



**SPECIAL MEETING AGENDA
Graton Community Services District (GCS D)
Meeting of the GCS D Board of Directors
Monday, June 1, 2020 at 6:00 PM**

Various Locations- Teleconference Meeting Pursuant to Executive Order N-29-20

Notice of Teleconferenced Meeting

Pursuant to the Governor's Executive Order N-29-20 (dated March 17, 2020), members of the Board of Directors may participate via teleconference. Teleconference locations are not open to the public pursuant to California Governor Executive Order N-29-20. For this meeting, there will be no physical location from which members of the public may observe/comment.

Board Members Teleconferencing: Dave Clemmer, Matt Johnson, Karin Lease, and David Upchurch. **Members of the Public may participate and provide public comments to teleconference meetings as follows:**

1. If you wish to submit a public comment on agenda items in advance of the meeting, please send to joseortiz.gcsd@gmail.com. Emails received prior to the meeting will be included in the public record. The Board President will read public comments at the Board meeting, not to exceed three minutes (approximately 300 words).
2. If you wish to submit a public comment during the meeting, please use the following information: <https://us02web.zoom.us/j/81923276693> or dial by your location _United States____
Meeting ID: 819 2327 6693
Join from a PC, Mac, iPad, iPhone or Android device:

In the event of a Zoom Bombing, the Zoom meeting will be terminated and a new meeting, login credentials below, will be used to continue the District's business. The log-in credentials will not be made public and only written comments will be allowed for the remainder of the meeting.

Public testimony will be taken at the direction of the Board President and members of the public may only comment during times allotted for public comments. If you wish to request a disability-related modification or accommodation, please contact the District by email at lindamartinez.gcsd@gmail.com.

1. **CALL TO ORDER** _____
2. **ROLL CALL** - Determination of a Quorum

Board President, Dave Clemmer, ___; Board Vice President, Matt Johnson, ___; Board Secretary, Karin Lease, ___; David Upchurch, ___.

3. APPROVE ORDER OF THE AGENDA

Motion to approve the order of the agenda.

Board President, Dave Clemmer, ___; Board Vice President, Matt Johnson, ___; Board Secretary, Karin Lease, ___; David Upchurch, ___.

4. PUBLIC COMMENT

Members of the public are invited to address the Board on those items which fall under the authority of the Board. The Public Comment section is intended to provide an opportunity for members of the public to address the Board on items that are not on the Agenda. For items that are on the Agenda, speakers are encouraged to provide comments at the time the item is taken up by the Board. For those wishing to address the Board on any Agenda or non-agendized item, please complete a Speaker Card located at the entrance to the and submit it to the Board President. Please be sure to indicate the Agenda Item # you wish to address or the topic of your public comment. Comments will be limited to three minutes per speaker. Speakers should understand that except in very limited situations, State law precludes the Board from taking action on or engaging in extended deliberations concerning items of business which are not on the Agenda. GOVERNMENT CODE 54954.2. (2) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

5. ACTION ITEMS

- A. Resolution 200601 to rescind agreement for an option to purchase an easement at Bridgeway Gas Station.

Motion to adopt Resolution 200601

Board President, Dave Clemmer, ___; Board Vice President, Matt Johnson, ___; Board Secretary, Karin Lease, ___; David Upchurch, ___.

7. DISCUSSION ITEMS

- A. Installation of Employee Time Clock
- B. District Land/Physical Asset Exploitation Strategies
- C. Access to treatment plant by Board Directors
- D. Operator Time Study

- E. Water Sample and pick up and transportation
- F. Wastewater Treatment Plant Security System

8. SUGGESTED ITEMS FOR FUTURE AGENDA

- A. Pending items/old business
- B. Future items/new business

ADJOURNMENT _____

GRATON COMMUNITY SERVICES DISTRICT

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06/01/20

RESOLUTION NO. 20061

RESOLUTION OF THE BOARD OF DIRECTORS OF THE GRATON COMMUNITY SERVICES DISTRICT RESCINDING RESOLUTION NO. 190415A AND AN OPTION AND EASEMENT PURCHASE AGREEMENT WITH FARHAD MASHHOUR-AZAD AND ELLIE MASHHOUR

