

RIGHT OF WAY CONTRACT - STATE HIGHWAY

RW 8-3 (Rev. 6/95)

R/W 35588-1 (Calexico School District)

_____, California
 _____, 2018
 Calexico School District

DISTRICT	COUNTY	ROUTE	POST MILE	R/W E.A	PID
11	SD	98	32.4	080289	11-1700-0585

*Grantor--**Revised 01-23-19***RIGHT OF WAY CONTRACT--STATE HIGHWAY**

Document No. 35588-1 in the form of an Easement Deed covering the property particularly described therein has been executed and delivered to Elizabeth Robledo 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 in Document No. 35588-1 for State highway purposes, 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.

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 State shall:

- (A) Pay the undersigned Grantor(s) the sum of \$2,500.00 for the property or interest conveyed by above document(s) when title to said property vests in the State.
 - (B) Pay all escrow and recording fees 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 tax.
 - (C) Have the authority to deduct and pay from the amount shown in 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 non-delinquent assessments which have become a lien at the close of escrow.
3. The undersigned Grantor(s) hereby agree(s) and consent(s) to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive(s) any and all claims to any money that may now be on deposit in said action.
 4. The undersigned Grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by these easements and that they have the exclusive right to grant said easements.

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5. It is understood and agreed between the parties hereto that the amount payable in Clause 2(A) above includes compensation in full for the actual possession and use of the Temporary Construction Easement identified as Parcel No. 35588-1 for the period commencing on June 30, 2019 and terminating on December 31, 2022. This easement may also be terminated prior to the above date by the Grantee upon written notice to the Grantor.
6. It is recognized and understood that the undersigned Grantor(s), or their successors in interest, shall not have access to the area of the Temporary Construction Easement. Access to the area of the Temporary Construction Easement will be granted upon the completion of construction or December 31, 2022, whichever date occurs first.
7. It is understood and agreed that in the event the Grantor(s) plans to sell, lease, or rent the Grantor's property prior to the expiration of the temporary construction easement, the Grantor(s) shall inform, in writing, any and all parties involved in said sale, lease, or rental, of this temporary construction easement and associated construction project by the State.
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 State; in such an event, the State may reappraise the property and make an offer thereon.
9. Grantor(s) warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and Grantor(s) further agree(s) to hold the State harmless and reimburse the State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor(s) for a period exceeding one month.
10. The parties hereto agree that the State, in acquiring title subject to unpaid assessments and/or liens as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments and/or liens. The assessments and/or liens remain the obligation of the Grantor(s), and as between State and Grantor(s), no contractual obligation has been made requiring their payment.
11. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees 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 Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.
12. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.
13. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 11, 4050 Taylor Street, San Diego, CA 92110.

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In Witness whereof, the parties have executed this agreement the day and year first above written.

Calexico School District

By _____
Cesar L. Vega
Assistant Superintendent of Business Services

Grantor(s)

RECOMMENDED FOR APPROVAL:

By _____
Elizabeth Robledo
Associate Right of Way Agent

STATE OF CALIFORNIA
Department of Transportation

By _____
Steve Aragon
Senior Right of Way Agent

By _____
Mark Phelan
Interim Deputy District Director
Right of Way

No Obligations Other Than Those Set forth Herein Will Be Recognized

ADA Notice

For individuals with disabilities, this document is available in alternate formats. For Information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814
