

BOS AGMT. NO. 16-068  
DOT AGMT. NO. 160072

**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 Paolo and Meadow Shere, 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 0.12 acres, (5,103 square feet), more or less, of which 0.6 acres, (2,437 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 0.10 acres, (4,565 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 0.10 acres, (4,565 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 Fourteen Thousand Dollars (\$14,000) 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 includes payment to compensate OWNER to relocate a storage shed. OWNER hereby releases the COUNTY from any obligation to relocate said storage shed.
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 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 or a portion thereof based on time needed, and shall be exercised only upon written notification from COUNTY to OWNER, and payment of \$1,781.56 or a portion thereof based on time needed 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.
7. 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 "C", 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 6. 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 \$1,068.92 or a portion thereof based on time needed 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.
8. COUNTY will perform the following work under the terms of the PROJECT:
  - a. restore and conform, at no cost to OWNER, the private access road encroachment area and parking areas to the proposed project improvements. Upon completion of construction of said road approaches and parking areas 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. upon written request of the OWNER, all firewood trees to be removed by the contractor as part of the PROJECT, listed in their bid for "clearing and grubbing" during construction, shall be decked adjacent to the PROJECT site exclusively for OWNER' use.

- c. protect in place one oak tree located near the south east corner of the feed store. COUNTY agrees to remove said tree if the tree should die as a result of PROJECT activities within 1-2 years after construction has been completed.
- 9. This transaction will be handled by Redwood Empire Title Company of Mendocino County, 405 South Orchard Avenue, Ukiah, CA 95482, through Escrow No. 20151859DN
- 10. 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.
- 11. 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.
- 12. 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]

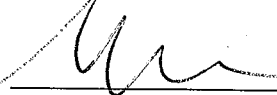
THE PARTIES HERETO HAVE set forth the whole of their Agreement. The performance of this Agreement constitutes the entire consideration of said document and shall relieve COUNTY of all further claims on this account or on account of the location, grade, or construction of the proposed public improvements.

IN WITNESS WHEREOF, this Agreement has been executed.


OWNER:

  
\_\_\_\_\_  
PAOLO SHERE                      6/16/2016  
DATE

OWNER:

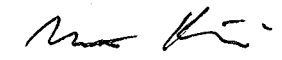
  
\_\_\_\_\_  
MEADOW SHERE                      6/16/16  
DATE

RECOMMENDED FOR APPROVAL BY:


  
\_\_\_\_\_  
HOWARD N. DASHIELL                      7/7/16  
DATE  
Director of Transportation  
County of Mendocino

APPROVED AS TO FORM:

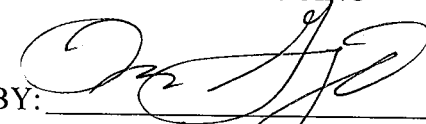
KATHARINE L. ELLIOTT  
County Counsel  
County of Mendocino

  
\_\_\_\_\_  
Deputy                      6/22/16  
DATE

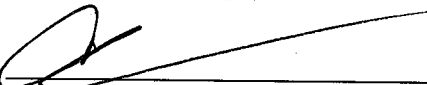
INSURANCE REQUIREMENTS

  
\_\_\_\_\_  
Alan D. Flora  
Assistant CEO/Risk Manager

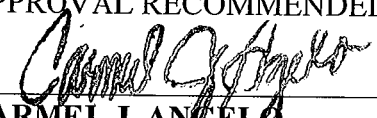
COUNTY OF MENDOCINO

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

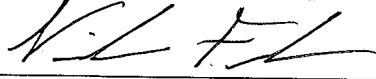
FISCAL REVIEW

  
\_\_\_\_\_  
Deputy CEO/Fiscal

EXECUTIVE REVIEW:

APPROVAL RECOMMENDED  
  
\_\_\_\_\_  
CARMEL J. ANGELO  
CHIEF EXECUTIVE OFFICER

ATTEST: CARMEL J. ANGELO  
Clerk of Said Board

  
\_\_\_\_\_  
BY:                      AUG 02 2016  
Deputy                      DATE

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 Grant Deed to Paolo Shere and Meadow Shere, husband and wife as joint tenants, recorded March 8, 2006, Instrument No. 2006-04402, Mendocino County Official Records, described as follows:

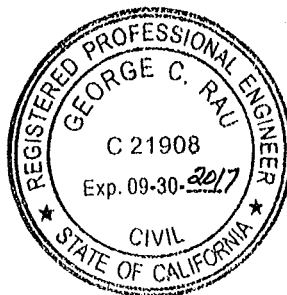
Commencing at a ¾ inch iron pipe with a brass cap marked ¼ COR 11-12 as shown on a Parcel Map on file in Map Case 2, Drawer 32, Page 88, Mendocino County Recorder's Office; thence South 89°19'21" East (Record = North 89°39'18" East), 777.85 feet to the POINT OF BEGINNING, on the north side of Branscomb Road, County Road 429; Point of Beginning lying on the center of section line of Section 12 and bearing North 89°19'21" West, 1,847.82 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, 322.05 feet, more or less, to the easterly boundary line of Gustavo and Kristine Perez, as described in a Joint Tenancy Grant Deed recorded on July 8, 1992 in Book 2005, Page 421, 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 Perez, North 0°53'40" East, 5.02 feet; thence, leaving the said Perez boundary line, North 86°07'51" East, 80.38 feet; thence, South 84°33'44" East, 43.27 feet; thence, North 88°18'19" East, 53.45 feet; thence, North 79°02'48" East, 28.16 feet; thence, South 86°08'52" East, 11.85 feet; thence, North 81°04'44" East, 16.00 feet; thence, North 58°23'03" East, 19.34 feet; thence, South 88°19'04" East, 81.22 feet, more or less, to the easterly boundary line of Shere and the westerly boundary line of the lands of Dodd as described in an 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; thence, along the boundary line common to Shere and Dodd, South 24°43'00" East, 29.45 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, 20.00 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 5,103 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. 014-060-35

