

**PAJARO/SUNNY MESA**  
COMMUNITY SERVICES DISTRICT  
136 San Juan Road, Royal Oaks, CA 95076  
O (831) 722-1389 | Fax (831) 722-2137  
[www.pajarosunnymesa.com](http://www.pajarosunnymesa.com)

**AGENDA**  
SPECIAL MEETING OF THE BOARD OF DIRECTORS  
DISTRICT CONFERENCE BOARD ROOM  
136 SAN JUAN ROAD, ROYAL OAKS, CA 95076

FEBRUARY 4, 2025  
4:00 P.M.

The Pajaro/Sunny Mesa Community Services District welcomes you to its meetings regularly scheduled on the fourth Thursday of each month, and your interest and participation is encouraged and appreciated.

Contact the District office at the email address or telephone number above if you believe you require any modification or accommodation for any disability which might impair your ability to participate in the meeting.

**Members of the public** may join the meeting from their computers via Zoom Meeting by entering the following link: <https://us06web.zoom.us/j/84905429412?pwd=FbBwp0W98npeY0wQYaiRI2FI1xWIIY.1> or by calling 1 (669) 444-9171 and when prompted, enter meeting ID: 849 0542 9412# and passcode 583361#. A link to the Zoom Meeting may also be found on our District's home page at [www.pajarosunnymesa.com](http://www.pajarosunnymesa.com) identified as "Board Meeting Zoom Link" You may submit written comments in writing either at District Office in person or by email [info@pajarosunnymesa.com](mailto:info@pajarosunnymesa.com) through and including the time of the meeting.

Documents provided to the District after the agenda has been published will be available at the District office and available for photocopying during ordinary business hours as Public Records at the cost set by resolution by the Board from time to time. This is ordinarily \$.25 per page. Documents provided to the Board for agenda items will ordinarily be placed on the District website if time permits. Otherwise, late documents will be provided to the Board at the meeting and a copy placed with the agendas available to the Public at Board meetings.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Pajaro Sunny Mesa Community Services District at (831) 722-1389 before the meeting to allow the District to make reasonable accomodations.

**1. PLEDGE OF ALLEGIANCE**

**2. CALL TO ORDER AND ROLL CALL**

- o (11/27) President Paul Anderson \_\_\_\_\_
- o (11/25) Vice President Donald Olsen \_\_\_\_\_
- o (11/25) Secretary Clinton Miller \_\_\_\_\_
- o (11/25) Assistant Secretary Sanford Coplin \_\_\_\_\_
- o (11/27) Treasurer Donald Chesterman \_\_\_\_\_

ADMINISTRATIVE STAFF:

- General Manager Judy Vazquez-Varela \_\_\_\_\_
- Operations Manager Sergio Ochoa \_\_\_\_\_
- Bookkeeper Amy Saldate \_\_\_\_\_
- Recorder Rocio Fernandez \_\_\_\_\_
- Heidi Quinn \_\_\_\_\_

DISTRICT COUNSEL:

**P/SMCSD SPECIAL BOARD MEETING AGENDA – February 4, 2025**

**3. ADDITIONS TO AGENDA [SUBDIVISION (b), CALIFORNIA GOVERNMENT CODE § 54954.2]**

The Board may act on items of business not appearing on the posted agenda if (1) three members determine that an emergency (as defined in California Government Code Section 54956.5 exists), and (2) two-thirds vote of the members present, or, if less than two-thirds of the members are present, a unanimous vote of those members present, find a need to take immediate action and that the need for action came to the attention of the District after the agenda was posted.

**4. COMMENTS FROM PUBLIC OR MEMBERS OF BOARD ON ITEMS NOT ON AGENDA**

Any person may address the Board on any item not on the agenda when recognized by the Board President. Any Board member may comment on any item not on the agenda.

**ACTION ITEMS**

Old Business:

NONE

New Business:

**1. CONSIDER AWARD OF BID TO ANDERSON PACIFIC ENGINEERING CONSTRUCTION (APEC); THE LOWEST RESPONSIVE BIDDER, FOR THE SPRINGFIELD WATER SYSTEM IMPROVEMENTS PROJECT IN THE AMOUNT OF \$11,478,950**

- Recommendation of award from MNS Engineers, Inc.
- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve Award of the bid to APEC the lowest responsive bidder

Motioned by: Director \_\_\_\_\_ Seconded by: Director \_\_\_\_\_  
 Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Abstained: \_\_\_\_\_  
 Motion passed: \_\_\_\_\_ Motion Failed: \_\_\_\_\_

Roll Call Vote:

- o (11/27) President Paul Anderson \_\_\_\_\_
- o (11/25) Vice President Donald Olsen \_\_\_\_\_
- o (11/25) Secretary Clinton Miller \_\_\_\_\_
- o (11/25) Assistant Secretary Sanford Coplin \_\_\_\_\_
- o (11/27) Treasurer Donald Chesterman \_\_\_\_\_

**2. CONSIDER APPROVING RESOLUTION NO. 02-01-25 AUTHORIZING GENERAL MANAGER TO ACCEPT AND SIGN ACCEPTANCE OF GRANT OF EASEMENTS FOR WATER LINE PURPOSES FROM SPRINGFIELD RANCH CA, LLC, CAPURRO PROPERTIES SUCCESSORS-IN-INTEREST, DENISE LEACH, ET AL, AND LISA EASTMAN, TRUSTEE OF THE MOSS LAND 1992 IRREVOCABLE TRUST, SUBJECT TO FURTHER DISTRICT COUNSEL REVIEW**

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve Resolution No. 02-01-25 Authorizing General Manager to Accept and Sign Acceptance of Grant of Easements for Water Line Purposes, subject to further District Counsel Review

Motioned by: Director \_\_\_\_\_ Seconded by: Director \_\_\_\_\_  
 Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Abstained: \_\_\_\_\_  
 Motion passed: \_\_\_\_\_ Motion Failed: \_\_\_\_\_

**P/SMCSD SPECIAL BOARD MEETING AGENDA – February 4, 2025**

Roll Call Vote:

- o (11/27) President Paul Anderson \_\_\_\_\_
- o (11/25) Vice President Donald Olsen \_\_\_\_\_
- o (11/25) Secretary Clinton Miller \_\_\_\_\_
- o (11/25) Assistant Secretary Sanford Coplin \_\_\_\_\_
- o (11/27) Treasurer Donald Chesterman \_\_\_\_\_

**CLOSED SESSION:**

A. NONE

**MOTION TO ADJOURN**

Next Board meeting date: February 27, 2025

Motioned by: Director \_\_\_\_\_ Seconded by: Director \_\_\_\_\_

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Abstained: \_\_\_\_\_

Motion passed: \_\_\_\_\_ Motion Failed: \_\_\_\_\_

Roll Call Vote:

- o (11/27) President Paul Anderson \_\_\_\_\_
- o (11/25) Vice President Donald Olsen \_\_\_\_\_
- o (11/25) Secretary Clinton Miller \_\_\_\_\_
- o (11/25) Assistant Secretary Sanford Coplin \_\_\_\_\_
- o (11/27) Treasurer Donald Chesterman \_\_\_\_\_

Adjournment Time: \_\_\_\_\_ p.m.



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people's lives every day

**January 27, 2025**

Pajaro/Sunny Mesa Community Services District  
**Attention: Judy Vazquez-Varela, General Manager**  
136 San Juan Road  
Royal Oaks, CA 934

**SUBJECT: Recommendation of Award – Springfield Water Consolidation Project**

Dear Ms. Vazquez-Varela,

The Pajaro/Sunny Mesa Community Services District closed the bid period for the Springfield Water Consolidation Project on January 15, 2025. The District received five bids as summarized in the following table.

<b>Contractor</b>	<b>Bid</b>
Monterey Peninsula Engineering	\$10,298,950
Anderson Pacific Engineering Construction	\$11,478,950
Specialty Construction, Inc.	\$12,213,467
Sierra Construction	\$12,888,550
Subterra Construction, Inc.	\$13,497,850

A detailed summary of the contractor's bids is provided as an attachment to this letter. The Engineer's estimate for the project was \$12,500,000.

Monterey Peninsula Engineering (MPE) submitted the lowest bid, but following the bid, in general conformance with the contract documents, submitted a letter requesting bid relief due to a calculation error, specifically related to bid items 26 and 32. A copy of MPE's letter requesting bid relief is provide as an attachment to this letter. A review of the bids indicates a significant discrepancy between the other bidders submitted bids for these items, and the claim regarding the math error is believed to be accurate. MNS Engineers, Inc. (MNS) recommends the District relieve MPE of their bid obligations.

Anderson Pacific Engineering Construction (APEC) submitted the second lowest. MNS has reviewed the APEC bid and believes it to be responsive. The listed project references demonstrate the ability of APEC to complete similar projects. MNS has prior working experience with this contractor and we believe they can successfully complete the work. APEC also

811 El Capitan Way | Suite 130  
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Main: 805 787 0326

WWW.MNSENGINEERS.COM

> PLANNING  
> CIVIL ENGINEERING  
> CONSTRUCTION MANAGEMENT  
> LAND SURVEYING



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successfully completed construction of the District's Critical Water Supply Improvements for Pajaro project in 2020. MNS recommends the District award the construction contract to Anderson Pacific.

If you have any questions, please feel free to contact me via phone at 805-722-2734 or by email at [npanofsky@mnsengineers.com](mailto:npanofsky@mnsengineers.com).

Sincerely,  
MNS Engineers, Inc.

A handwritten signature in black ink, appearing to read "Nick Panofsky", written over a light gray background.

Nick Panofsky, PE  
Vice President

Item No.	Description	Unit	Bid Quantity	Anderson Pacific		MPE		Sierra Construction		Specialty Construction		Subterra	
				Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1	Mobilization and Demobilization (not to exceed 5% of Total Bid)	LS	1	\$ 395,000	\$ 395,000	\$ 475,000	\$ 475,000	\$ 245,000	\$ 245,000	\$ 310,000	\$ 310,000	\$ 500,000	\$ 500,000
2	Traffic Control	LS	1	\$ 210,000	\$ 210,000	\$ 180,000	\$ 180,000	\$ 248,920	\$ 248,920	\$ 247,000	\$ 247,000	\$ 165,000	\$ 165,000
3	Sheeting and Shoring	LS	1	\$ 3,000	\$ 3,000	\$ 30,000	\$ 30,000	\$ 125,830	\$ 125,830	\$ 37,000	\$ 37,000	\$ 100,000	\$ 100,000
4	Environmental Protection	LS	1	\$ 71,000	\$ 71,000	\$ 100,000	\$ 100,000	\$ 151,200	\$ 151,200	\$ 113,000	\$ 113,000	\$ 50,000	\$ 50,000
5	County and State Agency Permits and Fees	LS	1	\$ 10,000	\$ 10,000	\$ 20,000	\$ 20,000	\$ 14,550	\$ 14,550	\$ 39,000	\$ 39,000	\$ 25,000	\$ 25,000
6	Surveying, Cleanup, and Project Closeout	LS	1	\$ 90,000	\$ 90,000	\$ 100,000	\$ 100,000	\$ 124,620	\$ 124,620	\$ 132,000	\$ 132,000	\$ 50,000	\$ 50,000
7	Site Demolition and Clearing and Grubbing	LS	1	\$ 120,000	\$ 120,000	\$ 50,000	\$ 50,000	\$ 24,870	\$ 24,870	\$ 54,000	\$ 54,000	\$ 110,000	\$ 110,000
8	Potable Water Storage Tanks	LS	1	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 702,440	\$ 702,440	\$ 885,000	\$ 885,000	\$ 600,000	\$ 600,000
9	Hydropneumatic Tank and Appurtenances	LS	1	\$ 360,000	\$ 360,000	\$ 140,000	\$ 140,000	\$ 356,930	\$ 356,930	\$ 393,000	\$ 393,000	\$ 123,000	\$ 123,000
10	Booster Pump Station	LS	1	\$ 760,000	\$ 760,000	\$ 750,000	\$ 750,000	\$ 674,120	\$ 674,120	\$ 694,000	\$ 694,000	\$ 300,000	\$ 300,000
11	Chemical and Electrical Building	LS	1	\$ 610,000	\$ 610,000	\$ 250,000	\$ 250,000	\$ 289,230	\$ 289,230	\$ 289,000	\$ 289,000	\$ 250,000	\$ 250,000
12	Chemical Dosing Equipment	LS	1	\$ 85,000	\$ 85,000	\$ 50,000	\$ 50,000	\$ 83,840	\$ 83,840	\$ 51,000	\$ 51,000	\$ 45,000	\$ 45,000
13	Well Pump	LS	1	\$ 51,000	\$ 51,000	\$ 70,000	\$ 70,000	\$ 895,000	\$ 895,000	\$ 78,000	\$ 78,000	\$ 85,000	\$ 85,000
14	Well Pump Piping Valves, and Appurtenances	LS	1	\$ 122,000	\$ 122,000	\$ 115,000	\$ 115,000	\$ 95,790	\$ 95,790	\$ 123,000	\$ 123,000	\$ 100,000	\$ 100,000
15	Site Yard Piping and Related Appurtenances	LS	1	\$ 245,000	\$ 245,000	\$ 240,000	\$ 240,000	\$ 258,540	\$ 258,540	\$ 308,000	\$ 308,000	\$ 300,000	\$ 300,000
16	Springfield Well No. 2 Site Civil Improvements	LS	1	\$ 345,000	\$ 345,000	\$ 250,000	\$ 250,000	\$ 335,080	\$ 335,080	\$ 288,000	\$ 288,000	\$ 400,000	\$ 400,000
17	Back-up Generator and Fuel Tank	LS	1	\$ 275,000	\$ 275,000	\$ 265,000	\$ 265,000	\$ 331,120	\$ 331,120	\$ 217,000	\$ 217,000	\$ 180,000	\$ 180,000
18	Springfield Well No. 2 Electrical, Instrumentation, and Exterior Lighting Improvements	LS	1	\$ 420,000	\$ 420,000	\$ 990,000	\$ 990,000	\$ 1,243,040	\$ 1,243,040	\$ 1,050,000	\$ 1,050,000	\$ 50,000	\$ 50,000
19	Moss Landing Mobile Home Park Well Site Demolition and Well Destruction	LS	1	\$ 40,000	\$ 40,000	\$ 41,000	\$ 41,000	\$ 66,870	\$ 66,870	\$ 56,000	\$ 56,000	\$ 25,000	\$ 25,000

