

## ACQUISITION AGREEMENT

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This Acquisition Agreement (“Agreement”) is entered into on \_\_\_\_\_, by and between the City of Santa Rosa, a municipal corporation (“CITY”) and the Santa Rosa High School District (“GRANTOR”).

### RECITALS

- A. Grantor owns that certain real property located at 1250 Hahman Drive and 0 Hoen Avenue, Santa Rosa, California identified as **Assessor’s Parcel Numbers 014-010-001 and 014-251-010**, respectively (collectively, “Grantor’s Property”).
- B. City wishes to purchase the following: (i) two (2) perpetual easements as more particularly described and depicted in **Exhibit A** and **Exhibit B** attached hereto and incorporated herein by reference (collectively, the “Easements”); and (ii) a sixty-one (61) day temporary construction easement from June 8, 2026, to August 7, 2026 over TCE Area 1 (4,659 square feet) and TCE Area 2 (34,788 square feet), as more particularly depicted in **Exhibit A-1**, attached hereto and incorporated herein by reference (the “TCE”), all in accordance with the terms of this Agreement as set forth herein. The Easements and the TCE are hereinafter referred to collectively as the “Subject Property”.

Now, therefore, the parties agree as follows:

- 1. **GRANTOR’S PROPERTY TO BE CONVEYED:** GRANTOR agrees to sell and CITY agrees to purchase from GRANTOR on the terms set forth in this Agreement the Subject Property as described above.
- 2. **ACCEPTANCE OF DEEDS:** Upon receipt of the perpetual easements and temporary construction easement, which are attached hereto and incorporated herein by reference, conveying each portion of the above described Subject Property, as applicable, (collectively the “Deeds”), duly executed and acknowledged, and subject to the terms and conditions of this Agreement, CITY shall execute an acceptance of each Deed.
- 3. **COMPENSATION:** CITY shall:
  - A. Pay the following for the Subject Property (collectively, the “Purchase Price”): (i) \$179,258.00 for the easements; and (ii) \$10,899.00 for the sixty-one (61) day TCE for a sum total of **\$190,157.00** as full and just compensation. The Purchase Price for the Subject Property includes payment for any and all improvements removed and not replaced thereon
  - B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- 4. **PUBLIC PURPOSE:** CITY requires the Subject Property to be appropriated for public

use, for the **Rock Creek and Matanzas Water and Sewer Main Replacement Project (City of Santa Rosa Project Identification Number C02290)** for which the CITY may exercise the power of eminent domain. CITY and GRANTOR recognize the expense, time, effort and risk for both CITY and GRANTOR in resolving a dispute over just compensation for the Subject Property by eminent domain litigation. The parties further recognize that the compensation set forth herein for the Subject Property constitutes a compromise and settlement in lieu of litigation.

**5. CONSTRUCTION OF PROJECT:** City shall be responsible for any damage to GRANTOR's Property and shall assure restoration of the Property following completion of construction of the Rock Creek and Matanzas Water and Sewer Main Replacement Project, subject to improvements installed as part of the project. City shall, or shall cause its contractor for the project, to indemnify and hold GRANTOR, its agents, officers and employees, harmless and free from any liability by reason of injury or death to persons, or injury to property, resulting from or arising out of the construction of the Project. This provision shall survive the close of escrow for conveyance of the real property interests identified herein. City agrees to coordinate with GRANTOR prior to utilizing the Easements or accessing the Subject Property and to act in good faith to minimize any disruption to school activities.

**6. RIGHT OF POSSESSION AND USE OF EASEMENTS AND TCE:**

A. It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the Easements and TCE by CITY, including the right to remove the existing improvements, if any, and to construct the proposed improvements and the work necessary to complete same, shall commence on the date that the Deeds are recorded and that the compensation amount shown above includes, but is not limited to full payment for such possession and use, including damages, if any, from said date.

**7. RESERVED:**

**8. ESCROW:**

A. This transaction shall be handled through an escrow with First American Title Company (hereinafter referred to as the "Title Company"). Within five (5) days after this Agreement is executed by CITY and GRANTOR, GRANTOR shall complete, execute and deliver to escrow holder (i) an affidavit executed by GRANTOR certifying that GRANTOR is not a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3), and meeting the requirements of Internal Revenue Code Section 1445(b)(2), and (ii) an original Withholding Exemption Certificate (California Form 590 or 590-RE, as applicable), fully executed by GRANTOR as required by the California Taxation and Revenue Code, certifying that GRANTOR is not subject to tax withholding under applicable California law. GRANTOR shall also deliver the fully executed Deeds to the Title Company. GRANTOR shall not be deemed to have delivered the Deeds to CITY and CITY shall not be deemed to have accepted delivery

of the Deeds until such time as the Deeds are recorded in the Official Records of Sonoma County, California in accordance with the written terms and conditions of this Agreement.

- B. Upon receipt of the above documents, and receipt of the necessary funds from CITY, the Title Company shall record the Deeds in the Official Records of Sonoma County, California and deliver the Purchase Price to GRANTOR, less amounts necessary to place title in the condition required by this Agreement and any other amounts identified by CITY in accordance with Section 3(C) above. When title to the Subject Property vests in CITY, title shall be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). The Title Policy shall be in the amount of the Purchase Price, showing title to the Subject Property vested in CITY. The ability of the Title Company to issue the Title Policy shall be a condition precedent to CITY's obligations under this Agreement and the close of escrow.
- C. The escrow for this transaction shall close **within forty-five (45) days** from the execution of this Agreement by all parties, subject to the above requirements and conditions to closing.

