

## REAL PROPERTY PURCHASE AGREEMENT

This Real Property Purchase Agreement (the "Agreement") is entered into by and between:

Raymond C. Barker and Carol S. Barker, Co-Trustees of the BARKER LIVING TRUST dated 12/20/93, (the "Grantor") and the County of Monterey, a Political Subdivision of the State of California (the "County"), collectively, shall hereafter be referred to as the "Parties".

WHEREAS, Grantor owns certain unimproved real property located in unincorporated Monterey County, State of California, containing approximately 2,183 acres identified as APN 421-221-003 (hereinafter the "Grantor's Property"); and

WHEREAS, County is in the process of implementing the Peach Tree Road Bridge Improvement project including without limitation the acquisition of slope and utility easements for the purpose of constructing and maintaining improvements to Peach Tree Road and a temporary construction easement during the term of the project; and

WHEREAS, Grantor desires to sell and County desires to purchase a slope and utility easement and a temporary construction easement over and upon Grantor's Property (collectively "Easement Property"), subject the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Grantor hereby agree as follows:

1. Grantor agrees to sell to County and County agrees to purchase from Grantor the Easement Property subject to the terms and conditions set in this Agreement.
2. The Slope and Utility Easement Grant Deed attached hereto as Attachment 1, incorporated herein by this reference, has been executed and delivered to the Escrow Holder, as described in Clause 9, concurrently with the execution of this Agreement.
3. It is agreed and confirmed by and between the Parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Slope and Utility Easement, described in Attachment 1, by the County shall commence on the close of escrow controlling this transaction and the amount shown in Clause 6 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
4. Grantor further conveys to County for the purpose of facilitating project construction a Temporary Construction Easement (TCE) over and across portions of Grantor's Property. Said Temporary Construction Easement (TCE) is described in Attachment 2 attached hereto and made a part hereof. Said Temporary Construction Easement (TCE) shall commence upon the date project construction starts as indicated in a written notice to Grantor and shall expire upon satisfactory completion of said construction project not to exceed 24 months in duration from the

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start of construction. The amount payable as shown in Clause 6 below includes payment for this Temporary Construction Easement (TCE).

5. The Parties have herein set forth the whole of their agreement and no obligations other than those set herein, unless amended in writing, will be recognized. The performance of this Agreement constitutes the entire consideration for the Slope and Utility Easement Grant Deed delivered to the County, as well as the Temporary Construction Easement.

6. The County shall pay the Grantor the sum ("Purchase Price") of One Thousand Dollars (\$1,000.00), all cash, and is payable upon final acceptance by the County and the close of escrow.

7. To the best of Grantor's actual knowledge, Grantor warrants that there are no unrecorded encumbrances, including, but not limited to, liens, oral or written leases exceeding a period of one month, easements or licenses on all or any portion of the Easement Property. Grantor further agrees to hold the County harmless and defend and reimburse the County for any and all of its losses and expenses including reasonable attorney fees, occasioned by Grantor's breach of this warranty. If the Easement Property is leased for a period exceeding one month, Grantor will obtain a Consent to County's proposed use from all lessees or take all necessary steps to evict the lessees occupying the Easement Property.

Grantors represent and warrant that they are the owner of the Easement Property and have the exclusive right and power to grant the Easement Property. The undersigned grantors covenant and agree to indemnify and hold the County harmless from any and all claims that other parties may make or assert on the title to the Easement Property.

Each representation and warranty contained in Clause 7 shall survive the closing date of escrow, and shall not merge with delivery to grantee of the deed; is material and is being relied upon by the other party; and is true in all respects as of the effective date of this agreement.

8. It is also understood and agreed by and between the Parties hereto that County will at no expense to Grantor and at the time of project construction perform the following, but not limited to, work:

- a. Provide vehicle access to the Grantor's Property at all times during the construction of the project.
- b. Relocate or reconstruction in kind, as necessary, all existing property fencing, mail box and other such owner impacted property, if any, to new property line.

9. This transaction will be handled through an internal escrow by Monterey County, 168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901. County shall pay any title insurance premiums, escrow, cancellations and recording fees and all other closing costs.

10. Grantor is selling the Easement Property to County "As Is" in its current condition with all faults and without representation or warranty. Grantor makes no representation or warranty as to the suitability of the Easement Property for County's project or purposes.

