BOS Agreement No.	19-121
DOT Agreement No.	190007

COUNTY OF MENDOCINO DEPARTMENT OF TRANSPORTATION

IMPROVEMENT AGREEMENT FOR BRUSH MEADOW APARTMENTS

THIS AGREEMENT ("Agreement"), executed and made this day of
April , 2019, between the COUNTY OF MENDOCINO, a political subdivision of the
State of California, hereafter referred to as "COUNTY", and 510 Brush St., L.P., a Californi
Limited Partnership, hereafter referred to as "DEVELOPER".

RECITALS

- A. DEVELOPER proposes to develop that certain property situated in the County of Mendocino, State of California shown on the map attached to this Agreement as Attachment 1 and incorporated herein by this reference, and identified as Assessor's Parcel Number 002-050-21 (the "Site").
- B. Mendocino County Ordinance Number 4335 rezoned the Site from I-1:FP to R-3:FP:CR pursuant to a Contract for Compliance with Rezoning Conditions, which document was recorded as Mendocino County Document Number 2015-06141 (the "Contract Rezone"), which is attached to this Agreement as Attachment 2 and incorporated herein by this reference.
- C. The Contract Rezone provides that prior to the completion of any project on properties affected by the Contract Rezone, the property owner shall either (1) construct all on-site circulation, infrastructure and open space improvements that are illustrated on Attachment D of the Contract Rezone, or (2) construct interim roadway improvements necessary to serve the project and existing uses within the area shown on Attachment D of the Contract Rezone (which area is referred to as the "Brush Street Triangle"), provided that the property owner enters into an improvement agreement, consistent with Article VIII of Chapter 17 of Title 17 of the Mendocino County Code, Division of Land Regulations, to construct traffic circulation, infrastructure, and open space improvements when the County Engineer deems is necessary to serve future area-wide development within the Brush Street Triangle.
- D. The COUNTY and the DEVELOPER acknowledge that the DEVELOPER is not in the same position as a subdivider developing a subdivision, including that the DEVELOPER has no control over the pace of development of the rest of the Brush Street Triangle, and that express

satisfaction of the requirements of a subdivision improvement agreement pursuant to the Division of Land Regulations is not feasible or desirable.

- E. The purpose of this Agreement is to satisfy the requirement of the Contract Rezone for an improvement agreement consistent with the County Code. In satisfaction of the Contract Rezone and its reference to the requirements of an improvement agreement, the COUNTY and DEVELOPER desire to enter into this Agreement for the purpose of providing the COUNTY with financial resources sufficient to complete any improvements within proposed COUNTY right-of-way that will not be completed by DEVELOPER as part of the construction of the DEVELOPER's project on the Site.
- F. This Agreement also contains provisions related to improvements being made within the County's existing right of way that shall be completed by the DEVELOPER as part of the construction of the DEVELOPER's project on the Site.

AGREEMENT

In consideration of the above recitals, and the promises and agreements described below, it is agreed between the parties as follows:

- 1. The above recitals are true and correct and incorporated herein by this reference.
- 2. Within thirty (30) days after the execution of this Agreement, DEVELOPER shall record the irrevocable offers of dedication, pursuant to Government Code section 7050, that are attached to this Agreement as Attachment 3 and Attachment 4, and which are incorporated herein by this reference. Attachment 3 describes property adjacent to the existing Brush Street (County Road 217) upon which certain improvements are to be constructed pursuant to paragraph 3 herein (the "Brush Street Dedication"). Attachment 4 describes property on the northern boundary of the Project that is anticipated to become a portion of a future street, tentatively named Brunner Street (the "Brunner Street Dedication").
- 3. As a condition precedent to issuance of a certificate of occupancy for any structure on the Site, DEVELOPER shall complete, to the satisfaction of the Director of Transportation, all off-site street improvements and appurtenant drainage facilities, as defined on the following plans on file in the office of the Department of Transportation: Offsite Improvement Plans for Brush Meadow Apartments, dated August 28, 2017, prepared by Walsh Engineering, excepting those identified as "Future Brunner Street Buildout" on Sheet C6.1 of said Offsite Improvement Plans. The improvements to be constructed under this Paragraph 3 include improvements within the Brush Street Dedication (the "Brush Street Dedication Improvements"), improvements within the existing Brush Street Right of Way (the "Brush Street Right of Way Improvements"). Together, the Brush Street Dedication Improvements, the Brush Street Right of Way Improvements, and the Brunner Improvements are referred to as the "improvements".

DEVELOPER has obtained from the Department of Transportation Encroachment Permit No. TU_2017-0134, under which the DEVELOPER will construct the Brush Street Right of Way Improvements, and for which the DEVELOPER has provided a bond.

- 4. DEVELOPER shall notify the Director of Transportation in writing at the commencement of construction of the improvements specified in Paragraph 3 herein. Said improvements shall, during the construction and installation thereof, be subject to inspection by the Director of Transportation or his authorized representative.
- 5. DEVELOPER shall notify the Director of Transportation in writing at the completion of construction of the improvements specified in Paragraph 3 herein, which notice shall be sent no later than the time at which the DEVELOPER requests from the Department of Planning and Building Services a final inspection for the building permit for DEVELOPER's project on the Site. The Department of Planning and Building Services shall separately notify the Department of Transportation when the Department of Planning and Building Services receives the request for a final inspection from the DEVELOPER.
- 6. Upon written notice to the Department of Transportation that the Brush Street Right of Way Improvements are complete, the Department of Transportation shall inspect and accept said Brush Street Right of Way Improvements pursuant to the provisions of Encroachment Permit No. TU_2017-0134.
- 7. Upon written notice to the Board of Supervisors by the Director of Transportation that the Brush Street Dedication Improvements have been completed in substantial compliance with the approved plans and specifications or authorized changes thereto, the COUNTY will consider the acceptance of the offer of dedication of the Brush Street Dedication. DEVELOPER shall ensure that the Brush Street Dedication is free and clear of all liens and encumbrances at the time the County considers the acceptance of the offer of the dedication and remains so until an acceptance of the dedication is recorded.
- 8. COUNTY will not consider acceptance of the Brunner Street Dedication or the Brunner Improvements until such point in time when Brunner Street is able to be developed and connected to other COUNTY roads.
- 9. As a condition precedent to issuance of a certificate of occupancy for any structure on the Site, DEVELOPER shall pay to the Department of Transportation the sum of NINETY ONE THOUSAND ONE HUNDRED NINETY THREE DOLLARS (\$91,193.00). The payment of funds pursuant to this paragraph is agreed to be in lieu of posting a bond or deposit to secure the eventual construction of the improvements identified as "Future Brunner Street Buildout" on Sheet C6.1, as defined on the following plans on file in the office of the Department of Transportation: Offsite Improvement Plans for Brush Meadow Apartments, dated August 28, 2017, prepared by Walsh Engineering.

