

TLR No. MB 2018-03

RECORDING REQUESTED BY AND RETURN TO:

The Trustees of The California State University
401 Golden Shore, 2nd Floor
Long Beach, CA 90802-4210

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT AND GRANT OF EASEMENT

This Agreement and Grant of Easement is entered into by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called TRUSTEES and MARINA COAST WATER DISTRICT, a public body of the State of California, hereinafter called GRANTEE.

Trustees, pursuant to the provisions of Section 89048 of the California Education Code, and in consideration of the mutual promises contained herein and the public benefit provided, hereby grant unto GRANTEE, its successors and assigns; for the express purpose of water transmission and operations; a nonexclusive easement to construct, reconstruct, install, inspect, maintain, replace, remove, and use water mains and pipelines ancillary to reservoirs A1/A2, all of said rights granted only as they relate to said facilities, under, and across that certain real property described on Exhibit "A" and shown on Exhibit "B", attached hereto and by this reference made a part hereof; together with the rights of ingress thereto and egress therefrom along established and practicable routes.

THE PROVISIONS ON PAGE 2 HEREOF CONSTITUTE A PART OF THIS AGREEMENT AND GRANT OF EASEMENT.

Date _____

APPROVAL RECOMMENDED: CALIFORNIA
STATE UNIVERSITY, MONTEREY BAY

Kevin Saunders
V.P. for Administration & Finance

APPROVED: MARINA COAST WATER DISTRICT

APPROVED: TRUSTEES OF THE CALIFORNIA
STATE UNIVERSITY

By _____

By _____

Print Name _____

Elvyra F. San Juan
Assistant Vice Chancellor
Capital Planning, Design & Construction

Print Title _____

TLR No. MB 2018-03

PROVIDED, this Agreement and Grant of Easement is subject to the following terms and conditions:

1. This Grant of Easement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. GRANTEE agrees that any improvements or other property installed under the authority of this easement shall be well and safely maintained by GRANTEE at all times while this Grant of Easement is operative.
3. Except for emergencies, GRANTEE shall provide to TRUSTEES adequate advance written notice of its entering the easement, and coordinate with TRUSTEES all authorized activity in the easement in a manner agreeable to TRUSTEES
4. GRANTEE waives all claims against TRUSTEES, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this easement, and GRANTEE agrees to save harmless, indemnify, and defend TRUSTEES, its officers, agents, and employees, from any and all loss, damage or liability which may be suffered or incurred by TRUSTEES, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by GRANTEE of the rights hereby granted, except those arising out of the sole negligence of TRUSTEES.
5. TRUSTEES reserve the right to use said real property in any manner, provided such use does not unreasonably interfere with GRANTEE's rights hereunder.
6. TRUSTEES reserve the right to require GRANTEE, at TRUSTEES' expense, to remove and relocate all improvements placed by GRANTEE upon said real property, upon determination by TRUSTEES that the same interfere with future development of TRUSTEES' property. Within 180 days after TRUSTEES' written notice and demand for removal and relocation of the improvements, GRANTEE shall remove and relocate the improvements to a feasible location on the property of State, as designated by TRUSTEES and TRUSTEES shall furnish GRANTEE with an easement in such new location, on the same terms and conditions as herein stated, all without cost to GRANTEE, and GRANTEE thereupon shall reconvey to TRUSTEES the easement herein granted.
7. After July 31, 2021 this easement shall terminate in the event GRANTEE fails for a continuous period of 24 months to use the easement for the purposes herein granted. Upon such termination, GRANTEE shall forthwith upon service of written demand, deliver to TRUSTEES a quitclaim deed, to its right, title and interest hereunder, and shall, on TRUSTEES' request, without cost to TRUSTEES and within 90 days from written demand by TRUSTEES remove all improvements or other property placed by or for GRANTEE upon TRUSTEES' real property and restore the premises as nearly as possible to the same condition they were in prior to the execution of this easement. In the event GRANTEE should fail to restore the premises in accordance with such request, TRUSTEES may do so at the risk of GRANTEE, and all costs of such removal and restoration shall be paid by GRANTEE upon demand.
8. In making any excavation on said property of TRUSTEES, GRANTEE shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.
9. TRUSTEES shall not erect or construct any building or other structure or drill or operate any well within said easement area.
10. Conveyance of this easement for pipelines ancillary to reservoirs A1/A2 by the TRUSTEES to GRANTEE shall be subject to the specific conditions in the Settlement Agreement and Mutual Release, dated October 19, 2006 between the parties (the "Settlement Agreement") pertaining to the form and use of easements, e.g., architectural issues, ancillary nonexclusive easements, etc. as well as the CSU's standard conditions for similar utility type easements and GRANTEE complying, at its own cost and expense, with any and all applicable environmental laws.

**LEGAL DESCRIPTION
OF A PIPELINE EASEMENT**

Certain real property situate in the County of Monterey, State of California, being a portion of Parcel 5B as said parcel is shown on the map filed in Volume 32 of Surveys at Page 59 in the office of the County Recorder of said County, described as follows:

A 30.00 foot wide strip of land lying 15.00 feet on each side of the following described centerline.

