



Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108

A Public Service Agency

Phone: (805) 969-4200
www.montsan.org

BOARD PACKET

For the the Special Board Meeting on:

Wednesday, October 12, 2022

1. AGENDA..... [Agenda+2022-10.12.pdf \(montsan.org\)](#)
2. MONTECITO GSA PRESENTATION SLIDES FROM SEPTEMBER 22, 2022..... 2
3. CLOSED SESSION ITEM 3A – GSA MONITORING WELL LICENSE AGREEMENT 11



Montecito Sanitary District

Request for Easement on MSD Property for Groundwater Monitoring Well

Montecito Sanitary District
Board of Directors

September 22, 2022

montecitogsa.com

Background

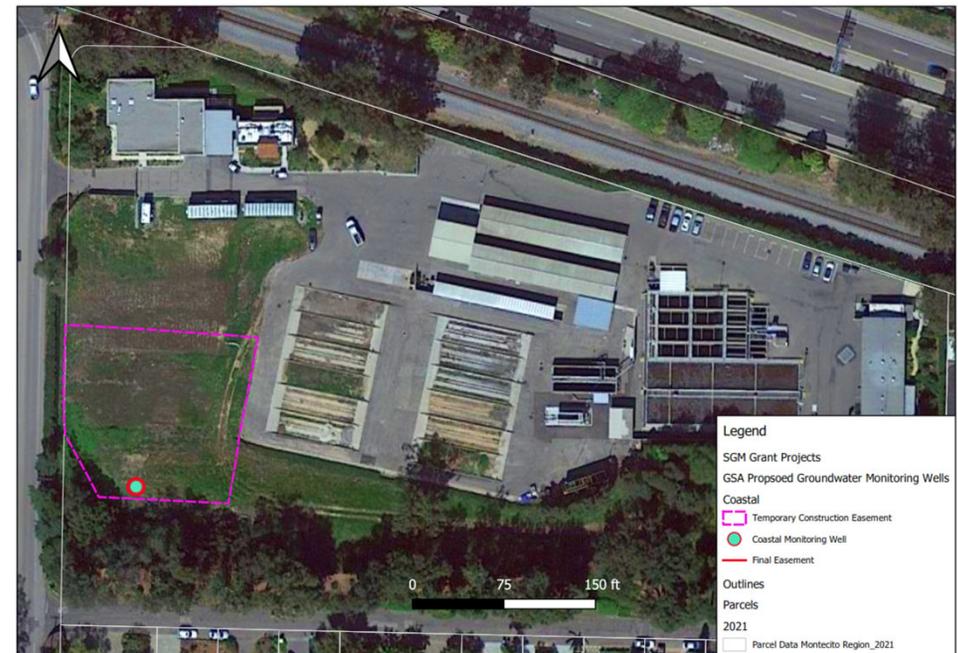
- MWD formed Montecito Groundwater Sustainability Agency (GSA) in 2018
- GSA's mission is to “ensure a reliable and sustainable groundwater supply for the community through effective basin management pursuant to the Sustainable Groundwater Management Act”
- To achieve this mission, the GSA is implementing several grant funded projects - one of which is installing a network of monitoring wells to provide needed data on groundwater level and quality for the basin



Easement Request

Request from Montecito Sanitary District:

- Temporary construction easement
- Permanent access easement
- Goal: Install, maintain, and access monitoring well
- Reviewed and supported by GSA Strategic Planning Committee, September 13, 2022



