



# **RESOLUTION No. 24-580**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION DECLARING EXEMPT SURPLUS PROPERTY AND APPROVING THE SALE OF A PORTION OF COUNTY LANDS (THREE PARCELS) TO THE STATE OF CALIFORNIA FOR STATE HIGHWAY 49 IMPROVEMENTS, APPROVING THE ASSOCIATED RIGHT-OF-WAY CONTRACTS, AND GRANTING A TEMPORARY CONSTRUCTION EASEMENT, ALL ASSOCIATED WITH ASSESSOR'S PARCEL NUMBERS 022-160- 038, 022-331-039, & 022-331-040 – DISTRICT III**

WHEREAS, the County of Nevada has received a request from the State of California Department of Transportation to purchase strips of land for Highway right-of-way purposes and a Temporary Construction Easement over three (3) parcels of County of Nevada owned lands known as APNs 022-160-038, 022-331-039, & 022-331-040; and

WHEREAS, the right-of-way area over APN 022-160-038 consists of approximately 54,826 sf (1.26 acres) as described in attached Grant Deed Document No. 38913-1 and shown in attached Right-of-Way Contract -State Highway Document No. 38913-1 and Exhibit Map; and

WHEREAS, the Fair Market Value of the right-of-way area over APN 022-160-038 is determined to be \$138,000 as shown in attached Appraisal for Parcel No. 38913-1 and the total purchase price of this strip of land is \$151,800 includes a \$13,800 Incentive Payment as described in the attached Right-of-Way Contract -State Highway Document No. 38913-1; and

WHEREAS, the right-of-way area over APN 022-331-039 consists of approximately 69,863 sf (1.60 acres) as described in attached Grant Deed Document No. 38913-1 and shown in attached Right-of-Way Contract -State Highway Document No. 38912-1 and Exhibit Map; and

WHEREAS, the Fair Market Value of the right-of-way area over APN 022-331-039 is determined to be \$179,000 as shown in attached Appraisal for Parcel No. 38912-1 and the total purchase price of this strip of land is \$196,900, which includes a \$17,900 Incentive Payment as described in the attached Right-of-Way Contract-State Highway Document No. 38912-1; and

WHEREAS, the right-of-way area over APN 022-331-040 consists of approximately 19,275 sf (0.44 acres) as described in attached Grant Deed Document No. 37666-1 and shown in attached Right-of-Way Contract -State Highway Document No. 37666-1 and Exhibit Map; and

WHEREAS, the Fair Market Value of the right-of-way area over APN 022-331-040 is determined to be \$51,100 as shown in attached Appraisal for Parcel No. 37666-1 and the total purchase price of this strip of land is \$56,200, which includes a \$5,100 Incentive Payment as described in the attached Right-of-Way Contract-State Highway Document No. 37666-1; and

WHEREAS, the Temporary Construction Easement over APN 022-331-039 consists of an easement area of approximately 33,377 sf (0.77 acres) located in the southwest portion of said parcel for construction purposes for a period of 57 months terminating in December 2029 as described and shown in attached Right-of-Way Contract -State Highway Document No. 38782-1 and Exhibit Map; and

WHEREAS, the Fair Market Value of the Temporary Construction Easement area over APN 022-331-039 is determined to be \$45,000 as shown in attached Appraisal for Parcel No. 38782-1 and the total purchase price of this Easement is \$49,500, which includes a \$4,500 Incentive Payment as described in the attached Right-of-Way Contract-State Highway Document No. 38782-1; and

WHEREAS, the total Fair Market Value of all three (3) strips of land and a Temporary Construction Easement is \$413,100 plus a total of Incentive Payments of \$41,300 for a total payment of \$454,400.00; and

WHEREAS, the Nevada County Surveyor has reviewed the proposed Grant Deeds and Temporary Construction Easement and finds that these documents are technically correct and ready for the Chairman's signature prior to recordation; and

WHEREAS, the right-of-way and easement shall be deeded to the State of California for the total sum of \$454,400; and

WHEREAS, the request has been circulated to the Nevada County Public Works Department and the Facilities Department and both have consented to the request; and

