

Attachment C

Project: Davis Road Bridge Project
Grantors: Merrill Jacks Ranch #2, LP
Parcel No.'s: 203-041-004, 005 and 207-041-011

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 Merrill Jacks Ranch #2, L.P. (GRANTORS).

The parties hereby agree as follows:

1. PROPERTY:

GRANTORS agree to sell and GRANTEE agrees to purchase certain land described in Exhibits "A", "A-1", "B", "C", "D", "E", "E-1" and "E-2" (attached and incorporated by this reference) being a portion of property in Monterey County located at 14701 Reservation Road, Salinas, California, further identified as APN(s) 203-041-004, 005 and 207-041-011 for use by GRANTEE on the Davis Road Bridge Project (the Project Property). GRANTORS agree to grant two (2) Permanent Roadway Easements, two (2) Permanent Utility Easements, a Permanent PG&E Gas Line Easement, and Temporary Construction Easement (TCE) on the terms and conditions set forth in this Agreement. The form of the Permanent Easement Deeds is as depicted in Exhibits "A", "A-1", "B", "C" and "D".

2. DELIVERY OF DOCUMENTS:

Concurrently with the execution of this Agreement, the Permanent Easement Deeds 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 Deeds into escrow. Prior to placing the Permanent Easements into escrow, the purchase of the Project Property must be approved by the Monterey County Board of Supervisors. The Permanent Easement Deeds shall not 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 Deeds until such time as the Permanent Easement Deeds are 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

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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>.

The parties to this contract 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 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.

3. PURCHASE PRICE AND TITLE:

The purchase price for the Permanent Easements and Temporary Construction Easement is SIX HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$698,450.00). GRANTEE shall deliver the purchase price into escrow promptly after delivery of the Permanent Roadway Easement Deeds, Permanent Utility Easement Deeds and Temporary Construction Easement Deed into escrow. GRANTORS shall, by Grant of Easements, 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 tax liens. Good, marketable title to the Permanent Easements, 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 Easements vested in Grantee, subject only to the Permitted Exceptions. GRANTEE shall pay all costs of escrow and recording fees incurred in this transaction.

4. PERMANENT EASEMENT:

Permission is hereby granted to the GRANTEE and its authorized agents and contractors to enter on GRANTOR'S land, within the Permanent Roadway Easements, Permanent Utility Easements and Permanent PG&E Gas Line Easement areas described in the documents delivered herewith, for rights of way for the purpose of road improvements and bridge construction.

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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 forty-eight (48) 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.

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. 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.

8. 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.

In addition, within the limits of the Project, and in compliance with the Project's regulatory permits, the work to be completed as part of the Project includes removal of the existing Davis Road low-water crossing and roadway within the riparian area of the Salinas River. The Project also proposes to re-contour and revegetate the Salinas River channel within the Project limits and repair existing field levees impacted by the Project's construction activities. The Project grading and contouring work within the river channel will adhere to Project's Environmental Impact Report (EIR) and supporting hydrology report so as not to impact the upstream or downstream flooding potential of the Salinas River. The GRANTEE agrees to coordinate with GRANTOR the work to restore and repair of the

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existing levees. Any excess soil resulting from the Project and originating from within the Easement areas, will be offered to the GRANTOR for GRANTOR's use.

9. 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.

10. GOVERNING LAW:

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

11. 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.

12. 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.

13. 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.

14. 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.

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To Grantors:

Merrill Jacks Ranch #2, LP
c/o Ross Merrill
18900 Portola Drive
Salinas, CA 93908

To Grantee:

County of Monterey
Randell Ishii
PFWP DIRECTOR
1441 Schilling Place
Salinas, CA 93901

15. 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

Merrill Jacks Ranch #2, L.P.

By: Susan Merrill Date: 12-17-21
Susan Merrill, General Partner

1999 Merrill Grandchildren Irrevocable Trust U/T/A
dated December 9, 1999 (General Partner)

By: William H. Stoffers Date: 12/16/2021
William H. Stoffers, Trustee

By: Greg Thelen Date: 12/18/21
Greg Thelen, Trustee

GRANTEE

County of Monterey

DocuSigned by:
By: Randell Ishii
Randell Ishii
PFWP DIRECTOR
Date: 3/15/2022 | 5:17 PM PDT

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APPROVED AS TO FORM:
County Counsel

By: DocuSigned by: Mary Grace Perry
A1033B2BE717442
Mary Grace Perry
Deputy County Counsel

Date: 1/13/2022 | 11:45 AM PST

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EXHIBIT "A"
PERMANENT ROADWAY EASEMENT
 Legal Description and Plat Map
 APN: 203-041-004

That certain real property situated in Monterey City Lands, Tract No. 1, County of Monterey, State of California, and being a portion of that certain 241.95 acre parcel of land conveyed from Margaret A. Jacks and Wells Fargo Bank to T. R. Merrill by deed dated February 21, 1957, and recorded in Volume 1774 of Official Records, at Page 571, Records of Monterey County, California, said portion being more particularly described as follows:

Commencing at the point of intersection of the northeasterly boundary of said 241.95 acre parcel with the northwesterly line of Davis Road, a County Road of varying width, said point being the most northerly corner of that certain parcel of land conveyed to the County of Monterey from T. R. Merrill, et ux, by deed dated August 28, 1957, and recorded September 11, 1957 in Volume 1815 of Official Records, at Page 448, Records of Monterey County; thence from said point and along said northwesterly road line

