

ATTACHMENT B

AGREEMENT FOR PURCHASE OF INTEREST IN REAL PROPERTY

STPL 5922(102)

APN: 057-010-002

Owner: Hershey Land Company Row Crop, LLC, a California limited liability company.

AGREEMENT NO.

AGREEMENT FOR PURCHASE OF INTEREST IN REAL PROPERTY

Knights Landing Flood Management Project

This Agreement ("Agreement") is made and entered into this 3RD day of November 2021 by and between the County of Yolo ("County") and Hershey Land Company Row Crop, LLC, a California limited liability company ("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 Permanent Flood Control Easement Deed ("Deed") to the County for the purpose of conveying to the County the certain interests described in the Deed. A copy of the Deed is attached hereto as Exhibit 1 and incorporated by this reference. A legal description and plat depicting the subject property is included in Exhibit 1 as Exhibits A and B and are incorporated herein by this reference.
- 2. Purchase Price and Title.** The County shall pay the Grantor the sum of **One Hundred Forty-Eight Thousand Six Hundred Eighty-Seven Dollars and .50 Cents (\$148,687.50)** ("Purchase Price"), which is just compensation for the interest conveyed by the Deed and Cost-to-Cure items, said payment is allocated as follows:

The sum of dollars (\$67,200.00) for the Permanent Flood Control Easement Deed (3.84 acres).

The sum of dollars (\$81,487.50.00) for Cost-to-Cure associated with the re-installation of above or belowground irrigation pipes, drip systems and irrigation equipment.

Payment for the interest conveyed by the Deed (\$67,200.00), shall be made within 60 days after this agreement is fully executed and the signed/notarized Deed is 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 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.

5. Warranties.

- a. The persons signing on behalf of Grantor warrants that they are 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. 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. 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 work.

8. 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 Subject Property by the County, including the right to remove and dispose of improvements, shall commence on the date of execution of this Agreement and deposit of Purchase Price into escrow 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.

9. Harvest. It is agreed upon that the undersigned Grantor, or their Lessee(s) shall be permitted to harvest the subject area (30) calendar days from the date upon which Grantee or its authorized contractor provides Grantor with written notice of intent to commence construction. At this time Grantor shall be permitted (30) calendar days to harvest all existing crop on that portion of the Grantors' property being acquired. It is further understood that said crop shall be harvested prior to the commencement of construction and if not harvested by this time, shall become the property of the County to dispose of as it may see fit.

10. Construction and Restoration. It is understood and agreed upon by and between the parties hereto that the following work is to be performed by Grantor payable under Clause 2 above: All work associated with the re-installation of above or belowground irrigation pipes, drip systems and associated irrigation equipment located in the subject area. Grantor's contractor will handle these efforts with the stipulation that they will be required to coordinate with the County's contractor to ensure hookups are coordinated correctly between the parties at said time. The County will solely be responsible for construction activities associated with the removal of existing buried equipment and pipe systems.

11. 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.

12. **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.
13. **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.
14. **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.
15. **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 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 Public Works Director


Approved as to Form:

Philip J. Pogledich, County Counsel

GRANTOR:

Hershey Land Company Row Crop, LLC, a California limited liability company

By:


Name: Roger Dorris
Title: manager

Date: 11-3-2023

By:


Kimberly Hood, Assistant County Counsel

EXHIBIT 1

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 057-010-002

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**PERMANENT FLOOD CONTROL
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

HERSHEY LAND COMPANY ROW CROP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (GRANTOR), hereby GRANTS to **THE COUNTY OF YOLO**, a political subdivision of the State of California, and to the **SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT**, acting by and through **THE CENTRAL VALLEY FLOOD PROTECTION BOARD** of the State of California, a public agency (collectively called "GRANTEE") perpetual right of way easement in the hereinafter described real property situated in the County of Yolo, State of California, for the Knights Landing Flood Management Project and future flood control projects to:

