

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 018-430-12/ 018-030-44

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
01	MEN	01	60.6	0112000110	SHOPP	NA	The City of Fort Bragg	13529-1 13529-2

_____, California

_____, 2024

The City of Fort Bragg
 Grantor

RIGHT OF WAY CONTRACT - STATE HIGHWAY

Document No. 13529-1 in the form of a GRANT Deed to the State of California, covering the property particularly described in the above instrument, and This Document No. 13529-2 in the form of a Temporary Construction Easement (TCE), to the State of California particularly described in Clause 10 below, covering the property as delineated on the attached map(s) identified as Exhibit "A", has been executed and delivered to BRETT BENSON, 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./Parcel No. 13529-1/ 13529-2 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.

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- (C) 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.
- (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 accept delivery of property or interest conveyed by above document(s) and record same when title can be vested in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:
3. It is agreed that the property conveyed by Document No. 13529-1/ 13529-2 is being donated to the State by the undersigned Grantor. Grantor, having initiated this donation, has been informed of the right to compensation for the property donated and hereby waives such right to compensation.
4. 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 shall be handled through an internal escrow by the State of California, Department of Transportation, District 01, PO Box 3700, Eureka, California, 95502.
5. The undersigned Grantor warrants that Grantor is the owner in fee simple of the property affected by the Grant Deed and TCE, that Grantor, has the exclusive right to grant this right.
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6. 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.
 7. State shall take title subject to all matters recorded and/or unrecorded.
 8. 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.
 9. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor agrees 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. Grantor acknowledges 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 3 above includes compensation in full for the actual possession and use of the TCE, identified as Parcel No. 13529-2, for the period commencing on 2/21/2025 and terminating on 12/1/2027. 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.

This TCE identified as Parcel No.13529-2 is needed to replace curb ramps and install sidewalks. Said easement shall be for a period of thirty-four (34) months.

Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary within the TCE area shown on the Right of Way Appraisal map attached hereto and made a part hereof.

11. 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. State agrees to indemnify and hold harmless
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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 its option, either repair or pay for such damage.

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

The City of Fort Bragg
Grantor

DATE

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY _____
BRETT BENSON DATE
Associate Right of Way Agent
Eureka

BY _____
JULIE NELLIS DATE
Senior Right of Way Agent
Eureka

No Obligation Other Than Those Set Forth Herein Will Be Recognized
