

_____, California

_____, 20____

Grantor

District	County	Route	Post Mile	Exp Auth
05	MON	68	9.05	1J880

PROJECT: 0518000083

THIS **RIGHT OF WAY (ROW) Contract**, for parcel no. 12657-1 in the form of a **DRAINAGE EASEMENT DEED** consisting of 481 square feet in a Permanent Drainage Easement, covering the property particularly described in Exhibit A, and a **PERMIT TO ENTER AND CONSTRUCT**, covering the property particularly described in Exhibit B, (collectively, the "Easements"), for access rights to real property owned by the County of Monterey, a political subdivision of the State of California (Grantor), as further described in Clause 4 below, for the State of California's (State) use (collectively, the "Parties") has been executed and delivered to DIXIE WRIGHT, Right of Way Agent for the State of California.

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

1. The Parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade, or construction of the proposed public improvement.
2. The State shall pay the undersigned Grantor the sum of **\$1,500.00** for the PERMANENT DRAINAGE EASEMENT.
 - (A) INCENTIVE PAYMENT: It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2 above includes the sum of \$1,000.00 as an incentive to the grantor for the timely signing of this Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (Expiration date: **06/31/2025**).
 - (B) State shall pay all escrow, notary, and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged.
3. This Permanent Drainage Easement for Parcel 12657-1 is for 481 square feet (SQ FT) and the Permit to Enter and Construct is for access to all parcels owned by the Grantor located along State Route 68 in Monterey, California, including but not limited to Parcels 12657-2, 12657-3 and 12638-1. The Permanent Drainage Easement Deed is attached and incorporated herein as "Exhibit A". The Permit to Enter and Construct is attached and incorporated herein as "Exhibit B".
4. Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary within that certain area shown outlined in color and labeled on

the maps marked within Exhibit A and Exhibit B attached hereto and made a part hereof for the purpose of acquiring the necessary property rights related to the work at State Route 68.

5. It is understood and agreed that included in the amount payable in Clause 2 above is compensation in full for the actual possession and use of the Easements.
6. The undersigned Grantor warrants that they are the owner in fee simple of the property affected by this Permanent Drainage Easement and Permit to Enter and Construct as described in the above instrument and that they have the exclusive right to grant these Easements.
7. 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 State, shall be left in as good condition as found.
8. The State agrees to indemnify and hold harmless the Grantor from any liability arising out of the State's operations under this agreement. The State further agrees to assume responsibility for any damages proximately caused by reason of the State's operation under this agreement and the State will, at its option, either repair or pay for such damage.
9. It is agreed and confirmed by the Parties hereto that notwithstanding other provisions in this contract, that the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, commences on 05/21/2025 and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
10. Verbal communication with the Grantor shall be made with Grantor's point of contact at:
George K. Salcido, PWF Real Property Specialist
831-755-4859
SalcidoG@CountyofMonterey.Gov
11. This transaction will be handled through an INTERNAL escrow by the State of California, Department of Transportation, District office, 50 Higuera Street, San Luis Obispo, CA 93401-5415.
12. The Parties to this contract shall, pursuant 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. Part 21 and 28 C.F.R. Section 50.3.
13. 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.

14. CONSENT TO USE ELECTRONIC SIGNATURES. The Parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the Parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E- Mail, or Facsimile.

(Signature Lines Below)

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Grantor-The County of Monterey, a
political subdivision of the State of
California

By: _____
Randell Y. Ishii, MS, PE, TE, PTOE
Title: Director of Public Works, Facilities and
Parks

Date: _____

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: _____
Mary Grace Perry
Title: Deputy County Counsel

Date: _____

RECOMMENDED FOR APPROVAL:

ACCEPTED:
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
DIXIE WRIGHT
Right of Way Agent

By _____
PATRICK MASON, Chief
San Luis Obispo Acquisition Branch
Right of Way

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

EXHIBIT "A"

Permanent Drainage Easement Deed

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Recording Requested by and
After Recording Return to:
Department of Transportation-RW
50 Higuera Street
San Luis Obispo, CA 93401-5415

STATE BUSINESS--FREE

This document presented for recording pursuant to Govt.
Code Section 27383

Required by the State of California for Highway Project
Document Transfer Tax: No Tax Due (R&T Code 11922)
CALIFORNIA DEPARTMENT OF TRANSPORTATION

By _____
Signature of Declarant, Kelly Codorniz

Transfer to Public Entity

Space above this line for Recorder's Use
A PORTION OF APN: N/A

DRAINAGE EASEMENT DEED

District	County	Route	Postmile	Number
05	MON	68	9.05	12657-1

The County of Monterey, a political subdivision of the State of California,

hereinafter called **GRANTOR**, hereby grants to the **State of California, Department of Transportation**, hereinafter called **STATE**, an easement for drainage purposes only; to construct, modify, and maintain drainage facilities, under, over, through, and across, within the limits of the easement on that real property; in the unincorporated area, County of Monterey, State of California, described as follows:

See Exhibit "A", attached.

