

**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

**SHASTA CASCADE TIMBERLANDS LLC, a
Delaware Limited Liability Company**

**APN: 021-200-024
BIG BEND ROAD SLIDE
REPAIR PROJECT**

This contract is entered into by and between the County of Shasta, as Grantee and hereinafter known as "County," and Shasta Cascade Timberlands LLC, a Delaware Limited Liability Company, 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. Grantor grants to County and its successors and assigns a Temporary Construction Easement over, above, on, under, in across, along and through that certain area as described on Exhibit "2", attached hereto and made a part hereof (the "TCE"). The TCE shall be for the purpose of construction activities related to the Big Bend Road Slide Repair Project (the "Project"). Consideration for the TCE is included in the amount payable under Section 5(A) of this contract. The TCE shall become effective January 1, 2023, or upon deposit of funds into escrow, whichever date occurs later.

The TCE will terminate upon the earlier of the recordation of the Notice of Completion for the Project, or December 31, 2028, whichever date occurs first. Prior to its termination, the area of the TCE shall be returned to a substantially similar condition as existed immediately prior to or upon the first use of the TCE exercised by the County. Upon termination of the TCE, County and its agents and assigns, shall have no maintenance responsibility or any other form of obligation or liability regarding the TCE.

Prior to the termination of this TCE, Grantor shall not, without the express prior written consent of County (which may be granted or withheld in County's sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, across, along, through or about the TCE Area or which may interfere with County's use of the TCE Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the TCE Area. Further, prior to the termination of this TCE, Grantor shall not grant or dedicate any easement, right or other interest in, to, on, under or over the TCE Area without obtaining the prior written consent of County, which may be granted or withheld in County's sole and unfettered discretion.

3. If any written notice or communication to Grantor is required or permitted pursuant to the terms and provisions of this contract, Grantor agrees that the following shall serve as a valid address for providing such notice or communication:

Grantor:
Shasta Cascade Timberlands
Attn:

Mailing Address:

Email:

4. The parties have herein set forth the whole of their contract, 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 repairing slide damage on Big Bend Road in accordance with the Project specifications as shown on the Big Bend Road Slide Repair Project Plan – Contract No. 706748, on file in the Shasta County Surveyor's Office (the "Specifications").
5. Compensation and Terms of Conditional Incentive Payment:
 - A. For the property interest described in Section 1 above, County shall compensate Grantor in the amount of \$ 1,700.00, and for the TCE described in Section 2 above, compensate Grantor in the amount of \$ 500.00. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-439459 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 from Placer Title Company.
 - B. Conditional Incentive Payment: Subject to the provisions and conditions set forth herein, in addition to the compensation amount in Section 5(A) above, the County will pay Grantor a total of \$1,500.00 as an incentive if Grantor timely signs this Contract in accordance with these Contract's terms ("Incentive Payment"). Unless timely accepted beforehand, this Incentive Payment offer, and all subsequent such offers, if any, shall expire sixty (60) days from the Date of Receipt by Grantor of County's First Written Offer and County shall have no Incentive Payment obligation. The First Written Offer is the date the County first presents a written offer to Grantor regarding the Property. The Date of Receipt is the earliest of the following: the date the County presents its First Written Offer to Grantor in person; the date of delivery of the First Written Offer by Certified Mail to any Grantor address set forth in Section 3; or, actual receipt by Grantor of the First Written Offer. If Grantor consists of more than one person or entity, then (1) the County may, in its sole discretion, present the First Written Offer to each such person or entity either separately or concurrently; and (2) for purposes for determining the Date of Receipt, the term Grantor shall mean receipt by any one such person or entity. If any Incentive Payment is required to be paid pursuant hereto, then the incentive shall be paid to Grantor within four weeks of the execution and approval of this contract by County, or as soon as reasonably practicable thereafter.
 - C. Grantor acknowledges and understands that payment by County of any compensation, incentive, and any other form of consideration or amount in connection with or arising out of this contract is contingent upon and subject to approval by the Shasta County Board of Supervisors. Accordingly, no compensation, incentive, or any other form of consideration, if any, may be paid to Grantor unless approved by the Shasta County Board of Supervisors.