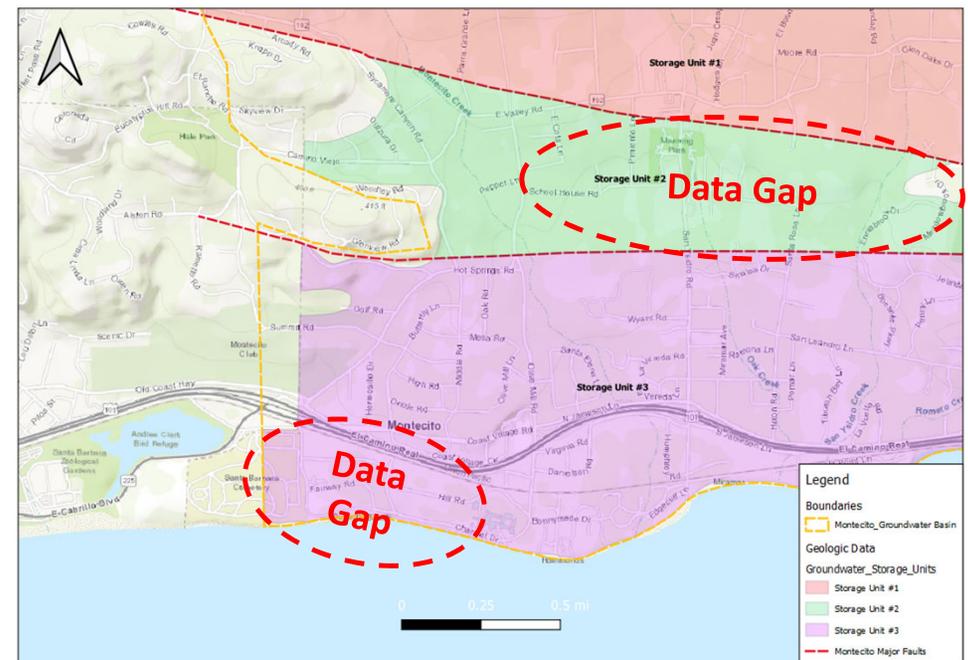
Proposed Monitoring Well

Purpose

- Monitoring groundwater levels and quality for potential Seawater Intrusion
- Fill data gaps by providing more geologic data on aquifer

Background

- Very few wells in area, existing wells not deep enough or not properly constructed
- MSD property is suitable because:
 1. Close proximity to coastline
 2. Public land; Good working relationship between agencies



The role of a monitoring well is providing data that is essential for the ongoing evaluation of the health and sustainability of the Montecito Groundwater Basin.

Proposed Location

- Location selected after three site visits with MSD staff and drilling company
 - Considered other locations on the property
- Attempts to mitigate impacts to current and long term operations
- Avoids areas dedicated to possible future recycled water plans
- Accommodates required utility offsets
- High point of site, avoids inundation or contamination



Temporary Easement Considerations

Limited Construction

- 20,000 square feet
- Short term project (approx. 1-2 months)
- Monday-Friday day time hours

Sound mitigation

- Presence of trees
- Temporary sound wall
- Drill rig orientation

Compensation

- GSA obtained third party valuation, establishes compensation amount based on neighboring land values and easement areas



Permanent Easement Considerations

Limited Area

- Easement area = approx. 7' radius circle
- Small, low profile well head

Minimal Access

- Sampling every 3 months (2-3 hours per visit) for groundwater level and water quality data

Compensation

- GSA obtained third party valuation, establishes compensation amount based on neighboring land values and easement areas



Easement Request Summary

For the installation of, and ongoing access to, a Groundwater Monitoring Well:

Montecito GSA requests of Montecito Sanitary District a temporary easement for construction and a permanent easement for facility access.

If supported by the MSD Board of Directors, GSA would return with finalized documents for MSD consideration:

- Easement Deed (with exhibits)
- Coastal Development Permit Request



Monitoring wells collect data for the ongoing evaluation of the health and sustainability of the Montecito Groundwater Basin.

Questions



Recording requested by:

When recorded, mail to:

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code § 27388.1(2)(D) Public Agency
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383
No fee pursuant to Government Code § 6103

MONITORING WELL LICENSE AGREEMENT

This Monitoring Well License Agreement (“Agreement”) is made and entered into by and between Montecito Groundwater Basin Groundwater Sustainability Agency (“**Agency**”) and Montecito Sanitary District (“**Grantor**”). Agency and Grantor may be collectively referred to herein as “Parties” and each individually as a “Party”.

