

BOS AGMT. NO. 16-067
DOT AGMT. NO. 160057

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 Marian D. Nelson, 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 0.018 acres, (812 square feet), more or less, of which 0.001 acres, (60 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 0.035 acres, (1,545 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 0.035 acres, (1,545 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 she 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" 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 Two Thousand Six Hundred Fifty Dollars (\$2,650) 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 \$624.24 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 and shall be exercised only upon written notification from COUNTY to OWNER, and payment of \$500 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. COUNTY will perform the following work under the terms of the PROJECT:
 - a. restore at no cost to OWNER, any existing field fencing that may be removed by COUNTY for this PROJECT. Replacement fencing shall be comparable to the current fencing in height and likeness. The replacement fencing 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.
 - b. During construction temporary perimeter fencing may be maintained at all times to a height to match the existing fencing at the request of OWNER.

8. This transaction will be handled through an internal escrow by the County of Mendocino Department of Transportation, 340 Lake Mendocino Drive, Ukiah, CA 95482.
9. 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.
10. 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.
11. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

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:

Marian D. Nelson 05-12-16
MARIAN D. NELSON DATE

RECOMMENDED FOR APPROVAL BY:

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

INSURANCE REQUIREMENTS

Alan D. Flora
Alan D. Flora
Assistant CEO/Risk Manager
FISCAL REVIEW

[Signature]
Deputy CEO/Fiscal

APPROVED AS TO FORM:
KATHARINE L. ELLIOTT
County Counsel
County of Mendocino

[Signature] 5/20/16
Deputy DATE

COUNTY OF MENDOCINO

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

ATTEST: CARMEL J. ANGELO
Clerk of Said Board

BY: [Signature] AUG 02 2016
Deputy DATE

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

SPACE BELOW FOR OFFICIAL USE:

EXECUTIVE REVIEW:
APPROVAL RECOMMENDED

Carmel J. Angelo
CARMEL J. ANGELO
CHIEF EXECUTIVE OFFICER

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 Grant Deed to Marian D. Nelson, recorded December 14, 1999, Instrument Number 1999-23431, 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, 891.24 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, 1,734.43 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, 36.41 feet, more or less, to the easterly boundary line of Dodd, as described in an Individual Joint Tenancy Deed, recorded July 11, 1972, in Book 893, Page 78, Mendocino County Records; thence, leaving said center of section line and said right-of-way line, and along the said boundary line common to Dodd and Nelson, North 12°55'20" West, 26.23 feet; thence, leaving said boundary line, South 88°19'04" East, 23.86 feet; thence, South 43°12'46" East, 27.24 feet; thence, South 2°24'14" West, 5.45 feet, more or less, to the said center of section line and the County Road right-of-way line; and to the Point of Beginning, containing approximately 812 square feet of area.

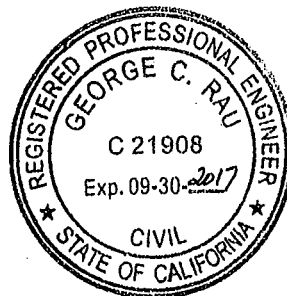
The basis of bearings for this description is the bearing "South 21° 09' 55" East", from the HPGN Point identified as HPGN 101 MEN 72.85 to the HPGN Point identified as HPGN D CA 01 GE. This Basis of Bearings is a grid bearing in California Zone 2, NAD 83, with an Epoch Date 2007 and a theta angle of -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. 014-060-05

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

