

AGREEMENT TO CONVEY OWNERSHIP IN MONITORING WELL DA-1

WHEREAS:

1. The Salinas Valley Basin Groundwater Sustainability Agency (“SVBGSA”) is causing the construction of additional monitoring wells throughout the Salinas Valley Groundwater Basin in furtherance of SVBGSA’s regulatory activities pursuant to the Sustainable Groundwater Management Act and to expand the Monterey County Water Resources Agency’s (“WRA”) groundwater monitoring network;
2. The SVBGSA entered into a Sustainable Groundwater Management Act Implementation Grant (Agreement Number 4600014638) with the State of California Department of Water Resources (“DWR”) to receive grant monies to assist in financing the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation which included, among many projects, construction of new monitoring wells;
3. The SVBGSA intends to convey ownership of the new monitoring wells, and maintenance and reporting responsibilities, to WRA upon completion of the construction; and
4. WRA is agreeable to accepting title to the new monitoring wells, and maintenance and reporting responsibilities.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, SVBGSA and WRA agree as follows:

- A. Effective upon the filing of a Well Completion Report with WRA, SVBGSA conveys to WRA all right, title and interest in the monitoring well referred to as “DA-1” located as more specifically described in Exhibit A, attached hereto and incorporated herein by reference (“Well”) on the condition that SVBGSA has, prior to the filing of the Well Completion Report and to the reasonable satisfaction of WRA, caused to be executed or issued an agreement approving the location of the Well on the indicated property, or otherwise received permission from the property owner.
- B. WRA accepts the conveyance on the terms and conditions set forth herein.
- C. WRA agrees and covenants that the Well shall only be used for monitoring purposes and shall not be used as a production well, and further covenants and agrees that it will be responsible for the maintenance and/or destruction of the Well, as necessary, at its sole cost and expense.
- D. SVBGSA shall defend, indemnify and hold harmless WRA, its officers, employees or agents from and against any and all claims and losses whatsoever accruing or resulting to

any and all persons, firms or corporations, and public and private property in connection with the construction of the Well prior to the date set forth above, unless arising out of the sole negligence or willful misconduct of WRA, its officer, employees or agents.

- E. WRA shall defend, indemnify and hold harmless SVBGSA, its officers, employees or agents from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations, and public and private property in connection with the operation, maintenance or destruction of the Well after the date set forth above, unless arising out of the sole negligence or willful misconduct of SVBGSA, its officer, employees or agents.
- F. SVBGSA and WRA shall jointly defend, indemnify and hold harmless DWR, its officers, employees or agents from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations, and public and private property in connection with the Well, unless arising out of the sole negligence or willful misconduct of DWR, its officer, employees or agents.
- G. Notice may be provided by First Class U.S. Mail, postage prepaid, or by electronic mail to the individual listed below:

For SVBGSA:

Emily Gardner, Deputy GM
P.O. Box 1350
Carmel Valley, CA 93924
gardnere@svbgsa.org
(831) 471-7512 ext. 204

For WRA:

Amy Woodrow, Senior Hydrologist
1441 Schilling Place, North Bldg.
Salinas, CA 93901
woodrowa@countyofmonterey.gov
(831) 755-4860

- H. This Agreement shall be effective when last signed by one of the parties.

IN WITNESS WHEREOF, Parties intend to be legally bound and have caused this Agreement to be executed as of the last date of signature.

