

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> June 7, 2016	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Board of Supervisors <b>APPROVING PARTY:</b> Clerk of the Board <b>PHONE NUMBER:</b> 530-289-3295
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**AGENDA ITEM:** Discussion/direction regarding notice from Larry Ostrom canceling Sierra County Agreement 2002-207 for Grant of Right of Way and Road Maintenance.

**SUPPORTIVE DOCUMENTS ATTACHED:**    Memo    Resolution    Agreement    Other  
 See attached email from Mr. Ostrom and copy of Sierra County Agreement 2002-207

**BACKGROUND INFORMATION:**

**FUNDING SOURCE:**  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$ N/A

<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <input type="checkbox"/> Yes, -- -- <input type="checkbox"/> No	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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CLERK TO THE BOARD _____	DATE _____
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## Heather Foster

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**From:** RRLewis H2OCO <rrlewish2o@gmail.com>  
**Sent:** Wednesday, May 11, 2016 3:38 PM  
**To:** Tim Beals; Heather Foster  
**Subject:** Re: 49er Drive

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

To the Board of Supervisors: please consider this notice that we are cancelling Agreement 020207 for Road maintenance as of this date. Please notify the State of California so that you are not to be paid mileage for the Roads covered. We will be happy to reconsider this type of Agreement when you have personnel in place that want to work together with us and can afford us ample time to appear for magical meetings.

Larry Ostrom

On Wed, May 11, 2016 at 3:31 PM, RRLewis H2OCO <[rrlewish2o@gmail.com](mailto:rrlewish2o@gmail.com)> wrote:

On Wed, May 11, 2016 at 3:03 PM, Tim Beals <[tbeals@sierracounty.ca.gov](mailto:tbeals@sierracounty.ca.gov)> wrote:

To avoid this email exchange from continuing, you will be receiving a letter on the encroachment issue and of course you can rebut that at the time. I can tell you your assumptions are incorrect.

On the surfacing issue we intend to surface the county road as a maintenance effort with grindings and to restore areas impacted by snow removal. The decision on the widening will occur after the Friday meeting with the property owners. Sorry you cannot make it and feel free to send Cliff or someone on your behalf.

This and previous emails to you are the notice referred to in the right of way agreement. Your outright rejection of this maintenance work is unfortunate and is noted for the record.

Take care Larry

Tim Beals

Sent from my iPhone

On May 11, 2016, at 2:43 PM, RRLewis H2OCO <[rrlewish2o@gmail.com](mailto:rrlewish2o@gmail.com)> wrote:

Putting regrind down, whether it is free or not, is expensive when you go 8" thick. If you put the material down, expect the agreement to be cancelled. This and your other "minor" work like paving Ostrom Way without permission is typical.

The deeds on the property indicate a public utilites and road easement. I would expect no less than the county not making an as build layout of the road. We will be continuing our pipeline work. If we don't have a permit, why did you accept the bond and the check. You might also read the agreement again in that this is a private road for public use.

L

On Wed, May 11, 2016 at 1:37 PM, Tim Beals <[tbeals@sierracounty.ca.gov](mailto:tbeals@sierracounty.ca.gov)> wrote:

Larry your comments are noted. We are asking for your cements on the scope of what I outlined. Remember that this is a county road and by virtue of the right of way agreement we are sending you notice for the work within the road section applicable to the agreement . How we put material down, why, when, and so forth are county concerns and to answer your immediate comment, the road grindings have been and continue to be free just so your opinions can be factually correct. Wasteful is not accurate but thanks for your opinion.

On the location of property corners on the county road your surveyor can easily locate them. However if any excavation or digging in the county road or right of way is contemplated you will need an encroachment permit. I will be sending you correspondence soon about your work last year in the county right of way and confirm with you that you have no valid permit for any encroachment work. Just so you know so there is no confusion

Tim Beals

Sent from my iPhone

On May 11, 2016, at 1:22 PM, RRLewis H2OCO <[rrlewish2o@gmail.com](mailto:rrlewish2o@gmail.com)> wrote:

If you remember correctly, I said that REGRIND is good for dust control. I never approved 8" of regrind as that is not only wasteful it is outrageously expensive.

Also, on Wild Plum Ridge, since you paved over the corners, would you mind having your people mark the common corners in the center(?) of the paving so that we can continue with the new water line and fire line.

