

# Attachment C

Project: Davis Road Bridge Project  
Grantors: The Platinum Partnership, LP, et al  
Parcel No.: 207-051-003

## **AGREEMENT FOR PURCHASE OF REAL PROPERTY**

This Agreement for Purchase of Real Property (“Agreement”) is dated as of \_\_\_\_\_, 2026 (the “Effective Date”) and is entered into by and between the County of Monterey, a political subdivision of the State of California (“GRANTEE”), and The Platinum Partnership, LP, a California limited partnership; The Silver Partnership, LP, a California Limited Partnership; and Benjamin Rush Bingaman, III, Trustee of the 2004 BINGAMAN REVOCABLE TRUST U/D/T dated April 19, 2004 (collectively, “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) for use by GRANTEE on the Davis Road Bridge Project (the “Project Property”), such Project Property being a portion of property in the County of Monterey located at 143 Foster Road, Salinas, California, further identified as APN 207-051-003 (the “Grantors’ Property”). GRANTORS agree to grant a fee interest in the Project Property on the terms and conditions set forth in this Agreement. The consummation of the purchase and sale contemplated by this Agreement, the close of escrow, recording of the Grant Deed, delivery of the purchase price to GRANTORS, and the delivery of possession of the Project Property to GRANTEE (the “Closing”) shall occur on a mutually acceptable date to GRANTEE and GRANTORS, but in no event later than \_\_\_\_\_, 2026 (the “Closing Date”).

#### **2. DELIVERY OF DOCUMENTS:**

On or before the business day prior to the Closing Date, (i) GRANTORS shall execute, notarize and deliver a Grant Deed in Escrow Holder’s standard form to Escrow Holder (as defined below) and (ii) GRANTEE shall execute and deliver to Escrow Holder (as hereinafter defined) a certificate of compliance, in a form reasonably acceptable to GRANTORS, confirming that the portion of the Grantors’ Property which remains after conveyance of the Project Property is a legal parcel of record (“Certificate”). The Grant Deed and Certificate shall be recorded in the Official Records of the Monterey County Recorder, County of Monterey, California in accordance with written escrow instructions delivered to Escrow Holder by GRANTEE and GRANTORS. GRANTEE shall not be deemed to have accepted delivery of the Grant Deed until such time as the Grant Deed is recorded in the Official Records of the Monterey County Recorder, County of Monterey, California in accordance with written escrow instructions delivered to escrow by GRANTEE and GRANTORS.

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This transaction shall be handled through an escrow with Chicago Title Company, 50 Winham Street, Salinas, California 93901 (“Escrow Holder”). On or before the business day prior to the Closing Date, GRANTORS shall (i) complete, execute and deliver to Escrow Holder 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) complete, execute and deliver to Escrow Holder 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: <https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/contracts-purchasing/vendor-registration>.

**3. PURCHASE PRICE AND TITLE:**

The purchase price for the Project Property is FIVE HUNDRED THIRTY – TWO THOUSAND AND NO/100 DOLLARS (\$532,000.00). Within two (2) days following the Effective Date, GRANTEE shall deliver the purchase price into escrow with Escrow Holder.

On the Closing Date, Escrow Holder shall deliver the purchase price to GRANTORS, less GRANTORS’ share of prorated real property taxes, if any. GRANTEE shall pay all costs of escrow and recording fees incurred in this transaction.

The purchase price, net of GRANTORS’ share of prorated real property taxes, if any, shall be paid to the following GRANTORS in the following percentages:

17.88%	The Platinum Partnership, LP
50.00%	The Silver Partnership, LP
32.12%	Benjamin Rush Bingaman, III, Trustee of the 2004 Bingaman Revocable Trust U/D/T dated April 19, 2004

**4. AS-IS:**

THE SALE OF THE PROJECT PROPERTY HEREUNDER IS AND WILL BE MADE ON AN “AS IS, WHERE IS” BASIS. GRANTORS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH

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RESPECT TO THE PROJECT PROPERTY OR ANY OTHER MATTER WHATSOEVER.

**5. RELEASE:**

From and after the closing, GRANTEE hereby waives, releases, remises, acquits and forever discharges GRANTORS, and their respective members, managers, partners, employees, agents, trustees, beneficiaries, heirs, successors, personal representatives and assigns, from any and all suits, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorneys' fees and expenses of whatever kind and nature, in law or in equity, known or unknown, which GRANTEE ever had, now has, hereafter can, shall or may have or acquire or possess (collectively "Claim(s)") arising out of or in any way connected with (i) GRANTORS' use, maintenance, and development of the Project Property prior to closing, or (ii) the condition, status, quality, nature, contamination or environmental state of the Project Property.

