

No Recording Fees Required  
Per Government Code  
Section 27383

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

ELSINORE VALLEY MUNICIPAL  
WATER DISTRICT  
P.O. Box 3000  
31315 Chaney Street  
Lake Elsinore, CA 92531

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TRA: (Space above this line is for Recorders use) EVMWD#: \_\_\_\_\_  
APN: \_\_\_\_\_  
Exempt from Recording Fees per Gov. Code § 27383  
Exempt from Documentary Tax Transfer per Calif.  
Rev. & Tax. Code § 11922

### GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged,

do(es) hereby grant to ELSINORE VALLEY MUNICIPAL WATER DISTRICT, a public agency of the State of California (“**Grantee**”), and its successors and assigns, a perpetual, exclusive easement and right-of-way (“**Easement**”) to construct, reconstruct, install, enlarge, survey, replace, remove, relocate, repair, alter, improve, operate, maintain, inspect, and use sewer facilities and other appurtenant appliances and fixtures (“**Facilities**”), which Facilities may be installed at different times, and over a period of time, and necessary devices and appurtenances thereto in, on, over, under, along and across that certain real property in the County of Riverside, State of California, described in **Exhibit “A”** and depicted in **Exhibit “B”**, **both of which are** attached hereto and by reference made a part hereof (“**Easement Area**”).

The foregoing Easement includes the reasonable right of access to and from the Easement Area for the purpose of exercising the rights granted herein.

The Facilities and appurtenances may be constructed within the Easement Area any distance either below or above the ground surface. The Easement herein granted includes the right to enter the Easement Area, to survey, construct, reconstruct, lay, relay, maintain, operate, control, use and remove said Facilities, fixtures, appurtenances, and to remove objects interfering with the construction, operation and maintenance thereof.

Grantor(s) shall not have the right to cultivate, occupy or use the Easement Area for any purpose inconsistent with the rights and privileges granted herein or which would interfere with or endanger said Facilities, fixtures and appurtenances or the use thereof. Grantee shall use due care in the construction, operation and maintenance of said Facilities, fixtures and appurtenances.

Grantor(s), and Grantor(s)’s successors and assigns, further agree that no building, fences, walls or other structures of any kind, or trees, shall be installed, constructed, erected, placed planted or maintained in any portion of the Easement Area, and no shrubs or other plants or vegetation shall be placed, planted or maintained in the portion of Easement Area, and no changes in the alignment of grading of the Easement Area will be made without prior written consent of the Grantee.

The Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors, and workmen to: (i) perform all activities as may be necessary to facilitate the purposes of the Easement; (ii) use, control and occupy the Easement Area non-exclusively

with Grantor(s); (iii) have access to, ingress to, and egress from the Easement Area; (iv) construct and relocate the sewer and related facilities within said Easement Area, and to use gates in all fences which now cross said Easement Area; (v) use and temporarily place and operate tools, equipment, machinery, and

materials on the Easement Area, and (vi) trim, cut, remove, or clear away any trees, brush, or other vegetation or flora, including the roots thereof, located within the Easement Area. No additional fences or gates or gates shall be constructed across said Easement Area unless approved in writing by the Grantee. Grantee shall also have the right to mark the location of this easement in a manner which will not interfere with Grantor(s)'s reasonable and lawful use of said Easement Area.

Grantee shall also have the right to grant, transfer and/or assign from time to time all or a portion of the easement rights created herein to one or more parties, including, without limitation, to any other governmental district, entity or agency with jurisdiction over any portion of the Easement Area if necessary or appropriate to use or develop any portion of Grantee's other properties. The easements created herein may only be terminated or extinguished by a written and recorded document executed by Grantee, and not by any operation or theory of law.

Grantee, and its successors and assigns, shall defend and indemnify Grantor and its successors and assigns from and against any claim, action, cost, expense or liability arising out of the easement rights created herein, including without limitation use of the easement by Grantee, its agents or assignees, or third parties, and also including without limitation mechanic's or materialman's liens against any portion of the Easement Area or the real property of which it is a part. Grantee, and its successors and assigns, shall also provide Grantor, and its successors and assigns, evidence that Grantee maintains a general liability insurance and worker's compensation policy covering the activities in the Easement Area and naming Grantor, its successors and assigns, as additional insureds. Such insurance shall have limits in the aggregate of not less than \$1,000,000 per occurrence. The provision and limits of insurance so provided will not be deemed to limit the indemnity obligations stated above. Upon assignment by Grantee of all rights under this Easement to a third party and assumption in writing of such obligations by that party, Grantee shall have no liability hereunder for matters occurring after the recordation of such assignment/assumption document. The use of the easements granted herein shall be done with the minimum reasonable disruption to Grantor, and in compliance with all applicable state and federal laws, ordinances and regulations (including, without limitation, regulations concerning hazardous materials and clean water).

**GRANTOR(S)**

Date \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing address)

\_\_\_\_\_  
(city) (state) (zip code)

NOTARY ACKNOWLEDGEMENT

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 \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_ 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 of Notary Public \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF EASEMENT AREA**

[See Attachment Behind This Page]

**EXHIBIT B**

**DEPICTION OF EASEMENT AREA**

[See Attachment Behind This Page]

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT**

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant of Easement to which this Certificate of Acceptance is attached,

from: \_\_\_\_\_  
(Grantor(s))

to: **ELSINORE VALLEY MUNICIPAL WATER DISTRICT, a public agency of the State of California (“Grantee”)**

is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority granted by Grantee’s governing board, and Grantee hereby consents to recordation of said Grant of Easement.

Dated: \_\_\_\_\_

ELSINORE VALLEY MUNICIPAL WATER DISTRICT, a public agency of the State of California

By: \_\_\_\_\_  
Name: Greg Thomas  
Title: General Manager