



**Integrated Waste
Road & Bridge Operations
Sonoma County Airport
Sonoma County Transit**

Johannes J. Hoevertsz, Director

**Trish Pisenti, Deputy Director- Transportation & Operations
Janice Thompson, Deputy Director- Engineering & Maintenance**

Date: December 1, 2022

Kenneth E. Niles, as Trustee of
The Kenneth E. Niles Trust 10/08/1998
Betsy J. Niles, as Trustee of
The Betsy J. Niles Trust 10/08/1998
P. O. Box 298
Sonoma, CA 95476

Re: Watmaugh Road Bridge Replacement Project
Site Address: 201 W. Watmaugh Road, Sonoma, CA 95476
APN: 128-401-019
Federal ID. No: BRLS-5920 (092)

Dear Mr. Niles and Ms. Niles:

The Sonoma County Department of Transportation and Public Works (County) is proposing to replace the existing bridge on Watmaugh Road over Sonoma Creek. The existing bridge has been determined to be seismically unfit and functionally obsolete. The project would remove the existing bridge and construct a replacement bridge within the approximate alignment of the current structure. The new bridge would be wider and support a 32-foot wide roadway, consisting of two 11-foot wide travel lanes and include two 5-foot wide shoulders. The length of the new structure will be 185 feet in length and the approaches to the roadway would also be widened to 32-feet and taper down until it conforms to the existing roadway. The project would be constructed within one spring-summer construction season.

Overland, Pacific & Cutler, LLC, (OPC) has been retained by Sonoma County to assist with the proposed partial fee acquisition, permanent utility easement and temporary construction easement from affected owners. This letter and accompanying paperwork contains material related to an offer to purchase property interests for this public project.

Our preliminary title report shows you to be the owners of property located at 201 W. Watmaugh Road, Sonoma, CA, identified on the attached Map.

Attached for your review are the following documents:

- Appraisal Map (1)
- Summary Statement Relating to the Purchase of Real Property or an Interest Therein (1)
- Appraisal Summary Statement (1)
- Right of Way Contract (3)
- Grant Deed (1)
- Permanent Utility Easement Deed (1)
- Temporary Construction Easement Deed (1)
- Title VI Statement (1)
- Title VI Survey (Voluntary) (1)
- Payee Data Form (1)
- "Your Property, Your Transportation Project" Brochure (1)

Please review the documents closely. This offer is conditional and subject to the approval of the County of

Sonoma and in accordance with the requirements of Section 7267.2 of the Government Code, the County proposes to purchase a partial fee simple interest, a permanent utility easement and a temporary construction easement interest as identified in the attached documents together with any impacted improvements, for the sum of **\$26,900.00**. This amount represents the value of the property interests proposed to be acquired as determined by an independent state licensed and certified appraiser. If there is a lessee in possession of the property and improvements are being acquired, or any other holder of an interest in the subject property, an offset statement or equivalent declaration would be required to confirm respective ownership of those improvements. (Quitclaim Deeds from any lessees or other interest holders as to the area being acquired whether or not improved may also be necessary.)

Per the California Code of Civil Procedure, you are entitled for the County of Sonoma to pay the reasonable cost, not to exceed \$5,000, for an independent appraisal of your property. If you choose to have an independent appraisal done, you must contract for the appraisal. The appraiser must be licensed with the California Office of Real Estate Appraisers. The conditions for reimbursement of these costs are described in the attached Summary Statement Relating to the Purchase of Real Property or an Interest Therein.

The OPC consultant assigned to assist you is Steve Harris. He is prepared to meet and discuss the proposed acquisition with you, and to assist you through the process. Please contact Steve Harris at (916) 768-1875. He will assist in processing all documents, including providing notary public services and escrow coordination. Expenses incidental to transfer of title to the County of Sonoma (identified in the Right of Way Contract) are paid by the County of Sonoma.

Finally, please be aware that nothing in this letter is intended to pre-commit the County of Sonoma to any particular action with respect to the proposed acquisition of this property.

Sincerely,






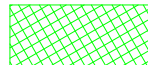


Janice Thompson
Deputy Director
County of Sonoma
Department of Transportation & Public Works

Enclosures (13)

NOTES:

1. ALL CALLOUTS REFERENCE "W" LINE UNLESS OTHERWISE NOTED.
2. FOR ADDITIONAL DETAILS, SEE CONSTRUCTION DETAILS SHEETS.
3. UNLESS OTHERWISE NOTED ON PLANS, SEE CALTRANS STANDARD PLAN A10A AND REVISED STANDARD PLAN A10B FOR ABBREVIATIONS.
4. DRIVEWAYS TO BE RECONSTRUCTED USING "PERMIT-TO-ENTER" ACCESS. TCE NOT REQUIRED.
5. PROPOSED RIGHT OF WAY ACQUISITION WAS ESTABLISHED 10 FT OUTSIDE OF THE TOE OF SLOPE. PROPOSED TCE WAS ESTABLISHED 10 FT OUTSIDE OF PROPOSED RIGHT OF WAY ACQUISITION.
6. FINAL SIZE OF DRAINAGE SWALES PENDING HYDROLOGY AND HYDRAULIC CALCULATIONS.

LEGEND

-  AC PvmT RECONSTRUCTION
-  Const DETAIL REFERENCE
-  CREEK FLOWLINE
-  WORK POINT
- TCE-X TEMPORARY CONSTRUCTION EASEMENT
- PP-ROW-X PROPOSED POWER POLE RIGHT-OF-WAY
- ROW-X PROPOSED RIGHT-OF-WAY ACQUISITION
- UE-X PROPOSED UTILITY EASEMENT
-  PROPOSED RIGHT OF WAY ACQUISITION
-  PROPOSED TEMPORARY CONSTRUCTION EASEMENT
-  PROPOSED UTILITY POLE ANCHOR EASEMENTS
-  PROPOSED UTILITY EASEMENT



SURVEY CONTROL NOTES:

CINQUINI & PASSARINO CONTROL POINT No. 1, BEING A FOUND No. 5 REBAR WITH CAP STAMPED DOTPW ELEVATION = 42.53' (NAVD 88).

THE ORTHOMETRIC ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988) AND WERE DETERMINED BY STATIC GPS TIES TO CGPS STATIONS P199, P200 & P264 WITH PUBLISHED ELLIPSOIDAL HEIGHTS OF (P199 = 184.285'), (P200 = -80.675') AND (P267 = 759.703'), IN ADDITION TO APPLYING THE NGS GEOID HEIGHT MODEL "GEOID2012A".

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH 2011.00 AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING SYSTEMS (CGPS) STATIONS P199 AND STATION P200; BEING SOUTH 59°22'38" EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

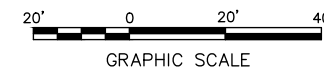
CURVE DATA

No.	R	Δ	T	L
①	5230'	2°24'09"	109.67'	219.31'

ROW/TCE AREA

No.	NAME	AREA
ROW-1	SANGIACOMO	1,279 SF
ROW-2	YAMAKAWA	2,711 SF
TCE-1	SANGIACOMO	6,729 SF
TCE-2	YAMAKAWA	3,997 SF

APN	NAME	RIGHT OF WAY AREAS (SQFT)					
		TOTAL	ROW IN FEE	TCE	ANCHOR	UTILITY	REMAINDER
128-301-015	YAMAKAWA	2,336,994	2,711	3,997	0	0	2,334,283
128-391-011	SANGIACOMO	1,740,222	3,854	6,729	46	2,031	1,736,368
128-341-027	BOOTH & AMOROSO	136,343	220	1,056	0	0	136,123
128-401-019	NILES	196,020	2,865	6,432	0	851	193,155
128-341-026	SANGIACOMO	875,556	2,521	2,842	0	0	873,035



PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

RW-1

DESIGN:	"AS BUILT" INFORMATION TO BE COMPLETED AFTER CONSTRUCTION	DATE	REVISION	BY	APPROVED
DRAWING:					
CHECKED:					
DATE:	REGISTERED CIVIL ENGINEER:				



2185 NORTH CALIFORNIA BLVD, SUITE 500
WALNUT CREEK, CALIFORNIA 94596
(925) 944-5411



COUNTY OF SONOMA
2300 COUNTY CENTER DRIVE, SUITE B 100
SANTA ROSA, CALIFORNIA 95403
(707) 565-2231

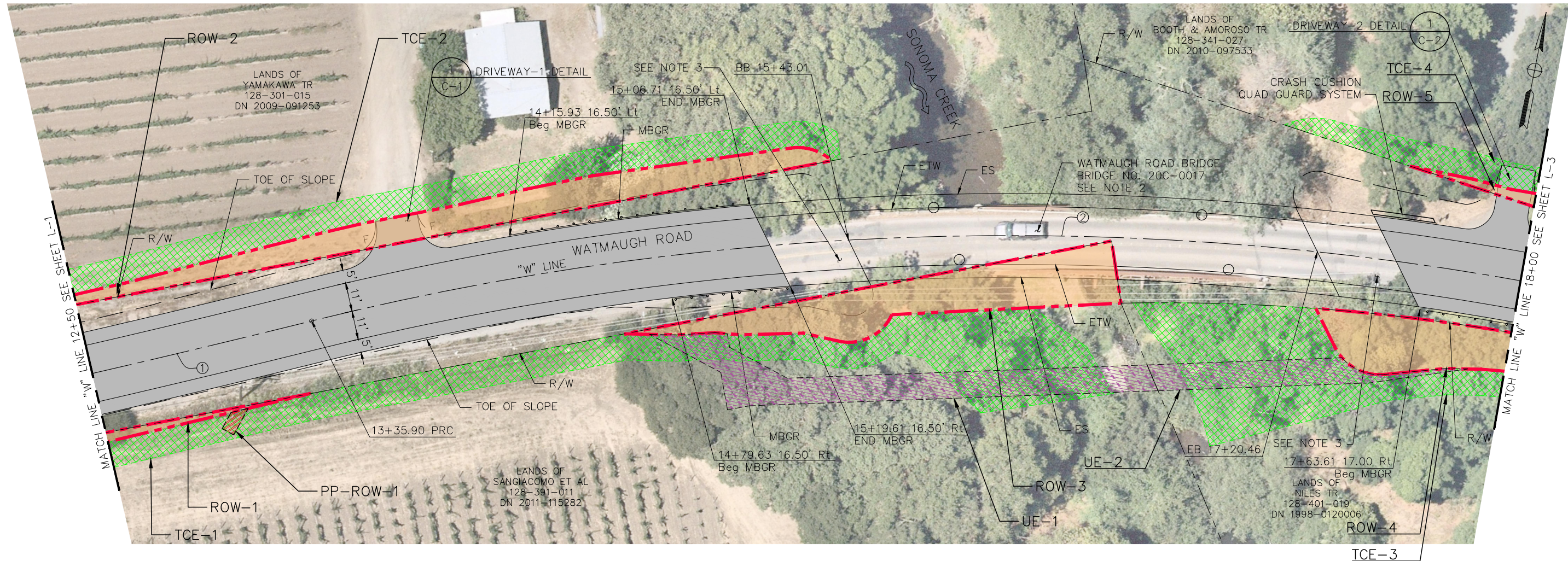
**WATMAUGH ROAD
BRIDGE REPLACEMENT**

**RIGHT OF WAY & TEMPORARY
CONSTRUCTION EASEMENT**

ROAD NUMBER	BUDGET NUMBER	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS
5504	C080001	2013-14	3	-

NOTE:

- FOR OTHER CIVIL NOTES AND LEGEND, SEE SHEET L-1.
- FOR BRIDGE DETAILS, SEE BRIDGE PLANS.
- FOR APPROACH SLAB DETAILS, SEE BRIDGE PLAN.
- FOR RETAINING WALL DETAILS, SEE SHEET R-1.
- DRIVEWAYS TO BE RECONSTRUCTED USING "PERMIT-TO-ENTER" ACCESS. TCE NOT REQUIRED.
- PROPOSED RIGHT OF WAY ACQUISITION WAS ESTABLISHED 10 FT OUTSIDE OF THE TOE OF SLOPE. PROPOSED TCE WAS ESTABLISHED 10 FT OUTSIDE OF PROPOSED RIGHT OF WAY ACQUISITION.
- FINAL SIZE OF DRAINAGE SWALES PENDING HYDROLOGY AND HYDRAULIC CALCULATIONS.



