

**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**

APN(s): XXX-XXX-XXX; County of Sonoma

**WATER UTILITIES EASEMENT AGREEMENT
(NEW SANTA ROSA COURTHOUSE PROJECT)**

This WATER UTILITIES EASEMENT AGREEMENT (“**Easement Agreement**”) is entered into as of _____, 20____, by and between the COUNTY OF SONOMA (“**Grantor**” or “**County**”) and the STATE OF CALIFORNIA (“**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. Grantee, acting by and through the Judicial Council of California (“**Judicial Council**”), is owner of record of that certain real property located at 2685 Ventura Avenue, in the City of Santa Rosa, County of Sonoma, State of California, which was formerly referred to as the Old Jail, as more particularly described in **Exhibit “A-1”** attached hereto and incorporated herein (“**Judicial Council Old Jail Property**”).

B. Grantee, acting by and through the Judicial Council, is also owner of record of that certain real property located at 2688 Ventura Avenue, in the City of Santa Rosa, County of Sonoma, State of California, which was formerly referred to as the Fleet Building, as more particularly described in **Exhibit “A-2”** attached hereto and incorporated herein (“**Judicial Council Fleet Building Property**”).

C. The Judicial Council Old Jail Property and the Judicial Council Fleet Building Property are referred to herein collectively as the “**Benefited Property**” or the “**Judicial Council Property**” and are located within and surrounded by the Grantor’s County Administration Campus.

D. The Judicial Council intends to construct on the Judicial Council Property the New Santa Rosa Courthouse Project (Court Facility No. 49-H1) (**“Courthouse Project”**) for occupancy and use by the Superior Court of California, County of Sonoma (**“Court”**).

E. The Judicial Council intends to finance the construction of the Courthouse Project through issuance of State Public Works Board (**“SPWB”**) lease revenue bonds (**“Bonds”**), which will in part be secured by site and facility leases between the Judicial Council and SPWB pertaining to the Judicial Council Property and the Courthouse Project, respectively (the **“Bond Documents”**). As a condition to issuing the Bonds, SPWB will require, among other things, that the Judicial Council and SPWB’s quiet enjoyment and beneficial use of the Judicial Council Property and the Courthouse Project, respectively, not be materially impaired at any time during the term of the Bond Documents.

F. Grantor is the owner of certain real properties located near and adjacent to the Courthouse Project, including but not limited to the property located at 600 Administration Drive in the City of Santa Rosa, County of Sonoma, State of California, within the campus commonly known as the Sonoma County Administration Center (**“County Property”**). Grantee seeks easement rights over a portion of the County Property comprised of a section of Ventura Avenue near the intersection with Paulin Drive, as more particularly described in **Exhibit “B”** attached hereto and incorporated herein (collectively, the **“Burdened Property”**).

G. Grantee requires a perpetual, non-exclusive easement and related rights for water utilities and all equipment (e.g., wires, lines, conduits, and other related equipment) necessary and appurtenant thereto (collectively, the **“Utilities”**) in, over, across, under, and through those portions of the Burdened Property, as preliminarily depicted in **Exhibit “C-1”** attached hereto and incorporated herein, which is referred to as the **“Easement Area”** and is subject to the County’s final approval, allowing Grantee to design, construct, place, access, use, maintain, repair, and operate said Utilities for the Courthouse Project.

H. Grantor is willing to grant to Grantee the Easement (defined below) on the terms and conditions set forth herein. Grantee acknowledges that the Utilities within the Easement may need to be relocated, on terms and conditions as set forth below. As part of this Easement Agreement, Grantee agrees to reasonably cooperate with Grantor in relocating the Easement and Utilities located therein.

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 perpetual, non-exclusive easement in, over, across, under, and through the Easement Area preliminarily depicted in **Exhibit “C-1”** for the purpose of allowing Grantee, at Grantee’s sole cost and expense, to design, develop, construct, place, access, use, maintain, repair, replace, administer, manage, and operate the Utilities situated in, on, under, across, and through the Burdened Property and serving the Courthouse Project, in accordance with the Utilities Plans, as defined below, which are subject to reasonable approval by Grantor under the terms of this Easement Agreement (collectively, the **“Easement”**).

1.2. Grantor hereby further grants to Grantee and its contractors, subcontractors, utility service providers, 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, unless amended or modified by subsequent written agreement.

1.4. Grantee acknowledges that the Easement Area may be used by others including Grantor, Grantee, 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. Grantor expressly reserves the right to use, and to grant to third parties the right to use, the Easement Area for any purpose which does not interfere with the uses granted to Grantee under this Easement.

1.5. Grantee further acknowledges that the Easement Area, or certain portions thereof, contain already-existing utility facilities and other equipment appurtenant thereto installed, maintained, repaired, managed, and operated by Grantor, at Grantor’s expense, which may serve, without limitation, the Burdened Property, the Benefited Property, and/or the County Property (**“County Utility Facilities”**). Grantee has represented that the Utilities, which Grantee intends to install under the rights granted by this Easement Agreement, will not connect to or tie into the County Utility Facilities, and Grantor has relied on this representation for purposes of entering into this Easement

Agreement. In the event Grantee seeks to use County Utility Facilities, a separate written agreement setting forth the terms and conditions of such use shall be required.

