

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE SAN BENITO COUNTY) Resolution No. 2022-_____
BOARD OF SUPERVISORS TO APPROVE A)
PROPERTY PURCHASE AGREEMENT AND)
ACCEPT GRANT DEED AND EASEMENT)
GRANTS FOR THE PURCHASE OF REAL)
PROPERTY FOR ROAD RIGHT-OF-WAY FOR THE)
LIMEKILN ROAD BRIDGE PROJECT, AND TO)
AUTHORIZE PAYMENT FOR SUCH PURCHASE)
_____)

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

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

WHEREAS, the property owner, Farming Nuts, LLC, a California Limited Liability Company ("Grantor"), executed a Right of Way Agreement, and a Grant Deed and Grant of Easements with over land described therein, in favor of the County of San Benito, a political subdivision of the State of California ("County"), copies of which are attached hereto and incorporated herein by reference as **Attachments 1 (Property Purchase Agreement), and 2 (Grant Deed and Grant of Easements);** and

WHEREAS, the San Benito County Resource Management Agency, Public Works Division obtained a waiver valuation of the fair market value of the property rights to be granted; and

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

WHEREAS, the Grantor executed the Right of Way Agreement, and a Grant Deed and Grant of Easements, on the condition that the County pay fair market value as established in the valuation summary statement; and

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

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

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

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

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

19 (b) the value estimate in the Right of Way Agreement (**Attachment 1**) reflects the fair
20 market value for the property rights granted; and

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

24 **NOW THEREFORE BE IT RESOLVED** that the San Benito County Board of Supervisors
25 hereby approves the Right of Way Agreement reflected in **Attachment 1** and accepts the
26 Grant Deed and Grant of Easements reflected in **Attachment 2** for and on behalf of the
27 County of San Benito; and

28 **BE IT FURTHER RESOLVED** that the San Benito County Board of Supervisors authorizes
payment to those Grantors who have requested payment of fair market value for the
property rights granted, as reflected in the Right of Way Agreement (**Attachment 1**) from
Budget Unit 210.70.2020.1211.650.203; and

BE IT FURTHER RESOLVED that the Chair of the San Benito County Board of
Supervisors is hereby authorized and directed to execute the Right of Way Agreement
reflected in **Attachment 1** and the certification of acceptance and consent to record the

Grant Deed and Grant of Easements reflected in **Attachment 2**, for and on behalf of the County of San Benito; and

BE IT FURTHER RESOLVED that the San Benito County Board of Supervisors hereby authorizes and directs the Director of the Resource Management Agency to transmit the fully executed Grant Deed and Grant of Easements reflected in **Attachment 2** to the San Benito County Recorder's Office for recording; and

BE IT FURTHER RESOLVED that the San Benito County Board of Supervisors hereby authorizes and directs the San Benito County Auditor to issue County warrants to the Grantor who has requested payment of fair market value, for the property rights granted, in the amounts reflected in **Attachment 1**, from Budget Unit 210.70.2020.1211.650.203; and

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 8th DAY OF FEBRUARY, 2022 BY THE FOLLOWING VOTE:

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

By: _____
Bea Gonzales, Chair

ATTEST:
Jennifer Frechette, Clerk of the Board

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

By: _____

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

Date: _____

Date: Jan. 31, 2022

ATTACHMENT 1

Federal Aid Project No. BRLO-5943(063)

RIGHT-OF-WAY AGREEMENT: COUNTY ROAD

This agreement by and between the County of San Benito, a political subdivision of the State of California ("County") and a FARMING NUTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("Grantor(s)"), made and entered into on the date when fully executed by all parties hereto.

Recitals:

WHEREAS, County desires to construct various right-of-way improvements along a portion of Limekiln Road, Hollister, California for the purpose of the Limekiln Road Bridge Replacement Project; and

WHEREAS, Grantor(s) hold(s) title to certain real property at 265 Limekiln Road, Hollister, California, Assessor's Parcel No.026-090-034, a portion of which is required by County for the Limekiln Road Bridge Replacement project at this location, and which is more particularly described in Exhibits A, A-1, A-2, and A-3, attached hereto, and depicted in Exhibit B, attached hereto, which exhibits are incorporated herein by this reference, containing the following areas:

- Exhibit A - RW - Farming Nuts - 0.42 acres, more or less, and
- Exhibit A-1 - TCE A - Farming Nuts - 0.025 acres, more or less, and
- Exhibit A-2 - TCE B - Farming Nuts - 0.067 acres, more or less, and
- Exhibit A-3 - TCE C - Farming Nuts - 0.037 acres, more or less; and

WHEREAS, Grantor(s) has/have executed and delivered the following instrument(s) to Vanessa Cothran, Right-of-Way Agent, for and on behalf of San Benito County Resource Management Agency: {check those of the following that apply:}

- ☒ a Grant Deed transferring fee simple title to the subject property, for purposes of a public road right-of-way;
- ☐ {*Permanent Drainage Easement*} a permanent easement in, under, along, upon and across the subject property for the purposes of construction, maintenance, operation, inspection, repair and reconstruction of _____ and all necessary appurtenances thereto ("drainage easement");
- ☐ {*Permanent Slope Easement*} a permanent easement in, under, along, upon and across the subject property for road purposes to be used for construction and maintenance of slopes adjoining the road right-of-way, reserving unto the Grantor(s) and the Grantor(s) successors and assigns, the right to remove such slopes or portions thereof upon removing the necessity for maintaining such slopes or portions thereof or upon providing in place thereof other adequate lateral support, the design and construction of which shall be first approved by County for the protection and support of said road ("slope easement");
- ☐ {*Permanent Easement - specify purpose*} a permanent easement in, under, along,

upon and across the subject property for purposes of _____;

- ☒ {*Temporary Construction Easement*} a temporary construction easement in, under, along, upon and across the subject property, authorizing access for purposes of construction, maintenance, inspection, repair and reconstruction of the Limekiln Road Bridge and all necessary appurtenances thereto, during the Limekiln Road Bridge Replacement project.

