

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

Date: 3-18-24

Owner: **ELLEN G. SILGE, SUCCESSOR TRUSTEE OF THE SILGE FAMILY 2005 TRUST, UNDER DECLARATION OF TRUST, DATED JANUARY 24, 2005**

APNs: 087-041-024, 087-041-025 and 087-043-019

Project Name: North Fitch Mountain Road Storm Damage Repair Project

County Project No.: C11601

Federal Project No.: ER-32LO (502)

RIGHT OF WAY CONTRACT - PUBLIC HIGHWAY

Exhibit A, in the form of an Easement Deed and Exhibit B in the form of a Temporary Construction Easement Deed, covering the property particularly described in the above instruments, have been executed and delivered to 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 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 Exhibit A and Exhibit B for County roadway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-

Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R 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 \$107,600.00 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, 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, 627 College Avenue, Santa Rosa, CA 95404; File No. 5026900-6213145.

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 \$107,600.00 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 Grantor's land where necessary within that certain area (TCE Area) described in Exhibit B for the purpose of a temporary construction easement (TCE). The right of possession and use of the TCE, shall commence on April 1, 2024 and rights shall terminate on September 30, 2027. 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 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, The County shall construct the improvements as shown on approved plans on file with the Department of Public Infrastructure.

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

15. 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.

Signatures on Following Page

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____.

GRANTOR:

**ELLEN G. SILGE, SUCCESSOR TRUSTEE OF THE SILGE FAMILY 2005 TRUST,
UNDER DECLARATION OF TRUST, DATED JANUARY 24, 2005**

By: Ellen G. Silge
**ELLEN G. SILGE,
SUCCESSOR TRUSTEE**

COUNTY OF SONOMA:

By: _____
Johannes Hoevertz
Director, Department of
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: _____

EXHIBIT A

RECORDING REQUESTED BY:
COUNTY OF SONOMA

When recorded return to:

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

APNs: 087-043-019, 087-041-024 and 087-041-025
(portions of)

Record Without Fee

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Govt. Code. §6103 & §27383

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

GRANT OF EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **ELLEN G. SILGE, SUCCESSOR TRUSTEE OF THE SILGE FAMILY 2005 TRUST, UNDER DECLARATION OF TRUST, DATED JANUARY 24, 2005**, hereinafter referred to as "Grantor (s),"

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

A permanent easement for slope and drainage purposes including installation of underground improvements for stabilization and maintenance of slopes adjoining the road right of way, under, over, across, with permanent ingress thereto, and egress therefrom, 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.

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

Dated this ____ day of _____, 2024.

GRANTOR:

ELLEN G. SILGE, SUCCESSOR TRUSTEE OF THE SILGE FAMILY 2005 TRUST, UNDER DECLARATION OF TRUST, DATED JANUARY 24, 2005

By: _____
Ellen G. Silge, Successor Trustee

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 _____

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
LEGAL DESCRIPTION
PERMANENT RIGHT-OF-WAY EASEMENT

Lying within the unincorporated area of County of Sonoma, State of California and being a portion of the lands of The Silge Family 2005 Trust as described by Trust Transfer Deed recorded under Document Number 2005-013612, Sonoma County Records, said portion is more particularly described as follows:

COMMENCING at a point on the northerly line of River View Drive, said point being marked by a 1/2-inch iron pipe, tagged LS4207, from which a 1/2-inch iron pipe marking said northerly line, tagged LS4207, bears North 84°06'44" East 61.98 feet, and shown as North 84°12'23" East 61.90 feet as shown on that Record of Survey filed in Book 781 of Maps at Pages 8 through 16, Sonoma County Records; thence North 83°55'51" West 86.17 feet to a point on the northerly right-of-way of North Fitch Mountain Road, said point also being on the southerly line of said lands and the POINT OF BEGINNING; thence along said northerly right-of-way South 58°22'36" West 27.78 feet; thence leaving said northerly right-of-way North 38°14'27" West 39.49 feet; thence North 47°54'54" East 28.26 feet; thence South 37°28'02" East 44.59 feet to the POINT OF BEGINNING.

Containing 1,173 square feet more or less.

