

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

Grantor: Tuttle Trust

Parcels No.: 161-251-016

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 Thomas Tuttle and Nancy Tuttle, Trustees of THE TUTTLE FAMILY TRUST dated May 7, 2002 (Grantor).

The parties hereby agree as follows:

1. PROPERTY

Grantor agrees 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 161-251-016 (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 Grantor 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 **EIGHT THOUSAND TWO HUNDRED NINETEEN DOLLARS AND NO CENTS (\$8,219.00)**. 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. Grantor 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 Grantor, 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

Grantor authorizes 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, Grantor warrants that Grantor is 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

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

7. LEASE WARRANTY

Grantor warrants that there are no oral or written leases on any portion of the Project Property and Grantor 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.

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

Grantor has no knowledge, actual or constructive, of any material defects in the Project Property.

11. HAZARDOUS WASTE MATERIAL

The Grantor hereby represents and warrants 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. Grantor further represents and warrants that Grantor has 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 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.

Grantor 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. Grantors 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 Grantor and Grantee recognize the expense, time, effort and risk to both Grantor 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:

Agreement for Purchase

Page 5 of 6

To Grantor:

Thomas Tuttle
711 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 2nd Floor
Salinas, California 93901

18. **COUNTERPARTS**

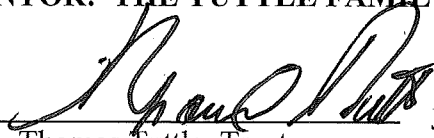
This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

**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.**

GRANTOR: THE TUTTLE FAMILY TRUST dated May 7, 2002

By:  Trustee Date: 11/9/16
Thomas Tuttle, Trustee

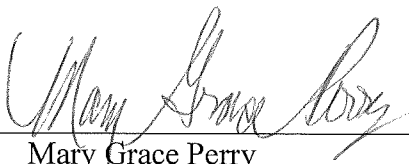
By:  Trustee Date: 11/9/16
Nancy Tuttle, Trustee

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: 
Mary Grace Perry
Deputy County Counsel

Date: 1-25-2017


EXHIBIT "A"

That certain real property situate in Rancho El Toro, County of Monterey, State of California, being a portion of that certain tract of land shown as Parcel 4 as said parcel is shown and so designated on that certain map entitled "Parcel Map of MS 83-18" filed for record April 29, 1985, in Volume 16 of Parcel Maps, at Page 70, Records of Monterey County, said portion being more particularly described as follows:

Beginning at the most southerly corner of said Parcel 4, 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 Parcel 4

- 1) N. 14°33'00" W., 6.17 feet, thence leaving said southwesterly boundary
- 2) N. 81°58'31" E., 192.27 feet to a point on the easterly boundary of said tract; thence along said easterly boundary
- 3) S. 20°17'00" E., 2.00 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., 104.11 feet to the **POINT OF BEGINNING**.

Containing an area of 910 square feet of land, more or less



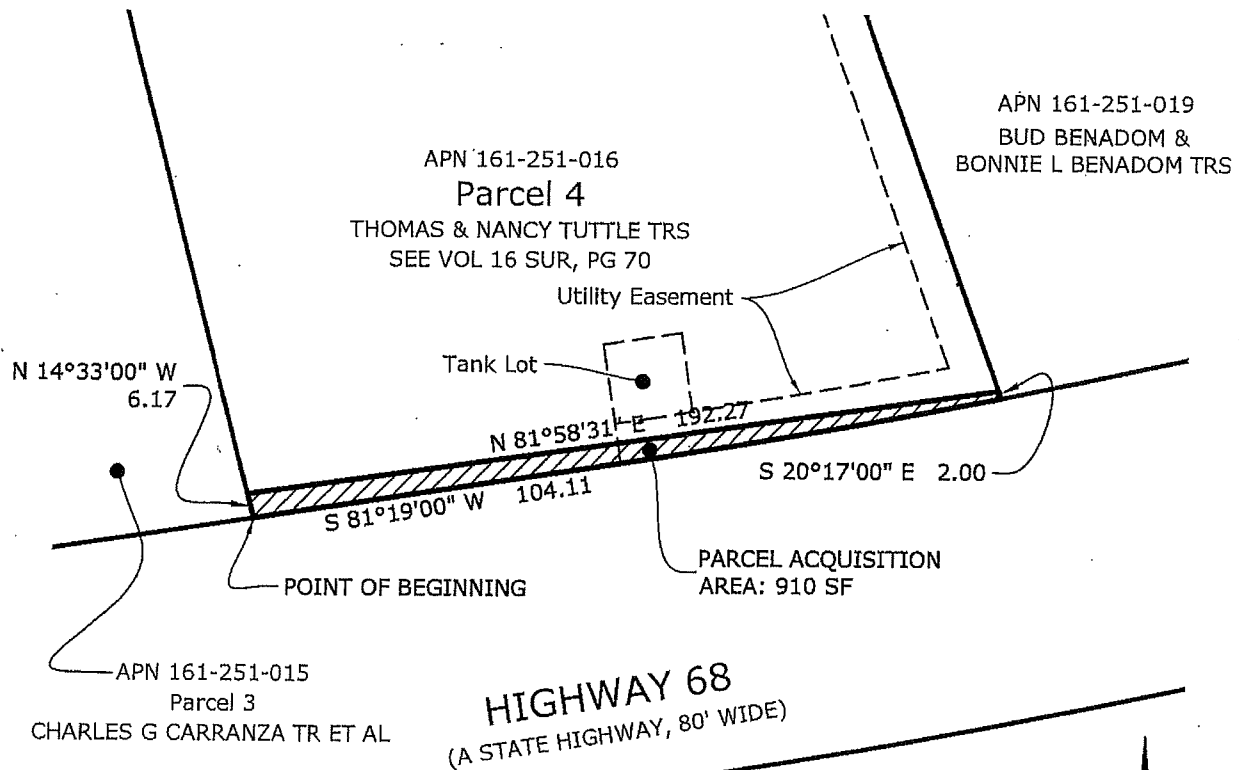
Michael K. Goetz, PLS 5667
County Surveyor



