#### NO FEE DOCUMENT

Government Code § 6103 & § 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Santa Rosa Plain Groundwater Sustainability Agency c/o West Yost Associates 2235 Mercury Way, Suite 105 Santa Rosa, CA 95407 Attn: Andy Rogers, GSA Administrator

(THE ABOVE SPACE FOR RECORDER'S USE ONLY)

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

#### **EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is made and entered into as of \_\_\_\_\_\_\_, 2025 ("Effective Date"), by and between the Santa Rosa Plain Groundwater Sustainability Agency ("GSA" or "Grantee"), and Sonoma County Agricultural Preservation and Open Space District, a special district formed pursuant to the California Public Resources Code ("Owner" or "Grantor").

#### **RECITALS**

- A. Owner is the owner in fee of certain real property located in an unincorporated area of the County of Sonoma, California, identified as APN 045-171-026, as more particularly described in that certain Individual Grant Deed, recorded [insert document number and date], Official Records of said County of Sonoma, CA ("Property").
- B. The GSA desires to obtain a non-exclusive temporary easement for construction purposes ("<u>Temporary Construction Easement</u>") to build a deep groundwater monitoring well ("Well"), a 20-year easement for the Well itself ("<u>Well Easement</u>"), and a related access easement to maintain the Well through and on Owner's Property ("<u>Well Access Easement</u>"), and Owner is willing to grant such easements pursuant to the terms and conditions set forth herein.
- **NOW, THEREFORE,** in consideration of the foregoing recitals, and the mutual promises contained herein, and for other good and valuable consideration paid by GSA, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

#### **AGREEMENT**

- 1. <u>Grant of Temporary Construction Easement</u>. Grantee desires to obtain a non-exclusive Temporary Construction Easement workspace across a section of the Property to locate, survey, construct, and install the Well or incidental facilities thereto.
- 1.1 Grantor grants a Temporary Construction Easement for use by Grantee, its employees, agents and contractors for the purpose of access to and construction, including drilling, of the Well, the Temporary Construction Easement, in the area described in **Exhibit A** and depicted in **Exhibit A-1**, attached hereto and incorporated herein (the "Temporary Construction Easement Area").
- 1.2 Once construction is complete, and the permit file is closed by Permit Sonoma, the Temporary Construction Easement shall automatically expire.
- 1.3 The Temporary Construction Easement is nonexclusive. Grantor reserves the right to use the Temporary Construction Easement Area so long as such use does not unreasonably interfere with the use of the Temporary Construction Easement by the Grantee.
- 1.4 Grantee shall repair, at its own expense, damage to the area in and around the Temporary Construction Easement Area caused by Grantee's use thereof.
  - 2. Grant of Term-Limited Well Easement. Grantor, as the owner of Property, hereby grants to Grantee, a Well Easement or the purpose of use by GSA its employees, agents and contractors, including construction, operation, repair, maintenance, and replacement, together with appurtenant structures, on, over, and under Grantor's Property (the "Well Easement"), in the area legally described in **Exhibit B** and depicted in **Exhibit B-1**, attached hereto and incorporated herein (the "Well Easement Area"). Such easement shall expire automatically twenty (20) years after the Effective Date unless, prior to or on such date, the parties mutually agree to extend this Agreement by separate agreement or an amendment hereto.
  - 3. Well Access Easement. Owner hereby grants to GSA a non-exclusive Well Access Easement to access and maintain the Well in, through, upon and/or across Grantor's Property, via existing roads as further identified in **Exhibit C** and depicted in **Exhibit C-1**, attached hereto and incorporated herein (the "Permitted Access Route"). GSA will access the Well only during regular business hours, except in cases of emergency.
  - 4. <u>Use</u>. The Well Easement and Well Access Easement shall be used only for periodic and intermittent access and monitoring and/or other activities normally associated with such a Well, and the operation, maintenance, and repair thereof, in addition to data collection from the Well as needed at the discretion of the GSA, all within the Well Easement Area.
  - 5. <u>Consideration</u>. As consideration for the grant of the above-described Easements, Owner recognizes the benefits to Owner associated with monitoring groundwater levels at

Property. Specifically, the GSA can track groundwater conditions in a critical greenbelt area where groundwater is utilized by agricultural land uses, rural residential land uses, and groundwater-dependent ecosystems, including those on the Property. The proposed well fills a monitoring network gap that will allow the GSA to monitor changes and take action to protect local groundwater sustainability upon which those land uses are reliant, which actions directly benefit Owner. As further consideration for the grant of the above-described Easements, the GSA agrees to provide all data collected via the well installed pursuant to this Agreement to Owner upon Owner's request.

