

COUNTY OF SONOMA
PUBLIC INFRASTRUCTURE
Santa Rosa, California

Date: October 22, 2025

Owner: Marco A. Lepe and Kristin M. Lepe
APN: 134-102-071 (Portion)
Project Name: Todd Rd. & Standish Ave. Project
Grantee Project No.: C19002
Federal Project No.: SON230202

RIGHT OF WAY CONTRACT - PUBLIC HIGHWAY

Exhibit A, in the form of an Easement Deed and Exhibit B in the form of a Temporary Construction Easement Deed, covering the property particularly described in the above instruments, have been executed and delivered to Paragon Partners Consultants, Inc., Consultant for the County of Sonoma on behalf of the acquiring agency, the County of Sonoma ("Grantee").

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

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the Grantee of all further obligation or claims on the account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Exhibit A and Exhibit B for County roadway 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 property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

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. Part 21 and 28 C.F.R. Section 50.3. Further, 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.

2. Grantee shall:

(A) Pay the undersigned Grantor the sum of \$55,109.18 for the property interests conveyed by above documents when title to said property interests vest in the County of Sonoma, a Political Subdivision of the State of California, free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

- a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
- b. Covenants, conditions, restrictions and reservations of record, or contained in the above referenced document.
- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- d. Such matters as may be waived by the Grantee's Right of Way Manager, or designated representative.

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

(C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

3. Any or all monies payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s) be made payable to the mortgage(s) or beneficiary(s) entitled thereunder; said mortgage(s) or beneficiary(s) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

4. Grantor hereby authorizes Grantee to prepare and file escrow instructions in accordance with this Contract on behalf of both parties. This transaction will be handled by Fidelity National Title Company, 600 Bicentennial Way, Suite 300, Santa Rosa, CA 95403; Escrow/File No. FSNX-0012502710-CT.

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the permanent property rights being purchased by the Grantee, including the right to remove and dispose of improvements, shall commence upon acceptance of this contract by the Grantee and deposit of funds in escrow controlling this

transaction, or upon the close of escrow, whichever occurs first, and that the amount of \$55,109.18 includes, but is not limited to, full payment for such possession and use, and damages, if any, from said date.

6. It is further agreed and confirmed by the parties hereto that permission is hereby granted the Grantee or its authorized agent(s), to enter upon Grantor's land where necessary within that certain area (TCE Area) described in Exhibit B for the purpose of a temporary construction easement (TCE). The right of possession and use of the TCE, shall commence on January 15, 2026 and terminate on January 14, 2029. Grantor shall have use of the TCE Area until the Grantee takes physical possession. In case of unpredictable delays in construction, upon written notification to Grantor, the terms of the TCE may be extended by an amendment to this Right of Way Contract. Grantor shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the Grantor for the extension period prior to the expiration of the original period. The Grantee engineer shall notify the Grantor 72 hours prior to the commencement of actual construction or by 10 days written notice, first class mail, delivery deemed completed on date of mailing. Excluding the existing monument sign, if improvements within the Temporary Construction Easement, are removed or damaged pursuant to this Temporary Construction Easement, such improvements will be reconstructed or replaced at Grantee's sole expense upon the termination of the Temporary Construction Easement and the area will be restored to its original condition or as close thereto as is feasible.

7. Grantor and Grantee acknowledge and agree that the Grantor will complete the removal and replacement of the existing monument sign at their sole cost and expense with the funds provided by the Grantee. Furthermore, Grantor hereby acknowledges and agrees that the total monetary compensation paid by Grantee for the benefit of Grantor constitutes the full and complete settlement of any and all claims of Grantor against Grantee in connection with said monument sign. Grantee will bear no responsibility or liability in connection with the removal and replacement of the existing monument sign that is agreed herein to be the sole responsibility of Grantor. Before construction activity commences, Grantee will provide Grantor with a notice to be mailed to the Grantor at the address shown in Paragraph 8 of this contract, stating a timeframe for the existing monument sign to be removed from the acquisition area. If the existing monument sign is not removed from the acquisition area within the timeframe provided in the notice, Grantee shall have the option to remove the monument sign and the Grantor will be responsible for any costs and fees associated with its removal.

8. All formal notices from either party to the other shall be transmitted via email and sent via regular US mail to the representative listed below at the address shown:

GRANTOR: Marco A. Lepe and Kristin M. Lepe
921 Quarry Point
Santa Rosa, CA 95405

GRANTEE: Olguin Caban, Assistant Engineer
County of Sonoma – Public Infrastructure
400 Aviation Blvd, Suite 100
Santa Rosa, CA 95403

9. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor further agrees to hold the Grantee harmless and reimburse the Grantee for any and all of their losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.

10. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.

11. At no expense to the Grantor and at the time of project construction, The Grantee shall construct the improvements as shown: Project Plans for Construction on Todd Road at Standish Avenue Signalization Approved plans on file are on file with County of Sonoma Public Infrastructure.

12. All work done under this Agreement shall conform to all applicable building, fire, and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the Grantee shall be left in as good condition as found.

13. The Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the property that may have occurred prior to Grantor taking title to the property.

The acquisition price of the property interests being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste that requires mitigation under federal or state law, the Grantee may elect to recover its clean-up costs from those who caused or contributed to the contamination.

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

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

16. Grantor understands that this Agreement is subject to the approval of the Grantee. Further, that this Agreement shall have no force or effect unless and until said approval has been obtained.

17. In the event of a breach of this Agreement by Grantor, Grantee shall be entitled to pursue any and all remedies available to it against Grantor, including without limitation, claims for all damages attributable to Grantor's breach, and specific performance of this Agreement.

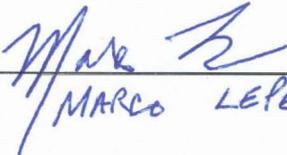
(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

By GRANTOR this 4th day of November, 2025.

By GRANTEE this _____ day of _____, 20____.

GRANTOR:

By: 
MARCO LEPE

Its: _____

By: 
Kristin M. Lepe

Its: _____

GRANTEE:

By: _____
Johannes Hoevertsz
Director of Public Infrastructure

Date: _____

Approved as to Form:

By: _____
Grantee Counsel

Date: _____

Reviewed as to Substance:

By: _____
Right of Way Manager

Date: _____

By: _____
Project Engineer

Date: _____