ATTACHMENT 2

Acquisition and Exchange Agreement

REDWOOD DRIVE EMERGENCY REPAIR REDWOOD DRIVE (6B105) PROJECT NO. EO-ER-28L4(016) COUNTY CONTRACT NO. 215215

ACQUISITION AND EXCHANGE AGREEMENT

WITNESSETH:

WHEREAS, OWNER represents and warrants that it is the owner in fee of a parcel of land in Section 13 in Township 2 South, Range 3 East, Humboldt Meridian and is identified as Assessor's Parcel No 223-311-031, and as such has 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 excess right of way in Section 24 in Township 2 South, Range 3 East, Humboldt Meridian and as such has the exclusive right to enter into the AGREEMENT. Because this is a portion of right of way, it is not defined by an Assessor Parcel Number; and

WHEREAS, COUNTY constructed emergency slide repairs on Redwood Drive (6B105), at the Post Mile 1.25. Construction plans are on file with COUNTY's Department of Public Works, County Contract Number 215215; and

WHEREAS, additional permanent right of way is required to install anchor bolts and cables to secure the wire mesh drape installed to prevent further slide debris from reaching the roadway; and

WHEREAS, a fourteen-foot-wide (14') access for maintenance of the easement site is to be permitted at all times; and

WHEREAS, OWNER has expressed a desire to exchange the required new right of way for a comparably sized excess portion of right of way along Redwood Drive in lieu of monetary just compensation for the new right of way; 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 WHEREAS, COUNTY will sign and deliver to OWNER a Quitclaim Deed for excess right of way roughly equivalent to new permanent right of way.

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 (Attachment A). Delivery of said Easement Deed is 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 right of way (Attachment B). Delivery of said Quitclaim Deed is made expressly subject to the terms and conditions set forth herein.
- 3. No monetary consideration is to be paid by either COUNTY or OWNER. The parcels are considered to be roughly equivalent value due to their similar size, close proximity to one another as well as similar access, zoning, site utility and other factors.

OWNER understands that COUNTY'S valuation of the new right of way and of the excess right of way is based upon comparable sales data used to represent the rough equivalency of the two parcels. The valuation is segregated as follows:

			Perman	ent Easement
\$10,000 per acre	×	2.452 acres	= \$24,520.00	(100% of fair market value less one dollar for fee simple interest paid for permanent easements)
Subtota	l Co	mpensation:	\$24,550.00	(Rounded up to the nearest fifty dollar increment)
			Excess Rig	iht of Way Parcel

Excess Right of Way Parcel				
\$10,000 per acre	×	2.457	=24,570.00	(100% of fair market value is paid for fee simple interest)
Subtotal Compensation:		\$24,600.00	(Rounded up to the nearest fifty dollar increment)	

- 4. The area of land acquired for the right of way in the form of permanent easement is approximately 2.452 acres plus a 14-foot wide, non-exclusive access easement. The area of excess right of way to be exchanged for the new right of way is 2.457 net acres, with access and drainage easements reserved to COUNTY.
- 5. COUNTY agrees to pay all recording fees and all related title costs in conjunction with this transaction.
- 6. 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.

- 7. OWNER shall defend, indemnify and hold harmless COUNTY 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 OWNER, its employees, agents, and contractors in the performance of this AGREEMENT.
- 8. This AGREEMENT shall commence upon execution of this AGREEMENT by COUNTY.

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

OWNER:

JAMES O. JOHNSON

A. MARIE JOHNSON

Menneth Wallan AS TRUSTEE

MEREDITH WALLAN, AS TRUSTEE

COUNTY:

VIRGINIA BASS, CHAIR BOARD OF SUPERVISORS COUNTY OF HUMBOLDT

ATTACHMENT A

Easement Deed

AFTER RECORDING RETURN TO:

DEPARTMENT OF PUBLIC WORKS LAND USE DIVISION 3033 H STREET, ROOM 17 EUREKA CA 95501-4409

This instrument is for the benefit of the County of Humboldt and is entitled to be recorded without fee. (Govt. Code 27383)

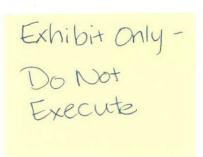
RE:

EMERGENCY REPAIR

REDWOOD DRIVE P.M. 1.25 (6b105)

PROJECT NO. RPL-5904(017) COUNTY CONTRACT NO. 215215

APN: 223-311-041



EASEMENT DEED

For valuable consideration, Kenneth Wallan and Meredith Wallan, Trustees of the WALLAN FAMILY LIVING TRUST u/t/d MARCH 12, 1992, as to an undivided ½ interest and JAMES O. JOHNSON AND A. MARIE JOHNSON, husband and wife, joint tenants, as to an undivided ½ interest, hereby grant and convey to the COUNTY OF HUMBOLDT, a political subdivision of the State of California, an easement for roadway purposes and all incidents thereto, situated in an unincorporated area of the County of Humboldt, State of California, described in Exhibit "A" (Legal Description) and shown on Exhibit "B" (Plat) attached hereto and made a part hereof.

