

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY CONTRACT - STATE HIGHWAY

RW 08-03 (REV 04/2021)

| | | | | |
|-----------------------------|-----------|----------|--------------|--------------------|
| DIST 04 | CO SON | RTE 1 | POST 37.2 | EXP AUTH 1K7309 |
| Santa Rosa, California | | | DATE | |
| GRANTOR County of Sonoma | | | | |

Document No. 64108 in the form of an Easement Deed, covering the property particularly described in the above instrument has been executed and delivered to LAM NGUYEN, Right of Way Agent for the State of California.

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 State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No. 64108 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.

Both Grantor(s) 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.

- (C) 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. Parts 21 and 28 C.F.R. Section 50.3.
- (D) Further, 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. The State shall:

- (A) Pay the undersigned grantor(s) the sum of \$500.00, for the property or interest conveyed by above document(s) when title to said property vests in the State subject to all liens, encumbrances, easements and leases (recorded and/or unrecorded) and taxes.

- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax.
3. The undersigned Grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by this Easement as described in Document No. 64108 above and that they have the exclusive right to grant the property rights.
4. (A) Permission is hereby granted to the State, its authorized agent, or contractor(s) to enter upon Grantor's land where necessary within that certain area shown outlined in color and labeled as parcel 64108-2, on the map marked Exhibit "A", attached hereto and made a part hereof, for the purpose of improving roadway and drainage system.
- (B) In case of unpredictable delays in construction, upon written notification, the terms of the Temporary Easement (parcel 64108-2) 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 prior to the expiration of the original period.
5. In consideration of the States waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.
6. State agrees to indemnify and hold Grantor harmless from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.
7. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements shall commence at the close of escrow controlling this transaction, and that the amount shown in clause 2A herein includes, but is not limited to, fully payment for such possession and use, including damages, if any, from said date.
8. 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 the State, shall be left in as good condition as found.
9. 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 Grantor further agrees to hold State harmless and reimburse the State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.
10. This Right of Way Contract shall be binding upon and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the grantor(s).

11. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 4 Office, P.O. Box 23440, Oakland, California 94623-0440.

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

_____, Grantor

RECOMMENDED FOR APPROVAL:

STATE OF CALIFORNIA
Department of Transportation

By _____
SONIA VERDUGO
Associate Right of Way Agent
Acquisition Services

By _____
LAM NGUYEN
Acting District Branch Chief
Acquisition Services

By _____
JULIE MCDANIEL
Deputy District Director
Right of Way and Land Surveys

No Obligation Other Than Those Set Forth Herein Will Be Recognized

COUNTY OF SONOMA

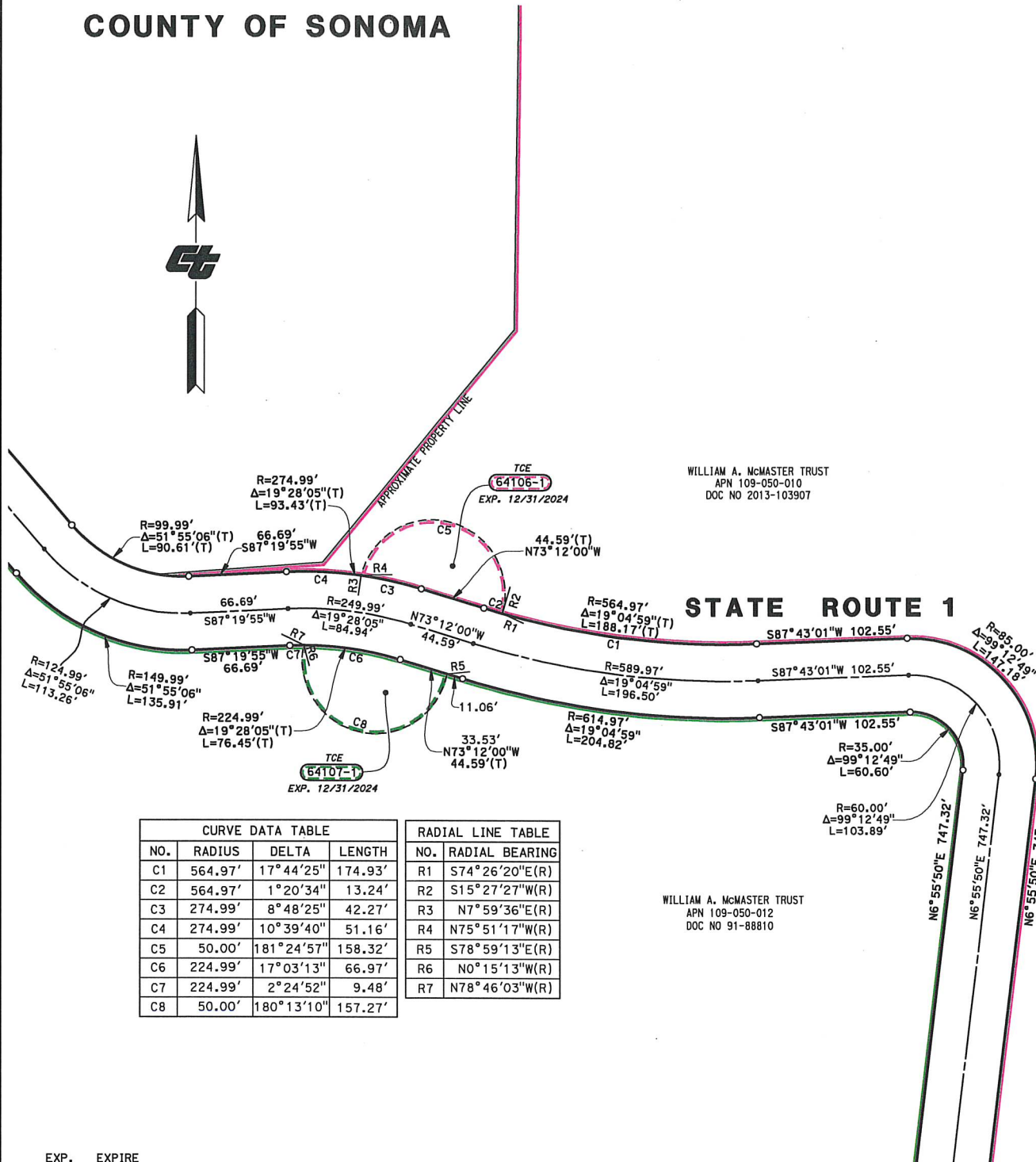


EXHIBIT C

| DISTRICT | COUNTY | ROUTE | SHEET PM |
|----------|--------|-------|----------|
| 04 | SON | 1 | 38.1 |

COUNTY OF SONOMA

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

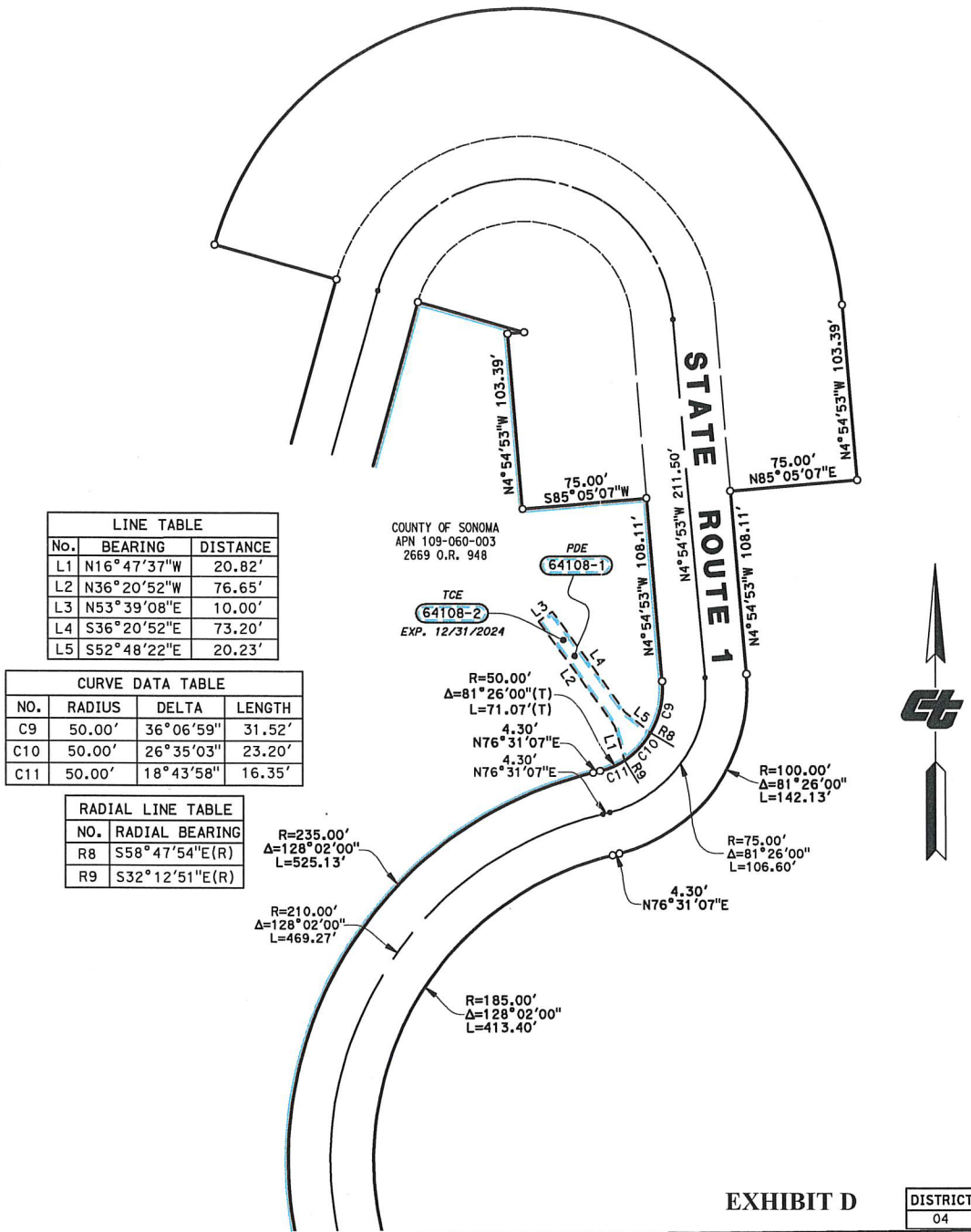


EXHIBIT D

| DISTRICT | COUNTY | ROUTE | SHEET PM |
|----------|--------|-------|----------|
| 04 | SON | 1 | 37.2 |

| PARCEL# | TITLE CODE | GRANTOR | AREAS (square feet or as noted) | | | | REMARKS | RECORDATION | | |
|---------|------------|---------------------------|---------------------------------|---------------|-------------|--------------|--------------------------------------|-------------|------|-------|
| | | | TOTAL | REQUIRED [UF] | EXCESS [UF] | REMAINDER | | TYPE | DATE | DOC.# |
| 64106-1 | E | WILLIAM A. McMASTER TRUST | *29,387 AC. | 0 | 0 | *29,387 AC. | 3,879 SQ.FT. OF TCE, EXP. 12/31/2024 | | | |
| 64107-1 | E | WILLIAM A. McMASTER TRUST | *155,446 AC. | 0 | 0 | *155,446 AC. | 4,213 SQ.FT. OF TCE, EXP. 12/31/2024 | | | |
| 64108-1 | E | COUNTY OF SONOMA | *3,832 AC. | 0 | 0 | 0 | 1,087 SQ.FT. OF PDE | | | |
| 64108-2 | TCE | " " " " " " | | 0 | 0 | *3,832 AC. | 1,087 SQ.FT. OF TCE, EXP. 12/31/2024 | | | |

