

# Exhibit D

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**WHEN RECORDED RETURN TO:**

County of Monterey  
RMA-Public Works  
Attn: Real Property Specialist  
855 East Laurel Drive, Building C  
Salinas, CA 93905

Space above this line is for Recorder's use.

RMA-PW Lane T, Portions T3 & T4 (in Hatton Fields, Carmel) adjacent to APN 009-293-001

**QUITCLAIM DEED**

For valuable consideration, receipt of which is hereby acknowledged, the **County of Monterey**, a political subdivision of the State of California hereby remises, releases, and quitclaims to **Frank J. Aguilera and Claude M. Aguilera, as Trustees of the Aguilera Family Trust, Dated January 18, 2006** and/or their successors and assigns, all its right, title, responsibility (including land, drainage and tree maintenance responsibility), and interest in the real property located in the County of Monterey, California, and more particularly described in Exhibit "A" attached hereto and incorporated by this reference herein (the "Property"), subject to the reservation of existing easements for overhead and underground public utilities and drainage facilities, and private sewer drains located within the limits of the Property (including access to perform needed maintenance, repair or replacement). The Property shall also be subject to all local jurisdictions regulating land use, and health and safety codes.

This Quitclaim Deed is executed this 6<sup>th</sup> day of July, 2016.

Approved as to form:

By:

Mary Grace Perry  
Mary Grace Perry, Deputy County Counsel

County of Monterey:

By:

Michael R Derr  
Michael R Derr, Contracts/Purchasing Officer

**ACKNOWLEDGEMENT:**

STATE OF CALIFORNIA )

COUNTY OF MONTEREY )

On July 6, 2016, before me, Denise Hancock Notary Public, personally appeared Michael R. Derr, who proved to me on basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

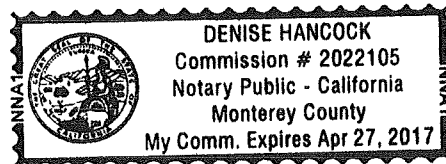
I certify UNDER PENALTY OF PERJURY under laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Denise Hancock

Name: Denise Hancock, Notary Public



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.

# **Exhibit A**

**Legal Descriptions and Plat to Quitclaim a portion of Lane “T”  
(Portions T3 & T4)**

**Legal Description to  
Quitclaim a portion of Lane "T"  
(Portion T3)**

A portion of that certain 15 foot wide lane accepted on behalf of the public by the Monterey County Board of Supervisors on August 1, 1927 by signature on the "Hatton Fields, Tract No. 3" subdivision map filed in Volume 3, Page 45 of Cities and Towns in the office of the County Recorder of Monterey County, California, said lane being the same lane shown in Block 39 on the "Hatton Fields, Tract No. 3A" subdivision map filed in Volume 4, Page 8 of Cities and Towns in the office of the County Recorder of said county, said portion being described as follows:

**Beginning** at the southwest corner of Lot 27, Block 39 as per said map, said point being on the northerly line of that certain 50.00 foot wide right-of-way of Lazarro Drive, thence leaving said Lot 27, westerly along the northerly line of said right-of-way

- 1) South 75°40'00" West 7.52 feet; thence leaving the southerly line of said right-of-way,
- 2) North 10°11'00" West, 134.99 feet to a point in the middle of the line connecting the most easterly corner in common to Lots 7 & 28, Block 39 as per said map with the most westerly corner in common to said Lot 8 & Lot 27, Block 39 as per said map; thence easterly along said connecting line
- 3) North 78°13'00" East, 7.50 feet to the most westerly corner in common to said Lots 8 & 27; thence southerly along the westerly line of said Lot 27
- 4) South 10°11'00" East, 134.66 feet to the southwest corner of said Lot 27 and the **Point of Beginning**.

Containing 1,011 square feet, more or less.

Bearings cited herein are referenced to Volume 4, Page 8 of Cities and Towns as filed in the office of the County Recorder of said county.

Dated: December 10, 2013

Bestor Engineers, Inc.

*H. Patrick Ward*

H. Patrick Ward, PE, PLS



**Legal Description to  
Quitclaim a portion of Lane "T"  
(Portion T4)**

A portion of that certain 15 foot wide lane accepted on behalf of the public by the Monterey County Board of Supervisors on August 1, 1927 by signature on the "Hatton Fields, Tract No. 3" subdivision map filed in Volume 3, Page 45 of Cities and Towns in the office of the County Recorder of Monterey County, California, said lane being the same lane shown in Block 39 on the "Hatton Fields, Tract No. 3A" subdivision map filed in Volume 4, Page 8 of Cities and Towns in the office of the County Recorder of said county, said portion being described as follows:

**Beginning** at the southeast corner of Lot 28, Block 39 as per said map, said point being on the northerly line of that certain 50.00 foot wide right-of-way of Lazarro Drive, thence leaving said Lot 28, easterly along the northerly line of said right-of-way

- 1) North 75°40'00" East 7.52 feet; thence leaving the southerly line of said right-of-way,
- 2) North 10°11'00" West, 134.99 feet to a point in the middle of the line connecting the most easterly corner in common to Lots 7 & 28, Block 39 as per said map with the most westerly corner in common to said Lot 8 & Lot 27, Block 39 as per said map; thence easterly along said connecting line
- 3) South 78°13'00" West, 7.50 feet to the most westerly corner in common to said Lots 7 & 28; thence southerly along the easterly line of said Lot 28
- 4) South 10°11'00" East, 135.32 feet to the southeast corner of said Lot 28 and the **Point of Beginning**.

