

California

19

ACCT.	DIST.	COUNTY	ROUTE	SECTION	ALLOT.
	V	SLO	2	#533 ^E	5V11H0117

Station _____ to station _____

Side of Highway.

Grantor _____

RIGHT OF WAY CONTRACT—STATE HIGHWAYDocument No. 533 in the form of a Grant Deed,

covering the following described property: more particularly described in the above-
numbered document

has been executed and delivered to JAMES R. CROOKHAM,

Right of Way Agent of 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:

A. Pay the undersigned grantor the sum of \$ _____ for the property or interest therein as conveyed by Document No. 533 within sixty (60) days after date title to said property vests in, or is in escrow for, the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), except:

- (1) Taxes for the fiscal year in which this escrow closes shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code.

From the amount shown in Clause 2A above, the State is authorized to pay any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this contract.

- (2) Rights of way or easements for public or private roads or highways across said property as the same now exist, including a right of way for public highway conveyed to the County of San Luis Obispo by deed recorded October 9, 1914, in Book 102 at page 251 of Deeds.

B. Pay all escrow and recording fees incurred in this transaction including documentary stamp tax, if required, and if title insurance is desired by the State, the premium charged therefor. Said escrow and recording charges shall not, however, include reconveyance fees, trustee's fees or forwarding fees for any full reconveyance of deed of trust or full release of mortgage.

This transaction will be handled through an escrow with Security Title Insurance Company of San Luis Obispo.

C. At time of construction and at no expense to grantor, construct a 5-strand barbed wire fence on metal posts on grantor's remaining property right of Eng. Sta. 440 \pm to 446 \pm and left of F-31 Sta. 17 \pm to 20 \pm immediately adjacent to the right of way line, and place a western gate into the easterly new fence line opposite Eng. Sta. 442 \pm and also replace any fencing disturbed in utilization of that drainage easement referred to in the above deed.

D. At the time of construction and at no expense to grantor, plant the area described as Part 3 in above deed, to Bermuda grass.

3. Any and all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on the note secured by Deed of Trust recorded August 16, 1961, in Book 1139, Page 253, Official Records of San Luis Obispo County, together with penalty (if any) for payment in full in advance of maturity, shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary to furnish grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said deed of trust.

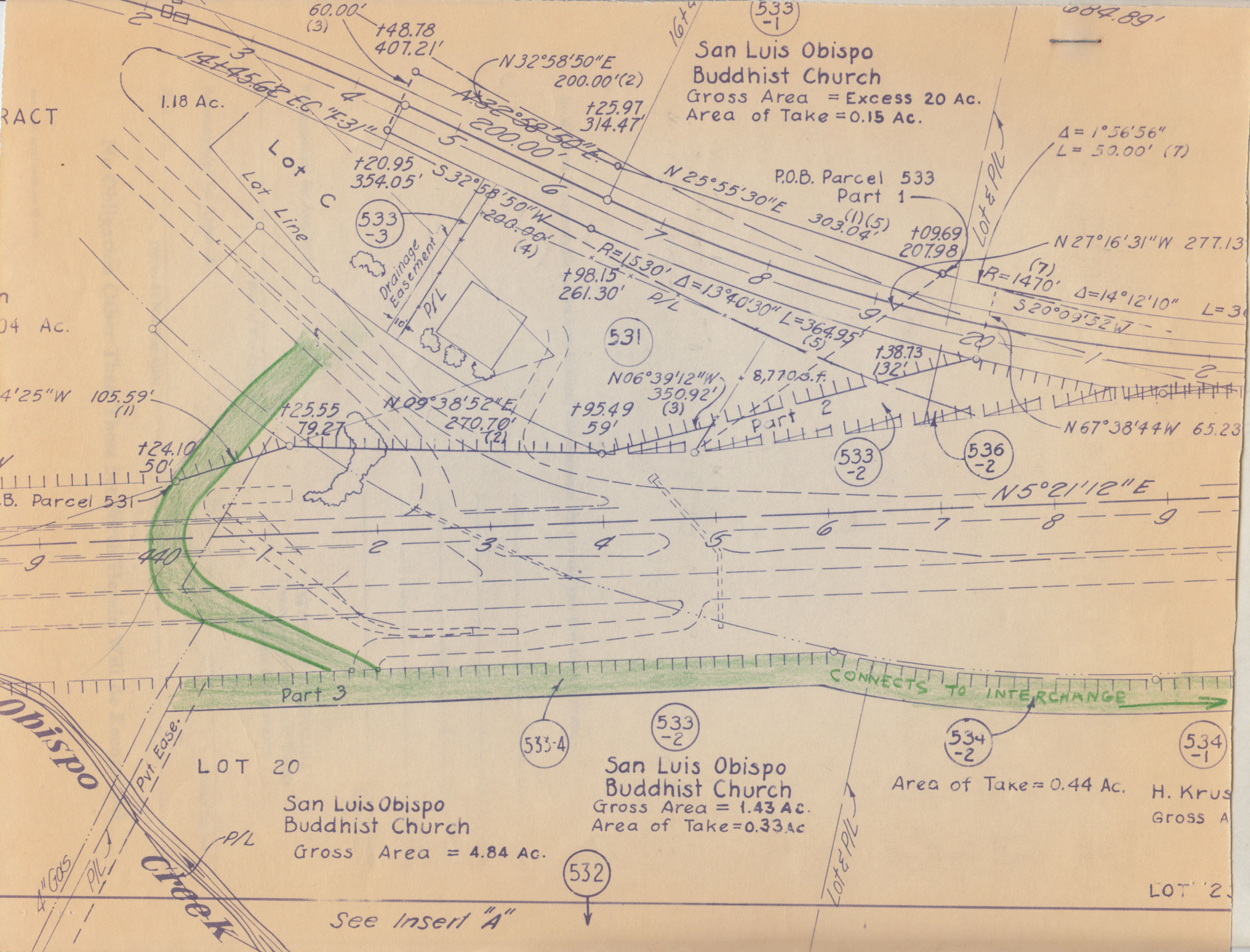
4. State agrees that that portion of Deed #533 which states "...remaining lands lying easterly of said freeway shall abut upon and have access to said cattle trail which will be connected to a public road only at such points as may be established by public authority" will have an alignment substantially as that shown in green on the attached map.

Free

San Luis Obispo
Buddhist Church
Gross Area = 1.43 Ac.
Area of Take = 0.33 Ac

Area of Take = 0.44 Ac. H. Krus
Gross A

See Insert "A"



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

Grantor_____

Recommended for Approval,

By_____ *Right of Way Agent*

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

Recommended for Approval,

By_____ *District Right of Way Agent*

By_____ *District Engineer*

No Obligation Other Than Those Set Forth Herein Will Be Recognized

6. At the time of construction, the State shall place 60+ feet of corrugated metal conduit, 8" diameter under "F-31" line at Station 13+40+, and 40+ feet of corrugated metal conduit, 8" diameter under the existing Avila Road 290+ feet left of SLO-2-E Center line station 440+36+. It is understood that upon completion of this work, these conduits shall be considered as encroachments upon the State highway, and will be maintained by grantor according to the rules and regulations of the Division of Highways.