

Attachment B

Project: Pure Water Monterey – Injection Well Facilities Expansion
Agency: Monterey One Water (M1W)
Parcels: APN 031-011-066, APN 031-011-062

GRANT AND PURCHASE OF EASEMENTS
AND ESCROW INSTRUCTIONS AGREEMENT

Chicago Title Company
250 Bonifacio Place
Monterey, CA 93940

(“Escrow Holder”)

This Agreement for Grant and Purchase of Easement and Escrow Instructions (“Agreement”) is entered into as of the last date opposite the respective signatures below (“Effective Date”) by and between Monterey One Water, a California Joint Powers Authority (“M1W” or “Grantee”) and the County of Monterey, a political subdivision of the State of California (“County” or “Grantor”). M1W and the County are sometimes referred to herein individually as a “party” and collectively as “parties.”

Recitals

A. M1W desires to acquire an easement over a portion of County’s real property (‘Parcels,’ APN 031-011-066, APN 031-011-062), in connection with the Injection Well Facilities Expansion Project, a part of M1W’s Pure Water Monterey (PWM) program, for construction of a pipeline and related appurtenances (“Pipeline”) for conveyance of purified water from the Blackhorse Reservoir to M1W’s PWM Injection Wells. M1W has determined that the most suitable location for the Pipeline includes a portion of the Parcels. County is prepared to grant an Easement Deed and a Temporary Construction Easement (collectively “Easements”) to M1W to enable such use.

B. M1W and County desire to enter into this Agreement to allow use of the Parcels, by approving an easement deed and temporary construction easement

deed providing that M1W shall have the right to construct, install, and maintain the Pipeline within the Easement.

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

1. AGREEMENT TO PURCHASE AND SELL

1.01. The recitals set forth in the foregoing are hereby incorporated into this Agreement.

1.02. County hereby agrees to grant M1W and M1W hereby agrees to purchase from County, Easements, located in the County of Monterey, California, as set forth in the Easement Deed and Temporary Construction Easement Deed substantially in the form and content as set forth in Exhibit "1" and Exhibit "2" respectively, attached hereto and incorporated by this reference, providing for (1) an easement to construct, operate and maintain the Pipeline within the Parcels, described and set out in the Easement Deed; and (2) temporary use of County's property in connection with construction of the Pipeline as set forth in the Temporary Construction Easement Deed.

2. DELIVERY OF DOCUMENT

2.01. The Easements will be executed and delivered by County at Closing, as defined in Section 8 hereof, to Chicago Title Company, Monterey, California, Escrow Holder for the parties for the purpose of granting the Easements to M1W.

3. PURCHASE PRICE

3.01 The full purchase price for items (1) and (2), described above in subsection 1.02, to be paid by the M1W is \$10,399.00 the "Purchase Price." The Purchase Price will be paid by M1W to County, at the County's option, by cashier's or certified check or by wire transfer of immediately available funds at the time of Closing.

4. TITLE

4.01 At Closing, County will deliver title to the Easements to M1W, and said title shall be subject only to those restrictions and reservations set forth in the Easements, this Agreement, and the exceptions shown in the preliminary title report for the property containing Easements dated as of April 12, 2023, as provided by Chicago Title Company (“Title Company”) or disclosed in any visual inspection of said property by Title Company.

4.02 At Closing, M1W shall pay the following Closing costs: all escrow fees; the cost of obtaining a title insurance policy, and extended coverage and any additional title coverage or endorsements which County may desire; the cost of any documentary transfer tax, if any; the cost of any document preparation; the amount required to reimburse the County for County’s cost to obtain or review the appraisal; the amount required to reimburse the County for County’s cost to obtain or review a preliminary title report; and the cost of a title policy.

4.03 No recording fees will be payable with respect to the recording of the Easements, pursuant to Government Code Section 27383.

4.04 The parties acknowledge that because M1W is a public entity, the easement interest granted will not be subject to real property taxation.

5. REPRESENTATIONS AND WARRANTIES

5.01 County is granting the Easement “AS IS,” with all faults, but represents and warrants to M1W as follows:

(a) County has full power and authority to grant the Easement as provided in this Agreement, and this Agreement is binding and enforceable against County.

(b) To County’s actual knowledge County has not caused any Hazardous Materials to be placed or disposed of on or at the Easement property or any part thereof in any manner or quantity which would constitute a violation of Environmental Law as defined in subsection 5.01 (b)(ii), nor has County received any written notice or any information of any nature which imparted notice that such property is in violation of Environmental Law. As noted herein:

(i) The term “Hazardous Materials” means “hazardous waste,” “hazardous substance,” “extremely hazardous waste,” or “restricted hazardous waste” under any provision of California law; petroleum; asbestos; polychlorinated biphenyl; radioactive material; designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 *et seq.* (33 U.S.C. Sec 1317); defined as a “hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.* (42 U.S.C. Sec. 6903; or defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 *et seq.* (42 U.S.C. Sec. 9601); and

(ii) the term “Environmental Laws” shall mean all statutes specifically described in the definition of “Hazardous Materials” and associated federal, state or local laws, regulations or orders relating to or imposing liability or standards of conduct concerning any Hazardous Material.

5.02 Except as expressly set forth in this Agreement, M1W is relying upon no warranties, express or implied, oral or written, from County regarding the Easement property and, upon Close of Escrow, M1W will have accepted said property as-is, with all faults. M1W represents and warrants to County as follows:

(a) Neither the execution and delivery of this Agreement by M1W nor the consummation of the transaction contemplated hereby will result in any breach or violation or of default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which M1W is a party.

(b) M1W has full power and authority to execute this Agreement and purchase the easement as provided for in this Agreement, and this Agreement is binding and enforceable against M1W.

5.03 M1W acknowledges and agrees that, except as otherwise specifically provided herein, County has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to any of the following:

(i) Value.

(ii) Income to be derived from the Easement property.

(iii) The nature, quality or condition of said property, including without limitation, the water, soil and geology.

(iv) Compliance with or by said property or its operations with any laws, rules, ordinances or regulations of any applicable governmental authority or body.

(v) Compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including but not limited to, California Health and Safety Code, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act, The U.S. Environmental Protection Agency regulations at 40 C.F.R., part 261, the Comprehensive Environmental Response Conservation and Recovery Act of 1976, the Clean Water Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, and regulations promulgated under any of the forgoing.

(vi) The presence or absence of hazardous materials at, on, under, or adjacent to said property.

(vii) The content, completeness or accuracy of any due diligence materials delivered by County to M1W or preliminary report regarding title.

(viii) Deficiency of any under shoring or support.