RECITALS

- A. Grantor owns certain real property located at 910 Channel Drive, Santa Barbara, CA 93108 which is identified by the Santa Barbara County Assessor’s office as Assessor’s Parcel Number 009-282-001 and which is hereinafter referred to in the Agreement as the “Property”.
- B. Agency is mandated by the State of California to manage the Montecito Groundwater Basin pursuant to the Sustainable Groundwater Management Act, Water Code §§10720 – 10737.8, though the development and implementation of a Groundwater Sustainability Plan.
- C. Supporting its effort to sustainably manage the Montecito Groundwater Basin, the Agency seeks to install a groundwater monitoring well (“Monitoring Well”) on the Property in the License Area for the purpose of monitoring groundwater levels and quality. Grantor supports the Agency and the installation of the Monitoring Well in the License Area on the Property.
- C. Grantor and Agency enter into this Agreement for the purposes of setting forth the understanding of Grantor and Agency relative to the installation, monitoring, maintenance, and use of the Monitoring Well.

Based on the foregoing, the Parties to this Agreement mutually agree as follows:

TERMS

1. License

Grantor hereby grants to Agency a personal, revocable, and non-assignable license to access and enter the property and to construct, install, maintain, operate, and repair (collectively referred to as “Work”) a Monitoring Well in the location depicted in Exhibit “A”. The location depicted in Exhibit “A” shall be referred to herein as the “License Area”. Said license shall extend to agents and/or contractors directly retained by Agency for the construction, installation, maintenance and operation of the Monitoring Well. Said license shall include the right to temporarily park and operate construction equipment and vehicles necessary to complete the Monitoring Well installation, and the right to temporarily stockpile pipe, equipment, dirt, and/or other materials related to the Monitoring Well installation in a Temporary Construction Area also depicted in Exhibit “A”. Grantor agrees not to alter the License Area in any manner that negatively impacts the maintenance and operation of the Monitoring Well or in any manner that is inconsistent with the License granted hereunder.

2. Monitoring Well Installation and Operation

a. Construction and installation of the Monitoring Well will be performed in accordance with the project description attached hereto as Exhibit “B”. Upon completion, the top-of-well casing shall be flush with the finish ground surface and equipped with a lockable, watertight cover. Agency may also install ground-surface and other associated appurtenances, as required for the regular operation and protection of the Monitoring Well.

b. Agency shall perform all Work described in the Agreement in accordance with applicable local, state, federal and/or industry laws, regulations and/or standards.

c. Agency shall require any contractor performing Work pursuant to this Agreement to list Grantor as an additional insured on the contractor’s applicable insurance policy for the work, with coverage limits in accordance with industry standards.

d. Agency shall provide Grantor with a minimum 24 hours notice prior to the need for access to the Property to perform the Work.

e. Under no circumstances shall the Work impede or negatively impact any operations of Grantor. In the event Grantor determines that the Work is impeding or negatively impacting operations of Grantor, Grantor will provide notice to Agency and Agency will have an opportunity to cure the issue in accordance with Section 9 of this Agreement.

3. Term

The term of this Agreement shall be for an initial period of five (5) years, commencing upon the date this Agreement is fully executed by both Grantor and Agency, subject to such provisions for termination as described herein. The Parties may terminate this Agreement upon six months prior written notice.

4. Options to Extend

a. Provided Agency is not in default of this Agreement beyond applicable notice and cure periods, and subject to the terms and conditions set forth herein, this Agreement will automatically renew for up to ten (10) additional terms of two (2) years each, unless either Party provides written notice of intent to terminate this Agreement at least six (6) months prior to the expiration of the then-current term.

b. The Parties agree to meet and confer six months prior to the expiration of the 10th additional term, to discuss an amendment to extend this Agreement beyond the 25-year time frame established by the initial term and the ten additional terms.

