

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> March 2, 2021	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Public Works & Transportation
<b>APPROVING PARTY:</b> Tim H. Beals, Director
<b>PHONE NUMBER:</b> 530-289-3201

**AGENDA ITEM:** Resolution approving Purchase and Sale Agreement after Memorandum of Possession and Use between Sierra County and Joanna M. Wentz for acquisition of a portion of property identified as Sierra County Assessor's Parcel 007-110-012, required for construction a portion of the Salmon Lake Road Bridge Replacement Project and authorizing signatory.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

**BACKGROUND INFORMATION:** This agreement culminates and finalizes the for necessary right of way acquisition as well for the Salmon Lake Road Right of Way required to proceed to construction of the new bridge. An agreement for possession and use (temporary) was approved last March; this agreement approves the purchase/sale of the right of way. This agreement was ultimately negotiated by Bender Rosenthal Incorporated under Sierra County Agreement 2019-056.

**FUNDING SOURCE:** FHWA  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$4900 N/A

<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2021- _____ Agreement 2021- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CLERK TO THE BOARD _____	DATE _____
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**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**IN THE MATTER  
APPROVING PURCHASE AND ALE AGREEMENT AFTER  
MEMORANDUM OF POSSESSION AND USE  
AUTHORIZATION OF CERTIFICATE OF ACCEPTANCE OF  
RIGHT OF WAY EASEMENT FROM JOANNA M. WENTZ**

**RESOLUTION 2021-\_\_\_\_\_**

**WHEREAS**, the County of Sierra, a political subdivision of the State of California, has maintenance responsibility under the Streets and Highways Code for that certain County maintained highway commonly known as Salmon Lake Road and will construct a project identified as the Salmon Lake Road Bridge Replacement Project which will require a permanent easement over lands owned by Joanna M. Wentz; and,

**WHEREAS**, the easement being acquired is described in Exhibit A, and depicted in Exhibit B, of the referenced Purchase and Sale Agreement after Memorandum of Possession and Use attached hereto and incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Sierra hereby approves the Purchase and Sale Agreement after Memorandum of Possession and Use with Joanna M. Wentz for compensation for acquisition of a portion of property identified as Sierra County Assessor's Parcel 007-110-012, required for construction of a portion of the Salmon Lake Road Bridge Replacement Project authorizes Bryan Davey, Deputy Director of Transportation to sign the Purchase and Sale Agreement after Memorandum of Possession and Use and Joanna M. Wentz.

**BE IT FURTHER RESOLVED** as follows:

- 1) Based on the foregoing, the interest in real property conveyed by the grant of easement dated March 12, 2020 from Joanna Wentz, Grantors, to the County of Sierra, a political subdivision of the State of California, Grantee, is hereby accepted by the County of Sierra by order of the Sierra County Board of Supervisors.
- 2) Authority is hereby conferred upon the Chairman of the Board of Supervisors to execute this Certificate, and to authorize the consent of the County of Sierra to the recording hereof.
- 3) The Clerk of the Board is authorized and directed to execute this resolution and/or certificate of acceptance consistent with the law which will confirm acceptance of the easement deeds as described herein, and to record the grant deed with the County Recorder confirming acceptance of said conveyance.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 2nd day of March, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

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LEE ADAMS  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

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HEATHER FOSTER  
CLERK OF THE BOARD

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DAVID PRENTICE  
COUNTY COUNSEL

## **PURCHASE AND SALE AGREEMENT AFTER MEMORANDUM OF POSSESSION AND USE**

This Purchase and Sale Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the County of Sierra (“Grantee”) and Joanna M. Wentz, surviving joint tenant (“Grantor”). Grantee and Grantor are sometimes individually referred to as “Party” and collectively as “Parties.”

### **RECITALS**

A. Grantor is the owner of certain real property located near the intersection of Gold Lake Highway and Salmon Lake Road, Sierra City, in the County of Sierra, State of California, designated as Assessor’s Parcel No. 007-110-012-0 (“Property”).

B. Grantee desires to acquire a portion of the Property which is necessary for the Salmon Lake Road Bridge Replacement Project (“Project”), a public use for which Grantee has the authority to exercise the power of eminent domain. The Parties acknowledge that this Agreement is made and entered into under threat of eminent domain. The Parties further desire to fully and finally resolve all claims, rights, interests and/or disputes relating to Grantee’s construction and operation of the Project in the manner proposed as well as the acquisition, possession and/or use of the Acquisition Area (defined below).

