



Memorandum

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

Reviewed by: [Signature] Date: 5/12/17
General Manager

DATE: May 12, 2017
 TO: General Manager
 FROM: Director of Engineering & Compliance/District Engineer
 SUBJECT: Approve Agreement for and Consent to Co-Location and Compatible Use Pipeline Easement with the Monterey County Water Resources Agency (Relating to the MCWRA's current easement for its Salinas River Diversion Facility Pipeline on District property).

RECOMMENDATION: Approve Agreement for Co-location Easement and Compatible Use Pipeline Easement between the District and the Monterey County Water Resources Agency (MCWRA) to permit the District's conveyance of a parallel easement to the Monterey Regional Water Pollution Control Agency for its Blanco Drain Diversion element of the Pure Water Monterey Project.

BACKGROUND

In 2008, the District sold and conveyed to the Monterey County Water Resources Agency (MCWRA) a 20-foot wide easement along the perimeter of the District property to convey water from the MCWRA's Salinas River Diversion Facility (SRDF – the Rubber Dam) for use in its Castroville Seawater Intrusion Project. The MRWPCA now seeks to obtain from the District its own pipeline easement, to run parallel with and mostly within the SRDF easement of the MCWRA, to convey water from its Blanco Drain Diversion facility for use in its Pure Water Monterey Project. In order for this to occur, the prior easement agreement between the District and MCWRA needs to be amended to permit the second parallel easement. At the November 18, 2016 Board meeting, the District Board approved (as to form) the Co-Location Easement Agreement between the District and MCWRA that will subsequently allow the District and MRWPCA to enter into the co-location easement agreement and easement deed presented in the next Board Meeting Agenda item.

DISCUSSION

The three parties involved (District, MCWRA, and MRWPCA) have all met and agreed upon the general process for accomplishing the revision of the 2008 District-MCWRA easement to allow for the incorporation of the MRWPCA's Blanco Drain Diversion pipeline into the existing pipeline easement. The amendment agreement was previously approved by the District and MCWRA as to form and is being presented to the District Board at this time for final review and approval.

Once this consent and compatible use pipeline easement agreement is approved, then the next two agenda items for the Board are 1) the subject co-location easement deed and grant and purchase easement deed agreements and 2) the subject non-colocation easement deed and grant and purchase easement deed agreements for

0.401 acres of District property. Both of these items are agreements between the District and the MRWPCA. Issues of compensation for the permanent pipeline easement, and a temporary construction easement, will be settled by negotiations of staff. An appraisal has been prepared to assist staff in the compensation negotiations. The final draft consent for co-location document between the District and MCWRA is attached for the Board's review and consideration for approval.

The three parties previously provided instructions to a real estate appraiser retained by the MRWPCA to prepare an appraisal report. The appraisal report has been prepared and circulated for review by the parties (summary letter attached) and was primarily developed using agricultural property sales information. Approximately 2.03 acres of District property are associated with the co-location easement agreement for incorporating the Blanco Drain Diversion pipeline in the existing easement and an additional 0.401 acres of District property outside of the easement. Thus, the total area of permanent fee parcel easement for the MRWPCA Blanco Drain Diversion pipeline is approximately 2.431 acres. MRWPCA has also requested a Temporary Construction Easement on approximately 5.654 acres of District property as presented in the co-location easement agreement.

FINANCIAL IMPACT

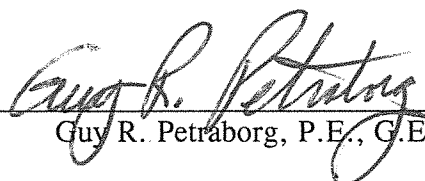
Compensation will be worked on by all three parties and subsequently incorporated into the easement conveyance agreement record as agreed upon by the parties. A real estate appraiser was retained by MRWPCA to develop a fair market assessment of the value of the easement and the conditions for its placement subject to review and concurrence by the District.

STRATEGIC PLAN

The District's involvement in this matter fits under several general policy directives cited in the District's "Pillars of Sustainability" plan. Principally under the Community and Finance pillars which speak to the continued development of strategic partnerships and support of the community's interests.

CONCLUSION

Staff therefore recommends the Board approve the Agreement For And Consent To Co-location And Compatible Use Pipeline Easement between the District and the MCWRA.


Guy R. Petraborg, P.E., G.E.

Attachments

**AGREEMENT FOR AND CONSENT TO CO-LOCATION AND COMPATIBLE USE
PIPELINE EASEMENT**

THIS AGREEMENT FOR CO-LOCATION AND COMPATIBLE USE OF PIPELINE EASEMENT ("2017 Agreement") FIRST AMENDMENT TO EASEMENT AGREEMENT ("Amendment") is entered into between the Monterey County Water Resources Agency, a California flood control, water conservation, and water resources agency (Agency"), and the Monterey Regional Waste Management District, a California Garbage and Refuse Disposal District ("District"). The Agency and District are sometimes referred to herein individually as "party" and collectively as "parties."

Recitals

A. By agreement entitled "AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY," ("2008 Agreement"), consisting, with attachments, of 45 pages, executed on March 26, 2008, and recorded in the Office of the Monterey County Recorder on March 26, 2008, as Document [no.] 2008033081, Agency agreed to purchase from District certain interests in real property, including a permanent underground pipeline easement ("Pipeline Easement") set out in an attachment at Exhibit C-1 through C-3 to the Agreement, entitled "Easement Deed." The 2008 Agreement is attached as Exhibit AA. The Easement Deed, in the form set out in the referenced attachment, was executed by Grantor District on March 13, 2008, accepted by Grantee Agency on March 17, 2008, and recorded in the Office of the Monterey County Recorder on May 23, 2008 as Document 2008033083. The Easement Deed, as recorded, is attached as Exhibit BB. The Pipeline Easement is a 20 feet wide, 2.29 acre permanent easement currently occupied by Agency's Salinas River Diversion Facility Pipeline, constructed by Agency to serve its Castroville Seawater Intrusion Project.

B. The Monterey Regional Water Pollution Control Agency ("the PCA") is involved in a number of water reclamation projects, one being the Blanco Drain Diversion ("BDD") Facility, comprised in part of facilities for pipeline conveyance

of water from Blanco Drain to PCA's Regional Treatment Plant. PCA, having concluded that the most economical and convenient routing for the BDD pipeline includes a section of District property subject of the Agency's pipeline easement, has requested Agency and District to agree to allow PCA to share use, by means of a grant of easement from District to PCA, of certain dimensions of Agency's pipeline easement for installation and construction of a portion of the sixteen inch pipeline for BDD water.

