STPL 5922(102)
APN: 037-010-025 and 037-010-035
Owner: Beoshanz

AGREEMENT NO. _____

AGREEMENT FOR PURCHASE OF INTEREST IN REAL PROPERTY
County Road 96 over Dry Slough Bridge Replacement Project ("Project")

This Agreement ("Agreement") is made and entered into this ____day of _____, 2025 by and between the County of Yolo, a political subdivision of the State of California ("County" or "Grantee") and executed Wendelin Edward Beoshanz, Carol D. Beoshanz, and Marc E. Beoshanz, Trustees of the Beoshanz Family Trust, dated June 14, 1991, and Marc E. Beoshanz and Marcia Aileen Hickman-Beoshanz, Trustees of the 2024 Beoshanz and Hickman-Beoshanz Revocable Trust ("Grantor").

WHEREAS, the County is constructing the Project, identified above; and

WHEREAS, Grantor is the owner of certain real property, identified as APNs: 037-010-025 and 037-010-035, 25599 and 25635 County Road 96, Davis, California 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 public road right-of-way and utility easement interests and a temporary construction easement 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 ("Deed") for permanent public road right-of-way and public utility purpose and one Temporary Construction Easement ("TCE") to the County for the purpose of conveying to the County the certain interests described in the Deed and TCE. The form of the Deed and TCE to be executed by the Grantor are attached hereto as Attachments 1 and 2 and incorporated by this reference. The legal description and plat depicting the respective Easements are included in Attachments 1 and 2 as Exhibits A and B, and are incorporated herein by this reference. "Easements" shall mean the permanent easement conveyed by the Deed and the TCE collectively.

2. **Purchase Price and Title.** The County shall pay the Grantor the sum of Eighteen Thousand One Hundred Fifty Dollars ($18,150.00) ("Purchase Price"). By execution of this Agreement, Grantor acknowledges that this Agreement and payment of the Purchase Price to Grantor includes any and all just compensation to which Grantor may be entitled, including compensation for the purchase of the Easements, cost to cure 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 Purchase Price shall be made 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 Easements will be handled through an escrow with Fidelity National Title Company, located at 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, Phone (916) 646-6018 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 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 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 the Easements (Deed and TCE) have been properly executed by Grantor, and that no other persons are required to execute this Agreement or the Easements in order to fully convey to the County that interest in the Subject Property described in the Easements free and clear of all liens, encumbrances, taxes, assessments, easements and leases, recorded and/or unrecorded excluding those exceptions identified in Paragraph 2 of this Agreement and the escrow instructions approved by the County. 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. **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 impacted by the Easements and/or the Project: removal of 17 Italian Cypresses Trees and 40± LF of decorative livestock fencing. The Grantor releases the County from any obligation to perform said work and agrees to remove 40± LF of decorative livestock fencing located north of the bridge and within the area conveyed by the Deed, within 30 days after a written request by the County to remove said facilities.

8. **Construction Contract Work (CCW).** At no expense to Grantor and at the time of construction, County or its contractors will install temporary livestock fencing and will remove 17 Italian Cypresses Trees. In addition, County or its contractors shall remove old planter box and construct a new planter box outside the new right of way to a mutually agreeable location upon Grantor's remainder property. Upon completion of construction, the planter box will be the sole responsibility of Grantor.

   At no expense to the Grantor and at the time of construction, the County and or its contractors shall reconform the Grantor's driveways.

9. **Date of Possession; Temporary Construction Easement.** 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 when funds are deposited into escrow and that amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

   The TCE described in Attachment is needed during the construction of the Project. Said TCE shall be for a period not to exceed (36) months and shall commence on April 1, 2025. In no case shall the TCE extend past March 31, 2028.

   If the TCE is recorded, the County will quitclaim the interests conveyed by the TCE, to Grantor at the expiration of said term of the TCE.

   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 prior to County's use of the TCE.

10. **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 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. **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.

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 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.

14. **Counterparts**. This Agreement may be executed and acknowledged in one or more counterparts, and the individual signature pages and associated acknowledgments may be attached to a single copy of this Agreement to create a single original document.

Signature Page to Follow

STPL 5922(102)
APN: 037-010-025 and 037-010-035
Owner: Beoshanz

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
Public Works Division,
Department of Community Services

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

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

GRANTOR:

Wendelin Edward Beoshanz, Carol D. Beoshanz, and Marc E. Beoshanz, Trustees of the Beoshanz Family Trust, dated June 14, 1991, and Marc E. Beoshanz and Marcia Aileen Hickman-Beoshanz, Trustees of the 2024 Beoshanz and Hickman-Beoshanz Revocable Trust

By: _____
Wendelin Edward Beoshanz , Trustee

By: _____
Carol D. Beoshanz, Trustee

By: _____
Marc E. Beoshanz, Trustee

By: _____
Marc E. Beoshanz, Trustee

By: _____
Marcia Hickman-Beoshanz, Trustee

STPL 5922(102)
APN: 037-010-025 and 037-010-035
Owner: Beoshanz

Exhibit A

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.: 037-010-035 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, **Wendelin Edward Beoshanz, Carol D. Beoshanz, and Marc E. Beoshanz, Trustees of the Beoshanz Family Trust, dated June 14, 1991, and Marc E. Beoshanz and Marcia Aileen Hickman-Beoshanz, Trustees of the 2024 Beoshanz and Hickman-Beoshanz Revocable Trust** (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 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION & PLAT MAP.

