

**AMENDMENT NO. 2  
TO 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: March 3, 2025

WHEREAS, Grantors, Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust ("Williams"), and the County of Tehama ("County"), have heretofore entered into that certain right of way contract dated November 17, 2020 and amendment right of way contract dated February 16, 2024; and

WHEREAS, said contract inures to the benefit of, and is binding on, the Williams and their respective heirs, personal representatives, successors, and or assignees and sets forth the terms and conditions under which the County acquired certain rights for County transportation purposes as well as for undertaking and facilitating work as described in that agreement and construction of the Evergreen Road @ South Fork Cottonwood Creek Bridge Replacement Project No. 316581; and

WHEREAS, subsequent to entering said right of way contract and said amendment contract, Grantors request to be compensated for the permanent field fencing and the relocation of improvements removed by construction contractor as identified and outlined in Paragraph 3. C. and 10., of the original right of way contract.

WHEREAS, by reasons of the foregoing it is now the desire of the parties hereto to amend said right of way contract to compensate Grantors for said permanent field fencing and the relocation of improvements removed by construction contractor.

WHEREAS, After the Project is completed, Williams may construct a new 1,187 ft. fence ("new perimeter fencing"). The new permanent fencing shall be "livestock tight" and shall be placed 6 inches behind the Right of Way boundary line in the area shown on the drawing entitled Construction Area Limits K-1 and K-2, attached here to as Exhibit 1. Williams shall have the sole responsibility for the installation, operation, maintenance of, and liability for the new permanent fencing. The County will survey the Right of Way boundary line to facilitate the layout.

WHEREAS, After completion of the Project, Williams shall regrade the area that lies between the Right of Way boundary line and the TCE fence, to restore the contours of the land to their pre-existing condition. Williams shall remove the temporary berm and relocate said berm along the permanent fence, inside of the property boundary line. Williams shall remove and dispose of the Temporary Fence at their sole cost.

WHEREAS, Neither the County, nor any of its officers, employees, contractors, or representatives shall be responsible for any injury, damage or liability occurring in connection with the Williams construction of or failure to construct the new permanent fencing. The Williams shall fully defend, indemnify, and hold the County, its elected officials, officers, employees, agents, harmless for any liability, injury, or damage to persons or property which may occur as a result of Williams construction of or failure to construct the new permanent fencing. The Williams shall, at their own expense, defend any suit or action found upon a claim for the foregoing.

WHEREAS, 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. Section 50.3: and

WHEREAS, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract; and

NOW, THEREFORE, it is agreed by and between the parties hereto as follows: The above recitals are an essential part of this agreement and incorporated herein in full. The parties agree to compensation for the permanent field fencing and the relocation of improvements removed by construction contractor as outlined in Paragraph 3. C. and 10. and located on the parcels identified as Assessor's Parcel No's 004-360-056 and 004-360-057. The County shall pay the Grantors the additional sum of Twenty Seven Thousand One Hundred Fifty One Dollars (\$27,151.00). In consideration of this payment, Grantors waive any and all future claims for additional compensation in regard to the permanent field fencing and the relocation of improvements removed by construction contractor.

All other terms and conditions of the contract remain unchanged.

**NO OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED**

**In Witness Whereof, the Parties hereto have executed this Addendum to the County of Tehama Right of Way Contract this day and year first above written.**

**GRANTORS:**

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

Date: 7-7-25

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

Date: 7-7-25

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

**COUNTY OF TEHAMA**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Recommended for Approval:

By:   
Project Manager

Date: 7-8-25

By:   
Interim Director of Public Works

Date: 8/14/25

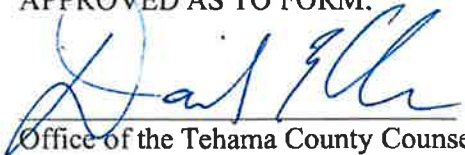
**E-Contract Review**  
**Approval as to Form**

Department Name: Tehama County Public Works

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

Document Description: Amendment No. 2 for Right of Way Contract

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Dan Klausner", is written over a horizontal line.

Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: 7/2/25

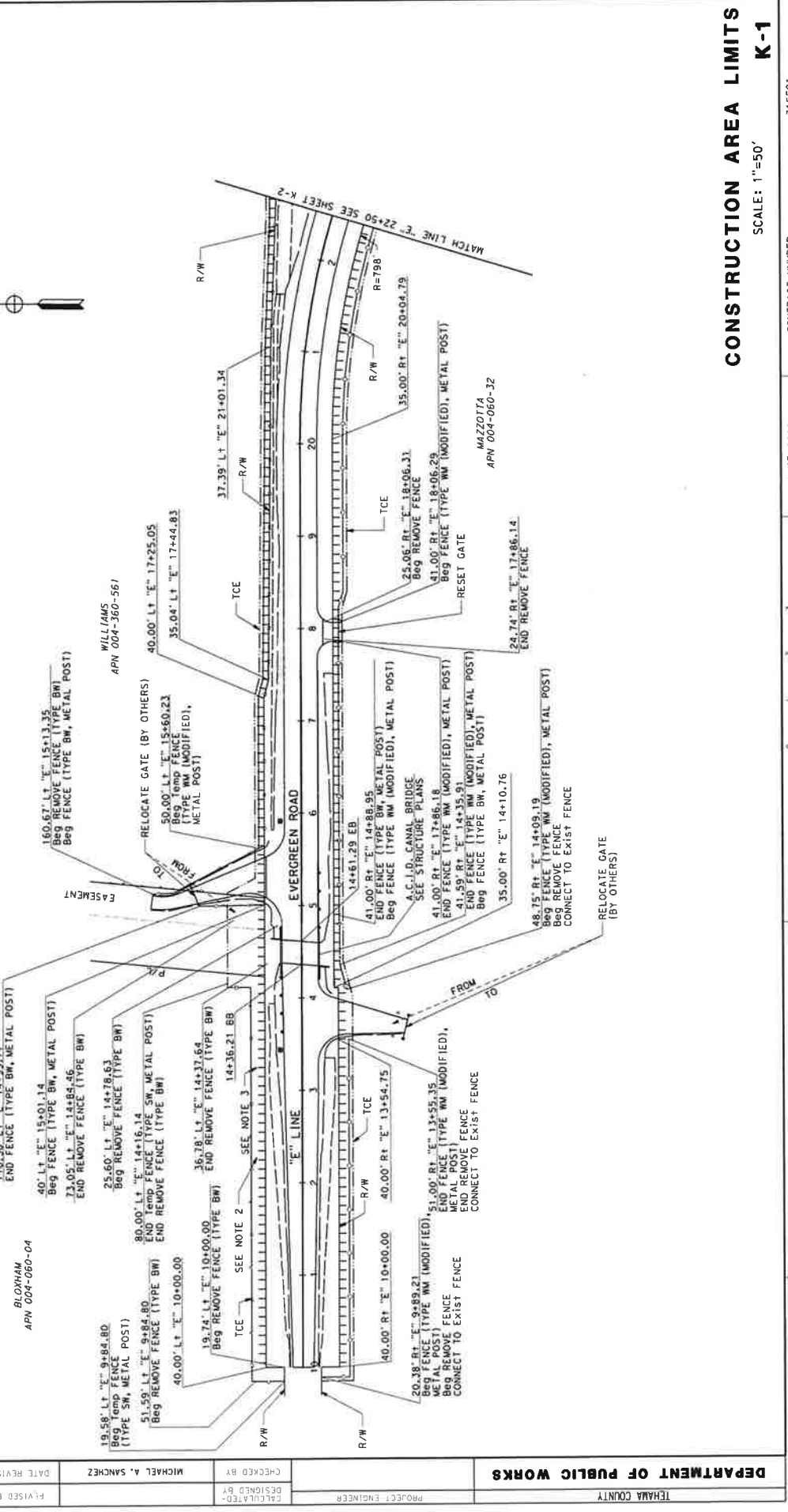
**EXHIBIT 1**

**CONSTRUCTION AREA LIMITS K-1 AND K-2**

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

02	Teh	CR	3	99
<b>9/23/2022</b> PLANS APPROVAL DATE				
DUMCY ENGINEERING, INC. 1000 GARDEN STREET, SUITE 100 RANCHO CORDOVA, CA 95870				

NOTES:	1. FOR COMPLETE RIGHT OF WAY, SEE RIGHT OF WAY RECORD MAPS AT THE COUNTY OFFICE. 2. REMOVE FENCE (TYPE BW) FROM 41.05' LT "E" 12+21.20 TO 55.00' LT "E" 12+28.12 3. REMOVE FENCE (TYPE BW) FROM 41.70' LT "E" 13+24.02 TO 55.00' LT "E" 13+25.32
LEGEND:	A.C.I.D. ANDERSON COTTONWOOD IRRIGATION DISTRICT TCE TEMPORARY CONSTRUCTION EASEMENT SW SMOOTH WIRE ROCK SLOPE PROTECTION



DATE PLOTTED: 10/14/2022	TIME PLOTTED: 11:50:06 AM
DEPARTMENT OF PUBLIC WORKS TEMAHA COUNTY	
DESIGNED BY	CHECKED BY
PLANNED BY	CALCULATED BY
DATE REVISED	1/7/2020
BORDER LAST REVISED 1/7/2020 USERNAME: s3crossmtr-harbor@cam DON FILE: s3crossmtr-harbor@cam	
RELATIVE BORDER SCALE IS IN INCHES	UNIT 0000
CONTRACT NUMBER	316581