C. Agency and District desire to accommodate PCA's request. In order to do so, District wishes to grant a Co-Location and Compatible Use Pipeline Easement as set forth below.

Now, therefore, in consideration of the foregoing and the mutual covenants, agreements, and warranties contained in this 2017 Agreement, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS

1.01 The Recitals set forth above are hereby incorporated into this 2017 Agreement.

2. CONSENT TO GRANT EASEMENT TO PCA

2.01 The Easement Deed granted by District and accepted by Agency, referenced in Recital A, above, provides in full at subsection (a) of Section V thereof:

"Grantor reserves the right to use the easement areas and the right of way for any and all purposes which will not interfere with Agency's full enjoyment of the rights hereby granted; provided that Grantor not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within the underground pipeline easement, or diminish to within a minimum of five feet (5') of ground cover over the pipeline, or add to for a total of more than (20') of ground cover over pipeline, or construct any fences that will interfere with the maintenance and operation of said facilities."

2.02 The parties hereto agree that District may grant PCA an easement to co-locate pipeline within the Pipeline Easement described in Recital B, above. Agency hereby consents to District's grant of the co-location easement. Agency and District agree that no party shall assert that PCA's co-location of a pipeline shall constitute a violation of either the Agency's or District's right in the easement area described in the 2008 Agreement, so long as all conditions, limitations, and restrictions of the 2008 Agreement and this 2017 Agreement are observed.

2.03 The Agency shall be reserved the right to make non-disruptive use of the co-location easement area. As provided in Exhibit BB This right includes the ability to repair and replace the Agency's CSIP Pipeline and other appurtenances.

2.04 Attached hereto as Exhibit cc is a form of Agreement for Grant and Purchase of Co-Location Easement negotiated between PCA and District. Agency hereby consents to and approves this form of Co-Location Agreement, and consents to the grant of the co-location easement by District in the form set out in Exhibit cc, and to acceptance of the grant of easement by PCA, subject to terms and conditions set out herein.

3. COMPENSATION

3.01 By written agreement, District shall require PCA to compensate Agency and District for all expenses, if any, incurred by Agency and District attributable to construction activities required for placement of the PCA pipeline pursuant to the grant co-location easement subject of this 2017 Agreement. District shall require PCA to provide Agency and District proof of insurance covering Agency and District as an insured for any such expenses.

3.02 District shall compensate the Agency directly for the prorated value of the area in the Pipeline Easement upon which the PCA pipeline is to be placed, based on the original easement cost adjusted for inflation or the current fair market value of the area in the Pipeline Easement, whichever is less.

4. ENVIRONMENTAL MITIGATION MEASURES

4.01 PCA shall implement and maintain those mitigation measures relating to the placement and alignment of its pipelines, as identified in Environmental Impact Report SCH 2013051094 , certified on October 8, 2015 by the PCA.

5. CONSTRUCTION AND MAINTENANCE

5.01 Pipeline installed by PCA shall be installed and maintained (including separation by distance from any Agency pipelines, if appropriate) according to the contents flowing through the PCA and Agency pipelines.

5.02 In exercising any right granted by the PCA co-location easement, temporary construction easement, or right of entry or access, PCA shall not adversely affect operations or activities by the Agency or District, or by any person with legal right to possession or access to the property.

5.03 PCA will share equally with the Agency the costs to maintain and repair the main access road to the SRDF.

6. DEFENSE AND INDEMNITY OF AGENCY

6.01 PCA shall defend and indemnify the Agency and District against any and all claims resulting from the grant of the co-location easement, and any activities relating to the PCA easement. The form of defense and indemnity shall be the Agency's standard indemnity clause.

6.02 PCA shall obtain and continuously maintain insurance (or permissible self-insurance) approved by the Agency's ex officio Risk Management Division, naming the District, Agency, and County of Monterey as additional insureds.

7. AMENDMENTS AND MODIFICATIONS

7.01 No modification or amendment of this 2017 agreement shall be valid unless it is set forth in writing and executed by the parties.

8. NON-DISCRIMINATION

8.01 Throughout the performance of this 2017 Agreement, the PCA will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, sexual preference, or any other status protected under federal, state or local law either in employment practices or in the furnishing of services to recipients. The parties shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. PCA shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.

9. GOVERNING LAWS.

9.01 This 2017 Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

10. COMPLIANCE WITH APPLICABLE LAW.

10.01 The parties shall comply with all applicable federal, state, and local laws and regulations in performing this 2017 Agreement.

11. CONSTRUCTION OF AGREEMENT

11.01 The parties agree that each party has fully participated in the review and revision of this 2017 Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this 2017 Agreement or any exhibit or amendment. To that end, it is understood and agreed that this 2017 Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this 2017 Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this 2017 Agreement.

12. WAIVER

12.01 Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

13. SUCCESSORS AND ASSIGNS

13.01 This 2017 Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

14. CONTRACTOR

14.01 The obligations imposed by this 2017 Agreement, to the extent they apply to PCA, include PCA's officers, agents, employees, and contractors acting on behalf of PCA in the performance of this 2017 Agreement.

15. INTERPRETATION OF CONFLICTING PROVISIONS

15.01 In the event of any conflict or inconsistency between the provisions of this 2017 Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this 2017 Agreement shall prevail and control.

16. TIME IS OF THE ESSENCE

16.01 The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

17. NOTICES

Notices required under this 2017 Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. Each party shall give the other party prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To DISTRICT

To AGENCY

Name: Monterey Regional Waste
Management District
Attn: Tim Flanagan
General Manager
Address: P.O. Box 1670
Marina, CA 93933
Telephone: 831-384-5313
Fax:
E-mail:

Name: Monterey County Water
Resources Agency
Attn: David C. Chardavoyne
General Manager
Address: 893 Blanco Circle
Salinas, CA 93901
Telephone: (831) 755-4860
Fax:
E-Mail:

18. EXHIBITS

The following Exhibits are attached hereto and incorporated by reference:

- Exhibit AA – Agreement (Described at Recital A of this 2017 Agreement)
- Exhibit BB – Easement Deed (Described at Recital A of this 2017 Agreement)
- Exhibit CC – Grant and Purchase of Co-location Agreement (Described at § 2.04 of this 2017 Agreement)

19. ENTIRE AGREEMENT

19.01 As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

**MONTEREY REGIONAL WASTE
MANAGEMENT DISTRICT**

By: _____
General Manager Date

By: _____
General Manager Date

**Approved as to Form and Legality:
Office of the County Counsel**

Approved as to Form and Legality:

By: _____
Deputy County Counsel Date

By: _____
District Counsel Date

Approved as to Fiscal Provisions:

