

BOS AGMT. NO. 18-114  
DOT AGMT. NO. 180054

**County of Mendocino**

**Department of Transportation**

**ACQUISITION OF RIGHT OF WAY AGREEMENT**

THIS AGREEMENT made and entered on this 24<sup>TH</sup> day of July 2018, by and between Gary Wakeman and Ann Wakeman, Trustees of the Wakeman Family Revocable Living Trust dated August 25, 2003, 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. F-1706.101, on Mountain View Road, CR 510, at approximately Milepost 22.02, hereinafter referred to as "PROJECT," plans for construction of storm damage repair, 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, 0.007 acres, (295 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) temporarily acquire a temporary construction easement of 0.039 acres, (1700 square feet), more or less, of certain lands of OWNER, 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:

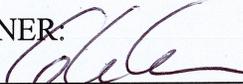
1. OWNER represents and warrants that they are owner in fee simple of the real property described in Exhibit "A" and as depicted on Exhibit "B" attached hereto, said property lying within the unincorporated area of the County of Mendocino, State of California.
2. OWNER agrees to grant to COUNTY the lands, 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 One Thousand Dollars (\$1,000.00) for those certain lands and rights as set forth herein and described in the aforesaid Exhibit "A" and as depicted on Exhibit "B". Upon execution of this Agreement and recordation of the Grant Deed, COUNTY shall pay said amount to OWNER; 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 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 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 OWNER, 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. COUNTY shall cause any liens or encumbrances related to COUNTY'S use of the Temporary Construction Easement to be discharged prior to completion of the PROJECT.
  
6. COUNTY will perform the following work under the terms of the PROJECT:

All firewood trees to be removed by the contractor as part of the construction project, listed in their bid for "clearing and grubbing" during construction, shall be decked adjacent to the project side as specified by OWNER exclusively for their use.
  
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. 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.

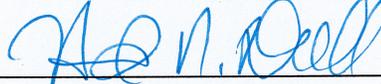
THE PARTIES HERETO HAVE set forth the whole of their Agreement. The performance of this Agreement constitutes the entire consideration of said document and shall relieve COUNTY of all further claims on this account or on account of the location, grade, or construction of the proposed public improvements.

IN WITNESS WHEREOF, this Agreement has been executed.

OWNER:  6/9/18  
Gary Wakeman, Trustee DATE

Ann Wakeman 6/10/18  
Ann Wakeman, Trustee DATE

RECOMMENDED FOR APPROVAL BY:

 6/13/18  
HOWARD N. DASHIELL DATE  
Director of Transportation  
County of Mendocino

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT  
County Counsel

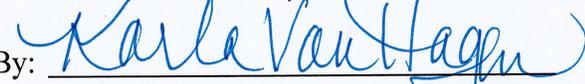
COUNTY OF MENDOCINO

By:   
DAN HAMBURG, Chair DATE  
BOARD OF SUPERVISORS JUL 24 2018

By:  6/13/18  
Deputy DATE

EXECUTIVE OFFICE/FISCAL REVIEW:

ATTEST:

CARMEL J. ANGELO, Clerk of said Board  
By:   
Deputy DATE  
JUL 24 2018

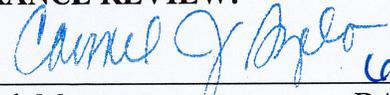
APPROVAL RECOMMENDED

By:  6/13/18  
Deputy CEO DATE

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

CARMEL J. ANGELO, Clerk of said Board  
By:   
Deputy DATE  
JUL 24 2018

INSURANCE REVIEW:

By:  6/20/18  
Risk Manager DATE

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

**SPACE BELOW FOR OFFICIAL USE:**

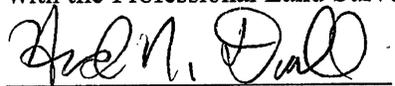
## EXHIBIT "A"

All that portion of the Northeast quarter of the Northwest quarter of Section 9, Township 13 North, Range 14 West, Mount Diablo Meridian, County of Mendocino, State of California, more particularly described as follows and being a portion of the land of Wakeman Trust as described in Instrument Number 2011-08428, Mendocino County Records:

COMMENCING at the Northeast corner of Parcel Two as shown on the Parcel Map recorded in Map Case 2, Drawer 11, Page 71, Mendocino County Records; thence North  $76^{\circ} 06' 32''$  West, along the southerly right of way line of Mountain View Road (CR 510), 36.46 feet to the TRUE POINT OF BEGINNING; thence along a curve to the left with a radius of 769.89 feet, a central angle of  $02^{\circ} 51' 23''$  and an arc length of 38.38 feet; thence leaving the said southerly right of way line South  $13^{\circ} 34' 32''$  East, 16.85 feet; thence North  $76^{\circ} 25' 28''$  East, 34.48 feet to the POINT OF BEGINNING.

Containing 0.007 acres (295.4 sq. ft.) more or less.  
PTN. APN. 029-580-21

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.



Howard N. Dashiell, L.S. 7148  
License Expires 6-30-19

1-5-18  
Date



Wakeman Exhibit "A"  
3 January 2018

# EXHIBIT B

