

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

County of Sonoma
Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

Recording Fees waived pursuant to Government Code section 6103.
No transfer tax due pursuant to R&T sec. 11922.

**DEED AND AGREEMENT
BY AND BETWEEN
GRANTOR
AND
THE COUNTY OF SONOMA
CONVEYING A WELL MONITORING
EASEMENT**

_____ (“**GRANTOR**”), and
the County of Sonoma, a political subdivision of the State of California (“**COUNTY**”),
agree as follows:

RECITALS

A. **GRANTOR** is the owner of that certain real property located in the
unincorporated area of Sonoma County, California, at:

Assessor’s Parcel No. _____, and more particularly described in Exhibit
“A,” attached hereto and incorporated herein by this reference (hereinafter “the
Property”).

B. According to the **COUNTY’S** Monitoring Guidelines for Large Capacity
Water Wells, project applicants seeking discretionary land use permits for commercial or
industrial projects that will use greater than 0.5 acre feet of groundwater per year must
grant an easement in favor of the **COUNTY** to allow **COUNTY** staff to enter the
property during normal business hours to read the water meter, measure the water level,
and take any other measurements as necessary to determine compliance with permit
conditions.

Pursuant to Sonoma County Code Chapter 26, prior to the **COUNTY’S** issuance
of any zoning permit, minor use permit or conditional use permit for cannabis cultivation
project(s), the project applicant(s) must grant an easement in favor of the **COUNTY** to
allow **COUNTY** staff to access any on-site water well and monitoring well serving the

cannabis cultivation site and to collect water meter readings and groundwater level measurements as necessary to determine compliance with the permit.

C. A Discretionary Use permit, or a Cannabis Cultivation (zoning, minor use or conditional use) permit granted by COUNTY for a

(fill in a brief description of the use), File No. _____ (“the Project”). As a condition of approval of the _____ **Permit, COUNTY** required **GRANTOR** to grant this well monitoring easement (“Easement”).

D. **GRANTOR** acknowledges that this Easement is granted to **COUNTY** in consideration of **COUNTY’S** approval of the _____ **Permit**

EASEMENT

1. **Grant.** **GRANTOR** hereby grants to **COUNTY** and **COUNTY** accepts this Easement over the Property of the nature and character and to the extent hereafter expressed.

2. **Purpose.** The purpose of this Easement is to authorize **COUNTY** staff to enter the Property during normal business hours to read the water meter, measure the water level, and take any other measurements as necessary to determine compliance with the conditions of approval of the **Permit** and applicable provisions of the Sonoma County Code.

3. **Affirmative Rights of County.** **COUNTY** shall have the affirmative right to enter upon the Property during normal business hours to read the water meter, measure the water level, and take other measurements as necessary to determine compliance with the **Permit** and applicable provisions of the Sonoma County Code.

4. **Term.** The term of this Easement shall commence upon the recordation of this Easement and shall continue for so long as the **Permit** remains in effect and the water well supplies water for the Project. Upon the expiration of the term of this Easement, if requested by **GRANTOR**, **COUNTY** shall record an instrument acknowledging such expiration and releasing the Easement.

5. **Costs and Liabilities.** **GRANTOR** agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property, and to defend, indemnify, hold harmless, and release **COUNTY**, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including **GRANTOR**, relating thereto. **GRANTOR** and **COUNTY** intend and agree that **COUNTY** shall have no responsibility whatsoever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of **GRANTOR**, the public, or any third parties from risks relating to conditions on the Property, and **GRANTOR** agrees to defend, indemnify, hold harmless, and release **COUNTY**, its officers, agents, and employees,

from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including **GRANTOR**, relating thereto.

Without limiting the foregoing, **COUNTY** shall not be liable to **GRANTOR** or any other person or entity in connection with any entry upon the Property pursuant to this Easement, or on account of any claim, liability, damage, or expense suffered or incurred by or threatened against **GRANTOR** or any other person or entity, except as such claim, liability, damage, or expense is the result of **COUNTY**'s sole active negligence or sole willful misconduct.

