

## RESOLUTION NO. 462

### RESOLUTION OF THE SUNNYSLOPE COUNTY WATER DISTRICT AUTHORIZING A JOINT ACQUISITION OF REAL PROPERTY WITH THE CITY OF HOLLISTER

WHEREAS, the Sunnyslope County Water District ("District") finds as follows:

A. District's Statutory Authority. District has the power under the California Water Code to do all acts necessary to carry out fully the provisions of the County Water District Law to provide sufficient water in the District for any present or future beneficial use (section 31001) and to acquire and use any property necessary to carry out the business of the District (sections 31040 and 31041).

B. Contracts with the City of Hollister. On April 15, 1991, District entered into a written agreement ("Joint Agreement") with the City of Hollister to jointly construct, own, operate and maintain facilities ("Treatment Facility") to transmit and treat water obtained through the San Felipe Division of the Central Valley Project ("San Felipe water"). On August 30, 1995, District and the City of Hollister entered into an "Agreement For Cost Sharing Of Professional Services In Connection With Proposed Water Treatment Plant" ("Cost Sharing Agreement").

On February 24, 1997, District and the City of Hollister supplemented the Joint Agreement and Cost Sharing Agreement by entering into a Memorandum of Understanding ("MOU") to define

their respective rights and interests and memorialize their joint principles and objectives in negotiating a long term municipal and industrial water supply agreement for conjunctive use of San Felipe water and groundwater.

C. Acquisition of Necessary Property. In order to provide a site for part of the Treatment Facility, District must acquire a certain parcel of real property located in San Benito County, California, APN 21-060-07, along with fee title to a 60-foot-wide strip of APN-21-070-01 (collectively hereinafter "Property"), and a 40-foot-wide temporary construction easement across APN-070-01 benefiting the property ("Easement").

D. Joint Acquisition Agreement. District finds it to be in District's best interest to enter into a Joint Acquisition Agreement with the City of Hollister providing that each party pay one-half of the purchase price of the Property and Easement plus one-half of the escrow costs as consideration for a one-half undivided ownership interest in the Property and Easements.

E. Finances. District has funds available to purchase a fifty-percent ownership interest in the Property and Easements. District may determine later to refinance part or all of the purchase price by authority of Water Code section 31300.

F. CEQA Compliance. Use of the Property as a site for part of the Treatment Facility was studied in an Environmental Impact Report ("EIR") prepared pursuant to the California Environmental Quality Act ("CEQA"). The Draft EIR was prepared and the Notice of Completion ("NOC") of the EIR was filed in the Office of Planning and Research in July 1995. The Draft EIR and NOC is hereby incorporated by reference.

In response to comments generated during the period of public review of the EIR from August 31, 1995 to September 15, 1995, a written Response to Comments was prepared on February 9, 1996. The Response to Comments contains (1) Corrections and Additions to the Draft EIR, (2) a description of the public process and (3) Written Comments on the Draft and the Responses. The Response to Comments is hereby incorporated by reference. A Mitigation Monitoring Program has been designed pursuant to the Public Resources Code section 21081.6.

The City of Hollister certified the Final EIR, which is comprised of the Draft EIR, Response to Comments and the Mitigation Monitoring Program, by Resolution No. 96-50 on March 18, 1996.

Conditions with respect to the need for the Property and the analysis of the site alternatives for the Treatment Facility remain the same as when certified by Hollister in the Final EIR.

The acquisition of the Property is a step in the implementation of the Treatment Facility project. However, the land acquisition itself will not have a significant effect on the environment. No mitigation measures are required before the District approves the acquisition of the Property.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. District adopts the above findings.
2. The Board approves the form of the Joint Acquisition Agreement, a true copy of which is attached hereto as Exhibit "A" to this Resolution, and authorizes the District to acquire a

one-half undivided ownership interest in the Property and Easements.

3. The District shall execute the Joint Acquisition Agreement and shall expend District funds for the purpose of purchasing its interest in the Property and Easements on the terms and conditions of the Joint Acquisition Agreement.