#### 6. Reserved Rights.

- 6.1 Reserved Rights to the Well Access Easement: Owner reserves the right to use Grantor's Property for purposes which will not interfere with the GSA's full enjoyment of the rights herein granted; provided, that, except as specified herein, Owner shall not erect or construct any building or other structure and shall not permit any uses which will interfere with the GSA's Permitted Access Route to the Well Easement. The Owner may improve the Property so long as GSA's Permitted Access Route to the Well remains reasonably passable. Notwithstanding the foregoing, Owner reserves the right to use, maintain, and develop the Property for any and all agricultural purposes and that it may install additional wells and septic infrastructure on the Property as it deems necessary in its sole discretion, provided that Owner shall make reasonable efforts to allow GSA's simultaneous full enjoyment of the rights herein granted.
- 6.2. Reserved Rights to the Well Easement: Owner reserves the right to use the Well Easement Area for purposes which will not interfere with the GSA's full enjoyment of the rights herein granted; provided, that, except as specified herein, Owner shall not erect or construct any building or other structure in the Well Easement Area or cut and/or fill over any GSA Well Easement Area, or drill or operate any well, or drill any holes, or construct any reservoir or other obstruction in the Well Easement Area, and shall not permit any uses which will interfere with the operation of the Well Easement Area. Notwithstanding the foregoing, Owner reserves the right to use, maintain, and develop the Property for any and all agricultural purposes and that it may, without any limitation imposed by this Easement, install additional wells and septic infrastructure on the Property as it deems necessary in its sole discretion.
- 7. Maintenance of Easement Area. At such times as the GSA maintains or repairs the Well it shall, at its expense, promptly upon completion of such work, return the portion of the Property used for the Well Access Easement and Well Easement Area to its prior state and repair and/or replace any improvements damaged by its maintenance, repair or replacement of the Well. The Well shall be maintained in compliance with all applicable laws and regulations of the local government and the State of California.
- 8. <u>Maintenance of the Well.</u> The GSA will maintain the Well in accordance with the current well standards of the State of California and the County of Sonoma.
- 9. <u>Decommissioning of the Well.</u> Upon the expiration of this Easement, or such earlier time as the Well is no longer needed for the GSA's purposes, or if a regulatory agency with

authority over the Well determines that the Well must be decommissioned, then the GSA shall destroy the Well and restore site conditions to their state before construction of the Well or as otherwise mutually agreed upon in writing with Owner. The GSA shall destroy the Well in accordance with the State of California and Sonoma County's requirements.

- 10. <u>Insurance</u>. At all times the GSA is making use of the Temporary Construction Easement, Well Access Easement, or Well Easement areas, the GSA shall, or shall cause its contractors or agents to, maintain commercial general liability insurance naming Owner as an additional insured, that is issued by a financially responsible insurance company covering the activities of the GSA and GSA's agents, contractors, subcontractors and employees on or about the Temporary Construction Easement, Well Access Easement, or Well Easement, and that contains a per occurrence limit of at least \$1,000,000.00 and an aggregate limit of at least \$2,000,000.00.
- 11. <u>Indemnification</u>. GSA shall indemnify, defend, protect and hold Owner harmless from and against any and all claims, damages, liabilities, suits, actions, causes of action, demands, liens, losses, costs, fees, expenses (including, reasonable attorneys' fees and costs of suit incurred in connection with all such claims) (collectively, "Claims") incurred in connection with, or arising from use or operation of the Temporary Construction Easement, Well Access Easement, or Well Easement areas by Owner or its employees, agents or contractors, except to the extent such loss or damage is caused by the gross negligence or willful misconduct of Owner.
- 12. Mechanics' Liens. GSA shall keep the Property subject to the Temporary Construction Easement, Well Access Easement, or Well Easement free and clear of all mechanics', material suppliers' or similar liens in connection with any activities or facilities allowed by this Agreement. If any liens are filed against the Property in connection with the activities or facilities set forth in this Agreement, GSA shall diligently pursue all necessary actions to satisfy such liens and remove such liens from title.
- 13. <u>Notices</u>. All notices, demands and requests required or permitted hereunder shall be in writing and shall be served on the Owner at the following address:

To GSA: To Owner:

Santa Rosa Plain Groundwater Sustainability Agency c/o West Yost Associates 2235 Mercury Way, Suite 105 Santa Rosa, CA 95407 Sonoma County Agricultural Preservation and Open Space District

Attn: Andy Rogers, GSA Administrator Attn:

#### With a copy to:

Kronick Moskovitz Tiedemann & Girard 1331 Garden Highway Sacramento, CA 95833

Attn: Holly Roberson

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier, or (c) sent by personal delivery. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notices delivered by a party's legal counsel on behalf of such party shall be deemed delivered by such party.

