

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

JUDICIAL COUNCIL OF CALIFORNIA  
Facilities Services  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833  
Attn: Manager, Real Estate

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING  
FEES PURSUANT TO GOVERNMENT CODE SECTION 27383  
AND DOCUMENTARY TRANSFER TAX PURSUANT TO  
REVENUE AND TAXATION CODE SECTION 11922.

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE ONLY

**EASEMENT AGREEMENT**

This EASEMENT AGREEMENT (“**Easement Agreement**”) is entered into as of \_\_\_\_\_, 2020, by and between the State of California (“**Grantor**”) and the County of Sonoma (“**Grantee**”; Grantor and Grantee may be referred to herein collectively as the “**Parties**” and individually as a “**Party**”), with reference to the following facts:

**RECITALS**

A. Grantor is the owner of that certain real property located at 2685 Ventura Avenue in the City of Santa Rosa, County of Sonoma, State of California, as described in **Exhibit “A”** attached hereto and incorporated herein (“**Burdened Property**”).

B. Grantor intends to construct on the Burdened Property the New Santa Rosa Criminal Courthouse (Court Facility No. 49-H1) (“**Courthouse Project**” or “**New Court Building**”) for occupancy and use by the Superior Court of California, County of Sonoma (“**Court**”).

C. Grantor intends to finance the construction of the Courthouse Project through issuance of State Public Works Board (“**SPWB**”) lease revenue bonds (the “**Bonds**”), which will in part be secured by site and facility leases between Grantor and SPWB pertaining to the Burdened Property and the Courthouse Project, respectively (the “**Bond Documents**”).

D. As a condition to issuing the Bonds, SPWB will require, among other things, that Grantor and SPWB’s quiet enjoyment and beneficial use of the Burdened Property and the Courthouse Project, respectively, not be materially impaired at any time during the term

of the Bond Documents.

E. Grantee is the owner of that certain real property located at 2777 Ventura Avenue, in the City of Santa Rosa, County of Sonoma, State of California, commonly known as the Main Adult Detention Facility (“**MADF**”), as described in **Exhibit “B”** attached hereto and incorporated herein (“**Benefited Property**”).

F. Grantee desires to construct, at Grantee’s sole cost, a bridge, elevator, and tunnel for use in transferring in-custody defendants and/or inmates between the MADF on the Benefited Property and, when built, the New Court Building on the Burdened Property, a portion of which includes the construction of a subterranean, pedestrian corridor on the Burdened Property, as further described in **Exhibit “C”** attached hereto and incorporated herein (the “**Tunnel**”).

G. On or about November 20, 2019, Grantee commenced construction of the Tunnel (“**Tunnel Construction Commencement Date**”). The construction of the Tunnel is to be completed on or about February 7, 2020. This Easement Agreement shall be effective as of the Tunnel Construction Commencement Date as set forth herein.

H. Grantee requires a non-exclusive easement, and related rights, under and through those portions of the Burdened Property, as legally described and graphically depicted in **Exhibit “D”** attached hereto and incorporated herein, and which is referred to herein as the “**Easement Area,**” for the purpose of allowing Grantee to design, develop, construct, permanently place, access, use, maintain, repair, administer, manage, and operate the Tunnel.

I. Grantor is willing to grant to Grantee said easement on the terms and conditions set forth herein.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## **AGREEMENT**

### 1. Grant of Easement.

1.1. Grantor hereby grants to Grantee and its heirs, successors, and assigns, a non-exclusive permanent easement under and through the Easement Area described in **Exhibit “D”** for the purpose of allowing Grantee, at Grantee’s sole cost and expense, to design, develop, construct, permanently place, access, use, maintain, repair, replace, administer, manage, and operate the Tunnel situated in, on, under, across, and through the Burdened Property, for the pedestrian transportation of in-custody defendants

and/or inmates between the MADF and, when built, the New Court Building (the “**Easement**”).

1.2. Grantor hereby further grants to Grantee and its contractors, subcontractors, employees, agents, lessees, licensees, permittees, invitees, heirs, successors, and assigns, such reasonable and occasional rights of ingress, egress, and access to the Easement Area through the Burdened Property as may be reasonably necessary, from time to time, to enable Grantee to effectuate the purpose of the Easement, as provided herein this Easement Agreement.