MONTEREY COUNTY WATER RESOURCES AGENCY

By: _____

Name: Ara Azhderian

Title: General Manager

Date: _____

APPROVED AS TO FORM:

Kelly L. Donlon
Assistant County Counsel

**SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY**

By: _____

Name: Piret Harmon

Title: General Manager

Date: _____

APPROVED AS TO FORM

Reed Gallogly
Agency Counsel

EXHIBIT A

WELL COMPLETION REPORT FOR DA-1

State of California
Well Completion Report
Form DWR 188 Submitted 2/8/2024
WCR2024-001190

Owner's Well Number DA-1 Date Work Began _____ Date Work Ended 11/10/2023
Local Permit Agency Environmental Health Services of Monterey County
Secondary Permit Agency _____ Permit Number 23-SEA24-000037 Permit Date 09/10/2023

Well Owner (must remain confidential pursuant to Water Code 13752)		Planned Use and Activity	
Name	<u>SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY,</u>	Activity	<u>New Well</u>
Mailing Address	<u>1441 Schilling Pl</u>	Planned Use	<u>Monitoring</u>
City	<u>Salinas</u>		
State	<u>CA</u>		
Zip	<u>93901</u>		

Well Location									
Address _____					APN <u>207201001000</u>				
City _____		Zip _____		County <u>Monterey</u>		Township <u>15 S</u>			
Latitude <u>36</u> <u>38</u> <u>51.248</u> <u>N</u>		Longitude <u>-121</u> <u>42</u> <u>6.6117</u> <u>W</u>				Range <u>02 E</u>			
Deg. Min. Sec.		Deg. Min. Sec.				Section <u>12</u>			
Dec. Lat. <u>36.6475689</u>		Dec. Long. <u>-121.7018366</u>				Baseline Meridian <u>Mount Diablo</u>			
Vertical Datum _____		Horizontal Datum <u>WGS84</u>				Ground Surface Elevation _____			
Location Accuracy _____		Location Determination Method _____				Elevation Accuracy _____			
						Elevation Determination Method _____			

Borehole Information		Water Level and Yield of Completed Well	
Orientation <u>Vertical</u>	Specify _____	Depth to first water _____ (Feet below surface)	
Drilling Method <u>Direct Rotary</u>	Drilling Fluid <u>Bentonite</u>	Depth to Static _____	
Total Depth of Boring <u>1400</u> Feet		Water Level _____ (Feet)	Date Measured _____
Total Depth of Completed Well <u>1010</u> Feet		Estimated Yield* _____ (GPM)	Test Type _____
		Test Length _____ (Hours)	Total Drawdown _____ (feet)
*May not be representative of a well's long term yield.			

Geologic Log - Free Form		
Depth from Surface Feet to Feet		Description
0	10	Sand; redish brown sand, loose, moist
10	60	Sand; brown, vf-fgr, loose, wet, subangular-subrounded grs
60	170	Sand; grey, vf gr, loose, wet, subrounded grs
170	520	Sand; tan, loose, wet
520	760	Clayey sand; tan, loose, wet, sun-angular-rounded
760	1050	Sandy clay; tan, vf-coarse gr sand, loose, moist
1050	1210	Silty sandy clay to sandy clay; tan, loose, wet
1210	1260	Silt; brown, fine grain, loose, no plasticity
1260	1320	Sandy Clay; brown, vf-fgr sand, loose
1320	1400	Sandy silt; tan, vfgr, loose, v well sorted, no plasticity

AGREEMENT TO CONVEY OWNERSHIP IN MONITORING WELL DA-3

WHEREAS:

1. The Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA") is causing the construction of additional monitoring wells throughout the Salinas Valley Groundwater Basin in furtherance of SVBGSA's regulatory activities pursuant to the Sustainable Groundwater Management Act and to expand the Monterey County Water Resources Agency's ("WRA") groundwater monitoring network;
2. The SVBGSA entered into a Sustainable Groundwater Management Act Implementation Grant (Agreement Number 4600014638) with the State of California Department of Water Resources ("DWR") to receive grant monies to assist in financing the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation which included, among many projects, construction of new monitoring wells;
3. The SVBGSA intends to convey ownership of the new monitoring wells, and maintenance and reporting responsibilities, to WRA upon completion of the construction; and
4. WRA is agreeable to accepting title to the new monitoring wells, and maintenance and reporting responsibilities.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, SVBGSA and WRA agree as follows:

