

**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

**JOSEPH J. FITZPATRICK JR. AND
KATHERINE A. FITZPATRICK, AS
TRUSTEES OF THE FITZPATRICK
FAMILY TRUST, DATED OCTOBER 18,
2011**

**APN 207-490-003
OLINDA ROAD CYCLE 5
WIDENING PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as "County", and Joseph J. Fitzpatrick Jr. and Katherine A. Fitzpatrick, as Trustees of The Fitzpatrick Family Trust, dated October 18, 2011, hereinafter known as "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 widening Olinda Road in accordance with the project specifications as shown on the Olinda Road Cycle 5 Widening Project – Contract No. 702977, 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 relocating an existing driveway gate and landscaping rocks, compensate Grantor in the amount of \$3,300.00. The compensation provided pursuant to this subsection shall be paid into Escrow No. 1401-24788 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. In addition to the compensation mentioned in Section 3.A. above, it is agreed the County will pay a sum of \$1,000.00 as an incentive to the Grantor for the timely signing of the Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE YOU RECEIVED THIS CONTRACT BY CERTIFIED MAIL).

C. 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.

D. 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.
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, reconstruct one existing road connection. The road connection shall be considered an encroachment under permit on the County highway and is to be maintained, repaired and operated as such by Grantor, their assigns and successors. Grantor shall grant to County, its employees and agents, permission to enter upon Grantor's property, for the purpose of constructing the public improvements described in the Specifications and accomplishing all necessary incidents thereto including but not limited to the work described in this section. Upon County's recordation of a notice of completion for the Project, Grantor hereby assumes ownership and responsibility for the improvements constructed on Grantor's property and releases the County and its employees and agents from any further responsibility related to the work performed by County pursuant to this section.
9. 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.

10. 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.
11. 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.
12. 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.

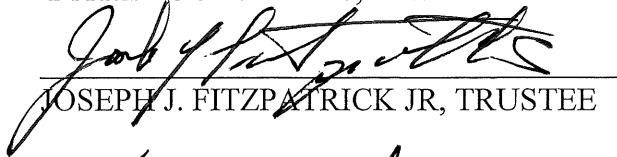
IN WITNESS WHEREOF, County and grantor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

APPROVED:

GRANTOR

THE FITZPATRICK FAMILY TRUST,

DATED OCTOBER 18, 2011


JOSEPH J. FITZPATRICK JR, TRUSTEE

Date 5/18/17.


KATHERINE A. FITZPATRICK, TRUSTEE

Date 5/18/17

APPROVED:

County of Shasta

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

Date _____

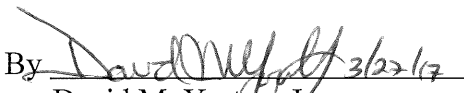
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:


RUBIN E. CRUSE, JR.
County Counsel


By _____
Deputy

By  3/22/17
David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By 
PATRICK J. MINTURN, Director
Department of Public Works

By  03/24/17
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. 207-490-003 (a portion)
 PROJECT: Olinda Road Widening (ROAD)

DPW NO. 2G01-2016-09

-----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,

JOSEPH J. FITZPATRICK, JR. AND KATHERINE A. FITZPATRICK, AS TRUSTEES OF THE FITZPATRICK FAMILY TRUST, DATED OCTOBER 18, 2011, AS COMMUNITY PROPERTY, 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 Northwest one-quarter of Section 19, Township 30 North, Range 4 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 FITZPATRICK FAMILY TRUST
 DATED OCTOBER 18, 2011

By _____
 JOSEPH J. FITZPATRICK JR., TRUSTEE

Dated _____

By _____
 KATHERINE A. FITZPATRICK, TRUSTEE

Dated _____

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

**JOSEPH J. FITZPATRICK, JR. AND KATHERINE A. FITZPATRICK, AS
TRUSTEES OF THE FITZPATRICK FAMILY TRUST, DATED
OCTOBER 18, 2011**

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 JOSEPH J. FITZPATRICK, JR. AND KATHERINE A. FITZPATRICK, AS TRUSTEES OF THE FITZPATRICK FAMILY TRUST, DATED OCTOBER 18, 2011, 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 _____, 2016.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description Fitzpatrick
– Olinda Road Widening Project- West

EXHIBIT "A"

All that portion of real property situated in the northwest one-quarter of Section 19, Township 30 North, Range 4 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Joseph J. Fitzpatrick Jr. and Katherine A. Fitzpatrick, trustees of the Fitzpatrick Family Trust by deed recorded February 9, 2012 in Official Records Document number 2012-004003 Shasta County Records, lying northerly of a Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 30.00 feet southerly of and parallel with the centerline of monumentation for construction of a portion of Olinda Road, Shasta County Road No. 2G01, as shown on that certain Record of Survey for Olinda Road filed March 23, 2016 in Book 58 of Land Surveys at Page 140, Shasta County Records.

Being a portion of APN 207-490-003

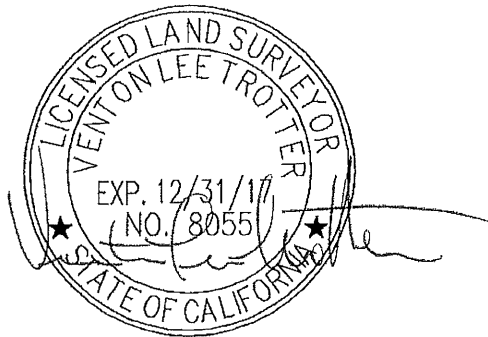


EXHIBIT "B"

SCALE 1"=60'

207-220-002
320 NORTH FORK LLC