20	Springfield Well No. 1 Demolition and Well Destruction	LS	1	\$ 5,000	\$ 5,000	\$ 64,000	\$ 64,000	\$ 94,660	\$ 94,660	\$ 63,000	\$ 63,000	\$ 25,000	\$ 25,000
21	Unknown Springfield Well Demolition	LS	1	\$ 1,000	\$ 1,000	\$ 30,000	\$ 30,000	\$ 66,870	\$ 66,870	\$ 38,000	\$ 38,000	\$ 15,000	\$ 15,000
22	200 Springfield Rd Private Well Destruction	LS	1	\$ 22,000	\$ 22,000	\$ 30,000	\$ 30,000	\$ 66,870	\$ 66,870	\$ 35,000	\$ 35,000	\$ 25,000	\$ 25,000
23	64 Struve Rd Private Well Destruction	LS	1	\$ 20,000	\$ 20,000	\$ 30,000	\$ 30,000	\$ 66,870	\$ 66,870	\$ 35,000	\$ 35,000	\$ 25,000	\$ 25,000
24	Highway 1 Crossing	LS	1	\$ 360,000	\$ 360,000	\$ 280,000	\$ 280,000	\$ 243,850	\$ 243,850	\$ 340,000	\$ 340,000	\$ 250,000	\$ 250,000
25	Springfield Road Pipeline 8-Inch	LF	3300	\$ 220	\$ 726,000	\$ 190	\$ 627,000	\$ 200	\$ 660,000	\$ 197	\$ 650,100	\$ 600	\$ 1,980,000
26	Springfield Road Full Width 2-Inch Overlay	LS	1	\$ 250,000	\$ 250,000	\$ 105,000	\$ 105,000	\$ 302,390	\$ 302,390	\$ 272,000	\$ 272,000	\$ 275,000	\$ 275,000
27	Springfield-Struve Intertie Pipeline 8-Inch Agricultural Field	LF	1125	\$ 170	\$ 191,250	\$ 160	\$ 180,000	\$ 110	\$ 123,750	\$ 125	\$ 140,625	\$ 400	\$ 450,000
28	Springfield-Struve Intertie Pipeline 8-Inch AC Surface Repair	LF	1670	\$ 250	\$ 417,500	\$ 220	\$ 367,400	\$ 200	\$ 334,000	\$ 223	\$ 372,410	\$ 500	\$ 835,000
29	Springfield-Struve Intertie Pipeline 8-Inch Unimproved Surface	LF	275	\$ 160	\$ 44,000	\$ 190	\$ 52,250	\$ 160	\$ 44,000	\$ 126	\$ 34,650	\$ 500	\$ 137,500
30	Springfield-Struve Intertie Pipeline 6-Inch AC Surface Repair	LF	890	\$ 250	\$ 222,500	\$ 200	\$ 178,000	\$ 210	\$ 186,900	\$ 239	\$ 212,710	\$ 575	\$ 511,750
31	Struve Road Pipeline 6-Inch	LF	2280	\$ 255	\$ 581,400	\$ 180	\$ 410,400	\$ 150	\$ 342,000	\$ 278	\$ 633,840	\$ 595	\$ 1,356,600
32	Struve Road Full Width 2-Inch Overlay	LS	1	\$ 180,000	\$ 180,000	\$ 75,000	\$ 75,000	\$ 191,770	\$ 191,770	\$ 172,000	\$ 172,000	\$ 225,000	\$ 225,000
33	Moss Landing Mobile Home Park Pipeline 6-Inch, AC Surface Repair	LF	3100	\$ 370	\$ 1,147,000	\$ 329	\$ 1,019,900	\$ 240	\$ 744,000	\$ 380	\$ 1,178,000	\$ 550	\$ 1,705,000
34	Blow Off Assemblies	EA	7	\$ 10,000	\$ 70,000	\$ 18,000	\$ 126,000	\$ 16,590	\$ 116,130	\$ 16,300	\$ 114,100	\$ 15,000	\$ 105,000
35	Fire Hydrants	EA	20	\$ 20,500	\$ 410,000	\$ 18,000	\$ 360,000	\$ 25,520	\$ 510,400	\$ 21,000	\$ 420,000	\$ 25,000	\$ 500,000
36	Sampling Stations	EA	2	\$ 15,000	\$ 30,000	\$ 6,000	\$ 12,000	\$ 10,990	\$ 21,980	\$ 9,400	\$ 18,800	\$ 10,000	\$ 20,000
37	Air/Vacuum Release Valve Assembly	EA	9	\$ 11,000	\$ 99,000	\$ 8,000	\$ 72,000	\$ 10,860	\$ 97,740	\$ 10,000	\$ 90,000	\$ 18,000	\$ 162,000
38	Struve Road Residential Water Service Laterals	EA	37	\$ 6,000	\$ 222,000	\$ 9,000	\$ 333,000	\$ 12,120	\$ 448,440	\$ 11,100	\$ 410,700	\$ 8,000	\$ 296,000
39	Water Service Lateral - 1940 Salinas Road (76 Station)	EA	1	\$ 20,000	\$ 20,000	\$ 28,000	\$ 28,000	\$ 24,650	\$ 24,650	\$ 22,750	\$ 22,750	\$ 50,000	\$ 50,000
40	Water Service Lateral - 1956 Highway 1 (J&S Surplus)	EA	1	\$ 8,700	\$ 8,700	\$ 18,000	\$ 18,000	\$ 15,770	\$ 15,770	\$ 32,000	\$ 32,000	\$ 15,000	\$ 15,000

41	Moss Landing Mobile Home Park Water Service Laterals	EA	103	\$ 7,600	\$ 782,800	\$ 5,000	\$ 515,000	\$ 10,980	\$ 1,130,940	\$ 10,700	\$ 1,102,100	\$ 4,500	\$ 463,500
43	Water Service Lateral – 19 Springfield Road	EA	1	\$ 36,000	\$ 36,000	\$ 28,000	\$ 28,000	\$ 95,870	\$ 95,870	\$ 26,100	\$ 26,100	\$ 50,000	\$ 50,000
44	Water Service Lateral – 39 Springfield Road	EA	1	\$ 15,800	\$ 15,800	\$ 20,000	\$ 20,000	\$ 30,120	\$ 30,120	\$ 18,000	\$ 18,000	\$ 20,000	\$ 20,000
46	Water Service Lateral – 41 Springfield Road	EA	1	\$ 26,000	\$ 26,000	\$ 35,000	\$ 35,000	\$ 42,120	\$ 42,120	\$ 31,500	\$ 31,500	\$ 30,000	\$ 30,000
45	Water Service Lateral – 79 Springfield Road	EA	1	\$ 71,000	\$ 71,000	\$ 20,000	\$ 20,000	\$ 80,380	\$ 80,380	\$ 51,500	\$ 51,500	\$ 60,000	\$ 60,000
47	Water Service Lateral – 65 Springfield Road	EA	1	\$ 35,000	\$ 35,000	\$ 15,000	\$ 15,000	\$ 38,090	\$ 38,090	\$ 36,000	\$ 36,000	\$ 30,000	\$ 30,000
48	Water Service Lateral – 93 Springfield Road	EA	1	\$ 18,000	\$ 18,000	\$ 20,000	\$ 20,000	\$ 32,980	\$ 32,980	\$ 19,100	\$ 19,100	\$ 20,000	\$ 20,000
49	Water Service Lateral – 97 Springfield Road	EA	1	\$ 19,000	\$ 19,000	\$ 14,000	\$ 14,000	\$ 32,820	\$ 32,820	\$ 17,200	\$ 17,200	\$ 20,000	\$ 20,000
50	Water Service Lateral – 117 Springfield Road	EA	1	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 28,350	\$ 28,350	\$ 16,200	\$ 16,200	\$ 20,000	\$ 20,000
51	Water Service Lateral – 119 Springfield Road	EA	1	\$ 18,000	\$ 18,000	\$ 15,000	\$ 15,000	\$ 47,840	\$ 47,840	\$ 17,100	\$ 17,100	\$ 20,000	\$ 20,000
52	Water Service Lateral – 121 Springfield Road	EA	1	\$ 54,000	\$ 54,000	\$ 20,000	\$ 20,000	\$ 59,020	\$ 59,020	\$ 23,000	\$ 23,000	\$ 20,000	\$ 20,000
53	Water Service Lateral – 125 Springfield Road	EA	1	\$ 64,000	\$ 64,000	\$ 32,000	\$ 32,000	\$ 26,360	\$ 26,360	\$ 28,000	\$ 28,000	\$ 50,000	\$ 50,000
54	Water Service Lateral – 161 Springfield Road	EA	1	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 30,060	\$ 30,060	\$ 16,000	\$ 16,000	\$ 15,000	\$ 15,000
55	Water Service Lateral – 163 Springfield Road	EA	1	\$ 25,000	\$ 25,000	\$ 14,000	\$ 14,000	\$ 26,390	\$ 26,390	\$ 17,000	\$ 17,000	\$ 15,000	\$ 15,000
56	Water Service Lateral – Springfield/Struve Intertie 200 Springfield Road	EA	1	\$ 18,000	\$ 18,000	\$ 16,000	\$ 16,000	\$ 30,060	\$ 30,060	\$ 17,000	\$ 17,000	\$ 20,000	\$ 20,000
57	Water Service Lateral – Springfield/Struve Intertie 62 Struve Road	EA	1	\$ 12,000	\$ 12,000	\$ 13,000	\$ 13,000	\$ 27,610	\$ 27,610	\$ 13,000	\$ 13,000	\$ 20,000	\$ 20,000
58	Water Service Lateral – Springfield/Struve Intertie 64 Struve Road	EA	1	\$ 33,000	\$ 33,000	\$ 26,000	\$ 26,000	\$ 38,100	\$ 38,100	\$ 17,000	\$ 17,000	\$ 30,000	\$ 30,000
62	Automatic Meter Reading System	LS	1	\$ 55,000	\$ 55,000	\$ 30,000	\$ 30,000	\$ 103,010	\$ 103,010	\$ 85,000	\$ 85,000	\$ 120,000	\$ 120,000
Total of All Lump Sum and Unit Price Bid Items					\$ 11,453,950		\$ 10,278,950		\$ 12,870,150		\$ 12,200,485		\$ 13,445,350

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
59	Additional AC Pavement – Additional 2” Grind and Overlay	SF	200	\$ 55	\$ 11,000	\$ 20	\$ 4,000	\$ 5	\$ 1,000	\$ 6.63	\$ 1,326.00	\$ 100	\$ 20,000
60	Additional AC Pavement – Full Section Replacement	SF	200	\$ 40	\$ 8,000	\$ 40	\$ 8,000	\$ 46	\$ 9,200	\$ 13.25	\$ 2,650.00	\$ 150	\$ 30,000



61.	1-Sack Concrete Slurry	CY	20	\$ 300	\$ 6,000	\$ 400	\$ 8,000	\$ 410	\$ 8,200	\$ 450	\$ 9,000.00	\$ 125	\$ 2,500
Total for all Unit Price Contingency Allowances					\$ 25,000		\$ 20,000		\$ 18,400		\$ 12,976		\$ 52,500
Grand Total Bid					\$ 11,478,950	\$ -	\$ 10,298,950	\$ -	\$ 12,888,550	\$ -	\$ 12,213,461	\$ -	\$ 13,497,850



# MONTEREY PENINSULA ENGINEERING

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CONTRACTORS & ENGINEERS  
P.O. BOX 2317  
MONTEREY, CA 93942  
(831) 384-4081

January 20<sup>th</sup> 2025

**Nick Panofsky, PE**

Vice President - Water Resources

MNS Engineers

201 N Calle Cesar Chavez Ste 300,

Santa Barbara, California,

93103

**Re: Springfield Water Consolidation**

Nick,

Pursuant to my voice mail last Thursday and our follow up conversations along with California Public Contract Code, Monterey Peninsula Engineering hereby requests relief for the above-referenced project because of a material error discovered within our bid worksheets.

The error involves bid items 32) Struve Road Full Width 2-inch Overlay and, Bid item 28) Springfield Road Full Width 2-inch Overlay

On these items, we inadvertently entered the incorrect tax multiplier for the asphalt materials which essentially erased 91% of the buy for 2,500 tons of hot mix asphalt concrete. In our estimation, the error led to a short fall of nearly \$300,000 from our intended bid total.

The clerical error results in a materially different bid than intended. The error was in the entering of pricing and is not due to judgment or carelessness inspecting the work site or in reading the plans or specifications. Due to the magnitude and nature of the error, we are requesting relief from our bid. If you require additional documentation regarding this claim, please contact us and we will provide whatever assistance you require to make a fair determination.

We apologize for any inconvenience this may have caused and appreciate your understanding in this matter.

Please call me at 831-277-6112 if you have any questions.

*Peter Taormina*



RESOLUTION NO. 02-01-25

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE PAJARO/SUNNY MESA COMMUNITY SERVICES DISTRICT, AUTHORIZING GENERAL MANAGER TO ACCEPT AND SIGN ACCEPTANCE OF GRANT OF EASEMENTS FOR WATER LINE PURPOSES FROM SPRINGFIELD RANCH CA, LLC, CAPURRO PROPERTIES SUCCESSORS-IN-INTEREST, DENISE LEACH, ET AL AND LISA EASTMAN, TRUSTEE OF THE MOSS LAND 1992 IRREVOCABLE TRUST**

**WHEREAS**, the Board of Directors of the Pajaro/Sunny Mesa Community Services District (Board) is the duly appointed and authorized governing body of the Pajaro/Sunny Mesa Community Services District (District), and

**WHEREAS**, the General Manager of the Pajaro/Sunny Mesa Community Services District (the Authorized Representative”) or designee is hereby authorized and directed to negotiate and sign real estate related documents for the Springfield Water Consolidation Project (Project), and

**WHEREAS**, President of the Board is therefore hereby authorized and directed to sign the Certificate of Consent and Acceptance attached to said Easements from the Springfield Ranch CA, LLC, Capurro Properties Successors-in-Interest, Denise Leach, ET AL, and Lisa Eastman, Trustee of the Moss Land 1992 Irrevocable Trust, a copy of which is attached and identified as Exhibit “A.”

PASSED AND ADOPTED this 4th of February 2025, upon motion of Director , seconded by Director , and carried by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Paul Anderson, President

CERTIFICATE OF SECRETARY

I, Clinton Miller, as the duly elected Secretary of the Board of Directors of the Pajaro / Sunny Mesa Community Services District, Monterey County, California, do hereby certify that the above resolution is a full, true and correct copy of said Resolution passed and adopted by the Board of Directors at a meeting held on the 4th day of February 2025, and that a copy of this and Exhibit "A" will be included in the minutes of said Board.

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Secretary of the Board of Directors

## Pajaro Sunny Mesa Community Services District Right of Way Contract

In consideration of the terms and conditions set forth in this Right of Way Contract (“**Contract**”), **SPRINGFIELD RANCH CA, LLC**, a California limited liability company (“**GRANTOR**”) shall deposit in the escrow designated below an easement (“**Permanent Easement**”) in the form set for in Exhibit A and Exhibit B, attached hereto and incorporated by reference, for recordation and conveyance from GRANTOR to **PAJARO SUNNY MESA COMMUNITY SERVICES DISTRICT**, a public agency (“**PSMCSD**”) covering an easement over, under and across the real property particularly described therein (“**Subject Property**”).

