

**AGREEMENT FOR PURCHASE AND SALE OF PERMANENT STREET  
EASEMENTS AND ESCROW INSTRUCTIONS  
APN 511-011-08**

**ASHLAN AND POLK TRAFFIC SIGNAL AND WIDENING PROJECTS  
City Project No.: PW00936**

This Agreement for Permanent Street Easements (Agreement) is entered into by and between ROBERT A. KNIGHT AND PAMELA M. KNIGHT (Owner), without regard to number or gender, and the CITY OF FRESNO, a municipal corporation (City) for permanent street easements and right-of-way for public street purposes on the following terms and conditions.

1. The real property which is the subject of this Agreement, hereinafter "Subject Property", is a Permanent Street Easement being approximately 3,032 square feet in size, as described on that "Deed of Easement" attached hereto as Exhibit "A" and incorporated herein by reference to facilitate the West Ashlan Avenue and North Polk Avenue Traffic Signal Project; and a permanent street easement being approximately 10,815 square feet in size, as described on that "Irrevocable Offer to Dedicate Real Property" attached hereto as Exhibit "B" and incorporated herein by reference to facilitate the widening of West Ashlan Avenue and the widening of North Polk Avenue, collectively referred to as "Project," situated in the City of Fresno, County of Fresno, State of California, within Assessor's Parcel Number 511-011-08.
2. Owner agrees to grant to the City a permanent street easement and right of way, (Easement) for public street purposes over, under, through, and across the Subject Property, free and clear of all liens, encumbrances, and restrictions of record.
3. Owner agrees to execute an Irrevocable Offer to Dedicate Real Property to the City for permanent street easement and right of way, (Irrevocable Offer) for public street purposes over, under, through, and across the Subject Property, free and clear of all liens, encumbrances, and restrictions of record.
4. City shall pay just compensation of THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND 00/100 (\$335,000.00) for the Easement and Irrevocable Offer, including cost to cure damages, benefits and/or severance damages to the remainder, if any, as indicated on Exhibit "C", attached hereto, and incorporated herein by reference, for the Subject Property.
5. Clause 4 above may include payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this project and must be removed in order to proceed with the construction of the project. If Owner does not replace said items, City may install temporary fencing on Owner's property lying immediately adjacent to the new right of way line, if necessary, to hold in livestock during construction of the road project, and/or plug the irrigation line(s) at Owner's property line. Owner hereby agrees to allow the

City, its agents, employees, authorized contractors and subcontractors and their employees access to their remaining property to perform said work.

6. The Effective date of this Agreement shall be upon its duly authorized execution by the City and the payment of THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND 00/100 (\$335,000.00) just compensation to the Owner.
7. Owner represents and warrants that it holds fee title to the Subject Property and has the authority to enter into the Agreement herein made.
8. Owner agrees to hold the City harmless and reimburse the City for any and all losses and expenses as to the Subject Property by reason of any change in ownership or Lease of said Subject Property held by any tenant of the Owner.
9. The sale shall be completed through an escrow to be opened at Old Republic Title Company, Order No.: 1411022248-DB. Said escrow shall be opened upon the following terms and conditions, and the Seller and Buyer by their signature to this Agreement make this paragraph their escrow instructions:

a. The City shall deposit the sums specified in Paragraphs 4 of this Agreement and the closing costs in escrow upon receipt of a demand and statement from said title company therefor.

b. Payment of said sums, less Seller's cost to clear title, if any, may be made to Seller only when escrow holder possesses and is in a position to deliver to the Buyer a 1) fully executed and recorded "Deed of Easement" and an Irrevocable "Offer to Dedicate Real Property" to the subject property and when said escrow holder stands ready to issue to the Buyer a standard title insurance policy guaranteeing title to said property to the Buyer free and clear of all liens, encumbrances and restrictions of record, except for: Items 7, 8, 9, 10, 11 and 15, contained in the Preliminary Title Report No. 1411022248-DB dated: August 23, 2021 from Old Republic Title Company.

c. The City reserves the right to accept title to the property interest to be acquired by City herein subject to certain defects in any or all matters of record title to the property. In consideration for Owner receiving the total sum as stated in Paragraph 4, the undersigned Owner covenants and agrees to indemnify and hold the City harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring which arise out of or are in connection with the foregoing defects in title to the property. The Owner's obligation herein to indemnify and hold harmless the City shall not exceed the amount paid to the Owner under specified in Paragraph 4.

