

# Attachment D

Assessor Parcel #	Owner	Site Address	Project
119-152-021	Jorge Montañez, Trustee of the Jorge Montañez Trust	32 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

### PURCHASE AGREEMENT

This Purchase and Sale Agreement (“AGREEMENT”) is made and entered into as of 3-14-2024 (“Effective Date”) by Jorge Montañez, Trustee of the Jorge Montañez Trust, (“GRANTOR”) and the County of Monterey, a political subdivision of the State of California (“GRANTEE”), collectively referred as the “PARTIES”.

A Temporary Construction Easement (TCE) Deed in favor of GRANTEE identified as “Exhibit A” and “Exhibit B”, is attached hereto and made a part hereof.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The PARTIES have herein set forth the whole of the AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration for said document 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.
  - (B) GRANTEE requires said property described in the attached TCE Deed, for the construction of bike lanes, sidewalks and a retaining wall within the existing Las Lomas Drive right-of-way between the intersections of Hall Road and Thomas Road, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the property.
  - (C) Both GRANTOR and GRANTEE recognize the expense, time, effort, and risk to both PARTIES in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
  - (D) The PARTIES to this AGREEMENT shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
  - (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this AGREEMENT.
2. GRANTEE shall:
    - (A) Pay the undersigned GRANTOR the sum of \$9,500 (NINE THOUSAND FIVE HUNDRED DOLLARS) for the property or interest conveyed by the above.
    - (B) Shall take title subject to all matters recorded and/or unrecorded.

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119-152-021	Jorge Montañez, Trustee of the Jorge Montañez Trust	32 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

(C) Handle transaction through an internal escrow.

These obligations shall survive the close of escrow in this transaction.

(D) At no expense to GRANTOR and at the time of construction, GRANTEE shall repair or replace "in like kind" any onsite improvements located within the TCE area. If disturbed by project construction; remove existing fencing and install chain-link fencing along the top of the retaining wall; and re-contour/restore the shared access road and driveway.

3. Permission is hereby granted to GRANTEE or its authorized agent to enter on GRANTOR's land, where necessary, to complete work as described in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in this AGREEMENT said facilities will be considered as GRANTOR's sole property and GRANTOR will be responsible for any maintenance and repair.
4. It is understood and agreed by and between the PARTIES hereto that if the redwood fence is damaged by construction, it will be replaced in-like kind by Construction Contract Work. If the fence is not damaged by construction, then the GRANTEE will not replace it. The sheds located in the TCE area will be protected in place and will not be impacted by the project.
5. In consideration of GRANTEE waiving the defects and imperfections in all matters of record title, the undersigned GRANTOR covenants and agrees to indemnify and hold the GRANTEE harmless from any and all claims that other parties may make or assert on the title to the premises. The GRANTOR's obligation herein to indemnify the GRANTEE shall not exceed the amount paid to the GRANTOR under this contract.
6. A TCE is needed to facilitate construction activities and provide a working area for the Las Lomas Drive Bicycle Lane and Pedestrian Project. Said easement shall be for a period of two (2) years beginning on March 1, 2024, and terminate on February 28, 2026, for the construction of bike lanes, sidewalks and a retaining wall within the Las Lomas Drive existing right-of-way between the intersections of Hall Road and Thomas Road. Permission is hereby granted to the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within that certain area identified as a TCE for the purpose described.

It is further agreed and understood between GRANTOR's and GRANTEE that GRANTEE or GRANTEE's contractor shall be authorized to enter GRANTOR's remainder property for the purpose of described in 2(D), removing and/or replacing any driveway improvements requiring replacement if applicable. Said improvements will be replaced "in like kind" by GRANTEE's contractor at no expense to GRANTOR's following construction of the project.

7. Permission is hereby granted the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within the certain area shown outlined on the map marked Exhibit "A attached hereto and made a part hereof, for the purpose of the Las Lomas Drive Bicycle Lane and Pedestrian Project.

