

BOS Agreement No. 20-006

AGREEMENT TO PURCHASE AND ESCROW INSTRUCTIONS

TO: Redwood Empire Title Company Escrow No. 20190529AP  
551 South Orchard Avenue  
Ukiah, CA 95482

FROM: The County of Mendocino and  
Jason McConnell and Suzanne Jahnke

RE: Sale of Vacated County Road 141, Rivino Ranch Road from the County of  
Mendocino to Jason N. McConnell and Suzanne J. Jahnke

The parties hereto, Jason N. McConnell and Suzanne J. Jahnke (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 Redwood Empire 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 Vacated County Road 141, Rivino Ranch Road 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 eleven thousand, five hundred dollars (\$11,500), plus all closing costs, to be paid by Buyer as follows:
  - a. Three hundred sixty dollars (\$360), partial 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. Eleven thousand, five hundred dollars (\$11,500), the total purchase price, plus remaining balance of closing costs as determined by Escrow Holder, 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. Seller shall deposit with Escrow Holder a duly executed quitclaim deed to the Property.
4. 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 quitclaim 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 \$11,500.
5. At close of escrow, Seller shall convey to Buyer a quitclaim deed.
6. Title and possession shall pass upon recordation of the quitclaim deed to the extent authorized by law.
7. The Property sold to Buyer under this Agreement shall include the reservation of a State of California and County of Mendocino ingress and egress easement to the adjacent and adjoining Highway.
8. Buyer waives any claims for damages to said property by reason of location, construction, landscaping or maintenance of the freeway and/or highway adjoining said property as contained in the deed to the State of California, recorded July 2, 1938 in Book 122, Page 70 of Official Records.
9. The Property described above shall become a part of Buyer's property identified as lands of Jason N. McConnell and Susan J. Jahnke, as recorded in BLA number 2016-02358, Mendocino County Records (MCR) through BLA #B2019-0027 to be approved before the transfer of property and no new parcel shall be created which Buyer, it's heirs or assigns, may sell separately from said BLA number 2016-02358 MCR.
  - a. Buyer will initiate the boundary line adjustment application. Buyer will pay all application fees.
10. 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 quitclaim deed only.
11. 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 attorney's 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.



## IN WITNESS WHEREOF

## DEPARTMENT FISCAL REVIEW:

Carmel J. Angelo **1/27/2020**  
 DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: \_\_\_\_\_

Line Item: \_\_\_\_\_

Grant: ☐ Yes ☐ No

Grant No.: \_\_\_\_\_

## COUNTY OF MENDOCINO

By: John Haschak  
 JOHN HASCHAK, Chair  
 BOARD OF SUPERVISORS

Date: **FEB 05 2020**

## ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Emilee Dunham  
 Deputy **FEB 05 2020**

I hereby certify that according to the provisions of  
 Government Code section 25103, delivery of this  
 document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Emilee Dunham  
 Deputy **FEB 05 2020**

## INSURANCE REVIEW:

By: Carmel J. Angelo  
 Risk Management

Date: **1/27/2020**

## CONTRACTOR/COMPANY NAME

By: Suzanne J. Jahnke  
 DocuSigned by: 36B34542754143F...  
 Date: **27 JAN 2020** 1/27/2020 | 9:55 AM PST

## NAME AND ADDRESS OF CONTRACTOR:

Jason M. McConnell and Susan J. Jahnke

4101 Rivino Ranch Road

Ukiah, CA 95482

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:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
 Acting County Counsel

By: Christian M. Curtis  
 Deputy

Date: **01/27/2020**

## EXECUTIVE OFFICE/FISCAL REVIEW:

By: Donella Rasmussen  
 Deputy CEO

Date: **1/27/2020**

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: \_\_\_\_\_



## EXHIBIT A

### Preliminary Property Description

Tract One, Parcel 3 as described in the "Relinquishment of Highway Right of Way in the County of Mendocino, Road 01-MEN-101-17.2-22.2, Request No. 754" recorded June 1, 1966 in Book 717 of Official Records, Page 385, Mendocino County Records, further described as follows:

Beginning at a point from which the Yokayo Rancho grant corner designated on said Healey's Survey and Map of Yokayo Rancho as "F-1" bears North 40° 04' 05" West, 1576.38 feet and from which point of beginning Engineer's Station "B-16" 540+50.00 P.O.T. of the Department of Public Works' survey from Crawford Ranch to Robinson Creek (State Highway 01-Men-101) bears South 66° 56' 00" West, 210.00 feet; thence North 05° 09' 03" East, 232.65 feet; thence North 20° 12' 18" West, 100.12 feet; thence South 66° 56' 00" West, 120.00 feet; thence South 23° 04' 00" East, 50.00 feet; thence South 12° 20' 16" East, 477.67 feet to the Northerly line of the parcel of land conveyed to John A. Parducci, et al by deed recorded February 24, 1961 in Book 561 of Official Records, Page 331, Mendocino County Records; thence North 77° 05' 02" East, along said Northerly line, 39.64 feet to a point that bears South 09° 06' 35" East from the point of beginning; thence North 09° 06' 35" West, 228.03 feet to the point of beginning.

Vacated County Road 141, Rivino Ranch Road

RESERVING THEREFROM all public utility rights on the above described Tract One.

ALSO RESERVING THEREFROM to the State of California any and all rights for ingress to and egress from Tract One and to the adjacent and adjoining Highway 101. State of California can impose Encroachment Permit requirements to any parcels adjoining the State Highway subject to their current standards.

ALSO RESERVING THEREFROM any and all easements or other rights in, to or over Tract One for furnishing ingress and egress to and from Tract One, regardless of the manner in which the easement or other right was acquired.