

COUNTY OF SONOMA
PUBLIC INFRASTRUCTURE
Santa Rosa, California

Date: May 29, 2025

Owner / Grantor: Sydney Sciaiini, as Surviving Spouse
APN: 117-080-037
Project Name: Asti Permanent Bridge Crossing Project
County Project No.: C21901

RIGHT OF WAY CONTRACT - PUBLIC HIGHWAY

A Grant Deed conveying fee simple title, as shown in Exhibit A attached to this Right of Way Contract ("Agreement"), covering the property particularly described in the above instrument, has been executed and delivered to Ramona Gomez of Overland, Pacific & Cutler, LLC, a division of TranSystems, Right of Way Consultant for the County of Sonoma on behalf of the acquiring agency, the County of Sonoma ("County" or "Grantee").

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

1. (A) The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the 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 property described in Exhibit A for County roadway and bridge purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- (D) This Agreement is contingent on and subject to the approval of the County and certification of environmental clearance by the certifying Agency. Furthermore, this Agreement shall have no force or effect unless and until said approval and certification has been obtained, as determined by County as shall be indicated in writing to Grantor. In the event that appropriate environmental clearance is not obtained, this Agreement shall automatically terminate, be of no force or effect, and the subject Right of Way instruments shall be void.

The parties to this Agreement 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.

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 Agreement.

2. The County of Sonoma shall:

(A) Pay the undersigned Grantor the sum of \$300,000.00 for the property interest conveyed by above-referenced instrument when title to said property interest vests 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 Agreement, 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 Agreement on behalf of both parties. This transaction will be handled by First American Title Company, 627 College Avenue, Santa Rosa, CA 95404; Escrow No. 4904-6964424.

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, 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 Agreement 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 \$300,000.00 includes, but is not limited to, full payment for such possession and use, and damages, if any, from said date.

6. Grantor warrants that there are no leases exceeding a period of one month on the subject property described in the Grant Deed except for the written lease between Grantor and Reynoso Vineyard. Grantor further warrants that prior to close of escrow the written lease between Grantor and Reynoso Vineyard, Inc. as it relates to the subject property described in the Grant Deed will be terminated. Grantor agrees to assume responsibility for any operational or monetary damages to Grantor's tenant(s) caused by reason of County's property acquisition and operations under this Agreement. Grantor agrees to release, hold harmless and indemnify County from and against any liability arising from tenant claims related to this Agreement, the Grant Deed, and/or County's operations on the property acquired hereby.

7. 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.

8. At no expense to the Grantor and at the time of the project construction, County will construct the following improvements as shown on approved plans on file with the Sonoma County Public Infrastructure. Grantor acknowledges that at the time of execution of this Agreement, plans have not yet been approved by County. In the event of a conflict between the plans ultimately approved by County and the descriptions below, the approved plans shall prevail. No compensation or any other consideration will be provided for such work or with regard to any impact or changed condition caused by such work.

(A) The mailbox location will be south of the intersection along the private driveway, similar to existing condition. The private driveway south of the intersection is currently approximately 16' wide, it will be increased to 24' wide to allow for access through the driveway and mailboxes at the same time concurrently as depicted in Exhibit "B". The driveway work shall be provided AS-IS and in accordance with County roadway standards, with no other warranty or representation, express or implied. Notwithstanding such driveway work, County shall not be responsible or liable for any maintenance or future condition thereof.

(B) Trees to be planted on the County's side of the fence which is north of the fence line within the proposed fee acquisition area. A 6-foot permanent chain link fence with steel posts and 3-strand barbed wire to be installed within the proposed fee acquisition area.

Notwithstanding such fence work, County shall not be responsible or liable for any maintenance or future condition thereof.

(C) The County to construct a temporary fence during construction until the permanent fence is constructed.

9. 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.

10. 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.

11. 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.

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

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

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

Signatures on Following Page

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

By GRANTOR this 21 day of July, 20 25.
By COUNTY this ____ day of _____, 20____.