- 9. TRUST DEED(S) AND MORTGAGE PAYMENT:** Any or all monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust. This provision applies as to GRANTOR only and does not, nor shall be construed to, create in CITY any duty or obligation in connection with the subject matter hereof.
- 10. 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.
- 11. NOTIFICATION:** In the event GRANTOR sells, conveys, or assigns any of Grantor's Property interests encumbered by this Agreement, GRANTOR shall notify the successor or assignee of the rights and obligations of both parties as included herein.
- 12. 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 Deeds.
- 13. ENTIRE AGREEMENT:** The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Subject Property and shall relieve CITY of any further obligation to GRANTOR. Except as limited by section 5 above, GRANTOR shall make no claim for further compensation for the

acquisition or on account of the construction of the proposed public improvements in the manner proposed, including, but not limited to, claims arising out of the location of the improvements or changes in grade, and waives any and all rights and benefits in connection therewith which GRANTOR now has or in the future may have per Section 1542 of the Civil Code of the State of California (or similar statute or common law principles) which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

14. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.
15. **GOVERNING LAW AND VENUE:** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.
16. **AUTHORITY AND EXECUTION:** Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and that such entity has obtained all necessary approvals and has taken all necessary action to authorize this transaction and that such entity has the full right and authority to enter into this Agreement and perform all of its obligations hereunder.
17. **CAPTIONS:** The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered nor referred to in resolving questions of interpretation.
18. **REQUIRED ACTIONS:** Each party agrees to execute such instruments and documents and to undertake such actions as may be reasonably required in order to consummate the purchase and sale contemplated by this Agreement.
19. **SIGNATURES REQUIRED/COUNTERPARTS.** This Agreement shall have no force or effect whatsoever unless and until it has been executed by CITY and GRANTOR. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both CITY and GRANTOR wish to permit this Agreement to be electronically signed in accordance with applicable federal and

California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. CITY reserves the right to reject any digital signature that cannot be positively verified by CITY as an authentic electronic signature.

**20. AMENDMENT:** This Agreement shall not be modified or amended except by an instrument in writing executed by each of the parties hereto.

Attachments:

Perpetual Easement and Exhibits A and B (portion of APNs **014-010-001 and 014-251-010**)

Exhibit A – Legal description of Easement

Exhibit B – R Sheet of Easement

Perpetual Easement and Exhibits A and B (portion of APN **014-010-001**)

Exhibit A – Legal description of Easement

Exhibit B – R Sheet of Easement

Temporary Construction Easement and Exhibit (portion of APNs **014-010-001 and 014-251-010**)

Exhibit A-1- Depiction of TCE Area1 and TCE Area 2

[SIGNATURES ON FOLLOWING PAGE]

**GRANTOR:** Santa Rosa High School District

Dated: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Dated: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

**CITY OF SANTA ROSA:**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Office of the City Attorney

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of Santa Rosa  
Department of Planning & Economic Development  
Engineering Development Services  
100 Santa Rosa Ave, Room 5  
Santa Rosa, CA 95404

FREE RECORDING – GOVERNMENT CODE 27383  
R&T 11922 DEED TO PUBLIC AGENCY, -0- TRANSFER TAX DUE

**EASEMENT DEED**

SANTA ROSA HIGH SCHOOL DISTRICT

GRANTS TO

THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION (“Grantee”):

A perpetual easement for a public waterline, with a right of immediate entry and with continued possession and access for the purpose of construction, improvement, maintenance, repairs, operation, and replacement of a public waterline and its attendant infrastructure as the City of Santa Rosa may choose to make in, upon, over, across, through and under that certain real property situated in the City of Santa Rosa, County of Sonoma, State of California, as more particularly described and depicted on EXHIBIT “A” and EXHIBIT “B” ATTACHED (the “Easement Area”).

Together with the right to trim, cut and clear away or otherwise control any tree or brush, and to deposit tools, implements and other materials thereon by said City of Santa Rosa, its officers, agents and employees and by any contractor, his agents and employees engaged by said City, whenever and wherever necessary for the purposes set forth above.

In the event Grantee, its contractors, agents, or employees disturb the surface of the Easement Area in connection with the inspection, maintenance, repair, replacement, or operation of the underground pipeline, Grantee shall, at its expense, make commercially reasonable efforts to restore the affected portion of the Property to substantially the same condition that existed immediately prior to such disturbance, ordinary wear and tear and acts of nature excepted.

By executing this Easement Deed, to which exhibits are attached, I/We, as owner(s) of the land shown hereon, do hereby state that I/We am/are the only person(s) whose consent is necessary to pass clear title to said land.

**REFERENCE: R-5746**

**A portion of A.P.N. 014-010-001, 014-251-010**

Santa Rosa High School District

Date \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Date \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

[continues on following page]

DRAFT

NOTARY PUBLIC CERTIFICATE

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 by my hand and official seal,

\_\_\_\_\_

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed herein is hereby accepted by order of the Council of the City of Santa Rosa pursuant to Council Resolution/Ordinance No. 2553 Dated January 21, 2003, and grantee consents to recordation thereof by its duly authorized officer.