- D. Grantor further acknowledges, understands, and agrees that if Grantor consists of more than one person or entity, then any compensation or payment required by this contract shall be paid to Grantor collectively and no person or entity comprising the Grantor shall have any independent right to any compensation or payment from County arising out of this contract.
- E. Notwithstanding any language contained herein to the contrary, no compensation shall be paid by County unless and until 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.
- F. County shall pay all escrow and recording fees incurred in this transaction.
6. 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 5(A).
7. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
8. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
9. 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.
10. 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.
11. At no expense to Grantor, and at or following 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, complete the following work on the Property:

- A. Remove trees and vegetation from the Property as described in the Specifications. Any usable wood will be bucked into 4-foot lengths, and stacked clear of the project work area on Grantor's remaining property. All branches and brush resulting from County's removal of trees on the Property pursuant to this subsection shall be removed from Grantor's remaining property.
 - B. 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.
12. This contract supersedes all previous contracts, if any, between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no contracts, representations, or warranties, express or implied, not specified in this contract.
13. 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.
14. The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written contract signed by the parties.
15. In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:
- A. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.
 - B. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject 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 contract on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this contract and to bind the party on whose behalf his/her execution is made.

APPROVED:
GRANTOR



SHASTA CASCADE TIMBERLANDS LLC,
A Delaware Limited Liability Corporation

By: Shasta Cascade Timberlands Inc., a
Delaware Corporation (Sole Member)

Jeremy Marshall
NAME, TITLE
Director of Operations
Vice President

Date 11/10/22

NAME, TITLE

Date _____

APPROVED:
County of Shasta

By _____
LES BAUGH, CHAIR
Board of Supervisors
County of Shasta
State of California

Date _____


ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

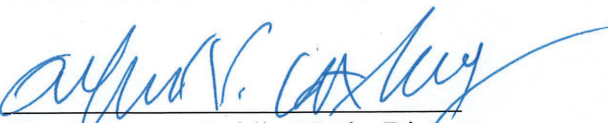
RUBIN E. CRUSE, JR.
County Counsel


By _____
Deputy

By 
Matthew M. McOmber
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By 
Shasta County Public Works Director

By 
James 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. 021-200-024 (a portion)
PROJECT: Big Bend Road Slide Repair Project (ROAD)

DPW NO. 7M01-2022-02

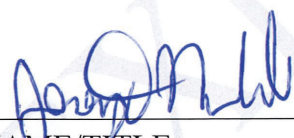
-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T §11922

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

SHASTA CASCADE TIMBERLANDS 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 Section 12, Township 36 North, Range 1 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.

SHASTA CASCADE TIMBERLANDS LLC,
A Delaware Limited Liability Company

By  Director of Ops
NAME/TITLE

Dated 11/10/22

By _____
NAME/TITLE

Dated _____

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

**SHASTA CASCADE TIMBERLANDS LLC,
a Delaware Limited Liability Company**

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 SHASTA CASCADE TIMBERLANDS LLC, a Delaware 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 _____, 202_.

Clerk of the Board of Supervisors

By _____
Deputy

Legal Description – Shasta Cascade Timberlands LLC.
Big Bend Road Slide Repair Project

EXHIBIT "A"

All that portion of real property situated in the southeast quarter of Section 12, Township 36 North, Range 1 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Shasta Cascade Timberlands LLC., a corporation, by deed recorded January 21, 2018 in Official Records Document No. 2018-0001465, Shasta County Records, as shown on Exhibit "B", attached hereto and made a part thereof, including a portion of Big Bend Road, Shasta County Road No. 7M01, as shown on that certain Record of Survey for Big Bend Road filed October 20, 2020, in Book 60 of Land Surveys at Page 14, Shasta County Records described as follows:

Easement 1

COMMENCING at a standard Shasta County centerline monument containing a 2" diameter brass disk stamped "SHASTA COUNTY SURVEYOR LS 8055" set at Engineer's Station "B" 17+41.30 PT of the centerline of monumentation and construction for Big Bend Road, Shasta County Road No. 7M01 as shown on that certain Record of Survey for Big Bend Road, filed October 20, 2020, in Book 60 of Land Surveys at Page 14, Shasta County Records; **THENCE** North 80°26'12" West along said centerline a distance of 51.38 feet to a point on the Southerly line of the northeast quarter of the southwest quarter of Section 12, said point also being Engineers Station "B" 17+92.69, said point also being the **POINT OF BEGINNING** of this description; **THENCE** leaving said centerline North 89°02'03" West along said southerly line a distance of 264.11 feet; **THENCE** leaving said southerly line South 70°13'14" East a distance 48.68 feet to the beginning of a tangent curve concave northeasterly having a radius of 1065.00 feet; **THENCE** southeasterly along said curve a distance of 189.89 feet through a central angle of 10°12'57"; **THENCE** South 80°26'12" East a distance of 75.73 feet to the beginning of a tangent curve concave southwesterly having a radius of 58.50 feet; **THENCE** southerly along said curve a distance of 90.61 feet through a central angle of 88°44'51"; **THENCE** South 81°41'20" East a distance of 65.00 feet to a point on said centerline, said point being at Engineer's Station "B" 15+50.00 P.O.C; **THENCE** continuing South 81°41'20" East a distance of 65.00 feet; **THENCE** North 13°30'59" East a distance 157.66 feet to a point on said southerly line of the northeast quarter of the southwest quarter of Section 12; **THENCE** along said section line North 89°02'03" West along said southerly line a distance of 253.56 feet to the **POINT OF BEGINNING**, said point also being the **POINT OF TERMINATION** of this description.

