



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE SEASIDE, CA 93955

REGULAR MEETING

Board of Directors

Tuesday, May 11, 2021, 9:30 AM

VIRTUAL ONLY MEETING

Pursuant to Governor Newsom's Executive Orders [N-29-20](#) and [N-33-20](#), and to do all we can to help slow the spread of COVID-19 (coronavirus) District meetings will be adapted in the following ways:

- Meetings of the District will be conducted with virtual (electronic) participation only. Members of the public may watch the live stream of the District meetings at <https://bit.ly/SeasideYouTube>
- Members of the public may participate before and during each meeting by submitting comment(s) to pwinfo@ci.seaside.ca.us. The clerk will read each received public comment aloud into the record at the designated time, subject to time limits that may be imposed pursuant to the Brown Act. In the subject line of a public comment email, please specify the meeting body and date and indicate the relevant item number or "general" to help staff easily receive and organize public comments.

1. **CALL TO ORDER**

2. **ROLL CALL** **BOARD OF DIRECTORS**

Jerry Blackwelder
Pat Lintell
Jon Wizard

Chair
First Vice Chair
Second Vice Chair

3. **REVIEW OF AGENDA**

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

4. **PUBLIC COMMENT**

Members of the public wishing to address the Seaside County Sanitation District on matters within the jurisdiction of the Board, but not on this agenda, may do so during Public Comment period for up to two minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

5. CONSENT AGENDA

A. APPROVE MINUTES FROM MARCH 9, 2021 REGULAR MEETING.

B. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR MARCH 2021 AND APRIL 2021.

PURPOSE: RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR MARCH 2021 AND APRIL 2021.

RECOMMENDATION: Accept reports. This item is presented for information only.

C. APPROVAL OF FEBRUARY 2021 & MARCH 2021 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.

PURPOSE: Approval of February & March 2021 expenditures in the amount of \$984,848.17 for the Seaside County Sanitation District. A draw-down in the amount of \$984,848.17 for the expenditures for February & March 2021 is being requested.

RECOMMENDATION: Approve the expenditures for February & March 2021 and approve a drawdown of \$984,848.17. The total expenditures for February 2021 were \$872,632.13 and expenditures for March 2021 were \$112,216.04.

6. NEW BUSINESS

A. ADOPT A RESOLUTION AUTHORIZING DISTRICT MANAGER TO EXECUTE AN EASEMENT AGREEMENT WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY

PURPOSE: Execute an easement agreement with the Transportation Agency for Monterey County (TAMC).

RECOMMENDATION: Adopt a resolution authorizing the district manager to execute an easement agreement with TAMC.

7. STAFF REPORTS

Staff reports include items for which verbal reports/presentations will be provided. If a specific Seaside County Sanitation District presentation is planned, it will be listed and information included with the Agenda. Brief oral reports may be provided for items arising after the Agenda was prepared. The Board may wish to ask questions or discuss a staff report, but no action is appropriate other than referral to staff, or

request that a matter be set as a future Agenda item.

8. BOARD MEMBERS COMMENTS

9. ADJOURNMENT

Next Regularly Scheduled Meeting:
June 8, 2021
Seaside City Hall
9:30 AM

In compliance with the Americans with Disabilities Act (ADA), the Seaside County Sanitation District (SCSD) does not discriminate against persons with disabilities. Any person with a disability who requires a modification or accommodation to be able to participate in this meeting is asked to contact the office of the District Clerk at cityclerk@ci.seaside.ca.us 831-899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements. This agenda is posted in compliance with Pursuant to Governor Newsom's Executive Orders [N-29-20](#) and [N-33-20](#). Agenda related writings or documents provided to the Board are available for public inspection during the meeting or may be requested from the office of the District Clerk.



DRAFT MINUTES
SEASIDE COUNTY SANITATION DISTRICT
Tuesday, March 9, 2021 9:30 AM
REGULAR MEETING
Seaside Conference Room

1. CALL TO ORDER

Chair Blackwelder called the meeting to order at 9:30 AM.

2. ROLL CALL

PRESENT: Blackwelder, Lintell, Wizard

ABSENT: None

3. REVIEW OF AGENDA

No changes requested.

4. PUBLIC COMMENT

None.

5. CONSENT AGENDA

On motion by First Vice Chair Pat Lintell and seconded by Second Vice Chair Jon Wizard and passed the following vote, the Seaside County Sanitation District Board approved consent agenda as presented.

RESULT:

Approved

AYES:

Jerry Blackwelder, Pat Lintell, Jon Wizard

NOES:

None

A. APPROVE MINUTES FROM THE JANUARY 12, 2021 REGULAR MEETING

Action: Approved

B. APPROVAL OF DECEMBER 2020 & JANUARY 2021 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.

Action: Approved

C. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR JANUARY 2021 AND FEBRUARY 2021

Action: Approved

6. NEW BUSINESS

None

7. STAFF REPORTS

Senior Engineer Scott Ottmar provided update to the board on current capital projects.

8. BOARD MEMBERS COMMENTS

None.

9. ADJOURNMENT

On motion, the meeting was adjourned at 9:50 AM.

Respectfully Submitted,

Rosa Salcedo, District Clerk

Jerry Blackwelder, Chair



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Billy Thomas, Junior Engineer
Scott Ottmar, Senior Engineer

DATE: May 11, 2021

**SUBJECT: RECEIVE SEASIDE COUNTY SANITATION DISTRICT
OPERATIONS REPORT FOR MARCH 2021 AND APRIL 2021.**

PURPOSE

RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR MARCH 2021 AND APRIL 2021.

RECOMMENDATION

Accept reports. This item is presented for information only.

BACKGROUND

Attached is the Seaside County Sanitation District Operations Report and Flush Map for March 2021 and April 2021.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

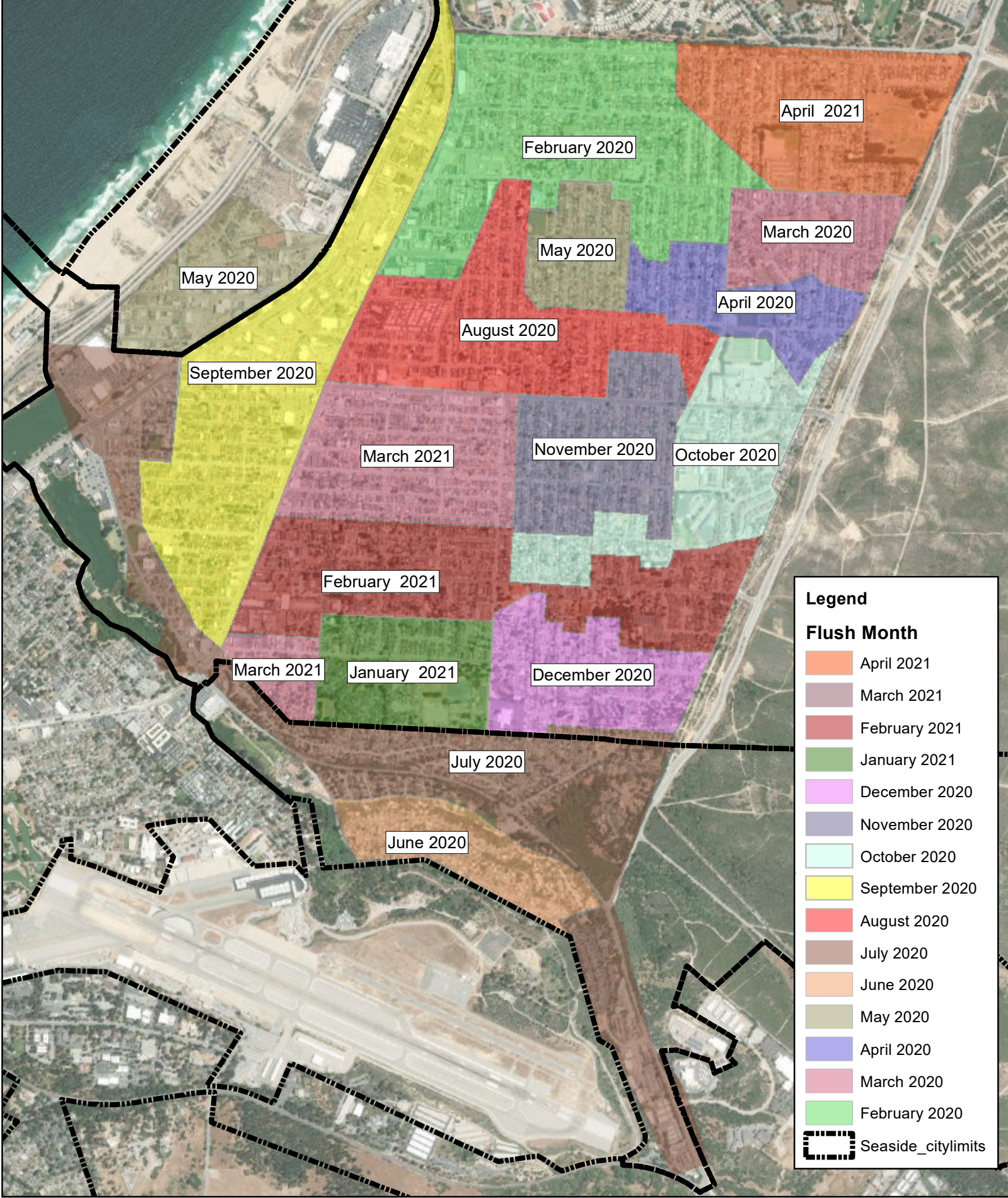
1. Flush Map_April_20-21
 2. Monthly Sanitation Report April_20-21
-

3. Monthly Sanitation Report March_20-21

Reviewed for Submission to the
Board by:



Craig Malin, District Manager



Legend

Flush Month

- April 2021
- March 2021
- February 2021
- January 2021
- December 2020
- November 2020
- October 2020
- September 2020
- August 2020
- July 2020
- June 2020
- May 2020
- April 2020
- March 2020
- February 2020

Seaside_citylimits



0 1,250 2,500
Feet

Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map

Packet Page 8 Exhibit

Seaside County Sanitation District Operations Report

Fiscal Year 2020/2021 Month of April

	Del Rey Oaks (42,240)		Sand City (26,400)		Seaside (316,800)		District Totals (385,440 ft.)	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Maintenance								
Mainline Rodded	0	0	0	0	0	0	0	0
Main Line Jetted	0	22,570	0	0	16,547	202,547		208,570
Main Line Video	0	0	0	0	10,700	60,023	10,700	65,523
Main Lines Treated for Grease Control (Jet Power II)	262	2,281	277	2,493	6,384	47,181	6,923	51,955
Mainline Root Treatment	0	1,222	0	0	0	11,092	0	12,314
Stoppages								
Main Line	0	1	0	0	0	7	0	8
Laterals	0	0	0	0	1	9	1	9
SSO's	0	1	0	0	1	2	1	3

Sewer Repairs

None

Sewer Video due to blockage/repairs

None

Stoppage Locations

Del Rey Oaks

None

Sand City

None

Seaside

1515 Ord Grove - L - Unknown

Overflow Locations

Del Rey Oaks

None

Sand City

None

Seaside

1601 Vallejo - ML - Const. Debris

Seaside County Sanitation District Operations Report

Fiscal Year 2020/2021 Month of March

	Del Rey Oaks (42,240)		Sand City (26,400)		Seaside (316,800)		District Totals (385,440 ft.)	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Maintenance								
Mainline Rodded	0	0	0	0	0	0	0	0
Main Line Jetted	0	22,570	0	0	21,050	186,000	21,050	208,570
Main Line Video	0	0	0	0	10,100	49,323	10,100	54,823
Main Lines Treated for Grease Control (Jet Power II)	262	2,019	277	2,216	6,260	40,797	6,799	45,032
Mainline Root Treatment	1,222	1,222	0	0	11,092	11,092	12,314	12,314
Stoppages								
Main Line	0	1	0	0	0	7	0	8
Laterals	0	0	0	0	0	8	0	8
SSO's	1	1	0	0	1	1	2	2

Sewer Repairs

None

Sewer Video due to blockage/repairs

None

Stoppage Locations

Del Rey Oaks

None

Sand City

None

Seaside

None

Overflow Locations

Del Rey Oaks

Canyon Del Rey - C12-21 to C12-32
ML - Roots - Need to T.V.

