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SONOMA COUNTY DEPARTMENT OF
TRANSPORTATION & PUBLIC WORKS
Engineering & Maintenance Division
2300 County Center Drive, Ste. B-100
Santa Rosa, CA 95403

No Documentary Transfer Tax required under
Revenue & Taxation Code, Section 11922 –
Government Agency Acquiring Title No
Recording Fee due pursuant to Government
Code Section 27383

APN: 128-442-014 and 128-442-017

(Space above this line for Recorder's Use)

GRANT OF ROAD AND PUBLIC UTILITY EASEMENT AND CONSENT TO COMMON USE OF EASEMENT

This Grant of Road and Public Utility Easement and Consent to Common Use of Easement ("Grant and Consent") is made as of January ____, 2019 (the "Effective Date"), by and among Victory Station LLC, a California limited liability company ("Victory Station"), the County of Sonoma, a Political Subdivision of the State of California (the "County"), and the Sonoma-Marin Area Rail Transit District ("SMART"), a California public agency.

RECITALS

A. By Corporation Grant Deed dated July 4, 1992, which was recorded in the Official Records of the County on July 17, 1992 as Document 19920087453, Northwestern Pacific Railroad Company, a California corporation ("NWPRC"), deeded the Property (defined below) to Diana F. Ekedahl, a married woman, as her sole and separate property, and Gregg Gibson, a married man, as his sole and separate property, as tenants in common. As part of the foregoing Corporation Grant Deed, NWPRC reserved unto itself, its successors and assigns: (i) a perpetual, exclusive easement in, on, under, over and through a portion of the Property described in Exhibit B to said Corporation Grant Deed (the "Exclusive Easement"), with rights to own, construct, reconstruct, maintain, operate, use and/or remove existing and/or future railroad, rail and railroad-related equipment, facilities, transportation systems, pipelines, communication systems, lines and facilities of every kind and nature, including but not limited to, all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment and appurtenances, including the right to use the Exclusive Easement for any other lawful purpose, including but not limited to, entering into easements, licenses or leases, with third parties for longitudinal occupancies or crossings; and (ii) a limited right-of-way and right-of-access to the Exclusive Easement over and across a portion of the Property (the "Access Easement"). Collectively, the Exclusive Easement and Access Easement are referred to herein as the "Railroad Easement".

B. By Quitclaim Deed dated February 27, 2004, which was recorded in the Official Records of County on March 2, 2004, as Document 2004028629, the Northwestern Pacific

Railroad Authority, a joint powers authority, successor in interest to the NWPRC, granted its interest in the Railroad Easement to SMART.

C. By Grant Deed dated April 26, 2016, which was recorded in the Official Records of the County on April 29, 2016 as Document 2016037175, Victory Station obtained fee title to certain real property located in the unincorporated area of the County, and more particularly described in said Grant Deed as Parcel One and Parcel Two (the "Property").

D. Victory Station desires to grant road and public utility easements over a portion of the Property, subject to SMART's Railroad Easement to the County, and SMART desires to consent to the performance of certain activities by the County relating to a portion of the Railroad Easement, under the terms and conditions set forth herein.

E. In addition to the foregoing, Victory Station and the County have or will enter into that certain Public Improvements and Maintenance Agreement (the "Agreement"), and SMART desires to consent to the performance of Victory Station's obligations under the Agreement, as limited by its Railroad Easement, all as described below.

AGREEMENT

1. Subject to the terms and conditions described herein, and subject to all matters and encumbrances of record affecting the subject portion of the Property, Victory Station hereby grants to the County the following perpetual, reasonable, non-exclusive, easements in, on, under, over and through the portions of the Property legally described in the attached Exhibit A and depicted in the attached Exhibit B (in each case, as to "Parcel A" and "Parcel B" referenced therein), as follows:

Parcel A: An easement to construct, reconstruct, install, inspect, maintain, replace, remove and use certain public utilities, facilities, and other improvements, including, but not limited to, the following: transmission and distribution facilities such as electrical, gas, water, telephone, cable television, sewer, street lighting, drainage, roadway, and landscaping. The foregoing easement shall also include the right to excavate or fill the easement for the full width and to the reasonable depth thereof.

Parcel B: An easement to construct, reconstruct, install, inspect, maintain, replace, remove and use a street, including the right to install or authorize the installation of any ditches, pipes, drains, underground structures, or other facilities, only as necessary for maintenance of said surface street.

