

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

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

DECLARATION, NOTIFICATION AND ACKNOWLEDGMENT
REGARDING WATER PRESSURE

THIS DECLARATION, Notification and Acknowledgment Regarding Water Pressure (“the Declaration”) is made as of this _____ day of _____, 20____, by THE ELSINORE VALLEY MUNICIPAL WATER DISTRICT, a public entity (‘the District’) and _____ (“Owner”).

RECITALS

A. Owner is the owner of certain real property located in the City of _____, Riverside County, California, commonly known as Lot(s) _____ through _____, inclusive of Tract No. _____ as recorded in Book _____, pages _____ through _____ of Maps, Records of Riverside County, California (‘the Property’).

B. The District provides domestic water service to properties within the geographic area in which the Property is located.

C. The District normally attempts to provide domestic water service at a water pressure of 60 psi. Because of the physical location of the Property, it is likely that water service will be provided to the Property at less than 60 psi.

D. The parties desire by this Declaration to document Owner’s acknowledgment regarding this water pressure and to notify all future purchasers and owners of lots and residences within the Property regarding such water pressure.

OPERATIVE PROVISIONS

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Owner Acknowledgment. Owner hereby acknowledges that it has received notification from the District regarding the fact that due to the physical location of the Property, the District expects to provide water service at less than 60 psi.

3. Notice to Purchasers. All purchasers of lots and residences within the Property are hereby deemed to have been notified and their acquisition of title to a lot and residence within the Property subject to this Declaration is deemed to constitute conclusive evidence of their acquisition of such title with knowledge of such water pressure.

4. Indemnity. Owner and each purchaser and successor owner of the Property or any lot or residence therein hereby indemnifies, holds harmless and defends the District from any claims, damages, liabilities, attorney's fees and costs with respect to the providing by the District of water service to the Property, or any portion thereof, at less than 60 psi.

5. Agreement Not to Sue. Owner and each purchaser and successor owner of the Property or any lot or residence therein hereby agrees not to sue the District for providing water service to the Property, or any portion, thereof, at less than 60 psi.

6. Covenant Running with the Land. This Declaration affects and relates to the use of the Property and with respect thereto, each lot within the Property is both benefited and burdened by the matters described herein. This Declaration is intended to run with the land, pursuant to Section 1468 of the California Civil Code and to be binding upon all successors in interest to the parties, specifically including purchasers and owners of lots and residences within the Property.

7. Amendment/Termination. This Declaration may not be modified or terminated without the prior written consent of the District, which consent must be attached to any recorded document purporting to amend or terminate this Declaration. Notwithstanding the foregoing, at such time, if any, as water service is routinely provided by the District to all of the Property at 60 psi or greater, the District, by a document executed by itself alone, may modify or terminate this Declaration.

8. Binding on Successors. This Declaration is specifically binding upon the successors and assigns of the parties, including all parties who acquire an ownership interest in any portion of the Property.

9. Severability. If any provision of this Declaration is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the

offending provision in any other circumstance, and the remaining provisions of this Declaration shall remain in full force and effect.

EVMWD:

By: _____
Greg Thomas, General Manager

Dated: _____

OWNER:

Name: _____

By: _____

Dated: _____

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 _____)

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

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)