Sand City

None

Seaside

1594 LaSalle - ML - Roots and Rags



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Victor Damiani, Finance Director
Jessica Riley, Assistant Finance Director

DATE: May 11, 2021

**SUBJECT: APPROVAL OF FEBRUARY 2021 & MARCH 2021 EXPENDITURE
REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.**

PURPOSE

Approval of February & March 2021 expenditures in the amount of \$984,848.17 for the Seaside County Sanitation District. A draw-down in the amount of \$984,848.17 for the expenditures for February & March 2021 is being requested.

RECOMMENDATION

Approve the expenditures for February & March 2021 and approve a drawdown of \$984,848.17. The total expenditures for February 2021 were \$872,632.13 and expenditures for March 2021 were \$112,216.04.

BACKGROUND

The total expenditure was \$872,632.13 in February 2021 and \$112,216.04 for March 2021. The local cash balance as of March 31, 2021 was -\$419,323.89 and the cash balance with the County was \$4,210,787.62. These cash balances do not reflect previous draw-down requests in the amount of \$439,670.22 for December 2020 & January 2021 expenditures that has not been received as of 5/6/2021. An additional draw-down in the amount of \$984,848.17 is being requested for February & March 2021 expenses. The local cash balance will be \$1,005,194.50 after all draw-down requests are received and the adjusted cash balance with the County will be \$2,898,485.27.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. FEBRUARY 21 expenditure spreadsheet - for May 11 meeting
 2. MARCH 21 expenditure spreadsheet - for May 11 meeting
 3. EFT Form - for May 11 meeting
-

Reviewed for Submission to the
Board by:

A handwritten signature in blue ink, appearing to read 'Craig Malin', with a large, stylized flourish at the end.

Craig Malin, District Manager

**Seaside County Sanitation District
Year-to-Date 2020-2021 Expenses
February 2021**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8110-1045	STATE WASTE DISCHARGE FEE	-	-	-
951-8420-0001	SALARIES	-	-	-
951-8810-0001	SALARIES	10,475.77	6,448.17	4,027.60
951-8810-0002	OVERTIME	-	-	-
951-8810-0006	WORKERS COMPENSATION	1,428.54	-	1,428.54
951-8810-0009	SICK LEAVE PAYOFF	-	-	-
951-8810-0010	MANAGEMENT LEAVE PAYOFF	226.60	217.02	9.58
951-8810-0012	VACATION\COMP TIME PAYOFF	163.25	108.52	54.73
951-8810-0016	DEFERRED COMPENSATION	205.90	127.20	78.70
951-8810-0017	PARS-ARS 457	-	-	-
951-8810-0020	PART-TIME HOURLY WAGES	-	-	-
951-8810-0030	PERS PENSION OB BOND	370.93	-	370.93
951-8810-0031	PERS PENSION	3,568.47	3,122.57	445.90
951-8810-0032	PARS PENSION	747.66	460.24	287.42
951-8810-0033	LIUNA PENSION	-	-	-
951-8810-0041	MEDICAL INSURANCE	2,066.49	1,231.05	835.44
951-8810-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8810-0043	FLEX ONE-PLAN FEE	-	-	-
951-8810-0044	RETIREE MEDICAL INSURANCE	-	-	-
951-8810-0051	DENTAL INSURANCE-GUARDIAN	138.37	83.30	55.07
951-8810-0061	VISION INSURANCE	12.31	7.37	4.94
951-8810-0071	LTD	36.00	21.84	14.16
951-8810-0081	LIFE INSURANCE	38.29	23.30	14.99
951-8810-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8810-0092	MEDICARE TAX	151.26	94.46	56.80
951-8810-1022	LEGAL SERVICES	3,036.00	2,552.00	484.00
951-8810-1025	CITY AUDIT	7,500.00	5,000.00	2,500.00
951-8810-1026	MEDICAL EXAMS	-	-	-
951-8810-1029	TRAINING AND EDUCATION	-	-	-
951-8810-1030	CONSULTANT	-	-	-
951-8810-1033	FITNESS PROGRAM	-	-	-
951-8810-1040	PROPERTY TAX ADMIN FEES	-	-	-
951-8810-1041	STATE WASTE DISCHARGE FEE	-	-	-
951-8810-1045	WASTE DISCHARGE FEE	-	-	-
951-8810-2044	COPIER SERVICES	-	-	-
951-8810-2045	MAIL MACHINE MAINTENANCE	-	-	-
951-8810-2052	RADIO REPAIR	-	-	-
951-8810-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8810-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8810-2066	COMPUTER MAINTENANCE	-	-	-
951-8810-2076	CITY OVERHEAD	-	-	-
951-8810-2078	OTHER EXPENSE	180.00	180.00	-
951-8810-2090	LIABILITY INSURANCE	-	-	-

**Seaside County Sanitation District
Year-to-Date 2020-2021 Expenses
February 2021**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-3092	STATIONARY SUPPLIES	106.75	99.80	6.95
951-8810-3095	DEPARTMENT CONSUMABLES	183.00	183.00	-
951-8810-3104	COMPUTER SOFTWARE	-	-	-
951-8810-4121	MEETINGS AND TRAVEL	-	-	-
951-8810-4122	DUES AND MEMBERSHIPS	655.00	91.00	564.00
951-8810-4124	MAIL SERVICES	-	-	-
951-8810-5132	TELEPHONE	1,258.74	1,104.18	154.56
951-8810-6141	EMPLOYEE AUTO REIMBURSEMENT	-	-	-
951-8810-9196	IMPACT FEES	16,042.44	16,042.44	-
951-8810-9395	VEHICLE MAINTENANCE	16,132.98	-	16,132.98
951-8810-9396	LIABILITY INSURANCE	-	-	-
951-8810-9397	COMPUTER SYSTEM	16,133.32	-	16,133.32
951-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8810-9702	SRAF TRANSFER	-	-	-
951-8820-0001	SALARIES	204,643.99	151,825.07	52,818.92
951-8820-0002	OVERTIME	18,701.54	3,928.59	14,772.95
951-8820-0004	UNIFORM ALLOWANCE	-	-	-
951-8820-0005	PERS	-	-	-
951-8820-0006	WORKERS COMPENSATION	19,617.71	-	19,617.71
951-8820-0008	UNEMPLOYMENT INSURANCE	-	-	-
951-8820-0009	SICK LEAVE PAYOFF	-	-	-
951-8820-0010	MANAGEMENT LEAVE PAYOFF	68.99	-	68.99
951-8820-0012	VACATION/COMP TIME PAYOFF	7,431.16	7,053.73	377.43
951-8820-0013	SOCIAL SECURITY TAX	-	-	-
951-8820-0014	LIUNA PENSION	-	-	-
951-8820-0015	PARS PENSION	-	-	-
951-8820-0016	DEFERRED COMPENSATION	2,835.49	2,169.49	666.00
951-8820-0017	PARS-ARS 457	7.64	-	7.64
951-8820-0020	PART-TIME HOURLY WAGES	769.21	408.66	360.55
951-8820-0030	PERS PENSION OB BOND	880.93	-	880.93
951-8820-0031	PERS PENSION	53,070.31	47,236.06	5,834.25
951-8820-0032	PARS PENSION	356.67	290.22	66.45
951-8820-0033	LIUNA PENSION	1,557.72	1,408.83	148.89
951-8820-0041	MEDICAL INSURANCE	61,189.89	41,613.31	19,576.58
951-8820-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8820-0043	FLEX ONE-PLAN FEE	-	-	-
951-8820-0044	RETIREE MEDICAL INSURANCE	4,668.00	-	4,668.00
951-8820-0051	DENTAL INSURANCE-GARDIAN	3,538.16	2,390.38	1,147.78
951-8820-0061	VISION INSURANCE	336.57	235.06	101.51
951-8820-0071	LTD	359.22	239.18	120.04
951-8820-0081	LIFE INSURANCE	332.79	216.20	116.59
951-8820-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8820-0092	MEDICARE TAX	2,885.66	2,187.61	698.05
951-8820-0094	PW-LABOR COST ADJUSTMENT	-	-	-

**Seaside County Sanitation District
Year-to-Date 2020-2021 Expenses
February 2021**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0095	OPEB ANNUAL COST	-	-	-
951-8820-0099	TUITION REIMBURSEMENT	-	-	-
951-8820-1028	COMPUTER PROGRAMMING	-	-	-
951-8820-1029	TRAINING AND EDUCATION	157.53	-	157.53
951-8820-1030	CONSULTANT	-	-	-
951-8820-1033	FITNESS PROGRAM	-	-	-
951-8820-2044	COPY MACHINE MAINTENANCE	-	-	-
951-8820-2049	UNIFORM SERVICE / LAUNDRY	1,821.91	1,613.18	208.73
951-8820-2052	RADIO REPAIR	-	-	-
951-8820-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8820-2054	EQUIPMENT REPAIR	2,308.33	2,308.33	-
951-8820-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8820-2066	COMPUTER MAINTENANCE	-	-	-
951-8820-2068	REFUSE DISPOSAL	1,615.00	1,615.00	-
951-8820-2073	SUBCONTRACTED WORK	16,138.02	13,868.30	2,269.72
951-8820-2074	SUBCONTRACT - GREASE PROGRAM	-	-	-
951-8820-2087	EQUIPMENT RENTAL	-	-	-
951-8820-3092	STATIONARY SUPPLIES	-	-	-
951-8820-3095	DEPARTMENT CONSUMABLES	13,078.41	11,729.23	1,349.18
951-8820-3097	SAFETY EQUIPMENT	1,034.06	1,034.06	-
951-8820-3102	COMPUTER SUPPLIES	-	-	-
951-8820-4121	MEETINGS AND TRAVEL	1,400.00	1,200.00	200.00
951-8820-4122	DUES AND MEMBERSHIPS	4,567.67	4,475.17	92.50
951-8820-4124	MAIL SERVICES	-	-	-
951-8820-5131	GAS AND ELECTRIC	5,105.15	5,105.15	-
951-8820-5132	TELEPHONE	-	-	-
951-8820-5133	WATER	-	-	-
951-8820-6143	VEHICLE MAINTENANCE	-	-	-
951-8820-8183	VIDEO INSPECTION	-	-	-
951-8820-8184	FOG PROGRAM	-	-	-
951-8820-8185	GIS MAINTENANCE & MAPPING	-	-	-
951-8820-8186	PUBLIC WORKS EQUIPMENT	-	-	-
951-8820-8187	DEPARTMENT EQUIPMENT	480.00	480.00	-
951-8820-8198	FOG PROGRAM	1,612.50	1,612.50	-
951-8820-9395	VEHICLE MAINTENANCE	-	-	-
951-8820-9397	COMPUTER SYSTEM	586.68	-	586.68
951-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8820-9399	INTERFUND TRANSFERS OUT	-	-	-
951-8820-9602	PRINCIPAL	899.29	597.73	301.56
951-8820-9605	INTEREST EXPENSE	44.12	31.21	12.91
951-8820-9607	LEASE - SEWER TRUCK	-	-	-
951-8820-9608	LEASE - BACKHOE	-	-	-
951-8820-9999	INTERFUND TRANSFERS OUT	-	-	-
		514,958.39	344,069.71	170,888.68