4. The Board directs and authorizes the General Manager of Sunnyslope County Water District to execute such documents and take such actions as may be necessary to proceed with the joint purchase of the Property and Easements.

5. In compliance with Public Resources Code section 21152(a), within five (5) days of adoption of this Resolution, a Notice of Determination ("NOD") shall be filed in the office of the San Benito County Clerk; within twenty-four (24) hours of filing, the NOD shall be posted for public notice in the Clerk's office.

THE FOREGOING RESOLUTION was passed and adopted at a regular meeting of the Board of Directors of the Sunnyslope County Water District held on July 21, 1998 by the following vote:

AYES: DIRECTORS: Hailstone, R. Anderson, D. Anderson & Fitch.

NOES: DIRECTORS: None.

ABSENT: DIRECTORS: Nelson.

SUNNYSLOPE COUNTY WATER DISTRICT

By Stephen B. Hailstone  
Stephen B. Hailstone  
Vice-President

(S E A L)

ATTEST:

Bryan M. Yamaoka  
Bryan M. Yamaoka, Secretary

**AGREEMENT BETWEEN THE CITY OF HOLLISTER AND  
SUNNYSLOPE COUNTY WATER DISTRICT TO JOINTLY ACQUIRE  
PROPERTY FROM JOSEPH CORNAGGIA, TRUSTEE AND RENO J.  
AND MEREDITH A. CORNAGGIA, TRUSTEES**

THIS AGREEMENT is entered into this 6th day of July, 1998 by and between CITY OF HOLLISTER ("City") and SUNNYSLOPE COUNTY WATER DISTRICT ("District") in consideration of the following facts:

RECITALS

A. On April 15, 1991, District and City entered into a written agreement ("Joint Agreement") to jointly construct, own, operate and maintain facilities ("Treatment Facility") to transmit and treat water obtained from the San Felipe Division of the Central Valley Project ("San Felipe Water").

B. On August 30, 1995, District and City entered into an "Agreement For Cost Sharing Of Professional Services In Connection With Proposed Water Treatment Plant" ("Cost Sharing Agreement").

C. On February 24, 1997, District and City supplemented the Joint Agreement and Cost Sharing Agreement by entering into a Memorandum of Understanding ("MOU") to define their respective rights and interests and memorialize their joint principles and objectives in negotiating a long term municipal and industrial water supply agreement for conjunctive use of San Felipe water and groundwater.

D. On July 6, 1998, City executed a Right of Way Agreement ("Purchase Agreement") with Joseph Cornaggia, Trustee and Reno J. and Meredith A. Cornaggia, Trustees (collectively "Grantor"), fee owner of two parcels of real property located in San Benito County, California, APN 21-060-07 ("Parcel 1") and APN 21-070-01 ("Parcel 2"). Parcel 1 and Parcel 2 are more particularly described in Exhibits A and B, respectively, which are attached and incorporated herein.

E. The Purchase Agreement provides that City will pay Grantor two hundred ninety-seven thousand eight hundred seventy-one dollars (\$297,871.00) in exchange for fee title to Parcel 1 and fee title to a sixty-foot-wide strip of Parcel 2 (collectively hereinafter "the Property") along with a temporary construction easement forty feet in width across Parcel 2 ("Easement"). The Easement is more particularly described in Exhibit C which is attached hereto and incorporated into this Agreement.

F. The Property and the Easement will provide a site for part of the Treatment Facility.

G. By Resolution 462 of the Sunnyslope County Water District, District is authorized and directed to acquire and own the Property and the Easement jointly with City.

H. Use of the Property as a site for part of the Treatment Facility was studied in an Environmental Impact Report ("EIR") prepared pursuant to the California Environmental Quality Act ("CEQA"). The Draft EIR was prepared and the Notice of Completion ("NOC") of the EIR was filed in the Office of Planning and Research in July 1995. The Draft EIR and NOC are hereby incorporated by reference.

