

Attachment C

Project: Davis Road Bridge Project
Grantor: Storm Ranches, a California
General Partnership
Parcel No.'s: 207-033-006 and -007

AGREEMENT FOR PURCHASE OF REAL PROPERTY

This Agreement for Purchase of Real Property is between the County of Monterey, a political subdivision of the State of California (GRANTEE), and Storm Ranches, a California General Partnership (GRANTOR).

The parties hereby agree as follows:

1. PROPERTY:

GRANTOR agrees to sell, without warranty, express or implied and GRANTEE agrees to purchase certain land described in Exhibits "A" and "B" (attached and incorporated by this reference) being a portion of property in Monterey County located at 181 Hitchcock Road, Salinas, California, further identified as APN(s) 207-033-006 and 207-033-007 for use by GRANTEE on the Davis Road Bridge Project (the Project Property). GRANTOR agrees to grant a Permanent Roadway Easement on the terms and conditions set forth in this Agreement. The form of the Permanent Easement Deed is as depicted in Exhibits "A" and "B".

The parties to this contract 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 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 contract.

2. DELIVERY OF DOCUMENTS:

Concurrently with the execution of this Agreement, the Permanent Easement Deed shall be executed and delivered by GRANTOR to Steve Harris, Project Manager for Overland, Pacific & Cutler, LLC, acting for the GRANTEE for the purpose of placing the Permanent Easement Deed into escrow. Prior to placing the Permanent Easement into escrow, the purchase of the Project Property must be approved by the Monterey County Board of Supervisors. The Permanent Easement Deed shall be delivered in the manner described solely for the convenience of the parties. GRANTEE shall not be deemed to have accepted delivery of the Permanent Easement Deed until such time as the Permanent Easement Deed is recorded in the Official Records of Monterey County, California in accordance with written escrow instructions delivered to escrow by GRANTEE and GRANTOR. No Temporary Construction Easement Deed will be required for the project.

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This transaction shall be handled through an escrow with Chicago Title Company, 50 Winham Street, Salinas, California 93901. Within five (5) days after this Agreement is executed by GRANTEE and GRANTOR, GRANTOR shall complete, execute and deliver to Escrow Holder (i) an affidavit executed by GRANTOR certifying that GRANTOR is not "foreign persons" within the meaning of Internal Revenue Code Section 1445(f)(3), and meeting the requirements of Internal Revenue Code Section 1445(b)(2), (ii) an original Withholding Exemption Certificate (California Form 590 or 590-RE, as applicable), fully executed by Grantor as required by the California Taxation and Revenue Code, certifying that GRANTOR is not subject to tax withholding under applicable California law, and (iii) register as a new vendor at the Monterey County web site: <http://www.in.co.monterey.ca.us/cao/vendorinfo.htm>.

3. PURCHASE PRICE AND TITLE:

The purchase price for the two Permanent Easements is THREE HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY-FOUR AND NO/100 DOLLARS (\$333,754.00). GRANTEE shall deliver the purchase price into escrow promptly after delivery of the Permanent Roadway Easement Deed into escrow. GRANTOR shall, by Grant of Easement, grant to GRANTEE the Project Property, free and clear of tax liens that would render the Easements unsuitable for their intended purposes.

GRANTEE shall also reimburse GRANTOR for appraisal costs at the close of escrow the sum of FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$5,750.00).

Escrow agent shall deliver the purchase price and appraisal reimbursement fees to GRANTOR, less GRANTOR'S share of prorated taxes, if any, and any amounts necessary to place title in the condition required by this Agreement, when title to the Project Property vests in GRANTEE free and clear of all tax liens. Good, marketable title to the Permanent Easement, subject to the Permitted Exceptions (Monterey County will take title subject to all exceptions other than tax liens) showing the Permanent Easement interest to the Permanent Easement vested in Grantee, subject only to the Permitted Exceptions. GRANTEE shall pay all costs of escrow and recording fees incurred in this transaction

4. PERMANENT EASEMENT:

Permission is hereby granted to the GRANTEE and its authorized agents and contractors to enter on GRANTOR'S land, within the Permanent Roadway Easement area described in the document delivered herewith, for rights of way for the purpose of road improvements and bridge construction. Any excess soil resulting from the Project and originating from within the Easement areas, will be offered to the GRANTOR for GRANTOR's use.