Thanks

Larry

On Wed, May 11, 2016 at 12:57 PM, Tim Beals <[tbeals@sierracounty.ca.gov](mailto:tbeals@sierracounty.ca.gov)> wrote:

Thanks for your comments and I will consider them in the decision. I expect to send you a decision by Monday. I doubt any real change will be noticed to anyone but we will see. As for the existing surface I recall that you endorsed as well as encouraged us to use grindings on the road. It is what we will continue to do for the immediate future as it keeps dust down and provides a good riding surface that is easy to maintain. Sorry you cannot be here on Friday

Tim Beals

Sent from my iPhone

On May 11, 2016, at 11:43 AM, RRLewis H2OCO <[rrlewish2o@gmail.com](mailto:rrlewish2o@gmail.com)> wrote:

Your meeting notice is too short for me to attend. We also object to any more work being done on Forty Niner while we are reviewing the agreement. You have already placed over 8" of grind on the upper end of Forty Niner (where we crossed to put in the pipeline) as part of your minor repairs. We are also looking at the relocation of the fire line and, in fact Forty Niner Drive to place it on the south edge of property lines.

Larry

On Wed, May 11, 2016 at 8:24 AM, Tim Beals  
<[tbeals@sierracounty.ca.gov](mailto:tbeals@sierracounty.ca.gov)> wrote:

For your information I am meeting with several property owners on Friday to discuss our small road widening proposal so if you are interested, you can attend as well. At this point it is set for 9:00 am.

Tim Beals

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**From:** Tim Beals  
**Sent:** Monday, May 09, 2016 4:21 PM  
**To:** 'RRLewis H2OCO' <[rrlewish2o@gmail.com](mailto:rrlewish2o@gmail.com)>  
**Cc:** Peter Huebner <[phuebner@sierracounty.ca.gov](mailto:phuebner@sierracounty.ca.gov)>; 'Nordis Ostrom' <[nordis1955@gmail.com](mailto:nordis1955@gmail.com)>; 'Sigurd Ostrom' <[ostrom17@att.net](mailto:ostrom17@att.net)>; Mark Daigle <[mdaigle@sierracounty.ca.gov](mailto:mdaigle@sierracounty.ca.gov)>  
**Subject:** 49er Drive

Larry....this is providing you notice that we will be placing additional asphalt grindings on 49er Drive in the near future as maintenance to deal with potholes and areas impacted by snow removal operations over the past few years. Additionally, there is a location down by the Nordis Ostrom residence (across and below from Sig) that is more narrow than the balance of 49er Drive. We intend to make a slight increase in width (less than five feet) to make snow removal operations easier and all work will be within the right of way granted under Agreement 020207. Within the next week we will conduct a quick field review to mark the limits of the widening and we plan to do the work by the end of the month. Thanks and this information is provided consistent with the terms of the referenced agreement.

Tim Beals



## Agreement for Grant of Right of Way and Road Maintenance

This Agreement is made on this 7<sup>th</sup> day of October, 2002, by and between the County of Sierra (County) and the Ostrom Family Trust, (Ostrom Trust), and is for the purpose of providing a grant of right of way for public use of certain roads located within the unincorporated area of Sierra County.

### Recitals

Whereas, the Ostrom Family Trust is the successor in interest in title to certain real property located in Sierra County, and consisting of the roadbeds for 49er Drive, Ostrom Way and Ostrom Lane. The respective roads are shown on Exhibit "1" attached to and incorporated in this Agreement by this reference (collectively the "Roads"); and

Whereas, the parties recognize and agree that these Roads are located in an area in Sierra County that annually receives a significant amount of snow fall which must be removed by public or private efforts in order to sustain the residents' ability to access their property and the public's ability to access the area served by these Roads; and

Whereas, pursuant to the provisions of California Streets and Highway Code Section 969.5, the County is authorized to expend public funds for the purpose of maintaining (including but not limited to snow removal) privately owned roads within the County, upon the grant or lease of a right of way from the property owner to the County; and

Whereas, in executing this Agreement it is the intent of the County and Ostrom Trust to grant the County a right of way for public use of the Roads, in accordance with the provision of Streets and Highways Code Section 969.5, and to thereby put aside any previous disputes concerning the status and the County's right to use and maintain said Roads.

### **NOW THEREFORE IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND PROMISES OF THE PARTIES HERETO, IT IS HEREBY AGREED THAT:**

1. Ostrom Trust hereby grants to County a right of way on 49er Drive beginning at its most northerly point and extending to approximately 50 feet south of the common property corner between the two parcels referred to as Assessor's Parcel Numbers (APN) 008-161-007-0 and 008-161-008-0; a right of way consisting of 50 feet in width on Ostrom Way for its full length; and a right of way consisting of 30 feet in width on Ostrom Lane for its full length. These grants shall be along the alignment of the existing road, not to exceed a width of 16 feet and are made for the purpose of use of said Roads by the County and the public; provided however, that County shall be allowed to utilize the full width of the road easements (as reflected on the deeds for the property abutting said Roads) for the purpose of its snow removal activities, including snow storage.
2. County hereby accepts said grants of right of way and based thereon agrees to provide snow removal and maintenance on each of the Roads. The snow removal shall be provided in accordance with the policies, procedures, and priorities as may from time to time be established by appropriate action of the Board of Supervisors and consistent with the funding for such work within the regularly adopted County budget.