d. It is understood that Seller shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the subject property. It is further Seller's responsibility to apply to the County Tax Collector for any refund or decrease in taxes which may be granted.

e. The escrow fee, cost of policy of title insurance, recording fees (if any), and all other closing costs shall be paid by the City. Seller will pay any cost to convey the title to the subject property in the condition described in 9.b above.

f. Disbursements of the purchase price to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

10. Owner shall indemnify, hold harmless, and defend the City, its officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the Owner, City, or any other third party, arising directly or indirectly from the release, presence or disposal of any hazardous substances or materials (as now or hereafter defined in any law, regulation, or rule) in, on, or about the Property on or before the effective date of this Agreement. This indemnity shall include, without limitation, any claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), or any other federal, state or local law whether statutory or common law, ordinance, or regulation. Costs or losses covered will include, without limitation, consultants, engineering, investigator fees, clean up or disposal costs and attorneys' fees, and damages. The Owner's obligation herein to indemnify and hold harmless the City shall not exceed the amount paid to the Owner specified in Paragraph 4. This limitation does not preclude the City from bringing a claim against Owner for a loss on the adjacent property.

11. Miscellaneous Provisions:

a. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

b. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement any rights and duties hereunder shall be Fresno, California.

c. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

d. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability or any one provision in this Agreement shall not affect the other provisions.

e. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

f. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

g. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment.

h. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

i. Exhibits and Attachments. Each Exhibit and Attachment referenced herein is by such reference incorporated into and made a part of this Agreement for all purposes.

j. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Owner.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the Effective date of this Agreement as defined above.

CITY OF FRESNO,  
A California municipal corporation

ROBERT A. KNIGHT AND PAMELA M. KNIGHT

By: \_\_\_\_\_  
Scott L. Mozier, PE,                    Date  
Public Works Director

By: Robert A Knight 12/20/21  
Robert A. Knight                    Date

RECOMMENDED FOR APPROVAL:

By: Victoria Gonzales 12/29/21  
Victoria Gonzales                    Date  
Senior Real Estate Agent

By: Pamela M. Knight 12/23/2021  
Pamela M. Knight                    Date

By: R. Scott Beyelia 12-30-21  
R. Scott Beyelia                    Date  
Supervising Real Estate Agent

PROPERTY ADDRESS:  
3945 N. Polk Avenue  
Fresno, CA 93722

OWNER MAILING ADDRESS:  
3945 N. Polk Avenue  
Fresno, CA 93722

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

ATTEST:  
TODD STERMER, CMC, MMC  
City Clerk

By: [Signature] 1/24/22  
Deputy                    Date

By: \_\_\_\_\_  
Deputy                    Date

Attachments:

- 1. Exhibit "A"
- 2. Exhibit "B"
- 3. Exhibit "C"

**Recording Requested By:**  
Public Works Department  
City of Fresno  
No Fee-Gov't. Code Sections  
6103 and 27383

**EXHIBIT "A"**

**When Recorded, Mail To:**  
Public Works Department  
City of Fresno  
2600 Fresno Street  
Fresno, CA. 93721-3623  
ATTN: Right-of-way Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
PW 2020-15890

APN 511-011-08 (portion)

**DEED OF EASEMENT**

ROBERT A. KNIGHT and PAMELA M. KNIGHT, GRANTORS, hereby GRANT to the City of Fresno, a municipal corporation, GRANTEE, an easement and right-of-way for public street purposes over, under, through and across all that real property situated in the City of Fresno, County of Fresno, State of California, more particularly described and shown as follows:

See Exhibits "A" and "B", which are attached and incorporated herein

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ROBERT A. KNIGHT

By: \_\_\_\_\_

Dated: \_\_\_\_\_

PAMELA M. KNIGHT



EXHIBIT "A"

APN 511-011-08 (portion)  
Public Street Easement

That portion of the Northwest quarter of Section 22, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the Official Township Plat thereof described as follows:

COMMENCING at the North quarter corner of said Section 22; thence North 89° 45' 33" West, along the North line of the Northwest quarter of said Section 22, a distance of 20.00 feet to the TRUE POINT OF BEGINNING; thence