Containing 1,014 square feet, more or less.

Bearings cited herein are referenced to Volume 4, Page 8 of Cities and Towns as filed in the office of the County Recorder of said county.

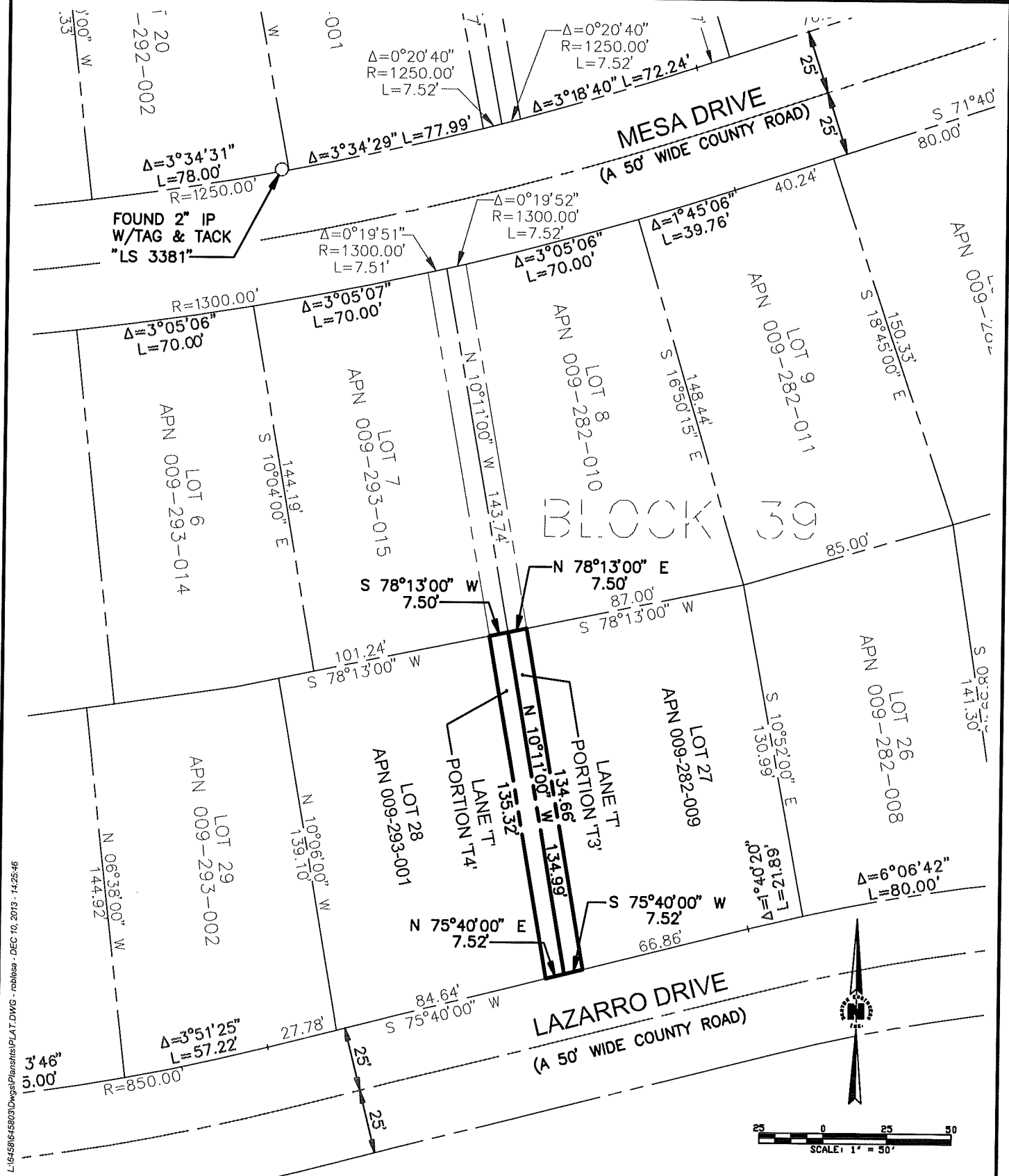
Dated: December 10, 2013

Bestor Engineers, Inc.

