

RESOLUTION NO. 2022-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE UKIAH VALLEY
SANITATION DISTRICT ACCEPTING A GRANT OF SEWER EASEMENT
FROM CONSTELLATION BRANDS U.S. OPERATIONS, INC. AND
AUTHORIZING THE CITY OF UKIAH TO GO OUT TO BID ON THE
SEWER IMPROVEMENTS ON BEHALF OF THE DISTRICT**

WHEREAS, the Ukiah Valley Sanitation District ("District") previously constructed sewer line improvements at North State Street to serve properties currently on septic systems with public sewer in the future; and

WHEREAS, the District desires to construct a sewer line across 2399 North State Street, Ukiah, CA 95482, which is owned by Constellation Brands U.S. Operations, Inc. to provide public sewer to those properties ("Project"); and

WHEREAS, Constellation Brands U.S. Operations, Inc. desires to give the District free of charge a sewer easement for a portion of its property in order to allow the District to construct the sewer line and thereafter maintain the sewer line; and

WHEREAS, the District desires to accept the sewer easement for sewer line installation and maintenance purposes, as described and depicted in Exhibit "A," which is attached hereto and incorporated herein by this reference, in order to access that portion of Constellation Brands U.S. Operations, Inc.'s property to construct the sewer line; and

WHEREAS, Government Code Section 27281 requires the District's Board of Directors to adopt a certificate or resolution of acceptance in order to accept this sewer easement; and

WHEREAS, the District evaluated the Project in light of the standards for environmental review outlined in the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.) and the California Code of Regulations (Cal. Code Regs., tit. 14, §§ 15000 et seq.) ("State CEQA Guidelines"); and

WHEREAS, the Project is exempt from CEQA review pursuant to State CEQA Guidelines Section 15303(d); and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have been met; and

WHEREAS, the District desires for the City of Ukiah to put the sewer improvements out to bid on the District's behalf.

NOW, THEREFORE, the Board of Directors of the Ukiah Valley Sanitation District, County of Mendocino, State of California does hereby resolve as follows:

SECTION 1. The recitals above are true and correct and are hereby incorporated herein by this reference.

SECTION 2. The Board finds the Project statutorily and categorically exempt from further environmental review pursuant to State CEQA Guidelines Section 15303 as the

Project involves the construction and location of limited numbers of new, small facilities or structures, and the sewer line is of reasonable length.

SECTION 3. The Board hereby accepts the Grant of Sewer Easement for the property described and depicted in Exhibit "A," a copy of which is attached hereto and incorporated herein by this reference, and authorizes execution of said easement.

SECTION 4. The Certificate of Acceptance attached in Exhibit "B" is hereby approved and this Resolution serves as the Resolution of Acceptance as required by Government Code Section 27281.

SECTION 5. The District's General Manager is hereby authorized and directed to execute the Certificate of Acceptance on behalf of the District.

SECTION 6. The District's Board Secretary is hereby authorized and directed to cause the Grant of Sewer Easement, along with the Certificate of Acceptance, to be recorded with the County Recorder.

SECTION 7. The District directs staff to file a Notice of Exemption with the Mendocino County Clerk within 5 working days of the execution of this Resolution.

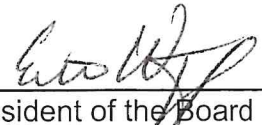
SECTION 8. The District authorizes the City of Ukiah to put the sewer line improvements associated with the Grant of Sewer Easement out to bid on the District's behalf, and further authorizes the District's General Manager to take any necessary steps to allow for City to bid the project.

SECTION 9. The Chair of the District's Board of Directors shall sign this Resolution and the District's Secretary of the Board of Directors shall attest and certify to the passage and adoption thereof. The Secretary shall transmit a copy of this Resolution to the City.

SECTION 10. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by said Board on this 29th day of June, 2022 by the following vote:

AYES: Chair Wipt, Vice - Chair Bawcom, Director McNerlin, Director Horsley
NOES: 0
ABSENT: Director Dick
ABSTAIN: 0


President of the Board

ATTEST:


Secretary of the Board

STATE OF CALIFORNIA)
)
COUNTY OF MENDOCINO)

I, Chelsea Teague, Secretary of the Board of Directors of the Ukiah Valley Sanitation District, do hereby certify that the foregoing is a true and correct copy of a resolution passed and adopted by the Board of Directors of Ukiah Valley Sanitation District at a meeting of said Board held on the 29th day of June, 2022.


