

BOS AGMT. NO. 24-215  
DOT AGMT. NO. 230017

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

THIS AGREEMENT made and entered on this 17th day of December 2024, by and between BRH Associates, Inc., a California Corporation, 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 census-designated place 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 of 1,732 square feet, more or less, of certain lands of OWNER, of which is now used for County maintained roadway, and which are more particularly described in Exhibit "A" and as depicted on Exhibit "B" attached hereto and fully incorporated herein.
- b) permanent maintenance easement of 1,523 square feet, more or less, of certain lands of OWNER, and which is more particularly described in Exhibit "C" and as depicted as Permanent Maintenance Easement on Exhibit "D" attached hereto and fully incorporated herein.
- c) temporarily acquire a temporary construction easement of 9,068 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 Two Hundred Fifty-One Thousand Dollars (\$251,000.00) for those certain lands and rights as set forth herein and described in the aforesaid Exhibits and for the use of those certain lands identified and depicted on Exhibit E as Right-of-Way to be Acquired, Permanent Maintenance Easement, and Temporary Construction Easement, and as well as compensation for any loss of goodwill and/or severance damages caused by the COUNTY's real property acquisition and the PROJECT .
5. It is understood and agreed by and between the parties hereto that \$211,000 of the amount stated in Clause 4 above is to compensate OWNER for any and all loss of goodwill and/or severance damages related to impacts of the PROECT on OWNER's real property and OWNER's business located on said real property. OWNER agrees and acknowledges that Code of Civil Procedure Section 1263.510 also provides that compensation for loss of goodwill will not be duplicated in the compensation otherwise awarded to the OWNER.
6. It is understood and agreed by and between the parties hereto that upon execution of this Agreement and recordation of the Grant Deed and the Permanent Maintenance Easement Deed, COUNTY shall pay to OWNER the amount of Two Hundred Twenty-Six Thousand Dollars (\$226,000), this being the total agreed upon compensation amount as described in Clause 4 above less the amount placed in an escrow account as provided in Clause 7 below.
7. It is understood and agreed by and between the parties hereto that \$25,000 of the amount payable under Clause 4 above shall be placed into an escrow account with Redwood Empire Title Company as a deposit for construction work to be performed by the COUNTY pursuant to Clause 10, paragraph b, below.
8. 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 "A" and as depicted on Exhibit "B" attached hereto and incorporated herein by this reference. Said right to enter shall be effective as of January 15, 2025 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.
9. 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.
10. 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.

- b. OWNER's concrete water tank has fallen into Robinson Creek, and presently lies within the boundaries of the PROJECT area. If this water tank is still in Robinson Creek at the time of commencement of PROJECT construction, COUNTY will remove the water tank as part of the construction of the PROJECT and OWNER shall compensate the COUNTY for this work by disbursing to the COUNTY the \$25,000 placed in an escrow account pursuant to Clause 7 hereof. However, should OWNER remove the water tank from Robinson Creek prior to COUNTY's commencement of construction (subject to OWNER's obtaining of all necessary permits and approvals), the \$25,000 shall be disbursed to the OWNER within thirty (30) days after COUNTY commences construction of the PROJECT. OWNER and COUNTY shall negotiate escrow instructions to effectuate this Clause 10.b following the execution of this agreement.
  - c. The PARTIES agree it is desirable for all construction activities involving the use of mechanical equipment be completed within one (1) calendar year but also agree to the following limitations on construction activities.
    - i. Equipment noise limitations. Construction activities using louder equipment such as demolition jackhammers or pile driving hammers, will not occur before 9:00am on Mondays and after 4:00pm on Fridays; however, smaller equipment such as handheld power tools and diesel engines on trucks will be usable between the hours of 7:00 am and 7:00 pm.
    - ii. Weekend limitations. The PROJECT will start construction under the restriction that construction activities will not occur on the dates specified below.
      - 1. No work shall occur on the weekends of June 20-21, June 27-28, July 4-5, July 18-19, August 1-2, August 15-16, August 22-23, Labor Day weekend nor shall any work occur on the first weekend in September or the first weekend in October of 2025.
    - iii. If the PROJECT construction schedule falls behind for any reason, the COUNTY may increase the working hours or remove the equipment noise limitations according to the following hierarchy:
      - 1. Eliminate the noise ceiling restriction after 4:00pm on Fridays, with work ending no later than 7:00pm.
      - 2. Eliminate the noise ceiling restriction before 9:00am on Mondays, with work not starting earlier than 7:00am.
      - 3. The COUNTY shall provide as much notice as possible to OWNER for the need to work additional hours.
  - d. Shall not store any tools, materials, equipment or machinery on OWNER's property, including both easement areas overnight during the construction of the project.
11. 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.

