

**COUNTY OF SONOMA  
PUBLIC INFRASTRUCTURE**  
Santa Rosa, California

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

Owner: Vulcan Lands, Inc.  
APN: 134-171-048 (Portion)  
Project Name: Todd Rd. & Standish Ave. Project  
County Project No.: C19002  
Federal Project No.: SON230202

**RIGHT OF WAY CONTRACT - PUBLIC HIGHWAY**

Exhibit A, in the form of an Easement Deed and Exhibit B in the form of a Temporary Construction Easement Deed, covering the property particularly described in the above instruments, have been executed and delivered to Paragon Partners Consultants, Inc., Consultant for the County of Sonoma on behalf of the acquiring agency, the County of Sonoma (“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 Grantee 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 said property described in Exhibit A and Exhibit B for County roadway 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.

The parties to this contract 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. Part 21 and 28 C.F.R. Section 50.3. 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 contract.

2. Grantee shall:

(A) Pay the undersigned Grantor the sum of \$57,600.00 for the property interests conveyed by above documents when title to said property interests vest 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 Grantee'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 Grantee, 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 contract, 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 Grantee to prepare and file escrow instructions in accordance with this Contract on behalf of both parties. This transaction will be handled by Fidelity National Title Company, 600 Bicentennial Way, Suite 300, Santa Rosa, CA 95403; Escrow/File No. FSNX-0012502708-CT.

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the permanent property rights being purchased by the Grantee, including the right to remove and dispose of improvements, shall commence upon acceptance of this contract by the Grantee and deposit of funds in escrow controlling this

transaction, or upon the close of escrow, whichever occurs first, and that the amount of \$57,600.00 includes, but is not limited to, full payment for such possession and use, and damages, if any, from said date.

6. It is further agreed and confirmed by the parties hereto that permission is hereby granted the Grantee or its authorized agent(s), to enter upon Grantor's land where necessary within that certain area (TCE Area) described in Exhibit B for the purpose of a temporary construction easement (TCE). The right of possession and use of the TCE, shall commence on January 15, 2026, and terminate on either January 14, 2029, or upon the filing of the Notice of Completion for the project at the Sonoma County Recorder's Office, whichever shall occur first. Notwithstanding anything herein to the contrary, at all times throughout the Grantee's possession and use of the TCE, the Grantee agrees and will ensure that Grantor and Grantor's agents, representatives, employees, customers, and invitees shall have use of the TCE Area for ingress and egress as well as continuous through access from Grantor's real property (APN 134-171-048) to Ghilotti Avenue and Todd Road.

If improvements within the Temporary Construction Easement area are damaged as a result of Grantee's possession or use under the terms of the Temporary Construction Easement, such improvements will be reconstructed or repaired at Grantee's sole expense upon completion of the project construction work, and the area will be restored to its original condition, or as close thereto, such that Grantor will have continuous ingress and egress to Ghilotti Avenue and Todd Road, through the TCE Area. Grantee will make every effort possible to minimize inconvenience to Grantor during its use of the TCE.

In case of unpredictable delays in construction, upon written notification to Grantor, the terms of the TCE may be extended by an amendment to this Right of Way Contract. Grantor shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the Grantor for the extension period prior to the expiration of the original period. The Grantee engineer shall notify the Grantor 72 hours prior to the commencement of actual construction or by 10 days written notice, first class mail, delivery deemed completed on date of mailing.

7. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor further agrees to hold Grantee harmless and reimburse Grantee for any and all of their losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.

8. All formal notices from either party to the other shall be transmitted via email and sent via regular US mail to the representative listed below at the address shown:

GRANTOR: Vulcan Lands Company  
1200 Urban Center Drive  
Vestavia, AL 35242

GRANTEE: Olguin Caban, Assistant Engineer  
County of Sonoma – Public Infrastructure  
400 Aviation Blvd, Suite 100

9. 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.

10. At no expense to the Grantor and at the time of project construction, Grantee shall construct the improvements as shown: Project Plans for Construction on Todd Road at Standish Avenue Signalization Approved plans on file are on file with County of Sonoma Public Infrastructure.

11. 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 Grantee shall be left in as good condition as found.

12. 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, Grantee may elect to recover its clean-up costs from those who caused or contributed to the contamination.

13. Grantee agrees to indemnify and hold harmless Grantor from any liability arising out of Grantee's operations under this Agreement. Grantee further agrees to assume responsibility for any damages proximately caused by reason of Grantee's operations under this Agreement and Grantee will, at its option, either repair or pay for such damage.

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

15. Grantor understands that this Agreement is subject to the approval of the Grantee. Further, that this Agreement shall have no force or effect unless and until said approval has been obtained.

16. In the event of a breach of this Agreement by either Party, the other Party shall be entitled to pursue any and all remedies available to it against the breaching Party, including without limitation, claims for all damages attributable to such breach, and specific performance of this Agreement.

17. The obligations and rights of the parties set forth in this Agreement shall not be deemed merged into the Easement Deed or the Grant of Temporary Construction Easement and shall survive the recording thereof.

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

By GRANTOR this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By GRANTEE this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

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

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

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

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

**GRANTEE:**

By: \_\_\_\_\_  
Johannes Hovertsz  
Director of Public Infrastructure

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

**Approved as to Form:**

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

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

**Reviewed as to Substance:**

By: \_\_\_\_\_  
Right of Way Manager

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

By: \_\_\_\_\_  
Project Engineer

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