

Project: Castroville Bicycle/Pedestrian Project
Grantor: Dubach Family
Parcels No.: 133-081-007

AGREEMENT FOR PURCHASE OF PROPERTY

This Agreement for Purchase of Property is between the County of Monterey, a political subdivision of the State of California (Grantee), and **The Dubach Family, LP, a California Limited Partnership** (Grantor).

The parties hereby agree as follows:

1. **PROPERTY.**

Grantor agrees to sell and Grantee agrees to purchase certain land described in Exhibit "A", being a portion of property in Monterey County APN 133-081-007 for use by Grantee on the Castroville Bicycle/Pedestrian Path and Railroad Crossing Project (Project), (**Project Property**). Specifically, Grantor agrees to grant a Permanent Easement, a Public Utility Easement (PUE) and a 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 B, and the Public Utility Easement as depicted in Exhibit C.

2. **DELIVERY OF DOCUMENTS.**

Concurrently with the execution of this Agreement, the Permanent Easement Deed and the Public Utility Easement (PUE) shall be executed and delivered by Grantor to Vanessa Cothran, Acquisition Agent for Universal Field Services, acting for the Grantee for the purpose of placing the Permanent Easement Deed and PUE into escrow. Prior to placing the Permanent Easement Deed and PUE into escrow, the purchase of the Project Property must be approved by the Monterey County Board of Supervisors. The Permanent Easement Deed and PUE 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 or PUE until such time as the Permanent Easement Deed and PUE are recorded in the Official Records of Monterey County, California in accordance with written escrow instructions delivered to escrow by Grantee and Grantor.

This transaction shall be handled through an escrow with Chicago Title and Escrow Company, 50 Winham Street, Salinas, CA 93901 c/o Maryrose Mancha, Order No. 14-52611216-MM. 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 a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3), and meeting the requirements of Internal Revenue Code Section 1445(b)(2), and (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.

3. **PURCHASE PRICE AND TITLE.**

The purchase price for the Permanent Easement Deed is two thousand seven hundred ninety-six dollars and no cents (\$2,796.00), for the PUE is five thousand seven hundred thirty dollars and no cents (\$5,730.00), and for the TCE is eight hundred fifty-three dollars and no cents (\$853.00), for a total of **NINE THOUSAND THREE HUNDRED SEVENTY-NINE DOLLARS AND NO CENTS (\$9,379.00)**. Upon delivery of the Permanent Easement Deed and PUE into escrow, Title Company shall promptly deliver to Grantee a current preliminary title report. Grantee shall have ten (10) days from date of receipt report in which to review and approve the condition of title. Failure to remove the condition of title within said (10) days shall be deemed approval. Exceptions to title as disclosed in the preliminary title report and as approved by Grantee shall be conclusively deemed to be the "Permitted Exceptions".

Grantee shall deliver the purchase price into escrow promptly after delivery of the Permanent Easement Deed and PUE into escrow. Grantor shall, by Grant of Easement, grant to Grantee the Project Property, free and clear of title defects, liens, and encumbrances that would render the Easements unsuitable for its intended purpose.

Escrow agent shall deliver the purchase price 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 liens, encumbrances, taxes, assessments and leases recorded and unrecorded, except for the Permitted Exceptions. Good, marketable and insurable easement interest to the Permanent Easement and PUE, subject only to the Permitted Exceptions, shall be evidenced by a CLTA extended coverage owner's policy of title insurance ("Title Policy"), with survey exception if Grantee elects not to obtain a CLTA survey for the Property. The Title Policy shall be in the amount of the Purchase Price, showing easement interest to the Permanent Easement and PUE vested in Grantee, subject only to the Permitted Exceptions. It shall be a condition precedent to Grantee's obligations under this Agreement that escrow holder is able to issue the Title Policy to Grantee upon the close of escrow.

Grantee shall pay all costs of escrow and recording fees incurred in this transaction.

4. **TEMPORARY CONSTRUCTION EASEMENT.**

Permission is hereby granted to the Grantee and its authorized agents and contractors to enter on Grantor's land, within the temporary construction easement area described in the documents delivered herewith, for construction access and construction activities, and for the purpose of conforming such driveway and walkway areas, and for the purpose of resloping and replanting affected landscaping, where necessary.

