

RIGHT OF WAY CONTRACT – FEE TITLE ACQUISITION

DIST	CO	RTE	POST	APN
06	TUL	N/A	N/A	127-020-013
LOCATION			DATE	
14580 Avenue 280, Visalia, CA			4/23/24	
IMPROVEMENT PROJECT				
County of Tulare Avenue 280 Widening Project -Segment 2				
GRANTORS			GRANTEE	
Eric L. Mathewson and Colette M. Mathewson, Co-Trustees of The "E" AND "C" Mathewson Family Trust. Dated: 5-2, 2009			County of Tulare, CA	
FORM OF CONVEYANCE DOCUMENT(S)				
Grant Deed and Temporary Construction Easement Deed				

THIS RIGHT-OF-WAY CONTRACT (“Contract”) covers the property particularly described below and has been executed by the above-named Grantors 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 document(s) 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” and Exhibit “B”** (“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. Grantors are compelled to sell, and Grantee is compelled to acquire the Property for such public purposes.

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.

2. The County shall:

- (A) Pay the undersigned grantors the sum of **\$66,000** for the Property or interest(s) conveyed by above-referenced conveyance document(s) 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	\$31,900
• Temporary Construction Easement	\$ 4,164
• Severance Damages	\$28,736
• Anticipated Appraisal Cost.....	\$ 1,200
Final Total Value	\$66,000

- 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 document(s).

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- b. Covenants, conditions, restrictions, and reservations of record, or contained in the above-referenced conveyance document(s).
 - 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. Permission in the form of a **Temporary Construction Easement** is hereby granted to County or its authorized agent to enter upon grantor's land where necessary within the certain area shown on the map marked **Exhibit "B"** attached hereto and made a part hereof, for the purpose of constructing, installing, improving and inspecting the Project.
5. This Temporary Construction Easement shall begin **July 1, 2024** and terminate **June 30, 2027**.
6. The undersigned grantors warrant that they are owners in fee simple of the Property affected by said Temporary Construction Easement as described in **Clause 4** above and that they have the exclusive right to grant this Temporary Construction Easement.
7. 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 grantors for the expense of performing the following work:
- Grantor**
- 10 bollards with metal cable
 - Replacing the septic tank and leach line
 - Install irrigation pipeline outside of new ROW
 - Replacing a farm road gate (metal posts with cable) outside of the new ROW
-

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

County

- Construct three (3) drive approaches that are in line with existing farm roads and the shop building.
 - Removal of two (2) rows of Pecan trees in the acquisition area.
 - To submit a variance application, pay all necessary fees associated with the application and grant a variance to the Grantor for their shop building that is located within a few feet from the new right-of-way area.
8. 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 maps and as described in **Clause 4** of this Contract. We understand and agree that after completion of the work described in **Clause 7**, said facilities will be considered as our sole property and we will be responsible for their maintenance and repair.
9. 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.
10. 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. Grantors agree to keep the premises in a neat and clean condition.
- The Grantors agree 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 Grantors risk and without expectation of payment if removed by the County.
11. 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.
12. It is agreed that the net proceeds of the amount payable under **Clause 2(A)** above shall be paid as follows:
- Eric L. Mathewson and Colette M. Mathewson, Co-Trustees of The "E" AND "C" Mathewson Family Trust. Dated: 5-2, 2009**
13. 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. **5407-6902222**.
14. County agrees to indemnify and hold harmless Grantors from any liability arising out of County's operations under this Contract. County further agrees to assume responsibility for any damages

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proximately caused by reason of County’s operations under this Contract and County will, at its option, either repair or pay for such damage.

15. It is agreed that the undersigned grantors shall harvest the existing crop on that portion of grantor’s property being acquired by the County. It is further understood that said crop shall be harvested on or before **June 30, 2024** and, if not harvested by said date, shall become the property of the County to dispose of as it may see fit. The undersigned grantors agree to cultivate and maintain the existing crop in conformance with the practices of good husbandry, including pest control, up to and including date grantors harvest said crop.

It is further understood that this property shall be used only for the purpose of maintaining and harvesting the crop on the subject property. Upon the failure of the grantors to comply with any condition or provision of this agreement, the authorization to harvest said crop by the grantors shall immediately cease and possession shall be taken by the County.

