

RECORDING REQUESTED BY:
COUNTY OF SONOMA

When recorded return to:

**EXECUTIVE SECRETARY
DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS**

Record Without Fee

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Govt. Code. §6103 & §27383

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**GRANT OF EASEMENT
DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, AUDUBON CANYON RANCH, INC., hereinafter referred to as "Grantor (s),"

GRANTS TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, hereinafter referred to as "Grantee",

A permanent easement for slope and storm water and drainage runoff purposes, including the right, subject to the standards in the next paragraph, to install and maintain and from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect and use certain improvements, including above-ground and at-grade drainage collections and outfalls and underground drains, pipelines and related appurtenances (collectively, "Improvements"), for stabilization and maintenance of slopes adjoining the adjacent road right of way, under, over, across, with permanent ingress thereto, and egress therefrom, that portion of Grantor's property as more particularly described in the attached Exhibit "A", and depicted in the attached Exhibit "B", situated in the unincorporated area of the County of Sonoma, State of California. Vehicular access to the easement area shall be via the path of travel within the area shown in Exhibit "B."

Grantee acknowledges that a portion of the property is encumbered with an existing conservation easement. In accordance with engineering requirements and other best practices, Grantee shall use best efforts to design and construct as much of the Improvements underground and as unobtrusive and as consistent with the open space nature of the Grantor's property as possible. Grantee shall conduct all work in such a manner as will cause the least disturbance to the surface of the ground or surface around any construction area, and shall restore all surface areas disturbed due to construction of the project and any future maintenance to as near a condition as existed prior to such work as is possible. Grantee shall implement appropriate measures as outlined in a mitigation and restoration plan to be agreed upon by all interested parties (and subject to future update), in order to best ensure that native grasses are replaced and to best prevent non-native vegetation from being introduced to disturbed easement areas. To the fullest extent feasible and in accordance with engineering requirements and other best practices, Grantee shall use best efforts to prevent and mitigate erosion, and reuse and restore existing site soils and spoils to disturbed easement areas.

Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any permanent structures, earthfill, large trees, large shrubs,

block walls, and/or other similar improvements on the easement area that would interfere with underground drainage systems or limit Grantee’s access to the easement for the purposes of repair, replacement, or installation. Should large trees or large shrubs naturally occur on the site, Grantor is not required to remove them.

Dated this ____ day of _____, 2021.

By: _____

Name printed: _____

Title: _____

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

STATE OF CALIFORNIA
COUNTY OF SONOMA

On _____ before me, _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/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 _____