

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

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

Portion of APN 060-010-040  
Exempt from fees per GC 27388.1(a)(2)(D); GC 27383  
Executed or Recorded by Public Agency

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

**EASEMENT AGREEMENT**

This Easement Agreement (“Agreement”) is made 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 ( “Sonoma Water”) and **John G. Balletto and Teresa M. Balletto, as Trustees, or any Successor Trustees of the Balletto 2001 Family Trust under Agreement dated January 31, 2001** (“Grantor”).

**RECITALS**

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

That Real Property described in that certain Grant Deed, recorded November 21, 2003 as Document Number 2003-243085, Official Records of Sonoma County, (hereafter referred to as the “Grantor’s Property”).

WHEREAS, Sonoma Water owns and operates a well and underground water transmission pipeline and appurtenances on that certain real property situated an unincorporated area of the County of Sonoma, California, described as follows:

That Real Property described in that certain Grant Deed, recorded November 20, 1975 in Book 3020 of Official Records, beginning at page 601, Official Records of Sonoma County, (hereafter referred to as the “Sonoma Water’s Property”).

WHEREAS, Sonoma Water wishes to obtain a permanent access easement over portions of the Grantor’s Property within that certain real property described in Exhibit “A” and as shown for reference on Exhibit “A-1” (hereafter referred to as the “Easement Area”), attached hereto and by this reference hereby made a part of this Easement Agreement.

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, Grantor and Sonoma Water covenant and agree as follows:

## AGREEMENT

1. **GRANT OF NON-EXCLUSIVE ACCESS EASMENT:** Grantor does hereby grant to Sonoma Water an easement for access. The above described easement is non-exclusive and reserves all uses to Grantor not inconsistent with Sonoma Water's use of the easement.
  
2. **FURTHER DESCRIPTION OF EASEMENT OVER GRANTOR'S PROPERTY:** The easement granted over the Easement Area is a perpetual easement and right-of-way for the purposes described herein. The easement does not confer any responsibility or liability on Sonoma Water for any hazardous materials, hazardous substances, or hazardous waste, as those terms are defined in any Federal, State or local law.
  
3. **SONOMA WATER RESPONSIBILITIES:**
  - A. Except as specifically provided otherwise in this Agreement, Sonoma Water agrees to restore and to repair all damage on Grantor's Property resulting from Sonoma Water's activities under this Grant of Easement.
  
  - B. Sonoma Water shall be responsible for the cost of recording this Grant of Easement.
  
4. **TERM:** The easement granted herein shall continue in perpetuity until or unless vacated by Sonoma Water.
  
5. **INDEMNIFICATION:** Each party to this Agreement (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), and the Indemnified Party's supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party's breach of any material term of or representation made in this Agreement and Grant of Easement, or Indemnifying Party's negligence or willful misconduct in connection with this Agreement and Grant of Easement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party's breach of any material term of this Agreement, or Indemnified Party's negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party's expense, subject to the Indemnifying Party's approval, which shall not be unreasonably withheld.
  
5. **GRANTOR STATEMENT:** Grantor represents that Grantor is not aware of any hazardous, toxic or petroleum product substances or materials in, on or near the subject property.
  
6. **IMMEDIATE ACCESS:** Grantor hereby grants permission to Sonoma Water, acting through its duly authorized agents, representatives, or contractors, to enter upon that portion of Grantor's property needed in order to undertake the inspection activities referred to herein. It is understood that

Grantor does not waive liability of Sonoma Water or Sonoma Water's contractor for injury to person or property arising out of negligence in conducting such activities.

7. **SUCCESSORS:** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns, and transferees, and all covenants shall apply to and run with the land.

8. **NOTIFICATION:** In the event Grantor sells, conveys, or assigns any property interests encumbered by this Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as included herein.

9. **SURVIVAL OF AGREEMENT:** This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein shall survive the closing of this transaction and the recordation of this easement agreement.

10. **ENTIRE UNDERSTANDING:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

11. **SIGNATURES OF GRANTOR:** Grantor represents and warrants that (a) Grantor is the sole legal and lawful owner of the Property, (b) Grantor has the requisite authority to execute this agreement on behalf of the interest they represent herein, and to grant the easement conveyed herein to the Agency, and (c) no other party has any legal or equitable claim to or interest in the Property.

