

BOS AGMT. NO. 16-066
DOT AGMT. NO. 160056

County of Mendocino

Department of Transportation

ACQUISITION OF RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered on this 2 day of August 2016, by and between Alvin D. Dodd and Edwina R. Dodd, 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. A-1201, on , CR 429, at approximately Milepost 25.41, hereinafter referred to as "PROJECT," plans for replacing the Branscomb Road Pedestrian Bridge over Ten Mile Creek west of Laytonville, 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 0.035 acres, (1,564 square feet), more or less, of which 0.001 acres, (64 square feet), currently is encumbered by existing historic roadway right of way known as Branscomb Road CR 429, and which is more particularly described in Exhibit "A" and as depicted in Exhibit "B", attached hereto and fully incorporated herein.
- b.) temporarily acquire a construction easement of 0.104 acres, (4,533 square feet), more or less, over certain lands of OWNER, as identified and depicted as Temporary Construction Easement on Exhibit "B", attached hereto and fully incorporated herein.
- c.) temporarily acquire a revegetation/monitor easement of 0.104 acres, (4,533 square feet), more or less, over certain lands of OWNER, as identified and depicted as Temporary Revegetation/Monitor 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" attached hereto, 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" attached hereto.
4. COUNTY agrees to compensate OWNER in the total amount of Five Thousand Dollars (\$5,000) for those certain lands and rights as set forth herein and described in the aforesaid Exhibit "A" and as depicted on Exhibit "B" attached hereto. 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 for a period of twenty-four (24) months. Upon execution of this Agreement, OWNER grants to COUNTY, its agents, employees, and contractors, the right to enter upon the lands identified as a Temporary Construction Easement area. Said right to enter to be effective on the date this Agreement is fully executed by all parties. In the case of unpredictable delays in construction, the terms of the Temporary Construction Easement may be extended at the option of the COUNTY for another twenty-four (24) month period and shall be exercised only upon written notification from COUNTY to OWNER, and payment of \$1,498.52 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 areas of OWNERS' property affected by said temporary construction easement in a neat and workmanlike condition upon completion of PROJECT.
6. 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 Revegetation/Monitor Easement area identified on Exhibit "B", attached hereto and incorporated herein by this reference for a period of forty-eight (48) months. Said right to enter upon the lands identified as a Temporary Revegetation/Monitor Easement area to be effective on the first term expiration date of the Temporary Construction Easement mentioned above in Clause 5. In the case of unpredictable delays in construction, the terms of the Temporary Revegetation/Monitor Easement may be extended at the option of the COUNTY for another forty-eight (48) month period or a portion thereof based on time needed, and shall be exercised only upon written notification from COUNTY to OWNER, and payment of \$899.12 paid in advance for the four-year extension. This Temporary Revegetation/Monitor Easement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
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" and as depicted on Exhibit "B" attached hereto and fully incorporated herein to be conveyed by OWNER to COUNTY.


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:

 5-2-16
ALVIN D. DODD DATE

OWNER:


 5-12-16
EDWINA R. DODD DATE

RECOMMENDED FOR APPROVAL BY:


 5/13/16
HOWARD N. DASHIELL DATE
Director of Transportation
County of Mendocino

APPROVED AS TO FORM:


KATHARINE L. ELLIOTT
County Counsel
County of Mendocino

 5/22/16
Deputy DATE


INSURANCE REQUIREMENTS


Alan D. Flora
Assistant CEO/Risk Manager

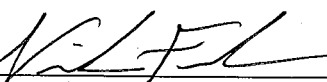
COUNTY OF MENDOCINO

 AUG 02 2016
BY: DAN GJERDE, Chair DATE
Board of Supervisors

FISCAL REVIEW


Deputy CEO/Fiscal

ATTEST: CARMEL J. ANGELO
Clerk of Said Board

 AUG 02 2016
BY: Deputy DATE

EXECUTIVE REVIEW:

APPROVAL RECOMMENDED


CARMEL J. ANGELO
CHIEF EXECUTIVE OFFICER

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

SPACE BELOW FOR OFFICIAL USE:

EXHIBIT "A"

A portion of that certain tract of land situated in the north half of Section 12, Township 21 North, Range 15 West, Mount Diablo Meridian, County of Mendocino, State of California, described in the Individual Joint Tenancy Deed to Alvin D. Dodd and Edwina R. Dodd, recorded July 11, 1972, in Book 893, Page 78, Mendocino County Official Records, described as follows:

Commencing at a ¾ inch iron pipe with a brass cap marked ¼ COR 11-12 as shown on a Parcel Map on file in Map Case 2, Drawer 32, Page 88, Mendocino County Recorder's Office; thence South 89°19'21" East (Record = North 89°39'18" East) , 844.84 feet to the POINT OF BEGINNING, on the north side of Branscomb Road, County Road 429; said Point of Beginning lying on the center of section line of Section 12 and bearing North 89°19'21" West, 1,780.83 feet from the center quarter corner of Section 12 as shown on the said Parcel Map; thence, along the said center of section line and the County Road right-of-way line as shown in Map Case 2, Drawer 5, Page 15, Mendocino County Official Records, North 89°19'21" West, 46.99 feet, more or less, to the easterly boundary line of Shere, as described in a Grant Deed recorded on March 8, 2006 in Instrument No. 2006-04402, Mendocino County Records; thence, leaving said center of section line and said right-of-way line, and along the said boundary line common to Shere and Dodd, North 24°43'00" West, 29.45 feet; thence, leaving the said Shere boundary line, South 88°19'04" East, 63.46 feet, more or less, to the easterly boundary line of the lands of Dodd and the westerly boundary line of the lands of Nelson as described in a Grant Deed recorded on December 14, 1999 in Instrument No. 1999-23431; thence, along said boundary line common to Dodd and Nelson, South 12°55'20" East, 26.23 feet, more or less, to the said center of section line and the County Road right-of-way line; thence, North 89°19'21" West, 10.00 feet, more or less, along the said center of section line and the County Road right-of-way line to the Point of Beginning, containing approximately 1,564 square feet of area.

The basis of bearings for this description is the bearing "South 21° 09' 55" East", from the HPGN Point identified as HPGN 101 MEN 72.85 to the HPGN Point identified as HPGN D CA 01 GE. This Basis of Bearings is a grid bearing in California Zone 2, NAD 83, with an Epoch Date 2007 and a theta angle of -0° 56' 01". The distances are grid distances established by a combined scale factor of 0.99990326. Multiply by 1.00009675 to obtain ground distances. All distances are in US Survey feet.

PTN. APN. 014-060-36

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
My License Expires 09-30-2017