- 1) South 00° 18' 46" West, along a line that is parallel with and 20.00 feet west of the East line of the Northwest quarter of said Section 22, a distance of 30.00 feet to the Northeast corner of that certain parcel described in Deed of Easement recorded July 15, 2019 as Document No. 2019-0077690, Official Records Fresno County; thence
- 2) North 89° 45' 33" West, along the North line of said parcel, a distance of 11.00 feet; thence
- 3) South 00° 18' 46" West, along the West line of said parcel, being parallel with and 31.00 feet west of the East line of the Northwest quarter of said Section 22, a distance of 56.05 feet; thence
- 4) North 44° 41' 52" West, a distance of 11.32 feet; thence
- 5) North 89° 41' 14" West, a distance of 12.00 feet; thence
- 6) North 00° 18' 46" East, a distance of 17.01 feet; thence
- 7) North 44° 43' 34" West, a distance of 19.80 feet; thence
- 8) North 89° 45' 53" West, a distance of 4.01 feet; thence
- 9) North 00° 14' 07" East, a distance of 12.00 feet; thence
- 10) North 44° 45' 53" West, a distance of 7.07 feet; thence
- 11) North 00° 14' 07" East, a distance of 30.00 feet to a point on the North line of the Northwest quarter of said Section 22; thence
- 12) South 89° 45' 53" East, along said North line, a distance of 54.09 feet to the TRUE POINT OF BEGINNING.

Contains an area of: 3,032 Sq. Ft., more or less.

2020-040  
15-A-9651



APN: 511-011-08 (portion)  
Irrevocable Offer of Public Easement

**EXHIBIT "A"**  
Page 1 of 2

AREA 1

That portion of the Northeast Quarter of the Northwest Quarter of Section 22, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, described as follows:

**COMMENCING** at the North quarter corner of said Section 22; thence North 89° 45' 53" West, on the North line of said Northeast quarter of said Section, a distance of 74.09 feet, to the true **POINT OF BEGINNING**;

Thence, leaving said North line, South 0° 14' 07" West, a distance of 30.00 feet;

Thence South 44° 45' 53" East, a distance of 7.07 feet;

Thence South 0° 14' 07" West, a distance of 8.00 feet;

Thence North 89° 45' 53" West, on a line, parallel with and 43.00 feet South of said North line, a distance of 151.57 feet;

Thence North 77° 36' 44" West, a distance of 9.50 feet;

Thence North 89° 45' 53" West, on a line, parallel with and 41.00 feet South of said North line, a distance of 68.28 feet to the West line of the East half of the Northeast quarter of the Northwest quarter of said Section 22;

Thence North 0° 15' 03" East, on said West line, a distance of 41.08 feet to the North line of the Northeast quarter of the Northwest quarter of said Section 22;

Thence South 89° 45' 53" East, on said North line, a distance of 224.13 feet to the true **POINT OF BEGINNING**.

Easement Area 1 = 9,544.28 Square Feet

2021-020 (a)  
15-A-9863 (a)



9-3-2021



APN: 511-011-08 (portion)  
Irrevocable Offer of Public Easement

**EXHIBIT "A"**  
Page 2 of 2

AREA 2

That portion of the Northeast Quarter of the Northwest Quarter of Section 22, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, described as follows:

**COMMENCING** at the North quarter corner of said Section 22; thence North 89° 45' 53" West, on the North line of said Northeast quarter of said Section, a distance of 20.00 feet;

Thence South 0° 18' 46" West, leaving said North line, on a line parallel with and 20.00 feet West of East line of said Northeast quarter, a distance of 30.00 feet;

Thence, North 89° 45' 53" West, parallel with said North line, a distance of 11.00 feet;

Thence South 0° 18' 46" West, on a line parallel with and 31.00 feet West of East line of said North quarter, a distance of 56.05 feet, to the true **POINT OF BEGINNING**;

Thence, South 44° 41' 52" East, a distance of 11.32 feet;

Thence, North 89° 41' 14" West, a distance of 9.99 feet;

Thence South 0° 18' 46" West, on a line, parallel with and 49.00 feet West of said East line, a distance of 72.37 feet to the North line of the South 1,170.00 feet of said Northeast quarter;

Thence, South 89° 45' 53" East, on last said North line, a distance of 18.00 feet;

