

COUNTY OF MONTEREY  
Moss Landing Rule 20A Underground Utility District

**CONTRACT TO PURCHASE PUBLIC UTILITY EASEMENT**

APN 133-193-002 (PUE "Q")

*March 3, 2016*

This Contract is entered into as of ~~February~~, 2016 by and between PHILIP V. DIGIROLAMO and JUDY ANNE DIGIROLAMO, husband and wife as Joint Tenants, ("Grantor") and the County of Monterey, a political subdivision of the State of California ("County").

**RECITALS**

WHEREAS, Grantor is the fee owner of property located on Moss Landing Road in the community of Moss Landing as shown on Attachment A hereto, and otherwise known as APN 133-193-002 (the "Property"); and

WHEREAS, County is implementing the Moss Landing Rule 20A Underground Utility District (the "Project") through the public utility companies' placement of overhead utility lines into underground conduits and removal of above-ground wires and poles throughout the community; and

WHEREAS, County desires to acquire a Public Utility Easement on or across a portion of the Property in order to provide utility service to the Property as part of the implementation of the Project.

NOW, THEREFORE, Grantor and County hereby mutually agree as follows:

1. Grantor agrees to grant a Public Utility Easement to the public utilities named in the Easement Deed as described in Exhibit A attached hereto and by this reference incorporated herein for purposes of construction, maintenance, use, and operation of electricity lines, telephone lines, cable television lines, internet service provider lines, and all the necessary appurtenances thereto (hereinafter referred to as the "utilities"), together with the right of ingress and egress from said easement. Grantor shall execute the Public Utility Easement in substantially the form of Exhibit A.

2. In consideration for the Grant of Public Utility Easement described herein, County shall pay, and Grantor does accept, the sum of *Seven Thousand Seven Hundred Dollars (\$7,700)*. This amount constitutes full compensation for interests in, and any damages to, the Property acquired by the public utilities.

3. Grantor expressly warrants that there are no oral or written leases on all or a portion of the Property, and that there are no possessory interests held by any person other than Grantor.

4. In consideration of County waiving any defects and imperfections with respect to matters of record title, Grantor covenants and agrees to indemnify, defend and hold County

harmless from any and all claims that other parties may make or assert on the title to the real property covered by the Public Utility Easement. In addition, Grantor relieves County of all further obligations or claims of whatever kind or nature on this Project, or on account of the construction of proposed public utility improvements in the manner proposed, including but not limited to claims arising out of the location, grade, or restriction of private access rights

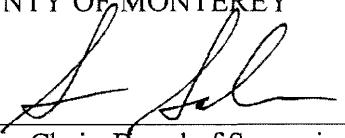
5. County shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by County, the premium charged therefore. Said escrow charges shall not, however, include documentary transfer tax.

6. County shall reinstall or reconstruct any pre-existing landscaping, fencing, or other non-structural improvements along and immediately adjacent to the Public Utility Easement that may be damaged or affected by the Project. All work done under this agreement shall conform to all applicable building laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner. Pre-existing improvements, when removed and reinstalled or reconstructed by County, shall be left in as good a condition as found.

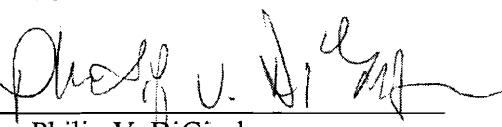
7. This contract constitutes the entire agreement between the parties.

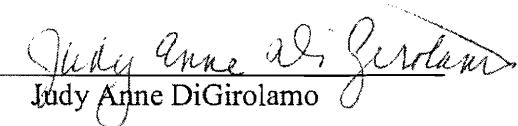
IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

COUNTY OF MONTEREY

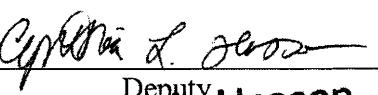
By:   
Chair, Board of Supervisors

GRANTOR

By:   
Philip V. DiGirolamo

By:   
Judy Anne DiGirolamo

APPROVED AS TO FORM  
COUNTY COUNSEL

By:   
Deputy  
Cynthia L. Hasson

**Attachment A**  
**Location Map – PUE “Q”)**



**EXHIBIT A**  
**GRANT OF PUBLIC UTILITY EASEMENT**

Monterey County )  
RMA-Public Works )  
168 W. Alisal St., 2<sup>nd</sup> Floor )  
Salinas, CA 93901 )  
Attention: G.H. Nichols, PE )  
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Space above this line for Recorder's use

**EASEMENT DEED**

APN: 133-193-002 ("PUE Q")

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PHILIP V. DIGIROLAMO and JUDY ANNE DIGIROLAMO, husband and wife as Joint Tenants, do hereby grant to PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, PACIFIC BELL TELEPHONE COMPANY, a California Corporation dba AT&T California ("AT&T"), and other public utility companies as may be appropriate, hereinafter collectively called second party, a Public Utility Easement which shall include the right from time to time to construct, reconstruct, install, inspect, maintain, replace, and use improvements for public utility purposes including electric, gas, communication, cable television, and all other public utility purposes; together with any and all appurtenances thereto, together with a right of way therefor, within the land as hereinafter set forth, and also ingress thereto and egress therefrom, including the right from time to time to trim and cut down and clear away or otherwise control any trees or brush, over and across lands of the first party situate in the County of Monterey, State of California, described and depicted in Exhibit A herein and attached hereto.

The Public Utility Easement hereby granted is to be kept open and free of buildings, structures, and wells of any kind.

We the undersigned, as duly authorized owners of the land described herein, do hereby state that we are the only persons whose consent is necessary to pass clear title to said land.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

**GRANTORS:**

Dated: \_\_\_\_\_

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Philip V. DiGirolamo

Dated: \_\_\_\_\_

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Judy Anne DiGirolamo

ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
                          ) SS.  
COUNTY OF MONTEREY )

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)

ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
                          ) SS.  
COUNTY OF MONTEREY )

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  
**PUBLIC UTILITIES EASEMENT**

Situate in the unincorporated area of the County of Monterey, State of California, and being a portion of Lot 2, Block 4 of "Tract No. 164, New Moss Landing Heights," as said lot, block and tract are shown and so designated on that certain map filed for record June 25, 1948 in Volume 5 of Cities and Towns, at Page 16, Records of Monterey County, said portion being more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 2, being a point on the Westerly line of Moss Landing Road, a County Road, 60 feet wide; thence from said point of beginning and along said Westerly road line

- 1) N.  $18^{\circ}42'$  W., 10.00 feet; thence leaving said Westerly road line
- 2) S.  $71^{\circ}18'$  W., 20.00 feet; thence
- 3) S.  $18^{\circ}42'$  E., 10.00 feet to a point on the Southerly boundary of said Lot 2; thence along said Southerly boundary
- 4) N.  $71^{\circ}18'$  E., 20.00 feet to the point of beginning.



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

Aug 30, 2012  
Date