1-14-2016
Date

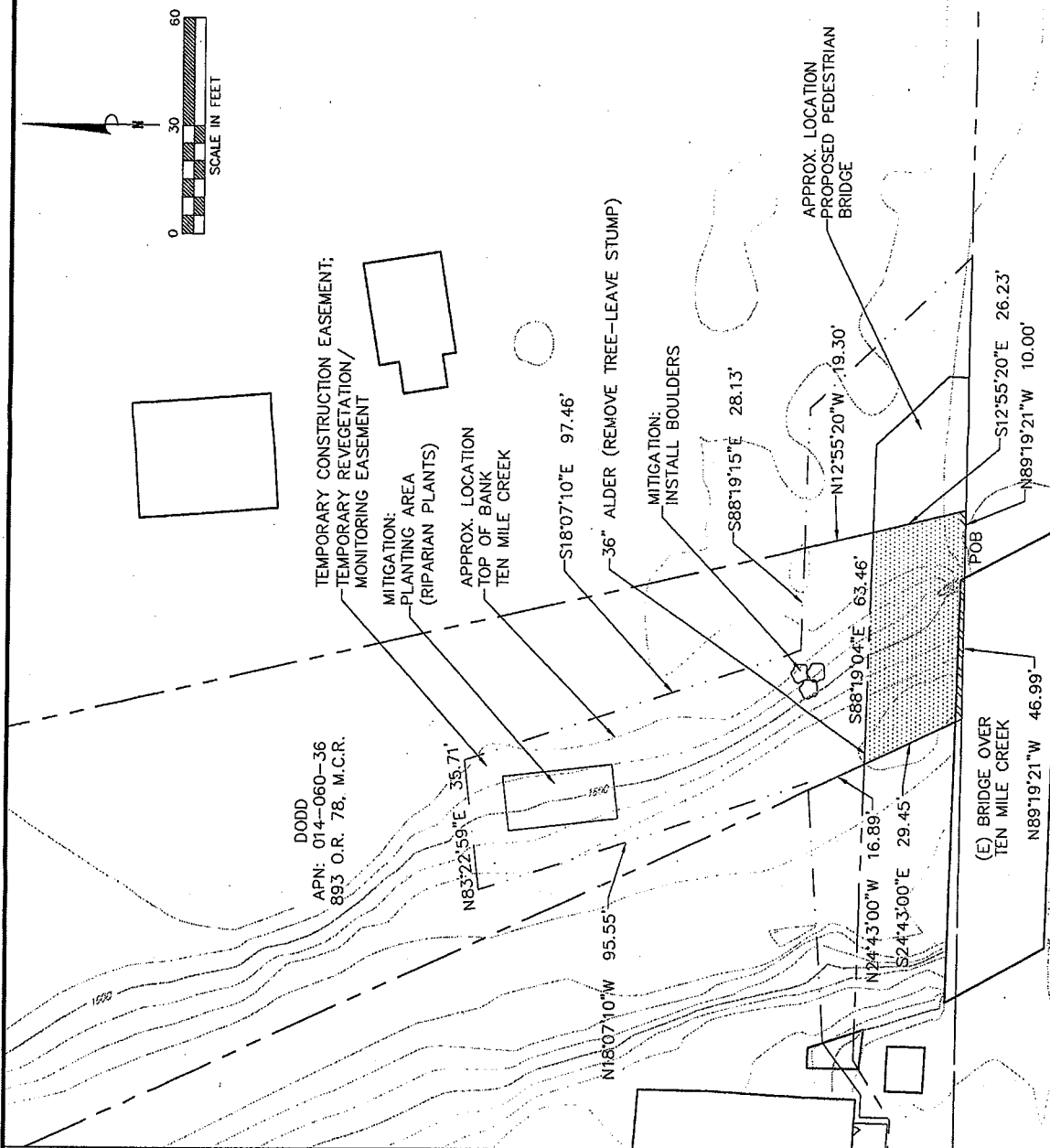
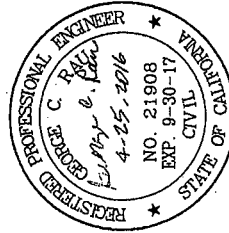
AREA TO BE ACQUIRED FROM DODD			
INITIAL PARCEL SIZE:	102,155 SF±	2.35 AC±	
HISTORIC ROAD EASEMENT:	64 SF±		
NEW UNENCUMBERED RIGHT OF WAY:	1,500 SF±		
TOTAL FEE ACQUISITION:	1,564 SF±	0.04 AC±	
REMAINING PARCEL SIZE:	100,591 SF±	2.31 AC±	
NEW UNENCUMBERED RIGHT OF WAY			
HISTORIC ROAD EASEMENT			
TEMPORARY CONSTRUCTION EASEMENT (4,533 SF±)			

HORIZONTAL BASIS: NAD 83

STATE PLANE COORDINATES
HELD HPGN (101 MEN 72.85) PT NO 4, ROTATED THROUGH HPGN (D CA 01 GE)
PT NO 3, EPOCH DATE 2007.
COMBINED SCALE FACTOR 0.99990326... COMPUTED FROM LEICA GEO-OFFICE
CONVERGENCE ANGLE -0°56'01"

VERTICAL DATUM: NGVD 1929

NGVD 1929
BASED ON CAL-TRANS MONUMENT LOCATED ALONG HWY 101
IN FRONT OF HEALTH FOOD STORE IN LAYTONVILLE. INFORMATION
OBTAINED
FROM RANDY HARALSON OF CAL-TRANS.
STAMPED CALTRANS 2003
ORTHO HT= 1655.98 FT
ALUMINUM CAP & REBAR SET AT GRADE. SEE DETAIL ON SURVEY CONTROL
MAP.



DATE: _____		DRAWING: _____		SHEET: _____	
REVISION: _____		OWNER: _____		PROJECT: _____	
FILE: _____		COUNTY OF MENDOCINO		RIGHT OF WAY ACQUISITION MAP	
PROJECT: _____		BRANSCOMB ROAD, M.P. 25.41		APN: 014-060-36	
LOCATION: _____		LAYTONVILLE, CALIFORNIA		PEDESTRIAN BRIDGE OVER TEN MILE CREEK	
DRAWN BY: _____		CHECKED BY: _____		CR 429, DOT PROJECT NO. 01-MEN-O-CR	
DATE: _____		SCALE: _____		SHEET 1 of 1	

EXHIBIT "B"