

**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

**TRUE E. MYERS
LESLIE A. MYERS**

**APN 060-720-010
OLD 44 DRIVE @ OAK RUN CREEK
BRIDGE REPLACEMENT PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as (the "County"), and True E. Myers and Leslie A. Myers hereinafter known as (the "Grantor").

1. Grantor grants to County a property interest, in the form of Exhibit "1" (the "Deed") attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits "A" and "B" attached thereto (the "Property"). The Deed has been executed by Grantor and delivered to County.
2. Grantor grants to County a temporary construction easement as shown on Exhibit "2", attached hereto and made a part hereof (the "TCE"). Consideration for the TCE is included in the amount payable under section 4. of this contract. County may commence use of the TCE no less than one week following mailing of notification to Grantor by first class mail of County's intention to begin construction of the Old 44 Drive at Oak Run Creek Bridge Replacement Project (the "Project") and terminating upon the earlier of the recordation of the Notice of Completion for the Project, or twenty four (24) months from the date of the notification mailed to Grantor. Prior to its termination, the area of the TCE shall be returned to a condition substantially similar to its condition as existed prior to the use exercised by the County, its contractor, and employees during bridge construction. Upon termination of the TCE, County and its agents and assigns, shall be relieved of any further maintenance responsibility and liability regarding the TCE.
3. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described as replacing the bridge on Old 44 Drive across Oak Run Creek in accordance with the project specifications as shown on the Old 44 Drive at Oak Run Creek Bridge Replacement Project Plan – Contract No. 705927, on file in the Shasta County Surveyor's Office (the "Specifications").
4. County shall:
 - A. For the property interest described in Section 1. above, compensate Grantor in the amount of \$5,800.00. For the TCE described in section 2. above, compensate Grantor in the amount of \$1,700.00, for twenty four (24) months commencing upon use of the TCE as provided for in section 2. above. The compensation provided pursuant to this subsection shall be paid into Escrow No. 1401-23712 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests

that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County's receipt of the compensation.

B. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:

(1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;

(2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;

(3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.

C. Pay all escrow and recording fees incurred in this transaction.

5. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject-to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 3.
6. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
7. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the date in which the Board of Supervisors accepts the Deed conveying the interest in the Property to the County, and compensation paid into escrow account listed in Section 4. of this contract.
8. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.
9. At no expense to Grantor, and at the time of construction of the project, County shall, in accordance with the Specifications, complete the following work on the Property, remove trees and vegetation from the Property as described in the Specifications. Any usable wood will be bucked into 4-foot lengths, and stacked clear of the project work area on Grantor's remaining property. All branches and brush resulting from County's removal of trees on the Property pursuant to this subsection shall be removed from Grantor's remaining property.
10. Upon County's recordation of a notice of completion for the Project, Grantor hereby assumes ownership and responsibility for the improvements constructed and the work undertaken on Grantor's property and releases the County and its employees and agents from any further

responsibility related to the improvements and work performed by County pursuant to Section above.

11. This contract supersedes all previous agreements between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, express or implied, not specified in this contract.
12. Grantor represents and warrants that Grantor has not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this contract. Grantor shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantor.
13. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOWS

NO OBLIGATION, OTHER THAN THOSE SET FORTH HEREIN, WILL BE RECOGNIZED.

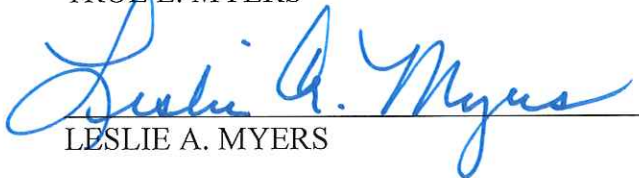
IN WITNESS WHEREOF, County and grantor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

APPROVED:
GRANTOR



TRUE E. MYERS

Date 2-3-17



LESLIE A. MYERS

Date 2-3-17

APPROVED:
County of Shasta

By _____
DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California


Date _____

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors


APPROVED AS TO FORM:
RUBIN E. CRUSE, JR.
County Counsel

By _____
Deputy


By  2/8/17
David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By 

PATRICK J. MINTURN, Director
Department of Public Works

By  02/03/17
Jim Johnson
Risk Management Analyst II

RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT
OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 060-720-010 (a portion)
PROJECT: OLD 44 DRIVE @ OAK RUN CREEK
BRIDGE REPLACEMENT PROJECT (ROAD)
DPW NO. 3H05-2015-03

