

**RIGHT OF WAY CONTRACT**

**STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

**CONFIDENTIAL**  
 This document contains personal information, and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

APN: 137-010-020, 137-010-030

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
10	SJ	5	26.62	10X460/1012000059		0056(346)	City of Stockton, a municipal corp.	17763-1, & 18421-1

CITY OF STOCKTON, a Municipal Corporation

Grantors

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

This Document No. **17763-1 & 18421-1** in the form of a **Temporary Construction Easement**, to the State of California, covering the property as delineated on the attached map(s) identified as Exhibit "A", particularly described in Clause #1B below has been executed and delivered to **KAITLYN MCGINNIS**, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) 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 State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described as Document No.(s)/Parcel No. (s) for TCEs **17763-1 AND 18421-1** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantors are compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantors and Grantee 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.



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- (D) The parties to this agreement shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT- Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.
- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this agreement.
2. The State shall pay the undersigned Grantors the sum of **\$225,600.00 in Fair Market Value Just Compensation**
  3. The State shall pay all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction, and if title insurance is desired by the state, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer taxes (as State is exempt from such taxes). This transaction will be handled through First American Title Company, 4909 S. 135<sup>th</sup> Street, Suite 207, Omaha, NE 68137, Escrow No., \_\_\_\_\_.
  4. The undersigned Grantors warrant that Grantors are the owner in fee simple of the property affected by the Temporary Construction Easement that the City of Stockton, has the exclusive rights to grant these rights.
  5. It is understood and agreed by and between the parties, hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and assignees.
  6. State shall take title subject to all matters recorded and/or unrecorded.
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8. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantors covenant and agree to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantors' obligation herein to indemnify the State shall not exceed the amount paid to the Grantors under this contract.
  9. Grantors warrant that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantors agree to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantors for a period exceeding one month. Grantors acknowledge that a waiver will be required from any lessee that has a lease term exceeding one month. Said waiver is to be provided prior to the close of escrow.
  10. It is understood and agreed that the amount payable in Clause 2 above includes compensation in full for the actual possession and use of the TCE, identified as Parcel No **17763-1 AND 18421-1**, for the period commencing on **03/03/2027** and terminating on **09/28/2035**. If said parcel is no longer necessary for construction purposes, this TCE may be terminated prior to the above date by the Grantee upon written notice to the Grantors. These TCE's identified as Parcel No **17763-1 and 18421-1** are needed to provide space for materials, equipment, and general access for bridge construction, public traffic re-routing, and other activities necessary for replacement of the viaduct structure. Said easement shall be for a period of 8 years.
  11. The State shall at no expense to Grantors and at the time of highway construction, will perform construction contract work. The area will be returned to its original or better condition at no expense to the grantors. Approach will be considered as an encroachment under permit on the State highway and is to be maintained, repaired, and operated as such by Grantors, in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Transportation of said State
    - None
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12. Permission is hereby granted the State or its authorized agent to enter on Grantors' land, where necessary, to perform construction contract work:

- None

13. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2 above is payment in full to compensate Grantors for following improvements.

Said improvements consist of:

- 130 Linear Feet of black iron fence
- Miscellaneous landscaping and vegetation

The State, or its agent, is hereby granted the right to enter upon the remaining property of the Grantors for the purpose of removing said improvements.

14. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2 above is a payment in full to compensate Grantors for the expense of performing the following work:

- Re-establishing 130 Linear feet of black iron fencing
- Re-establishing miscellaneous landscaping and vegetation

The Grantors release the State from any obligation to perform said work.

15. 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 the State, shall be left in as good condition as found.

16. State agrees to indemnify and hold harmless Grantors from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

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*In Witness Whereof*, the Parties have executed this agreement the day and year first above written

**AS VESTED**

_____	_____
	<b>Date</b>
_____	_____
	<b>Date</b>

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
KAITLYN MCGINNIS                      DATE  
Right of Way Agent  
Stockton

BY \_\_\_\_\_  
CHRIS CIERO                              DATE  
D10 Office Chief  
Acquisition, Appraisals, Project Delivery

BY \_\_\_\_\_  
NANCY QUESADA                      DATE  
Caltrans D10 Branch Chief  
Acquisitions

**No Obligation Other Than Those Set Forth Herein Will Be Recognized**