

COUNTY OF SONOMA
DEPT. OF PUBLIC INFRASTRUCTURE
Santa Rosa, California

Date: _____

Owner: WESTERN HABITAT PARTNERS, SPC, A CALIFORNIA CORPORATION
APN: 141-190-034
Project Name: Gill Creek Bridge Replacement Project
County Project No.: C11002
Federal Project No.: BRLO-5920 (144)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into on this ____ day of _____, 2025,
by and between:

Western Habitat Partners, SPC, a California corporation, (hereinafter referred to as “Owner”),

And

County of Sonoma, a political subdivision of the State of California (hereinafter referred to as
“County”).

Owner and County are collectively referred to herein as the “Parties.”

I. RECITALS

WHEREAS, Owner is the legal owner of real property located at 22575 River Road, Geyserville,
CA 95441, APN 141-190-034 (“the Property”) located in the County of Sonoma, State of
California, more particularly described in Exhibit A attached hereto and incorporated by reference;
and

WHEREAS, County’s proposed project to replace Gill Creek Bridge, hereinafter referred to as
“Project,” impacts portions of the Property. Impacts relate to changed conditions in the Gill Creek
waterway which runs into and adjacent to the Property. Due to proposed channel work and other
measures to improve water flow under the County’s roadway and bridge as part pf the Project, the
Property is at increased risk of scouring, erosion, flood, and other impacts; and

WHEREAS, County has presented Owner with an offer to purchase certain easement rights on
portions of the Property and has proposed to install and maintain certain erosion and bank control
infrastructure in that easement area. County recommends the infrastructure and other measures as
necessary for protecting the Property and mitigating for any potential Project impacts; and

WHEREAS, Owner disapproves of the County's proposed erosion and bank control infrastructure and other measures, and instead prefers environmental restoration in order to address and mitigate any and all erosion or other risks; and

WHEREAS, in lieu of the erosion and bank control infrastructure and other measures proposed by the County, Owner proposes to design and construct certain improvements on the Property, which include vegetation restoration for creek bank support ("Improvements"), said Improvements to be independent of County's Project and to be solely undertaken and maintained by Owner; and

WHEREAS, County is willing to consent to the Improvements in accordance with Owner's preferences; and

WHEREAS, the Parties desire to establish the terms and conditions under which Owner will forego the County's proposed infrastructure, agree to the Improvements, and accept responsibility and risks for all Property conditions as a result thereof;

NOW THEREFORE, it is agreed as follows:

II. AGREEMENT

Improvements: County agrees to forego its proposed infrastructure and other erosion and creek bank measures to protect the Property and otherwise mitigate for the Project with regard to the Property. In lieu, and in reliance thereon, County consents to Owner assuming all liability and responsibility for conditions, risks, and any and all protective and/or mitigative measures as may be appropriate for the Property relating to the Project, including as to long-term conditions, and including the Improvements and any other measures as may be deemed necessary or advisable as shall be the responsibility of Owner to determine, subject to the following:

- A. Owner shall be responsible, at Owner's sole cost and expense, and using qualified contractors or subcontractors as needed, for any and all design, required permits, construction, and maintenance of the Improvements and any other measures to mitigate, control, and/or prevent erosion, scouring, or other impacts to the Property, including in the approximate area as depicted within the Erosion Control Area as shown on the attached Exhibit B. Notwithstanding such specific Improvements area and the locations of the erosion infrastructure offered previously by the County, Owner shall be solely responsible for determining need for or appropriateness of any other Improvements or other measures at any other portions of the Property.
- B. All Improvements and measures shall be constructed and maintained in accordance with all applicable federal, state, and local laws and any required permits.
- C. Concurrent with this MOA, County and Owner are to execute a ROW Contract for acquisition of all property rights needed by the County for the Project. As part of that ROW Contract, County is to pay Owner \$63,000.00 in complete satisfaction with

regard to the Improvements, this MOA, and any amounts due or which may be due with regard to bank erosion or waterway channel conditions or any other impacts relating to the Project. Notwithstanding such payment, Owner shall remain responsible for all other costs and expenses for the Improvements, and for any other measures which may be necessary or advisable for the Property with regard to the Project, including as to long-term waterway channel conditions and any bank impacts.

No County Responsibility: The County shall not be responsible for the means, methods, design, permitting, construction, or any maintenance of the Improvements or as to any other flood, erosion, or bank stabilization measures that may be needed or appropriate relating to the County's Project or any conditions caused or changed thereby. Owner acknowledges that the Property is subject to flood, erosion, and other risks related to the adjoining creek waterway, including from natural causes, extreme storms, and water flows as may be caused or impacted by County's Project and the subject bridge and appurtenances. Owner further acknowledges that County's proposed infrastructure and other measures were designed to prevent and/or mitigate such risks to Owner's Property. Notwithstanding, Owner, as memorialized by its agreement hereto, is willing to forego County's proposed infrastructure and measures and all benefits and protections thereof.

Accordingly, Owner, and its agents, insurers, successors and assigns, does hereby release and discharge County, and its respective officers, directors, representatives, heirs, executors, administrators, successors, assigns, agents, attorneys and employees, of and from any and all claims, demands, debts, obligations, liabilities, costs, expenses, rights of action, causes of action, awards and judgments of any kind or character whatsoever arising out of the Project, the Improvements, and or present or future conditions of the Property relating to any erosion, scouring, flooding, or bank stabilization thereof, in whole or in part (individually and collectively, the "Released Claims"). The Released Claims include claims of any nature and kind whatsoever, whether known or unknown, suspected or unsuspected, and including any claims or matters that may be presently unknown or unsuspected and that may be based upon hereafter discovered facts different from, or in addition to, those which Owner now knows or believes to be true. Nevertheless, Owner agrees that the foregoing release shall be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.

Owner understands that California Civil Code section 1542, provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Owner hereby expressly waives any and all rights provided by California Civil Code section 1542 with regard to the Project, the Improvements, and or present or future conditions of the Property relating to any erosion, scouring, flooding, or bank stabilization thereof.

Owner acknowledges that but for the above full and permanent release of County, County would not forego its proposed infrastructure and other protective measures relating to the Property and

County would as part of the Project obtain and take all legal steps to install and maintain said recommended infrastructure and measures.

III. INDEMNIFICATION

To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless the County, and its officers, employees, and agents, from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses, including reasonable attorney's fees, that may be asserted by any person or entity, including Owner, that arise out of, pertain to, or relate to Owner's, or its agents', employees', contractors', subcontractors', or invitees', performance or obligations under this Agreement, including arising out of or related to the design, construction, installation, maintenance, failure, or performance of the Improvements or other measures.

This indemnity obligation shall remain in full force and effect in perpetuity.

IV. CONSENT TO RECORDATION

Owner consents to recordation of this MOA and intends the terms and conditions herein to be covenants running with the land of the subject Property, to be binding upon the heirs, successors, and assigns of Owner.

V. GENERAL PROVISIONS

- **Entire Agreement:** This MOA represents the full and complete understanding between the Parties.
- **Amendments:** No modification of this MOA shall be valid unless made in writing and signed by both Parties.
- **Governing Law:** This MOA shall be governed by the laws of the State of California.
- **Severability:** If any provision of this MOA is held to be invalid, the remaining provisions shall remain in effect.
- **No Third-Party Beneficiaries:** This MOA is solely for the benefit of the Parties and creates no rights for any third party.
- **Dispute Resolution:** Any disputes arising under this MOA shall first be subject to good faith negotiations between the Parties. If unresolved, disputes shall be submitted to mediation before initiating legal proceedings.

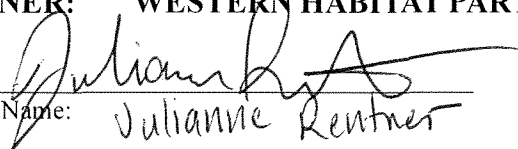
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this MOA as of the dates written below.

By OWNER this ____ day of _____, 2025.

By COUNTY this ____ day of _____, 2025.