1.3. This Easement Agreement and all covenants and restrictions contained herein collectively shall, to the fullest extent permitted by law and equity and without regard to technical classifications or designations, be deemed to be covenants and restrictions running with the land of the Burdened Property as a burden on the Burdened Property, be appurtenant to and for the benefit of the Benefited Property, and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

1.4. Grantee acknowledges that the entirety of the Easement Area is located below grade. Grantee further acknowledges that the Easement Area may be used by others including Grantor, Grantee, the Court, and their respective officers, agents, and employees, in connection with their occupancies of the Benefited Property and Burdened Property, respectively, on the condition that any such use is not incompatible with the Easement granted hereby.

1.5. This Easement Agreement is not, and will not be interpreted to be, a grant of a fee interest.

1.6. Upon completion of the Tunnel or such other time as may be appropriate, the Parties may amend the Exhibits hereto upon mutual written agreement to conform to final conditions, locations, and any other material aspect of the Tunnel, the Easement, and the New Court Building. All such amended Exhibits shall be incorporated by reference and shall be given effect as if set forth herein and attached hereto.

## 2. Construction and Maintenance of the Tunnel.

2.1. *Plans.* Grantee will cause the construction of the Tunnel to be performed in substantial conformance with the plans and specifications (“**Preliminary Plans**”) attached hereto as **Exhibit “C”**; provided, however, any material modifications shall be subject to the Grantor’s review and written approval in Grantor’s sole discretion, which shall not be unreasonably conditioned, delayed, or withheld.

2.2. *Performance.* Grantee shall exercise reasonable precautions to avoid damage to the Burdened Property and to protect persons and property. Grantee warrants

and represents that the construction of the Tunnel shall be performed in compliance with all applicable laws and regulations including, but not limited to, the Americans with Disabilities Act, the Prevailing Wage Law (California Labor Code section 1720 et seq.), California Civil Code section 832, subdivision 4, as applicable, and all relevant building codes. Grantee warrants and represents that the Tunnel shall be constructed by well-trained, properly-licensed, and adequately-supervised workers in a good and workmanlike manner, free from design, material, and workmanship defects.

2.3. *Cost of Performance.* Nothing in this Easement Agreement is intended nor shall be interpreted to require Grantor to furnish any funds, tools, equipment, apparatus, facilities, transportation, labor, or materials necessary to perform the construction of the Tunnel.

2.4. *Approvals.* At Grantee's sole cost, Grantee shall obtain any and all required approvals, permits, licenses, permissions, certificates, or other documents ("**Approvals**") from all federal, state, and local governmental authorities having jurisdiction over all or any part of the Tunnel including, without limitation, the Division of the State Architect and/or the Office of the State Fire Marshal ("**Authorities Having Jurisdiction**"), which are necessary to perform the construction of the Tunnel located within the Burdened Property and for occupancy and use of the Tunnel upon its completion, in accordance with all laws. Grantor agrees to reasonably cooperate with and assist Grantee in so obtaining all necessary Approvals from any Authorities Having Jurisdiction. Following the completion of the construction of the Tunnel, Grantee will continue to ensure that all necessary Approvals from any Authorities Having Jurisdiction are obtained and maintained as applicable.

2.5. *Interference.* Grantee agrees to use all commercially reasonable efforts to limit as much interference and disruption as possible to the operations and facilities of, and to not create an undue safety risk at, the Burdened Property, and shall not obstruct nor allow any of its contractors to obstruct access to the Burdened Property except as expressly permitted in writing by Grantor. To the extent possible, Grantee shall cause construction of the Tunnel and all use of the Easement Area to be performed in the manner most likely to minimize injury, damage, loss, and negative impacts to the Burdened Property. Grantee shall comply with all security requirements of Grantor while on the Burdened Property.

2.6. *Schedule.* Grantee shall provide to Grantor the construction schedule of the construction of the Tunnel. Construction and completion of the Tunnel is expected, but is not required, prior to commencement of the Courthouse Project.

2.7. *Testing.* Grantee shall not conduct any invasive or destructive testing, investigation, or other similar activity on the Burdened Property or within the Easement Area without giving at least 20 days' prior, written notice to Grantor describing, with reasonable specificity: (i) the nature of the invasive or destructive testing, investigation, or

other activity to be performed; (ii) the date, time, location, and purpose of the proposed invasive or destructive testing, investigation, or other activity; and (iii) the identity of the person or persons who will conduct the invasive or destructive testing, investigation, or activity and the name of the company or firm, if any, that employs such person or persons. Grantor shall have the right to be present at and observe any such invasive or destructive testing, investigation, or other activity performed by or on behalf of Grantee, and Grantee shall provide to Grantor split samples of any soil, groundwater, or other substance that Grantee or its consultant or contractor removes from the Burdened Property or the Easement Area.

