

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

PROJECT: Evergreen Road @ South Fork Cottonwood Creek Bridge Replacement Project

COUNTY PROJECT NO.: 316581

APN: 004-360-056 and 004-360-057

GRANTORS: Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust

DATE: November 17, 2020

WHEREAS, a conveyance in the form of a Permanent Easement Deed granting to the County of Tehama ("County"), attached hereto as "Attachments 1& 2 – Easement Deeds", has been executed by Grantors and delivered to an agent of 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 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 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 \$90,000.00 (NINETY THOUSAND 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 to be broken down as follows:
 - a) Land Value (permanent and temporary easements) \$5,500
 - b) Cost-to-cure \$84,500
 - 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 FFHO-FTO161001T-TV, by Fidelity National Title Company, 930 Executive Way, Suite 200, Redding, CA 96002.
 - C. Replace or repair driveways or other existing improvements displaced, damaged or removed during project construction in the same or better condition. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 3. A. above is payment in full to compensate Grantors for replacement of driveway entrance pipe rail fencing, gates, and reestablishment of landscaping. Construction and maintenance of the driveway entrance and landscaping will be completely the responsibility of the owners. The County will not be responsible to inspect or guarantee the work. Permission is hereby granted to County, County's agents and contractors to enter onto Grantor's remainder property for the purpose of installing a paved driveway with asphalt approximately 100' feet long by 14' feet wide from the edge of Evergreen Road to the new entrance gate location within Grantor's property.
 - D. It is understood and agreed between the parties that the amount shown under Clause 3A, includes payment by County to Grantors for the cost of relocating irrigation facilities. Said irrigation facilities to be relocated by Grantors prior to April 1, 2022. Construction and relocation of the irrigation facilities will be completely the responsibility of the Grantors. The County will not be responsible to inspect or guarantee the work.

**Road Agreement
2021-3**

- E. It is understood and agreed between the parties that the amount shown under Clause 3A, includes payment by County to Grantors for the loss of shade to livestock. Grantors may provide shade by any means they see fit. The County will not be responsible to inspect or guarantee the work.
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.
- B. Grantors agree to fully participate in pursuing and obtaining subordination agreements on the loans securing the property interests conveyed to the County and agree to execute the necessary documentation.
5. County shall have the authority to deduct and pay from the amount shown in Section 3. A. above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year, except the year subject to Section 4A. 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. Per the Tehama County Municipal Code Ordinance No. 17.75.020 - Conforming/Non-conforming Parcels-Lot Line Adjustments, Section D., the County shall and at no cost to Grantors apply to the Tehama County Planning Department for transfer of 2.63± acres from Grantors' preexisting Parcel 1, APN 004-360-056 to Parcel 2, APN 004-360-057 as depicted in "Attachment 5 – Lot Line Adjustment". The purpose of the lot line adjustment is to adjust the common property line to accommodate for the new driveway access located on Grantors' Tehama County Assessor's Parcel No's. 004-360-057. Said nonconforming parcel is no less than eighty percent of its original area. The County at no cost to Grantors, will prepare and process the following based on the Tehama County Planning Department's lot line adjustment application: prepare Tentative Exhibit Map, obtain certificate from Tehama County Department of Environmental Health, obtain Preliminary Title Reports showing ownership, obtain Redemption Officer's Certificate from the Tehama County Treasurers-Tax Collector verifying all taxes have been paid on Assessor's Parcel No's. 004-360-056 and 004-360-057, prepare Legal Descriptions and Exhibit Maps, County will record new deeds reflecting new property descriptions. Lot Line Adjustment will be recorded after proof that the Deeds have been recorded.
- A. Any determination by Agencies outside of the County, trust deed beneficiary(ies) and/or mortgagee(s) not to approve the lot line adjustment shall not constitute a breach of this Contract and shall not entitle the Grantors to any additional compensation, consideration, or other remedy.
7. Grantors understand and agree that after completion of the work as described in Section 3. C. above, said improvements will be considered Grantors' sole property and Grantors will be responsible for the maintenance and repair of said improvements.
8. Upon completion of any driveways referred to in Section 3. C. of this contract, said driveway 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.
9. Permission is hereby granted to County and its authorized agents to enter upon Grantors' land on Assessor Parcel No's. 004-360-056 and 004-360-057 within those areas shown on the maps attached hereto as "Attachments 3 & 4 - Temporary Construction Easements", for the purpose of undertaking and facilitating the work described herein and the construction of the Evergreen Road @ South Fork Cottonwood Creek Bridge Replacement Project 316581
- B. Said Temporary Construction Easement shall commence on the date the amount of funds as specified in Clause 3. A. herein are deposited into escrow and will terminate upon completion of construction or

thirty-six (36) months thereafter whichever occurs first. This Temporary Construction Easement may be terminated prior to the above date by the County upon written notice to Grantors. 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. As part of this TCE County and Grantors agree County's roadway contractor shall maintain Grantors' access and use of existing irrigation facilities during the duration of the TCE. Any disruption of service of irrigation facilities to facilitate construction of project improvements shall be through coordination and agreement between County and Grantors prior to disruption.

10. Upon removal of any field fencing and/or gate(s) referred to in Section 3. C. of this contract, County's roadway contractor shall erect temporary fencing and/or gates 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 and/or gates in the location of the permanent right of way and driveway entrance. Grantors will be responsible for replacing driveway entry fencing and/or gates. Permission is hereby granted to County and County's agents and contractors to enter onto Grantor's remainder property for the purpose of installing and removing the temporary fencing and/or performance of any other work benefiting Grantor including, but not limited to, conformance of driveways or work required due to any damage caused by contractor to remainder property.
11. 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 a public right-of-way, including the temporary construction easement and the right to remove and dispose of improvements, shall commence on the date of deposit of funds into escrow by County in the amount of the full purchase price, and that the amount set forth in Section 3. A. includes, but is not limited to, full payment for such 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 conveyances described herein, or from the location, grade, or construction of the Evergreen Road @ South Fork Cottonwood Creek Bridge Replacement Project.
12. 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."
13. The undersigned Grantors warrant and represent that Grantors are the owners in fee simple of the property affected by the conveyances 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.
14. 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 in Section 4 above. Grantors further agree to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of the Grantors for a period exceeding one month.
15. All work done under this agreement by County, County's agents and contractors 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.