- a. Grantee and its authorized agents and contractors, at the time of construction, shall reconstruct all improvements including in-kind farm road and right-of-way fence.
- b. The temporary construction easement is for a period of ten months from the start of construction. The County of Monterey will provide a written request sixty (60) days prior to commencement of construction. In the event Grantee occupies the Property beyond the specified time period, at the request of the Grantor, the Grantee shall make

payment to Grantor for the additional time on the same per month basis of valuation for the first year.

- c. This temporary construction easement is necessary for the purpose of constructing the Project. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to the construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.
- d. The Temporary Construction Easement hereby granted is to be kept open and free of buildings, structures, and wells of any kind during the term of this temporary construction easement.

5. PUBLIC UTILITY EASEMENT

Permission is hereby granted to the Grantee and its authorized agents and contractors to enter on Grantor's land, within the public utility easement area described in the documents delivered herewith, for the purposes described in the PUE attached hereto as Exhibit C.

6. PERMANENT EASEMENT

Permission is hereby granted to the Grantee and its authorized agents and contractors to enter on Grantor's land, within the permanent easement area described in the documents delivered herewith, for rights of way for the purpose of constructing a public bike path.

7. 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, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Project Property.

8. WARRANTY OF STATUS OF TITLE

As a covenant that will survive the close of escrow, Grantor warrants that Grantor is 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.

9. EASEMENTS WARRANTY

Grantor warrants to Grantee that the title conveyed to Grantor will not be encumbered by any easements, licenses, or other rights not disclosed by the public record.

10. LEASE WARRANTY.

Grantor warrants that there are no oral or written leases on any portion of the Project Property and Grantor 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.

11. DISMISSAL OF ACTION IN EMINENT DOMAIN; SATISFACTION OF ALL CLAIMS.

Grantor consents to the dismissal of any eminent domain action involving the Project Property and waives any and all claims to any monies that may now be on deposit in such action. The purchase price for the Project Property and the other consideration set forth herein constitutes a complete settlement of all rights of Grantor to just compensation and to claim, assess or receive severance, inverse condemnation or other eminent domain damages arising from or related to the acquisition of the Project Property by Grantee.

12. POSSESSION.

Grantee shall have the right of possession and use of the Permanent Easement and PUE including the right to remove and dispose of improvements. Such possession shall commence at the time of recordation. Possession of the TCE shall commence as described in Section 4 of this Agreement.

13. IMPROVEMENTS.

Except as may be otherwise provided herein, the purchase price for the Project Property includes compensation for any and all improvements.

14. WARRANTY AGAINST MATERIAL DEFECTS

Grantor has no knowledge, actual or constructive, of any material defects in the Project Property.

15. HAZARDOUS WASTE MATERIAL

The Grantor hereby represents and warrants 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. Grantor further represents and warrants that Grantor has 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 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 the grantor.

Grantor 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 15, which representations and warranties shall survive close of escrow and recordation of the Permanent Easement Deed and PUE. 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. Grantors obligations pursuant to this Section 15 shall survive the close of escrow and recordation of the Permanent Easement Deed and PUE.

16. 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.

17. GOVERNING LAW.

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

18. 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. 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.

19. AUTHORITY AND EXECUTION.

The Dubach Family, LP warrants that it is a limited partnership organized and existing under the laws of the State of California with its principal place of business in Monterey County. The general partner(s) executing this document are authorized to execute this Agreement.

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.

20. **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.

21. **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:
Robert Randick
c/o Dubach Family Limited Partnership
1800 Harrison, Ste 2350
Oakland, CA 94612

To Grantee:
County of Monterey
Robert K. Murdoch, P.E.
Director of Public Works
168 W Alisal Street 2nd Floor
Salinas, CA 93905

22. 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.

