

LOCAL ASSISTANCE PROJECT (Off State Highway System)**Local Agency:** County of LakeRight of Way Certification No.: 2Project ID: BRLO-5914 (077)Project Location: Clayton Creek Bridge in Lower Lake, CA

General Project Description: The overall goal of the Project is to replace the existing structurally deficient bridge with a 47-ft and 6-inch-long cast-in place (CIP) reinforced concrete slab bridge at the same location as the existing bridge. The proposed bridge would be a single-span bridge with width of 25 feet and 4 inches providing two traffic lanes with shoulders, for a total paved width of 22 feet. The bridge will be replaced on the same horizontal road alignment as existing. The road will be reconstructed for a length of 270' north of the bridge and 260' south of the bridge. Rock slope protection will be placed under the bridge to protect the foundations and roadway embankment.

1. STATUS OF REQUIRED RIGHT OF WAY

Right of Way has been acquired in accordance with applicable policy and procedure covering the acquisition of real property. Local Agency will have legal and physical possession and right to enter on all lands as follows:

A. Total number of parcels required¹:4

1. Parcels acquired (escrow closed, or Final Order of Condemnation recorded):

0

2. Parcels covered by Order for Possession:

0

3. Parcels covered by executed Right of Way Contract with Possession Clause:

4

Parcel Number	Owner	Project R/W Required ²	Project R/W Required ² TCE	Effective Date	Date Funds Made Available to Owner/Deposited into Escrow ²
012-044-070-000	Ronald Aloise and Sally Aloise, Trustees of the Ronald Aloise and Sally Aloise Trust No. One	Fee	TCE from August 1, 2019 -April 1, 2022	7-26-2019	8-12-19
012-030-060-000	Michael Epidendio and Beverly J. Epidendio, Husband and Wife, as Joint Tenants	Fee	TCE from August 1, 2019 -April 1, 2022	7-17-2019	8-1-2019
012-044-090-000	William John Wilder and Kristi Wilders, Trustees of the W.J. Wilder Family Trust, dated April 10, 2009	Fee	TCE from August 1, 2019 -April 1, 2022	7-24-2019	8-7-2019
012-044-100-000	Donald R. Manley Trust	Fee	NA	7-19-2019	8-1-2019

¹ Parcels listed in items A1-A7 on pages 1 and 2 should total the number shown on line 1A above.

² Funds must be deposited into an escrow account and be made available (able to withdraw), as legally permissible, to the grantor/s, as a condition of use of a possession clause in a Right of Way contract.

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|---|------|
| 4. Parcels covered by Possession and Use Agreement only: | 0 |
| 5. Parcels covered by Right of Entry only (Requires HQs R/W and FHWA pre-approval) ³ : | 0 |
| 6. Parcels Covered by Resolution of Necessity only ⁴ : | 0 |
| 7. Parcels covered by other acquisition documents as follows ⁵ : | 0 |
| 8. Number of Parcels with a value in excess of \$500,000 | 0 |
| Dual Appraisal for each parcel (recommended but not required)? ____ Yes | X No |

B. Construction Permits, other required permits⁶:

0

2. STATUS OF ACCESS CONTROL

Select appropriate statement/s and remove those that do not apply:

Conventional Highway, a highway with no control of access. Abutting property owners have access rights.

3. STATUS OF AFFECTED RAILROAD OPERATING FACILITIES

None affected.

4. MATERIAL SITE

None required.

5. DISPOSAL SITE

None required.

6. STATUS OF REQUIRED UTILITY RELOCATIONS

All utility work has been or will be completed in accordance with applicable policy and procedure covering the adjustment of utility facilities. All utility notices have been issued and arrangements have been made with the owners of all conflicting utility encroachments remaining within the right of way, so that adequate control of the project right of way will be achieved. If applicable, federal participation has been determined.

- All utility work will be completed by a stated date prior to award of the contract (see schedule below).

☐

Project specific utility agreement(s) is(are) fully executed and include(s) the Buy America language.

☒

Buy America compliance is not applicable for utility relocations as Utility Agreements are not required.

³ Rights of Entry must only be used in emergencies, or extremely unusual/extraordinary circumstances. All Rights of Entry must be pre-approved by the Division of HQs RW&LS and approved by FHWA. Funds must be deposited into an escrow account and be made available (able to withdraw), as legally permissible, to the grantor/s, as a condition of using a right of entry.

⁴ To be used only rarely in a Certification No. 3; Resolution of Necessity must be adopted, and the Order for Possession served but is not yet effective.

⁵ This section covers acquisitions where the document is a license, permit etc., not otherwise covered by A1-A6 above. Examples include Licenses from State Lands Commission, Flood Control Districts, and Letters of Consent from US Forest Service.

⁶ These permits are not counted as parcels, are not appraised, recorded, or require payment (e.g. Permits to Enter).

The following utilities are located within the project Rights of Way but require no relocation:

Company	Type Facility
Pacific Gas and Electric	Overhead Electrical
Mediacom	Overhead Cable
Lake County Special Districts	Underground reclaimed water

The following utilities are in conflict with the project and require relocation as follows:

R/W Notice Number & Notice Date	Company	Type of Facility	Liability % (Owner=0) (Local Agency=C)	Utility Agreement Date	Federal Participation (yes/no) ⁷	Relocation Schedule Start Date & End Date (or) Concurrent with construction (or) Bid Item/s listed below ⁸
7/16/19	AT&T	OH Telephone	100% Owner 0% Local Agency	N/A	No	March 15, 2020

7. RIGHT OF WAY CLEARANCE

There were no improvements or obstructions located within the limits of this project.

8. AIRSPACE AGREEMENTS

There are no airspace lease properties within the limits of this project.

9. COMPLIANCE WITH RELOCATION ASSISTANCE PROGRAM REQUIREMENTS

Compliance was not required as there were no displacements for this project.

10. COOPERATIVE AGREEMENTS

None required.

11. ENVIRONMENTAL MITIGATION

No environmental mitigation parcels are required for this project.

12. INDEMNIFICATION BY LOCAL AGENCY

The Local Agency agrees to indemnify, defend, and hold harmless the Department of Transportation (Caltrans) from any and all liabilities which may result in the event the right of way for this project is not clear as certified. The Local Agency shall pay from its own non-matching funds, any costs which arise out of delays to the construction of the project because utility facilities have not been removed or relocated, or because rights of way have not been made available to Local Agency for the orderly performance of the project work.

⁷ A copy of Specific Authorization to Relocate Utility Facilities memorandum must be attached for each facility relocation item.

⁸ Additional information is required for each bid item if highway contractor will complete work as part of the highway contract.

13. CERTIFICATION

I hereby certify the right of way on this project as conforming to 23 CFR 635.309(b) **and** (c)(1) or (c)(2).
The project may be advertised with contract award being made at any time.

Local Agency: County of Lake

Project ID: BRLO5914(077) As Authorized by Resolution No.: _____

By: _____
Scott De Leon, Public Works Director Date

The undersigned Caltrans Official has reviewed this Right of Way Certification as to form and content.
Based on the review of the documents submitted, the Certificate is accepted on behalf of the local public agency.

Accepted as to form and content:

By: _____
Karen Hawkins, Assistant Chief North Region Right of Way Date
Eureka/Redding