

Attachment C

This page intentionally left blank.

Project: Hartnell Road Bridge Project
Grantors: GabeGarcia, LLC
and KDeveaux, LLC
Parcel No.: 153-011-053

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 GabeGarcia, LLC, a California Limited Liability Company, as to an undivided 50% interest; and KDeveaux, LLC, a California Limited Liability Company, as to an undivided 50% interest, as Tenants in Common (GRANTORS).

The parties hereby agree as follows:

1. PROPERTY:

GRANTORS agree to sell and GRANTEE agrees to purchase certain land described in Exhibits "A" and "B" (attached and incorporated by this reference) being a portion of property in Monterey County located at 2242 Alisal Road, Salinas, California, further identified as APN 153-011-053 for use by GRANTEE on the Hartnell 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 Exhibit "A".

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 FORTY THOUSAND FOUR HUNDRED DOLLARS (\$40,400.00). GRANTEE shall deliver the purchase price into escrow promptly after delivery of the Permanent Roadway Easement Deed and Temporary Construction Easement 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 interests vests in GRANTEE free and clear of all tax liens. Good, marketable title to the Permanent Easement rights, subject to the Permitted Exceptions (Monterey County will take title subject to all exceptions other than tax liens) showing the Permanent Easement interests to the Permanent Easement vested in Grantee, subject only to the Permitted Exceptions. GRANTEE shall pay all costs of escrow and recording fees incurred in this transaction.

In addition, Grantee shall pay Grantor's contractor, The Don Chapin Company, the sum of EIGHTY THOUSAND FIVE HUNDRED AND ZERO DOLLARS (\$80,500.00) as the agreed upon cost to cure for bank protect mitigation work by Grantor's contractor upon completion of said bank protection mitigation work by Grantor's contractor required as a result of County's project improvements on Grantor's property. Payment to Grantor's contractor shall be made through the established escrow account upon completion of said bank protection mitigation work under terms as agreed to by and between the parties to this Agreement.

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 area described in the document delivered herewith, for rights of way for the purpose of road improvements and bridge construction.

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 twenty four (24) months from the date of the deposit of funds into 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, including but not limited to any chain link security fencing impacted by the project.

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:

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the Project Property by GRANTEE, and/or its designees or assignees including the right to remove and dispose of improvements shall commence on deposit of funds into escrow as documented by Chicago Title Company and that the amount shown in Clause 3 herein includes, but is not limited

to, full payment for such possession and use, including interest and damages, if any, from said date.

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 area (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. 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:
GabeGarcia, LLC
c/o Gabriel Garcia
KDeveaux, LLC
22520 Murietta Road
Salinas, CA 93908

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 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.

GRANTORS

GabeGarcia, LLC, a California Limited Liability Company

By: [Signature] Date: 4/7/20
Name/Title: _____

5.4.2020
By: Manager/Member Date: _____
Name/Title: _____

KDeveaux, LLC, a California Limited Liability Company

By: Kelly Darcia / owner Date: 4/7/2020
Name/Title: _____

5.4.2020
By: Manager/Member Date: _____
Name/Title: _____

GRANTEE

County of Monterey

By: _____
Carl Holm
RMA DIRECTOR

Date: _____

APPROVED AS TO FORM: *As Revised @ p. 6.*
County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

Date: *May 4, 2020*

EXHIBIT "A"
PERMANENT EASEMENT
Legal Description and Plat Map
APN: 153-011-053

Certain real property situate in Rancho El Alisal, County of Monterey, State of California, described as follows:

Being a portion of that certain real property shown as Parcel B on that certain map filed as Volume 12 Parcel Maps at Page 166 of said County, more particularly described as follows:

Beginning at a point on the southerly line of said property, said Point of Beginning being the intersection of the southerly line of Rancho El Alisal and the westerly right-of-way line of Hartnell Road, said Point of Beginning also being northerly terminus of the course shown as North 33°45' East, 2.90 feet on said map; thence from said Point of Beginning along the southerly line of said Parcel B, said line also being the Rancho line between Rancho El Alisal and Rancho Llano de Buena Vista

- 1) North 62°16'31" West, 5.66 feet; thence departing said southerly line
- 2) North 22°48'47" East, 48.66 feet; thence
- 3) North 6°27'46" West, 64.39 feet; thence
- 4) North 33°49'35" East, 70.60 feet; thence
- 5) North 55°07'58" East, 45.19 feet; thence
- 6) North 36°47'12" East, 273.72 feet; thence
- 7) South 56°00'38" East, 25.37 feet, more or less, to a point on the westerly right-of-way line of Hartnell Road; thence along said westerly right-of-way line
- 8) South 33°45'00" West, 482.27 feet to the Point of Beginning

Containing an area of 17,160 square feet, more or less.

