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5 Attorneys for Plaintiff
COUNTY OF SAN BENITO

EXEMPT FROM FILING FEES
GOV'T CODE § 6103

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN BENITO**

10
11 COUNTY OF SAN BENITO, a political
subdivision of the State of California,

12 Plaintiff,

13 v.

14 CRISTINA M. MARTINEZ, a married
15 woman, as her sole and separate
property; EXECUTIVE TRUSTEE
16 SERVICES, INC., a California corporation;
MORTGAGE ELECTRONIC
17 REGISTRATION SYSTEMS, INC., as
nominee for GMAC MORTGAGE
18 CORPORATION; JAMES C. MARTINEZ;
and DOES 1 - 50, inclusive,

19 Defendants.
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Case No. CU-15-00063

**STIPULATION FOR ENTRY OF
JUDGMENT**

APN: 021-110-043

JUDGE: Harry J. Tobias

Complaint Filed: May 11, 2015
Trial Date: July 25, 2016

CU-15-00063

STIPULATION FOR ENTRY OF JUDGMENT

1 **PARTIES**

2 The parties to this Stipulation are Plaintiff County of San Benito ("San Benito
3 County"); Defendant Cristina M. Martinez, the owner of the subject property located at
4 100 Cowden Road, Hollister, CA, Assessor's Parcel Number 021-110-043 ("Owner"); and
5 Defendant DiTech Financial LLC fka Green Tree Servicing, LLC ("Lender"). San Benito
6 County, Owner, and Lender may collectively be referred to as the "Parties."

7 **RECITALS**

8 **WHEREAS**, San Benito County filed a Complaint in Eminent Domain in this action
9 on May 11, 2015 ("Complaint");

10 **WHEREAS**, Owner disclaimed on the ground that the property interests at issue in
11 this condemnation action were the subject of a Right of Way Agreement entered into
12 between San Benito County and the former owners of the Subject Property (Owner,
13 Catalina L. Lemos, and Carina E. Freeman, Successor Co-Trustees of the Family Bypass
14 Trust under the J.M. and C.L. Ortiz Trust dated September 3, 1987);

15 **WHEREAS**, after receiving an updated litigation guarantee San Benito County
16 filed a Doe Amendment to the Complaint naming Lender as a defendant;

17 **WHEREAS**, Lender confirmed that it was the current holder of the beneficial
18 interest under a Deed of Trust securing a loan in the amount of \$250,000;

19 **WHEREAS**, the Parties reached a settlement in this action and agree that
20 Judgment in Condemnation as to the real property described in the Complaint should be
21 entered;

22 **WHEREAS**, to accomplish this task and as a condition of settlement, San Benito
23 County agreed that the Owner's disclaimer filed on August 28, 2015, shall be vacated,
24 Owner's first appearance fee shall be paid by San Benito County upon filing of this
25 Stipulation, and the grant deeds held in escrow will be destroyed once a Final Order of
26 Condemnation is entered in this action;

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1 7. Upon satisfactory evidence of payment of the \$9,700 to Owner and \$7,700
2 to Lender, a Final Order of Condemnation, approved as to form may issue. The
3 [Proposed] Final Order of Condemnation, marked as **Exhibit "2"** is attached hereto, is
4 approved as to form, and is made a part of this Stipulation.

5 8. Lender's Deed of Trust referenced in Paragraph 6 above will remain a valid
6 and enforceable first priority lien encumbering the part of the real property that is not
7 subject to the partial taking and Lender reserves its rights to enforce the terms of the
8 Deed of Trust along with the promissory note it secures.

9 9. Except as set forth herein, the Monetary Compensation described herein is
10 in full payment for the taking of the property interests as described in the Complaint and
11 for any and all claims of compensation, including but not limited to, compensation for
12 land, interest, severance damages, loss of goodwill, compensation for improvements and
13 landscaping (including trees), personal property, inverse condemnation, relocation,
14 precondemnation damages, inventory, furniture, fixtures, machinery, equipment,
15 attorneys' fees and costs, litigation expenses, and any and all damages of any nature
16 and for any causes arising out of the full acquisition of the Subject Property or their use
17 as proposed.

