

Project: Fairview Road Emergency Repair
Grantors: Edward Silva Jr. and Marie Silva, Trustees
Edward Silva Jr. and Evelyn Silva
John Silva and Theresa Silva Amaral
Parcel No.: 216-0210-13

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 Edward Silva Jr. and Evelina Marie Silva, Trustees F/B/O Silva Family Living Trust DTD February 9, 1996, Edward Silva AKA as Edward Silva Jr. and Evelyn Silva AKA Evelina Marie Silva, husband and wife; John Silva, a married man as his sole and separate property and Theresa Silva Amaral, a married woman, as her sole and separate property (GRANTORS).

The parties hereby agree as follows:

1. PROPERTY:

GRANTORS agree to sell 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 32200 Fairview Road, Soledad, California, further identified as APN 216-023-013 for use by GRANTEE on the Fairview Road Emergency Repair Project (the Project Property). GRANTORS agree to grant a Permanent Drainage Easement and Temporary Construction Easement (TCE) on the terms and conditions set forth in this Agreement. The form of the Permanent Drainage Easement Deed is as depicted in Exhibits "A" and "B".

2. TITLE VI COMPLIANCE:

- a. 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.
- b. 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.

3. DELIVERY OF DOCUMENTS:

Concurrently with the execution of this Agreement, the Permanent Drainage Easement Deed shall be executed and delivered by GRANTORS to William Bohan, Acquisition Agent for Bender Rosenthal, Inc., acting for the GRANTEE for the purpose of placing the Permanent Drainage Easement Deed into escrow. Prior to placing the Permanent Drainage Easement into escrow, the purchase of the Project Property must be approved by the Monterey County Board of Supervisors. The Permanent Drainage Easement Deed shall not 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 Drainage Easement Deed until such time as the Permanent Drainage 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. The Temporary Construction Easement Deed will not be recorded.

This transaction shall be handled through an internal escrow.

4. PURCHASE PRICE AND TITLE:

The Property conveyed by Document No. 216-021-013, is being donated to COUNTY by GRANTOR. GRANTOR, having initiated this donation, has been informed of the right to compensation for the Property donated and hereby waive(s) this right to compensation.

GRANTEE shall pay all costs of recording fees incurred in this transaction.

5. PERMANENT DRAINAGE EASEMENT:

Permission is hereby granted to the GRANTEE and its authorized agents and contractors to enter on GRANTOR'S land, within the Permanent Drainage Easement area described in the document delivered herewith, for rights of way for the purpose of roadway drainage improvements.

6. TEMPORARY CONSTRUCTION EASEMENT:

A Temporary Construction Easement (TCE) is needed for the purpose of: providing access for construction. Said temporary easement shall be for a period of six (6) months from July 1, 2021 to December 31, 2021. Permission is hereby granted to GRANTEE or its authorized agent to enter upon GRANTOR'S land where necessary within that certain area identified as a Temporary Construction Easement (TCE) for the purpose described above.

It is further agreed and understood between GRANTORS and GRANTEE that GRANTEE or GRANTEE'S contractor shall be authorized to enter GRANTOR'S remainder property for the purpose of removing and/or replacing any improvements noted in the appraisal of the property requiring replacement if applicable. Said improvements will be temporarily replaced during the period of construction to retain the nature of the property and will be replaced in "Like Kind" by GRANTEE'S contractor at no expense to GRANTORS following construction of the project.

7. WARRANTY OF STATUS OF TITLE:

As a covenant that will survive the close of escrow, GRANTORS warrant that GRANTORS are the sole owner of the Property, 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).

8. EASEMENTS WARRANTY:

GRANTORS warrant to GRANTEE that the title conveyed to GRANTEE will not be encumbered by any easements, licenses, or other rights not disclosed by the public record.

9. LEASE WARRANTY:

GRANTORS warrant that there are no oral or written leases on any portion of the Project Property and GRANTEE further agrees to hold harmless and reimburse GRANTEE for any and all losses or expenses resulting or arising from any lease on the Project Property.

10. POSSESSION:

GRANTEE shall have the right of possession and use of the Permanent Drainage Easement areas including the right to remove and dispose of improvements. Such possession shall commence at the time of recording.

11. 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 Drainage Easement areas (Project Property) as described in the appraisal of the Project Property.

12. WARRANTY AGAINST MATERIAL DEFECTS:

GRANTORS have no knowledge, actual or constructive, of any material defects in the Project Property.

13. HAZARDOUS WASTE MATERIAL:

GRANTORS hereby represent and warrant that during the period of GRANTOR'S ownership of the Project Property, there have been no disposals, releases or threatened releases of hazardous substances on, from, or under the Project Property. GRANTORS further represent and warrant that GRANTORS have no knowledge of any disposal, release, or threatened release of hazardous substances, on, from, or under the Project Property which may have occurred prior to GRANTOR'S taking title to the Project Property.