GRANTOR:

By: Sydney Scialni
Sydney Scialni, as Surviving Spouse

COUNTY OF SONOMA:

By: _____ Date: _____
Johannes Hoevertsz
Director, Sonoma County Public Infrastructure

Approved as to Form:

By: _____ Date: _____
County Counsel

By: _____ Date: _____
Supervising Right of Way Agent

By: _____ Date: _____
Project Engineer

EXHIBIT A
GRANT DEED

RECORDING REQUESTED BY
COUNTY OF SONOMA
First American Title Company
Order No. 4904-6964424

.....
WHEN RECORDED, RETURN TO:
EXECUTIVE SECRETARY
SONOMA COUNTY
PUBLIC INFRASTRUCTURE
400 Aviation Boulevard, Suite 100
Santa Rosa, CA 95403

No Documentary Transfer Tax per
R&T Code 11922

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Project Name: Asti Permanent Bridge Construction
APN: (portion) 117-080-037
Dated: _____

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

GRANT DEED

SYDNEY SCIAINI, AS SURVIVING SPOUSE, (hereinafter referred to as
"Grantor"),

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

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

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

By: _____
Sydney Sciaini, as Surviving Spouse

(Attach notary acknowledgement + Certificate of Acceptance)

ACKNOWLEDGMENT

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

State of California

County of _____

On _____ before me, _____, Notary

Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT 'A'
COUNTY RIGHT OF WAY

Lying within the Rancho Musalacon, County of Sonoma, State of California and being a portion of the lands of Sydney Sciaini, as described in that Affidavit recorded under Document Number 2013-028836, Sonoma County Records, being Lot 1 as shown on Parcel Map Number 3127 filed in Book 175 of Maps at Page 18, Sonoma County Records, said portion is more particularly described as follows:

Beginning at the northerly most corner of said Lot 1, from which an untagged 1/2" iron pipe as shown on said Parcel Map Number 3127 bears North 36°35'15" East 24.97 feet (North 33°39'40" East 25.00 feet per said Parcel Map) and from which a 1/2" iron pipe tagged PLS 3665 as shown on said Parcel Map Number 3127 bears South 36°35'15" West 344.81 feet (South 33°39'40" East 345.00 feet as calculated per said Parcel Map); thence along the northeasterly boundary of said Lot 1, South 55°57'11" East 167.76 feet; thence leaving said northeasterly boundary, South 33°10'26" West 26.11 feet; thence North 82°31'44" West 62.85 feet; thence South 33°33'34" West 604.44 feet to the southwesterly boundary of said lands said Lot 1; thence along said southwesterly boundary, North 55°56'42" West 146.32 feet to the westerly most corner of said Lot 1; thence along the northwesterly boundary of said Lot 1, North 36°35'15" East 659.27 feet to the POINT OF BEGINNING.

Containing 2.00 Acres more or less.

END OF DESCRIPTION

The basis of bearings for this description is the California Coordinate System of 1983, Zone 2, Epoch 2017.50. Distances are Grid. To obtain ground distances, divide by 0.9999226022.

Being a portion of APN 117-080-037.

Prepared by Cinquini & Passarino, Inc.



