

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

EXEMPT – GOV'T CODE 6103

The undersigned grantor declares:

Documentary transfer tax is \$ 0.00.

() computed on the full value of property conveyed, or

() computed on full value less value of liens and
encumbrances remaining at time of sale.

() Unincorporated area: () City of _____,
and County of _____.

FOR RECORDER'S USE ONLY

Affects: APN: 665-200-013

GRANT OF EASEMENT DEED

COACHELLA VALLEY CONSERVATION COMMISSION, a public agency and Joint Powers Authority, hereby GRANTS to MISSION SPRINGS WATER DISTRICT, a County Water District and public agency formed pursuant to Water Code §§ 30000 et seq., a non-exclusive Easement for Public Sewer and Water Utilities over, under and across that certain property in the County of Riverside, State of California, the following described land ("Easement Area"):

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED HERETO AND MADE A PART HEREOF.

Grantor hereby reserves and retains all other property rights in and to the Easement Area, including, without limitation, the right to use the Easement Area for any purpose whatsoever, so long as such use does not substantially and unreasonably interfere with Grantee's rights hereunder, to grant additional easements over, under and across the Easement Area so long as such easements do not substantially and unreasonably interfere with Grantee's permitted use of the Easement Area. Grantor further reserves and retains the right to cause Grantee to relocate any facilities located within the Easement Area, at Grantee's sole expense, to a location mutually agreed to by Grantor and Grantee, if, in Grantor's sole discretion, activities conducted by Grantee in relation to facilities within the Easement Area are inconsistent with or contrary to the conservation values as defined in the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP), incorporated herein by reference, of the surrounding property.

Grantee's use of the Easement shall be performed with care and in a manner as to cause the least interference with the Grantor's parcel and with Grantor's use of same as possible. Grantee shall, at its sole expense, maintain any of its facilities within the Easement Area in a good and safe condition and in compliance with all applicable governmental rules, regulations and requirements.

If Grantor's parcel or any part thereof is disturbed by installation, operation, maintenance, repair or other activities performed by or on behalf of Grantee in connection with the use of the Easement Area, said property shall be promptly restored by Grantee to its condition just prior to such disturbance. Immediately

following the performance of work by or on behalf of Grantee, Grantee shall remove from the Easement Area and surrounding land all equipment, materials and debris resulting from or used in connection with such work.

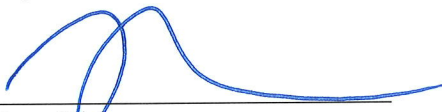
Grantee shall indemnify, defend and hold harmless Grantor from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties and reasonable attorneys' fees), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to the use or occupancy of the Easement Area by Grantee, or arising in any manner out of the acts or omissions of Grantee or its agents or employees or any other persons acting under Grantee's direction or control in connection with the Easement or with the use or occupancy of the Easement Area, except to the extent caused by Grantor's gross negligence or intentional misconduct. The indemnity obligations set forth herein shall survive any termination of the Easement.

If either party brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation, including, but not limited to, appellate proceedings, in addition to any other remedy granted.

This Easement is consistent with CVMSHCP conservation objectives because the proposed project is identified as a Covered Activity under the Plan. All work in the proposed easement will be performed in accordance with the CVMSHCP.

Dated this 29th day of June, 2023

COACHELLA VALLEY CONSERVATION COMMISSION,
A public agency and Joint Powers Authority

By: 
Tom Kirk
Executive Director

Dated this 19th day of June, 2023

MISSION SPRING WATER DISTRICT, a County Water District and public agency formed pursuant to Water Code §§ 30000 et seq.

By: 
Arden Wallum
General Manager

NOTARY FOLLOWS

ACKNOWLEDGMENT

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 Riverside

On June 29, 2023 before me, Emily Langenbahn, Notary Public
(here insert name and title of the officer)

personally appeared Tom Kirk

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)

Title of Document: Grant of Easement Deed
Document Date: June 29, 2023
Number of Pages: 7

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

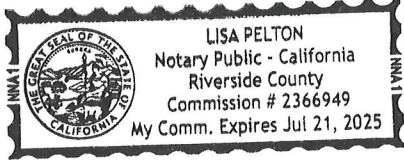
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside

On June 19, 2023 before me, Lisa Pelton, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Arden Wallum
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature Lisa Pelton
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION

EASEMENT DEED

That portion of the northwest quarter of Section 13, T3S, R4E, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official Plat thereof, and as shown on Record of Survey, filed in Book 59, Pages 1 through 4, in the City of Desert Hot Springs, records of Riverside County, State of California, described as follows:

Beginning at the most northwesterly corner of said Section 13; thence South 89°33'40" East, 30.00 feet along the northerly line of said Section 13; thence South 0°56'10" West, 40.00 feet; thence North 89°33'40" West, 30.00 feet to an intersection with the westerly line of said Section 13; thence North 0°56'10" East, 40.00 feet along said westerly line to the Point of Beginning.

The land described herein contains approximately 1,200.00 square feet

Affecting: APN 665-200-013

See Exhibit "B" attached hereto and made a part hereof.

