

Attachment A

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PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY AND JOINT ESCROW
INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY (“**Agreement**”) is dated as of the last date opposite the respective signatures below (the “**Effective Date**”) by and between CALIFORNIA-AMERICAN WATER COMPANY, a California corporation (“**Seller**”) and County of Monterey, a political subdivision of the State of California (“**Buyer**”). Seller and Buyer may each sometimes be referred to herein individually as a “**Party**” and collectively as the “**Parties**”. In consideration of the respective agreements set forth below, the Parties hereto hereby agree as follows:

1. **Property.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, that certain real property in the unincorporated County of Monterey State of California, also referred to as Assessor’s Parcel Number (“APN”) 103-181-002, approximately 12,371 square feet in size, commonly known as “End of Jack’s Peak Park Road” and as more particularly described in Exhibit A attached hereto, together with all rights, privileges and easements appurtenant thereto and any improvements thereon (the “**Property**”).

2. **Opening of Escrow.** Concurrently with the execution and delivery of this Agreement by Buyer and Seller, Buyer shall, at Buyer’s sole cost and expense, establish an escrow in connection herewith (the “**Escrow**”) with Chicago Title Insurance Company, or other escrow holder as agreed to in writing by the parties (“**Escrow Holder**”). Escrow Holder shall administer the Escrow in accordance with this Agreement and any additional joint escrow instructions executed with Escrow Holder by Buyer and Seller (the “**Supplemental Escrow Instructions**”). In the event of any conflict between the provisions of this Agreement and any Supplemental Escrow Instructions signed by Buyer and Seller, the terms of this Agreement shall control.

3. **Purchase Price.** The purchase price of the Property is Twenty-Five Thousand Dollars and No Cents (\$25,000.00) (“**Purchase Price**”), subject to the prorations and adjustments provided herein. The Purchase Price shall be paid as follows:

(a) [Reserved].

(b) Five (5) business day(s) prior to the Closing Date, if this Agreement has not been earlier terminated, Buyer shall deposit into Escrow cash or other immediately available funds in the amount of the balance of the Purchase Price, adjusted for the prorations and any other Closing costs as provided in this Agreement.

4. **Closing.** The Closing (defined below) shall take place on or before the date that is sixty (60) days after the Effective Date (the “**Closing Date**”) unless a different date is agreed to by the Parties in writing. At the Closing, Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged Grant Deed substantially in the form attached hereto as Exhibit B (the “**Grant Deed**”). Upon receipt of written confirmation from both Buyer and Seller that all conditions set forth in this Agreement have been satisfied, Escrow Holder shall close Escrow, disburse the Purchase Price to Seller, and record the Grant Deed evidencing the transfer of the Property from Seller to Buyer in the Official Records of the County of Monterey in which the Property is located (“**Official Records**”). Escrow Holder shall deliver to each of Seller and Buyer a conformed copy of the recorded Grant Deed as soon as practicable after it is recorded in the Official Records. Escrow shall close upon the recordation of the Grant Deed in the Official Records (the “**Closing**”) of the County of Monterey.

(a) **Seller Deliveries.** At or before the Closing, Seller shall deliver to Escrow Holder, for delivery to Buyer upon the Closing, the following:

- i. The Grant Deed, duly executed and acknowledged by Seller;
- ii. an affidavit that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, duly executed by Seller, together with a California Form 593-C duly executed by Seller;
- iii. a closing statement in form and content satisfactory to Escrow Holder and Seller (the “**Closing Statement**”) duly executed by Seller;
- iv. such other instruments as are reasonably required by Escrow Holder or otherwise required to close the Escrow, including, without limitation, an owner’s affidavit and any “gap” indemnity as may be required by Escrow Holder; and
- v. such resolutions, authorizations, bylaws or other documents or agreements relating to Seller as shall be reasonably required by Escrow Holder.

(b) Buyer Deliveries. At or before the Closing, Buyer shall deliver to Escrow Holder, for delivery to Seller upon Closing, the following:

- i. the Closing Statement, duly executed by Buyer;
- ii. the balance of the Purchase Price;
- iii. such other instruments as are reasonably required by Escrow Holder or otherwise required to close the Escrow; and
- iv. such resolutions, authorizations, bylaws or other documents or agreements relating to Buyer and any members thereof as shall be reasonably required by Escrow Holder.

(c) Prorations.