The portion of interest in the Property to be acquired pursuant to this Agreement (the “Acquisition Area”) is a permanent easement interest in that certain portion of the Property consisting of approximately 42,789± square feet as more fully described in Exhibit A and depicted in Exhibit “B” to the Right-of-Way Easement Deed attached hereto as Exhibit 1 and incorporated herein by this reference.

C. The Parties acknowledge and agree that the Acquisition Area is (i) being acquired for a public use; (ii) necessary for the construction, operation and/or maintenance of the Project; and (iii) being acquired pursuant to this Agreement in lieu of a condemnation action or proceeding.

NOW, THEREFORE, in consideration of the foregoing recitals and the other considerations herein after set forth, the PARTIES agree as follows:

### **AGREEMENT**

#### **1. PURCHASE AND SALE; GRANTEE’S ADDITIONAL WORK.**

a. The PARTIES have herein set forth the whole of their AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration for the acquisition of the Property and shall relieve Grantee of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

b. It is mutually understood the Grantee has compensated the undersigned Grantor the sum of \$4,900.00 (FOUR THOUSAND NINE HUNDRED DOLLARS) pursuant to that certain Possession and Use Agreement dated March 12, 2020. This is the full amount of the Settlement.

c. The Purchase Price reflects the amount within the appraisal which is the fair market value of the Acquisition Area 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, Grantee may elect to recover its cleanup costs as allowed by law.

d. At no expense to the Grantor and at the time of construction, Grantee will install a no trespassing sign. Upon completion of construction, the sign is to be maintained, repaired and operated as such by Owners in accordance with and subject to the laws, rules, and regulations of the County.

## 2. FULL AND COMPLETE SETTLEMENT IN LIEU OF CONDEMNATION.

a. Grantor acknowledges and agrees that payment and receipt of the Purchase Price includes, without limitation, full payment of just compensation for Grantee's acquisition of the Acquisition Area and/or construction and operation of the Project in the manner proposed, including, without limitation, claims for lease bonus value, lost rents, damage to improvements, severance damages, business goodwill, furniture, fixtures and equipment, pre-condemnation damages, claims of inverse condemnation, attorneys' fees, costs, interest, and any and all other damages, causes of action and demands of Grantor against Grantee because of Grantee's purchase of the Acquisition Area and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement. Consistent with the foregoing, Grantor, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Grantee's performance under this Agreement constitutes full and complete satisfaction of Grantee's obligations to compensate Grantor not only for the purchase of the Acquisition Area, but also for construction and/or operation of the Project.

b. Grantor expressly acknowledges that execution of this Agreement does not constitute a waiver or other limitation on Grantee's constitutional and/or statutory right to commence an eminent domain proceeding in Superior Court to either (1) acquire the Acquisition Area to address a defect in Grantor's ability to convey clear and unencumbered title to Grantee; or (2) to clear any additional recorded or unrecorded encumbrances that impact Grantee's ability to own and possess the Acquisition Area free of any encumbrance, license, easement, property right and/or lien.

## 3. GRANTOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS.

Grantor hereby warrants, represents and/or covenants to Grantee that:

- a. Grantor hereby confirm that they previously granted the Grantee the irrevocable right to exclusive possession and use of the property pursuant to said Possession and Use Agreement.
- b. Grantor shall execute all instruments and documents and undertake diligently all actions that may be required in order to consummate the purchase and sale of the Property and use their best efforts to accomplish closing in accordance with the provisions of this Agreement. The contract execution date will be the date that the Grantee signs the Agreement.
- c. Grantor owns the Property in fee simple and has full power and authority to sell, transfer and/or otherwise convey the Acquisition Area to Grantee and to perform its obligations pursuant to this Agreement.
- d. To the best of Grantor's knowledge, there are no action, suits, material claims, mechanics or materialmen liens, legal proceedings or any other proceedings or claims affecting the Property or any portion thereof, at law or in equity before any court or governmental agency, domestic or foreign.
- e. Grantor shall not do anything which would impair Grantor's title to any of the Acquisition Area during the completion of the acquisition process contemplated in this Agreement.
- f. Grantor has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal, reversions, or options to purchase the Property or any portion of the Property. Grantor is not party to nor subject or bound by any agreement, contract, or lease of any kind relating to the Property which would impose an obligation on

Grantee or otherwise affect marketability of title to the Property, except for said Possession and Use Agreement granted to the Grantee. Since the initiation of negotiations with Grantee, Grantor has not entered into any agreements or leases with any person for use of the Property.

