

Attachment A

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Project: Carmel River Free (CRFREE) Project
Parcels: APN 243-071-008

GRANT AND PURCHASE OF EASEMENTS
AND ESCROW INSTRUCTIONS AGREEMENT

Chicago Title Company
250 Bonifacio Place
Monterey, CA 93940

("Escrow Holder")

This Agreement for Grant and Purchase of Easement and Escrow Instructions ("Agreement") is entered into as of the last date opposite the respective signatures below ("Effective Date") by and between Clinton Eastwood, as his sole and separate property, as to an undivided 1/2 interest, and Margaret Eastwood, as Trustee of the Margaret Eastwood Trust U/D/T dated August 21, 1990, as to an undivided 1/2 interest ("Grantor") and the County of Monterey, a political subdivision of the State of California ("County"), and Big Sur Land Trust ("BSLT") a California nonprofit public benefit corporation which is a private nonprofit organization pursuant to Internal Revenue Code section 501(c)(3) or section 23701(d) of the California Revenue and Taxation Code, (collectively, "Grantees"). The County, BSLT, and the Grantor are sometimes referred to herein individually as a "party" and collectively as "parties."

Recitals

A. County desires to purchase a permanent easement, and temporary construction easement over a portion of Grantor's real property, currently identified as Assessor's Parcel Number 243-071-008 ("Parcel"), in connection with Carmel River Floodplain Restoration and Environmental Enhancement ("CRFREE") Project, a comprehensive effort to improve flood control and restore native riparian habitat, floodplain habitat, and hydrologic function to a portion of the lower floodplain along the Carmel River.

B. Grantees have determined that the most suitable location for the project includes a portion of the Parcel. Grantor is prepared to grant a Permanent Access Easement Deed ("PAE"), to be conveyed directly to BSLT as part of the CRRFREE Project long term management requirement, and a Temporary Construction Easement Deed ("TCE"), to be conveyed directly to the County to allow construction to commence (collectively, "Easements" or "Easement Area"), respectively.

C. It is understood and agreed by and between the parties hereto that the property described in the PAE, will be conveyed directly from Grantor to BSLT as a part of this transaction, and that the TCE will be conveyed directly from Grantor to County as part of this transaction.

Now, therefore, in consideration of the foregoing and the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties hereto agree as follows:

1.0 AGREEMENT TO PURCHASE AND SELL

1.01 The recitals set forth in the foregoing are hereby incorporated into this Agreement.

1.02. Grantor hereby agrees to grant to the Grantees, and the Grantees hereby agree to accept from Grantor, the Easements, located in the County of Monterey, California, as set forth in the PAE and TCE substantially in the form and content as set forth in Exhibit "1" and Exhibit "2", respectively, attached hereto and incorporated by this reference, providing for (1) an easement for BSLT to operate and maintain the easement, as described and set forth in the PAE; and (2) County's temporary use of the Parcel in connection with construction of the CRFREE project, as described and set forth in the TCE.

1.03. The parties to this Agreement 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. Parts 21 and 28 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 DOCUMENT

The Easements will be executed and delivered by Grantor at Closing, as defined in Section 8 hereof, to Chicago Title Company, Monterey, California, as escrow holder ("Escrow Holder") for the parties for the purpose of granting the Easements to the Grantees.

3. PURCHASE PRICE

The full purchase price for items (1) and (2) described above in subsection 1.02 (i.e., the Easements), to be paid by the County is Ninety-nine Thousand Two Hundred and 00/100 Dollars (\$99,200) (the "Purchase Price"). The Purchase Price will be paid by County to Grantor, at the Grantor's option, by cashier's or certified check or by wire transfer of immediately available funds at the time of Closing.

4. TITLE

4.01 At Closing, Grantor will deliver title to the Easements to the Grantees, and said title shall be subject only to those restrictions and reservations set forth in the Easements, this Agreement, and the exceptions shown in a preliminary title report for the Parcel containing

Easements dated as of the execution of this Agreement, as provided by Chicago Title Company ("Title Company") or disclosed in any visual inspection of said Parcel by Title Company.

4.02 The County shall pay and be solely responsible for all closing costs and related escrow fees.

4.03 No recording fees will be payable with respect to the recording of the Easements, pursuant to Government Code Section 27383.

4.04 The parties acknowledge that because the County is a public entity, and the BSLT is a private nonprofit organization pursuant to Internal Revenue Service Code section 501(c)(3) or section 23701(d) of the California Revenue and Taxation Code the easement interest granted in and to the Easements will not be subject to real property taxation.

5. DISCLOSURES AND ACKNOWLEDGMENTS

5.01 Grantor is granting the Easements "AS IS," with all faults, but represents and warrants to the Grantees as follows:

(a) Grantor has full power and authority to grant the Easements as provided in this Agreement, and this Agreement is binding and enforceable against Grantor.

(b) To Grantor's actual knowledge Grantor has not caused any Hazardous Materials to be placed or disposed of on or at the Easement Area or any part thereof in any manner or quantity which would constitute a violation of Environmental Law as defined in subsection 5.01 (b)(ii), nor has Grantor received any written notice or any information of any nature which imparted notice that such Easement Area is in violation of Environmental Law. As noted herein:

(i) The term "Hazardous Materials" means "hazardous waste," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; petroleum; asbestos; polychlorinated biphenyl; radioactive material; designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 *et seq.* (33 U.S.C. Sec 1317); defined as a "hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.* (42 U.S.C. Sec. 6903; or defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 *et seq.* (42 U.S.C. Sec. 9601); and

(ii) the term "Environmental Laws" shall mean all statutes specifically described in the definition of "Hazardous Materials" and associated federal, state or local laws, regulations or orders relating to or imposing liability or standards of conduct concerning any Hazardous Material.