- 10. DEVELOPER shall obtain and provide all payment for all permits, licenses, and inspections necessary for construction of all required improvements.
- 11. DEVELOPER shall indemnify, defend and hold harmless the COUNTY, its officers, employees, and agents from any and all loss, damage, or liability resulting from acts or failures to act of DEVELOPER, its agents, servants or employees, committed in the course of performing the works of improvement referred to in Paragraph 3 of this Agreement or from failure to perform such work of improvement.
- 12. No term or condition of this Agreement may be changed unless made in writing signed by the COUNTY and DEVELOPER.

[Signatures on Next Page.]

written.	executed this Agreement as of the day and year first abo
COUNTY OF MENDOCINO	510 Brush St., L.P.
	A California Limited Partnership
Carre Brown, Chair	By:
BOARD OF SUPERVISORS	Lori Koester
APR 1 0 2019	Title: Executive Director
	Date: 3/14/19
ATTEST: CARMEL J. ANGELO, Clerk of said Board	NAME AND ADDRESS OF DEVELOPER:
the state of the s	510 Brush St., LP
Xarlavah Hagin	c/o Lori Koester
Deputy Deputy	21031 Ventura Blvd., Suite 200 WOODLAND HILLS, CA 91364
APR 1 0 2019	WOODLAND HILLS, CA 91304
I hereby certify that according to the provisions of Government Code 25103, delivery of this document has been made. CARMEL J. ANGELO, Clerk of said Board	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
By Muh Vattagen Deputy	EXECUTIVE OFFICE/FISCAL REVIEW: APPROVAL RECOMMENDED
APR 1 0 2019	By: Deputy CEO
APPROVED AS TO FORM:	APPROVAL RECOMMENDED:
KATHARINE L. ELLIOTT, County Counsel	ADVI DU
11-1/-	HOWARD N. DASHIELL
By:	Director of Transportation
Date: 3/4/19	INSURANCE REVIEW:
	BY: Camel Cy moo
	RISK MANAGEMENT

ATTACHMENT 1



ATTACHMENT 2

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

> County of Mendocino Board of Supervisors 501 Low Gap Road, Room 1010 Ukiah, CA 95482

2015-06141 Recorded at the request of: MENDOCINO COU PBS 05/07/2015 11:53 AM Fee: \$46.00 Pgs: 1 of 12 OFFICIAL RECORDS Susan M. Ranochak - Clerk-Recorder Mendocino County, CA



CONTRACT FOR COMPLIANCE WITH REZONING CONDITIONS

(Section 27281.5 of the Government Code)

IN CONSIDERATION OF the adoption by the Board of Supervisors of Ordinance Number and thereby rezone Assessor's Parcel Numbers 002-050-16, 002-050-17, 002-010-10. 002-020-05, 002-040-40, 002-040-41, 002-050-14, and 002-050-15 as follows:

Assessor's Parcel Numbers 002-050-16 and 002-050-17 are reclassified from I-1;FP to R-3:FP:CR shown in Attachment A and as described in Attachment B and Assessor's Parcel Numbers 002-010-10, 002-050-05, 002-040-40, 002-040-41, 002-050-14 and 002-050-15 are reclassified from I-1:FP to C-2:FP:CR shown in Attachment A and as described in Attachment C.

The Owners of the above-referenced properties, who are specifically identified herein and each of whom warrant that they are the owners of the properties or are the authorized representatives of the owners, Agree and Promise to comply with the conditions stated herein pursuant to Section 27281.5 of the California Government Code.

OWNERS

Assessor's Parcel Nos.	Ownership Entity
002-010-05 and 002-020-05	C & M Investments, a General Partnership
002-050-16, and 002-050-17	 John & Sandra Mayfield, LLC, as to an undivided ½ interest, The following individuals as trustees, as to an undivided ½ interest: Jack L. Cox, as Trustee of the Jack L. Cox Revocable Trust Debbie Harrison, as Trustee of the Nicholas Harrison Trust Debbie Harrison, as Trustee of the Spencer Harrison Trust Kerri Vau, as Trustee of the Lauren Vau Trust Kerri Vau, as Trustee of the Whitney Vau Trust Kerri Vau, as Trustee of the Natalie Vau Trust
002-040-40, 002-040-41, 002-050-14 and 002-050-15	- John & Sandra Mayfield, LLC, as to an undivided ½ interest; - CVH Investments, LLC, as to an undivided ½ interest:

CONDITIONS

Assessor's Parcel Numbers 002-050-16, 002-050-17, 002-010-10, 002-050-05, 002-040-40, 002-040-41, 002-050-14 and 002-050-15, as shown on Attachment D, are contiguous parcels which constitute a Mixed Use Site where an integrated development project with significant functional and a coherent physical design can be established, consistent with the Ukiah Valley Area Plan.