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11. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

12. Each party shall bear its own attorneys' fees and expenses in the preparation and review of this Agreement.

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

14. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

This Agreement includes the following, which are attached hereto and made a part hereof:

Attachment 1 – Public Utilities and Slope Easement Deed with attached Exhibit A  
Attachment 2 – Plat of Temporary Construction Easement

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

Grantor

BARKER LIVING TRUST

By

Raymond C Barker By  
Co-Trustee

County

COUNTY OF MONTEREY

\_\_\_\_\_  
Robert K. Murdoch, P.E.  
Director of Public Works

Date

10-1-2014

Date

\_\_\_\_\_

By

Carol S Barker  
Co-Trustee

Date

10/1/14

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APPROVED AS TO FORM:

**COUNTY COUNSEL**

By *Cynthia L. Hasson*  
Cynthia L. Hasson,  
Deputy County Counsel

Date 12-11-14

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**ATTACHMENT 1**

When recorded, please return to: )  
 )  
 )  
 )  
 )  
 County Clerk )  
 County of Monterey )  
 168 W. Alisal Street, 1<sup>st</sup> Floor )  
 Salinas, CA 93901-4371 )  
 )  
 )  
 )  
 )

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No recording fee required; this document is exempt from fee  
pursuant to Sections 6103 and 27383 of the California  
Government Code. This deed is exempt from tax pursuant  
to Section 11922 of the California Revenue and Taxation Code.

(Space above this line for Recorder's use)

**APN: 421-221-003**

**PUBLIC UTILITIES AND SLOPE EASEMENT DEED**

Resolution No. \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**Raymond C. Barker and Carol S. Barker, Co-Trustees of The Barker Living Trust dated  
12/20/93,**

hereby GRANT(S) to the COUNTY OF MONTEREY, a Political Subdivision of the State of California, a public utilities and slope easement for roadway and maintenance purpose and all other incidentals thereto, including the right to construct, maintain, reconstruct erect, and repair said county path and public utilities over and across the real property located in the County of Monterey described in Exhibit A attached hereto and made a part hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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Raymond C. Barker

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Carol S. Barker

APROVED AS TO FORM:  
CHARLES J. MC KEE, COUNTY COUNSEL

By: \_\_\_\_\_  
Cynthia L. Hasson  
Deputy County Counsel

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**EXHIBIT "A"**

**LEGAL DESCRIPTION  
PUBLIC UTILITIES AND SLOPE EASEMENT**

Situate in Section 22, Township 21 South, Range 12 East, Mount Diablo Meridian, in the County of Monterey, State of California, and being a portion that certain parcel of land conveyed by deed from Raymond C. Barker, et ux, to The Barker Living Trust dated 12/20/93, dated January 5, 1994, and recorded February 4, 1994 in Reel 3063 of Official Records, at Page 494, Records of Monterey County, California, said portion being more particularly described as follows:

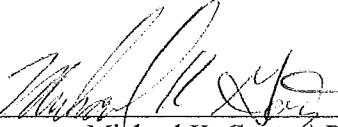
Commencing at a point on the northeasterly line of Peach Tree Road, a County Road 60 feet wide, from which the West 1/4 Corner of said Section 22 bears N.  $67^{\circ}29'53''$  W., 1252.91 feet distant; thence from said point of commencement along the following three courses to the True Point of Beginning

- a) Curving along said northeasterly road line Northwesterly along the arc of a circular curve to the left (the center of which bears S.  $73^{\circ}07'49''$  W., 930.00 feet distant) through a central angle of  $05^{\circ}21'07''$  for an arc distance of 86.87 feet; thence leaving said curve and tangent thereto
- b) N.  $22^{\circ}13'18''$  W., 85.90 feet; thence
- c) S.  $67^{\circ}46'42''$  W., 60.00 feet to the True Point of Beginning being a point on the southwesterly line of said Peach Tree Road; thence from said True Point of Beginning and along said southwesterly road line

