

Project: Davis Road Bridge Project
Grantor: The Bluffs Homeowners Association
Parcel No.: 203-061-001

AGREEMENT FOR PURCHASE OF REAL PROPERTY

This Agreement for Purchase of Real Property is between the County of Monterey, a political subdivision of the State of California (GRANTEE), and The Bluffs Homeowners Association, an unincorporated association (collectively, GRANTOR).

The parties hereby agree as follows:

1. PROPERTY:

GRANTOR agrees to sell and GRANTEE agrees to purchase certain land described in Exhibits "A", "B", "C" and "D" (attached and incorporated by this reference) being a portion of property in Monterey County located along the southwest side of Reservation Road at the termination of South Davis Road, Salinas, California, further identified as APN 203-061-001 for use by GRANTEE on the Davis Road Bridge Project (the Project Property). GRANTOR agrees to grant Permanent Roadway Easements and Temporary Construction Easements (TCE) on the terms and conditions set forth in this Agreement. The form of the Permanent Easement Deed is as depicted in Exhibits "A" and "B".

2. DELIVERY OF DOCUMENTS:

Concurrently with the execution of this Agreement, the Permanent Easement Deed shall be executed and delivered by GRANTOR to Steve Harris, Project Manager for Overland, Pacific & Cutler, LLC, acting for the GRANTEE for the purpose of placing the Permanent Easement Deed into escrow. Prior to placing the Permanent Easement into escrow, the purchase of the Project Property must be approved by the Monterey County Board of Supervisors. The Permanent Easement Deed shall not be delivered in the manner described solely for the convenience of the parties. GRANTEE shall not be deemed to have accepted delivery of the Permanent Easement Deed until such time as the Permanent Easement Deed is recorded in the Official Records of Monterey County, California in accordance with written escrow instructions delivered to escrow by GRANTEE and GRANTOR. The Temporary Construction Easement Deed will not be recorded.

This transaction shall be handled through an escrow with Chicago Title Company, 50 Winham Street, Salinas, California 93901. Within five (5) days after this Agreement is executed by GRANTEE and GRANTOR, GRANTOR shall complete, execute and deliver to Escrow Holder (i) an affidavit executed by GRANTOR certifying that GRANTOR is not "foreign persons" within the meaning of Internal Revenue Code Section 1445(f)(3), and meeting the requirements of Internal Revenue Code Section 1445(b)(2), (ii) an original Withholding Exemption Certificate (California Form 590 or 590-RE, as applicable), fully executed by Grantor as required by the California Taxation

and Revenue Code, certifying that GRANTOR is not subject to tax withholding under applicable California law, and (iii) register as a new vendor at the Monterey County web site: <http://www.in.co.monterey.ca.us/cao/vendorinfo.htm>.

3. PURCHASE PRICE AND TITLE:

The purchase price for the Permanent Easements and Temporary Construction Easements are TWENTY THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$20,700.00). GRANTEE shall deliver the purchase price into escrow promptly after delivery of the Permanent Roadway Easement Deed and Temporary Construction Easements are into escrow. GRANTOR shall, by Grant of Easement, grant to GRANTEE the Project Property, free and clear of tax liens that would render the Easements unsuitable for their intended purposes.

Escrow agent shall deliver the purchase price to GRANTOR, less GRANTOR'S share of prorated taxes, if any, and any amounts necessary to place title in the condition required by this Agreement, when title to the Project Property vests in GRANTEE free and clear of all tax liens. Good, marketable title to the Permanent Easements, subject to the Permitted Exceptions (Monterey County will take title subject to all exceptions other than tax liens) showing the Permanent Easement interests to the Permanent Easements vested in Grantee, subject only to the Permitted Exceptions. GRANTEE shall pay all costs of escrow and recording fees incurred in this transaction.

The parties to this contract 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.

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 contract.

4. PERMANENT EASEMENT:

Permission is hereby granted to the GRANTEE and its authorized agents and contractors to enter on GRANTOR'S land, within the Permanent Roadway Easement areas described in the document delivered herewith, for rights of way for the purpose of road improvements and bridge construction.