CURVE DATA

No.	R	Δ	T	L
①	5230.00'	2°24'09"	109.67'	219.31'
②	1105.00'	33°20'32"	330.91'	643.04'

ROW/TCE AREA

No.	NAME	AREA
ROW-1	SANGIACOMO	1,279 SF
ROW-2	YAMAKAWA	2,711 SF
ROW-3	SANGIACOMO	2,575 SF
ROW-4	NILES	2,865 SF
ROW-5	BOOTH & AMOROSO	220 SF
TCE-1	SANGIACOMO	6,729 SF
TCE-2	YAMAKAWA	3,997 SF
TCE-3	NILES	6,432 SF
TCE-4	BOOTH & AMOROSO	1,056 SF
PP-ROW-1	SANGIACOMO	46 SF
UE-1	SANGIACOMO	2,031 SF
UE-2	NILES	851 SF



PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

RW-2

DESIGN:	"AS BUILT" INFORMATION TO BE COMPLETED AFTER CONSTRUCTION	DATE	REVISION	BY	APPROVED
DRAWING:					
CHECKED:					
DATE:	REGISTERED CIVIL ENGINEER:				



2185 NORTH CALIFORNIA BLVD, SUITE 500
WALNUT CREEK, CALIFORNIA 94596
(925) 944-5411



COUNTY OF SONOMA
2300 COUNTY CENTER DRIVE, SUITE B 100
SANTA ROSA, CALIFORNIA 95403
(707) 565-2231

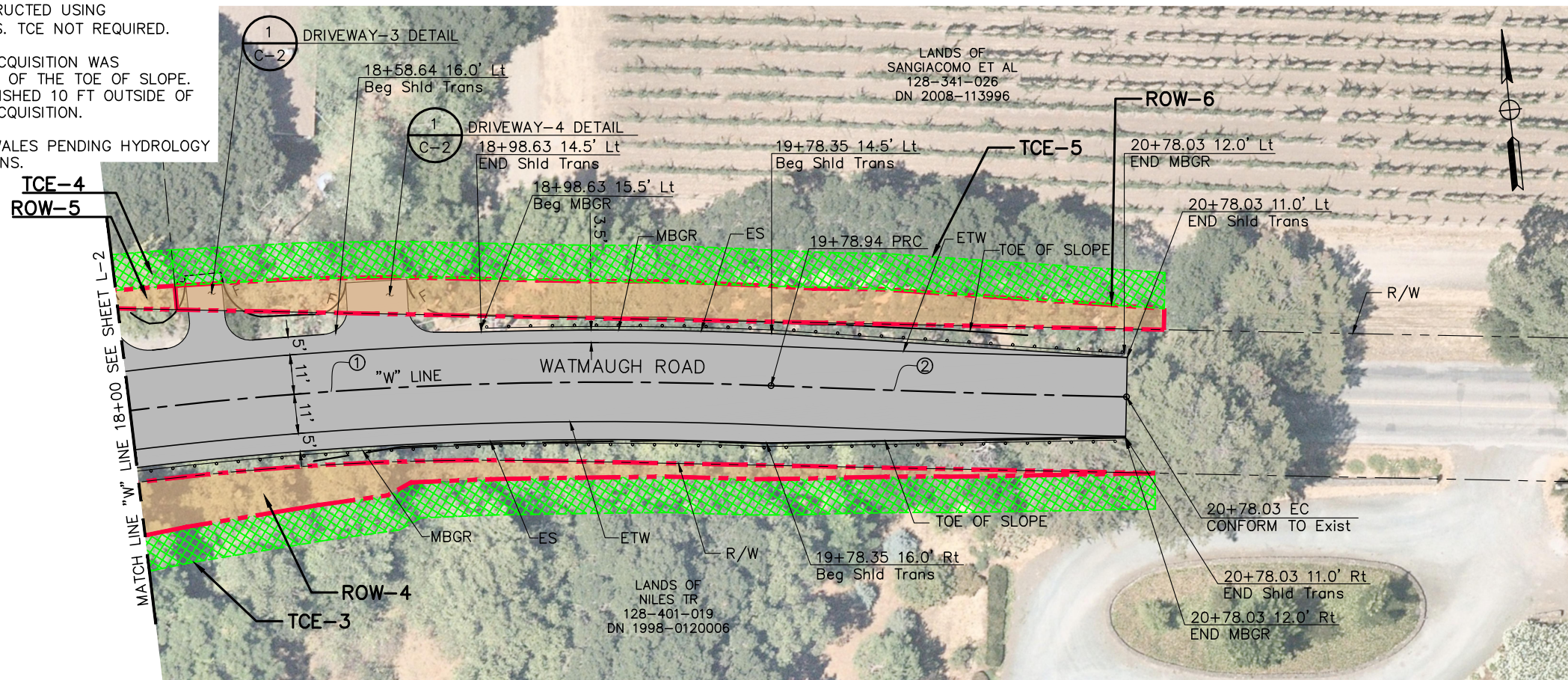
WATMAUGH ROAD
BRIDGE REPLACEMENT

RIGHT OF WAY & TEMPORARY CONSTRUCTION EASEMENT

ROAD NUMBER	BUDGET NUMBER	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS
5504	C080001	2013-14	4	-

NOTE:

1. FOR OTHER CIVIL NOTES AND LEGEND, SEE SHEET L-1.
2. FOR RETAINING WALL DETAILS, SEE SHEET R-1.
3. DRIVEWAYS TO BE RECONSTRUCTED USING "PERMIT-TO-ENTER" ACCESS. TCE NOT REQUIRED.
4. PROPOSED RIGHT OF WAY ACQUISITION WAS ESTABLISHED 10 FT OUTSIDE OF THE TOE OF SLOPE. PROPOSED TCE WAS ESTABLISHED 10 FT OUTSIDE OF PROPOSED RIGHT OF WAY ACQUISITION.
5. FINAL SIZE OF DRAINAGE SWALES PENDING HYDROLOGY AND HYDRAULIC CALCULATIONS.

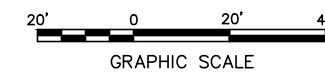


CURVE DATA

No.	R	Δ	T	L
①	1105.00'	33°20'32"	330.91'	643.04'
②	4734.62'	01°11'57"	49.55'	99.09'

ROW/TCE AREA

No.	NAME	AREA
ROW-4	NILES	2,865 SF
ROW-5	BOOTH & AMOROSO	220 SF
ROW-6	SANGIACOMO	2,521 SF
TCE-3	NILES	6,432 SF
TCE-4	BOOTH & AMOROSO	1,056 SF
TCE-5	SANGIACOMO	2,842 SF



PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

RW-3

DESIGN:	"AS BUILT" INFORMATION TO BE COMPLETED AFTER CONSTRUCTION	DATE	REVISION	BY	APPROVED
DRAWING:					
CHECKED:					
DATE:		REGISTERED CIVIL ENGINEER:			



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**WATMAUGH ROAD
BRIDGE REPLACEMENT**

**RIGHT OF WAY & TEMPORARY
CONSTRUCTION EASEMENT**

ROAD NUMBER	BUDGET NUMBER	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS
5504	C080001	2013-14	5	-

COUNTY OF SONOMA

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

The County of Sonoma ("Agency") is proposing to purchase real property or interests therein, and related improvements and appurtenances in connection with the Watmaugh Road Bridge Replacement over Sonoma Creek Project ("Project").

Your property located at 201 W. Watmaugh Road, Sonoma, CA is within the project area and identified by the Sonoma County Assessor as Parcel No. 128-401-019.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that you, as an owner from whom a public agency proposes to purchase real property or an interest therein or as a tenant owning improvements on the property must be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property proposed to be purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.
2. The County of Sonoma will offer to purchase any remnant(s) considered by the County of Sonoma to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, of the real property proposed to be acquired are being conveyed unless other disposition of these improvements has been made. The real property interests proposed to be acquired include: a partial fee simple acquisition of 2,865 square feet, a permanent utility easement of 851 square feet, and a temporary construction easement of 6,432 square feet described in the Right of Way Contract and in the Appraisal Summary Statement delivered contemporaneously with this document.
4. The market value of the property proposed to be acquired is based upon a market value appraisal which is summarized on the attached Appraisal Summary Statement and such amount:
 - A. Represents the full amount of the appraisal of just compensation for the property proposed to be purchased;
 - B. Is not less than the approved appraisal of the fair-market value of the property as improved;
 - C. Disregards any decrease or increase in the fair-market value of the real property proposed to be acquired prior to the date of valuation which might be caused by the Project itself or by the likelihood that the property would be acquired for or in connection with the Project, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - D. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the County of Sonoma.
5. Pursuant to California Code of Civil Procedure Section 1263.025, should you elect to obtain an independent appraisal, The County of Sonoma will pay for the actual reasonable costs up to five thousand dollars (\$5,000) subject to the following conditions:
 - A. You, not the County of Sonoma must order the appraisal. Should you enter into a contract with the selected appraiser, the County of Sonoma will not be a party to the contract.
 - B. The selected appraiser must be licensed with the California Bureau of Real Estate Appraisers (BREA).

COUNTY OF SONOMA

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

- C. Appraisal cost reimbursement requests must be made in writing, and submitted to the County of Sonoma, attention Janice Thompson, at 2300 County Center Drive, Suite B-100 Santa Rosa, CA 95403 within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the County of Sonoma concurrent with submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.
6. The owner of a business conducted on a property proposed to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the California Code of Civil Procedure.
7. If you ultimately elect to reject the County of Sonoma's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
8. You are entitled to receive all benefits that are available through donation to the County of Sonoma of all or part of your interest in the real property sought to be acquired by the County of Sonoma as set out in Street and Highways Code Sections 104.2 and 104.12.
9. Because the Project schedule anticipates use of the property within 56 months of its acquisition the County of Sonoma does not offer to lease this property back to you after acquiring it.

County of Sonoma
Watmaugh Road Bridge Replacement over Sonoma Creek Project
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

APN: 128-401-019

BASIC PROPERTY DATA

OWNERS: Kenneth E. Niles, as Trustee of the Kenneth E. Niles Trust Agreement dated October 8, 1998 and Betsy J. Niles, as Trustee of the Betsy J. Niles Trust Agreement dated October 8, 1998

PROPERTY ADDRESS: 201 W. Watmaugh Road, Sonoma, CA 95476

DATE PROPERTY ACQUIRED BY OWNER: More than five years.

ZONING: DA B6 10, F2 RC100/50 SR VOH

PRESENT USE: Rural Residential

HIGHEST AND BEST USE ①: Continuation of existing use

TOTAL PROPERTY AREA: 4.50± Acres (196,020± SF)

PROPERTY RIGHTS PROPOSED TO BE ACQUIRED: Partial Fee Simple, Permanent Utility Easement and Temporary Construction Easement

INCLUDING ACCESS RIGHTS? YES _____ NO X

DATE OF VALUATION: July 25, 2022

BASIS OF VALUATION

The just compensation being offered by the County of Sonoma (Agency) is not less than the Agency's approved appraisal of the fair market value of the property. The fair market value of the property proposed for acquisition is based on a fair market value appraisal prepared according to accepted appraisal procedures. Where appropriate, sales of comparable properties and income data are utilized. Principal transactions of comparable properties, where evaluated, are included herein (Page 4). The appraiser has given full and careful consideration to the highest and best use for development of the property and to all features inherent in the property, including, but not limited to, zoning, development potential and the income the property is capable of producing.

California Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

- a.) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b.) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

California Code of Civil Procedure Section 1263.321 defines the Value for Nonprofit, Special Use Property as follows:

A just and equitable method of determining the value of nonprofit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision (c) of Section 824 of the Evidence Code.

County of Sonoma
 Watmaugh Road Bridge Replacement over Sonoma Creek Project
 APPRAISAL SUMMARY STATEMENT AND
 SUMMARY OF THE BASIS FOR JUST COMPENSATION
 (Pursuant to Government Code Section 7267.2)

APN: 128-401-019

The market value for the property proposed to be acquired by Agency is based upon Code of Civil Procedure Section 1263.320 (a) as defined on the previous page.

Value of the Entire Property: \$800,000

Value of the Property Rights proposed to be acquired:

- A. Partial Fee Simple: \$ 11,693
 - B. Permanent Utility Easement: \$ 2,431
 - C. Site Improvements: \$ 521
 Wire Mesh Fencing
 - D. Improvements Pertaining to the Realty^②: \$ n/a
 - E. Temporary Construction Easement: \$ 12,264
- \$ 26,909
 (Sum of items A – E)

Partial Fee Simple Calculation – 2,865± SF @ \$4.08/SF x 100%

Permanent Utility Easement Calculation – 851± SF @ \$4.08/SF X 70%

Temporary Construction Easement –
 6,432± SF @ \$4.08/SF x 10% = \$2,625/yr. ÷ 12 mo.= \$219/mo. @ 56 mo.= \$12,264

Severance Damages ^③: \$ N/A

In addition to determining the market value of the parcel(s) sought to be acquired, severance damages were considered. Severance damages are determined based on whether or not the remainder would be diminished in value by reason of the proposed acquisition and/or by the construction of the improvement in the manner proposed. Some severance damage may be mitigated or entirely eliminated by estimating the cost to cure the damage. Where severance damages are found, offsetting benefits are determined. (See Page 5 – Benefits defined.) Under California law, benefits can only be offset against severance damages. If no severance damages are found, there is no application of offsetting benefits.

No severance damages were found for the following reasons:

Construction Contract Work:

Benefits^④: \$ (N/A)

The amount of any other compensation: \$ N/A

JUST COMPENSATION FOR ACQUISITION: \$ 26,909

Rounded to: \$ 26,900

County of Sonoma
Watmaugh Road Bridge Replacement over Sonoma Creek Project
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

APN: 128-401-019

(THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY)

1. The Sales Comparison approach is based on the consideration of comparable land and improved sales.

Indicated value by Sales Comparison Approach \$ 14,645

See Page 4 for principal transactions.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors.