Seaside County Sanitation District
Year-to-Date 2020-2021 Expenses
February 2021

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
952-8820-8186	EQUIPMENT - VACTOR TRUCK	-	-	-
952-8820-8187	DEPARTMENT EQUIP - GENERATOR	-	-	-
952-8820-8188	DEPARTMENT EQUIP - CAMERA	-	-	-
952-8820-8189	RATE STUDY	-	-	-
952-8820-8190	VIDEO INSPECTION	-	-	-
952-8820-8191	PICKUP TRUCK WITH CMS	-	-	-
952-8820-8192	PICKUP TRUCK	-	-	-
952-8820-8193	CONNECTION FEE STUDY	-	-	-
952-8820-8194	SEWER SYSTEM MNGT PLAN UPDATE	10,273.19	5,463.90	4,809.29
952-8820-8195	GRAPHIC INFORMATION SYSTEM	-	-	-
952-8820-8196	LAFCO APPLICATION PROJECT	-	-	-
952-8820-8197	GENERATOR	-	-	-
952-8820-9603	DEPRECIATION EXPENSE	-	-	-
952-8820-9605	INTEREST EXPENSE	2,784.91	2,784.91	-
952-8820-9606	OTHER DEBT SERVICE FEES	-	-	-
952-8820-9608	LEASE PYMTS-VACTOR (PRINCIPAL)	-	-	-
952-8820-9609	LEASE PAYMENTS 2009	-	-	-
952-8820-9901	LOSS (GAIN) ON ASSET DISPOSAL	-	-	-
		13,058.10	8,248.81	4,809.29
953-8820-0016	DEFERRED COMPENSATION	75.71	68.39	7.32
953-8820-0031	PERS PENSION	943.97	907.65	36.32
953-8820-0032	PARS PENSION	305.31	281.87	23.44
953-8820-0041	MEDICAL INSURANCE-NON LIUNA	792.53	711.24	81.29
953-8820-0051	DENTAL INSURANCE	50.91	43.27	7.64
953-8820-0061	VISION INSURANCE	4.93	4.49	0.44
953-8820-0071	LTD	13.26	11.37	1.89
953-8820-0081	LIFE INSURANCE	14.11	12.14	1.97
953-8820-0092	MEDICARE TAX	60.78	56.26	4.52
953-8820-1030	CONSULTANT	-	-	-
953-8820-2054	EQUIPMENT REPAIR	-	-	-
953-8820-9193	STA 321 UPGRADES	-	-	-
953-8820-9194	PRIME CONTRACTOR	-	-	-
953-8820-9195	AMEND MASTER PLAN	-	-	-
953-8820-9196	TRUNK LINE CLEANING	-	-	-
953-8820-9197	HARCOURT AVE.	-	-	-
953-8820-9198	ORTIZ AVE SEWER LINE CLEANING	-	-	-
953-8820-9199	942 ANGELUS WAY PIPE LINING	-	-	-
953-8820-9201	DEL MONTE LIFT STATION UPGRADE	-	-	-
953-8820-9202	ROSITA LIFT STATION UPGRADE	106.80	106.80	-
953-8820-9203	ANGELUS WAY SEWER MAIN UPGRADE	-	-	-
953-8820-9204	DEL REY PARK SEWR MAIN UPGRADE	380,743.04	143,468.55	237,274.49
953-8820-9205	DEL MONTE BL SEWR MAIN UPGRADE	-	-	-
953-8820-9206	MILITARY LIFT STATN REPLACEMNT	-	-	-
953-8820-9207	FREMONT BL SEWR MAIN UPGRADE	257,420.94	192,195.30	65,225.64

**Seaside County Sanitation District
Year-to-Date 2020-2021 Expenses
February 2021**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
953-8820-9208	LUZERN ST SEWR MAIN UPGRADE	598.33	570.89	27.44
953-8820-9209	LA SALLE AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9210	TIOGA LIFT STN FEASIBILITY	-	-	-
953-8820-9211	BIRCH AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9212	LAFCO APPLICATION	-	-	-
953-8820-9213	NEW MANHOLE INSTALLATIONS	-	-	-
953-8820-9214	DEL MONTE SWR MAIN REPLACEMENT	1,675,611.84	1,281,422.58	394,189.26
953-8820-9215	ROOT INTRUSION SWR MAIN RPLC	-	-	-
953-8820-9216	SEWER MASTER PLAN	-	-	-
953-8820-9217	SUTTER ST SEWER MAIN REPLACE	-	-	-
953-8820-9218	SEWER LINE REPLACEMENTS	110,316.78	110,264.28	52.50
953-8820-9314	HIGHWAY 1 SEWER LINE CLEANING	-	-	-
953-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
953-8820-9603	DEPRECIATION EXPENSE	-	-	-
953-8820-9604	AMORTIZATION EXPENSE	-	-	-
953-8820-9605	INTEREST EXPENSE	-	-	-
953-8930-2078	OTHER EXPENSE	-	-	-
		2,427,059.24	1,730,125.08	696,934.16
954-2010-0044	RETIREE MEDICAL INSURANCE	-	-	-
954-8810-2088	JUDGEMENTS/DAMAGES	-	-	-
954-8810-2090	INSURANCE	68,159.00	68,159.00	-
954-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
954-8810-9605	INTEREST EXPENSE	-	-	-
		68,159.00	68,159.00	-
			951-1009	170,888.68
			952-1009	4,809.29
			953-1009	696,934.16
			954-1009	-
FEBRUARY 2021 DRAWDOWN				872,632.13

**Seaside County Sanitation District
Year-to-Date 2020-2021 Expenses
March 2021**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8110-1045	STATE WASTE DISCHARGE FEE	-	-	-
951-8420-0001	SALARIES	-	-	-
951-8810-0001	SALARIES	12,849.78	10,475.77	2,374.01
951-8810-0002	OVERTIME	-	-	-
951-8810-0006	WORKERS COMPENSATION	1,607.11	1,428.54	178.57
951-8810-0009	SICK LEAVE PAYOFF	-	-	-
951-8810-0010	MANAGEMENT LEAVE PAYOFF	226.60	226.60	-
951-8810-0012	VACATION\COMP TIME PAYOFF	163.25	163.25	-
951-8810-0016	DEFERRED COMPENSATION	257.88	205.90	51.98
951-8810-0017	PARS-ARS 457	-	-	-
951-8810-0020	PART-TIME HOURLY WAGES	-	-	-
951-8810-0030	PERS PENSION OB BOND	417.29	370.93	46.36
951-8810-0031	PERS PENSION	3,831.04	3,568.47	262.57
951-8810-0032	PARS PENSION	909.85	747.66	162.19
951-8810-0033	LIUNA PENSION	2.11	-	2.11
951-8810-0041	MEDICAL INSURANCE	2,597.09	2,066.49	530.60
951-8810-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8810-0043	FLEX ONE-PLAN FEE	-	-	-
951-8810-0044	RETIREE MEDICAL INSURANCE	-	-	-
951-8810-0051	DENTAL INSURANCE-GUARDIAN	173.96	138.37	35.59
951-8810-0061	VISION INSURANCE	15.51	12.31	3.20
951-8810-0071	LTD	44.74	36.00	8.74
951-8810-0081	LIFE INSURANCE	47.42	38.29	9.13
951-8810-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8810-0092	MEDICARE TAX	183.90	151.26	32.64
951-8810-1022	LEGAL SERVICES	4,642.00	3,036.00	1,606.00
951-8810-1025	CITY AUDIT	7,500.00	7,500.00	-
951-8810-1026	MEDICAL EXAMS	-	-	-
951-8810-1029	TRAINING AND EDUCATION	-	-	-
951-8810-1030	CONSULTANT	-	-	-
951-8810-1033	FITNESS PROGRAM	-	-	-
951-8810-1040	PROPERTY TAX ADMIN FEES	-	-	-
951-8810-1041	STATE WASTE DISCHARGE FEE	-	-	-
951-8810-1045	WASTE DISCHARGE FEE	2,848.00	-	2,848.00
951-8810-2044	COPIER SERVICES	-	-	-
951-8810-2045	MAIL MACHINE MAINTENANCE	-	-	-
951-8810-2052	RADIO REPAIR	-	-	-
951-8810-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8810-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8810-2066	COMPUTER MAINTENANCE	-	-	-
951-8810-2076	CITY OVERHEAD	-	-	-
951-8810-2078	OTHER EXPENSE	180.00	180.00	-
951-8810-2090	LIABILITY INSURANCE	-	-	-

**Seaside County Sanitation District
Year-to-Date 2020-2021 Expenses
March 2021**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-3092	STATIONARY SUPPLIES	106.75	106.75	-
951-8810-3095	DEPARTMENT CONSUMABLES	183.00	183.00	-
951-8810-3104	COMPUTER SOFTWARE	-	-	-
951-8810-4121	MEETINGS AND TRAVEL	-	-	-
951-8810-4122	DUES AND MEMBERSHIPS	655.00	655.00	-
951-8810-4124	MAIL SERVICES	-	-	-
951-8810-5132	TELEPHONE	1,383.60	1,258.74	124.86
951-8810-6141	EMPLOYEE AUTO REIMBURSEMENT	-	-	-
951-8810-9196	IMPACT FEES	16,042.44	16,042.44	-
951-8810-9395	VEHICLE MAINTENANCE	18,149.61	16,132.98	2,016.63
951-8810-9396	LIABILITY INSURANCE	-	-	-
951-8810-9397	COMPUTER SYSTEM	18,149.99	16,133.32	2,016.67
951-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8810-9702	SRAF TRANSFER	-	-	-
951-8820-0001	SALARIES	227,309.99	204,643.99	22,666.00
951-8820-0002	OVERTIME	19,427.04	18,701.54	725.50
951-8820-0004	UNIFORM ALLOWANCE	-	-	-
951-8820-0005	PERS	-	-	-
951-8820-0006	WORKERS COMPENSATION	22,069.93	19,617.71	2,452.22
951-8820-0008	UNEMPLOYMENT INSURANCE	-	-	-
951-8820-0009	SICK LEAVE PAYOFF	-	-	-
951-8820-0010	MANAGEMENT LEAVE PAYOFF	365.20	68.99	296.21
951-8820-0012	VACATION/COMP TIME PAYOFF	7,431.16	7,431.16	-
951-8820-0013	SOCIAL SECURITY TAX	-	-	-
951-8820-0014	LIUNA PENSION	-	-	-
951-8820-0015	PARS PENSION	-	-	-
951-8820-0016	DEFERRED COMPENSATION	3,262.81	2,835.49	427.32
951-8820-0017	PARS-ARS 457	7.64	7.64	-
951-8820-0020	PART-TIME HOURLY WAGES	769.21	769.21	-
951-8820-0030	PERS PENSION OB BOND	991.04	880.93	110.11
951-8820-0031	PERS PENSION	55,074.88	53,070.31	2,004.57
951-8820-0032	PARS PENSION	356.67	356.67	-
951-8820-0033	LIUNA PENSION	1,700.92	1,557.72	143.20
951-8820-0041	MEDICAL INSURANCE	68,789.87	61,189.89	7,599.98
951-8820-0042	MEDICAL INSURANCE-LIUNA H&W	-	-	-
951-8820-0043	FLEX ONE-PLAN FEE	-	-	-
951-8820-0044	RETIREE MEDICAL INSURANCE	6,224.00	4,668.00	1,556.00
951-8820-0051	DENTAL INSURANCE-GARDIAN	3,842.13	3,538.16	303.97
951-8820-0061	VISION INSURANCE	368.32	336.57	31.75
951-8820-0071	LTD	401.58	359.22	42.36
951-8820-0081	LIFE INSURANCE	373.58	332.79	40.79
951-8820-0090	EMPLOYEE ASSISTANCE PROGRAM	-	-	-
951-8820-0092	MEDICARE TAX	3,205.37	2,885.66	319.71
951-8820-0094	PW-LABOR COST ADJUSTMENT	-	-	-

**Seaside County Sanitation District
Year-to-Date 2020-2021 Expenses
March 2021**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0095	OPEB ANNUAL COST	-	-	-
951-8820-0099	TUITION REIMBURSEMENT	-	-	-
951-8820-1028	COMPUTER PROGRAMMING	-	-	-
951-8820-1029	TRAINING AND EDUCATION	157.53	157.53	-
951-8820-1030	CONSULTANT	-	-	-
951-8820-1033	FITNESS PROGRAM	-	-	-
951-8820-2044	COPY MACHINE MAINTENANCE	-	-	-
951-8820-2049	UNIFORM SERVICE / LAUNDRY	2,055.26	1,821.91	233.35
951-8820-2052	RADIO REPAIR	-	-	-
951-8820-2053	OUTSIDE PRINTING SERVICE	-	-	-
951-8820-2054	EQUIPMENT REPAIR	2,308.33	2,308.33	-
951-8820-2063	PUBLISHING & LEGAL ADVERTISING	-	-	-
951-8820-2066	COMPUTER MAINTENANCE	-	-	-
951-8820-2068	REFUSE DISPOSAL	1,615.00	1,615.00	-
951-8820-2073	SUBCONTRACTED WORK	17,063.42	16,138.02	925.40
951-8820-2074	SUBCONTRACT - GREASE PROGRAM	-	-	-
951-8820-2087	EQUIPMENT RENTAL	-	-	-
951-8820-3092	STATIONARY SUPPLIES	-	-	-
951-8820-3095	DEPARTMENT CONSUMABLES	18,302.46	13,078.41	5,224.05
951-8820-3097	SAFETY EQUIPMENT	1,284.06	1,034.06	250.00
951-8820-3102	COMPUTER SUPPLIES	-	-	-
951-8820-4121	MEETINGS AND TRAVEL	1,400.00	1,400.00	-
951-8820-4122	DUES AND MEMBERSHIPS	4,567.67	4,567.67	-
951-8820-4124	MAIL SERVICES	-	-	-
951-8820-5131	GAS AND ELECTRIC	5,105.15	5,105.15	-
951-8820-5132	TELEPHONE	-	-	-
951-8820-5133	WATER	-	-	-
951-8820-6143	VEHICLE MAINTENANCE	-	-	-
951-8820-8183	VIDEO INSPECTION	-	-	-
951-8820-8184	FOG PROGRAM	-	-	-
951-8820-8185	GIS MAINTENANCE & MAPPING	-	-	-
951-8820-8186	PUBLIC WORKS EQUIPMENT	-	-	-
951-8820-8187	DEPARTMENT EQUIPMENT	480.00	480.00	-
951-8820-8198	FOG PROGRAM	1,612.50	1,612.50	-
951-8820-9395	VEHICLE MAINTENANCE	-	-	-
951-8820-9397	COMPUTER SYSTEM	660.01	586.68	73.33
951-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
951-8820-9399	INTERFUND TRANSFERS OUT	-	-	-
951-8820-9602	PRINCIPAL	899.29	899.29	-
951-8820-9605	INTEREST EXPENSE	44.12	44.12	-
951-8820-9607	LEASE - SEWER TRUCK	-	-	-
951-8820-9608	LEASE - BACKHOE	-	-	-
951-8820-9999	INTERFUND TRANSFERS OUT	-	-	-
		572,694.06	514,958.39	57,735.67

