

Attachment D

AGREEMENT FOR PURCHASE OF REAL PROPERTY

This Agreement for Purchase of Real Property is between the County of Monterey, a political subdivision of the State of California (GRANTEE), and Jose Pantoja and Juana Gutierrez, Husband and Wife, As Community Property, With Right Survivorship, (GRANTORS).

The parties hereby agree as follows:

1. PROPERTY:

GRANTORS agree to sell, without warranty, express or implied and GRANTEE agrees to purchase certain land described in Exhibits "A" & "B" (attached and incorporated by this reference) being a portion of property in Monterey County located at 2173 San Miguel Canyon Road, Salinas, CA 93907, California, further identified as APN 127-361-013 for use by GRANTEE for the Prunedale Roundabout Project (the Project Property). GRANTORS agree to grant a partial fee interest on the terms and conditions set forth in this Agreement. The form of the Grant Deed is as depicted in Exhibit "A".

~~The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.~~

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

2. DELIVERY OF DOCUMENTS:

Concurrently with the execution of this Agreement, the Deed shall be executed and delivered by the Grantors to Christian Hill, Right-of-Way Agent for Monument, acting on behalf of the Grantee, for placement into escrow. Before the Deed can be placed into escrow, the purchase of the Project Property must be approved by the Monterey County Board of Supervisors. The Deed will be delivered in this manner solely for the convenience of the parties. The Grantee will not be deemed to have accepted delivery of the Deed until it is recorded in the Official Records of Monterey County, California, in accordance with written escrow instructions provided by both the Grantee and Grantors. The Temporary Construction Easement Deed will not be recorded but is required for the Project.

3. This transaction shall be handled through an escrow with Chicago Title Company, 50 Winham Street, Salinas California 93901. Within five (5) days after this Agreement is executed by the Grantee and Grantors, the Grantors shall complete, execute, and deliver to the Escrow Holder: (i) an affidavit certifying that the Grantors are not "foreign persons" within the meaning of Internal Revenue Code Section 1445(f)(3) and meeting the requirements of Section 1445(b)(2); (ii) an original Withholding Exemption Certificate (California Form 590 or 590-RE, as applicable), fully executed as required by the California Taxation and Revenue Code, certifying that the Grantors are not subject to tax withholding under applicable California law; and (iii)

register as a new vendor at the Monterey County website:
<http://www.in.co.monterey.ca.us/cao/vendorinfo.htm>.

4. PURCHASE PRICE AND TITLE:

The purchase price for the Partial Fee Interest is **THIRTY-TWO THOUSAND DOLLARS (\$32,000.00)**. GRANTEE shall deliver the purchase price into escrow promptly after delivery of the Grant Deed into escrow. GRANTORS shall, by Grant Deed, grant to GRANTEE the Project Property, free and clear of tax liens that would render the property unsuitable for their intended purposes.

Escrow agent shall deliver the purchase price to GRANTORS, less GRANTOR'S share of prorated taxes, if any, and any amounts necessary to place title in the condition required by this Agreement, when title to the Project Property vests in GRANTEE free and clear of all tax liens. GRANTORS shall provide good, marketable title to the portion of the property, subject to the Permitted Exceptions (Monterey County will take title subject to all exceptions other than tax liens) showing the partial fee interest vested in Grantee, subject only to the Permitted Exceptions. GRANTEE shall pay all costs of escrow and recording fees incurred in this transaction.

5. PRORATION OF TAXES:

GRANTORS authorize GRANTEE to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon which are to be cleared from the title to the Project Property.

6. CONDITION OF ESCROW:

As a condition to the close of escrow, GRANTEE shall receive title to the partial fee interest free and clear of all liens, claims, encumbrances, easements, encroachments by improvements on the Project Property, or rights of way of any sort except those accepted by GRANTEE in writing (see Escrow Instructions controlling this transaction).

7. POSSESSION:

Grantor acknowledges and agrees that Grantee, its authorized officers, employees, agents, and contractors, shall have the irrevocable right of possession and use of the Property including the right to remove and dispose of improvements and construct the Project commencing on the date the Purchase Price is deposited with Escrow Holder.

