

W.O. 4621

Subject Property: APN 060-270-001

Owner: John G. Hutchens, a married man, as his sole and separate property

AGREEMENT NO. _____

AGREEMENT FOR PURCHASE OF INTERESTS IN REAL PROPERTY

CR 41 Washout Realignment Project – W.O. 4621

This Agreement (“Agreement”) is made and entered into this ____ day of August, 2022 by and between the County of Yolo (“County”) and John G. Hutchens, owner of the Subject Property (“Grantor”).

The parties hereby mutually agree as follows:

1. **Deed Delivery.** Within seven (7) calendar days of the full execution of this Agreement, Grantor shall execute and deliver one Easement Deed (“Deed”) for a permanent right-of-way and utility easement (approximately 0.173 acres) and one Temporary Construction Easement (“TCE”) (approximately 0.321 acres of 24-months duration) to the County for the purpose of conveying to the County the certain interests described in the Deed and TCE for the County Road 41 Washout Realignment Project (“Project”). The permanent easement conveyed in the Deed and the TCE are collectively referred to herein as “the Easements.” A copy of the Deed and TCE are attached hereto as Attachments 1 and 2, respectively, and incorporated by this reference. The legal descriptions and plat maps depicting the Easements are included in Attachments 1 and 2, respectively, as Exhibits A and B thereto and are incorporated herein by this reference.

2. **Compensation and Title.** The County shall pay the Grantor the total sum of \$27,200.00 (“Compensation”). By execution of this Agreement, Grantor acknowledges that this Agreement and payment of the Compensation to Grantor includes any and all just compensation to which Grantor may be entitled, including cost to cure damages and severance damages to the remaining property, by reason of the County’s acquisition of the Easements and construction and use of the Project.

Payment of the Compensation shall be made by County within 30 days after this Agreement is fully executed and the signed and notarized Deed and TCE are delivered to the County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases, recorded and/or unrecorded, 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. Covenants, conditions, restrictions, and reservations of record, if any; and
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
3. **Escrow.** The conveyance of the Deed will be handled through an escrow with Placer Title Company, located 30 West Main Street, Suite A, Woodland, CA 95695, Phone (530) 666-1214 or other title company designated by the Director of Public Works. The County shall pay all costs of escrow and recording incurred in this transaction, and if title insurance is

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desired by the County, title insurance policy expenses. Escrow and recording costs shall not, however, include any trustee fees, forwarding fees, or penalty for any full or partial reconveyance of deed or full release of any mortgage paid.

4. **Deductions.** The County shall have the authority to deduct and pay from the Compensation any amount necessary to satisfy any bond, lender, lien, or other encumbrance demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

Any monies payable under this Agreement 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(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

5. **Warranties.**

- a. The person(s) signing on behalf of Grantor warrants that he/she is the owner in fee simple of the Subject Property or has the authority to sign on behalf of the owner of the Subject Property, that this Agreement, the Deed, and TCE have been properly executed by Grantor, and that no other persons are required to execute these documents on behalf of Grantor in order to fully convey to the County the Easement interests in the Subject Property described in the Attachments 1 and 2 and the exhibits thereto. The person signing this Agreement on behalf of Grantor understands that the County is entering into this Agreement in reliance upon these warranties made by Grantor.
- b. Grantor warrants that there are no oral or written leases on all or any portion of the Subject Property exceeding a period of one month, or that any leases on the property described in the Deed will be terminated by the date of possession and Grantor agrees 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 the property held by any tenant of Grantor for a period exceeding one month.

6. **Indemnification.** Grantor covenants and agrees to indemnify and hold the County harmless from any and all claims that other parties may make or assert on the title to the premises for interests not set forth in the record title.

7. **Improvements.** It is understood and agreed by and between the parties hereto that the Compensation includes full compensation, including cost to cure damages, for the following improvements:

- Approximately 200 linear feet of picket fencing to be removed along the northern right of way of the new County Road 41 and to be replaced by Owner; and
- Irrigation improvements installed in the areas of the Easements and severed from the

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irrigation improvements that will be cut and capped on the North portion of the Subject Property, as further described in the appraisal prepared by Bender Rosenthal Inc., dated August 9, 2022.

