

**COUNTY OF SHASTA
STATE OF CALIFORNIA**

EASEMENT AGREEMENT

**COTTONWOOD UNION
SCHOOL DISTRICT**

**APN 087-270-001
GAS POINT ROAD AT PARK DRIVE
CORRIDOR IMPROVEMENT PROJECT**

This agreement for the acquisition of an easement (the "Agreement") is dated and effective as of the latest date shown on the signature page hereto (the "Effective Date"), and is entered into by and between the County of Shasta, a political subdivision of the State of California (the "County"), and the Cottonwood Union School District, a California public school district (the "District"), collectively referred to herein as the Parties.

RECITALS

WHEREAS, District owns the real property and the land appurtenant thereto (the "District Parcel") known as APN 087-270-001, and depicted on the map attached hereto as *Exhibit A*; and

WHEREAS, County desires to improve traffic flow and safety along Gas Point Road by constructing and maintaining a traffic signal, turn lane, sidewalks, curbs, gutters, planter boxes, a pedestrian bridge across Crowley Creek, and other improvements (the "Improvements") along the District Parcel; and

WHEREAS, in order to construct and maintain the Improvements, District desires to convey, and County desires to acquire, a public easement with a legal description as described in *Exhibit B* and as depicted in the diagram in *Exhibit C* (the "Easement"), on the terms and conditions set forth herein; and

WHEREAS, in consideration for the District's granting of the Easement, County agrees to pave and stripe the parking lot located at the West Cottonwood School ballparks (the "Parking Lot"), and District agrees to grant County a temporary construction easement over and across the Parking Lot in order to construct the improvements to the Parking Lot ("Parking Lot Improvements"); and

WHEREAS, an instrument in the form of an easement deed (the "Deed") effecting the District Parcel has been executed concurrently with this Agreement and delivered to a County representative with regard to the Easement, and is attached hereto as *Exhibit D*.

NOW, THEREFORE, in consideration of the rights and obligations set forth below, the Parties mutually agree as follows:

TERMS, CONDITIONS AND COVENANTS

1. **Recitals.** All recitals contained herein are true and correct.
2. **Grant of Easement; Consideration.** Subject to the terms of this Agreement, District grants to County the Easement with a legal description as described in *Exhibit B* and diagram of the Easement as depicted in *Exhibit C*. The Easement is subject to all existing liens, encumbrances,

covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, rights-of-way, and existing improvements pertaining to the Easement area, whether or not of record. The use of the word "Grant" does not imply any warranty on the part of District with respect to the Easement.

In consideration for the District's granting of the Easement, County agrees to construct the Parking Lot Improvements at its sole cost and expense. In order to construct the Parking Lot Improvements, District agrees to grant County a temporary construction easement over and across the Parking Lot. The temporary construction easement over and across the Parking Lot, is a temporary construction easement, which terminates upon completion of the Parking Lot Improvements. For purposes of this Agreement, completion of the Parking Lot Improvements is defined as the date the County records the Notice of Completion with the County Recorder's office. County agrees to develop a paving plan at its sole cost and expense, subject to District approval, for the Parking Lot, showing limits of paving, sidewalk improvements, and proposed parking striping layout, and to construct, pave and stripe the Parking Lot in conformance with said paving plan upon District approval.

3. **Purpose of Easement.** The Easement granted in this Agreement is for the purpose of permitting County a right of way within the Easement area to construct and maintain the Improvements at County's sole cost and responsibility.
4. **Term of Easement; Termination.** The Easement granted by this Agreement shall be a permanent easement.

District reserves the right to terminate this Agreement upon County's failure to cure a default of this Agreement within thirty (30) days after written notice thereof from the District. If the County is in material breach of any of the covenants and agreements set forth in this Agreement, including, without limitation, a change in use of the Property without prior written consent of the District, then District shall have the right to terminate this Agreement and the Easement immediately, at its sole and absolute discretion. Upon notice from the District that it is immediately terminating this Agreement and the Easement, the County shall return the Easement area to the District in operational condition.

5. **Non-Exclusive Easement.** The Easement granted in this Agreement is not exclusive. Notwithstanding the granted Easement, District expressly reserves for itself, its successors and its assigns, the right to use the Easement area or to grant other licenses at the same location, so long as such use does not unreasonably interfere with the rights herein granted.
6. **Maintenance.** County shall maintain the Easement area at its sole cost, expense and responsibility, including all repair, maintenance and any charges, fees or expenses relating to repair and maintenance of the Easement. District shall have absolutely no responsibility for repair, maintenance, replacement or any other charges, fees or expenses relating to the Easement.