Dated this day of	, 2017.	
OWNER:		
KENNETH WALLAN, AS TRUSTEE	JAMES O. JOHNSON	
MEREDITH WALLAN, AS TRUSTEE	A. MARIE JOHNSON	

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF
Onday of, 2017 before me, a Notary Public of the State of California, personally appeared
who proved to me on the basis of satisfactory evidence to be the persons whose names is/are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument of the persons, or the entity upon behalf of which the persons acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seaL
Notary Public Signature

EXHIBIT "A" LEGAL DESCRIPTION REDWOOD DRIVE EXCHANGE PARCEL (TO COUNTY)

PARCEL ONE

That real property situate in the County of Humboldt, State of California, within Section 13, Township 4 South, Range 3 East, Humboldt Meridian, described as follows:

A non-exclusive easement, 56 feet in width, for maintenance of road slopes along "Redwood Drive", County Road No. 6B105, the southwesterly line of which described as follows:

BEGINNING at a point on the northeasterly boundary of the existing right of way of Redwood Drive, being the former right of way of State Highway 1-HUM-1-B, as said right of way was conveyed by document recorded as Book 196 of Deeds, Page 40, Humboldt County Records, which is intersected by the easterly boundary of "Evergreen Road", County Road No. 6B156, being a 70-foot wide easement designated as Parcel "A" on Tract No. 424, filed in Book 21 of Maps, Pages 27-30, Humboldt County Records; from this point of intersection, a concrete 6" x 6" highway monument marking station "44+39.69 B.C. 125' Left" bears South 39 degrees, 27 minutes, 45 seconds East, 2227.65 feet, and also from which point of intersection, a concrete 6" x 6" highway monument marking station "61+41.17 B.C. 150' Right" bears South 79 degrees, 34 minutes, 16 seconds East, 917.30 feet.

Thence along the northeasterly boundary of said existing right of way of Redwood Drive, the following courses:

From a tangent which bears North 85 degrees, 51 minutes, 40 seconds East, along a curve to the right, with a radius of 1400 feet, through a central angle of 11 degrees, 27 minutes, 20 seconds, an arc length of 279.91 feet;

South 82 degrees, 41 minutes, 00 seconds East, 329.74 feet;

Along a tangent curve to the right, with a radius of 650 feet, through a central angle of 28 degrees, 18 minutes, 00 seconds, an arc length of 321.05 feet;

South 54 degrees, 23 minutes, 00 seconds East, 400.53 feet;

Along a tangent curve to the right, with a radius of 550 feet, through a central angle of 24 degrees, 48 minutes, 00 seconds, an arc length of 238.06 feet;

South 29 degrees, 35 minutes, 00 seconds East, 286.74 feet, more or less, to the intersection of said northeasterly boundary of said existing right of way of Redwood Drive with the westerly boundary of the existing right of way of State Highway 101, as conveyed by document recorded as Book 920 of Official Records, Page 466.

Containing an area of 106,800 square feet, more or less.

PARCEL TWO

That real property situate in the County of Humboldt, State of California, within Section 13, Township 4 South, Range 3 East, Humboldt Meridian, described as follows:

A non-exclusive easement, 14 feet in width, for access to top of Redwood Drive "bluffs" for maintenance purposes, the centerline of which is described as follows:

COMMENCING at a point on the northeasterly boundary of the existing right of way of Redwood Drive, being the former right of way of State Highway 1-HUM-1-B, as said right of way was conveyed by document recorded as Book 196 of Deeds, Page 40, Humboldt County Records, being station "57+42.89 E.C.", from which point, a concrete 6" x 6" highway monument marking station "44+39.69 B.C. 125' Left" bears South 8 degrees, 06 minutes, 22 seconds East, 1333.87 feet, and also from which point of intersection, a concrete 6" x 6" highway monument marking station "61+41.17 B.C. 150' Right" bears North 54 degrees, 23 minutes, 00 seconds West, 400.53 feet.

