

WHEN RECORDED, PLEASE MAIL
THIS INSTRUMENT TO:

County of Solano
Solano County Resource
Management
Attn: Robert Liu, PE
675 Texas Street #5500
Fairfield, CA 94533

NO RECORDING FEE REQUIRED:
THIS DOCUMENT EXEMPT FROM
FEE PURSUANT TO Section 27383
OF CALIFORNIA GOVERNMENT CODE

GRANT OF ACCESS EASEMENT AND AGREEMENT

Project: Suisun Marsh Hill Slough Wildlife Area Right of Way Easement

County: Solano

Assessor's Parcel Nos.: 0173-280-040, 0173-280-060, 0173-280-050, 0046-140-030, and 0046-140-080

THIS AGREEMENT, made this _____ day of _____, 2019, by and between STATE OF CALIFORNIA, acting by and through its Wildlife Conservation Board on behalf of the California Department of Fish and Wildlife, hereinafter referred to as "Grantor", and The County of Solano, hereinafter referred to as "Grantee".

WHEREAS, Grantee has an existing roadway easement over Grantor's property which is commonly referred to as Grizzly Island Road, and Grantee desires to expand and straighten the road (the "Project").

WHEREAS, Grantee desires to acquire a certain easement ("Easement") in a portion of Grantor's property commonly known as Hill Slough Wildlife Area, (the "Land") for the Project, which easement is described in Exhibit A and depicted on Exhibits B, C, D and E containing four tracts of land incorporating a total of 85,057 square feet. ("Easement Area").

NOW, THEREFORE,

1. Grantor hereby grants to Grantee a nonexclusive easement on the Land located as described in Exhibits A and Exhibits B, C, D and E for so long as the Easement Area is used exclusively for the purpose(s) of access upon, though, over and across the hereinafter described real property together with the right to pave, maintain, and improve Grizzly Island Road and otherwise construct the Project. Grantor expressly reserves for itself, its successors and its

assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted.

2. Grantee shall maintain the Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense.

3. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Area.

4. This Easement is a unified conveyance and shall not be assigned in part or otherwise disseminated, and any such partial conveyance is void.

5. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

5. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area.

6. Grantor may relocate the Easement if in the opinion of Grantor it unreasonably interferes with the present or future use by Grantor of Grantor's land. The first such relocation shall be at Grantee's sole cost and expense with any subsequent relocation at Grantor's expense; provided, however, that Grantor shall provide to Grantee a substitute Easement Area reasonably suited to Grantee's needs.

7. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

8. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil

erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

9. This Grant of Easement is made on the express condition that the Grantor is to be free from any and all liability by reason of injury or death to persons or loss or damage to property, from whatever cause, arising out of the use by Grantee, its directors, officers, employees, agents, representatives or contractors ("Grantee's Parties") exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of Grantee thereto or thereon. Grantee, on behalf of itself and each of Grantee's Parties, waives all claims against the Grantor, its directors, officers, employees, agents, representatives and contractors, for injury (including death), loss or damage caused by, arising out of, or in any way connected with the exercise of the rights granted by this Easement. Grantee covenants and agrees to protect, save harmless, indemnify, and defend the Grantor, its directors, officers, employees, agents, representatives and contractors from and against any and all claims, losses, costs, expenses, damages or liability (collectively, "Claims") caused by, arising out of, or in any way connected with this Grant of Easement, including Claims caused by fire and any CEQA lawsuits against Grantor, any failure on the part of Grantee to fulfill its obligations under this Easement, and any exercise by Grantee of the rights granted by this Easement, except Claims resulting solely from the willful or grossly negligent acts of the Grantor. Grantee will further cause such indemnification and waiver of claims in favor of the Grantor to be inserted in each contract and agreement that Grantee executes for the provision of equipment, materials or services in connection with this Grant of Easement.

10. Grantor may terminate this Easement and all of the rights granted herein any time after six (6) months of continuous non-use of the Easement or the Easement Area by Grantee. In the event of such termination, the Easement shall be quitclaimed from Grantee to Grantor, without expense to Grantor, and any and all interest in Grantor's Land conveyed in this Easement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Easement Area. At the option of Grantor, all such improvements shall become the personal property of Grantor at no cost to Grantor.

11. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area, or against any of Grantor's real property as a result of the Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Easement Area or any of Grantor's real property.

12. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

13. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

14. This instrument shall be governed and construed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR:

STATE OF CALIFORNIA
Department of Fish and Wildlife
Wildlife Conservation Board

By 
John P. Donnelly, Executive Director
Wildlife Conservation Board

Date 8/22/19

GRANTEE:

THE COUNTY OF SOLANO

By _____

Its _____

Date _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Sacramento)
 On August 23 2019 before me, Mary Ahern, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared John P. Donnelly, Executive Director
 Name(s) of Signer(s)

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]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Suisun Marsh Hill Slough Wildlife Area Grant of Access Easement
 Document Date: _____ Number of Pages: 4 and Agreement
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: John P. Donnelly
☐ Corporate Officer — Title(s): Executive Dir.
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: WCB

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY, BEING PORTIONS OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST, M.D.B & M. AND SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, M.D.B. & M., LOCATED IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

COMMENCING AT THE SOUTHERLY TERMINUS OF THE COURSE SHOWN ON SHEET 4 OF 17 ON THE RECORD OF SURVEY RECORDED ON MARCH 8, 1985 IN BOOK 17 OF SURVEYS, PAGES 38 TO 54, SOLANO COUNTY RECORDS, AS "NORTH 0° 57' 36" WEST, 2445.02 FEET, BEING THE CENTERLINE OF GRIZZLY ISLAND ROAD"; THENCE ALONG LAST SAID COURSE NORTH 0° 57' 36" WEST, 61.58 FEET; THENCE LEAVING SAID COURSE NORTH 89° 02' 24" EAST, 25.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF GRIZZLY ISLAND ROAD AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY RIGHT OF WAY NORTH 0° 57' 36" WEST, 2380.10 FEET; THENCE NORTH 14° 17' 01" EAST, 341.37 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 10° 18' 31" WEST 19.92 FEET; THENCE SOUTH 11° 09' 26" WEST 105.89 FEET; THENCE SOUTH 11° 20' 32" WEST 141.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIAL BEARING OF NORTH 79° 01' 27" WEST, A RADIUS OF 815.02 FEET, A CENTRAL ANGLE OF 10° 58' 25", AND A LENGTH OF 156.10 FEET; THENCE SOUTH 0° 58' 44" EAST 80.17 FEET; THENCE SOUTH 1° 04' 59" EAST 2,212.90 FEET; THENCE SOUTH 89° 23' 09" WEST 20.69 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 46,625 SQ FT, MORE OR LESS.

TRACT 2

BEGINNING AT THE SOUTHWEST CORNER OF LOT 30, AS SHOWN ON THE SUBDIVISION MAP RECORDED ON JUNE 2, 2006 IN BOOK 83 OF SUBDIVISION MAPS AT PAGES 9 TO 11, SOLANO COUNTY RECORDS, SAID CORNER ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF GRIZZLY ISLAND ROAD AS SHOWN ON THE RECORD OF SURVEY RECORDED ON MARCH 8, 1985 IN BOOK 17 OF SURVEYS, PAGES 38 TO 54, SOLANO COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 30, SOUTH 87° 54' 46" EAST, 7.49 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 1° 13' 16" EAST, 561.39 FEET; THENCE SOUTH 00° 45' 30" EAST, 903.80 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY OF GRIZZLY ISLAND ROAD AS SHOWN ON SAID RECORD OF SURVEY; THENCE, ALONG SAID RIGHT OF WAY, NORTH 16° 45' 14" WEST, 80.09 FEET; THENCE NORTH 00° 20' 36" WEST, 1388.59 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 23,237 SQ FT, MORE OR LESS.

TRACT 3

COMMENCING AT THE SOUTHEAST CORNER OF THE PARCEL SHOWN ON THE RECORD OF SURVEY RECORDED ON FEBRUARY 8, 1962, IN BOOK 7 OF SURVEYS AT PAGE 90, SOLANO COUNTY RECORDS, SAID CORNER ALSO BEING ON THE WESTERLY RIGHT OF WAY OF GRIZZLY ISLAND ROAD AS SHOWN ON THE RECORD OF SURVEY RECORDED ON MARCH 8, 1985, IN BOOK 17 OF SURVEYS AT PAGES 38 TO 54, SOLANO COUNTY RECORDS; THENCE ALONG SAID WESTERLY RIGHT OF WAY SOUTH 00° 20' 36" EAST, 280.45 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY RIGHT OF WAY SOUTH 16° 45' 14" EAST, 176.84 FEET; THENCE SOUTH 14° 17' 01" WEST, 474.25 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY NORTH 00° 57' 36" WEST, 17.75 FEET; THENCE NORTH 11° 34' 16" EAST, 360.35 FEET; THENCE NORTH 1° 19' 16" WEST, 258.21 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 11,920 SQ FT, MORE OR LESS.

