

PURCHASE AGREEMENT

This Agreement is made by and between the **Russian River Sanitation District**, California special district (hereinafter referred to as "District") and **Sam Raitano and Mary Raitano, Trustees of the Sam and Mary Raitano Living Trust dtd 8/10/12**, (hereinafter referred to as "Grantor").

It is agreed between the parties as follows:

1. **PROPERTY TO BE CONVEYED:** Grantor shall execute, have the signature(s) acknowledged, and deliver to District a Temporary Construction Easement in the form attached hereto, marked Exhibit "A", and made a part hereof by this reference, conveying to District a Temporary Construction Easement ("easement") referred to in said Exhibit "A". Grantor warrants that Grantor has the right and power to enter into this Agreement and to convey the subject easement and, by said deed, does convey the subject easement free and clear of all taxes, assessments, encumbrances, easements, liens, leases, deeds of trust, and claims of any kind whatsoever, except for such matters as may be waived by District.
2. **DEPOSIT OF DEED:** Upon receipt of the above deed, duly executed and acknowledged, District shall execute an acceptance of said deed and deposit said deed and acceptance with the Right-of-Way Section of the Sonoma County Water Agency on behalf of the District.
4. **CONSIDERATION:** The consideration for the subject property so conveyed by Grantor is **Twenty Five Hundred Dollars (\$2,500)**. District shall pay all escrow, closing, and document recording fees incurred. Apart from the foregoing, Grantee shall not be required or obligated to make any other payments in connection with or as a result of this Agreement, the acquisition of the subject property obtained hereunder, and the public project for which the subject property is obtained.
5. **CLAIMS RELEASE:** Grantor agrees that the consideration as stated above is full compensation and settlement for all claims of every kind and nature including, but not limited to, the fair market value of the subject property and all improvements thereon including improvements pertaining to the realty, loss of goodwill, if any, severance and other damages, if any, any bonus value in the lease, if there is any lease, and relocation assistance and benefits. Grantor further agrees that said consideration hereunder is in full and fair exchange for, and in complete settlement of, any and all claims for damage, loss, or expenses that have arisen or may arise on account of the actions contemplated herein, including but not limited to any and all litigation expenses, fees, and costs relating thereto, and all damages and claims, if any, resulting from the public project and the actions contemplated herein.
6. **GRANTOR STATEMENT:** Grantor represents that Grantor is not aware of any hazardous, toxic or petroleum product substances or materials in, on or near the subject property.

7. **DUST CONTROL:** Normal best industry practices will be followed by the Grantee or Grantee's contractor in order to minimize the amount of dust caused by any work required by the construction on the proposed improvement and the necessary conforms to the proposed improvement.

8. **ACCESS:** Grantee shall return all roads used to before condition at the end of the construction on the proposed improvement. Grantor understands and agrees that any road improvements completed as part of the project will be considered Grantor's sole property and Grantor will be solely responsible for maintenance and repair of said improvements.

9. **ESCROW:** Grantee and Grantor shall sign escrow instructions, if necessary, to effect this Agreement and close escrow.

10. **RECORDING:** Either party may record this Agreement.

11. **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.

12. **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.

13. **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 the deed.

14. **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: _____
Sam Raitano, Trustee

Date: _____

By: _____
Mary Raitano, Trustee

Date: _____

Russian River Sanitation District:

By: _____

Grant Davis
General Manager

Date: _____

By Agenda Item No. _____ on _____ of the Board of Directors
of the Sonoma County Water Agency, the General Manager
is authorized to sign this Agreement.

Approved as to Form for
District:

By: _____

Adam Brand
Deputy County Counsel

EXHIBIT "A"

**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

Exempt from the fee per GC 27388.1 (a) (2);
Executed or recorded by a government agency.
Portion of APN: 071-180-014

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Agreement, made and entered into on _____, 20__, by and between the **Russian River Sanitation District**, a California special district (hereinafter called the "District"), and the **Sam Raitano and Mary Raitano, Trustees of the Sam and Mary Raitano Living Trust dtd 8/10/12**, (hereinafter called the "Grantor").

