# BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

.1.	DISTORES THE BOTTED OF SOIL ERVISORS, COUNTY OF SAIN BENITO
2	A RESOLUTION OF THE SAN BENITO COUNTY ) Resolution No. 2016
3	BOARD OF SUPERVISORS TO APPROVE ) PROPERTY PURCHASE AGREEMENTS AND )
4	ACCEPT GRANT DEEDS AND EASEMENT )
5	GRANTS FOR THE PURCHASE OF REAL )
6	PROPERTY FOR ROAD RIGHT-OF-WAY FOR THE )
7	UNION ROAD BRIDGE PROJECT, AND TO   AUTHORIZE PAYMENT FOR SUCH PURCHASE   )
8	
9	WHEREAS, the San Benito County Board of Supervisors previously approved the Union Road Bridge project; and
10	
1.1	WHEREAS, in order to proceed with the Union Road Bridge project, the County first must acquire certain property rights to private property; and
12	WINTER TAS the property overses Marie E Aguadana Cominina Consessa de la
13	WHEREAS, the property owners, Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest; David Agredano, Salvador Agredano, Jr., Maria A. Garcia,
14	Jose Antonio Agredano, Joaquin Agredano and Federico Agredano, each as to an
1.5	undivided one-ninth interest ("Grantors"), executed Property Purchase Agreements, grant deeds and an associated permanent easement over land described therein, in favor of the
1.6	County of San Benito, a political subdivision of the State of California ("County"), copies
17	of which are attached hereto and incorporated herein by reference as Attachment 1 (Property Purchase Agreement - APN 021-280-008), Attachment 2 (Property Purchase
18	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),
1.9	Attachment 5 (Permanent Slope Easement on APN 021-280-008), and Attachment 6
20	(Grant Deed for right-of-way on APN 021-280-009); and
21	WHEREAS, the San Benito County Resource Management Agency obtained an appraisal of the fair market value of the property rights to be granted; and
22	and the property and the property and
23	WHEREAS, a copy of the appraisal summary was presented to the Grantor; and
24	WHEREAS, the Grantors executed the Property Purchase Agreements, grant deeds and
25	easement grant, on the condition that the County pay fair market value as established in the appraisal; and
26	TATTEDE A C.
27	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
28	

1	W.T.E	REAS, the San Denito County Board of Supervisors nereby finds as follows:
2	(a)	public necessity and convenience require the acquisition of {check any of the following that apply:}
4		☐ fee simple title(s) for a road right-of-way
5		<ul> <li>□ permanent easement(s) for drainage purposes</li> <li>□ permanent easement(s) for purposes of lateral support for an embankment slope</li> </ul>
6		and maintenance of said slope
7		□ permanent easement(s) authorizing access for maintenance of {check any of the following that apply:}
8		☐ the road right-of-way and associated appurtenances
9		<ul> <li>□ the drainage facilities and associated appurtenances</li> <li>□ the slope adjoining the road right-of-way</li> </ul>
10		☐ permanent easement(s) for purposes ☐ temporary construction easement(s)
11		temporary construction easement(s)
12		for the Union Road Bridge project and that acceptance of these property interests
1.3		would advance, benefit, protect and serve the County's best interests, because they are necessary for proper construction and maintenance of a public highway for road
14		purposes;
1.5 1.6	(b)	the value estimate in the Property Purchase Agreements (Attachments 1 and 2) reflects the fair market value for the property rights granted; and
17	(c)	the Grantor is entitled to payment of fair market value for the property rights granted, in the amounts established in such value estimate and the Grantor requests such payment.
19	NIOXA	THEREFORE DE LE DECOLVED de la Company Company Company
20	NOW THEREFORE BE IT RESOLVED that the San Benito County Board of Supervisors hereby approves the Property Purchase Agreements reflected in Attachments 1 and 2, and accepts the grant deeds and grant of permanent easement reflected in Attachments 3 through 6 for and on behalf of the County of San Benito; and	
21		
22		
23		FURTHER RESOLVED that the San Benito County Board of Supervisors authorizes ent to those Grantors who have requested payment of fair market value for the
24	prope	rty rights granted, as reflected in the Property Purchase Agreements (Attachments 1
25	and 2)	from Budget Unit 2102-695; and
26		FURTHER RESOLVED that the Chair of the San Benito County Board of visors is hereby authorized and directed to execute the Property Purchase
27		ments reflected in <b>Attachments 1 and 2</b> and the certifications of acceptance and
20	1	

1	6, for and on behalf of the County of San Benito; and		
3	BE IT FURTHER RESOLVED that the San Benito County Board of Supervisors hereb		
4		lanagement Agency Director to transmit the fully nt reflected in <b>Attachments 3 through 6</b> to the San	
5	Benito Cour		
6	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		
7			
8			
9	PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF		
10	SAN BENITO THIS 14th DAY OF JUNE, 2016 BY THE FOLLOWING VOTE:		
11	Ayes:	Supervisor(s):	
12	Noes: Supervisor(s): Absent: Supervisor(s):		
13	Abstain:	Supervisor(s):	
14			
15			By: Robert Rivas, Chair
16			
17	ATTEST: Louie Valdez, Clerk of the Board		APPROVED AS TO LEGAL FORM: San Benito County Counsel's Office
18 19			
20	By: Date:		By: Shirley J. Mushy Shirley L. Murphy, Deputy County Counsel Date: 4 Line 6 2016
21			Shirley L. Murphy, Deputy County Counsel  Date: 4 CO16
22			
23			
24			
25			
26			
27			

28

# Attachment 1 (Property Purchase Agreement – APN 021-280-008)

GRANTOR: AGREDANO
PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

# 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.

GRANTOR: AGREDANO APN: 021-280-008 (PORTION)

PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

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

GRANTOR: AGREDANO APN: 021-280-008 (PORTION)

PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

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

APN: 021-280-008 (PORTION)

GRANTOR: AGREDANO
PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

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. <u>Counterparts Signature</u>

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.

PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

APN: 021-280-008 (PORTION)

Agredano, Joaquin Agredano and Federico Agredano, each as to an undivided one-ninth interest Date: 04 - 78 - 9015 Maria E. Agredano Date: 04-28-15 David Agredano Date: 04-28-2015 Salvador Agredano, Jr. By: Date: Maria A. Garcia Incluse Date: 64-28-15 José Antonio Agredano By: \_\_\_\_\_ Date: \_\_\_\_ Joaquin Agredano By: \_\_\_\_ Date: \_\_\_\_\_ Federico Agredano COUNTY OF SAN BENITO BOARD OF SUPERVISORS, Date: \_\_\_\_\_ Jerry Muenzer Robert Rivas Chair Approved as to Form: San Benito County Counsel's Of

GRANTOR: Maria E. Agredano, Surviving Spouse, as to an undivided one-third interest;

David Agredano, Salvador Agredano, Jr., Maria A. Garcia, Jose Antonio

PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

APN: 021-280-008 (PORTION)

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		
Ву:	Date:	
David Agredano		
Ву:	Date:	
Salvador Agredano, Jr.		
By: Danie a Lani	Date: 6-4-15	
Maria A. Garcia		
Ву:	Date:	
Jose Antonio Agredano		
Ву:	Date:	
Joaquin Agredano		
By:	Date:	
Federico Agredano	ı	
COUNTY OF SAN BENITO BOARD OF SUPERVISORS,		
By:	Date:	
Approved as to Form: San Benito County Counsel's Office  By: Shirly J. Murphy 6/1/16  Title: Deputy County Counsel		

PROJECT: Union Road Bridge Replacement Project

APN: 021-280-008 (PORTION)

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		
Ву:	Date:	
Salvador Agredano, Jr.		
Ву:	Date:	
Maria A. Garcia		
Ву:	Date:	
Jose Antonio Agredano		
By: Joaquin Agredano  Joaquin Agredano	Date: <u>7-23-15</u>	
Joaquin Agredano		
Ву:	Date:	
Federico Agredano		
COUNTY OF SAN BENITO BOARD OF SUPERVISORS,		
By:	Date:	
Approved as to Form: San Benito County Counsel's Office. By: Shirty J. Murphy 6/1/16		
Title: Olputy County Counsel		

GRANTOR: AGREDANO
PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

APN: 021-280-008 (PORTION)

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

Ву:	Date:	
Maria E. Agredano		
Ву:	Date:	
David Agredano		
Ву:	Date:	
Salvador Agredano, Jr.		
Ву:	Date:	
Maria A. Garcia		
Ву:	Date:	
Jose Antonio Agredano		
Ву:	Date:	
Joaquin Agredano		
By seduco for ater	Date: <u>05-24-16</u>	
Federico Agredano		
COUNTY OF CAN PENITO DO ADD OF C		
COUNTY OF SAN BENITO BOARD OF S	UPERVISORS,	
By: Jenry Muenzer Robert Rivas	Date:	
Chair		
Approved as to Form: San Benito County Counsel's Office		
By: Shirley J. Murphy	6/1/16	
Title: Olputy County Counsel		