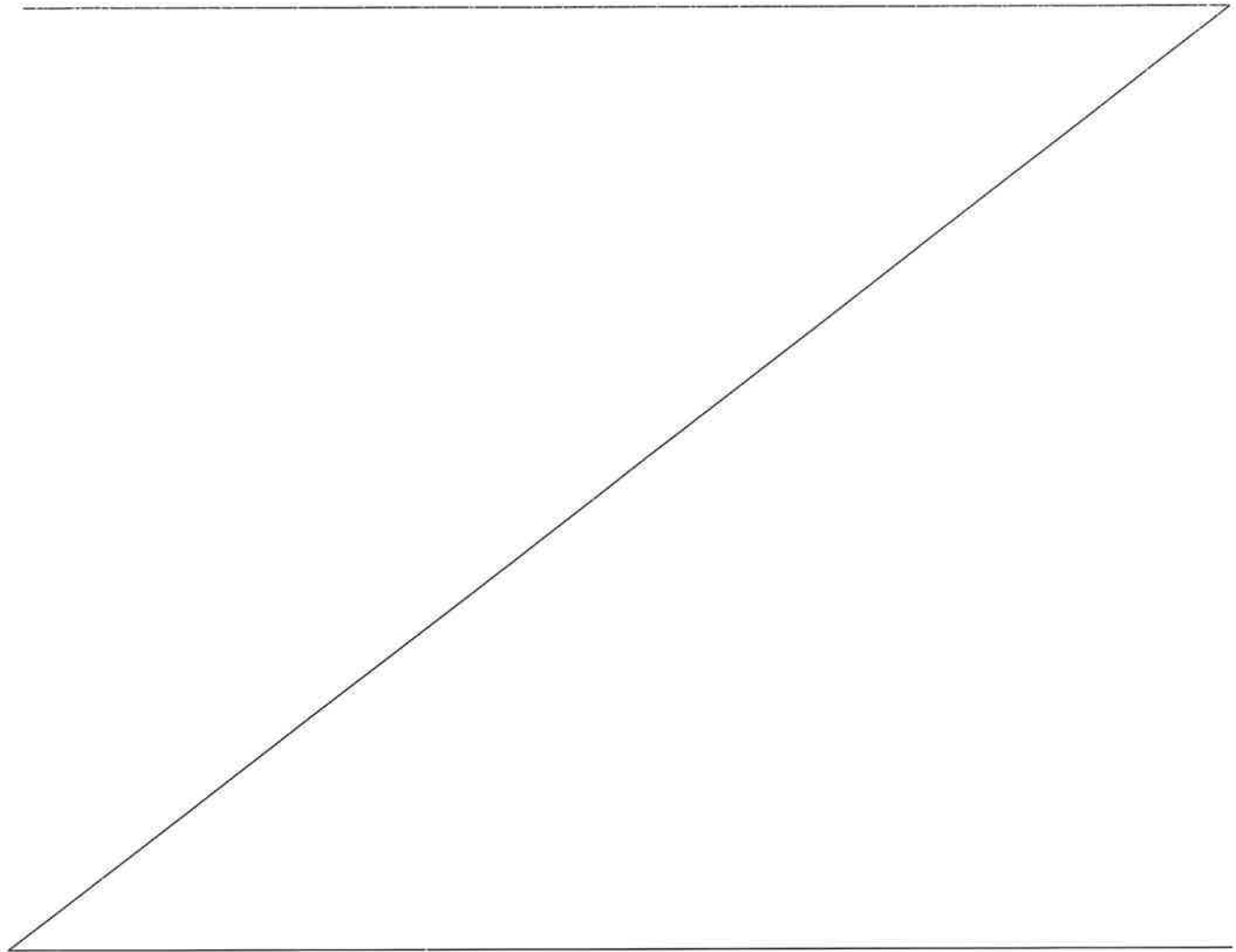
WHEREAS, the aforementioned properties have been determined to be exempt surplus County properties pursuant to Government Code 54221 (f)(1)(D).

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors has reviewed and considered this land sale and Easement for State Highway purposes and hereby finds and determines as follows:

1. The above recitals are true and correct.
2. The subject properties at Assessor's Parcels 022-160-038, 022-331-039, and 022-331-040 are declared exempt surplus properties.
3. Approves the sale of County of Nevada lands for State Highway purposes as described and shown in the attached Grant Deeds and Right-of-Way Contracts.
4. Approves the granting of a Temporary Construction Easement over a portion of County of Nevada lands for State Highway construction purposes as described and shown in the attached Temporary Construction Easement Deeds and Right-of-Way Contracts.
5. The strip of lands and Temporary Construction Easement shall be deeded to the State of California for the total sum of \$454,400.