CITY OF SANTA ROSA,  
A Municipal Corporation

By: \_\_\_\_\_

Dated: \_\_\_\_\_

EXHIBIT A  
PUBLIC WATERLINE EASEMENT

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LANDS OF CITY OF SANTA ROSA HIGH SCHOOL DISTRICT AS DESCRIBED BY RESOLUTION RECORDED IN BOOK 1386 AT PAGE 441, OFFICIAL RECORDS OF SONOMA COUNTY, AND BY RESOLUTION RECORDED IN BOOK 1400 AT PAGE 159, OFFICIAL RECORDS OF SONOMA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF SANTA ROSA COORDINATE MONUMENT G-280, A FOUND 2.5" BRASS DISK WITH PUNCH IN A MONUMENT WELL ON THE CENTERLINE OF FARMERS LANE, FROM WHICH CITY OF SANTA ROSA COORDINATE MONUMENT G-281, A FOUND 3" BRASS DISK WITH PUNCH IN A MONUMENT WELL ON THE CENTERLINE OF FARMERS LANE BEARS SOUTH 02°26'29" WEST 713.11 FEET; THENCE NORTH 82°41'52" EAST 548.26 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HAHMAN DRIVE AND THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 87°23'15" EAST 578.68 FEET; THENCE SOUTH 42°23'15" EAST 168.31 FEET; THENCE SOUTH 02°36'45" WEST 142.84 FEET; THENCE NORTH 87°23'15" WEST 7.18 FEET; THENCE SOUTH 02°36'45" WEST 15.00 FEET; THENCE SOUTH 87°23'15" EAST 7.18 FEET; THENCE SOUTH 02°36'45" WEST 375.74 FEET; THENCE NORTH 87°23'15" WEST 6.59 FEET; THENCE SOUTH 02°36'45" WEST 15.00 FEET; THENCE SOUTH 87°23'15" EAST 6.59 FEET; THENCE SOUTH 02°36'45" WEST 242.99 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HOEN AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 65°38'58" EAST 16.15 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 02°36'45" EAST 803.76 FEET; THENCE NORTH 42°23'15" WEST 180.73 FEET; THENCE NORTH 87°23'15" WEST 180.17 FEET; THENCE NORTH 02°36'45" EAST 4.32 FEET; THENCE NORTH 87°23'15" WEST 15.00 FEET; THENCE SOUTH 02°36'45" WEST 4.32 FEET; THENCE NORTH 87°23'15" WEST 389.18 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HAHMAN DRIVE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, SOUTH 02°36'45" WEST 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 23,581 SQUARE FEET MORE OR LESS

**BASIS OF BEARINGS:** BETWEEN CITY OF SANTA ROSA COORDINATE MONUMENTS G-280 (N=1923112.406, E=6364864.619) AND G-281 (N=1922399.983, E=6364834.243) SOUTH 02°26'29" WEST. NAD 83 - ZONE 2 - EPOCH 2010.00.

APN: 014-010-001 PORTION  
APN: 014-251-010 PORTION

R-SHEET NO. 5746

DATE: JUNE 22, 2022

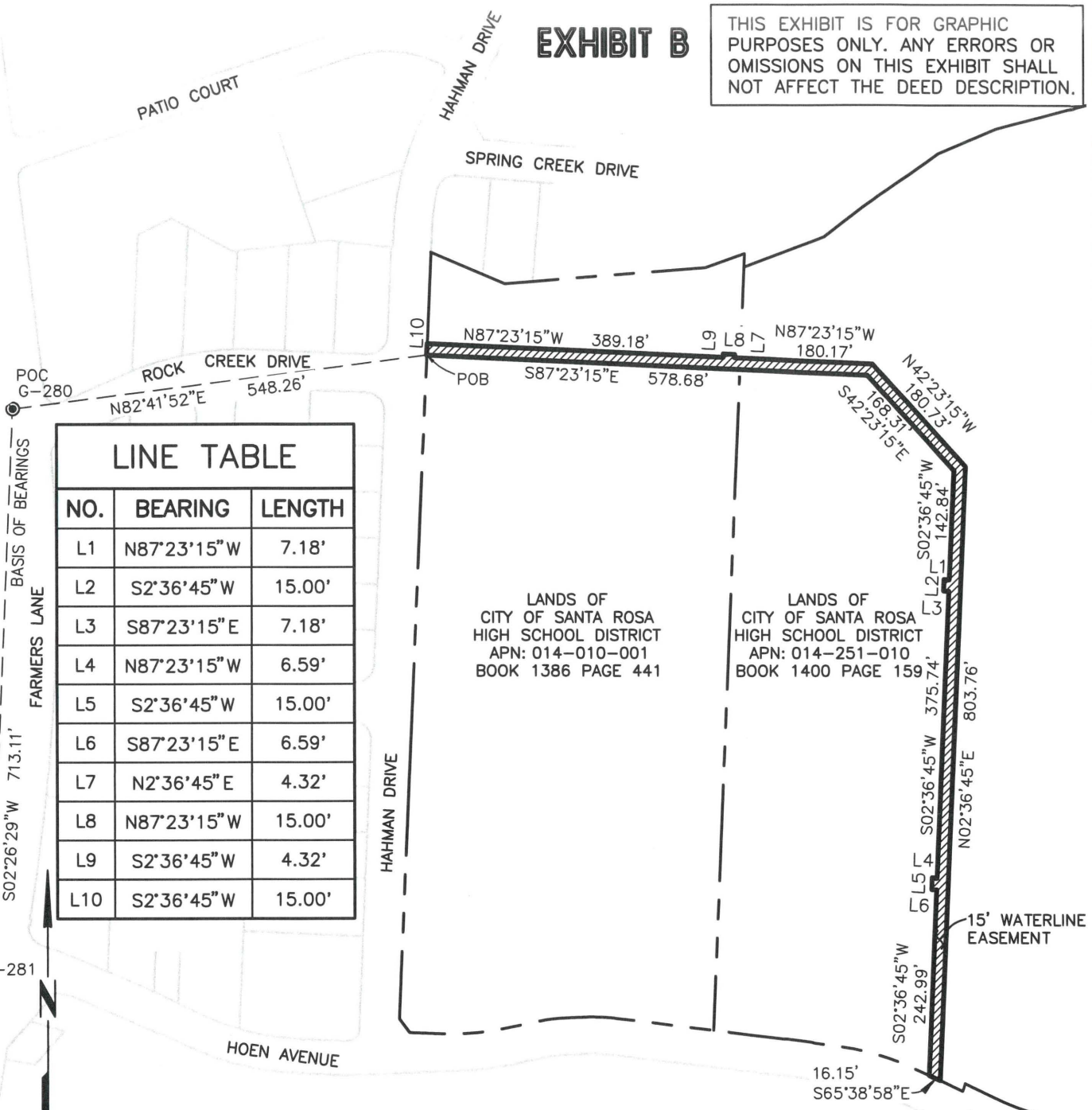
PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS

JOB NO.: 4698.00



# EXHIBIT B

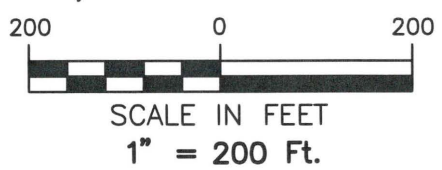
THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.



LINE TABLE		
NO.	BEARING	LENGTH
L1	N87°23'15"W	7.18'
L2	S2°36'45"W	15.00'
L3	S87°23'15"E	7.18'
L4	N87°23'15"W	6.59'
L5	S2°36'45"W	15.00'
L6	S87°23'15"E	6.59'
L7	N2°36'45"E	4.32'
L8	N87°23'15"W	15.00'
L9	S2°36'45"W	4.32'
L10	S2°36'45"W	15.00'

LANDS OF  
CITY OF SANTA ROSA  
HIGH SCHOOL DISTRICT  
APN: 014-010-001  
BOOK 1386 PAGE 441

LANDS OF  
CITY OF SANTA ROSA  
HIGH SCHOOL DISTRICT  
APN: 014-251-010  
BOOK 1400 PAGE 159



- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- G-280 CITY OF SANTA ROSA COORDINATE MONUMENT WITH 2.5" BRASS DISK AND PUNCH
- G-281 CITY OF SANTA ROSA COORDINATE MONUMENT WITH 3" BRASS DISK AND PUNCH

AUTHORITY: TRANSPORTATION AND PUBLIC WORKS PID 2290

<b>OWNER AND MAILING ADDRESS</b> CITY OF SANTA ROSA HIGH SCHOOL DISTRICT 211 RIDGEWAY AVE. SANTA ROSA, CA 95401	<b>PROPERTY AREAS</b> (BOTH APN's) <b>ORIGINAL</b> 1,463,000 SQ.FT. APPROX. <b>TAKE</b> 23,581 SQ.FT.± <b>REMAINDER</b> 1,439,000 SQ.FT. APPROX.	<b>CITY OF SANTA ROSA</b>	
		PUBLIC WATERLINE EASEMENT CITY OF SANTA ROSA HIGH SCHOOL DISTRICT TO CITY OF SANTA ROSA	
<b>A.P. No.</b> 014-010-001; 014-251-010 <b>O.R. No.</b> 1386 O.R. 441 <b>O.R. No.</b> 1400 O.R. 159	<b>CITY ACQUISITION DEED</b> <b>O.R. No.</b>	<b>SCALE:</b> 1" = 200' <b>DATE:</b> 06/22/2022	<b>FILE No.</b> R. 5746
		DWN. TR CHK. BB	APPROVED 

TAB: WaterlineEasement  
 bryant \4698\map\4698.00 R-Sheet.dwg  
 06-22-22

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of Santa Rosa  
Department of Planning & Economic Development  
Engineering Development Services  
100 Santa Rosa Ave, Room 5  
Santa Rosa, CA 95404

FREE RECORDING – GOVERNMENT CODE 27383  
R&T 11922 DEED TO PUBLIC AGENCY, -0- TRANSFER TAX DUE

**EASEMENT DEED**

SANTA ROSA HIGH SCHOOL DISTRICT

GRANTS TO

THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION (“Grantee”):

A perpetual easement for a public waterline, with a right of immediate entry and with continued possession and access for the purpose of construction, improvement, maintenance, repairs, operation, and replacement of a public waterline and its attendant infrastructure as Grantee may choose to make in, upon, over, across, through and under that certain real property situated in the City of Santa Rosa, County of Sonoma, State of California, as more particularly described and depicted on EXHIBIT “A” and EXHIBIT “B” ATTACHED (the “Easement Area”).