1. Construct, reconstruct, enlarge, fence, plant with trees, shrubs, and other vegetation, preserve and retain all vegetative growth desirable for project purposes, repair and use flood control works, which shall include, but not be limited to, access, haul, and patrol roads, levees, ditches, embankments, channels, berms, fences, and appurtenant structures, and operate and maintain said flood control works in conformity with the Code of Federal Regulations, Corps of Engineers' Standard Operation and Maintenance Manual, and State of California Standards.
2. Clear and remove from said flood control works any and all natural or artificial obstructions, improvements, trees, and vegetation necessary for construction, operation, maintenance, repair, reconstruction, and emergency flood fight.
3. Flow waters and materials and by said flow erode.
4. Place or deposit earth, debris, sediment, or other material.
5. Excavate and remove earth, debris, sediment, or other material, including that placed or deposited as above.
6. Locate or relocate roads and public utility facilities by GRANTEE or others.
7. Restrict the rights of the GRANTOR, GRANTOR's successors and assigns, without limitations, to explore, extract, remove, drill, mine, or operate through the surface or upper 100 feet of the subsurface in exercise of the GRANTOR's interest in any minerals, including oil and gas.
8. Restrict any use by others which may interfere with any of the uses listed herein or any use necessary or incidental thereto.

See Exhibits "A" (legal description) and "B" (plat map) attached hereto and made a part hereof.


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 Burton Director,
Department of Community Services, Public Works Division

GRANTOR:

Hershey Land Company Row Crop, LLC, a
California limited liability company


By: _____
Name: Roger Darris
Title: Manager

By: _____
Name: _____
Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

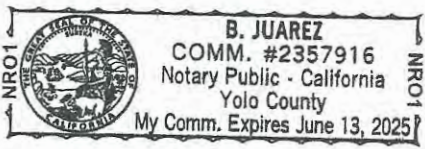
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Yolo)
On Oct. 18, 2023 before me, B. Juarez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Roger Dorris
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 B. Juarez
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'

**KNIGHTS LANDING
LEGAL DESCRIPTION
FLOOD CONTROL EASEMENT AREA
HERSHEY LAND COMPANY ROW, LLC**

Being a portion of Parcels 1 and 2 as described in that certain Gant Deed recorded as Document #2005-0001849, Official Records, Yolo County Recorder, also being a portion of Sections 30 and 31, Township 11 North, Range 3 East, M.D.B &M., State of California, more particularly described as follows:

BEGINNING at a 2" iron pipe with driving head, on the northwesterly line of said Parcel 1, also being the most northerly southeasterly line of the Map entitled "Record of Survey for Clayton Russell," filed in Book 11 of Maps and Surveys, at Page 40, said County Records, said **POINT OF BEGINNING** being North 42°56'55" East, a distance of 1605.50 feet from a 5/8" rebar with cap stamped "LS 3932'", on the easterly line of said Record of Survey; thence from said **POINT OF BEGINNING**, along said northwesterly line, North 43°30'25" East, a distance of 90.77 feet to the intersection with the southerly line of the Reclamation District No. 730 (RD730) Easement as described in the Final Judgement of Condemnation, recorded in Book 80 of Deeds, at Page 570, said County Records, also being the existing landside toe of levee; thence along said southerly line of RD730, through said Parcel 1 and into said Parcel 2, respectively, the following thirteen (13) arcs, courses, and distances:

1. South 68°40'44" East, a distance of 120.39 feet;
2. along a tangent curve concave to the north, having a radius of 1524.57 feet, easterly 528.91 feet along said curve through a central angle of 19°52'37";
3. along a compound curve concave to the north, having a radius of 1185.83 feet, easterly 252.63 feet along said curve through a central angle of 12°12'22";
4. North 81°09'51" East, a distance of 469.50 feet;
5. along a tangent curve concave to the south, having a radius of 696.01 feet, easterly 348.02 feet along said curve through a central angle of 28°38'56";
6. South 61°55'51" East, a distance of 45.41 feet;
7. South 55°10'23" East, a distance of 244.97 feet;
8. South 49°18'21" East, a distance of 178.70 feet;
9. South 43°40'57" East, a distance of 172.05 feet;
10. South 32°56'39" East, a distance of 70.23 feet;
11. South 27°36'21" East, a distance of 198.25 feet;
12. along a tangent curve concave to the northeast, having a radius of 791.98 feet, southeasterly 332.44 feet along said curve through a central angle of 24°03'02";
13. South 60°31'58" East, a distance of 341.14 feet to the westerly right-of-way of County Road 116, as show on the Map entitled "Survey of Inglin Property S.L.S. 1051," filed in