**Seaside County Sanitation District
Year-to-Date 2020-2021 Expenses
March 2021**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
952-8820-8186	EQUIPMENT - VACTOR TRUCK	-	-	-
952-8820-8187	DEPARTMENT EQUIP - GENERATOR	-	-	-
952-8820-8188	DEPARTMENT EQUIP - CAMERA	-	-	-
952-8820-8189	RATE STUDY	-	-	-
952-8820-8190	VIDEO INSPECTION	-	-	-
952-8820-8191	PICKUP TRUCK WITH CMS	-	-	-
952-8820-8192	PICKUP TRUCK	-	-	-
952-8820-8193	CONNECTION FEE STUDY	-	-	-
952-8820-8194	SEWER SYSTEM MNGT PLAN UPDATE	10,273.19	10,273.19	-
952-8820-8195	GRAPHIC INFORMATION SYSTEM	-	-	-
952-8820-8196	LAFCO APPLICATION PROJECT	-	-	-
952-8820-8197	GENERATOR	-	-	-
952-8820-9603	DEPRECIATION EXPENSE	-	-	-
952-8820-9605	INTEREST EXPENSE	2,784.91	2,784.91	-
952-8820-9606	OTHER DEBT SERVICE FEES	-	-	-
952-8820-9608	LEASE PYMTS-VACTOR (PRINCIPAL)	-	-	-
952-8820-9609	LEASE PAYMENTS 2009	-	-	-
952-8820-9901	LOSS (GAIN) ON ASSET DISPOSAL	-	-	-
		13,058.10	13,058.10	-
953-8820-0016	DEFERRED COMPENSATION	81.20	75.71	5.49
953-8820-0031	PERS PENSION	971.21	943.97	27.24
953-8820-0032	PARS PENSION	322.90	305.31	17.59
953-8820-0041	MEDICAL INSURANCE-NON LIUNA	849.28	792.53	56.75
953-8820-0051	DENTAL INSURANCE	52.61	50.91	1.70
953-8820-0061	VISION INSURANCE	5.26	4.93	0.33
953-8820-0071	LTD	13.68	13.26	0.42
953-8820-0081	LIFE INSURANCE	14.55	14.11	0.44
953-8820-0092	MEDICARE TAX	64.20	60.78	3.42
953-8820-1030	CONSULTANT	-	-	-
953-8820-2054	EQUIPMENT REPAIR	-	-	-
953-8820-9193	STA 321 UPGRADES	-	-	-
953-8820-9194	PRIME CONTRACTOR	-	-	-
953-8820-9195	AMEND MASTER PLAN	-	-	-
953-8820-9196	TRUNK LINE CLEANING	-	-	-
953-8820-9197	HARCOURT AVE.	-	-	-
953-8820-9198	ORTIZ AVE SEWER LINE CLEANING	-	-	-
953-8820-9199	942 ANGELUS WAY PIPE LINING	-	-	-
953-8820-9201	DEL MONTE LIFT STATION UPGRADE	-	-	-
953-8820-9202	ROSITA LIFT STATION UPGRADE	106.80	106.80	-
953-8820-9203	ANGELUS WAY SEWER MAIN UPGRADE	-	-	-
953-8820-9204	DEL REY PARK SEWR MAIN UPGRADE	421,438.78	380,743.04	40,695.74
953-8820-9205	DEL MONTE BL SEWR MAIN UPGRADE	-	-	-
953-8820-9206	MILITARY LIFT STATN REPLACEMNT	-	-	-
953-8820-9207	FREMONT BL SEWR MAIN UPGRADE	268,440.94	257,420.94	11,020.00

**Seaside County Sanitation District
Year-to-Date 2020-2021 Expenses
March 2021**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
953-8820-9208	LUZERN ST SEWR MAIN UPGRADE	598.33	598.33	-
953-8820-9209	LA SALLE AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9210	TIOGA LIFT STN FEASIBILITY	-	-	-
953-8820-9211	BIRCH AVE SEWR MAIN UPGRADE	-	-	-
953-8820-9212	LAFCO APPLICATION	-	-	-
953-8820-9213	NEW MANHOLE INSTALLATIONS	-	-	-
953-8820-9214	DEL MONTE SWR MAIN REPLACEMENT	1,678,263.09	1,675,611.84	2,651.25
953-8820-9215	ROOT INTRUSION SWR MAIN RPLC	-	-	-
953-8820-9216	SEWER MASTER PLAN	-	-	-
953-8820-9217	SUTTER ST SEWER MAIN REPLACE	-	-	-
953-8820-9218	SEWER LINE REPLACEMENTS	110,316.78	110,316.78	-
953-8820-9314	HIGHWAY 1 SEWER LINE CLEANING	-	-	-
953-8820-9398	CENTRAL SERVICE CHARGES	-	-	-
953-8820-9603	DEPRECIATION EXPENSE	-	-	-
953-8820-9604	AMORTIZATION EXPENSE	-	-	-
953-8820-9605	INTEREST EXPENSE	-	-	-
953-8930-2078	OTHER EXPENSE	-	-	-
		2,481,539.61	2,427,059.24	54,480.37
954-2010-0044	RETIREE MEDICAL INSURANCE	-	-	-
954-8810-2088	JUDGEMENTS/DAMAGES	-	-	-
954-8810-2090	INSURANCE	68,159.00	68,159.00	-
954-8810-9398	CENTRAL SERVICE CHARGES	-	-	-
954-8810-9605	INTEREST EXPENSE	-	-	-
		68,159.00	68,159.00	-
			951-1009	57,735.67
			952-1009	-
			953-1009	54,480.37
			954-1009	-
MARCH 2021 DRAWDOWN				112,216.04

COUNTY OF MONTEREY - AUTHORIZATION of ELECTRONIC FUNDS TRANSFER

DEBIT : COUNTY OF MONTEREY
 Account Number : Wells Fargo Bank
 Account Name : Monterey County Treasurer

CREDIT : CITY OF SEASIDE PUBLIC INTEREST CHECKING

Pay to Bank : **RABOBANK**
 1658 FREMONT BLVD., SEASIDE, CA 93955

Account No. 9782713643
 Routing No. 122238420
 Customer Name: CITY OF SEASIDE

Amount : \$ **984,848.17**

AUTHORIZED SIGNATURES: 1
2
3

AUDITOR : ENTER AMOUNT AUTHORIZED FOR TRANSFER AND SIGN FORM

TREASURER : PROCESS TRANSFER, ENTER DATE OF TRANSFER, SIGN FORM AND RETURN TO AUDITOR

AUDITOR		TREASURER	
<u>Kristine Alameda</u>			
Deputy Auditor	Date	Deputy Treasurer	Date of Transfer

For Auditor-Controller Office use only

Period <u> </u>	JV Number <u> </u>
Budget Yr. <u> </u>	Date <u> </u>
	Total <u> </u>

DESCRIPTION	AT	FD	BU	ORG	ACCT	REP	CI	DEBIT	CREDIT
Special District Exp.		603			2530				
Cash		603			1001				

Victor Damiani, Finance Director / Administrative Services (831) 899-6721; SCSD

Expenses for February & March 2021

Prepared By: Hilda Castro Date: _____
 Approved By: _____ Date: _____ Keyed By: _____ Date: _____



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 6.A.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Scott Ottmar, Senior Engineer

DATE: May 11, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING DISTRICT MANAGER TO
EXECUTE AN EASEMENT AGREEMENT WITH THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

PURPOSE

Execute an easement agreement with the Transportation Agency for Monterey County (TAMC).

RECOMMENDATION

Adopt a resolution authorizing the district manager to execute an easement agreement with TAMC.

BACKGROUND

The Fremont, Broadway, & Ortiz Sewer Main Upgrades Project (Project) proposes a collection of sanitary sewer system improvements previously identified in the District's Sewer Master Plan and Rate Study (2011), including Near Term Project No. 7 "Fremont Boulevard Sewer Line Upgrade", Long Term Project No. 2 "Ortiz Avenue Sewer Line Upgrade", and Long Term Project No. 9 "Broadway Avenue Sewer Line Upgrade". The Project also serves three (3) developments identified as the "West Broadway Urban Village", The South of Tioga Development" and "Ascent on Broadway". See Exhibit 1, map of near and long term capital improvement project locations that was taken from the 2011 Master Plan. The revised project is displayed in red.

Specifically, the Project proposes to up-size and extend an existing sewer main in

Broadway Avenue, and upsize existing sewer mains in Fremont Boulevard, Alhambra Street, Ponderosa Street, Del Monte Boulevard, a private property along Del Monte Boulevard, across Transportation Agency for Monterey County (TAMC) right-of-way, within Ortiz Avenue and Holly Street in Sand City.

The District already maintains an existing permanent easement within the Land Rover, Jaguar, Volvo auto dealership in the City of Seaside . A portion of the sewer improvements occur within TAMC owned property, the former Southern Pacific Railroad property, located behind the dealership. See figure 2. During the design of the project, it came to the attention of District and TAMC staff that a sewer easement did not exist across the TAMC portion of land. In coordination with TAMC staff, an Easement Agreement was developed to properly establish rights to construct, operate and maintain the sewer infrastructure. The agreement has been reviewed by both staff and legal counsel for the District and TAMC. TAMC anticipates approval of the Agreement at its May 26th, 2021 board meeting.

It is recommended to adopt a resolution authorizing the district manager to execute an Easement Agreement with the Transportation Agency for Monterey County.

