COUNTY OF SONOMA
PUBLIC INFRASTRUCTURE
Santa Rosa, California

Date: _____

Owner/Grantor: THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION
APN: 131-150-029
Project Name: 2019 FEMA – Storm Damage Road Restoration Project
County Project No.: C31859
Federal Project No.: 106285 (FEMA)

RIGHT OF WAY CONTRACT - PUBLIC HIGHWAY

This Right of Way Contract (this "Contract") is executed by and between the City of Santa Rosa, a municipal corporation ("City" or "Grantor") and the County of Sonoma ("County" or "Grantee") effective as of _____, 2025 ("Effective Date").

RECITALS

A. City owns that certain real property commonly known as Sonoma County Assessor's Parcel Number 131-150-029 ("Property").

B. In connection with its 2019 FEMA – Storm Damage Road Restoration Project ("Project"), Grantee requires a 1,511 square foot non-exclusive easement ("Easement") over a portion of the Property depicted on Exhibit A, for County roadway and utility purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the Easement.

C. Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the Easement by eminent domain litigation. The compensation and terms set forth herein for the Easement is in compromise and settlement, in lieu of such litigation.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties to this Contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.

2. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Contract.

3. Grantor hereby sells to Grantee, and Grantee hereby buys from Grantor, the Easement for the Project, in accordance with the terms and conditions set forth herein. Grantor will grant the Easement to Grantee by a Grant of Easement Agreement substantially in the form attached hereto as Exhibit B and incorporated herein by reference ("Easement Agreement"). In addition, Grantor agrees to execute and provide for Grantee an Encroachment and Maintenance Covenant Agreement substantially in the form attached hereto as Exhibit C and incorporated herein by reference ("Covenant Agreement") regarding the separate, but related, Project -related encroachment sought by Grantee pertaining to Grantor's easement rights arising under that certain Easement Deed recorded on April 20, 2000 as Document Number 2000038311 in the Official Records of Sonoma County.

4. The County shall:

(A) Pay Grantor the sum of $500.00 for the Easement ("Purchase Price").

(B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.

5. Within ten (10) business days of the Effective Date of this Contract, Grantor shall deposit a fully executed copy of this Contract into escrow. This Contract shall constitute joint escrow instructions; provided however, Grantor hereby authorizes County to prepare and file such additional joint escrow instructions consistent with the provisions of this Contract that are mutually acceptable to both parties. This transaction will be handled by First American Title Company, Leslie Hanes; Escrow/File No. 7186103.

6. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Contract, County's right of possession and use of the Easement shall commence upon the Close of Escrow (defined below).

7. For purposes of this Contract, close of escrow ("Close of Escrow") shall be defined as the date that the Easement Agreement is recorded in the Official Records of Sonoma County. Close of Escrow shall occur on a date mutually agreed to by the parties in writing. Close of Escrow shall not occur until completion of the following actions:

(A) Grantor and Grantee execution and delivery of the Covenant Agreement;

(B) Deposit of a fully executed and acknowledged Easement Agreement by Grantor and Grantee; and

(C) Depost of the Purchase Price by Grantee.

8. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court related to the Easement described in the Easement Agreement and also waives any and all claims to any money that may now be on deposit in said action.

9. County agrees to indemnify and hold harmless Grantor from any liability arising out of County's acts or omissions under this Contract. County further agrees to assume responsibility for any damages proximately caused by reason of County's acts or omissions under this Contract and County will, at its option, either repair or pay for such damage.

10. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Contract.

11. Grantee understands and agree that this Contract is subject to the approval of Grantor's governing body and that this Agreement shall have no force or effect unless and until said approval has been obtained.

12. In the event of a breach of this Agreement, the non-breaching party shall be entitled to pursue any and all remedies available against the breaching party, including without limitation, claims for all damages attributable to the breach, and specific performance of this Contract.

13. This Contract, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by the parties.

14. If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. This Contract may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both parties wish to permit this Contract to be electronically signed in accordance with applicable federal and California law. The parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the Effective Date.

GRANTOR:

By: _____
Print Name: _____
Its: _____

Approved as to Form:

By: _____ Date:_____
City Attorney

COUNTY OF SONOMA:

By: _____ Date:_____
Johannes Hoevertsz
Director, Public Infrastructure

Approved as to Form:

By: _____ Date:_____
County Counsel

Reviewed as to Substance:

By: _____ Date:_____
Right of Way Manager

By: _____ Date:_____
Project Engineer

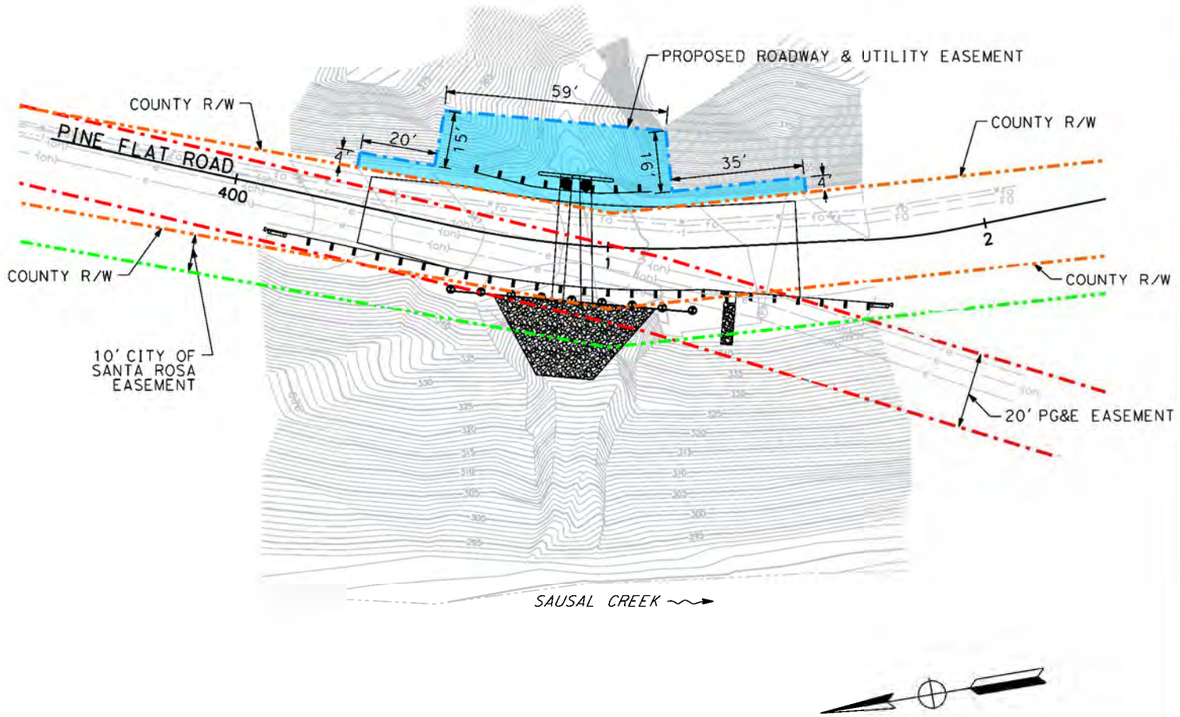
EXHIBIT A

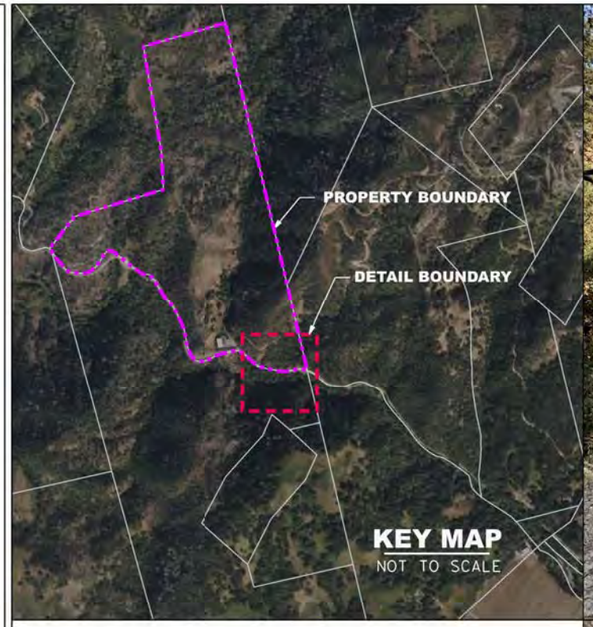
EASEMENT

(ROW Exhibit Attached)

THIS PROPERTY OWNER EXHIBIT IS A COMMUNICATION TOOL TO PROVIDE THE AFFECTED PROPERTY OWNER AND RIGHT OF WAY PERSONNEL WITH THE GENERAL IMPACTS THE PROJECT MAY HAVE ON A PARTICULAR PROPERTY.

