This Recording for the Public Benefit Pursuant to the Provisions of Government Code Section 6103

Recording Requested By and When Recorded Return To:

#### SOLANO IRRIGATION DISTRICT

810 Vaca Valley Parkway, Suite 201 Vacaville, CA 95688



## GRANT OF EASEMENT

LATERAL: Young Lateral APN: 0044-250-080

THIS INDENTURE between

COUNTY OF SOLANO, a political subdivision of the State of California,

Hereinafter called the Grantor, and

SOLANO IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of California

Hereinafter called the Grantee.

### WITNESSETH

Grantor hereby grants to Grantee, its successors and assigns, a perpetual non-exclusive easement and right-of-way for the conveyance of water in underground pipelines, and uses necessary for the construction, operation, maintenance, repair and replacement thereof, such as installation of utility lines and access roads, upon and across that certain property located in the unincorporated area of County of Solano, State of California, more particularly described in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part thereof.

The grant of easement herein contained shall include the right, without further encroachment permit authority or conditions which requirements unreasonably burden or delay Grantee's exercise of its rights of use, to enter upon said land to survey, improve, construct, reconstruct, maintain, alter, redesign, operate, control and use any and all of the facilities, fixtures and appurtenances whether located below or above ground from time to time thereon.

Grantor and his/her constituents shall not permit or erect any temporary or permanent structures in the easement area described and shown without the express written permission from Grantee. This

### Grant of Easement, Young Lateral, APN 0044-250-080

includes, but is not limited to, barns, out buildings, concrete walls and footings, concrete slabs, retaining walls, wood or steel ornamental fencing, concrete or asphalt pathways, walkways, driveways and/or roadways as provided in the Right of Entry Agreement between the parties relating to the easement. Grantee shall consent in writing to any such installation, notwithstanding the non-exclusive nature of Grantee's easement, Grantor shall be responsible for undertaking all acts and bearing all expenses for removal, protection, and replacement of any of Grantor's improvements should Grantee reasonably require those measures to perform maintenance, repair, or reconstruction of Grantee's pipeline improvements.

Grantor and its agents shall not plant any trees in the easement area without the express written permission from Grantee.

Grantor and his/her constituents shall not landscape within six (6.00) feet on either side of the outside diameter of any pipelines installed by the Grantee. This includes, but is not limited to, shrubbery, flowers or ground cover that would inhibit the visual detection of a pipeline leak.

Grantee shall not be responsible or held accountable for and Grantor shall bear and pay for any damage to temporary or permanent structures, landscaping and/or above ground improvements, erected, installed, or planted in the easement, including, without limitation, any cracking of concrete or asphalt pathways, walkways, driveways and/or roadways areas arising from Grantee's inspection, maintenance, or reconstruction of its facilities within the easement area.

Grantor also grants to Grantee, the right of ingress to said easement and egress there from, across, and upon adjacent lands of Grantor for reasonable inspection and construction purposes by means of presently existing roads and lanes and any roads and lanes hereafter constructed or located thereon, if such there be, and the right to erect, maintain and use gates in all fences which now cross or shall hereafter cross said roads and lanes.

Grantor reserves the right to cultivate, occupy and use the premises for any purpose consistent with the rights and privileges above granted and which will not interfere with, burden, or endanger any of the structures or equipment of the Grantee or the use thereof.

WITNESSETH, Grantors have hereunto set th	eir hands this day of, 2025.
	GRANTOR - COUNTY OF SOLANO, a Political subdivision of the State of California
and the second of the second o	By: Ian M. Goldberg County Administrator, County of Solano

# $\bullet \ CERTIFICATE \ OF \ ACCEPTANCE, GOVERNMENT \ CODE, SECTION \ 27281 \ \bullet \\$

dated, 2025 ft the State of California to <b>SOLANO IRRIG</b> existing under and by virtue of the laws of the	the real property conveyed by the above Grant of Easement Grom COUNTY OF SOLANO, a political subdivision of ATION DISTRICT, an irrigation district organized and the State of California, is hereby accepted by order of the ct on
Dated: By:	y Keaten, General Manager,
	y Keaten, General Manager, and of Directors of the Solano Irrigation District
CALIFORNIA ALL-PURPOSE ACKNOV	VLEDGMENT CIVIL CODE § 1189
	rtificate verifies only the identity of the individual who signed the and not the truthfulness, accuracy, or validity of that document
State of California )ss. County of Solano )	
subscribed to the within instrument and acknowled	, Notary Public, personally appeared usis of satisfactory evidence to be the person whose name is dged to me that he executed the same in his authorized capacity, on, or the entity upon behalf of which the person acted, executed
I certify under PENALTY OF PERJURY under the true and correct.	he laws of the State of California that the forgoing paragraph is
WITNESS my hand and official seal.	This area for official notarial seal.
Signature	
Događeni strene se governosti i tem se se su og se	

## **EXHIBIT "A"**



SURVEYORS INSPECTORS

211 GATEWAY ROAD WEST SUITE 204

TE 204 NAPA, CA 94558-6279

WWW.CHAUDHARY.COM

707.255.2729

### Exhibit A

Legal Description

## Portion Parcel 2 Doc. #2007-00115537

A portion of the Suisun Rancho in the County of Solano, State of California described as follows;

A 20 foot strip of land over, upon and across a portion of the real property described as Parcel 2 in that certain Grant Deed to The County of Solano recorded November 5, 2007 in Document Number 2007-00115537 filed in the Office of the County Recorder of Solano County, State of California, said portion being more particularly described as follows;

Beginning at the Southeast corner of said Parcel 2; thence along the southerly line thereof S 79° 18′ 36″ W, 1,729.30 feet to a point on the northeasterly line of that 20-foot easement to Solano Irrigation District described in the Grant of Easement recorded March 28,1960 in Book 1020 of Official Records, at Page 676 in the Office of the County Recorder of Solano County;

thence, along said northeasterly easement line N 56° 03' 24" W, 28.47 feet;

thence, leaving last said line, northeasterly parallel with and 20 feet northerly of the aforementioned southerly boundary line of Parcel 2, N 79° 18′ 36" E, 1,749.91 feet to a point in the easterly boundary line of said Parcel 2;

thence, along said easterly line S 9° 41' 24" E, 20.00 feet to the Point of Beginning.

