

NAPA COUNTY AGREEMENT NO. _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the 15th day of December, 2022, by and between **JULIA WILLIAMS HINSHAW, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY** (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: 025-440-003 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 non-exclusive permanent maintenance easement and a temporary construction easement (TCE) identified in Exhibits "A," "A-1," "B," and "B-1," attached hereto and incorporated by reference herein, over a portion of APN: 025-440-003 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.

2. GRANTEE shall:

A. 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," "A-1," "B," and "B-1," to the following title company: First American Title Company of Napa, hereinafter referred to as "Title Company", for the account of the GRANTOR, Escrow No. _____, conditioned upon the Property vesting in GRANTEE.

B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.

3. GRANTOR shall: Prior to the payment of the amount identified in Paragraph 2(A) herein,

- a) a Maintenance Easement Deed suitable for recordation, a sample attached hereto and incorporated by reference herein as Exhibit 1 conveying from GRANTOR to GRANTEE a permanent non-exclusive maintenance easement to the Property described in Exhibits "A" and "A-1." shall be submitted to GRANTEE for acceptance and recordation.
- b) a TCE deed, suitable for recordation, a sample attached hereto and incorporated by reference herein as Exhibit 2 conveying from GRANTOR to GRANTEE a TCE to the Property described in Exhibits "B" and "B-1" shall be submitted to GRANTEE for acceptance and recordation.

4. Temporary Construction Easement.

As noted in Paragraph 3(b) 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. Escrow Instructions.

GRANTOR hereby authorizes GRANTEE to direct the Title Company to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

6. 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.

7. 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 the date, the amount identified in Paragraph 2(A) herein, is deposited into the escrow controlling this transaction, and that the amount shown in Paragraph 2(A) herein, includes, but is not limited to, full payment for such possession and use, including damages, if any, from and after said date.

8. 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.

9. 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.

10. 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.

11. Gender, Number.

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

12. Governing Law.

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

13. 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.

14. 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.

15. 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.

16. Severability.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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

GRANTOR: Julia Williams Hinshaw
1004 Seville Drive
Chesapeake, VA 23322

22. 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.

23. 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.

24. 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.

25. 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.

26. Counterparts Signature.

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

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:

JULIA WILLIAMS HINSHAW, A
MARRIED WOMAN, AS HER SOLE AND
SEPARATE PROPERTY

By: Julia Williams Hinshaw
Julia Williams Hinshaw

Date: 12/15/2022

<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>
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June 28, 2022
BKF Job No: 20141065

EXHIBIT "A"
Maintenance 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 LEWIS, FILED AS DOCUMENT NUMBER 2001-0009288, NAPA COUNTY OFFICIAL RECORDS, AND SHOWN ON BOOK 34 OF SURVEYS, PAGE 50, NAPA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT AREA

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE NORTH LINE OF SAID PARCEL, NORTH 85°43'04" EAST, 34.92 FEET TO THE EASTERLY LINE OF THE CHILES POPE VALLEY ROAD ROADWAY EASEMENT;

THENCE ALONG SAID ROADWAY EASEMENT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 18°05'07" EAST, 25.09 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 380.00 FEET, THROUGH A CENTRAL ANGLE OF 13°23'25", FOR AN ARC DISTANCE OF 88.81 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID ROADWAY EASEMENT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

THENCE SOUTH 16°23'03" EAST, 26.08 FEET;

THENCE SOUTH 01°15'28" WEST, 54.37 FEET;

THENCE SOUTH 75°45'44" WEST, 7.47 FEET TO SAID EASTERLY LINE OF THE CHILES POPE VALLEY ROAD ROADWAY EASEMENT;



June 28, 2022
BKF Job No: 20141065

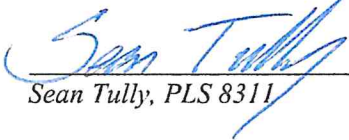
THENCE ALONG LAST SAID LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:


THENCE NORTH 03°30'14" EAST, 26.94 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 380.00 FEET, THROUGH A CENTRAL ANGLE OF 08°11'56", FOR AN ARC DISTANCE OF 54.38 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA, MORE OR LESS OF 421 SQUARE FEET (0.010 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
APN: 025-440-002

CHILES POPE
VALLEY ROAD

P.O.C.