2.8. *Repairs.* In the exercise of any rights granted herein or in the performance of any construction, maintenance, or repair activities for the Tunnel in the Easement Area, Grantee shall make all reasonable efforts to avoid damage to the Burdened Property including exploring and giving priority to any reasonable alternatives that avoids disturbing or causing damage to the Burdened Property. Grantor acknowledges that construction of the Tunnel will entail open-air excavation of the Easement Area. In the event the Burdened Property is otherwise disturbed or damaged by, without limitation, the excavation or construction of the Tunnel or any other construction, maintenance, or repair activity for the Tunnel, then Grantee shall, at its sole cost and expense, immediately repair (or cause to be repaired) such damage and restore (or cause to be restored) the Burdened Property to a condition equal to that immediately preceding the disturbance or damage. All such corrective work shall be performed in accordance with the terms of this Easement Agreement, with applicable law, and to the reasonable satisfaction of Grantor. The Parties shall cooperate with each other in conducting any such repairs to the Burdened Property as required herein.

2.9. *Maintenance.* Grantee shall be responsible, at its sole cost and expense, for the maintenance, upkeep, repair, and replacement of the Tunnel, or any portion thereof, as may be needed on a regular, on-going, or future basis, occasioned by, without limitation: (i) ordinary use and normal wear and tear; (ii) acts or omissions by persons other than Grantee, Grantor, Court, or their employees, contractors, agents, tenants, or licensees; and/or (iii) forces or events beyond the reasonable control of the Parties. Notwithstanding the foregoing, Grantee shall not be responsible for any such need to the extent caused by the negligence or willful misconduct of Grantor, or its employees, contractors, agents, tenants, or licensees. Prior to commencing any such maintenance or repair work, Grantee shall provide Grantor with seven (7) days' prior written notice; provided, however, in the event of an emergency affecting the safety of life, the Tunnel, the Burdened Property, or the Benefited Property, Grantee, without needing to first obtain any special instruction or authorization from Grantor, is permitted to act at its reasonable discretion to prevent such threatened loss or injury, and shall notify Grantor in writing of the situation and Grantee's response thereto within 24 hours of the emergency. In the event Grantee fails to promptly perform any aspect of its maintenance and repair obligations, Grantor shall have the right, but not the obligation, to perform any necessary maintenance or repairs for the Tunnel or

the Easement Area, and Grantee shall reimburse Grantor for all reasonable incurred costs within 45 days of receipt of an invoice from Grantor therefor.

2.10. *Utilities.* In accordance with all other terms of this Easement Agreement, and subject to the written approval and discretion of Grantor, Grantee and its employees and agents shall be permitted to install, utilize, maintain, repair, and replace, at Grantee's sole cost and expense, such wires, lines, conduit, equipment, and other utility facilities within the Easement Area as needed in support of the Tunnel and Grantee's use thereof.

2.11. *Physical Connection and Waterproofing.* Notwithstanding anything to the contrary herein, Grantor shall be responsible, at Grantor's sole cost and expense, for the physical connection, utilities connections, and the waterproofing between the Tunnel and the New Court Building, including as to all design, installation, construction, and maintenance of such connection. Grantee shall have the right to review and approve the plans and specifications for all such physical connection, utilities connections, and waterproofing. Grantee shall not unreasonably withhold, condition or delay the approval of any plans and specifications related to any physical connection, utilities connections and/or waterproofing related to and as between the Tunnel and New Court Building. The physical connection between the Tunnel and New Court Building shall be at the location and coordinates shown on **Exhibit "C."**

2.12. *Improvements.* Grantor shall have the right to request reasonable improvements to the Tunnel following its completion. In such case, within 60 days of a written request from Grantor, the Parties shall meet and confer regarding any reasonable improvements to the Tunnel that Grantor may wish to have considered. Any agreement for such improvements shall be subject to approval by Grantee and availability of sufficient funding. Any such agreement shall be memorialized in writing and shall address allocation of respective financial responsibilities and construction duties of each Party as to the agreed improvements.

