

RIGHT OF WAY CONTRACT - STATE HIGHWAY – TEMPORARY EASEMENT

RW 8-4 (Rev. 6/95)

, California

DISTRICT	COUNTY	ROUTE	POST MILE	R/W E.A/PROJ. #.
08	RIV	91	10.81	1L130

Date

CITY OF RIVERSIDE

Grantor(s)

THIS DOCUMENT NO., **29012-1** in the form of a TEMPORARY EASEMENT, covering the property particularly described in Clause 3 below has been executed and delivered to **Marishaw Campbell** 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. In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:
 - (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 (**APN 142-170-013**) described in Document No. **29012-1** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.
 - (C) Both Grantor(s) 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 contract 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.

Further, 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 contract.

2. The State shall pay the under signed grantor(s) the sum of **\$1,700.00** for this Temporary Easement.
3. Permission is hereby granted to the State or its authorized agent to enter upon Grantor's land where necessary within that certain area delineated in color and identified as Parcel

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)

RW 8-4 (Rev. 6/95)

29012-1 on the map marked Exhibit "A" attached hereto and made a part hereof, for the purpose to reconnect the driveway to the new side walk and including the right to remove and dispose of improvement(s).

4. It is understood and agreed 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 29012-1 for the period of 36 months. Said period to commence on **March 2027** and terminate on **March 2030**. The State cannot ascertain the exact time period within the 36 months that the State's Contractor will utilize this easement; therefore, the owner will be compensated for the entire 36-month period. The work is anticipated to require one or two weekends, with construction activities potentially occurring on Friday and Saturday nights, beginning **8pm and concluding 8am**.

A phone call and written notice will be provided at least **two weeks** in advance prior to entry on Grantor's property.

Written notification shall be given to the Grantor at:

CITY OF RIVERSIDE

C/O City Manager

3900 Main Street

Riverside, CA 92522

Contact Number: 951-826-5771

5. The undersigned Grantor(s) warrants(s) that they are the owner(s) in fee simple of the property affected by this Temporary Easement as described in Clause 3 above and have the exclusive right to grant this Temporary Easement. Furthermore, Grantor(s) agree(s) to indemnify the State against all adverse claims, and to pay all of the State's legal fees and all other expenses resulting from the undersigned knowingly and falsely claiming ownership of the property referred to in this document.
6. This easement may also be terminated prior to the above date by the Grantee upon written notice to the Grantor.
7. It is understood and agreed that in the event the Grantor(s) plan to sell, lease, or rent the Grantor's property prior to the earlier of the completion of the project or the final expiration date of this temporary easement, the Grantor(s) shall inform, in writing, any and all parties involved in said sale, lease, or rental, of this temporary easement and associated construction project by the State.
8. State agrees to indemnify and hold harmless the Grantor(s) 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.
9. 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.

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)

RW 8-4 (Rev. 6/95)

10. 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 assigns.
11. The grantors(s) agrees that no improvements, other than those already on the property, shall be placed thereof; and planting of any crops, trees, or shrubs, or alterations, repairs or additions to existing improvements which may hereafter be placed in said area are at grantor's risk and without expectation of payment if removed by the State.
12. This transaction will be handled through an internal escrow by **the California Department of Transportation, 464 W. 4th Street, San Bernardino, CA, 92401.**

~~In the event this information changes or the property transfers, the owner shall notify the State in writing of such occurrence at:~~

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TRANSPORTATION
464 W. 4th Street, 9th Floor, MS-950
San Bernardino, CA 92401-1400
Attn: Marishaw Campbell
Office of Right of Way
(213) 310-2489

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)

RW 8-4 (Rev. 6/95)

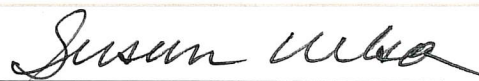
In Witness Whereof, the parties have executed this agreement the day and year first above written.

CITY OF RIVERSIDE, a California Charter City and Municipal Corporation

By _____

Edward Enriquez
Acting City Manager
City of Riverside

By _____



Susan Wilson
Assistant City Attorney
City of Riverside

RECOMMENDED FOR APPROVAL:

By: _____



Marishaw Campbell
Right of Way Agent
District 8

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

APPROVED BY:

By: _____



Aidee Arpon
Senior Right of Way Agent
District 8

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

EXHIBIT "A"

[illegible]