# **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.

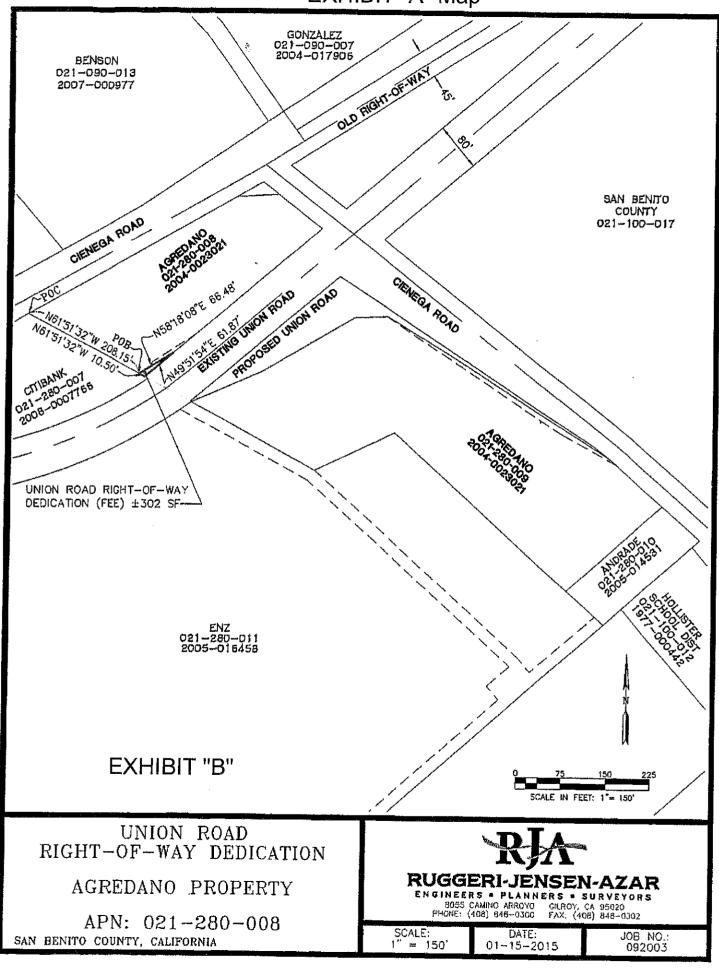
Bryan Pierce, PLS 8859

Expires: 12/31/2015

LAND SURLEY PIERCE No. 8859

BRYAN

**EXHIBIT "A" Map** 



# 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, PLS 8859

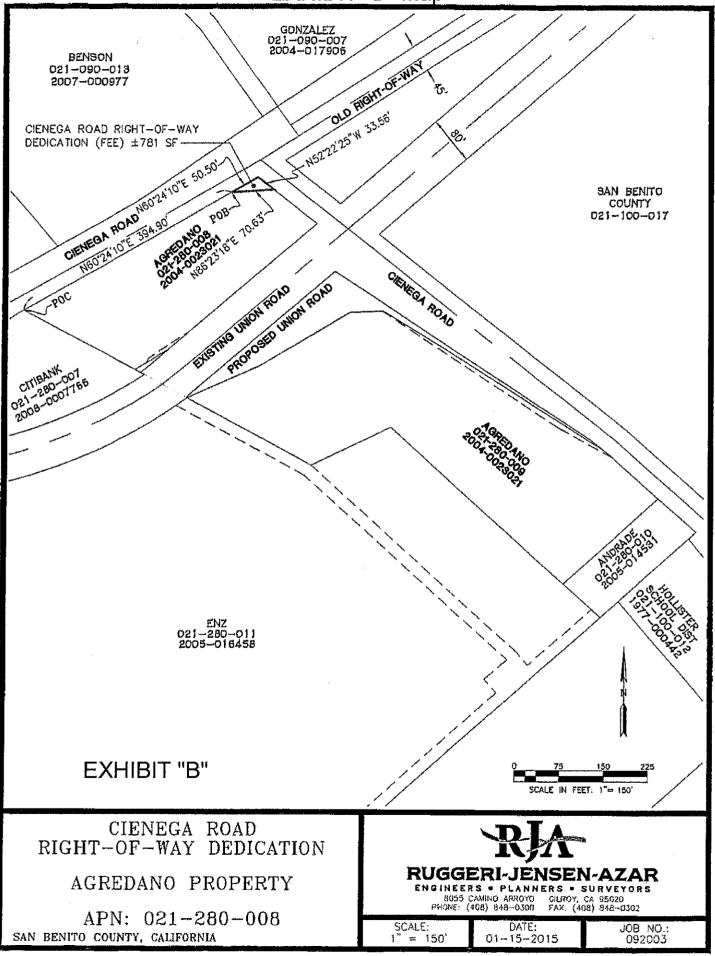
Expires: 12/31/2015

Date

STATE OF CALIFORN

PIERCE

EXHIBIT "B" Map



# 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, PLS 8859

Expires: 12/31/2015

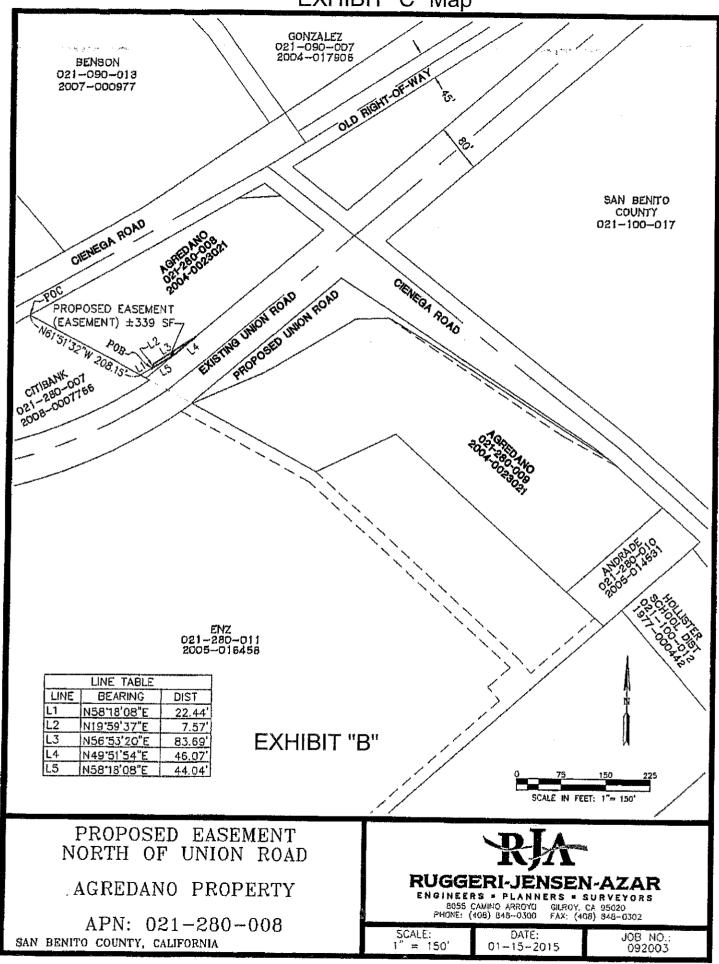
Date

BRYAN
PIERCE

No. 8859

THO CALIFO

EXHIBIT "C" Map



# EXHIBIT "D"

# LEGAL DESCRIPTION FOR A CONSTUCTION 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.

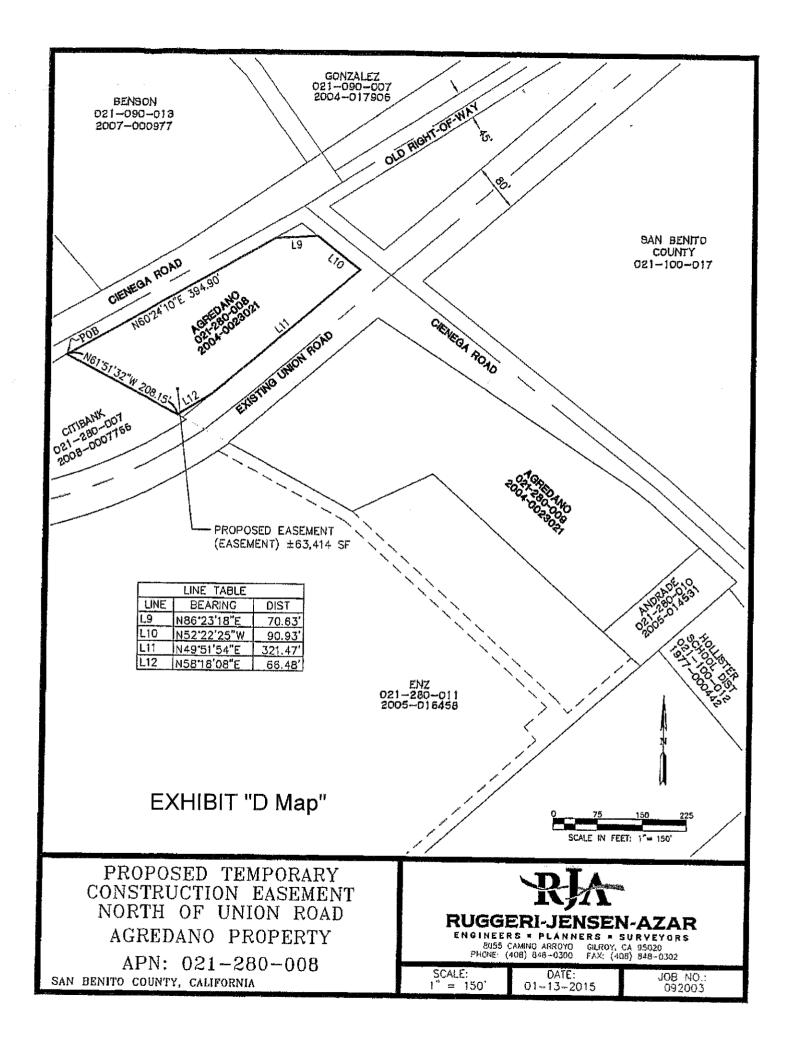
01/15/2015

Bryan Pierce, PLS 8859

Expires: 12/31/2015

Date

OF CALIFORNIE



# Attachment 2 (Property Purchase Agreement – APN 021-280-009)

PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

# **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.

GRANTOR: AGREDANO APN: 021-280-009 (PORTION)

PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

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. <u>Temporary Construction Easement</u>

- 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.

PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

# 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

PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

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.)

APN: 021-280-009 (PORTION)

PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

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 Dreng agredano 1. O.A por By: Maria Es. agredano Date: 04-38-3016 Maria E. Agredano David Agredano Date: 04-28-2015 Salvador Agredano, Ju Maria A. Garcia Date: 04-28-15 José Antonio Agredano By: \_\_\_\_\_ Date: Joaquin Agredano By: Date: \_\_\_\_\_ Federico Agredano COUNTY OF SAN BENITO BOARD OF SUPERVISORS, By: Date: <del>Jerry Muenzer</del> Robert Rivas Chair Approved as to Form: San Benito County Counsel's Office NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

APN: 021-280-009 (PORTION)

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			
Ву:	Date:		
David Agredano			
By:	Date:		
Salvador Agredano, Jr.			
By: Daris G. Jarai	Date: 6-4-15		
Maria A. Garcia			
Ву:	Date:		
Jose Antonio Agredano			
Ву:	Date:		
Joaquin Agredano			
Ву:	Date:		
Federico Agredano			
COUNTY OF SAN BENITO BOARD OF SUPERVISORS,			
By:	Date:		
Approved as to Form: San Benito County Counsel's office By: Shirly J. Murphy 6/1/16 Title: Deputy County Counsel			

PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

APN: 021-280-009 (PORTION)

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

Ву:	Date:	
Maria E. Agredano		
Ву:	Date:	
David Agredano		
Ву:	Date:	
Salvador Agredano, Jr.		
Ву:	Date:	
Maria A. Garcia		
Ву:	Date:	
Jose Antonio Agredano		
By: Joseph Jones	Date: 7-23-/5	
Joaquin Agrédano		
Ву:	Date:	
Federico Agredano		
COUNTY OF SAN BENITO BOARD OF SUPERVISORS,		
By: <del>Jerry Muenzer Robert Rivas</del> Chair	Date:	
Approved as to Form: San Beni to County Counsel's Office By: Shirly J. Murphy 6/1/16 Title: Veputy County Counsel		

GRANTOR: AGREDANO APN: 021-280-009 (PORTION)

PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

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

Ву:	Date:	
Maria E. Agredano		
By:	Date:	
David Agredano		
Ву:	Date:	
Salvador Agredano, Jr.		
Ву:	Date:	
Maria A. Garcia		
By:	Date:	
Jose Antonio Agredano		
Ву:	Date:	
Joaquin Agredano  By: Federico Agredano	Date: 05-24-4e	
redence Agredano		
COUNTY OF SAN BENITO BOARD OF S	SUPERVISORS,	
By:	Date:	
Approved as to Form: San Benito County Counsel's Office By: Shirley J. Murphy 6/1/16 Title: Olputy County Counsel		

# **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.

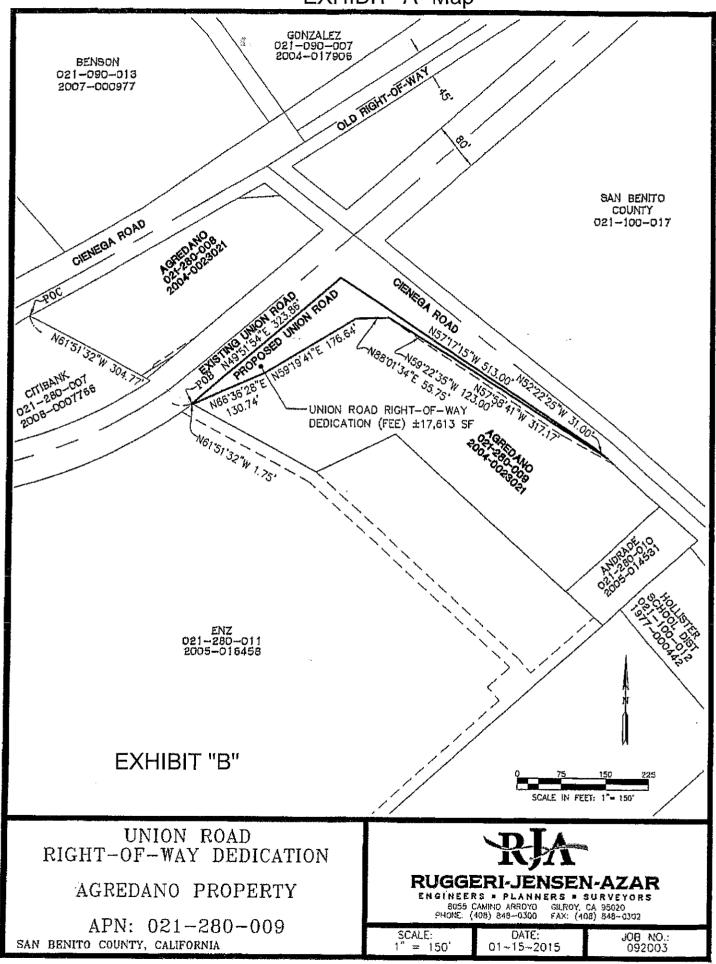
No. 8859

Bryan Pierce, PLS 8859

Expires: 12/31/2015

Date

EXHIBIT "A" Map



# 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.

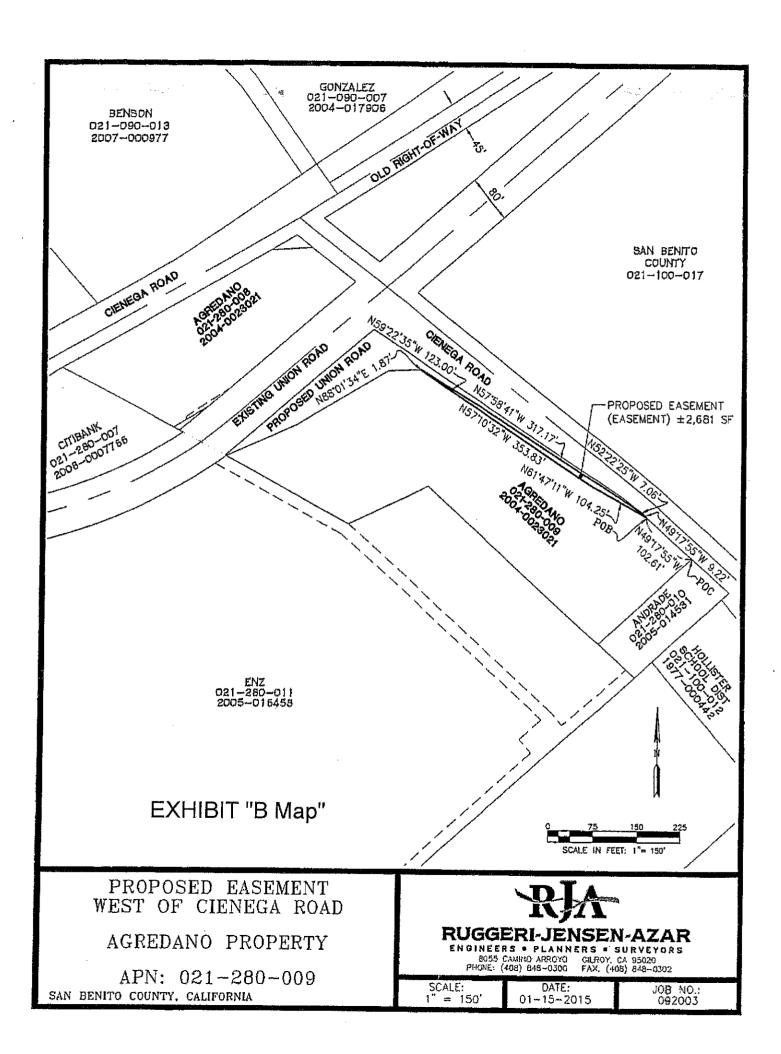
This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Bryan Pierce, PLS 8859