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

### 1. Entire Contract

The parties have herein set forth the whole of their Contract. The performance of this Contract constitutes the entire consideration for the Permanent Easement and shall relieve PSMCSD of all further obligations or claims on this account or on account of the location, grade, construction, or operation of the proposed public improvement within the Permanent Easement.

### 2. Payment

PSMCSD shall pay GRANTOR the sum of **EIGHT THOUSAND ONE HUNDRED DOLLARS (\$8,100.00)** as payment in full (“**Payment**”) for the Permanent Easement described below and identified in PSMCSD’s Summary of the Basis of Just Compensation delivered separately with this Contract. Payment to GRANTOR shall be made at the close of escrow, described below, and unless otherwise agreed to by GRANTOR prior to any entry by PSMCSD on GRANTOR’s property or the Permanent Easement.

The transfer and sale of the Permanent Easement shall be accomplished through an escrow established with the Title Company designated in Paragraph 5. PSMCSD’s obligation to purchase the Permanent Easement is conditioned upon the Subject Property being vested in PSMCSD free and clear of all liens (other than non-delinquent real property taxes and assessments), leases, rights of possession, encumbrances (recorded or unrecorded), agreements, and special assessments other than those accepted by PSMCSD in writing prior to the closing (“**Permitted Exceptions**”). As of the date of this Contract, the condition of title to the Subject Property is reflected in the preliminary title report dated as of January 15, 2025 issued by the Title Company. Clearing of any title exceptions not acceptable to the PSMCSD is the responsibility of GRANTOR. In the administration of the escrow:

- A. GRANTOR agrees to pay all escrow, recording, transfer tax, and title insurance charges, if any, incurred in this transaction.
- B. Prior to the close of escrow, Title Company shall have the authority to deduct and pay from the Payment any amount necessary to satisfy any liens, bond demands and delinquent taxes due, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent taxes and assessments, which may have become a lien at the close of escrow. GRANTOR shall pay any additional amounts required to satisfy the amounts due to the extent the Payment amount is not sufficient. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow. Close of escrow for this transaction shall be contingent upon the Title Company

receiving and recording partial reconveyances of any deeds of trust or mortgages encumbering the Subject Property.

- C. The Payment includes payment in full for the following improvements: all buildings, structures and other improvements affixed to the land which are owned by GRANTOR as owner or tenant of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired are: a permanent easement, as described in Exhibit A and depicted in Exhibit B.
- D. Title Company on behalf of PSMCSD shall withhold any amounts as required by section 1445 of the Internal Revenue Code of 1986, unless GRANTOR delivers to PSMCSD a duly executed Certificate of Non-Foreign Status. Further, pursuant to and in accordance with California Revenue Taxation Code sections 18662 and 26131, Title Company on behalf of PSMCSD shall withhold such amounts as required thereby.
- E. After the close of escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service (“**IRS**”), and if such report is required pursuant to section 6045(a) of the Internal Revenue Code, Title Company shall report the gross proceeds of the purchase and sale of the Property to the IRS on Form 1099-B, W-9, or such other form(s) as may be specified by the IRS pursuant to said section 6045(a). Concurrently with such filing, Title Company shall deliver a copy thereof to PSMCSD and Grantor.

Escrow of this transaction shall close when Title Company is prepared to issue to PSMCSD a standard form California Land Title Association (“**CLTA**”) policy of title insurance with coverage in the amount of the Payment amount showing title to the Permanent Easement vested in PSMCSD subject to no exceptions to title other than the Permitted Exceptions.

### 3. PSMCSD Performed Work

All work done under this Contract 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 the PSMCSD, shall be left in as good condition as found.

### 4. Payment of Deed of Trust

If the Subject Property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR’S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

### 5. External Escrow

This transaction will be handled through an external escrow held by Old Republic Title Company (“**Title Company**”), Escrow No.0625017009-LH, Attn: Lorena Henderson, Escrow Officer, 18625 Sutter Boulevard, Suite 950, Morgan Hill, CA 95037; telephone no.: (408) 779-2166; email: lhenderson@ortc.com.

GRANTOR and PSMCSD hereby authorize Title Company to prepare their standard escrow instructions consistent with the terms of this Contract on behalf of both parties.

#### 6. Hazardous Waste

GRANTOR represents and warrants to PSMCSD that during the period of GRANTOR'S ownership of the Subject Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous waste on, from, or under the Subject Property. GRANTOR further represents and warrants that GRANTOR has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous waste, on, from, or under the Subject Property which may have occurred prior to GRANTOR taking title to the Subject Property. GRANTOR agrees to indemnify, defend and hold PSMCSD and its officers, directors, agents, employees, successors and assigns (collectively, "**Indemnified Parties**") harmless from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments paid or incurred by any of Indemnified Parties and all expenses related thereto, including, without limitation, court costs and attorneys' fees arising out of or related to a breach of the representations and warranties of GRANTOR set forth in this Paragraph. The obligations set forth in this Paragraph shall survive Closing.

#### 7. Right of Possession and Use

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Contract, the right of possession and use of the Subject Property by PSMCSD, and/or its designees or assignees, including the right to remove and dispose of improvements, and install and connect utilities, shall commence on \_\_\_\_\_ or close of escrow, whichever occurs first, and that the Payment includes, but is not limited to, full payment for such possession and use, including interest and damages, if any, from said date.

#### 8. Binding on Successors and Assigns

This Contract shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Contract.

#### 9. No Leases

GRANTOR warrants that there are no oral or written leases on all or any portion of the Subject Property exceeding a period of one month, and GRANTOR further agrees to hold PSMCSD harmless and reimburse PSMCSD for any and all of its losses and expenses occasioned by reason of any lease of said Subject Property held by any tenant of GRANTOR for a period exceeding one month.

#### 10. Quitclaim Deeds

If any lessee interests are identified in Paragraph 9 herein, as a condition precedent to approval of this Contract by the PSMCSD Council, Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the Subject Property will be required. GRANTOR agrees to assist PSMCSD in securing said Quitclaim Deeds or releases.

#### 11. Release of Claims

GRANTOR, for itself, its agents, assigns, successors-in-interest, and any related or affiliated entities, hereby fully releases and discharges PSMCSD, its agents, employees, officers, directors, divisions, attorneys, accountants, insurers, successors, and other representatives, and any and all related or affiliated private or public agencies or entities, from any and all causes of action, actions, judgments, liens, indebtedness, obligations, losses, claims, damages, liabilities and demands, including, without limitation, any claim arising out of or pertaining, directly or indirectly, to the acquisition of the Subject Property described in this Contract and the construction of any improvements thereon,

including, without limitation, inverse condemnation, nuisance, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, attorneys' fees and costs, loss of goodwill, construction-related dust, noise, traffic and other related construction activity, and lost rentals or business associated with construction of any improvements, and any other types of related losses or damages.

GRANTOR acknowledges that it may hereafter discover facts or law different from, or in addition to that which it now believes to be true with respect to its release of claims as set forth in this Contract and understands that by executing this Contract it is waiving any rights of claims for any other or future benefits or damages to which it might be entitled which are not specifically exempted herein. In giving this release, GRANTOR expressly waives the protection of Civil Code Section 1542, which statute provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

12. Approval of PSMCSD

GRANTOR understands that this Contract is subject to the approval of PSMCSD. Further, that this Contract shall have no force or effect unless and until said PSMCSD approval has been obtained.

13. Authority to Sign

GRANTOR and the signatories of GRANTOR represent and warrant that they are authorized to enter into this Contract to convey real property and that no other authorizations are required to implement this Contract on behalf of GRANTOR.

14. Integrity of Property

Except as otherwise provided herein or by express written permission granted by PSMCSD, GRANTOR shall not, after the date of execution of this Contract and the close of escrow, alienate, lien, encumber or other transfer of the Subject Property or any portion thereof or allow the same to occur, cause or allow any physical changes on the Subject Property, or enter into any lease or contract with respect to the Subject Property or any portion thereof which would survive the close of escrow and impair PSMCSD's use of the Subject Property. GRANTOR shall maintain the Subject Property in its current condition and shall make, at GRANTOR's expense, all repairs necessary to maintain the Subject Property in such condition.

15. Casualty or Loss

If, prior to the close of escrow, GRANTOR becomes aware that all or any material portion of the Subject Property has been destroyed, or substantially damaged, GRANTOR shall promptly give PSMCSD written notice of the event, and PSMCSD, at its option, may, on or before the close of escrow, elect to terminate this Contract by giving GRANTOR written notice of termination, in which event the parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder. If PSMCSD elects to complete the transactions contemplated in this Contract, the Contract shall remain in full force and effect and the purchase contemplated herein shall be consummated with no further adjustment or modification, and at the close of escrow, GRANTOR shall assign, transfer, and set over to PSMCSD all of the right, title, and interest of GRANTOR in and



to any insurance proceeds resulting from any casualty or any awards that have been or may thereafter be made. Such set over may be made at close of escrow by crediting the amounts of any such proceeds and/or awards against the amounts by PSMCSD for the property acquisition under this Contract.

#### 16. Counterparts Signature

This Contract may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one Contract. To facilitate execution and delivery of this Contract, the parties may execute this Contract by hand or by electronic signature (i.e., with DocuSign®). Electronic signatures will be deemed original signatures for purposes of this Contract.

#### 17. Title VI

- a. The parties to this Contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.
- b. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Contract.

#### 18. Specific Performance and Other Remedies

The parties understand that the interests and rights being conveyed by this Contract are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Contract is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Contract, 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. In the event that any party institutes a legal action or arbitration to interpret or enforce this Contract or their respective rights and obligations hereunder, the prevailing party in such action or arbitration shall be entitled to an award of costs and fees, including, but not limited to, reasonable attorneys' fees, expert fees and court costs.

#### 19. Integration and Amendment

This Contract constitutes the complete and final expression of the agreement of the parties relating to the purchase of the Subject Property and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Subject Property. This Contract cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Contract) executed by the party against whom enforcement of the modification or waiver is sought. Time is of the essence of this Contract.

#### 20. Further Acts

In addition to the acts recited in this Contract to be performed by GRANTOR and PSMCSD, GRANTOR and PSMCSD agree to perform or cause to be performed at the closing or after the closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

GRANTOR: SPRINGFIELD RANCH CA, LLC  
PROJECT NAME: SPRINGFIELD WATER SYSTEM IMPROVEMENTS  
AND CONSOLIDATION PROJECT

APN: 413-012-008

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the latest date set forth below the parties' signatures.

**PSMCSD:**

**GRANTOR:**

**Pajaro Sunny Mesa Community Services District, a Public Agency**

**Springfield Ranch CA, LLC,  
a California limited liability company**

By: \_\_\_\_\_

Nielsen Family Revocable 2004 Trust UTD  
September 20, 2004

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Raymond J. Nielsen, Trustee

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Rosalie A. Nielsen, Trustee

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Member

Title: \_\_\_\_\_

Richard L. Sharp and Jane E. Sharp Trust, UTD  
May 24, 2010-Trust B

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David R. Sharp, Successor Trustee

Date: \_\_\_\_\_

Title: Member

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

EXHIBIT A  
FORM OF GRANT DEED

*(To be inserted)*

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**15', 20' & 25' WIDE PSM/CSD WATER SYSTEM EASEMENT 1**

A portion of land in the County of Monterey, State of California, located in Section 6, Township 13 South, Range 2 East, Mount Diablo Base and Meridian, and described in that certain correction deed recorded as Document No. 2016018386 of Official Records in the office of the County Recorder of said county, more particularly described as follows:

A strip of land 15, 20 and 25 feet wide, the centerline of which is described as follows:

**Commencing** at a 1" iron pipe at the northwest corner of Parcel "B" as shown on that certain Parcel Map filed as Volume 4, Page 68, Records of Monterey County; thence, along the westerly line of said Parcel "B", South 1°34'29" West 444.04 feet to the **Point of Beginning**, being the beginning of a 15 foot wide easement; thence,

- 1) North 43°15'07" West 14.19 feet along said 15 foot wide easement centerline to **POINT "A"**, being the end of said 15 foot wide easement, and the beginning of a 20 foot wide easement; thence,
- 2) North 1°34'29" East 734.40 feet; thence,
- 3) North 43°29'06" West 11.97 feet along said 20 foot wide easement centerline to **POINT "B"**, being the end of said 20 foot wide easement, and the beginning of a 25 foot wide easement; thence,
- 4) North 1°30'54" East 417.40 feet to a point that bears North 88°40'24" West 18.91 feet from the northeast corner of the land described per said correction deed, being a point on the southerly right of way line of Springfield Road (40 feet wide), said point also being the **Point of Termination**.

