

COUNTY OF SONOMA
PUBLIC INFRASTRUCTURE
Santa Rosa, California

Date: April 4, 2024

Owner: Julia Menapace, a single woman
APN: 073-100-016
Project Name: Freestone Flat Road Bridge Replacement Project
County Project No.: C11004
Federal Project No.: BRLO-5920 (127)

**DRAFT RIGHT OF WAY CONTRACT – FEE
INTEREST**

This Right of Way Contract is made and entered into by and between the County of Sonoma, a Political Subdivision of the State of California (“Grantee”), and Julia Menapace, an individual (“Grantor”), with respect to the following.

For good and valuable consideration, the parties hereto mutually agree as follows:

1. Grantor agrees to sell to Grantee, and Grantee agrees to buy from Grantor, a fee interest in the property described in the form of a Grant Deed attached hereto as Exhibit A. Upon execution, the Grant Deed shall be delivered to Renee Baur of Bender Rosenthal, Inc. Right of Way Consultant for the County of Sonoma on behalf of the acquiring agency, the County of Sonoma (“County”) for deposit into escrow.
2. (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 County of Sonoma of all further obligation or claims on the account, or on account of the location, grade or construction of the proposed public improvement.

(B) Grantee requires said property described in Exhibit A for County roadway 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.

The parties to this contract shall, pursuant to 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 Section 50.3.

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 contract.

3. The County of Sonoma shall:

(A) Pay the undersigned Grantor the sum of \$166,000 for the property to be conveyed by the Grant Deed. Said sum shall be deposited into escrow and paid at closing upon recordation of the Grant Deed (“Closing”). Title to said property interest to be conveyed therein is free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), except as follows:

- a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
- b. Covenants, conditions, restrictions and reservations of record, or contained in the above referenced document.
- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- d. Such matters as may be waived by the County of Sonoma’s Right of Way Manager, or designated representative.

(B) Pay all escrow and recording fees incurred in this transaction the premium charged therefor.

(C) Have the authority to deduct and pay from the amount shown in Clause 3(A) above any amount necessary to satisfy any bond demands and delinquent taxes due in any year prior to Closing, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the time of Closing.

4. Any or all monies payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

5. Grantor hereby authorizes County to prepare and file escrow instructions in accordance with this Contract on behalf of both parties. Escrow will be opened with First American Title Company, 627 College Avenue, Santa Rosa, CA 95404: Escrow Number 4904-6021974.

6. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the property being purchased by the County of Sonoma shall commence upon approval of this contract by the Sonoma County Board of Supervisors and deposit of funds into escrow, and that the amount of \$166,000 includes, but is not limited to, full payment for such possession and use, and damages from said date, except for damages as described in Paragraph 14 of this contract.

7. It is understood and agreed by and between the parties hereto that payment in Clause 3(A) above includes, but is not limited to, payment for the following improvements: 2,630± SF asphalt paving; three (3) large trees; nine (9) medium trees; two (2) large bushes; 80± LF of 1-inch PVC piping, two (2) valve boxes; four (4) gate valves and two (2) wood bollards.

8. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 3(A) above is payment in full to compensate Grantor for the expense of performing the following work: installation of a custom tandem swinging gate, wood fencing, two (2) electric gate operators, a digital gate keypad, and the two (2) post lanterns.

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 further agrees to hold the County of Sonoma harmless and reimburse the County of Sonoma for any and all of their losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.

10. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.

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, if any, when removed, and relocated, or reconstructed by the County of Sonoma shall be left in as good condition as found.

12. The Grantor hereby represents and warrants that to Grantor's knowledge during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the property that may have occurred prior to Grantor taking title to the property.

13. The acquisition price of the property interest being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste that requires mitigation under federal or state law, the County may elect to recover its clean-up costs from those who caused or contributed to the contamination.

14. County agrees to indemnify, defend, and hold harmless Grantor from and against any claim, loss, cost, damage, expense, or liability arising out of County's possession of the property and operations under this Agreement. County further agrees to assume responsibility for any damages proximately caused by reason of County's operations under this Agreement and County will, at its option, either repair or pay for such damage.

15. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

16. Grantor understands that this Agreement is subject to the approval of the Sonoma County Board of Supervisors. Further, that this agreement shall have no force or effect unless and until said approval has been obtained.