- A. Effective upon the filing of a Well Completion Report with WRA, SVBGSA conveys to WRA all right, title and interest in the monitoring well referred to as "DA-3" located as more specifically described in Exhibit A, attached hereto and incorporated herein by reference ("Well") on the condition that SVBGSA has, prior to the filing of the Well Completion Report and to the reasonable satisfaction of WRA, caused to be executed or issued an agreement approving the location of the Well on the indicated property, or otherwise received permission from the property owner.
- B. WRA accepts the conveyance on the terms and conditions set forth herein.
- C. WRA agrees and covenants that the Well shall only be used for monitoring purposes and shall not be used as a production well, and further covenants and agrees that it will be responsible for the maintenance and/or destruction of the Well, as necessary, at its sole cost and expense.
- D. SVBGSA shall defend, indemnify and hold harmless WRA, its officers, employees or agents from and against any and all claims and losses whatsoever accruing or resulting to

any and all persons, firms or corporations, and public and private property in connection with the construction of the Well prior to the date set forth above, unless arising out of the sole negligence or willful misconduct of WRA, its officer, employees or agents.

- E. WRA shall defend, indemnify and hold harmless SVBGSA, its officers, employees or agents from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations, and public and private property in connection with the operation, maintenance or destruction of the Well after the date set forth above, unless arising out of the sole negligence or willful misconduct of SVBGSA, its officer, employees or agents.
- F. SVBGSA and WRA shall jointly defend, indemnify and hold harmless DWR, its officers, employees or agents from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations, and public and private property in connection with the Well, unless arising out of the sole negligence or willful misconduct of DWR, its officer, employees or agents.
- G. Notice may be provided by First Class U.S. Mail, postage prepaid, or by electronic mail to the individual listed below:

For SVBGSA:

Emily Gardner, Deputy GM
P.O. Box 1350
Carmel Valley, CA 93924
gardnere@svbgsa.org
(831) 471-7512 ext. 204

For WRA:

Amy Woodrow, Senior Hydrologist
1441 Schilling Place, North Bldg.
Salinas, CA 93901
woodrowa@countyofmonterey.gov
(831) 755-4860

- H. This Agreement shall be effective when last signed by one of the parties.

IN WITNESS WHEREOF, Parties intend to be legally bound and have caused this Agreement to be executed as of the last date of signature.

MONTEREY COUNTY WATER RESOURCES AGENCY

By: _____

Name: Ara Azhderian

Title: General Manager

Date: _____

APPROVED AS TO FORM:

Kelly L. Donlon
Assistant County Counsel

**SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY**

By: _____

Name: Piret Harmon

Title: General Manager

Date: _____

APPROVED AS TO FORM

Reed Gallogly
Agency Counsel

EXHIBIT A

WELL COMPLETION REPORT FOR DA-3

State of California
Well Completion Report
Form DWR 188 Submitted 2/8/2024
WCR2024-001194

Owner's Well Number DA-3 Date Work Began _____ Date Work Ended 10/20/2023
Local Permit Agency Environmental Health Services of Monterey County
Secondary Permit Agency _____ Permit Number 23-SEA24-000035 Permit Date 09/10/2023

Well Owner (must remain confidential pursuant to Water Code 13752)		Planned Use and Activity	
Name	<u>SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY,</u>	Activity	<u>New Well</u>
Mailing Address	<u>1441 Schilling Pl</u>	Planned Use	<u>Monitoring</u>
City	<u>Salinas</u>		
State	<u>CA</u>		
Zip	<u>93901</u>		

