

Recording requested by:  
Hamner, Jewell & Associates  
Government Real Estate Services

When recorded, mail to:  
City of Salinas  
Attn: City Clerk  
200 Lincoln Ave.  
Salinas, CA 93901

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency  
No fee pursuant to Government Code § 6103  
No Documentary Transfer Tax per R&T Code § 11922  
No Recording Fee per Government Code § 27383

**GRANT DEED**  
(To the City of Salinas)

APN: 153-011-064

For a valuable consideration, receipt of which is hereby acknowledged,

Thomas A. Bengard, a married man, as his sole and separate property, who acquired title as an unmarried man, as to an undivided 16% interest; Bardin E. Bengard, a married man, as his sole and separate property, as to an undivided 16% interest; Tracy M. Pezzini, a married woman, as her sole and separate property, as to an undivided 16% interest and the Bengard Family Partnership I, L.P., as to an undivided 52% interest,

(hereinafter referred to as "Grantor"),

hereby grants to the City of Salinas, a charter City and Municipal Corporation

(hereinafter referred to as "Grantee"),

the following described interests in real property located in the City of Salinas, County of Monterey, State of California:

In Fee:

All that certain property described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein; and

Temporary Construction Easement

A temporary easement for construction and related purposes, in, on, over, under, along, through, and across that certain portion of land, described in Exhibit "C" and depicted in Exhibit "D", attached hereto and incorporated herein.

Said Temporary Construction Easement shall commence on November 1, 2019, and shall

automatically terminate upon completion of Grantee's construction, or October 31, 2022, whichever occurs first. Grantor shall have use of the property described in Exhibit "C" and depicted in Exhibit "D" until Grantee takes physical possession.

In case of unpredictable delays in construction, upon written notification, the terms of the Temporary Easement may be extended by an amendment to this deed. Grantor shall be compensated based on the fair market value of the Temporary Construction Easement area described in Exhibit "C" and depicted in Exhibit "D" at the time of the extension. Payment shall be made to the Grantor for the extension prior to the expiration of the original period.

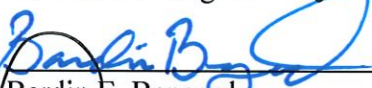
Upon completion of construction of Grantee's project, except vegetation, said Temporary Construction Easement area shall be generally restored by Grantee to the condition that existed prior to construction, to the extent reasonably practical.

The provisions hereof shall inure to the benefit of the Grantee, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above-described property.

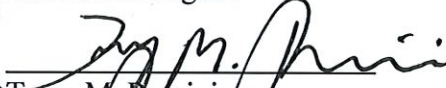
GRANTOR:

  
Thomas A. Bengard

Date: 11/21/19

  
Bardin E. Bengard



Date: 11/21/19

  
Tracy M. Pezzini

Date: 11-21-19

The Bengard Family Partnership I, L.P.

By The Bengard Family Trust U/A Dated August 20, 1982, its General Partner

  
  
Thomas D. Bengard, Trustee  
by Bardin E. Bengard as his attorney in fact

Date: 11/21/19

### ACKNOWLEDGMENT

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

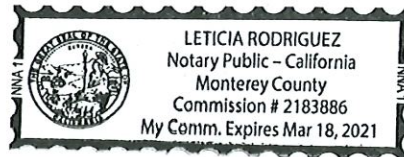
County of Monterey

On November 21, 2019 before me, Leticia Rodriguez, Notary Public, personally appeared Thomas A. Bengard, 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 signatures(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 Leticia Rodriguez (Seal)



### ACKNOWLEDGMENT

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

On November 21, 2019 before me, Leticia Rodriguez, Notary Public, personally appeared Bardin E. Bengard, 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 signatures(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 Leticia Rodriguez (Seal)





## ACKNOWLEDGMENT

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

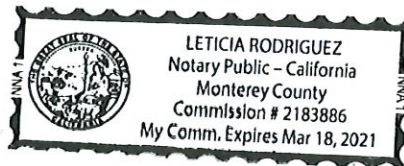
County of Monterey

On November 21, 2019 before me, Leticia Rodriguez, Notary Public, personally appeared Tracy M. Pezzini, 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 signatures(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