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119-152-021	Jorge Montañez, Trustee of the Jorge Montañez Trust	32 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

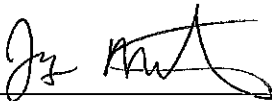
8. The undersigned GRANTORS warrant that they are owners in fee simple of the property affected by this Temporary Easement as described in Clause 6 above and that they have the exclusive right to grant this TCE.
9. GRANTEE agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of the GRANTEE's operations under this AGREEMENT. The GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of its operations under this AGREEMENT and the GRANTEE will, at its option, either repair or pay for such damage.
10. It is agreed and confirmed by the PARTIES hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the GRANTEE, including the right to remove and dispose of improvements, shall commence upon acceptance of this AGREEMENT. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
11. All work done under this AGREEMENT shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good as condition as found.
12. It is agreed and confirmed by the PARTIES hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by GRANTEE including the right to remove and dispose of improvements, shall commence on acceptance of this contract. by GRANTEE. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
13. It is understood and agreed by and between the PARTIES hereto that this AGREEMENT inures to the benefit of, and is binding on, the PARTIES, their respective heirs, personal representatives, successors, and or assignees.

*Signature Page to Follow*

Assessor Parcel #	Owner	Site Address	Project
119-152-021	Jorge Montañez, Trustee of the Jorge Montañez Trust	32 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

*In Witness Whereof*, the PARTIES vested have executed this AGREEMENT on 3-14-2024 as follows:

GRANTOR: Jorge Montañez, Trustee of the Jorge Montañez Trust

By:   
Jorge Montañez, Trustee

GRANTEE: County of Monterey, a political subdivision of the State of California

**Approved as to Form**

By: \_\_\_\_\_  
Randell Ishii, Director of Public Works,  
Facilities and Parks

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_

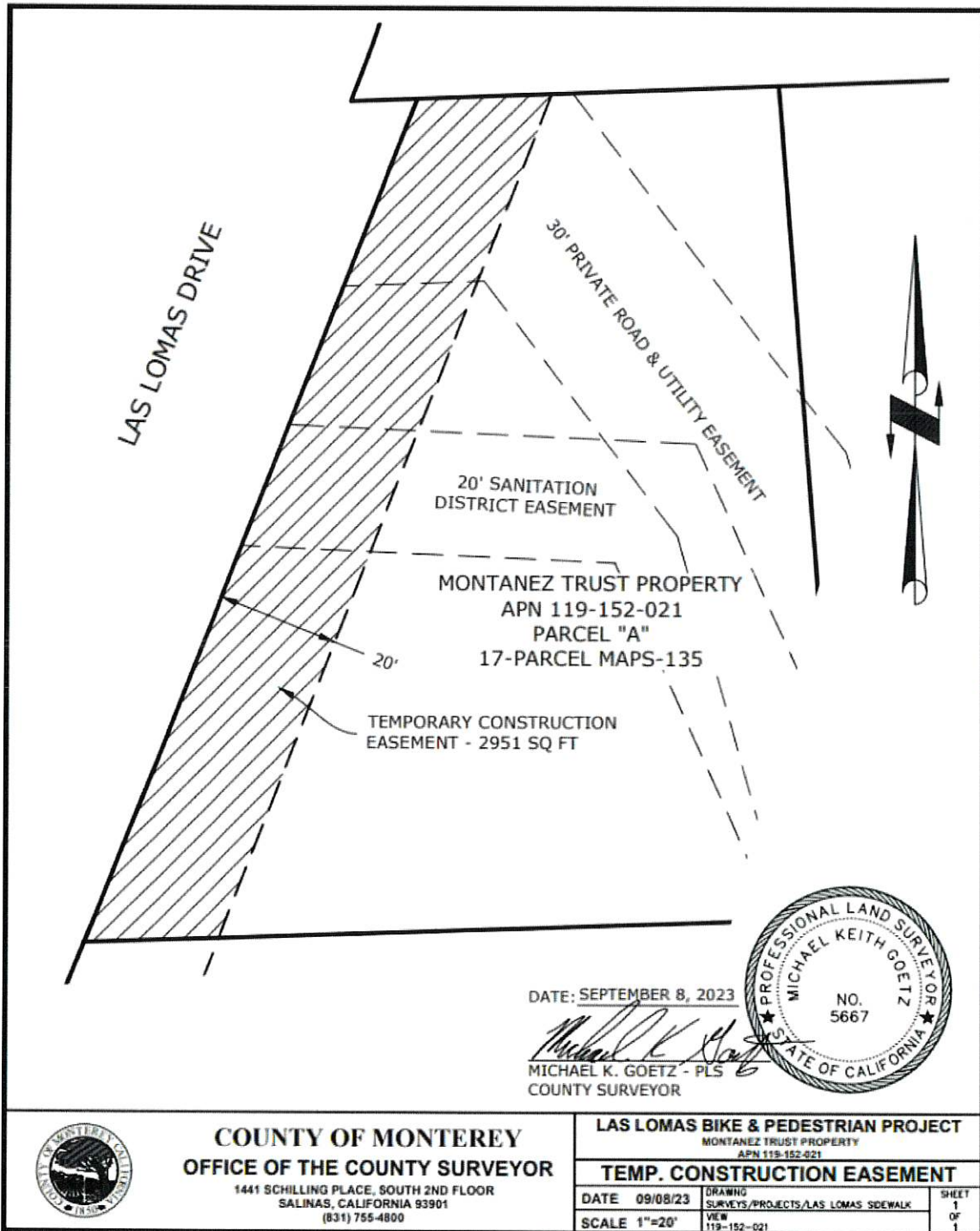
Assessor Parcel #	Owner	Site Address	Project
119-152-021	Jorge Montañez, Trustee of the Jorge Montañez Trust	32 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