RECITALS

WHEREAS, Grantor is the owner of certain real property in Sonoma County, California, located at 16451 Hwy 116, Guerneville, CA and identified by the Sonoma County Assessor as APN 071-180-014, more particularly described as follows:

Real Property described in that certain Trust Transfer Deed, recorded on August 15, 2012, as Document Number 2012-078986, Official Records of Sonoma County, (hereafter referred to as the Grantor's Property); and

WHEREAS, District owns a permanent easement for the installation, construction, reconstruction, replacement, maintenance, repair and operation of sewer line and appurtenances, and work auxiliary thereto, in, over, and across Grantor's Property that was granted to District by that certain Grant of Easement recorded January 29, 1979 in Book 3515 of Official Records, beginning at page 947 in the office of the Recorder in and for the County of Sonoma California (hereafter referred to as District's Easement); and

WHEREAS, District wishes to obtain a Temporary Construction Easement (hereinafter "TCE") for purposes connected with the reconstruction, replacement, maintenance and repair of District's existing Sanitary Sewer Main located in the District's Easement that adjoins the TCE, which may include, but is not limited to temporary placement, stockpiling and staging of equipment and materials required for said reconstruction, replacement, maintenance and repair together with activities within the TCE that are required or connected with such purposes.

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

A G R E E M E N T

1. TCE. Grantor hereby grants District a TCE, subject to all the terms and conditions of this Agreement, to use that portion of real property described in Section 2 below. For purposes of use of this TCE, District includes Sonoma County Water Agency employees, agents, and contractors.

2. Premises. District is hereby permitted to use the real property described in Exhibit "A" and shown for reference in Exhibit "A-1" attached hereto and made a part hereof (hereinafter, the "Premises").

3. Term. The initial term of this Agreement ("Initial Term") shall be 23 calendar days (3 weeks), commencing not later than 30 calendar days (4 weeks) after notification by District's Contractor to Grantor in writing of the District's intended date to secure of possession of the Premises. The Initial Term of this Agreement may be extended upon written mutual agreement between District and Grantor, but in no event shall any extension of the term of this agreement exceed the date that the District files a Notice of Completion with the County Recorder of the County of Sonoma.

4. Consideration. District shall pay Grantor for the agreed use of said Premises the sum of eight hundred dollars per Term (\$2,500).

5. Premises Clear and Ready for District's Use. Grantor shall ensure the Premises will be cleared of trucks, trailers and other items which would obstruct or prohibit the District's full use of the Premises for the uses scribed in Paragraph 5 (below).

Grantor agrees to provide Grantor's Tenant(s) with reasonable notice needed to ensure that Grantor's Tenant(s) have cleared the Premises in advance of commencement of the Term described in Paragraph 3 (above).

District agrees to provide Grantor's Tenant(s) a location to temporarily store Trucks and Trailers stored in/on the Premises during the term of this Agreement for the duration of the term of this agreement.

6. Description of TCE over Grantor's Property. The TCE granted herein over the TCE Area is for purposes of a work area for the staging and stockpiling equipment and materials, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to construction, together with the right of ingress to and egress from the TCE Area over and across roads and lanes presently located on Grantor's Property, if such there be, or otherwise by such route or routes over, across and through Grantor's Property as shall occasion the least practicable damage and inconvenience to Grantor.

7. Equipment Installation and Operation. District shall have the right to install temporary fencing, improve access roads and ditch crossings as necessary to facilitate access for District's Contractor's equipment and the use of the Premises by the District's Contractor, and to make other uses of the Premises that are reasonably necessary for the District's Contractor to fulfill the requirements of their agreement with the District. At the termination of this TCE, Grantor understands and agrees that any and all improvements by the District as allowed under this TCE will be Grantor's sole and exclusive property, and Grantor further understands and agrees that it will be solely responsible for all maintenance and repair of said improvements following the termination of this agreement.

8. Indemnification. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

9. Termination by District. District may terminate this Agreement for any reason whatsoever at any time prior to the expiration of the term upon written notice to Grantor.

10. Quitclaim Deed. Following termination of this Agreement, District shall execute and record a Quitclaim Deed substantially in the form attached hereto as Exhibit "B".

