

Attachment C

Project: Davis Road Bridge Project
Grantors: The Brannan Family Trust 2/09/1993,
Timothy J. Dolan, Mardelle J. Dolan,
and Patrick J. Dolan
Parcel No.: 207-031-008

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 Donald J. Brannan, Sole Trustee under THE BRANNAN FAMILY TRUST, dated February 9, 1993, as to an undivided ½ interest; and Timothy J. Dolan and Mardelle J. Dolan, husband and wife, as community property with right of survivorship, as to an undivided ¼ interest; and Patrick J. Dolan, a married man, as his sole and separate property, as to an undivided ¼ interest; (GRANTORS).

The parties hereby agree as follows:

1. PROPERTY:

GRANTORS agree to sell and GRANTEE agrees to purchase certain land described in Exhibits "A" and "B" (attached and incorporated by this reference) being a portion of property in Monterey County located at the northwest corner of South Davis Road & Hitchcock Road, Salinas, California, further identified as APN 207-031-008 for use by GRANTEE on the Davis Road Bridge Project (the Project Property). GRANTORS agree to grant a Permanent Roadway Easement and a Permanent Utility Easement on the terms and conditions set forth in this Agreement. The form of the Permanent Easement Deeds are as depicted in Exhibits "A" and "B".

2. DELIVERY OF DOCUMENTS:

Concurrently with the execution of this Agreement, the Permanent Easement Deeds shall be executed and delivered by GRANTORS to Ramona R. Gomez, Acquisition Agent for Overland, Pacific & Cutler, LLC, acting for the GRANTEE for the purpose of placing the Permanent Easement Deeds into escrow. Prior to placing the Permanent Easements into escrow, the purchase of the Project Property must be approved by the Monterey County Board of Supervisors. The Permanent Easement Deeds shall not 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 Easement Deeds until such time as the Permanent Easement Deeds are recorded in the Official Records of Monterey County, California in accordance with written escrow instructions delivered to escrow by GRANTEE and GRANTOR. No Temporary Construction Easement is required for the project.

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 GRANTEE and GRANTORS, GRANTORS shall complete, execute and

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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) an original Withholding Exemption Certificate (California Form 590 or 590-RE, as applicable), fully executed by GRANTORS as required by the California Taxation and Revenue Code, certifying that GRANTORS are not subject to tax withholding under applicable California law, and (iii) register as a new vendor 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 Easements is EIGHTY THOUSAND SEVEN HUNDRED TWENTY-TWO AND .55/100 DOLLARS (\$80,722.55). GRANTEE shall deliver the purchase price into escrow promptly after delivery of the Permanent Roadway Easement Deed and Permanent Utility Easement Deed into escrow. GRANTORS shall, by Grant of Easements, grant to GRANTEE the Project Property, free and clear of tax liens that would render the Easement unsuitable for their intended purposes.

The purchase price includes \$6,159.80 as compensation necessary to clear title to the portion of your property to be acquired under the terms of the Ag Land Trust formerly known as Monterey County Agricultural and Historical Land Conservancy, Inc., Easement recorded April 27, 2001. GRANTORS acknowledge receiving a copy of the recorded easement.

Escrow agent shall deliver the entire Purchase Price without deductions to GRANTORS, less GRANTORS' share of prorated taxes, if any, when title to the Project Property vests in GRANTEE free and clear of all tax liens. Good, marketable title to the Permanent Easements, subject to the Permitted Exceptions (Monterey County will take title subject to all exceptions other than tax liens) showing the Permanent Easement interests to the Permanent Easements vested in Grantee, subject only to the Permitted Exceptions. GRANTEE shall pay all costs of escrow and recording fees incurred in this transaction.

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 right of way for the purpose of road improvements and bridge construction.

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.

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6. WARRANTY OF STATUS OF TITLE:

As a covenant that will survive the close of escrow, GRANTORS warrant that GRANTORS are 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 those accepted by GRANTEE in writing (see Escrow Instructions controlling this transaction).

