

\_\_\_\_\_, California

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Grantor

District	County	Route	Post Mile	Exp Auth
05	MON	01	30.18	1N410

**PROJECT: 0521000015**

THIS DOCUMENT NO. 12322-1, in the form of a DRAINAGE EASEMENT DEED consisting of 14,552 square feet in a Permanent Drainage Easement, covering the property particularly described in the above instrument, owned by the County of Monterey, a political subdivision of the State of California (Grantor) and 12322-2, in the form of a TEMPORARY CONSTRUCTION EASEMENT consisting of 7,978 square feet, covering the property particularly described in Clause 4 below, (collectively, the "Easements"), owned by Grantor, for the State of California's (State) use (collectively, the "Parties") have been executed and delivered to DIXIE WRIGHT, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The Parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade, or construction of the proposed public improvement.
2. The State shall pay the undersigned Grantor the sum of **\$6,900.00** for this PERMANENT DRAINAGE EASEMENT and TEMPORARY CONSTRUCTION EASEMENT.
  - (A) State shall pay all escrow, notary, and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged.
3. This Permanent Drainage Easement for Parcel 12322-1 is 14,552 SQ FT and the Temporary Construction Easement for Parcel 12322-2 is 7,978 SQ FT. Both easements are located on Assessor's Parcel Number 421-021-002, located at Highway 1 in Big Sur, California. The Temporary Construction Easement was provided by the Grantor to the State via the Right of Entry Form dated February 22, 2021. The State has completed the work required for the Temporary Construction Easement and is now reimbursing the Grantor for the value of the Temporary Construction Easement. The Permanent Drainage Easement Deed is attached and incorporated herein as "Exhibit A".
4. Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary within that certain area of APN 421-021-002 shown outlined in color and labeled Parcel 12332-1 and 12332-2 on the maps marked Exhibit "A" attached hereto and made a part hereof for the purpose of acquiring the necessary property rights related to the work at Rat Creek Slide on Highway 1.

5. It is understood and agreed that included in the amount payable in Clause 2 above is compensation in full for the actual possession and use of the Easements.
6. The undersigned Grantor warrants that they are the owner in fee simple of the property affected by this Permanent Drainage Easement and Temporary Construction Easement as described in the above instrument and that they have the exclusive right to grant these Easements.
7. All work done under this agreement shall conform to all applicable building, fire, and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements, or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.
8. The State agrees to indemnify and hold harmless the Grantor from any liability arising out of the State's operations under this agreement. The State further agrees to assume responsibility for any damages proximately caused by reason of the State's operation under this agreement and the State will, at its option, either repair or pay for such damage.
9. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, that the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, commenced on 03/30/2021 and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
10. Verbal communication with the Grantor shall be made with Grantor's point of contact at:  

George K. Salcido, PWFP Real Property Specialist  
831-755-4859  
[SalcidoG@CountyofMonterey.Gov](mailto:SalcidoG@CountyofMonterey.Gov)
11. This transaction will be handled through an INTERNAL escrow by the State of California, Department of Transportation, District office, 50 Higuera Street, San Luis Obispo, CA 93401-5415.
12. The Parties to this contract shall, pursuant 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. Part 21 and 28 C.F.R. Section 50.3.
13. 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.

14. CONSENT TO USE ELECTRONIC SIGNATURES. The Parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the Parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

(Signature Lines Below)

IN WITNESS WHEREOF, the Parties have executed this agreement the day and year first above written.