By: _____
Auditor-Controller Date

Approved as to Indemnity, Insurance Provisions:

By: _____
Risk Management Date

EXHIBIT BB

(21 pages)

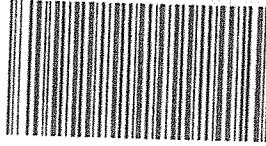
Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
First American Title

CRMELISSA
5/23/2008
8:00:00

AFTER RECORDING RETURN TO
Monterey County Water Resources Agency
893 Blanco Circle
Salinas, Ca 93901

DOCUMENT: 2008033083

Titles: 1/ Pages: 21



Fees...
Taxes...
Other...
AMT PAID

Documentary Transfer Tax: \$ 0
Computed on consideration or full value of
property conveyed within an unincorporated
area of Monterey County
No Recording Fee per Gov't. Code Section 6103

E. D. Siment
Judy Dennis
Signature of declarant or agent

(SPACE ABOVE FOR RECORDER'S USE ONLY)

EASEMENT DEED

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT, a California
Garbage and Refuse Disposal District, which acquired title as MONTEREY PENINSULA
GARBAGE AND REFUSE DISTRICT, hereinafter called Grantor, hereby grants to the
MONTEREY COUNTY WATER RESOURCES AGENCY, a California Flood Control and
Water Agency, hereinafter called Agency:

(a) A permanent underground easement and right to excavate for, install, replace (of the initial or any other size), maintain and use such pipeline(s) as Agency shall from time to time elect for conveying water or related substances which can be transported through the underground pipeline(s) to the irrigation and distribution facilities of the Castroville Seawater Intrusion Project, with necessary and proper valves and other appliances and fittings, and devices for controlling corrosion for use in connection with said pipeline(s), and such wires, cables, conduits, and other electrical conductors, appliances, fixtures and appurtenances, as Agency shall from time to time deem necessary for control and communication purposes, together with adequate protection therefore. Grantor shall have the right, but not the obligation, to plant and maintain trees along or within the pipeline easement provided access to and operation of the pipeline is not impeded. Agency shall, to the extent practicable, preserve existing trees within the easement during and following construction.

(b) A temporary construction easement, for a period of not to exceed twenty-four (24) months from and after the date upon which the Agency notifies the Grantor (and any tenants of Grantor's property affected by the easement) in writing of Agency's intention to commence excavation and construction. That period may be extended by written agreement between parties. Agency shall coordinate all construction activities with Grantor (and any tenants of its property affected by the easement).

(c) The right of ingress to and egress from over and across (“right of way”) the Grantor’s lands to access Agency’s lands and the pipeline and temporary construction easements. Agency shall minimally improve and maintain an access road within the right of way from the paved levee road to the Agency’s property. Use of the right of way and access road by Agency shall not adversely affect operation or Grantor or any tenants of Grantor’s property.

I Grantor's lands are described as follows:

Assessor’s Parcel Numbers 175-061-003 and 175-061-004 (See Attachment I).

II Easements and right-of-way granted herein are described as follows:

(a) The permanent underground pipeline easement is described as follows:

As described in Exhibit A attached hereto and made a part hereof.

(b) The temporary construction easement is described as follows:

As described in Exhibit B attached hereto and made a part hereof.

(c) The right of way is described as follows:

As described in Exhibit C attached hereto and made a part hereof.

III Grantor further grants to Agency:

(a) The right of ingress to and egress from the easements and right of way over and across the Grantor’s lands by means of existing paved roads and lanes thereon, as shown on Attachment C.1, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor. Grantor shall be responsible for all normal maintenance and repair incident to Agency’s use of Grantor’s existing paved roads and lanes.

(b) The right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on the permanent underground pipeline easement and to trim and to cut down and clear away any trees on either side of said easement which now or hereafter in the opinion of Agency may be a hazard to the facilities installed thereunder by reason of the danger of falling thereon, or may interfere with the exercise of Agency's rights hereunder. Provided, however, that all trees which Agency is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all branches, brush, and refuse wood shall be removed, or chipped and scattered by Agency. The Agency shall conform, to the extent practicable, its use of the permanent underground

pipeline easement in accordance with Grantor's intention to create a buffer using trees against possible future developments on its borders.

(c) The right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easements or right of way; and

(d) The right to mark the area or location of said easements by suitable markers set in the ground; provided that said markers shall be placed in fences, roads, or other locations, which will not interfere with any reasonable use Grantor shall make of said easement areas.

(e) The right to alternate access to Agency's lands and the easements and right of way herein conveyed if Grantor, in the normal course of management of Grantor's lands, finds it necessary to reconfigure, divert or redirect access.

IV Agency hereby covenants and agrees:

(a) Not to fence the area of the permanent underground pipeline easement;

(b) To promptly and properly backfill any excavations made by it on the easements and repair any damage it shall do to Grantor's private roads or lanes or otherwise on said lands; and

(c) To indemnify, defend and hold harmless Grantor, its board, officers, employees, agents and contractors or Grantor's tenants on Grantor's lands described herein against any and all claims, liability, loss and damage caused by the exercise of the rights herein granted to Agency or by any wrongful or negligent act or omission of Agency or of its contractor(s), agents or employees in the course of their employment in connection with the exercise of the rights herein granted to Agency; provided, however, that this indemnity shall not extend to that portion of such liability, loss or damage caused by Grantor's comparative negligence or willful misconduct or by the comparative negligence or willful misconduct of Grantor's tenants, contractors, agents, officers or employees. Before beginning any construction on Grantor's lands pursuant hereto, the Agency's construction contractor(s) shall agree in writing to indemnify and hold Grantor harmless to the same extent as provide hereinabove, and at all times during the period of any construction activity upon Grantor's lands pursuant to this agreement. Agency and/or its construction contractor(s) shall keep in full force and effect, at their sole expense, liability insurance in such form and amount as is consistent with Grantor's insurance requirements for the work being done. Grantor shall be named as an additional insured on each such insurance policy. Such insurance shall be primary to any insurance, which may be carried by Grantor, and no insurance carried by Grantor shall be called upon to contribute to any loss covered by such policy. Agency shall deliver a certificate of insurance to Grantor, showing proof of the required insurance, before beginning any construction work on the easement pursuant to this Agreement.

V (a) Grantor reserves the right to use the easement areas and the right of way for any and all purposes which will not interfere with Agency's full enjoyment of the rights hereby granted; provided that Grantor not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within the underground pipeline easement, or diminish to within a minimum of five feet (5') of ground cover over the pipeline, or add to for a total of more than (20') of ground cover over pipeline, or construct any fences that will interfere with the maintenance and operation of said facilities.