N85°43'04"E
34.92'

S18°05'07"E
25.09'

N03°30'14"E
26.94'

R=380.00'
Δ=8°11'56"
L=54.38

RADIAL
S85°18'18"W

R=380.00'
Δ=13°23'25"
L=88.81

S75°45'44"W
7.47'

S01°15'28"W
54.37'

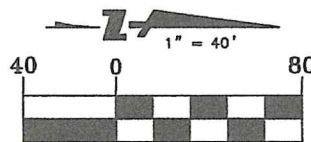
S16°23'03"E
26.08'

EASEMENT AREA
421 SQ. FT.

JOHN HINSHAW
APN: 025-440-003

GREEN MOUNTAIN
RANCH LLC
APN: 025-440-006

"LEWIS 2001-0009238"
PER 34 RS 50

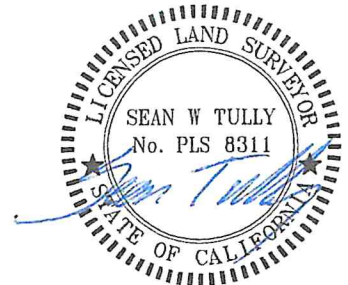


(SCALE IN FEET)

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: 025-440-003
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
MAINTENANCE EASEMENT

Job No. 20141065

By SB Date 7/29/22 Chkd. ST
SHEET 1 OF 1



July 6, 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 LEWIS, FILED AS DOCUMENT NUMBER 2001-0009288, NAPA COUNTY OFFICIAL RECORDS, AND SHOWN ON BOOK 34 OF SURVEYS, PAGE 50, NAPA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT AREA 1

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE NORTH LINE OF SAID PARCEL, NORTH 85°43'04" EAST, 34.92 FEET TO THE EASTERLY LINE OF THE CHILES POPE VALLEY ROAD ROADWAY EASEMENT, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG SAID ROADWAY EASEMENT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 18°05'07" EAST, 25.09 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 380.00 FEET, THROUGH A CENTRAL ANGLE OF 13°23'25", FOR AN ARC DISTANCE OF 88.81 FEET;

THENCE LEAVING SAID ROADWAY EASEMENT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

THENCE SOUTH 16°23'03" EAST, 26.08 FEET;

THENCE SOUTH 01°15'28" WEST, 54.37 FEET;

THENCE SOUTH 75°45'44" WEST, 7.47 FEET TO SAID EASTERLY LINE OF THE CHILES POPE VALLEY ROAD ROADWAY EASEMENT;

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

THENCE SOUTH 03°30'14" WEST, 11.70 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;



July 6, 2022
BKF Job No: 20141065

THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 685.00 FEET,
THROUGH A CENTRAL ANGLE OF 04°41'52", FOR AN ARC DISTANCE OF 56.16 FEET;

THENCE SOUTH 01°11'38" EAST, 42.85 FEET;

THENCE LEAVING LAST SAID LINE THE FOLLOWING FIVE (5) COURSES AND
DISTANCES:

THENCE SOUTH 88°17'44" EAST, 29.79 FEET;

THENCE NORTH 01°02'43" WEST, 53.83 FEET;

THENCE NORTH 03°24'33" EAST, 89.44 FEET;

THENCE NORTH 13°28'46" WEST, 83.72 FEET;

THENCE NORTH 18°08'13" WEST, 84.00 FEET TO THE NORTH LINE OF SAID PARCEL;

THENCE ALONG LAST SAID LINE, SOUTH 85°43'04" WEST, 11.73 FEET TO THE
POINT OF BEGINNING.

CONTAINING AN AREA, MORE OR LESS OF 6,804 SQUARE FEET (0.156 ACRES).
AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE
PART HEREOF.

EASEMENT AREA 2

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE WEST LINE OF SAID PARCEL, SOUTH 00°15'30" WEST, 104.76
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
WEST LINE, SOUTH 00°15'30" WEST, 54.16 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 20°38'11" EAST, 3.65 FEET TO SAID
WESTERLY LINE OF THE CHILES POPE VALLEY ROAD ROADWAY EASEMENT;

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

THENCE NORTH 03°30'14" EAST, 3.58 FEET TO THE BEGINNING OF A TANGENT
CURVE TO THE LEFT;




July 6, 2022
BKF Job No: 20141065

THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 320.00 FEET,
THROUGH A CENTRAL ANGLE OF 09°41'00", FOR AN ARC DISTANCE OF 54.08 FEET
TO THE POINT OF BEGINNING.