BE IT FURTHER RESOLVED that the Nevada County Board of Supervisors hereby:

1. Sells a portion of the existing County of Nevada Lands for State Highway purposes as described and shown in the attached Grant Deeds and Right-of-Way Contracts.
2. Grants a Temporary Construction Easement over a portion of County of Nevada lands for State Highway construction purposes as described and shown in the attached Temporary Construction Easement Deeds and Right-of-Way Contracts.
3. Authorizes the Chairman of the Board to sign the Contracts, Grant Deeds, Payee Data Records for APNs 022-160-038, 022-331-039, & 022-331-040 and a Temporary Construction Easement Contract and Payee Data Record for APN 022-331-039 on behalf of the County for the sale of the above-described strips of lands and easement.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of November 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,  
Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By: \_\_\_\_\_

Hardy Bullock, Chair

**RIGHT OF WAY CONTRACT  
STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

**CONFIDENTIAL**

This document contains personal information, and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

Page 1 of 4

APN 022-160-038

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
03	NEV	49	12.5	3H510 / 0318000009	SHOPP	P049(191)	County of Nevada, a political subdivision of the State of California	38913-1

Nevada City, CaliforniaNovember 15, 2024COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE  
STATE OF CALIFORNIA

Grantor

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

**Document No. 38913-1** in the form of a **GRANT DEED** to the **State of California**, covering the property particularly described in the above instrument, covering the property as delineated on the attached maps identified as Exhibits "A" and "B", have been executed and delivered to **LYNEDA LINCOLN**, Right of Way Agent for the State of California.

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 State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described as **Document No. 38913-1** for State highway 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.
- (D) The parties to this agreement shall, pursuant 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. Part 21 and 28 C.F.R. Section 50.3.
- (E) 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 agreement.
2. The State shall pay the undersigned Grantor the sum of **\$151,800.00 (\$138,000.00 in Fair Market Value Just Compensation plus a \$13,800.00 Incentive Payment as described in Clause 3 below)** for the property rights conveyed in this transaction. [LL](#)
3. In addition to Fair Market Value Just Compensation, it is agreed by and between the parties hereto that the amount in **Clause 2 above includes a payment of \$13,800.00 as an incentive** to the Grantors for the timely signing of this Right of Way Contract. This Incentive Payment offer will expire sixty (60) days from the Initiation of Negotiations, which occurred on [9/17/2024](#). [LL](#)
4. The State shall pay all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction, and if title insurance is desired by the state, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer taxes (as State is exempt from such taxes). This transaction shall be handled through an internal escrow by the State of California, Department of Transportation, District 03, 703 B Street, Marysville, California, 95901. [LL](#)
5. The undersigned Grantor warrants that **COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** is the owner in fee simple of the property affected by the Grant Deed, that **COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**, has the exclusive right to grant this right.
-

- 
6. It is understood and agreed by and between the parties, hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and assignees.
  7. State shall take title subject to all matters recorded and/or unrecorded. LL
  8. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.
  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 agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a waiver will be required from any lessee that has a lease term exceeding one month. Said waiver is to be provided prior to the close of escrow.
  10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the **Parcel No. 38913-1** by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 herein are paid to the Grantor. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date. LL
  11. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2 includes, but is not limited to, payment for any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction of the proposed highway, including, but not limited to, any expense which may be entailed by the Grantor in restoring the utility of their remaining property. LL
  12. 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 State, shall be left in as good condition as found.
-



13. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

In Witness Whereof, the Parties have executed this agreement the day and year first above written

AS VESTED  
**COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE  
OF CALIFORNIA**

Heidi Noel for. 11/15/2024  
HARDY BULLOCK DATE  
Chair of the Board of Supervisors