Thence North 35 degrees, 37 minutes, 00 seconds East, 56 feet to the POINT OF BEGINNING of this description.

Thence North 35 degrees, 37 minutes, 00 seconds East, 352.82 feet, more or less, to the southwesterly boundary of State Highway 101, as conveyed by Book 920 of Official Records Page 466, Humboldt County Records.

Containing an area of 4,940 square feet, more or less.

PARCEL THREE

An easement for use and maintenance of an existing culvert crossing under Redwood Drive, County Road No. 6B105, said easement denoted as "Culvert" herein for convenience and the boundary of which described as follows:

COMMENCING at a point on the northeasterly boundary of the existing right of way of Redwood Drive, being the former right of way of State Highway 1-HUM-1-B, as said right of way was conveyed by document recorded as Book 196 of Deeds, Page 40, Humboldt County Records, and from which point, a concrete 6" x 6" highway monument marking station "44+39.69 B.C. 125' Left" bears South 80 degrees, 21 minutes, 21 seconds West, 279.45 feet, and also from which point, a concrete 6" x 6" highway monument marking station "61+41.17 B.C. 150' Right" bears North 27 degrees, 38 minutes, 26 seconds West, 1701.11 feet;

Thence South 24 degrees, 25 minutes, 23 seconds West, 261.41 feet to the POINT OF BEGINNING of this description.

Thence North 6 degrees, 10 minutes, 50 seconds East, 60.15 feet;

Thence South 87 degrees, 53 minutes, 30 seconds East, 96.39 feet to the east boundary of said right of way of Redwood Drive;

Thence South 2 degrees, 06 minutes, 30 seconds West, along said east boundary, 60.00 feet to a point which bears South 87 degrees, 53 minutes, 30 seconds East from the Point of Beginning.

Thence North 87 degrees, 53 minutes, 30 seconds West, 100.67 feet to the Point of Beginning.

Containing an area of 5,912 square feet, more or less.

PARCEL FOUR

An easement for access and use of an existing road, for the purpose of maintenance of said culvert, said easement denoted as "Road" herein for convenience and the boundary of which is described as follows:

COMMENCING at a point on the northeasterly boundary of the existing right of way of Redwood Drive, being the former right of way of State Highway 1-HUM-1-B, as said right of way was conveyed by document recorded as Book 196 of Deeds, Page 40, Humboldt County Records, and from which point, a concrete 6" x 6" highway monument marking station "44+39.69 B.C. 125' Left" bears South 80 degrees, 21 minutes, 21 seconds West, 279.45 feet, and also from which point, a concrete 6" x 6" highway monument marking station "61+41.17 B.C. 150' Right" bears North 27 degrees, 38 minutes, 26 seconds West, 1701.11 feet;

Thence South 19 degrees, 46 minutes, 56 seconds West 392.46 feet to the POINT OF BEGINNING of this description.

Thence North 0 degrees, 47 minutes, 26 seconds East, 9.88 feet;

Thence North 21 degrees, 54 minutes, 14 seconds East, 29.85 feet;

Thence South 63 degrees, 11 minutes, 15 seconds East, 24.01 feet;

Thence South 47 degrees, 35 minutes, 18 seconds East, 42.49 feet;

Thence South 71 degrees, 35 minutes, 21 seconds East, 26,44 feet:

Thence North 47 degrees, 59 minutes, 44 seconds East, 43.29 feet to the east boundary of said existing right of way of Redwood Drive.

Thence South 2 degrees, 06 minutes, 30 seconds West, along said east boundary, 63.73 feet;

Thence North 87 degrees, 53 minutes, 30 seconds West 77.31 feet;

