

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE SAN BENITO COUNTY) Resolution No. 2016-_____
BOARD OF SUPERVISORS TO APPROVE)
PROPERTY PURCHASE AGREEMENTS AND)
ACCEPT GRANT DEEDS AND EASEMENT)
GRANTS FOR THE PURCHASE OF REAL)
PROPERTY FOR ROAD RIGHT-OF-WAY FOR THE)
UNION ROAD BRIDGE PROJECT, AND TO)
AUTHORIZE PAYMENT FOR SUCH PURCHASE)

WHEREAS, the San Benito County Board of Supervisors previously approved the Union Road Bridge project; and

WHEREAS, in order to proceed with the Union Road Bridge project, the County first must acquire certain property rights to private property; and

WHEREAS, the property owners, Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest ("Grantors"), executed Property Purchase Agreements, grant deeds and an associated permanent easement over land described therein, in favor of the County of San Benito, a political subdivision of the State of California ("County"), copies of which are attached hereto and incorporated herein by reference as **Attachment 1 (Property Purchase Agreement - APN 021-280-008)**, **Attachment 2 (Property Purchase Agreement - APN 021-280-009)**, **Attachment 3 (Grant Deed for right-of-way on APN 021-280-008)**, **Attachment 4 (Grant Deed for right-of-way on APN 021-280-008)**, **Attachment 5 (Permanent Slope Easement on APN 021-280-008)**, and **Attachment 6 (Grant Deed for right-of-way on APN 021-280-009)**; and

WHEREAS, the San Benito County Resource Management Agency obtained an appraisal of the fair market value of the property rights to be granted; and

WHEREAS, a copy of the appraisal summary was presented to the Grantor; and

WHEREAS, the Grantors executed the Property Purchase Agreements, grant deeds and easement grant, on the condition that the County pay fair market value as established in the appraisal; and

WHEREAS, Government Code section 27281 requires the County's acceptance of grants of property interests to be reflected in a Resolution of the Board of Supervisors; and

1 **WHEREAS**, the San Benito County Board of Supervisors hereby finds as follows:

2 (a) public necessity and convenience require the acquisition of *{check any of the following*
3 *that apply:}*

- 4 ☒ fee simple title(s) for a road right-of-way
5 ☐ permanent easement(s) for drainage purposes
6 ☒ permanent easement(s) for purposes of lateral support for an embankment slope
and maintenance of said slope
7 ☐ permanent easement(s) authorizing access for maintenance of *{check any of the*
8 *following that apply:}*
9 ☐ the road right-of-way and associated appurtenances
10 ☐ the drainage facilities and associated appurtenances
11 ☐ the slope adjoining the road right-of-way
12 ☐ permanent easement(s) for _____ purposes
13 ☒ temporary construction easement(s)

14 for the Union Road Bridge project and that acceptance of these property interests
15 would advance, benefit, protect and serve the County's best interests, because they
16 are necessary for proper construction and maintenance of a public highway for road
17 purposes;

18 (b) the value estimate in the Property Purchase Agreements (**Attachments 1 and 2**)
19 reflects the fair market value for the property rights granted; and

20 (c) the Grantor is entitled to payment of fair market value for the property rights
21 granted, in the amounts established in such value estimate and the Grantor requests
22 such payment.

23 **NOW THEREFORE BE IT RESOLVED** that the San Benito County Board of Supervisors
24 hereby approves the Property Purchase Agreements reflected in **Attachments 1 and 2**, and
25 accepts the grant deeds and grant of permanent easement reflected in **Attachments 3**
26 **through 6** for and on behalf of the County of San Benito; and

27 **BE IT FURTHER RESOLVED** that the San Benito County Board of Supervisors authorizes
28 payment to those Grantors who have requested payment of fair market value for the
property rights granted, as reflected in the Property Purchase Agreements (**Attachments 1**
and 2) from Budget Unit 2102-695; and

BE IT FURTHER RESOLVED that the Chair of the San Benito County Board of
Supervisors is hereby authorized and directed to execute the Property Purchase
Agreements reflected in **Attachments 1 and 2** and the certifications of acceptance and

consent to record the grant deeds and easement grant reflected in **Attachments 3 through 6**, for and on behalf of the County of San Benito; and

BE IT FURTHER RESOLVED that the San Benito County Board of Supervisors hereby authorizes and directs the Resource Management Agency Director to transmit the fully executed grant deeds and easement grant reflected in **Attachments 3 through 6** to the San Benito County Recorder's Office for recording; and

BE IT FURTHER RESOLVED that the San Benito County Board of Supervisors hereby authorizes and directs the San Benito County Auditor to issue County warrants to the Grantor who has requested payment of fair market value, for the property rights granted, in the amounts reflected in **Attachments 1 and 2**, from Budget Unit 2102-695; and

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 14th DAY OF JUNE, 2016 BY THE FOLLOWING VOTE:

Ayes: Supervisor(s):
Noes: Supervisor(s):
Absent: Supervisor(s):
Abstain: Supervisor(s):

By: _____
Robert Rivas, Chair

ATTEST:
Louie Valdez, Clerk of the Board

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

By: _____
Date: _____

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel
Date: June 6, 2016

Attachment 1

(Property Purchase Agreement – APN 021-280-008)

GRANTOR PROPERTY PURCHASE AGREEMENT

In consideration of the terms and conditions set forth in this Property Purchase Agreement (the "Agreement") Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest ("GRANTOR") shall deposit in an escrow designated by the County of San Benito Department of Public Works ("COUNTY"), two grant deeds, and one easement deed suitable for recordation and conveying from GRANTOR to COUNTY two fee simple acquisitions and one permanent easement as indicated in Exhibits "A", "B", & "C" incorporated herein by this reference. Exhibit "D" identifies a Temporary Construction Easement to be granted to the COUNTY.

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

1. Entire Agreement

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the two grant deeds, one easement deed, and one temporary construction easement and shall relieve COUNTY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public improvement.

2. COUNTY shall

- A. Pay the sum of forty five thousand four hundred dollars and 00/100 (\$45,400.00) for the property identified in Exhibits "A", "B", "C", & "D", attached hereto and made a part hereof, to the following title company: First American Title Company, 260 Tres Pinos Road, Hollister, CA 95023, for the account of the GRANTOR, Escrow No. 3501-3234567 conditioned upon the property vesting in COUNTY free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes except any exceptions to title which are acceptable to COUNTY as said exceptions are identified in the title report relating to the subject property issued by the above Title Company bearing the escrow number shown in Clause 2A and dated December 2, 2013 and updates thereof. Clearing of any title exceptions not acceptable to COUNTY is the responsibility of GRANTOR.
- B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Have the authority to deduct and pay from the amount shown in Clause 2A above any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent assessments, which may have become a lien at the close of escrow. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow. Close of escrow for this transaction shall be contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.

- D. The consideration set forth in Clause 2A herein shall include payment in full for the following improvements: All buildings, structures and other improvements affixed to the land which is owned by you as owners or tenants of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements, if any, has been made. The real property interests proposed to be acquired are: two fee simple acquisitions, and one permanent easement, respectively, as described in Exhibits "A", "B", & "C".

3. Temporary Construction Easement

- A. GRANTOR agrees for the considerations herein to said easement to COUNTY and to permit and allow COUNTY, its agents and/or contractors to enter upon GRANTOR'S Property on a temporary basis. Said temporary permit shall be for the construction of the Project for a thirty (30) month period. Temporary Construction Easement period is to commence with first entry on the Temporary Construction Easement ("TCE") area by COUNTY'S agents or contractors. At least 48 hours advanced written notice will be given before any entry on the TCE. The amount set forth in Clause 2A herein included full payment for TCE. This permission becomes valid upon acceptance of this Agreement by COUNTY.
- B. COUNTY agrees to promptly restore any damage to the construction easement area and/or the parcels upon which the temporary construction easement area is situated (and the improvements located thereon) caused by COUNTY'S entry upon the construction easement area or work performed in connection with the Project.
- C. In the event GRANTOR sells, conveys or assigns any property interest, encumbered by the Agreement prior to COUNTY exercising the rights herein, GRANTOR shall notify the successor or assignor of the right and obligations of both parties as included herein.
- D. In the event COUNTY occupies the Temporary Construction Easement area beyond the thirty (30) month period described above, COUNTY shall pay GRANTOR, on a month-to-month basis, additional compensation pursuant to the provisions of the Agreement. A 30-day written notice will be given to GRANTOR if the COUNTY elects to exercise its option for the additional term. The COUNTY shall pay GRANTOR an additional sum at the rate of \$1,395.00 per month for the term of the option period.

4. Hold Harmless

- A. COUNTY shall hold GRANTORS harmless from any and all claims, demands, damages, losses, actions, liabilities, causes of action or judgments which GRANTOR may pay or be required to pay by reason of any damage or injury to any person or property suffered as the sole result of the active negligence of the COUNTY in performing the work described herein and excepting only such loss, damage or liability as may be the intentional acts or sole negligence of the GRANTOR.
- B. COUNTY will pay when due all claims relating to the above set-out preliminary work, and will not allow any lien of mechanics to attach to the property as a result of its exercise of the rights herein granted.

5. Payment of Deed of Trust

If this property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

6. Escrow Instructions

GRANTOR hereby authorizes COUNTY to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

7. Hazardous Wastes

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the COUNTY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the COUNTY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the COUNTY, its agents or employees.

8. Right of Possession and Use

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the subject property by COUNTY, and/or its designees or assignees including the right to remove and dispose of improvements, and install and connect utilities shall commence on close of escrow or upon execution of this Agreement, whichever occurs first, and that the amount shown in Clause 2A herein includes, but is not limited to, full payment for such possession and use, including interest and damages, if any, from said date.

9. Binding on Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

10. 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 COUNTY harmless and reimburse COUNTY 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.

11. Quitclaim Deeds

If any lessee interests are identified in Clause 10 herein, as a condition precedent to approval of this Agreement by the COUNTY Board of Supervisors, quitclaim deeds or similar releases sufficient to clear any possessory rights from the subject property will be required. GRANTOR agrees to assist COUNTY in securing said quitclaim deeds or releases.

12. Release of All Claims

This is intended as a full and complete release of all or any claims that either party has against the other and is in full settlement of any and all such claims and intends to and does hereby release all of said persons, firms, associations and corporations of and from any and all liability of any nature whatsoever for all claims or causes of action including those for all consequences, effects and results of any loss, injury or damage, whether the same are now known or unknown to the undersigned, expected or unexpected by the undersigned, or have already appeared or developed or may now be latent or may in the future appear or develop.

The parties acknowledge that they each have been informed of and are familiar with the provisions of California Civil Code Section 1542 which provides:

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

Further, the parties mutually waive the provisions of California Civil Code Section 1542, and further waive any right they might have to voice said provisions now or in the future with respect to the releases set out in this Compromise and Release. The parties recognize and acknowledge that factors which have induced them to enter into this Compromise and Release may turn out to be incorrect or different to what they have previously anticipated, and the parties expressly assume the risks and further expressly assume the risk of this waiver of California Civil Code section 1542.

13. Approval of COUNTY

GRANTOR understands that this Agreement is subject to the approval of COUNTY. Further, that this Agreement shall have no force or effect unless and until said COUNTY approval has been obtained.

14. Authority to Sign

GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

15. Counterparts Signature

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

16. Specific Performance

In the event of a breach of this Agreement by GRANTOR, COUNTY shall be entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR'S breach, and specific performance of this Agreement.

(As used above, the term, "GRANTOR" shall include the plural as well as the singular number.)

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written herein below.

GRANTOR: Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest;
David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio
Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided
one-ninth interest

By: *Maria E. Agredano P.O. A for* Date: *04-28-2015*
Maria E. Agredano

Maria E. Agredano
By: *David Agredano* Date: *04-28-15*

David Agredano
By: *Salvador Agredano Jr.* Date: *04-28-2015*
Salvador Agredano, Jr.