8. **Additional Work.** At no expense to Grantor and either before or at the time of construction, the County agrees to install a new aggregate base driveway approach to the property, located at approximate Engineer Station 55+00, and install a PVC sleeve under the realigned roadway for irrigation purposes (specifically, irrigating landscaping on the property west of the new roadway) (“Additional Work”). Upon completion, the Additional Work is to be maintained, repaired, and operated as such by Grantor, in accordance with and subject to the laws of the County and/or State of California. Grantor understands and agrees that after completion of the Additional Work, the Additional Work will be Grantor’s sole property.
9. **Permission to Enter.** Permission is hereby granted to the County or its authorized agent to enter on Grantor’s land, where necessary, for the purpose of performing the following the Additional Work described in Section 8, above.
10. **Date of Possession.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Easements by the County, including the right to remove and dispose of improvements, shall commence on September 15, 2022, or the execution of this Agreement, whichever occurs later (“Possession Date”), and that the Compensation includes, but is not limited to, full payment for such possession and use including damages, if any from the Possession Date.

The TCE described and depicted in Attachment 2 hereto is needed during the construction. The TCE shall commence on the Possession Date and shall terminate 24 months after the execution date, or when the Yolo County Board of Supervisors accepts the work as complete, whichever occurs first. In no case shall the TCE extend past September 14, 2024, unless extended by written mutual agreement of Grantor and the Director of Public Works.

If the TCE is recorded, the County will quitclaim the interest conveyed by the TCE, to Grantor at the expiration of said terms in this Agreement.

Upon expiration of the TCE the County, at its sole cost and expense, shall restore the TCE property to substantially the same condition it was in prior to the Possession Date.

11. **Hazardous Materials.** The property interests being acquired in this transaction reflect the fair market value of the property without the presence of contamination. If the property subject to the Easements being acquired is found to be contaminated by the presence of hazardous waste, which requires mitigation under Federal or State law, the County may elect to recover its clean-up costs from those who caused or contributed to the contamination.
12. **Title VI Assurances.** The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil

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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.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

13. Successors and Assigns. The parties hereto understand and agree that this Agreement insures to the benefit of, and is binding on, the parties, their respective heirs, personal representative, successors, and assigns.

14. Entire Agreement. The parties have set forth the whole of their Agreement. The performance of the Agreement constitutes the entire consideration for the Deed 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. No obligations other than those set forth in this Agreement will be legally binding on either party.

15. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the day and year above set forth.

COUNTY:

County of Yolo

By: _____

Nicholas S. Burton,
Director of Public Works,
Department of Community Services

GRANTOR:

John G. Hutchens, a married man, as his sole and separate property

By: *J. Gage Hutchens*
John G. Hutchens, Owner

Approved as to Form:

Philip J. Pogledich, County Counsel

By: *Kimberly E. Hood*

Kimberly E. Hood, Assist. County Counsel

Recording Requested by:
Yolo County

WHEN RECORDED MAIL TO:

THE COUNTY OF YOLO, A POLITICAL
SUBDIVISION OF THE STATE OF CALIFORNIA
292 W. Beamer St.
Woodland, CA 95695

A.P.N.: Portion of 060-270-001

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PUBLIC ROAD AND UTILITY RIGHT OF WAY EASEMENT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00 SECTION 11922 R & T CODE; GOVERNMENTAL AGENCY ACQUIRING TITLE
City Transfer Tax: \$0.00

(X) Unincorporated Area () City of

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **JOHN G. HUTCHENS, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY (GRANTOR)**, hereby GRANTS to **THE COUNTY OF YOLO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY)**, in perpetuity,

AN EASEMENT FOR PUBLIC ROAD AND UTILITY RIGHT OF WAY PURPOSES OVER, UNDER, ON AND ACROSS THAT CERTAIN LAND SITUATED IN THE COUNTY OF YOLO, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION.

