

**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

**NANCY D. GARBER, TRUSTEE
OF THE NANCY D. GARBER REVOCABLE
TRUST, DATED DECEMBER 15, 2011**

**APN: 087-030-018
GAS POINT ROAD
WIDENING PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as "County", and Nancy D. Garber, Trustee of the Nancy D. Garber Revocable Trust, Dated December 15, 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 Gas Point Road in accordance with the project specifications as shown on the Gas Point Road Widening Plan – Contract No. 702976, on file in the Shasta County Surveyor's Office (the "Specifications").
3. County shall:
 - A. Compensate Grantor in the amount of \$4,400.00 for the property interest described in section 1. above. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-177762 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 EITHER CERTIFIED MAIL OR HAND DELIVERED).
 - 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 as well as compensation shown in Clause 3.A. being placed in said escrow account and made available to Grantor.
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 two existing road connections. The road connections 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. 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 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

NANCY D. GARBER REVOCABLE TRUST
2011, DATED DECEMBER 15, 2011


NANCY D. GARBER, TRUSTEE

Date 01-05-2018

APPROVED:
County of Shasta

By _____
_____, Chairman
Board of Supervisors
County of Shasta
State of California

Date _____

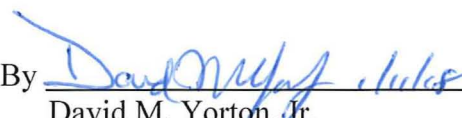
ATTEST:

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

By  01/12/18
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. 087-030-018 (a portion)
PROJECT: Gas Point Rd. Widening (ROAD)

DPW NO. 1H01B-2017-08

-----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,

NANCY D. GARBER, TRUSTEE OF THE NANCY D. GARBER REVOCABLE TRUST 2011, DATED DECEMBER 15, 2011, 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 9, Township 29 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.

NANCY D. GARBER REVOCABLE TRUST 2011,
DATED DECEMBER 15, 2011

By _____
NANCY D. GARBER, TRUSTEE

Dated _____

COUNTY OF SHASTA

STATE OF CALIFORNIA

E A S E M E N T D E E D

**NANCY D. GARBER, TRUSTEE OF THE NANCY D. GARBER
REVOCABLE TRUST 2011, DATED DECEMBER 15, 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 NANCY D. GARBER, TRUSTEE OF THE NANCY D. GARBER REVOCABLE TRUST 2011, DATED DECEMBER 15, 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 _____, 201__.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description Garber
– Gas Point Road Widening Project

EXHIBIT "A"

All that portion of real property situated in the northwest one-quarter of Section 9, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Nancy D. Garber as Trustee of the Nancy D. Garber Revocable Trust 2011, dated December 15, 2011, by deed recorded December 20, 2011 in Official Records Document 2011-0038888, 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 44.00 feet Southerly of and parallel with the centerline of monumentation for construction of a portion of Gas Point Road, Shasta County road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records.

Being a portion of APN 087-030-018



EXHIBIT "B"

SCALE 1"=80'



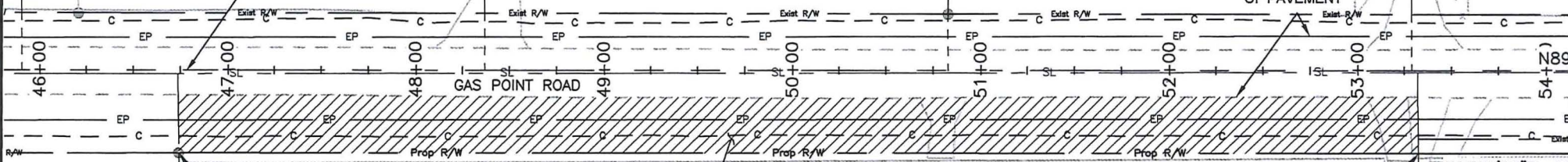
086-160-021
THARP, BILLY D.
AND MARY A.

086-160-020
PARKS, BRYAN F.
AND SANDRA J.

086-160-019
DEESE, DOUGLAS
AND CYNTHIA TR.

"G" LINE
GAS POINT ROAD
CENTERLINE OF
MONUMENTATION
PER 59 LS 30

EXISTING EDGE
OF PAVEMENT



STA: "G" 46+73.99
O/S: 44.00' RT.

PROPOSED
ROAD RIGHT OF WAY
ACQUISITION AREA

STA: "G" 53+32.33
O/S: 44.00' RT.

N89°31'09"E 10

087-030-018
GARBER, NANCY D.

087-030-015
RICHARDS, THOMAS J.
AND LISA R.

087-020-009
DALE, RICH AND LINDA

