

Assessor Parcel #	Owner	Site Address	Project
004-288-014	Donald Eugene Lundeen and Marilyn Fern Lundeen, as Trustees of the Lundeen Revocable Inter Vivos Trust, dated December 19, 2007	912 Salem Street Chico, California 95928	The Salem Street Bridge Replacement Project

### PURCHASE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is made and entered into as of 1/12/23 (“Effective Date”) by Donald Eugene Lundeen and Marilyn Fern Lundeen, as Trustees of the Lundeen Revocable Inter Vivos Trust, dated December 19, 2007, (“GRANTOR”) and the City of Chico, a municipal corporation of the State of California (“GRANTEE”).

A Temporary Construction Easement Deed in favor of the City of Chico, a municipal corporation of the State of California, identified as Exhibit “A” Legal Description and Exhibit “B” Plat Map are attached hereto and made a part hereof.

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 City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) GRANTEE requires said property described in the attached Temporary Construction Easement Deed, to replace the Salem Street Bridge (BR#12C-336) an existing two-lane bridge that crosses over Little Chico Creek with a new, two-lane structure, 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.
- (D) 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.
- (E) 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. GRANTEE shall:

- (A) Pay the undersigned GRANTOR(s) the sum of \$3,950.00 (THREE THOUSAND NINE HUNDRED FIFTY DOLLARS) for the property or interest conveyed by above.
- (B) Shall take title subject to all matters recorded and/or unrecorded.
- (C) This transaction will be handled through an internal escrow.

These obligations shall survive the close of escrow in this transaction.

3. In consideration of Grantee waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the City of Chico harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the City of Chico shall not exceed the amount paid to the Grantor under this contract.

4. A Temporary Construction Easement is needed to facilitate construction activities and provide a working area for the Salem Street Bridge Replacement Project. Said easement shall be for a period of forth-eight (48) months beginning September 1, 2022, and terminate on September 1, 2026 to replace or repair the existing one lane Chico Creek Bridge with a new two-lane bridge, 5' bike lane and 6' sidewalks. Permission is hereby granted to the Grantee or its authorized agent to enter upon Grantor's land where necessary within that certain area identified as a Temporary Construction Easement for the purpose described.

It is further agreed and understood between Grantor's and Grantee that Grantee or Grantee's contractor shall be authorized to enter Grantor's remainder property for the purpose of removing and/or replacing any fencing or improvements requiring replacement if applicable. Said improvements will be temporarily replaced during the period of construction and will be replaced in "Like Kind" by Grantee's contractor at no expense to Grantor's following construction of the project.

5. Permission is hereby granted the Grantee or its authorized agent to enter upon Grantor's land where necessary within the certain area shown outlined on the map marked Exhibit "A" attached hereto and made a part hereof, for the purpose of replacing the existing two lane bridge with a two lane bridge, accommodating 12' travel lanes, 5' shoulders and 6' sidewalks.

6. The undersigned Grantors warrant that they are owners in fee simple of the property affected by this Temporary Easement as described in Clause 4 above and that they have the exclusive right to grant this Temporary Easement.

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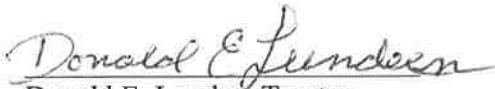
7. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor agrees to hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a Quitclaim Deed will be required from any Lessee that has a lease term exceeding one month. Said Quitclaim Deed shall be provided prior to the close of escrow.
8. Grantee agrees to indemnify and hold harmless the undersigned Grantor from any liability arising out of the Grantee's operations under this agreement. The Grantee further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the Grantee will, at its option, either repair or pay for such damage.
9. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the Grantee, including the right to remove and dispose of improvements, shall commence upon acceptance of this Agreement. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
10. 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 Grantee, shall be left in as good as condition as found.
11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Grantee including the right to remove and dispose of improvements, shall commence on acceptance of this contract. by Grantee. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
12. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.

