

Project: Stevenson Bridge
Grantor(s): UC Davis
APN: 037-170-010

**PURCHASE AND SALE AGREEMENT FOR GRANT OF ACCESS EASEMENT
AND INITIAL JOINT ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement for Grant of Access Easement and Initial Joint Escrow Instructions ("Agreement"), dated 5/13/2015, ("Effective Date"), is entered into by and between the County of Solano, a political subdivision of the State of California ("County" or "Grantee") and The Regents of The University of California, a California corporation ("Grantor"). County and Grantor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

Grantor is the owner of certain real property, as described in Exhibit A, attached hereto and incorporated herein ("Grantor's Property").

County desires to obtain, and Grantor desires to grant to County, an easement interest within a portion of Grantor's Property as described and depicted in Exhibit B, attached hereto and incorporated herein ("Easement Area"), pursuant to the terms and conditions of this Agreement and the Grant of Access Easement Deed attached hereto as Exhibit C, and incorporated herein ("Easement Deed").

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

1. (A) This Agreement shall be effective as of the Effective Date and, unless earlier terminated by either Party in accordance with the terms of this Agreement, shall continue to be binding upon the Parties for so long as the Easement (defined in Section 1(C), below) remains in effect.

(B) The Parties have herein set forth the whole of their agreement with respect to the grant of the Easement. County's performance of all terms and conditions of this Agreement constitutes the entire consideration for the grant of Easement.

(C) Grantee requires the use of the Easement Area in connection with County roadway and bridge purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. The easement rights granted to County pursuant to this Agreement and the Easement Deed ("Easement") consist of a non-exclusive easement over and upon the Easement Area for the purpose of access from Yolo County Road No. 95-A to construct, inspect and maintain the Stevenson Road Bridge from said County road (collectively, the "Easement Use"). Grantor is compelled to sell, and Grantee is compelled to acquire the Easement.

(D) Both Grantor and Grantee recognize the expense, time, effort, and risk to both Parties in determining the compensation for the Easement by eminent domain litigation. The compensation set forth herein for the Easement is in compromise and settlement, in lieu of such litigation.

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.

2. Subject to County's approval of the condition of the Easement Area in accordance with Section 4, below, County shall:

(A) Pay the undersigned Grantor, as consideration for the grant of the Easement, the sum of THIRTEEN THOUSAND THREE HUNDRED DOLLARS (\$13,300.00) ("Easement Consideration") in accordance with the Escrow Instructions (as defined in Section 3, below) when the Easement Deed is recorded in the Official Records of Solano County conveying the Easement to the County free and clear of all liens, assessments, and taxes. Except as otherwise expressly provided herein, Grantor's grant of the Easement is subject to any and all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Easement Area, whether or not of record.

(B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.

3. Grantor hereby authorizes County to prepare escrow instructions in accordance with this Agreement on behalf of both Parties ("Escrow Instructions") and, subject to Grantor's prior review and approval, deliver such Escrow Instructions to Escrow Holder (as defined herein). Prior to the recordation of the Easement Deed, County will deliver the Easement Consideration to Escrow Holder. Once the Easement Consideration is delivered to Escrow Holder, Grantor shall execute the Easement Deed and deliver it to Escrow Holder. Escrow Holder shall disburse the Easement Consideration to Grantor pursuant to Grantor's instructions after recordation of the Easement Deed. This transaction will be handled by Fidelity Title Company located at 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, Phone No. (916) 564-4281 ("Escrow Holder"); Escrow No.: 01001940A-010-AM.
4. Upon full execution of this Agreement and County's delivery to Grantor of certificates of insurance evidencing satisfaction of the insurance required by Section 16, below, County, its agents and contractors shall have permission to enter upon the Easement Area until the earlier of (i) the Closing Date (defined below), or (ii) earlier termination of this Agreement pursuant to the terms of this Agreement, for the purpose of County's performance within the Easement Area of environmental studies, hazardous waste investigation, geotech, boring, and surveying, subject to all applicable terms and conditions contained in this Agreement. In the event that County disapproves the condition of the Easement Area, County may terminate this Agreement by providing Grantor with written notice of termination in accordance with the notice provisions of Section 18, below. If County approves the condition of the Easement Area, it shall provide Grantor with written notice, and the Parties shall agree upon a date for the recordation of the Easement Deed and disbursement of the Easement Consideration to Grantor ("Closing Date"). If County does not approve the condition of the Easement Area and deliver the executed Easement Deed and Easement Consideration to Escrow Holder by the date which is _____ (____) from the Effective Date, then either Party may terminate this Agreement by written notice to the other Party.