This is to certify that the interest in real property conveyed by this instrument to the County of Yolo, a political subdivision of the State of California is hereby accepted in accordance with the requirements of Section 27281 of the Government Code, by the undersigned officer on behalf of the Board of Supervisors, pursuant to authority conferred by Resolution 63-21, adopted by the Board of Supervisors of Yolo County on February 15, 1963, and the grantee consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____

Nicholas S. Burton, Director of Public Works,
Department of Community Services

GRANTOR:

John G. Hutchens, a married man, as his sole and separate property

John G. Hutchens, Owner

Date: _____

EXHIBIT "A"
RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION
APN: 060-270-001
HUTCHENS

The land described herein is situated in the State of California, County of Yolo unincorporated area, and is described as follows:

BEGINNING at a point on the North line of the Parcel of land described in Document No. 2019-18869 on file in the Yolo County Recorder's Office from whence the Northwest corner of the land also described in Book 687, Page 556 of Official Records on file in the Yolo County Recorder's Office, as shown on Book 11, Page 52 of Maps and Surveys bears North 56°42'03" East, 242.97 feet; thence leaving said line along a curve to the right having a radial bearing of North 11°51'26" East with a radius of 291.00 feet, a delta of 36°07'19" and an arc length of 183.46 feet to a point on the South line of said Parcel; thence along said South Parcel South 56°42'03" West, 40.54 feet; thence leaving said line along a curve to the left having a radial bearing of North 46°34'32" East with a radius of 251.00 feet, a delta of 44°42'56" and an arc length of 195.89 feet to a point on the North line of said Parcel; thence along said North line North 56°42'03" East, 61.79 feet to the TRUE POINT OF BEGINNING.

Containing 7,536 square feet more or less.

END OF DESCRIPTION

The Basis of Bearings is NAD83 California Coordinate System Zone 2, established from observations to found NGS monuments PID DH-6512 and DH-6513 the distances and coordinates shown hereon are ground measurements. Multiply the distances and coordinates shown hereon by .999919534744 to obtain the 2010 epoch grid coordinate datum of NGS.

See Exhibit 'B' attached hereto and made a part of this description.

This description has been prepared by me or under my direct supervision in conformance with the Professional Land Surveyors' Act.


