

DEPARTMENT OF THE ARMY
EASEMENT FOR WATER PIPELINE RIGHT-OF-WAY
LOCATED ON
ORD MILITARY COMMUNITY (ORDMC)
MONTEREY COUNTY, CALIFORNIA

THE SECRETARY OF THE ARMY under and by virtue of the authority vested on the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to **MARINA COAST WATER DISTRICT**, hereinafter referred to as the grantee, a new easement for a potable water pipeline within the DoD Center property, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit "A" and Exhibit "A-1", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is hereby granted for a term of fifty years (50) years beginning on the date of execution by the representative of the Secretary of the Army, but revocable at will by the Secretary.

2. CONSIDERATION

a. The consideration for this easement will be the operation and maintenance of the new potable water pipeline.

b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to the General Manager, Marina Coast Water District, 11 Reservation Road, Marina, California 93933-5925 and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, (CESPK-RE), 1325 J Street, Sacramento, CA 95814, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE INSTALLATION COMMANDER

The operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Garrison Commander, Presidio of Monterey, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and

without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account there against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within one hundred eighty (180) days after such notice, The United States may cause such relocation at the sole expense of the grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and

when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

19. RECORD OF ENVIRONMENTAL CONSIDERATION

A Record of Environmental Consideration (REC) Environmental Review Checklist for documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit "B". Upon expiration, revocation or termination of this easement, another Property Inspection Checklist for Environmental Condition of Property Studies shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on **RESTORATION**.

20. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

22. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of

any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions, of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403) Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

23. OPERATIONAL FACTORS

There will be designated parking for the equipment and vehicles. Further coordination is required with the Presidio of Monterey Police Department and John Wallingford, Facility Manager, DoD Center Monterey Bay and with Marina Coast Water District.

NO CONDITIONS FOLLOW

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2016.

Diane M. Simpson
Real Estate Contracting Officer

THIS EASEMENT is also executed by the grantee this ____ day of _____, 2016.

Keith Van Der Maaten
General Manager

CORPORATE/GOVERNMENTAL ENTITY ACKNOWLEDGEMENT

I, _____, certify that I am the _____ of the
Print Name Title
corporation/governmental entity named herein; and that _____,
who signed this instrument on behalf of the corporation/governmental agency, was then
_____ of the corporation/governmental agency; and that this
instrument was duly signed for and on behalf of said corporation/governmental agency by
authority of its governing body and is within the scope of its powers.

