

APN: 056-282-003

Property Owner: Ramon Lomeli

AGREEMENT NO. _____

**AGREEMENT FOR PURCHASE OF INTEREST IN REAL PROPERTY
TEMPORARY CONSTRUCTION EASEMENT**

Knights Landing Flood Management Project ("the Project")

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2026 by and between the County of Yolo ("County"), a political subdivision of the State of California, and Ramon Lomeli, an unmarried man ("Grantor").

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

WHEREAS, Grantor is the owner of certain real property, identified as Yolo County APN: 056-282-003, 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 the property interests described below 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 fourteen (14) calendar days of the full execution of this Agreement, Grantor shall execute and deliver one Temporary Construction Easement ("TCE") to the County for the purpose of conveying to the County the certain interests described in the TCE for the Knights Landing Flood Management Project ("Project"). A copy of the TCE is attached hereto as Exhibit "1" and incorporated by this reference.
2. **Purchase Price and Title.** The County shall pay the Grantor the sum of **TWENTY-NINE THOUSAND TWO HUNDRED DOLLARS (\$29,200)** ("**Purchase Price**"). By execution of this Agreement, Grantor acknowledges that this Agreement and payment of the Purchase Price to Grantor includes any and all compensation to which Grantor may be entitled, including severance damages to the remaining property, by reason of the County's acquisition of the TCE and construction and use of the Project.

Payment of the Purchase Price shall be made within 60 days after this agreement is fully executed and the signed and notarized TCE is delivered to the County free and clear of all liens, encumbrances, taxes, assessments, easements and leases, recorded and/or unrecorded, except:

- a. Taxes for the tax year in which this Agreement is executed shall be cleared and paid in the manner required by Section 5086 of the Revenue and taxation Code, if unpaid at the execution of Agreement;
- 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.

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If Grantor is unable to deliver the TCE free and clear of all liens, encumbrances, taxes, assessments, easements and leases, recorded and/or unrecorded, except those approved by the County, the County may terminate this Agreement with written notice to Grantor and the parties hereto shall have no further obligation to each other.

3. **Escrow.** No escrow shall be used for the conveyance of the TCE interest. Recording costs and any other incidental fees associated with this conveyance shall be paid by the County.
4. **Warranties.**
 - a. The persons signing on behalf of Grantor warrants that he 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 TCE have been properly executed by Grantor, and that no other persons are required to execute this Agreement, and Deed on behalf of Grantor in order to fully convey to the County that interest in the portion of the Subject Property described in the TCE. 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 TCE 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.
5. **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.
6. **Permission to Enter.** Permission is hereby granted to the County or its authorized agent to enter on Grantor's land, where necessary, for the purpose of performing the work.
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 TCE by the County, including the right to remove and dispose of improvements, shall commence on upon the execution of this Agreement and the TCE and shall terminate one year after the execution date, or when the Yolo County Board of Supervisors access the work as complete, whichever occurs first.

In case of unpredictable delays in construction, upon written notification, the terms of the TCE may be extended by an amendment to the Agreement. Grantor shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the Grantor for the extension prior to the expiration of the original term.

If the TCE is recorded, the County will quitclaim the interests conveyed by the TCE, to Grantor at the expiration of said terms in this Agreement.

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.

8. **Hazardous Materials.** The property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which required mitigation under Federal or State law, the County may elect to recover its cleanup costs from those who caused or contributed to the contamination.
9. **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.
10. **Entire Agreement.** The parties have set forth the whole of their Agreement. The performance of the Agreement constitutes the entire consideration for the Deed and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement. No obligations other than those set forth in this Agreement will be legally binding on either party.
11. **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.
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.

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

COUNTY:

County of Yolo

GRANTOR:

Ramon Lomeli, an unmarried man

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

By: Ram Lomeli
Ramon Lomeli

Approved as to Form
Philip J. Pogledich, County Counsel

By: Kimberly Hood
Kimberly Hood
Chief Asst. Assistant County Counsel

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Exhibit 1
Temporary Construction Easement Deed

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.: 056-282-003

(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, **RAMON LOMELI, AN UNMARRIED MAN**, hereby GRANTS to the **COUNTY OF YOLO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**,

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES OVER, ON, UNDER 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 36 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.

IN WITNESS WHEREOF, said parties have executed this document, this _____ day of _____, 20____.

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

GRANTORS:

Ramon Lomeli, An Unmarried Man

Ramon Lomeli

Date

EXHIBIT “A”
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF YOLO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lot Number Eight (8) and Lot Number Three (3), in Block Number Thirteen (13), as shown on the plat and plan of the Town of Knights Landing, on file in the Recorder's Office of the County of Yolo, State of California.

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