16. 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 TCE's for injury or damages caused by or resulting from the negligent or intentional acts, omissions or misconduct of the County, its Contractor(s) or subcontractors of the Contractor(s).
17. The County agrees to have its contractor(s) add Grantors as additionally insured to its insurances policies. County shall ensure that its contractor(s) obtain and maintain insurance coverage during the course of the TCE's as follows: Commercial General Liability Insurance providing coverage on a full occurrence basis with limits of not less than \$1 million each occurrence for bodily injury and property damage liability combined, \$2 million general aggregate; and Automobile Liability Insurance with limits of at least \$1 million each occurrence for bodily injury and property damage liability combined and insuring liability arising out of the ownership, maintenance, or use of any hired or non-owned vehicles. All policies of insurance required to be maintained hereunder shall name Grantors as additionally insured and shall provide that such coverage is primary to any policy held by Grantors. As a pre-requisite to County's use of the TCE's, the County shall provide Grantors with certificates of insurance and endorsements evidencing Grantors as additionally insured on all applicable policies. The County will further request that its Contractor(s) will have its/their subcontractors obtain insurance naming Grantors as additionally insured.
18. 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.

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:

**Samuel R. Williams and Roxy J. Williams, Trustees
of the Williams Family Trust**

Date: 12-28-20

By: Samuel R. Williams
Samuel R. Williams, Trustee

Date: 12-28-20

By: Roxy J. Williams
Roxy J. Williams, Trustee

Date: FEB 09 2021

COUNTY OF TEHAMA:
By: Dennis C. Brown
Chairman of the Board of Supervisors

Recommended for Approval:

By: [Signature]
Project Manager

Date: 1/21/21

By: [Signature]
Director of Public Works

Date: 1-25-21

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works Department

Vendor Name: Maxwell Charles Brown and Teresa Ann Brown

Contract Description: Right of Way Agreement for the Columbia Avenue @ Jewett Creek Bridge Replacement project

By: Trisha C. Weber
Trisha C. Weber
Chief Deputy County Counsel

Date: 1/13/2021

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. 004-360-056

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

EASEMENT DEED FOR

Project No. 316581 on _____ **2020** @ _____
(Date) (Time)

We, Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust, 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.

Samuel R. Williams, Trustee

Date

Roxy J. Williams, 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)

July 30, 2019
1453.04

FROM: THE WILLIAMS FAMILY TRUST (APN: 004-360-056)
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 lands of The Williams Family Trust as described in a Grant Deed recorded on February 14, 2006 in Book 2880 of Official Records at Page 020, Tehama County Records, lying southerly of the following described line:

COMMENCING at a 1-1/2" brass disc marking the Southeast corner of Section 17, Township 29 North, Range 4 West, Mount Diablo Meridian, as shown on that map filed for record in Book W of Maps at Page 177, Tehama County Records, from which a 2-1/2" brass disc stamped "RCE 18584" marking the Southwest corner of said Section 17 per that map filed for record in Book 1 of Parcel Maps at Page 197, Tehama County Records, bears South 89°47'08" West, a distance of 5282.69 feet;

thence westerly along the southerly line of said Section 17, South 89°47'08" West, a distance of 2641.34 feet to the South one-quarter corner of said Section 17;

thence North 35°23'55" West, a distance of 2466.31 feet to the **TRUE POINT OF BEGINNING**;

thence North 89°24'45" East, a distance of 216.34 feet;

thence South 76°31'02" East, a distance of 20.39 feet;

thence North 89°58'00" East, a distance of 360.63 feet;

thence South 88°22'11" East, a distance of 257.66 feet, more or less, to a point in the northerly Right-of-way of Evergreen Road (Tehama County Right-of-way), said point being the **POINT OF TERMINATION**.

The beginning of the above described line shall be lengthened or shortened so as to terminate in the westerly line of said lands of The William Family Trust.

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 0.9999120.

CONTAINING 10,316 square feet, more or less. *2.37 acres*

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.

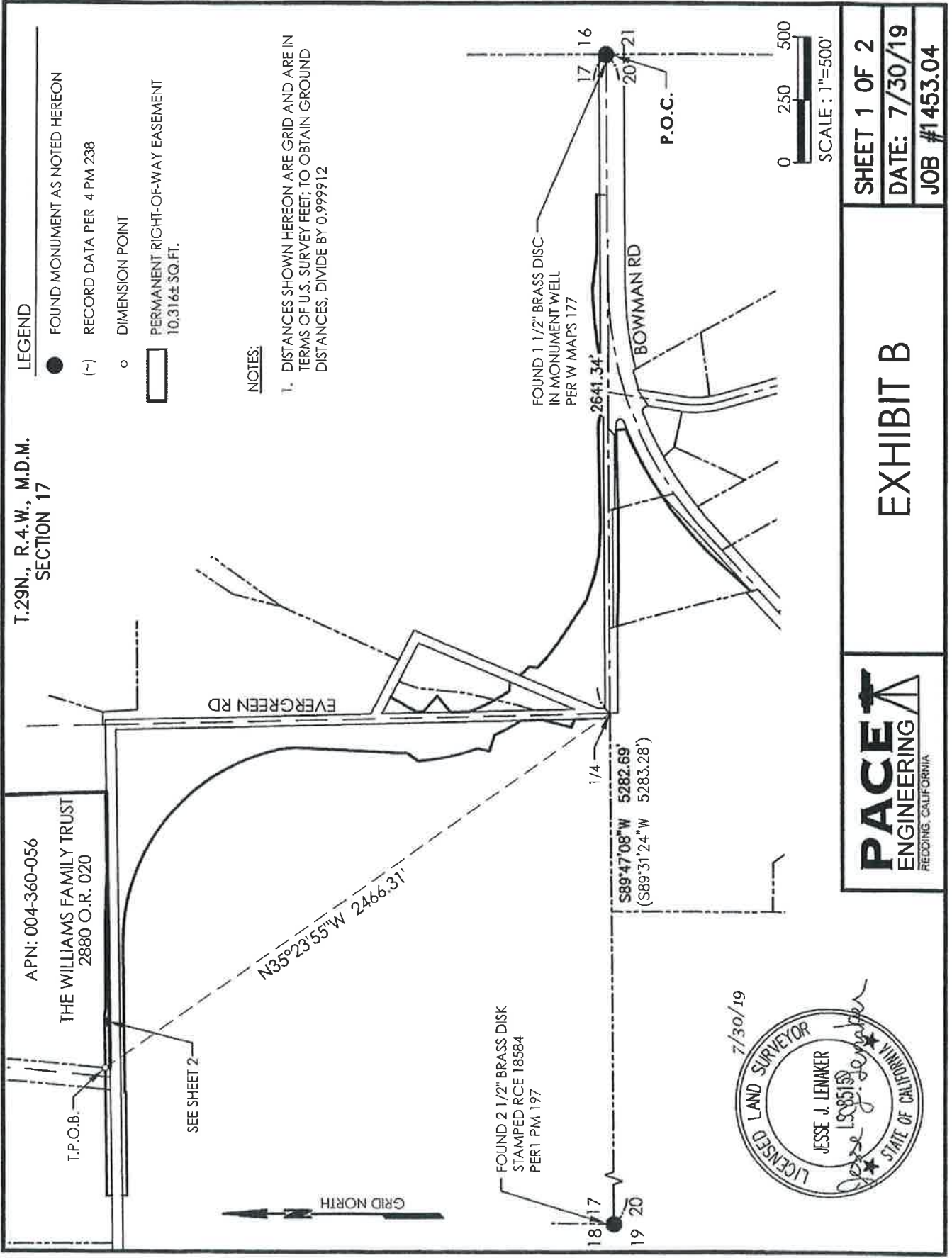
This description was prepared by me:

