

**COUNTY OF SHASTA  
STATE OF CALIFORNIA**

**REAL PROPERTY PURCHASE AGREEMENT**

**THOMAS R. SEMINGSON  
JUDY SEMINGSON**

**APN: 057-520-015**

This contract is entered into by and between the County of Shasta, hereinafter known as "County", and Thomas R. Semingson and Judy Semingson, 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. County shall:
  - A. Compensate Grantor in the amount of \$301,345.51 for the property interest described in section 1. above. The compensation provided pursuant to this subsection shall be paid into Escrow No. 1401-23215 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 60 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.

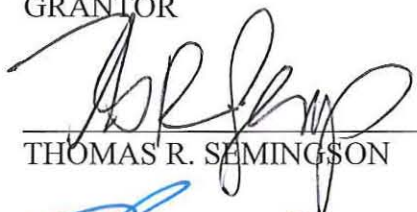
5. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
6. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the date in which the Board of Supervisors accepts the Deed conveying the interest in the Property to the County.
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. 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.
9. 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.
10. 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.
11. Each party acknowledges that they have consulted with and had the opportunity to consult with independent counsel of their choosing in connection with the negotiation and execution of this contract

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 day and year 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

  
\_\_\_\_\_  
THOMAS R. SEMINGSON

Date 10.4.17

  
\_\_\_\_\_  
JUDY SEMINGSON

Date 10.4.17

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  9/19/17  
David M. Yorton, Jr.  
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

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

By  09/19/17  
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. 057-520-015

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

## GRANT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

**THOMAS R. SEMINGSON AND JUDY SEMINGSON, HUSBAND AND WIFE, AS JOINT TENANTS, HEREBY GRANTS** to the **COUNTY OF SHASTA**, a political subdivision of the State of California, the following described real property situated in Section 34, Township 30 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 \_\_\_\_\_  
THOMAS R. SEMINGSON

Dated \_\_\_\_\_

By \_\_\_\_\_  
JUDY SEMINGSON

Dated \_\_\_\_\_

COUNTY OF SHASTA

STATE OF CALIFORNIA

**EASEMENT DEED**

**THOMAS R. SEMINGSON and JUDY SEMINGSON**

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 THOMAS R. SEMINGSON and JUDY SEMINGSON, 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  
BALLS FERRY PARK SITE

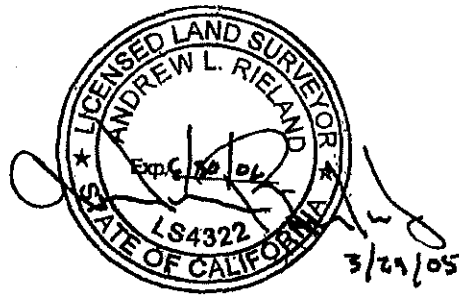
JOB NO. 199.54  
March 29, 2005

EXHIBIT "A"

All that real property being a portion of Section 34, Township 30 North, Range 3 West, M.D.M., situate in the unincorporated territory of Shasta County, California, and being more particularly described as follows:

Commencing at the corner common to Parcel A, Parcel B, and the Easterly right-of-way line of Gover Road, County Road No. 1J01, as the same are shown on Parcel Map No. 26-88, filed in Book 26 of Parcel Maps at page 143, Shasta County Records; thence, on and along said Easterly right-of-way N.37°58'59"W., 312.01 feet; thence, on and along the arc of a 690.00-foot radius curve to the right, through a central angle of 12°20'50", a distance of 148.70 feet, to the TRUE POINT OF BEGINNING; thence, continuing along the arc of said curve, through a central angle of 23°45'07", a distance of 286.04 feet; thence, N.01°53'02"W., 302.94 feet; thence, N.88°48'56"E., 361.81 feet; thence, S.01°48'27"E., 394.57 feet; thence, S.89°41'03"W., 65.07 feet; thence, S.50°26'03"W., 300.43 feet, returning to the TRUE POINT OF BEGINNING and containing some 3.91 acres, more or less.

M:\Jobs\199\199.54\Exhibit A.doc



# EXHIBIT "B"

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	36°05'57"	720.00	453.64'
C2	36°05'57"	690.00	434.73'
C3	12°20'50"	690.00	148.70'
C4	23°45'07"	690.00	286.04'

RADIAL TABLE	
LINE	BEARING
R1	S52°01'01"W
R2	N64°21'51"E
R3	S88°06'58"W

