GRANTOR: CVR HSGE, LLC PROJECT NAME: ROBINSON CANYON ROAD BRIDGE SCOUR REPAIR PROJECT

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN CVR HSGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND THE COUNTY OF MONTEREY

In consideration of the terms and conditions set forth in this Temporary Construction Easement Agreement (this "Agreement") CVR HSGE, LLC, a Delaware limited liability company ("GRANTOR") hereby grants and delivers this Agreement to the County of Monterey, a political subdivision of the State of California ("AGENCY") conveying a Temporary Construction Easement (the "TCE") as set forth herein. As used above, the term, "GRANTOR" shall include the plural as well as the singular.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

1. <u>Entire Agreement</u>

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the TCE and shall relieve AGENCY of all further obligations or claims on this account. The parties understand and agree that no obligation other than as set forth herein will be recognized.

2. Payment

AGENCY shall pay to GRANTOR the sum of TWO THOUSAND DOLLARS (\$2,000.00) as payment in full for the TCE described below and identified in AGENCY'S Summary of the Basis of Just Compensation delivered separately with this Agreement (the "Compensation"). Payment shall be made as soon as practicable following AGENCY acceptance of this Agreement and prior to any entry by AGENCY on GRANTOR'S property or the TCE.

3. <u>Temporary Construction Easement</u>

GRANTOR grants to AGENCY a TCE over, across and upon that certain real property as shown on Exhibit "A" and Exhibit "B" (the "TCE Area") attached hereto and made a part hereof, for the use and storage of tools, machinery, materials and equipment by AGENCY, together with the right of ingress and egress from the TCE Area and the right at all times to enter and use the TCE Area and every part thereof for purposes connected with construction of the Robinson Canyon Road Bridge Scour Repair Project ("Project"). In general, the Project consists of the installation of scour countermeasures under the existing bridge abutments and piers (See Exhibit C- Project Plans). The TCE shall be in effect from, April 12, 2022 to April 12, 2023, (the "TCE Period") unless it is terminated pursuant to the terms of this Agreement.

A. As part of the TCE, GRANTOR shall permit and allow AGENCY, its agents and/or contractors to enter upon the TCE Area on GRANTOR'S Property during the TCE Period. At least 48 hours advance written notice will be given before any entry on the TCE by AGENCY. The TCE becomes valid upon acceptance of this Agreement by AGENCY and payment of the consideration set forth in Clause 2 above.

GRANTOR: CVR HSGE, LLC

- PROJECT NAME: ROBINSON CANYON ROAD BRIDGE SCOUR REPAIR PROJECT

 B.
 AGENCY agrees that access to the TCE Area shall be from Robinson Canyon

 Rd., and in no case shall AGENCY access the TCE Area from GRANTOR's property without GRANTOR's prior written permission.
 - C. If GRANTOR sells, conveys or assigns any property interest, encumbered by this Agreement prior to AGENCY exercising the rights grant herein, GRANTOR shall notify the successor or assigner of the rights and obligations of both parties as included herein.
 - D. The TCE may be extended beyond the TCE Period only by mutual agreement of GRANTOR and AGENCY. For every year the Parties mutually agree to extend the agreement, AGENCY shall pay to GRANTOR an amount equal to the Compensation (\$2,000.00) increased in the same amount of any increase in the Consumer Price Index during the preceding year of the TCE Period. Such increase shall be calculated by multiplying the Compensation by a fraction whose numerator is the Consumer Price Index for the twelfth month of the preceding year of the TCE Period and whose denominator is the Consumer Price Index for the time for the twelfth month of the first month of such TCE Period. In no event shall the Compensation be decreased due to changes in the Consumer Price Index. For purposes hereof "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose area, published by the Bureau of Labor Statistics of the United States Department of Labor, All Items (1982-84=100).
 - E. Upon the earlier of the completion of the Public Improvement Project or the end of the TCE Period, AGENCY shall be solely responsible for cleaning up and restoring the TCE Area to substantially the same condition as it was in prior to the commencement of Agency's use of the TCE Area. AGENCY shall be responsible for all costs and fees associated with such cleanup.
 - F. If the Project is not complete at the end of the TCE Period, AGENCY shall still be responsible for the cleanup and restoration obligations set forth in Section 3(E) above, unless otherwise agreed to in writing between the parties.
 - G. AGENCY acknowledges and agrees that the TCE is in "AS-IS" condition.
 - H. The Parties agree that no permanent conveyance in real property is being made by way of this TCE, and that the easement is only temporary in nature, as set out in this Agreement and the TCE Period definition herein.