Name: Chelsea Teague
Secretary of the Board of Directors of the
Ukiah Valley Sanitation District

Exhibit A
Grant of Sewer Easement

RECORDED AT REQUEST OF:

Ukiah Valley Sanitation District

WHEN RECORDED RETURN TO:

Ukiah Valley Sanitation District
151 Laws Avenue
Ukiah, CA 95482
Attention: Board Secretary

Exempt from Filing Fees, Government Code Sections 6103 & 27383

APN: 169-242-11, 169-242-13

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT OF EASEMENT

(for sewer purposes)

THIS GRANT OF EASEMENT (this "**Grant of Easement**") is entered into effective as of the date this Grant of Easement is fully executed by the parties hereto.

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **CONSTELLATION BRANDS U.S. OPERATIONS, INC.**, a New York corporation, successor in interest to **CANANDAIGUA WEST, INC.**, a New York corporation (referred to herein as "**Grantor**"), hereby grants to the **UKIAH VALLEY SANITATION DISTRICT**, a sanitation district organized under the County Sanitation District Act (Health and Safety Code section 4700 *et seq.*), its successors or assigns (referred to herein as "**Grantee**"), a non-exclusive permanent and perpetual easement and right-of-way, in, on, under, along and through that certain real property more fully described in EXHIBIT A and depicted on EXHIBIT B, attached hereto and incorporated herein by reference (referred to herein as the "**Sewer Easement Area**"), together with the right to forever maintain, improve, alter, relocate, inspect, occupy, and use for the reconstruction, replacement, removal, repair, operation, and maintenance of underground sewer facilities, subject to the terms and conditions set forth herein (referred to herein as the "**Sewer Easement**"). The Sewer Easement Area is an area twenty (20) feet in width consisting of ten (10) feet on either side of the line as described in EXHIBIT A, provided however, if any portion of the Sewer Easement Area is located less than ten (10) feet from a property line on the Property (defined below) then the width of the Sewer Easement Area is reduced so that the property line forms the boundary of the Sewer Easement Area.

The Sewer Easement and Sewer Easement Area will be located on that certain real property situated in the County of Mendocino, State of California consisting of (a) APN 169-242-11 and more fully described in EXHIBIT C-1 and (b) APN 169-242-13 and more fully described in

EXHIBIT C-2 (referred to herein, collectively, as the "**Property**"), owned by Grantor. The Property is depicted on EXHIBIT C-3.

Subject to the terms and conditions of this Grant of Easement, the Sewer Easement shall include the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors, and workmen (collectively, "**Permittees**") to: (i) perform all activities as may be necessary to facilitate the purposes of the Sewer Easement; (ii) have access to, ingress to, and egress from the Sewer Easement Area as may be necessary to facilitate the purposes of the Sewer Easement; (iii) trim, cut, or clear away any trees, brush, or other vegetation or flora, including the roots thereof, that may endanger or interfere, in Grantee's reasonable opinion, with the Sewer Easement or Sewer Easement Area; and (iv) take such reasonable action as may be necessary, in Grantee's reasonable discretion, to protect the Sewer Easement.

Grantor hereby covenants, by and for itself, its assigns, and its voluntary and involuntary successors in interest to the Property or any part thereof, that Grantor shall not, without the prior written consent of Grantee (which shall not be unreasonably withheld, conditioned, or delayed), erect, place, or maintain any building, wall, fence, or other permanent structure within the Sewer Easement Area, or undertake any other activity, which may materially interfere with the Sewer Easement and/or Grantee's exercise of all rights and privileges thereof.

By its acceptance of this Grant of Easement, Grantee covenants and agrees, for itself, its assigns, and its voluntary and involuntary successors in interest the following:

1. **AS IS Condition.** Grantee hereby accepts the Sewer Easement in its "AS IS" condition, and Grantee expressly agrees that there are and shall be no express or implied warranties as to the capacity or suitability of the Sewer Easement, and there are no warranties of merchantability, habitability, fitness for a particular purpose or any other kind arising out of this Grant of Easement. Grantee acknowledges and agrees that the Sewer Easement is non-exclusive and is subject to other easements, restrictions and encumbrances whether recorded or unrecorded.

2. **Maintenance of Sewer Easement Area.** Grantee shall be solely responsible for the general maintenance and condition of the Sewer Easement Area, including but not limited to the maintenance and condition over the Sewer Easement Area.