JANUARY 27, 2016

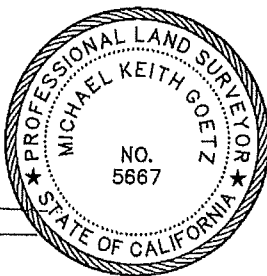
Date

EXHIBIT "B"



DATE: FEB 25, 2016

MICHAEL K. GOETZ LPLS
COUNTY SURVEYOR



COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COUNTY SURVEYOR
188 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 PARCEL 4

DATE 2/25/2016	DRAWING CDT-68_ACQUISITION.DWG	SHEET 1 OF 1
SCALE 1"=40'	VIEW TUTTLE 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., 2nd 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.

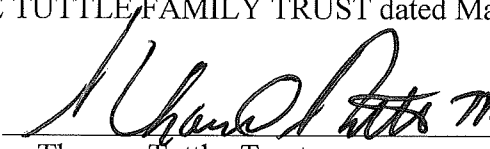
Portion of APN: 161-251-016
State Highway 68/ Corral de Tierra
Road Intersection Improvement
Project

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Thomas Tuttle and Nancy Tuttle, Trustees of THE TUTTLE FAMILY TRUST dated May 7, 2002, 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.

THE TUTTLE FAMILY TRUST dated May 7, 2002

By:


Thomas Tuttle, Trustee

Date:

11/9/16

By:


Nancy Tuttle, Trustee

Date:

11/9/16

Notary Acknowledgements Follow at End of Documents

EXHIBIT "A"

That certain real property situate in Rancho El Toro, County of Monterey, State of California, being a portion of that certain tract of land shown as Parcel 4 as said parcel is shown and so designated on that certain map entitled "Parcel Map of MS 83-18" filed for record April 29, 1985, in Volume 16 of Parcel Maps, at Page 70, Records of Monterey County, said portion being more particularly described as follows:

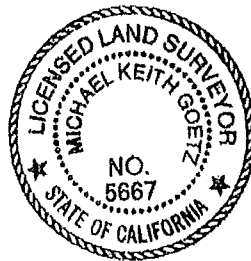
Beginning at the most southerly corner of said Parcel 4, said point being on the northerly line of the Monterey-Salinas State Highway (State Highway 68); thence from said **POINT OF BEGINNING** and along the southwesterly boundary of said Parcel 4

- 1) N. 14°33'00" W., 6.17 feet, thence leaving said southwesterly boundary
- 2) N. 81°58'31" E., 192.27 feet to a point on the easterly boundary of said tract; thence along said easterly boundary
- 3) S. 20°17'00" E., 2.00 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., 104.11 feet to the **POINT OF BEGINNING**.