- 14. Attorneys' Fees and Costs. Should any legal action or proceeding be brought by either party hereto in connection with the interpretation, performance or enforcement of this Agreement, the prevailing party shall be entitled, in addition to equitable relief or damages, or both, or other relief, to be reimbursed by the other party for all reasonable costs and expenses including, without limitation, attorneys' and experts' fees and costs.
- 15. <u>Governing Law and Venue</u>. This Agreement shall be interpreted, enforced, and governed by the laws of the State of California. Any legal action or proceedings to enforce or interpret this Agreement shall be brought in Sonoma County, California.
- 16. <u>Successors</u>. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and permitted assigns of the parties hereto. The covenants of Owner hereunder shall run with the land, and fee holders of the Property subject to the Easement granted herein, or portions thereof, shall be deemed to be Owner with respect to their fee interest.
- 17. <u>No Dedication</u>. The provisions of this Agreement are for the exclusive benefit of the parties and their successors and assigns, and shall not be deemed to confer any rights upon any person except such parties and their successors and assigns.
- 18. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the GSA and Owner pertaining to the subject matter contained herein, and supersedes any prior discussions, negotiations, and agreements, whether oral or written. Any amendment hereto, shall not be effective unless it is in writing and signed by both the GSA and Owner.
- 19. No Third-Party Beneficiary. No obligation of a party under this Agreement is enforceable by, or is for the benefit of, any other third-parties. The provisions of this Agreement are for the exclusive benefit of the parties hereto and their respective successors and assigns, and

- not for the benefit of any third-person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third-person.
- 20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Agreement in the Official Records of Sonoma County, California.
- 21. <u>Severability</u>. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement to be effective as of the Effective Date set forth above.

| OWNER:  | GSA:  |
|---|---|
| SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT | SANTA ROSA PLAIN GROUNDWATER<br>SUSTAINABILITY AGENCY |
| By:   | By:   |
| Name:   | Name:   |
| Title:  | _ Title:  |

# **ACKNOWLEDGEMENT**

| STATE OF CALIFORNIA  | )                     |   |   |
|--|-----------------------|---|---|
| STATE OF CALIFORNIA  COUNTY OF                                   | )                     |   |   |
| On   | e that he<br>eir sign | e/she/they executed nature(s) on the inst | the same in his/her/their authorized rument, the person(s), or the entity |
| I certify under PENALTY Of foregoing paragraph is true and corre |                       | JURY under the law                        | vs of the State of California that the                                    |
| WITNESS my hand and office                                       | cial sea              | al.                                       |   |
| NOTARY PUBLIC  |                       | -   | [SEAL]  |
| STATE OF CALIFORNIA  COUNTY OF                                   | ) )                   |   |   |
| On   | ed to r<br>y his/he   | me that he/she/they er/their signature(s) | executed the same in his/her/their on the instrument, the person(s), or   |
| I certify under PENALTY Of foregoing paragraph is true and corre |                       | JURY under the lav                        | vs of the State of California that the                                    |
| WITNESS my hand and offic  | cial sea              | al.                                       |   |
| NOTARY PUBLIC  |                       |   | [SEAL]  |

#### **EXHIBIT "A"**

# LEGAL DESCRIPTION SRPGSA TEMPORARY CONSTRUCTION EASEMENT

REAL PROPERTY LYING WITHIN THE UNINCORPORATED AREA OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED APRIL 13, 1998 AS DOCUMENT NO. 19980038068 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4" IRON PIPE, TAGGED "LS 3193" FROM WHICH ANOTHER FOUND 3/4" IRON PIPE, TAGGED "LS 3193" BEARS SOUTH 65°01'50" EAST A DISTANCE OF 850.12 FEET, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED MAY 26, 1989 IN BOOK 437 OF MAPS, PAGE 4, IN THE OFFICE OF THE SONOMA COUNTY RECORDER;

THENCE, ALONG SAID LINE SOUTH 65°01'50" EAST A DISTANCE OF 188.19 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID LINE SOUTH 65°01'50" EAST A DISTANCE OF 205.00 FEET;

THENCE, LEAVING SAID LINE SOUTH 24°58'10" WEST A DISTANCE OF 90.00 FEET;

THENCE, NORTH 65°01'50" WEST A DISTANCE OF 205.00 FEET;

THENCE, NORTH 24°58'10" EAST A DISTANCE OF 90.00 FEET, TO THE **POINT OF BEGINNING.** 

CONTAINING 18,450 SQUARE FEET.