TRACT 4

COMMENCING AT THE SOUTHERLY TERMINUS OF THE COURSE SHOWN ON SHEET 4 OF 17 ON THE RECORD OF SURVEY RECORDED ON MARCH 8, 1985 IN BOOK 17 OF SURVEYS, PAGES 38 TO 54, SOLANO COUNTY RECORDS, AS "*NORTH 0° 57' 36" WEST, 2445.02 FEET, BEING THE CENTERLINE OF GRIZZLY ISLAND ROAD*"; THENCE ALONG LAST SAID COURSE NORTH 0° 57' 36" WEST, 18.22 FEET; THENCE LEAVING SAID COURSE SOUTH 89° 02' 24" WEST, 25.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF GRIZZLY ISLAND ROAD AS SHOWN ON SAID RECORD OF SURVEY;

THENCE, ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 71° 12' 10" WEST, 75.46 FEET; THENCE SOUTH 68° 31' 05" WEST, 13.61 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY NORTH 40° 00' 08" EAST, 105.24 FEET; THENCE NORTH 12° 44' 33" EAST 65.81, FEET MORE OR LESS TO SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 0° 57' 36" EAST, 115.52 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 3,275 SQ FT, MORE OR LESS.

APN 0173-280-060 AND 0046-140-030 PORTIONS.

APN 0173-280-040 AND 0046-140-080 PORTIONS.

BEARINGS ARE BASED ON BOOK 17 OF SURVEYS, PAGES 38 TO 54, SOLANO COUNTY RECORDS.

EXHIBITS "B", "C", "D" AND "E" BEING PAGES 4 THROUGH 7 ARE HEREIN MADE PART OF THIS DESCRIPTION BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.