Ryan L. Ming P.L.S. 8409

8/09/2022
Date



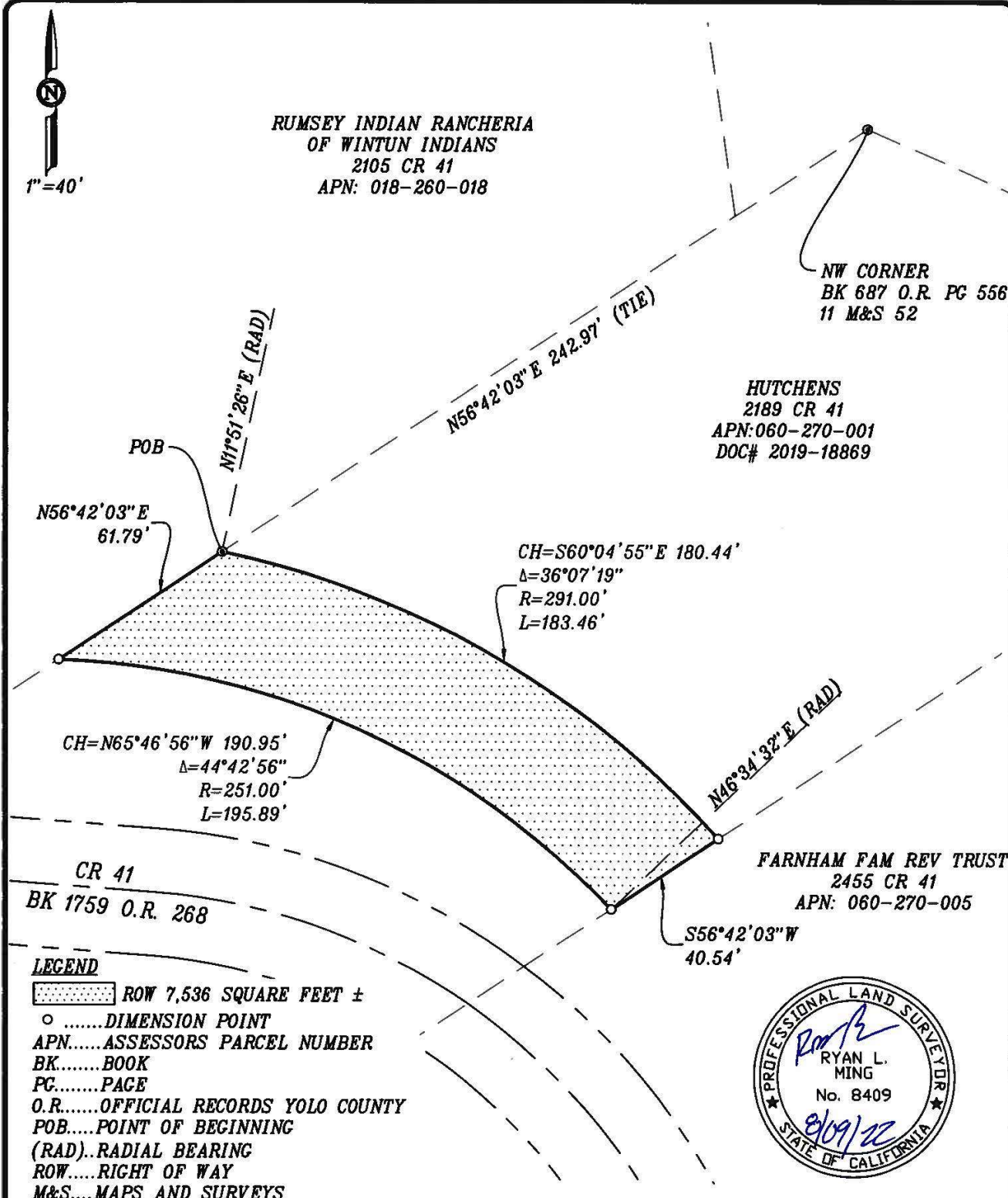


RUMSEY INDIAN RANCHERIA
OF WINTUN INDIANS
2105 CR 41
APN: 018-260-018

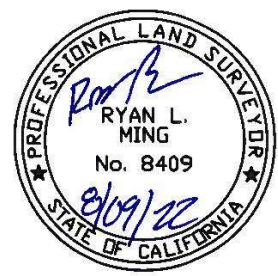
NW CORNER
BK 687 O.R. PG 556
11 M&S 52

HUTCHENS
2189 CR 41
APN: 060-270-001
DOC# 2019-18869

FARNHAM FAM REV TRUST
2455 CR 41
APN: 060-270-005



LEGEND
 [Stippled Box] ROW 7,536 SQUARE FEET ±
 ○ DIMENSION POINT
 APN.....ASSESSORS PARCEL NUMBER
 BK.....BOOK
 PG.....PAGE
 O.R.....OFFICIAL RECORDS YOLO COUNTY
 POB.....POINT OF BEGINNING
 (RAD)..RADIAL BEARING
 ROW.....RIGHT OF WAY
 M&S....MAPS AND SURVEYS



APN: 060-270-001
 SHEET 1 OF 1

EXHIBIT B
 RIGHT OF WAY EASEMENT
 PORTION OF RANCHO CANADA DE CAPAY, T12N,R3W, MDM
 YOLO COUNTY

COUNTY ROAD 41-RE ALIGNMENT
UNICO
 ENGINEERING
 110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
 PHONE: 916.900.6623 | unicoengineering.com

Recording Requested by:
Yolo County

WHEN RECORDED MAIL TO:

THE COUNTY OF YOLO, A POLITICAL
SUBDIVISION OF THE STATE OF CALIFORNIA
292 W. Beamer St.
Woodland, CA 95695

A.P.N.: Portion of 060-270-001

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TEMPORARY CONSTRUCTION EASEMENT

The undersigned grantor(s) declare(s):

**Documentary transfer tax is \$0.00 SECTION 11922 R & T CODE; GOVERNMENTAL AGENCY ACQUIRING TITLE
City Transfer Tax: \$0.00**

(X) Unincorporated Area () City of

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **JOHN G. HUTCHENS, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY (GRANTOR)**, hereby GRANTS to **THE COUNTY OF YOLO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY)**

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES OVER, UNDER, ON AND ACROSS THAT CERTAIN LAND SITUATED IN THE COUNTY OF YOLO, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION.