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

1.7. Upon completion of the Courthouse Project or such other time(s) as may be appropriate and reasonable, the Parties may amend the Exhibits hereto upon mutual written agreement to conform to the final conditions, locations, and any other material aspect of the Utilities, the Easement Area, or the Easement. Any such amendment to this Easement shall be given effect upon the Parties' execution thereof and its subsequent recording in the Official Records of Sonoma County.

2. Final Legal Description & Recordation of Easement.

2.1. *Preliminary Depiction.* The Parties acknowledge that the Easement Area is a preliminary depiction to the best of Grantee's information and knowledge as of the date of this Easement Agreement's execution, and that the exact metes and bounds of the Easement Area will not be fully known or able to be produced until after Grantee's full performance and completion of construction of the Utilities. Any material modifications to the preliminary depiction shall be subject to the Grantor's review and written consent prior to commencing construction, which shall not be unreasonably withheld, conditioned, or delayed.

2.2. *Final Legal Description and Plat.* The Parties accordingly agree that, as soon as practicable but in no event later than ninety (90) days after Grantee's completion of construction of the Utilities in accordance with the terms of this Easement Agreement, Grantee shall submit to Grantor the final legal description and plat of the Easement Area ("**Final Legal Description**"), which shall be in substantial conformance with the preliminary depiction set forth herein, for Grantor's written consent thereto which shall not be unreasonably withheld, conditioned, or delayed. The Parties shall not record this Easement Agreement in the Official Records of Sonoma County prior to the Parties' agreement on the Final Legal Description.

2.3. *Recordation.* Upon Grantor's consent to the Final Legal Description, the Final Legal Description shall be deemed incorporated and inserted into this Easement Agreement as **Exhibit "C-2,"** attached hereto, without the need for any subsequent amendment or written modification to this Easement Agreement. Grantee shall then promptly take all steps and actions necessary to effectuate the recording of this Easement Agreement with the Final Legal Description in the Official Records of Sonoma County.

3. Construction and Maintenance of the Utilities.

3.1. *Plans.* Grantee will cause the construction of the Utilities to be performed in substantial conformance with the preliminary plans and specifications attached hereto as **Exhibit “D” (“Utilities Plans”)**; provided, however, any material modifications shall be subject to the Grantor’s review and written consent, which shall not be unreasonably withheld, conditioned, or delayed. At all times prior to and during construction of the Utilities, Grantee shall perform all applicable industry-standard and appropriate due diligence including, but not limited to, identifying any existing utilities through underground service agreements, surveying, or potholing.

3.2. *Performance.* Grantee shall exercise reasonable precautions to avoid damage to the Burdened Property including the County Utility Facilities and to protect persons and property. Grantee warrants and represents that the construction of the Utilities 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, inclusive of all applicable local building and fire codes. Grantee warrants and represents that the Utilities 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.

3.3. *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, improvements, upgrades, or materials necessary to perform the construction of the Utilities or to repair any damages as a result of Grantee’s construction, maintenance, or use of the Utilities.

3.4. *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 Utilities including, without limitation, the County (in its regulatory capacity, as the local permitting agency), 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 Utilities located within the Burdened Property and for occupancy and use of the Utilities upon 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; provided, however, that this obligation shall not affect County’s exercise of its regulatory authority to grant, deny, or impose conditions, or regulate with respect to any Approvals. Following the completion of the construction of the Utilities, Grantee will continue to ensure that all necessary Approvals from any Authorities Having Jurisdiction are obtained and maintained as applicable.

3.5. *Minimization of Interference.* Grantee agrees to use all commercially reasonable efforts: to limit as much interference and disruption as possible to the operations and facilities of the Burdened Property; to not create an undue safety risk at the Burdened Property; and to neither obstruct nor allow any of its contractors to obstruct reasonable access to the Burdened Property, except as expressly permitted in writing by Grantor or by the terms of this Easement Agreement. To the extent possible, Grantee shall cause the construction of the Utilities and all use of the Easement Area to be performed in the manner most likely to reasonably minimize injury, damage, loss, and negative impacts to the Burdened Property and County Property.

3.6. *Construction Schedule.* Prior to Grantee's commencement of the Utilities' construction, Grantee shall provide the Utilities Plans and Utilities construction schedule to Grantor for Grantor's review. Grantor shall provide written notice to Grantee of all comments and reasonable objections to the Utilities Plans and Utilities construction schedule in sufficient detail within seven (7) business days of its receipt thereof; upon Grantee's timely receipt of said notice, the Parties' shall immediately meet and confer to address in good faith Grantor's comments to the Utilities Plans and Utilities construction schedule after which Grantee may implement and proceed with the Utilities Plans and Utilities construction schedule as may be subsequently modified as a result of said meet and confer process.

3.7. *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 twenty (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.