Easement 2

A strip of land for right of way purposes 60.00 feet in width, lying 30.00 feet on each side of the centerline of monumentation and construction for big bend road as shown on said record of survey.

Said land lying west of the westerly line of the northeast quarter of the southwest quarter of section 12. The sidelines of said 60.00 foot strip to be extended or shortened to terminate on said westerly line of said northeast quarter of the southwest quarter of section 12.

Being a portion of APN 021-200-024

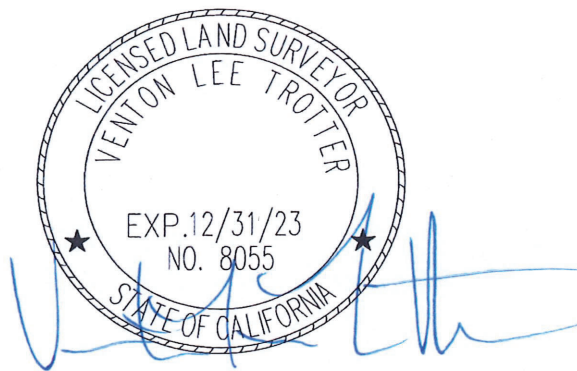
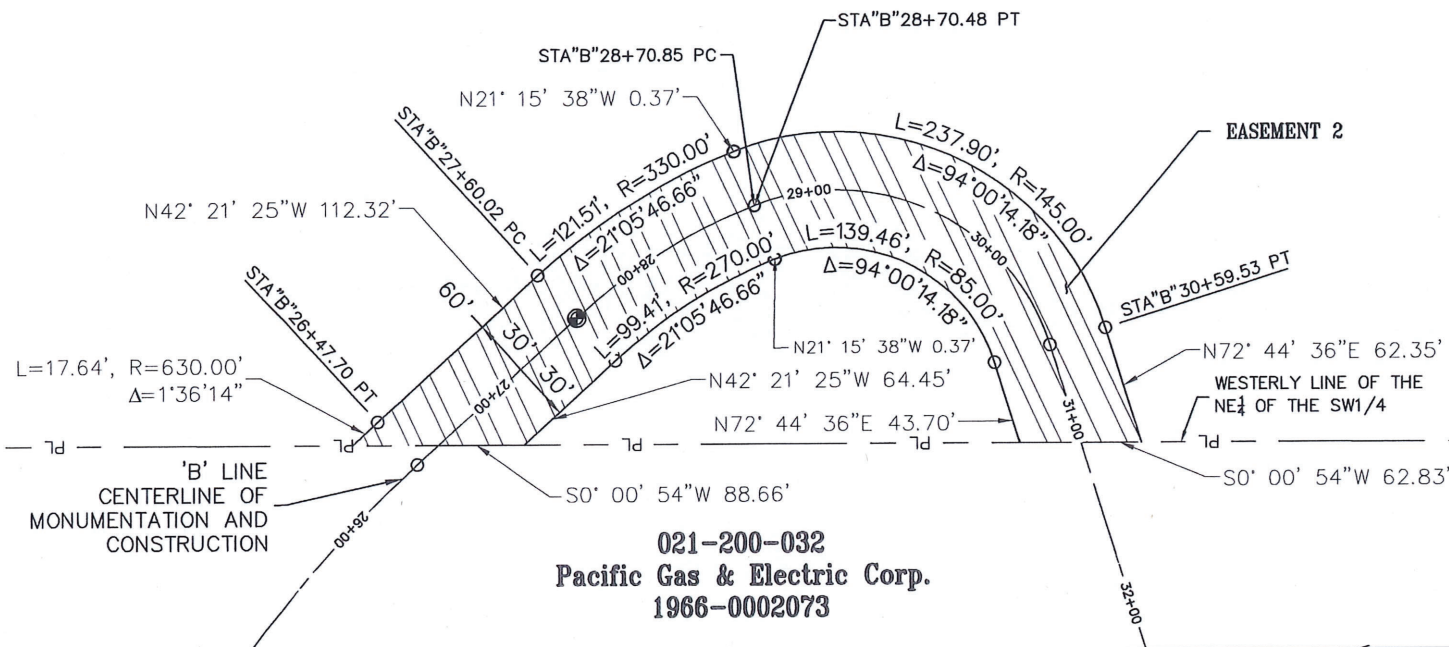