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5. PRORATION OF TAXES:

GRANTOR authorizes GRANTEE to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon which are to be cleared from the title to the Project Property.

6. CONDITION OF ESCROW:

As a condition of escrow to the close of escrow, GRANTEE shall receive title to the Permanent Easement free and clear of all liens, claims, encumbrances, easements, encroachments by improvements on the Project Property, or rights of way of any sort except those accepted by GRANTEE in writing (see Escrow Instructions controlling this transaction).

7. POSSESSION:

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the Project Property by GRANTEE, and/or its designees or assignees including the right to remove and dispose of improvements shall commence on close of escrow and GRANTOR'S receipt of payment.

8. IMPROVEMENTS:

Except as may be otherwise provided herein, the purchase price for the Project Property includes compensation for any and all improvements situated within the Permanent Easement areas (Project Property) as described in the appraisal of the Project Property.

9. SEVERABILITY:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

10. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. PUBLIC PURPOSE:

GRANTEE requires the Project Property for a public use, for the Project, and GRANTEE can acquire the Project Property through the exercise of the power of eminent domain.

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GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the Project Property. Both GRANTOR and GRANTEE recognize the expense, time, effort and risk to both GRANTOR and GRANTEE in resolving a dispute over compensation for the Project Property by eminent domain litigation; and, the compensation set forth herein is in compromise and settlement, in lieu of such litigation.

12. AUTHORITY AND EXECUTION:

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

13. INDEMNITY:

To the greatest extent permitted by law, GRANTEE will indemnify, defend, and hold GRANTOR harmless from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees and disbursements, losses, or liabilities, in law or in equity, (collectively, "Claims"; individually, "Claim") directly or indirectly arising out of or in connection with (a) the use of the Permanent Roadway Easement; and (b) GRANTEE'S maintenance or repair of the improvements located within the Permanent Roadway Easement.

14. ENTIRE AGREEMENT:

This Agreement represents the full and complete understanding of the parties with respect to the Project Property and the Project. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives with respect to the Project Property or the Project are revoked and extinguished by this Agreement.

15. NOTICES:

All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested. Notice shall be considered given when mailed. Notices shall be addressed as shown below for each party.

To Grantor:

Storm Ranches
c/o Jim Storm
181 Hitchcock Road
Salinas, CA 93908

To Grantee:

County of Monterey
Randell Ishii
PWFP DIRECTOR
1441 Schilling Place
Salinas, CA 93901

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16. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

**AGREEMENTS FOR PURCHASE OF PROJECT PROPERTY ARE
CONTINGENT UPON THE APPROVAL OF THE COUNTY OF MONTEREY.**

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

GRANTOR

Storm Ranches,
a California General Partnership

By: Stephen Storm

Date: 4/3/23

Print Name: STEPHEN STORM

Title: PARTNER

By: James Storm

Date: 4/3/23

Print Name: JAMES STORM

Title: PARTNER

GRANTEE

County of Monterey

By: _____

Randell Ishii
PWFP DIRECTOR

Date: _____

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APPROVED AS TO FORM:
County Counsel

By: DocuSigned by:
Mary Grace Perry
A1955B20E717442
Mary Grace Perry
Deputy County Counsel
Date: 5/24/2023 | 10:30 AM PDT

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EXHIBIT "A"
PERMANENT ROADWAY EASEMENT
Legal Description and Plat Map