3.8. *Repairs; Damage.*

3.8.1. In the exercise of any rights granted herein or in the performance of any construction, maintenance, or repair activities for the Utilities in the Easement Area, Grantee shall make all reasonable efforts to avoid damage to the Easement Area, the Burdened Property, and the County Utility Facilities including exploring and giving priority to any reasonable alternatives that avoids injuring or causing damage

thereto. Grantor acknowledges that construction of the Utilities may entail open-air excavation of the Easement Area.

3.8.2. In the event the Easement Area, expressly including the County Utility Facilities, the Burdened Property, or any other County Property is injured or damaged by, without limitation, the excavation or construction of the Utilities or any other construction, maintenance, or repair activity for or related to the Utilities, 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 or any other County Property to a condition substantially equal to that immediately preceding the injury 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 good faith in the conducting of any such repairs to the Burdened Property or any other County Property as required herein.

3.9. *Maintenance of the Utilities.*

3.9.1. Grantee shall be responsible, at its sole cost and expense, for the maintenance, upkeep, repair, and replacement of the Utilities, or any portion thereof, within the Easement Area, the Burdened Property, or County Property attributable to the Grantee's use of the Easement Area, 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.

3.9.2. Notwithstanding the foregoing, Grantee shall not be responsible for any such maintenance, upkeep, repair, or replacement of the Utilities to the extent caused by the negligence or willful misconduct of Grantor or its employees, contractors, agents, tenants, or licensees. Unless caused by Grantee's negligence or willful misconduct, or the negligence or willful misconduct of Grantee's employees, contractors, subcontractors, agents, tenants, or licensees, the Parties acknowledge that Grantee shall also have no responsibility or obligation for any maintenance, upkeep, repair, and replacement of any other equipment and facilities located in, on, under, or near the Easement Area which are not under the control of Grantee, its employees, contractors, subcontractors, agents, tenants, or licensees; provided, however, this provision shall not affect Grantee's responsibility for maintenance, upkeep, repair or replacement of the Utilities that are solely for the use and benefit of Grantee or the Courthouse Project.

3.9.3. Prior to commencing any such maintenance or repair work for the Utilities, Grantee shall provide Grantor with seven (7) business days' prior written notice; provided, however, in the event of an emergency affecting the safety of life, the Utilities, the Burdened Property, or the Benefited Property, Grantee, without needing to first obtain any special instruction or authorization from Grantor, is permitted to act in its

reasonable discretion to prevent such threatened loss or injury, and shall exercise best efforts to notify Grantor in writing of the situation as soon as practical prior to undertaking any maintenance or repair and, if advance notice is not reasonably practical, Grantee must provide notice to Grantor within twenty-four (24) hours of the emergency or as soon thereafter as practicable.

3.9.4. In the event Grantee fails to promptly perform any aspect of its maintenance and repair obligations set forth herein, Grantor shall have the right, but not the obligation, to perform any necessary maintenance or repairs for the Utilities, the Easement Area or County Property damaged by Grantee's use of the Easement Area, and Grantee shall reimburse Grantor for all reasonable incurred costs within sixty (60) days of receipt of an invoice from Grantor therefor with supporting documentation reasonably satisfactory to Grantee.

3.10. *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 and Burdened Property are at all times kept in a safe and orderly condition during and after said use by Grantee, and that the Easement Area and Burdened Property are left in a reasonably clean condition, excepting all ordinary and reasonable materials and conditions associated with and during the construction, maintenance, and repair of the Utilities. Upon completion of any construction or maintenance work in the Easement Area or Burdened Property, Grantee shall remove all debris thereof from the Burdened Property.

3.11. *Quiet Enjoyment.*

3.11.1. In connection with Grantee's design, development, construction, maintenance, repair, administration, management, and operation of the Utilities and/or Grantee's access to and use of the Easement Area provided hereunder, other than for those activities and work that are or may be noticed, approved, or otherwise allowed pursuant to any of the provisions of this Easement Agreement, Grantee shall not conduct any activity that materially impairs Grantor's quiet enjoyment and beneficial use of the Burdened Property.

3.11.2. In connection with Grantor's use, occupancy, maintenance, repair, administration, management, and operation of the Burdened Property, Grantor shall not conduct any activity that materially impairs Grantee's quiet enjoyment and beneficial use of the Utilities, the Easement Area, or the privileges granted herein. Grantor shall retain the right to access, maintain, or repair the Benefited Property or Easement Area with reasonable advance notice; provided, however, in the event of an emergency when advance notice is not required, Grantor shall provide notice as soon thereafter as practicable. In the event the Utilities or the Easement Area are damaged by any Grantor construction, maintenance, repair, or use of the Burdened Property, and the construction, maintenance, repair or use is not a result of an act or omission of Grantee, 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 Utilities and the Easement Area, as applicable, to a condition substantially equal to that preceding the damage. All such corrective work shall be performed in accordance with the terms of this Easement Agreement as if Grantee were performing said work, with applicable law, and to the reasonable satisfaction of Grantee. The Parties shall cooperate with each other in good faith in the conducting any such repairs to the Utilities or the Easement Area.