Well Location	
Address	<u>14665 Blackie RD</u>
City	<u>Salinas</u>
Zip	<u>93907</u>
County	<u>Monterey</u>
Latitude	<u>36 46 20.9855 N</u>
Longitude	<u>-121 43 6.3443 W</u>
Dec. Lat.	<u>36.772496</u>
Dec. Long.	<u>-121.718429</u>
Vertical Datum	<u>Horizontal Datum WGS84</u>
Location Accuracy	<u>Location Determination Method</u>
APN	<u></u>
Township	<u>13 S</u>
Range	<u>02 E</u>
Section	<u>26</u>
Baseline Meridian	<u>Mount Diablo</u>
Ground Surface Elevation	<u></u>
Elevation Accuracy	<u></u>
Elevation Determination Method	<u></u>

Borehole Information	Water Level and Yield of Completed Well
Orientation <u>Vertical</u> Specify <u></u>	Depth to first water <u></u> (Feet below surface)
Drilling Method <u>Direct Rotary</u> Drilling Fluid <u>Bentonite</u>	Depth to Static <u></u>
Total Depth of Boring <u>1300</u> Feet	Water Level <u></u> (Feet) Date Measured <u></u>
Total Depth of Completed Well <u>1210</u> Feet	Estimated Yield* <u></u> (GPM) Test Type <u></u>
	Test Length <u></u> (Hours) Total Drawdown <u></u> (feet)
	*May not be representative of a well's long term yield.

Geologic Log - Free Form	
Depth from Surface Feet to Feet	Description
0 20	Sandy Clay: Redish brown, loose, fine grained sand, sub rounded- rounded grains, very well sorted with moderate plasticity clay
20 30	Sandy Silt: Redish brown, loose, very fine grained sand, subrounded - rounded grains, very well sorted with silt
30 300	Sand; redish brown to tan, loose, fine grained
300 420	Silt and Sand layers; tan and brown, very fine grained, loose
420 690	Sandy Clay; tan, loose, very fine grained
690 840	Sandy Clay; redish brown, loose, very fine grained, very well sorted
840 990	Sand; brown, loose, very fine grained, well sorted
990 1110	Silt: Tan, loose, extremely fine grained, soft, no plasticity and Sand: Brown, loose, very fine grained, subrounded - rounded, very well sorted
1110 1290	Sandy Silt: tan, soft, very fine grained, angular - rounded grains, well sorted with silt
1290 1300	Silt: Tan, loose, extremely fine grained, soft, no plasticity

AGREEMENT TO CONVEY OWNERSHIP IN MONITORING WELL ISW-1

WHEREAS:

1. The Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA") is causing the construction of additional monitoring wells throughout the Salinas Valley Groundwater Basin in furtherance of SVBGSA's regulatory activities pursuant to the Sustainable Groundwater Management Act and to expand the Monterey County Water Resources Agency's ("WRA") groundwater monitoring network;
2. The SVBGSA entered into a Sustainable Groundwater Management Act Implementation Grant (Agreement Number 4600014638) with the State of California Department of Water Resources ("DWR") to receive grant monies to assist in financing the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation which included, among many projects, construction of new monitoring wells;
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NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, SVBGSA and WRA agree as follows:

- A. Effective upon the filing of a Well Completion Report with WRA, SVBGSA conveys to WRA all right, title and interest in the monitoring well referred to as "ISW-1" located as more specifically described in Exhibit A, attached hereto and incorporated herein by reference ("Well") on the condition that SVBGSA has, prior to the filing of the Well Completion Report and to the reasonable satisfaction of WRA, caused to be executed or issued an agreement approving the location of the Well on the indicated property, or otherwise received permission from the property owner.
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any and all persons, firms or corporations, and public and private property in connection with the construction of the Well prior to the date set forth above, unless arising out of the sole negligence or willful misconduct of WRA, its officer, employees or agents.