(b) If the Agency fails to commence construction of the underground water pipeline(s) within the easement described herein before five years after the date of the recording of this document such failure shall be conclusive evidence of abandonment of said easement and all the rights hereunder shall terminate with respect to all easements and the right of way; provided, however that in the event of such termination, Agency shall, upon the written request of Grantor, execute and deliver a quitclaim for said easements and right of way as a matter of record.

(c) Non use of the underground pipeline easement or any portion thereof for a continuous period of three (3) years after initial installation of said pipeline facilities shall be conclusive evidence of the abandonment thereof. Agency shall upon written demand therefore execute and deliver to Grantor good and sufficient quitclaim of said easement and right of way or such portion thereof as may be abandoned.

(d) Notice of date of entry for construction purposes shall be given to Grantor of the subject property not less than twenty-eight (28) days prior to the date of entry.

In any action to compel performance of or to recover for, breach of any agreement or condition herein, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to the amount of judgment and costs.

The provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

GRANTOR:

Date: 13 Mar 2008

By: 

Name: Leo Laska

Title: Board of Directors Chair

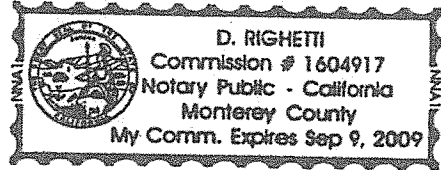
State of California
County of Monterey

On March 13, 2008, before me, D. Righetti personally appeared Leo Laska who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which person 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 [Handwritten Signature] (seal)



CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SECTION 2781

This is to certify that the **MONTEREY COUNTY WATER RESOURCES AGENCY**, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Easement Deed dated 17th March, 2008, from Monterey Regional Waste Management District, grantor therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this 17th day of March, 2008.

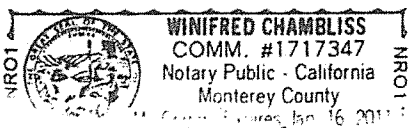
MONTEREY COUNTY WATER RESOURCES AGENCY

By:

[Handwritten Signature]
Name: Curtis V. Weeks
Title: General Manager

ATTEST:

[Handwritten Signature]



Winifred Chambliss

ATTACHMENT 1

LEGAL DESCRIPTION
OF ENCUMBERED PARCELS

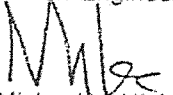
That portion of Rancho Las Salinas and the unpatented lands lying northeasterly thereof in the County of Monterey, State of California, described as follows:

Parcel "C" as said parcel is shown on map recorded in Volume 19 of Surveys at Page 103, official records of said county.

(APN 175-061-003 & 175-061-004)

Dated January 10, 2008

Bestor Engineers, Inc.


Michael V. Hink
PLS #8158
Exp. 12/31/08

W.O. 6575.06



EXHIBIT A

LEGAL DESCRIPTION OF A PERMANENT PIPELINE EASEMENT

That portion of Rancho Las Salinas and the unpatented lands lying northeasterly thereof in the County of Monterey, State of California, being a portion of Parcel "C" as said parcel is shown on map recorded in Volume 19 of Surveys at Page 103, official records of said county, described as follows:

BEGINNING at a point on the Southwesterly line of the of the "Salinas River Diversion Facility Parcel" as said parcel is shown on map recorded in Volume 29 of Surveys at Page 47, official records of said county, said point lies North 22°07'16" West (North 22°07'37" West Record), 110.65 feet along said line from the most southerly corner of said parcel; thence along said line:

- 1) North 22°07'16" West (North 22°07'37" West Record), 23.5 feet; thence leaving said southwesterly line
- 2) South 35°52'12" West, 678.74 feet to the beginning of a curve, concave northwest, having a radius of 490.00 feet; thence
- 3) Southwesterly 76.15 feet along said curve , through a central angle of 08°54'16"; thence
- 4) South 44°46'28" West, 796.07 feet to the beginning of a curve, concave northwest, having a radius of 490.00 feet; thence
- 5) Southwesterly 82.09 feet along said curve , through a central angle of 09°35'55" to the beginning of a reverse curve, concave southeast, having a radius of 510.00 feet; thence
- 6) Southwesterly, 178.28 feet along said curve, through a central angle of 20°01'43" to the beginning of a reverse curve, concave northwest, having a radius of 490.00 feet; thence
- 7) Southwesterly, 80.00 feet along said curve, through a central angle of 09°21'17"; thence
- 8) South 43°41'57" West, 287.38 feet to the beginning of a curve, concave northwest, having a radius of 490.00 feet; thence
- 9) Southwesterly 79.12 feet along said curve , through a central angle of 09°15'06"; thence
- 10) South 52°57'03" West, 91.94 feet to the beginning of a curve, concave southeast, having a radius of 510.00 feet; thence
- 11) Southwesterly 62.92 feet along said curve , through a central angle of 07°04'08"; thence
- 12) South 45°52'55" West, 299.72 feet to the beginning of a curve, concave northwest, having a radius of 490.00 feet; thence
- 13) Southwesterly 62.78 feet along said curve , through a central angle of 07°20'27"; thence
- 14) South 53°13'22" West, 116.68 feet; thence
- 15) North 81°46'38" West, 1,426.95 feet to the beginning of a curve, concave south, having a radius of 510.00 feet; thence