18 10. The Parties hereby release and forever discharge each other and their
19 tenants, representatives, agents, affiliates, holding companies, parents, subsidiaries,
20 partners, shareholders, members, officers, directors, owners, heirs, attorneys,
21 administrators, executors, and predecessors, from any and all actions, causes of action,
22 claims, demands, costs, expenses, liability, attorney's fees and debts whatsoever, in law
23 or in equity, in any way related to, arising from, or connected with the facts and
24 circumstances pertaining to the Complaint, except as specifically set forth herein.
25 Moreover, except as set forth herein, San Benito County, Owner, and Lender expressly
26 waive and relinquish any rights and benefits between them afforded by Section 1542 of
27 the California Civil Code, and do so understanding and acknowledging the significance
28 and consequence of such specific waiver of Section 1542, which reads as follows:

1 A general release does not extend to claims which the
2 creditor does not know or suspect to exist in his or her
3 favor at the time of executing the release, which if known
 by him or her must have materially affected his or her
 settlement with the debtor.

4 San Benito County, Owner, and Lender acknowledge and understand that they
5 might later discover facts in addition to or different from those which they now know or
6 believe to be true with respect to the subject matter of this Stipulation and the related
7 condemnation and property acquisition, but that it is their intention to fully, finally and
8 forever settle and release all matters, known or unknown, suspected or unsuspected,
9 which now exist, might exist, or previously existed between the Parties relating to the
10 subject matter thereof, except as otherwise set forth specifically herein.

11 11. The Parties acknowledge that they have read this Stipulation or have had it
12 read to them by their counsel; and that they are fully aware of and understand its
13 contents and legal effect, and have had an opportunity to comment and revise it.
14 Accordingly, the rule of construction that an agreement is construed against the party
15 which drafted the Stipulation shall not apply.

16 12. The Parties shall cooperate with each other in promptly effectuating the
17 terms of this Stipulation, the Judgment in Condemnation, and the Final Order of
18 Condemnation.

19 13. This Stipulation may be executed in counterparts, each of which may be a
20 scanned or faxed copy, but all counterparts shall constitute one agreement.

21 14. Each of the signatories herein represents that s/he is authorized to sign
22 documents binding on the party for which it is signing.

23 **IT IS SO STIPULATED:**

24 Dated: 4/27/16, 2016

CRISTINA M. MARTINEZ

By: 

1 Dated: _____, 2016

SAN BENITO COUNTY

2

By: _____

3

Name: _____

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Title: _____

5 Dated: _____, 2016

DITECH FINANCIAL LLC, fka Green
Tree Servicing, LLC

6

By: Patricia Luna

7

Name: **Patricia Luna**

8

Title: **Assistant Vice President**

9

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11 APPROVED AS TO FORM:

12 DATED: 7/11, 2016

MEYERS, NAVE, RIBACK, SILVER & WILSON

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14

By: Brenda Aguilar-Guerrero
Brenda Aguilar-Guerrero
Attorneys for Plaintiff
County of San Benito

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18 DATED: _____, 2016

MALCOLM CISNEROS

19

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By: Nicolas Matayron
Nicolas Matayron
Attorneys for Defendant

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25 IT IS SO ORDERED:

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1 DATED: _____

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Honorable
JUDGE OF THE SUPERIOR COURT

2661036.1

EXHIBIT 1

1 Brenda Aguilar-Guerrero, SBN: 151257
bguerrero@meyersnave.com
2 MEYERS, NAVE, RIBACK, SILVER & WILSON
555 12th Street, Suite 1500
3 Oakland, California 94607
Telephone: (510) 808-2000
4 Facsimile: (510) 444-1108

5 Attorneys for Plaintiff
COUNTY OF SAN BENITO

6 EXEMPT FROM FILING FEES
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN BENITO

10
11 COUNTY OF SAN BENITO, a political
subdivision of the State of California,

12 Plaintiff,

13 v.

14 CRISTINA M. MARTINEZ, a married
15 woman, as her sole and separate
property; EXECUTIVE TRUSTEE
16 SERVICES, INC., a California corporation;
MORTGAGE ELECTRONIC
17 REGISTRATION SYSTEMS, INC., as
nominee for GMAC MORTGAGE
18 CORPORATION; JAMES C. MARTINEZ;
and DOES 1 - 50, inclusive,

19 Defendants.
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Case No. CU-15-00063

JUDGMENT IN CONDEMNATION -
ACTION IN EMINENT DOMAIN

APN: 021-110-043

JUDGE: Harry J. Tobias

Complaint Filed: May 11, 2015
Trial Date: July 25, 2016

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CU-15-00063

JUDGMENT IN CONDEMNATION - ACTION IN EMINENT DOMAIN

1 In the above-entitled matter, Plaintiff THE COUNTY OF SAN BENITO ("San
2 Benito County"), Defendant Ditech Financial LLC fka Green Tree Servicing, LLC
3 ("Lender"), and Defendant CRISTINA M. MARTINEZ, owner of the subject property
4 located at 100 Cowden Road, Hollister California, Assessor's Parcel Number 021-110-
5 043 ("Owner"), having stipulated to the provisions herein, the Court having reviewed the
6 provisions, the parties having consented to the issuance of this judgment without motion,
7 hearing, or trial, and good cause appearing therefore;