4. <u>AGENCY Performed Work</u>

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by AGENCY, shall be left in as good condition as found. AGENCY agrees to erect and maintain orange fencing and silt fencing around the boundary of the TCE as shown in Exhibit D attached hereto to delineate the boundary of the TCE from the property around it. AGENCY agrees that the hours of work for the Public Improvement Project shall be from 7:00 AM to 5:00 PM, Monday through Friday. AGENCY expressly agrees that no work shall be performed in the TCE Area on weekends and/or holidays. As described in Section 3 above, AGENCY agrees to, at its sole cost,

GRANTOR: CVR HSGE, LLC

PROJECT NAME: ROBINSON CANYON ROAD BRIDGE SCOUR REPAIR PROJECT clean up and restore the TCE Area to the same condition it was in prior to the commencement of AGENCY's use of the TCE Area.

5. <u>Indemnification</u>

AGENCY shall indemnify, defend, and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and costs), arising from or related to AGENCY'S use of the TCE Area and exercise of AGENCY'S rights under this Agreement. The obligations of AGENCY under this clause shall not be applicable to the extent of GRANTOR'S negligence or willful misconduct.

6. <u>No Leases</u>

GRANTOR warrants that there are no oral or written leases on all or any portion of the TCE Area exceeding a period of one (1) month and GRANTOR further agrees to hold the AGENCY harmless and reimburse the AGENCY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of owner for a period exceeding one month.

7. <u>Termination</u>

Once the Project has been completed by AGENCY, it shall provide notice to GRANTOR within three (3) days of the completion of work. Upon completion of the Project, AGENCY shall complete its cleanup and restoration obligations as set forth in Section 3(E) of this Agreement within fourteen (14) days. Once the property has been restored to the condition it was in prior to commencement of AGENCY's work in the TCE Area, as determined in GRANTOR's sole discretion, this Agreement, including AGENCY's right to enter and/or use the TCE Area shall be terminated.

8.. Authority to Sign

Each individual executing this Agreement on behalf of GRANTOR represents and warrants that such individual is duly authorized to convey real property and execute this Agreement on behalf of GRANTOR and that no other signatures or approvals are necessary to transfer and deliver the rights described in this Agreement to AGENCY.

9. <u>Amendment</u>

This Agreement may not be amended, except as agreed to in writing by both GRANTOR and AGENCY.

10. <u>Successors and Assigns</u>

This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors, heirs, administrators and assigns.

11. <u>Counterpart Signature</u>

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one (1) Agreement.

GRANTOR: CVR HSGE, LLC

PROJECT NAME: ROBINSON CANYON ROAD BRIDGE SCOUR REPAIR PROJECT 12. Acceptance of AGENCY

This Agreement is subject to acceptance by the AGENCY and shall have no force or effect unless so accepted.

13. Specific Performance and Other Remedies

The parties understand and agree that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the parties may have hereunder at law or in equity.

14. <u>No Recording</u>

It is agreed that this Agreement shall not be recorded with the Monterey County Recorder.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written herein below.

GRANTEE: COUNTY OF MONTEREY	GRANTOR: CVR HSGE, LLC, A DELAWARE LIMITED Liability Company
Ву:	By: Dept
Name:	Name:
Title:	Title: Manager
Date:	Date:
Approved as to legal form: Office of the County Counsel-Risk Manager	By:
Leslie J. Girard, County Counsel-Risk Manager By: Many Grace Perry.	Name: Omar Palacios
Mary Grace Perry Deputy County Counsel	Title: Manager
Date:	Date:





DESCRIPTION OF THE PROJECT

1.0 INTRODUCTION

The County of Monterey (County) RMA- Public Works proposes to implement the Robinson Canyon Road Bridge Scour Repair Project (proposed project) to address existing scour issues by installing scour protection on the substructure of the Robinson Canyon Road Bridge (Bridge No. 44C-0017). The bridge identification information is listed below:

05-MON-0-CR BHLO-5944(099) Robinson Canyon Road Bridge; Co. No. 208, St. No. 44C-0017 Latitude: 36° 31' 15" Longitude: 121° 48' 22"

The project will be 100 percent funded by Federal Highway Bridge Program (HBP) funding with toll credits.