2.13. *Clean Up.* In connection with Grantee's right to enter and use the Easement Area and Burdened Property pursuant to this Easement Agreement, Grantee shall ensure that the Easement Area is at all times kept in a safe and orderly condition during and after said use by Grantee, and that the Easement Area is left in a reasonably clean condition, excepting all ordinary and reasonable materials and conditions associated with and during construction, maintenance, and repair of the Tunnel. Upon completion of any construction or maintenance work in the Easement Area, Grantee shall remove all debris thereof from the Burdened Property.

2.14. *Grantor's Quiet Enjoyment.* Other than for those activities and projects that are or may be noticed, approved, or otherwise allowed pursuant to any of the provisions of this section, in connection with Grantee's design, development, construction, maintenance, repair, administration, management, and operation of the Tunnel and/or

Grantee's access to and use of the Easement Area provided hereunder, Grantee shall not conduct any activity that materially impairs Grantor's quiet enjoyment and beneficial use of the New Court Building.

2.15. *Grantee's Quiet Enjoyment; Landscaping and Heavy Equipment.* In connection with Grantor's design, development, construction, maintenance, repair, administration, management, and operation of the New Court Building, Grantor shall not conduct any activity that materially impairs Grantee's quiet enjoyment and beneficial use of the Easement. Grantor acknowledges that the roof covering the Tunnel will be within twelve (12) inches of final surface grade and may be impacted by surface activity, digging, landscaping, and other heavy and/or invasive use of or activity on the surface of the Easement Area. Other than as for such improvements and activities Grantee may consent to in writing, which consent shall not be unreasonably withheld, conditioned or delayed, Grantor shall not allow or cause on or near the Easement Area any structure, improvement, landscaping (including trees), use of heavy equipment, or any other improvement or activity that may damage, breach, compromise, or impair the Tunnel or materially impair Grantee's quiet enjoyment and beneficial use of the Easement Area. In the event the Tunnel is damaged by any Grantor construction, maintenance, repair or use of the Burdened Property, then Grantor shall, at its sole cost and expense, immediately repair (or cause to be repaired) such damage and restore (or cause to be restored) the Tunnel to a condition equal to that preceding the damage. All such corrective work shall be performed in accordance with the terms of this Easement Agreement, with applicable law, and to the reasonable satisfaction of Grantee. The Parties shall cooperate with each other in good faith in conducting any such repairs.

2.16. *Completion of Construction; Final Approval.* In order to be considered complete, within sixty (60) days of Grantee's completion of construction of the Tunnel, Grantee shall provide Grantor with final plans and specifications for the Tunnel ("**Final Plans**"), which shall be subject to Grantor's written approval for conformance with the construction of the Tunnel; provided, however, that Grantor's approval of the Final Plans shall not be unreasonably withheld, conditioned, or delayed. Upon Grantor's approval of the Final Plans, if at all, the Parties acknowledge and agree that the Final Plans shall be deemed incorporated into **Exhibit "C"** of this Easement Agreement by this reference. Additionally, Grantee must also provide written proof to Grantor within sixty (60) days of Grantee's completion of construction of the Tunnel that Grantee has obtained all required Approvals from all Authorities Having Jurisdiction.

3. Term of Easement Agreement. This Easement Agreement shall be effective as of the Tunnel Construction Commencement Date and shall be permanent unless otherwise mutually terminated by the Parties as provided herein.

4. Mutual Indemnification and Hold Harmless.

4.1. To the fullest extent permitted by law, each of Grantee and Grantor shall, and hereby does, agree to indemnify, defend, and hold harmless the Grantor Parties and Grantee Parties (as defined below), respectively, from and against all damages, claims, liabilities, settlements, penalties, fines, costs, expenses, losses, or attorney and consultant fees and costs (collectively “**Damages**”) incurred thereby to the extent that the same arise or result from or are caused by the negligence or willful misconduct of either the Grantee Parties or Grantor Parties, as applicable, in connection with their use of this Easement or the Easement Area, and/or in connection with the performance of this Easement Agreement or the exercise of any rights granted hereunder; provided, however, that neither Grantee nor Grantor shall not be obligated to indemnify, defend, or hold harmless the Grantor Parties or Grantee Parties, as applicable, from and against any Damages to the extent that such Damages are caused by the negligence or willful misconduct of the other, as applicable.

