

STAFF REPORT

DATE: May 31, 2011

TO: City Council

FROM: Ken Hiatt, Community Development and Sustainability Department Director
Mitch Sears, Sustainability Program Manager

SUBJECT: Staib 72 Property - County Road 98 Shoulder Widening Project - Agreement for purchase of right-of-way easement by Yolo County

Recommendation

1. Adopt the attached resolution approving the Agreement for purchase of right-of-way easement by Yolo County.

Fiscal Impact

The County settlement agreement proposes a total settlement of \$4,000 for the purchase of a right-of-way (ROW) easement across City owned property to widen County Road 98. The payment is based on fair market appraisal conducted by the County. City staff time spent to review and process the agreement is estimated to cost half the settlement amount.

Background and Analysis

The 72-acre property was acquired by the City in 2010 as part of its farmland protection program. To facilitate a road safety and widening project, the County is in the process of negotiating with landowners along the County Road 98 corridor from Woodland to just south of County Road 29. After discussion over the past several months, City and County staff reached a draft agreement on the acquisition of 0.78ac of property required for the project.

The attached resolution authorizes the City Manager to sign the Agreement for Purchase.

Attachments

1. Resolution approving Agreement for Purchase.
2. Purchase and Sale Agreement

RESOLUTION NO. 11-XXX, SERIES 2011

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT BETWEEN THE CITY OF DAVIS AND YOLO COUNTY FOR PURCHASE OF INTEREST IN REAL PROPERTY – COUNTY ROAD 98 SHOULDER WIDENING PROJECT

WHEREAS, the City Council authorized the fee title purchase of the Staib 72 on March 2, 2010 and is now holds ownership of this property (Assessor's Parcel Number 040-200-015), affected by Yolo County's Road 98 Shoulder widening project; and

WHEREAS, the County plans to widen County Road 98 in order to add shoulders and clear recovery zone to improve safety and desires to purchase a portion of the City's Property, including an area containing an irrigation canal easement and storm drainage canal; and

WHEREAS, the County, at no cost to the City, will also relocate an existing drain that drains water from the City's property into Dry Creek Slough.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Davis hereby approves the following:

- a. The Agreement for Purchase of Interest in Real Property Agreement attached hereto as Exhibit 1 and incorporated herein is hereby approved; and
- b. The City Manager is hereby authorized to take all actions necessary by the City of Davis to execute the Agreement; and
- c. The City Manager, in consultation with the City Attorney, may approve minor modifications of the Agreement so long as the price does not change.

PASSED AND ADOPTED by City Council of the City of Davis on this 31st day of May, 2011 by the following vote:

AYES:

NOES:

Joseph F. Krovoza
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk

EXHIBIT 1 – Purchase and Sale Agreement

**AGREEMENT NO.
AGREEMENT FOR PURCHASE OF INTEREST IN REAL PROPERTY**

County Road 98 Shoulder Widening Project –W.O. 4521

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2011, by and between the County of Yolo (“County”) and City of Davis, a municipal corporation of the State of California (“Grantor”).

WHEREAS, Grantor recently acquired a piece of real property more particularly described as Yolo County Assessor’s Parcel Number 040-200-015 (“Grantor’s Property”); and

WHEREAS, County plans to widen County Road 98 in order to add shoulders and clear recovery zone to improve safety and desires to purchase an interest in a portion of Grantor’s Property, as more specifically defined below; and

WHEREAS, Paul J. Barger and Laura K. Barger, as Trustees of the Barger Revocable Living Trust (“Barger”), have a recorded easement agreement (Document No. 2008-0036718-00) on Grantor’s Property for use of the underground water pipeline and water conveyance ditch to provide irrigation water to property owned by Barger; and

WHEREAS, Brockhoff Enterprises, L.P. (“Brockhoff”) owns real property across from Grantor’s Property and also uses, and has used, the same underground water pipeline and water conveyance ditch to provide irrigation water to property it owns; and

WHEREAS, because the County’s road widening project will encroach into the existing irrigation ditch, the County agrees to relocate and replace said ditch, as its sole cost and expense, as part of the purchase from Grantor unless Barger and Brockhoff instruct County in writing that such relocation and replacement is unnecessary; and

WHEREAS, County will cause Barger’s recorded easement agreement to be amended and rerecorded to reflect the change in the location of the water conveyance ditch, and City will cooperate in such process; and

WHEREAS, County, at no cost to Grantor, will also relocate an existing drain that drains water from Grantor’s property into Dry Creek Slough.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Deed Delivery. Prior to close of Escrow, as defined in paragraph 3 hereof, Grantor shall:

