

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

Sonoma Valley County Sanitation District
404 Aviation Boulevard
Santa Rosa, CA 95403

Exempt from the fee per GC 27388.1 (a) (2);
Executed or recorded by a government agency.

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

EASEMENT AGREEMENT

This Easement Agreement (hereafter referred to as the "Agreement") is made by and between the **Sonoma Valley County Sanitation District**, a political subdivision of the State of California (hereafter referred to as the "District") and **Homeless Action Sonoma, Inc.**, a California corporation (hereafter referred to as "Grantor").

RECITALS

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

Being the real property as described in that certain Grant Deed recorded November 22, 2021 under document number 2021125668, Official Records of the County of Sonoma, currently identified as Sonoma County Assessor's Parcel Number(s) (APN) 056-611-082, and being more commonly known as 18820 Sonoma Highway, Sonoma, CA (hereafter referred to as the "Grantor's Property"); and

WHEREAS, the Sonoma County Water Agency (hereafter referred to as "Sonoma Water") operates the District's Sanitation System under agreement with the District; and

WHEREAS, an Easement from Grantor to District is required over Grantor's property to grant District access to operate sewer diverter valves for Grantor's on-site detention tank in case of heavy rain to mitigate potential sanitary sewer overflows in conjunction with Grantor's Low Barrier Navigation Center project, within that certain real property described above.

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

AGREEMENT

1. GRANT OF NON-EXCLUSIVE EASEMENT TO DISTRICT:

Grantor does hereby grant to the District an Easement with Ingress and Egress for the purpose of operating sewer diverter valves.

2. GRANTOR RESPONSIBILITIES

- a. Construct a holding tank to hold a minimum of 2 days of expected wastewater produced on the project site.
- b. Install a shut-off valve accessible to Sonoma Water staff and provide access to that valve. The shut valve shall cause sewage produced on site to be diverted into the holding tank.
- c. Provide contact information for responsible individual to responds to Sonoma Water requests.
- d. Shut the valve at the direction of Sonoma Water staff and/or allow Sonoma Water staff to shut valve for up to 48 hours when there is risk of sanitary sewer overflows during peak wet weather events.
- e. Leave valve in closed position until opened by Sonoma Water staff, or until authorized and directed by Sonoma Water staff.
- f. Provide for licensed septic service to empty the tank if it becomes full in less than 48 hours from the time the valve is shut by Sonoma Water staff.
- g. Provide for licensed septic service to empty the tank or other method for discharge of tank contents to the sewer after Sonoma Water staff opens the diverter valve after the risk of sanitary sewer overflows in the public sewer system has passed.
- h. Grantor specifically acknowledges and agrees that all infrastructure is Grantor's sole property and Grantor will be solely responsible for maintenance and repair of said improvements.

3. DISTRICT RESPONSIBILITIES:

- a. Permit the project, subject to standard permit conditions and this Agreement.
- b. Operate the valve installed under 2.d, above.
- c. Allow sewage transported by licensed septic service from the parcel to be discharged at the Wastewater Treatment plant at no charge.
- d. Provide for service to empty the tank if it becomes full when the valve is shut by Sonoma Water for any period exceeding 48 consecutive hours.

4. FURTHER DESCRIPTION OF EASEMENT OVER GRANTOR'S PROPERTY:

The easement granted herein is an easement and right-of-way for the purposes articulated herein. The easement does not confer any responsibility or liability on the District for any hazardous materials, hazardous substances, or hazardous waste, as those terms are defined in any Federal, state or local law.

5. **TERM:** The easement granted herein shall terminate upon the District's acceptance of the Fairview Lane Sanitary Sewer Replacement project improvements. District will record a quitclaim of this Easement within 30 days of acceptance of the Fairview Lane improvements.
6. **INDEMNIFICATION:** Grantor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release District, Sonoma Water, their officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Grantor, arising out of or in connection with this Agreement, whether or not there is concurrent or contributory negligence on the part of District, but to the extent required by law, excluding liability due to the gross negligence or willful misconduct of District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Grantor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
7. **GRANTOR STATEMENT:** Grantor represents that Grantor is not aware of any hazardous, toxic, or petroleum product substances or materials in, on, or near Grantor's Property.
8. **IMMEDIATE ACCESS:** Grantor hereby grants permission to District, acting through its duly authorized agents, representatives, or contractors, to enter upon that portion of Grantor's property needed in order to effectuate the purposes described herein.
9. **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.
10. **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.
11. **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 Agreement.
12. **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.
13. **SIGNATURES OF GRANTOR:** Grantor represents and warrants that (a) Grantor is the sole legal and lawful owner of the Property, (b) any signatory to this Agreement signing on behalf of Grantor has the requisite authority to execute this Agreement on behalf of Grantor, and to grant the easement