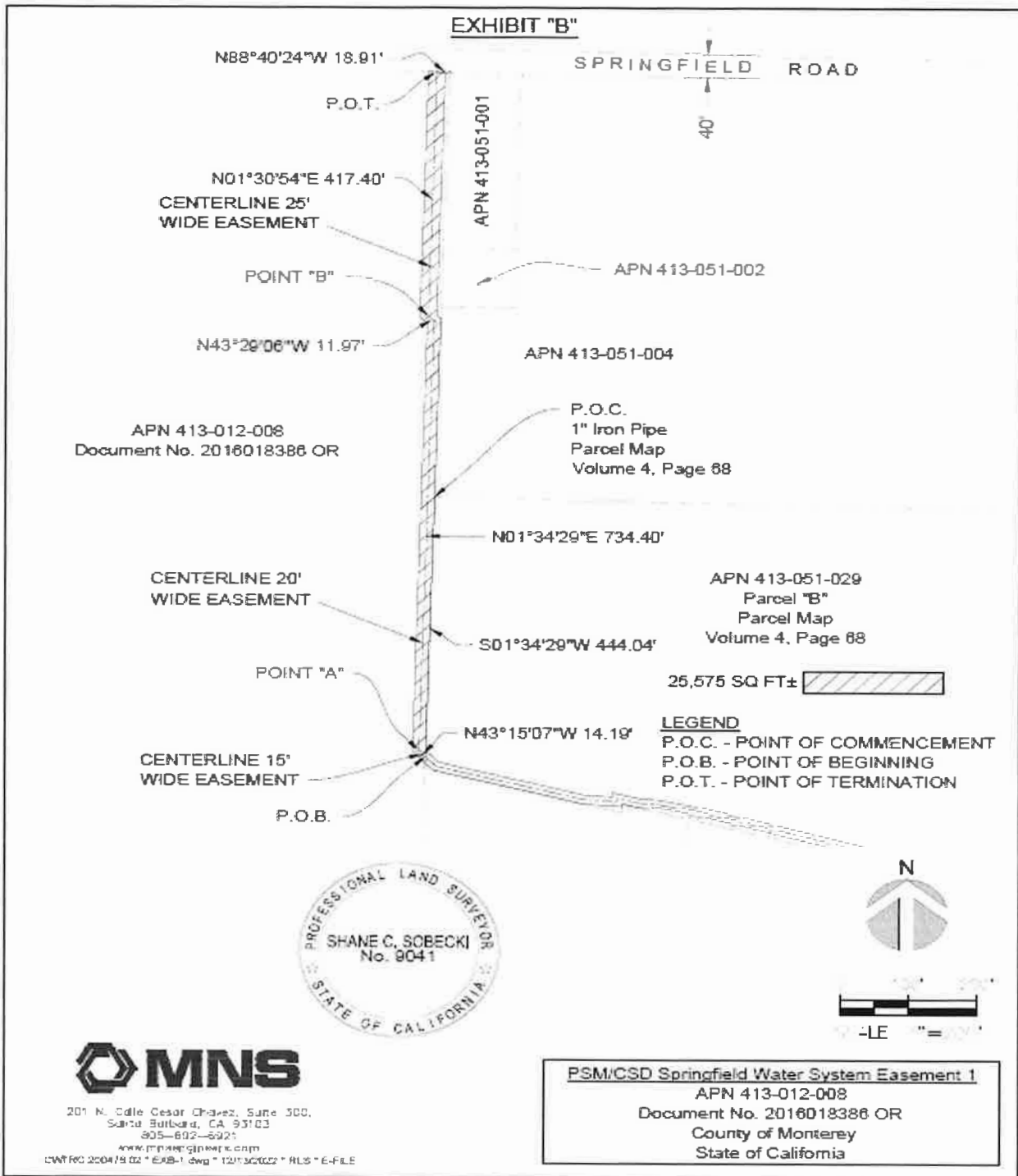
The sidelines of said strip of land shall be shortened and/or extended so as to begin and/or end on the variable width transitions located at Points "A" and "B", easterly line of the land described per said correction deed and the southerly right of way line of Springfield Road (40 feet wide).

Containing an area of 25,575 square feet, more or less.

Signature: Shane C. Sobecki  
Shane C. Sobecki, PLS

Date: 12/19/2022





RECORD WITHOUT FEE UNDER SECTION 6103  
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

**AFTER RECORDING RETURN TO:**

Attn: Judy Vasquez-Varela  
Pajaro Sunny Mesa Community Services District  
136 San Juan Road  
Royal Oaks, CA 95076

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**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

*This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922*

**APN: 413-012-008** (portion of)

## **GRANT OF EASEMENT FOR WATER LINE PURPOSES**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, **Springfield Ranch CA, LLC, a California limited liability company ("Grantor")**, does hereby grant to **Pajaro Sunny Mesa Community Services District, a public agency ("Grantee")**, its successors or assigns, a perpetual easement for water pipeline and water pipeline related purposes, over, under and across that certain portion of Grantor's real property (commonly known as APN 413-012-008) situated in the unincorporated area of Monterey County, commonly known as Moss Landing, State of California, and being more particularly described as follows:

SEE EASEMENT LEGAL DESCRIPTION MARKED EXHIBIT "A" AND DIAGRAM THEREOF MARKED EXHIBIT "B," ATTACHED HERETO AND INCORPORATED BY REFERENCE.

The easement rights granted herein include the following: (a) the right of ingress and egress over and across the easement for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted, (b) the right of ingress and egress, to and from the easement herein described, across the lands of Grantor for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not unreasonably interfere with Grantor's reasonable use of its remainder property; (c) the right to install, construct, reconstruct, repair, replace, operate, improve and maintain water lines and all related above and below ground appurtenances and facilities; and (d) the right to deposit, store and use tools, implements and material thereon. The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, and by any contractor, its agents or employees, engaged by Grantee, its successors or assigns, whenever and wherever necessary for the purposes above set forth.

Grantor shall not plant any vegetation, including, but not limited to, crops, trees or bushes, or erect, construct or install any fence, wall, irrigation system or any other type of structure, improvement or private utility, or make any use of the area over, under or across the easement and right-of-way without first obtaining written permission from Grantee, which shall not be

unreasonably withheld. Grantor shall keep the easement area clear from any obstacles that will make the area un-accessible.

This conveyance of said easement and right-of-way is made for the benefit and burden of all parties who have or may acquire any right, title, or interest in any part of the above-described real property. This conveyance is binding on the Grantor, its heirs, assigns and successors-in-interest.

**GRANTOR:**

Date: \_\_\_\_\_

**Springfield Ranch CA, LLC,  
a California limited liability company**

Nielsen Family Revocable 2004 Trust UTD  
September 20, 2004

By: \_\_\_\_\_  
Raymond J. Nielsen, Trustee

By: \_\_\_\_\_  
Rosalie A. Nielsen, Trustee

Title: Member

Richard L. Sharp and Jane E. Sharp Trust, UTD  
May 24, 2010-Trust B

By: \_\_\_\_\_  
David R. Sharp, Successor Trustee

Title: Member

**EXHIBIT "A"**  
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**15', 20' & 25' WIDE PSM/CSD WATER SYSTEM EASEMENT 1**

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- 1) North 43°15'07" West 14.19 feet along said 15 foot wide easement centerline to POINT "A", being the end of said 15 foot wide easement, and the beginning of a 20 foot wide easement; thence,
- 2) North 1°34'29" East 734.40 feet; thence,
- 3) North 43°29'06" West 11.97 feet along said 20 foot wide easement centerline to POINT "B", being the end of said 20 foot wide easement, and the beginning of a 25 foot wide easement; thence,
- 4) North 1°30'54" East 417.40 feet to a point that bears North 88°40'24" West 18.91 feet from the northeast corner of the land described per said correction deed, being a point on the southerly right of way line of Springfield Road (40 feet wide), said point also being the Point of Termination.

The sidelines of said strip of land shall be shortened and/or extended so as to begin and/or end on the variable width transitions located at Points "A" and "B", easterly line of the land described per said correction deed and the southerly right of way line of Springfield Road (40 feet wide).

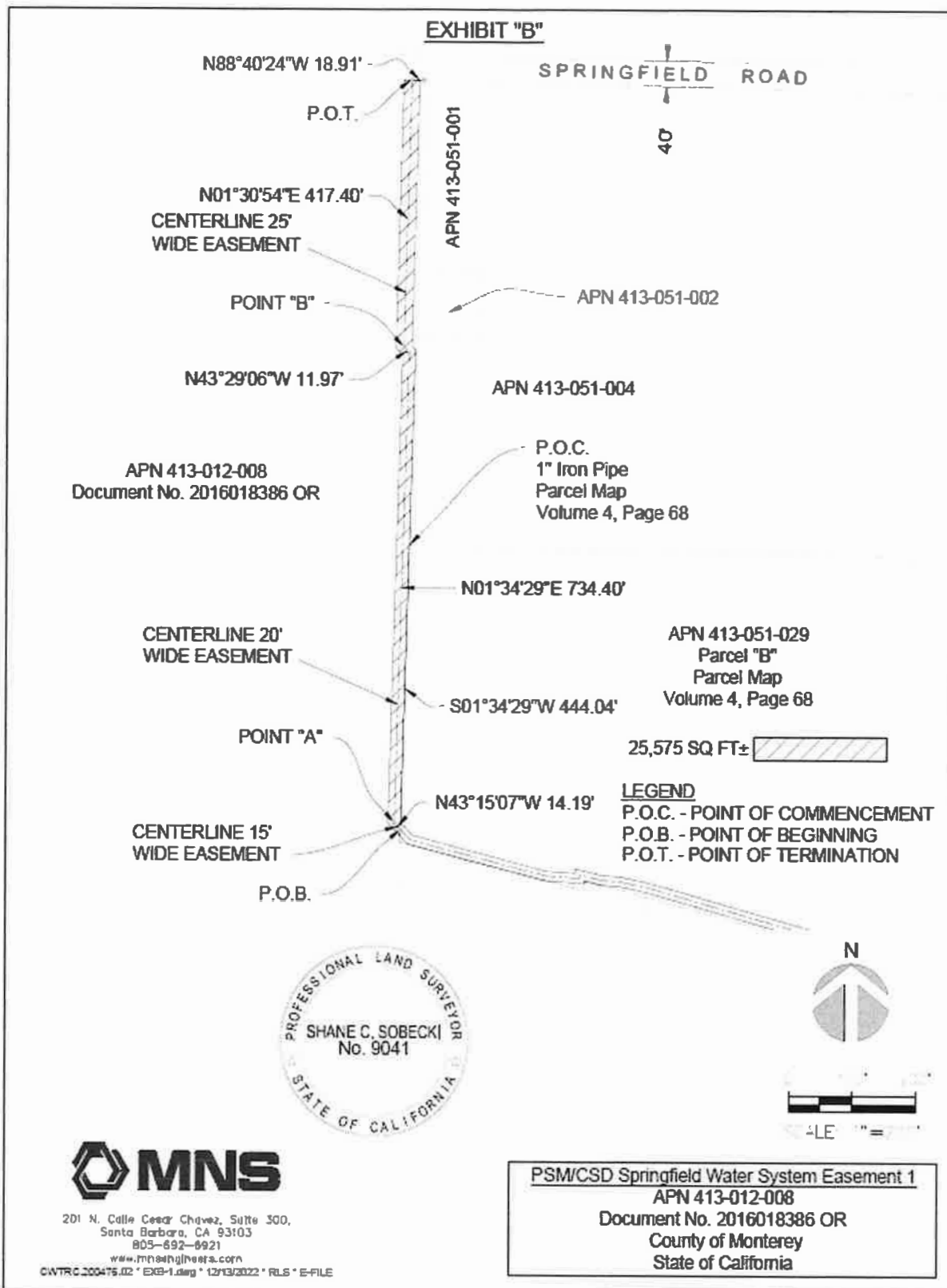
Containing an area of 25,575 square feet, more or less.

Signature: Shane C. Sobecki  
 Shane C. Sobecki, PLS

Date: 12/19/2022







**ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE §1189

A notary public 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 \_\_\_\_\_ } SS

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

\_\_\_\_\_  
Notary Public in and for said County and State

**CERTIFICATE OF CONSENT AND ACCEPTANCE**

This is to certify that the interest in real property conveyed by the attached Grant of Easement to **Pajaro Sunny Mesa Community Services District, a public agency**, is hereby accepted by the undersigned duly authorized agent, pursuant to authority conferred by Resolution No. \_\_\_\_\_ of said Board of Directors adopted on the \_\_\_\_\_, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

GRANT OF EASEMENT FOR WATER LINE PURPOSES  
APN: 413-012-008 (portion of)  
4912-1431-7844, v. 1

## **Pajaro Sunny Mesa Community Services District Right of Way Contract (External Escrow)**

In consideration of the terms and conditions set forth in this Right of Way Contract (“**Contract**”) R. Michael Manfre and Kimarie Reasons Manfre, Trustees of the R. Michael Manfre and Kimarie Reasons Manfre Revocable Inter Vivos Trust dated November 16, 1989, as to an undivided Four twenty-sevenths (4/27) interest; John S. Manfre and Mary P. Manfre, Trustees of the John and Mary Manfre Family Trust dated December 20, 1989, as to an undivided Four twenty-sevenths (4/27) interest; Gary L. Manfre and Kristi Manfre, as Trustees of the Gary and Kristi Manfre Family Trust dated February 11, 1992, as to an undivided Four twenty-sevenths (4/27) interest; Frank W. Capurro and Susan C. Capurro, Trustees of the Frank and Susan Capurro Family Trust dated January 22, 1990, as to an undivided One-ninth (1/9) interest; Lisa L. Capurro, Trustee of the Kristofer Capurro Family Trust dated April 10, 1990, as to an undivided One-ninth (1/9) interest; Pamela J. Capurro, a single woman, as to an undivided One-ninth (1/9) interest; Susan M. Frosch, a single woman, as to an undivided One-ninth (1/9) interest; Frank W. Capurro, Trustee of the Frank W. Capurro Exempt Trust UAD June 6, 1984, as to an undivided One thirty-sixth (1/36) interest; Frank W. Capurro, Trustee of the Pamela J. Capurro Exempt Trust UAD June 6, 1984, as to an undivided One thirty-sixth (1/36) interest; Frank W. Capurro, Trustee of the Susan M. Frosch Exempt Trust UAD June 6, 1984, as to an undivided One thirty-sixth (1/36) interest; Frank W. Capurro, Trustee of the Weston K. Capurro Exempt Trust UAD June 6, 1984, as to an undivided One one-hundred forty-fourth (1/144) interest; Frank W. Capurro, Trustee of the Anthony G. Capurro Exempt Trust UAD June 6, 1984, as to an undivided One one-hundred forty-fourth (1/144) interest; Frank W. Capurro, Trustee of the Michael C. Capurro Exempt Trust UAD June 6, 1984, as to an undivided One one-hundred forty-fourth (1/144) interest; and Frank W. Capurro, Trustee of the Kristofer D. Capurro Exempt Trust UAD June 6, 1984, as to an undivided One one-hundred forty-fourth (1/144) interest; all as tenants-in-common (“**GRANTOR**”) shall deposit in the escrow designated below an easement (“**Permanent Easement**”) in the form set for in Exhibit A and Exhibit B, attached hereto and incorporated by reference, for recordation and conveyance from GRANTOR to Pajaro Sunny Mesa Community Services District, a public agency (“**PSMCSD**”) covering an easement over, under and across the real property particularly described therein (“**Subject Property**”).