EXHIBIT A

- 16) Westerly 79.09 feet along said curve , through a central angle of $08^{\circ}53'06''$ to the beginning of a reverse curve, concave north, having a radius of 490.00 feet; thence
- 17) Westerly, 75.99 feet along said curve, through a central angle of $08^{\circ}53'06''$; thence
- 18) North $81^{\circ}46'38''$ West, 541.39 feet to the easterly line of that certain 101.908 (adjusted area) parcel of land labeled as "APN. 175-011-39" on the map recorded in Volume 17 of Surveys, Page 15, official records of said county ; thence along said easterly line
- 19) South $18^{\circ}35'21''$ West, 20.33 feet to a point on said easterly line that bears North $18^{\circ}35'21''$ East, 22.52 feet along said line from the most southerly corner of said parcel; thence leaving said easterly line
- 20) South $81^{\circ}46'38''$ East, 545.05 feet to the beginning of a curve, concave north, having a radius of 510.00 feet; thence
- 21) Easterly 79.09 feet along said curve , through a central angle of $08^{\circ}53'06''$ to the beginning of a reverse curve, concave south, having a radius of 490.00 feet; thence
- 22) Easterly, 75.99 feet along said curve, through a central angle of $08^{\circ}53'06''$; thence
- 23) South $81^{\circ}46'38''$ East, 1,364.93 feet; thence
- 24) South $08^{\circ}13'22''$ West, 8.77 feet to the beginning of a non-tangent curve, concave south, having a radius of 1,210.00 feet, and to which beginning a radial bears North $15^{\circ}06'40''$ East; thence
- 25) Easterly, 87.22 feet along said curve, through a central angle of $04^{\circ}07'49''$; thence
- 26) North $53^{\circ}13'22''$ East, 31.60 feet; thence
- 27) North $08^{\circ}13'24''$ East, 38.18 feet; thence
- 28) North $53^{\circ}13'22''$ East, 70.96 feet to the beginning of a curve, concave northwest, having a radius of 510.00 feet; thence
- 29) Northeasterly 65.34 feet along said curve , through a central angle of $07^{\circ}20'27''$; thence
- 30) North $45^{\circ}52'55''$ East, 299.72 feet to the beginning of a curve, concave southeast, having a radius of 490.00 feet; thence
- 31) Northeasterly 60.45 feet along said curve , through a central angle of $07^{\circ}04'08''$; thence
- 32) North $52^{\circ}57'03''$ East, 91.94 feet to the beginning of a curve, concave northwest, having a radius of 510.00 feet; thence
- 33) Northeasterly 5.37 feet along said curve , through a central angle of $00^{\circ}36'11''$ to a point on the southeasterly line of said Parcel C; thence along said southeasterly line
- 34) North $44^{\circ}29'16''$ East (North $44^{\circ}28'55''$ East Record), 386.26 feet to the beginning of a non-tangent curve, concave northwest, having a radius of 510.00 feet, and to which beginning a radial bears South $48^{\circ}47'26''$ East; thence leaving said southeasterly line
- 35) Northeasterly, 61.11 feet along said curve, through a central angle of $06^{\circ}51'54''$ to the beginning of a reverse curve, concave southeast, having a radius of 490.00 feet; thence

EXHIBIT A

- 36) Northeasterly, 171.29 feet along said curve, through a central angle of 20°01'43" to the beginning of a reverse curve, concave northwest, having a radius of 510.00 feet; thence
- 37) Northeasterly, 80.84 feet along said curve, through a central angle of 09°04'57" south to a point on said southeasterly line of said Parcel C; thence along said southeasterly line
- 38) North 44°29'16" East (North 44°28'55" East Record), 867.19 feet to the beginning of a non-tangent curve, concave northwest, having a radius of 510.00 feet, and to which beginning a radial bears South 52°43'11" East; thence leaving said southeasterly line
- 39) Northeasterly, 12.55 feet along said curve, through a central angle of 01°24'37"; thence
- 40) North 35°52'12" East, 666.23 feet to the POINT OF BEGINNING.

Containing 2.292 acres, more or less, as shown on the plat attached hereto and made a part hereof.

Bearings listed herein are grid bearings per the California Coordinate System, NAD83 Zone IV (1991.31 epoch). Distances listed herein are grid distances. Ground distances can be obtained by applying the average combined scale factor of 0.999945.

Dated January 10, 2008

Restor Engineers, Inc.

M V Hink
Michael V. Hink
PLS #8158
Exp. 12/31/08

W.O. 6575.06

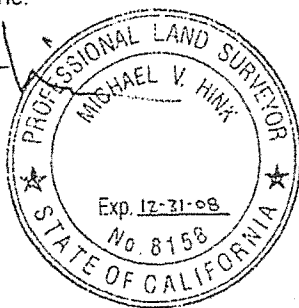


EXHIBIT A



SCALE: 1" = 200'

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

PARCEL C

VOL. 19 SUR PG. 103

SEE SHEET 2

PROPOSED PERMANENT PIPELINE EASEMENT (WIDTH VARIES)

PROPOSED 20' WIDE PERMANENT PIPELINE EASEMENT

ARMSTRONG RANCH

PARCEL A
VOL. 7 SUR. PG. 102
DOC # 2003143088

SALINAS RIVER DIVERSION FACILITY
PARCEL

(5.77 ACRES)

VOL. 29 SUR PG. 47

POINT OF BEGINNING

N 22°07'16" W
110.65'
(N 22°07'37" W) RECORD

UNPATENTED LAND NOT INCLUDED
IN EITHER RANCHO

RANCHO LAS SALINAS

S. 52°43'11" E.
(RADIAL)

BOLSA POTRERO

L:\6575\657506\LEGAL PLAT - PERMANENT EASEMENT.DWG - kphm - JAN 10, 2008 - 15:24:04



BESTOR ENGINEERS, INC.

CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940

PREPARED FOR: M.C.W.R.A.

PLAT TO ACCOMPANY DESCRIPTION

SALINAS RIVER DIVERSION FACILITY
PERMANENT PIPELINE EASEMENT

COUNTY OF MONTEREY,

CALIFORNIA

SCALE: 1" = 200'

DATE: 1/10/08

SHEET:

1 OF 4

WG: 6575.06

SEE SHEET 3

EXHIBIT A



SCALE: 1" = 200'

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

PARCEL C

VOL. 19 SUR PG. 103

S. 15°06'40" W.
(RADIAL)

PROPOSED 20' WIDE
PERMANENT PIPELINE
EASEMENT

PROPOSED 20' WIDE
PERMANENT PIPELINE
EASEMENT

PROPOSED PERMANENT
PIPELINE EASEMENT
(WIDTH VARIES)

ARMSTRONG
RANCH

PARCEL A
VOL. 7 SUR. PG. 102
DOC # 2003143088

N. 48°47'26" W.
(RADIAL)

RANCHO LAS SALINAS

SEE SHEET 1

L:\6575\657506\LEGAL PLAT - PERMANENT EASEMENT.DWG - hinkm - JAN 10, 2008 - 18:24:12



BESTOR ENGINEERS, INC.

CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940

PREPARED FOR: M.C.W.R.A.