Signature: _____

Title: _____

EASEMENT No. DACA05-2-16-521
ORD MILITARY COMMUNITY
MARINA COAST WATER DISTRICT

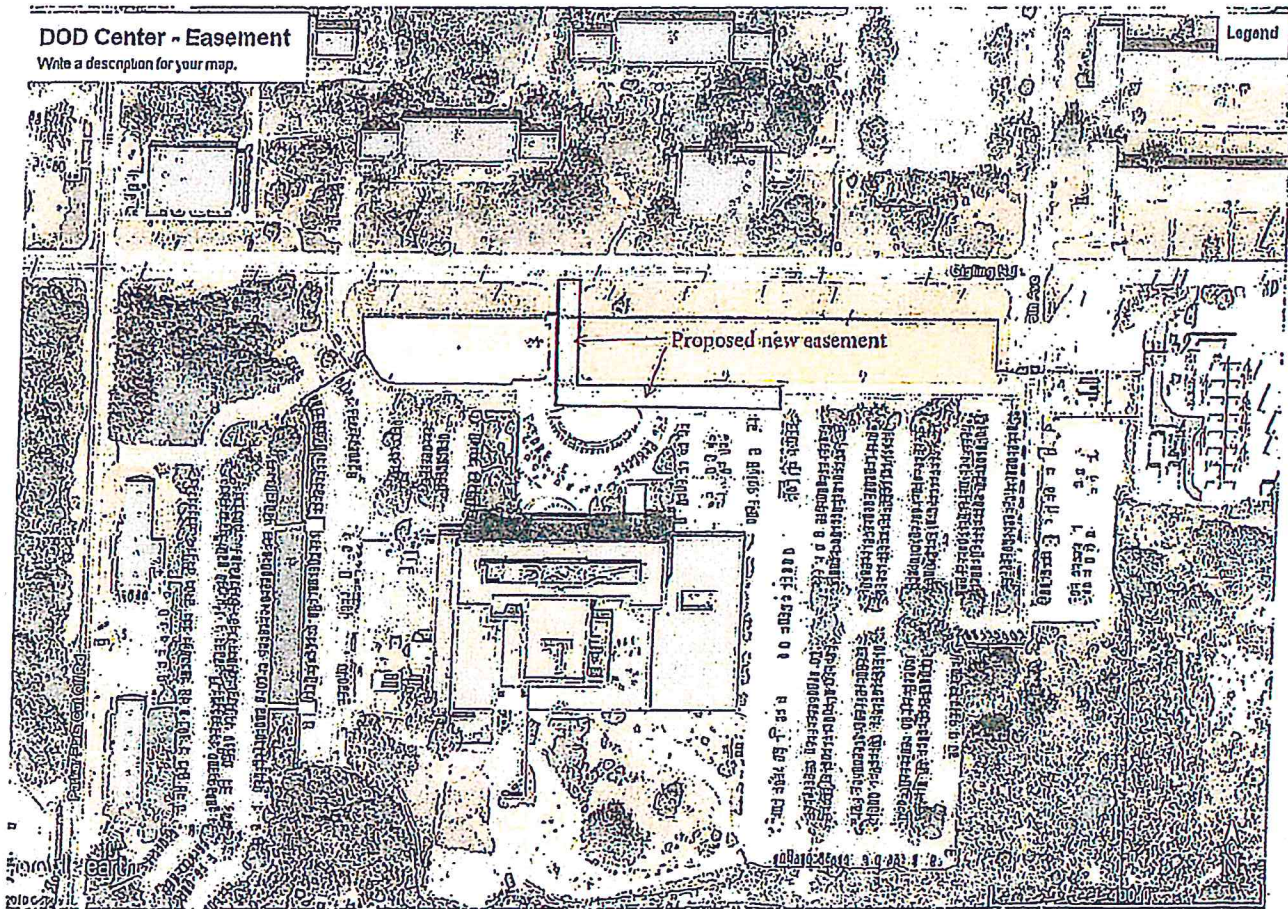


EXHIBIT "A"