By: _____ Date: _____

Maria A. Garcia
By: *Jose Antonio Agredano* Date: *04-28-15*
Jose Antonio Agredano

By: _____ Date: _____

Joaquin Agredano
By: _____ Date: _____

Federico Agredano

COUNTY OF SAN BENITO BOARD OF SUPERVISORS,

By: _____ Date: _____
Jerry Muenzer Robert Rivas
Chair

Approved as to Form:
San Benito County Counsel's Office
By: *Shirley L. Murphy* *6/1/16*
Title: *Deputy County Counsel*

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

GRANTOR: Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest;
David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio
Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided
one-ninth interest

By: _____ Date: _____

Maria E. Agredano

By: _____ Date: _____

David Agredano

By: _____ Date: _____

Salvador Agredano, Jr.

By: Maria A. Garcia Date: 6-4-15

Maria A. Garcia

By: _____ Date: _____

Jose Antonio Agredano

By: _____ Date: _____

Joaquin Agredano

By: _____ Date: _____

Federico Agredano

COUNTY OF SAN BENITO BOARD OF SUPERVISORS,

By: _____ Date: _____

Jerry Muenzer Robert Rivas
Chair

Approved as to Form:
San Benito County Counsel's Office

By: Shirley L. Murphy 6/11/16

Title: Deputy County Counsel

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

GRANTOR: Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest;
David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio
Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided
one-ninth interest

By: _____ Date: _____

Maria E. Agredano

By: _____ Date: _____

David Agredano

By: _____ Date: _____

Salvador Agredano, Jr.

By: _____ Date: _____

Maria A. Garcia

By: _____ Date: _____

Jose Antonio Agredano

By:  Date: 7-23-15

Joaquin Agredano

By: _____ Date: _____

Federico Agredano

COUNTY OF SAN BENITO BOARD OF SUPERVISORS,

By: _____ Date: _____

~~Jerry Muenzer~~ Robert Rivas
Chair

Approved as to Form:

San Benito County Counsel's Office

By: Shirley L. Murphy 6/1/16

Title: Deputy County Counsel

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

GRANTOR: Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest;
David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio
Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided
one-ninth interest

By: _____ Date: _____

Maria E. Agredano

By: _____ Date: _____

David Agredano

By: _____ Date: _____

Salvador Agredano, Jr.

By: _____ Date: _____

Maria A. Garcia

By: _____ Date: _____

Jose Antonio Agredano

By: _____ Date: _____

Joaquin Agredano

By:  Date: 05-24-16

Federico Agredano

COUNTY OF SAN BENITO BOARD OF SUPERVISORS,

By: _____ Date: _____

~~Jerry Muenzer~~ Robert Rivas
Chair

Approved as to Form:

San Benito County Counsel's Office

By: Shirley J. Murphy 6/1/16

Title: Deputy County Counsel

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

EXHIBIT "A"

LEGAL DESCRIPTION FOR A PUBLIC STREET DEDICATION

All that real property situated in the County of San Benito, State of California, being a portion of the lands described in the document recorded December 21, 2004 as Document 2004-0023021, Official Records of San Benito County, California, more particularly described as follows:

Commencing at the northwest corner of said lands, said point also being on the southeasterly line of Cienega Road; thence along the southwest line of said lands, S61°51'32"E, a distance of 208.15 feet to the **Point of Beginning**; thence leaving said southwest line, N58°18'08"E, a distance of 66.48 feet to the northwesterly line of Union Road; thence along said northwesterly line, S49°51'54"W, a distance of 61.87 feet to the southwest line of said lands; thence along said southwest line, N61°51'32"W, a distance of 10.50 feet to the **Point of Beginning**.

Containing 302 square feet, more or less.

As shown on the Plat attached hereto, and made a part hereof.

END OF DESCRIPTION.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Bryan Pierce 01/15/2015
Bryan Pierce, PLS 8859 Date
Expires: 12/31/2015



EXHIBIT "A" Map

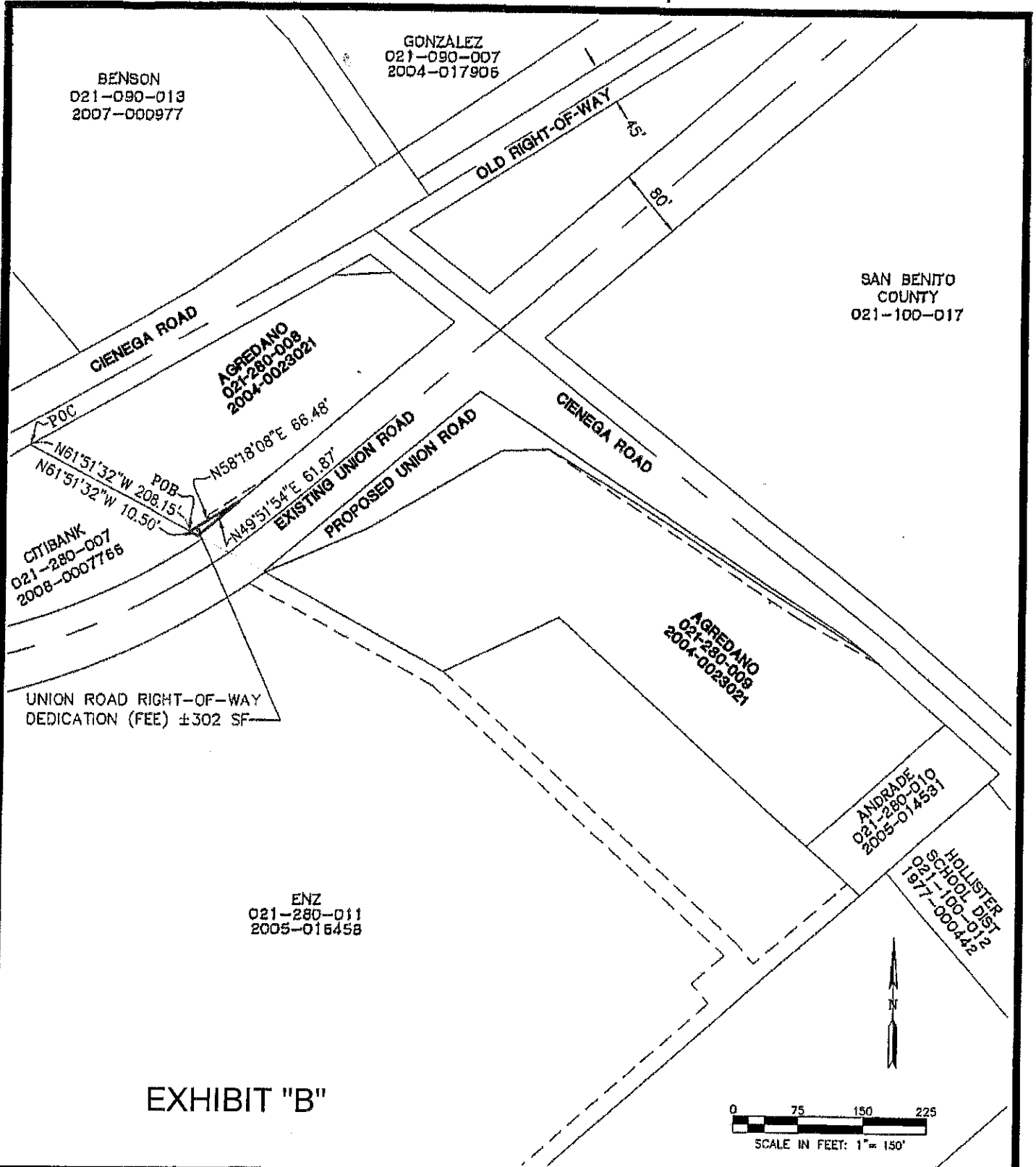


EXHIBIT "B"

UNION ROAD
RIGHT-OF-WAY DEDICATION

AGREDANO PROPERTY

APN: 021-280-008

SAN BENITO COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE:
1" = 150'

DATE:
01-15-2015

JOB NO.:
092003

EXHIBIT "B"

LEGAL DESCRIPTION FOR A PUBLIC STREET DEDICATION

All that real property situated in the County of San Benito, State of California, being a portion of the lands described in the document recorded December 21, 2004 as Document 2004-0023021, Official Records of San Benito County, California, more particularly described as follows:

Commencing at the northwest corner of said lands, said point also being on the southeasterly line of Cienega Road; thence along said southeasterly line, N60°24'10"E, a distance of 394.90 feet to the **Point of Beginning**; thence continuing along said southeasterly line, N60°24'10"E, a distance of 50.50 feet to an angle point on the southerly line of Cienega Road; thence along the southwesterly line of Cienega Road, S52°22'25"E, a distance of 33.56 feet; thence leaving said southwesterly line, S86°23'18"W, a distance of 70.63 feet to the **Point of Beginning**.

Containing 781 square feet, more or less.

As shown on the Plat attached hereto, and made a part hereof.

END OF DESCRIPTION.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Bryan Pierce 01/15/2015
Bryan Pierce, PLS 8859 Date
Expires: 12/31/2015



EXHIBIT "B" Map

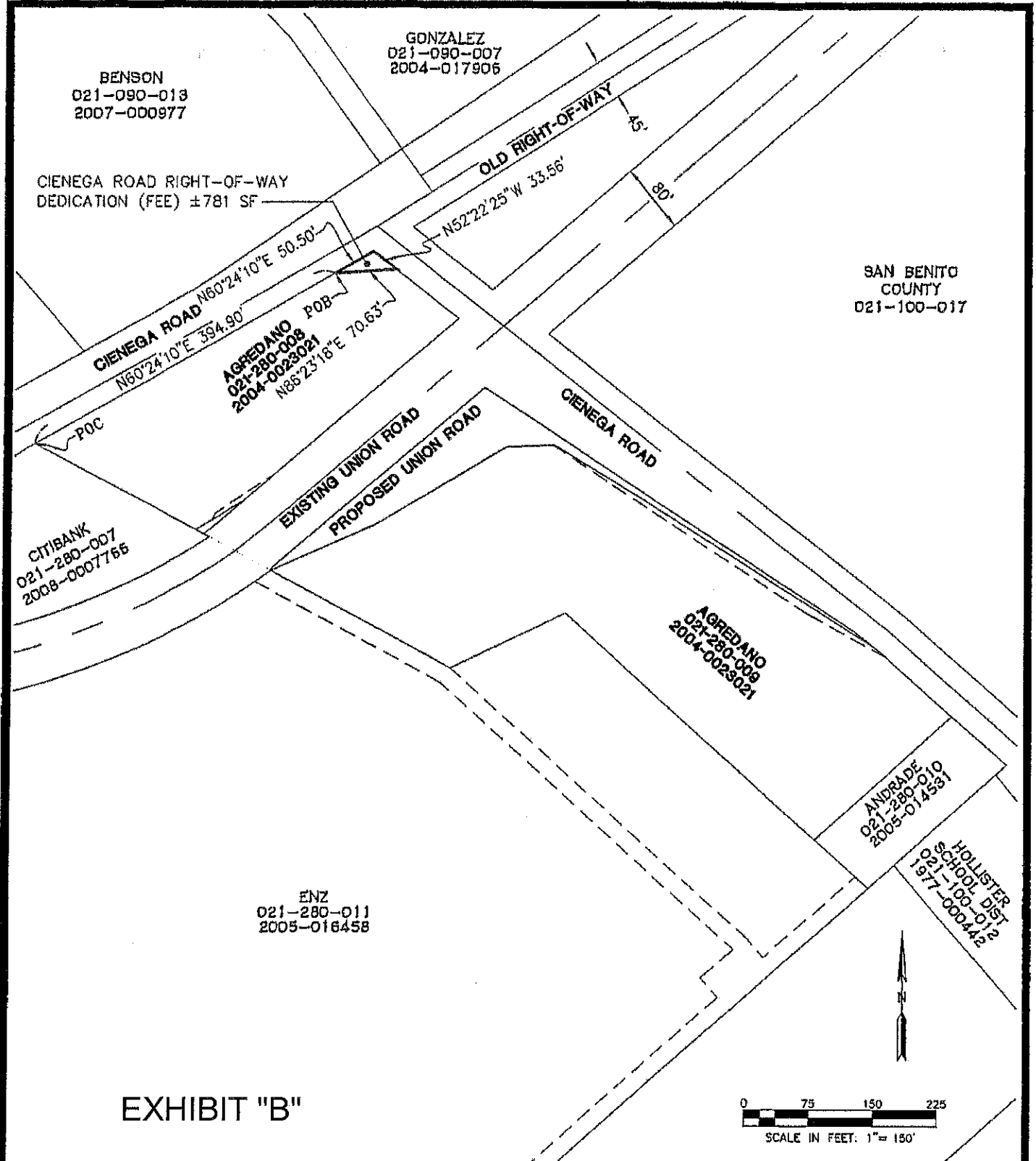


EXHIBIT "B"

CIENEGA ROAD
RIGHT-OF-WAY DEDICATION

AGREDANO PROPERTY

APN: 021-280-008

SAN BENITO COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE:
1" = 150'

DATE:
01-15-2015

JOB NO.:
092003

EXHIBIT "C"

LEGAL DESCRIPTION FOR A SLOPE EASEMENT

All that real property situated in the County of San Benito, State of California, being a portion of the lands described in the document recorded December 21, 2004 as Document 2004-0023021, Official Records of San Benito County, California, more particularly described as follows:

Commencing at the northwest corner of said lands, said point also being on the southeasterly line of Cienega Road; thence along the southwest line of said lands, S61°51'32"E, a distance of 208.15 feet; thence leaving said southwest line, N58°18'08"E, a distance of 22.44 feet to the **Point of Beginning**; thence N19°59'37"E, a distance of 7.57 feet; thence N56°53'20"E, a distance of 83.69 feet; thence S49°51'54"W, a distance of 46.07 feet; thence S58°18'08"W, a distance of 44.04 feet to the **Point of Beginning**.