(A) Grantee shall use commercially reasonable efforts to provide Grantor with at least forty-eight (48) hours' notice prior to undertaking any repairs, maintenance, or improvements of the Sewer Easement Area; provided however, such advance notice is not required for any emergency repairs

(B) Except with respect for any emergency repairs, which shall not be subject to any restriction, Grantee shall not perform any work in the Sewer Easement Area during the months of August, September, October and November (collectively, "**Harvest Season**") without the prior written consent of Grantor which may be withheld in Grantor's sole and absolute discretion. Grantee acknowledges and agrees that (i) the Harvest Season is important for Grantor's use and operation of the Property and (ii) this restriction on Grantee's use of the Sewer Easement Area during the Harvest Season is a material consideration for Grantor entering into this Grant of Easement. The restriction on Grantee's use of the Sewer Easement Area during the Harvest Season

applies to the initial construction of the sewer improvements as well as any subsequent repairs, maintenance or replacement work.

3. **Repair and Restoration of Sewer Easement Area.** In making any excavation in the Sewer Easement Area, Grantee, through its authorized agents and contractors, shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall, with due diligence and dispatch, repair and restore any damage to the Sewer Easement Area, including, without limitation replacement of the earth removed by Grantee and restoration of the surface of the ground to as near the same condition as it was prior to such excavation as is practicable. In the event Grantee (or its Permittees) damages or removes any Agricultural Improvements on the Property, then Grantee shall promptly provide notice of the same to Grantor, and Grantor may elect in its sole discretion to either (i) require Grantee to repair, restore and replace such Agricultural Improvements to as near the same condition as it was prior to such damage or removal, or (ii) require Grantee to reimburse Grantor for the cost to repair, restore and replace such Agricultural Improvements.

4. **Insurance.** Grantee shall (and shall cause its Permittees to) maintain appropriate insurance with commercially reasonable limits of liability from financially responsible insurers and such insurance shall include general liability insurance, auto liability insurance, and as applicable, statutory workers' compensation and employer's liability insurance. Prior to entering the Property Grantee shall (and shall cause its Permittees to) provide Grantor with evidence of such insurance, and upon request from Grantor, Grantee shall (and shall cause its Permittees to) cause Grantor to be named as an additional insured under its general liability insurance policy.

5. **Indemnification.** Grantee shall be responsible for, and Grantor shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts of Grantee, its employees, agents, representatives, contractors, subcontractors, workmen, officers, or invitees in the Sewer Easement Area, and/or resulting from Grantee's use of the Sewer Easement Area, or from any cause whatsoever arising out of Grantee's exercise of its rights hereunder, including without limitation, mechanics' liens, stop notices, or any claim that Grantee or Grantee's consultants failed to comply with any applicable law or regulation.

(A) Grantee agrees to, at Grantee's own expense, cost, and risk, to indemnify, defend, and hold Grantor harmless from all liability arising out of:

(i) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Grantee's employees, agents, representatives, contractors, subcontractors, and workmen arising out of or in any way connected with the Sewer Easement and Grantee's exercise of its Sewer Easement rights hereunder; and

(ii) Liability for (1) death or bodily injury to any person; (2) injury to, loss, or theft of property; (3) any failure or alleged failure to comply with any provision of law, or (4) any other loss, damage, or expense arising under either (1), (2), or (3) of this paragraph to the extent relating to any act, neglect, default, omission, negligence, or willful misconduct of Grantee, or any person, firm, or corporation employed by Grantee, either directly or by independent

contract, in connection with the exercise of Grantee's Sewer Easement rights hereunder, *except to the extent of any liability resulting from the sole or active negligence or willful misconduct of the Grantor, its officers, employees, agents, contractors, subcontractors, workmen, or independent consultants who are directly employed by Grantor.*

(B) Grantor agrees to, at Grantor's own expense, cost, and risk, to indemnify, defend, and hold Grantee harmless from all liability for (1) death or bodily injury to any person; (2) injury to, loss, or theft of property; (3) any failure or alleged failure to comply with any provision of law, or (4) any other loss, damage, or expense arising under either (1), (2), or (3) of this paragraph to the extent relating to any act, neglect, default, omission, negligence, or willful misconduct of Grantor, or any person, firm, or corporation employed by Grantor, either directly or by independent contract, in connection with the Sewer Easement Area, *except to the extent of any liability resulting from the sole or active negligence or willful misconduct of the Grantee, its officers, employees, agents, contractors, subcontractors, workmen, or independent consultants who are directly employed by Grantee.* Notwithstanding the forgoing or anything to the contrary contained herein, Grantor shall have no obligation to provide security for any materials and equipment of Grantee (or its Permittees) located on the Property at any time.