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Situate in Rancho Nacional, County of Monterey, State of California, and being a portion of those certain parcels described as Parcel 1, Parcel 2 and Parcel 3 in that certain deed from James A. Storm, et al, to Storm Ranches, a California general partnership, dated June 23, 1994 and recorded September 21, 1995 in Reel 3277 of Official Records, at Page 1356, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at a point on the northeasterly boundary of said Parcel 1, said point also being a point on the southwesterly line of Hitchcock Road, a County Road, from which point a 1" diameter pipe that was once standing at the southerly corner of the intersection of Davis Road and Hitchcock Road (as the point of intersection existed prior to 1964) bears N. 56°07'40" W., 853.45 feet distant; thence from said Point of Beginning and leaving said parcel boundary and road line

- 1) N. 60°31'53" W., 455.84 feet; thence
- 2) N. 56°07'40" W., 305.00 feet; thence
- 3) S. 51°05'57" W., 112.63 feet; thence
- 4) S. 36°28'36" W., 1373.68 feet to a point on the southwesterly boundary of the aforesaid Parcel 1; thence
- 5) S. 35°03'30" W., 1140.67 feet to a point on the southwesterly boundary of the aforesaid Parcel 2; thence
- 6) S. 36°04'26" W., 400.33 feet; thence
- 7) S. 23°42'41" E., 55.00 feet to a point on the northeasterly line of Foster Road, a County Road, being the northeasterly line of that certain 10 foot strip of land conveyed by deed from Nell H. Storm to the County of Monterey, dated November 23, 1932 and recorded November 29, 1932 in Volume 349 of Official Records, at Page 357, Records of Monterey County; thence along said northeasterly road line
- 8) N. 53°05'40" W., 42.65 feet to a point on the easterly line of Davis Road, a County Road, as widened by that certain strip of land conveyed by deed from Thomas Storm, et al, to the County of Monterey, dated January 7, 1966 and recorded January 19, 1966 in Reel 443 of Official Records, at Page 919, Records of Monterey County; thence leaving said northeasterly line of Foster Road and non-tangentially curving along said easterly line of Davis Road
- 9) Northerly along the arc of a circular curve to the right with a radius of 75.00 feet, (the center of which bears N. 53°38'27" E., 75.00 feet distant) through a central angle of 73°49'09" for an arc distance of 96.63 feet; thence leaving said curve and tangent thereto
- 10) N. 37°27'36" E., 84.21 feet (N. 35°27' E., 84.18 feet, deed); thence tangentially curving

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- 11) Northeasterly along the arc of a circular curve to the left with a radius of 10038.30 feet, (the center of which bears N. 52°32'54" W., 10038.30 feet distant) through a central angle of 1°25'20" for an arc distance of 249.18 feet (radius of 10038.00, central angle of 1°25'20", arc distance of 249.17 feet, deed); thence leaving said curve and tangent thereto
- 12) N. 36°01'46" E., 19.14 feet (N. 34°01'40" E., 19.14 feet, deed) to the most easterly corner of said road widening parcel, said point also being the most southerly corner of that certain road widening strip of land conveyed by deed from Thomas Storm, et ux, to the County of Monterey, dated January 7, 1966 and recorded January 19, 1966 in Reel 443 of Official Records, at Page 922, Records of Monterey County; thence continuing along said easterly line of Davis Road
- 13) N. 36°01'46" E., 2608.96 feet (N. 34°01'40" E., 2608.88 feet, deed); thence tangentially curving
- 14) Easterly along the arc of a circular curve to the right with a radius of 50.00 feet, (the center of which bears S. 53°58'14" E., 50.00 feet distant) through a central angle of 87°50'34" for an arc distance of 76.66 feet (radius of 50.00, central angle of 87°51'10", arc distance of 76.67 feet, deed) to the most easterly corner of the last mentioned road widening parcel, said point also being on the southwesterly line of Hitchcock Road, a County Road; thence tangentially leaving said curve and said easterly line of Davis Road and along said southwesterly line of Hitchcock Road
- 15) S. 56°07'40" E., 773.27 feet to the Point of Beginning.

CONTAINING an area of 2.778 acres of land, more or less.

The above bearings and distances are based on the California Coordinate System 1983 Zone IV. To obtain bearings relative to true north, the grid bearings shown must be rotated clockwise approximately 1°36'37". To obtain ground level distances, multiply the distances shown by 1.0000592.