8. 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 partial fee area (Project Property) as described in the appraisal of the Project Property. GRANTEE shall provide Grantor and Grantors tenant a 30-day written notice prior to construction to allow for Grantors to relocate any improvements located within the Project Property.

9. 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.

10. GOVERNING LAW:

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

11. 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. GRANTORS are compelled to sell, and GRANTEE is compelled to acquire the Project Property. Both GRANTORS and GRANTEE recognize the expense, time, effort and risk to both GRANTORS and GRANTEE in resolving a dispute over compensation for the Project Property by eminent domain litigation; and, the compensation set forth herein is in compromise and settlement, in lieu of such litigation.

12. 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.

13. 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.

14. NOTICES:

All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested. Notice shall be considered given when mailed. Notices shall be addressed as shown below for each party.

To Grantors:

Jose Pantoja and
Juana Guiterrez
2173 San Miguel Canyon Rd.
Salinas, CA 93907

To Grantee:

County of Monterey
Randell Ishii
PWF Director
1441 Schilling Place
Salinas, CA 93901

15. 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.

(INTENTIONALLY LEFT BLANK)

AGREEMENTS FOR PURCHASE OF PROJECT PROPERTY ARE
CONTINGENT UPON THE APPROVAL OF THE COUNTY OF MONTEREY.

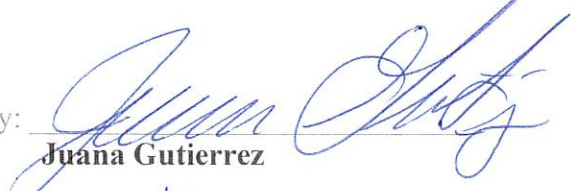
IN WITNESS WHEREOF, the parties have executed this Agreement the day and
year written below.

GRANTORS

**Jose Pantoja and Juana Gutierrez, Husband and Wife, As Community Property, With
Right Survivorship**

By: 
Jose Pantoja

Date: 11/28/20

By: 
Juana Gutierrez

Date: 11/28/20

GRANTEE

County of Monterey

By: _____
Randell Ishii
PWFP Director

Date: _____

APPROVED AS TO FORM:
County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

Date: _____

EXHIBT "A"
GRANT DEED

RECORDING REQUESTED BY
AND FOR THE BENEFIT OF
MONTEREY COUNTY
NO FEE DOCUMENT
Govt Code 27383

WHEN RECORDED MAIL TO

County Clerk - Monterey County
168 West Alisal Street, 1st Floor
Salinas, CA 93901

NO TRANSFER TAX DUE per R&T Code 11922
Grantee is a Government Agency

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

GRANT DEED
(Portion)

District	County	Postmile	Parcel Number
5	Monterey	MON 96.243	127-361-013

Jose Pantoja and Juana Gutierrez, Husband and Wife, As Community Property, With Right Survivorship ("Grantor") hereby grants to the County of Monterey, a political subdivision of the State of California ("Grantee") full fee title for public road purposes described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

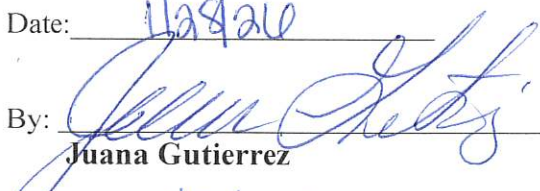
SEE ATTACHED LEGAL DESCRIPTION DESCRIBED IN EXHIBIT 'A'
AND DEPICTED IN THE CORRESPONDING PLAT MAP ATTACHED AS EXHIBIT 'B'

GRANTOR:

Jose Pantoja and Juana Gutierrez, Husband and Wife, As Community Property, With Right Survivorship

By: 
Jose Pantoja

Date: 11/28/20

By: 
Juana Gutierrez

Date: 11/28/20

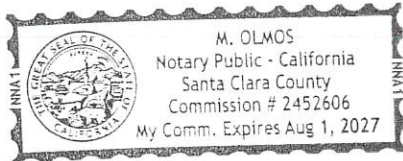
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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) M. Olmos, Notary Public
On 1/28/20 before me, _____
Date Here Insert Name and Title of the Officer
personally appeared Jose Pantoja and Juana Gutierrez
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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ 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: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the County of Monterey, a political subdivision of the State of California, Grantee herein, hereby accepts this Grant Deed referenced herein for public purposes, or interest therein, described in that Grant Deed from Jose Pantoja and Juana Gutierrez, Husband and Wife, As Community Property, With Right Survivorship, Grantor therein, and consents to the recordation thereof.