5.02 Except as expressly set forth in this Agreement, the Grantees are relying upon no warranties, express or implied, oral or written, from Grantor regarding the Easement Area and, upon Closing, the Grantees will have accepted said Easement Area as-is, with all faults. The Grantees, each as to their respective organization, represent and warrant to Grantor as follows:

(a) Neither the execution and delivery of this Agreement by the Grantees nor the consummation of the transaction contemplated hereby will result in any breach or violation or of default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which the Grantees are a party.

(b) The Grantees have full power and authority to execute this Agreement and acquire the Easements as provided for in this Agreement, and this Agreement is binding and enforceable against the Grantees.

5.03 The Grantees acknowledge and agree that, except as otherwise specifically provided herein, Grantor has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to any of the following:

(i) Value.

(ii) Income to be derived from the Easements.

(iii) The nature, quality or condition of the Parcel, including without limitation, the water, soil and geology.

(iv) Grantor's and/or the Parcel's compliance with any laws, rules, ordinances or regulations of any applicable governmental authority or body.

(v) Compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including but not limited to, California Health and Safety Code, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act, The U.S. Environmental Protection Agency regulations at 40 C.F.R., part 261, the Comprehensive Environmental Response Conservation and Recovery Act of 1976, the Clean Water Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, and regulations promulgated under any of the forgoing.

(vi) The presence or absence of hazardous materials at, on, under, or adjacent to said Easement Area.

(vii) The content, completeness or accuracy of any due diligence materials delivered by Grantor to the Grantees or preliminary report regarding title to the Parcel.

5.04 The Grantees further acknowledges and agrees that it has or will have been given the opportunity to inspect the Easement Area and review information and documentation affecting said Easement Area, and that, except for Grantor's express representations and warranties contained herein, the Grantees are relying solely on their own investigation of said property and review of such information and documentation, and not on any information provided or to be provided by Grantor. The Grantees further acknowledge and agree that any information made available by the Grantors or provided or to be provided by or on behalf of Grantor with respect to said Easement Area was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. The Grantees agree to fully and irrevocably release all such sources of information and the preparers of information and documentation affecting said Easement Area retained by Grantor from any and all claims that they may now have or hereafter acquire against such sources and preparers of information for any costs, loss, liability, damage, expense, demand, action or cause of action arising from such information or documentation. Except for Grantor's express representations and warranties contained in subsection 5.01 above, Grantor is not liable or bound in any manner by any oral or written statements, representations or information pertaining to said Easement Area, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person. The Grantees further acknowledge and agree that to the maximum extent permitted by law, except for Grantor's express representations and warranties contained in subsection 5.01 above, the grant and purchase of the Easements as provided for herein is made on an "AS IS" condition and basis with all faults, and that Grantor has no obligation to make repairs, replacements, or improvements except as may otherwise be expressly stated herein.

6. UTILITIES

6.01 The Grantor shall make available to the Grantees maps in its possession showing the location of sewer, water, electrical, gas and telephone and any other utility lines located adjacent to or near the Easement Area. Notwithstanding the foregoing, the Grantees shall be solely responsible for identifying and protecting all underground utilities and arranging for the delivery and paying for all utilities required on said Easement Area. The Grantees shall be responsible to provide and pay for utility connection equipment, meters and any fees required. The Grantor cannot and does not guarantee that there will be no interruption of service to utility services delivered over the Parcel and the Grantees hereby waive any rights or claims it may have resulting from temporary interruptions of service. To the extent it has knowledge, Grantor will provide notice of any work scheduled which may interrupt the utility service to said Parcel. Prior to any scheduled interruption of the utility services delivered to the Parcel by the Grantees as a result of the Grantees' use of the Easement Area, the Grantees shall provide Grantor an advance written notice a minimum of five (5) business days prior to the scheduled utility service interruption.

6.02 It shall be the responsibility of the Grantees to contact, consult and comply with any regulation applicable to the Grantees' use of the Easement Area which are now or may be

promulgated by a local public agency or private utility provider or regulator having jurisdiction over activities or utility services, including, but not limited to the County of Monterey, Regional Water Quality Control Board, State Water Resources Control Board, Monterey Bay Unified Air Pollution Control District, and Pacific Gas & Electric Company.

7. OTHER USE OF PROPERTY BY GRANTEES

7.01 The Grantees shall not use or knowingly allow others to use the Easement Area in a manner inconsistent with the description of use and activity in this Agreement, the PAE and the TCE. Any other use of, or activity on, the Parcel by the Grantees is prohibited. This Agreement authorizes Grantor to enforce these covenants in the manner described herein. The Grantees shall restore the condition of the Easement Area prior to the end of the term of the TCE. However, unless otherwise specified, nothing in this Agreement shall require the Grantees to take any action to restore the condition of the Easement Area after any Act of God or other event over which it has no control.

7.02 Where the Grantees are required to obtain Grantor's permission or approval for the use of the Easement Area consistent with the PAE and TCE, said permission or approval (i) shall not be unreasonably delayed or withheld by Grantor, (ii) shall be sought and given in writing, and (iii) shall in all cases be obtained by the Grantees prior to Grantees taking any such action.

8. CLOSING

8.01 Closing Date. The consummation of the grant and purchase of the Easements will be held at the offices of the Title Company, on or before 30 days after the Effective Date of this Agreement, or later if agreed to in writing by the parties. The performance by parties of their respective obligations under this Agreement directly or through the completion of Escrow deposits required of them to be made, delivery of the Purchase Price to Grantor by Escrow Holder after recording of the Easements upon title insurer's commitment to issue title policy to the Grantees and delivery of possession of the Easement Area to the Grantees shall constitute the closing of the grant and purchase ("Closing").

8.02 Grantor's Deposits into Escrow. Prior to Closing, Grantor must deposit all the following documents and items into Escrow:

(i) Duly executed PAE in the form attached as Exhibit 1.

(ii) Duly executed TCE in the form attached as Exhibit 2.

(ii) An affidavit substantially in the form attached as Exhibit 3 (Non-Foreign Certificate) stating that Grantor is not a "foreign person under IRC Section 1445(f)(3).

