

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



2017084531

Official Records Of Sonoma County  
William F. Rousseau  
11/01/2017 10:35 AM  
SONOMA COUNTY WATER AGENCY

FILE

ESMT 9 Pgs

Fee: \$0.00

PAID



No Tax due  
No Consideration

## SEWER LATERAL ACCESS AGREEMENT

FILE

This Sewer Lateral Access Agreement ("Agreement") is made 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 (hereinafter referred to as "Agency"), acting on behalf of the **Sea Ranch Sanitation Zone** (herein after referred to as the "Sanitation Zone"), and **The Sea Ranch Association, a California Corporation** (hereinafter referred to as "Grantor").

### RECITALS

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

Being the real property as described in that certain Grant Deed recorded April 30, 1987, Document Number(s) 1987-040739, Official Records of the County of Sonoma, currently identified as Sonoma County Assessor's Parcel Number(s) (APN) 156-620-024, and being more commonly known as the "Common Area" shown upon that certain map of "The Sea Ranch No. 36A, Tract No. 727" filed for record April 6, 1987 in book 396 of Maps, at pages 1-2, Official Records of the said County of Sonoma (hereafter referred to as the "Grantor's Property"); and

WHEREAS, the Agency operates the Sanitation Zone's Sanitation System under agreement with the Sanitation Zone; and

WHEREAS, Grantor desires to connect to Public Sewer Facilities operated and maintained by the Sanitation Zone, for the benefit of real property owned by Grantor which adjoins the hereinabove described Grantor's Property, and which is more particularly described as follows:

Real property described in that certain Grant Deed recorded June 13, 1969 in book 2400 of Official Records, at pages 217-220, Official Records of the said County of Sonoma, currently identified as Sonoma County Assessor's Parcel Number(s) (APN) 156-550-004

and being more commonly known as Parcel 1 "Common Area" as shown upon that certain parcel map entitled "Parcel Map No. 1422 being the Sea Ranch No. 18A" filed for record in book 133 of Maps, at page 3, Official Records of the said County of Sonoma (hereafter referred to as the "Grantor's Adjoining Property"); and

WHEREAS, in order to make such connection, Grantor desires to construct a sewer lateral that would cross Grantor's Property in order to provide a sewer connection to Grantor's Adjoining Property; and

WHEREAS, the County Sanitation Code currently requires the Sanitation Zone to grant an exception to the provisions of the County Sanitation Code that would otherwise prohibit such a connection; and

WHEREAS, as a condition of granting such an exception, the Agency requires the Grantor to enter into this agreement in order to facilitate the proposed connection and ensure that the sewer lateral that would be permitted under such an exception, will remain legally viable in the event that Grantor's Adjoining Property is ever sold or otherwise alienated from the ownership of the Grantor;

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

### AGREEMENT

1. **GRANT OF NON-EXCLUSIVE EASEMENT:** Grantor does hereby grant to the Sanitation Zone, an easement over that portion of Grantor's 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, for ingress and egress to inspect such private sewer lines and appurtenances ("Sewer Lines") as Grantor shall from time to time elect for conveying sewage and other equipment for use in connection with said sewer lines and appurtenances within the Easement Area, together with the right of ingress to and egress from the Easement Area along route or routes over Grantor's Property as shall occasion the least inconvenience to Grantor. Inspection activities shall include, but not be limited to, taking measurements and samples, making and recording observations through various means, and conducting tests of all aspects of the Sewer Lines and surrounding environment.

Grantor shall not be responsible for the cost of recording this Agreement.

2. **FURTHER DESCRIPTION OF EASEMENT OVER GRANTOR'S PROPERTY:** The easement granted over the Easement Area is a perpetual easement and right-of-way for the purposes described herein. The easement does not confer any responsibility or liability on the Agency or Zone for any hazardous materials, hazardous substances, or hazardous waste, as those terms are defined in any Federal, state or local law.

3. **TERM:** The easement granted herein shall continue indefinitely.

4. **INDEMNIFICATION:** Grantor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release Agency, 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 Grantor, arising out of or in connection with this Agreement, whether or not there is concurrent negligence on the part of Agency but excluding liability due to the active negligence or willful misconduct of Agency. 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 Grantor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5. **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.