County of Monterey

By: _____
Randell Ishii
PWFP Director

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Job No.: 1479-0005-00

January 15, 2026

Being a portion of the land in the County of Monterey, State of California described in the Grant Deed recorded December 21, 2018 as Document No. 2018057657 in the Office of the County Recorder of said County lying southwesterly of the following described line:

COMMENCING at a found 2 inch brass disk with punch and illegible inscription in a monument well and accepted as being located on the control line labeled "S.M." of San Miguel Road and marking the beginning of a tangent curve to the right having a radius of 1500 feet, a central angle of 22° 53' 45" and an arc length of 599.41 feet at Station 40+56.82 B.C. of said control line, all according to the State of California, Department of Public Works, Division of Highways, Plan and Profile of a County Highway, Federal Aid Secondary Project V-MON-S-653(1), Sheet 5 of 21, on file in the Office of the County Surveyor, serial No. 9048, said Plan and Profile of a County Highway is referred to as "~~R1~~" herein, and from which a found 2 inch brass disk with punch and inscribed "County of Monterey California" in a monument well and accepted as marking Station 32+54.51 E.C. of said control line bears South 46° 27' 32" East, 802.22 feet, [Surveyor's Note: the bearing and distance between the above described said control line stations is South 48° 22' 35" East, 802.31 feet according to said R1], and from which a found 2 inch brass disk with punch and illegible inscription in a monument well and accepted as marking Station 46+56.23 P.C.C. of said control line bears North 35° 01' 13" West, 595.23 feet [Surveyor's Note: the calculated bearing and distance between the above described said control line stations is North 36° 55' 42" West, 595.43 feet according to said R1], thence South 72° 13' 23" East, 103.52 feet to a set 1" iron pipe and aluminum cap inscribed "LS 8298" on the easterly right of way of San Miguel Canyon Road as shown on said R1 and the **TRUE POINT OF BEGINNING**;

Thence leaving said easterly right of way North 35° 18' 51" West, 17.89 feet to a set 1" iron pipe and aluminum cap inscribed "LS 8298";

Thence North 42° 45' 07" West, 102.27 feet to a set 1" iron pipe and aluminum cap inscribed "LS 8298";

Thence North 29° 29' 47" West, 92.01 feet to a set 1" iron pipe and aluminum cap inscribed "LS 8298";

Thence North 27° 34' 42" West, 79.87 feet to a set 1" iron pipe and aluminum cap inscribed "LS 8298";

Thence North 40° 14' 50" West, 255.46 feet to a set 1" iron pipe and aluminum cap inscribed "LS 8298";

Thence South 63° 26' 40" West, 23.86 feet to a set 1" iron pipe and aluminum cap inscribed "LS 8298" on said easterly right of way being the **POINT OF TERMINUS**.

Containing 7,657 square feet more or less.

The above land is graphically shown on Exhibit "___", being 1 sheet, attached hereto and made a part hereof.

The horizontal datum for this survey is the North American Datum of 1983, National Adjustment of 2011, Epoch date of 2010.00, abbreviated NAD83(2011) Epoch 2010.00.

The projection used is the California Coordinate System of 1983 (CCS83), Zone 4 projection.

This survey tied to two (2) National Geodetic Survey (NGS) Continuously Operating Reference Stations (CORS). Those stations are the following NGS points with published coordinates and accuracy data based on NGS datasheets retrieved on August 7, 2023:

STATION	NORTHING (Y) sFT	EASTING (X) sFT	ELLIP (h) sFT	NETWORK ACCURACY ESTIMATES:				
				FGDC (95% conf, cm)		STANDARD DEVIATION (cm)		
				HORIZ	ELLIP	SD N	SD E	SD h
P210	2191599.28	5762118.28	11.63	0.15	0.46	0.07	0.05	0.24
P237	2123719.94	5861453.37	2336.40	0.18	0.60	0.08	0.07	0.31

The Combined Scale Factor for the project is 0.9999424756. This scale factor was calculated using an elevation of 179.58 feet at said **POINT OF COMMENCEMENT**. Divide the distances hereon, excluding those of said R1, by the Combined Scale Factor to obtain ground distances.