END OF DESCRIPTION

Being a portion of APN 087-043-019, 087-041-024, 087-041-025

Basis of Bearings: California Coordinate System, Zone 2, NAD 83, Epoch 2017.50 as determined locally by a line between Continuous Global Positioning Systems (CGPS) Station P197 and Station P204; being North 11°05'36" East as derived from geodetic values published by the California Spatial Reference Center (CSRC).

Prepared by Cinquini & Passarino, Inc.


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


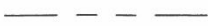


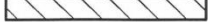


2/21/2023
Date

EXHIBIT B

HEALDSBURG, CA

LEGEND

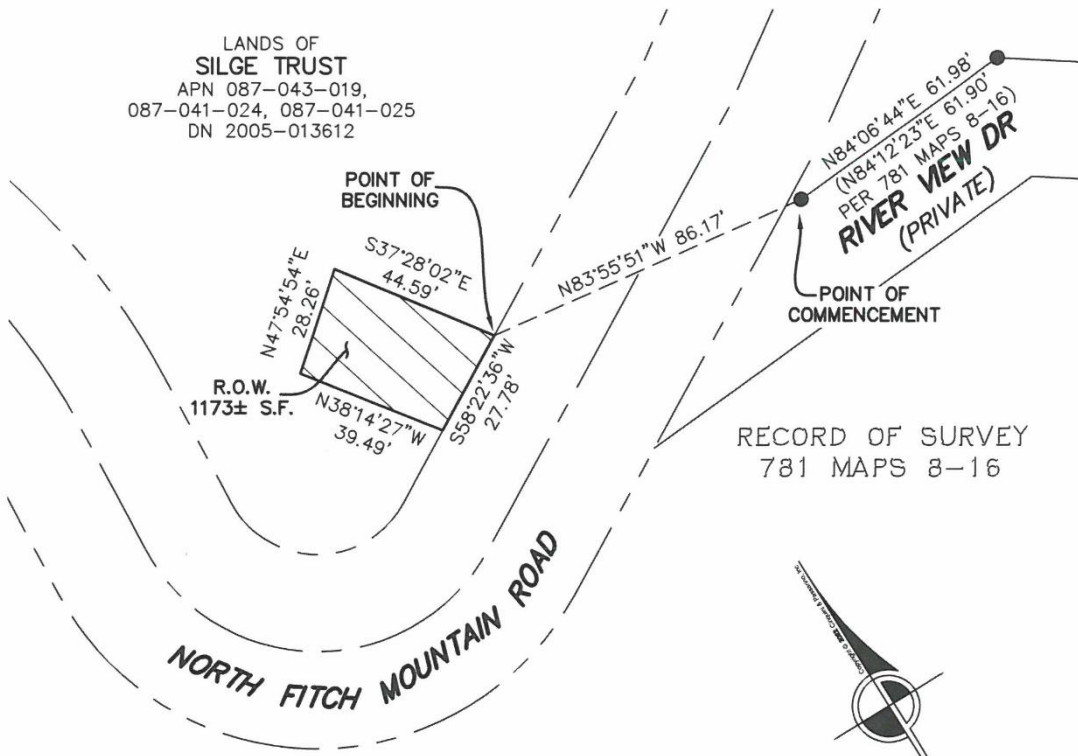
-  ROADWAY CENTERLINE
-  ROADWAY RIGHT-OF-WAY
-  ADJACENT PROPERTY LINE
-  SURVEY TIE
-  EASEMENT AREA

- FOUND 1/2" IRON PIPE, TAGGED 4207
- R.O.W. PERMANENT RIGHT-OF-WAY EASEMENT
- DN DOCUMENT NUMBER
- S.F. SQUARE FEET



**LOCATION MAP
NOT TO SCALE**

LANDS OF
SILGE TRUST
APN 087-043-019,
087-041-024, 087-041-025
DN 2005-013612



RECORD OF SURVEY
781 MAPS 8-16



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH 2017.50 AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING SYSTEMS (CGPS) STATION P197 AND STATION P204; BEING NORTH 11°05'36" EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

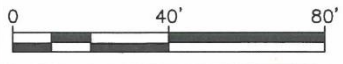


CINQUINI & PASSARINO, INC.

