

AGREEMENT TO PURCHASE AND ESCROW INSTRUCTIONS

TO: First American Title Company Escrow No. 3915728
704 East Perkins Street, Suite C
Ukiah, CA 95482

FROM: The County of Mendocino and
Thomas William Madden

RE: Sale of APN No. 156-040-04 from the County of Mendocino to Thomas William
Madden

The parties hereto, Thomas William Madden (hereinafter referred to as "Buyer") and the County of Mendocino, a political subdivision of the State of California, (hereinafter referred to as "Seller"), agree among themselves and instruct First American Title Company, (hereinafter referred to as "Escrow Holder"), as follows:

1. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real property, (hereinafter referred to as "Property"), generally described as a portion of Assessor's Parcel No. 156-040-04 and more particularly described in Exhibit A attached hereto.
2. The purchase price to be paid by Buyer to Seller for the Property shall be the sum of Thirty-two thousand five hundred dollars (\$32,500) plus all closing costs, to be paid by Buyer as follows:
 - a. \$764.75, closing costs, to be deposited by Buyer in this escrow by cash, cashier's check or bank certified check at the opening of this escrow.
 - b. Thirty-two thousand five hundred dollars (\$32,500), the total purchase price, to be deposited by Buyer in this escrow by cash, cashier's check or bank certified check no later than 2:00 p.m. on the business day before the escrow closing date.
3. Before the close of escrow, Buyer shall:
 - a. Provide, at Buyer's expense, a survey of the Property by a licensed surveyor or civil engineer, (hereinafter referred to as "Survey"), which Survey shall be certified to Seller and Escrow Holder and approved by the County Surveyor and recorded. Said Survey shall show the location of all improvements and any and all other pertinent information with respect to the Property. The Survey shall contain the surveyor's certification of the net square footage of Property to the nearest square foot. The Survey shall also contain a precise legal description of the Property that coincides with the preliminary property description attached hereto as Exhibit A.
 - b. Ensure that the record of Survey is recorded with the Mendocino County Clerk-Recorders office.
4. Seller shall deposit with Escrow Holder a duly executed Grant Deed to the Property.

5. When this escrow is ready to close and Escrow Holder is satisfied that it can and will insure title, Escrow Holder is hereby authorized to:
 - a. Deliver to Seller the purchase price deposited in escrow by Buyer pursuant to Paragraph 2(b) above.
 - b. Deliver such other documents and items as are contemplated by these instructions, if any, to the parties as their interests appear.
 - c. Record the Grant Deed together with any reconveyances, releases or other documentation needed to clear title.
 - d. Issue to Buyer a policy of title insurance in the California Land Title Association standard coverage policy form with liability in the amount of \$32,500
6. At close of escrow, Seller shall convey to Buyer a Grant Deed.
7. The Seller will reserve any rights associated with access easement encroachment onto Orr Springs Road (a County Maintained Road) and also reserve any appurtenances to Orr Springs Road that associated with the access to said County Maintained Road. Alterations to the access will be subject to County permits and development standards in effect if or when access is improved.
8. Title and possession shall pass upon recordation of the Grant Deed to the extent authorized by law.
9. Seller makes no warranties of any kind to Buyer that the title conveyed to Buyer will not be encumbered by any easements, licenses, conditions, covenants, restrictions, liens or other rights not disclosed by the public record and known to Seller or of which seller should have known. Buyer shall serve written notice on Seller prior to the expiration of the escrow period that Buyer has elected to accept title subject to Seller's making no warranties and Seller's conveying title to Buyer by Grant Deed only.
10. In the case of litigation between Seller and Buyer relating to this transaction, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, and court costs.
12. There are no intended third party beneficiaries of this Agreement.
13. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to the Code of Civil Procedure, Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
14. Any fees related to this transaction and not specifically addressed within this Agreement shall be paid by the Buyer.
15. To the fullest extent permitted by law, Buyer shall hold harmless, defend and indemnify the County of Mendocino, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal

law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of Buyer, Buyer's agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The County may participate in the defense of any such claim without relieving Buyer of any obligation hereunder.

16. The buyer is advised to avail themselves of legal counsel or land title professional guidance to assure they understand any other documentation needed to clear title along with risks or limitations associated in this agreement.

Executed by Buyer this _____ day of _____, 20_____.

Thomas William Madden

Executed by Seller this _____ day of _____, 20_____.

COUNTY OF MENDOCINO

By: _____
John McCowen, Board of Supervisors

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

APPROVED AS TO FORM:

JEANINE B. NADEL, County Counsel

By _____
Deputy

By: _____

Recommended By:

**INSURANCE REVIEW:
RISK MANAGER**

Kristin McMenomey
General Services Agency

By _____
KRISTIN McMENOMEY, Director
General Services Agency

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive
Officer

EXHIBIT "A"