Expires: 12/31/2015

Date

01/15/2015



# 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.

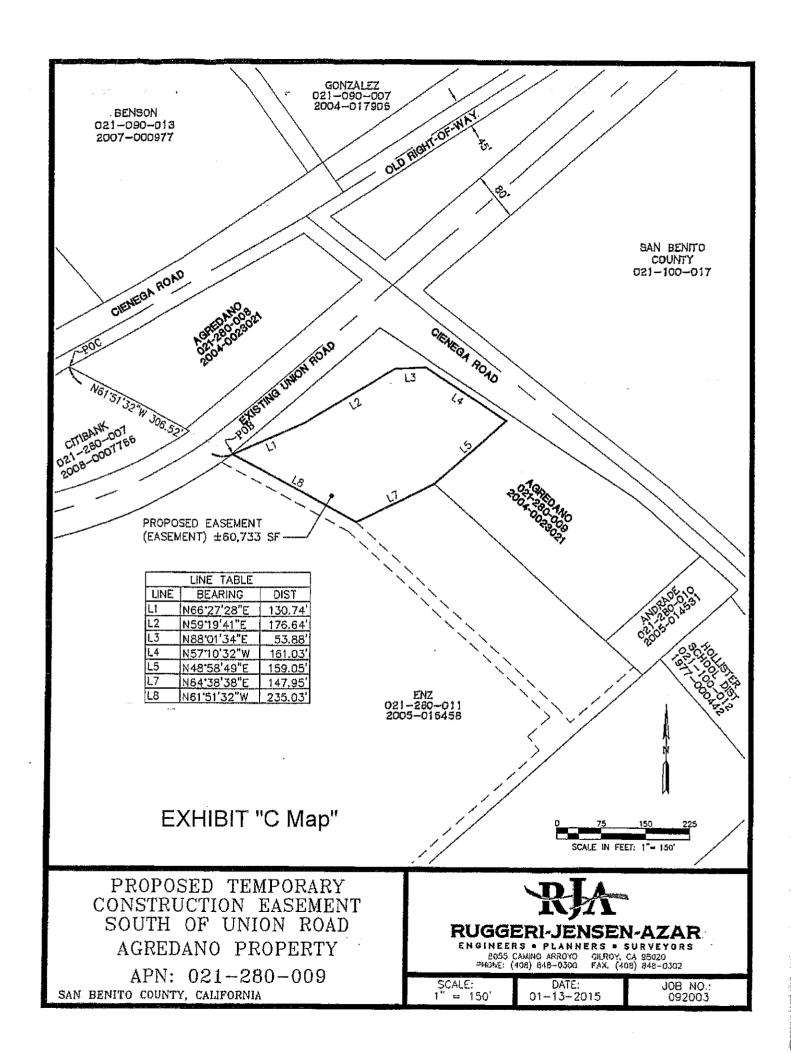
This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Bryan Pierce, PLS 8859

Expires: 12/31/2015

01/15/2015 Date

> PIERCE No. 8859



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

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: <u>021-280-008</u>
GRA	ANT DEED
FOR VALUABLE CONSIDERATION, receipt of w	hich is hereby acknowledged.
Maria E. Agredano, Surviving Spouse, as to an u	ndivided one-third interest; David Agredano, Salvador redano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENITO	
the real property more particularly described in Exhib	bits "A" and "B" attached hereto and made a part hereof.
Date: 7/41/3015	SIGNED: Dune Agridano P.o. A Ra Maria E. Agredano Maria E. Agredano
Date:	
	David Agredano
Date: 7-21-2015	Salvador Agrédano, r.
Date:	
	Maria A. Garcia
Date:	
	Jose Antonio Agredano
Date:	
	Joaquin Agredano
Date:	
	Federico Agredano

**ACKNOWLEDGMENT** 

State of California					
County of San Benito					
on 7/21/2015	_ before me,	Chadwick	Wyler	-Notan	Pablic
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I certify under PENALTY OF PER paragraph is true and correct.	JURY under the	e laws of the State	of California tha	at the foregoing	
WITNESS my hand and official sea	i.		CHADW	IICK WYLER	

Signature

(Seal)

CHADWICK WYLER
COMM. # 2030433
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Exp. Jun. 22, 2017

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: <u>021-280-008</u>
GI	RANT 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 gredano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENIT	0
	hibits "A" and "B" attached hereto and made a part hereof.
and your proposity more particularly described in Exi	mons A and B attached hereto and made a part hereof.
	SIGNED:
Date: 08	
Date: <u>08-10-15</u>	Maria E. Agredano
	David Agredano
Date:	
	Salvador Agredano, Jr.
Date:	
	Maria A. Garcia
Date:	T
	Jose Antonio Agredano
Date:	Joaquin Agredano
Onto	vonquin 1 igroudito
Date:	Federico Agredano
,	

ACKNOWLEDGIVIEN	
State of California County of San Luis Obispo	
on August 107, 2015 before me, Kerry Cooper personally appeared DAVID Agredoins	Notary Public and title of the officer)
who proved to me on the basis of satisfactory evidence to be the person(s) within instrument and acknowledged to me that he/she/they executed the capacity(jes), and that by his/hef/their signature(s) on the instrument the which the person(s) acted, executed the instrument.	) whose name(s) is/aye subscribed to the same in his/her/their authorized
I certify under PENALTY OF PERJURY under the laws of the State of paragraph is true and correct.	California that the foregoing
WITNESS my hand and official seal.	KERRY COOPER Commission # 2058907 Notary Public - California
Signature (Seal)	San Luis Obispo County  My Comm. Expires Feb 21, 2018

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

P	
RECORD WITHOUT FEE UNDER SECTION 6103 GOVERNMENT CODE OF THE STATE OF CALIFORNIA	
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APNs: 021-280-008 (portion)	
	Space Above This Line for Recorder's Use
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GH	RANT 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, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENIT	O
the real property more particularly described in Exi	hibits "A" and "B" attached hereto and made a part hereof.
	SIGNED:
Date:	
	Maria E. Agredano
Date:	
	David Agredano
Date:	
Mug	Salvador Agredano, Jr.
Date: 2 7-21-15	Mario a. Larci
	Maria A. Garcia
Date:	
	Jose Antonio Agredano
Date:	
	Joaquin Agredano
Date <sup>*</sup>	
Date:	Federico Agredano

	ACKNOWLEDGN	MENT	
State of California County of 500 Bloito			
On 7/U/2015  personally appeared Man's	before me, Chadmich	Wyler-Notary Pi	ablic
personally appeared Man's	A. Garcia	name and title of the officer)	
who proved to me on the basis of sat within instrument and acknowledged capacity(ies), and that by his/her/the which the person(s) acted, executed to	d to me that he/she/they execu ir signature(s) on the instrum	ited the same in his/her/their author	orized
I certify under PENALTY OF PERJ paragraph is true and correct.	TURY under the laws of the St	tate of California that the foregoin	ıg
WITNESS my hand and official seal			
Signature //	(Seal)	CHADWICK WYI COMM. # 20304 NOTARY PUBLIC CALIF CONTRA COSTA COU My Comm. Exp. Jun. 2	ORNIA S
	•		

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: <u>021-280-008</u>
° GR	ANT DEED
FOR VALUABLE CONSIDERATION, receipt of	which is hereby acknowledged,
Maria E. Agredano, Surviving Spouse, as to an Agredano, Jr., Maria A. Garcia, Jose Antonio Agas to an undivided one-ninth interest	undivided one-third interest; David Agredano, Salvador gredano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENITO	o .
the real property more particularly described in Exh	uibits "A" and "B" attached hereto and made a part hereof.
	CLC TTT
	SIGNED:
Date:	
	Maria E. Agredano
Date:	
	David Agredano
Date:	
	Salvador Agredano, Jr.
Date:	
Date: 7-21-15	Maria A. Garcia  JOSE Churcia Cyclaus  Jose Antonio Agredano
Date:	V
	Joaquin Agredano
Date:	
<i>:</i>	Federico Agredano

		ACKNO	WLEDGMENT	•		
State of California County of 500	Benito					
on 7/21/2019 personally appeared who proved to me on	Jose An	ore me, Cha	dwzk (insert name Gredgo)	Wyler and title	- Notary of the officer)	Py blic
personally appeared who proved to me on within instrument and capacity(jes), and that which the person(s) as	I acknowledged to not by his/ker/their sig	ne that he/şk/e/t/k nature(s) on the	ev executed t	he same in	uame(s) is/are sur his/her/their aut	oscribed to the
I certify under PENAL paragraph is true and	LTY OF PERJURY correct.	under the laws (	of the State o	f Californi	ia that the foregoi	ing
WITNESS my hand a	nd official seal.		1-		ALL PURPOS DE LA CONTRACTION D	
Signature //	4	(Seal)	S S S S S S S S S S S S S S S S S S S		CHADWICK WYLE COMM. # 2030433 NOTARY PUBLIC CALIFO CONTRA COSTA COUN My Comm. Exp. Jun. 22	RNIA SI

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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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GR	RANT DEED
FOR VALUABLE CONSIDERATION, receipt of	which is hereby acknowledged,
Maria E. Agredano, Surviving Spouse, as to an Agredano, Jr., Maria A. Garcia, Jose Antonio A as to an undivided one-ninth interest	undivided one-third interest; David Agredano, Salvador gredano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENIT	0
the real property more particularly described in Exh	nibits "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
Dota	John Jan Jan Jan Jan Jan Jan Jan Jan Jan Ja
Date:	Federico Agredano