DESIGNED BY	PROJECT ENGINEER	TEHAMA COUNTY
CHECKED BY		
DATE REVISED		
REVISOR	MICHAEL A. SANCHEZ	

**NOTES:**

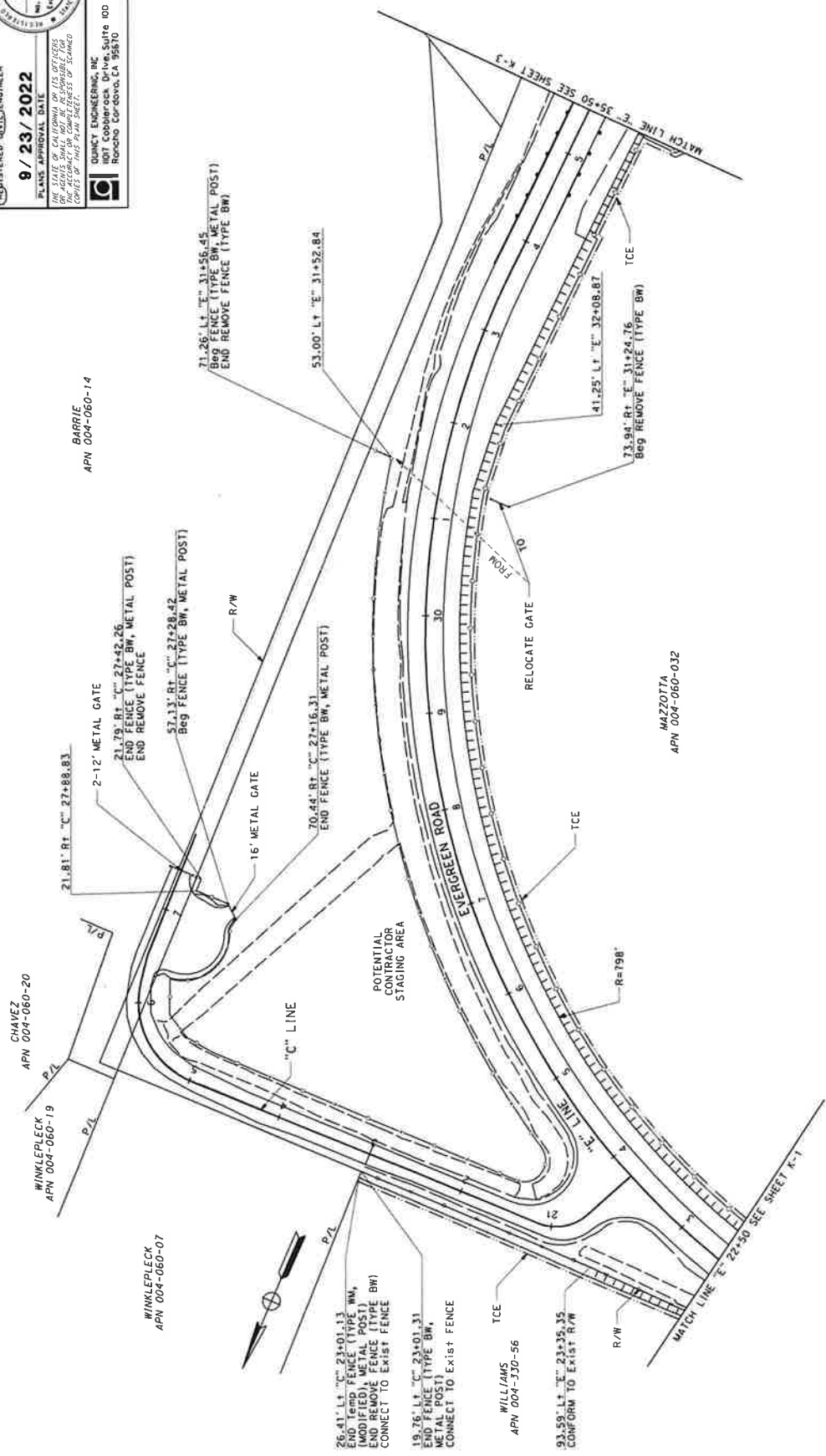
1. FOR COMPLETE RIGHT OF WAY, SEE RIGHT OF WAY RECORD MAPS AT THE COUNTY OFFICE.

DATE	02	COUNTY	ROUTE	POST MILES	SHEET TOTAL
02	10th	CR		4	99

**9 / 23 / 2022**  
PLANS APPROVAL DATE

REGISTERED CIVIL ENGINEER  
JASON P. SANCHEZ  
52929  
9/23/2022  
STATE OF CALIFORNIA  
THE STATE OF CALIFORNIA, BY ITS OFFICERS  
THESE PLANS HAVE BEEN REVIEWED AND  
THEY ACCURATELY SHOW THE COMPLETION OF SCAMING  
WORKS OF THIS PLAN SHEET.

**DUNCY ENGINEERING, INC.**  
807 Copperock Drive, Suite 100  
Reno, NV 89509



**CONSTRUCTION AREA LIMITS**  
SCALE: 1"=50'