5. TEMPORARY CONSTRUCTION EASEMENT:

Temporary Construction Easements (TCEs) are needed for the purpose of: providing access for construction. Said temporary easements shall be for a period of thirty-six (36)

months from the date of the close of escrow as documented by Chicago Title Company. Permission is hereby granted to GRANTEE or its authorized agent to enter upon GRANTOR'S land where necessary within those certain areas identified as Temporary Construction Easements (TCEs) for the purpose described above.

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 removing and/or replacing any improvements noted in the appraisal of the property requiring replacement if applicable. Said improvements will be temporarily replaced during the period of construction to retain the nature of the property and will be replaced in "Like Kind" by GRANTEE'S contractor at no expense to GRANTOR following construction of the project.

6. PRORATION OF TAXES:

GRANTOR authorizes GRANTEE to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon which are to be cleared from the title to the Project Property.

7. WARRANTY OF STATUS OF TITLE:

As a covenant that will survive the close of escrow, GRANTOR warrants that GRANTOR is the sole owner of the Property, free and clear of all liens, claims, encumbrances, easements, encroachments by improvements on the Project Property, or rights of way of any sort except those accepted by GRANTEE in writing (see Escrow Instructions controlling this transaction).

8. EASEMENTS WARRANTY:

GRANTOR warrants to GRANTEE that the title conveyed to GRANTEE will not be encumbered by any easements, licenses, or other rights not disclosed by the public record.

9. LEASE WARRANTY:

GRANTOR warrants that there are no oral or written leases on any portion of the Project Property and GRANTEE further agrees to hold harmless and reimburse GRANTEE for any and all losses or expenses resulting or arising from any lease on the Project Property.

10. POSSESSION:

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the Project Property by GRANTEE, and/or its designees or assignees including the right to remove and dispose of

improvements shall commence on deposit of funds into escrow as documented by Chicago Title Company and that the amount shown in Clause 3 herein includes, but is not limited to, full payment for such possession and use, including interest and damages, if any, from said date.

11. IMPROVEMENTS:

Except as may be otherwise provided herein, the purchase price for the Project Property includes compensation for any and all improvements situated within the Permanent

Easement areas (Project Property) as described in the appraisal of the Project Property.

12. WARRANTY AGAINST MATERIAL DEFECTS:

GRANTOR has no knowledge, actual or constructive, of any material defects in the Project Property.

13. HAZARDOUS WASTE MATERIAL:

GRANTOR hereby represents and warrants that during the period of GRANTOR'S ownership of the Project Property, there have been no disposals, releases or threatened releases of hazardous substances on, from, or under the Project Property. GRANTOR further represents and warrants that GRANTOR has no knowledge of any disposal, release, or threatened release of hazardous substances, on, from, or under the Project Property which may have occurred prior to GRANTOR'S taking title to the Project Property.

The acquisition price of the Project Property being acquired in this transaction reflects the fair market value of the Project Property without the presence of contamination. If the Project Property being acquired is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, the GRANTEE reserves the right to recover its clean-up costs from those who caused or contributed to the contamination or from the GRANTOR.

GRANTOR shall indemnify, defend with counsel acceptable to GRANTEE and hold harmless GRANTEE and GRANTEE'S officers, representatives, agents, and employees from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising in conjunction with or as a result of GRANTOR'S breach of any of its representations or warranties set forth in this Section 13, which representations and warranties shall survive close of escrow and recordation of the Permanent Easement Deed.

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As used in this Agreement the term "hazardous substances" means any and all chemicals, substances, wastes or materials which have been or are hereafter determined by any federal, state or local governmental GRANTEE to be capable of posing risk of injury to health or safety, including, without limitation, petroleum, asbestos, polychlorinated biphenyls, radioactive materials and radon gas. GRANTOR'S obligations pursuant to this Section 13 shall survive the close of escrow and recordation of the Permanent Easement Deed.

14. SEVERABILITY:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. PUBLIC PURPOSE:

GRANTEE requires the Project Property for a public use, for the Project, and GRANTEE can acquire the Project Property through the exercise of the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the Project Property. Both GRANTOR and GRANTEE recognize the expense, time, effort and risk to both GRANTOR and GRANTEE in resolving a dispute over compensation for the Project Property by eminent domain litigation; and, the compensation set forth herein is in compromise and settlement, in lieu of such litigation.

17. AUTHORITY AND EXECUTION:

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

18. ENTIRE AGREEMENT:

This Agreement represents the full and complete understanding of the parties with respect to the Project Property and the Project. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives with respect to the Project Property or the Project are revoked and extinguished by this Agreement.