11. 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 District: Russian River Sanitation District
Attention: General Manager
404 Aviation Boulevard
Santa Rosa, California 95403

If to Grantor: Sam Raitano and Mary Raitano, Trustees of the Sam and Mary Raitano Living Trust dtd 8/10/12
Sam and Mary Raitano
3496 Quimby Rd
San Jose, CA 95148-3123

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 7.

12. No Continuing Waiver. The waiver by District 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.

13. Signatures of Grantor. Grantor represents and warrants that (a) Grantor is the sole legal and lawful owners of the Property, (b) Grantor has the requisite authority to execute this Agreement on behalf of the interest they represent herein, and to grant the Agreement conveyed herein to the District, and (c) no other party has any legal or equitable claim to or interest in the Property.

14. Subordination Agreement. Grantor warrants that Grantor is the owner in fee simple of the Property, and that on the date it executed this Agreement the Grantor's Property was not subject to any deeds of trust or other encumbrance.

15. General Provisions.

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

15.2 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.

15.3 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.

15.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

15.5 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.

15.6 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. District and Grantor 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. Grantor and District 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. Grantor and District further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

15.8 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.

15.9 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 TCE Agreement.

15.10 Notification of Successors or Assigns. 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.

GRANTOR HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT GRANTOR 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.

Grantor: **Sam Raitano and Mary Raitano, Trustees
of the Sam and Mary Raitano Living
Trust dtd 8/10/12**

By: _____
Sam Raitano, Trustee

By: _____
Mary Raitano, Trustee

District: **Russian River County Sanitation District**

By: _____
Grant Davis
General Manager

By Agenda Item No. _____, dated _____,
of the Board of Directors of the Russian River County Sanitation
District, the General Manager is authorized to sign this Agreement.

APPROVED AS TO FORM
FOR DISTRICT:

Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

Place Notary Seal Above

Signature of Notary Public

Russian River County Sanitation District
Pipe Replacement Project (MH36-14 – MH31-4)

EXHIBIT A
Legal Description
Temporary Construction Easement Area

Real Property situated in a presently unincorporated area of the Sonoma County, California being a portion of the real property described by that certain Trust Transfer Deed recorded August 15, 2012 as Document 2012-078986, Official Records of Sonoma County, and being more particularly described as follows:

Commencing for reference at the southwestern corner of that portion of the real property shown as upon that certain Record of Survey filed for record on February 12, 1978 in Book 269 of Maps, at page 5, Sonoma County Records, said point of Commencement further described as being the southwest corner of the "Portion to Be Conveyed to Safeway Stores, Inc." as shown upon said Record of Survey (Map); Thence from said Point of Commencement, continuing for reference along the western boundary of said "Portion to Be Conveyed to Safeway Stores, Inc." as shown upon said map, North 0° 07' 00" West 28.39 feet to the Point of Beginning of the hereinafter described Temporary Construction Easement Area; Thence continuing along said western boundary, North 0° 07' 00" West 25.00 feet; Thence departing from said western boundary, South 89° 53' 00" West 30.71 feet; Thence North 67° 18' 42" West 115.68 feet; Thence South 64° 40' 31" West 10.00 feet; Thence South 25° 19' 29" East 99.21 feet; Thence North 67° 07' 22" East 62.50 feet; Thence North 89° 53' 00" East 46.51 feet to the Point of Beginning; Excepting therefrom, that portion of the hereinabove described real property which lies within the boundaries of the 25.00 foot wide strip of land described that certain Grant of Easement recorded January 29, 1979 in Book 3515 of Official Records, beginning at page 947, Official Records of Sonoma County, resulting in an Temporary Construction Easement Area encompassing 3,973 square feet (0.091 acres) more or less, and being a portion of Sonoma County Assessor's Parcel Number (APN) 071-180-014.

Bearings called for by this Legal Description are based upon said Record of Survey Map.

This Legal Description and its accompanying Plat were prepared by me in February 2021.



John R. Monaghan, P.L.S. 6122

3.2.2021

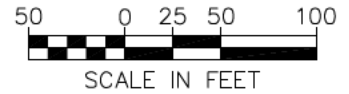
Date

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March 2, 2021 [Version 1.0]

..\\SD-Data\\Survey\\Land Projects\\RRCSD_CollapsedSewer_V0116C001\\dwg\\Exhibit A – TCE.doc

STATE HIGHWAY 116/MAIN STREET



MILL STREET

SECOND ST.