Signature Page to Follow

STPL 5922(102)
APN: 037-010-025 and 037-010-035
Owner: Beoshanz

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
Public Works Division, Department of Community Services

GRANTOR:

Wendelin Edward Beoshanz, Carol D. Beoshanz, and Marc E. Beoshanz, Trustees of the Beoshanz Family Trust, dated June 14, 1991, and Marc E. Beoshanz and Marcia Hickman-Beoshanz, as Community Property with Right of Survivorship

_____
Wendelin Edward Beoshanz, Trustee

Date: _____

_____
Carol D. Beoshanz, Trustee

Date: _____

_____
Marc E. Beoshanz, Trustee

Date: _____

_____
Marc E. Beoshanz,

Date: _____

_____
Marcia Hickman-Beoshanz

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Being a portion of the Southwest 1/4 of Section 2, Township 8 North, Range 1 East, M.D.B. & M., situate in the unincorporated area of Yolo County, State of California, as described in that certain Quitclaim Deed for Merger of Parcels, Document Number 2018-0022474-00, recorded on September 20, 2018, Official Records of Yolo County, more particularly described as follows:

COMMENCING at the northwest corner of said land as described in said Quitclaim Deed;

Thence along the northerly line of said land South 89°59'07" East, 20.00 feet to the easterly Right of Way line of County Road 96 as described in said Quitclaim Deed;

Thence along said Right of Way line South 00°20'43" West, 191.97 feet to the **POINT OF BEGINNING**;

Thence leaving said Right of Way line the following five (5) courses:

1. South 04°23'32" East, 72.65 feet;
2. South 34°43'57" East, 31.32 feet;
3. South 00°20'43" West, 64.23 feet;
4. South 53°47'21" West, 29.88 feet to said easterly Right of Way line;
5. Along said Right of Way line North 00°20'43" East, 180.06 feet to the **POINT OF BEGINNING**.

Containing a total of 2,357 square feet, or 0.05 acres more or less.

Shown graphically on Exhibit B, attached hereto and made a part hereof.

Bearings and distances used in the above description are based on CCS83(2011), Zone II, Epoch 2010.00. Distances are in US Survey Feet. Divide distances by 0.999910 to obtain ground level distances.

