

**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

OXBOW TIMBER I, LLC

**APN 014-040-007
SODA CREEK ROAD AT SODA CREEK
BRIDGE REPLACEMENT PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as (the "County"), and Oxbow Timber I, LLC, a Delaware Limited Liability Company, 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. Grantor grants to County a temporary construction easement as shown on Exhibit "2", attached hereto and made a part hereof (the "TCE"). Consideration for the TCE is included in the amount payable under section 4. of this contract. County may commence use of the TCE no less than one week following mailing of notification to Grantor by first class mail of County's intention to begin construction of the Soda Creek Road at Soda Creek Bridge Replacement Project (the "Project") and terminating upon the earlier of the recordation of the Notice of Completion for the Project, or eighteen months from the date of the notification mailed to Grantor. Prior to its termination, the area of the TCE shall be returned to a condition substantially similar to its condition as existed prior to the use exercised by the County, its contractor, and employees during bridge construction. Upon termination of the TCE, County and its agents and assigns, shall be relieved of any further maintenance responsibility and liability regarding the TCE.
3. 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 Soda Creek Road across Soda Creek in accordance with the project specifications as shown on the Soda Creek Road at Soda Creek Bridge Replacement Plan – Contract No. 705928, on file in the Shasta County Surveyor's Office (the "Specifications").
4. County shall:
 - A. For the property interest described in Section 1. above, compensate Grantor in the amount of \$1,500.00. For the TCE described in section 2. above, compensate Grantor in the amount of \$150.00, for eighteen months commencing upon use of the TCE as provided for in section 2. above. The compensation provided pursuant to this subsection shall be paid into Escrow No. 1401-23713 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.

5. 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.
6. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
7. 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 4. of this contract.
8. 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.
9. 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, remove trees and vegetation from the Property as described in the Specifications. County recognizes there is merchantable timber within the easement area. Grantor will provide oversight of County's contractor during tree removal, prior to start of contract. Grantor will arrange transport of all merchantable timber off of project site. Grantor reserves the right to remove said timber at anytime to prior to start of construction of said Project.
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

OXBOW TIMBER I, LLC, A DELAWARE
LIMITED LIABILITY COMPANY

A. Hultgren

Date 20 - DEC - 2016

By: Roseburg Resources Co,
An Oregon Corporation,
Its Manager

By: Arne Hultgren
Its: Manager-California Lands

APPROVED:
County of Shasta

By _____
PAM GIACOMINI, 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.
David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By Patrick J. Minturn
PATRICK J. MINTURN, Director
Department of Public Works

By Jim Johnson 10/31/16
Jim Johnson
Risk Management Analyst I

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 NO014-040-007(a portion)
PROJECT: Soda Creek rd. @ Soda Creek Bridge Replacement (Bridge)

DPW NO. 0H011-2016-01

-----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,

OXBOW TIMBER I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, 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 North one-half of Section 6, Township 38 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.

OXBOW-TIMBER-I, LLC:

By _____ Dated _____
ARNIE HULGREN, MANAGER
CALIFORNIA LANDS

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

OXBOW TIMBER I, LLC

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 OXBOW TIMBER I, LLC, A DELEWARE LIMITED LIABILITY COMPANY, 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- Oxbow Timber I, LLC
Soda Creek Road @ Soda Creek Bridge Replacement Project

EXHIBIT "A"

All that portion of real property situated in the North one-half of Section 6, Township 38 North, Range 3 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, as conveyed to Oxbow Timber I, LLC, a Delaware Limited Liability Company, by deed recorded March 31, 2011, in Official Records Document 2011-0009481, Shasta County Records, described as follows:

A strip of land, 70 feet in width, lying 35.00 feet on each side of the centerline of construction for Soda Creek Road as shown on that certain Record of Survey for Soda Creek Road at Soda Creek Bridge, filed March 1, 2013 in Book 58 of Land Surveys at Page 123, Shasta County Records. Said Strip commencing at Engineer's Station "S" 9+08.97 and terminating at a point lying North 54°26'35" East a distance of 60.51 feet from Engineer's Station 'S' 13+89.49 as shown on said Record of Survey. Together with an irregularly shaped parcel of land, coincident with said strip, lying northerly of the following line:

Commencing at a point lying on the southerly boundary of said strip, said point lying 35.00 feet right of Engineer's Station "S" 10+47.87 as shown on said Record of Survey; **THENCE** South 75°36'22" East a distance of 39.16 feet to a point lying 62.72 feet right of Engineer's Station "S" 10 +75.54; **THENCE** North 59°20'12" East a distance of 34.29 feet to a point lying 62.72 feet right of Engineer's Station "S" 11+09.83; **THENCE** North 28°24'33" East a distance of 53.93 feet to a point lying on said southerly boundary of said strip, said point lying 35.00 feet right of Engineer's Station "S" 11+56.09

