

Attachment 1

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COUNTY OF MONTEREY
Moss Landing Rule 20A Underground Utility District

CONTRACT TO PURCHASE PUBLIC UTILITY EASEMENTS

APN 133-252-001 (PUE "C")
APN 133-232-011 (PUE "F")

This Contract to Purchase Public Utility Easement is entered into as of the last date opposite the signatures below by and between MONTEREY BAY AQUARIUM RESEARCH INSTITUTE, a California non-profit corporation, ("Grantor") and the County of Monterey, a political subdivision of the State of California ("County").

RECITALS

WHEREAS, Grantor is the fee owner of property located at 7500 Sandholdt Road and 7700 Sandholdt Road in the community of Moss Landing as described in Attachments A and B attached hereto and incorporated by this reference, and otherwise known as APN 133-252-001 and APN 133-232-011 respectively (the "Properties"); and

WHEREAS, County is implementing the Moss Landing Rule 20A Underground Utility District (the "Project") through the public utility companies' placement of overhead utility lines into underground conduits and removal of above-ground wires and poles throughout the community; and

WHEREAS, County desires to acquire two Public Utility Easements on or across portions of the Properties in order to provide utility service to the Properties as part of the implementation of the Project.

NOW, THEREFORE, Grantor and County hereby mutually agree as follows:

1. Grantor agrees to grant two Public Utility Easements to the public utilities named in the Easement Deeds as described in Exhibit A and Exhibit B attached hereto and incorporated by this reference for purposes of construction, maintenance, use, and operation of electricity lines, telephone lines, cable television lines, internet service provider lines, and all the necessary appurtenances thereto (hereafter, "utilities"), together with the right of ingress and egress from said easement. Grantor shall execute the Public Utility Easements in substantially the form of Exhibit A and Exhibit B.
2. In consideration for the two Grants of Public Utility Easement described herein, County shall pay, and Grantor does accept, the sum of *Nine Thousand Five Hundred Dollars (\$9,500)*. This amount constitutes full compensation for interests in, and any damages to, the Property acquired by County.
3. Grantor expressly warrants that there are no oral or written leases on all or any

portion of the Property, and that there are no possessory interests held by any person or entity other than Grantor.

4. In consideration of County waiving any defects and imperfections with respect to matters of record title, Grantor covenants and agrees to indemnify, defend and hold County harmless from any and all claims that other parties may make or assert on the title to the real property subject to said Public Utility Easements. In addition, Grantor relieves County of all further obligations or claims of whatever kind or nature on this project, or on account of the construction of proposed public utility improvements in the manner proposed, including but not limited to claims arising out of the location, grade, or restriction of private access rights.

5. County shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by County, the premium charged therefore. Said escrow charges shall not, however, include documentary transfer tax.

6. County shall reinstall or reconstruct any pre-existing landscaping, fencing, or other non-structural improvements along and immediately adjacent to the Public Utility Easement that may be damaged or affected by the project. All work done under this Contract to Purchase Public Utility Easement shall conform to all applicable building laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner. Pre-existing improvements, when removed and reinstalled or reconstructed by County, shall be left in as good a condition as original.

7. This Contract to Purchase Public Utility Easement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Contract to Purchase Public Utility Easement as of the last day opposite the respective signatures below.

COUNTY OF MONTEREY

GRANTOR

Monterey Bay Aquarium Research Institute

By: _____
Mary L. Adams
Chair, Board of Supervisors

By: ASL

Its: Chris Scholin, Pres/CEO
(*Indicate Chair, President, or Vice President)

Date: _____

Date: 11/16/17

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
Charles J. McKee

By: Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

By: B. Martinez
Its: Basilio Martinez, CFO
(*Indicate CFO, Treasurer, Assistant
Treasurer, Secretary, Assistant Secretary)

Date: 12-14-17

Date: 11-16-17

Attachment A
Location Map – PUE “C”

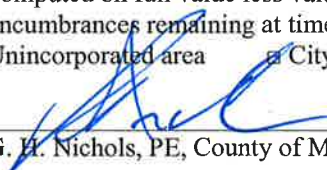


RECORDING REQUESTED BY)
AND WHEN RECORDED RETURN TO:)
)
County of Monterey)
Resource Management Agency)
Public Works & Facilities Division)
1441 Schilling Place South, 2nd Floor)
Salinas, CA 93901)
Attention: G.H. Nichols, PE)
)