APN: 131-150-029
OWNER: CITY OF SANTA ROSA
ORIGINAL ACRES: 96.00 ACRES
PROPOSED ROADWAY & UTILITY EASEMENT: 0.03 ACRES





		TOTAL	
		ACRES	SQFT
ROADWAY & UTILITY EASEMENT		0.03	1,511±

PROJECT IMPACTS
- CONSTRUCT NEW ROADWAY FEATURES
- CONSTRUCT DRAINAGE IMPROVEMENTS
- PLACE EROSION CONTROL AND REVEGETATION

LEGEND:

- EXISTING RIGHT OF WAY/ PROPERTY BOUNDARY
- PROPOSED ROADWORK
- PROPOSED CENTERLINE (400)
- EXISTING FEATURES
- EXISTING PG&E EASEMENT
- EXISTING CITY OF SANTA ROSA EASEMENT
- PROPOSED ROADWAY & UTILITY EASEMENT

JANUARY 2024

DOKKEN ENGINEERING
110 BLUE RAVINE ROAD, SUITE 200
FOLSOM, CA 95630
(916) 858-0642

SONOMA COUNTY
STORM DAMAGE REPAIR PROJECT
PINE FLAT ROAD PM 11.50

PROPERTY OWNER EXHIBIT

APN 131-150-029

© 2024 Microsoft Corporation © 2023 Maxar ©CNES (2023) Distribution Airbus DS

EXHIBIT B

EASEMENT AGREEMENT

(Form of Easement Agreement

Attached)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

EXECUTIVE SECRETARY
SONOMA COUNTY PUBLIC
INFRASTRUCTURE
400 AVIATION BOULEVARD, SUITE 100
SANTA ROSA, CA 95403

No recording fee pursuant to California Government Code sections 6103 and 27383.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement Agreement") is entered into as of _____, 2025, by and between the City of Santa Rosa, a California charter city and municipal corporation ("Grantor"), and County of Sonoma ("Grantee" or "County").

RECITALS

A. Grantor is the owner of that certain real property commonly known as Sonoma County Assessor's Parcel Number 131-150-029, located in the County of Sonoma (the "County"), State of California (the "Grantor Property").

B. In connection with its 2019 FEMA – Storm Damage Road Restoration Project ("Project"), Grantee requires a 1,511 square foot non-exclusive easement over a portion of the Grantor Property for County roadway and utility purposes.

C. On or about _____, 2025 the parties executed that certain Right of Way Contract pursuant to which Grantor agreed to grant an easement over the Grantor Property to Grantee for the Project, in accordance with and subject to the terms of this Easement Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive 1,511 square foot easement (the "Easement") over, under, on, and/or across a portion of the Grantor Property described in **Exhibit A** and depicted on **Exhibit B** (the "Easement Area") attached hereto and incorporated herein by reference, for roadway and utility purposes and to construct, reconstruct, install, inspect, maintain, replace, remove, repair and use the public facilities (collectively, "Grantee Improvements") described and depicted on the Project plans dated March _____, 2025("Approved Plans") in accordance with the terms of this Easement Agreement. Grantee shall not use the Easement Area for any purpose that is not specifically allowed in this Easement Agreement, including any change or expansion of Grantee's use of the Easement Area.

2. Condition, Use, and Maintenance of Easement Area.

(a) As-Is Condition. Grantee has inspected the Easement Area and accepts it in its "As-Is" condition. Grantor makes no representations or warranties whatsoever under this Easement Agreement or otherwise with respect to the physical condition of the Easement Area or the suitability of the Easement Area for the Grantee Improvements or uses permitted under this Easement Agreement. This Easement Agreement is subject to all existing contracts, leases, easements, encumbrances, and claims which may affect the Easement Area (whether or not of record) and nothing in this Easement Agreement shall be construed as a covenant against the existence of any such matters. Notwithstanding, Grantor warrants that as of the date of this Agreement, Grantor has not entered into any oral or written lease that is in effect as to any portion of the Easement Area.

(b) Repair and Maintenance. To the extent caused by Grantee's activities or improvements thereon, Grantee shall repair and maintain the Easement Area together with the Grantee Improvements and any other improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area, and shall keep the Easement Area and Grantee Improvements in a safe and well-maintained condition. The operation, repair and maintenance of the Easement Area and Grantee Improvements shall be at Grantee's sole cost and expense.

(c) Construction of Improvements and Other Work; Required Permits. Grantee acknowledges that construction or alteration of the Grantee Improvements and any other work to be performed within the Easement Area, other than routine maintenance and emergency repairs of the Grantee Improvements, is subject to the prior written approval of Grantor including, if applicable, the issuance by Grantor or any other governmental agency with jurisdiction over the Easement Area of any permits required in connection with such work. Prior to commencing any work in the Easement Area, other than emergency repairs, Grantee shall provide Grantor with no less than thirty (30) days' prior written notice along with written evidence that Grantee has obtained from any governmental agency with jurisdiction over the Easement Area all permits and other approvals required in connection with such work. In performing any work hereunder, Grantee shall commence and diligently pursue the same to completion and shall maintain the portion of the Easement Area where such work is being performed in a safe, debris-free condition. In the event of emergency repairs, Grantee shall provide verbal and written notice to Grantor as timely as is reasonably possible. Grantee shall conduct all activities in the Easement Area in a safe, prudent, professional, and workmanlike manner.

Notwithstanding the foregoing, Grantor's prior written approval shall not be required for Grantee's initial construction of the Grantee Improvements in accordance with the Approved Plans; provided however, Grantee shall obtain Grantor prior written approval for any material change to the Approved Plans, including any change that may impact the Grantor's water line facilities on the Grantor Property or Grantor's use of the Grantor Property.

(d) Compliance with Laws. Grantee shall comply at Grantee's sole cost and expense, in its use of and activities within the Easement Area, with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and hereafter amended, including but not limited to all applicable regulatory,

environmental and safety requirements, of any federal, state, county, city, local, or other governmental or quasi-governmental authority, entity or body (or any department, agency or other instrumentality thereof), exercising jurisdiction over the Easement Area, and to property and persons on the Easement Area, including those of Grantor that are applicable to the Easement Area. Grantee understands that the Easement Area is encumbered by a Conservation Easement held by Friends of Alexander Valley Hall, a California nonprofit, public benefit corporation ("FAVH"), recorded as Instrument Number 2003106430 in the Official Records of Sonoma County, and a Conservation Easement held by The Sonoma Land Trust, a California nonprofit, public benefit corporation ("SLT"), recorded as Instrument Number 2003106431 in the Official Records of Sonoma County (collectively, the "Conservation Easements"), and agrees to abide by the restrictions on use of the real property contained in the Conservation Easements. The parties agree that FAVH and/or SLT may bring an action directly against the Grantee for violating any of the restrictions on use contained in the Conservation Easements, and the Grantee waives any defense it may have to such enforcement on the grounds of privity of contract.

(e) No Interference with Grantor's Use. Grantee shall not interfere with the use by, and operation and activities of, Grantor on the Grantor Property, and Grantee shall use such routes and follow such procedures on Grantor Property so as to result in the least damage and inconvenience to Grantor's use and operation of and activities on the Grantor Property.

(f) No Hazardous Substances. Grantee shall not use, deposit, release, or permit the use, deposit, or release of any Hazardous Substances in the Easement Area or otherwise on the Grantor Property. For purposes of this Easement Agreement, "Hazardous Substances" means any material or substance (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control law); (ii) defined as a "hazardous substance" under Section 26316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95, "Hazardous Substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (iv) petroleum; (v) asbestos; (vi) polychlorinated biphenyls; (vii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code, Division 1, Chapter 20; (viii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 6903); (ix) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9602); (x) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act. 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6901); or (xi) designated as a "hazardous substance" pursuant to the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.).

(g) Damage to and Repair of Grantor Property. Grantee shall bear all costs to repair any damage to the Grantor Property or any improvements on the Grantor Property now existing or hereafter installed by Grantor, its successor owners, or any other parties having rights over the Grantor Property, to the extent such damage is caused by or attributable to (i) any

construction, maintenance, repair or replacement and any other work by the Grantee Parties (defined below) in connection with this Easement Agreement, (ii) any other acts or omissions of Grantee or any of its contractors, agents, consultants, representatives, officers, employees, invitees, guests, or licensees (collectively, the "Grantee Parties") or (iii) any exercise of the rights granted herein. Grantee shall promptly repair and restore, at its sole cost and expense, to its previously existing or better condition, the Grantor Property and any improvements now existing or hereafter installed by Grantor, including, but not limited to, roads, utilities, and fences, that may be altered, damaged or destroyed in connection with Grantee's or any Grantee Parties' exercise of the Easement or use of the Easement Area.

3. No Liens, Stop Payment Notices, or Other Encumbrances. Grantee shall not directly or indirectly create, or permit to be created or remain, and will discharge promptly (not to exceed 30 days from demand by Grantor), any lien (including, without limitation, mechanic's liens), encumbrance, stop notice, or charge upon the Grantor Property, arising out of or in connection with Grantee's or any Grantee Parties' activities on the Grantor Property, including any activities performed by a contractor or service provider authorized by Grantee to perform work pursuant to Grantee's rights under the Easement. Grantee acknowledges and agrees that Grantor Property is public property that may not be liened or sold at public auction.

