

ACQUISITION AND EXCHANGE AGREEMENT

**ELK CREEK ROAD SLOPE STABILIZATION
ELK CREEK ROAD P.M. 1.10 AND P.M. 2.00 (C6D060),
PROJECT NO. ER-32L0(237)
COUNTY CONTRACT NO. 217236**

**ACQUISITION AND EXCHANGE AGREEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

This acquisition and exchange agreement, hereinafter referred to as AGREEMENT, dated this _____ day of _____, 2021, between Charles Boldt, hereinafter referred to as OWNER, and the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY;

WITNESSETH:

WHEREAS, OWNER represents and warrants that he is the owner in fee of a parcel of land in Section 15 in Township 2 South, Range 3 East, Humboldt Meridian and is identified as Assessor's Parcel Number (APN) 211-301-003 and APN 211-331-039, and as such have the exclusive right to enter into the AGREEMENT; and

WHEREAS, COUNTY represents and warrants that it is the owner in fee of a parcel of land in Section 15 in Township 2 South, Range 3 East, Humboldt Meridian and is identified as Assessor's Parcel Number (APN) 211-301-012, and as such have the exclusive right to enter into the AGREEMENT; and

WHEREAS, COUNTY has construction plans for a slope stabilization project on Elk Creek Road (C6D060) at P.M. 1.10 and P.M. 2.00. Construction plans are on file with COUNTY's Department of Public Works, County Contract Number 217236; and

WHEREAS, additional right of way is required on APN 211-301-003 and APN 211-331-039 for the slope stabilization project; and

WHEREAS, additional land area is required to facilitate staging of construction materials used in the construction of the new culvert; and

WHEREAS, OWNER has expressed a desire to exchange the required new right of way for a comparably sized excess portion of APN 211-301-012 in lieu of monetary just compensation for the new right of way; and

WHEREAS, OWNER has expressed a desire to acquire an additional contiguous excess portion of APN 211-301-012 from COUNTY at fair market value; and

WHEREAS, COUNTY is requesting OWNER to sign and deliver to COUNTY an Easement Deed for permanent right of way for public road purposes related to said project; and

ACQUISITION AND EXCHANGE AGREEMENT

WHEREAS, COUNTY will sign and deliver to OWNER a Quitclaim Deed for excess land roughly equivalent to right of way and for the additional contiguous excess land; and

WHEREAS, COUNTY is requesting OWNER to sign this AGREEMENT granting temporary use of a portion of OWNER'S property identified as a Temporary Construction Easement for a period of forty (40) months; and

NOW, THEREFORE, it is mutually agreed as follows:

1. OWNER, as requested, shall execute and deliver to COUNTY an Easement Deed for permanent right of way for public road purposes on that certain portion of OWNER'S real property described in Exhibit A Legal Description and shown on Exhibit B Plat of said Easement Deed. Area of permanent right of way acquisition is also shown as dark grey on the Right of Way Exhibit attached hereto and made a part hereof. Delivery of said Easement Deed was made expressly subject to the terms and conditions set forth herein.
2. COUNTY, as requested, shall execute and deliver to OWNER a Quitclaim Deed for excess land on a certain portion of COUNTY'S real property described in Exhibit A Legal Description and shown on Exhibit B Plat of said Quitclaim Deed. Delivery of said Quitclaim Deed was made expressly subject to the terms and conditions set forth herein.
3. OWNER, as requested, shall execute and deliver to COUNTY this AGREEMENT granting temporary easement for construction purposes on that certain portion of OWNER'S real property shown as light grey on the Right of Way Exhibit attached hereto and made a part hereof.
4. No monetary consideration is to be paid by COUNTY for the new right of way to OWNER. The required new right of way will be exchanged from OWNER to COUNTY for a comparably sized excess portion of APN 211-301-012 in lieu of monetary just compensation. The parcels are considered to be roughly equivalent in value due to their close proximity to one another as well as similar zoning, site utility, and other factors.
5. OWNER shall pay to the order of COUNTY the sum of Six Thousand Five Hundred Dollars (\$6,500.00) as just compensation for the property rights conveyed in this transaction.