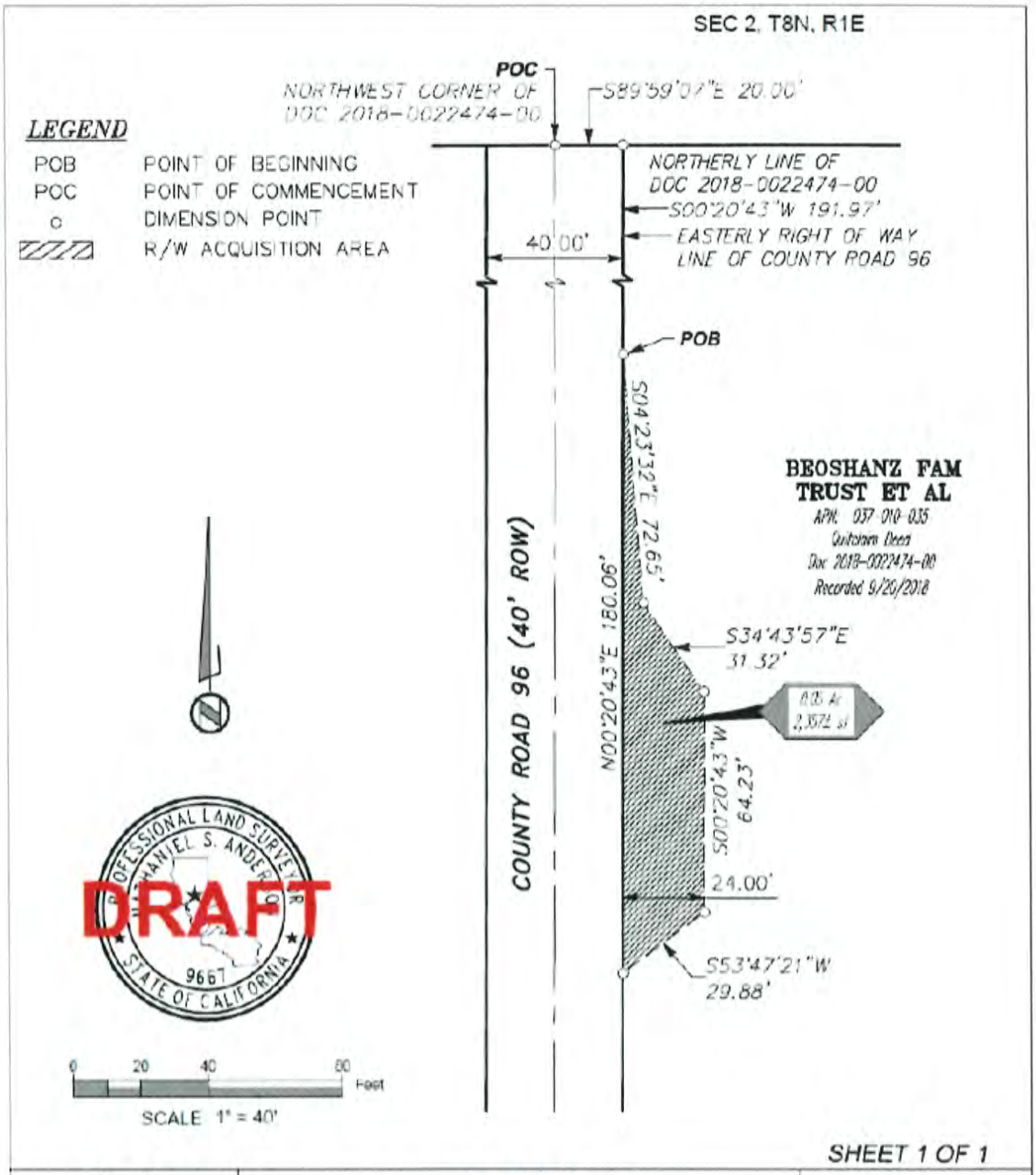
This real property description and accompanied Exhibit "B" has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

DRAFT

Nathaniel S. Anderson, LS. 9667

Date

STPL 5922(102)
APN: 037-010-025 and 037-010-035
Owner: Beoshanz



STPL 5922(102)
APN: 037-010-025 and 037-010-035
Owner: Beoshanz

Exhibit B

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.Ns.: Portion of 037-010-025 and 037-010-035 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 **Wendelin Edward Beoshanz, Carol D. Beoshanz, and Marc E. Beoshanz, Trustees of the Beoshanz Family Trust, dated June 14, 1991, and Marc E. Beoshanz and Marcia Aileen Hickman-Beoshanz, Trustees of the 2024 Beoshanz and Hickman-Beoshanz Revocable Trust** , hereby GRANTS to **THE COUNTY OF YOLO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

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 & PLAT MAP.

THE RIGHTS CONVEYED BY THIS EASEMENT SHALL TERMINATE 36 MONTHS, BEGINNING APRIL 1, 2025, AND TERMINATE ON MARCH 31, 2028 OR WHEN THE YOLO COUNTY BOARD OF SUPERVISORS ACCEPTS THE WORK AS COMPLETE, WHICHEVER OCCURS FIRST.

Signature Page to Follow

STPL 5922(102)
APN: 037-010-025 and 037-010-035
Owner: Beoshanz

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
Public Works Division, Department of Community Services

GRANTOR:
Wendelin Edward Beoshanz, Carol D. Beoshanz, and Marc E. Beoshanz, Trustees of the Beoshanz Family Trust, dated June 14, 1991, and Marc E. Beoshanz and Marcia Aileen Hickman-Beoshanz, Trustees of the 2024 Beoshanz and Hickman-Beoshanz Revocable Trust

_____
Wendelin Edward Beoshanz, Trustee

Date: _____

_____
Carol D. Beoshanz, Trustee

Date: _____

_____
Marc E. Beoshanz, Trustee

Date: _____

_____
Marc E. Beoshanz,Trustee

Date: _____

_____
Marcia Hickman-Beoshanz, Trustee

Date: _____

STPL 5922(102)
APN: 037-010-025 and 037-010-035
Owner: Beoshanz

EXHIBIT "A"
LEGAL DESCRIPTION

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COMMENCING at the northwest corner of said land as described in said Quitclaim Deed;

Thence along the northerly line of said land South 89°59'07" East, 20.00 feet to the easterly Right of Way line of County Road 96;

Thence along said Right of Way line South 00°20'43" West, 191.97 feet;

Thence leaving said Right of Way, South 04°23'32" East, 72.65 feet to the **POINT OF BEGINNING**;

Thence the following nine (9) courses:

1. South 89°39'17" East, 34.00 feet;
2. South 00°20'43" West, 89.62 feet;
3. South 54°36'13" West, 43.12 feet;
4. South 00°20'43" West, 389.71 feet;
5. South 90°00'00" West 5.00 feet to said Easterly Right of Way line;
6. Along said Right of Way line North 00°20'43" East 396.89 feet;
7. Leaving said Right of Way line, North 53°47'21" East, 29.88 feet;
8. North 00°20'43" East, 64.23 feet;
9. North 34° 43'57" West, 31.32 feet to the **POINT OF BEGINNING**.

