

**TEHAMA COUNTY  
RIGHT-OF-WAY CONTRACT**

PROJECT: Kirkwood Road @ Jewett Creek Bridge Replacement Project

COUNTY PROJECT NO.: 319422

APN: 073-260-011

GRANTORS: William Kenneth Flynn and Melinda A. Flynn, as successor co-Trustees of the Gloria M. Dewitt Trust dated April 19, 1999

DATE: September 30, 2020 at 11:06AM

WHEREAS, a conveyance in the form of one Easement Deed granting to the County of Tehama (“County”), attached hereto as “Attachment 1- Easement Deed” has been executed by Grantors and delivered to an agent for the County of Tehama.

NOW THEREFORE, in consideration of said conveyances, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said conveyances and shall relieve Tehama County of all further obligations or claims on this account, or on account of the location, grade, or construction of the proposed public improvements.
2. It is further understood that this agreement is not binding on the County of Tehama until approved by the Board of Supervisors at a regular or a special meeting.
3. The County of Tehama shall:
  - A. Pay the undersigned Grantors the sum of \$27,400 (TWENTY-SEVEN THOUSAND FOUR HUNDRED DOLLARS) for the property interest conveyed as set forth herein, after title to said property is transferred to the County in accordance with the terms of this contract and payment.

a) Land Value (permanent and temporary easements)	\$7,227.00
b) Cost-to-cure	\$20,173.00
  - B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the County, the premium charged therefore. This transaction will be handled through an escrow number 01002453-PA, by Fidelity National Title Company, 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628.
  - C. At no expense to the Grantors and at the time of construction, replace, repair and/or conform driveway(s), culverts, field fencing or other existing improvements displaced, damaged, or removed during project construction in the same or better condition. County’s roadway contractor under construction contract work will install 230 ft. of permanent field fencing to be five (5) strand barbed wire on t-posts with six (6) wooden posts; grade and compact soil in orchard to replace flood irrigation berms for nine (9) rows of trees; and install three (3) bollard posts at well house. Grantors understand and agree that after completion of the work describe herein, it will be considered as Grantors’ sole property and Grantors will be responsible for any maintenance and repair of said improvements.
  - D. It is understood and agreed by and between the parties here to that included in the amount payable under Clause 3A above is payment in full to compensate Grantors for reestablishment and/or replacement of eight (8) almond trees, one (1) Sevillano olive tree and the installation of 25’ of PVC pipe under driveway along with 4” flood risers. Construction and maintenance of said improvements

will be completely the responsibility of the Grantors. The County will not be responsible to inspect or guarantee the work.

- E. At no expense to the Grantors and at the time of construction any and all trees removed over 6 inches in diameter at breast height as result of construction in the manner proposed shall be cut into 6± foot lengths, trimmed, stacked on Grantor's remainder property at a location determined by Grantors. It is understood and agreed that included in the payment in Clause 3A is compensation for the Grantors to have the wood cut into smaller lengths and relocated on the remainder property. Any root balls from trees removed as a result of construction in the manner proposed shall be the property of the Grantors and will be placed on Grantors' remaining property outside of the Temporary Construction Easement Area. It will be the responsibility of the Grantors to move them to any other location.
  - F. At no expense to Grantors and at the time of construction, relocate (2) two mailboxes to a mutually agreeable location upon Grantor's remaining property.
  - G. It is further understood and agreed between the parties hereto that the amount payable under Clause 3A above includes the cost to Grantors for mitigation for any potential future damages to said existing well, due to construction activity. The payment of said sum of \$10,517.00, under Clause 3A, shall be considered as full payment by the Grantee for the existing well and Grantors waive any and all future claims for additional compensation. Grantors hereby agree to indemnify and hold the County harmless of any and all further claims for any expenses by Grantors associated with said well. It is further agreed that payment in Clause 3A includes funds for any work, damages or impact of the project on the condition, stability or amount or quality of water produced by the existing well located on the Grantor's remaining property. Grantors agree and understand that any maintenance or repairs will be the responsibility of the Grantors.
4. Having made a due and diligent inquiry, Grantors warrant and represent that to the best of their knowledge, the property interests conveyed to the County hereunder are free and clear of all liens, encumbrances, assessments, easements and leases (recorded and /or unrecorded), and taxes, except:
- A. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
5. County shall have the authority to deduct and pay from the amount shown in Section 3A above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year, except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
6. Permission is hereby granted to Tehama County and its authorized agents to enter upon Grantors' land on Assessor Parcel No. 073-260-011 within that certain area as shown on the map attached hereto as "Attachment 2 – Temporary Construction Easement", for the purpose of undertaking and facilitating the work described herein and the construction of the Kirkwood Road @ Jewett Creek Bridge Replacement Project No. 319422. It is mutually agreed and understood by the Grantors and by County as follows;
- A. Said Temporary Construction Easement (TCE) shall become effective upon County's deposit of funds into escrow in the amount of the purchase price and shall terminate upon the completion of construction, or in any event no longer than 36- months from the effective date. Upon completion of construction affecting the property, Grantors will be notified in writing of the termination of the Temporary Construction Easement, and the property returned to like before construction condition. In any event, should construction be completed in less than the anticipated 36-month period, Grantors are being compensated for the full term of the easement.
  - B. Said Temporary Construction Easement shall be utilized for ingress and egress to the construction zone only. No materials or equipment are to be stored on Grantors' property unless by separate agreement between Grantors and County's contractor. In the event that County or County's contractor should damage Grantor's remainder property, including any spills considered to be