4. Indemnity. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold the Grantor, and its elected and appointed officials, officers, directors, employees, lessees, agents, invitees, and volunteers (collectively, the "Indemnified Parties") harmless from and against any and all losses, liabilities, damages, claims, demands, obligations, causes of action, proceedings, awards, fines, judgments, penalties, or costs and expenses (including attorneys' fees and costs, court costs, and other costs and fees of litigation as allowed by law) incurred or suffered by the Indemnified Parties (collectively, "Indemnified Claims") to the extent caused or claimed to be by, on account of, or arising directly or indirectly from or out of (a) the exercise of the Easement or use or occupancy of the Easement Area by Grantee or any Grantee Parties, however occurring, (b) any breach by Grantee or any Grantee Parties of any of the terms, conditions or provisions in this Easement Agreement, (c) any acts, errors, omissions, negligence, and/or willful misconduct of Grantee or any Grantee Parties with respect to the Easement Area or Grantee Improvements, (d) the injury or death of any person, or injury to property, of any kind wherever located and by whomever owned (including without limitation the Grantor Property and any other property owned by an Indemnified Party), which injury or death arises out of or is attributable to the exercise of the Easement or use or occupancy of the Easement Area by Grantee or any of the Grantee Parties, and/or (e) any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances on, in, over, or under the Easement Area or the Grantor Property in connection with the use of the Easement Area or Grantee Improvements by Grantee or any Grantee Parties. The foregoing indemnification shall not apply to the extent that any such Indemnified Claims are solely and directly caused by the gross negligence or willful misconduct of any Indemnified Party. Grantee's indemnification obligations are not limited by any limitations of any insurance held by Grantee, including, but not limited to, workers' compensation insurance. The provisions of this Section 4 shall survive any expiration or termination of this Easement Agreement.

5. Assumption of Risks; Waiver of Liability. Grantee agrees to assume all risk of loss by fire, flood, earthquake, theft, accident, or casualty of any kind, which may affect the Easement Area, the Grantee Improvements or any other improvements constructed or installed thereon by Grantee, Grantee's use of the Easement, or exercise of the rights granted herein. Except to the extent caused by the gross negligence or intentional wrongdoing of Grantor any of the Indemnified Parties, Grantee waives all claims against Grantor and each of the Indemnified Parties for loss or damage caused by, arising out of, or in any way connected with Grantee's use of the Easement Area or the exercise of the rights granted herein.

6. Insurance. During the term of this Easement Agreement, Grantee shall, at its sole cost and expense, insure its activities in connection with this Easement Agreement and obtain, keep in force and maintain insurance in accordance with Attachment One attached hereto.

7. Grantor's Reservation of Rights. Grantor reserves the right to use the Easement Area, including the surface and subsurface areas within the Easement Area, and all other portions of the Grantor Property and any improvements thereon, at any and all times for purposes that do not materially interfere with Grantee's permitted use of the Easement Area. Grantor reserves the right to grant easements, licenses and other privileges to any person or entity over, under, upon and with respect to any portion or all of the Easement Area and other portions of the Grantor Property, so long as such uses and/or improvements do not materially interfere (except for such temporary interference as is expressly permitted under this Easement Agreement) with Grantee's permitted use of the Easement Area.

8. Reserved.

9. Taxes. Grantee shall, at its sole cost and expense, pay all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area, or against any of the Grantor Property solely as a result of the Easement herein granted.

10. Default; Grantor's Right to Self Help. If Grantee fails to comply with this Easement Agreement or perform any of its obligations herein, Grantor shall give Grantee written notice setting forth such failure in reasonable detail, and Grantee must, within fifteen (15) calendar days after receiving such notice, comply or perform the obligation or duty required. Grantee's failure to comply with this Easement Agreement or fulfill its obligation or duty within such fifteen (15) calendar day period shall constitute a default by Grantee under this Easement Agreement; provided, however, if the failure is of a nature that it cannot reasonably be cured within such fifteen (15) calendar day period and Grantee commences to cure within such period and diligently prosecutes such cure to completion within thirty (30) days or such other time as may be appropriate given the nature of the non-complinace and the appropriate cure, then such default shall be deemed cured. If a Grantee default occurs, Grantor shall have all rights available both at law and in equity, and through its authorized agent or agents, shall also have the right to self-perform such obligation or duty, and Grantee shall be liable for the reasonable costs of such work and shall promptly reimburse Grantor for such cost. Any reimbursement not made within thirty (30) days after notice thereof from the Grantor is received by Grantee, shall bear, and Grantee shall be obligated to pay, interest at the annual interest rate of ten percent (10%) per annum on the amount of the reimbursement from the due date thereof, together with all actual, documented costs and expenses of collection, including reasonable attorney's fees and court costs.

11. Modification, Amendment and Termination. Except as provided herein, this Easement Agreement may be amended, modified, terminated or cancelled, in whole or in part, only by agreement of Grantee and Grantor. No such amendment, modification, termination or cancellation shall be effective unless a written instrument setting forth its terms has been executed, acknowledged and recorded by the parties in the official records of the County of Sonoma. Notwithstanding the foregoing, Grantor shall be entitled to terminate this Easement Agreement without Grantee's consent if (a) Grantee is in default under this Easement Agreement following the notice and cure period specified above, or (b) Grantee fails to use or ceases using the Easement Area for the purposes allowed hereunder for a continuous period of twelve (12) months. Upon any termination of this Easement Agreement, the Easement and any and all interest in the Easement Area granted by the Easement Agreement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. Notwithstanding the foregoing, upon any termination of this Easement Agreement, upon Grantor's request, Grantee shall, at Grantee's sole cost and expense, promptly execute and record a quitclaim deed and such other instruments as Grantor shall require evidencing such termination in a form approved by the Grantor's City Attorney. On demand by Grantor, upon any termination of this Easement Agreement, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Easement Area and restore the Easement Area as nearly as possible to the same condition as it was in prior to the execution of this Easement Agreement. At the option of Grantor, if any such improvements are not removed and the Easement Area is not restored, Grantor may either remove the improvements and restore the Easement Area and charge Grantee for the reasonable costs of such removal and restoration, or all such improvements shall become the property of Grantor at no cost to Grantor. Grantee's obligations under Sections 2(g), 4, and 5 hereof shall survive any termination of this Easement Agreement.

12. Notices. Any notice, request, demand, instruction or other communication to be given by either party under this Easement Agreement must be in writing and sent by e-mail and by registered or certified mail or nationally recognized overnight courier as follows:

Grantor:

City of Santa Rosa
69 Stony Circle
Santa Rosa, CA 95401
Attn: Water Director

With a copy to:

City of Santa Rosa
100 Santa Rosa Avenue, Room 6
Santa Rosa, CA 95404
Attn: Real Estate Manager

Grantee: Sonoma County Public Infrastructure
Attn: Stevan Hunter, PE
400 Aviation Blvd Suite 100
Santa Rosa, CA 95403

Notice is deemed to be given upon the first to occur of: (a) actual receipt by a party's authorized representative, (b) actual receipt at the address identified above, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified above. The addresses and addressees for the purposes of this Section may be changed by giving written notice of such change in a manner provided herein for giving notice. However, until such written notice is actually received, the last address and addressee for such addressee continues in effect for all purposes hereunder.

13. Not a Public Dedication. Nothing herein shall be deemed a dedication of the Easement Area or any portion of the Grantor Property to or for the benefit of the general public whatsoever, it being the intention of the parties hereto that the Easement shall be strictly limited to and for the purposes herein expressed.

14. No Assignment by Grantee. Grantee shall not voluntarily or by operation of law assign, transfer, license, or otherwise transfer all or any part of its rights, duties, or interests in this Easement Agreement without Grantor's prior written consent, which may be granted or withheld in Grantor's sole discretion. Any attempt to make an assignment in violation of this provision shall be null and void. For clarity, use of the Easement Area by any roadway user, including by any utility or franchisee, shall not constitute a violation of this paragraph.

15. Miscellaneous.

(a) This Easement Agreement shall be construed in accordance with the laws of the State of California.

(b) This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) This Easement Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns, except as restricted by this Easement Agreement.

(d) This Easement Agreement contains the entire understanding of the parties and supersedes any and all other written or oral understanding with respect to the subject matter hereof.

(e) The headings and captions of the paragraphs of this Easement Agreement are for convenience and reference only and in no way define, describe or limit the scope or intent of this Easement Agreement or any of the provisions hereof.

(f) If any provision of this Easement Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such

prohibition or invalidity without invalidating the remainder of such provision or any remaining provision of this Easement Agreement.

(g) The failure of either party hereto to exercise any right, power or remedy provided under this Easement Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by the other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

(h) The parties hereto agree that the rule of contract construction that ambiguities are to be construed against the drafter shall not apply to this Easement Agreement and that this Easement Agreement shall be interpreted as though prepared by both parties.

(i) There are no third-party beneficiaries to this Easement Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be duly executed as of the date first written above.

GRANTOR: CITY OF SANTA ROSA

By: _____
Name: _____
Title: _____

GRANTEE: COUNTY OF SONOMA

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

_____
Office of County Counsel

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, _____, a 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 signature(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 _____

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, _____, a 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 signature(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 _____

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

[attached]

EXHIBIT "A"
ROADWAY AND DRAINAGE EASEMENT

All that real property situated in the Unincorporated Area, County of Sonoma, State of California, more particularly described as follows:

All that portion of Section 30, Township 10 North, Range 8 West, Mount Diablo Meridian, being more particularly described as follows:

Commencing at the intersection of the center section line of Section 30, Township 10 North, Range 8 West, Mount Diablo Meridian, and the West line of Pine Flat Road as shown on the Parcel Map entitled "Parcel Map No. 88-391", filed in the office of the County Recorder of Sonoma County, in Book 454 of Maps, Page 23-26, Sonoma County Records, said point being the beginning of a curve to the left with a radius of 245 feet and having a radial bearing of South 62°30'46" East; thence along said West line along the arc of said curve, through a central angle of 24°06'11", a length of 103.07 feet, thence continuing along said West line North 03°23'03" East, 150.29 feet; thence leaving said line South 78°26'37" East, 25.26 feet to the East line of said Pine Flat Road and the **True Point of Beginning**; thence along said East line North 19°43'43" East, 68.37 feet; thence leaving said East line South 70°16'17" East, 4.00 feet; thence South 19°43'43" West, 20.00 feet; thence South 70°16'17" East, 14.84 feet; thence South 14°47'54" West, 58.56 feet; thence North 86°36'57" West, 16.10 feet; thence South 03°23'03" West, 35.00 feet; thence North 86°36'57" West, 4.00 feet to the said East line of Pine Flat Road; thence along said East line North 03°23'03" East, 51.29 feet to the True Point of Beginning, containing 1511 square feet more or less.