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the Fee Simple
9 acquisition as more particularly described and depicted in **Exhibit "A"** hereto, together
10 with all improvements, if any, situated thereon and together with all rights appurtenant
11 thereto shall be condemned for the public use of San Benito County upon San Benito
12 County's payment to Lender of Seven-Thousand and Seven Hundred dollars (\$7,700)
13 inclusive of interest and costs to be applied towards the principal amount owed by Owner
14 on the Deed of Trust described in the Stipulation for Entry of Judgement and payment to
15 Owner of Nine-Thousand and Seven hundred (\$9,700), inclusive of statutory interests
16 and costs.

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that defendant JAMES
18 M. MARTINEZ, an individual having filed a disclaimer of interest under Code of Civil
19 Procedure section 1250.325, judgment is granted as to this disclaiming defendant, and
20 that such defendant claims no interest in the property being acquired herein and is not
21 entitled to any compensation under this Judgment.

22 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that defendant
23 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for GMAC
24 MORTGAGE CORPORATION, having filed a disclaimer of interest under Code of Civil
25 Procedure section 1250.325, judgment is granted as to this disclaiming defendant, and
26 that such defendant claims no interest in the property being acquired herein and is not
27 entitled to any compensation under this Judgment.

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1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that since defendant
2 EXECUTIVE TRUSTEE SERVICES, INC., a California corporation is in default per
3 Request for Entry of Default entered on June 26, 2015, such entity is not entitled to any
4 compensation under this Judgment.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that San Benito
6 County shall pay Owner \$9,700, and forward payment to Owner as follows:

7 Cristina M. Martinez
8 100 Cowden Road
 Hollister, CA 95023

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that San Benito
10 County shall pay Lender \$7,700, and forward payment to Lender as follows:

11 Ditech Financial LLC, fka Green Tree Servicing, LLC
12 c/o William G. Malcolm
13 Nicolas Matayron
14 MALCOLM CISNEROS
 2112 Business Center Drive
 Irvine, CA 92612

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the payment of
16 just compensation (\$17,400) as set forth above shall constitute full payment for the real
17 property and real property interest so taken, and for all claims of compensation, including
18 but not limited to, compensation for land, interest, severance damages, inverse
19 condemnation, loss of goodwill, compensation for landscaping and/or other
20 improvements (including trees) except as referenced herein, personal property,
21 relocation, pre-condemnation damages, inventory, furniture, fixtures, machinery,
22 equipment, attorneys' fees and costs, and litigation expenses, arising out of the property
23 acquisition or the project as proposed.

24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that upon satisfactory
25 evidence of payment of the above sums, a Final Order of Condemnation may issue in the
26 form attached to the parties' stipulation as **Exhibit "B"**.

27 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the property being
28 acquired in fee in this action shall forthwith vest in the County of San Benito free and

1 discharged of all claims and liens of every kind whatsoever, upon recordation of the Final
2 Order of Condemnation herein and said defendants shall have no further interest or
3 obligation with regard to said property.

4 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to
5 provisions of section 5081 of the Revenue and Taxation Code and section 1268.410, *et*
6 *seq.* of the Code of Civil Procedure, any current or delinquent real property taxes,
7 penalties or assessments that are a lien against the property actually taken in fee shall be
8 prorated, apportioned, deducted and paid to the Tax Collector of Santa Clara County as
9 of December 18, 2012, the date of possession of said property pursuant to the Right of
10 Way Agreement entered between Owner's predecessor and the County of San Benito.

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any taxes,
12 penalties or assessment of San Benito County or any other taxing agency accruing on
13 the property taken in fee, as described and depicted in **Exhibit "A"** hereto, after the date
14 of possession as set forth herein are hereby canceled, and the plaintiff shall take free and
15 clear of any lien or encumbrances therefore on said parcel.

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the public use and
17 necessity require the project for which said real property and real property interests are
18 acquired; that said project is planned and located in the manner that will be most
19 compatible with the greatest public good and the least private injury; that the real property
20 and real property interests are necessary for said project; and that the purpose for which
21 said property and property interests are acquired, for purposes of development and
22 construction of the Hospital Road Bridge Project, is a public use authorized by law.

