

ATTACHMENT B

_____, California

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	Dist.	Co	Rte.	PM	Exp Auth

_____, 2024

County of Orange

Grantor

This agreement is made by and between the State of California, Department of Transportation (the “State”), and County of Orange, a political subdivision of the State of California (hereinafter referred to as the “Grantor or Grantors”), collectively, the “Parties”, for the (“transfer”) of certain property interests described herein.

Document No. 200908-1 in the form of a Quitclaim Deed, covering the property particularly described in the above instruments have been executed and delivered to Lilli Peterson, Associate Right of Way Agent for the State of California.

Document No. 200908-2 in the form of a Footing Easement, covering the property particularly described in the above instruments have been executed and delivered to Lilli Peterson, Associate 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. 200908-1 and 200908-2 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.
- (C) The parties to this contract shall, pursuant to 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. Parts 21 and 28 C.F.R. Section 50.3.
- (D) Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied 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) Accept delivery of property or interest conveyed by above documents and record same when title can be vested in the State subject to all matters of record.
 - (B) Pay any and all escrow, title 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 include documentary transfer tax.
3. It is agreed that the property and/or property rights conveyed by Document No. 200908-1 and 200908-2 are being conveyed to the State by the undersigned Grantor. Grantor has been informed of the right to compensation for the property and hereby acknowledges Grantor’s receipt of the items described in Clause 4 as full compensation to the Grantor in exchange for the property and/or rights conveyed by Document No. 200908-1 and 200908-2.
4. It is agreed and confirmed by the parties hereto that, as compensation to Grantor, State has completed installation of privacy fencing (411 linear feet of chain link fence with a geomembrane visual barrier as indicated herein as Exhibit A. It is understood by the parties hereto that the privacy fencing no longer exists.

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RIGHT OF WAY CONTRACT - STATE HIGHWAY

RW 8-3 (Rev. 6/95)

5. State agrees to indemnify and hold harmless the Grantor from any liability arising out of State's operations under this agreement or the rights conveyed in the Quitclaim Deed. 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.
6. It 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, commenced effective date of February 27, 1996 (ROE), and that compensation shown in Clause 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, and interest from said date.
7. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 12 Office, 1750 E. Fourth Street, Suite 100, Santa Ana, CA 92705. The acquisition price of the property being acquired in this transaction reflects the fair-market value of the property without 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.
8. All work done under this agreement shall conform to applicable building, fire and sanitary laws, ordinances, and regulation relating to such work 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.
9. As to the transaction described herein only, this agreement is the entire agreement between the Parties. It supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to the matters contained in this agreement. Any waiver, modification, consent, or acquiescence with respect to any provision of this agreement shall be set forth in writing and duly executed by both Parties to be bound thereby.

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In WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Approved as to Form
Office of the County Counsel
Orange County, California

County of Orange, a political subdivision of the
State of California

DocuSigned by:
Michael Haubert
By: 7B6E2C12961F4B3... 12/17/2024
Deputy Date

By: _____
Thomas A Miller, Chief Real Estate Officer
As per Minute Order dated _____

Recommended for Approval:

STATE OF CALIFORNIA
Department of Transportation

By: _____
LILLI PETERSON
Associate Right of Way Agent

By: _____
JENNIFER PHAM, Office Chief
District 12- Office of Right of Way & R/W Eng.

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

NO OBLIGATION OTHER THAN THOSE SETFORTH HEREIN WILL BE RECOGNIZED