This is to certify that the City of Salinas hereby accepts for public purposes the real property, or interest therein, described in that Grant Deed dated \_\_\_\_\_, from Thomas A. Bengard, Bardin E. Bengard, Tracy M. Pezzini, and the Bengard Family Partnership I, L.P., grantor therein, to the City of Salinas, grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: City of Salinas

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
Legal Description  
Bengard Family Partnership  
June 2019  
APN: 153-011-064

That portion of Rancho El Alisal, in the City of Salinas, County of Monterey, State of California, as described in the deed filed in Volume 127, Page 107 of Deeds in the office of the County Recorder of said County, described as follows:

**Parcel 1**

Commencing at a point in the centerline of Monte Bella Boulevard, identified by a 2 ½" brass cap marked "LS 3304" as shown on the Record of Survey filed in Volume 34, Page 12 of Surveys in the office of the County Recorder of said County;

Thence, along the centerline of Monte Bella Boulevard, S31°30'15"E, a distance of 268.53 feet to a point on the southeasterly right of way of Sconberg Parkway (61 feet wide) as shown on said Record of Survey;

Thence, along said southerly right of way, S58°29'45"W, a distance of 676.52 feet to the True Point of Beginning, being the beginning of a non-tangent curve, concave southeasterly, having a radius of 279.50 feet, and to which beginning a radial line bears N35°50'38"W;

Thence 1<sup>st</sup>, leaving said right of way, southwesterly 45.35 feet along said curve, through a central angle of 9°17'47";

Thence 2<sup>nd</sup>, S45°21'22"W, a distance of 5.55 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 28.28 feet;

Thence 3<sup>rd</sup>, 4.49 feet along said curve, through a central angle of 9°05'43";

Thence 4<sup>th</sup>, S33°43'38"W, a distance of 27.44 feet;

Thence 5<sup>th</sup>, S48°28'18"W, a distance of 16.26 feet;

Thence 6<sup>th</sup>, S47°53'57"W, a distance of 47.06 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 146.80 feet;

Thence 7<sup>th</sup>, 31.42 feet along said curve, through a central angle of 12°15'42" to the northeasterly right of way of Bardin Road as shown on said Record of Survey;

Thence 8<sup>th</sup>, along said right of way, N33°46'00"W, a distance of 20.93 feet to the southeasterly right of way of Sconberg Parkway;

Thence 9<sup>th</sup>, along said right of way, N12°21'05"E, a distance of 28.84 feet;

Thence 10<sup>th</sup>, continuing along said right of way, N58°29'45"E, a distance of 152.48 feet to the True Point of Beginning.

**EXHIBIT A**  
Legal Description  
Bengard Family Partnership  
June 2019  
APN: 153-011-064

Containing 3,186.60 square feet, more or less.

Notes:

- The above legal description is based on the information and land references shown on the map filed in Volume 34, Page 12, of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 4 grid, NAD83 (NSRS2007), Epoch 2011.00 as computed by the CSRC on May 13, 2011, defined locally by the CSRN. To obtain ground level distances, multiply grid distances by 1.000058063.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
Andrew T. LaBine, PLS 9497      6/26/19  
Date





S31°30'15"E 268.53'  
MONTE BELLA  
BLVD

2 1/2" BRASS CAP MARKED "LS 3304"  
POINT OF COMMENCEMENT  
PER 23 C&T 30

TRUE POINT OF  
BEGINNING

61.00'  
23 C&T 30

SCONBERG PARKWAY

61.00'  
23 C&T 30

S58°29'45"W 829.00'  
152.48'

676.52'

N35°50'38"W

APN 153-011-064

N12°21'05"E  
28.84'