23 **APPROVED AS TO FORM:**

24 DATED: 04/24/16, 2016

CRISTINA M. MARTINEZ

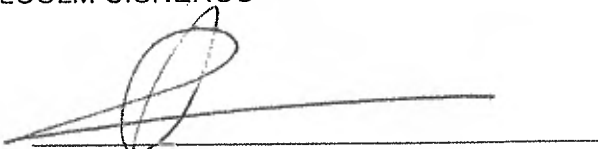
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DATED: 6/22, 2016

MALCOLM CISNEROS

By:



Nicolas Matayron
Attorneys for Defendant

IT IS SO ORDERED:

DATED: _____

JUDGE OF THE SUPERIOR COURT

2662786.1

EXHIBIT A

EXHIBIT A
HOSPITAL ROAD RIGHT OF WAY RE-ALIGNMENT

RIGHT OF WAY AREA, APN 021-110-043

(Area RW2 as shown on Right of Way Map)

All that portion of the parcel of land in the County of San Benito, State of California, being a portion of the Property of the San Justo Homestead Association, shown on the map recorded in Map Book 1, Page 64, records of said County, as described in the grant deed to Juventino Ortiz and Constance Ortiz, recorded November 3, 2004, as document 2004-019957, records of said County, lying within the following described right of way.

Beginning at a 1" iron pipe with a wood plug set at the intersection of the center line of County Hospital Road with the northwesterly extension of the northeasterly line of Cowden Lane, as shown on the survey map filed in Map Book 5, Page 17, records of said County, from which a 1-1/2" iron pipe and nail set at an angle point in the northeasterly line of Cowden Lane bears South 48° 55' 55" East, 857.80 feet (record said map South 50° 00' East, 857.56 feet), and also from which a brass cap in a monument well at the intersection of Hospital Road and Colorado Way, as shown on the map of Tract 287, recorded in Map Book 13, Page 22, records of said County, bears North 36° 09' 21" East, 2439.49 feet ;
thence along said northeasterly line of Cowden Lane and its northwesterly extension, South 48° 55' 55" East, 74.89 feet;
thence leaving said northeasterly line of Cowden Lane, North 41° 04' 05" East, 19.08 feet;
thence North 05° 02' 16" West, 39.33 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 390.00 feet and a central angle of 13° 38' 41", from which the center bears North 47° 09' 53" West;
thence northeasterly along said curve, 92.88 feet to a point of non-tangency, from which the center bears North 60° 48' 34" West;
thence North 32° 50' 35" East, 156.97 feet;
thence North 31° 05' 59" East, 150.08 feet;
thence North 29° 11' 26" East, 75.00 feet;
thence North 21° 35' 45" East, 75.66 feet;
thence North 29° 11' 26" East, 125.00 feet;
thence North 40° 30' 02" East, 101.98 feet;
thence North 29° 11' 26" East, 1063.73 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 585.00 feet and a central angle of 14° 12' 55";
thence northeasterly along said curve 145.14 feet to a point of non-tangency from which the center bears South 46° 35' 39" East;
thence South 57° 23' 43" East, 51.32 feet to a point 24.00 feet westerly measured at right angles from the westerly right of way of Hospital Road as shown on the survey map recorded in Map Book 13, Page 9, records said County;
thence parallel with and 24.00 feet westerly of said westerly right of way of Hospital Road, South 08° 11' 24" East (record said survey map South 08° 51' East), 292.10 feet to the beginning of a tangent curve concave to the west, having a radius of 151.00 feet and a central angle of 41° 00' 50";
thence southerly and southwesterly 108.09 feet along said curve to a point of non-tangency from which the center bears North 57° 10' 34" West;
thence South 43° 29' 26" East, 24.60 feet to a point on said westerly right of way of Hospital Road, being a point of cusp of a curve concave to the west having a radius of 175.00 feet and a central angle of 42° 55' 11", from which the center bears North 55° 16' 12" West;
thence along said westerly right of way of Hospital Road, northeasterly and northerly along said curve, 131.09 feet;
thence continuing along said westerly right of way of Hospital Road, North 08° 11' 24" West, 310.42 feet (record said survey map North 08° 51' West, 310.42 feet) to the beginning of a tangent curve, concave to

