

Attachment A

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Project: Davis Road Bridge Project
Grantors: Yuki Nojo, LLC
Parcel No.: 207-032-004

AGREEMENT FOR PURCHASE OF REAL PROPERTY

This Agreement for Purchase of Real Property is between the County of Monterey, a political subdivision of the State of California (GRANTEE), and Yuki Nojo, LLC, a California Limited Liability Company (GRANTORS).

The parties hereby agree as follows:

1. PROPERTY:

GRANTORS agree to sell and GRANTEE agrees to purchase a permanent easement and temporary construction easement (Easements) described in Exhibits "A" and "B" (attached and incorporated by this reference) being a portion of property in Monterey County located at 145 South Davis Road, Salinas, California, further identified as APN 207-032-004 for use by GRANTEE on the Davis Road Bridge Project (the Project Property). GRANTORS agree to grant a Permanent Roadway Easement and 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 Exhibits "A" and "B".

2. DELIVERY OF DOCUMENTS:

Concurrently with the execution of this Agreement, the Permanent Easement Deed shall be executed and delivered by GRANTORS to Steve Harris, Project Manager for Overland, Pacific & Cutler, LLC, acting for the GRANTEE for the purpose of placing the Permanent Easement Deed into escrow. Prior to placing the Permanent Easement into escrow, the purchase of the Project Property must be approved by the Monterey County 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 Monterey County, California in accordance with written escrow instructions delivered to escrow by GRANTEE and GRANTOR. The Temporary Construction Easement Deed will not be recorded.

This transaction shall be handled through an escrow with Chicago Title Company, 50 Winham Street, Salinas, California 93901. Within five (5) days after this Agreement is executed by GRANTEE and GRANTORS, GRANTORS shall complete, execute and deliver to Escrow Holder (i) an affidavit executed by GRANTORS certifying that GRANTORS are not "foreign persons" within the meaning of Internal Revenue Code Section 1445(f)(3), and meeting the requirements of Internal Revenue Code Section 1445(b)(2), (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, and (iii) register as a new vendor at the Monterey County web site: <http://www.in.co.monterey.ca.us/cao/vendorinfo.htm>.

3. PURCHASE PRICE AND TITLE:

The purchase price for the Permanent Easement and Temporary Construction Easement is THREE HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED NINETY AND NO/100 DOLLARS (\$331,690.00). GRANTEE shall deliver the purchase price into escrow promptly after delivery of the Permanent Roadway Easement Deed and Temporary Construction Easement Deed into escrow. GRANTORS shall, by Grant of Easement, grant to GRANTEE the Project Property, free and clear of tax liens that would render the Easements unsuitable for their intended purposes.

Escrow agent shall deliver the purchase price to GRANTORS, 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/or unrecorded. Good, marketable title to the Permanent Easement, subject to the Permitted Exceptions (Monterey County will take title subject to exception numbers 1 thru 4, providing taxes and assessments are paid current, and 5, 6, 7, 8, 9, 10 and 11 provided the beneficiaries of the deeds of trusts and other financial statements, recorded or unrecorded leases (such as, Nunes Vegetables, Inc. agricultural Addendum to Lease Agreement) contained in these exceptions agree to subordinate their interests to Monterey County's interests in the Permanent Roadway Easement, as shown in Chicago Title Company Preliminary Title Report dated February 28, 2019 and) showing the Permanent Easement interest to the Permanent Easement vested in Grantee. GRANTEE shall pay all costs of escrow and recording fees incurred in this transaction and including GRANTOR'S fees for appraisal services of \$5,000 from Piini Realty Inc. invoice dated October 23, 2019.

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 Roadway Easement area described in the document delivered herewith, for rights of way for the purpose of road improvements and bridge construction. Access to GRANTOR'S adjacent property across the permanent easement shall be unrestricted

5. TEMPORARY CONSTRUCTION EASEMENT:

A Temporary Construction Easement (TCE) is needed for the purpose of: providing access for construction. Said temporary easement shall be for a period of thirty-six (36) months from the date of the close of escrow as documented by Chicago Title Company. Permission is hereby granted to GRANTEE or its authorized agent to enter upon GRANTOR'S land

where necessary within that certain area identified as a Temporary Construction Easement (TCE) for the purpose described above.