**ACKNOWLEDGMENT** 

State of Texas County of
on July 33 Dis before me, Marie Coril Mendez Notery Public (insert name and title of the officer)  personally appeared Joaquin Agredand  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 MARIE APRIL MENDEZ  Notary Public  State of Texas  Comm. Exp. 10-22-2016

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: <u>021-280-008</u>
GR	ANT DEED
FOR VALUABLE CONSIDERATION, receipt of	which is hereby acknowledged,
Maria E. Agredano, Surviving Spouse, as to an Agredano, Jr., Maria A. Garcia, Jose Antonio Agredano as to an undivided one-ninth interest	undivided one-third interest; David Agredano, Salvador gredano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENITO	0
the real property more particularly described in Exh	aibits "A" and "B" attached hereto and made a part hereof.
	SIGNED:
Date:	Maria E. Agredano
Date:	j
	David Agredano
Date:	Salvador Agredano, Jr.
Date:	Sarradol Inglocuito, 91.
Date:	Maria A. Garcia
Date:	
	Jose Antonio Agredano
Date:	Joaquin Agredano
Date: <u>05~24-16</u>	Federico Agredano

ACKNOWLEDGMENT
State of California County of Scients
on 5/24/7016 before me, Chadach Wyler-Noting Pallic personally appeared Federica Agredona,
personally appeared Federica Agredanu (insert name and title of the officer)
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 (Seaf)  CHADWICK WYLER COMM. # 2030433 NOTARY PUBLIC • CALIFORNIA CONTRA COSTA COUNTY My Comm. Exp. Jun. 22, 2017

MAIL TAX STATEMENTS AS DIRECTED ABOVE

#### 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:	APPROVED AS TO LEGAL FORM:
San Benito County Board of Supervisors	San Benito County Counsel's Office
By: Robert Rivas, Chair Date:	By: 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.

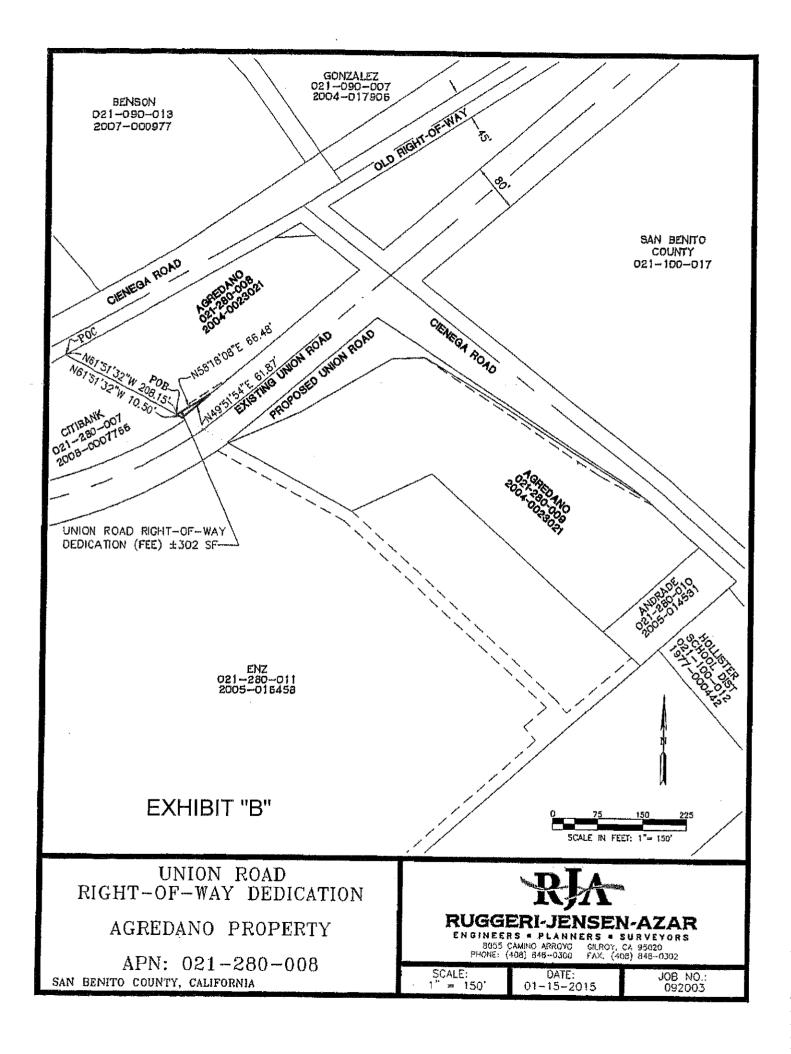
This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Bryan Pierce, PLS 8859

Expires: 12/31/2015

Date

PIERCE No. 8859



# Attachment 4 (Grant Deed for right-of-way on APN 021-280-008)

Ald the same of th	
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: <u>021-280-008</u>
GRA	ANT DEED
FOR VALUABLE CONSIDERATION, receipt of when the second sec	hich is hereby acknowledged,
Maria E. Agredano, Surviving Spouse, as to an un Agredano, Jr., Maria A. Garcia, Jose Antonio Agr as to an undivided one-ninth interest	divided one-third interest; David Agredano, Salvador redano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENITO	•
the real property more particularly described in Exhib	pits "A" and "B" attached hereto and made a part hereof.
	SIGNED: Dreng Ogredam P.O.A Q
Date: 7/31/3015	SIGNED: Drens Ogredam P.O.A Pa Maria E. Ogredano Maria E. Agredano
Date:	
Date: 7-21-2015	David Agredano  Salvador Agredano, Jr.
Date:	Maria A. Garcia
Date:	
	Jose Antonio Agredano
Date:	Joaquin Agredano
Date:	
	Federico Agredano

				ACKNOWLED	GMENT		
	e of California nty of <u>San</u> (	Benito					
perso who with	in instrument and	ie basis of satis acknowledged by bas/ber/their	factory evid to me that k · signature(s	lence to be the re/she/they ex s) on the instr	e person(s) who ecuted the same	r - Notary Pable of the officer)  ador Agredance  se name(s) is/are subset in his/her/their author  on(s), or the entity upon	cribed to the orized
I cer		TY OF PERJU			e State of Califo	ornia that the foregoin	g
WIT	NESS my hand an	d official seal.					
Signa	ature	4		(Seal)	GSNI	CHADWICK WYLER COMM. # 2030433 NOTARY PUBLIC CALIFORNIA CONTRA COSTA COUNTY My Comm. Exp. Jun. 22, 2017	GSN1

MAIL TAX STATEMENTS AS DIRECTED ABOVE (Government Agency is exercipt 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: <u>021-280-008</u>
G	RANT DEED
FOR VALUABLE CONSIDERATION, receipt of	f which is hereby acknowledged,
Maria E. Agredano, Surviving Spouse, as to an Agredano, Jr., Maria A. Garcia, Jose Antonio A as to an undivided one-ninth interest	undivided one-third interest; David Agredano, Salvador Agredano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENIT	ro
the real property more particularly described in Ex	chibits "A" and "B" attached hereto and made a part hereof.
	SIGNED:
Date:	
Date: <u>08-10-15</u>	Marja D. Agredano  David Agredano
Date:	
	Salvador Agredano, Jr.
Date:	Maria A. Garcia
Date:	
	Jose Antonio Agredano
Date:	Joaquin Agredano
Date:	
	Federico Agredano

	ACKNOWLEDGMENT
Court On f perse who with capa	of California and yof San Lui Sobi Spo  TUGUST 107, 2015 before me, Kerry Coper Notary Public (insert name and title of the officer)  Onally appeared DAVID Agreedan coperate to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/afe subscribed to the in instrument and acknowledged to me that he/she/the/ executed the same in his/her/their authorized city(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of the person(s) acted, executed the instrument.
*******	the personal acteur, executed the most difficult.
I cer para	tify under PENALTY OF PERJURY under the laws of the State of California that the foregoing graph is true and correct.
WIT Signa	NESS my hand and official seal.  KERRY COOPER Commission # 2058907 Notary Public - California San Luis Obispo County My Comm. Expires Feb 21, 2018

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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: <u>021-280-008</u>
GR	ANT DEED
FOR VALUABLE CONSIDERATION, receipt of v	which is hereby acknowledged.
Maria E. Agredano, Surviving Spouse, as to an u Agredano, Jr., Maria A. Garcia, Jose Antonio Ag as to an undivided one-ninth interest	ndivided one-third interest; David Agredano, Salvador gredano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENITO	
	ibits "A" and "B" attached hereto and made a part hereof.
and roat proporty more particularly described in Emil	totts 21 and 15 attached hereto and made a part hereor.
	SIGNED:
Date:	
4	Maria E. Agredano
Date:	
	David Agredano
Date:	
η	Salvador Agredano, Jr.
Date: 7-21-15	Maria A. Garcia
	171. ar 14. Ogrone
Date:	Jose Antonio Agredano
Date	1
Date:	Joaquin Agredano
Date:	
<i>;</i>	Federico Agredano