Jesse Lenaker

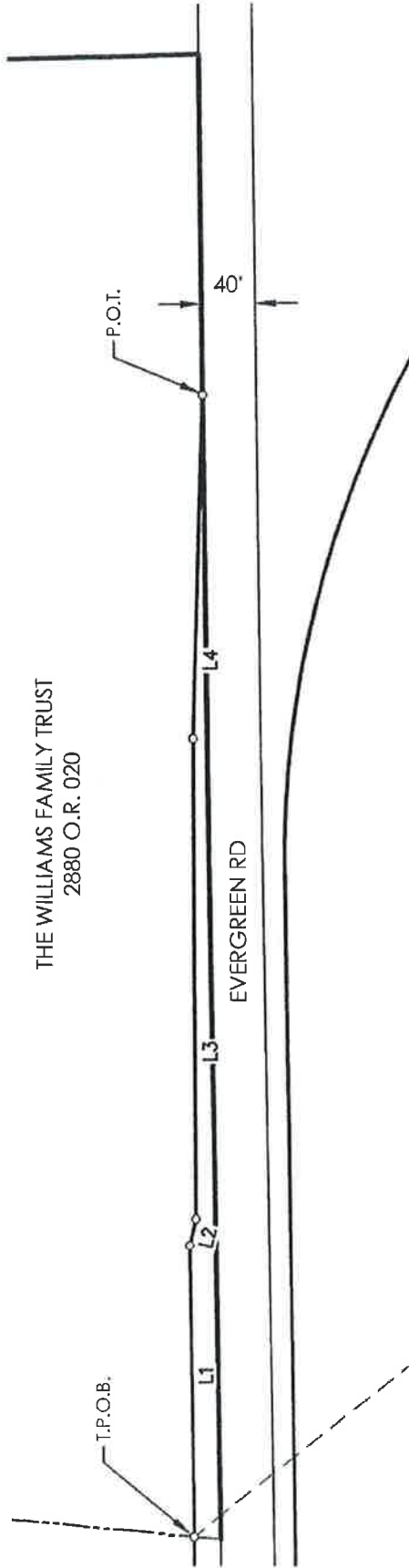
Jesse J. Lenaker, L.S. 8515



7/30/19



THE WILLIAMS FAMILY TRUST
2880 O.R. 020



LEGEND

- FOUND MONUMENT AS NOTED HEREON
- DIMENSION POINT
- ▭ PERMANENT RIGHT-OF-WAY EASEMENT
10.316± SQ. FT.

NOTES:

1. DISTANCES SHOWN HEREON ARE GRID AND ARE IN TERMS OF U.S. SURVEY FEET; TO OBTAIN GROUND DISTANCES, DIVIDE BY 0.999912



LINE TABLE		
LINE	LENGTH	BEARING
L1	216.34'	N89°24'45"E
L2	20.39'	S76°31'02"E
L3	360.63'	N89°58'00"E
L4	257.66'	S88°22'11"E



SHEET 2 OF 2

DATE: 7/30/19

JOB #1453.04

EXHIBIT B

ATTACHMENT 2
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. 004-360-057

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

EASEMENT DEED FOR

Project No. 316581 on _____ **2020** @ _____
(Date) (Time)

We, Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust, 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.

Samuel R. Williams, Trustee

Date

Roxy J. Williams, 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)

July 30, 2019
1453.04

FROM: THE WILLIAMS FAMILY TRUST (APN: 004-360-057)
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 lands of The Williams Family Trust as described in a Grant Deed recorded on February 7, 2019 as Document # 2019001595, Official Records of Tehama County, lying southerly of the following described line:

BEGINNING at a point in the easterly boundary line of said lands of The Williams Family Trust; thence South 89°24'45" West, a distance of 34.67 feet, more or less, to a point which bears North 64°01'13" West 4566.03 feet distant therefrom a 1-1/2" brass disc marking the Southeast corner of Section 17, Township 29 North, Range 4 West, Mount Diablo Meridian, as shown on that map filed for record in Book W of Maps at Page 177, Tehama County Records, from which a 2-1/2" brass disc stamped "RCE 18584" marking the Southwest corner of said Section 17 per that map filed for record in Book 1 of Parcel Maps at Page 197, Tehama County Records, thereof bears South 89°47'08" West, a distance of 5282.69 feet; thence continuing along said line, South 89°24'45" West, a distance of 50.74 feet, more or less, to a point in the westerly line of said lands of The Williams Family Trust, said point being the **POINT OF TERMINATION**.

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 0.9999120.

CONTAINING 1,676 square feet, more or less.

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.