12. 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.
13. 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.
14. This transaction will be handled by Redwood Empire Title Company of Mendocino County, 405 South Orchard Avenue, Ukiah, CA 95482 through Escrow No. 20220234DN.
15. 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.
16. 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.
17. The compensation set forth in Clause 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.
18. 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: BRH Associates, Inc, a California Corporation

Signed by: Melinda W. Ellis 12/3/2024  
11FAB12900EC426... DATE

Name: Melinda W. Ellis

Its: Vice President BRH Associates Inc

RECOMMENDED FOR APPROVAL BY:

Howard N. Dashiell 12/3/24  
HOWARD N. DASHIELL DATE

Director of Transportation  
County of Mendocino

COUNTY OF MENDOCINO

By: Maureen Mulheren 12/17/2024  
MAUREEN MULHEREN, Chair DATE  
BOARD OF SUPERVISORS

ATTEST:

DARCIE ANTLE, Clerk of Said Board

By: Amy 12/17/2024  
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: Amy 12/17/2024  
Deputy DATE

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

**SPACE BELOW FOR OFFICIAL USE:**

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

By: Maura Kiser  
County Counsel DATE  
**12/03/2024**

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

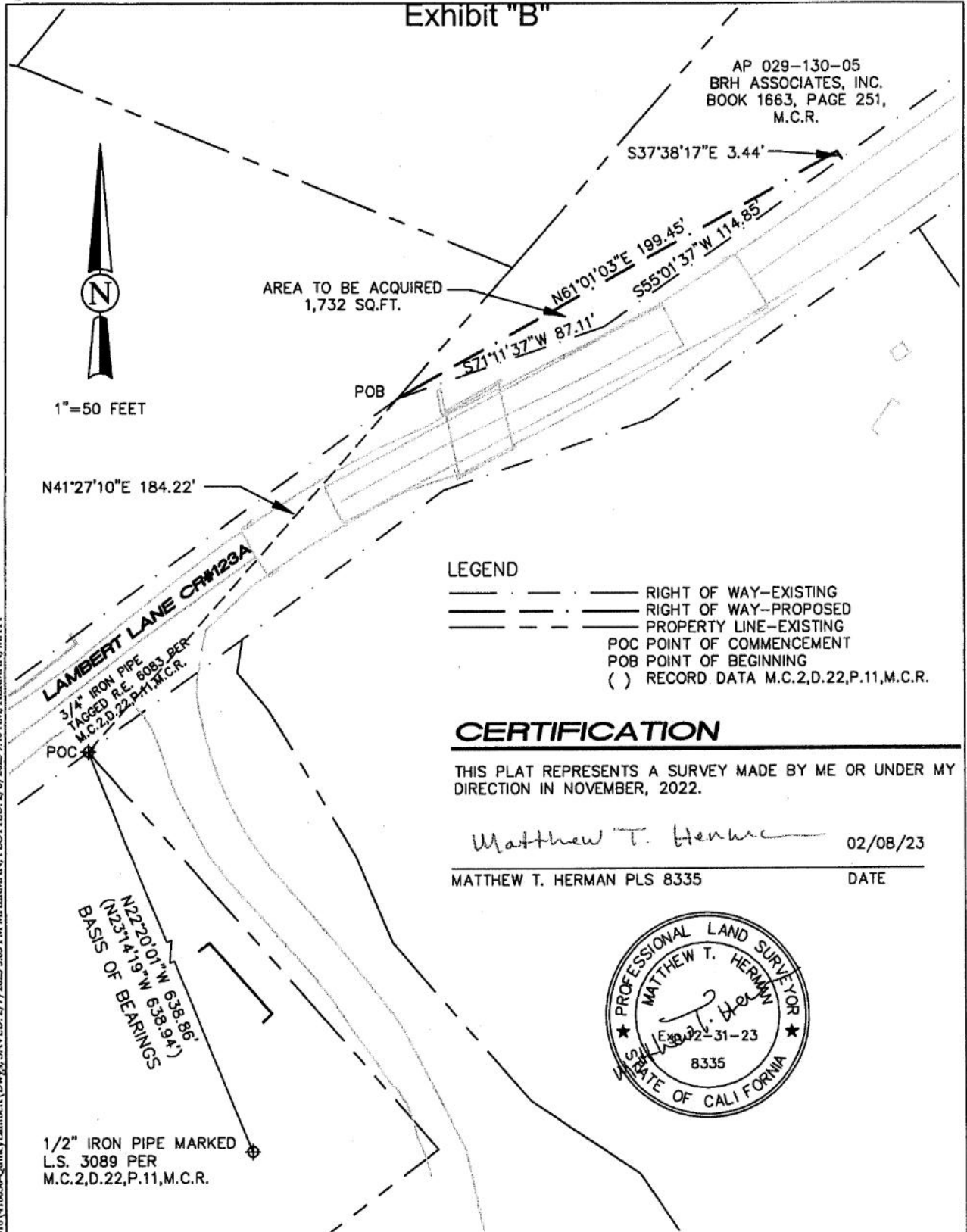
By: [Signature]  
Deputy CEO DATE  
**12/03/2024**