See Exhibit "B" attached hereto and made a part of this description.

End of Description

The Basis of Bearings for this description is the West line of Pine Flat Road as shown on the Parcel Map entitled "Parcel Map No. 88-391", filed in the office of the County Recorder of Sonoma County, in Book 454 of Maps, Page 23-26, Sonoma County Records

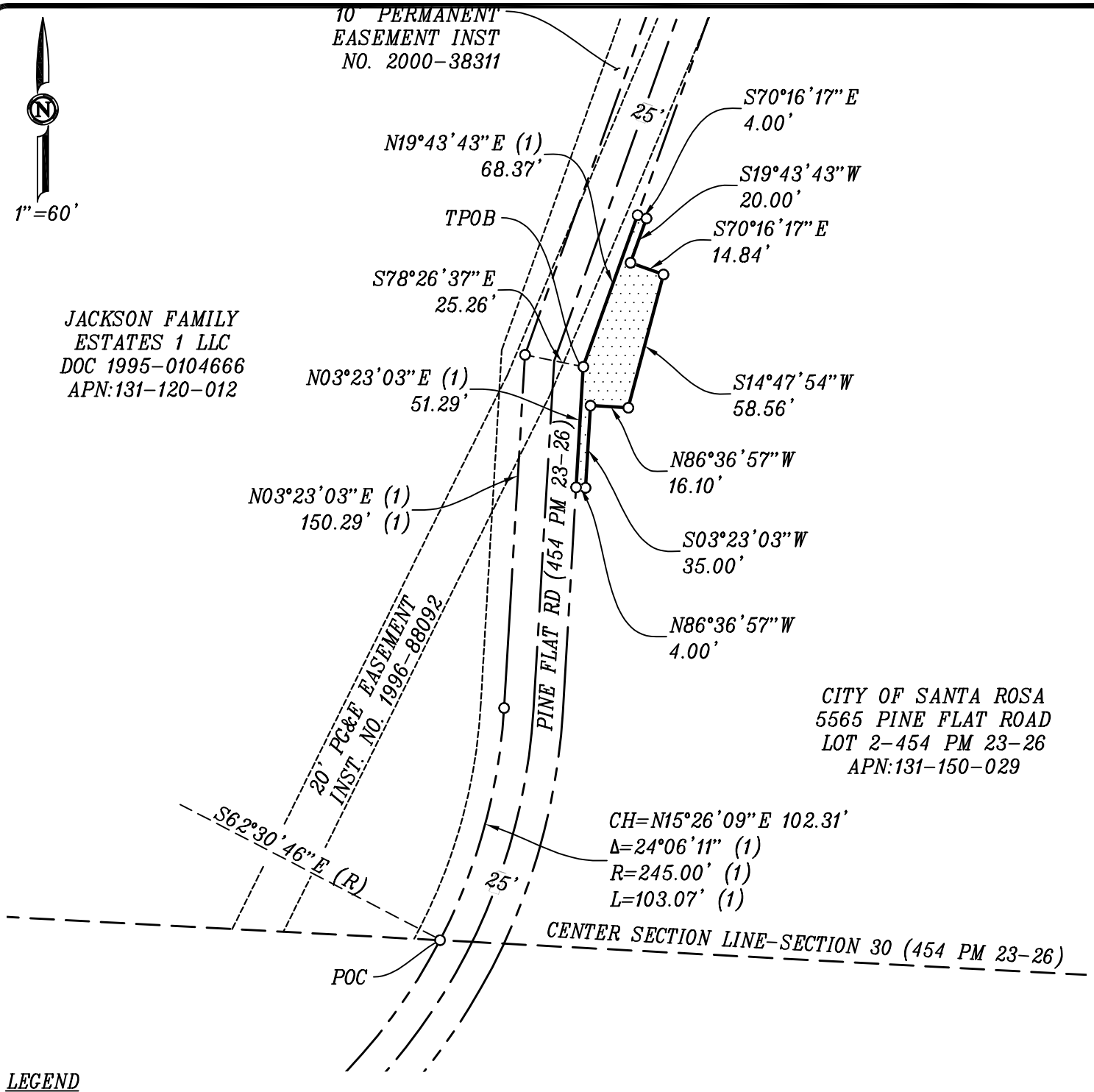
This description has been prepared by me or under my direct supervision in conformance with the Professional Land Surveyors' Act.

Ryan L Ming, P.L.S. 8409 Date 1/25/24

EXHIBIT B

DEPICTION OF EASEMENT AREA

[attached]



LEGEND

ROAD AND UTILITY EASEMENT 1511 SQFT±

o .....DIMENSION POINT
APN.....ASSESSORS PARCEL NUMBER
POC.....POINT OF COMMENCEMENT
PM.....PARCEL MAP
ROW.....RIGHT OF WAY
TPOB.....TRUE POINT OF BEGINNING
(R).....RADIAL BEARING
(1).....RECORD DATA PER 454 PM 23-26

PROFESSIONAL LAND SURVEYOR
RYAN L. MING
No. 8409
1/25/24
STATE OF CALIFORNIA

SHEET 1 OF 1

EXHIBIT B

ROADWAY AND UTILITY EASEMENT

PORTION OF SECTION 30, T10N,R8W, MDM
COUNTY OF SONOMA, STATE OF CALIFORNIA

UNICO ENGINEERING
110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
PHONE: 916.900.6623 | unicoengineering.com

ATTACHMENT ONE

INSURANCE REQUIREMENTS

ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
GENERAL SERVICES AGREEMENTS

A. Insurance Policies: County shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	$ 2 million per occurrence $ 4 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. **Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage**.
2.	Business auto coverage	$ 2 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if County has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than $ 1 million per accident for bodily injury and property damage.
3.	Workers' compensation and employer's liability	$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the County, its employees, agents and subcontractors.
4.	Pollution Liability	$ 1 million per occurrence $ 2 million aggregate	This policy shall include coverage of claims for Bodily Injury or Property Damage and remediation costs resulting from a pollution incident at the Property caused by or exacerbated by County

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

a. For any claims related to this project, County's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the County's insurance and shall not contribute with it; and,

b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy**. General liability coverage can be provided in the form of an endorsement to County's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: County shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit County from waiving any right of recovery prior to loss. County hereby waives such right with regard to the indemnitees.

2. All insurance coverage amounts provided by County and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.

3. Self-insured retentions above $10,000 must be approved by City. At City's option, County may be required to provide financial guarantees.

4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.

5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT C

COVENANT AGREEMENT

(Form of Covenant Agreement

Attached)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Santa Rosa
Engineering Development Services
100 Santa Rosa Avenue, Room 5
Santa Rosa, CA 95404

Exempt from Filing Fees Pursuant to
Government Code Section 6103

ENCROACHMENT AND MAINTENANCE COVENANT AGREEMENT

This Encroachment and Maintenance Covenant Agreement ("Agreement") dated _____, 2025 is made by and between the County of Sonoma ("County") and the City of Santa Rosa, a California charter city ("City").

R E C I T A L S

A. Jackson Family Estate 1, LLC, a Delaware limited liability company ("Owner") owns that certain real property commonly known as Sonoma County Assessor's Parcel Number 131-120-012 ("Property") located in unincorporated Sonoma County, California.

B. Pursuant to that certain Easement Deed recorded on April 20, 2000 as Document Number 2000038311 in the Official Records of Sonoma County, a true and correct copy of which is attached hereto as Exhibit A, Owner granted to City a 10 foot wide perpetual easement and right of way (the "City Easement") for the purposes of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using water pipelines and related facilities and appurtenances over, upon, across, through and beneath a portion of the Property as described in Exhibit A ("City Easement Area").

C. In connection with its 2019 FEMA – Storm Damage Road Restoration Project ("Project"), County is acquiring an approximately 3,867 square foot public roadway and utility easement ("County Easement") over a portion of the Property as depicted in Exhibit B attached hereto and incorporated herein by reference ("County Easement Area"). A portion of the County Easement Area is located within a portion of the City Easement Area as shown in Exhibit C attached hereto and incorporated herein by reference ("Encroachment Area").

D. As part of the Project, County intends to install the following permanent improvements in the Encroachment Area as depicted on the approved Project plans dated March _____, 2025: retaining wall, culvert, rock slope and guard rail ("County Improvements").

E. County has requested City's consent to install the County Improvements in the Encroachment Area.

F. This Agreement sets forth the terms and conditions upon which the City consents to the County's installation of the County Improvements in the Encroachment Area.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants, terms, conditions, and restrictions contained herein, County and City hereby agree as follows:

1. Recitals. The above recitals are true and correct.

2. Use of Encroachment Area. City consents to the County Easement, and to County's use of the Encroachment Area for the installation, operation, construction, maintenance, and repair of the County Improvements in accordance with the terms of this Agreement.

