

STPL

APN: 060-090-007

Owner: John Capitanio and Nancy Capitanio, as Trustees of the John P. Capitanio and Nancy Capitanio Trust, dated January 25, 1993

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

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

County Road 49 Bridge Over Hamilton Creek Replacement Project (“Project”)

This Agreement for Purchase of Interest in Real Property (“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 John Capitanio and Nancy Capitanio, as Trustees of the John P. Capitanio and Nancy Capitanio Trust, dated January 25, 1993 (“Grantor”).

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

WHEREAS, Grantor is the owner of certain real property, identified as APN: 060-090-007, 7385 County Road 49, Guinda, 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 One Thousand Three Hundred and Fifty (\$1,350.00) (“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

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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.

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- 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. **Construction Contract Work (CCW).** If Grantor's propone tank is in the acquisition area, Grantee and its contractor will relocate it outside the acquisition area.
8. **Buyer Indemnification.** County agrees to indemnify and hold harmless the undersigned Grantor from any liability arising out of County's operations under this Agreement. Excluding any damages covered by the Purchase Price and rights granted to the County by this Agreement, the County further agrees to assume responsibility for any damages proximately caused by reason of its operations under this Agreement, and the County will, at its option, either repair or pay for such damages.
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 on April 1, 2025 or the execution of this Agreement, whichever occurs later ("possession Date"), and that the Purchase Price includes, but is not limited to, full payment for such possession and use including damages, if any, from the Possession Date.

The TCE described in Attachment is needed during the construction of the Project. Said TCE shall be for a period not to exceed (60) months and shall commence on the above referenced date of possession. In no case shall the TCE extend past March 30, 2030, unless extended by written mutual agreement of Grantor and the County's Director of Public Works.

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. **Contractor Insurance.** County will provide copies of the Contractor's insurance certificate(s) to the Grantor prior to beginning construction of the Project.
11. **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

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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. 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.

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

- 14. Entire Agreement.** The parties have set forth the whole of their Agreement. The performance of the Agreement constitutes the entire consideration for the 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.

- 15. 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

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Owner: John Capitanio and Nancy Capitanio, as Trustees of the John P. Capitanio and Nancy Capitanio Trust, dated January 25, 1993

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


**COUNTY:**

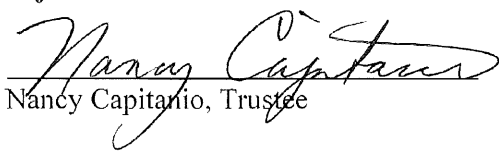
County of Yolo

By: \_\_\_\_\_  
Todd N. Riddiough Director  
Public Works Division,  
Department of Community Services

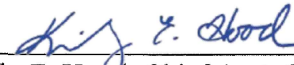
**GRANTOR:**

John Capitanio and Nancy Capitanio, as Trustees of the John P. Capitanio and Nancy Capitanio Trust, dated January 25, 1993

By:   
John Capitanio, Trustee

By:   
Nancy Capitanio, Trustee

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

By:   
Kimberly E. Hoed, Chief Asst. County Counsel

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

In the City of Guinda, County of Yolo, State of California, being a portion of Lot 25 as shown on the Map of Guinda Colony Tract, filed in Volume 1 of Maps, Page 47, Official Records of Yolo County more particularly described as follows:

**BEGINNING** at the northwest corner of said Lot 25 as described in the Grant Deed recorded May 25, 2011, as Document Number 2011-0014587, Official Records of said County, said northwest corner also being the intersection of the centerline of Hamilton Creek and the southerly right of way line of County Road 49 right of way (30 feet wide);

Thence along said southerly right of way line the following two (2) courses and distances:

1. South 66°13'29" East 59.36 feet;
2. South 32°13'49" East, 144.13 feet;

Thence leaving said southerly right of way line the following three (3) courses and distances;

1. South 57°46'11" West, 8.00 feet;
2. North 32°13'49" West, 109.49 feet;
3. North 66°13'29" West, 84.31 feet to said centerline of Hamilton Creek;

Thence along said centerline of Hamilton Creek the following four (4) courses and distances:

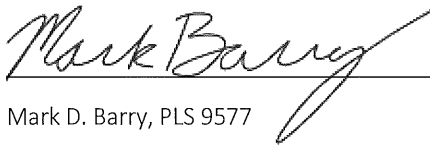
1. North 51°49'40" East, 1.18 feet;
2. North 28°07'56" East, 13.66 feet;
3. North 18°34'25" East, 9.59 feet;
4. North 23°10'08" East 1.80 feet to said northwest corner and the **POINT OF BEGINNING**.

Containing a total of 2,864 square feet, 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.