This real property has been described by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

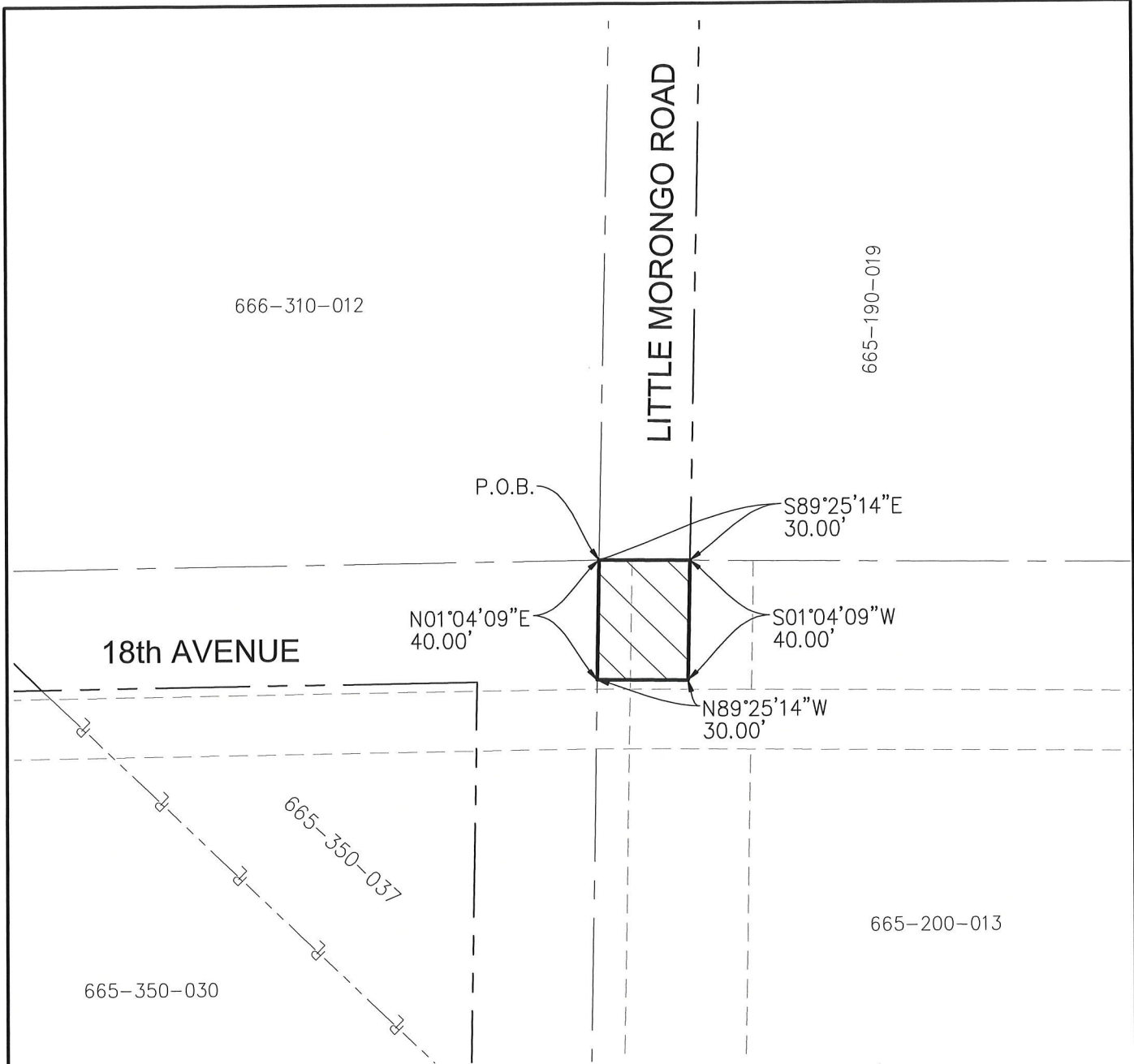
Michael P. Thornton

Michael P. Thornton, PLS 6867, Exp. 9-30-24

05/24/2023

Date





666-310-012

665-190-019

LITTLE MORONGO ROAD

P.O.B.

S89°25'14"E
30.00'

N01°04'09"E
40.00'

S01°04'09"W
40.00'

18th AVENUE

N89°25'14"W
30.00'







665-350-037

665-200-013

665-350-030

SCALE: 1"=50'

LEGEND

-  PROPOSED EASEMENT
-  EXISTING RIGHT-OF-WAY
-  EXISTING PROPERTY LINE
-  EXISTING EASEMENT LINE
-  PROPOSED UTILITY EASEMENT ACQUISITION (0.028 AC)
-  P.O.B. POINT OF BEGINNING



TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440

Michael P. Thornton

MICHAEL P. THORNTON, LS 6867
EXPIRES: 9-30-24

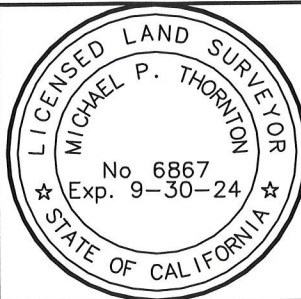


EXHIBIT 'B'

APN 665-200-013