OWNER understands that COUNTY'S valuation of the new right of way and excess land is based upon a waiver valuation. OWNER understands that COUNTY'S valuation of the five (5) redwood trees and one (1) Douglas fir tree on Elk Creek Road at P.M. 1.10 and P.M. 2.00 in Humboldt County is based upon a timber valuation. The timber valuation price is based on \$900 per 1,000 board feet of volume of standing timber for good quality redwood logs and \$300 per 1,000 board feet of volume of standing timber for good quality Douglas fir logs. Volume tables using form classes 65 and 75 were used in determining the board feet per tree. Form class is based on the amount of taper that occurs from the diameter at breast height (DBH), which is typically measured on the uphill side of the tree at 4 ½ feet from the ground, to the merchantable (usable) height of the tree. The valuation is segregated as follows:

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PERMANENT EASEMENT

Permanent Easement	4,435 sq. ft. (0.10 ac.)
Total Land Value P.M. 1.10 (3,689 sq. ft. x \$0.13 less \$1.00)	\$478.57
Total Land Value P.M. 2.00 (746 sq. ft. x \$0.27 less \$1.00)	\$200.42
Total Value of Permanent Easements	\$678.99

TEMPORARY CONSTRUCTION EASEMENT

Temporary Construction Easement	12,921 sq. ft. (0.30 ac.)
Total Land Value P.M. 1.10 (\$1,240.46 x 0.833% x 40 mths.)	\$413.49
Total Land Value P.M. 2.00 (\$912.33 x 0.833% x 40 mths.)	\$304.11
Total Value of Temporary Construction Easements	\$717.60

STUMPAGE VALUE

Volume of Redwood Trees	3,104
Volume of Douglas Fir Tree	412
Total Stumpage Value for Redwood [(3,104/1,000) *\$900]	\$2,793.60
Total Stumpage Value for Douglas Fir [(412/1,000) *\$300]	\$123.60
Total Stumpage Value	\$2917.20

TOTAL COMPENSATION – RIGHT OF WAY

Permanent Easement	\$678.99
Temporary Easement	\$717.60
Stumpage Value	\$2,917.20
TOTAL COMPENSATION (rounded to nearest \$100)	\$4,300.00

TOTAL COMPENSATION – EXCESS LAND

Excess Land	44,910 sq. ft. (1.03 ac.)
Total Land Value (44,910 sq. ft. x \$0.24 less \$1.00)	\$10,777.40
TOTAL COMPENSATION (rounded up to nearest \$100)	\$10,800.00

TOTAL COMPENSATION

Total Compensation for Right of Way	\$4,300.00
Total Compensation for Exchange	\$10,800.00
TOTAL COMPENSATION DUE BY OWNER TO COUNTY	\$6,500.00

6. The amount of land acquired for the right of way in the form of permanent easement is approximately 4,435 sq. ft. The area of land acquired in the form of temporary construction easement is approximately 12,921 sq. ft. The COUNTY may encumber the temporary construction easement area for forty (40) months. In the event COUNTY must encumber the temporary construction easement area beyond 40 months, this AGREEMENT may be amended for up to two (2) years with payment of just compensation for the encumbrance paid to the OWNER.

7. COUNTY agrees to pay all recording fees and all related title costs in conjunction with this transaction.

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8. COUNTY shall return area of land acquired in the form of a temporary construction easement to OWNER in the same, or as near the same, condition following the construction project.

9. If necessary, COUNTY and COUNTY'S officers, agents, employees, contractors, and volunteers require contact or communication with OWNER, during the construction phase of said project, OWNER requests contact to be made as provided below:

Charles Boldt, Phone Number (707) 498-1886

10. COUNTY shall defend, indemnify, and hold harmless OWNER from all loss, damage, expense, and liability resulting from injury to or death of any person or damage to or destruction of any property actually resulting from any grossly negligent act, error, or omission by COUNTY, its employees, agents, and contractors in the performance of this AGREEMENT.

11. This AGREEMENT shall commence upon execution of this AGREEMENT by COUNTY.

IN WITNESS WHEREOF, this AGREEMENT has been executed in duplicate.