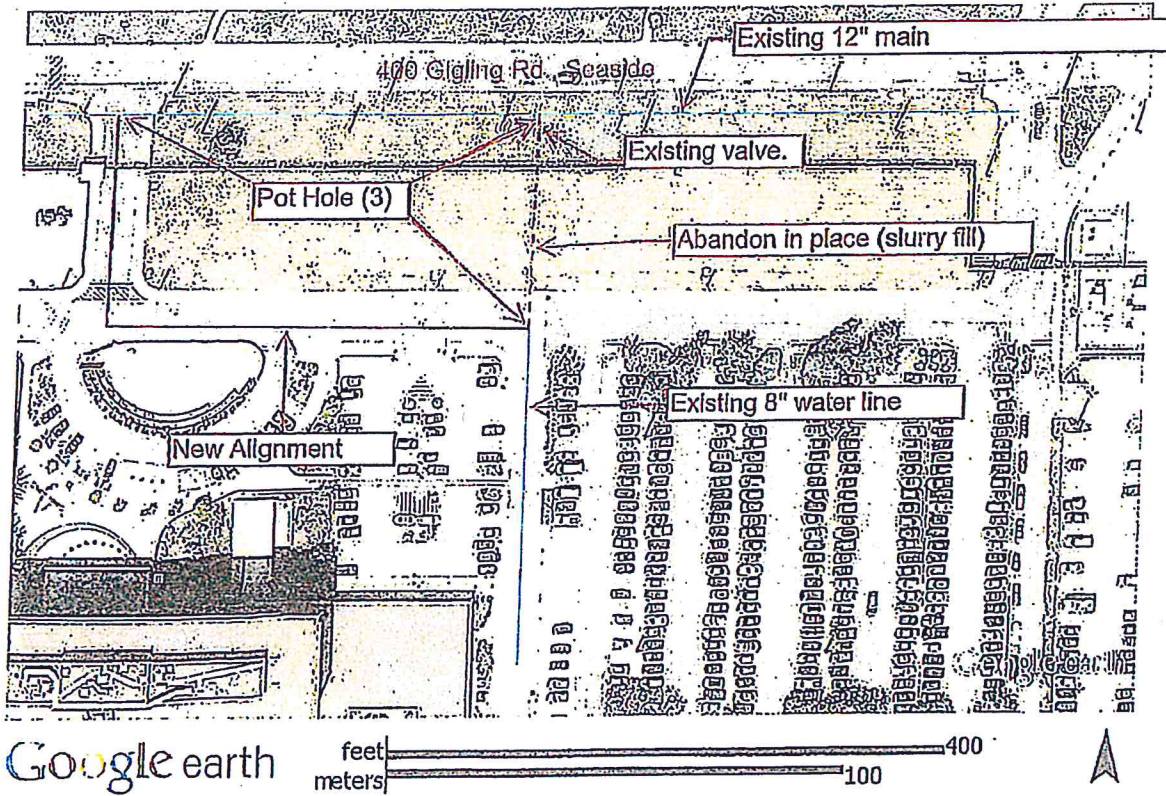


EXHIBIT "A-1"

US ARMY PRESIDIO OF MONTEREY
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ENVIRONMENTAL REVIEW CHECKLIST		Environmental Document Control Number: POM-ENV-16042
Record of Environmental Consideration (REC)		
<i>Sections I & II to be completed by Proponent. Section III to be completed by Environmental Division. Continue on separate sheets as necessary. Reference appropriate item number(s).</i>		
SECTION I – PROPONENT INFORMATION		
1. TO (USAG and Environmental Division Address)	2. FROM (Proponent Organization)	2a. TELEPHONE NO. (Include Alternate POC)
POM Environmental Division	SPN Gerry Prado (This checklist filled out by POM Environmental Division on behalf of POM O&M.)	415-859-6325
3. TITLE OF PROPOSED ACTION/PROJECT (Include Project or DPW Work Request Number)		
Realign water pipeline at B4386 (DMDC) and provide new easement for Marina Coast Water District		
4. DESCRIPTION, PURPOSE AND NEED FOR ACTION (Identify decision to be made and need date)		
<p>[See file, "W91238-12-D-0015 TO#0003 1MW PV Solar Grid - Easement" in folder for maps and full scope.]</p> <p>1 The Contractor shall not block pedestrian access to the DOD Center Monterey Bay. The pedestrian turnstile/gate and sidewalk in this area shall remain open unless otherwise coordinated with Mr. John Wallingford, DOD Ctr Facility Mgr.</p> <p>2 This is the approximate location where the Contractor shall tie-in the new 8" PVC water line to the existing 12" water line that is running parallel to Gigling Road and is south of the roadway. A new tee will be required here on the existing line. A new 8" gate valve shall be installed by the Contractor on the new 8" water line. The Contractor shall use caution when working in this area to avoid any damage to the existing 24" water line that is parallel to, and north of the existing 12" water line. See MCWD STANDARD PLAN W-6, CONNECTION TO EXISTING PIPE, 11/2007.</p> <p>3 The alignment of the new 8" water line running north-south under the road in this area shall be located so that the centerline of the new pipe is approximately 10 feet west of the face of the adjacent curb to the east. The new Marina Coast Water District (MCWD) easement will be a total width of 20' centered on the new 8" water pipe. There is no vehicle traffic on this north south portion of the road. See MCWD STANDARD PLAN W-12, WATER LINE TRENCH SECTION AND BEDDING DETAILS, 11/2007.</p> <p>4 The alignment of the new 8" water line running west-east under the road in this area shall be located so that the centerline of the new pipe is approximately 10 feet north of the face of the adjacent curb to the south. The new Marina Coast Water District (MCWD) easement will be a total width of 20' centered on the new 8" water pipe. Vehicle traffic on this west-east portion of the road shall be maintained unless otherwise coordinated with Mr. John Wallingford, DOD Ctr Facility Mgr. See MCWD STANDARD PLAN W-12, WATER LINE TRENCH SECTION AND BEDDING DETAILS, 11/2007.</p> <p>5 This is the approximate location where the Contractor shall tie-in the new 8" PVC water line to the existing 8" water line that is running north-south in this area. The Contractor shall remove enough of the existing 8" line to make room for the new elbow and Romac or equal, coupling to connect to the existing pipe after cutting out a section of the existing pipe. A new elbow will be required here to tie-in to the existing 8" line. A new 8" ball valve shall be installed by the Contractor on the new 8" water line. This north-south road may be temporarily closed-off after coordination with Mr. John Wallingford, DOD Ctr Facility Mgr.</p> <p>6 The existing 8" water line that runs north from here under the road & then under the ground mount solar grid area and into the grassed area south of Gigling Road, shall be abandoned-inplace, but shall be</p>		