Containing a total of 3,961 square feet, or 0.09 acres more or less.

Shown graphically on Exhibit B, attached hereto and made a part hereof.

Bearings and distances used in the above description are based on CCS83(2011), Zone II, Epoch 2010.00. Distances are in US Survey Feet. Divide distances by 0.999910 to obtain ground level distances.

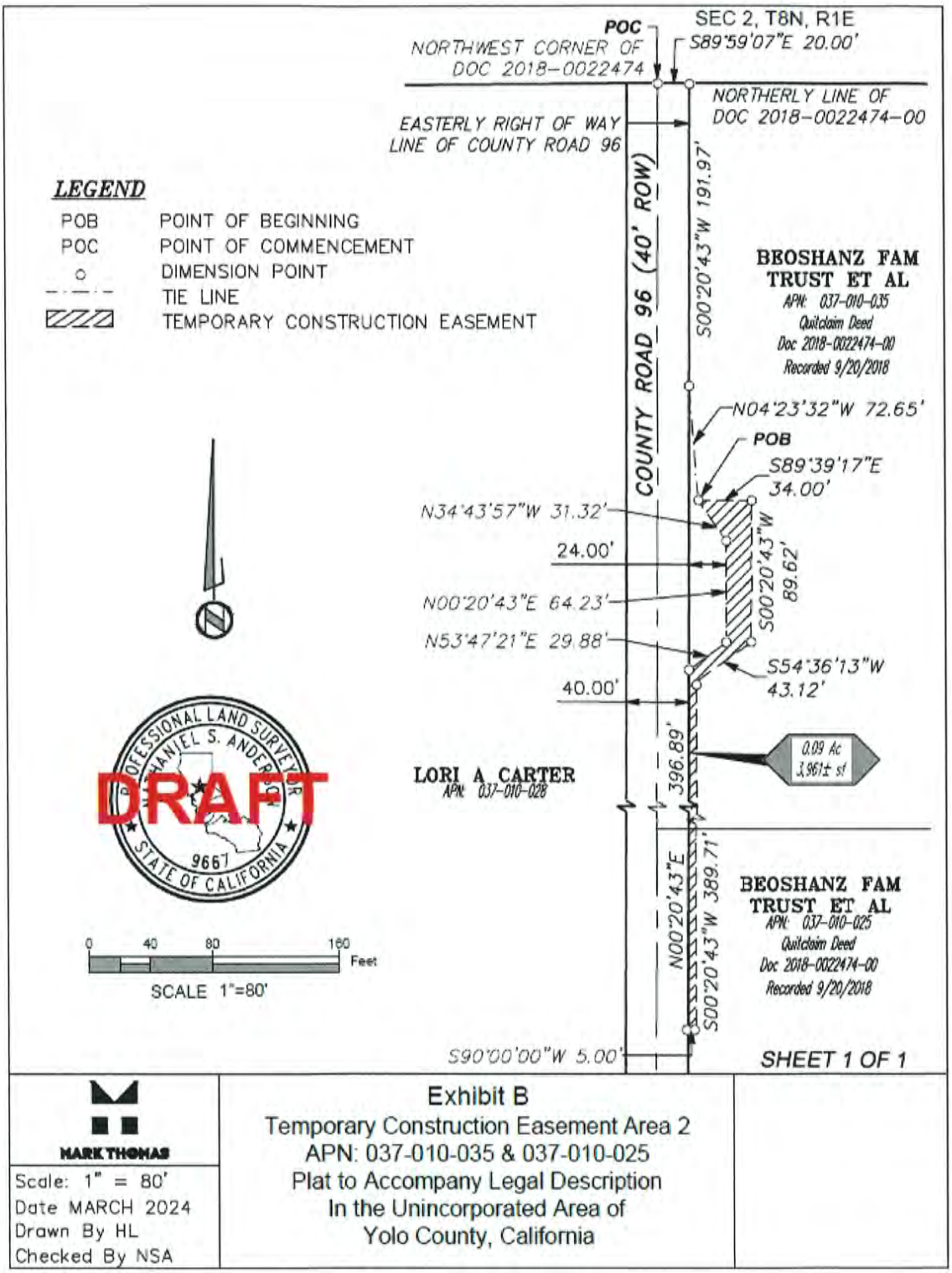
This real property description and accompanied Exhibit "B" has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