hazardous, County and its contractor shall be responsible for such damage and cleanup costs and shall make any necessary repairs and return the property to as good or better than before construction condition prior to the completion of construction.

- C. County shall have the option, at its sole discretion, to extend the term of the Temporary Construction Easement, under the same terms and conditions of this Agreement for Acquisition of Property, for one (1) additional year for a total Temporary Construction Easement term not to exceed four (4) years. The County's exercise of the term extension option shall not be effective or binding upon County unless and until the same has been approved by the appropriate official action of County and communicated in writing to the Grantors.
  - D. In the event that the contractor should require the removal of any trees situated within the Temporary Construction Easement area, any trees removed over 6-inches in diameter shall be cut into 6± foot length logs and stacked on Grantor's remainder property at a location determined by Grantors. Grantors agree that County's contractor shall have access to Grantor's remainder property to stack the logs.
  - E. Any private utilities including but not limited to water lines located within the Temporary Construction Easement area will be repaired or replaced in kind if damaged as a result of construction in the manner proposed.
7. Upon removal of any existing field fencing referred to in Clause 3C of this contract, County's roadway contractor shall erect temporary fencing to retain the stock-tight integrity of the property. Said fencing will remain in place until construction is completed, at which time County's roadway contractor will install field fencing in the location of the permanent right of way.
  8. It is agreed and confirmed by the parties hereto that notwithstanding any other provision of this contract, the County's right to use the property as public right-of-way, including the right to remove and dispose of improvements, shall commence on September 1, 2020 or the date the amount of funds as specified in Clause 3A are deposited into escrow and paid to Grantors, whichever occurs later. The amount set forth in Section 3A includes, but is not limited to, full payment for such possession and use from said date, and for all severance and other damages arising therefrom, if any. Without limiting the generality of the foregoing, this contract is full consideration for all claims of loss or damage of any nature whatsoever arising from the conveyance described herein, or from the location, grade, or construction of the Kirkwood Road @ Jewett Creek Bridge Replacement Project No. 319422.
  9. Except for the obligations expressly set forth in this contract, the parties, with full knowledge and with specific intent to release all claims described above, both known and unknown, specifically waive the protection of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
  10. The undersigned Grantors warrant and represent that they are the owners in fee simple of the property affected by the conveyance described herein, and that Grantors have the exclusive right to grant said property interests conveyed as set forth herein. Having made a due and diligent inquiry, Grantors further warrant and represent that, to the best of their knowledge, there are no oral or written leases, on all or any portion of the property exceeding a period of one month. Should a lease exceeding a period of one month be discovered or become effective during the course of the time period specified herein, Grantors shall provide a quit claim deed from such lessee and along with lessee shall hold County harmless from any claims asserted by said lessee.
  11. In consideration of the County's waiving the defects and imperfections in all matters of record, the undersigned Grantors agree to indemnify and hold the County harmless from any and all claims arising from a breach of the representation and warranties set forth herein.