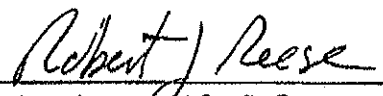
EXHIBIT A
HOSPITAL ROAD RIGHT OF WAY RE-ALIGNMENT

the east, having a radius of 225.00 feet and a central angle of 21° 49' 44" (record said survey map 21° 49' 50");
thence northerly along said curve 85.72 feet (record said survey map 85.73 feet) to a point of non-tangency from which the center bears South 76° 21' 40" East;
thence continuing along said right of way of Hospital Road as shown on said survey map, North 13° 05' 24" West, 56.28 feet (record said survey map North 13° 45' West, 56.27 feet);
thence North 37° 54' 36" East, 88.05 feet (record said survey map North 37° 15' East, 88.05 feet);
thence continuing along the northwesterly right of way of Hospital Road, North 71° 12' 36" East (record said survey map North 70° 33' East), 287.75 feet to a point from which said brass cap in a monument well at the intersection of Hospital Road and Colorado Way bears South 32° 44' 37" West, 40.19 feet;
thence leaving said right of way of Hospital Road, North 03° 39' 32" East, 14.80 feet;
thence South 74° 01' 13" West, 316.62 feet to the beginning of a non-tangent curve, concave to the southeast having a radius of 715.00 feet and a central angle of 31° 50' 41" from which the center bears South 28° 57' 53" East;
thence southwesterly along said curve, 397.39 feet to the point of tangency;
thence South 29° 11' 26" West, 1745.38 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 285.00 feet and a central angle of 21° 57' 17";
thence southwesterly along said curve 109.21 feet to the point of tangency;
thence South 51° 08' 43" West, 184.76 feet;
thence South 31° 23' 53" East, 38.33 feet to a 3/4" Iron pipe set at an angle point in the center line of Hospital Road, as shown on said survey map filed in Map Book 5, Page 17, records of said County;
thence North 58° 36' 07" East, 193.96 feet (record said map North 57° 31' East, 194.07 feet) to said 1" Iron pipe at the Point of Beginning.

The above described RIGHT OF WAY AREA, 021-110-043 contains approximately 16752 square feet (0.385 acres) and is shown on EXHIBIT B, attached hereto and made a part hereof for informational purposes only.



This description was prepared by me in conformance with the requirements of the Professional Land Surveyors Act.


Robert J. Reese, LS 6208

05.24.2012
date

EXHIBIT B

1 Brenda Aguilar-Guerrero, SBN: 151257
bguerrero@meyersnave.com
2 MEYERS, NAVE, RIBACK, SILVER & WILSON
555 12th Street, Suite 1500
3 Oakland, California 94607
Telephone: (510) 808-2000
4 Facsimile: (510) 444-1108

5 Attorneys for Plaintiff
COUNTY OF SAN BENITO

EXEMPT FROM FILING FEES
GOV'T CODE § 6103

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BENITO

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11 COUNTY OF SAN BENITO, a political
subdivision of the State of California,

12 Plaintiff,

13 v.

14 CRISTINA M. MARTINEZ, a married
15 woman, as her sole and separate
property; EXECUTIVE TRUSTEE
16 SERVICES, INC., a California corporation;
MORTGAGE ELECTRONIC
17 REGISTRATION SYSTEMS, INC., as
nominee for GMAC MORTGAGE
18 CORPORATION; JAMES C. MARTINEZ;
and DOES 1 - 50, inclusive,

19 Defendants.
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Case No. CU-15-00063

**[PROPOSED] FINAL ORDER IN
CONDEMNATION – ACTION IN
EMINENT DOMAIN**

APN: 021-110-043

JUDGE: Harry J. Tobias

Complaint Filed: May 11, 2015
Trial Date: July 25, 2016

CU-15-00063

[PROPOSED] FINAL ORDER IN CONDEMNATION – ACTION IN EMINENT DOMAIN

1 **IT APPEARING**, and the Court finds that on May 11, 2015, Plaintiff the County of
2 San Benito ("San Benito County") commenced this action to acquire in fee a portion of
3 the property located at 100 Cowden Road, Hollister CA., APN No. 021-110-043 ("Subject
4 Property"), as more particularly described and depicted in **Exhibit A** attached hereto.
5 The Subject Property is being acquired for the construction of the Hospital Road Bridge
6 Project ("Project");

7 **AND IT FURTHER APPEARING**, and the Court further finds, that:

8 The Judgment in Condemnation having been entered in the above entitled action
9 in the office of the Clerk of the San Benito County Superior Court, State of California; that
10 Judgment having ordered, adjudged and decreed that Plaintiff San Benito County is
11 entitled to take by condemnation a portion of the Subject Property described therein and
12 more particularly described and depicted in **Exhibit A** attached hereto and incorporated
13 herein by this reference;