DRAFT

Nathaniel S. Anderson, LS. 9667

Date

STPL 5922(102)
APN: 037-010-025 and 037-010-035
Owner: Beoshanz



MARK THOMAS Scale: 1" = 80' Date MARCH 2024 Drawn By HL Checked By NSA	Exhibit B Temporary Construction Easement Area 2 APN: 037-010-035 & 037-010-025 Plat to Accompany Legal Description In the Unincorporated Area of Yolo County, California	

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.: 037-010-035 **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, **Wendelin Edward Beoshanz, Carol D. Beoshanz, and Marc E. Beoshanz, Trustees of the Beoshanz Family Trust, dated June 14, 1991, and Marc E. Beoshanz and Marcia Aileen Hickman-Beoshanz, Trustees of the 2024 Beoshanz and Hickman-Beoshanz Revocable Trust (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 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION & PLAT MAP.

Signature Page to Follow

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. Biddlecomb, Director

GRANTOR:

Wendelin Edward Beoshanz, Carol D. Beoshanz, and Marc E. Beoshanz, Trustees of the Beoshanz Family Trust, dated June 14, 1991, and Marc E. Beoshanz and Marcia Aileen Hickman-Beoshanz, Trustees of the 2024 Beoshanz and Hickman-Beoshanz Revocable Trust

Wendelin Edward Beoshanz
Wendelin Edward Beoshanz, Trustee

Date: 1-12-25

Carol D. Beoshanz
Carol D. Beoshanz, Trustee

Date: January 12, 2025

Marc E. Beoshanz
Marc E. Beoshanz, Trustee

Date: 1/12/25

Marc E. Beoshanz
Marc E. Beoshanz, Trustee

Date: 1/12/25

Marcia Hickman-Beoshanz
Marcia Hickman-Beoshanz, Trustee

Date: 1/12/2025

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 January 12, 2025 before me, Alma Jackson, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Wendelin Edward Beoshanz, Carol D. Beoshanz,
Name(s) of Signer(s)

Marc E. Beoshanz, and Marcia Hickman-Beoshanz,

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.

ALMA JACKSON
Notary Public - California
Yolo County
Commission # 2492618
My Comm. Expires Jul 16, 2028

Signature Alma Jackson
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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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EXHIBIT "A"
LEGAL DESCRIPTION

Being a portion of the Southwest 1/4 of Section 2, Township 8 North, Range 1 East, M.D.B. & M., situate in the unincorporated area of Yolo County, State of California, as described in that certain Quitclaim Deed for Merger of Parcels, Document Number 2018-0022474-00, recorded on September 20, 2018, Official Records of Yolo County, more particularly described as follows:

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Thence leaving said Right of Way line the following five (5) courses:

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2. South 34°43'57" East, 31.32 feet;
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4. South 53°47'21" West, 29.88 feet to said easterly Right of Way line;
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Shown graphically on Exhibit B, attached hereto and made a part hereof.