Together with the right to trim, cut and clear away or otherwise control any tree or brush, and to deposit tools, implements and other materials thereon by said City of Santa Rosa, its officers, agents and employees and by any contractor, his agents and employees engaged by Grantee, whenever and wherever necessary for the purposes set forth above.

In the event Grantee, its contractors, agents, or employees disturb the surface of the Easement Area in connection with the inspection, maintenance, repair, replacement, or operation of the underground pipeline, Grantee shall, at its expense, make commercially reasonable efforts to restore the affected portion of the Property to substantially the same condition that existed immediately prior to such disturbance, ordinary wear and tear and acts of nature excepted.

By executing this Easement Deed, to which exhibits are attached, I/We, as owner(s) of the land shown hereon, do hereby state that I/We am/are the only person(s) whose consent is necessary to pass clear title to said land.

**REFERENCE: R-5747**

**A portion of A.P.N. 014-010-001**

Santa Rosa High School District

Date \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Date \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

[continues on following page]

DRAFT

NOTARY PUBLIC CERTIFICATE

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 by my hand and official seal,

\_\_\_\_\_

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed herein is hereby accepted by order of the Council of the City of Santa Rosa pursuant to Council Resolution/Ordinance No. 2553 Dated January 21, 2003, and grantee consents to recordation thereof by its duly authorized officer.

CITY OF SANTA ROSA,  
A Municipal Corporation

By: \_\_\_\_\_

Dated: \_\_\_\_\_

EXHIBIT A  
PUBLIC WATERLINE EASEMENT

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LANDS OF CITY OF SANTA ROSA HIGH SCHOOL DISTRICT AS DESCRIBED BY RESOLUTION RECORDED IN BOOK 1386 AT PAGE 441, OFFICIAL RECORDS OF SONOMA COUNTY, DESCRIBED AS FOLLOWS:

A 15-FOOT-WIDE PUBLIC WATERLINE EASEMENT LYING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT CITY OF SANTA ROSA COORDINATE MONUMENT G-281, A FOUND 3" BRASS DISK WITH PUNCH IN A MONUMENT WELL AT THE CENTERLINE INTERSECTION OF FARMERS LANE AND HOEN AVENUE FROM WHICH CITY OF SANTA ROSA COORDINATE MONUMENT G-280, A FOUND 2.5" BRASS DISK WITH PUNCH IN A MONUMENT WELL ON THE CENTERLINE OF FARMERS LANE BEARS NORTH 02°26'29" EAST 713.11 FEET; THENCE SOUTH 84°05'51" EAST 815.78 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HOEN AVENUE AND THE **TRUE POINT OF BEGINNING** OF THE LINE HEREIN DESCRIBED; THENCE LEAVING SAID POINT OF BEGINNING, NORTH 02°37'14" EAST 139.57 FEET; THENCE NORTH 25°06'47" EAST 62.17 FEET TO THE POINT OF TERMINATION. THE SOUTHERLY SIDELINES SHALL BE LENGTHENED OR SHORTENED TO TERMINATE ON THE NORTHERLY RIGHT OF WAY LINE OF HOEN AVENUE.

CONTAINING AN AREA OF 3,026 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS: SOUTH 02°26'29" WEST BETWEEN CITY OF SANTA ROSA COORDINATE MONUMENTS G-280 (N=1923112.406, E=6364864.619) AND G-281 (N=1922399.983, E=6364834.243) NAD 83 - ZONE 2 - EPOCH 2010.00.

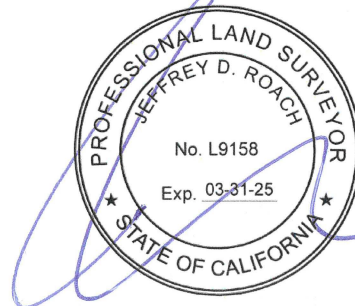
APN: 014-010-001 (PORTION)

R-SHEET NO. 5747

DATE: JULY 30, 2024

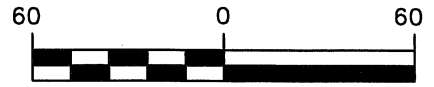
PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS

JOB NO.: 4698.00



# EXHIBIT B

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

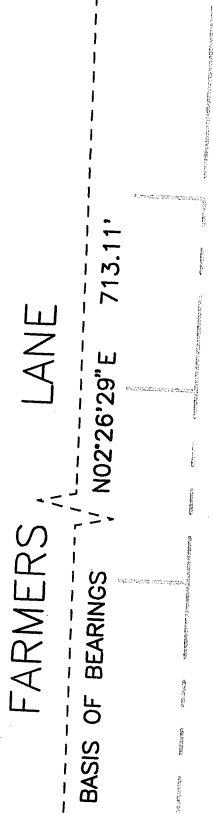


SCALE IN FEET  
1" = 60 Ft.