6. **Compliance With Law.** Grantee shall comply with all laws, ordinances, rules, and regulations applicable to the use, maintenance and repair of the Sewer Easement and appurtenances thereto in the Sewer Easement Area that are enacted or promulgated by any public or governmental authority or agency having jurisdiction over the Sewer Easement Area and appurtenances thereto, including, without limitation, licensing requirements and laws regulating hazardous materials and substances.

7. **Miscellaneous.**

(A) The Sewer Easement and covenants contained herein shall run with the land.

(B) This instrument and the rights, privileges, and obligations described herein shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective assigns and voluntary and involuntary successors in interest.

(C) Notwithstanding any other provision contained herein, in the event that construction of the underground sewer facilities contemplated by this Grant of Easement cannot or will not be completed, the Parties shall be mutually released from their obligations under this Grant of Easement. To effectuate the release, the Parties shall execute an Agreement to Terminate the Grant of Easement and record it with the Mendocino County Recorder's Office.

(D) This Grant of Easement shall be governed by, interpreted under, and construed in accordance with the laws of the State of California.

(E) This Grant of Easement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

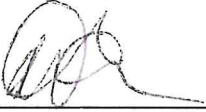
SIGNATURE PAGE TO GRANT OF EASEMENT

[Grant of Easement Interest in a Portion of APN 169-242-11, 169-242-13]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

CONSTELLATION BRANDS U.S. OPERATIONS, INC.,
a New York corporation

By: 
Name: Owen Davidson
Title: SVP, Production/Engineering

Date: June 16, 2022

Signature Page

Notary Pages

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

NAPA

)

On

06-16-2022

before me,

Public

CLIVE K. PRASAD, Notary

(insert name and title of the officer)

personally appeared

OWEN DAVIDSON

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.

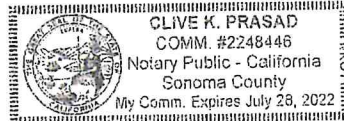
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(Seal)



Signature Page

**UKIAH VALLEY SANITATION DISTRICT
CERTIFICATE OF ACCEPTANCE OF
GRANT OF EASEMENT**

[Grant of Easement Interest in a Portion of APN 169-242-11, 169-242-13]

This Certificate of Acceptance pertains to the interests in real property conveyed by the Grant of Easement dated June 16, 2022 to which this Certificate of Acceptance is attached,

from: **CONSTELLATION BRANDS U.S. OPERATIONS, INC.,** a New York corporation, successor in interest to CANANDAIGUA WEST, INC., a New York corporation ("Grantor")

to: **UKIAH VALLEY SANITATION DISTRICT,** a sanitation district organized under the County Sanitation District Act (Health and Safety Code section 4700 *et seq.*) ("Grantee").

Said Grant of Easement is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing body, and Grantee hereby consents to recordation of such Grant.

Dated: 7/11/2022

UKIAH VALLEY SANITATION DISTRICT,
a county sanitation district

By: _____

Ernie Wipf
Ernie Wipf
Chair, Board of Directors

ATTEST:

By: _____

Chelsea Teague
Chelsea Teague
Secretary, Board of Directors

APPROVED AS TO LEGAL FORM:
BEST BEST & KRIEGER LLP

Joanna Gin
Joanna Gin
General Counsel

Signature Page

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

EXHIBIT "A"

A 20 foot wide easement, the centerline of which is described as follows:

COMMENCING at the southwest corner of Parcel 1 as shown on the Record of Survey map recorded in Map Case 2, Drawer 53, Page 11, Mendocino County Records, said point lying on the east right of way line of North State Street; thence along said east line South 09°32'40" West, 73.40 feet to the POINT OF BEGINNING of this line description; thence leaving said east line South 81°53'50" East, 5.00 feet; thence South 09°04'16" West, 325.33 feet; thence South 66°50'09" East, 270.98 feet; thence South 78°07'50" East, 284.01 feet; thence South 84°01'31" East, 252.73 feet; thence South 88°12'55" East, 289.62 feet; thence South 79°56'59" East, 301.50 feet to the west right of way line of the Northwestern Pacific Railroad and being the end of this line description.