- a) S. 36°17'31" W., 162.71 feet (S. 34°17'45" W., 162.11 feet, deed);
thence
 - b) S. 48°03'36" W., 49.03 feet (S. 46°03'35" W., 49.05 feet, deed);
thence
 - c) S. 36°17'31" W., 127.13 feet (S. 34°17'45" W., deed) to the True Point of Beginning; thence from said Point of Beginning and continuing along said road line
- 1) S. 36°17'31" W., 122.87 feet (S. 34°17'45" W., deed); thence
 - 2) S. 32°28'40" W., 150.33 feet (S. 30°28'55" W., deed); thence
 - 3) S. 36°17'31" W., 534.47 feet (S. 34°17'45" W., 534.48 feet, deed); thence tangentially curving
 - 4) Westerly along the arc of a circular curve to the right with a radius of 50.00 feet, (the center of which bears N. 53°42'29" W., 50.00 feet distant) through a central angle of 86°47'05" (86°46'05" feet, deed) for an arc distance of 75.73 feet (75.72 feet, deed) to a point on the northeasterly line of Reservation Road, a County Road of varying width, as conveyed to the County of Monterey from T. R. Merrill, et ux, by deed dated August 28, 1957, and recorded September 11, 1957 in Volume 1815 of Official Records, at Page 445, Records of Monterey County, Records of Monterey County; thence leaving said line of Davis Road and said curve and tangent thereto and along said northeasterly line of Reservation Road
 - 5) N. 56°55'24" W., 199.32 feet (N. 58°56'10" W., deed); thence thence tangentially curving
 - 6) Westerly along the arc of a circular curve to the left with a radius of 835.05 feet (835 feet, deed), (the center of which bears S. 33°03'47" W., 835.05 feet distant) through a central angle of 37°44'12" for an arc distance of 549.99 feet;

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- thence leaving said line of Reservation Road and said curve but not tangent thereto
- 7) N. 68°06'41" E., 67.74 feet; thence
 - 8) S. 83°16'14" E., 226.41 feet; thence
 - 9) S. 68°55'53" E., 300.79 feet; thence
 - 10) S. 86°56'11" E., 130.44 feet; thence
 - 11) N. 78°21'25" E., 58.00 feet; thence
 - 12) N. 42°39'31" E., 170.91 feet; thence
 - 13) N. 49°26'25" E., 159.59 feet; thence
 - 14) N. 36°17'31" E., 233.87 feet; thence
 - 15) N. 18°01'03" E., 105.34 feet; thence
 - N. 36°44'12" E., 9.60 feet; thence tangentially curving
 - 16) Easterly along the arc of a circular curve to the right with a radius of 40.40 feet, (the center of which bears S. 53°15'48" E., 40.40 feet distant) through a central angle of 90°00'00" for an arc distance of 63.46 feet; thence leaving said curve and tangent thereto
 - 17) S. 53°15'48" E., 2.76 feet to the Point of Beginning.

CONTAINING an area of 1.435 acres of land, more or less.

The above bearings and distances are based on the California Coordinate System 1983 Zone IV. To obtain bearings relative to true north, the grid bearings shown must be rotated clockwise approximately 1°36'37". To obtain ground level distances, multiply the distances shown by 1.0000592.

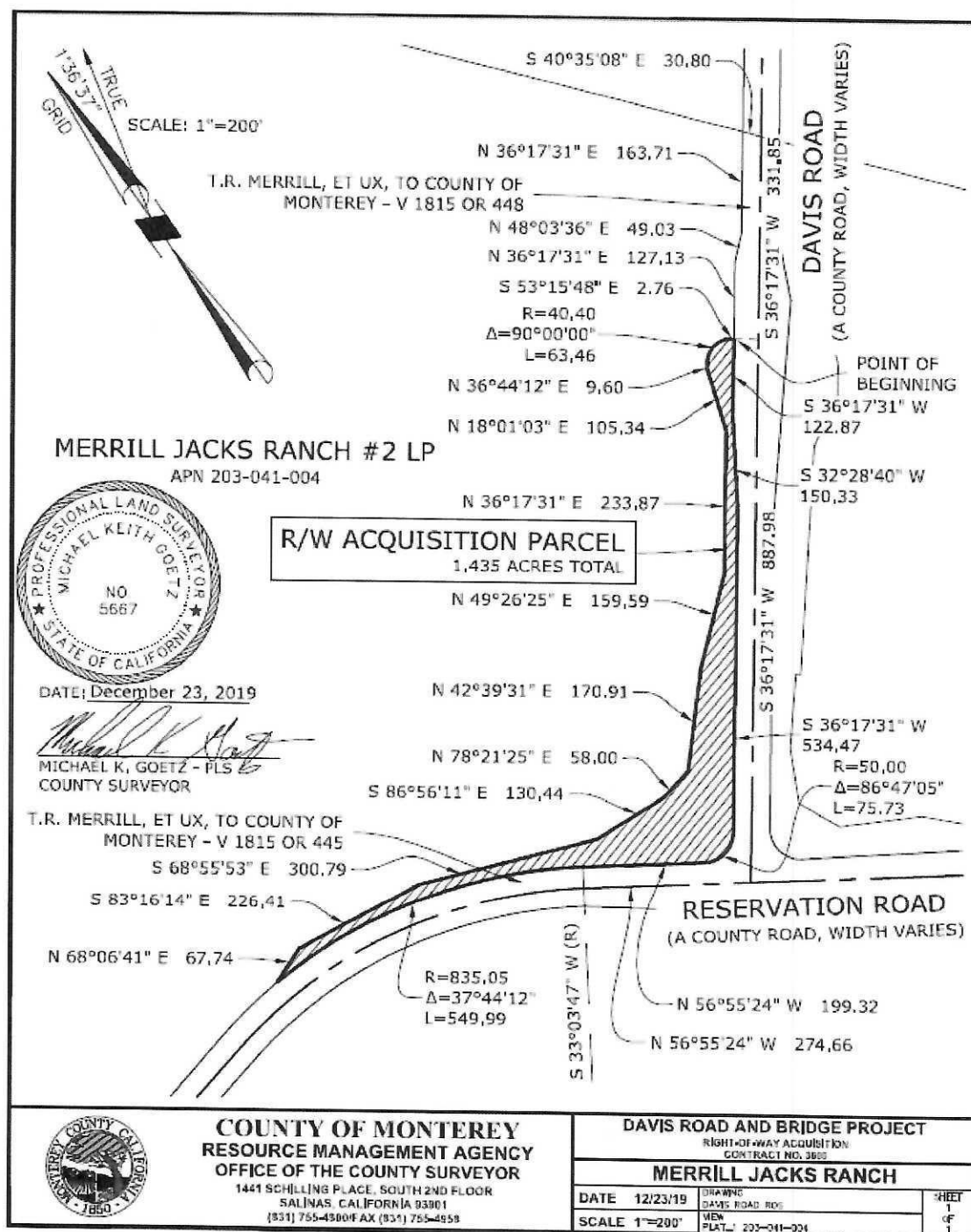
The above described parcel is shown on the plat attached hereto and made a part hereof.