PLAT TO ACCOMPANY DESCRIPTION
SALINAS RIVER DIVERSION FACILITY
PERMANENT PIPELINE EASEMENT

COUNTY OF MONTEREY,

CALIFORNIA

SCALE: 1" = 200'

DATE: 1/10/08

SHEET:

2 OF 4

NO: 6575.06

EXHIBIT A

MONTEREY REGIONAL WATER
POLLUTION CONTROL AGENCY
VOL. 17 SUR. PG. 15
"APN. 175-011-39"



SCALE: 1" = 200' S 18°35'21" W
22.52

ARMSTRONG
RANCH

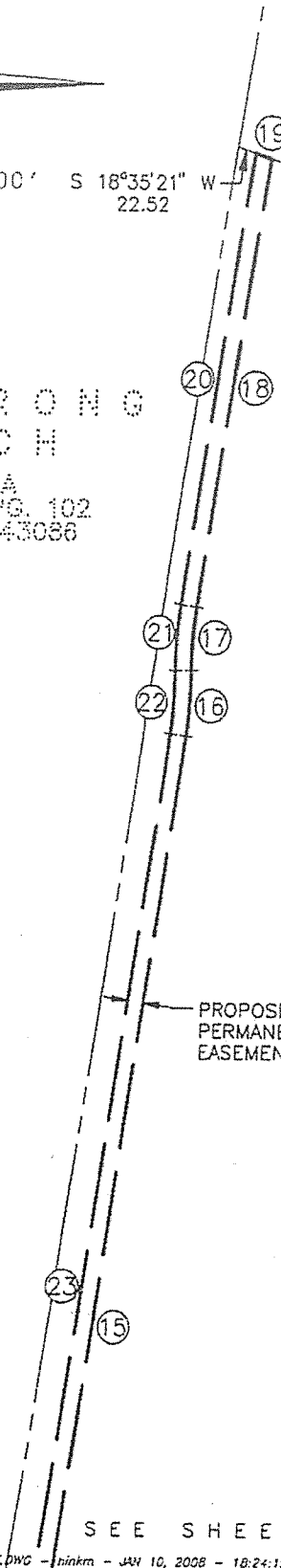
PARCEL A
VOL. 7 SUR. PG. 102
DOC # 2003143086

RANCHO LAS SALINAS

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

PARCEL C

VOL. 19 SUR PG. 103



PROPOSED 20' WIDE
PERMANENT PIPELINE
EASEMENT

SEE SHEET 2

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BESTOR ENGINEERS, INC.

CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LAKE, MONTEREY, CALIFORNIA 93940

PREPARED FOR: M.C.W.R.A.

PLAT TO ACCOMPANY DESCRIPTION
SALINAS RIVER DIVERSION FACILITY
PERMANENT PIPELINE EASEMENT

COUNTY OF MONTEREY,

CALIFORNIA

SCALE: 1" = 200'

DATE: 1/10/08

SHEET:

3 OF 4

NO: 6575.06

COURSE TABLE:

#	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N 22°7'16" W		23.59'	
2	S 35°52'12" W		678.74	
3	$\Delta=8^{\circ}54'16''$	490.00'	76.15'	38.15'
4	S 44°46'28" W		796.07	
5	$\Delta=9^{\circ}35'55''$	490.00'	82.09'	41.14'
6	$\Delta=20^{\circ}01'43''$	510.00'	178.26'	90.06'
7	$\Delta=9^{\circ}21'17''$	490.00'	80.00'	40.09'
8	S 43°41'57" W		287.38	
9	$\Delta=9^{\circ}15'06''$	490.00'	79.12'	39.65'
10	S 52°57'3" W		91.94	
11	$\Delta=7^{\circ}04'08''$	510.00'	62.92'	31.50'
12	S 45°52'55" W		299.72	
13	$\Delta=7^{\circ}20'27''$	490.00'	62.78'	31.43'
14	S 53°13'22" W		116.68	
15	N 81°46'38" W		1426.95	
16	$\Delta=8^{\circ}53'06''$	510.00'	79.09'	39.62'
17	$\Delta=8^{\circ}53'06''$	490.00'	75.99'	38.07'
18	N 81°46'38" W		541.39'	
19	S 18°35'21" W		20.33	
20	S 81°46'38" E		545.05'	
21	$\Delta=8^{\circ}53'06''$	510.00'	79.09'	39.62'
22	$\Delta=8^{\circ}53'06''$	490.00'	75.99'	38.07'
23	S 81°46'38" E		1364.93	
24	N 8°13'22" E		8.77	
25	$\Delta=4^{\circ}07'49''$	1210.00'	87.22'	43.63'
26	N 53°13'22" E		31.60	
27	N 8°13'24" E		38.18	
28	N 53°13'22" E		70.96	
29	$\Delta=7^{\circ}20'27''$	510.00'	65.34'	32.72'
30	N 45°52'55" E		299.72	
31	$\Delta=7^{\circ}04'08''$	490.00'	60.45'	30.27'
32	N 52°57'3" E		91.94	
33	$\Delta=0^{\circ}36'11''$	510.00'	5.37'	2.68'
34	N 44°29'16" E		386.26	
35	$\Delta=6^{\circ}51'54''$	510.00'	61.11'	30.59'
36	$\Delta=20^{\circ}01'43''$	490.00'	171.29'	86.53'
37	$\Delta=9^{\circ}04'57''$	510.00'	80.84'	40.51'
38	N 44°29'16" E		867.19	
39	$\Delta=1^{\circ}24'37''$	510.00'	12.55'	6.28'
40	N 35°52'12" E		666.23	

L:\6575\657506\LEGAL PLAT - PERMANENT EASEMENT.DWG - hinkm - JAN 10, 2008 - 18.24:28

**BESTOR ENGINEERS, INC.**CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940

PREPARED FOR: M.C.W.R.A.

PLAT TO ACCOMPANY DESCRIPTIONSALINAS RIVER DIVERSION FACILITY
PERMANENT PIPELINE EASEMENT

COUNTY OF MONTEREY,

CALIFORNIA

SCALE: 1" = 200'

DATE: 1/10/08

SHEET:

4 OF 4

NO: 6575.06

EXHIBIT B

LEGAL DESCRIPTION
OF A TEMPORARY CONSTRUCTION EASEMENT

That portion of Rancho Las Salinas and the unpatented lands lying northeasterly thereof in the County of Monterey, State of California, being a portion of Parcel "C" as said parcel is shown on map recorded in Volume 19 of Surveys at Page 103, official records of said county, described as follows:

BEGINNING at the most southerly corner of the of the "Salinas River Diversion Facility Parcel" as said parcel is shown on map recorded in Volume 29 of Surveys at Page 47, official records of said county, thence along the southwesterly line of said parcel