Containing 0.799 acres, more or less.

Bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 2. Multiply grid distances shown by 0.999972 to obtain ground distances.

This easement description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature

Steven M Mendenhall PLS 4444

Date: April 15, 2025

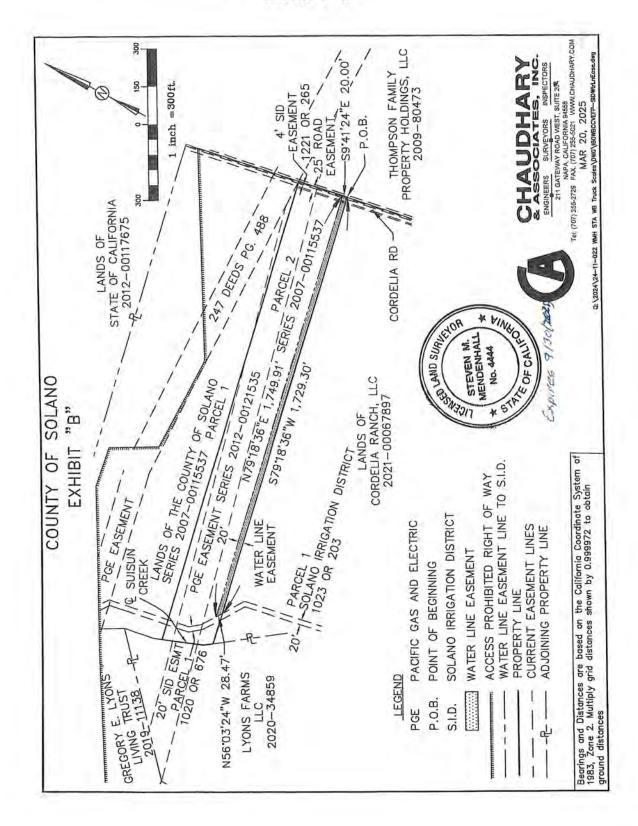
STEVEN M.
MENDENHALL
No. 4444

THE OF CALIFORNIA

BUILDING THE INFRASTRUCTURE

PROTECTING THE ENVIRONMENT

## **EXHIBIT "B"**



## SID RESOLUTION NO. 20-\_\_\_

• ***		 _, California
	-	 , 2025

LATERAL: Young Lateral

**APN:** 0044-250-080

A Grant of Easement in the form attached hereto as Exhibit "A" ("Grant of Easement") covering the property particularly described and depicted in exhibits attached thereto ("Property"), shall be executed on behalf of the County of Solano (Grantor) and delivered to the Solano Transportation Authority (Authority) in care of L. Lucy Owens, Right of Way Agent for the Authority, for conveyance to Solano Irrigation District (SID or Grantee) as provided herein.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

- 1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the Authority of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed improvement.
  - (B) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.
  - (C) Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.
  - (D) Each of the Parties represents and warrants that each of the persons executing this Agreement has full and complete legal authority to do so and thereby binds the party to this Agreement.
- 2. Within 30 days after receiving from Grantor the original executed Grant of Easement, the Authority shall pay to Grantor the sum of Six Thousand Nine Hundred Dollars, (\$6,900.00) for the property or interest conveyed by the Grant of Easement. Authority shall not deliver the Grant of Easement to SID for recording until payment is made to Grantor.

- 3. Grantor hereby represents and warrants that, to the actual knowledge of Grantor, without any duty of inquiry or investigation, during the period of grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances of Hazardous Wastes on, from, or under the property. Grantor further represents and warrants that, to the actual knowledge of Grantor, without any duty of inquiry or investigation, Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or Hazardous Wastes, on, from, or under the property which may have occurred prior to Grantor taking title to the property.
- 5. The Authority acknowledges that it is purchasing the Grant of Easement on behalf of SID solely in reliance on the Authority's own investigations and that no representations or warranties of any kind whatsoever, express or implied, excepting only those set forth above in Paragraph 4, have been made by Grantor or Grantor's representatives, and the Authority agrees that the property interests are being acquired in their "as-is" condition.
- 6. This transaction will be handled through an internal escrow with Solano Transportation Authority, 423 Main Street, Suisun City, CA, 94585.
- 7. This agreement may be executed in counterparts that, together, represent one and the same instrument.
- 9. This agreement shall be interpreted and enforced in accordance with the laws of the State of California. Any claim or litigation arising under this agreement must be filed in a state or federal court in California that has jurisdiction over the subject matter thereof and the parties hereto. Nothing in this agreement waives any applicable claim presentation requirements of the Government Claims Act.
- 10. Except to the extent that this Agreement expressly provides otherwise, nothing in this agreement confers any rights or obligations on any person or entity other than the parties hereto.

[Remainder of page left blank. Signatures on next page.]

*In Witness Whereof,* the Parties have executed this agreement the day and year first above written.

SOLANO TRANSPORTATION AUTHORITY

GRANTOR: SOLANO COUNTY

Daryl K. Halls, Executive Director

Ву \_\_\_\_\_

lan M. Goldberg

County Administrator, County of Solano

APPROVED as to form:

David J. Gallegos

Deputy County Counsel