

# Attachment C

Project: Las Lomas Drainage Project  
Grantors: Juan C. Escobar and Yesenia Anaya  
Parcel No: 119-151-021  
& Parcel No: 119-161-017

## AGREEMENT FOR PURCHASE OF REAL PROPERTY

This Agreement for Purchase of Property is between the County of Monterey, a political subdivision of the State of California (Grantee), and Juan C. Escobar and Yesenia Anaya, husband and wife as joint tenants (Grantor).

### The parties hereby agree as follows:

#### 1. PROPERTY:

Grantor agrees to sell and Grantee agrees to purchase certain land described in Exhibit "A" and "B" (attached and incorporated by this reference), being a portion of properties in the County of Monterey, designated as Assessor's Parcel Numbers 119-151-021 and 119-161-017 for use by Grantee on the Las Lomas Drainage Project ("Project"), ("Project Property"). Specifically, Grantor agrees to grant a Permanent Easement on the terms and conditions set forth in this Agreement. The form of the Permanent Easement Deed is as depicted in Exhibit "C" – Permanent Easement Deed (attached and incorporated by this reference).

#### 2. DELIVERY OF DOCUMENTS:

Concurrently with the execution of this Agreement, the Permanent Easement Deed shall be executed and delivered by Grantor to Conner McDonald, Right of Way Agent for Bender Rosenthal, Inc., acting for the Grantee for the purpose of placing the Permanent Easement Deed into escrow. Prior to placing the Permanent Easement Deed into escrow, the purchase of the Project Property must be approved by the County of Monterey 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 the County of Monterey, 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. 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 Revenue and Taxation Code Section 18662, 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 ~~TWENTY-NINE THOUSAND TWO HUNDRED FORTY DOLLARS AND NO CENTS~~ (~~\$29,240.00~~). Upon delivery of the Permanent Easement Deed, 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 or to cancel the purchase and recoup the full purchase price from escrow. 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".

31,000 thirty-one thousand.

4/19/19

JC YA

Grantee shall deliver the purchase price into escrow promptly after delivery of the Permanent Easement Deed 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 name 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, 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 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. 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 drainage improvements.

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

**6. 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.

**7. EASEMENTS WARRANTY:**

Grantor warrants 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.

**8. 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.

**9. POSSESSION:**

Grantee shall have the right of possession and use of the Permanent Easement including the right to remove and dispose of improvements. Such possession shall commence at the time of recordation.

**10. EXISTING IMPROVEMENTS:**

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

**11. WARRANTY AGAINST MATERIAL DEFECTS:**

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

**12. 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 12, 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. Grantors obligations pursuant to this Section 12 shall survive the close of escrow and recordation of the Permanent Easement Deed.

**13. 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.

**14. GOVERNING LAW:**

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

**15. 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.

**16. 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.

**17. 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.

**18. 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: Juan C. Escobar  
and Yesenia Anaya  
37 Las Lomas Drive  
Royal Oaks, CA 95076

To Grantee: County of Monterey  
Neville Pereira  
Interim RMA Deputy Director of  
Public Works, Parks and Facilities  
1441 Schilling Place, 2<sup>nd</sup> Floor  
Salinas, California 93901

**19. 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.

**20. LIMITED RELEASE:**

Except as otherwise set forth in this Agreement, Grantor hereby releases the Grantee from all liability, whether known or unknown or unsuspected, arising out of any of the physical conditions of the Project Property. The provisions of this section shall survive the Close of Escrow, expiration, or earlier termination of this 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**

**Juan C. Escobar and Yesenia Anaya, husband and wife as joint tenants**

By:  Date: 2-24-19  
Juan C. Escobar

By:  Date: 2/24/19  
Yesenia Anaya

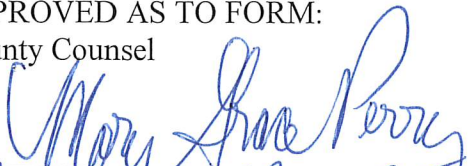
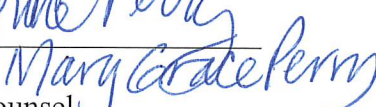
**GRANTEE**

**County of Monterey**

By: \_\_\_\_\_  
Neville Pereira  
Interim RMA Deputy Director of  
Public Works, Parks and Facilities