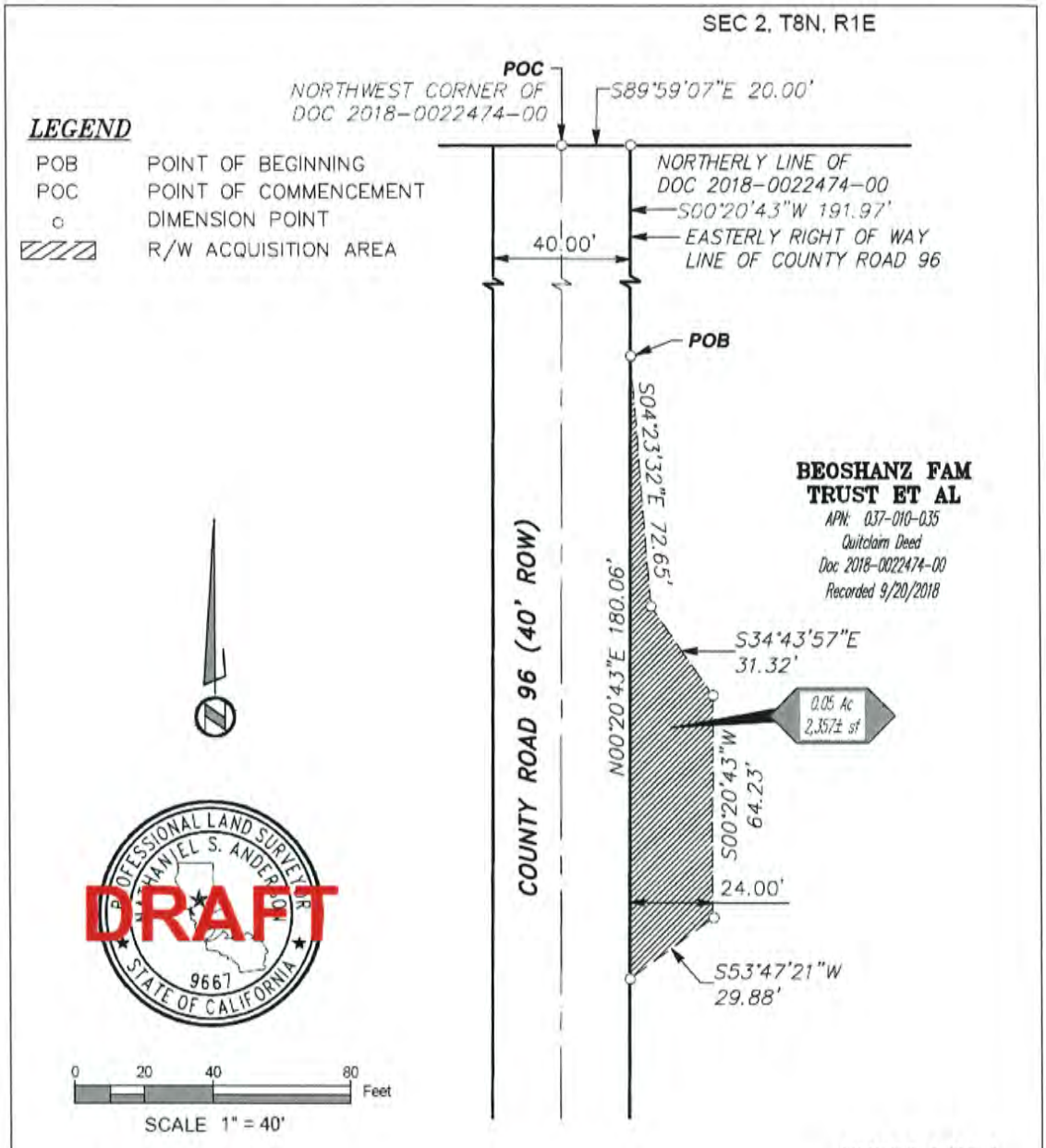
Bearings and distances used in the above description are based on CCS83(2011), Zone II, Epoch 2010.00. Distances are in US Survey Feet. Divide distances by 0.999910 to obtain ground level distances.

This real property description and accompanied Exhibit "B" has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

DRAFT

Nathaniel S. Anderson, LS. 9667

Date



MARK THOMAS Scale: 1" = 20' Date March 2024 Drawn By HL Checked By NSA	Exhibit B Right-of-Way Acquisition Area 2 APN: 037-010-035 Plat to Accompany Legal Description In the Unicorporated Area of Yolo County, California	

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.Ns.: Portion of 037-010-025 and 037-010-035 **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 **Wendelin Edward Beoshanz, Carol D. Beoshanz, and Marc E. Beoshanz, Trustees of the Beoshanz Family Trust, dated June 14, 1991, and Marc E. Beoshanz and Marcia Aileen Hickman-Beoshanz, Trustees of the 2024 Beoshanz and Hickman-Beoshanz Revocable Trust** , hereby GRANTS to **THE COUNTY OF YOLO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

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 & PLAT MAP.

THE RIGHTS CONVEYED BY THIS EASEMENT SHALL TERMINATE 36 MONTHS, BEGINNING APRIL 1, 2025, AND TERMINATE ON MARCH 31, 2028 OR WHEN THE YOLO COUNTY BOARD OF SUPERVISORS ACCEPTS THE WORK AS COMPLETE, WHICHEVER OCCURS FIRST.

Signature Page to Follow

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
Public Works Division, Department of Community Services

GRANTOR:
Wendelin Edward Beoshanz, Carol D. Beoshanz, and Marc E. Beoshanz, Trustees of the Beoshanz Family Trust, dated June 14, 1991, and Marc E. Beoshanz and Marcia Aileen Hickman-Beoshanz, Trustees of the 2024 Beoshanz and Hickman-Beoshanz Revocable Trust

Wendelin Edward Beoshanz
Wendelin Edward Beoshanz, Trustee

Date: 1-12-25

Carol D. Beoshanz
Carol D. Beoshanz, Trustee

Date: 1-12-25

M E B
Marc E. Beoshanz, Trustee

Date: 1/12/25

M E B
Marc E. Beoshanz,Trustee

Date: 1/12/25

Marcia Hickman-Beoshanz, Trustee

Date: 1/12/25

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 January 12, 2025 (Date) before me, Alma Jackson, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Wendelin Edward Beoshanz, Carol D. Beoshanz, Marc E. Beoshanz, and Marcia Hickman-Beoshanz (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 Alma Jackson
Signature of Notary Public

ALMA JACKSON
Notary Public - California
Yolo County
Commission # 2492618
My Comm. Expires Jul 16, 2028

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: _____

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EXHIBIT "A"
LEGAL DESCRIPTION