OWNER: WESTERN HABITAT PARTNERS, SPC, A CALIFORNIA CORPORATION

By: 
Name: Julianne Rentner

Its: President

COUNTY OF SONOMA:

By: _____
Johannes Hoevertsz
Director, Sonoma County
Public Infrastructure

Date: _____

Approved as to Form:

By: _____
Deputy County Counsel

Date: _____

Reviewed as to Substance:

By: _____
Right of Way Manager

Date: _____

By: _____
Project Engineer

Date: _____

Exhibit A – Legal Description of Property

Exhibit B – Erosion Control Area Drawing

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 SUTTER

On September 16, 2025 before me, Donika R. Malone, Notary Public
(insert name and title of the officer)

personally appeared Julianne Pentner,
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 [Signature] (Seal)



EXHIBIT A

LEGAL DESCRIPTION

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

Parcel One:

All that part of Lot 84 of the plat of TZABACO RANCHO, in the County of Sonoma, State of California, according to the map thereof recorded June 26, 1869, in Book 8 of Maps at Page 17, Sonoma County Records, which lies South and West of the centerline of an existing 20 foot road right of way, the centerline thereof being described as follows:

Beginning at a point on the Southeasterly line of Lot 84 TZABACO RANCHO, Distant South 34° 00' 00" West 47 feet from the most Easterly corner of said Lot 84; thence North 32° 30' 00" West 758 feet; thence in a Northwesterly direction, a distance of 462 feet, more or less, to a point which marks the most Easterly corner of Lot 86 of said rancho, and the terminal point of the line herein to be described.

Excepting therefrom any portion thereof which lies within the following described land:

A strip of land 30 feet wide, measured at right angles Southeasterly and Easterly of the following described line:

Beginning at a point on the Northwesterly line of Lot 84 of the TZABACO RANCHO, in the County of Sonoma, State of California, according to the map thereof recorded June 26, 1869, in Book 8 of Maps at Page 17, Sonoma County records, distant thereon South 40° 30' 00" West 185.46 feet from the most Northerly corner of said Lot 84, being also the most Easterly corner of Lot 86; Thence continue South 40° 30' 00" West 462 feet; thence South 60° 00' 00" West 366.96 feet; thence South 0° 30' 00" West 1587.96 feet to a point; thence South 34° 00' 00" West 764 feet to the terminus of the line herein described.

Also excepting therefrom any portion contained in the deed from William Domenichelli and Rose J. Domenichelli to the County of Sonoma, a political subdivision of the State of California, dated May 4, 1962, and recorded May 17, 1962, in Book 1890 of official records at Page 401, Serial No. G-92840, Sonoma County records.

Parcel Two:

All that part of TZABACO RANCHO in the County of Sonoma, State of California, according to the map thereof recorded June 26, 1869, in Book 8 of Maps at Page 17, Sonoma County Records, described as follows:

Beginning at the most Westerly corner of Lot 83 as shown on the map of said rancho, being also the most Southerly corner of Lot 84 as shown on said map; Thence South 34° 00' 00" West, a distance of 764 feet; thence North 66° 00' 00" West, a distance of 481.82 feet; thence North 34° 00' 00" East, a distance of 764 feet to a point on the Southwesterly line of Lot 84; thence South 66° 00' 00" East along the Southwesterly line of said Lot 84, a distance of 481.82 feet to the Point of Beginning.

Excepting therefrom any portion thereof which lies within the following described land:

A strip of land 30 feet wide, measured at right angles Southeasterly and Easterly of the following described line:

Beginning at a point on the Northwestern line of Lot 84 of the TZABACO RANCHO, in the County of Sonoma, State of California, according to the map thereof recorded June 26, 1869, in Book 8 of Maps at Page 17, Sonoma County records, distant thereon South 40° 30' 00" West 185.46 feet from the most Northerly corner of said Lot 84, being also the most Easterly corner of Lot 86; Thence continue South 40° 30' 00" West 462 feet; thence South 60° 00' 00" West 366.96 feet; thence South 0° 30' 00" West 1587.96 feet to a point; thence South 34° 00' 00" West 764 feet to the terminus of the line herein described.

Parcel Three:

All that part of the TZABACO RANCHO, in the County of Sonoma, State of California, according to the map thereof recorded June 26, 1869, in Book 8 of Maps at Page 17, Sonoma County Records, described as follows:

Commencing at the most Westerly corner of Lot 83 as shown on the aforesaid map, being also the most Southerly corner of Lot 84 as shown on said map; Thence South 34° 00' 00" West 764 feet to the true Point of Beginning of the parcel herein to be described; thence from said true Point of Beginning, continuing South 34° 00' 00" West, to the centerline of the Russian River; thence North 66° 00' 00" West along the centerline of Said River, 50 feet to a point; thence North 34° 00' 00" East, to the point of intersection with a line drawn North 66° 00' 00" West from the true Point of Beginning of this description; thence South 66° 00' 00" East to the said true Point of Beginning.

Parcel Four:

An easement for the passage of motor vehicles only over and along the Southeasterly and Easterly 10 feet of the following described strip of land, the Northwesternly and Westerly line of said easement being measured at right angles to and at all points 20 feet Southeasterly and Easterly from the Northwesternly and Westerly line of the following described land:

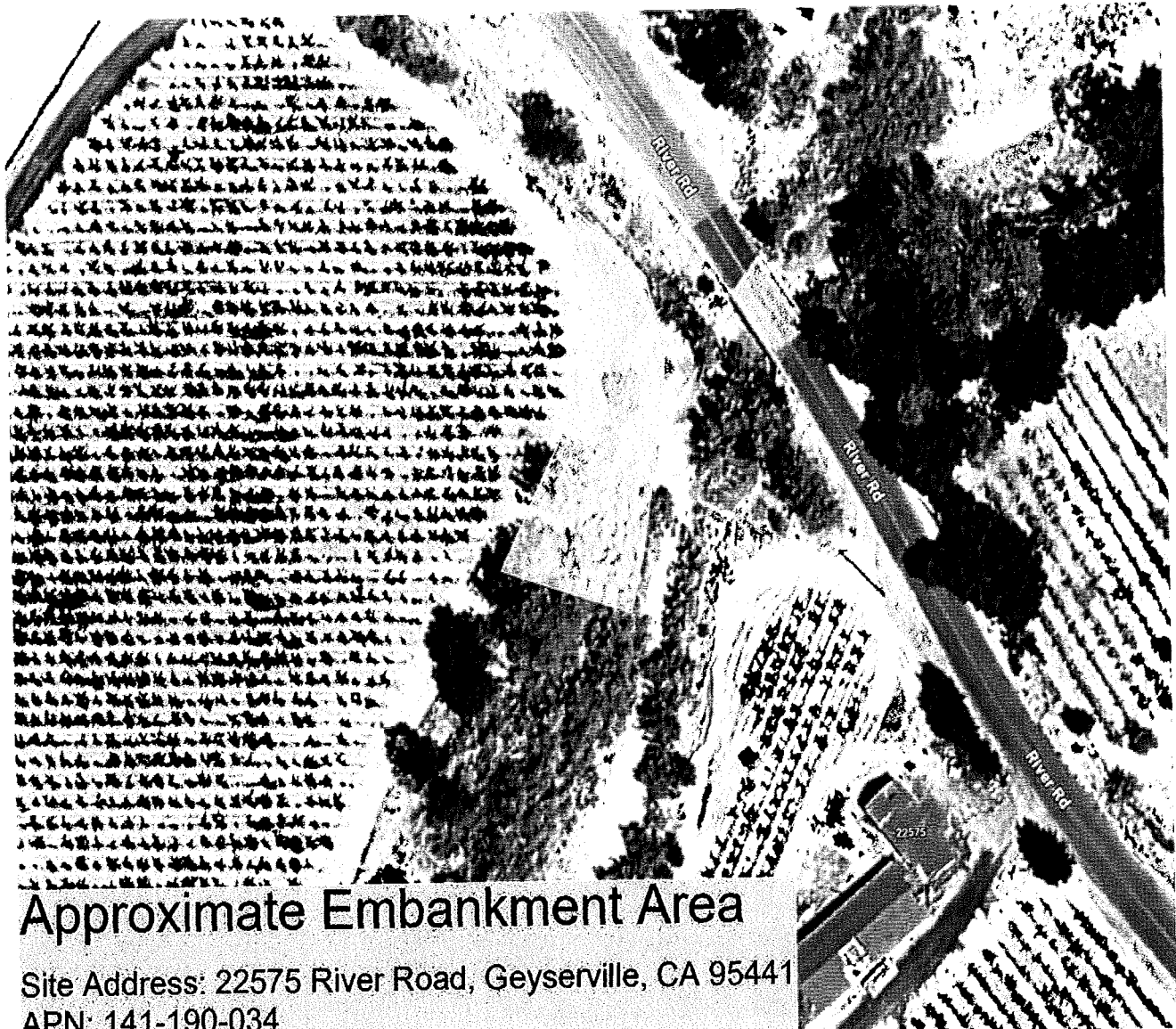
A strip of land 30 feet wide, measured at right angles Southeasterly and Easterly of the following described line:

Beginning at a point on the Northwesternly line of Lot 84 of the TZABACO RANCHO, in the County of Sonoma, State of California, according to the map thereof recorded June 26, 1869, in Book 8 of Maps at Page 17, Sonoma County records, distant thereon South 40° 30' 00" West 185.46 feet from the most Northerly corner of said Lot 84, being also the most Easterly corner of Lot 86; Thence continue South 40° 30' 00" West 462 feet; thence South 60° 00' 00" West 366.96 feet; thence South 0° 30' 00" West 1587.96 feet to a point; thence South 34° 00' 00" West 764 feet to the terminus of the line herein described.