4.2. For purposes of this section, the term “**Grantee Parties**” refers to Grantee, its elected and appointed officials, officers, directors, departments, employees, agents, volunteers, successors, representatives, and assigns; and the term “**Grantor Parties**” refers to the State of California; Judicial Council of California; Superior Court of California, County of Sonoma; and their elected and appointed officials, officers, directors, employees, agents, volunteers, successors, representatives, and assigns.

5. Insurance. Prior to any consultants or contractors of Grantee conducting any testing, investigation, excavation, construction, maintenance, or other work within the Easement Area (each a “**Grantee Contractor**”), the Grantee Contractor shall procure and maintain insurance of the type and with coverage amounts as specified by and in compliance with this section.

5.1. *General Requirements.* The Grantee Contractor shall maintain the required insurance for its operations with an insurance company or companies that are rated “A-VII” or higher by A. M. Best’s key rating guide, and are authorized to do business in the State of California. Such insurance may be provided through a joint powers authority formed for the purpose of jointly self-insuring the cost of claims and insurance costs.

5.2. *Deductible; Self-Insured Retention.* For all insurance policies required by this section, the Grantee Contractor shall declare any deductible or self-insured retention (SIR). Any deductible or SIR shall be clearly stated on the appropriate certificate of insurance. The Grantee Contractor shall be responsible for and may not recover from Grantor any deductible or SIR that is connected to the insurance required hereunder.

5.3. *Certificates of Insurance.* Prior to commencement of any work within the Easement Area, the Grantee Contractor shall provide Grantor with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Grantor, as

evidence that the required insurance is in full force and effect. Where applicable, each certificate of insurance and signed insurance policy endorsement shall specifically provide verification that the State of California; the Judicial Council of California; the Superior Court of California, County of Sonoma; and their respective elected and appointed officials, judges, officers, and employees have been added as additional insureds on the insurance policy being referenced. The certificates of insurance shall be addressed to Grantor as follows:

Judicial Council of California  
Facilities Services  
455 Golden Gate Street, 8th Floor  
San Francisco, CA 94102  
Attention: Maria Topete, Risk Management Unit

5.4. *Duty to Maintain Insurance in Effect.* The Grantee Contractor shall at all times maintain in force all insurance policies required under this section for the entire duration of any work being performed thereby within the Easement Area. If any one or more insurance policies required hereunder expires prior to the completion of the Grantee Contractor's applicable work within the Easement Area, the Grantee Contractor shall immediately renew or replace the required insurance and provide to Grantor a new, current certificate of insurance and signed insurance policy endorsements, and the Grantee Contractor's failure to do so may be declared a breach of this Easement Agreement. The Grantee Contractor must provide renewal insurance certificates and signed policy endorsements to Grantor at least ten (10) days following the expiration of the previous insurance certificates and signed policy endorsements. If a Grantee Contractor for any reason fails to keep in effect at all times the specified insurance coverage, Grantor may, in addition to any other available rights and remedies, terminate all of Grantee and any Grantee Contractors' rights of access and use of the Easement Area granted by this Easement Agreement until the defaulting Grantee Contractor submits to Grantor written evidence that all insurance that the defaulting Grantee Contractor is required to maintain hereunder is in full force and effect.

5.5. *Waiver of Subrogation.* The Grantee Contractor, and any insurer providing required insurance therefor, shall waive any right of recovery or subrogation it may have against the State of California; the Judicial Council of California; the Superior Court of California, County of Sonoma; and their respective elected and appointed officials, judges, officers, and employees for direct physical loss or damage to the Tunnel, Easement Area, Burdened Property, and/or Benefited Property or for any liability arising out of the rights granted hereunder this Easement Agreement.

5.6. *Notice of Cancellation.* All insurance policies required by this section shall contain a provision that coverage will not be materially changed or cancelled without

thirty (30) days' prior written notice to Grantor, which notice shall be the responsibility of the Grantee Contractor.

5.7. *Primary, Non-Contributing.* All insurance policies required by this section shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the State of California; Judicial Council of California; or Superior Court of California, County of Sonoma.

5.8. *Certified Copies.* Grantor reserves the right to request certified copies of any of the insurance policies required by this section, which shall be provided by the Grantee Contractor within ten (10) business days of any such request.

5.9. *Subcontractors.* The Grantee Contractor shall require insurance from all subcontractors of any tier with substantially the same terms and conditions as required of the Grantee Contractor hereunder and with limits of liability which are sufficient, in the Grantee Contractor's opinion, to protect the interests of the Grantee Contractor; State of California; Judicial Council of California; and Superior Court of California, County of Sonoma.