6. **Warranty of Ownership.** **GRANTOR** warrants that she/he is the owner in fee simple of the Property.

7. **Access and Control.** Except as otherwise provided in this Easement, **GRANTOR** retains the exclusive right of access to and control over the Property. Nothing contained in this Easement shall be construed as affording the public a right of access to any portion of the Property or precluding **GRANTOR**'s right to grant access to third parties across the Property, provided that such access is not inconsistent with this Easement.

8. **Amendment.** If circumstances arise under which an amendment or modification of this Easement would be appropriate, **GRANTOR** and **COUNTY** may mutually agree to amend or modify this Easement, provided that any such amendment or modification is in writing and signed by both **GRANTOR** and **COUNTY**, and is consistent with the purpose of this Easement. No amendment or modification of this Easement shall take effect unless and until it is recorded in the office of the Sonoma County Recorder.

9. **Interpretation and Construction.** It is the intention of the parties that this Easement shall be liberally construed to effectuate the purpose of this Easement. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid or unenforceable. If any provision of this Easement is found to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Easement.

10. **Applicable Law and Forum.** This Easement shall be construed and interpreted according to the substantive law of California, excluding the law of conflicts. Any action to enforce the provisions of this Easement or for the breach thereof shall be brought and tried in the County of Sonoma.

11. **Easement to Bind Successors.** Throughout the term of this Easement, this Easement shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running with the Property, and shall be binding upon and inure to the benefit of **GRANTOR**, her/his personal representatives, heirs, successors, and assigns, and all persons claiming by or through them pursuant to California law.

12. **Subsequent Transfers.** **GRANTOR** agrees to incorporate the terms of this Easement in any deed or other legal instrument by means of which any interest in

the Property, including, but not limited to, a leasehold interest, is transferred. The failure of **GRANTOR** to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

13. Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

14. Notices. Any notice, demand, request, or other communication that either party desires or is required to give to the other under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To GRANTOR:

To COUNTY:

Sonoma County Permit and
Resource Management Department
Attn: Planning, Project Review-Health
2550 Ventura Avenue
Santa Rosa, CA 95403

or to such other address as either party from time to time shall designate by written notice to the other. Notice, if mailed, shall be deemed given upon deposit in the United States mail. In all other instances, notice shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the persons to whom notices, demands, requests, or other communications are to be given by giving notice pursuant to this paragraph.

15. Number and Gender. Unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

16. GRANTOR and COUNTY. Wherever used herein, the terms "GRANTOR" and "COUNTY" and any pronoun in place thereof, shall mean and be construed to include the above-named **GRANTOR**, his/her personal representatives, heirs, successors, and assigns, and all persons claiming by or through them pursuant to California law, and the above-named **COUNTY**, its successors and assigns, respectively.

17. Integration. This Easement is the final and complete expression of the agreement between the parties and any and all prior or contemporaneous agreements written or oral are merged into this written instrument.

18. **Execution.** GRANTOR shall execute this Easement, cause the same to be acknowledged, and deliver said executed and acknowledged instrument to COUNTY in such form as to permit its acceptance by COUNTY and recordation in the office of the Sonoma County Recorder.

19. **No Liens, Encumbrances, or Conveyances.** After GRANTOR has executed this Easement, GRANTOR warrants that she/he will not record any lien, encumbrance, or otherwise convey any right, title, or interest in and to the Property until such time as this Easement has been accepted by COUNTY and recorded in the office of the Sonoma County Recorder.

20. **Captions.** The captions in this Easement have been included solely for convenience of reference. They are not a part of this Easement and shall have no effect upon its construction or interpretation.

IN WITNESS WHEREOF, GRANTOR and COUNTY have executed this Easement as set forth below.

GRANTOR:

Dated: _____

By: _____
Print Name and Title:

COUNTY:
County of Sonoma

Dated: _____

By: _____
Tennis Wick, AICP
Director of the Sonoma County Permit and
Resource Management Department