ALL 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

Dubach Family Limited Partnership, a California limited partnership

By: Jane Ann Gardner
Jane Gardner aka Jane Ann Gardner,
General Partner of the Dubach Family
Limited Partnership

Date: 9-18-15

GRANTEE

County of Monterey

By: _____
Robert K. Murdoch, P.E.
Director of Public Works

Date: _____

APPROVED AS TO FORM:
County Counsel

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

Date: 9-23-15

EXHIBIT "A"

Situate in the Rancho Bolsa Nueva y Moro Cojo, County of Monterey, State of California, and being portions of Lot 16, as said Lot is shown and so designated on that certain map filed for record April 25, 1876 in Volume 1 of Maps and Grants (Outside Lands), at Page 19, Records of Monterey County, said portions being more particularly described as follows:

PARCEL 1 BICYCLE PATH PARCEL

Beginning at a point on the easterly line of the Union Pacific Railroad hereinafter designated Point "A" for future reference, from which the 2" iron pipe with brass disk stamped "CADT 1032+76.02 154.605 L1", (being monument "L-12" as shown on map filed June 30, 1983 in Book 3 of the State Highway Monumentation Maps, at Page 11, Records of Monterey County, said monument being at the intersection of the northwesterly line of State Highway Route 156 and the westerly line of the Union Pacific Railroad (then Southern Pacific Railroad), as shown on said map), bears S. 57°39'22" W., 106.47 feet distant; thence from said point of beginning

- 1) N. 54°40'26" E., 362.27 feet to a point on the northwesterly line of Collins Road, a County Road 60 feet wide, as shown on map filed May 22, 1991 in Volume 16 of Surveys, at Page 233, Records of Monterey County; thence along said northwesterly road line
- 2) S. 50°45'14" W., 61.88 feet; thence
- 3) S. 51°27'14" W., 100.16 feet; thence
- 4) S. 50°03'14" W., 212.72 feet to a point on said easterly line of the Union Pacific Railroad; thence leaving said northwesterly road line and along said easterly railroad line
- 5) N. 12°16'03" W., 29.33 feet to the point of beginning.

CONTAINING an area of 4586 square feet of land more or less.

PARCEL 2 TEMPORARY CONSTRUCTION EASEMENT

Beginning at a Point "A" referred to above; thence from said point beginning and along said easterly railroad line

- 1) N. 12°16'03" W., 51.08 feet; thence leaving said easterly railroad line
- 2) N. 84°40'26" E., 52.00 feet; thence
- 3) N. 54°40'26" E., 355.12 feet; thence
- 4) N. 47°50'41" E., 167.00 feet; thence

- 6) S. 42°09'19" E., 15.00 feet to a point on the northwesterly line of Collins Road, a County Road 60 feet wide, as shown on map filed May 22, 1991 in Volume 16 of Surveys, at Page 233, Records of Monterey County; thence along said northwesterly road line
- 5) S. 45°50'14" W., 90.89 feet; thence
- 6) S. 49°11'14" W., 98.69 feet; thence
- 7) S. 50°45'14" W., 37.51 feet; thence leaving said northwesterly road line
- 8) S. 54°40'26" W., 362.27 feet to the point of beginning.

CONTAINING an area of 12178 square feet of land more or less.

**PARCEL 3
10' PUBLIC UTILITY EASEMENT**

A Public Utility Easement being a strip of land 10 feet wide, lying 5 feet on each side of and contiguous to the following described centerline

Beginning at a point on the easterly line of the Union Pacific Railroad, from which Point "A" referred to above bears S. 12°16'03" E., 26.08 feet distant; thence from said point of beginning

- 1) N. 54°40'26" E., 422.38 feet, at 169.58 feet, Point "B" for future reference, 422.38 feet to Point "C" for future reference; thence
- 2) N. 47°50'41" E., 320.95 feet to a point on the northwesterly line of Collins Road, a County Road 60 feet wide, and end of described centerline.

**PARCEL 4
10' PUBLIC UTILITY EASEMENT**

A Public Utility Easement being a strip of land 10 feet wide, lying 5 feet on each side of and contiguous to the following described centerline

Beginning at a Point "B" referred to above; thence from said point beginning

- 1) S. 47°06'18" E., 24.52 feet to a point on the northwesterly line of "PARCEL 1 BICYCLE PATH PARCEL" described above, and end of described centerline.