Exhibit "A"

Pending Legal Description

Assessor Parcel #	Owner	Site Address	Project
119-152-021	Jorge Montañez, Trustee of the Jorge Montañez Trust	32 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

Exhibit "B"



**COUNTY OF MONTEREY**  
**OFFICE OF THE COUNTY SURVEYOR**  
 1441 SCHILLING PLACE, SOUTH 2ND FLOOR  
 SALINAS, CALIFORNIA 93901  
 (831) 755-4800

**LAS LOMAS BIKE & PEDESTRIAN PROJECT**  
 MONTANEZ TRUST PROPERTY  
 APN 119-152-021

**TEMP. CONSTRUCTION EASEMENT**

DATE	09/08/23	DRAWING	SURVEYS/PROJECTS/LAS LOMAS SDEWALK	SHEET	1
SCALE	1"=20'	VIEW	119-152-021	OF	1

Assessor Parcel #	Owner	Site Address	Project
119-152-019	Cesar R. Anguiano, a married man as his sole and separate proper ty	12 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

**PURCHASE AGREEMENT**

This Purchase and Sale Agreement (“AGREEMENT”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by Cesar R. Anguiano, a married man as his sole and separate property, (“GRANTOR”) and the County of Monterey, a political subdivision of the State of California (“GRANTEE”), collectively referred as the “PARTIES”.

A Temporary Construction Easement (TCE) Deed in favor of GRANTEE identified as “Exhibit A” and “Exhibit B”, is attached hereto and made a part hereof.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The PARTIES have herein set forth the whole of the AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration for said document 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.
  - (B) GRANTEE requires said property described in the attached TCE Deed, for the construction of bike lanes, sidewalks and a retaining wall within the existing Las Lomas Drive right-of-way between the intersections of Hall Road and Thomas Road, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the property.
  - (C) Both GRANTOR and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
  - (D) The parties to this AGREEMENT shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
  - (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this AGREEMENT.
2. GRANTEE shall:
    - (A) Pay the undersigned GRANTOR the sum of \$5,400 (FIVE THOUSAND FOUR HUNDRED DOLLARS) for the property or interest conveyed by the above.
    - (B) Shall take title subject to all matters recorded and/or unrecorded.



Assessor Parcel #	Owner	Site Address	Project
119-152-019	Cesar R. Anguiano, a married man as his sole and separate proper ty	12 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

(C) This transaction will be handled through an internal escrow.

These obligations shall survive the close of escrow in this transaction.

- (D) At no expense to GRANTOR and at the time of construction, GRANTEE shall repair or replace “in like kind” any onsite improvements located within the TCE area. If disturbed by the project construction, remove existing fence and re-install 6’ high chain-link fencing along the top of the retaining wall, re-contour/restore the impacted portion of the driveway.
3. Permission is hereby granted to GRANTEE or its authorized agent to enter on GRANTOR’s land, where necessary, to complete work as described in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in this AGREEMENT said facilities will be considered as GRANTOR’s sole property and GRANTOR will be responsible for any maintenance and repair.
  4. In consideration of GRANTEE waiving the defects and imperfections in all matters of record title, the undersigned GRANTOR covenants and agrees to indemnify and hold the GRANTEE harmless from any and all claims that other parties may make or assert on the title to the premises. The GRANTOR’s obligation herein to indemnify the GRANTEE shall not exceed the amount paid to the GRANTOR under this contract.
  5. A TCE is needed to facilitate construction activities and provide a working area for the Las Lomas Drive Bicycle Lane and Pedestrian Project. Said easement shall be for a period of two (2) years beginning on March 1, 2024, and terminate on February 28, 2026, for the construction of bike lanes, sidewalks and a retaining wall within the Las Lomas Drive existing right-of-way between the intersections of Hall Road and Thomas Road. Permission is hereby granted to the GRANTEE or its authorized agent to enter upon GRANTOR’s land where necessary within that certain area identified as a TCE for the purpose described.

