

RECORDING REQUESTED BY
Marina Coast Water District

AND WHEN RECORDED MAIL TO:
Marina Coast Water District
11 Reservation Road
Marina, CA 93933

Attention: Monterey Peninsula Unified School District
700 Pacific Street
Monterey, CA 93940

(Space Above For Recorder's Use)

The undersigned Grantor declares:

Documentary Transfer Tax exempt pursuant to Revenue and Taxation Code Section 11932; Exempt from recording fees pursuant to Government Code section 6103. Transfer to Public Entity

GRANT OF EASEMENTS

This Grant of Easements, dated this ____ day of _____, 2017, is made by and between the MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT, a California public school district and political subdivision of the State of California, (“Grantor”) and the MARINA COAST WATER DISTRICT, a county water district and political subdivision of the State of California, (“Grantee”), with reference to the following:

1. Consideration. As consideration for the grant of easement hereunder, Grantee shall pay Grantor the total amount of \$_____, which the parties agree represents the fair market value of the conveyance. Grantee shall pay the foregoing amount to Grantor concurrently with Grantee’s execution of this grant of easements.

2. Grant and Scope of Easement. Subject to the terms and conditions set forth herein, Grantor, in consideration of value received from Grantee, hereby grants to Grantee, and its successors and assigns, a perpetual non-exclusive easement and right-of-way for water and reclaimed water pipelines and appurtenant facilities for transmission purposes, including, specifically, but not by way of limitation, the right to lay, install, construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, relocate and otherwise use the water or reclaimed water 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 Monterey, State of California, described in

Page 1 (of 2) of **Exhibit A** and depicted in Page 2 (of 2) of **Exhibit A** (the “Easement Area”) both of which are attached hereto and by this reference incorporated herein.

Said easement includes the necessary rights of ingress and egress over Grantor’s property and 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.

3. Temporary Construction Easement. Said easement includes a temporary non-exclusive construction easement, in connection therewith, over, under, upon, along, through and across that certain real property situated in the County of Monterey, State of California, described in Page 1 (of 2) of **Exhibit B** and depicted in Page 2 (of 2) of **Exhibit B** (the “Temporary Easement Area”) both of which are attached hereto and by this reference incorporated herein. Said Temporary Construction Easement shall include all rights reasonably necessary in connection with the initial installation and construction of the water and reclaimed water pipeline and shall, thereafter, be available for pipeline repair and/or replacement, as needed.

4. Grantor/Grantee Use of Easement. 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 shall not unreasonably withhold, delay, or condition such consent.

Grantor shall not deposit, place, or maintain any earth, dirt, fill or any other material on or over the surface of the ground, nor shall Grantor remove any earth from the cover of said pipeline or pipelines and incidental facilities without first obtaining the prior written consent of Grantee. Grantee shall not unreasonably withhold, delay, or condition such consent. However, Grantor may undertake routine maintenance, repair, and replacement of turf and landscape plantings, irrigation and drainage systems without the need for prior written consent of Grantee.

5. Grantee’s Obligations. Grantee shall bear sole responsibility and assume the entire cost for the maintenance, repair or replacement of any trees, shrubbery, fences, walls or other plantings, irrigation or drainage systems, signage, utilities, underground infrastructure, vegetation, or structures situated within the Easement Area or Temporary Easement Area that are injured, damaged, displaced, or destroyed by Grantee’s use of the Easement Area or Temporary Easement Area, such that the site and facilities are restored in as good or better condition as they were prior to Grantee’s use of the Easement.

Grantee, at Grantee’s expense, shall fully replace the asphaltic concrete located at the eastern and western portions of Grantor’s property where playground hardscape is located, as further identified on Exhibit C, attached hereto and incorporated by this

reference. Further, Grantee, at Grantee's expense, shall prepare a site with an earthen pad on the southern end of Grantee's property, as further identified in Exhibit C, such that Grantor may replace, at Grantor's expense, the student playground structures.

Grantee's use of the Easement Area and Temporary Easement Area shall not cause undue interference with or disruption of the schedule of Grantor's school located on the property of which the real property identified in Exhibit A and B is a part. Except in an emergency situation (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services), at least 10 days prior to entering Grantor's property, Grantee shall meet and confer with Grantor's Assistant Superintendent for Maintenance, Operations, Transportation and Technology, and determine a mutually agreeable schedule for Grantee's operations upon Grantor property, without unreasonable condition or delay. Grantee's installation of infrastructure during the grant of the Temporary Easement Area shall occur during Grantor's summer-break such that it will not interfere with Grantor's educational activities. Further, Grantee shall require contingency planning by its agents and/or contractors such that there is a significant delay in the installation and construction process, Grantee's agents and/or contractors shall procure additional workforce and/or extended work-shifts (including weekend work) in order to complete all work and installation in accordance with the agreed-upon construction schedule.

Prior to any construction, Grantee, its agents and/or contractors, shall meet with Grantor's personnel in order to coordinate and agree upon the construction schedule and site access for Grantee's activities. The parties shall also meet during construction in order to determine compliance with the construction schedule and the terms of this grant of easements.

At all times that Grantee's employees or contractors are on Grantor's property, including but not limited to the Easement Area and Temporary Easement Area, Grantee shall ensure pupil safety by taking one or both of the following actions as reasonably determined by Grantee:

- 1) Installing a physical barrier at the worksite to limit contact with pupils;
- 2) Providing continual supervision and monitoring of all employees or contractors of Grantee by an employee of Grantee whom the California Department of Justice has ascertained has not been convicted of a violent or serious felony. For purposes of this paragraph, an employee of Grantee may submit his or her fingerprints to the Department of Justice pursuant to Education Code section 45125.1, subd. (a) (or successor), and the Department of Justice shall comply with Education Code section 45125.1, subd. (d) (or successor).

6. Miscellaneous. In consideration of Grantee's acceptance and recordation of this Grant of Easements, Grantor and Grantee covenant and agree for themselves and their successors and assigns that Grantor may request Grantee to relocate the water or

reclaimed water pipelines and incidental facilities described herein. If Grantee in its sole discretion consents in writing to such relocation, then 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 Easements 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 Grant of Easements and the provisions contained herein shall be binding upon Grantor, Grantee, and their respective successors and assigns.

This Grant of Easements shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Grant of Easements has been executed this ____ day of _____, 2017.

GRANTOR

Monterey Peninsula Unified School District

By: _____

Name: _____

Title: _____

GRANTEE

Marina Coast Water District

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

This is to certify acceptance of the interests conveyed by the foregoing Grant of Easements from Monterey Peninsula Unified School District, a California public school district and political subdivision of the State of California to Marina Coast Water District, a county water district and political subdivision of the State of California ("MCWD") and consent by MCWD to recordation of this Grant of Easements by its duly authorized member, pursuant to the authorization and consent MCWD granted on _____, 2017.

Dated this ____ day of _____, 2017, at Marina, California.

MARINA COAST WATER DISTRICT,
a county water district and political subdivision
of the State of California

By: _____
Name: Keith Van Der Maaten
Title: General Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On _____, 2017, before me, _____, a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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.

Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY _____)

On _____, 2017, before me, _____, a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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.

Notary Public

Exhibit A

Easement Area

Exhibit B

Temporary Easement Area

Exhibit C

Grantee's Obligations