Project: Nacimiento Lake Drive Bridge Project GRANTORS: Greg and Lynn Brown Revocable Trust Agreement for Purchase Page 1 of 8

AGREEMENT FOR PURCHASE OF REAL PROPERTY

This Agreement for Purchase of Real Property (Agreement) is between the County of Monterey, a political subdivision of the State of California (GRANTEE), and Gregory Neil Brown and Robin Lynn Brown, Trustees of the Greg and Lynn Brown Revocable Trust dated August 11, 2005 (GRANTOR). GRANTOR and GRANTEE are collectively referred to as "the parties".

The parties hereby agree as follows:

1. PROPERTY:

GRANTEE agrees to relinquish certain Right of Way described in Exhibits "A" and "B", (attached and incorporated by this reference) for ownership by GRANTOR. GRANTOR agrees to sell and GRANTEE agrees to purchase certain land described in Exhibits "C" and "D", (attached and incorporated by this reference) being a portion of property in Monterey County located along and north of Nacimiento Lake Drive, in the 76900 Block of Nacimiento Lake Drive, Monterey County, California 93450, further identified as APN 424-091-021 for use by GRANTEE on the Nacimiento Lake Drive Bridge Project (Project Property). Furthermore, GRANTOR agrees to lease a Temporary Construction Easement (TCE) described in Exhibit "E", (attached and incorporated by this reference) for use during construction of Nacimiento Lake Drive Bridge project. GRANTOR agrees to grant a Permanent Roadway and Utility Easement (Exhibits "C" and "D") to GRANTEE. GRANTEE agrees to relinquish a County Right of Way (described in Exhibits "A" and "B") on the terms and conditions set forth in this Agreement. The form of the County Right of Way, Permanent Roadway and Utility Easement, and TCE are depicted in Exhibits "A", "B", "C", "D", and "E".

2. DELIVERY OF DOCUMENTS:

Concurrently with the execution of this Agreement, the Permanent Easement Deed shall be executed and delivered by GRANTOR to GRANTEE's staff or to Rebekah Green, Bender Rosenthal, Inc., (GRANTEE's Agent) acting for GRANTEE, for the purpose of placing the Permanent Easement Deed into escrow. Prior to placing the Permanent Roadway and Utility Easement into escrow, the purchase of the Project Property must be approved by the Board of Supervisors of the County of Monterey and fully executed by the County of Monterey. The Permanent Roadway and Utility 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 Roadway and Utility Easement Deed and GRANTOR shall not be deemed to have accepted delivery of the County Right of Way until such time as the Permanent Roadway and Utility Easement Deed and Deed to Relinquished County Right of Way are recorded in the Official Records of Monterey County, California in accordance with

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written escrow instructions delivered to escrow by GRANTEE and GRANTOR. The TCE Deed will not be recorded.

This transition shall be handled through an escrow with Chicago Title Company, 50 Winham Street, Salinas, California 93901. GRANTOR 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) a Federal Form W-9 "Request for Taxpayer Identification Number and Certification", (iii) 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, (iv) Authorization to Discuss Loan with Chicago Title Company Regarding Issuance of Partial Reconveyance form, (v) Monterey County – Vendor Data Record to register as a new vendor, or register 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 Roadway and Utility Easement to be purchased and TCE to be leased by GRANTEE minus the appraised value of the Right of Way to be relinquished by GRANTEE is **Ten Thousand Dollars (\$10,000).** GRANTEE shall deliver the purchase price into escrow after the Agreement for Purchase of Real Property is approved by the Board of Supervisors and full execution and delivery of the Permanent Roadway and Utility Easement Deed, the Deed of Right of Way that will relinquish the GRANTEE's Right of Way to GRANTOR, and the TCE Deed into escrow. GRANTOR shall, by Grant of Permanent Roadway and Utility Easement, grant to GRANTEE the Project Property, free and clear of tax liens that would render the Project Property unsuitable for the intended purposes.

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 and Utility Easement areas described in the documents delivered herewith, for rights of way for the purpose of road improvements and bridge construction.

5. MONTEREY COUNTY RIGHT OF WAY:

Ownership of a Monterey County Right of Way will be relinquished to GRANTOR as a partial exchange for the Permanent Roadway and Utility Easement.

