

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 TO)
APPROVE THE FORMS OF GRANT DEEDS AND)
EASEMENT GRANTS, AND AUTHORIZE THE)
INTERIM RMA DIRECTOR TO ACCEPT GRANT)
DEEDS AND EASEMENT GRANTS ON THE)
APPROVED FORMS FROM THE SAN BENITO)
COUNTY WATER CONSERVATION AND FLOOD)
CONTROL DISTRICT, FOR THE PURCHASE OF)
REAL PROPERTY FOR ROAD RIGHT-OF-WAY FOR)
THE UNION ROAD BRIDGE PROJECT, AND TO)
AUTHORIZE PAYMENT FOR SUCH PURCHASE)

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

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

WHEREAS, the property owner, the Board of Directors for the San Benito County Water Conservation and Flood Control District, a political subdivision of the State of California ("Grantor"), adopted Resolution No. 2022-14 at its regular meeting of April 27, 2022, authorizing the District Manager to execute a Property Purchase Agreement and conveying to the County of San Benito, a political subdivision of the State of California ("County"), a grant deed for road right-of-way, a grant deed and permanent retaining wall and access easement grant in perpetuity and a temporary construction easement grant over land described therein, copies of which are attached hereto and incorporated herein by reference as **Attachments 1 (Property Purchase Agreement), 2 (Grant Deed for right-of-way), 3 (Permanent Retaining Wall and Access Easement Deed), and 4 (Grant of Temporary Construction Easement)**; and

WHEREAS, the San Benito County Resource Management Agency, Public Works Division obtained an appraisal of the fair market value of the property rights to be granted and determined that the fair market value of the necessary property rights is below the County's adopted minimum value payment; and

WHEREAS, the San Benito County Resource Management Agency, Public Works Division incorporated the County's adopted minimum value payment into the Property Purchase Agreement (**Attachment 1**); and

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

2
3 **WHEREAS**, the District Manager of the San Benito County Water Conservation and Flood
4 Control District ("Grantor") is prepared to execute the Property Purchase Agreement
5 (**Attachment 1**), and the grant deeds with associated easements grants (**Attachments 2**
6 **through 4**), to convey the necessary property interests to the County, upon the County's
7 execution of the Property Purchase Agreement (**Attachment 1**) and on the condition that
8 the County pay fair market value as established in the appraisal and the County's adopted
9 minimum value payment; and

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

12 **WHEREAS**, the Board of Supervisors' Resolution may authorize a County Officer to
13 accept and consent to record grant deeds and easement grants for and on behalf of the
14 County; and

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

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

- 18 ☒ fee simple title(s) for a road right-of-way
19 ☐ permanent easement(s) for drainage purposes
20 ☐ permanent easement(s) for purposes of slope maintenance
21 ☒ permanent easement(s) for purposes of a retaining wall and maintenance of said
22 retaining wall
23 ☐ permanent easement(s) for purposes of public utilities and maintenance of said
24 public utilities
25 ☐ permanent easement(s) authorizing access for maintenance of *{check any of the*
26 *following that apply:}*
27 ☐ the road right-of-way and associated appurtenances
28 ☐ the drainage facilities and associated appurtenances
☐ the slope adjoining the road right-of-way
☐ permanent easement(s) for _____ purposes
☒ temporary construction easement(s)

for the Union Road Bridge project and that acceptance of these property interests
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
purposes;

1 (b) the value estimate in the Property Purchase Agreement (**Attachment 1**) reflects the
2 fair market value for the property rights granted; and

3 (c) the Grantor is entitled to payment of fair market value for the property rights
4 granted, in the amounts established in such appraisal and the Grantor requests such
5 payment.

6 **NOW THEREFORE BE IT RESOLVED** that the San Benito County Board of Supervisors
7 hereby approves the Property Purchase Agreement reflected in **Attachment 1** and
8 approves the form of the grants reflected in **Attachments 2 through 4** for and on behalf of
9 the County of San Benito; and

10 **BE IT FURTHER RESOLVED** that the San Benito County Board of Supervisors hereby
11 authorizes the Interim Resource Management Agency Director to accept the grant deeds
12 and permanent easement grants executed on the forms reflected in **Attachments 2 and 3**
13 and to accept the temporary construction easement grant executed on the form reflected in
14 **Attachment 4**, for and on behalf of the County of San Benito, upon Grantor's delivery of
15 the fully executed grant deeds and easement grants to the County; and

16 **BE IT FURTHER RESOLVED** that the San Benito County Board of Supervisors authorizes
17 payment to those Grantors who have requested payment of fair market value for the
18 property rights granted, as reflected in the Property Purchase Agreement (**Attachment 1**)
19 from Budget Line Item 210.70.2020.1211.650.203; and

20 **BE IT FURTHER RESOLVED** that San Benito County Board of Supervisors hereby
21 authorizes and directs the Chair of the Board of Supervisors to execute the Property
22 Purchase Agreement reflected in **Attachment 1**, for and on behalf of the County of San
23 Benito; and

24 **BE IT FURTHER RESOLVED** that the San Benito County Board of Supervisors hereby
25 authorizes and directs the Interim Resource Management Agency Director to execute the
26 certification of acceptance and consent to record the grant deeds and permanent easement
27 grants reflected in **Attachments 2 and 3**, and the certification of acceptance and consent to
28 record the temporary construction easement grant(s) reflected in **Attachment 4**, for and on
behalf of the County of San Benito, upon Grantor's delivery of the fully executed grant
deeds and easement grants; and

BE IT FURTHER RESOLVED that the San Benito County Board of Supervisors hereby
authorizes and directs the Interim Resource Management Agency Director to transmit the
fully executed grant deeds and permanent easement grants and temporary construction
easement grant(s) reflected in **Attachments 2 through 4** to the San Benito County
Recorder's Office for recording; and

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

6 **PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF**
7 **SAN BENITO THIS 10th DAY OF MAY, 2022 BY THE FOLLOWING VOTE:**

8 Ayes: Supervisor(s):
9 Noes: Supervisor(s):
10 Absent: Supervisor(s):
11 Abstain: Supervisor(s):

12 By: _____
13 Bea Gonzales, Chair

14 **ATTEST:**
15 Jennifer Frechette, Clerk of the Board

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

18 By: _____

19 By: Shirley L. Murphy
20 Shirley L. Murphy, Deputy County Counsel
21 Date: May 4, 2022

22 Date: _____

Attachment 1

GRANTOR: SAN BENITO COUNTY WATER CONSERVATION AND FLOOD CONTROL DISTRICT APN: 020-280-035 (portion of)
PROJECT: UNION ROAD BRIDGE REPLACEMENT PROJECT

COUNTY OF SAN BENITO **PROPERTY PURCHASE AGREEMENT**

In consideration of the terms and conditions set forth in this Property Purchase Agreement (the "Agreement") San Benito County Water Conservation and Flood Control District ("GRANTOR") shall deposit in an escrow designated by the County of San Benito ("COUNTY"), a Grant Deed, Easement Deed, and Temporary Construction Easement Deed suitable for recordation and conveying from GRANTOR to COUNTY 2,186 square feet of Fee Simple as described and depicted in **Exhibits A & B**, 367 square feet of Permanent Retaining Wall Easement as described and depicted in **Exhibits A-1 & B-1**, and 906 square feet of Temporary Construction Easement depicted in **Exhibits A-2 & B-2** attached hereto and incorporated herein by reference from property located South of Union Road identified as a portion of Assessor's Parcel Number 020-280-035 (collectively "Subject Property").

