

RECORDING REQUESTED BY:

City of Fairfield  
1000 Webster Street  
Fairfield, CA 94522  
Attn: \_\_\_\_\_

APN: 0032-010-240

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**This Document is recorded for the benefit of the City of Fairfield and is exempt from recording fees pursuant to Sections 6103, 27383 and 27388.1 of the California Government Code.**

**EASEMENT AGREEMENT [MONUMENT SIGN]**

THIS EASEMENT AGREEMENT [MONUMENT SIGN] ("**Agreement**") is made as of \_\_\_\_\_, 2023 ("**Effective Date**") by and between the Fairfield Housing Authority, a public body ("**Authority**") and the City of Fairfield ("**City**"), a California municipal corporation.

**RECITALS**

A. Authority is the owner of that certain land legally described on Exhibit "A" attached hereto and made a part hereof, and depicted on Exhibit "B" attached hereto and made a part hereof, (the "**Easement Area**").

B. The City is the owner of that certain monument sign presently located on the Easement Area (the "**Monument Sign**") and the City wishes to obtain and the Authority wishes to grant to and for the benefit of the City, in perpetuity, a monument sign easement over, across and upon the Easement Area, for the purposes of operating, maintaining, repairing, reconstructing, replacing and renewing the Monument Sign, upon and subject to the conditions and limitations herein contained.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Authority and City hereby agree as follows:

1. Easement Grant. Subject to the conditions and limitations herein contained, Authority hereby grants to City a non-exclusive easement over, across, and upon the Easement Area for the purposes of operating, maintaining, repairing, reconstructing, replacing, removing, and renewing the Monument Sign, together with the right of access to the Easement Area and areas immediately adjacent thereto as may be reasonably and temporarily necessary for such purposes.

2. Exercise of Easement Rights. City shall pay all costs and expenses of any nature whatsoever relating to the exercise of the easement rights granted herein. City and its contractors and subcontractors shall be solely responsible for the transportation, safekeeping and storage of materials and equipment used in the exercise of the easement rights granted herein, for the removal

of waste and debris resulting therefrom, and for the prompt repair of any damage caused by City, its contractors and subcontractors, to the Easement Area or the property. Except in the event of an emergency, the exercise of the easement rights granted herein shall be performed in such a manner and at times so as not to interfere with any tenant or occupant of the property or with work being done at the property or with any business being conducted on the property. In the event the exercise of the easement rights granted herein detrimentally affects the condition of the Easement Area or the property or any part thereof, City shall promptly restore the Easement Area or the property or any part thereof to its original condition.

3. Compliance with Laws; Maintenance. City shall maintain the Monument Sign and the Easement Area in good order, condition and repair, in compliance with all applicable laws and regulations, and otherwise in a manner consistent with other public improvements of City.

If City fails to perform maintenance or repairs as required herein, and such failure continues for a period of thirty (30) days following written notice from Authority, the Authority shall have the right to perform any such maintenance or repairs and all costs and expenses incurred by Authority in connection therewith shall be due from City to Authority upon demand.

4. Mechanics' Liens. In the exercise of the easement rights granted herein, City shall not permit or suffer any mechanics' liens claims to be filed or otherwise asserted against the Easement Area or the property, and shall promptly discharge the same in case of the filing of any claims for liens or proceedings for the enforcement thereof.

5. Duration. The easement, covenants, conditions and restrictions contained herein shall be perpetual and shall create mutual benefits and covenants running with the land, and shall be binding upon and inure to the benefit of City and Authority and their respective successors and assigns; provided, however, if City ceases to use, maintain and/or repair the Monument Sign or the Easement Area, then City shall remove the Monument Sign from the Easement Area at its sole cost and within a reasonable time thereafter, and this Agreement shall terminate, without further act of the parties. Under said circumstances, City shall execute such documents as Authority may reasonably require to evidence such termination.

6. Indemnification. City agrees to defend, indemnify and hold harmless Authority from and against all claims, damages, liabilities and expenses (including reasonable attorneys' fees, court costs and expenses) which are incurred by Authority in connection with loss of life, personal injury and/or property damage arising from exercise of the easement rights granted herein, except to the extent caused by the negligence of Authority. Authority shall tender defense of any matter subject to the foregoing indemnity to City in sufficient time to avoid prejudice, for handling by counsel selected by City and reasonably acceptable to Authority.

7. Rights Reserved. Authority reserves and shall continue to enjoy the use of the property for any purpose which does not materially interfere with or prevent the use by City of the easement herein granted, including the right to locate and relocate buildings, driveways, parking areas and other improvements to be located upon the property.

8. Relocation of Easements. Authority reserves the right at any time and from time to time to relocate all or a portion of the easement granted by Authority, provided that Authority has

obtained the prior written consent of City, which consent shall not be unreasonably withheld, delayed or conditioned, so long as (i) the easement so relocated will be of substantially equivalent usefulness to City for the purposes stated in this Agreement, (ii) all costs incurred to effect such relocation shall be paid by Authority, and (iii) Authority shall provide to City prior written notice of the commencement of any such relocation.