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

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

 9/11/19

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 3212.03



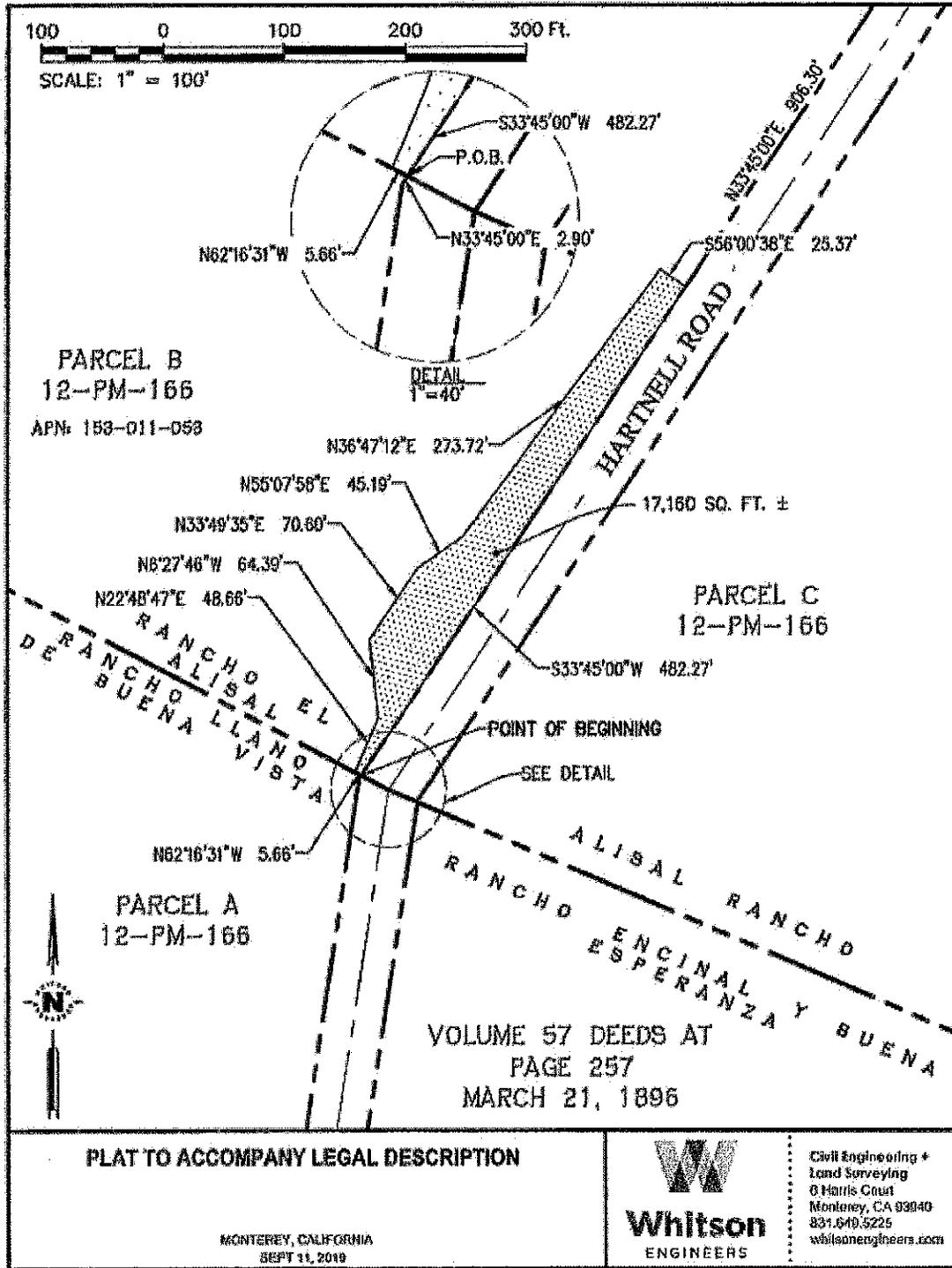


EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
Legal Description and Plat Map
APN: 153-011-053

Certain real property situate in Rancho El Alisal, County of Monterey, State of California, described as follows:

Being a portion of that certain real property shown as Parcel B on that certain map filed as Volume 12 Parcel Maps at Page 166 of said County, more particularly described as follows:

Beginning at a point on the southerly line of said property, said Point of Beginning being distant North 62°16'31" West, 5.66 feet from the intersection of the southerly line of Rancho El Alisal and the westerly line of the Hartnell Road right-of-way, said Point of Beginning also being northerly terminus of the course shown as North 33°45' East, 2.90 feet on said map; thence from said Point of Beginning along the southerly line of said Parcel B, said line also being the Rancho line between Rancho El Alisal and Rancho Llano de Buena Vista