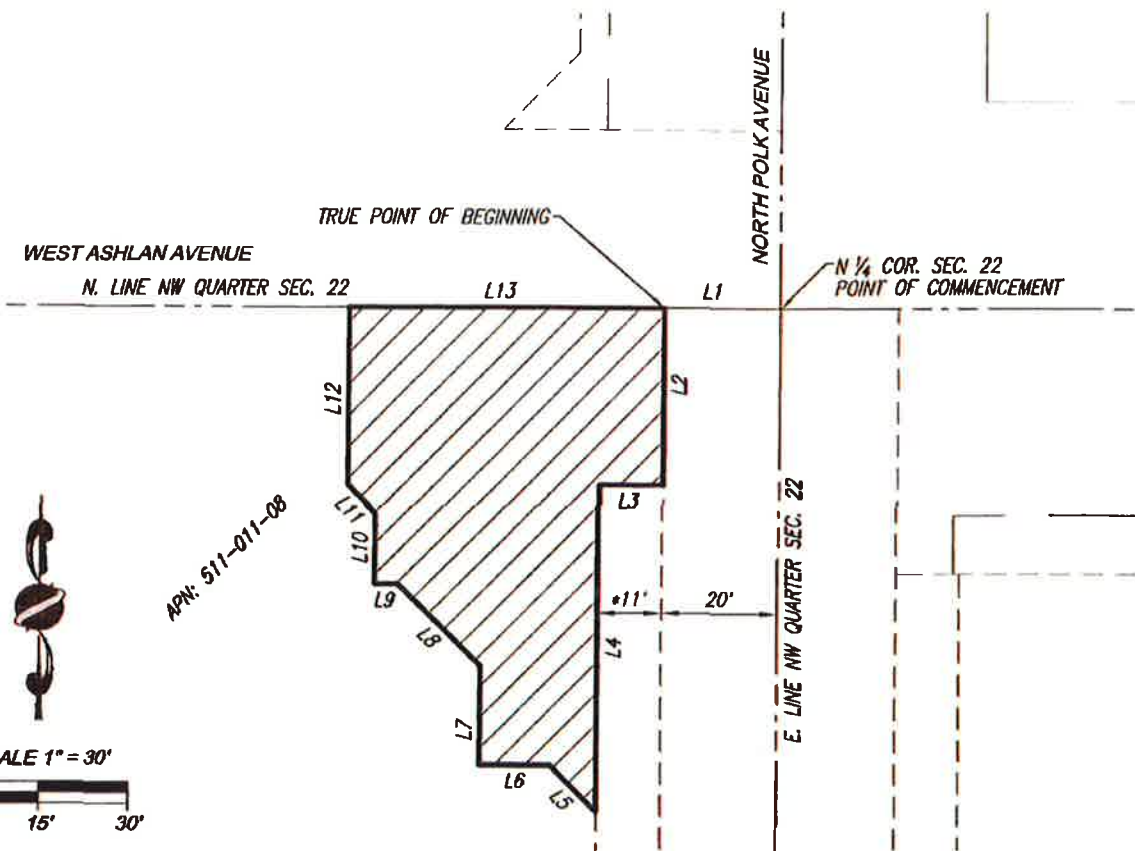
Thence North 0° 18' 46" East, on a line parallel with and 31.00 feet West of said East line, a distance of 64.34 feet to the true **POINT OF BEGINNING**.

Easement Area 2 = 1,270.36 Square Feet

2021-020 (a)  
15-A-9863 (a)




# EXHIBIT "B"



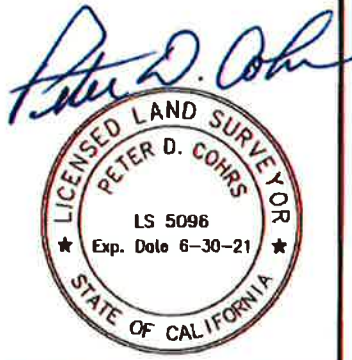
| LINE TABLE |             |        | LINE TABLE |             |        | LINE TABLE |             |        | LINE TABLE |             |        |
|------------|-------------|--------|------------|-------------|--------|------------|-------------|--------|------------|-------------|--------|
| LINE       | BEARING     | LENGTH | LINE       | BEARING     | LENGTH | LINE       | BEARING     | LENGTH | LINE       | BEARING     | LENGTH |
| L1         | N89°45'53"W | 20.00' | L5         | N44°41'52"W | 11.32' | L9         | N89°45'53"W | 4.01'  | L13        | S89°45'53"E | 54.09' |
| L2         | S0°18'46"W  | 30.00' | L6         | N89°41'14"W | 12.00' | L10        | N0°14'07"E  | 12.00' |            |             |        |
| L3         | N89°45'53"W | 11.00' | L7         | N0°16'46"E  | 17.01' | L11        | N44°45'53"W | 7.07'  |            |             |        |
| L4         | S0°18'46"W  | 56.05' | L8         | N44°43'34"W | 19.80' | L12        | N0°14'07"E  | 30.00' |            |             |        |