It is further agreed and understood between GRANTORS and GRANTEE that GRANTEE or GRANTEE'S contractor shall be authorized to enter GRANTOR'S remainder property for the purpose of removing and/or replacing any improvements noted in the appraisal of the property requiring replacement if applicable. Said improvements will be temporarily replaced during the period of construction to retain the nature of the property and will be replaced in "Like Kind" by GRANTEE'S contractor at no expense to GRANTORS following construction of the project.

GRANTEE and/or GRANTEE's contractor shall maintain unrestricted access to GRANTOR and/or GRANTOR's lessee to Grantor's adjacent property at pre-existing access locations from Davis Road across both Permanent and Temporary Easements at all times for farming operations during the term of the TCE and post construction.

6. PRORATION OF TAXES:

GRANTORS authorize GRANTEE to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon which are to be cleared from the title to the Project Property.

7. WARRANTY OF STATUS OF TITLE:

As a covenant that will survive the close of escrow, GRANTORS warrant that GRANTORS are 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 except those accepted by GRANTEE in writing (see Escrow Instructions controlling this transaction).

8. EASEMENTS WARRANTY:

GRANTORS warrant 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.

9. LEASE WARRANTY:

GRANTORS warrant that there are no oral or written leases on any portion of the Project Property and GRANTEE 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.

10. POSSESSION:

GRANTEE shall have the right of possession and use of the Permanent Easement areas including the right to remove and dispose of improvements. Such possession shall commence at the time of close of escrow documented by Chicago Title Company.

11. IMPROVEMENTS:

Except as may be otherwise provided herein, the purchase price for the Project Property includes compensation for any and all improvements situated within the Permanent Easement areas (Project Property) as described in the appraisal of the Project Property.

12. WARRANTY AGAINST MATERIAL DEFECTS:

GRANTORS have no knowledge, actual or constructive, of any material defects in the Project Property.

13. HAZARDOUS WASTE MATERIAL:

GRANTORS hereby represent and warrant 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. GRANTORS further represent and warrant that GRANTORS have 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'S 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 from the GRANTORS.

GRANTORS 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 13, 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. GRANTOR'S obligations pursuant to this Section 13 shall survive the close of escrow and recordation of the Permanent Easement Deed.

14. 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.

15. GOVERNING LAW:

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

16. 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. GRANTORS are compelled to sell, and GRANTEE is compelled to acquire the Project Property and, Grantee has informed Grantor that condemnation will be sought unless Grantor agrees to a sale of the easement property. Both GRANTORS and GRANTEE recognize the expense, time, effort and risk to both GRANTORS 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.

17. 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.

18. 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.

19. 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 Grantors:

Yuki Nojo, LLC
c/o Edward Morimoto
460 Monterey Avenue
Los Gatos, CA 95030

To Grantee:

County of Monterey
Carl Holm
RMA DIRECTOR
1441 Schilling Place
Salinas, CA 93901

20. COUNTERPARTS:

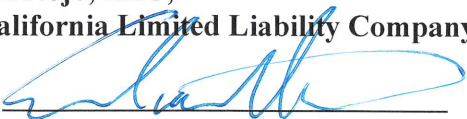
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

**AGREEMENTS FOR PURCHASE OF REAL 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.

GRANTORS

**Yuki Nojo, LLC,
a California Limited Liability Company**

By: 

Date: 5/28/20

Name: EDWARD S. MORIMOTO

Title: MANAGING MEMBER

GRANTEE

County of Monterey

By: _____
Carl Holm
RMA DIRECTOR

Date: _____

APPROVED AS TO FORM:
Office of the County Counsel

By: 
Mary Grace Perry
Deputy County Counsel

Date: October 29, 2020

EXHIBIT "A"
PERMANENT EASEMENT
Legal Description and Plat Map

Yuki Nojo LLC, a California limited liability company ("Grantor") grants to the County of Monterey, a political subdivision of the State of California ("Grantee") a permanent nonexclusive right of entry and easement over, in, on and across that portion of the property of Grantor as described in the Legal Description and Plat Map which is a part hereof, for use as a roadway and rights of way for road and bridge purposes.

