

BOS AGMT. NO. 23-040

DOT AGMT. NO. 220029

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

THIS AGREEMENT made and entered on this 14th day of March 2023, by and between Joe Oasis Hinman and Vashti Rose O'Donnell, 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 DOT Project No. B-1004, on CR 327B, at approximately Milepost 2.05, hereinafter referred to as "PROJECT," plans for replacing the Mill Creek Bridge on Hill Road southeast of the town of Covelo, 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 of 2,841 square feet, more or less, of certain lands of OWNER, of which is now used for County maintained roadway, and which is more particularly described in Exhibit "A" and as depicted on Exhibit "B" attached hereto and fully incorporated herein.
- b) temporarily acquire a construction easement of 72 square feet, more or less, over certain lands of OWNER, and which is more particularly described in Exhibit "A" and depicted as 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. 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 Five Hundred dollars (\$500.00), 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 as described in Clauses 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 identified described in Exhibit "A" and as depicted 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 five (5) years. 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 twelve (12) to 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. COUNTY will perform the following work under the terms of the PROJECT:
  - a. rebuild and restore, at no cost to OWNER, any existing perimeter fencing that may be removed by COUNTY for this PROJECT along Hill Road, CR 327B. Replacement fencing shall be comparable to the current fencing in height and likeness. The replacement fencing along Hill Road shall be replaced immediately adjacent to the County Right of Way line but on the undersigned OWNER's property and is to be maintained and repaired as such by OWNER.
7. This transaction will be handled by Redwood Empire Title Company of Mendocino County, 405 South Orchard Avenue, Ukiah, CA 95482 through Escrow No. 20220749DN.
8. 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.
9. 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.
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 OWNER to COUNTY and as depicted on Exhibit "B" attached hereto and fully incorporated herein.
11. 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 by a writing executed by each of the parties hereto.

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: *Oasis*  
*[Signature]* ~~1/31/2023~~ *Rose* *Vashti O'Donnell* 1-3-2023  
JOE OASIS HINMAN DATE VASHTI ROSE O'DONNELL DATE

RECOMMENDED FOR APPROVAL BY:  
*[Signature]* 1/31/23  
HOWARD N. DASHIELL DATE  
Director of Transportation  
County of Mendocino

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS  
County Counsel

By: *[Signature]*  
Deputy DATE  
**01/30/2023**

COUNTY OF MENDOCINO

By: *[Signature]* 03/14/2023  
GLENN MCGOURTY, Chair DATE  
BOARD OF SUPERVISORS

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: *[Signature]*  
Deputy CEO DATE  
**01/30/2023**

ATTEST:

DARCIE ANTLE, Clerk of Said Board

By: *[Signature]* 03/14/2023  
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: *[Signature]* 03/14/2023  
Deputy DATE

INSURANCE REVIEW:

By: *[Signature]*  
Risk Management DATE

**01/30/2023**

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

SPACE BELOW FOR OFFICIAL USE:

**EXHIBIT A  
HIGHWAY ROAD ACQUISITION  
AND EASEMENTS**

**Highway Parcel Acquisition**

A portion of the south half of Section 22, Township 22 North, Range 12 West, Mount Diablo Base and Meridian, County of Mendocino, State of California, described in the Grant Deed to Joe Oasis Hinman and Vashti Rose O'Donnell, recorded July 17, 2019, in Instrument No. 2019-08145, Mendocino County Official Records, more particularly described as follows:

**TRACT ONE – HIGHWAY RIGHT OF WAY**

Commencing at the center south one sixteenth corner of Section 22, Township 22 North, Range 12 West, Mount Diablo Base and Meridian, marked by a ½ inch iron pipe as shown on that certain map filed in Map Case 2, Drawer 29, Page 68, Mendocino County Records; thence North 1°51'36" East, 914.900 feet (Record Calculated = North 1°06'46" East, 914.908 feet) to a ½ inch iron pipe as shown on the said filed map; thence North 01°51'36" East, 46.82 feet to the POINT OF BEGINNING, being a point on the northerly line of a 40 foot wide easement of Hill Road, County Road 327B, herein named POINT "A";

Thence following the northerly line of said easement, northwesterly for a distance of 125 feet, more or less, to a point on the western boundary of the said land of Hinman; Thence leaving the northerly line of said easement and following the said western boundary of Hinman, South 69°44'19" West, 31.15 feet, more or less, to centerline of said Hill Road;

Thence leaving the said western boundary of Hinman and following the said centerline of Hill Road, southeasterly 158 feet, more or less, to the eastern boundary of the said lands of Hinman;

Thence leaving the said centerline and following the said eastern boundary of Hinman, North 1°51'36" East, 28.42 feet, more or less, to the Point of Beginning.

