

**Project:** State Highway 68/Corral de Tierra Road  
Intersection Improvement Project

**Grantor:** Antle

**Parcels No.:** 161-251-002

## **AGREEMENT FOR PURCHASE OF PROPERTY**

This Purchase of Property Agreement is between the County of Monterey, a political subdivision of the State of California (Grantee), and Antle Capital II, LLC, a California Limited Liability Company, as to an undivided 48% interest and Mike V. Antle and Catherine R. Antle, Trustees of Antle 1998 Trust dated September 23, 1998, as to an undivided 52% interest (Grantors).

**The parties hereby agree as follows:**

### **1. PROPERTY**

Grantors agree to sell and Grantee agrees to purchase certain land described in Exhibit "A" – Legal Description (attached and incorporated by this reference) and Exhibit "B" – Plat to accompany Description (attached and incorporated by this reference), being a portion of property in Monterey County APN 161-251-002 (Project Property) for use by Grantee on the State Highway 68/Corral de Tierra Road Intersection Improvement (Project). Specifically, Grantor agrees to grant in fee on the terms and conditions set forth in this Agreement. The form of the Grant Deed is as depicted in Attachment A – Grant Deed (attached and incorporated by this reference).

### **2. DELIVERY OF DOCUMENTS**

Concurrently with the execution of this Agreement, the Grant Deed shall be executed and delivered by Grantor to, Tom Ganyon Senior Right of Way Agent for Bender Rosenthal, Inc., acquisition agent, acting for the Grantee for the purpose of placing the Grant Deed into escrow. Prior to placing the Grant Deed into escrow, the purchase of the Project Property must be approved by the Monterey County Board of Supervisors. The Grant 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 Grant Deed until such time as the Grant Deed is recorded in the Official Records of Monterey County, California in accordance with written escrow instructions delivered to escrow by Grantee and Grantor.

This transaction shall be handled through an escrow with Chicago Title and Escrow Company. Within five (5) days after this Agreement is executed by Grantee and Grantor, Grantor shall complete, execute and deliver to Escrow Holder (i) an affidavit executed by Grantor certifying that Grantor is not a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3), and meeting the requirements of Internal Revenue Code Section 1445(b)(2), and (ii) an original Withholding Exemption Certificate (California Form 590 or 590-RE, as applicable), fully executed by Grantors as required by the California Revenue and Taxation Code Section 18662, certifying that Grantor is not subject to tax withholding under applicable California law.

**3. PURCHASE PRICE AND TITLE**

The purchase price for the Grant Deed is **SEVEN THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS (\$7,700.00)**. Upon delivery of the Grant Deed, Title Company shall promptly deliver to Grantee a current preliminary title report. Grantee shall have ten (10) days from the date of receipt of the preliminary title report in which to review and approve the condition of title. Failure to review and approve the condition of title within said ten (10) days shall be deemed approval. Exceptions to title as disclosed in the preliminary title report and as approved by Grantee shall be conclusively deemed to be the "Permitted Exceptions".

Grantee shall deliver the purchase price into escrow promptly after delivery of the Grant Deed into escrow. Grantors shall grant to Grantee the Project Property, free and clear of title defects, liens, and encumbrances that would render the Project Property unsuitable for its intended purpose.

Escrow holder 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 unrecorded, except for the Permitted Exceptions. Good, marketable and insurable fee interest to the Project Property, subject only to the Permitted Exceptions, shall be evidenced by a CLTA extended coverage owner's policy of title insurance ("Title Policy"), with survey exception if Grantee elects not to obtain a CLTA survey for the Property. The Title Policy shall be in the amount of the Purchase Price, showing fee interest to the Project Property vested in Grantee, subject only to the Permitted Exceptions. It shall be a condition precedent to Grantee's obligations under this Agreement that escrow holder is able to issue the Title Policy to Grantee upon the close of escrow.

Grantee shall pay all costs of escrow and recording fees incurred in this transaction.

**4. 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, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Project Property.