- a. Execute and deliver to Escrow one Road and Utility Easement Deed (“Road Deed”) conveying to County the certain property interest described in the Road Deed, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference; and
- b. Execute and deliver to Escrow one Irrigation Easement Deed (“Irrigation Deed”) conveying to County the certain property interest described therein, which is more particularly described in **Exhibit B**, attached hereto and incorporated herein. This property

interest together with the property interest described in the Road Deed is referred to as the "Subject Property"; and

c. Execute and deliver to Escrow one Amendment to Easement Agreement ("Amendment"), which will reflect the relocation and replacement of the water conveyance ditch. County agrees that it shall draft and provide to Grantor and Barger the Amendment for review and execution.

2. Purchase Price and Title. The County shall transmit to Escrow as payment to Grantor for the interest in the Subject Property the sum of Four Thousand Dollars (\$4,000) ("Purchase Price"), which is just compensation for the interest conveyed by both the Road Deed and the Irrigation Deed, and said payment shall be allocated as follows:

The Sum of Eight Hundred Dollars (\$800.00) for the Road Deed; and

The Sum of Three Thousand Two Hundred Dollars (\$3,200.00) for the Irrigation Deed.

Payment of the Purchase Price shall be transferred to Grantor from Escrow when title to the Subject Property vests in the County free and clear of all liens, encumbrances, taxes, assessments, easements and leases, recorded and/or unrecorded, except:

- a. 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;
- b. Covenants, conditions, restrictions and reservations of record, if any; and
- c. Easements or rights of way, whether recorded or unrecorded, over said land for water conveyance (including the Barger easement), public or quasi-public utility or public street purposes, if any.

3. Escrow. The transaction contemplated by this Agreement shall be handled through an escrow ("Escrow") opened with Fidelity Title Company, located at 8950 Cal Center Drive, Bldg. 3, Suite 100, Sacramento, CA 95826, phone (916) 856-1806, Escrow Number 09-5007885. The County shall pay all costs of escrow and recording incurred in this transaction, and if title insurance is desired by the County, title insurance policy expenses. Escrow and recording costs shall not, however, include any trustee fees, forwarding fees, or penalty for any full or partial reconveyance of deed or full release of any mortgage paid.

4. Deductions. The County shall have the authority to deduct and pay from the Purchase Price any amount necessary to satisfy any bond, lender, lien or other encumbrance demands and delinquent taxes due in any year except the year in which this Escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.

Any monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, 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(ies) entitled thereunder; said

mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

Any and all monies payable under this Agreement, subject to the demands made by superior lienholders, up to and including the total amount due on financing statement, if any, shall, upon demand, be made payable to the holder thereof, said holder to furnish debtor with good and sufficient receipt showing said monies credited against the indebtedness secured by said Financing Statement.

5. Warranties.

a. The person signing on behalf of Grantor warrants that Grantor is the owner in fee simple, or has the authority to sign on behalf of the owner, of the Subject Property, that this Agreement and the Deed have been properly executed by Grantor, and that no other persons are required to execute this Agreement and the Deed on behalf of Grantor in order to fully convey to the County that interest in the Subject Property described in the Deed. The person signing this Agreement on behalf of Grantor understands that the County is entering into this Agreement in reliance upon these warranties made by Grantor.

b. 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, except that lease to Jim Heidrick ("Lessee"). Grantor acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deed(s) is to be provided to Escrow prior to the close of escrow.

6. Subordinate Interest. It is understood and agreed by and between the parties hereto that Barger has a recorded subordinate interest in the Subject Property and that the existing recorded easement agreement will be amended to reflect the relocation of the irrigation ditch. Any other agreement between the County and Barger and/or Brockhoff concerning any subordinate interest shall be negotiated separate and apart from this Agreement.

7. Improvements: It is understood and agreed by and between the parties hereto that included in the amount payable to the Grantor is adequate compensation for purchase of the entirety of the Road and Utility Easement and the Irrigation Easement and any damages that may result to the remaining property by reason of its severance from the Subject Property.