Containing 2841 Sq Ft +/-

**TRACT TWO- Temporary Construction Easement**

Beginning at POINT "A" described above, thence northwesterly along the northerly line of the said easement for Hill Road, 26.10 feet;

Thence leaving said northerly easement line, North 88°50'25" East, 4.71 feet;

Thence South 44°36'30" East, 19.88 feet, more or less, to a point on the eastern boundary of the said lands of Hinman;

Thence along the said eastern boundary of Hinman, South 1°51'36" West, 4.11 feet, the Point of Beginning.

Containing 72 Sq Ft +/-

The rights, title and interest of TRACT TWO are to be extinguished and title shall revert to the Grantee three years after the Notice of Completion is filed for DOT Project 3041-C11003.

The aforementioned 1/2 inch iron pipe, located North 1°51' 36" East, 914.900 feet from the center south one sixteenth corner of Section 22, Township 22 North, Range 12 West, Mount Diablo Base and Meridian, marked by a 1/2 inch iron pipe as shown on that certain map filed in Map Case 2, Drawer 29, Page 68, Mendocino County Records, has the following established grid coordinates:

N: 2,401,133.25 feet, E: 6,229,214.41 feet

The bearings and distances used in the above description are on the California Coordinate System of NAD 1983(2011), Epoch 2010.00, Zone 2. Divide the above distances by 0.99992445 to obtain ground level distances.

Portion of A.P.N. 034-300-36

This description of real property was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