A.P.N. 071-180-011
16405 HWY 116 LLC
DOC. 2020-046239
SAFEWAY INC. (LEASE)
DOC. 2019-044239

A.P.N. 071-180-002
ISAAC LLC
DOC. 2001-117128

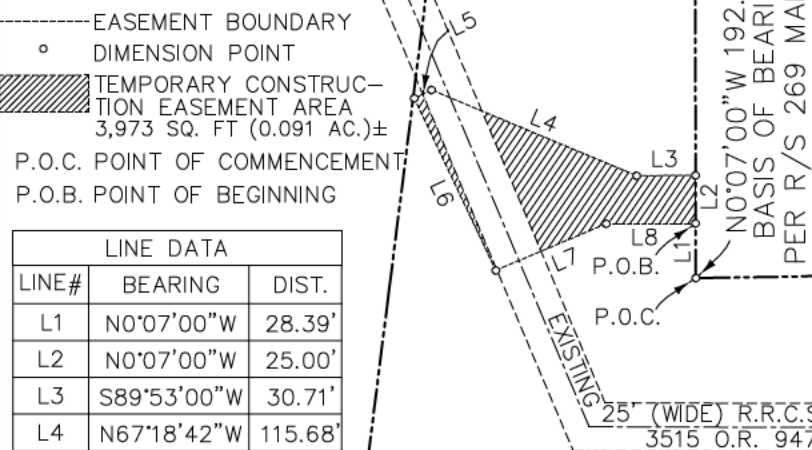
A.P.N. 071-180-015
16405 HWY 116 LLC
DOC. 2020-046239
SAFEWAY INC. (LEASE)
DOC. 2019-044239

A.P.N. 071-180-014
SAM & MARY RAITANO LIVING TRUST
DOC. 2012-078986

LEGEND

- PARCEL BOUNDARY
- EASEMENT BOUNDARY
- DIMENSION POINT
- TEMPORARY CONSTRUCTION EASEMENT AREA
3,973 SQ. FT (0.091 AC.)±
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

LINE DATA		
LINE#	BEARING	DIST.
L1	N0°07'00"W	28.39'
L2	N0°07'00"W	25.00'
L3	S89°53'00"W	30.71'
L4	N67°18'42"W	115.68'
L5	S64°40'31"W	10.00'
L6	S25°19'29"E	99.21'
L7	N67°07'22"E	62.50'
L8	N89°53'00"E	46.51'



REVISIONS		
REV.	DATE	BY

RUSSIAN RIVER COUNTY DANITATION DISTRICT

EXHIBIT A-1

TEMPORARY CONSTRUCTION EASEMENT AREA

PIPE REPLACEMENT MH36-14 - MH31-4

PROJECT/TASK: V0116C013	
DATE :	02.25.21
DRAWN BY:	JM
CHECKED BY:	
SHEET NO. 1 OF 1	

EXHIBIT "B"

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

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

QUITCLAIM DEED

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, **the Russian River County Sanitation District**, a California special district, hereinafter referred to as "District", does hereby remise, release, and forever quitclaim unto the **Sam Raitano and Mary Raitano, Trustees of the Sam and Mary Raitano Living Trust dtd 8/10/12**, all right, title and interest in and to that real property situate in the County of Sonoma, State of California, described as follows:

That certain Temporary Construction Easement recorded on _____, under Document Number _____ of Official Records of Sonoma County.

IN WITNESS WHEREOF, Transferor has executed this instrument on this ____ day of _____, 20__.

Russian River County Sanitation District

By: _____

Grant Davis
General Manager

By Agenda Item No. _____, dated _____,
of the Board of Directors of the Russian River County Sanitation
District, the General Manager is authorized to sign this Quitclaim Deed.

APPROVED AS TO FORM FOR DISTRICT:

Deputy County Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed Temporary Construction Easement Agreement dated _____, from the **Sam Raitano and Mary Raitano, Trustees of the Sam and Mary Raitano Living Trust dtd 8/10/12** to the **Russian River Sanitation District**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, and the terms specified therein are hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma County Water Agency on February 24, 2010.

Sonoma County Water Agency

Dated: _____

Grant Davis
General Manager