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX IS \$3.85

Space above this line for Recorder's use

X Computed on full value of property conveyed, or
☐ Computed on full value less value of liens or
encumbrances remaining at time of sale,
X Unincorporated area ☐ City of _____



G. H. Nichols, PE, County of Monterey

PUBLIC UTILITY EASEMENT DEED

APN: 133-252-001 ("PUE C")

In exchange for good and valuable consideration by the County of Monterey pursuant to that certain Contract to Purchase Public Utility Easements between the County of Monterey, a political subdivision of the State of California, acting as the Moss Landing Rule 20A Underground Utility District (hereafter, "County") and the MONTEREY BAY AQUARIUM RESEARCH INSTITUTE, a California non-profit corporation (hereafter, "Grantor") does hereby grant to PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, PACIFIC BELL TELEPHONE COMPANY, a California Corporation dba AT&T California ("AT&T"), and other public utility companies and County as may be appropriate, hereinafter collectively called second party, a Public Utility Easement which shall include the right from time to time to construct, reconstruct, install, inspect, maintain, replace, and use improvements for public utility purposes including electric, gas, communication, cable television, and all other public utility purposes; together with any and all appurtenances thereto, together with a right of way therefor, within the land as hereinafter set forth, and also ingress thereto and egress therefrom, including the right from time to time to trim and cut down and clear away or otherwise control any trees or brush, over and across lands of the first party situate in the County of Monterey, State of California, described and depicted in Exhibit A attached hereto and incorporated by this reference.

The Public Utility Easement hereby granted is to be kept open and free of buildings, structures, and wells of any kind.

We the undersigned, as duly authorized owners of the land described herein, do hereby state that we are the only persons or entities whose consent is necessary to pass clear title to said land.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

GRANTOR: Monterey Bay Aquarium Research Institute

Dated: 11/16/17

By: [Signature]

Its: Pres / CEO
(*Indicate Chair, President, or Vice President)

Dated: 11.16.17

By: [Signature]

Its: CFO
(*Indicate CFO, Treasurer, Assistant Treasurer, Secretary, Assistant Secretary)

ACKNOWLEDGEMENT

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)
) SS.
COUNTY OF MONTEREY)

On November 16, 2017 before me, Mandy Allen,
a Notary Public, personally appeared Chris Scholin,
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.

Mandy Allen

Signature



(Seal)

ACKNOWLEDGEMENT

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.

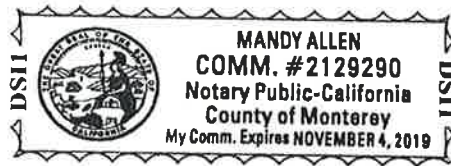
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On November 16, 2017 before me, Mandy Allen,
a Notary Public, personally appeared Basilio Martinez,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged 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.

Mandy Allen

Signature



(Seal)

EXHIBIT A PUBLIC UTILITIES EASEMENT

Situate in the unincorporated area of the County of Monterey, State of California, and being a portion of that certain 3.03 acre parcel shown and so designated on that certain map filed for record September 20, 1977 in Volume 11 of Surveys, at Page 201, Records of Monterey County, said portion being more particularly described as follows:

Beginning at a point on the west line of Sandholdt Road, a County Road, 60 feet wide from which the most southeasterly corner of said 3.03 acre parcel bears S. $00^{\circ}16'30''$ E., 35.00 feet distant; thence from said point of beginning

- 1) S. $89^{\circ}43'30''$ W., 32.00 feet; thence
- 2) N. $00^{\circ}16'30''$ W., 20.00 feet; thence
- 3) N. $89^{\circ}43'30''$ E., 32.00 feet to a point on said west road line; thence along said road line
- 4) S. $00^{\circ}16'30''$ E., 20.00 to the point of beginning.

CONTAINING an area of 640 square feet, more or less.