  
Mark D. Barry, PLS 9577




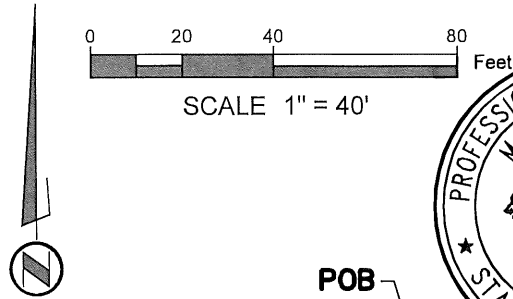
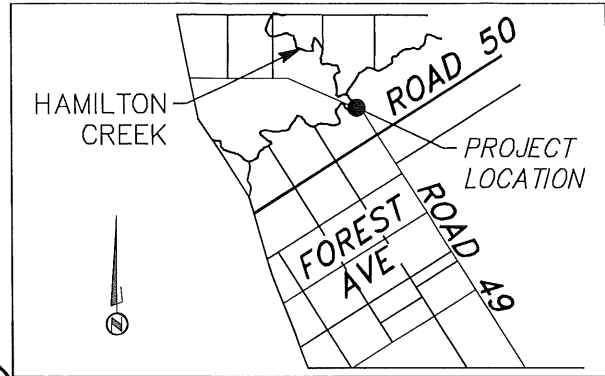
April 8, 2025

Date

A PORTION OF SECTION 4,  
T.11N., R.3W., M.D.M.

**LEGEND**

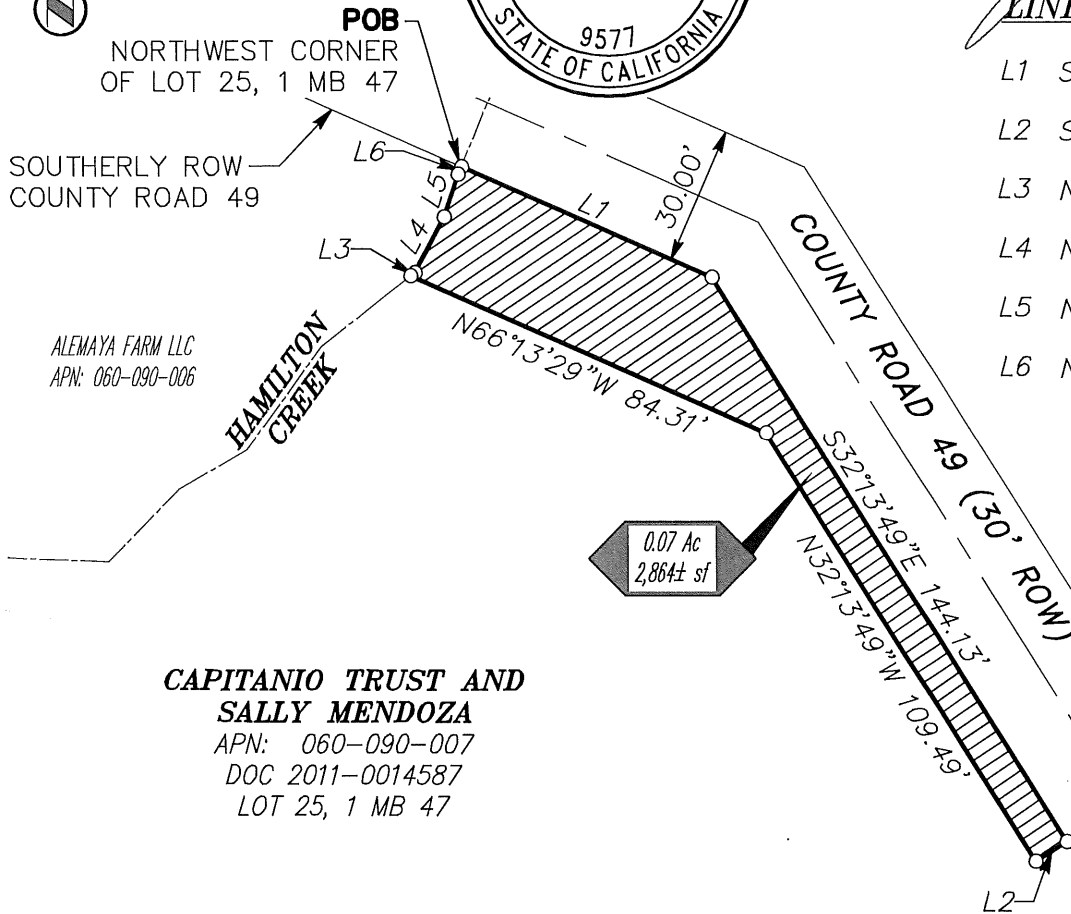
- APN ASSESSOR'S PARCEL NUMBER
- MB MAP BOOK
- POB POINT OF BEGINNING
- DIMENSION POINT
-  PARCEL TO BE TRANSFERRED
- ROW RIGHT OF WAY