WHEREAS, property owners are entitled to just compensation for a county's permanent or temporary acquisition, occupancy and/or use of their property and Grantor(s) desire(s) compensation for the property rights conveyed; and

WHEREAS, County obtained an appraisal of the fair market value of the property rights conveyed, and a copy of the Appraisal Summary was provided to the Grantor(s).

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

1. The County requires the subject property for purposes of a public road right-of-way and associated public improvement(s), a public use for which the County has the authority to exercise the power of eminent domain. Grantor(s) is/are compelled to sell, and the County is compelled to acquire the property. Grantor(s) and the County recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation. The County's performance of this agreement shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement(s).
2. The County shall:
 - (A) pay the undersigned Grantor(s) the sum of \$34,300.00 for the property or interest(s) conveyed by the above instrument(s) including, but not limited to, Grantor's(s') improvements located in, under, along, upon and across the property being acquired, to the following Title Company: First American Title Company for the account of the Grantor(s), Escrow No. 6095004, conditioned upon the subject property vesting in the County free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes except:
 - (1) 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 time of recording of the deed;
 - (2) covenants, conditions, restrictions and reservations of record, or contained in the above referenced document;

- (3) easements or rights of way over said land for public or quasi-public utility or public street purposes, if any; and
 - (4) any other exceptions to title which are acceptable to the 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 Section 2(A) and dated October 31, 2019, and updates thereof. Clearing of any title exceptions not acceptable to the County is the responsibility of the Grantor(s).
 - (B) pay all escrow and recording fees incurred in this transaction and the premium charged for title insurance desired by the County except the documentary transfer tax; and
 - (C) prior to close of escrow, have the authority to deduct and pay from the amount shown in section 2(A) above any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this deed is recorded, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments, which have become a lien at the close of escrow, except those subject to which title is to be taken in accordance with the terms of this agreement. Close of escrow for this transaction shall be contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.
 - (D) The consideration set forth in Section 2(A) above shall include payment in full for the following improvements: All buildings, structures and other improvements affixed to the land which are owned by Grantor(s) as owner(s) or tenant(s) of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired is/are: fee simple and temporary construction easements as described in Exhibits A, A-1, A-2, A-3 and B.
3. Regarding any temporary access easement or temporary construction easement granted, County shall provide at least 48 hours advanced written notice prior to first entry onto the temporary access easement or temporary construction easement areas. The acquisition price of the subject property set forth in section 2 of this Agreement includes full payment for use of the temporary access easement or temporary construction easement areas. This temporary access easement or temporary construction easement shall begin February 1, 2022 and terminate on January 31, 2027. County agrees to promptly restore any damage to the temporary construction easement area and/or the parcels upon which the temporary construction easement areas are situated (and the improvements located thereon) caused by County's entry upon the temporary construction easement area or work performed in connection with the project. In the event Grantor(s) sells, conveys or

assigns any property interest, encumbered by the Agreement prior to County exercising the rights granted herein, Grantor(s) shall notify the successor or assignee of the rights and obligations of both parties as included herein.

4. The acquisition price of the subject property set forth in section 2 of this Agreement 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, County may elect to recover its clean-up costs from those who caused or contributed to the contamination. Grantor(s) shall further indemnify, defend, save and hold County harmless from any and all claims, costs and liability, including reasonable attorneys' 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 subject property, save and except claims, costs or litigation arising through the sole willful misconduct of County, its agents or employees.
5. Any or all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) or trust, if any together with penalty (if any) for payment in full in advance of maturity, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder; said mortgagees or beneficiary(s) to furnish Grantor(s) with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
6. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right to possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in section 2(A) to this agreement are deposited into the escrow controlling this transaction. The amount shown in section 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said commencement date.
7. Grantor(s) warrant(s) that he/she/they is/are the owner(s) in fee simple of the subject property, that he/she/they has/have the exclusive right to grant the property right(s) conveyed and that there are no oral or written leases on all or any portion of the property exceeding a period of one month. In consideration of County waiving the defects and imperfections of title, as set forth above, the undersigned Grantor(s) further covenant(s) and agree(s) to indemnify, defend and hold harmless the County and its officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to third party claims made or asserted on the title granted to the County and/or regarding any lease of said property held by any tenant of Grantor(s) for a period exceeding one month. Grantor's(s') obligation herein to indemnify the County shall not exceed the

amount paid to Grantor(s) under this agreement.

8. Except as otherwise provided herein or by express written permission granted by the County, Grantor(s) shall not, after the date of execution of this Agreement and the close of escrow, alienate, lien, encumber or make other transfer of the subject property or any portion thereof or allow the same to occur, cause or allow any physical changes on the subject property, or enter into any lease or contract with respect to the subject property or any portion thereof which would survive the close of escrow and impair the County's use of the subject property. Grantor(s) shall maintain the subject property in its current condition and shall make, at Grantor's(s') expense, all repairs necessary to maintain the subject property in such condition.
9. If, prior to the close of escrow, Grantor(s) become(s) aware that all or any material portion of the subject property has been destroyed, or substantially damaged, Grantor(s) shall promptly give the County written notice of the event, and the County, at its option, may, on or before the close of escrow, elect to terminate this Agreement by giving Grantor(s) written notice of termination, in which event the parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder. If the County elects to complete the transactions contemplated in this Agreement, the Agreement shall remain in full force and effect and the purchase contemplated herein shall be consummated with no further adjustment or modification, and at the close of escrow, Grantor(s) shall assign, transfer, and set over to the County all of the right, title, and interest of Grantor(s) in and to any insurance proceeds resulting from any casualty or any awards that have been or may thereafter be made. Such set over may be made at close of escrow by crediting the amounts of any such proceeds and/or awards against the amounts by the County for the property acquisition under this Agreement.
10. Grantor(s) warrant(s) that as of the date of the execution of this Agreement, Grantor(s) has/have no knowledge of any default under any contract, agreement, lease, instrument, encumbrance, or transaction relating to the subject property.
11. Grantor(s) hereby grant(s) permission to County or its authorized agent to enter Grantor's(s') land, where necessary, to repair, replace and relocate, as needed, curbs, sidewalks, gutters, fencing, walls, driveway approaches, electrical facilities, and/or landscaping, which may be impacted by County's acquisition. Grantor(s) understand(s) and agree(s) that after completion of the work described herein, said facilities will be considered Grantor's(s') sole property and Grantor(s) will be responsible for its maintenance and repair. All work done under this Agreement shall conform to all applicable County standards, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, relocated and/or reconstructed by County or its authorized agent, shall be left in as good condition as found.