Exhibit A

EXHIBIT B DIAGRAM OF EASEMENT AREA

Exhibit "B"

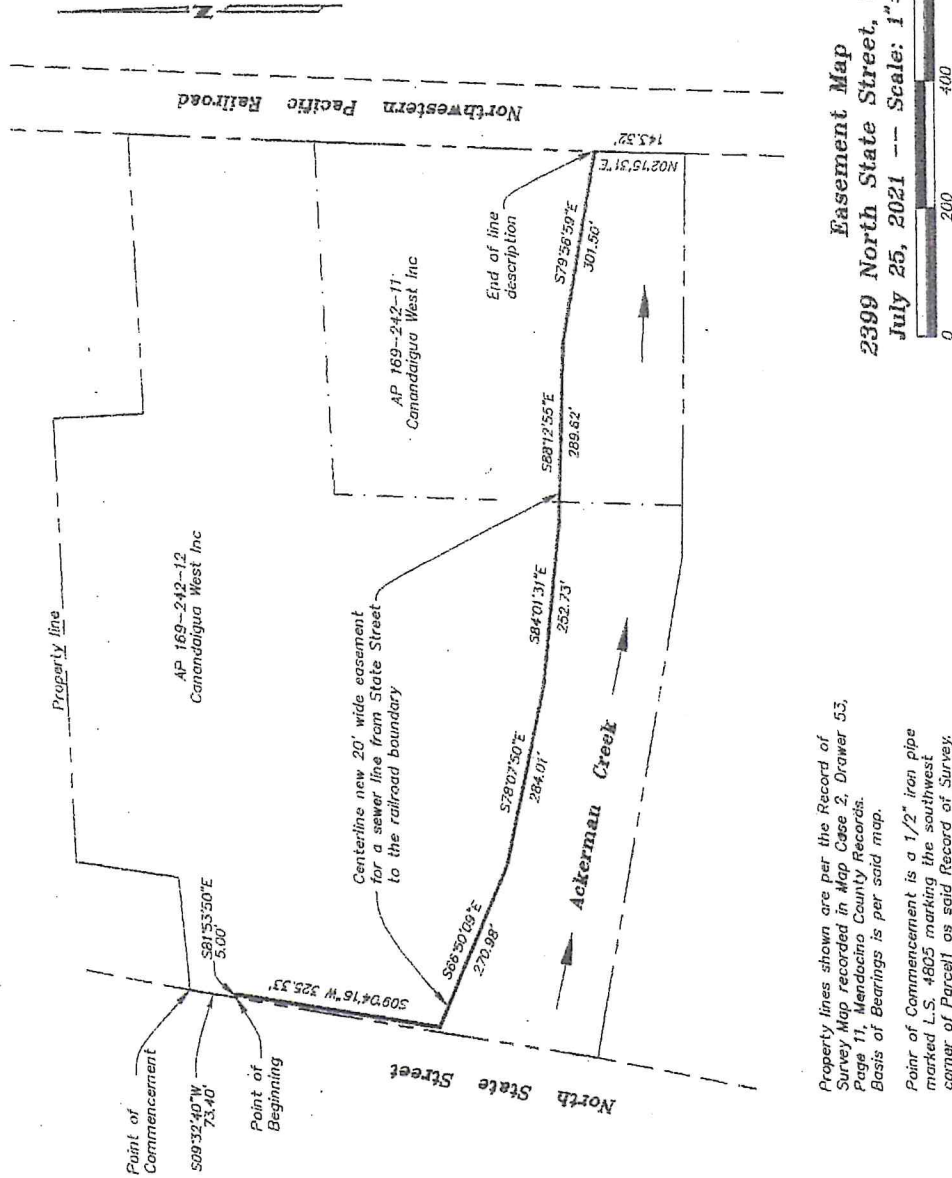


Exhibit B

EXHIBIT C-1
LEGAL DESCRIPTION OF PROPERTY
APN 169-242-11

The land referred to is situated in the State of California, County of Mendocino and is described as follows:

"Parcel-2" on that certain Map of Minor Division 76-73, filed for record in the office of the County Recorder of the County of Mendocino on April 26, 1974 in Map Case 2, Drawer 23, page 90.

EXCEPTING therefrom an undivided 1/2 interest in and to all oil, gas, petroleum, naptha, other hydro-carbon substances and minerals of whatsoever kind and nature in, upon or beneath the property hereinabove described, as reserved in the deed executed by The Federal Land Bank of Berkeley, a corporation to John Drivell et ux, dated September 24, 1941, recorded October 23, 1941 in Book 152 of Official Records, page 263, Mendocino County Records.