Containing 339 square feet, more or less.
As shown on the Plat attached hereto, and made a part hereof.

END OF DESCRIPTION.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Bryan Pierce 01/15/2015
Bryan Pierce, PLS 8859 Date
Expires: 12/31/2015



EXHIBIT "C" Map

BENSON
021-090-013
2007-000977

GONZALEZ
021-090-007
2004-017905

SAN BENITO
COUNTY
021-100-017

CIENEGA ROAD

AGREDANO
021-280-008
2004-0023021

PROPOSED EASEMENT
(EASEMENT) ±339 SF

N61°51'32"W 208.15'

CITIBANK
021-280-007
2008-0007755

EXISTING UNION ROAD
PROPOSED UNION ROAD

CIENEGA ROAD

AGREDANO
021-280-008
2004-0023021

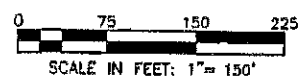
ANDRADE
021-280-010
2005-014531

HOLLISTER
SCHOOL DIST
1977-100-012
1977-000442

ENZ
021-280-011
2005-016458

LINE TABLE		
LINE	BEARING	DIST
L1	N58°18'08"E	22.44'
L2	N19°59'37"E	7.57'
L3	N56°53'20"E	83.69'
L4	N49°51'54"E	46.07'
L5	N58°18'08"E	44.04'

EXHIBIT "B"



PROPOSED EASEMENT
NORTH OF UNION ROAD

AGREDANO PROPERTY

APN: 021-280-008

SAN BENITO COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE:
1" = 150'

DATE:
01-15-2015

JOB NO.:
092003

EXHIBIT "D"

LEGAL DESCRIPTION FOR A CONSTRUCTION EASEMENT

All that real property situated in the County of San Benito, State of California, being a portion of the lands described in the document recorded December 21, 2004 as Document 2004-0023021, Official Records of San Benito County, California, more particularly described as follows:

Beginning at the northwest corner of said lands, said point also being on the southeast line of Cienega Road; said point being the **Point of Beginning**; thence along said southeast line, N60°24'10"E, a distance of 394.90 feet; thence leaving said southeast line, N86°23'18"E, a distance of 70.63 feet to the southwest line of Cienega Road; thence along said southwest line, S52°22'25"E, a distance of 90.93 feet to the northwest line of Union Road; thence along said northwest line, S49°51'54"W, a distance of 321.47 feet; thence leaving said northwest line, S58°18'08"W, a distance of 66.48 feet to the southwest line of said lands; thence along said southwest line, N61°51'32"W, a distance of 208.15 feet to the **Point of Beginning**.

Containing 63,414 square feet, more or less.

As shown on the Plat attached hereto, and made a part hereof.

END OF DESCRIPTION.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

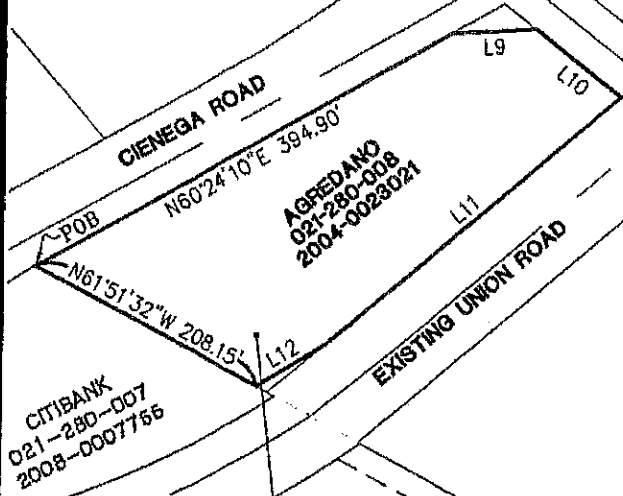
 01/15/2015
Bryan Pierce, PLS 8859 Date
Expires: 12/31/2015



BENSON
021-090-013
2007-000977

GONZALEZ
021-090-007
2004-017906

SAN BENITO
COUNTY
021-100-017



PROPOSED EASEMENT
(EASEMENT) ±63,414 SF

LINE TABLE		
LINE	BEARING	DIST
L9	N86°23'18"E	70.63'
L10	N52°22'25"W	90.93'
L11	N49°51'54"E	321.47'
L12	N58°18'08"E	66.48'

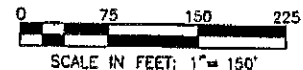
ENZ
021-280-011
2005-016458

AGREDANO
021-280-008
2004-0023021

ANDRADE
021-280-010
2005-014531

HOLLISTER
DIST
021-100-013
1977-000442

EXHIBIT "D Map"



PROPOSED TEMPORARY
CONSTRUCTION EASEMENT
NORTH OF UNION ROAD
AGREDANO PROPERTY

APN: 021-280-008

SAN BENITO COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE:
1" = 150'

DATE:
01-13-2015

JOB NO.:
092003

Attachment 2

(Property Purchase Agreement – APN 021-280-009)

GRANTOR PROPERTY PURCHASE AGREEMENT

In consideration of the terms and conditions set forth in this Property Purchase Agreement (the "Agreement") Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest ("GRANTOR") shall deposit in an escrow designated by the County of San Benito Department of Public Works ("COUNTY"), one grant deed, and two temporary construction easement deeds suitable for recordation and conveying from GRANTOR to COUNTY one fee simple acquisition and two temporary construction easements as indicated in Exhibit "A" incorporated herein by this reference. Exhibits "B" & "C" identify two Temporary Construction Easements to be granted to the COUNTY.

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

1. Entire Agreement

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the one grant deed and two temporary construction easements and shall relieve COUNTY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public improvement.

2. COUNTY shall

- A. Pay the sum of twenty nine thousand eight hundred dollars and 00/100 (\$29,800.00) for the property identified in Exhibits "A", "B", & "C", attached hereto and made a part hereof, to the following title company: First American Title Company, 260 Tres Pinos Road, Hollister, CA 95023, for the account of the GRANTOR, Escrow No. 3501-3234567 conditioned upon the property vesting in COUNTY free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes except any exceptions to title which are acceptable to COUNTY as said exceptions are identified in the title report relating to the subject property issued by the above Title Company bearing the escrow number shown in Clause 2A and dated December 2, 2013 and updates thereof. Clearing of any title exceptions not acceptable to COUNTY is the responsibility of GRANTOR.
- B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Have the authority to deduct and pay from the amount shown in Clause 2A above any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent assessments, which may have become a lien at the close of escrow. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow. Close of escrow for this transaction shall be contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.

- D. The consideration set forth in Clause 2A herein shall include payment in full for the following improvements: All buildings, structures and other improvements affixed to the land which is owned by you as owners or tenants of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements, if any, has been made. The real property interests proposed to be acquired are: one fee simple acquisition, respectively, as described in Exhibits "A".

3. Temporary Construction Easement

- A. GRANTOR agrees for the considerations herein to said easement to COUNTY and to permit and allow COUNTY, its agents and/or contractors to enter upon GRANTOR'S Property on a temporary basis. Said temporary permit shall be for the construction of the Project for a thirty (30) month period. Temporary Construction Easement period is to commence with first entry on the Temporary Construction Easement ("TCE") area by COUNTY'S agents or contractors. At least 48 hours advanced written notice will be given before any entry on the TCE. The amount set forth in Clause 2A herein included full payment for TCE. This permission becomes valid upon acceptance of this Agreement by COUNTY.
- B. COUNTY agrees to promptly restore any damage to the construction easement area and/or the parcels upon which the temporary construction easement area is situated (and the improvements located thereon) caused by COUNTY'S entry upon the construction easement area or work performed in connection with the Project.
- C. In the event GRANTOR sells, conveys or assigns any property interest, encumbered by the Agreement prior to COUNTY exercising the rights herein, GRANTOR shall notify the successor or assignor of the right and obligations of both parties as included herein.
- D. In the event COUNTY occupies the Temporary Construction Easement area beyond the thirty (30) month period described above, COUNTY shall pay GRANTOR, on a month-to-month basis, additional compensation pursuant to the provisions of the Agreement. A 30-day written notice will be given to GRANTOR if the COUNTY elects to exercise its option for the additional term. The COUNTY shall pay GRANTOR an additional sum at the rate of \$470.13 per month for the term of the option period.

4. Hold Harmless

- A. COUNTY shall hold GRANTORS harmless from any and all claims, demands, damages, losses, actions, liabilities, causes of action or judgments which GRANTOR may pay or be required to pay by reason of any damage or injury to any person or property suffered as the sole result of the active negligence of the COUNTY in performing the work described herein and excepting only such loss, damage or liability as may be the intentional acts or sole negligence of the GRANTOR.
- B. COUNTY will pay when due all claims relating to the above set-out preliminary work, and will not allow any lien of mechanics to attach to the property as a result of its exercise of the rights herein granted.

5. Payment of Deed of Trust

If this property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

6. Escrow Instructions

GRANTOR hereby authorizes COUNTY to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

7. Hazardous Wastes

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the COUNTY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the COUNTY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the COUNTY, its agents or employees.

8. Right of Possession and Use

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the subject property by COUNTY, and/or its designees or assignees including the right to remove and dispose of improvements, and install and connect utilities shall commence on close of escrow or upon execution of this Agreement, whichever occurs first, and that the amount shown in Clause 2A herein includes, but is not limited to, full payment for such possession and use, including interest and damages, if any, from said date.

9. Binding on Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

10. 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 COUNTY harmless and reimburse COUNTY 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.

11. Quitclaim Deeds

If any lessee interests are identified in Clause 10 herein, as a condition precedent to approval of this Agreement by the COUNTY Board of Supervisors, quitclaim deeds or similar releases sufficient to clear any possessory rights from the subject property will be

required. GRANTOR agrees to assist COUNTY in securing said quitclaim deeds or releases.

12. Release of All Claims

This is intended as a full and complete release of all or any claims that either party has against the other and is in full settlement of any and all such claims and intends to and does hereby release all of said persons, firms, associations and corporations of and from any and all liability of any nature whatsoever for all claims or causes of action including those for all consequences, effects and results of any loss, injury or damage, whether the same are now known or unknown to the undersigned, expected or unexpected by the undersigned, or have already appeared or developed or may now be latent or may in the future appear or develop.

The parties acknowledge that they each have been informed of and are familiar with the provisions of California Civil Code Section 1542 which provides:

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

Further, the parties mutually waive the provisions of California Civil Code Section 1542, and further waive any right they might have to voice said provisions now or in the future with respect to the releases set out in this Compromise and Release. The parties recognize and acknowledge that factors which have induced them to enter into this Compromise and Release may turn out to be incorrect or different to what they have previously anticipated, and the parties expressly assume the risks and further expressly assume the risk of this waiver of California Civil Code section 1542.

13. Approval of COUNTY

GRANTOR understands that this Agreement is subject to the approval of COUNTY. Further, that this Agreement shall have no force or effect unless and until said COUNTY approval has been obtained.