The acquisition price of the Project Property being acquired in this transaction reflects the fair market value of the Project Property without the presence of contamination. If the Project Property being acquired is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, the GRANTEE reserves the right to recover its clean-up costs from those who caused or contributed to the contamination or from the GRANTORS.

GRANTORS shall indemnify, defend with counsel acceptable to GRANTEE and hold harmless GRANTEE and GRANTEE'S officers, representatives, agents, and employees from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising in conjunction with or as a result of GRANTOR'S breach of any of its representations or warranties set forth in this Section 13, which representations and warranties shall survive close of escrow and recordation of the Permanent Easement Deed.

As used in this Agreement the term "hazardous substances" means any and all chemicals, substances, wastes or materials which have been or are hereafter determined by any federal, state or local governmental GRANTEE to be capable of posing risk of injury to health or safety, including, without limitation, petroleum, asbestos, polychlorinated biphenyls, radioactive materials and radon gas. GRANTOR'S obligations pursuant to this Section 13 shall survive the close of escrow and recordation of the Permanent Easement Deed.

14. 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.

15. GOVERNING LAW:

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

16. 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. GRANTORS are compelled to sell, and GRANTEE is compelled to acquire the Project Property. Both GRANTORS and GRANTEE recognize the expense, time, effort and risk to both GRANTORS 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.

17. 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.

18. 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.

19. 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 Grantors:
Edward and Evelina Silva
P.O. Box 1675
Gonzales, CA 93926

To Grantee:
County of Monterey
Randell Ishii
PWFDP DIRECTOR
1441 Schilling Place
Salinas, CA 93901

20. 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.

SIGNATURES CONTINUED ON THE FOLLOWING PAGE

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: Edward Silva Jr. and Evelina Marie Silva, Trustees F/B/O Silva Family Living Trust DTD February 9, 1996, Edward Silva AKA as Edward Silva Jr. and Evelyn Silva AKA Evelina Marie Silva, husband and wife; John Silva, a married man as his sole and separate property and Theresa Silva Amaral, a married woman, as her sole and separate property

Silva Family Living Trust DTD February 9, 1996

Edward Silva Jr

Evelina Marie Silva

Date: _____

Date: _____

Edward Silva AKA as Edward Silva Jr. and Evelyn Silva AKA Evelina Marie Silva, husband and wife

Edward Silva AKA as Edward Silva Jr.

Evelyn Silva AKA Evelina Marie Silva

Date: _____

Date: _____

~~John Silva, a married man as his sole and separate property~~

~~_____
John Silva~~

~~Date: _____~~

Theresa Silva Amaral, a married woman, as her sole and separate property



Theresa Silva Amaral

Date: 6/22/21

GRANTEE

**County of Monterey
Public Works, Facilities and Parks**

By: *Randell Ishii*
Randell Ishii
PWWP DIRECTOR

Date: *9 Jul 21*

**APPROVED AS TO FORM:
Office of the County Counsel
Leslie J. Girard**

By: *Mary Grace Perry*
Mary Grace Perry
Deputy County Counsel

Date: *29 July 2021*

**EXHIBIT "A" LEGAL
DESCRIPTION**

That certain real property situated in Rancho Paraje de Sanchez, County of Monterey, State of California, and being a portion of Parcel 6, as said parcel is shown and so designated on that certain map filed for record October 3, 2007 in Volume 22 of Parcel Maps, at Page 76, Records of Monterey County, said portion being more particularly described as follows:

Commencing at the most northerly corner of said Parcel 6, being a point on the southwesterly line of River Road, a County Road 60 feet wide; thence from said point and along said southwesterly road line

- a) S. 48°26'40" E., 353.84 feet; thence
 - b) S. 40°20'10" E., 1004.94 feet; thence
 - c) S. 48°15'10" E., 56.34 feet to the True Point of Beginning; thence from said True Point of Beginning and continuing along said southwesterly road line
- 1) S. 48°15'10" E., 100.00 feet to the intersection of said southwesterly line of River Road with the northwesterly line of Fairview Road, a County Road 50 feet wide, as constructed and travelled; thence leaving said southwesterly line of River Road and along said northwesterly line of Fairview Road
 - 2) S. 38°25'21" W., 75.00 feet; thence leaving said northwesterly road line
 - 3) 3) N. 48°15'10" W., 100.00 feet; thence
 - 4) N. 38°25'21" E., 75.00 feet to the Point of Beginning.

CONTAINING an area of 0.172 acres of land, more or less.