(iii) Such other documents as may reasonably be required to complete the Closing, including a document certifying to Escrow Holder that all acts or legal conditions precedent necessary to be taken or performed by Grantor to authorize execution of the documents have been taken or performed.

8.03 The County's Deposits into Escrow. Prior to Closing, the County must deposit all the following into escrow:

(i) A bank cashier's or certified check, or wire transfer, to Grantor in an amount equal to the Purchase Price.

(ii) The County's obligation for closing costs as described in subsection 4.02.

(iii) Duly executed PAE and TCE which shall also be signed by Grantor as provided in subsection 8.02(i) above.

(iv) Such other documents as may reasonably be required to complete the Closing, including a document certifying to the Escrow Holder that all acts or legal conditions precedent necessary to be taken or performed by the Grantees to authorize execution of the documents have been taken or performed.

8.04 Pro-ration of Taxes. All real and personal property *ad valorem* taxes and special assessments, if any, will be prorated to the Closing Date, based on the latest available tax rate and assessed valuation.

8.05 Closing Costs. County shall pay costs incurred in this transaction, pursuant to this Agreement, as provided in subsection 4.02 hereof.

8.06 Closing. Pursuant to Section 4 hereof, Title Company shall close Escrow by doing all of the following:

(i) Recording the PAE and TCE in the Official Records of Monterey County.

(ii) Delivering to Grantor the amount due Grantor as shown on the closing statement for the Escrow consistent with this Agreement and satisfactory to Grantor and the Grantees ("Closing Statement") and a signed original of Grantor's Closing Statement.

(iii) Delivering to the County a signed original of the County's' Closing Statement and any refund due to the County.

8.07 Possession. Grantor shall provide and deliver access and possession of the Easement Area to the Grantees on the Closing Date.

9. REPRESENTATIONS AND WARRANTIES

9.01 Representations and Warranties of Grantor. Grantor represents and warrants to the Grantees as of the date of this Agreement and the Closing Date, as follows:

(i) Organization, Qualification and Corporate Power. Grantor has the full power and authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement by Grantor has or will be duly and validly authorized by all necessary action on the part of Grantor. This Agreement is a legal, valid and binding obligation of Grantor enforceable in accordance with its terms.

9.02 Representations and Warranties of the Grantees. The Grantees represent and warrant to Grantor as of the date of this Agreement and the Closing Date, as follows:

(i) Authority. This Agreement and all documents executed by the Grantees which are to be delivered to Grantor at the Closing are, or at the time of Closing will be, duly authorized, executed and delivered by the Grantees, and are, or at the Closing will be, legal, valid, and binding obligations of the Grantees, and do not, and at the time of Closing will not, violate any provisions of any agreements to which the Grantees is a party or to which it is subject of any law, judgment or order applicable to the Grantees.

10. ATTORNEY'S FEES

This section is intentionally left blank.

11. GOVERNING LAW

This Agreement is entered into and shall be governed and construed in accordance with the laws of the State of California. Any action to enforce this Agreement shall be filed with the Superior Court of the County of Monterey.

12. WAIVER OF DEFAULT

Any waiver by either party of a default of this Agreement arising out of the breach of any of the covenants, conditions, or restrictions of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding default arising out of a breach of the same or any other covenant, condition, or restriction of this Agreement.

13. COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument and is intended to be binding when each party has delivered signatures to the other party. Signatures may be delivered by facsimile transmission. All counterparts shall be deemed an original of this Agreement.

14. NOTICE

All notices, demands, requests, or other communications that may be or are required to be given, served, or sent by one party to the other party pursuant to this Agreement shall be in writing and shall be delivered in person, mailed by registered or certified mail, return receipt requested, or delivered by a commercial courier guaranteeing overnight delivery, addressed as follows:

If to Grantor:	Fenton & Keller Attn: Derric G. Oliver, Esq. P.O. Box 791 Monterey, CA 93942-0791 (831) 373-1241; doliver@fentonkeller.com
If to County:	County of Monterey Public Works, Facilities and Parks c/o Real Property Specialist 1441 Schilling Place, South Bldg., 2 nd Floor Salinas, California 93901 Phone: 831-755-4859 Email: salcidog@co.monterey.ca.us
If to BSLT:	Big Sur Land Trust Attn: Rachel Saunders, Director of Conservation 509 Hartnell Street, Monterey, CA 93940 Phone: 831-625-5523 x109 Email: rsaunders@bigsurlandtrust.org

15. SUCCESSORS AND ASSIGNS

This Agreement and the rights, interests, and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

16. AMENDMENT OR MODIFICATION

This Agreement may be amended, altered or modified only by a writing specifying such amendment, alteration or modification, executed by authorized representatives of the parties hereto.

17. COVENANT AND CONDITION

Each term and condition of this Agreement performable by the parties to this Agreement shall be construed to be both a covenant and condition.

18. TIME

Time is and shall be of the essence for each term and provision of this Agreement.

19. FURTHER ACTIONS

Each of the parties agrees to execute and deliver to the other all such documents and instruments, and to take such actions, as may reasonably be required to give effect to the terms and conditions of this Agreement.

20. INTERPRETATION

This Agreement has been negotiated by and between the representatives of both parties. Accordingly, any rule of law (including California Civil Code, Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes and intent of the parties as indicated in the recitals to this Agreement.

21. CAPTIONS

Titles or captions of sections and subsections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of it.

22. SEVERABILITY

If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

23. BUSINESS DAYS

Except as may otherwise be provided in this Agreement, if any date specified herein for commencement or expiration of time periods occurs on a day other than a Business Day (defined as any day other than a Saturday, Sunday or holiday observed by national banks), then such date shall be postponed to the following Business Day.

24. CONSENT TO USE OF ELECTRONIC SIGNATURES

The parties to this Amendment consent to the use of electronic signatures via DocuSign to execute this Amendment. 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 Amendment hereby authenticate and execute this Amendment and any and all Exhibits to this Amendment, 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.

25. ENTIRE AGREEMENT

This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof except as may be set forth in writing executed by both parties contemporaneously with, or subsequent to this Agreement. The performance of this Agreement constitutes the entire consideration for the easement interest described herein.