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

APPROVED AS TO FORM:  
County Counsel

By:   
*msj* Robert M. Shaw   
Deputy County Counsel

Date: April 9, 2019

**EXHIBIT A**  
**LEGAL DESCRIPTION**

## EXHIBIT "A"

### Road: Las Lomas Drive

APN 119-151-021 & 119-161-017

All that certain real property situated in Rancho Bolsa de San Cayetano, County of Monterey, State of California, described as follows:

Being a portion of those certain "1.11 Ac." and "1.13 Ac." parcels, as shown and so designated on "Licensed Surveyors Map of Las Lomas Tract No. 5-A," filed for record September 6, 1939 in Volume 4 of Surveys at Page 2, Records of Monterey County, being also a portion of land conveyed by deed from Juan C. Escobar, et al, to Juan C. Escobar, et ux, dated December 9, 2016, and recorded December 15, 2016 as Document No. 2016076869 of the Official Records of Monterey County; said portion being more particularly described as follows:

Beginning at a 1/2" iron pipe tagged "LS 6832" standing at the point of intersection of the westerly line of Las Lomas Drive, a County Road (formerly Jehl Road), with the southerly boundary of the aforesaid conveyed parcel, said intersection point being shown on that certain map filed for record in Volume 31 of Surveys, at Page 16, Records of Monterey County; thence along said southerly boundary

- 1) S. 85°19'02" W., 13.52 feet; thence leaving said southerly boundary and curving, but not tangent thereto
- 2) Northerly along the arc of a circular curve to the left having a radius of 205.00 feet, the center of which bears N. 89°30'47" W., 205.00 feet distant, through a central angle of 29°24'33" for an arc distance of 105.22 feet; thence leaving said curve and tangent thereto
- 3) N. 28°55'21" W., 39.63 feet to the point on the northerly boundary of the aforesaid conveyed parcel; thence along said northerly boundary
- 4) N. 76°22'29" E., 2.29 feet (N. 74°30'37" E., map) to a point on the aforesaid westerly line of Las Lomas Drive; thence leaving said northerly boundary and non-tangentially curving along said westerly road line
- 5) Southeasterly along the arc of a circular curve to the left having a radius of 1800.30 feet, the center of which bears N. 58°14'14" E., 1800.30 feet distant (N. 56°22'23" E., map), through a central angle of 02°26'23" for an arc distance of 76.66 feet to a point of reverse curvature; thence curving
- 6) Southerly along the arc of a circular curve to the right having a radius of 93.00 feet, the center of which bears S. 55°47'51" W., 93.00 feet distant, through a central angle of 45°37'58" for an arc distance of 74.07 feet to the point of beginning

Containing an area of 1462 square feet, 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°37'50". To obtain ground level distances, multiply the distances shown by 1.0000504.