12. The County shall indemnify, defend and hold harmless Grantor(s) from any and all claims and losses whatsoever arising out of, or in any way related to the construction of the Limekiln Road Bridge Replacement project that may arise from any negligent act, error or omission or wrongful misconduct of County, its officers, employees, agents, contractors or subcontractors, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by Grantor(s) in connection with such claims or losses.
13. Grantor(s) agree(s) and consent(s) to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive(s) any and all claims to any money that may now be on deposit in said action.
14. Title services for this transaction will be handled by: First American Title Company, 260 Tres Pinos Road, Suite A-1, Hollister, CA 95023. Grantor(s) hereby authorize(s) the County to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.
15. All of the warranties, conditions, covenants, terms and other obligations herein contained shall survive delivery of the deeds and shall be binding upon and shall inure to the benefit of Grantor(s), County and their respective heirs, representatives, assigns and successors in interest, whether voluntary or involuntary, and shall continue as a servitude running with the subject property.
16. Except as otherwise provided herein or by express written permission granted by County, Grantor(s) shall not, after the date of execution of this Agreement, alienate, lien, encumber or otherwise transfer the subject property, or any portion thereof, or enter into a lease or contract with respect to the subject property, in a manner that would impair County's use of the subject property.
17. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
18. Each party represents and warrants that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant or believed to be relevant to this agreement may hereafter turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this agreement shall be and remain effective in all respects and shall not be subject to rescission by reason of any such differences in any facts.
19. Each party represents and warrants that in executing this agreement, it does so with full knowledge of the rights and duties it may have with respect to the other. Each

party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of the contract, or that such party willingly foregoes any such consultation.

20. This agreement has been arrived at through negotiation between the parties. Neither party shall be deemed the party which prepared this agreement within the meaning of California Civil Code section 1654.
21. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this agreement are declared to be severable.
22. This is the entire agreement of the parties. There are no understandings or agreements pertaining to this agreement except as are expressly stated in writing in this agreement or in any document attached hereto or incorporated herein by reference. The performance of this agreement constitutes the entire consideration for said agreement and shall relieve County of all further obligations or considerations for the conveyance of property interest(s) identified herein. This agreement supercedes all other verbal or written communications, discussions or understandings to date. Any change or amendment to this agreement will need to be mutually agreed upon and set forth in writing by the parties hereto.
23. The parties consider each and every term, covenant, and provision of this agreement to be material and reasonable.
24. If any of the conditions set forth in this Agreement fail to occur, or if County notifies Grantor(s) in writing prior to the close of escrow of Grantor's(s') breach of any of the Grantor's(s') warranties set forth in this Agreement, then County may cancel the escrow, terminate this Agreement, and recover the amounts paid by County to the escrow holder toward the purchase price of the subject property. County shall exercise this right to terminate by complying with any applicable notice requirements specified in the relevant condition and, in all other cases, by providing written notice to Grantor(s) and the escrow holder within five (5) business days of the failure or breach. The exercise of this power shall not waive any other right County may have against Grantor(s) for other breaches of this Agreement.
25. Grantor(s) for himself/herself/itself/themselves, his/her/its/their agents, assigns, successors in interest, and any related or affiliated entities, hereby fully release(s) and discharge(s) County, its officers, directors, employees, agents, and other representatives, from any and all causes of action, actions, judgments, liens, indebtedness, obligation, losses, claims, damages, liabilities and demands, including without limitation, any claim arising out of or pertaining, directly or indirectly, to the acquisition of the subject property described in this Agreement and the construction of any improvements thereon, including without limitation, inverse

condemnation, nuisance, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, attorneys' fees and costs, loss of goodwill, construction-related dust, noise, traffic and other related construction activity, and lost rentals or business associated with construction of any improvements, and any other types of related losses or damages.

Grantor(s) acknowledge(s) that he/she/it/they may hereafter discover facts or law different from, or in addition to that which he/she/it/they now believe(s) to be true with respect to his/her/its/their release of claims as set forth in this Agreement, and understand(s) that by executing this Agreement he/she/it/they is/are waiving any rights or claims for any other or future benefits or damages to which he/she/it/they might be entitled which are not specifically exempted herein. In giving this release, Grantor(s) expressly waive(s) the protection of Civil Code Section 1542, which statute provides as follows:

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 THE DEBTOR.

If this Agreement is terminated, this section shall have no force or effect.

26. The parties understand that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the parties may have hereunder at law or in equity.
27. All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
28. The undersigned Grantor(s) agree that the County shall have the right to deduct from any payments specified in this agreement any amount owed to the County by the Grantor(s) as a result of any obligation arising prior to the execution of this agreement. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If the County exercises the right to reduce the

consideration specified in this agreement, the County shall give the Grantor(s) notice of the amount of any off-set and the reason for the deduction.

29. Upon removal of permanent fencing located within the area described in Exhibits A, A-1, A-2, and A-3, and depicted in Exhibit B, the County will erect temporary fencing during construction, and will remove temporary fencing at the completion of the project.
30. This agreement has been entered into in the State of California and all questions with respect to this agreement and the rights and liabilities of the parties hereto shall be governed by the laws of California.
31. This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts together shall constitute one agreement.
32. Grantor(s) understand(s) that this Agreement is subject to the approval by the San Benito County Board of Supervisors. Further, that this Agreement shall have no force or effect unless and until Board approval has been obtained.
33. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
34. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates of their signatures below.

