

Project: Davis Road Bridge Project  
Grantors: Breschini, Storm Ranches, et al  
Parcel No.: 207-042-007

## **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, as to an undivided 25% interest; John W. Black, also known as John William Black, sole Trustee for the benefit of James R. Black, under the Will of Jeanette J. Black, deceased, as to an undivided 25% interest; Sandra C. Storm, Trustee of the Exemption Trust under the 1988 Storm Revocable Trust UDT dated April 15, 1988, as to an undivided 8.334% interest; Maurine Babicky, as her separate property, as to an undivided 8.333% interest; Constance Geritz, as her separate property, as to an undivided 8.333% interest; Trudy Haversat, also known as Gertrude Haversat, Trustee of the 2018 Breschini - Haversat Revocable Trust dated March 23, 2018, as to an undivided 20% interest; and Thomas Storm Breschini, as his separate property, as to an undivided 5% interest, (GRANTORS).

**The parties hereby agree as follows:**

### **1. PROPERTY:**

GRANTORS agree to sell, without warranty, express or implied and GRANTEE agrees to purchase certain land described in Exhibits "A", "B" and "C" (attached and incorporated by this reference) being a portion of property in Monterey County located at 183 Foster Road, Salinas, California, further identified as APN 207-042-007 for use by GRANTEE on the Davis Road Bridge Project (the Project Property). GRANTORS agree to grant a Permanent Roadway Easement, Permanent Utility Easement and Temporary Construction Easement (TCE) on the terms and conditions set forth in this Agreement. The form of the Permanent Easement Deed is as depicted in Exhibit "A" and the Permanent Utility Easement Deed is as depicted in Exhibit "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 Deeds shall be executed and delivered by GRANTORS to Steve Harris, Project Manager for Overland, Pacific & Cutler, LLC, acting for the GRANTEE for the purpose of placing the Permanent Easement Deeds into escrow. Prior to placing the Permanent Easements into escrow, the

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purchase of the Project Property must be approved by the Monterey County Board of Supervisors. The Permanent Easement Deeds 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 Deeds until such time as the Permanent Easement Deeds are recorded in the Official Records of Monterey County, California in accordance with written escrow instructions delivered to escrow by GRANTEE and GRANTORS. The Temporary Construction Easement Deed will not be recorded and is required for the project.

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 GRANTORS, GRANTORS shall complete, execute and deliver to Escrow Holder (i) an affidavit executed by GRANTORS certifying that GRANTORS are 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 Grantors as required by the California Taxation and Revenue Code, certifying that GRANTORS are 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 Permanent Easements and Temporary Construction Easement is THREE HUNDRED TEN THOUSAND ONE HUNDRED FIFTY-THREE AND NO/100 DOLLARS (\$310,153.00). GRANTEE shall deliver the purchase price into escrow promptly after delivery of the Permanent Roadway Easement Deed and Permanent Utility Easement Deed into escrow. GRANTORS shall, by Grant of Easements, 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 STORM RANCH PARTNERSHIP 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 GRANTORS, 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. GRANTORS shall provide good, marketable title to the Permanent Easements, subject to the Permitted Exceptions (Monterey County will take title subject to all exceptions other than tax liens) showing the Permanent Easement interests to the Permanent Easements vested in Grantee, subject only to the Permitted Exceptions. GRANTEE shall pay all costs of escrow and recording fees incurred in this transaction.

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**4. PERMANENT EASEMENTS:**

Permission is hereby granted to the GRANTEE and its authorized agents and contractors to enter on GRANTOR'S land, within the Permanent Roadway Easement and Permanent Utility Easement areas described in the documents 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 GRANTORS for GRANTOR's use.

**5. 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 thirty-six (36) months from the date of execution of this Agreement and deposit of funds into escrow as documented by Chicago Title Company. 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. GRANTEE shall restore the TCE area to the condition that existed prior to GRANTEE's project construction.

**6. PRORATION OF TAXES:**

GRANTORS authorize 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.

**7. CONDITION OF ESCROW:**

As a condition 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). Escrow to close on or before April 28, 2023, if the escrow instructions controlling this transaction have been met by Grantors.

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**8. 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.

**9. 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. GRANTEE shall provide Grantor and Grantors tenant a 120 day written notice prior to construction to allow for Grantors irrigation facilities within the Permanent Easement Area to be relocated.