1.0.1 Existing Facility

Robinson Canyon Road is an existing two-lane road that is classified by the California Road System (CRS) Maps as a Major Collector. Robinson Canyon Road is a two lane road (one lane in each direction) with a concrete curb on the west side separating traffic from a 5 foot (ft) wide sidewalk. The Robinson Canyon Bridge crosses the Carmel River and was originally constructed in 1971. The bridge is located approximately 8 mi southeast of the City of Carmel by the Sea and 20 mi southwest of the City of Salinas. More specifically, the bridge is located approximately 0.1 miles (mi) south of Carmel Valley Road and less than 0.1 mi north of Old Ranch Road. In addition, (refer to Figure 1: Vicinity Map and Figure 2: Project Area).

The existing bridge is 303 ft long and 35 ft, 4 inches wide. The existing bridge is a three-span bridge with two piers (Pier 2 and 3) and two abutments (Abutment 1 and 4). (Refer to Figure 3 Bridge General Plan).

As discussed in more detail below, there is existing scour at Abutment 1 and Pier 2. The available California Department of Transportation (Caltrans) maintenance reports dated May 23, 2006 and June 22, 2010 indicate that the bridge is generally in good condition other than the scour potential.

The existing bridge is not at risk for flooding. A hydrologic analysis (Wreco Engineers, March 2016) shows that the available freeboard of the bridge (i.e. the distance between the bottom deck (soffit) of the bridge and the water surface elevation) is 5.9 ft for a 50-year storm and 4.5 ft for a 100-year storm. The available freeboard currently exceeds the Federal Emergency Management Agency (FEMA) and Caltrans hydraulic design criteria for designing bridges which recommends that there be at least one foot of freeboard for a 100-year storm event.

1.1 PROJECT PURPOSE AND NEED

1.1.1 Purpose

The purpose of the project is to install scour protection at the substructure of the bridge in order to reduce the potential for future scouring at the bridge foundations.

1.1.2 Need

A Caltrans scour review dated June 22, 2005 identified the Robinson Canyon Road Bridge as scour critical, indicating that the scour would erode the river bottom below the footings of Abutment 1 and Pier 2, and possibly to the pile tip during a major flood event. The scour review noted that embankment erosion at Abutment 1 was documented between 2000 and 2005 and an erosion hole and

channel degradation at Pier 2 were documented between 1984 and 2005. However, based on cross channel measurements collected in 1979, 2004, 2005, 2006, and 2012 by routine Caltrans maintenance inspections, substantial changes to the channel elevation near Pier 2 have not occurred since 2006. The scour review did not identify erosion at Pier 3 or Abutment 4.

As a result of the findings of the scour review, the County submitted a Bridge Scour Plan of Action (POA) (September 30, 2009) to Caltrans. The Bridge Scour POA requires Caltrans Bridge Maintenance engineers to conduct biennial inspections to check for signs of degradation or bridge settlement, Caltrans Structure Maintenance & Investigations (S&I) and the Structure Hydraulic Branch to conduct annual bridge inspections, County Maintenance personnel to monitor the bridge during storm events, and the Monterey County Water Resources Agency (MCWRA) to inspect the bridge deck for signs of foundation settlement during storm events that exceed 17,300 cubic feet per second (cfs). If a storm event exceeds 17,300 cfs, MCWRA must continue monitoring on a daily basis until flowrates subside below 17,300 cfs.

The extent of the existing bridge scour at Abutment 1, Pier 2 and Pier 3 is provided in Table 1 below. Short Term (Local) scour represents the predicted depth of scour that would occur during a 100-year storm event given the existing conditions. Long Term Scour represents the combined effects of Degradation and Contraction Scour. Degradation scour occurs over long periods of time and can result in lowering of the streambed. Contraction scour occurs when water accelerates as it flows through an opening that is narrower than the channel upstream from the bridge.

Support No.	Long Term (Degradation and Contraction) Scour (feet)	Short Term (Local) Sour Depth (feet)
Abut 1	101.3	13.2
Pier 2	101.3	6.6
Pier 3	101.3	6.1
Abut 4	101.3	

Table 1: Scour Data

Source: Wreco, March 2016

Table 2 summarizes the scour depth that is predicted to occur at the abutments if scour protection is not implemented. As shown in Table 2, without bridge scour protection, the total scour depth is predicted to be 21.1 ft at Abutment 1, 14.5 ft at Pier 2, 14.0 ft at Pier 3, and 7.9 ft at Abutment 4.