APN: 141-190-034-000

EXHIBIT B

Erosion Control Area



Approximate Embankment Area

Site Address: 22575 River Road, Geyserville, CA 95441
APN: 141-190-034

COUNTY OF SONOMA
DEPT. OF PUBLIC INFRASTRUCTURE
Santa Rosa, California

Date: _____

Owner: WESTERN HABITAT PARTNERS, SPC, A CALIFORNIA CORPORATION
APN: 141-190-034
Project Name: Gill Creek Bridge Replacement Project
County Project No.: C11002
Federal Project No.: BRLO-5920 (144)

RIGHT OF WAY CONTRACT - PUBLIC HIGHWAY

Exhibit A, in the form of a Roadway and Utility Easement Deed, Exhibit B, in the form of a Slope Easement Deed, and Exhibit C, in the form of a Temporary Construction Easement Deed, covering the property particularly described in the above instruments (the "Property"), have been executed and delivered to Associated Right of Way Services, 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 by Owner and County (the "Parties") as follows:

1. (A) The Parties have herein set forth the whole of their agreement. The performance of this Right of Way Contract ("Contract") 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) County requires said Property described in Exhibit A, Exhibit B, and Exhibit C for County roadway purposes, a public use for which County has the authority to exercise the power of eminent domain. Owner is compelled to sell, and County is compelled to acquire the property.
- (C) Both Owner and County recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

The Parties to this Contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

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 Owner the sum of \$4,000.00 for the Property interest conveyed by the above documents when title to said property interests vest in the County of Sonoma, a Political Subdivision of the State of California, free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

- a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
- b. Covenants, conditions, restrictions and reservations of record, or contained in the above referenced document.
- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- d. Such matters as may be waived by the 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 Owner with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

4. Owner 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 Fidelity National Title Company, 11320 Trade Center Drive, Ste C, Rancho Cordova, CA 95742; File No. FSNX-0012502781-CT.

5. It is agreed and confirmed by the Parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the permanent property rights being purchased by the County of Sonoma, 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 \$4,000.00 includes, but is not limited to, full payment for such possession and use, and damages, if any, from said date.

6. It is further agreed and confirmed by the Parties hereto that permission is hereby granted the County of Sonoma or its authorized agent(s), to enter upon Owner's land where necessary within that certain area (TCE Area) described in Exhibit C for the purpose of a temporary construction easement (TCE). The right of possession and use of the TCE, shall commence on November 1, 2025 and rights shall terminate on October 31, 2030. Grantor shall have use of the TCE Area until the County of Sonoma takes physical possession. In case of unpredictable delays in construction, upon written notification to Owner, the terms of the TCE may be extended by an amendment to this Right of Way Contract. Owner shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the Owner for the extension period prior to the expiration of the original period. The County engineer shall notify the Owner 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. Concurrent with this Contract, Owner and County are executing that certain "Memorandum of Agreement" ("MOA") relating to Owner's acceptance of conditions, risks, and responsibilities related to erosion, scouring, flooding, and bank stabilization of the Property, and as to improvements and other measures by Owner in lieu of infrastructure and measures proposed by County. As required by the MOA, County shall pay Owner \$63,000.00 in addition to the other amounts due under this Contract. Upon its recording, the MOA shall be incorporated herein by reference. In the event of any conflict between this Agreement and the MOA regarding restoration obligations or costs, the terms of the recorded MOA shall control.

8. Owner 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 Owner 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 relating to said easements held by any tenant of Owner for a period exceeding one month.

9. The undersigned Owner 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.

10. At no expense to the Owner and at the time of the project construction, County shall construct the improvements as shown on approved plans on file with the Department of Public Infrastructure.

11. All work done under this Contract 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 shall be left in as good condition as found.

12. The Owner hereby represents and warrants that during the period of Owner'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. Owner further represents and warrants that Owner 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 Owner 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.

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

14. This Contract shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the Parties to this Contract.

15. Owner understands that this Contract is subject to the approval of the County of Sonoma. Further, that this Contract shall have no force or effect unless and until said approval has been obtained.

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

Signatures on following page

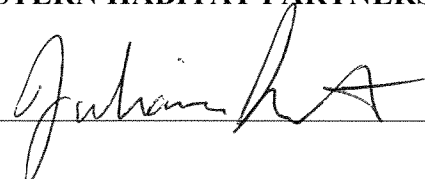
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed.

By OWNER this ____ day of _____, 20____.

By COUNTY this ____ day of _____, 20____.

OWNER:

WESTERN HABITAT PARTNERS, SPC, A CALIFORNIA CORPORATION

By: 

Its: President

COUNTY OF SONOMA:

By: _____
Johannes Hoevertsz
Director, Sonoma County
Public Infrastructure

Date: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

Reviewed as to Substance:

By: _____
Right of Way Manager

Date: _____

By: _____
Project Engineer

Date: _____

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 SUTTER)

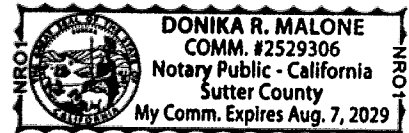
On September 16, 2020 before me, Donika R. Malone, Notary Public
(insert name and title of the officer)

personally appeared Julianne Rentner,
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 [Signature] (Seal)



RECORDING REQUESTED BY
COUNTY OF SONOMA
When recorded return to:

EXECUTIVE SECRETARY
DEPARTMENT OF PUBLIC
INFRASTRUCTURE
2300 County Center, Ste. B100
Santa Rosa, CA 95403

EXHIBIT A

APN: 141-190-034 (portion of)

Record Without Fee

Govt. Code. §6103 & §27383

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF EASEMENT
DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
WESTERN HABITAT PARTNERS, SPC, A CALIFORNIA CORPORATION, hereinafter referred
to as "Grantor",

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

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

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

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

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

Signature on the following page.

Dated this _____ day of _____, 2025.

GRANTOR: WESTERN HABITAT PARTNERS, A CALIFORNIA CORPORATION

By: DO NOT SIGN – EXHIBIT ONLY

Name printed: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

WITNESS my hand and official seal,

SIGNATURE _____

EXHIBIT 'A'
ROADWAY AND UTILITY EASEMENT

Lying within the unincorporated area of County of Sonoma, State of California and being a portion of the lands of Western Habitat Partners, SPC, a California Corporation, as described by Grant Deed recorded under Document Number 2024-063599, Sonoma County Records, said portion being more particularly described as follows:

COMMENCING at a 1/2-inch iron pipe, not tagged, on the northeasterly boundary of the lands of Vineyard Club, a California Corporation, as described by Grant Deed recorded under Document Number 1985-038103, Sonoma County Records, and southwesterly right-of-way of River Road as shown on that Final Map of The Vineyard Subdivision filed in Book 89 of Maps at Pages 26 through 35, Sonoma County Records, marking the beginning of a curve to the left with a northwesterly tangent bearing of "North 34°42'36" West" as shown on said Final Map, from which a 1/2-inch iron pipe, not tagged, on said northeasterly boundary and southwesterly right-of-way, bears North 42°27'55" West 295.52 feet (being North 43°27'43" West 295.52 feet calculated per said Final Map); thence along said northeasterly boundary and southwesterly right-of-way, South 33°42'49" East 199.51 feet to the southeast corner of said lands of Vineyard Club; thence leaving said southeast corner, along the southerly boundary of said lands of Vineyard Club and said southwesterly right-of-way, North 50°21'26" West 10.26 feet to a point on the common boundary of said lands of Vineyard Club and said lands of Western Habitat Partners, SPC, and the POINT OF BEGINNING; thence leaving said southwesterly right-of-way, along said common boundary, North 50°21'26" West 57.10 feet; thence leaving said common boundary, South 32°45'59" East 153.65 feet; thence North 89°36'16" East 11.31 feet; thence South 35°27'34" East 57.31 feet; thence North 56°26'07" East 12.65 feet to northeasterly boundary of said lands of Western Habitat Partners, SPC, and said southwesterly right-of-way of River Road; thence along said northeasterly boundary and southwesterly right-of-way, North 35°27'34" West 49.73 feet to a 1/2-inch iron pipe, not tagged, as shown on said Final Map; thence continuing along said northeasterly boundary and southwesterly right-of-way, North 35°27'34" West 112.79 feet to the POINT OF BEGINNING.