**10. 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.

**11. GOVERNING LAW:**

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

**12. 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.

**13. 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.

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**14. INDEMNITY:**

To the greatest extent permitted by law, GRANTEE will indemnify, defend, and hold GRANTORS and their successors 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 the Permanent Utility Easement; and (b) GRANTEE'S maintenance or repair of the improvements located within the Permanent Roadway Easement and the Permanent Utility Easement; and (c) the use of the Temporary Construction Easement.

**15. 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.

**16. 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:**  
Storm Ranches  
c/o Steve Storm  
P.O. Box 7345  
Spreckles, CA 93962

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

**17. 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.

**(INTENTIONALLY LEFT BLANK)**

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**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.**

**GRANTORS**

**Storm Ranches,  
a California General Partnership**

By: *Stephen Storm*

Date: *4/3/23*

Print Name: *STEPHEN STORM*

Title: *PARTNER*

By: *James Storm*

Print Name: *JAMES STORM*

Title: *PARTNER*

**John W. Black, also known as John William  
Black, sole Trustee for the benefit of James  
R. Black, under the Will of Jeanette J. Black,  
deceased**

By: \_\_\_\_\_

Date: \_\_\_\_\_

John W. Black, also known as  
John William Black, sole Trustee

**The Exemption Trust under the 1988 Storm  
Revocable Trust UDT dated April 15, 1988**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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**AGREEMENTS FOR PURCHASE OF PROJECT PROPERTY ARE  
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**IN WITNESS WHEREOF, the parties have executed this Agreement the day and  
year written below.**

**GRANTORS**

**Storm Ranches,  
a California General Partnership**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**John W. Black, also known as John William  
Black, sole Trustee for the benefit of James  
R. Black, under the Will of Jeanette J. Black,  
deceased**

*John W. Black*  
TRUSTEE

By: \_\_\_\_\_

Date: 4-5-23

John W. Black, also known as  
John William Black, sole Trustee

**The Exemption Trust under the 1988 Storm  
Revocable Trust UDT dated April 15, 1988**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Sandra C. Storm, Trustee

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**AGREEMENTS FOR PURCHASE OF PROJECT PROPERTY ARE  
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**IN WITNESS WHEREOF, the parties have executed this Agreement the day and  
year written below.**

**GRANTORS**

**Storm Ranches,  
a California General Partnership**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**John W. Black, also known as John William  
Black, sole Trustee for the benefit of James  
R. Black, under the Will of Jeanette J. Black,  
deceased**

By: \_\_\_\_\_ Date: \_\_\_\_\_

John W. Black, also known as  
John William Black, sole Trustee

**The Exemption Trust under the 1988 Storm  
Revocable Trust UDT dated April 15, 1988**

By: Sandra C. Storm, Trustee Date: 4-25-23  
Sandra C. Storm, Trustee



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**GRANTORS (Continued)**

By: Maurine Babicky  
Maurine Babicky

Date: 16 April 2023

By: \_\_\_\_\_  
Constance Geritz

Date: \_\_\_\_\_

**The 2018 Breschini - Haversat Revocable  
Trust dated March 23, 2018**

By: \_\_\_\_\_  
Trudy Haversat, also known as  
Gertrude Haversat, Trustee

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas Storm Breschini

Date: \_\_\_\_\_

**GRANTEE**

**County of Monterey**

By: \_\_\_\_\_  
Randell Ishii  
PWFP DIRECTOR

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
County Counsel

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date: \_\_\_\_\_

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**GRANTORS (Continued)**

By: \_\_\_\_\_  
Maurine Babicky

Date: \_\_\_\_\_

By: Constance Storm  
Constance Storm

Date: 6/5/23

**The 2018 Breschini - Haversat Revocable  
Trust dated March 23, 2018**

By: \_\_\_\_\_  
Trudy Haversat, also known as  
Gertrude Haversat, Trustee

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas Storm Breschini

Date: \_\_\_\_\_

**GRANTEE**

**County of Monterey**

By: \_\_\_\_\_  
Randell Ishii  
PWFP DIRECTOR

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
County Counsel

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date: \_\_\_\_\_

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Sandra C. Storm, Trustee

**GRANTORS (Continued)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Maurine Babicky

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Constance Geritz

**The 2018 Breschini - Haversat Revocable Trust dated March 23, 2018**

By: Trudy Haversat AKA Gertrude Haversat Date: April 3, 2023  
Trudy Haversat, also known as  
Gertrude Haversat, Trustee