5. Grantee shall repair and maintain in good, safe condition and repair the Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area. The operation, repair and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense.
6. Grantee shall conduct all activities within the Easement Area in a safe, prudent and professional manner. Grantee shall comply at Grantee's sole cost and expense, in its use of and activities within the Easement Area with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and hereafter amended, including but not limited to all applicable regulatory, environmental and safety requirements, of any federal, state, county, city, local, or other governmental or quasi-governmental authority, entity or body (or any department, agency or other instrumentality thereof), exercising jurisdiction over the Easement Area, and to property and persons on the Easement Area including those of Grantor that are applicable to the Easement Area, including those pertaining to traffic enforcement (collectively, "Applicable Laws"). Additionally, Grantee acknowledges and agrees to the following:

(A) Grantee shall not use, deposit or permit the use or deposit of any Hazardous Substance (as defined in subsection (D) below) in, on, or under the Easement Area, or elsewhere on any other real property of Grantor. Promptly upon discovery thereof, Grantee will notify Grantor of the discovery of any release, discharge, or emission of any Hazardous Substances or of the existence of any other condition or occurrence on the Easement Area or other real property of Grantor that may pose a significant hazard to human health and safety or to the environment ("Environmental Condition"), whether or not such discovery necessitates any report to any other person or governmental authority. Grantee will promptly notify Grantor of Grantee's receipt of any notification from any governmental authority having jurisdiction over the Easement Area regarding any Environmental Condition on, in, under, or adjacent to the Easement Area or the compliance with, or failure to comply with, Applicable Laws by Grantee or any employee, agent, representative or contractor of Grantee. Grantee shall promptly respond to, remedy and remediate (by removal and proper disposal or such other methods as shall be reasonably required by Applicable Laws) to the satisfaction of applicable governmental authorities having jurisdiction any discharge or release of any Hazardous Substance caused by Grantee, or any of its contractors, or resulting from Grantee's activities in the Easement Area or Property, and shall immediately notify Grantor of any such release or discharge. For purposes of this Section 6, the term "respond" shall include, but not be limited to, the investigation of any Environmental Condition, the preparation of feasibility reports or remedial plans, and the performance of any cleanup, remediation, containment, maintenance, monitoring or restoration work. All actions taken by Grantee pursuant to this Section 6 shall be done in Grantee's name, and at Grantee's sole cost. Grantor shall have the right to participate in Grantee's discussions with any regulatory agency regarding remedial activities undertaken by Grantee within the Easement Area or affecting the Easement Area or Grantor's Property. Any such actions taken by Grantee shall be performed in a good, safe, workmanlike manner and shall minimize any impact on the activities or operations of Grantor, its employees, agents, representatives, students, guests or invitees on Grantor's Property.

(B) Grantor disclaims the making of any representations or warranties, express or implied, by or on behalf of Grantor, or any employee, agent, or representative of Grantor regarding the Easement Area or matters affecting the Easement Area, including, without limitation, physical condition, title, soil condition, topography, subsurface conditions, Hazardous Substances or other environmental matters, and the use, fitness, value, or adequacy of the Easement Area for any particular purpose. Grantee, moreover, acknowledges that it has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic and legal condition of the Easement Area and that Grantee is not relying upon any representations and warranties made by Grantor or of any of Grantor's agents, representatives, or employees, or anyone else acting or claiming to act on Grantor's behalf concerning the Easement Area. Grantee acknowledges and agrees that Grantor is granting the easement to the Easement Area to Grantee in its "As-Is" condition, with all faults, and Grantee hereby assumes the risk that adverse physical, environmental, economic or legal conditions may not have been revealed by its investigations.