Together with the right to construct, operate, and maintain such facilities as necessary to affect the purpose of the drainage easement.

IN WITNESS WHEREOF, the GRANTOR has caused this Drainage Easement Deed to be executed as of the date opposite the signature below.

GRANTOR

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

APPROVED AS TO FORM:

Office of the County Counsel
Susan K. Blitch, County Counsel

By: _____
Name: Randell Y. Ishii, MS, PE, TE, PTOE
Title: Director of Public Works, Facilities, and Parks

By: _____
Name: Mary Grace Perry
Title: Deputy County Counsel

Date: _____

Date: _____

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the interest in real property consisting of an easement for drainage purposes only as more particularly described in this Drainage Easement Deed and consents to its recordation.

By: _____

ANTHONY F. TAVARES

Director of Transportation

Dated: _____

By: _____

Attorney in Fact
Patrick Mason, Chief
San Luis Obispo Acquisition Branch
Right of Way

Dated: _____

ACKNOWLEDGEMENT

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 _____)

On _____ before me, _____,

a Notary Public, personally appeared _____, 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

(Seal)

Exhibit "A"

Parcel 12657-1

Situate in the County of Monterey, State of California, being a portion of that certain "Official Plan Line Parcel" as shown on Parcel Map PLN 990181, filed for record October 11, 2006, in Volume 22 of Parcel Maps, at Page 45, in the office of the Recorder of said County, more particularly described as follows:

A strip of land of the uniform width of 18.00 feet, lying 9.00 feet on each side of the following described centerline:

COMMENCING at Survey Engineer's Station 449+77.56 BC on the centerline of the California Department of Transportation's survey of State Highway Route 68, as said centerline is delineated on the map filed in State Highway Map Book 6, Pages 45 to 63, inclusive, in the office of the Recorder of said County;

THENCE (1) along said centerline North 74°32'34" East, 65.55 feet to the **TRUE POINT OF BEGINNING**;

THENCE (2) leaving said centerline South 26°47'33" East, 95.91 feet to the Point of Termination.

The sidelines of said strip to be extended or shortened to begin on the southerly right of way of line of State Highway Route 68, also being the southerly boundary of that certain "Thirteenth" parcel of land conveyed to the County of Monterey by that instrument filed for record April 30, 1929, in Volume 190 of Official Records, at Page 91, in the office of the Recorder of said County, and to terminate on the southerly boundary of said "Official Plan Line Parcel".

The bearings and distances described herein are based on the California Coordinate System of 1983, Epoch 2017.50, Zone 4. Divide by 0.999933269 to obtain ground distances.

END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Peter R. Moreci
Peter Moreci, PLS 8372

Date October 21, 2024



EXHIBIT "B"

Permit to Enter and Construct

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PERMIT TO ENTER AND CONSTRUCT

Grantor: County of Monterey

Grantee: STATE OF CALIFORNIA - CALIFORNIA STATE TRANSPORTATION AGENCY

Date: 3/2025

05

MON

68

County of Monterey

PROJECT: 0518000083

Scott Eades
District Director of Transportation
State of California
Department of Transportation
50 Higuera Street
San Luis Obispo, California 93401-5415

RE. PERMIT TO ENTER AND CONSTRUCT

Dear Mr. Eades:

Permission is hereby granted the State, or its authorized agents, to enter upon real property owned by the County of Monterey located along State Route 68 in Monterey, California, in the County of Monterey, including but not limited to Parcels 12657-2, 12657-3 and 12638-1, as further identified on the attached map (Exhibit "A" and Exhibit "B"), for the purpose of performing construction to improve drainage and to conform property owner's improvements (such as a walkway or driveway) to the new adjacent public improvements along route 68.

This permission is granted in consideration of the benefits, which may accrue to the property. This permission is granted with the understanding that the State agrees to release the owner from any liability arising out of the State's operations under this agreement. Furthermore, the State agrees to assume responsibility for any damages caused by reason of State's operations under this Permit to Enter and Construct and will, at State's option, either repair or pay for such damage.

This permission shall terminate upon completion of the project known as "*Highway 68 Drainage Improvements*".