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

December 23, 2019



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EXHIBIT "A-1"
PERMANENT ROADWAY EASEMENT
 Legal Description and Plat Map
 APN: 203-041-005

That certain real property situated in Monterey City Lands, Tract No. 1, County of Monterey, State of California, and being a portion of that certain 241.95 acre parcel of land conveyed from Margaret A. Jacks and Wells Fargo Bank to T. R. Merrill by deed dated February 21, 1957, and recorded in Volume 1774 of Official Records, at Page 571, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the point of intersection of the northeasterly boundary of said 241.95 acre parcel with the southeasterly line of Davis Road, a County Road of varying width, said point being the most easterly corner of that certain parcel of land conveyed to the County of Monterey from T. R. Merrill, et ux, by deed dated August 28, 1957, and recorded September 11, 1957 in Volume 1815 of Official Records, at Page 448, Records of Monterey County; thence from said point and along said northeasterly boundary

- 1) S. 40°35'32" E., 54.49 feet (S. 42°32' E., deed); thence leaving said northeasterly boundary
- 2) S. 36°44'12" W., 313.44 feet; thence
- 3) S. 53°15'48" E., 11.36 feet; thence tangentially curving
- 4) Southerly along the arc of a circular curve to the right with a radius of 40.40 feet, (the center of which bears S. 36°44'12" W., 40.40 feet distant) through a central angle of 90°00'00" for an arc distance of 63.46 feet to a point; thence leaving said curve and tangent thereto
- 5) S. 36°44'12" W., 49.60 feet; thence
- 6) S. 61°01'48" W., 88.85 feet; thence
- 7) S. 38°56'24" W., 373.90 feet; thence
- 8) N. 51°01'01" W., 7.79 feet; thence
- 9) S. 39°48'37" W., 122.54 feet; thence
- 10) S. 26°38'14" W., 90.57 feet; thence
- 11) S. 24°38'11" E., 77.67 feet; thence
- 12) S. 62°21'28" E., 136.07 feet; thence
- 13) S. 44°30'52" E., 329.49 feet to a point on the northeasterly line of Reservation Road, a County Road of varying width, as conveyed to the County of Monterey from T. R. Merrill, et ux, by deed dated August 28, 1957, and recorded September 11, 1957 in Volume 1815 of Official Records, at Page 445, Records of Monterey County, Records of Monterey County; thence along said northeasterly line of Reservation Road and curving but not tangentially
- 14) Westerly along the arc of a circular curve to the right with a radius of 779.97 feet (780.00 feet, deed), (the center of which bears N. 14°27'11" E., 779.97 feet distant) through a central angle of 2°07'04" for an arc distance of 28.83 feet; thence leaving said curve and curving but not tangentially

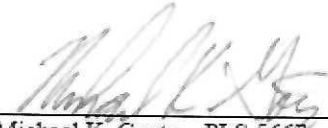
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- 15) Northwesterly along the arc of a circular curve to the left with a radius of 1040.00 feet, (the center of which bears N. 44°43'26" W., 1040.00 feet distant) through a central angle of 11°38'50" for an arc distance of 211.41 feet; thence leaving said curve but not tangentially
- 16) N. 57°55'43" W., 284.97 feet (N. 59°56'30" W., 285.00 feet, deed); thence leaving said northeasterly line of Reservation Road and curving but not tangentially
- 17) 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°04'36" E., 50.00 feet distant) through a central angle of 93°12'55" (93°13'55", deed) for an arc distance of 81.35 feet (81.36 feet, deed) to a point on the aforesaid southeasterly line of Davis Road; thence leaving said curve and tangent thereto and along said southeasterly road line
- 18) N. 36°17'31" E., 525.48 feet (N. 34°17'45" E., 525.46 feet, deed); thence
- 19) N. 40°06'21" E., 150.33 feet (N. 38°06'35" E., deed); thence
- 20) N. 40°08'24" E., 188.19 feet (N. 38°08'40" E., deed); thence
- 21) N. 24°41'25" E., 112.53 feet (N. 22°41'45" E., 112.58 feet, deed); thence
- 22) N. 36°17'31" E., 149.72 feet (N. 34°17'45" E., 148.15 feet, deed) to the Point of Beginning.

CONTAINING an area of 1.863 acres of land, more or less.

The above bearings and distances are based on the California Coordinate System 1983 Zone IV. To obtain bearings relative to true north, the grid bearings shown must be rotated clockwise approximately 1°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.