ACKNOWLEDGMENT

	AC	MACATEDGIAI	2181		
State of California County of San Blaifo					
On 7/21/2019 personally appeared Mania	before me, Ll	advick	Wyler	-Notar	y Public
personally appeared Muniq	A. Ga	(insert na (rci a	ame and titl	e of the officer)	
who proved to me on the basis of satis within instrument and acknowledged capacity(jes), and that by his/her/their which the person(s) acted, executed the	to me that be/s r signature(s) o	e to be the per he/they execute	son(s) wnos ed the same	e name(\$) is/are in bis/her/their :	subscribed to the
I certify under PENALTY OF PERJU paragraph is true and correct.	JRY under the	laws of the Sta	te of Califor	rnia that the fore	egoing
WITNESS my hand and official seal. Signature	(S	eal) S		CHADWICK WY! COMM. # 20304 NOTARY PUBLIC-CALIF CONTRA COSTA COI My Comm. Exp. Jun. 2	33 G FORNIA N UNTY 1
					,

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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: <u>021-280-008</u>
GR	RANT DEED
FOR VALUABLE CONSIDERATION, receipt of	which is hereby acknowledged,
Maria E. Agredano, Surviving Spouse, as to an u	undivided one-third interest; David Agredano, Salvador
Agredano, Jr., Maria A. Garcia, Jose Antonio A as to an undivided one-ninth interest	gredano, Joaquin Agredano and Federico Agredano, each
	^
hereby grant(s) to the COUNTY OF SAN BENIT	
the real property more particularly described in Ext	nibits "A" and "B" attached hereto and made a part hereof.
	SIGNED;
To the	
Date:	Maria E. Agredano
Date:	<b>,</b>
	David Agredano
Date:	
	Salvador Agredano, Jr.
Date:	M. i. A. C.
00115	Maria A. Garcia
Date: 7-21-15	Jose Antonio Agredano
n .	ysc Antonio Agredano
Date:	Joaquin Agredano
Date:	
Date:	Federico Agredano

**ACKNOWLEDGMENT** 

State of California		
County of San Blaits		
On 711/2015 before me, personally appeared 365C Antro	Chadwor,	ck Wyler - Notary Public
personally appeared Jose Antonio	Hgred 4	t name and title of the officery,
who proved to me on the basis of satisfactory evid	ence to/be the pe	person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that h capacity(ies), and that by his/her/their signature(s) which the person(s) acted, executed the instrumen	e/she/they execu	cuted the same in his/her/their authorized
which the person(s) acted executed the instrumen	) on the instrum	ment the personiz, or the entity upon behalf of
Training the personally decede, executed the most distensi	. 60	
I certify under PENALTY OF PERJURY under t paragraph is true and correct.	he laws of the St	State of California that the foregoing
		<b>✓</b> ,
WITNESS my hand and official seal.		, (she
Signature /	(Seal)	CHADWICK WYLER  COMM. # 2030433  HOVARY PUBLIC CALIFORNIA  GONTRA COSTA COUNTY  My Comm. Exp. Jun. 22, 2017
		CHADWICK WYLER COMM. # 2030433 NOTARY PUBLIC-CALIFORNIA CONTRA COSTA COUNTY My Comm. Exp. Jun. 22, 2017

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GÖVERNMENT 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: <u>021-280-008</u>
GRA	ANT DEED
FOR VALUABLE CONSIDERATION, receipt of v	zhiah ia harahz galmazzladaad
FOR VALUABLE CONSIDERATION, receipt of v	which is hereby acknowledged,
Maria E. Agredano, Surviving Spouse, as to an u	ndivided one-third interest; David Agredano, Salv
Agredano, Jr., Maria A. Garcia, Jose Antonio Agas to an undivided one-ninth interest	redano, Joaquin Agredano and Federico Agredar
as to an undivided one-math interest	
hereby grant(s) to the COUNTY OF SAN BENITO	
	bits "A" and "B" attached hereto and made a part he
hereby grant(s) to the COUNTY OF SAN BENITO the real property more particularly described in Exhi	
	bits "A" and "B" attached hereto and made a part he
the real property more particularly described in Exhi	bits "A" and "B" attached hereto and made a part he
the real property more particularly described in Exhi	bits "A" and "B" attached hereto and made a part he SIGNED:
the real property more particularly described in Exhi	bits "A" and "B" attached hereto and made a part he SIGNED:
the real property more particularly described in Exhi	bits "A" and "B" attached hereto and made a part he SIGNED:  Maria E. Agredano
the real property more particularly described in Exhi	bits "A" and "B" attached hereto and made a part he  SIGNED:  Maria E. Agredano  David Agredano
the real property more particularly described in Exhi	bits "A" and "B" attached hereto and made a part he SIGNED:  Maria E. Agredano
the real property more particularly described in Exhi	bits "A" and "B" attached hereto and made a part he  SIGNED:  Maria E. Agredano  David Agredano  Salvador Agredano, Jr.
the real property more particularly described in Exhi	bits "A" and "B" attached hereto and made a part he  SIGNED:  Maria E. Agredano  David Agredano
the real property more particularly described in Exhi  Date:  Date:  Date:  Date:	bits "A" and "B" attached hereto and made a part he  SIGNED:  Maria E. Agredano  David Agredano  Salvador Agredano, Jr.
the real property more particularly described in Exhi	bits "A" and "B" attached hereto and made a part he  SIGNED:  Maria E. Agredano  David Agredano  Salvador Agredano, Jr.
the real property more particularly described in Exhi  Date:  Date:  Date:  Date:  Date:	bits "A" and "B" attached hereto and made a part he SIGNED:  Maria E. Agredano  David Agredano  Salvador Agredano, Jr.  Maria A. Garcia
the real property more particularly described in Exhi  Date:  Date:  Date:  Date:	bits "A" and "B" attached hereto and made a part he  SIGNED:  Maria E. Agredano  David Agredano  Salvador Agredano, Jr.  Maria A. Garcia  Jose Antonio Agredano
the real property more particularly described in Exhi  Date:  Date:  Date:  Date:  Date:	bits "A" and "B" attached hereto and made a part he SIGNED:  Maria E. Agredano  David Agredano  Salvador Agredano, Jr.  Maria A. Garcia

ACKNOWLEDGMENT
State of Texas County of Roxan
On July 23, 2015 before me, Marie Con Mender Notary Pushic (insert name and title of the officer)
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 (Spinor State of Texas Comm. Exp. 10-22-2016 State of Texas State of Te

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	in a constructive of the second secon
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: <u>021-280-008</u>
GR	RANT DEED
FOR VALUABLE CONSIDERATION, receipt of	which is hereby acknowledged,
Maria E. Agredano, Surviving Spouse, as to an a Agredano, Jr., Maria A. Garcia, Jose Antonio A as to an undivided one-minth interest	undivided one-third interest; David Agredano, Salvador gredano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENIT	<b>o</b>
the real property more particularly described in Exh	nibits "A" and "B" attached hereto and made a part hereof.
	-
	SIGNED:
Date:	
	Maria E. Agredano
Date:	Dovid Agradana
_	David Agredano
Date:	Salvador Agredano, Jr.
Date	
Date:	Maria A. Garcia
Date:	
	Jose Antonio Agredano
Date:	
Date: 05-24-16	Joaquin Agredano Federico Agredano

ACKNOWLEDGMENT	
State of California County of 966000	
on 5/24/2016 before me, Chadwet Wyler-Noting Public personally appeared Federice 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(jes), 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.	
Signature (Seal)  CHADWICK WYLER COMM. # 2030433 NOTARY PUBLIC • CALIFORNIA CONTRA COSTA COUNTY My Comm. Exp. Jun. 22, 2017	

MAIL TAX STATEMENTS AS DIRECTED ABOVE

### 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:	APPROVED AS TO LEGAL FORM:
San Benito County Board of Supervisors	San Benito County Counsel's Office
By:Robert Rivas, Chair Date:	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.