**5. 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.

**6. EASEMENTS WARRANTY**

Grantors warrant to Grantee that the title conveyed to Grantors will not be encumbered by any easements, licenses, or other rights not disclosed by the public record.

**7. LEASE WARRANTY**

Grantors warrant that there are no oral or written leases on any portion of the Project Property and Grantors further agree to hold harmless and reimburse Grantee for any and all losses or expenses resulting or arising from any lease on the Project Property.

**8. POSSESSION**

Grantee shall have the right of possession and use of the Project Property including the right to remove and dispose of improvements. Such possession shall commence at the time of recordation.

**9. IMPROVEMENTS**

Except as may be otherwise provided herein, the purchase price for the Project Property includes compensation for any and all improvements.

**10. WARRANTY AGAINST MATERIAL DEFECTS**

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

**11. HAZARDOUS WASTE MATERIAL**

The 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 Grantors 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 the grantor.

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 Grant 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 Grant Deed.

**12. 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.

**13. GOVERNING LAW**

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

**14. 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. Grantor is 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.

**15. 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.

**16. 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.

**17. 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:**

Mike Antle  
701 Monterey-Salinas Hwy  
Salinas, CA 93908

**To Grantee:**

County of Monterey  
Benny J. Young  
*Interim* RMA Deputy Director of  
Public Works and Facilities  
168 W Alisal Street 2<sup>nd</sup> Floor  
Salinas, California 93901

**18. 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.

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ALL AGREEMENTS FOR PURCHASE OF PROJECT PROPERTY ARE  
CONTINGENT UPON THE APPROVAL OF THE BOARD OF SUPERVISORS  
COUNTY OF MONTEREY

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year  
written below.

**GRANTORS:**

ANTLE CAPITAL II, LLC, a California Limited Liability Company &

By: [Signature]

Date: 10/19/16

Type/Print Name: Mike V. Antle  
Its: Managing Member

& By: [Signature]

Date: 10/19/16

Type/Print Name: Catherine R. Antle  
Its: Managing Member

**ANTLE 1998 TRUST dated September 23, 1998**

By: [Signature]

Mike V. Antle, Trustee

Date: 10/19/16

& By: [Signature]

Catherine R. Antle

Date: 10/19/2016

**GRANTEE: County of Monterey**

By: \_\_\_\_\_

Benny J. Young  
Interim RMA Deputy Director of  
Public Works and Facilities

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

APPROVED AS TO FORM:  
Office of the County Counsel  
Charles J McKee, County Counsel

By: [Signature]

Mary Grace Perry  
Deputy County Counsel

Date: March 20, 2017


## EXHIBIT "A"

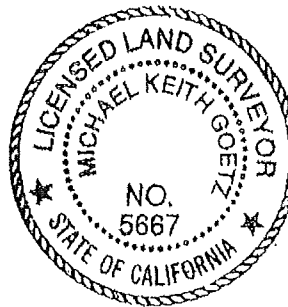
That certain real property situate in Rancho El Toro, County of Monterey, State of California, being a portion of that certain 1.306 acre parcel of land shown and so designated on that certain map entitled "Record of Survey of 126.435 acre tract of land" filed for record September 22, 1959, in Volume 6 of Surveys, at Page 26, Records of Monterey County, said portion being more particularly described as follows:

Beginning at the most southerly corner of said 1.306 acre parcel, said point being on the northerly line of the Monterey-Salinas State Highway (State Highway 68); thence from said **POINT OF BEGINNING** and along the southwesterly boundary of said 1.306 acre tract of land

- 1) N.  $36^{\circ}19'00''$  W., 13.24 feet, thence leaving said southwesterly boundary
- 2) N.  $81^{\circ}58'31''$  E., 82.23 feet to a point on the easterly boundary of said tract; thence along said easterly boundary
- 3) S.  $53^{\circ}41'00''$  E., 11.90 feet to a point on said northerly highway line; thence leaving said easterly boundary and along said northerly highway line
- 4) S.  $81^{\circ}19'00''$  W., 100.00 feet to the **POINT OF BEGINNING**.

