

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

Sonoma Valley County Sanitation District
404 Aviation Boulevard
Santa Rosa, CA 95403

Exempt from the fee per GC 27388.1 (a) (2);
Executed or recorded by a government agency.

Deed to Public Agency
Tax \$0 Exempt from Transfer Tax R&T 11922

SEWER EASEMENT AGREEMENT

This Sewer Easement Agreement (hereafter referred to as the "Agreement") is made by and between the **Sonoma Valley County Sanitation District**, a political subdivision of the State of California (hereafter referred to as the "District") and 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 as "Sonoma Water").

RECITALS

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

Being the real property as described in those certain Grant Deeds recorded on April 9, 1971 in Book 2526, beginning at Page 159; on October 26, 1971 in Book 2575, beginning at Page 913; on June 1, 1971 in Book 2538, beginning at Page 177; on March 2, 1971 in Book 2517, beginning at Page 453; on November 3, 1971 in Book 2578, beginning at Page 431; and on March 3, 1971 in Book 2520, beginning at Page 571, Official Records of the County of Sonoma, currently identified as Sonoma County Assessor's Parcel Number(s) (APN) 128-560-051, 128-550-063, 128-280-033, 128-580-034, and 128-061-019, and being more commonly known as Fryer Creek, (hereafter referred to as the "Sonoma Water's Property"); and

WHEREAS, Sonoma Water operates the District's Sanitation System under agreement with the District; and

WHEREAS, District desires to obtain a permanent easement over portions of the Sonoma Water Property, hereinafter referred to as "Easement Area," and more particularly described in Exhibit "A", and shown for reference on Exhibit "A-1", for the purposes of reconstructing, removing, replacing,

repairing, maintaining, operating and using existing improvements heretofore constructed and installed by District on Sonoma Water Property, in connection with District's "Sonoma Valley County Sanitation District Wastewater Reclamation Facilities Project Unit 1 Infiltration/Inflow Relief Facilities Project"; and

WHEREAS, it is the intention of the parties hereto, to formalize the terms and conditions under which Grantee shall operate and maintain said improvements located within the Easement Area.

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, Sonoma Water and District covenant and agree as follows:

EASEMENT

1. GRANT OF NON-EXCLUSIVE EASEMENT TO DISTRICT:

Sonoma Water does hereby grant to the District an easement for the following purposes: to excavate, install, repair, replace (with the initial or any other size), remove, re-construct, operate, maintain, and use the Sewer Line, and to make, construct, or direct or authorize the making or construction of any connections or sewer line extensions, including appurtenances, from any property to the Sewer Line in the Easement Area, as District shall from time to time elect for conveying sewage, together with adequate protection therefore, and also a right of ingress to and egress from the Easement Area over and across roads and lanes thereon, if such there be, otherwise by such roads or routes on Sonoma Water's Property as shall occasion the least practicable damage and inconvenience to Sonoma Water. The Sewer Line and any extensions or connections thereto, including appurtenances, are hereinafter referred to as "Sewer Lines."

Sonoma Water further grants to District:

A. The right to excavate or fill within the Easement Area for the full width and to a reasonable depth thereof and to temporarily place excavated material, tools, and implements for such work onto land owned by Sonoma Water along and outside the Easement Area to such extent as District's Engineer may find reasonably necessary;

B. The right to support Sewer Lines across ravines, swales, and water courses within the Easement Area with such structures as District's Engineer shall from time to time elect;

C. The right of grading for, constructing, maintaining, and using such roads and lanes on and across the Easement Area as District's engineer may deem necessary in the exercise of said right of ingress and egress or to provide access to lands adjacent to said Area;

D. The right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter in the Easement Area and to trim and to cut down and clear away any

trees in the vicinity of the Easement Area which now or hereafter in the opinion of District's Engineer may be a hazard to the Sewer Lines by reason of root damage, and which may interfere with the exercise of District's rights hereunder. District shall not be required to compensate Sonoma Water for any such removal of trees and brush; provided, however, that all trees which District is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Sonoma Water, but all trimmings, brush, and refuse shall be removed by District;

E. The right to install, maintain, and use gates in all fences that now cross or shall hereafter cross the Easement Area.