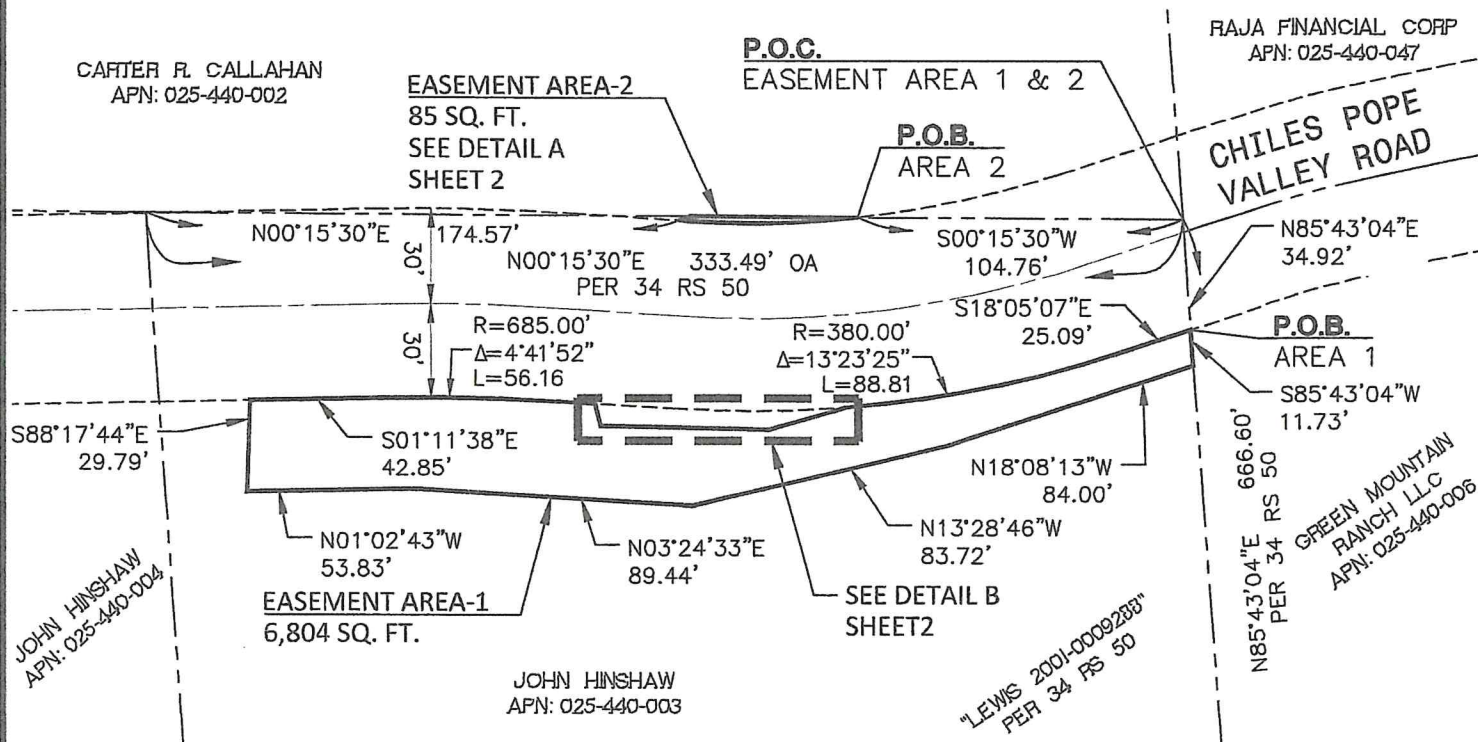
CONTAINING AN AREA, MORE OR LESS OF 85 SQUARE FEET (0.002 ACRES).
AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE
PART HEREOF.

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


Sean Tully, PLS 8311


Dated

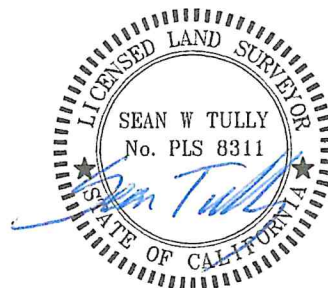
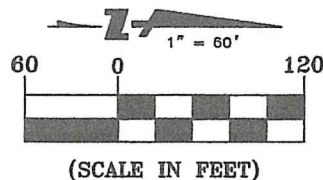




