

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY CONTRACT - STATE HIGHWAY**  
 RW 8-3 (Rev. 6/95)

Costa Mesa, California

	12	ORA	405	12.4	0695U9
	Dist	Co	Rte	KP	Exp Auth

\_\_\_\_\_, 2006

Grantor: City of Costa Mesa, a Municipal  
 Corporation

Document No. 102347-1, in the form of a Grant Deed covering the property particularly described in the above instrument has been executed and delivered to Evangelina Washington, 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. 102347-1 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.

Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties 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. The State shall:
  - (A) Accept delivery of property or interest conveyed by above document and record same when title can be vested in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
    - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
    - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
    - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
  - (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor.

3. It is agreed that the property conveyed by Document No. 102347-1 is being donated to the State by the undersigned Grantor. Grantor having initiated this donation, have been informed of the right to compensation for the property donated and hereby waive such right to compensation.
  4. State agrees to indemnify and hold harmless the Grantor(s) from any liability arising out of State's operations under this agreement. 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.
  5. The acquisition price of the property being acquired in this transaction reflects the fair-market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by 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 other than the City of Costa Mesa.
  6. In consideration of the State's waiving the defects and imperfections in the record title, as set forth in 2(a), the undersigned Grantor 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. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.
  7. 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, if any, commenced on April 3, 2000 per Right of Entry between the City of Costa Mesa and the State. It is understood between both parties that the State's project has been completed.
  8. It is agreed and confirmed by the parties hereto that all terms and conditions of the Right of Way Contract – State Highway –Donation dated July 21, 2004 remain unchanged. See attached copy referenced as Exhibit A.
  9. Escrow will be handled through an internal escrow with the Department of Transportation, 3337 Michelson Drive, Suite 380, Irvine, CA 92612-8894.
-

**RIGHT OF WAY CONTRACT – STATE HIGHWAY (Cont.)**

RW 8-3 (Rev. 6/95)

---

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

**GRANTOR**

**THE CITY OF COSTA MESA**, a Municipal Corporation

By: \_\_\_\_\_  
Allan Mansoor, Mayor

**ATTEST**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

Recommended for Approval:

By: \_\_\_\_\_  
Evangelina Washington  
Right of Way Agent

STATE OF CALIFORNIA  
Department of Transportation

By : \_\_\_\_\_  
Nancy A. Johnson, Chief  
R/W Acquisition Branch

By: \_\_\_\_\_  
Deborah C. Meyers,  
Project Delivery Manager - District 12  
Irvine Field Office  
Southern R/W Region

Date: \_\_\_\_\_

**NO OBLIGATION OTHER THAN THOSE SETFORTH HEREIN WILL BE RECOGNIZED**

---

---