SIGNATURES ARE ON THE FOLLOWING PAGE

GRANTOR(S):

FARMING NUTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Name: _____

John Craig Hughes, as Trustee of the Hughes 2000 Trust dated February 21, 2000, its Member and Manager

Date: 12/22/2021

Name: Sylvia M. Hughes

Sylvia Maria Hughes, also known as Sylvia Maria Vrecko, as Trustee of the Hughes 2000 Trust dated February 21, 2000, its Member and Manager

Date: Dec 22, 2021

APPROVED BY COUNTY:

San Benito County Board of Supervisors

By: _____

Bea Gonzales, Chair

Date: _____

ATTEST:

Jennifer Frechette, Clerk Of The Board

By: _____

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy

Shirley L. Murphy, Deputy County Counsel

Date: Jan. 28, 2022

Exhibit "A"

**APN 026-090-034
NEW RIGHT OF WAY**

BEING A PORTION of that certain parcel of land conveyed by Grant Deed from Harlan T. Winkle and Mary Ann Drewitz-Winkle, as Trustees of the Harlan T. Winkle and Mary Ann Drewitz-Winkle Revocable Living Trust, u/a dated April 28, 2000, to Farming Nuts LLC, a California limited liability company, said Grant Deed recorded November 15, 2007 at Records File Number 2007-0013789, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING AT a point on the easterly line of Lime Kiln Road, 40 feet wide, at a point which bears South 9°00'10" West, 379.25 feet, and South 80°59'50" East, 20.00 feet from the centerline intersection of Lime Kiln Road and Cienega Road as is shown on that certain Record of Survey recorded January 26, 2000, in Book 13 of Maps, page 16, San Benito County Records; thence along said easterly line of Lime Kiln Road South 9°00'10" West, 705.00 feet; thence leaving said easterly line at right angles thereto South 80°59'50" East, 10.00 feet; thence along a line parallel with and 10.00 feet easterly of the said easterly line of Lime Kiln Road North 9°00'10" East, 80.00 feet; thence at right angles thereto South 80°59'50" East, 20.00 feet; thence at right angles thereto along a line parallel with and 30.00 feet easterly of the said easterly line of Lime Kiln Road North 9°00'10" East, 570.00 feet; thence at right angles thereto North 80°59'50" West, 20.00 feet; Thence at right angles thereto along a line parallel to and 30.00 feet easterly of the said easterly line of Lime Kiln Road North 9°00'10" East, 55.00 feet; thence at right angles thereto North 80°59'15" West, 10.00 feet to the **POINT OF BEGINNING**.



Kenneth J. Weatherly 11/22/19
Date
PLS 6875 – expires 09/30/2020



Exhibit "A-1"

APN 026-090-034

TEMPORARY CONSTRUCTION EASEMENT "A"

BEING A PORTION of that certain parcel of land conveyed by Grant Deed from Harlan T. Winkle and Mary Ann Drewitz-Winkle, as Trustees of the Harlan T. Winkle and Mary Ann Drewitz-Winkle Revocable Living Trust, u/a dated April 28, 2000, to Farming Nuts LLC, a California limited liability company, said Grant Deed recorded November 15, 2007 at Records File Number 2007-0013789, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING AT a point which bears South 9°00'10" West, 379.25 feet, and South 80°59'50" East, 30.00 feet from the centerline intersection of Lime Kiln Road and Cienega Road as is shown on that certain Record of Survey recorded January 26, 2000, in Book 13 of Maps, page 16, San Benito County Records; thence from said Point of Beginning South 80°59'50" East, 20.00 feet; thence at right angles thereto and running parallel to and 50.00 feet easterly of the said centerline of Lime Kiln Road South 9°00'10" West, 55.00 feet; thence at right angles thereto North 80°59'50" West, 20.00 feet; thence at right angles thereto and running parallel to and 30.00 feet easterly of the said centerline of Lime Kiln Road North 9°00'10" East, 55.00 feet to the **POINT OF BEGINNING**.

K. Weatherly

11/22/19

Kenneth J. Weatherly

Date

PLS 6875 – expires 09/30/2020

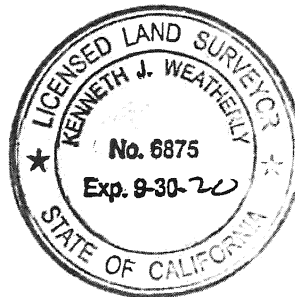


Exhibit "A-2"

APN 026-090-034

TEMPORARY CONSTRUCTION EASEMENT "B"

BEING A PORTION of that certain parcel of land conveyed by Grant Deed from Harlan T. Winkle and Mary Ann Drewitz-Winkle, as Trustees of the Harlan T. Winkle and Mary Ann Drewitz-Winkle Revocable Living Trust, u/a dated April 28, 2000, to Farming Nuts LLC, a California limited liability company, said Grant Deed recorded November 15, 2007 at Records File Number 2007-0013789, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING AT a point which bears South 9°00'10" West, 379.25 feet, and South 80°59'50" East, 50.00 feet and South 9°00'10" West, 302.00 feet from the centerline intersection of Lime Kiln Road and Cienega Road as is shown on that certain Record of Survey recorded January 26, 2000, in Book 13 of Maps, page 16, San Benito County Records; thence from said Point of Beginning South 80°59'50" East, 30.00 feet; thence at right angles thereto and running parallel to and 80.00 feet easterly of the said centerline of Lime Kiln Road South 9°00'10" West, 97.00 feet; thence at right angles thereto North 80°59'50" West, 30.00 feet; thence at right angles thereto and running parallel to and 50.00 feet easterly of the said centerline of Lime Kiln Road North 9°00'10" East, 97.00 feet to the **POINT OF BEGINNING**.

