

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

Right-of-Way: Cypress Mountain Drive at Klau Creek Bridge Replacement Project
WBS #300432, Parcel No. 15-03

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between Douglas Tharalson and Diana Tharalson, Trustees of the Douglas Tharalson and Diana Tharalson Living Trust, dated October 10, 1997, hereinafter 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 Cypress Mountain Drive at Klau Creek Bridge Replacement Project (“Project”); and

WHEREAS, a deed in the form of Public Road and Slope Easement Deed 15-03 (“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 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 \$1,000.00 for the property interests as conveyed herein and by Deed No. 15-03 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 Deed or this Agreement. If GRANTOR ever becomes aware of the presence of any hazardous waste, extremely hazardous waste, or hazardous substance 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. Permission is hereby granted to the COUNTY or its contractor to enter upon GRANTOR'S land where necessary within that certain area titled Temporary Construction Easement on the maps marked Exhibit "A" attached hereto and made a part hereof, for the purpose of construction and construction support activities related to the Project including, but not limited to the stockpiling of materials, soil, and equipment. To the extent any such materials constitute hazardous waste, extremely hazardous waste, or a hazardous substance, the COUNTY shall comply with all applicable laws, regulations and permit requirements relating thereto. Said Temporary Construction Easement shall commence upon no less than seventy-two (72) hours notice prior to the beginning of construction on said Project and shall terminate upon completion of the Project or after twelve (12) months from the date of commencement, whichever shall occur first. The amount shown in clause 2.a. herein includes, but is not limited to, full payment for said Temporary Construction Easement, including severance damages, if any, from said date.

6. Permission is hereby granted to the COUNTY, or its authorized agent, to enter upon GRANTOR'S land, where necessary, for purposes of installing, in-kind, a 10' gate and barbed-wire fencing on metal posts along GRANTOR'S side of the new right of way boundary from approximately 41' left of engineer's station 100+28 to approximately 29' left of engineer's station 101+88. 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.

7. All work done 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, and relocated, or reconstructed by the COUNTY in connection with the Project, shall be left in as

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good condition as found at the commencement of the Project.

IN WITNESS WHEREOF, GRANTOR 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: Douglas Tharalson and Diana Tharalson, Trustees of the Douglas Tharalson and Diana Tharalson Living Trust, dated October 10, 1997

By: _____
Douglas Tharalson, Trustee

By: _____
Diana Tharalson, Trustee

Date: _____

Date: _____

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COUNTY OF SAN LUIS OBISPO

Chairperson of the Board of Supervisors
County of San Luis Obispo

Dated: _____, 20__

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 NEAL
County Counsel

RECOMMENDED FOR APPROVAL:

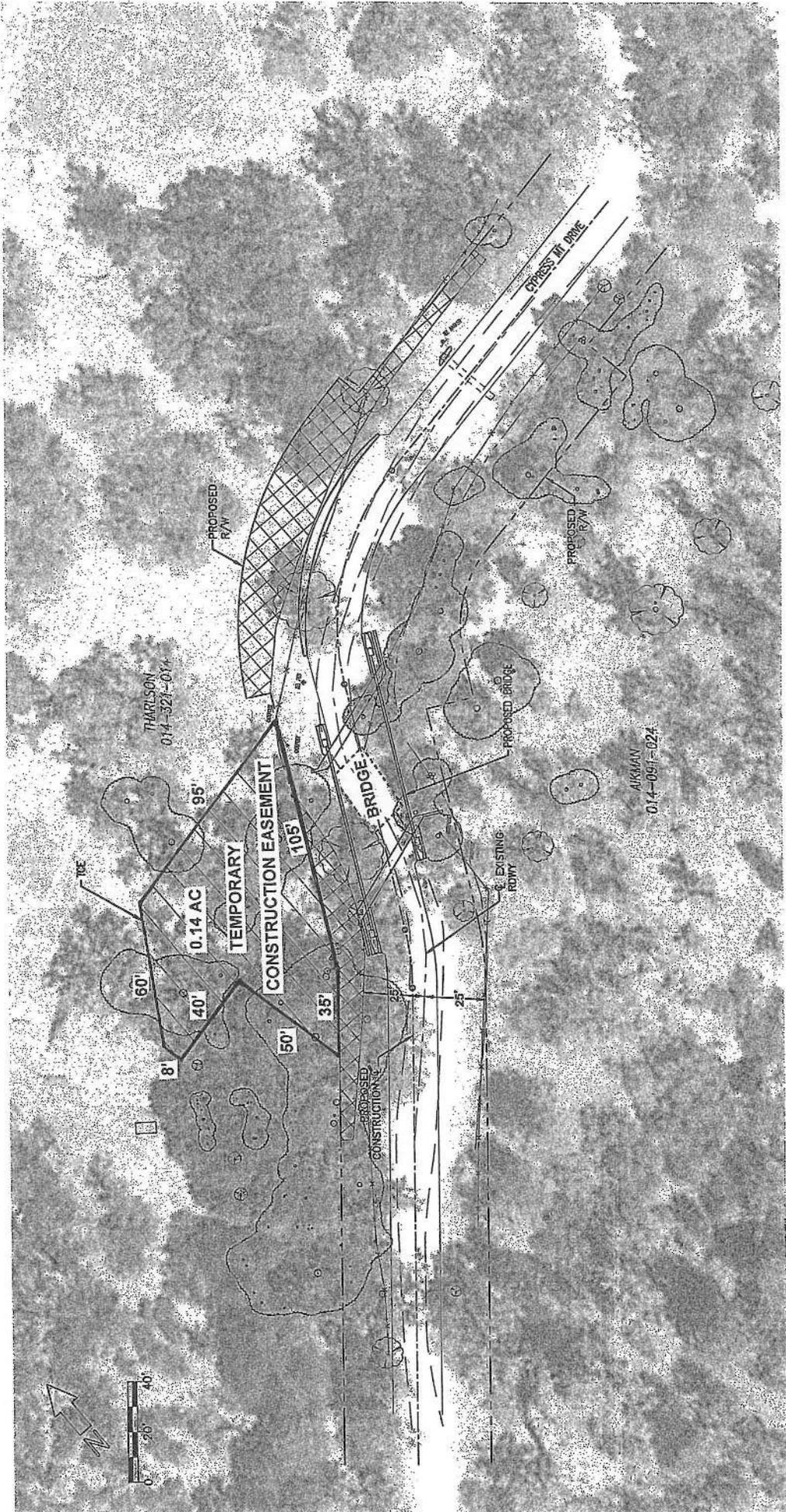
Department of Public Works:
WADE HORTON
Public Works Director

By: _____
Deputy County Counsel

By: _____
PHIL ACOSTA
Right of Way Agent

G:\Right of Way\ PWA\z Cypress Mtn Klau Crk Br\Tharalson RW Agrmt

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
5285	300432	1	1



- ACQUISITION AREAS NOT ENCUMBERED BY EXISTING ROADWAY
- 0.10 ACRES PERMANENT EASEMENT
- 0.14 ACRES TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT A

ACQUISITION-THARLSON
 KLAU CREEK BRIDGE AT CYPRESS MOUNTAIN DRIVE
 NEAR ADELAIDA, CA
 ENGINEERED BY: K.G. IMMEL (CADD BY: G COX CHECKED BY: ?