

COUNTY OF SONOMA
DEPT. OF PUBLIC INFRASTRUCTURE
Santa Rosa, California

Date: March 18, 2024

Owner: Evelyn M. Negri, Trustee of the Survivor's Trust created under the Joseph F. Negri and Evelyn M. Negri 2003 Trust
APN: 073-100-002
Project Name: Freestone Flat Road Bridge Replacement Project
County Project No.: C11004
Federal Project No.: BRLO-5920(127)

RIGHT OF WAY CONTRACT – FEE INTEREST

Exhibit A, in the form of a Grant Deed covering the property particularly described in the above instruments, have been executed and 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").

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 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 and Exhibit B 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.

2. The County of Sonoma shall:

(A) Pay the undersigned Grantor the sum of \$30,000 for the property of interest conveyed by above documents when title to said property interests vest in the County of Sonoma, a Political Subdivision of the State of California, free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded).

- 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 2(A) above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

3. 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 mortgage(s) or beneficiary(s) entitled thereunder; said mortgage(s) or beneficiary(s) 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.

4. Grantor hereby authorizes County to prepare and file escrow instructions in accordance with this Contract on behalf of both parties. This transaction will be handled by First American Title Company, 627 College Avenue, Santa Rosa, CA 95404: Escrow Number 4904-6021967.

5. 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 rights being purchased by the County of Sonoma, including the right to remove and dispose of improvements, shall commence upon acceptance of this contract by the Sonoma County Board of Supervisors and deposit of funds in escrow controlling this transaction, or upon the close of escrow, whichever occurs first, and that the amount of \$30,000 includes, but is not limited to, full payment for such possession and use, and damages, if any, from said date. .

6. It is understood and agreed by and between the parties hereto that payment in Clause 2(A) above includes, but is not limited to, payment for the following improvements: one (1) medium tree

7. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the expense of performing the following work: Removal of 258± linear feet of existing 47-inch field fence, removal of 155± linear feet of existing white 4-rail wood fence and installation of 225± linear feet of 47-inch tall barb wire field fencing and 225± feet of rail wood fencing.

8. 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.

9. 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.

10. 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.

11. The Grantor hereby represents and warrants that 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.

12. 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.

13. County agrees to indemnify and hold harmless Grantor from any liability arising out of County's 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.

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

15. 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..

16. 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.

Signature Page to Follow

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

By GRANTOR this 11 day of April, 2024.

By COUNTY this ____ day of _____, 20____.

GRANTOR: Evelyn M. Negri, Trustee of the Survivor's Trust created under the Joseph F. Negri and Evelyn M. Negri 2003 Trust

By: 
Evelyn M. Negri, Trustee

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: _____

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) 073-100-002

Dated: 4-11-2024

GRANT DEED

EVELYN M. NEGRI, TRUSTEE OF THE SURVIVOR'S TRUST CREATED UNDER THE JOSEPH F. NEGRI AND EVELYN M. NEGRI 2003 TRUST

(hereinafter referenced to as "Grantor"),

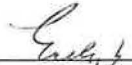
GRANTS TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA,

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 associated map as Exhibit "B" attached hereto and made a part hereof.

GRANTOR: EVELYN M. NEGRI, TRUSTEE OF THE SURVIVOR'S TRUST CREATED UNDER THE JOSEPH F. NEGRI AND EVELYN M. NEGRI 2003 TRUST

By: _____


Evelyn Negri, Trustee

(Attach notary acknowledgement+ Certificate of Acceptance)

EXHIBIT "A"

FEE ROAD RIGHT-OF-WAY DEDICATION

BEING A PORTION OF PARCEL # OF THE LANDS OF EVELYN M. NEGR[, TRUSTEE OF THE SURVIVOR'S TRUST CREATED UNDER THE JOSEPH H. NEGR[AND EVELYN M. NEGR[2003 TRUST, AS DESCRIBED IN THE GRANT DEED RECORDED ON DECEMBER 30, 2013 AS DOCUMENT NUMBER 2013124206, SONOMA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 10 AS SHOWN ON THAT MAP RECORDED ON JANUARY 25, 1911 IN BOOK 25 OF MAPS AT PAGE 10, SONOMA COUNTY RECORDS, THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 10, SOUTH 38° 54' 26" EAST (NORTH 73° 35' WEST), 21.66 FEET TO THE SOUTHERLY RIGHT OF WAY OF FREESTONE FLAT ROAD AND THE **POINT OF BEGINNING**; THENCE LEAVING SAID NORTHEASTERLY LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY, SOUTH 73° 41' 34" WEST (NORTH 73° 01' EAST), 111.54 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY, SOUTH 16° 32' 56" EAST, 15.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 15.00 FEET SOUTHERLY FROM SAID SOUTHERLY RIGHT OF WAY, NORTH 73° 41' 34" EAST, 117.72 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF SAID LOT 10; THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 38° 54' 26" WEST, 16.25 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**,