I. In response to comments generated during the period of public review of the EIR from August 31, 1995 to September 15, 1995, a written Response to Comments was prepared on February 9, 1996. The Response to Comments contains (1) Corrections and Additions to the Draft EIR, (2) a description of the public process and (3) Written Comments on the Draft and the Responses. The Response to Comments is hereby incorporated by reference. A Mitigation Monitoring Program has been designed pursuant to the Public Resources Code section 21081.6.

J. City certified the Final EIR, which is comprised of the Draft EIR, the Response to Comments and the Mitigation Monitoring Program, by Resolution No. 96-50 on March 18, 1996.

NOW, THEREFORE, for valuable consideration, City and District hereby agree as follows:

1. JOINT ACQUISITION AND USE. City and District shall jointly acquire and use the Property and Easement for the purpose of constructing, owning, operating, maintaining and using the Treatment Plant. The joint acquisition shall be accomplished in one escrow transaction by means of the following three steps:

1.1. District and City will each deposit one hundred forty-eight thousand nine hundred thirty-five dollars and fifty cents (\$148,935.50) into escrow.

1.2. City will pay Grantor two hundred ninety-seven thousand eight hundred seventy-one dollars (\$297,871.00) as consideration for fee title to the Property and for the Easement.

1.3. District will pay City one hundred forty-eight thousand nine hundred thirty-five dollars and fifty cents (\$148,935.50) and City will grant District title to a one-half undivided interest in the Property and Easement.

2. City and District will direct Chicago Title Co., the escrow company for the transaction, that City and District will equally divide the escrow costs for the transaction. Escrow costs for the transaction are estimated to be two thousand dollars (\$2,000.00).



3. COUNTERPARTS. This Agreement may be executed in counterparts, each of which when fully executed shall be deemed an original.

The duly authorized representatives of City and District sign this JOINT ACQUISITION AGREEMENT on behalf of City and District.

**CITY OF HOLLISTER**

**SUNNYSLOPE COUNTY WATER DISTRICT**

*for*  
Richard K Boone  
Ken Duran, Mayor

Stephen B. Hailstone for  
Marchel Nelson, President

Frank D. Felice  
Frank D. Felice, Clerk

Bryan Yamaoka  
Bryan Yamaoka, Secretary

**APPROVED AS TO FORM BY:**

Elaine M Cass  
Elaine Cass  
City Attorney  
City of Hollister

Lloyd W. Lowrey, Jr.  
Lloyd W. Lowrey, Jr.  
Counsel  
Sunnyslope County Water District



**LEGAL DESCRIPTION FOR  
CORNAGGIA**

A 60 FOOT STRIP OF LAND ADJOINING AND NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF LOT 29 OF R.D. WALKER'S SANTA CLARA VALLEY FARMS, IN THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, ACCORDING TO THE MAP FILED NOVEMBER 13, 1916 IN VOL. 2, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE SAID SOUTHEASTERLY LINE BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF LOT 29 OF SAID SANTA CLARA VALLEY FARMS, SAID POINT BEING THE COMMON POINT OF LOT 29 AND 30 AND SAID POINT ALSO BEING ON THE NORTHERLY LINE OF OLD SAN JUAN & NEW IDRIA ROAD AS SHOWN ON SAID SANTA CLARA VALLEY FARMS, SAID ROAD NOW NAMED UNION ROAD, THENCE

NORTH 37° 26' EAST, 7.847 CHAINS ALONG THE COMMON LOT LINE OF SAID LOTS 29 AND 30, THENCE

NORTH 28° 15' EAST, 3.30 CHAINS ALONG SAID COMMON LOT LINE, THENCE

NORTH 17° 03' EAST, 8.20 CHAINS ALONG SAID COMMON LOT LINE, THENCE

NORTH 26° 19' EAST, 4.32 CHAINS ALONG SAID COMMON LOT LINE, THENCE

NORTH 54° 36' EAST, 2.80 CHAINS ALONG SAID COMMON LOT LINE, THENCE

NORTH 35° 19' EAST, 4.00 CHAINS ALONG SAID COMMON LOT LINE TO THE WESTERLY MOST CORNER OF SAID LOT 29, SAID POINT BEING COMMON TO LOTS 25, 26, 29, AND 30 OF SAID SANTA CLARA VALLEY FARMS, AND SAID 60 FOOT STRIP OF LAND,