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

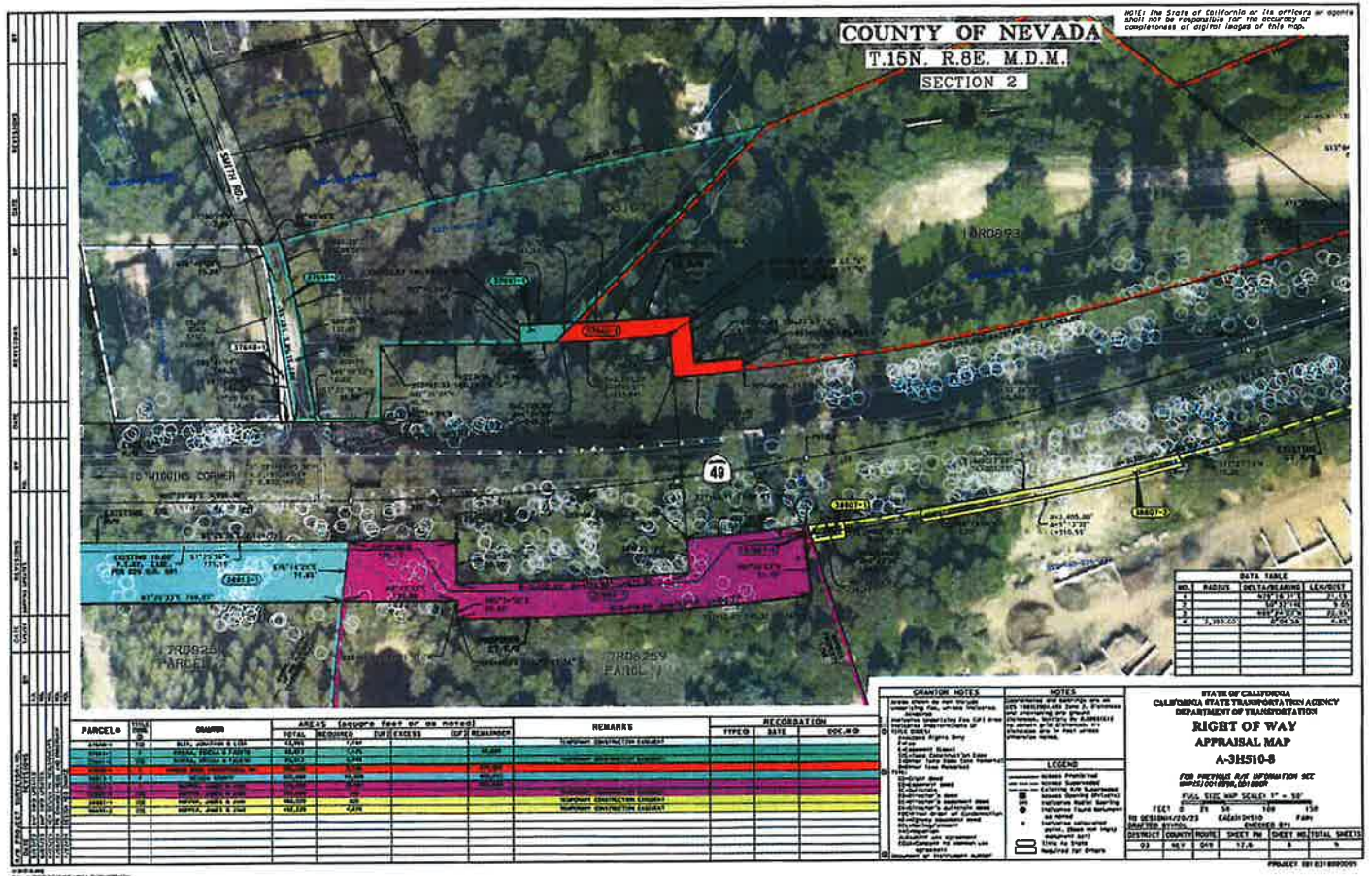
BY Lyneda Lincoln 11/18/2024  
LYNEDA LINCOLN DATE  
Right of Way Agent  
Marysville

BY Janel D. Wilson 12/11/24  
JANEL D. WILSON DATE  
Assistant Chief  
North Region Right of Way  
Marysville

For BY Ada Colangelo 12/10/2024  
HARDEEP PANNU DATE  
Senior Right of Way Agent  
Acquisition & State Lands  
Marysville

