

CARTER RANDALL CALLAHAN AND LISA MICHELLE CANNON, AS CO-TRUSTEES OF THE CARTER CALLAHAN LIVING TRUST DATED JANUARY 17, 2019, for the benefit of CARTER R. CALLAHAN, and others. APN: 025-440-002

Project Name: Chiles Pope Valley Bridge Replacement

NAPA COUNTY AGREEMENT NO. _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2022, by and between **CARTER RANDALL CALLAHAN AND LISA MICHELLE CANNON, AS CO-TRUSTEES OF THE CARTER CALLAHAN LIVING TRUST DATED JANUARY 17, 2019, for the benefit of CARTER R. CALLAHAN, and others** (hereinafter referred to as "GRANTOR") and **NAPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** (hereinafter referred to as "GRANTEE");

RECITALS

WHEREAS, GRANTOR owns certain real property, including all improvements located thereon, located in the unincorporated area of County of Napa, State of California, and more particularly known as Assessor's Parcel Number: 025-440-002 on the Napa County Assessor's Maps in effect on the date first above written; and

WHEREAS, in conjunction to construct and repair a bridge located in the County of Napa (hereinafter referred to as the "PROJECT") GRANTEE desires to purchase and GRANTOR is willing to sell and convey to GRANTEE for the price and under the terms and conditions specified herein, a temporary construction easement (TCE) identified in Exhibits "A" and "A-1," attached hereto and incorporated by reference herein, over a portion of APN: 025-440-002 retained by GRANTOR, the interest to be conveyed being referred to hereinafter as "the Property"; and

WHEREAS, to accomplish the foregoing desires of GRANTEE and GRANTOR, the parties desire to enter into this Agreement for purchase and sale of the Property under the terms and conditions set forth herein below;

TERMS

NOW, THEREFORE, in consideration of the promises set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTEE and GRANTOR agree as follows:

1. Entire Agreement.

This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof. The performance of this Agreement constitutes the entire consideration for the conveyance of the Property and shall relieve GRANTEE of all further obligations or claims on this account or on account of the location, grade or operation of the PROJECT as designed.

Project Name: Chiles Pope Valley Bridge Replacement

2. GRANTEE shall:

Pay the sum of **Five Hundred and No/100 Dollars (\$500.00)** for the Property, as improved and identified in GRANTEE's Valuation Summary Statement delivered separately with this Agreement and in Exhibits "A" and "A-1."

3. GRANTOR shall: Prior to the payment of the amount identified in Paragraph 2 herein, a TCE deed, suitable for recordation, a sample attached hereto and incorporated by reference herein as Exhibit 1 conveying from GRANTOR to GRANTEE a TCE to the Property described in Exhibits "A" and "A-1" shall be submitted to GRANTEE for acceptance and recordation.

4. Temporary Construction Easement.

As noted in Paragraph 3 above, GRANTOR hereby grants to GRANTEE a TCE for the use of the Property by GRANTEE to include, without limitation, the right to enter upon the TCE area with personnel, vehicles and equipment for construction of the Project, and all other related activities, to remove all improvements, trees and vegetation that interfere with the Project, to conform the TCE area to the Project, and to do any and all other actions necessary and appropriate to the construction of the Project, and storage of tools, machinery, materials and equipment by GRANTEE, its officers, agents, contractors and employees, over, across and upon the Property, together with the right of ingress to and egress from said Property and the right at all times to enter and use said real property and every part thereof for all purposes connected with the construction of the PROJECT for a period of eighteen (18) consecutive months.

- a) In case of delays in construction, upon written notification, the terms of this TCE may be extended by an amendment to this 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 expiration of the original period.
- b) The GRANTEE shall notify the GRANTOR 10 days by written notice, prior to commencement of actual construction, first class mail, delivery deemed completed on date of mailing.

5. Indemnification.

GRANTEE shall indemnify, defend and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, injuries, actions, costs and expenses (including reasonable Attorneys' fees and costs), arising from the exercise of GRANTEE's rights under this Agreement, or work performed in connection with the PROJECT, excepting only such loss, damage or liability arising from GRANTOR's intentional acts or sole negligence.

6. Right 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 Property by GRANTEE, including the right to remove and dispose of improvements, and install, relocate or connect utilities shall commence on

Project Name: Chiles Pope Valley Bridge Replacement

the date, the amount identified in Paragraph 2 herein, payment is made GRANTOR, and that the amount shown in Paragraph 2 herein, includes, but is not limited to, full payment for such possession and use, including damages, if any, from and after said date.

7. No Leases.

GRANTOR warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month, and GRANTOR further agrees to hold GRANTEE harmless and reimburse GRANTEE 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.

