

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

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

**AGREEMENT AND NOTIFICATION OF
HIGH 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”)

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. District provides water and/or sewer service in portions of Riverside County, California and the Property is within the service area of the District.
- C. Owner is requesting that District provide water service to the Property, including to existing or future subdivided lots on the Property. The Property is situated in an area of the District’s water system that has high water pressure.
- 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.

AGREEMENT

1. The foregoing Recitals are hereby incorporated into this Agreement.
2. Owner hereby agrees to install, at its cost, at a location approved by the District, one or more pressure regulators to be owned, operated and maintained by the Owner, its successors and assigns. These regulators are intended to reduce the water pressure deliveries to lots, residences and businesses downstream of the regulator(s).
3. Owner, its successors and assigns, hereby agree to hold harmless and indemnify the District harmless from any liability, injury or damages arising from the District's provision of high pressure to the Property and from Owner's installation, operation and maintenance of the pressure regulators.
4. This Agreement shall inure to the benefit of, be binding upon, and become a covenant that runs with the Property. Every person who now or hereafter owns or acquires any right, title or interest in or to any portions of the Property is and shall, by signing of this Agreement by Owner and by recordation of this Agreement in the Office of the County Recorder, Riverside County, California, be conclusively deemed to have notice of the stated water pressure condition on the Property, whether or not any reference to this Agreement is contained in the instrument by which such person acquires an interest in the Property.
5. Owner hereby subjects the Property (and all portions thereof) to this Agreement and declares its specific intent that this Agreement shall be deemed a covenant running with the land and shall pass to and be binding upon the Owner's successors entitled to the Property (or any portions thereof).
6. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property (or any portion thereof) shall conclusively be deemed to have been executed, delivered and accepted subject to this Agreement by recordation of this Agreement in the Office of the County Recorder, Riverside County, California. Owner affirms that the circumstances of the water pressure condition on the Property, and the installation, operation and maintenance of one or more pressure regulators, touch and concern the land in that they relate to and affect the use of the Property. Owner also acknowledges that the Agreement benefits the Property, in that it allows for the provision of water service to the Property.
7. The terms of this Agreement may be enforced by the District or its successors or assigns. In the event of any controversy, claim or dispute relating to the interpretation or enforcement of this Agreement, or the breach thereof, the District shall be entitled to recover from the non-prevailing party reasonable expenses, attorney's fees and costs, if the District prevails in such controversy.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first hereinabove written.

EVMWD:

By: _____
Greg Thomas, General Manager

Date: _____

OWNER:

By: _____
(Signature)

(Print Name)

(Title)

(Company Name)

(Mailing Address)

(City) (State) (Zip Code)

Date: _____

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.

Notary Signature _____

(Seal)

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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.

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(Seal)