EXHIBIT "B"

SCALE 1"=100'



021-200-024
Shasta Cascade
Timberlands LLC.
2018-0001465



021-200-032
Pacific Gas & Electric Corp.
1966-0002073

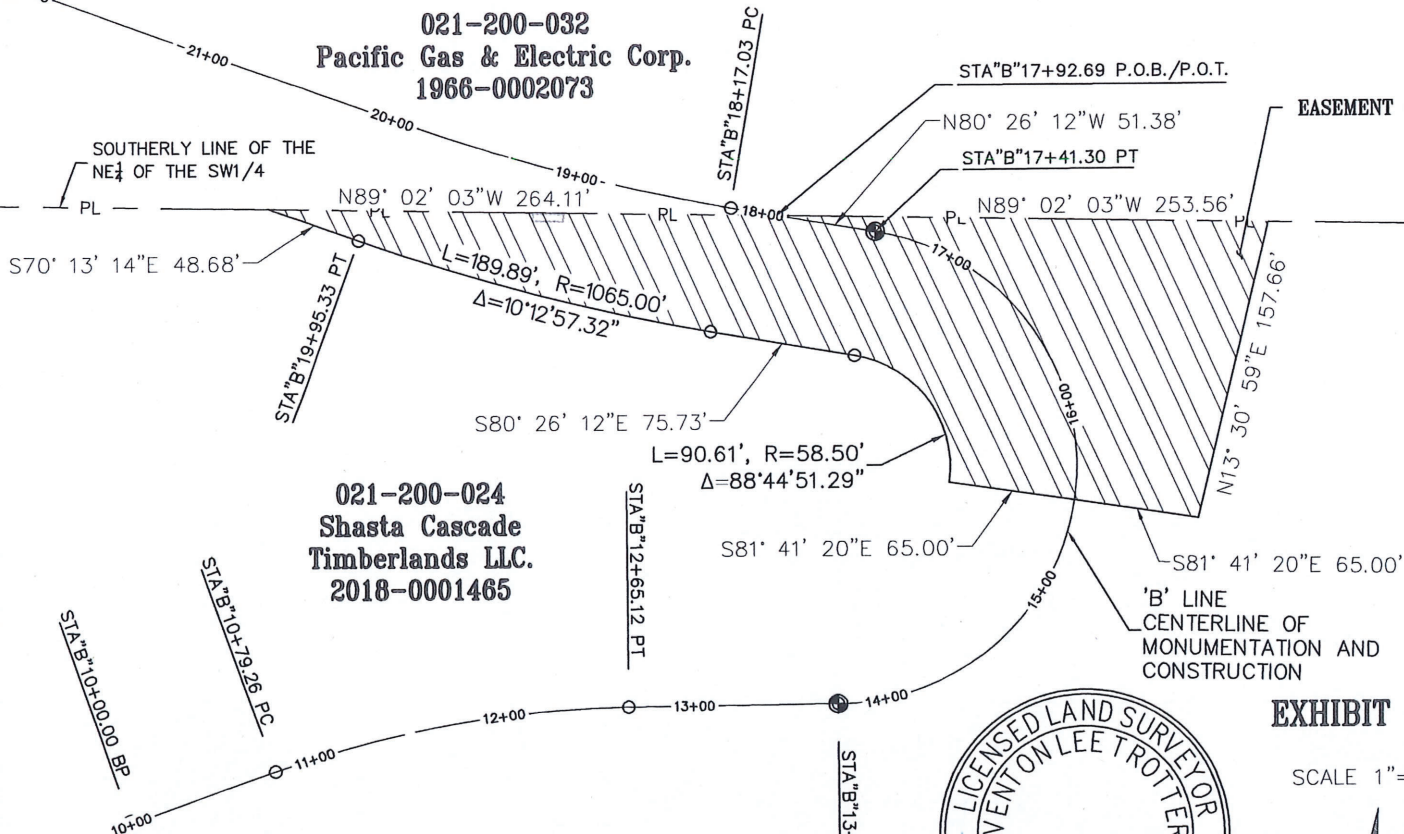


EXHIBIT "B"

SCALE 1"=100'