OWNER:



CHARLES BOLDT, OWNER

COUNTY:

VIRGINIA BASS, CHAIR,
HUMBOLDT COUNTY,
BOARD OF SUPERVISORS

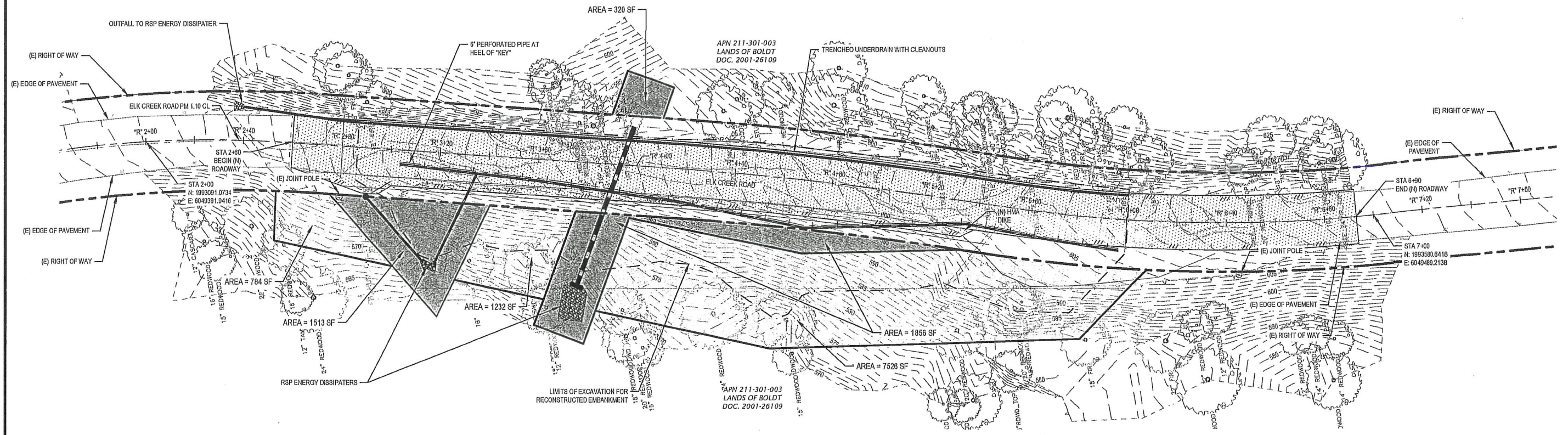
Date: _____



GHD Inc.
718 Third Street
Eureka California 95501 USA
T 1 707 443 8328 F 1 707 444 8330 W www.ghd.com



ROAD NAME: ELK CREEK ROAD	DESIGN SECTION: ENGINEERING	COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS	SHEET 2 OF 5
ROAD NO: C00060	PROJECT NO: ER-32L0(237)		
CONTRACT NO: 217230	DESIGNED BY: C. PENNY	PM 1.10 ROW	
11190323_PM 0.95 - 2.42 ROW.dwg	DRAWN BY: C. PENNY		
PLOT DATE: 5/17/2020	REVIEWED BY: J. SVEHLA		
	APPROVED BY:		



ELK CREEK ROAD PM 1.10 PLAN VIEW
SCALE 1" = 20'

LEGEND

	EXISTING RIGHT OF WAY
	PROPOSED TCE
	PROPOSED RIGHT OF WAY



GHD Inc.
718 Third Street
Eureka, California 95501 USA
T 1 707 443 8328 F 1 707 444 8330 W www.ghd.com