Upon completion of the Parking Lot Improvements, the temporary construction easement across the Parking Lot will terminate and District shall maintain the Parking Lot at its sole cost and responsibility and County shall have absolutely no responsibility for repair, maintenance or replacement charges, fees or expenses.

7. **Indemnification.** The County agrees to indemnify, defend and hold harmless District, its Board, Board members, employees, administrators, agents, officers, or invitees from any and all loss or

expense, costs, claims, suits, or damages, including attorney's fees, arising out of any acts, errors or omissions in connection with the performance of this Agreement or use of the Easement area by any person(s), except to the extent such actions or claims are the result of negligence or willful misconduct by the District, its officers, agents or employees.

The District agrees to indemnify, defend and hold harmless County, its Board, Board members, employees, administrators, agents or officers from any and all loss or expense, costs, claims, suits, or damages, including attorney's fees, arising out of any acts, errors or omissions in connection with the performance of this Agreement or use of the Easement area by any person(s), to the extent such actions or claims are the result of negligence or willful misconduct by the District, its officers, agents or employees.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement and the recording of the Deed attached hereto.

8. **Right of Possession and Use.** The right of possession and use of the Easement by County shall commence upon transfer of title to County. For purposes herein, transfer of title is defined as the acceptance of the Deed conveying the Easement interest in the District Parcel to the County.
9. **Amendment.** This Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the Parties.
10. **Agreement Not Assignable.** This Agreement, as well as the Easement granted herein, may not be assigned by the County, except for assignment to another public agency or for utilities purposes, without the express written consent of the District.
11. **Recording.** County shall record the Deed in the Recorder's Office for Shasta County.
12. **Authority.** Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement, and that said entity shall thereby be obligated to perform the terms of this Agreement.
13. **Acceptance.** County shall evidence its acceptance of the Easement by execution and acknowledgment of a Certificate of Acceptance pursuant to California Government Code section 27281, substantially in the form attached to the Deed attached hereto as **Exhibit D**.
14. **Fingerprinting.** California Education Code section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of any services by a County contractor, the contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to District.

15. **Exhibits.** All Exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference as if set forth in full.
16. **Execution in Counterparts.** This Agreement may be executed in counterparts such that signatures may appear on separate signature pages, which when appended together, will constitute one fully executed original.
17. **Entire Agreement.** The Parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the Parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Easement. There are no agreements, representations, or warranties, express or implied, not specified in this Agreement.

IN WITNESS WHEREOF, the Parties 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.

DISTRICT

COTTONWOOD UNION SCHOOL DISTRICT

By: 
Title: Doug Geren, Superintendent

Date: 2-26-18

COUNTY

COUNTY OF SHASTA, CALIFORNIA

By: _____
Les Baugh,
Chairman, Board of Supervisors County of Shasta

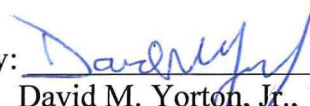
Date: _____

ATTEST:
Lawrence G. Lees,
Clerk, Board of Supervisors County of Shasta

By: _____
Deputy

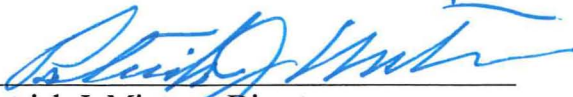
Date: _____

APPROVED AS TO FORM:
Rubin E. Cruse, Jr.,
County Counsel

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


Date: 2/26/18

RECOMMENDED FOR APPROVAL:

By: 
Patrick J. Minturn, Director
Department of Public Works

Date: 2/26/18

RISK MANAGEMENT APPROVAL:

By: 
James Johnson,
Risk Management Analyst III

Date: 02/26/18

EXHIBIT A

Map of District Parcel

[ATTACHED]

EXHIBIT "A"

SCALE 1"=100'



CROWLEY COURT

PARK DRIVE

RHONDA ROAD

GAS POINT ROAD

INTERSTATE 5

087-270-001
COTTONWOOD SCHOOL DISTRICT

087-270-032
COTTONWOOD
COMMUNITY PARK

FIRST STREET

EXHIBIT B

Legal Description of County Easement

[ATTACHED]

Legal Description- Cottonwood Elementary School District
Gas Point Road @ Park Avenue

EXHIBIT "B"