THE NORTHWESTERLY LINE, OF SAID 60 FOOT STRIP OF LAND BEING PARALLEL AND 60 FEET NORTHWEST OF SAID COMMON LINE BETWEEN LOTS 29 AND 30 OF SAID SANTA CLARA VALLEY FARMS,

THE COURSES OF SAID NORTHWESTERLY LINE BEING LENGTHENED OR SHORTENED, AS NECESSARY TO FORM A CLOSED TRAVERSE,

AND CONTAINING 2.780 ACRES (121,114.94 SQUARE FEET), MORE OR LESS,

TOGETHER WITH AN EASEMENT OVER A 40 FOOT STRIP OF LAND FOR SLOPE, UTILITY, AND TEMPORARY CONSTRUCTION PURPOSES, ADJOINING AND NORTHWESTERLY OF SAID 60 FOOT STRIP OF LAND.

SAID EASEMENT SHALL BE KEPT CLEAR OF ANY TYPE OF BUILDING, FENCES, STRUCTURE, PAVEMENT, OR TREES, UNLESS PRIOR WRITTEN APPROVAL IS OBTAINED FROM CITY.

LEGAL DESCRIPTION FOR CORNAGGIA - PAGE 2

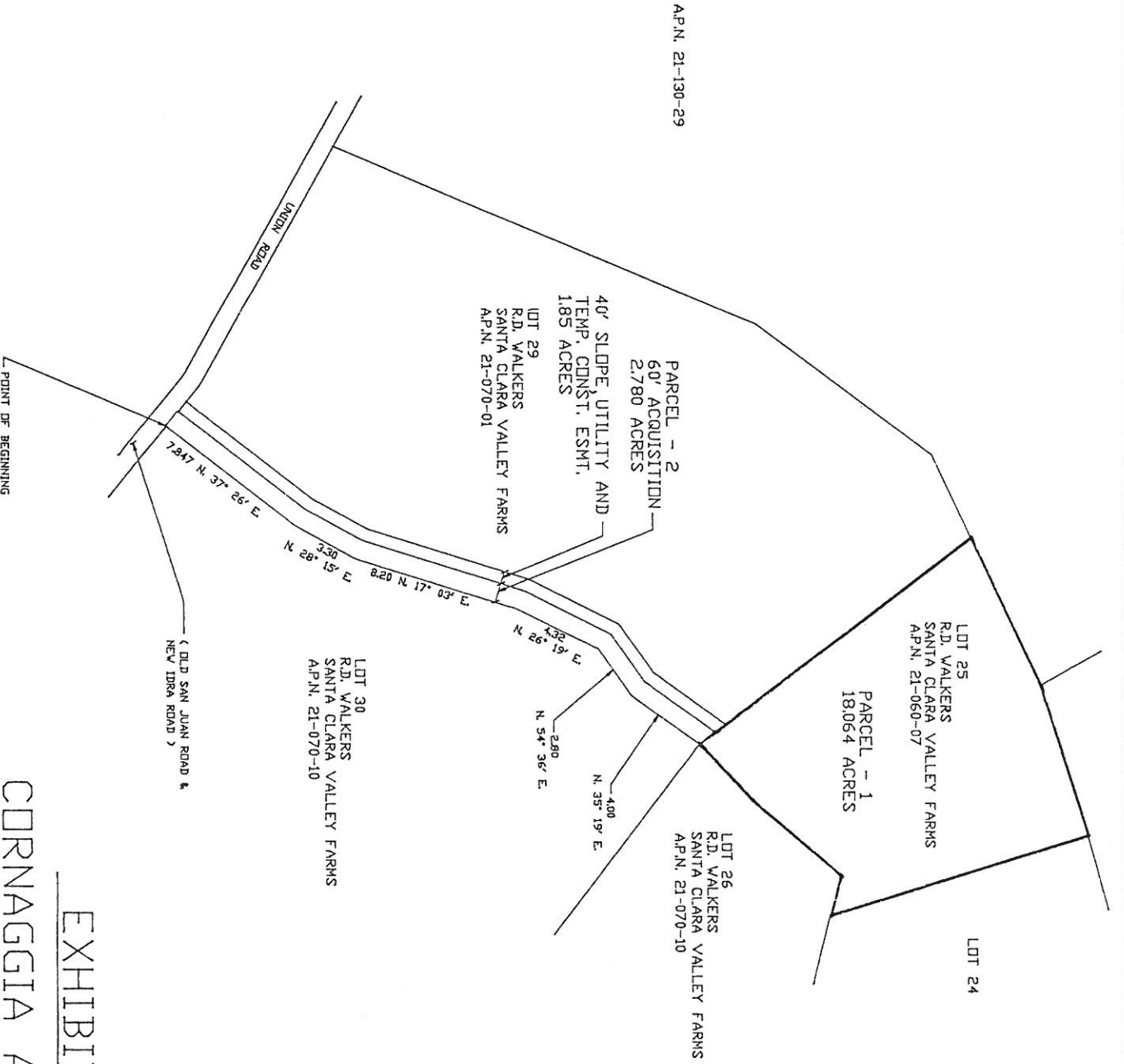
THE EASEMENT SHALL INCLUDE THE RIGHT TO CONSTRUCT, RECONSTRUCT, INSPECT, MAINTAIN, AND REPAIR PIPELINES, UTILITIES AND APPURTENANT STRUCTURES, TOGETHER WITH THE RIGHT TO TRIM OR REMOVE SUCH TREES OR BRUSH WITHIN THE EASEMENT AREA AS MAY CONSTITUTE A HAZARD TO PERSONS OR PROPERTY OR MAY INTERFERE WITH THE USE OF THE SAID