BARDIN ROAD

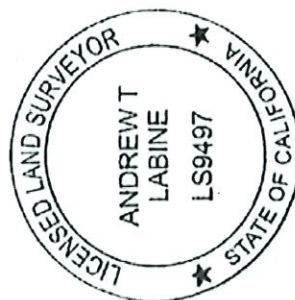
52.44'  
23 C&T 30

Line Table			Curve Table			
Line #	Bearing	Distance	Curve #	Length	Radius	Delta
L1	S45°21'22"W	5.55'	C1	45.35'	279.50'	9°17'47"
L2	S33°43'38"W	27.44'	C2	4.49'	28.28'	9°05'43"
L3	S48°28'18"W	16.26'	C3	31.42'	146.80'	12°15'42"
L4	N33°46'00"W	20.93'				

PARCEL 1



SCALE: 1" = 30'



**EXHIBIT B**  
APN 153-011-064  
LEGAL DESCRIPTION PLAT  
BENGARD FAMILY PARTNERSHIP  
JUNE 2019  
PAGE 1 OF 1

THIS PLAT HAS BEEN PREPARED BY ME, OR  
UNDER MY DIRECTION IN CONFORMANCE WITH  
THE PROFESSIONAL LAND SURVEYORS ACT.

*Andrew T. Labine* 6/26/19  
DATE

Job No. 17019 17019 Easement Exhibit.dwg





**EXHIBIT C**  
Legal Description  
Bengard Family Partnership  
June 2019  
APN: 153-011-064

Those portions of Rancho El Alisal, in the City of Salinas, County of Monterey, State of California, as described in the deed filed in Volume 127, Page 107 of Deeds in the office of the County Recorder of said County, described as follows:

**Temporary Construction Easement – Parcel 1**

Commencing at a point in the centerline of Monte Bella Boulevard, identified by a 2 ½" brass cap marked "LS 3304" as shown on the map filed in Book 34, Page 12 of Surveys in the office of the County Recorder of said County;

Thence, along the centerline of Monte Bella Boulevard, S31°30'15"E, a distance of 268.53 feet to a point on the southeasterly right of way of Sconberg Parkway (61 feet wide) as shown on said Record of Survey;

Thence, along said southerly right of way, S58°29'45"W, a distance of 676.52 feet to the True Point of Beginning;

Thence 1<sup>st</sup>, leaving said right of way, S35°50'38"E, a distance of 5.00 feet to the beginning of a non-tangent curve, concave southeasterly, having a radius of 274.50 feet, and to which beginning a radial line bears N35°50'38"W;

Thence 2<sup>nd</sup>, 43.50 feet along said curve, through a central angle of 9°04'44";

Thence 3<sup>rd</sup>, S34°26'23"E, a distance of 22.10 feet;

Thence 4<sup>th</sup>, S56°07'11"W, a distance of 55.74 feet;

Thence 5<sup>th</sup>, S55°36'50"W, a distance of 44.22 feet;

Thence 6<sup>th</sup>, S55°38'25"W, a distance of 17.87 feet;

Thence 7<sup>th</sup>, S37°58'00"W, a distance of 13.27 feet to the northeasterly right of way of Bardin Road as shown on said Record of Survey;

Thence 8<sup>th</sup>, along said right of way, N33°46'00"W, a distance of 23.07 feet to the southeasterly right of way of Sconberg Parkway;

Thence 9<sup>th</sup>, along said right of way, N12°21'05"E, a distance of 28.84 feet;

Thence 10<sup>th</sup>, continuing along said right of way, N58°29'45"E, a distance of 152.48 feet to the True Point of Beginning.

Except that portion lying within the Reference Parcel, as described below.

**EXHIBIT C**  
Legal Description  
Bengard Family Partnership  
April 2019  
APN: 153-011-064

Containing 1736.16 square feet, more or less.

