

**RESOLUTION NO. 5371**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING AN “AGREEMENT TO PROVIDE EXTRATERRITORIAL WASTEWATER SERVICE” BETWEEN THE CITY OF SOLEDAD AND DOLE FRESH VEGETABLES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF SOLEDAD**

**WHEREAS**, Soledad Resolution #2301, adopted December 27, 1993, revoked Resolution # 2266, and prescribed the process to construct a pipeline all the way from Dole to the City’s WWTP; and

**WHEREAS**, Dole’s 4-inch sewer line has recently developed problems so Dole has approached the City with a request to tie-in to the City’s 18-inch force main that serves the CDCR facilities and passes near Dole’s facility; and

**WHEREAS**, Dole is proposing that the Council approve a “Restated and Amended Agreement to Provide Extraterritorial Wastewater Service” included as an exhibit; and

**WHEREAS**, The City will not incur any costs for construction, connection, permitting or any other costs associated with Dole’s project; and

**WHEREAS**, Dole will execute a reimbursement agreement with the City to cover all outside costs (legal, environmental, engineering, etc.) associated with the installation, operation and maintenance of both on and off-site wastewater facilities; and

**WHEREAS**, unless annexation occurs, the City may charge an outside-the-city-limit rate for service as established by ordinance or regulation of the City of Soledad; and

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Soledad that the “Agreement to Provide Extraterritorial Wastewater Service” between the City of Soledad and Dole Fresh Vegetables, Inc., in substantial form, a copy of which is attached hereto as **Exhibit A** and by this reference incorporated herein, is hereby approved and the City Manager is authorized and directed to execute the same on behalf of the City.

**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 7<sup>th</sup> day of March, 2018, by the following vote:

**AYES**, and in favor thereof, Councilmembers: Christopher Bourke, Mayor Pro Tem Alejandro Chavez and Mayor Fred Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers: Velazquez, Stewart

ABSTAIN, Councilmembers: None



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FRED J. LEDESMA, Mayor

ATTEST:



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MICHAEL McHATTEN, City Clerk

**RESTATED AND AMENDED AGREEMENT TO PROVIDE  
EXTRATERRITORIAL WASTEWATER SERVICE**

This Restated and Amended Agreement to Provide Extraterritorial Wastewater Conveyance and Treatment (the "Agreement") is by and between the City of Soledad (the "City"), a municipal corporation of the State of California ("City") and Dole Fresh Vegetables, Inc., a California Corporation ("Dole"), collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, Dole operates a salad processing plant (the "Dole Plant") within the County of Monterey at 32655 Camphora Gloria Road in the vicinity of the City of Soledad on property generally known as Assessor's Parcel Number 257-081-038 and as further described in Exhibit A attached to and incorporated in this Agreement (the "Property"); and

**WHEREAS**, in or about 1994, Dole installed a sanitary sewage pump station at the Dole Plant, including pumps, controls, valves and appurtenances with a four inch force main to convey the sanitary sewage from the Property to the City's Wastewater Treatment Plant ("WWTP") on a path running parallel to and west of the Dole Plant along Camphora Gloria Road, intersecting with the utility trench for the previously constructed eighteen inch force main connecting the Soledad Correctional Training Facility and the WWTP, and running in said common Utility trench thereafter to the WWTP ("1994 Dole Connection"); and

**WHEREAS**, the City authorized the 1994 Dole Connection pursuant to City Council Resolution No. 2301 "Authorizing the Execution of an Agreement and Fee Schedule with Dole Fresh Vegetables to provide Extraterritorial Utility Service and Revoking Resolution No. 2266," dated December 27, 1993 and subsequently entered an extraterritorial utility services agreement with Dole, dated December 28, 1993 ("1993 City/Dole Agreement"); and

**WHEREAS**, in December 1994, the City and the State of California acting by and through the California Department of Corrections and Rehabilitation ("CDCR") entered into a "Joint Powers Agreement Between the City of Soledad and the State of California for the Expansion of the City's Wastewater Treatment Facilities and Service to the California State Prison – Monterey County at Soledad" (1994 City/State Agreement"); and