Being a portion of APN 014-040-007

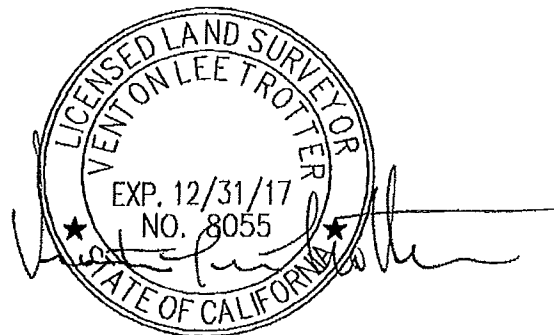
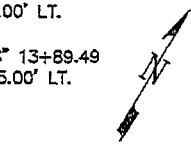
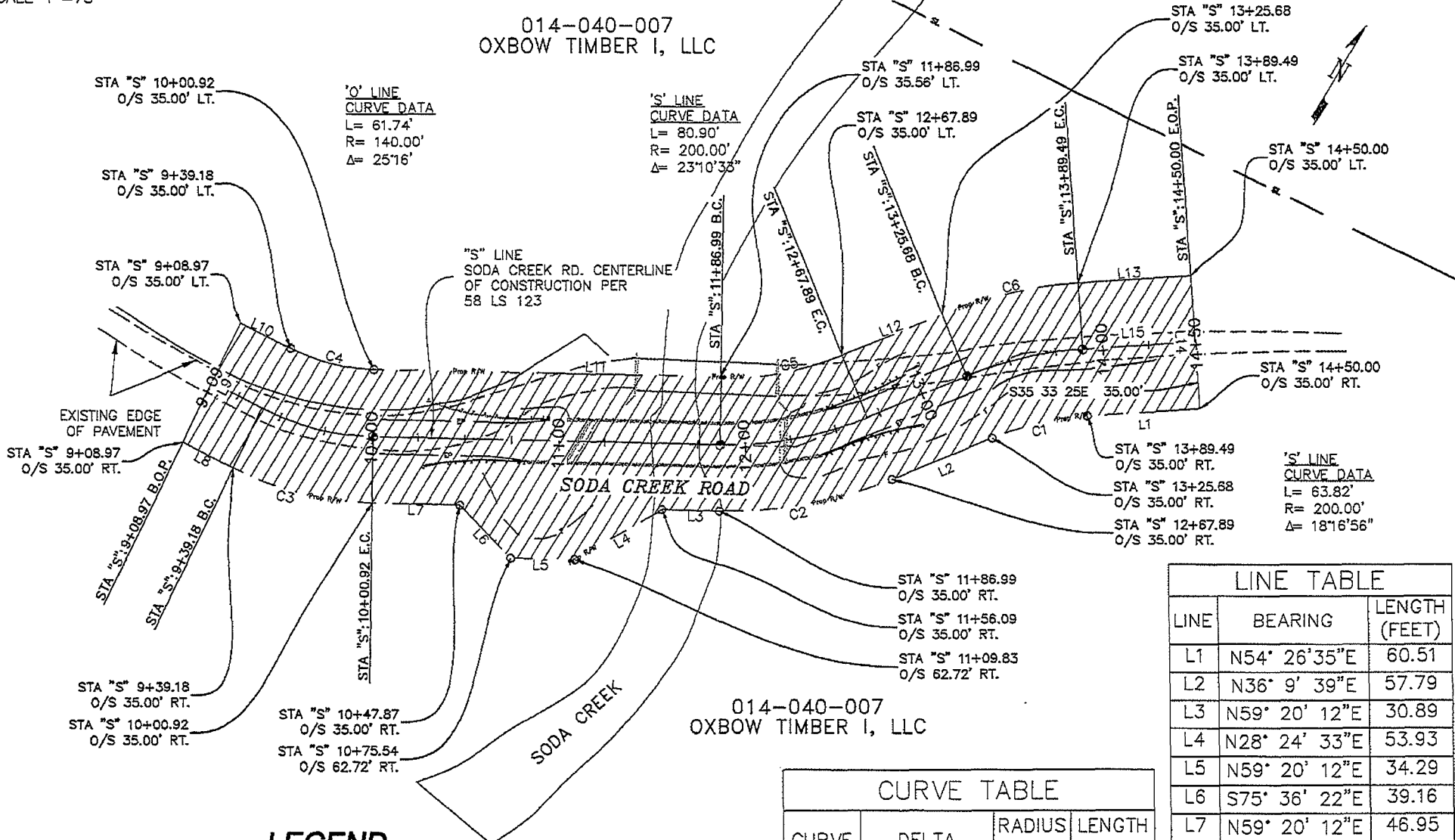