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19. NOTICES:

All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested. Notice shall be considered given when mailed. Notices shall be addressed as shown below for each party.

To Grantors:

The Bluffs Homeowners Association
c/o Access Association Services, Inc.
16264 Church Street, #102
Morgan Hill, CA 95037

To Grantee:

County of Monterey
Randell Ishii
PWWP Director
1441 Schilling Place
Salinas, CA 93901

20. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

(INTENTIONALLY LEFT BLANK)

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**AGREEMENTS FOR PURCHASE OF PROJECT PROPERTY ARE
CONTINGENT UPON THE APPROVAL OF THE COUNTY OF MONTEREY.**

**IN WITNESS WHEREOF, the parties have executed this Agreement the day and
year written below.**

GRANTOR

**THE BLUFFS HOMEOWNERS ASSOCIATION,
an unincorporated association**

By: President Beverly Ranzenberger Date: 5/19/21

Name: Beverly Ranzenberger

Title: President

By: Clifford J Halverson Date: 5/19/21

Name: Clifford J Halverson

Title: Secretary

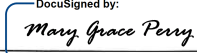
GRANTEE

County of Monterey

By: _____
Randell Ishii
PWFP Director

Date: _____

APPROVED AS TO FORM:
County Council

By:  _____
Mary Grace Perry
Deputy County Counsel

Date: 6/10/2021

EXHIBIT "A"
PERMANENT EASEMENT
Legal Description and Plat Map

That certain real property situated in Monterey City Lands, Tract No. 1, County of Monterey, State of California, and being portions of Parcel "B," of "Tract No. 823, The Bluffs" subdivision, as said parcel and subdivision are shown on that certain map filed for record February 15, 1978 in Volume 13 of Cities and Towns, at Page 71, Records of Monterey County, California, said portions are more particularly described as follows:

Parcel I

Beginning at the most westerly corner of road widening Parcel "A," as said parcel is shown and so designated on said filed map, said point of beginning also being a point on the northerly boundary of said Parcel "B" and on the southerly line of Reservation Road, a County Road of varying width, as said road was conveyed to the County of Monterey from T. R. Merrill, et ux, by deed dated August 28, 1957, and recorded September 11, 1957 in Volume 1815 of Official Records, at Page 445, Records of Monterey County; thence from said Point of Beginning and along said boundary and road line

- 1) S. 52°45'31" E., 71.70 feet (S. 54°46'15" E., map); thence leaving said boundary and road line
- 2) N. 74°31'53" W., 56.06 feet; thence
- 3) N. 58°42'56" W., 126.84 feet; thence tangentially curving
- 4) Westerly along the arc of a circular curve to the left with a radius of 600.00 feet, (the center of which bears S. 31°17'04" W., 600.00 feet distant) through a central angle of 30°12'26" for an arc distance of 316.33 feet to a cusp, being a point on said northerly boundary of Parcel "B" and said southerly line of said Reservation Road; thence leaving said curve and along said boundary and road line and tangentially curving
- 5) Easterly along the arc of a circular curve to the right with a radius of 770.05 feet (770.00 feet, map), (the center of which bears S. 1°04'39" W., 770.05 feet distant) through a central angle of 31°59'08" for an arc distance of 429.88 feet to the Point of Beginning.

CONTAINING an area of 0.121 acres of land, more or less.

Parcel II

Beginning at a point on the northerly boundary of said Parcel "B" from which the most westerly corner of road widening Parcel "A," as said road widening parcel is shown and so designated on the aforesaid filed map, bears N. 52°45'31" W., 215.70 feet distant; thence from said Point of Beginning and along said northerly boundary of Parcel "B"

- 1) S. 52°45'31" E., 59.68 feet (S. 54°46'15" E., map); thence

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- 2) S. 60°54'57" E., 43.10 feet (S. 62°55'45" E., map); thence leaving said northerly boundary
- 3) S. 65°01'24" W., 36.29 feet; thence
- 4) N. 82°12'10" W., 42.49 feet; thence
- 5) N. 69°17'59" W., 33.06 feet; thence
- 6) N. 20°42'01" E., 58.73 feet to the Point of Beginning.

CONTAINING an area of 0.086 acres of land, more or less.