- i. Real estate and personal property taxes and special assessments, if any, shall be prorated as of the Closing Date.
- ii. Seller shall pay all real estate and personal property taxes and special assessments attributable to the Property up to, but not including the Closing Date.

(d) Allocation of Closing Costs.

- i. Buyer shall pay recording fees for the recordation of the Grant Deed and all applicable documentary transfer taxes, deed stamps, etc.
- ii. Buyer shall pay the premiums to obtain any title policy or survey obtained pursuant to Section 6(c), below.
- iii. All remaining escrow fees shall be paid 50% by Buyer and 50% by Seller. Buyer and Seller shall each be responsible for their own other costs and charges related

to the transaction, this Agreement, and the transactions contemplated herein and not otherwise provided for in this Agreement, including, without limitation all their respective consulting, accounting, legal, and appraisal fees.

5. **Conditions to Close.** Seller's obligation to sell the Property to Buyer shall be subject to the following conditions precedent: (i) all of Buyer's representations and warranties shall be true, correct, and complete as of the Closing Date, (ii) Buyer shall have performed all of its obligations and covenants as provided in this Agreement, (iii) Seller shall have obtained any necessary regulatory notice or approval.

6. **Due Diligence.**

(a) **Due Diligence Period.** Buyer, at its sole cost and expense, shall have the period (the "**Due Diligence Period**") commencing on the Effective Date and ending at 5:00 P.M. PST on the date which is thirty (30) days following the Effective Date (the "**Due Diligence Deadline**") to make a thorough inspection and investigation of the Property (excluding invasive testing, unless Buyer has obtained Seller's advance written consent as to any such invasive testing), provided that Buyer employs its own experts for such purpose. The Due Diligence Period is for County to perform all reasonably prudent inspections and investigations and to approve or disapprove the condition of the Property. Buyer reserves the right to terminate this Agreement with written notice to Escrow Holder and Seller for any reason during the Assessment Period.

(b) **Access.** During the Due Diligence Period, Seller authorizes Buyer, its agents, employees, licensees, and contractors, to enter upon the Property for the purposes of making a physical inspection of the Property, provided that in exercising such privilege Buyer undertakes and agrees that it will not suffer or permit any lien for work done for the account or upon the authority of Buyer to remain undischarged in the event Buyer does not complete the purchase of the Property. Buyer shall provide Seller with at least 48-hours advance notice of any physical inspections.

(c) **Title and Survey.** During the Due Diligence Period, Buyer may, at Buyer's sole cost and expense, obtain a current preliminary title report and/or survey setting forth matters and exceptions affecting the title to the Property, including, but not limited to, any and all liens, mortgages, easements and other encumbrances, together with legible copies of any recorded documents relating to such matters ("**Title Report**"). Seller shall make reasonable efforts to cooperate with Escrow Holder and Buyer to address any title issues that would preclude Seller from conveying marketable title to the Property at Closing, including (i) cooperating with efforts to secure subordinations and/or consents from any lienholders with interests in the Property and (ii) cooperating with efforts to secure reconveyances and/or consents from any easement holders with interests in the Property. If Seller fails to or cannot cure any title exception prior to the Due Diligence Deadline, then Buyer may elect, in its sole discretion, by delivery of written notice to Seller and Escrow Holder, to either: (A) terminate this Agreement, in which case neither Seller nor Buyer shall have any further rights or obligations under this Agreement, or (B) waive its objection to that particular matter and proceed with Closing in accordance with this Agreement.

(d) **Indemnification; Restoration.** Buyer hereby agrees to repair and restore any damage to the Property resulting from any entry and inspection of the Property by Buyer, including any repairs to restore damage caused by any invasive testing upon the Property, and to indemnify, defend and hold harmless Seller and the Property, from and against any liabilities, claims, damages, losses, costs and/or expenses, including without limitation attorneys' fees and costs, arising from or related to the entry onto the Property by Buyer or its agents, employees, licensees or contractors; provided, however, Buyer shall have no liability associated with the mere discovery of existing conditions. This indemnity shall expire one (1) year following the completion of Buyer's physical inspections of the Property or termination of this Agreement, whichever is earlier.

(e) Insurance. During any entry upon the Property, Buyer shall maintain in force adequate commercial general liability insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) annual aggregate, naming Seller as an additional insured to protect Seller against claims which may occur as a result of any activity of Buyer or its agents, employees or contractors on the Property. Buyer shall provide Seller a certificate evidencing such coverage prior to any entry by Buyer or any of its agents, employees or contractors onto the Property.