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



4-25-2016  
Date

R11058/Survey/ROW Legal /Shere

AREA TO BE ACQUIRED FROM SHERE

INITIAL PARCEL SIZE:	65,829 SF±	1.51 AC±
HISTORIC ROAD EASEMENT:	2,437 SF±	
NEW UNENCUMBERED RIGHT OF WAY:	2,666 SF±	
TOTAL FEE ACQUISITION:	5,103 SF±	0.12 AC±
REMAINING PARCEL SIZE:	60,726 SF±	1.39 AC±

NEW UNENCUMBERED RIGHT OF WAY

HISTORIC ROAD EASEMENT

TEMPORARY CONSTRUCTION EASEMENT (4,565 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"



DATE: _____		DRAWING: _____	
PROJECT: _____		SHEET: _____	
OWNER: _____		COUNTY OF MENDOCINO	
LOCATION: _____		BRANSCOMB ROAD, M.P. 25.41	
PROJECT: _____		LANTONVILLE, CALIFORNIA	
PROJECT: _____		RIGHT OF WAY ACQUISITION MAP	
PROJECT: _____		APN: 014-060-35	
PROJECT: _____		PEDESTRIAN BRIDGE OVER TEN MILE CREEK	
PROJECT: _____		CR 429, DOT PROJECT NO. 01-MEN-0-CR	
PROJECT: _____		1 of 1	
PROJECT: _____		SHEETS	

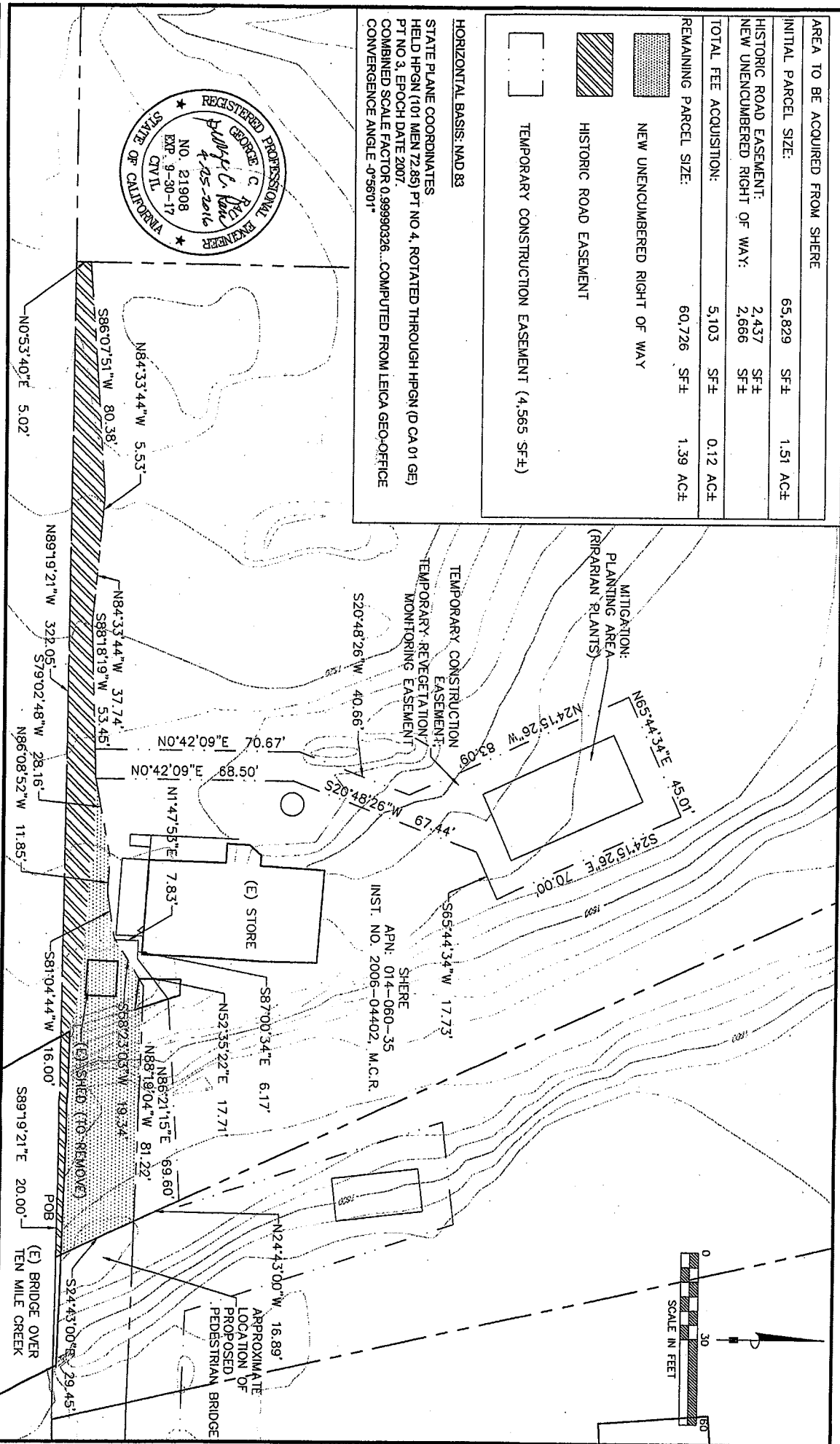


EXHIBIT "B"