

**GRANTOR: VERMEIL
169-131-015**

APN:

PROJECT NAME: ROBINSON CANYON ROAD BRIDGE SCOUR REPAIR PROJECT

**MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

In consideration of the terms and conditions set forth in this Temporary Construction Easement Agreement (this "Agreement") Donald E. Vermeil, Trustee of the Vermeil Living Trust Agreement, as Amended dated November 6, 1978 ("GRANTOR") hereby grants and delivers this Agreement to the County of Monterey ("AGENCY") conveying a Temporary Construction Easement (the "TCE") as set forth herein.

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

1. Entire Agreement

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the TCE and shall relieve AGENCY of all further obligations or claims on this account.

2. Payment

AGENCY shall pay to GRANTOR the sum of SIXTY-FOUR THOUSAND NINE HUNDRED DOLLARS (\$64,900.00) as payment in full for the TCE described below and identified in AGENCY'S Summary of the Basis of Just Compensation delivered separately with this Agreement. Payment shall be made as soon as practicable following AGENCY acceptance of this Agreement and prior to any entry by AGENCY on GRANTOR'S property or the TCE.

3. Temporary Construction Easement

GRANTOR grants to AGENCY a TCE over, across and upon that certain real property as shown on Exhibit "A" (the "TCE Area") attached hereto and made a part hereof, for the use and storage of tools, machinery, materials and equipment by AGENCY, together with the right of ingress and egress from the TCE Area and the right at all times to enter and use the TCE Area and every part thereof for purposes connected with construction of the proposed public improvement. The TCE Period shall be in effect from, April 12, 2021 to April 12, 2023.

- A. As part of the TCE, GRANTOR shall permit and allow AGENCY, its agents and/or contractors to enter upon the TCE Area on GRANTOR'S Property during the TCE Period. At least 48 hours' advance written notice will be given before any entry on the TCE by AGENCY. The TCE becomes valid upon acceptance of this Agreement by AGENCY and payment of the consideration set forth in Clause 2 above.
- B. AGENCY agrees upon completion of any of its works hereunder to restore, as near as possible, the surface of the TCE to the condition in which it was prior to the commencement of the work related to the proposed public improvement.

**GRANTOR: VERMEIL
169-131-015**

APN:

PROJECT NAME: ROBINSON CANYON ROAD BRIDGE SCOUR REPAIR PROJECT

- C. If GRANTOR sells, conveys or assigns any property interest, encumbered by this Agreement prior to AGENCY exercising the rights grant herein, GRANTOR shall notify the successor or assigner of the rights and obligations of both parties as included herein.
- D. The AGENCY does not have an option to extend but can re-appraise and re-acquire any necessary TCE.

4. AGENCY Performed Work

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 AGENCY, shall be left in as good condition as found. AGENCY and GRANTOR will take photos of the project area prior to commencement of construction to serve as a record of the property in the before condition.

AGENCY will install exclusion fencing during use of the TCE area to prohibit pedestrian foot traffic from entering the project area. In addition, the existing water well on the property will be flagged and fenced for protection.

5. Indemnification

AGENCY shall indemnify, defend, and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and costs), arising from or related to AGENCY'S use of the TCE Area and exercise of AGENCY'S rights under this Agreement. The obligations of AGENCY under this clause shall not be applicable to the extent of GRANTOR'S negligence or willful misconduct. Said indemnity shall survive the close of escrow. AGENCY and/or its contractors shall provide proof of liability insurance at a minimum of \$2 million dollars naming GRANTOR as additional insureds as to work on the property by AGENCY, it's contractor's subcontractors, agents, and material suppliers. The certificate of insurance will be endorsed to show that the insurance is primary and non-contributory.

6. Hazardous Materials

The acquisition price of the TCE Area being acquired in this transaction reflects the fair market value of the TCE Area without the presence of contamination. If the TCE Area being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the AGENCY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the AGENCY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the TCE Area, save and except claims, costs or litigation arising through the sole negligence or willful misconduct of the AGENCY, its agents or employees. In the event AGENCY or its contractors encounter any hazardous materials or archeological remnants on the PROPERTY, AGENCY shall immediately cease all operations/activities within the TCE area and immediately notify GRANTOR.

DW

**GRANTOR: VERMEIL
169-131-015**

APN:

PROJECT NAME: ROBINSON CANYON ROAD BRIDGE SCOUR REPAIR PROJECT

Grantor shall then have the option to terminate the TCE and retain all consideration paid by AGENCY.