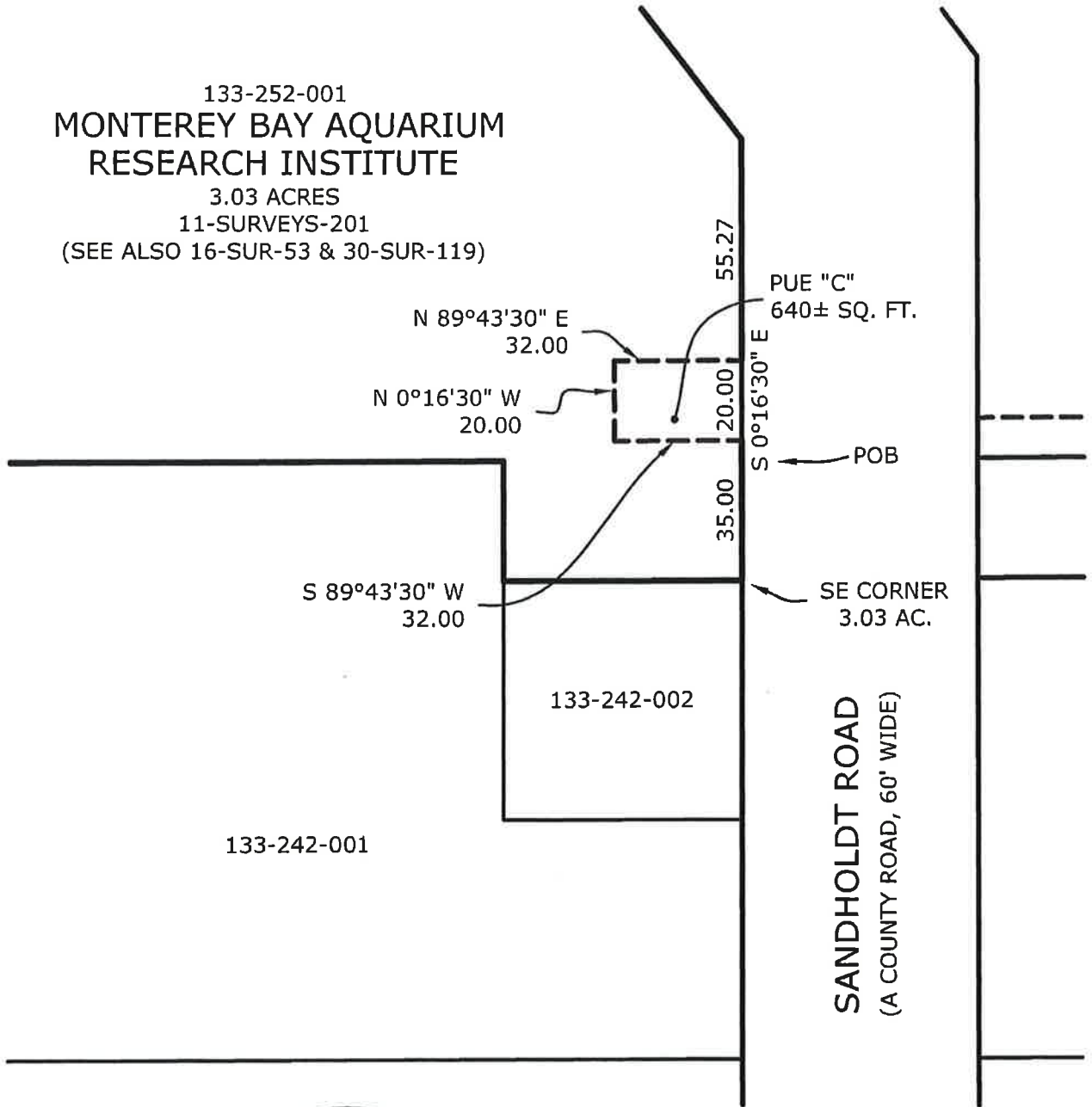


Michael K. Goetz – PLS 5667
County Surveyor
Monterey County, California

OCTOBER 17, 2017
Date



133-252-001
**MONTEREY BAY AQUARIUM
 RESEARCH INSTITUTE**
 3.03 ACRES
 11-SURVEYS-201
 (SEE ALSO 16-SUR-53 & 30-SUR-119)




 MICHAEL K. GOETZ, PL# 5667
 COUNTY SURVEYOR

DATE OCTOBER 17, 2017



COUNTY OF MONTEREY
 RESOURCE MANAGEMENT AGENCY
 OFFICE OF THE COUNTY SURVEYOR
 1441 SCHILLING PLACE, 2ND FLOOR
 SALINAS, CALIFORNIA 93901
 (831) 755-4800/FAX (831) 755-4958

MOSS LANDING UG 20A
 PUBLIC UTILITIES EASEMENT "C"

DATE	10/17/17	DRAWING	MOSS LANDING 20A PLATS
SCALE	1"=40'	VIEW	PUE C

SHEET	1
OF	1

Attachment B
Location Map - PUE "F"