K. Weatherly u/24/19
Kenneth J. Weatherly Date
PLS 6875 – expires 09/30/2020



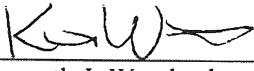
Exhibit "A-3"

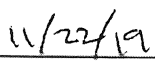
APN 026-090-034

TEMPORARY CONSTRUCTION EASEMENT "C"

BEING A PORTION of that certain parcel of land conveyed by Grant Deed from Harlan T. Winkle and Mary Ann Drewitz-Winkle, as Trustees of the Harlan T. Winkle and Mary Ann Drewitz-Winkle Revocable Living Trust, u/a dated April 28, 2000, to Farming Nuts LLC, a California limited liability company, said Grant Deed recorded November 15, 2007 at Records File Number 2007-0013789, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING AT a point which bears South 9°00'10" West, 379.25 feet, and South 80°59'50" East, 50.00 feet and South 9°00'10" West, 625.00 feet from the centerline intersection of Lime Kiln Road and Cienega Road as is shown on that certain Record of Survey recorded January 26, 2000, in Book 13 of Maps, page 16, San Benito County Records; thence from said Point of Beginning North 80°59'50" West, 20.00 feet; thence at right angles thereto and running parallel to and 30.00 feet easterly of the said centerline of Lime Kiln Road South 9°00'10" West, 80.00 feet; thence at right angles thereto South 80°59'50" East, 20.00 feet; thence at right angles thereto and running parallel to and 50.00 feet easterly of the said centerline of Lime Kiln Road North 9°00'10" East, 80.00 feet to the **POINT OF BEGINNING**.


Kenneth J. Weatherly
PLS 6875 – expires 09/30/2020


Date

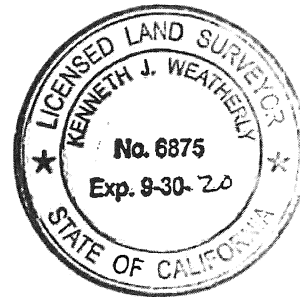
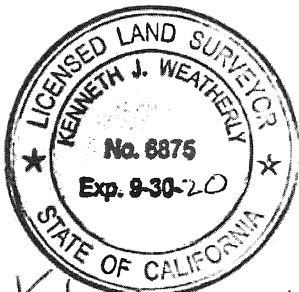
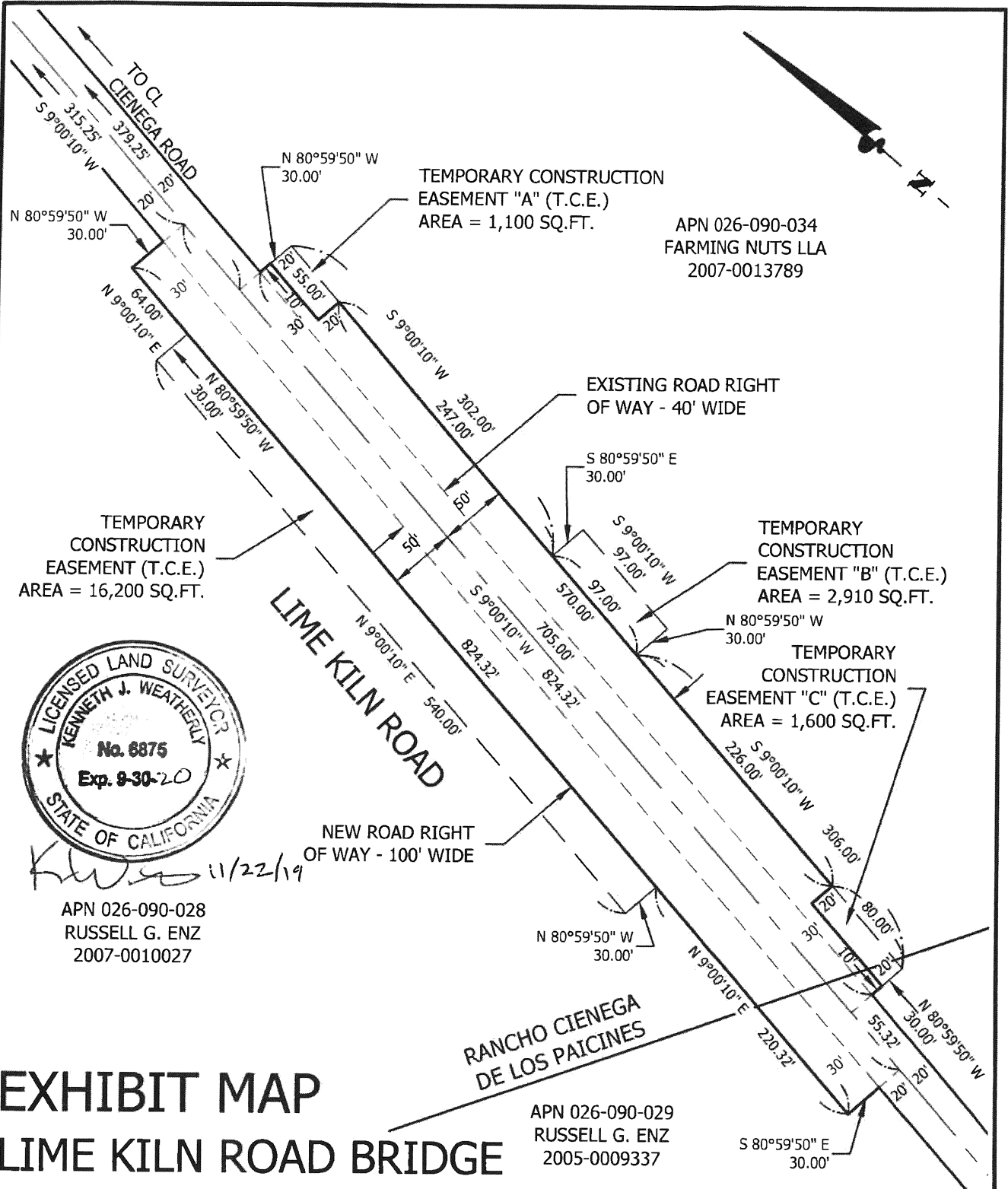


Exhibit "B"



KJW 11/22/19

APN 026-090-028
RUSSELL G. ENZ
2007-0010027

EXHIBIT MAP

LIME KILN ROAD BRIDGE

OCTOBER, 2019 SCALE 1" = 100'
SAN BENITO ENGINEERING & SURVEYING, INC.
502 MONTEREY STREET
HOLLISTER, CA 95023
831-637-2763