LANDS OF  
CITY OF SANTA ROSA HIGH SCHOOL DISTRICT

APN: 014-010-001  
1386 O.R. 441

G-280  
CITY OF SANTA ROSA COORDINATE MONUMENT  
2.5" BRASS DISK WITH PUNCH



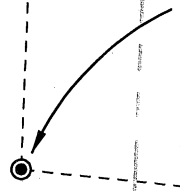
HAHMAN DRIVE

FARMERS LANE

N02°26'29"E 713.11'

BASIS OF BEARINGS

G-281  
CITY OF SANTA ROSA COORDINATE MONUMENT  
3" BRASS DISK WITH PUNCH  
POINT OF COMMENCEMENT



POINT OF TERMINATION

N25°06'47"E 62.17'

NEW 15' WIDE PUBLIC WATERLINE EASEMENT

N02°37'14"E 139.57'

SURVEY TIE  
S84°05'51"E 815.78'

POINT OF BEGINNING  
CENTERLINE 15' WIDE PUBLIC WATERLINE EASEMENT

HOEN AVENUE

AUTHORITY: TRANSPORTATION AND PUBLIC WORKS PID 2290

OWNER AND MAILING ADDRESS		PROPERTY AREAS		CITY OF SANTA ROSA	
CITY OF SANTA ROSA HIGH SCHOOL DISTRICT 211 RIDGEWAY AVE. SANTA ROSA, CA 95401		ORIGINAL	9.32 AC±	15' PUBLIC WATERLINE EASEMENT CITY OF SANTA ROSA HIGH SCHOOL DISTRICT TO CITY OF SANTA ROSA	
A.P. No. 014-010-001		WATERLINE EASEMENT	3,026 SQ.FT.±	SCALE: 1" = 60'   DATE: 7/30/2024	
O.R. No. 1386 O.R. 441		CITY ACQUISITION DEED		DWN. JR CHK. BB	APPROVED <i>[Signature]</i>
O.R. No.		O.R. No.		FILE No. R. 5747	

TAB: WaterlineCase2  
rooch \4698\map\4698.00 R-Sheet.dwg  
07-30-24

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of Santa Rosa  
Department of Planning & Economic Development  
Engineering Development Services  
100 Santa Rosa Ave, Room 5  
Santa Rosa, CA 95404

FREE RECORDING – GOVERNMENT CODE 27383  
R&T 11922 DEED TO PUBLIC AGENCY, -0- TRANSFER TAX DUE

**TEMPORARY CONSTRUCTION EASEMENT DEED**

SANTA ROSA HIGH SCHOOL DISTRICT

GRANTS TO

THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION:

A Temporary Construction Easement for a sixty one (61) day period of time commencing on June 8, 2026, and terminating on August 7, 2026, with a right of immediate entry and access for construction purposes including but not limited to installing of a public waterline and its attendant infrastructure in connection with the Rock Creek and Matanzas Water and Sewer Main Replacement Project (City of Santa Rosa Project Identification Number 2290) in, upon, over, across, through and under that certain real property situated in the City of Santa Rosa, County of Sonoma, State of California, as more particularly depicted on EXHIBIT "A-1" ATTACHED.

Together with the right to enter upon and to pass and repass over and along said easement and to trim, cut and clear away or otherwise control any tree or brush, and to deposit tools, implements and other materials thereon by said City of Santa Rosa, its officers, agents and employees and by any contractor, his agents and employees engaged by said City, whenever and wherever necessary for the purposes set forth above.

By executing this Temporary Construction Easement Deed, to which exhibits are attached, I/We, as owner(s) of the land shown hereon, do hereby state that I/We am/are the only person(s) whose consent is necessary to pass clear title to said land.

**A portion of A.P.N. 014-010-001, 014-251-010**

Date: \_\_\_\_\_

Santa Rosa High School District

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

[continues on following page]

NOTARY PUBLIC CERTIFICATE

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 by my hand and official seal