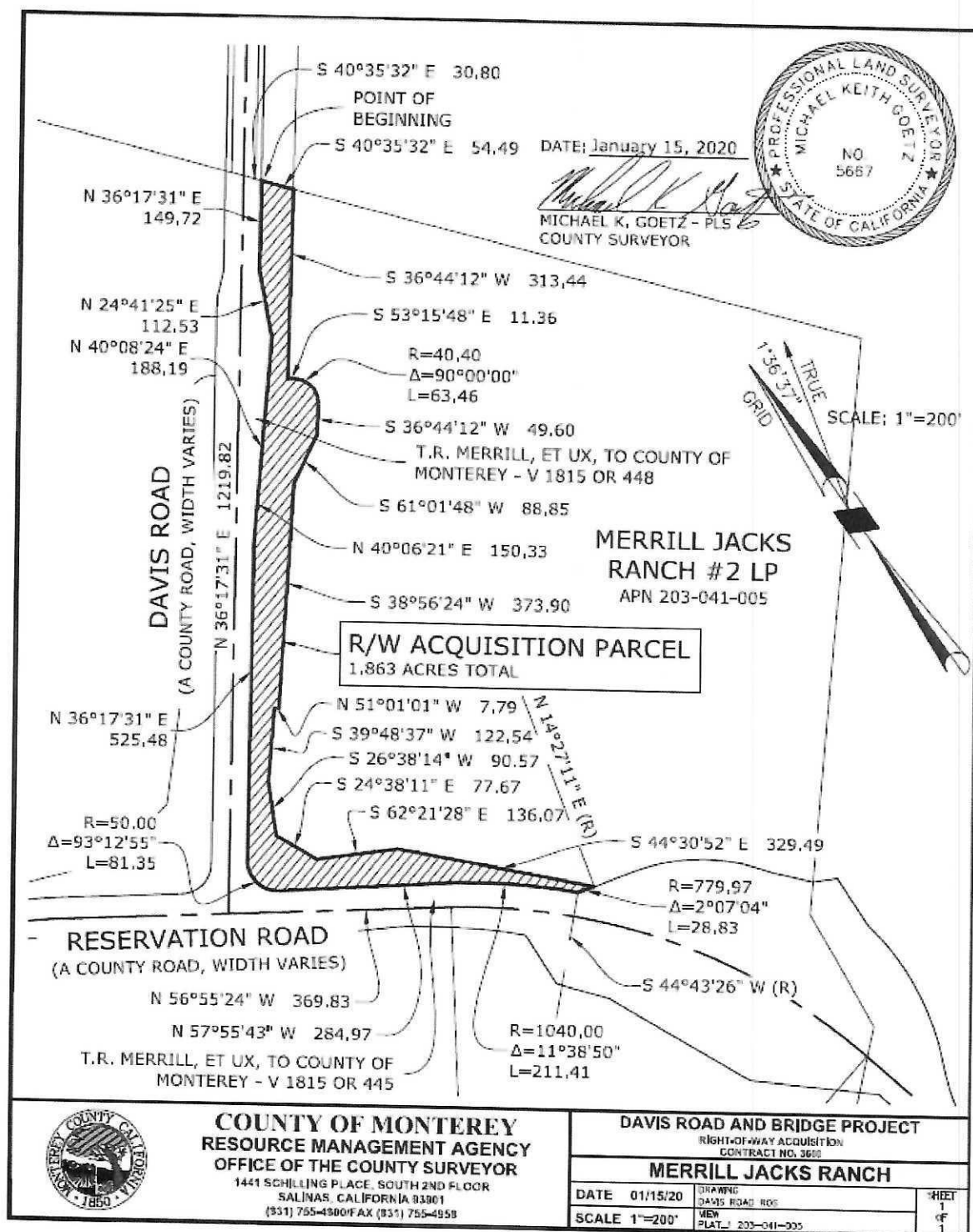

Michael K. Goetz – PLS 5667

County Surveyor
Monterey County, California

December 20, 2019

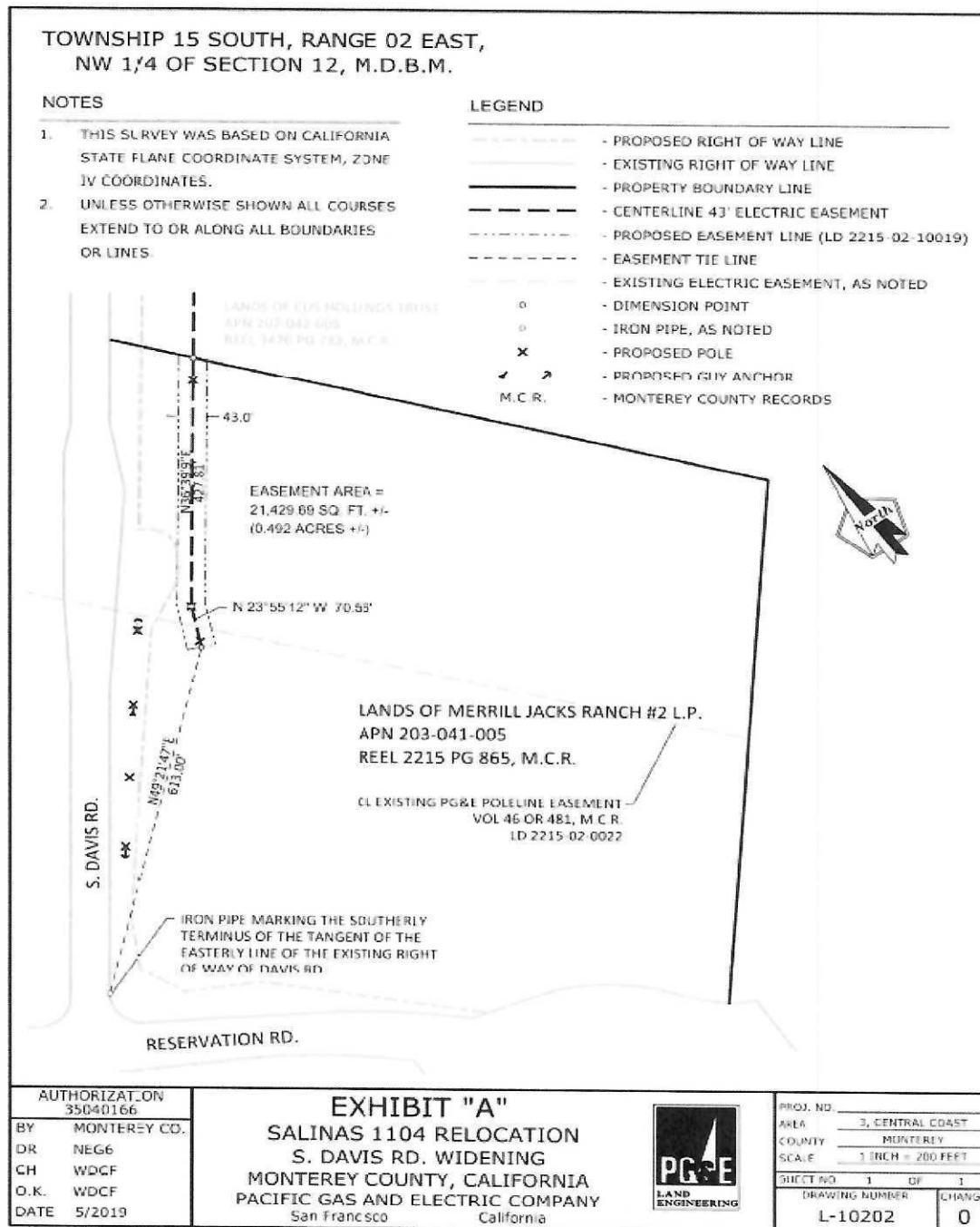


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EXHIBIT "B"
PERMANENT UTILITY EASEMENT
 APN: 203-041-005



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EXHIBIT "C"
PERMANENT PG&E GAS LINE EASEMENT
Legal Description and Plat Map
APN(S): 203-041-004, 207-041-011

LANDS

Being a portion of the lands of MERRILL JACKS RANCH #2, L.P. as described in the deed dated December 02, 1993, and recorded December 13, 1993 and recorded in Reel 3037 of Official Records Page 814, Monterey County Records, and being a portion of lands of T.R. MERRILL as described in Book 2168 of Official Records, Page 136, and dated March 14, 1961, and recorded July 25, 1961, Monterey County Records.

APN: 203-041-004, 207-041-011

EASEMENT AREA

Beginning at the intersection of the northwesterly boundary line of Davis Road with the easterly boundary line of said lands and running along said northwesterly boundary line

- 1) south 36°17'31" west 1041.52 feet continuing along the northwesterly line of Davis Road
- 2) south 48°03'20" west 49.04 feet; thence
- 3) south 36°17'31" west 128.60 feet; thence
- 4) north 53°15'48" west 2.76 feet; thence
- 5) on a curve to the left with a radius of 40.40 feet, through a central angle of 42°14'50", and arc distance of 29.79 feet; thence leaving said northwesterly boundary line
- 6) north 36°17'31" east 1231.44 feet to the easterly boundary line of said lands; thence running along said easterly boundary line
- 7) south 49°20'46" east 40.12 feet, more or less,
to the POINT OF BEGINNING.