The following conditions must be fulfilled in conjunction with the establishment and construction of a structure associated with a permitted use, approved by a ministerial permit (e.g. building permit) or discretionary permit (e.g. use permit, subdivision), hereinafter referred to as "Project", within the Mixed Use Site shown in Attachment D:

- 1) All Projects shall be consistent with the Ukiah Valley Area Plan (UVAP) including but not limited to the general intent, guidelines, uses, and standards associated with the Mixed Use Brush Street Triangle land use classification (UVAP, Appendix I, Page 12-4).
- 2) All Projects shall be consistent with the Mixed Use Compatibility Standards contained in Section 20.085.055 of Title 20, Division I of the Mendocino County Code ("Inland Zoning Code"), including the Ukiah Valley Area Plan Community Design Guidelines (Resolution # 14-102) or until such time the Inland Zoning Code is amended to included specific Mixed Use Compatibility Standards for the Brush Street Triangle.
- 3) Traffic circulation, infrastructure, and open space improvements associated with any Project within the Mixed Use Site shall be located as depicted by the Brush Street Triangle Master Plan, which may be modified from time to time, and constructed accordingly to County Division of Land Standards, commencing with Article VI, General Regulations and Provisions, to serve existing and future development within the Brush Street Triangle as follows:
 - a. Prior to the construction of any Project, but not including an accessory use or structure, the property owner shall dedicate to the County access, utility, and open space easements to accommodate development of the area-wide circulation, infrastructure and open space improvements illustrated within the Mixed Use Site shown on the Brush Street Triangle Master Plan (Attachment D).
 - b. Prior to the completion of any Project within the Mixed Use Site, the property owner shall construct all on-site circulation, infrastructure and open space improvements illustrated within the Mixed Use Site shown on the Brush Street Triangle Master Plan (Attachment D). Alternatively, the property owner may be allowed to construct interim roadway improvements necessary to serve the Project and existing uses within the Mixed Use Site provided the property owner enters into an Improvement Agreement, consistent with Article VIII, Division of Lands Regulations, to construct traffic circulation, infrastructure, and open space improvements when the County Engineer deems is necessary to serve future area-wide development within the Brush Street Triangle.

IT IS AGREED that the forgoing agreement and promise shall constitute a deed restriction and shall run with the land and constitute an equitable servitude and restrictive covenant. In the event of non-compliance with the aforesaid conditions, consent is hereby given that the aforesaid property may be rezoned in compliance with Government Code Sections 65853, et seq., and shall be subject to other action authorized by the Mendocino County Code.

IT IS FURTHER AGREED that this contract shall be binding upon the successors and assigns of the owners of land known as Assessor Parcel Numbers 002-050-16, 002-050-17, 002-010-10, 002-020-05, 002-040-40, 002-040-41, 002-050-14, and 002-050-15, more particularly shown in the attached

2 R 2014-0004

2015-06141 Page 3 of 1205/07/2015 11:53:27 AM

Attachment A and described in the attached Attachment B and Attachment C, and shall be effective only after it is signed by the owners.

OWNERS OF ASSESSOR PARCEL NOS. 002-010-05 AND 002-020-05

C & M Investments, a General Partnership	
Shak	4/30/15
John M. Mayfield, General Partner	DATE
· ce	4-29-15
Jack L. Cox, General Partner	DATE
OWNERS OF ASSESSOR PARCEL NOS. 002-040-40, 0	
John & Sandra Mayfield, LLC, a California Limited Liability	y Company, as to an undivided ½ interest:
John M. Maytield, as Frustee	4/30/15
as member	DATE /
Landia M May field SMM	4/30/15
Sanrda M. Mayfield, as ***********************************	DATE
CVH Investments, LLC, a California Limited Liability Comp	pany, as to an undivided ½ interest:
a	
(4 29-15.
Jack L. Cox, as Trustee ,	DATE
as managing member	
There I Vac	429.K
Kerri F. Vau, a s Trustoe,	DATE
as member	

OWNERS OF ASSESSOR PARCEL NOS. 002-050-16, AND 002-050-17

John & Sandra Mayfield, LLC, a California Limited	d Liability Company, as to an undivided ½ interest:
July	4/30/15
John M. Mayfeld, as Trustee, as member	DATE '
as member	(
Sanda M. Mayfield of Sanda M. Mayfield of	1mm _ 4/50/15
as member	DATE
as member v	
The following individuals as trustees, as to an und	ivided ½ interest:
	<u>4-29-15</u> DATE
Jack L. Cox, as Trustee of the	DATE
Jack L. Cox Revocable Trust	
Dellic How	4 29-15
Debbie Harrison, as Trustee of the	DATE
Nicholas Harrison Trust	
Delic How	476-16
Debbie Harrison, as Trustee of the	<u>4 29-15</u> date
Spencer Harrison Trust	-···-
Though	4 29 15
Kern Vau, as Trustee of the	DATE
Lauren Vau Trust	
Mru Che	<u>4296</u>
Kerri Vau, as Trustee of the	DATE
Whitney Vau Trust	
Musi Ch.	4.29.15
Kerri Vau, as Trustee of the	DATE
Natalie Vau Trust	

<u>ACKNOWLEDGEMENTS</u>

[ATTACH ACKNOWLEDGMENTS]

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

before me, ADRIANE M. PARDINI	Notary Public,
On APRIL 29TH, 2015	
COUNTY OF MENDOCINO	
STATE OF CALIFORNIA	

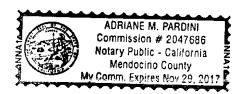
personally appeared **JACK L. COX, KERRI VAU AND DEBBIE HARRISON**___who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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 (Mulicity alice)