Total Replacement Cost New \$ N/A
Depreciation from all causes \$ N/A
Value of Improvements in Place \$ N/A

Land (estimated by direct sales comparison) \$ N/A
Indicated value by Cost Approach \$ N/A

3. The income approach is based on an analysis of income and expenses to the property.

Overall Capitalization Rate N/A
Net Operating Income \$ N/A
Indicated value by Income Approach \$ N/A

4. Other Indicated Value

\$ N/A

County of Sonoma
 Watmaugh Road Bridge Replacement over Sonoma Creek Project
**APPRAISAL SUMMARY STATEMENT AND
 SUMMARY OF THE BASIS FOR JUST COMPENSATION**
 (Pursuant to Government Code Section 7267.2)

APN: 128-401-019

SUMMARY OF THE BASIS FOR JUST COMPENSATION
Narrative summary of the valuation process supporting compensation:

The comparables used are listed below:

COMPARABLE LAND SALES

SUMMARY OF COMPARABLE LAND SALES						
No.	Property Location	Transaction Type	Transaction Date	Zoning	Actual Sale Price	Total Size (Acres)
1	1605 W Watmaugh Rd Sonoma, CA 95476	Sale	Dec-21	AR B6 5 VOH	\$700,000	5.00
2	18661 Lomita Ave Sonoma, CA 95476	Sale	May-21	RR B6 3, F2 RC50/25	\$550,000	2.63
3	21706 Hyde Sonoma, CA 95476	Sale	Apr-21	AR B6 5, VOH	\$850,000	2.10
4	1908 Thornsberry Rd Sonoma, CA 95476	Sale	Mar-21	RRD B6 40	\$835,000	4.48
5	2606 Knob Hill Rd Sonoma, CA 95476	Sale	Oct-20	DA B6 10, VOH	\$800,000	5.51
Subject	201 West Watmaugh Road, Sonoma, California	---	---	DA B6 10, F2 RC100/50 SR VOH	---	4.50
Compiled by CBRE						

Summary of Comparables:

LAND SALES ADJUSTMENT GRID						
	Subject	Comp No. 1	Comp No. 2	Comp No. 3	Comp No. 4	Comp No. 5
Address	201 Watmaugh Rd	1605 W Watmaugh Rd	18661 Lomita Ave	21706 Hyde	1908 Thornsberry Rd	2606 Knob Hill Rd
Proposed Use	Rural Residential	Rural Residential	Rural Residential	Rural Residential	Rural Residential	Rural Residential
Size (Acres)	4.50	5.00	2.63	2.10	4.48	5.51
Sale Date		Dec-21	May-21	Apr-21	Mar-21	Oct-20
Actual/Allocated Sale Price		\$700,000	\$550,000	\$850,000	\$835,000	\$800,000
Adjusted Sale Price		\$700,000	\$550,000	\$850,000	\$835,000	\$800,000
Unit Price	Per Lot	\$700,000	\$550,000	\$850,000	\$835,000	\$800,000
Property Rights Conveyed		Comparable	Comparable	Comparable	Comparable	Comparable
Financing		Comparable	Comparable	Comparable	Comparable	Comparable
Conditions of Sale		Comparable	Comparable	Comparable	Comparable	Comparable
Market Conditions (Time)		Slightly Inferior	Slightly Inferior	Slightly Inferior	Slightly Inferior	Inferior
		\$700,000	\$550,000	\$850,000	\$835,000	\$800,000
Location		Comparable	Superior	Comparable	Superior	Comparable
Exposure / Traffic		Inferior	Superior	Superior	Superior	Superior
Shape		Superior	Comparable	Superior	Slightly Superior	Comparable
Access		Comparable	Comparable	Comparable	Inferior	Comparable
Lot Size		Slightly Superior	Inferior	Inferior	Comparable	Superior
Zoning		Comparable	Comparable	Comparable	Comparable	Comparable
Utilities		Slightly Inferior	Slightly Inferior	Comparable	Slightly Inferior	Slightly Inferior
Net Adjustment		Inferior	Inferior	Superior	Superior	Comparable
Estimated Unit Value				\$800,000		
Compiled by CBRE						

CONCLUSION

The comparables indicate an overall range of \$550,000 to \$850,000 per lot, with an average of \$747,000 per lot and median of \$800,000 per lot. The value of the subject is best supported by Comparable 4 (\$800,000) due to generally offsetting factors.

Based on the subject’s physical and location characteristics, and considering overall utility and development appeal, the subject’s land value is concluded near the upper middle of the bracketed range at \$800,000 per lot.

CONCLUDED LAND VALUE		
\$ Per Lot	Site Area	Total
\$800,000	196,020	= \$800,000
Indicated Value:		\$800,000
	(Rounded Average \$PSF)	\$4.08
Compiled by CBRE		

DEFINITIONS*

- ① Highest and Best Use Analysis
Highest and best use is defined as the reasonably probable use of land which is legally permissible, physically possible, and financially feasible that results in the highest value. Highest and best use analysis is used in the appraisal process to identify comparable properties and, where applicable, to determine whether the existing improvements should be retained, renovated, or demolished.
- ② Improvements Pertaining to the Realty (if any)
 Machinery, Fixtures and Equipment identified here were separately valued as improvements pertaining to the realty. Prior to escrow close, owner and lessee must agree (and confirm in writing) as to ownership of said improvements pertaining to the realty.
- ③ Severance Damages (Applies to Proposed Partial Acquisitions)
 The appraisal also determines whether or not the District’s proposed acquisition results in damages to the remaining property. The basis for this determination is whether or not the value of the remainder is diminished by reason of the anticipated acquisition of the property interest being acquired and the construction of the improvement in the manner proposed. Severance Damages may be mitigated or entirely eliminated by estimating the cost to cure the damages. (Cost to Cure)
- ④ Benefits (Applies to Proposed Partial Acquisitions)
 Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is acquired in the manner proposed.

* *These definitions are general and provided to assist in the discussion related to the proposed acquisition. They are not intended to be legal definitions.*

County of Sonoma
Watmaugh Road Bridge Replacement over Sonoma Creek Project
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

APN: 128-401-019

An owner-occupant of a residential property containing four (4) units or less has a right to review the appraisal on which the written offer to purchase is based.

Appraisal Summary and Offer of Just Compensation
Authorized and Approved for Presentation:

County of Sonoma

By: _____

Title: _____

Date: _____

**COUNTY OF SONOMA
DEPT. OF TRANSPORTATION AND PUBLIC
WORKS**

Santa Rosa, California

Date: December 1, 2022

Federal ID No.: BRLS-5920 (092)
Owner: Kenneth E. Niles, as Trustee of The Kenneth E. Niles Trust Agreement dated October 8, 1998 and Betsy J. Niles, as Trustee of The Betsy J. Niles Trust Agreement dated October 8, 1998
APN: 128-401-019
Project Name: Watmaugh Road Bridge Replacement Project
County Project No.: CO8001

RIGHT OF WAY CONTRACT - PUBLIC HIGHWAY

Exhibit A, in the form of a Grant Deed, and Exhibit B, in the form of a Permanent Utility Easement Deed, and Exhibit C, in the form of a Temporary Construction Easement Deed covering the property particularly described in the above instruments, have been executed and delivered to Steve Harris of Overland, Pacific & Cutler, LLC, Right of Way Consultant for the County of Sonoma on behalf of the acquiring agency, the County of Sonoma ("County").

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 County of Sonoma 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 Exhibits A, B and C, for County roadway and bridge 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 Section 50.3.

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. The County of Sonoma shall:

(A) Pay the undersigned Grantor the sum of \$26,900.00 for the property of interest conveyed by above documents when title to said property interests vest in the County of Sonoma, a political subdivision of the State of California, and an easement interest vests in Pacific Gas and Electric Company 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 County of Sonoma'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 County, 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 County to prepare and file escrow instructions in accordance with this Contract on behalf of both parties. This transaction will be handled by First American Title Company, 2230 East Bidwell Street, Suite 100, Folsom, CA 95630; Escrow No. 3420-6448989.

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 County of Sonoma and by the County of Sonoma on behalf of Pacific Gas and Electric Company, including the right to remove and dispose of improvements, shall commence upon acceptance of this contract by the County of Sonoma and deposit of funds in escrow controlling this transaction, or upon the close of escrow, whichever occurs first, and that the amount of \$26,900.00 includes, but is not limited to, full payment for such possession and use, and damages, if any, from said date.

6. It is agreed and confirmed by the parties hereto that permission is hereby granted the County of Sonoma or its authorized agent(s), to enter upon Grantor's land where necessary within that certain area (TCE Area) described in Exhibit C for the purpose of a temporary construction easement (TCE) to include, but not limited to, work area, storage of materials and equipment, including trucks and tractors, as well as ingress to and egress from the property during construction period as shown in the TCE. The TCE shall commence on May 1, 2023 and terminate on December 31, 2027, or upon the filing of the Notice of Completion. The amount of \$26,900.00 includes, but is not limited to, full payment for such possession and use, and damages, if any, from said date. The Grantor shall have full use of the TCE Area until the County of Sonoma takes physical possession. Grantor and County also agree the TCE area to be non-exclusive and Grantor may have joint use of the TCE area during the term of the TCE. 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 County 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.

7. 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 County of Sonoma harmless and reimburse the County of Sonoma 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.

8. 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.

9. At no expense to the Grantor and at the time of the project construction, County of Sonoma and PG&E shall construct the following improvements as shown on approved plans on file with the Department of Transportation and Public Works: None.

10. 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 County of Sonoma and/or PG&E, shall be left in as good condition as found.

11. 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 County may elect to recover its clean-up costs from those who caused or contributed to the contamination.

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

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

14. In the event of a breach of this Agreement by Grantor, County 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.

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

By GRANTOR this ____ day of _____, 20____.

By COUNTY this ____ day of _____, 20____.

(Collectively) GRANTOR:

The Kenneth E. Niles Trust Agreement dated October 8, 1998

By: _____
Kenneth E. Niles, Trustee

The Betsy J. Niles Trust Agreement dated October 8, 1998

By: _____
Betsy J. Niles, Trustee

COUNTY OF SONOMA:

By: _____
Johannes Hovertsz
Director, Department of
Transportation and Public Works

Date: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

By: _____
Supervising Right of Way Agent

Date: _____

By: _____
Project Engineer

Date: _____

EXHIBIT A

GRANT DEED

RECORDING REQUESTED BY
COUNTY OF SONOMA
First American Title Company
Order No. 3420-6448989

.....
WHEN RECORDED, RETURN TO:
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS
2300 County Center Drive, Suite B 100
Santa Rosa, CA 95403

No Documentary Transfer Tax per
R&T Code 11922

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Project Name: Watmaugh Road Bridge Replacement over Sonoma Creek
APN: (portion) 128-401-019
Dated: _____

Record free per Gov. Code
6103. Required by Sonoma
County Dept. of
Transportation and Public
Works for public works
project.

GRANT DEED

**KENNETH E. NILES, AS TRUSTEE OF THE KENNETH E. NILES
TRUST AGREEMENT DATED OCTOBER 8, 1998 AND BETSY J.
NILES, AS TRUSTEE OF THE BETSY J. NILES TRUST AGREEMENT
DATED OCTOBER 8, 1998, (hereinafter referred to as "Grantors"),**

**GRANT TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA,**

all that real property situated in the unincorporated area of the County of Sonoma, State of
California, described and depicted as follows:

**SEE EXHIBIT'S "A" and "B" ATTACHED
HERETO AND MADE A PART HEREOF**

**THE KENNETH E. NILES TRUST AGREEMENT
DATED OCTOBER 8, 1998**

By: _____
Kenneth E. Niles, as Trustee

**THE BETSY J. NILES TRUST AGREEMENT
DATED OCTOBER 8, 1998**

By: _____
Betsy J. Niles, as Trustee

(Attach notary acknowledgement + Certificate of Acceptance)

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)

EXHIBIT A
LEGAL DESCRIPTION
RIGHT-OF-WAY ACQUISITION

Lying within the unincorporated area of the County of Sonoma, State of California and being a portion of the lands of Kenneth E. Niles, as Trustee of the Kenneth E. Niles Trust Agreement dated October 8, 1998, as to an undivided one-half (1/2) interest, and Betsy J. Niles, as Trustee of the Betsy J. Niles Trust Agreement dated October 8, 1998, as to an undivided one-half (1/2) interest, as described by Quitclaim Deed recorded under Document Number 1998-0120006, Sonoma County Records, said portion is more particularly described as follows:

Commencing at the northwest corner of the lands of Steven A. Sangiacomo, Michael J. Sangiacomo and Mia A. Pucci, as Co-Trustees of the GST Trust FBO Steven A. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 25.003% interest; Mia A. Pucci, Michael J. Sangiacomo and Steven A. Sangiacomo, as Co-Trustees of the GST Trust FBO Mia A. Pucci under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 25.003% interest; Michael J. Sangiacomo, Mia A. Pucci and Steven A. Sangiacomo, as Co-Trustees of the GST Trust FBO Michael J. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 24.994% interest; Michael J. Sangiacomo, as Trustee of the GST Trust FBO Michael J. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.333% interest; Mia A. Pucci, as Trustee of the GST Trust FBO Mia A. Pucci under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.333% interest; and Steven A. Sangiacomo, as Trustee of the GST Trust FBO Steven A. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.334% interest, as described by Quitclaim Deed recorded under Document Number 2011-115282, Sonoma County Records, also being a point on the southerly right-of-way of Watmaugh Road, from which a 1/2-inch iron pipe, not tagged, bears South 23°58'31" East 17.89 feet, and also from which a 1/2-inch iron pipe, not tagged, bears South 64°06'37" West 267.41 feet, as shown on that Record of Survey filed in Book 759 of Maps, at Page 45, Sonoma County Records; thence along said southerly right-of-way North 67°58'11" East 709.54 feet to the northeast corner of said lands; thence along said southerly right-of-way and along the easterly line of said lands South 19°48'06" East 23.95 feet; thence leaving said easterly line, along said southerly right-of-way a non-tangent curve to the right, the radius point of which bears South 12°24'21" East 780.00 feet, through a central angle of 5°27'27", for a length of 74.29 feet to the POINT OF BEGINNING; thence continuing along said southerly right-of-way, along a curve to the right, having a radius of 780.00 feet, through a central angle of 13°51'42", for a length of 188.71 feet; thence South 83°05'13" East 169.74 feet; thence leaving said southerly right-of-way North 85°13'20" West 57.93 feet; thence North 82°28'22" West 3.50 feet; thence North 85°17'43" West 35.51 feet; North 84°45'27" West 14.68 feet; thence North 82°39'43" West 24.67 feet; thence North 85°04'52" West 48.80 feet; thence North 86°35'33" West 22.19 feet; thence South 66°41'05" West 7.41 feet; thence South 87°46'28" West 19.26 feet; thence South 86°20'52" West 37.30 feet; thence South 83°58'10" West 20.62 feet; thence South 80°06'15" West 13.81 feet; thence South 73°08'47" West 23.45 feet; thence along a curve

Cinquini & Passarino, Inc.
1360 North Dutton Avenue, Suite 150
Santa Rosa, CA 95401

Page 1 of 2

CPI No.: 6506-12
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com

to the right, having a radius of 19.00 feet, through a central angle of 69°30'37", for a length of 23.05 feet; thence North 37°20'36" West 16.25 feet to the POINT OF BEGINNING.