(C) Grantee shall indemnify, protect, defend (with counsel reasonably acceptable to Grantor) and hold Grantor, and any officer, director, employee, or agent of Grantor, free and harmless from and against any and all losses, claims, penalties, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of Grantee to fully comply with all Applicable Laws related to the environment.

(D) For purposes of this Agreement, the term "Hazardous Substance" or "Hazardous Substances" shall mean and refer to any material or substance (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control law); (ii) defined as a "hazardous substance" under Section 26316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95, "Hazardous Substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (iv) petroleum, natural gas, or other petroleum product; (v) asbestos; (vi) polychlorinated biphenyls (PCBs); (vii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (viii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 6903); (ix) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9602); (x) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act. 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6901); (xi) laboratory wastes; (xii) experimental products, including genetically engineered microbes; (xiii) medical waste as defined in the Medical Waste Management Act, div. 20, chap. 6.1 of the California Health and Safety Code, (xiv) radon gas, or (xv) found to be a pollutant, contaminant, hazardous waste or hazardous substance in any reported decision of a federal or California state court, or which may give rise to liability under any federal or California common law theory based on nuisance or strict liability.

7. Grantee and its agents and contractors shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Grantee at or for use in the Easement Area, which claims are or may be secured by any mechanics' or materialmen's liens against the Easement Area. Grantee shall promptly cause any liens of any kind that may be placed against the Easement Area (or other portions of Grantor's Property if caused or created by Grantee, its agents, representatives, contractors, or employees) to be removed, excepting therefrom any liens caused or created by Grantor. If Grantee or any of its agents or contractors shall, in good faith, contest the validity of any lien, claim or demand filed against the Easement Area, then Grantee shall, at its sole cost and expense defend Grantor against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Grantor or the Easement Area. Grantor may require that Grantee or any of its agents or contractors furnish to Grantor a surety bond satisfactory to Grantor, in an amount equal to 150% of such contested lien claim or demand, indemnifying Grantor against liability for the same and holding the Easement Area free from the effect of such lien or claim. In addition, Grantor may require Grantee to pay Grantor's reasonable attorneys' fees and costs in participating in any lien enforcement action if Grantor shall decide it is in its best interest to do so.
8. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location as the Easement Area, so long as such use does not unreasonably interfere with the rights herein granted. Grantee shall not interfere with the use by, and operation and activities of Grantor on the Grantor Property, and Grantee shall perform its activities in connection with its entry upon and use of the Easement Area so as to result in the least damage and inconvenience to Grantor or any of Grantor's employees, students, agents, guests or visitors to Grantor's Property.
9. The grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', employees', invitees', or licensees' exercise of rights granted pursuant to this Agreement or the Easement Deed or use of the Easement Area or of any improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, employees, invitees, or licensees, or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend (with counsel reasonably approved by the Grantor) and indemnify Grantor, its officers, employees, agents, students, invitees and guests, and save them harmless from any and all claims, demands, liabilities, obligations, judgments, awards, fines, losses, damages, expenses, charges or costs of any kind or character whatsoever (including reasonable attorneys' and consultants' fees, expert fees and court costs) on account of, or arising directly or indirectly from or out of any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, its contractors, agents, officers, employees, invitees, or licensees, however occurring, other than, and except to the extent of, those caused solely by the willful or negligent acts or omissions of Grantor, its agents, invitees, or employees.
10. Grantee alone shall pay all taxes, charges or use fees levied by any governmental agency against Grantee's interest in the Easement Area, or against any of Grantor's Property solely as a result of the Easement herein granted.
11. Grantor warrants that, to its knowledge, there are no oral or written leases on all or any portion of the Easement Area being acquired by County exceeding a period of one month.