- g. Grantor is aware of and shall comply with its obligation under California Health and Safety Code Section 25359.7 to disclose information to Grantee regarding the environmental status of the Property. To Grantor's knowledge, the Property and any contiguous real property owned by Grantor is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property which could affect the Property, including, without limitation, the Acquisition Area, or its use.
- h. Grantor shall upon learning of any fact or condition which would cause any of Grantor's warranties and representations in this Agreement not to be true as of closing, immediately give written notice of such fact or condition to Grantee.
- i. Each of the above warranties and representation is material and is relied upon by Grantee separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date of execution of this Agreement and shall survive the recording of the deeds for the Acquisition Area.
- j. Grantor is responsible for any tax consequences of the sale in the manner proposed.

#### 4. POSSESSION.

Notwithstanding other provisions in the AGREEMENT, the Grantee's right of possession and use of the property including the right to remove and dispose of improvements commenced in accordance with the terms of said PAU. The amount shown in Clause 1(B) includes, but is not limited to, full payment for that possession and use, including damages, if any, from said date.

#### 5. DAMAGE OR DESTRUCTION OF PROPERTY.

Prior to the transfer of title, should the Acquisition Area or any improvements thereon be materially damaged or destroyed by fire, earthquake or other calamity without the fault of Grantee, Grantee may elect to terminate this Agreement by written notice to Grantor. Such termination shall relieve the Parties of their obligations under this Agreement. Grantee, in its sole discretion may elect to reappraise the Property and make an offer to purchase the Property.

#### 6. GRANTEE REPRESENTATION.

Grantee makes no representation, warranty, covenant or agreement that the Project shall be constructed or operated; and Grantor acknowledges and agrees that no obligation, liability or duty whatsoever shall exist or be incurred by Grantee or any other person or entity to Grantor or any other person or entity as a result of any failure to construct or operate the Project for any reason. The foregoing agreement of Grantor shall survive the Closing, or the termination of this Agreement by either party (whether Grantor or Grantee) for any reason, including a breach by the other party.

#### 7. TIME OF ESSENCE.

Time is of the essence of each and every term, condition, obligation and provision of this Agreement.

8. ENTIRE AGREEMENT; WAIVER AND MODIFICATION.

This Agreement is the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the Party to be bound thereby. No waiver by any Party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

9. COUNTERPARTS; COPIES.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Except as required for recordation, the parties as well shall accept copies of signatures, including, without limitation, electronically transmitted (for example, by e-mail, facsimile, PDF or otherwise) signatures.

10. CAPTIONS.

Any captions to, or headings of, the articles, sections, subsections, paragraphs, or subparagraphs or other provisions of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision of this Agreement.

11. NO OBLIGATIONS TO THIRD PARTIES.

Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

12. EXHIBITS.

The Exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

13. NOTICES.

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of mailing when delivered in person or sent by registered or certified mail return receipt requested), postage prepaid, or Federal Express, UPS or other overnight mail carrier, addressed as follows:

TO GRANTOR:	Joanna M. Wentz 68865 Elk Mountain Road Enterprise, CA 97828
TO GRANTEE:	County of Sierra – Public Works Attention: Bryan Davey P.O. BOX 98 Downieville, CA 95936

14. GOVERNING LAW; VENUE.

This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this Agreement shall be commenced exclusively in a court of competent jurisdiction in the County of Sacramento.

15. GRANTEE'S ASSIGNMENT.

Grantee shall have the right, in its sole discretion, to assign this Agreement as well as its rights and remedies in, to and under the deeds to the Acquisition Area, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of Grantor.

16. SUCCESSORS AND ASSIGNS.

This Agreement as well as the deed attached as Exhibit 1 shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

17. RATIFICATION.

This Agreement is subject to the approval and ratification by the Grantee's governing body or its delegated representative.