- 1) North 22°07'16" West (North 22°07'37" West Record), 266.30 feet to an angle point in said southwesterly line; thence continuing along the southwesterly line of said parcel
- 2) North 54°26'40" West (North 54°27'01" West Record), 156.07 feet to the most westerly corner of said parcel; thence leaving said southwesterly line
- 3) South 45°16'01" West, 300.00 feet; thence
- 4) South 45°31'05" East, 300.42 feet; thence
- 5) South 35°52'12" West, 406.92 feet to the beginning of a curve, concave northwest, having a radius of 470.00 feet; thence
- 6) Southwesterly 73.04 feet along said curve , through a central angle of 08°54'16"; thence
- 7) South 44°46'28" West, 796.07 feet to the beginning of a curve, concave northwest, having a radius of 470.00 feet; thence
- 8) Southwesterly 78.74 feet along said curve , through a central angle of 09°35'55" to the beginning of a reverse curve, concave southeast, having a radius of 530.00 feet; thence
- 9) Southwesterly, 185.27 feet along said curve, through a central angle of 20°01'43" to the beginning of a reverse curve, concave northwest, having a radius of 470.00 feet; thence
- 10) Southwesterly, 76.74 feet along said curve, through a central angle of 09°21'17"; thence
- 11) South 43°41'57" West, 287.38 feet to the beginning of a curve, concave northwest, having a radius of 470.00 feet; thence

EXHIBIT B

- 12) Southwesterly 75.89 feet along said curve , through a central angle of $09^{\circ}15'06''$; thence
- 13) South $52^{\circ}57'03''$ West, 91.94 feet to the beginning of a curve, concave southeast, having a radius of 530.00 feet; thence
- 14) Southwesterly 65.39 feet along said curve , through a central angle of $07^{\circ}04'08''$; thence
- 15) South $45^{\circ}52'55''$ West, 299.72 feet to the beginning of a curve, concave northwest, having a radius of 470.00 feet; thence
- 16) Southwesterly 60.22 feet along said curve , through a central angle of $07^{\circ}20'27''$; thence
- 17) South $53^{\circ}13'22''$ West, 108.39 feet; thence
- 18) North $81^{\circ}46'38''$ West, 1,418.66 feet to the beginning of a curve, concave south, having a radius of 530.00 feet; thence
- 19) Westerly 82.19 feet along said curve , through a central angle of $08^{\circ}53'06''$ to the beginning of a reverse curve, concave north, having a radius of 470.00 feet; thence
- 20) Westerly, 72.89 feet along said curve, through a central angle of $08^{\circ}53'06''$; thence
- 21) North $81^{\circ}46'38''$ West, 537.74 feet; to the easterly line of that certain 101.908 (adjusted area) parcel of land labeled as "APN. 175-011-39" on the map recorded in Volume 17 of Surveys, Page 15, official records of said county ; thence along said easterly line
- 22) South $18^{\circ}35'21''$ West, 61.00 feet to a point on said easterly line that bears North $18^{\circ}35'21''$ East, 2.19 feet along said line from the most southerly corner of said parcel; thence leaving said easterly line
- 23) South $81^{\circ}46'38''$ East, 548.71 feet to the beginning of a curve, concave north, having a radius of 530.00 feet; thence
- 24) Easterly 82.19 feet along said curve , through a central angle of $08^{\circ}53'06''$ to the beginning of a reverse curve, concave south, having a radius of 470.00 feet; thence
- 25) Easterly, 72.89 feet along said curve, through a central angle of $08^{\circ}53'06''$; thence
- 26) South $81^{\circ}46'38''$ East, 1,344.93 feet; thence
- 27) South $08^{\circ}13'22''$ West, 14.28 feet to the southerly line of said Parcel C; thence along said southerly line

EXHIBIT B

28) South $81^{\circ}46'26''$ East, 129.04 feet to an angle point in said southerly line; thence continuing along said southerly line

29) North $44^{\circ}29'17''$ East, 32.87 feet; thence leaving said southerly line

30) North $08^{\circ}13'24''$ East, 37.68 feet; thence

31) North $53^{\circ}13'22''$ East, 62.68 feet to the beginning of a curve, concave northwest, having a radius of 530.00 feet; thence

32) Northeasterly 67.90 feet along said curve, through a central angle of $07^{\circ}20'27''$; thence

33) North $45^{\circ}52'55''$ East, 278.72 feet to the southerly line of said Parcel C; thence along said southerly line

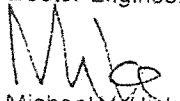
34) North $44^{\circ}29'16''$ East, 2,370.07 feet to the POINT OF BEGINNING.

Containing 8.596 acres, more or less, as shown on the plat attached hereto and made a part hereof.

Bearings listed herein are grid bearings per the California Coordinate System, NAD83 Zone IV (1991.31 epoch). Distances listed herein are grid distances. Ground distances can be obtained by applying the average combined scale factor of 0.999945.

Dated January 10, 2008

Bestor Engineers, Inc.


Michael V. Hink
PLS #8158
Exp. 12/31/08

W.O. 6575.06

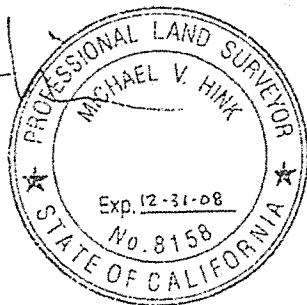


EXHIBIT B



SCALE: 1" = 200'

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

PARCEL C

VOL. 19 SUR PG. 103

SEE SHEET 2

S 44°45'28" W 796.07
N 44°29'16" E 2370.07
(N 44°28'55" E)

Δ=8°54'16"
R=470.00'
L=73.04'

S 35°52'12" W
406.92

S 45°31'05" E
300.42

S 45°16'01" W
300.00

ARMSTRONG RANCHO

PARCEL A
VOL. 7 SUR. PG. 102
DOC # 2003143086

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT
8.596 AC

POINT OF
BEGINNING

N 22°07'16" W
266.30
(N 22°07'37" W)

N 54°26'40" W
156.07
(N 54°27'01" W)

SALINAS RIVER
DIVERSION FACILITY
PARCEL

(5.77 ACRES)

VOL. 29 SUR PG. 47

UNPATENTED LAND NOT INCLUDED
IN EITHER RANCHO

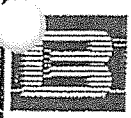
RANCHO

BOLSA POTRERO

SALINAS RIVER

BEARINGS SHOWN IN PARENTHESES ARE
RECORD BEARINGS PER VOL. 29 SUR PG. 47

L:\6575\557506\LEGAL PLAT - TEMPORARY EASEMENT\DWG - 101010 - JAN 10, 2008 - 10:13:59



BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940

PREPARED FOR: M.C.W.R.A.
PLAT TO ACCOMPANY DESCRIPTION
SALINAS RIVER DIVERSION FACILITY
TEMPORARY CONSTRUCTION EASEMENT
COUNTY OF MONTEREY, CALIFORNIA