3. County agrees to reasonably coordinate with and to reasonably seek advance input from Ostrom Trust's designated representative prior to conducting any maintenance work on said Roads. Ostrom Trust agrees to reasonably coordinate with the County prior to conducting work on the RR Lewis Small Water System, within the roadbeds. Except in cases of emergency or other urgent circumstances, compliance with this provision shall require written or faxed notice to the other party not less than 14 days prior to the initiation of any proposed work (excluding snow removal) in order to assure that such work does not significantly interfere with any work planned to be undertaken by the County or by the Ostrom Trust on the RR Lewis Small Water System's pipelines which lie under said Road rights of ways.
4. County also agrees not to undertake any improvement work, without the prior approval of Ostrom Trust, provided however, that said approval shall not be required as to any improvement work required in order to eliminate any known hazardous condition or safety problem. The approval of either party contemplated by this Agreement shall not be unreasonably withheld.
5. County agrees that Ostrom Trust shall not be required to obtain an encroachment permit from County as to the Roads, for the work on the RR Lewis Small Water System, nor shall Ostrom Trust be required to restore any of the Roads to a condition beyond that existing as of the date of the execution of this Agreement.
6. County shall indemnify, defend and hold Ostrom Trust harmless from any and all liability, damage or claim arising from the County's performance of this Agreement and use of said road rights of ways, except for damage, liability or claims that arise as a result of affirmative acts or negligence by Ostrom Trust and/or its agents, representatives or employees.
7. Ostrom Trust shall indemnify, defend and hold County harmless from any and all liability, damage or claim arising from the Ostrom Trust's performance of this Agreement except for damage, liability or claims that arise as a result of the affirmative acts or negligence by County.
8. In the event that the County subsequently elects to exercise its power of eminent domain to acquire any further interest in the Roads, then this Agreement shall be deemed null and void and the value of the property acquired by County shall be made without reference to the existence of this Agreement.
9. This Agreement, together with its specific references and attachments, constitutes the full and complete agreement of the parties.
10. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties.
11. This Agreement shall be binding upon and inure to the benefit of such party, its successors and assigns.
12. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

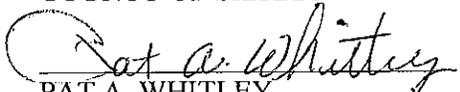
If to "County":  
Director Department of Public Works  
P. O. Box 530  
Downieville, CA 95936

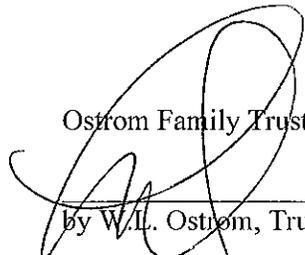
With a copy to:  
Board of Supervisors  
Post Office Drawer "D"  
Downieville, CA 95936

If to "Ostrom":  
4500 E. Fremont Street  
Stockton, Ca. 95215  
Attn: Larry Ostrom  
Fax (209) 948-1959

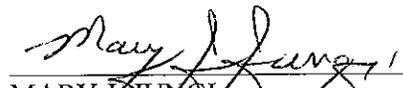
With a copy to:  
Michael Williams  
P.O. Box 7683  
Stockton, Ca 95267  
Fax (209) 476-1674

COUNTY OF SIERRA

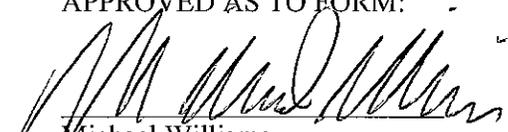
  
PAT A. WHITLEY  
Vice Chairman, Board of Supervisors

Ostrom Family Trust  
  
by W.L. Ostrom, Trustee

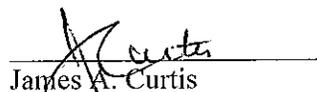
ATTEST:

  
MARY J. JUNGL  
Clerk of the Board

APPROVED AS TO FORM:

  
Michael Williams  
Counsel of Ostrom Family Trust

APPROVED AS TO FORM:

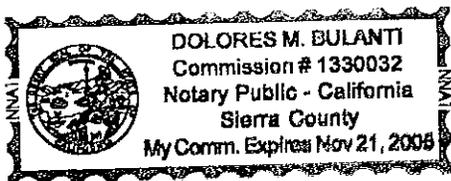
  
James A. Curtis  
County Counsel

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of Sierra } ss.