12. Upon completion of any driveways referred to in Clause 3C of this contract, said driveways will be considered as an encroachment under permit on the County Road, and are to be maintained, repaired, and operated as such by Grantors in accordance with, and subject to, the laws of the State of California and the rules and regulations of the County of Tehama.
13. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements, or other facilities, when removed, and relocated, or reconstructed by the County shall be left in as good or better condition as found.
14. The County agrees to defend and indemnify Grantors against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of construction of the project or utilization of the County's Temporary Construction Easement for injury or damages caused by or resulting from the negligent or intentional acts, omissions or misconduct of County, its Contractor(s) or subcontractors of the Contractor(s).
15. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.
16. It is agreed and acknowledged that all work will be conducted within the Temporary Construction Easement area unless specifically addressed herein.
17. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be addressed as follows:  
Melinda and Ken Flynn  
4144 Kirkwood Road,  
Corning CA 96021  
  
Melinda and Ken Flynn  
8289 S 6290W  
West Jordan, Utah 84081
18. In the event of any loose animals the Grantors shall be contacted at the following numbers:  
530-737-3459  
530-737-3460  
801-633-8440  
801-891-1569
19. County agrees that Grantors will have access to the remainder property during construction with said access maintained in such a way so that it does not impact or interfere with normal home residency or business operations. County will notify Grantors at least 15-days prior to start of construction. County agrees that prior to the start of construction a meeting with Grantors at the site will be scheduled. Notwithstanding anything to the contrary herein, County and County's Agents shall not impair Grantors use or access to the remainder property and will not park or store vehicles, debris or equipment on Grantor's remainder property unless Grantors written permission is obtained in advance.

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

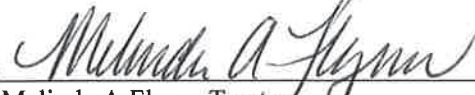
In Witness Whereof, the Parties have executed this agreement this day and year first above written.

**GRANTORS:** William Kenneth Flynn and Melinda A. Flynn, as successor co-Trustees of the Gloria M. Dewitt Trust dated April 19, 1999

Date: 3/3/2021

By:   
William Kenneth Flynn, Trustee

Date: 3/3/2021

By:   
Melinda A. Flynn, Trustee

Date: MAR 30 2021

**COUNTY OF TEHAMA:**  
By:   
Chairman

**Recommended for Approval:**

By:   
Project Manager

Date: 3/11/21

By:   
Director of Public Works

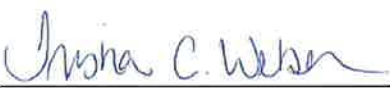
Date: 3-11-21

**E-Contract Review**  
**Approval as to Form**

Department Name: Tehama County Public Works Department

Landowner Name: William Kenneth Flynn and Melinda A. Flynn, as successor co-Trustees of the Gloria M. Dewitt Trust dated April 19, 1999.

Contract Description: Right of Way Contract for the Kirkwood Road @ Jewett Creek Bridge Replacement Project.

By: 

Trisha C. Weber  
Chief Deputy County Counsel

Date: 12/7/2020

**ATTACHMENT 1**

**EASEMENT DEED**

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –**

**EXHIBITS FOLLOW)**

When recorded, mail to:  
Clerk of the Board of Supervisors  
County of Tehama  
Courthouse, Room 12  
633 Washington Street  
Red Bluff, CA 96080-3355

A.P.N. 073-260-011

*This document is exempt from recording fees and Documentary Transfer Tax. (Gov. Code, § 27383; Rev. & Tax. Code, § 11922.)*

## **EASEMENT DEED FOR**

**Project No. 319422 on \_\_\_\_\_ 2021 @ \_\_\_\_\_**  
(Date) (Time)

We, William Kenneth Flynn and Melinda A. Flynn, as successor co-Trustees of the Gloria M. Dewitt Trust dated April 19, 1999, GRANT, by this deed, to the County of Tehama, an **EASEMENT** for public road, public utilities, and related purposes upon, over, under, and across that certain real property, situate in the County of Tehama, State of California, described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein.

\_\_\_\_\_  
William Kenneth Flynn, co-Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Melinda A. Flynn, co-Trustee

\_\_\_\_\_  
Date

NOTARY ACKNOWLEDGEMENT MUST BE ATTACHED



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } S.S.  
}

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(Date) (Notary's Name and Title)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature of Notary Public)

LEGAL DESCRIPTION  
FOR RIGHT-OF-WAY (EASEMENT)

November 20, 2020  
1453.11

FROM: THE GLORIA M. DEWITT TRUST  
TO: TEHAMA COUNTY

**EXHIBIT A**

That certain parcel of land situate in the unincorporated area of the County of Tehama, State of California, being that portion of the south half of Lot 3 in Block 48 of Maywood Colony No. 2, as the same is shown on that map thereof filed on April 28, 1893 in Book B of Maps at Page 1, Tehama County Records, more particularly described as follows:

**BEGINNING** at the point of intersection of the easterly line of the existing right-of-way (50' width) of Kirkwood Road with the southerly property line of said south half of Lot 3;

thence northerly along said easterly line, North 00°01'07" East, a distance of 330.09 feet to the northerly property line of said south half of Lot 3;

thence easterly along said northerly property line, North 89°54'12" East, to a point lying 13.00 feet from said easterly line, as measured by right angles;

thence southerly along a line parallel with said easterly line, South 00°01'07" West, a distance of 330.09 feet to the southerly property line of said south half of Lot 3;

thence westerly along said southerly property line, South 89°53'31" East, a distance of 13.00 feet, more or less, to the **POINT OF BEGINNING**.

End of Description.

*Surveyor's Note: This description is based in the California Coordinate System of 1983 (CCS83), Zone I. Bearings and distances shown hereon are grid and are in terms of the U.S. Survey Foot. To obtain ground distances, divide grid distances by a combined scale factor of 1.0000145.*

**SUBJECT TO** all Covenants, Rights, Rights-of-Way and Easements of Record, if any.

**EXHIBIT "B"** attached and by this reference made a part hereof.

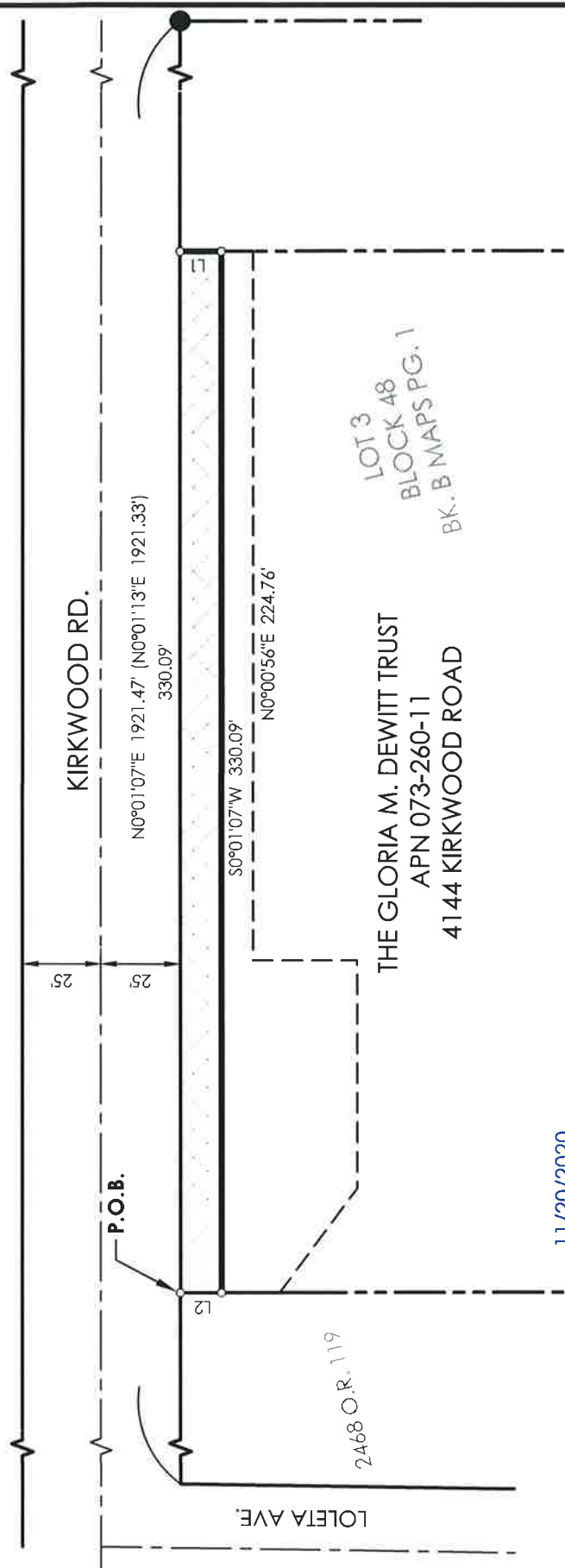
This description was prepared by me:



Jesse J. Lenaker, L.S. 8515



11-20-2020



LOT 3  
BLOCK 48  
BK. B MAPS PG. 1

THE GLORIA M. DEWITT TRUST  
APN 073-260-11  
4144 KIRKWOOD ROAD

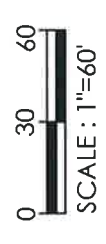
2468 O.R. 119

11/20/2020



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°54'12\"E	13.00'
L2	S89°53'31\"W	13.00'

T.24N., R.3.W., M.D.M.  
SECTION 23



**LEGEND**

- FOUND MONUMENT AS SHOWN PER U MAPS 105
- (-) RECORD DATA PER U MAPS 105
- DIMENSION POINT
- ▭ RIGHT OF WAY EASEMENT  
AREA= 4,291 SQ.FT. ±

**NOTES:**

1. DISTANCES SHOWN HEREON ARE GRID AND ARE IN TERMS OF U.S. SURVEY FEET; TO OBTAIN GROUND DISTANCES, DIVIDE BY 1.0000145



**EXHIBIT B**

SHEET 1 OF 1  
DATE: 11/20/20  
JOB #1453.11

LEGAL DESCRIPTION  
FOR TEMPORARY CONSTRUCTION EASEMENT

November 20, 2020  
1453.11

FROM: THE GLORIA M. DEWITT TRUST  
TO: TEHAMA COUNTY

**EXHIBIT A**

That certain parcel of land situate in the unincorporated area of the County of Tehama, State of California, being that portion of the south half of Lot 3 in Block 48 of Maywood Colony No. 2, as the same is shown on that map thereof filed on April 28, 1893 in Book B of Maps at Page 1, Tehama County Records, more particularly described as follows:

**COMMENCING** at the point of intersection of the easterly line of the existing right-of-way (50' width) of Kirkwood Road with the southerly property line of said south half of Lot 3;

thence northerly along said easterly line, North 00°01'07" East, a distance of 330.09 feet to the northerly property line of said lands of said south half of Lot 3;

thence easterly along said northerly property line, North 89°54'12" East, to a point lying 13.00 feet from said easterly line, as measured by right angles, said point being the **TRUE POINT OF BEGINNING**;

thence southerly along a line parallel with said easterly line, South 00°01'07" West, a distance of 330.09 feet to the southerly property line of said south half of Lot 3;

thence easterly along said southerly property line, North 89°53'31" East, a distance of 18.31 feet;

thence North 36°30'28" East, a distance of 41.31 feet;

thence North 0°00'00" East, a distance of 72.10 feet;

thence North 90°00'00" West, a distance of 32.84 feet;

thence North 0°00'56" East, a distance of 224.76 feet to said northerly property line;

thence South 89°54'17" West, a distance of 10.00 feet to the **TRUE POINT OF BEGINNING**.

End of Description.

*Surveyor's Note: This description is based in the California Coordinate System of 1983 (CCS83), Zone 1. Bearings and distances shown hereon are grid and are in terms of the U.S. Survey Foot. To obtain ground distances, divide grid distances by a combined scale factor of 1.0000145.*