12. 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, subject to Grantor's receipt of the Easement Consideration and Grantee's performance of this Agreement.
13. 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 left in as good condition as found.
14. County agrees to indemnify, protect, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor, and any officer, director, employee or agent of Grantor, free and harmless from and against liability, including without limitation, all losses, claims, penalties, liability or costs (including court costs and attorneys' fees) arising out of County's operations under this Agreement, including without limitation the entry upon and use of the Easement Area or Grantor's Property by County or its employees, agents or contractors.
15. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights granted in this Agreement and the Easement Deed, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore at its sole cost and expense to its original condition any of Grantor's property, including, but not limited to, roads, utilities, and fences that may be altered, damaged or destroyed in connection with Grantee's exercise of the rights granted herein or use of the Easement Area.
16. Grantee, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain the below insurance for as long as this Agreement remains in effect:

- (A) Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

Each Occurrence	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
General Aggregate	\$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the date of this Agreement.

- (B) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence.
- (C) Property, Fire and Extended Coverage Insurance in an amount sufficient to reimburse Grantee for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on the Easement Area including improvements hereinafter constructed or installed.
- (D) Workers' Compensation as required by California law.

(E) Contractor's Pollution Liability Insurance with minimum limits as follows:

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

If the above insurance is written on a claims-made form, Extended Reporting Period/maintain policy for 10 years from completion of contracted services.

(F) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Grantee and Grantor against other insurable risks relating to performance.

The coverages referred to under (A), (B) and (E) of this Section 16 shall include "THE REGENTS OF THE UNIVERSITY OF CALIFORNIA" as an additional insured. Grantee, upon the execution of this Agreement, shall furnish Grantor with certificates evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten (10) days for non-payment of premium) advance written notice to Grantor of any material modification, change or cancellation of any of the above insurance coverages. The coverages required herein shall not limit the liability of Grantee.

17. As consideration for the Easement herein granted, Grantee expressly covenants and agrees that the Easement Area shall be retained and used only for the Easement Use specified in this Agreement and for no other purpose whatsoever. Any activities in or uses of the Easement Area that are inconsistent with the specific Easement Use are prohibited. The Parties agree that any of the following events (each, a "Termination Event") may constitute a breach of this Agreement and thereupon the Easement and all rights of Grantee granted herein and in the Easement Deed shall cease, terminate and be void:

- (A) Failure of Grantee to diligently develop and commence to utilize the Easement Area for the Easement Use and such failure continues for a period of thirty-six (36) months or longer (subject to Force Majeure events); or
- (B) Failure of Grantee to perform its obligations or observe any other covenant or undertaking required of it under this Agreement and such failure continues for a period of thirty (30) days after Grantee's receipt of written notice thereof from Grantor specifying such failure. If the nature of Grantee's obligation is such that more than thirty (30) days are required for performance, then a Termination Event shall not be deemed to have occurred if Grantee commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion; or
- (C) Any change or expansion of the use of the Easement Area in lieu of or beyond the Easement Use.

Upon termination of the Easement as provided in this Section, any and all interest in the Easement Area granted by this Agreement and the Easement Deed shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. Notwithstanding the foregoing, upon Grantor's request following termination of this Easement as provided in this Section, Grantee shall at its sole cost and expense (i) promptly deliver to Grantor a properly executed and acknowledged recordable quit-claim deed conveying all of Grantee's rights and interest in and to the Easement Area to Grantor, along with such other conveyances or instruments with respect to the Easement Area as may be required in order for Grantor to clear title to the Easement Area; and (ii) remove any and all improvements it installed

in, on, under or above the Easement Area. At the option of Grantor, if any such improvements are not removed within six (6) months of Grantor's request, Grantor may either remove the improvements and charge Grantee for the reasonable costs of such removal, or all such improvements shall become the property of Grantor at no cost to Grantor.

18. Any notice required hereunder shall be in writing and shall be addressed as follows:

Licensors: _____

with a copy to: _____

Licensee: _____

with a copy to: _____

or to such other address as a party may indicate in a written notice to the other.

All notices and communications given under this Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system, or (iv) 24 hours after facsimile transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this paragraph.

19. Grantee shall not voluntarily or by operation of law assign, transfer, license, or otherwise transfer all or any part of its rights, duties, or interests in this Agreement without Grantor's prior written consent, which may be granted or withheld in Grantor's sole discretion. Any attempt to make an assignment in violation of this provision shall be null and void. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns, except as restricted by this Agreement.
20. 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.
21. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the Parties to this Agreement.
22. 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.

