

NEVADA COUNTY

Bd. of Supr.

80 15103

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS

AGREEMENT
RIGHT-OF-ENTRY
AND
RIGHT-OF-WAY
FOR DONATED RIGHTS-OF-WAY

OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY OF NEVADA
25 JUN 3 1980
AT 2 MIN. PAST 20 O'CLOCK P.M.
NEVADA COUNTY, CALIFORNIA
RECORDED

Assessor's Parcel No. 32-48-18
Project B.O.S. RES. 80-107

THIS AGREEMENT made and entered into on the 27th day of MAY, 1980,
by and between Nevada County, a political subdivision of the State of California,
hereinafter referred to as "COUNTY" and ERICKSON LUMBER
COMPANY, a California Corporation

hereinafter referred to as "GRANTOR".

GRANTOR hereby grants permission to COUNTY to enter upon GRANTOR's land, described
by Deed in Book No. 461, Page 317, Official Records, Nevada County, State of
California, for the purposes of constructing a County road improvement.

GRANTOR also hereby agrees to grant to the COUNTY an exclusive option to accept
a donation of right-of-way for any and all County road purposes, over portions of
that certain real property in Nevada County, State of California, bounded and described
as follows, to-wit:

All that portions of real property, located in Nevada County, California, being
a portion of that real property described in Book 461, Page 317, Official
Records, Nevada County, which lies within the area between the tops of the cut
slopes and/or the toes of the fill slopes of the heretofore stated County roadway
improvement.

In consideration of said option and upon the exercise thereof, said COUNTY
hereby agrees to:

1. Construct a county roadway improvement by grading to an approximate 20 foot

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wide roadbed, install drainage culverts, construct roadside drainage ditches, and construct an approximately 18 foot wide chip seal surface.

2. Remove only such trees, brush, and vegetation as necessary for the construction and/or maintenance of the roadway.
3. All trees which are within the affected areas and require removal remain property of the GRANTOR and will be placed at convenient locations on the GRANTOR's remaining properties for GRANTOR's disposal, or if not wanted by GRANTOR, will be disposed of by the COUNTY.
4. Merchantable timber will be cut as near 16 foot or longer lengths as practicable.
5. Ascertain the description of the right-of-way and record the acceptance of the donated rights-of-way at no cost to the GRANTOR within one (1) year after the execution of this Agreement.
6. Maintain said county roadway improvement.

The performance of the terms and conditions of this Agreement shall constitute the entire consideration for granting of the "right-of-entry", and "rights-of-way" and upon acceptance by the COUNTY shall release the COUNTY from any obligation, claim, or of damage other than herein provided.

IN WITNESS WHEREOF, COUNTY has caused this Agreement to be signed by the Director of Public Works of said COUNTY.

NEVADA COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA

BY: Terrance E. Lowell
Terrance E. Lowell, Director of Public Works

BY: Thomas E. Guert
Chairman, Board of Supervisors

GRANTOR

GRANTOR

GRANTOR

GRANTOR

Charles P. Wash
WITNES

Cement Hill Road

NEVADA COUNTY

STATE OF CALIFORNIA)

80 15103

COUNTY OF NEVADA

COUNTY OF NEVADA)

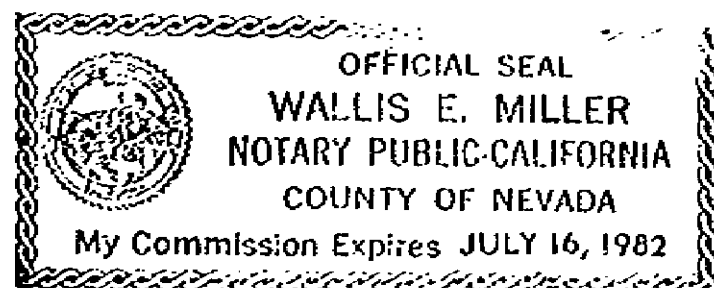
) ss.

On MAY 29, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLEY WASHBURN, personally known to me to be the person whose name is subscribed to the within Instrument, as a Witness thereto, who being by me duly sworn, deposes and says:

That HE resides in NEVADA CITY, CALIF., and that HE attests to the fact that C.D. GURRY, known to HIM to be the same person described in and whose name IS subscribed to the within and annexed Instrument as THE Part Y thereto, execute and deliver the same, and HE acknowledged to said affiant that HE executed the same; and that said affiant subscribed HIS name thereto as a Witness.

WITNESS my hand and official seal.

Signature Wallis E. Miller
WALLIS E. MILLER
Name (Typed or Printed)



RESOLUTION No. 80173

CHIEF SEALING OF PORTIONS OF VARIOUS COUNTY ROADS--APPROVAL OF
PLANS AND SPECIFICATIONS, APPROVAL TO ADVERTISE FOR BIDS, AND
APPROVAL OF RIGHTS-OF-WAY AGREEMENTS

WHEREAS, Federal Revenue Sharing Funds have been allotted for these projects,
and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors approves the Specifications for chip sealing of portions of various County roads and authorize the Chairman to sign the Specifications.

BE IT FURTHER RESOLVED that the Director of Public Works is instructed to prepare the Grant Deeds for acceptance of the donated rights-of-way.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of May, 1980, by the following vote of said Board:

By J. A. C. W. C. W.
Deputy Clerk

MELBA J. POLGLASE
County Clerk and ex-officio Clerk,
Board of Supervisors
COUNTY OF NEVADA

By Calvin Reed Deputy

[illegible]

File: 020.10 002; 240.3437 001

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