**WHEREAS**, the 1994 City/State Agreement required and the City constructed 22,000 linear feet of an eighteen-inch diameter pipeline that connects the State prison to the City's WWTP ("State Prison Pipeline"); and

**WHEREAS**, Section A.1.b of the 1994 City/State Agreement required that the State Prison Pipeline include a "provision for the connection of a pipeline from the Dole Processing Facility;" and

**WHEREAS**, a connection from the Dole Plant to the State Prison Line has been constructed, but the connection has not been operational because, until March 2017, the Dole

Processing Facility 2 was discharging wastewater to the WWTP though the four-inch line that was constructed pursuant to the 1993 City/Dole Agreement; and

**WHEREAS**, on or about March 2017, the four-inch force main to convey the sanitary sewage from the Property to the City's WWTP failed and no longer provides Dole with a wastewater connection to the WWTP; and

**WHEREAS**, LAFCo confirmed with the City and Dole that LAFCo approval was not required for the 1993 City/Dole Agreement and that this Agreement that authorizes an alternative point of connection to the WWTP similarly does not require LAFCo approval; and,

**WHEREAS**, the Parties, by this Agreement, desire to determine terms for Dole's discharge and conveyance of domestic wastewater for treatment at the WWTP through the State Prison Pipeline.

**NOW THEREFORE**, in consideration of the above recitals, which by this reference are acknowledged as being true and correct and incorporated herein and made a part of this Agreement, and the terms and conditions contained herein, the Parties hereto hereby agree as follows:

## **AGREEMENT**

### **ARTICLE 1. OPERATION OF WASTEWATER FACILITIES**

Section 1.01 City Approval of Plans. Dole has submitted the sanitary sewer facility improvement plans that show the required improvements to discharge domestic wastewater from the Dole Plant to the State Prison Pipeline as shown in Exhibit B, attached to and incorporated in this Agreement (together the "Sewer Improvements"). The City has reviewed and approved the Sewer Improvements.

Section 1.02 Ownership and Maintenance of the Sewer Improvements. Dole shall own, operate, maintain, and repair at its own cost those Sewer Improvements needed to discharge wastewater from the Dole Plant to the State Prison Pipeline, and which are located on the Property, including the collection piping and sewer pump station, and the four-inch pipeline leading from the Property to the point of connection to the State Prison Pipeline ("Dole Sewer Improvements"). The City agrees to own, operate, maintain, and repair at its own cost those new Sewer Improvements, which are located outside of the Property and are in substantial conformance with detail B/C2 "Sewer Force Main Connection" on page C-2 of Exhibit B ("City Owned Sewer Improvements").

Section 1.03 Plan Check and Inspection Fees. Dole shall pay all applicable plan check, inspection, and related fees to the City, including all costs for consultant services, which are in force and in effect for a similar class of projects. Dole shall also pay for the costs of all reasonable legal and other consulting services required for City to review the Agreement. However, prior to incurring costs for such legal or other consulting services, the Parties shall

meet and confer regarding the anticipated costs of these and the scope of services to be undertaken.

Section 1.04 Provision of Wastewater Service. Upon the Parties execution of the Agreement, payment of all required fees as described in Section 1.04 and Article 2 below, and Dole's provision to City of proof that it has obtained all necessary approvals from the County of Monterey, the CDCR and any other agency or entity having jurisdiction of said matter, the City shall provide sanitary sewer and wastewater treatment services to the Property on the same conditions as if it were located within the City's corporate boundaries. The City shall maintain the same level of service to the Property as it maintains in its overall service area and within its corporate boundaries

Section 1.05 Wastewater Volume. Average daily wastewater flow from the Dole Plant, measured in gallons per day (gpd) over a monthly period, shall not exceed 20,000 gpd on an annualized basis.

Section 1.06 Biochemical Oxygen Demand. Average wastewater Biochemical Oxygen Demand (BOD) from the Dole Plant, measured over a monthly period, shall not exceed 500 milligrams per liter (mg/l).