ATTACHMENT 2

RECORDING REQUESTED BY:

County of San Benito

EXEMPT FROM RECORDING FEES

[Government Code section 27383]

EXEMPT FROM DOCUMENTARY TRANSFER TAX

[Revenue and Taxation Code section 11922]

WHEN RECORDED MAIL TO:

County of San Benito

Resource Management Agency, Public Works Division

2301 Technology Parkway

Hollister, CA 95023

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED AND GRANT OF EASEMENTS:

ROAD RIGHT-OF-WAY

FEDERAL AID PROJECT NO: BRLO-5943(063)

Assessor's Parcel Number(s): 026-090-034 (portion)

FARMING NUTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("Grantor(s)") hereby grant and convey to the County of San Benito, a political subdivision of the State of California ("County"), for a valuable consideration, receipt of which is hereby acknowledged, {check those of the following that apply}

- ☒ {Grant deed} certain real property located in the County of San Benito, State of California, described in **Exhibit A**, attached hereto, and depicted in **Exhibit B**, attached hereto, both of which exhibits are incorporated herein by this reference, containing 0.42 acre(s), more or less, for road right-of-way purposes.
- ☐ {Permanent drainage easement grant} a permanent easement in, under, along, upon and across certain real property located in the County of San Benito, State of California, described in **Exhibit A**, attached hereto, and depicted in **Exhibit B**, attached hereto, both of which exhibits are incorporated herein by this reference, containing _____ acre(s), more or less, for the purpose of construction, maintenance, operation, inspection, repair and reconstruction of ____ and all necessary appurtenances thereto ("drainage facilities"), excepting and reserving the right, to be exercised by the Grantor(s) and by any others who have obtained permission or authority from the Grantor(s) to do so, consistent with the rights herein granted, to use the subject premises.

The terms, covenants, conditions, exceptions, obligations and reservations contained in this easement shall be binding upon and shall inure to the benefit of Grantor(s), County and their respective heirs, representatives, assigns and successors in interest, whether voluntary or involuntary, and shall continue as a servitude running with the subject property.

The Grantor(s) warrant(s) and represent that he/she/they is/are the owner(s) in fee

simple of the subject property and that he/she/they has/have the exclusive right to grant this easement.

- ☐ {*Permanent slope easement grant*} a permanent easement in, under, along, upon and across certain real property located in the County of San Benito, State of California, described in **Exhibit A**, attached hereto, and depicted in **Exhibit B**, attached hereto, both of which exhibits are incorporated herein by this reference, containing _____ acre(s), more or less, for road purposes to be used for construction and maintenance of slopes adjoining the road right-of-way, reserving unto the Grantor(s) and the Grantor(s) successors and assigns, the right to remove such slopes or portions thereof upon removing the necessity for maintaining such slopes or portions thereof or upon providing in place thereof other adequate lateral support, the design and construction of which shall be first approved by County for the protection and support of said road, excepting and reserving the right, to be exercised by the Grantor(s) and by any others who have obtained permission or authority from the Grantor(s) to do so, consistent with the rights herein granted, to use the subject premises.

The terms, covenants, conditions, exceptions, obligations and reservations contained in this easement shall be binding upon and shall inure to the benefit of Grantor(s), County and their respective heirs, representatives, assigns and successors in interest, whether voluntary or involuntary, and shall continue as a servitude running with the subject property.

The Grantor(s) warrant(s) and represent that he/she/they is/are the owner(s) in fee simple of the subject property and that he/she/they has/have the exclusive right to grant this easement.

- ☐ {*Permanent easement grant*} a permanent easement in, under, along, upon and across certain real property located in the County of San Benito, State of California, described in **Exhibit A**, attached hereto, and depicted in **Exhibit B**, attached hereto, both of which exhibits are incorporated herein by this reference, containing _____ acre(s), more or less, for purposes of _____, excepting and reserving the right, to be exercised by the Grantor(s) and by any others who have obtained permission or authority from the Grantor(s) to do so, consistent with the rights herein granted, to use the subject premises.

The terms, covenants, conditions, exceptions, obligations and reservations contained in this easement shall be binding upon and shall inure to the benefit of Grantor(s), County and their respective heirs, representatives, assigns and successors in interest, whether voluntary or involuntary, and shall continue as a servitude running with the subject property.

The Grantor(s) warrant(s) and represent that he/she/they is/are the owner(s) in fee simple of the subject property and that he/she/they has/have the exclusive right to grant this easement.

- ☒ {*Temporary construction easement grant(s)*} a temporary easement in, under, along, upon and across certain real property located in the County of San Benito, State of California,

described in **Exhibits A-1, A-2 and A-3**, attached hereto, and depicted in **Exhibit B**, attached hereto, which exhibits are incorporated herein by this reference, containing 0.13 acre(s), more or less, authorizing access for purposes of construction, maintenance, inspection, repair and reconstruction of Limekiln Road Bridge and all necessary appurtenances thereto ("facilities") in, under, along, upon, across and/or within the adjoining road right-of-way, during the Limekiln Road Bridge Replacement project, excepting and reserving the right, to be exercised by the Grantor(s) and by any others who have obtained permission or authority from the Grantor(s) to do so, consistent with the rights herein granted, to use the subject premises.

This Temporary Construction Easement shall be for a period of five (5) year(s) from the date February 1, 2022, and shall terminate on January 31, 2027.

The terms, covenants, conditions, exceptions, obligations and reservations contained in this Temporary Construction Easement shall be binding upon and shall inure to the benefit of Grantor(s), County and their respective heirs, representatives, assigns and successors in interest, whether voluntary or involuntary, and shall continue as a servitude running with the subject property, until terminated as provided herein.

The Grantor(s) warrant(s) and represent that he/she/they is/are the owner(s) in fee simple of the subject property and that he/she/they has/have the exclusive right to grant this Temporary Construction Easement.

The rights and duties of the Grantor(s) and of the County are further defined in the right-of-way agreement between the parties, which was executed on _____, 20__.

