

RIGHT OF WAY AGREEMENT (SLO CO RW 8-3)

Right-of-Way: S. Higuera St Left Turn Lane Project

(#405R990156 Public Works I.O.); WBS 300020 Bob Jones Trail, Parcel No. 16-06

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between Edward A. Weipert and Mary E. Weipert, Trustees of the Edward A. Weipert Family Revocable Trust u/d/t dated March 26, 1993, 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 S. Higuera St. Left Turn Lane Project #405R990156 (“Project”); and

WHEREAS, Public Road and Slope Easement Deed No. 16-06 (“Deed”) covering the property particularly described therein (the “Subject Property”), has been executed and delivered to Phil Acosta, Right of Way Agent for COUNTY.

WHEREAS, COUNTY requires said property described in Deed for County purposes, a public use for which COUNTY has the authority to exercise the power of eminent domain. Both GRANTOR and COUNTY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

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.a. All of the above recitals are true and correct.

1.b. 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 \$27,300.00 for the Subject Property interests as conveyed herein and by Deed No. 16-06 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.

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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 COUNTY all of the property rights and interests described in the Deed, subject to any mortgage, loan, required consent or other superior interest, 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 COUNTY or its contractor to enter upon GRANTOR's land where necessary within that certain area depicted on the map marked 'Temporary Construction Easement (TCE) Exhibit' 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. Said TCE shall commence upon no less than seventy-two (72) hours written 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. In no event shall this TCE extend beyond December 31, 2019. Upon completion of Project construction, the TCE area shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical.

6. At no expense to GRANTOR, and at the time of roadway construction, the COUNTY or its' authorized contractor will re-construct project impacted fencing and gates as follows: 1.) fencing from approximately 39' feet left of "SHS" 651+57.51 to approximately 39 feet left of "SHS" 653+34.88 with 6' no-climb wire topped with a single strand of barbed wire on steel tee posts, with wood posts every 100' and at corners, to match in-kind with GRANTOR's remaining fence; 2.) reconstruct, in-kind, the gate setback and related fence setback panels centered from +/- 52.86 feet left of "SHS" 654+48 to +/- 68 feet left of "SHS" 654+48, using existing gates; 3.) fencing from approximately 52.86 feet left of "SHS" 654+59.05 to approximately 54.56 feet left of "SHS" 657+74.31, adjusted as needed to match the above described reconstructed gate setback panels, and as further described and depicted on the attached Fence and Gate Relocation Exhibit attached hereto.

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7. Permission is hereby granted to COUNTY, or its authorized independent contractor, to enter upon GRANTOR's land, where necessary, for purposes of constructing or re-constructing the improvements described in Section 6.

8. GRANTOR further understands and agrees that upon completion of the work described in Section 6 above that any such improvements constructed or re-constructed by COUNTY for the benefit of GRANTOR and: 1. 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; or 2. Located within COUNTY rights of way shall be considered encroachments under 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.

9. 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 and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by COUNTY in connection with the Project, shall be left in as 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.)

GRANTOR: Edward A. Weipert and Mary E. Weipert, Trustees of the Edward A. Weipert Family Revocable Trust u/d/t dated March 26, 1993

By: 
EDWARD A. WEIPERT

By: 
MARY E. WEIPERT

Date: 9-9-16

Date: 9-9-16

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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

By: 