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The transfer and sale of the Permanent Easement shall be accomplished through an escrow established with the Title Company designated in Paragraph 5. PSMCSD’s obligation to purchase the Permanent Easement is conditioned upon the Subject Property being vested in

GRANTOR: Capurro Properties Successors-in-Interest  
PROJECT NAME: SPRINGFIELD WATER CONSOLIDATION PROJECT

PSMCS D free and clear of all liens (other than non-delinquent real property taxes and assessments), leases, rights of possession, encumbrances (*recorded or unrecorded*), agreements, and special assessments other than those accepted by PSMCS D in writing prior to the closing (“**Permitted Exceptions**”). As of the date of this Contract, the condition of title to the Subject Property is reflected in the preliminary title report dated as of January 15, 2025 issued by the Title Company. Clearing of any title exceptions not acceptable to the PSMCS D is the responsibility of GRANTOR. In the administration of the escrow:

- A. GRANTOR agrees to pay all escrow, recording, transfer tax, and title insurance charges, if any, incurred in this transaction.
- B. Prior to the close of escrow, Title Company shall have the authority to deduct and pay from Payment any amount necessary to satisfy any liens, bond demands and delinquent taxes due, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent taxes and assessments, which may have become a lien at the close of escrow. GRANTOR shall pay any additional amounts required to satisfy the amounts due to the extent the Payment amount is not sufficient. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow. Close of escrow for this transaction shall be contingent upon the Title Company receiving and recording partial reconveyances of any deeds of trust or mortgages encumbering the Subject Property.
- C. The Payment includes payment in full for the following improvements: all buildings, structures and other improvements affixed to the land which are owned by GRANTOR as owner or tenant of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired is: a permanent easement, as described in Exhibit A and depicted in Exhibit B.
- D. Title Company on behalf of PSMCS D shall withhold any amounts as required by section 1445 of the Internal Revenue Code of 1986, unless GRANTOR delivers to PSMCS D a duly executed Certificate of Non-Foreign Status. Further, pursuant to and in accordance with California Revenue Taxation Code sections 18662 and 26131, Title Company on behalf of PSMCS D shall withhold such amounts as required thereby.
- E. After the close of escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service (“**IRS**”), and if such report is required pursuant to section 6045(a) of the Internal Revenue Code, Title Company shall report the gross proceeds of the purchase and sale of the Property to the IRS on Form 1099-B, W-9, or such other form(s) as may be specified by the IRS pursuant to said section 6045(a). Concurrently with such filing, Title Company shall deliver a copy thereof to PSMCS D and Grantor.

Escrow of this transaction shall close when Title Company is prepared to issue to PSMCS D a standard form California Land Title Association (“**CLTA**”) policy of title insurance with coverage in the amount of the Payment amount showing title to the Permanent Easement vested in PSMCS D subject to no exceptions to title other than the Permitted Exceptions.

### 3. PSMCS D Performed Work

All work done under this Contract 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 the PSMCS D, shall be left in as good condition as found.

4. Payment of Deed of Trust

If the Subject Property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

5. External Escrow

This transaction will be handled through an external escrow held by Old Republic Title Company ("Title Company"), Escrow No. 0625017000, Attn: Lorena Henderson, Escrow Officer, 18625 Sutter Boulevard, Suite 950, Morgan Hill, CA 95037; telephone no. (408) 779-2166; email: lhenderson@ortc.com.

GRANTOR and PSMCSD hereby authorize Title Company to prepare their standard escrow instructions consistent with the terms of this Contract on behalf of both parties.

6. Hazardous Waste

GRANTOR represents and warrants to PSMCSD that during the period of GRANTOR'S ownership of the Subject Property, there has been no disposals, releases or threatened releases of hazardous substances or hazardous waste on, from, or under the Subject Property. GRANTOR further represents and warrants that GRANTOR has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous waste, on, from, or under the Subject Property which may have occurred prior to GRANTOR taking title to the Subject Property.

GRANTOR agrees to indemnify, defend and hold PSMCSD and its officers, directors, agents, employees, successors and assigns (collectively, "**Indemnified Parties**") harmless from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments paid or incurred by any of Indemnified Parties and all expenses related thereto, including, without limitation, court costs and attorneys' fees arising out of or related to a breach of the representations and warranties of GRANTOR set forth in this Paragraph. The obligations set forth in this Paragraph shall survive Closing.

7. Right of Possession and Use

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Contract, the right of possession and use of the Subject Property by PSMCSD, and/or its designees or assignees, including the right to remove and dispose of improvements, and install and connect utilities, shall commence on \_\_\_\_\_ or close of escrow, whichever occurs first, and that the Payment includes, but is not limited to, full payment for such possession and use, including interest and damages, if any, from said date.

8. Binding on Successors and Assigns

This Contract shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Contract.

9. No Leases

GRANTOR warrants that there are no oral or written leases on all or any portion of the Subject Property exceeding a period of one month, and GRANTOR further agrees to hold PSMCSD harmless and reimburse PSMCSD for any and all of its losses and expenses occasioned by reason

of any lease of said Subject Property held by any tenant of GRANTOR for a period exceeding one month.

10. Quitclaim Deeds

If any lessee interests are identified in Paragraph 9, herein, as a condition precedent to approval of this Contract by the PSMCSD Board, Quitclaim Deeds, or similar releases sufficient to clear any possessory rights from the Subject Property will be required. GRANTOR agrees to assist PSMCSD in securing said Quitclaim Deeds or releases.

11. Release of Claims

GRANTOR, for itself, its agents, assigns, successors in interest, and any related or affiliated entities, hereby fully releases and discharges PSMCSD, its agents, employees, officers, directors, divisions, attorneys, accountants, insurers, successors, and other representatives, and any and all related or affiliated private or public agencies or entities, from any and all causes of action, actions, judgments, liens, indebtedness, obligations, losses, claims, damages, liabilities and demands, including, without limitation, any claim arising out of or pertaining, directly or indirectly, to the acquisition of the Subject Property described in this Contract and the construction of any improvements thereon, including, without limitation, inverse condemnation, nuisance, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, attorneys' fees and costs, loss of goodwill, construction-related dust, noise, traffic and other related construction activity, and lost rentals or business associated with construction of any improvements, and any other types of related losses or damages.

GRANTOR acknowledges that it may hereafter discover facts or law different from, or in addition to, that which it now believes to be true with respect to its release of claims as set forth in this Contract and understands that by executing this Contract it is waiving any rights of claims for any other or future benefits or damages to which it might be entitled which are not specifically exempted herein. In giving this release, GRANTOR expressly waives the protection of Civil Code Section 1542, which statute provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

12. Approval of PSMCSD

GRANTOR understands that this Contract is subject to the approval of PSMCSD. Further, that this Contract shall have no force or effect unless and until said PSMCSD approval has been obtained.

13. Authority to Sign

GRANTOR and the signatories of GRANTOR represent and warrant that they are authorized to enter this Contract to convey real property and that no other authorizations are required to implement this Contract on behalf of GRANTOR.

14. Integrity of Property

Except as otherwise provided herein or by express written permission granted by PSMCSD, GRANTOR shall not, after the date of execution of this Contract and the close of escrow,

alienate, lien, encumber or other transfer of the Subject Property or any portion thereof or allow the same to occur, cause or allow any physical changes on the Subject Property, or enter into any lease or contract with respect to the Subject Property or any portion thereof which would survive the close of escrow and impair PSMCSD's use of the Subject Property. GRANTOR shall maintain the Subject Property in its current condition and shall make, at GRANTOR's expense, all repairs necessary to maintain the Subject Property in such condition.

#### 15. Casualty or Loss

If, prior to the close of escrow, GRANTOR becomes aware that all or any material portion of the Subject Property has been destroyed, or substantially damaged, GRANTOR shall promptly give PSMCSD written notice of the event, and PSMCSD, at its option, may, on or before the close of escrow, elect to terminate this Contract by giving GRANTOR written notice of termination, in which event the parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder. If PSMCSD elects to complete the transactions contemplated in this Contract, the Contract shall remain in full force and effect and the purchase contemplated herein shall be consummated with no further adjustment or modification, and at the close of escrow, GRANTOR shall assign, transfer, and set over to PSMCSD all of the right, title, and interest of GRANTOR in and to any insurance proceeds resulting from any casualty or any awards that have been or may thereafter be made. Such set over may be made at close of escrow by crediting the amounts of any such proceeds and/or awards against the amounts by PSMCSD for the property acquisition under this Contract.

#### 16. Counterparts Signature

This Contract may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one Contract. To facilitate execution and delivery of this Contract, the parties may execute this Contract by hand or by electronic signature (i.e., with DocuSign®). Electronic signatures will be deemed original signatures for purposes of this Contract.

#### 17. Title VI

- a. The parties to this Contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.
- b. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Contract.

#### 18. Specific Performance and Other Remedies

The parties understand that the interests and rights being conveyed by this Contract are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Contract is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Contract, 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. In the event that any party institutes a legal action or arbitration to interpret or enforce this Contract or their respective rights and obligations hereunder, the prevailing party in such action or arbitration shall be entitled to an award of costs and fees, including, but not limited to, reasonable attorneys' fees, expert fees and court costs.

19. Integration and Amendment

This Contract constitutes the complete and final expression of the agreement of the parties relating to the purchase of the Subject Property and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Subject Property. This Contract cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Contract) executed by the party against whom enforcement of the modification or waiver is sought. Time is of the essence of this Contract.

20. Further Acts

In addition to the acts recited in this Contract to be performed by GRANTOR and PSMCSD, GRANTOR and PSMCSD agree to perform or cause to be performed at the closing or after the closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the latest date set forth below the parties' signatures.

**GRANTORS:**

<p><b>R. Michael Manfre and Kimarie Reasons Manfre Revocable Inter Vivos Trust dated November 16, 1989</b></p> <p>By: _____ R. Michael Manfre, Trustee</p> <p>Date: _____</p> <p>By: _____ Kristi Reasons Manfre, Trustee</p> <p>Date: _____</p>	<p><b>John and Mary Manfre Family Trust dated December 20, 1989</b></p> <p>By: _____ John S. Manfre, Trustee</p> <p>Date: _____</p> <p>By: _____ Mary P. Manfre, Trustee</p> <p>Date: _____</p>
<p><b>Gary and Kristi Manfre Family Trust dated February 11, 1992</b></p> <p>By: _____ Gary L. Manfre, Trustee</p> <p>Date: _____</p> <p>By: _____ Kristi Manfre, Trustee</p> <p>Date: _____</p>	<p><b>Frank and Susan Capurro Family Trust dated January 22, 1990</b></p> <p>By: _____ Frank W. Capurro, Trustee</p> <p>Date: _____</p> <p>By: _____ Susan C. Capurro, Trustee</p> <p>Date: _____</p>



<b>Kristofer Capurro Family Trust dated April 10, 1990</b>  By: _____ Lisa L. Capurro, Trustee  Date: _____	<b>Frank W. Capurro Exempt Trust UAD June 6, 1984</b>  By: _____ Frank W. Capurro, Trustee  Date: _____
<b>Pamela J. Capurro Exempt Trust UAD June 6, 1984</b>  By: _____ Frank W. Capurro, Trustee  Date: _____	<b>Susan M. Frosch Exempt Trust UAD June 6, 1984</b>  By: _____ Frank W. Capurro, Trustee  Date: _____
<b>Weston K. Capurro Exempt Trust UAD June 6, 1984</b>  By: _____ Frank W. Capurro, Trustee  Date: _____	<b>Anthony G. Capurro Exempt Trust UAD June 6, 1984</b>  By: _____ Frank W. Capurro, Trustee  Date: _____
<b>Michael C. Capurro Exempt Trust UAD June 6, 1984</b>  By: _____ Frank W. Capurro, Trustee  Date: _____	<b>Kristofer D. Capurro Exempt Trust UAD June 6, 1984</b>  By: _____ Frank W. Capurro, Trustee  Date: _____
_____ <b>Pamela J. Capurro</b>  Date: _____	_____ <b>Susan M. Frosch</b>  Date: _____

*-SIGNATURES CONTINUE ON NEXT PAGE-*

**PSMCSD**

**Pajaro Sunny Mesa Community Services  
District, a Public Agency**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**15' WIDE PSM/CSD WATER SYSTEM EASEMENT 2**

A portion of land in the County of Monterey, State of California, being a portion of Parcel "B" as shown on that certain Parcel Map filed as Volume 4, Page 68, Records of Monterey County, more particularly described as follows:

A strip of land 15 feet wide, the centerline of which is described as follows:

**Commencing** at a 1" iron pipe at the northwest corner of said Parcel "B"; thence, along the westerly line of said Parcel "B", South 1°34'29" West 444.04 feet to the **Point of Beginning**; thence,

- 1) South 43°15'07" East 22.14 feet; thence,
- 2) South 75°27'31" East 223.52 feet; thence,
- 3) South 85°40'42" East 51.45; thence,
- 4) North 1°34'29" East 6.02; thence,
- 5) South 75°27'31" East 33.91 feet; thence,
- 6) South 85°40'42" East 28.77 feet; thence,
- 7) South 77°48'01" East 50.58 feet; thence,
- 8) South 74°25'49" East 399.53 feet; thence,
- 9) South 75°27'31" East 47.68 feet; thence,
- 10) South 74°22'06" East 794.92 feet to a point that bears North 34°01'12" East 43.03 feet from the most westerly corner of Parcel II described in joint tenancy grant deed for road and utility purposes per Reel 62, Page 389 of Official Records, said point also being the **Point of Termination**.

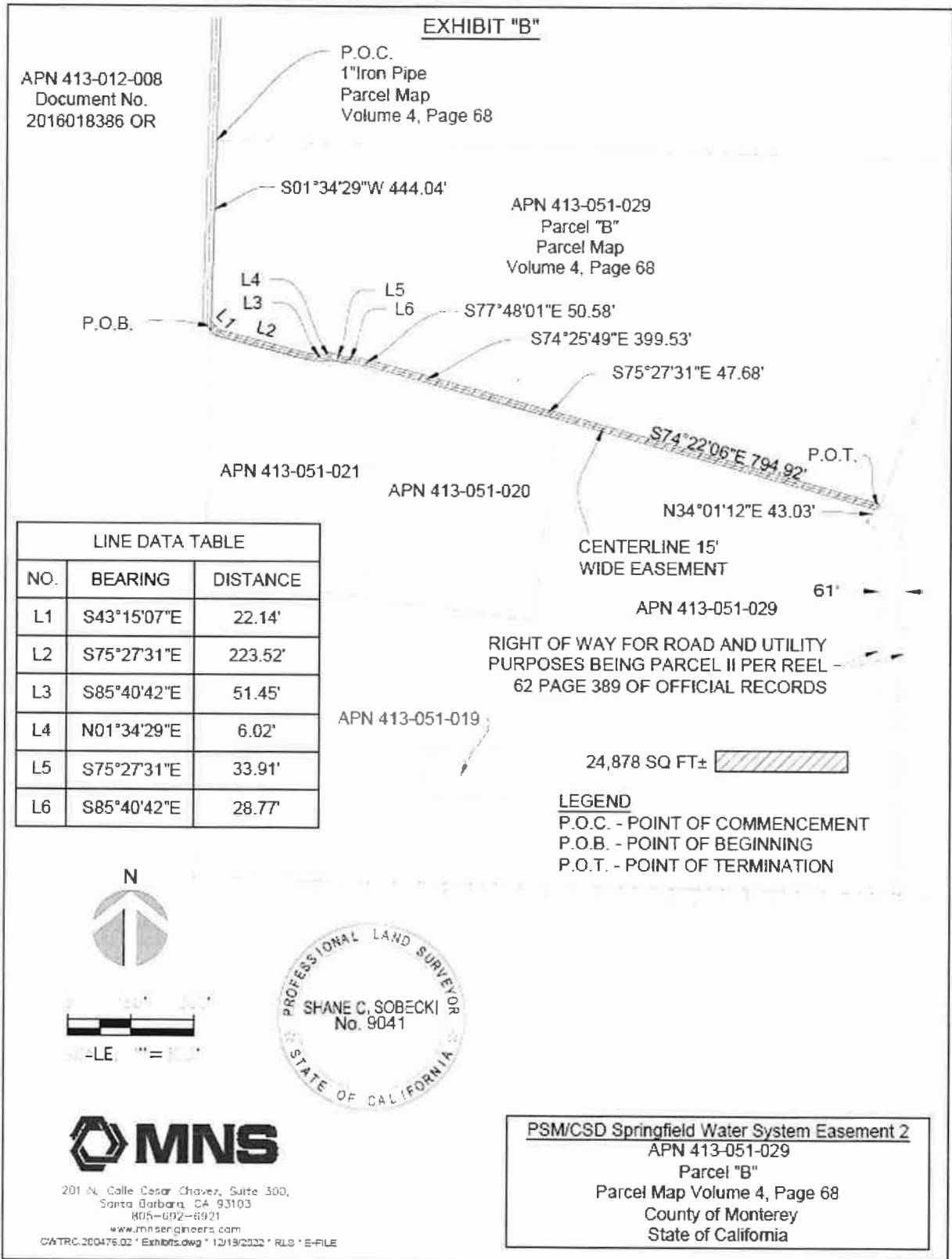
The sidelines of said strip of land shall be shortened and/or extended so as to begin and/or end on the westerly line of said Parcel "B" and the northwesterly line of said Parcel II.