*Mark Barry*

**LINE TABLE**

- L1 S66°13'29"E 59.36'
- L2 S57°46'11"W 8.00'
- L3 N51°49'40"E 1.18'
- L4 N28°07'56"E 13.66'
- L5 N18°34'25"E 9.59'
- L6 N23°10'08"E 1.80'



SHEET 1 OF 1



MARK THOMAS

Scale: 1" = 40'  
Date April 2025  
Drawn By KY  
Checked By NSA

Exhibit B  
Right-of-Way Acquisition - Area 4  
APN: 060-090-007  
Plat to Accompany Legal Description  
In the City of Guinda  
Yolo County, California



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

In the City of Guinda, County of Yolo, State of California, being a portion of Lot 25 as shown on the Map of Guinda Colony Tract, filed in Volume 1 of Maps, Page 47, Official Records of Yolo County more particularly described as follows:

**COMMENCING** at the northwest corner of said Lot 25 as described in the Grant Deed recorded May 25, 2011, as Document Number 2011-0014587, Official Records of said County, said northwest corner also being the intersection of the centerline of Hamilton Creek and the southerly right of way line of County Road 49 30 foot wide right of way;

Thence leaving said southerly right of way line, along the westerly line of Lot 25 the following four (4) courses and distances:

1. South 23°10'08" West, 1.80 feet;
2. South 18°34'25" West, 9.59 feet;
3. South 28°07'56" West, 13.66 feet;
4. South 51°49'40" West, 1.18 feet to the **POINT OF BEGINNING**;

Thence continuing along said westerly line South 51°49'40" 8.03 feet;

Thence leaving said westerly line the following six (6) courses and distances:

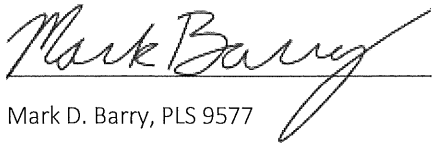
1. South 66°17'20" East 75.30 feet;
2. South 56°56'09" East 23.81 feet;
3. South 32°14'35" West 94.55 feet;
4. North 57°46'11" East 2.98 feet to a line parallel with and eight (8) feet southwesterly of said southerly right of way line;
5. Along said parallel line, North 32°13'49" West 109.49 feet;
6. North 66°13'29" West 84.31 feet to said westerly line and the **POINT OF BEGINNING**.

Containing a total of 974 square feet, 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.

  
Mark D. Barry, PLS 9577




April 8, 2025

Date

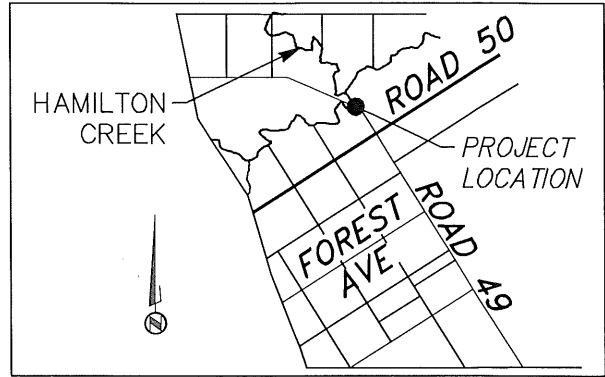
A PORTION OF SECTION 4,  
T.11N., R.3W., M.D.M.