**LEGEND:**

 INDICATES AREA OF EASEMENT TO BE GRANTED TO THE CITY OF FRESNO FOR PUBLIC STREET PURPOSES  
 AREA: 3,032 SQ. FT.

**NOTES:**

\* RIGHT OF WAY FOR PUBLIC STREET PREVIOUSLY GRANTED PER DEED RECORDED JULY 15, 2019, DOC. NO. 2019-0077690, O.R.F.C.



P:\CML 3D PROJECTS\2018\18-242 SURVEY AND MAPPING\SURVEY EXHIBITS\ROW DEDICATION 511-011-08\511-011-08 ROW DEDICATION.DWG 8/26/2020 10:45:50 AM

|  |   |  |   |
|--|---|--|---|
| REF. & REV.<br>2020-040<br>PWF<br>PLAT | <b>CITY OF FRESNO</b><br>DEPARTMENT OF PUBLIC WORKS   | PROJ. ID. _____<br>FUND NO. _____<br>ORG. NO. _____                        | KRA<br>RES TYPE _____                           |
|  | PORTION OF NW QUARTER SEC. 22, T13S, R19E<br>TO BE GRANTED AS EASEMENT FOR PUBLIC STREET PURPOSES | DR. BY _____<br>CH. BY _____<br>DATE _____<br>SCALE _____<br>JOB NO. _____ | SHEET NO. _____<br>OF _____ SHEETS<br>15-A-9651 |

**Recording Requested By:**  
Public Works Department  
City of Fresno  
No Fee-Gov't. Code Sections  
6103 and 27383

**EXHIBIT "B"**

**When Recorded, Mail To:**  
Public Works Department  
City of Fresno  
2600 Fresno Street  
Fresno, CA 93721-3623  
Attn: ROW Section

APN: 511-011-08 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
PW2021-15975

**IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY**

Robert A Knight and Pamela M. Knight, GRANTORS, hereby GRANT to the City of Fresno, a Municipal Corporation, GRANTEE, an easement and right-of-way for public street purposes over, under, through and across all that certain real property situated in the City of Fresno, County of Fresno, State of California, said real property being more particularly described and shown as follows:

See Exhibits "A" and "B", which are attached and incorporated herein

This offer to dedicate is irrevocable, as authorized by Section 66477.2 of the State of California Government Code, shall be binding on the grantor, the heirs, assigns, and successors of the grantor, and shall continue in effect until the Council of the City of Fresno adopts a resolution accepting or rejecting the offer. The City does not intend to accept the offered dedication at this time, but wishes to have this conveyance recorded so that interested persons will have notice of the City's interest in the property offered for dedication. Acceptance of this Irrevocable Offer to Dedicate shall not be deemed to be an acceptance of the offer to dedicate so as to complete the dedication at this time but is merely accepting the document for the purposes of having it recorded.