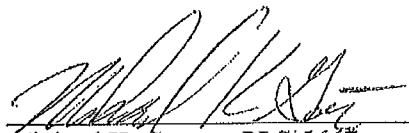
**PARCEL 5
5' PUBLIC UTILITY EASEMENT**

A Public Utility Easement being a strip of land 5 feet wide, lying 2.5 feet on each side of and contiguous to the following described centerline

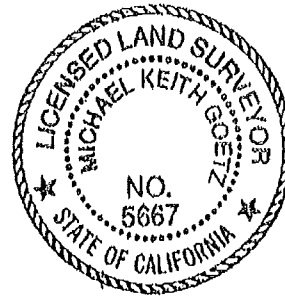
Beginning at a Point "C" referred to above; thence from said point beginning

- 1) S. 40°48'46" E., 18.19 feet to a point on the northwesterly line of Collins Road, a County Road 60 feet wide, and end of described centerline.

The above bearings and distances are based on the California Coordinate System 1927 Zone 04. To obtain ground level distances, multiply the distances shown by 1.00005791.



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



9-5-14
Date



APN 133-081-007
DUBACH FAMILY LIMITED PARTNERSHIP

PARCEL 2
TEMPORARY CONSTRUCTION
EASEMENT
12178± SQ FT

COLLINS ROAD
(A COUNTY ROAD 60' WIDE)

STATE ROUTE 156

UNION PACIFIC RR

BENSON ROAD
(A COUNTY ROAD, 60' WIDE)

PARCEL 1
COUNTY ACQUISITION
BICYCLE PATH PARCEL
4586± SQ FT

N 12°16'03" W 51.08
S 57°39'22" W 106.47

N 84°40'26" E 52.00

N 54°40'26" E 355.12
N 54°40'26" E 362.27

POINT "A"
POINT OF
BEGINNING

N 12°16'03" W 29.33

FOUND 2" IRON PIPE W/BRASS DISK
STAMPED "CADT 1032+76.02 154.605 LT"

PARCEL ACQUIRED FROM STATE
DOC. NO. 2013056649

S 42°09'19" E 15.00

S 45°50'14" W 90.89

S 49°11'14" W 98.69

S 50°45'14" W 61.88

S 51°27'14" W 100.16

S 50°03'14" W 212.72



9-5-14
DATE

Michael K. Goetz
MICHAEL K. GOETZ - PLS 5667
COUNTY SURVEYOR

BEARINGS ARE ON CCS 1927 ZONE 04, DISTANCES ARE
GRID DISTANCES. MULTIPLY BY 1.00005791 TO OBTAIN
GROUND DISTANCES.