- E. WRA shall defend, indemnify and hold harmless SVBGSA, its officers, employees or agents from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations, and public and private property in connection with the operation, maintenance or destruction of the Well after the date set forth above, unless arising out of the sole negligence or willful misconduct of SVBGSA, its officer, employees or agents.
- F. SVBGSA and WRA shall jointly defend, indemnify and hold harmless DWR, its officers, employees or agents from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations, and public and private property in connection with the Well, unless arising out of the sole negligence or willful misconduct of DWR, its officer, employees or agents.
- G. Notice may be provided by First Class U.S. Mail, postage prepaid, or by electronic mail to the individual listed below:

For SVBGSA:

Emily Gardner, Deputy GM
P.O. Box 1350
Carmel Valley, CA 93924
gardnere@svbgsa.org
(831) 471-7512 ext. 204

For WRA:

Amy Woodrow, Senior Hydrologist
1441 Schilling Place, North Bldg.
Salinas, CA 93901
woodrowa@countyofmonterey.gov
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IN WITNESS WHEREOF, Parties intend to be legally bound and have caused this Agreement to be executed as of the last date of signature.

MONTEREY COUNTY WATER RESOURCES AGENCY

By: _____

Name: Ara Azhderian

Title: General Manager

Date: _____

APPROVED AS TO FORM:

Kelly L. Donlon
Assistant County Counsel

**SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY**

By: _____

Name: Piret Harmon

Title: General Manager

Date: _____

APPROVED AS TO FORM

Reed Gallogly
Agency Counsel

EXHIBIT A

WELL COMPLETION REPORT FOR ISW-1

State of California
Well Completion Report
Form DWR 188 Submitted 2/8/2024
WCR2024-001186

Owner's Well Number ISW-1 Date Work Began _____ Date Work Ended 11/10/2023
Local Permit Agency Environmental Health Services of Monterey County
Secondary Permit Agency _____ Permit Number 23-SEA24-000032 Permit Date 09/10/2023

Well Owner (must remain confidential pursuant to Water Code 13752)	Planned Use and Activity
Name <u>SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY,</u>	Activity <u>New Well</u>
Mailing Address <u>1411 Schilling Pl</u>	Planned Use <u>Monitoring</u>
City <u>Salinas</u> State <u>CA</u> Zip <u>93901</u>	

Well Location	
Address <u>0 Laguna RD</u>	APN _____
City <u>Salinas</u> Zip <u>93908</u> County <u>Monterey</u>	Township <u>15 S</u>
Latitude <u>36</u> <u>35</u> <u>57.1632</u> N Longitude <u>-121</u> <u>37</u> <u>0.9731</u> W	Range <u>03 E</u>
Deg. Min. Sec. Deg. Min. Sec.	Section <u>26</u>
Dec. Lat. <u>36.599212</u> Dec. Long. <u>-121.616937</u>	Baseline Meridian <u>Mount Diablo</u>
Vertical Datum _____ Horizontal Datum <u>WGS84</u>	Ground Surface Elevation _____
Location Accuracy _____ Location Determination Method _____	Elevation Accuracy _____
	Elevation Determination Method _____

Borehole Information	Water Level and Yield of Completed Well
Orientation <u>Vertical</u> Specify _____	Depth to first water _____ (Feet below surface)
Drilling Method <u>Direct Rotary</u> Drilling Fluid <u>Bentonite</u>	Depth to Static _____
Total Depth of Boring <u>200</u> Feet	Water Level _____ (Feet) Date Measured _____
Total Depth of Completed Well <u>95</u> Feet	Estimated Yield* _____ (GPM) Test Type _____
	Test Length _____ (Hours) Total Drawdown _____ (feet)
	*May not be representative of a well's long term yield.

Geologic Log - Free Form		
Depth from Surface Feet to Feet		Description
0	90	Sand; brown, very fine grained, subrounded-rounded grains, very well sorted, loose
90	180	Gravelly sand; brown, fine-coarse grained, angular-rounded grains, poor-moderately sorted, loose, w/ gravel
180	200	Clayey sand; tan, vf-medium grained, angular-rounded grains, poor-moderately sorted, loose, w/ moderate plasticity clay