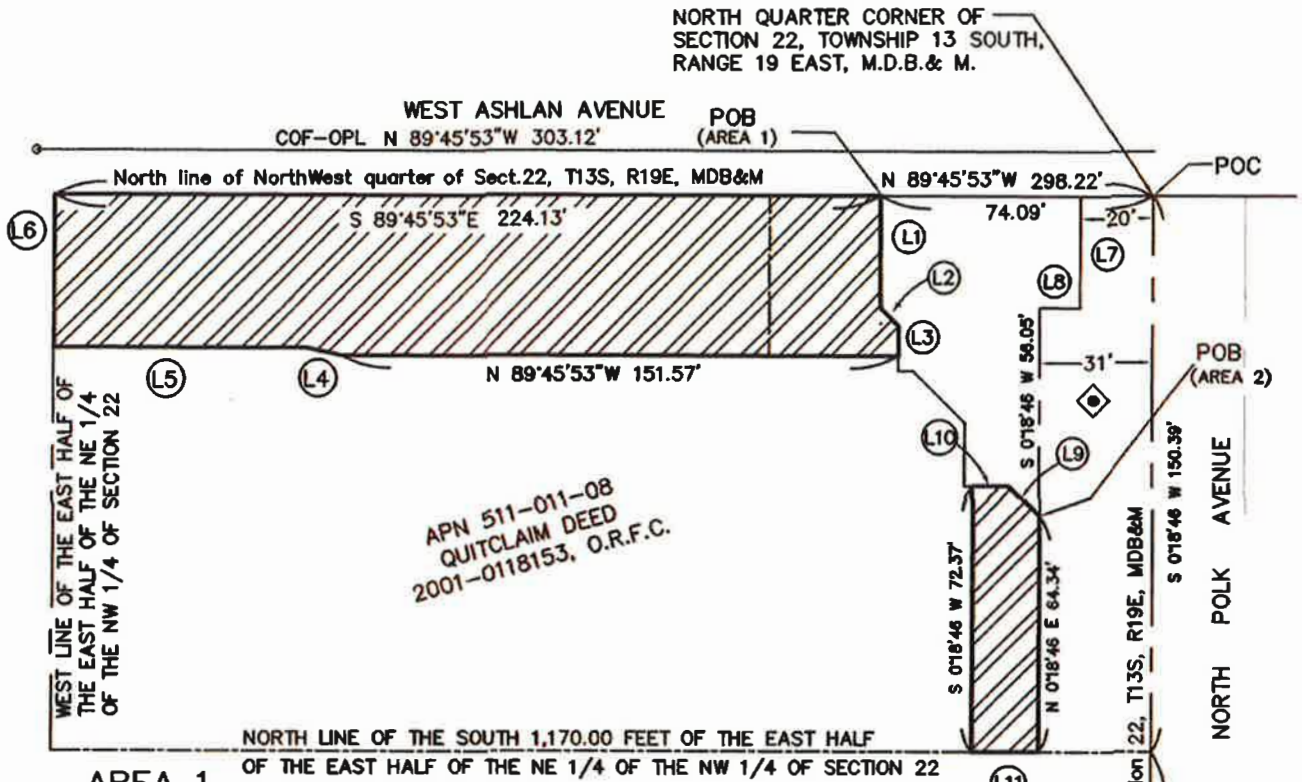
Dated \_\_\_\_\_, 2021

BY: \_\_\_\_\_  
Robert A. Knight

BY: \_\_\_\_\_  
Pamela M. Knight

2021-020 (a)  
15-A-9863 (a)

# EXHIBIT "B"



## AREA 1

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 014°07" W   | 30.00'   |
| L2   | S 44°45'53" E | 7.07'    |
| L3   | S 014°07" W   | 8.00'    |
| L4   | N 77°36'44" W | 9.50'    |
| L5   | N 89°45'53" W | 68.28'   |
| L6   | N 015°03" E   | 41.08'   |

## AREA 2

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L7   | S 018°46" W   | 30.00'   |
| L8   | N 89°45'53" W | 11.00'   |
| L9   | N 44°41'52" W | 11.32'   |
| L10  | N 89°41'14" W | 9.99'    |
| L11  | S 89°45'53" E | 18.00'   |

POSITION OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 19 EAST, M.D.B. & M.



SCALE: 1' = 50'

HATCHED AREA TO BE DEDICATED AS IRREVOCABLE OFFER OF EASEMENT

AREA 1 = 9,544.28 SQ. FT.  
AREA 2 = 1,270.36 SQ. FT.

PREVIOUSLY DEEDED FOR PUBLIC ROAD PURPOSES AS PER DEED RECORDED MAY 4, 1911 IN BOOK 477, PAGE 203 AS DOC. NO. 7834, OFFICIAL RECORDS OF FRESNO COUNTY.