In each case, the easements described above are subject to the terms and conditions of the Railroad Easement, and SMART's rights to use the Railroad Easement in the performance of its duty as a common carrier. All work within the Railroad Easement area, performed in connection with the rights conferred under this Grant and Consent, shall only be performed upon obtaining a Right Of Entry Permit from SMART, in SMART's then-current standard form, and in full compliance with all terms therein.

2. SMART hereby consents to: (i) the County's limited common use of that portion of the Railroad Easement legally described in the attached Exhibit A and depicted in the attached Exhibit B, in each case, identified as "Parcel B" (the "Consent Area"), on the terms and conditions described above, , and (ii) performance of Victory Station's obligations under the Agreement, from time to time, in the Consent Area. For the avoidance of doubt, Victory Station shall be required to obtain a Right of Entry Permit from SMART, in SMART's then-current standard form, prior to

performing its obligations under the Agreement, and shall perform such obligations in full compliance with the terms therein. Except for the performance of Victory Station's obligations under the Agreement and pursuant to the Right of Entry Permit, Victory Station's rights within the Consent Area shall be limited to the rights accruing to Victory Station under the Railroad Easement.

3. Upon expiration of the Agreement, the County agrees to maintain the Required Public Road Improvements, as defined in the Agreement, which are constructed within Parcel A and/or Parcel B, with the exception of those improvements that fall within the maintenance obligations of SMART under General Order No. 72-B of the California Public Utilities Commission or other applicable law or regulation.

4. Except to the extent arising from the negligent acts, omissions or willful misconduct on the part of the SMART, its officers, agents, contractors, or employees, the County shall protect, indemnify, hold harmless, and defend (with counsel reasonably acceptable to the indemnitee) SMART from and against all losses, damages, claims, liabilities, judgments, actions, settlements, lawsuits, fines, levies, assessments, penalties, interest, costs, and expense, incurred by SMART, in connection with, attributable to, arising out of, or in any way related to, the County's activities within the Consent Area, excluding the crossing area between lines two (2) feet outside of the rails of each track.

5. As between Victory Station and SMART, Victory Station shall have no liability to SMART for the activities of the County within the Consent Area.

6. The agreements, covenants, consents, and terms contained in this Grant and Consent shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors, assigns and legal representatives, and shall constitute covenants running with the land pursuant to Section 1468 of the California Civil Code.

7. The parties hereto agree to take such reasonable actions and execute and record such further reasonable documents, agreements, deeds, grants, and instruments as may be reasonably requested by a party hereto from time to time in order to carry out the intents and accomplish the purposes of this Grant and Consent and to further consummate the transactions contemplated hereby, including performance of the obligations required under the Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Grant and Consent as of the Effective Date.

VICTORY STATION LLC, a California limited liability company

By: Victoria Station Planning, LLC, a California limited liability company

By: _____
Joseph A. McNeil, III, its Manager

DATE: _____

By: SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

By: _____
Farhad Mansourian, General Manager

DATE: _____

By: SONOMA COUNTY

By: _____

DATE: _____

CERTIFICATE OF ACCEPTANCE

(Government Code 27281)

This is to certify that the interest in real property offered by the Grant of Road and Public Utility Easement and Consent to Related Improvements dated January __, 2019, made by Victory Station, LLC, a California limited liability company, and the related consent to the activities performed therein given by Sonoma-Marín Area Rail Transit District, to the COUNTY OF SONOMA, a political subdivision of the STATE OF CALIFORNIA, is hereby accepted, pursuant to the authority conferred by Resolution No. 85-15640 of the Board of Supervisors as adopted on July 30, 1985, and the grantee consents to recordation thereof by its duly authorized officer.

Leonard H. Gabrielson, PLS 7886
COUNTY SURVEYOR, COUNTY OF SONOMA

AP # 128-442-014, 017
ROAD NO. : 5502
RD NAME: EIGHTH STREET EAST
INTEREST: Road and Public Utility Easement
POST MILE: 10.00-10.09

Sonoma-Marin Area Rail Transit District

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached **GRANT OF ROAD AND PUBLIC UTILITY EASEMENT AND CONSENT TO COMMON USE OF EASEMENT** dated _____ 2018, from Victory Station LLC, a California limited liability company, to the County of Sonoma, a Political Subdivision of the State of California, for a surface street and facilities necessary to maintain said street, over portions of **Sonoma County Assessor's Parcel Number(s) 128-442-014 and 128-442-017**, is hereby accepted on the ____ day of _____, 2018.

