



RESOLUTION No. 21-353

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

TERMINATION AND RELEASE OF AN OLD 1980 AGREEMENT, RIGHT OF ENTRY AND RIGHT-OF-WAY FOR DONATED RIGHTS-OF-WAY AS RECORDED ON JUNE 3, 1980 AS DOCUMENT NO. 80-15103, ASSESSOR'S PARCEL NUMBER 005- 290-026. – DISTRICT 1

WHEREAS, the County of Nevada has an Agreement, Right of Entry and Right-of-Way for donated Rights-of-Way with the Erickson Lumber Company dated May 27, 1980 and recorded June 3, 1980 as Document No. 80-15103; and

WHEREAS, the County of Nevada Board of Supervisors passed and adopted said Agreement by Resolution No. 80173 on May 27, 1980; and

WHEREAS, the County of Nevada has received a request from the property owner, The Harrington Family Trust, owners of Assessor's Parcel Number (APN) 005-290-026 and successors to the Erickson Lumber Company, to terminate and release any County rights or interest in the said Agreement; and

WHEREAS, the Nevada County Public Works Director, County Surveyor, and County Housing Director have reviewed the proposed termination and release of said Agreement and finds that the rights of entry or option for donated rights-of-way are no longer needed for the purpose that it was originally provided; and

WHEREAS, the Owner and the County mutually desire to terminate the Right of Entry and the Option to Accept Rights-of-Way as described in said Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors has reviewed and considered this Termination and Release of Agreement and hereby finds and determines as follows:

1. The above recitals are true and correct.
2. The Agreement, Right of Entry and Right-of-Way for donated Rights-of-Way with the Erickson Lumber Company dated May 27, 1980 and recorded June 3, 1980 as Document No. 80-15103 is hereby determined to be no longer a valid Agreement and there is no need for the Rights of Entry or donated Rights-of-Way over the previously owned Erickson Lumber Company lands.
3. The Deed Document for the Termination and Release of Agreement, Right of Entry and Right-of-Way for donated Rights-of-Way as shown herein can be signed by the Board Chairman and recorded by the Clerk of the Board.

BE IT FURTHER RESOLVED that the Nevada County Board of Supervisors hereby:

1. Terminates and Releases the County from the Agreement, Right of Entry and Right-of-Way for donated Rights-of-Way with the Erickson Lumber Company dated May 27, 1980 and recorded June 3, 1980 as Document No. 80-15103 as described in the attached Deed Document for the Termination and Release of Agreement.
2. Declares that from and after the date that this Resolution is recorded, the subject Agreement no longer constitutes a legal encumbrance.
3. Directs the Clerk of the Board of Supervisors to record the Resolution of Summary Vacation.
4. Directs the Clerk of the Board of Supervisors to record the Termination and Release of Agreement Deed document.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of August, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.
Noes: None.
Absent: None.
Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

9/2/2021 cc:

DPW*
AC* (Release)

8/10/2021 cc:

DPW*
AC* (Hold)

RECORDING REQUESTED BY:

&

RETURN TO:

Board of Supervisors
County of Nevada
950 Maidu Avenue, Suite 200
Nevada City CA 95959-8617

COPY

Nevada County Recorder

Gregory J. Diaz

Document#: 20210029228

Thursday September 02 2021, at 02:16:03 PM

Paid: \$0.00 CM

DOCUMENT TITLE

NEVADA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 21-353

TERMINATION AND RELEASE OF AN OLD 1980 AGREEMENT, RIGHT OF ENTRY
AND RIGHT-OF-WAY FOR DONATED RIGHTS-OF-WAY AS RECORDED ON JUNE
3, 1980 AS DOCUMENT NO. 80-15103, ASSESSOR'S PARCEL NUMBER 005-290-
026. – DISTRICT 1

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

(Govt. Code 27361.6)

Additional Recording Fee Applies



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1. Terminates and Releases the County from the Agreement, Right of Entry and Right-of-Way for donated Rights-of-Way with the Erickson Lumber Company dated May 27, 1980 and recorded June 3, 1980 as Document No. 80-15103 as described in the attached Deed Document for the Termination and Release of Agreement.
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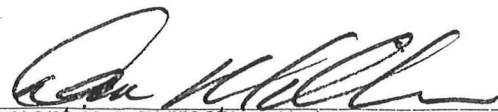
PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of August, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.
Noes: None.
Absent: None.
Abstain: None.

ATTEST:


JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



The foregoing instrument is a correct copy of the original on file in this office.

8/10/2021 cc: DPW*
AC* (Hold)

RES 21-353
ATTEST: 9/2/21
Julie Patterson Hunter, Clerk of the Board
County of Nevada
BY: 

Recording Requested by:
COUNTY OF NEVADA
and when recorded mail to:

Department of Public Works
950 Maidu Avenue Suite 170
P.O. Box 559002
Nevada City, CA 95959

Nevada County Recorder
Gregory J. Diaz
Document#: 20210029229
Thursday September 02 2021, at 02:16:03 PM

Paid: \$0.00 CM

COPY

Recorder's Stamp

TERMINATION AND RELEASE OF AGREEMENT - RIGHT OF ENTRY AND RIGHT OF WAY FOR DONATED RIGHTS OF WAY

This TERMINATION AND RELEASE OF AGREEMENT - RIGHT OF ENTRY AND RIGHT OF WAY FOR DONATED RIGHTS OF WAY (this "**Termination**") by and between Nevada City Cashin's Field, LP, a California limited partnership, as successor in title to Erickson Lumber Company (the "**Owner**") and Nevada County, a political subdivision of the State of California (the "**County**") is entered into as of this 10th day of August, 2021.