FISCAL IMPACT

ATTACHMENTS

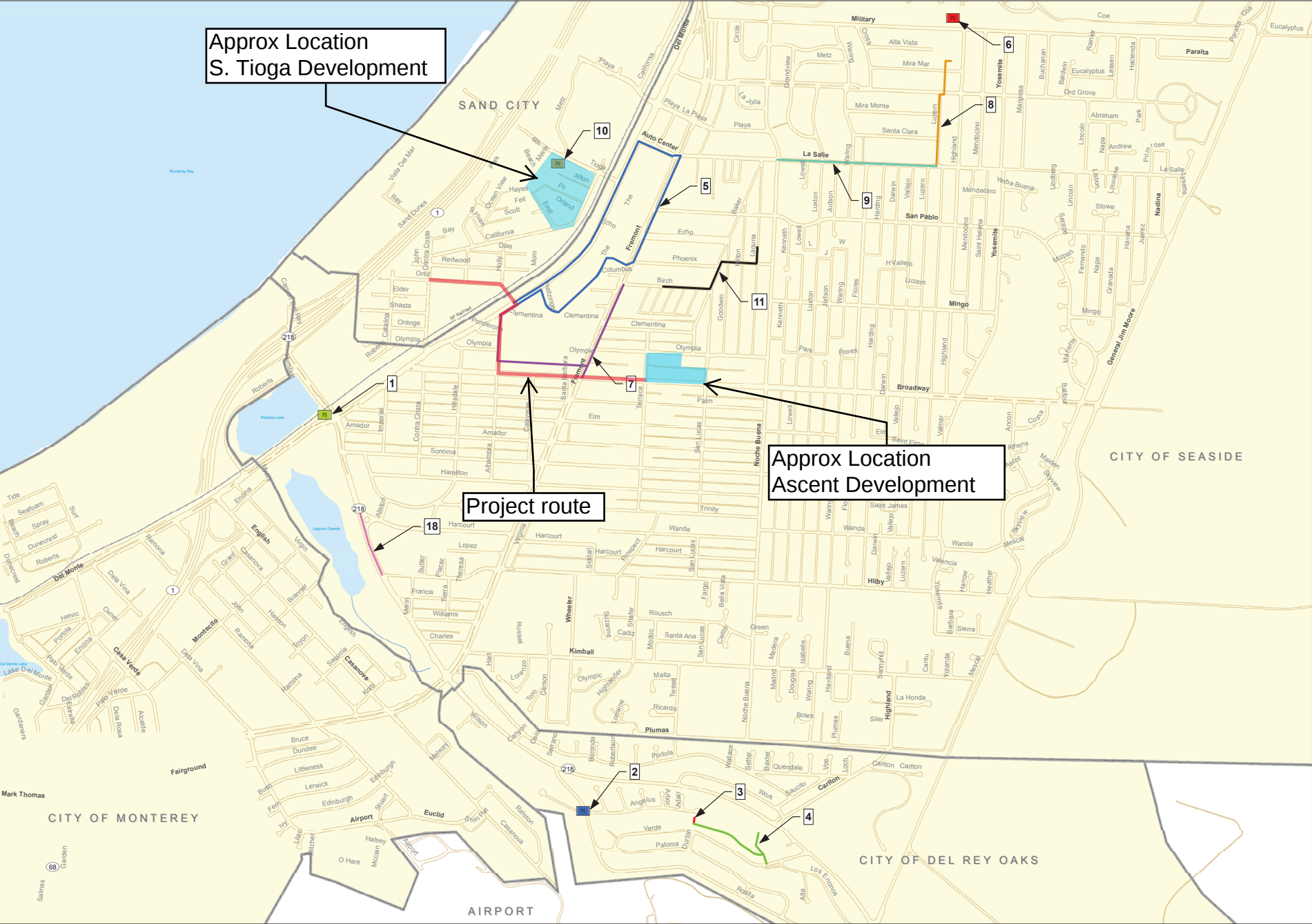
1. Exhibit1
2. Exhibit2
3. Resolution & Easement Agreement

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

EXHIBIT 1





SEWER MASTER PLAN MAY 2011

NEAR TERM CAPITAL IMPROVEMENT PROJECTS

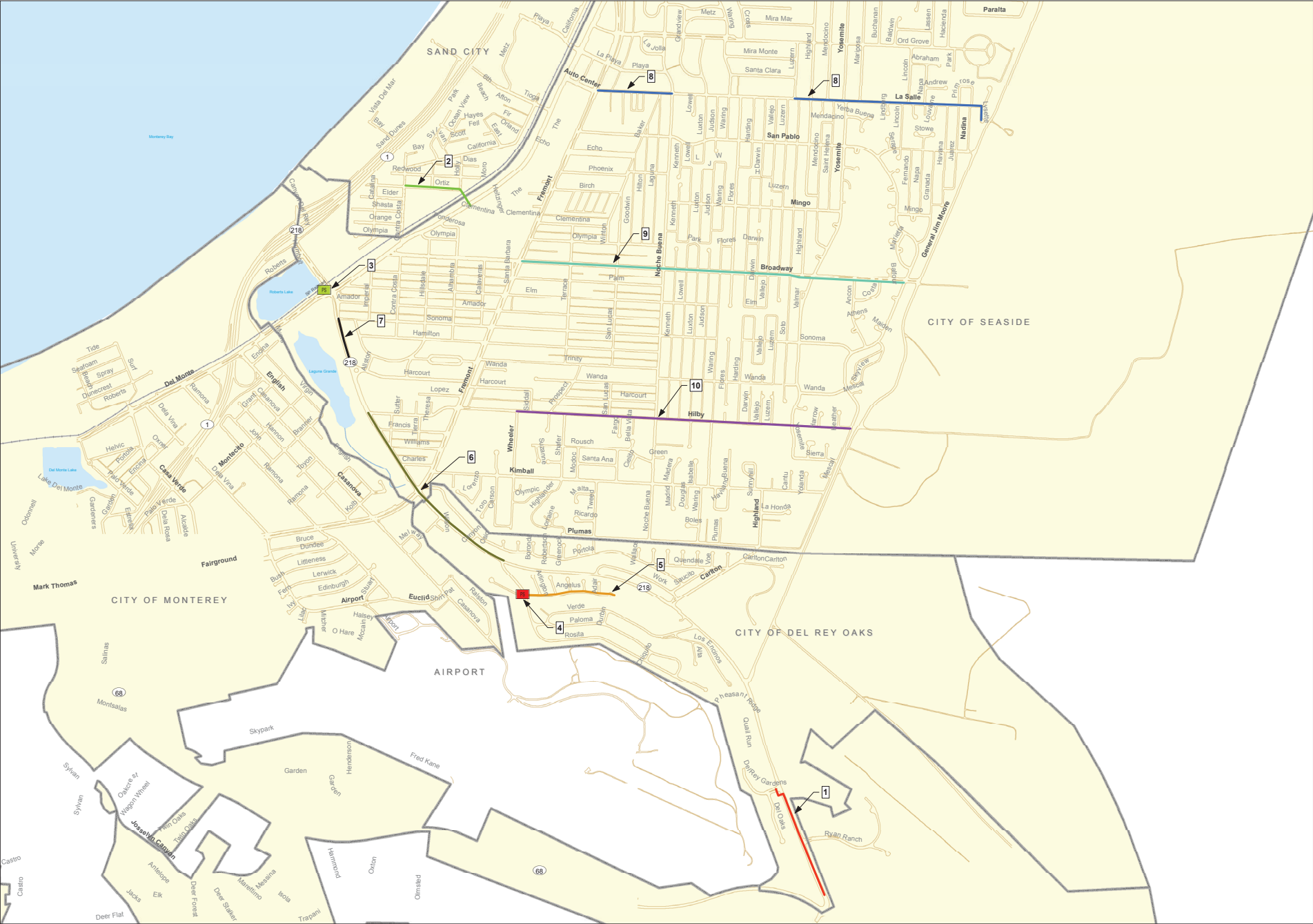
Legend

- 1: Del Monte LS Upgrade
- 2: Rosita LS Upgrade
- 3: 942 Angelus Way Sewer Line Upgrade
- 4: Del Rey Park Sewer Line Upgrade
- 5: Del Monte Blvd Sewer Line Upgrade
- 6: Military LS Replacement
- 7: Fremont Blvd Sewer Line Upgrade
- 8: Luzum Street Sewer Line Upgrade
- 9: La Salle Avenue Sewer Line Upgrade
- 10: Tioga LS Feasibility Analysis
- 11: Birch Avenue Sewer Line Upgrade
- PROJECT NO. 12-17 Maintenance Improvements Not Shown on Map
- 18: Canyon Del Rey CMP Sewer Line Replacement
- CITY LIMITS

1 inch = 500 feet
0 250 500

NOTES:
2004 BASEMAP PROVIDED BY AMBAG.
SEWER GIS DEVELOPED BY WALLACE GROUP USING RTK GPS FIELD SURVEY AND RECORD PLAN REVIEW. MAP DEVELOPED FOR SEWER FACILITY MANAGEMENT. NOT TO BE USED FOR DESIGN OR CONSTRUCTION. PUBLISHED MAY 2011.

EXHIBIT 1





SEASIDE COUNTY
SANITATION DISTRICT



WALLACE GROUP

**SEWER
MASTER PLAN
MAY 2011**

**LONG TERM
CAPITAL
IMPROVEMENT
PROJECTS**

Legend

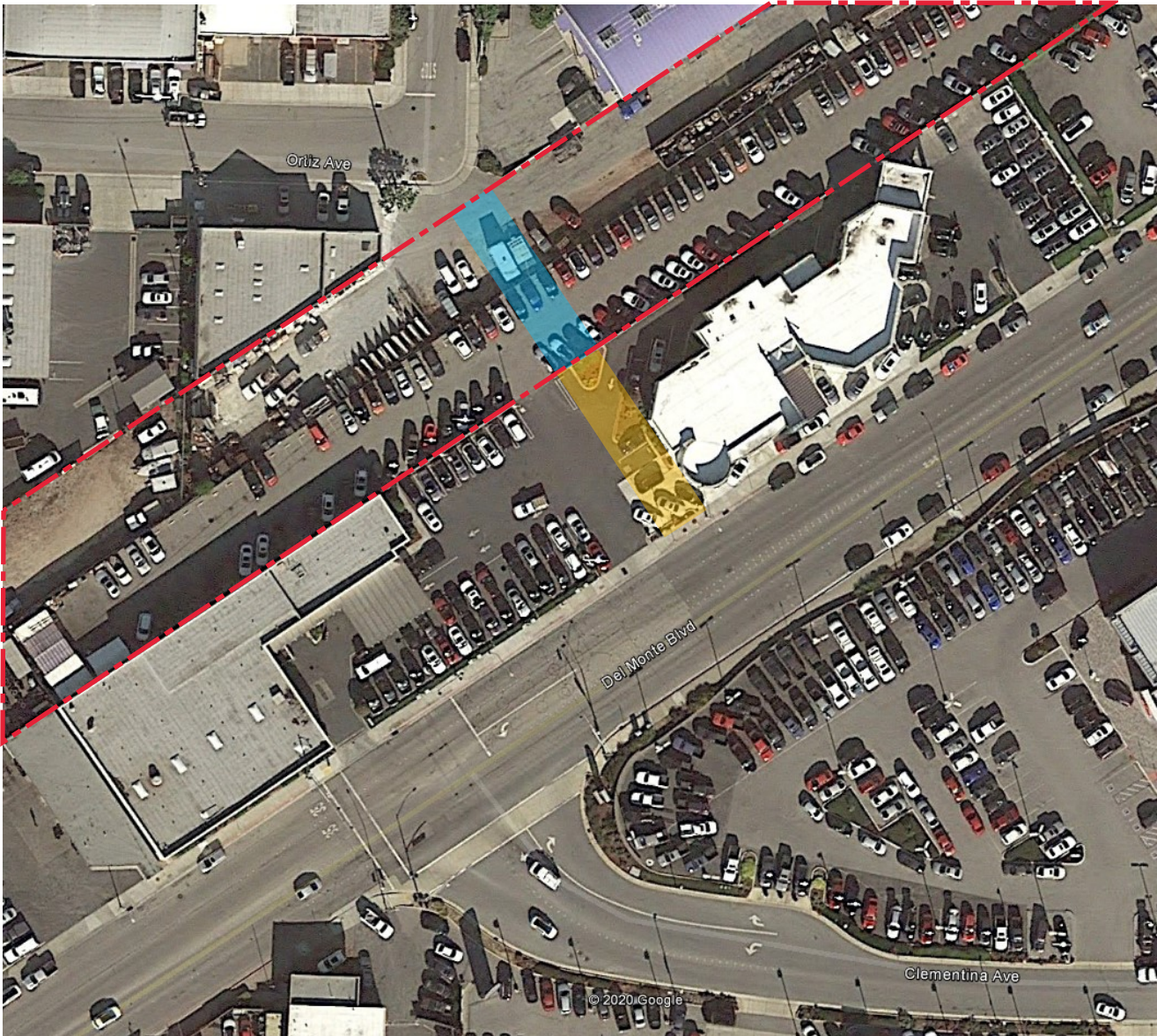
- 1: Highway 218 Sewer Line Upgrade
- 2: Ortiz Sewer Line Upgrade
- 3: Del Monte LS VFD Upgrade
- 4: Rosita LS VFD Upgrade
- 5: Angelus Way Sewer Line Upgrade
- 6: Canyon Del Rey Sewer Line Upgrade (1)
- 7: Canyon Del Rey Sewer Line Upgrade (2)
- 8: La Salle Avenue Sewer Line Upgrade
- 9: Broadway Avenue Sewer Line Upgrade
- 10: Hibby Avenue Sewer Line Upgrade
- CITY LIMITS

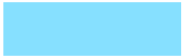


1 inch = 650 feet
0 325 650 Feet

NOTES:
2004 BASEMAP PROVIDED BY AMBAG.
SEWER GIS DEVELOPED BY WALLACE
GROUP USING RTK GPS FIELD SURVEY
AND RECORD PLAN REVIEW. MAP
DEVELOPED FOR SEWER FACILITY
MANAGEMENT. NOT TO BE USED FOR
DESIGN OR CONSTRUCTION. PUBLISHED
MAY 2011.