7. **As-Is Transaction.**

(a) SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE PROPERTY OR ITS COMPLIANCE WITH APPLICABLE LAWS, INCLUDING WITHOUT LIMITATION ENVIRONMENTAL LAWS (as hereinafter defined) AND THE AMERICANS WITH DISABILITIES ACT, IS APPROPRIATE FOR BUYER'S PROPOSED USE, OR ANY OTHER MATTERS WHATSOEVER RELATED TO THE PROPERTY. BUYER IS NOT RELYING ON ANY STATEMENT OR REPRESENTATION OF SELLER, ITS AGENTS OR ITS REPRESENTATIVES, NOR ON ANY INFORMATION SUPPLIED BY SELLER, ITS AGENTS OR ITS REPRESENTATIVES.

(b) BUYER, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY RELEASES SELLER AND THEIR RESPECTIVE PARTNERS, EMPLOYEES, ATTORNEYS AND AGENTS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, "**RELEASEES**"), FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, SUITS, JUDGMENTS, LOSSES, COSTS, DAMAGES, INJURIES, PENALTIES, ENFORCEMENT ACTIONS, FINES, TAXES, REMEDIAL ACTIONS, REMOVAL AND DISPOSAL COSTS, INVESTIGATION AND REMEDIATION COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, LITIGATION, ARBITRATION AND ADMINISTRATIVE PROCEEDING COSTS), SUMS PAID IN SETTLEMENT OF CLAIMS, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, ARISING OUT OF, RELATED IN ANY WAY TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR SUSPECTED PRESENCE OF HAZARDOUS MATERIALS (as hereinafter defined) IN, ON, UNDER, OR ABOUT THE PROPERTY. FOR PURPOSES OF THIS AGREEMENT, "**HAZARDOUS MATERIAL(S)**" SHALL MEAN ANY CHEMICAL, SUBSTANCE, MATERIAL, CONTROLLED SUBSTANCE, OBJECT, CONDITION, WASTE, LIVING ORGANISMS OR COMBINATION THEREOF WHICH IS OR MAY BE HAZARDOUS TO HUMAN HEALTH OR SAFETY OR TO THE ENVIRONMENT DUE TO ITS RADIOACTIVITY, IGNITABILITY, CORROSIVITY, REACTIVITY, EXPLOSIVITY, TOXICITY, CARCINOGENICITY, MUTAGENICITY, PHYTOTOXICITY, INFECTIOUSNESS OR OTHER HARMFUL OR POTENTIALLY HARMFUL PROPERTIES OR EFFECTS, INCLUDING, WITHOUT LIMITATION, PETROLEUM HYDROCARBONS AND PETROLEUM PRODUCTS, LEAD, ASBESTOS, RADON, POLYCHLORINATED BIPHENYLS (PCBs) AND ALL OF THOSE CHEMICALS, SUBSTANCES, MATERIALS, CONTROLLED SUBSTANCES, OBJECTS, CONDITIONS, WASTES, LIVING ORGANISMS OR COMBINATIONS THEREOF WHICH ARE NOW OR BECOME IN THE FUTURE LISTED, DEFINED OR REGULATED IN ANY MANNER BY ANY FEDERAL, STATE OR LOCAL LAW BASED UPON, DIRECTLY OR INDIRECTLY, SUCH PROPERTIES OR EFFECTS. FOR PURPOSES OF THIS AGREEMENT, "**ENVIRONMENTAL LAWS**" MEANS ANY FEDERAL, STATE OR LOCAL STATUTE, REGULATION OR ORDINANCE OR ANY JUDICIAL OR ADMINISTRATIVE DECREE OR DECISION, WHETHER NOW EXISTING OR HEREAFTER ENACTED, PROMULGATED OR ISSUED, WITH RESPECT TO ANY HAZARDOUS MATERIALS, DRINKING WATER, GROUNDWATER, WETLANDS, LANDFILLS, OPEN DUMPS, STORAGE TANKS, UNDERGROUND STORAGE TANKS, SOLID WASTE, WASTE WATER, STORM WATER

RUNOFF, WASTE EMISSIONS OR WELLS, INCLUDED WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE CLEAN WATER ACT, AND THE CALIFORNIA HEALTH AND SAFETY CODE.

(c) In connection with Sections 7(a) and 7(b), above, and subject only to the limitations set forth therein, Buyer, on behalf of itself, its successors, assigns and successors-in-interest and such other persons and entities, waives, for the benefit of Seller, and all other Releasees, the benefit of California Civil Code § 1542, 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.”