8. Indemnification. County hereby agrees to indemnify, defend (with counsel either selected by, or reasonably acceptable to, Grantor) and hold harmless Grantor from any and all claims arising from the Amendment with Barger, the Additional Work specified in section 9, and the County's relocation of the irrigation ditch. Grantor agrees to indemnify, defend (with counsel either selected by, or reasonably acceptable to, County) and hold harmless County from any and all claims filed by any third party asserting an easement in their favor to use the irrigation ditch provided that such alleged use arose prior to the County's relocation of the irrigation ditch. Each party (the "Indemnifying Party") further agrees to indemnify, defend (with counsel selected by the Indemnifying Party and reasonably acceptable to the other party) and hold harmless the other party (the "Indemnified Party") from all other claims arising in connection with this Agreement, except for the sole negligence, willful disregard or intentional acts of the Indemnified Party. As used in this Agreement, the term "claims" means any and all actions, causes of action, claims, attorney's fees, costs, demands, lawsuits, liens, and liabilities of any kind or nature in law, equity or otherwise, which are hereafter

asserted by any third party against the Indemnified Party based on the acts or omissions of the Indemnifying Party. The provisions of this Section 8 shall survive the termination of this Agreement

9. Additional Work. At no expense to Grantor, and either before or at the time of construction, the County will construct the following (referred to as the "Additional Work"), at its sole cost and expense. Work relating to the replacement and relocation of the irrigation ditch and related facilities shall not proceed if Barger and Brockhoff inform the County in writing that they have both agreed that such ditch and facilities are not necessary for water conveyance. The Additional Work includes:

- a) Replace the existing Storm Drain Culvert under County Road 29 that drains from two feet inside Grantor's Property to Dry Slough with a reinforced concrete pipe no smaller than the existing pipe (the "Replacement Storm Drain Culvert"). The work shall include replacing existing stand pipe and gate valve with equivalent facilities. Upon completion of the Replacement Storm Drain Culvert, the County will issue the Grantor, and Grantor will sign, a no-cost encroachment permit for Grantor's continued use of the Replacement Storm Drain Culvert. Grantor may continue to use the Replacement Storm Drain Culvert for the drainage purposes described herein. Further, the Grantor warrants that it has such right, title, and interest as may be necessary for it to utilize the storm drain facility for its intended purpose. Grantor understands that County is relying on this assurance, and it agrees to indemnify and defend the County in any legal proceeding initiated by a non-party to this agreement that may arise in connection with Grantor's right to use the Replacement Storm Drain Culvert.
- b) Relocate, replace and grade Grantor's existing drainage ditch up to the Replacement Storm Drain Culvert. The existing drainage ditch requires relocation due to the County Road 98 widening and the relocation of the irrigation ditch.
- c) Grade the irrigation ditch adjacent to the new road so that it will match the elevations of the new road improvements.
- d) Construct an irrigation line located in and underneath County Road 29, comprised of an 18-inch reinforced concrete pipe (RCP), acting as a sleeve for the 12 inch irrigation line to replace the existing irrigation line crossing under County Road 29. County will install said water line within said sleeve, and said waterline will extend two feet into the Irrigation Easement for reconnection. Upon completion of construction of irrigation line, neither Grantor nor County shall have any obligations to maintain, repair, or operate such facilities. Such obligations will rest exclusively with Barger and/or any other party that has an easement to, or for use of, the facilities and are, or will be, documented separate and apart from this Agreement..

10. Permission to Enter. Permission is hereby granted the County or its authorized agent to enter on Grantor's Property, where necessary, for the purpose of performing the Additional Work. Permission is additionally granted the County or its agent to enter the easement, as described in Yolo County Recorders Document No. 2010-008676-00 for the purpose of performing the Additional Work. County shall provide Grantor with 24-hour written notice before entering Grantor's property. For purposes of this section, written notice may be provided by electronic correspondence. County will obtain permission from Barger and/or Brockhoff in a separate agreement.

11. Date of Possession. It is agreed and confirmed by the parties hereto that notwithstanding any other provision in this Agreement, the right of possession and use of the Subject Property by the County, including the right to remove and dispose of improvements, shall commence on the earlier of October 1, 2011, or the Close of Escrow, and that the Purchase Price includes, but is not limited to, full payment for such possession and use from said date.

12. Harvest. It is agreed that the Grantor, or its Lessee(s), shall be authorized to enter the Subject Property following conveyance to the County to harvest the existing crop on that portion of Grantor's Property being acquired by the County. It is further understood that said crop shall be harvested on or before October 1, 2011, and, if not harvested by said date, shall become the property of the County to dispose of as it may see fit. The Grantor, or its Lessee(s), agrees to cultivate and maintain the existing crop in conformance with the practices of good husbandry, including pest control, up to and including the date Grantor, or its Lessee(s), harvests said crop.

a) It is further understood that following conveyance of the Subject Property to the County, Subject Property shall be used by Grantor or its Lessee(s) only for the purpose of maintaining and harvesting the crop.

b) Upon failure of the Grantor, or its Lessee(s), to comply with any condition or provision of this Agreement, the authorization to harvest said crop by the Grantor, or their Lessee(s), shall immediately cease and possession shall be taken by the County.