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

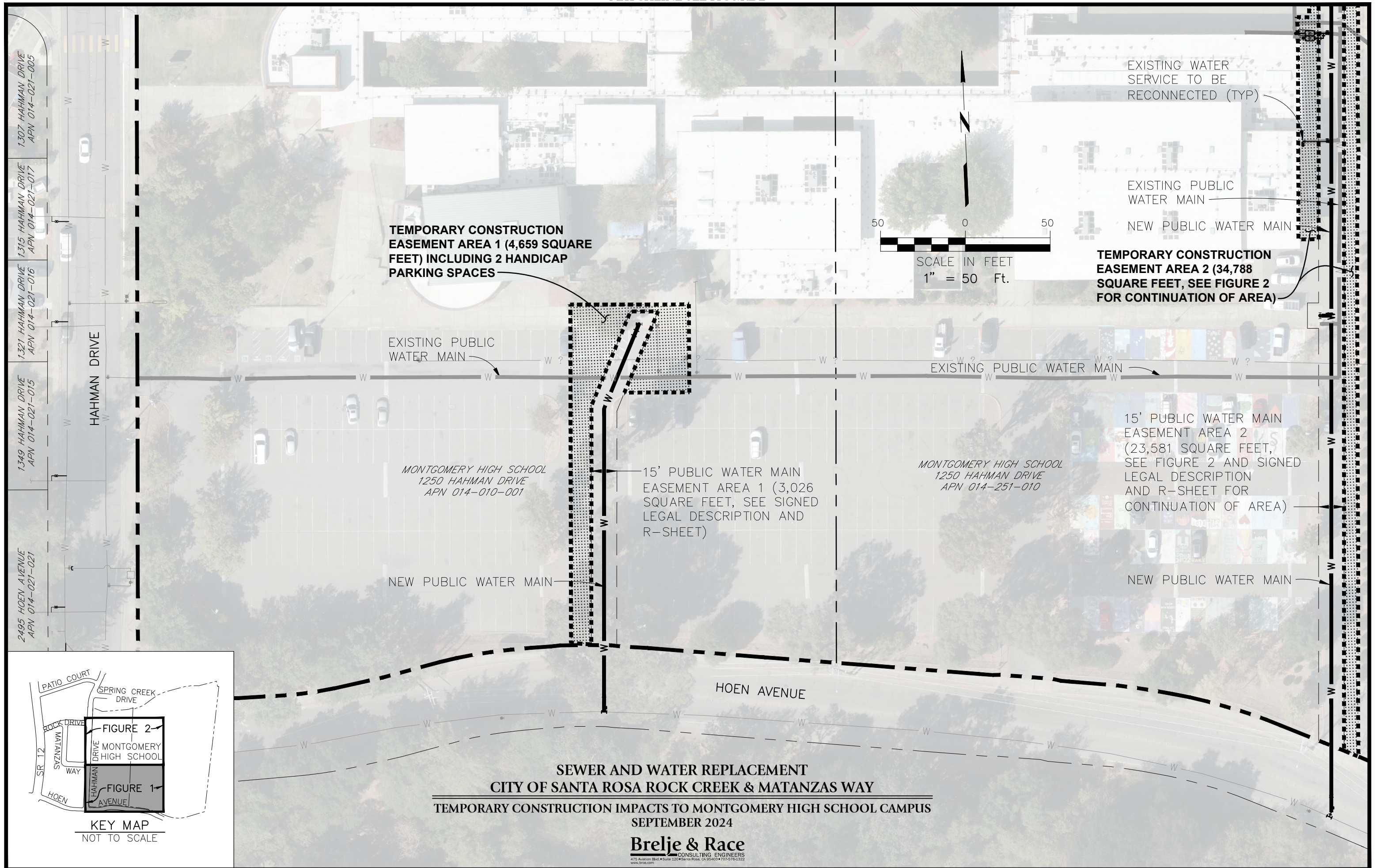
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed herein is hereby accepted by order of the Council of the City of Santa Rosa pursuant to Council Resolution/Ordinance No. 25533 January 21, 2003, and grantee consents to recordation thereof by its duly authorized officer.