WHEREAS, state law and district ordinances permit the Board of Directors to enter into agreements for the acquisition of real property interests as may be appropriate; and

WHEREAS, on April 15, 2019, the Board of Directors approved an Option and Easement Purchase Agreement (Agreement) between the Graton Community Services District (DISTRICT) and Farhad Mashhour-Azad and Ellie Mashhour (GRANTORS) by Resolution No. 190415A; and

WHEREAS, GRANTORS own the property commonly known as 4115 Gravenstein Highway North, Sebastopol, California, with Sonoma County Assessor's Parcel Number 130-060-009 (Property); and

WHEREAS, the purpose of the Agreement was for the DISTRICT to obtain an option to purchase a public utility easement over a portion of the Property to implement the Occidental County Sanitation District Wastewater Transport and Treatment Project ("Project") and specifically to construct a receiving station at the Property to facilitate the transport and discharge of wastewater from Occidental into the District's collection system; and

WHEREAS, for consideration duly recognized, the Agreement was executed by the DISTRICT and GRANTORS on April 16, 2019; and

WHEREAS, on December 4, 2019, GRANTORS provided notice to DISTRICT that they desire to terminate the Agreement based on certain enumerated reasons including concerns with the Project and potential odors; and

WHEREAS, the DISTRICT has since determined that the Property is no longer a suitable location for constructing a receiving station to provide for the Project, and that seeking an alternate location would best serve the Project's purpose; and

WHEREAS, the DISTRICT and GRANTORS mutually desire to rescind the Agreement; and

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WHEREAS, rescission of the Agreement through this Resolution itself does not commit the District to any action that may have a significant effect on the environment and thus does not constitute a “project” subject to the requirements of the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guidelines section 15061(b)(3).

NOW, THEREFORE BE IT RESOLVED by the Graton Community Services District Board of Directors that the District hereby resolves as follows:

Section 1. Rescission of the Option and Easement Purchase Agreement

The Board of Directors hereby rescinds Resolution 190415A and rescinds the Option and Easement Purchase Agreement with Farhad Mashhour-Azad and Ellie Mashhour dated April 15, 2019, a draft of which is attached hereto as Attachment A.

Section 2. Effective Date

This Resolution shall take effect immediately upon adoption.

DIRECTORS:

CLEMMER _____, JOHNSON _____, LEASE _____, UPCHURCH _____.

AYES __; NAYS __; ABSTAIN __; ABSENT __.

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted and SO ORDERED.

Approved: _____ Date _____.

David Clemmer
President, Board of Directors
Graton Community Services District

Attest: _____

Secretary, Board of Directors
Graton Community Services District

**OPTION AND EASEMENT PURCHASE AGREEMENT BETWEEN
FARHAD MASHHOUR-AZAD AND ELLIE MASHHOUR,
AND THE GRATON COMMUNITY SERVICES DISTRICT**

This Option and Easement Purchase Agreement (“Agreement”), effective on this 15th day of April, 2019 (“Effective Date”), is entered into by and between Farhad Mashhour-Azad and Ellie Mashhour, private individuals, (collectively, “SELLER”) and the Graton Community Services District (“DISTRICT”), a public entity, (SELLER and DISTRICT are collectively referred to as “Parties”). As used herein the term, “SELLER” shall include the plural as well as the singular number.