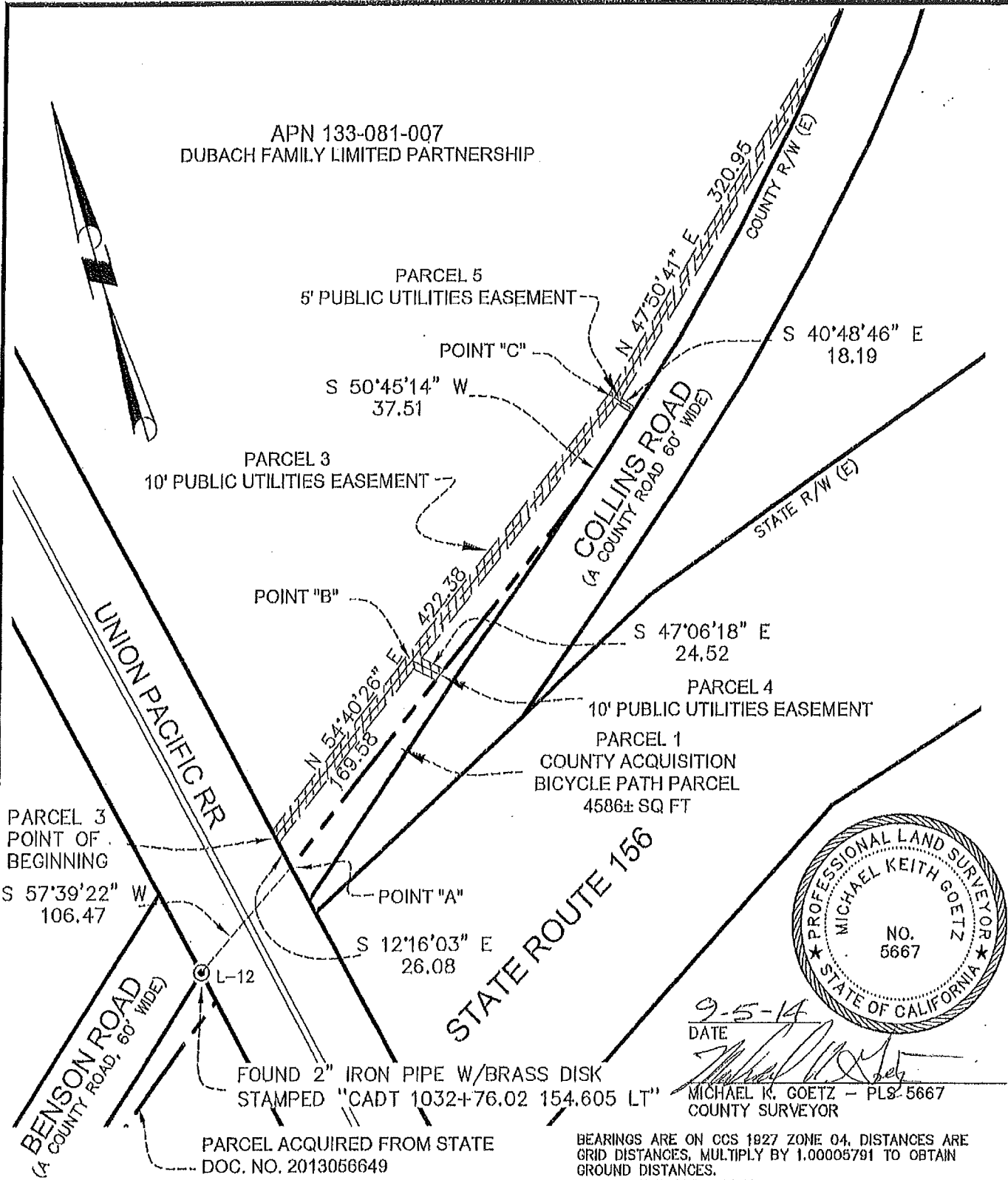
COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COUNTY SURVEYOR
188 WEST ALISAL STREET, 2ND FLOOR
SALINAS, CALIFORNIA 93901
(831) 766-4800/FAX (831) 766-4068

CASTROVILLE BICYCLE/PEDESTRIAN PROJECT
AND RAILROAD CROSSING PROJECT
DUBACH PROPERTY

PROPERTY ACQUISITION PLAT

DATE	07/16/14	DRAWING	CASTROVILLE BIKEPATH ACQUISITION	SHEET 1 OF 1
SCALE	1"=100'	VIEW	DUBACH PLAT PURCHASE	

APN 133-081-007
 DUBACH FAMILY LIMITED PARTNERSHIP



9-5-14
 DATE
 MICHAEL K. GOETZ - PLS 5667
 COUNTY SURVEYOR

BEARINGS ARE ON CCS 1927 ZONE 04. DISTANCES ARE GRID DISTANCES. MULTIPLY BY 1.00005791 TO OBTAIN GROUND DISTANCES.



COUNTY OF MONTEREY
 RESOURCE MANAGEMENT AGENCY
 DEPARTMENT OF PUBLIC WORKS
 OFFICE OF THE COUNTY SURVEYOR
 168 WEST ALIBAL STREET, 2ND FLOOR
 SALINAS, CALIFORNIA 93901
 (831) 755-1800/FAX (831) 755-4958

CASTROVILLE BICYCLE/PEDESTRIAN PROJECT AND RAILROAD CROSSING PROJECT DUBACH PROPERTY		
PUE ACQUISITION PLAT		
DATE 07/15/14	DRAWING CASTROVILLE BIKEPATH ACQUISITION	SHEET 1 OF 1
SCALE 1"=100'	VIEW DUBACH PLAT PUE	

EXHIBIT B

RECORDING requested by and when recorded, please return to:

When recorded, mail to:

County of Monterey
RMA-Public Works
168 W. Alisal St., 2nd Floor
Salinas, CA. 93901-2438

Space above this line for Recorder's use

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.