LAND SURVEYING

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

WWW.CINQUINIPASSARINO.COM



JOB NAME: N FITCH MOUNTAIN LANDSLIDES TASK ORDER NO. 14	DRAWN BY: AJD	CHECKED BY: AGC
DESCRIPTION: R.O.W. OVER THE LANDS OF SILGE TRUST - APN 087-043-019	SCALE: 1"=40'	DATE: 6/25/21
	JOB #: 8896-20	PAGE: 2 OF 2

Y:\8896\Cad\Exhibits\8896EASE_ROW_SILGE_087-043-019.dwg
Nov 11, 2022 - 2:22pm

EXHIBIT B

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: North Fitch Mountain Road Storm Damage Repair Project

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

APNs: 087-043-019, 087-041-024, and 087-041-025 (portions of)

Dated _____, 20__

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

**ELLEN G. SILGE, SUCCESSOR TRUSTEE OF THE SILGE FAMILY 2005 TRUST, UNDER
DECLARATION OF TRUST, DATED JANUARY 24, 2005,**

**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 North Fitch Mountain Road Storm Damage Repair Project. Such purposes, as necessary, include, but not limited to (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 April 1, 2024, and terminate on September 30, 2027, or upon the filing of the Notice of Completion at the Sonoma County Recorder's Office for the project entitled "North Fitch Mountain Road Storm Damage Repair Project" whichever shall occur first.

**GRANTOR: THE SILGE FAMILY 2005 TRUST, UNDER DECLARATION OF TRUST, DATED
JANUARY 24, 2005**

By: _____
**ELLEN G. SILGE,
SUCCESSOR TRUSTEE**

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 _____

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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
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

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COMMENCING at a point on the northerly line of River View Drive, said point being marked by a 1/2-inch iron pipe, tagged LS4207, from which a 1/2-inch iron pipe marking said northerly line, tagged LS4207, bears North 84°06'44" East 61.98 feet, and shown as North 84°12'23" East 61.90 feet as shown on that Record of Survey filed in Book 781 of Maps at Pages 8 through 16, Sonoma County Records; thence North 68°47'12" West 66.12 feet to a point on the northerly right-of-way of North Fitch Mountain Road, said point also being on the southerly line of said lands and the POINT OF BEGINNING; thence along said northerly right-of-way South 58°22'36" West 28.25 feet; thence leaving said northerly right-of-way North 37°28'02" West 44.59 feet; thence South 47°54'54" West 28.26 feet; thence South 38°14'27" East 39.49 feet to said northerly right-of-way; thence along said northerly right-of-way South 58°22'36" West 21.35 feet; thence along a curve to the right having a radius of 25.00 feet, through a central angle of 123°30'00", for a length of 53.89 feet; thence North 1°52'36" East 36.36 feet; thence along a curve to the left having a radius of 185.00 feet, through a central angle of 12°09'07", for a length of 39.24 feet; thence leaving said northerly right-of-way South 61°41'01" East 120.02 feet to the POINT OF BEGINNING.

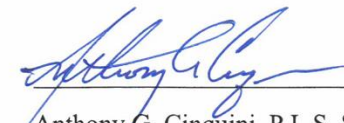
Containing 4,574 square feet more or less.

END OF DESCRIPTION

Being a portion of APN 087-043-019, 087-041-024, 087-041-025

Basis of Bearings: California Coordinate System, Zone 2, NAD 83, Epoch 2017.50 as determined locally by a line between Continuous Global Positioning Systems (CGPS) Station P197 and Station P204; being North 11°05'36" East as derived from geodetic values published by the California Spatial Reference Center (CSRC).

Prepared by Cinquini & Passarino, Inc.