6. **IMMEDIATE ACCESS:** Grantor hereby grants permission to Agency, acting through its duly authorized agents, representatives, or contractors, to enter upon that portion of Grantor's property needed in order to undertake the inspection activities referred to herein. It is understood that Grantor does not waive liability of Agency or Zone or Agency's contractor for injury to person or property arising out of negligence in conducting such activities.

7. **FUTURE EASEMENT:** In the event that Grantor should ever sell or otherwise alienate Grantor's Property from the ownership of the Grantor, Grantor shall reserve easement rights over the Easement Area sufficient to permit Grantor, and Grantor's successors in interest to Grantor's Adjoining Property that are necessary to maintain, access, repair, or replace the Sewer Lines within the Easement Area. In the event that Grantor should ever sell or otherwise alienate Grantor's Adjoining Property from the ownership of the Grantor, Grantor also shall grant easement rights over the Easement Area sufficient to permit Grantor's successors in interest to Grantor's Adjoining Property necessary to maintain, access, repair, or replace Sewer Lines within the Easement Area.

8. **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, except that the requirements in Paragraph 7 concerning the grant or reservation of easement rights shall apply only to the Grantor executing this Agreement.

9. **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.

10. **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 easement agreement.

11. **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.

12. **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 easement conveyed herein to the Agency, and (c) no other party has any legal or equitable claim to or interest in the Property.

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

Grantor:

By:

  
Frank Bell  
Community Manager

Date:

10/6/2017


By:

Date:

**Sonoma County Water Agency:**

Executed by the Sonoma County Water Agency this 31<sup>st</sup> day of October, 2017, pursuant to authority granted by Resolution No. 10-0140a dated February 24, 2010:

By:

  
Grant Davis Michael Thompson  
General Manager

Date:

10/31/2017

Approved as to Form:

By:

  
Lesley Pak Adam Brand  
Deputy County Counsel

Date:

10-27-17

**Exhibit A**

**Legal Description**

**"Easement Area"**

All that certain Real Property situated within the County of Sonoma, State of California and being more particularly described as follows:

Lying within Lot 2 "Common Area" as shown upon that certain map entitled The Sea Ranch No. 36-A filed in Book 396 of Maps, pages 1 and 2, Sonoma County Records and being more particularly described as follows:

Being a strip of land 15.00 feet in width, lying 7.5 feet to the left and to the right looking in the direction of the traverse, measured at right angles to the following described centerline, the sidelines of said easement to be lengthened or shortened to terminate at the northeasterly boundary of said Lot 2, said centerline being more particularly described as follows:

Commencing at the Southeasterly corner of the said Lot 2, said corner also being the Southwesterly corner of Parcel 1 as shown upon that certain Parcel map entitled the Sea Ranch No. 18-A filed in Book 133 of Maps, page 3, Sonoma County records; thence Northerly along boundary common to said Lot 2 and Parcel 1, North  $41^{\circ} 34' 00''$  West, 509.00 feet to the point of beginning for the herein described centerline; thence leaving said common line South  $87^{\circ} 49' 58''$  West, 125.51 feet; thence North  $69^{\circ} 28' 02''$  West, 388.96 feet; thence on a tangent curve to the left with a radius of 750.00 feet, through an angle of  $13^{\circ} 05' 24''$ , for a distance of 171.35 feet; thence North  $82^{\circ} 33' 27''$  West, 26.76 feet to the point of termination of said centerline, said point being at the center of an existing sanitary sewer cleanout that bears South  $35^{\circ} 29' 27''$  East, 9.0 feet from the Southeasterly corner of lot No. 12 of the aforescribed map of the Sea Ranch No. 36-A.

Area contains 10,689 square feet, more or less.

Ptn. A.P.N. 156-620-024

Basis of bearings: Map of the Sea Ranch Unit 36-A, filed in Book 396 of Maps, pages 1 and 2, Sonoma County Records.

