

BOS AGMT. NO. 170058
DOT AGMT. NO. _____

County of Mendocino
Department of Transportation

ACQUISITION OF RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered on this 10th day of Sept. 2017, by and between East Hill Properties LLC, a California limited liability company, 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-1001, on CR 301, at approximately Milepost 2.01, hereinafter referred to as "PROJECT," plans for replacing the Davis Creek Bridge over East Hill Road east 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:

1.) Acquisition of a portion of APN 104-210-15:

acquire in fee of 1.27 acres, (55,354.97 square feet), more or less, of certain lands of OWNER, of which 0.45 acres, (19,545.19 square feet), more or less is currently encumbered by the historic roadway known as East Hill Road CR 301, and which is more particularly described in Exhibit "A - Acquisition 1" and as depicted on Exhibit "B" attached hereto and fully incorporated herein.

2.) Acquisition of a portion of APN 104-220-01:

acquire in fee of 0.48 acres, (20,950.56 square feet), more or less, of certain lands of OWNER, of which 0.35 acres, (15,487.20 square feet), more or less is currently encumbered by the historic roadway known as East Hill Road CR 301, and which is more particularly described in Exhibit "A - Acquisition 2" and as depicted 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 Exhibits "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 Exhibits "A" and as depicted on Exhibit "B", free and clear of all liens and encumbrances.
3. Any monies payable under this agreement up to and including the total amount of unpaid principal and interest on notes secured by mortgages or deeds of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deeds or mortgages, shall upon demands be made payable to the mortgagees or beneficiaries entitled thereunder; said mortgagees or beneficiaries to furnish OWNER with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust.

4. 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 Deeds for the herein described lands and rights set forth in the aforementioned Exhibits "A" and as depicted on Exhibit "B".
5. COUNTY agrees to compensate OWNER in the total amount of Eighteen Thousand Dollars (\$18,000.00) for those certain lands and rights as set forth herein and described in the aforesaid Exhibits "A" and as depicted on Exhibit "B". 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.
6. It is understood and agreed by and between the parties hereto that a portion of the amount payable under Clause 5 above includes payment to compensate OWNER for 650 linear feet of field fencing and 4 oak trees. OWNER hereby releases the COUNTY from any obligation to construct said fencing. The replacement fencing along East Hill Road shall be placed 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. OWNER agrees to construct and replace said fencing as soon as PROJECT construction allows.
7. COUNTY will perform the following work under the terms of the PROJECT:
 - a. All firewood trees to be removed by the contractor as part of the construction project, listed in their bid for "clearing and grubbing" during construction, shall be decked adjacent to the project side as specified by OWNER exclusively for their use.
 - b. During construction perimeter field fencing shall be maintained at all times to a height to match the existing fencing as requested by OWNER.
 - c. rebuild and restore, at no cost to OWNER, the field entrance encroachment area to the proposed project improvements. Upon completion of construction of said entrance approach, any area with 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.
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 Exhibits "A" to be conveyed by OWNER to COUNTY and as depicted on Exhibit "B" attached hereto and fully incorporated herein.

[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:

EAST HILL PROPERTIES LLC

By: [Signature] 8-22-17
David B. Anderson, Manager DATE

By: [Signature] 8-22-17
Ann E. Anderson, Manager DATE

RECOMMENDED FOR APPROVAL BY:

[Signature] 9-22-17
HOWARD N. DASHIELL DATE
Director of Transportation
County of Mendocino

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT
County Counsel

[Signature] 8/23/17
Deputy DATE

INSURANCE REQUIREMENTS

[Signature]
Alan D. Flora
Assistant CEO/Risk Manager

COUNTY OF MENDOCINO

FISCAL REVIEW:

[Signature]
Deputy CEO/Fiscal

BY: [Signature] SEP 20 2017
JOHN MCCOWEN, Chair DATE
Board of Supervisors

EXECUTIVE REVIEW:
APPROVAL RECOMMENDED

[Signature]
CARMEL J. ANGELO
CHIEF EXECUTIVE OFFICER

ATTEST: CARMEL J. ANGELO
Clerk of Said Board

BY: [Signature] SEP 20 2017
Deputy DATE

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

I hereby certify that according to the provisions of Government Code sections 25103, delivery of this document has been made.