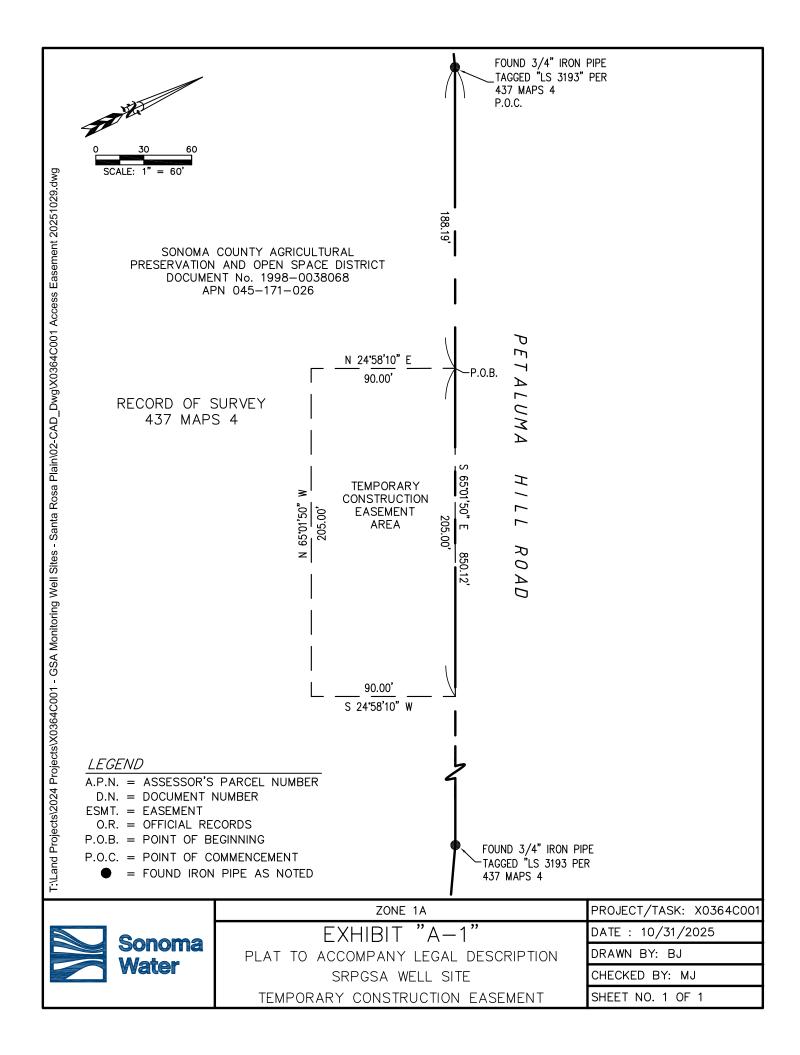
BEING A PORTION OF APN 045-171-026

BASIS OF BEARINGS: RECORD OF SURVEY FILED MAY 26, 1989 IN BOOK 437 OF MAPS, PAGE 4, IN THE OFFICE OF THE SONOMA COUNTY RECORDER.

BRUCE S. JOHNSON P.L.S. 7845

SUPLIFICATION OF CALIFORNIA OF CALIFORNIA LAND SUPPLIFICATION OF CALIFORNIA OF CALIFOR

11/12/2025 DATE:



## **EXHIBIT "B"**

### LEGAL DESCRIPTION SRPGSA WELL EASEMENT

REAL PROPERTY LYING WITHIN THE UNINCORPORATED AREA OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED APRIL 13, 1998 AS DOCUMENT NO. 19980038068 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4" IRON PIPE, TAGGED "LS 3193" FROM WHICH ANOTHER FOUND 3/4" IRON PIPE, TAGGED "LS 3193" BEARS SOUTH 65°01'50" EAST A DISTANCE OF 850.12 FEET, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED MAY 26, 1989 IN BOOK 437 OF MAPS, PAGE 4, IN THE OFFICE OF THE SONOMA COUNTY RECORDER;

THENCE, SOUTH 57°08'37" EAST A DISTANCE OF 314.83 FEET TO THE POINT OF BEGINNING;

