COUNTY OF SAN LUIS OBISPO – DEPARTMENT OF PUBLIC WORKS

RIGHT OF WAY AGREEMENT (Form Rev 01-10-2013)

Right-of-Way: Primavera Lane Drainage Project
WBS #245R12B633, Parcel No. 15-07

THIS AGREEMENT entered into this ____ day of _____, 20___, by and between Ernest J. Jensen and Marjorie L. Jensen, Trustees of the Ernest James Jensen and Marjorie May Jensen Revocable Living Trust and Successor Trustees, 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 Primavera Lane Drainage Project ("Project"); and

WHEREAS, a deed in the form of Drainage Easement Deed 15-07 ("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 $1,230.00 for the property interests as conveyed herein and by Deed No. 15-07 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. GRANTORS hereby warrant and represent that the GRANTORS have 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 Deed or this Agreement. If GRANTORS ever become aware of the presence of any hazardous waste, extremely hazardous waste, or hazardous substance on, beneath or within these areas, GRANTORS shall immediately so advise COUNTY.

4. GRANTORS hereby warrant and represent that (1) GRANTORS have 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 GRANTORS' 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.

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.)

GRANTORS: Ernest J. Jensen and Marjorie L. Jensen, Trustees of the Ernest James Jensen and Marjorie May Jensen Revocable Living Trust and Successor Trustees

By: _____ By: _____

Ernest J. Jensen, Trustee **Marjorie L. Jensen, Trustee**

Date: _____ Date: _____

COUNTY OF SAN LUIS OBISPO

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

ATTEST:
Tommy Gong 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 L. NEAL
County Counsel

By: _____
Deputy County Counsel

RECOMMENDED FOR APPROVAL:

Department of Public Works:
WADE HORTON
Public Works Director

By: _____
PHIL ACOSTA
Right of Way Agent

G:Right of Way\ PWA\zz Primavera Ln Drng\Jensen RW Agrmt