

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

THIS AGREEMENT made and entered on this 7th day of May 2024, by and between Gary Johnson and Wanda M. Johnson, husband and wife as Joint Tenants, hereinafter referred to as "OWNER," and the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS, in conjunction with Mendocino County Department of Transportation (DOT) Project Number (No.) 3041-B1302, on County Road 123A, at approximately Milepost 0.10, hereinafter referred to as "PROJECT," plans for replacing the bridge over Robinson Creek Bridge (No. 10C0146) on Lambert Lane, in the CDP of Boonville, California, situated at the above mentioned location, will involve and require acquisition, by COUNTY, of certain lands and rights affecting the real property of OWNER as follows:

- a) acquire in fee 1,269 square feet, more or less, of certain lands of OWNER, and which is more particularly described in Exhibit "A" and as depicted on Exhibit "B" attached hereto and fully incorporated herein.
- b) permanent maintenance easement of 9,864 square feet, more or less, of certain lands of OWNER, is more particularly described in Exhibit "C" and as depicted on Exhibit "D" attached hereto and fully incorporated herein.
- c) temporarily acquire a temporary construction easement of 8,163 square feet, more or less, over certain lands of OWNER, and which is more particularly described in Exhibit "E" attached hereto and fully incorporated herein.

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

1. OWNER represents and warrants that they are owner 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. OWNER agrees 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. OWNER understands and agrees 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 OWNER in the total amount of Fifty Thousand Dollars (\$50,000.00), 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 and Permanent Maintenance Easement as described in Clause 5 below. Upon execution of this Agreement and recordation of the Grant Deed, COUNTY shall pay said amount to OWNER.
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 described in Exhibit "E" attached hereto and incorporated herein by this reference. Said right to enter to be effective as March 1, 2024 for a period of forty-eight (48 months). In the case of unpredictable delays in construction, the terms 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 OWNER, and payment of current market value will be paid in advance for the one or 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. OWNER further grants to COUNTY the right, from time to time, to trim, without COUNTY paying compensation, any and all trees and vegetation now or hereafter within either or both easement areas, and the right to trim trees or vegetation located within ten feet (10') of either side of either side of a public utility facility installed hereunder, to comply with applicable state or federal regulations..
7. COUNTY will perform the following work under the terms of the PROJECT:
 - a. Remove and relocate, at no cost to OWNER, wire fencing located within the acquisition area. Upon completion of construction of said wire fencing, 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 OWNER 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.
8. 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 COUNTY, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 4 herein are deposited into the escrow controlling this transaction. The amount shown in Clause 4 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
9. 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 Section 50.3.

10. 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.
11. This transaction will be handled by Redwood Empire Title Company of Mendocino County, 405 South Orchard Avenue, Ukiah, CA 95482 through Escrow No. 20220233DN.
12. OWNER warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and OWNER agrees to hold COUNTY harmless and reimburse COUNTY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of OWNER for a period exceeding one month.
13. COUNTY agrees to release, hold harmless, and defend OWNER from any and all claims of damage or injury due to the actions of COUNTY, its agents, employees, and/or contractors while constructing PROJECT.
14. 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 and C" to be conveyed by OWNER to COUNTY and as depicted on Exhibit "B, D & E" attached hereto and fully incorporated herein.
15. Complete Agreement. The parties agree that this is the full and entire agreement between them, that it supersedes any prior or contemporaneous written or oral agreements, promises, or representations, and that it may be amended only in writing executed by each of the parties hereto.

Signature Page to Follow

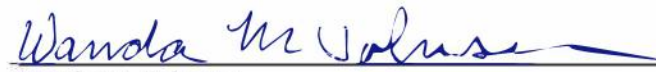
THE PARTIES HERETO HAVE set forth the whole of their Agreement. The performance of this Agreement constitutes the entire consideration of said document and shall relieve COUNTY of all further claims on this account or on account of the location, grade, or construction of the proposed public improvements.

IN WITNESS WHEREOF, this Agreement has been executed.