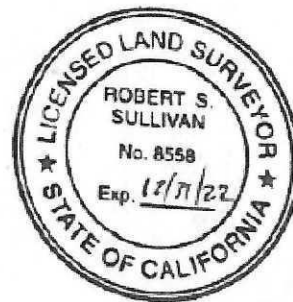
Containing 1.09± acres

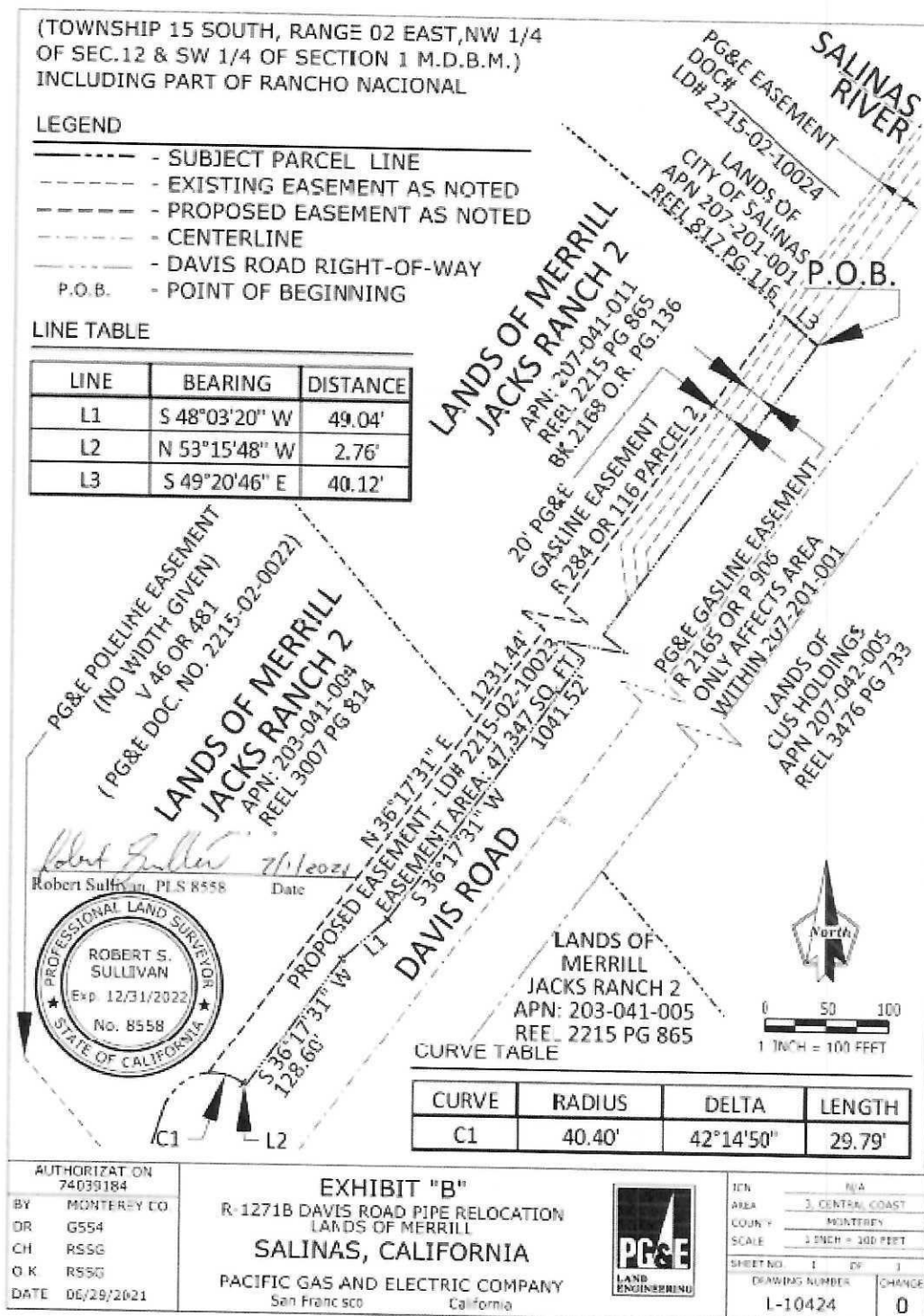
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The bearings used in the foregoing description are based on the bearings contained in the map dated November 15, 2002 and in Book 26 Record of Survey, Page 17, Monterey County Records said northwesterly boundary of Davis Road according to the description contained in said map has a bearing of north 34°48'31" east, (north 36°17'31" east for this description).

Prepared by:
Pacific Gas and Electric Company

Robert Sullivan 7/1/2021
Robert Sullivan, PLS 8558 Date





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Attach to LD: 2215-02-10023

Area, Region or Location: 3

Land Service Office: Concord

Line of Business: Gas Transmission (52)

Business Doc Type: Easements

MTR5Q: (22.15.02.12.44, 22.15.02.01.33, 22.15.02.01.32,) Including part of RANCHO NACIONAL

FERC License Number: N/A

PG&E Drawing Number: L-10424

Plat No.: N/A

LD of Affected Documents: N/A

LD of Cross Referenced Documents: N/A

Type of Interest: Gas and Pipeline Easements (5)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 74039184

JCN: N/A

County: Monterey

Utility Notice Number: N/A

851 Approval Application No: N/A ; Decision: N/A

Prepared By: g5s4

Checked By: rssg

Approved By:

Revised by:

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EXHIBIT "D"
PERMANENT UTILITY EASEMENT
Legal Description and Plat Map
APN: 203-051-016

That certain real property situated in Rancho El Chamisal, County of Monterey, State of California, and being a portion of that certain 323.33 acre parcel of land conveyed from Wilma S. Merrill to Merrill Farms, a corporation, by deed dated December 20, 1970, and recorded in Reel 886 of Official Records, at Page 662, Records of Monterey County, California, being also a portion of Parcel X, as said parcel is shown and so designated on that certain map filed for record October 13, 1995 in Volume 19 of Surveys, at Page 100, Records of Monterey County, said portion being more particularly described as follows:

Beginning at the southeast corner of said conveyed parcel and said Parcel X, said corner being "AP 55" as shown on the Plat entitled "Portion of the Fort Ord Military Reservation Boundary," prepared by the Bureau of Land Management, dated April 17, 1961, said corner being on the line common to Rancho El Chamisal and Rancho Nacional, said corner and "AP 55" being also shown on that certain map filed for record May 5, 1989 in Volume 15 of Surveys, at Page 235, Records of Monterey County, thence from said Point of Beginning and along the southeasterly line of said conveyed parcel and said Parcel X

- 1) S. 74°02'35" W., 271.69 feet to the most westerly corner of "New Parcel "A" 45.97 Acres," as said parcel is shown and so designated on that certain map filed for record November 3, 1987 in Volume 15 of Surveys, at Page 62, Records of Monterey County; thence leaving said southeasterly line
- 2) N. 26°01'38" W., 1037.28 feet to the most northerly common corner of Rancho El Chamisal and Monterey City Lands, Tract No. 1, as patented, being also a point on the southwesterly line of Rancho Nacional; thence along the line common to Rancho El Chamisal and Rancho Nacional
- 3) S. 39°52'47" E., 1117.28 feet to the Point of Beginning.

CONTAINING an area of 3.185 acres of land, more or less.