EXHIBIT 2



- TAMC Property 
- Proposed Easement 
- Existing Easement 

RESOLUTION NO. 20-XX

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT AUTHORIZING THE DISTRICT MANAGER TO EXECUTE AN EASEMENT AGREEMENT WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY

WHEREAS, the District has determined that it is in the public interest to proceed with the “Fremont, Broadway, & Ortiz Sewer Mains Upgrades Project” (953-8820-9207), hereinafter described as the “Project”; and

WHEREAS, the Project includes improvements to existing infrastructure located within and across property owned by the Transportation Agency for Monterey County (TAMC) generally located between Ortiz Avenue in Sand City and Del Monte Boulevard in the City of Seaside; and

WHEREAS, a search of records did not reveal a permanent easement in favor of the District for the existing infrastructure with TAMC property; and

WHEREAS, TAMC agrees to convey an easement to the District for the purpose of constructing, operating and maintaining sewer infrastructure; and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15302 (b), Replacement or Reconstruction, the Project is Categorically Exempt from the California Environmental Quality Act (CEQA).

NOW, THEREFORE BE IT RESOLVED, that the Seaside County Sanitation District accepts the staff report, and based upon the staff report and all other evidence submitted, makes the following findings of relevant fact:

- A. Accepts the easement from the Transportation Agency for Monterey County described in the Sewer Easement Agreement attached to this resolution; and
- B. Authorize the District Manager to execute the Sewer Easement Agreement, with non-substantive edits approved by the District Engineer, attached to this resolution.
- C. Authorize the District Clerk to record a certified copy of this resolution and Sewer Easement Agreement, with non-substantive edits approved by the District Engineer, in the Monterey County office of the County Recorder.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 11th day of May 2021, by the following vote:

AYES: Board Members:
NOES: Board Members:
ABSENT: Board Members:
ABSTAIN: Board Members:

Jerry Blackwelder, Chair
Seaside County Sanitation District

ATTEST:

Dominique Davis, District Clerk
Seaside County Sanitation District

Recording Requested by and When
Recorded Mail To:

District Clerk
Seaside County Sanitation District
440 Harcourt Avenue
Seaside CA 93955

SEWER EASEMENT AGREEMENT

This Sewer Easement Agreement ("Agreement") is made and effective this day of _____ 2021, by and between the Transportation Agency for Monterey County ("TAMC"), a public agency ("Grantor"), and the Seaside County Sanitation District ("SCSD"), a special district ("Grantee"). Grantor and Grantee are collectively referred to herein as the "Parties" and sometimes individually as a "Party."

RECITALS

WHEREAS, Grantor is the owner of that certain real property commonly known and designated as Monterey Branch Line Rail Property, situated in the County of Monterey, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Grantee currently maintains, repairs, patrols, replaces and operates sanitary sewer lines, together with appurtenant works in, over, under and upon the Grantor's Property; and

WHEREAS, Grantee intends to construct an additional sewer line with appurtenant works to satisfy capacity needs of the Grantee (collectively "Project"); and

WHEREAS, by this Agreement, Grantor desires and intends to grant and convey to Grantee, and Grantee desires and intends to acquire from Grantor, an easement in gross for sewer operations and maintenance purposes to the portion of the Property more particularly described in Exhibit B and C attached hereto and incorporated herein by this reference ("Easement Area"), as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this Agreement by this reference, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Grant of Sewer Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive easement in gross over, under, through, and across the Easement Area for the purpose of allowing Grantee to construct, reconstruct, install, operate, inspect, maintain, repair, replace, remove, and use a sewer line and sewer line connection to the sewer main, owned by Grantee, and related subsurface appurtenances (collectively, "Sewer System"), together with reasonable access from Ortiz Avenue in Sand City and Fremont Boulevard in Seaside to the Easement Area (collectively, "Easement").

Grantee agrees that construction of Sewer System shall conform to the American Railway Engineering and Maintenance of Way Association (AREMA) standards in effect at the time of Agreement execution. Grantee agrees that boring will be used, and no trenching shall occur across rails, sleepers, fasteners or ballast without prior review and written approval by the Grantor. Grantee shall construct Sewer System in such a manner that will cause the least injury to the ground as possible, and Grantee shall restore the surface of the ground and all current existing improvements on the land following construction. Grantee shall keep the property in good and safe condition, free from waste, so far as affected by Grantee's operations, to the satisfaction of Grantor.

Grantor agrees that the construction of permanent structures or landscaping within the Easement Area shall not interfere with the conveyance of sewage via gravity through the Sewer System or maintenance of Sewer System and construction of such permanent structures or landscaping shall be by written approval of the District Engineer for the Seaside County Sanitation District.

2. **Term.** The Easement granted herein shall be permanent and perpetual. However, Grantee agrees that in the event it shall abandon or cease to use said Sewer System within the Easement Area, or any portion thereof, that said Easement, or such portion thereof as may be abandoned or no longer used, shall thereupon revert to the Grantor. Grantee further agrees that in the event of such reversion it will execute and deliver to the Grantor, upon demand, a quit claim deed covering that parcel of land contained within the boundaries of the herein described Easement or such portion thereof as may be abandoned or no longer used. Grantee also agrees that in the event that Grantee abandons Sewer System, and the Easement reverts back to Grantor, Grantee will still be responsible for removal of any of Grantee's equipment and will be responsible for returning Grantor's land to a stable and usable condition, to the satisfaction of Grantor.
3. **Maintenance and Operation of the Sewer System.** Grantee agrees that Grantor shall have no responsibility for any future construction, reconstruction, installation, operation, inspection, maintenance, repair, replacement, removal, or use of the Sewer System located within the Easement Area unless Grantor or its agents, employees, contractors, invitees, licensees, successors or assigns cause any such damage to the sewer line in which case Grantor shall be liable for any repairs or reconstruction.

4. **Compliance with the Law.** At no expense to Grantor, Grantee shall comply with all laws, regulations, and decisions applicable to the construction, reconstruction, installation, operation, inspection, maintenance, repair, replacement, removal, and use of the Sewer System and, except for providing reasonable cooperation as the underlying owner of the Property as needed by Grantee to use the Easement, Grantor shall have no responsibility for obtaining any permits or complying with any permit conditions necessary for such construction, reconstruction, installation, operation, inspection, maintenance, repair, replacement, removal, or use of the Easement by Grantee. Grantee shall be responsible for working directly with the current tenants on the subject land regarding Grantee's use of the land and shall be directly responsible to the tenants for any disruption to their use of the land. Grantor shall provide Grantee with all contact information and agreements, both written and verbal, between TAMC and tenants and shall provide all future tenants notice of Easement.
5. **Insurance.** Grantee agrees to keep in force commercial general liability insurance covering its operations, including use of the Easement pursuant to this Agreement, in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Grantee will provide an endorsement naming TAMC as an Additional Insured to Grantee's commercial general liability policy.
6. **Indemnification.** Grantee shall save, defend, indemnify, and hold harmless Grantor and its agents, employees, contractors, invitees, licensees, successors, and assigns, from and against all claims, actions, causes of action, liabilities, damages, judgments, losses, costs, fees, fines, penalties, or other expenses, whether foreseeable or unforeseeable, including but not limited to attorneys' costs and fees, costs of defense, physical or economic loss or damage to Grantor or the Property, from any act or omission of Grantee or its agents, employees, contractors, invitees, licensees, successors or assigns, arising out of or resulting from Grantee's maintenance and operation of the Easement Area, except to the extent of any error or omission of Grantor or its agents, employees, contractors, invitees, licensees, successors or assigns.
7. **Attorneys' Fees.** In the event of any action at law or in equity between the parties arising out of or in connection with this Agreement, the prevailing Party shall recover attorneys' fees and other costs of suit incurred in that action in addition to any other relief, and such attorneys' fees and costs shall be included in and as a part of any judgment therein.
8. **Notices.** All notices and other communications authorized or required herein shall be in writing and shall be given either: (i) by personal delivery; (ii) by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, or by United States Express Mail; or (iii) by delivery by commercially recognized courier service. Any such notice or other communication shall be deemed to have been given on the date of delivery or refusal to accept delivery if addressed as follows:

Grantor: Transportation Agency for Monterey County
Executive Director
55 Plaza Circle B
Salinas, CA 93901

Grantee: Seaside County Sanitation District
District Engineer
440 Harcourt Avenue
Seaside CA, 93955

Any Party to this Agreement may change its address by giving the other Party written notice of its new address as provided above.

9. **Binding Effect.** This Agreement and all the covenants and obligations of the Parties herein are intended to and shall run with the land and inure to the benefit of and be binding upon and enforceable by the Parties hereto and their respective successors and assigns.
10. **Entire Agreement.** This instrument contains the entire agreement between the parties with respect to the subject matter contained in it, and supersedes all prior and/or contemporaneous agreements, representations, or understandings of the Parties, whether written or oral. This Agreement may not be modified in whole or in part except by a writing signed by the Party to be charged.
11. **Amendment.** This Agreement may not be amended, modified or supplemented except by a written agreement executed by both Parties.
12. **Authority.** Each person executing this Agreement hereby warrants that he or she is authorized to do so for and on behalf of each of the above-named Parties.
13. **Severability.** If any of the provisions of this Agreement are held to be invalid or unlawful by the final judgment of a court of competent jurisdiction, that invalidity or illegality will not affect the validity of any other provision of Agreement.
14. **Subject to Valid Laws.** This Agreement is subject at all times to any and all valid laws, ordinances, and governmental regulations whether federal, state, county, or city, and any modification made to this Agreement by any such law or ordinance or regulation or to the conduct of the Parties under this Agreement shall not impose liability on either Party for breach of their duties under this Agreement.
15. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between the Parties nor shall this Easement cause the parties to be considered or deemed to be joint venturers or members of any joint enterprise.

16. **Recordation.** This Agreement shall be recorded in the Official Records of Monterey County, California. The Parties consent to said recordation. The cost of recordation shall be paid by the Grantor.
17. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same easement. Facsimile or PDF signatures will have the same force and effect as original signatures.
18. **Cooperation and Good Faith.** The parties agree to do all acts and execute all documents reasonable or necessary to accomplish the purposes of this Agreement and the transfers of rights and easements contemplated by this Agreement. Each Party covenants to execute good faith and fair dealing in the performance of its obligations under this Agreement.

[REMAINDER OF PAGE BLANK]

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the Grant of Sewer Easement dated _____ from the TRANSPORTATION AGENCY FOR MONTEREY COUNTY, to SEASIDE COUNTY SANITATION DISTRICT, a special district, is hereby accepted on _____ by the undersigned officer or agency on behalf of the SEASIDE COUNTY SANITATION DISTRICT and the Grantee consents to recordation thereof by its duly authorized officer.

Dated _____

SEASIDE COUNTY SANITATION DISTRICT

BY _____

Craig Malin, District Manager

ACKNOWLEDGMENT - GRANTEE

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 } S.S.

On _____ before me, _____, personally appeared _____ 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.

Signature

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Transportation Agency for Monterey County
55-B Plaza Circle
Salinas, CA 93901
Attn: Executive Director

MAIL TAX STATEMENTS TO:

Transportation Agency for Monterey County
55-B Plaza Circle
Salinas, CA 93901
Attn: Executive Director

Stephen Vagnini
Monterey County Recorder
Recorded at the request of
First American Title

CRROBERTA
9/12/2003
8:00:00

DOCUMENT: 2003111066

Titles: 1/ Pages: 11

Fees...
Taxes...
Other...
AMT PAID

SEP 29 2003

THIS INSTRUMENT IS EXEMPT FROM RECORDING FEES (GOVERNMENT CODE §6103) AND FROM DOCUMENTARY
TRANSFER TAX (REVENUE AND TAXATION CODE §11922).

