

BOS AGMT. NO. 24-036

DOT AGMT. NO. 220030

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

THIS AGREEMENT made and entered on this 27th day of February 2024, by and between Michael Lovell, a married man, as his sole and separate property, as to an undivided ½ interest; and Denise Doss, a married woman, as her sole and separate property, as to an undivided ½ interest 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 encumbered right of way in fee of 12,192 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) acquire permanent easement of 439 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.
- c) temporarily acquire a construction easement of 187 square feet, more or less, over certain lands of OWNER, and which is more particularly described in Exhibit "A" as identified 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 he is 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 the 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 COUNY to OWNER, and payment of current market value will be paid in advance for the 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. 20220750DN.
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:

Michael Lovell 1-5-23
MICHAEL LOVELL DATE

Denise Doss 02/01/2023
DENISE DOSS DATE

RECOMMENDED FOR APPROVAL BY:

Howard N. Dashiell 2-14-23
HOWARD N. DASHIELL DATE
Director of Transportation
County of Mendocino

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

Christian M. Curtis
County Counsel

By: Maureen Mulheren 01/24/2024
Deputy DATE

COUNTY OF MENDOCINO

By: Maureen Mulheren 02/27/2024
MAUREEN MULHEREN Chair Date
BOARD OF SUPERVISORS

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Amap 02/27/2024
Deputy DATE

By: [Signature] 01/24/2024
Deputy CEO DATE

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

INSURANCE REVIEW:

By: Darcie Antle 01/24/2024
Risk Management DATE

DARCIE ANTLE, Clerk of said Board

By: Amap 02/27/2024
Deputy DATE

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 Michael Lovell and Denise Doss, recorded January 18, 2006, in Instrument No. 2006-01037, 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, herein named "Point A"; thence South 65°57'28" East, 313.14 feet to the TRUE POINT OF BEGINNING, being a point on the centerline of the 40 foot wide easement of Hill Road, County Road 327B, at the centerline of Mill Creek; Thence Easterly, Northeasterly, Northerly, and Northwesterly, 288.00 feet, more or less, along and including all of the said 40 foot wide easement for Hill Road, to a point on the centerline of the said 40 foot wide easement, from which the Point of Beginning bears South 31°24'58" West, 254.46 feet, and being the Point of Termination of the herein described Tract One.

Containing 12,192 Sq Ft +/-.

TRACT TWO – PERMANENT EASEMENT

Commencing at POINT "A" described above, thence South 73°33'16" East, 354.43 feet, to a point on the northern line of the said 40 foot wide easement of Hill Road, herein named POINT "B", and being the True POINT OF BEGINNING of the herein described Permanent Easement:

Thence North 37°22'25" East, 34.41 feet;

Thence South 52°37'35" East, 17.46 feet, more or less, to a point on the northern line of the said 40 foot wide easement;

Thence, southwesterly along the northern line of the said easement, 43.25 feet, more or less, to the Point of Beginning.

Containing 439 Sq Ft +/-

TRACT THREE - PARCEL ONE– TEMPORARY EASEMENT

BEGINNING at POINT "B" described above, thence along the northern line of the said easement, South 82°31'32" West, 57.06 feet, more or less to a point on the western boundary of the said lands of Lovell,

Thence leaving the said easement and following the said western boundary of Lovell, North 7° 35'00" West, 1.83 feet,

Thence North 82°22'40" East, 59.04 feet,

Thence South 37°22'25" West, 2.80 feet, more or less, to the northern line of the said easement and the Point of Beginning.

Containing 111 Sq Ft +/-

TRACT THREE - PARCEL TWO- TEMPORARY EASEMENT

Commencing at POINT "A" described above, thence North 78°00'48" East, 407.43 feet, to the True POINT OF BEGINNING, being a point on the westerly line of the said easement of Hill Road:

Thence southerly 46.73 feet along the westerly line of the said easement;

Thence, leaving the said easement, North 9°04'15" West, 46.59 feet;

Thence North 80°06'29" East, 2.86 feet, more or less, to the westerly line of the said easement and the Point of Beginning.

Containing 76 Sq Ft +/-

The rights, title and interest of TRACT THREE 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. 034-300-30

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

LOVELL
HIGHWAY DEED