14 Satisfactory proof exists that Plaintiff San Benito County has paid to Defendant
15 Cristina M. Martinez, an individual and the owner of the Subject Property and to
16 Defendant Ditech Financial LLC fka Green Tree Servicing, LLC ("Ditech"), the current
17 holder of the beneficial interest under a deed of trust securing a loan on the property the
18 amount set forth in the Judgment in Condemnation entered herein as full and just
19 compensation for the taking of said Property, inclusive of interest and costs, as full and
20 just compensation for the taking of said property; and

21 Upon filing the Judgment in Condemnation, taxes for the Subject Property have
22 been cancelled.

23 **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the public
24 interest and necessity require the acquisition of the Subject Property for the construction
25 of the Hospital Road Bridge Project.

26 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the fee simple
27 interest together with the underlying fee interest if any appurtenant to said parcel in and
28 to any adjoining streets, alleys, public ways or a railroad right of way as described in the

1 complaint filed herein and as referenced below and in **Exhibit A** attached hereto and
2 incorporated herein by reference, be and is hereby condemned to and taken by San
3 Benito County for the following public use, to wit, for purposes of development and
4 construction of the Hospital Road Bridge Project, and purposes related thereto.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that upon recordation
6 of a certified copy of the Final Order of Condemnation with the County Recorder of San
7 Benito County, State of California, the real property interests, as described and depicted
8 in **Exhibit A** attached hereto shall vest in Plaintiff San Benito County its successors, and
9 its assigns, free and clear and discharged of all liens and claims of every kind
10 whatsoever.

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the County of San
12 Benito's portion of any current taxes and any penalties, liens and costs to be paid to San
13 Benito County as to the property taken in fee as described in **Exhibit A** are cancelled as
14 of December 18, 2012, the date of possession of said property pursuant to a Right of
15 Way Agreement per California Revenue and Taxation Code.

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Ditech's security
17 interest as against the part of the real property not subject to the partial taking will remain
18 in full force and effect, encumbering the parcel and the fee interest in a first priority
19 position.

20 **APPROVED AS TO FORM:**

21 DATED: 6/22/16, 2016

CRISTINA M. MARTINEZ

22 By: 

23
24 DATED: 6/22, 2016

MALCOLM CISNEROS

25 By: 

26 Nicolas Matayron
27 Attorneys for Defendant
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1 IT IS SO ORDERED:

2 DATED: _____

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JUDGE OF THE SUPERIOR COURT

EXHIBIT A

EXHIBIT A
HOSPITAL ROAD RIGHT OF WAY RE-ALIGNMENT

RIGHT OF WAY AREA, APN 021-110-043

(Area **RW2** as shown on Right of Way Map)

All that portion of the parcel of land in the County of San Benito, State of California, being a portion of the Property of the San Justo Homestead Association, shown on the map recorded in Map Book 1, Page 64, records of said County, as described in the grant deed to Juventino Ortiz and Constance Ortiz, recorded November 3, 2004, as document 2004-019957, records of said County, lying within the following described right of way.

Beginning at a 1" iron pipe with a wood plug set at the intersection of the center line of County Hospital Road with the northwesterly extension of the northeasterly line of Cowden Lane, as shown on the survey map filed in Map Book 5, Page 17, records of said County, from which a 1-1/2" iron pipe and nail set at an angle point in the northeasterly line of Cowden Lane bears South 48° 55' 55" East, 857.80 feet (record said map South 50° 00' East, 857.56 feet), and also from which a brass cap in a monument well at the intersection of Hospital Road and Colorado Way, as shown on the map of Tract 287, recorded in Map Book 13, Page 22, records of said County, bears North 36° 09' 21" East, 2439.49 feet ;
thence along said northeasterly line of Cowden Lane and its northwesterly extension, South 48° 55' 55" East, 74.89 feet;
thence leaving said northeasterly line of Cowden Lane, North 41° 04' 05" East, 19.08 feet;
thence North 05° 02' 16" West, 39.33 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 390.00 feet and a central angle of 13° 38' 41", from which the center bears North 47° 09' 53" West;
thence northeasterly along said curve, 92.88 feet to a point of non-tangency, from which the center bears North 60° 48' 34" West;
thence North 32° 50' 35" East, 156.97 feet;
thence North 31° 05' 59" East, 150.08 feet;
thence North 29° 11' 26" East, 75.00 feet;
thence North 21° 35' 45" East, 75.66 feet;
thence North 29° 11' 26" East, 125.00 feet;
thence North 40° 30' 02" East, 101.98 feet;
thence North 29° 11' 26" East, 1063.73 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 585.00 feet and a central angle of 14° 12' 55";
thence northeasterly along said curve 145.14 feet to a point of non-tangency from which the center bears South 46° 35' 39" East;
thence South 57° 23' 43" East, 51.32 feet to a point 24.00 feet westerly measured at right angles from the westerly right of way of Hospital Road as shown on the survey map recorded in Map Book 13, Page 9, records said County;
thence parallel with and 24.00 feet westerly of said westerly right of way of Hospital Road, South 08° 11' 24" East (record said survey map South 08° 51' East), 292.10 feet to the beginning of a tangent curve concave to the west, having a radius of 151.00 feet and a central angle of 41° 00' 50";
thence southerly and southwesterly 108.09 feet along said curve to a point of non-tangency from which the center bears North 57° 10' 34" West;
thence South 43° 29' 26" East, 24.60 feet to a point on said westerly right of way of Hospital Road, being a point of cusp of a curve concave to the west having a radius of 175.00 feet and a central angle of 42° 55' 11", from which the center bears North 55° 16' 12" West;
thence along said westerly right of way of Hospital Road, northeasterly and northerly along said curve, 131.09 feet;
thence continuing along said westerly right of way of Hospital Road, North 08° 11' 24" West, 310.42 feet (record said survey map North 08° 51' West, 310.42 feet) to the beginning of a tangent curve, concave to