CITY OF SANTA ROSA,  
A Municipal Corporation

By: \_\_\_\_\_

Dated: \_\_\_\_\_

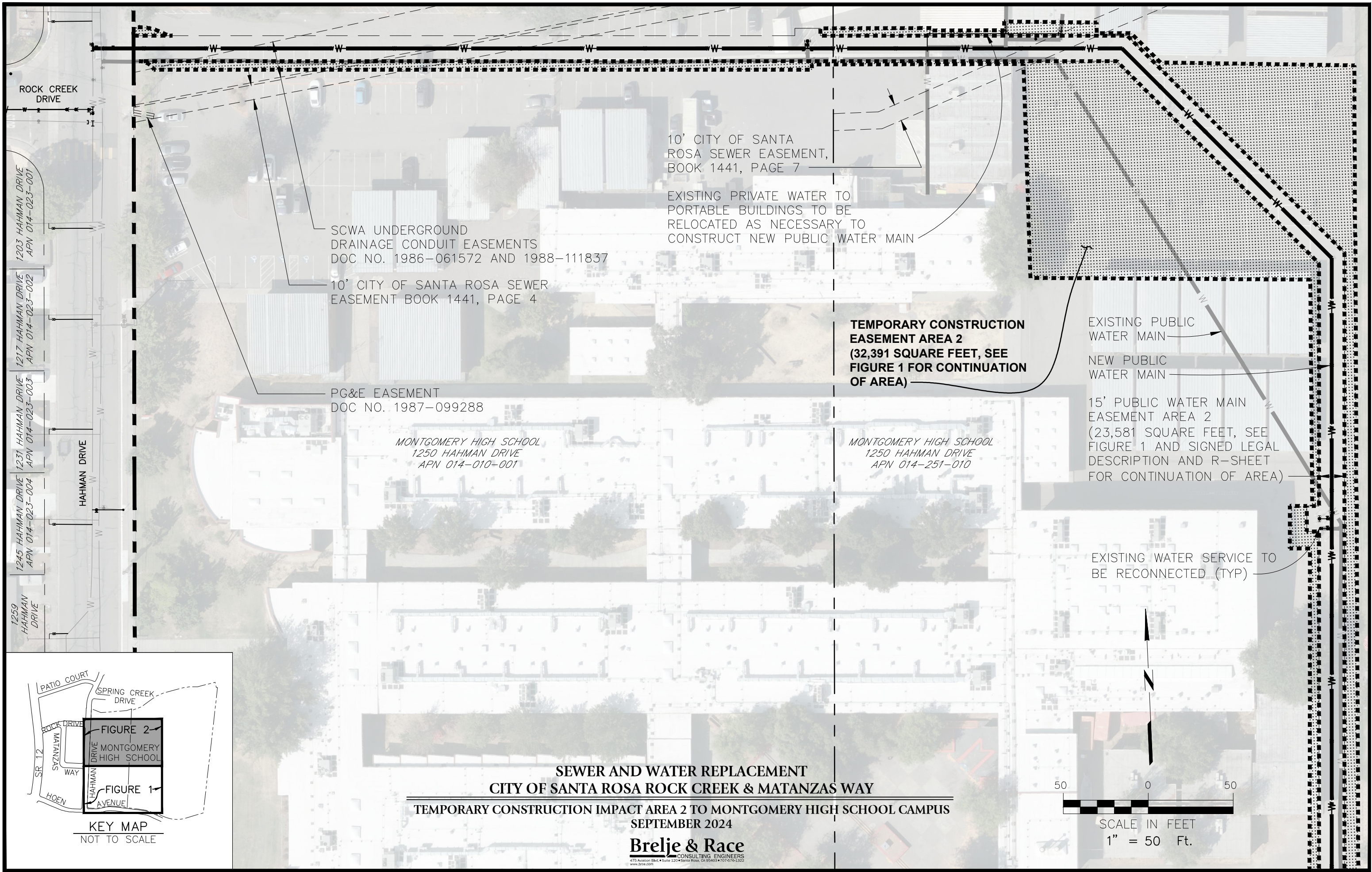


**SEWER AND WATER REPLACEMENT  
CITY OF SANTA ROSA ROCK CREEK & MATANZAS WAY  
TEMPORARY CONSTRUCTION IMPACTS TO MONTGOMERY HIGH SCHOOL CAMPUS  
SEPTEMBER 2024**

**Brelje & Race**  
CONSULTING ENGINEERS  
475 Aviation Blvd. • Suite 120 • Santa Rosa, CA 95403 • 707-576-1322  
www.brce.com

FIGURE 1 - TCE AREA 1 AND A PORTION OF TCE AREA 2

09-17-24 bryant 4698.dwg 4698 00 EXHIBIT A-1 EXHIBIT A-1 Temporary Construction Impacts.dwg TAB: Figure 2 - TCE AREA 2 ONLY



ROCK CREEK DRIVE

1203 HAHMAN DRIVE  
APN 014-023-001

1217 HAHMAN DRIVE  
APN 014-023-002

1231 HAHMAN DRIVE  
APN 014-023-003

1245 HAHMAN DRIVE  
APN 014-023-004

1259 HAHMAN DRIVE

HAHMAN DRIVE

10' CITY OF SANTA ROSA SEWER EASEMENT, BOOK 1441, PAGE 7

EXISTING PRIVATE WATER TO PORTABLE BUILDINGS TO BE RELOCATED AS NECESSARY TO CONSTRUCT NEW PUBLIC WATER MAIN

SCWA UNDERGROUND DRAINAGE CONDUIT EASEMENTS DOC NO. 1986-061572 AND 1988-111837

10' CITY OF SANTA ROSA SEWER EASEMENT BOOK 1441, PAGE 4

PG&E EASEMENT DOC NO. 1987-099288

MONTGOMERY HIGH SCHOOL  
1250 HAHMAN DRIVE  
APN 014-010-001

MONTGOMERY HIGH SCHOOL  
1250 HAHMAN DRIVE  
APN 014-251-010

**TEMPORARY CONSTRUCTION EASEMENT AREA 2 (32,391 SQUARE FEET, SEE FIGURE 1 FOR CONTINUATION OF AREA)**

EXISTING PUBLIC WATER MAIN

NEW PUBLIC WATER MAIN

15' PUBLIC WATER MAIN EASEMENT AREA 2 (23,581 SQUARE FEET, SEE FIGURE 1 AND SIGNED LEGAL DESCRIPTION AND R-SHEET FOR CONTINUATION OF AREA)

EXISTING WATER SERVICE TO BE RECONNECTED (TYP)

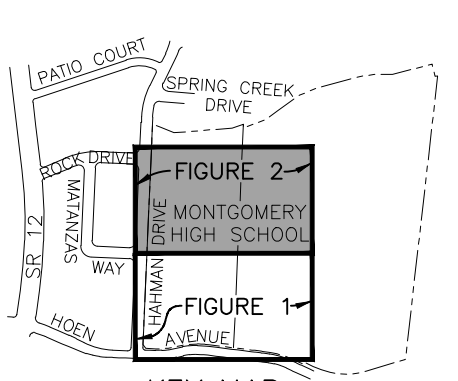
**SEWER AND WATER REPLACEMENT  
CITY OF SANTA ROSA ROCK CREEK & MATANZAS WAY**

**TEMPORARY CONSTRUCTION IMPACT AREA 2 TO MONTGOMERY HIGH SCHOOL CAMPUS  
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www.brelje.com



SCALE IN FEET  
1" = 50 Ft.



KEY MAP  
NOT TO SCALE

MATCHLINE SEE FIGURE 1

FIGURE 2 - A PORTION OF TCE AREA 2 ONLY