RECITALS

- A. SELLER is the owner of an approximately 24,025 square foot site, improved as a service station, located at 4115 Gravenstein Highway North, Sebastopol, California, with Sonoma County Assessor's Parcel Number 130-060-009 (“Property”), as more particularly described in **Exhibit A and A-1** attached hereto and incorporated herein by this reference.
- B. DISTRICT desires to purchase an easement over a portion of the Property to implement the Occidental County Sanitation District Wastewater Transport and Treatment Project, and specifically to provide for the transport of untreated wastewater from the Occidental County Sanitation District to the DISTRICT where it would be placed into the DISTRICT's collection system for treatment, storage, and disposal (“Project”).
- C. SELLER agrees to execute a Grant of Easement granting the DISTRICT a non-exclusive ten (10) year easement for the purposes of above-ground access and underground sewer pipeline installation and operation (“Easement”), over an approximately 1,000 square foot portion of the Property (“Easement Area”) as more particularly described and depicted in **Exhibits B and B-1**, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties agree as follows:

AGREEMENT

1. GRANT OF OPTION

SELLER hereby grants DISTRICT the exclusive right and option (the “Option”) to purchase the Easement on the terms and conditions set forth herein.

2. INDEPENDENT CONSIDERATION FOR GRANT OF OPTION

Concurrently with the execution of this Agreement, DISTRICT shall pay to the SELLER

the sum of One Hundred Dollars (\$100.00) as independent consideration for the Option.

3. TERM OF OPTION

The Option shall commence on the Effective Date of this Agreement and shall expire upon DISTRICT's exercise of the Option, unless otherwise extended by the parties in writing.

4. EXERCISE OF OPTION

DISTRICT may exercise the Option by giving written notice to SELLER of its exercise of the Option at any time during the term of this Agreement after the DISTRICT has complied with the requirements of the California Environmental Quality Act (CEQA) as pertaining to the Occidental County Sanitation District Wastewater Transport and Treatment Project.

5. PURCHASE OF EASEMENT

Following the exercise of the Option, SELLER shall sell to DISTRICT and DISTRICT shall purchase from SELLER on all of the terms and conditions set forth in this Agreement, the Easement over the Easement Area. Within thirty (30) days from DISTRICT's exercise of the Option, SELLER shall execute an Easement Deed, which shall be substantially identical to the form deed attached hereto as **Exhibit C** and incorporated herein by this reference, and which shall grant to the DISTRICT a non-exclusive easement for the above-ground ingress and egress, and underground sewer pipeline installation and operation, over the Easement Area identified in **Exhibit B**.

6. TERM OF AGREEMENT; EXTENSION OR EARLY TERMINATION

The Easement granted under this Agreement shall be effective as of the Effective Date and shall terminate on March 31, 2030. The term of this Agreement shall be coterminous with the Easement. This Agreement may be renewed at any time during its term to extend the duration of the Easement by mutual agreement of the parties.

7. PURCHASE PRICE

The purchase price for the Easement shall be NINE THOUSAND ONE HUNDRED AND FIFTY DOLLARS (\$9,150.00), to be paid by DISTRICT within 30 days of the exercise of Option.

8. CONDITIONS TO PURCHASE

- A. SELLER agrees to convey the Easement to DISTRICT by grant as set forth in Section 1 above and delivered to the following title company: First American Title, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases and taxes. It is agreed and confirmed by the parties hereto that the DISTRICT shall have the right of possession and use of the Easement Area for the purposes of transporting untreated wastewater as a part of the Project, for the duration of this Agreement.