3. Maintenance of Improvements and Encroachment Area. County shall maintain, at its sole cost and expense, the County Improvements and Encroachment Area and shall conduct its activities in said Area in a manner to keep the Encroachment Area and County Improvements in a safe and well-maintained condition. County shall at all times conduct County's activities, or cause County's activities to be conducted, in full compliance with all applicable federal, state, and local laws. County shall be solely responsible for operation, maintenance and repair of the County Improvements, including without limitation all costs associated therewith. County shall at all times operate, maintain and repair the County Improvements in a manner that does not unreasonably interfere with City's operations in the City Easement Area.

County hereby further agrees and acknowledges that City shall have no obligation, responsibility, or liability whatsoever for the repair, replacement, erection, installation, or reconstruction of the County Improvements in the Encroachment Area, except to extent made necessary arising from City's own negligence or intentional wrongdoing.

4. Indemnification and Release. To the fullest extent permitted by law, County shall indemnify, hold harmless, release and defend City and each of its officers, elected and appointed officials, employees, agents and volunteers ("Indemnified Parties") from and against any and all loss, liability, claims, demands, actions, fines, penalties, forfeitures, damages, cost and expenses (including, but not limited to, reasonable attorneys' fees and costs of litigation) whether imposed under authority of statute or common law, in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage (collectively, "Liability") incurred by City, County or any other person, and arising or alleged to have arisen directly or indirectly out of or in any way connected with (a) this Agreement, (b) use of the Encroachment Area by County, its employees, officers, agents, contractors or subcontractors, and/or (c) design, installation, operation, construction, maintenance, repair and/or removal of the County Improvements. County's obligations under this section shall not apply to any Liability to the extent caused by the active negligence or by the willful misconduct of the Indemnified Parties. This section shall survive expiration or termination of this Agreement.

The release in this Section is intended to and shall include all claims of every kind, whether past, present or future, known or unknown, that have arisen or may hereafter arise out of or relating to this Agreement. For such purposes, County acknowledge the provisions of Section 1542 of the Civil Code of the State of California and hereby knowingly waive the benefits of such provisions. County understands that the said Section 1542 provides:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor..

5. Term. This Agreement shall remain in effect and continue for such time as the County Improvements are located within the Encroachment Area.

6. Insurance. During the term of this Agreement, County shall, at its sole cost and expense, insure its activities in the Encroachment Area and obtain, keep in force and maintain insurance in accordance with Attachment One attached hereto.

7. Recordation. This Agreement and any amendments thereto shall be recorded against the Property in the Official Records of Sonoma County, California and shall be constructive notice to any and all heirs, executors, administrators, successors and assigns of the continuing promises and obligations herein contained.

8. Entire Agreement. This Agreement, including all Exhibits and Attachment One, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by County and City and recorded in the Official Records of Sonoma County.

9. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

10. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

11. Notices. Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

CITY: City of Santa Rosa
69 Stony Circle
Santa Rosa, CA 95401
Attn: Water Director

With a copy to:

City of Santa Rosa

100 Santa Rosa Avenue, Room 6
Santa Rosa, CA 95404
Attn: Real Estate Manager

COUNTY: Sonoma County Public Infrastructure
Attn: Stevan Hunter, PE
400 Aviation Blvd Suite 100
Santa Rosa, CA 95403

12. Attorney's Fees. The prevailing party in any action to enforce or interpret any term, covenant or condition of this Agreement shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

13. Agreement Runs With The Land. This Agreement and the obligations herein shall constitute covenants that run with the land pursuant to California Civil Code Section 1468 and shall be binding on County and each of its grantees, successors, and assigns, and all parties having or acquiring any right, title or interest in Encroachment Area.

14. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the County and the City.

[Signatures on Following Page]

IN WITNESS WHEREOF, County and City have executed this Agreement as set forth below.

COUNTY:

By:_____

Date:_____ Approved as to Form for COUNTY:

By: _____
Office of the County Counsel

CITY:

By:_____

Date:_____

EXHIBIT A

EASEMENT DEED
(ATTACHED)

WHEN RECORDED RETURN TO:
DEPARTMENT OF
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
P.O. BOX 1678
SANTA ROSA, CA 95402

SONOMA TITLE GUARANTY
04/20/2000 08:00 DEED
RECORDING FEE: 0.00

2000038311
OFFICIAL RECORDS OF
SONOMA COUNTY
BERNICE A. PETERSON
7

R&T #11922
Deed To Public Agency

EASEMENT DEED

Jackson Family Estate I, LLC, a Delaware limited liability company

GRANT(S) TO

THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION

An easement described as follows:

SEE ATTACHED LEGAL DESCRIPTION

REFERENCE: R-4322

By: _____

A.P.N. 131-120-012

Dated March 28, 2000

By: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed above is hereby accepted by order of the Council of the City of Santa Rosa pursuant to Council Resolution No. 18472, dated July 14, 1987, and grantee consents to recordation thereof by its duly authorized officer.

CITY OF SANTA ROSA,
A Municipal Corporation

By: _____

Dated: 4/7/2000

GK 4/6/00

ATTACH NOTARY PUBLIC ACKNOWLEDGEMENT

PERMANENT EASEMENT

Being a perpetual easement and right-of-way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as the Grantee may see fit, for the transmission and distribution of water, a pipe or pipelines and all necessary braces, connections, fastenings and other appliances, fixtures, and related appurtenances including underground telemetry and electrical cables for use in connection therewith or appurtenant thereto, whether said facilities are owned and operated by Grantee or entities contracting with Grantee, in, under, along and across that certain real property described in the legal description attached hereto

Together with the right of ingress to and egress from said right-of-way and the right at all times to enter in, over and upon said right-of-way and every part thereof and also to use said right-of-way all purposes connected with the laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using said pipe or pipelines.

The Grantor and the Grantor's heirs, successors, or assigns shall not place or permit to be placed on said right-of-way any building or structure, including but not limited to houses, garages, outbuildings, swimming pools, tennis courts, retaining walls, decks, and patios nor do nor allow to be done anything which may interfere with the full enjoyment by the Grantee of the rights herein granted.

The above paragraph notwithstanding Grantor reserves the right to landscape the easement area or plant annual crops in a manner consistent with the Grantee's use; however, such use by Grantor shall not include the planting of trees or perennial vines nor a change in the existing surface elevation (grade) of the easement area by more than one (1) foot without first obtaining prior written consent of the Grantee.

This easement is granted on the conditions that said pipe or pipelines shall be constructed and maintained at a depth of at least eighteen (18) inches below the present surface of the ground, and that Grantee shall, upon the completion of any of its works hereunder, restore as near as possible the surface of the ground to the condition in which it was prior to the commencement of said work

LEGAL DESCRIPTION

Lying within the northwest quarter of Section 30, Township 10 North, Range 8 West, Mount Diablo Meridian, and being a portion of Parcel One of the lands described in that deed to Jackson Family Estates, LLC, a Delaware Limited Liability Company as recorded under Document Number 1998-0157627, of Official Records, Sonoma County, Sate of California, said portion more particularly described as follows

Being a strip of land 10.00 feet in width lying immediately westerly and northerly of and parallel and concentric with the following described line:

Commencing at a ½" iron pipe tagged LS 4207 as shown on the map entitled "Parcel Map No. 88-391" filed for record in Book 454 of Maps, Pages 23-26 Sonoma County Records, from which another ½" iron pipe tagged LS 4207 shown on said map, bears North 15° 04' 28" East 440 10 feet (map North 15° 03' 52" East 440.08 feet); thence South 07° 40' 04" West 96.07 feet to a point on the quarter section line of said Section 30 and the southerly line of said Lands of

Jackson, on the centerline of Pine Flat Road, and the Point of Beginning of the herein described line, thence along the easterly line of said lands and the centerline of Pine Flat Road as shown on said parcel map, the following thirty courses: along a curve to the left from a tangent which bears North 27° 29' 28" East, with a radius of 245.00 feet, through a central angle of 24° 06' 11", a length of 103.07 feet; thence North 3° 23' 17" East 150.28 feet; thence North 19° 43' 57" East 264.43 feet; thence on a curve to the right with a radius of 150.00 feet, through a central angle of 31° 24' 54", a length of 82.24 feet; thence North 51° 08' 51" East 138.52 feet, thence on a curve to the left with a radius of 170.00 feet, through a central angle of 53° 46' 47", a length of 159.57 feet; thence North 2° 37' 56" West 330.75 feet; thence on a curve to the right with a radius of 140.00 feet through a central angle of 96° 34' 30", a length of 235.98 feet; thence South 86° 03' 26" East 148.41 feet; thence on a curve to the left with a radius of 290.00 feet, through a central angle of 16° 16' 59", a length of 82.42 feet, thence North 77° 39' 35" East 114.92 feet; thence on curve to the left with a radius of 275.00 feet, through a central angle of 22° 50' 19", a length of 109.62 feet; thence North 54° 49' 16" East 21 92 feet; thence on a curve to the right with a radius of 380.00 feet, through a central angle of 17° 41' 11" a length of 117.30 feet; thence North 72° 30' 27" East 131.63 feet; thence on a curve to the left with a radius of 80.00 feet through a central angle of 57° 45' 09", a length of 80.64 feet; thence North 14° 45' 18" East 25.86 feet; thence on a curve to the right with a radius of 115.00 feet, through a central angle of 33° 13' 20" a length of 66.68 feet; thence North 47° 58' 38" East 309.24 feet; thence on a curve to left with a radius of 95.00 feet, through a central angle of 84° 26' 24", a length of 140.01 feet; thence North 36° 27' 46" West 125.64 feet; thence on a curve to the right with a radius of 150.00 feet, through a central angle of 27° 27' 06", a length of 71.87 feet; thence North 9° 00' 40" West 62.47 feet, thence on a curve to the right with a radius of 180.00 feet, through a central angle of 26° 03' 58", a length of 81.89 feet, thence North 17° 03' 18" East 107.97 feet; thence on a curve to the right with a radius of 125.00 feet, through a central angle of 46° 27' 28", a length of 101 36 feet, thence North 63° 30' 46" East 15.89 feet; to the terminus of the herein described line, the intersection of the north line of said Section 30 with the centerline of Pine Flat Road bears North 33° 11' 02" East 417 77 feet from said terminus

The westerly line of the above-described easement shall be shortened or lengthened to terminate at the southerly line of said northeast quarter of Section 30.

Containing 38,450 sq. ft. more or less

BASIS OF BEARINGS:

Being Zone II of the California Coordinate System of 1983.

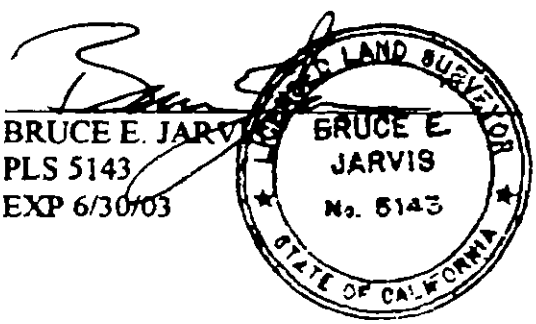
REFERENCE: R-4322

RIGHT TO ENTER:

Together with and being a right to enter, after completion of the installation of the pipeline on or adjacent to property of Grantor(s), within the Permanent Easement and/or Temporary Construction Easement area(s) described above and to use that portion of said easement(s) reasonably needed for the purposes of restoring disturbed vegetated areas and/or restoring disturbed riparian habitat areas and/or installing erosion control along with periodic monitoring and maintenance thereof for five (5) years.

END OF DESCRIPTION

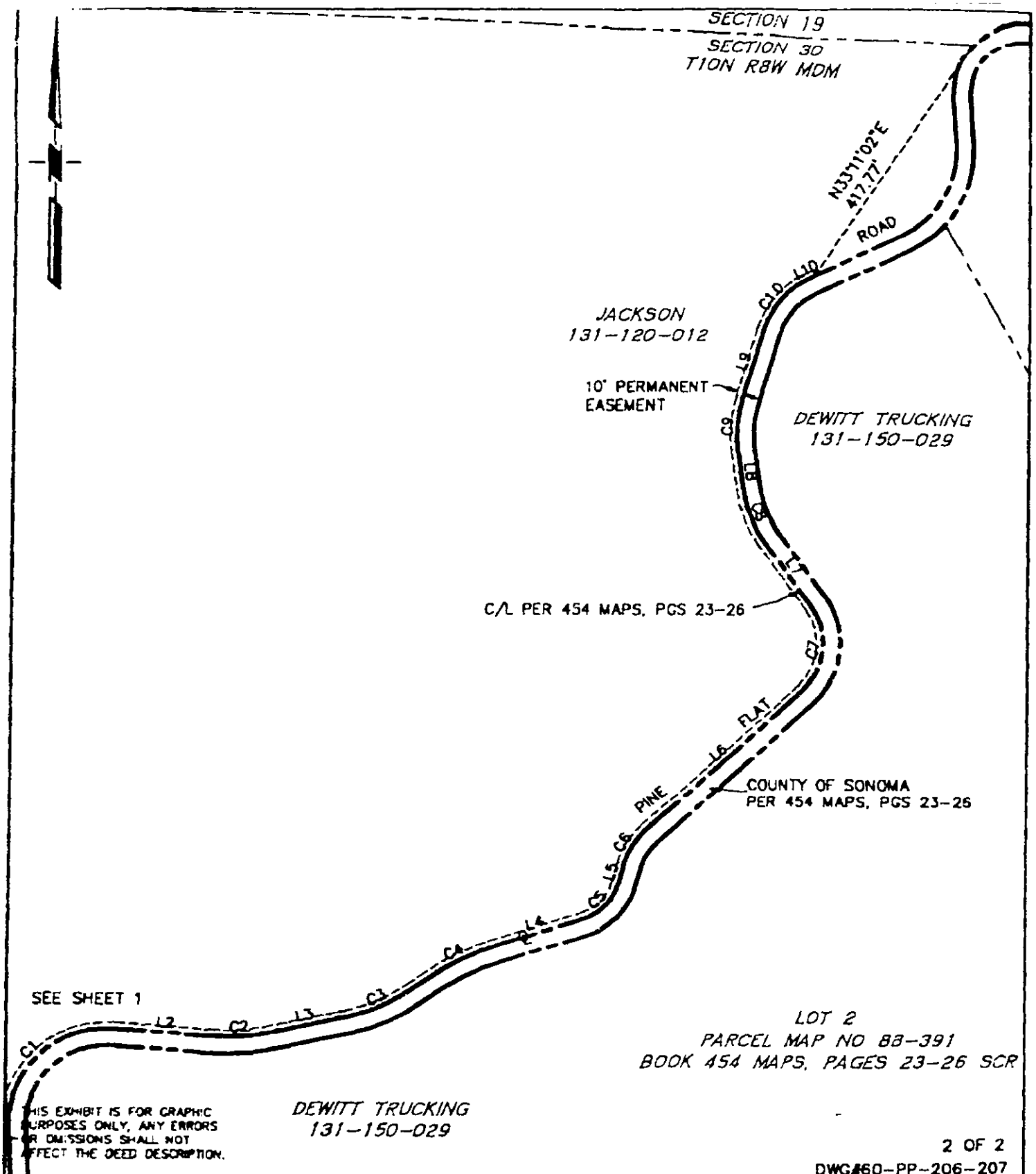
This description prepared by Carlile • Macy



BRUCE E. JARVIS
PLS 5143
EXP 6/30/03

OCT 22 1999

DATE



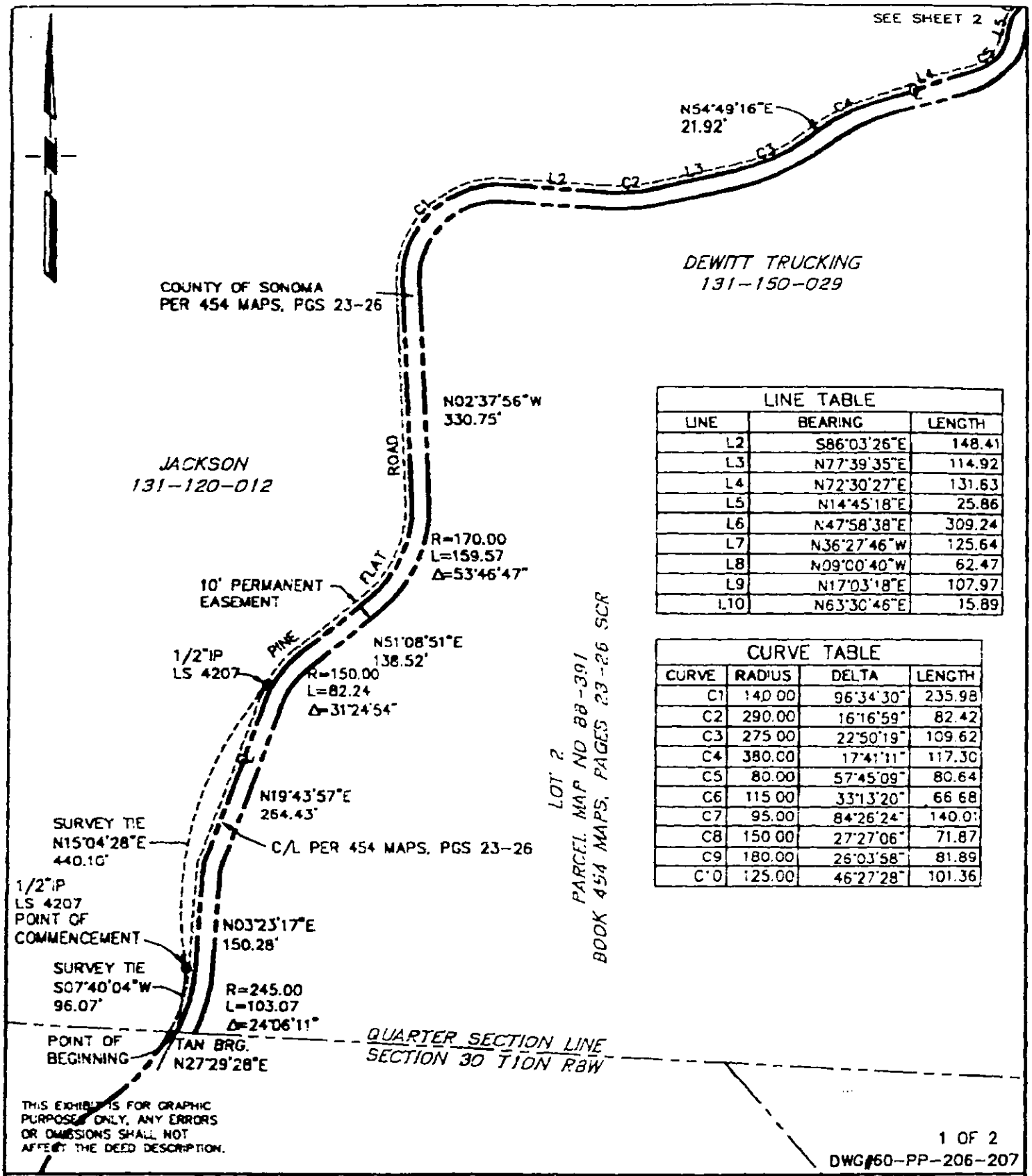
THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY, ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE DEED DESCRIPTION.

