

RW 8-3 (Rev. 6/95)
R/W 34886-1 Phouthavong

San Diego, California
November 9, 2012
Sandy Phouthavong

DISTRICT	COUNTY	ROUTE	POST MILE	R/W E.A	PID
11	SD	805	12.5	2T1839	1100020048

Grantor--

RIGHT OF WAY CONTRACT--STATE HIGHWAY

Document No(s). 34886-1 in the form of an Easement Deed covering the property particularly described therein has been executed and delivered to Alma Villanueva, 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. 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.
2. The State shall pay the undersigned Grantor(s) the sum of \$ 2,000.00 for the property or interest conveyed by above document(s).
3. Permission is hereby granted to the State or its authorized agent to enter upon Grantor's land where necessary within that certain area shown in Document No. 34886-1, for the purposes of constructing a sound wall.
4. It is understood and agreed between the parties hereto that the amount payable in Clause 2 above includes compensation in full for the actual possession and use of the Temporary Construction Easement identified in Document No. 34886-1 for a period of thirty-four (34) months terminating either upon completion of construction of that portion or December 31, 2015, whichever date occurs first.
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 December 1, 2012 or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use including damages, if any, from said date.
6. The undersigned Grantor(s) warrant(s) that he/she/they is/are the owner in fee simple of the property affected by these easements and that he/she/they has/have the exclusive right to grant said easements.
7. It is recognized and understood that the undersigned Grantor(s), or their successors in interest, shall not have access to the areas of the Temporary Construction Easements. Access to the areas of the Temporary Construction Easements will be granted upon the completion of construction or December 31, 2015, whichever date occurs first.

This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 11, 4050 Taylor Street, San Diego, CA 92110.

8. The Grantor(s) shall grant street access to the State, or its authorized agent, across the Grantor's property for the sole purpose of performing inspections of the sound wall, where necessary. The Grantor(s) shall be provided with advance notice for said purposes.
9. It is understood and agreed by and between the parties hereto that upon completion of construction of the sound wall, the Grantor(s) shall not remove any part of the wall, install or construct any permanent structures adjacent to the wall and/or attach any structures to the wall.
10. At no expense to the Grantor(s) and at the time of construction, the State shall extend side property fences to the sound wall, with construction consistent with existing fences. Upon completion, Grantor(s) will be responsible for maintenance and repair of said fences.

The Grantor(s) shall grant access to the State, or its authorized agent, across the Grantor's property to perform the above-mentioned work.

11. 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.
12. 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) further agree(s) to hold the State harmless and reimburse the 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.
13. It is understood and agreed that in the event the Grantor(s) plans to sell, lease, or rent the Grantor's property prior to the expiration of the temporary construction easement, the Grantor(s) shall inform, in writing, any and all parties involved in said sale, lease, or rental, of this temporary construction easement and associated construction project by the State.
14. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor(s) covenants and agrees to 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 excluding any claims known to the State of California as of the date of execution of this contract. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor(s) under this contract.
15. The parties hereto agree that the State, in acquiring title subject to unpaid assessments and/or liens as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments and/or liens. The assessments and/or liens remain the obligation of the Grantor(s), and as between State and Grantor(s), no contractual obligation has been made requiring their payment.
16. Should the property be materially destroyed by fire, earthquake, or other calamity without the fault of either party, this contract may be rescinded by State; in such an event, the State may reappraise the property and make an offer thereon.

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


Sandy Phouthavong

Grantor(s)

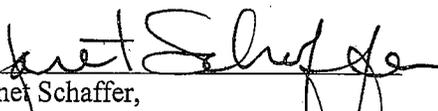
RECOMMENDED FOR APPROVAL:

By 
Alma Villanueva, *Right of Way Agent*

STATE OF CALIFORNIA
Department of Transportation

NOV 26 2012

By 
Steve Aragon,
Senior Right of Way Agent

By 
Janet Schaffer,
*Deputy District Director
Right of Way*

No Obligations Other Than Those Set forth Herein Will Be Recognized
