

COUNTY OF SONOMA
DEPT. OF TRANSPORTATION AND PUBLIC WORKS
Santa Rosa, California

February 23, 2021

Owner: R.L.D. Inc., and Jayne R. Slayton Successor Trustee
A.P. Number: 058-192-014
Project Name: Pedestrian Hybrid Beacon Project

RIGHT OF WAY CONTRACT - PUBLIC HIGHWAY

Exhibit A, in the form of a Permanent Easement Deed, and Exhibit B in the form of a Temporary Construction Easement Deed covering the property particularly described in the above instruments, have been executed and delivered to Associated Right of Way Services, 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.
2. The County of Sonoma shall:
 - (A) Pay the undersigned Grantor the sum of \$18,200.00 for the property of interest conveyed by above documents when title to said property interests vest in the County of Sonoma free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

- 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 and, if title insurance is desired by the County, 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; File No. 5323941.

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 permanent 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 \$18,200.00 includes, but is not limited to, full payment for such possession and use, and damages, if any, from said date

6. It is further agreed and confirmed by the parties hereto that permission is hereby granted the County of Sonoma or its authorized agent(s), to enter upon Grantor's land where necessary within that certain area (TCE Area) described in Exhibit B for the purpose of a temporary construction easement (TCE). The right of possession and use of the TCE, shall commence on August 31, 2021 and terminate on February 28, 2023. Grantor shall have use of the TCE Area until the County of Sonoma takes physical possession. In case of unpredictable delays in

construction, upon written notification to Grantor, the terms of the TCE may be extended by an amendment to this Right of Way Contract. Grantor shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the Grantor for the extension period prior to the expiration of the original period. The County engineer shall notify the Grantor 72 hours prior to the commencement of actual construction or by 10 days written notice, first class mail, delivery deemed completed on date of mailing.

7. 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.

8. 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.

9. At no expense to the Grantor and at the time of the project construction, County shall construct the following improvements as shown on approved plans on file with the Department of Transportation and Public Works:

A crosswalk and light, curb ramps and a pole. All site improvements and utilities located within the proposed acquisition areas will be repaired, replaced or relocated as a cost to the project.

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, 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 which may have occurred prior to Grantor taking title to the property.

The acquisition price of the property 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 which 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.

12. 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.

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

14. 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.

15. 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.

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:

By: _____
R.L.D., Inc., a California Corporation

By: _____
Jayne R. Slayton, Successor Trustee

Its: _____

COUNTY OF SONOMA:

By: _____
Chair, Board of Supervisors

Attest:

By: _____
Clerk, Board of Supervisors

Reviewed as to Substance:

By: _____
Director, Department of
Transportation and Public Works

Date: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

By: _____
Right of Way Manager

Date: _____

By: _____
Project Engineer

Date: _____

EXHIBIT A
PERMANENT EASEMENT DEED

EXHIBIT B

A TEMPORARY CONSTRUCTION EASEMENT DEED