3.12. *Other Utility Agreements.* In furtherance of the rights granted hereunder this Easement Agreement, the Parties further agree to cooperate in good faith to grant and convey to the other Party and/or any applicable utility-service provider those certain easements reasonably necessary for the Utilities contemplated by this Agreement over, under, across, and through the Burdened Property, Benefited Property, and County Property, as applicable, to access, construct, use, and maintain the Utilities required for the Courthouse Project.

3.13. *Completion of Construction; Final Approval.* In order to be considered complete, within ninety (90) days of Grantee's completion of construction of the Utilities, Grantee shall provide Grantor an opportunity to review final As-Built plans and specifications for the Utilities ("**Final Plans**"), which shall be subject to Grantor's written approval for conformance with the construction of the Utilities; 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 this Easement Agreement by this reference. Additionally, Grantee must also provide written proof to Grantor within ninety (90) days of Grantee's completion of construction of the Utilities that Grantee has obtained all required Approvals from Authorities Having Jurisdiction.

4. Cooperation with Future Improvements and Modifications.

4.1. *Prospective County Redevelopment.* The Parties expressly acknowledge that Grantor may at some point in the future desire and plan to modify, improve, or redevelop those parcels of real property owned by Grantor in the County Administration Center in which the Easement Area, the County Utility Facilities, and the Burdened Property are located ("**Prospective County Redevelopment**").

4.2. *Utilities Modification-Relocation.* Grantor shall have the right to request reasonable improvements, modifications, or relocation of the Utilities and Easement Area ("**Utilities Modification-Relocation**"). In such case, within sixty (60) days of Grantee's receipt of a written request from Grantor with reasonably sufficient detail of the proposed Prospective County Redevelopment and Utilities Modification-Relocation required therefor, the Parties shall meet and confer, in good faith, regarding any Utilities Modification-Relocation that Grantor may desire to have considered. The Parties acknowledge and agree that Grantee's consent to any such Utilities Modification-

Relocation shall be subject to the review of any applicable governing body or committee of Grantee in Grantee's discretion, the availability of sufficient funding if the proposed Utilities Modification-Relocation will at all be at Grantee's cost, and the final approval by Judicial Council which may be reasonably withheld or conditioned, but not delayed. The Parties acknowledge that certain emergency situations may occur that require the immediate response to protect life and property where temporary utility relocation is necessary.

4.3. *Subsequent Agreement.* Any Utilities Modification-Relocation agreed upon by the Parties shall be memorialized in a written agreement. Said agreement for any Utilities Modification-Relocation shall address, without limitation, the timeframes for the commencement and completion of the Utilities Modification-Relocation, each Parties' allocation of respective financial responsibilities and construction duties for the Utilities Modification-Relocation, the recording of any revised or new easement(s) that may be subsequently required and appropriate for Grantee's continued uninterrupted use of the Utilities for the Courthouse Project, the termination of this Easement Agreement if and as applicable, and any other terms and conditions deemed helpful and necessary by the Parties.

5. Term, Amendment, and Termination of Easement Agreement.

5.1. This Easement Agreement shall be effective upon its full execution by the Parties and, subject to and without limiting any other provision of this Easement Agreement, shall be permanent unless otherwise mutually terminated by the Parties as provided herein.

5.2. This Easement Agreement may be modified or amended only by written agreement mutually agreed to and signed by the Parties hereto.

5.3. In the event that the Parties mutually agree to terminate this Easement Agreement, the Parties agree (i) 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, and (ii) to take all other actions with respect to the Utilities and the Easement Area agreed to by the Parties as a result and part of said termination.

6. Mutual Indemnification and Hold Harmless.

6.1. 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 the Easement Area and/or in connection with the performance of the terms 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.

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

7. Insurance. Prior to any construction contractors of Grantee conducting any 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.

7.1. *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 an owner-controlled insurance program (OCIP) or a program of self-insurance with the purpose of insuring the cost of claims and insurance costs.

7.2. *Certificates of Insurance*. The commercial liability insurance shall be endorsed to include as additional insureds the Grantor and its elected and appointed officials, officers, directors, departments, employees, agents, volunteers, successors, representatives, and assigns.

7.3. *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 then-applicable work within the Easement Area, the Grantee Contractor shall immediately renew or replace the required insurance in compliance herewith.

7.4. *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 Grantor and its elected and appointed officials, officers, directors, departments, employees, agents, volunteers, successors, representatives, and assigns for direct physical loss or damage to the Utilities, Easement Area, Burdened Property, and/or

Benefited Property or for any liability arising out of the rights granted hereunder this Easement Agreement.

7.5. *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, Grantee, and Grantor.

7.6. *Insurance Requirements.* Prior to commencement of any work within the Easement Area, except as otherwise accepted by Grantor, the Grantee Contractor shall procure and maintain at a minimum the following insurance coverage:

7.6.1. *Commercial General Liability.* Commercial general liability insurance for all of its operations written on an occurrence form with limits of not less than \$2,000,000 per occurrence and a \$4,000,000 annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of bodily injury, property damage, personal and advertising injury, products and completed operations, and liability assumed under 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.