It is further agreed and understood between GRANTOR’s and GRANTEE that GRANTEE or GRANTEE’s contractor shall be authorized to enter GRANTOR’s remainder property for the purpose of described in 2(D), removing and/or replacing any driveway improvements requiring replacement if applicable. Said improvements will be replaced in “Like Kind” by GRANTEE’s contractor at no expense to GRANTOR’s following construction of the project.

6. Permission is hereby granted the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within the certain area shown outlined on the map marked Exhibit "A attached hereto and made a part hereof, for the purpose of the Las Lomas Drive Bicycle Lane and Pedestrian Project.
7. The undersigned GRANTORS warrant that they are owners in fee simple of the property affected by this TCE as described in Clause 5 above and that they have the exclusive right to grant this TCE.

Assessor Parcel #	Owner	Site Address	Project
119-152-019	Cesar R. Anguiano, a married man as his sole and separate proper ty	12 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

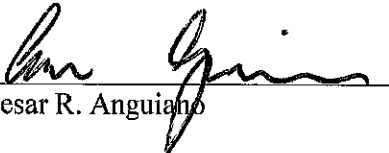
8. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a Quitclaim Deed will be required from any Lessee that has a lease term exceeding one month. Said Quitclaim Deed shall be provided prior to the close of escrow.
9. GRANTEE agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of the GRANTEE's operations under this AGREEMENT. The GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of its operations under this AGREEMENT and the GRANTEE will, at its option, either repair or pay for such damage.
10. It is agreed and confirmed by the PARTIES hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the GRANTEE, including the right to remove and dispose of improvements, shall commence upon acceptance of this AGREEMENT. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
11. All work done under this AGREEMENT shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good as condition as found.
12. It is agreed and confirmed by the PARTIES hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by GRANTEE including the right to remove and dispose of improvements, shall commence on acceptance of this contract. by GRANTEE. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
13. It is understood and agreed by and between the PARTIES hereto that this AGREEMENT inures to the benefit of, and is binding on, the PARTIES, their respective heirs, personal representatives, successors, and or assignees.

*Signature Page to Follow*

Assessor Parcel #	Owner	Site Address	Project
119-152-019	Cesar R. Anguiano, a married man as his sole and separate proper ty	12 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

*In Witness Whereof*, the PARTIES vested have executed this AGREEMENT on \_\_\_\_\_ as follows:

GRANTOR: Cesar R. Anguiano, a married man as his sole and separate property

By:   
Cesar R. Anguiano

GRANTEE: County of Monterey, a political subdivision of the State of California

**Approved as to Form**

By: \_\_\_\_\_  
Randell Ishii, Director of Public Works,  
Facilities and Parks

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_

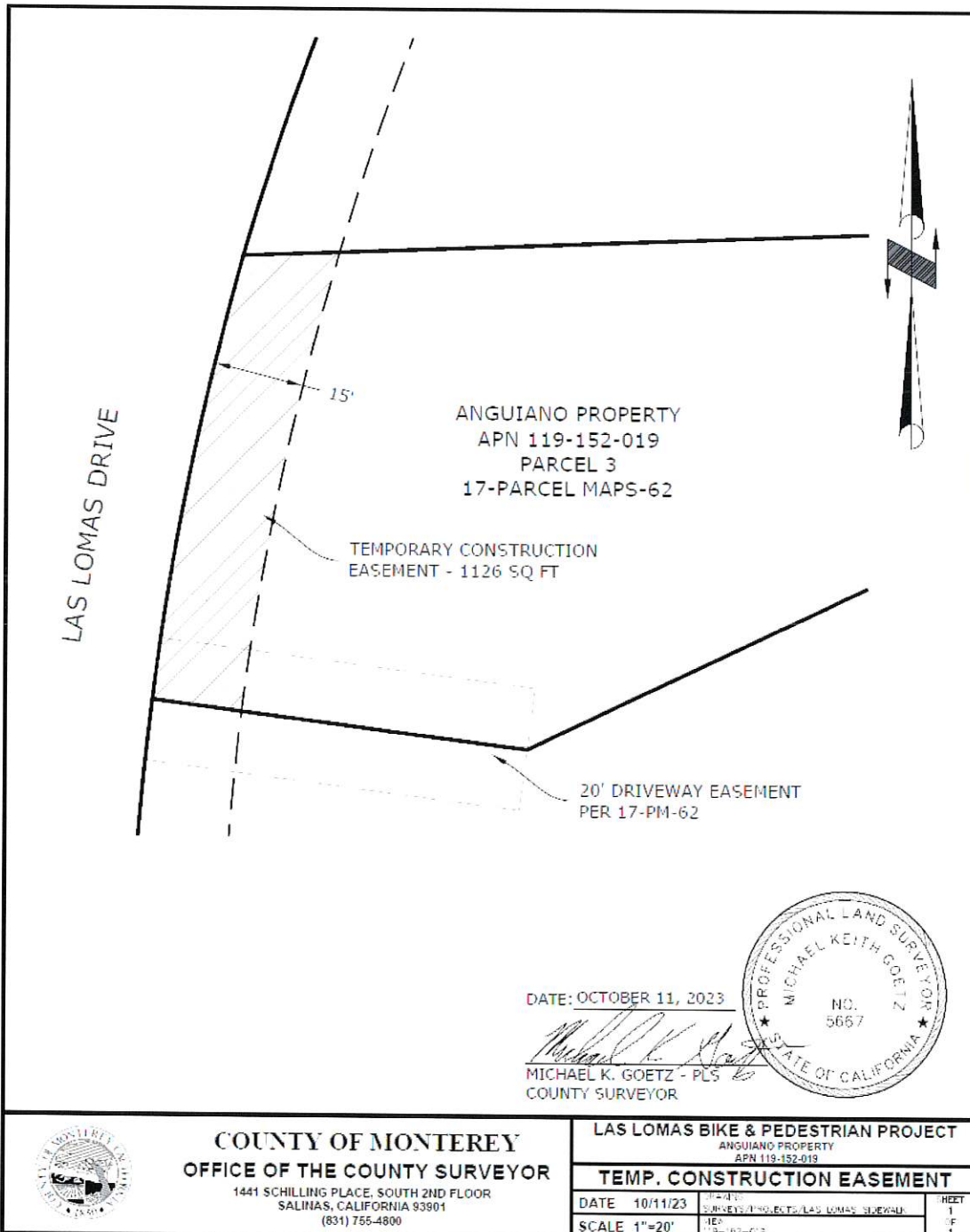
Assessor Parcel #	Owner	Site Address	Project
119-152-019	Cesar R. Anguiano, a married man as his sole and separate property	12 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

Exhibit "A"

Pending Legal Description

Assessor Parcel #	Owner	Site Address	Project
119-152-019	Cesar R. Anguiano, a married man as his sole and separate property	12 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

Exhibit "B"



**COUNTY OF MONTEREY**  
**OFFICE OF THE COUNTY SURVEYOR**

1441 SCHILLING PLACE, SOUTH 2ND FLOOR  
 SALINAS, CALIFORNIA 93901  
 (831) 755-4800

**LAS LOMAS BIKE & PEDESTRIAN PROJECT**  
 ANGUIANO PROPERTY  
 APN 119-152-019

**TEMP. CONSTRUCTION EASEMENT**

DATE	10/11/23	DRAWN BY	MICHAEL K. GOETZ	SHEET	1
SCALE	1"=20'	CHECKED BY	MICHAEL K. GOETZ	OF	1

Assessor Parcel #	Owner	Site Address	Project
119-152-018	Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants	10 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

### PURCHASE AGREEMENT

This Purchase and Sale Agreement (“AGREEMENT”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants, (“GRANTOR”) and the County of Monterey, a political subdivision of the State of California (“GRANTEE”), collectively referred as the “PARTIES”.

A Temporary Construction Easement (TCE) Deed in favor of GRANTEE identified as “Exhibit A” and “Exhibit B”, is attached hereto and made a part hereof.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The PARTIES have herein set forth the whole of the AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration for said document 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.
  - (B) GRANTEE requires said property described in the attached TCE Deed, for the construction of bike lanes, sidewalks and a retaining wall within the existing Las Lomas Drive right-of-way between the intersections of Hall Road and Thomas Road, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the property.
  - (C) Both GRANTOR and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
  - (D) The PARTIES to this AGREEMENT shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
  - (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this AGREEMENT.
2. GRANTEE shall:
    - (A) Pay the undersigned GRANTOR the sum of \$4,900 (FOUR THOUSAND NINE HUNDRED DOLLARS) for the property or interest conveyed by the above.
    - (B) Take title subject to all matters recorded and/or unrecorded.