5.10. *Insurance Requirements.* Prior to commencement of any work within the Easement Area, the Grantee Contractor shall procure and maintain at a minimum the following insurance:

5.10.1. *Commercial General Liability.* Commercial general liability insurance for all of its operations written on an occurrence form with limits of not less than \$5,000,000 per occurrence and a \$5,000,000 annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not include exclusion for loss resulting from explosion, collapse, or underground perils. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability. The completed operations liability shall extend for the not less than three (3) years past the completion of the applicable work in the Easement Area.

5.10.2. *Commercial Automobile Liability.* Automobile liability insurance covering liability arising out of the operation, use, loading, or unloading of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Grantee Contractor's work in the Easement Area, with limits of not less than \$2,000,000 per accident.

5.10.3. *Workers' Compensation and Employers Liability.* Statutory workers' compensation insurance for all of the employees who are engaged in the work in the Easement Area including special coverage extensions where applicable; and

employer's liability insurance with limits of not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee.

5.10.4. Contractors Pollution Liability Insurance. Contractors pollution liability insurance written on an occurrence form with limits of liability not less than \$5,000,000 per occurrence and \$5,000,000 per project aggregate. This policy shall include coverage of claims for Bodily Injury or Property Damage and remediation costs resulting from a pollution incident at the Easement Area or Burdened Property caused by or exacerbated by the Grantee Contractor.

6. Subordination. The provisions of this Easement Agreement shall be subject and subordinate to any mortgage, deed of trust, or lease financing, including, but not limited to, lease financing as defined below, now existing or hereafter executed affecting all or any portion of the Burdened Property, made in good faith and for value. No provision of this Easement Agreement shall supersede or in any way reduce the security or effect or validity of any such mortgage, deed of trust, or lease financing; provided, however, that, if any portion of the Burdened Property is sold under a foreclosure of any such mortgage or deed of trust (or by deed in lieu thereof), any purchaser at such sale (or any purchaser pursuant to any such deed in lieu thereof), and the successors and assigns of such purchaser, shall hold any portion of the Burdened Property so purchased subject to all of the provisions of this Easement Agreement, except that such purchaser shall acquire fee title free and clear of any unpaid amounts or any defaults or violations by its predecessor of the terms of this Easement Agreement occurring prior to such transfer of title. The term "lease financing" as used in this section includes the Bond Documents and any and all amendments, extensions, renewals, modifications, refinances, and replacements of the Bond Documents. The Bond Documents will be recorded in the Official Records of Sonoma County.

7. Amendment and Termination. This Easement Agreement may be modified or amended only by written agreement signed by the Parties hereto. In the event that the Parties mutually agree to terminate this Easement Agreement, the Parties agree to execute in a recordable form any documents reasonably requested by either of the Parties acknowledging the partial or complete termination of this Easement Agreement and the Easement described herein.

8. Binding Effect. Unless terminated pursuant to the terms of this Easement Agreement, the provisions of this Easement Agreement and the Easement granted herein shall constitute covenants running with the land with respect to the Benefited Property, Burdened Property, and Easement Area, respectively, for the reciprocal burden and benefit of those properties, and shall be binding on each successive owner during their ownership of any portion of the Benefited Property, Burdened Property, or Easement Area, respectively, and on each person or entity having any interest in this Easement Agreement derived through any owner of the Benefited Property, Burdened Property, or Easement Area, respectively.

9. Governing Law. This Easement Agreement, and the Parties' performance under this Easement Agreement, will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

10. Waiver. No waiver of any term or provision of this Easement Agreement shall be effective unless set forth in writing and signed by the Party giving the waiver. No failure or delay on the part of either Party hereto in the exercise of any right, power, or privilege granted by this Easement Agreement shall operate as a waiver of such right, power, or privilege, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or future exercise thereof. A waiver given on any one occasion shall not operate as a continuing waiver of the same provision or as a waiver of any other provision set forth in this Easement Agreement.

11. Integration. This Easement Agreement contains the entire agreement of the Parties with respect to the subject matter described herein, and supersedes all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties with respect to the subject matter.

12. No Third-Party Beneficiaries. This Easement Agreement is by and between the Parties and no third parties are intended to be benefited by the terms of this Easement Agreement, except for the Court.