2 OF 2

DWG #60-PP-206-207

OWNER AND MAILING ADDRESS	PROPERTY AREAS	CITY OF SANTA ROSA
JESS S. JACKSON JR. 421 AVIATION BLVD. SANTA ROSA, CA. 95403	TOTAL PARCEL 667.72 Acres PERMANENT 38,450 Sq. Ft. TEMPORARY Sq. Ft.	EASEMENT RIGHTS JACKSON FAMILY ESTATE I, LLC TO CITY OF SANTA ROSA
A.P. No. 131-120-012 O.R. No. 1998-0157627 O.R. No.	CITY ACQUISITION DEED O.R.	Scale: 1"=200' Date: 9-17-99 DWN JMD APPROVED FILE NO. CHK. BEJ RCE 17819 EXP 6/30/01 R-4322

JOB # 98018.00.04



LINE TABLE		
LINE	BEARING	LENGTH
L2	S86°03'26"E	148.41
L3	N77°39'35"E	114.92
L4	N72°30'27"E	131.63
L5	N14°45'18"E	25.86
L6	N47°58'38"E	309.24
L7	N36°27'46"W	125.64
L8	N09°00'40"W	62.47
L9	N17°03'18"E	107.97
L10	N63°30'46"E	15.89

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	140.00	96°34'30"	235.98
C2	290.00	16°16'59"	82.42
C3	275.00	22°50'19"	109.62
C4	380.00	17°41'11"	117.30
C5	80.00	57°45'09"	80.64
C6	115.00	33°13'20"	66.68
C7	95.00	84°26'24"	140.01
C8	150.00	27°27'06"	71.87
C9	180.00	26°03'58"	81.89
C10	125.00	46°27'28"	101.36

THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY, ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE DEED DESCRIPTION.

DWG#60-PP-206-207

OWNER AND MAILING ADDRESS	PROPERTY AREAS	CITY OF SANTA ROSA
JESS S. JACKSON JR. 421 AVIATION BLVD. SANTA ROSA, CA. 95403	TOTAL PARCEL 667.72 Acres PERMANENT 38,450 Sq. Ft. TEMPORARY Sq. Ft.	EASEMENT RIGHTS JACKSON FAMILY ESTATE I, LLC TO CITY OF SANTA ROSA
A.P. No. 131-120-012 O.R. No. 1998-0157627 O.R. No.	CITY ACQUISITION DEED O.R.	Scale: 1"=200' Date: 9-17-99 DWN. JMD CHK. BEJ APPROVED ROS 17619 EXP 6/30/01 FILE NO. R-4322

JOB # 98018.00.04

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SONOMA } SS

On MAR. 28, 2000 (Date), before me, Ruth Allana Miner, Notary Public (Name and Title of Officer (e.g. "Jane Doe, Notary Public")),

personally appeared Paul M. Ginsburg (Name(s) of Signer(s)),

X personally known to me
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~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

RUTH ALLANA MINER
Commission # 1224842
Notary Public - California
Sonoma County
My Comm. Expires Jun 17, 2003

Place Notary Seal Above

Ruth Allana Miner
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement Deed

Document Date: 3/28/00 Number of Pages: 6

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: Paul M. Ginsburg

- ☐ Individual
- ☑ Corporate Officer — Title(s): Vice President
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: Jackson Family Estates I

EXHIBIT B

COUNTY EASEMENT AREA
(Depiction of County Easement Area
Attached)

RECORDING REQUESTED BY
COUNTY OF SONOMA

When recorded return to:

EXECUTIVE SECTRETARY
SONOMA COUNTY PUBLIC INFRASTRUCTURE
400 AVIATION BOULEVARD, SUITE 100
SANTA ROSA, CA 95403

Record Without Fee **SPACE ABOVE THIS LINE FOR RECORDER'S USE**

Govt. Code. §6103 & §27383

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

APN: 131-120-012 (portion of)

GRANT OF EASEMENT
DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **JACKSON FAMILY ESTATES I, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, hereinafter referred to as "Grantor",

GRANTS TO: **THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**, hereinafter referred to as "Grantee",

A PERMANENT EASEMENT FOR ROADWAY AND UTILITY PURPOSES to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom on, under, over, and across the lands described in the attached Exhibit "A", and depicted in the attached Exhibit "B", situated in the unincorporated area of the County of Sonoma, State of California.

The specified facilities shall consist of, but not necessarily be limited to, the following:

Roadway facilities and appurtenances thereto for use by the public, including but not limited to motor vehicle use, pavement, landscaping, and appurtenances; retaining walls; underground improvements for stabilization and maintenance of slopes adjoining the road right of way; drainage facilities, including underground conduits, drainage channels and ditches, culverts, bridges, and appurtenances; sewer, and street lighting facilities and appurtenances; also uses for pedestrian, equestrian, and non-powered vehicle purposes; and the right to construct, maintain and reconstruct any such roadway or facilities mentioned above. Said easement shall also include the right to excavate or fill the easement for the full width and to a reasonable depth thereof.

Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any permanent structures, earthfill, large trees, large shrubs, block walls, and/or other similar improvements on the easement area that would interfere with underground drainage systems or limit Grantee's access to the easement for the purposes of repair, replacement, or installation.

Dated this _____ day of _____, 20___.

GRANTOR: JACKSON FAMILY ESTATES I, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: _____

Print Name: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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, _____ 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 signature(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 _____

EXHIBIT ‘A’
(Attached)

EXHIBIT "A"

ROADWAY AND UTILITY EASEMENT

All that real property situated in the Unincorporated Area, County of Sonoma, State of California, more particularly described as follows:

All that portion of Section 30, Township 10 North, Range 8 West, Mount Diablo Meridian, being more particularly described as follows:

Commencing at the intersection of the center section line of Section 30, Township 10 North, Range 8 West, Mount Diablo Meridian, and the West line of Pine Flat Road as shown on the Parcel Map entitled "Parcel Map No. 88-391", filed in the office of the County Recorder of Sonoma County, in Book 454 of Maps, Page 23-26, Sonoma County Records, said point being the beginning a curve to the left with a radius of 245 feet and having a radial bearing of South 62°30'46" East; thence along said West line and along the arc of said curve, through a central angle of 24°06'11", a length of 103.07 feet, thence continuing along said West line North 03°23'03" East, 43.03 feet to the **True Point of Beginning**; thence leaving said West line North 26°17'25" West, 45.25 feet; thence North 03°10'15" West, 65.67 feet; thence North 14°27'05" East, 40.00 feet; thence North 57°21'19" East, 51.77 feet to the said West line of Pine Flat Road; thence along said West line South 19°43'43" West, 69.83 feet; thence continuing along said West line South 03°23'03" West, 107.25 feet to the True Point of Beginning, containing 3867 square feet more or less.

See Exhibit "B" attached hereto and made a part of this description.