NOTE: BEARINGS SHOWN
HEREON ARE PER 34 RS 50

LEGEND

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

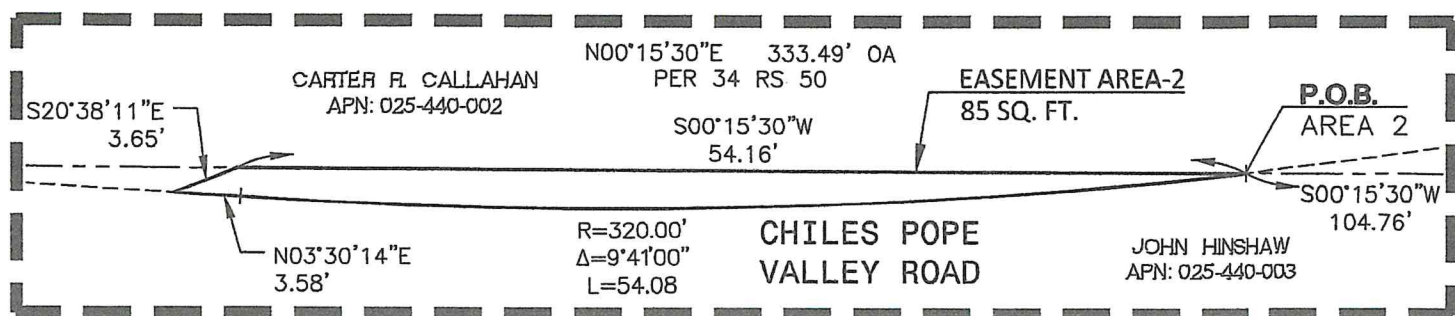


APN: 025-440-003
 CHILES POPE VALLEY ROAD,
 IN THE UNINCORPORATED AREA
 OF THE COUNTY OF NAPA,
 STATE OF CALIFORNIA.

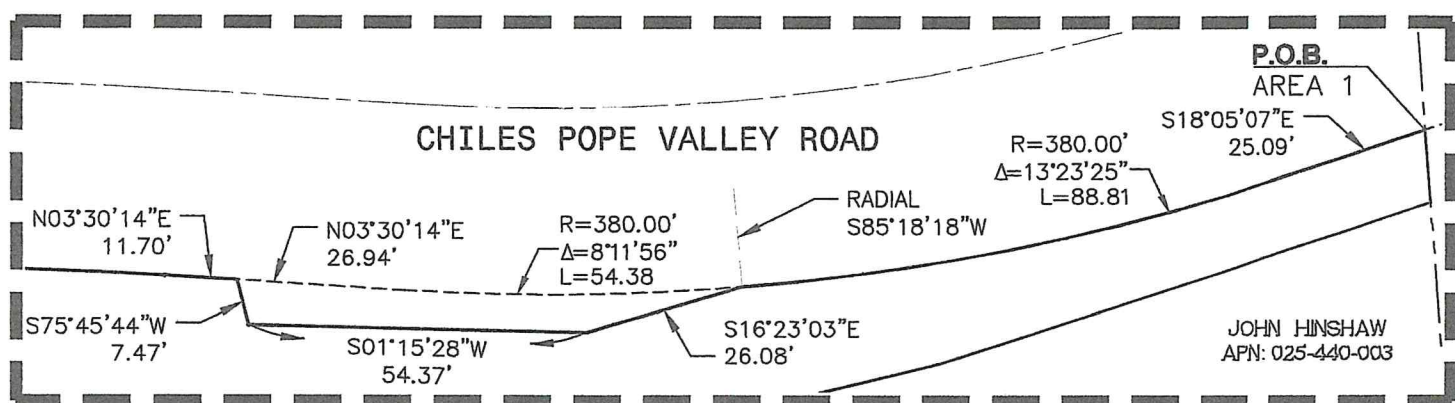


200 4th STREET
 SUITE 300
 SANTA ROSA, CA 95401
 (707) 583-8500
 www.bkf.com

Subject EXHIBIT "B" PLAT
TEMPORARY CONSTRUCTION EASEMENT
 Job No. 20141065
 By SB Date 7/29/22 Chkd. ST
 SHEET 1 OF 2



DETAIL A
SCALE: 1" = 10'

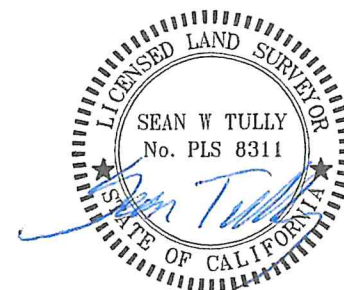


DETAIL B
SCALE: 1" = 20'

NOTE: BEARINGS SHOWN
HEREON ARE PER 34 RS 50

LEGEND

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APN: 025-440-003
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Subject EXHIBIT "B" PLAT
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20141065
By SB Date 7/29/22 Chkd. ST
SHEET 2 OF 2