THENCE, SOUTH 65°01'50" EAST A DISTANCE OF 5.00 FEET;

THENCE, SOUTH 24°58'10" WEST A DISTANCE OF 5.00 FEET;

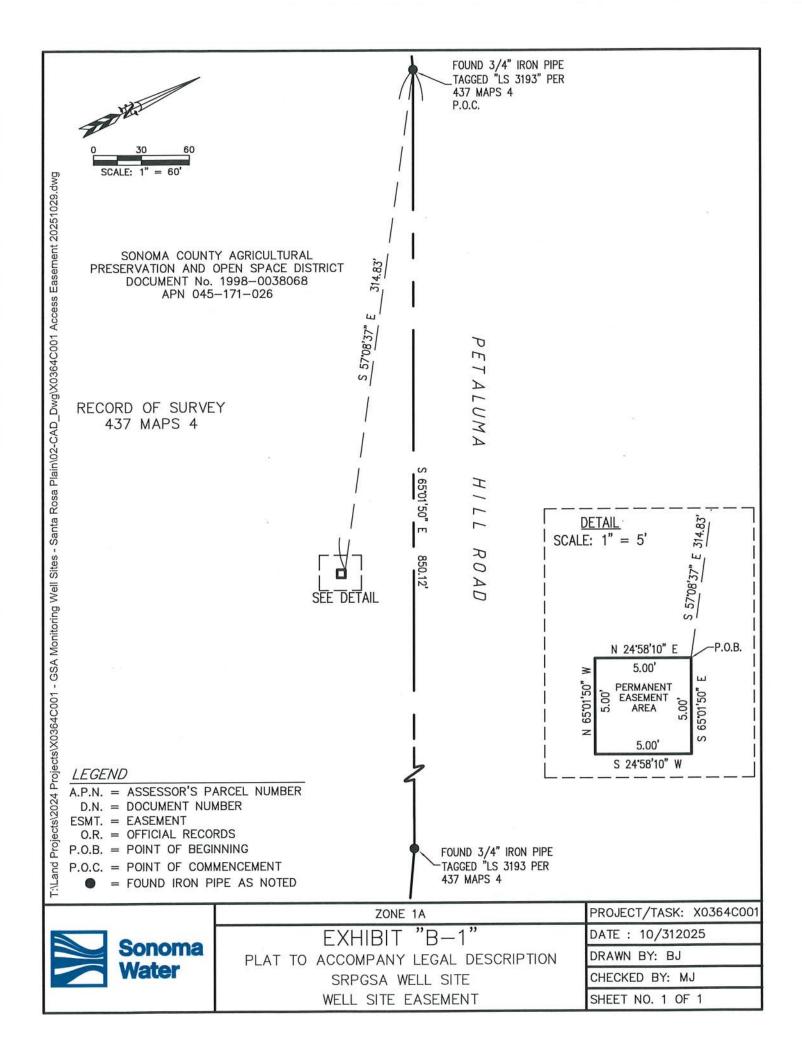
THENCE, NORTH 65°01'50" WEST A DISTANCE OF 5.00 FEET;

THENCE, NORTH 28°54'10" EAST A DISTANCE OF 5.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 25 SQUARE FEET.

BEING A PORTION OF APN 045-171-026

BASIS OF BEARINGS: RECORD OF SURVEY FILED MAY 26, 1989 IN BOOK 437 OF MAPS, PAGE 4, IN THE OFFICE OF THE SONOMA COUNTY RECORDER.



### **EXHIBIT "C"**

#### LEGAL DESCRIPTION SRPGSA WELL ACCESS EASEMENT

REAL PROPERTY LYING WITHIN THE UNINCORPORATED AREA OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED APRIL 13, 1998 AS DOCUMENT NO. 19980038068 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4" IRON PIPE, TAGGED "LS 3193" FROM WHICH ANOTHER FOUND 3/4" IRON PIPE, TAGGED "LS 3193" BEARS SOUTH 65°01'50" EAST A DISTANCE OF 850.12 FEET, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED MAY 26, 1989 IN BOOK 437 OF MAPS, PAGE 4, IN THE OFFICE OF THE SONOMA COUNTY RECORDER;

THENCE, ALONG SAID LINE SOUTH 65°01'50" EAST A DISTANCE OF 188.19 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID LINE SOUTH 65°01'50" EAST A DISTANCE OF 205.00 FEET;

THENCE, LEAVING SAID LINE SOUTH 24°58'10" WEST A DISTANCE OF 90.00 FEET;

THENCE, NORTH 65°01'50" WEST A DISTANCE OF 205.00 FEET;

THENCE, NORTH 24°58'10" EAST A DISTANCE OF 90.00 FEET, TO THE **POINT OF BEGINNING.** 

CONTAINING 18,450 SQUARE FEET.

