

APN: 025-320-010

Owner: C. Don Huff, Jr., Trustee of the Marital Trust under the C. Don Huff, Jr. and Mary K. Huff Family Trust dated November 10, 2003 as to an undivided one-half (1/2) interest

C. Don Huff, Jr., Trustee of the Survivor's Trust under the C. Don Huff, Jr. and Mary K. Huff Family Trust dated November 10, 2003 as to an undivided one-half (1/2) interest

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**AGREEMENT NO.** \_\_\_\_\_

**AGREEMENT FOR PURCHASE OF INTERESTS IN REAL PROPERTY**

Huff's Corner Levee Raise and Channel Reconfiguration Project

This Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the County of Yolo, a political subdivision of the State of California ("County" or "Grantee") and C. Don Huff as Trustee of the Huff Marital and Survivor's Trusts identified above ("Grantor").

WHEREAS, the County is rehabilitating the Huff's Corner Levee, which will restore the levee to the original design height and reconfigure Cache Creek channel and is known as the Huff's Corner Levee Raise and Channel Reconfiguration Project ("Project"); and

WHEREAS, Grantor is the owner of certain real property, identified as APN 025-320-010, located in the unincorporated area of the County of Yolo, State of California ("Subject Property"), on which a portion of the Project will be constructed; and

WHEREAS, the County desires to acquire permanent levee and public utility easement interests in a portion of the Subject Property, subject to the terms and conditions in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, 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 for permanent Levee and right-of-way purposes and one easement deed for public utility purposes (including for an underground gas line and other utility purposes), to the County for the purpose of conveying to the County the certain interests described in the two easement deeds (collectively, "Easement Deeds"). The form of the Easement Deeds to be executed by the Grantor are attached hereto as Attachment 1 and 2 and incorporated by this reference. "Easements" shall mean the permanent easements conveyed by the Easement Deeds. A legal description and plat depicting each of the Easements are attached as Exhibits A and B to each of the respective Easement Deeds. The legal description and plats depicting the Easements are attached hereto and incorporated herein by this reference.
- 2. Purchase Price and Title.** The County shall pay the Grantor the sum of twelve thousand five hundred Dollars (\$12,500.00) ("Purchase Price"), which is the total all-inclusive fair and just compensation for County's acquisition of the Easements, as well as for all damages of every kind and nature suffered, or to be suffered, by reason of the acquisition of the Easements and construction of the Project for which the Property is being acquired,

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including severance damages, costs to cure, improvements impacted by the Project, and lost profits, if any.

Payment of the Purchase Price, shall be made within 30 days after this agreement is fully executed and the signed and notarized Easement Deeds 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.

By execution of this Agreement, Grantor acknowledges that this Agreement and payment of the Purchase Price to Grantor includes any and all compensation to which Grantor may be entitled, including severance damages, by reason of the County's acquisition of the Easements and construction and use of the Project.

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 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 Purchase Price 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 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(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.

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**5. Warranties.**

- a. The persons signing on behalf of Grantor warrants that he/she is the owner in fee simple or has the authority to sign on behalf of the owner of the Subject Property, that this Agreement, and Deed have been properly executed by Grantor, and that no other persons are required to execute this Agreement, and Deed on behalf of Grantor in order to fully convey to the County that interest in the Subject Property described in the Deed. 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 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.**

- a. 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.
- b. County hereby agrees to indemnify Grantor against and hold it harmless from any and all loss damage and liability for damages, whether for damage to or loss of property, or injury to or death of persons, which shall in any way arise out of or be connected with the rights hereby granted, unless such damage, loss, injury or death shall be caused by the negligence or willful misconduct of Grantor or Grantor's agents, employees, officials, invitees, successors, or assigns.

7. **Improvements.** It is understood and agreed by and between the parties hereto that included in the Purchase Price is payment in full to compensate Grantor for the following improvements: 12 border olive trees.

It is understood and agreed by and between the parties hereto that included in the Purchase Price is full compensation to Grantor for the removal of twelve (12) trees located in proposed Easements that must be removed for the Project. The twelve (12) trees to be removed are identified in Exhibit C attached hereto and incorporated herein by reference. Grantor has accepted compensation for the tree removal in lieu of having the County replace the twelve (12) trees as described in the Project's Initial Study/Mitigated Negative Declaration approved by the County's Board of Supervisors on June 7, 2022. The tree removal work will be performed by the County before or at the time of construction.

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8. **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 removing the improvements.
9. **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 October 31, 2022 or the execution of this Agreement, whichever occurs later, and that the Purchase Price includes, but is not limited to, full payment for such possession and use including damages, if any, from said date.
10. **Hazardous Materials.** The property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which required mitigation under Federal or State law, the County may elect to recover its cleanup costs from those who caused or contributed to the contamination.
11. **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.
12. **Entire Agreement.** The parties have set forth the whole of their Agreement. The performance of the Agreement constitutes the entire consideration for the Easements 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 Project. No obligations other than those set forth in this Agreement will be legally binding on either party.
13. **Counterparts.** This Agreement may be executed and acknowledged in one or more counterparts, and the individual signature pages and associated acknowledgements may be attached to a single copy of this Agreement to create a single original document.

*[Signatures on Following Page]*

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**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: \_\_\_\_\_  
Todd Riddiough, Interim Director of  
Public Works

Approved as to Form:  
Philip J. Pogledich, County Counsel

By: Kimberly E. Hood  
Kimberly E. Hood, Asst. County Counsel

**GRANTOR:**

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By: C. Don Huff, Jr.  
C. Don Huff, Jr., Trustee

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