*H. Patrick Ward*

H. Patrick Ward, PE, PLS





L:\6458616803\Drawings\Plats\PLAT.DWG - rablosa - DEC 10, 2013 - 14:26:46

	<b>BESTOR ENGINEERS, INC.</b>	<b>PLAT OF QUITCLAIM</b>	SCALE: 1" = 50'
	CIVIL ENGINEERING - SURVEYING - LAND PLANNING	A PORTION OF LANE "T"	DATE: 12/10/13
	9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940		SHEET: 1 OF 1
	831.373.2941 831.649.4118F WWW.BESTOR.COM		WO: 6458.03
		COUNTY OF MONTEREY, CALIFORNIA	

MONTEREY COUNTY  
**WEEKLY**

668 Williams Ave  
(831) 394-5656  
Seaside, CA 93955

**Proof of publication**

State of California  
County of Monterey

I am a citizen of the  
United States and a resident of  
the State of California. I am  
over the age of 18 years and  
not party to or interested in the  
above-entitled matter.

I am the principal clerk of  
*Monterey County Weekly*,  
a newspaper of general  
circulation, published weekly by  
Milestone Communications, Inc.  
in the City of Seaside,  
County of Monterey,  
and which newspaper has been  
adjudicated a newspaper of  
general circulation by the  
Superior Court of the County  
of Monterey, State of  
California; that the notice of  
which the annexed is a printed  
copy has been published in  
each regular and entire issue of  
said newspaper and not in any  
supplement thereof on the  
following dates to wit.

May 12, 19, 2016

I certify (or declare) under  
penalty of perjury that the  
foregoing is true and correct.

Name.....Linda S. Maceira.....

Signature.....*Linda S. Maceira*.....

Dated:....May 19, 2016....Monterey, California

**PUBLIC NOTICE**  
**COUNTY OF MONTEREY, CALIFORNIA**

The County of Monterey intends to sell Sections T3 and T4 (totaling approximately 2,640 square feet) of Lane T located adjacent to 3511 Lazarro Drive (APN 009-293-001) in the unincorporated areas of Hatton Fields near the City of Carmel to Frank J. Aguilera and Claude M. Aguilera, as Trustees of the Aguilera Family Trust, Dated January 18, 2006 (Buyer) for \$7.21 per square foot, plus survey costs pursuant to California Government Code Section 25526.5.

The property is being sold with no warranties by the County as to the condition of the property. County conveyed interests may be subject to certain easements for overhead and underground public utilities, drainage facilities, and private sewer drains located within the limits of the property (including access to perform needed maintenance, repair and replacement) which must be reserved for continued future use. It will be the responsibility of the Buyer to secure any surveys or appraisals other than those completed by the County of Monterey for the proposed land sale. Once the sale has been recorded, it will be the responsibility of the Buyer to file for lot line adjustments if needed.

For additional information, please contact the Department of Public Works, Real Property Specialist at (831) 755-4855. Published May 12 & May 19, 2016



## **PUBLIC NOTICE**

### **COUNTY OF MONTEREY, CALIFORNIA**

The County of Monterey intends to sell Sections T3 and T4 (totaling approximately 2,640 square feet) of Lane T located adjacent to 3511 Lazzarro Drive (APN 009-293-001) in the unincorporated areas of Hatton Fields near the City of Carmel to Frank J. Aguilera and Claude M. Aguilera, as Trustees of the Aguilera Family Trust, Dated January 18, 2006 (Buyer) for \$7.21 per square foot, plus survey costs pursuant to California Government Code Section 25526.5.

The property is being sold with no warranties by the County as to the condition of the property. County conveyed interests may be subject to certain easements for overhead and underground public utilities, drainage facilities, and private sewer drains located within the limits of the property (including access to perform needed maintenance, repair and replacement) which must be reserved for continued future use. It will be the responsibility of the Buyer to secure any surveys or appraisals other than those completed by the County of Monterey for the proposed land sale. Once the sale has been recorded, it will be the responsibility of the Buyer to file for lot line adjustments if needed.

For additional information, please contact the Department of Public Works, Real Property Specialist at (831) 755-4855. Published April 29 & May 6<sup>th</sup> 2016.



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

#### Agreement No.: A-13112

Upon motion of Supervisor Salinas, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Re-declared Sections T3 and T4 (totaling approximately 2,640 square feet) of Lane T located adjacent to 3511 Lazarro Drive (APN 009-293-001) in the unincorporated areas of Hatton Fields near the City of Carmel as surplus real property and no longer necessary for County or other public purposes;
- b. Adopted a Notice of Intent to sell Sections T3 and T4 (totaling approximately 2,640 square feet) of Lane T located adjacent to 3511 Lazarro Drive (APN 009-293-001) in the unincorporated areas of Hatton Fields near the City of Carmel to Frank J. Aguilera and Claude M. Aguilera, as Trustees of the Aguilera Family Trust, Dated January 18, 2006 (Buyer) for \$7.21 per square foot pursuant to California Government Code Section 25526.5;
- c. Directed the RMA Interim Director of Public Works and Facilities to publish a Notice of Intent to Sell; and
- d. Authorized the Contracts/Purchasing Officer to execute the Offer and Agreement to Purchase Real Property, Quitclaim Deeds and any other necessary transfer documents to complete the sale.