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



2/21/2023
Date

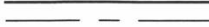


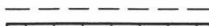


Cinquini & Passarino, Inc.
1360 North Dutton Avenue, Suite 150
Santa Rosa, CA 95401

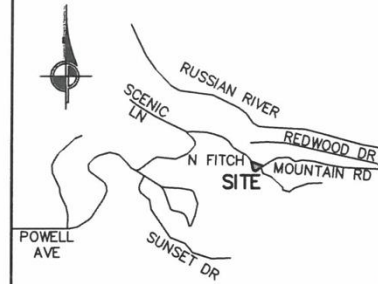
CPI No.: 8896-20
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com

EXHIBIT B

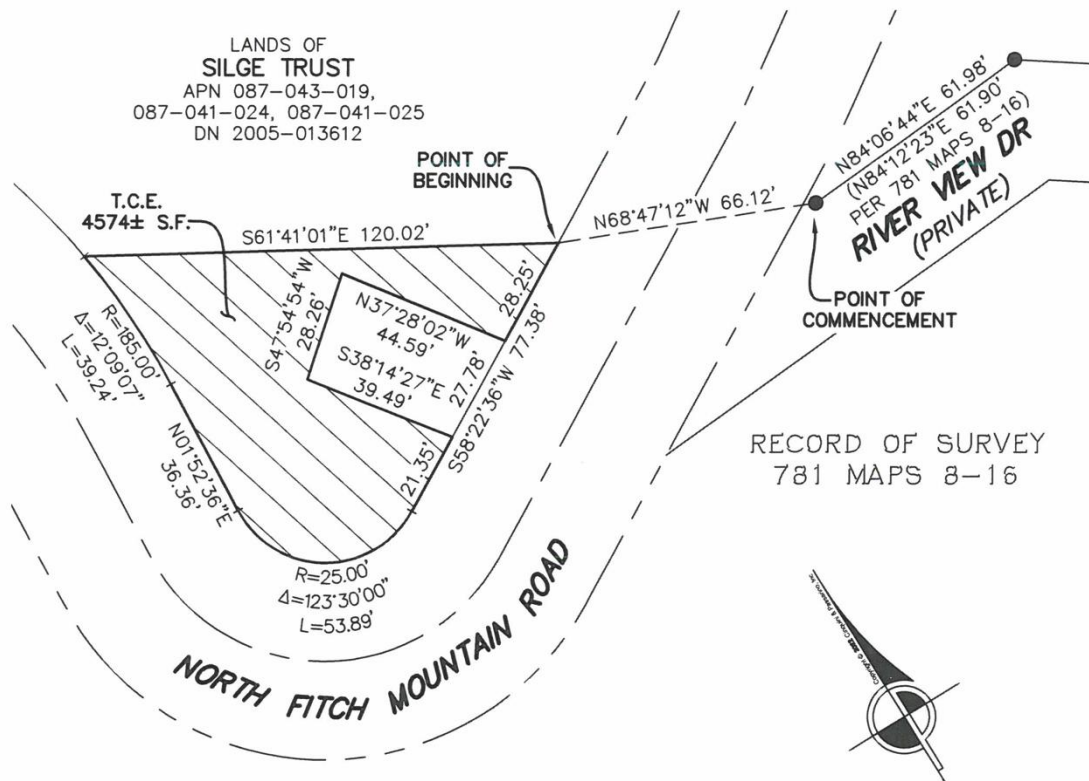
HEALDSBURG, CA

LEGEND

-  ROADWAY CENTERLINE
-  ROADWAY RIGHT-OF-WAY
-  ADJACENT PROPERTY LINE
-  SURVEY TIE
-  EASEMENT AREA
-  FOUND 1/2" IRON PIPE, TAGGED 4207
- T.C.E.** TEMPORARY CONSTRUCTION EASEMENT
- DN** DOCUMENT NUMBER
- S.F.** SQUARE FEET



**LOCATION MAP
NOT TO SCALE**



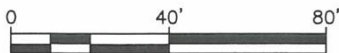
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH 2017.50 AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING SYSTEMS (CGPS) STATION P197 AND STATION P204; BEING NORTH 11°05'36" EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).



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: N FITCH MOUNTAIN LANDSLIDES TASK ORDER NO. 14	DRAWN BY: AJD	CHECKED BY: AGC
DESCRIPTION: T.C.E. OVER THE LANDS OF SILGE TRUST - APN 087-043-019	SCALE: 1"=40'	DATE: 6/25/21
	JOB #: 8896-20	PAGE: 2 OF 2