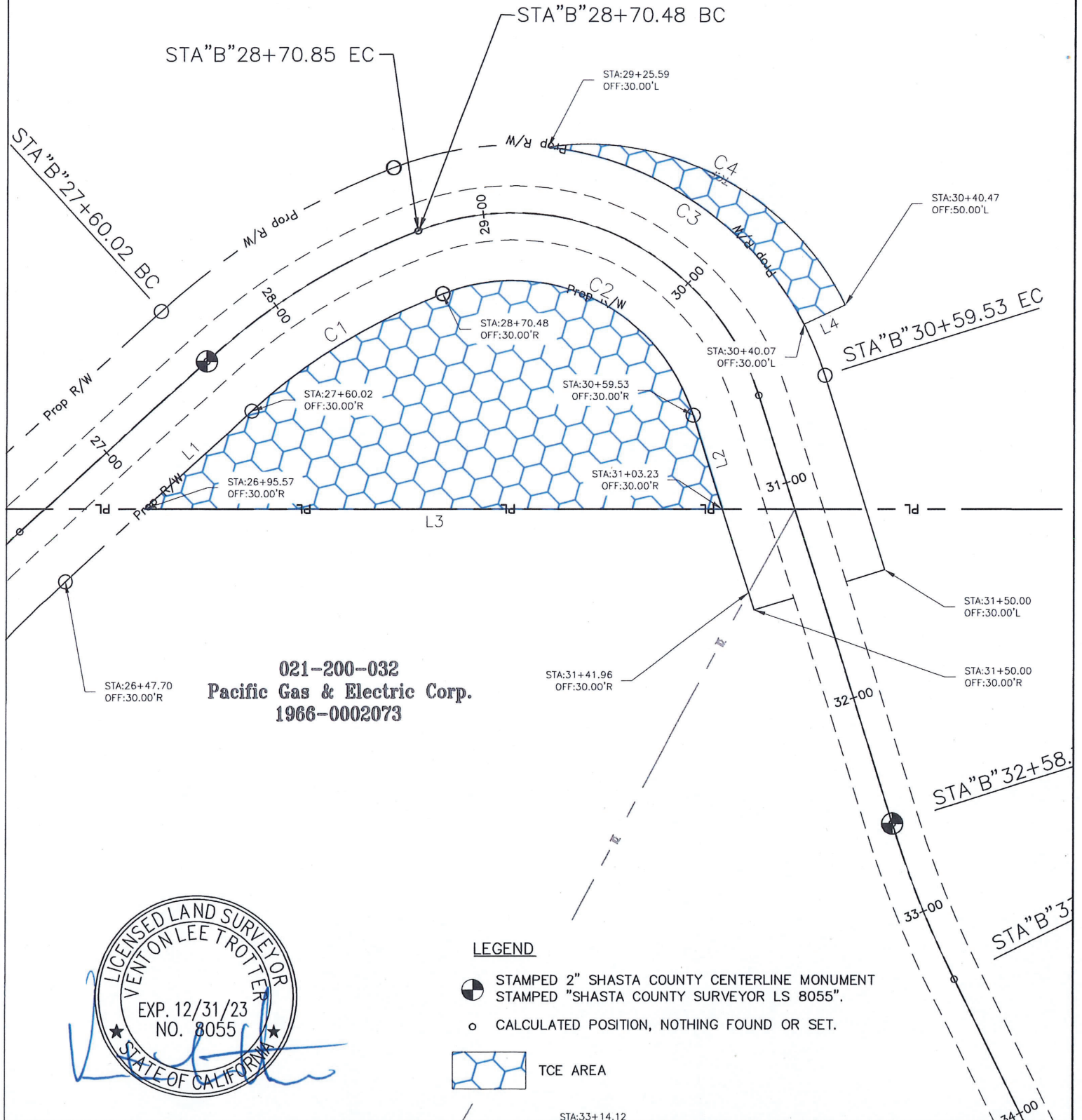
021-200-024
Shasta Cascade
Timberlands LLC.

Curve Table			
Curve #	Radius	Delta Angle	Length
C1	270.01'	21' 10' 27"	99.78'
C2	85.00'	94' 00' 13"	139.46'
C3	144.87'	57' 08' 13"	144.46'
C4	126.32'	72' 37' 41"	160.13'

Line Table		
Line #	Direction	Length
L1	N42° 21' 43"W	64.44'
L2	N72° 44' 36"E	43.70'
L3	S0° 00' 57"W	256.93'
L4	S25° 18' 19"E	20.01'

"EXHIBIT 2"

SCALE 1"=60'



021-200-032
Pacific Gas & Electric Corp.
1966-0002073