5. Compensation

Agency will pay to Grantor the sum of *insert sum in words and (number)*, as consideration in full for the rights granted under this Agreement. One half of said sum (*insert number for half of sum*) shall be paid within forty-five (45) days of the date this Agreement is fully executed by both Grantor and Agency. The remaining one half (*insert number for half of sum*) shall be paid within forty-five (45) days of substantial completion of installation of the Monitoring Well.

6. Ownership, Maintenance, and Repair of the Monitoring Well

Grantor and Agency agree that Agency shall be the owner of the Monitoring Well during the term of this Agreement. As the owner of the Monitoring Well, Agency shall be responsible for the maintenance and repair of the Monitoring Well at its sole cost and expense. Grantor shall have no duties and/or responsibilities for maintenance and repair of the Monitoring Well. Whenever Grantor makes a maintenance or repair request in writing regarding the Monitoring Well, Agency shall respond to the request within 5 business days. In its response, Agency shall identify the number of days required to complete the requested maintenance or repair.

7. Property Condition and Restoration

Agency agrees to take all necessary precautions to avoid damaging the License Area and/or Property when performing any Work associated with the Monitoring Well. In the event that Agency, including its agents and/or contractors, causes damage to the License Area and/or Property arising from and/or related to the exercise of the License granted hereunder, Agency agrees to either reimburse Grantor for any damages caused solely by the Agency, including its agents and/or contractors, or to repair any damages caused solely by the Agency, including its agents and/or contractors. Upon removal of the monitoring well, the Parties shall conduct a final inspection to ensure that the License Area is restored to its original condition.

8. Abandonment

If Agency terminates, abandons, vacates, or surrenders use of the Monitoring Well, Agency shall be responsible for all costs and expenses attendant to abandonment of the Monitoring Well, including but not limited to the cost of removal of Agency's personal property,

materials and equipment, and restoration of the License Area and/or Property to substantially the same condition as existed prior to the installation of the Monitoring Well.

9. Default

Should either Party at any time hereunder with respect to any material term, covenant, condition or reservation contained herein be in default, the non-defaulting Party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of forty-five (45) calendar days from such notice this Agreement shall terminate at the option of the non-defaulting party, unless the cure of such default shall reasonably take more than forty-five (45) calendar days in which case the defaulting party shall proceed with due speed to cure the default and shall have a reasonable time to effectuate its cure.

10. Indemnity

a. Agency agrees to defend, indemnify, and hold Grantor and its agents, employees, officers, and representatives, harmless from and against any action, claim, and/or liability arising out of the negligence of Agency or its agents, employees, officers and representatives in the performance of duties under the Agreement.

b. Grantor agrees to defend, indemnify, and hold Agency and its agents, employees, officers, and representatives, harmless from and against any action, claim and/or liability arising out of the negligence of Grantor or its agents, employees, officers and representatives in the performance of duties under the Agreement.

c. In the event that Agency and Grantor are both negligent as to any action, claim and/or liability arising out of the performance of duties under this Agreement, the defense and indemnity requirements of this Agreement will be borne by each party in proportion to the amount that each Party's fault contributed to the overall action, claim and/or liability.

11. Amendments

This Agreement may only be amended, modified and/or revised by written consent of both Parties.

12. Entire Agreement

The Parties to this Agreement intend that their discussions, negotiations and statements made prior to the execution of this Agreement are fully integrated and expressed herein, and no such discussions, negotiations, and statements shall be deemed to create rights and obligations other than those stated herein.

13. Severability

If any provision(s) contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not

affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Waiver

It is understood that any waiver, express or implied, of any term of this Agreement, of any default or breach of this Agreement, shall not be deemed to be a waiver of any continuing or subsequent default or breach of any other provision of this Agreement. Waivers of provisions of this Agreement must be in writing and signed by the waiving Party.

15. Authorization

The signatories to this Agreement represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind the respective Parties to its terms or to carry out the duties contemplated herein.