SPACE BELOW FOR OFFICIAL USE:

CARMEL J ANGELO
Clerk of the Board
By: [Signature]

Exhibit A

Acquisition 1

All that real property situated in the Southeast Quarter of the Southwest Quarter of Section 21, Township 18 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 Grant Deed to East Hill Properties recorded in Instrument Number 2017-00405, 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;

Beginning at a 1/2" iron pipe with plastic plug marked PLS 8335 as shown on Corner Record 004-2016 set to re-establish the 3/4" iron pipe set to mark the 1/4 Section corner common to said Section 21 and Section 28, Township 18 North, Range 13 West, Mount Diablo Baseline and Meridian, as shown on that certain Record of Survey filed in Map Case 2, Drawer 15, Page 72, M.C.R.; thence along the Section line common to said Section 21 and said Section 28 also being the southerly boundary line of said Parcel described in the Grant Deed to East Hill Properties recorded in Instrument Number 2017-00405, M.C.R. North 88°04'05" West, 496.75 feet to the westerly boundary of said Parcel also being the centerline of Davis Creek; thence along said westerly boundary line and said centerline the following courses: North 35°09'21" East, 2.80 feet; thence North 14°26'38" East, 47.42 feet; thence North 14°34'28" East, 39.82 feet; thence North 35°22'41" West, 45.23 feet; thence North 26°16'01" West, 19.06 feet; thence North 37°13'00" West, 13.04 feet; thence leaving said westerly boundary line and said centerline South 80°18'59" East, 75.00 feet to a 1/2" iron pipe marked PLS 8335; thence South 80°18'59" East, 448.42 feet to a 1/2" iron pipe marked PLS 8335 set on the easterly boundary line of said Southeast Quarter of the Southwest Quarter; thence along said easterly boundary line South 00°19'53" West, 79.81 feet more or less to the **Point of Beginning**.

Containing 55,354.97 square feet more or less.

APN 104-210-15

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

South 88°46'27" East between a 1/2" iron pipe with plastic plug marked PLS 8335 as shown on Corner Record 004-2016 set to re-establish the 3/4" iron pipe set to mark the 1/4 Section corner common to said Section 21 and Section 28, Township 18 North, Range 13 West, Mount Diablo Baseline and Meridian, as shown on that certain Record of Survey filed in Map Case 2, Drawer 15, Page 72, M.C.R. and a found 1/2" iron pipe with 2 1/4" brass cap marked S21,S22,S27,S28 T18N, R13W, CALIFORNIA DIVISION OF HIGHWAYS with a 2"x2 1/2" redwood post along side with scribing visible as shown on M.C.2,D.36,P.28,M.C.R. accepted as the 3"x4" stake called for on M.C.2,D.15,P.72,M.C.R.

Distances are ground.

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

7/12/17
Date



Exhibit A

Acquisition 2

All that real property situated in the Southwest Quarter of the Southeast Quarter of Section 21, Township 18 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 Grant Deed to East Hill Properties recorded in Instrument Number 2017-00405, 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;

Beginning at a 1/2" iron pipe with plastic plug marked PLS 8335 as shown on Corner Record 004-2016 set to re-establish the 3/4" iron pipe set to mark the 1/4 Section corner common to said Section 21 and Section 28, Township 18 North, Range 13 West, Mount Diablo Baseline and Meridian, as shown on that certain Record of Survey filed in Map Case 2, Drawer 15, Page 72, M.C.R.; thence along the westerly boundary line of said Southwest Quarter of the Southeast Quarter North 00°19'53" East, 79.81 feet to a 1/2" iron pipe marked PLS 8335; thence leaving said westerly boundary South 80°18'59" East, 252.75 feet to a 1/2" iron pipe marked PLS 8335; thence South 87°41'04" East, 138.32 feet; thence South 02°18'56" West, 40.00 feet to said common section line and the southerly boundary line of said Parcel described in the Grant Deed to East Hill Properties recorded in Instrument Number 2017-00405, M.C.R.; thence along said common section and said southerly boundary line North 88°46'27" West, 386.29 feet more or less to the **Point of Beginning**.