18. SEVERABILITY.

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

**SIGNATURE PAGE FOLLOWS**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

GRANTOR: Joanna M. Wentz, surviving joint tenant

By: Joanna M. Wentz 2/4/2021  
Joanna M. Wentz Date

GRANTEE: County of Sierra

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

Title: \_\_\_\_\_



Recorded at the request of

County of Sierra

When Recorded Mail to:

Bender Rosenthal, Inc.

Attn: Betsey Cline

2825 Watt Avenue, Suite 200

Sacramento, CA 95821

## EXHIBIT 1

### RIGHT-OF-WAY EASEMENT DEED

Space above this line for Recorder's Use

This document is recorded for the benefit of the County of Sierra and is therefore exempt from the payment of a recording fee pursuant to Government Code Section 27383 or filing fee pursuant to Government Code Section 6103, and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

007-110-012-0

APN

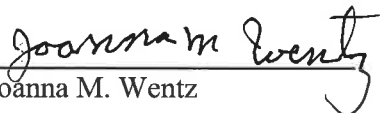
## RIGHT-OF-WAY EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Joanna M. Wentz, surviving joint tenant ("GRANTOR") hereby grants to the County of Sierra, a political subdivision of the State of California, ("GRANTEE") all that real property in the unincorporated area of the County of Sierra, State of California, more particularly described on Exhibit "A" and more particularly depicted on Exhibit "B", attached hereto and hereby made a part hereof.

GRANTOR understands that the present intention of the GRANTEE is to construct and maintain public roadway improvements and appurtenances on the lands hereby conveyed as a permanent easement; for the installation, maintenance and re-construction of a public roadway, together with any appurtenances pertaining thereto.

GRANTEE also acquires the rights for the purpose of planting and maintaining landscaping and GRANTOR for themselves, their successors and assigns, hereby waives any claims for any and all damages to GRANTOR's remainder property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said roadway and appurtenant improvements.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Right-of-Way Easement Deed as of this 4 day of Feb 20 21, 2020.

  
Joanna M. Wentz

**EXHIBIT 'A'**  
**RIGHT-OF-WAY EASEMENT**

All that real property situate in the County of Sierra, State of California, being a portion of the lands of the Oliver W. Wentz and Joanna M. Wentz, as said lands are described in that certain Grant Deed dated April 5, 2001, recorded as Document Number 2001-132058, Official Records of Sierra County, also being in Section 28, Township 21 North, Range 12 East, M.D.B.M., said real property being described as follows:

**COMMENCING** at the Center Quarter corner of said Section 28 as shown on that certain Record of Survey, dated January 16, 1991, recorded in Book 9 of Maps and Surveys, at Page 20 and 21, Sierra County Records; thence along the Quarter Section line of said Section 28, North 89°08'30" East 755.89 feet to the **POINT OF BEGINNING**; thence leaving said Quarter Section line along the following two (2) courses and distances:

- 1) North 00°51'30" East 80.00 feet;
- 2) North 85°17'08" East 446.11 feet to a point on the westerly right-of-way for Gold Lakes Highway and the beginning of a non-tangent curve to the left, concave easterly, having a radius of 1223.45 feet and to which a radial line bears North 86°05'48" E; thence southerly along said right-of-way, through a central angle of 5°10'42", an arc distance of 110.58 feet to a point on the said Quarter Section line; thence along said Quarter Section line, South 89°08'30" West 455.95 feet to the **POINT OF BEGINNING**.

containing 42,791 square feet (0.982 acres), more or less.

The above-described real property is identified on Exhibit 'B' attached hereto and made a part hereof.