Signature Page to Follow


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*In Witness Whereof*, the Parties vested have executed this Agreement on \_\_\_\_\_ as follows:

GRANTOR: Donald Eugene Lundeen and Marilyn Fern Lundeen, as Trustees of the Lundeen Revocable Inter Vivos Trust, dated December 19, 2007

  
Donald E. Lundee, Trustee

10-13-22  
Date

  
Marilyn F. Lundee, Trustee

10-13-22  
Date

GRANTEE: City of Chico, a municipal corporation of the State of California

**SIGNED IN COUNTERPART**

By: \_\_\_\_\_  
Paul Hahn  
Interim City Manager

**Approved as to Form**

By: **SIGNED IN COUNTERPART** \_\_\_\_\_  
Mark Sorensen  
City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

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In Witness Whereof, the Parties vested have executed this Agreement on 1/12/23 as follows:

GRANTOR: Donald Eugene Lundeen and Marilyn Fern Lundeen, as Trustees of the Lundeen Revocable Inter Vivos Trust, dated December 19, 2007

Donald E. Lundeen  
Donald E. Lundee, Trustee

10-13-22  
Date

Marilyn F. Lundeen  
Marilyn F. Lundee, Trustee

10-13-22  
Date

GRANTEE: City of Chico, a municipal corporation of the State of California

By: [Signature]  
Mark Sorensen  
City Manager

**Approved as to Form**

By: [Signature]  
Vincent C. Ewing  
City Attorney

Date 01-12-2023

Date 9/21/22

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Exhibit "A"

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that property situate in the City of Chico, County of Butte, State of California, being a portion of the land described in the Grant Deed recorded January 2, 2008, as Document Number 2008-0000126, Official Records of said County more particularly described as:

Being the northeasterly 15 feet of said land, said 15 feet lying parallel with the right of way of Salem Street.

Excepting therefrom,

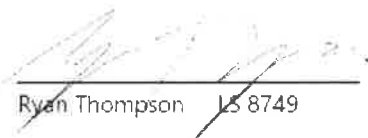
The northwesterly 77.4 feet of said land, said exception lying parallel with the right of way of Salem Street and the northwest line of said property.

The area described above contains 456 square feet more or less.

Shown graphically on Exhibit B, attached hereto and made a part hereof.

This real property description has been prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyor's Act.

Mark Thomas & Company, Inc.