7.6.2. *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 \$1,000,000 per accident.

7.6.3. *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.

7.6.4. *Contractors Pollution Liability Insurance.* Contractors pollution liability insurance written on an occurrence form with limits of liability not less than \$2,000,000 per occurrence and \$4,000,000 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.

8. Notices. Any notices required or permitted to be given under the terms of this Easement Agreement must be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party.

8.1. *County's Address for Notices.*

County of Sonoma
General Services Department
Attention: Caroline Judy, Director
2300 County Center Drive, Suite A200
Santa Rosa, CA 95403
Voice: 707-565-8058
E-mail: caroline.judy@sonoma-county.org

With a copy to: County of Sonoma
General Services Department
Attention: Real Estate Division Manager
2300 County Center Drive, A100
Santa Rosa, CA 95403

8.2. *Judicial Council's Address for Notices.*

Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks Drive, 4th Floor
Sacramento, CA 95833
Voice: 916-263-7999

With a copy to: Judicial Council of California
Facilities Services
Attention: Director
2860 Gateway Oaks Drive, 4th Floor
Sacramento, CA 95833
Voice: 916-643-7024

In addition, all notices by the County relating to termination of this Easement Agreement or an alleged breach or default by the Judicial Council or Court of this Easement Agreement must also be sent to:

Judicial Council of California
Branch Accounting & Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue
San Francisco, CA 94102
Voice: 415-865-7989

9. Binding Effect. Unless terminated or modified 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.

10. 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. The County and Judicial Council agree that this Easement Agreement has been entered into in Sonoma County, California, and that any legal action related to the interpretation or performance of the Easement Agreement shall be filed in the Superior Court for the State of California in the County of Sonoma, and the Parties hereby agree to waive all provisions of law providing for a change of venue in such proceedings to any other venue.

11. Severability. If any term, provision, covenant, or restriction in this Easement Agreement is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants, and restrictions of this Easement Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of the Grantor and Grantee that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this Easement Agreement without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

12. 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.

13. 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 specifically with respect to the subject matter described herein.

14. Independent Contractors. The relationship of the Parties to each other hereunder will be that of independent contractors, and nothing herein shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between or among any of the Grantor Parties and the Grantee Parties.

15. 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.

16. 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. Grantor and Grantee each certifies that it is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Easement Agreement, and each further certifies that the individual signing this Easement Agreement on its behalf has been duly authorized to execute this Easement Agreement on behalf of the Party and may legally bind the Party to the terms and conditions of this Easement Agreement.

17. 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(S)]

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

“GRANTEE”

**STATE OF CALIFORNIA
JUDICIAL COUNCIL OF CALIFORNIA**

By: _____
Name: Martin Hoshino
Title: Administrative Director
Date: _____

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

By: _____
Name: Charles R. Martel
Title: Supervising Attorney
Date: _____

“GRANTOR”

COUNTY OF SONOMA

By: _____
Name: Caroline Judy
Title: Director of General Services
Date: _____

APPROVED AS TO FORM:
Sonoma County Counsel

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

EXHIBIT "A-1"

LEGAL DESCRIPTION OF BENEFITED PROPERTY

JUDICIAL COUNCIL OLD JAIL PROPERTY

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 266.20 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

K:\Eng\09099118-1708-Survey\K-Plats_and_Legal_Descriptions\Criminal Court Parcel Exhibit A.doc
8/17/11