(Space above line for Recorder's use only)

QUITCLAIM DEED

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor by merger with Southern Pacific Company and Southern Pacific Railroad Company, corporate successor of Monterey Railroad Company, successor to Monterey and Salinas Valley Railroad Company) ("Grantor"), remises, releases and quitclaims to TRANSPORTATION AGENCY FOR MONTEREY COUNTY, a public agency created under California law ("Grantee"), all of Grantor's rights, title, and interest in and to that certain real property (the "Property") situated in the County of Monterey, State of California, described on Exhibit 1 attached hereto and incorporated by reference.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns (including, without limitation, lessees, sublessees, easement owners and licensees of Grantor) forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered 500 feet or more below the surface, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns.

ALSO EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, a perpetual, exclusive easement in, on, under, over and through the portion of the Property described below in this subparagraph, for purposes of conducting Grantor's freight rail operations and otherwise to fulfill Grantor's obligations as a common

Exhibit A

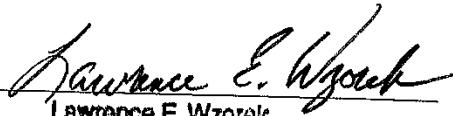
carrier railroad under applicable laws and regulations (the "Railroad Easement"). Grantor and its licensees, successors and assigns, shall have the right to use the Railroad Easement to operate, use, construct, reconstruct, maintain, repair, relocate and/or remove existing and/or future railroad, rail and railroad-related equipment, facilities and transportation systems necessary for and related to Grantor's freight rail operations. The Railroad Easement shall include only the portion of the Property located within twelve and one-half feet (12.5') on either side of the center line of the railroad tracks on the Property as such tracks are located on the date hereof, together with access thereto across, and the right to construct, maintain and operate freight rail sidings and related facilities upon, all other portions of the Property as reasonably necessary for Grantor's use and enjoyment of the Railroad Easement, provided that in the exercise of Grantor's rights outside the area twelve and one-half feet (12.5') on either side of the centerline of such then-existing tracks, Grantor shall not unreasonably interfere with Grantee's use of the Property for passenger rail operations. Grantor shall be entitled to all revenues derived from all current and future agreements to which Grantor is a party affecting freight rail operations on the Property. The Railroad Easement shall terminate automatically upon the effective date of an order, decision or notice of the Surface Transportation Board (or any successor agency) granting authority for Grantor to abandon all of its freight rail services on the Property and the expiration of any condition to such order, decision or notice that requires the continuation of freight rail service. Upon the termination of the Railroad Easement, Grantor shall, at the written request and expense of Grantee, execute and deliver to Grantee a recordable document terminating and quitclaiming to Grantee all of Grantor's right, title and interest in and to the Railroad Easement. Grantor's use of the Railroad Easement shall be subject to the terms of that certain Trackage Rights Agreement between Grantor and Grantee dated September 10, 2003. The foregoing provisions shall constitute covenants running with the land and shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

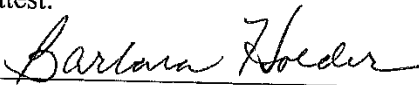
Exhibit A

IN WITNESS WHEREOF, the undersigned have executed this Quitclaim Deed as of September 10, 2003.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

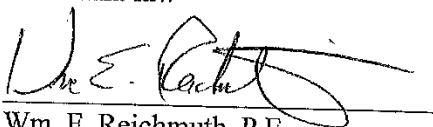
By: 
Name: Lawrence E. Wzorek
Title: Assistant Vice President - Law

Attest:


Assistant Secretary

(SEAL)

**TRANSPORTATION AGENCY FOR
MONTEREY COUNTY, a public agency created
under California law**

By: 
Name: Wm. E. Reichmuth, P.E.
Title: Executive Director

APPROVED AS TO FORM:

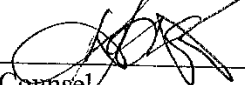

Counsel

Exhibit A

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On September 8, 2003, before me, a Notary Public in and for said County and State, personally appeared Lawrence E. Wzorek and Barbara Holder, who are the Assistant Vice President - Law and the Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Donna M. Coltrane
Notary Public

(SEAL)

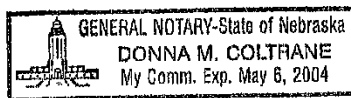


Exhibit A

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

)
) ss.
)

On September 10, 2003, before me, the undersigned Notary Public, personally appeared Wm. E. Reichmuth, P.E., ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

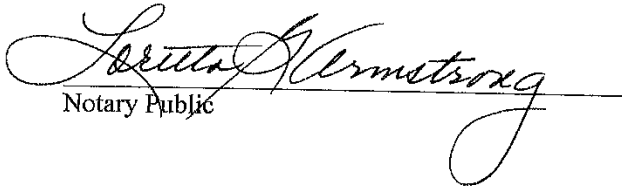

Notary Public



EXHIBIT 1 TO QUITCLAIM DEED

LEGAL DESCRIPTION OF PROPERTY

Monterey California

Real property partly in the unincorporated area, and partly in the Cities of Marina, Sand City, and Seaside, County of Monterey, State of California, known as the Monterey Branch Line of the former Southern Pacific Railroad, between Del Monte Junction near Castroville, and Seaside Station, consisting of the following:

V69-1, No.1; V69-2, No. 1; V69-3, No. 1; V69-4, No.1

The 60-foot wide strip of land described in the Indenture dated as of August 1874, recorded October 29, 1879 in Volume "Z" of Deeds, pages 139-147, Monterey County Records, between David Jacks, James Bardin, Jose Abrego, et al, and the Monterey and Salinas Valley Rail Road Company.

(Additionally, the former interest, if any, of the City of Monterey in the portions of said land within the Pueblo Lands of the City of Monterey, conveyed to the Monterey Railroad Company by Indenture dated as of August 13, 1880, recorded August 18, 1880 in Book 1 of Deeds, pages 191-193, Monterey County Records.)

Excepting therefrom all those portions thereof within the boundaries of the land described in the Indenture dated as of October 17, 1888, recorded December 19, 1888 in Volume 21 of Deeds, pages 122-124, Monterey County Records, between the Southern Pacific Railroad Company, successor by consolidation to the Monterey Railroad Company, and James Martin, et al.

Also excepting therefrom all those portions thereof within the bounds of the parcel of land described in the Indenture dated as of August 5, 1904, recorded September 7, 1904 in Volume 80 of Deeds, pages 245-247, Monterey County Records, between the Southern Pacific Railroad Company and the County of Monterey.

Also excepting therefrom, those portions thereof within the bounds of the land described as "PARCEL TWO" and designated as "(409-1)" in the Grant Deed dated as of September 24, 1968, recorded January 20, 1969 in Reel 589, pages 772-775, Monterey County Records between Southern Pacific Company and the State of California.

Also excepting therefrom, those portions thereof within the bounds of the land described as "PARCEL 1044,-1" in the Grant Deed dated as of January 17, 1975, recorded June 2, 1976 in Reel 1058, pages 642-651, Monterey County Records, between Southern Pacific Transportation Company and the State of California.

Also excepting therefrom, all those portions thereof lying generally Southerly of the generally Northerly boundary line (crossing the center line of the railroad at Engineer's Station 667+47.2) of the 100-foot wide strip of land described in the Grant Deed dated as of June 15, 1982, recorded June 29, 1982 in Reel 1562, pages 461-466, Monterey County Records, between Southern Pacific Transportation Company and the City of Seaside.

Exhibit A

V69-1, No. 2

The 100-foot wide strips of land, and the interest in adjoining land, described in the Indenture dated as of September 25, 1879, recorded October 2, 1879 in Volume "Z" of Deeds, pages 83-86, Monterey County Records, between Juan B. Castro and Charles Crocker (conveyed by him to the Monterey Railroad Company, by instrument dated August 3, 1880, recorded August 5, 1880 in Book 1 of Deeds, pages 169-173, Monterey County Records.)

V69-1, No. 3

The 100-foot wide strip of land described in the Indenture dated as of October 13, 1879, recorded October 17, 1879 in Volume "Z" of Deeds, pages 119-121, Monterey County Records, between Mrs. Maria E. Cooper and Charles Crocker (conveyed by him to the Monterey Railroad Company, by instrument dated August 3, 1880, recorded August 5, 1880 in Book 1 of Deeds, pages 169-173, Monterey County Records.)

V69-1, No. 4

The 100-foot wide strip of land described in the Indenture dated as of October 14, 1879, recorded October 17, 1879 in Volume "Z" of Deeds, pages 121-123, Monterey County Records, between Mrs. Anna Wohler and Charles Crocker (conveyed by him to the Monterey Railroad Company, by instrument dated August 3, 1880, recorded August 5, 1880 in Book 1 of Deeds, pages 169-173, Monterey County Records.)

Excepting therefrom all that portion thereof within the bounds of the parcel of land described in the Indenture dated as of August 5, 1904, recorded September 7, 1904 in Volume 80 of Deeds, pages 245-247, Monterey County Records, between the Southern Pacific Railroad Company and the County of Monterey.

V69-1, No. 5

The 100-foot wide strip of land described in the Indenture dated as of September 29, 1879, recorded October 6, 1879 in Volume "Z" of Deeds, pages 95-96, Monterey County Records, between Rafael Estrada and Charles Crocker (conveyed by him to the Monterey Railroad Company, by instrument dated August 3, 1880, recorded August 5, 1880 in Book 1 of Deeds, pages 169-173, Monterey County Records.)

Excepting therefrom all that portion thereof within the bounds of the parcel of land described in the Indenture dated as of August 5, 1904, recorded September 7, 1904 in Volume 80 of Deeds, pages 245-247, Monterey County Records, between the Southern Pacific Railroad Company and the County of Monterey.

V69-1, No. 6

The 100-foot wide strip of land described in the Indenture dated as of September 20, 1879, recorded October 2, 1879 in Volume "Z" of Deeds, pages 81-83, Monterey County Records, between James Martin, et al, and Charles Crocker (conveyed by him to the Monterey Railroad Company, by instrument dated August 3, 1880, recorded August 5, 1880 in Book 1 of Deeds, pages 169-173, Monterey County Records.)

Exhibit A

Excepting therefrom all that portion thereof within the bounds of the parcel of land described in the Indenture dated as of August 5, 1904, recorded September 7, 1904 in Volume 80 of Deeds, pages 245-247, Monterey County Records, between the Southern Pacific Railroad Company and the County of Monterey.

V69-1, No. 6 (additionally)

The 100-foot wide strip of land described in the Indenture dated as of September 6, 1888, recorded December 15, 1888 in Volume 21 of Deeds, pages 106-109, Monterey County Records, between James Martin, et al, and the Southern Pacific Railroad Company, successor by consolidation to the Monterey Railroad Company.

Excepting therefrom all that portion thereof within the bounds of the parcel of land described in the Indenture dated as of August 5, 1904, recorded September 7, 1904 in Volume 80 of Deeds, pages 245-247, Monterey County Records, between the Southern Pacific Railroad Company and the County of Monterey.

V69-1, No. 7 and V69-2, No. 2

The 100-foot wide strip of land described in the Indenture dated as of October 22, 1879, recorded October 29, 1879 in Volume "Z" of Deeds, pages 147-149, Monterey County Records, between James Bardin and Charles Crocker (conveyed by him to the Monterey Railroad Company, by instrument dated August 3, 1880, recorded August 5, 1880 in Book 1 of Deeds, pages 169-173, Monterey County Records.)

(Additionally, the former interest, if any, of the City of Monterey in said land, conveyed to the Monterey Railroad Company by Indenture dated as of August 13, 1880, recorded August 18, 1880 in Book 1 of Deeds, pages 191-193, Monterey County Records.)

V69-1, No. 8

The land described in (i) Indenture dated as of September 17, 1903, recorded November 14, 1903 in Book 76 of Deeds, pages 82-84, Monterey County Records, between W.H. Martin, as Guardian, and Southern Pacific Railroad Company, (ii) Indenture dated as of July 11, 1903, recorded May 24, 1905 in Book 85 of Deeds, pages 243-245, Monterey County Records, between William H. Martin, et al, and Southern Pacific Railroad Company, and (iii) Indenture dated as of July 17, 1903, recorded May 24, 1905 in Book 85 of Deeds, pages 246-248, Monterey County Records, between James Martin and Southern Pacific Railroad Company.

V69-1, No. 9

The land described in the Indenture dated as of July 13, 1903, recorded May 24, 1905 in Book 83 of Deeds, page 419, Monterey County Records, between Anna M.C. De Wohler and Southern Pacific Railroad Company.

