

# Before the Board of Supervisors County of Placer, State of California

**In the matter of:** A Resolution approving the Right-of-Way Contract for the acquisition of a Highway Easement from R.B. Johnson Investments LLC and Coon Creek Preserve LLC, and authorizing execution of the Contract and acceptance of the Deed – Dowd Road at Coon Creek Bridge Project.

Resolution No.: 2019-062

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held March 26, 2019, by the following vote on roll call:

Ayes: GORE, WEYGANDT, HOLMES, MONTGOMERY, UHLER

Noes: NONE

Absent: NONE

Signed and approved by me after its passage.

  
Chair, Board of Supervisors

Attest:

  
Clerk of said Board

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BE IT RESOLVED, by the Board of Supervisors, County of Placer, State of California that the attached Right-of-Way Contract between R.B. Johnson Investments LLC and Coon Creek Preserve LLC and the County of Placer in the amount of \$178,500 is hereby approved and the Chair is authorized to execute the contract on behalf of Placer County and accept the Highway Easement deed.

Exhibits: Right of Way Contract  
Highway Easement

RIGHT-OF-WAY CONTRACT  
DEPARTMENT OF PUBLIC WORKS  
COUNTY OF PLACER

When recorded return to  
Placer County Department  
of Public Works  
Design/Construction Division

\_\_\_\_\_  
Space above for Recorder

**R.B. Johnson Investments, LLC, and Coon Creek Preserve, LLC, GRANTORS;**

A Highway Easement, covering the property particularly described in the attached document, has been executed and delivered to John P. Weber, Right-of-Way Agent for the Department of Public Works, County of Placer.

In consideration of which, and the 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 document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
2. The County shall:
  - A. Pay the undersigned Grantor the sum of \$178,500.00 for the property or interest conveyed by above document when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:
    - (i.) Taxes for the fiscal year in which this escrow closes which 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.
    - (ii.) Covenants, conditions, restrictions and reservations of record, or contained in the above referenced document.
    - (iii.) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

B. TITLE COMPANY - FEES

Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.

Placer Title Company – Escrow No. P-194032. Escrow Officer: Maria McCall – (530) 885-7722.

C. TAXES, ASSESSMENTS, BONDS

Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any delinquent taxes, on the total property or portion thereof subject to this contract, due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this contract.

If the property acquired pursuant to this contract comprises a portion only of a large parcel on which delinquencies of taxes or assessments exist, such delinquencies shall be segregated to determine the proper amount to be paid pursuant to this section.

It is agreed between the parties hereto that the County in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the Grantor; and, as between the County and the grantor, no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the Grantor retains his obligation to the levying body respecting said assessments.

D. MORTGAGES, DEEDS OF TRUST

Any or all moneys 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(s) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

### 3. CONTRACT WORK

#### A. FENCE

At no expense to Grantor and at time of construction, replace any affected fence, in kind, and relocate said fencing along and immediately adjacent to the County road right-of-way, but on the undersigned Grantor's remaining property.

Permission is hereby granted the County, or its authorized agent, to enter upon Grantor's land, where necessary, for the purpose of construction of fencing as described above.

Grantor understands and agrees that upon completion of the above work, said fencing shall be considered as the sole property of the Grantor, the maintenance and repair of said fencing to be that of the Grantor.

#### B. TREES

Included in the amount payable under paragraph 2.A. above is \$10,800 for the purchase and planting of 20, 24" box Oak trees. Trees removed because of this construction project within the above described property will be cut into 10 – 12 foot lengths and placed on adjacent property. Limbs and stump will be disposed of by County. The County will not be responsible for the security of the cut wood after it is placed on the owner's land.

Trees removed by County Maintenance Forces because of road maintenance purposes after completion of the construction project will not necessarily be saved for the property owner.

#### C. DAMAGES – RAIL CAR BRIDGE

Included in the amount payable under paragraph 2.A. above is \$127,600 to compensate Grantor for mitigation measures in terms of placement of a non-motorized rail car structure, as identified in the Bender Rosenthal – Michael Lahodny appraisal dated 12-3-18. Compensation for damages noted above Includes all direct and indirect costs associated with placement of rail car bridge.

#### D. COMPLIANCE

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 condition as found.

E. INDEMNIFICATION

The County of Placer shall indemnify, defend and hold Grantor harmless against any liabilities, claims, demands, damages and costs incident to or arising from the exercise by Grantee, its agents, employees and contractors of the rights granted in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
R.B. Johnson Investments LLC

