

BOS AGMT. NO.

19-225

DOT AGMT. NO.

190042

**County of Mendocino**

**Department of Transportation**

**ACQUISITION OF RIGHT OF WAY AGREEMENT**

THIS AGREEMENT made and entered on this 17<sup>th</sup> day of September 2019, by and between Erickson Brothers Properties, LLC and Richard H. Neese and Beatrice M. Neese, Trustees of the Richard H. Neese and Beatrice M. Neese Revocable Trust, under Declaration of Trust dated November 6, 1992, 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. A-1101, on CR 104, at approximately Milepost 0.97, hereinafter referred to as "PROJECT," plans for replacing the bridge over Ackerman Creek on North State Street north of the city of Ukiah, situated at the above mentioned location, 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 .056 acres, (2,442 square feet), more or less, of certain lands of OWNERS, and which is more particularly described as Parcel One in Exhibit "A" and as depicted on Exhibit "B" attached hereto and fully incorporated herein.
- b) acquire in fee of 0.009 acres, (398 square feet), more or less, of certain lands of OWNERS, and which is more particularly described as Parcel Two in Exhibit "A" and as depicted on Exhibit "B" attached hereto and fully incorporated herein.
- c) temporarily acquire construction easements of 0.504 acres, (21,972 square feet), more or less, over certain lands of OWNERS, as identified and depicted as Parcel 3 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 owners 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. 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 Fifty Two Thousand and Eight Hundred Dollars (\$52,800.00) for those certain lands and rights as set forth herein and described in the aforesaid Exhibit "A" and as depicted on Exhibit "B" and 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 OWNERS.
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. 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, and shall be reappraised upon written notification from COUNTY to OWNERS, and payment of current market value will be 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 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 and conform at no cost to OWNERS, 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 OWNERS 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.
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 the losses and expenses occasioned by reason of any lease of said property held by any tenant of OWNERS for a period of 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, this Agreement has been executed.

**OWNERS:**

ERICKSON BROTHERS PROPERTIES, LLC

BY: [Signature] 8/6/19  
Robert R. Neese, Manager DATE

RICHARD H. NEESE BY [Signature] 8-6-19  
RICHARD H. NEESE, TRUSTEE DATE  
by Robert R. Neese, POA for Richard H. Neese, tr  
BEATRICE M. NEESE BY [Signature]  
BEATRICE M. NEESE, TRUSTEE DATE 8-6-19  
by Robert R. Neese, POA for  
Beatrice M. Neese, tr.

**RECOMMENDED FOR APPROVAL BY:**

[Signature] 8/6/19  
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: [Signature] SEP 20 2019  
CARRE BROWN, Chair DATE  
BOARD OF SUPERVISORS

By: [Signature] 8/19/19  
Deputy DATE

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

By: [Signature] 8/20/19  
Deputy CEO DATE

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy SEP 20 2019 DATE

**INSURANCE REVIEW:**

By: [Signature] 8/21/19  
Risk Management 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: [Signature]  
Deputy SEP 20 2019 DATE

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

**SPACE BELOW FOR OFFICIAL USE:**

**EXHIBIT "A"**

PORTIONS OF THE PARCEL DESCRIBED IN THE DOCUMENT RECORDED ON JULY 14, 2005 AS DOCUMENT NO. 2005-15146, OFFICIAL RECORDS OF MENDOCINO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL ONE**

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL, SAID NORTHWEST CORNER BEING S78°41'30"E, 30.00 FEET FROM ENGINEER'S STATION 132+52.41 AS SHOWN ON THE RECORD OF SURVEY RECORDED IN DRAWER 80, OF MAPS, PAGES 86 TO 93, OFFICIAL RECORDS OF MENDOCINO COUNTY; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF NORTH STATE STREET (C.R. 104) AS SHOWN ON SAID RECORD OF SURVEY S11°18'30"W, 220.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE S79°13'31"E, 9.86 FEET; THENCE N10°24'26"E, 147.48 FEET; THENCE S79°35'34"E, 9.00 FEET; THENCE N10°24'26"E, 72.47 FEET; THENCE N79°16'46"W, 15.40 FEET, MORE OR LESS, PLOT TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 2,442 SQUARE FEET, MORE OR LESS.  
PTN. APN. 170-150-02

**PARCEL TWO**

BEGINNING AT THE ABOVE DESCRIBED POINT "A", THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTH STATE STREET THE FOLLOWING FOUR COURSES:  
S11°18'30"W, 2.52 FEET; S79°35'13"E, 4.26 FEET; S10°24' 47"W, 51.71 FEET;  
SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 42.50 FEET, A CENTRAL ANGLE OF 29°53'41"; AND A LENGTH OF 22.17 FEET;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE N10° 24' 26"E, 75.35 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF ABOVE DESCRIBED PARCEL ONE; THENCE N79° 13' 31"W, 9.86 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 398 SQUARE FEET, MORE OR LESS.  
PTN. APN. 170-150-17

