Right-of-Way: La Panza Road Widening Project
WBS #300397, Parcel No. 12-09

RIGHT OF WAY AGREEMENT

THIS AGREEMENT entered into this 4th day of March, 2013, by and between Dan W. York and Sarah Christie, husband and wife as community property with right of survivorship, hereinafter collectively referred to as GRANTOR 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 GRANTOR 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. 12-09 ("Easement Deed") covering the property particularly described therein (the "Subject Property"), is concurrently with this Agreement delivered to County representatives.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between GRANTOR 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 GRANTOR the sum of $2,600.00 for the property interests as conveyed herein and by Easement Deed No. 12-09 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 the time this 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 to which title is to be taken subject, 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. At no expense to the GRANTOR, and at the time of roadway construction, the County or its authorized agent will: 1) reconstruct a hot-mix asphalt driveway approach and related culvert system right of Engineer's Station 384+00 as shown on the DRIVEWAY RECONSTRUCTION EXHIBIT attached hereto and made a part hereof; and 2) reconstruct or relocate existing property fencing, in kind, as may be impacted by the Project.

6. GRANTOR hereby grants permission to the COUNTY, or its authorized agent, to enter upon GRANTOR's land, where necessary, for purposes of reconstructing and conforming GRANTOR's driveway, related culvert system, and fencing as described in the previous section (Section 5).

7. It is understood and agreed that upon completion of the work indicated in Sections 5 and 6 of this Agreement, the portion(s) of said hot-mix asphalt driveway approach and related culvert system lying within the COUNTY right of way shall be considered an encroachment under a revocable permit upon the County road, and shall be maintained, repaired, and operated as such by GRANTOR, in accordance with, and subject to pertinent County and State law, and San Luis Obispo County Department of Public Works Standard Encroachment Permit Provisions. GRANTOR further understands and agrees that upon completion of the work indicated in Sections 5 and 6 of this Agreement, the portion(s) of said hot-mix asphalt driveway approach, culvert system and 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.

8. All work done on GRANTOR's property under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, relocated, reconstructed, or protected in place by the COUNTY in connection with the Project, shall be left in as good a condition as found at the commencement of the Project.

9. The COUNTY shall defend and indemnify GRANTOR 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.

10. 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 12-09 commencing on June 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.)

GRANTOR:

By: _____
Dan W. York

By: _____
Sarah Christie

COUNTY OF SAN LUIS OBISPO

Dated: 03/04-SC, 2013

_____
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:

RITA NEAL
County Counsel

By: _____
Deputy County Counsel

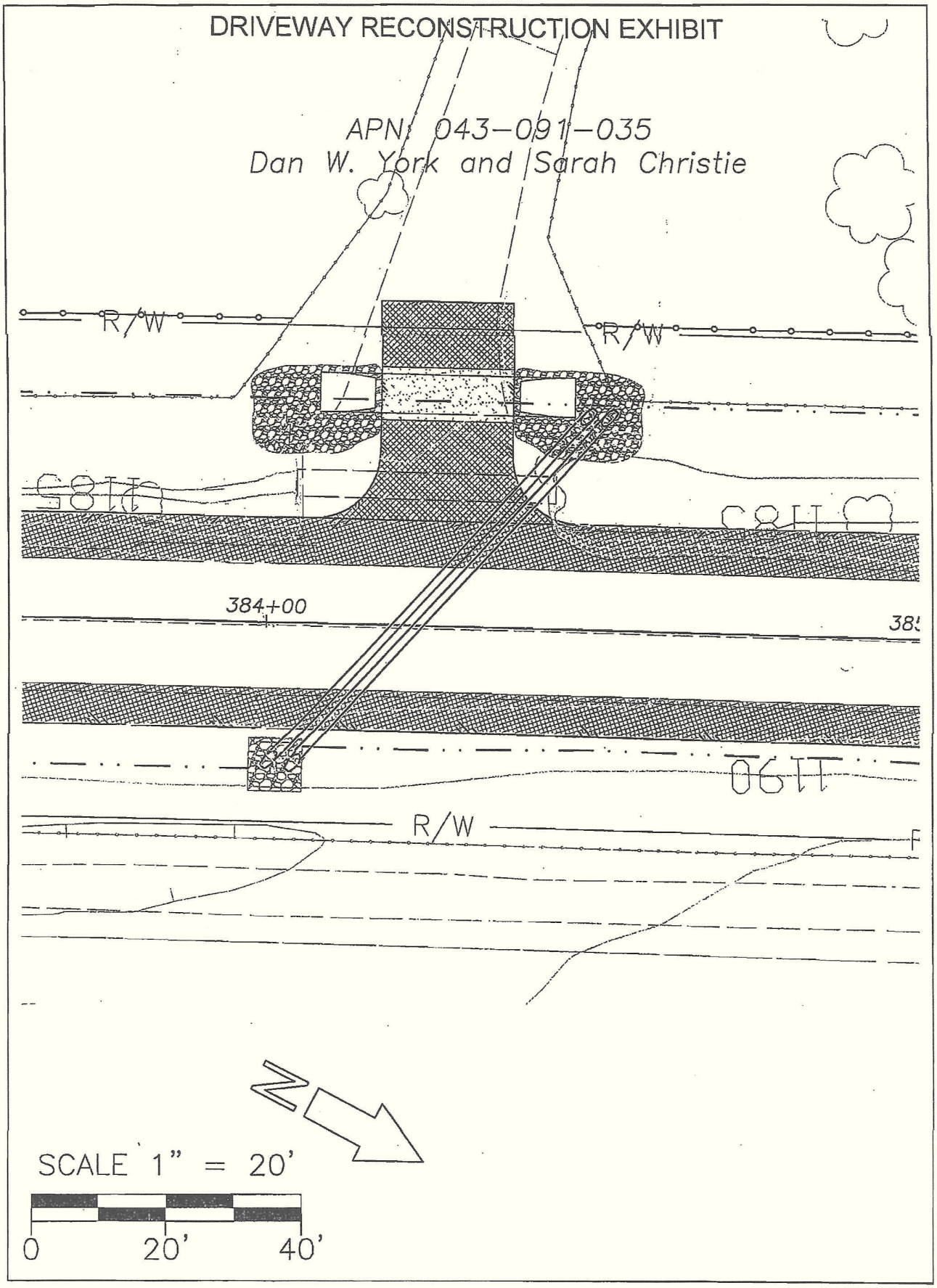
RECOMMENDED FOR APPROVAL:

Department of Public Works:
PAAVO OGREN
Public Works Director

By: _____
PHIL ACOSTA
Right of Way Agent

DRIVEWAY RECONSTRUCTION EXHIBIT

APN: 043-091-035
Dan W. York and Sarah Christie



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