Section 1.07 Exceedances of Wastewater Volume or BOD. If domestic wastewater flows from the Dole Plant exceed the volume specified in Section 1.05, or the BOD specified in Section 1.06, City shall give written notice to Dole, and Dole shall have a ninety (90) days, to bring the flow or the BOD, as the case may be, into compliance with the requirements of the Agreement. This remedial period may be extended by mutual agreement of the Parties. Dole's failure to make necessary corrections within the applicable period shall result in the imposition of a monthly surcharge of Five Hundred Dollars (\$500) until corrections have been made and verified by the Parties.

## **ARTICLE 2. FEES AND WASTEWATER USER CHARGES**

Section 2.01 Wastewater Impact Fees and Connection Fees. The City agrees that Dole's payment of the prior wastewater impact fee of Thirty Nine Thousand One Hundred Dollars (\$39,100) (the "Impact Fee") pursuant to the 1993 City/Dole Agreement is the impact fee for Dole's discharge of wastewater into to the State Prison Pipeline and no additional impact fee is required prior to such discharge. Dole acknowledges and agrees that the Impact Fee did not and does not exceed the estimated reasonable cost of providing the wastewater treatment for which the fee is imposed, given that the City shall assume additional costs for integrating the Sewer Improvements into the City's sewage collection system. The City agrees that Dole's payment of the prior one-time connection fee of Eight Thousand Seven Hundred and Fifty Dollars (\$8,750) pursuant to the 1993 City/Dole Agreement is the connection fee for Dole's discharge of wastewater into the State Prison Pipeline and no additional connection fee is required prior to such discharge

Section 2.02 Monthly Wastewater User Rates. The City agrees that Dole's current monthly wastewater user rate of Five Thousand and Eight Dollars (\$5,008) ("User Rate") shall continue to be Dole's monthly wastewater use rate for discharges into the State Prison Pipeline. Dole acknowledges and agrees that the User Rate does not exceed the proportional cost of the wastewater service attributable to the Dole Plant. Dole agrees that the User Rate is subject to future adjustment by City, in accordance with all applicable provisions of law, for matters including but not limited to, new charges for conveyance costs, actual energy cost changes, salary and benefit changes, or changes in federal, state or local laws, regulations or rules governing treatment, storage or disposal of wastewater. City shall provide 30-days written notice to Dole of all City proceedings proposing potential changes to User Rates.

### **ARTICLE 3. MISCELLANEOUS**

Section 3.01 Hiring Preference for City Residents. Dole agrees to actively recruit eligible City residents and to provide first consideration for future job openings at the Dole Plant to City residents in accordance with the requirements of this section.

(a) Whenever Dole requires a mass hiring of ten (10) or more employees ("Dole Mass Hiring") at the Dole Plant, Dole shall take all appropriate measures necessary to encourage City residents to apply for positions, including but not limited to the distribution of accurate job postings in both English and Spanish, at locations agreed upon by the Parties, publication in Soledad newspapers, listings with appropriate community based organization, and public agencies such as the local education institution. As part of Dole's outreach effort, Dole further agrees to conduct at least one (1) job fair per year in the City, at a location that is mutually agreed upon by the Parties, to educate local citizens about employment opportunities.

(b) Dole agrees to give first priority to applications received from eligible residents of the City as the result of a Dole Mass Hiring. Only after Dole considers such applications may Dole award a position to a non-resident of the City.

(c) Dole shall provide a written report to the City on hiring results at the completion of each mass hiring event. Said report shall include, but not be limited to the total number of facility employees vs. total number of employees who are City residents, and the total number of City residents representing new-hires and rehires. The report shall also include data showing the total number of City residents leaving Dole employment in the preceding year.

