

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) Application #:

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,

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(“**Grantor(s)**”) 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, a pipeline or pipelines together with braces, connections, fastenings, communication cables and other appurtenant appliances and fixtures for public water and sewer facility purposes, and for ingress and egress with the exercise of any of the foregoing rights (“**Facilities**”). The 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.

Grantee shall also have the right to temporarily use an additional ten (10) feet on either side of Grantor’s land adjacent to the Easement Area as may be reasonably necessary during the construction and installation of said Facilities for proper access to the work site.

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. Grantor shall keep the Easement Area clear from buildings, structures, fences, explosives, and other materials or growths, whether permanent or temporary,

and any other obstruction interfering or which may interfere with the use of said easement and right-of-way by Grantee (each, a "Prohibited Encroachment." Grantee shall have the right to remove, any Prohibited Encroachment the Grantee deems is interfering or may interfere with the use of the Easement Area, or as Grantee deems necessary, to comply with applicable local, state, or federal laws and regulations. Grantor waives any and potential claims against Grantee and releases Grantee of any liability arising from Grantee's removal of a Prohibited Encroachment. Grantor shall indemnify defend, and hold harmless Grantee from and against any and all claims, damages, liabilities, losses, costs, and expenses arising out of or related to any breach of this paragraph, or any wrongful act or omission of Grantor.

Grantee shall use due care in the construction, operation and maintenance of said Facilities, fixtures and appurtenances.

Grantor shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said Easement Area without the prior written consent of the Grantee. 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 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.

The pipelines and other appurtenances shall at all times remain the property of the Grantee notwithstanding the same may be annexed or affixed to the freehold, and shall at any time and from time to time be removable, in whole or in part, by the Grantee, its successors and assigns.

Grantee shall have the further right to retain said pipeline(s) in and at its/their existing location(s) and depth(s) for the duration of the Easement, i.e., the location and depth thereof as provided herein and as constructed by Grantee, without being required by Grantor to relocate or lower said pipeline(s) in connection with any surface or subsurface work or improvement; provided that Grantor may request Grantee to relocate or lower its said pipeline(s) to another location or depth on Grantor's property which is compatible with Grantee's operations, if Grantor pays the entire cost thereof of such relocation or lowering; provided further that, if Grantor so requests the relocation of said pipeline(s) to a location outside the Easement, Grantor shall, at its cost, provide to Grantee a replacement easement for said pipeline(s) of the same width as the Easement and containing the same terms and conditions as are herein provided.

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, public utility, 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 (including ingress and egress rights therefrom). 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 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).

The Covenants contained herein shall run with the land and this instrument shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and Grantee.

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GRANTOR(S)**

Date \_\_\_\_\_

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

\_\_\_\_\_  
(Print 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