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6. TEMPORARY CONSTRUCTION EASEMENT:

A TCE is needed for the purpose of providing access for construction. Said TCE shall be for a period of twenty-four (24) months from the date of the deposit of the full purchase price into escrow by GRANTEE 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 TCE for the purpose described above.

GRANTOR agrees that upon the expiration of the TCE, GRANTEE has the option to extend the term of the TCE as to the entire TCE area, or any portion thereof for a period of time up to 12 months. The rate for the extended use of the TCE area shall be compensation at a nominal amount of \$40. per month as determined in the appraisal of the subject property. GRANTEE shall provide GRANTOR with notice of its intent to extend the term of the TCE at least thirty (30) days prior to the expiration of the TCE.

It is further agreed and understood between GRANTOR 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 GRANTOR following construction of the project.

7. 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 which are to be cleared from the title to the Project Property.

8. 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 except as shown of record and accepted by GRANTEE in writing.

9. EASEMENT WARRANTY:

GRANTOR warrants 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 or granted by GRANTOR. Project: Nacimiento Lake Drive Bridge Project GRANTORS: Greg and Lynn Brown Revocable Trust Agreement for Purchase Page 4 of 8

10. LEASE WARRANTY:

GRANTOR warrants 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 granted by GRANTOR.

11. POSSESSION:

GRANTEE shall have the right of possession and use of the Permanent Easement areas including the right to remove and dispose of improvements upon deposit of the full amount of the purchase price into escrow by GRANTEE as documented by Chicago Title Company.

12. 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 Roadway and Utility Easement areas (Project Property) as described in the appraisal of the Project Property.

13. WARRANTY AGAINST MATERIAL DEFECTS:

GRANTOR has no knowledge, actual or constructive, of any material defects in the Project Property and is granting the portion that is the subject of this Agreement "AS IS." Grantee acknowledges that it has inspected the property and valued the property in its "AS IS" condition. Grantor excludes all warranties express or implied not set out in this Agreement.

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.

Project: Nacimiento Lake Drive Bridge Project GRANTORS: Greg and Lynn Brown Revocable Trust Agreement for Purchase Page 5 of 8

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.

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 returned receipt requested. Notice shall be considered given when mailed. Notices shall be addressed as shown below for each party.

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.

21. INDEMNITY:

GRANTEE agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of GRANTEE's operations under this Agreement. GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of GRANTEE and/or GRANTEE's Contractor's operations under this Agreement and GRANTEE will, at its option, either repair or pay for such damage required to return damaged area to like preconstruction condition.

Project: Nacimiento Lake Drive Bridge Project GRANTORS: Greg and Lynn Brown Revocable Trust Agreement for Purchase Page 6 of 8

22. GRANTOR PROPERTY ACCESS:

It is understood and agreed between the parties to this Agreement, that GRANTOR's access to GRANTOR's remainder property will not change with no restrictions to access in the after condition.

GRANTEE agrees that GRANTOR will have access to GRANTOR's remainder property during construction with said access maintained in such a way so that it does not impact or interfere with normal business operations or home residency. GRANTEE will notify GRANTOR at least 30 days prior to start of construction. Notwithstanding anything to the contrary herein, GRANTEE's Contractors or Agents shall not impair GRANTOR's use or access to GRANTOR's remainder property and will not park or store vehicles, debris, or equipment on GRANTOR's remainder property unless GRANTOR's written permission is obtained in advance.

Any rearrangement of parking areas required to provide continued access to the GRANTOR's remainder property shall be GRANTEE's Contractor's responsibility and will be coordinated with GRANTOR and performed at project expense so as not to restrict business operations or home residency on the remainder property.

GRANTOR's access from remainder property and ingress/egress on property covered under Permanent Roadway and Utility Easement purchased by GRANTEE pursuant to this Agreement shall be maintained by GRANTOR. The Permanent Roadway and Utility Easement purchased pursuant to this Agreement is for roadway purposes for transportation of the general public and utility use. Public access will be as indicated in the California Streets and Highways Code.