CONTAINING A TOTAL OF 1,719 SQUARE FEET, MORE OR LESS,

APN 073-100-002 PORTION,

ALL DATA SHOWN IN PARENTHESES ARE RECORD DATA PER BOOK 25 OF PARCEL MAPS AT PAGE 10, SONOMA COUNTY RECORDS,

BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2,

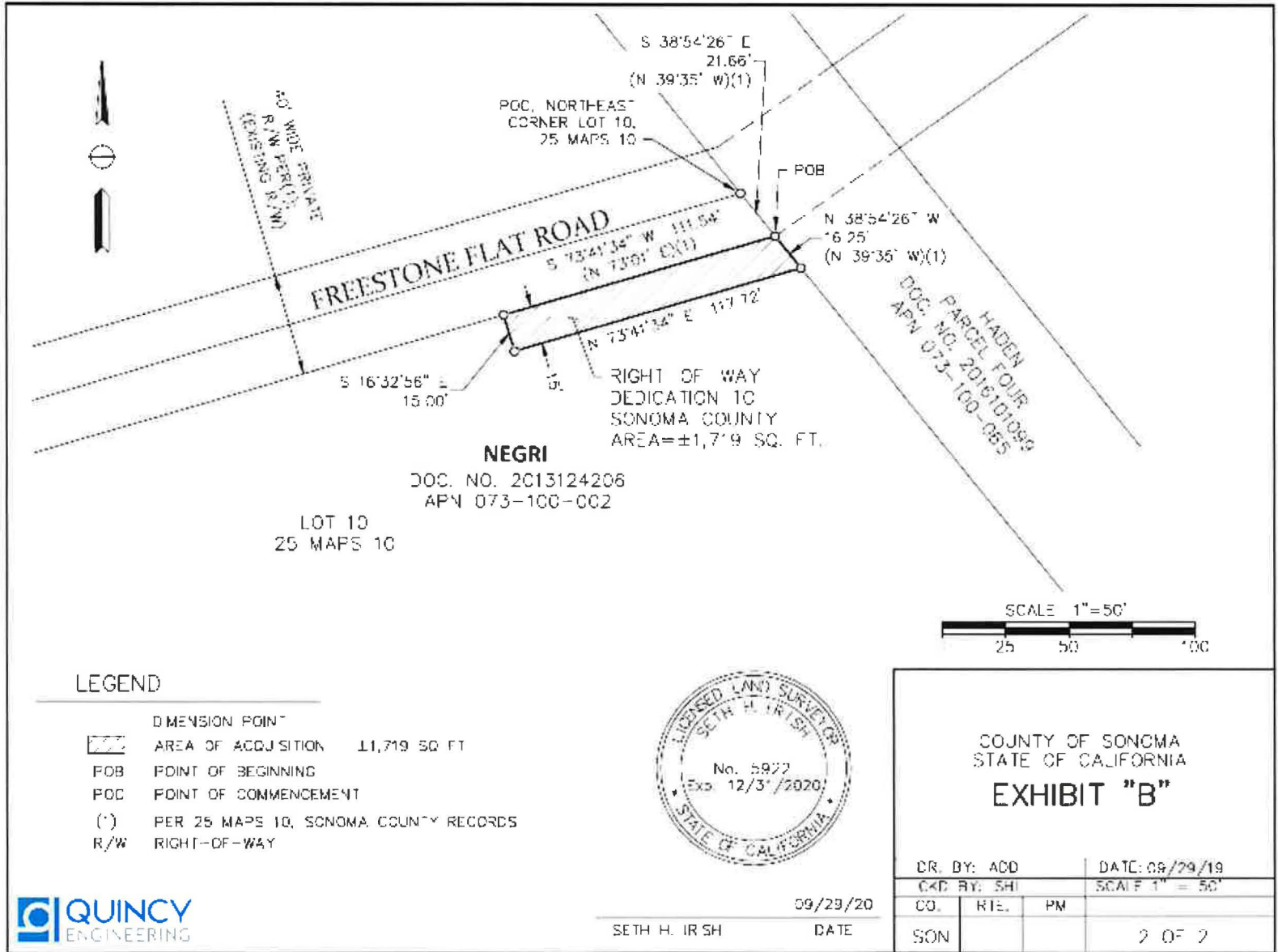
SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE,

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA,

SETH H. IRISH DATE
PLS 5922



PAGE 1 OF 2



CERTIFICATE OF ACCEPTANCE