Signature Pages Below

In witness whereof, the parties have executed this Agreement as of the last date opposite the respective signatures below.

GRANTOR:

**Clinton Eastwood, as his sole and separate property,
as to an undivided 1/2 interest**

By: 
Clinton Eastwood

Date: July 23, 2024

**Margaret Eastwood, as Trustee of the
Margaret Eastwood Trust U/D/T
dated August 21, 1990, as to an undivided 1/2 interest**

By: 
Margaret Eastwood, Trustee

Date: 8-1-2024

GRANTEE(s)

BIG SUR LAND TRUST

Big Sur Land Trust, a California nonprofit
public benefit corporation

By: _____

Jeannette Tuitele-Lewis

President/CEO

Big Sur Land Trust

Date: _____

COUNTY

County of Monterey, a political subdivision of
the State of California
Housing & Community Development

By: _____

Craig Spencer, Director

Date: _____

Approved as to Form:

Name: _____

Office of the County Counsel

Susan K. Blich, County Counsel

By: _____

Mary Grace Perry

Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions:

Auditor-Controller's Office

Rupa Shah, Auditor-Controller

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "1"
Draft Permanent Access Easement ("PAE") Deed

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO**

**Big Sur Land Trust
509 Hartnell St,
Monterey, CA 93940**

APN: 243-071-008

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

PERMANENT ACCESS EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Clinton Eastwood, as his sole and separate property, as to an undivided 1/2 interest, and Margaret Eastwood, as Trustee of the Margaret Eastwood Trust U/D/T dated August 21, 1990, as to an undivided 1/2 interest,** hereinafter collectively called "Grantor", hereby grants to **Big Sur Land Trust, a California nonprofit public benefit corporation,** hereinafter called "Grantee", its successors and assigns, a permanent and perpetual non-exclusive easement with non-exclusive surface rights ("Easement"), regarding the Carmel River Floodplain Restoration and Environmental Enhancement project ("CRFREE") for right of ingress, egress and access purposes over and across Grantor's real property situated in the County of Monterey, State of California, currently identified as Assessor's Parcel Number 243-071-008 ("Parcel"), as said Easement is described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof (hereinafter referred to as the "Easement Area"). Use of the Easement extends to Grantee and its agents, employees, contractors, licensees, and invitees in accordance with the terms of this Permanent Access Easement Deed ("Deed").

Grantor further grants to Grantee, its successors and assigns:

- A. The non-exclusive right to clear obstructions, trees, bushes and vegetation from the Easement Area as may be required for the safe and proper use, operation, maintenance of the Easement Area.
- B. Grantor reserves the right to make use of the Parcel, including the Easement Area, for purposes consistent with Grantee's use and that will not interfere with Grantee's use and full enjoyment of the rights granted herein; provided that Grantor, his/her/its/their heirs, successor or assigns shall not conduct or permit any of the following activity on, upon, or within the Easement Area without the express written consent of Grantee:
 - (a) erect or construct any building or structure;
 - (b) install any encroachment or cover any portion;
 - (c) plant or cultivate trees or plants, bushes or vegetation;
 - (d) drill or perform underground activity; and

- (e) change or alter the existing surface elevation (grade), or any portions thereof.
- C. This grant of Easement is expressly conditioned upon Grantee obtaining all regulatory permits or approvals required by the relevant regulatory agencies for the Grantee's use of the Easement Area, and upon Grantee's compliance with all applicable municipal, state and federal laws, rules and regulations.
- D. If Grantee fails to commence CRFREE project construction within the Easement Area within four (4) years after the date of the recording of this Deed with the County Recorder, County of Monterey, such failure shall be conclusive evidence of Grantee's abandonment of said Easement and all the rights hereunder shall terminate; provided, however, that in the event of such termination, Grantee shall, upon written request of Grantor, execute and deliver a quitclaim to Grantor for said Easement and Easement Area as a matter of record.
- E. Grantee shall repair or agree to pay for damages to the Parcel or Grantor's personal property, if any, caused by Grantee's use of the Easement Area.
- F. Grantee agrees to indemnify Grantor, his/her/its/their heirs, successors or assigns, against all damages, expenses, costs and charges, and to save Grantor, his/her/its/their heirs, successors or assigns, harmless from any and all claims for damages by third parties, and all loss and liability caused by the wrongful or negligent act or omission of the Grantee, its agents, employees, contractors, licensees, or invitees.
- G. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Signature Pages Follow

GRANTOR

**Clinton Eastwood, as his sole and separate property,
as to an undivided 1/2 interest**

By: _____


Clinton Eastwood

Date: _____

July 23, 2024

**Margaret Eastwood, as Trustee of the
Margaret Eastwood Trust U/D/T
dated August 21, 1990, as to an undivided 1/2 interest**

By: _____


Margaret Eastwood, Trustee

Date: _____

8-1-24

GRANTEE

**Big Sur Land Trust,
a California nonprofit public benefit corporation**

By: _____

**Jeannette Tuitele-Lewis
President/CEO
Big Sur Land Trust**

Date: _____

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
COUNTY OF Monterey

On July 23, 2024, before me Kristie M. Campbell,
Notary Public, personally appeared Clinton Eastwood 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.

Kristie M. Campbell
Notary Public



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
COUNTY OF Monterey

On August 1, 2024, before me Kristie M. Campbell,
Notary Public, personally appeared Margaret Eastwood 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.

Kristie M. Campbell (Seal)
Notary Public



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 _____

COUNTY OF _____

On _____, before me _____,
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.