The above bearings and distances are based on the California Coordinate System 1983 Zone IV. To obtain bearings relative to true north, the grid bearings shown must be rotated clockwise approximately 1°36'37". To obtain ground level distances, multiply the distances shown by 1.0000592.

The above described parcel is shown on the plat attached hereto and made a part hereof.



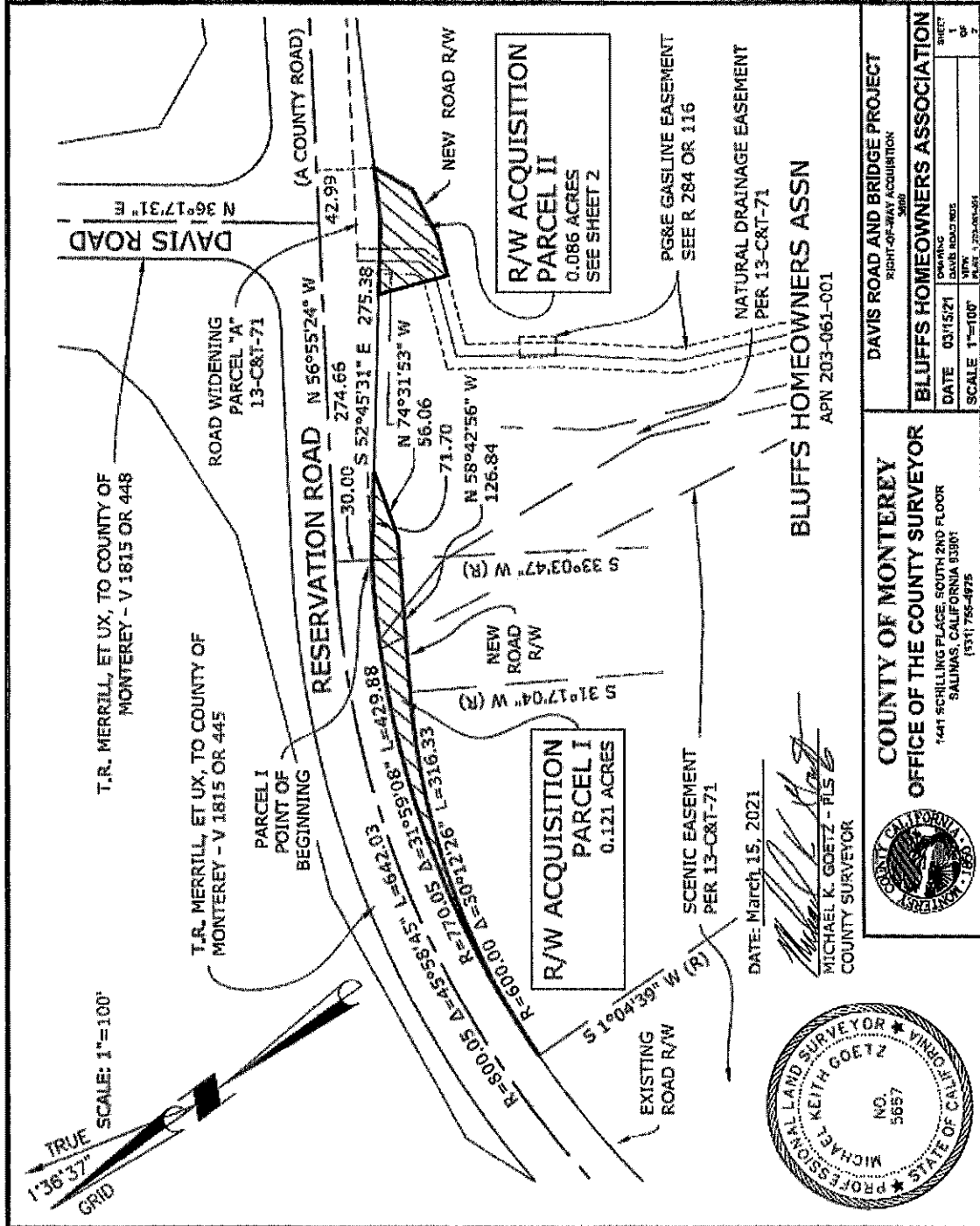
Michael K. Goetz – PLS 5667
County Surveyor
Monterey County, California