14. Authority to Sign

GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

15. Counterparts Signature

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

16. Specific Performance

In the event of a breach of this Agreement by GRANTOR, COUNTY shall be entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR'S breach, and specific performance of this Agreement.

(As used above, the term, "GRANTOR" shall include the plural as well as the singular number.)

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written herein below.

GRANTOR: Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest;
David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio
Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided
one-ninth interest

By: Maria E. Agredano P.O.A for Date: 04-28-2015
Maria E. Agredano

Maria E. Agredano
By: [Signature] Date: 04-28-15

David Agredano
By: [Signature] Date: 04-28-2015

Salvador Agredano, Jr.
By: _____ Date: _____

Maria A. Garcia
By: [Signature] Date: 04-28-15

Jose Antonio Agredano
By: _____ Date: _____

Joaquin Agredano
By: _____ Date: _____

Federico Agredano

COUNTY OF SAN BENITO BOARD OF SUPERVISORS,

By: _____ Date: _____
Jerry Muenzer Robert Rivas
Chair

Approved as to Form:
San Benito County Counsel's Office
By: Shirley L. Murphy 6/1/16
Title: Deputy County Counsel

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written herein below.

GRANTOR: Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest;
David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio
Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided
one-ninth interest

By: _____ Date: _____

Maria E. Agredano

By: _____ Date: _____

David Agredano

By: _____ Date: _____

Salvador Agredano, Jr.

By: Maria A. Garcia Date: 6-4-15

Maria A. Garcia

By: _____ Date: _____

Jose Antonio Agredano

By: _____ Date: _____

Joaquin Agredano

By: _____ Date: _____

Federico Agredano

COUNTY OF SAN BENITO BOARD OF SUPERVISORS,

By: _____ Date: _____

~~Jerry Muenzer~~ Robert Rivas
Chair

Approved as to Form:
San Benito County Counsel's Office

By: Shirley L. Murphy 6/1/16

Title: Deputy County Counsel

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written herein below.

GRANTOR: Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest;
David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio
Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided
one-ninth interest

By: _____ Date: _____

Maria E. Agredano

By: _____ Date: _____

David Agredano

By: _____ Date: _____

Salvador Agredano, Jr.

By: _____ Date: _____

Maria A. Garcia

By: _____ Date: _____

Jose Antonio Agredano

By:  Date: 7-23-15

Joaquin Agredano

By: _____ Date: _____

Federico Agredano

COUNTY OF SAN BENITO BOARD OF SUPERVISORS,

By: _____ Date: _____

~~Jerry Muenzer~~ Robert Rivas
Chair

Approved as to Form:
San Benito County Counsel's Office

By: Shirley L. Murphy 6/1/16

Title: Deputy County Counsel

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written herein below.

GRANTOR: Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest;
David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio
Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided
one-ninth interest

By: _____ Date: _____

Maria E. Agredano

By: _____ Date: _____

David Agredano

By: _____ Date: _____

Salvador Agredano, Jr.

By: _____ Date: _____

Maria A. Garcia

By: _____ Date: _____

Jose Antonio Agredano

By: _____ Date: _____

Joaquin Agredano

By:  Date: 05-24-16

Federico Agredano

COUNTY OF SAN BENITO BOARD OF SUPERVISORS,

By: _____ Date: _____

~~Jerry Muenzer~~ Robert Rivas
Chair

Approved as to Form:
San Benito County Counsel's Office

By: Shirley L. Murphy 6/1/16

Title: Deputy County Counsel

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

EXHIBIT "A"

LEGAL DESCRIPTION FOR A PUBLIC STREET DEDICATION

All that real property situated in the County of San Benito, State of California, being a portion of the lands described in the document recorded December 21, 2004 as Document 2004-0023021, Official Records of San Benito County, California, more particularly described as follows:

Commencing at the northwest corner of said lands, said point also being on the southeasterly line of Cienega Road; thence along the southwest line of said lands, S61°51'32"E, a distance of 304.77 feet to the **Point of Beginning**; thence along the southeasterly line of Union Road, N49°51'54"E, a distance of 323.86 feet to the southwesterly line of Cienega Road; thence along said southwesterly line, S57°17'15"E, a distance of 513.00 feet; thence continuing along said southwesterly line, S52°22'25"E, a distance of 31.00 feet; thence leaving said southwesterly line, N57°58'41"W, a distance of 317.17 feet; thence N59°22'35"W, a distance of 123.00 feet; thence S88°01'34"W, a distance of 55.75 feet; thence S59°19'41"W, a distance of 176.64 feet; thence S66°27'28"W, a distance of 130.74 feet to the southwest line of said lands; thence along said southwest line, N61°51'32"W, a distance of 1.75 feet to the **Point of Beginning**.

Containing 17,613 square feet, more or less.
As shown on the Plat attached hereto, and made a part hereof.

END OF DESCRIPTION.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Bryan Pierce 01/15/2015
Bryan Pierce, PLS 8859 Date
Expires: 12/31/2015



EXHIBIT "A" Map

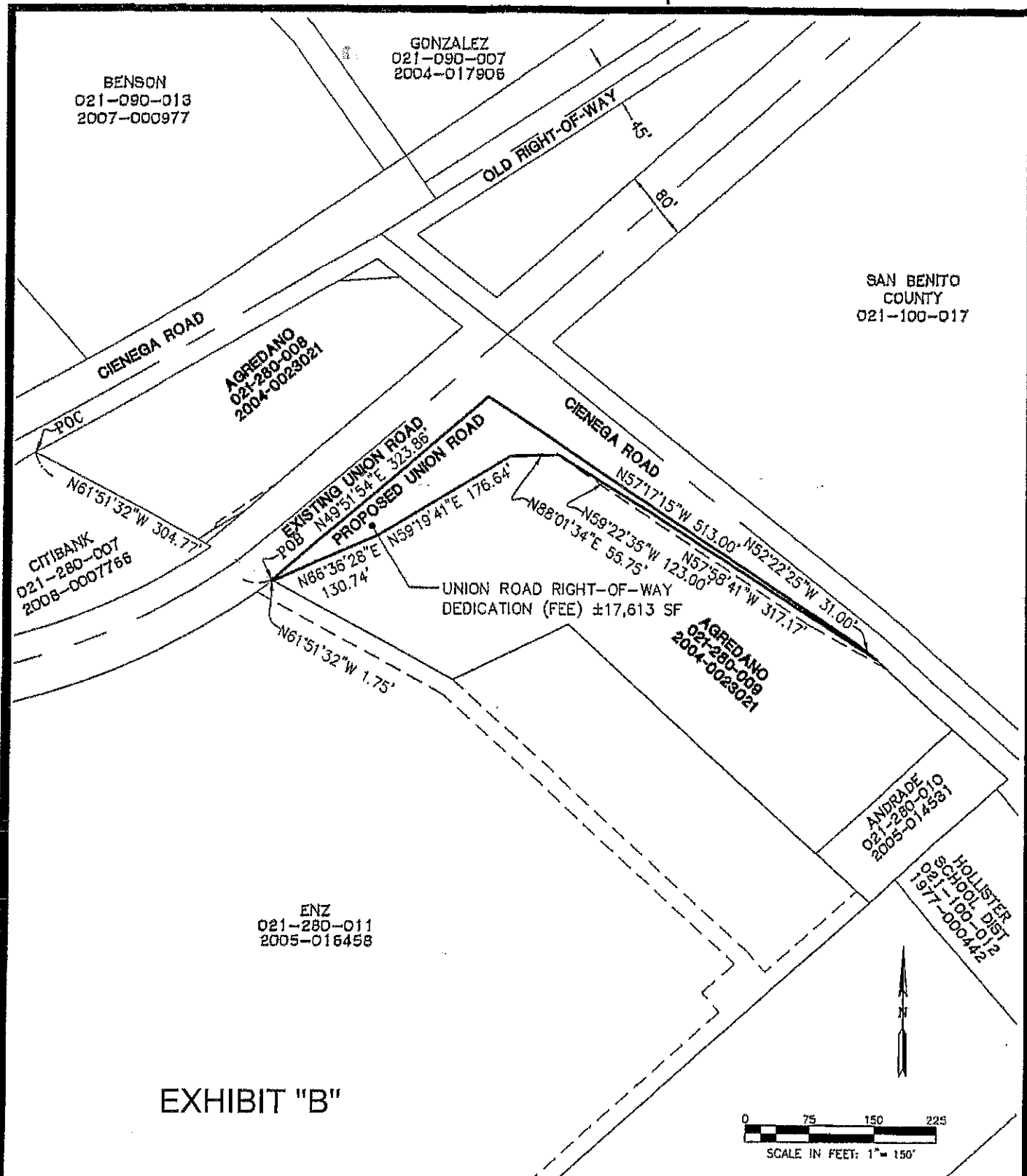


EXHIBIT "B"

UNION ROAD
RIGHT-OF-WAY DEDICATION

AGREDANO PROPERTY

APN: 021-280-009

SAN BENITO COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE:
1" = 150'

DATE:
01-15-2015

JOB NO.:
092003

EXHIBIT "B"

LEGAL DESCRIPTION FOR A CONSTRUCTION EASEMENT

All that real property situated in the County of San Benito, State of California, being a portion of the lands described in the document recorded December 21, 2004 as Document 2004-0023021, Official Records of San Benito County, California, more particularly described as follows:

Commencing at the southeast corner of said lands, said point also being on the southwesterly line of Cienega Road; thence along said southwesterly line, N49°17'55"W, a distance of 102.61 feet to the **Point of Beginning**; thence leaving said southwesterly line, N61°47'11"W, a distance of 104.25 feet; thence N57°10'32"W, a distance of 353.83 feet; thence N88°01'34"E, a distance of 1.87 feet; thence S59°22'35"E, a distance of 123.00 feet; thence S57°58'41"E, a distance of 317.17 feet to a point on the southwesterly line of Cienega Road; thence along said southwesterly line, S52°22'25"E, a distance of 7.06 feet; thence continuing along said southwesterly line, S49°17'55"E, a distance of 9.22 feet to the **Point of Beginning**.

Containing 2,681 square feet, more or less.

As shown on the Plat attached hereto, and made a part hereof.

END OF DESCRIPTION.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Bryan Pierce 01/15/2015
Bryan Pierce, PLS 8859 Date
Expires: 12/31/2015



BENSON
021-090-013
2007-000977

GONZALEZ
021-090-007
2004-017906

SAN BENITO
COUNTY
021-100-017

CIENEGA ROAD

AGREDANO
021-280-008
2004-0023021

CITIBANK
021-280-007
2008-0007766

EXISTING UNION ROAD
PROPOSED UNION ROAD

CIENEGA ROAD
N59°22'35"W 123.00'

PROPOSED EASEMENT
(EASEMENT) ±2,681 SF

AGREDANO
021-280-009
2004-0023021

ANDRADE
021-280-010
2005-014531

HOLLISTER
SCHOOL DIST
021-100-012
1977-000442

ENZ
021-280-011
2005-016458

EXHIBIT "B Map"



PROPOSED EASEMENT
WEST OF CIENEGA ROAD

AGREDANO PROPERTY

APN: 021-280-009

SAN BENITO COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS

8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE:
1" = 150'

DATE:
01-15-2015

JOB NO.:
092003

EXHIBIT "C"

LEGAL DESCRIPTION FOR A CONSTRUCTION EASEMENT


All that real property situated in the County of San Benito, State of California, being a portion of the lands described in the document recorded December 21, 2004 as Document 2004-0023021, Official Records of San Benito County, California, more particularly described as follows:

Commencing at the northwest corner of said lands, said point also being on the southeast line of Cienega Road; thence along the southwest line of said lands, S61°51'32"E, a distance of 306.52 feet to the **Point of Beginning**; thence leaving said southwest line, N66°27'28"E, a distance of 130.74 feet; thence N59°19'41"E, a distance of 176.64 feet; thence N88°01'34"E, a distance of 53.88 feet; thence S57°10'32"E, a distance of 161.03 feet; thence S48°58'49"W, a distance of 159.05 feet to an angle point on the south line of said lands; thence along said south line, S64°38'38"W, a distance of 147.95 to the southwest line of said lands; thence along said southwest line, N61°51'32"W, a distance of 235.03 feet to the **Point of Beginning**.

Containing 60,733 square feet, more or less.
As shown on the Plat attached hereto, and made a part hereof.

