Jessica De Palma, an unmarried woman
(“Grantors”)

This Right of Way Contract (“Contract”) for an Easement Deed for County Road No.4083 from the Grantors in favor of the County of Kern (“Grantee”), covering the property legally described in the attached Exhibit “A” and depicted in the attached Exhibit “B” (“Property”), has been executed, acknowledged and delivered to the Kern County Roads Department.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) Grantors and Grantee have herein set forth the whole of their agreement. The performance of this Contract constitutes the entire consideration for this Contract and shall relieve Grantee of all further obligations or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

   (B) Grantee requires the Property for road widening, 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 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. Grantee shall:

   (A) Pay the Grantors the amount of $55,000.00 as set forth in the attached Exhibit “C” for the Property and interest conveyed by this Contract and Easement Deed, when the Property conveyed vests in Grantee free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:

      a. Covenants, conditions, restrictions and reservations of record, or contained in this Contract.

      b. Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.

   (B) Pay all recording fees incurred in this transaction.
3. It is agreed and confirmed by Grantors and Grantee that, notwithstanding other provisions in this Contract, the right of possession and use of the Property by Grantee, including the right to remove and dispose of improvements, commences on the date the Easement Deed is recorded and that amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such use, including damages if any.

4. Permission is hereby granted to Grantee or its authorized agent to enter upon the Property, as necessary to install the proposed road improvements and other work appurtenant thereto.

5. Grantors covenant and agree to indemnify and hold Grantee harmless from any and all claims, demands, damages, liabilities and costs which directly or indirectly results from, or arise in connection with, any negligent act or omission of Grantor, its agents or employees pertaining to its activities and obligations under this Contract.

6. Grantee covenants and agrees to indemnify and hold Grantors harmless against any and all claims, demands, damages, liabilities and costs incurred by Grantor which directly or indirectly results from, or arise in connection with, any negligent act or omission of Grantee, its agents or employees, pertaining to its activities and obligations under this Contract.

7. Grantee its contractors or assigns will cooperate with the property owner or tenant, and shall manage the operations such that vehicular and ADA pedestrian access is allowed to property owner or tenant at the end of the working day, and any time reasonably requested by property owner or tenant.

8. It is understood and agreed that Grantors assume all responsibility for any tax liability of the remainder parcel.

9. Grantors hereby agree and consent to the dismissal of any eminent domain action in the Kern County Superior Court and also waive any and all claims to any money that may now be on deposit in said action.

10. This transaction will be handled internally by the County of Kern without the use of an outside escrow company.

(Remainder of page left intentionally blank)
IN WITNESS WHEREOF, Grantors and Grantee have executed this Contract on the day and year first above written.

GRANTOR:

By: Jessica De Palma
Jessica De Palma

GRANTEE:

COUNTY OF KERN
Board of Supervisors

By: __________________________
David Couch, Chairman

APPROVED AS TO CONTENT:
Public Works Department
By: __________________________
Craig M. Pope, Director

APPROVED AS TO FORM:
Office of County Counsel
By: __________________________
Brian Van Wye, Deputy

NO OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.
County Road No. 4083 – De Palma parcel
EXHIBIT "A"
PARCEL "E", APN 368-111-08, CALLOWAY DRIVE
ACQUISITION OF LAND (FROM DACUDAO & BARUIZ)
LEGAL DESCRIPTION

PARCEL "E"

BEING THAT PORTION OF LOT 8 OF THE SALES MAP OF LANDS OF JB HAGGIN FILED
AUGUST 20, 1890, IN THE OFFICE OF THE KERN COUNTY RECORDER LOCATED IN THE
NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 27 EAST,
M.D.M., COUNTY OF KERN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO
BEING ON THE CENTERLINE OF CALLOWAY DRIVE; THENCE SOUTH 00°51'15" WEST,
ALONG THE WEST LINE OF SAID SECTION AND THE CENTERLINE OF CALLOWAY
DRIVE, A DISTANCE OF 451.35 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY
210.00 FEET OF THE NORTH HALF OF SAID LOT 8; THENCE SOUTH 89°09'05" EAST,
ALONG SAID NORTHERLY LINE, A DISTANCE OF 32.52 FEET TO THE NORTHEAST
CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED
RECORDED JUNE 30, 1998 AS DOCUMENT NO. 0198087514, OFFICIAL RECORDS, IN THE
OFFICE OF THE KERN COUNTY RECORDER; THENCE ALONG THE FOLLOWING FIVE (5)
COURSES:

1) DEPARTING SAID PARCEL, SOUTH 89°09'05" EAST, CONTINUING ALONG SAID
NORTHERLY LINE, A DISTANCE OF 26.91 FEET; THENCE

2) SOUTH 01°53'45" WEST, A DISTANCE OF 65.01 FEET TO THE NORTHERLY
LINE OF THE SOUTHERLY 145.00 FEET OF THE NORTH HALF OF SAID LOT 8;
THENCE

3) NORTH 89°09'05" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF
18.13 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF
LAND IN SAID GRANT DEED AND TO THE BEGINNING OF A NON-TANGENT
CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2,040.50 FEET, FROM
WHICH POINT A RADIAL LINE BEARS SOUTH 84°40'10" WEST; THENCE

4) NORTHERLY ALONG SAID CURVE AND ALONG THE EASTERLY LINE OF SAID
PARCEL, THROUGH A CENTRAL ANGLE OF 00°57'11", AN ARC DISTANCE OF
33.94 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE
EASTERLY, HAVING A RADIUS OF 1,959.50 FEET; THENCE

5) NORTHERLY ALONG SAID CURVE AND CONTINUING ALONG SAID EASTERLY
LINE, THROUGH A CENTRAL ANGLE OF 00°55'16", AN ARC DISTANCE OF
31.50 FEET TO THE POINT OF beginning.

CONTAINING 1,463 SQUARE FEET, MORE OR LESS.

McINTOSH & ASSOCIATES

661-834-4814 • 661-834-0972
2001 Wheelan Court • Bakersfield, CA 93309

P:\PROJECTS\13098.00-NCMENG\LEGALS\13098EM01_E-BARUIZ_ACQUISITION.DOC JM 2/7/2014
EXHIBIT “C”

COMPENSATION BREAKDOWN FOR
Jessica De Palma
APN 368-111-08
CALLOWAY DRIVE WIDENING PROJECT

EASEMENT AREA:
1,463 SF @ $8.25/SF $12,070

IMPROVEMENTS:
Concrete Driveway – 360 square feet $5,990
Landscaping – 3 trees $8,100
Chain Linked Fence – 92 linear feet $2,002
Walkway – 46 square feet $ 435

TOTAL FOR IMPROVEMENTS $16,527

SEVERAGE DAMAGE: $26,403

TOTAL JUST COMPENSATION (RND): $55,000