Grantor-The County of Monterey, a  
political subdivision of the State of  
California

By: \_\_\_\_\_  
Randell Y. Ishii, MS, PE, TE, PTOE  
Title: Director of Public Works, Facilities and  
Parks

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

Approved as to Form  
Office of the County Counsel  
Susan K. Blich, County Counsel

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

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

**RECOMMENDED FOR APPROVAL:**

**ACCEPTED:  
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_  
DIXIE WRIGHT  
Right of Way Agent

By \_\_\_\_\_  
PATRICK MASON, Chief  
San Luis Obispo Acquisition Branch  
Right of Way

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED**

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

**EXHIBIT "A"**

## Permanent Drainage Easement Deed Draft

Recording Requested by and  
After Recording Return to:  
Department of Transportation-RW  
50 Higuera Street  
San Luis Obispo, CA 93401-5415

STATE BUSINESS--FREE

This document presented for recording  
pursuant to Govt. Code Section 27383

Required by State of California for  
Highway Project

Document Transfer Tax: No Tax Due  
(R&T Code 11922)  
CALIFORNIA DEPARTMENT OF  
TRANSPORTATION

By \_\_\_\_\_  
Signature of Declarant

Transfer to Public Entity

Space above this line for Recorder's Use  
A Portion of APN – 421-021-002

## **DRAINAGE EASEMENT DEED**

District	County	Route	Postmile	Number
5	MON	1	30.1	12322-1

**The County of Monterey**, a political subdivision of the State of California,

hereinafter called **GRANTOR**, hereby grants to the **State of California, Department of Transportation**, hereinafter called **STATE**, an easement for drainage purposes only; to construct, modify, and maintain drainage facilities, under, over, through, and across, within the limits of the easement on that real property; in the unincorporated area, County of Monterey, State of California, described as follows:

**See Exhibit "A", attached.**

Together with the right to construct, operate, and maintain such facilities as necessary to affect the purpose of the drainage easement.

IN WITNESS WHEREOF, the GRANTOR has caused this Drainage Easement Deed to be executed as of the date opposite the signature below.

GRANTOR  
County of Monterey,  
a political subdivision of the State of California,

APPROVED AS TO FORM:  
Office of the County Counsel  
Susan K. Blich, County Counsel

By: \_\_\_\_\_  
Name: Randell Y. Ishii, MS, PE, TE, PTOE  
Title: Director of Public Works, Facilities, and Parks

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

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

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

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated \_\_\_\_\_

\_\_\_\_\_  
ANTHONY F. TAVARES  
Director of Transportation

By \_\_\_\_\_  
Attorney in Fact  
Patrick Mason, Chief  
San Luis Obispo Acquisition Branch  
Right of Way

## ACKNOWLEDGEMENT

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 )  
 ) SS.  
COUNTY OF MONTEREY )

On \_\_\_\_\_ before me, \_\_\_\_\_,

a Notary Public, 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)

**EXHIBIT "A"****PARCEL 12322-1 Drainage Easement**

A portion of land described in a Grant Deed to The Big Sur Land Trust, recorded as Reel 2634 Page 621 on April 25, 1991, in the Office of the Recorder of the County of Monterey, State of California more particularly described as follows:

BEGINNING at a point on the right of way line of California State Highway No. 1, V-MON-56-D, being 40' westerly of Engineers Centerline Station 118+50 as recorded on December 24, 1936 in Highway Deed Vol 501 Page 450, in the Office of the Recorder of the County of Monterey.

THENCE (1) continuing along said right of way, South 4°36'18" East, 121.60 feet to the beginning of a curve concave easterly, said curve has a radius of 790.00 feet

THENCE (2) southerly along said right of way curve through a central angle of 0°08'39" an arc distance of 1.99 feet;

THENCE (3) Leaving said right of way, South 38°40'52" West, 59.83 feet to a point distant 82.27 feet southwesterly and radial to said Engineers Centerline Station 116+87.34;

THENCE (4) North 74°04'48" West, 141.91 feet to the northerly property line;

THENCE (5) along said property line and following the center of Rat Creek up stream North 51°22'42" East, 209.83 feet to the POINT OF BEGINNING.

**END OF DESCRIPTION**

The bearings and distances used in this description are on the California Coordinate System, CCS83(2010) Epoch 2017.5 Zone 4.

*This real property description has been prepared by me,  
or under my direction, in conformance with the  
Professional Land Surveyors Act.*

Signature  \_\_\_\_\_

Date January 16, 2023