V69-1, No. 10

The land described in the Indenture dated as of August 20, 1930, recorded August 3, 1933 in Book 370, pages 10-14, Official Records of Monterey County, between the County of Monterey and Southern Pacific Railroad Company.

Exhibit A

(Title to said land in fee simple was quieted in Southern Pacific Railroad Company as of May 3, 1941, pursuant to Judgment made and entered in Superior Court on December 19, 1944 in the Matter of Southern Pacific Railroad Company, Plaintiff, vs. John B. Castro, et al, Defendants, Case No. 21069, recorded December 19, 1944 in Book 855, pages 309-314, Official Records of Monterey County.)

The Castroville Wye

The land described in the Indenture dated as of October 25, 1900, recorded October 31, 1900 in Book 63 of Deeds, page 172, Monterey County Records, between Charles Lawrence and Catherine H. Lawrence, and Southern Pacific Railroad Company.

(By Indenture dated April 26, 1904, recorded April 28, 1904 in Book 78 of Deeds, pages 201-202, Monterey County Records, S.J. Smart, Mrs. Clara B. White and Walter S. White quitclaimed their interests in said land unto Southern Pacific Railroad Company.)

Excepting therefrom that portion thereof described in the Grant Deed, dated November 25, 1974, recorded February 21, 1975 in Reel 961, pages 89-92, Official Records of Monterey County, by Southern Pacific Transportation Company to the State of California.

V69-2, No. 3

The 100-foot wide strip of land described in the Indenture dated as of April 8, 1880, recorded May 6, 1880 in Volume "Z" of Deeds, pages 470-471, Monterey County Records, between David Jacks and the Monterey Railroad Company.

(Additionally, the former interest, if any, of the City of Monterey in the portion of said land within the Pueblo Lands of the City of Monterey, conveyed to the Monterey Railroad Company by Indenture dated as of August 13, 1880, recorded August 18, 1880 in Book 1 of Deeds, pages 191-193, Monterey County Records.)

V69-2, No. 4; V69-3, No. 2

The 100-foot wide strips of land described as containing "(22.23) acres of land, more or less," and "[37.27] acres of land, more or less" in the Indenture dated as of May 1, 1880, recorded May 6, 1880 in Volume "Z" of Deeds, pages 472-476, Monterey County Records, between David Jacks and the Monterey Railroad Company.

(Additionally, the former interest, if any, of the City of Monterey in said land, conveyed to the Monterey Railroad Company by Indenture dated as of August 13, 1880, recorded August 18, 1880 in Book 1 of Deeds, pages 191-193, Monterey County Records.)

Excepting therefrom, that portion thereof within the bounds of the land described as "PARCEL TWO" and designated as "(409-1)" in the Grant Deed dated as of September 24, 1968, recorded January 20, 1969 in Reel 589, pages 772-775, Monterey County Records between Southern Pacific Company and the State of California.

Also excepting therefrom, those portions thereof within the bounds of the land described as "PARCEL 1044,-1" in the Grant Deed dated as of January 17, 1975, recorded June 2, 1976 in Reel 1058, pages 642-651, Monterey County Records, between Southern Pacific Transportation Company and the State of California.

Exhibit A

V69-2, No. 7; V69-3, No. 7, No. 8, No. 9

The land described as follows, in the Director's Deed dated as of August 25, 1975, re-corded June 2, 1976 in Reel 1058, pages 639-641, Monterey County Records, between the State of California and Southern Pacific Transportation Company.

All those three parcels of land "PARCEL I . . . containing a total of 18.13 acres, more or less; PARCEL II . . . containing 5.54 acres, more or less; PARCEL III . . . containing 0.25 acres, more or less . . . Excepting . . . any portion thereof lying within the existing Southern Pacific Company, Monterey Branch, railroad right-of-way. The combined total acreage for the three parcels is 23.92 acres, more or less." within the boundaries of Fort Ord Military Reservation . . . , as conveyed to the State of California by Quitclaim Deed dated as of January 9, 1970 recorded January 21, 1970 in Reel 636, page 593 . . . Official Records of Monterey County.

V69-3, No. 3

The 100-foot wide strip of land, and also (i) the parcel of land "containing an area of . . . (1.32) acres, more or less," and (ii) the parcel of land "containing . . . (0.3) acres . . . more or less," described in the Indenture dated as of March 12, 1888, recorded June 10, 1889 in Book 23 of Deeds, pages 351-355, Monterey County Records, between Anton Gigling and the Monterey Railroad Company.

(Additionally, the former interest, if any, of the City of Monterey in said land, conveyed to the Monterey Railroad Company by Indenture dated as of August 13, 1880, recorded August 18, 1880 in Book 1 of Deeds, pages 191-193, Monterey County Records.)

Excepting therefrom, those portions thereof within the bounds of the land described as "PARCEL 1044,-1" in the Grant Deed dated as of January 17, 1975, recorded June 2, 1976 in Reel 1058, pages 642-651, Monterey County Records, between Southern Pacific Transportation Company and the State of California.

V69-3, No. 4; V69-4, No. 2

The 100-foot wide strip of land described in the Indenture dated as of January 20, 1881 recorded February 1, 1881 in Volume "Z" of Deeds, pages 115-117, Monterey County Records, between John Bostrom and the Monterey Railroad Company.

V69-4, No. 3

The land, all contained within a 100-foot wide strip of land, as described in the Indenture dated as of January 20, 1881 recorded February 1, 1881 in Volume "Z" of Deeds, pages 113-115, Monterey County Records, between E.S. Josselyn and the Monterey Railroad Company. Excepting therefrom, that portion thereof lying generally Southerly of the generally Northerly boundary line (crossing the center line of the railroad at Engineer's Station 667+47.2) of the 100-foot wide strip of land described in the Grant Deed dated as of June 15, 1982, recorded June 29, 1982 in Reel 1562, pages 461-466, Monterey County Records, between Southern Pacific Transportation Company and the City of Seaside.

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code §27281)

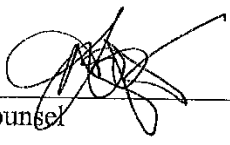
This is to certify that the interest in real property transferred by Quitclaim Deed as of September 10, 2003, from Union Pacific Railroad Company, a Delaware corporation, to the Transportation Agency for Monterey County, a public agency created under California law ("Grantee"), is hereby accepted by virtue of the authority granted to the Executive Director pursuant to authority conferred by Grantee's Board of Directors on July 23, 2003, as reflected in Minutes of the Board as of that date, and Grantee consents to recordation thereof by its duly authorized representative.

TRANSPORTATION AGENCY FOR
MONTEREY COUNTY

Date: September 10, 2003

By: 
Name: Wm. E. Reichmuth, P.E.
Title: Executive Director

APPROVED AS TO FORM:


Counsel

END OF DOCUMENT

Exhibit " B "

LEGAL DESCRIPTION

File no: 0876-0016

April 29, 2021

A 20.00 foot wide strip of land over that portion of the land in the City of Sand City, County of Monterey, in the State of California described in the Quit Claim Deed recorded as Document Number 2003111066 of Official Records, in the Office of the County Recorder of said County, lying northeasterly of and coincident with a line between the most westerly corner of that certain 20 foot wide strip of land described in the Grant Deed recorded in Reel 1314 at page 398 of said Official Records and the most southerly corner of the land described in the Grant Deed recorded in Reel 1306 at page 69 of said Official Records.

The northeasterly sideline of said 20.00 foot wide strip of land shall be lengthened or shortened so as to terminate on the northwesterly and southeasterly lines of the land described in said Quit Claim Deed.

Containing 2,000 square feet, more or less.

The above-described land is graphically shown on Exhibit " C ", being 1 sheet, attached hereto and made a part hereof.

End of Description

Clayton L. Bradshaw, P.L.S. 8298
Date Signed: April 29, 2021



GRAPHIC SCALE



0 25 50 100

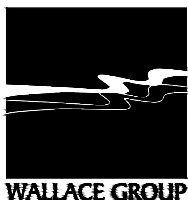
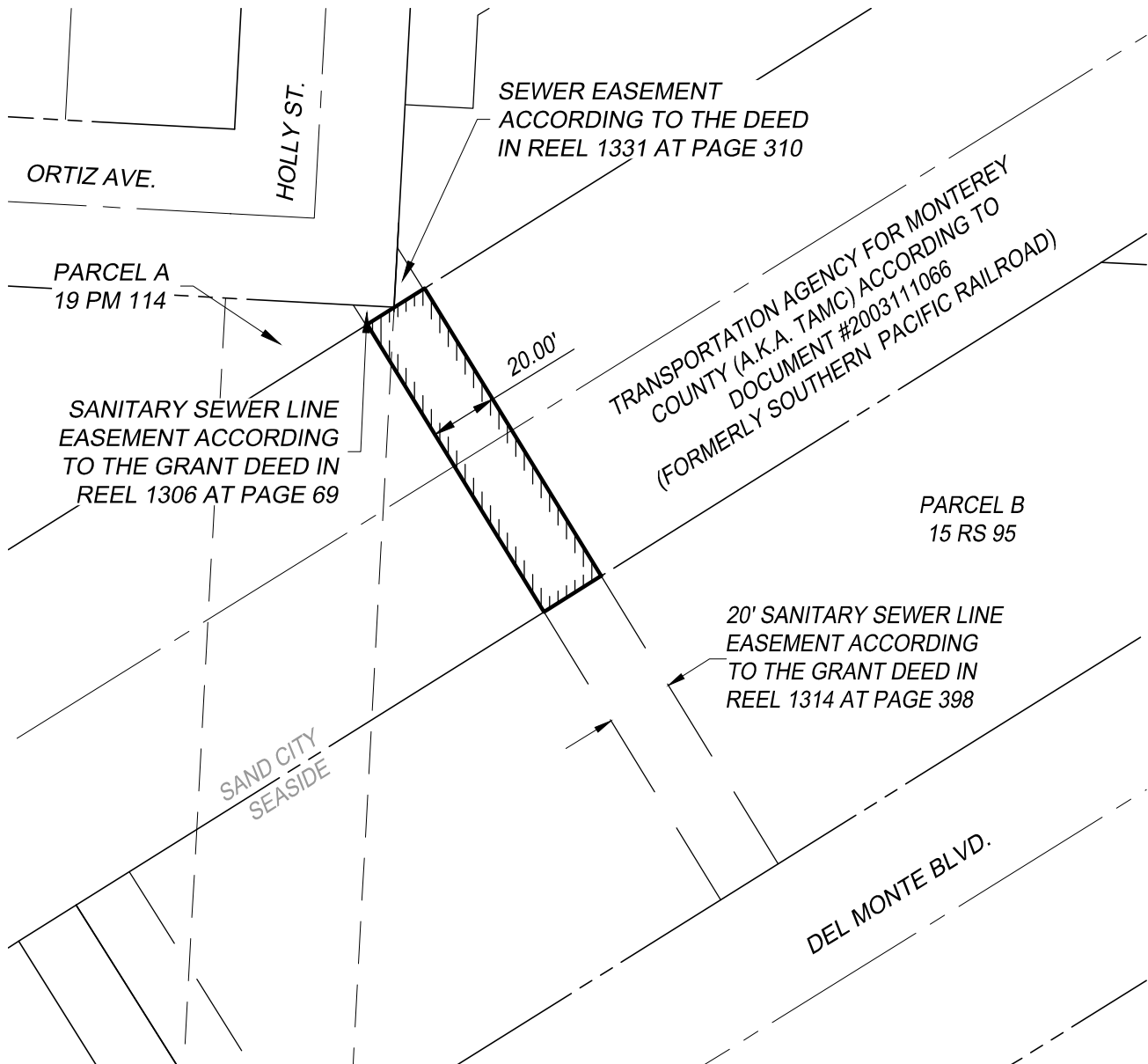
(IN FEET)

1 IN = 50 FT

LEGEND



LEGAL DESCRIPTION AREA



612 CLARION COURT
SAN LUIS OBISPO, CA 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

EXHIBIT " C "

LEGAL DESCRIPTION EXHIBIT
IN THE CITY OF SAND CITY, CA
SHEET 1 OF 1 OF EXHIBIT " B "

JOB No. : 0876-0016

DRAWN BY: ASK

DATE : 4/29/2021

SCALE : 1" = 50'