

COUNTY OF MONTEREY
Moss Landing Rule 20A Underground Utility District

CONTRACT TO PURCHASE PUBLIC UTILITY EASEMENT

APN 133-221-001

This Contract to Purchase Public Utility Easement is entered into as of the last date opposite the signatures below by and between KEITH FAMILY INVESTMENTS, LLC, a California Limited Liability Company, ("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 at 7902-7950 Moss Landing Road in the community of Moss Landing as described in Attachment A attached hereto and incorporated by this reference, and otherwise known as APN 133-221-001 (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 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 incorporated by this reference for purposes of construction, maintenance, use, and operation of utilities, including but not limited to electricity lines, telephone lines, cable television lines, internet service provider lines, and all the necessary appurtenances thereto (hereafter, "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 *Five Thousand Nine Hundred Forty-Three Dollars and Fifty Cents (\$5,943.50)*. This amount constitutes full compensation for interests in, and any damages, whether now or in the future, to, the Property acquired by the County.

3. Grantor expressly warrants that there are no oral or written leases on all or any 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 subject to said 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, which, if applicable, are the responsibility of Grantor.

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 Contract to Purchase Public Utility Easement 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 original.

7. This Contract to Purchase Public Utility Easement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Contract to Purchase Public Utility Easement as of the last day opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
John M. Phillips
Chair, Board of Supervisors

Date: _____

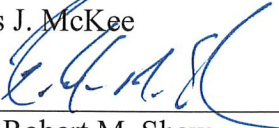
GRANTOR

Keith Family Investments, LLC

By:  _____
Christian Keith, Member

Date: 3/14/19

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
Charles J. McKee

By:  _____
Robert M. Shaw
Deputy County Counsel

Date: 3-18-2019

Location Map – PUE



RECORDING REQUESTED BY)
 AND WHEN RECORDED RETURN TO:)
)
 County of Monterey)
 Resource Management Agency)
 Public Works & Facilities Division)
 1441 Schilling Place South, 2nd Floor)
 Salinas, CA 93901)
 Attention: Kyle Oyama)
)

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
 DOCUMENTARY TRANSFER TAX IS \$6.54

Space above this line for Recorder's use

- X Computed on full value of property conveyed, or
- Computed on full value less value of liens or encumbrances remaining at time of sale,
- X Unincorporated area City of _____

 Neville Pereira, PE, CBO, County of Monterey

PUBLIC UTILITY EASEMENT DEED

APN: 133-221-001 ("PUE X")

In exchange for good and valuable consideration by the County of Monterey pursuant to that certain Contract to Purchase Public Utility Easements between the County of Monterey, a political subdivision of the State of California, acting as the Moss Landing Rule 20A Underground Utility District (hereafter, "County") and the KEITH FAMILY INVESTMENTS, LLC, a California Domestic Limited Liability Company (hereafter, "Grantor"), Grantor does 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, subject to the reservation described below, 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 attached hereto and incorporated by this reference (the "Public Utility Easement").

Grantor hereby reserves the right from time to time, on behalf of itself and future owners of the that certain real property described on Exhibit B attached hereto and made a part hereto and their respective designated tenants leasing any portion of such real property described on Exhibit B or improvements thereon, (i) to operate, maintain, service, repair, replace an existing 6-8" water main and appurtenances already located under the Public Access Easement referred to below and (ii) to construct, install, inspect, repair, replace, service and use improvements now or hereafter existing within the area described on Exhibit A attached hereto that are privately owned by Grantor or successor owners of the real property described on Exhibit B or any of their respective tenants and which service such real property described on Exhibit B or any of the owners or tenants thereof. In the exercise of such reserved rights, neither Grantor nor any successor owners or tenants of the real property described on Exhibit B attached hereto or improvements thereon shall unreasonably interfere with the right granted to the second party referred to above.

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

Said Public Utility Easement shall be subject to the terms and conditions of and shall not materially impair the public use of the Public Access Easement ("Public Access Easement") described in that certain document titled "Irrevocable Offer to Dedicate Public Access Easement and Declaration of Restrictions" recorded June 8, 1989 at Reel 2373 of Reels, Page 824, Official Records of the County of Monterey, a Certificate of Acceptance of which was recorded by the State Coastal Conservancy ("Conservancy") on May 18, 2010 as Document No. 2010027611, Official Records of the County of Monterey.

Said Public Utility Easement shall be further subject to the terms and conditions of the Open Space Conservation Easement ("Open Space Easement") described in that certain document titled "Irrevocable Offer to dedicate Open-Space Easement and Declaration of Restrictions" recorded June 8, 1989 at Reel 2373 of Reels, Page 770, Official Records of the County of Monterey, a Certificate of Acceptance of which was recorded by the Conservancy on May 18, 2010 as Document No. 2010027613, Official Records of the County of Monterey.

Any construction, reconstruction, installation, inspection, maintenance, or replacement of improvements, including appurtenances thereto, for public utility purposes ("Easement Activities") on the Public Utility Easement by any second party, or its agents, contractors or representatives, shall be subject to the following requirements:

1. Prior to commencing any Easement Activities on the Public Utility Easement, the second party shall provide written notice to the Conservancy and a written description of or plans for the proposed Easement Activities and any restoration associated with the proposed Activities.
2. In undertaking any Easement Activities on the Public Utility Easement, the second party shall limit, to the extent reasonably feasible, any temporary impairment of the use of the Public Access Easement and shall post signs, as needed to inform the public of the temporary closure of the Public Access Easement).
3. On completion of any Easement Activities on the Public Utility Easement, the second party shall restore the Public Access Easement area, and any improvements thereto, and the Open Space Easement area to the condition existing prior to commencement of the Easement Activities, including, as needed, the replanting and re-vegetation of the areas with native plants, shrubs or trees. Within a reasonable time, the second party shall provide written documentation to the Conservancy of the restoration of the Easement areas.