OWNER: Gary Johnson and Wanda M.
Johnson, husband and wife as Joint Tenants



Gary Johnson



Wanda M. Johnson

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

County Counsel

By:  _____

DATE
04/09/2024

RECOMMENDED FOR APPROVAL BY:

 **4/1/24**

HOWARD N. DASHIELL

DATE

Director of Transportation
County of Mendocino

EXECUTIVE OFFICE/FISCAL REVIEW:

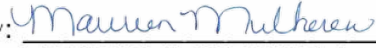
APPROVAL RECOMMENDED

By:  _____
Deputy CEO


DATE

04/09/2024

COUNTY OF MENDOCINO

By:  **05/07/2024**
MAUREEN MULHEREN, Chair DATE
BOARD OF SUPERVISORS

INSURANCE REVIEW:

By:  _____
Risk Management

DATE

04/09/2024

ATTEST:

DARCIE ANTLE, Clerk of Said Board

By:  **05/07/2024**
Deputy DATE

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

DARCIE ANTLE, Clerk of Said Board

By:  **05/07/2024**
Deputy DATE

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

SPACE BELOW FOR OFFICIAL USE:

Exhibit "A"

Exhibit A

All that real property situated in the Southeast Quarter of Section 2, Township 13 North, Range 14 West, Mount Diablo Baseline and Meridian, in the Unincorporated Area, County of Mendocino, State of California, being a portion of that certain Parcel described in the Grant Deed to Gary Johnson and Wanda M. Johnson, husband and wife, as Joint Tenants recorded in Book 2402, Official Records, Page 520, Mendocino County Records (M.C.R.) more particularly described as follows:

A strip of land in fee, the perimeter of which is more particularly described as follows;

Commencing at a 3/4" iron pipe tagged R.E. 6083 set on the southeasterly Right of Way line of Lambert Lane C.R. 123A as shown on that certain Parcel Map of Minor Division No. 205-72 recorded in Map Case 2, Drawer 22, Page 11, M.C.R. said 3/4" iron pipe bears North 22°20'01" West, 638.86 feet (North 23°14'19" West, 638.94 feet calculated record per said Parcel Map) from a 1/2" iron pipe marked L.S. 3089 set on the common boundary line of Parcel 1 and Parcel 3 marking the westerly end of the course annotated as South 60°00'00" West, 47.18' as shown on said Parcel Map; thence North 53°59'37" East, 74.85 feet to a point on the southerly Right of Way line of said Lambert Lane and the **Point of Beginning**; thence continuing along said southerly Right of Way line the following two courses North 53°59'37" East, 98.92 feet; thence North 71°11'37" East, 86.74 feet; thence leaving said southerly Right of Way line South 62°01'31" West, 183.58 feet more or less to the **Point of Beginning**.

Containing 1,269 square feet more or less.

APN 029-130-13

The Basis of Bearings of this description is the State Plane Coordinate System, NAD 83 (CORS), California Zone 2, Reference Epoch 2010. Being South 22°20'01" East (South 23°14'19" East, calculated record per said Parcel Map) between a 3/4" iron pipe tagged R.E. 6083 set on the southeasterly Right of Way line of Lambert Lane C.R. 123A and a 1/2" iron pipe marked L.S. 3089 set on the common boundary line of Parcel 1 and Parcel 3 marking the westerly end of the course annotated as South 60°00'00" West, 47.18' as shown on said Parcel Map

Distances are ground.

Matthew T. Herman
Matthew T. Herman, PLS 8335
SHN Consulting Engineers and Geologists, Inc.
Willits, California

02/08/2023
Date



Exhibit "B"

