

RIGHT OF WAY CONTRACT**STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

CONFIDENTIAL

This document contains personal information, and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

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APN: 001-191-002

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
01	HUM	101	78.74	0H200 / 0117000128	Shopp	NA	County of Humboldt	13127-01

April 26, 2022

Eureka, California

County of Humboldt, Grantor(s)

RIGHT OF WAY CONTRACT - STATE HIGHWAY

This Document No. 01-13127-1 in the form of a Temporary Construction Easement to the State of California, covering the property as delineated on the attached map identified as Exhibit "A", particularly described in Clause 11 below has been executed and delivered to APRIL REYNOLDS, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described as Document Numbers 13127-1 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

(D) The parties to this agreement shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT- Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

(E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this agreement.

2. The State shall pay the undersigned Grantor the sum of **\$2,850.00 (\$1,850.00 in Nominal Valuation plus a \$1,000.00 Incentive Payment as described in Clause 3 below)** for the property rights conveyed in this transaction.
 3. In addition to Fair Market Value Just Compensation, it is agreed by and between the parties hereto that the amount in **Clause 2 above includes a payment of \$1,000.00 as an incentive** to the Grantor for the timely signing of this Right of Way Contract. This Incentive Payment offer will expire sixty (60) days from the date this certified mail is received.
 4. The State shall pay all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction, and if title insurance is desired by the state, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer taxes (as State is exempt from such taxes). This transaction shall be handled through an internal escrow by the State of California, Department of Transportation, District 01, PO Box 3700, Eureka, California, 95502.
 5. The undersigned Grantor warrants that Grantor is the owner in fee simple of the property affected by the Temporary Construction Easement, that Grantor, has the exclusive right to grant this right.
 6. It is understood and agreed by and between the parties, hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and assignees.
 7. State shall take title subject to all matters recorded and/or unrecorded.
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8. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenant and agree to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantors' obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.
9. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor agree to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledge that a waiver will be required from any lessee that has a lease term exceeding one month. Said waiver is to be provided prior to the close of escrow.
10. It is understood and agreed that the amount payable in Clause 2 above includes compensation in full for the actual possession and use of the Temporary Construction Easement, identified as Parcel No 13127-1 for the period commencing on 05/15/2022 and terminating on 12/01/2024. If said parcel is no longer necessary for construction purposes, this TCE may be terminated prior to the above date by the Grantee upon written notice to the Grantor.

These TCE's identified as Parcel No 13127-01 is needed to reconstruct one driveway. Said easement shall be in effect no greater than 31 months.

Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary within the TCE area shown on the map marked Exhibit "A" attached hereto and made a part hereof.

11. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.
 12. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.
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In Witness Whereof, the Parties have executed this agreement the day and year first above written.

County of Humboldt

Ungaru Ben

4/26/2022
DATE

Virginia Bass - Board chair

Name and Title

RECOMMENDED FOR APPROVAL:

ACCEPTED:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

BY _____
APRIL REYNOLDS DATE
Right of Way Agent
Eureka

BY _____
JEREMIAH JOYNER DATE
Senior Right of Way Agent
Project Delivery Branch
Eureka

No Obligation Other Than Those Set Forth Herein Will Be Recognized