END OF DESCRIPTION.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

 01/15/2015
Bryan Pierce, PLS 8859 Date
Expires: 12/31/2015



BENSON
021-090-013
2007-000977

GONZALEZ
021-090-007
2004-017905

SAN BENITO
COUNTY
021-100-017

CIENEGA ROAD

AGREDANO
021-280-008
2004-0023021

OLD RIGHT-OF-WAY
45'
80'

CIENEGA ROAD

EXISTING UNION ROAD

CITIBANK
021-280-007
2008-0007765

N61°51'32"W 306.52'

PROPOSED EASEMENT
(EASEMENT) ±60,733 SF

AGREDANO
021-280-009
2004-0023021

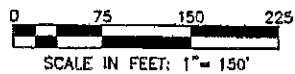
LINE TABLE		
LINE	BEARING	DIST
L1	N66°27'28"E	130.74'
L2	N59°19'41"E	176.64'
L3	N88°01'34"E	53.88'
L4	N57°10'32"W	161.03'
L5	N48°58'49"E	159.05'
L7	N64°38'38"E	147.95'
L8	N61°51'32"W	235.03'

ENZ
021-280-011
2005-016458

ANDRADE
021-280-010
2005-014531

HOLLISTER
SCHOOL DIST
021-100-012
1977-000442

EXHIBIT "C Map"



PROPOSED TEMPORARY
CONSTRUCTION EASEMENT
SOUTH OF UNION ROAD
AGREDANO PROPERTY

APN: 021-280-009

SAN BENITO COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

2855 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE:
1" = 150'

DATE:
01-13-2015

JOB NO.:
092003

Attachment 3
(Grant Deed for right-of-way on APN 021-280-008)

and When Recorded, Mail To:

County of San Benito
Public Works Department
ATTN: Arman Nazemi
2301 Technology Parkway
Hollister, CA 95023

APNs: 021-280-008 (portion)

Space Above This Line for Recorder's Use

APN: 021-280-008

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest

hereby grant(s) to the **COUNTY OF SAN BENITO**

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED: Dune Agredano P.O.A for
Maria E. Agredano
Maria E. Agredano

Date: 7/21/2015

Date: _____

Date: 7-21-2015

Date: _____

Date: _____

Date: _____

Date: _____

David Agredano
Salvador Agredano Jr.
Salvador Agredano, Jr.

Maria A. Garcia

Jose Antonio Agredano

Joaquin Agredano

Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of San Benito

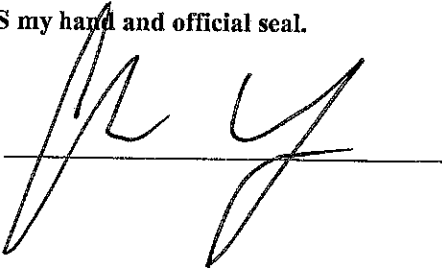
On 7/21/2015 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared Irma Agredano and Salvador Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

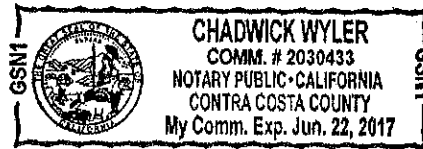
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

(Government Agency is exempt from County transfer tax)

and When Recorded, Mail To:

County of San Benito
Public Works Department
ATTN: Arman Nazemi
2301 Technology Parkway
Hollister, CA 95023

APNs: 021-280-008 (portion)

Space Above This Line for Recorder's Use

APN: 021-280-008

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest

hereby grant(s) to the **COUNTY OF SAN BENITO**

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED:

Date: 08

Date: 08-10-15

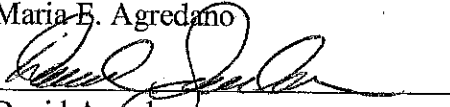
Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Maria E. Agredano

David Agredano

Salvador Agredano, Jr.

Maria A. Garcia

Jose Antonio Agredano

Joaquin Agredano

Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of San Luis Obispo

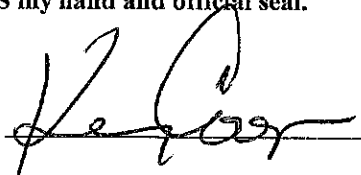
On August 10th, 2015 before me, Kerry Cooper, Notary Public
(insert name and title of the officer)

personally appeared DAVID Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Government Agency is exempt from County transfer tax)

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

and When Recorded, Mail To:

County of San Benito
Public Works Department
ATTN: Arman Nazemi
2301 Technology Parkway
Hollister, CA 95023

APNs: 021-280-008 (portion)

Space Above This Line for Recorder's Use

APN: 021-280-008

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest

hereby grant(s) to the COUNTY OF SAN BENITO

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED:

Date: _____

Maria E. Agredano

Date: _____

David Agredano

Date: _____

Salvador Agredano, Jr.

Date: ^{MAG} 7-21-15

Maria A. Garcia
Maria A. Garcia

Date: _____

Jose Antonio Agredano

Date: _____

Joaquin Agredano

Date: _____

Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of San Benito

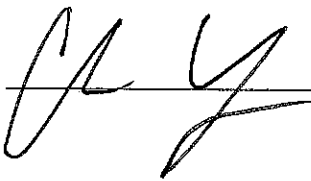
On 7/21/2015 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared Maria A. Garcia,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

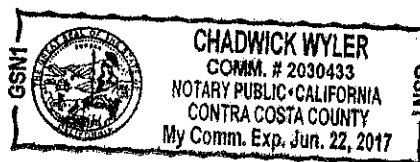
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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hereby grant(s) to the **COUNTY OF SAN BENITO**

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED:

Date: _____

Maria E. Agredano

Date: _____

David Agredano

Date: _____

Salvador Agredano, Jr.

Date: _____

Maria A. Garcia

Date: 7-21-15

Jose Antonio Agredano
Jose Antonio Agredano

Date: _____

Joaquin Agredano

Date: _____

Federico Agredano

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ACKNOWLEDGMENT

State of California

County of San Benito

On 7/21/2015 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared José Antonio Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

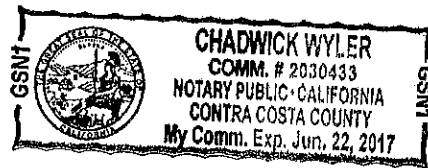
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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hereby grant(s) to the **COUNTY OF SAN BENITO**

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED:

Date: _____

Maria E. Agredano

Date: _____

David Agredano

Date: _____

Salvador Agredano, Jr.

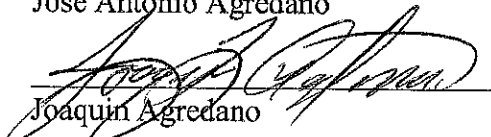
Date: _____

Maria A. Garcia

Date: _____

Jose Antonio Agredano

Date: 7-23-15



Joaquin Agredano

Date: _____

Federico Agredano

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ACKNOWLEDGMENT

State of Texas

County of Bexar

On July 23, 2015 before me, Marie April Mendez Notary Public
(insert name and title of the officer)

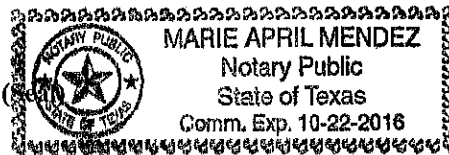
personally appeared Joaquin Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]



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Public Works Department
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Hollister, CA 95023

APNs: 021-280-008 (portion)

Space Above This Line for Recorder's Use

APN: 021-280-008

GRANT DEED

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Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest

hereby grant(s) to the **COUNTY OF SAN BENITO**

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED:

Date: _____

Maria E. Agredano

Date: _____

David Agredano

Date: _____

Salvador Agredano, Jr.

Date: _____

Maria A. Garcia

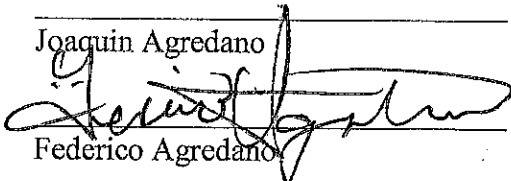
Date: _____

Jose Antonio Agredano

Date: _____

Joaquin Agredano

Date: 05-24-16



Federico Agredano

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ACKNOWLEDGMENT

State of California

County of Solano

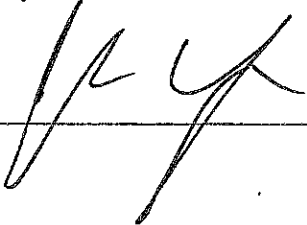
On 5/24/2016 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared Federico Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

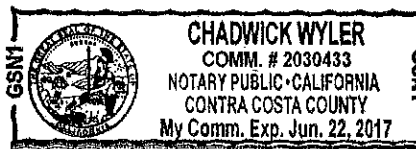
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

(Government Agency is exempt from County transfer tax)

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORD:

GRANTEE:

This is to certify that the interest in real property conveyed by the deed or easement grant from Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest, Grantor(s), to the County of San Benito, a political subdivision of the State of California, is hereby accepted by order of the San Benito County Board of Supervisors on June 14, 2016, pursuant to authority conferred by resolution of the board of supervisors, Resolution No. 2016- adopted on June 14, 2016, and the grantee consents to recordation thereof by its duly authorized officer.

ACCEPTED:

San Benito County Board of Supervisors

By: _____
Robert Rivas, Chair

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

Date: June 1, 2016

EXHIBIT "A"

LEGAL DESCRIPTION FOR A PUBLIC STREET DEDICATION

All that real property situated in the County of San Benito, State of California, being a portion of the lands described in the document recorded December 21, 2004 as Document 2004-0023021, Official Records of San Benito County, California, more particularly described as follows:

Commencing at the northwest corner of said lands, said point also being on the southeasterly line of Cienega Road; thence along the southwest line of said lands, S61°51'32"E, a distance of 208.15 feet to the **Point of Beginning**; thence leaving said southwest line, N58°18'08"E, a distance of 66.48 feet to the northwesterly line of Union Road; thence along said northwesterly line, S49°51'54"W, a distance of 61.87 feet to the southwest line of said lands; thence along said southwest line, N61°51'32"W, a distance of 10.50 feet to the **Point of Beginning**.

Containing 302 square feet, more or less.

As shown on the Plat attached hereto, and made a part hereof.

END OF DESCRIPTION.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Bryan Pierce 01/15/2015
Bryan Pierce, PLS 8859 Date
Expires: 12/31/2015