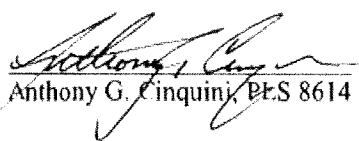
Containing 3,241 square feet, more or less.

END OF DESCRIPTION

Being a portion of APN 141-190-034

Basis of Bearings: Being identical to the topographic survey performed by the County of Sonoma for the Gill Creek Bridge Upgrade Project and is based on the California Coordinate System of 1983, Zone II.

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, PLS 8614

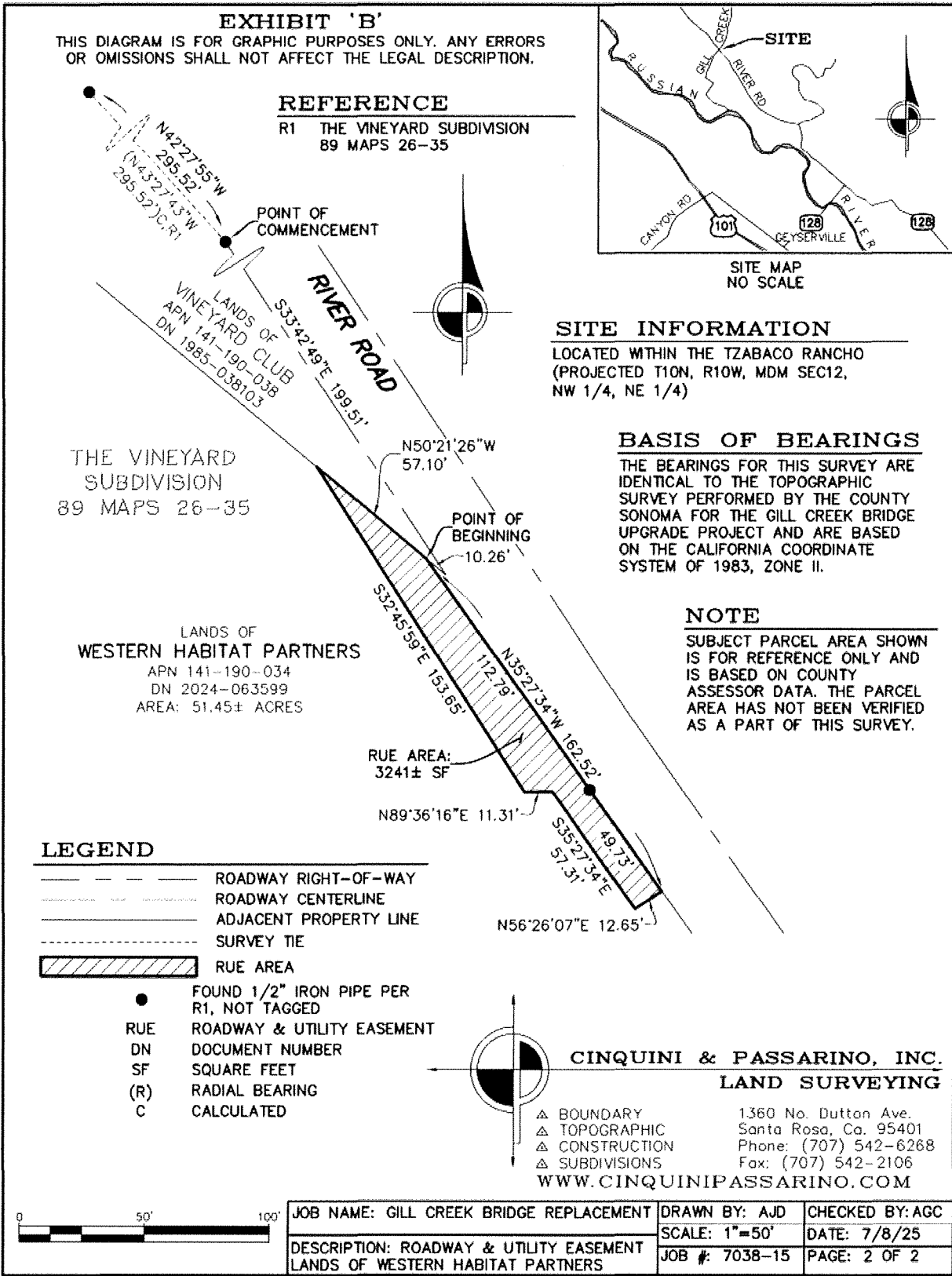


Date 7/9/2025

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

Page 1 of 2

CPI No.: 7038-15
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com



RECORDING REQUESTED BY:
COUNTY OF SONOMA

When recorded return to:
**EXECUTIVE SECRETARY
DEPARTMENT OF PUBLIC
INFRASTRUCTURE
2300 County Center, Ste. B100
Santa Rosa, CA 95403**

APN 141-190-034 (portion of)

EXHIBIT B

**Record Without Fee
RECORDER'S USE**

Govt. Code. §6103 & §27383

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

SPACE ABOVE THIS LINE FOR

**GRANT OF EASEMENT
DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
WESTERN HABITAT PARTNERS, SPC, A CALIFORNIA CORPORATION, hereinafter referred to as
"Grantor",

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

PERMANENT SLOPE EASEMENT to construct, reconstruct, install, inspect, maintain, replace, remove, and use land, improvements, and facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom on, under, over, and across that portion of Grantor's property as more particularly described in the attached Exhibit "A", and depicted in the attached Exhibit "B", situated in the unincorporated area of the County of Sonoma, State of California.

The specified facilities shall consist of, but not necessarily be limited to, the following: slope and facilities and appurtenances thereto for use by the County, including but not limited to rip rap, erosion control, vegetation, drainage facilities, landscaping and other measures deemed appropriate to maintain and protect said slope and the topography of the land within the easement areas; and the right to construct, maintain and reconstruct any such slope improvements or facilities mentioned above. Said easements shall also include the right to excavate or fill the easements for the full width and to a reasonable depth thereof.

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

Signature on following page

Dated this _____ day of _____, 2025.

GRANTOR: WESTERN HABITAT PARTNERS, SPC, A CALIFORNIA CORPORATION

By: DO NOT SIGN – EXHIBIT ONLY

Name printed: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

WITNESS my hand and official seal,

SIGNATURE _____

EXHIBIT 'A'
SLOPE EASEMENT

Lying within the unincorporated area of County of Sonoma, State of California and being portions of the lands of Western Habitat Partners, SPC, a California Corporation, as described by Grant Deed recorded under Document Number 2024-063599, Sonoma County Records, said portions being more particularly described as follows:

COMMENCING at a 1/2-inch iron pipe, not tagged, on the northeasterly boundary of said lands of Western Habitat Partners, SPC and said southwesterly right-of-way of River Road as shown on said Final Map, from which a 1/2-inch iron pipe, not tagged, on the northeasterly right-of-way of River Road as shown on that Final Map of The Vineyard Subdivision No. 4 filed in Book 145 of Maps at Pages 44 through 45, Sonoma County Records, bears South 44°41'59" East 373.65 feet; thence along said northeasterly boundary and said southwesterly right-of-way, South 35°27'34" East 101.72 feet to the POINT OF BEGINNING; thence continuing along said northeasterly boundary and southwesterly right-of-way, South 35°27'34" East 246.65 feet; thence leaving said northeasterly boundary and southwesterly right-of-way, South 50°29'43" West 0.44 feet; thence North 42°33'27" West 14.06 feet; thence North 41°17'11" West 20.51 feet; thence North 40°06'01" West 20.58 feet; thence North 37°20'05" West 25.72 feet; thence North 36°20'19" West 30.84 feet; thence North 23°05'03" West 21.33 feet; thence North 34°36'20" West 24.63 feet; thence North 32°17'29" West 40.11 feet; thence North 53°28'48" West 11.01 feet; thence North 31°51'55" West 26.65 feet; thence North 27°18'59" West 12.84 feet to the POINT OF BEGINNING.

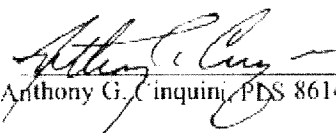
Containing 880 square feet, more or less.

END OF DESCRIPTION

Being portions of APN 141-190-034

Basis of Bearings: Being identical to the topographic survey performed by the County of Sonoma for the Gill Creek Bridge Upgrade Project and is based on the California Coordinate System of 1983, Zone II.