APN: 169-242-11

Exhibit C-1

EXHIBIT C-2
LEGAL DESCRIPTION OF PROPERTY
APN 169-242-13

The land referred to is situated in the State of California, County of Mendocino and is described as follows:

Parcel One:

A parcel of land lying in Lot 12 of Healey's Survey and Map of Yokayo Rancho, Mendocino County, California, more particularly described as follows:

Beginning at a point in the Westerly boundary line of Lot 12 of Healey's survey and map of Yokayo Rancho from which the Southwest corner of said Lot 12 bears South 8°03' West, 517.50 feet distant; thence North 8°03' East, along the Westerly boundary line of said Lot 12, a distance of 299.24 feet; thence leaving said Westerly boundary line, North 87°04' East, 4 3.30 feet to a 3/4 inch iron pipe; thence North 87° 04' East 864.77 feet to a 3/4 inch iron pipe; thence South 2°56' East, 142.00 feet to a 3/4 inch iron pipe; thence North 87°04' East, 437.19 feet to a 3/4 inch iron pipe in the Westerly boundary line of the right of way of the Northwestern Pacific Railroad, from which point a white oak tree 27 inches in diameter marked "BTRE 6083" bears North 0°14' East 107.19 feet distant; thence following the said Westerly boundary line of the right of way, South 2° 16' West, 297.95 feet to a point in the Westerly boundary line of said right of way, from which a black walnut tree 10 Inches in diameter bears South 89°49' West, 32.0 feet distant; thence leaving the said Westerly boundary line of the railroad right of way, North 86°55' West, 1382.90 feet to point of beginning.

Excepting therefrom Parcel 1 as shown on that certain Parcel Map M.D. 76-73, which map was filed for record in the Office of the Recorder of the County of Mendocino on April 26, 1974, In Map Case 2, Drawer 23, Page 90.

Also excepting therefrom that portion of said land lying Westerly of the Easterly line of the lands conveyed to the County of Mendocino by deed recorded May 6, 1974 in Book 961 Official Records, Page 511, Mendocino County Records.

Also excepting therefrom an undivided 1/2 interest in and to all oil, gas, petroleum, naptha and other hydro-carbon substances and minerals, lying below a depth of 500 feet, with the right of development, production and removal by slant drilling and other methods not requiring the use of the surface of said land as reserved by Western Farm Credit Bank, successor to Federal Land Bank of Sacramento, a corporation, in the deed recorded October 8, 1991 in Book 1940 Official Records, Page 155, Mendocino County Records.

Parcel Two:

A parcel of land situate in the Southwest corner of Lot 12, Yokayo Rancho, described as follows: Beginning at a Ford engine steel cam shaft set in the ground marked SA6 R.E. 6083. at the Southwest corner of Lot 12, Yokayo Rancho, from which a cross cut mark on the southwest guard

of bridge over Ackerman Creek bears North 6°30' East, 107.20 feet, and a cross cut mark on the southeast guard of bridge over Ackerman Creek bears North 5°03' East 102.84 feet, said cross cut marks being described on survey and map recorded on the 1st day of July, 1938 in the Mendocino County Records, Map Case 1, Drawer 6, Page 86; thence from the said southwest corner of Lot 12, Yokayo Rancho, following the south boundary of Lot 12, Yokayo Rancho, South 79°53' East 808.5 feet to a 1/2 inch iron pipe marked S 5A.L.S. 2207, thence following the south boundary of Lot 12, Yokayo Rancho, South 89°08' East 634.2 feet to the westerly boundary of the right of way of the Northwestern Pacific Railway; thence leaving the south boundary of Lot 12, Yokayo Rancho and following the westerly boundary of the right of way of the Northwestern Pacific Railway, North 2° 16' East 590.1 feet; thence leaving the westerly boundary of the right of way of the Northwestern Pacific Railway, North 86°55' West 1382.9 feet to the westerly boundary of Lot 12, Yokayo Rancho; thence following the westerly boundary of Lot 12, Yokayo Rancho, South 8°03' West 517.5 feet to the point of beginning.

Excepting therefrom Parcel 2, as shown on that certain Parcel Map M.D. 76-73, which map was filed for record in the Office of the Recorder of the County of Mendocino on April 26, 1974, in Map Case 2, Drawer 23, Page 90.

Also excepting therefrom that portion of said land lying Westerly of the Easterly line of the lands conveyed to the County of Mendocino by deed recorded May 6, 1974 in Book 961 Official Records, Page 511, Mendocino County Records.