- 1. THE RIGHTS CONVEYED BY THIS EASEMENT SHALL TERMINATE TWO YEARS AFTER THE EXECUTION DATE OF THE TEMPORARY CONSTRUCTION EASEMENT, OR WHEN THE YOLO COUNTY BOARD OF SUPERVISORS ACCEPTS THE WORK AS COMPLETE, WHICHEVER OCCURS FIRST.**

This is to certify that the interest in real property conveyed by this instrument to the County of Yolo, a political subdivision of the State of California is hereby accepted in accordance with the requirements of Section 27281 of the Government Code, by the undersigned officer on behalf of the Board of Supervisors, pursuant to authority conferred by Resolution 63-21, adopted by the Board of Supervisors of Yolo County on February 15, 1963, and the grantee consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____

Nicholas S. Burton, Director of Public Works,
Department of Community Services

GRANTOR:

John G. Hutchens, a married man, as his sole and separate property

John G. Hutchens, Owner

Date: _____

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
APN: 060-270-001
HUTCHENS

The land described herein is situated in the State of California, County of Yolo unincorporated area, and is described as follows:

PARCEL 1

BEGINNING at a point on the North line of that Parcel of land described in Document No. 2019-18869 on file in the Yolo County Recorder's Office from whence the Northeast corner of the land described in Book 687, Page 556 of Official Records on file in the Yolo County Recorder's Office, as shown on Book 11, Page 52 of Maps and Surveys bears North 56°42'03" East, 207.68 feet; thence leaving said line along a curve to the right having a radial bearing of North 16°21'35" East with a radius of 317.00 feet, a delta of 32°20'23 and an arc length of 178.93 feet to a point on the South line of said Parcel; thence along said South line South 56°42'03" West, 26.28 feet; thence leaving said line along a curve to the left having a radial bearing of North 47°58'45" East with a radius of 291.00 feet, a delta of 36°07'19" and an arc length of 183.46 feet to a point on the North line of said Parcel and hereinafter referred to as POINT "A"; thence along said North line North 56°42'03" East, 35.20 feet to the TRUE POINT OF BEGINNING.
Containing 4,705 square feet or less.

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
APN: 060-270-001
HUTCHENS

PARCEL 2

BEGINNING at a point on the North line of that Parcel of land described in Document No. 2019-18869 on file in the Yolo County Recorder's Office from whence the previously mentioned POINT "A" bears North 56°42'03" East, 61.79 feet; thence along a curve to the right having a radial bearing of North 01°51'36" East with a radius of 251.00 feet, a delta of 44°42'56" and an arc length of 195.89 feet to a point on the South line of said Parcel; thence along said South line South 56°42'03" West, 32.68 feet to a point on the Northerly right of way as described in Book 1759, Page 268 of Official Records on file in the Yolo County Recorder's Office; thence along said right of way along a curve to the left having a radial bearing of North 36°42'58" East having a radius of 220.00 feet a delta of 32°19'52" and an arc length of 124.14 feet; thence continuing along said right of way, North 85°36'54" West 101.69 feet to a point on the North line of said Parcel; thence North 56°42'03" East, 82.86 feet to the TRUE POINT OF BEGINNING.
Containing 9,278 square feet more or less.

END OF DESCRIPTION

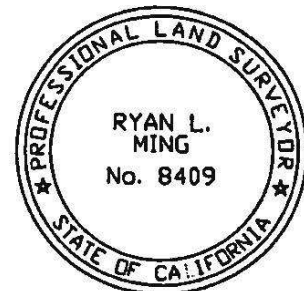
The Basis of Bearings is NAD83 California Coordinate System Zone 2, established from observations to found NGS monuments PID DH-6512 and DH-6513 the distances and coordinates shown hereon are ground measurements. Multiply the distances and coordinates shown hereon by .999919534744 to obtain the 2010 epoch grid coordinate datum of NGS.

See Exhibit 'B' attached hereto and made a part of this description.

This description has been prepared by me or under my direct supervision in conformance with the Professional Land Surveyors' Act.