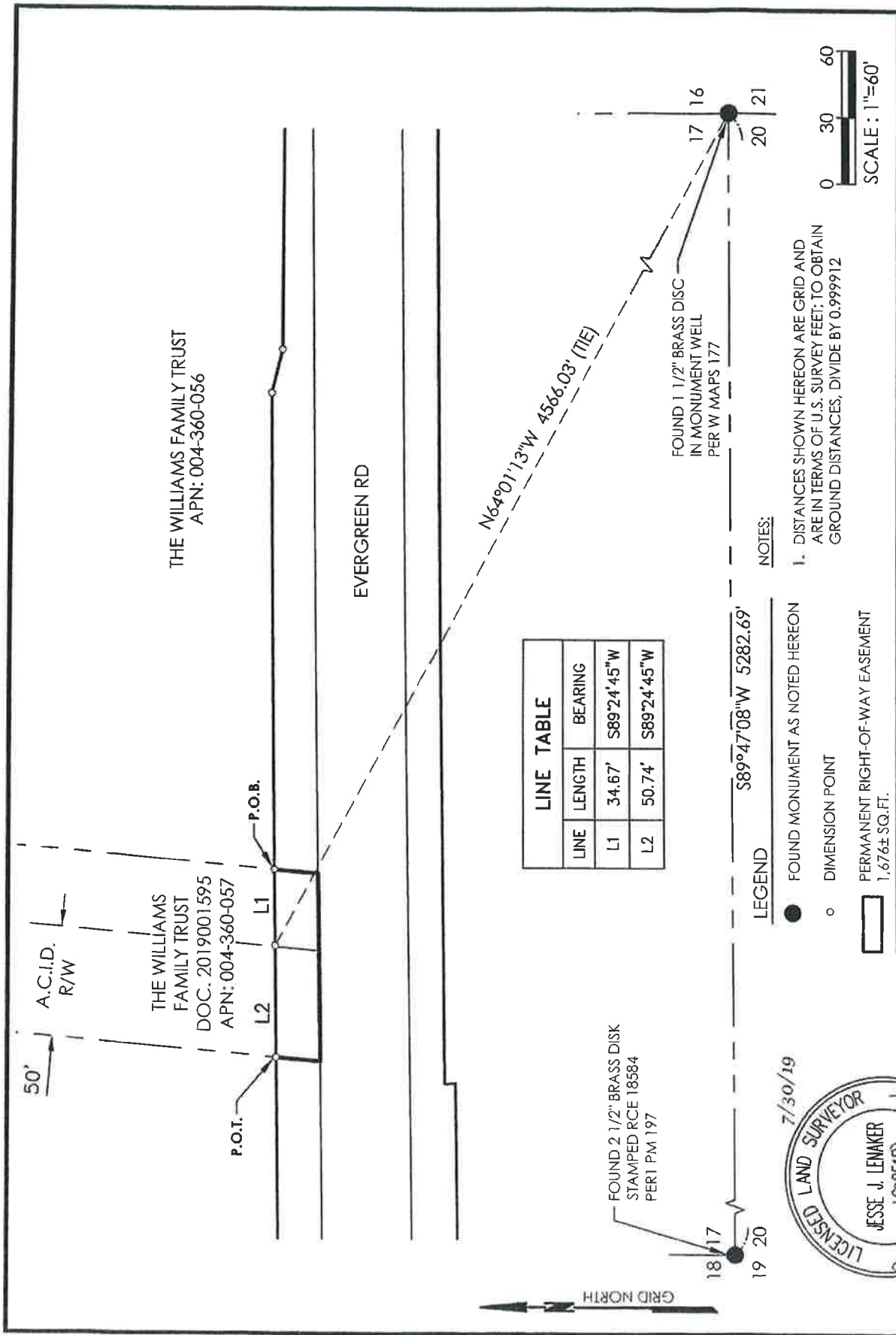
This description was prepared by me:

Jesse Lenaker

Jesse J. Lenaker, L.S. 8515



7/30/19



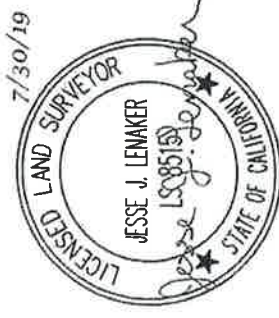
LINE TABLE		
LINE	LENGTH	BEARING
L1	34.67'	S89°24'45"W
L2	50.74'	S89°24'45"W

NOTES:

1. DISTANCES SHOWN HEREON ARE GRID AND ARE IN TERMS OF U.S. SURVEY FEET; TO OBTAIN GROUND DISTANCES, DIVIDE BY 0.999912

LEGEND

- FOUND MONUMENT AS NOTED HEREON
- DIMENSION POINT
- PERMANENT RIGHT-OF-WAY EASEMENT 1.676± SQ.FT.



PACE
ENGINEERING
REDDING, CALIFORNIA

EXHIBIT B

SHEET 1 OF 1

DATE: 7/30/19

JOB #1453.04

ATTACHMENT 3
TEMPORARY CONSTRUCTION EASEMENT

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– EXHIBITS FOLLOW)**

LEGAL DESCRIPTION
FOR TEMPORARY CONSTRUCTION EASEMENT

July 30, 2019
1453.04

FROM: THE WILLIAMS FAMILY TRUST (APN: 004-360-056)
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 lands of The Williams Family Trust as described in a Grant Deed recorded on February 14, 2006 in Book 2880 of Official Records at Page 020, Tehama County Records, more particularly described as follows:

COMMENCING at a 1-1/2" brass disc marking the Southeast corner of Section 17, Township 29 North, Range 4 West, Mount Diablo Meridian, as shown on that map filed for record in Book W of Maps at Page 177, Tehama County Records, from which a 2-1/2" brass disc stamped "RCE 18584" marking the Southwest corner of said Section 17 per that map filed for record in Book 1 of Parcel Maps at Page 197, Tehama County Records, bears South 89°47'08" West, a distance of 5282.69 feet;

thence westerly along the southerly line of said Section 17, South 89°47'08" West, a distance of 2641.34 feet to the South one-quarter corner of said Section 17;

thence North 35°23'55" West, a distance of 2466.31 feet to the **TRUE POINT OF BEGINNING**;

thence North 89°24'45" East, a distance of 216.34 feet;

thence South 76°31'02" East, a distance of 20.39 feet;

thence North 89°58'00" East, a distance of 360.63 feet;

thence South 88°22'11" East, a distance of 257.66 feet, more or less, to a point in the northerly Right-of-way of Evergreen Road (Tehama County Right-of-way);

thence along said northerly Right-of-way, North 89°20'08" East, a distance of 255.14 feet, more or less, to a point in the easterly line of said lands of The William Family Trust;

thence North 01°49'07" West, a distance of 10.65 feet;

thence South 89°58'00" West, a distance of 373.61 feet;

thence North 88°22'11" West, a distance of 138.65 feet;

thence South 89°58'00" West, a distance of 359.59 feet;

thence North 76°31'02" West, a distance of 20.44 feet;

thence South 89°24'45" West, a distance of 196.28 feet;

thence North 28°02'34" West, a distance of 33.81 feet;

thence South 89°24'45" West, a distance of 1.76 feet;

thence South 05°03'07" West, a distance of 40.19 feet to the **POINT OF BEGINNING**.

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 0.9999120.

CONTAINING 12,154 square feet, more or less.