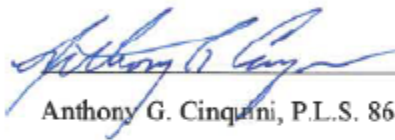
Containing 2,865 square feet more or less.

END OF DESCRIPTION

Being a portion of APN 128-401-019

Basis of Bearing, being Record of Survey filed in Book 759 of Maps, Page 45, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, P.L.S. 8614




Date

Cinquini & Passarino, Inc.
1360 North Dutton Avenue, Suite 150
Santa Rosa, CA 95401

Page 2 of 2

CPI No.: 6506-12
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com

CERTIFICATE OF ACCEPTANCE
(Insert)

EXHIBIT B

EASEMENT DEED

Utility Distribution Easement (02/2020)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Sample PG&E easement
Dated: 10-4-22
Subject to Change

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD#

EASEMENT DEED

KENNETH E. NILES, AS TRUSTEE OF THE KENNETH E. NILES TRUST AGREEMENT DATED OCTOBER 8, 1998, AND BETSY J. NILES, AS TRUSTEE OF THE BETSY J. NILES TRUST AGREEMENT DATED OCTOBER 8, 1998,

hereinafter "Collectively" called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the **unincorporated area of the** County of Sonoma, State of California, described as follows:

(APN 128-401-019)

**SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF**

The easement area is described as follows:

**SEE EXHIBIT'S "B" AND "C" ATTACHED
HERETO AND MADE A PART HEREOF**

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Public

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____

THE KENNETH E. NILES TRUST
AGREEMENT DATED OCTOBER 8, 1998

By: _____
Kenneth E. Niles, as Trustee

THE BETSY J. NILES TRUST AGREEMENT
DATED OCTOBER 8, 1998

By: _____
Betsy J. Niles, as Trustee

Public

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,
Insert name
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 of Notary Public (Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

Public

EXHIBIT A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

ALL THAT PORTION OF THAT CERTAIN PARCEL CONVEYED TO ROY A. BRONSON AND LOLA J. BRONSON BY INGA BALLEY BY DEED RECORDED JULY 17, 1961, IN BOOK 1834, OF OFFICIAL RECORDS, PAGE 826, SONOMA COUNTY RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON PIPE AT THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY WITH THE NORTHERLY LINE OF WEST WATMAUGH ROAD, SAID IRON PIPE MARKING THE SOUTHEASTERLY CORNER OF THE PARCEL DESCRIBED IN THE INSTRUMENT RECORDED JUNE 13, 1961, IN BOOK 1828, OF OFFICIAL RECORDS, PAGE 885, SONOMA COUNTY RECORDS; THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SAID NORTHERLY LINE OF WEST WATMAUGH ROAD, BEING IDENTICAL WITH THE SOUTHERLY LINE OF THE SAID PARCEL DESCRIBED IN BOOK 1828 OF OFFICIAL RECORDS, PAGE 885, NORTH 83° 11' WEST, 887.03 FEET; THENCE, LEAVING SAID LINE, SOUTH 06° 49' WEST, 40.00 FEET TO A RAILROAD SPIKE SET IN THE BASE OF A LARGE CYPRESS TREE IN THE SOUTHERLY LINE OF SAID WEST WATMAUGH ROAD, SAID LINE BEING IDENTICAL WITH THE NORTHERLY LINE OF THE SAID BRONSON PARCEL, AND BEING THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED, AND FROM WHICH POINT A SET 1/2 INCH IRON PIPE ON THE NORTHERLY BANK OF SONOMA CREEK BEARS SOUTH 11° 04' 30" WEST, 579.21 FEET DISTANT; THENCE, FROM SAID TRUE POINT OF BEGINNING, ALONG THE SAID SOUTHERLY LINE OF WEST WATMAUGH ROAD AND THE SAID NORTHERLY LINE OF THE BRONSON PARCEL, NORTH 83° 11' WEST 324.77 FEET; THENCE CONTINUING ALONG SAID LINE, ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 780 FEET, FOR A DISTANCE OF 263 FEET MORE OR LESS, TO THE CENTER OF SONOMA CREEK; THENCE, DOWN THE SAID CENTER OF SONOMA CREEK TO A POINT WHICH BEARS SOUTH 06° 49' WEST FROM THE AFORESAID 1/2" IRON PIPE ON THE NORTHERLY BANK OF SONOMA CREEK; THENCE, FROM SAID POINT, NORTH 06° 49' EAST, 79 FEET, MORE OR LESS, TO THE SAID 1/2" IRON PIPE; THENCE, NORTH 11° 04' 30" EAST, 579.21 FEET TO THE SAID TRUE POINT OF BEGINNING.

APN: 128-401-019-000

EXHIBIT B

LEGAL DESCRIPTION UTILITY EASEMENT

Lying within the unincorporated area of the County of Sonoma, State of California and being a portion of the lands of Kenneth E. Niles, as Trustee of the Kenneth E. Niles Trust Agreement dated October 8, 1998, as to an undivided one-half (1/2) interest, and Betsy J. Niles, as Trustee of the Betsy J. Niles Trust Agreement dated October 8, 1998, as to an undivided one-half (1/2) interest, as described by Quitclaim Deed recorded under Document Number 1998-0120006, Sonoma County Records, said portion is more particularly described as follows:

Commencing at the northwest corner of the lands of Steven A. Sangiacomo, Michael J. Sangiacomo and Mia A. Pucci, as Co-Trustees of the GST Trust FBO Steven A. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 25.003% interest; Mia A. Pucci, Michael J. Sangiacomo and Steven A. Sangiacomo, as Co-Trustees of the GST Trust FBO Mia A. Pucci under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 25.003% interest; Michael J. Sangiacomo, Mia A. Pucci and Steven A. Sangiacomo, as Co-Trustees of the GST Trust FBO Michael J. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 24.994% interest; Michael J. Sangiacomo, as Trustee of the GST Trust FBO Michael J. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.333% interest; Mia A. Pucci, as Trustee of the GST Trust FBO Mia A. Pucci under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.333% interest; and Steven A. Sangiacomo, as Trustee of the GST Trust FBO Steven A. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.334% interest, as described by Quitclaim Deed recorded under Document Number 2011-115282, Sonoma County Records, also being a point on the southerly right-of-way of Watmaugh Road, from which a 1/2-inch iron pipe, not tagged, bears South 23°58'31" East 17.89 feet, and also from which a 1/2-inch iron pipe, not tagged, bears South 64°06'37" West 267.41 feet, as shown on that Record of Survey filed in Book 759 of Maps, at Page 45, Sonoma County Records; thence along said southerly right-of-way North 67°58'11" East 709.54 feet; thence South 19°48'06" East 23.95 feet to the northwesterly corner of said lands of Niles Trust; thence leaving said northwesterly corner, easterly along said southerly right-of-way of Watmaugh Road, along a non-tangent curve to the right, the radius point of which bears South 12°24'21" East 780.00 feet, through a central angle of 5°27'27", for a length of 74.29 feet; thence leaving said southerly right-of-way South 37°20'36" East 16.25 feet; thence along a curve to the left having a radius of 19.00 feet, through a central angle of 15°10'49", for a length of 5.03 feet to the POINT OF BEGINNING; thence continuing along said curve to the left having a radius of 19.00 feet, through a central angle of 54°19'49", for a length of 18.02 feet; thence North 73°08'47" East 23.45 feet; thence North 80°06'15" East 8.37 feet; thence South 70°38'35" West 37.90 feet; thence South 76°39'02" West 80.44 feet to the common boundary of said lands of Sangiacomo Et Al. and said lands of Niles Trust; thence along said common boundary North 34°10'06" West 10.70 feet; from which the northwesterly corner of said lands of Niles Trust bears North 34°10'06" West 25.55 feet; thence leaving said common boundary North 76°39'02" East 74.27 feet to the POINT OF BEGINNING.

Containing 851 square feet more or less.

Cinquini & Passarino, Inc.
1360 North Dutton Avenue, Suite 150
Santa Rosa, CA 95401

Page 1 of 2

CPI No.: 6506-12
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com

END OF DESCRIPTION

Being a portion of APN 128-401-019.

Basis of Bearings: Record of Survey filed in Book 759 of Maps, Page 45, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, P.L.S. 8614



6/10/2022
Date

Cinquini & Passarino, Inc.
1360 North Dutton Avenue, Suite 150
Santa Rosa, CA 95401

Page 2 of 2

CPI No.: 6506-12
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com

CERTIFICATE OF ACCEPTANCE

(Insert)

EXHIBIT C

TEMPORARY EASEMENT DEED

**RECORDING REQUESTED BY
COUNTY OF SONOMA
First American Title Company
Order No. 3420-6448989**

.....
**WHEN RECORDED, RETURN TO:
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS
2300 County Center Drive, Suite B 100
Santa Rosa, CA 95403**

No Documentary Transfer Tax per
R&T Code 11922

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Project Name: Watmaugh Road Bridge Replacement over Sonoma Creek
APN: (portion) 128-401-019
Dated: _____

**Record free per Gov. Code
6103. Required by Sonoma
County Dept. of
Transportation and Public
Works for public works
project.**

**GRANT OF TEMPORARY CONSTRUCTION
EASEMENT**

**KENNETH E. NILES, AS TRUSTEE OF THE KENNETH E. NILES
TRUST AGREEMENT DATED OCTOBER 8, 1998 AND BETSY J.
NILES, AS TRUSTEE OF THE BETSY J. NILES TRUST AGREEMENT
DATED OCTOBER 8, 1998, (hereinafter referred to as "Grantors"),**

**GRANT TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA,**

An exclusive TEMPORARY CONSTRUCTION EASEMENT for all purposes necessary for the construction of improvements for the Watmaugh Road Bridge Replacement over Sonoma Creek Project. Such purposes, as necessary, to include, but not limited to, work area, storage of materials and equipment, including trucks and tractors, as well as ingress to and egress from the property during the construction period shown below.

**THE TEMPORARY CONSTRUCTION EASEMENT CONSISTS OF THE FOLLOWING
DESCRIBED PARCEL:**

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described and depicted as follows:

SEE EXHIBIT'S "A" and "B" ATTACHED

Said Temporary Construction Easement shall commence on May 1, 2023 and terminate on December 31, 2027, or upon the filing of the Notice of Completion at the Sonoma County Recorder's Office for the project entitled "Watmaugh Road Bridge Replacement over Sonoma Creek Project", whichever shall occur first.

SIGNATURES ON FOLLOWING PAGE

**GRANTORS:
THE KENNETH E. NILES TRUST AGREEMENT
DATED OCTOBER 8, 1998**

By: _____
Kenneth E. Niles, as Trustee

**THE BETSY J. NILES TRUST AGREEMENT
DATED OCTOBER 8, 1998**

By: _____
Betsy J. Niles, as Trustee

(Attach notary acknowledgement + Certificate of Acceptance)

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)

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

Lying within the unincorporated area of the County of Sonoma, State of California and being a portion of the lands of Kenneth E. Niles, as Trustee of the Kenneth E. Niles Trust Agreement dated October 8, 1998, as to an undivided one-half (1/2) interest, and Betsy J. Niles, as Trustee of the Betsy J. Niles Trust Agreement dated October 8, 1998, as to an undivided one-half (1/2) interest, as described by Quitclaim Deed recorded under Document Number 1998-0120006, Sonoma County Records, said portion is more particularly described as follows:

Commencing at the northwest corner of the lands of Steven A. Sangiacomo, Michael J. Sangiacomo and Mia A. Pucci, as Co-Trustees of the GST Trust FBO Steven A. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 25.003% interest; Mia A. Pucci, Michael J. Sangiacomo and Steven A. Sangiacomo, as Co-Trustees of the GST Trust FBO Mia A. Pucci under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 25.003% interest; Michael J. Sangiacomo, Mia A. Pucci and Steven A. Sangiacomo, as Co-Trustees of the GST Trust FBO Michael J. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 24.994% interest; Michael J. Sangiacomo, as Trustee of the GST Trust FBO Michael J. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.333% interest; Mia A. Pucci, as Trustee of the GST Trust FBO Mia A. Pucci under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.333% interest; and Steven A. Sangiacomo, as Trustee of the GST Trust FBO Steven A. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.334% interest, as described by Quitclaim Deed recorded under Document Number 2011-115282, Sonoma County Records, also being a point on the southerly right-of-way of Watmaugh Road, from which a 1/2-inch iron pipe, not tagged, bears South 23°58'31" East 17.89 feet, and also from which a 1/2-inch iron pipe, not tagged, bears South 64°06'37" West 267.41 feet, as shown on that Record of Survey filed in Book 759 of Maps, at Page 45, Sonoma County Records; thence along said southerly right-of-way North 67°58'11" East 709.54 feet to the northeast corner of said lands; thence along said southerly right-of-way and along the easterly line of said lands South 19°48'06" East 23.95 feet; thence leaving said easterly line, along said southerly right-of-way a non-tangent curve to the right, the radius point of which bears South 12°24'21" East 780.00 feet, through a central angle of 0°19'35", for a length of 4.44 feet to the POINT OF BEGINNING; thence continuing along said southerly right-of-way, along a curve to the right, having a radius of 780.00 feet, through a central angle of 5°07'51", for a length of 69.85 feet; thence leaving said southerly right-of-way South 37°20'36" East 16.25 feet; thence along a curve to the left, having a radius of 19.00 feet, through a central angle of 69°30'37", for a length of 23.05 feet; thence North 73°08'47" East 23.45 feet; thence North 80°06'15" East 13.81 feet; thence North 83°58'10" East 20.62 feet; thence North 86°20'52" East 37.30 feet; thence North 87°46'28" East 19.26 feet; thence North 66°41'05" East 7.41 feet; thence South 86°35'33" East 22.19 feet; thence South 85°04'52" East 48.80 feet; thence South 82°39'43" East 24.67 feet; thence South 84°45'27" East 14.68 feet; thence South 85°17'43" East 35.51 feet; thence South 82°28'22" East 3.50 feet; thence South 85°13'20" East 57.93 feet to a point on said southerly right-of-way; thence leaving said

Cinquini & Passarino, Inc.
1360 North Dutton Avenue, Suite 150
Santa Rosa, CA 95401

Page 1 of 2

CPI No.: 6506-12
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

southerly right-of-way South 4°44'37" West 10.00 feet; thence North 85°15'41" West 49.06 feet; thence North 84°18'14" West 12.65 feet; thence North 85°08'07" West 50.24 feet; thence North 82°39'43" West 24.61 feet; thence North 85°04'53" West 48.43 feet; thence North 86°35'33" West 19.70 feet; thence South 66°41'05" West 6.90 feet; thence South 87°46'28" West 20.88 feet; thence South 86°21'09" West 37.12 feet; thence South 83°58'21" West 20.01 feet; thence South 80°06'15" West 12.90 feet; thence South 73°08'47" West 22.31 feet; thence South 64°24'48" West 70.20 feet; thence North 25°35'12" West 10.00 feet; thence North 35°22'33" West 23.64 feet; thence North 50°25'39" West 17.98 feet; thence North 43°18'33" West 11.02 feet to the POINT OF BEGINNING.