  
Ryan Thompson LS 8749

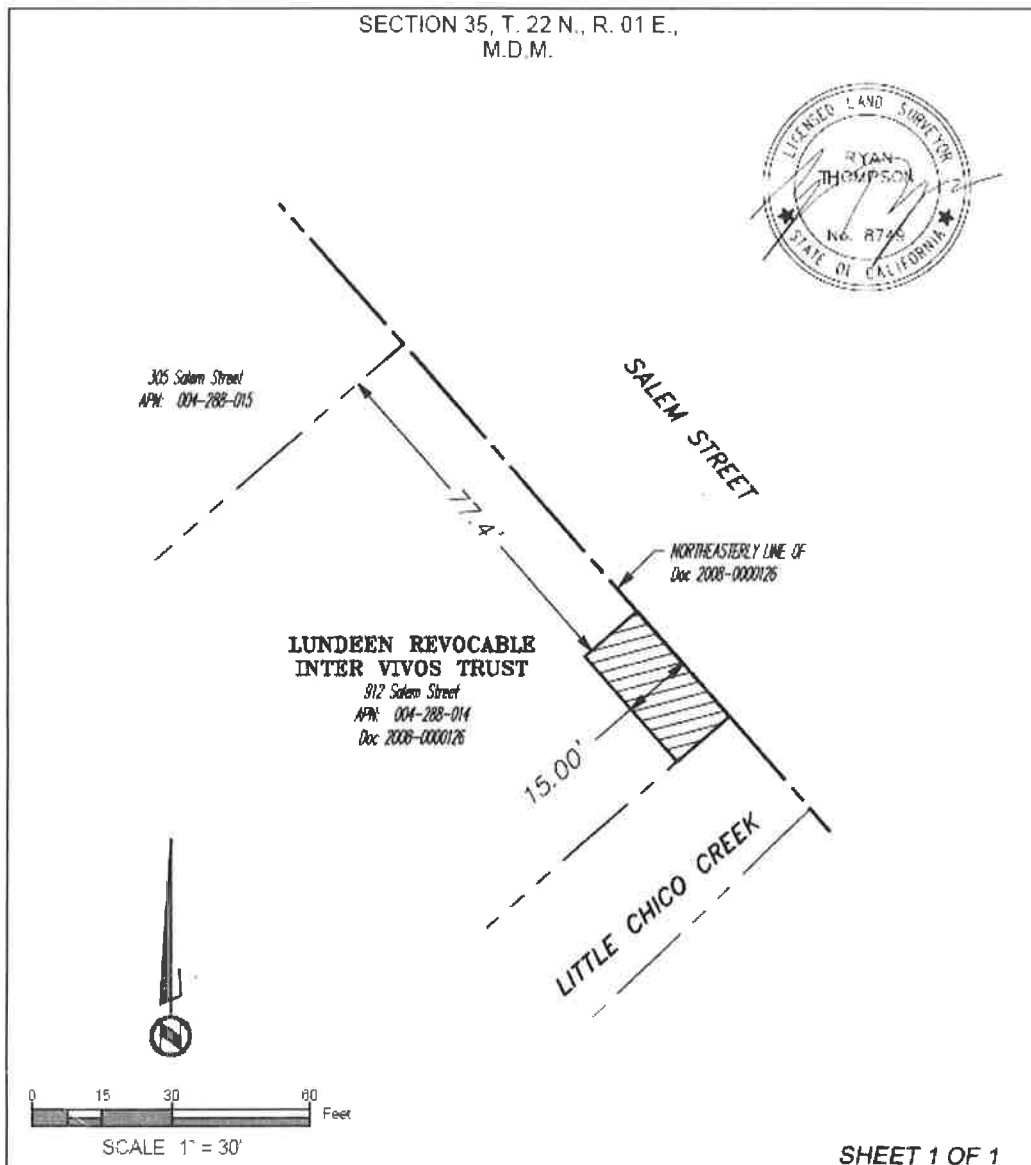


5-19-2022

Date

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Exhibit "B"



Temporary Construction Easement:  
 0.01± Ac.  
 456± SF

Scale: 1" = 30'  
 Date Apr. 2022  
 Drawn By GP  
 Checked By RT

Exhibit B  
 Temporary  
 Construction Easement  
 APN 004-288-014  
 In the City of Chico  
 Butte County, California

**MARK THOMAS**  
 701 UNIVERSITY AVE, SUITE 200  
 SACRAMENTO, CA 95825

J:\CHICO-SA-17133-SALEM ST BRIDGE REHAB\SURVEY\PRODUCTION FILES\LEGAL DESCRIPTIONS & PLATS\\_WORKING\PLATS\004-288-014\_SAL\_ROW EXHIBIT B.DWG 2022-04-27 RTHOMPSON





The Lundeen Revocable Inter Vivos Trust

April 27, 2022

Page 2

The City has also retained Bender Rosenthal, Inc to perform the negotiations on behalf of the City. Suzzan Aronld will be your primary contact throughout the acquisition process. For additional details on the proposed project or acquisition process, please call Suzzan at (916) 439-6454. 2/1/22

Pursuant to federal requirements. It is a federal requirement that all services and/or benefits to be derived from any appraisal or acquisition activity be administered without regard to race, color, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.).

In the meantime, please do not hesitate to contact me at (530) 228-1031 if you have any questions regarding the potential acquisition of a portion of your property, the process, or timing.