9. Entire Agreement. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all parties to this Agreement, which is recorded in the official records of Solano County, California. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations, discussions, writings and agreements between them in connection therewith.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

11. Partial Invalidity. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless as a result the purpose and intent of this Agreement shall thereby be substantially and essentially impaired. In such event, the parties shall diligently proceed to revise this Agreement in order to memorialize such purpose and intent.

12. Attorneys' Fees. In the event of any controversy, claim or dispute relating to this Agreement, the prevailing party in a non-appealable judicial resolution of such controversy, claim or dispute shall be entitled to recover from the other party reasonable expenses, including attorneys' fees and costs.

13. Notices. Any notice required or permitted to be given by any party upon the other shall be given by certified mail, return receipt requested, by nationally recognized overnight courier, or by personal delivery addressed as follows:

If to City:

City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533  
Attn: City Manager

with a copy to:

Richards, Watson & Gershon  
One Sansome Street, Suite 2850  
San Francisco, CA 94104  
Attn: David Lim

If to Authority:

Fairfield Housing Authority  
1000 Webster Street  
Fairfield, CA 94533  
Attn: Executive Director

All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified or registered letters, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery and on the same day if sent by personal delivery. Attorneys for each party shall be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Miscellaneous. In the event that any property subject to this Agreement is subdivided after the date hereof, the benefits and burdens created hereby shall benefit and be binding upon any tract(s) created by such subdivision, and all references herein to any such property shall mean and refer to the tract(s) created by such subdivision, and all rights and obligations of the owner of such property shall be deemed to be the rights and obligations of the owner(s) of any tract(s) created by such subdivision. Whenever a transfer occurs in the ownership of the Easement Area or part thereof, the transferor shall have no further liability for a breach of covenant occurring thereafter as to such land or easement which has been transferred.

*[Remainder of this page intentionally left blank]  
[Signatures appear on next page]*

IN WITNESS WHEREOF, Authority and City have caused this Agreement to be executed as of the Effective Date.

**CITY:**

City of Fairfield,  
a California municipal corporation

By: \_\_\_\_\_  
Name: David Gassaway  
Title: City Manager

**AUTHORITY:**

Fairfield Housing Authority,  
a public body

By: \_\_\_\_\_  
Name: David Gassaway  
Title: Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Karen L. Rees, City Clerk

**ATTEST:**

By: \_\_\_\_\_  
Karen L. Rees, Secretary

**CALIFORNIA ALL-PURPOSE 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 Solano                    )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
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\_\_\_\_\_

(Seal)

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State of California                    )  
County of Solano                    )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
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\_\_\_\_\_

(Seal)

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION OF THE PROPERTY**

The land described herein is situated in the State of California, County of Solano, City of Fairfield, described as follows:

ALL THAT PROPERTY BEING A PORTION OF THAT CERTAIN 286.30 ACRE FIELD DESCRIBED AS THE "LENNON FIELD" IN THE DEED RECORDED IN THE OFFICIAL RECORDS OF SOLANO COUNTY, CALIFORNIA IN BOOK 95 AT PAGE 424, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 251 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "VINEYARDS UNIT NO. 3" ON THE SUBDIVISION MAP RECORDED IN THE OFFICE OF THE RECORDER OF SOLANO COUNTY, CALIFORNIA IN BOOK 40 OF SUBDIVISIONS AT PAGE 95, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE DEED RECORDED IN THE OFFICIAL RECORDS OF SOLANO COUNTY, CALIFORNIA IN BOOK 1980 AT PAGE 66611; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL (1980 ' OR 66611), NORTH 79° 51' 12" EAST, 702.70 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 02' 22" WEST, 210.20 FEET; THENCE NORTH 87 DEGREES 39' 15" EAST, 1237.98 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 7720.00 FEET; THENCE EASTERLY ALONG SAID CURVE 796.56 FEET THROUGH A CENTRAL ANGLE OF 05 DEGREES 54' 40"; THENCE NORTH 81 DEGREES 44' 35" EAST, 857.89 FEET; THENCE NORTH 51 DEGREES 54' 31" EAST, 135.99 FEET TO A POINT, SAID POINT LIES ON THE WESTERLY BOUNDARY OF PENNSYLVANIA AVENUE (ALSO KNOWN AS COUNTY ROAD NO. 116), THENCE ALONG SAID WESTERLY BOUNDARY OF PENNSYLVANIA AVENUE, NORTH 06 DEGREES 36' 56" EAST 424.06 FEET, TO A POINT, 1 SAID POINT BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE DEED RECORDED IN THE OFFICIAL RECORDS OF SOLANO COUNTY, CALIFORNIA IN BOOK 1981 AT PAGE 18815; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL (1981 OR 18815) SOUTH 79 DEGREES 51' 12" WEST, 3078.85 FEET TO THE POINT OF BEGINNING.

APN: 0032-010-240



# EXHIBIT "B"

EXHIBIT B