(ix) The fact that all or a portion of said property may be located on or near an earthquake fault line or a flood zone.

(x) With respect to any other matter.

5.04 M1W further acknowledges and agrees that it has or will have been given the opportunity to inspect the Easement property and review information

and documentation affecting said property, and that, except for County's express representations and warranties contained herein, M1W is relying solely on its own investigation of said property and review of such information and documentation, and not on any information provided or to be provided by County. M1W further acknowledges and agrees that any information made available by M1W or provided or to be provided by or on behalf of County with respect to said property was obtained from a variety of sources and that County has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. M1W agrees to fully and irrevocably release all such sources of information and the preparers of information and documentation affecting said property which were retained by County from any and all claims that they may now have or hereafter acquire against such sources and preparers of information for any costs, loss, liability, damage, expense, demand, action or cause of action arising from such information or documentation. Except for County's express representations and warranties contained in subsection 5.01 above, County is not liable or bound in any manner by any oral or written statements, representations or information pertaining to said property, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person. M1W further acknowledges and agrees that to the maximum extent permitted by law, except for County's express representations and warranties contained in subsection 5.01 above, the grant and purchase of the Easement property as provided for herein is made on an "AS IS" condition and basis with all faults, and that County has no obligations to make repairs, replacements, or improvements except as may otherwise be expressly stated herein. M1W represents, warrants, and covenants to County that, except for County's express representations and warranties specified in this Agreement, M1W is relying solely upon M1W's own investigation of said property.

5.05 With respect to the waivers and releases set forth in subsection 5.04 above, M1W expressly waives any of its rights granted under California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

6. UTILITIES

6.01 The County shall make available to M1W maps in its possession showing the location of sewer, water, electrical, gas and telephone and any other utility lines located adjacent to or near the Easement property. Notwithstanding the foregoing, M1W shall be solely responsible for identifying and protecting all underground utilities and arranging for the delivery and paying for all utilities required on said property. M1W shall be responsible to provide and pay for utility connection equipment, meters and any fees required. The County cannot and does not guarantee that there will be no interruption of service to utility services delivered over County's lands and M1W hereby waives any rights or claims it may have resulting from temporary interruptions of service. To the extent it has knowledge, County will provide notice of any work scheduled which may interrupt the utility service to said property. Prior to any scheduled interruption of the utility services delivered to County's land by M1W as a result of M1W's activities, M1W shall provide County an advance written notice a minimum of five (5) business days prior to the scheduled utility service interruption.

6.02 It shall be the responsibility of the M1W to contact, consult and comply with any regulation applicable to M1W's activities on the Easement property which are now or may be promulgated by a local public agency or private utility provider or regulator having jurisdiction over activities or utility services, including, but not limited to the County of Monterey, Regional Water Quality Control Board, State Water Resources Control Board, Monterey Bay Unified Air Pollution Control District, Pacific Gas & Electric Company, and the Marina Coast Water District.

7. OTHER USE OF PROPERTY BY M1W

7.01 M1W shall not use or knowingly allow others to use the Easement property in a manner inconsistent with the description of use and activity in this Agreement, the Easement Deed, and the Temporary Construction Easement Deed. Any other use or activity is prohibited. This Agreement authorizes County to enforce these covenants in the manner described herein. M1W shall restore the condition of said property located within the Easement property prior to the end of the term of the Temporary Construction Easement. However, unless otherwise specified, nothing in this Agreement shall require M1W to take any

action to restore the condition of said property after any Act of God or other event over which it has no control. M1W understands that nothing in this Agreement relieves it of any obligation or restriction on the use of said property imposed by law.

7.02 Where M1W is required to obtain County's permission or approval for the use of the Easements consistent with the Easement Deed and Temporary Construction Easement Deed, said permission or approval (i) shall not be unreasonably delayed or withheld by County, (ii) shall be sought and given in writing, and (iii) shall in all cases be obtained by M1W prior to M1W's taking any such action.

7.03 County may take all actions that it deems necessary to ensure compliance with the terms, conditions, covenants, and purposes of this Agreement. If County finds what it believes is a violation, it shall give M1W written notice of the violation and 30 days to correct it. Thereafter, the County may at its discretion take appropriate legal action to ensure compliance with the terms, conditions, covenants, and purposes of this Agreement. If a court with jurisdiction determines that a violation may exist or has occurred, County may obtain an injunction, specific performance, or any other appropriate equitable or legal remedy. A court may also issue an injunction requiring M1W to restore the Easement property to its condition prior to the violation. In any case where a court finds that a violation has occurred, M1W shall reimburse County for all its expenses incurred in stopping and correcting the violation. The prevailing party shall be entitled to attorney's fees as provided in Section 10. The failure of County to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. County's remedies under this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. CLOSING

8.01 Closing Date. The consummation of the grant and purchase of Easements will be held at the offices of the Title Company, on or before 30 days after the Effective Date of this Agreement, or later if agreed to in writing by the parties. The performance by parties of their respective obligations under this Agreement directly or through the completion of Escrow deposits required of

them to be made, delivery of the Purchase Price to County by Escrow Holder after recording of the Easements upon title insurer's commitment to issue title policy to M1W and delivery of possession of the Easement property to M1W shall constitute the closing of the grant and purchase ("Closing Day").

8.02 County's Deposits into Escrow. Prior to Closing, County must deposit all the following documents and items into Escrow:

(i) Duly executed Easement Deed in the form attached as Exhibit 1.

(ii) Duly executed Temporary Construction Easement Deed in the form attached as Exhibit 2.

(ii) An affidavit substantially in the form attached as Exhibit 3 (Non-Foreign Certificate) stating that County is not a "foreign person under IRC Section 1445(f)(3).

(iii) Such other documents as may reasonably be required to complete the Closing, including a document certifying to Escrow Holder that all acts or legal conditions precedent necessary to be taken or performed by County to authorize execution of the documents have been taken or performed.

8.03 M1W's Deposits into Escrow. Prior to Closing, M1W must deposit all the following into escrow:

(i) A bank cashier's or certified check, or wire transfer, to County in an amount equal to the Purchase Price.

(ii) M1W's obligation for closing costs as described in subsection 4.02.

(iii) Duly executed Easement Deed and Temporary Construction Easement Deed which shall also be signed by County as provided in subsection 8.02(i) above.

(iv) Such other documents as may reasonably be required to complete the Closing, including a document certifying to the escrow holder that

all acts or legal conditions precedent necessary to be taken or performed by M1W to authorize execution of the documents have been taken or performed.