Containing 6,432 square feet more or less.

END OF DESCRIPTION

Being a portion of APN 128-401-019

Basis of Bearing, being Record of Survey filed in Book 759 of Maps, Page 45, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, P.L.S. 8614

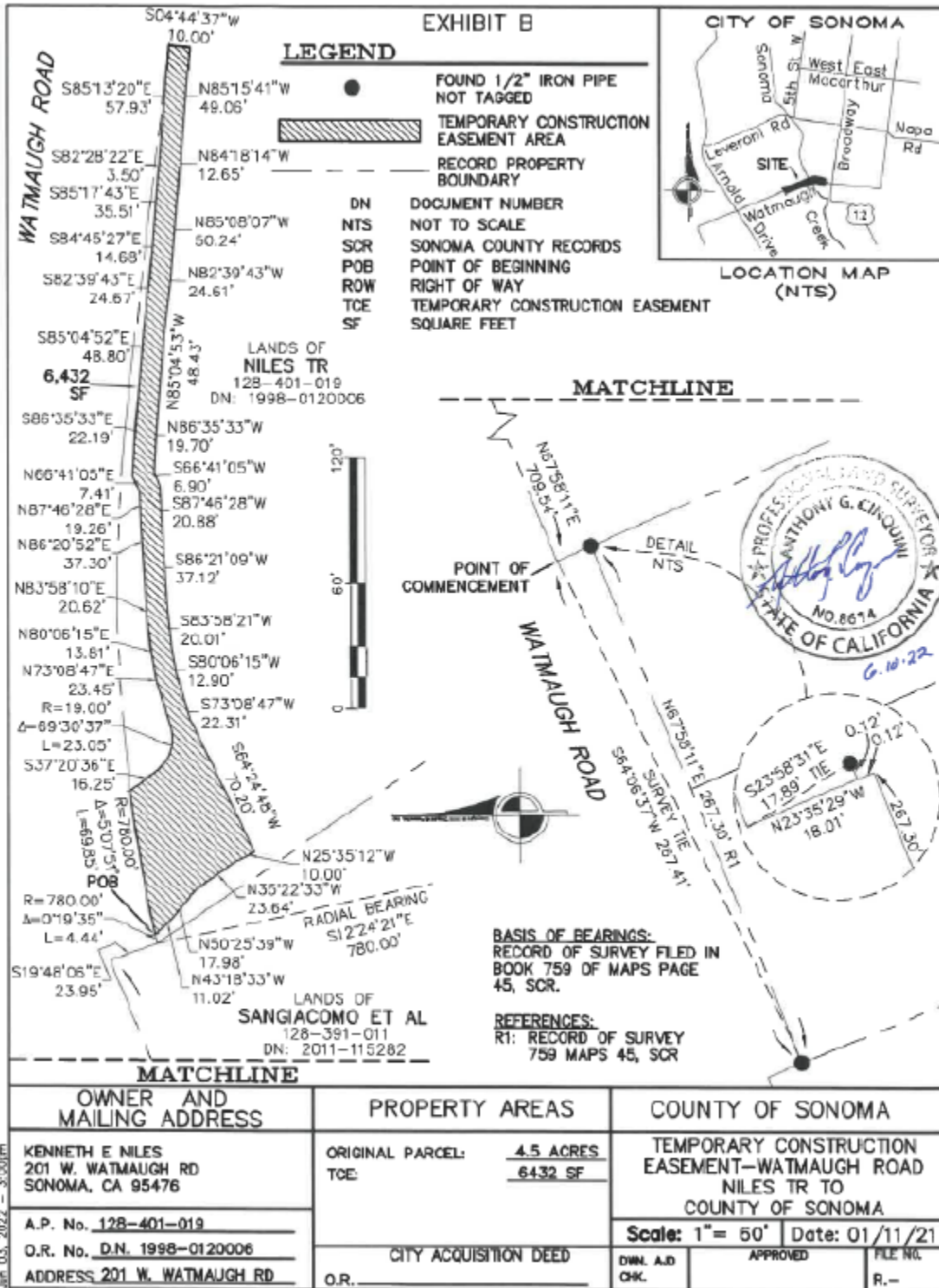



Date

Cinquini & Passarino, Inc.
1360 North Dutton Avenue, Suite 150
Santa Rosa, CA 95401

Page 2 of 2

CPI No.: 6506-12
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com



V:\EGON\128-401-019\NILES_TCE_128-401-019.dwg
 Jan 03, 2022 3:20pm

CERTIFICATE OF ACCEPTANCE

(Insert)

RECORDING REQUESTED BY
COUNTY OF SONOMA
First American Title Company
Order No. 3420-6448989

.....
WHEN RECORDED, RETURN TO:
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS
2300 County Center Drive, Suite B 100
Santa Rosa, CA 95403

No Documentary Transfer Tax per
R&T Code 11922

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Project Name: Watmaugh Road Bridge Replacement over Sonoma Creek
APN: (portion) 128-401-019
Dated: _____

Record free per Gov. Code
6103. Required by Sonoma
County Dept. of
Transportation and Public
Works for public works
project.

GRANT DEED

KENNETH E. NILES, AS TRUSTEE OF THE KENNETH E. NILES TRUST AGREEMENT DATED OCTOBER 8, 1998 AND BETSY J. NILES, AS TRUSTEE OF THE BETSY J. NILES TRUST AGREEMENT DATED OCTOBER 8, 1998, (hereinafter referred to as "Grantors"),

GRANT TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA,

all that real property situated in the unincorporated area of the County of Sonoma, State of California, described and depicted as follows:

**SEE EXHIBIT'S "A" and "B" ATTACHED
HERETO AND MADE A PART HEREOF**

**THE KENNETH E. NILES TRUST AGREEMENT
DATED OCTOBER 8, 1998**

By: _____
Kenneth E. Niles, as Trustee

**THE BETSY J. NILES TRUST AGREEMENT
DATED OCTOBER 8, 1998**

By: _____
Betsy J. Niles, as Trustee

(Attach notary acknowledgement + Certificate of Acceptance)

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)

EXHIBIT A
LEGAL DESCRIPTION
RIGHT-OF-WAY ACQUISITION

Lying within the unincorporated area of the County of Sonoma, State of California and being a portion of the lands of Kenneth E. Niles, as Trustee of the Kenneth E. Niles Trust Agreement dated October 8, 1998, as to an undivided one-half (1/2) interest, and Betsy J. Niles, as Trustee of the Betsy J. Niles Trust Agreement dated October 8, 1998, as to an undivided one-half (1/2) interest, as described by Quitclaim Deed recorded under Document Number 1998-0120006, Sonoma County Records, said portion is more particularly described as follows:

Commencing at the northwest corner of the lands of Steven A. Sangiacomo, Michael J. Sangiacomo and Mia A. Pucci, as Co-Trustees of the GST Trust FBO Steven A. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 25.003% interest; Mia A. Pucci, Michael J. Sangiacomo and Steven A. Sangiacomo, as Co-Trustees of the GST Trust FBO Mia A. Pucci under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 25.003% interest; Michael J. Sangiacomo, Mia A. Pucci and Steven A. Sangiacomo, as Co-Trustees of the GST Trust FBO Michael J. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 24.994% interest; Michael J. Sangiacomo, as Trustee of the GST Trust FBO Michael J. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.333% interest; Mia A. Pucci, as Trustee of the GST Trust FBO Mia A. Pucci under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.333% interest; and Steven A. Sangiacomo, as Trustee of the GST Trust FBO Steven A. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.334% interest, as described by Quitclaim Deed recorded under Document Number 2011-115282, Sonoma County Records, also being a point on the southerly right-of-way of Watmaugh Road, from which a 1/2-inch iron pipe, not tagged, bears South 23°58'31" East 17.89 feet, and also from which a 1/2-inch iron pipe, not tagged, bears South 64°06'37" West 267.41 feet, as shown on that Record of Survey filed in Book 759 of Maps, at Page 45, Sonoma County Records; thence along said southerly right-of-way North 67°58'11" East 709.54 feet to the northeast corner of said lands; thence along said southerly right-of-way and along the easterly line of said lands South 19°48'06" East 23.95 feet; thence leaving said easterly line, along said southerly right-of-way a non-tangent curve to the right, the radius point of which bears South 12°24'21" East 780.00 feet, through a central angle of 5°27'27", for a length of 74.29 feet to the POINT OF BEGINNING; thence continuing along said southerly right-of-way, along a curve to the right, having a radius of 780.00 feet, through a central angle of 13°51'42", for a length of 188.71 feet; thence South 83°05'13" East 169.74 feet; thence leaving said southerly right-of-way North 85°13'20" West 57.93 feet; thence North 82°28'22" West 3.50 feet; thence North 85°17'43" West 35.51 feet; North 84°45'27" West 14.68 feet; thence North 82°39'43" West 24.67 feet; thence North 85°04'52" West 48.80 feet; thence North 86°35'33" West 22.19 feet; thence South 66°41'05" West 7.41 feet; thence South 87°46'28" West 19.26 feet; thence South 86°20'52" West 37.30 feet; thence South 83°58'10" West 20.62 feet; thence South 80°06'15" West 13.81 feet; thence South 73°08'47" West 23.45 feet; thence along a curve

to the right, having a radius of 19.00 feet, through a central angle of 69°30'37", for a length of 23.05 feet; thence North 37°20'36" West 16.25 feet to the POINT OF BEGINNING.

Containing 2,865 square feet more or less.

END OF DESCRIPTION

Being a portion of APN 128-401-019

Basis of Bearing, being Record of Survey filed in Book 759 of Maps, Page 45, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.



Anthony G. Cinquini, P.L.S. 8614



6/10/2022
Date

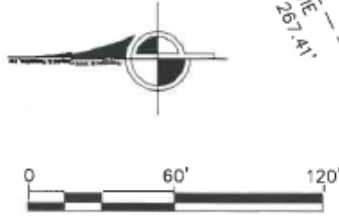
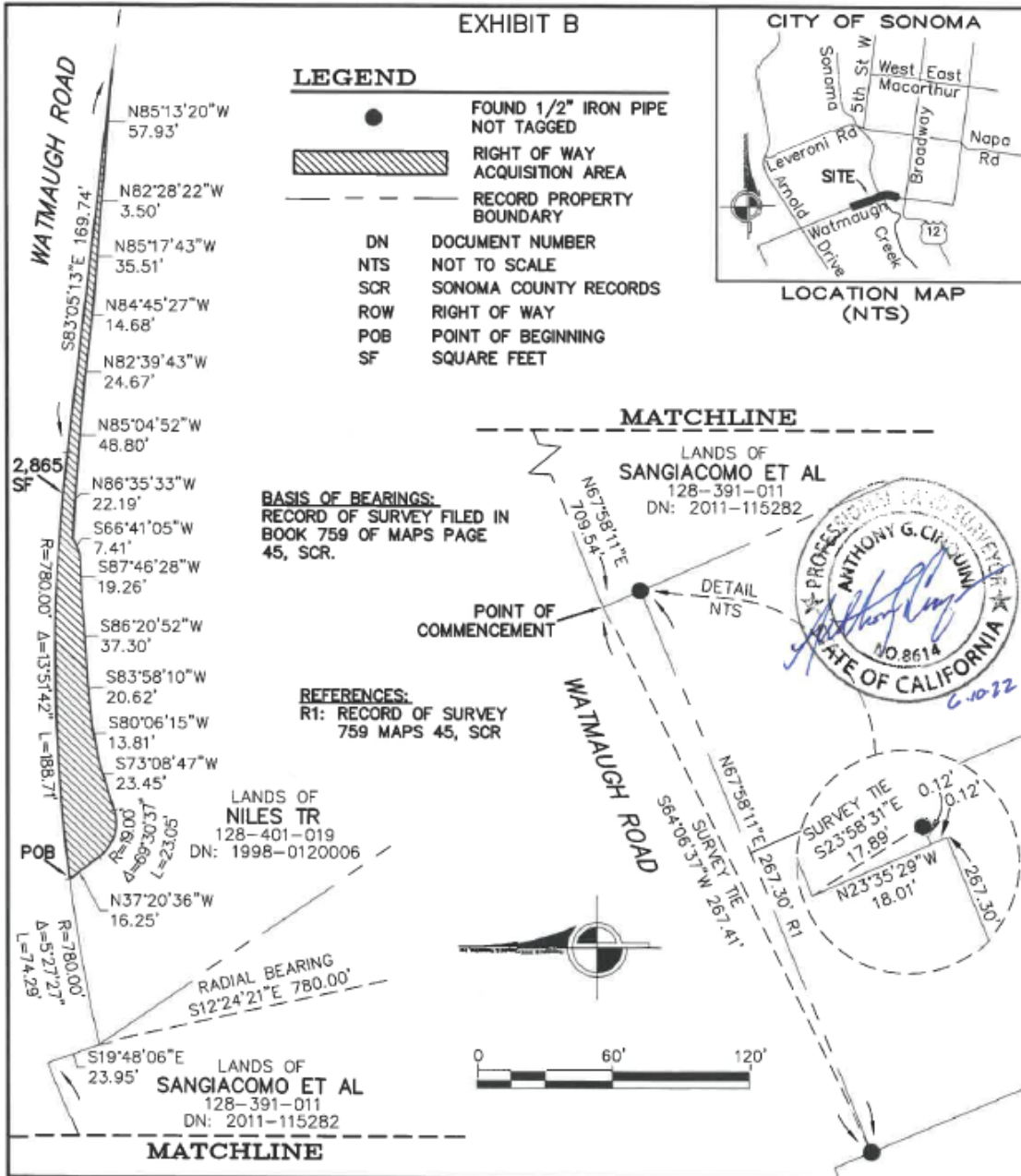
EXHIBIT B