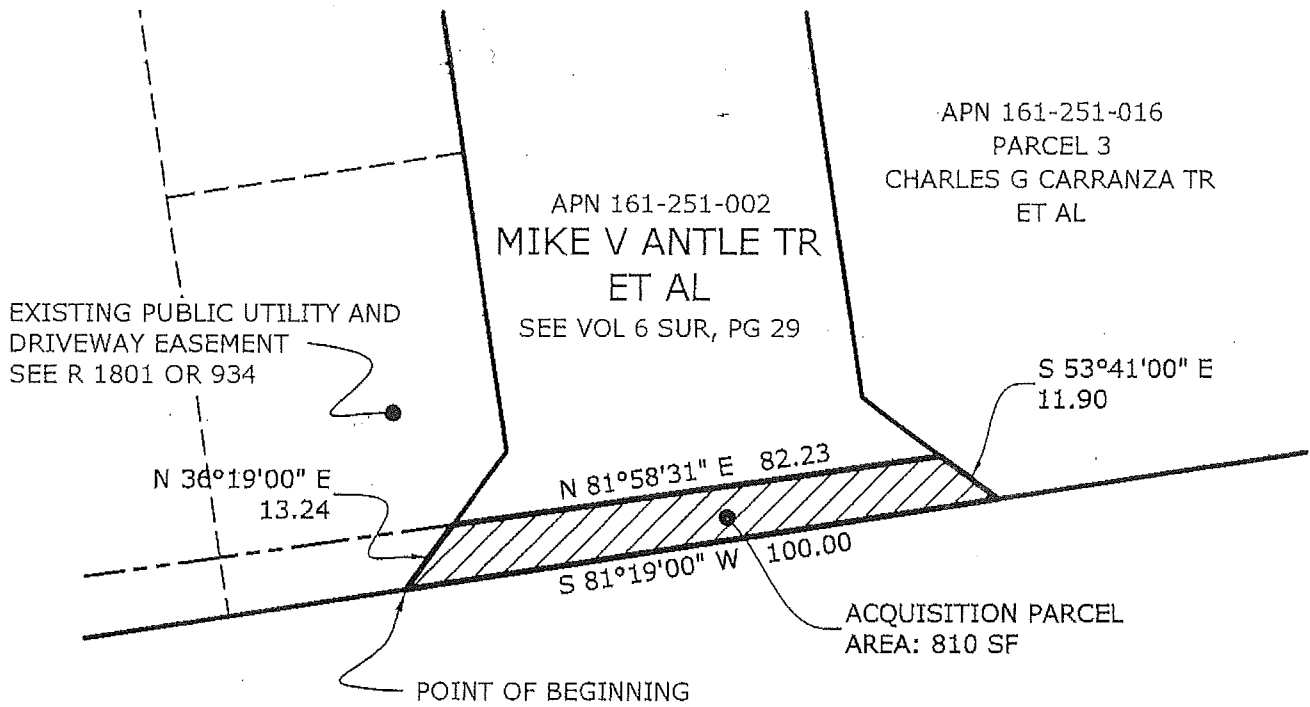
Containing an area of 810 square feet of land, more or less

  
\_\_\_\_\_  
Michael K. Goetz, PLS 5667  
County Surveyor



JANUARY 27, 2016  
\_\_\_\_\_  
Date

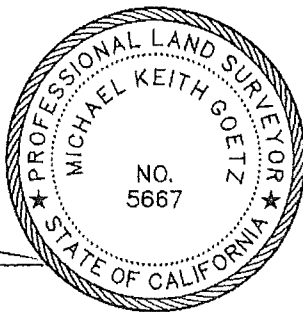
# EXHIBIT "B"



**HIGHWAY 68**  
(A STATE HIGHWAY, 80' WIDE)

DATE: FEB 25 2016

*[Signature]*  
MICHAEL K. GOETZ - PLS  
COUNTY SURVEYOR



COUNTY OF MONTEREY  
RESOURCE MANAGEMENT AGENCY  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COUNTY SURVEYOR  
168 WEST ALISAL STREET, 2ND FLOOR  
SALINAS, CALIFORNIA 93901  
(831) 755-4800/FAX (831) 755-4958