The above described parcel is shown on the plat attached hereto and made a part hereof.


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

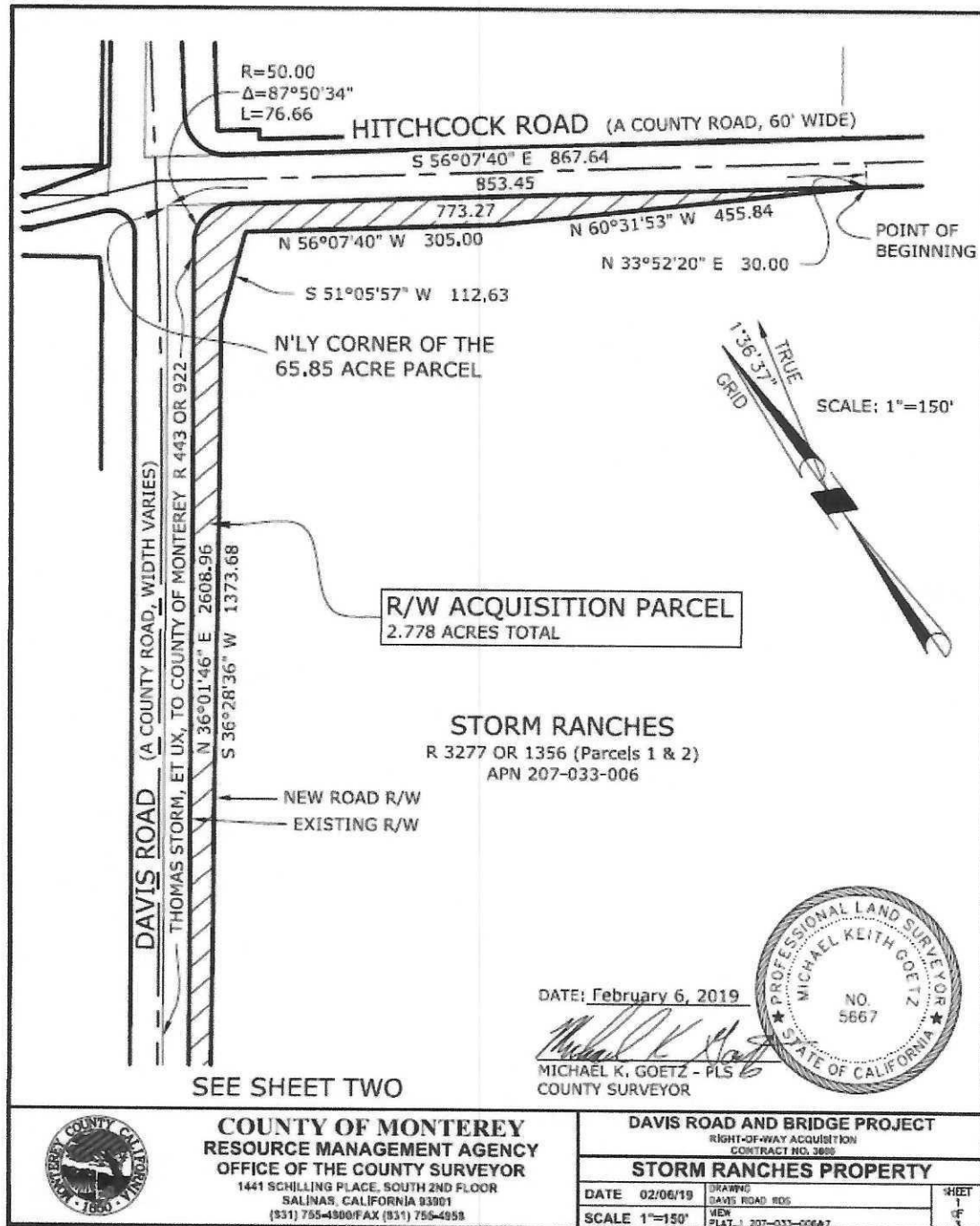