WHEREAS, pursuant to that certain Agreement – Right of Entry and Right of Way for Donated Rights of Way (the "**Agreement**") dated May 27, 1980 and recorded with the Recorder's Office of the County of Nevada, California on June 3, 1980 as Instrument No. 80-15103, a right of entry to the land described on Exhibit A (attached hereto and made a part hereof) was granted to the County for the purposes of constructing a County road improvement (the "**Right of Entry**"); and

WHEREAS, further to the Agreement the County was also granted an exclusive option to accept donations of right of way of the land as described on Exhibit B (attached hereto and made a part hereof) for any and all County road purposes (the "**Option to Accept Right of Way**"); and

WHEREAS, the Owner and the County mutually desire to terminate the Right of Entry and the Option to Accept Right of Way as described on Exhibit A and Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the County agree as follows:

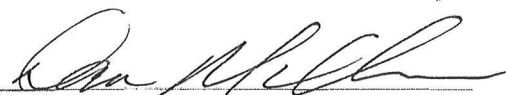
1. The Right of Entry is hereby terminated and no longer effective with respect to the land described on Exhibit A.
2. The Option to Accept Right of Way is hereby terminated and no longer effective with respect to the land described on Exhibit B.

3. The Agreement is hereby terminated, and both the Owner and the County are hereby released from any and all obligations thereunder.
4. This Termination may be executed in counterparts and all such counterparts shall constitute one single Termination.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

WITNESS THE EXECUTION HEREOF, this the 2 day of September, 2021.

NEVADA COUNTY, a political subdivision of the State of California

By: 
Dan Miller

Its: Chair, Board of Supervisors

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)
) ss.
COUNTY OF NEVADA)

On September 2, 2021 2021, before me, Mechelle Morgan, Notary Public, personally appeared Dan Miller, 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: 
Notary Public Name Printed Legibly



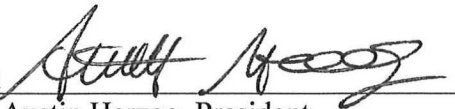
(affix notary seal in above open space)

IN WITNESS WHEREOF, this Termination shall be effective as of the day and year first above written.

NEVADA CITY CASHIN'S FIELD, LP,
a California limited partnership

By: Nevada City Cashin's Field, LLC,
a California limited liability company
Its: Administrative General Partner

By: Central California Housing Corporation,
a California corporation
Its: Member/Manager

By: 
Austin Herzog, President

By: Cashin's Field-BBP, LLC,
a California limited liability company
Its: Managing General Partner

By: Building Better Partnerships, Inc.,
a California nonprofit public benefit
corporation
Its: Sole Member

By: _____
Gustavo Becerra, President

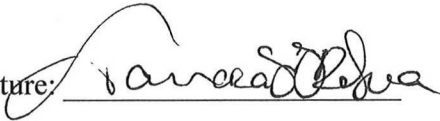
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF FRESNO)

On August 19, 2021, 2021, before me, Tamaralynn Deluca, Notary Public, personally appeared Austin Herzog, 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.

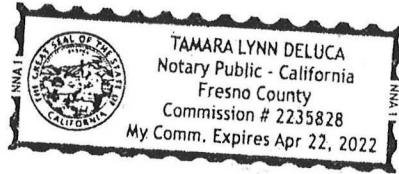
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

Notary Public Name Printed Legibly

Tamaralynn Deluca



(affix notary seal in above open space)

IN WITNESS WHEREOF, this Termination shall be effective as of the day and year first above written.

NEVADA CITY CASHIN'S FIELD, LP,
a California limited partnership

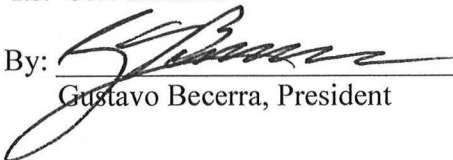
By: Nevada City Cashin's Field, LLC,
a California limited liability company
Its: Administrative General Partner

By: Central California Housing Corporation,
a California corporation
Its: Member/Manager

By: _____
Austin Herzog, President

By: Cashin's Field-BBP, LLC,
a California limited liability company
Its: Managing General Partner

By: Building Better Partnerships, Inc.,
a California nonprofit public benefit
corporation
Its: Sole Member

By:  _____
Gustavo Becerra, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

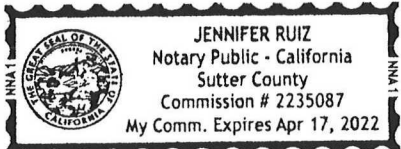
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Sutter

On August 19, 2021 before me, Jennifer Ruiz, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Gustavo Becerra
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this 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: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION OF RIGHT OF ENTRY

ALL that land described by Deed in Book No. 461, Page 317, Official Records, Nevada County, State of California.

EXHIBIT B

LEGAL DESCRIPTION OF OPTION TO ACCEPT RIGHT OF WAY

PORTIONS of that certain real property in Nevada County, State of California, bounded and described as follows, to wit:

All that portions of real property, located in Nevada County, State of California, being a portion of that real property described in Book 461, Page 317, Official Records, Nevada County, which lies within the area between the tops of the cut slopes and/or the toes of the fill slopes of the heretofore stated County roadway improvement.