JAMES A. THORNTON
PLS 8926

8/8/19
DATE



Exhibit B

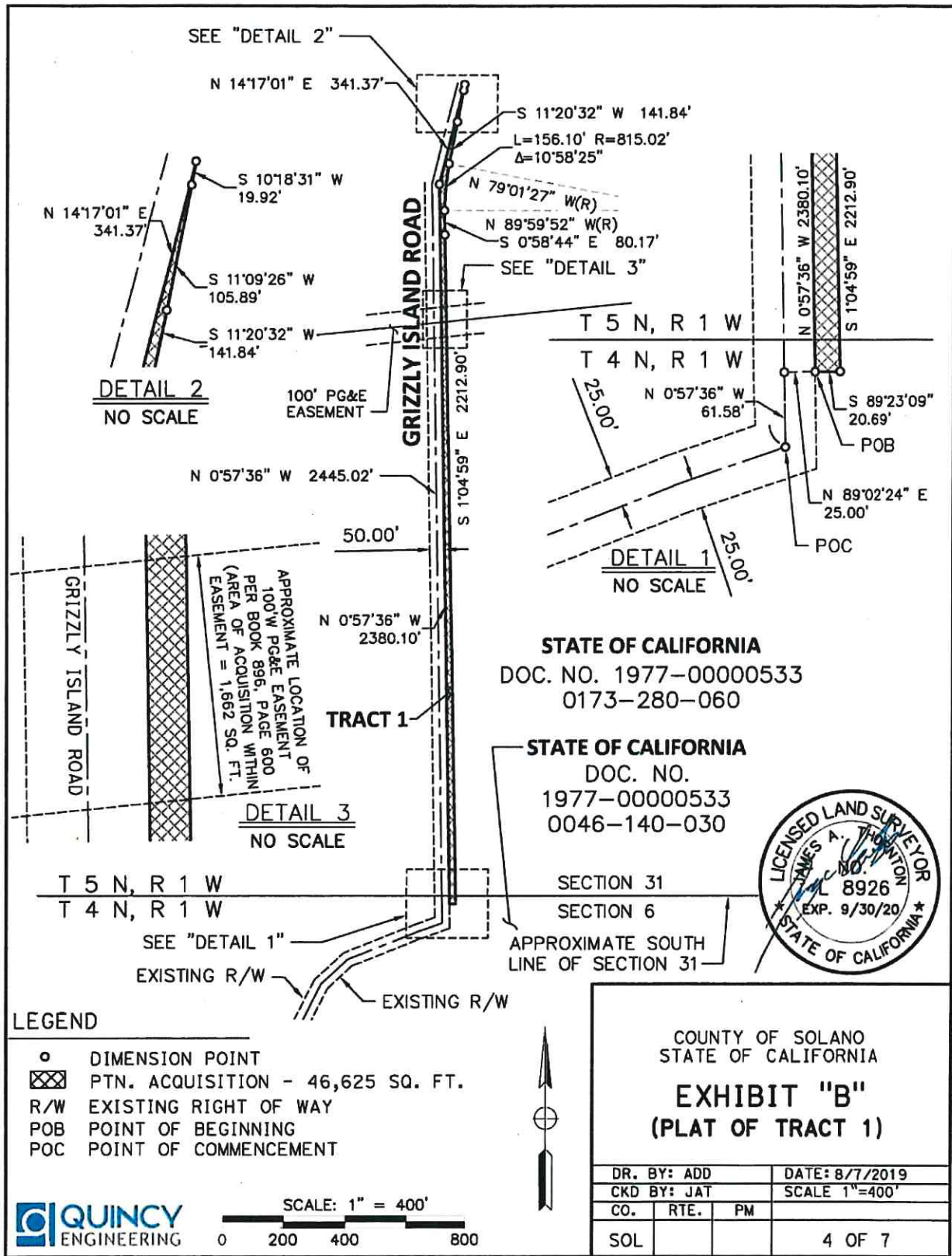


Exhibit C

