

RIGHT OF WAY CONTRACT – FEE TITLE ACQUISITION

DIST	CO	RTE	POST	APNs
06	TUL	N/A	N/A	127-020-017
LOCATION			DATE	
3406 East Caldwell Avenue, Visalia, CA 93292			July 3, 2024	
IMPROVEMENT PROJECT				
County of Tulare Avenue 280 Widening Project -Segment 2				
GRANTORS			GRANTEE	
Gregory R. Cahill and Sandra S. Cahill, trustees of the 2003 Gregory R. Cahill and Sandra S. Cahill Family Trust			County of Tulare, CA	
FORM OF CONVEYANCE DOCUMENT				
Grant Deed				

THIS RIGHT-OF-WAY CONTRACT (“Contract”) covers the property particularly described below and has been executed by the above-named Grantor and delivered to Grantee County of Tulare, CA (“Grantee” or “County”). 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 Contract constitutes the entire consideration for said the above-referenced conveyance documents and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade, or construction of the proposed public improvement referenced above.
- (B) Grantee requires said property described and depicted in **Exhibit “A”** (“Property”) for the construction, reconstruction, installation, improvement, repair, inspection, expansion, maintenance, and operation of the above-referenced Improvement Project (“Project”), including public rights-of-way, highways, roadways, services, utilities, landscape improvements, and necessary appurtenances a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the Property for such public purposes.

Both Grantor 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.

2. The County shall:

- (A) Pay the undersigned Grantor the sum of **\$67,300** for the Property or interests conveyed by above-referenced conveyance documents when title to said Property vests in the County free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and taxes, Except (a through e):

• Right of Way Acquisition	\$15,050
• Improvements	\$23,410
• Severance Damages	\$ 5,347
• Administrative Settelement	\$23,400
Final Total Value	\$67,300

- a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
- b. Covenants, conditions, restrictions, and reservations of record, or contained in the above-referenced conveyance documents.

RIGHT OF WAY CONTRACT – FEE TITLE ACQUISITION

- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - d. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel in, on, under and that may be produced from the real property referenced above, together with all rights, privileges, and immunities relation thereto, whether or not appearing in the Public Records.
 - e. Under Section 18662, Subdivision (e), of the California Revenue and Taxation Code, a person who sells California real property worth more than \$100,000 and has a last known street address outside of California at the time of transfer of title, is required to pay tax equal to 3-1/3 percent of the sales price.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor. Said escrow and recording charges shall not, however, include any documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown on **Clause 2(A)** above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
3. Any or all monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall, upon demand(s), be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
4. It is understood and agreed by and between the Parties hereto that included in the amount payable under **Clause 2(A)** above is payment in full to compensate Grantor for the expense of performing the following work:
- Grantor**
- 175 LF of wood rail fencing
 - 27 Coastal Redwoods
 - 734 SF of grass
 - Shruberry
 - One (1) Mailbox

Any work within the new right of way must be completed and all items removed or disconnected by **June 30, 2024**.

County

- Construct a new drive approach in line with the property's existing driveway.
5. Permission is hereby granted to County or its authorized agent to enter on my/our land, where necessary, to (relocate or reconstruct road approaches, cattle guards, trails, pipes, culverts, etc.), as shown on the attached map(s) and as described in **Clause 4** of this Contract. We understand and agree that after completion of the work described in **Clause 7**, said facility will be considered as our sole property and we will be responsible for its/their maintenance and repair.

RIGHT OF WAY CONTRACT – FEE TITLE ACQUISITION

6. It is agreed and confirmed by the Parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject Property by the County, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in **Clause 2(A)** herein are deposited into the escrow controlling this transaction. The amount shown in **Clause 2 (A)** herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
7. Until such time as the County elects to take possession of any or all of the property acquired herein, the Grantor shall have the use and enjoyment of its surface in the same manner as now used, except that in no event shall any advertising sign of any nature whatsoever be placed upon or allowed to remain on the property. Grantor agrees to keep the premises in a neat and clean condition.

The Grantor agrees that no improvements, other than those already on the Property, shall be placed thereof; and the planting of any crops, trees, or shrubs or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Grantor's risk and without expectation of payment if removed by the County.

8. Should the property be materially destroyed by fire, earthquake or other calamity without the fault of either party, this contract may be rescinded by County; in such an event, County may reappraise the property and make an offer thereon.
9. It is agreed that the net proceeds of the amount payable under **Clause 2(A)** above shall be paid as follows:

Gregory R. Cahill and Sandra S. Cahill, trustees of the 2003 Gregory R. Cahill and Sandra S. Cahill Family Trust

10. This transaction will be handled through an escrow with **First American Title Company and the address is 211 E. Caldwell Ave, Visalia, CA 93722**, Escrow No. **5405-6902221**.
11. County agrees to indemnify and hold harmless Grantor from any liability arising out of County's operations under this Contract. County further agrees to assume responsibility for any damages proximately caused by reason of County's operations under this Contract and County will, at its option, either repair or pay for such damage.
12. All work done under this Contract 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 County, shall be left in as good condition as found.
13. In consideration of the County's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agree to indemnify and hold the County harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor obligation herein to indemnify the County shall not exceed the amount paid to the Grantor under this contract.

Signature Page to Follow

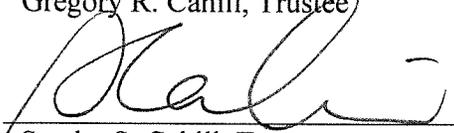
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RIGHT OF WAY CONTRACT – FEE TITLE ACQUISITION

IN WITNESS WHEREOF, the Parties have executed this Contract the day and year first above written.

GRANTORS

Gregory R. Cahill and Sandra S. Cahill, trustees of the 2003 Gregory R. Cahill and Sandra S. Cahill Family Trust

By: 
Gregory R. Cahill, Trustee

By: 
Sandra S. Cahill, Trustee

RECOMMENDED FOR APPROVAL:

By: 
Teresa Arteaga
Property Specialist

APPROVED AS TO FORM:
County Counsel

By: 
Deputy County Counsel

COUNTY OF TULARE

By: 
Reed Schenke, Director
Resource Management Agency

ATTACHMENTS:

Exhibit A – Right of Way (Plats and Legals)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

EXHIBIT "A"

Right of Way

EXHIBIT "A"

Legal Description

That portion of the southwest quarter of Section 3, Township 19 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, more particularly described as follows:

Commencing at the point of intersection of the of the east line of the west half of said southwest quarter and the north right of way line of Avenue 280 as described in Volume 1801, Page 222 of Official Records of Tulare County, said right of way line being parallel with and 40 feet north of the south line of said southwest quarter, thence South 89° 22' 18" East along said right of way line 27.78 feet to the **Point of Beginning**;

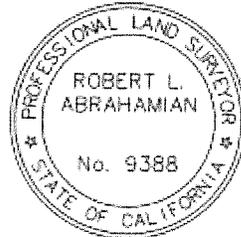
thence North 00° 42' 21" East 26.86 feet;

thence South 89° 39' 45" East 220.65 feet,

thence South 01° 32' 48" West 27.98 feet, to said right of way line;

thence along said right of way North 89° 22' 18" West 220.24 feet to the **Point of Beginning**

The above described has an approximate area of 6,044 square feet.



FOR APPRAISAL PURPOSES AND SUBJECT
TO COMPLETION OF LOT LINE ADJUSTMENT

November 16, 2023

COUNTY OF TULARE • RESOURCE MANAGEMENT AGENCY
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