8. Quitclaim Deeds.

As a condition precedent to approval of this Agreement by GRANTEE's governing board or authorized designee, Quitclaim Deeds or similar releases sufficient to clear from the Property any possessory rights which might interfere with GRANTEE's use of the Property will be required. It shall be the GRANTOR'S responsibility to secure said Quitclaim Deeds or releases. GRANTEE agrees to assist GRANTOR in securing said Quitclaim Deeds or releases.

9. Further Assurances.

The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

10. Gender, Number.

As used herein, the singular shall include the plural and the masculine shall include the feminine, wherever the context so requires.

11. Governing Law.

This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

12. Headings.

The captions and paragraph and subparagraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

13. Modification, Waiver.

No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

14. No Other Inducement.

The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

15. Severability.

If any term, provision, covenant or condition of this Agreement is held to be invalid, void or

Project Name: Chiles Pope Valley Bridge Replacement

otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall be severable and shall not be affected thereby, and each of the remaining terms, provisions, covenants or conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Specific Performance and Other Remedies.

The parties understand that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive and shall be in addition to any and all other remedies which the parties may have hereunder at law or in equity.

17. Successors.

All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

18. Waiver.

The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

19. Attorney's Fees.

Should any litigation be commenced between the parties to this Agreement concerning the sale or the rights or duties of the parties in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be provided by this Agreement, to a reasonable sum as and for attorney's fees in such litigation, or in a separate action brought for that purpose. Such litigation shall be brought in the Superior Court of California, County of Napa, a Unified Court.

20. Notices.

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if served personally on the party to whom notice is to be given, or if mailed, five (5) days after mailing by first class mail, registered or certified mail, postage prepaid, and properly addressed as follows. Any party may change its address for purposes of this section by giving the other parties written notice of the new address in the manner set forth above.

GRANTEE: Napa County
1195 Third Street, Suite 101
Napa, CA 94559

Project Name: Chiles Pope Valley Bridge Replacement

GRANTOR: Carter Randall Callahan, Trustee
849 Jackson St., Suite 2C
Napa, CA 94559

Lisa Michelle Cannon, Trustee
9175 Stageline Court
Sacramento, CA 95628

21. No Real Estate Commissions.

Each party represents and warrants to the other that it has not engaged or dealt with any broker or finder in connection with this transaction, has not acted in a way that would entitle any such brokers or finders to any commission, and it shall defend, indemnify and hold the other party harmless from all claims, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to any assertion by any broker or finder contrary to the foregoing representations and warranties where the same is based upon the acts or alleged acts of the indemnifying party.

22. Electronic, Facsimile & Counterpart Copies of Agreement Valid and Binding for Preliminary Purpose. GRANTEE and GRANTOR agree that any electronic or facsimile copy of this Agreement or counterpart copies, including all attachments, signatures and initials appearing thereon, shall be valid and binding on GRANTOR for purposes of presentation of the Agreement to GRANTEE's governing board for approval, but that all such copies shall be replaced prior to close of escrow by a fully executed original which shall be delivered to and kept in the official records of GRANTEE.

23. Approval of GRANTEE.

GRANTOR understands that this Agreement is subject to the approval of GRANTEE's Board or authorized designee and that this Agreement shall have no force or effect unless and until such approval has been obtained.

24. Authority to Sign.

GRANTOR and the signatories for GRANTOR represent and warrant that GRANTOR'S signatories to this Agreement are authorized to enter into this Agreement and that no other authorizations are required to implement this Agreement on behalf of GRANTOR. The parties agree that written evidence of such authorization shall be submitted by each party to the other party prior to the close of escrow.

25. Counterparts Signature.

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

CARTER RANDALL CALLAHAN AND LISA MICHELLE CANNON, AS CO-TRUSTEES
OF THE CARTER CALLAHAN LIVING TRUST DATED JANUARY 17, 2019, for the benefit
of CARTER R. CALLAHAN, and others.

APN: 025-440-002

Project Name: Chiles Pope Valley Bridge Replacement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and
year first above written.

GRANTEE:

NAPA COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA

By: _____
Ryan Gregory, Chair of the Board of
Supervisors

GRANTOR:

CARTER RANDALL CALLAHAN AND
LISA MICHELLE CANNON, AS CO-
TRUSTEES OF THE CARTER
CALLAHAN LIVING TRUST DATED
JANUARY 17, 2019, for the benefit of
CARTER R. CALLAHAN, and others.