Signed this 22 day of December, 2021.

GRANTOR(S):

FARMING NUTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Name: _____

John Craig Hughes, as Trustee of the Hughes 2000 Trust dated February 21, 2000, its Member and Manager

Date: 12/22/2021

Name: _____

Sylvia Maria Hughes, also known as Sylvia Maria Vrecko, as Trustee of the Hughes 2000 Trust dated February 21, 2000, its Member and Manager

Date: Dec 22, 2021

CERTIFICATION OF ACCEPTANCE AND CONSENT TO RECORD:

GRANTEE:

This is to certify that the interest in real property conveyed by {check those of the following that apply}

- ☒ the deed or grant
☐ the permanent easement grant(s)
☒ the temporary easement grant(s)

dated _____ from FARMING NUTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, 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 _____ pursuant to authority conferred by resolution of the board of supervisors, Resolution No. _____ adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

ACCEPTED:

San Benito County Board of Supervisors

By: _____
Bea Gonzales, Chair

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

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

Date: Jan. 28, 2022

ACKNOWLEDGMENT

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

State of California
County of San Mateo)

On December 22, 2021 before me, V.M. Cothran, notary public
(insert name and title of the officer)

personally appeared John Craig Hughes and Sylvia Maria Hughes
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 VM Cothran (Seal)



Exhibit "A"

APN 026-090-034

NEW RIGHT OF WAY

BEING A PORTION of that certain parcel of land conveyed by Grant Deed from Harlan T. Winkle and Mary Ann Drewitz-Winkle, as Trustees of the Harlan T. Winkle and Mary Ann Drewitz-Winkle Revocable Living Trust, u/a dated April 28, 2000, to Farming Nuts LLC, a California limited liability company, said Grant Deed recorded November 15, 2007 at Records File Number 2007-0013789, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING AT a point on the easterly line of Lime Kiln Road, 40 feet wide, at a point which bears South 9°00'10" West, 379.25 feet, and South 80°59'50" East, 20.00 feet from the centerline intersection of Lime Kiln Road and Cienega Road as is shown on that certain Record of Survey recorded January 26, 2000, in Book 13 of Maps, page 16, San Benito County Records; thence along said easterly line of Lime Kiln Road South 9°00'10" West, 705.00 feet; thence leaving said easterly line at right angles thereto South 80°59'50" East, 10.00 feet; thence along a line parallel with and 10.00 feet easterly of the said easterly line of Lime Kiln Road North 9°00'10" East, 80.00 feet; thence at right angles thereto South 80°59'50" East, 20.00 feet; thence at right angles thereto along a line parallel with and 30.00 feet easterly of the said easterly line of Lime Kiln Road North 9°00'10" East, 570.00 feet; thence at right angles thereto North 80°59'50" West, 20.00 feet; Thence at right angles thereto along a line parallel to and 30.00 feet easterly of the said easterly line of Lime Kiln Road North 9°00'10" East, 55.00 feet; thence at right angles thereto North 80°59'15" West, 10.00 feet to the **POINT OF BEGINNING**.



Kenneth J. Weatherly

PLS 6875 – expires 09/30/2020

11/22/19

Date



Exhibit "A-1"

APN 026-090-034

TEMPORARY CONSTRUCTION EASEMENT "A"

BEING A PORTION of that certain parcel of land conveyed by Grant Deed from Harlan T. Winkle and Mary Ann Drewitz-Winkle, as Trustees of the Harlan T. Winkle and Mary Ann Drewitz-Winkle Revocable Living Trust, u/a dated April 28, 2000, to Farming Nuts LLC, a California limited liability company, said Grant Deed recorded November 15, 2007 at Records File Number 2007-0013789, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING AT a point which bears South 9°00'10" West, 379.25 feet, and South 80°59'50" East, 30.00 feet from the centerline intersection of Lime Kiln Road and Cienega Road as is shown on that certain Record of Survey recorded January 26, 2000, in Book 13 of Maps, page 16, San Benito County Records; thence from said Point of Beginning South 80°59'50" East, 20.00 feet; thence at right angles thereto and running parallel to and 50.00 feet easterly of the said centerline of Lime Kiln Road South 9°00'10" West, 55.00 feet; thence at right angles thereto North 80°59'50" West, 20.00 feet; thence at right angles thereto and running parallel to and 30.00 feet easterly of the said centerline of Lime Kiln Road North 9°00'10" East, 55.00 feet to the **POINT OF BEGINNING**.

K. Weatherly

11/22/19

Kenneth J. Weatherly

Date

PLS 6875 – expires 09/30/2020

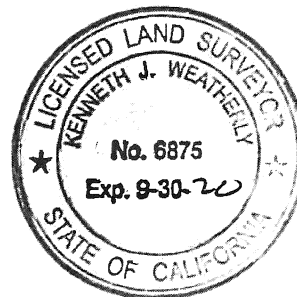


Exhibit "A-2"

APN 026-090-034

TEMPORARY CONSTRUCTION EASEMENT "B"

BEING A PORTION of that certain parcel of land conveyed by Grant Deed from Harlan T. Winkle and Mary Ann Drewitz-Winkle, as Trustees of the Harlan T. Winkle and Mary Ann Drewitz-Winkle Revocable Living Trust, u/a dated April 28, 2000, to Farming Nuts LLC, a California limited liability company, said Grant Deed recorded November 15, 2007 at Records File Number 2007-0013789, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING AT a point which bears South 9°00'10" West, 379.25 feet, and South 80°59'50" East, 50.00 feet and South 9°00'10" West, 302.00 feet from the centerline intersection of Lime Kiln Road and Cienega Road as is shown on that certain Record of Survey recorded January 26, 2000, in Book 13 of Maps, page 16, San Benito County Records; thence from said Point of Beginning South 80°59'50" East, 30.00 feet; thence at right angles thereto and running parallel to and 80.00 feet easterly of the said centerline of Lime Kiln Road South 9°00'10" West, 97.00 feet; thence at right angles thereto North 80°59'50" West, 30.00 feet; thence at right angles thereto and running parallel to and 50.00 feet easterly of the said centerline of Lime Kiln Road North 9°00'10" East, 97.00 feet to the **POINT OF BEGINNING**.