  
Michael K. Goetz - PLS 5667

County Surveyor - Monterey County, California

July 9, 2018

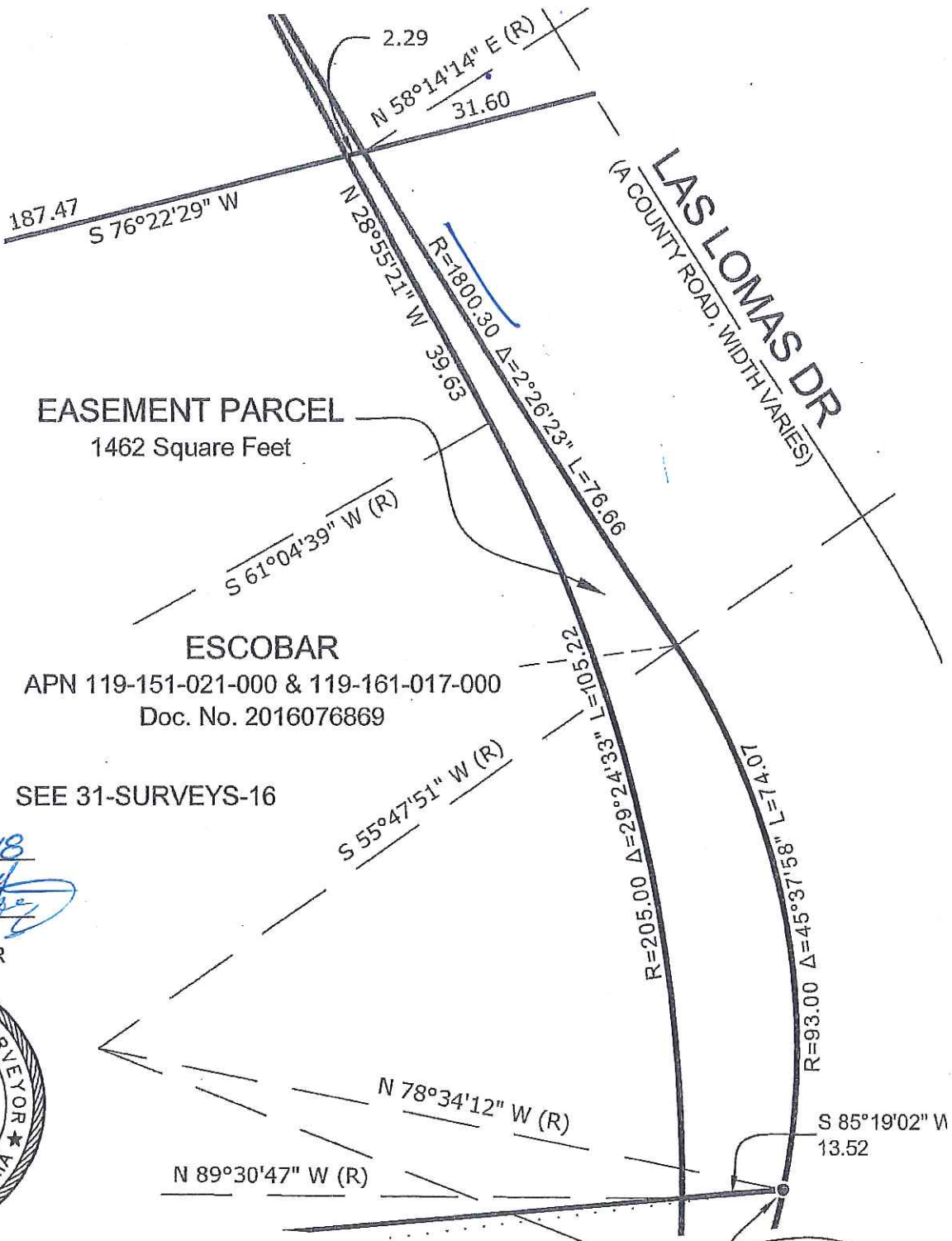
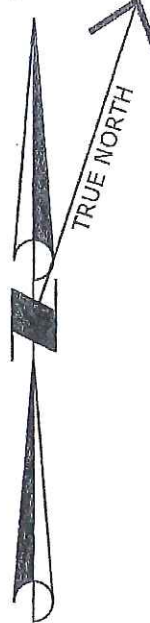
Date





**EXHIBIT B**

$\theta = 1^{\circ}37'50''$



EASEMENT PARCEL

1462 Square Feet

ESCOBAR

APN 119-151-021-000 & 119-161-017-000

Doc. No. 2016076869

SEE 31-SURVEYS-16

*July 9, 2018*

DATE

*[Signature]*

MICHAEL K. GOETZ  
COUNTY SURVEYOR



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  $1^{\circ}37'50''$ . To obtain ground level distances, multiply the distances shown by 1.0000504.

Point of Beginning  
Found 1/2" iron pipe, tagged  
LS 6832, per 31-SUR-16



COUNTY OF MONTEREY  
RESOURCE MANAGEMENT AGENCY  
OFFICE OF THE COUNTY SURVEYOR

1441 SCHILLING PLACE, SOUTH 2ND FLOOR  
SALINAS, CALIFORNIA 93901  
(831) 755-4800/FAX (831) 755-4958

PERMANENT ROAD EASEMENT ACQUISITION

PORTION OF APN 119-151-021-000 & 119-161-017-000  
LAS LOMAS DRIVE STORM DRAIN PROJECT

EXHIBIT "B"

DATE	07/09/18	DRAWING	K./SURVEYS/Las Lomas Hall Storm Drain	SHEET	1
SCALE	1"=20'	VIEW	119-151-021	OF	1