**LEGEND**

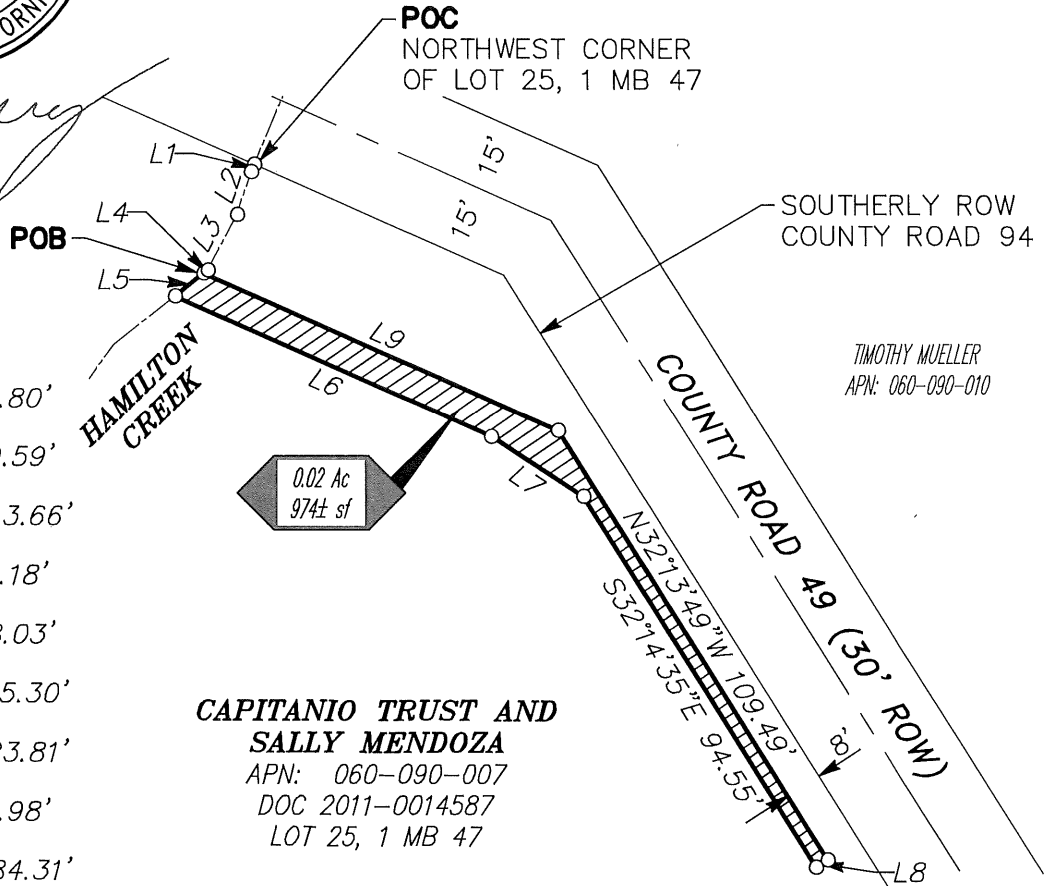
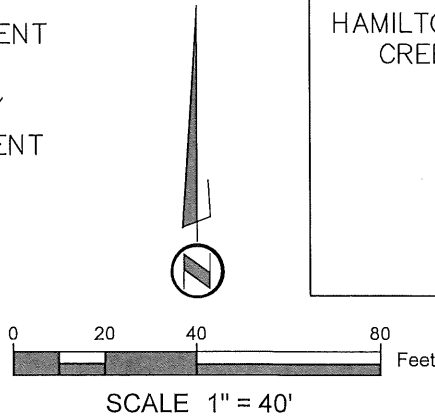
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- MB MAP BOOK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- DIMENSION POINT
-  PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- ROW RIGHT OF WAY



*Mark Barry*



VICINITY MAP  
NTS



**LINE TABLE**

- L1 S23°10'08"W 1.80'
- L2 S18°34'25"W 9.59'
- L3 S28°07'56"W 13.66'
- L4 S51°49'40"W 1.18'
- L5 S51°49'40"W 8.03'
- L6 S66°17'20"E 75.30'
- L7 S56°56'09"E 23.81'
- L8 N57°46'11"E 2.98'
- L9 N66°13'29"W 84.31'

**CAPITANIO TRUST AND  
SALLY MENDOZA**  
APN: 060-090-007  
DOC 2011-0014587  
LOT 25, 1 MB 47

TIMOTHY MUELLER  
APN: 060-090-010

SHEET 1 OF 1



**MARK THOMAS**

Scale: 1" = 40'  
Date April 2025  
Drawn By KY  
Checked By NSA

**Exhibit B**  
Temporary Construction Easement - Area 4  
APN: 060-090-007  
Plat to Accompany Legal Description  
In the City of Guinda  
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.: 060-090-007

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**PUBLIC ROAD AND UTILITY RIGHT OF WAY EASEMENT DEED**

The undersigned grantor(s) declare(s):

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

(X) Unincorporated Area ( ) City of

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

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

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **JOHN CAPITANIO AND NANCY CAPITANIO, AS TRUSTEES OF THE JOHN P. CAPITANIO AND NANCY CAPITANIO TRUST, DATED JANUARY 25, 1993** (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.**

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

GRANTORS:

John Capitanio and Nancy Capitanio, as  
Trustees of the John P. Capitanio and  
Nancy Capitanio Trust, dated January 25,  
1993

  
\_\_\_\_\_  
John Capitanio, Trustee

Date: 2/1/25

  
\_\_\_\_\_  
Nancy Capitanio, Trustee

Date: 2/1/25

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

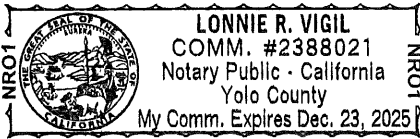
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Yolo )  
On 2-1-2025 before me, Lonnie R Vigil, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared John Capitanio and Nancy Capitanio  
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 [Handwritten Signature]  
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: Public Road & Utility Right of Way Easement Deed Document Date: 2-1-2025  
Number of Pages: 1 Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: John Capitanio Signer's Name: Nancy Capitanio  
 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: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