By: Thomas Storm Breschini by Estela Breschini Date: 4-04-2023  
Thomas Storm Breschini attorney in fact

**GRANTEE**

**County of Monterey**

By: \_\_\_\_\_  
Randell Ishii  
PWFDP DIRECTOR

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
County Counsel

By: <sup>DocuSigned by:</sup> Mary Grace Perry 8/15/2023 | 12:33 PM PDT  
<sub>A1933B26E717442...</sub>  
Mary Grace Perry

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

Situate in Rancho Nacional, County of Monterey, State of California, and being a portion of that certain 76.79 acre parcel of land described as Item No. 1 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, said portion being more particularly described as follows:

Beginning at a point on the southwesterly boundary of said 76.79 acre parcel from which the most westerly corner of said 76.79 acre parcel bears N. 40°34'38" W., 32.03 feet distant, said point also being on the southeasterly line of Davis Road, a County Road, and being the most southerly corner of the road widening parcel described as Parcel No. 2 in that certain 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 from said Point of Beginning and leaving said parcel boundary and along said southeasterly road line

- 1) N. 36°21'51" E., 1808.09 feet (N. 34°21'15" E., 1807.98 feet, deed); thence tangentially curving
- 2) Northeasterly along the arc of a circular curve to the right with a radius of 12462.55 feet, (the center of which bears S. 53°38'09" E., 12462.55 feet distant) through a central angle of 1°05'45" for an arc distance of 238.36 feet (radius 12462.00, central angle 1°05'45", distance 238.35, deed); thence leaving said curve and tangent thereto
- 3) N. 37°27'36" E., 112.51 feet (N. 35°27' E., 112.52 feet, deed); thence tangentially curving
- 4) Easterly along the arc of a circular curve to the right with a radius of 75.00 feet, (the center of which bears S. 52°32'24" E., 75.00 feet distant) through a central angle of 89°21'25" for an arc distance of 116.97 feet to the most easterly corner of said road widening parcel; thence leaving said road line and said curve and radial thereto
- 5) N. 36°49'01" E., 3.18 feet to a point on the southwesterly line of Foster Road, a County Road as widened by that five foot strip of land conveyed to the County of Monterey from Nell H. Storm by deed dated November 23, 1932 and recorded November 29, 1932 in Volume 349 of Official Records, at Page 357, Records of Monterey County; thence leaving said radial line and along said southwesterly road line
- 6) S. 53°05'40" E., 23.01 feet; thence leaving said southwesterly road line
- 7) S. 74°53'39" W., 29.01 feet; thence
- 8) S. 37°09'44" W., 1416.00 feet; thence
- 9) S. 24°57'04" W., 280.97 feet; thence
- 10) S. 36°21'51" W., 168.96 feet to a point on the northeasterly line of an electric pole line easement, 40 feet wide, conveyed from Ralph H. Storm, et al, to

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Pacific Gas and Electric Company, dated May 11, 1956, and recorded June 25, 1956 in Volume 1717 of Official Records, at Page 212, Records of Monterey County; thence along said easement line

- 11) N. 36°59'07" W., 82.76 feet (N. 38°30' W., deed); thence leaving said easement line
- 12) S. 36°44'08" W., 385.31 feet to the aforesaid southwesterly boundary of said 76.79 acre parcel; thence along said southwesterly boundary
- 13) N. 40°34'38" W., 40.11 feet (N. 42°24' W., deed) to the Point of Beginning.

CONTAINING an area of 3.803 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.

