

, California

_____	<u>12</u> Dist.	<u>ORA</u> Co	<u>1</u> Rte.	<u>24.7</u> PM	<u>0P6809</u> <u>(1216000002)</u> Exp Auth
_____, <u>2021</u>					
The City of Huntington Beach, a California municipal corporation					
_____ <i>Grantor</i>					

Document No. 104119-1 and 104119-2, in the form of Easement Deeds, covering the property particularly described in the above instruments have been executed and delivered to Lilli Santiago, Right of Way Agent for the State of California.

This Document No. 104119-3 and 104119-4 in the form of Temporary Construction Easements, covering the property particularly described in Clause 3 below has been executed and delivered to Lilli Santiago, 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. 104119-1; -2; -3; -4 for State highway purposes, 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.
 - (C) 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.
 - (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.
 - (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 contract.
2. The State shall:
 - (A) Pay the undersigned Grantors the sum of \$18,200.00 for the property or interest conveyed by above documents when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - 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 document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - d. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
 - (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax.

3. Permission is hereby granted to State or its authorized agent to enter upon grantors' land where necessary within those certain areas shown outlined in color on the map marked Exhibit "A" attached hereto and made a part hereof, for the purpose of staging area for the proposed curb ramp reconstruction and the upgrading of the existing traffic signals due to deterioration and inefficient lighting.
4. It is understood and agreed by and between the parties hereto that payment in Clause 2(A) above includes, but is not limited to payment for site improvements: concrete pavers (~15 SF and ~30 SF), concrete sidewalk, and 6 metal bollards which are considered to be part of the realty and are being acquired by the State in this transaction.
5. 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.
6. In addition to the Fair Market Value, it is agreed by and between the parties hereto that the amount in Clause 2 above includes the sum of \$ 3,000.00 as an incentive to the Grantor for the timely signing of this Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (via certified mail 09/13/21).
7. State agrees to indemnify and hold harmless the Grantors 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.
8. In consideration of the State's waiving the defects and imperfections in the record title, as set forth in Paragraph 2(A), the undersigned Grantors covenant and agree to indemnify and hold the State of California harmless from any and all claims that other parties such as lessees, parties under mechanic liens, and beneficiaries may make or assert on the title to the premises. The Grantors' obligation herein to indemnify the State shall not exceed the amount paid to the Grantors under this contract.
9. It is agreed and confirmed by the parties for **Parcel No. 104119-1 and Parcel No. 104119-2** that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, 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 paid to the Grantors. 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. 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. 104119-3 and Parcel No. 104119-4** for a period commencing on 12/15/2021 and terminating on 05/23/2025. This easement may also be terminated prior to the above date by the Grantee upon written notice to the Grantor. At least 48 hours advance written notice will be given before any entry on Grantor's property.

Written notification shall be given to Grantor's representative:

City of Huntington Beach – Publics Work Department
William Krill, Administrative Analyst
2000 Main Street Huntington Beach, CA 92648
William.krill@surfcity-hb.org

Verbal communication with Grantor's representative shall be at telephone number: (714) 374-1713.

In the event owners need to provide written notification to State for information changes or property transfers, the owner shall notify the State in writing of such occurrence at:

STATE DEPARTMENT OF TRANSPORTATION
c/o Lilli Santiago, Right of Way Agent
1750 E. 4th Street, Suite 100
Santa Ana, CA 92705

Verbal communication with Lilli Santiago shall be at telephone number (657) 328-6346.

11. It is understood and agreed that in the event the Grantors plan to sell, lease, or rent the Grantors' property prior to the earliest of the completion of the project or the final expiration date of these Temporary Construction Easements, the Grantors shall inform, in writing, any and all parties involved in said sale, lease, or rental, of these Temporary Construction Easements and associated construction project by the State.
 12. This transaction will be handled through an internal escrow with the Department of Transportation, 1750 E. 4th Street, Suite 100, Santa Ana, CA 92705. Stewart Title Order No. 1098640.
 13. 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
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In WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

Mayor

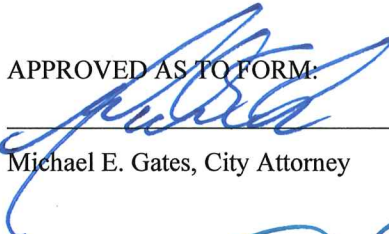
Date: _____

Robin Estanislau, City Clerk

REVIEWED AND APPROVED:

City Manager, Oliver Chi

APPROVED AS TO FORM:



Michael E. Gates, City Attorney

NW

INITIATED AND APPROVED:



Sean Crumby, Director of Public Works

Recommended for Approval:

By: _____
LILLI SANTIAGO
Right of Way Agent

Approved:
STATE OF CALIFORNIA
Department of Transportation

By: _____
EVANGELINA WASHINGTON, Branch Chief
R/W Project Coordination, Planning and
Management, & Acquisition

NO OBLIGATION OTHER THAN THOSE SETFORTH HEREIN WILL BE RECOGNIZED