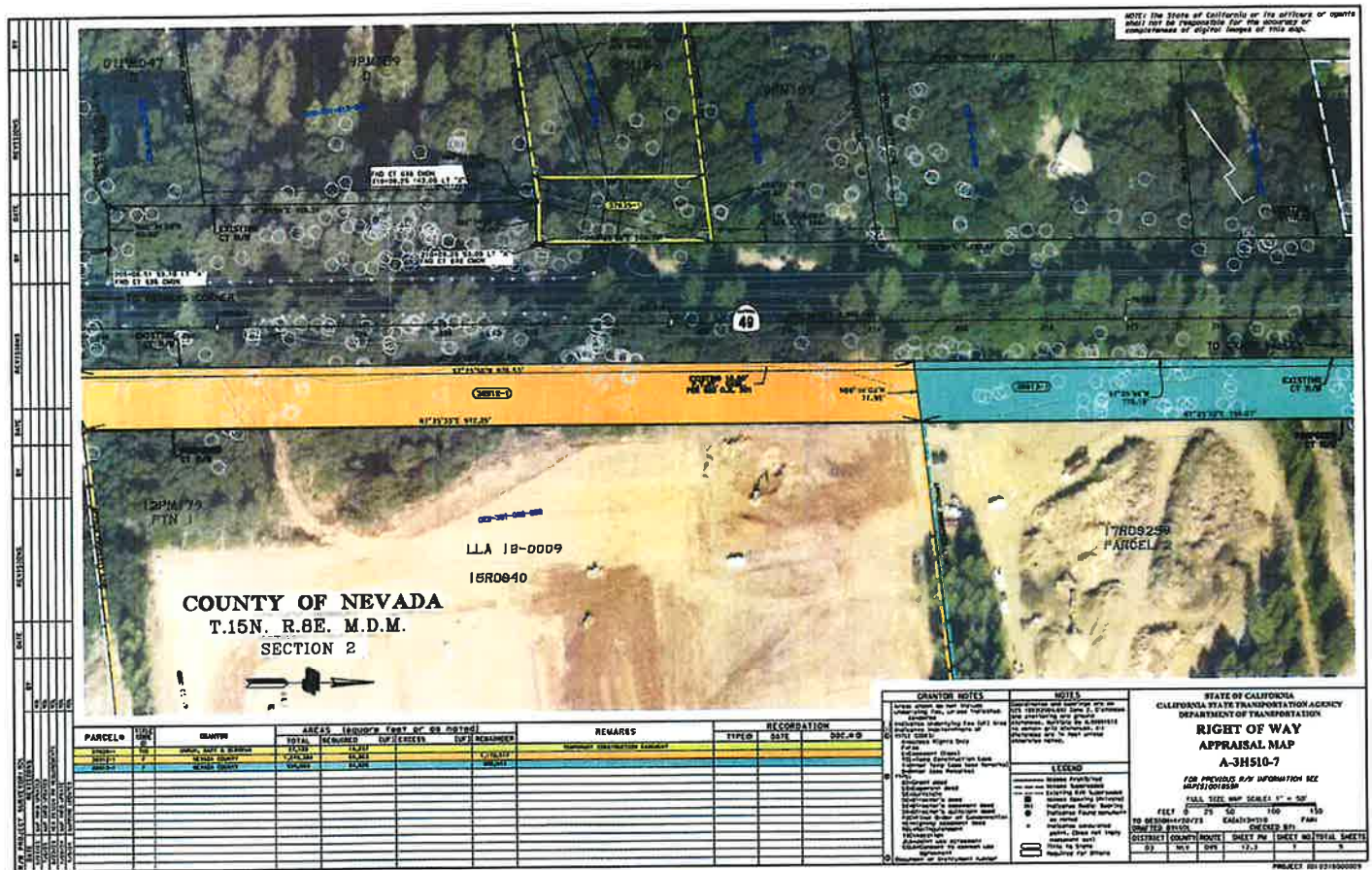
**No Obligation Other Than Those Set Forth Herein Will Be Recognized**

Exhibit B





## Exhibit A



**RIGHT OF WAY CONTRACT  
STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

**CONFIDENTIAL**

This document contains personal information, and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

Page 1 of 5

APN 022-331-039

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
03	NEV	49	12.3	3H510 / 0318000009	SHOPP	P049(191)	County of Nevada, a political subdivision of the State of California	38912-1

Nevada City, CaliforniaNovember 15, 2024COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE  
STATE OF CALIFORNIA

Grantor

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

**Document No. 38912-1** in the form of a **GRANT DEED** to the **State of California**, covering the property particularly described in the above instrument, covering the property as delineated on the attached map identified as Exhibit "A", has been executed and delivered to **LYNEDA LINCOLN**, Right of Way Agent for the State of California.

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 State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described as **Document No. 38912-1** for State highway 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.
- (D) The parties to this agreement shall, pursuant 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. Part 21 and 28 C.F.R. Section 50.3.
- (E) 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 agreement.
2. The State shall pay the undersigned Grantor the sum of **\$196,900.00 (\$179,000.00 in Fair Market Value Just Compensation plus a \$17,900.00 Incentive Payment as described in Clause 3 below)** for the property rights conveyed in this transaction. *LL*
3. In addition to Fair Market Value Just Compensation, it is agreed by and between the parties hereto that the amount in **Clause 2 above includes a payment of \$17,900.00 as an incentive** to the Grantors for the timely signing of this Right of Way Contract. This Incentive Payment offer will expire sixty (60) days from the Initiation of Negotiations, which occurred on 9/17/2024. *LL*
4. The State shall pay all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction, and if title insurance is desired by the state, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer taxes (as State is exempt from such taxes). This transaction shall be handled through an internal escrow by the State of California, Department of Transportation, District 03, 703 B Street, Marysville, California, 95901. *LL*
5. The undersigned Grantor warrants that **COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** is the owner in fee simple of the property affected by the Grant Deed, that **COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**, has the exclusive right to grant this right.
-