APN: 133-081-007
Castroville Bicycle/
Pedestrian Path and
Railroad Crossing
Project

PERMANENT EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **The Dubach Family Limited Partnership, a California Limited Partnership**, hereby **GRANT(S)** to the **County of Monterey, a political subdivision of the State of California**, an exclusive Permanent Easement upon, over and across the certain real property for the Castroville Bicycle/Pedestrian Path and Railroad Crossing in the County of Monterey, State of California, described and depicted in Exhibit A attached hereto and incorporated herein by this reference.

By: _____
Jane Gardner aka Jane Ann Gardner,
General Partner of the Dubach Family
Limited Partnership

Date: _____

Notary Acknowledgements Follow

EXHIBIT B

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County _____)

On _____ before me, _____, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from The Dubach Family Limited Partnership, a California Limited Partnership, to the County of Monterey, a political corporation and/or governmental agency is hereby accepted by order of the Board of Supervisors on _____, (or by the undersigned officer or agent on behalf of the County of Monterey pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____,) and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Type/Print Name: _____
Chair, Monterey County Board of Supervisors

EXHIBIT "A"

Situate in the Rancho Bolsa Nueva y Moro Cojo, County of Monterey, State of California, and being portions of Lot 16, as said Lot is shown and so designated on that certain map filed for record April 25, 1876 in Volume 1 of Maps and Grants (Outside Lands), at Page 19, Records of Monterey County, said portions being more particularly described as follows:

BICYCLE PATH PARCEL

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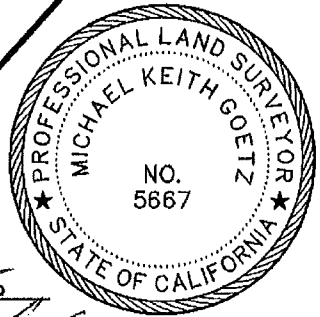
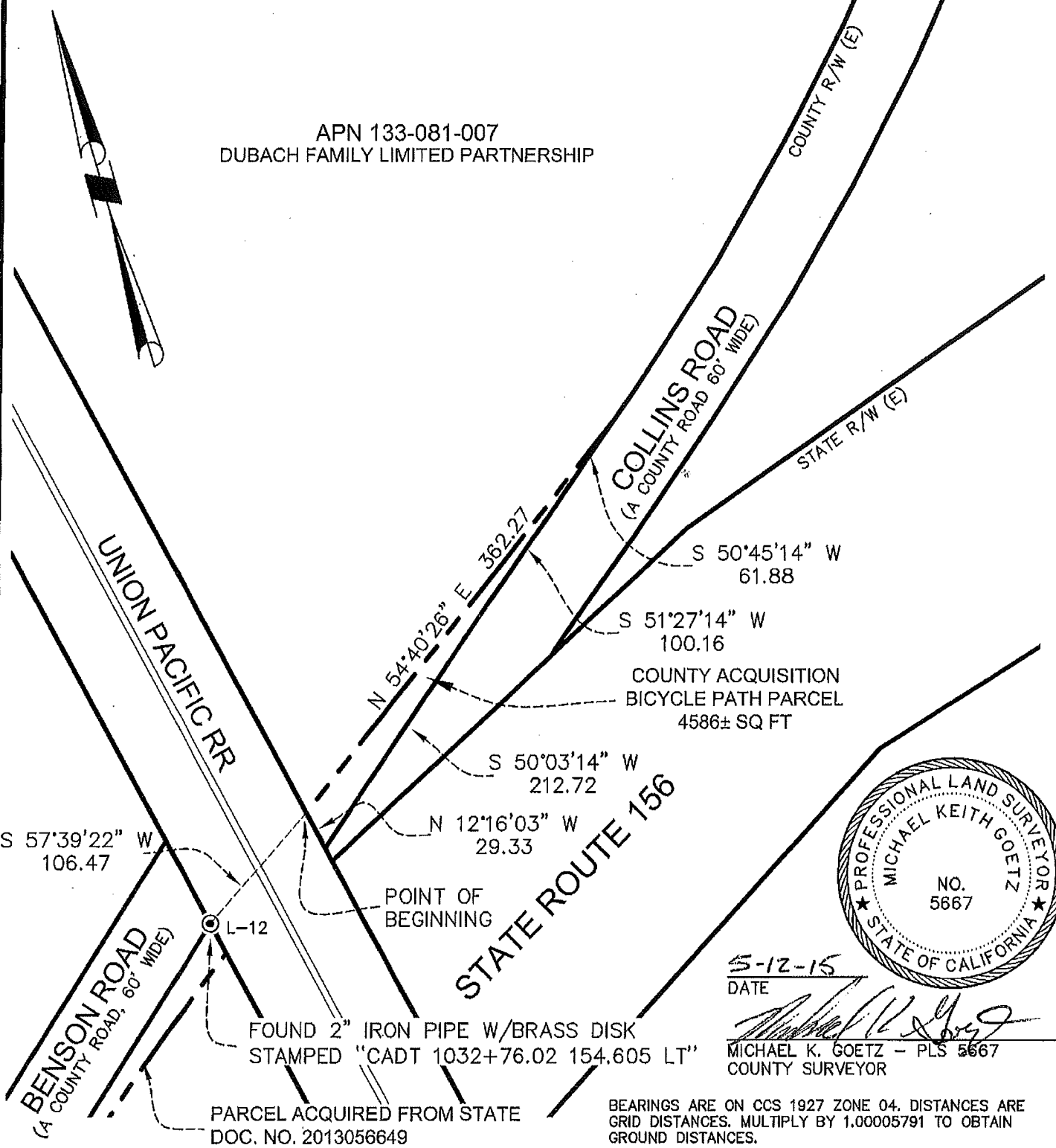
Michael K. Goetz - PLS 5667

County Surveyor
Monterey County, California

5-12-15
Date



APN 133-081-007
 DUBACH FAMILY LIMITED PARTNERSHIP



5-12-15
 DATE
 MICHAEL K. GOETZ - PLS 5667
 COUNTY SURVEYOR

FOUND 2" IRON PIPE W/BRASS DISK
 STAMPED "CADT 1032+76.02 154.605 LT"
 PARCEL ACQUIRED FROM STATE
 DOC. NO. 2013056649

BEARINGS ARE ON CCS 1927 ZONE 04. DISTANCES ARE
 GRID DISTANCES. MULTIPLY BY 1.00005791 TO OBTAIN
 GROUND DISTANCES.



COUNTY OF MONTEREY
 RESOURCE MANAGEMENT AGENCY
 DEPARTMENT OF PUBLIC WORKS
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 SALINAS, CALIFORNIA 93901
 (831) 765-4800/FAX (831) 765-4968

CASTROVILLE BICYCLE/PEDESTRIAN PROJECT AND RAILROAD CROSSING PROJECT DUBACH PROPERTY		
PROPERTY ACQUISITION PLAT		
DATE	05/12/15	DRAWING CASTROVILLE BIKEPATH ACQUISITION
SCALE	1"=100'	VIEW DUBACH PLAT PURCHASE
		SHEET 1 OF 1

EXHIBIT C

RECORDING requested by and when recorded, please return to:

When recorded, mail to:

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RMA-Public Works
168 W. Alisal Street, 2nd Floor
Salinas, CA. 93901-2438

Space above this line for Recorder's use

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APN: 133-081-007
Castroville Bicycle/
Pedestrian Path and
Railroad Crossing
Project

PUBLIC UTILITY EASEMENT

Dubach Family Limited Partnership, a California Limited Partnership, do 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, 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, water 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 tress 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 herein and attached hereto.