- B. By no later than March 31, 2020 (“construction period”), DISTRICT shall construct and install, at its sole cost and expense, a sewer lateral to serve the Property, the plans and specifications of which to be approved by both parties. The sewer lateral shall be shared by the District and Seller and will be constructed and stubbed at a location suitable to provide for connections by the District and the Seller for the existing bathrooms at the gas station as well as a potential future connection for a modular home built on the Property.
- C. For a period of ten (10) years from completion of construction, DISTRICT shall be solely responsible for the cost of maintaining the sewer lateral from the sewer main in Green Valley Road, fronting the southerly side of the Property, to the receiving station of the Project. Seller shall be solely responsible for the cost of maintaining the portion of the sewer lateral for the existing bathrooms at the gas station and the portion of the sewer lateral from the stubbed end to the future modular home.
- D. DISTRICT will waive connection fees for the bathroom connection and future modular home on the Property. Seller shall be responsible for any additional connection fees on the Property.
- E. During the term of this Agreement, and continuing beyond the Agreement, SELLER agrees to pay any applicable annual sewer service fees for sewer servicing the Property.
- F. DISTRICT will construct, at its sole cost and expense, a receiving station within the Easement Area, the plans and specifications of which shall be approved by the parties. The receiving station shall include a concrete apron designed to provide truck access to the Easement Area. The primary purpose of the concrete apron shall be to serve the delivery trucks for the Project but will also be designed to be able to serve as a driveway for vehicle traffic serving to the proposed modular home.
- G. SELLER agrees to grant a temporary construction easement (“TCE”) to DISTRICT, its authorized agents and/or contractors, over and upon the Property, and permission to enter upon the TCE on a temporary, non-exclusive basis commencing on or after Effective Date. Said TCE shall be for the construction of items described in Subsection B and E of this Section 4, above and shall terminate upon conclusion of construction. DISTRICT agrees to promptly restore, at DISTRICT’S sole cost, any damage to the Property caused by DISTRICT’s entry upon the TCE or work performed in connection with construction in the TCE. SELLER shall permit DISTRICT, its contractors or permittees reasonable access to the Property in connection with the DISTRICT’s exercise of its rights under the Easement or TCE. Such access shall be subject to the terms of this Agreement.
- H. No DISTRICT work or transportation of untreated wastewater in the Property shall be performed during the weekends, or between the hours of 5:30 p.m. and 7:30 a.m. Monday through Friday, unless otherwise agreed to by the parties.

9. RIGHT OF POSSESSION

Subject to the terms hereof, it is agreed and confirmed by the parties hereto that the right of

possession and full enjoyment of the permanent easements by DISTRICT shall be coincident with the execution of this Agreement.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS

- A. SELLER hereby represents, warrants, and covenants to DISTRICT the following with respect to the Property and the Easement:
- i. Authority. SELLER has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by SELLER, and upon delivery to and execution by DISTRICT is a valid and binding agreement of SELLER.
 - ii. Encumbrances. SELLER has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any Agreement to do so, and there are no liens, encumbrances, mortgages, covenants, conditions, reservations, restrictions, easements or other matters affecting the Property, except as those expressly disclosed to the DISTRICT prior to the execution of this Agreement. SELLER will not, directly or indirectly, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest for the duration of this Agreement while it is in force and effect.
 - iii. No Violations. The execution, delivery and performance by SELLER of its obligations under this Agreement will not conflict with or result in a breach of any law, governmental rule, regulations, judgment, decree or order by which the SELLER or the Property is bound, or by the provisions of any contract to which Seller is a Party, or by which SELLER or the Property is bound. SELLER has not received notice of any, and to the best of SELLER's knowledge there is no, action, suit, proceeding, or investigation pending or threatened, before any agency, court or other governmental authority which relates to the Property or the use thereof. SELLER has not received any notices of any violations of any governmental laws or requirements applicable to the Property.
 - iv. No Leases. SELLER warrants that there are no oral or written leases on all or any portion of the property identified exceeding a period of one month and SELLER further agrees to hold the DISTRICT harmless and reimburse DISTRICT for any and all of the losses and expenses occasioned by reason of any lease of said property held by any tenant of SELLER.
 - v. Defaults of Obligations or Liabilities. SELLER has no notice that it is in default with respect to any of its obligations or liabilities pertaining to the Property, nor are there any facts or circumstances or conditions or events which, but for notice or lapse of time or both, would constitute a result in any such default.
 - vi. Maintenance and Operations. Prior to the sale of the Easement interest to DISTRICT as provided hereunder, SELLER shall operate and maintain the Property in the same manner and condition as of the date of this Agreement and shall make

no material capital improvements or alterations to the Property without DISTRICT's prior written approval, which approval may be withheld in DISTRICT's sole discretion.