8.04 Pro-ration of Taxes. All real and personal property *ad valorem* taxes and special assessments, if any, will be prorated to the Closing Date, based on the latest available tax rate and assessed valuation.

8.05 Closing Costs. M1W shall pay costs incurred in this transaction as provided in subsection 4.02 hereof.

8.06 Closing. Pursuant to Section 4 hereof, Title Company shall close Escrow by doing all of the following:

(i) Recording the Easement Deed and Temporary Construction Easement Deed in the Official Records of the Monterey County Recorder.

(ii) Delivering to County the amount due County as shown on the closing statement for the Escrow consistent with this Agreement and satisfactory to County and M1W (“Closing Statement”) and a signed original of County’s Closing Statement.

(iii) Delivering to M1W a signed original of M1W’s Closing Statement and any refund due to M1W.

8.07 Possession. County shall provide and deliver access and possession of the Easement property to M1W on the Closing Date.

9. REPRESENTATIONS AND WARRANTIES

9.01 Representations and Warranties of County. County represents and warrants to M1W as of the date of this Agreement and the Closing Date, as follows:

(i) Organization, Qualification and Corporate Power. County is a political subdivision of the State of California. County has the full power and authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement by County has or will be duly and validly

authorized by all necessary action on the part of County. This Agreement is a legal, valid and binding obligation of County enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws and subject to general principles of equity.

9.02 Representations and Warranties of M1W. M1W represents and warrants to County as of the date of this Agreement and the Closing date, as follows:

(i) Authority. This Agreement and all documents executed by M1W which are to be delivered to County at the Closing are, or at the time of Closing will be, duly authorized, executed and delivered by M1W, and are, or at the Closing will be, legal, valid, and binding obligations of M1W, and do not, and at the time of Closing will not, violate any provisions of any agreements to which M1W is a party or to which it is subject of any law, judgment or order applicable to M1W.

10. ATTORNEY'S FEES

10.01 In the event of any dispute between the parties in any way related to this Agreement, the prevailing party shall be entitled to, in addition to all expenses, costs or damages, reasonable attorney's fees whether or not the dispute is litigated or prosecuted to final judgment. The prevailing party will be that party who is awarded judgment, including specific performance or injunctive relief, as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

11. GOVERNING LAW

11.01 This Agreement is entered into and shall be governed and construed in accordance with the laws of the State of California. Any action to enforce this Agreement shall be filed with the Superior Court of the County of Monterey.

12. WAIVER OF DEFAULT

12.01 Any waiver by either party of a default of this Agreement arising out of the breach of any of the covenants, conditions, or restrictions of this

Agreement shall not be construed or held to be a waiver of any succeeding or preceding default arising out of a breach of the same or any other covenant, condition, or restriction of this Agreement.

13. COUNTERPARTS

13.01 This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument and is intended to be binding when each party has delivered signatures to the other party. Signatures may be delivered by facsimile transmission. All counterparts shall be deemed an original of this Agreement.

14. NOTICE

14.01 All notices, demands, requests, or other communications that may be or are required to be given, served, or sent by one party to the other party pursuant to this Agreement shall be in writing and shall be delivered in person, mailed by registered or certified mail, return receipt requested, or delivered by a commercial courier guaranteeing overnight delivery, addressed as follows:

If to County: County of Monterey
Public Works, Facilities and Parks
c/o Real Property Specialist
1441 Schilling Place, South Bldg., 2nd Floor
Salinas, California 93901
Phone: 831-755-4859
Email: salcidog@co.monterey.ca.us

If to M1W: Monterey One Water
Attn: General Manager
5 Harris Court, Bldg. D
Monterey, California 93940

15. SUCCESSORS AND ASSIGNS

15.01 This Agreement and the rights, interests, and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

16. AMENDMENT OR MODIFICATION

16.01 This Agreement may be amended, altered or modified only by a writing specifying such amendment, alteration or modification, executed by authorized representatives of the parties hereto.

17. COVENANT AND CONDITION

17.01 Each term and condition of this Agreement performable by the parties to this Agreement shall be construed to be both a covenant and condition.

18. TIME

18.01. Time is and shall be of the essence for each term and provision of this Agreement.

19. FURTHER ACTIONS

19.01 Each of the parties agrees to execute and deliver to the other all such documents and instruments, and to take such actions, as may reasonably be required to give effect to the terms and conditions of this Agreement.

20. INTERPRETATION

20.01 This Agreement has been negotiated by and between the representatives of both parties. Accordingly, any rule of law (including California Civil Code, Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes and intent of the parties as indicated in the recitals to this Grant and Purchase of Easement for M1W to acquire an easement over a portion of County's real property ('Parcels,' APN 031-011-066, APN 031-011-062), in connection with the Injection Well Facilities Expansion

Project for construction of a Pipeline for conveyance of purified water from the Blackhorse Reservoir to M1W's PWM Injection Wells.

21. CAPTIONS

21.01 Titles or captions of sections and subsections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of it.

22. SEVERABILITY

22.01 If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

23. BUSINESS DAYS

23.01 Except as may otherwise be provided in this Agreement, if any date specified herein for commencement or expiration of time periods occurs on a day other than a Business Day (defined as any day other than a Saturday, Sunday or holiday observed by national banks), then such date shall be postponed to the following Business Day.

24. ASSIGNMENT

24.01 M1W may not assign any of its rights under this Agreement.

25. CONSENT TO USE OF ELECTRONIC SIGNATURES

25.01 The parties to this Amendment consent to the use of electronic signatures via DocuSign to execute this Amendment. 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 Amendment hereby

authenticate and execute this Amendment and any and all Exhibits to this Amendment, 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.

26. ENTIRE AGREEMENT

26.01 This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof except as may be set forth in writing executed by both parties contemporaneously with, or subsequent to this Agreement. The performance of this Agreement constitutes the entire consideration for the easement interest described herein.

27. COUNTERPARTS

27.01 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Signature Page Below

In witness whereof, the parties have executed this Agreement as of the last date opposite the respective signatures below.