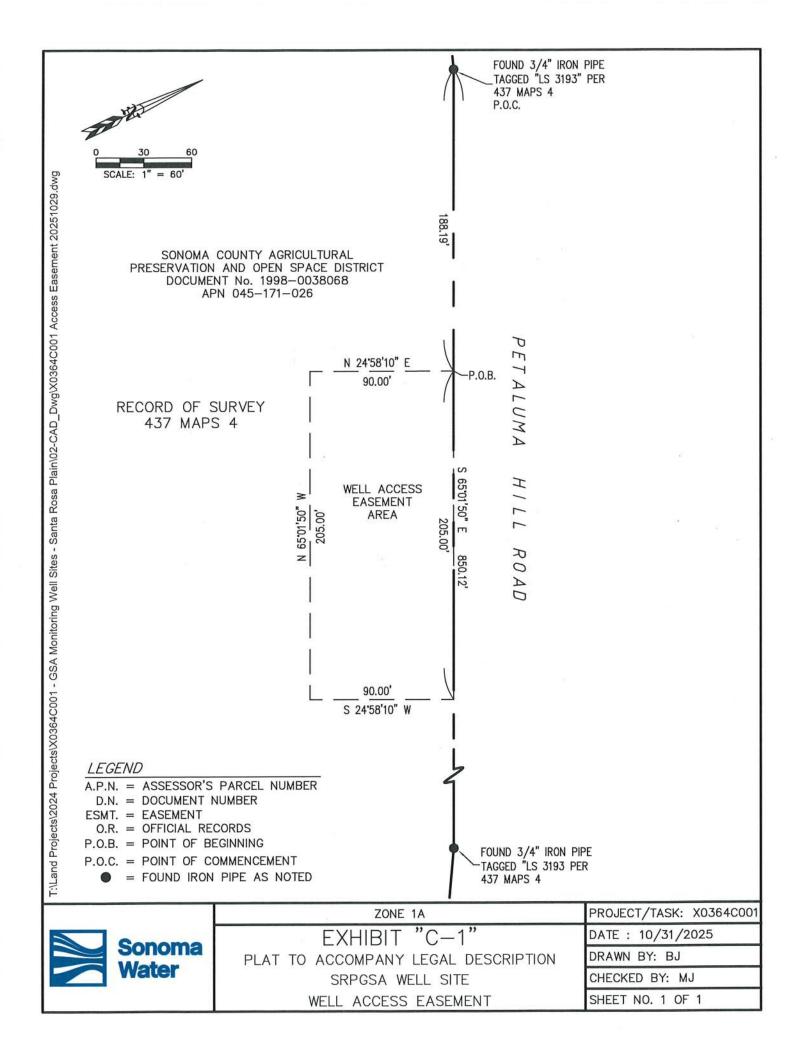
BEING A PORTION OF APN 045-171-026

BASIS OF BEARINGS: RECORD OF SURVEY FILED MAY 26, 1989 IN BOOK 437 OF MAPS, PAGE 4, IN THE OFFICE OF THE SONOMA COUNTY RECORDER.

BRUCE S. JOHNSON P.L.S. 7845

ONAL LAND SUPPLY OF CALIFORNIA TO THE OF CALIFORNIA

11 12 2025 DATE:



# **Certificate of Acceptance**

| This is to        | certify that the interest i                                     | in the real property conveyed by the Easement Agreement                    |  |  |  |
|-------------------|---|--|--|--|--|
| dated             | , 2025, by the Sonoma County Agricultural Preservation and Open |  |  |  |  |
| Space District, a | s Owner, is hereby acc  | epted by the undersigned Administrator on behalf of the                    |  |  |  |
| Santa Rosa Plain  | Groundwater Sustainab   | pility Agency (SRPGSA), pursuant to authority conferred                    |  |  |  |
|                   |   | the Board of Directors of the SRPGSA; and Grantee duly authorized officer. |  |  |  |
| Dated:            | , 2025  | Santa Rosa Plain Groundwater Sustainability Agency                         |  |  |  |
|                   |   | By:  |  |  |  |
|                   |   | Name: Andy Rogers Administrator  |  |  |  |