

BOS AGMT. NO. \_\_\_\_\_  
DOT AGMT. NO. \_\_\_\_\_

**County of Mendocino**

**Department of Transportation**

**ACQUISITION OF RIGHT OF WAY AGREEMENT**

THIS AGREEMENT made and entered on this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between Stanley J. Czyzewski, Jr., 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-1002, on , CR 311, at approximately Milepost 5.20, hereinafter referred to as "PROJECT," plans for replacing the Rows Creek Bridge on Sherwood Road northwest of the city of Willits, 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 of 0.135 acres, (5,877 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 construction easement of 0.184 acres (8,015 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.

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 in Exhibit "B", and of the real property identified and depicted as Temporary Construction Easement 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 Three Thousand Dollars (\$3,000.00) 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 Temporary Construction Easement on Exhibit "B" and as described in Clause 5 below. 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 of 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 Temporary Construction Easement on the aforesaid Exhibit "B". 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 this 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 \$644.00 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 area of OWNER'S 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 and conform at no cost to OWNER, the private access road encroachment area to the proposed PROJECT improvements. Upon completion of construction of said road approaches 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. Relocate and set back gate and posts to new location approximately 20 foot from existing location.
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:

\_\_\_\_\_  
STANLEY J. CZYZEWSKI, JR      DATE

RECOMMENDED FOR APPROVAL BY:

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

INSURANCE REQUIREMENTS

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

**FISCAL REVIEW**

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

**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:**

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

\_\_\_\_\_  
Deputy      DATE

COUNTY OF MENDOCINO

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

ATTEST: CARMEL J. ANGELO  
Clerk of Said Board

BY: \_\_\_\_\_  
Deputy      DATE