17. In the event of a breach of this Agreement by Grantor, County shall be entitled to pursue any and all remedies available to it against Grantor, including without limitation, claims for all damages attributable to Grantor's breach, and specific performance of this Agreement.

18. Miscellaneous.

- (A) **Headings.** The heading titles for each paragraph of this agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the agreement.
- (B) **Severability.** If any term of this agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the agreement shall be construed as not containing that term, and the remainder of this agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this agreement.
- (C) **Governing Law, Jurisdiction, and Venue.** The interpretation, validity, and enforcement of this agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this agreement shall be filed and heard in a court of competent jurisdiction in the County of Sonoma.
- (D) **Assignment and Delegation.** This agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Buyer's duties be delegated, without the written consent of Grantor. Any attempt to assign or delegate this agreement without the written consent of Grantor shall be void and of no force or effect. A consent by Grantor to one assignment shall not be deemed to be a consent to any subsequent assignment.
- (E) **Modifications.** This agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- (F) **Waivers.** Waiver of a breach or default under this agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this agreement.
- (G) **Time.** Time is of the essence in carrying out the duties hereunder. Each party shall, upon request by the other party, execute, acknowledge, and deliver such documents or take such action as may be necessary or convenient to carry out the terms and conditions of this agreement.
- (H) **Entire Agreement.** This agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter described herein. This agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this agreement are complementary; what is called for in one is binding as if called for in all.
- (I) **Each Party's Role In Drafting The Agreement.** Each party to this agreement has had an opportunity to review the agreement, confer with legal counsel regarding the meaning of the agreement, and negotiate revisions to the agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the agreement.
- (J) **Signatures.** The individual executing this agreement represent they have the right, power, legal capacity, and authority to enter into and to execute this agreement on behalf of the respective legal entities of the Grantor and Grantee. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- (K) **Counterparts**. This agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

By GRANTOR this ___ day of _____, 20____.

By COUNTY this ___ day of _____, 20____.

GRANTOR: Julia Menapace, a single woman

By: _____
Julia Menapace

COUNTY OF SONOMA:

By: _____
Chair, Board of Supervisors

Attest:

By: _____
Clerk, Board of Supervisors

SONOMA COUNTY PUBLIC INFRASTRUCTURE:

By: _____
Johannes J. Hoevertsz, Director
Public Infrastructure

Date: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

Reviewed as to Substance:

By: _____
Right of Way Manager

Date: _____

By: _____
Project Engineer

Date: _____

EXHIBIT A
DRAFT GRANT DEED

RECORDED FOR THE BENEFIT OF
COUNTY OF SONOMA

WHEN RECORDED RETURN TO:
EXECUTIVE SECRETARY
PUBLIC INFRASTRUCTURE
2300 County Center Drive, Suite B 100
Santa Rosa, CA 95403

No Fee Document – per Government code 27383
No Document Transfer Tax- per R&T Code 11922

SPACE ABOVE THE LINE FOR RECORDER'S USE

Project Name: Freestone Flat Road Bridge Replacement Project

APN: (portion) 073-100-016

Dated: _____

GRANT DEED

JULIA MENAPACE, A SINGLE WOMAN

(hereinafter referenced to as "Grantor"),

**GRANTS TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF
THE STATE OF CALIFORNIA,**

all of Grantor's right, title, and interest in and to that certain real property situated in the County of Sonoma, State of California, more particularly described as follows:

All that real property described in the attached legal description as Exhibit "A" and depicted on the attached plat map as Exhibit "B" attached hereto and made a part hereof.

GRANTOR: JULIA MENAPACE, A SINGLE WOMAN

Julia Menapace

(Attach notary acknowledgment+ Certificate of Acceptance)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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 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.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