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

GRANTEE

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

By: Bill E

Bill Emlen
County Administrator
County of Solano

Date: 5/15/25

GRANTOR

The Regents of The University of California,
a California corporation

By: David Phillips

Name: David Phillips

Title: AVP, Capital Programs

Date: 11/21/2024

APPROVED AS TO FORM:

By: Bernadette County Counsel

Exhibit A

Grantor's Property

EXHIBIT A

LEGAL DESCRIPTION

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

That portion of Parcel 3, as said Parcel is delineated and so designated on that certain map of the F. E. Russell Estate Lands, on file in the Office of the Recorder of Yolo County, in Book 4 of Maps, and Surveys, at Page 77, being the Westerly 120 acres of said Parcel 3 and more particularly described as follows:

BEGINNING at a point on the center line of the Right of way of the County Highway extending from Davis to Winters, said point being distant South 84° 18' West 445.31 feet; thence South 88° 00' West 174.00 feet; thence South 83° 30' West 538.96 feet; thence North 89° 52' West 1237.74 feet from the Northeast corner of fractional Section 15, Township 8 North, Range 1 East, M. D. B. & M., and running thence from said point of beginning and along the center line of said Highway Right of Way North 89° 52' West 1738.31 feet; thence North 46° 24' West 569.64 feet to the intersection with the center line of a County Road extending Southeasterly; thence following the center line of a County Road South 19° 00' East 60.1 feet; thence South 2° 50' West 290.23 feet; thence South 10° 47' East 421.04 feet; thence South 64° 47' East 337.64 feet; thence South 18° 21' East 3138.67 feet to a cross in the center of the concrete dock of the Stevenson Bridge at the Northerly end thereof; thence continuing South 18° 21' East along the center of said road and bridge a distance of 148.00 feet to the center of Putah Creek; thence down and along the center of said Creek, South 89° 24' East 323.36 feet; thence South 78° 04' 30" East 296.98 feet; thence South 65° 40' East 356.57 feet; thence South 67° 51' 30" East 46.57 feet; thence leaving said Creek, North 9° 29' 30" West 1420.28 feet to a point; thence North 0° 29' 30" 1420.28 feet to a point; thence North 0° 29' 30" West and parallel with the East line of said Section 15, a distance of 2455.31 feet to a point of beginning, and being a part of Lot 1 of Valdemar's Subdivision of the Rancho Rio De Los Potos.

APN: 037-170-010-000

NOTE: THE DESCRIPTION CONTAINED HEREIN IS BASED UPON INFORMATION SUBMITTED TO THIS COMPANY FOR THE PURPOSE OF THIS REPORT, IT IS NOT BASED UPON A SURVEY. SAID DESCRIPTION DOES NOT LOCATE THE LAND BY REFERENCE TO MONUMENTS OF RECORD AND IS NOT SUFFICIENT FOR TITLE INSURANCE PURPOSES. LINES AND MONUMENTS THEREIN REFERRED TO MUST BE LOCATED BY A CORRECT SURVEY, CONSIDERATION BEING GIVEN TO DESCRIPTIONS OF ADJOINING LANDS NOT INTENDED TO BE INCLUDED WITHIN THE DEVELOPMENT AREA. ANY FINAL REPORT OR POLICY IS DEPENDENT UPON SUCH A PROPER DESCRIPTION BEING FURNISHED AND WILL BE SUBJECT TO ANY MATTERS DISCLOSED BY THE TITLE SEARCH OF ANY ADDITIONAL LAND DISCLOSED BY SUCH DESCRIPTION

Exhibit B

Description and Depiction of Easement Area

EXHIBIT A

ACCESS EASEMENT**LEGAL DESCRIPTION**

An Access Easement for the purpose of Access and Maintenance of the Stevenson Bridge and Putah Creek for the benefit of the County of Solano.