M1W:

COUNTY:

Monterey One Water

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

By: _____
Paul Sciuto, General Manager

By: _____
Randell Ishii, Director, Public Works, Facilities, and Parks

Date: _____

Date: _____

Approved as to Form:
Monterey One Water

Approved as to Form:
Office of the County Counsel
Leslie J. Girard, County Counsel

James Gilpin,
Monterey One Water Legal Counsel

Mary Grace Perry,
Deputy County Counsel

Date: _____

Date: _____

Approved as to Fiscal Provisions:
Rupa Shah, Auditor-Controller

Name: _____

Title: _____

Date: _____

Exhibit "1"

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

Monterey One Water
Attn: General Manager
5 Harris Court, Building D
Monterey, CA 93940

Exempt from Recording Fees: Gov. Code 27383
Documentary Transfer Tax: \$0.00;
No documentary transfer tax due:
(R&T Code §11922) Conveyance to government entity

APNs: 031-011-066, 031-011-062

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

EASEMENT DEED (NON-EXCLUSIVE)

A. Grantor, County of Monterey, a political subdivision of the State of California (hereafter, "County" or "Grantor"), is the owner of the real property situated in the County of Monterey, California, described as Parcels "H" and "I" as said parcels are shown on the map filed for record in Volume 32 of Surveys at Page 60 in the office of the County Recorder of said County, TOGETHER WITH Parcel "C" as said parcel is shown on the map filed for record in Volume 30 of Surveys at Page 41 in the office of the County Recorder of said County (hereinafter collectively the "Grantor Property"); and

B. Grantor wishes to grant to Grantee a permanent non-exclusive easement (Easement) to construct, operate and maintain the Injection Well Facilities Expansion Pipeline and related appurtenances (Pipeline) upon that portion of the Property described below.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor, hereby grants to Monterey One Water, a California Joint Powers Authority ("M1W"), a non-exclusive easement and right for the express purpose of constructing and maintaining the Pipeline on that real property situated in the unincorporated area of the County of Monterey, California, described as follows:

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

The Easement area is depicted on the diagram attached as Exhibit B and incorporated by this reference.

This Easement is granted upon the "County of Monterey Easement, General Provisions", attached as Exhibit C and incorporated by this reference.

Signature Pages Follow

GRANTOR

County of Monterey,

a political subdivision of the State of California

Dated: _____

By: _____

Randell Ishii, MS, PE, TE, PTOE
Director, Public Works, Facilities and Parks

APPROVED AS TO FORM:

Office of the County Counsel

Leslie J, Girard, County Counsel

Dated: _____

By: _____

Mary Grace Perry, Deputy County Counsel

GRANTEE

Monterey One Water,

a California Joint Powers Authority

Date: _____

By: _____

Paul A. Sciuto, General Manager

APPROVED AS TO FORM:

Dated: _____

By: _____

James Gilpin, MIW Legal Counsel

A notary 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 _____, 2023 before me, _____, personally appeared Randell Ishii, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the 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 _____

[Seal]

A notary 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 _____, 2023 before me, _____, personally appeared Paul A. Sciuto, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the 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 _____

[Seal]

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY THAT the interest in real property conveyed by this instrument from Grantor to Monterey One Water (formerly Monterey Regional Water Pollution Control Agency), a California joint powers authority, is hereby accepted by the undersigned pursuant to the authority conferred by Resolution No. 87-13 of the Board of Directors of the Monterey Regional Water Pollution Control Agency adopted on July 27, 1987, and consent is hereby given for the recordation of said instrument.

Dated: _____

By: _____
Paul A. Sciuto, General Manager
Monterey One Water

A notary 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 _____, 2023 before me, _____, personally appeared Paul A. Sciuto, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the 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 _____

[Seal]

**LEGAL DESCRIPTION
PURE WATER MONTEREY EXPANSION
LAND FOR A PIPELINE – COUNTY OF MONTEREY**

Certain real property situate in the County of Monterey, State of California, being a portion of Parcel "C" as said parcel is shown on the map filed for record in Volume 30 of Surveys at Page 41 in the office of the County Recorder of said County and portions of Parcels "H" and "I" as said parcels are shown on the map filed for record in Volume 32 of Surveys, at Page 60 in the office of the County Recorder of said County, described as follows:

A 20-foot wide strip of land lying 10 feet on each side of the following described centerline:

Beginning at a point along the southeasterly boundary of Parcel "T" as said parcel is shown on said map filed for record in Volume 30 of Surveys at Page 41, said point bears South 67°55'04" West, 33.16 feet from the southeasterly most corner of said Parcel T (said corner being also the most easterly corner of Parcel "A" as said parcel is shown on the map filed for record in Volume 29 of Surveys at Page 106 in the office of the County Recorder of said County); thence running parallel and 25.00 feet distant northwesterly from the southeasterly boundary of said Parcel "T"

- 1) North 18°59'46" East, 34.05 feet; thence departing said parallel line
- 2) North 67°52'06" East, 825.30 feet (at 33.15 feet departing said Parcel "T" and entering said Parcel "C" as shown on the map filed for record in Volume 30 of Surveys at Page 41); thence
- 3) North 68°06'14" East, 369.82 feet; thence
- 4) North 68°44'53" East, 194.63 feet; thence
- 5) North 66°27'40" East, 84.69 feet; thence
- 6) North 34°18'30" West 42.65 feet (at 19.56 feet departing said Parcel "C" and entering said Parcel "H" as shown on the map filed for record in Volume 32 of Surveys at Page 60); thence
- 7) North 53°02'34" West, 116.64 feet; thence
- 8) North 53°36'49" West, 57.20 feet; thence
- 9) North 54°44'17" West, 73.50 feet; thence
- 10) North 59°19'37" West, 45.36 feet; thence
- 11) North 64°19'18" West, 58.90 feet; thence
- 12) North 64°45'12" West, 45.16 feet; thence
- 13) North 67°55'13" West, 104.57 feet; thence
- 14) North 66°12'32" West, 51.85 feet; thence
- 15) North 65°05'37" West, 100.80 feet; thence
- 16) North 59°48'54" West, 108.86 feet; thence
- 17) North 59°17'41" West, 68.05 feet; thence
- 18) North 60°49'28" West, 55.75 feet; thence
- 19) North 67°28'34" West, 48.65 feet; thence
- 20) North 72°31'17" West, 87.88 feet; thence