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 Lenaker

Jesse J. Lenaker, L.S. 8515



7/30/19

APN: 004-360-056
THE WILLIAMS FAMILY TRUST
2880 O.R. 020

LEGEND

FOUND MONUMENT AS NOTED HEREON

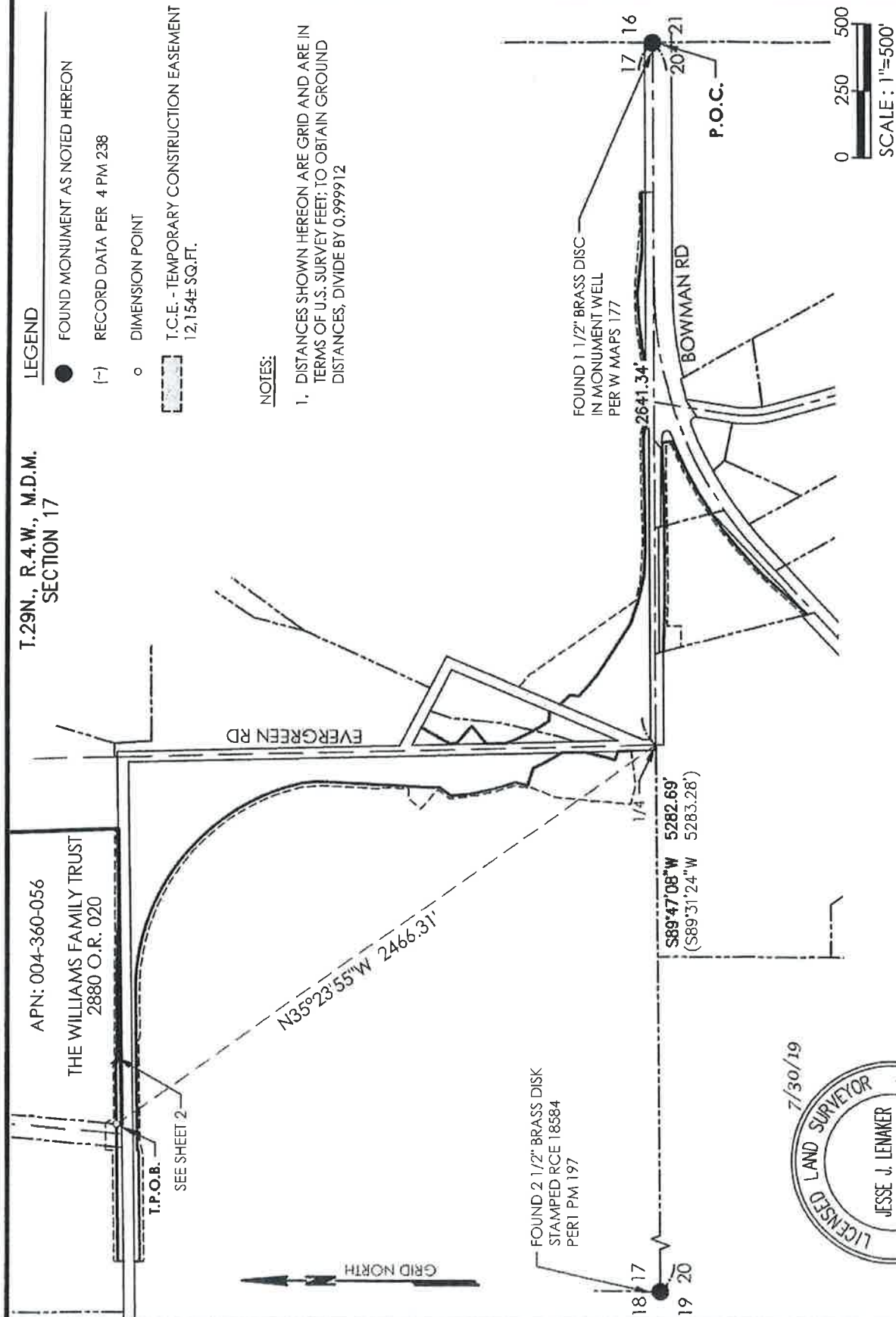
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DIMENSION POINT

T.C.E. - TEMPORARY CONSTRUCTION EASEMENT
12,154± SQ.FT.

NOTES:

1. DISTANCES SHOWN HEREON ARE GRID AND ARE IN TERMS OF U.S. SURVEY FEET; TO OBTAIN GROUND DISTANCES, DIVIDE BY 0.999912



SHEET 1 OF 2

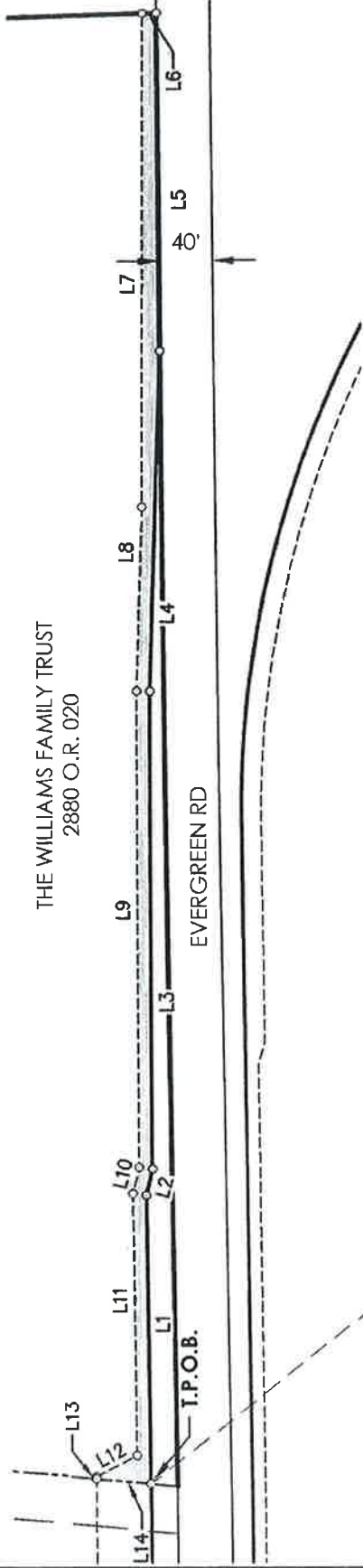
DATE: 7/30/19

JOB #1453.04

EXHIBIT B



THE WILLIAMS FAMILY TRUST
2880 O.R. 020



LINE TABLE		
LINE	LENGTH	BEARING
L1	216.34'	N89°24'45\"E
L2	20.39'	S76°31'02\"E
L3	360.63'	N89°58'00\"E
L4	257.66'	S88°22'11\"E
L5	255.14'	N89°20'08\"E
L6	10.65'	N1°49'07\"W
L7	373.61'	S89°58'00\"W
L8	138.65'	N88°22'11\"W
L9	359.59'	S89°58'00\"W
L10	20.44'	N76°31'02\"W
L11	196.28'	S89°24'45\"W
L12	33.81'	N28°02'34\"W
L13	1.76'	S89°24'45\"W
L14	40.19'	S5°03'07\"W

LEGEND

● FOUND MONUMENT AS NOTED HEREON

○ DIMENSION POINT

□ T.C.E. - TEMPORARY CONSTRUCTION EASEMENT
12,154± SQ. FT.