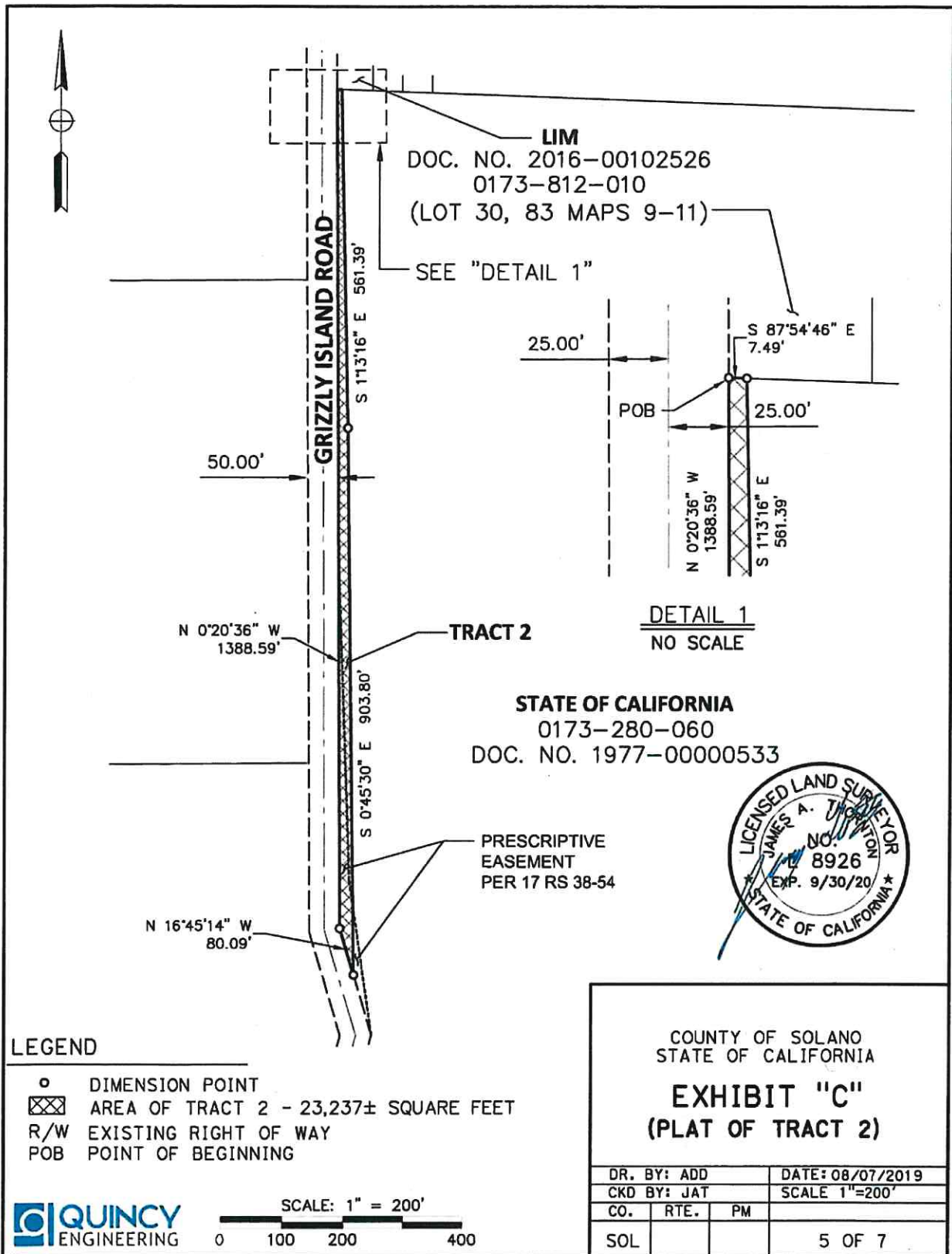


Exhibit D

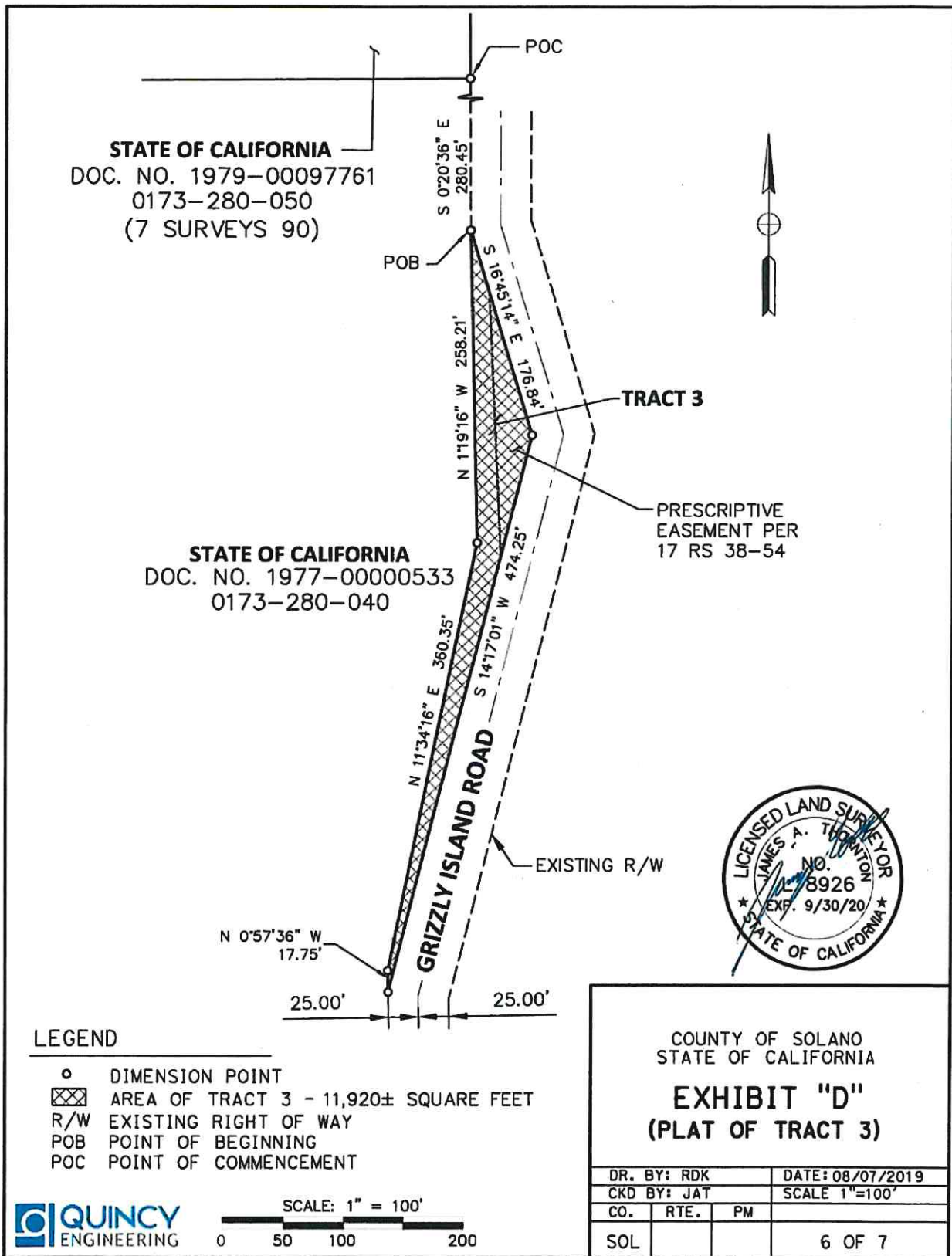


Exhibit E