All that portion of real property situated in the northwest one-quarter of the northwest one-quarter of Section 11, T. 29 North, R. 4 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, as conveyed to the Cottonwood Elementary School District, by deed recorded September 22, 1955 in Official Records Document 1955-0009019, Shasta County Records, described as follows:

COMMENCING at a point lying 30.00 feet southerly of the northwest corner of Section 11, T. 29 North, R. 4 West, said point being a found witness corner as shown on that certain Record of Survey recorded October 22, 1952 in Book 13 of Land Surveys at Page 42 of Shasta County Records; Thence North $0^{\circ}37'23''$ West a distance of 5.94 feet to a point lying on the westerly boundary of said conveyed parcel, said point also lying on the proposed Right of Way line of Gas Point Road, as shown on Exhibit "C" attached hereto and made a part hereof, said point also being the **POINT OF BEGINNING** of this description; **THENCE** along said Right of Way line North $89^{\circ}37'30''$ East a distance of 496.87 feet; **THENCE** South $0^{\circ}23'16''$ East a distance of 56.00 feet; **THENCE** North $89^{\circ}37'30''$ East a distance 120.71 feet; **THENCE** North $0^{\circ}23'16''$ West a distance of 32.97 feet; **THENCE** North $89^{\circ}37'30''$ East a distance of 373.21 to a point on the easterly boundary of said parcel, said point being the **POINT OF TERMINATION** of this description.

