

BOS AGMT. NO. 17-094
DOT AGMT. NO. 170050

County of Mendocino
Department of Transportation

ACQUISITION OF RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered on this 15th day of August 2017, by and between Robert P. Woldemar and Vicky E. Woldemar, as Trustees of the Woldemar Revocable Living Trust dated March 9, 1994, hereinafter referred to as "OWNERS" 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. F-1706.201PR, on Orr Springs Road, CR 223, at approximately Milepost 39.20, hereinafter referred to as "PROJECT," plans for construction of 2017 storm damage repair will involve and require acquisition, by COUNTY, of certain lands and rights affecting the real property of OWNERS as follows:

- a) acquire in fee of 0.32 acres, (13,793.11 square feet), more or less, of certain lands of OWNERS, of which 0.12 acres (5,039.87 square feet), more or less is now used for County maintained roadway, and which is more particularly described in Exhibit "A" and as depicted as Parcel 1 on Exhibit "B" attached hereto and fully incorporated herein.
- b) temporarily acquire a construction easement of 0.68 acres, (29,598.63 square feet), more or less, over certain lands of OWNERS, as identified and depicted as Parcel 2 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. OWNERS represent and warrant that they are the 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. OWNERS agree 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. OWNERS understand and agree 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 OWNERS 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. Said right to enter to be effective as of the project's Right of Way Certification date for a period of twenty-four (24) months. 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. 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. Up 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's use.
 - c. gravel removed from the temporary Bailey Bridge abutments shall be placed on OWNER's lands for their exclusive use at a location designated by OWNER.
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. OWNERS warrant that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and OWNERS agree 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 OWNERS for a period exceeding one month.
9. COUNTY agrees to release, hold harmless, and defend OWNERS 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 OWNERS 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.

OWNERS:

Robert P. Woldemar 8-10-17
ROBERT P. WOLDEMAR, TRUSTEE, DATE

Vicky E. Woldemar 8/10/17
VICKY E. WOLDEMAR, TRUSTEE DATE

RECOMMENDED FOR APPROVAL BY:

Howard N. Dashiell 8-10-17
HOWARD N. DASHIELL DATE
Director of Transportation
County of Mendocino

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT
County Counsel

Anna K. 8/10/17
Deputy DATE

INSURANCE REQUIREMENTS

Alan D. Flora
Assistant CEO/Risk Manager

COUNTY OF MENDOCINO

BY: John M. McCowen
JOHN MCCOWEN, Chair DATE
Board of Supervisors AUG 18 2017

FISCAL REVIEW

Melle Rann
Deputy CEO/Fiscal

ATTEST: CARMEL J. ANGELO
Clerk of Said Board

EXECUTIVE REVIEW:

APPROVAL RECOMMENDED
Carmel J. Angelo
CARMEL J. ANGELO
CHIEF EXECUTIVE OFFICER

BY: [Signature]
Deputy DATE
AUG 18 2017

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

SPACE BELOW FOR OFFICIAL USE:

Exhibit A

All that real property situated in the Southeast Quarter of Section 35, Township 16 North, Range 13 West, Mount Diablo Baseline and Meridian, in the Unincorporated Area, County of Mendocino, State of California, being a portion of that certain Parcel described in the Quitclaim Deed to Robert P. Woldemar and Vicky E. Woldemar recorded in Instrument Number 2006-22456, Mendocino County Records (M.C.R.) more particularly described as follows:

A strip of land in fee, the perimeter of which is more particularly described as follows;

Commencing at a 1/2" iron pipe with aluminum cap marked W.R. Coots LS 4518 set on the North/South Center Section line of said Section 35, on the northerly side of Orr Springs Road CR #223 as shown on the Record of Survey recorded in Maps, Drawer 73, Pages 80-81, M.C.R. said point bears South 01°14'35" West (South 01°18'11" West record per ROS) 369.85 feet from a 5/8" rebar with red plastic cap marked LS 4518 set on said North/South Section line at the northerly end of the course annotated as North 01°18'11" East, 85.60' as shown on said Record of Survey; thence South 69°45'45" East, 333.13 feet to a point on the centerline of said Orr Springs Road. Said point also being on the South boundary line of the parcel described in said Quitclaim Deed and the **Point of Beginning**; thence North 13°08'56" East, 20.00 feet; thence North 39°40'35" East, 46.32 feet; thence South 75°46'29" East, 32.71 feet; thence South 77°05'09" East, 79.29 feet; thence South 84°24'57" East, 31.16 feet; thence South 51°16'37" East, 109.69 feet; thence South 64°10'14" West, 11.21 feet; thence South 28°06'24" West, 20.00 feet to a point on the centerline of said Orr Springs Road and said South boundary line; thence along said centerline and said South boundary line through the arc of a curve to the left with a radial bearing of South 28°06'24" West, a radius of 250.00 feet, a central angle of 14°57'28" and a length of 65.27 feet; thence continuing along said centerline and said South boundary line North 76°51'04" West, 184.12 feet more or less to the Point of Beginning and the end of this description.

Containing 13,793.11 square feet more or less.

A portion of APN 152-240-09.

The Basis of Bearings of this description is the State Plane Coordinate System, NAD 83 (CORS), California Zone 2.

Distances are ground.

Matthew T. Herman

August 10, 2017

Matthew T. Herman, PLS 8335
SHN Consulting Engineers and Geologists, Inc.
Willits, California

Date