George C. Rau

George C. Rau R.C.E. 21908  
License Exp. 09-30-2023

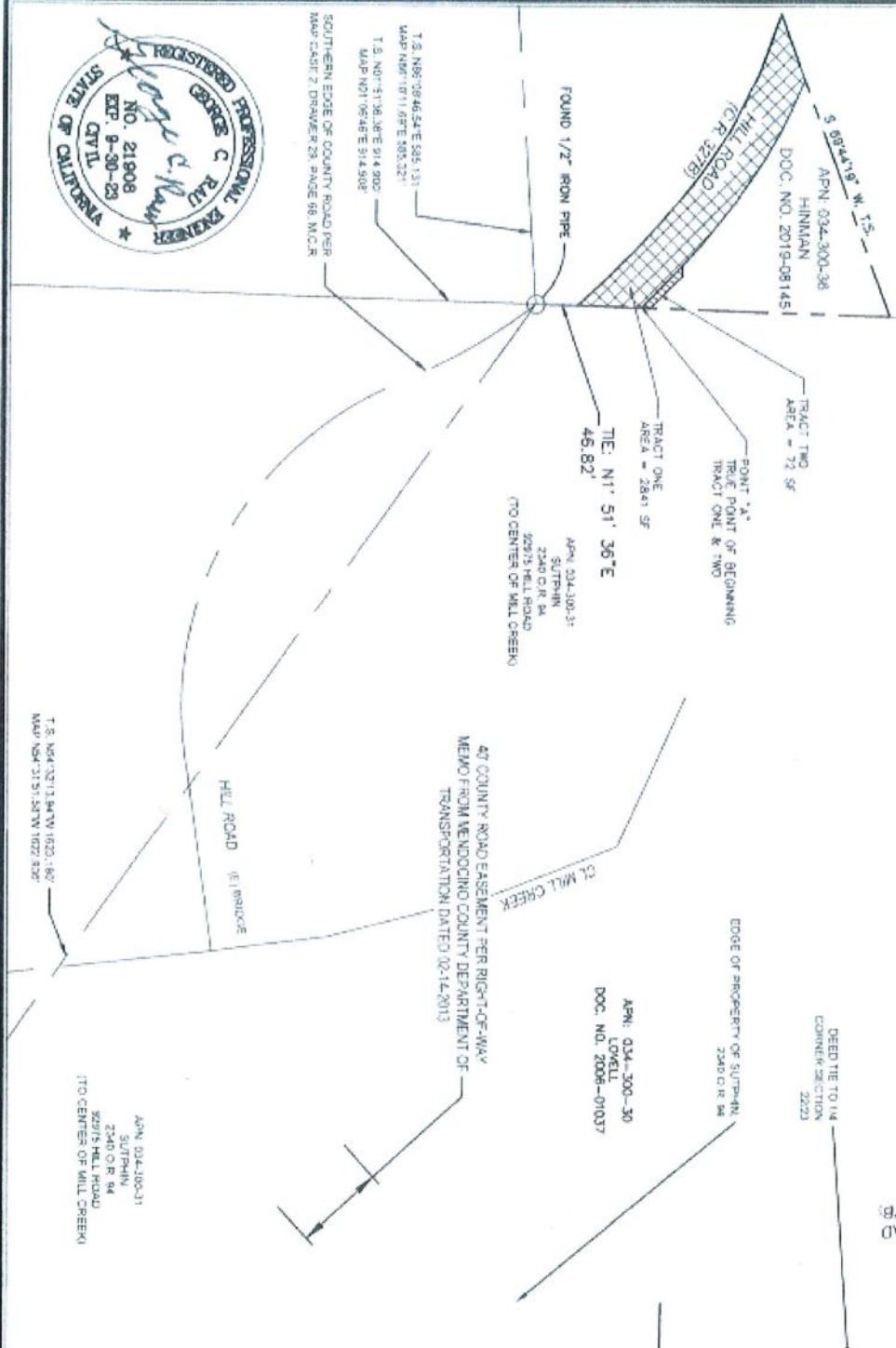
June 13, 2022  
Date



HINMAN  
HIGHWAY DEED

EXHIBIT "B"

BASE OF BRIDGES AND BEARINGS AND DISTANCES ARE IN CALIFORNIA STATE PLANE COORDINATES. HORIZONTAL DISTANCE IS DEFINED FROM POINT IDENTIFIED AS 152, 161, 171, 181 AND 191 BY USE A COMBINED SCALE FACTOR OF 0.9999995 WITH SPECIFIC 2011.2010. USE RECORD NO. 1:5000755557 TO COMPUTE GROUND DISTANCE. THE FROM POINT 5009 TO POINT 181, 1799 SURVEY BEARING IS 111° 51' 36" E, 514.900 RECORD MAP 2-2048 (CALCULATION) BEARING IS 99° 42' 16" E, 515.608 GROUND COORDINATES: POINT 181: NORTH 7° 02' 15.81170 EAST 6° 42' 29.1847193 POINT 5009: NORTH 2° 00' 23.5751 EAST 10° 29' 21.614544



AREA TO BE ACQUIRED FROM HINMAN
INITIAL PARCEL SIZES 7.64 SF +/- 0.183 AC
NEW UNENCUMBERED RIGHT OF WAY: 2841 SF +/-
TEMPORARY CONSTRUCTION EASEMENTS 72 SF +/-
TOTAL FEE ACQUISITION: 2841 SF +/- 0.06 AC
REMAINING PARCEL SIZE: 5123 SF +/- 0.118 AC



OWNER	HINMAN - APN 034-300-36
LOCATION	HILL ROAD BRIDGE - HILL CREEK COVELLO, CALIFORNIA
PROJECT	RIGHT OF WAY MAP MILL CREEK BRIDGE NO. 1000111 C.R. 327B, HILL ROAD
DATE	NOV 2022
SHEET	1
TOTAL SHEETS	1

RAU  
 487-853-0313 FAX  
 180 W. 10th Street, Ste 200, Ukiah, CA 99901  
 707-428-4434 - Ukiah, CA 99901

APN 034-300-31  
 SUTPHIN  
 2340 O.R. 64  
 9297S HILL ROAD  
 (TO CENTER OF HILL CREEK)

APN 034-300-30  
 LOVELL  
 DOC. NO. 2008-01037

APN 034-300-36  
 HINMAN  
 2340 O.R. 64  
 9297S HILL ROAD  
 (TO CENTER OF HILL CREEK)

APN 034-300-31  
 SUTPHIN  
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