BENSON
021-090-013
2007-000977

GONZALEZ
021-090-007
2004-017906

SAN BENITO
COUNTY
021-100-017

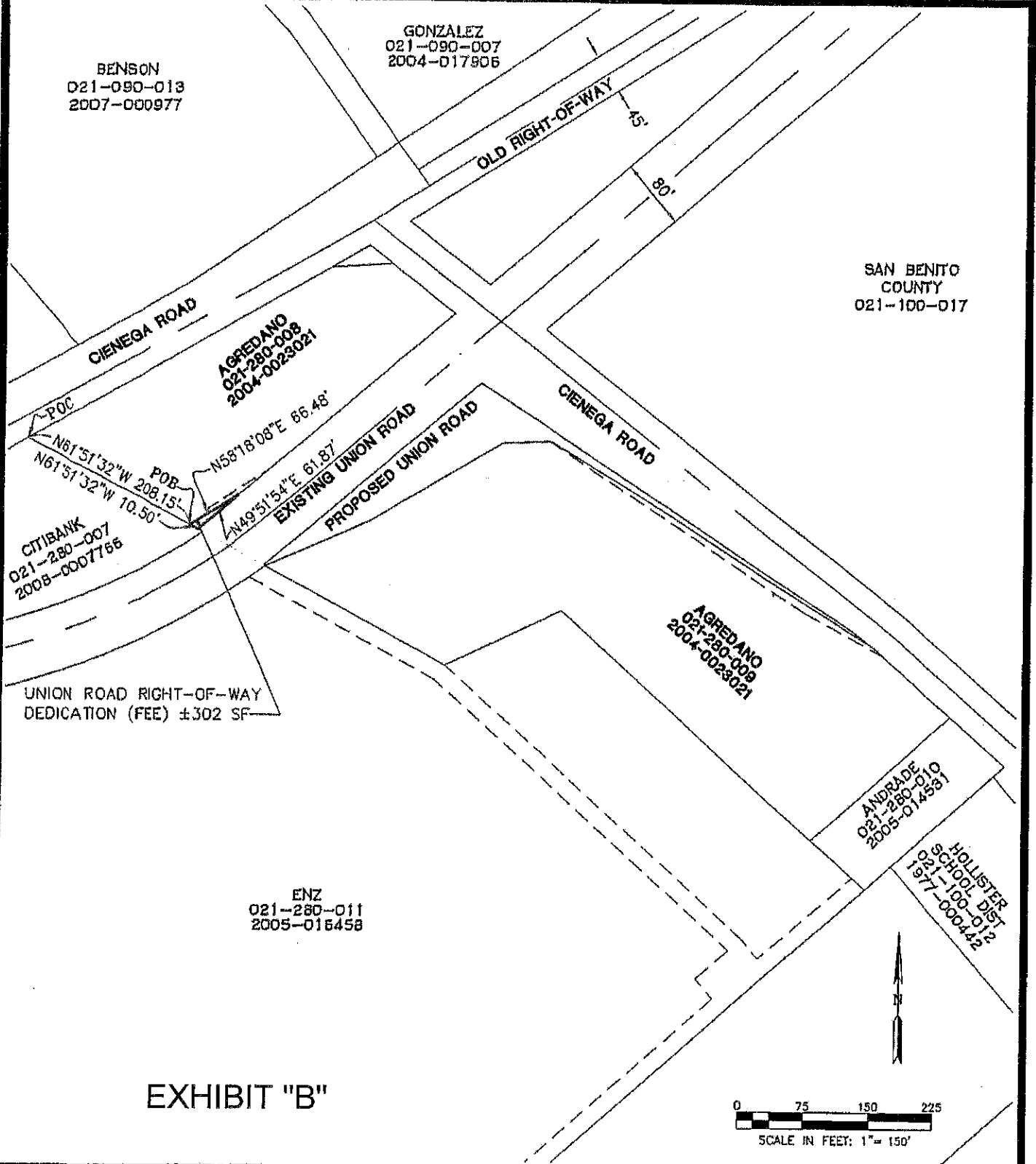


EXHIBIT "B"

UNION ROAD
RIGHT-OF-WAY DEDICATION

AGREDANO PROPERTY

APN: 021-280-008

SAN BENITO COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE:
1" = 150'

DATE:
01-15-2015

JOB NO.:
092003

Attachment 4

(Grant Deed for right-of-way on APN 021-280-008)

and When Recorded, Mail To:

County of San Benito
Public Works Department
ATTN: Arman Nazemi
2301 Technology Parkway
Hollister, CA 95023

APNs: 021-280-008 (portion)

Space Above This Line for Recorder's Use

APN: 021-280-008

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest

hereby grant(s) to the **COUNTY OF SAN BENITO**

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED: *Diane Agredano P.O.A for*

Date: 7/21/2015

Maria E. Agredano
Maria E. Agredano

Date: _____

David Agredano
Salvador Agredano, Jr.
Salvador Agredano, Jr.

Date: 7-21-2015

Date: _____

Maria A. Garcia

Date: _____

Jose Antonio Agredano

Date: _____

Joaquin Agredano

Date: _____

Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of San Benito

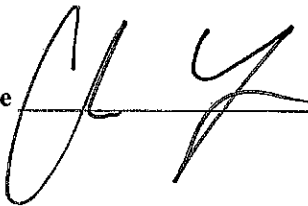
On 7/21/2015 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared Irene Agredano and Salvador Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

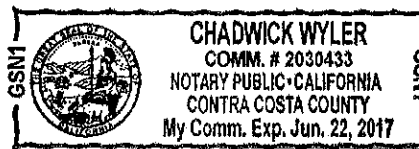
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

(Government Agency is exempt from County transfer tax)

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

and When Recorded, Mail To:

County of San Benito
Public Works Department
ATTN: Arman Nazemi
2301 Technology Parkway
Hollister, CA 95023

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Space Above This Line for Recorder's Use

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SIGNED:

Date: _____

Date: 08-10-15

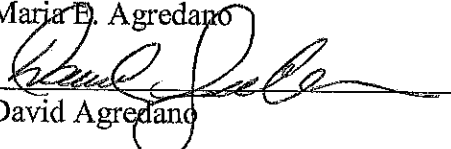
Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Maria E. Agredano

David Agredano

Salvador Agredano, Jr.

Maria A. Garcia

Jose Antonio Agredano

Joaquin Agredano

Federico Agredano

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ACKNOWLEDGMENT

State of California

County of San Luis Obispo

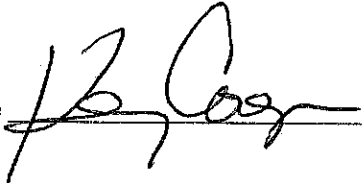
On August 10th, 2015 before me, Kerry Cooper, Notary Public
(insert name and title of the officer)

personally appeared DAVID Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

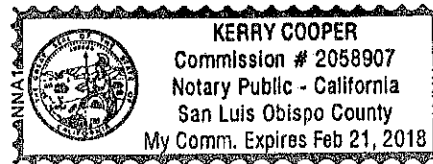
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Signature



(Seal)



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SIGNED:

Date: _____

Maria E. Agredano

Date: _____

David Agredano

Date: _____

Salvador Agredano, Jr.

Date: 7-21-15

Maria A. Garcia
Maria A. Garcia

Date: _____

Jose Antonio Agredano

Date: _____

Joaquin Agredano

Date: _____

Federico Agredano

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ACKNOWLEDGMENT

State of California

County of San Benito

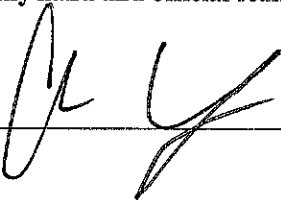
On 7/21/2017 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared Maria A. Garcia,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

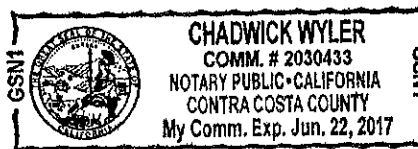
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SIGNED:

Date: _____

Maria E. Agredano

Date: _____

David Agredano

Date: _____

Salvador Agredano, Jr.

Date: _____

Maria A. Garcia

Date: 7-21-15

Jose Antonio Agredano
Jose Antonio Agredano

Date: _____

Joaquin Agredano

Date: _____

Federico Agredano

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ACKNOWLEDGMENT

State of California

County of San Benito

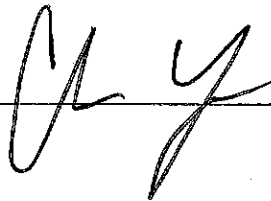
On 7/21/2015 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared Jose Antonio Agredano
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

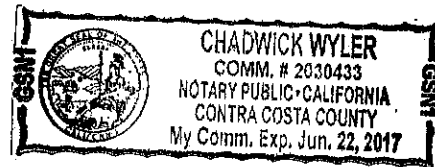
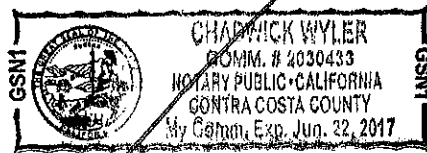
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(Seal)



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SIGNED:

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Date: _____

David Agredano

Date: _____

Salvador Agredano, Jr.

Date: _____

Maria A. Garcia

Date: _____

Jose Antonio Agredano

Date: 7-23-15



Joaquin Agredano

Date: _____

Federico Agredano

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State of Texas

County of Bexar

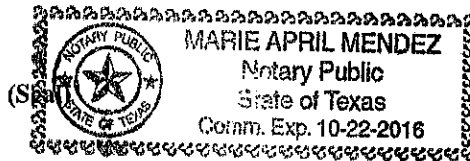
On July 23, 2015 before me, Marie April Mendez Notary Public
(insert name and title of the officer)

personally appeared Joaquin Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Government Agency is exempt from County transfer tax)

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

and When Recorded, Mail To:

County of San Benito
Public Works Department
ATTN: Arman Nazemi
2301 Technology Parkway
Hollister, CA 95023

APNs: 021-280-008 (portion)

Space Above This Line for Recorder's Use

APN: 021-280-008

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest

hereby grant(s) to the COUNTY OF SAN BENITO

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED:

Date: _____

Maria E. Agredano

Date: _____

David Agredano

Date: _____

Salvador Agredano, Jr.

Date: _____

Maria A. Garcia

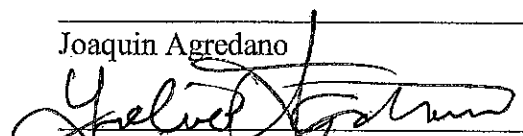
Date: _____

Jose Antonio Agredano

Date: _____

Joaquin Agredano

Date: 05-24-16


Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of San Benito

On 5/29/2016 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared Federico Agredano
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

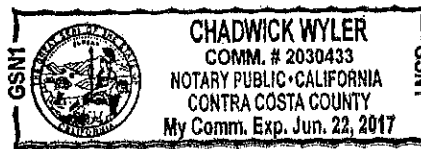
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

(Government Agency is exempt from County transfer tax)

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORD:

GRANTEE:

This is to certify that the interest in real property conveyed by the deed or easement grant from Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest, Grantor(s), to the County of San Benito, a political subdivision of the State of California, is hereby accepted by order of the San Benito County Board of Supervisors on June 14, 2016, pursuant to authority conferred by resolution of the board of supervisors, Resolution No. 2016- adopted on June 14, 2016, and the grantee consents to recordation thereof by its duly authorized officer.

ACCEPTED:

San Benito County Board of Supervisors

By: _____

Robert Rivas, Chair

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

Date: June 1, 2016

EXHIBIT "A"

LEGAL DESCRIPTION FOR A PUBLIC STREET DEDICATION

All that real property situated in the County of San Benito, State of California, being a portion of the lands described in the document recorded December 21, 2004 as Document 2004-0023021, Official Records of San Benito County, California, more particularly described as follows:

Commencing at the northwest corner of said lands, said point also being on the southeasterly line of Cienega Road; thence along said southeasterly line, N60°24'10"E, a distance of 394.90 feet to the **Point of Beginning**; thence continuing along said southeasterly line, N60°24'10"E, a distance of 50.50 feet to an angle point on the southerly line of Cienega Road; thence along the southwesterly line of Cienega Road, S52°22'25"E, a distance of 33.56 feet; thence leaving said southwesterly line, S86°23'18"W, a distance of 70.63 feet to the **Point of Beginning**.

Containing 781 square feet, more or less.
As shown on the Plat attached hereto, and made a part hereof.

END OF DESCRIPTION.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Bryan Pierce 01/15/2015
Bryan Pierce, PLS 8859 Date
Expires: 12/31/2015



BENSON
021-090-013
2007-000977

GONZALEZ
021-090-007
2004-017906

CIENEGA ROAD RIGHT-OF-WAY
DEDICATION (FEE) ±781 SF

SAN BENITO
COUNTY
021-100-017

CIENEGA ROAD N60°24'10"E 50.50'
N60°24'10"E 394.90'

AGREDANO POB
021-280-008
2004-0023021
N86°23'18"E 70.63'

OLD RIGHT-OF-WAY
N52°22'25"W 33.56'

CITIBANK
021-280-007
2008-0007755

EXISTING UNION ROAD
PROPOSED UNION ROAD

CIENEGA ROAD

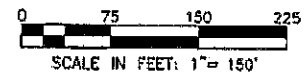
AGREDANO
021-280-008
2004-0023021

ANDRADE
021-280-010
2005-014531

HOLLISTER
SCHOOL DIST
021-100-012
1977-000442

ENZ
021-280-011
2005-016458

EXHIBIT "B"



CIENEGA ROAD
RIGHT-OF-WAY DEDICATION

AGREDANO PROPERTY

APN: 021-280-008

SAN BENITO COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE:
1" = 150'

DATE:
01-15-2015

JOB NO.:
092003

Attachment 5

(Permanent Slope Easement on APN 021-280-008)

County of San Benito

APNS: 021-280-008 (portion)

(SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE)

SLOPE EASEMENT DEED

hereby GRANT(S) to County of San Benito (COUNTY), a permanent easement for the purpose of lateral support for an embankment slope and the right and privilege to maintain said embankment slope, as the COUNTY may see fit, inclusive of all necessary fences, protective barriers and fixtures for use in connection therewith or appurtenant thereto, as well as the privilege and right to plant and maintain grass, plants and trees on said slope for the protection and beautification of same, in, under, over, along, upon and across said easement described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the parties hereto have entered into this Slope Easement Deed as of this:


Date: 7/31/2015

Drene Agredano P.O. A for
Maria E. Agredano
Maria E. Agredano

Date: _____

David Agredano

Date: 7-21-2015

David Agredano

 Salvador Agredano, Jr.