LEGEND

- FOUND 1/2" IRON PIPE NOT TAGGED
- ▨ RIGHT OF WAY ACQUISITION AREA
- - - RECORD PROPERTY BOUNDARY
- DN DOCUMENT NUMBER
- NTS NOT TO SCALE
- SCR SONOMA COUNTY RECORDS
- ROW RIGHT OF WAY
- POB POINT OF BEGINNING
- SF SQUARE FEET



LOCATION MAP (NTS)



Y:\6506\dwg\EXHIBITS\NILES_128-401-019\MILES_ROW_128-401-019.dwg
 Jun 03, 2022 3:00pm

OWNER AND MAILING ADDRESS	PROPERTY AREAS	COUNTY OF SONOMA	
KENNETH E NILES 201 W. WATMAUGH RD SONOMA, CA 95476	ORIGINAL PARCEL: 4.5 ACRES ROW ACQUISITION: 2865 SF	RIGHT OF WAY ACQUISITION WATMAUGH ROAD NILES TR TO COUNTY OF SONOMA	
A.P. No. 128-401-019	CITY ACQUISITION DEED	Scale: 1" = 60' Date: 01/08/21	
O.R. No. D.N. 1998-0120006 ADDRESS 201 W. WATMAUGH RD		O.R. _____	DWN. A.J.D. CHK.

CERTIFICATE OF ACCEPTANCE

(Insert)

RECORDING REQUESTED BY
COUNTY OF SONOMA
First American Title Company
Order No. 3420-6448989

.....
WHEN RECORDED, RETURN TO:
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS
2300 County Center Drive, Suite B 100
Santa Rosa, CA 95403

No Documentary Transfer Tax per
R&T Code 11922

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Project Name: Watmaugh Road Bridge Replacement over Sonoma Creek

APN: (portion) 128-401-019

Dated: _____

Record free per Gov. Code
6103. Required by Sonoma
County Dept. of
Transportation and Public
Works for public works
project.

**GRANT OF TEMPORARY CONSTRUCTION
EASEMENT**

**KENNETH E. NILES, AS TRUSTEE OF THE KENNETH E. NILES
TRUST AGREEMENT DATED OCTOBER 8, 1998 AND BETSY J.
NILES, AS TRUSTEE OF THE BETSY J. NILES TRUST AGREEMENT
DATED OCTOBER 8, 1998, (hereinafter referred to as "Grantors"),**

**GRANT TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA,**

An exclusive TEMPORARY CONSTRUCTION EASEMENT for all purposes necessary for the construction of improvements for the Watmaugh Road Bridge Replacement over Sonoma Creek Project. Such purposes, as necessary, to include, but not limited to, work area, storage of materials and equipment, including trucks and tractors, as well as ingress to and egress from the property during the construction period shown below.

**THE TEMPORARY CONSTRUCTION EASEMENT CONSISTS OF THE FOLLOWING
DESCRIBED PARCEL:**

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described and depicted as follows:

SEE EXHIBIT'S "A" and "B" ATTACHED

Said Temporary Construction Easement shall commence on May 1, 2023 and terminate on December 31, 2027, or upon the filing of the Notice of Completion at the Sonoma County Recorder's Office for the project entitled "Watmaugh Road Bridge Replacement over Sonoma Creek Project", whichever shall occur first.

SIGNATURES ON FOLLOWING PAGE

**GRANTORS:
THE KENNETH E. NILES TRUST AGREEMENT
DATED OCTOBER 8, 1998**

By: _____
Kenneth E. Niles, as Trustee

**THE BETSY J. NILES TRUST AGREEMENT
DATED OCTOBER 8, 1998**

By: _____
Betsy J. Niles, as Trustee

(Attach notary acknowledgement + Certificate of Acceptance)

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)

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

Lying within the unincorporated area of the County of Sonoma, State of California and being a portion of the lands of Kenneth E. Niles, as Trustee of the Kenneth E. Niles Trust Agreement dated October 8, 1998, as to an undivided one-half (1/2) interest, and Betsy J. Niles, as Trustee of the Betsy J. Niles Trust Agreement dated October 8, 1998, as to an undivided one-half (1/2) interest, as described by Quitclaim Deed recorded under Document Number 1998-0120006, Sonoma County Records, said portion is more particularly described as follows:

Commencing at the northwest corner of the lands of Steven A. Sangiacomo, Michael J. Sangiacomo and Mia A. Pucci, as Co-Trustees of the GST Trust FBO Steven A. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 25.003% interest; Mia A. Pucci, Michael J. Sangiacomo and Steven A. Sangiacomo, as Co-Trustees of the GST Trust FBO Mia A. Pucci under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 25.003% interest; Michael J. Sangiacomo, Mia A. Pucci and Steven A. Sangiacomo, as Co-Trustees of the GST Trust FBO Michael J. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 24.994% interest; Michael J. Sangiacomo, as Trustee of the GST Trust FBO Michael J. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.333% interest; Mia A. Pucci, as Trustee of the GST Trust FBO Mia A. Pucci under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.333% interest; and Steven A. Sangiacomo, as Trustee of the GST Trust FBO Steven A. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.334% interest, as described by Quitclaim Deed recorded under Document Number 2011-115282, Sonoma County Records, also being a point on the southerly right-of-way of Watmaugh Road, from which a 1/2-inch iron pipe, not tagged, bears South 23°58'31" East 17.89 feet, and also from which a 1/2-inch iron pipe, not tagged, bears South 64°06'37" West 267.41 feet, as shown on that Record of Survey filed in Book 759 of Maps, at Page 45, Sonoma County Records; thence along said southerly right-of-way North 67°58'11" East 709.54 feet to the northeast corner of said lands; thence along said southerly right-of-way and along the easterly line of said lands South 19°48'06" East 23.95 feet; thence leaving said easterly line, along said southerly right-of-way a non-tangent curve to the right, the radius point of which bears South 12°24'21" East 780.00 feet, through a central angle of 0°19'35", for a length of 4.44 feet to the POINT OF BEGINNING; thence continuing along said southerly right-of-way, along a curve to the right, having a radius of 780.00 feet, through a central angle of 5°07'51", for a length of 69.85 feet; thence leaving said southerly right-of-way South 37°20'36" East 16.25 feet; thence along a curve to the left, having a radius of 19.00 feet, through a central angle of 69°30'37", for a length of 23.05 feet; thence North 73°08'47" East 23.45 feet; thence North 80°06'15" East 13.81 feet; thence North 83°58'10" East 20.62 feet; thence North 86°20'52" East 37.30 feet; thence North 87°46'28" East 19.26 feet; thence North 66°41'05" East 7.41 feet; thence South 86°35'33" East 22.19 feet; thence South 85°04'52" East 48.80 feet; thence South 82°39'43" East 24.67 feet; thence South 84°45'27" East 14.68 feet; thence South 85°17'43" East 35.51 feet; thence South 82°28'22" East 3.50 feet; thence South 85°13'20" East 57.93 feet to a point on said southerly right-of-way; thence leaving said

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

southerly right-of-way South 4°44'37" West 10.00 feet; thence North 85°15'41" West 49.06 feet; thence North 84°18'14" West 12.65 feet; thence North 85°08'07" West 50.24 feet; thence North 82°39'43" West 24.61 feet; thence North 85°04'53" West 48.43 feet; thence North 86°35'33" West 19.70 feet; thence South 66°41'05" West 6.90 feet; thence South 87°46'28" West 20.88 feet; thence South 86°21'09" West 37.12 feet; thence South 83°58'21" West 20.01 feet; thence South 80°06'15" West 12.90 feet; thence South 73°08'47" West 22.31 feet; thence South 64°24'48" West 70.20 feet; thence North 25°35'12" West 10.00 feet; thence North 35°22'33" West 23.64 feet; thence North 50°25'39" West 17.98 feet; thence North 43°18'33" West 11.02 feet to the POINT OF BEGINNING.

Containing 6,432 square feet more or less.

END OF DESCRIPTION

Being a portion of APN 128-401-019

Basis of Bearing, being Record of Survey filed in Book 759 of Maps, Page 45, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, P.L.S. 8614



6/10/2022
Date

EXHIBIT B

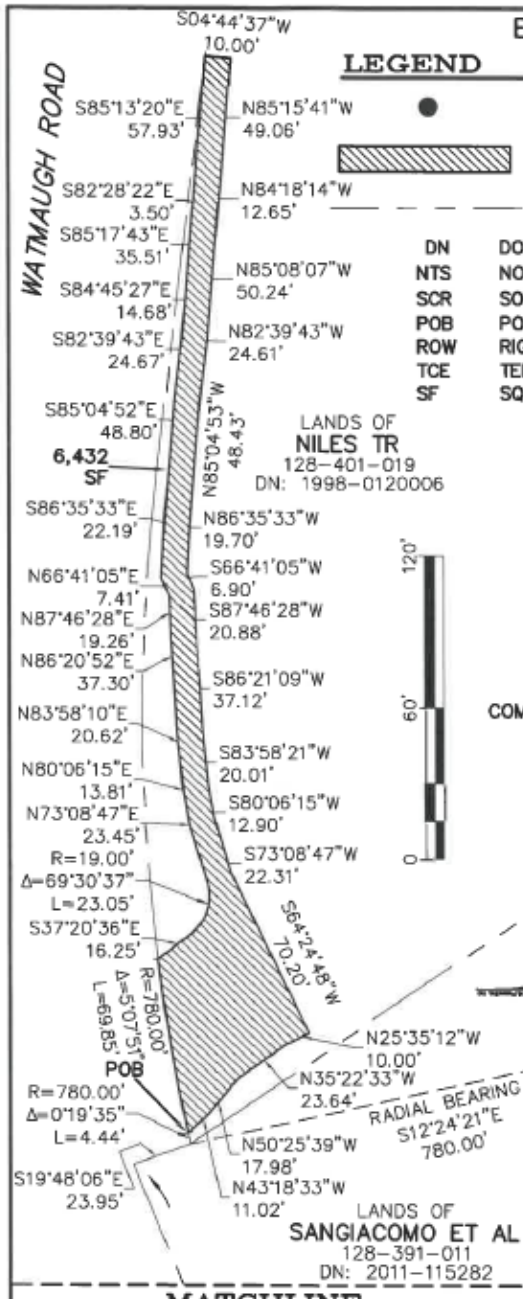
LEGEND

- FOUND 1/2" IRON PIPE NOT TAGGED
- ▨ TEMPORARY CONSTRUCTION EASEMENT AREA
- RECORD PROPERTY BOUNDARY
- DN DOCUMENT NUMBER
- NTS NOT TO SCALE
- SCR SONOMA COUNTY RECORDS
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- TCE TEMPORARY CONSTRUCTION EASEMENT
- SF SQUARE FEET

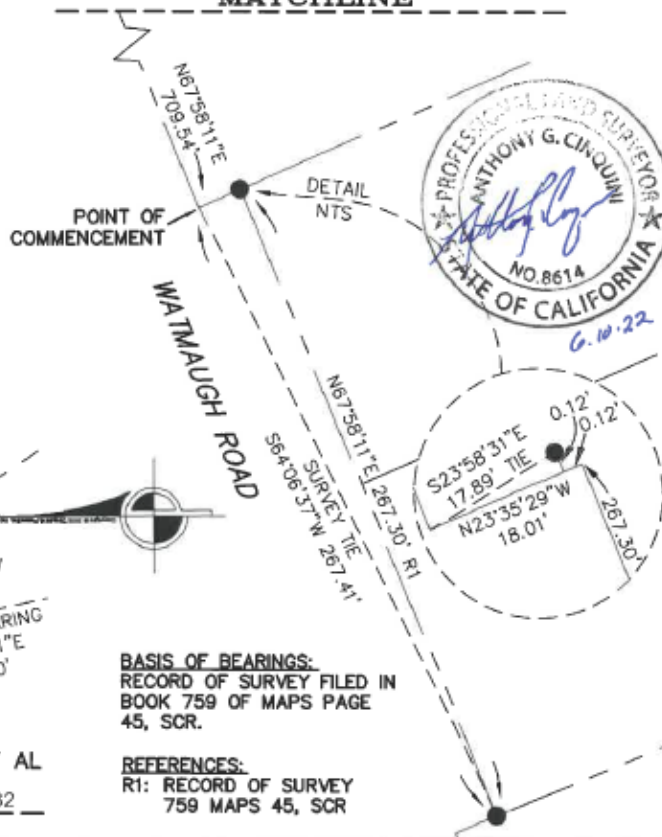
CITY OF SONOMA



LOCATION MAP (NTS)



MATCHLINE



6.10.22

BASIS OF BEARINGS:
RECORD OF SURVEY FILED IN BOOK 759 OF MAPS PAGE 45, SCR.