EXHIBIT "B"

SCALE 1"=75'

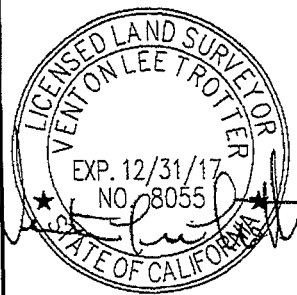
014-040-007
 OXBOW TIMBER I, LLC



LEGEND

- STANDARD 2" SHASTA COUNTY CENTERLINE MONUMENT STAMPED "SHASTA COUNTY SURVEYOR LS 8055".
- 2" DIAMETER BRASS DISK SET IN CONCRETE BRIDGE DECK STAMPED "SHASTA COUNTY SURVEYOR LS 8055".
- CALCULATED POSITION, NOTHING FOUND OR SET.

ROAD RIGHT OF WAY ACQUISITION AREA.



CURVE	DELTA	RADIUS (FEET)	LENGTH (FEET)
C1	18°16'56"	165.00	52.65
C2	23°10'33"	235.00	95.06
C3	25°16'00"	175.00	77.17
C4	25°16'00"	105.00	46.30
C5	23°10'33"	165.00	66.74
C6	18°16'56"	235.00	74.98

LINE	BEARING	LENGTH (FEET)
L1	N54° 26' 35"E	60.51
L2	N36° 9' 39"E	57.79
L3	N59° 20' 12"E	30.89
L4	N28° 24' 33"E	53.93
L5	N59° 20' 12"E	34.29
L6	S75° 36' 22"E	39.16
L7	N59° 20' 12"E	46.95
L8	N84° 36' 13"E	30.21
L9	N5° 23' 47"W	80.00
L10	N84° 36' 13"E	30.21
L11	N59° 20' 12"E	186.07
L12	N36° 9' 39"E	57.79
L13	N54° 26' 35"E	60.51
L14	S35° 33' 25"E	70.00
L15	N54° 26' 35"E	60.51

EXHIBIT "2"

SCALE 1"=75'

014-040-007
 OXBOW TIMBER I, LLC

**'O' LINE
 CURVE DATA**

L= 61.74'
 R= 140.00'
 Δ= 25°16'

**'S' LINE
 CURVE DATA**

L= 80.90'
 R= 200.00'
 Δ= 23°10'33"

"S" LINE
 SODA CREEK RD. CENTERLINE
 OF CONSTRUCTION PER
 58 LS 123

N59° 47' 29"E 150.13'
 STA "S" 11+34.68
 O/S 63.76' LT.

N31° 32' 26"E 61.68'
 STA "S" 10+80.12
 O/S 35.00' LT.

STA "S" 13+04.23
 O/S 35.00' LT.

STA "S":13+25.68 B.C.
 STA "S":12+19.78 E.C.

STA "S":13+89.49 E.C.

STA "S":14+50.00 E.O.P.

EXISTING EDGE
 OF PAVEMENT

STA "S":9+08.97 B.O.P.
 STA "S":9+39.18 B.C.

STA "S":10+00.92 E.C.

SODA CREEK ROAD

SODA CREEK

STA "S" 12+81.46
 O/S 102.85' RT.

**'S' LINE
 CURVE DATA**

L= 63.82'
 R= 200.00'
 Δ= 18°16'56"

N28° 32' 31"W 61.02'

STA "S" 14+39.37
 O/S 96.40' RT.

L=50.27
 R=69.08
 Δ=41°41'29"

STA "S" 13+98.07
 O/S 123.07' RT.

N54° 51' 12"E 84.21'

014-040-007
 OXBOW TIMBER I, LLC

LEGEND

- STANDARD 2" SHASTA COUNTY CENTERLINE MONUMENT
 STAMPED "SHASTA COUNTY SURVEYOR LS 8055".
- 2" DIAMETER BRASS DISK SET IN CONCRETE BRIDGE DECK
 STAMPED "SHASTA COUNTY SURVEYOR LS 8055".
- CALCULATED POSITION, NOTHING FOUND OR SET.



TEMPORARY CONSTRUCTION EASEMENT



CURVE TABLE

CURVE	DELTA	RADIUS (FEET)	LENGTH (FEET)
C1	25°16'00"	175.00	77.17
C2	23°10'33"	235.00	95.06
C3	18°16'56"	165.00	52.65

LINE TABLE

LINE	BEARING	LENGTH (FEET)
L1	N84° 36' 13"E	30.21
L2	N59° 20' 12"E	46.25
L3	N75° 38' 22"E	39.16
L4	N59° 20' 12"E	34.29
L5	N28° 24' 33"E	53.93
L6	N59° 20' 12"E	30.89
L7	N36° 09' 39"E	57.79
L8	N54° 26' 35"E	60.51