23. ABANDONMENT OF PERMANENT EASEMENT:

Property rights of fee title ownership of the area of the Permanent Roadway and Utility Easement purchased pursuant to this Agreement by GRANTEE are retained by GRANTOR. In the situation of abandonment of the Permanent Roadway and Utility Easement covered by this Agreement by GRANTEE, the use of the property by GRANTEE would be relinquished and ownership by GRANTOR (exclusive of the Permanent Roadway and Utility Easement area for vehicular or nonvehicular trail use that GRANTEE has granted to any other state or local public agency) would be retained as indicated in California Streets and Highways Code Section 8351 as may be amended from time to time. Abandonment of existing right of way held by the County of Monterey and held in fee title would be abandoned subject to the procedure indicated in California Streets and Highways Code Section 8300-8306 as may be amended from time to time.

Project: Nacimiento Lake Drive Bridge Project GRANTORS: Greg and Lynn Brown Revocable Trust Agreement for Purchase Page 7 of 8

24. HAZARDOUS WASTE MATERIAL:

GRANTOR hereby represents and warrants that during the period of GRANTOR's ownership of the Property, GRANTOR has no knowledge that there has, or has not been any disposals or releases of hazardous substances on, from, or under, the Property. GRANTOR further represents and warrants that GRANTOR has no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to GRANTOR taking title to the Property.

Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal, State, County, or local laws, GRANTEE reserves the right to recover its clean-up costs from those who generated, caused, or contributed to the contamination.

To Grantors:

Greg and Lynn Brown Revocable Trust Dated August 11, 2005 76936 Nacimiento Lake Drive Bradley, California 93426

To Grantee:

County of Monterey Resource Management Agency Neville Pereira, CBO, PE Interim Deputy Director Public Works, Parks, & Facilities 1441 Schilling Place, 2nd Floor Salinas, California 93901 Project: Nacimiento Lake Drive Bridge Project GRANTORS: Greg and Lynn Brown Revocable Trust Agreement for Purchase Page 8 of 8

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 as of the last date opposite the respective signatures below.

GRANTOR

Gregory Neil Brown and Robin Lynn Brown, Trustees of the Greg and Lynn Brown Revocable Trust Dated August 11, 2005

By: <u>Ang nel Mem</u> Date: <u>9/21/18</u> By: <u>Robin Lynn Brown</u> Date: <u>9/21/18</u>

GRANTEE

County of Monterey

By:

Date:

Neville Pereira, CBO, PE Interim Deputy Director RMA - Public Works, Parks, & Facilities

APPROVED AS TO FORM: Office of the County Counsel - Risk Management, Charles J. McKee, County Counsel - Risk Manager

By:

Date: 10-16-2018

Ary Grace Perry, Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

County to Brown Transfer Parcel

Situate in Section 26, Township 24 South, Range 10 East, Mount Diablo Meridian, in the County of Monterey, State of California, and being a portion of that certain 0.430 acre parcel of land conveyed by deed from Elizabeth A. Rogers, et al, to the County of Monterey, dated July 20, 1959, and recorded December 10, 1959 in Volume 2012 of Official Records, at Page 361, Records of Monterey County, said portion being more particularly described as follows:

Beginning at a 1" diameter iron pipe, tagged "County Surveyor Monterey," standing at the most southerly point of said 0.430 acre parcel, said point being on the westerly right of way line of Nacimiento Lake Drive, a County Road 60 feet wide, being a public road easement granted by deed from Pleyto Consolidated Oil Company to the County of Monterey, dated February 8, 1922, and recorded July 21, 1922 in Volume 4 of Official Records, at Page 155, Records of Monterey County; thence from said point beginning and along the westerly boundary of said 0.430 acre parcel