REFERENCES:
R1: RECORD OF SURVEY 759 MAPS 45, SCR

Y:\6506\dwg\EXHIBITS\NILES_128-401-019\NILES_TCE_128-401-019.dwg
Jun 03, 2023 3:10pm

OWNER AND MAILING ADDRESS	PROPERTY AREAS	COUNTY OF SONOMA		
KENNETH E NILES 201 W. WATMAUGH RD SONOMA, CA 95476	ORIGINAL PARCEL: <u>4.5 ACRES</u>	TEMPORARY CONSTRUCTION EASEMENT-WATMAUGH ROAD NILES TR TO COUNTY OF SONOMA		
	TCE: <u>6432 SF</u>			
A.P. No. <u>128-401-019</u>	CITY ACQUISITION DEED	Scale: 1" = 60'		Date: 01/11/21
O.R. No. <u>D.N. 1998-0120006</u>		DWN. A.J.D. CHK.	APPROVED	FILE NO.
ADDRESS <u>201 W. WATMAUGH RD</u>	O.R. _____			R.-

CERTIFICATE OF ACCEPTANCE

(Insert)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Sample PG&E easement
Dated: 10-4-22
Subject to Change

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD#

EASEMENT DEED

KENNETH E. NILES, AS TRUSTEE OF THE KENNETH E. NILES TRUST AGREEMENT DATED OCTOBER 8, 1998, AND BETSY J. NILES, AS TRUSTEE OF THE BETSY J. NILES TRUST AGREEMENT DATED OCTOBER 8, 1998,

hereinafter "Collectively" called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the **unincorporated area of the** County of Sonoma, State of California, described as follows:

(APN 128-401-019)

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The easement area is described as follows:

SEE EXHIBIT'S "B" AND "C" ATTACHED HERETO AND MADE A PART HEREOF

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

THE KENNETH E. NILES TRUST
AGREEMENT DATED OCTOBER 8, 1998

By: _____
Kenneth E. Niles, as Trustee

THE BETSY J. NILES TRUST AGREEMENT
DATED OCTOBER 8, 1998

By: _____
Betsy J. Niles, as Trustee

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,
Insert name
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 of Notary Public (Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

EXHIBIT A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

ALL THAT PORTION OF THAT CERTAIN PARCEL CONVEYED TO ROY A. BRONSON AND LOLA J. BRONSON BY INGA BALLEY BY DEED RECORDED JULY 17, 1961, IN BOOK 1834, OF OFFICIAL RECORDS, PAGE 826, SONOMA COUNTY RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON PIPE AT THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY WITH THE NORTHERLY LINE OF WEST WATMAUGH ROAD, SAID IRON PIPE MARKING THE SOUTHEASTERLY CORNER OF THE PARCEL DESCRIBED IN THE INSTRUMENT RECORDED JUNE 13, 1961, IN BOOK 1828, OF OFFICIAL RECORDS, PAGE 885, SONOMA COUNTY RECORDS; THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SAID NORTHERLY LINE OF WEST WATMAUGH ROAD, BEING IDENTICAL WITH THE SOUTHERLY LINE OF THE SAID PARCEL DESCRIBED IN BOOK 1828 OF OFFICIAL RECORDS, PAGE 885, NORTH 83° 11' WEST, 887.03 FEET; THENCE, LEAVING SAID LINE, SOUTH 06° 49' WEST, 40.00 FEET TO A RAILROAD SPIKE SET IN THE BASE OF A LARGE CYPRESS TREE IN THE SOUTHERLY LINE OF SAID WEST WATMAUGH ROAD, SAID LINE BEING IDENTICAL WITH THE NORTHERLY LINE OF THE SAID BRONSON PARCEL, AND BEING THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED, AND FROM WHICH POINT A SET 1/2 INCH IRON PIPE ON THE NORTHERLY BANK OF SONOMA CREEK BEARS SOUTH 11° 04' 30" WEST, 579.21 FEET DISTANT; THENCE, FROM SAID TRUE POINT OF BEGINNING, ALONG THE SAID SOUTHERLY LINE OF WEST WATMAUGH ROAD AND THE SAID NORTHERLY LINE OF THE BRONSON PARCEL, NORTH 83° 11' WEST 324.77 FEET; THENCE CONTINUING ALONG SAID LINE, ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 780 FEET, FOR A DISTANCE OF 263 FEET MORE OR LESS, TO THE CENTER OF SONOMA CREEK; THENCE, DOWN THE SAID CENTER OF SONOMA CREEK TO A POINT WHICH BEARS SOUTH 06° 49' WEST FROM THE AFORESAID 1/2" IRON PIPE ON THE NORTHERLY BANK OF SONOMA CREEK; THENCE, FROM SAID POINT, NORTH 06° 49' EAST, 79 FEET, MORE OR LESS, TO THE SAID 1/2" IRON PIPE; THENCE, NORTH 11° 04' 30" EAST, 579.21 FEET TO THE SAID TRUE POINT OF BEGINNING.

APN: 128-401-019-000

EXHIBIT B

LEGAL DESCRIPTION UTILITY EASEMENT

Lying within the unincorporated area of the County of Sonoma, State of California and being a portion of the lands of Kenneth E. Niles, as Trustee of the Kenneth E. Niles Trust Agreement dated October 8, 1998, as to an undivided one-half (1/2) interest, and Betsy J. Niles, as Trustee of the Betsy J. Niles Trust Agreement dated October 8, 1998, as to an undivided one-half (1/2) interest, as described by Quitclaim Deed recorded under Document Number 1998-0120006, Sonoma County Records, said portion is more particularly described as follows:

Commencing at the northwest corner of the lands of Steven A. Sangiacomo, Michael J. Sangiacomo and Mia A. Pucci, as Co-Trustees of the GST Trust FBO Steven A. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 25.003% interest; Mia A. Pucci, Michael J. Sangiacomo and Steven A. Sangiacomo, as Co-Trustees of the GST Trust FBO Mia A. Pucci under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 25.003% interest; Michael J. Sangiacomo, Mia A. Pucci and Steven A. Sangiacomo, as Co-Trustees of the GST Trust FBO Michael J. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 24.994% interest; Michael J. Sangiacomo, as Trustee of the GST Trust FBO Michael J. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.333% interest; Mia A. Pucci, as Trustee of the GST Trust FBO Mia A. Pucci under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.333% interest; and Steven A. Sangiacomo, as Trustee of the GST Trust FBO Steven A. Sangiacomo under the Robert B. Sangiacomo Living Trust dated June 23, 1989, as to an undivided 8.334% interest, as described by Quitclaim Deed recorded under Document Number 2011-115282, Sonoma County Records, also being a point on the southerly right-of-way of Watmaugh Road, from which a 1/2-inch iron pipe, not tagged, bears South 23°58'31" East 17.89 feet, and also from which a 1/2-inch iron pipe, not tagged, bears South 64°06'37" West 267.41 feet, as shown on that Record of Survey filed in Book 759 of Maps, at Page 45, Sonoma County Records; thence along said southerly right-of-way North 67°58'11" East 709.54 feet; thence South 19°48'06" East 23.95 feet to the northwesterly corner of said lands of Niles Trust; thence leaving said northwesterly corner, easterly along said southerly right-of-way of Watmaugh Road, along a non-tangent curve to the right, the radius point of which bears South 12°24'21" East 780.00 feet, through a central angle of 5°27'27", for a length of 74.29 feet; thence leaving said southerly right-of-way South 37°20'36" East 16.25 feet; thence along a curve to the left having a radius of 19.00 feet, through a central angle of 15°10'49", for a length of 5.03 feet to the POINT OF BEGINNING; thence continuing along said curve to the left having a radius of 19.00 feet, through a central angle of 54°19'49", for a length of 18.02 feet; thence North 73°08'47" East 23.45 feet; thence North 80°06'15" East 8.37 feet; thence South 70°38'35" West 37.90 feet; thence South 76°39'02" West 80.44 feet to the common boundary of said lands of Sangiacomo Et Al. and said lands of Niles Trust; thence along said common boundary North 34°10'06" West 10.70 feet; from which the northwesterly corner of said lands of Niles Trust bears North 34°10'06" West 25.55 feet; thence leaving said common boundary North 76°39'02" East 74.27 feet to the POINT OF BEGINNING.

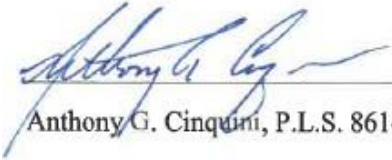
Containing 851 square feet more or less.

END OF DESCRIPTION

Being a portion of APN 128-401-019.

Basis of Bearings: Record of Survey filed in Book 759 of Maps, Page 45, Sonoma County Records.

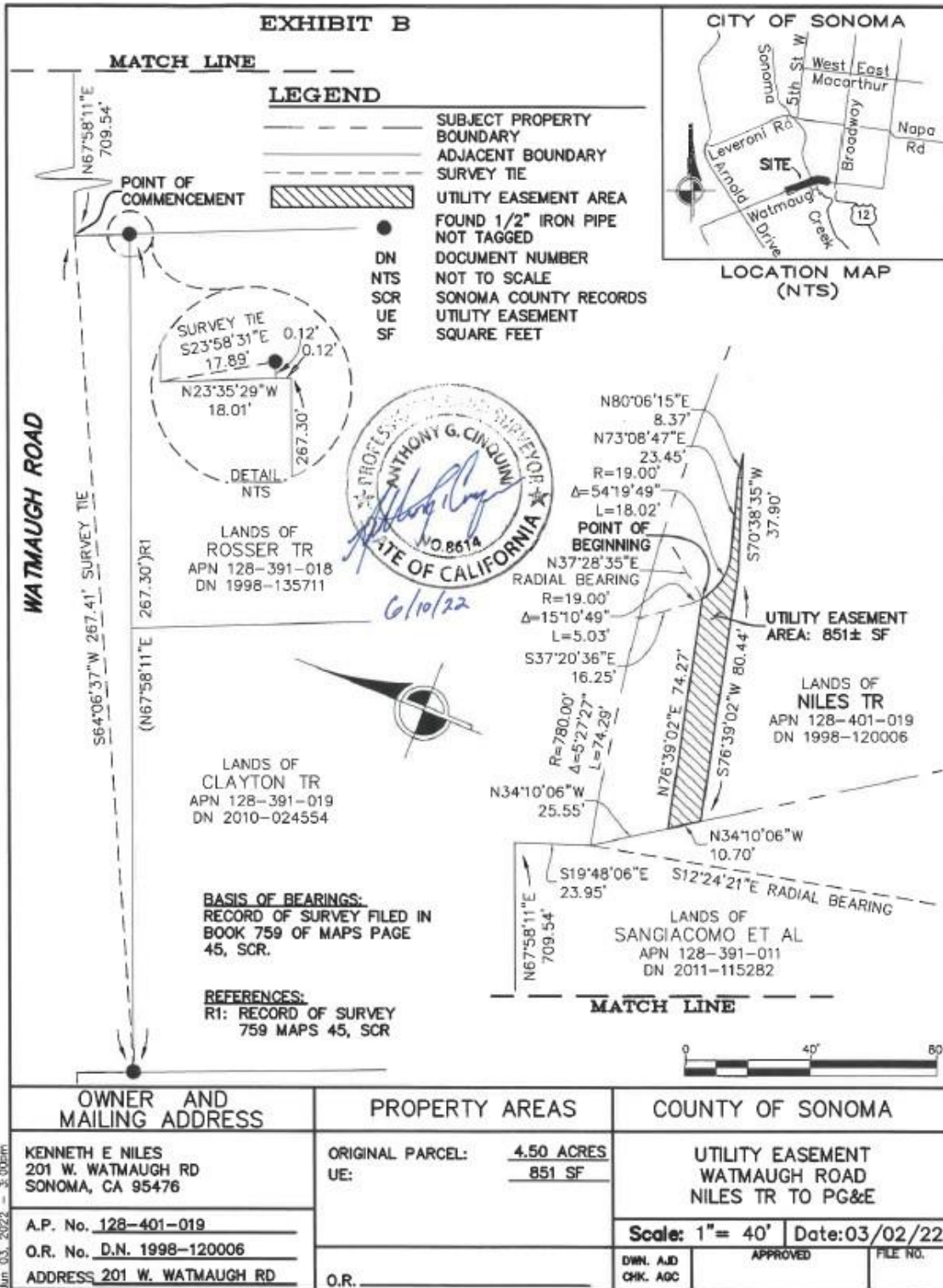
Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, P.L.S. 8614



6/10/2022
Date

EXHIBIT C



Y:\6506\dwg\EXHIBITS\NILES_128-401-019\NILES_UJE_128-401-019.dwg
 Jun 03, 2022 3:03pm

CERTIFICATE OF ACCEPTANCE
(insert)

TITLE VI STATEMENT

All of the work the Sonoma County Department of Transportation and Public Works performs is intended to assist the transportation needs of Sonoma County. We do our work with fairness, courtesy and equal consideration for all.

If you believe your rights according to Title VI of the 1964 Civil Rights Act have been violated and you have been subjected to discrimination, please call the Sonoma County Human Resources Department.

Title VI (Sec. 601) Civil Rights Act of 1964

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Title VI Compliance

It is the policy of the Sonoma County Department of Transportation and Public Works to provide equal opportunity and full access of its programs, services, and information to all segments of the public without regard to race, color, national origin, ancestry, sex, religion, age, marital status, disability, medical condition, or sexual orientation.

Procedures for the filing of discrimination complaints under Title VI may be obtained through the Sonoma County Human Resources Department.