Parcel One and Parcel Two as described above are more particularly described as follows:

Commencing at the Southwest corner of Lot 12 of the Yokayo Rancho as shown on a Record of Survey filed May 7, 1991 In Map Case 2, Drawer 53, Page 11, Mendocino County Records; thence along the South boundary of said Lot 12 South 79°53' 100" East, 21.28 feet to a 1/2" iron pipe marked L. S. 4805 set to mark the Southeasterly corner of that parcel granted to the County of Mendocino in a deed recorded May 6, 1974 in Book 961 of Official Records, Page 511, Mendocino County Records and the Point of Beginning of this description; thence South 79°53'00" East 787.22 feet to a 1/2 inch iron pipe marked L. S. 4805; thence South 89°08'00" East, 83.76 feet (Record: South 89°08'00" East, 83.85 feet) to a 1/2 inch iron pipe marked L. S. 4805 and the Southwesterly corner of Parcel 2 as shown on a Parcel Map filed April 26, 1974 in Map Case 2, Drawer 23, Page 90, Mendocino County Records, thence leaving the South boundary of said Lot 12 and along the boundary of said Parcel 2 North 2°15'29" East, 550.00 feet (Record: North 2°16'00" East, 550.00 feet) to a 1/2 inch iron pipe marked L. S. 4805; thence North 87°03'16" East 552.12 feet (Record: North 87°03'15" East, 552.12 feet) to a 1/2 inch iron pipe marked L. S. 4805 and the Northeasterly corner of said Parcel 2 and the Westerly right of way line of the Northwestern Pacific Railroad; thence leaving the boundary of said Parcel 2 and along the said Westerly right of way line North 2°15'31" East, 298.61 feet (Record: North 2°16'00" East, 298.78 feet) to a 1/2 inch iron pipe marked L. S. 4805 and the Northeasterly corner of that parcel granted to the Mendocino Grape Growers, Inc. in a deed recorded May 28, 1946 in Book 198 of Official Records, Page 405, Mendocino County Records; thence leaving said Westerly right of way line and along the Northerly boundary of said Mendocino Grape Growers, Inc. parcel South 87°04'00" West, 437.19 feet to an unmarked 3/4 inch iron pipe; thence North 2°56'38" West, 141.95 feet (Record: North 2°56'00" West, 142.00 feet) to an unmarked 3/4 inch iron pipe; thence South 87°04'00" West,

694.45 feet (Record: South 87°03'00" West, 694.48 feet) to an unmarked 1/2 inch iron pipe on the Northerly boundary of said Mendocino Grape Growers, Inc. parcel and the Northeasterly corner of Parcel 1 of said Parcel Map; thence along the boundary of said Parcel 1 South 8°25'48" West, 161.53 feet (Record: South 8°22'38" West, 161.53 feet) to an unmarked 1/2 inch iron pipe; thence South 84°02'45" West, 175.32 feet (Record: South 84°00'45" West, 175.34 feet) to a 1/2 inch iron pipe marked L S. 4805 and the Southwesterly corner of said Parcel 1 and the Easterly boundary of said County of Mendocino parcel; thence leaving said Parcel 1 and along said Easterly boundary South 9°32'40" West, 651.67 feet (Record: South 9°32'40" West, 651.56 feet) more or less to the point of beginning.

The above description is depicted upon an Instrument survey map prepared by T. M. Herman & Associates, dated April, 1991.

EXCEPTING FROM Parcels One and Two above that portion conveyed to the County of Mendocino in the Grant Deed recorded May 9, 2018 as 2018-05274 of Official Records.