**INSURANCE REVIEW:**

By: Darcie Antle  
Risk Management DATE  
**12/03/2024**



Exhibit "B"



\\Willits\Projects\2016\416036-Quincy\Lambert\Drawgs, SAVED: 2/7/2023 5:05 PM MHERMAN, PLOTTED: 2/8/2023 9:40 AM HERMAN, MATT



MENDOCINO COUNTY DOT  
ROBINSON CREEK BRIDGE REPLACEMENT  
BOONVILLE, CA

FEBRUARY 2023 416036SVY-2022

EXHIBIT B  
RIGHT OF WAY ACQUISITION  
SHN 416036

Figure 2

# Exhibit "C"

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 B R H Associates, INC., a California Corporation recorded in Book 1663, Official Records, Page 251, 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 41°27'10" East, 184.22 feet to a point on the northerly Right of Way line of said Lambert Lane and the **Point of Beginning**; thence North 41°49'07" East, 69.00 feet to the most southerly corner of Parcel Two described in said Grant Deed; thence along the westerly boundary line of said Parcel Two North 68°01'18" West, 16.63 feet; thence leaving said westerly boundary line North 78°40'16" East, 38.35 feet; thence South 28°58'03" East, 23.99 feet to a point on the proposed Right of Way line; thence along said proposed Right of Way line South 61°01'34" West, 91.22 feet more or less to the **Point of Beginning** and the end of this description.

Containing 1,523 square feet more or less.