Date: _____

Maria A. Garcia

Date: _____

Jose Antonio Agredano

Date: _____

Joaquin Agredano

Date: _____

Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of San Benito

On 7/21/2015 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared Irme Agredano and Salvador Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

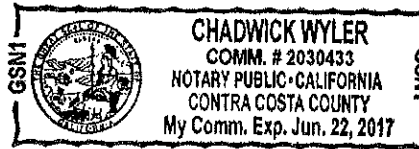
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Government Agency is exempt from County transfer tax)

Recording Requested by: County of San Benito and When Recorded, Mail To: County of San Benito Public Works Department ATTN: Arman Nazemi 2301 Technology Parkway Hollister, CA 95023 APNS: 021-280-008 (portion)	 (SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE)
--	--

Exempt from recording fees per government code

SLOPE EASEMENT DEED

Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest

hereby GRANT(S) to County of San Benito (COUNTY), a permanent easement for the purpose of lateral support for an embankment slope and the right and privilege to maintain said embankment slope, as the COUNTY may see fit, inclusive of all necessary fences, protective barriers and fixtures for use in connection therewith or appurtenant thereto, as well as the privilege and right to plant and maintain grass, plants and trees on said slope for the protection and beautification of same, in, under, over, along, upon and across said easement described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the parties hereto have entered into this Slope Easement Deed as of this:

Date: _____

Maria E. Agredano

Date: 08-10-15

David Agredano

Date: _____

Salvador Agredano, Jr.

Date: _____

Maria A. Garcia

Date: _____

Jose Antonio Agredano

Date: _____

Joaquin Agredano

Date: _____

Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On August 10th, 2015 before me, Kerry Cooper, Notary Public
(insert name and title of the officer)

personally appeared DAVID Agredano
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

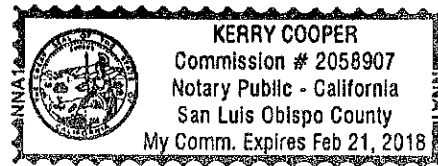
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Government Agency is exempt from County transfer tax)

Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of San Benito

On 7/21/2015 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared Maria A. Garcia
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

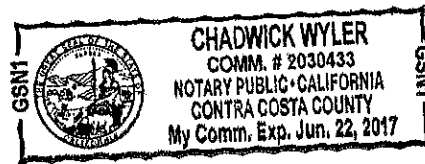
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Government Agency is exempt from County transfer tax)

(SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE)

Exempt from recording fees per government code

SLOPE EASEMENT DEED

Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest

hereby GRANT(S) to County of San Benito (COUNTY), a permanent easement for the purpose of lateral support for an embankment slope and the right and privilege to maintain said embankment slope, as the COUNTY may see fit, inclusive of all necessary fences, protective barriers and fixtures for use in connection therewith or appurtenant thereto, as well as the privilege and right to plant and maintain grass, plants and trees on said slope for the protection and beautification of same, in, under, over, along, upon and across said easement described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the parties hereto have entered into this Slope Easement Deed as of this:

Date: _____

Maria E. Agredano

Date: _____

David Agredano

Date: _____

Salvador Agredano, Jr.

Date: _____

Maria A. Garcia

Date: 7-21-15

Jose Antonio Agredano

Date:

Joaquin Agredano

Date: _____

Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of San Benito

On 7/21/2015 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared Jose Antonio Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

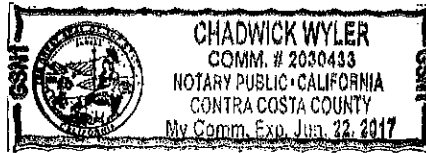
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

(Government Agency is exempt from County transfer tax)

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of Texas

County of Bexar

On July 23, 2015 before me, Marie April Mendez Notary Public
(insert name and title of the officer)

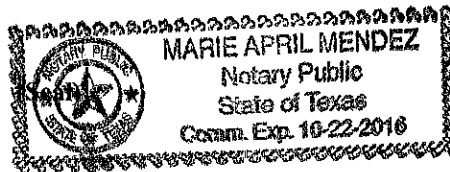
personally appeared Joaguin Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Signature

[Handwritten Signature]



MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Government Agency is exempt from County transfer tax)


Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of Solano

On 5/24/2016 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared Federico Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

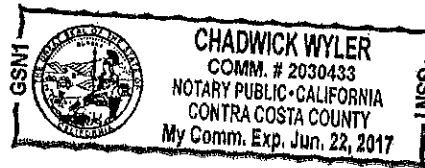
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Government Agency is exempt from County transfer tax)

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORD:

GRANTEE:

This is to certify that the interest in real property conveyed by the deed or easement grant from Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest, Grantor(s), to the County of San Benito, a political subdivision of the State of California, is hereby accepted by order of the San Benito County Board of Supervisors on June 14, 2016, pursuant to authority conferred by resolution of the board of supervisors, Resolution No. 2016- adopted on June 14, 2016, and the grantee consents to recordation thereof by its duly authorized officer.

ACCEPTED:

San Benito County Board of Supervisors

By: _____

Robert Rivas, Chair

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

Date: June 1, 2016

EXHIBIT "A"

LEGAL DESCRIPTION FOR A SLOPE EASEMENT

All that real property situated in the County of San Benito, State of California, being a portion of the lands described in the document recorded December 21, 2004 as Document 2004-0023021, Official Records of San Benito County, California, more particularly described as follows:

Commencing at the northwest corner of said lands, said point also being on the southeasterly line of Cienega Road; thence along the southwest line of said lands, S61°51'32"E, a distance of 208.15 feet; thence leaving said southwest line, N58°18'08"E, a distance of 22.44 feet to the **Point of Beginning**; thence N19°59'37"E, a distance of 7.57 feet; thence N56°53'20"E, a distance of 83.69 feet; thence S49°51'54"W, a distance of 46.07 feet; thence S58°18'08"W, a distance of 44.04 feet to the **Point of Beginning**.

Containing 339 square feet, more or less.
As shown on the Plat attached hereto, and made a part hereof.

END OF DESCRIPTION.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Bryan Pierce 01/15/2015
Bryan Pierce, PLS 8859 Date
Expires: 12/31/2015



BENSON
021-090-013
2007-000977

GONZALEZ
021-090-007
2004-017906

SAN BENITO
COUNTY
021-100-017

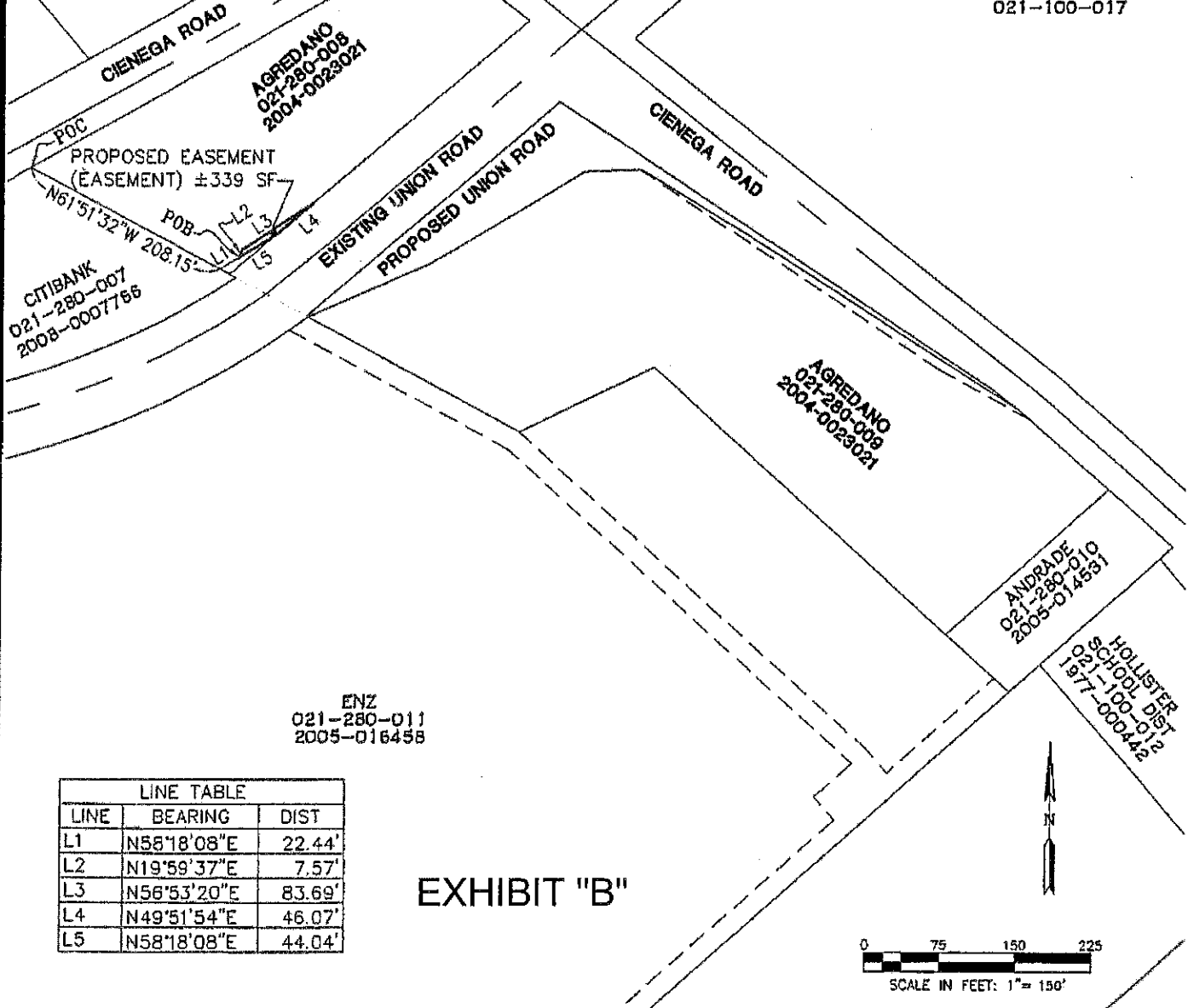


EXHIBIT "B"

PROPOSED EASEMENT
NORTH OF UNION ROAD

AGREDANO PROPERTY

APN: 021-280-008

SAN BENITO COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE:
1" = 150'

DATE:
01-15-2015

JOB NO.:
092003

Attachment 6

(Grant Deed for right-of-way on APN 021-280-009)

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

and When Recorded, Mail To:

County of San Benito
Public Works Department
ATTN: Arman Nazemi
2301 Technology Parkway
Hollister, CA 95023

APNs: 021-280-009 (portion)

Space Above This Line for Recorder's Use

APN: 021-280-009

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest

hereby grant(s) to the COUNTY OF SAN BENITO

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED: *Don Agredano P.O. A. for*

Date: 7/21/2015

Maria E. Agredano
Maria E. Agredano

Date: _____

David Agredano
Salvador Agredano Jr.
Salvador Agredano, Jr.

Date: 7-21-2015

Date: _____

Maria A. Garcia

Date: _____

Jose Antonio Agredano

Date: _____

Joaquin Agredano

Date: _____

Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of San Benito

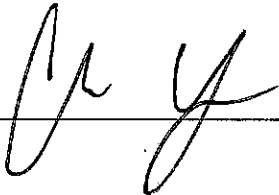
On 7/21/2015 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared Irene Agredano and Salvador Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

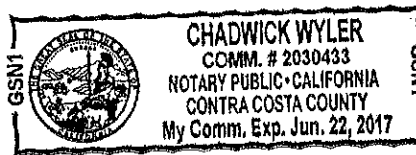
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Government Agency is exempt from County transfer tax)

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

and When Recorded, Mail To:

County of San Benito
Public Works Department
ATTN: Arman Nazemi
2301 Technology Parkway
Hollister, CA 95023

APNs: 021-280-009 (portion)

Space Above This Line for Recorder's Use

APN: 021-280-009

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest

hereby grant(s) to the **COUNTY OF SAN BENITO**

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED:

Date: _____

Date: 08-10-15

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Maria E. Agredano

David Agredano

Salvador Agredano, Jr.