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 April

28, 2021

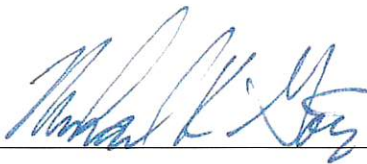
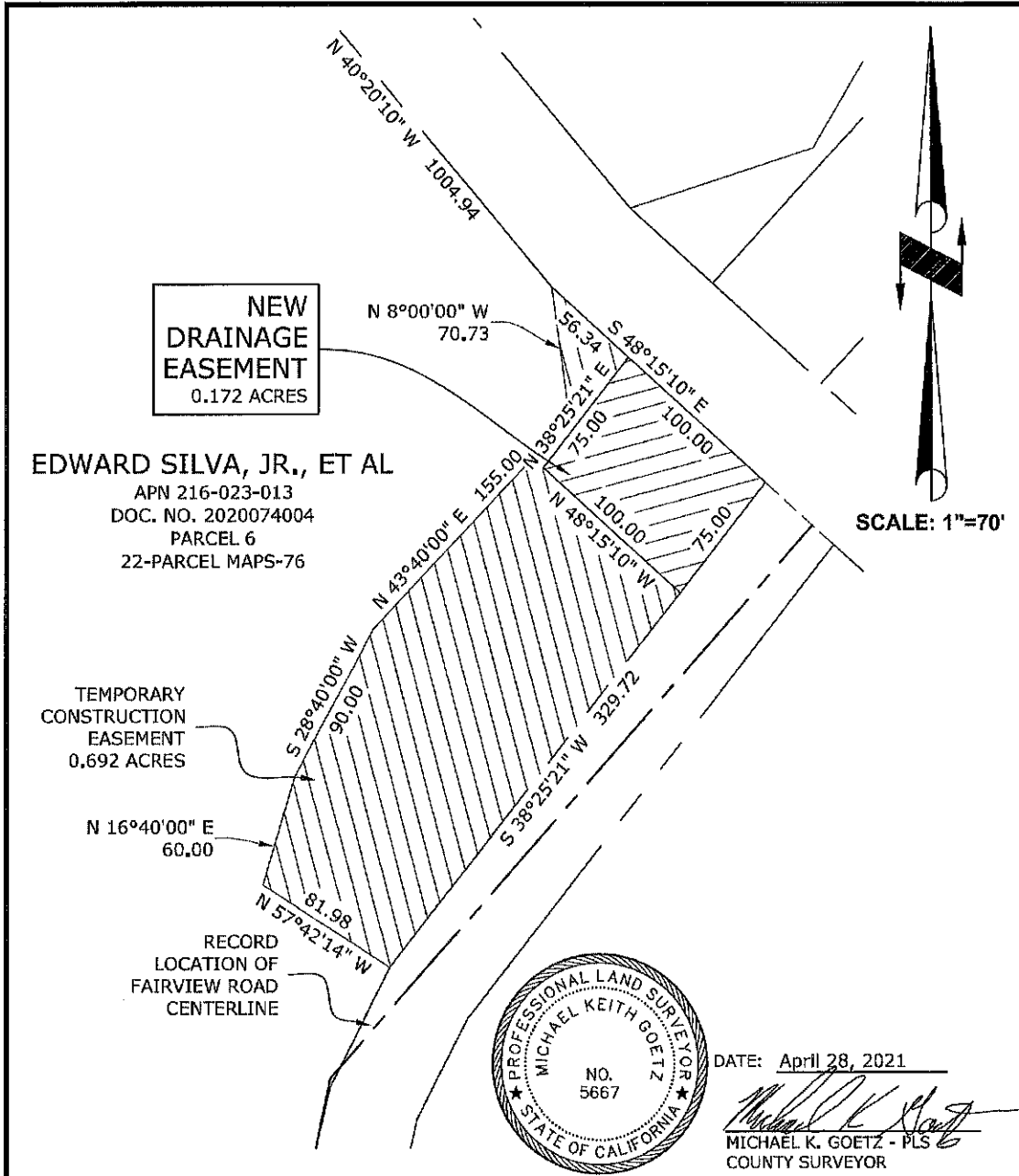




EXHIBIT "B"
DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT
 Plat Map



 <p align="center">COUNTY OF MONTEREY OFFICE OF THE COUNTY SURVEYOR 1441 SCHILLING PLACE, SOUTH 2ND FLOOR SALINAS, CALIFORNIA 93901 (831) 755-4925</p>	RIVER ROAD AT FAIRVIEW ROAD DRAINAGE JANUARY 2021 STORM EDWARD SILVA, JR., ET AL PROPERTY		
	TEMPORARY CONSTRUCTION EASEMENT		
	DATE 04/28/21 SCALE 1"=70'	DRAWING FAIRVIEW WASHOUT PLAT VIEW 216-923-013 TCE	SHEET 1 OF 1