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, PLS 8614

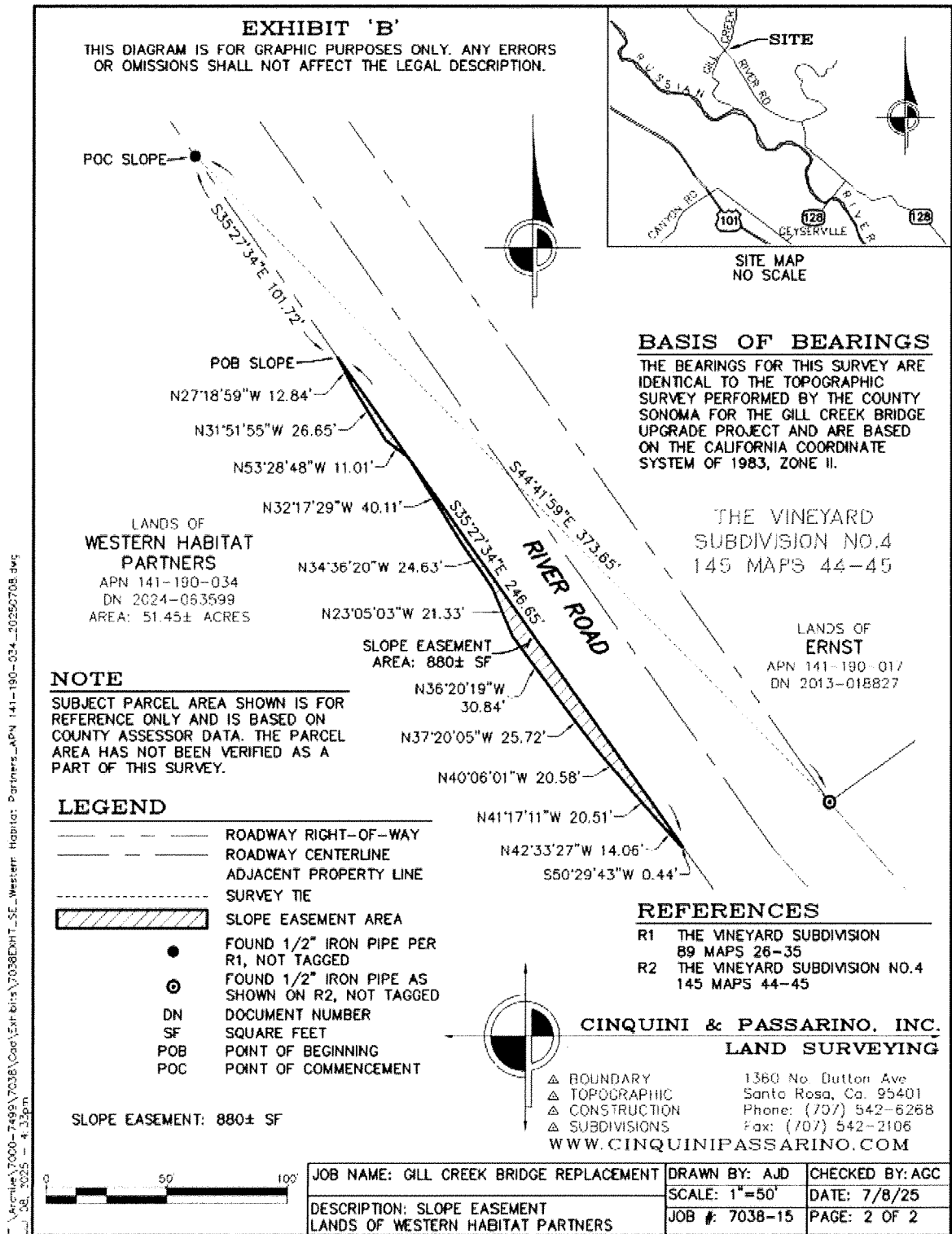


7/9/2025
Date

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

Page 1 of 2

CPI No.: 7038-15
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com



RECORDING REQUESTED BY

COUNTY OF SONOMA

.....

WHEN RECORDED, RETURN TO:

EXECUTIVE SECRETARY
DEPARTMENT OF PUBLIC
INFRASTRUCTURE
2300 County Center, Ste. B100
Santa Rosa, CA 95403

EXHIBIT C

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Project Name: Gill Creek Bridge Replacement Project
APN: 141-190-034 (portion of)
Dated _____, 20__

Record free per Gov.
Code 6103. Required by
Sonoma County Dept. of
Public Infrastructure.

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

WESTERN HABITAT PARTNERS, SPC, A CALIFORNIA CORPORATION, (hereinafter referred to as "Grantor")

**GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA, A TEMPORARY EASEMENT FOR:**

An exclusive TEMPORARY CONSTRUCTION EASEMENT for all purposes necessary for the construction of improvements for the Gill Creek Bridge Replacement 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 as follows:

SEE EXHIBITS "A" and "B" ATTACHED

Said Temporary Construction Easement shall commence on November 1, 2025 and terminate on October 31, 2030 or upon the filing of the Notice of Completion at the Sonoma County Recorder's Office for the project entitled "Gill Creek Bridge Replacement Project", whichever shall occur first.

Signatures on following page

GRANTOR: WESTERN PARTNERS HABITAT, SPC, A CALIFORNIA CORPORATION

By: DO NOT SIGN – EXHIBIT ONLY

Name printed: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

WITNESS my hand and official seal,

SIGNATURE _____

EXHIBIT 'A'
TEMPORARY CONSTRUCTION EASEMENT

Lying within the unincorporated area of County of Sonoma, State of California and being a portion of the lands of Western Habitat Partners, SPC, a California Corporation, as described by Grant Deed recorded under Document Number 2024-063599, Sonoma County Records, said portion being more particularly described as follows:

COMMENCING at a 1/2-inch iron pipe, not tagged, on the northeasterly boundary of said lands of Western Habitat Partners, SPC. and the southwesterly right-of-way of River Road as shown on that Final Map of The Vineyard Subdivision filed in Book 89 of Maps at Pages 26 through 35, Sonoma County Records, from which a 1/2-inch iron pipe, not tagged, on the northeasterly right-of-way of River Road, marking the most southerly corner of the "Lands of Hubbard" as shown on that Parcel Map of The Vineyard Subdivision No. 4 filed in Book 145 of Maps at Pages 44 through 45, Sonoma County Records, bears South 44°41'59" East 373.65 feet; thence along said northeasterly boundary and southwesterly right-of-way, South 35°27'34" East 101.72 feet; thence leaving said northeasterly boundary and southwesterly right-of-way, South 27°18'59" East 8.40 feet to the POINT OF BEGINNING; thence South 42°23'14" West 3.63 feet; thence South 49°48'50" West 37.19 feet; thence South 38°15'23" East 42.91 feet; thence North 61°44'31" East 39.37 feet, from which said 1/2-inch iron pipe as shown on said Parcel Map of The Vineyard Subdivision No. 4 bears South 51°46'39" East 215.85 feet; thence North 32°17'29" West 10.18 feet; thence North 53°28'48" West 11.01 feet; thence North 31°51'55" West 26.65 feet; thence North 27°18'59" West 4.43 feet to the POINT OF BEGINNING.

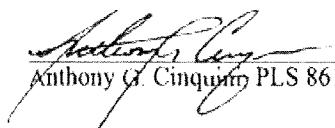
Containing 1,820 square feet, more or less.

END OF DESCRIPTION

Being portions of APN 141-190-034

Basis of Bearings: Being identical to the topographic survey performed by the County of Sonoma for the Gill Creek Bridge Upgrade Project and is based on the California Coordinate System of 1983, Zone II.