Containing 20,950.56 square feet more or less.

APN 104-220-01

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

South 88°46'27" East between a 1/2" iron pipe with plastic plug marked PLS 8335 as shown on Corner Record 004-2016 set to re-establish the 3/4" iron pipe set to mark the 1/4 Section corner common to said Section 21 and Section 28, Township 18 North, Range 13 West, Mount Diablo Baseline and Meridian, as shown on that certain Record of Survey filed in Map Case 2, Drawer 15, Page 72, M.C.R. and a found 1/2" iron pipe with 2 1/4" brass cap marked S21,S22,S27,S28 T18N, R13W, CALIFORNIA DIVISION OF HIGHWAYS with a 2"x2 1/2" redwood post along side with scribing visible as shown on M.C.2,D.36,P.28,M.C.R. accepted as the 3"x4" stake called for on M.C.2,D.15,P.72,M.C.R.

Distances are ground.

Matthew T. Herman

Matthew T. Herman, PLS 8335

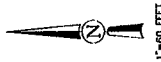
SHN Consulting Engineers and Geologists, Inc.
Willits, California

7/12/17
Date



APN	OWNER	ORIGINAL PARCEL AREA	ACQUISITION 1	ACQUISITION 2	ENCUMBERED ACQUISITION	TOTAL ACQUISITION	REMAINING PARCEL AREA
104-210-15 104-220-01	EAST HILL PROPERTIES	22.48 ACRES 38.77 ACRES	35,809.78 SQ.FT.	5,463.36 SQ. FT.	19,545.19 SQ.FT. 15,487.20 SQ.FT.	55,354.97 SQ.FT. 20,950.56 SQ.FT.	21.22 ACRES 924,309.43 SQ.FT. 38.29 ACRES 1,711,450.64 SQ.FT.

- RIGHT OF WAY TO BE ACQUIRED
- EXISTING COUNTY RIGHT OF WAY
- ENCUMBERED RIGHT OF WAY TO BE ACQUIRED 35,032.39 SQ.FT. TOTAL
- EXISTING FENCE
- EXISTING EDGE OF TRAVELED WAY



SECTION 21

AP 104-220-01
EAST HILL PROPERTIES LLC
INST. NUM. 2017-00405, M.C.R.

SW QUARTER OF
THE SE QUARTER

AP 104-210-15
EAST HILL PROPERTIES LLC
INST. NUM. 2017-00405, M.C.R.

SE QUARTER OF
THE SW QUARTER

ACQUISITION 1
TOTAL ACQUISITION
55,354.97 SQ. FT.

1/2" IRON PIPE
MARKED PLUS 8335
(TYPICAL)

500719.53"W 79.81'

S80718.59"E 448.42'

S80718.59"E 250.75'

S87241.04"E 138.32'

N88704.05"W 496.75'

N88746.27"W 386.29'

S80718.56"W 40.00'

SECTION LINE &
BOUNDARY LINE

ACQUISITION 2
TOTAL ACQUISITION
20,950.56 SQ. FT.

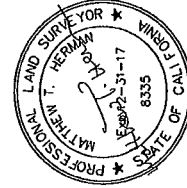
POINT OF BEGINNING
ACQUISITION 1 & ACQUISITION 2

1/4 SECTION CORNER
PER M.C.220.15, P.724 M.C.R.
AND CORNER RECORD 004-2016

SECTION 28

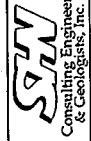
AP 104-230-21
BENEDICTA J. FOLEY/JEFFREY S. STOVALL
INST. NUM. 2008-11627, M.C.R.

BOUNDARY LINE/
CENTERLINE DAVIS CREEK



RIGHT OF WAY ACQUISITION MAP
EAST HILL PROPERTIES LLC
APN: 104-210-15 & 104-220-01

MENDOCINO COUNTY
DEPARTMENT OF TRANSPORTATION



May 2017

412018SVY 2016

DAVIS CREEK BRIDGE
EAST HILL ROAD CR #301
Federal Project BRLO-5910077

Figure 1