Table 2: Predicted Total Scour Depth without Scour Protection	Table 2:	: Predicted	Total Scour	· Depth	Without	Scour	Protection
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Bridge Element	Local Scour (feet)	Channel Contraction Scour (feet)	Long-Term Riverbed Elevation Reduction (feet)	Total Scour Depth (feet) ¹	Total Channel Elevation (feet)
Abutment 1 (South)	13.2	1.9	6.0	21.1	88.4
Pier 2	6.6	1.9	6.0	14.5	94.8
Pier 3	6.1	1.9	6.0	14.0	95.5
Abutment 4 (North)	Not ² Calculated	1.9	6.0	7.9	101.6

Source: Wreco, March 2016

Note: The total scour elevations reference the existing channel thalweg elevation (i.e. lowest elevation of the channel), which is 109.2 feet NAVD 88 (Monterey County, November 2015)

¹Total scour depth is the sum of local scour, channel contraction scour, and long-term riverbed elevation reduction. ²No scour was detected at Abutment 4 because the water surface is below the base of the abutment.



SHEET NUMBER 1

GENERAL NOTES:

- 1. THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS"
- 2. TO BE SUPPLEMENTED BY THE 2015 CALTRANS STANDARD SPECIFICATIONS AND STANDARD PLANS, INCLUDING ISSUED ADDENDA.
- 3. CONTRACTOR SHALL NOTIFY THE COUNTY OF MONTEREY OF ANY AND ALL CONFLICTS BETWEEN THIS SET OF CONSTRUCTION DRAWINGS AND THE ACTUAL SITE CONDITIONS PRIOR TO COMMENCING WORK. CONTACT ENGINEER AT (831) XXX-XXXX.
- 4 CONTRACTOR SHALL NOTIFY THE COUNTY OF MONTEREY (ENGINEER) AT LEAST 8 DAYS PRIOR TO COMMENCING WORK SO THAT THE COUNTY MAY PRESERVE MONUMENTS AND BENCHMARKS, WHICH SHALL NOT BE DISTURBED WITHOUT THE COUNTY'S CONSENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING DESTROYED BENCHMARKS.
- 5. CONTRACTOR SHALL EXPOSE ALL EXISTING UNDERGROUND PIPELINES OR OTHER UNDERGROUND OBSTRUCTIONS TO VERIFY THAT THERE ARE NO GRADE CONFLICTS PRIOR TO LAYING ANY GRAVITY PIPELINES.
- 6. WHERE UNDERGROUND AND SURFACE STRUCTURES ARE SHOWN ON THIS SET OF DRAWINGS, THE LOCATIONS, DEPTH, AND DIMENSIONS OF STRUCTURES ARE BELIEVED TO BE REASONABLY CORRECT, BUT ARE NOT GUARANTEED. THE INFORMATION SO GIVEN IS NOT TO BE CONSTRUED AS A REPRESENTATION THAT SUCH STRUCTURES WILL, IN ALL CASES, BE FOUND WHERE SHOWN, OR THAT THEY REPRESENT ALL THE STRUCTURES WHICH MAY BE ENCOUNTERED.
- 7. CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING CONSTRUCTION. INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

UTILITY CONTACTS (TO BE VERIFIED):

SUSAN Q. BARRAZA AT&T 340 PAJARO STREET SALINAS, CA 93901 (831) 728-6571

*BILL KUHNE AT&T 340 PAJARO SALINAS, CA 93901 (831) 637-8196

JOHN LAMMERS PACIFIC GAS & ELECTRIC CO. 401 WORK STREET SALINAS, CA 93901 (831) 209-5903

*SANDY CARILLO PG&E 401 WORK STREET SALINAS, CA 93901 (831) 784-3427

*CHARLES STRONG PG&E 401 WORK STREET SALINAS, CA 93901 (831) 784-3642

MIKE JONES CALIFORNIA WATER SERVICE 254 COMMISSION STREET SALINAS, CA 93901-3737

MONTEREY COUNTY WATER RESOURCES 893 BLANCO CIRCLE SALINAS, CA 93901

*MONTEREY COUNTY-WATER 168 W. ALISAL STREET SALINAS, CA 93901

MARK GIBLIN COMCAST 106 WHISPERING PINES DR SCOTTS VALLEY, CA 95066 (831) 440-4023



Know what's below. Call before you dig.