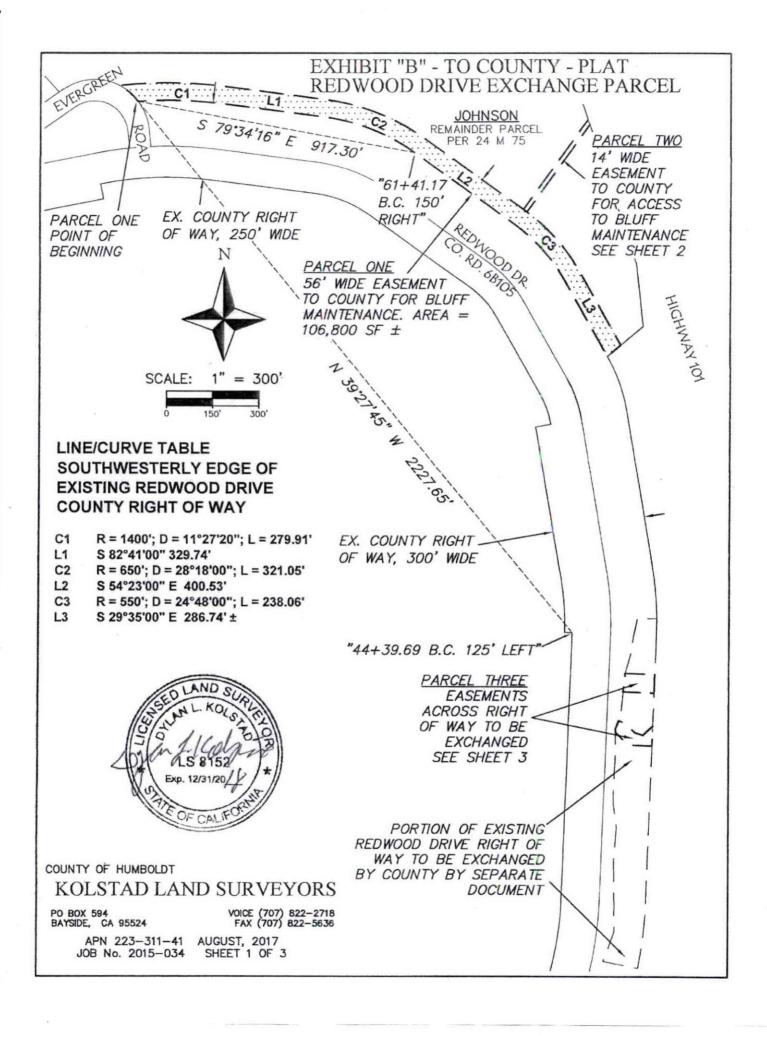
Thence North 44 degrees, 42 minutes, 56 seconds West, 59.30 feet to the Point of Beginning.

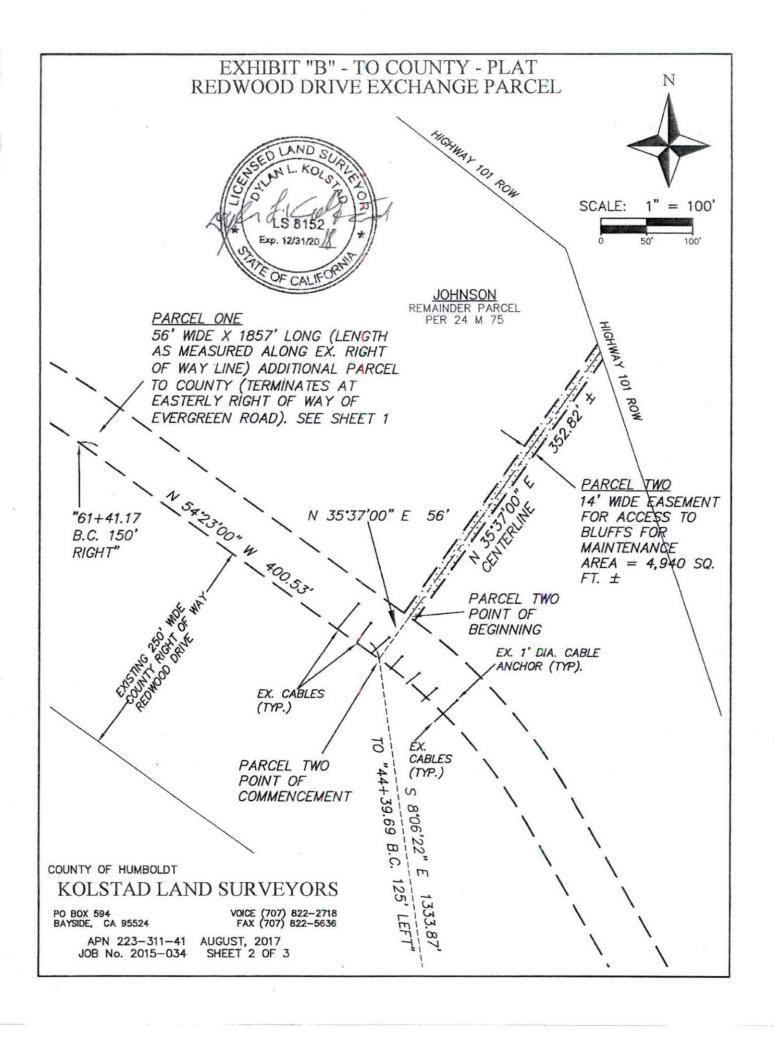
Containing an area of 5,601 square feet, more or less.