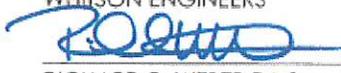
- 1) North 62°16'31" West, 38.71 feet; thence departing said southerly line
- 2) North 27°37'43" East, 82.97 feet; thence
- 3) North 14°22'56" East, 21.01 feet; thence
- 4) North 34°09'54" East, 73.50 feet; thence
- 5) North 38°41'02" East, 40.37 feet; thence
- 6) North 39°23'26" East, 187.81 feet; thence
- 7) North 34°01'57" East, 84.18 feet; thence
- 8) South 55°52'28" East, 11.69 feet; thence
- 9) South 36°47'12" West, 273.72 feet; thence
- 10) South 55°07'58" West, 45.19 feet; thence
- 11) South 33°49'35" West, 70.60 feet; thence
- 12) South 06°27'46" East, 64.39 feet; thence
- 13) South 22°48'47" West, 48.66 feet to the Point of Beginning

Containing an area of 6,429 square feet, more or less.

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

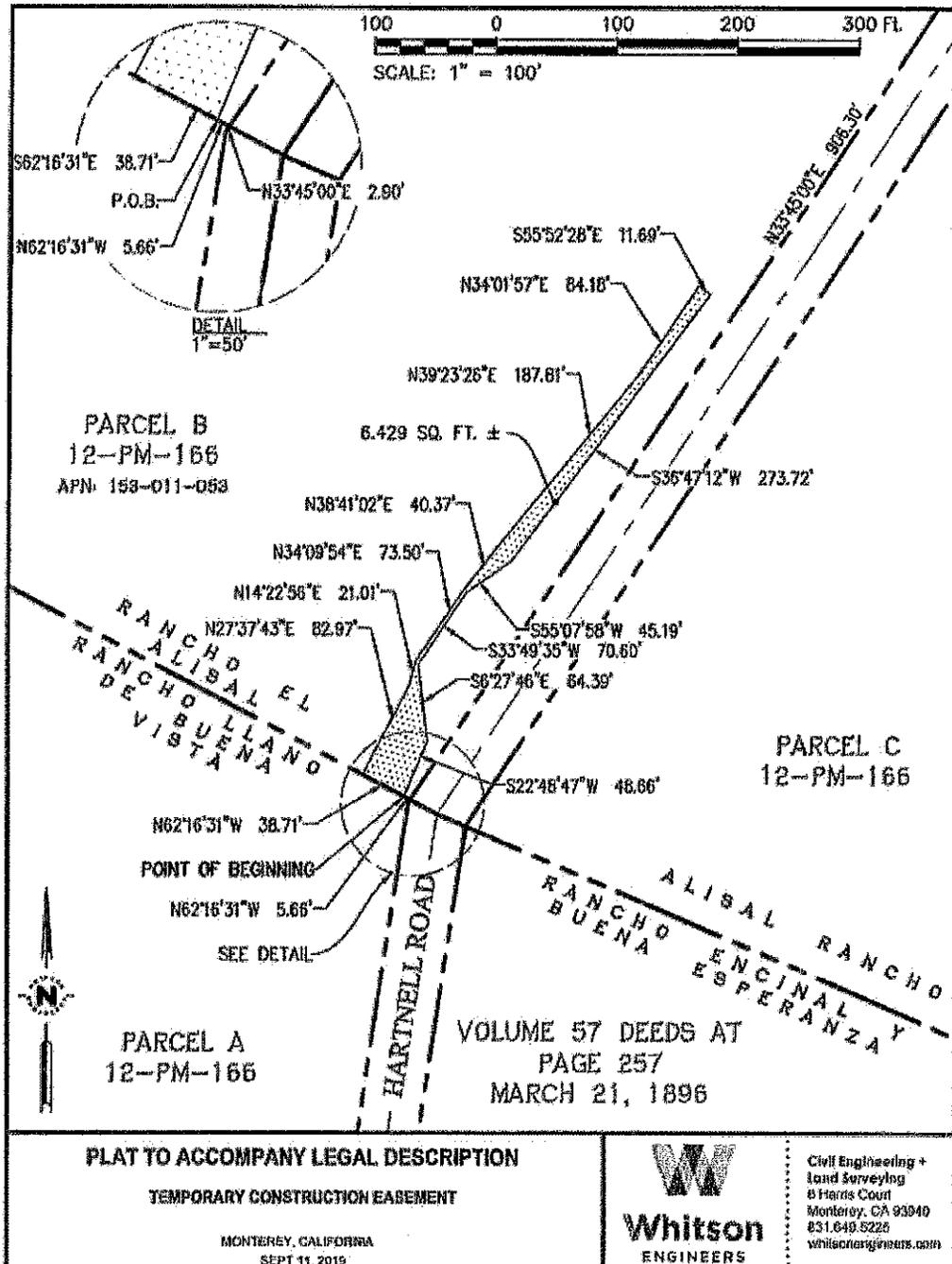
END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS


RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 3212.03

9/11/19





This page intentionally left blank.