Containing an area of 24,878 square feet, more or less.

Signature: Shane C. Sobecki  
Shane C. Sobecki, PLS

Date: 12/19/2022





**RECORD WITHOUT FEE UNDER SECTION 6103  
GOVERNMENT CODE OF THE STATE OF CALIFORNIA**

**AFTER RECORDING RETURN TO:**

Attn: Judy Vasquez-Varla  
Pajaro/Sunny Mesa Community Services District  
136 San Juan Road  
Royal Oak, CA 95076

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

*This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922*

**APN: 413-051-029** (portion of)

## **GRANT OF EASEMENT FOR WATER LINE PURPOSES**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, R. Michael Manfre and Kimarie Reasons Manfre, Trustees of the **R. Michael Manfre and Kimarie Reasons Manfre Revocable Inter Vivos Trust dated November 16, 1989**, as to an undivided Four twenty-sevenths (4/27) interest; John S. Manfre and Mary P. Manfre, Trustees of the **John and Mary Manfre Family Trust dated December 20, 1989**, as to an undivided Four twenty-sevenths (4/27) interest; Gary L. Manfre and Kristi Manfre, as Trustees of the **Gary and Kristi Manfre Family Trust dated February 11, 1992**, as to an undivided Four twenty-sevenths (4/27) interest; Frank W. Capurro and Susan C. Capurro, Trustees of the **Frank and Susan Capurro Family Trust dated January 22, 1990**, as to an undivided One-ninth (1/9) interest; Lisa L. Capurro, Trustee of the **Kristofer Capurro Family Trust dated April 10, 1990**, as to an undivided One-ninth (1/9) interest; **Pamela J. Capurro**, a single woman, as to an undivided One-ninth (1/9) interest; **Susan M. Frosch**, a single woman, as to an undivided One-ninth (1/9) interest; Frank W. Capurro, Trustee of the **Frank W. Capurro Exempt Trust UAD June 6, 1984**, as to an undivided One thirty-sixth (1/36) interest; Frank W. Capurro, Trustee of the **Pamela J. Capurro Exempt Trust UAD June 6, 1984**, as to an undivided One thirty-sixth (1/36) interest; Frank W. Capurro, Trustee of the **Susan M. Frosch Exempt Trust UAD June 6, 1984**, as to an undivided One thirty-sixth (1/36) interest; Frank W. Capurro, Trustee of the **Weston K. Capurro Exempt Trust UAD June 6, 1984**, as to an undivided One one-hundred forty-fourth (1/144) interest; Frank W. Capurro, Trustee of the **Anthony G. Capurro Exempt Trust UAD June 6, 1984**, as to an undivided One one-hundred forty-fourth (1/144) interest; Frank W. Capurro, Trustee of the **Michael C. Capurro Exempt Trust UAD June 6, 1984**, as to an undivided One one-hundred forty-fourth (1/144) interest; and Frank W. Capurro, Trustee of the **Kristofer D. Capurro Exempt Trust UAD June 6, 1984**, as to an undivided One one-hundred forty-fourth (1/144) interest; all as tenants-in-common (**Grantor**) does hereby grant to **Pajaro Sunny Mesa Community Services District, a public agency (Grantee)**, its successors or assigns, a perpetual easement for water pipeline and water pipeline related purposes, over, under and across that certain portion of Grantor's real property (commonly known as APN 413-051-029) situated in the unincorporated area of Monterey County, commonly known as Moss Landing, State of California, and being more particularly described as follows:

Grant of Easement for Water Line Purposes  
 APN: 413-051-029 (portion of)

SEE EASEMENT LEGAL DESCRIPTION MARKED EXHIBIT "A" AND DIAGRAM THEREOF MARKED EXHIBIT "B," ATTACHED HERETO AND INCORPORATED BY REFERENCE.

The easement rights granted herein include the following: (a) the right of ingress and egress over and across the easement for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted, (b) the right of ingress and egress, to and from the easement herein described, across the lands of Grantor for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not unreasonably interfere with Grantor's reasonable use of its remainder property; (c) the right to install, construct, reconstruct, repair, replace, operate, improve and maintain water lines and all related above and below ground appurtenances and facilities; and (d) the right to deposit, store and use tools, implements and material thereon. The rights granted herein are for the benefit of the Grantee, its officers, agents, employees, successors or assigns, and by any contractor, its agents or employees, engaged by Grantee, its successors or assigns, whenever and wherever necessary for the purposes above set forth.

Grantor shall not plant any vegetation, including, but not limited to, crops, trees or bushes, or erect, construct or install any fence, wall, irrigation system or any other type of structure, improvement, or private utility, or make any use of the area over, under or across the easement and right-of-way without first obtaining written permission from Grantee, which shall not be unreasonably withheld. Grantor shall keep the easement area clear from any obstacles that will make the area un-accessible.

This conveyance of said easement and right-of-way is made for the benefit and burden of all parties who have or may acquire any right, title, or interest in any part of the above-described real property. This conveyance is binding on the Grantor, its heirs, assigns and successors-in-interest.

**GRANTOR:**

<p><b>R. Michael Manfre and Kimarie Reasons Manfre Revocable Inter Vivos Trust dated November 16, 1989</b></p> <p>By: _____                  R. Michael Manfre, Trustee</p> <p>Date: _____</p> <p>By: _____                  Kristi Reasons Manfre, Trustee</p> <p>Date: _____</p>	<p><b>John and Mary Manfre Family Trust dated December 20, 1989</b></p> <p>By: _____                  John S. Manfre, Trustee</p> <p>Date: _____</p> <p>By: _____                  Mary P. Manfre, Trustee</p> <p>Date: _____</p>
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Grant of Easement for Water Line Purposes  
 APN: 413-051-029 (portion of)

<p><b>Gary and Kristi Manfre Family Trust dated February 11, 1992</b></p> <p>By: _____          Gary L. Manfre, Trustee</p> <p>Date: _____</p> <p>By: _____          Kristi Manfre, Trustee</p> <p>Date: _____</p>	<p><b>Frank and Susan Capurro Family Trust dated January 22, 1990</b></p> <p>By: _____          Frank W. Capurro, Trustee</p> <p>Date: _____</p> <p>By: _____          Susan C. Capurro, Trustee</p> <p>Date: _____</p>
<p><b>Kristofer Capurro Family Trust dated April 10, 1990</b></p> <p>By: _____          Lisa L. Capurro, Trustee</p> <p>Date: _____</p>	<p><b>Frank W. Capurro Exempt Trust UAD June 6, 1984</b></p> <p>By: _____          Frank W. Capurro, Trustee</p> <p>Date: _____</p>
<p><b>Pamela J. Capurro Exempt Trust UAD June 6, 1984</b></p> <p>By: _____          Frank W. Capurro, Trustee</p> <p>Date: _____</p>	<p><b>Susan M. Frosch Exempt Trust UAD June 6, 1984</b></p> <p>By: _____          Frank W. Capurro, Trustee</p> <p>Date: _____</p>
<p><b>Weston K. Capurro Exempt Trust UAD June 6, 1984</b></p> <p>By: _____          Frank W. Capurro, Trustee</p> <p>Date: _____</p>	<p><b>Anthony G. Capurro Exempt Trust UAD June 6, 1984</b></p> <p>By: _____          Frank W. Capurro, Trustee</p> <p>Date: _____</p>
<p><b>Michael C. Capurro Exempt Trust UAD June 6, 1984</b></p> <p>By: _____          Frank W. Capurro, Trustee</p> <p>Date: _____</p>	<p><b>Kristofer D. Capurro Exempt Trust UAD June 6, 1984</b></p> <p>By: _____          Frank W. Capurro, Trustee</p> <p>Date: _____</p>

Grant of Easement for Water Line Purposes  
APN: 413-051-029 (portion of)

<hr/> <b>Pamela J. Capurro</b> Date: _____	<hr/> <b>Susan M. Frosch</b> Date: _____
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Grant of Easement for Water Line Purposes  
APN: 413-051-029 (portion of)

**ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE §1189

A notary public 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 \_\_\_\_\_ } SS

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

\_\_\_\_\_  
Notary Public in and for said County and State

**CERTIFICATE OF CONSENT AND ACCEPTANCE**

This is to certify that the interest in real property conveyed by the attached Grant of Easement to **Pajaro Sunny Mesa Community Services District, a public agency**, is hereby accepted by the undersigned duly authorized agent, pursuant to authority conferred by Resolution No. \_\_\_\_\_ of said Board of Directors adopted on the \_\_\_\_\_, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

GRANTOR: DENISE LEACH, ET AL  
PROJECT NAME: SPRINGFIELD WATER PROJECT

APN: 413-061-039 (portion of)

## Pajaro Sunny Mesa Community Services District Right of Way Contract (External Escrow)

In consideration of the terms and conditions set forth in this Right of Way Contract (“**Contract**”) Denise Leach and R. Michael Manfre, Trustees of the Robert M. and Shirley L. Manfre Living Trust dated September 23, 1981, as to an undivided 10% interest; Frank W. Capurro, Trustee of the Bud and Betty Capurro Trust dated June 6, 1984, as to an undivided 10% interest; Pamela J. Capurro, a single woman, who took title as Pamela Cardella, a married woman, as her sole and separate property, as to an undivided 10% interest; R. Michael Manfre and Kimarie Reasons Manfre, Trustees of the Trust dated November 16, 1989, as to an undivided 10% interest; Frank W. Capurro and Susan Celeste Capurro, as Trustees of the Frank and Susan Capurro Family Trust, as to an undivided 10% interest; John S. Manfre and Mary P. Manfre, as Trustees of the John and Mary Manfre Family Trust, as to an undivided 10% interest; Gary L. Manfre and Kristi Manfre, as Trustees of the Gary and Kristi Manfre Family Trust, as to an undivided 10% interest; Lisa L. Capurro, Trustee of the Kristofer Capurro Family Trust, dated April 10, 1990, as to an undivided 10% interest; Denise M. Leach, Trustee of the Leach-Manfre Trust dated November 15, 1990, as to an undivided 10% interest; Susan M. Frosch, who took title as Susan M. Capurro, a single woman, as her sole and separate property, as to an undivided 10% interest, all as tenants in common (“**GRANTOR**”) shall deposit in the escrow designated below an easement (“**Permanent Easement**”) in the form set for in Exhibit A and Exhibit B, attached hereto and incorporated by reference, for recordation and conveyance from GRANTOR to Pajaro Sunny Mesa Community Services District, a public agency (“**PSMCSD**”), covering an easement over, under and across the real property particularly described therein (“**Subject Property**”).

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. Entire Contract

The parties have herein set forth the whole of their Contract. The performance of this Contract constitutes the entire consideration for the Permanent Easement and shall relieve PSMCSD of all further obligations or claims on this account or on account of the location, grade, construction, or operation of the proposed public improvement within the Permanent Easement.

2. Payment

PSMCSD shall pay GRANTOR the sum of **THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00)** as payment in full (“**Payment**”) for the Permanent Easement described below and identified in PSMCSD’s Summary of the Basis of Just Compensation delivered separately with this Contract. Payment to GRANTOR shall be made at the close of escrow, described below, and unless otherwise agreed to by GRANTOR prior to any entry by PSMCSD on GRANTOR’s property or the Permanent Easement.

The transfer and sale of the Permanent Easement shall be accomplished through an escrow established with the Title Company designated in Paragraph 5. PSMCSD’s obligation to purchase the Permanent Easement is conditioned upon the Subject Property being vesting in PSMCSD free and clear of all liens (other than non-delinquent real property taxes and assessments), leases, rights of possession, encumbrances (recorded or unrecorded), agreements, and special assessments other than those accepted by PSMCSD in writing prior to the closing (“**Permitted Exceptions**”). As of the date of this Contract, the condition of title to the Subject Property is reflected in the preliminary title report

GRANTOR: DENISE LEACH, ET AL  
PROJECT NAME: SPRINGFIELD WATER PROJECT

APN: 413-061-039 (portion of)

dated as of January 15, 2025 issued by the Title Company. Clearing of any title exceptions not acceptable to the PSMCSD is the responsibility of GRANTOR. In the administration of the escrow:

- A. GRANTOR agrees to pay all escrow, recording, transfer tax, and title insurance charges, if any, incurred in this transaction.
- B. Prior to the close of escrow, Title Company shall have the authority to deduct and pay from Payment any amount necessary to satisfy any liens, bond demands and delinquent taxes due, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent taxes and assessments, which may have become a lien at the close of escrow. GRANTOR shall pay any additional amounts required to satisfy the amounts due to the extent the Payment amount is not sufficient. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow. Close of escrow for this transaction shall be contingent upon the Title Company receiving and recording partial reconveyance of any deeds of trust or mortgages encumbering the Subject Property.
- C. The Payment includes payment in full for the following improvements: all buildings, structures and other improvements affixed to the land which are owned by GRANTOR as owner or tenant of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired is: a permanent easement, as described in Exhibit A and depicted in Exhibit B.
- D. Title Company on behalf of PSMCSD shall withhold any amounts as required by section 1445 of the Internal Revenue Code of 1986, unless GRANTOR delivers to PSMCSD a duly executed Certificate of Non-Foreign Status. Further, pursuant to and in accordance with California Revenue Taxation Code sections 18662 and 26131, Title Company on behalf of PSMCSD shall withhold such amounts as required thereby.
- E. After the close of escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service (“IRS”), and if such report is required pursuant to section 6045(a) of the Internal Revenue Code, Title Company shall report the gross proceeds of the purchase and sale of the Property to the IRS on Form 1099-B, W-9, or such other form(s) as may be specified by the IRS pursuant to said section 6045(a). Concurrently with such filing, Title Company shall deliver a copy thereof to PSMCSD and Grantor.