Beginning at a point on the easterly line of said Parcel 5B that bears South 2°15'00" West, 101.71 feet along said easterly line from a brass disc stamped "RCE 15310" at the corner designated as corner #38 on the boundary of said Parcel 5B as shown on said map (said corner also being designated as corner #38 on the map filed in Volume 19 of Surveys at Page 15 in the office of the County Recorder of said County); thence along a line that is parallel with and distant 383.80 feet northerly from the southerly line of said Parcel 5B

1) North 87°45'00" West, 856.75 feet to a point on a line that is parallel with and distant 201.00 feet easterly of the westerly line of said Parcel 5B, and the terminus of said strip

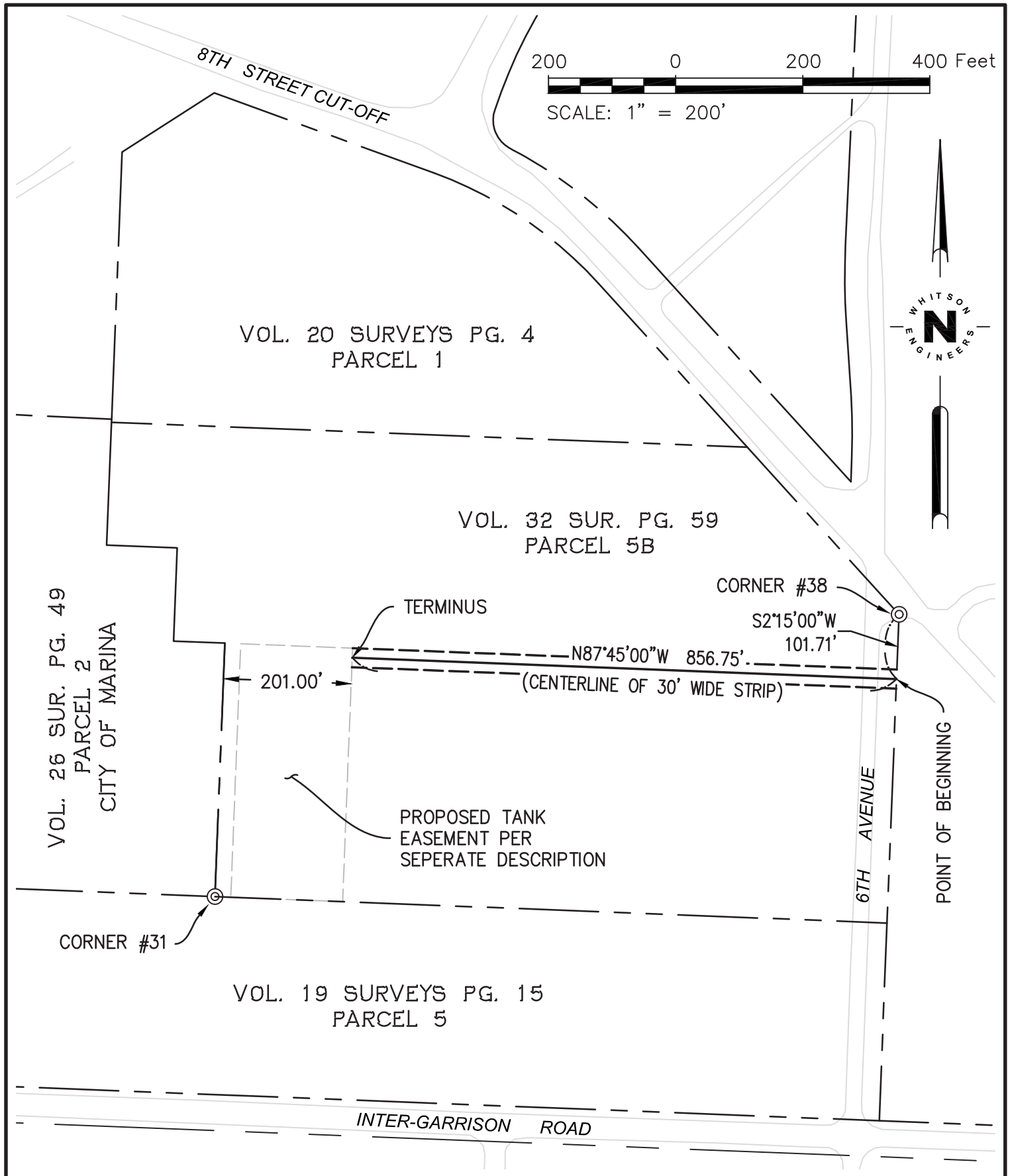
Containing 0.590 Acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3843.00



**PLAT TO ACCOMPANY DESCRIPTION
OF A PIPELINE EASEMENT**

IN CALIFORNIA STATE UNIVERSITY, MONTEREY BAY

MONTEREY, CALIFORNIA

JUNE 20, 2018

WE WHITSON ENGINEERS

6 Harris Court ■ Monterey, CA 93940

831 649-5225 ■ Fax 831 373-5065

CIVIL ENGINEERING ■ LAND SURVEYING ■ PROJECT MANAGEMENT