NOTES:

1. DISTANCES SHOWN HEREON ARE GRID AND ARE IN TERMS OF U.S. SURVEY FEET; TO OBTAIN GROUND DISTANCES, DIVIDE BY 0.999912



EXHIBIT B



SHEET 2 OF 2

DATE: 7/30/19

JOB #1453.04

ATTACHMENT 4
TEMPORARY CONSTRUCTION EASEMENT

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– EXHIBITS FOLLOW)**

LEGAL DESCRIPTION
FOR TEMPORARY CONSTRUCTION EASEMENT

July 30, 2019
1453.04

FROM: THE WILLIAMS FAMILY TRUST (APN: 004-360-057)
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 lands of The Williams Family Trust as described in a Grant Deed recorded on February 7, 2019 as Document # 2019001595, Official Records of Tehama County, lying southerly of the following described line:

BEGINNING at a point in the easterly boundary line of said lands of The Williams Family Trust; thence South 89°24'45" West, a distance of 32.09 feet, more or less, to a point which bears North 63°32'10" West 4578.25 feet distant therefrom from a 1-1/2" brass disc marking the Southeast corner of Section 17, Township 29 North, Range 4 West, Mount Diablo Meridian, as shown on that map filed for record in Book W of Maps at Page 177, Tehama County Records, from which a 2-1/2" brass disc stamped "RCE 18584" marking the Southwest corner of said Section 17 per that map filed for record in Book 1 of Parcel Maps at Page 197, Tehama County Records, bears South 89°47'08" West, a distance of 5282.69 feet; thence South 89°24'45" West, a distance of 53.32 feet, more or less, to a point in the westerly line of said lands of The Williams Family Trust, said point being the **POINT OF TERMINATION**.

EXCEPTING THEREFROM that certain parcel of land, lying southerly of the following described line:

BEGINNING at a point in the easterly boundary line of said lands of The Williams Family Trust; thence South 89°24'45" West, a distance of 34.67 feet, more or less, to a point which bears North 63°52'19" West 4542.51 feet distant therefrom from a 1-1/2" brass disc marking the Southeast corner of Section 17, Township 29 North, Range 4 West, Mount Diablo Meridian, as shown on that map filed for record in Book W of Maps at Page 177, Tehama County Records, from which a 2-1/2" brass disc stamped "RCE 18584" marking the Southwest corner of said Section 17 per that map filed for record in Book 1 of Parcel Maps at Page 197, Tehama County Records, thereof bears South 89°47'08" West, a distance of 5282.69 feet; thence continuing along said line, South 89°24'45" West, a distance of 50.74 feet, more or less, to a point in the westerly line of said lands of The Williams Family Trust, said point being the **POINT OF TERMINATION**.

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 0.9999120.

CONTAINING 3,417 square feet, more or less.

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.

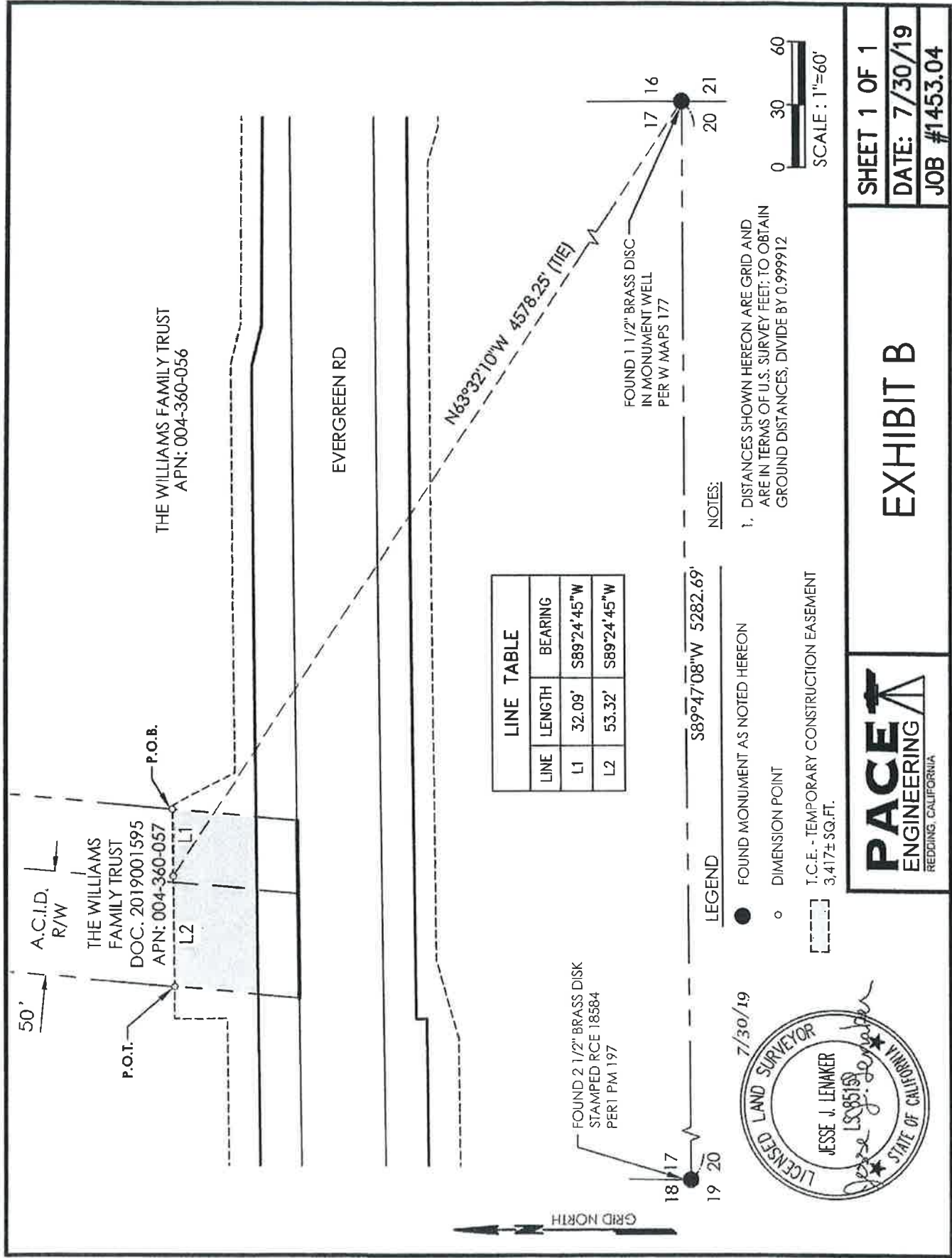
This description was prepared by me:

Jesse Lenaker

Jesse J. Lenaker, L.S. 8515



7/30/19



SHEET 1 OF 1
DATE: 7/30/19
JOB #1453.04



PACE
ENGINEERING
REDDING, CALIFORNIA

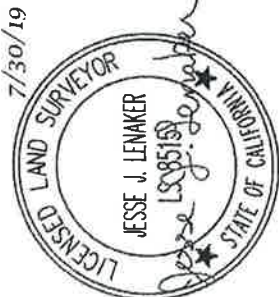
EXHIBIT B

NOTES:

1. DISTANCES SHOWN HEREON ARE GRID AND ARE IN TERMS OF U.S. SURVEY FEET. TO OBTAIN GROUND DISTANCES, DIVIDE BY 0.999912

LEGEND

- FOUND MONUMENT AS NOTED HEREON
- DIMENSION POINT
- [---] T.C.E. - TEMPORARY CONSTRUCTION EASEMENT 3,417± SQ.FT.



LINE TABLE		
LINE	LENGTH	BEARING
L1	32.09'	S89°24'45"W
L2	53.32'	S89°24'45"W

ATTACHMENT 5
LOT LINE ADJUSTMENT

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

EXHIBIT A
LEGAL DESCRIPTION

All that certain real property situated in Section 17, Township 29 North, Range 4 West, Mount Diablo Base and Meridian, County of Tehama, State of California, more particularly described as follows:

A portion of Parcel A together with a portion of Parcel B as shown on the Certificate of Merger #09-14 and Lot Line Adjustment 09-08, recorded October 19, 2009 as Document No. 2009013907 in the office of the Tehama County Recorder, State of California described as follows:

COMMENCING at the intersection point of the West embankment of a canal and the South line of the North one-half of the North one-half of the Northeast quarter of the Southwest quarter of said Section 17, from which the Section corner common to Sections 16,17,20 & 21 Township 29 North, Range 4 West, MDB&M bears South 64°31'57" East a distance of 4604.54 feet, thence on and along the said South line North 89°20'08" East a distance of 165.79 feet, the True Point of Beginning; thence leaving said South line North 28°10'12" West a distance of 158.67 feet more or less to the existing fence, thence on and along the existing fence North 05°27'20" East a distance of 598.76 feet more or less to a 3 way fence corner, thence on and along an existing east-west fence a distance 1032.78 more or less to the Northwest corner of Parcel 2 conveyed in the deed from John S. Griffith and Stella M. Griffith to Victor G. Winklepleck and Susan Jean Winklepleck, husband and wife as joint tenants and recorded January 4, 1980 in Book 811 of Official Records at page 693, Tehama County Records, thence Southerly on along the Said West line a distance 685.80 feet more or less to the South line of the North one-half of the North one-half of the Northeast quarter of the Southwest quarter of Section 17, thence westerly on and along the said South line a distance of 1023.74 more or less to the True Point of Beginning.