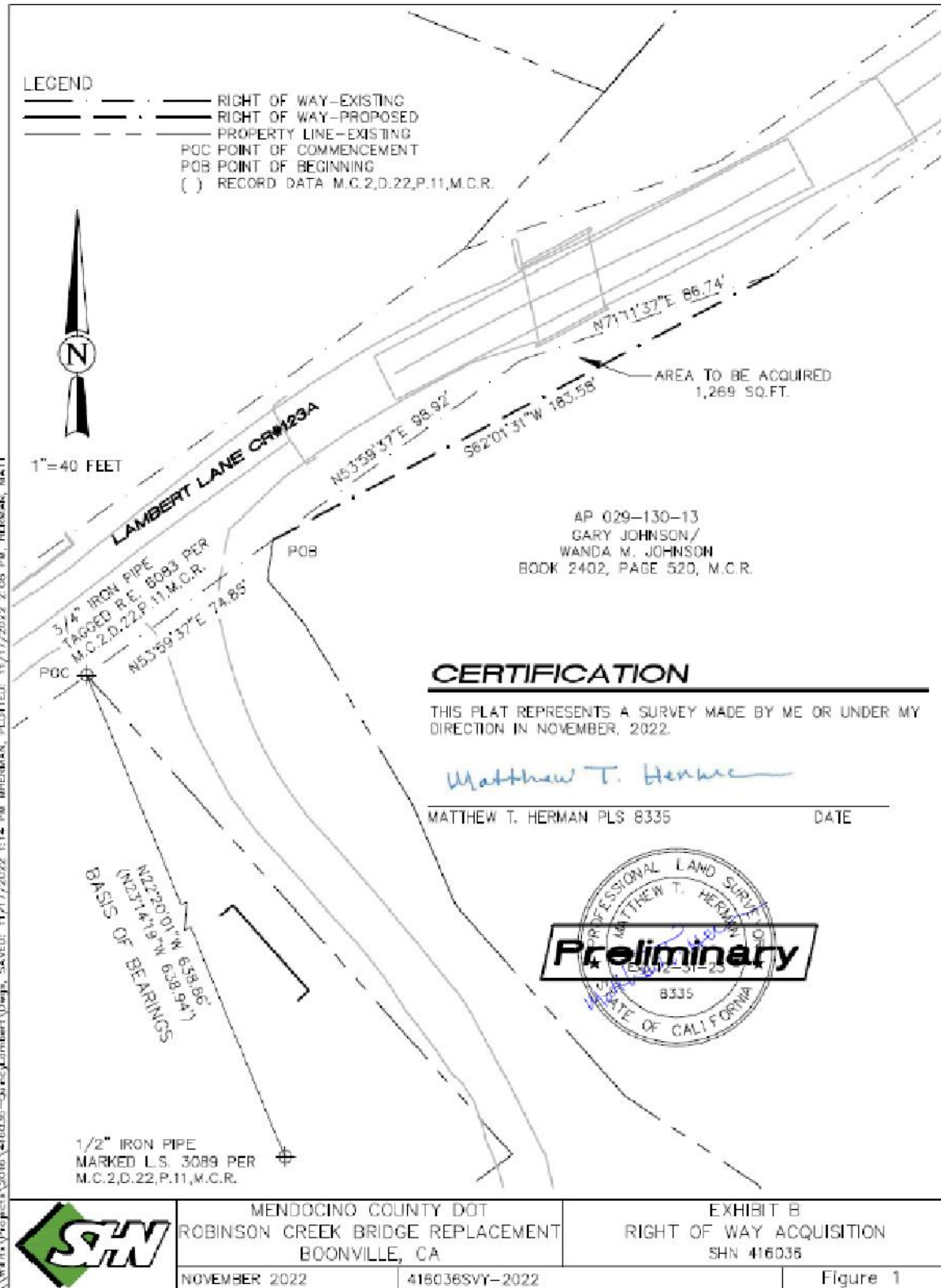


Exhibit "C"

Exhibit A

All that real property situated in the Southeast Quarter of Section 2, Township 13 North, Range 14 West, Mount Diablo Baseline and Meridian, in the Unincorporated Area, County of Mendocino, State of California, being a portion of that certain Parcel described in the Grant Deed to Gary Johnson and Wanda M. Johnson, husband and wife, as Joint Tenants recorded in Book 2402, Official Records, Page 520, Mendocino County Records (M.C.R.) more particularly described as follows:

A strip of land for a Permanent Maintenance Easement, the perimeter of which is more particularly described as follows;

Commencing at a 3/4" iron pipe tagged R.E. 6083 set on the southeasterly Right of Way line of Lambert Lane C.R. 123A as shown on that certain Parcel Map of Minor Division No. 205-72 recorded in Map Case 2, Drawer 22, Page 11, M.C.R. said 3/4" iron pipe bears North 22°20'01" West, 638.86 feet (North 23°14'19" West, 638.94 feet calculated record per said Parcel Map) from a 1/2" iron pipe marked L.S. 3089 set on the common boundary line of Parcel 1 and Parcel 3 marking the westerly end of the course annotated as South 60°00'00" West, 47.18' as shown on said Parcel Map; thence North 53°59'37" East, 74.85 feet to a point on the southerly Right of Way line of said Lambert Lane and the **Point of Beginning**; thence along the proposed Right of Way line North 62°01'29" East, 166.20 feet; thence leaving said proposed Right of Way line South 27°58'29" East, 27.07 feet; thence South 29°36'53" West, 26.82 feet; thence South 49°41'16" West, 102.37 feet; thence South 21°43'39" West, 48.94 feet; thence South 53°06'05" West, 6.87 feet; thence North 30°51'43" West, 66.65 feet; thence North 39°40'42" West, 19.30 feet; thence North 08°31'22" East, 13.15 feet more or less to the **Point of Beginning** and the end of this description.

Containing 9,864 square feet more or less.