- 21) North 73°13'21" West, 72.80 feet (at 48.11 feet departing said Parcel "H" and entering Parcel "G" as shown on said map filed for record in Volume 32 of Surveys at Page 60); thence
- 22) North 67°46'07" West, 140.00 feet; thence
- 23) North 74°39'03" West, 92.91 feet; thence
- 24) North 70°10'22" West, 123.67 feet; thence
- 25) North 69°03'33" West, 113.32 feet; thence
- 26) North 69°15'03" West, 81.66 feet; thence
- 27) North 73°35'29" West, 92.76 feet; thence
- 28) North 77°24'03" West, 63.06 feet; thence
- 29) North 78°44'49" West, 67.64 feet; thence
- 30) North 73°46'26" West, 64.18 feet; thence
- 31) North 67°18'38" West, 87.20 feet; thence
- 32) North 66°32'40" West, 128.93 feet; thence
- 33) North 67°11'22" West, 139.66 feet; thence
- 34) South 83°15'20" West, 158.16 feet (at 30.90 feet departing said Parcel "G" and entering the Parcel designated "SEASIDE IV-A" as shown on the map filed for record in Volume 23 of Surveys at Page 99 in the office of the County Recorder of said County; thence
- 35) North 84°52'28" West, 55.53 feet; thence
- 36) North 66°06'40" West, 81.52 feet (at 24.77 feet departing said Parcel "SEASIDE IV-A" and entering Parcel 3 as shown on the map filed for record in Volume 28 of Surveys at Page 133 in the office of the County Recorder of said County); thence
- 37) North 57°12'44" West, 26.88 feet; thence
- 38) North 53°55'51" West, 41.97 feet; thence
- 39) North 44°20'53" West, 22.80 feet (at 1.38 feet departing said Parcel 3 and re-entering said Parcel "SEASIDE IV-A"); thence
- 40) North 13°18'10" West, 100.68 feet; thence
- 41) North 05°27'17" East, 4.84 feet to the terminus of said strip.

EXCEPTING THEREFROM those portions of said strip lying within aforesaid Parcels "T" and "G", Volume 30 of Surveys at Page 41, Parcel "Seaside IV-A", Volume 23 of Surveys at Page 99, and Parcel 3, Volume 28 of Surveys at Page 133.

The sidelines at the beginning of said strip are to be extended or shortened so as to terminate on the southeasterly boundary of said Parcel T.

Containing 1.173 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3647

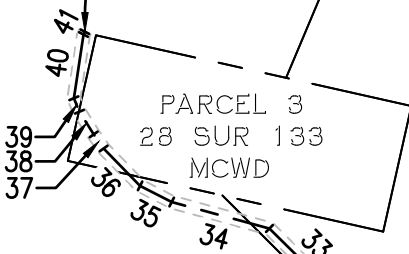
X/XX/XXXX
DATE



300 0 300

SCALE: 1" = 300'

TERMINUS OF
DESCRIBED
CENTERLINE



PARCEL 3
28 SUR 133
MCWD

PARCEL G
VOL.32 SUR. PG.60
CITY OF SEASIDE

PORTION TO BE
DESCRIBED
SEPARATELY

PARCEL I
32 SUR 60
COUNTY OF
MONTEREY

DESCRIBED PORTION
OF 20'-WIDE STRIP

PARCEL H
VOL.32 SUR. PG.60
COUNTY OF MONTEREY

PARCEL T
VOL.32 SUR. PG.60
CITY OF SEASIDE

PORTION TO BE
DESCRIBED
SEPARATELY

POINT OF BEGINNING
OF CENTERLINE OF
DESCRIBED STRIP

CITY OF SEASIDE
MONTEREY COUNTY

"PLANT RESERVE #3"
VOL.30 SUR. PG.41
MONTEREY PENINSULA COLLEGE

PARCEL C, VOL.30 SUR. PG.41
COUNTY OF MONTEREY

EUCALYPTUS

ROAD

S67°55'04"W
33.17'(TIE)

SE CORNER OF
PARCEL T,
32-SUR-60

DESCRIBED
CENTERLINE

PARCEL A
VOL.30 SUR. PG.41
MONTEREY PENINSULA COLLEGE

PARCEL 1, VOL.29 SUR. PG.103
MONTEREY PENINSULA COLLEGE

SEE PAGE 2 FOR COURSE TABLE

PLAT TO ACCOMPANY DESCRIPTION OF LAND FOR A PIPELINE

COUNTY OF MONTEREY, CALIFORNIA

DECEMBER 1, 2021

PAGE 1 OF 2



Whitson
ENGINEERS

Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

T:\Monterey Projects\3647 - MRWPCA Injection Well\SURVEY\LEGAL DESC\Expansion - Blackhorse Pipeline Plat.dwg

LINE TABLE		
LINE	DIRECTION	LENGTH
1	N18°59'46"E	34.05'
2	N67°52'06"E	825.31'
3	N68°06'14"E	369.82'
4	N68°44'53"E	194.63'
5	N66°27'40"E	84.69'
6	N34°18'30"W	42.65'
7	N53°02'34"W	116.64'
8	N53°36'49"W	57.20'
9	N54°44'17"W	73.50'
10	N59°19'37"W	45.36'
11	N64°19'18"W	58.90'
12	N64°45'12"W	45.16'
13	N67°55'13"W	104.57'
14	N66°12'32"W	51.85'
15	N65°05'37"W	100.80'
16	N59°48'54"W	108.86'
17	N59°17'41"W	68.05'
18	N60°49'28"W	55.75'
19	N67°28'34"W	48.65'
20	N72°31'17"W	87.88'
21	N73°13'21"W	72.80'

LINE TABLE		
LINE	DIRECTION	LENGTH
22	N67°46'07"W	140.00'
23	N74°39'03"W	92.91'
24	N70°10'22"W	123.67'
25	N69°03'33"W	113.32'
26	N69°15'03"W	81.66'
27	N73°35'29"W	92.76'
28	N77°24'03"W	63.06'
29	N78°44'49"W	67.64'
30	N73°46'26"W	64.18'
31	N67°18'38"W	87.20'
32	N66°32'40"W	128.93'
33	N67°11'22"W	139.66'
34	S83°15'20"W	158.16'
35	N84°52'28"W	55.53'
36	N66°06'40"W	81.53'
37	N57°12'44"W	26.88'
38	N53°55'51"W	41.97'
39	N44°20'53"W	22.81'
40	N13°18'10"W	100.67'
41	N5°27'17"E	4.84'

PLAT TO ACCOMPANY DESCRIPTION OF LAND FOR A PIPELINE

CITY OF SEASIDE / COUNTY OF MONTEREY, CALIFORNIA

DECEMBER 1, 2021

PAGE 2 OF 2



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

Exhibit C
County of Monterey
Easement, General Provisions

County of Monterey (County) by this easement (Easement) hereby grants to Monterey One Water (M1W) permission to enter upon County's property, conditioned upon the agreement of the Parties that this Easement is subject to the following terms and conditions:

1. Easement Subject to Laws and Regulatory County Permits: This Easement is expressly conditioned upon M1W's obtaining all regulatory permits or approvals required by the relevant regulatory agencies for the Project and M1W's use of the Property, and upon M1W's compliance with all applicable municipal, state and federal laws, rules and regulations.

Prior to commencement of any work, M1W shall obtain all such legally required permits or approvals and, upon request, submit to the Agency full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation as applicable.