- vii. Withholding. SELLER is not a "foreign person", "foreign corporation", "foreign trust" or "foreign estate" as those terms are defined in the I.R.C., Section 1445, nor is the sale of the Easement interest to DISTRICT subject to any withholding requirements imposed by the Internal Revenue Code (including, but not limited to, Section 1445 thereof) or any comparable laws of the State, and DISTRICT has no obligation under any such laws to withhold any monies from the Purchase Price in accordance with the provisions of such laws in connection with the transaction contemplated hereby (or, if same shall not be the case such that DISTRICT is obligated to withhold from the Purchase Price under any such laws, SELLER shall cooperate with DISTRICT in connection with the sale of the Easement interest to allow for withholding and compliance with such laws, as necessary).
 - viii. Other Material Facts; Full Disclosure. SELLER represents and warrants that there are no other material facts or additional items which warrant disclosure, except as stated herein or delivered to DISTRICT in accordance with this Agreement.
- B. DISTRICT hereby represents, warrants, and covenants to SELLER that DISTRICT is a California public agency with the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by DISTRICT, and upon delivery to and execution by SELLER shall be a valid and binding agreement of DISTRICT. DISTRICT further represents, warrants, and covenants to SELLER that DISTRICT is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of DISTRICT contained in this Agreement are conditions precedent to SELLER's obligation to proceed with the sale hereunder.

11. ENVIRONMENTAL AND NATURAL HAZARDS DISCLOSURE

California Health and Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances is located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require SELLER to provide certain disclosures regarding natural hazards affecting the property. SELLER agrees to make all necessary disclosures required by law.

12. SPECIFIC PERFORMANCE AND OTHER REMEDIES

The parties understand that the interests and rights being conveyed by this Agreement are unique to DISTRICT and for that reason, among others, the DISTRICT will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of a breach or default under this Agreement by SELLER, DISTRICT reserves the right to either (a) seek specific performance from SELLER; (b) to waive the breach or default and proceed with the

Agreement; (c) to extend the time for performance of DISTRICT's obligations until SELLER is able to perform; or (d) to terminate this Agreement upon written notice to SELLER, whereupon SELLER shall refund the Purchase Price to DISTRICT and reimburse DISTRICT for all cost and expenses associated with the administration and performance of this Agreement, including any legal fees and consultant fees. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive and shall be in addition to any and all other remedies which the parties may have hereunder at law or in equity.

13. INDEMNIFICATION AND INSURANCE

- A. SELLER agrees to indemnify, defend, and hold harmless DISTRICT, its officers, officials, directors, employees, and agents from and against any or all claims, losses, damages or expenses, including any reasonable attorneys' fees and costs, expert fees and Costs of Suit, asserted against or suffered by DISTRICT resulting from or arising out of (i) any breach by SELLER of this Agreement; (ii) any liability or obligation of SELLER which DISTRICT is not required to assume hereunder or accruing prior to such assumption; or (iii) the inaccuracy or breach of any of the representations, warranties, or covenants made by SELLER herein.
- B. DISTRICT agrees to indemnify and hold harmless SELLER from any injury or damages to a third party arising from injury or occurrence caused by the DISTRICT's contractor and/or construction or maintenance activities on SELLER's property for the duration of this Agreement, except to the extent that such injury or damage arises from SELLER's negligence or willful misconduct.
- C. DISTRICT agrees to carry or require DISTRICT's contractor to provide comprehensive liability insurance with a minimum of \$1,000,000.00 per occurrence limit during the construction period referenced herein and will further cause to have SELLER named as an additional insured on that policy.