8. **Buyer's Representations and Warranties.** As of the Effective Date and again as of Closing, Buyer represents and warrants to, and covenants with, Seller as follows:

(a) Buyer is a political subdivision of the State of California, duly organized, validly existing, and in good standing under the laws of the State of California and qualified to do business in California, with full power and authority to enter into and comply with the terms of this Agreement.

(b) This Agreement and all documents executed by Buyer which are to be delivered to Seller and Escrow Holder pursuant to this Agreement are or at the time of Closing will be duly authorized, executed and delivered by Buyer, and are or at the Closing will be legal, valid and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is subject.

(c) Buyer has neither filed or been the subject of any filing of a petition under any federal or state bankruptcy or insolvency laws, suffered the appointment of a receiver to take possession of all, or substantially all, of its assets, suffered the attachment or other judicial seizure of all, or substantially all, of its assets, admitted in writing its inability to pay its debts as they come due, nor made an offer of settlement, extension or composition to its creditors generally.

9. **Seller's Representations and Warranties.** As of the Effective Date and again as of Closing, Seller represents and warrants to, and covenants with, Buyer as follows:

(a) Seller is a California Corporation, validly existing, and in good standing under the laws of the State of California and qualified to do business in California, with full power and authority to enter into and comply with the terms of this Agreement.

(b) Seller warrants that Seller is the sole owner of the Property and holds fee title.

(c) To the best of Seller's knowledge, there is no pending litigation involving the Property other than the pending eminent domain action disclosed in section 14, below.

10. **Indemnity.** Buyer shall hold harmless, indemnify and defend Seller, its successors and assigns and their respective agents, employees, officers, trustees, members, managers, and partners, (collectively, the “**Seller Parties**”) from and against any and all obligations, liabilities, claims, liens or

encumbrances, demands, losses, damages, causes of action, judgments, costs and expenses asserted by third parties (including attorney's fees), whether direct, contingent or consequential ("**Losses and Liabilities**") arising from or related to matters arising or accruing with respect to the Property following the Closing, or any such Losses and Liabilities arising following the Closing with respect to the Property or the condition thereof or circumstances related thereto, including, without limitation, any Losses or Liabilities related to alleged construction or design defects.

11. **Notices.** All notices, demands, or requests made pursuant to, under, or by virtue of this Agreement must be in writing and shall be (a) personally delivered, (b) delivered by express mail, Federal Express, or other comparable overnight courier service, (c) delivered by email, provided a copy of the same is currently provided by one of the other methods provided for in this Section 10, or (d) mailed to the Party to which the notice, demand, or request is being made by certified or registered mail, postage prepaid, return receipt requested, as follows:

To Seller: California-American Water Company
555 Montgomery Street, Suite 816
San Francisco, CA 94111
Attn: Aiko Yamakawa, Esq.
Telephone: (415) 293-3026
Email: aiko.yamakawa@amwater.com

With a copy to: Nossaman, LLP
18101 Von Karman, Suite 1800
Irvine, California 92612
Attn: Brad B. Kuhn, Esq.
Telephone: (949) 477-7651
Email: bkuhn@nossaman.com

To Buyer: County of Monterey
1441 Schilling Place
Salinas, CA 93901
Attn: George K. Salcido Real Property
Specialist
Telephone: 831-755-4859
Email: salcidog@countyofmonterey.gov

12. **Brokers' Commissions.** Buyer and Seller each acknowledge that CBRE, Inc. ("**Broker**") is acting as a dual agent and represents both Buyer and Seller in this transaction. Buyer and Seller each represent and warrant that neither party has dealt with any other broker, salesman, finder, or consultant,

other than Broker, with respect to this Agreement or the transactions contemplated hereby. Buyer shall be solely responsible for paying the fees and commissions owed to Broker pursuant to a separate written agreement between Buyer and Broker. Buyer and Seller will indemnify, defend and hold the other free and harmless from the claims of any other broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented Seller or Buyer, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property. This mutual indemnity shall survive Closing and any termination of this Agreement.

13. **Assignment.** This Agreement may only be assigned by Buyer to an entity which is controlled by, controls, or is under common control with Buyer, provided that Buyer will continue to remain primarily liable under this Agreement notwithstanding any such assignment. Buyer shall provide reasonable evidence to Seller that the proposed assignee is such an entity prior to any such assignment. Any assignment by Buyer shall be subject to the condition that such affiliate assignee assume the obligations of Buyer hereunder with respect to the Property pursuant to an assignment and assumption agreement in a form reasonably acceptable to Seller.