ATTACHED TO CONTRACT FOR COMPLIANCE WITH REZONING CONDITIONS



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

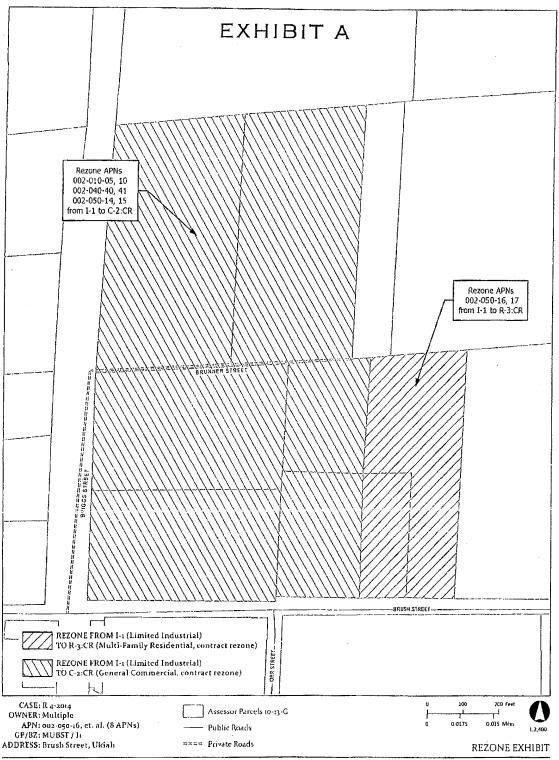
STATE OF CALIFORNIA	· · · · · · · · · · · · · · · · · · ·
COUNTY OF MENDOCINO	
on Euro 30 765	,
before me, ADRIANE M. PARDINI	_Notary Public,
personally appeared **JOHN M. MAYFIELD AND SANDRA of satisfactory evidence to be the person(s) whose nar acknowledged to me that he/she/they executed the same his/her/their signature(s) on the instrument the person(s), dexecuted the instrument.	ne(s) is/are subscribed to the within instrument and in his/her/their authorized capacity(ies), and that by
I certify under PENALTY OF PERJURY under the laws of true and correct.	the State of California that the foregoing paragraph is
WITNESS my hand and official seal.	
Signature <u>Addition</u> Carcing	(Seal)



ATTACHED TO CONTRACT FOR COMPLIANCE WITH REZONING CONDITIONS

ATTACHMENT A

MAP OF REZONED PARCELS



Map produced by the Mendocine County Planning & Building Services, Kovember, 2014 All spuid data it approximate. Map provided without concenty of any kind.

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ATTACHMENT B

LEGAL DESCRIPTION OF ASSESSOR'S PARCEL NOS. 002-050-16 and 002-050-17

ALL THAT CERTAIN REAL PROPERTY SITUATED AND SHOWN ON THE REVISED SUBDIVISION OF THE BRUNNER-BRIGGS ADDITION #1 FILED IN MAP CASE 1, DRAWER 3, PAGE 56, MENDOCINO RECORDS, COUNTY OF MENDOCINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCELS 3 AND 4 AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 50, PAGE 27, MENDOCINO COUNTY RECORDS.

APN: 002-050-16 AND 17

ATTACHMENT C

<u>LEGAL DESCRIPTION OF ASSESSOR'S PARCEL NOS.</u> 02-010-10, 002-050-05, 002-040-40, 002-040-41, 002-050-14 and 002-050-15

PARCEL ONE:

LOTS 4 AND 5 OF THE 'REVISED SUBDIVISION OF THE BRUNNER-BRIGGS ADDITION NO. 1' FILED IN MAP CASE 1, DRAWER 3, PAGE 56, MENDOCINO COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE NORTH HALF OF BRUNNER STREET DESIGNATED ON SAID MAP WHICH LIES BETWEEN THE SOUTHERLY EXTENSION OF THE EASTERLY AND WESTERLY LINES OF PARCEL ONE ABOVE DESCRIBED.

APN: 002-010-10 AND 002-020-05

ALL THAT CERTAIN REAL PROPERTY SITUATED AND SHOWN ON A MAP OF REVISED SUBDIVISION OF THE BRUNNER-BRIGGS ADDITION NO. 1 FILED IN MAP CASE 1, DRAWER 3, PAGE 56, MENDOCINO COUNTY RECORDS, COUNTY OF MENDOCINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCELS 1 AND 2 AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 50, PAGE 27, MENDOCINO COUNTY RECORDS

APN: 020-050-14 AND 15

AND ALL THAT CERTAIN PROPERTY COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2 AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 50. PAGE 27, MENDOCINO COUNTY RECORDS; THENCE SOUTH 01°46'42" WEST ALONG THE CENTERLINE OF THE FORMER ORR STREET, 38.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°46'42" WEST ALONG THE CENTERLINE OF THE FORMER ORR STREET 316.86 FEET MORE OR LESS TO THE NORTHERLY LINE OF BRUSH STREET (C.R. #217); THENCE SOUTH 88°56'56" WEST ALONG THE NORTHERLY LINE OF BRUSH STREET, 35.04 FEET; THENCE LEAVING THE NORTHERLY LINE OF BRUSH STREET NORTH 01°46'42" EAST, 316.86 FEET TO A POINT THAT BEARS SOUTH 88°56'56" WEST, 35.04 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 88°56'56" EAST, 35.04 FEET TO THE POINT OF BEGINNING.

PURSUANT TO MENDOCINO COUNTY BOUNDARY LINE ADJUSTMENT #B1-98.

