

**COUNTY OF SHASTA  
STATE OF CALIFORNIA**

**RIGHT OF WAY CONTRACT**

**ROBERT M. CRONIC AND  
MICHELE I. CRONIC, TRUSTEES  
OF THE ROBERT AND MICHELE  
CRONIC TRUST OF JUNE 14, 2000**

**APN 060-660-061  
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 Robert M. Cronic and Michele I. Cronic, Trustees of the Robert and Michele Cronic Trust of June 14, 2000, 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. 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 @ Oak Run Creek Bridge Replacement Plan – Contract No. 705927, on file in the Shasta County Surveyor's Office (the "Specifications").
3. County shall:
  - A. For the property interest described in Section 1. above, including all compensation for existing landscaping, compensate Grantor in the amount of \$13,630.00. The compensation provided pursuant to this subsection shall be paid into Escrow No. 1401-23711 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.

4. 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.
5. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
6. 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 3. of this contract.
7. 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.
8. At no expense to Grantor, and at the time of construction of the project, as additional compensation for the property interest described in Section 1. above, County shall, in accordance with the Specifications, complete the following work on the Property:
  - A. 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.
  - B. At no expense to the Grantor and at the time of construction, County to relocate approximately 170 feet of existing field fence, along Grantor's new property line and on the Grantor's remaining property in accordance with the Specifications and more particularly shown on Exhibit "2", attached hereto and incorporated herein. If new fence is not installed at time of exiting fence being removed, County will install a temporary fence to protect Grantor's existing crop planted on Grantor's remaining property.
9. 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 9. above.

10. 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.
11. 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.
12. This agreement shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.
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:

ROBERT AND MICHELE CRONIC  
TRUST OF JUNE 14, 2000

  
ROBERT M. CRONIC, TRUSTEE

Date 6/20/17

  
MICHELE I. CRONIC, TRUSTEE

Date 6/20/17

APPROVED:  
County of Shasta

By \_\_\_\_\_  
**DAVID A. KEHOE**, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

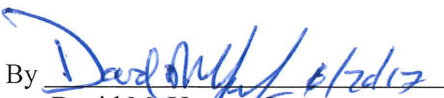
Date \_\_\_\_\_

ATTEST:

**LAWRENCE G. LEES**  
Clerk of the Board of Supervisors


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

By \_\_\_\_\_  
Deputy

By   
David M. Yorton, Jr.  
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By   
**PATRICK J. MINTURN**, Director  
Department of Public Works  
Department of Public Works

By  06/23/17  
Jim Johnson  
Risk Management Analyst III

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. 060-660-061 (a portion)  
PROJECT: OLD 44 DRIVE @ OAK RUN CREEK  
BRIDGE REPLACEMENT PROJECT (ROAD)  
DPW NO. 3H05-2015-01

-----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,

**ROBERT M. CRONIC AND MICHELE I. CRONIC, TRUSTEES OF THE ROBERT AND MICHELE CRONIC TRUST OF JUNE 14, 2000, 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.

THE ROBERT AND MICHELE CRONIC  
TRUST OF JUNE 14, 2000

By \_\_\_\_\_  
ROBERT M. CRONIC, TRUSTEE

Dated \_\_\_\_\_

By \_\_\_\_\_  
MICHELE I. CRONIC, TRUSTEE

Dated \_\_\_\_\_

COUNTY OF SHASTA

STATE OF CALIFORNIA

**EASEMENT DEED**

**ROBERT M. CRONIC AND MICHELE I. CRONIC,  
TRUSTEES OF THE ROBERT AND MICHELE CRONIC TRUST OF  
JUNE 14, 2000**

TO

COUNTY OF SHASTA

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(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 ROBERT M. CRONIC AND MICHELE I. CRONIC, TRUSTEES OF THE ROBERT AND MICHELE CRONIC TRUST OF JUNE 14, 2000 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

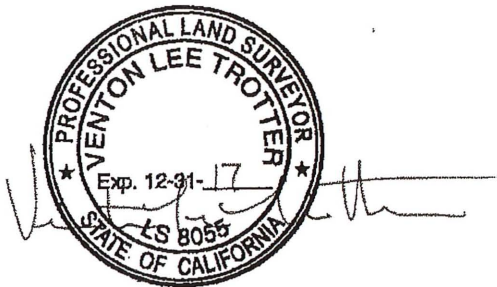
Legal Description – Cronic, Robert M. and Michele I.  
Old 44 Drive @ Oak Run Creek Bridge Replacement Project

## **EXHIBIT "A"**

### **PARCEL ONE**

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 Robert M. Chronic and Michele I. Cronic, Trustees of the Robert and Michele Chronic Trust of June 14, 2000 in Official Records Document 2007-0024318, Shasta County Records, lying northerly and easterly of the proposed Right of Way line as shown on Exhibit "B" attached hereto and made a part thereof, said Right of Way line lying 40.00 feet westerly of and parallel with the centerline of monumentation for 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.

Being a portion of APN 060-660-061





# EXHIBIT "B"

SCALE 1"=50'



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

060-720-011  
SLETNER, DONALD R.  
AND BARBARA J.

OAK RUN

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

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

EXISTING EDGE  
OF PAVEMENT

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

STA: "O" 12+60.49  
OFF: 0.88' RT.