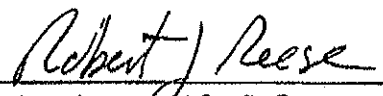
EXHIBIT A
HOSPITAL ROAD RIGHT OF WAY RE-ALIGNMENT

the east, having a radius of 225.00 feet and a central angle of 21° 49' 44" (record said survey map 21° 49' 50");
thence northerly along said curve 85.72 feet (record said survey map 85.73 feet) to a point of non-tangency from which the center bears South 76° 21' 40" East;
thence continuing along said right of way of Hospital Road as shown on said survey map, North 13° 05' 24" West, 56.28 feet (record said survey map North 13° 45' West, 56.27 feet);
thence North 37° 54' 36" East, 88.05 feet (record said survey map North 37° 15' East, 88.05 feet);
thence continuing along the northwesterly right of way of Hospital Road, North 71° 12' 36" East (record said survey map North 70° 33' East), 287.75 feet to a point from which said brass cap in a monument well at the intersection of Hospital Road and Colorado Way bears South 32° 44' 37" West, 40.19 feet;
thence leaving said right of way of Hospital Road, North 03° 39' 32" East, 14.80 feet;
thence South 74° 01' 13" West, 316.62 feet to the beginning of a non-tangent curve, concave to the southeast having a radius of 715.00 feet and a central angle of 31° 50' 41" from which the center bears South 28° 57' 53" East;
thence southwesterly along said curve, 397.39 feet to the point of tangency;
thence South 29° 11' 26" West, 1745.38 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 285.00 feet and a central angle of 21° 57' 17";
thence southwesterly along said curve 109.21 feet to the point of tangency;
thence South 51° 08' 43" West, 184.76 feet;
thence South 31° 23' 53" East, 38.33 feet to a 3/4" Iron pipe set at an angle point in the center line of Hospital Road, as shown on said survey map filed in Map Book 5, Page 17, records of said County;
thence North 58° 36' 07" East, 193.96 feet (record said map North 57° 31' East, 194.07 feet) to said 1" Iron pipe at the Point of Beginning.

The above described RIGHT OF WAY AREA, 021-110-043 contains approximately 16752 square feet (0.385 acres) and is shown on EXHIBIT B, attached hereto and made a part hereof for informational purposes only.



This description was prepared by me in conformance with the requirements of the Professional Land Surveyors Act.


Robert J. Reese, LS 6208

05.24.2012
date

EXHIBIT 2

1 Brenda Aguilar-Guerrero, SBN: 151257
bguerrero@meyersnave.com
2 MEYERS, NAVE, RIBACK, SILVER & WILSON
555 12th Street, Suite 1500
3 Oakland, California 94607
Telephone: (510) 808-2000
4 Facsimile: (510) 444-1108

5 Attorneys for Plaintiff
COUNTY OF SAN BENITO

EXEMPT FROM FILING FEES
GOV'T CODE § 6103

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BENITO

10
11 COUNTY OF SAN BENITO, a political
subdivision of the State of California,

12 Plaintiff,

13 v.