APN: 002-040-40

AND ALL THAT CERTAIN REAL PROPERTY SITUATED AND SHOWN ON A MAP OF THE REVISED SUBDIVISION OF THE BRUNNER-BRIGGS ADDITION NO. 1 FILED IN MAP CASE 1, DRAWER 3, PAGE 56, MENDOCINO COUNTY RECORDS, COUNTY OF MENDOCINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2 AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 50, PAGE 27, MENDOCINO COUNTY RECORDS; THENCE SOUTH 01°46'42" WEST ALONG THE CENTERLINE OF THE FORMER ORR STREET, 38.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°46'42" WEST ALONG THE CENTERLINE OF THE FORMER ORR STREET 316.86 FEET MORE OR LESS TO THE NORTHERLY LINE OF BRUSH STREET (C.R. #217); THENCE SOUTH 88°56'56" WEST ALONG THE NORTHERLY LINE OF BRUSH STREET, 471.94 FEET TO THE EASTERLY RIGHT OF WAY LINE OF BRIGGS STREET; THENCE NORTH 01°52'51" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF THE SAID BRIGGS STREET AND THE WESTERLY LINE OF LOT 6 OF THE SAID REVISED SUBDIVISION. 316.89 FEET; THENCE LEAVING THE EASTERLY LINE OF BRIGGS STREET AND THE WESTERLY LINE OF SAID LOT 6 NORTH 88°56'56" EAST, 471.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF BRIGGS STREET VACATED BY THE COUNTY OF MENDOCINO BY RESOLUTION NO. 98-175 RECORDED OCTOBER 9, 1998, DOCUMENT NO. 1998-19404, MENDOCINO COUNTY RECORDS WHICH LIES BETWEEN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL.

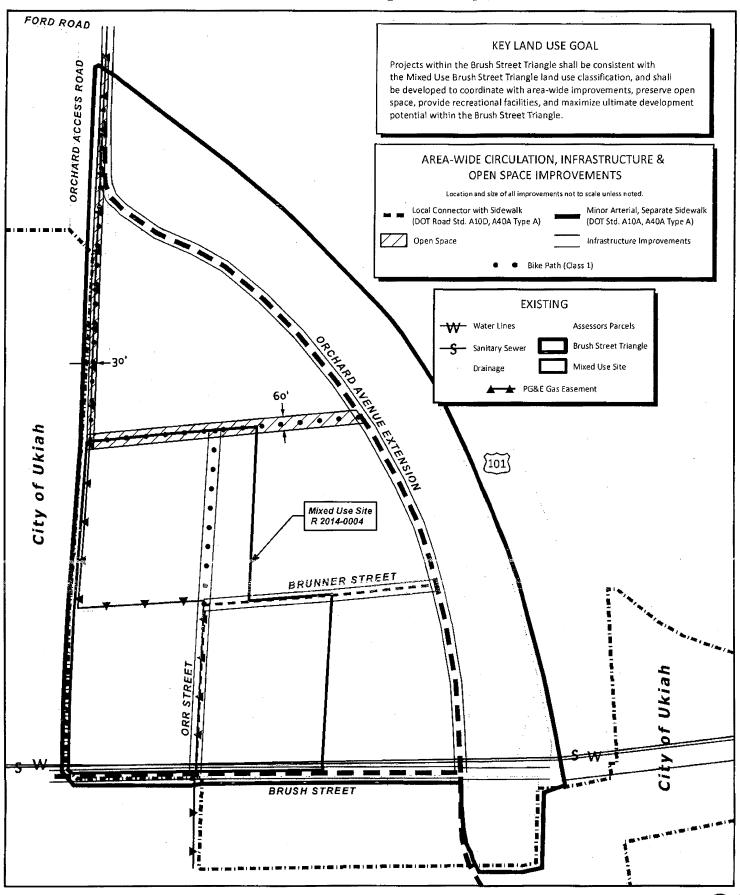
APN: 002-040-41

2015-06141 Page 12 of 1205/07/2015 11:53:27 AM

BRUSH STREET TRIANGLE MASTER PLAN

R 2014-0004, April 21, 2015

EXHIBIT D



420

ATTACHMENT 3

FREE RECORDING REQUESTED PURSUANT TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Clerk of the Mendocino County Board of Supervisors 501 Low Gap Road, Suite 1010 Ukiah, CA 95482

MAIL COPY TO:

510 Brush St., L.P. c/o Corporation for Better Housing 21031 Ventura Blvd., Suite 200 Woodland Hills, CA 91364

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 002-050-21

IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY FOR PUBLIC PURPOSES, TO WIT, FOR PUBLIC STREETS

510 BRUSH ST., L.P., A CALIFORNIA LIMITED PARTNERSHIP,

hereinafter designated Grantor, hereby represents that it is the owner of the hereinafter described real property and for valuable consideration, receipt of which is acknowledged, hereby makes an irrevocable offer of dedication (fee title) of the hereinafter described real property for public street purposes.

The real property referred to above is situated in the unincorporated area of the County of Mendocino, State of California, and is more particularly described as follows:

See attached EXHIBIT A and EXHIBIT B

Said lands described in EXHIBIT A and EXHIBIT B are to be kept open, clear and free from buildings and structures of any kind.

This offer of dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the Board of Supervisors of the County of Mendocino.

This offer of dedication shall convey to the governing body, upon its acceptance, fee title to any facility or facilities located within or under the aforementioned parcels of land.

This offer of dedication may be terminated and the right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets and/or highways by Part 3 of Division 9 or Chapter 2 of Division 2 of the Streets and Highways Code of the State of California, whichever is applicable. Such termination and abandonment may be made by the Board of Supervisors of the County of Mendocino.

This offer of dedication shall be irrevocable and shall be binding on the Grantor, his heirs, executors, administrators, successors and assigns.

Executive Director

CONSENT TO RECORDATION

This is to certify that the Clerk	of the Board of Supervisors of the	
County of Mendocino, as its au	thorized agent pursuant to the authority	
conferred by Resolution No	consents to the making of the foregoing	
$\begin{array}{c c} A & D & \\ \hline \end{array}$	consents to the making of the foregoing	
Irrevocable Offer of Dedication	n and consents to the recordation thereof	•
Dated: ADVI 10	, 2019	

Clerk of the Board of Supervisors

By: Karla Van Hagen

DEPUTY

EXHIBIT A TO ATTACHMENT 3

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCELS 3 AND 4, AS NUMBERED AND DESIGNATED UPON PARCEL MAP RECORDED MARCH 1, 1990 IN MAP CASE 2, DRAWER 50, PAGE 27, MENDOCINO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 3; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCELS 3 AND 4 SOUTH 88°56'56" WEST 262.05 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 4; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 4 NORTH 01°46'42" EAST 15.02 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 88°56'56" EAST 262.07 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 3; THENCE ALONG SAID EASTERLY LINE SOUTH 01°52'02" WEST 15.02 FEET TO THE POINT OF BEGINNING..

