

## Bill Kocher

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**From:**  
**Sent:** Saturday, June 06, 2015 6:53 PM  
**To:** Bill Kocher  
**Subject:** Fwd: Easements on Armstrong Ranch

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From: .  
To: bkocher@MCWD.org  
CC: r  
BCC: \n  
Sent: 6/6/2015 5:56:18 P.M. Pacific Daylight Time  
Subj: Re: Easements on Armstrong Ranch

Dear Mr. Kocher:

Martin Orradre, the representative of our tenant strawberry grower, has asked me to contact you regarding their installing pipelines and pumps on the 30 foot easement reserved for Armstrong Ranch on the 224 acre parcel purchased by the District in 2010.

As background on the easements I can offer the following information:

The two easements reserved for our use on the 224 acre parcel were first memorialized in the 1996 Annexation Agreement and Groundwater Mitigation Framework for Marina Area Lands. They were part of an overall agreement between Armstrong Ranch and MCWD and the other parties to that agreement under which MCWD acquired the rights to the 224 acre parcel under which the district purchased the property.

They were again incorporated in the 2010 Grant Deed. The intent from 1996, incorporated in the Grant Deed, was to preserve Armstrong Ranch's rights to access between its two remaining parcels that were severed by the district's acquisition. The easements may be used, among other things, "for agricultural irrigation, roads, utilities, pipelines and any other purpose for which a road may be used".

I have been told that some have expressed concern that if we or our tenant were to exercise our rights under the reserved easements that the District could somehow be in violation of the Grant Deed's Conditions Subsequent.

The Armstrong Ranch Owners have always appreciated and respected collaborative relationship between us and the District. It certainly was not and is not the intent of the Armstrong Ranch owners to in any way link the reserved easements to the Conditions Subsequent. Just to be sure I discussed the matter with our Attorney Brian Finegan. He assured me that even if we wanted to do so there was no way in which we could successfully assert that our use, or that of our tenant was in violation of the Sales Agreement's Conditions Subsequent.

We recognize the need of our tenant to use the easements for the purposes for which they were intended and want you the District to know that we agree to and support such use.

Unfortunately I will be out of town for the next week. Consequently we will not be in a position meet with you on this matter until after June 14th. However it is important that our tenant proceed with the installation of the pipelines and related equipment as soon as possible, and we would ask the district cooperation to that end. If you need any additional written consent from us please let me know and we can provide it when I return. Thank you,

Jack Armstrong