PASSED AND ADOPTED on this 26th day of April 2016, by the following vote, to wit:

AYES: Supervisors Phillips, Salinas and Parker

NOES: None

ABSENT: Supervisors Armenta and Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on April 26, 2016.

Dated: April 28, 2016  
File ID: A 16-093

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By

Deputy



# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Report

Legistar File Number: A 16-093

April 26, 2016

Introduced: 4/6/2016

Version: 1

Current Status: Consent Agenda

Matter Type: BoS Agreement

- a. Re-declare Sections T3 and T4 (totaling approximately 2,640 square feet) of Lane T located adjacent to 3511 Lazarro Drive (APN 009-293-001) in the unincorporated areas of Hatton Fields near the City of Carmel as surplus real property and no longer necessary for County or other public purposes;
- b. Adopt a Notice of Intent to sell Sections T3 and T4 (totaling approximately 2,640 square feet) of Lane T located adjacent to 3511 Lazarro Drive (APN 009-293-001) in the unincorporated areas of Hatton Fields near the City of Carmel to Frank J. Aguilera and Claude M. Aguilera, as Trustees of the Aguilera Family Trust, Dated January 18, 2006 (Buyer) for \$7.21 per square foot pursuant to California Government Code Section 25526.5;
- c. Direct the RMA Interim Director of Public Works and Facilities to publish a Notice of Intent to Sell; and
- d. Authorize the Contracts/Purchasing Officer to execute the Offer and Agreement to Purchase Real Property, Quitclaim Deeds and any other necessary transfer documents to complete the sale.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Re-declare Sections T3 and T4 (totaling approximately 2,640 square feet) of Lane T located adjacent to 3511 Lazarro Drive (APN 009-293-001) in the unincorporated areas of Hatton Fields near the City of Carmel as surplus real property and no longer necessary for County or other public purposes;
- b. Adopt a Notice of Intent to sell Sections T3 and T4 (totaling approximately 2,640 square feet) of Lane T located adjacent to 3511 Lazarro Drive (APN 009-293-001) in the unincorporated areas of Hatton Fields near the City of Carmel to Frank J. Aguilera and Claude M. Aguilera, as Trustees of the Aguilera Family Trust, Dated January 18, 2006 (Buyer) for \$7.21 per square foot pursuant to California Government Code Section 25526.5;
- c. Direct the RMA Interim Director of Public Works and Facilities to publish a Notice of Intent to Sell; and
- d. Authorize the Contracts/Purchasing Officer to execute the Offer and Agreement to Purchase Real Property, Quitclaim Deeds and any other necessary transfer documents to complete the sale.

### SUMMARY:

Approval of this recommendation will allow the County to sell Sections T3 and T4 (totaling approximately 2,640 square feet) of Lane T located adjacent to 3511 Lazarro Drive (APN 009-293-001) in the unincorporated areas of Hatton Fields near the City of Carmel that are no

longer necessary for County or other public purposes. The sale process insured that the adjacent property owners had first right of refusal to acquire the land. A licensed appraiser was used to establish the basis for the minimum sale amount of \$7.21 per square foot.

DISCUSSION:

On January 27, 2004, the Board approved the abandonment of identified lanes and roadways in the unincorporated areas of Hatton Fields/Carmel Woods; declared them as surplus real property and no longer needed for County or other public purposes; and approved an Invitation for Bid packet including Bid Instruction and Offer and Agreement to Purchase Real Property. This initial bid offering provided approximately \$255,000 in revenue to the County General Fund in Fiscal year 2003-2004. The minimum bid prices were based on an appraisal of minimum sale values prepared by the Brigantino Company in 2003. Since that initial bid offering, the real estate market has fluctuated. To continue practicing due diligence and comply with California Constitution Article 16, Section 6, which prohibits the County from making a gift of anything to a private group or person, an update of the original appraisal was commissioned and supplied by The Appraisal Group dated January 1, 2009. Until such time as major moves in the real estate market require the need for a third updated appraisal, the sale price of remnant parcels will be based on The Appraisal Group's reconciled minimum sale values adjusted up or down depending upon the percent of change in the median price of home sales in a subject property's immediate market area. This percentage of change must be determined by a licensed real estate appraiser.

