

**COUNTY OF TEHAMA
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-Trustee of the Gloria M. Dewitt Trust dated April 19, 1999

DATE: October 29, 2024

WHEREAS, permission is hereby granted to Tehama County and its authorized agents to enter upon Grantors' land within that area described and shown on "Attachment 1 – 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.

NOW THEREFORE, in consideration of said conveyance, 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 conveyance and shall relieve the County of Tehama of all further obligations or claims on this account, or on account of the location, grade, or construction of the proposed public improvement.
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 \$4,000.00 (FOUR THOUSAND DOLLARS) for the property interest conveyed as set forth herein, payment to be broken down as follows:

a. Land Value (Temporary Construction Easement)	\$1,000.00
b. Cost-to-Cure	\$3,000.00
 - B. Handle this transaction through an internal escrow by Tehama County Department of Public Works, 9380 San Benito Avenue, Gerber, CA 96035.
 - C. At no expense to Grantors and at the time of construction, install, replace, repair, conform and/or relocate existing field fencing, gates, driveway or other existing improvements displaced, damaged or removed during project construction in the same or better condition.
 - D. Main access driveway will be reconstructed, paved and raised approximately 1.2 feet along Kirkwood Road and will terminate at approximately the existing gate.
 - E. Field access driveway will be paved in its entirety to existing gate.

4. Grantors understand and agree that after the completion of the work as described in Section 3.D and 3.E above, said improvements will be considered Grantors' sole property and Grantors will be responsible for the maintenance and repair of said improvements.
5. Upon completion of any field fencing, gates, driveways or other existing improvements referred to in Section 3.D and 3.E of this contract, said improvements will be considered as an encroachment under permit on the County Road, and is 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.
6. Permission is hereby granted to Tehama County and its authorized agents to enter upon Grantor's land on Assessor's Parcel No. 073-260-011 within those areas shown on the "Attachment 1- 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. The term of said Temporary Construction Easement shall commence on October 8, 2024 and will terminate in twelve (12) months from the date of execution of this agreement. It is mutually agreed and understood by the Grantors and by County as follows;
 - A. 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 Grantor's property unless by separate agreement between Grantor and County's contractor. In the event that 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.
 - B. 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. It is agreed and confirmed by the parties hereto that notwithstanding any other provision of this contract, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence on October 1, 2024. The amount set forth in Section 3.A 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.
8. 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.

9. Further, 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.
10. The undersigned Grantors warrant and represent that they are the owners in fee simple of the property affected by this Temporary Construction Easement as described in Clause 3 above and that they have the exclusive right to grant this Temporary Easement.
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. 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.
13. The County agrees to defend and indemnify Grantors against any and all liability, loss, expense (including reasonable attorney's 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.
14. 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. All of the indemnification language in this agreement will continue to be effective beyond the termination of the temporary construction easement.
15. It is agreed and acknowledged that all work will be conducted within the Temporary Construction Easement area unless specifically addressed herein.

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: 10/29/2024

By: 
William Kenneth Flynn, Trustee

Date: 10/29/24

By: 
Melinda A. Flynn, Trustee

Date: _____

COUNTY OF TEHAMA

By: _____

Recommended for Approval:

By: 
Project Manager

Date: 10-30-24

By: 
Director of Public Works

Date: 10-31-24


E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works-Road

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

Document Description: Kirkwood Road and Jewett Creek Bridge -Temporary Construction
Easement Agreement

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Date: 9/28/24

ATTACHMENT 1
TEMPORARY CONSTRUCTION EASEMENT

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
– EXHIBITS FOLLOW)**

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.

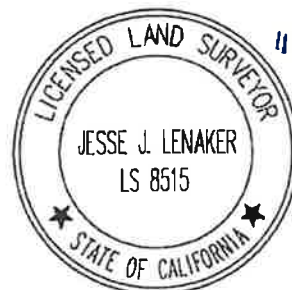
SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record, if any.

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

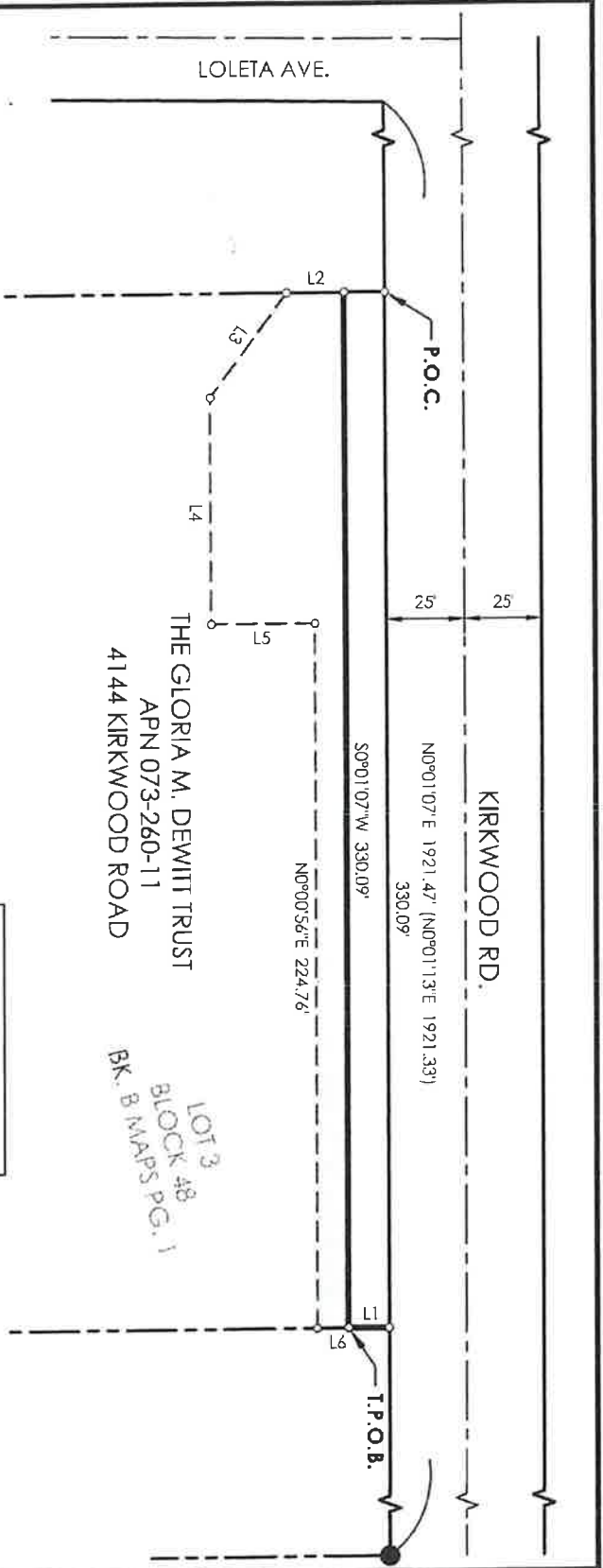
This description was prepared by me:



Jesse J. Lenaker, L.S. 8515



11-20-2020



11/20/2020

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

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'



EXHIBIT B

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