

_____, California
_____, 20 _____

Dist.	Co.	Rte.	P.M.	Exp. Auth.
04	SON	101	2.2	264089 (04-0000-0734)

Sonoma County Water Agency
Grantor

The Sonoma County Water Agency (Sonoma Water), a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, hereafter referred to as Grantor or Seller, and the State of California, acting by and through its Department of Transportation, hereafter referred to as Grantee or the State agree as follows:

WHEREAS the State is in the process of widening the US Highway 101 in connection with the Marin-Sonoma Narrows B2 Project (Project); and

WHEREAS Grantee has entered into that certain Utility Agreement No. 1779.4 by and between the State of California acting by and through its Department of Transportation and the Sonoma County Water Agency dated May 8, 2012, among other things providing for the relocation of Grantor's facilities and infrastructure affected by said Project by the State; and

WHEREAS Grantee/State requires certain real property described in State's Documents 61873, 61878, & 61880, for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain in connection with said project; and

WHEREAS Grantor/Seller requires certain real property interests (reservations) described in Documents 61873 and 61880 for the continued operation of Grantor's existing and relocated facilities as set forth in Utility Agreement No. 1779.4; and

WHEREAS Grantor/Seller further requires certain real property interests described in Documents DD-061878-01-01, DE-009797-X1-X1, DE-061879-X1-X3, DE-002271-X1-X2, DE-061881-X1-XX, DK-061879-X2-XX, DK-061881-X2-XX , DE-062340-X1-XX, CCUA 61879-A & JUA 62340-A for the continued operation of Grantor's existing and relocated facilities, and as set forth in Utility Agreement No. 1779.4; and

WHEREAS Grantor is compelled to sell, and Grantee is compelled to acquire the real property described in said State's Documents; and

WHEREAS both Grantor and Grantee recognize the expense, time, effort, and risk to both Grantor and Grantee 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; and

WHEREAS Grantee and Grantor entered into a Right of Entry agreement dated **April 10, 2012** in order to facilitate the constructing and improving the Project in advance of the Purchase and Sale of the real property interests herein.

NOW, THEREFORE 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 State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

(B) 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. Parts 21 and 28 C.F.R. Section 50.3.

(C) Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.
2. The State shall:
 - (A) Pay the undersigned Grantor the sum of **\$33,649.42** as just compensation for (i) the property or interest conveyed by Document Nos. 61873, 61878 & 61880 when title to said property vests in the State subject to all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes; and (ii) the Temporary Construction Easements 62341-2 and 61873-2, both of which were secured and consumed by the State under the Right of Entry dated April 10, 2012 and have since expired.
 - (B) Deliver to Grantor, fully approved, executed and notarized/acknowledged original Documents DD-061878-01-01, DE-009797-X1-X1, DE-061879-X1-X3, DE-061881-X1-XX, DK-061879-X2-XX, DK-061881-X2-XX , DE-062340-X1-XX, **DE-002271-X1-X2**, CCUA 61879-A & JUA 62340-A in the form approved by Seller for Seller's acceptance and recording.

- (C) Pay interest on the amount of just compensation at a rate equal to the rate of earnings of the Surplus Money Investment Fund in accordance with Section 1268.350 of the Code of Civil Procedure. The term of the payment will begin as of the date of the Right of Entry Agreement between Grantor and State (April 10, 2012), end as of the date that the just compensation noted in paragraph 2 (A) above is paid to the Grantor.
- (D) Pay all escrow and recording fees incurred in this transaction, and, if title insurance is desired by the State, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax.

Grantor Shall:

- (A) Deliver to the State fully approved, executed and notarized/acknowledged original Document Nos. 61880, in the form of a GRANT DEED and 61878, in the form of a **QUITCLAIM** DEED, and 61873, in the form of a QUITCLAIM DEED to PATRICK ESPANOL, Right of Way Agent for the State of California, upon receipt by Grantor of the fully approved, executed and notarized/acknowledged original Documents referred to in paragraph 2 (B) above, suitable and actable to Grantor for Grantor's acceptance and recording.
- 3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements commenced on April 10, 2012 and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, and interest, from said date.
 - (A) The amount in Clause 2(A) also includes payment for temporary easement numbers 62341-2 and 61873-2, both of which have since expired from the date of possession, and are shown on the attached appraisal maps marked Exhibit "A".
 - 4. Grantor represents that there are no oral or written leases on all or any portion of the property exceeding a period of one month.
 - 5. It is understood that the State did not provide a title report or obtain title insurance for the real property interests to be acquired from the Sonoma County Water Agency. In addition to any indemnification granted under Section 6 below, the State further agrees to defend, indemnify, hold harmless, and release Sonoma County Water Agency, and its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that

may be asserted by any person or entity, including the State, relating to this agreement.

6. Seller has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the property which may have occurred during the Seller's ownership of the property or prior to Seller taking title to the property.

The acquisition price of the property 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 which requires mitigation under Federal or State law, the State may elect to recover its clean-up costs from those who caused or contributed to the contamination.

7. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 4 Office, Post Office Box 23440, Oakland, CA 94623-0440 and the Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403.

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

GRANTOR:

SONOMA COUNTY WATER AGENCY

**Executed by the Sonoma County
Water Agency pursuant to authority
granted by Agenda Item No._____,
dated _____**

By:

GRANT DAVIS
General Manager

APPROVED AS TO FORM:

By:

CORY O'DONNELL

RECOMMENDED FOR APPROVAL:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By _____
PATRICK ESPANOL
Right of Way Agent
R/W Acquisition Services

By _____
ALLISON PAICH
District Branch Chief
R/W Acquisition Services

By _____
JULIE MCDANIEL
Deputy District Director
Right of Way and Land Surveys

No Obligation Other Than Those Set Forth Herein Will Be Recognized

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.