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini PLS 8614

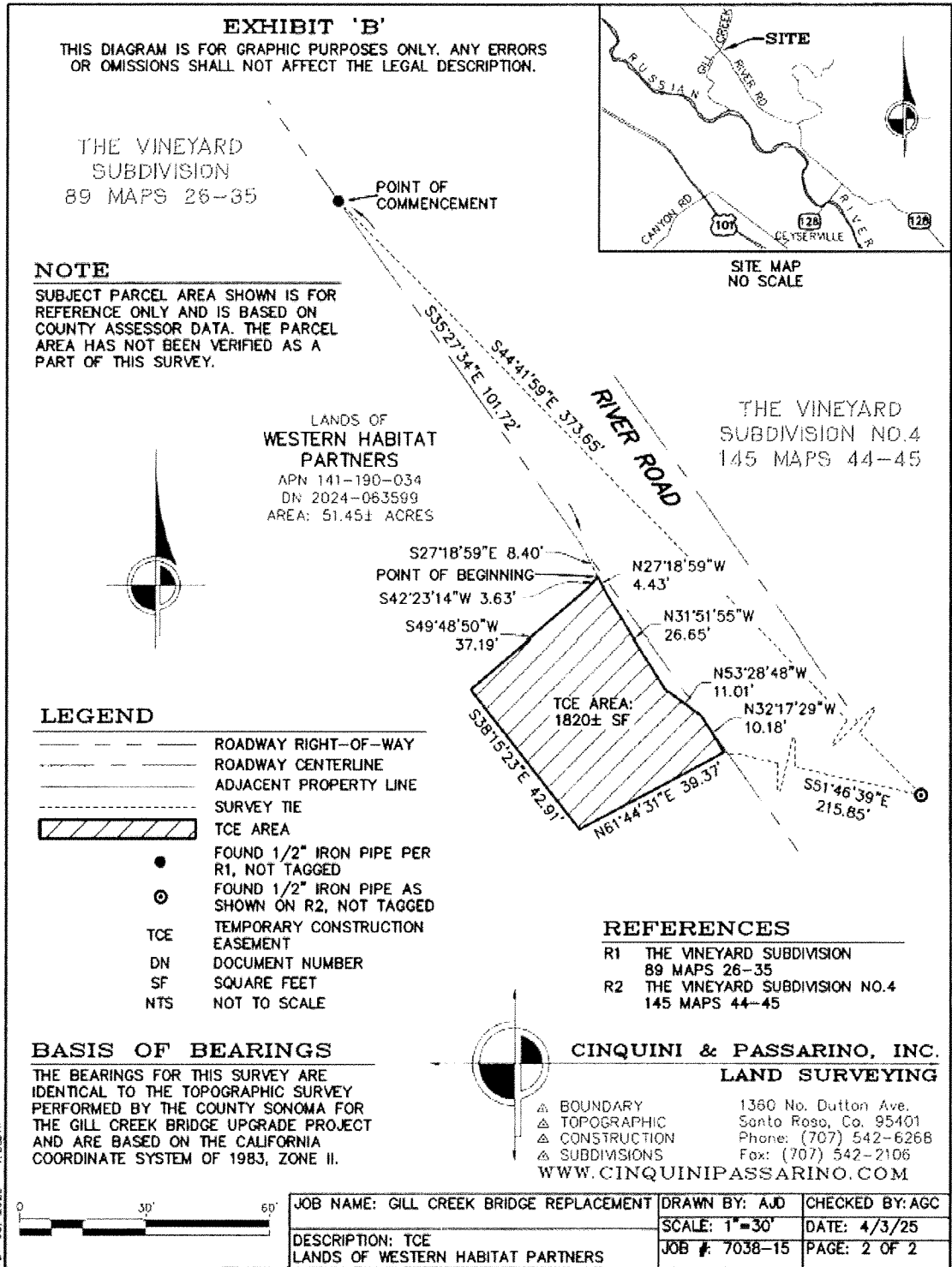


4/4/2025
Date

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

Page 1 of 2

CPI No.: 7038-15
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com



RECORDING REQUESTED BY
COUNTY OF SONOMA

When recorded return to:

EXECUTIVE SECRETARY
DEPARTMENT OF PUBLIC
INFRASTRUCTURE
2300 County Center, Ste. B100
Santa Rosa, CA 95403

APN: 141-190-034 (portion of)

Record Without Fee

Govt. Code. §6103 & §27383

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF EASEMENT
DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
WESTERN HABITAT PARTNERS, SPC, A CALIFORNIA CORPORATION, hereinafter referred to as
"Grantor",

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

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

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

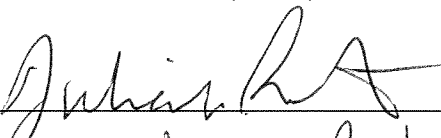
Roadway facilities and appurtenances thereto for use by the public, including but not limited to motor vehicle use, pavement, landscaping, and appurtenances; underground improvements for stabilization and maintenance of slopes adjoining the road right of way; drainage facilities, including underground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

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

Signature on the following page.

Dated this _____ day of _____, 2025.

GRANTOR: **WESTERN HABITAT PARTNERS, SPC, A CALIFORNIA CORPORATION**

By: 

Name printed: Julianne Rentner

Title: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA

COUNTY OF Sutter

On September 16, 2025 before me, Donika R. Malone, Notary Public personally appeared Sulianne Rentner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal,

SIGNATURE

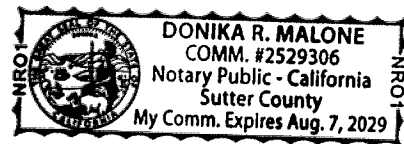
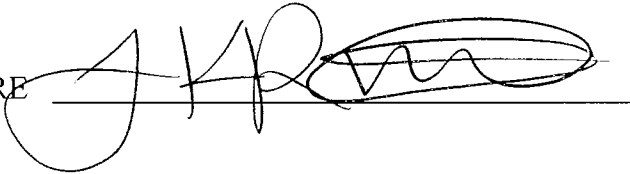


EXHIBIT 'A'
ROADWAY AND UTILITY EASEMENT

Lying within the unincorporated area of County of Sonoma, State of California and being a portion of the lands of Western Habitat Partners, SPC, a California Corporation, as described by Grant Deed recorded under Document Number 2024-063599, Sonoma County Records, said portion being more particularly described as follows:

COMMENCING at a 1/2-inch iron pipe, not tagged, on the northeasterly boundary of the lands of Vineyard Club, a California Corporation, as described by Grant Deed recorded under Document Number 1985-038103, Sonoma County Records, and southwesterly right-of-way of River Road as shown on that Final Map of The Vineyard Subdivision filed in Book 89 of Maps at Pages 26 through 35, Sonoma County Records, marking the beginning of a curve to the left with a northwesterly tangent bearing of "North 34°42'36" West" as shown on said Final Map, from which a 1/2-inch iron pipe, not tagged, on said northeasterly boundary and southwesterly right-of-way, bears North 42°27'55" West 295.52 feet (being North 43°27'43" West 295.52 feet calculated per said Final Map); thence along said northeasterly boundary and southwesterly right-of-way, South 33°42'49" East 199.51 feet to the southeast corner of said lands of Vineyard Club; thence leaving said southeast corner, along the southerly boundary of said lands of Vineyard Club and said southwesterly right-of-way, North 50°21'26" West 10.26 feet to a point on the common boundary of said lands of Vineyard Club and said lands of Western Habitat Partners, SPC, and the POINT OF BEGINNING; thence leaving said southwesterly right-of-way, along said common boundary, North 50°21'26" West 57.10 feet; thence leaving said common boundary, South 32°45'59" East 153.65 feet; thence North 89°36'16" East 11.31 feet; thence South 35°27'34" East 57.31 feet; thence North 56°26'07" East 12.65 feet to northeasterly boundary of said lands of Western Habitat Partners, SPC, and said southwesterly right-of-way of River Road; thence along said northeasterly boundary and southwesterly right-of-way, North 35°27'34" West 49.73 feet to a 1/2-inch iron pipe, not tagged, as shown on said Final Map; thence continuing along said northeasterly boundary and southwesterly right-of-way, North 35°27'34" West 112.79 feet to the POINT OF BEGINNING.

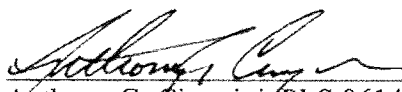
Containing 3,241 square feet, more or less.

END OF DESCRIPTION

Being a portion of APN 141-190-034

Basis of Bearings: Being identical to the topographic survey performed by the County of Sonoma for the Gill Creek Bridge Upgrade Project and is based on the California Coordinate System of 1983, Zone II.

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, PLS 8614



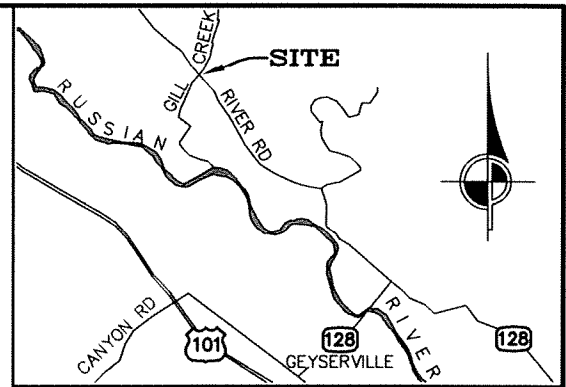
7/9/2025
Date

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.

REFERENCE

R1 THE VINEYARD SUBDIVISION
89 MAPS 26-35



SITE MAP
NO SCALE

SITE INFORMATION

LOCATED WITHIN THE TZABACO RANCHO
(PROJECTED T10N, R10W, MDM SEC12,
NW 1/4, NE 1/4)

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE IDENTICAL TO THE TOPOGRAPHIC SURVEY PERFORMED BY THE COUNTY SONOMA FOR THE GILL CREEK BRIDGE UPGRADE PROJECT AND ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE II.