2. Consideration: M1W agrees to pay County the sum of Five Thousand, Four Hundred and Ninety-three 00/100 Dollars (\$ 5,493) as consideration for the rights granted by this Easement. Payment is due within thirty (30) days of Grantor's execution of this Easement.

3. Easement Subject to Existing Claims: This Easement is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Property.

4. Waiver of Claims and Indemnity: M1W waives all claims against County, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property, the issuance, exercise, use or implementation of this Easement, and/or the rights herein granted. M1W further agrees to protect, save, hold harmless, indemnify and defend County, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by County, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this Easement, exercise by M1W of the rights herein granted, M1W's use of the Property and/or the Project for which this Easement is granted, except those arising out of the sole active negligence or willful misconduct of County. M1W will further cause such indemnification and waiver of claims in favor of County to be inserted in each contract that M1W executes for the provision of services in connection with the Project for which this Easement is granted.

5. Contractors: M1W shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. M1W shall be responsible for ensuring contractor and subcontractor compliance with the terms and conditions contained herein.

6. Insurance Requirements: M1W shall obtain and continuously maintain either commercial insurance or permissible self-insurance approved by the Office of the County Counsel-Risk Management Division, naming the County of Monterey as additional insured. As used in this Section 6, "CONTRACTOR" shall either mean M1W or its Contractors, General Contractors and/or their respective Subcontractors (collectively, "Contractors") according to the context. As a condition of this Grant of Easement and in connection with M1W's indemnification and waiver of claims contained herein, M1W shall maintain, and cause its Contractors to maintain, a policy or policies of insurance as follows:

6.1 Evidence of Coverage:

Prior to use and/or occupation of the Easement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier or permissible self-insurance authority shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the County's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all coverage required, and such coverage has been approved by the County. This approval of coverage shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverages, except surety, and except coverage through permissible self-insurance, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be either (1) a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California, or (2) permissible self-insurer. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

*Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99**.*

Prior to use and/or occupation of the Easement, CONTRACTOR shall file certificates of insurance with the County's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

7. Reservation of Rights: County reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with M1W's rights herein.

8. Conditions of Access: M1W has the right of ingress to and egress from said Easement over and across adjacent County lands by such route or routes as shall occasion the least practicable damage and inconvenience to County. Access to the Property shall be limited to the access designated by County.

9. Notice of Work: Any required notices to County shall be sent to the County contact named below. At least twenty-four (24) hours prior to any entry upon the Property for the purposes of construction or significant repair, M1W shall provide the County contact[s] named below with written notice of M1W's intent to enter

the Property. M1W shall also notify the County contact[s] listed below in writing at least twenty-four (24) hours prior to cessation or completion of work. Should County personnel need to contact M1W, County shall notify M1W's contact person listed below:

M1W CONTACT:

Contact: Paul A. Sciuto
General Manager
Address: 5 Harris Court, Building D
Monterey, California 93940
Telephone: (831) 372-3367
Fax: (831) 372-6178

COUNTY CONTACT:

Contact: George K. Salcido
Real Property Specialist
Address: 1441 Schilling Place, 2nd Floor - South
Salinas, California 93901
Telephone: (831) 755-4859
Fax: (831) 757-9516

10. Limits of Work: In no event shall this M1W authorize uses, structures or work in excess or contrary to the terms and conditions of any regulatory agency permit or approval.

11. Compliance with Monitoring and Mitigation Measures: M1W shall implement and maintain those monitoring and mitigation measures relating to the construction of the Pipeline, as identified in Supplemental Environmental Impact Report, certified on April 26, 2021, by the M1W Board of Directors.

M1W's activities conducted under this Grant of Easement Agreement shall comply with all State and Federal environmental laws, including, but not limited to, NEPA, the Endangered Species Act, and CEQA.

12. Assignment: This Easement shall not be assigned, mortgaged, hypothecated, or transferred by M1W, whether voluntarily or involuntarily or by operation of law, nor shall M1W let, sublet or grant any license or permit with respect to the use and occupancy of the Property or any portion thereof, without the prior written consent of County.

13. Commencement of Work: If M1W fails to commence construction of the project within the easement described herein before four years after the date of the recording of this document with the County Recorder, County of Monterey, 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, M1W shall, upon written request of County, execute and deliver a quitclaim to County for said easements and right of way as a matter of record.

[End of Easement, General Conditions]

Exhibit "2"

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

Monterey One Water
Attn: General Manager
5 Harris Court, Building D
Monterey, CA 93940

Exempt from Recording Fees: Gov. Code 27383
Documentary Transfer Tax: \$0.00;
No documentary transfer tax due:
(R&T Code §11922) Conveyance to government entity

APNs: 031-011-066, 031-011-062

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TEMPORARY CONSTRUCTION EASEMENT DEED (NON-EXCLUSIVE)

A. Grantor is the owner of the real property situated in the County of Monterey, California, described as Parcels "H" and "I" as said parcels are shown on the map filed for record in Volume 32 of Surveys at Page 60 in the office of the County Recorder of said County, TOGETHER WITH Parcel "C" as said parcel is shown on the map filed for record in Volume 30 of Surveys at Page 41 in the office of the County Recorder of said County (hereinafter collectively the "Grantor Property"); and

B. By separate instrument Grantor has granted to Grantee a permanent non-exclusive easement to construct, operate and maintain the Injection Well Facilities Expansion Pipeline and related appurtenances (Pipeline) upon that portion of the Grantor Property described below; and

C. In order to construct the Pipeline, Grantee and its authorized agents, employees and Contractors require a Temporary Construction Easement (hereafter "TCE") and Right-of-Way upon that portion of the Grantor Property described below for the purpose of constructing the Pipeline, installing temporary fencing, storing materials and equipment during construction, excavating and restoring existing improvements immediately adjacent to the Pipeline.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor, the County of Monterey, a political subdivision of the State of California (the "County"), hereby grants to Monterey One Water, a California Joint Powers Authority ("M1W"), a temporary non-exclusive easement and right for the express purpose of constructing the Pipeline, installing temporary fencing, storing materials and equipment during construction, excavating and restoring existing improvements immediately adjacent to the Pipeline on that real property situated in the unincorporated area of Monterey County, California, described as follows:

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

The TCE area is depicted on the diagram attached as Exhibit B and incorporated by this reference.

This TCE is granted upon the "County of Monterey Temporary Construction Easement, General Provisions", attached as Exhibit C and incorporated by this reference.