UNDERGROUND FACILITIES SHOWN WERE LOCATED BASED ON INFORMATION PROVIDED BY UTILITY COMPANIES AND BY MEASURING SURFACE FEATURES.

CONTRACTOR SHALL VERIFY ACTUAL DEPTH AND LOCATION OF ALL EXISTING UTLIITIES PRIOR TO CONSTRUCTION...CALL "UNDERGROUND SERVICE ALERT" (U.S.A), (TOLL FREE 811) PRIOR TO TRENCHING, GRADING, EXCAVATION, DRILLING, PIPE PUSHING, PLANTING TREES DIGGING POST HOLES FOR FENCE, ETC.(U.S.A) WILL SUPPLY INFORMATION OR LOCATE AND MARK ANY UNDERGROUND FACILITIES.



ROBINSON CANYON ROAD BRIDGE SCOUR PROJECT TITLE SHEET

FEDERAL PROJECT NO. BHLO-5944(099) COUNTY BRDG NO. 503

AL SIREEI	
RNIA 93901	
(831) 755-49	958

DATE

ROJECT NO. SHEET FILE 9-17-19 XXXX 1 CONTRACT NO. SCALE NTS OF 1 SHEETS DocuSign Envelope ID: CA50F829-FD47-4A03-BF5A-BC5009697077





SCOUR DATA TABLE

SHORT TERM (LOCAL) SCOUR

DEPTH (FT)

13.2

6.6

6.1

N/A

LONG TERM (DEGRADATION AND

CONTRACTION) SCOUR ELEVATION (FT)

101.3

101.3

101.3

101.3

LEGEND:

 \leftarrow

62929

— --- Indicates Existing Structure

← Indicates Direction of Flow

HYDROLOGIC SUMMARY

Drainage Area:220.5	Square	Miles			
	Design Flood	Base Flood	Flood of Record		
Frequency (Years)	50	100	N/A		
Discharge (Cubic feet per second)	19,340	23,650	N/A		
Water Surface (Elevation at Bridge)	135.0	136.4	N/A		
Flood plain data are based upon information available when the plans were prepared and are shown to meet Federal requirements. The accuracy of said information is not warranted by Monterey County or TRC and interested or affected parties should make their own investigation.					

Submitted by: M. IMBRIANI Design Engineer C.E. No. 36634		PROFESS/ONA	NO. DATE	REVISION DESCRIPTION	APPROVED	UNTL	COUNTY O
DESIGN BY: T. LAMBERT CHKD BY:		Letter Fig	\triangle			COUNTY CE	RESOURCE M
drawn by: A. BEDAL CHKD by:	10680 White Rock Rd Suite 100	BEG No.				H S S F	DEPT. OF PU
SPECIFICATIONS WRITTEN BY: CHKD BY:	Rancho Cordova, California 95670	* Exp *	\square			E E	1441 SC
Approval Recommended by: Deputy Public Works Director, Engineering	ORIGINAL SCALE IN INCHES O 1 2	3 CIVIL COR				1850 . 4	SALINAS, C (831) 755–4800,
			-				

SUPPORT No.

Abut 1

PIER 2

PIER 3

Abut 4

		SHEET TOTAL NUMBER SHEETS
	l	
130 190		
$\frac{1}{12+00}$		
	7 7 7 7	
	NOTES:	
Indicates Existing Structure Indicates New Structure	1. For Sections A-A, B-B, and C-C, se "SCOUR PROTECTION DETAILS No.1" sh	e eet.
Indicates Direction of Flow Indicates Direction of Traffic Rock Slope Protection (1/2 Ton, Class VII Method B) Articulated Concrete Block (ACB) Mat	2. For Sections D-D, E-E, and F-F, see "SCOUR PROTECTION DETAILS No.2" sh	eet.
COUNTY OF MONTEDEV	ROBINSON CANYON ROA	B-2
RESOURCE MGMT. AGENCY, DEPT. OF PUBLIC WORKS		
1441 Schilling Place D 7850 Salinas, california 93901 (831) 755–4800/Fax (831) 755–4958 S	ATE FILE PROJ 10-1-19 FILE PROJ ICALE CONTRACT NO. AS NOTED	ECT NO. SHEET XXXX 3 OF 8 SHEETS



DocuSign Envelope ID: CA50F829-FD47-4A03-BF5A-BC5009697077