That certain real property situated in Rancho Nacional, County of Monterey, State of California, and being a portion of that certain 65.046 acre parcel of land conveyed to Takeo Yuki from Salinas Tile Guarantee Company by deed dated February 9, 1953 and recorded in Volume 1434 of Official Records, at Page 423, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at a point on the southwesterly boundary of said 65.046 acre parcel, said point being a point on the northeasterly line of Hitchcock Road, a County Road, 60 feet wide, from which the southwesterly corner of said 65.046 acre parcel bears N. 56°27'40" W 742.81 feet distant; thence from said Point of Beginning and along said boundary and road line


- 1) N. 56°07'40" W., 642.62 feet to that certain point of cusp described as being the terminus of Course No. 3 in the Final Order of Condemnation to the County of Monterey dated April 26, 1966, and recorded April 26, 1966 in Reel 459 of Official Records, at Page 306, Records of Monterey County; thence leaving said boundary and road line and along Courses No. 4 through 8 of said Final Order, said courses being along the southeasterly road line of Davis Road, a County Road and tangentially curving
- 2) Northerly along the arc of a circular curve to the right with a radius of 50.00 feet, the center of which bears N. 33°52'20" E., 50.00 feet distant) through a central angle of 89°29'46" (89°29'10" deed) for an arc distance of 78.10 feet (78.09 feet, deed); thence leaving said curve and tangent thereto
- 3) N. 33°22'06" E., 242.12 feet (N. 31°22'00" E., deed); thence tangentially curving
- 4) Northeasterly along the arc of a circular curve to the right with a radius of 6962.21 feet (6962.00 feet, deed), the center of which bears S. 56°37'54" E., 6962.21 feet distant) through a central angle of 2°54'20" for an arc distance of 353.06 feet (353.05 feet, deed); thence leaving said curve but not tangent thereto
- 5) N. 36°15'47" E., 2791.01 feet (N. 34°16'20" E., 2790.92 feet, deed); thence tangentially curving
- 6) Westerly along the arc of a circular curve to the right with a radius of 60.00 feet, the center of which bears S. 53°44'13" E., 60.00 feet distant) through a central angle of 80°22'30" (80°23'00" deed) for an arc distance of 84.17 feet (84.18 feet, deed) to a point on the northeasterly boundary of the aforesaid 65.046 acre parcel; thence leaving said courses of the aforesaid Final Order and said curve and tangent thereto and along said northeasterly boundary
- 7) S. 63°21'43" E., 656.13 feet to the most easterly corner of said 65.046 acre parcel; thence leaving said northeasterly boundary and along the southeasterly boundary of said 65.046 acre parcel
- 8) S. 36°15'08" W., 26.85 feet; thence leaving said southeasterly boundary

- 9) N. 68°23'47" W., 339.54 feet; thence
- 10) N. 59°09'48" W., 240.50 feet; thence
- 11) S. 75°38'43" W., 124.45 feet; thence
- 12) S. 36°15'47" W., 418.23 feet; thence
- 13) S. 43°58'12" W., 201.34 feet; thence
- 14) S. 35°45'05" W., 447.78 feet; thence
- 15) S. 36°26'52" W., 620.22 feet; thence
- 16) S. 36°49'36" W., 508.45 feet; thence
- 17) S. 33°51'47" W., 443.66 feet; thence
- 18) S. 56°08'13" E., 14.00 feet; thence
- 19) S. 33°51'47" W., 10.00 feet; thence
- 20) N. 56°08'13" W., 14.00 feet; thence
- 21) S. 34°31'46" W., 615.74 feet; thence
- 22) S. 33°22'06" W., 78.00 feet; thence
- 23) S. 56°07'40" E., 51.00 feet; thence
- 24) S. 33°52'20" W., 12.00 feet; thence
- 25) S. 56°07'40" E., 150.00 feet; thence
- 26) S. 52°18'19" E., 120.00 feet; thence
- 27) S. 56°07'40" E., 152.45 feet; thence
- 28) S. 54°18'18" E., 105.11 feet; thence
- 29) S. 51°02'10" E., 75.00 feet to the Point of Beginning.

CONTAINING an area of 3.583 acres of land, more or less, with 0.211 acres being within the County Road easement granted by Yuki Farms Limited Partnership II, et al, to the County of Monterey by easement deed dated July 11, 2002, and recorded December 4, 2002 as Document No. 2002116875 of the Official Records of Monterey County.

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°36'37". To obtain ground level distances, multiply the distances shown by 1.0000592.

The above described parcel is shown on the plat attached hereto and made a part hereof.



