

## AGREEMENT FOR IMMEDIATE POSSESSION AND USE

This Agreement is made by and between the **Sonoma Valley County Sanitation District**, a political subdivision of the State of California (hereinafter referred to as "District") and **(insert property owner information from title report** (hereinafter referred to as "Grantor").

### RECITALS

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

(Insert information from title report)

WHEREAS, District requires a permanent easement and temporary construction easement rights over portions of the Grantor's Property, for the purposes of constructing and maintaining a sanitary sewer main in conjunction with the Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Project Phase 4C (the "Project") within that certain real property described in Exhibit "A" and shown for reference in Exhibit "A-1" (hereafter "the Easement Area"), attached hereto, and by this reference hereby made a part of this Agreement; and

WHEREAS, the District and Grantor have entered into an Agreement for Purchase & Sale of Property Rights in connection therewith, that is pending the Consent and Subordination of interests under Deeds of Trust that have been secured by third parties with respect to interests in and to the Grantor's Property; and

WHEREAS, the District desires to make entry and take possession of the Easement Area(s) for the purposes of moving forward with the Project in advance of the Consent and Subordination that may be required under Deeds of Trust or other applicable interests of third parties may have in and to Grantor's Property.

**NOW, THEREFORE** the parties hereto agree as follows:

1. **Immediate Possession and Use:** District is hereby permitted by Grantor to take full possession and make full use of the Easement Areas over/across upon and through the Easement Areas in accordance with the provisions of the Grant of Easement and Temporary Construction Easement Agreement that are incorporated into and part of the Agreement for Purchase & Sale of Property Rights, subject to all the provision of the Grant of Easement and Temporary Construction Easement Agreement.
2. **CONSIDERATION:** District shall not be required or obligated to make any payments in connection with or as a result of this Agreement, the acquisition of right of Immediate Possession and Use obtained hereunder, and the public project for which the subject property is obtained.

3. **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.

4. **NOTIFICATION:** In the event Grantor sells, conveys, or assigns any property interests encumbered by this Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as included herein.

5. **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.

Grantor:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Owner Name 1)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Owner Name 2)

Sonoma Valley County Sanitation District:

Executed by the Sonoma Valley County Sanitation District this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, pursuant to authority granted by Agenda Item No. \_\_\_\_ dated \_\_\_\_\_:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant Davis  
General Manager

Approved as to Form:

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