**Reference Parcel**

Commencing at a point in the centerline of Monte Bella Boulevard, identified by a 2 ½" brass cap marked "LS 3304" as shown on the Record of Survey filed in Volume 34, Page 12 of Surveys in the office of the County Recorder of said County;

Thence, along the centerline of Monte Bella Boulevard, S31°30'15"E, a distance of 268.53 feet to a point on the southeasterly right of way of Sconberg Parkway (61 feet wide) as shown on said Record of Survey;

Thence, along said southerly right of way, S58°29'45"W, a distance of 676.52 feet to the True Point of Beginning, being the beginning of a non-tangent curve, concave southeasterly, having a radius of 279.50 feet, and to which beginning a radial line bears N35°50'38"W;

Thence 1<sup>st</sup>, leaving said right of way, southwesterly 45.35 feet along said curve, through a central angle of 9°17'47";

Thence 2<sup>nd</sup>, S45°21'22"W, a distance of 5.55 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 28.28 feet;

Thence 3<sup>rd</sup>, 4.49 feet along said curve, through a central angle of 9°05'43";

Thence 4<sup>th</sup>, S33°43'38"W, a distance of 27.44 feet;

Thence 5<sup>th</sup>, S48°28'18"W, a distance of 16.26 feet;

Thence 6<sup>th</sup>, S47°53'57"W, a distance of 47.06 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 146.80 feet;

Thence 7<sup>th</sup>, 31.42 feet along said curve, through a central angle of 12°15'42" to the northeasterly right of way of Bardin Road as shown on said Record of Survey;

Thence 8<sup>th</sup>, along said right of way, N33°46'00"W, a distance of 20.93 feet to the southeasterly right of way of Sconberg Parkway;

Thence 9<sup>th</sup>, along said right of way, N12°21'05"E, a distance of 28.84 feet;

Thence 10<sup>th</sup>, continuing along said right of way, N58°29'45"E, a distance of 152.48 feet to the True Point of Beginning.







SCALE: 1" = 30'

2 1/2" BRASS CAP MARKED "LS 3304"  
POINT OF COMMENCEMENT  
PER 23 C&T 30

S31°30'15"E 268.53'

MONTE BELLA  
BLVD

676.52'

TRUE POINT OF  
BEGINNING  
T.C.E. 1

61.00'  
23 C&T 30

SCONBERG PARKWAY

61.00'  
23 C&T 30

S58°29'45"W 829.00'

152.48'

BARDIN ROAD

TRUE POINT OF  
BEGINNING T.C.E. 2

APN 153-011-064

### Line Table

Line #	Bearing	Distance
L1	S45°21'22"W	5.55'
L2	S33°43'38"W	27.44'
L3	S48°28'18"W	16.26'
L4	N33°46'00"W	20.93'
L5	S35°50'38"E	5.00'
L6	S34°26'23"E	22.10'
L7	S55°38'25"W	17.87'
L8	S37°58'00"W	13.27'
L9	N33°46'00"W	23.07'
L10	S33°46'00"E	354.27'
L11	S33°46'00"E	50.00'
L12	N56°14'00"E	25.00'
L13	N33°46'00"W	50.00'
L14	S56°14'00"W	25.00'

### Curve Table

Curve #	Length	Radius	Delta
C1	45.35'	279.50'	9°17'47"
C2	4.49'	28.28'	9°05'43"
C3	31.42'	146.80'	12°15'42"
C4	43.50'	274.50'	9°04'44"

TEMPORARY  
CONSTRUCTION  
EASEMENT



REFERENCE  
PARCEL



## EXHIBIT D

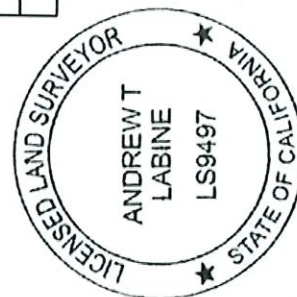
APN 153-011-064

LEGAL DESCRIPTION PLAT

BENGARD FAMILY PARTNERSHIP

JUNE 2019

PAGE 1 OF 1



THIS PLAT HAS BEEN PREPARED BY ME, OR  
UNDER MY DIRECTION IN CONFORMANCE WITH  
THE PROFESSIONAL LAND SURVEYORS ACT.

*Andrew T. Labine* 6/24/19

ANDREW T. LABINE, PLS 9497

DATE



Job No. 17019 17019 Easement Exhibit.dwg