It is recommended that Sections T3 and T4 (totaling approximately 2,640 square feet) of Lane T located adjacent to 3511 Lazarro Drive(APN 009-293-001) in the unincorporated areas of Hatton Fields near the City of Carmel be sold to Frank J. Aguilera and Claude M. Aguilera, as Trustees of the Aguilera Family Trust Dated January 18, 2006 (Buyer) pursuant to California Government Code Section 25526.5 due to proximity of their land, limited square footage, and the Hatton Field property owners concerns over abnormal and inconsistent development. The Buyer will be assuming all closing and/or survey costs. A licensed appraiser was used to establish the basis for the minimum sale amount of \$7.21 per square foot. The land was first offered to the adjacent property owners in equal sections. The final purchase price will be determined after actual square footage is verified during the land surveying process.

OTHER AGENCY INVOLVEMENT:

The initial bid offering and the proposed abandonment and sale has received approval from the Office of Emergency Services, Sheriff's Office, Parks Department, and the Assessor's Office. In addition, Pacific Gas & Electric, Pacific Bell and Cal American Water Company were notified of the proposed sale and had no objections.

The Office of the County Counsel has reviewed the transfer documents as to form.

FINANCING:

This action is estimated to provide \$19,035 in revenue to the County General Fund for Fiscal Year 2015-2016. The final purchase price will be determined after actual square footage is verified by a licensed surveyor paid for by the Buyer.

Prepared by: George K. Salcido, Real Property Specialist (831) 755-4859

Approved by: Benny J. Young, Interim Director of Public Works and Facilities

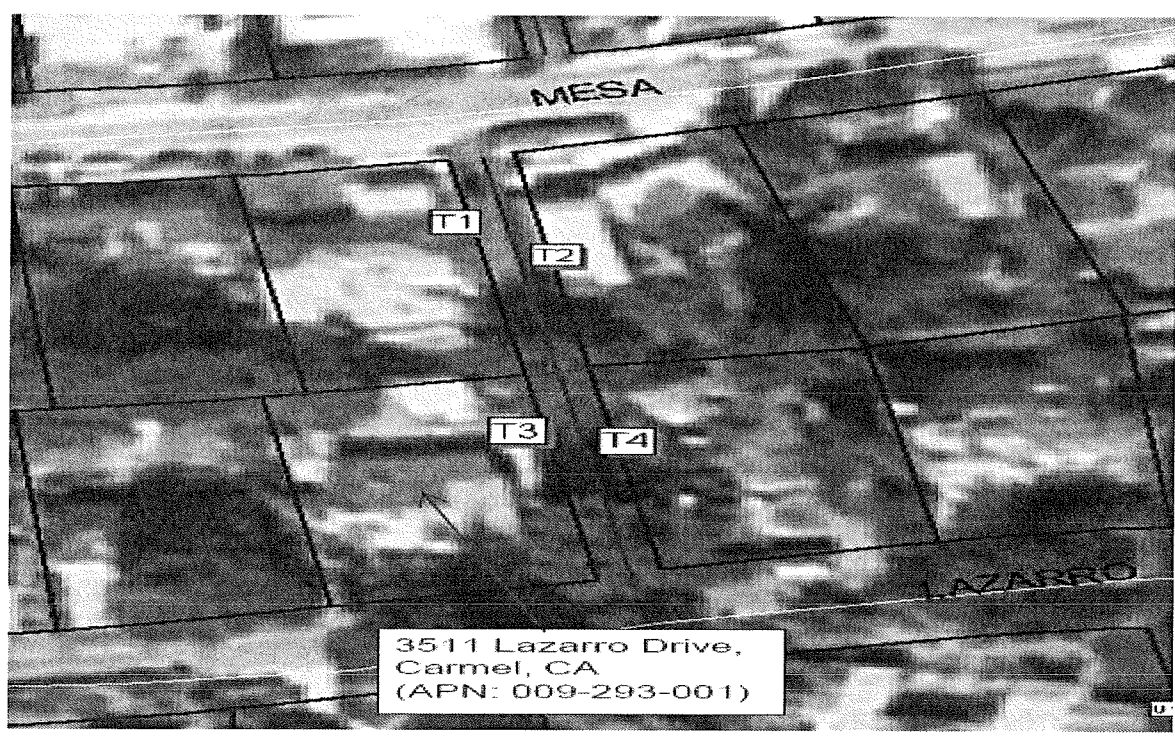
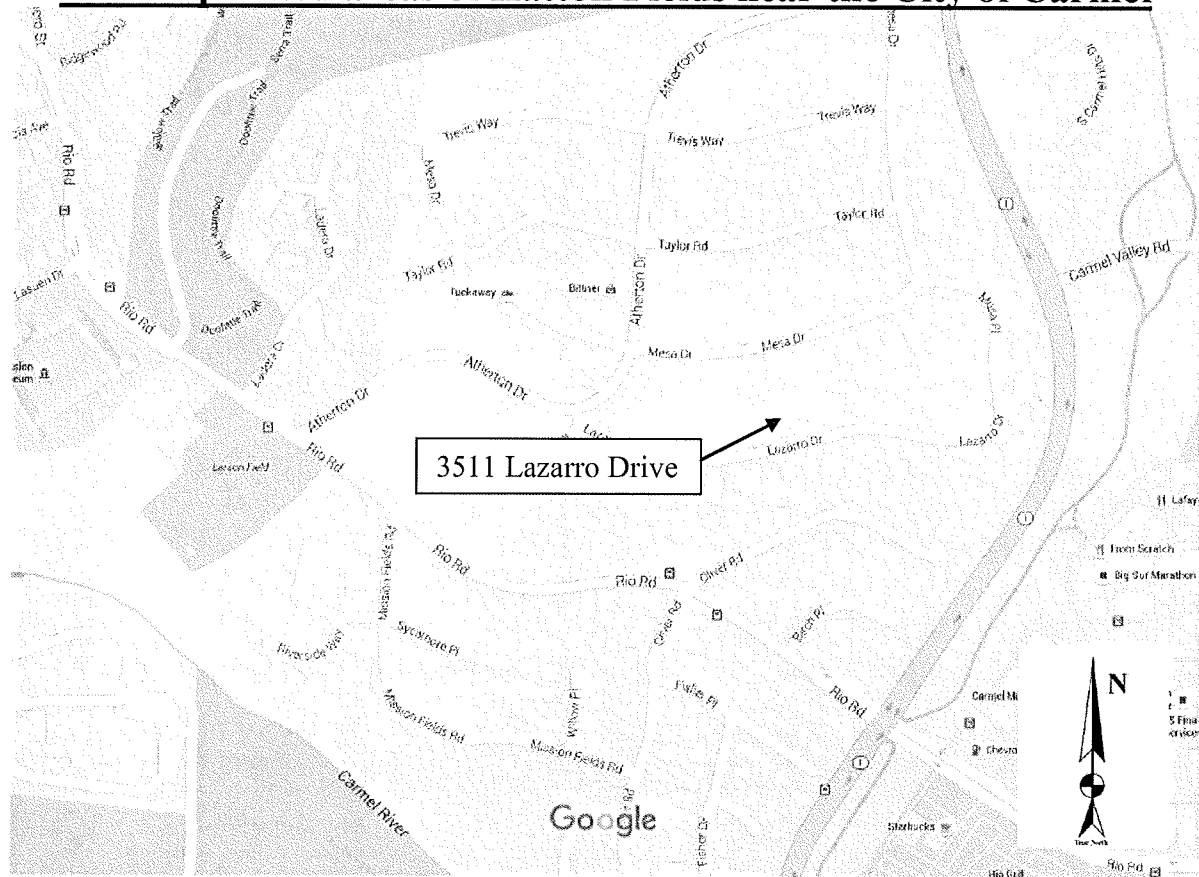
Approved by: Carl P. Holm, AICP, Resource Management Agency Director