Containing an area of 910 square feet of land, more or less

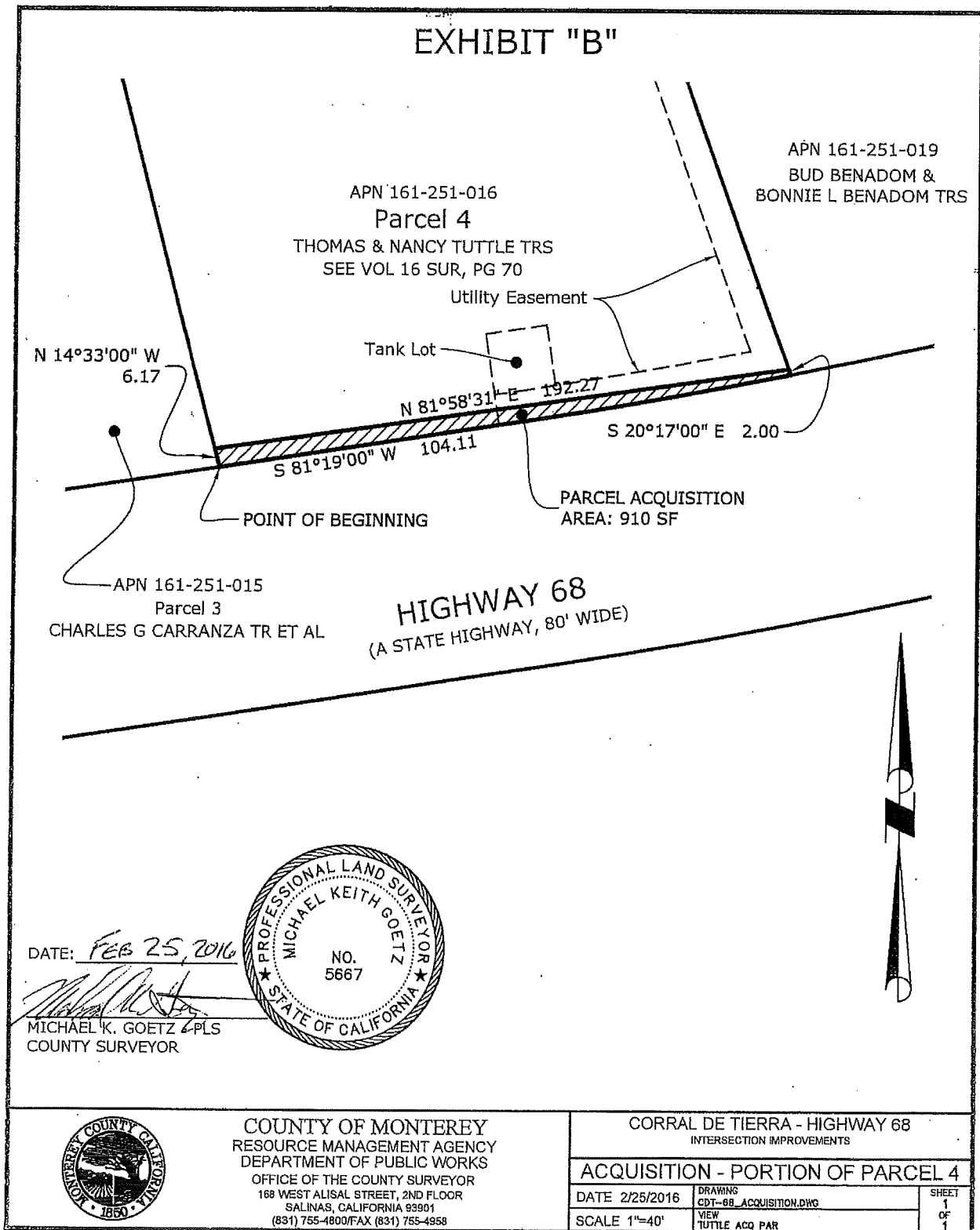


Michael K. Goetz, PLS 5667
County Surveyor



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 Thomas Tuttle and Nancy Tuttle, Trustees of THE TUTTLE FAMILY TRUST dated May 7, 2002 (Grantors) 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: _____

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 November 9, 2016 before me, Matthew S. Shelton, military notary,
 Date Here Insert Name and Title of the Officer
 personally appeared Thomas O. Tuttle and Nancy C. Tuttle
 Name(s) of Signer(s)

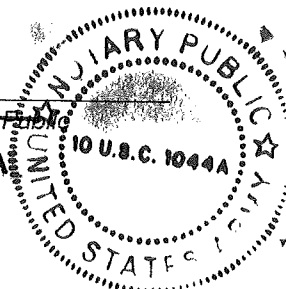
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Matthew S. Shelton
 US ARMY, JUDGE ADVOCATE
 Notary Public, 10 US Code 1044a
 Presidio of Monterey, CA



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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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: _____

This page intentionally left blank