

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

Monterey County Water Resources Agency
Attn: General Manager
1441 Schilling Place, North Building
Monterey, CA 93901
PO Box 930
Salinas, CA 93902

Exempt from Recording Fees: Gov. Code § 27383
Exempt from Documentary Transfer Tax: Rev. & Tax.
Code § 11922

APNS: 253-011-002-000 & 253-012-027-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT OF EASEMENT DEED (EXCLUSIVE) AND TEMPORARY EASEMENT

THIS GRANT OF EASEMENT DEED is made this _____ day of _____ 2025, by and between the BOGGIATTO MICHAEL E. SR TR ET AL. ("Grantor"), and the Monterey County Water Resources Agency, a California public entity, ("Grantee").

A. Grantor is the owner of the real property situated in the County of Monterey, California, commonly known as APNs 253-011-002-000 & 253-012-027-000, and more particularly described as Lots I and XXXVII as shown on "Map Showing Land in Santa Rita and Sausal Ranchos as Subdivided and Sold by Chris Thorup" filed for record August 28, 1911 in Volume 1 of Surveys at Page 76, Monterey County Records, and being also a part of that certain 654.78 acre tract of land conveyed from Bart Guidotti to J.P. Rodgers, et al, by deed dated January 12, 1943 and recorded in Volume 786 of Official Records at Page 330, Monterey County Records (hereinafter the "Property") and as depicted in Exhibit A; and

B. Grantor wishes to grant to Grantee a permanent exclusive easement (hereinafter "Easement") and a temporary construction easement ("Temporary Easement") to replace an existing groundwater well that supplies supplementary water to the Grantee's Castroville Seawater Intrusion Project ("CSIP"), including destroying the existing supplemental well, and drilling and installing the new supplemental well, and maintaining, inspecting, operating, and destroying such new well, upon that portion of the Property described below. The Easement area is depicted in Exhibit B. Both the Easement and the Temporary Easement areas are depicted in the plat on Exhibit C.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee an Easement and Temporary Easement, and right for the express purpose of to destroy, drill, install, maintain, inspect and operate CSIP supplemental wells on that real property situated in the unincorporated area of Monterey County, California, described as follows:

1. Grant of Easement. Grantor grants the exclusive Easement to Grantee described and depicted on Exhibit B. The Easement is for destroying the existing supplemental well, and drilling and installing the new supplemental well, and maintaining, inspecting, operating, and destroying such new well CSIP supplemental well and related appurtenances over, across, along, upon and through the Easement area. The Easement granted herein includes the right to inspect, operate, maintain and destroy the new CSIP supplemental well and appurtenances within the Easement Area, together with the right of access thereto for personnel and equipment necessary and required for such uses and purposes.

2. Grant of Temporary Easement. Grantor hereby grants to Grantee a temporary construction easement for purposes of destroying and constructing a new CSIP supplemental well at Grantee's sole cost and expense. The Temporary Easement is located on a portion of the Property depicted on Exhibit C. The Temporary Easement is granted to Grantee for a period not to exceed one (1) year after Grantee's issuance of a Notice to Proceed with construction of the new CSIP supplemental well.

3. This Easement and Temporary Easement are granted upon the "Monterey County Water Resources Agency Easement, General Provisions", attached as Exhibit D.

IN WITNESS WHEREOF this Easement and Temporary Easement are executed by the parties on the dates set forth below.

[Signature Pages Follow]

GRANTOR
BOGGIATTO MICHAEL E. SR TR ET AL.

Dated: _____

By: _____

Name, Title

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 _____, 2025 before me, _____, personally appeared _____, 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]

GRANTEE
Monterey Country Water Resources Agency

Date: _____

By: _____
Ara Azhderian, General Manager

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 _____, 2025 before me, _____, personally appeared Ara Azhderian, 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]

APPROVED AS TO FORM:

Dated: _____

By: _____

Kelly L. Donlon, Chief Assistant County Counsel

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY THAT the interest in real property conveyed by this instrument from Grantor to Monterey County Water Resources Agency, a California public entity, is hereby accepted by the undersigned pursuant to the authority conferred by _____ by the Monterey County Water Resource Agency Board of Supervisors on _____, and consent is hereby given for the recordation of said instrument.

Dated: _____

By: _____
Ara Azhderian, General Manager
Monterey County Water Resources Agency

Exhibit D
Monterey County Water Resources Agency
Exclusive Easement and Temporary Easement General Provisions

The Grantor by this Easement and this Temporary Easement (collectively, "Easements") hereby grants to the Grantee permission to enter upon the Property, conditioned upon the agreement of the Parties that these Easements are subject to the following terms and conditions:

1. Claims and Indemnity: Grantee will indemnify, defend and hold harmless Grantor and 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 Grantee or by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment in connection with the exercise of the rights herein granted to Grantee; 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.

2. Easement Use: With the exception of the new supplemental well and its supporting equipment, no permanent structures or surface improvements may be constructed by Grantor within said Easements, except facilities to cross or connect to adjacent lands of Grantor. Grantor has no obligation to maintain Grantee's property laying within said Easements.

3. Hazardous Materials: Grantor has not caused or shall not cause any hazardous materials to be placed or disposed of on or at the Easement property or any part thereof.

4. Conditions of Access: Grantee has the right of ingress to and egress from said Easements over and across adjacent Grantor's lands. Grantee has the right to use such portion of said lands contiguous to said Easement areas as may be reasonably necessary in connection with the installation and replacement of said facilities.

5. Clearing Easement Area: Grantee has 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 said Easement areas and to trim and to cut down and clear away any trees on either side of said Easement areas which now or hereafter in the opinion of Grantee may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may interfere with the exercise of Grantee's rights hereunder; provided, however, that all trees which Grantee 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 burned, removed, or chipped and scattered, by Grantee.

6. Fences in Easement Areas: Grantee holds the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said Easement areas.

7. Assignment: These Easements can be assigned, mortgaged, hypothecated, or transferred by Grantee, whether voluntarily or involuntarily or by operation of law, and Grantee may 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 Grantor.

[End of Easement, General Conditions]