

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

South Park County Sanitation District
404 Aviation Boulevard
Santa Rosa, CA 95403

Space Above for Recorder's Use Only

A.P.N.s 128-422-051 & 128-422-070

**DEED OF CONVEYANCE
OF RENEWABLE ELECTRICITY GENERATING FACILITIES
AND
LICENSE AGREEMENT**

This Agreement, made and entered into on May 14, 2019, by and 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, (hereafter referred to contemporaneously as "Sonoma Water" or "Participant"), the **Sonoma Valley County Sanitation District**, a Political subdivision of the State of California (hereafter called the "Licensor"), and the **Power and Water Resources Pooling Authority** (hereafter referred to contemporaneously as "PWRPA" or "Licensee").

R E C I T A L S

WHEREAS, Licensor is the owner of certain real property in Sonoma County, California, more particularly described as follows:

Real property described in that certain Grant Deed recorded January 8, 1999 as Document 1999-0002914, and that certain Grant Deed recorded July 2, 2010 as Document 2010-0548862, Official Records of Sonoma County (hereafter referred to as "Licensor's Property"); and

WHEREAS, Licensor has heretofore constructed certain renewable electricity generating facilities that are interconnected with PG&E's electric system, on Licensor's Property; and

WHEREAS, Sonoma Water and Licensee have heretofore entered into a Renewable Electricity Facility Agreement, wherein Licensee will own and operate said renewable electricity generating facilities (hereafter referred to as Renewable Electricity Generating Facilities); and

WHEREAS, Licensor has agreed under said Renewable Electricity Facility Agreement to convey all right, title and interest in and to said renewable electricity generating facilities that are interconnected with PG&E's electric system, together with such "Land Rights" as may be reasonable required for PWRPA to own, operate, maintain and replace said Renewable Electricity Generating Facilities; and

NOW, THEREFORE, in consideration of the agreements of the respective parties set forth in the said Renewable Electricity Facility Agreement, it is mutually agreed as follows:

A G R E E M E N T

1. Sonoma Water does hereby grant to PWRPA, its successors and assigns, all rights, title, and interest in and to those certain renewable electricity generating facilities as defined in said Renewable Electricity Facility Agreement to "PWRPA" dated: May 14, 2019.

2. License. Licensor hereby grants Licensee, subject to all the terms and conditions of this Agreement, a license to use Licensor's Property for any purpose that Licensee may reasonably require to operate, maintain and/or replace the Renewable Electricity Generating Facilities as defined in said Renewable Electricity Facility Agreement, together with the right to enter Licensor's Property for any purpose connected with inspection, conversion, operation, maintenance and/or replacement of the Renewable Electricity Generating Facilities as defined in said Renewable Electricity Facility Agreement, and any other right granted to PWRPA by virtue of its status as the Participant's retail electric utility.

3. Term. The term of this Agreement shall commence upon execution by all the parties hereto, and shall be continuous, unless earlier terminated in accordance with Section 7 below.

4. Compliance with Laws. Licensee covenants that said Premises, fixtures and appurtenances, conform, or that it will promptly cause them to conform, to every applicable requirement of law now or hereafter in effect (including, without limitation, Title 2 and Title 3 of the Americans with Disabilities Act of 1990), or duly constituted authority or of any Board of Underwriters, rating bureau, or similar organization, or the requirements of the carriers of all insurance on the Premises and that Licensee will, at its sole risk and expense, at all times during the term hereof, promptly comply with all such requirements.

5. Licensor's Use of Premises. Licensee acknowledges that Licensee's use of the Premises is subject and subordinate to the rights of the Licensor to use Licensor's Property in the performance of its governmental and proprietary functions. Licensee shall provide Licensor with unimpeded access to Licensor's improvements within the Premises. Licensor reserves the right to cordon off portions of the parking area as necessary for its operational and maintenance activities. In the event that the Licensor's

maintenance, repair and operation of underground water transmission pipelines and appurtenant installations in or adjacent to the Premises, or Licensor's maintenance, repair and operation of channel improvements and appurtenant installations in or adjacent to the Premises Area causes damage to Licensee's improvements, the Licensor shall have no liability for such damage, and the costs of repairing such damage shall be paid by Licensee.

6. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release Licensor, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Licensee, arising out of or in connection with this Agreement, whether or not there is concurrent negligence on the part of Licensor, but excluding liability due to the sole active negligence or sole willful misconduct of Licensor. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7. Termination of License Agreement. This shall automatically terminate upon Sonoma Water's acceptance of reversion of the interests conveyed to PWRPA herein or Participants withdrawal as a PWRPA Participant in accordance with the terms and conditions of the hereinabove Renewable Electricity Facility Agreement or amendments thereto, and any obligations of Lessee herein. Licensee shall execute a Quitclaim Deed substantially in the form of Exhibit A hereto, and Licensor shall deliver the fully executed and properly notarized/acknowledged Quit Claim Deed to Licensor within 90 days of termination of this agreement.

8. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to Licensor: Sonoma Water
Attention: General Manager
404 Aviation Boulevard
Santa Rosa, California 95403

If to Licensee: Power and Water Resources Pooling Agency (PWRPA)
Attention: General Manager
3514 West Lehman Road
Tracy, CA 95378-2008

With copy to its counsel:
PWRPA General Counsel
950 Reserve Drive, Suite 160
Roseville, CA 95678

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 8.

9. No Continuing Waiver. The waiver by Licensee of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

10. Restoration of Premises. Licensee shall restore the Premises and remove all Licensee installed improvements to the satisfaction of the Licensor prior to Licensee's cessation of active use of the Premises for the purposes of this license or termination of license.

11. Maintenance of Licensee's Improvements. Licensee shall maintain all Licensee related improvements within the Premises at Licensee's sole cost and expense. Any reconstruction or maintenance activities performed by Licensee and related to the License shall not interfere with the Licensor's continued use of Licensor's Property, the Premises, or for any purpose.

12. General Provisions.

12.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

12.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

12.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

12.4 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. Licensee and Licensor agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensor and Licensee acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensor and Licensee further acknowledge that

they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

12.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

12.6 Relationship. The parties intend by this Agreement to establish the relationship of Licensor and Licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Licensor and Licensee.

12.7 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Participant: SONOMA COUNTY WATER AGENCY, a
body corporate and politic of the State of California

By: _____
Grant Davis, General Manager
Sonoma County Water Agency

Licensor: SONOMA VALLEY COUNTY SANITATION
DISTRICT, a political subdivision of the State of
California

By: _____
Grant Davis, General Manager
Sonoma County Water Agency

APPROVED AS TO FORM
FOR LICENSOR:

APPROVED AS TO FORM
FOR LICENSEE:

Deputy County Counsel

General Counsel