March 15, 2021

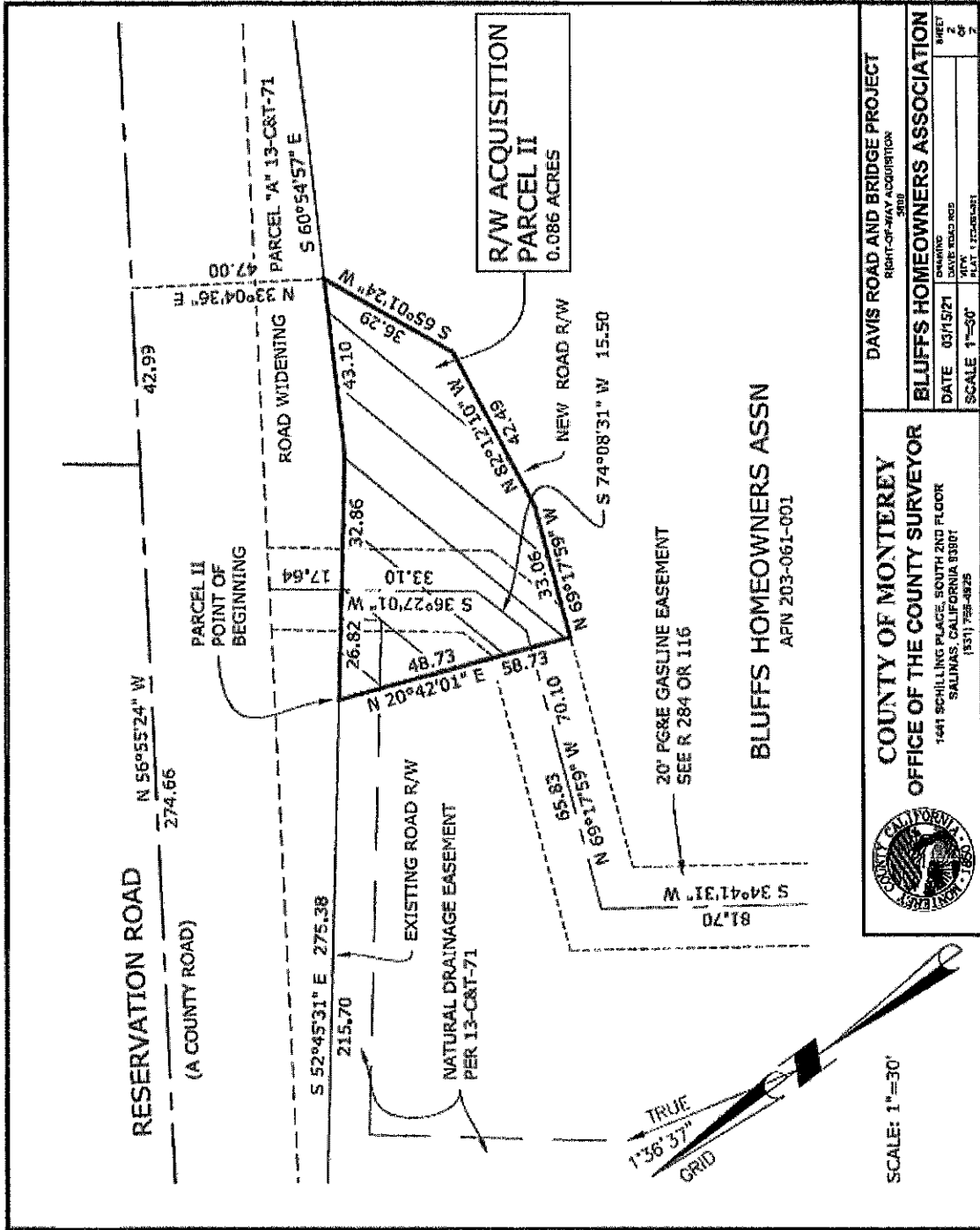


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EXHIBIT "B"



