

BOS AGMT. NO. 17-147
DOT AGMT. NO. 170065

County of Mendocino
Department of Transportation
ACQUISITION OF RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered on this 5th day of December 2017, by and between Christopher Knapp also known as CC Knapp, as Trustee of The Knapp Trust, created by Declaration of Trust on October 24, 2016 and Larry R. Venturi and Doreen R. Venturi, Trustees of the Venturi Family Living Trust, dated May 7, 1996, hereinafter referred to as "OWNERS" and the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS, in conjunction with DOT Project No. A-1101, on CR 104, at approximately Milepost 0.97, hereinafter referred to as "PROJECT," plans for replacing the bridge over Ackerman Creek on North State Street, north of the city of Ukiah, situated at the above mentioned location, will involve and require acquisition, by COUNTY, of certain lands and rights affecting the real property of OWNERS as follows:

- a) acquire in fee of 0.004 acres, (168 square feet), more or less, of certain lands of OWNERS, and which is more particularly described in Exhibit "A" and as depicted as Parcel 1 on Exhibit "B" attached hereto and fully incorporated herein.
- b) temporarily acquire a construction easement of 0.177 acres, (7,694 square feet), more or less, over certain lands of OWNERS, as identified and depicted as Parcel 2 Temporary Construction Easement on Exhibit "B" attached hereto and fully incorporated herein.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, the parties hereto agree as follows:

1. OWNERS represent and warrant that they are owners in fee simple of the real property described in Exhibit "A" and as depicted on Exhibit "B" attached hereto, said property lying within the unincorporated area of the County of Mendocino, State of California.
2. OWNERS agree to grant to COUNTY the lands, as described in the aforesaid Exhibit "A" and as depicted on Exhibit "B", free and clear of all liens and encumbrances.
3. OWNERS understand and agree that any and all delinquent taxes shall be deducted from the compensation provided for herein and all current taxes are to be pro-rated and transferred as of the date of the recordation of the Grant Deed for the herein described lands and rights set forth in the aforementioned Exhibit "A" and as depicted on Exhibit "B".

4. COUNTY agrees to compensate OWNERS in the total amount of Twelve Thousand Two Hundred Dollars (\$12,200.00) for those certain lands and rights as set forth herein and described in the aforesaid Exhibit "A" and as depicted on Exhibit "B" and for the use of those certain lands identified and depicted as Temporary Construction Easement on Exhibit "B" and as described in Clause 5 below. Upon execution of this Agreement and recordation of the Grant Deed, COUNTY shall pay said amount to OWNERS; provided, however, that if PROJECT must be cancelled, no transfer of title shall occur, no Grant Deed will be recorded, and COUNTY shall have no obligation to compensate OWNERS.
5. It is understood and agreed by and between the parties hereto that a portion of the amount payable under Clause 4 above is compensation in full for the actual possession and use of the Temporary Construction Easement area identified on Exhibit "B" attached hereto and incorporated herein by this reference. Said right to enter to be effective as of the PROJECT'S Right of Way Certification date for a period of twenty-four (24) months. In the case of unpredictable delays in construction, the term of this Temporary Construction Easement may be extended at the option of the COUNTY for another twenty four (24) month period, and shall be reappraised upon written notification from COUNTY to OWNERS, and payment of current market value will be paid in advance for the two-year extension. This Temporary Construction Easement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. It is mutually understood that COUNTY shall leave all area of OWNERS' property affected by said temporary construction easement in a neat and workmanlike condition upon completion of PROJECT.
6. COUNTY will perform the following work under the terms of the PROJECT:
 - a. Restore, conform and pave, at no cost to OWNERS, the private access road encroachment areas to the proposed PROJECT improvements. Upon completion of construction of said road approaches any area within the County right-of-way will be considered as a permitted encroachment on the County roadway and is to be maintained, repaired and operated as such by OWNERS in accordance with and subject to the laws of the State of California and the County of Mendocino and the rules and regulations of said County.
 - b. Restriping of existing parking lot spaces.
 - c. Construction of new curb and gutter shall be done along the property frontage pursuant to Mendocino County Standards.
7. This transaction will be handled through an internal escrow by the County of Mendocino Department of Transportation, 340 Lake Mendocino Drive, Ukiah, CA 95482.
8. OWNERS warrant that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and OWNERS agree to hold COUNTY harmless and reimburse COUNTY for any and all of the losses and expenses occasioned by reason of any lease of said property held by any tenant of OWNER for a period of one month.

9. COUNTY agrees to release, hold harmless, and defend OWNERS from any and all claims of damage or injury due to the actions of COUNTY, its agents, employees, and/or contractors while constructing PROJECT.
10. The compensation set forth in Paragraph 4 of this Agreement comprises full compensation for the lands and rights as described in the aforesaid Exhibit "A" to be conveyed by OWNERS to COUNTY and as depicted on Exhibit "B" attached hereto and fully incorporated herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

THE PARTIES HERETO HAVE set forth the whole of their Agreement. The performance of this Agreement constitutes the entire consideration of said document and shall relieve COUNTY of all further claims on this account or on account of the location, grade, or construction of the proposed public improvements.

IN WITNESS WHEREOF, this Agreement has been executed.

