

**ALDERPOINT ROAD SLOPE STABILIZATION
ALDERPOINT ROAD (F6B165) P.M. 7.58
PROJECT NO. ER-32L0(291)
COUNTY CONTRACT NO. 217258**

PURCHASE AGREEMENT FOR PERMANENT DRAINAGE AND SLOPE EASEMENT

This purchase agreement for permanent drainage easement and temporary construction easement, hereinafter referred to as AGREEMENT, dated this ____ day of _____, 2021, between Thomas P. Crandall and Wendy L. Crandall, hereinafter referred to as OWNERS, and the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY;

WITNESSETH:

WHEREAS, OWNERS represent and warrant that they are the OWNERS in fee of a parcel of land in Section 23 in Township 4 South, Range 4 East, Humboldt Meridian and is identified as Assessor's Parcel No (APN) 223-012-015, and as such have the exclusive right to enter into the AGREEMENT; and

WHEREAS, COUNTY has construction plans for a slope stabilization project on Alderpoint Road (F6B165) at P.M. 7.58. Construction plans are on file with COUNTY's Department of Public Works, County Contract Number 217258; and

WHEREAS, a permanent drainage and slope easement is required on APN 223-012-015 for the slope stabilization project; and

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

WHEREAS, OWNERS have expressed a desire to exchange the permanent drainage and slope easement required for this project with an adjacent, unused, and unneeded permanent drainage and slope easement in lieu of monetary just compensation for the new permanent drainage and slope easement; and

WHEREAS, COUNTY is requesting OWNERS to sign and deliver to COUNTY a Drainage and Slope Easement Deed (SEE RIGHT OF WAY EXHIBIT) for public road purposes related to said project; and

WHEREAS, COUNTY will sign and deliver to OWNERS a Quitclaim Deed for the adjacent, unused, and unneeded Drainage and Slope Easement Deed (SEE RIGHT OF WAY EXHIBIT); and

NOW, THEREFORE, it is mutually agreed as follows:

1. OWNERS, as requested, shall execute and deliver to COUNTY Drainage and Slope Easement Deed for public road purposes on that certain portion of OWNERS' real property described in Exhibit A Legal Description and shown on Exhibit B Plat of said Drainage and Slope Easement Deed. The area of permanent easement acquisition is also shown as blue on the Right of Way Exhibit attached hereto and made a part hereof. Delivery of said Drainage and Slope Easement Deed was made expressly subject to the terms and conditions set forth herein.

2. COUNTY shall execute and deliver to OWNERS a Quitclaim Deed on that certain portion of OWNERS' 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.

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APN 223-012-015

3. COUNTY and OWNERS will equally exchange the Drainage and Slope Easement identified in Item 1. above for the quitclaimed Drainage and Slope Easement identified in Item 2. above. The two easements are comparable in size and value. No payment shall be made by COUNTY to OWNERS. A payment in the sum of Eight Hundred Dollars (\$800.00) was paid on May 12, 2021, as just compensation for the property rights conveyed on April 19, 2021.

OWNERS understand that COUNTY'S valuation of the permanent drainage and slope easement required from their property located on Alderpoint Road P.M. 7.58 in Humboldt County is based upon a waiver valuation. The valuation is segregated as follows:

PERMANENT DRAINAGE AND SLOPE EASEMENT	
Permanent Easement	3,373 sq. ft. (0.08 ac.)
Land Value P.M. 7.58	\$0.10 per sq. ft.
Total Land Value P.M. 7.58 (3,373 sq. ft. x \$0.10 less \$1.00)	\$336.30
Total Value of Permanent Easement (minimum payment)	\$800.00

4. The amount of land acquired for the permanent drainage and slope easement is approximately 3,373 sq. ft.

5. Any newly constructed fencing removed by COUNTY at P.M. 7.58 for construction purposes and access during construction will be compensated and amount agreed upon **prior** to construction, per the Purchase Agreement and Temporary Construction Easement Agreement dated April 12, 2021, at \$5.75 per linear foot. COUNTY'S construction manager will contact landowner prior to construction to agree upon length and price. The fencing is non-taxable real estate.