CONTAINING 0.090 ACRE, MORE OR LESS.

PORTION A.P.N. 002-050-21



1255 Starboard Drive West Sacramento, CA 95691

(916) 372-8124

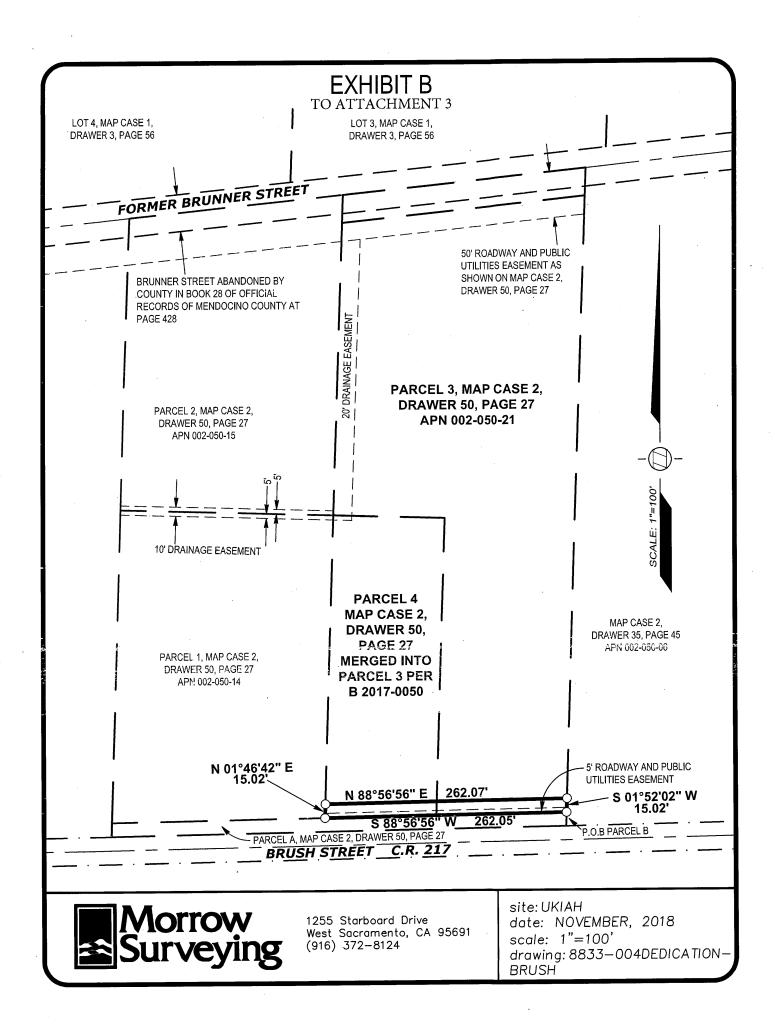
site: UKIAH

date: NOVEMBER, 2018

scale: 1"=100'

drawing: 8833-004DEDICATION-

BRUSH



ATTACHMENT 4

FREE RECORDING REQUESTED PURSUANT TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Clerk of the Mendocino County Board of Supervisors 501 Low Gap Road, Suite 1010 Ukiah, CA 95482

MAIL COPY TO:

510 Brush St., L.P. c/o Corporation for Better Housing 21031 Ventura Blvd., Suite 200 Woodland Hills, CA 91364

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 002-050-21

IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY FOR PUBLIC PURPOSES, TO WIT, FOR PUBLIC STREETS

This Irrevocable Offer of Dedication is made as of the ____ day of _____, 2019, by 510 BRUSH ST., L.P., A CALIFORNIA LIMITED PARTNERSHIP, hereinafter designated Grantor, and is based on the following recitals:

- A. Owner represents that it holds a fee title interest in that certain real property located in the unincorporated area of the County of Mendocino, State of California, Assessor's Parcel Number 002-050-21 and as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Subject Property").
- C. Pursuant to the Improvement Agreement, the County of Mendocino has consented to the Grantor's making of this irrevocable offer of dedication.

NOW, THEREFORE, in consideration of the mutual promises, approvals and covenants made by the parties and other considerations, the value, adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

- 1. Owner does hereby irrevocably offer for dedication to the County of Mendocino, a political subdivision of the State of California, and its successors and assigns, pursuant to the provisions of California Government Code section 7050, an easement for public street and highway purposes, those portions of the Subject Property as identified in Exhibit B, attached hereto and incorporated herein by this reference. Said offer of dedication shall be irrevocable and a government entity may, at any time in the future, accept said offer of dedication of easement for public street and highway purposes.
- 2. Owner agrees that this irrevocable and perpetual offer of dedication is and shall be binding on Owner's heirs, legatees, successors and assigns. Said easement area is to be kept open, clear and free from buildings and structures of any kind; provided, however, improvements may be installed by Owner pursuant to the Improvement Agreement.
- 3. This offer of dedication may be terminated and the right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets and/or highways by Part 3 of Division 9 of the Streets and Highways Code of the State of California.

