

BOS AGMT. NO. 18-136
DOT AGMT. NO. 180075

County of Mendocino
Department of Transportation
ACQUISITION OF RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered on this 25th day of September 2018, by and between MENDOCINO REDWOOD COMPANY, LLC, 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. F-1706.202PR, on Mountain View Road, CR 510, at approximately Milepost 14.50 hereinafter referred to as "PROJECT," plans for construction of storm damage repair will involve and require acquisition, by COUNTY, of certain lands and rights affecting the real property of OWNER as follows:

at said Milepost 14.50 acquire in fee, 0.22 acres (9,463.4 square feet) more or less of certain lands of OWNER, of which 0.17 acres (7,508.65 square feet) more or less is now used for County maintained roadway, and which is more particularly described in Exhibit "A" 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 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", 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 Five Hundred Dollars (\$500.00) for those certain lands and rights as set forth herein and described in the aforesaid Exhibit "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.

5. This transaction will be handled through an internal escrow by the County of Mendocino Department of Transportation, 340 Lake Mendocino Drive, Ukiah, CA 95482.
6. 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.
7. 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.
8. 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" to be conveyed by OWNER to COUNTY and also identified on the right of way acquisition map attached hereto.

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: Mendocino Redwood Company, LLC

By: Robert Mertz 7/18/18
Robert Mertz, C.E.O. DATE

RECOMMENDED FOR APPROVAL BY:

Howard N. Dashiell 6/3/18
HOWARD N. DASHIELL DATE
Director of Transportation
County of Mendocino

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT
County Counsel

COUNTY OF MENDOCINO

By: Dan Hamburg SEP 26 2018
DAN HAMBURG, Chair DATE
BOARD OF SUPERVISORS

By: Ann Hill 8/11/18
Deputy DATE

EXECUTIVE OFFICE FISCAL REVIEW:

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Vautzgen SEP 26 2018
Deputy DATE

APPROVAL RECOMMENDED

By: [Signature] 8/15/18
Deputy CEO DATE

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

CARMEL J. ANGELO, Clerk of said Board

By: Karla Vautzgen SEP 26 2018
Deputy DATE

INSURANCE REVIEW:

By: Carmel J. Angelo 8-23-18
Risk Management DATE

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

SPACE BELOW FOR OFFICIAL USE:

EXHIBIT "A"

All that portion of the Northeast Quarter of Section 26, Township 13 North, Range 15 West, Mount Diablo Meridian, County of Mendocino, State of California and being a portion of the Lands of Mendocino Redwood Company, LLC per I.N. 1998-12040, M.C.R., more particularly described as follows:

Parcel One, a strip of land that is the current County Road Right-of-Way known as "Mountain View Road," CR 510, more particularly described as follows:

COMMENCING at the Southeast corner of Parcel 1, as described in the certain Grant Deed recorded in Instrument Number 2010-04943, Mendocino County Records (MCR); thence from said POINT of COMMENCEMENT North 65° 54' 20" West, 682.56 feet to the south line of said County Road, said point is also the TRUE POINT OF BEGINNING of a strip of land more particularly described as follows: thence along the south line of said County Road North 77° 50' 24" West, 10.00 feet; thence North 75° 42' 00" West, 7.22 feet; thence North 71° 24' 36" West, 7.22 feet; thence North 69° 43' 12" West, 19.59 feet; thence North 66° 52' 48" West, 8.08 feet; thence North 64° 28' 48" West, 27.10 feet; thence North 63° 24' 00" West, 3.63 feet; thence North 62° 19' 48" West, 19.94 feet; thence North 61° 59' 24" West, 30.93 feet; thence North 62° 00' 36" West, 32.82 feet; thence North 60° 57' 00" West, 27.07 feet; thence leaving the south side of said County Road North 29° 05' 22" East, 40.00 feet, to the north line of said County Road; thence along the north line of said County Road South 60° 57' 00" East, 26.67 feet; thence South 62° 00' 36" East, 32.45 feet; thence South 61° 59' 24" East, 30.81 feet; thence South 62° 19' 48" East, 20.89 feet; thence South 64° 28' 48" East, 27.32 feet; thence South 66° 52' 48" East, 6.25 feet; thence South 69° 43' 12" East, 18.01 feet; thence South 71° 24' 36" East, 5.13 feet; thence South 75° 42' 00" East, 4.97 feet; thence South 77° 48' 11" East, 9.28 feet; thence leaving the north side of said County Road South 12° 09' 36" West, 40.00 feet to the TRUE POINT OF BEGINNING and containing 0.17 acres more or less.

PTN APN 026-500-51

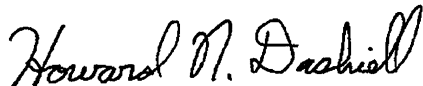
Parcel Two, a strip of land in fee, more particularly described as follows:

COMMENCING at the Southeast corner of Parcel 1, as described in the certain Grant Deed recorded in Instrument Number 2010-04943, Mendocino County Records (MCR); thence from said POINT of COMMENCEMENT North 65° 54' 20" West, 682.56 feet to the south line of said County Road, said point is also the TRUE POINT OF BEGINNING of a strip of land more particularly described as follows: thence leaving the south line of said County Road South 12° 09' 36" West, 10.00 feet; thence North 78° 43' 09" West, 10.05 feet; thence North 75° 42' 00" West, 7.97 feet; thence North 71° 24' 36" West, 7.97 feet; thence North 69° 16' 12" West, 19.56 feet; thence North 66° 52' 48" West, 8.91 feet; thence North 64° 20' 24" West, 31.11 feet; thence North 62° 19' 12" West, 20.58 feet; thence North 61° 58' 48" West, 65.21 feet; thence North 60° 54' 36" West, 25.22 feet; thence North 29° 05' 22" East, 10.00 feet, to the south line of said County Road; thence along the south line of said County Road South 60° 57' 00" East, 27.07 feet; thence South 62° 00' 36" East, 32.82 feet; thence South 61° 59' 24" East, 30.93 feet; thence South 62° 19' 48" East, 19.94 feet; thence South 63° 24' 00" East, 3.63 feet; thence South 64° 28' 48" East, 27.10 feet; thence South 66° 52' 48" East, 8.08 feet; thence South 69° 43' 12" East, 19.59 feet; thence South 71° 24' 36" East, 7.22 feet; thence South 75° 42' 00" East, 7.22 feet; thence South 77° 50' 24" East, 10.00 feet to the TRUE POINT OF BEGINNING and containing 0.05 acres more or less.

PTN APN 026-500-51

BASIS OF BEARINGS: North 75°38'22" West between found ½" iron pipe monuments No. 62 and 63 for "Site 156" on those certain plans on file in the Mendocino County Surveyor's office entitled "Plans for Storm Damage Repair of Mountain View Road, CR 510, P.M. 14.40, DPW Project No. F-9506.115, and Mountain View Road, CR510, P.M. 14.40, DPW Project No. F-9506."

This description was prepared by Mendocino County Department of Transportation.

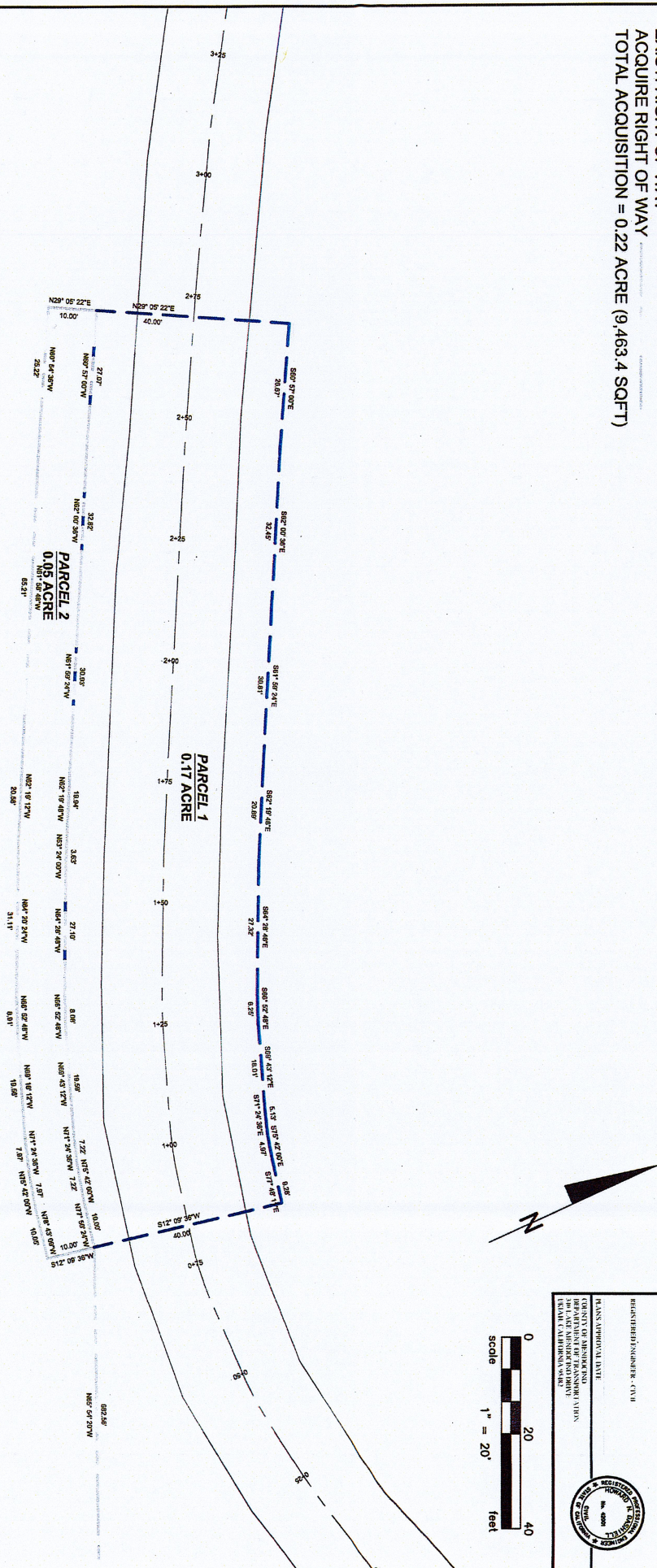


Howard N. Dashiell, PLS 7148

05/16/2018
Date

Mendocino Redwood Company LLC: Exhibit A

EXHIBIT "B"



APN	OWNER	PARCEL 1 ACQUISITION	PARCEL 2 ACQUISITION	TOTAL ACQUISITION
026-500-52	MENDOCINO REDWOOD COMPANY	0.17 ACRE (7590.65 SQ. FT.)	0.05 ACRE (1945.75 SQ. FT.)	0.22 ACRE

[illegible]

2017 SJOJRN DANCING: R:PAIR
MOUNTAIN VIEW ROUND, CIR 510, M.P. 14.50
DOT PROJECT NO. 1-1706.202PR
DOT CONTRACT NO. 170061 SHEET 1 OF