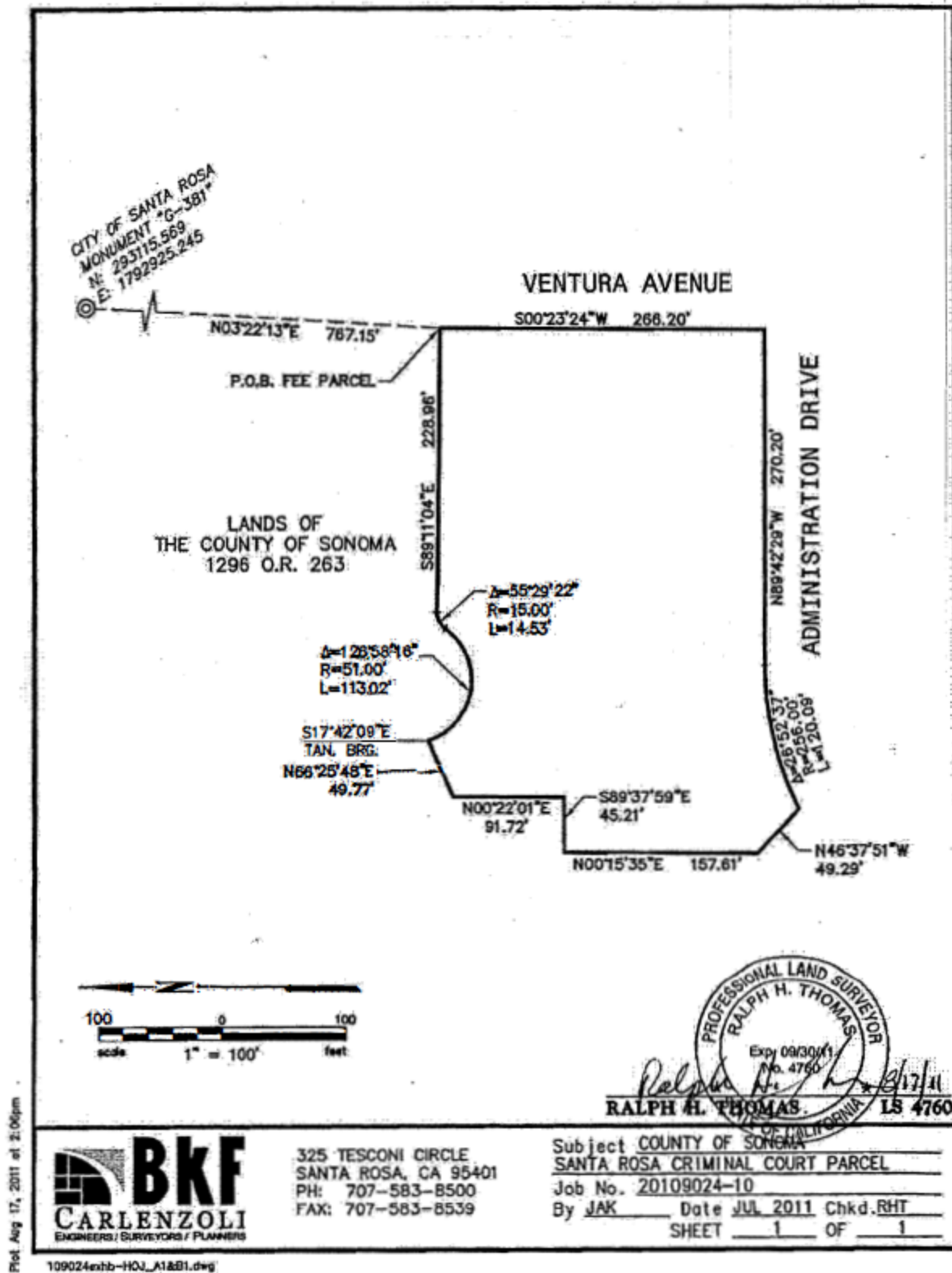


EXHIBIT "A-2"

LEGAL DESCRIPTION OF BENEFITED PROPERTY

JUDICIAL COUNCIL FLEET BUILDING PROPERTY

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 those Grant Deeds recorded in Book 1296, at Page 263, Book 1882, at Page 214 and Book 2083 at Page 514, 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 02°58'22" West 727.94 feet; thence, from said **POINT OF BEGINNING**, along a non tangent curve to the left, from a tangent that bears, North 89°41'02" East, with a radius of 110.50 feet, through a central angle of 24°59'49", for a distance of 48.21 feet; thence, along a compound curve to the left, with a radius of 69.00 feet, through a central angle of 25°55'02", for a distance of 31.21 feet; thence, along a reverse curve, with a radius of 65.50 feet, through a central angle of 51°48'32", for a distance of 59.23 feet; thence, South 89°25'18" East, for a distance of 171.58 feet; thence, along a curve to the left, with a radius of 30.00 feet, through a central angle of 32°26'32", for a distance of 16.99 feet; thence, along a reverse curve, with a radius of 20.00 feet, through a central angle of 32°26'32", for a distance of 11.32 feet; thence, South 89°25'18" East, for a distance of 148.48 feet; thence, South 00°17'33" West, for a distance of 203.22 feet; thence, North 89°24'28" West, for a distance of 328.20 feet; thence, South 00°34'38" West, for a distance of 317.66 feet; thence, North 89°25'27" West, for a distance of 140.18 feet; thence, North 00°22'23" East, for a distance of 457.51 feet to the **POINT OF BEGINNING**.

Containing 133,987 square feet (3.08 acres), more or less.

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

Reserving therefrom a portion of said parcel to be reserved for access to and maintenance of existing utility facilities over a parcel of land more particularly described as follows:

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 02°25'46" West 868.86 feet; thence, from said **POINT OF BEGINNING**, South 89°56'26" East, for a distance of 141.31 feet to a point on the boundary of the hereinabove described Fee Parcel No. 2; thence, along said boundary, the following courses: South 00°34'38" West, for a distance of 317.66 feet; thence, North 89°25'27" West, for a distance of 140.18 feet; thence, North 00°22'23" East, for a distance of 27.66 feet; thence, leaving said boundary of Fee Parcel No. 2, North 87°20'42" East, for a distance of 86.98 feet; thence, North 00°34'38" East, for a distance of 17.71 feet; thence, North 89°25'22" West, for a distance of 86.92 feet to the boundary of said Fee Parcel No. 2; thence, along said boundary, North 00°22'23" East, for a distance of 15.00 feet; thence, leaving said boundary, South 89°25'22" East, for a distance of 86.98 feet; thence, North 00°34'38" East, for a distance of 84.31 feet; thence, South 89°23'31" West, for a distance of 87.29 feet to the boundary of said Fee Parcel No. 2; thence, along said boundary, North 00°22'23" East, for a distance of 20.00 feet; thence, leaving said boundary, North 89°23'31" East, for a distance of 130.80 feet; thence, North 00°34'38" East, for a distance of 112.09 feet; thence, North 89°56'26" West, for a distance of 99.65 feet; thence, South 00°03'34" West, for a distance of 15.06 feet; thence, North 89°56'26" West, for a distance of 31.62 feet to the boundary of said Fee Parcel No. 2; thence, along said boundary, North 00°22'23" East, for a distance of 50.06 feet to the **POINT OF BEGINNING**.

Excepting therefrom, a portion of the herein above described reserved parcel, the following described parcel of land:

Commencing at the southeast corner of the parcel hereinabove designated as Fee Parcel No. 2; thence from said Point of Commencement, North 15°21'51" West, for a distance of 36.41 feet to the Point of Beginning of the exception parcel to be herein described; thence, from said **POINT OF BEGINNING**, South 87°20'42" West, for a distance of 28.48 feet; thence, North 00°34'38" East, for a distance of 16.86 feet; thence, South 89°25'22" East, for a distance of 28.43 feet; thence, South 00°34'38" West, for a distance of 15.25 feet to the **POINT OF BEGINNING**.

Also Excepting therefrom, a portion of the herein above described reserved parcel, the following described parcel of land:

Commencing at the southeast corner of the parcel hereinabove designated as Fee Parcel No. 2; thence from said Point of Commencement, North 08°08'04" West, for a distance of 66.02 feet to the Point of Beginning of the exception parcel to be herein described; thence, from said **POINT OF BEGINNING**, North 89°25'22" West, for a distance of 28.43 feet; thence, North 00°34'38" East, for a distance of 84.62 feet; thence, North 89°23'31" East, for a distance of 28.44 feet; thence, South 00°34'38" West, for a distance of 85.21 feet to the **POINT OF BEGINNING**.

Containing 18,423 square feet (0.42 acres), more or less.

Also Reserving therefrom, a portion of said parcel to be reserved for access to and maintenance of existing utility facilities over a parcel of land more particularly described as follows:

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 1882, at Page 214, and Book 2096, at Page 514, Official Records of the County of Sonoma and being more particularly described as follows:

Beginning at the northeast corner of the parcel hereinabove designated as Fee Parcel No. 2; thence, from said **POINT OF BEGINNING**, South 00°17'33" West, for a distance of 20.00 feet; thence, North 89°25'18" West, for a distance of 115.00 feet; thence, South 03°12'51" West, for a distance of 183.38 feet to a point on the boundary of the hereinabove described Fee Parcel No. 2; thence, along said boundary, North 89°24'28" West, for a distance of 15.02 feet; thence, leaving said boundary, North 03°12'51" East, for a distance of 183.38 feet; thence, North 89°25'18" West, for a distance of 255.04 feet to a point on said boundary of Fee Parcel No. 2; thence, along said boundary, on a non tangent curve to the right, from a tangent that bears, North 55°02'47" East, with a radius of 65.50 feet, through a central angle of 35°31'55", for a distance of 40.62 feet; thence, South 89°25'18" East, for a distance of 171.58 feet; thence, along a curve to the left, with a radius of 30.00 feet, through a central angle of 32°26'32", for a distance of 16.99 feet; thence, along a reverse curve, with a radius of 20.00 feet, through a central angle of 32°26'32", for a distance of 11.32 feet; thence, South 89°25'18" East, for a distance of 148.48 feet to the **POINT OF BEGINNING**.

Containing 8,554 square feet (0.20 acres), more or less

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.