NOTE

SUBJECT PARCEL AREA SHOWN IS FOR REFERENCE ONLY AND IS BASED ON COUNTY ASSESSOR DATA. THE PARCEL AREA HAS NOT BEEN VERIFIED AS A PART OF THIS SURVEY.

THE VINEYARD
SUBDIVISION
89 MAPS 26-35

LANDS OF
WESTERN HABITAT PARTNERS
APN 141-190-034
DN 2024-063599
AREA: 51.45± ACRES

LEGEND

- ROADWAY RIGHT-OF-WAY
- ROADWAY CENTERLINE
- ADJACENT PROPERTY LINE
- SURVEY TIE
- RUE AREA

- FOUND 1/2" IRON PIPE PER R1, NOT TAGGED
- RUE ROADWAY & UTILITY EASEMENT
- DN DOCUMENT NUMBER
- SF SQUARE FEET
- (R) RADIAL BEARING
- C CALCULATED

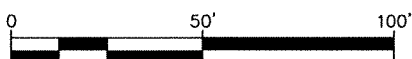
N56°26'07"E 12.65'

- △ BOUNDARY
- △ TOPOGRAPHIC
- △ CONSTRUCTION
- △ SUBDIVISIONS

WWW.CINQUINIPASSARINO.COM

CINQUINI & PASSARINO, INC.
LAND SURVEYING

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone: (707) 542-6268
Fax: (707) 542-2106



JOB NAME: GILL CREEK BRIDGE REPLACEMENT

DRAWN BY: AJD

CHECKED BY: AGC

DESCRIPTION: ROADWAY & UTILITY EASEMENT
LANDS OF WESTERN HABITAT PARTNERS

SCALE: 1"=50'

DATE: 7/8/25

JOB #: 7038-15

PAGE: 2 OF 2

RECORDING REQUESTED BY:
COUNTY OF SONOMA

When recorded return to:

EXECUTIVE SECRETARY
DEPARTMENT OF PUBLIC
INFRASTRUCTURE
2300 County Center, Ste. B100
Santa Rosa, CA 95403

APN 141-190-034 (portion of)

Record Without Fee

Govt. Code. §6103 & §27383

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF EASEMENT
DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
WESTERN HABITAT PARTNERS, SPC, A CALIFORNIA CORPORATION, hereinafter
referred to as "Grantor",

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

PERMANENT SLOPE EASEMENT to construct, reconstruct, install, inspect, maintain, replace, remove, and use land, improvements, and facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom on, under, over, and across that portion of Grantor's property as more particularly described in the attached Exhibit "A", and depicted in the attached Exhibit "B", situated in the unincorporated area of the County of Sonoma, State of California.

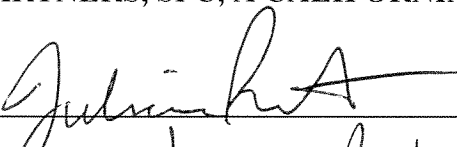
The specified facilities shall consist of, but not necessarily be limited to, the following: slope and facilities and appurtenances thereto for use by the County, including but not limited to rip rap, erosion control, vegetation, drainage facilities, landscaping and other measures deemed appropriate to maintain and protect said slope and the topography of the land within the easement areas; and the right to construct, maintain and reconstruct any such slope improvements or facilities mentioned above. Said easements shall also include the right to excavate or fill the easements for the full width and to a reasonable depth thereof.

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

Signature on following page

Dated this _____ day of _____, 2025.

GRANTOR: WESTERN HABITAT PARTNERS, SPC, A CALIFORNIA CORPORATION

By: 
Name printed: Julianne Rentner
Title: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA

COUNTY OF Sutter

On September 16, 2020 before me, Donika R. Malone, Notary Public personally appeared

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

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

WITNESS my hand and official seal,

SIGNATURE



EXHIBIT 'A'
SLOPE EASEMENT

Lying within the unincorporated area of County of Sonoma, State of California and being portions of the lands of Western Habitat Partners, SPC, a California Corporation, as described by Grant Deed recorded under Document Number 2024-063599, Sonoma County Records, said portions being more particularly described as follows:

COMMENCING at a 1/2-inch iron pipe, not tagged, on the northeasterly boundary of said lands of Western Habitat Partners, SPC and said southwesterly right-of-way of River Road as shown on said Final Map, from which a 1/2-inch iron pipe, not tagged, on the northeasterly right-of-way of River Road as shown on that Final Map of The Vineyard Subdivision No. 4 filed in Book 145 of Maps at Pages 44 through 45, Sonoma County Records, bears South 44°41'59" East 373.65 feet; thence along said northeasterly boundary and said southwesterly right-of-way, South 35°27'34" East 101.72 feet to the POINT OF BEGINNING; thence continuing along said northeasterly boundary and southwesterly right-of-way, South 35°27'34" East 246.65 feet; thence leaving said northeasterly boundary and southwesterly right-of-way, South 50°29'43" West 0.44 feet; thence North 42°33'27" West 14.06 feet; thence North 41°17'11" West 20.51 feet; thence North 40°06'01" West 20.58 feet; thence North 37°20'05" West 25.72 feet; thence North 36°20'19" West 30.84 feet; thence North 23°05'03" West 21.33 feet; thence North 34°36'20" West 24.63 feet; thence North 32°17'29" West 40.11 feet; thence North 53°28'48" West 11.01 feet; thence North 31°51'55" West 26.65 feet; thence North 27°18'59" West 12.84 feet to the POINT OF BEGINNING.

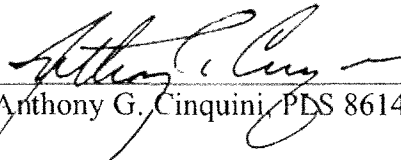
Containing 880 square feet, more or less.

END OF DESCRIPTION

Being portions of APN 141-190-034

Basis of Bearings: Being identical to the topographic survey performed by the County of Sonoma for the Gill Creek Bridge Upgrade Project and is based on the California Coordinate System of 1983, Zone II.

Prepared by Cinquini & Passarino, Inc.

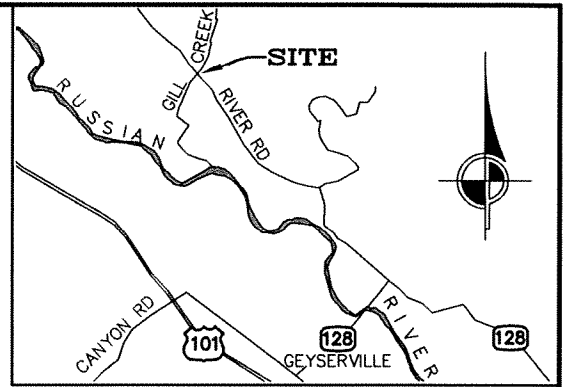

Anthony G. Cinquini, PDS 8614



7/9/2025
Date

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.



SITE MAP
NO SCALE

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE IDENTICAL TO THE TOPOGRAPHIC SURVEY PERFORMED BY THE COUNTY SONOMA FOR THE GILL CREEK BRIDGE UPGRADE PROJECT AND ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE II.

THE VINEYARD
SUBDIVISION NO.4
145 MAPS 44-45

LANDS OF
WESTERN HABITAT
PARTNERS

APN 141-190-034
DN 2024-063599
AREA: 51.45± ACRES

LANDS OF
ERNST

APN 141-190-017
DN 2013-018827

NOTE

SUBJECT PARCEL AREA SHOWN IS FOR REFERENCE ONLY AND IS BASED ON COUNTY ASSESSOR DATA. THE PARCEL AREA HAS NOT BEEN VERIFIED AS A PART OF THIS SURVEY.

LEGEND

---	ROADWAY RIGHT-OF-WAY
---	ROADWAY CENTERLINE
---	ADJACENT PROPERTY LINE
---	SURVEY TIE
	SLOPE EASEMENT AREA
●	FOUND 1/2" IRON PIPE PER R1, NOT TAGGED
⊙	FOUND 1/2" IRON PIPE AS SHOWN ON R2, NOT TAGGED
DN	DOCUMENT NUMBER
SF	SQUARE FEET
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT

SLOPE EASEMENT: 880± SF

REFERENCES

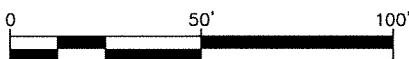
- R1 THE VINEYARD SUBDIVISION
89 MAPS 26-35
R2 THE VINEYARD SUBDIVISION NO.4
145 MAPS 44-45

CINQUINI & PASSARINO, INC.
LAND SURVEYING

- △ BOUNDARY
△ TOPOGRAPHIC
△ CONSTRUCTION
△ SUBDIVISIONS

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone: (707) 542-6268
Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM



JOB NAME: GILL CREEK BRIDGE REPLACEMENT

DRAWN BY: AJD

CHECKED BY: AGC

DESCRIPTION: SLOPE EASEMENT
LANDS OF WESTERN HABITAT PARTNERS

SCALE: 1"=50'

DATE: 7/8/25

JOB #: 7038-15

PAGE: 2 OF 2

RECORDING REQUESTED BY

COUNTY OF SONOMA

.....