16. Notices

All notices required to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, postage prepaid, return receipt requested, and addressed to the respective parties as follows:

If to Agency: Montecito Groundwater Basin Groundwater Sustainability Agency
Attn: Nicholas Turner, General Manager
583 San Ysidro Road,
Santa Barbara, CA 93108
Email: nturner@montecitowater.com

If to Grantor: Montecito Sanitary District
Attention: Bradley Rahrer, General Manager
1042 Monte Cristo Lane,
Santa Barbara, CA 93108
Email: brahrer@montsan.org

Courtesy Copy to: Colantuono, Highsmith & Whatley, PC
Attention: General Counsel
790 E. Colorado Blvd, Ste. 850
Pasadena, CA 91101
Email: agiragosian@chwlaw.us

17. Counterparts

This Agreement may be executed in counterparts and each of the counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Agency have executed this Agreement by the respective authorized officers as set forth below to be effective as of the last date of execution.

GRANTOR:

Montecito Sanitary District

By: _____ Date: _____

Name:

Title: General Manager

AGENCY:

Montecito Groundwater Basin Groundwater Sustainability Agency

By: _____ Date: _____

Name:

Title: General Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

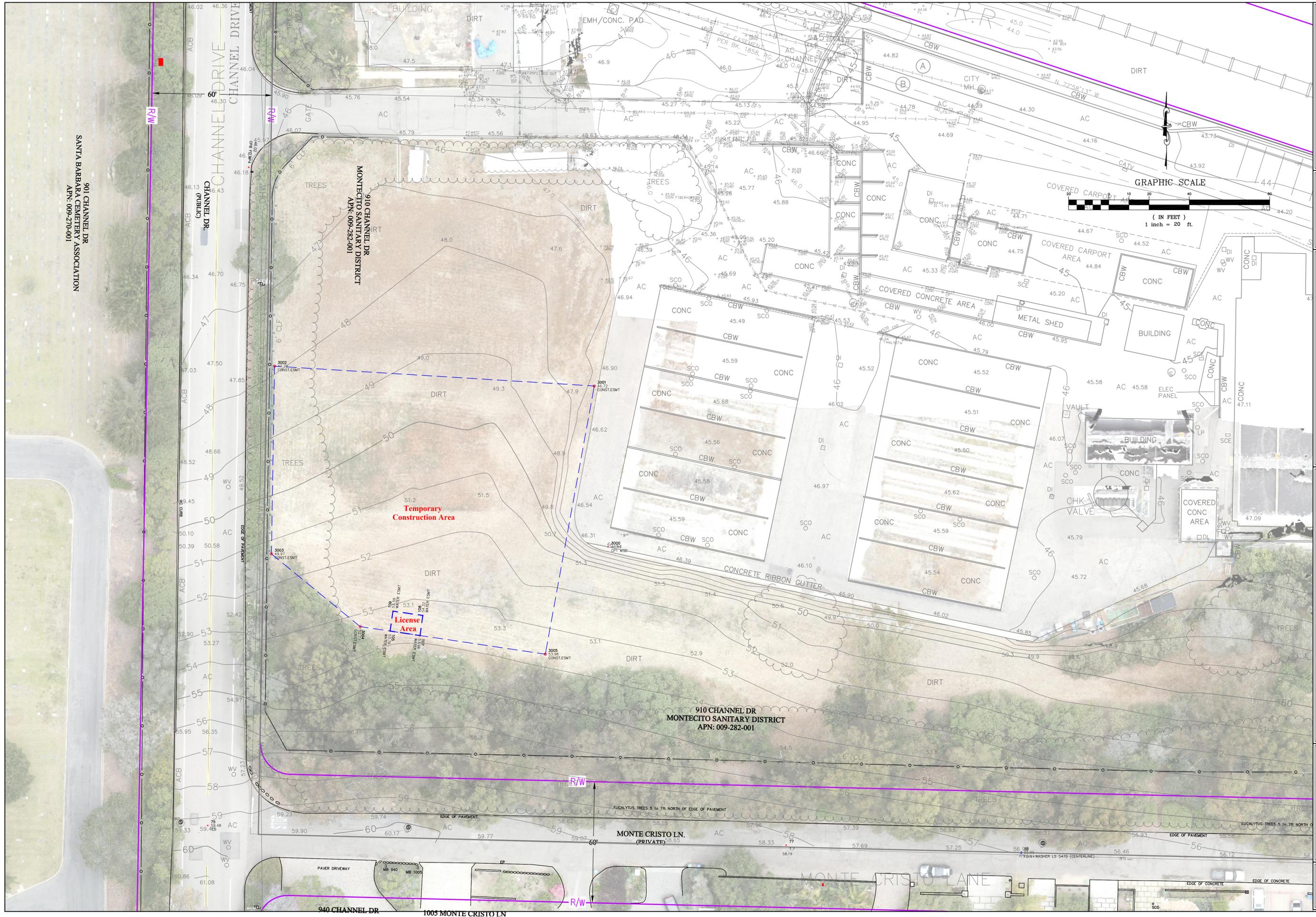
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