7. EASEMENTS WARRANTY:

GRANTORS warrant 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.

8. LEASE WARRANTY:

GRANTORS warrant 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.

9. POSSESSION:

GRANTEE shall have the right of possession and use of the Permanent Easement area including the right to remove and dispose of improvements. Such possession shall commence at the time of close of escrow documented by Chicago Title Company.

10. IMPROVEMENTS PURCHASED AND COST TO CURE:

Payment in Clause 3 includes, but is not limited to, payment in full for all the land, real property interests, improvements, damages, severance, benefits, loss, replacement and moving of any improvements, that are considered to be part of the realty and are being acquired by the County in this transaction as conveyed by the Deed. Improvements include \$35,037.75 for irrigation relocation. 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 Easement areas (Project Property) as described in the appraisal of the Project Property.

11. WARRANTY AGAINST MATERIAL DEFECTS:

GRANTORS have no knowledge, actual or constructive, of any material defects in the Project Property.

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12. ADDITIONAL PROVISIONS:

GRANTEE hereby agrees that during the period of GRANTEE'S ownership, and the ownership of its successors in interest, of the subject property, there will be no car parking spaces or bus stops installed or placed along the frontage of the subject property, without the written permission and payment of consideration to GRANTORS.

13. 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.

14. GOVERNING LAW:

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

15. 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.

16. 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.

17. INDEMNITY

To the greatest extent permitted by law, GRANTEE will indemnify, defend, and hold GRANTORS harmless from and against any and all damage to the crops, livestock and other property of the GRANTORS and GRANTORS's lessee caused by the GRANTEE, its agents or employees, while performing construction work on said right of way or exercising the right of ingress thereto or egress therefrom, provided such damage is a result of the conduct by the GRANTEE, its agents, or employees, directly or indirectly arising

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out of or in connection with (a) the use of the Permanent Roadway Easement; (b) GRANTEE'S maintenance or repair of the improvements located within the Permanent Roadway Easement.

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

To Grantors:

Patrick J. Dolan
Timothy J. & Mardelle J. Dolan
Donald J. Brannan, Trustee
3040 Patricia Court
Santa Maria, CA 93455

To Grantee:

County of Monterey
Randell Ishii
PWFP DIRECTOR
1441 Schilling Place
Salinas, CA 93901

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.

**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

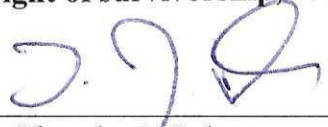
**Donald J. Brannan, Sole Trustee, under THE BRANNAN FAMILY TRUST, dated
February 9, 1993, as to an undivided ½ interest**

By: 
Donald J. Brannan, Sole Trustee

Date: 1-30-25

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Timothy J. Dolan and Mardelle J. Dolan, husband and wife, as community property with right of survivorship, as to an undivided 1/4 interest

By:  Date: 1-22-25
Timothy J. Dolan

By:  Date: 1-22-25
Mardelle J. Dolan

Patrick J. Dolan, a married man, as his sole and separate property, as to an undivided 1/4 interest

By:  Date: 1-22/25
Patrick J. Dolan

GRANTEE

County of Monterey

By: _____ Date: _____
Randell Ishii
PWFP DIRECTOR

APPROVED AS TO FORM:
Office of the County Counsel
Susan K. Blich, County Counsel

By:  Date: 4/24/2025 | 11:49 AM PDT
Mary Grace Perry
Deputy County Counsel

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EXHIBIT "A"
PERMANENT ROADWAY EASEMENT
Legal Description and Plat Map

Situate in Rancho Nacional, County of Monterey, State of California, and being described as follows:

A portion of that certain parcel described as Item 2 (2) in the Final Distribution of Estate of Peter M. Dolan dated February 11, 1983 and recorded February 14, 1983 in Reel 1611 of Official Records, at Page 484, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the most easterly corner of said Item 2 (2), said point a point on the southeasterly boundary of that certain 40.54 acre tract of land conveyed by James P. Dolan and Elva M. Dolan to Mary Elizabeth Dolan by deed dated February 16, 1929 and in Volume 179 of Official Records, at Page 419, Records of Monterey County, and from which a 4" x 4" post marked "MED, JPD" standing at the most easterly corner of said 40.54 acre tract bears N. 34°37' E., 391.5 feet distant, said point also being a point on the northwesterly line of Davis Road, a County Road; thence from said Point of Beginning and along the southeasterly boundary of said Item 2 (2) and said northwesterly road line


- 1) S. 36°12'26" W., 346.50 feet (S. 34°37' W., deed) to the most easterly corner of that certain 0.042 acre parcel of land conveyed by Peter M. Dolan and James P. Dolan to the County of Monterey by deed dated December 9, 1931 and recorded in Volume 322 of Official Records, at Page 129, Records of Monterey County, said point being the point of intersection of said northwesterly line of Davis Road and the northeasterly line of Hitchcock Road, a County Road; thence leaving said southeasterly boundary and said northwesterly road line and along said northeasterly line of Hitchcock Road
- 2) N. 74°34'09" W., 106.95 feet (N. 75°59' W., 106.83 feet, deed) to the most westerly corner of said 0.042 acre parcel; thence
- 3) N. 54°19'48" W., 746.38 feet; thence leaving said northeasterly road line
- 4) N. 35°40'12" E., 2.00 feet; thence
- 5) S. 56°43'30" E., 837.73 feet; thence
- 1) N. 36°16'55" E., 346.59 feet to a point on the northeasterly boundary of the aforesaid Item 2 (2); thence along said northeasterly boundary
- 2) S. 53°45'34" E., 9.27 feet (S. 55°21' E., deed) to the Point of Beginning.

CONTAINING an area of 0.416 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°36'37". To obtain ground level distances, multiply the distances shown by 1.0000592.

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The above described parcel is shown on the plat attached hereto and made a part hereof.