Dated: April 18, 2016

Attachments: Att. 1: Offer and Agreement to Purchase Real Property; Att. 2: Location Map  
(On file with the Clerk of the Board)

# LOCATION MAP

**Section T3 and T4 (totaling approximately 2,640 square feet) of Lane T located adjacent to 3511 Lazarro Drive in the unincorporated areas of Hatton Fields near the City of Carmel**



## OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

**BUYER:** Frank J. Aguilera and Claude M. Aguilera as Trustees of the Aguilera Family Trust Dated January 18, 2006

**SELLER:** County of Monterey

In consideration of the SELLER's proposal to sell the real property described as Sections T3 and T4 (totaling approximately 2,640 square feet) of Lane T located adjacent to 3511 Lazarro Drive (APN 009-293-001) in the unincorporated area of Hatton Fields near the City of Carmel, and further described in **EXHIBIT A – Hatton Fields – Lane T**, attached and incorporated by this reference (hereafter the "Property"), BUYER agrees to purchase the Property for the sum of **Seven Dollars and Twenty-One Cents (\$7.21 ) per square foot** upon the terms and conditions stated herein.

BUYER herewith gives SELLER a good faith deposit, hereinafter referred to as the "Bid Deposit," in the amount of **Five Hundred Dollars (\$500)**.

### 1. TERM OF OFFER (S)

This offer will remain open and will not be revoked by BUYER for the period commencing with delivery of the Bid Deposit to SELLER and ending on the earlier of:

- A. 30 days thereafter; or
- B. Receipt of written notice from the SELLER that the offer has been accepted or rejected.

Within 30 days after BUYER has paid the Bid Deposit, SELLER shall consider this offer and accept or reject it. SELLER's failure to consider the offer and accept or reject it within the 30-day period shall neither subject the SELLER to any liability, nor constitute an acceptance of the offer.

SELLER may accept this offer after expiration of such 30-day period, subject to BUYER's right to withdraw the offer as set forth in Clause 2 (REJECTION OR WITHDRAWAL OF OFFER).

BUYER acknowledges that no rights or interest in the Property are created by submission of this offer. This agreement is not binding upon SELLER until the offer is accepted in the manner prescribed herein and BUYER complies fully with each and every term and condition contained herein.

