RIGHT OF WAY CONTRACT - STATE HIGHWAY

, California , 20	District	County	Route	Post Mile	Exp Auth
	5	MON	101	41.4	1C9609

Grantor(s) **PROJECT:** 0513000019 9

THIS DOCUMENT NO. 11793-1 in the form of a PERMANENT UTILITY EASEMENT, covering the property particularly described in the above instrument has been executed and delivered to KEVIN JONES, 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 improvement.
- 2. The State shall pay the undersigned grantor(s) the sum of $\frac{$1000.00}{}$ for this Permanent Utility Easement
 - (A) State shall pay all escrow, notary and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor.
- 3. Permission is hereby granted the State or its authorized agent to enter upon grantor's land where necessary within that certain area shown outlined in color on the map marked Exhibit "A" attached hereto and made a part hereof, for the purpose of installing and maintaining a PG&E gas distribution line.
- 4. The undersigned grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by this Permanent Utility Easement as described in Clause 3 above and that they have the exclusive right to grant this Permanent Utility Easement.
- 5. The State agrees to indemnify and hold harmless the grantor(s) from any liability arising out of the State's operations under this agreement. The State further agrees to assume responsibility for any damages proximately caused by reason of State's operation under this agreement and State will, at its option, either repair or pay for such damage.

- 6. 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 05/31/2018 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.
- 7. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 5 Office, 50 Higuera Street, San Luis Obispo, CA 93401-5415.

IN WITNESS WHEREOF, the parties and year first above written.	have executed this agreement the day
	Grantor(s)
RECOMMENDED FOR APPROVAL:	ACCEPTED: STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
By KEVIN JONES Right of Way Agent	ByPATRICK MASON Acquisition Branch Right of Way

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Part of Document No. 11793