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 University of California Davis as described in that certain Grant Deed filed for record in Book 2187 at Page 632 of Official Records (2187 OR 632) on December 19, 1990 in the office of the Yolo County Recorder, more particularly described as:

Commencing at the most southwestern point of the Lands of the University of California Davis as described in said document 2187 OR 632, 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 North 80° 22' 06" East, 30.35 feet to a point along the southern line of said Lands of the University of California Davis, said point being on the east line of said County Road 95-A known herein as the **True Point of Beginning**; thence continuing along the east line of said County Road 95-A North 18° 21' 00" West, 360.91 feet to a point; thence leaving said east line South 85° 04' 43" East, 20.61 feet to a point, said point being the beginning of a non-tangent curve concave to the south with a radius of 70.00 feet and having a radial bearing of South 26° 42' 29" West; thence southeasterly along said curve 41.49 feet through a central angle of 33° 57' 47" to a point, said point being the beginning of a reverse curve concave to the north with a radius of 225.00 feet; thence southeasterly along said curve 146.35 feet through a central angle of 37° 16' 04" to a point; thence along a tangent line South 66° 35' 47" East, 50.49 Feet to a point, said point being the beginning of a tangent curve concave to the southwest with a radius of 100.00 feet; thence southerly along said curve 139.52 feet through a central angle of 79° 56' 30" to a point, thence along a tangent line South 13° 20' 43" West, 85.37 feet to a point on the southerly boundary of said Lands of the University of California Davis; thence along said southerly line North 76° 37' 54" West, 58.91 feet to a point; thence continuing along said southerly line South 80° 22' 06" West, 71.16 feet to the **True Point of Beginning**.

Containing an area of 0.98 acres, more or less.

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



NOTES

THIS PLAT IS NOT INTENDED TO BE A RECORD OF SURVEY. IT IS BASED UPON RECORD DOCUMENT REFERENCED HEREON.

TO RUSSELL
BLVD

2021-0033701
AMY
Y.C.R.

COUNTY ROAD 95-A
60' WIDE

S85°04'43"E
20.61'
S26°42'29"W (ra)
L=41.49'
R=70.00'
Δ=33°57'47"

L=146.35'
R=225.00'
Δ=37°16'04"

S66°35'47"E
50.49'

PROPOSED
ACCESS
EASEMENT
0.98± ACRES

UNIVERSITY OF
CALIFORNIA DAVIS
BOOK 2187 OFFICIAL RECORD
PAGE 632 Y.C.R.

YOLO COUNTY
SOLANO COUNTY

BORCHARD TRUST
DOC 2021-00053745 S.C.R.

S80°22'06"W
71.16'
T.P.O.B.
N80°22'06"E
30.35'
P.O.C.

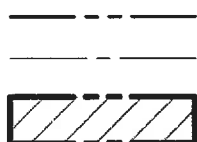
COUNTY OF SOLANO
138 DEEDS 224 S.C.R.

YOLO COUNTY
SOLANO COUNTY

STEVENSON BRIDGE ROAD
(SOLANO CO. RD. NO. 143)
60' WIDE

TO PUTAH
CREEK ROAD

LEGEND



RIGHT-OF-WAY
CENTERLINE

PROPOSED RIGHT-OF-WAY
ACQUISITION

T.P.O.B. TRUE POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

S.C.R. SOLANO COUNTY
RECORDS

Y.C.R. YOLO COUNTY RECORDS



SOLANO COUNTY
DEPARTMENT OF RESOURCE MANAGEMENT
PUBLIC WORKS ENGINEERING

675 TEXAS STREET, SUITE 5500
FAIRFIELD, CA 94533
TEL: (707) 784-6060 FAX: (707) 784-2894

EXHIBIT B, PLAT TO ACCOMPANY
LEGAL DESCRIPTION

ACCESS EASEMENT
COUNTY OF YOLO

MAY 2024

PAGE 1 OF 1

Exhibit C

Grant of Access 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.: 037-170-010

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

FREE RECORDING REQUESTED:
Government Code §6103 & 27383

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

GRANT OF ACCESS EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The Regents of The University of California, a California corporation ("Grantor") does hereby grant and convey to SOLANO COUNTY, a political subdivision of the State of California, ("Grantee") a non-exclusive access easement across the real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof by this reference (the "Easement Area") for so long as the Easement Area is used continuously and solely for the purpose of access from Yolo County Road No. 95-A to construct, inspect and maintain the Stevenson Road Bridge from said County road as depicted in Exhibit "B",

SUBJECT TO any and all covenants, conditions, restrictions, reservations, easements, licenses, reservations, contracts, rights-of-way and encumbrances whether or not of record, and the terms and conditions of that certain Purchase and Sale Agreement for Grant of Access Easement and Initial Joint Escrow Instructions entered into between Grantor and Grantee dated _____, 2024.