Book 10 of Maps and Surveys, at Page 76, said County Records, also being 25.00 feet westerly of the easterly line of last said Map;

Thence leaving said southerly line of RD730 and existing toe of levee, continuing within said Parcel 2, along said westerly right-of-way, South 16°39'56" East, a distance of 38.33 feet; thence leaving said westerly right-of-way, continuing within said Parcel 2 and through said Parcel 1, respectively, the following forty-four (44) courses and distances:

1. South 47°05'11" West, a distance of 64.25 feet;
2. North 50°33'44" West, a distance of 45.86 feet;
3. North 03°45'24" East, a distance of 43.32 feet;
4. North 37°11'29" West, a distance of 25.78 feet;
5. North 50°06'00" West, a distance of 13.97 feet;
6. North 63°21'27" West, a distance of 43.57 feet;
7. North 60°44'24" West, a distance of 166.51 feet;
8. North 53°33'21" West, a distance of 24.07 feet;
9. North 48°47'35" West, a distance of 75.95 feet;
10. North 41°51'50" West, a distance of 86.34 feet;
11. North 37°16'27" West, a distance of 85.95 feet;
12. North 36°48'05" West, a distance of 77.89 feet;
13. North 30°56'23" West, a distance of 199.24 feet;
14. North 37°42'58" West, a distance of 206.37 feet;
15. North 45°13'55" West, a distance of 77.42 feet;
16. North 47°56'16" West, a distance of 56.30 feet;
17. North 51°22'34" West, a distance of 95.13 feet;
18. North 54°12'54" West, a distance of 83.74 feet;
19. North 53°28'03" West, a distance of 80.14 feet;
20. North 53°16'02" West, a distance of 99.05 feet;
21. North 61°47'22" West, a distance of 10.99 feet;
22. North 73°40'24" West, a distance of 69.63 feet;
23. North 80°25'44" West, a distance of 87.68 feet;
24. North 86°47'13" West, a distance of 70.62 feet;
25. North 83°18'49" West, a distance of 34.43 feet;
26. South 85°34'37" West, a distance of 65.63 feet;
27. South 82°23'46" West, a distance of 44.47 feet;
28. South 78°58'20" West, a distance of 163.65 feet;
29. South 37°41'02" West, a distance of 78.39 feet;
30. South 81°30'30" West, a distance of 25.51 feet;
31. South 80°55'24" West, a distance of 65.42 feet;
32. South 82°23'54" West, a distance of 62.34 feet;
33. South 86°10'39" West, a distance of 105.68 feet;
34. South 84°08'08" West, a distance of 130.19 feet;
35. South 85°54'08" West, a distance of 78.85 feet;
36. North 89°15'25" West, a distance of 122.84 feet;
37. North 78°42'18" West, a distance of 93.38 feet;
38. North 81°25'27" West, a distance of 125.55 feet;

39. North 72°47'26" West, a distance of 75.87 feet;
40. North 76°13'14" West, a distance of 35.55 feet;
41. North 73°31'53" West, a distance of 112.60 feet;
42. North 70°47'07" West, a distance of 63.46 feet;
43. North 68°21'33" West, a distance of 44.99 feet;
44. North 65°15'04" West, a distance of 57.22 feet to the **POINT OF BEGINNING**.

Containing 3.84 acres, more or less.

See Exhibit 'B', Plat to accompany description, attached hereto and made a part hereof.

Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD83(2011), Epoch 2010.00, as measured between NGS Station "CODY" (N 2050270.84, E 6625872.81) and Station "F 859" (N 2050672.92, E 6639568.54). Said bearing North 88°19'16" East.