13. Hazardous Materials. 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 and is being sold in its "as is" condition. If the Subject Property is found to be contaminated by the presence of hazardous waste, which required mitigation under Federal or State law, the County may elect to recover its cleanup costs from those who caused or contributed to the contamination.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and same instrument.

15. Successors and Assigns. The parties hereto understand and agree that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representative, successors, and assigns.

16. Entire Agreement. The parties have set forth the whole of their Agreement. The performance of the Agreement constitutes the entire consideration for the Deed and 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. No obligations other than those set forth in this Agreement shall be legally binding on either party.

[REMAINDER OF PAGE PURPOSEFULLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the day and year above set forth.

COUNTY:

County of Yolo

GRANTOR:

City of Davis

By: _____
Matt Rexroad, Chair
Board of Supervisors

By: _____
City of Davis

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

Approved as to Form

By: Harriet Steiner
Harriet Steiner, City Attorney

By: _____
Deputy (Seal)

Date: _____

Approved as to Form:
Robyn Truitt Drivon, County Counsel

By: _____
Philip J. Pogledich, Senior Deputy

EXHIBIT A

Recording Requested by:
Fidelity National Title Co.
Escrow Number: 5007877

WHEN RECORDED MAIL TO:

THE COUNTY OF YOLO
292 W. Beamer St.
Woodland, CA 95695

A.P.N.: Portion of 040-200-015

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ROAD AND UTILITY RIGHT OF WAY EASEMENT DEED

Documentary transfer tax is \$0.00 SECTION 11922 R & T CODE; GOVERNMENTAL AGENCY ACQUIRING TITLE
City Transfer Tax: \$0.00
(X) Unincorporated Area () City of Woodland
() computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **City of Davis, a municipal corporation of the State of California** hereby GRANT(S) to **THE COUNTY OF YOLO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA,**

AN EASEMENT FOR ROAD AND UTILITY RIGHT OF WAY PURPOSES OVER, ON AND ACROSS THAT CERTAIN LAND SITUATED IN THE COUNTY OF YOLO, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEE EXHIBITS "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION.

GRANTOR

This is to certify that the interest in real property conveyed by this instrument to the County of Yolo, a political subdivision of the State of California is hereby accepted in accordance with the requirements of Section 27281 of the Government Code, by the undersigned officer on behalf of the Board of Supervisors, pursuant to authority conferred by Resolution 63-21, adopted by the Board of Supervisors of Yolo County on February 15, 1963, and the grantee consents to the recordation thereof by its duly authorized officer.

City of Davis

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

Date

John Bencomo
Director of Planning and Public Works Department

EXHIBIT A

EXHIBIT "A"

COUNTY ROAD 98 WIDENING PROJECT

LEGAL DESCRIPTION OF:

PARCEL 01, ROAD AND UTILITY EASEMENT

APN 040-200-015

All that property situate in the East one-quarter of the North one-half of Section 36, Township 9 North, Range 1 East, Mount Diablo Meridian, County of Yolo, State of California, being a portion of PARCEL 4, in the Affidavit-Death of Trustor and Trustee Document to the Georgette L. Staib Revocable Trust, recorded March 9, 2006 as Document Number 2006-0009441, Yolo County Records, more particularly described as follows:

All that portion of said property lying northerly and easterly of the following described line;

Commencing at a 2 1/4" Buttonhead in a Monument Well marking the corner common to Sections 25 and 36, Township 9 North, Range 1 East, and Sections 30 and 31, Township 9 North, Range 2 East, from which point a 2 1/4" Buttonhead in a Monument Well, marking the East Quarter corner of said Section 36, as shown on that certain Record of Survey, filed in Book 2009 of Maps, at Page 6, Yolo County Records, bears South 00°11'25" West, 2,621.40 feet; thence along the East line of said Section 36, also being the centerline of County Road 98 (60 feet wide), South 00°11'25" West, 259.30 feet to the northeasterly corner of said property, as described in the Deed between Lucia Heinz Staib and Charles L. Staib, her husband, and Conrad L. Staib, a single man, recorded on December 4, 1947 in Book 271 of Official Records of Yolo County, at Page 212; thence leaving said East line and along the northerly line of said property, as described in said Deed, also being the centerline of County Road 29 (60 feet wide), the following two (2) courses: South 88°14'25" West, 116.74 feet and North 80°21'35" West, 47.07 feet to the **Point of Beginning**; thence leaving said lines, South 09°38'25" West, 36.57 feet; thence South 81°08'11" East, 17.30 feet;