All measurements listed, shown and represented hereon are based on grid distances of the California Coordinate System of 1983 Zone 4 projection.

All distances shown are U.S. Survey Feet (sFT).

The Convergence Angle is: $-1^{\circ} 35' 38.23''$ calculated at said **POINT OF COMMENCEMENT** having the following coordinates:

NORTHING: 2188263.389 sFT
EASTING: 5779608.324 sFT
ELEVATION: 179.58 feet

End of Description



Clayton L Bradshaw, P.L.S. 8298

Date Signed: January 15, 2026

LEGEND



LEGAL DESCRIPTION AREA
7,657 SQUARE FEET ±

R1

STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAYS, PLAN AND PROFILE OF A COUNTY HIGHWAY, FEDERAL AID SECONDARY PROJECT V-MON-S-653(1), SHEET 5 OF 21, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, SERIAL NO. 9048.

CF

CALCULATED FROM

FOUND 2" BRASS DISK WITH PUNCH IN MONUMENT WELL AND ACCEPTED AS MARKING THE ALIGNMENT GEOMETRY OF THE "S.M." LINE SHOWN ON R1 AT THE R1 STATION AS SHOWN HEREON. THE BRASS DISKS ARE INSCRIBED AS SHOWN HEREON.



SET 1" IRON PIPE AND ALUMINUM CAP INSCRIBED "LS 8298"



APN 127-361-013
DOCUMENT NO.
2018057657

RANCHO BOLSA NUEVA
Y MORO COJO
LOT 3
(VOLUME 1 OF SURVEYS, PAGE 55)

APN 127-361-007
DOCUMENT NO. 2024005992

N 42° 45' 07" W 102.27'
TRUE POINT OF BEGINNING

S 72° 13' 23" E 103.52'
40+56.82 B.C.
INSCRIPTION
ILLEGIBLE

POINT OF COMMENCEMENT

32+54.51 E.C.
INSCRIPTION
ILLEGIBLE

46+56.23 P.C.C.
INSCRIBED "COUNTY OF MONTEREY
CALIFORNIA"

POINT OF TERMINUS

S 63° 26' 40" W 23.86'

APN 127-361-014
DOCUMENT NO.
2023042689

N 40° 14' 50" W 255.46'

N 35° 07' 13" W 595.23' TIE (N 36° 55' 42" W 595.43 CFR1)

(Δ=22° 53' 45" L=599.41' R=1500' R1)

SAN MIGUEL CANYON RD.

SET POINT IS
NOT INTENDED
TO MARK THE
COMMON LINE
OF DOCUMENT
NO. 2018057657
AND DOCUMENT
NO. 2024005992

PARCEL 2
(REEL 321, PAGE 56)
DOCUMENT NO. 19386

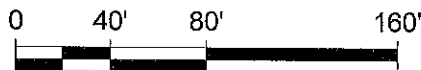
APN 129-083-031
PARCEL 1
(REEL 3514, PAGE 93)
DOCUMENT NO. 9725230

PORCION OF
RANCHO BOLSA NUEVA
Y MORO COJO

CASTROVILLE BLVD.

PORCION OF
RANCHO BOLSA NUEVA
Y MORO COJO

GRAPHIC SCALE



(IN FEET)

1 IN = 80 FT



EXHIBIT "B"

APN 127-361-013

COUNTY OF MONTEREY, CA

SHEET 1 OF 1 OF EXHIBIT " "

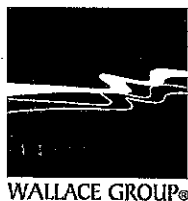
JOB No.: 1479-0005

DRAWING: 1479-0005-EXBT-LEGL

DRAWN BY: NS

DATE: 01/15/26

SCALE: 1" = 80'



612 CLARION COURT
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F 805 544-4294
www.wallacegroup.us

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