

PARCEL NO.: 007-481-011

PROJECT: City of Arroyo Grande - Traffic Way Bridge

OWNER: Raffi and Minas Kaloosian

GRANTOR'S PROPERTY: 125/135 Traffic Way
Arroyo Grande, CA 93420

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT("Agreement") is made and entered into by and between

Raffi M. Kaloosian, a married man as his sole and separate property; and Minas Kaloosian, a single man, as joint tenants (hereinafter collectively called "Seller"/"Grantor"), and the

City of Arroyo Grande, a California municipal corporation (hereinafter called "Buyer"/"City").

The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement shall be effective as of the date, following all legally required notices and hearings, this Agreement has been approved by Buyer's governing body or its delegated representative and signed by all Parties ("Effective Date").

Seller and Buyer may collectively be referred to as the parties, and agree as follows:

An instrument in the form of a Temporary Construction Easement Deed ("Easement Deed") covering the property particularly described therein ("Easement Area"), has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and 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 City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed Traffic Way Bridge Replacement Project ("Project").

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of Nine Thousand Nine Hundred Dollars (**\$9,900**) as consideration in full for the property interests described in the Easement Deed, for the loss, replacement and moving of any improvements, and for entering into this Agreement, which includes, without limitation, full payment of just compensation for any eminent domain related compensation claims, claims for inverse condemnation or unreasonable pre-condemnation conduct, attorneys' fees, costs and interest in complete settlement of all claims (known and unknown), causes of action and demands of Seller against the Buyer because of Buyer's purchase of the property rights conveyed by the Easement Deed, and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement.

Said sum shall be paid within thirty days of the date of City acceptance and execution of this Agreement.

B. RECORDATION OF INSTRUMENT - Accept the Easement Deed and may, at City's sole discretion, cause the same to be recorded in the office of the San Luis Obispo County Recorder.

C. MISCELLANEOUS COSTS - Pay any and all transactional closing costs and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the deeds record, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien as of the date of this Agreement.

E. PROPERTY CONSTRUCTION AND RESTORATION – City shall, upon completion of construction, generally restore the Easement Area to a comparable or better condition as that which existed prior to City's project construction, to the extent reasonably practical, in accordance with the provisions of the Easement Deed and the construction plans for the Project, on file in City offices. Creek vegetation within the Easement Area will be restored with native vegetation in accordance with required Project permit conditions.

City authorizes the installation of two signs that may be erected by Grantor, at Grantor expense, on Grantor's property, which is commonly referred to as 125-135 Traffic Way, Arroyo Grande, AP# 007-481-011 ("Grantor's Property"). One sign shall be permitted for temporary installation at the Bridge Street driveway entrance of Grantor's Property, showing Grantor's business name. Said sign shall not exceed a size of 3' X 5' and shall be removed upon completion of Project construction. The second sign shall be permitted and affixed on the Bridge Street-facing side of Grantor's building on Grantor's Property, and shall not exceed a size of 4' X 6'. Grantor shall submit sign specifications for each sign to City before creating and erecting said signs, for City approval, which shall not be unreasonably withheld and shall be issued within 60 days following sign design submittal to City. City sign permits shall be issued at no cost to Grantor.

Access to Grantor's Property from Traffic Way shall be consistently maintained throughout the Project's duration. City agrees to provide Grantor with a minimum of 72 hours' advance notice prior to commencing any construction on the sidewalk conform that would temporarily affect Grantor's access to Grantor's Property. Any temporary restrictions on access through Grantor's Traffic Way driveway shall not exceed 72 hours and shall be restored at the earliest feasible opportunity.

With regard to Grantor's Traffic Way frontage that will not be improved as part of the City's Traffic Way Bridge Replacement Project, City hereby grants a waiver that shall exempt Grantor from ADA compliant modification requirements to the curb, gutter and driveway along the Traffic Way frontage of Grantor's Property that could otherwise be mandated and triggered by future modifications to Grantor's Property. This waiver will take effect upon execution of this Agreement and will remain in effect for the duration of the Grantor's ownership of Grantor's Property; provided however, that this waiver shall automatically terminate in the event 1) Grantor sells Grantor's Property; or 2) after the City completes additional Traffic Way improvements along the frontage of Grantor's Property. The waiver does not apply if Grantor makes improvements to Grantor's Property that expands buildings, adds new structures, or demolishes and reconstructs the existing structures on Grantor's Property.

F. INDEMNIFICATION - Indemnify and hold harmless the Grantor from any and all claims, damages, costs, judgments or liability proximately caused by City or its officers, employees, contractors or agents specifically arising from City's construction and restoration work within the Easement Area during the temporary easement period specified in the Easement Deed.

3. The Grantor:

A. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Easement Area or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease encumbering the Easement Area. Grantor shall provide City use of the Easement Area free of any leases that may conflict with City's rights under the Easement Deed provisions.

B. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving requirements to clear any defects and imperfections in all matters of record title, Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Easement Area. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Easement Area, holding all ownership and possessory rights, and are the authorized signatories to grant the easement rights referenced in this Agreement and the Easement Deed without conflict or claims from other parties.

C. SUPPLEMENTAL FORMS - Agrees to provide all required supplemental forms necessary to complete this transaction, including a W-9 Form required for payment processing.

D. GRANTOR'S KNOWLEDGE OF THE ENVIRONMENTAL CONDITIONS OF THE PROPERTY - Hereby represents and warrants that to the best of Grantor's knowledge and belief, throughout the period of ownership by Grantor, there has been no spill, discharge, release, cleanup or contamination of or by any hazardous or toxic waste or substance used, generated, treated, stored, disposed of or handled by the Grantor, its employees, and/or agents on or around the Easement Area. Further, Grantor agrees to disclose to the City of Arroyo Grande, prior to the close of escrow, all studies, reports, and investigations, known to Grantor, concerning any pollution, toxic building materials or toxic hazardous substances or wastes located at, on, or under the Easement Area.

4. The Parties agree:

A. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

B. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

C. CITY COUNCIL APPROVAL - This Agreement is subject to and conditioned upon approval by the Arroyo Grande City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

D. TITLE VI CIVIL RIGHTS ACT COMPLIANCE - The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

E. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

F. SUCCESSORS AND ASSIGNS - This Agreement shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

G. SETTLEMENT PROPOSAL - This Agreement represents Seller's settlement proposal and is expressly subject to and contingent upon City approval. City shall not be bound to the terms and conditions herein unless and until this Agreement has been approved and executed by the appropriate City official(s) acting in their authorized capacity.

H. ELECTRONIC AND FACSIMILE SIGNATURES - In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted and deemed binding to the same extent as if they bore original signatures. Documents for recordation by the County Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

SELLER/GRANTOR:

Raffi M. Kaloosian, a married man as his sole and separate property; and Minas Kaloosian, a single man, as joint tenants

DocuSigned by:
Raffi M. Kaloosian
Raffi M. Kaloosian,

Date: 5/30/2024 | 15:28 PDT

DocuSigned by:
Minas Kaloosian
Minas Kaloosian,

Date: 5/31/2024 | 20:12 PDT

GRANTOR'S MAILING ADDRESS:

Raffi M. Kaloosian
Minas Kaloosian
135 Traffic Way
Arroyo Grande, CA 93420

Signatures continue on next page...

BUYER/CITY:

City of Arroyo Grande, a California municipal corporation

By: _____

Matthew Downing
City Manager

Date: _____

MAILING ADDRESS OF CITY:

City of Arroyo Grande
1375 Ash Street
Arroyo Grande, CA 93420