EXHIBIT A

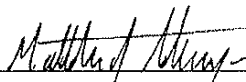
thence South 83°44'46" East, 15.94 feet; thence South 87°05'06" East, 10.63 feet; thence North 89°49'43" East, 40.34 feet; thence South 45°00'00" East, 53.73 feet; thence South 00°04'51" East, 814.85 feet; thence South 00°54'44" East, 207.97 feet; thence South 00°13'31" West, 223.76 feet; thence South 89°48'35" East, 39.36 feet to the **Point of Termination** on the easterly line of said Document, also being the East line of said Section 36, which bears along said East line, South 00°11'25" West, 1580.56 feet from the **Point of Commencement**.

Excepting therefrom all that portion lying within County Roads 29 and 98 (each 60 feet wide).

Containing 18,796 square feet or 0.431 acres, more or less.

Bearings used in the above descriptions are based upon the Yolo County Subsidence Survey, 2005 (NGS Project Number GPS1478). Ground distances shown are in US Survey feet, multiply the distances shown above by 0.999948 to obtain grid level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Matthew Stringer, LS 8151
License expires 12-31-10



1/26/2010
Date

EXHIBIT A

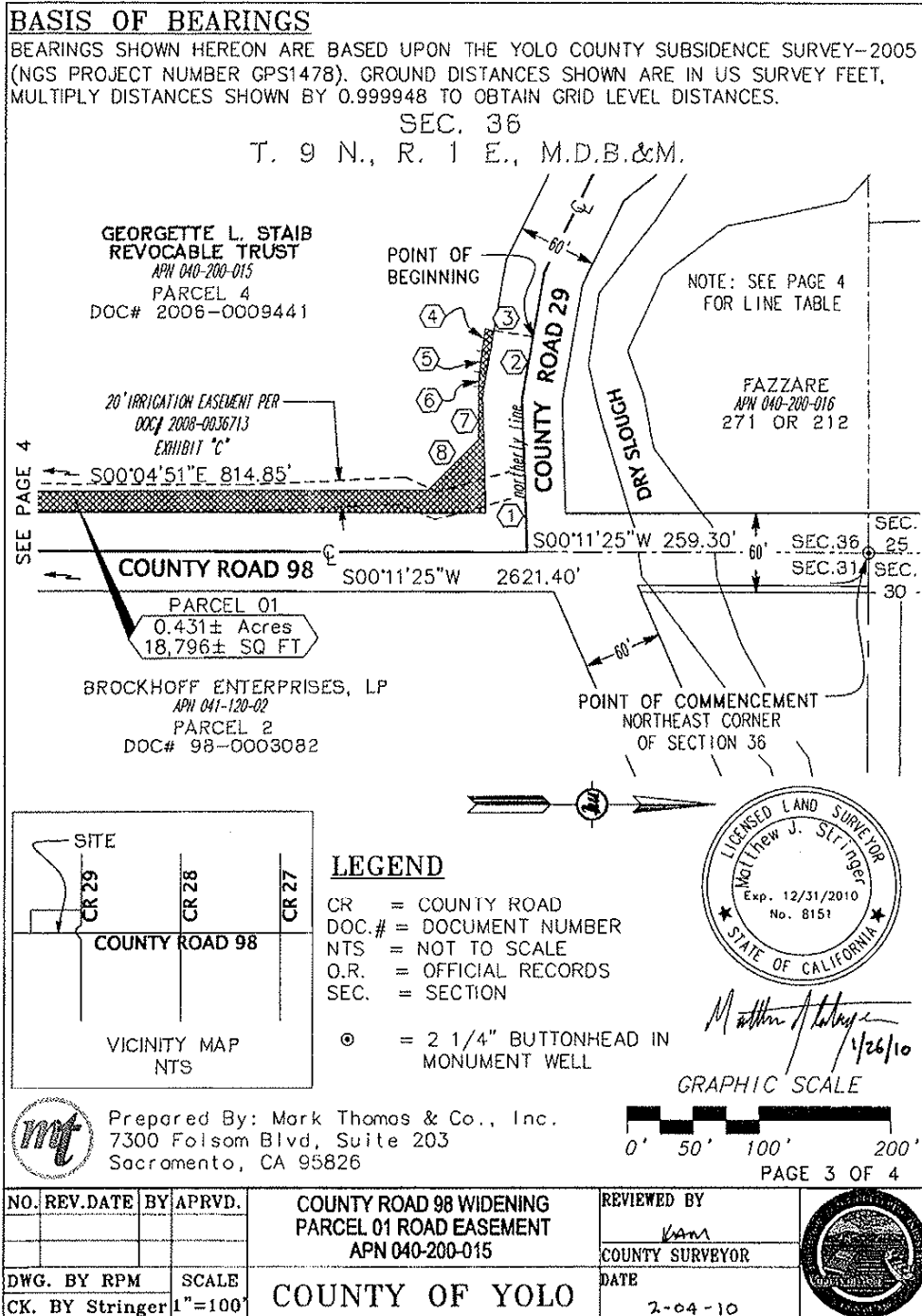


EXHIBIT A

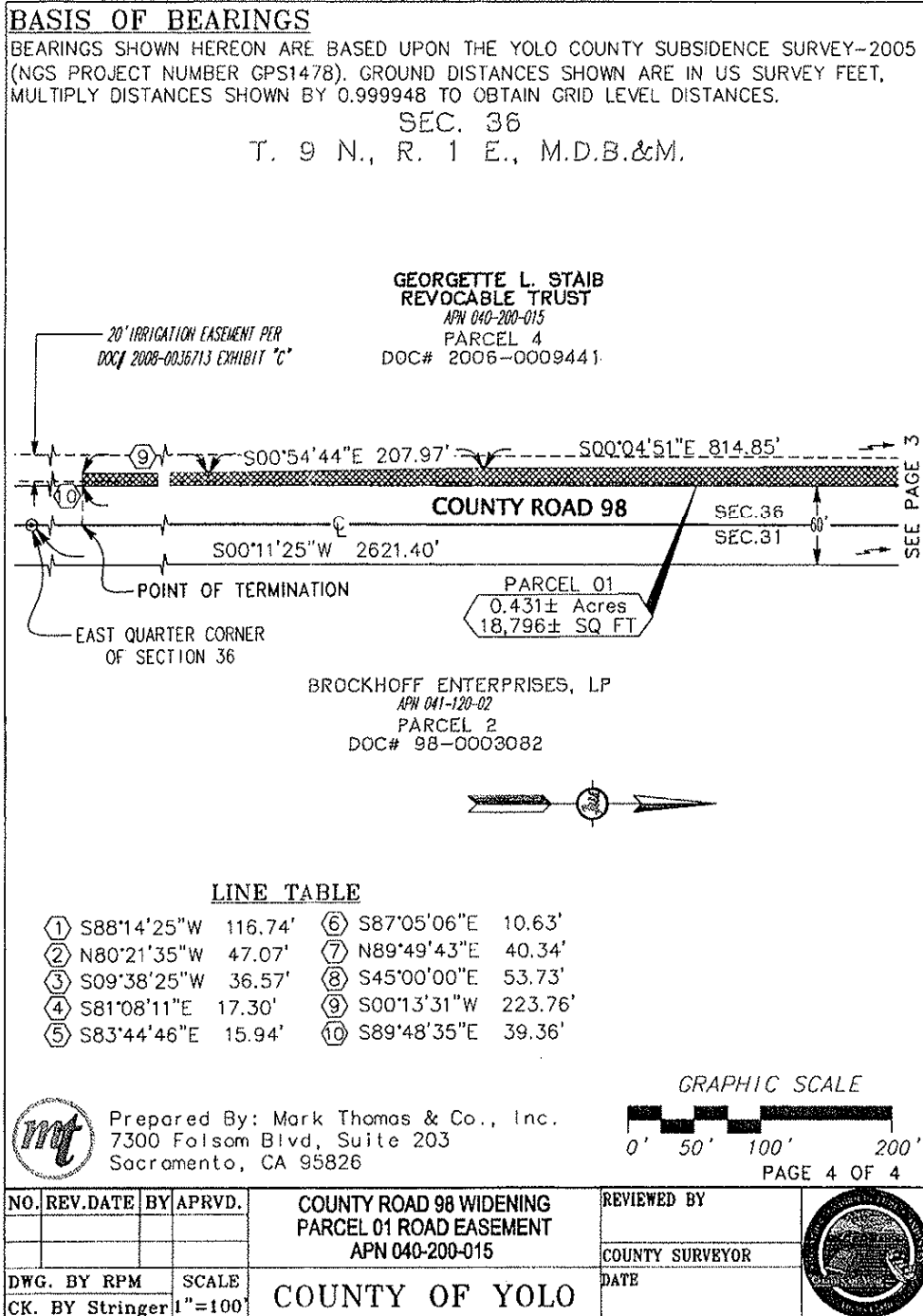


EXHIBIT B

**Recording Requested by:
Fidelity National Title Co.
Escrow Number: 5007877**

WHEN RECORDED MAIL TO:

THE COUNTY OF YOLO
292 W. Beamer St.
Woodland, CA 95695

A.P.N.: Portion of 040-200-015

SPACE ABOVE THIS LINE FOR RECORDER'S USE

IRRIGATION EASEMENT DEED

Documentary transfer tax is \$0.00 SECTION 11922 R & T CODE; GOVERNMENTAL AGENCY ACQUIRING TITLE
City Transfer Tax: \$0.00

(X) Unincorporated Area () City of Woodland

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **City of Davis, a municipal corporation of the State of California** hereby GRANT(S) to **THE COUNTY OF YOLO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA,**

AN EASEMENT FOR ROAD AND UTILITY RIGHT OF WAY PURPOSES OVER, ON AND ACROSS THAT CERTAIN LAND SITUATED IN THE COUNTY OF YOLO, STATE OF CALIFORNINA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEE EXHIBITS "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION.

GRANTOR

This is to certify that the interest in real property conveyed by this instrument to the County of Yolo, a political subdivision of the State of California is hereby accepted in accordance with the requirements of Section 27281 of the Government Code, by the undersigned officer on behalf of the Board of Supervisors, pursuant to authority conferred by Resolution 63-21, adopted by the Board of Supervisors of Yolo County on February 15, 1963, and the grantee consents to the recordation thereof by its duly authorized officer.

City of Davis

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

Date

John Bencomo
Director of Planning and Public Works Department

EXHIBIT B

EXHIBIT "A"

COUNTY ROAD 98 WIDENING PROJECT

LEGAL DESCRIPTION OF:

PARCEL 01-ESMT, IRRIGATION EASEMENT

APN 040-200-015

An Irrigation Easement over, across, and through a portion of PARCEL 4, in the Affidavit-Death of Trustor and Trustee Document to the Georgette L. Staib Revocable Trust, recorded March 9, 2006 as Document Number 2006-0009441, Yolo County Records. Situate in the East one-quarter of the North one-half of Section 36, Township 9 North, Range 1 East, Mount Diablo Meridian, County of Yolo, State of California, more particularly described as follows:

Said easement lying northeasterly and easterly of the following described line;

Commencing at a 2 1/4" Buttonhead in a Monument Well marking the corner common to Sections 25 and 36, Township 9 North, Range 1 East, and Sections 30 and 31, Township 9 North, Range 2 East, from which point a 2 1/4" Buttonhead in a Monument Well, marking the East Quarter corner of said Section 36, as shown on that certain Record of Survey, filed in Book 2009 of Maps, at Page 6, Yolo County Records, bears South 00°11'25" West, 2,621.40 feet; thence along the East line of said Section 36, also being the centerline of County Road 98 (60 feet wide), South 00°11'25" West, 259.30 feet to the northeasterly corner of said property, described in the Deed between Lucia Heinz Staib and Charles L. Staib, her husband, and Conrad L. Staib, a single man, recorded on December 4, 1947 in Book 271 of Official Records of Yolo County, at Page 212; thence leaving said East line and along the northerly line of said property, described in last said Deed, also being the centerline of County Road 29 (60 feet wide), the following two (2) courses: South 88°14'25" West, 116.74 feet and North 80°21'35" West, 47.07 feet; thence leaving said lines, South 09°38'25" West, 36.57 feet; thence South 81°08'11" East, 17.30 feet; thence South 83°44'46" East,

Page 1 of 4

EXHIBIT B

15.94 feet; thence South 87°05'06" East, 10.63 feet; thence North 89°49'43" East, 12.14 feet to the **Point of Beginning**; thence South 45°00'00" East, 65.34 feet; thence South 00°04'51" East, 806.87 feet; thence South 00°54'44" East, 207.57 feet; thence South 00°13'31" West, 232.04 feet; thence South 06°20'21" East, 52.06 feet to the **Point of Termination** on the westerly line of the Easement Agreement between the Georgette L. Staib Revocable trust and Paul J. and Laura K. Barger, recorded on December 16, 2008, as Document Number 2008-0036713, Yolo County Records.

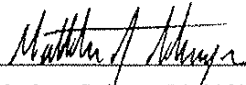
Excepting therefrom all that portion lying within County Roads 29 and 98 (each 60 feet wide).