Being a portion of the Southwest 1/4 of Section 2, Township 8 North, Range 1 East, M.D.B. & M., situate in the unincorporated area of Yolo County, State of California, as described in that certain Quitclaim Deed for Merger of Parcels, Document Number 2018-0022474-00, recorded on September 20, 2018, Official Records of Yolo County, more particularly described as follows:

COMMENCING at the northwest corner of said land as described in said Quitclaim Deed;

Thence along the northerly line of said land South 89°59'07" East, 20.00 feet to the easterly Right of Way line of County Road 96;

Thence along said Right of Way line South 00°20'43" West, 191.97 feet;

Thence leaving said Right of Way, South 04°23'32" East, 72.65 feet to the **POINT OF BEGINNING**;

Thence the following nine (9) courses:

1. South 89°39'17" East, 34.00 feet;
2. South 00°20'43" West, 89.62 feet;
3. South 54°36'13" West, 43.12 feet;
4. South 00°20'43" West, 389.71 feet;
5. South 90°00'00" West 5.00 feet to said Easterly Right of Way line;
6. Along said Right of Way line North 00°20'43" East 396.89 feet;
7. Leaving said Right of Way line, North 53°47'21" East, 29.88 feet;
8. North 00°20'43" East, 64.23 feet;
9. North 34° 43'57" West, 31.32 feet to the **POINT OF BEGINNING**.

Containing a total of 3,961 square feet, or 0.09 acres more or less.

Shown graphically on Exhibit B, attached hereto and made a part hereof.

Bearings and distances used in the above description are based on CCS83(2011), Zone II, Epoch 2010.00. Distances are in US Survey Feet. Divide distances by 0.999910 to obtain ground level distances.

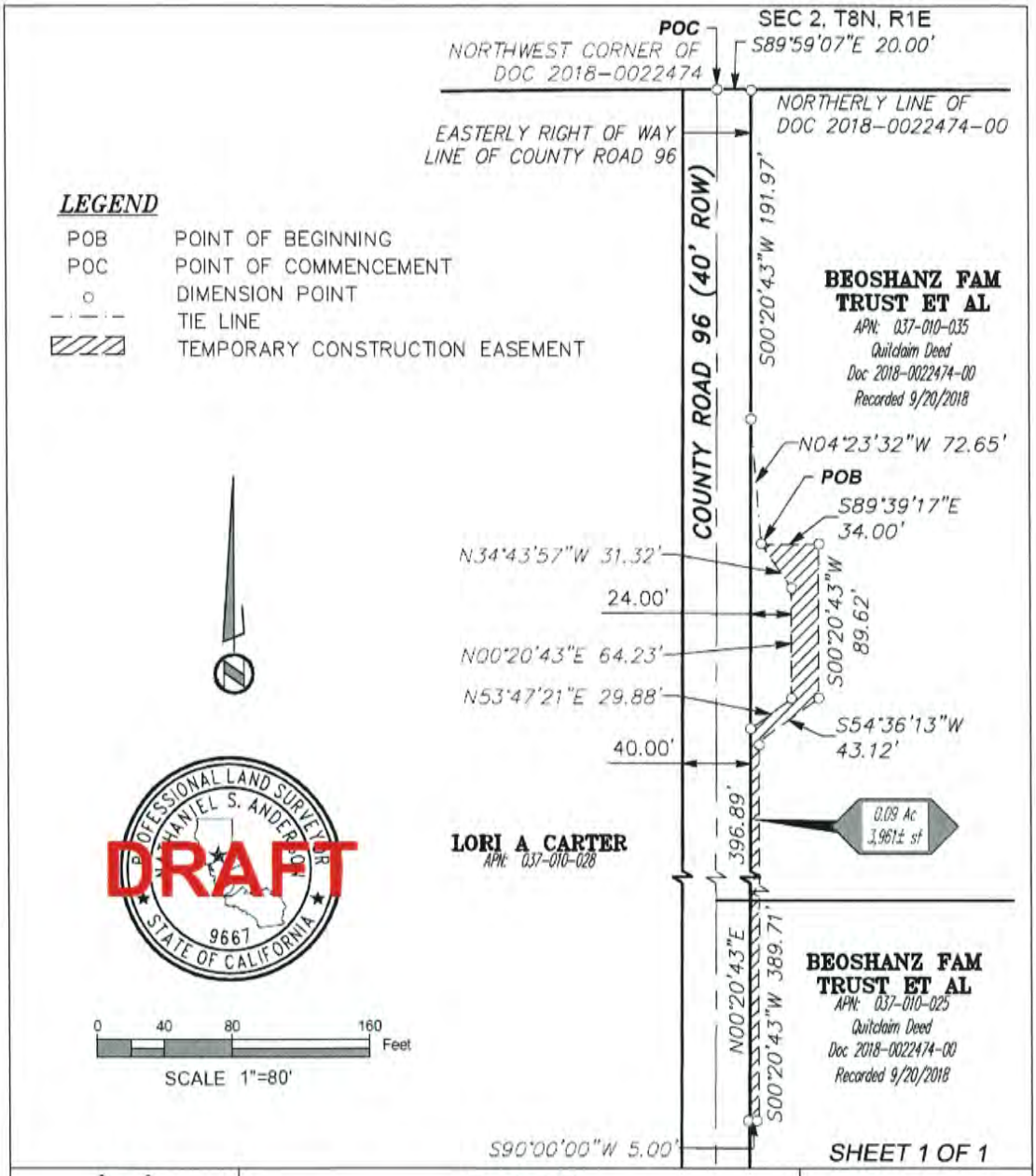
This real property description and accompanied Exhibit "B" has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