Being a portion of APN 087-270-001

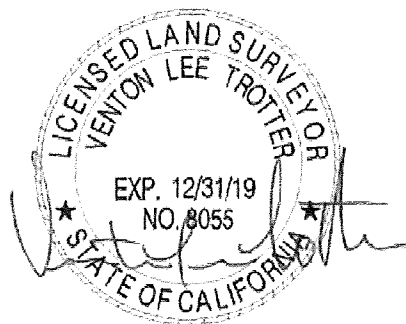


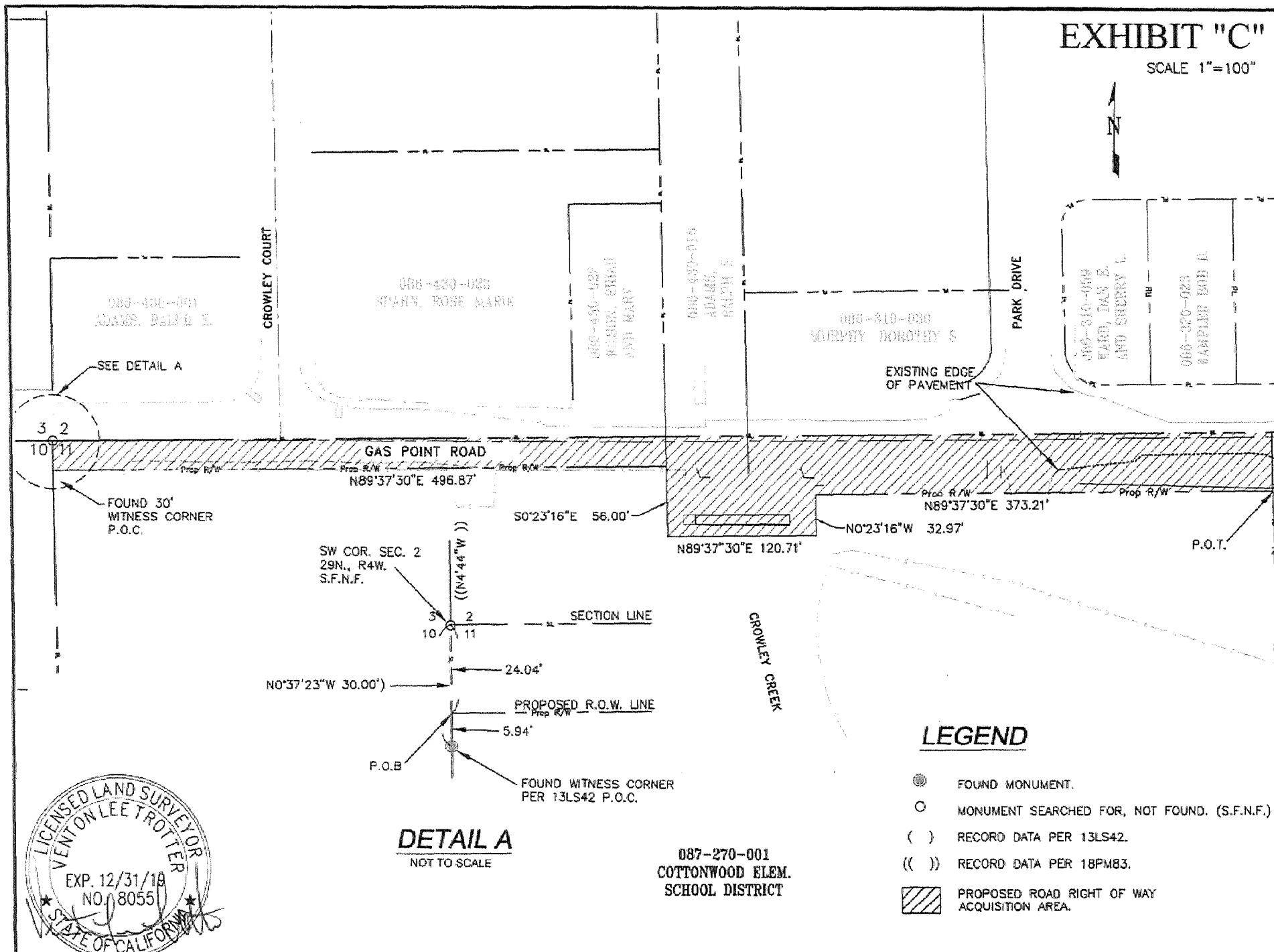
EXHIBIT C

Diagram of County Easement Area

[ATTACHED]

EXHIBIT "C"

SCALE 1"=100'



SEE DETAIL A

EXISTING EDGE OF PAVEMENT

GAS POINT ROAD

N89°37'30"E 496.87'

FOUND 30' WITNESS CORNER P.O.C.

S0°23'16"E 56.00'

N89°37'30"E 120.71'

N89°37'30"E 373.21'

P.O.T.

SW COR. SEC. 2
29N., R4W.
S.F.N.F.

SECTION LINE

N0°37'23"W 30.00'

PROPOSED R.O.W. LINE

P.O.B.

FOUND WITNESS CORNER PER 13LS42 P.O.C.

DETAIL A

NOT TO SCALE

087-270-001
COTTONWOOD ELEM.
SCHOOL DISTRICT

LEGEND

- FOUND MONUMENT.
- MONUMENT SEARCHED FOR, NOT FOUND. (S.F.N.F.)
- () RECORD DATA PER 13LS42.
- (()) RECORD DATA PER 18PM83.
- ▨ PROPOSED ROAD RIGHT OF WAY ACQUISITION AREA.



EXHIBIT D

Easement Deed

[ATTACHED]

EXHIBIT "D"

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. 087-270-001 (a portion)
PROJECT: Gas Point Road @ Park Drive (ROAD)

DPW NO. 0H01B-2017-01

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

Easement Deed

FOR CONSIDERATION, receipt of which is hereby acknowledged,

COTTONWOOD ELEMENTARY SCHOOL DISTRICT 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 the Northwest one-quarter of Section 11, T. 29 North, R. 4 West, M.D.B.&M., in the unincorporated area of the County of Shasta, State of California, more particularly described in **EXHIBITS "1" AND "2"** attached hereto and made a part hereof, pursuant to that certain Easement Agreement, a copy of which is on file in the Cottonwood Elementary School District offices.

By: _____ Dated: _____
DOUG GEREN, SUPERINTENDENT

By: _____ Dated: _____

[ATTACH NOTARY ACKNOWLEDGMENT]

EXHIBIT "1" TO EASEMENT DEED

Legal Description of Easement

[INSERT EXHIBIT]

Legal Description- Cottonwood Elementary School District
Gas Point Road @ Park Avenue

EXHIBIT "1"

All that portion of real property situated in the northwest one-quarter of the northwest one-quarter of Section 11, T. 29 North, R. 4 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, as conveyed to the Cottonwood Elementary School District, by deed recorded September 22, 1955 in Official Records Document 1955-0009019, Shasta County Records, described as follows:

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Being a portion of APN 087-270-001