Califo	ornia.
IN W day o	ITNESS WHEREOF, said Grantor has hereunto subscribed its name this, f, 2019.
	Brush St., L.P., a Fornia limited partnership
By:	Corporation for Better Housing, a California nonprofit public benefit corporation Its Managing General Partner

By:_____
Lori Koester
Executive Director

FREE RECORDING REQUESTED PURSUANT TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Clerk of the Mendocino County Board of Supervisors 501 Low Gap Road, Suite 1010 Ukiah, CA 95482

MAIL COPY TO:

510 Brush St., L.P. c/o Corporation for Better Housing 21031 Ventura Blvd., Suite 200 Woodland Hills, CA 91364

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 002-050-21

IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY FOR PUBLIC PURPOSES, TO WIT, FOR PUBLIC STREETS

This Irrevocable Offer of Dedication is made as of the 22nd day of April, 2019, by 510 BRUSH ST., L.P., A CALIFORNIA LIMITED PARTNERSHIP, hereinafter designated Grantor, and is based on the following recitals:

- A. Owner represents that it holds a fee title interest in that certain real property located in the unincorporated area of the County of Mendocino, State of California, Assessor's Parcel Number 002-050-21 and as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Subject Property").
- B. Pursuant to an Improvement Agreement for Brush Meadow Apartments, entered into as of April 9, 2019, by the Owner and the County of Mendocino (the "Improvement Agreement"), the Owner desires to make an offer to dedicate, irrevocably, to the public, an easement for public street purposes, which offer may be accepted at any time by any governmental entity which has the power to establish, construct and maintain roads.
- C. Pursuant to the Improvement Agreement, the County of Mendocino has consented to the Grantor's making of this irrevocable offer of dedication.

NOW THEREFORE, in consideration of the mutual promises, approvals and covenants made by the parties and other considerations, the value, adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

- 1. Owner does hereby irrevocably offer for dedication to the County of Mendocino, a political subdivision of the State of California, and its successors and assigns, pursuant to the provisions of California Government Code section 7050, an easement for public streets and highway purposes, those portions of the Subject Property as identified in Exhibit B, attached hereto and incorporated herein by reference. Said offer of dedication shall be irrevocable and a government entity may, at any time in the future, accept said offer of dedication of easement for public streets and highway purposes.
- 2. Owner agrees that this irrevocable and perpetual offer of dedication is and shall be binding on Owner's heirs, legatees, successors and assigns. Said easement area is to be kept open, clear and free from buildings and structures of any kind; provided, however, improvements may be installed by Owner pursuant to the Improvement Agreement.
- 3. This offer of dedication may be terminated and the right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets and/or highways by Part 3 of Division 9 of the Streets and Highways Code of the State of California.

IN W	TITNESS WHEREOF, said Grantor has hereunto substitution of the property of the	scribed its na	ame this 23 W
	Brush St., L.P., a ornia limited partnership		
By:	Corporation for Better Housing, a California nonprofit public benefit corporation Its Managing General Partner		

By:

Lori Koester Executive Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

ies only the identity of the individual who signed the document accuracy, or validity of that document.
ENE T. GOLDY NOTARY PUBLIC
Here Insert Name and Title of the Officer
lame(s) of Signer(s)
te to be the person(s) whose name(s) is/are subscribed he/she/they executed the same in his/her/their-ature(s) on the instrument the person(s), or the entity e 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 Signature of Notary Public
onal / / deter alteration of the document or form to an unintended document.
Number of Pages:
Signer's Name: Corporate Officer – Title(s): Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian of Conservator □ Other: Signer is Representing:

CONSENT TO RECORDATION

This is to certify that the Clerk of the Board of Supervisors of the
County of Mendocino, as its authorized agent pursuant to the authority conferred by Resolution No. 19-158 adopted
conferred by Resolution No. 19-158 adopted
, 2019 consents to the making of the foregoing
Irrevocable Offer of Dedication and consents to the recordation thereof.
The vocable offer of Dedication and consents to the recordation thereon.
Dated: 400) 9 , 2019
Clerk of the Board of Supervisors
By: Karle Van Hage
Name: Karla Van Hagen
Its: Sr. Deputy Clerk of the Board.

EXHIBIT A

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL 3, AS NUMBERED AND DESIGNATED UPON PARCEL MAP RECORDED MARCH 1, 1990 IN MAP CASE 2, DRAWER 50, PAGE 27, MENDOCINO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 01°52'02" EAST 670.09 FEET FROM THE SOUTHEASTERLY CORNER OF SAID PARCEL 3;

THENCE LEAVING SAID EASTERLY LINE SOUTH 83°58'05" WEST 265.23 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 3;

THENCE ALONG SAID WESTERLY LINE NORTH 01°46'42" EAST 23.52 FEET;

THENCE NORTH 83°58'05" EAST 265.26 FEET;

THENCE ALONG SAID EASTERLY LINE SOUTH 01°52'02" WEST 23.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.141 ACRE, MORE OR LESS.