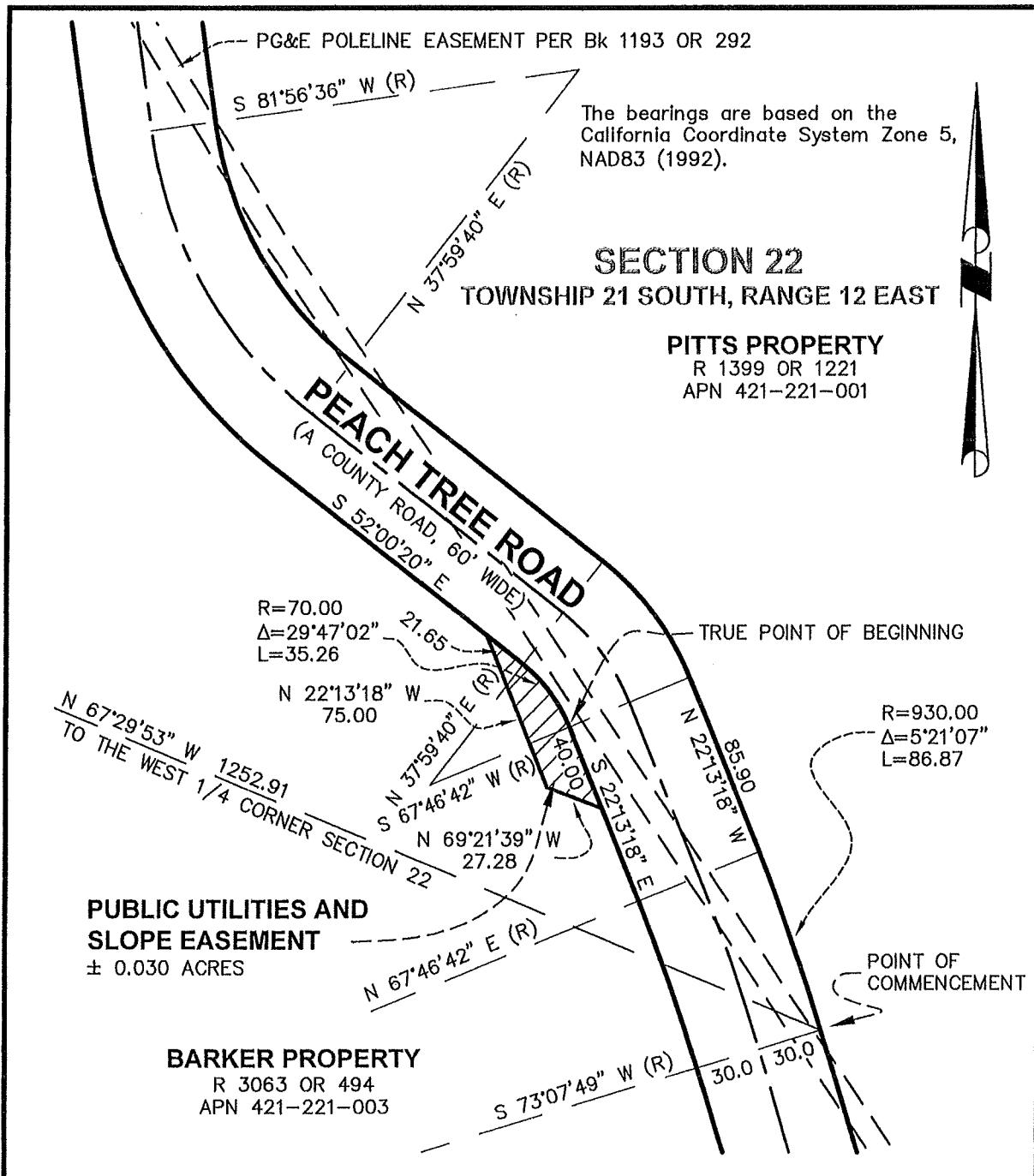
- 1) S.  $22^{\circ}13'18''$  E., 40.00 feet; thence leaving said southwesterly road line
- 2) N.  $69^{\circ}21'39''$  W., 27.28 feet; thence
- 3) N.  $22^{\circ}13'18''$  W., 75.00 feet to a point on said southwesterly line of Peach Tree Road; thence along said southwesterly road line
- 4) S.  $52^{\circ}00'20''$  E., 21.65 feet; thence tangentially curving
- 5) Southeasterly along the arc of a circular curve to the right (the center of which bears S.  $37^{\circ}59'40''$  W., 70.00 feet distant) through a central angle of  $29^{\circ}47'02''$  for an arc distance of 35.26 feet to the point of beginning.

Containing 0.030 acres of land, more or less.

Prepared by:  11-12-13  
Michael K. Goetz PLS 5667  
County Surveyor – Monterey County