The recording of this Public Utility Easement shall also include and constitute the requirement for the grantee(s) to remove the existing overhead joint utility line and poles within the said Open Space Easement and the relinquishment by the grantees of all future rights and entitlements to install, own, and maintain such overhead utility lines and poles within said Open Space Easement.

We the undersigned, as duly authorized owners of the land described herein, do hereby state that we are the only persons or entities 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. The undersigned and the second party further acknowledge, intend and agree that the Conservancy or any successor holder of the Public Access Easement or the Open Space Easement is and shall be a third-party beneficiary of the terms and conditions of this Easement which relate to the Public Access Easement or the Open Space Easement and shall have the right to enforce those terms and conditions as if a party to this Public Utility Easement.

Keith Family Investments, LLC

Dated: _____

By: _____
Christian Keith, Member

EXHIBIT A

PUBLIC UTILITIES EASEMENT

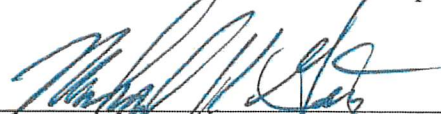
Situate in the unincorporated area of the County of Monterey, State of California, and being a portions of that certain parcel described in the deed from Dennis Keith Family Limited Partnership to Keith Family Investments, LLC, dated May 14, 2010, and recorded May 27, 2010 as Document No. 2010029776 of the Official Records of Monterey County, said parcel is also shown on that certain map filed for record March 17, 1983 in Volume 18 of Surveys, at Page 13, Records of Monterey County, said portions being more particularly described as follows:

10' WIDE PUBLIC UTILITIES EASEMENT "X"

Beginning at a point on the northerly boundary of said conveyed parcel from which the most northerly corner of said parcel bears N. 82°48'03" W., 117.55 feet distant; said point of beginning also being a point on the southerly line of Moss Landing Road, a County Road, at the point of intersection with the westerly line of that certain "10' Wide Access Easement," as said easement is described in the Irrevocable Offer to Dedicate Public Access Easement, dated July 13, 1988 and recorded June 8, 1989 in Reel 2737 of Official Records, at Page 824, Records of Monterey County, said easement also being shown on the aforesaid filed map; thence from said point of beginning and along said southerly road line

- 1) S. 82°48'03" E., 21.32 feet, at 10.66 feet the point of intersection of said southerly road line with the easterly line of said access easement, 21.32 feet; thence leaving said road line
- 2) S. 02°49'11" E., 8.15 feet; thence
- 3) S. 87°10'49" W., 10.50 feet to a point on said easterly easement line; thence along said easterly line
- 4) S. 02°49'11" E., 308.80 feet; thence
- 5) S. 03°35'58" W., 190.00 feet; thence leaving said easterly easement line
- 6) N. 86°24'02" W., 10.00 feet to a point on said westerly line of said 10' Access Easement; thence along said westerly easement line
- 7) N. 03°35'58" E., 189.44 feet; thence
- 8) N. 02°49'11" W., 320.01 feet to the point of beginning.

CONTAINING an area of 5187 square feet, more or less.



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



August 3, 2017
Date

MOST N'LY CORNER OF
PARCEL DESCRIBED IN
DOC. NO. 2010029776



MOSS LANDING ROAD
S 82°48'03" E 258.90

117.55

SEE
DETAIL 120.53

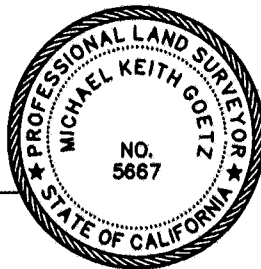
POINT OF
BEGINNING

R=60.00
Δ=78°53'08"
L=82.61

OPEN SPACE CONSERVATION
EASEMENT
SEE R 2373 OR 770 & 824

10' ACCESS EASEMENT
SEE R 2373 OR 770 & 824

PUE "X"
5187± SQ FT



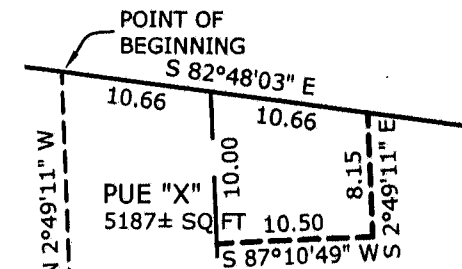
DOC. NO. 2010029776
SEE VOL 18 SURVEYS, PG 13

MICHAEL K. GOETZ, PLS 5667
COUNTY SURVEYOR

DATE Aug 3, 2017

R=1960.00 Δ=9°32'37" L=326.47

STATE HIGHWAY 1



DETAIL
1"=10'



COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
OFFICE OF THE COUNTY SURVEYOR
1441 SCHILLING PLACE, 2ND FLOOR
SALINAS, CALIFORNIA 93901
(831) 755-4800/FAX (831) 755-4958

MOSS LANDING UG 20A
PUBLIC UTILITIES EASEMENT "X"
WHOLE ENCHILADA PARCEL

EXHIBIT B-2

DATE 08/03/17

DRAWING
MOSS LANDING 20A PLATS

SHEET

SCALE 1"=60'

VIEW
PUE X

1-1