

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.

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APN (None)

District	County	Route	P.M.	E. A.	Program	Fed. Ref.	Name	Parcel
03	ED	50	35.2	3C7609	151	N/A	El Dorado County	035604-1

_____, California

_____, 2009

El Dorado County

Grantor

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

Document No. 035604-1 in the form of a Drainage Easement Deed to the State of California outlined on the attached map marked Exhibit A has been executed and delivered to CHARLEY HESSE, 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. 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 improvement.
2. The State shall pay the undersigned Grantor the sum of **\$500.00** for this acquisition.
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in the contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements shall commence on April 10, 2009, or the close of the escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
4. The undersigned Grantors warrant that it is the owner in fee simple of the property affected by this acquisition as described in Clause 3 above and that he has the exclusive right to grant these rights.
5. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding one month, and the Grantor agrees to hold the State harmless and reimburse State for any and all its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deed is to be provided to State prior to the close of escrow.

09-0274.C.1

6. It is understood and agreed by and between the parties hereto that payment as provided in clause 2 includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed highway project, including, but not limited to, any expense which Grantor may incur in restoring the utility of their remaining property.
7. 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 or assignees.
8. State agrees to indemnify and hold harmless the Grantor 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 it option, either repair or pay for such damage.
9. This transaction shall be handled through an internal escrow by the State of California, Department of Transportation, District, P.O. Box 911 Marysville, CA 95901.
10. It is understood and agreed that funding for this transaction may not be budgeted by the Legislature. The close of escrow may be delayed until funds are budgeted. In the event funds are not budgeted, this agreement may be cancelled by the grantors by giving written notice to Caltrans, and all documents will be returned to the Grantor.

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

El Dorado County

El Dorado County
Grantor

DATE

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By

CHARLEY HESSE
Right of Way Agent
Marysville

By

GREG LUNDBLAD
Senior Right of Way Agent
Marysville