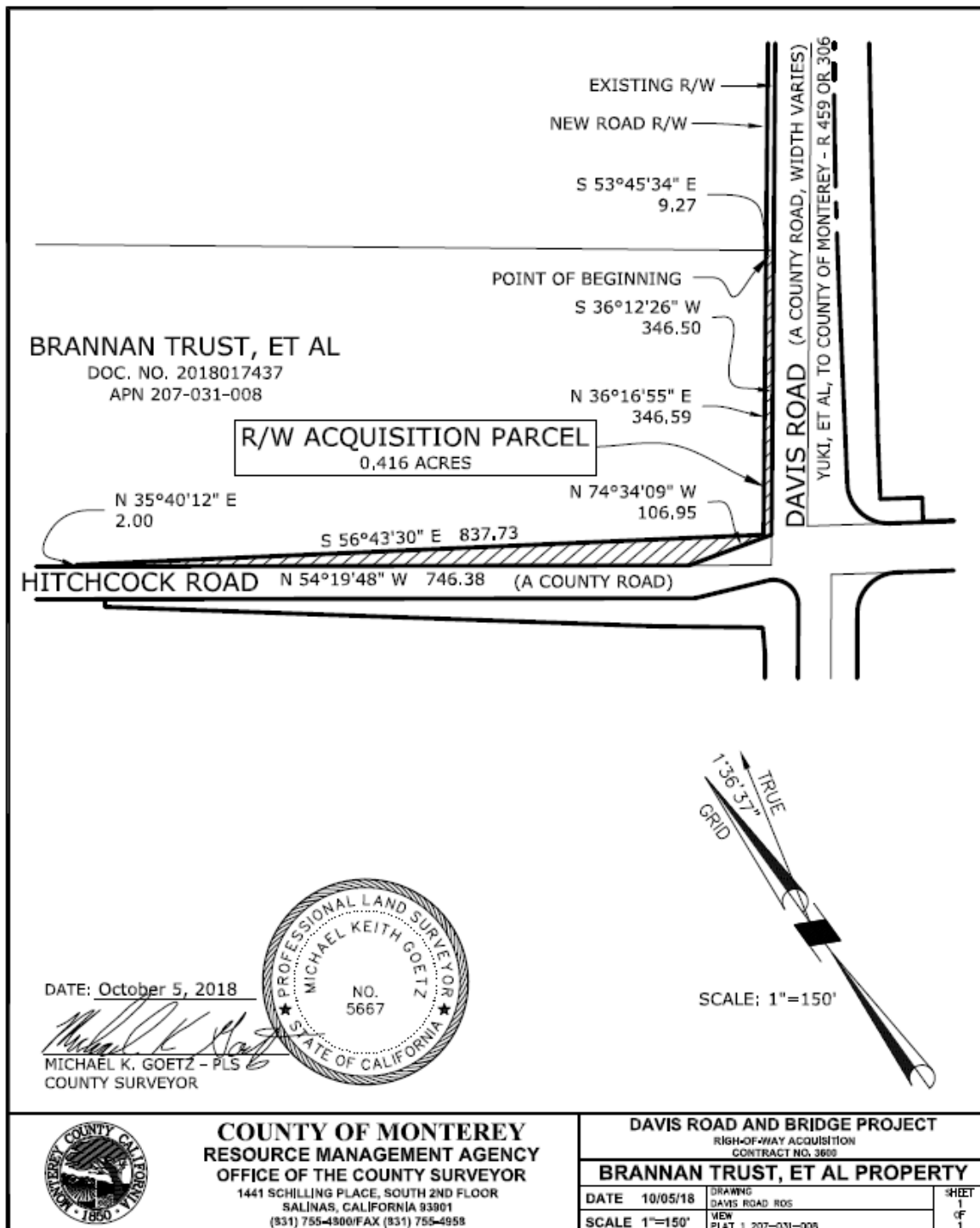


Michael K. Goetz – PLS 5667
County Surveyor
Monterey County, California

October 5, 2018



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EXHIBIT "B"
LEGAL DESCRIPTION
NEW 22' PG&E ELECTRIC TRANSMISSION EASEMENT

Situate in Rancho Nacional, County of Monterey, State of California, and being described as follows:

A portion of that certain parcel described as Item 2, No. 2 in the Final Distribution of Estate of Peter M. Dolan dated February 11, 1983 and recorded February 14, 1983 in Reel 1611 of Official Records, at Page 484, Records of Monterey County, California, said portion being more particularly described as follows:

A strip of land 22 feet wide lying 12 feet northwesterly and 10 feet southeasterly of and contiguous to the following described line, said line being the future northwesterly right-of-way line of Davis Road, said line being more particularly described as follows:

Beginning at point on the northeasterly boundary of said Item 2, No. 2 from which the most easterly corner of said Item 2, No. 2 bears S. 53°45'34" E., 11.57 feet distant;
thence from said Point of Beginning

- 1) S. 36°19'59" W., 346.72 feet; thence
- 2) S. 32°04'02" W., 4.36 feet to a point on the northeasterly boundary of that certain 0.042 acre parcel of land conveyed by Peter M. Dolan and James P. Dolan to the County of Monterey by deed dated December 9, 1931 and recorded in Volume 322 of Official Records, at Page 129, Records of Monterey County, from which the most easterly corner of said 0.042 acre parcel bears S. 74°34'09" E., 12.85 feet distant, and end of described line.


The above described easement is intended to replace and supersede that certain 22' wide Electric Transmission Easement conveyed from Peter M. Dolan, et ux, to Pacific Gas and Electric Company by deed dated April 19, 1956, and recorded June 26, 1956 in Volume 1717 of Official Records, at Page 451, Records of Monterey County.

CONTAINING an area of 0.178 acres of land, more or less, of which 0.080 acres, more or less, are within the future widening of Davis Road.

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°36'37". To obtain ground level distances, multiply the distances shown by 1.0000592.

The above described parcel is shown on the plat attached hereto and made a part hereof.

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

June 27, 2019



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