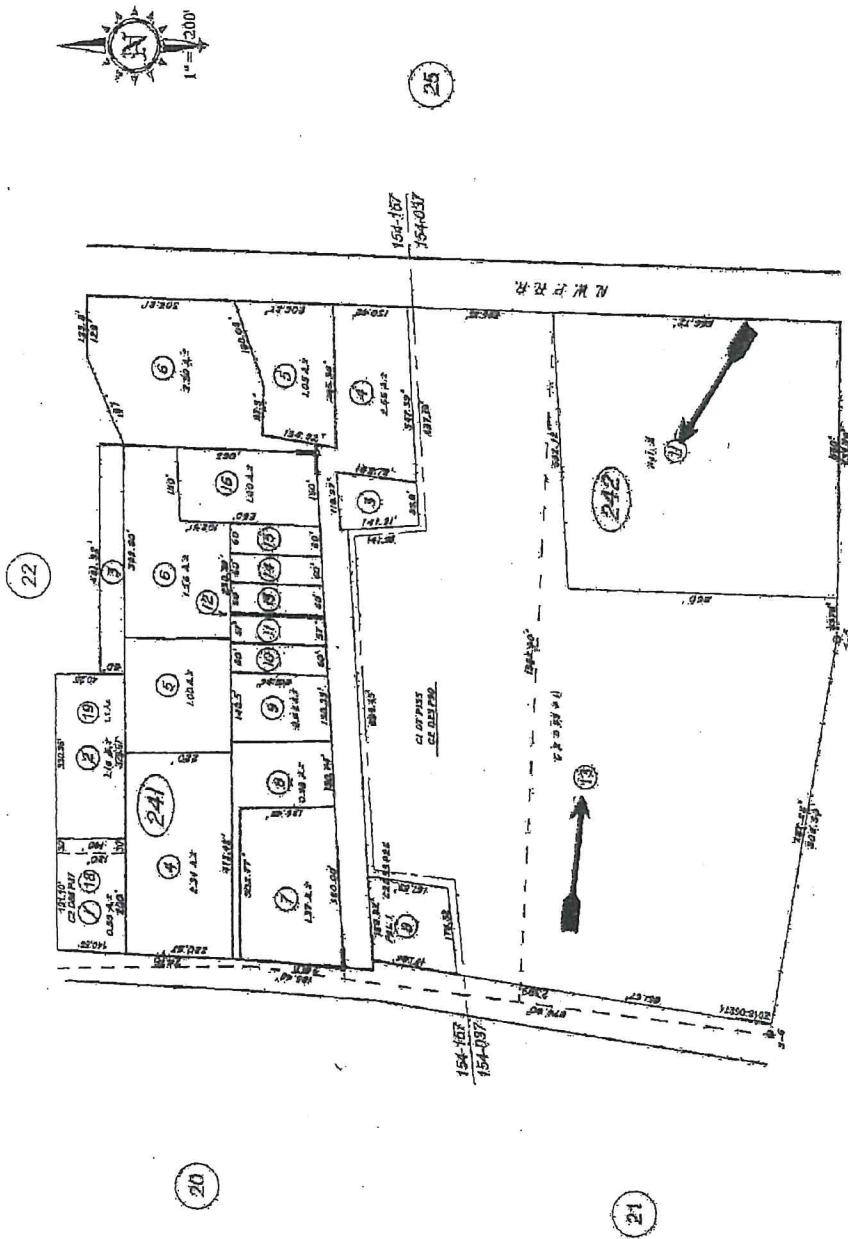
APN: 169-242-13

EXHIBIT C-3
DEPICTION OF
APN 169-242-11, 169-242-13

Exhibit C-3

154-037
154-157

Por. of Lot 12 Yokayo Rancho



Assessor's Map
County of Maricopa, Calif.
Updated October 22, 2018

NOTE: This map was prepared for
assessment purposes only. No liability
is assumed for the data delineated
thereon.

Notice: This is neither a plat nor a survey. It is furnished
merely as a convenience to aid you in locating the land
indicated hereon with reference to streets and other land.
No liability is assumed by reason of any reliance hereon.

Exhibit B
Certificate of Acceptance

**UKIAH VALLEY SANITATION DISTRICT
CERTIFICATE OF ACCEPTANCE OF
GRANT OF EASEMENT**

[Grant of Easement Interest in a Portion of APN 169-242-11, 169-242-13]

This Certificate of Acceptance pertains to the interests in real property conveyed by the Grant of Easement dated June 16, 2022 to which this Certificate of Acceptance is attached,

from: **CONSTELLATION BRANDS U.S. OPERATIONS, INC.**, a New York corporation, successor in interest to CANANDAIGUA WEST, INC., a New York corporation ("Grantor")

to: **UKIAH VALLEY SANITATION DISTRICT**, a sanitation district organized under the County Sanitation District Act (Health and Safety Code section 4700 *et seq.*) ("Grantee").

Said Grant of Easement is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing body, and Grantee hereby consents to recordation of such Grant.

Dated: 7/11/2022

UKIAH VALLEY SANITATION DISTRICT,
a county sanitation district

By: _____

Ernie Wipf
Ernie Wipf
Chair, Board of Directors

ATTEST:

By: _____

Chelsea Teague
Chelsea Teague
Secretary, Board of Directors

APPROVED AS TO LEGAL FORM:
BEST BEST & KRIEGER LLP

Joanna Gin
Joanna Gin
General Counsel

Signature Page