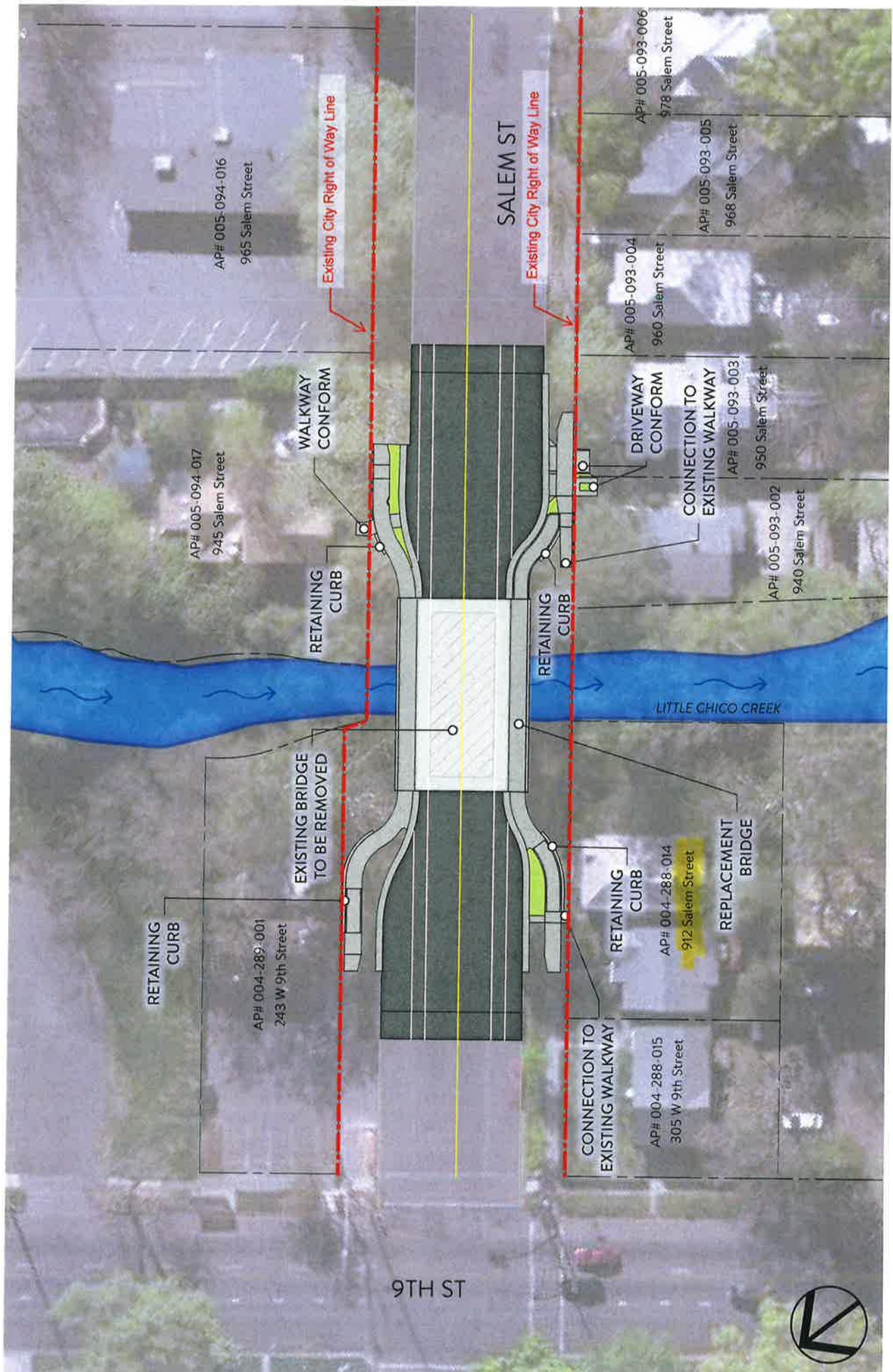
Please note that this notice does not constitute an offer to purchase your property, nor does it establish eligibility of the owner and/or any other occupant for relocation assistance or relocation payments. Upon completion of the appraisal, Suzzan will contact you to discuss the valuation. Thank you in advance for your cooperation.

Yours truly,

**Noel Carvalho**

Project Manager

City of Chico, Public Works - Engineering



AP# 005-094-016  
965 Salem Street

AP# 005-094-017  
945 Salem Street

WALKWAY  
CONFORM

RETAINING  
CURB

EXISTING BRIDGE  
TO BE REMOVED

RETAINING  
CURB

AP# 004-282-001  
243 W 9th Street

SALEM ST

Existing City Right of Way Line

RETAINING  
CURB

DRIVEWAY  
CONFORM

CONNECTION TO  
EXISTING WALKWAY

RETAINING  
CURB

AP# 004-288-014  
912 Salem Street

REPLACEMENT  
BRIDGE

CONNECTION TO  
EXISTING WALKWAY

AP# 004-288-015  
305 W 9th Street

AP# 005-093-004  
960 Salem Street

AP# 005-093-006  
978 Salem Street

AP# 005-093-005  
968 Salem Street

AP# 005-093-003  
950 Salem Street

AP# 005-093-002  
940 Salem Street

9TH ST