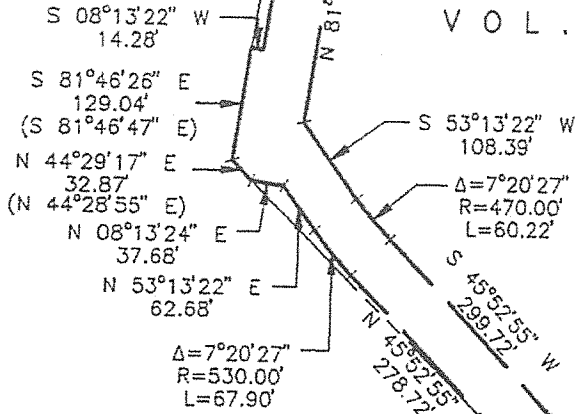
SCALE: 1" = 200'
DATE: 1/10/08
SHEET:
1 OF 3
NO: 6575.06

SEE SHEET 3

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

PARCEL C

VOL. 19 SUR PG. 103

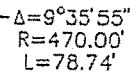
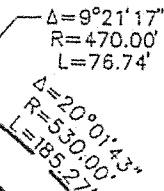
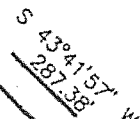
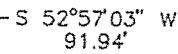
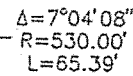


SCALE: 1" = 200'

RANCHO LAS SALINAS

ARMSTRONG RANCH

PARCEL A
VOL. 7 SUR. PG. 102
DOC # 2003143088



SEE SHEET 1

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BESTOR ENGINEERS, INC.
 CIVIL ENGINEERING - SURVEYING - LAND PLANNING
 9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940

PREPARED FOR: M.C.W.R.A.

PLAT TO ACCOMPANY DESCRIPTION
 SALINAS RIVER DIVERSION FACILITY
 TEMPORARY CONSTRUCTION EASEMENT

COUNTY OF MONTEREY,

CALIFORNIA

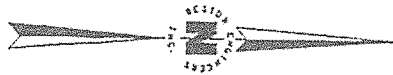
SCALE: 1" = 200'

DATE: 1/10/08

SHEET:

2 OF 3

NO: 6575.06



SCALE: 1" = 200'

EXHIBIT B
MONTEREY REGIONAL WATER
POLLUTION CONTROL AGENCY
VOL. 17 SUR. PG. 15
"APN. 175-011-39"

ARMSTRONG
RANCH

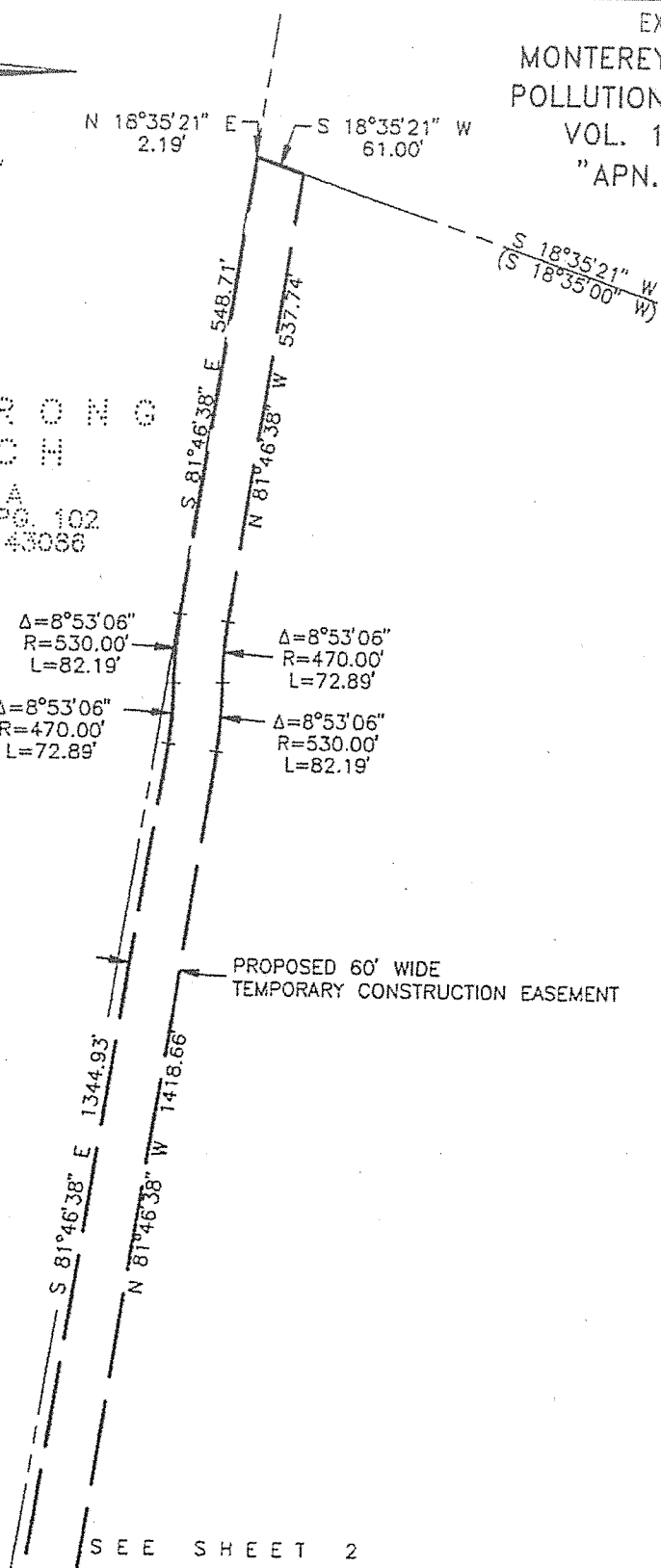
PARCEL A
VOL. 7 SUR. PG. 102
DOC # 2003143066

RANCHO LAS SALINAS

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

PARCEL C

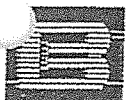
VOL. 19 SUR PG. 103



PROPOSED 60' WIDE
TEMPORARY CONSTRUCTION EASEMENT

SEE SHEET 2

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BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
6701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93640

PREPARED FOR: M.C.W.R.A.

PLAT TO ACCOMPANY DESCRIPTION
SALINAS RIVER DIVERSION FACILITY
TEMPORARY CONSTRUCTION EASEMENT

COUNTY OF MONTEREY,

CALIFORNIA

SCALE: 1" = 200'

DATE: 1/10/08

SHEET:

3 OF 3

WC: 6575.05

EXHIBIT C

Extending 3,220 lineal feet, at a width of 12 feet, for a total land area of 0.89 acres along the north side of the bank, from the paved levee road as shown on Attachment C.1 hereto and made a part hereof.