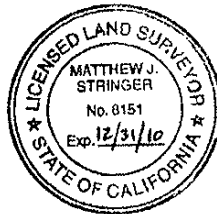
Excepting therefrom all that portion lying within said Easement Agreement, recorded on December 16, 2008.

Containing 15,376 square feet or 0.353 acres, more or less.

Bearings used in the above descriptions are based upon the Yolo County Subsidence Survey, 2005 (NGS Project Number GPS1478). Ground distances shown are in US Survey feet, multiply the distances shown above by 0.999948 to obtain grid level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Matthew Stringer, LS/8151
License expires 12-31-10



1/26/2010
Date

EXHIBIT B

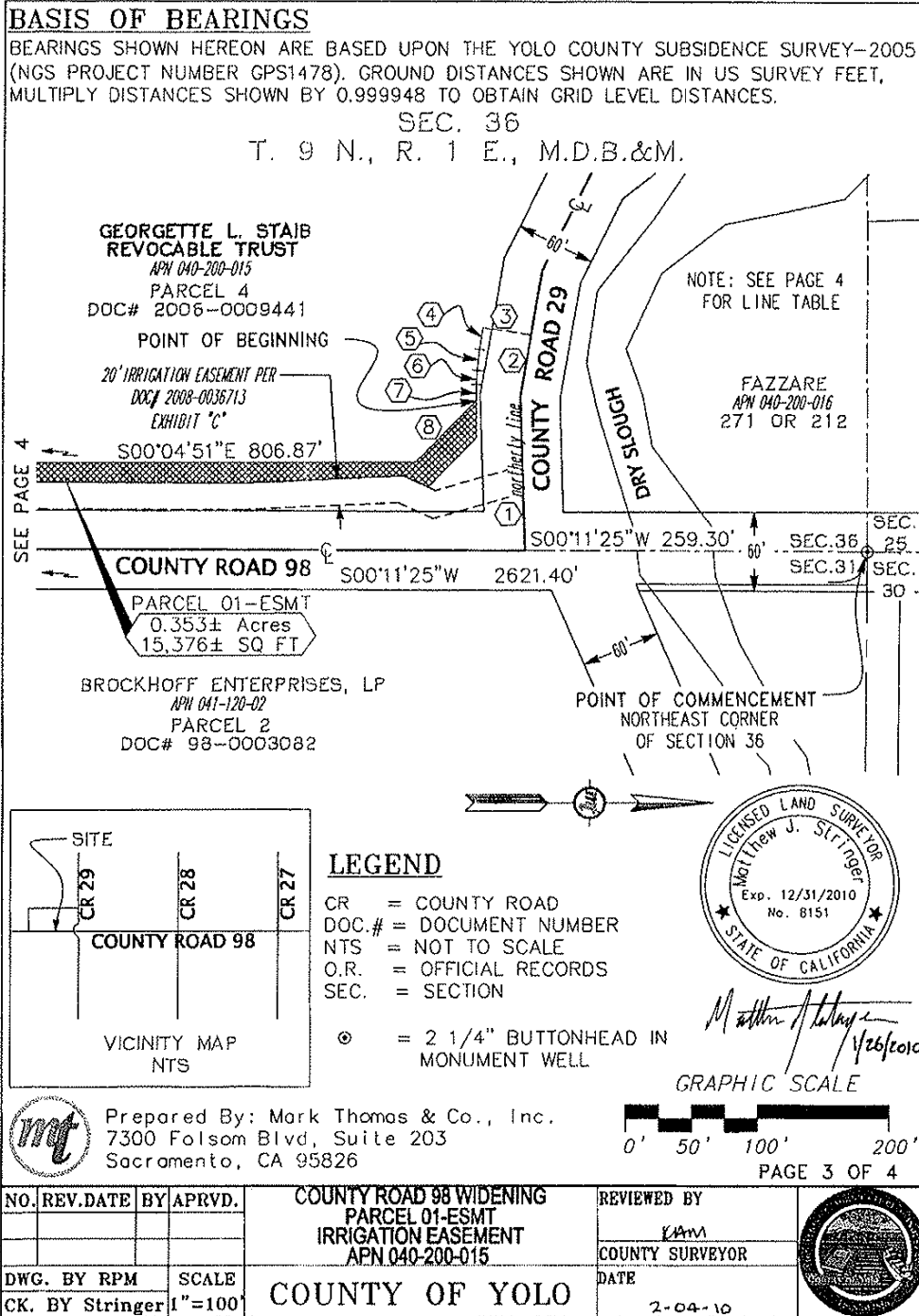


EXHIBIT B

