

EASEMENT AGREEMENT—PUBLIC UTILITY EASEMENT

This Easement Agreement—Public Utility Easement (“Agreement”) is entered into on the ____ day of _____, 20__, by and between GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq., (hereinafter referred to as “Grantee” or “District”), and _____, a _____ (hereinafter referred to as “Grantor”).

RECITALS

1. Grantor is the owner of certain real property located within the jurisdictional boundaries of Groveland Community Services District, located in the County of Tuolumne, State of California (hereinafter the “District”), consisting of property particularly described in Exhibit A which is attached hereto and incorporated herein by this reference (hereinafter the “Property”).
2. Grantor has filed an application with District requesting that District provide water and/or sewer services to the Property, and desires to grant a certain real property interest in the form of an easement to District to construct, install, maintain and operate water and/or sewer system improvements to serve the Property, together with the right of ingress and egress from the Property (hereinafter the “Easement”).
3. Grantee District hereby finds that it is in the public interest to enter into this Easement Agreement in order to provide the necessary water and/or sewer system improvements to the Property requested by Grantor, and in order to retain continuing property rights to access, maintain, operate, improve, repair, assess, and reconstruct water and/or sewer system improvements to provide services to the Property.

NOW THEREFORE in consideration of the promises and of the mutual obligations and agreements herein contained, the Parties hereto agree as follows:

1. THE PROPERTY

- A. The legal description of the Easement granted by Grantor to Grantee District pursuant to the terms of this Agreement is attached hereto as Exhibit B and incorporated herein by this reference.

B. Grantor and District hereby agree that this Easement (including a right of way for ingress and egress thereto) may be surveyed by a mutually agreed upon licensed surveyor at the sole cost of District, and such survey shall then replace Exhibit B and become a part hereof and shall control and describe the Easement in the event of any discrepancy between such survey and the description contained in Exhibit B hereto.

2. GRANT OF PERPETUAL EASEMENT

A. For valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to District a perpetual nonexclusive, easement and right of way in gross for the construction, reconstruction, repair, maintenance, enlargement, testing, removal, and/or operation of a water or sanitary sewer pipeline or pipelines, and all appurtenances thereto, in, under, over, along, above, and across the Property. Said perpetual nonexclusive easement in gross includes, but is not limited to the right to install, operate, maintain, repair, replace, add to, or delete from water/sewer transmission facilities including but not limited to transmission lines, electronic data acquisition and control, communication, and all related appurtenances and work auxiliary thereto, and all incidental rights thereto in, over, under, across, upon, and within the Easement.

B. Grantor also hereby grants to Grantee District a perpetual nonexclusive right of ingress and egress over and across a portion of the Property to the extent necessary to utilize the Easement. These rights of ingress and egress shall exist over that portion of the Property described in Exhibit B attached hereto. Grantor, for itself and its successors and/or assigns, does hereby further grant to Grantee District the unrestricted right, at all times, without notice, to access the easement area and a reasonable area adjacent thereto at any time to repair, replace, inspect, enlarge, change, maintain, test and/or remove the water or sanitary sewer facilities of Grantee District. In so doing, Grantor does hereby grant to Grantee District the right to move, damage, destroy and/or disassemble any landscaping and/or improvements, including but not limited to buildings, fences, asphalt paving, trees, irrigation systems, lighting systems, and/or other similar improvements which might have been installed in said easement area, including improvements installed with the knowledge and consent of Grantee District. Grantee District shall not incur any liability of any nature whatsoever to Grantor or to any person or entity entitled to possession of said Property, or holding a lien against, or security interest in improvements on the Property, due to the activities of Grantee District pursuant to the provisions of this paragraph.

3. TERM

The Easement granted in this Agreement shall be a perpetual easement.

4. USE OF THE PROPERTY

A. Grantor and District agree that District may use the Property only for the purpose of constructing, installing, maintaining, repairing, and operating water/sewer system improvements together with all appurtenances thereto including electronic data acquisition and control, communication and related facilities necessary to provide water/sewer services to the Property.

5. WAIVER OF LIABILITY

A. Grantor, for itself, its successors and assigns, hereby releases and voluntarily waives any and all claims it may have now or in the future against District alleging liability for personal injury or property damage arising out of the District's construction, repair, replacement, maintenance, operation, testing, inspection, enlargement and/or removal of its water or sewer system improvements located within the Easement.

6. MISCELLANEOUS PROVISIONS

A. Grantor represents, covenants and warrants that Grantor is seized of good and sufficient title to the Property and has full authority to enter into and execute this Easement Agreement and convey an easement in gross with respect to the Property to District. Grantor further covenants that there are no undisclosed liens, judgments or impediments of title on the Property that would affect this easement or this Agreement. District represents, covenants and warrants that District has full authority to enter into and execute this Agreement and accept said Easement.

B. It is agreed and understood that this Agreement contains all of the agreements, promises and understandings between the Grantor and District, and there are no verbal or oral agreements, promises or understandings other than those contained in this Agreement. Grantor and District agree that no verbal or oral agreements, promises or understandings other than those contained in this Agreement shall or will be binding upon either Grantor or District. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated under the laws of the State of California.

C. If any portion of this Easement Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such a portion enforceable and, as so modified, such portion of the balance of this Agreement shall continue in full force and effect.

D. If either party hereto institutes any action or proceeding in court to enforce any provision hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fee for the services rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

E. In addition to the other remedies provided for in this Agreement and by law, Grantor agrees that District shall be entitled to a remedy of injunction for any violation of any of the covenants, conditions or provisions contained herein.

IN WITNESS WHEREOF, Grantor and District have duly executed this Easement Agreement

on the date and year first above written.

Grantor:

Date: _____ By: _____

Grantee:

GROVELAND COMMUNITY SERVICES DISTRICT

Date: _____ By: _____