

**FIRST AMENDMENT TO THE  
PROPERTY TRANSFER AND HYDRANT MAINTENANCE AGREEMENT  
BETWEEN MARINA COAST WATER DISTRICT, CITY OF MARINA, AND  
MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY**

**THIS FIRST AMENDMENT TO THE PROPERTY TRANSFER AND  
HYDRANT MAINTENANCE AGREEMENT** (the “First Amendment”) is made and entered into as of \_\_\_\_\_, 2016, by and between the Marina Coast Water District (formerly Marina County Water District), a California county water district (hereinafter the “District”); the City of Marina, a California charter city (hereinafter the “City”); and the Monterey Regional Water Pollution Control Agency, a California joint powers agency (hereinafter the “Agency”). The District, the City and the Agency are sometimes referred to herein collectively as the “Parties” and in the singularly as a “Party.”

**RECITALS**

A. WHEREAS, the parties have been operating pursuant to that certain Property Transfer and Hydrant Maintenance Agreement dated July 14, 1992 (the “Agreement”) attached hereto as **Exhibit A** which provides for the City to transfer certain real property (the “Property”) on which the City operated a percolation pond to the Agency for the Agency’s use as a site for the Agency to construct and operate a pump station; and

B. WHEREAS, the City transferred the Property to the Agency; and

C. WHEREAS, as provided by the Agreement the Agency constructed the New Drainage System as it is referred to in the Agreement (and referred to herein as the “Existing Drainage System”) as shown on **Exhibit B** to divert flows to Locke Paddon Park and assure continued use of the Property for drainage purposes until an alternative drainage system is in place; and

D. WHEREAS, the District maintains the Existing Drainage System; and

E. WHEREAS, the City constructed the alternative drainage system (the “Alternative Drainage System”) as shown on **Exhibit C** which incorporates certain portions of the Existing Drainage System to divert flows into an infiltration gallery and eliminate the diversion of flows into Locke Paddon Park; and

F. WHEREAS, the Agency paid the sum of \$9,516.67 to the City to reimburse the City for the Agency’s proportionate share of the cost to the City to construct the Alternative Drainage System; and

G. WHEREAS, the Parties now wish to provide by this First Amendment for: (1) the District's reimbursement to the City in the amount of \$9,516.67 as the District's proportionate share of the cost to the City to construct the Alternative Drainage System; (2) the transfer to the City by the District of all its right, title and interest in the Existing Drainage System; (3) the District's relief of its maintenance responsibilities for the Existing Drainage System; (4) recognition of the Agency's maintenance responsibilities for certain portions of the Alternative Drainage System located on real property owned by the Agency including: (i) yard drains on the Agency's property, (ii) the drainage pipes running from the yard drains to the Manhole No. 3 (MH3) and Manhole No. 5 (MH5), and (iii) the 18" corrugated metal pipe which consists of that portion of the Alternative Drainage System running between MH3 and MH5 as shown on **Exhibit D**; (5) recognition of the City's maintenance responsibilities for the remainder of the Alternative Drainage System including for the pipelines on the Agency's property as shown on **Exhibit D**; and (6) the Agency's and City's agreement to share equally the cost to maintain the 18" corrugated metal pipe between MH3 and MH5 as shown on **Exhibit D**.

H. WHEREAS, The City and Agency wish to provide for the abandonment in place of those portions of the Existing Drainage System, as shown in **Exhibit C** which are not incorporated into or made a part of the Alternative Drainage System.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements contained in the Agreement and this First Amendment, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

### **A G R E E M E N T**

1. Recitals Incorporated. The Recitals and Exhibits set forth and referenced above are each incorporated into this First Amendment.
2. District's Reimbursement. Upon its execution of this First Amendment the District shall pay to the City the sum of \$9,516.67 as the District's proportionate reimbursement to the City for the City's cost to construct the Alternative Drainage System.
3. Transfer of Interests in Existing Drainage Facilities. By their execution of this First Amendment, the District transfers to the City, without any express, implied, or statutory warranty or representation, all its right, title and interest in and to the Existing Drainage System. The City accepts those portions of the Existing Drainage System transferred by the District as shown on **Exhibit C** and they are hereby transferred to the City by this First Amendment "as is." The Parties agree to take any further action and to execute any other documents which may be required to effect the transfer.

4. District's Relief from Maintenance Responsibility for Existing Drainage System. Upon its execution of this Agreement and following payment of the sum provided herein at Section 2 the District shall have no further obligation to maintain the any portion of the Existing Drainage System. The District will have no responsibility to maintain any portion of the Alternative Drainage System.

5. Agency Maintenance Responsibilities. The Agency agrees to maintain the portion of the Alternative Drainage System, as shown on **Exhibit D**, which are located on real property owned by the Agency.

6. City Maintenance Responsibilities. The City agrees to maintain all portions of the Alternative Drainage System not located on real property owned by the Agency and to maintain those portions of the Alternative Drainage System pipelines on the Agency's property as shown on **Exhibit D** and to obtain any easement, right of way, licenses or such other right as required.

7. City-Agency Cost Share. The Agency and the City agree to share equally the cost for the Agency to maintain that portion of the 18" corrugated metal pipe which consists of that portion of the Alternative Drainage System located between MH3 and MH5 as shown on **Exhibit D**.

8. Portions of the Existing Drainage System Not Incorporated into the Alternative Drainage System. Those portions of the Existing Drainage System which are not incorporated into the Alternative Drainage System, as shown on **Exhibit C**, shall be no longer maintained by any Party and are abandoned in place. \_

9. Exhibits Incorporated. All exhibits references in this First Amendment are attached and incorporated into this First Amendment by reference.

10. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute but one and the same instrument.

11. Integrated Contract. Except as expressly modified herein, all other provisions, terms and covenants set forth in the Agreement shall remain unchanged and remain in full force and effect.

**WHEREFORE**, the parties have execute this First Amendment to this Property Transfer and Hydrant Maintenance Agreement on behalf of the parties on the dates indicated below.

[Signatures follow]

Dated: \_\_\_\_\_, 2016

CITY OF MARINA

By \_\_\_\_\_  
Bruce Carlos Delgado, Mayor

ATTEST:

By: Anita Sharp, Deputy City Clerk

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Dated: \_\_\_\_\_, 2016

MONTEREY COUNTY REGIONAL  
POLLUTION CONTROL AGENCY

By \_\_\_\_\_

Gloria De La Rosa, Chair  
MRWPCA Board of Directors

ATTEST:

By: Paul A. Sciuto, General Manager  
Secretary to the Board

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Dated: \_\_\_\_\_, 2016

MARINA COAST WATER DISTRICT

By \_\_\_\_\_  
Howard Gustafson, President

ATTEST:

By: Paula Riso, Deputy Secretary