Notary Public (Seal)

EXHIBIT 'A'
LEGAL DESCRIPTION

Certain real property situate in the County of Monterey, State of California, and being a portion of Adjusted Parcel P as described in the deed recorded January 14, 2016, as Document No. 2016002232 in the Official Records of said County, described as follows:

Beginning at the northeasterly corner of said Parcel; thence

- 1) South 06°45'10" East, 39.10 feet along the easterly boundary of said parcel; thence departing said boundary
- 2) Westerly 65.30 feet along the arc of a curve to the left, of which the radius point lies South 01°03'22" East, a radial distance of 860.00 feet, through a central angle of 04°21'02"; thence
- 3) South 84°35'37" West, 55.43 feet; thence
- 4) Westerly 207.43 feet along the arc of a tangent curve to the right having a radius of 416.00 feet, through a central angle of 28°34'08" to a point on the northwesterly boundary of said Parcel; thence along said boundary
- 5) North 69°33'39" East, 37.05 feet; thence
- 6) North 89°22'20" East, 283.89 feet to the POINT OF BEGINNING.

Containing 12,484 square feet, or 0.29 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

The bearings contained in this description are based on the California Coordinate System of 1983, Zone 4.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 2172

5/24/2024
DATE



THE BEARINGS SHOWN HEREON ARE
BASED ON CCS 1983, ZONE 4.

ADJUSTED PARCEL O
DOC. #2016002231, O.R.

STATE HIGHWAY NO. 1

N69°33'39"E 37.05'

N89°22'20"E 283.89'

Δ=4°21'02"
R=860.00'
L=65.30'

POINT OF
BEGINNING

S6°45'10"E
39.10'

S84°35'37"W
55.43'

Δ=28°34'08"
R=416.00'
L=207.43'

DESCRIBED AREA:
±0.29 ACRES

ADJUSTED PARCEL P
DOC. #2016002232, O.R.

S103°22'E (RADIAL)

PARCEL A
VOL. 20, SURVEYS,
PG. 66



SCALE: 1" = 100'

EXHIBIT 'B'
PLAT TO ACCOMPANY DESCRIPTION

MONTEREY COUNTY, CALIFORNIA
MAY 2024



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

Exhibit "2"
Draft Temporary Construction Easement ("TCE") Deed

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO**

**Monterey County
Housing and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527**

APN: 243-071-008

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

TEMPORARY CONSTRUCTION EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Clinton Eastwood, as his sole and separate property, as to an undivided 1/2 interest, and Margaret Eastwood, as Trustee of the Margaret Eastwood Trust U/D/T dated August 21, 1990, as to an undivided 1/2 interest,** hereinafter collectively called "Grantor", hereby grants to the **County of Monterey, a political subdivision of the State of California**, hereinafter called "Grantee", its successors and assigns, a non-exclusive Temporary Construction Easement (hereinafter referred to as the "TCE"), for construction of the Carmel River Floodplain Restoration and Environmental Enhancement project ("CRFREE"), on, over, under and across Grantor's real property located in the County of Monterey, State of California, currently identified as Assessor's Parcel Number 243-071-008 ("Parcel"), as said TCE is described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof (hereinafter referred to as the "TCE Area"). Use of the TCE extends to Grantee and its agents, employees, and contractors in accordance with the terms of this Temporary Construction Easement Deed ("Deed").

Grantor further grants to Grantee, its successors and assigns:

- A. The non-exclusive right to clear obstructions, trees, bushes and vegetation from the TCE Area as may be required for the safe and proper use, operation, maintenance of the TCE Area.
- B. Grantor reserves the right to make use of the Parcel, including the TCE Area, for purposes consistent with Grantee's use and that will not interfere with Grantee's use and full enjoyment of the rights granted herein; provided that Grantor, his/her/its/their heirs, successor, or assigns shall not conduct or permit any of the following activity on, upon, or within the TCE Area without the express written consent of Grantee:
 - (a) erect or construct any building or structure;
 - (b) install any encroachment or cover any portion;
 - (c) plant or cultivate trees or plants, bushes or vegetation;

- (d) drill or perform underground activity; and
 - (e) change or alter the existing surface elevation (grade), or any portions thereof.
- C. Grantor shall permit and allow Grantee, its agents and/or contractors to enter upon the TCE Area on Grantor's Parcel during the TCE Term, as said term is defined in paragraph F herein below. Grantee shall provide to Grantor at least 48 hours' advance written notice before Grantees' entry on the TCE Area.
- D. Grantee's access to the TCE Area shall be from Highway 1, and in no case shall Grantee access the TCE Area from the Parcel without Grantor's prior written permission.
- E. The term of this TCE shall be four (4) years from commencing as of the date of the recording of this Deed with the County Recorder, County of Monterey ("TCE Term"). The TCE Term may be extended upon written approval from the Grantor.
- F. This TCE is expressly conditioned upon Grantee obtaining all regulatory permits or approvals required by the relevant regulatory agencies for the Grantee's use of the TCE Area, and upon Grantee's compliance with all applicable municipal, state and federal laws, rules and regulations.
- G. If Grantee fails to commence CRFREE project construction within the TCE Area within four (4) years after the date of the recording of this Deed with the County Recorder, County of Monterey, such failure shall be conclusive evidence of Grantee's abandonment of said TCE and all the rights hereunder shall terminate; provided, however, that in the event of such termination, Grantee shall, upon written request of Grantor, execute and deliver a quitclaim for said TCE and TCE Area as a matter of record.
- H. Grantee shall repair or agree to pay for damages to the Parcel or Grantor's personal property, if any, caused by Grantee's use of the TCE Area.
- I. Grantee agrees to indemnify Grantor, his/her/its/their heirs, successor or assigns, against all damages, expenses, costs and charges, and to save Grantor, his/her/its/their heirs, successor or assigns, harmless from any and all claims for damages by third parties, and all loss and liability caused by the wrongful or negligent act or omission of the Grantee, its agents, employees, or contractors.
- J. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Signature Pages Follow

GRANTOR

Clinton Eastwood, as his sole and separate property,
as to an undivided 1/2 interest

By: 
Clinton Eastwood

Date: July 23, 2024

Margaret Eastwood, as Trustee of the
Margaret Eastwood Trust U/D/T
dated August 21, 1990, as to an undivided 1/2 interest

By: 
Margaret Eastwood, Trustee

Date: 8-1-20-24

GRANTEE

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

By: _____
Craig Spencer
Director of Housing and Community Development

Date: _____

APPROVED AS TO FORM:

Office of the County Counsel
Susan K. Blich, County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

Date: _____

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
COUNTY OF Monterey

On July 23, 2024, before me Kristie M. Campbell,
Notary Public, personally appeared Clinton Eastwood 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.