Grantor retains all rights that are not inconsistent with the easement, including, but not limited to, compatible use for improvements under, upon, over and across the Easement Area. Grantee agrees not to impede Grantor's use of its rights as retained herein.

The Regents of The University of California, a California corporation

By: _____

Name: _____

Title: _____

Date: _____

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 Easement Deed dated _____, 20____, from The Regents of The University of California, a California corporation (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 to Grant of Easement

Legal Description of Easement Area

EXHIBIT A

ACCESS EASEMENT**LEGAL DESCRIPTION**

An Access Easement for the purpose of Access and Maintenance of the Stevenson Bridge and Putah Creek for the benefit of the County of Solano.

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 University of California Davis as described in that certain Grant Deed filed for record in Book 2187 at Page 632 of Official Records (2187 OR 632) on December 19, 1990 in the office of the Yolo County Recorder, more particularly described as:

Commencing at the most southwestern point of the Lands of the University of California Davis as described in said document 2187 OR 632, 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 North 80° 22' 06" East, 30.35 feet to a point along the southern line of said Lands of the University of California Davis, said point being on the east line of said County Road 95-A known herein as the **True Point of Beginning**; thence continuing along the east line of said County Road 95-A North 18° 21' 00" West, 360.91 feet to a point; thence leaving said east line South 85° 04' 43" East, 20.61 feet to a point, said point being the beginning of a non-tangent curve concave to the south with a radius of 70.00 feet and having a radial bearing of South 26° 42' 29" West; thence southeasterly along said curve 41.49 feet through a central angle of 33° 57' 47" to a point, said point being the beginning of a reverse curve concave to the north with a radius of 225.00 feet; thence southeasterly along said curve 146.35 feet through a central angle of 37° 16' 04" to a point; thence along a tangent line South 66° 35' 47" East, 50.49 Feet to a point, said point being the beginning of a tangent curve concave to the southwest with a radius of 100.00 feet; thence southerly along said curve 139.52 feet through a central angle of 79° 56' 30" to a point, thence along a tangent line South 13° 20' 43" West, 85.37 feet to a point on the southerly boundary of said Lands of the University of California Davis; thence along said southerly line North 76° 37' 54" West, 58.91 feet to a point; thence continuing along said southerly line South 80° 22' 06" West, 71.16 feet to the **True Point of Beginning**.

Containing an area of 0.98 acres, more or less.

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



EXHIBIT B to Grant of Easement

Depiction of Easement Area

NOTES

THIS PLAT IS NOT INTENDED TO BE A RECORD OF SURVEY. IT IS BASED UPON RECORD DOCUMENT REFERENCED HEREON.

TO RUSSELL

2021-0033701 AMY Y.C.R.

YOLO COUNTY
SOLANO COUNTY

BORCHARD TRUST
DOC 2021-00053745 S.C.R.

COUNTY ROAD 95-A
60' WIDE

S85°04'43"E
20.61'
S26°42'29"W (ra)
L=41.49'
R=70.00'
Δ=33°57'47"

L=146.35'
R=225.00'
Δ=37°16'04"

S66°35'47"E
50.49'

L=139.52'
R=100.00'
Δ=79°56'30"

S13°20'43"W
85.37'

S80°22'06"W
71.16'

N80°22'06"E
30.35'

N76°37'54"W
58.91'

PROPOSED
ACCESS
EASEMENT
0.98± ACRES

UNIVERSITY OF
CALIFORNIA DAVIS
BOOK 2187 OFFICIAL RECORD
PAGE 632 Y.C.R.

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1"=100'



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