Ryan L. Ming P.L.S. 8409


Date



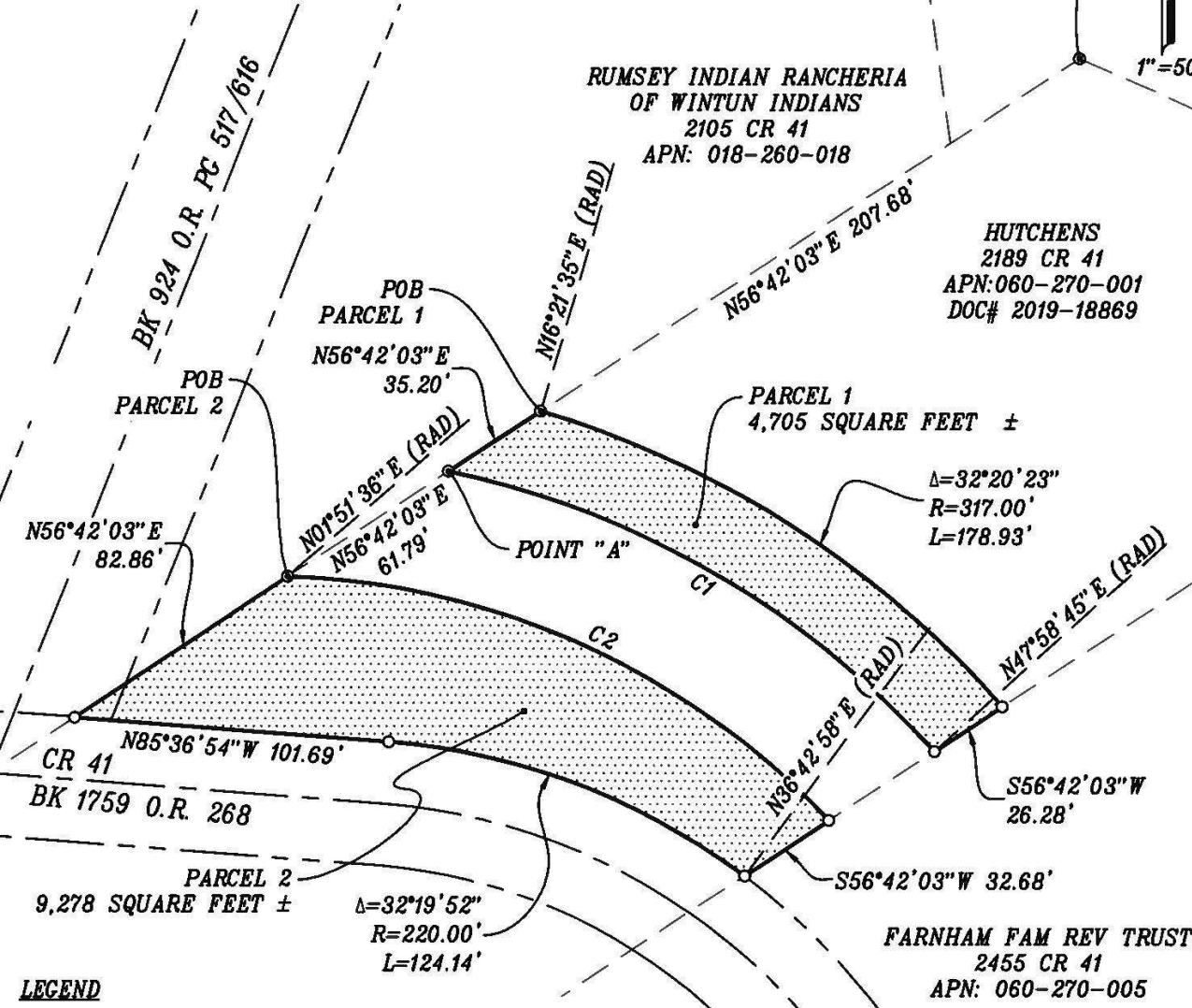
CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	291.00'	36°07'19"	183.46'
C2	251.00'	44°42'56"	195.89'

NW CORNER
BK 687 O.R. PG 556
11 M&S 52



RUMSEY INDIAN RANCHERIA
OF WINTUN INDIANS
2105 CR 41
APN: 018-260-018

HUTCHENS
2189 CR 41
APN:060-270-001
DOC# 2019-18869



LEGEND

- TCE 13,983 SQUARE FEET ± TOTAL
- DIMENSION POINT
- APN..... ASSESSORS PARCEL NUMBER
- BK..... BOOK
- PG..... PAGE
- O.R..... OFFICIAL RECORDS YOLO COUNTY
- POB..... POINT OF BEGINNING
- (RAD).. RADIAL BEARING
- ROW..... RIGHT OF WAY
- M&S.... MAPS AND SURVEYS



APN: 060-270-001

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT
PORTION OF RANCHO CANADA DE CAPAY, T12N,R3W, MDM
YOLO COUNTY

COUNTY ROAD 41-RE ALIGNMENT



110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
PHONE: 916.900.6623 | unicoengineering.com

SHEET 1 OF 1