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

We the undersigned, as duly authorized owners of the land described herein, do hereby state that we are the only persons 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.

By: _____

Date: _____

Jane Gardner aka Jane Ann Gardner,
General Partner of the Dubach Family
Limited Partnership

Notary Acknowledgements Follow

EXHIBIT C

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County _____)

On _____ before me, _____, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from Dubach Family Limited Partnership, a California Limited Partnership, to the County of Monterey, a political corporation and/or governmental agency is hereby accepted by order of the Board of Supervisors on _____, (or by the undersigned officer or agent on behalf of the County of Monterey pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____,) and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Type/Print Name: _____
Chair, Monterey County Board of Supervisors

EXHIBIT "A"

Situate in the Rancho Bolsa Nueva y Moro Cojo, County of Monterey, State of California, and being portions of Lot 16, as said Lot is shown and so designated on that certain map filed for record April 25, 1876 in Volume 1 of Maps and Grants (Outside Lands), at Page 19, Records of Monterey County, said portions being more particularly described as follows:

PARCEL 1 10' PUBLIC UTILITY EASEMENT

A Public Utility Easement being a strip of land 10 feet wide, lying 5 feet on each side of and contiguous to the following described centerline

Beginning at a point on the easterly line of the Union Pacific Railroad, from which the 2" iron pipe with brass disk stamped "CADT 1032+76.02 154.605 LT", (being monument "L-12" as shown on map filed June 30, 1983 in Book 3 of the State Highway Monumentation Maps, at Page 11, Records of Monterey County, said monument being at the intersection of the northwesterly line of State Highway Route 156 and the westerly line of the Union Pacific Railroad (then Southern Pacific Railroad), as shown on said map), bears S. 12°16'03" E., 26.08 feet distant; thence from said point of beginning

- 1) N. 54°40'26" E., 422.38 feet, at 169.58 feet, Point "B" for future reference, 422.38 feet to Point "C" for future reference; thence
- 2) N. 47°50'41" E., 320.95 feet to a point on the northwesterly line of Collins Road, a County Road 60 feet wide, and end of described centerline.

PARCEL 2 10' PUBLIC UTILITY EASEMENT

A Public Utility Easement being a strip of land 10 feet wide, lying 5 feet on each side of and contiguous to the following described centerline

Beginning at a Point "B" referred to above; thence from said point beginning

- 1) S. 47°06'18" E., 24.52 feet and end of described centerline.

APN 133-081-007
 DUBACH FAMILY LIMITED PARTNERSHIP

PARCEL 3
 5' PUBLIC UTILITIES EASEMENT

PARCEL 1
 10' PUBLIC UTILITIES EASEMENT

COLLINS ROAD
 (A COUNTY ROAD 60' WIDE)

UNION PACIFIC RR

STATE ROUTE 156

BENSON ROAD
 (A COUNTY ROAD, 60' WIDE)

PARCEL 1
 POINT OF BEGINNING
 S 57°39'22" W
 106.47

FOUND 2" IRON PIPE W/BRASS DISK
 STAMPED "CADT 1032+76.02 154.605 LT"

PARCEL ACQUIRED FROM STATE
 DOC. NO. 2013056649

COUNTY ACQUISITION
 BICYCLE PATH PARCEL
 4586± SQ FT

PARCEL 2
 10' PUBLIC UTILITIES EASEMENT



5-12-15
 DATE

Michael K. Goetz
 MICHAEL K. GOETZ - PLS 5667
 COUNTY SURVEYOR

BEARINGS ARE ON CCS 1927 ZONE 04. DISTANCES ARE
 GRID DISTANCES. MULTIPLY BY 1.00005791 TO OBTAIN
 GROUND DISTANCES.



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

CASTROVILLE BICYCLE/PEDESTRIAN PROJECT AND RAILROAD CROSSING PROJECT DUBACH PROPERTY		
PUE ACQUISITION PLAT		
DATE	05/12/15	DRAWING CASTROVILLE BIKEPATH ACQUISITION
SCALE	1"=100'	
VIEW DUBACH PLAT PUE		SHEET 1 OF 1