16. 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.
17. In consideration of the County’s waiving the defects and imperfections in all matters of record title, the undersigned Grantors covenant 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 Grantors obligation herein to indemnify the County shall not exceed the amount paid to the Grantors under this contract.

Signature Page to Follow

COUNTY OF TULARE •RESOURCE MANAGEMENT AGENCY
RIGHT OF WAY CONTRACT – FEE TITLE ACQUISITION

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

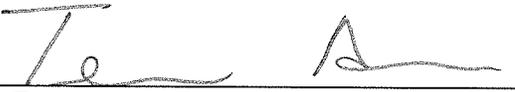
GRANTOR S

Eric L. Mathewson and Colette M. Mathewson, Co-Trustees of The "E" AND "C" Mathewson Family Trust.
Dated: 5-2, 2009

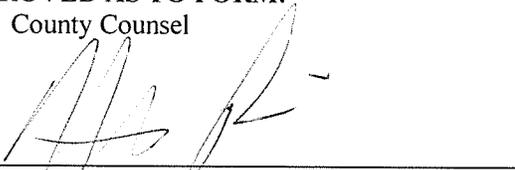

Eric Mathewson, Trustee


Colette M. Mathewson, Trustee

RECOMMENDED FOR APPROVAL:

By: 
Teresa Arteaga
Property Specialist

APPROVED AS TO FORM:
County Counsel

By: 
Deputy County Counsel
matter no. 2023747

COUNTY OF TULARE

By: 
Reed Schenke, Director
Resource Management Agency

ATTACHMENT (S):

- Exhibit A – Right of Way (Plats and Legals)
- Exhibit B – Temporary Construction Easement (Plat and Legal)

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

EXHIBIT “A”

Right of Way -Fee Area

127-020-013 C&E Mathewson

LEGAL DESCRIPTION

RIGHT OF WAY DEDICATION AREA

A portion of the East half of the West half of the Southeast quarter of Section 3, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows:

Commencing at the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 3;

Thence North 1° 22' 41" East, along the East line of the West half of said Southeast quarter, 40.00 feet to the North right of way line of Avenue 280 as conveyed to the County of Tulare by Deed, recorded January 10, 1955 in Book 1801, Page 229, as Instrument No. 858 of Official Records, and the True Point of Beginning;

Thence North 89° 21' 58" West, along said right of way line, 660.73 feet more or less, to the West Line of the East half of the West half of the Southeast quarter of said section 3;

Thence North 1° 24' 12" East, along last said West line, 36.84 feet;

Thence South 89° 39' 44" East, 590.96 feet;

Thence Easterly 69.80 feet more or less, along a tangent curve, concave to the South, with a radius of 2461.66 feet, and a central angle of 1° 37' 29", to the East line of the West half of said Southeast quarter;

Thence South 1° 22' 41" West, along said East line, 39.27 feet to the True Point of Beginning.

Containing approximately 0.58 acres

EXHIBIT “B”

Temporary Construction Easement

127-020-013 C&E Mathewson

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT AREA

A portion of the East half of the West half of the Southeast quarter of Section 3, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows:

Commencing at the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 3;

Thence North 1° 22' 41" East, along the East line of the West half of said Southeast quarter, 79.27 feet to the True Point of Beginning;

Thence Westerly 69.80 feet along a non-tangent curve, concave to the South, with a radius of 2461.66 feet, a central angle of 1° 37' 29", and a beginning radial which bears North 1° 57' 45" East;

Thence North 89° 39' 44" West, 590.95 feet more or less, to the West Line of the East half of the West half of the Southeast quarter of said section 3;

Thence North 1° 24' 12" East, along last said West line, 10.00 feet;

Thence South 89° 39' 44" East, 590.77 feet;

Thence Easterly 69.98 feet along a tangent curve, concave to the South, with a radius of 2471.66 feet, and a central angle of 1° 37' 20" to the East line of the West half of said Southeast quarter;

Thence South 1° 22' 41" West, along said East line, 10.00 feet to the True Point of Beginning.

Containing approximately 0.15 acres

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