6. If area is actively grazed by livestock during the construction project, COUNTY agrees to construct, maintain, and operate appropriate fences and gates, at COUNTY'S expense, in order to keep all livestock out of COUNTY'S work area and off any public roadways.

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

8. COUNTY shall replace in-kind any fences or gates at P.M. 7.58 removed during the construction period. COUNTY shall request OWNERS input on replaced in-kind fencing or gates. Compensation for newly constructed fencing, if existing at the time of construction, is discussed above in Item 5.

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

Dylan Carr, Phone Number (707) 496-0849 (primary number)
Tom Crandall, Phone Number (805) 965-6159 (alternate number)

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

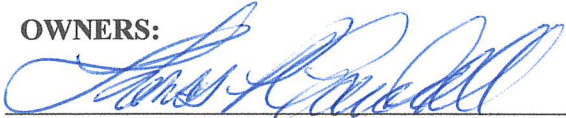
11. This AGREEMENT shall commence upon execution of this AGREEMENT by COUNTY.

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12. This AGREEMENT for Alderpoint Road P.M. 7.58 supersedes the Purchase Agreement for Drainage and Slope Easement and Temporary Construction Easement dated April 12, 2021, between OWNERS and COUNTY. Specifically, relinquishment of a Temporary Construction Easement at Alderpoint Road P.M. 7.58 that is no longer required for use by the County as a result of this new agreement.

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

OWNERS:



THOMAS P. CRANDALL, OWNER

COUNTY:

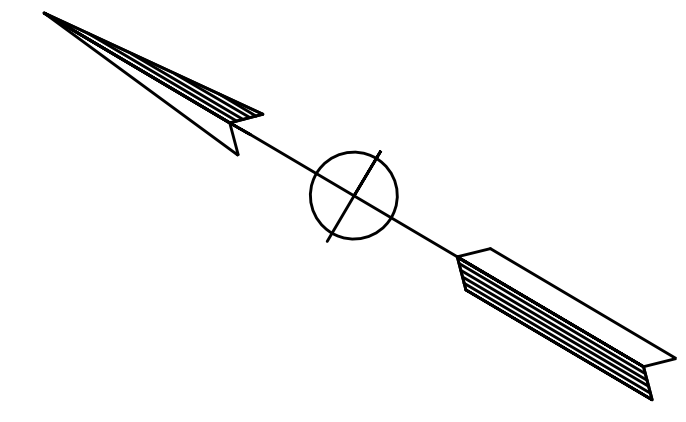
VIRGINIA BASS, CHAIR
COUNTY OF HUMBOLDT
BOARD OF SUPERVISORS

DATE: _____



WENDY L. CRANDALL, OWNER

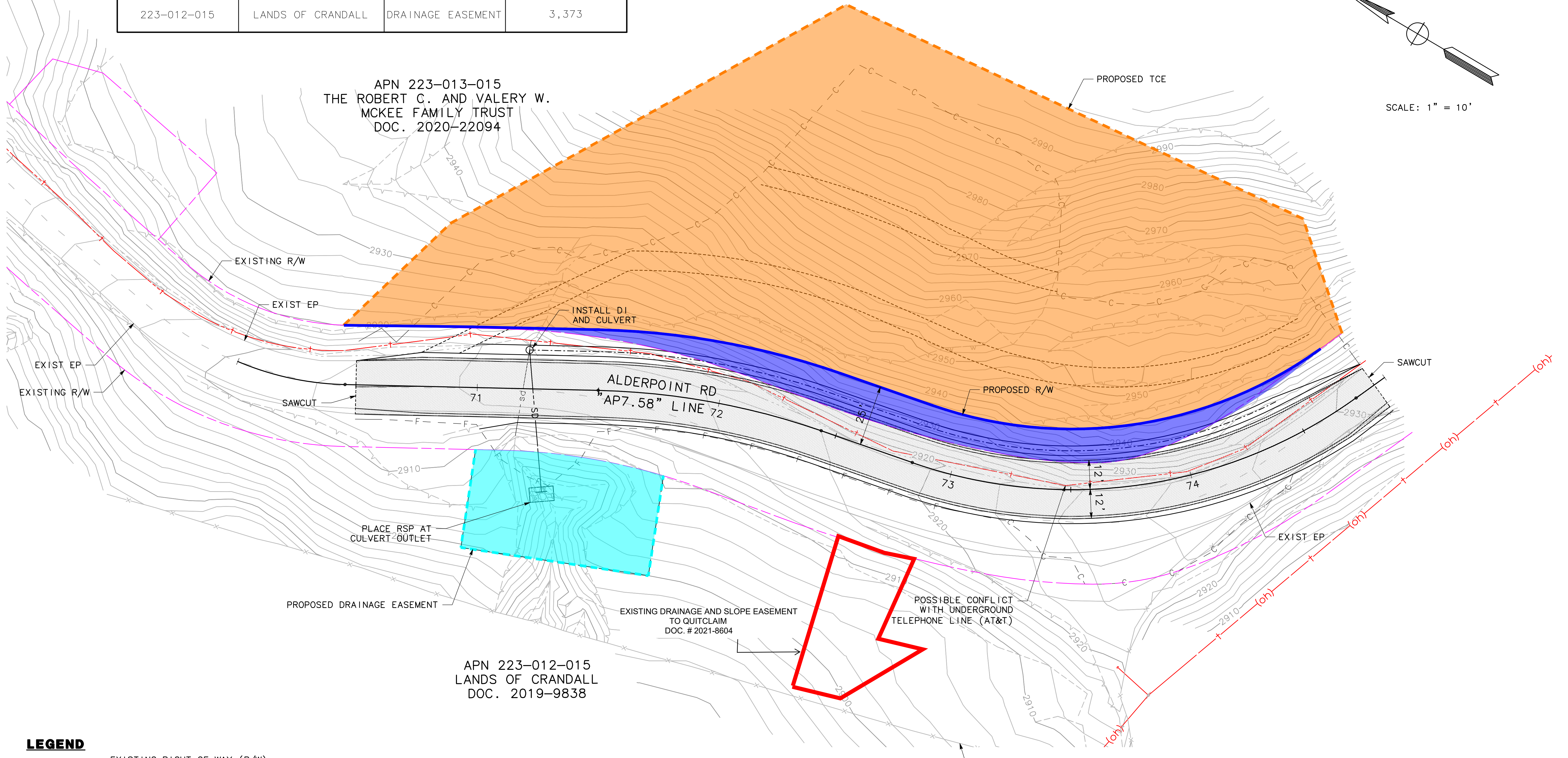
APN	PROPERTY OWNER	ROW TYPE	AREA (SQ FT)
223-013-015	THE ROBERT C. AND VALERY W. MCKEE FAMILY TRUST	PERMANENT ACQUISITION	3,248
		TCE FOR CONSTRUCTION	39,567
223-012-015	LANDS OF CRANDALL	DRAINAGE EASEMENT	3,373



SCALE: 1" = 10'

APN 223-013-015
THE ROBERT C. AND VALERY W. MCKEE FAMILY TRUST
DOC. 2020-22094

APN 223-012-015
LANDS OF CRANDALL
DOC. 2019-9838



LEGEND

	EXISTING RIGHT OF WAY (R/W)		EXISTING OVERHEAD TELEPHONE LINE
	TEMPORARY CONSTRUCTION EASEMENT		EXISTING UNDERGROUND TELEPHONE LINE
	PROPOSED RIGHT OF WAY		EXISTING STORM DRAIN
	PROPOSED DRAINAGE EASEMENT		UNDERDRAIN
	NEW PAVEMENT		

NOVEMBER 2021

**ALDERPOINT RD STORM DAMAGE (PM 7.58)
R/W EXHIBIT**