TITLE VI SURVEY

RW 2-1 (10/95)

Federal Project I.D. No.

Sonoma County

Co

Rte

Post

EA

Parcel

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Office.

NON-DISCRIMINATION

All persons affected by State transportation projects are requested to provide information with regard to race, color, sex, religion, national origin, ancestry, age, marital status, disability or medical condition. Please check the items below which best describe you and return this form in the enclosed envelope.

The furnishing of this information is voluntary.

Head of household:

Male

Female

Marital status:

Single

Married

Divorced

Separated

Race:

White

American Indian

Black

Specify Tribe _____

Hispanic

Other

Asian

Specify _____

Language spoken, if other than English _____

Are you or any member of your household suffering any physical disability or medical condition?

Yes

No

Enclosure

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (PAGE 2)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p style="padding-left: 40px;">Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov</p> <p style="padding-left: 40px;">For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

**Your property
Your
transportation
project**

INTRODUCTION

This booklet was prepared for you as a person who may be affected by a proposed public transportation project. If it is your property that is involved, you may have wondered what will happen. Who will contact you? How much will you be paid for your property? Who will pay your moving costs? Will the State help you find a new place to live? Important questions like these require specific answers.

We hope this booklet will answer some of your questions and present a better picture of our overall procedures.

Why does a public agency have the right to buy my property?

Our State and federal constitutions recognize the need for public agencies to purchase private property for public use, and provide appropriate safeguards to accomplish this purpose. State and federal constitutions and the Uniform Relocation Assistance and Real Property Acquisition Policies Act authorize the purchase of private property for public use and assure full protection of the rights of each citizen. The responsibility for studying potential sites for a transportation project rests with a team of specially trained individuals selected to do this important job. Many months are spent in preliminary study and investigation to consider possible locations for a project.

Consideration of the environmental elements and social effect are as much a part of location determination as engineering and cost. Participation by private citizens and public agencies is actively sought so that various views can be considered in the study process. The process includes public hearings which give persons an opportunity to express their views on the locations being considered.

The California Department of Transportation is composed of many specialists. Among these are:

Statisticians

Determine how we wish to travel and where we desire to go. This includes studies of existing traffic patterns, "origin-destination" surveys and user benefits.

Economists

Determine whether the proposed project location is economically sound. They research and analyze the effects produced by similar projects upon other communities.

Environmentalists

Evaluate the effect of the proposed project on social and environmental factors.

Advance planners

Predict the transportation needs of the future based upon available statistics.

Design engineers

Recommend the type of transportation project which will be of the most benefit to the public. They prepare design plans and determine which properties will be needed for the project.

Relocation specialists

Make early studies of the needs of the persons who will have to be relocated and the kind of replacement housing which will be required. A detailed replacement housing plan will be completed before the Department requires anyone to move.

As a result of this team effort, the best possible location for a transportation facility is selected. The particular location is selected after thorough social, economic, engineering, and environmental analysis, as well as consideration of expressed public desires. The goal is the greatest public good and the least private injury or inconvenience while rendering the best possible service.

Who will contact me?

Appraisal and purchase of properties needed for this transportation facility is the responsibility of the State Department of Transportation. The Department provides a Relocation Assistance Program for businesses and persons who must move because of a project. A Right of Way Agent from the Department will assist you and give you general information about the project.

One of the first persons you will meet is a staff appraiser collecting valuation data in your neighborhood. The appraiser will analyze your property and examine all of the features which contribute to its value. Information about improvements you have made and any other special features that you believe may affect the value of your property should be given to the appraiser to ensure a fair value is assigned to your property.

It is the duty of the Department to ensure that you receive the same price which you would receive if you sold your property privately in the open market. The Department cannot buy your property for more than it is worth, but it *can* and *will* assure you that you do not have to sell your property for less than its fair market value. If the property is an owner-occupied residential property containing no more than four residential units, California law provides that the owner, upon request, may review a copy of the appraisal upon which the offer is based.

What advantage is there in selling your property to the State?

A real estate purchase by the Department of Transportation is handled in the same way as any private sale of property. However, there can be financial advantages in selling to the Department.

The Department will pay fair market value for your property. The Department also will pay for the preparation of all documents, all title and escrow fees, a policy of title insurance, recording fees and such other fees as may be required for the conveyance of title to the State of California. Since this is a direct conveyance of real property from the property owner to the State, there are no real estate commissions involved, and the Department will not recognize or pay any such real estate commission.

A private sale will usually cost around \$14,000 for sales expenses. There are no seller's expenses in a sale to the State.

Additionally, you may be eligible for relocation payments and benefits when you move. (These benefits are described in supplemental booklets which will be provided to you.)

Will I be paid for loss in value to my remaining property?

When only a part of your property is needed, every reasonable effort is made to ensure that you do not suffer a financial loss. The total payment by the State will be for the property the State purchases and for any loss in value to your remaining property.

The determination of any loss in value is an appraisal problem involving variables in which a brief explanation might not adequately cover all situations. Should this situation be involved, the Department representative will fully explain the effect of a part purchase on your remaining property.

May I retain and move my home; business building; machinery; or equipment?

The representative who has been assigned to buy your property will help you to determine whether you can or should move your house to another location, if this is what you wish. If your house is movable and you wish to make such an arrangement, the State will pay you on the basis of the market value of your present lot including landscaping, plus the reasonable cost of moving the building. There are cases, because of age, size or condition of the house, where the cost of moving it would exceed its present market value less its salvage value. In such a case, payment of moving cost would of course be an unwise expenditure.

If you operate a business, you may wish to keep and move fixed machinery and equipment. Additionally, as an owner of a business conducted on the property to be purchased, you may be entitled to compensation for the loss of goodwill.

If any of these concepts are applicable to your situation, they will be fully explained by the right of way agent assigned to purchase your property.

Will I have time to select another home after the State makes its purchase?

The Department starts to appraise properties early enough so that you will have ample time to move prior to project construction. Like any other real estate transaction, it requires a month or two to close escrow after a right of way contract and deed have been signed. You will not be required to move until reasonable replacement housing is available.

If you don't want to buy another home right away, you may sell to the State and rent back temporarily. It is in your best interest, however, to look for a new place in which to live as soon as possible. Finding a home early, that best suits your needs, before you are required to move will minimize your personal inconvenience and you will avoid having to make a choice of housing under pressure when you are required to move.

If you wish, the State will, at no cost to you, provide you with assistance in finding a new place in which to live. The State will give you at least 90 days notice in writing before asking you to move.

What happens to the loan on my property?

After you and the Department have agreed upon a price, a Department representative will contact all other parties having an interest in the property. Payment to satisfy outstanding loans or liens will be made through a title company escrow as in any other real estate transaction.

What will happen to my GI or Cal-Vet loan?

The Veterans Administration and the California Department of Veterans Affairs allow your veteran loan privileges to be transferred and to become available for coverage on another property.

Your right of way representative will assist you; however, it is to your benefit and it is your responsibility to check with the Veterans Administration or the California Department of Veterans Affairs for procedural instructions.

If the value of my property is higher today than when I purchased it, do I have to pay income tax on this difference when I convey to the State?

According to the Internal Revenue Service, the sale of property to a governmental agency for public purposes comes under the definition of an “involuntary conversion”. In these cases, it is not necessary to pay income tax or capital gains tax if the money you receive is used to buy a similar property within a limited period of time. In every case, however, you should check with your local Internal Revenue Service office.

Will I lose the favorable tax base I now have under the provisions of Proposition 13?

Section 2(d) of Article XIII.A of the California Constitution and Section 68, Rule 462.5 of the Revenue and Taxation Code generally provide that property tax relief shall be granted to any real property owner who acquires comparable replacement property after having been displaced by governmental acquisition or eminent domain proceedings.

You will be given a copy of Rule 462.5 with an attached page showing examples of how to calculate estimates of the tax relief you may be eligible for. These are only approximations. You must see your County Tax Assessor for a final determination.

Note: Revenue and Taxation Code Section 68, Rule 462.5, G.1 through G.4, set forth time limits that may affect your eligibility to retain your favorable current real property tax status.

The State’s right of eminent domain.

Sometimes, when private property is required for public purposes, the owner and the State cannot agree on the terms of sale. Our earnest hope is to avoid a proceeding in eminent domain with the added time, concern and cost to everyone. In cases where negotiations have reached an impasse and possession of the property is required in order to allow the project to proceed to construction, the State must resort to the use of the eminent domain process. About 20 percent of our transactions statewide require eminent domain proceedings, with the remainder being settled through negotiations.

An owner’s rights are *guaranteed by the federal and State constitutions and applicable State laws*. The principal right is that just compensation must be paid. When there are indications that agreement on the purchase of your property cannot be reached, the State will initiate condemnation proceedings.

The Department will request authority from the California Transportation Commission to file a condemnation action. You will be given an opportunity to appear before the Commission to question whether public interest, necessity, planning and location

require the proposed project and your property. The Commission does not hear arguments regarding valuation.

Condemnation suit documents will be prepared by the State and filed with the court in the county where the property is located. Summons and complaint will then be served on all persons having a property interest in the parcel. The persons served must answer within 30 days.

Counsel for the parties will then prepare for trial, and the court will set dates for preliminary motions and the trial.

What happens in a condemnation trial?

The purpose of the trial is to determine the amount of compensation. Usually the trial is conducted before a judge and jury. Both the property owner and the State will have the opportunity to present evidence of value. The jury will determine the amount of compensation after being instructed as to the law by the judge. In those cases where the parties choose not to have a jury, the judge will decide the amount of compensation.

The judgment is then prepared by counsel and signed by the judge. It will state that, upon deposit of the amount of the verdict with the court for the benefit of the property owner, title will be transferred to public ownership.

When the State makes the deposit as required by the judgment, the final order of condemnation is signed by the judge and recorded. This is the actual transfer of title.

Who pays the condemnation trial costs?

The State pays the costs of its attorney and its engineering and appraisal witnesses. It will also pay the jury fees and certain of your incidental costs which are determined by law to be allowable costs. The fee for filing your answer with the court is an example of such costs.

If the judge feels that the State's offer of settlement was unreasonable and the demand of the property owner was reasonable viewed in light of the verdict, the property owner may receive litigation expenses. The judgment is then prepared by counsel and signed by the judge.

If I want a trial, must I have an attorney and expert witnesses?

Most property owners will be represented by an attorney, although they have the right to represent themselves.

You may wish to consult your family attorney. If you do not have one, in many communities the yellow pages of the telephone directory will refer you to an attorney reference service.

You and your attorney must decide what type of case you will present and what witnesses will be needed.

Will I be paid any moving expenses or any other relocation assistance benefit even though I go to court?

A decision to go to court has no effect on your right to moving expenses. Payment of moving expenses is made separately from the condemnation action. You will be provided details of additional assistance to help displaced persons, businesses, farms or nonprofit organizations in finding, purchasing or renting, and moving to a new location. These are explained in various booklets prepared for homeowners, tenants, business and farm operators and are made available by the Department of Transportation.

How long can I keep my property?

This usually depends on when construction will begin. If the trial is conducted before the property is needed for construction, you may stay on the property and rent from the State.

If construction must begin before the trial, the State will seek a court order for possession.

The court will determine the proper amount of money which the State will be required to deposit with the State Treasurer as security for the purchase price of your property.

The court may then grant to the State an order for possession allowing the State to use the property for construction of the project.

The State will serve all persons having the property interest in your property with the order for possession.

Generally, the law requires the owner be given 90 days notice of the State's intention to take possession before the State may occupy your property.

Subject to the rights of any other persons having a property interest, you may withdraw all or part of the security deposit. If you do not make a withdrawal, the State will pay interest on the eventual court award of compensation from the time it occupied your property until the date of final payment to you. The current legal rate of interest will be paid at the time of final settlement.

The Department's representative assigned to purchase your property will assist you in the transaction and will be happy to answer any additional questions you may have.

DEFINITIONS

The language used in relation to eminent domain proceedings may be new to you. These are some terms you may hear and their general meaning.

Acquire

To purchase.

Answer

The property owner's written reply, in appropriate legal form, filed with the court in response to the complaint and as requested by the summons.

Compensation

The amount of money to which a property owner is entitled under the law for the purchase or damage to the property.

Complaint

The document filed with the court by the State which initiates an eminent domain proceeding.

Condemnation

The legal process by which a proceeding in eminent domain is accomplished.

Counsel

An attorney or attorneys.

Eminent Domain

The right of government to purchase private property for public use.

Final order of condemnation

The instrument which, when recorded, transfers title to public ownership.

Judgment

The court's formal decision based on applicable law and the verdict.

Loss of goodwill

A loss in the value of a business caused by the State's acquisition of property that cannot be reasonably prevented by relocation of the business or the owner adopting prudent or reasonable steps that preserve the value of the business goodwill.

Market value

The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

Parcel

Usually means the property that is being acquired.

Plaintiff

The public agency that desires to purchase the property.

Possession

Legal control; to have the right to use.

Property

The right or interest which an individual has in land, including the rights to use or possess. Property is ownership; the exclusive right to use, possess or dispose of a thing.

Right of entry

An agreement between an owner and the State which allows the State to utilize the property while continuing to negotiate the terms of settlement. Interest, calculated at the current legal rate, is included in the settlement upon conclusion of the transaction.

State

The State of California acting through the Department of Transportation.

Summons

Notification of filing of a lawsuit in eminent domain and of the necessity to file an answer or other responsive pleading.

Title

Legal ownership.

Trial

The hearing of the facts from plaintiff and defendant in court, either with or without a jury.

Verdict

The amount of compensation to be paid for the property.

**STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
DIVISION OF RIGHT OF WAY**

AUGUST 1998

This is an informational pamphlet only. It is not intended to give a complete statement of all state or federal laws and regulations pertaining to the purchase of your property for a public use, the relocation assistance program, technical legal definitions, or any form of legal advice.