Section 3.02 Possible Future Annexation. Dole and City acknowledge that the Agreement provides for the delivery to the Property of services ordinarily rendered only to lands within the City; that it may in the long run be advantageous to both City and Dole that the Property be annexed to the City; and that either Dole or City may initiate proceedings at any time to annex the Property to the City. If Dole initiates annexation proceedings, City agrees to cooperate with Dole and to give such application favorable consideration and support to the extent that City finds annexation to be feasible and in the best interests of the City. If City initiates annexation proceedings, Dole agrees to consider the proposal in good faith and not to oppose or object to annexation so long as Dole finds such annexation to be feasible and in the best interests of Dole

from a financial and use standpoint. Both Dole and City agree to consider and evaluate an annexation proceeding initiated by the other in good faith and in a spirit of fair dealing.

Section 3.03 Term of Agreement. This Agreement shall have a term of Twenty-Five (25) years or until such time as both Parties agree, in writing, to extend the Agreement.

Section 3.04 Termination of Agreement. Notwithstanding Section 3.03, the Agreement may be terminated as follows:

- (a) Both Parties may mutually agree, in writing, to terminate the Agreement.
- (b) Either Party may terminate the Agreement for cause. For purpose of this section, “for cause” shall mean that either Party commits a material breach of any terms of the Agreement and fails to cure the breach in accordance with subsection (c) of this Section 3.04. “For cause” shall also mean Dole’s failure to pay the monthly User Rate or surcharges for exceedances of wastewater volume or BOD for a period of two (2) consecutive months, in which case, City shall have the right to take any and all steps necessary to discontinue sewer service until such time that said default has been cured in accordance with subsection (c) or terminated pursuant to this subsection.
- (c) If a Party believes that the other Party has materially breached the Agreement, the Party alleging a breach (“Non-Breaching Party”) shall serve by first class mail pursuant to Section 3.09 a notice of default on the Party that has allegedly breached the Agreement (“Breaching Party”). Prior to any termination of the Agreement, the Breaching Party shall have ninety (90) days from the date of receipt of the Non-Breaching Party’s notice to cure any default. The Parties may agree, in writing, to extend the Breaching Party’s deadline to cure any default.

Section 3.05 Amendment. No amendment or waiver of any provisions of this Agreement or consent to any departure from its terms shall be effective unless the same shall be in writing and signed by the Parties hereto.

Section 3.06 Assignment. Dole and its successors and assigns may assign all rights and obligations under this Agreement to the general partner of Dole or an affiliate of the general partner, so long as the assignee expressly and unconditionally assumes all of the obligations of Dole under this Agreement. Dole and any assignee shall execute and deliver to the City an assignment agreement in which: (a) the name and address of the assignee is set forth; (b) the assignee provides evidence of its status as a Nonprofit Entity; and (c) the assignee expressly and unconditionally assumes all of the obligations of Dole under this Agreement with respect to the assignment.

Section 3.07. Indemnification. Dole agrees to indemnify, defend, save and hold harmless City, its authorized agents, officers, and employees from and against all liability claims, damages, losses and expenses of any nature whatsoever, including but not limited to bodily injury, death, personal injury, property damage (including but not limited to damage to City’s WWTP) (“Claims”), and attorney’s fees, arising directly or indirectly from the approval of this

Agreement and any actions or inactions of Dole or its contractors, subcontractors, agents or employees in connection with the construction, maintenance and/or use of the Dole Sewer Improvements, excepting any Claims that arise from the intentional acts or negligence of City, its elected and appointed representatives, officers, agents, employees, contractors and/or subcontractors.

Section 3.08 Effective Date. This Agreement shall become effective when the Agreement has been duly executed by both Parties hereto, and shall be binding upon the heirs, assigns and successors of the Parties.

Section 3.09 Notices. All notices and other communications provided for hereunder shall be in writing addressed and mailed to the Parties as noted below:

Dole Fresh Vegetables, Inc.  
ATTN: Plant Manager  
32655 Camphora Gloria Road  
Soledad, CA 93960

City of Soledad  
ATTN: City Manager  
P.O. Box 156  
Soledad, CA 93960

Section 3.10 Entire Agreement. This writing constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements, which may have been entered into between the Parties prior to the execution of this Agreement.

Section 3.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.