APN: 029-130-13

The Basis of Bearings of this description is the State Plane Coordinate System, NAD 83 (CORS), California Zone 2, Reference Epoch 2010. Being South 22°20'01" East (South 23°14'19" East, calculated record per said Parcel Map) between a 3/4" iron pipe tagged R.E. 6083 set on the southeasterly Right of Way line of Lambert Lane C.R. 123A and a 1/2" iron pipe marked L.S. 3089 set on the common boundary line of Parcel 1 and Parcel 3 marking the westerly end of the course annotated as South 60°00'00" West, 47.18' as shown on said Parcel Map

Distances are ground.

Matthew T. Herman

Matthew T. Herman, PLS 8335

SHN Consulting Engineers and Geologists, Inc.
Willits, California

3/07/2023

Date



Exhibit "D"

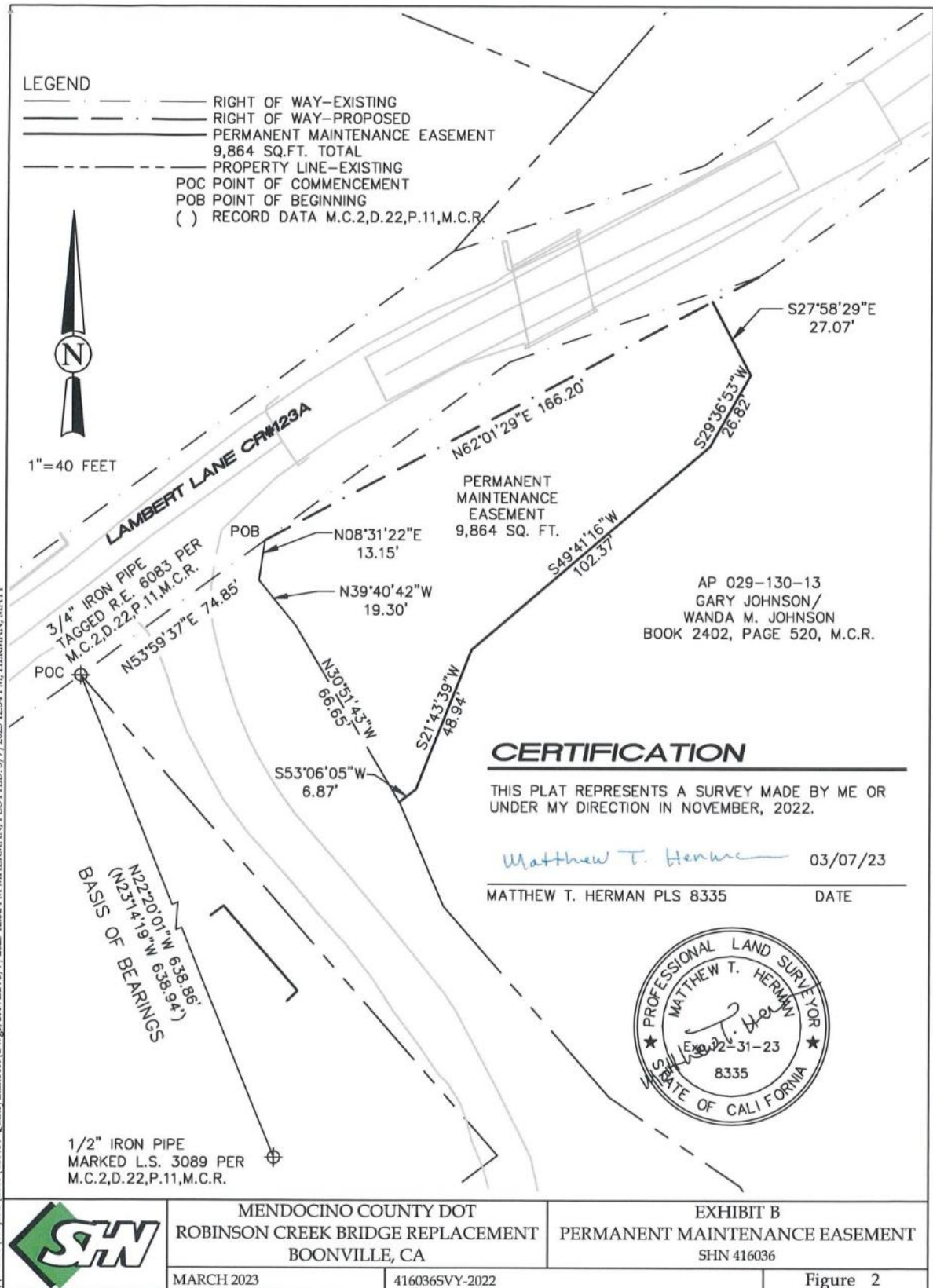


Exhibit "E"