By: _____
Carter Randall Callahan, Trustee

Date: 11/30/22

By: _____
Lisa Michelle Cannon, Trustee

Date: 11/30/22

| | | |
|---|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ Deputy County Counsel</p> <p>Date: _____</p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|---|--|--|

EXHIBITS A & B



June 28, 2022
BKF Job No: 20141065

EXHIBIT "A"
Temporary Construction Easement
Legal Description

THE LAND REFERRED TO IS SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE LAND DESCRIBED IN THE GRANT DEED TO CALLAHAN RECORDED JANUARY 29, 2021 FILED AS DOCUMENT NUMBER 2021-0003302, NAPA COUNTY OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT AREA

COMMENCING AT THE NORTHEAST CORNER OF SAID GRANT DEED;

THENCE ALONG THE NORTH LINE OF SAID GRANT DEED SOUTH 85°43'04" WEST, 26.86 FEET TO THE WESTERLY LINE OF THE CHILES POPE VALLEY ROAD ROADWAY EASEMENT, SAID POINT BEING **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE LEAVING SAID ROADWAY EASEMENT AND CONTINUING ALONG SAID NORTH LINE, SOUTH 85°43'04" WEST, 27.39 FEET;

THENCE LEAVING LAST SAID LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 15°20'00" EAST, 49.97 FEET;

THENCE SOUTH 20°38'11" EAST, 113.99 FEET THE EAST LINE OF SAID GRANT DEED;

THENCE ALONG SAID EAST LINE, NORTH 00°15'30" EAST, 54.16 TO SAID WEST LINE OF THE CHILES POPE VALLEY ROAD ROADWAY EASEMENT;

THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

THENCE NORTHWESTERLY ALONG SAID WEST LINE ALONG A NON-TANGENT CURVE, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIAL BEARING OF SOUTH 83°49'14" WEST TO THE RADIUS POINT, A RADIUS OF 320.00 FEET, THROUGH A CENTRAL ANGLE OF 11°54'21", FOR AN ARC DISTANCE OF 66.49 FEET;

THENCE NORTH 18°05'07" WEST, 39.18 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

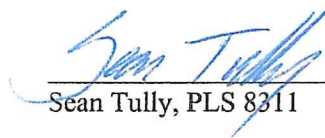


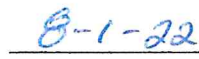
June 28, 2022
BKF Job No: 20141065

THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 655.00 FEET, THROUGH A CENTRAL ANGLE OF 00°03'25", FOR AN ARC DISTANCE OF 0.65 FEET TO **THE POINT OF BEGINNING.**

CONTAINING AN AREA, MORE OR LESS OF 3,372 SQUARE FEET (0.077 ACRES). AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF ANY.


Sean Tully, PLS 8311


Dated



CARTER R. CALLAHAN
DN 2021-0003302
APN: 025-440-002

EASEMENT AREA
3,372 SQ. FT.

RAJA FINANCIAL CORP
APN: 025-440-047

S20°38'11"E
113.99'

S15°20'00"E
49.97'

R=655.00'
Δ=0°03'25"
L=0.65

R=320.00'
Δ=11°54'21"
L=66.49

RADIAL
S83°49'14"W

N18°05'07"W
39.18'

S85°43'04"W
26.86'

P.O.B.

P.O.C.

N00°15'30"E
174.57'

N00°15'30"E
54.16'

N00°15'30"E
104.76'

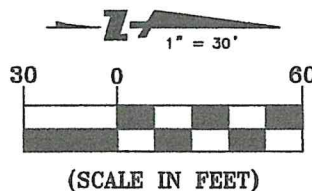
N00°15'30"E 333.49' OA
PER 34 RS 50

CHILES POPE VALLEY ROAD

JOHN HINSHAW
APN: 025-440-003

"LEWIS 2001-0009288"
PER 34 RS 50

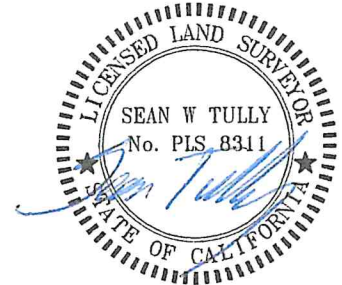
GREEN MOUNTAIN
RANCH LLC
APN: 025-440-006



NOTE: BEARINGS SHOWN
HEREON ARE PER 34 RS 50

LEGEND

- P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
- = EASEMENT LIMITS
————— = PROPERTY LINE
- - - - - = EXISTING EASEMENT LINE



APN: 025-440-002
CHILES POPE VALLEY ROAD,
IN THE UNINCORPORATED AREA
OF THE COUNTY OF NAPA,
STATE OF CALIFORNIA.



200 4th STREET
SUITE 300
SANTA ROSA, CA 95401
(707) 583-8500
www.bkf.com

Subject EXHIBIT "A-1" PLAT
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20141065
By SB Date 7/29/22 Chkd. ST
SHEET 1 OF 1