

**RECORDED AT NO FEE PER  
GOVERNMENT CODE § 6103  
RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency  
404 Aviation Boulevard  
Santa Rosa, CA 95403

*Space above for Recorder's Use Only*

Exempt from the fee per GC 27388.1 (a)(2);  
Executed or recorded by a government agency.  
APNs: 128-422-051, 128-422-065, & 128-422-070

Deed to Public Agency  
Tax \$0 Exempt from Transfer Tax R&T 11922

**DEED OF CONVEYANCE  
OF RENEWABLE ELECTRICITY GENERATING FACILITIES AND  
LICENSE TERMINATION AGREEMENT**

This Agreement, made and entered into on \_\_\_\_\_, 2025, by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, (hereafter referred to contemporaneously as "Sonoma Water" or "Participant"), the **Sonoma Valley County Sanitation District**, a California County Sanitation District (hereafter called the "Licensor"), and the **Power and Water Resources Pooling Authority**, an independent public agency formed according to the Joint Powers Act of the State of California (hereafter referred to contemporaneously as "PWRPA" or "Licensee").

**RECITALS**

WHEREAS, Licensor is the owner of certain real property in Sonoma County, California, more particularly described as follows:

Real property described in that certain Grant Deed recorded January 8, 1999, as Document 1999-0002914, and that certain Grant Deed recorded July 2, 2010, as Document 2010-0548862, Official Records of Sonoma County (hereafter referred to as "Licensor's Property"); and

WHEREAS, Sonoma Water owned certain renewable electricity generating facilities (hereafter referred to as Renewable Electricity Generating Facilities) that are interconnected with PG&E's electric system on Licensor's Property; and

WHEREAS, Sonoma Water and Licensee entered into a Renewable Electricity Facility Agreement, wherein Sonoma Water agreed to convey all right, title and interest in and to said Renewable Electricity Generating Facilities that are interconnected with PG&E's electric system to Licensee; and

WHEREAS, in the Deed of Conveyance of Renewable Electricity Generating Facilities and License Agreement, Sonoma Water conveyed to Licensee all right, title and

interest in and to said Renewable Electricity Generating Facilities and Licensor granted to Licensee a license to own, operate, maintain and replace said Renewable Electricity Generating Facilities; and

WHEREAS, Licensee desires to cease operating said Renewable Electricity Generating Facilities, convey said facilities to Sonoma Water and to terminate its license; and

NOW, THEREFORE, in consideration of the agreements of the respective parties, it is mutually agreed as follows:

## **AGREEMENT**

1. **Recitals.** The Recitals contained herein are true and correct and are incorporated into this Agreement.

2. **Conveyance of Facilities.** PWRPA, by operation of this Agreement, does hereby grant to Sonoma Water, its successors and assigns, all rights, title, and interest in and to those certain renewable electricity generating facilities as defined in said Renewable Electricity Facility Agreement dated: May 14, 2019.

3. **License Termination.** Licensor and Licensee agree to terminate the license granted in the Deed of Conveyance of Renewable Electricity Generating Facilities and License Agreement, entered into on May 14, 2019, as of date of full execution by all parties of this Agreement. Licensee shall execute a Quitclaim Deed substantially in the form of Exhibit A hereto, and Licensee shall deliver the fully executed and properly notarized/acknowledged Quit Claim Deed to Licensor within 90 days of termination of this agreement. Licensee's indemnification obligations under the license survive termination of the license.

4. **Restoration of Premises.** Licensee shall not be required to restore the Premises and remove all Licensee installed improvements. Licensor will accept the Premises in the "As-Is" condition.

5. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6. **Captions.** The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

day and year first written above.

Participant: SONOMA COUNTY WATER AGENCY

By: \_\_\_\_\_  
Grant Davis, General Manager Sonoma County  
Water Agency

Licensor: SONOMA VALLEY COUNTY SANITATION  
DISTRICT

By: \_\_\_\_\_  
Grant Davis, General Manager Sonoma County  
Water Agency

Licensee: POWER AND WATER RESOURCES POOLING  
AUTHORITY

By: \_\_\_\_\_

## CALIFORNIA ALL-PURPOSE 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, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

\_\_\_\_\_

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

Place Notary Seal Above

Signature of Notary Public

EXHIBIT A  
TO THE DEED OF CONVEYANCE  
OF RENEWABLE ELECTRICITY GENERATING FACILITIES  
AND LICENSE TERMINATION AGREEMENT

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**QUITCLAIM DEED**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **the Power and Water Resources Pooling Authority**, an independent public agency formed according to the Joint Powers Act of the State of California (hereinafter referred to as "Grantor"), does hereby Quitclaim unto the **Sonoma Valley County Sanitation District**, a California County Sanitation District (hereinafter referred to as "Grantee"), all right, title and interest in and to all that real property, described as follows:

Real property situated in an unincorporated area of the County of Sonoma, State of California described in that certain Deed Conveyance and License Agreement recorded July 25, 2019, as Document No. 2019051427, Official Records of the County of Sonoma.

It is the express intent of the Grantor hereby, to terminate any and all rights to use the Grantee's Property, conveyed to the Grantor by said Deed of Conveyance and License Agreement.

IN WITNESS WHEREOF, this instrument is hereby executed on behalf of the **Power and Water Resources Pooling Authority** this \_\_\_\_ day of \_\_\_\_\_, 2025:

**Power and Water Resources Pooling Authority:**

by: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

\_\_\_\_\_

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

Place Notary Seal Above

Signature of Notary Public

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Name(s) of Signer(s)

\_\_\_\_\_

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

Place Notary Seal Above

Signature of Notary Public

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## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by a Quitclaim Deed dated \_\_\_\_\_, 20\_\_, from **Power and Water Resources Pooling Authority**, an independent public agency formed according to the Joint Powers Act of the State of California, to the **Sonoma Valley County Sanitation District**, a California County Sanitation District, is hereby accepted pursuant to authority by Resolution No. 94-1730 of the Board of Directors of the Sonoma County Valley Sanitation District on December 6, 1994.

Sonoma County Valley Sanitation District

Dated: \_\_\_\_\_

\_\_\_\_\_  
Grant Davis General Manager  
Sonoma County Water Agency

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