WHEN RECORDED, RETURN TO:

**EXECUTIVE SECRETARY
DEPARTMENT OF PUBLIC
INFRASTRUCTURE
2300 County Center, Ste. B100
Santa Rosa, CA 95403**

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Project Name: Gill Creek Bridge Replacement Project

APN: 141-190-034 (portion of)

Dated _____, 20__

Record free per Gov. Code
6103. Required by Sonoma
County Dept. of Public
Infrastructure.

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

WESTERN HABITAT PARTNERS, SPC, A CALIFORNIA CORPORATION, (hereinafter referred to as
"Grantor")

**GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA, A TEMPORARY EASEMENT FOR:**

An exclusive TEMPORARY CONSTRUCTION EASEMENT for all purposes necessary for the construction of improvements for the Gill Creek Bridge Replacement 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:**

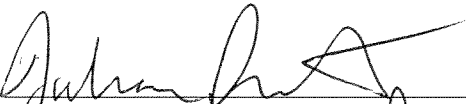
All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

SEE EXHIBITS "A" and "B" ATTACHED

Said Temporary Construction Easement shall commence on November 1, 2025 and terminate on October 31, 2030 or upon the filing of the Notice of Completion at the Sonoma County Recorder's Office for the project entitled "Gill Creek Bridge Replacement Project", whichever shall occur first.

Signatures on following page

GRANTOR: WESTERN HABITAT PARTNERS, SPC, A CALIFORNIA CORPORATION

By: 

Name printed: Julianne Lenther

Title: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA
COUNTY OF Sutter

On September 16, 2025 before me, Donika R. Malone, Notary Public personally appeared

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

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

WITNESS my hand and official seal,

SIGNATURE

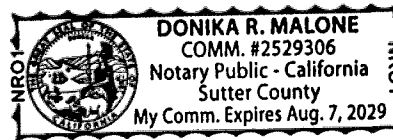


EXHIBIT 'A'
TEMPORARY CONSTRUCTION EASEMENT

Lying within the unincorporated area of County of Sonoma, State of California and being a portion of the lands of Western Habitat Partners, SPC, a California Corporation, as described by Grant Deed recorded under Document Number 2024-063599, Sonoma County Records, said portion being more particularly described as follows:

COMMENCING at a 1/2-inch iron pipe, not tagged, on the northeasterly boundary of said lands of Western Habitat Partners, SPC. and the southwesterly right-of-way of River Road as shown on that Final Map of The Vineyard Subdivision filed in Book 89 of Maps at Pages 26 through 35, Sonoma County Records, from which a 1/2-inch iron pipe, not tagged, on the northeasterly right-of-way of River Road, marking the most southerly corner of the "Lands of Hubbard" as shown on that Parcel Map of The Vineyard Subdivision No. 4 filed in Book 145 of Maps at Pages 44 through 45, Sonoma County Records, bears South 44°41'59" East 373.65 feet; thence along said northeasterly boundary and southwesterly right-of-way, South 35°27'34" East 101.72 feet; thence leaving said northeasterly boundary and southwesterly right-of-way, South 27°18'59" East 8.40 feet to the POINT OF BEGINNING; thence South 42°23'14" West 3.63 feet; thence South 49°48'50" West 37.19 feet; thence South 38°15'23" East 42.91 feet; thence North 61°44'31" East 39.37 feet, from which said 1/2-inch iron pipe as shown on said Parcel Map of The Vineyard Subdivision No. 4 bears South 51°46'39" East 215.85 feet; thence North 32°17'29" West 10.18 feet; thence North 53°28'48" West 11.01 feet; thence North 31°51'55" West 26.65 feet; thence North 27°18'59" West 4.43 feet to the POINT OF BEGINNING.

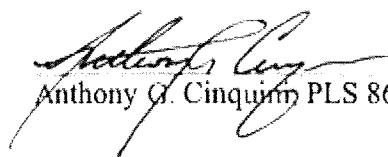
Containing 1,820 square feet, more or less.

END OF DESCRIPTION

Being portions of APN 141-190-034

Basis of Bearings: Being identical to the topographic survey performed by the County of Sonoma for the Gill Creek Bridge Upgrade Project and is based on the California Coordinate System of 1983, Zone II.

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, PLS 8614



4/4/2025
Date

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS
OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.

THE VINEYARD
SUBDIVISION
89 MAPS 26-35

POINT OF
COMMENCEMENT

NOTE

SUBJECT PARCEL AREA SHOWN IS FOR
REFERENCE ONLY AND IS BASED ON
COUNTY ASSESSOR DATA. THE PARCEL
AREA HAS NOT BEEN VERIFIED AS A
PART OF THIS SURVEY.

LANDS OF
WESTERN HABITAT
PARTNERS

APN 141-190-034
DN 2024-063599
AREA: 51.45± ACRES

SITE MAP
NO SCALE

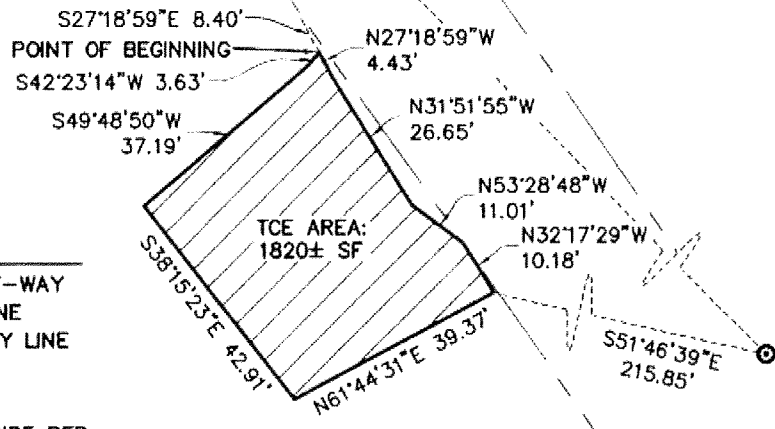
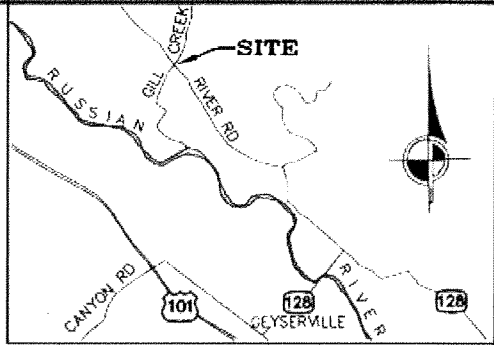
THE VINEYARD
SUBDIVISION NO.4
145 MAPS 44-45

LEGEND

---	ROADWAY RIGHT-OF-WAY
---	ROADWAY CENTERLINE
---	ADJACENT PROPERTY LINE
---	SURVEY TIE
	TCE AREA
●	FOUND 1/2" IRON PIPE PER R1, NOT TAGGED
⊙	FOUND 1/2" IRON PIPE AS SHOWN ON R2, NOT TAGGED
TCE	TEMPORARY CONSTRUCTION EASEMENT
DN	DOCUMENT NUMBER
SF	SQUARE FEET
NTS	NOT TO SCALE

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE
IDENTICAL TO THE TOPOGRAPHIC SURVEY
PERFORMED BY THE COUNTY SONOMA FOR
THE GILL CREEK BRIDGE UPGRADE PROJECT
AND ARE BASED ON THE CALIFORNIA
COORDINATE SYSTEM OF 1983, ZONE II.

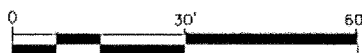


REFERENCES

R1	THE VINEYARD SUBDIVISION 89 MAPS 26-35
R2	THE VINEYARD SUBDIVISION NO.4 145 MAPS 44-45

CINQUINI & PASSARINO, INC.
LAND SURVEYING

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone: (707) 542-6268
Fax: (707) 542-2106
WWW.CINQUINIPASSARINO.COM



JOB NAME: GILL CREEK BRIDGE REPLACEMENT	DRAWN BY: AJD	CHECKED BY: AGC
DESCRIPTION: TCE LANDS OF WESTERN HABITAT PARTNERS	SCALE: 1"=30'	DATE: 4/3/25
	JOB #: 7038-15	PAGE: 2 OF 2