Gary Spierings, PLS 8082



# EXHIBIT 'A-1'

PLAT TO ACCOMPANY  
LEGAL DESCRIPTION

"GRANTOR'S ADJOINING PROPERTY"  
PARCEL 1 "COMMON AREA"  
PARCEL MAP NO.1422

THE SEA RANCH NO. 18-A  
133 MAPS 3

A.P.N. 156-550-004  
S41°34'00"E  
A.P.N. 156-620-024

"GRANTOR'S PROPERTY"  
LOT 2

"COMMON AREA"  
THE SEA RANCH NO. 36-A  
396 MAPS 2

$\Delta = 13'05.24"$   
 $R = 750.00'$   
 $L = 171.35'$

S35°29'27"E  
9.0' (TIE)

SSCO (EX.)

THE SEA  
RANCH NO.36A  
LOT 12

S82°33'27"E  
26.76'

POINT OF  
TERMINATION

POINT OF  
BEGINNING

509.00'  
P.O.C.

S41°34'00"E

S87°49'58"W  
125.51'

"EASEMENT AREA"

388.96'

N69°28'02"W

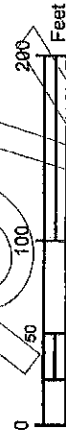
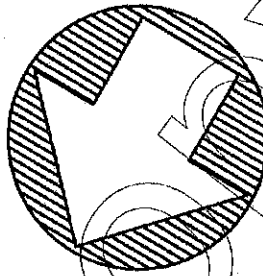
15.0' WIDE

CENTERLINE

A.P.N. 156-620-024

A.P.N. 156-650-006

A.P.N. 156-620-024



THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.  
ANY ERRORS OR OMISSIONS ON THIS EXHIBIT  
SHALL NOT AFFECT THE LEGAL DESCRIPTION.

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### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the sewer dedication and easement agreement dated October 31, 2017, from **The Sea Ranch Association, a California Corporation** to 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, acting on behalf of the Sea Ranch Sanitation Zone, is 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: 10/31/2017

  
Grant Davis Michael Thompson  
General Manager

\*\*\*\*\*

Unofficial

DOC #2017084531 Page 8 of 9  
**CALIFORNIA CERTIFICATE OF 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 Sonoma )

On October 6, 2017 before me, Lynn R Bailey, Notary Public  
(here insert name and title of the officer)

personally appeared Francis Murdoch Bell, Jr

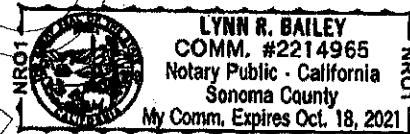
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

Lynn R Bailey



(Seal)

**Optional Information**

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

**Description of Attached Document**

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Sewer Lateral

Access Agreement  
containing 7 pages, and dated Oct. 6, 2017

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s)

Title(s)

- ☒ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other:

representing:

Name(s) of Person(s) or Entity(ies) Signer is Representing

**Additional Information**

**Method of Signer Identification**

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

**Other**

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐



THE SEA RANCH ASSOCIATION 2009-2010 BOARD OF DIRECTORS

RESOLUTION NO. 318

BUSINESS AUTHORITY OF THE COMMUNITY MANAGER

Adopted on February 27, 2010

WHEREAS, John R. Fox is no longer The Sea Ranch Association Community Manager The Sea Ranch Board of Directors hereby rescinds Resolution No. 242 titled Giving Business Authority to the Community Manager; and

WHEREAS, a business need will arise to define and give authority to Francis M. Bell, The Sea Ranch Association's newly appointed Community Manager.

NOW THEREFORE, BE IT RESOLVED, that Francis M. Bell will become the Chief Executive Officer and Community Manager of The Sea Ranch Association on March 23, 2010 and, as such, is authorized to act of behalf of The Sea Ranch Association and The Sea Ranch Water Company in all official capacities that may be required of an agent of this corporation. This authority includes, but is not limited to, signing legal and other official documents, contracts and bank instruments as may be required for the normal operation of business.

Motion by: Director Jordan

Vote: Ayes: 7

Second by: Director Retzer

Nays: 0

Excused: 0

Abstention: 0

Action taken: Adopted

Signed: 

Chair Board of Directors

Date: 2/27/2010