Escrow of this transaction shall close when Title Company is prepared to issue to PSMCSD a standard form California Land Title Association (“CLTA”) policy of title insurance with coverage in the amount of the Payment amount showing title to the Permanent Easement vested in PSMCSD subject to no exceptions to title other than the Permitted Exceptions.

### 3. PSMCSD Performed Work

All work done under this Contract 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 PSMCSD, shall be left in as good condition as found.

### 4. Payment of Deed of Trust

If the Subject Property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR’s

GRANTOR: DENISE LEACH, ET AL  
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proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

5. External Escrow

This transaction will be handled through an external escrow held by Old Republic Title Company (“**Title Company**”), Escrow No. 0625017002-LH, Attn: Lorena Henderson, Escrow Officer, 18625 Sutter Boulevard, Suite 950, Morgan Hill, CA 95037; telephone no.: (408) 779-2166; email: lhenderson@ortc.com.

GRANTOR and PSMCSD hereby authorize Title Company to prepare their standard escrow instructions consistent with the terms of this Contract on behalf of both parties.

6. Hazardous Wastes

GRANTOR represents and warrants to PSMCSD that during the period of GRANTOR's ownership of the Subject Property, there has been no disposal, release or threatened releases of hazardous substances or hazardous waste on, from, or under the Subject Property. GRANTOR further represents and warrants that GRANTOR has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous waste, on, from, or under the Subject Property which may have occurred prior to GRANTOR taking title to the Subject Property.

GRANTOR agrees to indemnify, defend and hold PSMCSD and its officers, directors, agents, employees, successors and assigns (“**Indemnified Parties**”) harmless from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments paid or incurred by any of Indemnified Parties and all expenses related thereto, including, without limitation, court costs and attorneys' fees arising out of or related to a breach of the representations and warranties of GRANTOR set forth in this Paragraph. The obligations set forth in this Paragraph shall survive Closing.

7. Right of Possession and Use

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Contract, the right of possession and use of the Subject Property by PSMCSD, and/or its designees or assignees, including the right to remove and dispose of improvements, and install and connect utilities, shall commence on \_\_\_\_\_, or close of escrow, whichever occurs first, and that the Payment includes, but is not limited to, full payment for such possession and use, including interest and damages, if any, from said date.

8. Binding on Successors and Assigns

This Contract shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Contract.

9. No Leases

GRANTOR warrants that there are no oral or written leases on all or any portion of the Subject Property exceeding a period of one month, and GRANTOR further agrees to hold PSMCSD harmless and reimburse PSMCSD for any and all of its losses and expenses occasioned by reason of any lease of said Subject Property held by any tenant of GRANTOR for a period exceeding one month.

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PROJECT NAME: SPRINGFIELD WATER PROJECT

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10. Quitclaim Deeds

If any lessee interests are identified in Paragraph 9, herein, as a condition precedent to approval of this Contract by the PSMCSD Board, Quitclaim Deeds, or similar releases sufficient to clear any possessory rights from the Subject Property will be required. GRANTOR agrees to assist PSMCSD in securing said Quitclaim Deeds or releases.

11. Release of Claims

GRANTOR, for itself, its agents, assigns, successors in interest, and any related or affiliated entities, hereby fully releases and discharges PSMCSD, its agents, employees, officers, directors, divisions, attorneys, accountants, insurers, successors, and other representatives, and any and all related or affiliated private or public agencies or entities, from any and all causes of action, actions, judgments, liens, indebtedness, obligations, losses, claims, damages, liabilities and demands, including, without limitation, any claim arising out of or pertaining, directly or indirectly, to the acquisition of the Subject Property described in this Contract and the construction of any improvements thereon, including, without limitation, inverse condemnation, nuisance, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, attorneys' fees and costs, loss of goodwill, construction-related dust, noise, traffic and other related construction activity, and lost rentals or business associated with construction of any improvements, and any other types of related losses or damages.

GRANTOR acknowledges that it may hereafter discover facts or law different from, or in addition to that which it now believes to be true with respect to its release of claims as set forth in this Contract and understands that by executing this Contract it is waiving any rights of claims for any other or future benefits or damages to which it might be entitled which are not specifically exempted herein. In giving this release, GRANTOR expressly waives the protection of Civil Code Section 1542, which statute provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AT THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR FOR RELEASED PARTY.

12. Approval of PSMCSD

GRANTOR understands that this Contract is subject to the approval of PSMCSD. Further, that this Contract shall have no force or effect unless and until said PSMCSD approval has been obtained.

13. Authority to Sign

GRANTOR and the signatories of GRANTOR represent and warrant that they are authorized to enter into this Contract to convey real property and that no other authorizations are required to implement this Contract on behalf of GRANTOR.

14. Integrity of Property

Except as otherwise provided herein or by express written permission granted by PSMCSD, GRANTOR shall not, after the date of execution of this Contract and the close of escrow, alienate, lien, encumber or other transfer of the Subject Property or any portion thereof or allow the same to occur, cause or allow any physical changes on the Subject Property, or enter into any lease or contract with respect to the Subject Property or any portion thereof which would survive the close of escrow and impair PSMCSD's use of the Subject Property. GRANTOR shall maintain the Subject Property

GRANTOR: DENISE LEACH, ET AL  
PROJECT NAME: SPRINGFIELD WATER PROJECT

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in its current condition and shall make, at GRANTOR's expense, all repairs necessary to maintain the Subject Property in such a condition.

15. Casualty or Loss

If, prior to the close of escrow, GRANTOR becomes aware that all or any material portion of the Subject Property has been destroyed, or substantially damaged, GRANTOR shall promptly give PSMCSD written notice of the event, and PSMCSD, at its option, may, on or before the close of escrow, elect to terminate this Contract by giving GRANTOR written notice of termination, in which event the parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder. If PSMCSD elects to complete the transactions contemplated in this Contract, the Contract shall remain in full force and effect and the purchase contemplated herein shall be consummated with no further adjustment or modification, and at the close of escrow, GRANTOR shall assign, transfer, and set over to PSMCSD all of the right, title, and interest of GRANTOR in and to any insurance proceeds resulting from any casualty or any awards that have been or may thereafter be made. Such set over may be made at close of escrow by crediting the amounts of any such proceeds and/or awards against the amounts by PSMCSD for the property acquisition under this Contract.

16. Counterparts Signature

This Contract may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one Contract. To facilitate execution and delivery of this Contract, the parties may execute this Contract by hand or by electronic signature (i.e., with DocuSign®). Electronic signatures will be deemed original signatures for purposes of this Contract.

17. Title VI.

The Parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

18. Specific Performance and Other Remedies

The parties understand that the interests and rights being conveyed by this Contract are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Contract is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Contract, 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. In the event that any party institutes a legal action or arbitration to interpret or enforce this Contract or their respective rights and obligations hereunder, the prevailing party in such action or arbitration shall be entitled to an award of costs and fees, including, but not limited to, reasonable attorneys' fees, expert fees and court costs.

**GRANTOR: DENISE LEACH, ET AL**  
**PROJECT NAME: SPRINGFIELD WATER PROJECT**

**APN: 413-061-039 (portion of)**

**19. Integration and Amendment**

This Contract constitutes the complete and final expression of the agreement of the parties relating to the purchase of the Subject Property and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Subject Property. This Contract cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Contract) executed by the party against whom enforcement of the modification or waiver is sought. Time is of the essence of this Contract.

**20. Further Acts**

In addition to the acts recited in this Contract to be performed by GRANTOR and PSMCSD, GRANTOR and PSMCSD agree to perform or cause to be performed at the closing or after the closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the latest date set forth below the parties' signatures.

**GRANTORS:**

<p><b>Robert M. and Shirly L. Manfre Living Trust dated September 23, 1981</b></p> <p>By: _____ Denise Leach, Trustee</p> <p>Date: _____</p> <p>By: _____ R. Michael Manfre, Trustee</p> <p>Date: _____</p>	<p><b>R. Michael Manfre and Kimarie Reasons Manfre, Trustees of the Trust dated November 16, 1989</b></p> <p>By: _____ R. Michael Manfre, Trustee</p> <p>Date: _____</p> <p>By: _____ Kristi Reasons Manfre, Trustee</p> <p>Date: _____</p>
<p><b>Gary and Kristi Manfre Family Trust</b></p> <p>By: _____ Gary L. Manfre, Trustee</p> <p>Date: _____</p> <p>By: _____ Kristi Manfre, Trustee</p> <p>Date: _____</p>	<p><b>John and Mary Manfre Family Trust</b></p> <p>By: _____ John S. Manfre, Trustee</p> <p>Date: _____</p> <p>By: _____ Mary P. Manfre, Trustee</p> <p>Date: _____</p>

GRANTOR: DENISE LEACH, ET AL  
 PROJECT NAME: SPRINGFIELD WATER PROJECT

APN: 413-061-039 (portion of)

<p><b>Bud and Betty Capurro Trust dated June 6, 1984</b></p> <p>By: _____                  Frank W. Capurro, Trustee</p> <p>Date: _____</p>	<p><b>Frank and Susan Capurro Family Trust</b></p> <p>By: _____                  Frank W. Capurro, Trustee</p> <p>Date: _____</p> <p>By: _____                  Susan Celeste Capurro, Trustee</p> <p>Date: _____</p>
<p><b>Kristofer Capurro Family Trust dated April 10, 1990</b></p> <p>By: _____                  Lisa L. Capurro, Trustee</p> <p>Date: _____</p>	<p><b>Leach-Manfre Trust dated November 15, 1990</b></p> <p>By: _____                  Denise M. Leach, Trustee</p> <p>Date: _____</p>
<p>_____</p> <p><b>Pamela J. Capurro</b></p> <p>Date: _____</p>	<p>_____</p> <p><b>Susan M. Frosch</b></p> <p>Date: _____</p>

**PSMCS D:**

<p><b>Pajaro Sunny Mesa Community Services District, a public agency</b></p>	
	<p>Approved as to Form:</p>
<p>By: _____</p>	<p>By: _____</p>
<p>Print Name: _____</p>	<p>Print Name: _____</p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Date: _____</p>	<p>Date: _____</p>

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED



GRANTOR: DENISE LEACH, ET AL  
PROJECT NAME: SPRINGFIELD WATER PROJECT

APN: 413-061-039 (portion of)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**20' WIDE PSM/CSD WATER SYSTEM EASEMENT 3**

A portion of land in the County of Monterey, State of California, being a portion of Lot 24 as shown on the certain Tract Map No. 122, Springfield Park No. 1, Volume 4 of Cities and Towns at Page 92, Records of Monterey County, more particularly described as follows:

A strip of land 20 feet wide, the centerline of which is described as follows:

**Commencing** at a 1.5" iron pipe at the southwest corner of Lot 1 per said Tract Map; thence, along the southerly line of Lots 1 through 24, South 88°53'38" East, 1645.81 feet to the **Point of Beginning**; thence,

- 1) North 0°56'56" East 120.00 feet to a point that bears North 88°53'38" West 34.34 feet from the northeast corner of said Lot 24, being a point on the northerly line of said Lot 24, said point also being the **Point of Termination**.

The sidelines of said strip of land shall be shortened and/or extended so as to begin and/or end on the southerly and northerly lines of said Lot 24.

Containing an area of 2,400 square feet, more or less.

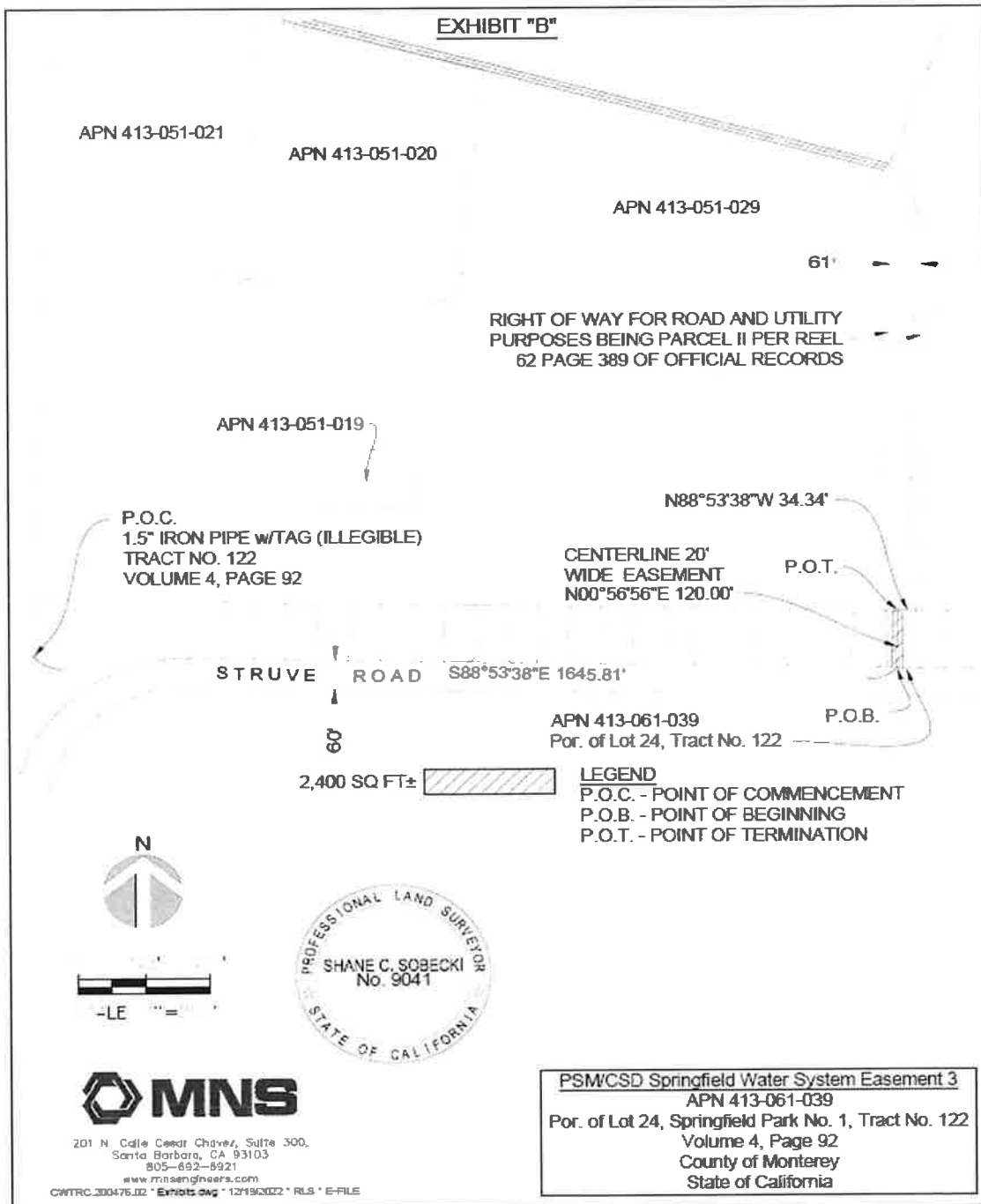
Signature: Shane C. Sobecki  
Shane C. Sobecki, PLS