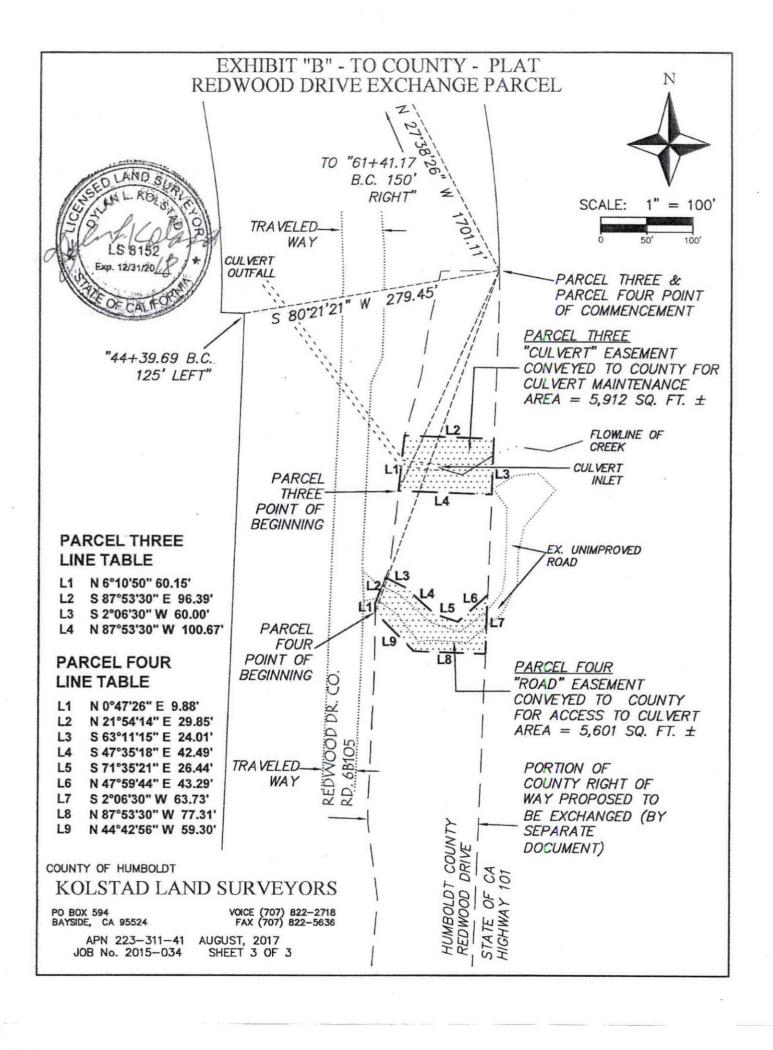
END OF DESCRIPTION

Dylan L. Kolstad LS 8152

Prepared August 7, 2017







ATTACHMENT B

Quit Claim Deed

AFTER RECORDING RETURN TO DEPARTMENT OF PUBLIC WORKS 3033 H STREET EUREKA CA 95501

This instrument is for the benefit of the County of Humboldt and is entitled to be recorded without fee.

State of California

(Govt. Code 27383).

Above space for Recorder's use

QUITCLAIM DEED

The COUNTY OF HUMBOLDT, a political subdivision of the State of California, does hereby release, remise and quitclaim forever to Kenneth Wallan and Meredith Wallan, Trustees of the WALLAN FAMILY LIVING TRUST, U/T/D March 12, 1992 as to an undivided ½ interest, and JIM JOHNSON AND A. MARIE JOHNSON, husband and wife, as joint tenants, as to an undivided ½ interest, all of its right, title and interest in and to that certain real property situated in the County of Humboldt, State of California, acquired by the County of Humboldt by relinquishment from the State of California and recorded as Book 196, Page 40, and described in Exhibit "A" (Legal Description) and shown on Exhibit "B" (Plat).

This Conveyance is executed pursuant to the authority vested in the Board of Supervisors by Government Code Section 25365.