RECORDING REQUESTED BY)
AND WHEN RECORDED RETURN TO:)
)
County of Monterey)
Resource Management Agency)
Public Works & Facilities Division)
1441 Schilling Place South, 2nd Floor)
Salinas, CA 93901)
Attention: G.H. Nichols, PE)
)

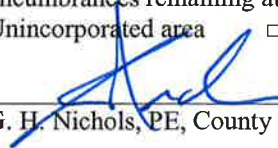
THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX IS \$5.50

Space above this line for Recorder's use

X Computed on full value of property conveyed, or

☐ Computed on full value less value of liens or
encumbrances remaining at time of sale,

X Unincorporated area ☐ City of _____



G. H. Nichols, PE, County of Monterey

PUBLIC UTILITY EASEMENT DEED

APN: 133-232-011 ("PUE F")

In exchange for good and valuable consideration by the County of Monterey pursuant to that certain Contract to Purchase Public Utility Easements between the County of Monterey, a political subdivision of the State of California, acting as the Moss Landing Rule 20A Underground Utility District (hereafter, "County") and the MONTEREY BAY AQUARIUM RESEARCH INSTITUTE, a California non-profit corporation (hereafter, "Grantor"), does hereby grant to PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, PACIFIC BELL TELEPHONE COMPANY, a California Corporation dba AT&T California ("AT&T"), and other public utility companies and County as may be appropriate, hereinafter collectively called second party, a Public Utility Easement which shall include the right from time to time to construct, reconstruct, install, inspect, maintain, replace, and use improvements for public utility purposes including electric, gas, communication, cable television, and all other public utility purposes; together with any and all appurtenances thereto, together with a right of way therefor, within the land as hereinafter set forth, and also ingress thereto and egress therefrom, including the right from time to time to trim and cut down and clear away or otherwise control any trees or brush, over and across lands of the first party situate in the County of Monterey, State of California, described and depicted in Exhibit A attached hereto and incorporated by this reference.

The Public Utility Easement hereby granted is to be kept open and free of buildings, structures, and wells of any kind.

We the undersigned, as duly authorized owners of the land described herein, do hereby state that we are the only persons or entities whose consent is necessary to pass clear title to said land.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

GRANTOR: MONTEREY BAY AQUARIUM
RESEARCH INSTITUTE

Dated: 11/16/17

By: [Signature]

Its: Pres / CEO
(*Indicate Chair, President, or Vice President)

Dated: 11.16.17

By: [Signature]

Its: CFO
(*Indicate CFO, Treasurer, Assistant
Treasurer, Secretary, Assistant Secretary)

ACKNOWLEDGEMENT

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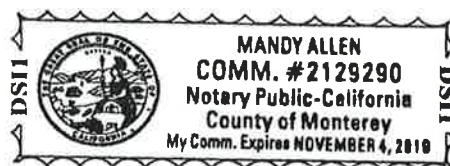
STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On November 16, 2017 before me, Mandy Allen,
a Notary Public, personally appeared Basilio Martinez,
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

Mandy Allen



(Seal)

ACKNOWLEDGEMENT

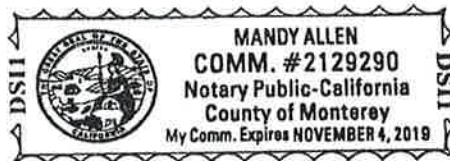
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[illegible]

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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 



(Seal)

EXHIBIT A PUBLIC UTILITIES EASEMENT

Situate in the unincorporated area of the County of Monterey, State of California, and being a portion of "Parcel A," as said parcel is shown and so designated on that certain map filed for record April 7, 1994 in Volume 18 of Surveys, at Page 110, Records of Monterey County, said portion being more particularly described as follows:

Beginning at the Northeast corner of said "Parcel A", being also a point on the Northwesterly line of Sandholdt Road, a County Road, 50 feet wide; thence from said point of beginning and along said Northwesterly road line

- 1) S. 23°35'38" W., 54.59 feet; thence leaving said road line
- 2) N. 66°24'22" W., 10.00 feet; thence
- 3) N. 23°35'38" E., 21.50 feet; thence
- 4) N. 11°21'01" W., 40.31 feet to a point on the Northeasterly boundary of said Parcel "A"; thence along said Northeasterly boundary
- 5) S. 66°28'57" E., 33.09 feet to the point of beginning.