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capped and filled with flowable fill in accordance with MCWD Standard Specification Section 02222, ABANDONMENT OF PIPELINES.

7 This is the approximate location where the existing 8" water line ties-in to the existing 12" water line that is running parallel to Gigling Road and is south of the roadway. The existing 12"x12"x8" tee shall be removed just beyond any flanges and the area where the tee used to be shall be replaced with a section of new 12" PVC pipe and the two new joints shall be made using Romac, or equal, couplings suited to the required pipe joining situation encountered based on the information obtained from the pothole work performed. The existing valve on the existing 8" water line in this area shall be removed entirely. The contractor shall use caution when working in this area to avoid any damage to the existing 24" water line that is parallel to, and north of the existing 12" water line.

8 The profile of the new 8" water line shall be "steady uphill" such that the line does not have low or high spots between the northwest tie-in point (Ref Key Note 2) and the southeast tie-in point (Ref Key Note 5).

9 During the period of time that water will be shut-off to the fire hydrant in this area and the fire hydrant further south (not shown on Exhibit 4, but is shown on Exhibits 2 & 3), the contractor shall bag the fire hydrants to show that they are out-of-service.

Exhibit 1

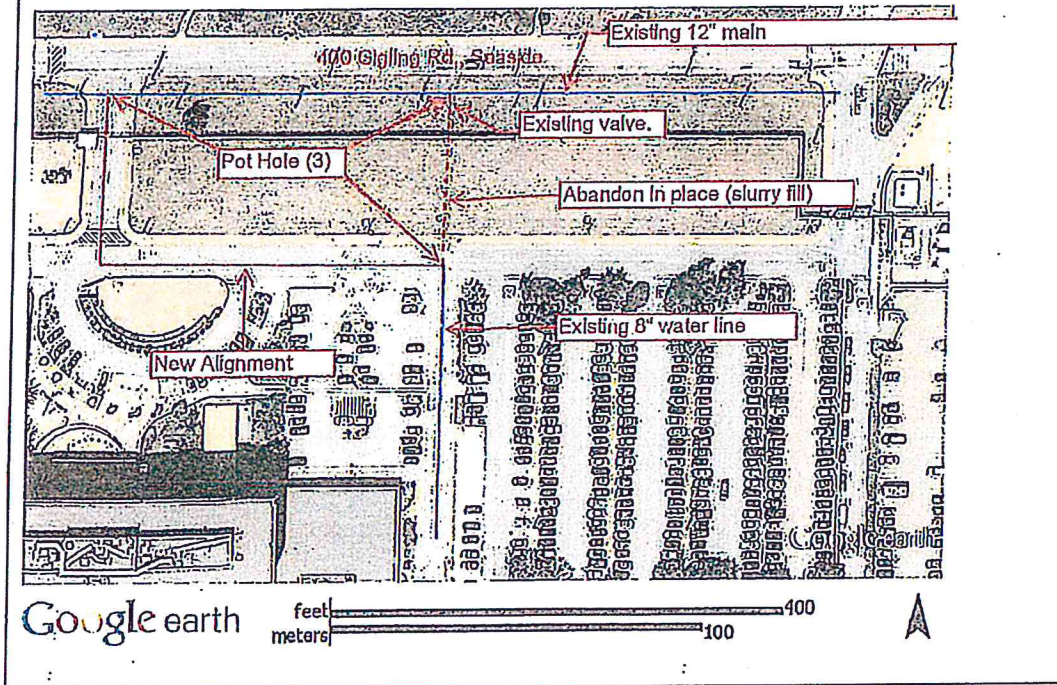


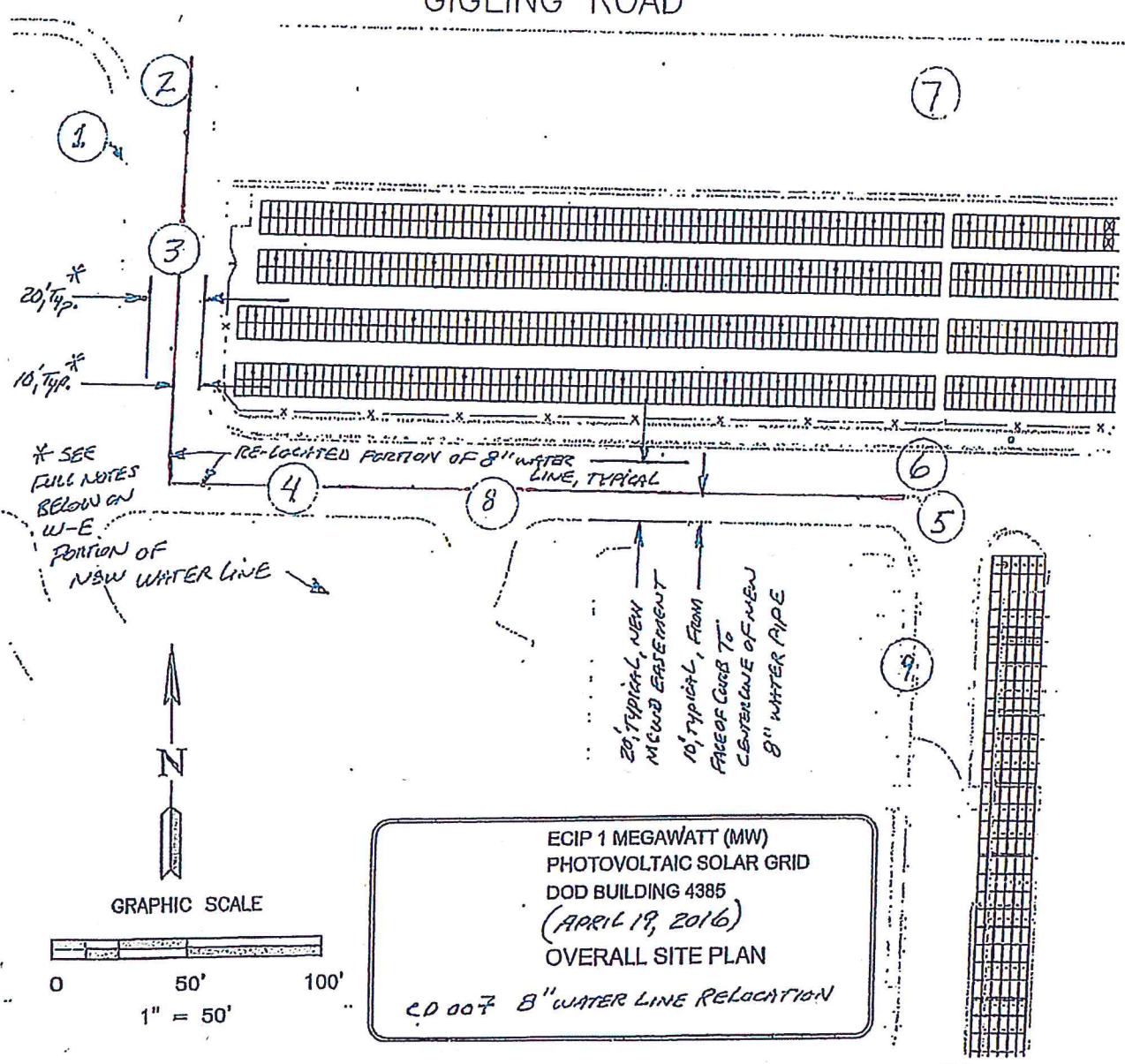
EXHIBIT "B"