It is the intention of this Agreement that any and all responsibilities and obligations of GRANTORS, and any and all rights or Claims of GRANTEE, its successors and assigns and affiliated entities, arising by virtue of the physical or environmental condition of the Project Property are by this release provision declared null and void and of no present or future effect as to such parties. As to those matters covered by GRANTEE'S release under this Section 5, GRANTEE hereby waives the benefits of Section 1542 of the Civil Code of the State of California, which provides as follows: "**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**"

**6. POSSESSION:**

From and after the Closing, GRANTEE shall have the right of possession and use of the Project Property including the right to remove and dispose of improvements.

**7. COMPENSATION INCLUDED IN PURCHASE PRICE:**

Except as may be otherwise provided herein, the purchase price of FIVE HUNDRED THIRTY – TWO THOUSAND AND NO/100 DOLLARS (\$532,000.00) for the Project Property includes compensation for all the land, related real property interests, and improvements situated within the Project Property being conveyed pursuant to this Agreement, together with compensation for any damages, expenses, or losses resulting from such conveyance or the severance of the Project Property from the portion of the Grantors' Property which remains after conveyance of the Project Property. Of the FIVE

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HUNDRED THIRTY – TWO THOUSAND AND NO/100 DOLLARS (\$532,000.00) purchase price, THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) is being paid as compensation to GRANTORS for the expense of installing and maintaining a berm to contain pesticide overspray for the protection of a certified organic farming operation conducted on the portion of the Grantors' Property which remains after conveyance of the Project Property.

**8. 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.

**9. GOVERNING LAW:**

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

**10. PUBLIC PURPOSE:**

GRANTEE requires the Project Property for a public use. GRANTEE may acquire the Project Property through the exercise of the power of eminent domain. 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.

**11. 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.

**12. 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.

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**13. 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:**

The Platinum Partnership, LP  
The Silver Partnership, LP  
The 2004 Bingaman Revoc. Trust  
c/o Ben Bingaman, III  
P. O. Box 6111  
Salinas, CA 93908-6111

**To Grantee:**

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

**14. 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.

*[Signatures appear on following page.]*

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

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

**GRANTORS**

**The Platinum Partnership, LP, a California limited partnership**

By: *Ann G. Bingaman* Date: 2/11/26

Name: Ann G. BINGAMAN

Title: General Partner

**The Silver Partnership, LP, a California Limited Partnership**

By: *Ann G. Bingaman* Date: 2/11/26

Name: Ann G. BINGAMAN

Title: General Partner

**Benjamin Rush Bingaman, III, Trustee of the 2004 BINGAMAN REVOCABLE TRUST U/D/T dated April 19, 2004**

By: *Benjamin Rush Bingaman, III, Trustee* Date: 2/11/2026  
Benjamin Rush Bingaman, III, Trustee

**GRANTEE**

**County of Monterey**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Randell Ishii  
PWFP DIRECTOR

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

By: *Mary Grace Perry* Date: 3/5/2026 | 11:46 AM PST  
Signed by: Mary Grace Perry  
76A18B9BA72D498...  
Mary Grace Perry  
Deputy County Counsel

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PROJECT PROPERTY**

That certain real property situated in Rancho Nacional, County of Monterey, State of California, and being a portion of that certain parcel of land designated "Parcel D" as quitclaimed from Benjamin Rush Bingaman, Sr., et al, to The Platinum Partnership, LP, a California limited partnership, by quitclaim deed dated November 11, 1992, and recorded December 28, 1992 in Reel 2890 of Official Records, at Page 168, Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at the most southerly corner of said Parcel D, said corner being on the line common to Rancho El Toro and Rancho Nacional, said common line also being the most northerly line of that certain "New Parcel "A" 45.97 Acres," as said parcel is shown and so designated on that certain map filed for record November 3, 1987 in Volume 15 of Surveys, at Page 62, Records of Monterey County; thence from said Point of Beginning and along said common line being also the southerly line of said Parcel D

- 1) N. 77°21'04" W., 983.15 feet (map N. 78°53'51" W.) to a point marked by a 1" diameter iron pipe with plastic plug marked "County Surveyor Monterey;" thence leaving said southerly line and said common line
- 2) S. 89°23'00" E., 1076.21 feet to a point on the southeasterly line of said Parcel D marked by a 1" diameter iron pipe with plastic plug marked "County Surveyor Monterey;" thence along said southeasterly line
- 3) S. 29°50'32" W., 234.84 feet to the Point of Beginning.

CONTAINING an area of 2.532 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°35'58". 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.**



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



October 21, 2024

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**EXHIBIT "B"**  
**PLAT MAP**  
**APN: 207-051-003**