9-3-2021

|                         |   |                 |                 |
|-------------------------|---|-----------------|-----------------|
| REF. & REV.             | CITY OF FRESNO  | PROJ. ID. _____ | SHEET NO. 1     |
| FILE NO.<br>2021-020(a) |   | FUND NO. _____  |                 |
|                         | AREAS TO BE GRANTED TO THE CITY OF FRESNO FOR:<br>IRREVOCABLE OFFER OF EASEMENT | ORG. NO. _____  | CH BY: J. CAMIT |
|                         |   |                 | DATE: 8/30/21   |
|                         |   |                 | 15-A-9863(a)    |



# EXHIBIT "C"

## APPRAISAL SUMMARY SHEET

**Project Parcel**           Knight Property                **APN**           511-011-08          

**Owner:**           Robert A & Pamela M Knight          

**Property Address**           3945 N Polk Avenue | Fresno, CA 93722          

**Date of Value:**           September 10, 2021          

**Total Parcel Size:**           36,154 SF                **Zoning**           RS-4          

**Present Use:**           Rural Residential                **Highest/ Best Use:**           Investment          

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**Area To Be Acquired /**      **Acquisition**      **13,846 SF**

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Part Taken:

|                                       |    |                   |
|---------------------------------------|----|-------------------|
| Acquisition = 13,846 SF @ \$5.00/SF = | \$ | 69,230.00         |
| Wood Fence = 34 LF @ \$25/LF =        |    | 850.00            |
| Chain Link Fence = 14 LF @ \$20/LF =  |    | 280.00            |
| Large Bushes = 3 @ \$150/Bush =       |    | 450.00            |
| Medium Bushes = 4 \$100/Bush =        |    | 400.00            |
| Large Cactus = \$300 =                |    | 300.00            |
| Miscellaneous Shrub = \$100 =         |    | 100.00            |
| Fruit Tree = 1 @ \$500/Tree =         |    | 500.00            |
| Crepe Myrtle Tree = 1 @ \$500/Tree =  |    | 500.00            |
| Oleander Trees = 4 @ \$750/Tree =     |    | 3,000.00          |
| Rose Bushes = 10 @ \$200/Bush =       |    | 2,000.00          |
| Concrete Pad = 360 SF @ \$5/SF =      |    | 1,800.00          |
| Concrete Drive = 2,728 SF @ \$5/SF =  |    | 13,640.00         |
| Gravel Drive = 360 SF @ \$3/SF =      |    | 1,080.00          |
| Lawn = 4,566 SF @ \$1.50/SF =         |    | 6,849.00          |
| River Rock = 150 SF @ \$3/SF =        |    | 450.00            |
| Brick Flower Bed = 140 LF @ \$10/LF = |    | 1,400.00          |
| Brick Edging = 36 LF @ \$10/LF =      |    | <u>360.00</u>     |
| Total Part Taken =                    | \$ | <u>103,189.00</u> |

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Less Cost to Cure:

|  |    |                   |
|--|----|-------------------|
| Move Gate = 1 @ \$250/Gate =                   | \$ | 250.00            |
| Block & Wrought Iron Wall = 430 LF @ \$60/LF = | \$ | 25,800.00         |
| Move Landscaping Rocks = 5 @ \$150/Rock =      | \$ | 1,000.00          |
| Relocated Irrigation Lines = \$1,500 =         | \$ | 1,500.00          |
| Re-design Driveway = \$5,000 =                 | \$ | 5,000.00          |
| Value of Remainder After Cost to Cure Items =  | \$ | <u>395,261.00</u> |

Diminution in Value

|  |    |                   |
|--|----|-------------------|
| Value of Remainder After Cost to cure Items =  | \$ | 395,261.00        |
| Less 50% for Noise, Dust and Vibration =       | -  | <u>197,631.00</u> |
| Value of Remainder After Diminution in Value = | \$ | 197,630.00        |

Total Compensation:

|                      |    |                   |
|----------------------|----|-------------------|
| Part Taken =         | \$ | 103,189.00        |
| Severance Damages =  | \$ | 231,181.00        |
| Benefits =           | \$ | <u>(0.00)</u>     |
| Total Compensation = | \$ | <u>334,370.00</u> |
| Adjusted To =        | \$ | <u>335,000.00</u> |

\*It is noted that the subject's septic system is in near proximity to the right of way area. If found to be within the acquisition area, or affected by the project, the property owner has the right to additional compensation for the septic system.

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**Total Appraisal (Adjusted):** **\$ 335,000.00**

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