Kristie M. Campbell (seal)
Notary Public



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
COUNTY OF Monterey

On August 1, 2024, before me Kristie M. Campbell,
Notary Public, personally appeared Margaret Eastwood 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.

Kristie M. Campbell (Seal)
Notary Public



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 _____

COUNTY OF _____

On _____, before me _____,
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.

Notary Public (Seal)

EXHIBIT 'A'
LEGAL DESCRIPTION OF A
TEMPORARY CONSTRUCTION EASEMENT

Certain real property situate in the County of Monterey, State of California, described as follows:

Being a portion of that certain real property described as Adjusted Parcel P in the deed recorded January 14, 2016, as Document Number 2016002232 in the Official Records of said County, described as follows:

Area 1

Commencing at the most westerly corner of said Adjusted Parcel P; thence along the westerly boundary of said Parcel

Northeasterly 35.48 feet along the arc of a curve to the right, of which the radius point lies South 54°03'07" East, a radial distance of 19,870.00 feet, through a central angle of 00°06'08", to the **POINT OF BEGINNING**; thence continuing along said curve and boundary of said Parcel

- 1) Northeasterly 144.51 feet, through a central angle of 00°25'00"; thence tangentially
- 2) North 36°28'01" East, 45.40 feet; thence along the northerly boundary of said Parcel
- 3) North 69°33'39" East, 105.73 feet; thence departing the boundary of said Parcel
- 4) South 45°33'53" West, 269.38 feet; thence
- 5) South 85°55'39" West, 19.23 feet to the POINT OF BEGINNING.

Together with a portion of said Adjusted Parcel P:

Area 2

Beginning at the northeasterly corner of said Parcel; thence

- 6) South 06°45'10" East, 49.15 feet along the easterly boundary of said parcel; thence departing said boundary
- 7) Westerly 65.54 feet along the arc of a curve to the left, of which the radius point lies South 0°59'20" East, a radial distance of 850.00 feet, through a central angle of 04°25'04"; thence
- 8) South 84°35'37" West, 55.43 feet; thence
- 9) Westerly 222.78 feet along the arc of a tangent curve to the right having a radius of 426.00 feet, through a central angle of 29°57'48" to a point on the northwesterly boundary of said Parcel; thence along said boundary
- 10) North 69°33'39" East, 51.37 feet; thence
- 11) North 89°22'20" East, 283.89 feet to the POINT OF BEGINNING.

Containing a total of 0.53 acre, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

The bearings contained in this description are based on the California Coordinate System of 1983, Zone 4.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 2172

5/24/2024
DATE



THE BEARINGS SHOWN HEREON ARE
BASED ON CCS 1983, ZONE 4.

ADJUSTED PARCEL O
DOC. #2016002231, O.R.

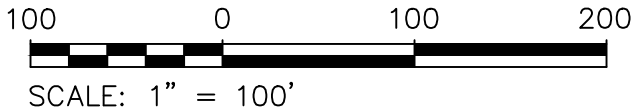
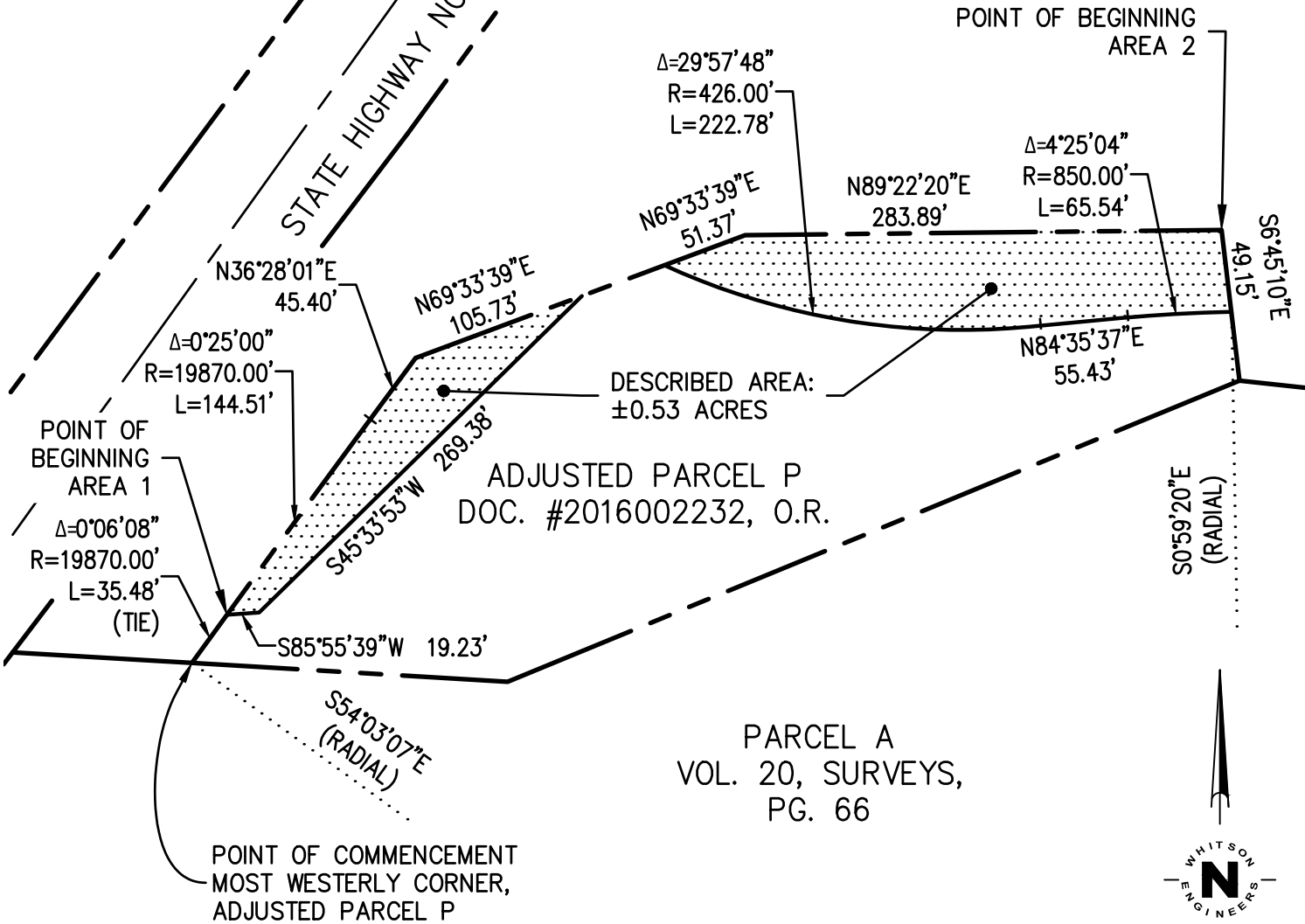