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T \$11922

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

TRUE E. MYERS AND LESLIE A. MYERS, HUSBAND AND WIFE AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the South one-half of Section 3, Township 31 North, Range 3 West, M.D.B.&M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By _____
TRUE E. MYERS

Dated _____

By _____
LESLIE A. MYERS

Dated _____

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

TRUE E. MYERS AND LESLIE A. MYERS,

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from TRUE E. MYERS AND LESLIE A. MYERS to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2017.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description – Myers, True E. and Leslie A.
Old 44 Drive @ Oak Run Creek Bridge Replacement Project

EXHIBIT "A"

All that real property situated in the South one-half of Section 3, Township 31 North, Range 3 West, M.D.B.&M., in the unincorporated area of County of Shasta, State of California, as conveyed to True E. Myers and Leslie A. Myers by deed recorded June 17, 2009, in Official records Document 2009-0019702, Shasta County Records, lying westerly of the following described line:

COMMENCING at a standard Shasta County centerline monument containing a 2" brass disk stamped "Shasta County Surveyor LS 8055", set at Engineer's Station "O" 15+35.00 P.O.T. of the centerline of monumentation for construction for Old Forty Four Drive, Shasta County Road No. 3H05, as shown on that certain record of survey for Old Forty Four Drive, filed September 14, 2015, in Book 58 of Land Surveys at Page 122, Shasta County Records. **THENCE** along said centerline North 16°42'15" West a distance of 25.09 feet to a point on said centerline, said point being Engineer's Station "O" 15+09.91; **THENCE** leaving said centerline North 73°17'45" East a distance of 10.56 feet to the southern most corner of the conveyed parcel labeled "Road Right of Way Acquisition Area"; as shown on Exhibit 'B', attached hereto and made a part thereof, said point also being the **POINT OF BEGINNING** of this description; **THENCE** North 73°17'45" East a distance of 29.44 feet to a point lying 40.00 feet left of Engineer's Station "O" 15+09.91; **THENCE** North 16°42'15" West a distance of 197.26 feet to a point lying 40.00 feet left of Engineer's Station "O" 13+12.65; **THENCE** North 73°17'47" East a distance of 26.71 feet to a point lying 66.71 feet left of Engineer's Station "O" 13+12.65; **THENCE** North 16°42'15" West a distance of 74.09 feet to a point on the northerly boundary of said conveyed parcel, said point lying 66.71 feet left of Engineer's Station "O" 12+38.56, said point being the **POINT OF TERMINATION** of this description.

Being a portion of APN 060-720-010



EXHIBIT "B"

SCALE 1"=60'

060-720-010
MYERS, TRUE E.
AND LESLIE A.

OAK CREEK DRIVE

060-720-011
SLETNER DONALD R.
AND BARARA J. TR

OAK

RUN

STA. "O" 12+38.56
O/S 66.71' LT.
P.O.T.

STA. "O" 13+12.65
O/S 66.71' LT.

N16°42'15"W

74.09'

N73°17'47"E 26.71'

STA. "O" 13+12.65
O/S 40.00' LT.

N16°42'15"W 197.26'

ROAD
RIGHT OF WAY
ACQUISITION AREA

STA. "O" 15+09.91
O/S 40.00' LT.

N73°17'45"E 29.44'

STA. "O" 15+09.91
O/S 10.56' LT.
P.O.B.

S16° 42' 15"E

OLD 44 DRIVE

EXISTING EDGE
OF PAVEMENT

"O" LINE
OLD 44 DR.
CENTERLINE OF MONUMENTATION
PER 58 LS 122

2" BRASS DISK STAMPED
"SHASTA COUNTY SURVEYOR LS 8055"

STA "O" 15+35.00 P.O.T. 15+35

060-660-061
CRONIC, ROBERT M.
AND MICHELLE I. TR

060-660-016
MASINGALE, RONALD G.
AND LOUISE E. TR

CREEK



EXHIBIT "2"

SCALE 1"=60'



060-720-010
MYERS, TRUE E.
AND LESLIE A.