13. Warranty of Authority. Grantor represents and warrants as of the Effective Date that (i) it is the legal owner of the Burdened Property, and (ii) it has full power and authority to place the encumbrance of this Easement Agreement on the Burdened Property.

14. Counterparts. This Easement Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts shall together be deemed to constitute one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Easement Agreement as of the dates written below.

**“GRANTOR”**

**“GRANTEE”**

**STATE OF CALIFORNIA  
JUDICIAL COUNCIL OF CALIFORNIA**

**COUNTY OF SONOMA**

By: \_\_\_\_\_  
Name: Martin Hoshino  
Title: Administrative Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Caroline Judy  
Title: Director of General Services  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Judicial Council of California,  
Legal Services

APPROVED AS TO FORM:  
Sonoma County Counsel

By: \_\_\_\_\_  
Name: Charles R. Martel  
Title: Supervising Attorney  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jeremy M. Fonseca  
Title: Deputy County Counsel  
Date: \_\_\_\_\_

**CONSENT**

**STATE OF CALIFORNIA  
State Public Works Board**

By: \_\_\_\_\_  
Name: Koreen van Ravenhorst  
Title: Deputy Director  
Date: \_\_\_\_\_

EXHIBIT "A"

**LEGAL DESCRIPTION OF BURDENED PROPERTY**



**LEGAL DESCRIPTION**  
Criminal Court Parcel

All that real property lying within the County of Sonoma, State of California and being a portion of the lands of the County of Sonoma, a political subdivision of the State of California, as described in that Grant Deed recorded in Book 1296, at Page 263, Official Records of the County of Sonoma and being more particularly described as follows:

Beginning at a point within said lands of the County of Sonoma, from which point City of Santa Rosa monument G-381, as shown on that Record of Survey "of the lands of Alfonso and Rose D'argenzio", filed for record November 21, 2003 in Book 657 of Maps at Page 27, Sonoma County Records, bears North 03°22'13" East 767.15 feet; thence, from said POINT OF BEGINNING, South 00°23'24" West, for a distance of 268.20 feet; thence, North 89°42'29" West, for a distance of 270.20 feet; thence, along a tangent curve to the left, with a radius of 256.00 feet, through a central angle of 26°52'37", for a distance of 120.09 feet; thence, North 46°37'51" West, for a distance of 49.29 feet; thence, North 00°15'35" East, for a distance of 157.61 feet; thence, South 89°37'59" East, for a distance of 45.21 feet; thence, North 00°22'01" East, for a distance of 91.72 feet; thence, North 66°25'48" East, for a distance of 49.77 feet; thence along a non tangent curve to the left from a tangent that bears South 17°42'09" East with a radius of 51.00 feet through a central angle of 126°58'16" for a distance of 113.02 feet; thence, along a reverse curve to the right, with a radius of 15.00 feet, through a central angle of 55°29'22"; for a distance of 14.53 feet; thence, South 89°11'04" East, for a distance of 228.96 feet to the POINT OF BEGINNING.

Containing 107,766 square feet (2.47 acres), more or less.

Together with the right of ingress and egress to the lands described above.

Basis of Bearings: City of Santa Rosa Horizontal Control System (Datum: NAD 27) between found monuments G-381 and G-379 as N 89°41'35" E.