2. DISTRICT'S RESPONSIBILITIES:

A. Except as specifically provided otherwise in this Agreement, District hereby covenants and agrees to backfill any trench made by it within the Easement Area or adjacent area and to repair damage on Sonoma Water's Property resulting from District's activities under this Agreement, including damage to Sonoma Water's private roads or lanes; provided, that District shall not be required to fully replace such roads or lanes but only to repair such damage, and District shall not be required to repair damage caused from routine maintenance activities due to Sonoma Water's failure to properly maintain such roads or lanes, or due to improper construction of such roads or lanes;

B. Sonoma Water shall not be responsible for the cost of recording this Agreement.

3. SONOMA WATER'S RIGHTS AND RESPONSIBILITIES:

A. Sonoma Water reserves the right to use the Easement Area for purposes which will not interfere with District's full enjoyment of the rights hereby granted; provided that Sonoma Water shall not erect or construct any building or reservoir within the Easement Area, Sonoma Water shall not construct any other structure or construction within the Easement Area which will interfere with District's rights herein, and Sonoma Water shall not disturb or diminish or substantially add to the earth cover over the Sewer Lines ;

B. Sonoma Water shall not drill or operate any well within 50 feet of the Sewer Lines.

C. In the event that the proposed sewer improvements are not constructed in accordance with the approved plans approved by Agency on behalf of District or in accordance with any required permitting resulting in District not accepting said sewer improvements, Sonoma Water shall own and maintain said sewer improvements as a private sewer main. Sonoma Water also agrees to grant District an access agreement allowing District to inspect said private sewer main and in such event Sonoma Water hereby waives its right to object to District vacating the easement granted herein.

4. **FURTHER DESCRIPTION OF EASEMENT OVER SONOMA WATER'S PROPERTY:** The easement granted herein is a perpetual easement and right-of-way for the purposes articulated herein. The easement does not confer any responsibility or liability on the District for any hazardous materials, hazardous substances, or hazardous waste, as those terms are defined in any Federal, state or local law.
5. **TERM:** The easement granted herein shall continue until terminated by Sonoma Water or its successor or assign.
6. **INDEMNIFICATION:** Sonoma Water agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release District, Agency, their officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Sonoma Water, arising out of or in connection with this Agreement, whether or not there is concurrent or contributory negligence on the part of District, but to the extent required by law, excluding liability due to the gross negligence or willful misconduct of District. 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 Sonoma Water or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
7. **SONOMA WATER STATEMENT:** Sonoma Water represents that Sonoma Water is not aware of any hazardous, toxic, or petroleum product substances or materials in, on, or near Sonoma Water's Property.
8. **IMMEDIATE ACCESS:** Sonoma Water hereby grants permission to District, acting through its duly authorized agents, representatives, or contractors, to enter upon that portion of Sonoma Water's property needed in order to effectuate the purposes described herein.
9. **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, and all covenants shall apply to and run with the land.
10. **NOTIFICATION:** In the event Sonoma Water sells, conveys, or assigns any property interests encumbered by this Agreement, Sonoma Water shall notify the successor or assignee of the rights and obligations of both parties as included herein.
11. **SURVIVAL OF AGREEMENT:** This Agreement, including all representations, warranties, covenants, agreements, releases, and other obligations contained herein shall survive the closing of this transaction and the recordation of this Agreement.
12. **ENTIRE UNDERSTANDING:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Sonoma County Water Agency:

Executed by the Sonoma County Water Agency this _____ day of _____,
_____, pursuant to authority granted by Agenda Item No. _____ dated _____,
2020:

By: _____ Date: _____
Grant Davis
General Manager

Sonoma Valley County Sanitation District:

Executed by the Sonoma Valley County Sanitation District this _____ day of _____,
_____, pursuant to authority granted by Resolution No. 10-0140a
dated February 24, 2010:

By: _____ Date: _____
Grant Davis
General Manager

Approved as to Form:

By: _____ Date: _____
Adam Brand
Deputy County Counsel

Exhibit A
Legal Description
"Easement Area"
City of Sonoma, California "Fryer Creek Pedestrian Bridge Phase III"
(City Project No. 0912)

Real property situated in the City of Sonoma, County of Sonoma, State of California described as follows:

Portions of the Lands of the County of Sonoma described in that certain Grant Deed recorded June 1, 1977 in Book 2538 of Official Records of Sonoma County, beginning at page 177 (hereafter referred to as 2538 O.R. 177 for reference); that certain Grant Deed recorded October 26, 1971 in Book 2575 of Official Records of Sonoma County, beginning at Page 913 (hereafter referred to as 2575 O.R. 913 for reference); that certain Grant Deed recorded November 3, 1971 in Book 2578 of Official Records of Sonoma County, beginning at page 431 (hereafter referred to as 2578 O.R. 431 for reference); that certain Grant Deed recorded April 9, 1971 in Book 2526 of Official Records of Sonoma County, beginning at Page 159 (hereafter referred to as 2526 O.R. 159 for reference); that certain Grant Deed recorded March 2, 1971 in Book 2517 of Official Records of Sonoma County, beginning at page 453 (hereafter referred to as 2517 O.R. 453 for reference); that certain Grant Deed recorded March 16, 1971 in Book 2520 of Official Records of Sonoma County, beginning at page 571 (hereafter referred to as 2520 O.R. 571 for reference), all of which as being shown upon that certain Record of Survey map filed December 28, 1973 in Book 202 of Maps, at page 31, Official Records of Sonoma County (hereafter referred to as 202 Maps 31 for reference) and being more particularly described as follows:

Segment One:

A Strip of land, 15.00 feet in width, lying 7.50 feet each side of the following described centerline:

Commencing for reference at the southernmost terminus of the easterly boundary of Parcel Two described in 2538 O.R. 177, as shown upon 202 Maps 31; Thence continuing for reference from said point of commencement, northerly along the said easterly boundary, North 7° 10' 09" East 37.14 feet to the Point of Beginning of the herein described centerline for Segment One of the herein described "Easement Area"; Thence from the Point of Beginning, departing from the said easterly boundary, North 83°31'05" West, 63.02 feet; Thence South 7°11'28" East, 325.17 feet; Thence South 7°13'57" West, 1,015.69 feet; Thence South 7°29'50" West, 600.69 feet to a point on the southerly boundary of Parcel One described in 2520 O.R. 571, as shown on 202 Maps 31, said southerly boundary also being the northerly boundary of Leveroni Road, said point bears South 82°33'06" East, 11.05 feet along said southerly boundary from the southwesterly corner of said Parcel One, said point being the Point of Terminus of the herein described centerline for the portion of the "Easement Area" herein described as Segment One.

The sidelines of hereinabove "Easement Area" shall be lengthened or shortened as necessary to form true intersections with the easterly boundary of said Parcel Two (2538 O.R. 177), the western boundary of the real property described in 2575 O.R. 913, and the southern boundary of Parcel One (2520 O.R. 571). The hereinabove described portion of "Easement Area" described as Segment One encompasses 29,965 square feet (0.688 acres) more or less, being a portion of Sonoma County Assessor's Parcels (APN) 018-521-001, 128-061-019, 128-580-033, 128-580-034, 128-550-063, 128-560-051.

Segment Two:

A strip of land, 15.00 feet in width, lying 7.50 feet each side of the following described centerline:

Commencing for reference at the southernmost terminus of the easterly boundary of Parcel Two described in 2538 O.R. 177, as shown upon 202 Maps 31; Thence continuing for reference, from said point of commencement, northerly along the said easterly boundary, North 7°10'09" East 57.91 feet to the Point of Beginning of the herein described centerline for Segment Two of the herein described "Easement Area"; Thence from the Point of Beginning, departing from the said easterly boundary, North 51°03'22" West 64.98 feet to a point on the western boundary of said Parcel Two, said point being the Point of Terminus of the herein described centerline for the portion the "Easement Area" herein described as Segment Two, said point of terminus being a point on the arc of a curve, concave easterly, having a radius of 367.00 feet and whose center bears South 68°33'14" East, and from which point the southern terminus of said western boundary bears along the arc of said curve, being the said western boundary, deflecting to the left through a central angle (Delta) of 5°02' 23", for an arc distance (Length) of 32.28 feet.

The sidelines of hereinabove described portion of the "Easement Area" shall be lengthened or shortened as necessary to form true intersections and intersections with the said easterly and westerly boundaries. The hereinabove portion of the Easement Area described as Segment Two encompasses 974 square feet (0.022 acres) more or less, being a portion of Sonoma County Assessor's Parcel Number (APN) 018-521-001.

Bearings called for by this Legal Description are based upon 202 Maps 31.

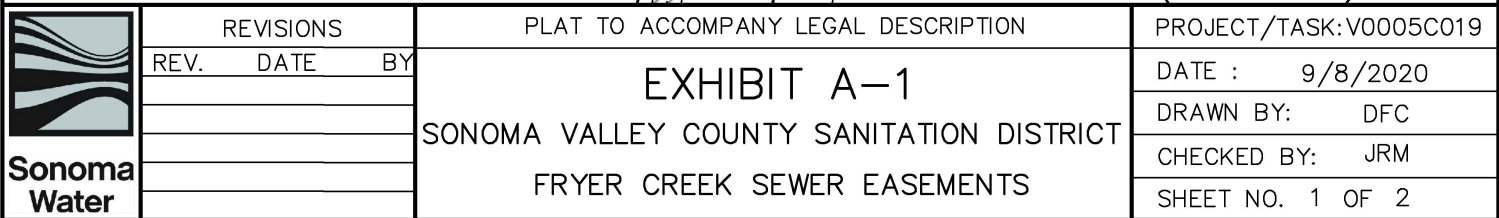
This Legal Description and its accompanying Plat were prepared by me or under my direction in August 2020.