6. It is understood and agreed by and between the parties, hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and assignees.
7. State shall take title subject to all matters recorded and/or unrecorded. LL
8. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.
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 agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a waiver will be required from any lessee that has a lease term exceeding one month. Said waiver is to be provided prior to the close of escrow.
10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the **Parcel No. 38912-1** by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 herein are paid to the Grantor. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date. LL
11. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2 above is a payment in full to compensate Grantor for the expense of performing the following work:
  - Metal Sign Relocation
  - Galvanized steel access gate relocation

The Grantor releases the State from any obligation to perform said work. Grantor will perform the metal sign and galvanized steel access gate relocation by **November 18, 2025**, and will inform the representative for the Right of Way Office in the California Department of Transportation that the work has been completed. LL

---



12. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2 includes, but is not limited to, payment for any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction of the proposed highway, including, but not limited to, any expense which may be entailed by the Grantor in restoring the utility of their remaining property. *LL*
13. 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 State, shall be left in as good condition as found.

**This space intentionally left blank**

---



14. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

In Witness Whereof, the Parties have executed this agreement the day and year first above written

**AS VESTED**  
**COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE**  
**OF CALIFORNIA**

*Hardy Bullock* *11/15/2024*  
HARDY BULLOCK DATE  
Chair of the Board of Supervisors

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

BY *Lyneda Lincoln* *11/18/2024*  
LYNEDA LINCOLN DATE  
Right of Way Agent  
Marysville

BY *Janel D. Wilson* *12/11/24*  
JANEL D. WILSON DATE  
Assistant Chief  
North Region Right of Way  
Marysville

For BY *Ada Colangelo* *12/10/2024*  
HARDEEP PANNU DATE  
Senior Right of Way Agent  
Acquisition & State Lands  
Marysville

**No Obligation Other Than Those Set Forth Herein Will Be Recognized**

**RIGHT OF WAY CONTRACT  
STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

**CONFIDENTIAL**

This document contains personal information, and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

Page 1 of 4

APN 022-331-040

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
03	NEV	49	12.0	3H510 / 0318000009	SHOPP	P049(191)	County of Nevada, a political subdivision of the State of California	37666-1

Nevada City, CaliforniaNovember 15, 2024COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE  
STATE OF CALIFORNIA

Grantors

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

**Document No. 37666-1** in the form of a **GRANT DEED** to the **State of California**, covering the property particularly described in the above instrument, covering the property as delineated on the attached map identified as Exhibit "A", has been executed and delivered to **LYNEDA LINCOLN**, Right of Way Agent for the State of California.

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 State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described as **Document No. 37666-1** for State highway 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.
- (D) The parties to this agreement shall, pursuant 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. Part 21 and 28 C.F.R. Section 50.3.
- (E) 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 agreement.
2. The State shall pay the undersigned Grantor the sum of **\$56,200.00 (\$51,100.00 in Fair Market Value Just Compensation plus a \$5,100.00 Incentive Payment as described in Clause 3 below)** for the property rights conveyed in this transaction. LL
3. In addition to Fair Market Value Just Compensation, it is agreed by and between the parties hereto that the amount in **Clause 2 above includes a payment of \$5,100.00 as an incentive** to the Grantors for the timely signing of this Right of Way Contract. This Incentive Payment offer will expire sixty (60) days from the Initiation of Negotiations, which occurred on 9/17/2024. LL
4. The State shall pay all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction, and if title insurance is desired by the state, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer taxes (as State is exempt from such taxes). This transaction shall be handled through an internal escrow by the State of California, Department of Transportation, District 03, 703 B Street, Marysville, California, 95901. LL
5. The undersigned Grantor warrants that **COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** is the owner in fee simple of the property affected by the Grant Deed, that **COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**, has the exclusive right to grant this right.
-

- 
6. It is understood and agreed by and between the parties, hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and assignees.
  7. State shall take title subject to all matters recorded and/or unrecorded. LL
  8. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.
  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 agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a waiver will be required from any lessee that has a lease term exceeding one month. Said waiver is to be provided prior to the close of escrow.
  10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the **Parcel No. 37666-1** by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 herein are paid to the Grantor. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
  11. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2 includes, but is not limited to, payment for any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction of the proposed highway, including, but not limited to, any expense which may be entailed by the Grantor in restoring the utility of their remaining property. LL
  12. 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 State, shall be left in as good condition as found.
-

13. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

In Witness Whereof, the Parties have executed this agreement the day and year first above written

**AS VESTED**  
**COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE**  
**OF CALIFORNIA**

Heidi Bullock 11/15/2024  
HARDY BULLOCK DATE  
Chair of the Board of Supervisors

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

BY Lyneda Lincoln 11/18/2024  
LYNEDA LINCOLN DATE  
Right of Way Agent  
Marysville

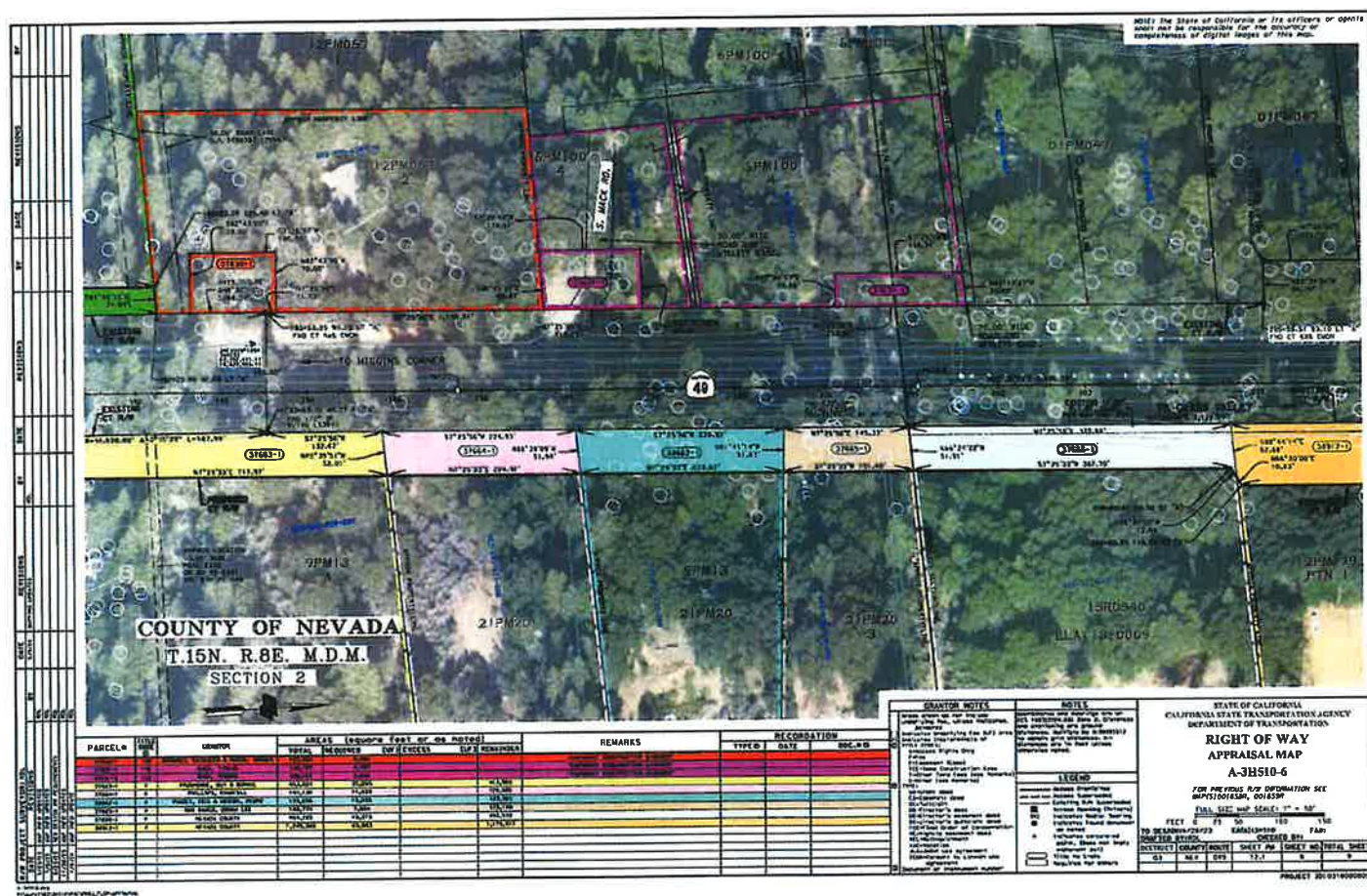
BY Janel D. Wilson 12/11/24  
JANEL D. WILSON DATE  
Assistant Chief  
North Region Right of Way  
Marysville