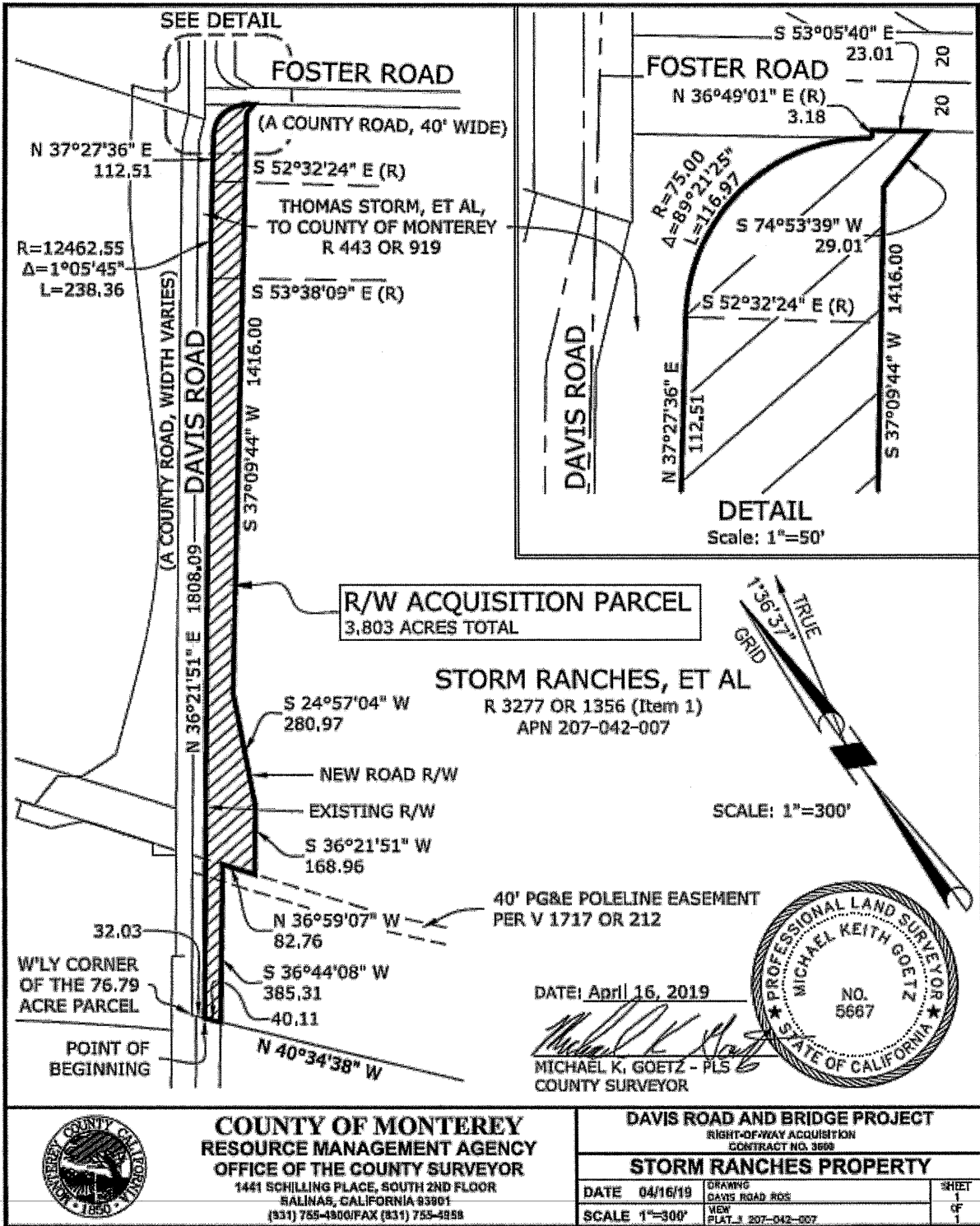


Michael K. Goetz – PLS 5667  
County Surveyor  
Monterey County, California

April 16, 2019



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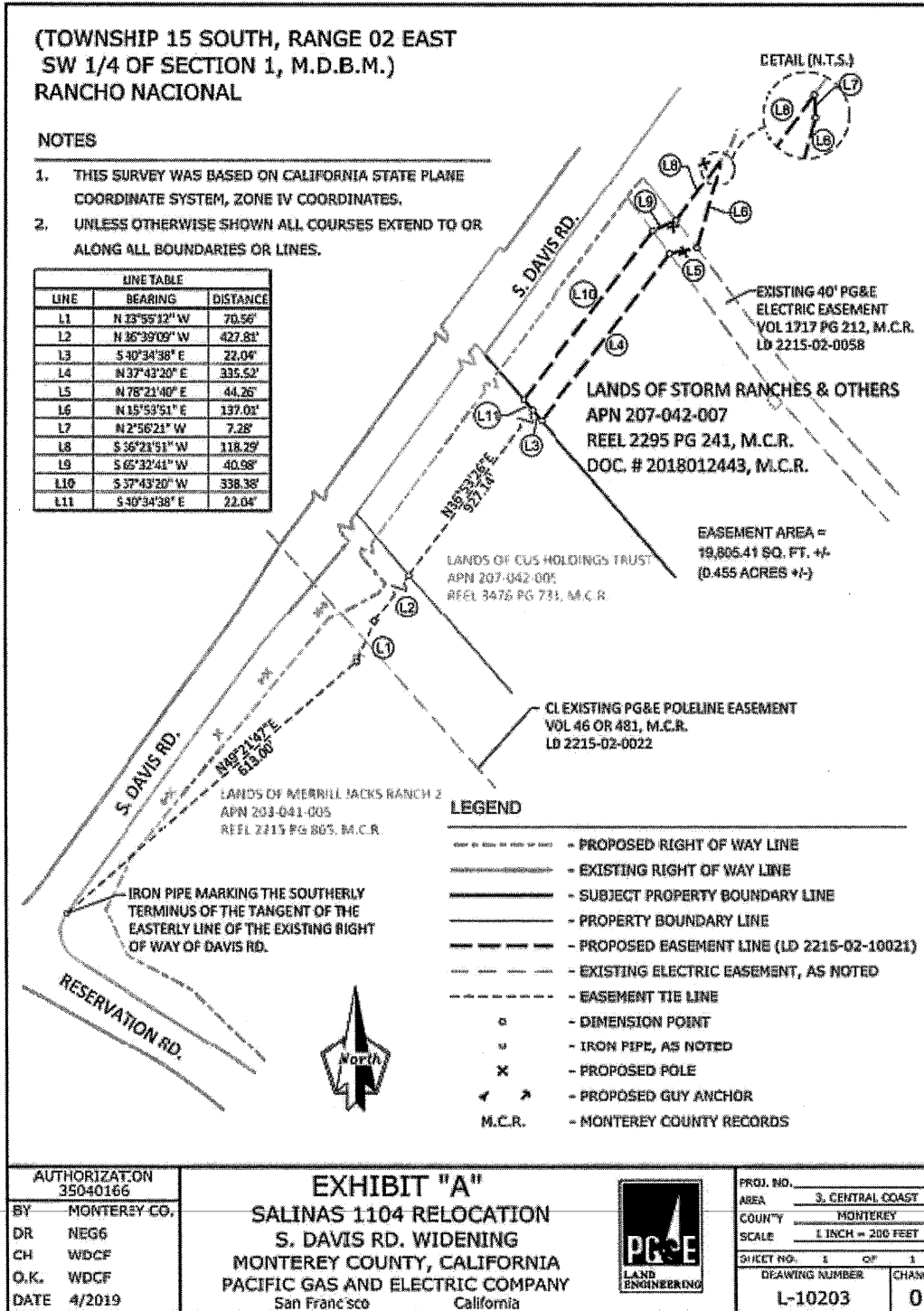


**COUNTY OF MONTEREY**  
**RESOURCE MANAGEMENT AGENCY**  
**OFFICE OF THE COUNTY SURVEYOR**  
 1441 SCHILLING PLACE, SOUTH 2ND FLOOR  
 SALINAS, CALIFORNIA 93901  
 (831) 765-4800/FAX (831) 755-4858

<b>DAVIS ROAD AND BRIDGE PROJECT</b>		
RIGHT-OF-WAY ACQUISITION CONTRACT NO. 3698		
<b>STORM RANCHES PROPERTY</b>		
DATE 04/16/19	DRAWING DAVIS ROAD RDS	SHEET 1 OF 1
SCALE 1"=300'	NEW PLAT-J 207-042-007	

