

No Recording Fees or Documentary Transfer Tax  
Government Code § 27383  
Rev & Tax Code § 11922

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

COACHELLA VALLEY WATER DISTRICT  
Post Office Box 1058  
Coachella, California 92236

APN: \_\_\_\_\_ (Space above this line is for Recorders use) FILE: \_\_\_\_\_  
TRA: \_\_\_\_\_ 0655.  
DTT: -0-

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged

(“Grantor” or “collectively Grantor”) hereby grants to **COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California** (“Grantee”), and its successors and assigns, a perpetual, nonexclusive easement and right-of-way to install, construct, enlarge, survey, reconstruct, remove and replace, operate, maintain, repair, improve and relocate underground pipeline(s) and necessary devices and appurtenances thereto (“Pipeline(s)”) 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 on **Exhibit “B”** attached hereto (such rights being described hereafter as the “Easement” and the area affected thereby, the “Easement Area”). The Pipeline(s) may be installed pursuant to this Easement at different times and over a period of time.

The Pipeline(s) and every part thereof shall, where it crosses Grantor’s Property of which the Easement Area is a part (“Grantor’s Property”) be confined to the Easement Area and shall be constructed by Grantee with sufficient ground cover (i.e., distance between ground surface and top of Pipeline(s)) as shown on the construction plans for the Pipeline(s). The ground cover shall not be changed by any party other than Grantee. Fixtures and appurtenances used or useful in the operation of the Pipeline(s) may be constructed any distance either below or above the ground surface.

The Easement includes (a) the right to enter Grantor’s Property to survey, construct, reconstruct, lay, relay, maintain, operate, control, use and remove the Pipeline(s), fixtures, appurtenances, and to remove objects interfering with the construction, operation and maintenance thereof; and (b) a reasonable right of access across Grantor’s Property to and from the Easement Area for the purpose of exercising the rights granted herein.

Grantor reserves the right to occupy and use Grantor’s Property for any purpose not inconsistent with the rights and privileges above granted and which will not interfere with or endanger the Pipeline(s) or the use thereof. Grantee shall use due care in the construction, operation and maintenance of the Pipeline(s).

Grantee, in its exercise of the rights provided by the Easement, shall not be liable to Grantor or parties claiming under Grantor for any damage to or destruction of improvements within the Easement Area installed by Grantor or parties claiming under Grantor.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGE]***

Doc. No. \_\_\_\_\_

GRANTOR

Date \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

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

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

Doc. No. \_\_\_\_\_

ENG RW-004  
(Rev. 10/19/16)