\_\_\_\_\_  
Coon Creek Preserve LLC

**ACCEPTANCE BY BOARD OF SUPERVISORS**

COUNTY OF PLACER  
BOARD OF SUPERVISORS

By \_\_\_\_\_  
Chairman

-NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED-

Project Name

**Dowd Road at Coon Creek  
Bridge Replacement**

**APN 019-290-065  
019-290-056**

When recorded return to  
Placer County Department  
of Public Works

Space above for Recorder

**COUNTY OF PLACER**

**Department of Public Works**

## **HIGHWAY EASEMENT**

For the receipt of one dollar (\$1.00) or other good and valuable consideration,

**R.B. Johnson Investments LLC, a California Limited Liability Company, as to an undivided 50% interest,  
and Coon Creek Preserve LLC, a California Limited Liability Company, as to an undivided 50% interest,  
as tenants in common**

the undersigned GRANTOR(S), HEREBY GRANTS TO THE COUNTY OF PLACER, a political subdivision of the State of California, an easement for road purposes and incidentals thereto, including utility rights, over, on, under and across all that real property situated in the County of Placer, State of California, bounded and described as follows:

*(Any and all interest in the property conveyed by grantor to the County of Placer pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the grantor.)*

**See Attached Exhibit "A" for Legal Description  
See Attached Exhibit "B" for Exhibit Map**

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

**GRANTOR(S)**

  
\_\_\_\_\_  
R.B. Johnson Investments, LLC

\_\_\_\_\_  
Coon Creek Preserve, LLC

## ACKNOWLEDGMENT

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, or validity of that document.

State of California }

County of Placer

On Feb 26, 2019 before me, Pm Palmer, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Jeffrey Allen Olberding

Name(s) of Signer(s)

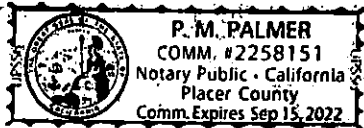
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

Signature of Notary Public



Place Notary Seal Above

### ACCEPTANCE (1): BY AUTHORIZED AGENT:

This is to certify that the interest in real property conveyed by the deed or grant deed dated \_\_\_\_\_, 20\_\_\_\_, from

to the County of Placer, a governmental agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 5152-B, adopted on January 15, 2002, and the Grantee consents to the recordation thereof by its duly authorized agent.

SIGNATURE \_\_\_\_\_

Completed By (Type or Print)

Dated: \_\_\_\_\_

TITLE: \_\_\_\_\_

### ACCEPTANCE (2): BY BOARD OF SUPERVISORS:

This is to certify that the interest in real property conveyed by the deed or grant deed dated \_\_\_\_\_, 20\_\_\_\_, from

to the County of Placer, a governmental agency, is hereby accepted by the Board of Supervisors of the County of Placer pursuant to authority conferred by Resolution No. \_\_\_\_\_ of said Board adopted on \_\_\_\_\_, and the Grantee consents to the recordation thereof by its duly authorized agent.

Dated: \_\_\_\_\_

Chairman, Board of Supervisors of the County of Placer

## ACKNOWLEDGMENT

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 that document.

State of California

County of Sacramento

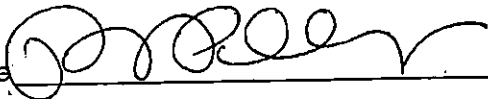
On Feb 26, 2019 before me, P. M. Palmer  
(insert name and title of the officer)

personally appeared Jeffrey Allen Olberding 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.

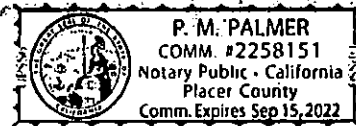
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 that document.

State of California )  
 County of Sacramento )  
 On 2/26/2019 before me, S. Caruso, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Rodney B. Johnson  
 Name(s) of Signer(s)

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 S. Caruso  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
**HIGHWAY EASEMENT**

All that portion of Parcels 4 and 5 described in the Grant Deed to R.B. Johnson Investments, recorded in Document No. 2016-0015747, Official Records of Placer County, situated in Section 35, Township 13 North, Range 5 East, M.D.M., County of Placer, State of California, described as follows:

Commencing at the Southeast corner of said Section 35, thence along the East line of said Section 35, NORTH 0°12'07" WEST a distance of 817.50 feet to the **Point of Beginning**; thence from said **Point of Beginning** continuing along said East line NORTH 0°12'07" WEST a distance of 1815.52 feet to the East quarter corner of said section, thence leaving said East line along the following thirteen (13) consecutive courses and distances:

1. NORTH 89°47'10" WEST, a distance of 36.06 feet;
2. SOUTH 0°41'42" WEST, a distance of 40.69 feet;
3. SOUTH 3°23'59" EAST, a distance of 41.31 feet;
4. SOUTH 6°41'02" WEST, a distance of 101.26 feet;
5. SOUTH 6°24'39" WEST, a distance of 266.17 feet;
6. SOUTH 14°53'00" EAST, a distance of 125.50 feet;
7. SOUTH 0°00'33" EAST, a distance of 160.96 feet;
8. SOUTH 0°40'28" WEST, a distance of 179.28 feet;
9. SOUTH 52°55'09" EAST, a distance of 44.74 feet;
10. SOUTH 1°01'26" EAST, a distance of 144.76 feet;
11. SOUTH 89°18'18" EAST, a distance of 6.25 feet;
12. SOUTH 0°41'42" WEST, a distance of 735.26 feet, and
13. SOUTH 89°35'16" EAST, a distance of 16.25 feet to the **Point of Beginning**.