901 CHANNEL DR
SANTA BARBARA CEMETERY ASSOCIATION
APN: 009-270-001



PROBER
Land Surveying
645 Flora Vista Drive, SB, CA 93109
(805) 452-9690 plst@prober.net
www.ProberLandSurveying.com



Montecito Groundwater Sustainability Agency
Proposed License Agreement Areas
910 Channel Drive

Surveyor's Notes:
1. BOUNDARY DATA:
2. HORIZONTAL DATUM:
3. VERTICAL DATUM:
4. PARCEL SIZE:
5. EASEMENTS:
6. ORTHOMOSAIC:
7. PHOTOGRAPHS:
8. TOPOGRAPHY:

(R) Montecito Land Co. (R) 18 PM 02, & (R) 79 PM 9
NAD83 (NAD83) DATUM: SFC CAMS EPOCH 2021 750 SMARTNET NA RTCM ID 3229
NAD83 (NAD83) DATUM: SFC CAMS EPOCH 2021 750 SMARTNET NA RTCM ID 3229
N/A
A CURRENT TITLE REPORT IS REQUIRED TO PLOT AND VERIFY ALL EASEMENTS
IMAGE OVERLAY / DOI NUMBER: 10/10/2021 10/10/2021 10/10/2021
SAGE CONSULTANTS

Drawn By: JKP
Field Work Performed: Sept. 2022
Scale: 1 inch = 20 ft.



Exhibit B

Montecito Groundwater Basin Groundwater Sustainability Agency

Proposed Coastal Groundwater Monitoring Well

October 2022

Project Description

Background:

The Montecito Groundwater Basin Groundwater Sustainability Agency (Agency) was formed in 2018 for the purpose of sustainably managing the Montecito Groundwater Basin (Basin) as defined by the Sustainable Groundwater Management Act (SGMA).

In May of 2020, the Agency was awarded funds from the California Department of Water Resources through the Sustainable Groundwater Management Grant (Grant), to conduct several projects to assist with the development of the Agency's Groundwater Sustainability Plan (GSP). As a coastal basin with historically unregulated groundwater extraction, there is the potential for the Basin to experience several undesirable results, as defined by SGMA, including chronic lowering of groundwater levels, degradation of water quality, and sea water intrusion.

One of the Grant funded projects is the development of a groundwater monitoring well network. The purpose of the monitoring network is to provide data for incorporation into existing and future numerical models of the Basin. In coastal groundwater monitoring wells, an additional purpose is to monitor for sea water intrusion. Coastal wells in the network will be used to assess existing and potential sea water intrusion risk. The Agency has a network of pre-existing groundwater wells throughout the Basin and seeks to construct an additional purpose-built coastal monitoring well to fill data gaps and augment the existing monitoring well network.

Monitoring Well Design:

Drilling of one groundwater monitoring well by the Montecito Groundwater Sustainability Agency on a 6.29-acre parcel owned by the Montecito Sanitary District located at 910 Channel Drive (APN 009-282-001). The well will consist of a 12–16-inch diameter bore hole up to a maximum depth of 1000 ft. Installation of the monitoring well will not result in the production any water and will be capped at ground level. The well site is proposed for the southwest area of the parcel, just east of parcel boundary with Channel Drive (Exhibit A).

