COUNTY OF SAN LUIS OBISPO – DEPARTMENT OF PUBLIC WORKS

RIGHT OF WAY AGREEMENT (Rev 07-30-2012)

Right-of-Way: La Panza Road Widening Project
WBS #300397, Parcel No. 12-13

THIS AGREEMENT entered into this ____ day of _____, 20___, by and between **Anne C. Ragsdale, also known as Anne Catherine Ragsdale a married woman as her sole and separate property, as to an undivided 1/3rd interest; Michael Grissom and Margaret Grissom, Trustees of the Michael and Margaret Grissom Trust dated November 15, 1999, as to an undivided 1/3rd interest; and Edward L. Lindquist and Mary Margaret Lindquist, Trustees of the Lindquist Family Trust dated May 07, 2001, as to an undivided 1/3rd interest, all as tenants in common**, hereinafter referred to as GRANTORS and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

WITNESSETH:

WHEREAS, COUNTY needs to obtain certain property interests from GRANTORS for the La Panza Road Widening Project ("Project"); and

WHEREAS, an easement deed in the form of a Public Road And Slope Easement Deed No. 12-13 ("Easement Deed") covering the property particularly described therein (the "Subject Property"), has been executed and delivered to Phil Acosta, Right of Way Agent for COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between GRANTORS and COUNTY as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the COUNTY of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement, except as set forth herein.

2. The COUNTY shall:

a. Pay the undersigned GRANTORS the sum of $1,000.00 for the property interests as conveyed herein and by Easement Deed No. 12-13 when title to said property vests in the COUNTY free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

1. Taxes for the fiscal year in which this Agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time Agreement is entered.

2. Easements or rights of way over said land for public, public utility or quasi-public utility purposes, if any.

b. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the COUNTY, the premium charged therefor.

c. Have the authority to deduct and pay from the amount shown in Paragraph 2 (a) above, any amount necessary to satisfy any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to, in accordance with the terms of this agreement.

3. GRANTOR hereby warrants and represents that the GRANTOR has no reason to believe that any hazardous waste, extremely hazardous waste, or hazardous substance (as those terms are defined in sections 25117, 25115, and 25316 of the California Health and Safety Code) has come to be located on, beneath or within any of the real property covered by the above referenced Easement Deed or this Agreement. If GRANTOR ever becomes aware of the presence of any hazardous waste, extremely hazardous waste, or hazardous on, beneath or within these areas, GRANTOR shall immediately so advise COUNTY.

4. GRANTOR hereby warrants and represents that (1) GRANTOR has sufficient title in the Subject Property to fully convey to the COUNTY all of the property rights and interests described in the Deed, and (2) that GRANTOR's title in the Subject Property shall not be compromised or transferred by any voluntary or involuntary transfer of any property interest, or the voluntary or involuntary creation of any lien, in the Subject Property to someone other than the COUNTY prior to close of escrow.

5. GRANTOR hereby grants permission to the COUNTY, or its authorized agent, to enter upon GRANTOR'S land, where necessary, for purposes of replacing or reconstructing Project impacted fencing in-kind. GRANTOR understands and agrees that upon completion of the work described in this section, said fencing located upon GRANTOR'S land shall be considered as the sole property of the GRANTOR; the maintenance and repair of said property to be that of the GRANTOR.

6. The COUNTY shall defend and indemnify GRANTORS from any and all claims damages, costs, judgments, or liability arising from any culpable negligence of the COUNTY or its officers, employees or agents during the COUNTY'S construction activities conducted upon GRANTOR'S real property.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions of this agreement, COUNTY shall have the right to possess and use the property covered by said Easement Deed 12-13 commencing on April 01, 2013 or upon the close of escrow, whichever shall occur first and that the amount shown in Paragraph 2.a. herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

IN WITNESS WHEREOF, GRANTORS and COUNTY have executed this Agreement the day and year first above written. (As used above the term GRANTOR shall include the plural as well as the singular number as the case may be.)

Anne C. Ragsdale, also known as Anne Catherine Ragsdale a married woman as her sole and separate property, as to an undivided 1/3rd interest; Michael Grissom and Margaret Grissom, Trustees of the Michael and Margaret Grissom Trust dated November 15, 1999, as to an undivided 1/3rd interest; and Edward L. Lindquist and Mary Margaret Lindquist, Trustees of the Lindquist Family Trust dated May 07, 2001, as to an undivided 1/3rd interest, all as tenants in common, GRANTORS

By: _____
Anne C. Ragsdale, also known as Anne Catherine Ragsdale

By: _____
Michael Grissom, Trustee

By: _____
Margaret Grissom, Trustee

By: _____
Edward L. Lindquist, Trustee

By: _____
Mary Margaret Lindquist, Trustee

COUNTY OF SAN LUIS OBISPO

_____ Dated: _____, 20___
Chairperson of the Board of Supervisors
County of San Luis Obispo

ATTEST:
Julie L. Rodewald County Clerk-Recorder
and Ex-Officio Clerk of the Board of Supervisors
County of San Luis Obispo

_____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN
County Counsel

By: _____
Deputy County Counsel

RECOMMENDED FOR APPROVAL:

Department of Public Works:
PAAVO OGREN
Public Works Director

By: _____
PHIL ACOSTA
Right of Way Agent

T: PWA\zz La Panza Rd\Ragsdale Grissom Lindquist RW Agmt