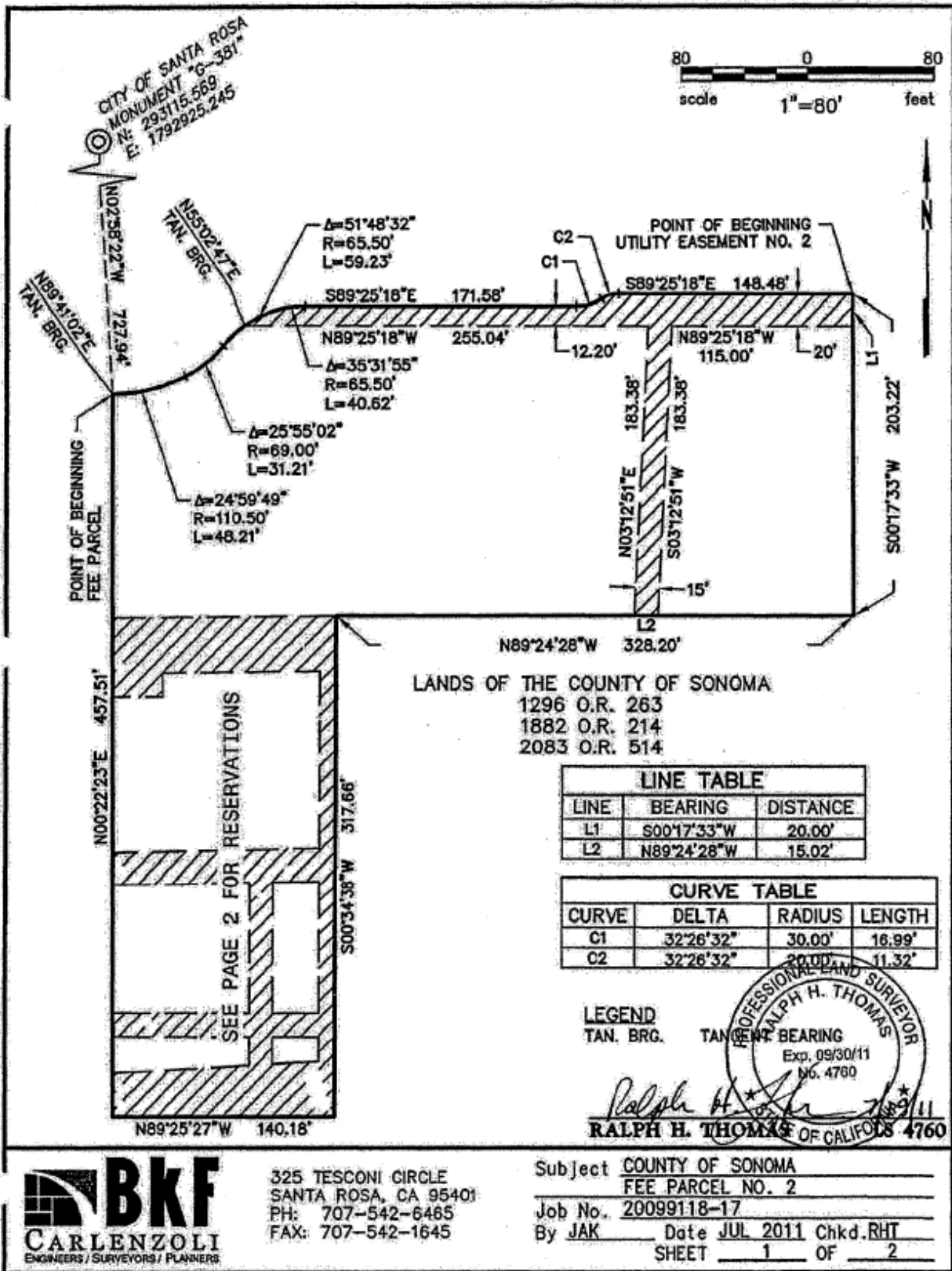


EXHIBIT “B”

LEGAL DESCRIPTION OF BURDENED PROPERTY

COUNTY PROPERTY

***DESCRIPTION OF ADJACENT
COUNTY PROPERTY NEEDED HERE***

EXHIBIT “C-1”

**PRELIMINARY DEPICTION OF
EASEMENT AREA**

[See following page(s).]

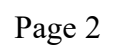


EXHIBIT “C-2”

**FINAL LEGAL DESCRIPTION AND PLAT OF
EASEMENT AREA**

Per section 2 (Final Legal Description & Recordation of Easement) of this Easement Agreement, the Final Legal Description for the Easement Area will be deemed incorporated and inserted into this Exhibit “C-2” upon completion of construction of the Utilities and Grantor’s consent thereto, which shall be prior to the recording of this Easement Agreement in the Official Records of Sonoma County.

[See following pages.]

EXHIBIT “D”

UTILITIES PLANS

[See following pages.]



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

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)

CERTIFICATE OF ACCEPTANCE

Agency: Judicial Council of California
Project: New Santa Rosa Courthouse
DGS Parcels: 10622 & 10627
APN: XXX-XXX-XXX

This is to certify that, pursuant to sections 15853, 27281, and 70301 et seq. of the California Government Code, the interest in real property conveyed by the Utilities Easement Agreement (New Santa Rosa Courthouse Project), dated _____, from the COUNTY OF SONOMA to the STATE OF CALIFORNIA is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to the approval action by said Board and duly adopted on _____. The Grantee consents to the recordation thereof by its duly authorized officer.

Accepted

STATE OF CALIFORNIA
STATE PUBLIC WORKS BOARD

By: _____
Name: Koreen H. van Ravenhorst
Title: Deputy Director

Date: _____

Consent

JUDICIAL COUNCIL OF CALIFORNIA

By: _____
Name: Martin Hoshino
Title: Administrative Director

Date: _____

Approved as to form:
JUDICIAL COUNCIL OF CALIFORNIA,
LEGAL SERVICES

By: _____
Name: Charles R. Martel
Title: Supervising Attorney, Real Estate Unit

Date: _____