8" WATER LINE RELOCATION, CONTRACT #16
 W91288-12-D-0015-0003, 3
 ECIP, 1 MW PV SOLAR GRID

LEGENDS

(No.) = SEE KEY NOTE IN SCOPE OF WORK DOCUMENT

GIGLING ROAD



ECIP 1 MEGAWATT (MW)
 PHOTOVOLTAIC SOLAR GRID
 DOD BUILDING 4385
 (APRIL 19, 2016)
 OVERALL SITE PLAN
 CD 007 8" WATER LINE RELOCATION

EXHIBIT "B"

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SECTION II – PRELIMINARY ENVIRONMENTAL REVIEW (Proponent check appropriate box for potential environmental effects)– Attach additional sheets as needed -		Yes	No	Unknown
6. Any construction of new buildings or structures? (Potential Impacts: Stormwater, water and energy use, waste disposal/recycling, wastewater discharges, cultural sites, endangered species habitat or other natural resources, etc.)			X	
7. Any activity that involves digging, diskling, grading, or other soil disturbance? (Potential Impacts: Stormwater, cultural sites, endangered species habitat or other natural resources, etc.)		X		
8. Any demolition, remodeling, or repair of any structure? (Potential Impacts: Asbestos Containing Material, lead-based paint, waste disposal/recycling, stormwater, cultural sites or historic properties, etc.)			X	
9. Any vehicle or construction equipment to be staged/stored on/off pavement?		X		
10. Any mechanical excavation or deposition of fill in creeks or drainages, wet or dry?			X	
11. Any hookups to the water distribution system?		X		
12. Will the project require any water discharges of any kind (non-potable, waste, etc.)?			X	
13. Any installation of permanent equipment that includes an internal combustion engine or other combustion device (Generators, boilers, etc.)?			X	
14. Will the project require use of portable equipment with diesel engines more than 50-horsepower (air compressors, generators, etc.)?				X
15. Any tree cutting, trimming or removal?			X	
16. Any pest control involving application of herbicides or pesticides?			X	
17. Will the project require the storage, handling and/or disposal of hazardous materials or hazardous wastes (asbestos, lead-based paints, solvents, oils and greases, pesticides, etc.)?				X
18. Any installation, repair and/or removal of underground/above-ground storage tanks or equipment?			X	
19. Will the project produce loud noise for extended periods of time?			X	
20. Will the project produce odors that may cause a nuisance?			X	
21. Any real estate activities involving a lease, license, or transfer of ownership?		X		
22. OTHER (Specify other potential impacts not addressed above).				X
SECTION III – ENVIRONMENTAL REVIEW DETERMINATION (DPW/Environmental Division review and comment)				
23.		PROPOSED ACTION REQUIRES NO FURTHER ACTION		
		PROPOSED ACTION FALLS WITHIN THE LIST OF CATEGORICAL EXCLUSIONS AND DOES NOT REQUIRE A RECORD OF ENVIRONMENTAL CONSIDERATION.		
	X	PROPOSED ACTION FALLS WITHIN THE LIST OF CATEGORICAL EXCLUSIONS AND REQUIRES A RECORD OF ENVIRONMENTAL CONSIDERATION.		
		PROPOSED ACTION DOES NOT QUALIFY FOR EXCLUSION; FURTHER ANALYSIS AND ENVIRONMENTAL REVIEW ARE REQUIRED.		

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24. REMARKS:

The proposed action has been reviewed in accordance with the National Environmental Policy Act (NEPA) and determined to qualify for a Categorical Exclusion (CX).

The proposed action is categorically excluded under the provisions set forth in "Part II Department of Defense, Department of the Army, 32 CFR Part 651 Environmental Analysis of Army Actions; (29 Mar 2002 Edition) Appendix B to Part 651-Categorical Exclusions" as follows:

II(e)(2) Acquisition, installation, and operation of utility and communication systems, mobile antennas, data processing cable and similar electronic equipment that use existing right-of-way, easement, distribution systems, and/or facilities (REC required).

II(f)(1) Grants or acquisitions of leases, licenses, easements, and permits for use of real property or facilities in which there is no significant change in land or facility use. Examples include, but are not limited to, Army controlled property and Army leases of civilian property to include leases of training, administrative, general use, special purpose, or warehouse space (REC required).