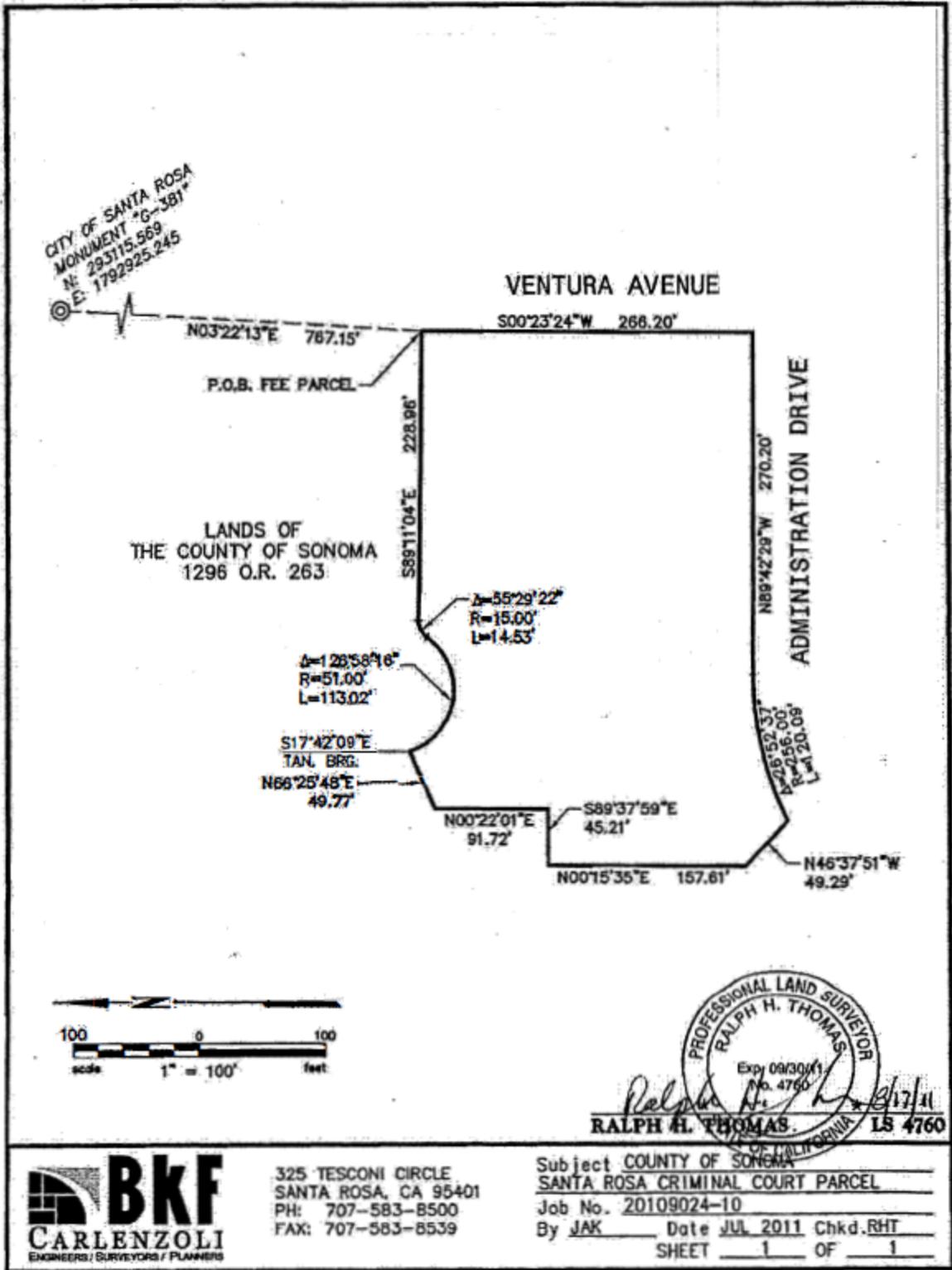
Prepared by:

**BKF / Carlenzoli**

  
Ralph H. Thomas, L.S. No. 4760  
Lic. Exp. 9/30/11



Dated: 8/17/11



Plot Aug 17, 2011 at 2:06pm

109024exhb-HOJ\_A1&B1.dwg

**EXHIBIT “B”**

**LEGAL DESCRIPTION OF BENEFITED PROPERTY**

*[Insert Legal Description of County’s Property.]*

**EXHIBIT “C”**

**DESCRIPTION OF TUNNEL**

*[Insert Plans/Specs/Drawing of Tunnel]*

**EXHIBIT “D”**

**LEGAL DESCRIPTION AND PLAT OF EASEMENT AREA**

*[Insert Legal Description and Plat of Easement Area Provided by County.]*

COUNTY 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 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 \_\_\_\_\_

(Seal)

JUDICIAL COUNCIL 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**

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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)

**CERTIFICATE OF ACCEPTANCE**

**CERTIFICATE OF ACCEPTANCE** – (Government Code §27281) – This is to certify that the interests in real property conveyed by that certain Easement Agreement dated   [DATE]   from the State of California, as Grantor, to the County of Sonoma, a political subdivision of the State of California, as Grantee, is hereby accepted by order of the Board of Supervisors of the County of Sonoma on   [DATE]   and that the Grantee consents to recordation thereof by its duly authorized officer.

**GRANTEE:**

**COUNTY OF SONOMA,**

a political subdivision of the State of California

By: \_\_\_\_\_  
Caroline Judy, Director  
Department of General Services

Dated: \_\_\_\_\_, 20\_\_\_\_