Mathew Dudley, PLS 9396



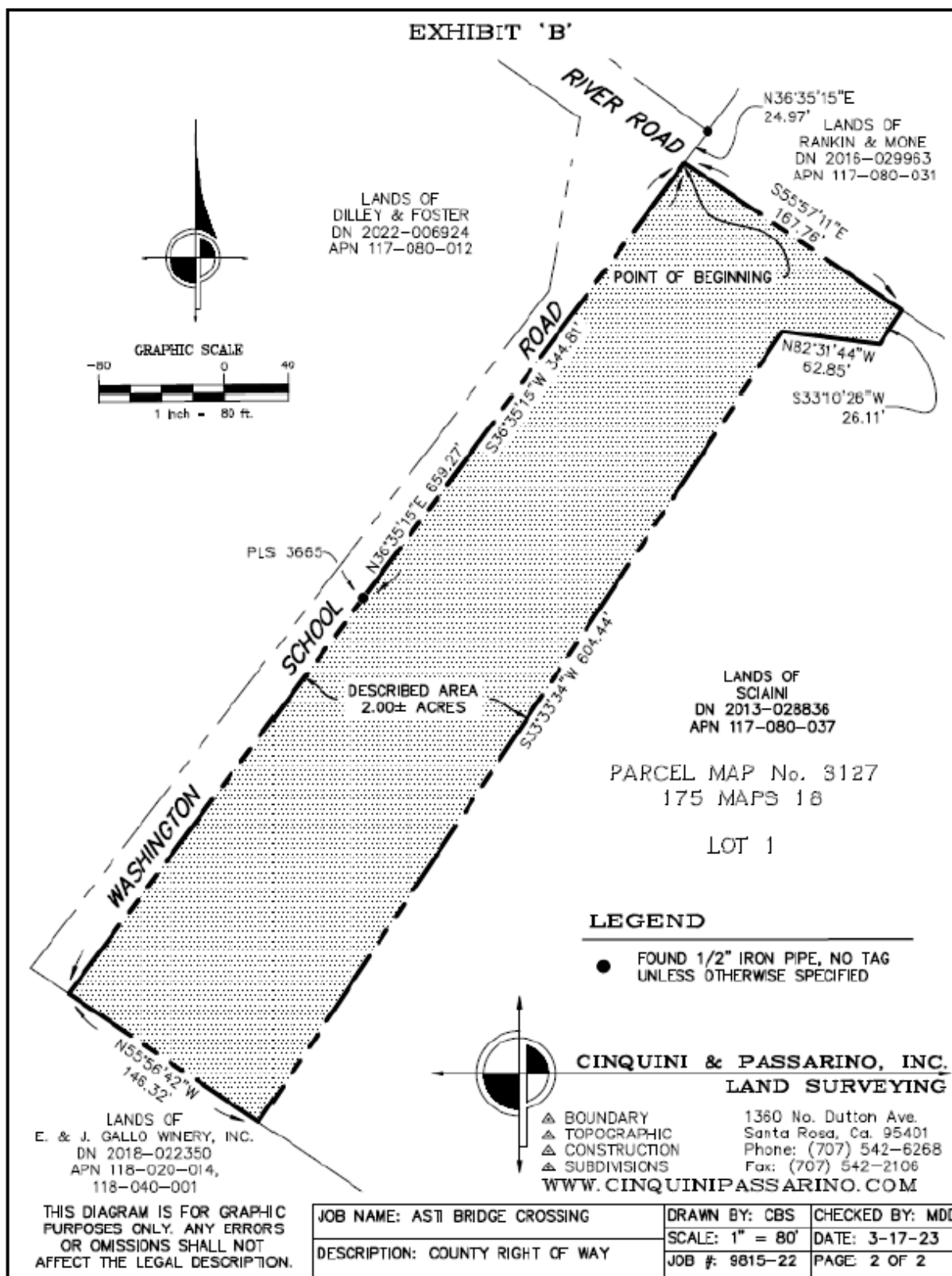
2/28/2024

Date

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

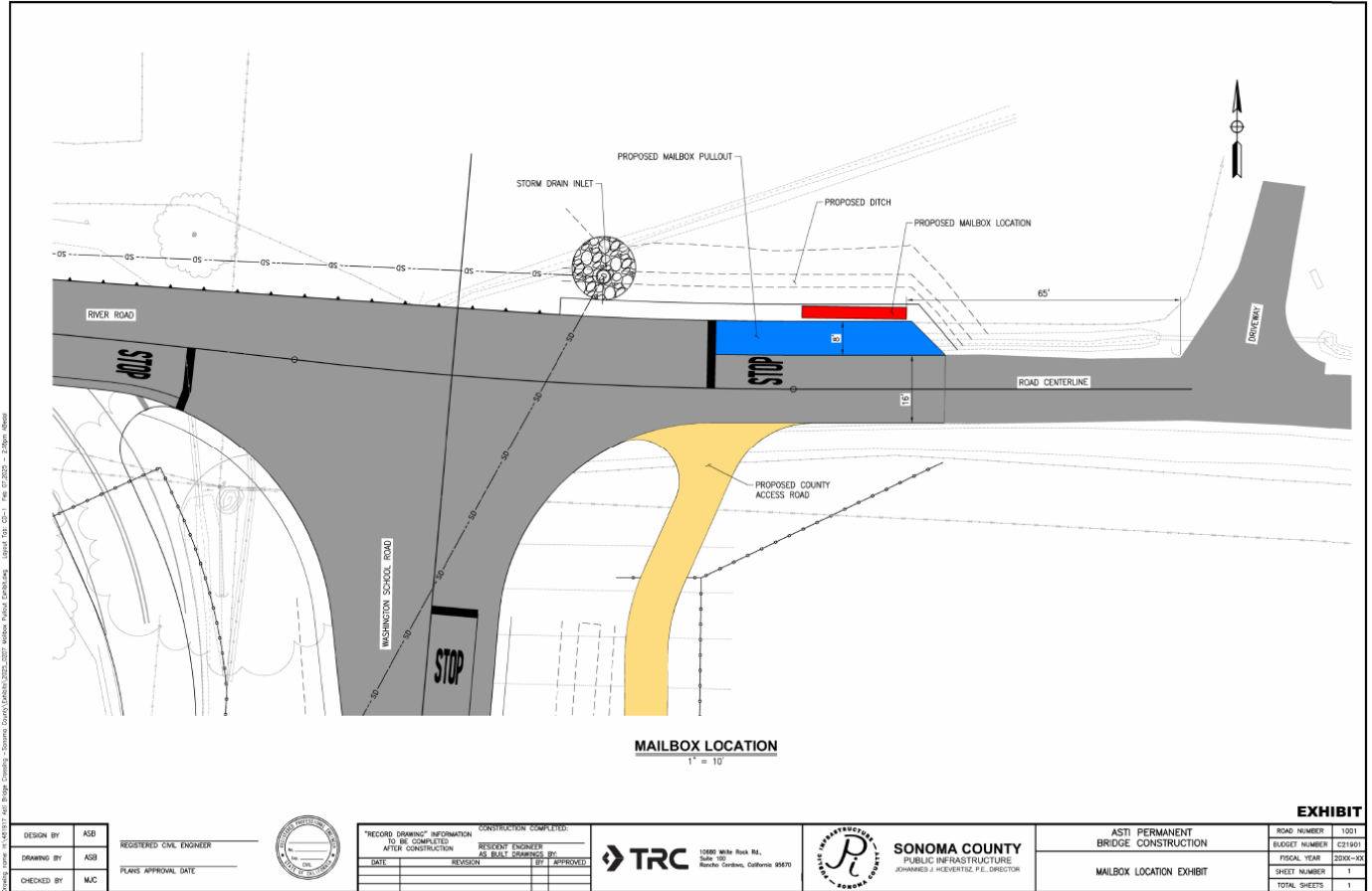
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CPI No.: 9815-23
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com



CERTIFICATE OF ACCEPTANCE
(Insert)

EXHIBIT B



EXHIBIT

DESIGN BY ASB	REGISTERED CIVIL ENGINEER	CONSTRUCTION COMPLETED	10000 8th Rock Rd. Suite 100 Marina del Rey, California 90260	SONOMA COUNTY PUBLIC INFRASTRUCTURE JOHANNES J. HEEVERING, P.E., DIRECTOR	ASTI PERMANENT BRIDGE CONSTRUCTION	ROAD NUMBER 1001
DRAWING BY ASB	PLANS APPROVAL DATE	DATE REVISION BY APPROVED	TRC		MAILBOX LOCATION EXHIBIT	BUDGET NUMBER C31901
CHECKED BY MJC						FISCAL YEAR 20XX-XX
						SHEET NUMBER 1
						TOTAL SHEETS 1