Sonoma-Marin Area Rail Transit District

Dated: _____

Thomas Lyons
Legal Counsel

ATTEST TO SIGNATURE:

Leticia Rosas-Mendoza
Clerk of the Board of Directors

ACKNOWLEDGEMENT BY NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, or validity of that document

State of California)
) ss.
County of Sonoma)

On _____ before me, _____

personally appeared _____
who proved to me on the basis of satisfactory evidence to the person(s) whose name(s) in/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 _____

DATE: _____

ACKNOWLEDGEMENT BY NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, or validity of that document

State of California)
) ss.
County of Sonoma)

On _____ before me, _____

personally appeared _____
who proved to me on the basis of satisfactory evidence to the person(s) whose name(s) in/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 _____

DATE: _____

ACKNOWLEDGEMENT BY NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, or validity of that document

State of California)
) ss.
County of Sonoma)

On _____ before me, _____

personally appeared _____
who proved to me on the basis of satisfactory evidence to the person(s) whose name(s) in/are
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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 _____

DATE: _____

Exhibit A

Legal Description of Parcel A and Parcel B

Exhibit A

PARCEL A

All that real property situated in the unincorporated area of the County of Sonoma, State of California being particularly described as follows:

Beginning at a ¾ inch iron pipe tagged LS 5087 making a point on the easterly line of the lands of Victory Station, LLC as described by deed recorded April 29, 2016 under Official Records Document Number 2016-037175, Sonoma County Records, and shown on "Record of Survey" filed March 14, 2017 in Book 785 of Maps at Pages 12-13, Sonoma County Records, from which point a ¾ inch iron pipe tagged LS 5087 marking the northeasterly corner of said lands bears N 22°01'46" W, 237.11 feet; thence from said point of beginning and along the easterly line of said lands, S 22°01'46" E, 340.26 feet, to a ¾ inch iron pipe tagged LS 5087, marking the northeasterly corner of the lands of the State of California described by deed recorded under Official Records Document Number 2015-002767, Sonoma County Records; thence along the northerly line of said lands of the State of California, S 67°58'14" W, 32.68 feet; thence leaving said northerly line, parallel with the easterly line of said lands of Victory Station, LLC, N 22°01'46" W, 383.15 feet, to a point on the southerly line of that "Perpetual and Exclusive Easement" described in Exhibit B of that deed recorded under Official Records Document Number 1992-087453, Sonoma County Records; thence along the southerly line of said easement, along the arc of a curve to the right, whose center bears S 28°33'29" W, with a radius of 734.50 feet, through a central angle of 4°12'27", an arc length of 53.94 feet, to the point of beginning, containing an area of 11,840 square feet, more or less.

A portion of APN 128-442-017

PARCEL B

All that real property situated in the unincorporated area of the County of Sonoma, State of California being particularly described as follows:

Beginning at a ¾ inch iron pipe tagged LS 5087 making the northeasterly corner of the lands of Victory Station, LLC as described by deed recorded April 29, 2016 under Official Records Document Number 2016-037175, Sonoma County Records, and shown on "Record of Survey" filed March 14, 2017 in Book 785 of Maps at Pages 12-13, Sonoma County Records; thence from said point of beginning and along the easterly line of said lands, S 22°01'46" E, 237.16 feet to a ¾ inch iron pipe tagged LS 5087 marking the southeasterly corner of that "Perpetual and

Exclusive Easement" described in Exhibit B of that deed recorded under Official Records Document Number 1992-087453, Sonoma County Records; thence along the southerly line of said easement, along the arc of a curve to the left, whose center bears S 32°45'56" W, with a radius of 734.50 feet, through a central angel of 4°12'27", an arc length of 53.94 feet; thence leaving said southerly line, parallel with the easterly line of said lands of Victory Station, LLC, N 22°01'46" W, 203.11 feet, to a point on the northerly line of said lands of Victory Station, LLC; thence along said northerly line N 83°06'21" E, 33.86 feet, to the point of beginning, containing an area of 7,177 square feet, more or less.

A portion of APN 128-442-014

Basis of Bearings for the above description is S 22°01'46" E being the bearing of the monumented easterly line of Victory Station, LLC as described by deed recorded April 29, 2016 under Official Records Document Number 2016-037175, Sonoma County Records, and shown on "Record of Survey" filed March 14, 2017 in Book 785 of Maps at Pages 12-13, Sonoma County Records

Date: 7-27-18

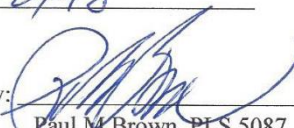
Prepared by: 
Paul M Brown, PLS 5087
my license expires 6/30/2019



Exhibit B

Depiction of Parcel A and Parcel B