Signature Pages Follow

GRANTOR

County of Monterey,

a political subdivision of the State of California

Dated: _____

By: _____

Randell Ishii, MS, PE, TE, PTOE
Director, Public Works, Facilities, and Parks

APPROVED AS TO FORM:

Office of the County Counsel

Leslie J, Girard, County Counsel

Dated: _____

By: _____

Mary Grace Perry, Deputy County Counsel

GRANTEE

Monterey One Water,

a California Joint Powers Authority

Date: _____

By: _____

Paul A. Sciuto, General Manager

APPROVED AS TO FORM:

Dated: _____

By: _____

James Gilpin, M1W Legal Counsel

A notary 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 _____, 2023 before me, _____, personally appeared Randell Ishii, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the 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 _____

[Seal]

A notary 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 _____, 2023 before me, _____, personally appeared Paul A. Sciuto, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the 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 _____

[Seal]

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY THAT the interest in real property conveyed by this instrument from Grantor to Monterey One Water (formerly Monterey Regional Water Pollution Control Agency), a California joint powers authority, is hereby accepted by the undersigned pursuant to the authority conferred by Resolution No. 87-13 of the Board of Directors of the Monterey Regional Water Pollution Control Agency adopted on July 27, 1987, and consent is hereby given for the recordation of said instrument.

Dated: _____

By: _____
Paul A. Sciuto, General Manager
Monterey One Water

A notary 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 _____, 2023 before me, _____, personally appeared Paul A. Sciuto, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the 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 _____

[Seal]

LEGAL DESCRIPTION
PURE WATER MONTEREY EXPANSION
TEMPORARY EASEMENT FOR PIPELINE CONSTRUCTION – COUNTY OF MONTEREY

Certain real property situate in the County of Monterey, State of California, being a portion of Parcel "C" as said parcel is shown on the map filed for record in Volume 30 of Surveys at Page 41 in the office of the County Recorder of said County and portions of Parcels "H" and "I" as said parcels are shown on the map filed for record in Volume 32 of Surveys, at Page 60 in the office of the County Recorder of said County, described as follows:

A 40-foot wide strip of land lying 20 feet on each side of the following described centerline:

Beginning at a point along the southeasterly boundary of Parcel "T" as said parcel is shown on said map filed for record in Volume 30 of Surveys at Page 41, said point bears South 67°55'04" West, 33.16 feet from the southeasterly most corner of said Parcel T (said corner being also the most easterly corner of Parcel "A" as said parcel is shown on the map filed for record in Volume 29 of Surveys at Page 106 in the office of the County Recorder of said County); thence running parallel and 25.00 feet distant northwesterly from the southeasterly boundary of said Parcel "T"

- 1) North 18°59'46" East, 34.05 feet; thence departing said parallel line
- 2) North 67°52'06" East, 825.30 feet (at 33.15 feet departing said Parcel "T" and entering said Parcel "C" as shown on the map filed for record in Volume 30 of Surveys at Page 41); thence
- 3) North 68°06'14" East, 369.82 feet; thence
- 4) North 68°44'53" East, 194.63 feet; thence
- 5) North 66°27'40" East, 84.69 feet; thence
- 6) North 34°18'30" West 42.65 feet (at 19.56 feet departing said Parcel "C" and entering said Parcel "H" as shown on the map filed for record in Volume 32 of Surveys at Page 60); thence
- 7) North 53°02'34" West, 116.64 feet; thence
- 8) North 53°36'49" West, 57.20 feet; thence
- 9) North 54°44'17" West, 73.50 feet; thence
- 10) North 59°19'37" West, 45.36 feet; thence
- 11) North 64°19'18" West, 58.90 feet; thence
- 12) North 64°45'12" West, 45.16 feet; thence
- 13) North 67°55'13" West, 104.57 feet; thence
- 14) North 66°12'32" West, 51.85 feet; thence
- 15) North 65°05'37" West, 100.80 feet; thence
- 16) North 59°48'54" West, 108.86 feet; thence
- 17) North 59°17'41" West, 68.05 feet; thence
- 18) North 60°49'28" West, 55.75 feet; thence
- 19) North 67°28'34" West, 48.65 feet; thence
- 20) North 72°31'17" West, 87.88 feet; thence
- 21) North 73°13'21" West, 48.11 feet, more or less, to a point on the northwesterly boundary of said Parcel H, and the terminus of said strip.

EXCEPTING THEREFROM that portion of said strip lying within aforesaid Parcel "T", Volume 30 of Surveys at Page 41.

The sidelines at the terminus of said strip are to be extended or shortened so as to terminate on the northwesterly line of said Parcel H.

Containing 2.346 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3647

X/XX/XXXX
DATE



300 0 300

SCALE: 1" = 300'



PARCEL 3
28 SUR 133
MCWD

PARCEL G
VOL.32 SUR. PG.60
CITY OF SEASIDE

* SEASIDE IV-A*
VOL.28 SUR. PG.99

PORTION WITHIN CITY
OF SEASIDE TO BE
GRANTED SEPARATELY

PARCEL I
32 SUR 60
COUNTY OF
MONTEREY

TERMINUS OF
DESCRIBED CENTERLINE

DESCRIBED PORTION
OF 40'-WIDE STRIP

PARCEL T
VOL.32 SUR. PG.60
CITY OF SEASIDE

PARCEL H
VOL.32 SUR. PG.60
COUNTY OF MONTEREY

EXCLUDED PORTION
WITHIN CITY OF SEASIDE TO
BE GRANTED SEPARATELY

POINT OF BEGINNING
OF CENTERLINE OF
DESCRIBED STRIP

CITY OF SEASIDE
MONTEREY COUNTY

* PLANT RESERVE #3*
VOL.30 SUR. PG.41
MONTEREY PENINSULA COLLEGE

EUCALYPTUS

ROAD

PARCEL C, VOL.30 SUR. PG.41
COUNTY OF MONTEREY

S67°55'04"W
26.53'(TIE)

SE CORNER OF
PARCEL T,
32-SUR-60

DESCRIBED
CENTERLINE

PARCEL A
VOL.30 SUR. PG.41
MONTEREY PENINSULA COLLEGE

PARCEL 1, VOL.29 SUR. PG.103
MONTEREY PENINSULA COLLEGE

SEE PAGE 2 FOR COURSE TABLE

PLAT TO ACCOMPANY DESCRIPTION OF LAND FOR CONSTRUCTION OF A PIPELINE

COUNTY OF MONTEREY, CALIFORNIA

SEPTEMBER 19, 2022

PAGE 1 OF 2



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

T:\Monterey Projects\3647 - MRWPCA Injection Well\SURVEY\LEGAL DESC\Expansion - Blackhorse Pipeline Plat.dwg

