

**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.

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APN: 040-184-002

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
03	GLE	032	.05	OJ500 / 0319000291	SHOPP	N/A	CITY OF ORLAND	38699-1

\_\_\_\_\_, California

\_\_\_\_\_, 2024

CITY OF ORLAND

Grantor

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

This Document No. **38699-1** in the form of **TEMPORARY CONSTRUCTION EASEMENT (TCE)** to the State of California, covering the property as delineated on the attached map identified as Exhibit "A", particularly described in Clause 9 below has been executed and delivered to **JOSHUA DEGROODT**, 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 Parcel No. **38699-1** 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.
- (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.

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- (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 pay the undersigned Grantor the sum of **\$3,500.00 (\$2,500.00 in Fair Market Value Just Compensation plus a \$1,000.00 Incentive Payment as described in Clause 3 below)** for the property rights conveyed in this transaction.
3. In addition to Fair Market Value Just Compensation, it is agreed by and between the parties hereto that the amount in **Clause 2 above includes a payment of \$1,000.00 as an incentive** to the Grantor for the timely signing of this Right of Way Contract. This Incentive Payment offer will expire sixty (60) days from the Initiation of Negotiations, which occurred on \_\_\_\_\_.
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 03, 703 B Street, Marysville, California, 95901.
5. The undersigned Grantor warrants that **CITY OF ORLAND** is the owner in fee simple of the property affected by the Temporary Construction Easement, that **CITY OF ORLAND**, has the exclusive right to grant this right.
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. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to
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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.

8. 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 Grantor 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.
9. It is understood and agreed that the amount payable in Clause 2 above includes compensation in full for the actual possession and use of the TCE, identified as Parcel No. **38699-1**, for the period commencing on **July 7, 2025** and terminating on **December 8, 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 Grantor.

This TCE identified as Parcel No. **38699-1** is needed for curb, gutter, and sidewalk construction. Said easement shall be for a period of **twenty-nine (29)** 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 map marked Exhibit "A" attached hereto and made a part hereof.

10. 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.

THIS AREA LEFT INTENTIONALLY BLANK

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