GRANTOR NOTES

① Areas shown include underlying fee in the adjoining public way.

② Indicates Underlying Fee (UF) Area

③ Indicates Indeterminate UF

TITLE CODES:

- A=Access Rights Only
- F=Fee
- E=Easement (Ease)
- T=Temp Construction Ease
- T=Other Temp Ease (see Remarks)
- O=Other (see Remarks)

TYPE:

- GD=Grant deed
- ED=Easement deed
- OC=Quitclaim
- DD=Director's deed
- DE=Director's easement deed
- DK=Director's quitclaim deed
- FOC=Final Order of Condemnation
- HE=Highway easement deed
- REL=Relinquishment
- VAC=Vacation
- JUA=Joint use agreement
- CCUA=Consent to common use agreement
- D=Document or Instrument number

NOTES

Coordinates and bearings are on CCS 83 Zone 2, Epoch 2011.50. Distances and stationing are grid distances. Multiply by 1.000052 to obtain ground distances. All distances are in feet unless otherwise noted. (THE RW LANDSET IS BASED ON FIELD SURVEY JOB # 2018-069)

LEGEND

- ACCESS PROHIBITED
- DIMENSION POINT
- ASSESSOR'S PARCEL NUMBER
- RIGHT OF WAY
- ACRES
| R/W AC. (R) | RADIAL BEARING |
| DOC. NO. | DOCUMENT NUMBER |
| INCLD. | INCLUDING |
| S.F. | SQUARE FEET |
| ESMT. | EASEMENT |

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY APPRAISAL MAP A-10944.2

FOR PREVIOUS R/W INFORMATION SEE MAP(S) R-514.5 & 6, A-799.7

SCALE: 1" = 50'

TO DESIGN: DRAFTED BY: A. ZHONG

EA(s): 1K730

CHECKED BY:

| DISTRICT | COUNTY | ROUTE | SHEET PM | SHEET NO. | TOTAL SHEETS |
|----------|--------|-------|----------|-----------|--------------|
| 04 | SON | 1 | | 3 | 6 |

PROJECT ID: 0416000307