

Appendix G

Grant of Permanent Easement

Recording requested by

When recorded mail to:

Jurupa Community Services District
11201 Harrel Street
Jurupa Valley, California 91752

Attn: Nicole Smith

APN:

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
NO DOCUMENTARY TRANSFER TAX PER R&T CODE §11922

GRANT OF PERMANENT SEWER & WATER EASEMENT

For valuable consideration, **(Enter Grantor Information)** (“*Grantor*”), hereby grants to **JURUPA COMMUNITY SERVICES DISTRICT of RIVERSIDE COUNTY, a public agency** (“*Grantee*”), its successors and assigns, a permanent easement and right of way in, over, upon, under and across the lands hereinafter described to construct, reconstruct, install replace, remove, repair, alter, operate, maintain, inspect, together with any easement roads and appurtenances within the right of way including, but not limited to, cable for communication purposes, and for the ingress and egress throughout the entire easement area and right of way (collectively, “*Easement Area*”) in connection with the exercise of any of the foregoing rights. The property subject to this easement is located in the County of Riverside, State of California, described as follows:

See Exhibits “A” (Description) and “B” (Plat) attached hereto and made a part hereof.

It is further understood and agreed that no other easement or easements shall be granted on, under, or over said Easement Area by the Grantor to any person, firm, corporation, or other entity without the previous written consent of said Grantee.

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

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 which is included within any travel way, and that no changes in the alignment of grading of any such road will be made without prior written consent of the Grantee.

The Permanent Easement, as applicable, 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 Permanent Easement; (ii) use, control and occupy the Easement Area (iii) have access to, ingress to, and egress from the Easement Area; (iv) construct and utilize an access road 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 reasonable and lawful use of said Easement Area.

The covenants contained herein shall run with the land.

This Grant shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective assigns, heirs and voluntary and involuntary successors in interest.

IN WITNESS WHEREOF, Grantor has executed this instrument this ____ day of _____, 20____.

GRANTOR: (Enter name of entity/person here)

By: (Enter name of authorized person)

Its: (Enter title as stated in paragraph 1)

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____,
(here 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)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by that certain Grant of Easement to which this Certificate is attached from _____, to **JURUPA COMMUNITY SERVICES DISTRICT**, a public agency ("Grantee"), is hereby accepted by the undersigned officer or agent on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors adopted on January 24, 1994, and the Grantee consents to recordation thereof.

Dated: _____, 20__

JURUPA COMMUNITY SERVICES DISTRICT,
a public agency

By: _____
Chris Berch
General Manager