14. **Pending Condemnation.** The Property (along with a number of other assets of Seller ~~Buyer~~), is subject to a pending eminent domain action brought by the Monterey Peninsula Water Management District which seeks to acquire the Property. The pending action is titled Monterey Peninsula Water Management District v. California-American Water Company, Monterey County Superior Court, Case No. 23CV004102, filed December 18, 2023 ("Action"). Upon close of escrow for the Property which is the subject of this Agreement, Seller hereby assigns any and all rights in the Action -- solely as it relates to the Property -- to Buyer.

15. **Miscellaneous.**

(a) **Amendments.** This Agreement may be amended only by written agreement signed by both Buyer and Seller.

(b) **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California, without reference to its choice of law provisions.

(c) **Attorneys' Fees and Costs.** In any action between the Parties seeking the enforcement of any of the terms or conditions of this Agreement or in connection with the Property, the prevailing Party in such action shall be awarded, in addition to any damages or equitable relief, its reasonable attorneys' fees and costs.

(d) **Prior Agreements.** This Agreement supersedes any and all oral or written agreements between the Parties regarding the Property which are prior in time to this Agreement. This Agreement contains the entire agreement between Buyer and Seller as to the subject matter hereof. Neither Buyer nor Seller shall be bound by any prior understanding, agreement, promise, representation or stipulation, express or implied, not specified herein.

(e) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

(f) **Severability.** If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

(g) **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to confer any third-party benefit on any other person not a party hereto, including, but not limited to, any broker, with respect to this Agreement.

(h) **Construction of Agreement.** The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against either of the Parties. As used in this Agreement, the term “Seller” shall include the respective successors and assigns of Seller, and the term “Buyer” shall include the successors and permitted assigns of Buyer.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement with the same effect as if all Parties had signed the same signature page. Executed counterparts delivered by email/PDF, or DocuSign shall have the same force and effect as wet-signed original counterparts.

(j) **Authority and Execution.** This Agreement is valid only upon the approval of each party’s Governing Board and thereafter, when executed by both Parties. This Agreement constitutes the complete understanding and mutual written agreement of the Parties hereto. No oral representations shall vary the terms nor be binding regarding this Agreement. The individuals executing this Agreement, and any other related written documentation, certify that they have authority to bind their respective entities.

(k) **Confidentiality.** Except as otherwise required by law, or by any regulations governing Seller as a regulated public utility, Seller and Buyer agree to keep all oral and written communications regarding Buyer’s prospective interest in the Property strictly confidential. Except as otherwise required by law, or by any regulations governing Seller as a regulated public utility, Seller shall only contact those individuals necessary to respond to this Agreement and shall in no way announce any interest by Buyer to any other individuals without first obtaining prior written approval from Buyer. Buyer agrees to abide by the same terms of the Seller.

(l) **Consent to use Electronic Signatures.** The Parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the Parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

Seller:

California-American Water Company,
a California corporation

Name: _____

By: _____

Title: _____

Date: _____

Buyer:

County of Monterey,
a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:
Office of the County Counsel
Susan K. Blitch, County Counsel

By: _____

Name: Mary Grace Perry
Title: Deputy County Counsel

Date: _____

Approved as to indemnification/insurance
provisions:
Office of the County Counsel
Risk Management Division
Susan K. Blitch, County Counsel

By: _____

Name: David Bolton
Title: Risk Manager

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

APN: 103-181-002

Certain real property situate in Rancho Aguajito, County of Monterey, State of California, particularly described as follows:

Beginning at a point on the easterly line of Lot 14, Los Ranchitos de Aguajito, said point being more particularly S. 13 ° 17' W., 30.00 feet from a 3" x 3" stake marked W-11, as said easterly line of said Lot and said stake are shown on that certain map entitled "Licensed Surveyor's Map of Lot 14 of Los Ranchitos de Aguajito," filed on January 15, 1930, with the Recorder of Monterey County, California, in Volume 3 of Surveys at page 130; thence, following said easterly line of Lot 14, said line being also the easterly line of that certain 55.00 acre tract of land conveyed from William Wilberforce Williams et ux, to George Dutton et ux, by a deed dated April 17, 1953, and recorded June 9, 1953, in Volume 1460, Official Records of Monterey County, California, at Page 377,

