

Attachment C

ASSESSOR PARCEL NO.: 103-021-007 and 103-031-018
PROJECT: Monterey County – Viejo Road Storm Damage Repair Project
OWNER: Charles Carroll Bates and Janet G. Bates; Seth Pardee
Bates; David Talcott Bates; and Anthony Stewart Bates; and
Bates Property Company

**RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)**

THIS AGREEMENT is made and entered into by and between

Charles Carroll Bates and Janet G. Bates, husband and wife, as joint tenants; Seth Pardee Bates, a married man as his sole and separate property; David Talcott Bates, a married man as his sole and separate property; and Anthony Stewart Bates, a married man as his sole and separate property; and Bates Property Company, a California General Partnership, as their interests may appear of record (hereinafter collectively called “Grantors”),

and

The County of Monterey, a political subdivision of the State of California (hereinafter called “County”).

Grantors have executed Easement Deeds (“Deeds”) covering the property particularly described therein (“Property”), and delivered said Deeds to County representatives.

In consideration of which, and 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 Deeds 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, except as stated in Paragraphs 2.E. and 2.F. below.

2. The County shall:

A. **PAYMENT** - Pay the sum of **\$6,800 (SIX THOUSAND EIGHT HUNDRED DOLLARS)** as consideration in full for the easements described in the Deeds (“Easements”), for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Easements has vested in County free and clear of all liens, encumbrances, assessments, pre-existing easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way. Grantors hereby instruct and authorize County to make payment of said sum payable to Charles Carroll Bates, who shall distribute appropriate shares to the collective Grantors. Once payment is released to Charles Carroll Bates in accordance with this Agreement, no further payment obligation shall be borne by County; said payment is deemed full and complete compensation for the Easements conveyed.

B. RECORDATION OF INSTRUMENT - Accept the Deeds and cause the same to be recorded in the office of the Monterey County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the Deeds, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Deeds.

E. CONSTRUCTION AND RESTORATION – Include slope stabilization and drainage improvements in conjunction with the repair of Viejo Road. As part of this work, existing vegetation will be removed but all mature live trees within the easement area will be preserved, and revegetation will be done when slope stabilization is completed. All such construction and restoration will be done at no cost to the Grantors.

F. INDEMNIFICATION - Indemnify and hold harmless Grantors from any and all claims, damages, costs, judgments, or liability proximately caused by County or its officers, employees, or agents specifically arising from County construction and restoration work on the Property.

3. The Grantors:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agree that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantors shall cooperate in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrant there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantors agree to hold the County harmless and reimburse County for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantors.

C. PERMISSION TO ENTER - Hereby grant to the County, its agents and contractors, permission to enter the Property prior to the close of escrow for the purposes of preparation for the construction of the County's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deeds.

D. TITLE INDEMNITY AND WARRANTY - In consideration of the County waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantors indemnify and hold the County harmless from any and all claims that other parties may make or assert on the title to the Property. Grantors' obligations to indemnify the County shall not exceed

the amount paid to the Grantors under this Agreement. Grantors hereby represent and warrant that they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantors' knowledge, and after reasonable inquiry, the following:

During Grantors' ownership of the Property, Grantors know of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantors' remaining adjacent property. Grantors further represent and warrant that Grantors have no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantors' remaining adjacent properties, which may have occurred prior to Grantors' ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantors' remaining adjacent properties.

Grantors have not used the Property, or Grantors' remaining adjacent properties, for any industrial operations that use hazardous substances. Grantors are not aware of any prior use of such properties. Grantors have not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantors' remaining adjacent properties. Grantors are not aware of any such prior installations. The purchase price of the Easements being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, County may elect to recover its cleanup costs from those who caused or contributed to the contamination.

4. The Parties agree:

A. ESCROW - At County's option, to open an escrow in accordance with this Agreement at an escrow company of County's choice. Opening an escrow shall be at County's sole discretion and County may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of County and Grantors, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, County will deposit the executed Deeds by Grantors, with Certificates of Acceptance attached, with the escrow agent on Grantors' behalf. County agrees to deposit the purchase price upon demand of escrow agent. County and Grantors agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantors, prior to opening of this escrow, shall not be pro-rated between County and Grantors, but Grantors shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantors for the period after County's acquisition.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

- a) Pay and charge Grantors for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantors' property subject to this transaction as required to convey clear title.
- b) Pay and charge County for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;
- c) Disburse funds and deliver Deeds when conditions of this escrow have been fulfilled by County and Grantors.
- d) Following recording of Deeds from Grantors, if requested by County, provide County with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$6,800 issued by a Title Company of County's choice showing that title to the Property is vested in County, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:
 - 1) Real Property Taxes for the fiscal year in which escrow closes;
 - 2) Public utility easements and public rights of way;
 - 3) Other items that may be approved in writing by County in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments (Deeds) delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantors do not deliver title in a reasonable time under the terms of the Agreement, the County may file an action in eminent domain to pursue the acquisition of the Easements, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all

negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

E. COUNTY APPROVAL - This Agreement is subject to and conditioned upon approval by the Board of Supervisors of the County of Monterey or its designee. This Agreement is not binding upon the County until executed by the appropriate County official(s) acting in their authorized capacity.

F. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

G. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures and shall be deemed fully binding to the same extent as t documents bearing ORIGINAL SIGNATURES. Documents for recordation by the Clerk Recorder must contain original signatures.

H. NON-DISCRIMINATION - 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. Parts 21 and 28 C.F.R. Section 50.3.

Further, 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.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

Signatures appear on following pages

GRANTORS:

Charles Carroll Bates and Janet G. Bates, husband and wife, as joint tenants; Seth Pardee Bates, a married man as his sole and separate property; David Talcott Bates, a married man as his sole and separate property; and Anthony Stewart Bates, a married man as his sole and separate property, as their interests may appear of record

Signed by: Charles Carroll Bates Date: 8/27/2025
Charles Carroll Bates

Signed by: Janet G. Bates Date: 8/28/2025
Janet G. Bates

Signed by: Seth P. Bates Date: 8/29/2025
Seth Pardee Bates

Signed by: David Talcott Bates Date: 8/28/2025
David Talcott Bates

Signed by: Anthony Stewart Bates Date: 8/29/2025
Anthony Stewart Bates

Bates Property Company, a California general partnership

By: Seth P. Bates Date: 8/29/2025
Seth Pardee Bates
Partner

By: David Talcott Bates Date: 8/28/2025
David Talcott Bates
Partner

By: Anthony Stewart Bates Date: 8/29/2025
Anthony Stewart Bates
Partner

By: Charles Carroll Bates Date: 8/27/2025
Charles Carroll Bates
Partner

GRANTOR'S MAILING ADDRESSES:

Charles Carroll & Janet G. Bates;
Seth Pardee Bates; David Talcott Bates;
and Anthony Stewart Bates
577 Viejo Road
Carmel, CA 93923

Bates Property Company
2736 B Road
Grand Junction, CO 81503

COUNTY OF MONTEREY, a political subdivision of the State of California
Department of Public Works, Facilities and Parks (PWFP)

By: _____

Randell Ishii
Director of PWFP

Date: _____

ARRROVED AS TO FORM:
Office of the County Counsel
Susan K. Blich, County Counsel

By: _____

Mary Grace Perry
Deputy County Counsel

Date: _____

MAILING ADDRESS OF COUNTY:
County of Monterey
Attn: George K. Salcido, Real Property Specialist
Department of Public Works, Facilities and Parks
PWFP-Facilities/Real Property Division
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901