

Project: Stevenson Bridge
Grantor: Emily Jacob Amy
APN: 038-160-014

**PURCHASE AND SALE AGREEMENT OF PROPERTY
AND INITIAL JOINT ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement of Property and Initial Joint Escrow Instructions ("Agreement"), dated 5/13/2025, ("Effective Date"), is entered into by and between the County of Solano, a political subdivision of the State of California (County) and Emily Jacob Amy, an unmarried woman, (Grantor).

Exhibit A, in the form of a Temporary Construction Easement Deed covering the property particularly described in the above instrument, has been executed and delivered to Ramona Gomez of Overland, Pacific & Cutler, LLC, a Division of TranSystems, Right of Way Consultant for the County of Solano on behalf of the acquiring agency, the County of Solano ("County").

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the County of Solano of all further obligation or claims on the account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Exhibits A and B, for County roadway and bridge purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

The parties to this contract 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 contract.

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2. The County of Solano shall:

(A) Pay the undersigned Grantor the sum of THREE THOUSAND EIGHT HUNDRED EIGHTY-FIVE DOLLARS \$3,885.00 for the property of interest conveyed by above document when title to said property interests vest in the County of Solano, a political subdivision of the State of California, subject to all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded).

(B) Pay all escrow and recording fees incurred in this transaction should the County elect to use the services of a title company.

3. Any or all monies payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s) be made payable to the mortgage(s) or beneficiary(s) entitled thereunder; said mortgage(s) or beneficiary(s) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

4. Should the County elect to use the services of a title company, Grantor hereby authorizes County to prepare and file escrow instructions in accordance with this Contract on behalf of both parties.

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the permanent property rights being purchased by the County of Solano, including the right to remove and dispose of improvements, shall commence upon acceptance of this contract by the County of Solano and payment received by Grantor, whichever occurs first, and that the amount of \$3,885.00 includes, but is not limited to, full payment for such possession and use, and damages, if any, from said date.

6. Notwithstanding the foregoing, the Temporary Easement shall commence May 1, 2025 and terminate April 30, 2028 subject to the terms of said document as set forth in the Temporary Easement Deed attached hereto as Exhibit A and shall be subject to the terms of said document.

7. Payment in Clause 2 includes, but is not limited to, payment in full for all the land, real property interests, improvements, damages, severance, benefits, loss, replacement and moving of any improvements, that are considered to be part of the realty and are being acquired by the County in this transaction as conveyed by the Deed. None.

8. Grantor warrants that there are no oral or written leases on all or any portion of the easement area(s) being acquired by County exceeding a period of one month, and the Grantor further agrees to hold the County of Solano harmless and reimburse the County of Solano for any and all of their losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.

9. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.

10. At no expense to the Grantor and at the time of the project construction, County of Solano shall construct the following improvements as shown on approved plans on file with Solano County: None.

11. All work done under this Agreement shall conform to all applicable building, fire, and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed and relocated or reconstructed by the County of Solano, shall be in as good condition upon completion of the project as found. The County shall restore the temporary construction easement area to its original or an improved condition, including the removal of all construction debris and materials, and the installation of erosion control measures. The County will protect existing property features, including large trees and the reinforced concrete pipe onsite. Any features that are damaged or removed will be replaced. During the project, the County will install a temporary three-strand barbed wire fence along the edge of the temporary construction easement and remove the existing fence. Upon project completion, the existing woven wired livestock fence with strand above will be replaced in kind along the Yolo County/private property boundary.

12. The Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the property that may have occurred prior to Grantor taking title to the property.

The acquisition price of the property interests 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 that 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.

13. County agrees to indemnify and hold harmless Grantor from any liability arising out of County's operations under this Agreement. County further agrees to assume responsibility for any damages proximately caused by reason of County's operations under this Agreement and County will, at its option, either repair or pay for such damage.

14. 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 document.

15. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

16. In the event of a breach of this Agreement, each party shall be entitled to pursue any and all remedies available to it against the breaching party, including without limitation, claims for all damages attributable to said breach. Given the unique need for the subject property and the inadequacy of monetary damages with regard thereto, County shall have the right to require specific performance of this Agreement by Grantor.

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IN WITNESS WHEREOF, the parties have executed this Agreement on 5/13/2025 as follows:

COUNTY OF SOLANO, a political
subdivision of the State of California

GRANTOR

By: Bill Emlen
Bill Emlen
County Administrator
County of Solano

By: Emily Jacob Amy
Emily Jacob Amy

Date: 5/15/25

Date: September 18, 2024

APPROVED AS TO FORM:

By: Bernadette O'Connell
County Counsel

Exhibit "A"
Temporary Construction Easement Deed

PLEASE RECORD AND WHEN
RECORDED, RETURN TO:

Solano County
Department of Resource Management
Public Works – Engineering Services Division
675 Texas Street, Suite 5500
Fairfield, CA 94533

ASSESSOR'S PARCEL NO.: 038-160-014

FREE RECORDING REQUESTED:
Government Code §6103 & 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Undersigned Declares:

Exempt from Documentary Transfer Tax per
Revenue and Taxation Code §11922

TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Emily Jacob Amy, an unmarried woman, ("Grantor") does hereby grant to SOLANO COUNTY, a political subdivision of the State of California, ("County") a temporary construction easement over, under, on, in, across, along, and through the real property described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof by this reference, ("TCE Area"), for the purpose of all reasonable necessary and convenient activities associated with construction of the Putah Creek Bridge Rehabilitation at Stevenson Bridge Road Project ("Project").

Said Temporary Construction Easement will continue for a period of not more than thirty-six (36) months ("Term"). Notwithstanding the foregoing, the Temporary Construction Easement shall commence May 1, 2025 and terminate April 30, 2028 or upon the filing of the Notice of Completion at the Solano County Recorder's Office, whichever occurs first.

Dated: _____

Emily Jacob Amy

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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 _____)

On _____, before me, _____, a Notary Public, 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 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20____, from Emily Jacob Amy, an unmarried woman (Grantor) to Solano County, a political subdivision of the State of California, is accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Solano, pursuant to authority conferred by Resolution No. _____ of the Board of Supervisors of said County, adopted on _____, and that the County consents to recordation of the Deed by the undersigned authorized officer.

Dated: _____

By: _____

EXHIBIT "A"

05/01/2024

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION

A Temporary Construction Easement for the benefit of the County of Solano
for the Stevenson Road Bridge Replacement Project.

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

Being over and upon a portion of the Lands of Amy as defined in that certain Grant Deed filed for record
as Document #2021-0033701 in the office of the Yolo County Recorder, more particularly described as:

Commencing at the most southeastern point of the Lands of Amy as described in said Document #2021-
0033701, said point also being the centerline of Yolo County Road 95-A (a 60-foot Public Right-of-Way),
thence from said point of commencement South 75° 21' 00" West, 30.06 feet to a point along the southern
line of the Lands of Amy, said point being on the westerly Right-of Way of said County Road 95-A known
herein as the True Point of Beginning; thence continuing along the southern line of the Lands of Amy
South 75° 21' 00" West, 49.55 feet to a point; thence leaving said southerly line North 11° 00' 19" West,
191.23 feet to a point, thence North 71° 36' 43" East, 25.00 feet to a point, said point being on the westerly
right-of way of said County Road 95-A, thence along the west line of said right-of-way South 18° 21' 00"
East, 192.88 feet to point True Point of Beginning.

Containing an area of 0.16 acres, more or less.

See Exhibit 'B', Plat Map, attached hereto and made of part hereof.

Herein described Temporary Construction Easement will continue for a period of not more than thirty-
six (36) months. Said Temporary Construction Easement shall commence May 1, 2025 and terminate
April 30, 2028 or upon the filing of the Notice of Completion at the Solano County Recorder's Office,
whichever occurs first.



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EXHIBIT "B"