Executed this day of	, 2017.	
COUNTY OF HUMBOLDT:	Exhibit Only - Do Not Ex	Par
Virginia Bass Chair, Board Supervisors County of Humboldt		400

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA COUNTY OF HUMBOLDT
Onbefore me,(insert name of officer)
a Notary Public in and for said County and State personally appeared
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument of the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal:
Notary Public, State of California County of Humboldt

EXHIBIT "A" LEGAL DESCRIPTION REDWOOD DRIVE EXCHANGE PARCEL (TO JOHNSON)

PARCEL ONE

That real property situate in the County of Humboldt, State of California, within Section 13, Township 4 South, Range 3 East, Humboldt Meridian, described as follows:

BEGINNING at a point on the northeasterly boundary of the existing right of way of Redwood Drive, being the former right of way of State Highway 1-HUM-1-B, as said right of way was conveyed by document recorded as Book 196 of Deeds, Page 40, Humboldt County Records, and from which point, a concrete 6" x 6" highway monument marking station "44+39.69 B.C. 125' Left" bears South 80 degrees, 21 minutes, 21 seconds West, 279.45 feet, and also from which point, a concrete 6" x 6" highway monument marking station "61+41.17 B.C. 150' Right" bears North 27 degrees, 38 minutes, 26 seconds West, 1701.11 feet;

Thence the following courses along the east boundary of said existing right of way:

From a tangent bearing South 0 degrees, 43 minutes, 43 seconds East, along a curve to the right, with a radius of 1150.00 feet and an angle of 2 degrees, 50 minutes, 13 seconds, a distance of 56.94 feet:

South 2 degrees, 06 minutes, 30 seconds West, 875.65 feet to a point of curvature;

Along a tangent curve to the right, with a radius of 1350.00 feet and an angle of 9 degrees, 01 minutes, 51 seconds, a distance of 212.78 feet, more or less, to the northerly boundary of the land conveyed to Blue Star Gas, Co., by document recorded as 1995-3384-2, Humboldt County Records.

Thence leaving said existing right of way, and along the north boundary of said land conveyed to Blue Star Gas, Co., North 78 degrees, 55 minutes, 45 seconds West, 115.00 feet;

Thence North 19 degrees, 54 minutes, 34 seconds East, 104.76 feet;

Thence North 1 degree, 34 minutes, 18 seconds West, 49.28 feet;

Thence North 0 degrees, 52 minutes, 33 seconds East, 40.47 feet;

Thence North 2 degrees, 11 minutes, 05 seconds West, 36.42 feet;

Thence North 1 degree, 07 minutes, 38 seconds West, 37.05 feet;

Thence North 0 degrees, 06 minutes, 50 seconds West, 70.13 feet;

Thence North 4 degrees, 40 minutes, 06 seconds East, 108.54 feet;

Thence North 7 degrees, 24 minutes, 10 seconds West, 82.27 feet;

Thence North 0 degrees, 53 minutes, 52 minutes West, 23.78 feet;

Thence North 2 degrees, 38 minutes, 17 seconds East, 40.38 feet;

Thence North 2 degrees, 29 minutes, 23 seconds East, 92.98 feet;

Thence North 0 degrees, 47 minutes, 26 seconds East, 73.20 feet to a point which bears South

19 degrees, 46 minutes, 56 seconds West 392.46 feet from the Point of Beginning.

Thence North 0 degrees, 47 minutes, 26 seconds East, 9.88 feet;

Thence North 21 degrees, 54 minutes, 14 seconds East, 42.03 feet;

Thence North 6 degrees, 10 minutes, 50 seconds East, 82.88 feet to a point which bears South 24 degrees, 25 minutes, 23 seconds West, 261.41 feet from the Point of Beginning. Thence North 6 degrees, 10 minutes, 50 seconds East, 60.15 feet; Thence North 15 degrees, 04 minutes, 33 seconds East, 66.85 feet; Thence North 8 degrees, 43 minutes, 25 seconds East, 52.60 feet; Thence North 12 degrees, 02 minutes, 49 seconds East, 62.25 feet, more or less, to a point which bears South 89 degrees, 16 minutes, 17 seconds West from the Point of Beginning. Thence North 89 degrees, 16 minutes, 17 seconds East, 63.26 feet to the Point of Beginning.

Containing an area of 118,517 square feet, more or less.

END OF DESCRIPTION

LS 8152 *
Exp. 12/31/20 *

Dylan L. Kolstad

LS 8152

Prepared August 7, 2017