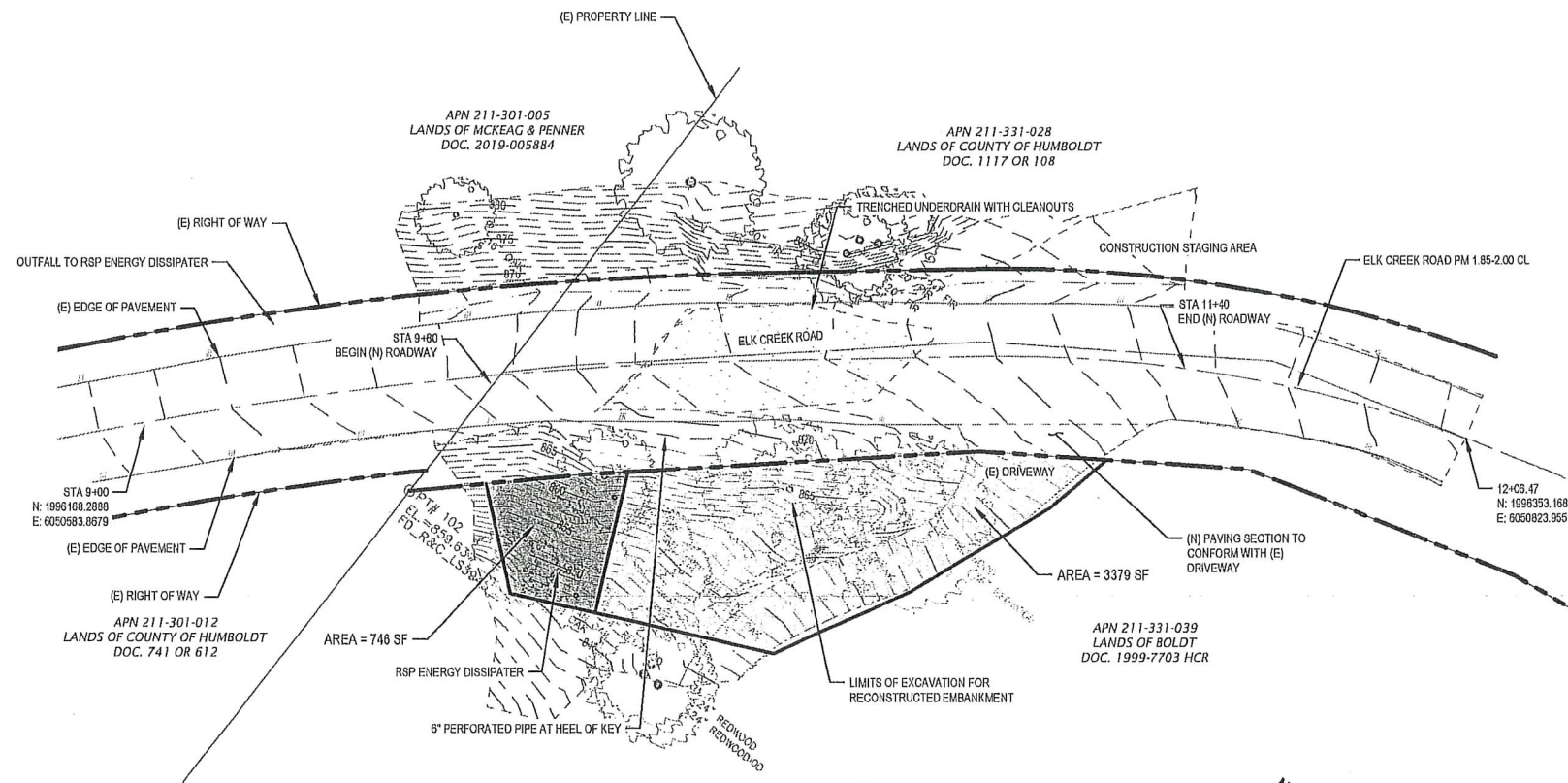


BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

ROAD NAME: ELK CREEK ROAD	DESIGN SECTION: ENGINEERING
ROAD NO: C80060	MILE POST: 0.95 - 2.42
PROJECT NO.: ER-3210(237)	DESIGNED BY: C. PENNY
CONTRACT NO.: 217236	DRAWN BY: C. PENNY
11190323_PM 0.95 - 2.42 ROW.dwg	REVIEWED BY: J. SVEHLA
PLOT DATE: 5/17/2020	APPROVED BY:

COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS
STORM DAMAGE REPAIR ELK CREEK ROAD PM 0.95-2.42
PM 2.00 ROW

SHEET 4 OF 5



ELK CREEK ROAD PM 2.00 PLAN VIEW
SCALE 1" = 20'



LEGEND

- EXISTING RIGHT OF WAY
- PROPOSED TCE
- PROPOSED RIGHT OF WAY