7. No Leases

GRANTOR warrants that there are no oral or written leases on all or any portion of the TCE Area exceeding a period of one month and GRANTOR further agrees to hold the AGENCY harmless and reimburse the AGENCY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of owner for a period exceeding one month: None.

8. Tenant's Consent

If any lessee/tenant interests are identified in Clause 7 herein, as a condition precedent to approval of this Agreement by the AGENCY, a Tenant's Consent or similar releases acknowledging lessee/tenant's possessory rights and consent for AGENCY'S use of TCE Area will be required. GRANTOR agrees to assist AGENCY in securing said Tenant's Consent or similar releases.

9. Release of Claims

GRANTOR, for itself, its agents, assigns, successors in interest, and any related or affiliated entities, hereby fully releases and discharges AGENCY, its agents, employees, officers, directors, divisions, attorneys, accountants, insurers, successors, and other representatives, and any and all related or affiliated private or public agencies or entities, from any and all causes of action, actions, judgments, liens, indebtedness, obligations, losses, claims, damages, liabilities and demands, including without limitation any claim arising out of or pertaining, directly or indirectly, to the acquisition of the TCE Area described in this Agreement, including without limitation, inverse condemnation, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, attorneys' fees and costs, loss of goodwill, lost rentals or business and any other types of related losses or damages.

This Release specifically does not cover claims related to the construction of improvements on the TCE Area, including without limitation nuisance, construction related dust, noise, traffic and other related construction activity and the Agency remains responsible to GRANTOR and to third parties for any losses, claims, damages, liabilities and demands arising therefrom.

If this Agreement is terminated this Clause shall remain in effect for a period of six months.

10. Authority to Sign

Each individual executing this Agreement on behalf of GRANTOR represents and warrants that such individual is duly authorized to convey real property and execute this Agreement on behalf of GRANTOR and that no other signatures or approvals are necessary to transfer and deliver the rights described in this Agreement to AGENCY.



**GRANTOR: VERMEIL
169-131-015**

APN:

PROJECT NAME: ROBINSON CANYON ROAD BRIDGE SCOUR REPAIR PROJECT

11. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors, heirs, administrators and assigns.

12. Counterpart Signature

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one Agreement.

13. Acceptance of AGENCY

This Agreement is subject to acceptance by the AGENCY and shall have no force or effect unless so accepted.

14. Specific Performance and Other Remedies

The parties understand that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the parties may have hereunder at law or in equity.

15. No Recording

It is agreed that this Agreement shall not be placed on the public record with the Recorder of any county in the State of California.

(As used above, the term, "GRANTOR" shall include the plural as well as the singular number.)



**GRANTOR: VERMEIL
169-131-015**

APN:

PROJECT NAME: ROBINSON CANYON ROAD BRIDGE SCOUR REPAIR PROJECT

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

MONTEREY COUNTY RESOURCE
MANAGEMENT AGENCY

By: _____

Title: _____

Date: _____

GRANTOR:
VERMEIL LIVING TRUST AGREEMENT,
AS AMENDED DATED NOVEMBER 6, 1978


DONALD E. VERMEIL, Trustee

By:  _____

Don Vermeil, Trustee

Date: 9/8/2020

Approved as to form:
Leslie J. Girard, County Counsel

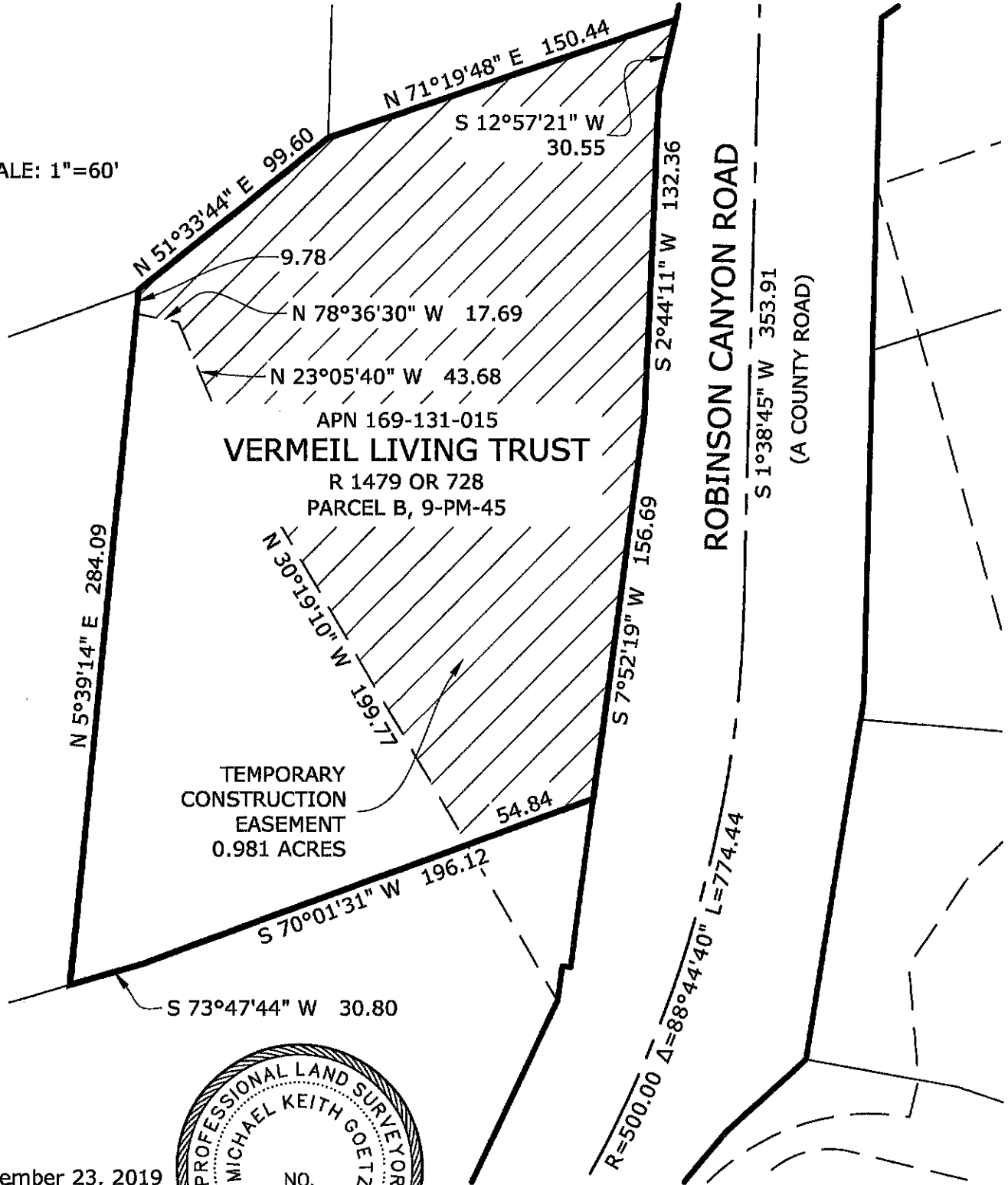
DocuSigned by:

By: _____
C09342707AC041A...
Mary Grace Perry
Deputy County Counsel

Date: 2/5/2021

No Obligation Other Than Set Forth Herein Will Be Recognized

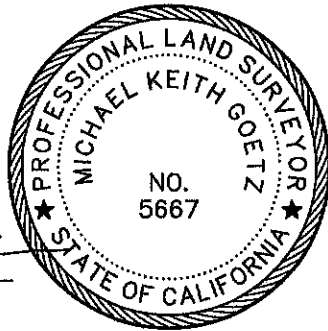


SCALE: 1"=60'



DATE: September 23, 2019

Michael K. Goetz
 MICHAEL K. GOETZ - PLS
 COUNTY SURVEYOR



COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
OFFICE OF THE COUNTY SURVEYOR

1441 SCHILLING PLACE, SOUTH 2ND FLOOR
 SALINAS, CALIFORNIA 93901
 (831) 755-4800/FAX (831) 755-4958

ROBINSON CANYON ROAD BRIDGE NO. 503

TEMPORARY CONSTRUCTION EASEMENT
 APN 169-131-015-000

VERMEIL TRUST PROPERTY

DATE	09/23/19	DRAWING	RCRD_MAP	SHEET 1 OF 1
SCALE	1"=60'	VIEW	169-131-015 TCE	

EXHIBIT "A" - TCE AREA

JKW