Deputy County Counsel

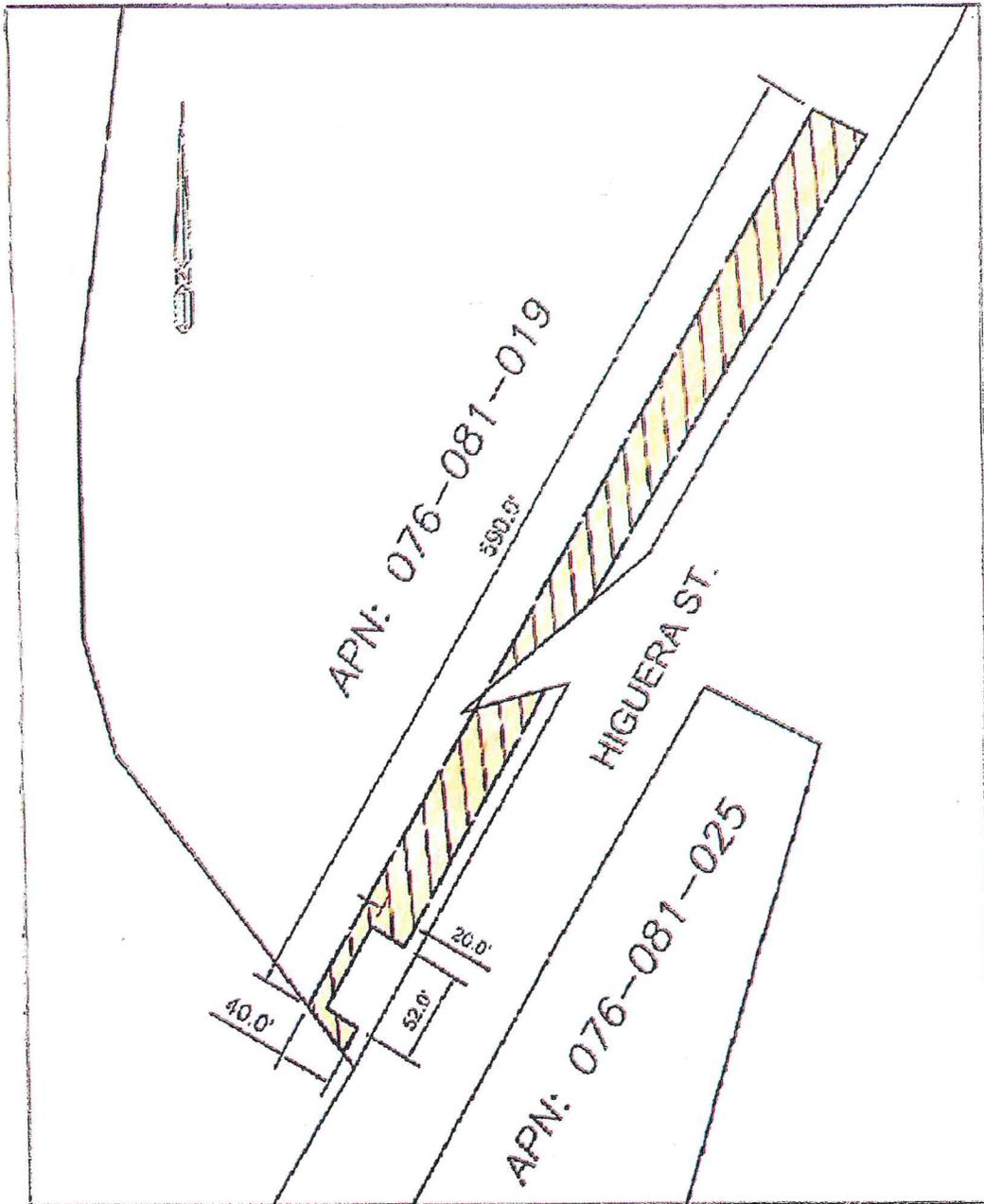
RECOMMENDED FOR APPROVAL:

Department of Public Works:
WADE HORTON
Public Works Director

By: 

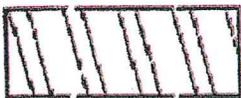
PHIL ACOSTA
Right of Way Agent

TEMPORARY CONSTRUCTION EASEMENT



NOTE: ALL DIMENSIONS ARE APPROXIMATE

LEGEND



TEMPORARY CONSTRUCTION EASEMENT (TCE)
FOR APN: 076-081-019
AREA: 16,200 FT²
OWNER: WEIPERT



PARCEL BOUNDARY

FENCE AND GATE RELOCATION EXHIBIT