conveyed herein to the District, and (c) no other party has any legal or equitable claim to or interest in Grantor's Property, except for those identified in Exhibit "A" hereto.

14. **SUBORDINATION AGREEMENT:** Grantor warrants that Grantor is the owner in fee simple of the Property, and that on the date Grantor executed this Agreement the Grantor's Property was not subject to any deeds of trust, liens, or security interests, other than those identified in Exhibit A" hereto, whose beneficiaries or holders therein have 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 A. 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.

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

Grantor: Homeless Action Sonoma, Inc., a California corporation

By: _____ Date: _____
Annie Falandes
President

Sonoma Valley County Sanitation District:

Executed by the Sonoma Valley County Sanitation District this _____ day of _____, _____, pursuant to authority granted by Resolution No. _____ dated _____:

By: _____ Date: _____
Grant Davis
General Manager

Approved as to Form:

By: _____ Date: _____
Adam Brand
Deputy County Counsel

A.1 EXISTING DEEDS OF TRUST

Easement Agreement between the Sonoma Valley County Sanitation District and Homeless Action Sonoma, Inc., a California corporation dated _____.

1. Deed of Trust dated as of September 6, 2022, executed by Homeless Action Sonoma, Inc., a California non-profit corporation, as Trustor, to First American Title Insurance Company, as Trustee, in favor of Stephen P. Latimer, an individual, as Beneficiary, and recorded on September 14, 2022, as 2022060093 of Official Records of the County of Sonoma.

A.2 EXECUTED CONSENT FORMS OF LIENHOLDERS SPECIFIED IN A.1

CONSENT OF LIENHOLDER/SUBORDINATION OF DEED OF TRUST

NOTICE: This Subordination Agreement results in your security interest in the property becoming subject to and of lower priority than the Easement described below.

For valuable consideration, the undersigned, as assignee of Stephen P. Latimer, an individual for Original Deed of Trust, the Beneficiary/Lienholder under that certain Deed of Trust dated as of September 6, 2022, executed by Homeless Action Sonoma, Inc., a California non-profit corporation, as Trustor, to First American Title Insurance Company, as Trustee, in favor of the undersigned, and recorded September 14, 2022, as Document Number 2022060093, Official Records of County of Sonoma ("Deed of Trust") and encumbering the real property described in the Agreement and Grant of Easement identified above to which this Consent form is attached as Exhibit A ("Easement"), hereby consents to the Easement, and intentionally and unconditionally subordinates the lien or charge of the Deed of Trust in favor of the Easement, and understands that in reliance upon and in consideration of this subordination, specific obligations are being undertaken by the Sonoma County Water Agency, and as part and parcel thereof, specific monetary and other obligations are being and will be entered into by the Sonoma County Water Agency which would not be made or entered into but for said reliance on this subordination. In addition, the undersigned covenants that any sale or transfer made under the provisions of said Deed of Trust shall be subject to the Easement. Except as provided herein, nothing herein shall prejudice the undersigned, or its successors' or assigns' ability to retain any and all rights and interests pertaining to the Property per the recorded Deed of Trust against the Property and the Deed of Trust shall remain an enforceable priority lien encumbering the Property.

Date: _____

By: _____

Print Name: **Stephen P. Latimer, an individual**

PLEASE: have the above signature acknowledged on the attached California Acknowledgment, or for out of state acknowledgments, please attach the appropriate state acknowledgment form to document.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the easement agreement dated _____, from Homeless Action Sonoma, Inc., a California corporation to the Sonoma Valley County Sanitation District, a political subdivision of the State of California, is hereby accepted pursuant to authority by Resolution No. _____ of the Board of Directors of the Sonoma Valley County Sanitation District on _____.

Sonoma Valley County Sanitation District

Dated: _____

Grant Davis
General Manager