**2. REJECTION OR WITHDRAWAL OF OFFER (S)**

Should this offer be rejected, the Bid Deposit paid by BUYER shall be refunded.

Should SELLER fail to accept or reject this offer within the 30-day period specified in Clause 1 (TERM OF OFFER), BUYER may withdraw the offer by providing written notice to SELLER. In such event, the Bid Deposit paid by BUYER shall be refunded, provided BUYER withdraws the offer prior to SELLER's acceptance of the offer as set forth in Clause 1 (TERM OF OFFER).

**3. ESCROW (S)**

Escrow is not required on the sale of this land.

**4. DEPOSIT (S)**

The Bid Deposit paid by BUYER shall constitute a portion of the purchase price. The balance of the purchase price shall be paid by BUYER as provided in Clause 7 (Delivery of Documents and Funds).

**5. BUYER'S COST (S)**

Buyer shall pay the following costs in connection with the purchase:

- A. All costs associated with the survey and legal abandonment descriptions;
- B. Document transfer tax; and
- C. All other closing costs and recording fees applicable to this purchase, including, without limitation, preliminary change of ownership fees.

If all conditions of this offer are met by SELLER, but BUYER does not complete the purchase, BUYER will be responsible for payment of any fees.

**6. SELLER'S COST (S)**

All costs shall be borne by BUYER.

**7. DELIVERY OF DOCUMENTS AND FUNDS (S)**

SELLER shall deliver to BUYER a Quitclaim Deed, in the form attached hereto as **EXHIBIT B – QUITCLAIM DEED (Sample)**, and such other documents required to transfer title to the Property.

The balance of the purchase price shall be paid using the following method:



Full Cash Payment by Cash or Cashier's Check

Upon the BUYER's receipt of the Quitclaim Deed, BUYER shall pay the difference between the total purchase price and the totals sums already paid to the SELLER.

**8. TITLE (S)**

SELLER makes no warranties or representations whatsoever with regard to the quality of the title to the Property and shall provide no title insurance in this transaction. BUYER shall accept title to the Property "as is" subject to all matters affecting the Property whether recorded or unrecorded. Title to the Property shall be conveyed through a Quitclaim Deed.

**9. VESTING (S)**

Title to the Property to be conveyed pursuant to this agreement shall be vested as set forth by BUYER below:

**Frank J. Aguilera and Claude M. Aguilera as Trustees of the Aguilera Family Trust  
Dated January 18, 2006**

THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. GIVE THIS MATTER SERIOUS CONSIDERATION.

**10. PRORATIONS (S)**

There shall be no prorations made in connection with this purchase.

**11. TAXES (S)**

THE PROPERTY WILL BE REASSESSED UPON CHANGE OF OWNERSHIP. THIS WILL AFFECT THE AMOUNT OF PROPERTY TAXES. After any lot line adjustment, A Supplemental Tax Bill will be issued which shall be the responsibility of the BUYER to pay.

**12. POSSESSION (S)**

Possession of the Property shall be delivered to BUYER after all funds are delivered.

**13. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES (S)**

BUYER acknowledges that SELLER has made no representations, warranties, or agreements as to any matters concerning this Property, including, but not limited to, land, topography, climate, air, water, water rights, utilities, present or future zoning, soil, sub-soil, hazardous substances, waste or materials, the purposes for which the Property is

suited, drainage, access to public roads, proposed routes or extensions of roads, the availability of government permits, or approvals of any kind.

BUYER represents and warrants to SELLER that BUYER and/or BUYER's representatives and employees have made or will make their own independent inspection and investigation of the Property.

#### **14. LIQUIDATED DAMAGES**

**IF BUYER FAILS TO PROCEED WITH THE PURCHASE HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM SELLER'S OBLIGATION TO SELL THE PROPERTY TO BUYER. BY INITIALING THIS PARAGRAPH, BUYER AND SELLER AGREE THAT, IN SUCH EVENT, SELLER SHALL RETAIN AS LIQUIDATED DAMAGES THE BID DEPOSIT PAID BY BUYER.**

BUYER'S Initials   *STCA*  

SELLER's Initials   *h*  

Failure to initial paragraph above renders this offer non-responsive and the offer will be returned to BUYER without consideration by SELLER.

#### **15. PERMITS AND LICENSES (S)**

BUYER shall be required to obtain any and all permits and/or licenses which may be required in connection with the purchase of the Property. No permit, approval, or consent given to BUYER by SELLER, in its governmental capacity, shall affect or limit BUYER's obligations hereunder. No approvals or consents given by SELLER, as a party to this agreement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, or regulations.

#### **16. ASSIGNMENT (S)**

This agreement shall not be sold, assigned, or otherwise transferred by BUYER without the prior written consent of the SELLER. Failure to obtain SELLER's written consent shall render such sale, assignment, or transfer void.