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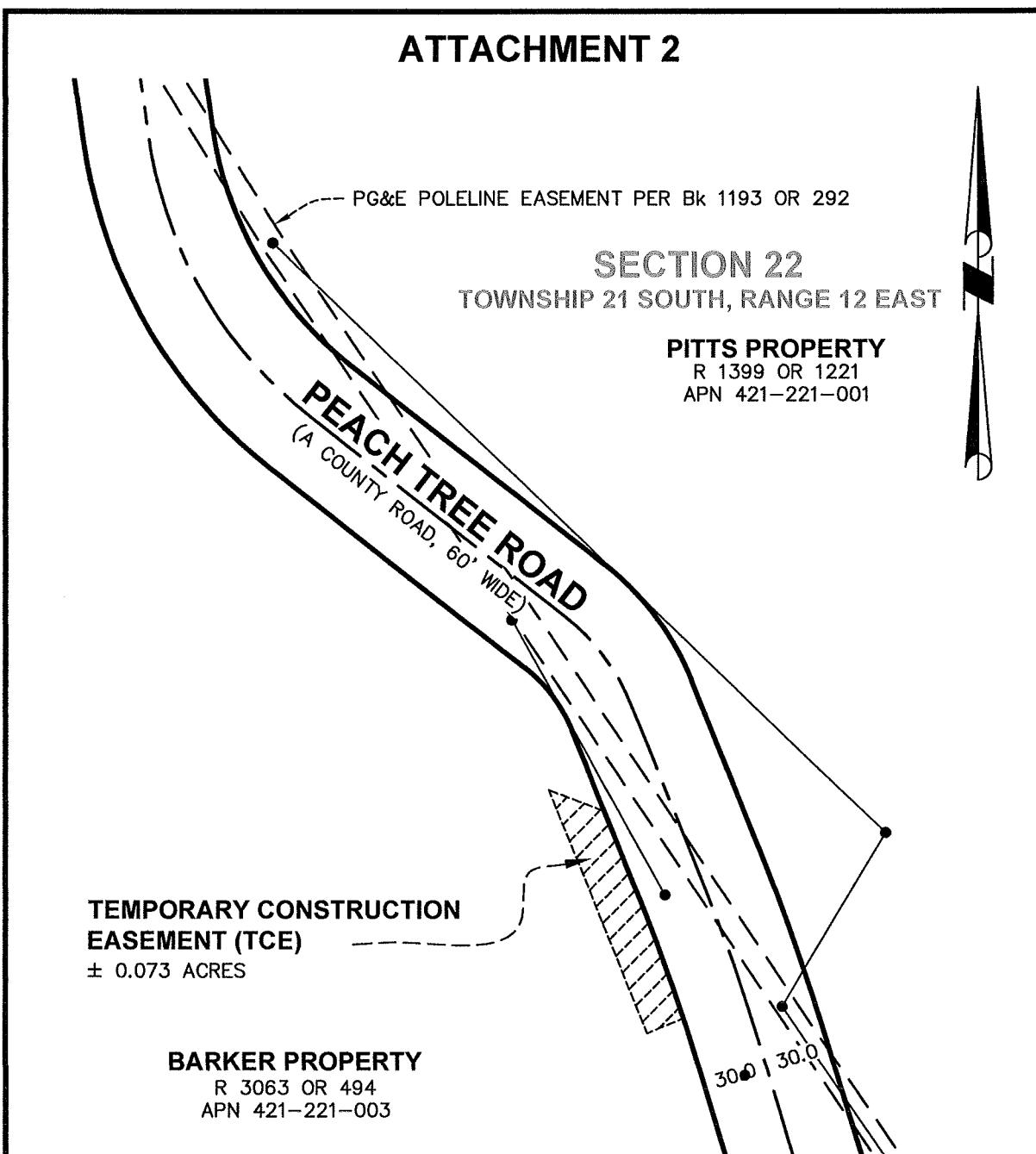
**COUNTY OF MONTEREY**  
RESOURCE MANAGEMENT AGENCY  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COUNTY SURVEYOR  
168 WEST ALISAL STREET, 2ND FLOOR  
SALINAS, CALIFORNIA 93901  
(831) 765-4800/FAX (831) 765-4958

**PEACH TREE BRIDGE**  
PROJECT NO. 2201  
BARKER PROPERTY

**UTILITY & SLOPE EASEMENTS**

| DATE  | 11/12/13 | DRAWING | SHEET        |
|-------|----------|---------|--------------|
| SCALE | 1"=60    | VIEW    | 1<br>OF<br>1 |

## ATTACHMENT 2



**COUNTY OF MONTEREY**  
RESOURCE MANAGEMENT AGENCY  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COUNTY SURVEYOR  
168 WEST ALISAL STREET, 2ND FLOOR  
SALINAS, CALIFORNIA 93901  
(831) 755-4800/FAX (831) 755-4958

**ATTACHMENT 2**  
PEACH TREE BRIDGE  
BARKER PROPERTY

### TEMPORARY CONSTRUCTION EASEMENT

|       |          |                    |              |
|-------|----------|--------------------|--------------|
| DATE  | 05/16/14 | DRAWING            | SHEET        |
| SCALE | 1"=60    | VIEW<br>BARKER TOE | 1<br>OF<br>1 |