As required by 32 CFR 651.29, the action has not been segmented. No extraordinary circumstances exist, and no adverse effects on sensitive resources would be expected, as defined in 32 CFR 651.29(b) and 651.29(c) (see paragraph 7, Effects on the Environment). The proposed action satisfies the screening conditions in 32 CFR 651.29(a) and meets all screening criteria in 32 CFR Part 651, Appendix B, Section 1.

Effects on the environment: Implementation of an easement and associated work has been given full consideration under the requirements of the NEPA. Activities associated with implementation of the easement for the proposed action have been assessed with respect to their potential for significant adverse effects on the human and natural environment, and a determination has been made that no such potential exists. This was accomplished by considering the scope of the action, coordination with POM Directorate of Public Works (DPW) subject matter experts and other personnel, and with information provided by the proponent. Per Army Regulation 200-1, Section 15-5, "Real property acquisition, leases, outgrants, and disposal transactions," an Environmental Condition of Property (ECP) is not required for easements. An ECP has not been conducted for this proposed easement. The POM has determined that environmental concerns for the proposed easement are minor and the Report of Availability (ROA) is sufficient to document environmental requirements.

On the basis of the scope of the action and the lack of potential for significant environmental effects, the U.S. Army has determined that the proposed action qualifies for use of CX and, therefore, an environmental assessment will not be prepared to evaluate the potential effects of the action.

Additional environmental reviews must be conducted prior to any future ground disturbing construction or maintenance activities outside of the proposed action.

The following conditions must be implemented for the proposed action. Please abide by the following environmental stipulations:

1. Project has the potential to affect Air and Water resources. Contractor(s) must operate in full compliance with the most recent Federal, State, local and Army environmental regulations, laws and programs. If any Air/Water Compliance questions arise contact Presidio of Monterey, Environmental Division 831-242-6161.
2. Minimize disturbance to current landscape by locating temporary storage, laydown yards, and parking areas on pavement. Vehicles and equipment should not be off pavement unless vetted with Presidio of Monterey, Environmental Division Natural Resource Specialist (831-242-6736) & required for completion of task; appropriate disturbance risk control and impact mitigation should be exercised in all areas in order to preserve current state integrity. Any disturbance or damage to vegetation or surrounding soil, must be restored to its original condition or better using Presidio of Monterey, Integrated Natural Resource Management Plan (INRMP) approved plants or seed mix.

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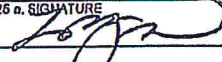
3. Hazardous materials/wastes shall be handled by a certified contractor in accordance with applicable laws and regulations. Should the contractor(s) generate hazardous waste, please contact the POM Environmental Division Hazardous Waste Office (242-7933/242-7204) to coordinate the HW manifest.

Conclusion: This proposed action has been evaluated in accordance with 32 CFR Part 651. It has been determined that the proposed action would not individually or cumulatively have significant effects on the human or natural environment. No environmentally controversial changes to existing environmental conditions would be expected. No circumstances exist that would require an environmental assessment or an environmental impact statement under NEPA. The proposed action, if implemented:

- a. Satisfies all screening conditions in 32 CFR 651.29(a);
- b. Meets all screening criteria in 32 CFR Part 651, Appendix B, Section I;
- c. Does not involve any extraordinary circumstances, as defined in 32 CFR 651.29(b), that would preclude the use of a CX;
- d. Would not adversely affect environmentally sensitive resources as defined in 32 CFR 651.29(c); and
- e. Qualifies for CX (e)(2) and (f)(1) in accordance with 32 CFR Part 651, Appendix B, Section II.

This Record of Environmental Consideration does not relieve the proponent from the requirements of other environmental laws and regulations applicable to the proposed action. The easement directs that actions associated with implementing and managing the proposed action be conducted in accordance with all applicable laws, ordinances, and regulations.

This Record of Environmental Consideration (REC) satisfies the requirements of NEPA (42 USC 432 et seq.)

25. ENVIRONMENTAL DIVISION CERTIFICATION (Name) <i>Lenore Grover - Ballingtra, Env Chief</i>	26 a. SIGNATURE 	26 b. DATE <i>13 June 2016</i> Page ___ of ___ Page(s)
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