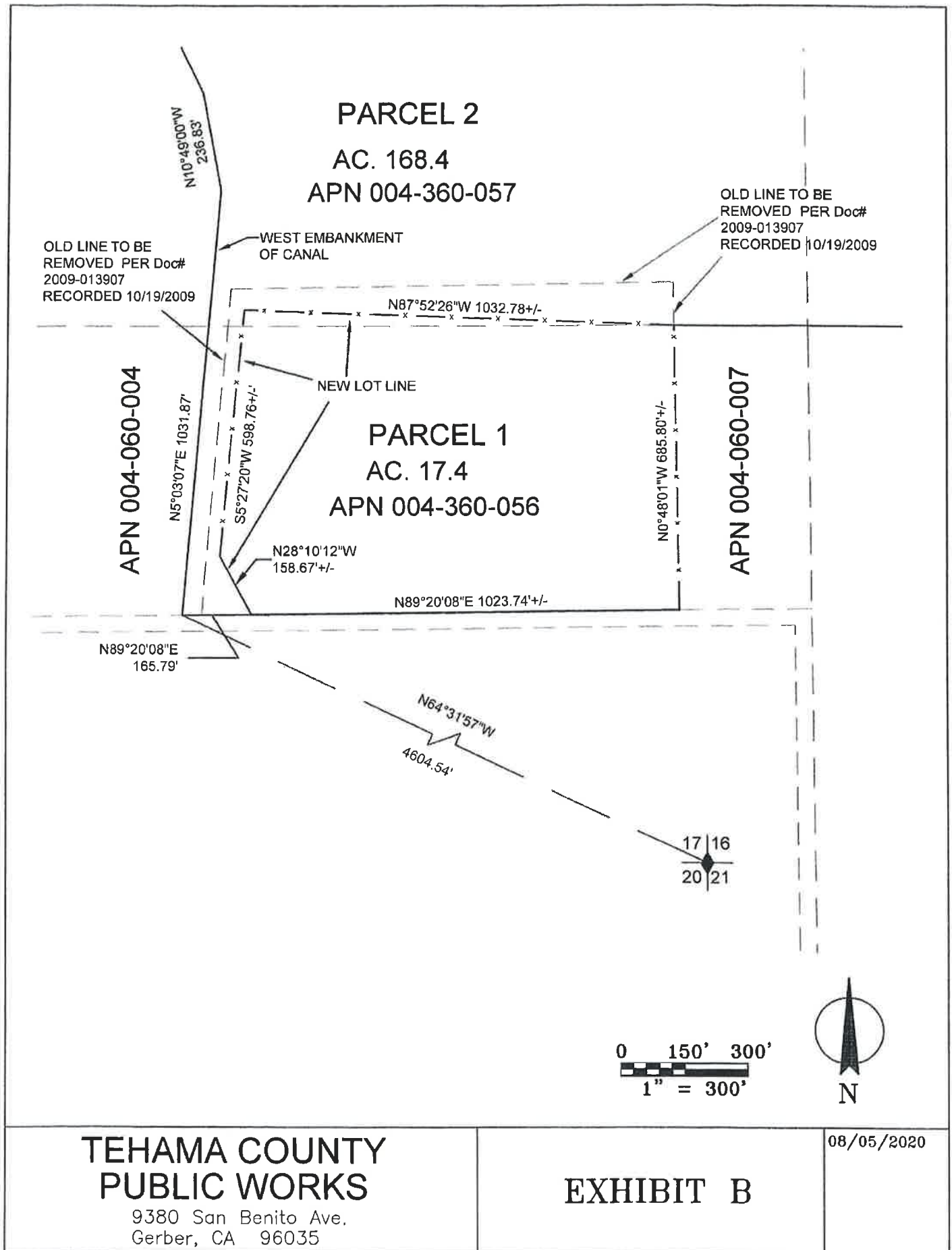


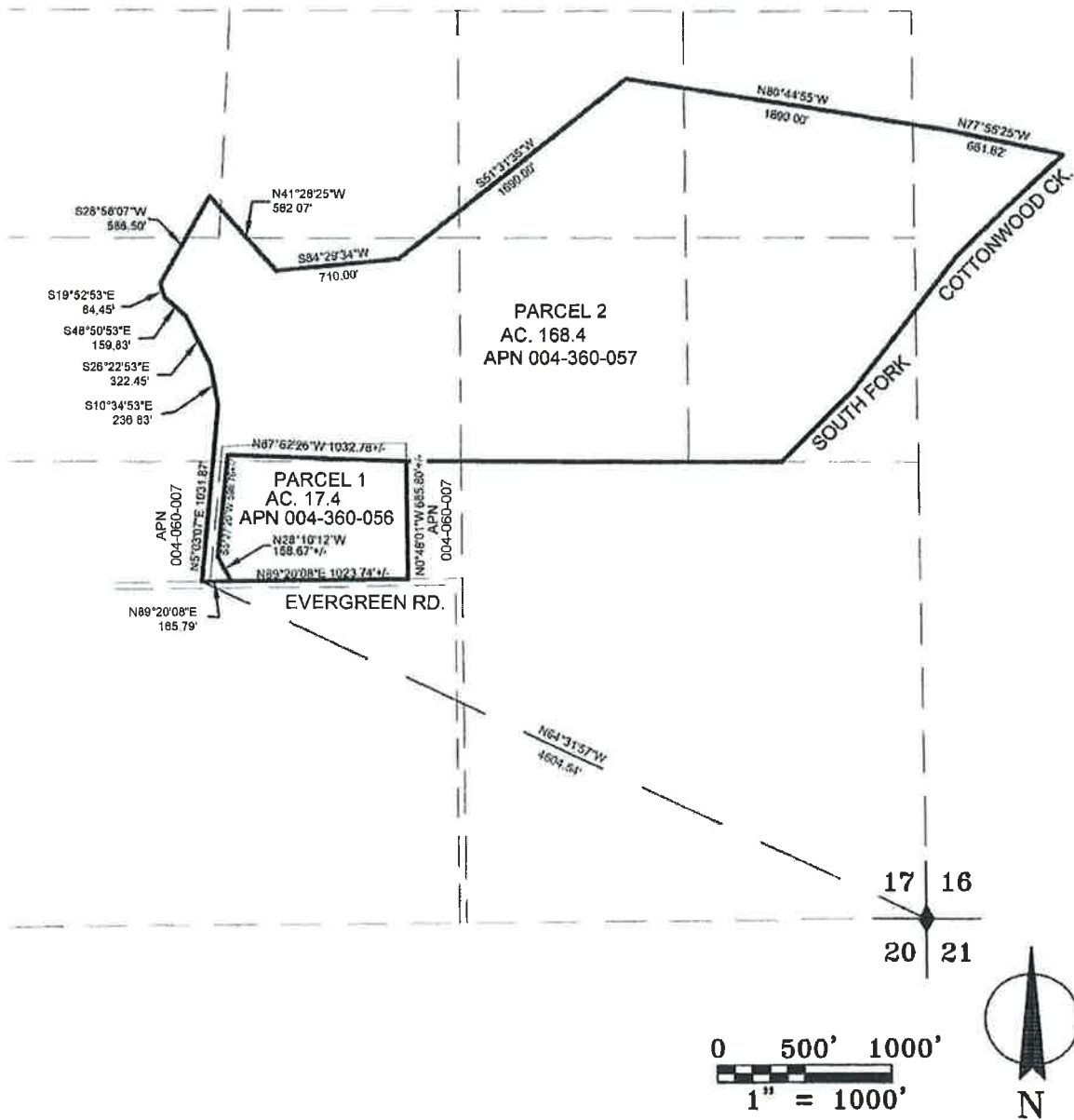
EXHIBIT A1
LEGAL DESCRIPTION

All that certain real properly situated in Section 17, Township 29 North, Range 4 West, Mount Diablo Base and Meridian, County of Tehama, State of California, more particularly described as follows:

All that Parcel A & Parcel B as shown on the Certificate of Merger #09-14 and Lot Line Adjustment 09-08, recorded October 19, 2009 as Document No. 2009013907 in the office of the Tehama County Recorder, State of California.

EXCEPTING THEREFROM a 17.4 AC. Parcel described as follows:

COMMENCING at the intersection point of the West embankment of a canal and the South line of the North one-half of the North one-half of the Northeast quarter of the Southwest quarter of said Section 17, from which the Section corner common to Sections 16,17,20 & 21 Township 29 North, Range 4 West, MDB&M bears South 64°31'57"East a distance of 4604.54 feet, thence on and along the said South line North 89°20'08"East a distance of 165.79 feet, the True Point of Beginning; thence leaving said South line North 28°10'12"West a distance of 158.67 feet more or less to the existing fence, thence on and along the existing fence North 05°27'20" East a distance of 598.76 feet more or less to a 3 way fence corner, thence on an along an existing east-west fence a distance 1032.78 more or less to the Northwest corner of Parcel 2 conveyed in the deed from John S. Griffith and Stella M. Griffith to Victor G. Winklepleck and Susan Jean Winklepleck, husband and wife as joint tenants and recorded January 4, 1980 in Book 811 of Official Records at page 693, Tehama County Records, thence Southerly on along the Said West line a distance 685.80 feet more or less to the South line of the North one-half of the North one-half of the Northeast quarter of the Southwest quarter of Section 17, thence westerly on and along the said South line a distance of 1023.74 more or less to the True Point of Beginning.



**TEHAMA COUNTY
PUBLIC WORKS**

9380 San Benito Ave.
Gerber, CA 96035

EXHIBIT B1

08/05/2020