APN: 029-130-05 & 029-130-04

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

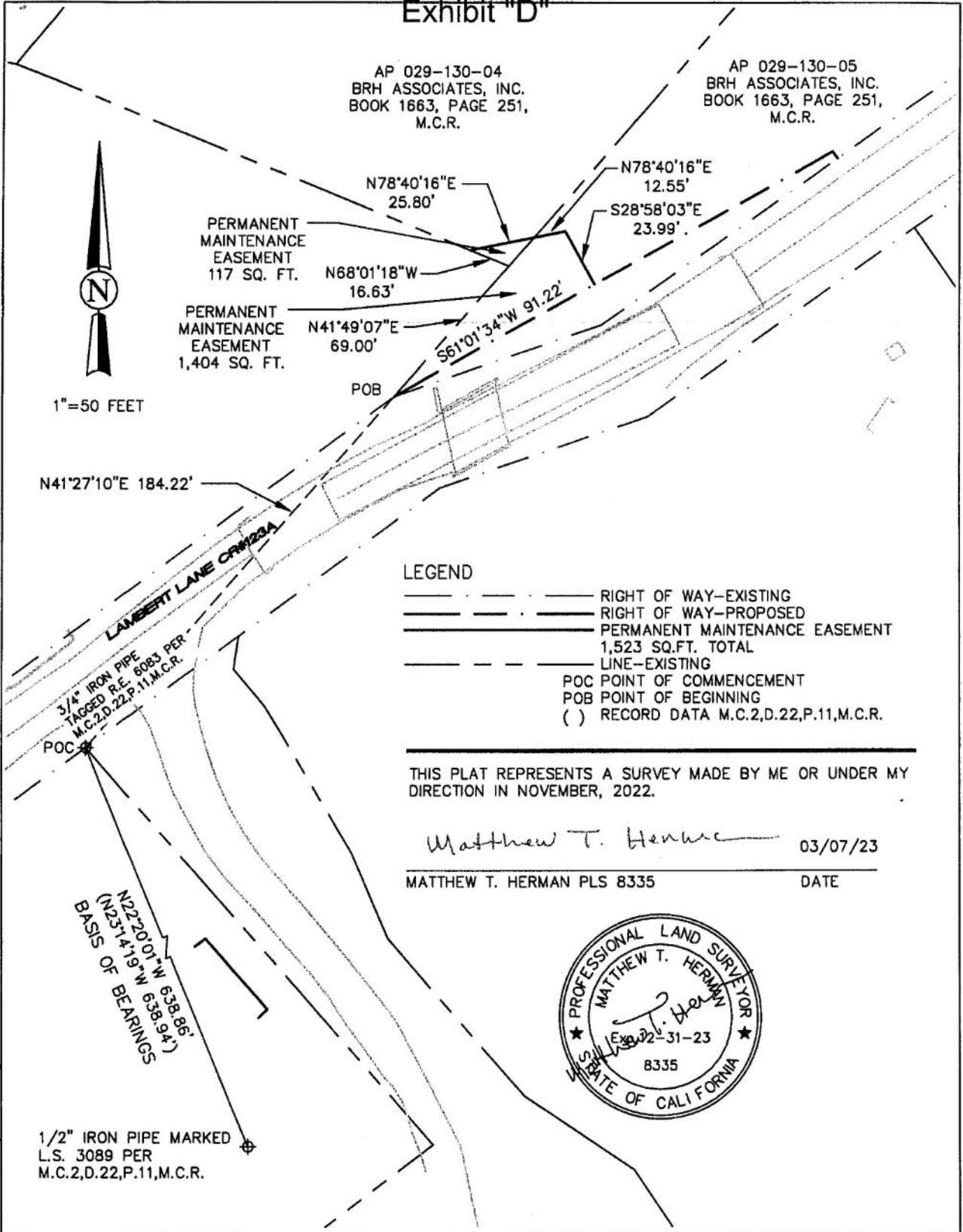
Distances are ground.

Matthew T. Herman 3/07/2023  
Matthew T. Herman, PLS 8335 Date  
SHN Consulting Engineers and Geologists, Inc.  
Willits, California





Exhibit "D"