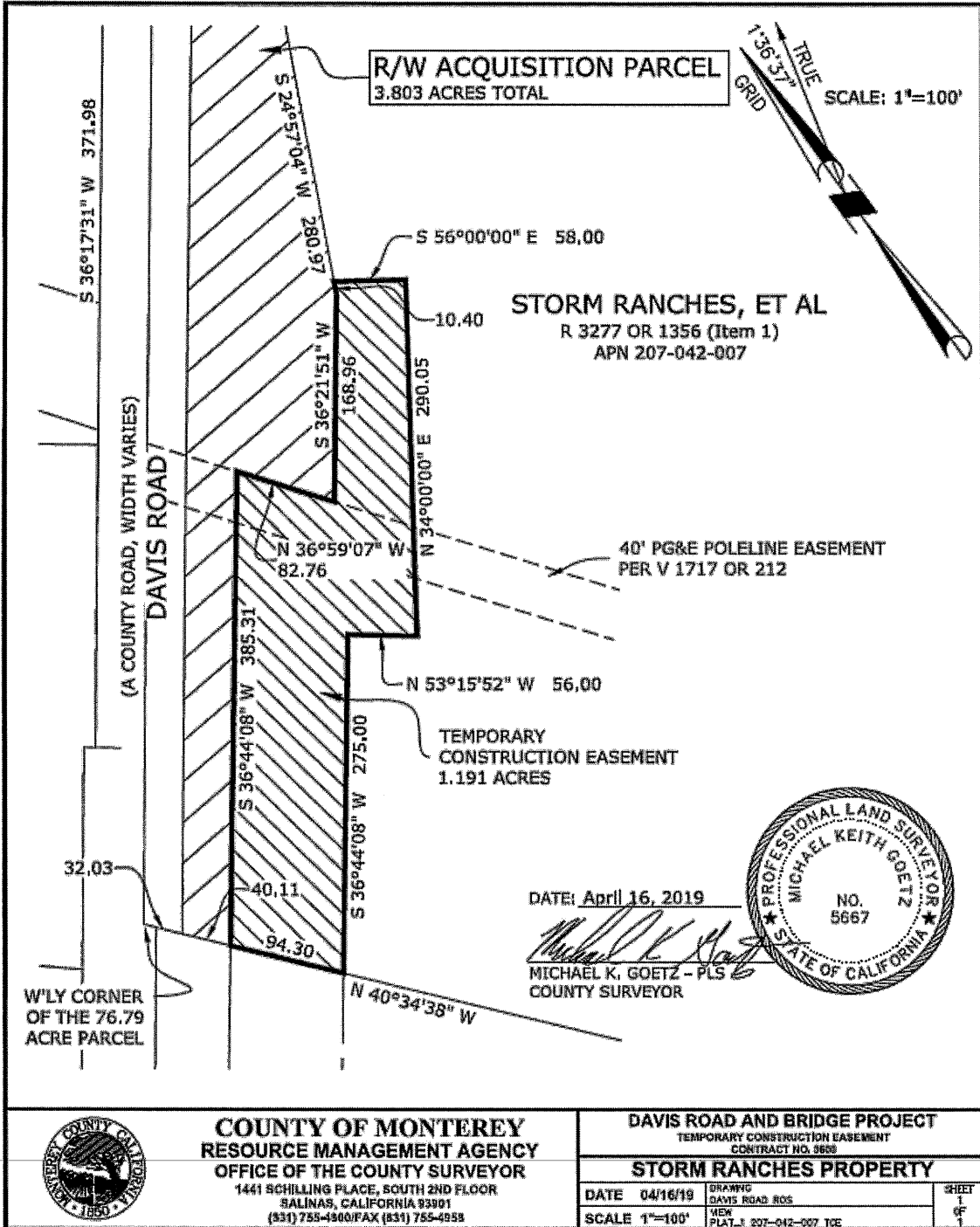
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**EXHIBIT "B"**  
**PG&E UTILITY EASEMENT**  
 Plat Map



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**EXHIBIT "C"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 Plat Map



**COUNTY OF MONTEREY**  
**RESOURCE MANAGEMENT AGENCY**  
**OFFICE OF THE COUNTY SURVEYOR**  
 1441 SCHILLING PLACE, SOUTH 2ND FLOOR  
 SALINAS, CALIFORNIA 93901  
 (831) 755-4900/FAX (831) 755-4958

<b>DAVIS ROAD AND BRIDGE PROJECT</b>		
TEMPORARY CONSTRUCTION EASEMENT CONTRACT NO. 0600		
<b>STORM RANCHES PROPERTY</b>		
DATE 04/16/19	DRAWING DAVIS ROAD ROS	SHEET 1 OF 1
SCALE 1"=100'	KEY PLAT 1 207-042-007 TCE	