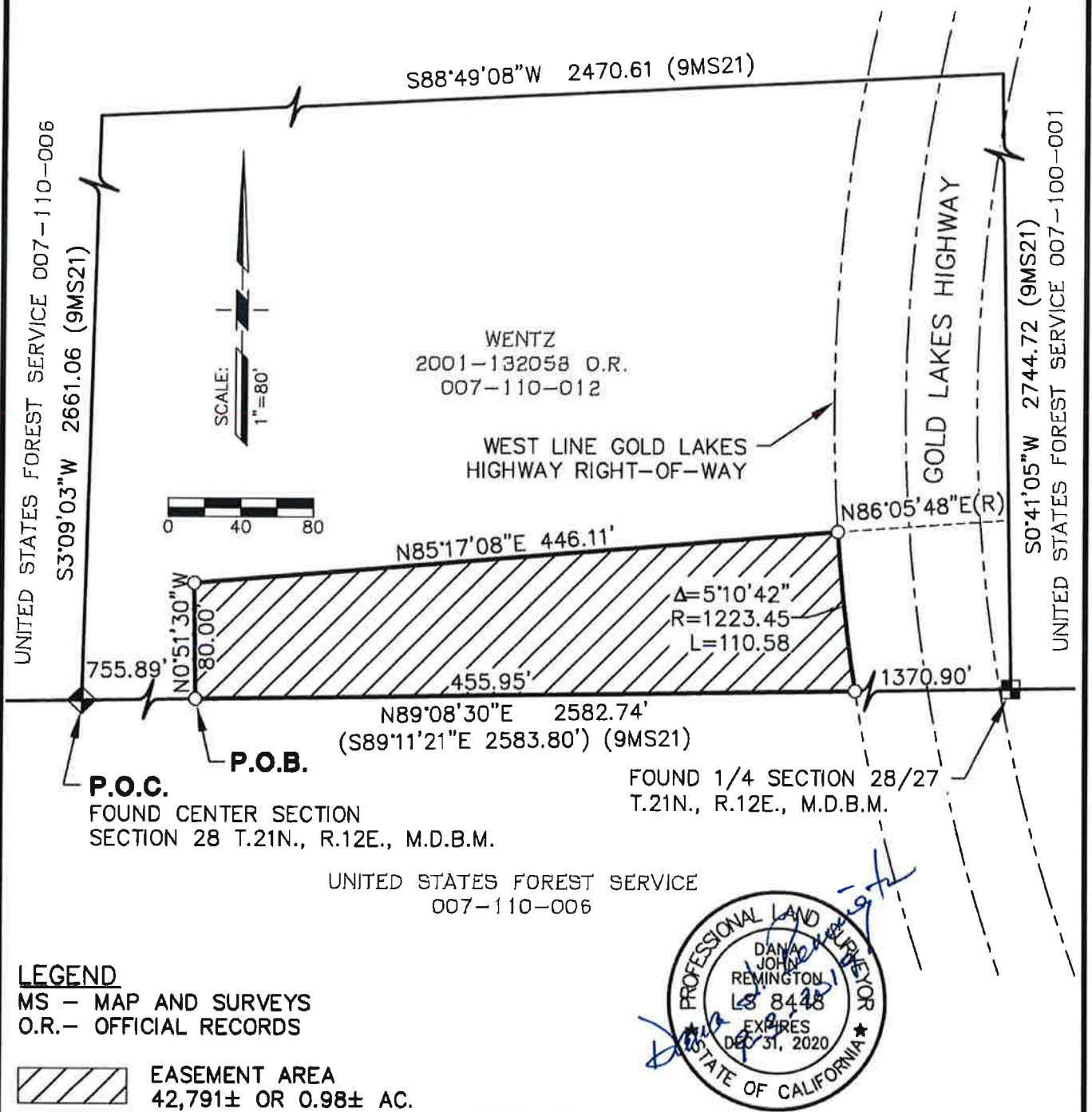
The basis of bearings for this description is identical to that of the Record of Survey recorded in Book 9 of Maps and Surveys at Pages 20 and 21, Sierra County Records.

End of Description

*Dana J. Remington* 9-3-2019  
Dana J. Remington LS No. 8448



# EXHIBIT 'B'



## RIGHT-OF-WAY EASEMENT WENTZ

COUNTY OF SIERRA

STATE OF CALIFORNIA

DATE: 09/3/2019

SCALE: 1" = 100'

DRWN. BY: TRS CHK. BY: DJR

SHEET 1 OF 1

**PSOMAS**

11661 Blocker Drive, Suite 200  
 Auburn, Ca. 95603  
 (530) 885-7072 (530) 885-5798 (FAX)

Plotted: Sep/03/2019 11:34 AM | By: Tim.schooss  
 DWG: N:\6MGE010100\Survey\DESIGN\6MGE010100-EX.dwg

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the attached Right-of-Way Easement to the County of Sierra, a political subdivision of the State of California, by Joanna M. Wentz, surviving joint tenant, within instrument, the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer(s) on behalf of the County pursuant to authority conferred by the Sierra County Board of Supervisors Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer

Dated \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_