T:\Monterey Projects\3647 - MRWFCA Injection Well\SURVEY\LEGAL DESC\Expansion - Blackhorse Pipeline Plat.dwg

LINE TABLE		
LINE	DIRECTION	LENGTH
1	N18°59'46"E	34.05'
2	N67°52'06"E	825.31'
3	N68°06'14"E	369.82'
4	N68°44'53"E	194.63'
5	N66°27'40"E	84.69'
6	N34°18'30"W	42.65'
7	N53°02'34"W	116.64'
8	N53°36'49"W	57.20'
9	N54°44'17"W	73.50'
10	N59°19'37"W	45.36'
11	N64°19'18"W	58.90'
12	N64°45'12"W	45.16'
13	N67°55'13"W	104.57'
14	N66°12'32"W	51.85'
15	N65°05'37"W	100.80'
16	N59°48'54"W	108.86'
17	N59°17'41"W	68.05'
18	N60°49'28"W	55.75'
19	N67°28'34"W	48.65'
20	N72°31'17"W	87.88'
21	N73°13'21"W	48.11'

**PLAT TO ACCOMPANY DESCRIPTION
OF LAND FOR A PIPELINE CONSTRUCTION**

COUNTY OF MONTEREY, CALIFORNIA

SEPTEMBER 19, 2022

PAGE 2 OF 2

PROJECT No.: 3647.05



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

Exhibit C
County of Monterey
Temporary Construction Easement, General Provisions

The County of Monterey (County) by this temporary construction easement (TCE) hereby grants to the Monterey One Water (M1W) permission to enter upon County's property, conditioned upon the agreement of the Parties that this TCE does not create or vest in M1W any interest in the real property herein described or depicted, and that the TCE is further subject to the following terms and conditions:

1. TCE Subject to Laws and Regulatory County Permits: This TCE is expressly conditioned upon M1W's obtaining all regulatory permits or approvals required by the relevant regulatory agencies for the Project and M1W's use of the Grantor Property, and upon M1W's compliance with all applicable municipal, state and federal laws, rules and regulations.

Prior to commencement of any work, M1W shall obtain all such legally required permits or approvals and, upon request, submit to the Agency full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation as applicable.

2. Consideration: M1W agrees to pay County the sum of Four Thousand, Nine Hundred and Six 00/100 Dollars (\$ \$4,906) as consideration for the rights granted by this TCE. Payment is due within thirty (30) days of Grantor's execution of this TCE.

3. TCE Subject to Existing Claims: This TCE is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Grantor Property.

4. Waiver of Claims and Indemnity: M1W waives all claims against County, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Grantor Property, the issuance, exercise, use or implementation of this TCE, and/or the rights herein granted. M1W further agrees to protect, save, hold harmless, indemnify and defend County, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by County, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this TCE, exercise by M1W of the rights herein granted, M1W's use of the Grantor Property and/or the Project for which this TCE is granted, except those arising out of the sole active negligence or willful misconduct of County. M1W will further cause such indemnification and waiver of claims in favor of County to be inserted in each contract that M1W executes for the provision of services in connection with the Project for which this TCE is granted.

5. Contractors: M1W shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. M1W shall be responsible for ensuring contractor and subcontractor compliance with the terms and conditions contained herein.

6. Insurance Requirements: M1W shall obtain and continuously maintain either commercial insurance or permissible self-insurance approved by the County's ex officio Risk Management Division, naming the County of Monterey as additional insured. As used in this Section 6, "CONTRACTOR" shall either mean M1W or its contractors, according to the context. As a condition of this TCE and in connection with M1W's indemnification and waiver of claims contained herein, M1W shall maintain, and cause its contractors to maintain, a policy or policies of insurance as follows:

6.1 Evidence of Coverage:

Prior to use and/or occupation of the TCE, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier or permissible self-insurance authority shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the County's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all coverage required, and such coverage has been approved by the County. This approval of coverage shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverages, except surety, and except coverage through permissible self-insurance, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be either (1) a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California, or (2) permissible self-insurer. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

*Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99**.*

Prior to use and/or occupation of the TCE, CONTRACTOR shall file certificates of insurance with the County's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

7. Reservation of Rights: County reserves the right to use the Grantor Property in any manner, provided such use does not unreasonably interfere with M1W's rights herein.

8. Conditions of Access: M1W has the right of ingress to and egress from said TCE over and across adjacent County lands by such route or routes as shall occasion the least practicable damage and inconvenience to County. Access to the Grantor Property shall be limited to the access designated by County.

9. Notice of Work: Any required notices to County shall be sent to the County contact named below. At least twenty-four (24) hours prior to any entry upon the Grantor Property for the purposes of construction or significant repair, M1W shall provide the County contact[s] named below with written notice of M1W's intent to enter the Grantor Property. M1W shall also notify the County contact[s] listed below in writing at least

twenty-four (24) hours prior to cessation or completion of work. Should County personnel need to contact M1W, County shall notify M1W's contact person listed below:

M1W CONTACT:

Contact: Paul A. Sciuto
General Manager
Address: 5 Harris Court, Building D
Monterey, CA 93940
Telephone: (831) 372-3367
Fax: (831) 372-6178

COUNTY CONTACT:

Contact: George K. Salcido
Real Property Specialist
Address: 1441 Schilling Place, S. Bldg., 2nd Fl
Salinas, CA 93901
Telephone: (831) 755-4859
Fax: (831) 757-9516

10. Limits of Work: In no event shall this M1W authorize uses, structures or work in excess or contrary to the terms and conditions of any regulatory agency permit or approval.

11. Compliance with Monitoring and Mitigation Measures: M1W shall implement and maintain those monitoring and mitigation measures relating to the construction of the Pipeline, as identified in Supplemental Environmental Impact Report, certified on April 26, 2021 by the M1W Board of Directors.

M1W's activities conducted under this TCE shall comply with all State and Federal environmental laws, including, but not limited to, NEPA, the Endangered Species Act, and CEQA.

12. Assignment: This TCE shall not be assigned, mortgaged, hypothecated, or transferred by M1W, whether voluntarily or involuntarily or by operation of law, nor shall M1W let, sublet or grant any license or permit with respect to the use and occupancy of the Grantor Property or any portion thereof, without the prior written consent of County.

13. Term and Commencement of Work: The Term of this TCE shall be for four years commencing as of the date of the recording of this document. If M1W fails to commence construction of the project within the easement described herein before four 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, M1W shall, upon written request of County, execute and deliver a quitclaim for said easements and right of way as a matter of record.

[End of TCE, General Conditions]