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 Fee Simple Acquisition [**Exhibits A & B**], Permanent Easement [**Exhibits A-1 & B-1**], and Temporary Construction Easement [**Exhibits A-2 & B-2**] 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 TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500) for the Subject Property to the following title company: First American Title for the account of the GRANTOR, Escrow No. 3422-6052081 conditioned upon the Subject 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 September 11, 2019, 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. Prior to the close of escrow, have the authority to deduct and pay from the amount shown in Clause 2A herein any amount necessary to satisfy any liens, bond demands and delinquent taxes due, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent taxes and 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.

3. **Temporary Construction Easement**

The Subject Property includes a Temporary Construction Easement (“TCE”) for the use and storage of tools, machinery, materials and equipment by COUNTY, together with the right of ingress to and egress from said property and the right at all times to enter and use said real property and every part thereof for all purposes connected with the construction of the proposed public improvement for a period of sixty (60) months, said period to commence with first entry on GRANTOR’S property by COUNTY’S contractor on or about January 1, 2023, and to end on January 1, 2028. At least 48 hours advance written notice will be given before any entry on GRANTOR’S property. The amount set forth in Clause 2A herein includes full payment for the TCE.

- A. COUNTY agrees to promptly restore any damage to the TCE area and/or the parcels upon which the 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.
- B. In the event GRANTOR sells, conveys or assigns any property interest, encumbered by the Agreement prior to COUNTY exercising the rights granted herein, GRANTOR shall notify the successor or assigner of the rights and obligations of both parties as included herein.
- C. COUNTY shall have the option to extend beyond the thirty (60) month period referred to above for a period not to exceed twelve (12) months. 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 \$2.33 per month for the term of the option period.
- D. COUNTY shall indemnify, defend and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, injuries, actions, costs and expenses (including reasonable attorneys’ fees and costs), arising from or related to COUNTY’S use of the work easement area, exercise of COUNTY’S rights under this Agreement, or work performed in connection with the Project. The provisions of the immediately preceding sentence shall not be applicable to the extent of GRANTOR’S negligence or willful misconduct.

4. **COUNTY Performed Work**

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by COUNTY, shall be left in as good condition as found.

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 Subject Property being acquired in this transaction reflects the fair market value of the Subject Property without the presence of contamination. If the Subject 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 Subject 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 upon deposit of funds into escrow, 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 Subject 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 Subject Property held by any tenant of GRANTOR for a period exceeding one month.

11. **Quitclaim Deeds**

If any lessee interests are identified in Clause 9 herein, as a condition precedent to approval of this Agreement by the COUNTY, 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 Claims**

GRANTOR, for itself, its agents, assigns, successors in interest, and any related or affiliated entities, hereby fully releases and discharges COUNTY, its agents, employees, officers, directors, divisions, attorneys, accountants, insurers, successors, and other representatives, and any and all related or affiliated private or public agencies or entities, from any and all causes of

action, actions, judgments, liens, indebtedness, obligations, 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 acknowledges that it may hereafter discover facts or law different from, or in addition to that which it now believes to be true with respect to its release of claims as set forth in this Agreement, and understands that by executing this Agreement it is waiving any rights of claims for any other or future benefits or damages to which it might be entitled which are not specifically exempted herein. In giving this release, GRANTOR expressly waives 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 Clause shall have no force and effect.

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. **Integrity of Property**

Except as otherwise provided herein or by express written permission granted by COUNTY, GRANTOR shall not, after the date of execution of this Agreement and the close of escrow, alienate, lien, encumber or otherwise transfer 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 COUNTY's use of the Subject Property. GRANTOR shall maintain the Subject Property in its current condition and shall make, at GRANTOR's expense, all repairs necessary to maintain the Subject Property in such condition.

16. **Casualty or Loss**

If, prior to the close of escrow, GRANTOR becomes aware that all or any material portion of the Subject Property has been destroyed, or substantially damaged, GRANTOR shall promptly give COUNTY written notice of the event, and COUNTY, at its option, may, on or before the close of escrow, elect to terminate this Agreement by giving GRANTOR 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 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 shall assign, transfer, and set over to COUNTY all of the right, title, and interest of GRANTOR 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 COUNTY for the property acquisition under this Agreement.

17. **Counterparts Signature**

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

18. **Specific Performance and Other Remedies**

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.

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

COUNTY OF SAN BENITO, BOARD OF SUPERVISORS

GRANTOR:
San Benito County Water
Conservation and Flood Control District

By: _____
Bea Gonzalez
Title: Chair
Date: _____

Print Name:

Title:

Date:

Approved as to Legal Form:

San Benito County Counsel's Office

By: _____
Shirley L. Murphy
Title: Deputy County Counsel
Date: _____

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

EXHIBIT A

LEGAL DESCRIPTION FOR SAN BENITO STREET RIGHT-OF-WAY DEDICATION

All that real property situated in the County of San Benito, State of California, being a portion of the Lands described in the Partnership Grant Deed recorded December 10, 1985 as Document 8507551, Official Records of San Benito County, California, being more particularly described as follows:

Beginning at an angle point on the north line of the 3.456 acre parcel shown on the Record of Survey filed February 25, 1974 in Book 8 of Maps, at Page 27, Records of San Benito County, California, said point being the northwesterly terminus of the course designated as "N84°48'W 270.00 feet" on said Record of Survey; thence along the west line of said Lands, N04°20'56"E, a distance of 69.61 feet to the north line of said Lands; thence along said north line, S82°17'46"E, a distance of 14.32 feet to the beginning of a non-tangent curve to the left, of which the radius point lies N69°59'02"E, a radial distance of 975.50 feet; thence leaving said north line, southerly along said curve, through a central angle of 04°39'26", a distance of 79.29 feet to the north line of said 3.456 acre parcel; thence along said north line, N83°18'04"W, a distance of 49.95 feet to the **Point of Beginning**.

Containing 2,186 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.

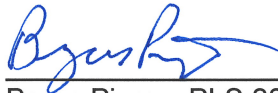
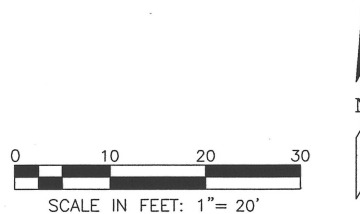
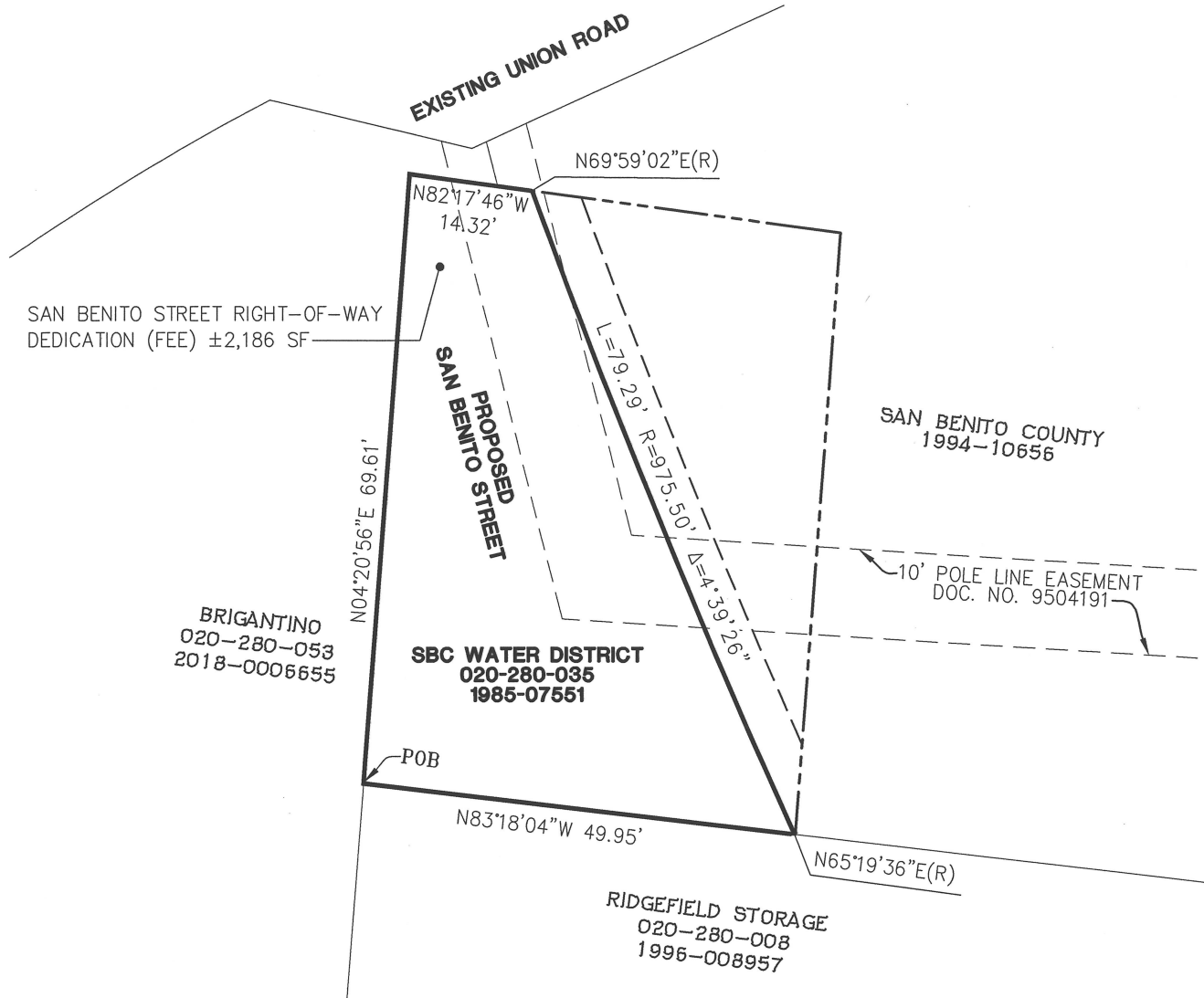
 11/26/2019
Bryan Pierce, PLS 8859 Date



EXHIBIT B



SAN BENITO STREET
RIGHT-OF-WAY DEDICATION

SBC WATER DISTRICT PROPERTY

APN: 020-280-035

SAN BENITO COUNTY, CALIFORNIA

RJA

RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

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

SCALE:
1" = 20'

DATE:
11-26-2019

JOB NO.:
092003

EXHIBIT A-1

LEGAL DESCRIPTION FOR A RETAINING WALL EASEMENT

All that real property situated in the County of San Benito, State of California, being a portion of the Lands described in the Partnership Grant Deed recorded December 10, 1985 as Document 8507551, Official Records of San Benito County, California, being more particularly described as follows:

Commencing at an angle point on the north line of the 3.456 acre parcel shown on the Record of Survey filed February 25, 1974 in Book 8 of Maps, at Page 27, Records of San Benito County, California, said point being the northwesterly terminus of the course designated as "N84°48'W 270.00 feet" on said Record of Survey; thence along said north line, S83°18'04"E, a distance of 49.95 feet to the **Point of Beginning**; said point also being the beginning of a non-tangent curve to the right, of which the radius point lies N65°19'36"E, a radial distance of 975.50 feet; thence leaving said north line, northerly along the arc, through a central angle of 04°39'26", a distance of 79.29 feet to the north line of said Lands; thence along said north line, S82°17'46"E, a distance of 5.65 feet to the beginning of a non-tangent curve to the left, of which the radius point lies N69°49'43"E, a radial distance of 970.50 feet; thence leaving said north line, southerly along said curve, through a central angle of 03°58'37", a distance of 67.36 feet to the east line of said Lands; thence along said east line, S04°20'56"W, a distance of 10.23 feet to the north line of said 3.456 acre parcel; thence along said north line, N83°18'04"W, a distance of 0.09 feet to the **Point of Beginning**.

Containing 367 square feet, more or less.

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

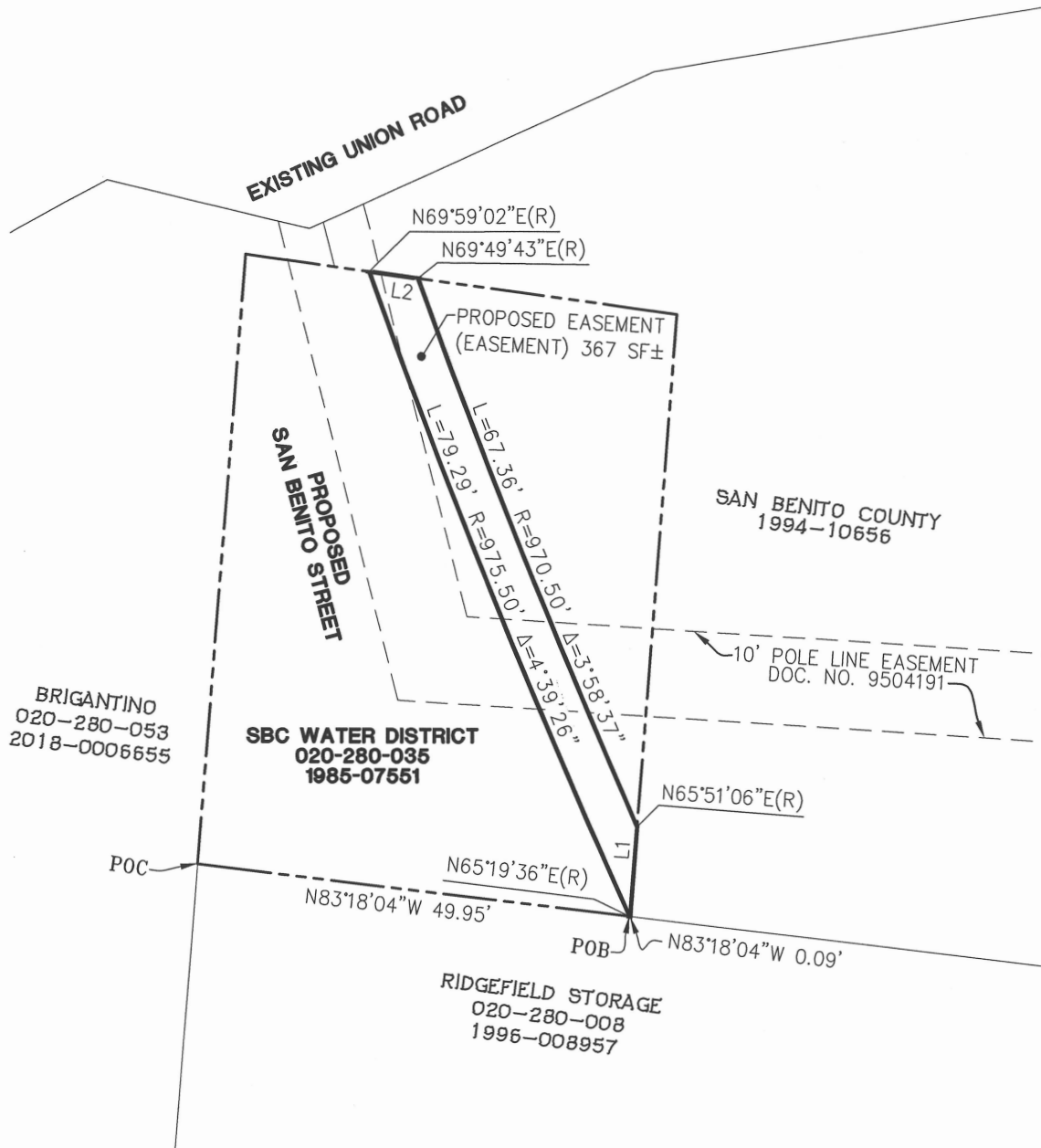
END OF DESCRIPTION.

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

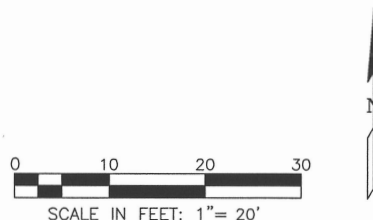
Bryan Pierce 11/26/2019
Bryan Pierce, PLS 8859 Date



EXHIBIT B-1



LINE TABLE		
LINE	BEARING	DIST
L1	N04°20'56"E	10.23'
L2	N82°17'46"W	5.65'



PROPOSED EASEMENT
EAST OF SAN BENITO STREET
SBC WATER DISTRICT PROPERTY

APN: 020-280-035
SAN BENITO COUNTY, CALIFORNIA

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

SCALE:
1" = 20'

DATE:
11-26-2019

JOB NO.:
092003

EXHIBIT A-2

LEGAL DESCRIPTION FOR A TEMPORARY 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 Partnership Grant Deed recorded December 10, 1985 as Document 8507551, Official Records of San Benito County, California, being more particularly described as follows:

Commencing at an angle point on the north line of the 3.456 acre parcel shown on the Record of Survey filed February 25, 1974 in Book 8 of Maps, at Page 27, Records of San Benito County, California, said point being the northwesterly terminus of the course designated as "N84°48'W 270.00 feet" on said Record of Survey; thence along said north line, S83°18'04"E, a distance of 50.04 feet to the east line of said Lands; thence along said east line, N04°20'56"E, 10.23 feet to the **Point of Beginning**; said point also being the beginning of a curve to the right, of which the radius point lies N65°51'06"E, a radial distance of 970.50 feet; thence leaving said east line, northwesterly along the arc, through a central angle of 03°58'37", a distance of 67.36 feet to the north line of said Lands; thence along said north line, S82°17'46"E, a distance of 30.11 feet to the east line of said Lands; thence along said east line, S04°20'56"W, a distance of 58.51 feet to the **Point of Beginning**

Containing 906 square feet, more or less.

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

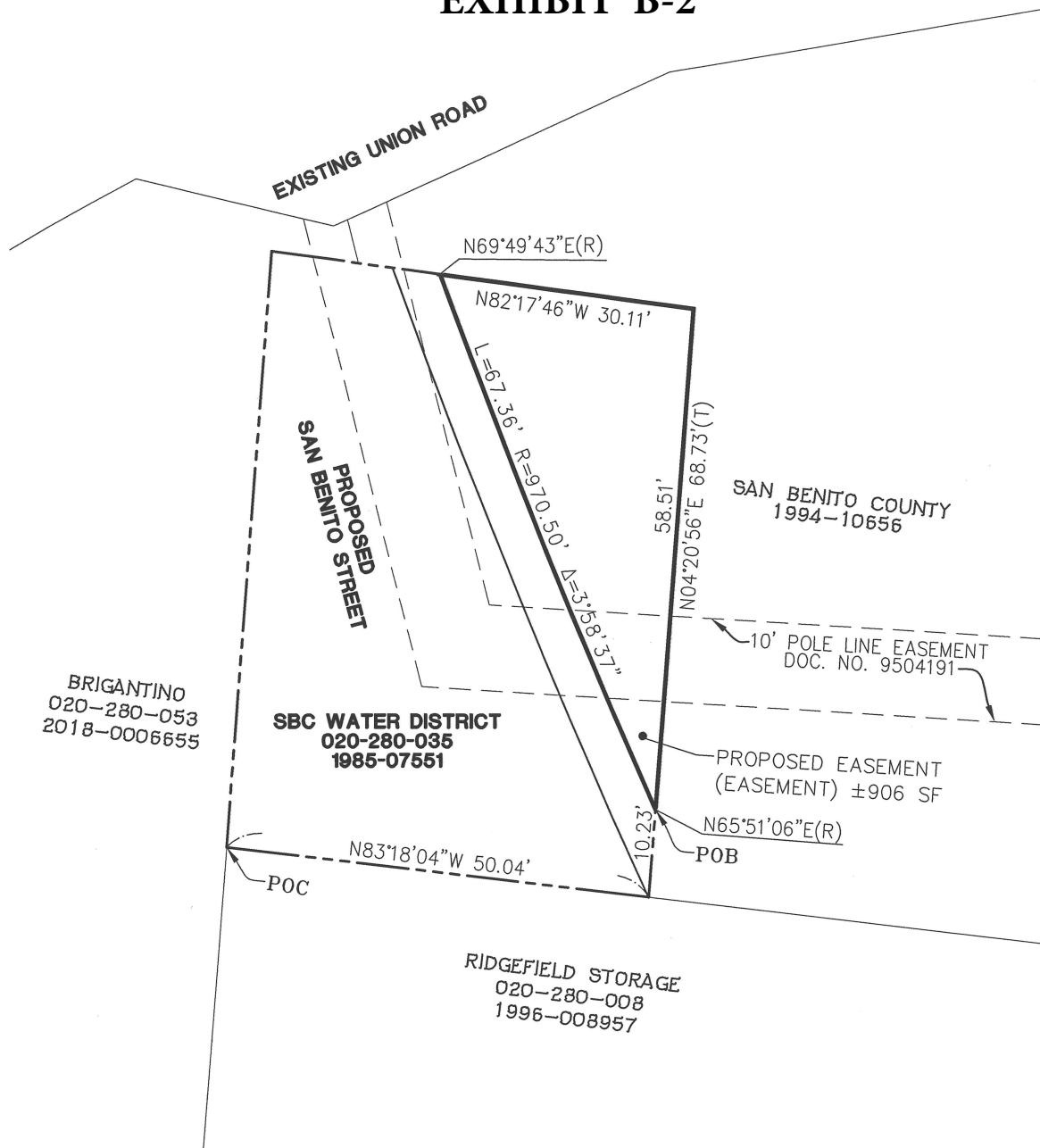
END OF DESCRIPTION.

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

Bryan Pierce 11/26/2019
Bryan Pierce, PLS 8859 Date



EXHIBIT B-2



LINE TABLE		
LINE	BEARING	DIST
L3	N86°27'32"W	6.69'
L4	N04°20'56"E	12.63'
L8	N04°20'56"E	10.23'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	14.21'	970.50'	0°50'20"

0 10 20 30
SCALE IN FEET: 1" = 20'



PROPOSED EASEMENT
EAST OF SAN BENITO STREET
SBC WATER DISTRICT PROPERTY

APN: 020-280-035
SAN BENITO COUNTY, CALIFORNIA

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

SCALE:
1" = 20'

DATE:
11-26-2019

JOB NO.:
092003

Attachment 2

RECORDING REQUESTED BY:

County of San Benito

WHEN RECORDED MAIL TO:

County of San Benito
Resource Management Agency
Attention: Deems Katada
2301 Technology Parkway
Hollister, CA 95023

SPACE ABOVE FOR RECORDER'S USE

APN: 020-280-035 (*Portion*)

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922 (Governmental Agency acquiring title).

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SAN BENITO COUNTY WATER CONSERVATION AND FLOOD CONTROL DISTRICT

HEREBY GRANT(S) TO

County of San Benito (GRANTEE)

That certain property in the County of San Benito, State of California, more particularly described in Exhibits A and B, attached hereto and by this reference incorporated herein.

Dated: _____, 20____

**San Benito County Water Conservation and
Flood Control District**

By: _____
Print Name:

Title: _____

This deed is hereby accepted by the County of San Benito Board of Supervisors as disclosed by the attached Certificate of Acceptance by its Chair of the Board of Supervisors and attested thereto by the County Clerk.

NOTARY ACKNOWLEDGMENT ATTACHED

CALIFORNIA ALL-PURPOSE 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 _____

On this _____ day of _____, 20____, before me, _____, a Notary Public in and for the State of California, personally appeared _____ 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 the day and year first above written.

NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE

(Pursuant to Government Code §27281)

THIS IS TO CERTIFY that the interest in real property conveyed by, (Grantor) to the County of San Benito, (Grantee), is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. _____, adopted by the County of San Benito Board of Supervisors _____ on _____ and the Grantee consents to recordation thereof by its duly authorized representative.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 20____.

County of San Benito, Board of Supervisors

Accepted by: _____
Bea Gonzales, Chair

Approved as to Legal Form:

San Benito County Counsel's Office

By: _____
Shirley L. Murphy, Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION FOR SAN BENITO STREET RIGHT-OF-WAY DEDICATION

All that real property situated in the County of San Benito, State of California, being a portion of the Lands described in the Partnership Grant Deed recorded December 10, 1985 as Document 8507551, Official Records of San Benito County, California, being more particularly described as follows:

Beginning at an angle point on the north line of the 3.456 acre parcel shown on the Record of Survey filed February 25, 1974 in Book 8 of Maps, at Page 27, Records of San Benito County, California, said point being the northwesterly terminus of the course designated as "N84°48'W 270.00 feet" on said Record of Survey; thence along the west line of said Lands, N04°20'56"E, a distance of 69.61 feet to the north line of said Lands; thence along said north line, S82°17'46"E, a distance of 14.32 feet to the beginning of a non-tangent curve to the left, of which the radius point lies N69°59'02"E, a radial distance of 975.50 feet; thence leaving said north line, southerly along said curve, through a central angle of 04°39'26", a distance of 79.29 feet to the north line of said 3.456 acre parcel; thence along said north line, N83°18'04"W, a distance of 49.95 feet to the **Point of Beginning**.

Containing 2,186 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.

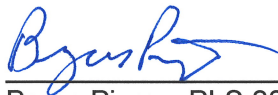
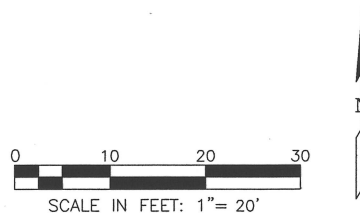
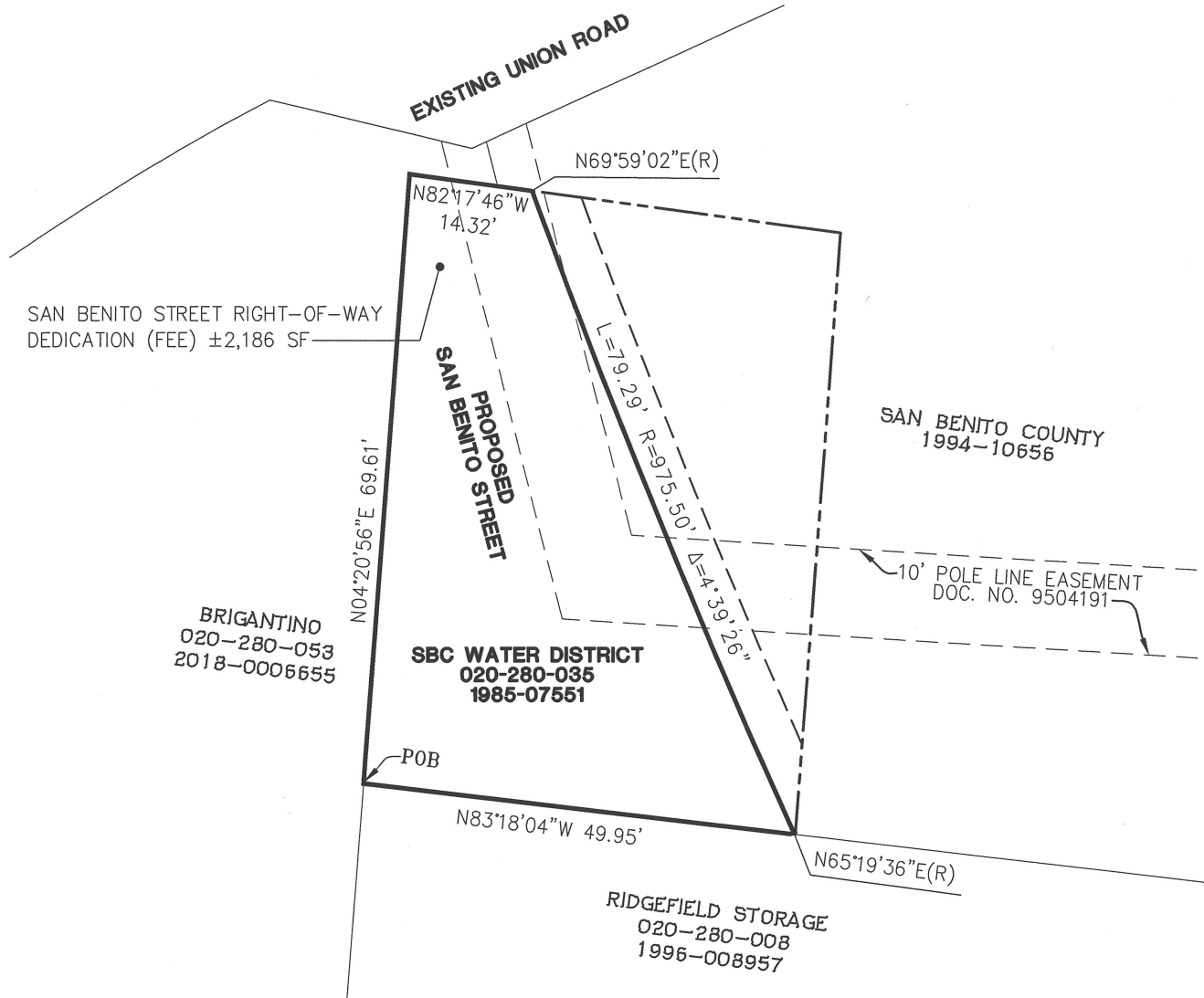
 11/26/2019
Bryan Pierce, PLS 8859 Date



EXHIBIT B



SAN BENITO STREET
RIGHT-OF-WAY DEDICATION

SBC WATER DISTRICT PROPERTY

APN: 020-280-035

SAN BENITO COUNTY, CALIFORNIA

RJA

RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

8055 CAMINO ARROYO GILROY, CA 95020

PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE:
1" = 20'

DATE:
11-26-2019

JOB NO.:
092003

Attachment 3

<p><i>Recording Requested by:</i></p> <p>County of San Benito</p> <p>When Recorded, Mail To:</p> <p>County of San Benito Resource Management Agency Attention: Deems Katada 2301 Technology Parkway Hollister, CA 95023</p> <p><i>APN: 020-280-035 (Portion)</i></p>	<p><i>(SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE)</i></p>
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This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922 (Governmental Agency acquiring title).

RETAINING WALL AND ACCESS EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SAN BENITO COUNTY WATER CONSERVATION AND FLOOD CONTROL DISTRICT, hereinafter called GRANTOR, hereby grants to the County of San Benito, its successors and assigns, hereinafter called GRANTEE, a permanent easement for the purpose of lateral support for a retaining wall and the right and privilege to maintain said retaining wall, as Grantee may see fit, inclusive of all necessary lateral supports, in, under, over, along, upon and across, all that real property in the City of Hollister, County of San Benito, State of California, described as:

Easement as described and depicted in Exhibits "A-1" and Exhibit "B-1" attached hereto

GRANTOR shall not erect or construct any building or other structure or drill or operate any well under or within the Easement, nor permit the erection or construction of any building or other structure or drilling or operation of any well within the Easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have entered into this Easement Deed as of this _____ day of _____, 2022.

SIGNED:

By: _____
Print Name:

Title: _____

CALIFORNIA ALL-PURPOSE 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 _____

On this _____ day of _____, 20____, before me, _____, a Notary Public in and for the State of California, personally appeared _____ 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 the day and year first above written.

NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE

(Pursuant to Government Code §27281)

THIS IS TO CERTIFY that the interest in real property conveyed by, (Grantor) to the County of San Benito, (Grantee), is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. _____, adopted by the County of San Benito Board of Supervisors _____ on _____ and the Grantee consents to recordation thereof by its duly authorized representative.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 20____.

County of San Benito, Board of Supervisors

Accepted by: _____
Bea Gonzales, Chair

Approved as to Legal Form:

San Benito County Counsel's Office

By: _____
Shirley L. Murphy, Deputy County Counsel

EXHIBIT A-1

LEGAL DESCRIPTION FOR A RETAINING WALL EASEMENT

All that real property situated in the County of San Benito, State of California, being a portion of the Lands described in the Partnership Grant Deed recorded December 10, 1985 as Document 8507551, Official Records of San Benito County, California, being more particularly described as follows:

Commencing at an angle point on the north line of the 3.456 acre parcel shown on the Record of Survey filed February 25, 1974 in Book 8 of Maps, at Page 27, Records of San Benito County, California, said point being the northwesterly terminus of the course designated as "N84°48'W 270.00 feet" on said Record of Survey; thence along said north line, S83°18'04"E, a distance of 49.95 feet to the **Point of Beginning**; said point also being the beginning of a non-tangent curve to the right, of which the radius point lies N65°19'36"E, a radial distance of 975.50 feet; thence leaving said north line, northerly along the arc, through a central angle of 04°39'26", a distance of 79.29 feet to the north line of said Lands; thence along said north line, S82°17'46"E, a distance of 5.65 feet to the beginning of a non-tangent curve to the left, of which the radius point lies N69°49'43"E, a radial distance of 970.50 feet; thence leaving said north line, southerly along said curve, through a central angle of 03°58'37", a distance of 67.36 feet to the east line of said Lands; thence along said east line, S04°20'56"W, a distance of 10.23 feet to the north line of said 3.456 acre parcel; thence along said north line, N83°18'04"W, a distance of 0.09 feet to the **Point of Beginning**.

Containing 367 square feet, more or less.

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

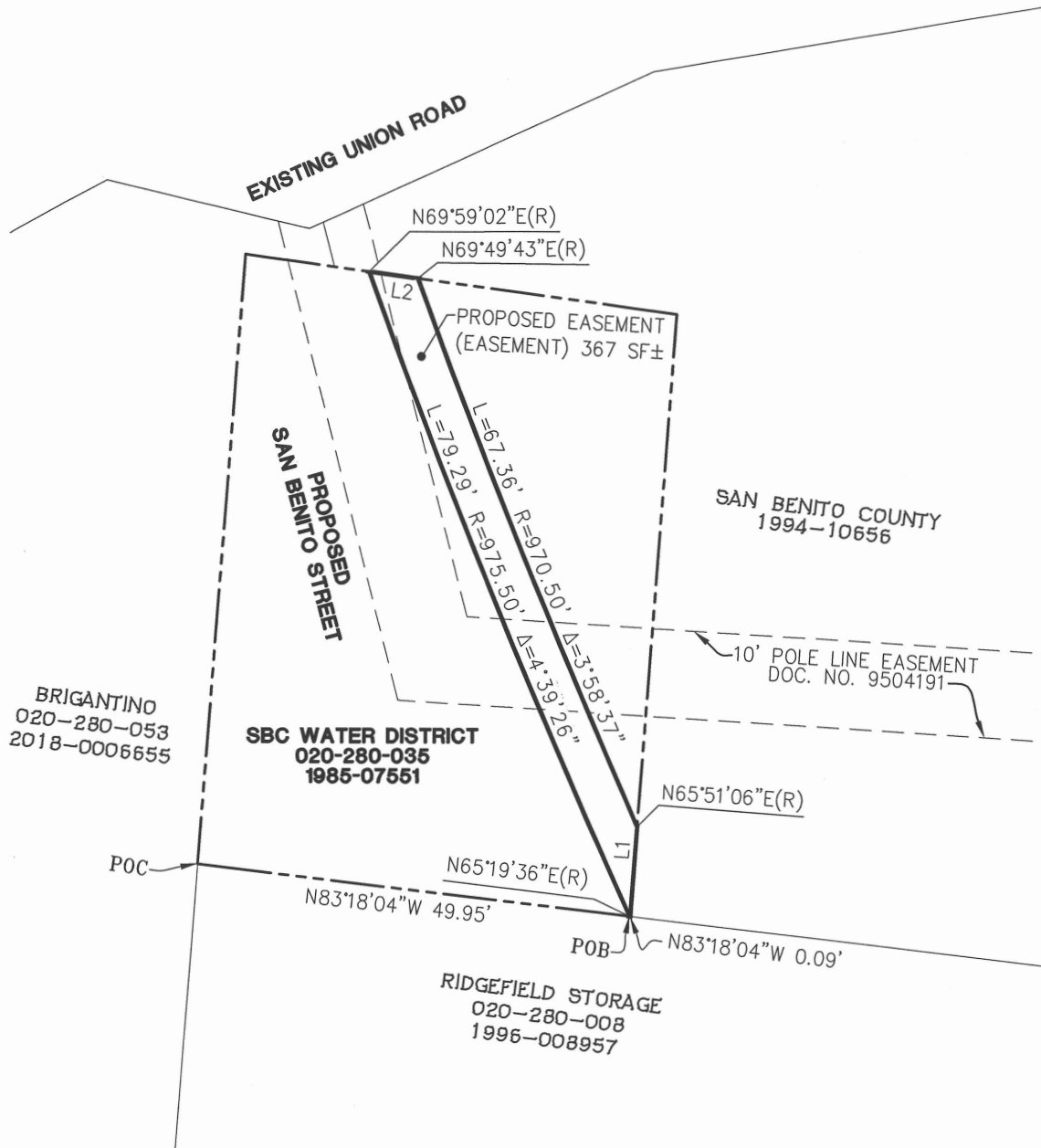
END OF DESCRIPTION.

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

Bryan Pierce 11/26/2019
Bryan Pierce, PLS 8859 Date



EXHIBIT B-1



LINE TABLE		
LINE	BEARING	DIST
L1	N04°20'56"E	10.23'
L2	N82°17'46"W	5.65'



PROPOSED EASEMENT
EAST OF SAN BENITO STREET
SBC WATER DISTRICT PROPERTY

APN: 020-280-035
SAN BENITO COUNTY, CALIFORNIA

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

SCALE:
1" = 20'

DATE:
11-26-2019

JOB NO.:
092003

Attachment 3

RECORDING REQUESTED BY:

County of San Benito

WHEN RECORDED MAIL TO:

County of San Benito
Resource Management Agency
Attention: Deems Katada
2301 Technology Parkway
Hollister, CA 95023

APN: 020-280-035 (Portion)

SPACE ABOVE FOR RECORDER'S USE

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SAN BENITO COUNTY WATER CONSERVATION AND FLOOD CONTROL DISTRICT (hereafter "GRANTOR") hereby grants to County of San Benito (hereafter "GRANTEE"), a Temporary Construction Easement (hereafter "TCE") in and to a portion of its real property located in the County of San Benito, State of California as described in Exhibit "A-2" and depicted on Exhibit "B-2" attached hereto and incorporated herein by this reference.

Said TCE is granted to GRANTEE, its successors and assigns, to have and to hold for purposes of GRANTEE's Union Road Bridge Replacement Project (hereafter the "Project"). GRANTOR grants to GRANTEE a TCE in, over and to the area described Exhibit "A-2" and depicted on Exhibit "B-2" for construction activities, including but not limited to, all purposes connected with the laying down, construction, rehabilitation and installation of the Project, and the use and storage of tools, machinery, materials and equipment, and or temporary staging together with the right of ingress and egress to and from the TCE area, for the purposes aforesaid.

The term of the TCE shall be sixty (60) months effective January 1, 2023, with notice of commencement of physical possession given in writing by GRANTEE to GRANTOR prior to commencement. However, the term of the TCE ends on January 1, 2028, unless extended, pursuant to agreement by GRANTOR and GRANTEE in writing.

GRANTOR warrants that it is the owner in fee simple of the real property affected by the TCE as described in Exhibit "A-2" and depicted on Exhibit "B-2", attached hereto.

Upon termination of the TCE, GRANTEE shall restore, as near as possible, the TCE surface area to the condition in which it was prior to the commencement of the TCE. GRANTEE further agrees to pay for damage to the property caused by GRANTEE, its agents or contractors.

GRANTEE agrees to indemnify GRANTOR against all damages, expenses, costs, and charges, and to save GRANTOR harmless from any and all claims for damages arising from and related to use of the TCE by GRANTEE, its agents or contractors.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications covering this instrument shall be of no force and effect excepting a subsequent modification in writing signed by the parties.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties.

IN WITNESS WHEREOF, GRANTOR has caused this Grant of Temporary Construction Easement to be executed as of this _____ day of _____, 2022.

SIGNED:

By: _____
Title:

CALIFORNIA ALL-PURPOSE 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 _____

On this _____ day of _____, 20____, before me, _____, a Notary Public in and for the State of California, personally appeared _____ 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 the day and year first above written.

NOTARY PUBLIC

(County is exempt from County transfer tax)

CERTIFICATE OF ACCEPTANCE

(Pursuant to Government Code §27281)

THIS IS TO CERTIFY that the interest in real property conveyed by, (Grantor) to the County of San Benito, (Grantee), is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. _____, adopted by the County of San Benito Board of Supervisors _____ on _____ and the Grantee consents to recordation thereof by its duly authorized representative.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 20____.

County of San Benito, Board of Supervisors

Accepted by: _____
Bea Gonzales, Chair

Approved as to Legal Form:

San Benito County Counsel's Office

By: _____
Shirley L. Murphy, Deputy County Counsel

EXHIBIT A-2

LEGAL DESCRIPTION FOR A TEMPORARY 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 Partnership Grant Deed recorded December 10, 1985 as Document 8507551, Official Records of San Benito County, California, being more particularly described as follows:

Commencing at an angle point on the north line of the 3.456 acre parcel shown on the Record of Survey filed February 25, 1974 in Book 8 of Maps, at Page 27, Records of San Benito County, California, said point being the northwesterly terminus of the course designated as "N84°48'W 270.00 feet" on said Record of Survey; thence along said north line, S83°18'04"E, a distance of 50.04 feet to the east line of said Lands; thence along said east line, N04°20'56"E, 10.23 feet to the **Point of Beginning**; said point also being the beginning of a curve to the right, of which the radius point lies N65°51'06"E, a radial distance of 970.50 feet; thence leaving said east line, northwesterly along the arc, through a central angle of 03°58'37", a distance of 67.36 feet to the north line of said Lands; thence along said north line, S82°17'46"E, a distance of 30.11 feet to the east line of said Lands; thence along said east line, S04°20'56"W, a distance of 58.51 feet to the **Point of Beginning**

Containing 906 square feet, more or less.

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

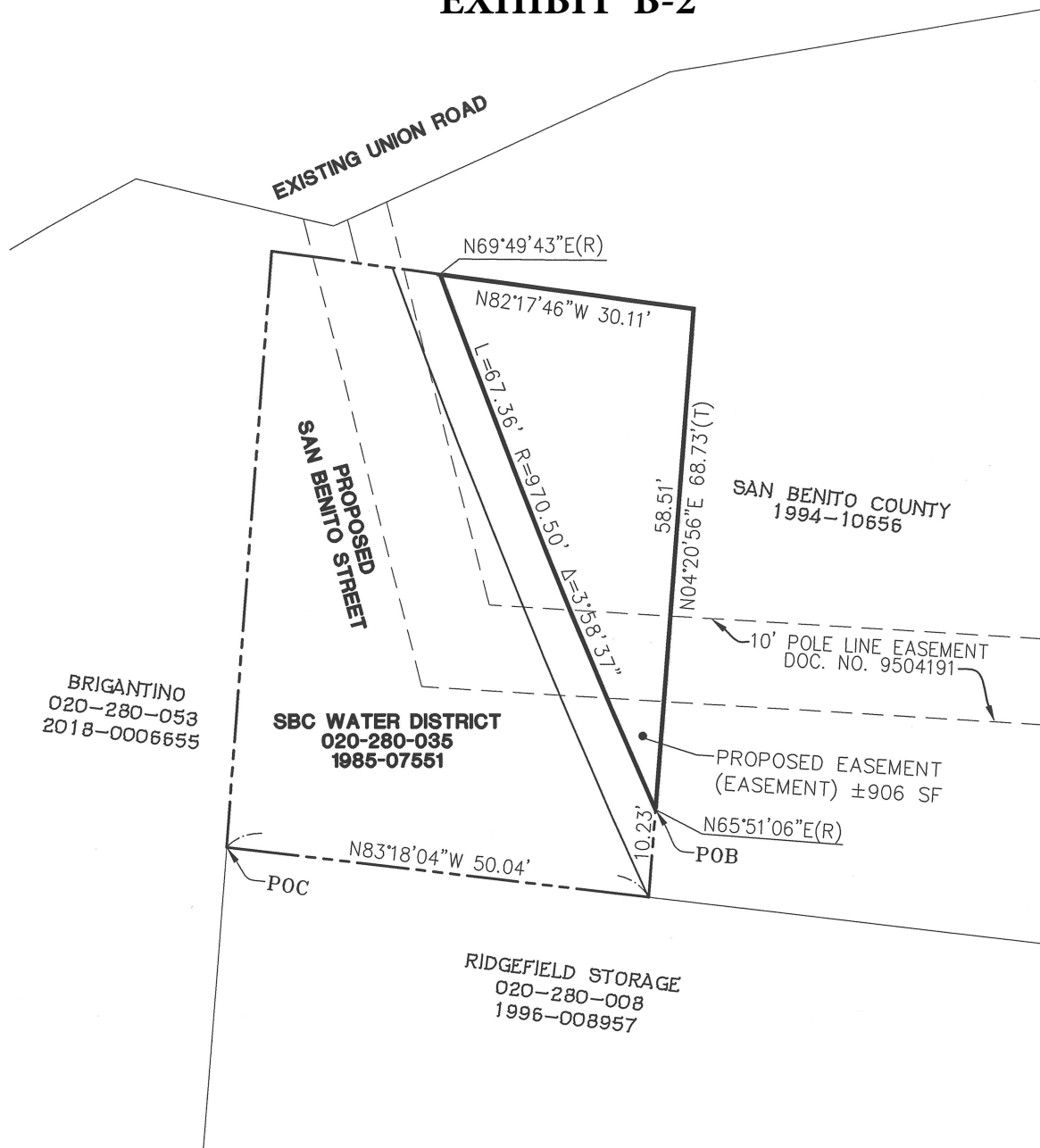
END OF DESCRIPTION.

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

Bryan Pierce 11/26/2019
Bryan Pierce, PLS 8859 Date



EXHIBIT B-2



LINE TABLE		
LINE	BEARING	DIST
L3	N86°27'32"W	6.69'
L4	N04°20'56"E	12.63'
L8	N04°20'56"E	10.23'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	14.21'	970.50'	0°50'20"



PROPOSED EASEMENT
EAST OF SAN BENITO STREET
SBC WATER DISTRICT PROPERTY

APN: 020-280-035
SAN BENITO COUNTY, CALIFORNIA

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

SCALE:
1" = 20'

DATE:
11-26-2019

JOB NO.:
092003