**SUBJECT TO** all Covenants, Rights, Rights-of-Way and Easements of Record, if any.

**EXHIBIT "B"** attached and by this reference made a part hereof.

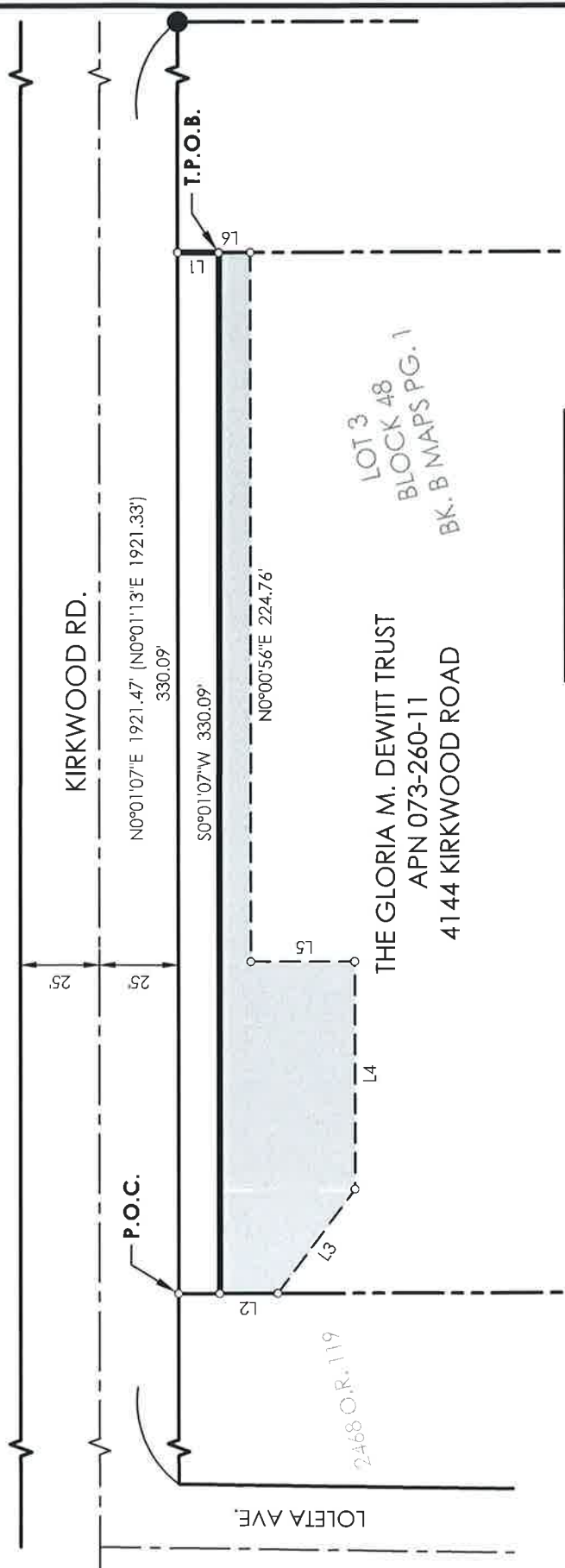
This description was prepared by me:



Jesse J. Lenaker, L.S. 8515



11-20-2020



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°54'12"E	13.00'
L2	N89°53'31"E	18.31'
L3	N36°30'28"E	41.31'
L4	N0°00'00"E	72.10'
L5	N90°00'00"W	32.84'
L6	S89°54'17"W	10.00'

T.24N., R.3.W., M.D.M.  
SECTION 23



**LEGEND**

- FOUND MONUMENT AS SHOWN PER U MAPS 105
- (-) RECORD DATA PER U MAPS 105
- DIMENSION POINT
- ▭ TEMPORARY CONSTRUCTION EASEMENT AREA= 6,352 SQ.FT. ±

**NOTES:**

1. DISTANCES SHOWN HEREON ARE GRID AND ARE IN TERMS OF U.S. SURVEY FEET; TO OBTAIN GROUND DISTANCES, DIVIDE BY 1.0000145

11/20/2020



**EXHIBIT B**

SHEET 1 OF 1  
DATE: 11/20/20  
JOB #1453.11

MINUTE ORDER  
BOARD OF SUPERVISORS  
COUNTY OF TEHAMA, STATE OF CALIFORNIA

**R E G U L A R     A G E N D A**

44. PUBLIC WORKS DEPARTMENT

- a) ROAD AGREEMENT - Approval and authorization for the Chair to sign the Right of Way Contract with William Kenneth Flynn and Melinda A. Flynn, as successor co-Trustees of the Gloria M. Dewitt Trust dated April 19, 1999, for one (1) Permanent Road Easement and one (1) Temporary Construction Easement relative to the Kirkwood Road at Jewett Creek Bridge Replacement Project, in the amount of \$27,400.  
(Road Agreement #2021-7)
  
- b) RESOLUTION NO. 2021-24 - Adoption of a resolution accepting the Easement Deed from William Kenneth Flynn and Melinda A. Flynn, as successor co-Trustees of the Gloria M. Dewitt Trust dated April 19, 1999 and authorize the Chairperson to execute the Certificate of Acceptance.

County Counsel Richard Stout said items a) and b) could be approved in one vote.

Following comments;

**RESULT:**        **APPROVED [UNANIMOUS]**  
**MOVER:**        John Leach, Supervisor - District 5  
**SECONDER:**    Bob Williams, Supervisor - District 4  
**AYES:**         Chamblin, Leach, Garton, Williams, Carlson

STATE OF CALIFORNIA    )  
                                          ) ss  
COUNTY OF TEHAMA    )

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 30<sup>th</sup> day of March, 2021.

DATED: April 1, 2021

JENNIFER A. VISE, County Clerk and  
Ex-officio Clerk of the Board of Supervisors  
of the County of Tehama, State of California

Deputy: \_\_\_\_\_  