An exploratory borehole would be drilled to a depth of up to 1000 feet below ground surface (bgs). The borehole would be backfilled to approximately 500 feet bgs and completed with up

to three 2-inch casings. The borehole would be advanced via mud rotary methods. A temporary work area of approximately 20,000 square feet would be required (Exhibit A).

The well will be completed with an at-grade vehicle-rated sealed vault, resulting in no permanent aboveground footprint.

Construction Schedule:

Construction is estimated to begin in December 2022 and would be completed in approximately four to eight weeks, barring any drill rig interruptions.

Construction Activities:

Construction materials required for the monitoring well includes steel and PVC well casings; sand and gravel, drilling mud, cement slurry, and natural earth material for backfill. The staging areas for well construction would be located at the proposed work area (Exhibit A).

Well construction would primarily entail drilling activities within the work areas. A mud rotary drill rig would be used. In general, the process of well construction and testing would consist of site preparation, mobilization of drill rig and supporting equipment, borehole advancement, well construction, well development, demobilization, and test pump installation. Well construction using mud rotary methods requires the use of a drill rig and supporting equipment (e.g., mud pumps and separator, etc.), loader, baker tank(s), water truck, temporary sanitary facilities, and smaller support trucks.

The following is a description of the phases of construction:

- **Site Preparation:** The well pad is scraped and graded to produce a flat work area. Material may be stockpiled or formed into berms to route runoff and contain drilling fluid and cuttings. An auger rig drills and installs a large-diameter conductor casing to 50 or more feet bgs and a cement seal is installed to prevent downward migration of surface contamination into the underlying aquifer.
- **Mobilization:** A drill rig and supporting equipment are mobilized to the site. The drill rig is positioned over the well location and supported on hydraulic jacks. Supporting equipment are positioned near the drill rig and a receiving area for cuttings is prepared. Temporary crew shade and sanitary facilities are positioned onsite as necessary.
- **Borehole Advancement:** The mobilized drill rig advances the borehole to the anticipated total depth. During drilling, cuttings are returned to the surface. Samples are collected at 10-foot or less intervals to characterize the subsurface. Typically, drilling advances at a rate of 50 to 100 feet per day.

- **Interval Testing:** During construction, short-term zonal pumping tests would be conducted via installation of temporary casing within the borehole using tooling on the drill rig to assess water quality at depth.
- **Well Construction:** Upon advancing the pilot borehole to the desired depth, the well is designed through analysis of data from the cuttings and downhole geophysical surveys. The pilot borehole is reamed to an appropriate diameter and the cuttings are stockpiled onsite. Well casing and annular fill material is delivered to the site. The well casing is assembled and lowered into the borehole, and annular fill material is emplaced, including a cement seal.
- **Well Development:** Utilizing compressors and pumps on the drill rig, water is pumped from the well to remove water and drilling mud introduced to the formation during the drilling process. Chemical additives are introduced to break down drilling mud and facilitate development. Physical development techniques are utilized to force water through the well screens and gravel pack. Water quality parameters are monitored until the produced water is clear and parameters have stabilized. Development water is typically spread onsite or may be trucked offsite for disposal.
- **Demobilization and Test Pump Installation:** The drill rig and supporting equipment are demobilized from the well pad and the wellhead is finished with an at-grade vault. A pump installation rig installs an appropriately sized test pump and motor that will be utilized for short- term pumping tests.

Future Monitoring Activities:

After construction, the monitoring well would have water samples collected from each 2-inch-casing on a quarterly basis with a small temporary submersible pump deployed manually from a standard work truck and powered by battery or small portable generator. Produced test water will be trucked offsite for disposal, disposed of at the sanitary facility (with prior approval) or, if desirable, may be utilized to irrigate landscaping onsite. Additionally, groundwater levels and electrical properties will be obtained from monitoring tools installed within each casing.