Date: 12/19/2022



GRANTOR: DENISE LEACH, ET AL  
PROJECT NAME: SPRINGFIELD WATER PROJECT

APN: 413-061-039 (portion of)



**RECORD WITHOUT FEE UNDER SECTION 6103  
GOVERNMENT CODE OF THE STATE OF CALIFORNIA**

**AFTER RECORDING RETURN TO:**

Attn: Judy Vasquez-Varla  
Pajaro/Sunny Mesa Community Services District  
136 San Juan Road  
Royal Oak, CA 95076

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

*This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922*

**APN: 413-061-039-000** (portion of)

**GRANT OF EASEMENT FOR  
WATER LINE PURPOSES**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Denise Leach and R. Michael Manfre, Trustees of the **Robert M. and Shirley L. Manfre Living Trust dated September 23, 1981**, as to an undivided 10% interest; Frank W. Capurro, Trustee of the **Bud and Betty Capurro Trust dated June 6, 1984**, as to an undivided 10% interest; **Pamela J. Capurro**, a single woman, who took title as Pamela Cardella, a married woman, as her sole and separate property, as to an undivided 10% interest; **R. Michael Manfre and Kimarie Reasons Manfre, Trustees of the Trust dated November 16, 1989**, as to an undivided 10% interest; Frank W. Capurro and Susan Celeste Capurro, as Trustees of the **Frank and Susan Capurro Family Trust**, as to an undivided 10% interest; John S. Manfre and Mary P. Manfre, as Trustees of the **John and Mary Manfre Family Trust**, as to an undivided 10% interest; Gary L. Manfre and Kristi Manfre, as Trustees of the **Gary and Kristi Manfre Family Trust**, as to an undivided 10% interest; Lisa L. Capurro, Trustee of the **Kristofer Capurro Family Trust, dated April 10, 1990**, as to an undivided 10% interest; Denise M. Leach, Trustee of the Leach-Manfre Trust dated November 15, 1990, as to an undivided 10% interest; **Susan M. Frosch**, who took title as Susan M. Capurro, a single woman, as her sole and separate property, as to an undivided 10% interest, all as tenants in common ("**Grantor**") does hereby grant to **Pajaro Sunny Mesa Community Services District, a public agency (Grantee)**, its successors or assigns, a perpetual easement for water pipeline and water pipeline related purposes, over, under and across that certain portion of Grantor's real property (commonly known as APN 413-061-039) situated in the unincorporated area of Monterey County, commonly known as Moss Landing, State of California, and being more particularly described as follows:

SEE EASEMENT LEGAL DESCRIPTION MARKED EXHIBIT "A" AND DIAGRAM THEREOF MARKED EXHIBIT "B," ATTACHED HERETO AND INCORPORATED BY REFERENCE.

The easement rights granted herein include the following: (a) the right of ingress and egress over and across the easement for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted, (b) the right of ingress and egress, to and from the easement herein described, across the lands of Grantor for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not unreasonably interfere with Grantor's reasonable use of its remainder property; (c) the right

to install, construct, reconstruct, repair, replace, operate, improve and maintain water lines and all related above and below ground appurtenances and facilities; and (d) the right to deposit, store and use tools, implements and material thereon. The rights granted herein are for the benefit of the Grantee, its officers, agents, employees, successors or assigns, and by any contractor, its agents or employees, engaged by Grantee, its successors or assigns, whenever and wherever necessary for the purposes above set forth.

Grantor shall not plant any vegetation, including, but not limited to, crops, trees or bushes, or erect, construct or install any fence, wall, irrigation system or any other type of structure, improvement, or private utility, or make any use of the area over, under or across the easement and right-of-way without first obtaining written permission from Grantee, which shall not be unreasonably withheld. Grantor shall keep the easement area clear from any obstacles that will make the area un-accessible.

This conveyance of said easement and right-of-way is made for the benefit and burden of all parties who have or may acquire any right, title, or interest in any part of the above-described real property. This conveyance is binding on the Grantor, its heirs, assigns and successors-in-interest.

**GRANTORS:**

<p><b>Robert M. and Shirly L. Manfre Living Trust dated September 23, 1981</b></p> <p>By: _____ Denise Leach, Trustee</p> <p>Date: _____</p> <p>By: _____ R. Michael Manfre, Trustee</p> <p>Date: _____</p>	<p><b>R. Michael Manfre and Kimarie Reasons Manfre, Trustees of the Trust dated November 16, 1989</b></p> <p>By: _____ R. Michael Manfre, Trustee</p> <p>Date: _____</p> <p>By: _____ Kristi Reasons Manfre, Trustee</p> <p>Date: _____</p>
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<p><b>Bud and Betty Capurro Trust dated June 6, 1984</b></p> <p>By: _____ Frank W. Capurro, Trustee</p> <p>Date: _____</p>	<p><b>Frank and Susan Capurro Family Trust</b></p> <p>By: _____ Frank W. Capurro, Trustee</p> <p>Date: _____</p> <p>By: _____ Susan Celeste Capurro, Trustee</p> <p>Date: _____</p>
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<p>_____ <b>Pamela J. Capurro</b></p> <p>Date: _____</p>	<p>_____ <b>Susan M. Frosch</b></p> <p>Date: _____</p>

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**20' WIDE PSM/CSD WATER SYSTEM EASEMENT 3**

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**Commencing** at a 1.5" iron pipe at the southwest corner of Lot 1 per said Tract Map; thence, along the southerly line of Lots 1 through 24, South 88°53'38" East, 1645.81 feet to the **Point of Beginning**; thence,

- 1) North 0°56'56" East 120.00 feet to a point that bears North 88°53'38" West 34.34 feet from the northeast corner of said Lot 24, being a point on the northerly line of said Lot 24, said point also being the **Point of Termination**.

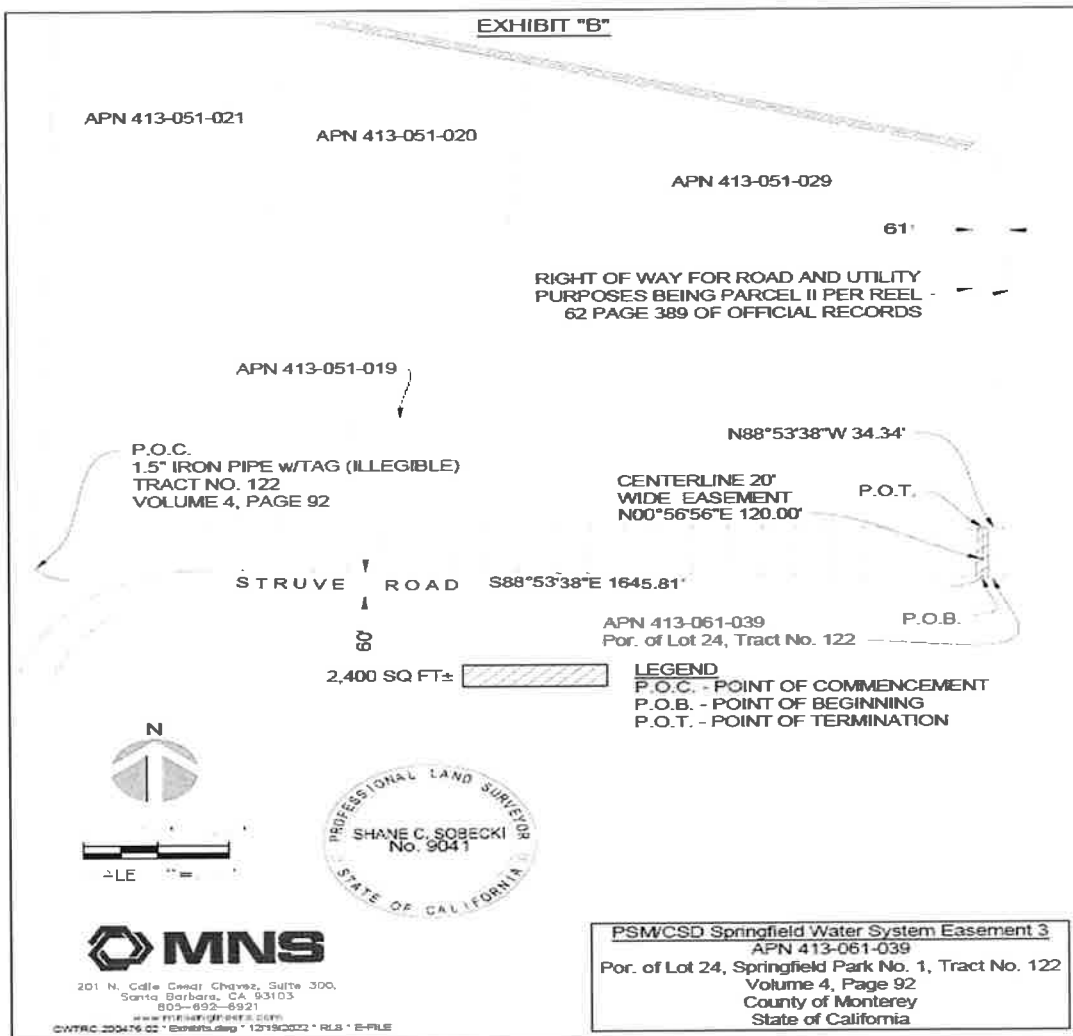
The sidelines of said strip of land shall be shortened and/or extended so as to begin and/or end on the southerly and northerly lines of said Lot 24.

Containing an area of 2,400 square feet, more or less.

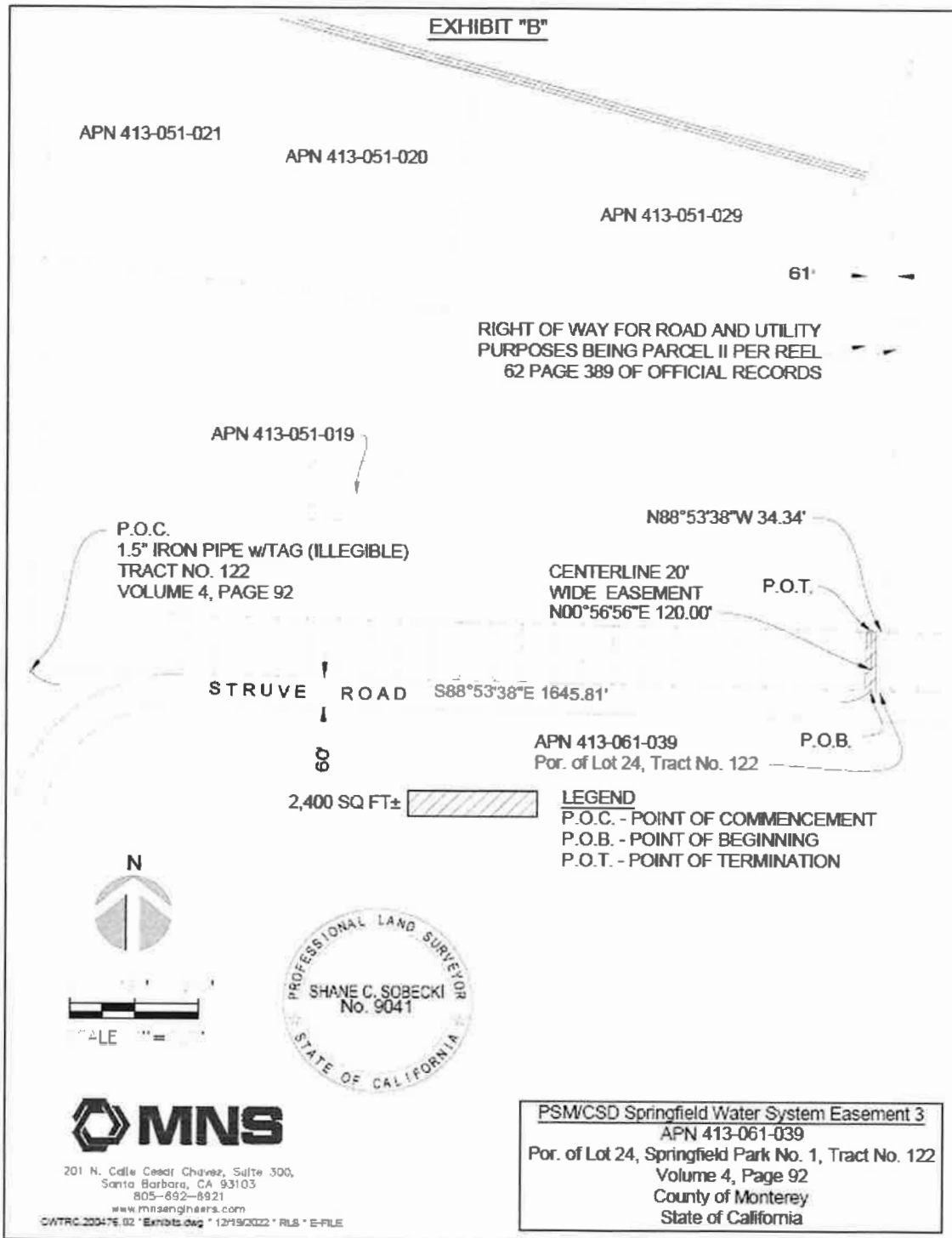
Signature: Shane C. Sobecki  
Shane C. Sobecki, PLS

Date: 12/19/2022





**!!!THERE ARE 2 EXHIBIT B's – CHOOSE ONE BEFORE RECORDING!!!**





ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public 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 \_\_\_\_\_ } SS

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_,

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

\_\_\_\_\_  
Notary Public in and for said County and State

**CERTIFICATE OF CONSENT AND ACCEPTANCE**

This is to certify that the interest in real property conveyed by the attached Grant of Easement to **Pajaro Sunny Mesa Community Services District, a public agency** is hereby accepted by the undersigned duly authorized agent, pursuant to authority conferred by Resolution No. \_\_\_\_\_ of said Board of Directors adopted on the \_\_\_\_\_, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_