- N. 00°52'21" E., 130.00 feet (North, deed), at 51.52 feet an angle point in said right of way line of Nacimiento Lake Drive as described in said deed from Pleyto Consolidated Oil Company, 130.00 feet to the northwest corner of said 0.430 acre parcel; thence leaving said westerly boundary and along the northerly boundary of said 0.430 acre parcel
- 2) N. 55°43'08" E., 55.62 feet (N. 54°53'20" E., 55.79 feet, deed); thence
- 3) S. 87°06'12" E., 189.42 feet (S. 87°56' E., 190.00 feet, deed); thence
- 4) S. 63°21'12" E., 53.37 feet (S. 64°11' E., deed) to a point on the easterly boundary of that certain parcel of land conveyed by deed from Robin Lynn Brown, Successor Trustee of the Buttle Properties Trust dated 7/10/90, to Gregory Neil Brown and Robin Lynn Brown, trustees, dated February 13, 2008, and recorded as Document No. 2008013595 of the Official Records of Monterey County, being also a point on the easterly boundary of that certain parcel designated as "APN 424-091-021" on that certain map filed for record November 7, 2003 in Volume 27 of Surveys, at Page 20, Records of Monterey County; thence leaving said northerly boundary and along said easterly property boundary
- 5) S. 01°25'07" W., 23.07 feet (S. 00°17'32" W., map), at 6.60 feet, a point on the northerly right of way line of Nacimiento Lake Drive as described in said deed from Pleyto Consolidated Oil Company, 23.07 feet to a point on the southerly boundary of said 0.430 acre parcel; thence leaving said easterly property boundary and along said southerly parcel boundary
- 6) S. 85°20'45" W., 202.22 feet (S. 84°33' W., deed); thence tangentially curving
- 7) Southwesterly along a circular curve to the left with a radius of 90.00 feet through a central angle of 84°28'25" for an arc distance of 132.69 feet (central angle of 84°33' for an arc distance of 132.81 feet, deed) to the point of beginning.

Containing 0.413 acres of land, more or less.

RESERVING therefrom the right for a public highway and County Road, on, over, under, and across a portion of that certain strip of land, 60 feet wide, granted by deed from Pleyto Consolidated Oil Company to the County of Monterey, dated February 8, 1922, and recorded July 21, 1922 in Volume 4 of Official Records, at Page 155, Records of Monterey County, said portion being more particularly described as follows:

Beginning at a 1" diameter iron pipe, tagged "County Surveyor Monterey," standing at the most southerly point of said 0.430 acre parcel, said point being on the westerly right of way line of Nacimiento Lake Drive, a County Road 60 feet wide, being a public road easement granted by said deed from Pleyto Consolidated Oil Company; thence from said point beginning and along the northwesterly and northerly right of way line

- N. 00°52'21" E., 51.52 feet (North, deed) to an angle point in said right of way line of Nacimiento Lake Drive as described in said deed from Pleyto Consolidated Oil Company; thence
- 2) N. 43°52'21" E., 81.76 feet (N. 43° E., deed); thence
- 3) N. 87°17'21" E., 227.46 feet (N. 86°25' E., deed); thence to a point on the easterly boundary of that certain parcel of land conveyed by deed from Robin Lynn Brown, Successor Trustee of the Buttle Properties Trust dated 7/10/90, to Gregory Neil Brown and Robin Lynn Brown, trustees, dated February 13, 2008, and recorded as Document No. 2008013595 of the Official Records of Monterey County, being also a point on the easterly boundary of that certain parcel designated as "APN 424-091-021" on that certain map filed for record November 7, 2003 in Volume 27 of Surveys, at Page 20, Records of Monterey County; thence leaving said northerly right of way line and along said easterly property boundary
- 4) S. 01°25'07" W., 16.47 feet (S. 00°17'32" W., map) to a point on the southerly boundary of that certain 0.430 acre parcel of land conveyed by deed from Elizabeth A. Rogers, et al, to the County of Monterey, dated July 20, 1959, and recorded December 10, 1959 in Volume 2012 of Official Records, at Page 361, Records of Monterey County; thence leaving said easterly property boundary and along said southerly parcel boundary
- 5) S. 85°20'45" W., 202.22 feet (S. 84°33' W., deed); thence tangentially curving
- 6) Southwesterly along a circular curve to the left with a radius of 90.00 feet through a central angle of 84°28'25" for an arc distance of 132.69 feet (central angle of 84°33' for an arc distance of 132.81 feet, deed) to the point of beginning.

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°06'25". To obtain ground level distances, multiply the distances shown by 1.000042.

Prepared by:

8/281

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



424-091-021 MoCo to Brown 08/28/18

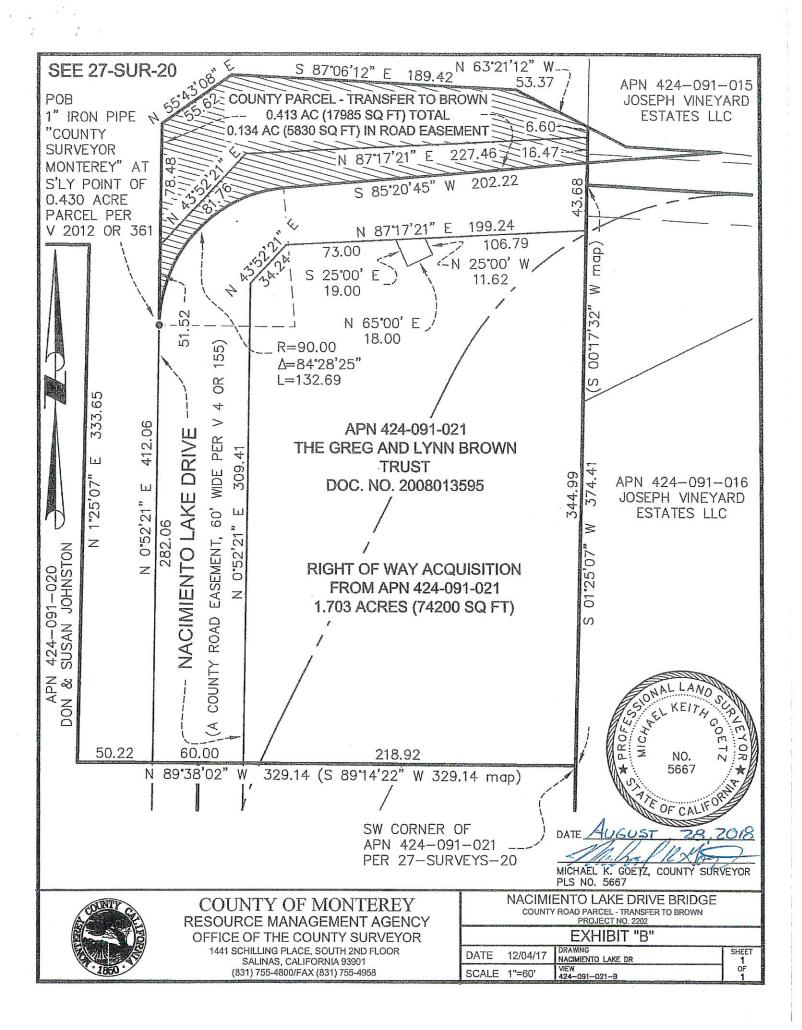


EXHIBIT "C"

LEGAL DESCRIPTION

County Permanent Road Easement

Situate in Section 26, Township 24 South, Range 10 East, Mount Diablo Meridian, in the County of Monterey, State of California, and being a portion of that certain parcel of land conveyed by deed from Robin Lynn Brown, Successor Trustee of the Buttle Properties Trust dated 7/10/90, to Gregory Neil Brown and Robin Lynn Brown, trustees, dated February 13, 2008, and recorded as Document No. 2008013595 of the Official Records of Monterey County, said portion being more particularly described as follows:

Beginning at the southeast corner of that certain parcel designated as "APN 424-091-021" on that certain map filed for record November 7, 2003 in Volume 27 of Surveys, at Page 20, Records of Monterey County; thence from said point beginning and along the south boundary of said parcel

- N. 89°38'02" W., 218.92 feet to a point on the east line of Nacimiento Lake Drive, a County Road, being a public road easement granted by deed from Pleyto Consolidated Oil Company to the County of Monterey, dated February 8, 1922, and recorded July 21, 1922 in Volume 4 of Official Records, at Page 155; thence leaving said south boundary and along said road line
- 2) N. 00°52'21" E., 309.41 feet (North, deed); thence
- 3) N. 43°52'21" E., 34.24 feet (N. 43° E., deed); thence
- 4) N. 87°17'21" E., 73.00 feet (N. 86°25' E., deed); thence leaving said road line
- 5) S. 25°00'00" E., 19.00 feet; thence
- 6) N. 65°00'00" E., 18.00 feet; thence
- 7) N. 25°00'00" W., 11.62 feet to a point on the aforesaid road line; thence along said road line
- N. 87°17'21" E., 106.79 feet (N. 86°25' E., deed) to a point on the east line of the aforesaid parcel designated "APN 424-091-021" as shown on the aforesaid filed survey map; thence along said east line
- 9) S. 01°25'07" W., 344.99 feet (S. 00°17'32" E., map) to the point of beginning,

Containing 1.703 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°06'25". To obtain ground level distances, multiply the distances shown by 1.000042.

Prepared by Michael K. Goetz - PES 5667

County Surveyor – Monterey County



424-091-021 Brown to County 12/04/17