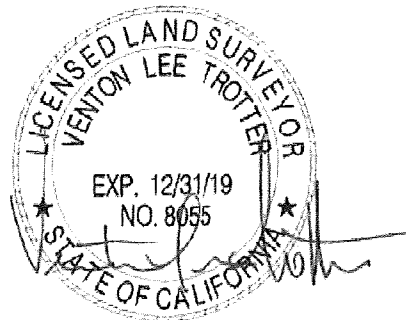


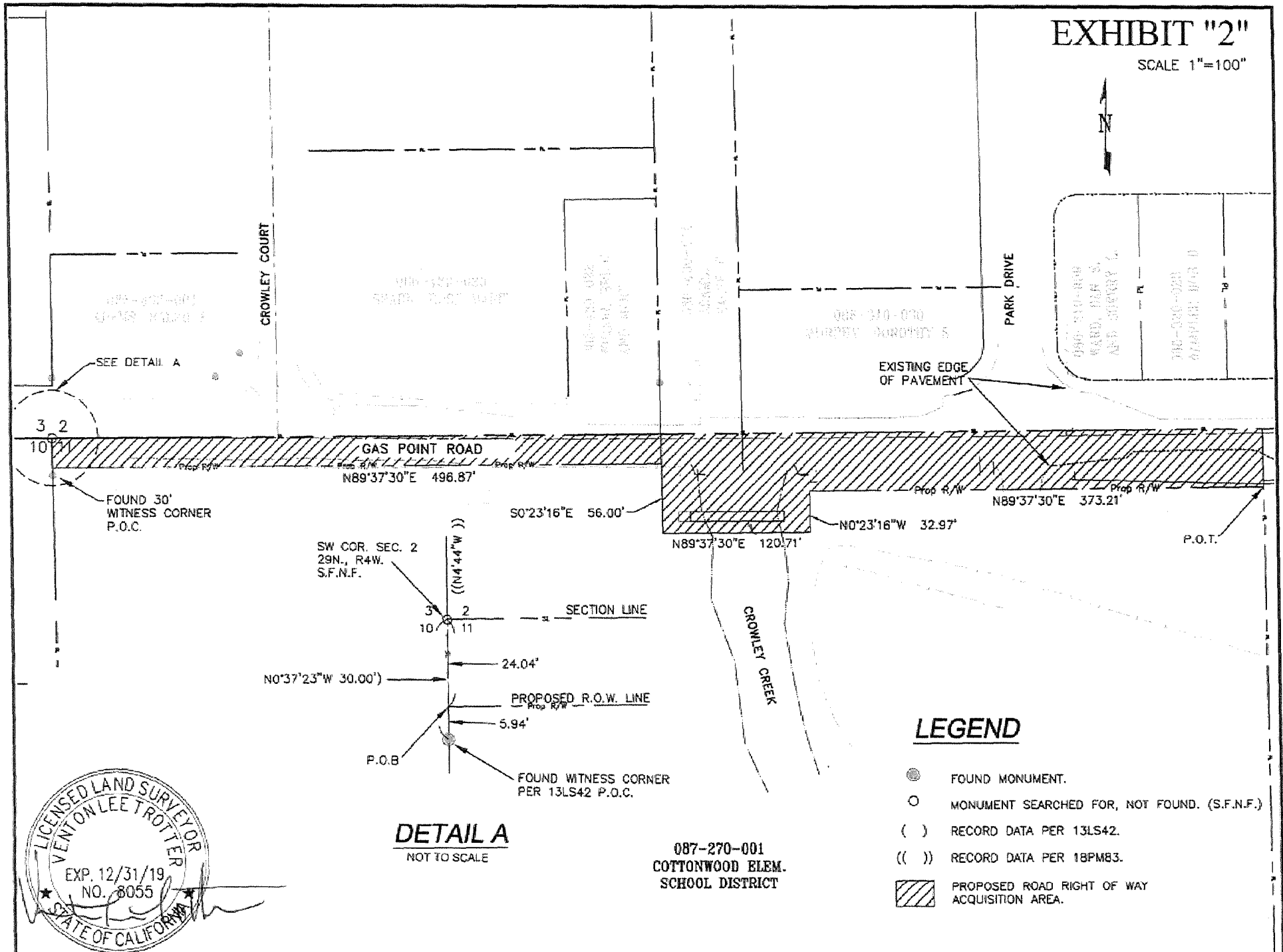
EXHIBIT "2" TO EASEMENT DEED

Diagram of Easement

[INSERT EXHIBIT]

EXHIBIT "2"

SCALE 1"=100'



**COUNTY OF SHASTA
STATE OF CALIFORNIA**

CERTIFICATE OF ACCEPTANCE OF EASEMENT

(GOVERNMENT CODE SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from COTTONWOOD ELEMENTARY SCHOOL DISTRICT, 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 Shasta County 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 _____, 2018.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy