

W.O. 4576

Subject Property: APNs 060-230-005 and 060-230-007

Owner: Lowrey Trust et al.

AGREEMENT NO. _____

AGREEMENT FOR PURCHASE OF INTERESTS IN REAL PROPERTY
CR 41 Over Cache Creek (Rumsey) Bridge Replacement Project – W.O. 4576

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2024 by and between the County of Yolo (“County”), a political subdivision of the State of California, and Katherine A. Lowrey, Trustee of the Katherine A. Lowrey Trust, U/A dated December 3, 2014, an undivided 2/3 interest, Carol R. Lowrey, Trustee of the Lloyd and Carol Lowrey Trust UTA dated August 16, 2002, an undivided 1/6 interest, Timothy Lowrey, Trustee of the Timothy Lowrey Revocable Trust dated August 21, 2017, an undivided 1/6 interest (“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 the following to the County for the purpose of conveying to the County the following certain interests described below and in the attached exhibits for the CR 41 Over Cache Creek (Rumsey) Bridge Replacement Project (“Project”):

- one Fee Simple Grant Deed for lands of approximately 0.334 acres (14,553 square feet) on a portion of APN 060-230-005
- one Fee Simple Grant Deed for lands of approximately 0.015 acres (667 square feet) on a portion of APN 060-230-007
- one Temporary Construction Easement , approximately 0.057 acres (2,484 square feet) of 48-months duration over, under, on and across a portion of APN 060-230-005
- one Temporary Construction Easement, approximately 0.149 acres (6,511 square feet) of 48-months duration, over, under, on and across a portion of APN 060-230-007

The lands conveyed in the Fee Simple Deeds are referred to herein collectively as “the Fee Simple Grant Deeds”) and the temporary construction easements are collectively referred to herein as the “TCEs”. The Fee Simple Deeds and TCEs are collectively referred to herein as “the Property Interests.” A copy of the Fee Simple Grant Deeds and TCEs are attached hereto as Attachments 1, 2, 3 and 4, respectively, and incorporated by this reference. The legal descriptions and plat maps depicting the Property Interests are included in Attachments 1, 2, 3 and 4, respectively, as Exhibit A, thereto and are incorporated herein by this reference.

2. **Compensation and Title.** In consideration of the grant of the property interests identified above, the County shall pay the Grantor the total sum of Three Thousand Dollars and 00/100 (\$3,000.00) (“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 fee simple and easement interests granted to the County and construction and use of the Project.

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Subject Property: APNs 060-230-005 and 060-230-007

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Payment of the Compensation shall be made by the County within 30 days after this Agreement is fully executed and the signed and notarized Fee Simple Grant Deeds and TCEs 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 Fee Simple Grant Deeds and TCEs 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 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 Fee Simple Grant Deeds, and TCEs 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 Property Interests in the Subject Property described in the Attachments 1, 2, 3 and 4 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

W.O. 4576

Subject Property: APNs 060-230-005 and 060-230-007

Owner: Lowrey Trust et al.

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 Deeds 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. **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 March 1, 2025, 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 TCEs described and depicted in Attachments 3 and 4 hereto are needed during the construction. The TCEs shall commence on the Possession Date and shall terminate 48 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 48-months, unless extended by written mutual agreement of Grantor and the Director of Public Works.

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

Upon expiration of the TCEs 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.

8. **Hazardous Materials.** The Easements 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.
9. **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

W.O. 4576
Subject Property: APNs 060-230-005 and 060-230-007
Owner: Lowrey Trust et al.

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.

- 10. 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.
- 11. 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 proposed public improvement. No obligations other than those set forth in this Agreement will be legally binding on either party.
- 12. 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

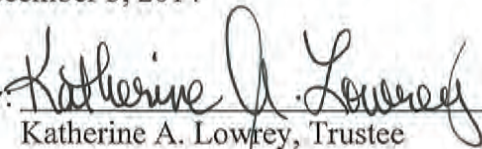
By: _____
Todd N Riddiough,
Director of Public Works,
Department of Community Services

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

By: _____
Kimberly E. Hood, Chief Assist. County
Counsel

GRANTOR:

Katherine A. Lowrey Trust, U/A dated
December 3, 2014

By: 
Katherine A. Lowrey, Trustee

Lloyd and Carol Lowrey Trust UTA dated
August 16, 2002

By: _____
Carol R. Lowrey, Trustee

Timothy Lowrey Revocable Trust dated
August 21, 2017

By: _____
Timothy Lowrey, Trustee

W.O. 4576

Subject Property: APNs 060-230-005 and 060-230-007

Owner: Lowrey Trust et al.

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By: _____
Todd N Riddiough,
Director of Public Works,
Department of Community Services

By: _____
Katherine A. Lowrey, Trustee

Lloyd and Carol Lowrey Trust UTA dated August 16, 2002

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

By: Carol R. Lowrey
Carol R. Lowrey, Trustee

By: Kimberly E. Hood
Digitally signed by Kimberly E. Hood
DN: cn=Kimberly E. Hood, o=County of Yolo, ou=Office of the County Counsel, Ass. County Counsel,
email=kimberly.hood@yolocounty.org, c=US
Date: 2024.09.25 17:10:04 -0700
Kimberly E. Hood, Chief Assist. County Counsel

Timothy Lowrey Revocable Trust dated August 21, 2017

By: _____
Timothy Lowrey, Trustee

W.O. 4576

Subject Property: APNs 060-230-005 and 060-230-007

Owner: Lowrey Trust et al.

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County of Yolo

GRANTOR:

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By: _____
Todd N Riddiough,
Director of Public Works,
Department of Community Services

By: _____
Katherine A. Lowrey, Trustee

Lloyd and Carol Lowrey Trust UTA dated August 16, 2002

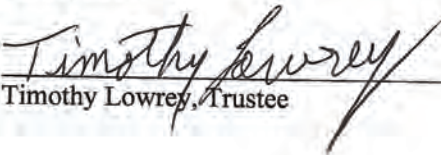
Approved as to Form:
Philip J. Pogledich, County Counsel

By: _____
Carol R. Lowrey, Trustee

By: _____
Kimberly E. Hood, Chief Assist. County Counsel

Digitally signed by Kimberly E. Hood
DN: cn=Kimberly E. Hood, o=County of Yolo, ou=Office
of the County Counsel, Ass't. County Counsel,
email=kimberly.hood@yolocounty.org, c=US
Date: 2024.09.25 17:13:28 -0700

Timothy Lowrey Revocable Trust dated August 21, 2017

By: 
Timothy Lowrey, Trustee

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 060-230-005

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT 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, **KATHERINE A. LOWREY, AS TRUSTEE OF THE KATHERINE A. LOWREY TRUST U/A DATED DECEMBER 3, 2014, AN UNDIVIDED 2/3 INTEREST, CAROL R. LOWREY, TRUSTEE OF THE LLOYD AND CAROL LOWREY TRUST UTA DATED AUGUST 16, 2002, AN UNDIVIDED 1/6 INTEREST, TIMOTHY LOWREY, TRUSTEE OF THE TIMOTHY LOWREY REVOCABLE TRUST DATED AUGUST 21, 2017, AN UNDIVIDED 1/6 INTEREST (GRANTOR), HEREBY GRANTS TO THE COUNTY OF YOLO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY),** in perpetuity in fee simple,

THAT CERTAIN LAND SITUATED IN THE COUNTY OF YOLO, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" 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____

Todd N. Riddiough, Director of Public Works,
Department of Community Services

GRANTOR:

Katherine A. Lowrey Trust, U/A dated
December 3, 2014

Katherine Adele Lowrey, Trustee

Date: _____

Lloyd and Carol Lowrey Trust UTA dated
August 16, 2002

Carol R. Lowrey, Trustee

Date: _____

[Signatures Continued on Following Page]

Timothy Lowrey Revocable Trust dated
August 21, 2017

Timothy Lowrey, Trustee

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.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____ 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

ROAD DEDICATION - FEE SIMPLE

A PORTION OF BLOCK Z AS SHOWN ON THAT MAP ENTITLED "MAP OF SMITH AND RUMSEY TRACTS" FILED IN THE OFFICE OF THE COUNTY RECORDER OF YOLO COUNTY, STATE OF CALIFORNIA, IN BOOK 1 OF MAPS AT PAGE 38, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A "SET LEAD PLUG AND TAG LS 2787 IN BRIDGE DECK" ON THE NORTHERLY LINE OF SAID BLOCK Z, AS SHOWN ON THAT RECORD OF SURVEY RECORDED MAY 30, 1980 IN BOOK 11 OF MAPS AND SURVEYS AT PAGE 82, YOLO COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE OF SAID BLOCK Z, NORTH 61° 02' 50" EAST, 30.04 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF COUNTY ROAD 41 (60 FEET WIDE) AND THE **POINT OF BEGINNING**; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY, THE FOLLOWING TWO COURSES: (1) SOUTH 25° 52' 30" WEST, 119.15 FEET; (2) SOUTH 25° 45' 00" WEST, 21.21 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF A COUNTY ROAD AS SHOWN ON THAT MAP ENTITLED "MAP OF SMITH AND RUMSEY TRACTS" FILED IN BOOK 1 OF MAPS AT PAGE 38, YOLO COUNTY RECORDS; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY AND ALONG SAID NORTHERLY COUNTY ROAD LINE, NORTH 64° 26' 49" WEST, 104.14 FEET; THENCE SOUTH 28° 02' 34" WEST, 60.06 FEET TO THE NORTHERLY MOST CORNER OF BLOCK 1 AS SHOWN ON SAID MAP FILED IN MAP BOOK 1 PAGE 38, SAID NORTHERLY MOST CORNER BEING ON THE SOUTHERLY LINE OF SAID BLOCK Z; THENCE ALONG SAID SOUTHERLY LINE, NORTH 64° 46' 08" WEST, 7.93 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 32° 21' 00" EAST, 207.25 FEET TO THE NORTHERLY LINE OF SAID BLOCK Z; THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK Z, SOUTH 61° 02' 50" EAST, 91.05 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 14,553 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION WERE DETERMINED BY TIES BETWEEN FOUND MONUMENTS TAKEN AS NORTH 25°52'30" EAST PER RECORD OF SURVEY RECORDED MAY 30, 1980 IN BOOK 11 OF MAPS AND SURVEYS AT PAGE 82, YOLO COUNTY RECORDS.

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

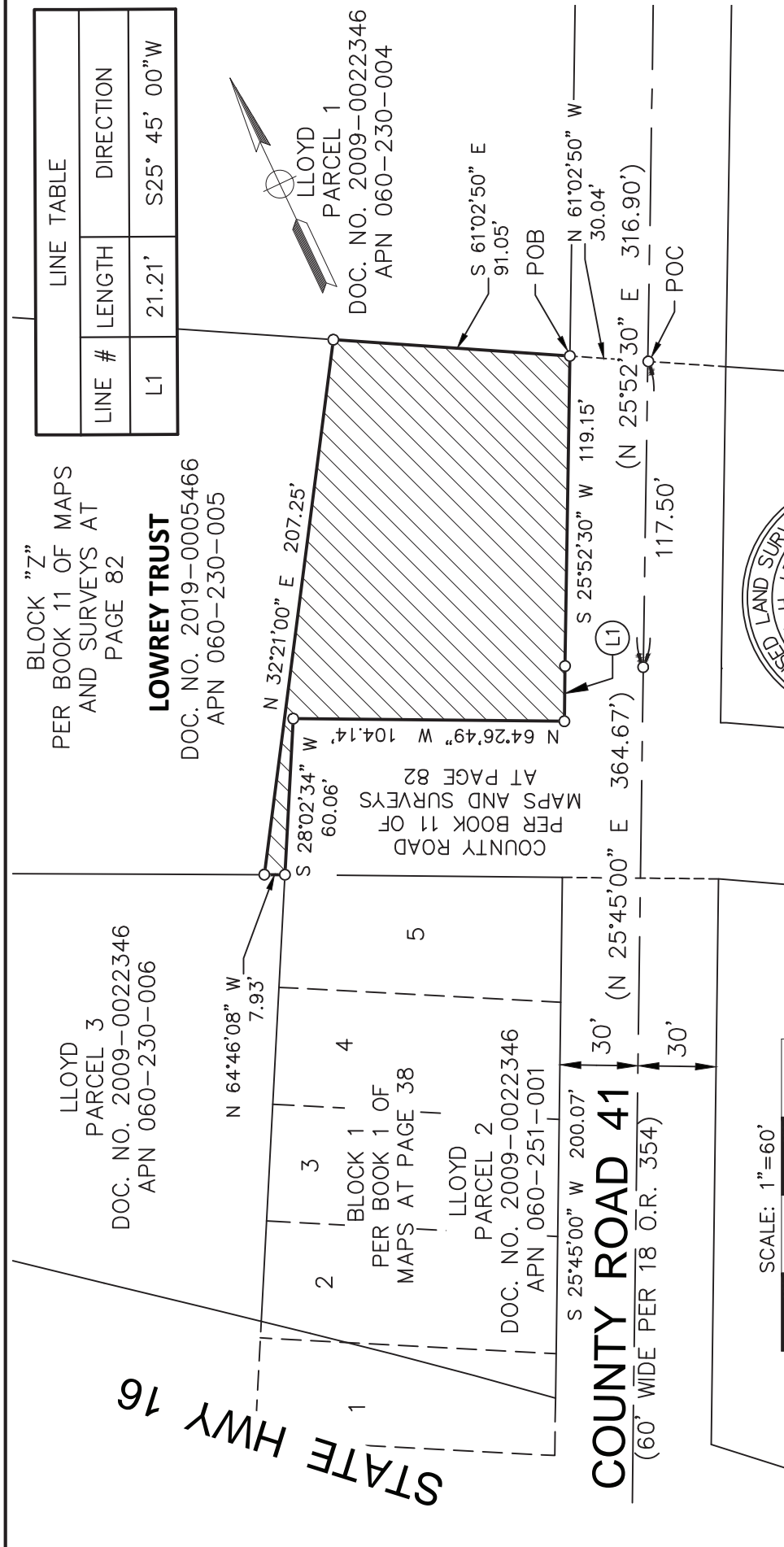
SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREIN BY THIS REFERENCE.

APN 060-230-005 PORTION


SETH H. IRISH
PLS 5922

08-20-2024
DATE



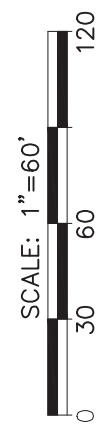


PLAT TO ACCOMPANY LEGAL DESCRIPTION
 COUNTY OF YOLO
 STATE OF CALIFORNIA

EXHIBIT "B"

**ROAD DEDICATION -
 FEE SIMPLE**

DR. BY: ADD DATE: 08/20/24
 CKD BY: SHI SCALE 1" = 60'
 CO. RTE. PM
 YOL 2 OF 2



LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION - ±14,553 SQ FT
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- () OFFICIAL RECORDS
- () RECORD DATA PER BOOK 11 OF MAPS AND SURVEYS, PAGE 82

THIS PLAT WAS PREPARED BY
 ME OR UNDER MY DIRECTION:

Seth H. Irish
 SETH H. IRISH DATE 08-20-2024



11017 Cobblestone Drive, Suite 100
 Rancho Cordova, CA 95670
 www.quincyceng.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 060-230-007

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT 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**

Unincorporated Area City of

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, **KATHERINE A. LOWREY, AS TRUSTEE OF THE KATHERINE A. LOWREY TRUST U/A DATED DECEMBER 3, 2014, AN UNDIVIDED 2/3 INTEREST, CAROL R. LOWREY, TRUSTEE OF THE LLOYD AND CAROL LOWREY TRUST UTA DATED AUGUST 16, 2002, AN UNDIVIDED 1/6 INTEREST, TIMOTHY LOWREY, TRUSTEE OF THE TIMOTHY LOWREY REVOCABLE TRUST DATED AUGUST 21, 2017, AN UNDIVIDED 1/6 INTEREST (GRANTOR), HEREBY GRANTS TO THE COUNTY OF YOLO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY),** in perpetuity in fee simple,

THAT CERTAIN LAND SITUATED IN THE COUNTY OF YOLO, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" 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____

Todd N. Riddiough, Director of Public Works,
Department of Community Services

GRANTOR:

Katherine A. Lowrey Trust, U/A dated
December 3, 2014

Katherine Adele Lowrey, Trustee

Date: _____

Lloyd and Carol Lowrey Trust UTA dated
August 16, 2002

Carol R. Lowrey, Trustee

Date: _____

[Signatures Continued on Following Page]

Timothy Lowrey Revocable Trust dated
August 21, 2017

Timothy Lowrey, Trustee

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.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____ 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

ROAD DEDICATION - FEE SIMPLE

A PORTION OF BLOCK Z AS SHOWN ON THAT MAP ENTITLED "MAP OF SMITH AND RUMSEY TRACTS" FILED IN THE OFFICE OF THE COUNTY RECORDER OF YOLO COUNTY, STATE OF CALIFORNIA, IN BOOK 1 OF MAPS AT PAGE 38, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A "SET LEAD PLUG AND TAG LS 2787 IN BRIDGE DECK" ON THE NORTHERLY LINE OF SAID BLOCK Z, AS SHOWN ON THAT RECORD OF SURVEY RECORDED MAY 30, 1980 IN BOOK 11 OF MAPS AND SURVEYS AT PAGE 82, YOLO COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE OF SAID BLOCK Z, SOUTH 61° 02' 50" WEST, 30.04 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF COUNTY ROAD 41, (60 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY, SOUTH 25° 52' 30" WEST, 74.87 FEET, TO THE **POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHEASTERLY RIGHT OF WAY, THE FOLLOWING TWO COURSES: (1) SOUTH 16° 07' 43" EAST, 17.93 FEET; (2) SOUTH 25° 49' 26" WEST, 49.24 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD AS SHOWN ON THAT MAP ENTITLED "MAP OF SMITH AND RUMSEY TRACTS" FILED IN BOOK 1 OF MAPS AT PAGE 38, YOLO COUNTY RECORDS; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 60° 15' 50" WEST, 7.61 FEET; AND NORTH 62° 22' 38" WEST, 4.41 FEET, MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 41 (60 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY, THE FOLLOWING TWO (2) COURSES, (1) NORTH 22° 45' 00" EAST, 20.94 FEET, (2) NORTH 25° 52' 30" EAST, 40.99 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 667 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION WERE DETERMINED BY TIES BETWEEN FOUND MONUMENTS TAKEN AS NORTH 25°52'30" EAST PER RECORD OF SURVEY RECORDED MAY 30, 1980 IN BOOK 11 OF MAPS AND SURVEYS AT PAGE 82, YOLO COUNTY RECORDS.

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

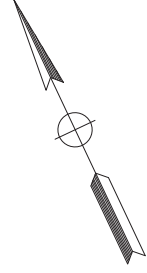
SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREIN BY THIS REFERENCE.

APN 060-230-007 PORTION


SETH H. IRISH
PLS 5922

08-20-2024
DATE





COUNTY ROAD 41
(60' WIDE PER 18 O.R. 354)

(N 25°45'00" E 364.67')

(N 25°52'30" E 316.90')

N 25°45'00" E 20.94'

N 25°52'30" E 40.99'

N 62°22'38" W 4.41'

N 60°15'50" W 7.61'

S 25°49'26" W 49.24'

S 25°52'30" W 74.87'

S 16°07'43" E 17.93'

COUNTY ROAD
PER BOOK 11 OF
MAPS AND
SURVEYS AT
PAGE 82

LOWREY TRUST

DOC. NO. 2019-0005466
APN 060-230-007

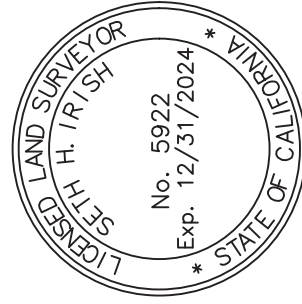
PER BOOK 11 OF MAPS AND
SURVEYS AT PAGE 82
BLOCK "Z"
POC
S 61°02'50" E 30.04'

LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION - ± 667 SQ FT
- POC
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- O.R.
- () OFFICIAL RECORDS
- () RECORD DATA PER BOOK 11 OF MAPS AND SURVEYS AT PAGE 82



11017 Cobblebrook Drive, Suite 100
Rancho Cordova, CA 95670
www.quincyceng.com



THIS PLAT WAS PREPARED BY
ME OR UNDER MY DIRECTION:

Seth H. Irish
SETH H. IRISH

08-20-2024

DATE

PLAT TO ACCOMPANY LEGAL DESCRIPTION

COUNTY OF YOLO
STATE OF CALIFORNIA

EXHIBIT "B"

**ROAD DEDICATION -
FEE SIMPLE**

DR. BY: ADD	DATE: 08/20/24
CKD BY: SHI	SCALE 1" = 30'
CO. RTE. PM	
YOL	2 OF 2

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 060-230-005

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, **KATHERINE A. LOWREY, AS TRUSTEE OF THE KATHERINE A. LOWREY TRUST U/A DATED DECEMBER 3, 2014, AN UNDIVIDED 2/3 INTEREST, CAROL R. LOWREY, TRUSTEE OF THE LLOYD AND CAROL LOWREY TRUST UTA DATED AUGUST 16, 2002, AN UNDIVIDED 1/6 INTEREST, TIMOTHY LOWREY, TRUSTEE OF THE TIMOTHY LOWREY REVOCABLE TRUST DATED AUGUST 21, 2017, AN UNDIVIDED 1/6 INTEREST (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 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION.

1. THE RIGHTS CONVEYED BY THIS EASEMENT SHALL TERMINATE 48 MONTHS 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____

Todd N. Riddiough, Director of Public Works,
Department of Community Services

GRANTOR:

Katherine A. Lowrey Trust, U/A dated
December 3, 2014

Katherine Adele Lowrey, Trustee

Date: _____

[Signatures Continued on Following Page]

Lloyd and Carol Lowrey Trust UTA dated
August 16, 2002

Carol R. Lowrey, Trustee

Date: _____

Timothy Lowrey Revocable Trust dated
August 21, 2017

Timothy Lowrey, Trustee

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.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____ 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF BLOCK Z AS SHOWN ON THAT MAP ENTITLED "MAP OF SMITH AND RUMSEY TRACTS" FILED IN THE OFFICE OF THE COUNTY RECORDER OF YOLO COUNTY, STATE OF CALIFORNIA, IN BOOK 1 OF MAPS AT PAGE 38, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A "SET LEAD PLUG AND TAG LS 2787 IN BRIDGE DECK" ON THE NORTHERLY LINE OF SAID BLOCK Z, AS SHOWN ON THAT RECORD OF SURVEY RECORDED MAY 30, 1980 IN BOOK 11 OF MAPS AND SURVEYS AT PAGE 82, YOLO COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE OF SAID BLOCK Z, NORTH 61° 02' 50" EAST, 30.04 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF COUNTY ROAD 41 (60 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY, THE FOLLOWING TWO COURSES: (1) SOUTH 25° 52' 30" WEST, 119.15 FEET; (2) SOUTH 25° 45' 00" WEST, 21.21 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF A COUNTY ROAD AS SHOWN ON THAT MAP ENTITLED "MAP OF SMITH AND RUMSEY TRACTS" FILED IN BOOK 1 OF MAPS AT PAGE 38, YOLO COUNTY RECORDS; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY AND ALONG SAID NORTHERLY COUNTY ROAD LINE, NORTH 64° 26' 49" WEST, 104.14 FEET; THENCE SOUTH 28° 02' 34" WEST, 60.06 FEET TO THE NORTHERLY MOST CORNER OF BLOCK 1 AS SHOWN ON SAID MAP FILED IN MAP BOOK 1 PAGE 38, SAID NORTHERLY MOST CORNER BEING ON THE SOUTHERLY LINE OF SAID BLOCK Z; THENCE ALONG SAID SOUTHERLY LINE, NORTH 64° 46' 08" WEST, 7.93 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, NORTH 64° 46' 08" WEST, 41.32 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 32° 21' 00" EAST, 60.70 FEET; THENCE SOUTH 64° 26' 49" EAST, 41.29 FEET; THENCE SOUTH 32° 21' 00" WEST, 60.47 FEET TO THE **POINT OF BEGINNING**.

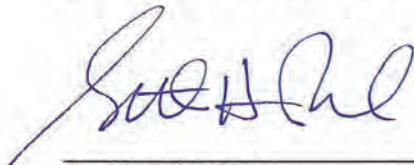
CONTAINING A TOTAL OF 2,484 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION WERE DETERMINED BY TIES BETWEEN FOUND MONUMENTS TAKEN AS NORTH 25°52'30" EAST PER RECORD OF SURVEY RECORDED MAY 30, 1980 IN BOOK 11 OF MAPS AND SURVEYS AT PAGE 82, YOLO COUNTY RECORDS.

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREIN BY THIS REFERENCE.

APN 060-230-005 PORTION

 6-12-2023

SETH H. IRISH DATE
PLS 5922



PAGE 1 OF 2



BLOCK "Z"
PER BOOK 11 OF MAPS AND
SURVEYS AT PAGE 82

LOWREY TRUST

DOC. NO. 2019-0005466
APN 060-230-005

S 64°26'49" E
41.29'
S 32°21'00" W 60.47'
S 28°02'34" W 60.06'

S 64°26'49" E
104.14'

N 25°45'00" E
21.21'

N 25°52'30" E
119.15'

S 61°02'50" E
30.04'

(N 25°52'30" E 316.90')
117.50' POC

LLOYD
PARCEL 3
DOC. NO. 2009-0022346
APN 060-230-006

N 64°46'08" W
41.32'

POB

N 64°46'08" W
7.93'

BLOCK 1
PER BOOK 1 OF
MAPS AT PAGE 38

LLOYD
PARCEL 2
DOC. NO. 2009-0022346
APN 060-251-001

S 25°45'00" W 200.07'

COUNTY ROAD 41

(60' WIDE PER 18 O.R. 354)

N 25°45'00" E
364.67'



LEGEND

- DIMENSION POINT
- ▨ AREA OF TEMPORARY CONSTRUCTION EASEMENT- ±2,484 SQ FT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- O.R. OFFICIAL RECORDS
- () RECORD DATA PER BOOK 11 OF MAPS AND SURVEYS, PAGE 82

consor
11017 Cobblebrook Drive, Suite 100
Rancho Cordova, CA 95670
www.quincyeng.com

THIS PLAT WAS PREPARED BY
ME OR UNDER MY DIRECTION:

Seth H. Irish

SETH H. IRISH

06/12/2023 DATE

PLAT TO ACCOMPANY LEGAL
DESCRIPTION

COUNTY OF YOLO
STATE OF CALIFORNIA

EXHIBIT "B"

**TEMPORARY CONSTRUCTION
EASEMENT**

DR. BY: ADD	DATE: 06/12/23
CKD BY: SHI	SCALE 1" = 60'
CO. RTE. PM	
YOL	2 OF 2



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 060-230-007

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, **KATHERINE A. LOWREY, AS TRUSTEE OF THE KATHERINE A. LOWREY TRUST U/A DATED DECEMBER 3, 2014, AN UNDIVIDED 2/3 INTEREST, CAROL R. LOWREY, TRUSTEE OF THE LLOYD AND CAROL LOWREY TRUST UTA DATED AUGUST 16, 2002, AN UNDIVIDED 1/6 INTEREST, TIMOTHY LOWREY, TRUSTEE OF THE TIMOTHY LOWREY REVOCABLE TRUST DATED AUGUST 21, 2017, AN UNDIVIDED 1/6 INTEREST (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 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION.

1. THE RIGHTS CONVEYED BY THIS EASEMENT SHALL TERMINATE 48 MONTHS 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____

Todd N. Riddiough, Director of Public Works,
Department of Community Services

GRANTOR:

Katherine A. Lowrey Trust, U/A dated
December 3, 2014

Katherine Adele Lowrey, Trustee

Date: _____

[Signatures Continued on Following Page]

Lloyd and Carol Lowrey Trust UTA dated
August 16, 2002

Carol R. Lowrey, Trustee

Date: _____

Timothy Lowrey Revocable Trust dated
August 21, 2017

Timothy Lowrey, Trustee

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.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____ 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF BLOCK Z AS SHOWN ON THAT MAP ENTITLED "MAP OF SMITH AND RUMSEY TRACTS" FILED IN THE OFFICE OF THE COUNTY RECORDER OF YOLO COUNTY, STATE OF CALIFORNIA, IN BOOK 1 OF MAPS AT PAGE 38, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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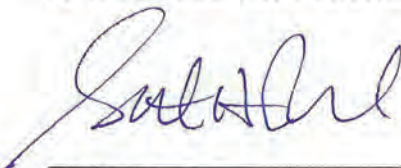
CONTAINING A TOTAL OF 6,511 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION WERE DETERMINED BY TIES BETWEEN FOUND MONUMENTS TAKEN AS NORTH 25°52'30" EAST PER RECORD OF SURVEY RECORDED MAY 30, 1980 IN BOOK 11 OF MAPS AND SURVEYS AT PAGE 82, YOLO COUNTY RECORDS.

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREIN BY THIS REFERENCE.

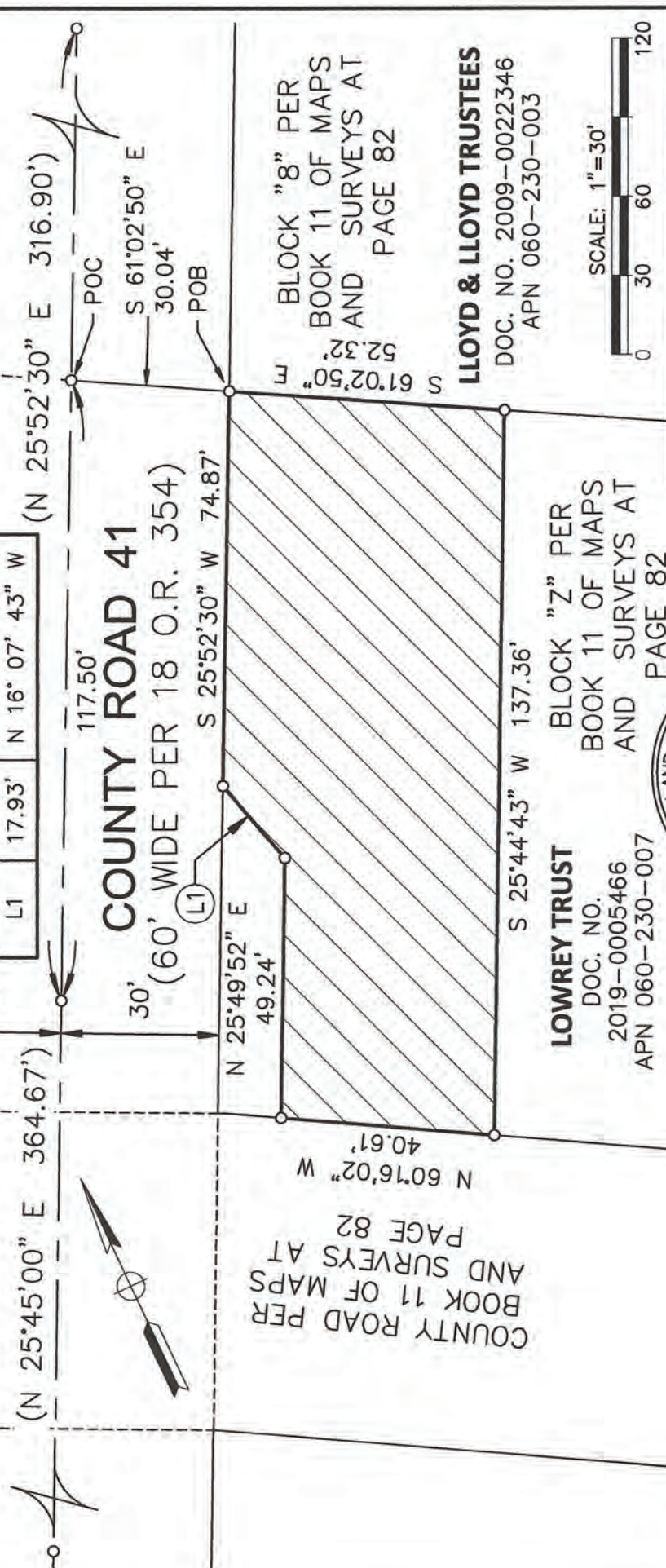
APN 060-230-007 PORTION

 6-12-2023

SETH H. IRISH DATE
PLS 5922



PAGE 1 OF 2



Line Table		
Line #	Length	Direction
L1	17.93'	N 16° 07' 43" W

COUNTY ROAD 41
(60' WIDE PER 18 O.R. 354)

COUNTY ROAD PER
BOOK 11 OF MAPS
AND SURVEYS AT
PAGE 82

BLOCK "8" PER
BOOK 11 OF MAPS
AND SURVEYS AT
PAGE 82

LLOYD & LLOYD TRUSTEES
DOC. NO. 2009-0022346
APN 060-230-003

LOWREY TRUST
DOC. NO.
2019-0005466
APN 060-230-007



LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION - ± 6,511 SQ FT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- O.R. OFFICIAL RECORDS
- () RECORD DATA PER BOOK 11 OF MAPS AND SURVEYS, PAGE 82



THIS PLAT WAS PREPARED BY
ME OR UNDER MY DIRECTION:

Seth H. Irish
SETH H. IRISH

06/12/2023
DATE

PLAT TO ACCOMPANY LEGAL DESCRIPTION

COUNTY OF YOLO
STATE OF CALIFORNIA

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

DR. BY: ADD	DATE: 06/12/23
CKD BY: SHI	SCALE 1" = 30'
CO. RTE. PM	
YOL	2 OF 2

11017 Cobblersrock Drive, Suite 100
Rancho Cordova, CA 95670
www.quincyeng.com