EXHIBIT 'B'
PLAT TO ACCOMPANY DESCRIPTION
OF A TEMPORARY CONSTRUCTION EASEMENT
MONTEREY COUNTY, CALIFORNIA
MAY 2024



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

T:\Monterey Projects\2172\Survey\Legal Desc\Phase 2 Easements\Eastwood Esmt Plats.dwg

Exhibit “3”
Non-Foreign Certificate

2024 Real Estate Withholding Statement**593**AMENDED: ☐

Escrow or Exchange No. _____

Part I Remitter Information ☒ REEP ☐ Qualified Intermediary ☐ Buyer/Transferee ☐ Other _____

Business name			☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.		
First name	Initial	Last name	SSN or ITIN		
Address (apt./ste., room, PO box, or PMB no.)					
City (If you have a foreign address, see instructions.)			State	ZIP code	Telephone number

Part II Seller/Transferor Information If a grantor or nongrantor trust, check the box that applies. ☒ Grantor ☐ Nongrantor Trust

First name/Grantor	Initial	Last name/Grantor	SSN or ITIN
Spouse's/RDP's first name (if jointly owned)	Initial	Last name	Spouse's/RDP's SSN or ITIN (if jointly owned)
Business/Nongrantor Trust name (if applicable)			☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.
Address (apt./ste., room, PO box, or PMB no.)			
City (If you have a foreign address, see instructions.)		State	ZIP code
Property address (provide street address, parcel number, and county)			Ownership percentage . %

Part III Certifications which fully exempt the sale from withholding (See instructions)**Determine whether you qualify for a full withholding exemption. Check all boxes that apply to the property being sold or transferred.**

- ☒ 1. ☐ The property qualifies as the seller's (or decedent's, if sold by the decedent's estate or trust) principal residence under Internal Revenue Code (IRC) Section 121.
- ☒ 2. ☐ The seller (or decedent, if sold by the decedent's estate or trust) last used the property as the seller's (decedent's) principal residence under IRC Section 121 without regard to the two-year time period.
- ☒ 3. ☐ The seller has a loss or zero gain for California income tax purposes on this sale. Complete Part VI, Computation on Side 2.
- ☒ 4. ☐ The property is compulsorily or involuntarily converted, and the seller intends to acquire property that will qualify for nonrecognition of gain under IRC Section 1033.
- ☒ 5. ☐ The transfer qualifies for nonrecognition treatment under IRC Section 351 (property transferred to a corporation controlled by the transferor) or IRC Section 721 (property contributed to a partnership in exchange for a partnership interest).
- ☒ 6. ☐ The seller is a corporation (or a limited liability company (LLC) classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of business in California.
- ☒ 7. ☐ The seller is a California partnership or qualified to do business in California (or an LLC that is classified as a partnership for federal and California income tax purposes that is not a single member LLC that is disregarded for federal and California income tax purposes).
- ☒ 8. ☐ The seller is a tax-exempt entity under California or federal law.
- ☒ 9. ☐ The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust.

If you checked one or more boxes in line 1 through line 9, withholding is not required. **Do not** complete Part IV. Go to Side 3, complete the perjury statement and sign. Provide Sides 1-3 to the remitter before the close of escrow or exchange transaction to submit to the Franchise Tax Board.

Part IV Certifications that may partially or fully exempt the sale from withholding or if no exemptions apply (See instructions)**Determine whether you qualify for a full, partial, or no withholding exemption. Check all boxes that apply to the property being sold or transferred.**

- ☒ 10. ☐ The transfer qualifies as either a simultaneous or deferred like-kind exchange under IRC Section 1031. See instructions for Form 593, Part IV.
- ☒ 11. ☐ The transfer of this property is an installment sale where the buyer must withhold on the principal portion of each installment payment. Copy of the promissory note is attached at the close of escrow. Complete Part V, Buyer/Transferee Information on Side 2. Withholding may be required.
- ☒ 12. ☐ **No exemptions apply.** Check this box if the exemptions in Part III or Part IV, line 10 and line 11, do not apply. Remitter must complete Part VII, Escrow or Exchange Information, on Side 3 for amounts to withhold. Withholding is required.

Remitter name	SSN, ITIN, FEIN, CA corp no., or CA SOS file no.
---------------	--

Part V Buyer/Transferee Information

Complete this part if you checked box 11 in Part IV for an installment agreement.

First name/Grantor	Initial	Last name/Grantor	SSN or ITIN
Spouse's/RDP's first name (if jointly purchased)	Initial	Last name	Spouse's/RDP's SSN or ITIN
Business/Nongrantor Trust name (if applicable)			☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.
Address (apt./ste., room, PO box, or PMB no.)			
City (If you have a foreign address, see instructions.)		State	ZIP code
		Telephone number	
Principal Amount of Promissory Note	Installment Amount	Interest Rate	Repayment Period
		%	Number of months

Buyer's/Transferee's Acknowledgment to Withhold

Read the "Buyer/Transferee" information below.