In the City of Guinda, County of Yolo, State of California, being a portion of Lot 25 as shown on the Map of Guinda Colony Tract, filed in Volume 1 of Maps, Page 47, Official Records of Yolo County more particularly described as follows:

**BEGINNING** at the northwest corner of said Lot 25 as described in the Grant Deed recorded May 25, 2011, as Document Number 2011-0014587, Official Records of said County, said northwest corner also being the intersection of the centerline of Hamilton Creek and the southerly right of way line of County Road 49 right of way (30 feet wide);

Thence along said southerly right of way line the following two (2) courses and distances:

1. South 66°13'29" East 59.36 feet;
2. South 32°13'49" East, 144.13 feet;

Thence leaving said southerly right of way line the following three (3) courses and distances;

1. South 57°46'11" West, 8.00 feet;
2. North 32°13'49" West, 109.49 feet;
3. North 66°13'29" West, 84.31 feet to said centerline of Hamilton Creek;

Thence along said centerline of Hamilton Creek the following four (4) courses and distances:

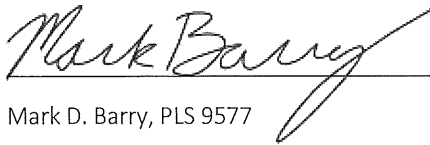
1. North 51°49'40" East, 1.18 feet;
2. North 28°07'56" East, 13.66 feet;
3. North 18°34'25" East, 9.59 feet;
4. North 23°10'08" East 1.80 feet to said northwest corner and the **POINT OF BEGINNING**.

Containing a total of 2,864 square feet, 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.

  
Mark D. Barry, PLS 9577



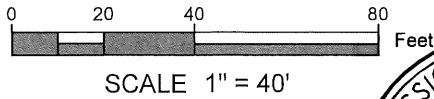
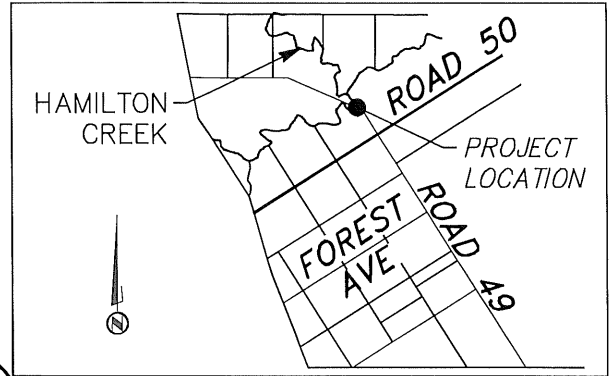
April 8, 2025

Date

A PORTION OF SECTION 4,  
T.11N., R.3W., M.D.M.

**LEGEND**

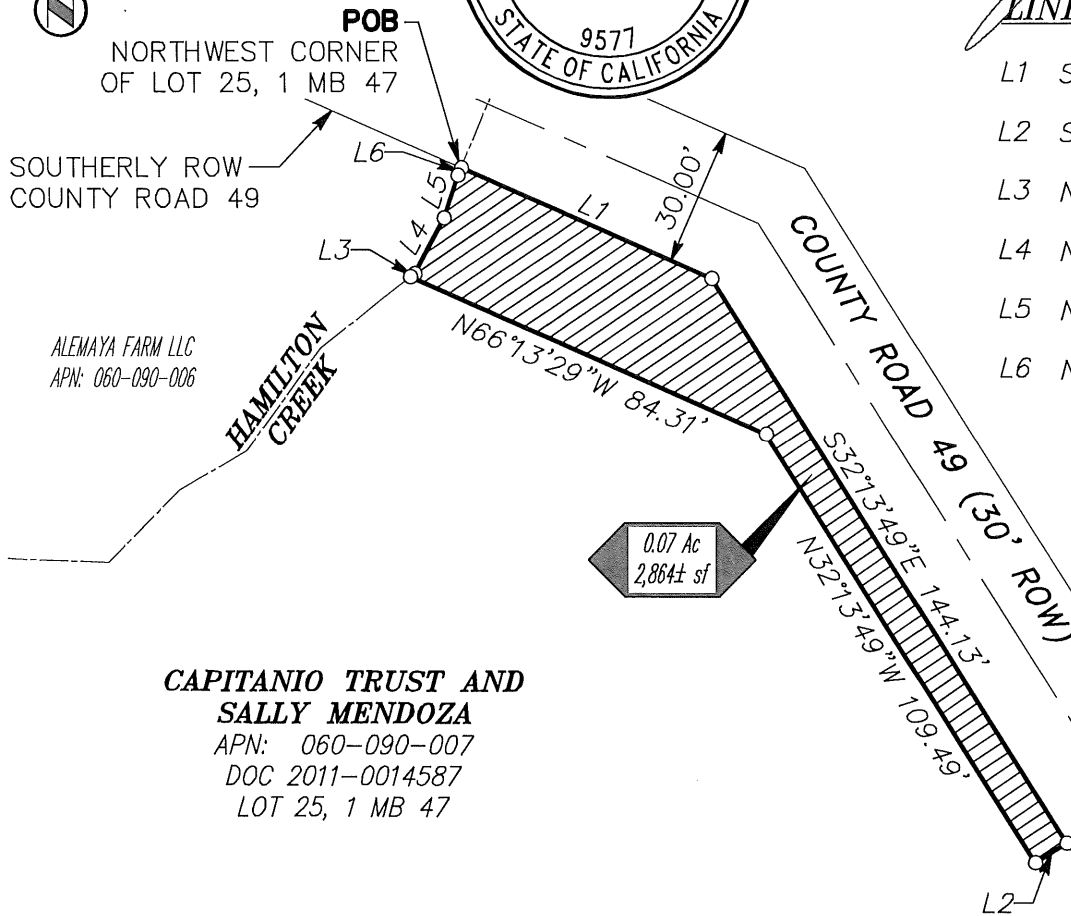
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- POB POINT OF BEGINNING
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED
- ROW RIGHT OF WAY