12. **SUBORDINATION AGREEMENT:** Grantor warrants that Grantor is the owner in fee simple of the Property, and that on the date it executed this Agreement the Grantor's Property was not subject to any deeds of trust or other encumbrance other than the deeds of trust or encumbrances identified in Exhibit B, attached hereto and incorporated herein by this reference, whose trust deed beneficiaries have therein consented to this Agreement, agreed to subordinate their respective interests in the Grantor's Property to this Agreement, and covenanted that any sale made under the provisions of the respective deeds of trust or encumbrances shall be subject to this Agreement, pursuant to the executed Consent forms included in Exhibit B. No breach of or default of this Agreement shall affect the validity of the lien of any deed of trust or mortgage given in good faith and for value and encumbering any portion of the Grantor's Property.

13. **CONSERVATION EASEMENT:** Sonoma Water understands that the Grantor's property is encumbered by a Conservation Easement held by the Sonoma County Agricultural Preservation and Open Space District (the "District"), recorded on April 18, 2002 as Instrument Number 2002-059275 in the Official Records of Sonoma County (the "Conservation Easement"), which is attached hereto as Exhibit C and incorporated herein by reference, and agrees to abide by the restrictions on use of the real property contained in the Conservation Easement. The parties agree that the District may bring an action directly against Sonoma Water for violating any of the restrictions on use contained in the Conservation Easement, and Sonoma Water waives any defense it may have to such enforcement on the grounds of privity of contract.

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

**Grantor:**

By: \_\_\_\_\_  
**John G. Balletto, Trustee**

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

By: \_\_\_\_\_  
**Teresa M. Balletto, Trustee**

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

**Sonoma County Water Agency:**

By: \_\_\_\_\_  
**Grant Davis, General Manager**

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

Approved as to Form:

By: \_\_\_\_\_  
Assistant County Counsel

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

**EXHIBIT "A"**

**REPLACE THIS PAGE WITH  
Legal Description, signed and stamped by a Licensed Land Surveyor**

**EXHIBIT "A-1"**

**REPLACE THIS PAGE WITH  
Plat of Easement**

## **EXHIBIT "B"**

To

Easement Agreement between the Sonoma County Water Agency and John G. Balletto and Teresa M. Balletto, as Trustees, or any Successor Trustees of the Balletto 2001 Family Trust under Agreement dated January 31, 2001.

### **B.1 EXISTING DEEDS OF TRUST**

Deeds of Trust encumbering Grantor's Property as of the Effective Date of this Agreement:

1. Deed of Trust dated June 1, 2020, executed by Fidelity National Title Company, a California Corporation, as Trustee, in favor of AXA Equitable Life Insurance Company, a New York Corporation, and recorded on June 2, 2020, as 2020041568 of Official Records of the County of Sonoma.

**B.2 EXECUTED CONSENT FORMS OF LIENHOLDERS SPECIFIED IN B.1**

**CONSENT OF LIENHOLDER/SUBORDINATION OF DEED OF TRUST**

For valuable consideration, the undersigned, AXA Equitable Life Insurance Company, a New York Corporation, the beneficiary/lienholder under that certain deed of Trust dated as of June 1, 2020, executed by Fidelity National Title Company, a California Corporation, as Trustee, in favor of the undersigned, and recorded June 2, 2020, 2020041568 of Official Records of the County of Sonoma (“Deed of Trust”) and encumbering the real property described in the Easement Agreement identified above to which this Consent form is attached in Exhibit B , hereby consents to the Agreement, and subordinates the lien of the Deed of Trust to the Agreement, subject to the terms and provisions of the Agreement, including, without limitation, the effect of any breach or default under the Agreement on the lien of the Deed of Trust. In addition, the undersigned covenants that any sale or transfer made under the provisions of said Deed of Trust shall be subject to the Agreement.

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

AXA Equitable Life Insurance Company, a New York Corporation

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

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

Title: \_\_\_\_\_

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**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Easement Agreement dated from John G. Balletto and Teresa M. Balletto, as Trustees, or any Successor Trustees of the Balletto 2001 Family Trust under Agreement dated January 31, 2001 to 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, and the terms specified therein are hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma County Water Agency on February 24, 2010.

Sonoma County Water Agency

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

\_\_\_\_\_

Grant Davis  
General Manager

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