CREEK

STA. "O" 12+73.15  
O/S 40.00' RT.

PROPOSED ROAD  
RIGHT OF WAY  
ACQUISITION AREA

STA. "O" 15+10.00  
O/S 40.00' RT.

S73° 17' 45"W 40'  
STA. "O" 15+10.00  
O/S 0.00'

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

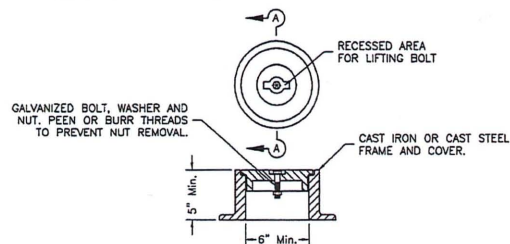
060-660-016 MANSINGALE, TR  
AND LOUISE E. TR  
RONALD G.



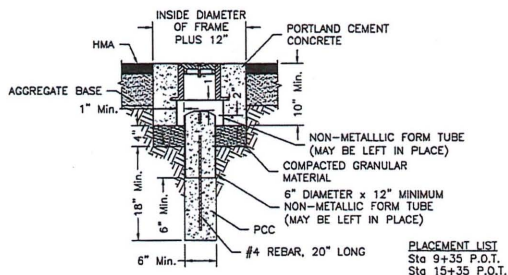


# NOTES

1. THE CONFIGURATION OF THE CAST IRON OR CAST STEEL FRAME AND COVER MAY VARY FROM THAT SHOWN.
2. ALL COMPONENTS AND HARDWARE SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
3. PORTLAND CEMENT CONCRETE SHALL BE CLASS 2 OR MINOR CONCRETE WITH 1" MAXIMUM AGGREGATE.
4. SURVEY MONUMENT TO BE INSTALLED AFTER PAVING HAS BEEN COMPLETED.
5. SURVEY DISK TO BE FURNISHED BY THE COUNTY.



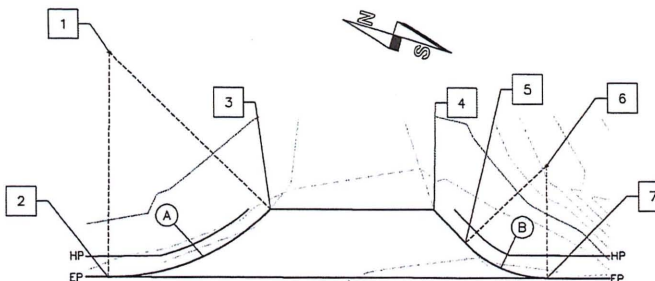
**SECTION A-A**



**SURVEY MONUMENT TYPE D (MODIFIED)**

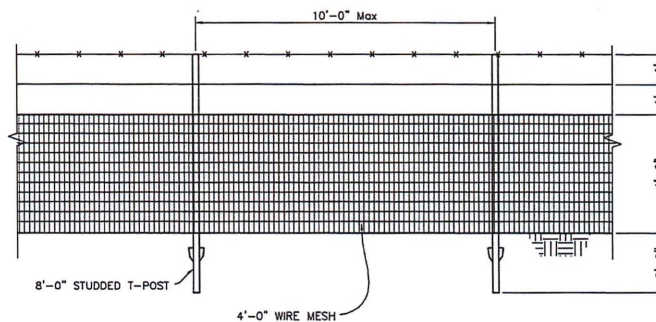
No Scale

0 1 2  
BAR IS TWO INCHES IN LENGTH ON ORIGINAL DRAWING. IF NOT TWO INCHES ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



**DRIVEWAY**

No Scale



**FENCE (TYPE WM, MODIFIED)**

No Scale

- NOTES:  
1. FOR FENCE DETAILS NOT SHOWN SEE STANDARD PLAN A86.

## DRIVEWAY GEOMETRY DATA

No. 1	STATION	ELEVATION
1	42.00' Lt "O" 9+80.40	n/a
2	12.00' Lt "O" 9+80.40	486.19'
3	21.00' Lt "O" 10+01.83	486.11'
4	21.00' Lt "O" 10+23.69	486.47'
5	16.80' Lt "O" 10+27.92	487.04'
6	27.00' Lt "O" 10+38.73	n/a
7	12.00' Lt "O" 10+38.73	487.61'

## DRIVEWAY CURVE DATA

No. 2	R	Δ	T	L
A	30.00'	46d04'36"	12.76'	24.13'
B	15.00'	46d06'51"	6.39'	12.07'

## LEGEND:

- WIRE MESH FENCING
- BARBED WIRE FENCING
- NON-BARBED WIRE FENCING

EXHIBIT "2"

**PRELIMINARY**

**NOT FOR CONSTRUCTION**

REV DATE: 12/27/16 6/16/17		
SWD	SUPERVISING ENGINEER:	S. DAVIS C75673
DRAWN BY:	REGISTERED CIVIL ENGINEER:	C 75673
SWD	STRUCTURES CHECKED BY:	
PROJECT ENGINEER:	APPROVAL DATE:	



STATE OF CALIFORNIA  
COUNTY OF SHASTA  
DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. 705927  
RD. NO. 3H05 BR. NO. 6C-389  
SCALE: AS SHOWN

Old 44 Drive at Oak Run Creek  
Construction Details No. 2

SHEET  
6  
OF  
29