KJ Weatherly

11/22/19

Kenneth J. Weatherly

Date

PLS 6875 – expires 09/30/2020



Exhibit "A-3"

APN 026-090-034

TEMPORARY CONSTRUCTION EASEMENT "C"

BEING A PORTION of that certain parcel of land conveyed by Grant Deed from Harlan T. Winkle and Mary Ann Drewitz-Winkle, as Trustees of the Harlan T. Winkle and Mary Ann Drewitz-Winkle Revocable Living Trust, u/a dated April 28, 2000, to Farming Nuts LLC, a California limited liability company, said Grant Deed recorded November 15, 2007 at Recorders File Number 2007-0013789, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING AT a point which bears South 9°00'10" West, 379.25 feet, and South 80°59'50" East, 50.00 feet and South 9°00'10" West, 625.00 feet from the centerline intersection of Lime Kiln Road and Cienega Road as is shown on that certain Record of Survey recorded January 26, 2000, in Book 13 of Maps, page 16, San Benito County Records; thence from said Point of Beginning North 80°59'50" West, 20.00 feet; thence at right angles thereto and running parallel to and 30.00 feet easterly of the said centerline of Lime Kiln Road South 9°00'10" West, 80.00 feet; thence at right angles thereto South 80°59'50" East, 20.00 feet; thence at right angles thereto and running parallel to and 50.00 feet easterly of the said centerline of Lime Kiln Road North 9°00'10" East, 80.00 feet to the **POINT OF BEGINNING**.

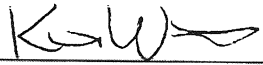

Kenneth J. Weatherly 11/22/19
Date
PLS 6875 – expires 09/30/2020



Exhibit "B"

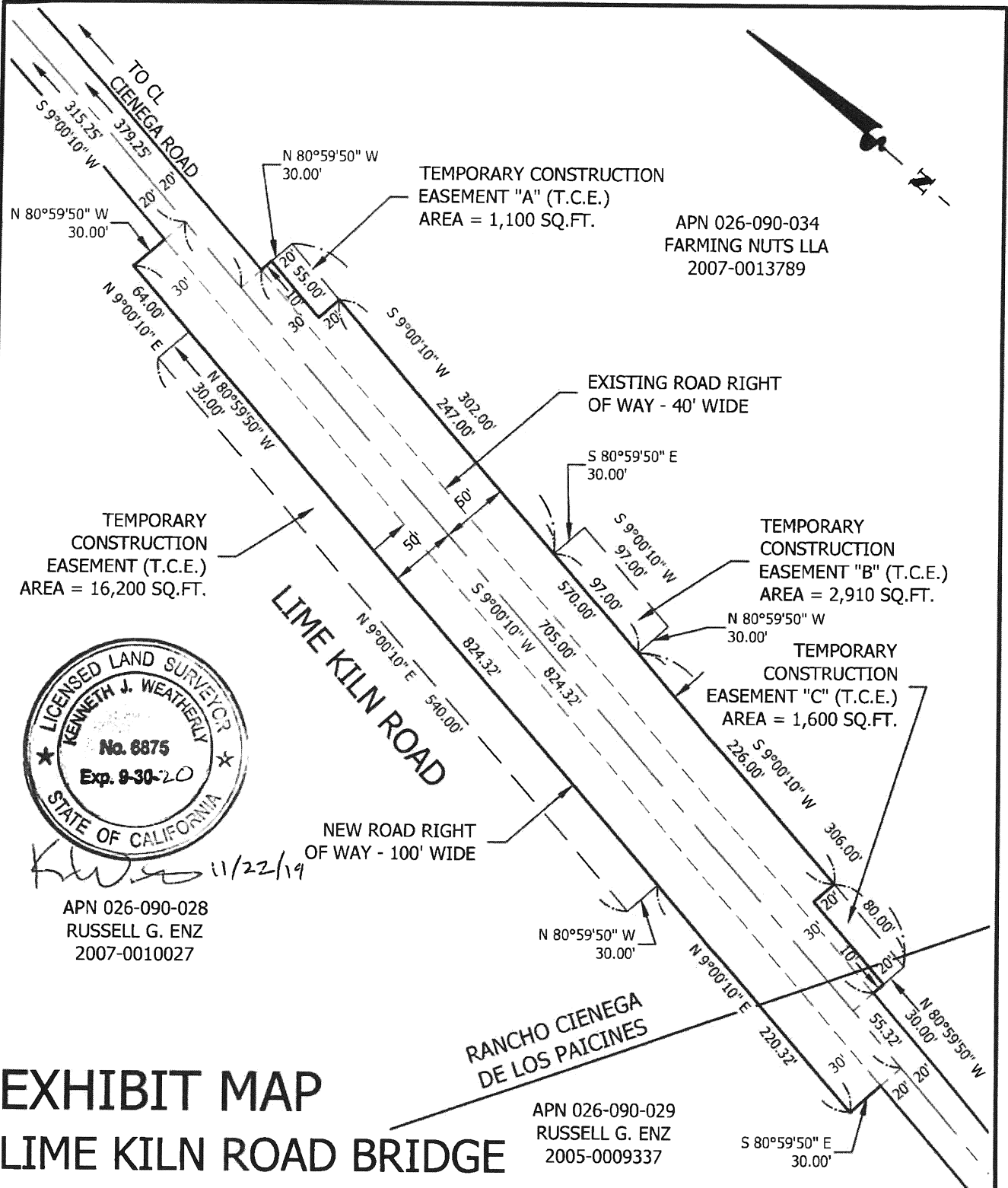


EXHIBIT MAP

LIME KILN ROAD BRIDGE

OCTOBER, 2019 SCALE 1" = 100'
SAN BENITO ENGINEERING & SURVEYING, INC.
502 MONTEREY STREET
HOLLISTER, CA 95023
831-637-2763