*Mark Barry*

**LINE TABLE**

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- L5 N18°34'25"E 9.59'
- L6 N23°10'08"E 1.80'



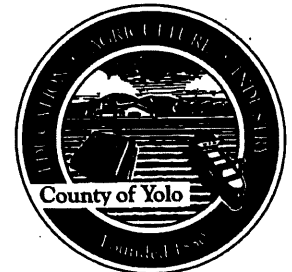
SHEET 1 OF 1



MARK THOMAS

Scale: 1" = 40'  
Date April 2025  
Drawn By KY  
Checked By NSA

Exhibit B  
Right-of-Way Acquisition - Area 4  
APN: 060-090-007  
Plat to Accompany Legal Description  
In the City of Guinda  
Yolo County, California



**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 )

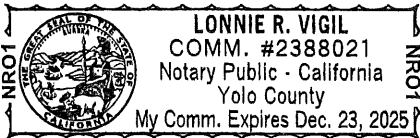
On 2-1-2025 before me, Lonnie R Vigil, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John Capitanio and Nancy Capitanio  
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 [Handwritten Signature]  
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: Temporary Construction Easement Document Date: 2-1-2025  
Number of Pages: 1 Signer(s) Other Than Named Above: -None-

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: John Capitanio  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: Nancy Capitanio  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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 060-090-007

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, JOHN CAPITANIO AND NANCY CAPITANIO, AS TRUSTEES OF THE JOHN P. CAPITANIO AND NANCY CAPITANIO TRUST, DATED JANUARY 25, 1993 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 60 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.

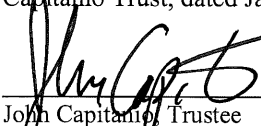
This is to certify that the interest in real property conveyed by this instrument to the County of Yolo, a political subdivision of the State of California is hereby accepted in accordance with the requirements of Section 27281 of the Government Code, by the undersigned officer on behalf of the Board 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  
Public Works Division, Department of Community Services

GRANTOR:

John Capitanio and Nancy Capitanio, as  
Trustees of the John P. Capitanio and Nancy  
Capitanio Trust, dated January 25, 1993

  
\_\_\_\_\_  
John Capitanio, Trustee

Date: 2/1/25

  
\_\_\_\_\_  
Nancy Capitanio, Trustee

Date: 2/1/25

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

In the City of Guinda, County of Yolo, State of California, being a portion of Lot 25 as shown on the Map of Guinda Colony Tract, filed in Volume 1 of Maps, Page 47, Official Records of Yolo County more particularly described as follows:

**COMMENCING** at the northwest corner of said Lot 25 as described in the Grant Deed recorded May 25, 2011, as Document Number 2011-0014587, Official Records of said County, said northwest corner also being the intersection of the centerline of Hamilton Creek and the southerly right of way line of County Road 49 30 foot wide right of way;

Thence leaving said southerly right of way line, along the westerly line of Lot 25 the following four (4) courses and distances:

1. South 23°10'08" West, 1.80 feet;
2. South 18°34'25" West, 9.59 feet;
3. South 28°07'56" West, 13.66 feet;
4. South 51°49'40" West, 1.18 feet to the **POINT OF BEGINNING**;

Thence continuing along said westerly line South 51°49'40" 8.03 feet;

Thence leaving said westerly line the following six (6) courses and distances:

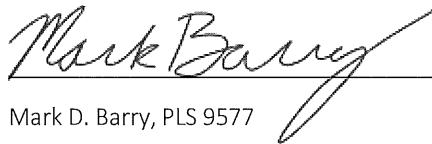
1. South 66°17'20" East 75.30 feet;
2. South 56°56'09" East 23.81 feet;
3. South 32°14'35" West 94.55 feet;
4. North 57°46'11" East 2.98 feet to a line parallel with and eight (8) feet southwesterly of said southerly right of way line;
5. Along said parallel line, North 32°13'49" West 109.49 feet;
6. North 66°13'29" West 84.31 feet to said westerly line and the **POINT OF BEGINNING**.

Containing a total of 974 square feet, 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.

  
Mark D. Barry, PLS 9577



April 8, 2025

Date

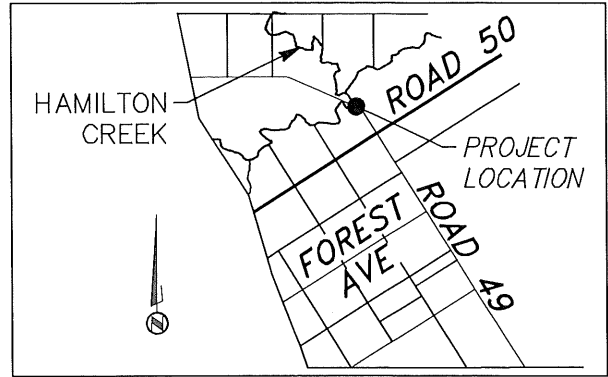
A PORTION OF SECTION 4,  
T.11N., R.3W., M.D.M.

**LEGEND**

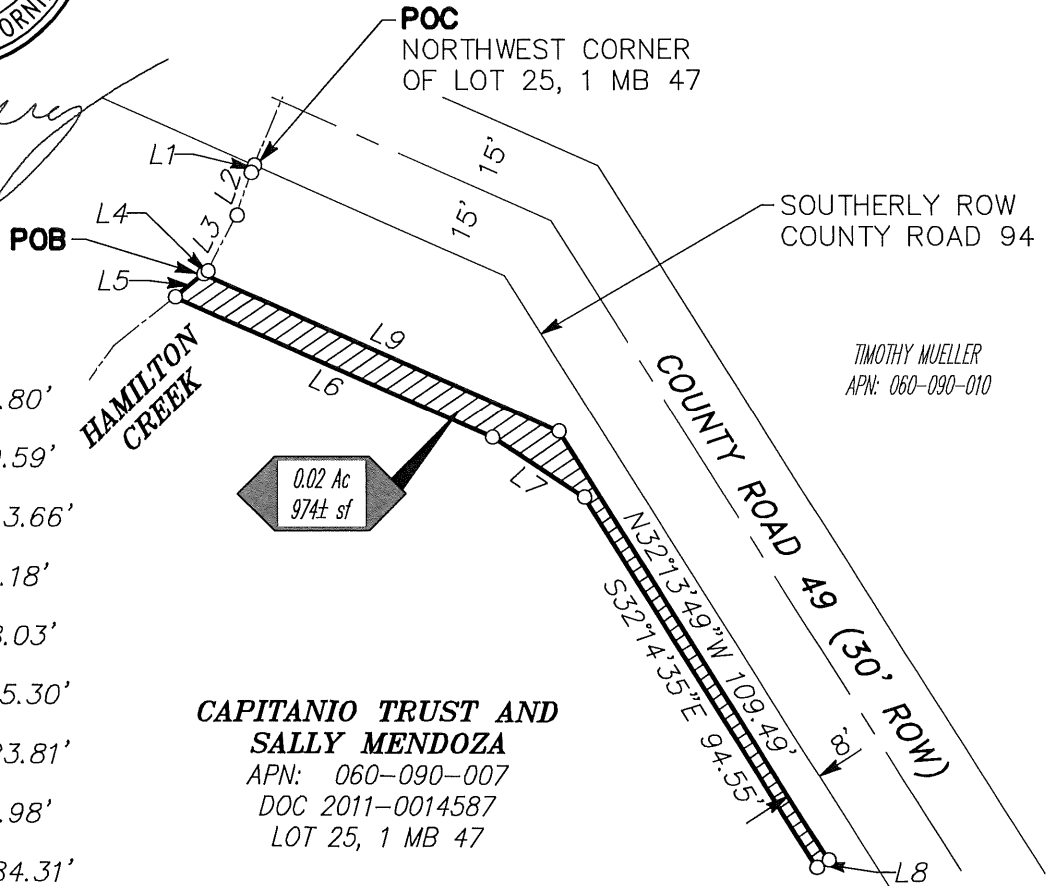
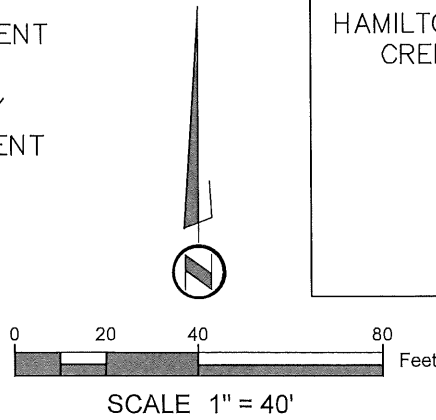
- APN ASSESSOR'S PARCEL NUMBER
- MB MAP BOOK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- DIMENSION POINT
- ▨ PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- ROW RIGHT OF WAY