Maria A. Garcia

Jose Antonio Agredano

Joaquin Agredano

Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of San Luis Obispo

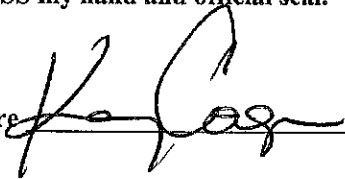
On August 10th, 2015 before me, Kerry Cooper, Notary Public
(insert name and title of the officer)

personally appeared DAVID Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

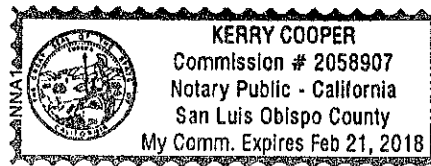
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Government Agency is exempt from County transfer tax)

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

and When Recorded, Mail To:

County of San Benito
Public Works Department
ATTN: Arman Nazemi
2301 Technology Parkway
Hollister, CA 95023

APNs: 021-280-009 (portion)

Space Above This Line for Recorder's Use

APN: 021-280-009

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest

hereby grant(s) to the COUNTY OF SAN BENITO

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED:

Date: _____

Maria E. Agredano

Date: _____

David Agredano

Date: _____

Salvador Agredano, Jr.

Date: 7-21-15

Maria A. Garcia

Maria A. Garcia

Date: _____

Jose Antonio Agredano

Date: _____

Joaquin Agredano

Date: _____

Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of San Benito

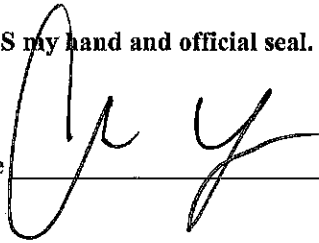
On 7/21/2015 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared Maria A. Garcia,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

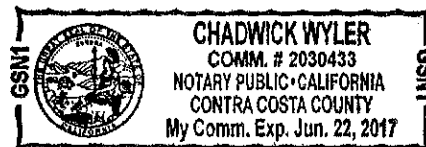
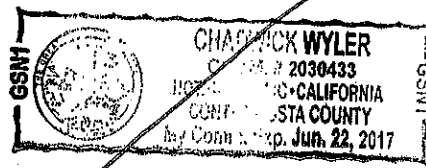
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Government Agency is exempt from County transfer tax)

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

and When Recorded, Mail To:

County of San Benito
Public Works Department
ATTN: Arman Nazemi
2301 Technology Parkway
Hollister, CA 95023

APNs: 021-280-009 (portion)

Space Above This Line for Recorder's Use

APN: 021-280-009

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest

hereby grant(s) to the **COUNTY OF SAN BENITO**

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED:

Date: _____

Maria E. Agredano

Date: _____

David Agredano

Date: _____

Salvador Agredano, Jr.

Date: _____

Maria A. Garcia

Date: ^{JA} 7-21-15

Jose Antonio Agredano
Jose Antonio Agredano

Date: _____

Joaquin Agredano

Date: _____

Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of San Benito

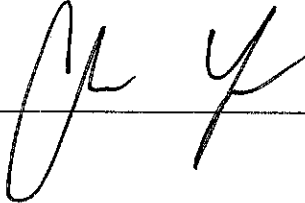
On 7/21/2015 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared José Antonio Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

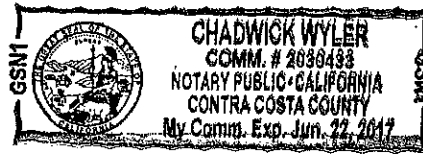
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Government Agency is exempt from County transfer tax)

RECORD WITHOUT FEE UNDER SECTION 6103
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ATTN: Arman Nazemi
2301 Technology Parkway
Hollister, CA 95023

APNs: 021-280-009 (portion)

Space Above This Line for Recorder's Use

APN: 021-280-009

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest

hereby grant(s) to the **COUNTY OF SAN BENITO**

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED:

Date: _____

Maria E. Agredano

Date: _____

David Agredano

Date: _____

Salvador Agredano, Jr.

Date: _____

Maria A. Garcia

Date: _____

Jose Antonio Agredano

Date: 7-23-15



Joaquin Agredano

Date: _____

Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of Texas

County of Bexar

On July 23, 2015 before me, Marie April Mender Notary Public
(insert name and title of the officer)

personally appeared Joaquin Agredano,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. C. S. (Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Government Agency is exempt from County transfer tax)

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

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ATTN: Arman Nazemi
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APNs: 021-280-009 (portion)

Space Above This Line for Recorder's Use

APN: 021-280-009

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest

hereby grant(s) to the COUNTY OF SAN BENITO

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED:

Date: _____

Maria E. Agredano

Date: _____

David Agredano

Date: _____

Salvador Agredano, Jr.

Date: _____

Maria A. Garcia

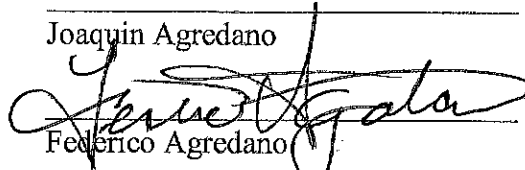
Date: _____

Jose Antonio Agredano

Date: _____

Joaquin Agredano

Date: 05-24-16



Federico Agredano

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of Solano

On 5/29/2016 before me, Chadwick Wyler - Notary Public
(insert name and title of the officer)

personally appeared Federica Agredano
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

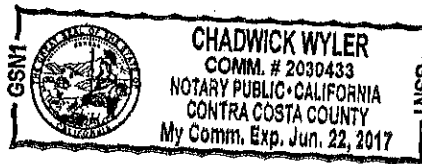
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Government Agency is exempt from County transfer tax)

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORD:

GRANTEE:

This is to certify that the interest in real property conveyed by the deed or easement grant from Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest, Grantor(s), to the County of San Benito, a political subdivision of the State of California, is hereby accepted by order of the San Benito County Board of Supervisors on June 14, 2016, pursuant to authority conferred by resolution of the board of supervisors, Resolution No. 2016- adopted on June 14, 2016, and the grantee consents to recordation thereof by its duly authorized officer.

ACCEPTED:

San Benito County Board of Supervisors

By: _____

Robert Rivas, Chair

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy

Shirley L. Murphy, Deputy County Counsel

Date: June 1, 2016

EXHIBIT "A"

LEGAL DESCRIPTION FOR A PUBLIC STREET DEDICATION

All that real property situated in the County of San Benito, State of California, being a portion of the lands described in the document recorded December 21, 2004 as Document 2004-0023021, Official Records of San Benito County, California, more particularly described as follows:

Commencing at the northwest corner of said lands, said point also being on the southeasterly line of Cienega Road; thence along the southwest line of said lands, S61°51'32"E, a distance of 304.77 feet to the Point of Beginning; thence along the southeasterly line of Union Road, N49°51'54"E, a distance of 323.86 feet to the southwesterly line of Cienega Road; thence along said southwesterly line, S57°17'15"E, a distance of 513.00 feet; thence continuing along said southwesterly line, S52°22'25"E, a distance of 31.00 feet; thence leaving said southwesterly line, N57°58'41"W, a distance of 317.17 feet; thence N59°22'35"W, a distance of 123.00 feet; thence S88°01'34"W, a distance of 55.75 feet; thence S59°19'41"W, a distance of 176.64 feet; thence S66°27'28"W, a distance of 130.74 feet to the southwest line of said lands; thence along said southwest line, N61°51'32"W, a distance of 1.75 feet to the Point of Beginning.

Containing 17,613 square feet, more or less.

As shown on the Plat attached hereto, and made a part hereof.

END OF DESCRIPTION.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Bryan Pierce 01/15/2015
Bryan Pierce, PLS 8859 Date
Expires: 12/31/2015



BENSON
021-090-013
2007-000977

GONZALEZ
021-090-007
2004-017906

SAN BENITO
COUNTY
021-100-017

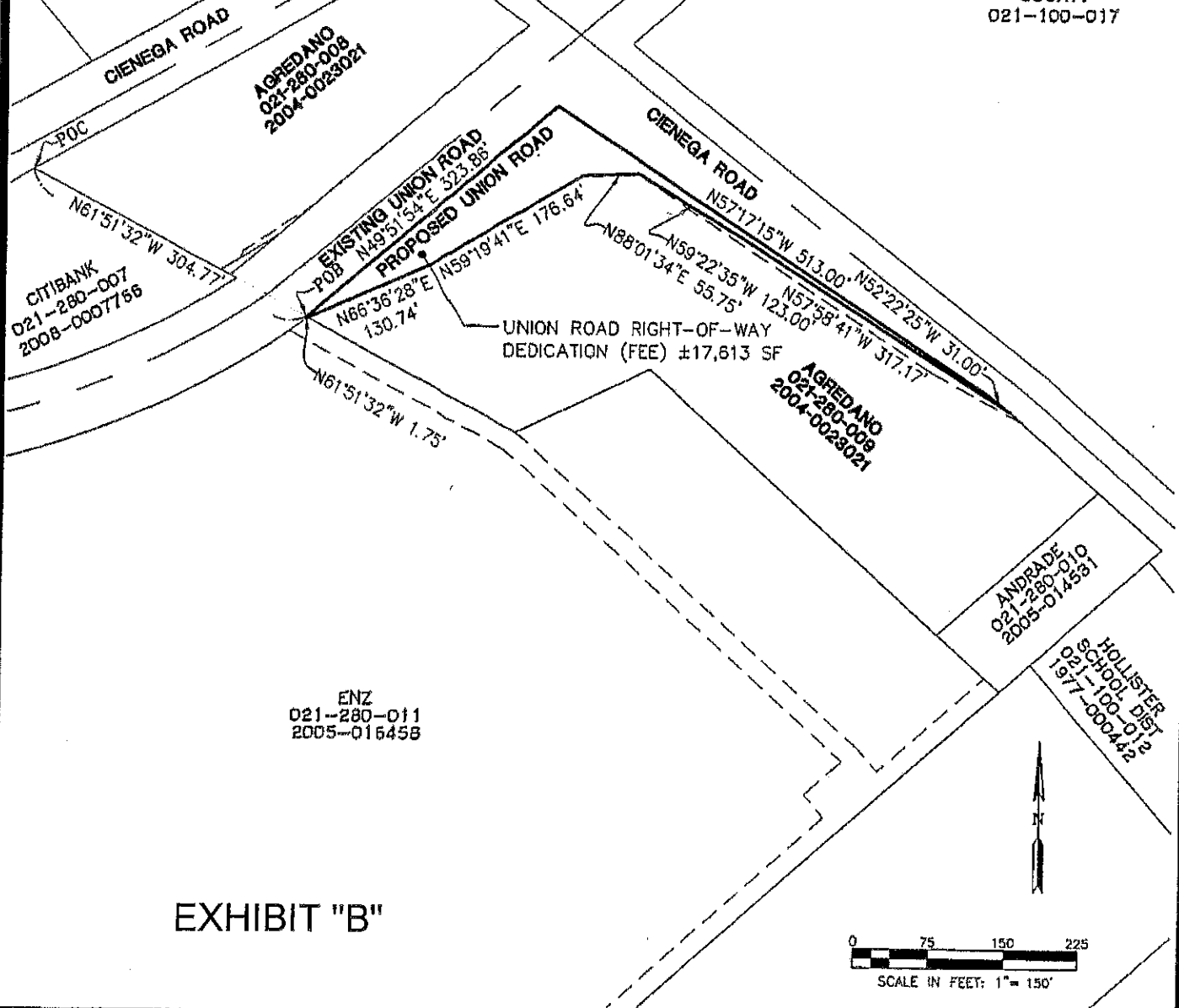


EXHIBIT "B"

UNION ROAD
RIGHT-OF-WAY DEDICATION

AGREDANO PROPERTY

APN: 021-280-009

SAN BENITO COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE:
1" = 150'

DATE:
01-15-2015

JOB NO.:
092003