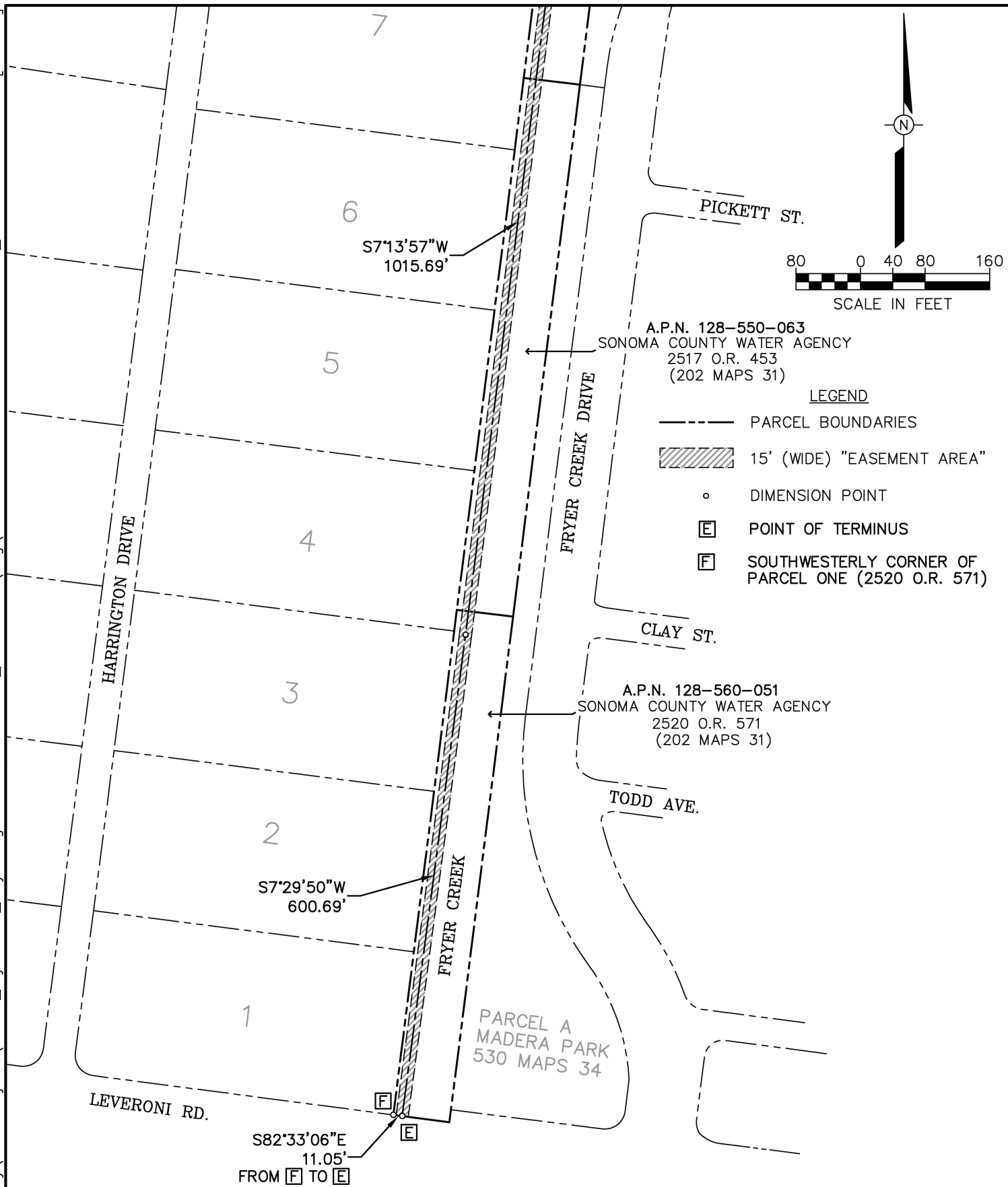


John R. Monaghan, L.S. 6122

9.9.2020

Date





REVISIONS		
REV.	DATE	BY

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A-1

SONOMA VALLEY COUNTY SANITATION DISTRICT

FRYER CREEK SEWER EASEMENTS

PROJECT/TASK: V0005C019	
DATE :	9/8/2020
DRAWN BY:	DFC
CHECKED BY:	JRM
SHEET NO. 2 OF 2	

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the sewer dedication and easement agreement dated _____, from 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 to the Sonoma Valley County Sanitation District, a political subdivision of the State of California, is hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma Valley County Sanitation District on February 24, 2010.

Sonoma Valley County Sanitation District

Dated: _____

Grant Davis
General Manager