*Mark Barry*



VICINITY MAP  
NTS



**LINE TABLE**

- L1 S23°10'08"W 1.80'
- L2 S18°34'25"W 9.59'
- L3 S28°07'56"W 13.66'
- L4 S51°49'40"W 1.18'
- L5 S51°49'40"W 8.03'
- L6 S66°17'20"E 75.30'
- L7 S56°56'09"E 23.81'
- L8 N57°46'11"E 2.98'
- L9 N66°13'29"W 84.31'

**CAPITANIO TRUST AND  
SALLY MENDOZA**  
APN: 060-090-007  
DOC 2011-0014587  
LOT 25, 1 MB 47

TIMOTHY MUELLER  
APN: 060-090-010

SHEET 1 OF 1



**MARK THOMAS**

Scale: 1" = 40'  
Date April 2025  
Drawn By KY  
Checked By NSA

**Exhibit B**  
Temporary Construction Easement - Area 4  
APN: 060-090-007  
Plat to Accompany Legal Description  
In the City of Guinda  
Yolo County, California



## ESCROW INSTRUCTIONS

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

County Road 49 Bridge over Hamilton Creek  
Parcel No.: 060-090-007  
Owner: Capitanio Trust  
Escrow No.: 01007908-AM

Dear Ms. Meyer:

This escrow will be closed per the Agreement for Purchase of Interest in Real Property executed by John Capitanio and Nancy Capitanio, as Trustees of the John P. Capitanio and Nancy Capitanio Trust, dated January 25, 1993 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 \$1,350

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

Policy of Title insurance shall be issued for \$1,350

Proceeds from this transaction are to be sent to OWNER.

The enclosed payment represents the consideration in this transaction for \$1,350. 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 01007908-AM dated November 7, 2023.

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

<u>Item No./Description</u>	<u>Action</u>
1 General Taxes and Special Assessments	To be current
3 Lien of Supplemental Taxes and Assessments	To be current
4 All tax assessments	Said rights will not conflict with the County's use
5 Adverse Claim	Said rights will not conflict with the County's use
6 Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Hamilton Creek	Said rights will not conflict with the County's use
7 Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public	Said rights will not conflict with the County's use
8 Rights to the public: County Road 49 AKA Carlisle Avenue	Said rights will not conflict with the County's use
9 CCRs	Said rights will not conflict with the County's use

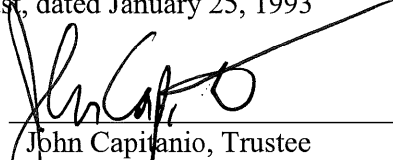
### THE FOLLOWING MUST NOT APPEAR IN THE TITLE POLICY:


<u>Item No./Description</u>	<u>Reason</u>
2 Tax Collector	To be removed
10 Deed of Trust	Subordination/Consent to Easement to be obtained prior to close of escrow; to be removed
11 Memorandum of Co-Ownership Agreement	To be removed

- 12 SunRun -Solar Eenergy Located outside acquisition area; to be removed
- 13 Deed of Trust Subordination/Consent to Easement to be obtained prior to close of escrow; to be removed
- 14 Perishable Agricultural Act To be removed
- 15 Water rights, claims to title or water Obtaining a CLTA Policy; to be removed
- 16 Parties in Possession Owner's Affidavit to be obtained, completed prior to close of escrow
- 17 Trust Certification To be obtained prior to close of escrow; to be removed
- 18 Owner's Affidavit To be provided prior to close of escrow
- 19 The requirement that the complete and correct name(s) of the buyer(s) in this transaction be submitted to the Title Department To be removed
- 20 ALTA/NSPS Land Survey To be removed
- 21 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:** John Capitanio and Nancy Capitanio, as Trustees of the John P. Capitanio and Nancy Capitanio Trust, dated January 25, 1993

By:  Date: 2/1/25  
John Capitanio, Trustee

By:  Date: 2/1/25  
Nancy Capitanio, 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