February 6, 2019



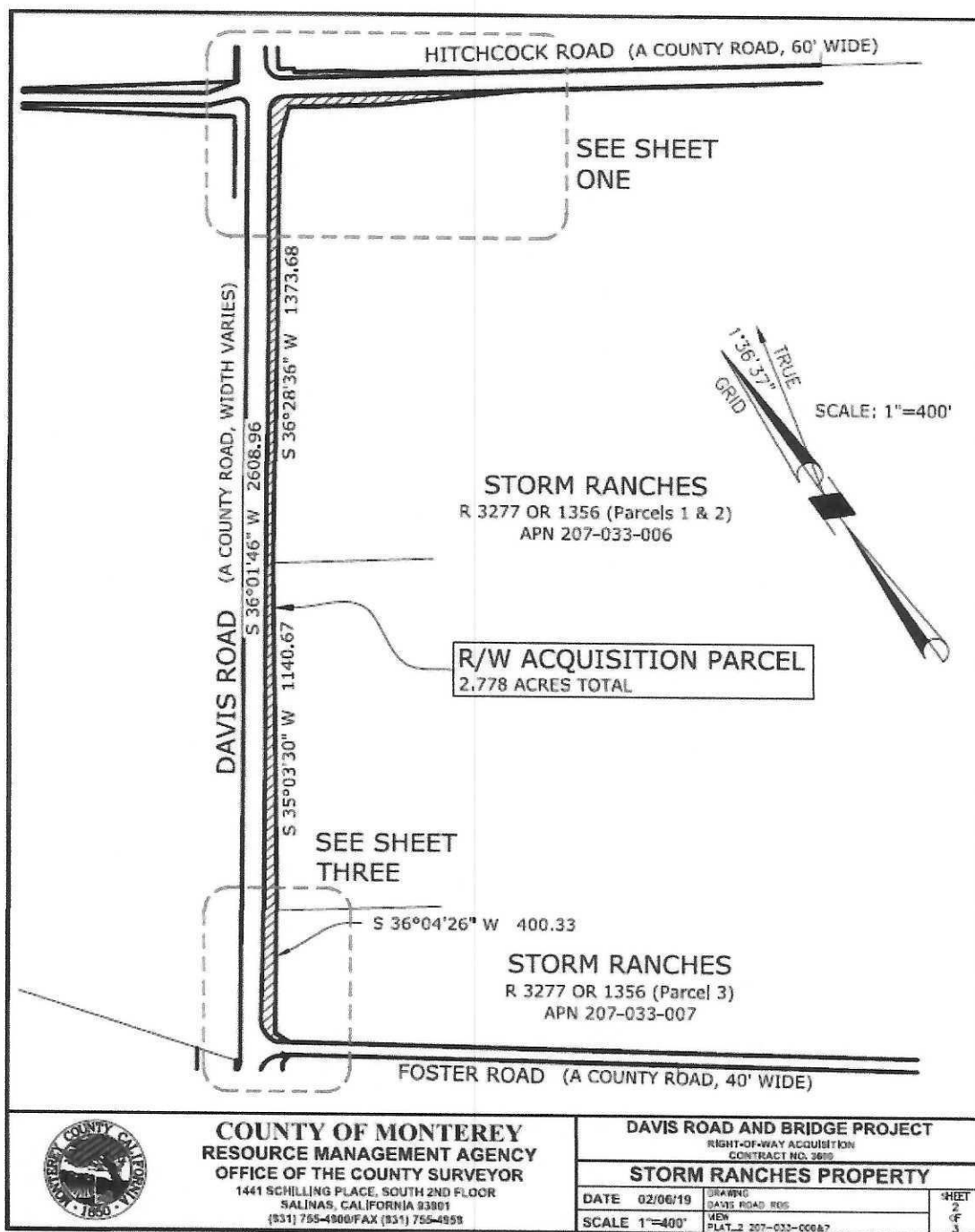
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EXHIBIT "B"

Plat Map



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