For BY Ada Colangelo 12/10/2024  
HARDEEP PANNU DATE  
Senior Right of Way Agent  
Acquisition & State Lands  
Marysville

**No Obligation Other Than Those Set Forth Herein Will Be Recognized**



## Exhibit A



**RIGHT OF WAY CONTRACT**  
**STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

**CONFIDENTIAL**

This document contains personal information, and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

Page 1 of 5

APN 022-331-039

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
03	NEV	49	12.3	4E170	SHOPP	N/A	County of Nevada, a political subdivision of the State of California	38782-1

Nevada City, CaliforniaNovember 15, 2024COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE  
STATE OF CALIFORNIA

Grantor

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

This **Document No. 38782-1** in the form of a **Temporary Construction Easement (TCE)** to the **State of California**, covering the property as delineated on the map identified as Exhibit "A", particularly described in Clause #9 below has been executed and delivered to **LYNEDA LINCOLN**, Right of Way Agent for the State of California.

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 State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described as **Parcel No. 38782-1** for State highway 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.

- 
- (D) The parties to this agreement shall, pursuant 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. Part 21 and 28 C.F.R. Section 50.3.
- (E) 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 agreement.
2. The State shall pay the undersigned Grantor the sum of **\$49,500.00 (\$45,000.00 in Fair Market Value Just Compensation plus a \$4,500.00 Incentive Payment as described in Clause 3 below)** for the property or interests conveyed in this transaction.
3. In addition to Fair Market Value Just Compensation, it is agreed by and between the parties hereto that the amount in **Clause 2 above includes a payment of \$4,500.00 as an incentive** to the Grantors for the timely signing of this Right of Way Contract. This Incentive Payment offer will expire sixty (60) days from the Initiation of Negotiations, which occurred on 9/17/2024. LL
4. The State shall pay all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction, and if title insurance is desired by the state, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer taxes (as State is exempt from such taxes). This transaction shall be handled through an internal escrow by the State of California, Department of Transportation, District 03, 703 B Street, Marysville, California, 95901.
5. The undersigned Grantor warrants that **COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** is the owner in fee simple of the property affected by the temporary construction easement (TCE) that **COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**, has the exclusive right to grant this right.
6. It is understood and agreed by and between the parties, hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and assignees.
-



7. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.
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 agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a waiver will be required from any lessee that has a lease term exceeding one month. Said waiver is to be provided prior to the close of escrow.
9. It is understood and agreed that the amount payable in Clause 2 above includes compensation in full for the actual possession and use of the TCE, identified as **Parcel No. 38782-1**, for the period commencing on **April 17, 2025** and terminating on **December 29, 2029**. If said parcel is no longer necessary for construction purposes, this TCE may be terminated prior to the above date by the Grantee upon written notice to the Grantor. *LL*

This TCE identified as **Parcel No. 38782-1** is for removing three (3) trees, relocating barrier gate, and relocating fence to complete driveway conform. Said easement shall be for a period of **fifty-seven (57)** months.

Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary within the TCE area shown on the map marked Exhibit "A" attached hereto and made a part hereof.

10. The State shall at no expense to Grantor and at the time of highway construction, conform the existing driveway. The existing driveway access will be realigned and will be conformed to the new highway at Post Mile 12.316 of Engineering Station (E.S.) 207+17.3. Upon completion of construction, the road approach will be considered as an encroachment under permit on the State highway and is to be maintained, repaired, and operated as such by Grantor, in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Transportation of said State.
-

- 
11. Permission is hereby granted the State or its authorized agent to enter on Grantor's land, where necessary, to conform an existing driveway as described in Clause 10 of this contract.
  12. 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 State, shall be left in as good condition as found.

**This space intentionally left blank**

---



13. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

In Witness Whereof, the Parties have executed this agreement the day and year first above written

AS VESTED  
**COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE  
OF CALIFORNIA**

Hardy Bullock for 11/15/2024  
HARDY BULLOCK                      DATE  
Chair of the Board of Supervisors

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

BY Lyneda Lincoln 11/18/2024  
LYNEDA LINCOLN                      DATE  
Right of Way Agent  
Marysville

BY Janel D. Wilson 12/11/24  
JANEL D. WILSON                      DATE  
Assistant Chief  
North Region Right of Way  
Marysville

BY Ada Colangelo 12/10/2024  
For HARDEEP PANNU                      DATE  
Senior Right of Way Agent  
Acquisition & State Lands  
Marysville

**No Obligation Other Than Those Set Forth Herein Will Be Recognized**

---