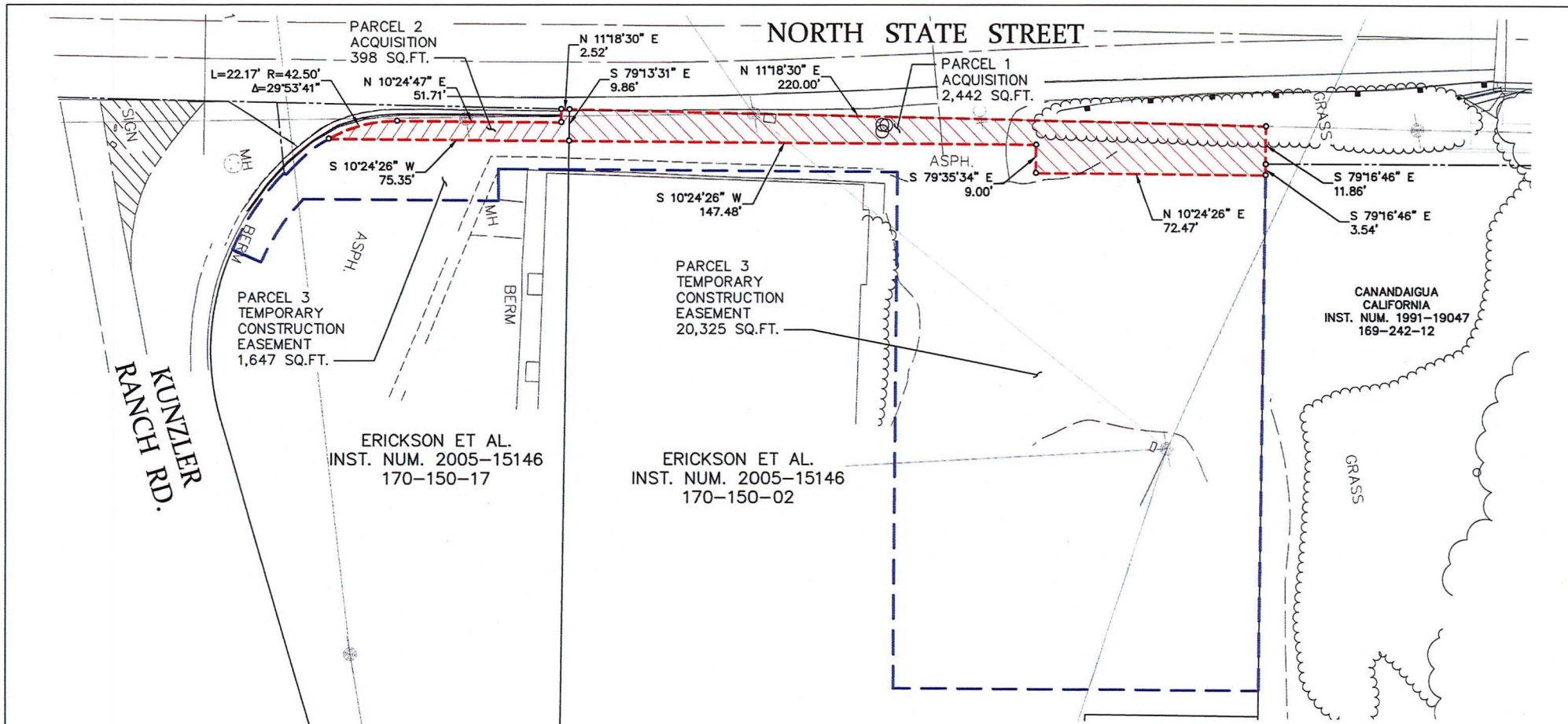
BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2, EPOCH DATE OF 1991.35.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

 4/6/17  
JAMES A. THORNTON DATE  
PLS L8926







APN	OWNER	ORIGINAL PARCEL AREA		PARCEL 1 & 2 ACQUISITION		PARCEL 3 TCE		REMAINING PARCEL AREA	
		SQ. FT.	ACRE	SQ. FT.	ACRE	SQ. FT.	ACRE	SQ. FT.	ACRE
170-150-02	ERICKSON BROS. PROPERTIES LLC			2,442	0.056				
170-150-17	ERICKSON BROS. PROPERTIES LLC	40,510	0.93	398	0.009	1,647	0.038	40,112	0.921
	COMBINED AREAS			2,840	0.065	21,972	0.504		



**QUINCY**  
ENGINEERING

**EXHIBIT "B"**  
**NORTH STATE STREET BRIDGE AT ACKERMAN CREEK**  
**RIGHT OF WAY EXHIBIT**  
**ERICKSON BROS. PROPERTIES LLC**  
**APN: 170-150-02 & 170-150-17**

DATE: 05/15/2018

**LEGEND:**

- EXISTING RIGHT-OF-WAY LINES
- PROPERTY LINES
- - - RIGHT OF WAY TO BE ACQUIRED
- - - TEMPORARY CONSTRUCTION EASEMENT (TCE)
- o DIMENSION POINT