CORRAL DE TIERRA - HIGHWAY 68  
INTERSECTION IMPROVEMENTS

ACQUISITION - PORTION OF ANTLE PARCEL		
DATE 2/25/2016	DRAWING CDT-68_ACQUISITION.DWG	SHEET 1 OF 1
SCALE 1"=30'	VIEW ANTLE ACQ PAR	



Attachment A

RECORDING requested by and when recorded, please return to:

**When recorded, mail to:**

County of Monterey  
RMA-Public Works  
168 W. Alisal St., 2<sup>nd</sup> Floor  
Salinas, CA. 93901-2438

Space above this line for Recorder's use

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

**Portion of APN: 161-251-002**  
State Highway 68/ Corral de Tierra  
Road Intersection Improvement  
Project

**GRANT DEED**

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, Antle Capital II, LLC, a California Limited Liability Company, as to an undivided 48% interest and Mike V. Antle and Catherine R. Antle, Trustees of Antle 1998 Trust, as to an undivided 52% interest, hereby **GRANTS** to the **County of Monterey, a political subdivision of the State of California**, that certain real property for the State Highway 68/Corral de Tierra Road Intersection Improvement Project in the County of Monterey, State of California, described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by this reference.

ANTLE CAPITAL II, LLC, a California Limited Liability Company &

By: \_\_\_\_\_

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

Type/Print Name: Mike V. Antle  
ITS: Managing Member

& By: \_\_\_\_\_

Date: 10/19/16

Type/Print Name: Catherine R. Antle  
ITS: Managing Member

ANTLE 1998 TRUST dated September 23, 1998

By: \_\_\_\_\_

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

Mike V. Antle, Trustee

& By: \_\_\_\_\_

Date: 10/19/16

Catherine R. Antle, Trustee

**Notary Acknowledgements Follow at End of Document**

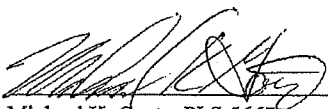
**EXHIBIT "A"**

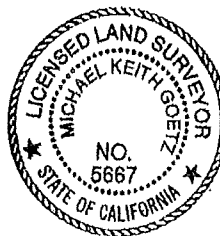
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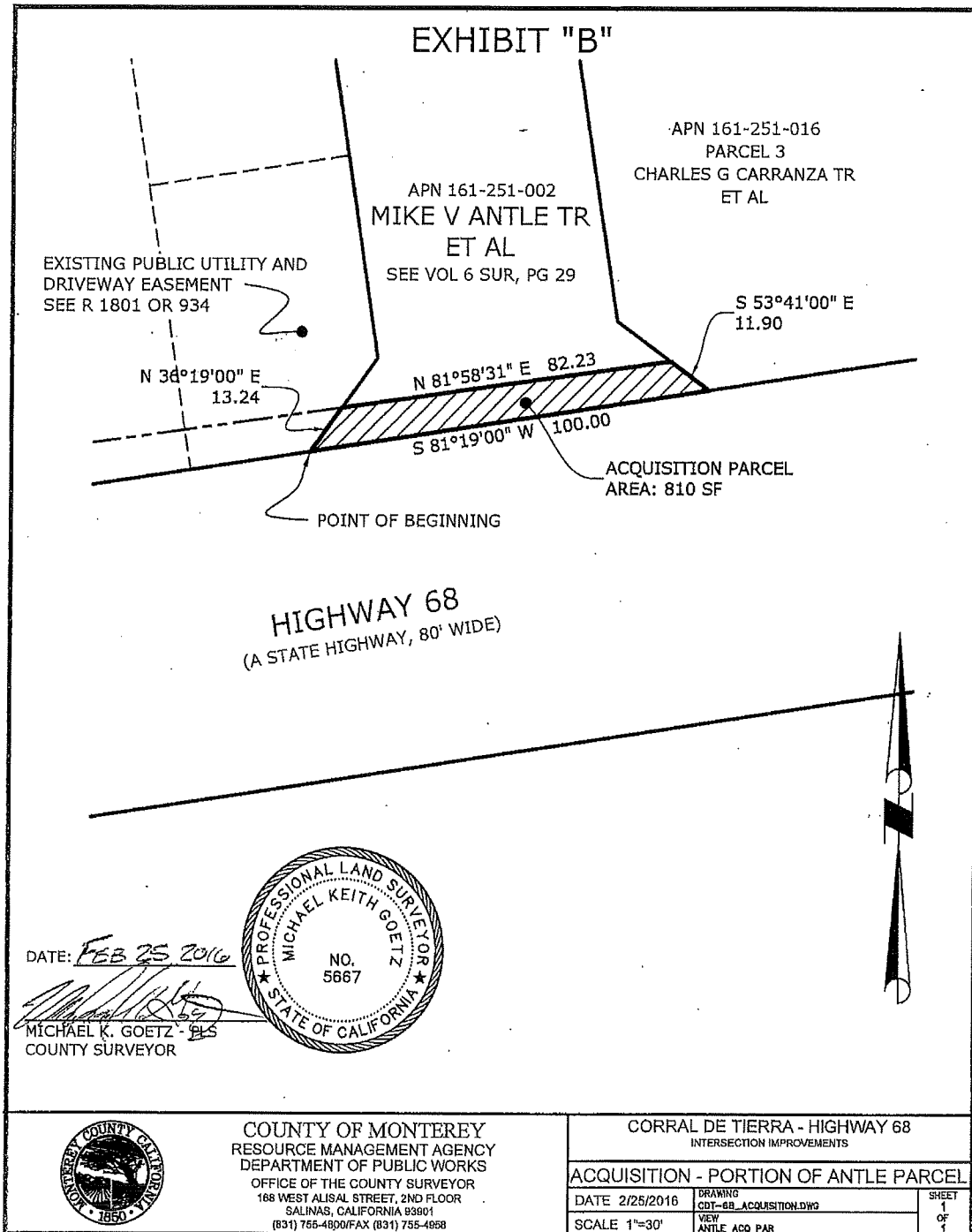
- 1) N. 36°19'00" W., 13.24 feet, thence leaving said southwesterly boundary