Distances herein described are Grid distance values. Divide Grid Distances by 0.9999321575 to obtain ground distance values

END OF DESCRIPTION

June 20, 2022

Antonio A. Alvarado, PLS 9573

PREPARED BY WOOD-RODGERS, INC.
SACRAMENTO, CALIFORNIA

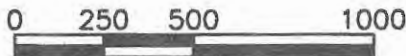
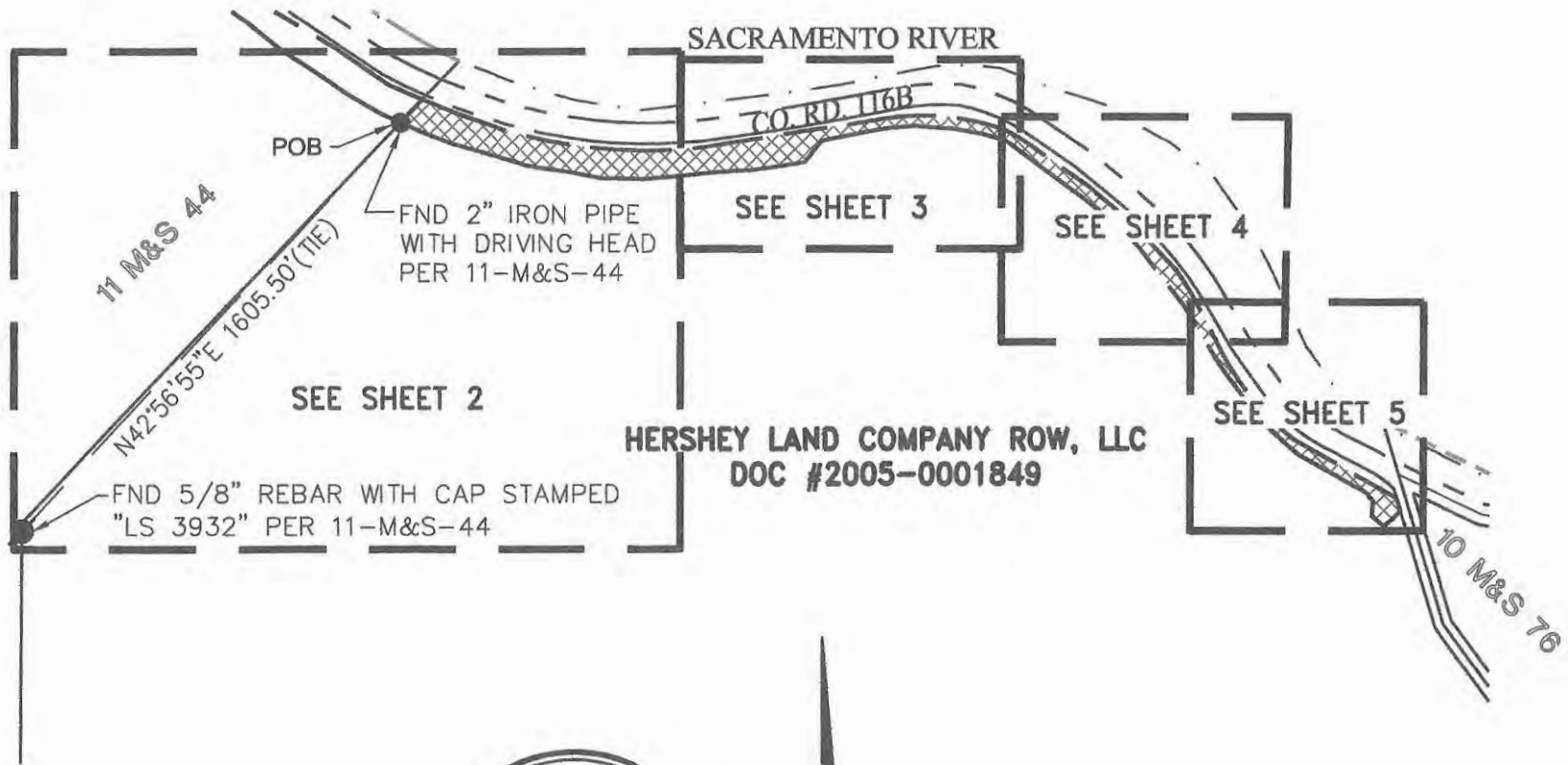
EXHIBIT 'B'

PLAT TO ACCOMPANY
DESCRIPTION

LEGEND

- POB POINT OF BEGINNING
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ EASEMENT AREA = 3.84± ACRES

KNIGHTS LANDING
FLOOD CONTROL EASEMENT AREA
HERSHEY LAND COMPANY ROW, LLC
COUNTY OF YOLO STATE OF CALIFORNIA



SCALE: 1" = 500'

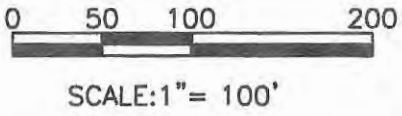
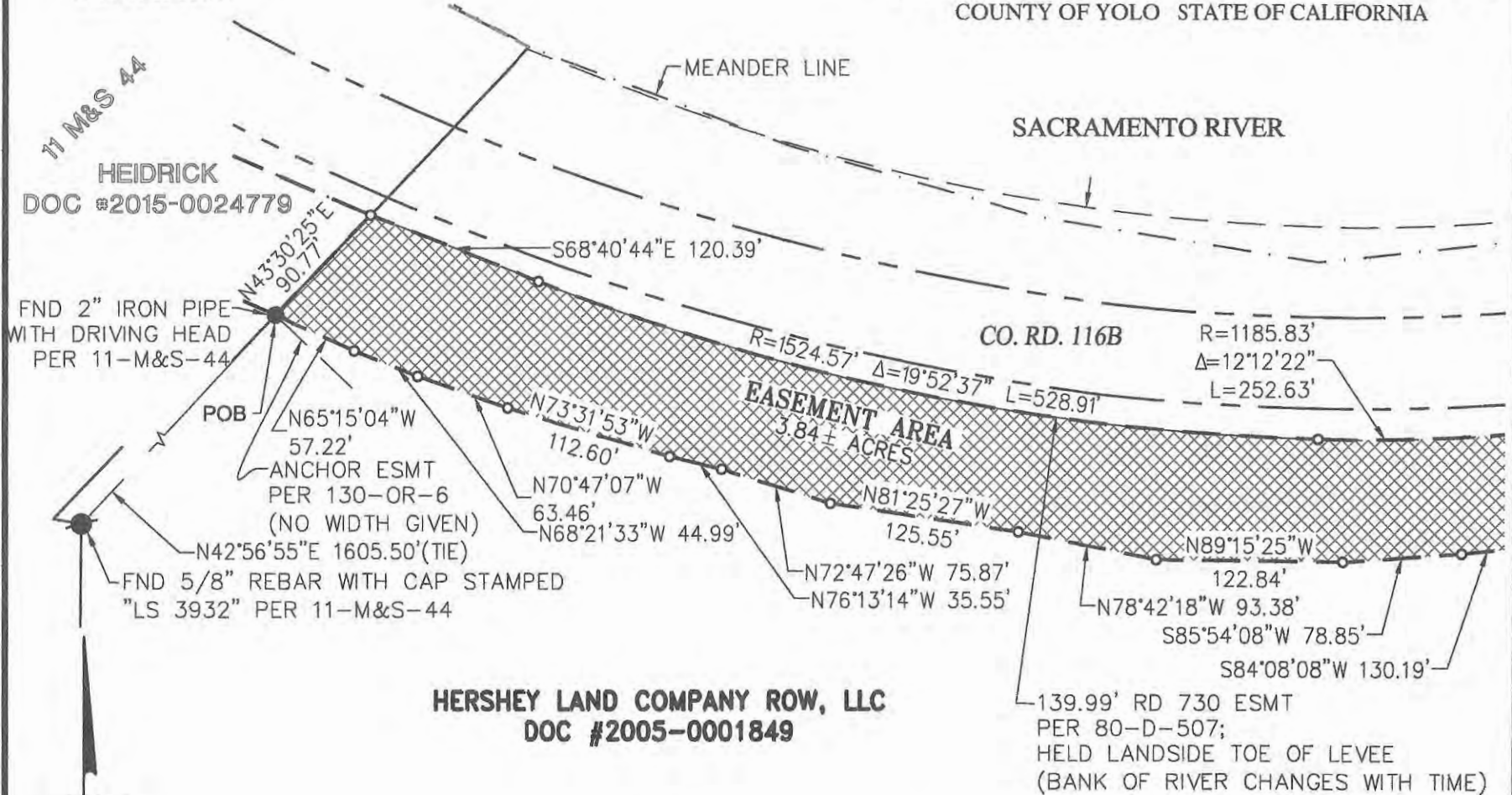


WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

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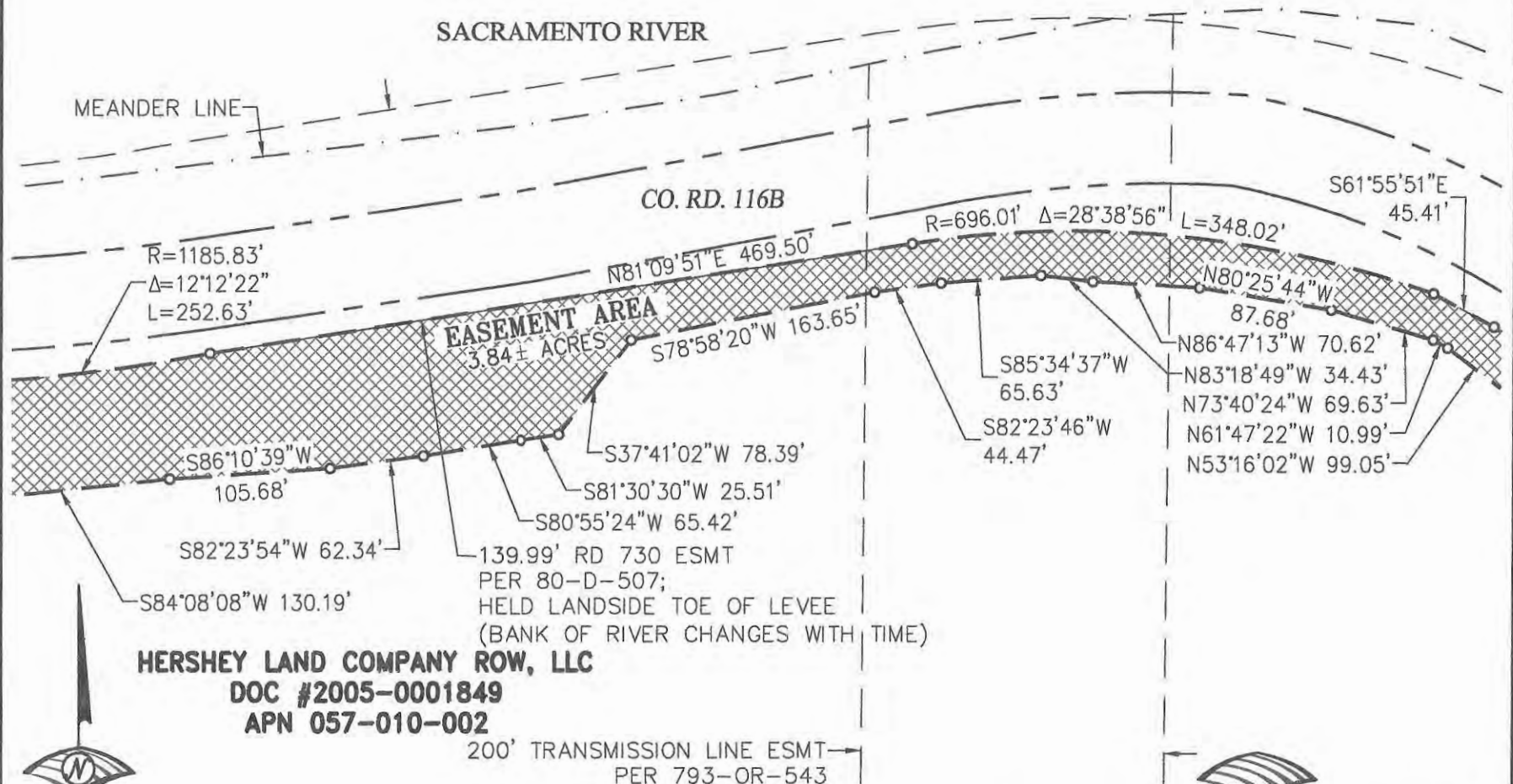


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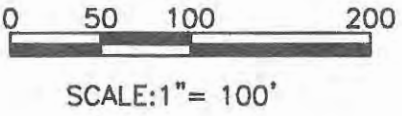
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COUNTY OF YOLO STATE OF CALIFORNIA**



