

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

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 their hands this ____ day of _____, 2025.

GRANTOR - COUNTY OF SOLANO,
a Political subdivision of the State of California

By: _____

Ian M. Goldberg
County Administrator, County of Solano

• CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281 •

THIS IS TO CERTIFY that the interest in the real property conveyed by the above Grant of Easement dated _____, 2025 from **COUNTY OF SOLANO**, a political subdivision of the State of California to **SOLANO IRRIGATION DISTRICT**, an irrigation district organized and existing under and by virtue of the laws of the State of California, is hereby accepted by order of the Board of Directors of Solano Irrigation District on _____, 2025, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Cary Keaten, General Manager,
Board of Directors of the Solano Irrigation District

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)ss.
County of Solano)

On _____, 2025, before me _____, Notary Public, personally appeared **CARY KEATEN**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.

EXHIBIT "A"



CHAUDHARY
& ASSOCIATES, INC.

211 GATEWAY ROAD WEST SUITE 204 NAPA, CA 94558-6279 707.255.2729

ENGINEERS

SURVEYORS

INSPECTORS

WWW.CHAUDHARY.COM

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



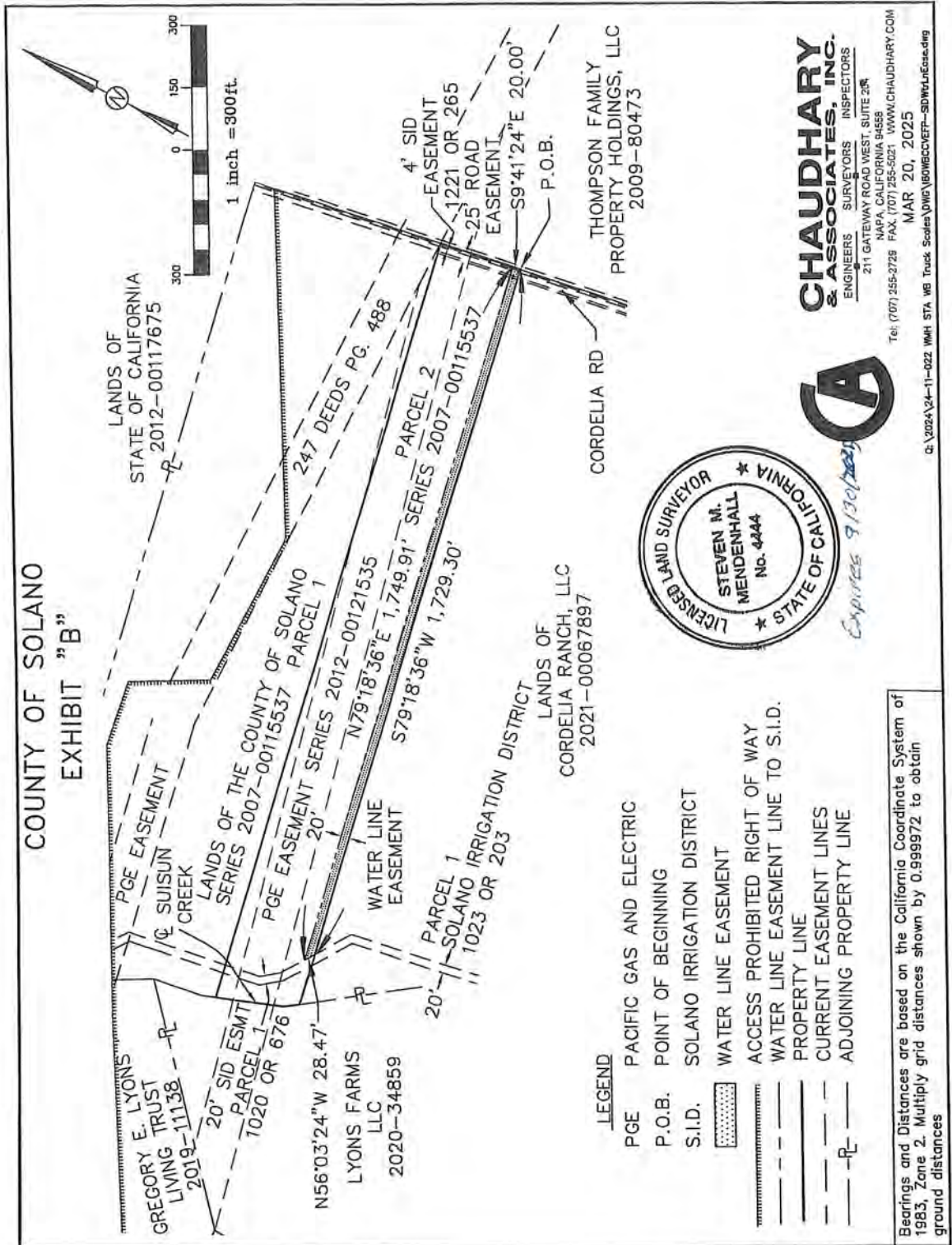
EXPIRES 9/30/2025

BUILDING THE INFRASTRUCTURE



PROTECTING THE ENVIRONMENT

EXHIBIT "B"



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

SID RESOLUTION NO. 20-_____

RIGHT OF WAY CONTRACT - INTERNAL ESCROWS

RW 8-3A (Rev. 4/21)

Page 1 of 3

_____, 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.

RIGHT OF WAY CONTRACT - INTERNAL ESCROWS

RW 8-3A (Rev. 4/21)

Page 2 of 3

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.]

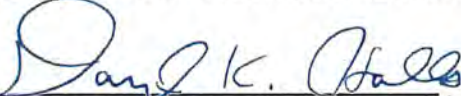
RIGHT OF WAY CONTRACT - INTERNAL ESCROWS

RW 8-3A (Rev. 4/21)

Page 3 of 3

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

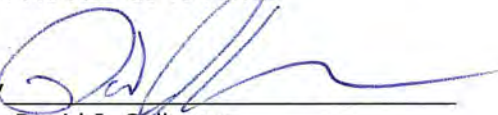
SOLANO TRANSPORTATION AUTHORITY

By 
Daryl K. Halls, Executive Director

GRANTOR: SOLANO COUNTY

By _____
Ian M. Goldberg
County Administrator, County of Solano

APPROVED as to form:

By 
David J. Gallegos
Deputy County Counsel