

No Recording Fee  
Required Per  
Government Code  
Section 27383

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Coachella Valley Water District  
P O Box 1058  
Coachella CA 92236-1058

APN: \_\_\_\_\_ (Space above this line for Recorder’s Use) FILE: \_\_\_\_\_  
TRA: \_\_\_\_\_  
DTT: \_\_\_\_\_

QUITCLAIM DEED – EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **UNITED STATES OF AMERICA**, acting by and through the Bureau of Reclamation (“Quitclaimor”), does hereby remise, release and forever quitclaim to

\_\_\_\_\_ (“Quitclaimor”), all rights, interest, and easement to that \_\_\_\_\_-inch (\_\_\_”) \_\_\_\_\_ pipeline over, under and in such real property located in the City of \_\_\_\_\_, County of Riverside, State of California as described in **Exhibit “A”** and depicted on **Exhibit “B”** attached hereto and by this reference incorporated herein. The foregoing property is a portion of that certain real property owned by Quitclaimor which is described in **Exhibit “C”** attached hereto and by this reference incorporated herein (“Property”).

Quitclaimor hereby abandons said pipeline and appurtenances thereto (collectively, “Facilities”) in its present location within the Property. If the Quitclaimor or its successors and assigns desire the Facilities to be removed from the Property, such persons or entities shall remove the Facilities at his/her/its/their sole cost and expense.

Quitclaimor acknowledges and agrees that to the maximum extent permitted by law, the execution of this quitclaim deed (“Quitclaim Deed”) is made on an “AS-IS” condition and basis with all faults and Quitclaimor has no obligations to make repairs, replacements or improvements and specifically, has no obligation with respect to the Facilities and Quitclaimor hereby accepts the Property subject to the same. Quitclaimor on its behalf, and on behalf of the successors-in-interest in the Property, waives its right to recover from the Quitclaimor for any Costs (as that term is defined herein) arising from or in connection with the physical condition of the Property, or any law or regulation applicable thereto, including, without limitation, laws, rules or regulations which relate to Hazardous Substances (as defined herein).

Notwithstanding anything contained to the contrary herein, Quitclaimor shall comply with and conform to all Quitclaimor rules and regulations in effect, and as amended from time to time, and applicable laws, orders, rules and regulations of all governmental agencies having jurisdiction over the Property, related to the ownership, operation and maintenance of the Quitclaimed Facilities.

Quitclaimee and its successors and assigns, shall defend, indemnify and save Quitclaimor and Quitclaimor's officers, directors, officials, employees, agents, consultants, representatives, successors and assigns (collectively, "Indemnified Parties") from and against any and all loss, expense, claims, demands, costs including attorneys' fees and costs of any kind or character (collectively, "Costs") that the Indemnified Parties may at any time incur by reason of any liability arising out of or in connection with (a) the existence of the Facilities on the Property, (b) the removal of, or failure to remove, the Facilities; (c) repair, clean-up or detoxification or preparation and implementation of any removal, remedial, response, closure or other plan concerning any petroleum products and/or any toxic, dangerous or hazardous chemicals, materials, substances, pollutants and wastes, in violation of applicable laws, rules or regulations, exposure to which is prohibited, limited or regulated by any requirement of any governmental authority, or if not so prohibited, limited or regulated, which may pose a hazardous to the health and safety of the occupants of the Property or the occupants and/or owners of property near the Property ("Hazardous Substances"); and (d) any death, bodily injury, property damage, accident or casualty caused directly or indirectly, or in whole or in part, by the Facilities after the execution and delivery of this Quitclaim Deed.

Quitclaimee, as a material part of the consideration of this Quitclaim Deed, waives all claims or demands against Quitclaimor and the Indemnified Parties for any such Costs.

By execution of this Quitclaim Deed, Quitclaimee, on behalf of itself and Quitclaimee's successors and assigns, hereby releases the Indemnified Parties from and waives on Quitclaimee's behalf and on behalf of Quitclaimee's successors and assigns, all Costs and right to file any claim against the Indemnified Parties with respect to the abandoned Facilities, failure to remove such Facilities or any matter covered by the indemnity in the preceding paragraph.

Quitclaimee acknowledges that he/she/it has been advised by its legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Quitclaimee expressly waives any right it may have under Civil Code Section 1542 as well as under any other statute or common legal principle of similar affect.

**Quitclaimor's Initials** \_\_\_\_\_ **Quitclaimee's Initials** \_\_\_\_\_

The Quitclaim Deed shall inure to the benefit of the parties hereto and their respective successors and assigns. This Quitclaim Deed and the rights and obligations hereunder shall run with the Property in accordance with applicable law, including, without limitation, Section 1468 of the California Civil Code.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its respective duly authorized officers.

QUITCLAIMOR:

UNITED STATES OF AMERICA

By \_\_\_\_\_  
Chief, Resources Management Office  
Bureau of Reclamation  
Lower Colorado Region  
Department of the Interior

QUITCLAI MEE:

By \_\_\_\_\_

Its: \_\_\_\_\_

By \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
(mailing address)

\_\_\_\_\_  
(city) (state) (zip code)



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 \_\_\_\_\_ ) ss

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.

Signature: \_\_\_\_\_ (Seal)

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 \_\_\_\_\_ ) ss

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WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)