14 CRISTINA M. MARTINEZ, a married
15 woman, as her sole and separate
property; EXECUTIVE TRUSTEE
16 SERVICES, INC., a California corporation;
MORTGAGE ELECTRONIC
17 REGISTRATION SYSTEMS, INC., as
nominee for GMAC MORTGAGE
18 CORPORATION; JAMES C. MARTINEZ;
and DOES 1 - 50, inclusive,

19 Defendants.
20

Case No. CU-15-00063

**[PROPOSED] FINAL ORDER IN
CONDEMNATION – ACTION IN
EMINENT DOMAIN**

APN: 021-110-043

JUDGE: Harry J. Tobias

Complaint Filed: May 11, 2015
Trial Date: July 25, 2016

CU-15-00063

[PROPOSED] FINAL ORDER IN CONDEMNATION – ACTION IN EMINENT DOMAIN

1 **IT APPEARING**, and the Court finds that on May 11, 2015, Plaintiff the County of
2 San Benito ("San Benito County") commenced this action to acquire in fee a portion of
3 the property located at 100 Cowden Road, Hollister CA., APN No. 021-110-043 ("Subject
4 Property"), as more particularly described and depicted in **Exhibit A** attached hereto.
5 The Subject Property is being acquired for the construction of the Hospital Road Bridge
6 Project ("Project");

7 **AND IT FURTHER APPEARING**, and the Court further finds, that:

8 The Judgment in Condemnation having been entered in the above entitled action
9 in the office of the Clerk of the San Benito County Superior Court, State of California; that
10 Judgment having ordered, adjudged and decreed that Plaintiff San Benito County is
11 entitled to take by condemnation a portion of the Subject Property described therein and
12 more particularly described and depicted in **Exhibit A** attached hereto and incorporated
13 herein by this reference;

14 Satisfactory proof exists that Plaintiff San Benito County has paid to Defendant
15 Cristina M. Martinez, an individual and the owner of the Subject Property and to
16 Defendant Ditech Financial LLC fka Green Tree Servicing, LLC ("Ditech"), the current
17 holder of the beneficial interest under a deed of trust securing a loan on the property the
18 amount set forth in the Judgment in Condemnation entered herein as full and just
19 compensation for the taking of said Property, inclusive of interest and costs, as full and
20 just compensation for the taking of said property; and

21 Upon filing the Judgment in Condemnation, taxes for the Subject Property have
22 been cancelled.

23 **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the public
24 interest and necessity require the acquisition of the Subject Property for the construction
25 of the Hospital Road Bridge Project.

26 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the fee simple
27 interest together with the underlying fee interest if any appurtenant to said parcel in and
28 to any adjoining streets, alleys, public ways or a railroad right of way as described in the

1 complaint filed herein and as referenced below and in **Exhibit A** attached hereto and
2 incorporated herein by reference, be and is hereby condemned to and taken by San
3 Benito County for the following public use, to wit, for purposes of development and
4 construction of the Hospital Road Bridge Project, and purposes related thereto.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that upon recordation
6 of a certified copy of the Final Order of Condemnation with the County Recorder of San
7 Benito County, State of California, the real property interests, as described and depicted
8 in **Exhibit A** attached hereto shall vest in Plaintiff San Benito County its successors, and
9 its assigns, free and clear and discharged of all liens and claims of every kind
10 whatsoever.

11 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the County of San
12 Benito's portion of any current taxes and any penalties, liens and costs to be paid to San
13 Benito County as to the property taken in fee as described in **Exhibit A** are cancelled as
14 of December 18, 2012, the date of possession of said property pursuant to a Right of
15 Way Agreement per California Revenue and Taxation Code.

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Ditech's security
17 interest as against the part of the real property not subject to the partial taking will remain
18 in full force and effect, encumbering the parcel and the fee interest in a first priority
19 position.

20 **APPROVED AS TO FORM:**

21 DATED: 6/22/16, 2016

CRISTINA M. MARTINEZ

22 By: 

23
24 DATED: 6/22, 2016

MALCOLM CISNEROS

25 By: 

26 Nicolas Matayron
27 Attorneys for Defendant
28

1 IT IS SO ORDERED:

2 DATED: _____

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JUDGE OF THE SUPERIOR COURT

EXHIBIT A

EXHIBIT A
HOSPITAL ROAD RIGHT OF WAY RE-ALIGNMENT

RIGHT OF WAY AREA, APN 021-110-043

(Area **RW2** as shown on Right of Way Map)

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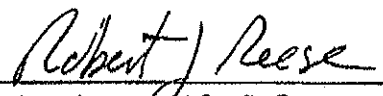
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