

MOULTON NIGUEL WATER DISTRICT
SAMPLE EASEMENT

Recording Requested by:
MOULTON NIGUEL WATER DISTRICT

Return to:

Mr. Carlo Habash
MOULTON NIGUEL WATER DISTRICT
27500 La Paz Road
Laguna Niguel, California 92677

NO CONSIDERATION

EASEMENT GRANT TO
MOULTON NIGUEL WATER DISTRICT
OF EASEMENT FOR WATER, RECLAIMED WATER
AND SEWER FACILITIES

Exempt Govt.
Code Sec. 6103

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____, a California _____,
("Grantor") hereby grants and conveys to MOULTON NIGUEL WATER DISTRICT
("Grantee"), and its successors and assigns, a perpetual non-exclusive easement and right-of-way
for sewer, water, and reclaimed water pipelines and appurtenant facilities for transmission
purposes, including, specifically, but not by way of limitation, the right to install, construct,
reconstruct, remove and replace, renew, inspect, maintain, repair, improve, relocate and
otherwise use water, reclaimed water or sewer pipeline or pipelines together with incidental
appurtenances, connections, and structures in, over, under, upon, along, through and across the
real property hereinafter described.

Said easement shall lie in, over, under, upon, along, through and across that certain real property
situated in the County of Orange, State of California, described in Exhibit "A" and depicted in
Exhibit "B" (the "Easement Area") both of which are attached hereto and by this reference
incorporated herein, together with the right to enter upon and to pass and re-pass over and along
the Easement Area for the construction, operation and maintenance of the facilities to be
constructed in the Easement Area by Grantee or its successors and assigns, its officers, agents
and employees and by persons under contract with Grantee or its successors and assigns.

It is understood and agreed that the easements and rights-of-way acquired herein are
acquired subject to the rights of the Grantor, and its successors and assigns, to use the surface of
the Easement Area to the extent that such use is compatible with the full and free exercise of said
easement and rights-of-way by the Grantee; provided, however, that no streets, alleys, roadways,
fences, block walls, or other structures or other improvements shall be constructed upon, over,
and along the Easement Area without first obtaining the prior written consent of Grantee.
Grantee does hereby agree that it will not unreasonably withhold such consent.

No earth, dirt, fill or any other material shall be deposited, placed or maintained on or over the surface of the ground, nor shall any earth be removed from the cover of said pipeline or pipelines and incidental facilities without first obtaining the prior written consent of Grantee. Grantee does agree that it will not unreasonably withhold such consent. It is understood and agreed that Grantee shall bear no responsibility nor assume any cost for the maintenance, repair or replacement of any trees, shrubbery, fences, walls or other plantings or structures situated within the Easement Area that may be injured, damaged or destroyed by Grantee's use of the Easement Area.

In consideration of Grantee's acceptance and recordation of this Grant of Easement, Grantor covenants and agrees for itself and its successors and assigns that any future relocation of the water, reclaimed water or sewer pipeline or pipelines and incidental facilities described herein, if Grantee in its sole discretion consents in writing to such relocation, shall be at the sole expense of Grantor or its successors and assigns and that Grantee shall have no responsibility for such costs.

The Grantor and persons or concerns executing this Grant of Easement represent and warrant to Grantee that Grantor is the owner in fee title of the herein described property, or has the right to make this conveyance, and that it has advised the Grantee in writing of any and all outstanding easements, encumbrances, or deeds of trust.

This Easement Deed and the provisions contained herein shall be binding upon Grantor, Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, this Grant of Easement has been executed this _____ day of _____, 20____.

Grantor

By _____
Title: _____

By _____
Title: _____

PLEASE NOTARIZE ALL SIGNATURES

Project: _____
Title Company: _____
Title Report No. _____