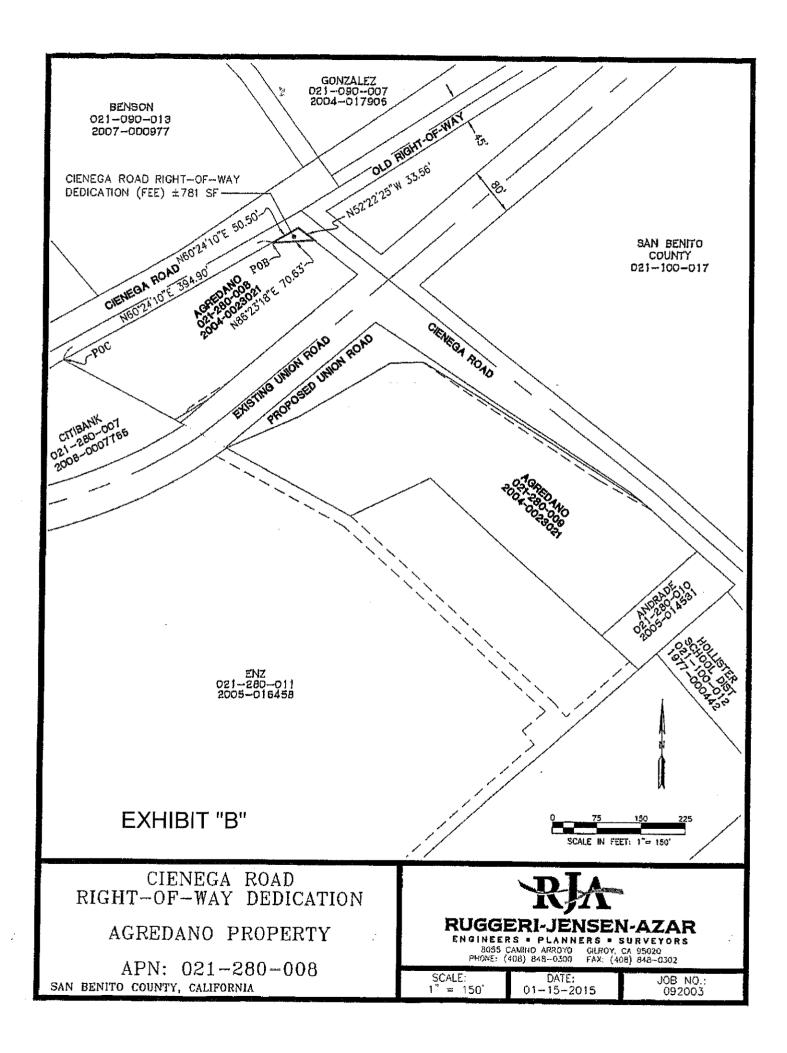
This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Bryan Pierce, PLS 8859

Expires: 12/31/2015

SE BRYAN PIERCE PR

No. 8859



## Attachment 5 (Permanent Slope Easement on APN 021-280-008)

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:

| Description | Des

Federico Agredano

**ACKNOWLEDGMENT** 

State of California County of San Buits	_	
On 7/2//2015 before me,	Chadwick Wyler - Notary Rublic	
personally appeared Frue Agredan	(insert name and title of the officer)  O Md Sawador Huredano,	
who proved to me on the basis of satisfactory evi-	dence to be the person(s) whose name(s) is/are subscribed to the	
within instrument and acknowledged to me that be/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.	s, on the montane the personas, of the entity upon behan of which	

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)

CHADWICK WYLER
COMM. # 2030433
NOTARY PUBLIC-CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Exp. Jun. 22, 2017

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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:	
Date: 08-10-15	Maria E. Agredano  David Agredano
Date:	
	Salvador Agredano, Jr.
Date:	· 
	Maria A. Garcia
Date:	
	Jose Antonio Agredano
Date:	
	Joaquin Agredano
Date:	
•	Federico Agredano

**ACKNOWLEDGMENT** 

State of California
County of San Lice Chois Spo

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

personally appeared August 10 August 1

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

KERRY COOPER
Commission # 2058907
Notary Public - California
San Luis Obispo County
My Comm. Expires Feb 21, 2018

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

Recording Requested by:	
County of San Benito	to etato esperante
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)

#### 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

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

**ACKNOWLEDGMENT** 

State of California
County of San Blaito
on 7/21/21h before me, Chadwick Wyler - Nothery Public
personally appeared Maria A - Garc. A  who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
personany appeared / viv. /
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(jes), 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)

CHADWICK WYLER
COMM. # 2030433 89
NOTARY PUBLIC CALIFORNIA CONTRA COSTA COUNTY
My Comm. Exp. Jun. 22, 2017

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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)

## **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

Date:	
	Maria E. Agredano
Date:	
	David Agredano
Date:	
	Salvador Agredano, Jr.
Date:	
Date: 7-21-15	Maria A. Garcia  JOSS Gutwio Cy-dowo  Jose Antonio Agredano
Date:	
	Joaquin Agredano
Date:	
	Federico Agredano

**ACKNOWLEDGMENT** 

State of California County of Son Benito	
On 7/21/2015	before me, Chadwick Wyler - Notary Public
personally appeared Jose who proved to me on the basis of sat within instrument and acknowledge	(insert name and title of the officer)  Agricago  tisfactory evidence to be the person(s) whose name(s) is/gy'e subscribed to the ed to me that he/she/they executed the same in his/her/their authorized effr signature(s) on the instrument the person(s), or the entity upon behalf of which

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)

CONTRA COSTA COUNTY Av Comm. Exp. Jun. 22, 201

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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)

## **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

Date:	
	Maria E. Agredano
Date:	·
	David Agredano
Date:	
	Salvador Agredano, Jr.
Date:	
	Maria A. Garcia
Date:	
	Jose Antonio Agredano
Date: 7-23-15	June ( July
	Joaquin Agredano
Date:	
	Federico Agredano

ACKNOWLEDGMENT

State of Texas County of
on July 23 2015 before me, Marie and title of the officer) before me, Marie and title of the officer)
personally appeared Sougier Ogredano
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.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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)

## 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

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	Tuliet Gaston
,	Federico Agredano

**ACKNOWLEDGMENT** 

State of California,
County of Solanh
on 5/24/2016 before me, Charland Myler-Notary Profile
personally appeared Federica Agreed and (insert name and title of the officer)
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/ker/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)

CHADWICK WYLER
COMM. # 2030433
NOTARY PUBLIC CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Exp. Jun. 22, 2017

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:	APPROVED AS TO LEGAL FORM:
San Benito County Board of Supervisors	San Benito County Counsel's Office
By:Robert Rivas, Chair Date:	By: Shirley J. Murphy Shirley L. Marphy, Deputy 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, PLS 8859

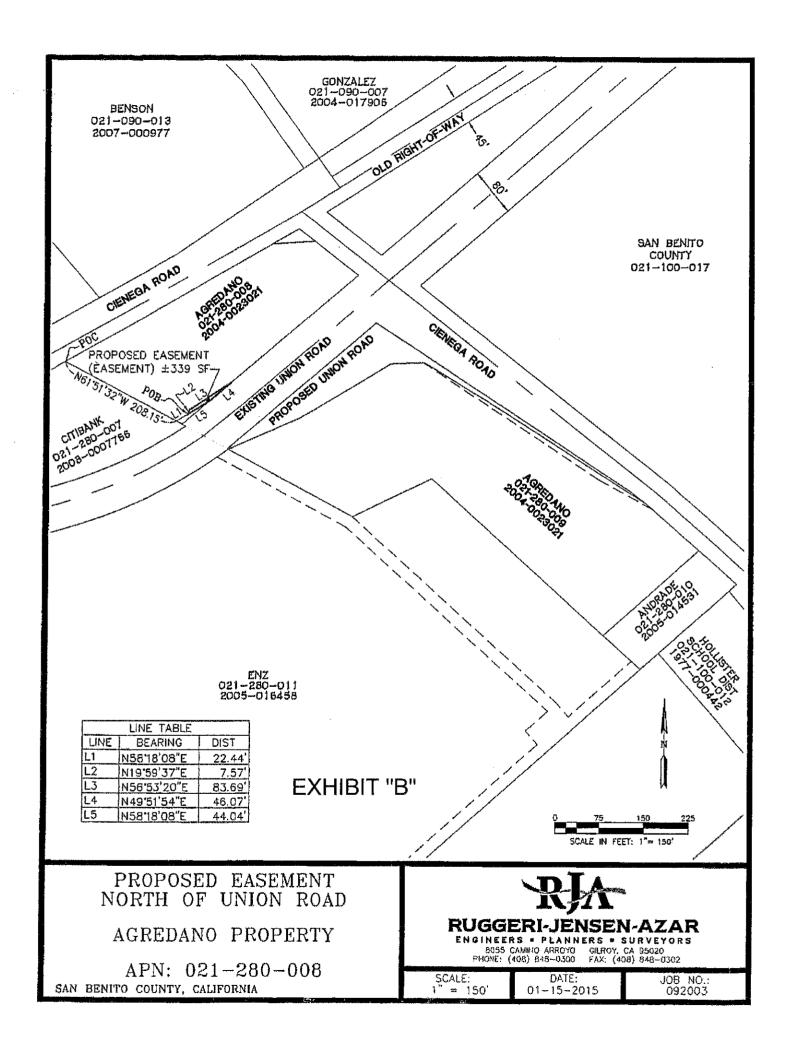
Expires: 12/31/2015

Date

No. 8859

BRYAN PIERCE

PE OF CALIFO



# 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
Gl	RANT DEED
FOR VALUABLE CONSIDERATION, receipt of	f which is hereby acknowledged,
Maria E. Agredano, Surviving Spouse, as to an Agredano, Jr., Maria A. Garcia, Jose Antonio A as to an undivided one-ninth interest	undivided one-third interest; David Agredano, Salvador Agredano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENIT	ro
the real property more particularly described in Ex	chibits "A" and "B" attached hereto and made a part hereof.
	SIGNED: Dans agredano P.o. A.,
Date: 7/91/3015	SIGNED: Dans Gyldano P.D. A.7  Maria E. Gyldano  Maria E. Agredano
Date:	
	David Agredano
Date: /-2/-20/3	Salvador Agredano Ir
	Salvador Agredano Ir.
Date:	Salvador Agredano Jr.  Maria A. Garcia
Date:	Salvador Agredano Ir.
Date:  Date:  Date:	Salvador Agredano Ir.  Maria A. Garcia