DRAFT

Nathaniel S. Anderson, LS. 9667

Date

EXHIBIT "B"



MARK THOMAS Scale: 1" = 80' Date MARCH 2024 Drawn By HL Checked By NSA	Exhibit B Temporary Construction Easement Area 2 APN: 037-010-035 & 037-010-025 Plat to Accompany Legal Description In the Unincorporated Area of Yolo County, California	

ESCROW INSTRUCTIONS

Audra Meyer
Fidelity National Title
8525 Madison Avenue, Suite 110
Fair Oaks, CA 95628

Dry Slough Bridge Replacement Project
Parcel No.: 037-010-028
Owner: Beoshanz
Escrow No.: 01007910-AM

Dear Ms. Meyer:

This escrow will be closed per the Agreement for Purchase of Interest in Real Property executed Wendelin Edward Beoshanz, Carol D. Beoshanz, and Marc E. Beoshanz, Trustees of the Beoshanz Family Trust, dated June 14, 1991, and Marc E. Beoshanz and Marcia Aileen Hickman-Beoshanz, Trustees of the 2024 Beoshanz and Hickman-Beoshanz Revocable Trust, and the County of Yolo. The following items have been checked to indicate the method in which this escrow is to be closed.

The sale price of this transaction is $18,150

X Enclosed is a Public Road and Utility Right of Easement Deed, with attached Certificate of Acceptance and a copy of the Agreement for Purchase of Interest in Real Property.

X Policy of Title insurance shall be issued for $1,000

Proceeds from this transaction are to be sent to OWNER.

The enclosed payment represents the consideration in this transaction for $18,150. The closing costs will be processed separately. You are authorized to record any documents, disburse any monies, and close this escrow when you are able to issue a title policy naming the County of Yolo as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary report number 01007910-AM dated November 27, 2024.

THE FOLLOWING EXCEPTION(S) MAY APPEAR IN THE TITLE POLICY:

Item No./Description		Action
2	Lien of Supplemental Taxes and Assessments	To be current
4	Any adverse claim	Said rights will not conflict with the County's use
5	Rights in favor of the public	Said rights will not conflict with the County's use
6	County Road 96	Said rights will not conflict with the County's use
7	CCRs	Said rights will not conflict with the County's use

THE FOLLOWING MUST NOT APPEAR IN THE TITLE POLICY:

Item No./Description		Reason
1	Tax Collector	To be removed
3	Water Rights, claims or title to water	To be removed
8	Easement – PG&E	Located outside acquisition area; to be removed
9	Certificate of Compliance	To be removed
10	No Deed of Trust	To be removed
11	Trust Certification	To be obtained before the close of escrow
12	Correct Names	To be removed
13	Underwriters Review	To be removed

The purchaser will pay for all costs of escrow and the title insurance policy. Costs will not include the cost of any title insurance the seller may wish to acquire for any property the seller may be receiving in this transaction. The original policy together with two copies of title insurance, all recorded documents, and your billing should be sent to Bender Rosenthal, Inc., Attn: Rebekah Green, 2825 Watt Avenue, Suite 200, Sacramento, CA 95821 at the close of escrow.

Seller: Wendelin Edward Beoshanz, Carol D. Beoshanz, and Marc E. Beoshanz, Trustees of the Beoshanz Family Trust, dated June 14, 1991, and Marc E. Beoshanz and Marcia Aileen Hickman-Beoshanz, Trustees of the 2024 Beoshanz and Hickman-Beoshanz Revocable Trust

By: Wendelin Edward Beoshanz Date: 1-12-25
Wendelin Edward Beoshanz, Trustee

By: Carol D. Beoshanz Date: 1-12-25
Carol D. Beoshanz, Trustee

By: M E B Date: 1/12/25
Marc E. Beoshanz, Trustee

By: M E B Date: 1/12/25
Marc E. Beoshanz, Trustee

By: Marcia Hickman-Beoshanz Date: 1/12/25
Marcia Hickman-Beoshanz, Trustee

Buyer: County of Yolo, a political subdivision of the State of California

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