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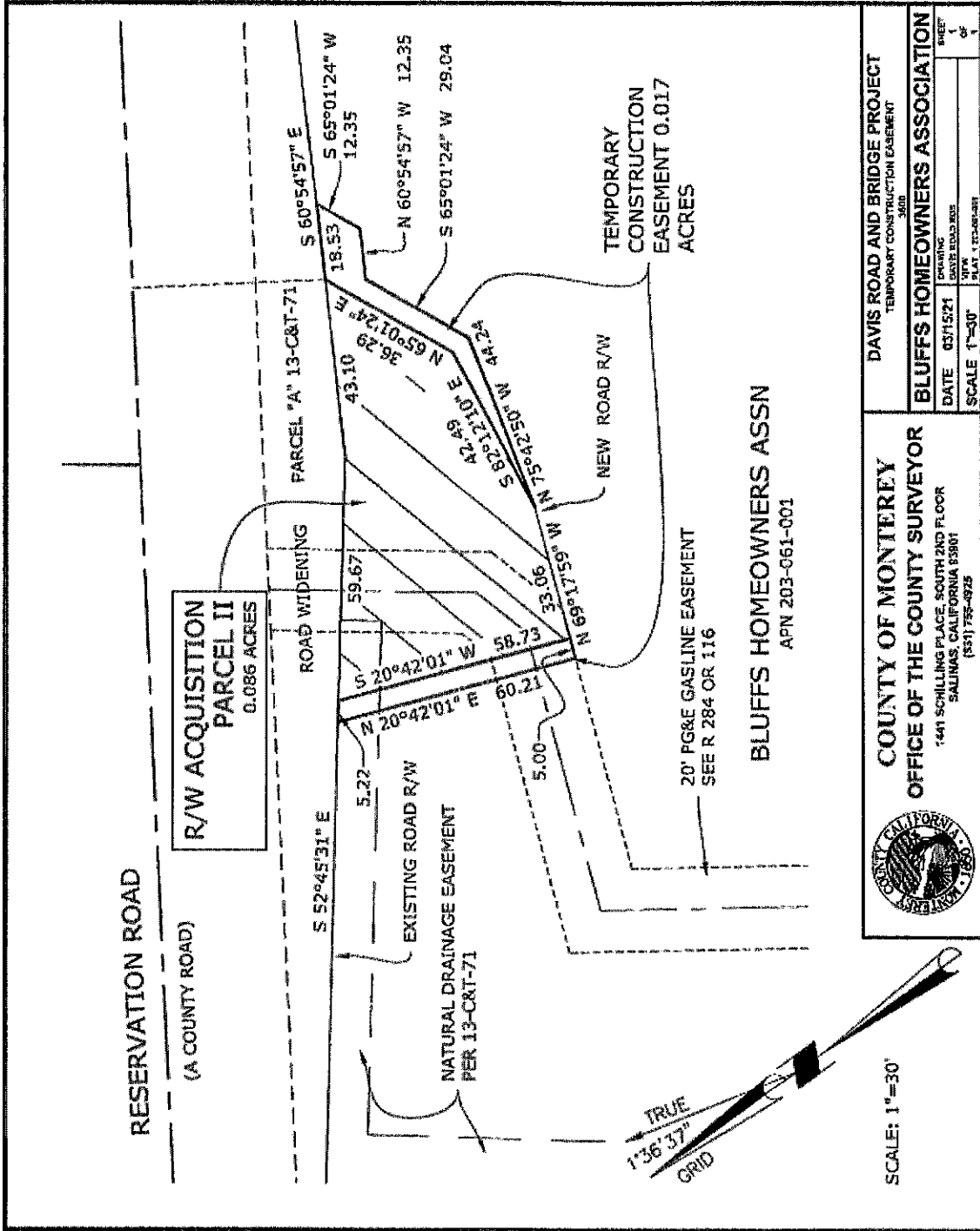


DAVIS ROAD AND BRIDGE PROJECT <small>RIGHT-OF-WAY ACQUISITION</small> <small>2010</small>	
BLUFFS HOMEOWNERS ASSOCIATION	
DRAWING DATE 03/15/21	DAVIS ROAD R/W
SCALE 1"=30'	SHEET 2 OF 2

COUNTY OF MONTEREY OFFICE OF THE COUNTY SURVEYOR 1441 SCHILLING PLACE SOUTH 2ND FLOOR SALINAS, CALIFORNIA 93801 (531) 758-8925	
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EXHIBIT "C"
TEMPORARY CONSTRUCTION EASEMENT



COUNTY OF MONTEREY
OFFICE OF THE COUNTY SURVEYOR
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CALIFORNIA 95901
(831) 752-0925

