

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: 371-030-051

(Space above this line is for Recorders use)

FILE:

TRA: 005-042

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, City of Lake Elsinore (“**Grantor**”) does hereby grant to ELSINORE VALLEY MUNICIPAL WATER DISTRICT, a public agency of the State of California (“**Grantee**”), and its successors and assigns, a perpetual, non-exclusive easement and right-of-way (“**Easement**”) to construct, reconstruct, install, enlarge, survey, replace, remove, relocate, repair, alter, improve, operate, maintain, inspect, and use water air relief valve 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”** 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 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, and Grantor’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; (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 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.

GRANTOR

Date _____

By: _____
(Signature)

(Print name, Title)

City of Lake Elsinore
(Company Name)

130 South Main Street
(mailing address)

Lake Elsinore CA 92530
(city) (state) (zip code)

Doc. No. _____

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)

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

[Attached on following page]

EXHIBIT B
DEPICTION OF EASEMENT AREA

[Attached on following 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: **City of Lake Elsinore (“Grantor”)**

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: _____

Title: _____