

# Attachment E

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July 20, 2020

318 Cayuga Street  
Salinas, CA 93901  
**831.754.2444**  
JRGattorneys.com

**SENT VIA EMAIL ONLY**

Carl P. Holm, AICP, RMA Director  
Resource Management Agency of Monterey County  
1441 Schilling Place, 2nd Floor South  
Salinas, CA 93901

**RE: Letter of Assurance regarding Harvest Moon Agricultural Housing Project (PLN190127)**

**PARTNERS**

Aaron P. Johnson  
Paul A. Rovella  
*Managing Partner*  
Jason S. Retterer  
Robert E. Rosenthal  
Jeff R. Gilles  
*Founding Partner*  
Stephan A. Barber  
Ren Nosky

Dear Mr. Holm,

Our office represents Café Tori Investments, LLC ("Café Tori") on the above referenced project.

**ATTORNEYS**

David W. Balch  
Peter D. Brazil  
Patrick S. M. Casey  
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**OF COUNSEL**  
Doug K. Dusenbury

With the understanding that the Board of Supervisors will consider the proposed easement and maintenance agreements no sooner than July 28, 2020, we are confirming approval from your office to immediately commence work as planned including any necessary grading and construction within the Boronda County Sanitation District fee strip.

In light of such approval and pursuant to the request by Ms. Beretti, it is our intention to provide assurances to both the Resource Management Agency of Monterey County (the "County") and the Boronda County Sanitation District ("District") in connection with the above-referenced project.

As such, please accept this correspondence as formal assurance of the following:


1. Café Tori and Avila recognize that the District has authorized Café Tori and Avila to begin work on the Harvest Moon Agricultural Housing Project (PLN190127) while the District completes its review of and processes the proposed easement and proposed maintenance agreement provided to the Board of Supervisors. A copy of said agreements is enclosed with this correspondence.
2. Café Tori and Avila understand and agree to comply with the terms of the easement and maintenance agreements, as may be reasonably modified by the District, during this interim period while the District processes them to the Board of Supervisors.
3. Café Tori and Avila shall locate the District facilities (specifically, the sewer pipeline) within the fee strip prior to commencing grading or construction

activities within the fee strip, and shall take all reasonable and necessary steps to avoid impact or damage the District facilities or property beyond any impacts or damage that was identified and described in the Pre-Construction Survey and Inspection Report, dated February 5, 2020 (the "Preconstruction Inspection") that Avila prepared to document the existing physical condition of the District's facilities.

4. Except for the pre-existing damages that are described in the Preconstruction Inspection, Café Tori and Avila take full responsibility for any and all damage that may occur to the District's property or facilities in connection with the Harvest Moon Agricultural Housing Project (PLN190127), and that the Café Tori and/or Avila shall indemnify, defend and hold harmless the County, the District, and their employees and/or agents from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including, but not limited to, interest, penalties, and reasonable attorney fees and costs arising from or related to the Harvest Moon Agricultural Housing Project (PLN190127) or arising wholly or in part from any negligent or intentional act of omission of Café Tori and Avila, and its agents, employees, representatives and/or contractors.

Please contact me with any questions or concerns you may have. I look forward to working with the County and District regarding this project.

Sincerely,  
JRG Attorneys at Law




Jason S. Retterer

Cc: Melanie Beretti (via email)  
Shawne Ellerbee (via email)  
Jeffrey Nohr (via email)  
Richard Weber (via email)

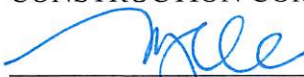
We, the undersigned, acknowledge and agree to the terms set forth in paragraphs 1 through 4 above:

CAFÉ TORI INVESTMENTS, LLC

  
By: Ricky Nguyen

Title: MANAGER

AVILA BROTHERS, INC. DBA AVILA  
CONSTRUCTION COMPANY

  
By: Michael Avila

Title: CFO / PRINCIPAL