

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE SAN BENITO COUNTY
BOARD OF SUPERVISORS TO APPROVE A
RIGHT-OF-WAY AGREEMENT AND ACCEPT A
GRANT DEED AND DRAINAGE EASEMENT DEED
FOR THE PURCHASE OF REAL PROPERTY FOR
ROAD RIGHT-OF-WAY FOR THE HOSPITAL
ROAD BRIDGE PROJECT, AND TO AUTHORIZE
PAYMENT FOR SUCH PURCHASE

Resolution No. 2018-_____

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

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

WHEREAS, the property owner, Sallie J. Calhoun, as Trustee of the Christiano Trust dated September 9, 1990 ("Grantor"), executed a right-of-way agreement, grant deed and associated permanent drainage easement grant in perpetuity 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 (Right-of-Way Agreement), 2 (Grant Deed), and 3 (Drainage Easement Deed)**; and

WHEREAS, San Benito County previously obtained an appraisal of the fair market value of the property rights to be granted and assigned a nominal value; and

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

WHEREAS, the Grantor executed the right-of-way agreement, grant deed and drainage easement deed, on the condition that the County pay fair market value; 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

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

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

- ☒ fee simple title(s) for a road right-of-way
- ☒ permanent easement(s) for drainage purposes
- ☐ permanent easement(s) for purposes of slope maintenance
- ☐ permanent easement(s) authorizing access for maintenance of *{check any of the following that apply:}*
 - ☐ the road right-of-way and associated appurtenances
 - ☐ 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 Hospital 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;

(b) the Value Estimate in the right-of-way agreement (**Attachment 1**) reflects the fair market value for the property rights granted; and

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

NOW THEREFORE BE IT RESOLVED that the San Benito County Board of Supervisors hereby approves the Right-of-Way Agreement and accepts the Grant Deed and Drainage Easement Grant reflected in **Attachments 1 through 3** for and on behalf of the County of San Benito; and

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 2102-672; 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**, the certification of acceptance and consent to record the Grant Deed reflected in **Attachment 2**, and the certification of acceptance and consent to record the Drainage Easement Deed reflected in **Attachment 3**, 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 Drainage Easement Deed reflected in **Attachments 2 and 3** 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 2102-672; and

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 7th DAY OF JULY, 2018 BY THE FOLLOWING VOTE:

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

By: _____
Anthony Botelho, Chair

ATTEST:
Janet Slibsager, 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: July 30, 2018

ATTACHMENT 1

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 Matt Christiano and Sallie J. Calhoun, as Trustees of the Christiano Trust dated September 9, 1990 ("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 Hospital Road, Hollister, CA for the purpose of the Hospital Road Bridge Replacement Project; and

WHEREAS, Grantor(s) hold(s) title to certain real property at 2889 Cienega Road, Hollister CA, APN No. 021-110-062, a portion of which is required by County for the Hospital Road Bridge Replacement project at this location, and which is more particularly described in **Exhibit 's A and A-1**, attached hereto, and depicted in **Exhibit B**, attached hereto, which exhibits are incorporated herein by this reference, containing the following areas:

Exhibit A : RW1A and RW1B - - 5,290 square feet

Exhibit A-1: Storm Drain (ST1) - 17,278 square feet

more or less; and

WHEREAS, Grantor(s) has/have executed and delivered the following instrument(s) to John Guertin, director of San Benito County Resource Management Agency:

- ☒ a Grant Deed transferring fee simple title to the subject property, for purposes of a public road right-of-way
- ☒ a permanent easement in, under, along, upon and across the subject property for the purposes of construction, maintenance, operation, inspection, repair and reconstruction of a storm drain and all necessary appurtenances thereto ("drainage facilities")
- ☐ 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
- ☐ a permanent easement in, under, along, upon and across the subject property, authorizing access for maintenance, repair and/or reconstruction of *{check those of the following that apply:}*

- ☐ the adjoining road right-of-way and associated appurtenances
- ☐ the drainage facilities and associated appurtenances
- ☐ the slope adjoining the road right-of-way
- ☐ a permanent easement in, under, along, upon and across the subject property for purposes of _____
- ☐ a temporary access easement in, under, along, upon and across the subject property, authorizing access for purposes of construction, maintenance, inspection, repair and reconstruction of _____ and all necessary appurtenances thereto ("facilities") in, under, along, upon, across and/or within the adjoining road right-of-way, during the _____ project, to commence with first entry on the temporary access easement area by County's agents or contractors
- ☐ 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 Hospital Road and all necessary appurtenances thereto, during the Hospital Road Bridge project, to commence with first entry on the temporary construction easement area by County's agents or contractors
- ☐ a right of entry agreement authorizing the County and its employees and agents to enter the subject property for the purpose(s) of construction, maintenance, inspection, repair and reconstruction of _____ and all necessary appurtenances thereto ("facilities") in, under, along, upon, across and/or within the adjoining road right-of-way, during the _____ project, as described in the agreement.

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 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 \$3,000 for the property or interest(s) conveyed by the above instrument(s) including, but not limited to, Grantor(s') improvements located in, under, along, upon and across the property being acquired, when title to said property vests 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; and
 - (3) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any;
- (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 stamp tax; and
- (C) have the authority to deduct and pay from the amount shown in section 2(A) above any amount necessary to satisfy any 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 non-delinquent assessments, which have become a lien at the time of recording of the deed, except those subject to which title is to be taken in accordance with the terms of this Agreement.

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 permission becomes valid upon County's acceptance of this Agreement. 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. County shall be entitled to possession and use of the subject property, including the right to remove and dispose of improvements, upon the execution of the Grant Deed by Grantor(s), provided that the part taken does not affect Grantor(s)' use of the remainder parcel, in which case the right of possession and use will commence upon payment of compensation to Grantor(s) for the part taken, and that the amount shown in section 2(A) to this Agreement 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 he/she/they own(s) the property free and clear of all liens, leases, licenses, claims, encumbrances, easements, rights-of-way of any nature that are not disclosed by public record 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) obligation herein to indemnify the County shall not exceed the amount paid to Grantor(s) under this Agreement. If any lessee interests are identified, as a condition precedent to approval of this Agreement by County, Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the subject property will be required. Grantor(s) agree(s) to assist County in securing said Quitclaim Deeds or releases.

8. 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.
9. 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.
10. 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 Hospital 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.
11. Grantor(s) agree(s) and consent(s) to the dismissal of any eminent domain action, as to the subject property or any portion thereof, in the Superior Court wherein the herein described land is included and also waive(s) any and all claims to court costs and any money that may now be on deposit in said action.
12. Title services for this transaction will be handled by: First American Title Company, 260 Tres Pinos Road, Hollister, CA 95023.
13. 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. This is the entire agreement of the parties. The making, execution and delivery of this Agreement by the parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressed herein, and 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 supersedes all other verbal or written communications, discussions or understandings to date. Any change or amendment to this

Agreement requires mutual agreement set forth in writing by the parties hereto.

21. The parties consider each and every term, covenant, and provision of this Agreement to be material and reasonable.
22. 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.
23. 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.

24. 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.
25. 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 section, 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.
26. 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.
27. 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.
28. 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.

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

SIGNATURES ARE ON THE FOLLOWING PAGE

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

GRANTOR(S):

**SALLIE J. CALHOUN, AS TRUSTEE OF THE
CHRISTIANO TRUST DATED SEPTEMBER 9, 1990**

By: Sallie J. Calhoun Date: July 17, 2018

APPROVED BY COUNTY:

San Benito County Board Of Supervisors

By: _____
Anthony Botelho, Chair of the Board

Date: _____

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: July 30, 2018

2925207.2

EXHIBIT A

RIGHT OF WAY AREA, within a portion of APN 021-110-062

All those portions of the parcel of land in the County of San Benito, State of California, described as Parcel A in the grant deed to Maria Ines Catalan Rebolledo, recorded December 30, 2011, as document 2011-0011943, records of said County, lying within the following described right of way.

Beginning at a 1" iron pipe with a wood plug set at the intersection of the center line of County Hospital Road with the northwesterly extension of the northeasterly line of Cowden Lane, as shown on the survey map filed in Map Book 5, Page 17, records of said County, from which a 1-1/2" iron pipe and nail set at an angle point in the northeasterly line of Cowden Lane bears South 48° 55' 55" East, 857.80 feet (record said map South 50° 00' East, 857.56 feet), and also from which a brass cap in a monument well at the intersection of Hospital Road and Colorado Way, as shown on the map of Tract 287, recorded in Map Book 13, Page 22, records of said County, bears North 36° 09' 21" East, 2439.49 feet ;
thence along said northeasterly line of Cowden Lane and its northwesterly extension, South 48° 55' 55" East, 74.89 feet;
thence leaving said northeasterly line of Cowden Lane, North 41° 04' 05" East, 19.08 feet;
thence North 05° 02' 16" West, 39.33 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 390.00 feet and a central angle of 13° 38' 41", from which the center bears North 47° 09' 53" West;
thence northeasterly along said curve, 92.88 feet to a point of non-tangency, from which the center bears North 60° 48' 34" West;
thence North 32° 50' 35" East, 156.97 feet;
thence North 31° 05' 59" East, 150.08 feet;
thence North 29° 11' 26" East, 75.00 feet;
thence North 21° 35' 45" East, 75.66 feet;
thence North 29° 11' 26" East, 125.00 feet;
thence North 40° 30' 02" East, 101.98 feet;
thence North 29° 11' 26" East, 1063.73 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 585.00 feet and a central angle of 14° 12' 55";
thence northeasterly along said curve 145.14 feet to a point of non-tangency from which the center bears South 46° 35' 39" East;
thence South 57° 23' 43" East, 51.32 feet to a point 24.00 feet westerly measured at right angles from the westerly right of way of Hospital Road as shown on the survey map recorded in Map Book 13, Page 9, records said County;
thence parallel with and 24.00 feet westerly of said westerly right of way of Hospital Road, South 08° 11' 24" East (record said survey map South 08° 51' East), 292.10 feet to the beginning of a tangent curve concave to the west, having a radius of 151.00 feet and a central angle of 41° 00' 50";
thence southerly and southwesterly 108.09 feet along said curve to a point of non-tangency from which the center bears North 57° 10' 34" West;
thence South 43° 29' 26" East, 24.60 feet to a point on said westerly right of way of Hospital Road, being a point of cusp of a curve concave to the west having a radius of 175.00 feet and a central angle of 42° 55' 11", from which the center bears North 55° 16' 12" West;
thence along said westerly right of way of Hospital Road, northeasterly and northerly along said curve, 131.09 feet;
thence continuing along said westerly right of way of Hospital Road, North 08° 11' 24" West, 310.42 feet (record said survey map North 08° 51' West, 310.42 feet) to the beginning of a tangent curve, concave to the east, having a radius of 225.00 feet and a central angle of 21° 49' 44" (record said survey map 21° 49' 50");


EXHIBIT A

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

The above described **RIGHT OF WAY AREAS**, within **APN 021-110-062** contain approximately 5290 square feet (0.121 acres) and are shown as **Areas RW1A and RW1B** on EXHIBIT B, attached hereto and made a part hereof for informational purposes only.



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


Robert J. Reese, LS 6208

September 21, 2016
date

Exhibit A-1

STORM DRAIN AREA within a portion of APN 021-110-062

All those portions of the parcel of land in the County of San Benito, State of California, described as Parcel A in the grant deed to Maria Ines Catalan Rebolledo, recorded December 30, 2011, as document 2011-0011943, records of said County, lying within the following described STORM DRAIN AREA.

Bounded on the northeast by the northeasterly line of Open Space "A", Part III, as shown on the Map of Tract No. 261, filed in Book 13 of Maps, at Page 6, records of San Benito County, being the southwesterly line of Old Bird Creek Road;


Bounded on the east and southeast by the westerly and northwesterly line of the 50 feet wide Storm Drain Easement, as shown on said Map of Tract No. 261;

Bounded on the northwest by the northeasterly extension of a line parallel with and 50 feet distant northwesterly from the course shown as "L28" on said Map of Tract No. 261.

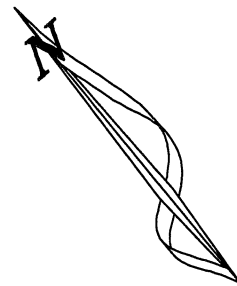
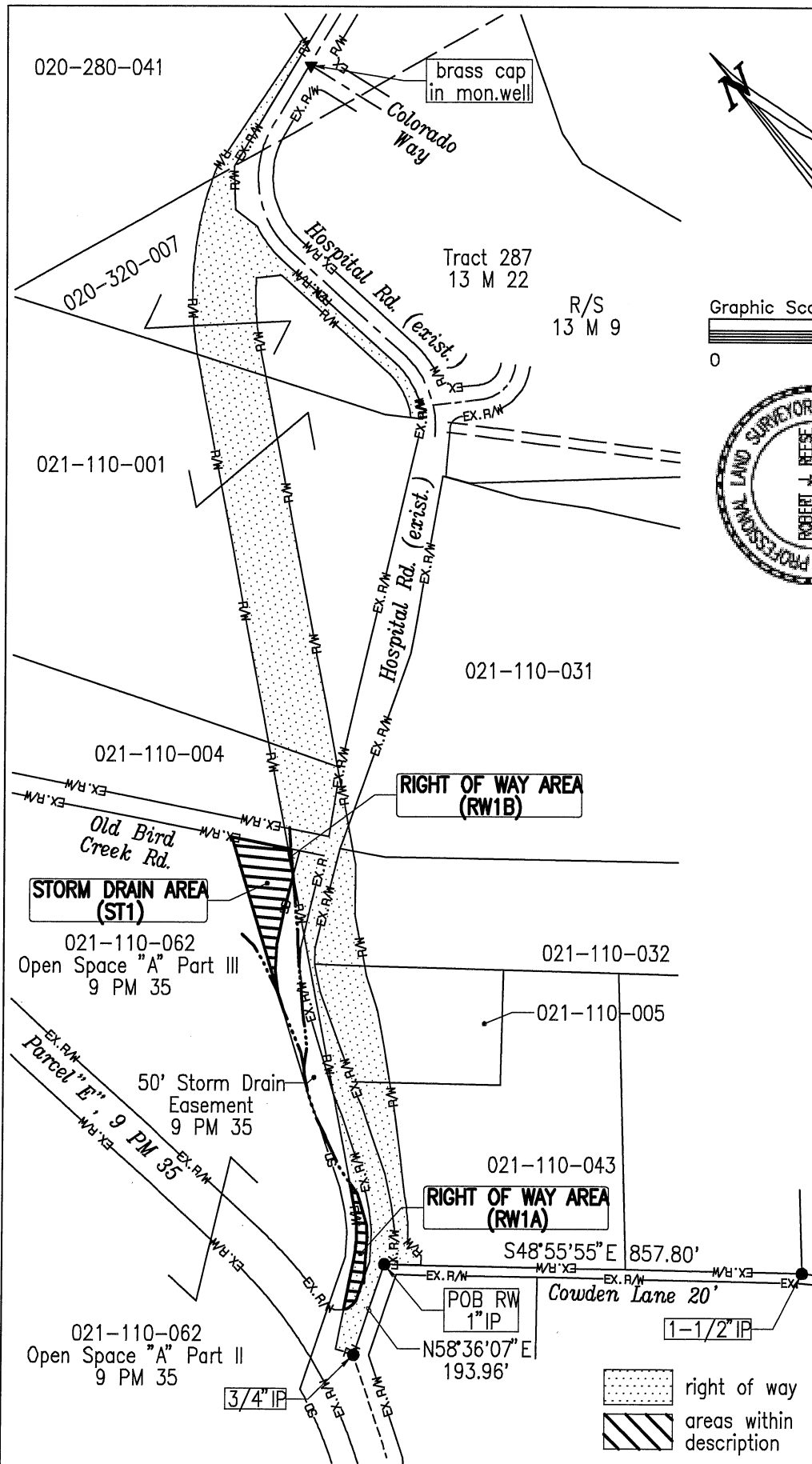
The above described **STORM DRAIN AREA** within **APN 021-110-062** contains approximately 17278 square feet (0.397 acres) and is shown as **Area ST1** on EXHIBIT B, attached hereto and made a part hereof for informational purposes only.



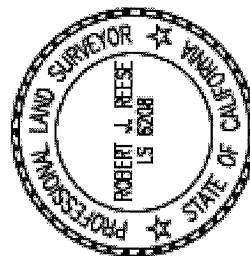
This description was prepared by me in conformance with the requirements of the Professional Land Surveyors Act.


Robert J. Reese, LS 6208

September 21, 2016
date



Graphic Scale 1"=300
0 300 600



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

Robert J. Reese
Robert J. Reese, LS 6208

2016.09.21
date

9/21/2016
021-110-062-exhibit-B

COUNTY OF SAN BENITO DEPARTMENT OF PUBLIC WORKS

EXHIBIT B

HOSPITAL ROAD REALIGNMENT
THROUGH portion APN 021-110-062
Sep 2016

ATTACHMENT 2

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

and When Recorded, Mail To:

County of San Benito
Resource Management Agency
ATTN: John Guertin
2301 Technology Parkway
Hollister, CA 95023

APNs: 021-110-062 (portion)

Space Above This Line for Recorder's Use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Matt Christiano and Sallie J. Calhoun, as Trustees of the Christiano Trust dated September 9, 1990 hereby GRANT(S) to the **County of San Benito** the real property more particularly described in **Exhibits "A" & "B"** attached hereto and made a part hereof.

SIGNED:

**SALLIE J. CALHOUN, AS TRUSTEE OF THE
CHRISTIANO TRUST DATED SEPTEMBER 9, 1990:**

By: Sallie J. Calhoun

Date: July 17, 2018

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

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

ACKNOWLEDGMENT

State of California

County of SAN BENITO

On 7/17/2018 before me, JEANIE MATTHEWS NOTARY public
(insert name and title of the officer)

personally appeared SALLIE J. CALHOUN,
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

Jeannie Matthews

(Seal)



EXHIBIT A

RIGHT OF WAY AREA, within a portion of APN 021-110-062

All those portions of the parcel of land in the County of San Benito, State of California, described as Parcel A in the grant deed to Maria Ines Catalan Rebolledo, recorded December 30, 2011, as document 2011-0011943, records of said County, lying within the following described right of way.

Beginning at a 1" iron pipe with a wood plug set at the intersection of the center line of County Hospital Road with the northwesterly extension of the northeasterly line of Cowden Lane, as shown on the survey map filed in Map Book 5, Page 17, records of said County, from which a 1-1/2" iron pipe and nail set at an angle point in the northeasterly line of Cowden Lane bears South 48° 55' 55" East, 857.80 feet (record said map South 50° 00' East, 857.56 feet), and also from which a brass cap in a monument well at the intersection of Hospital Road and Colorado Way, as shown on the map of Tract 287, recorded in Map Book 13, Page 22, records of said County, bears North 36° 09' 21" East, 2439.49 feet ;

thence along said northeasterly line of Cowden Lane and its northwesterly extension, South 48° 55' 55" East, 74.89 feet;

thence leaving said northeasterly line of Cowden Lane, North 41° 04' 05" East, 19.08 feet;

thence North 05° 02' 16" West, 39.33 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 390.00 feet and a central angle of 13° 38' 41", from which the center bears North 47° 09' 53" West;

thence northeasterly along said curve, 92.88 feet to a point of non-tangency, from which the center bears North 60° 48' 34" West;

thence North 32° 50' 35" East, 156.97 feet;

thence North 31° 05' 59" East, 150.08 feet;

thence North 29° 11' 26" East, 75.00 feet;

thence North 21° 35' 45" East, 75.66 feet;

thence North 29° 11' 26" East, 125.00 feet;

thence North 40° 30' 02" East, 101.98 feet;

thence North 29° 11' 26" East, 1063.73 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 585.00 feet and a central angle of 14° 12' 55";

thence northeasterly along said curve 145.14 feet to a point of non-tangency from which the center bears South 46° 35' 39" East;

thence South 57° 23' 43" East, 51.32 feet to a point 24.00 feet westerly measured at right angles from the westerly right of way of Hospital Road as shown on the survey map recorded in Map Book 13, Page 9, records said County;

thence parallel with and 24.00 feet westerly of said westerly right of way of Hospital Road, South 08° 11' 24" East (record said survey map South 08° 51' East), 292.10 feet to the beginning of a tangent curve concave to the west, having a radius of 151.00 feet and a central angle of 41° 00' 50";

thence southerly and southwesterly 108.09 feet along said curve to a point of non-tangency from which the center bears North 57° 10' 34" West;

thence South 43° 29' 26" East, 24.60 feet to a point on said westerly right of way of Hospital Road, being a point of cusp of a curve concave to the west having a radius of 175.00 feet and a central angle of 42° 55' 11", from which the center bears North 55° 16' 12" West;

thence along said westerly right of way of Hospital Road, northeasterly and northerly along said curve, 131.09 feet;

thence continuing along said westerly right of way of Hospital Road, North 08° 11' 24" West, 310.42 feet (record said survey map North 08° 51' West, 310.42 feet) to the beginning of a tangent curve, concave to the east, having a radius of 225.00 feet and a central angle of 21° 49' 44" (record said survey map 21° 49' 50");


EXHIBIT A

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

The above described **RIGHT OF WAY AREAS**, within APN 021-110-062 contain approximately 5290 square feet (0.121 acres) and are shown as Areas RW1A and RW1B on EXHIBIT B, attached hereto and made a part hereof for informational purposes only.



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


Robert J. Reese, LS 6208

September 21, 2016
date

020-280-041

020-320-007

021-110-001

021-110-004

021-110-062
Open Space "A" Part III
9 PM 35

021-110-062
Open Space "A" Part II
9 PM 35

Tract 287
13 M 22

R/S
13 M 9

021-110-031

021-110-032

021-110-005

021-110-043

RIGHT OF WAY AREA
(RW1A)

S48°55'55"E 857.80'

Cowden Lane 20'

1-1/2" IP

POB RW
1" IP

N58°36'07"E
193.96'

3/4" IP

brass cap
in mon.well

Colorado Way

Hospital Rd. (exist.)

Hospital Rd. (exist.)

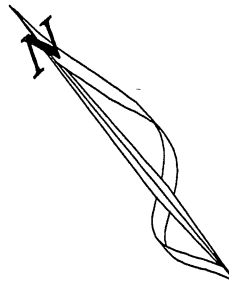
RIGHT OF WAY AREA
(RW1B)

Old Bird
Creek Rd.

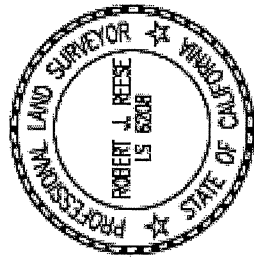
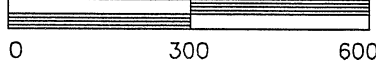
STORM DRAIN AREA
(ST1)

50' Storm Drain
Easement
9 PM 35

Parcel "E" 9 PM 35



Graphic Scale 1"=300



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

Robert J. Reese

2016.09.21
date

Robert J. Reese, LS 6208

Sep 2016

EXHIBIT B

HOSPITAL ROAD REALIGNMENT
THROUGH portion APN 021-110-062

COUNTY OF SAN BENITO DEPARTMENT OF PUBLIC WORKS

- right of way
- areas within description

CERTIFICATION OF ACCEPTANCE AND CONSENT TO RECORD:

GRANTEE:

This is to certify that the interest in real property conveyed by

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

dated July 17 2018 from Matt Christiano and Sallie J. Calhoun, as Trustees of the Christiano Trust dated September 9, 1990, 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 August 7, 2018, pursuant to authority conferred by resolution of the board of supervisors, Resolution No. _____ adopted on August 7, 2018, and the grantee consents to recordation thereof by its duly authorized officer.

ACCEPTED:

San Benito County Board of Supervisors

By: _____

Anthony Botelho, Chair

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

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

Date: July 30, 2018

ATTACHMENT 3

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

and When Recorded, Mail To:

**County of San Benito
Resource Management Agency
ATTN: John Guertin
2301 Technology Parkway
Hollister, CA 95023**

APNs: 021-110-062 (portion)

Space Above This Line for Recorder's Use

DRAINAGE EASEMENT DEED

Matt Christiano and Sallie J. Calhoun, as Trustees of the Christiano Trust dated September 9, 1990 (Grantor) hereby GRANT(S) to **County of San Benito** (County), a permanent easement for the purpose of construction, maintenance, operation, inspection, repair and reconstruction of a storm drain and all necessary appurtenances thereto ("drainage facilities"), in, under, over, along, upon and across said easement described as follows:

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

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

SIGNED:

GRANTOR:

**SALLIE J. CALHOUN, AS TRUSTEE OF THE
CHRISTIANO TRUST DATED SEPTEMBER 9, 1990:**

By: _____

Sallie J. Calhoun

Date: _____

July 17, 2018

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

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

ACKNOWLEDGMENT

State of California

County of SAN BENITO

On 7/17/2018 before me, JEANIE MATTHEWS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared SALLIE J. CALHOUN,
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

Jean Matthews

(Seal)

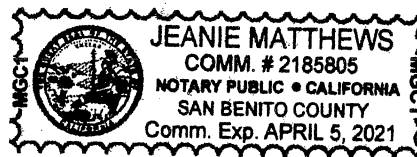


EXHIBIT A

STORM DRAIN AREA within a portion of APN 021-110-062

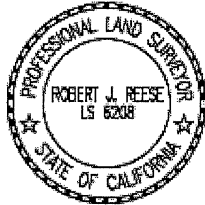
All those portions of the parcel of land in the County of San Benito, State of California, described as Parcel A in the grant deed to Maria Ines Catalan Rebolledo, recorded December 30, 2011, as document 2011-0011943, records of said County, lying within the following described STORM DRAIN AREA.

Bounded on the northeast by the northeasterly line of Open Space "A", Part III, as shown on the Map of Tract No. 261, filed in Book 13 of Maps, at Page 6, records of San Benito County, being the southwesterly line of Old Bird Creek Road;


Bounded on the east and southeast by the westerly and northwesterly line of the 50 feet wide Storm Drain Easement, as shown on said Map of Tract No. 261;

Bounded on the northwest by the northeasterly extension of a line parallel with and 50 feet distant northwesterly from the course shown as "L28" on said Map of Tract No. 261.

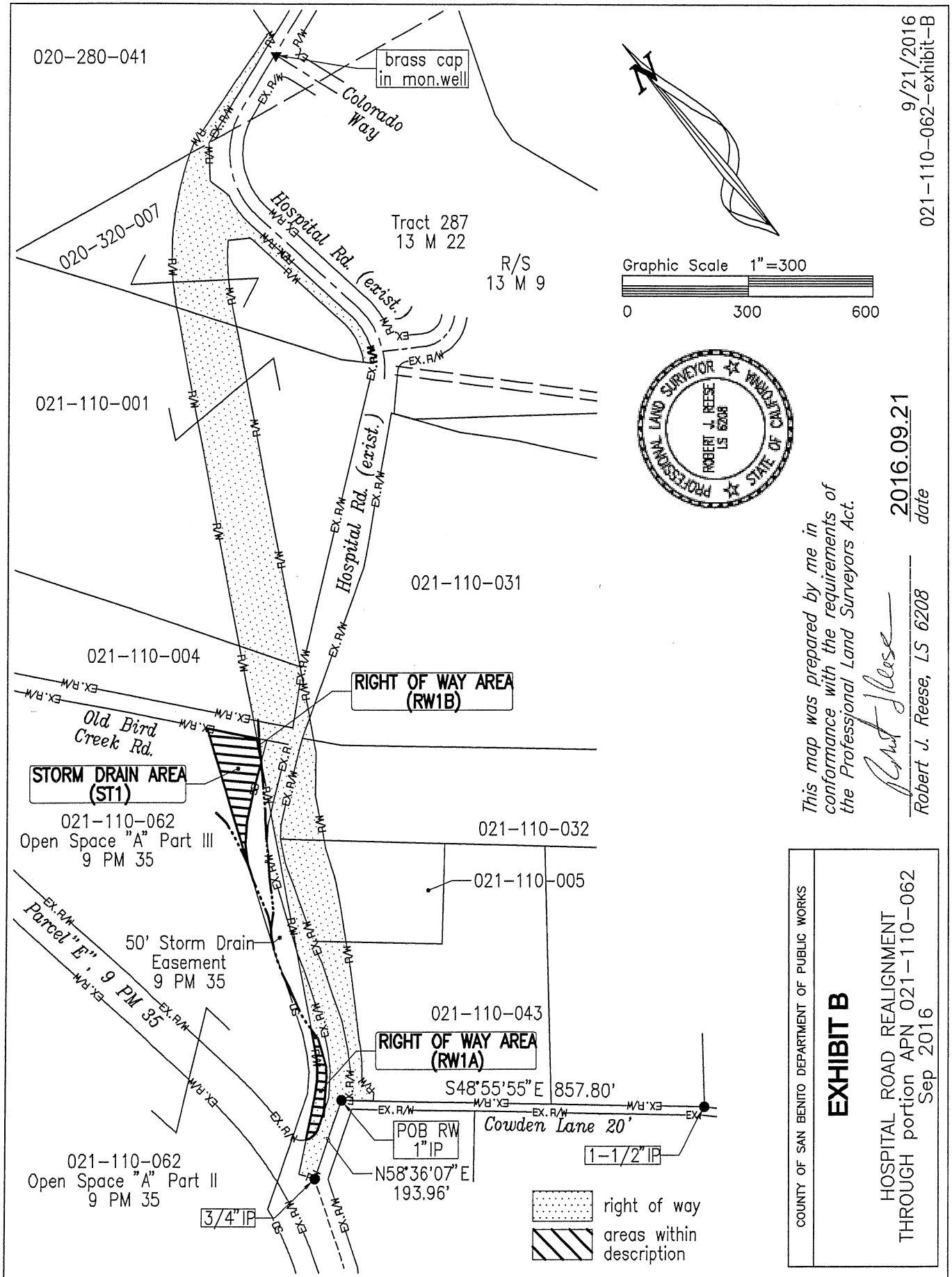
The above described **STORM DRAIN AREA** within **APN 021-110-062** contains approximately 17278 square feet (0.397 acres) and is shown as **Area ST1** on EXHIBIT B, attached hereto and made a part hereof for informational purposes only.



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


Robert J. Reese, LS 6208

September 21, 2016
date



CERTIFICATION OF ACCEPTANCE AND CONSENT TO RECORD:

GRANTEE:

This is to certify that the interest in real property conveyed by

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

dated July 17 2018 from Matt Christiano and Sallie J. Calhoun, as Trustees of the Christiano Trust dated September 9, 1990, 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 August 7, 2018, pursuant to authority conferred by resolution of the board of supervisors, Resolution No. _____ adopted on August 7, 2018, and the grantee consents to recordation thereof by its duly authorized officer.

ACCEPTED:

San Benito County Board of Supervisors

By: _____
Anthony Botelho, Chair

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

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

Date: July 30, 2018