Containing approximately 56,922 S.F., or 1.31 acres, more or less.

The bearings shown hereon are based upon those of Record of Survey No. 2239, filed for record in Book 16 of Surveys at Page 60, Placer County Records.

End of Description.

**County of Placer, Dept. of Public Works and Facilities.**

This description was prepared by me or under my supervision:

  
Gregory S. Vigil, LS 7941  
Expires 12/31/2019

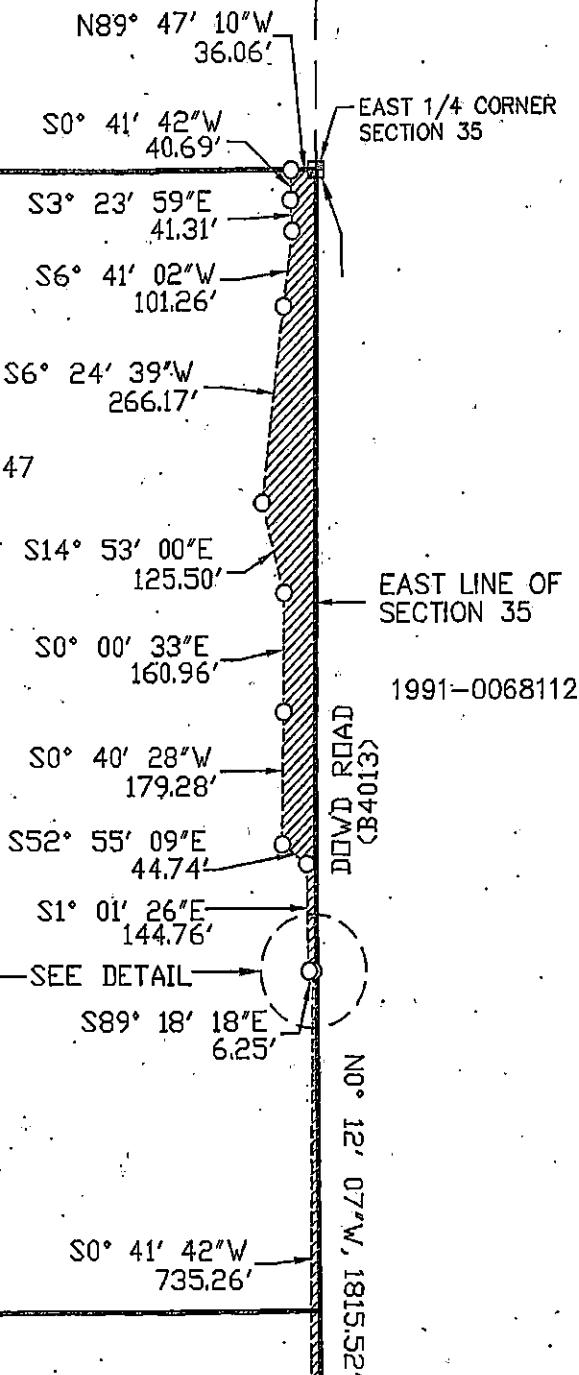
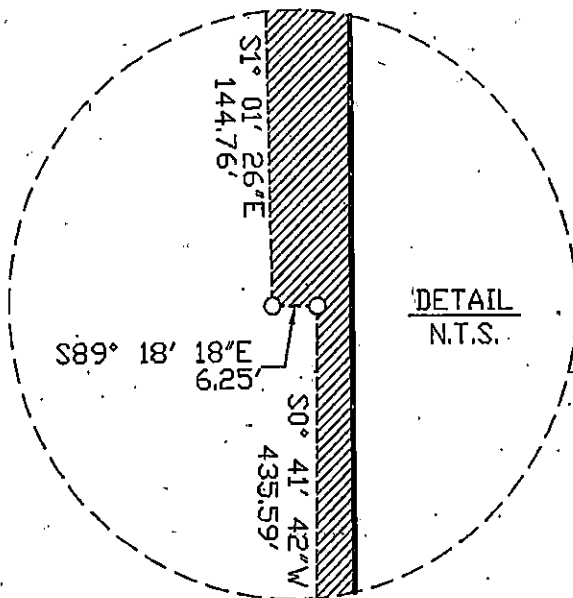
5-31-18  
Date



EXHIBIT "B"  
**HIGHWAY EASEMENT**  
 A PORTION OF  
 SECTION 35, T13N, R5E, MDM  
 COUNTY OF PLACER  
 STATE OF CALIFORNIA  
 SCALE 1"=250' JUNE 2018

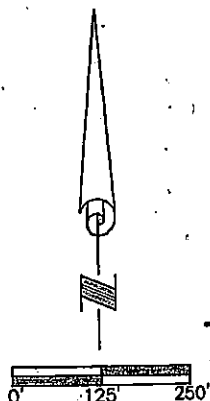


PCL. 4  
 2016-0015747



**LEGEND**

- O DIMENSION POINT.
- ▨ HIGHWAY EASEMENT



PCL. 5  
 2016-0015747

WISE ROAD  
 (A6081)