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



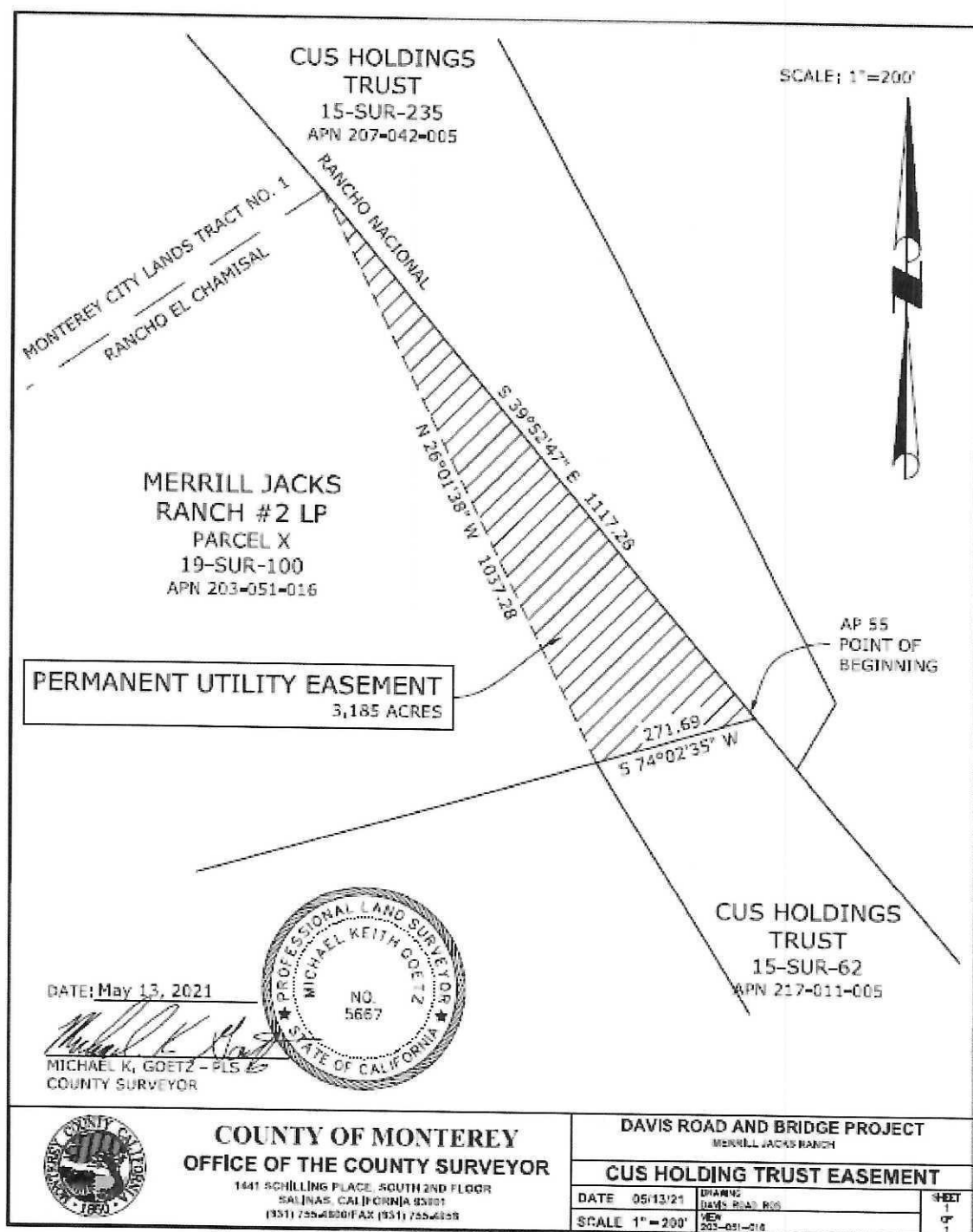
Michael K. Goetz – PLS 5667
County Surveyor
Monterey County, California