ACKNOWLEDGMENT

State of California County of Sun Benito				
On 7/21/2015	before me,_ Chai	dwick w	yler - Notar	y Public
on 7/7/7015  personally appeared Trine who proved to me on the basis of s within instrument and acknowled;	ged to me that he/she/the	y executed the sa	me in his/ker/their a	uthorized
capacity(ies), and that by his/her/t which the person(s) acted, execute		nstrument the po	erson(s), or the entity	upon behalf of
I certify under PENALTY OF PE paragraph is true and correct.	RJURY under the laws o	f the State of Ca	lifornia that the fore	going
WITNESS my hand and official se	al.		CHADWICK WYLER COMM. # 2030433	
Signature	(Seal)	Gesn	NOTARY PUBLIC CALIFORNIA CONTRA COSTA COUNTY My Comm. Exp. Jun. 22, 20	ī

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: <u>021-280-009</u>
GR	RANT DEED
FOR VALUABLE CONSIDERATION, receipt of	which is hereby acknowledged,
Maria E. Agredano, Surviving Spouse, as to an Agredano, Jr., Maria A. Garcia, Jose Antonio A as to an undivided one-ninth interest	undivided one-third interest; David Agredano, Salvador gredano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENITO	o
the real property more particularly described in Exh	nibits "A" and "B" attached hereto and made a part hereof.
the real property more particularly described in Ext	notes A and B attached hereto and made a part hereor.
	SIGNED:
Date:	
	Marja B. Agredano
Date: _08-10-15	Saul Sele
	David Agredano
Date:	
	Salvador Agredano, Jr.
Date:	
	Maria A. Garcia
Date:	
	Jose Antonio Agredano
Date:	Υ . Δ 1
	Joaquin Agredano
Date:	
<i>:</i>	Federico Agredano

**ACKNOWLEDGMENT** 

State of California County of San Luis Ootspo	
on Milest 15 2015 before me, Lew personally appeared DAUID Acred who proved to me on the basis of satisfactory eyidence to within instrument and acknowledged to me that he/she/th capacity(ies), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.	(idsert name and title of the officer)  be the person(s) whose name(s) is/aye subscribed to the eye executed the same in his/her/their authorized
I certify under PENALTY OF PERJURY under the laws paragraph is true and correct.	of the State of California that the foregoing
WITNESS my hand and official seal.	
Signature (Seal)	KERRY COOPER Commission # 2058907 Notary Public - California San Luis Obispo County My Comm. Expires Feb 21, 2018

RECORD WITHOUT FEE UNDER SECTION 6103 GOVERNMENT CODE OF THE STATE OF CALIFORNIA	the sum of the state of the sta
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: <u>021-280-009</u>
GR	RANT DEED
FOR VALUABLE CONSIDERATION, receipt of	which is hereby acknowledged,
	undivided one-third interest; David Agredano, Salvador gredano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENIT	0
the real property more particularly described in Exh	hibits "A" and "B" attached hereto and made a part hereof.
	SIGNED:
Date:	
	Maria E. Agredano
Date:	
	David Agredano
Date:	Calvadam A anadama I
_	Salvador Agredano, Jr.
Date: 7-21-15	Maria A. Garcia
D .	iviaita i i. Galoia ()
Date:	Jose Antonio Agredano
Doto	0
Date:	Joaquin Agredano
Date:	
Date:	Federico Agredano

ACKNOWLEDGMENT

State of California County of San Blm70	
on 7/21/2015 before me, Ch	adnick Wyler - Notarg Public
personally appeared / Vana A. Garcia	••••••••••••••••••••••••••••••••••••••
who proved to me on the basis of satisfactory evidence t within instrument and acknowledged to me that ke/she/ capacity(jes), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.	to be the person(s) whose name(s) is/are subscribed to the they executed the same in his/her/their authorized he instrument the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY under the lav paragraph is true and correct.	vs of the State of California that the foregoing
WITNESS my hand and official seal.	, C-L.
Signature (Seal	CHASTICK WYLER 2030433 CONF. STA COUNTY And Contil Stop, July, 22, 2017
	CHADWICK WYLER COMM. # 2030433 NOTARY PUBLIC CALIFORNIA CONTRA COSTA COUNTY My Comm. Exp. Jun. 22, 2017

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: <u>021-280-009</u>
GF	RANT DEED
FOR VALUABLE CONSIDERATION, receipt of	which is hereby acknowledged,
Maria E. Agredano, Surviving Spouse, as to an Agredano, Jr., Maria A. Garcia, Jose Antonio A as to an undivided one-ninth interest	undivided one-third interest; David Agredano, Salvador gredano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENIT	O
- <del>-</del>	
the real property more particularly described in Lan	hibits "A" and "B" attached hereto and made a part hereof.
	SIGNED:
Date:	
Date.	Maria E. Agredano
Date:	
	David Agredano
Date:	Salvador Agredano, Jr.
	Salvador Agredano, Jr.
Date:	N. C. A. C. L.
Date: <del>4-21-15-</del>	Maria A. Garcia
Date: 7-21-15	Jose Antonio Agredano
	Jose Intonio Ingreduio
Date:	Joaquin Agredano
Date:	
;	Federico Agredano

ACKNOWLEDGMENT

Cour	e of Cali nty of	510	Benito		_						
On_	7/2	1/20	15 205c	before me,	Chad	wick	Wy	,ler	- Noto	ary	Public
perso	onally ap	ppeared	J05C	Antuni	o A	(insert name Uredan (	and the	le of the	officer)	J	
who withicapa	proved i in instru city(j <i>e</i> s),	to me on ment an , and tha	the basis of sa d acknowledg t by his/her/th cted, executed	itisfactory evi ed to me that gir signature,	dence to h he/sk/e/tk/e s) on the i	the person y executed the	(§) who he same	se name() e in his/hø	s) is/aye su fr/their au	bscribe thorize	d to the
I cert	tify unde graph is	er PENA true and	LTY OF PER l correct.	JURY under	the laws o	of the State o	f Califo	rnia that	the forego	ing	
WIT	NESS m	y hand a	nd official sea	d.							
Signa	ature _	1/	4		(Seal)	GSNI	NOT CH My C	CHADWICK COMM. # 26 ARY PUBLIC CONTRA COSTA OMIM. EXP. JU	MYLER 36433 ALIFORNIA COUNTY IN. 22, 2617		

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: <u>021-280-009</u>
GR	RANT DEED
FOR VALUABLE CONSIDERATION, receipt of	which is hereby acknowledged,
	undivided one-third interest; David Agredano, Salvador gredano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENIT	o
the real property more particularly described in Exh	nibits "A" and "B" attached hereto and made a part hereof.
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	and the second s
	SIGNED:
Dotos	
Date:	Maria E. Agredano
Date:	<u> </u>
	David Agredano
Date:	
	Salvador Agredano, Jr.
Date:	
	Maria A. Garcia
Date:	
	Jose Antonio Agredano
Date: <u>7-23-15</u>	Joaquin Xgredano
<del></del>	Joaquin Agredano
Date:	
	Federico Agredano

**ACKNOWLEDGMENT** 

State of Texas  County of
On July 33, 2015 before me, Marie Cipri Mender Notary Public (insert name and title of the officer)  personally appeared 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

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
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GR	RANT 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 gredano, Joaquin Agredano and Federico Agredano, each
hereby grant(s) to the COUNTY OF SAN BENIT	o
the real property more particularly described in Exh	nibits "A" and "B" attached hereto and made a part hereof.
<b>,</b> , , , , , , , , , , , , , , , , , ,	
	SIGNED:
Date:	
	Maria E. Agredano
Date:	
	David Agredano
Date:	
	Salvador Agredano, Jr.
Date:	Mind
	Maria A. Garcia
Date:	Jose Antonio Agredano
T	Jose i miomo rigionano
Date:	Joaquin Agredano
Date: 05-24-16	Federico Agredano

**ACKNOWLEDGMENT** 

State of Camornia			
County of Soland	<del>Pi</del>		
On 5/24/2016 before personally appeared Federica	me, Chadash	Wyler-Notar	Public
personally ap peared Federica	Agreday 0	me and title of the officer)	
who proved to me on the basis of satisfactor within instrument and acknowledged to me capacity(jes), and that by his/her/their signal	that he/ske/they execute ture(s) on the instrumen	d the same in his/ber/their	authorized
which the parson(s) acted, executed the instr	ument.		
I certify under PENALTY OF PERJURY un		e of California that the for	regoing
which the pa-son(s) acted, executed the instr I certify under PENALTY OF PERJURY un paragraph is true and correct. WITNESS my hand and official seal.		e of California that the for	regoing

Signature \_

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:	APPROVED AS TO LEGAL FORM:
San Benito County Board of Supervisors	San Benito County Counsel's Office
By: Robert Rivas, Chair Date:	By: 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.

No. 8859

PIE OF CAL

Bryan Pierce, PLS 8859

Expires: 12/31/2015

Date