- 2) N. 81°58'31" E., 82.23 feet to a point on the easterly boundary of said tract; thence along said easterly boundary
- 3) S. 53°41'00" E., 11.90 feet to a point on said northerly highway line; thence leaving said easterly boundary and along said northerly highway line
- 4) S. 81°19'00" W., 100.00 feet to the **POINT OF BEGINNING**.

Containing an area of 810 square feet of land, more or less

  
\_\_\_\_\_  
Michael K. Goetz, PLS 5667  
County Surveyor



JANUARY 27, 2016  
\_\_\_\_\_  
Date



**CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION**

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_ from Antle Capital II, LLC, a California Limited Liability Company, as to an undivided 48% interest and Mike V. Antle and Catherine R. Antle, Trustees of Antle 1998 Trust, as to an undivided 52% interest, to the County of Monterey, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors on \_\_\_\_\_, (or by the undersigned officer or agent on behalf of the County of Monterey pursuant to authority conferred by resolution of the Board of Supervisors adopted on \_\_\_\_\_,) and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

Type/Print Name: \_\_\_\_\_

Benny J. Young  
*Interim* RMA Deputy Director of  
Public Works and Facilities

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

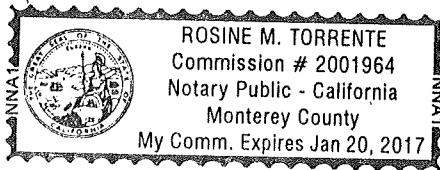
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Monterey )  
 On October 19, 2016 before me, Rosine M. Torrente, Notary Public  
Date Here Insert Name and Title of the Officer  
 personally appeared Mike V. Antle and Catherine R. Antle  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Rosine M. Torrente  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Grant Deed Document Date: January 27, 2016  
 Number of Pages: 3 Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney In Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney In Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

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