May 13, 2021

Davis_203-051-016 Easement

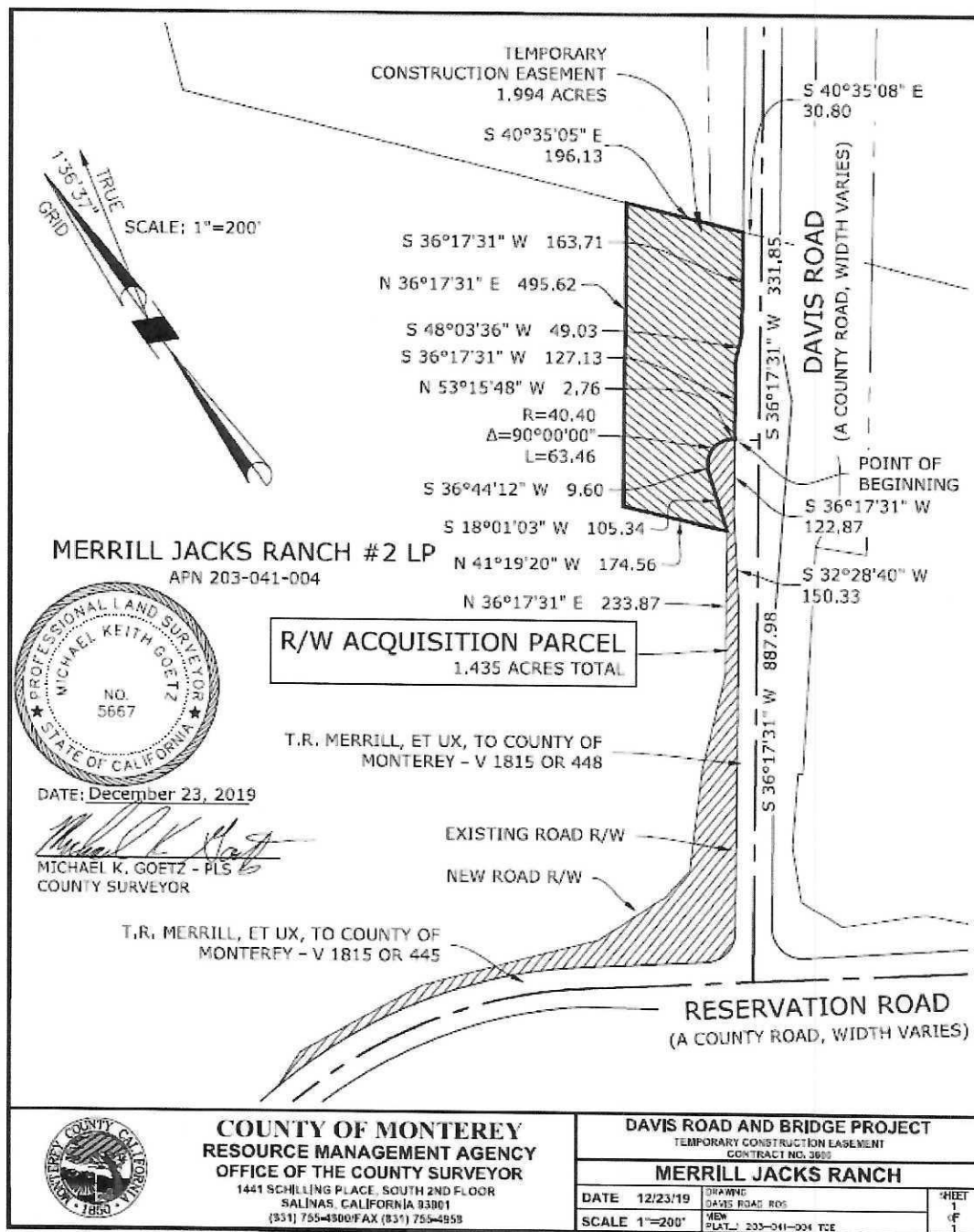


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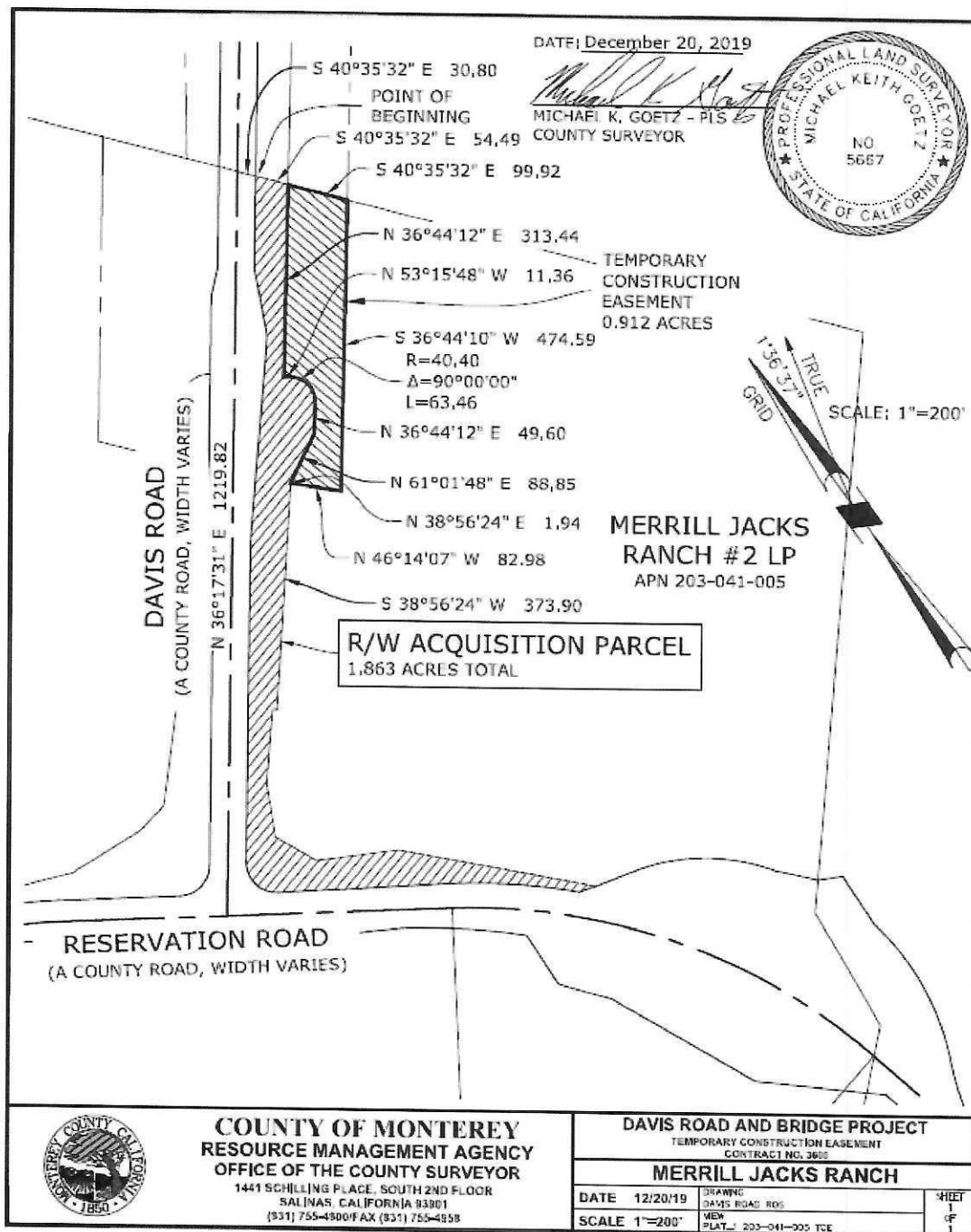
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EXHIBIT "E"
TEMPORARY CONSTRUCTION EASEMENT
 APN: 203-041-004



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EXHIBIT "E-1"
TEMPORARY CONSTRUCTION EASEMENT
 APN: 203-041-005



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EXHIBIT "E-2"
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