Section 3.12 Partial Invalidity. The invalidity of any provision of this Agreement will not affect the validity of the remainder hereof.

Section 3.13 Time of Essence. Time is of the essence in the fulfillment by the Parties hereto of their obligations under this Agreement.

Section 3.14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

DOLE FRESH VEGETABLES, INC.

By: 

Date: 3/20/18

Its: GENERAL MANAGER

Barbara Apkarian  
Sr. VP Finance 3-20-18


CITY OF SOLEDAD, CALIFORNIA

By: 

Date: 3/19/18

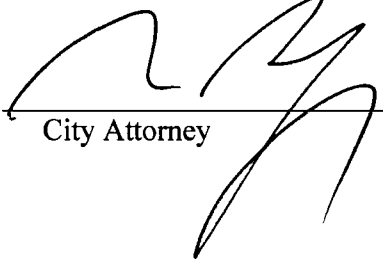
Its: City Manager

ATTEST:

By:   
City Clerk

Date: 3/19/18

APPROVED AS TO FORM:

By:   
City Attorney

Date: 4/4/18

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION:**

ALL THAT REAL PROPERTY IN AND BEING A PORTION OF THE RANCHO SAN VINCENTE, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF THAT CERTAIN 677.801 ACRE TRACT OF LAND CONVEYED BY SOLEDAD RANCH COMPANY, A CORPORATION, TO STEPHEN H. RIANDA, ET UX, BY DEED DATED APRIL 27, 1946, RECORDED APRIL 30, 1946 IN VOLUME 902 AT PAGE 185 THEREIN, MONTEREY COUNTY OFFICIAL RECORDS, CALIFORNIA, DESCRIBED AS FOLLOWS, TO-WIT:

**PARCEL I:**

COMMENCING AT A 4 X 4 SURVEY POST MARKED "RS" STANDING ON THE SOUTHEAST SIDE OF THE COUNTY ROAD LEADING FROM SOLEDAD TO GLORIA, AT THE NORTHWEST CORNER OF THE SAID RIANDA 677.801 ACRE TRACT, AND RUNNING THENCE ALONG THE SOUTHEAST SIDE OF THE SAID COUNTY ROAD, AND THE NORTHWEST SIDE OF THE RIANDA 677.801 ACRE TRACT,

(1) SOUTH  $17^{\circ}02'45''$  WEST, 5019.1 FEET TO AN IRON PIPE; THENCE LEAVE THE NORTHWEST SIDE OF THE RIANDA 677.801 ACRE TRACT AND THE SOUTHEAST SIDE OF THE COUNTY ROAD FROM SOLEDAD TO GLORIA, AND RUNNING ALONG THE CENTER LINE OF AN EASEMENT FOR ROAD PURPOSES AND UTILITY PURPOSES, 20 FEET WIDE, HERINAFTER DESCRIBED AND PARALLEL TO AND DISTANT 15 FEET NORTHEASTERLY FROM THE CENTER OF A CONCRETE IRRIGATION PIPE LINE, AND ACROSS THE SAID 677.801 ACRE TRACT,

(2) SOUTH  $72^{\circ}56'30''$  EAST, AT 1549.57 FEET INTERSECT THE CENTER LINE OF A REINFORCED CONCRETE FORCE LINE, 16 INCHES IN DIAMETER, AT A POINT NOW DESIGNATED AS POINT "A", IN THE CENTER LINE AND NORTHERLY TERMINUS OF AN EASEMENT (20 FEET WIDE), FOR SAID FORCE LINE, HERINAFTER DESCRIBED, AND CONTINUE 4023.4 FEET TO AN IRON PIPE, 1 INCH IN DIAMETER, STANDING ON THE EASTERLY SIDE OF THE SAID 677.801 ACRE TRACT; THENCE ALONG THE EASTERLY SIDE OF THE SAME,

(3) NORTH  $4^{\circ}14'30''$  EAST, 3873.49 FEET TO A 4 X 4 SURVEY POST MARKED L3, A,B,4, STANDING AT THE NORTHEAST CORNER OF THE SAID 677.801 ACRE TRACT, AND THENCE ALONG THE NORTHEAST SIDE OF THE SAME,

(4) NORTH  $51^{\circ}31'$  WEST, 3400.2 FEET TO THE PLACE OF BEGINNING.