HERSHEY LAND COMPANY ROW, LLC
DOC #2005-0001849
APN 057-010-002

200' TRANSMISSION LINE ESMT
PER 793-OR-543

139.99' RD 730 ESMT
PER 80-D-507;
HELD LANDSIDE TOE OF LEVEE
(BANK OF RIVER CHANGES WITH TIME)



LEGEND

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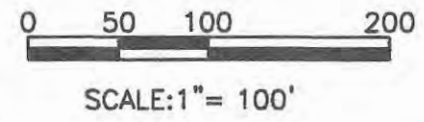
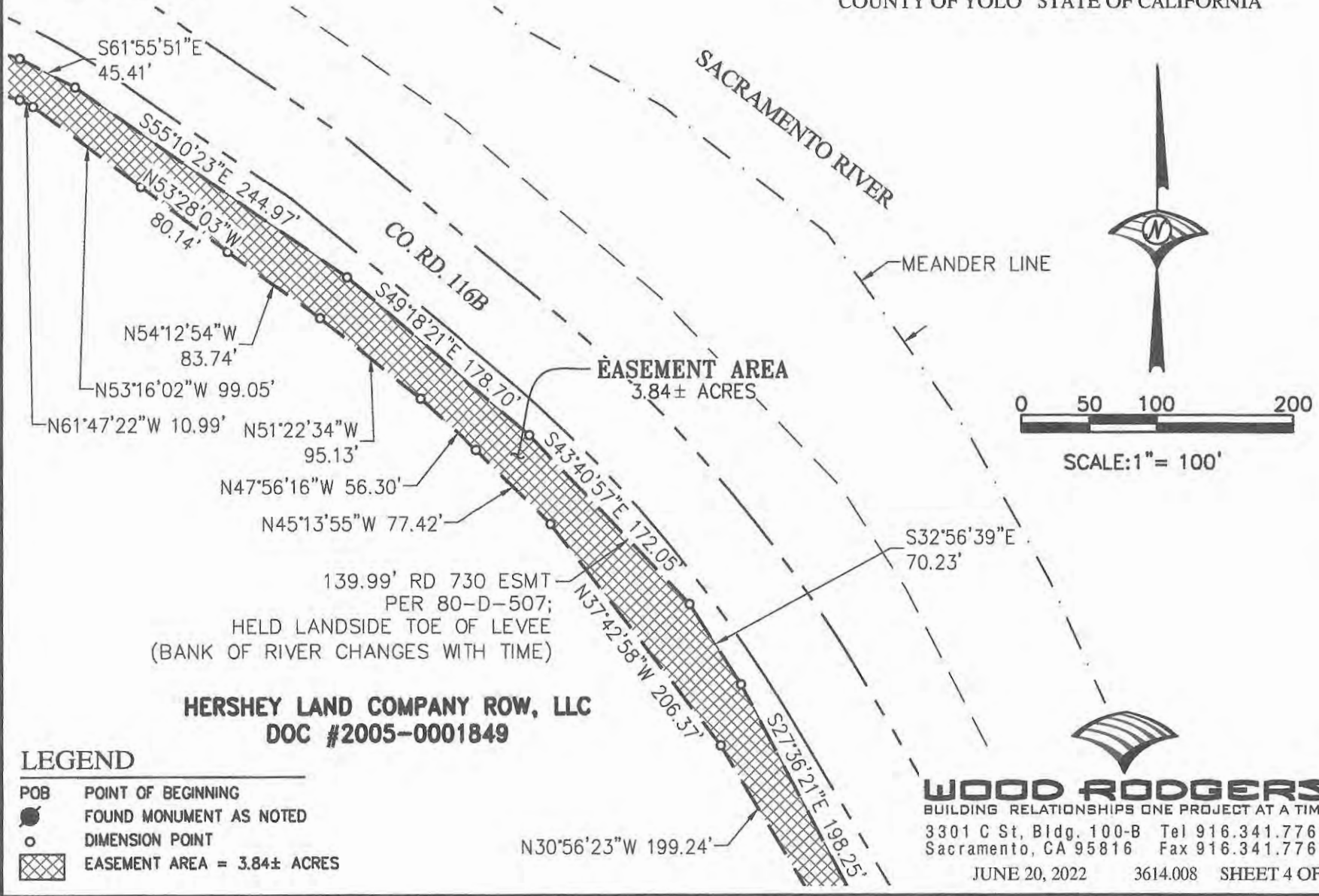