On 10/3/02, before me, Dolores M. Bulanti, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared W. Z. Ostrem  
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

Dolores M. Bulanti  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

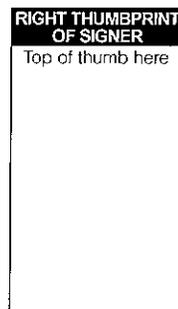
Title or Type of Document: Agreement for Grant of Right-of-Way & Road Maintenance  
Document Date: 10/7/02 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

- Signer's Name: W. Z. Ostrem
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: Self



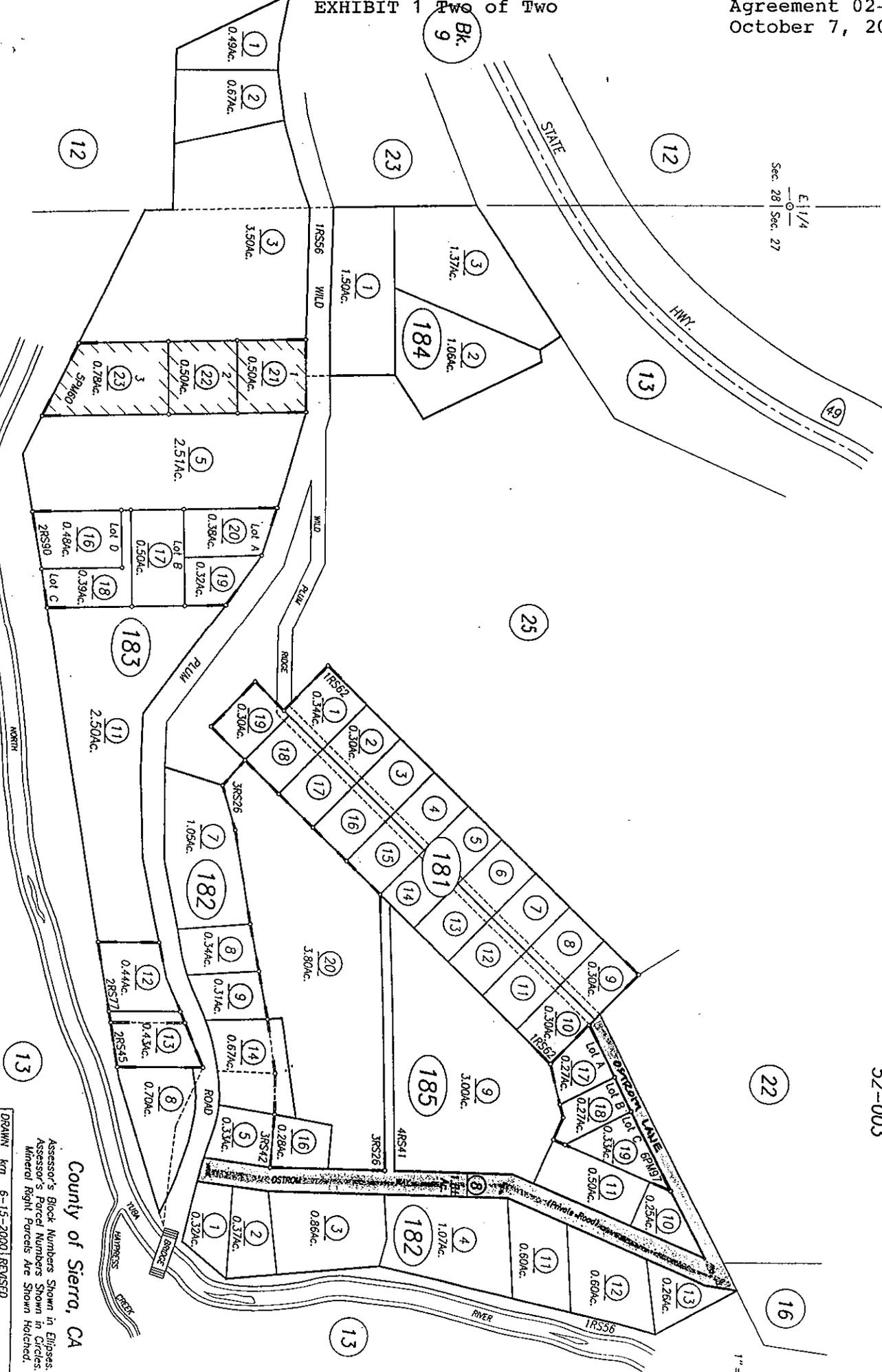
SUBDIVIDED LANDS & POR. SEC. 27, T.20N., R.12E., M.D.B.&M.

Tax Rate Area  
52-003

8-18

E 1/4  
Sec. 28 | Sec. 27

1" = 200'



NOTE  
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or supersede local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

DRAWN	km 6-15-2000	REVISED
REVISED	km 01/17/2002	REVISED
REVISED	km 02/21/2002	REVISED
REVISED		REVISED

County of Sierra, CA  
Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.  
Mineral Right Parcels Are Shown Hatched.

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