ALSO, AN EASEMENT OF WAY FOR ROAD PURPOSES AND UTILITY PURPOSES, OVER A STRIP OF LAND 10 FEET WIDE, LYING ADJACENT, CONTIGUOUS AND SOUTHWESTERLY OF COURSE AND DISTANT NO. (2) OF THE ABOVE DESCRIBED 356.767 ACRE TRACT, TO-WIT: (2) SOUTH  $72^{\circ}56'30''$  EAST, 4023.4 FEET.

LEGAL DESCRIPTION - PAGE 2

PARCEL II:

A WELL LOT, OF SIZE, 50 FEET BY 50 FEET SQUARE, DESCRIBED AS FOLLOWS TO-WIT; COMMENCING AT SURVEY STAKE, STANDING IN THE CENTER LINE OF AN EASEMENT FOR ROAD PURPOSES AND UTILITY PURPOSES, HERINAFTER DESCRIBED, AND FROM WHICH A STEEL BAR STANDING AT A 6X6 GATE POST MARKED "2", STANDING AT THE SOUTHEAST CORNER OF THE SAID 677.801 ACRE TRACT BEARS THE FOLLOWING TWO (2) COURSES AND DISTANCES:

FIRST: ALONG THE CENTER OF THE SAID EASEMENT OF WAY FOR ROAD PURPOSES AND UTILITY PURPOSES, SOUTH 38° 31' WEST, 124.74 FEET TO SURVEY STAKE, STANDING AT POINT "B" ON THE NORTHEAST SIDE OF THE CALIFORNIA STATE HIGHWAY (90 FEET WIDE), AND

SECOND: ALONG THE NORTHEAST SIDE OF THE CALIFORNIA STATE HIGHWAY AND SOUTHWEST SIDE OF THE SAID 677.801 ACRE TRACT, SOUTH 51° 29' EAST, 1000.48 FEET TO THE SAID SOUTHEAST CORNER OF THE SAID 677.801 ACRE TRACT, AND RUNNING THENCE FROM SAID POINT OF BEGINNING, ALONG THE SOUTHWEST SIDE OF SAID WELL LOT,

- (1) SOUTH 51° 29' EAST, 25 FEET TO SURVEY POST; THENCE
- (2) NORTH 38° 31' EAST, 50 FEET TO A SURVEY POST; THENCE
- (3) NORTH 51° 29' WEST, 50 FEET TO SURVEY POST; THENCE
- (4) SOUTH 38° 31' WEST AT 17.47 FEET A POINT, NOW CALLED POINT "C", AT INTERSECTION WITH AN UNDERGROUND REINFORCED CONCRETE FORCE LINE, 16' INCHES IN DIAMETER, FOR FURTHER DESCRIPTION AND CONTINUE 50 FEET TO SURVEY POST, AND THENCE
- (5) SOUTH 51° 29' EAST, 25 FEET TO THE PLACE OF BEGINNING.

ALSO, AS AN APPURTENANCE TO THE SAID AND ABOVE DESCRIBED WELL LOT, CONTAINING 0.057 OF AN ACRE, AN EASEMENT OF WAY, FOR ROAD PURPOSES, AND UTILITY PURPOSES, 20 FEET WIDE, OVER A STRIP OF LAND 20 FEET WIDE, LYING EQUALLY 10 FEET IN WIDTH, ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, TO-WIT: COMMENCING AT SURVEY POST POINT "B", STANDING ON THE NORTHEAST SIDE OF THE CALIFORNIA STATE HIGHWAY (90 FEET WIDE), AND ON THE SOUTHWEST SIDE OF THE SAID RIANDA 677.801 ACRE TRACT, AND FROM WHICH A STEEL BAR STANDING AT A 6 X 6 GATE POST MARKED "2", STANDING AT THE SOUTHEAST CORNER OF THE SAID RIANDA 677.801 ACRE TRACT BEARS SOUTH 51° 29' EAST, 1000.48 FEET DISTANT, AND RUNNING THENCE ALONG THE CENTER OF THE SAID EASEMENT OF WAY,

- (1) NORTH 38° 31' EAST, 124.74 FEET TO THE ABOVE DESCRIBED WELL LOT.