PORTION A.P.N. 002-050-21

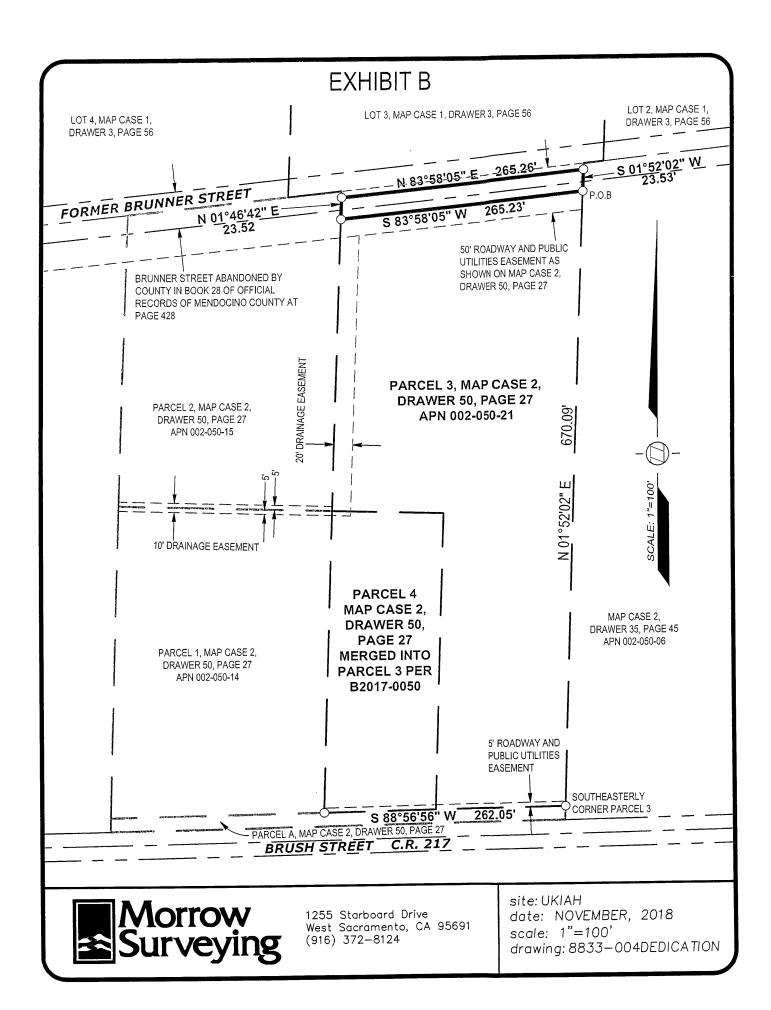


site: UKIAH

date: NOVEMBER, 2018

scale: 1"=100'

drawing: 8833-004DEDICATION



FREE RECORDING REQUESTED PURSUANT TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Clerk of the Mendocino County Board of Supervisors 501 Low Gap Road, Suite 1010 Ukiah, CA 95482

MAIL COPY TO:

510 Brush St., L.P. c/o Corporation for Better Housing 21031 Ventura Blvd., Suite 200 Woodland Hills, CA 91364

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 002-050-21

IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY FOR PUBLIC PURPOSES, TO WIT, FOR PUBLIC STREETS

510 BRUSH ST., L.P., A CALIFORNIA LIMITED PARTNERSHIP,

hereinafter designated Grantor, hereby represents that it is the owner of the hereinafter described real property and for valuable consideration, receipt of which is acknowledged, hereby makes an irrevocable offer of dedication (fee title) of the hereinafter described real property for public street purposes.

The real property referred to above is situated in the unincorporated area of the County of Mendocino, State of California, and is more particularly described as follows:

See attached EXHIBIT A and EXHIBIT B

Said lands described in EXHIBIT A and EXHIBIT B are to be kept open, clear and free from buildings and structures of any kind.

This offer of dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the Board of Supervisors of the County of Mendocino.

This offer of dedication shall convey to the governing body, upon its acceptance, fee title to any facility or facilities located within or under the aforementioned parcels of land.

This offer of dedication may be terminated and the right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets and/or highways by Part 3 of Division 9 or Chapter 2 of Division 2 of the Streets and Highways Code of the State of California, whichever is applicable. Such termination and abandonment may be made by the Board of Supervisors of the County of Mendocino.

This offer of dedication shall be irrevocable and shall be binding on the Grantor, his heirs, executors, administrators, successors and assigns.

The term "Grantor" as used herein shall include the plural as well as the singular number.

IN WITNESS WHEREOF, said Grantor has hereunto subscribed its name this 2019

510 Brush St., L.P., a California limited partnership

By: Corporation for Better Housing, a

California nonprofit public benefit corporation

Its Managing General Partner

Lori Koester

Executive Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMEN	T CIVIL CODE 8 119
A notary public or other officer completing this certificate verifito which this certificate is attached, and not the truthfulness,	ries only the identity of the individual who signed the document accuracy, or validity of that document.
State of California County of LOS ANGELES	
On AFRIL 23, 2019 before me,	HENE T. GOLDY, NOTARY PUBLIC
Date	Here Insert Name and Title of the Officer
personally appeared	(A) (A) (A)
	Name(s) of Signer(s)
to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their signa upon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entity
GENE T. GOLOY Notary Public - California Los Angeles County Commission # 2253098 My Comm. Expires Aug 7, 2022	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 Signature of Notary Public
Place Notary Seal and/or Stamp Above OPTI	ONAL Signature of flotary fields
Completing this information can of fraudulent reattachment of this in	deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Trustee Guardian of Conservator Other: Signer is Representing:	☐ Partner ─ ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian of Conservator ☐ Other:

CONSENT TO RECORDATION

This is to certify that the Clerk of t	the Board of Supervise	ors of the
County of Mendocino, as its autho	rized agent pursuant t	to the authority
conferred by Resolution No.	-159	adopted
, 2019 con	sents to the making of	f the foregoing
Irrevocable Offer of Dedication an	d consents to the reco	rdation thereof.
10.		
Dated:	, 2019	
Clerk of the Board of Supervisors		
Deputy		
By: KWILL VIII HIGH		

EXHIBIT A

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCELS 3 AND 4, AS NUMBERED AND DESIGNATED UPON PARCEL MAP RECORDED MARCH 1, 1990 IN MAP CASE 2, DRAWER 50, PAGE 27, MENDOCINO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 3; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCELS 3 AND 4 SOUTH 88°56'56" WEST 262.05 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 4; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 4 NORTH 01°46'42" EAST 15.02 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 88°56'56" EAST 262.07 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 3; THENCE ALONG SAID EASTERLY LINE SOUTH 01°52'02" WEST 15.02 FEET TO THE POINT OF BEGINNING..

CONTAINING 0.090 ACRE, MORE OR LESS.

PORTION A.P.N. 002-050-21



site: UKIAH

date: NOVEMBER, 2018

scale: 1"=100'

drawing: 8833-004DEDICATION-

BRUSH