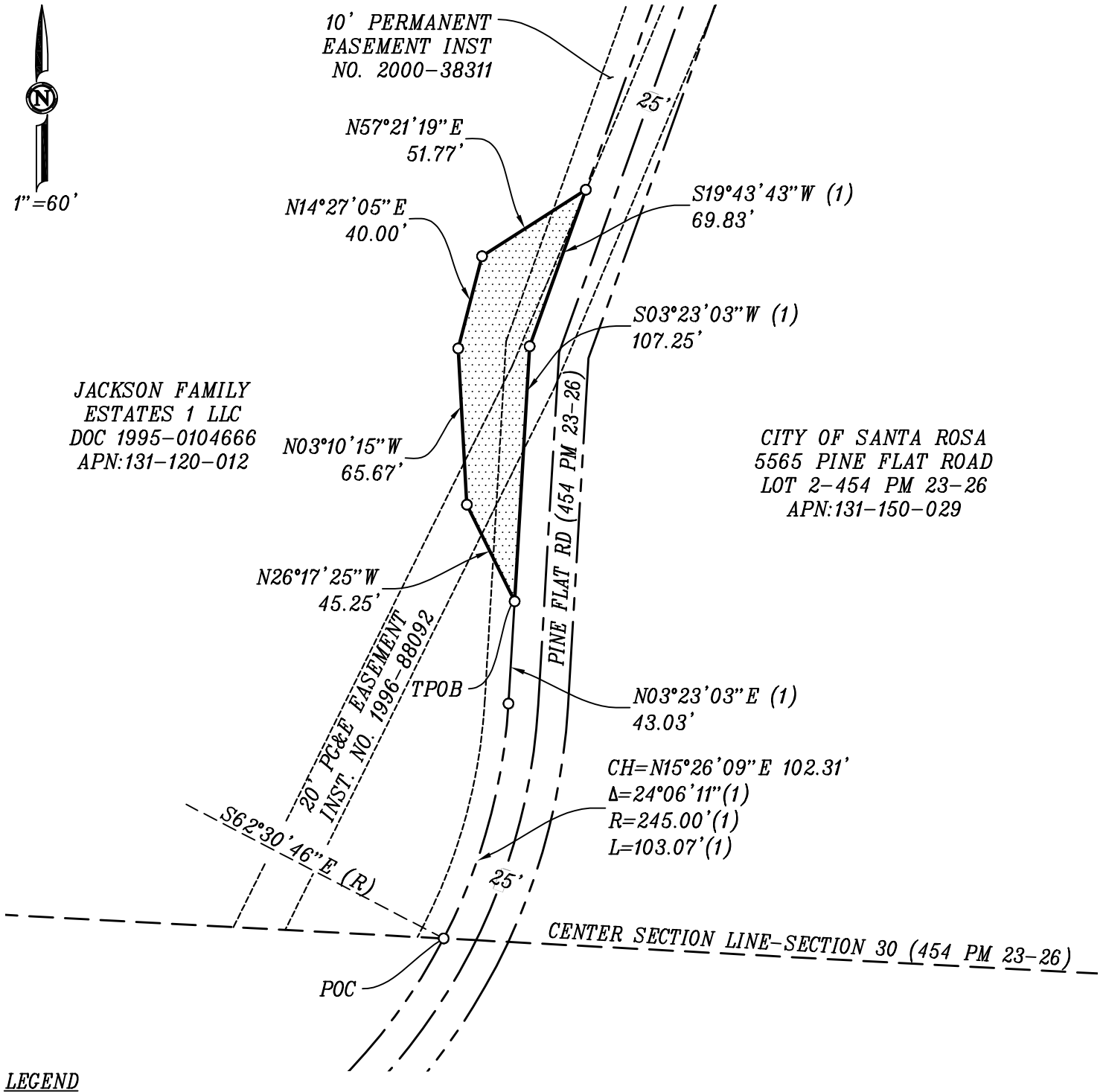
End of Description

The Basis of Bearings for this description is the West line of Pine Flat Road as shown on the Parcel Map entitled "Parcel Map No. 88-391", filed in the office of the County Recorder of Sonoma County, in Book 454 of Maps, Page 23-26, Sonoma County Records

This description has been prepared by me or under my direct supervision in conformance with the Professional Land Surveyors' Act.

Ryan L Ming, P.L.S. 8409 Date 1/25/24

EXHIBIT ‘B’
(Attached)



LEGEND

ROADWAY AND UTILITY EASEMENT 3867 SQFT±

o .....DIMENSION POINT
APN.....ASSESSORS PARCEL NUMBER
POC.....POINT OF COMMENCEMENT
PM.....PARCEL MAP
ROW.....RIGHT OF WAY
TPOB.....TRUE POINT OF BEGINNING
(1).....RECORD DATA PER 454 PM 23-26

PROFESSIONAL LAND SURVEYOR
RYAN L. MING
No. 8409
1/29/24
STATE OF CALIFORNIA

SHEET 1 OF 1

EXHIBIT B

ROADWAY AND UTILITY EASEMENT

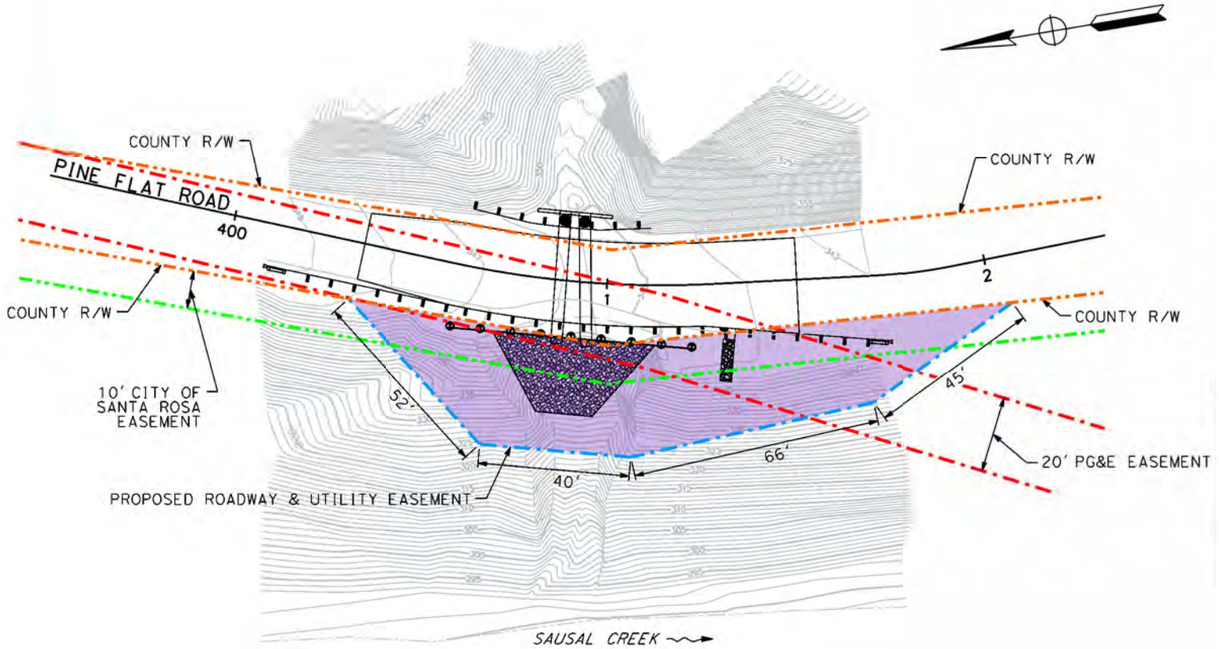
PORTION OF SECTION 30, T10N,R8W, MDM
COUNTY OF SONOMA, STATE OF CALIFORNIA

UNICO ENGINEERING
110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
PHONE: 916.900.6623 | unicoengineering.com

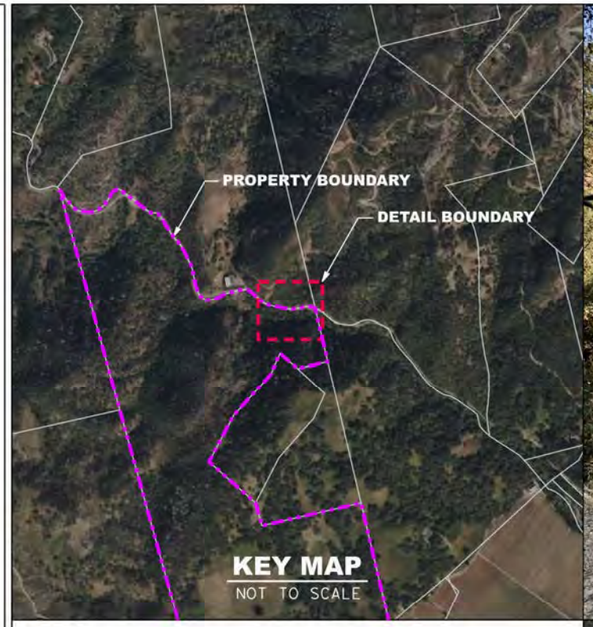
EXHIBIT C

ENCROACHMENT AREA
(Depiction of encroachment area
attached)

THIS PROPERTY OWNER EXHIBIT IS A COMMUNICATION TOOL TO PROVIDE THE AFFECTED PROPERTY OWNER AND RIGHT OF WAY PERSONNEL WITH THE GENERAL IMPACTS THE PROJECT MAY HAVE ON A PARTICULAR PROPERTY.



APN: 131-120-012
OWNER: JACKSON FAMILY ESTATES LLC
ORIGINAL ACRES: 228.00 ACRES
PROPOSED ROADWAY & UTILITY EASEMENT: 0.09 ACRES



		TOTAL	
		ACRES	SQFT
PROPOSED ROADWAY & UTILITY EASEMENT		0.09	3,867±

PROJECT IMPACTS

- CONSTRUCT RETAINING WALL
- CONSTRUCT DRAINAGE IMPROVEMENTS
- PLACE EROSION CONTROL AND REVEGETATION

LEGEND:

- EXISTING RIGHT OF WAY/ PROPERTY BOUNDARY
- PROPOSED ROADWORK
- PROPOSED CENTERLINE (400)
- EXISTING FEATURES
- EXISTING PG&E EASEMENT
- EXISTING CITY OF SANTA ROSA EASEMENT
- PROPOSED ROADWAY & UTILITY EASEMENT

JANUARY 2024

DOKKEN ENGINEERING
110 BLUE RAVINE ROAD, SUITE 200
FOLSOM, CA 95630
(916) 858-0642

SONOMA COUNTY
STORM DAMAGE REPAIR PROJECT
PINE FLAT ROAD PM 11.50

PROPERTY OWNER EXHIBIT

APN 131-120-012

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ATTACHMENT ONE
INSURANCE REQUIREMENTS
(Insurance requirements attached)

ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
GENERAL SERVICES AGREEMENTS

A. Insurance Policies: County shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	$ 2 million per occurrence $ 4 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. **Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage**.
2.	Business auto coverage	$ 2 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if County has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than $ 1 million per accident for bodily injury and property damage.
3.	Workers' compensation and employer's liability	$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the County, its employees, agents and subcontractors.
4.	Pollution Liability	$ 1 million per occurrence $ 2 million aggregate	This policy shall include coverage of claims for Bodily Injury or Property Damage and remediation costs resulting from a pollution incident at the Property caused by or exacerbated by County

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

a. For any claims related to this project, County's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the County's insurance and shall not contribute with it; and,

b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy**. General liability coverage can be provided in the form of an endorsement to County's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: County shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit County from waiving any right of recovery prior to loss. County hereby waives such right with regard to the indemnitees.

2. All insurance coverage amounts provided by County and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.

3. Self-insured retentions above $10,000 must be approved by City. At City's option, County may be required to provide financial guarantees.

4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.

5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.