- (1) S. 13 ° 17' W., 125.00 feet; thence, leaving said line
- (2) N. 76 ° 43' W., 100.00 feet; thence
- (3) N. 13 ° 17' E., 125.00 feet; thence
- (4) S. 76 ° 43' E., 100.00 feet, to the point of beginning, and being a portion of said Lot 14 and of said 55.00 acre tract of land for use as a tank sit

**EXHIBIT “B”
GRANT DEED**

**Recording Requested by and
When Recorded, Return to**

County of Monterey
Attn: PWFP-Real Property Specialist
1441 Schilling Place, S. Bldg.,
2nd Floor, Salinas, California 93901

Space above this line for Recorder’s use

No Documentary Transfer Tax Required (Revenue & Taxation Code § 11922)

Grantee is a Political Subdivision of the State of California

No Recording Fee Required (Government Code § 27383)

Survey Monument Preservation Fee \$0.00 (Government Code § 27384) (Lot, block, and/or tract referenced)

APN: 103-181-002

GRANT DEED

The California-American Water Company, a California corporation (hereinafter referred to as “**Grantor**”), does hereby remise, release and forever convey “as is” to the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “**Grantee**”), all its rights, title and interest in the real property (hereinafter referred to as the “**Property**”) situated in the unincorporated area of the County of Monterey, State of California, described as follows:

The legal description of the Property is attached as **Exhibit A** and incorporated by this reference.

TOGETHER with the tenements, hereditaments, appurtenances thereunto belonging or appertaining, and the revision and revisions, remaining and remainder, rents, issues, and profits thereof.

TOGETHER with all of Grantor’s interest in and to oil, gas, geothermal, water and mineral rights, wells, riparian water rights appurtenant to said real property described on Exhibit “A” attached hereto, and all of Grantor’s interest in any streets, alleys, public ways or railroad rights of way, and to any land lying in any body of water, waterway or public street, public road or public avenue in front of, adjacent to, or adjoining the land.

TO HAVE AND TO HOLD the said premises, together with the appurtenance, unto Grantee, and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this Grant Deed to be executed as of the date opposite the signature below.

GRANTOR:

California-American Water Company,
a California Corporation

By: _____

Name: _____

Title: _____

Date: _____

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.

[illegible]

On _____ before me, _____,

a Notary Public, personally appeared _____, 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

(Seal)

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2025, from **California-American Water Company**, a California corporation, to the **County of Monterey**, a political subdivision of the State of California, is hereby accepted, and the County of Monterey consents to recordation thereof by its duly authorized officer pursuant to Board of Supervisors Resolution No. 75-39, passed and adopted on February 4, 1975.

GRANTEE

County of Monterey,
a political subdivision of the State of California

Name: Randell Y. Ishii, MS, PE, TE, PTOE
Title: Director of Public Works, Facilities, and Parks

Dated: _____

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

By: _____
Name: Mary Grace Perry
Title: Deputy County Counsel

Date: _____

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.

[illegible]

On _____ before me, _____,

a Notary Public, personally appeared _____, 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

(Seal)

Exhibit A

Page 1 of 1

LEGAL DESCRIPTION

APN: 103-181-002

Certain real property situate in Rancho Aguajito, County of Monterey, State of California, particularly described as follows:

Beginning at a point on the easterly line of Lot 14, Los Ranchitos de Aguajito, said point being more particularly S. 13 ° 17' W., 30.00 feet from a 3" x 3" stake marked W-11, as said easterly line of said Lot and said stake are shown on that certain map entitled "Licensed Surveyor's Map of Lot 14 of Los Ranchitos de Aguajito," filed on January 15, 1930, with the Recorder of Monterey County, California, in Volume 3 of Surveys at page 130; thence, following said easterly line of Lot 14, said line being also the easterly line of that certain 55.00 acre tract of land conveyed from William Wilberforce Williams et ux, to George Dutton et ux, by a deed dated April 17, 1953, and recorded June 9, 1953, in Volume 1460, Official Records of Monterey County, California, at Page 377,

- (1) S. 13 ° 17' W., 125.00 feet; thence, leaving said line
- (2) N. 76 ° 43' W., 100.00 feet; thence
- (3) N. 13 ° 17' E., 125.00 feet; thence
- (4) S. 76 ° 43' E., 100.00 feet, to the point of beginning, and being a portion of said Lot 14 and of said 55.00 acre tract of land for use as a tank site.