I acknowledge that I am required to withhold on the principal portion of each installment payment to the seller/transferor for the above shown California real property either at the rate of 3 1/3% (.0333) or the Alternative Withholding Calculation, as specified by the seller/transferor on Form 593, Real Estate Withholding Statement, of the principal portion of each installment payment. I will complete Form 593 for the principal portion of each installment payment and send one copy of each to the Franchise Tax Board (FTB) along with Form 593-V, Payment Voucher for Real Estate Withholding, the withholding payment, and give one copy of Form 593 to the seller/transferor. I will send each withholding payment to the FTB by the 20th day of the month following the month of the installment payment. If the terms of the installment sale, promissory note, or payment schedule change, I will promptly inform the FTB. I understand that the FTB may review relevant escrow documents to ensure withholding compliance. I also understand that I am subject to withholding penalties if I do not withhold on the principal portion of each installment payment and do not send the withholding along with Form 593 to the FTB by the due date, or if I do not send one copy of Form 593 to the seller/transferor by the due date. **Go to Side 3, complete the perjury statement and sign.**

Part VI Computation

Complete this part if you checked and certified box 3 in Part III, or to calculate an alternative withholding calculation amount.

13. Selling price	13
14. Selling expenses	14
15. Amount realized. Subtract line 14 from line 13	15
16. Enter the price you paid to purchase the property (see instructions, How to Figure Your Basis.)	16
17. Seller/Transferor-paid points	17
18. Depreciation	18
19. Other decreases to basis	19
20. Total decreases to basis. Add line 17 through line 19	20
21. Subtract line 20 from line 16	21
22. Cost of additions and improvements	22
23. Other increases to basis	23
24. Total increases to basis. Add line 22 and line 23	24
25. Adjusted basis. Add line 21 and line 24	25
26. Enter any suspended passive activity losses from this property	26
27. Add line 25 and line 26	27
28. Estimated gain or loss on sale. Subtract line 27 from line 15 and enter the amount here.	
If you have a loss or zero gain, skip lines 29 and 30. Certify on Side 3. Withholding is not required.	
28. If you have a gain, go to line 29 to calculate your withholding	28

Remitter name

SSN, ITIN, FEIN, CA corp no., or CA SOS file no.

29. Alternative withholding calculation amount. Check the applicable box for the filing type.

- ☐ Individual 12.3% ☐ Corporation 8.84% ☐ Bank and Financial Corporation 10.84% ☐ Trust 12.3%
☐ Non-California Partnership 12.3% ☐ S Corporation 13.8% ☐ Financial S Corporation 15.8%

Multiply the amount on line 28 by the tax rate for the filing type selected above and enter the amount here. This is the alternative withholding calculation amount. If you elect the alternative withholding calculation amount, then check the appropriate box on line 36, Boxes B-H, and enter the amount on line 37 **29** _____

30. Sales price withholding amount. Multiply the selling price on line 13 by 3 1/3% (.0333).

This is the sales price withholding amount. If you select the **sales price withholding amount**, check box A on line 36 below and enter the amount on line 37 **30** _____

Part VII Escrow or Exchange Information

31. Escrow or Exchange Number **31** _____

32. Date of Transfer, Exchange Completion, Failed Exchange, or Installment Payment (mm/dd/yyyy) **32** _____

33. Sales Price, Failed Exchange, or Boot Amount \$ _____ x Ownership Percentage _____ % **33** _____

34. Amount that should have been withheld in a **cash poor transaction** **34** _____

35. Type of Transaction (Check One Only): ●

- A** ☐ Conventional Sale/Transfer **C** ☐ Boot **E** ☐ Cash Poor
B ☐ Installment Sale Payment **D** ☐ Failed Exchange

36. Withholding Calculation (Check One Only): ●**Sales Price Method**

- A** ☐ 3 1/3% (.0333) x Sales Price, Boot, or Installment Sale Payment

Alternative Withholding Calculation Election

- B** ☐ Individual 12.3% x Gain on Sale **F** ☐ S Corporation 13.8% x Gain on Sale
C ☐ Non-California Partnership 12.3% x Gain on Sale **G** ☐ Financial S Corporation 15.8% x Gain on Sale
D ☐ Corporation 8.84% x Gain on Sale **H** ☐ Trust 12.3% x Gain on Sale
E ☐ Bank and Financial Corp. 10.84% x Gain on Sale

37. Amount Withheld from this Seller/Transferor **37** _____

Title and escrow persons, and exchange accommodators are not authorized to provide legal or accounting advice for purposes of determining withholding amounts. Transferors are strongly encouraged to consult with a competent tax professional for this purpose.

Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Perjury Statement

Under penalties of perjury, I hereby certify that the information provided above is, to the best of my knowledge, true and correct. I further certify that: Check the applicable box(es):

- ☐ The sale is fully exempt from withholding as indicated by a check mark(s) in Part III.
☐ The sale is fully or partially exempt from withholding as indicated by a check mark in Part IV, box 10 or 11.
☐ The seller has elected the Alternative Withholding Calculation as indicated by a check mark in Part VII, line 36 (B-H).
☐ The buyer/transferee understands and accepts the withholding requirements as stated on the Buyer's/Transferee's Acknowledgment to Withhold in Part V. The buyer/transferee should only check this box when involved in an installment sale.
☐ The Remitter (Qualified Intermediary) acknowledges this is a cash poor transaction as indicated by a check mark in Part VII, line 35, box E.

Sign Here

It is unlawful to forge a spouse's/RDP's signature.

Seller's/Transferor's signature

X

Date

Seller's/Transferor's spouse's /RDP's signature

X

Date

Buyer's/Transferee's signature

X

Date

Buyer's/Transferee's spouse's/RDP's signature

X

Date

Remitter's name and Title/Escrow business name

Telephone Number