AREA FOR THE PURPOSES GRANTED. IT ALSO SHALL INCLUDE THE RIGHT TO ENTER UPON SAID LAND WITH VEHICLES, TOOLS, IMPLEMENTS, AND OTHER MATERIALS, TAKE THEREFROM AND USE , EARTH, ROCK SAND, AND GRAVEL FOR THE PURPOSE OF EXCAVATING, WIDENING, DEEPENING, AND OTHERWISE RECTIFYING THE PIPELINES AND FOR THE CONSTRUCTION, MAINTENANCE, AND REPAIR OF SAID PIPELINES, UTILITIES AND APPURTENANT STRUCTURES BY SAID CITY ITS OFFICER, AGENTS, AND EMPLOYEES, AND BY PERSONS UNDER CONTRACT OR FRANCHISE WITH IT AND THEIR EMPLOYEES WHENEVER AND WHEREVER NECESSARY FOR PIPELINES, UTILITIES AND APPURTENANT STRUCTURES.

CITY SHALL ALSO HAVE THE RIGHT TO MARK THE LOCATION OF SAID DESCRIBED AREA BY SUITABLE MARKERS, BUT SAID MARKERS SHALL BE PLACED IN FENCES OR OTHER LOCATIONS WHICH WILL NOT INTERFERE WITH ANY REASONABLE USE FIRST PARTY SHALL MAKE OF SAID STRIP.



A handwritten signature in cursive script that reads "Clint G. Quilter".

CLINT G. QUILTER  
EXP. 9/30/2000  
L.S. 6839



NO SCALE  
LENGTH IS IN CHAINS




EXHIBIT A  
CORNAGGIA ACQUISITION

DATE: NOVEMBER 21, 1996

DRN. BY LCG.