

BOS AGMT. NO. _____
DOT AGMT. NO. 220028

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

THIS AGREEMENT made and entered on this ____ day of _____ 2023, by and between Craig T. Sutphin, a single man, 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 permanent easement of 4,415 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 encumbered right of way in fee, 24,210 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.
- c) temporarily acquire a temporary construction easement of 9,948 square feet, more or less, over certain lands of OWNER, and which is more particularly described in Exhibit "A" and 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 Twenty Thousand Dollars (\$20,000.00), 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 the Temporary Construction 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 as 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 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 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. restore, conform and pave, at no cost to OWNER, two (2) existing private access road encroachments areas to the proposed PROJECT improvements. Upon completion of construction of said road approach 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. rebuild and restore, at no cost to OWNER, any existing perimeter fencing and gate 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.
 - c. during construction, protect in place OWNER'S existing private well located near the County Road and just north of the 70 foot private road easement, along with all underground waterlines servicing said well. If any damage is to occur to said well or waterlines, during construction, due to construction activities, then the COUNTY shall make all repairs at no cost to the OWNER.
 - d. OWNER and/or tenants shall be allowed access to both private driveways as identified on Exhibit "B".
7. This transaction will be handled by Redwood Empire Title Company of Mendocino County, 405 South Orchard Avenue, Ukiah, CA 95482 through Escrow No. 20220747DN.
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.

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:


CRAIG T. SUTPHIN

1/23/2023
DATE

RECOMMENDED FOR APPROVAL BY:


HOWARD N. DASHIELL

2/6/23
DATE

Director of Transportation
County of Mendocino

COUNTY OF MENDOCINO

By: _____
GLENN McGOURTY, Chair Date
BOARD OF SUPERVISORS

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
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: _____
Deputy DATE

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS
County Counsel


By: _____ 04/27/2023
Deputy DATE

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED


By: _____ 04/27/2023
Deputy CEO DATE

INSURANCE REVIEW:


By: _____ 04/27/2023
Risk Management 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 Craig T. Sutphin, recorded June 18, 1996, as Book 2340, Page 94, 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 continuing North 1°51'36" East, 18.38 feet to the TRUE POINT OF BEGINNING, being a point on the centerline of Hill Road, County Road 327B;

Thence, easterly of the line bearing North 1°51'36" East through Point "A" and including the entire width of the 40 foot wide County Road Easement, Southeasterly, Easterly, Northeasterly, Northerly, and Northwesterly, 630.00 feet, more or less, along the said centerline for Hill Road, to a point from which POINT "A" bears South 82°23'54" West, 425.47 feet more or less.

Containing: 24,210 Sq. Ft. more or less

TRACT TWO – PARCEL ONE – PERMANENT EASEMENT

Commencing at POINT "A" described above, thence South 54°21'00" East, 191.75 feet, to the POINT OF BEGINNING on the northern line of the 40 foot wide easement of said Hill Road Thence along the said easement following four courses

South 82°24'51" East, 16.96 feet;

South 84°28'45" East, 15.64 feet;

South 86°47'39" East, 17.55 feet;

North 88°17'01" East, 14.51 feet, to a point herein named POINT "B";

Thence leaving said easement, North 52°37'35" West, 53.79 feet;

Thence South 37°22'25" West, 35.68 feet, more or less, to a point on said easement and to the Point of Beginning.

Containing 1026 Sq Ft +/-

TRACT TWO – PARCEL TWO – PERMANENT EASEMENT

Commencing at POINT "A" described above, thence South 67°41'32" East, 369.90 feet, to a point on the southern line of the 40 foot wide easement of said Hill Road, herein named POINT "C", and being the POINT OF BEGINNING;

Thence, leaving said easement, South 52°37'35" East, 33.66 feet;

Thence North 37°22'25" East, 20.00 feet;

Thence North 19°13'57" West, 17.28 feet;

Thence on a non-tangent curve concaving northwesterly, center of arc bears North 19°13'57" West, 110.00 feet, for an arc distance of 153.68 feet, having an included angle of 80°02'52".

Thence North 9°17'48" West, 71.12 feet, more or less, to a point on the north boundary of the said lands of Sutphin;

Thence along the said north boundary, North 89°24'18" West, 1.90 feet, more or less to a point on the easterly line of the said 40 foot wide easement of said Hill Road;

Thence leaving the intersection of the said north boundary with said easement, southerly and southwesterly, along the easterly edge of said easement, southerly, southwesterly, and westerly for a distance of 247.75 feet, more or less to the Point of Beginning.

Containing 3,389 Sq Ft +/-

TRACT THREE – PARCEL ONE – TEMPORARY CONSTRUCTION EASEMENT

Commencing at POINT "A" described above, thence North 1°51'36" East, 46.82 feet, more or less, to a point on the northern line of the 40 foot wide easement of said Hill Road, and the True POINT OF BEGINNING:

Thence, leaving said easement, North 1° 51' 36" East, 4.11 feet;
Thence South 44° 36' 30" East, 27.56 feet;
Thence North 70° 17' 40" East, 17.01 feet;
Thence South 37° 00' 26" East, 94.35 feet;
Thence South 31° 40' 41" East, 23.26 feet;
Thence South 61° 41' 13" East, 22.64 feet;
Thence North 64° 14' 41" East, 26.54 feet;
Thence North 44° 46' 31" East, 16.63 feet;
Thence North 14° 59' 36" East, 11.24 feet;
Thence South 76° 13' 53" East, 36.54 feet;
Thence South 10° 18' 20" West, 25.59 feet;
Thence South 20° 35' 40" West, 23.68 feet;
Thence North 52° 37' 35" West, 12.07 feet;
Thence South 37° 22' 25" West, 35.68 feet, more or less, to a point on the northern line of said 40 foot easement of said Hill Road;
Thence along the northerly line of said easement, westerly and northwesterly 225.35 feet, more or less, to the Point of Beginning.

Containing 6610 Sq Ft +/-

TRACT THREE – PARCEL TWO – TEMPORARY CONSTRUCTION EASEMENT

BEGINNING at POINT "B" described above;

Thence, leaving the said 40 foot easement, North 52°37'35" West, 2.33 feet;
Thence North 82°22'40" East, 65.21 feet, more or less, to the boundary of the lands of Sutphin;
Thence, along said boundary, South 7°12'05" East, 1.90 feet, to a point on the said 40 foot easement for said Hill Road;
Thence along the said 40 foot easement, South 82°35'56" West, 63.54 feet, more or less to the Point of Beginning.

Containing 114 Sq FT +/-

TRACT THREE – PARCEL THREE – TEMPORARY CONSTRUCTION EASEMENT

BEGINNING at POINT "C" described above:

Thence, leaving said 40 foot easement, South 52°37'35" East, 7.10 feet;
Thence South 82°22'25" West, 59.66 feet, more or less, to a point on the western boundary of the said lands of Sutphin;
Thence, along the said western boundary, North 6°15'26" West, 5.24 feet, to a point on the aforementioned 40 foot easement;
Thence leaving the said western boundary and following along the said southern easement line, North 82°36'18" East, 54.52 feet, to the Point of Beginning.

Containing 293 Sq Ft +/-

EXHIBIT "B"