#### **17. SUCCESSORS IN INTEREST (S)**

Subject to restrictions in Clause 16 (ASSIGNMENT), this agreement shall inure to the benefit of, and be binding upon, BUYER and SELLER and their respective heirs, successors, and assigns.

## **18. PARTIAL INVALIDITY**

This agreement shall be governed by and construed according to the laws of the State of California. The invalidity of any provision in this agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

## **19. NOTICES**

All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth in this clause, or as the parties may hereafter designate by written notice, and shall be sent through the United States mail, duly registered or certified with postage prepaid. Any such mailing shall be deemed served or delivered 24 hours after mailing. Notwithstanding the above, SELLER may also provide notices, documents, correspondence, or such other communications to BUYER by personal delivery or by regular mail and, so given, shall be deemed to have been given upon receipt.

### **SELLER**

County of Monterey  
Resource Management Agency (RMA)  
Public Works – Facilities  
Real Property Specialist  
855 E. Laurel Drive, Building C  
Salinas, CA 93905  
Phone: (831) 755-4855  
Email: salcidog@co.monterey.ca.us  
Reference: Section T3 and T4, Hatton Fields

### **BUYER**

Frank J. Aguilera and  
Claude M. Aguilera, as Trustees  
of the Aguilera Family Trust  
Dated January 18, 2006  
  
950 Channing Avenue  
Palo Alto, CA 94301  
Phone: (650) 207-5479  
Email: frankaguilera@yahoo.com

## **20. TIME (S)**

Time is of the essence in the performance of BUYER's and SELLER's respective obligations contained in this agreement. Failure to comply with any time requirement contained herein shall constitute a material breach of the agreement.

## **21. AMENDMENTS (S)**

This agreement contains the sole and only agreement between BUYER and SELLER relating to this offer and agreement to purchase the property described herein. All negotiations and agreements between BUYER and SELLER are merged into this agreement. Any oral representations or modifications are of no force and effect unless contained in a subsequent instrument made in writing and signed by both BUYER and SELLER.

## 22. ATTACHMENTS (S)

This agreement includes the following, which are attached and made a part hereof:

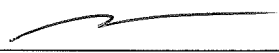
**EXHIBIT A – Hatton Fields – Lane T**

**EXHIBIT B – QUITCLAIM DEED (Sample)**

BUYER hereby submits this offer with full cognizance of the terms and conditions contained herein.

### **BUYER**

Frank J. Aguilera and Claude M. Aguilera as Trustees of the Aguilera Family Trust Dated January 18, 2006

  
\_\_\_\_\_  
Frank J. Aguilera, Co-Trustee

Date: 31 March 2016

  
\_\_\_\_\_  
Claude M. Aguilera, Co-Trustee

Date: March 31, 2016

APPROVED AS TO FORM:

Office of the County Counsel  
Charles J. McKee, County Counsel

By:   
\_\_\_\_\_  
Mary Grace Perry, Deputy County Counsel

Date: 4-8-16

### **SELLER**

County of Monterey

By:   
\_\_\_\_\_  
Michael R. Derr, Contracts/Purchasing Officer

Date: 7-6-16

# Hatton Fields - Lane T



WHEN RECORDED RETURN TO:

## EXHIBIT B

County of Monterey  
RMA-Public Works  
Attn: Real Property Specialist  
855 East Laurel Drive, Building C  
Salinas, CA 93905

Space above this line is for Recorder's use.

RMA-PW Lane \_\_\_\_\_, Section(s) \_\_\_\_\_, (*unincorporated area*), adjacent to APN(s) \_\_\_\_\_

### QUITCLAIM DEED (Sample)

For valuable consideration, receipt of which is hereby acknowledged, the **County of Monterey**, a political subdivision of the State of California hereby remises, releases, and quitclaims to \_\_\_\_\_ and/or their successors and assigns, all its right, title, responsibility (including land, drainage and tree maintenance responsibility), and interest in the real property located in the County of Monterey, California, and more particularly described in Exhibit "A"\* attached hereto and incorporated by this reference herein (the "Property"), subject to the reservation of existing easements for overhead and underground public utilities and drainage facilities, and private sewer drains located within the limits of the Property (including access to perform needed maintenance, repair or replacement). The Property shall also be subject to all local jurisdictions regulating land use, and health and safety codes.

This Quitclaim Deed is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form:

County of Monterey:

By: \_\_\_\_\_  
Mary Grace Perry, Deputy County Counsel

By: \_\_\_\_\_  
Michael R Derr, Contracts/Purchasing Officer

#### ACKNOWLEDGEMENT:

STATE OF CALIFORNIA )

)

COUNTY OF MONTEREY )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary Public, personally appeared \_\_\_\_\_, who proved to me on basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name: \_\_\_\_\_, Notary Public

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.

\* Exhibit "A" to be available after survey and legal description is completed and confirmed by all parties of the sale.