Property Description

BEING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, T. 15 N., R. 13 W., M.D.B.&M. AND BEING A PORTION OF THE LANDS OF C. VAN DYKE, ET. AL. AS RECORDED IN THE MENDOCINO COUNTY RECORDER'S OFFICE IN OFFICIAL RECORDS BOOK 451 AT PAGE 321 AND BEING A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN DEED TO THE COUNTY OF MENDOCINO RECORDED IN THE MENDOCINO COUNTY RECORDER'S OFFICE IN OFFICIAL RECORDS BOOK 122 AT PAGE 497, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 35 AND 36 ON THE SOUTH LINE OF T. 16 N., R. 13 W., M.D.B. & M.; THENCE FROM SAID POINT OF COMMENCEMENT S 31° 34' 05" E (O.R.=N 31° 44' W) A DISTANCE OF 3,581.38 FEET TO THE TRUE POINT OF BEGINNING FROM WHICH THE CORNER COMMON TO SECTIONS 1, 2, 11, AND 12, T. 15 N., R. 13 W. BEARS S 44° 41' 40" E, A DISTANCE OF 1,214.11 FEET; THENCE FROM SAID POINT OF BEGINNING N 41° 57' 48" E, 196.71 FEET TO A FOUND 3/8 INCH IRON PIPE DESIGNATING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND RECORDED JULY 5, 1938 IN BOOK 122, PAGE 497 MENDOCINO COUNTY RECORDS; THENCE N 48° 02' 12" W, 208.71 FEET TO A 3/4 INCH IRON PIPE; THENCE S 41° 57' 48" W, 208.71 FEET TO A 3/4 INCH IRON PIPE; THENCE S 48° 02' 12" E, 208.71 FEET TO A 3/4 INCH IRON PIPE; THENCE N 41° 57' 48" E, 12.00 FEET TO THE POINT OF BEGINNING. CONTAINING ONE SQUARE ACRE MORE OR LESS.

TOGETHER WITH A RIGHT OF WAY FOR THE PURPOSE OF INGRESS AND EGRESS FROM THE ABOVE DESCRIBED PREMISES OVER A STRIP OF LAND DESCRIBED AS FOLLOWS:

BEING IN THE SE 1/4 OF SECTION 2, T. 15 N., R. 13 W., M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FEET IN UNIFORM WIDTH BEING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. BEGINNING AT A POINT IN THE CENTER OF COUNTY ROAD NUMBER 223, ALSO KNOWN AS ORR SPRINGS ROAD, FROM WHICH THE CORNER COMMON TO SECTIONS 35 AND 36 ON THE SOUTH LINE OF T. 16 N., R. 13 W. M.D.B.&M. BEARS N 36° 09' 21" W, 2,302.12 FEET; THENCE FROM SAID POINT OF BEGINNING N 81° 40' 10" W, 42.38 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 40 FEET THROUGH AN ANGLE OF 131° 18' 30" A DISTANCE OF 91.67 FEET; THENCE S 32° 58' 40" E, 189.02 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 75 FEET THROUGH AN ANGLE OF 52° 41' A DISTANCE OF 68.96 FEET; THENCE S 85° 39' 40" E, 206.69 FEET; THENCE S 57° 34' 15" W, 417.39 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 45 FEET THROUGH AN ANGLE OF 128° 49' 15" A DISTANCE OF 101.18 FEET; THENCE S 71° 15' 00" E, 194.42 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 35 FEET THROUGH AN ANGLE OF 112° 02' 00" A DISTANCE OF 68.44 FEET; THENCE

S 40° 47' 00" W, 46.95 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 75 FEET THROUGH AN ANGLE OF 54° 28' 30" A DISTANCE OF 71.31 FEET; THENCE N 84° 44' 30" W, 94.54 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 20 FEET THROUGH AN ANGLE OF 152° 47' 40" A DISTANCE OF 53.34 FEET; THENCE FROM A TANGENT THAT BEARS S 57° 32' 10" E, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 228.48 FEET THROUGH AN ANGLE OF 31° 28' 40" A DISTANCE OF 125.52 FEET; THENCE S 26° 03' 30" E, 59.74 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25 FEET THROUGH AN ANGLE OF 96° 25' 00" A DISTANCE OF 42.07 FEET; THENCE N 57° 31' 30" E, 97.47 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 100 FEET THROUGH AN ANGLE OF 53° 52' 10" A DISTANCE OF 94.02 FEET; THENCE FROM A TANGENT THAT BEARS S 68° 36' 20" E, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 165.00 FEET THROUGH AN ANGLE OF 41° 12' 10" A DISTANCE OF 118.66 FEET; THENCE FROM A TANGENT THAT BEARS N 70° 11' 30" E, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 69.23 FEET THROUGH AN ANGLE OF 108° 09' 08" A DISTANCE OF 130.68 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND RECORDED JULY 5, 1938 IN BOOK 122, PAGE 497 MENDOCINO COUNTY RECORDS, FROM WHICH THE NORTHWEST CORNER OF SAID PARCEL OF LAND BEARS N 41° 57' 48" E, A DISTANCE OF 38.60 FEET; ALSO FROM SAID POINT ON THE NORTHWESTERLY LINE OF THE ABOVE MENTIONED PARCEL OF LAND, THE CORNER COMMON TO SECTIONS 1, 2, 11, AND 12 T. 15 N., R. 13 W. BEARS S 38° 53' 05" E, A DISTANCE OF 1,439.07 FEET.

TOGETHER WITH THE RIGHT TO EXTEND AND MAINTAIN ALL DRAINAGE AND OTHER APPURTENANT HIGHWAY FACILITIES- AND A SLOPE EASEMENT THAT EXTENDS BEYOND THE LIMITS OF THE ABOVE DESCRIBED FIFTY (50) FOOT STRIP OF LAND, ON TO THE LAND OF THE GRANTORS IN BOOK 863, PAGE 69 OF OFFICIAL RECORDS, AS MAY BE REQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF A TWENTY (20) FOOT WIDTH ROADWAY.

APN: 156-040-04