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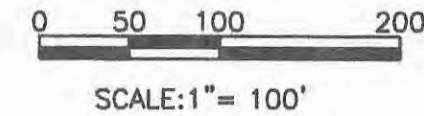
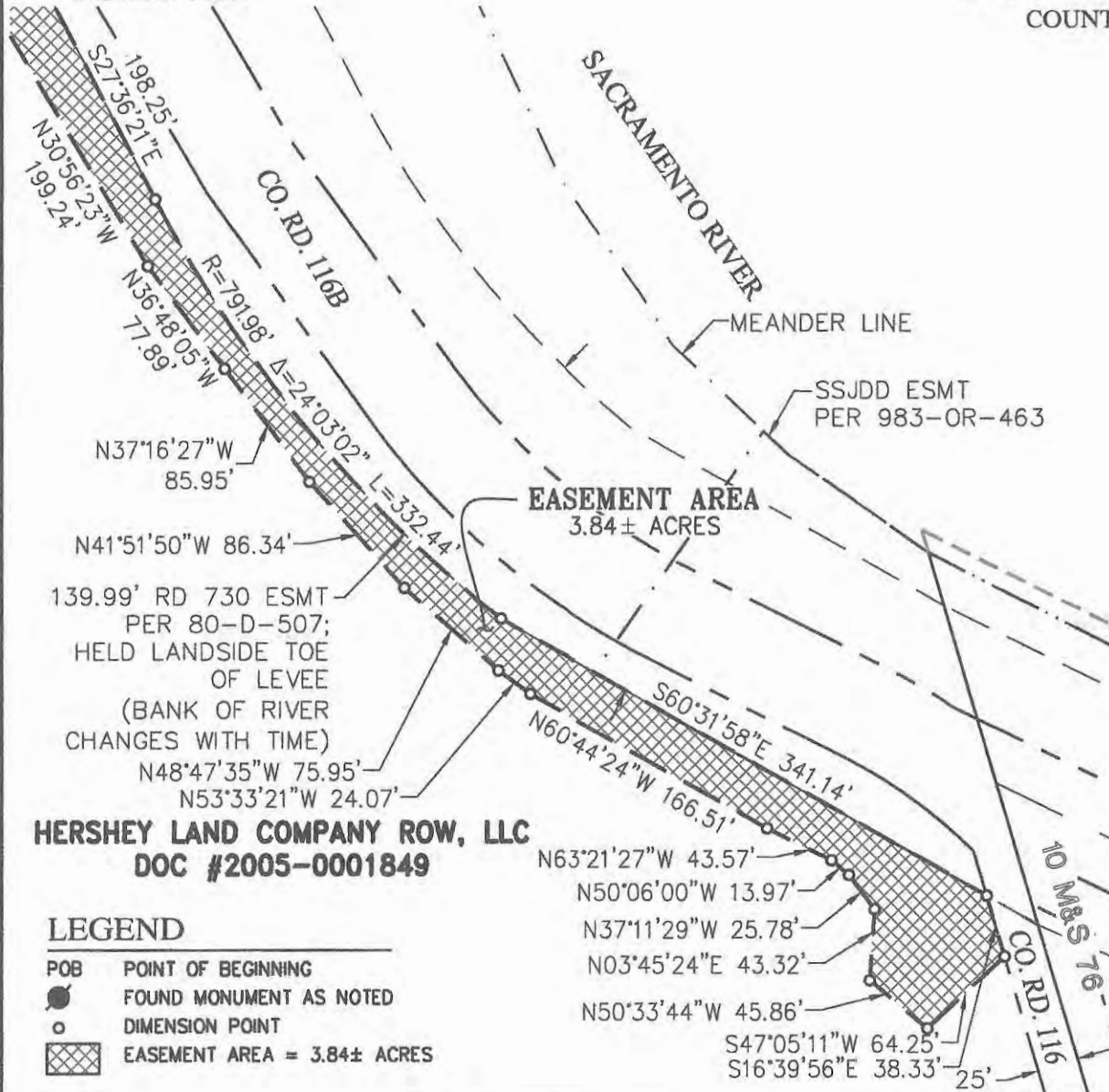
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