

, California	DISTRICT	COUNTY	ROUTE	KILO POST	RWEA	PID
, 2017	11	SD	805	7.2	2T2609	11-1200-0217

The City of Chula Vista

Grantor--

RIGHT OF WAY CONTRACT--STATE HIGHWAY

Document No. 35383-1, 2 in the form of a Grant Deed covering the property particularly described in the above instrument has been executed and delivered to Mendi Houx, 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. 35383-1, 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.

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 **\$132,000.00** for the property or interest conveyed by above document(s) 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 right of way over said land for public or quasi-public utility or public street purposes, if any.
- (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 nondelinquent assessments which have become a lien at the close of escrow.

RIGHT OF WAY CONTRACT - STATE HIGHWAY

RW 8-3 (Rev. 6/95)

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3. Any and all monies payable under this contract, up to and including 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(s) entitled there-under; said mortgagee(s) or beneficiary(s) to furnish grantor(s) with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
4. 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.
5. 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 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 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.
6. 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 HW which required mitigation under Federal or state law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.
7. 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 in Document No. 35383-1, 2 for a period of forty-six (46) months terminating either upon completion of construction or December 31, 2020, whichever date occurs first.
8. 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 the Grantor(s) agree(s) 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 Grantor(s) for a period exceeding one month.
9. The parties hereto agree that the State, in acquiring title subject to unpaid assessments as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the Grantor(s); and as between State and Grantor(s), no contractual obligation has been made requiring their payment.
10. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 11, 4050 Taylor St., San Diego, CA 92110.

02-13-17 MH

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

The City of Chula Vista

By _____

Grantor(s)

RECOMMENDED FOR APPROVAL:

By _____
Mendi Houx,
Associate Right of Way Agent

STATE OF CALIFORNIA
Department of Transportation

By _____
Steve Aragon,
Senior Right of Way Agent

By _____
Amy Lamott Vargas,
Deputy District Director
Right of Way

No Obligations Other Than Those Set forth Herein Will Be Recognized