Assessor Parcel #	Owner	Site Address	Project
119-152-018	Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants	10 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

(C) Handle transaction through an internal escrow.

These obligations shall survive the close of escrow in this transaction.

- (D) Repair or replace "in like kind" any onsite improvements located within the TCE area at no expense to GRANTORS and at the time of construction. If disturbed by project construction, remove existing fencing and re-install 6' high chain-link fencing along the top of the retaining wall, re-contour/restore the impacted portion of the driveway; and relocate the mailbox and replace the retaining wall that is currently within the existing right of way.
3. Permission is hereby granted to GRANTEE or its authorized agent to enter on GRANTOR's land, where necessary, to complete work as described in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in this AGREEMENT said facilities will be considered as GRANTOR's sole property and GRANTOR will be responsible for any maintenance and repair.
  4. In consideration of GRANTEE waiving the defects and imperfections in all matters of record title, the undersigned GRANTOR covenants and agrees to indemnify and hold the GRANTEE harmless from any and all claims that other parties may make or assert on the title to the premises. The GRANTOR's obligation herein to indemnify the GRANTEE shall not exceed the amount paid to the GRANTOR under this contract.
  5. A TCE is needed to facilitate construction activities and provide a working area for the Las Lomas Drive Bicycle Lane and Pedestrian Project. Said easement shall be for a period of two (2) years beginning on February 1, 2024, and terminating on January 31, 2026, for the construction of bike lanes, sidewalks and a retaining wall within the Las Lomas Drive existing right-of-way between the intersections of Hall Road and Thomas Road. Permission is hereby granted to the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within that certain area identified as a TCE for the purpose described.

It is further agreed and understood between GRANTOR and GRANTEE that GRANTEE or GRANTEE's contractor shall be authorized to enter GRANTOR's remainder property for the purpose of described in 2(D), removing and/or replacing any driveway improvements requiring replacement if applicable. Said improvements will be replaced "in like kind" by GRANTEE's contractor at no expense to GRANTOR's following construction of the project.

6. Permission is hereby granted the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within the certain area shown outlined on the map marked Exhibit "A attached hereto and made a part hereof, for the purpose of the Las Lomas Drive Bicycle Lane and Pedestrian Project.
7. The undersigned GRANTOR warrants that they are owners in fee simple of the property affected by this TCE as described in Clause 5 above and that they have the exclusive right to grant this TCE.

Assessor Parcel #	Owner	Site Address	Project
119-152-018	Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants	10 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

8. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a Quitclaim Deed will be required from any Lessee that has a lease term exceeding one month. Said Quitclaim Deed shall be provided prior to the close of escrow.
9. GRANTEE agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of the GRANTEE's operations under this AGREEMENT. The GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of its operations under this AGREEMENT and the GRANTEE will, at its option, either repair or pay for such damage.
10. It is agreed and confirmed by the PARTIES hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the GRANTEE, including the right to remove and dispose of improvements, shall commence upon acceptance of this AGREEMENT. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
11. All work done under this AGREEMENT shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good as condition as found.
12. It is agreed and confirmed by the PARTIES hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by GRANTEE including the right to remove and dispose of improvements, shall commence on acceptance of this contract. by GRANTEE. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
13. It is understood and agreed by and between the PARTIES hereto that this AGREEMENT inures to the benefit of, and is binding on, the PARTIES, their respective heirs, personal representatives, successors, and or assignees.

*Signature Page to Follow*



Assessor Parcel #	Owner	Site Address	Project
119-152-018	Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants	10 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

In Witness Whereof, the PARTIES vested have executed this AGREEMENT on Feb 06, 2024 as follows:

GRANTOR: Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants

By: Hugo Vences  
Hugo Vences

By: Maria G. Vences  
Maria G. Vences

GRANTEE: County of Monterey, a political subdivision of the State of California

**Approved as to Form**

By: \_\_\_\_\_  
Randell Ishii, Director of Public Works,  
Facilities and Parks

By: \_\_\_\_\_  
Mary Grace Perry,  
Deputy County Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_

Assessor Parcel #	Owner	Site Address	Project
119-152-018	Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants	10 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

Exhibit "A"

Pending Legal Description

Assessor Parcel #	Owner	Site Address	Project
119-152-018	Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants	10 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

Exhibit "B"