This permission is granted in consideration of the location, improvement, and construction of such highway and incidents thereto, which it is understood is required by the State of California, Department of Transportation.

The parties to this Permit to Enter and Construct shall, pursuant 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. Part 21 and 28 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 Permit to Enter and Construct.

The undersigned warrants that the County of Monterey is the owner in fee simple of the property affected by this Permit to Enter and Construct and that the undersigned is authorized to grant this Permit to Enter and Construct pursuant to Board of Supervisors Resolution No. _____.

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

County of Monterey
Department of Public Works, Facilities and Parks

Approved as to form
Office of the County Counsel
Susan K. Blitch, County Counsel

Randell Y. Ishii, MS, PE, TE, PTOE
Director

Mary Grace Perry
Deputy County Counsel

RECOMMENDED FOR APPROVAL:

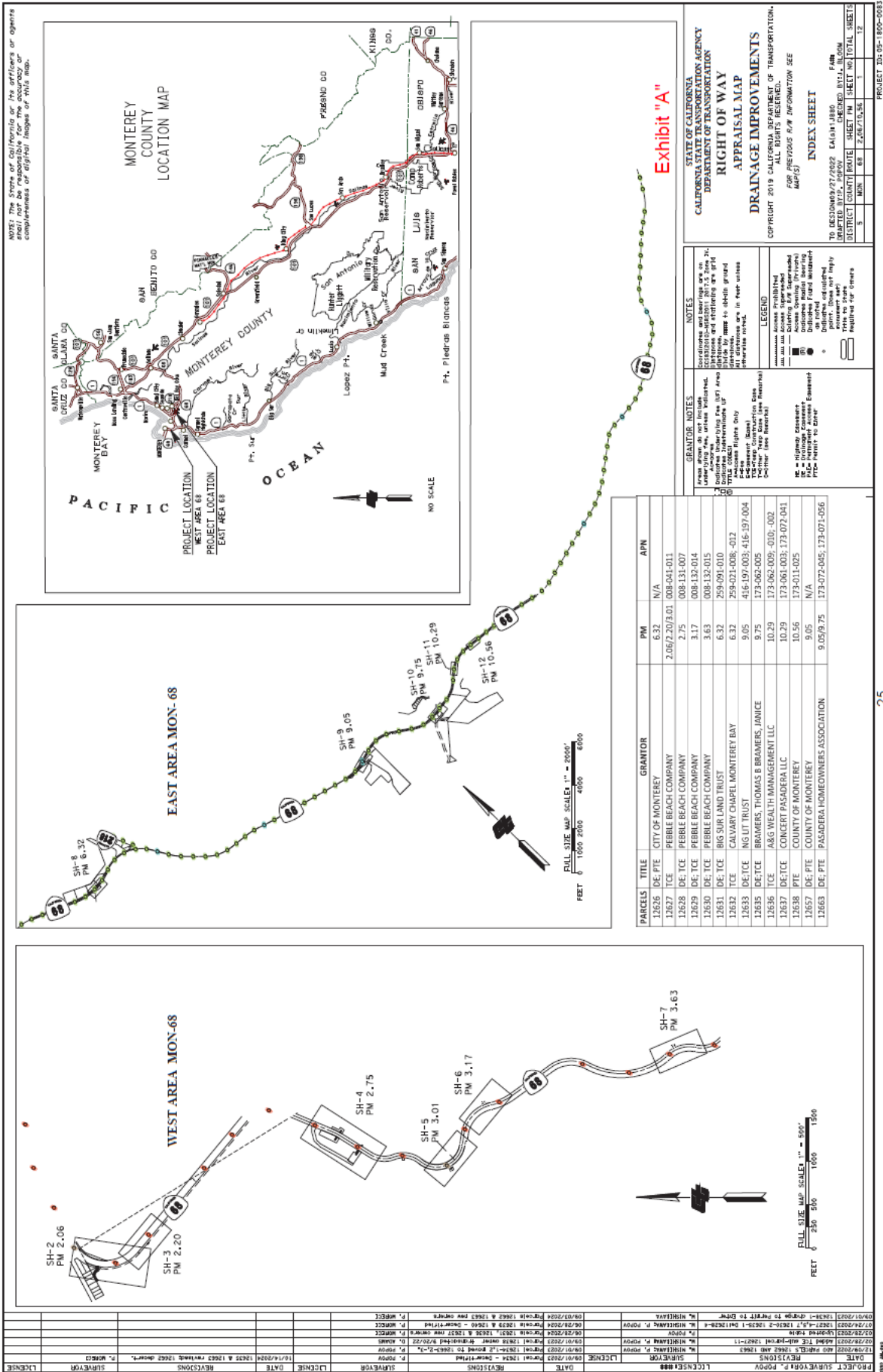
DIXIE WRIGHT
Right of Way Agent

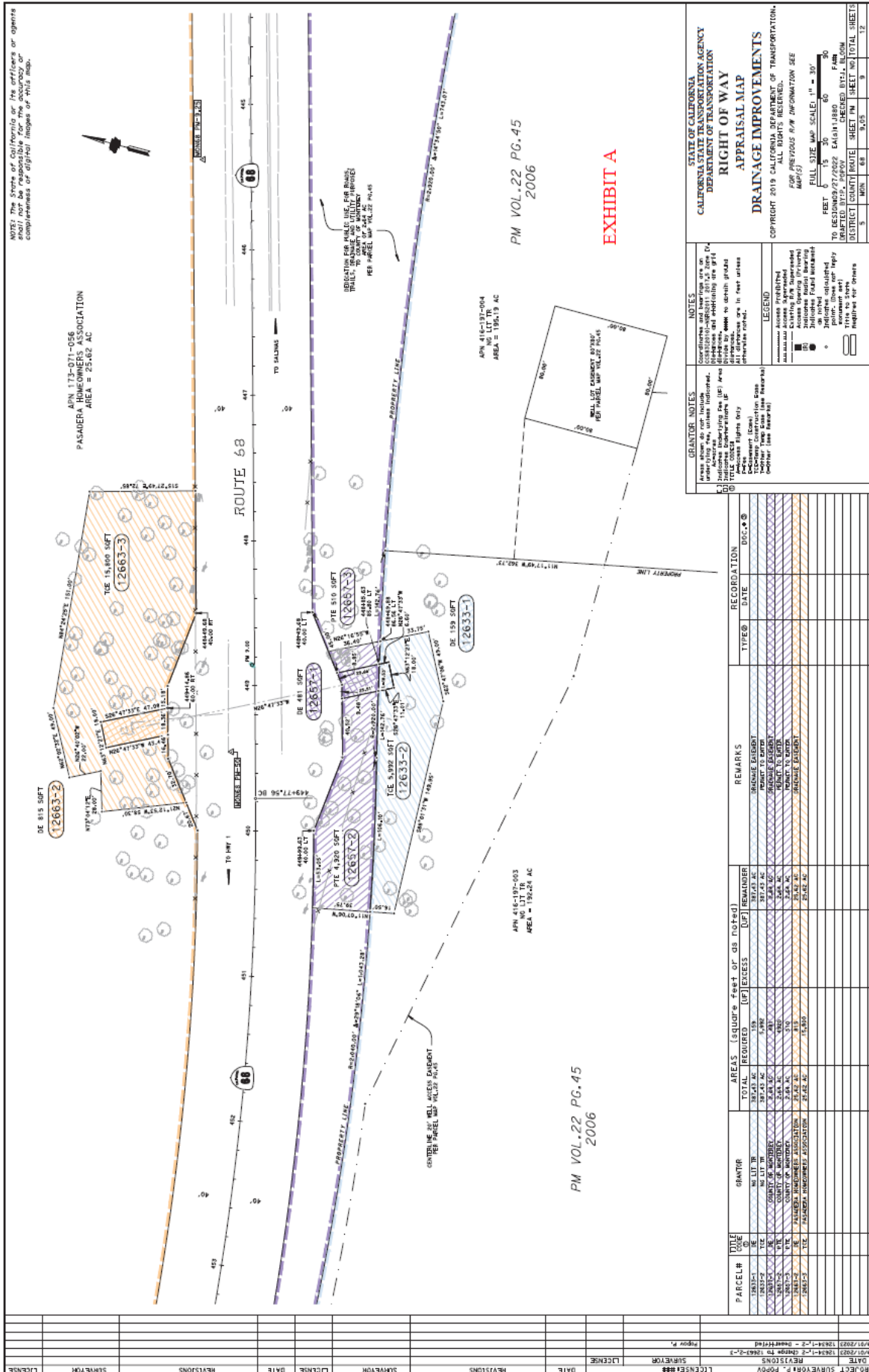
PATRICK MASON, Chief
San Luis Obispo Acquisition Branch
Right of Way

ACCEPTED:
STATE OF CALIFORNIA
Department of Transportation

MARSHALL GARCIA
Deputy District Director, Right of Way
Caltrans District 5

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