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

July 12, 2019



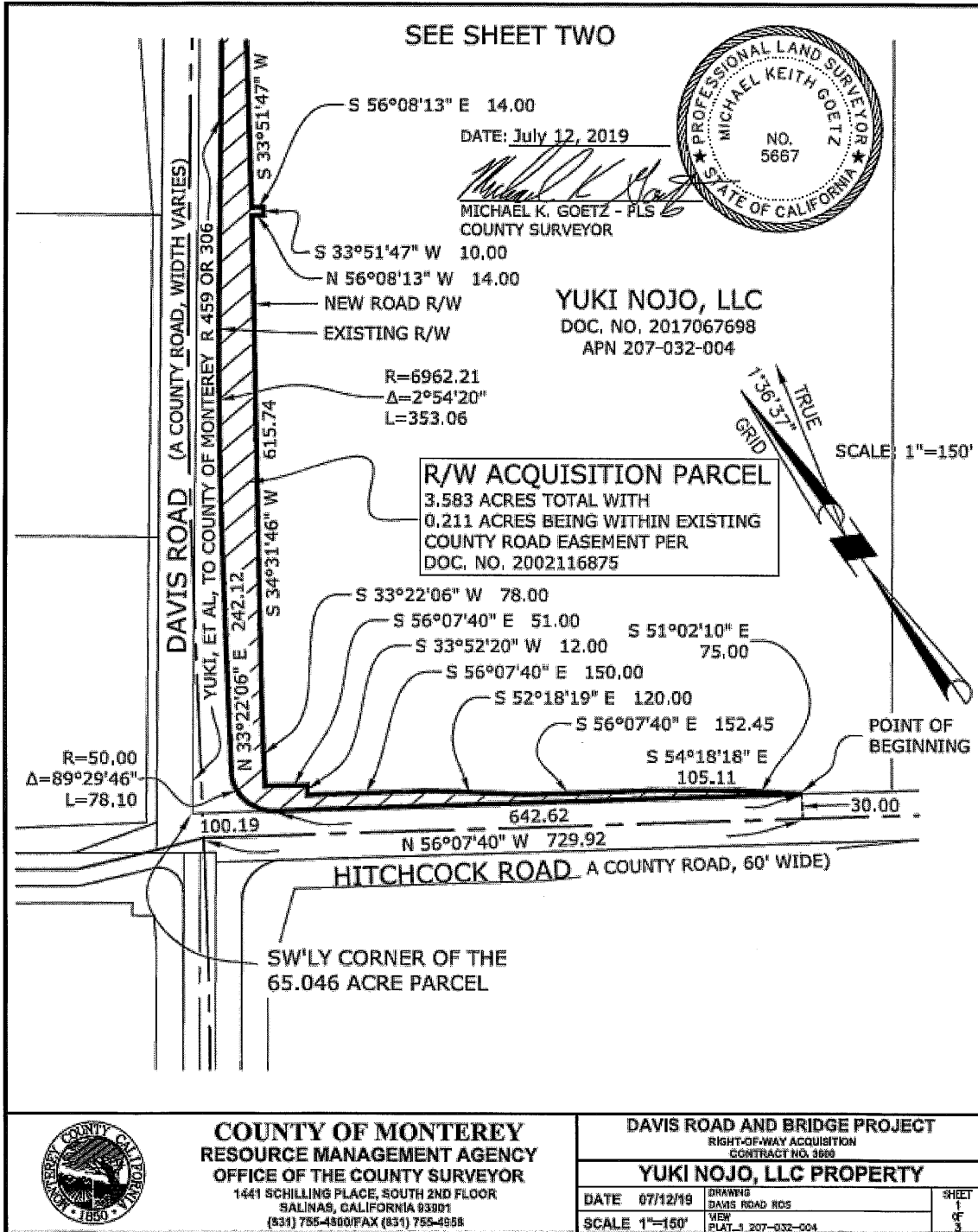


EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
Plat Map

Yuki Nojo LLC, a California limited liability company ("Grantor") grants to the County of Monterey, a political subdivision of the State of California ("Grantee") a temporary nonexclusive right of entry and easement over, in, on and across that portion of the property of Grantor which is identified as a Temporary Construction Easement in the Plat Map which is a part hereof for the purpose of providing access for road and bridge construction. The term of the easement granted herein is for a period of thirty-six (36) months from the date this grant of easement is recorded with the Monterey County Recorder. Upon expiration of the term Grantee shall have no further right in the easement.