OWNERS:

CKnapp 19-10-2017
CHRISTOPHER KNAPP, TRUSTEE

Larry B Venturi 10-19-17
LARRY R. VENTURI, TRUSTEE DATE

Doreen R. Venturi 11-2-17
DOREEN R. VENTURI, TRUSTEE DATE

RECOMMENDED FOR APPROVAL BY:

Howard N. Dashiell 11/3/17
HOWARD N. DASHIELL DATE
Director of Transportation
County of Mendocino

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT
County Counsel

INSURANCE REQUIREMENTS

Alan D. Flora
Alan D. Flora
Assistant CEO/Risk Manager

John McCowen 9/14/17
Deputy DATE

COUNTY OF MENDOCINO

FISCAL REVIEW

Janelle Rau
Deputy CEO/Fiscal

hereby certify that according to the provisions of Government Code sections 25103, delivery of this document has been made.

John McCowen
JOHN MCCOWEN, Chair DATE DEC 06 2017
Board of Supervisors

EXECUTIVE REVIEW:

APPROVAL RECOMMENDED

Janelle Rau
CARMEL J. ANGELO
CHIEF EXECUTIVE OFFICER

CARMEL J ANGELO
Clerk of the Board

DEC 06 2017

ATTEST: CARMEL J. ANGELO
Clerk of Said Board

Karla Van Hagen
BY: Karla Van Hagen DATE DEC 06 2017
Deputy

NO OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

SPACE BELOW FOR OFFICIAL USE:

EXHIBIT "A"

A PORTION OF PARCEL ONE DESCRIBED IN THE DOCUMENT RECORDED ON OCTOBER 27, 2016, AS DOCUMENT NO. 2016-14285, OFFICIAL RECORDS OF MENDOCINO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF NORTH STATE STREET (C.R. 104) AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN DRAWER 80 OF MAPS, PAGES 86 TO 93, AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIAL BEARING OF N80°12'03"W, A RADIUS OF 5699.65 FEET, A CENTRAL ANGLE OF 01°30'33", AND A LENGTH OF 150.12 FEET;

THENCE S11°18'30"W, 50.37 FEET MORE OR LESS TO THE SOUTHEASTERLY CORNER OF SAID PARCEL;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL N85°24'19"W, 0.20 FEET; THENCE LEAVING SAID SOUTHERLY LINE N10°24'26"E, 45.77 FEET; THENCE N11°18'09"E, 4.57 FEET; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5698.64 FEET, A CENTRAL ANGLE OF 01°30'38", AND A LENGTH OF 150.24 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL; THENCE ALONG SAID NORTHERLY LINE S74°31'31"E, 0.94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 168 SQUARE FEET, MORE OR LESS.

PTN. APN. 169-211-13

BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2, EPOCH DATE OF 1991.35.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.


JAMES A. THORNTON DATE

PLS L8926



SCALE: 1"=40'

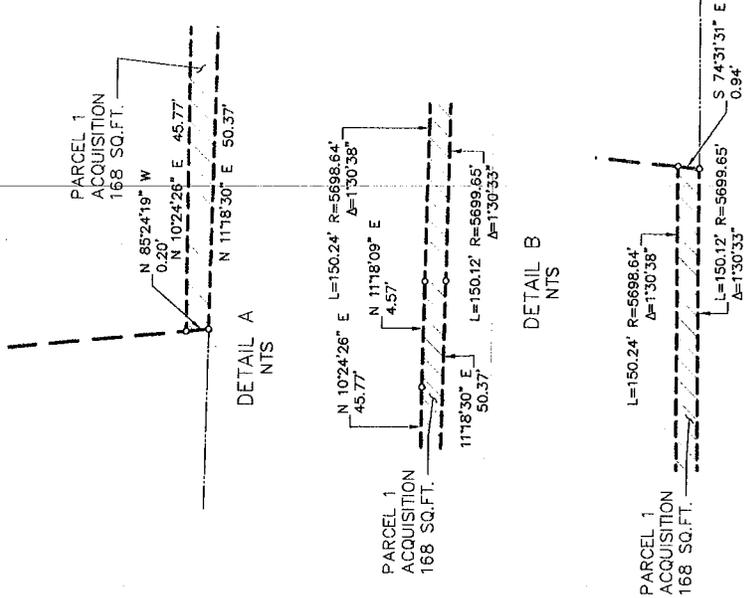
KNAPP
INST. NUM.
2016-14285
169-211-13

PARCEL 2
TEMPORARY
CONSTRUCTION
EASEMENT
7,694 SQ.FT.

PARCEL 1
ACQUISITION
168 SQ.FT.

PINOLEVILLE POMO
NATION
INST. NUM. 2017-02632
169-211-26

MERRITT
INST. NUM.
2013-09448
169-211-16



NORTH STATE STREET

APN	OWNER	ORIGINAL PARCEL AREA SQ. FT. ACRE	PARCEL 1 ACQUISITION SQ. FT. ACRE	PARCEL 2 TOE SQ. FT. ACRE	REMAINING PARCEL AREA SQ. FT. ACRE
169-211-13	KNAPP CHRISTOPHER	78,843 1.81	168 0.004	7,694 0.18	78,675 1.806

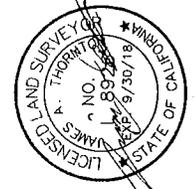


EXHIBIT "B"
NORTH STATE STREET BRIDGE AT ACKERMAN CREEK
RIGHT OF WAY EXHIBIT
CHRISTOPHER KNAPP
APN: 169-211-13
DATE: 04/04/2017



LEGEND:

- EXISTING RIGHT-OF-WAY LINES
- PROPERTY LINES
- RIGHT OF WAY TO BE ACQUIRED
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- o DIMENSION POINT