EXCEPTING THEREFROM ALL THAT PORTION IN THE DEED TO THE STATE OF CALIFORNIA IN BOOK 1867, PAGE 288, OFFICIAL RECORDS.

PARCEL III:

AN EASEMENT OF WAY, AS AN APPURTENANCE TO THE ABOVE DESCRIBED PARCEL I, AND THE ABOVE DESCRIBED WELL LOT, SAID EASEMENT OF WAY BEING FOR THE OPERATION OF THE EXISTING REINFORCED CONCRETE FORCE LINE (HEREINAFTER REFERRED TO) AND FOR REPAIR, UPKEEP AND REPLACEMENT THEREOF, AND EXTENDING FROM THE ABOVE DESCRIBED WELL LOT, TO THE SOUTHWESTERLY SIDE OF THE ABOVE DESCRIBED PARCEL I, AND OVER A STRIP OF LAND 20 FEET WIDE, LYING EQUALLY 10 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, WHICH IS ALSO THE CENTER LINE OF THE SAID REINFORCED CONCRETE FORCE LINE, 16 INCHES IN DIAMETER, COMMENCING AT STATION, AND POINT "C" ON THE NORTHWEST SIDE OF THE ABOVE DESCRIBED WELL LOT, AND RUNNING THENCE OVER A PORTION OF THE SAID RIANDA 677.801 ACRE TRACT, (1) NORTH 11° 06' WEST, 3965.85 FEET TO ITS INTERSECTION WITH THE SOUTHWEST SIDE OF THE ABOVE DESCRIBED PARCEL I, AT POINT "A" OF THE DESCRIPTION THEREOF.

EXCEPTING AN EASEMENT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A PIPELINE OF PIPELINES, FOR IRRIGATION AND DOMESTIC USAGES, OVER A STRIP OF LAND 30 FEET WIDE, LYING CONTIGUOUS TO AND SOUTHEASTERLY OF THE COUNTY ROAD, FROM SOLEDAD TO GLORIA (40 FEET WIDE), WHICH IS ALSO THE NORTHWEST SIDE OF THE SAID 677.801 ACRE TRACT, AND LYING CONTIGUOUS TO COURSE AND DISTANCE NO. (1) OF THE ABOVE DESCRIBED 356.767 ACRE TRACT, AND SOUTHEASTERLY THEREOF, TO-WIT:

(1) SOUTH 17° 02' 45" WEST, 5019.1 FEET, AND BEING A PORTION OF THE SAME EASEMENT, FOR SUCH PURPOSES, AS CONVEYED IN THE DEED FROM STEPHEN H. RIANDA, ET UX., TO HILLVIEW FARMS CO., A COPARTNERSHIP, DATED JUNE 26, 1946, RECORDED AUGUST 14, 1946 IN VOLUME 924 AT PAGE 255 THEREIN, MONTEREY COUNTY OFFICIAL RECORDS, CALIFORNIA.

TOGETHER WITH THE UNDERGROUND REINFORCED CONCRETE FORCE LINE, 16 INCHES IN DIAMETER, TOGETHER WITH THE GATE VALVES THERETO, ATTACHED, WHICH IS NOW USED FOR THE PUMPING OF WATER, FROM THE ABOVE DESCRIBED WELL LOT, TO THE ABOVE DESCRIBED IN PARCEL I, AND WHICH CONCRETE FORCE LINE, LIES IN THE CENTER LINE OF THE EASEMENT 20 FEET WIDE FOR, THE SAME, HEREDINABOVE DESCRIBED UNDER PARCEL III.

**EXHIBIT B**  
**UPDATED SEWER IMPROVEMENT PLANS**



