

**RECORDED AT NO FEE PER  
GOVERNMENT CODE § 6103  
RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency  
404 Aviation Boulevard  
Santa Rosa, CA 95403

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**CONSENT AGREEMENT**

THIS AGREEMENT is made between, the Sonoma County Water Agency, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, hereinafter called "Agency", and [Insert Vesting Name from Current Vesting Document], hereinafter called "[Insert Vesting Name]", and affects certain lands of [Insert Vesting Name], described in the deed recorded on [Insert Recording Date of Current Vesting Deed], under document number [Insert Document Number of Current Vesting Deed (Book and Page Number)], Official Records of the County of Sonoma, and identified by the Sonoma County Assessors Office as Assessors Parcel Number(s) [Insert Assessor's Parcel Number(s)], situate in the County of Sonoma, State of California.

Agency is the owner of a right of way and easement for purposes of construction, maintenance, repair and operation of underground water transmission pipelines and appurtenant installations described in the deed from [Insert Grantor Name of Agency's Vesting Document] to the Sonoma County Flood Control and Water Conservation District recorded in [Insert Document Number (or Book and Page) of Agency's Vesting Document] of Official Records of the County of Sonoma.

[Insert Vesting Name] desires to construct [Insert Description of construction within Agency Easement] as shown upon the Improvement Plans Titled [Insert Title of Approved Improvement Plans affecting Agency's Easement] (hereinafter referred to as the Project) within and across said Agency right of way and easement.

Agency hereby consents to the installation, maintenance, and use of said improvements, provided however, that this consent is subject to the following terms and conditions:

1. Liability of Agency; Indemnity. The Sonoma County Water Agency and its officers, agents, and employees shall not be liable to [Insert Vesting Name] or any third party for any injury, loss, or damage arising out of or in connection with the use of the Agency easement. [Insert Vesting Name] agrees to defend, indemnify, hold harmless, and release Agency, and its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including [Insert Vesting Name], relating to the use of Agency's easement. [Insert Vesting Name] agrees to compensate Agency for any damage to Agency property as a result of the construction, operation, or maintenance of said Project. If future laws and/or regulations, Agency improvements including future improvements, Agency operational or maintenance necessity require a greater separation between the Project and any Agency improvements in the sole judgement of the Agency, [Insert Vesting Name] shall relocate the Project accordingly and shall be responsible for any and all costs associated with the relocation.

2. Maintenance of Easement. [Insert Vesting Name] shall maintain all [Insert Vesting Name] related improvements within the Easement Area at [Insert Vesting Name's] sole cost and expense. Any reconstruction or maintenance activities performed by [Insert Vesting Name] and related to the easement shall

not interfere with the Agency's continued use of Agency's Easement or the Easement Area or for any purpose. In the event that the Agency's maintenance, repair and operation of underground water transmission pipelines and appurtenant installations in the Easement Area causes damage to [Insert Vesting Name] improvements, the Agency shall have no liability for such damage, and the costs of repairing such damage shall be paid by [Insert Vesting Name].

3. Construction of Utility Service on Agency Easement. Utility Service conduit will be placed in joint crossing with PG&E's electrical service encased in concrete a minimum of 24" wide and 24" thick in all areas subject to Agency's Easement. Concrete shall be tinted red. Utility Service will be constructed perpendicular to Agency's Easement, and shall comply with Agency's minimum separation and shielding requirements. Prior to construction of Electrical Service, [Insert Vesting Name] or [Insert Vesting Name's] contractor will obtain a revocable license for said construction. [Insert Vesting Name] or [Insert Vesting Name's] contractor will submit to Agency for review, comment or approval, a plan of the service crossing showing location, depth, and cross-section of service trench. Agency will withhold issuance of revocable license for said construction until such a time as all Agency comments on plans submitted and requirements have been addressed to the satisfaction of the Agency.

4. Consideration for Consent. As consideration for consent to adversely affect Agency's easement, [Insert Vesting Name] agrees to reimburse Agency [Insert Amount of Compensation (\$X,XXX)] for the processing of the Consent Agreement and acknowledges Agency's right to install an additional pipeline within Agency's easement. [Insert Vesting Name] agrees that Agency's consent to cross Agency's easement and adversely affect Agency's easement represents full compensation to [Insert Vesting Name], its successors and assigns, for installation of an additional pipeline within Agency's easement.

5. Successors. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns and transferees.

6. Amendment. If circumstances arise under which an amendment or modification of this Agreement would be appropriate, [Insert Vesting Name] and Agency shall be free to jointly amend this Agreement. Any such amendment shall be recorded in the Office of the Sonoma County Recorder.

7. Notices. Any notice, demand, request, approval, or other communication that either party desires or is required to be given under this Agreement shall be in writing and may be given by personal delivery or by mail. Notices, demands, requests, approvals, or other communications sent by mail should be addressed as follows:

Agency: Sonoma County Water Agency  
P.O. Box 11628  
Santa Rosa, CA 95406

[Insert Vesting Name]: [Insert Vesting Name  
Insert Mailing Address  
City, ST Zip]

and when so addressed, shall be deemed given upon deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid. In all other instances, notices, demands, requests, approvals, or other communications shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the persons to whom notices, demands, requests, approvals, or other communications are to be given by giving notice pursuant to this section.

IN WITNESS WHEREOF, Agency and [Insert Vesting Name] have executed this Agreement as set forth below.

SONOMA COUNTY WATER AGENCY:

Executed by the Sonoma County Water Agency this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
pursuant to authority granted by Resolution No. \_\_\_\_\_ dated  
\_\_\_\_\_, 20\_\_\_\_:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
General Manager/Chief Engineer

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy County Counsel

[INSERT VESTING NAME], a California Limited Liability Company:

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