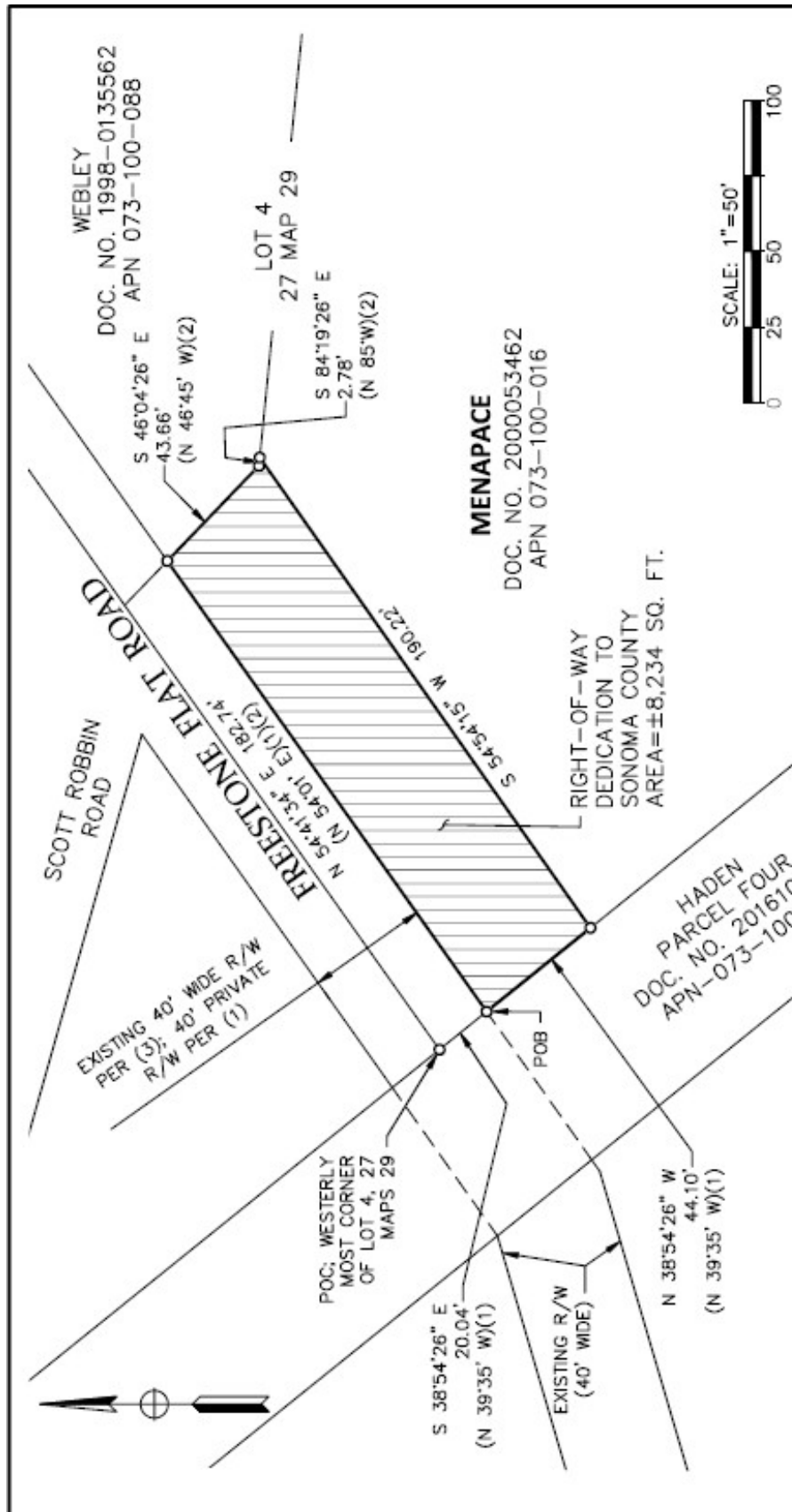
Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



LEGEND

- DIMENSION POINT**
- AREA OF ACQUISITION - ±8,234 SQ FT
 - POB POINT OF BEGINNING
 - (1) 27 MAPS 29, SONOMA COUNTY RECORDS
 - (2) DOC. NO. 1998-0135562, SONOMA COUNTY RECORDS
 - (3) BOOK 2974 PAGE 779, SONOMA COUNTY RECORDS
 - R/W RIGHT-OF-WAY



SETH H. IRISH DATE 09/29/20



COUNTY OF SONOMA
STATE OF CALIFORNIA
EXHIBIT "B"

DR. BY: ADD	DATE: 09/29/19
CKD BY: SHI	SCALE 1" = 50'
CO. RTE. PM	
SON	1 OF 2



S:\Client\Sonoma County\Freestone Flat Road 522-200\Survey\CA0\PLATS\MENAPACE.dwg

CERTIFICATE OF ACCEPTANCE