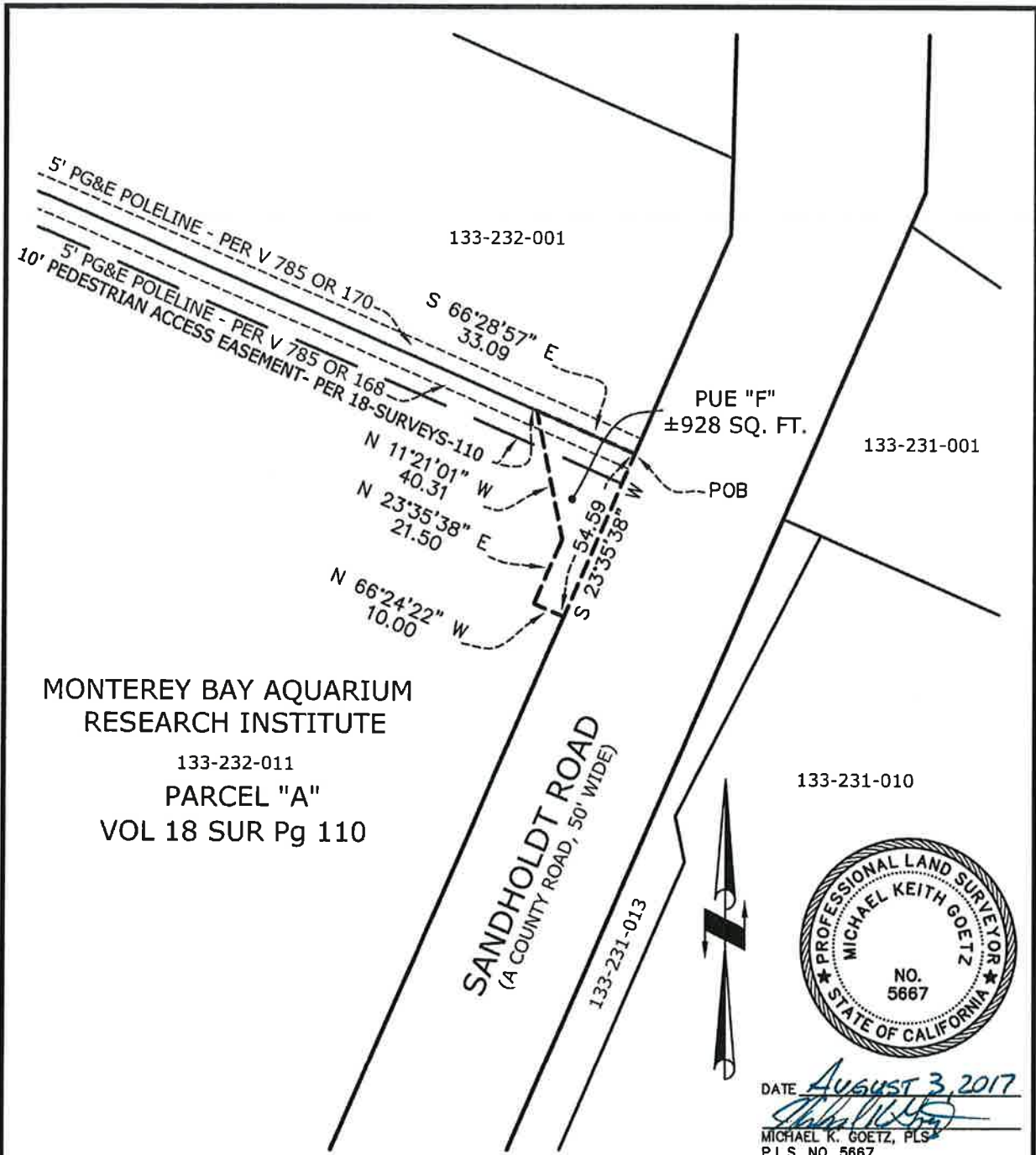
CONTAINING an area of 928 square feet, more or less.



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

AUGUST 2, 2017

Date



COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
OFFICE OF THE COUNTY SURVEYOR
1441 SCHILLING PLACE, 2ND FLOOR
SALINAS, CALIFORNIA 93901
(831) 755-4800/FAX (831) 755-4958

MOSS LANDING UG 20A
PUBLIC UTILITIES EASEMENT "U"

EXHIBIT B-2

DATE 08/03/17
SCALE 1"=40'

DRAWING
MOSS LANDING 20A PLATS
VIEW
PUE F

SHEET
1
OF
1

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