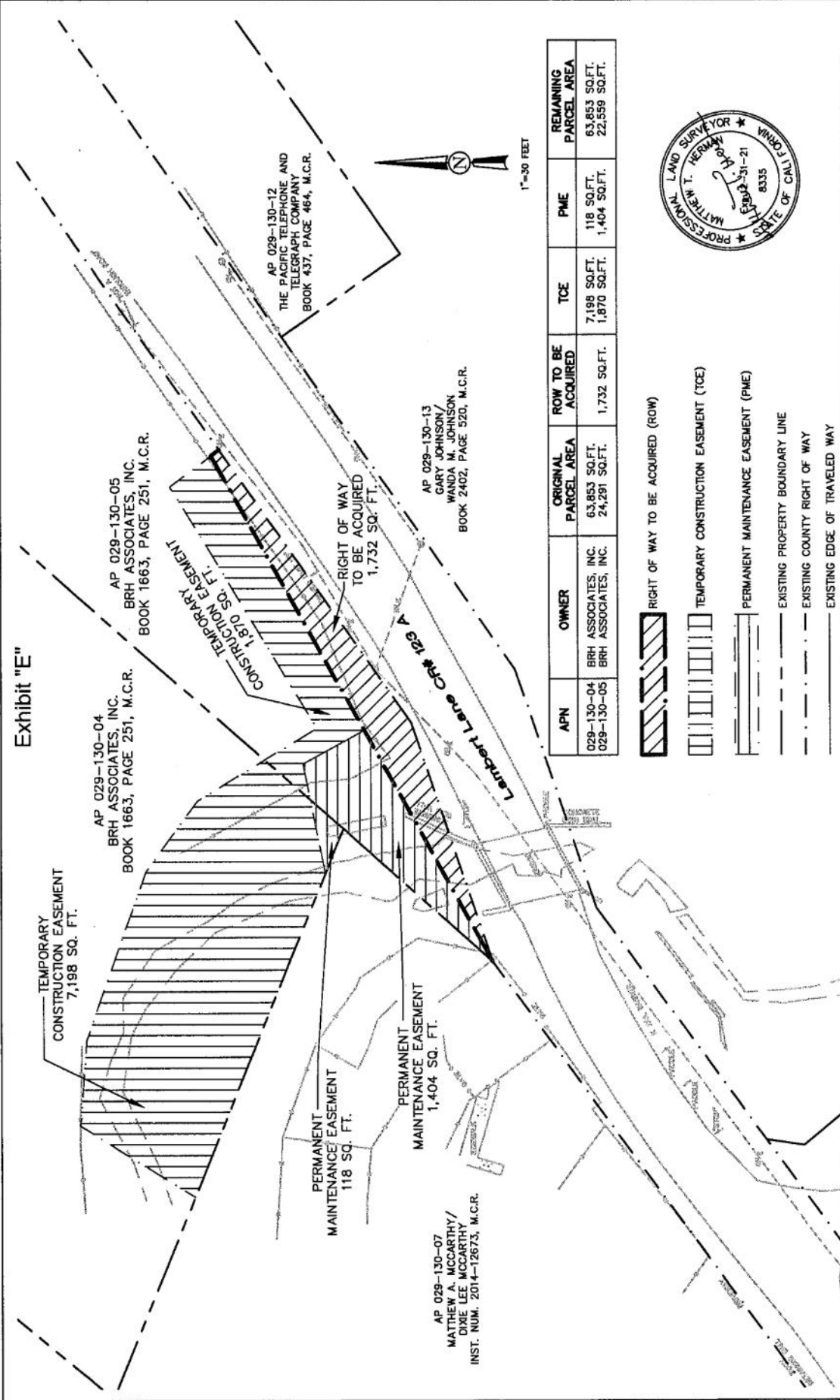
\\Willits\Projects\2016\416036-Quincy\Lambert\Drawgs.SAVED: 3/6/2023 12:36 PM MEHRMAN, PLOTTED: 3/7/2023 11:17 AM, HERMAN, MATT



MENDOCINO COUNTY DOT  
ROBINSON CREEK BRIDGE REPLACEMENT  
BOONVILLE, CA  
MARCH 2023 416036SVY-2022

EXHIBIT B  
PERMANENT MAINTENANCE EASEMENT  
SHN 416036  
Figure 3

Exhibit "E"



APN	OWNER	ORIGINAL PARCEL AREA	ROW TO BE ACQUIRED	TCE	PME	REMAINING PARCEL AREA
029-130-04 029-130-05	BRH ASSOCIATES, INC. BRH ASSOCIATES, INC.	63,853 SQ.FT. 24,281 SQ.FT.	1,732 SQ.FT.	7,198 SQ.FT. 1,870 SQ.FT.	118 SQ.FT. 1,404 SQ.FT.	63,853 SQ.FT. 22,559 SQ.FT.

- RIGHT OF WAY TO BE ACQUIRED (ROW)
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- PERMANENT MAINTENANCE EASEMENT (PME)
- EXISTING PROPERTY BOUNDARY LINE
- EXISTING COUNTY RIGHT OF WAY
- EXISTING EDGE OF TRAVELED WAY



RIGHT OF WAY ACQUISITION MAP  
BRH ASSOCIATES, INC.  
APN: 029-130-05 & 04

MENDOCINO COUNTY  
DEPARTMENT OF TRANSPORTATION  
NOVEMBER, 2021 416036SVY

ROBINSON CREEK BRIDGE  
ON LAMBERT LANE  
SHN 416036

Figure 3