14. SELLER'S RELEASE

Except as set forth in this Agreement, and for instances involving a breach by DISTRICT of its obligations under this Agreement, SELLER hereby releases, remises, acquits and forever discharges DISTRICT, its employees, attorneys and other representatives (collectively "Released Parties") from and against any and all claims, causes of action, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, losses, costs, liabilities, and expenses by any and all tenants, and any and all claims, causes of action, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, losses, costs, liabilities, and expenses arising out of or pertaining, directly or indirectly, to the acquisition of the Easement as described in this Agreement and its exhibits, including without limitation, inverse condemnation, nuisance, severance damages, relocation benefits, reestablishment benefits, cost of fixtures, furniture and/or equipment, loss of goodwill, construction related dust, noise, traffic and other related construction activity, and lost rentals or business associated with construction of any improvements and any other types of related losses or damages.

15. MISCELLANEOUS

A. Binding on Successors and Assigns

This Agreement shall inure to the benefit of and shall be binding on the parties to this Agreement, and their respective heirs, successors and assigns. However, neither DISTRICT nor SELLER shall have the right to assign any rights and liabilities under this Agreement to any party without the other party's express written consent. Any such unauthorized assignment is prohibited and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party.

B. Approval of DISTRICT

SELLER understands that this Agreement is subject to the approval of the Board of the DISTRICT. Further, that this Agreement shall have no force or effect unless and until said Board's approval has been obtained.

C. Authority to Sign

Each individual executing this Agreement on behalf of SELLER and DISTRICT, respectively, represents and warrants that such individual is fully authorized to execute and deliver this Agreement on behalf of SELLER and DISTRICT, respectively, and that this Agreement is binding upon SELLER and DISTRICT in accordance with its terms.

D. Entire Agreement

This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with the respect to the purchase of the SUBJECT PROPERTY. No addition or modification of any term or provision shall be effective unless set forth in writing and signed by both SELLER and DISTRICT.

E. Counterparts

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument and agreement.

F. Attorneys' Fees

If litigation is commenced between the parties concerning the interpretation or enforcement of this Agreement, the prevailing party in that litigation shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs. "Prevailing Party" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law.

G. Notices

All notices to be given under this Agreement shall be in writing and sent by:

- i. certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail;
- ii. a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier;
- iii. hand delivery, in which case notice shall be deemed delivered upon receipt, or
- iv. telecopy or similar means if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopy or other similar means, provided that such notice is given during standard business hours (8:00 am to 5:00 pm) on a day that is not a California holiday and that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

DISTRICT: General Manager
 Graton Community Services District
 250 Ross Lane
 Sebastopol, CA 95472

SELLER: Farhad Mashhour-Azad and Ellie Mashhour
 4115 Gravenstein Highway North
 Sebastopol, CA 95472

or to such other address as DISTRICT or SELLER may respectively designate by written notice to the other.

H. Waivers

A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

I. Construction

The headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

J. Governing Law

This Agreement shall be governed and construed in accordance with California law. The jurisdiction for any litigation, claims, disputes or other proceedings arising from this Agreement shall be in the state of California and shall be venued in the County of Sonoma.

K. Severability

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

IN WITNESS WHEREOF, the parties have executed this Agreement upon the date above written.

GRATON COMMUNITY SERVICES DISTRICT,
a public entity

SELLER:
FARHAD MASHHOUR-AZAD AND
ELLIE MASHHOUR, PROPERTY
OWNERS

By: David L Clemme
Title: BOARD PRESIDENT
Date: 4-16-2019

By: Farhad Mashhour Azad
Title: owner
Date: 04/16/19

By: Ellie Mashhour
Title: owner
Date: 04-16-2019

ATTACHMENTS:

Exhibit A	Legal Description of Property
Exhibit A-1	Plat Map of Property
Exhibit B	Legal Description of Easement Area
Exhibit B-1	Plat Map of Easement Area
Exhibit C	Form of Easement Deed

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