

TLR No. MB 2018-02

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 storage and operations; an exclusive easement to construct, reconstruct, install, inspect, maintain, replace, remove, and use GRANTEE'S reservoirs and/or booster/pump stations (Proposed A1/A2 Reservoir) , all of said rights granted only as they relate to said facilities, over, 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 _____

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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, and coordinate with TRUSTEES all authorized construction 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 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 3 years 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.
6. 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.
7. 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.

By accepting the easements for Reservoir "A" and B" GRANTEE agrees the conveyance of the easements for Reservoir "A" and "B" by TRUSTEES to GRANTEE shall satisfy any and all obligations of TRUSTEES to convey any easements as set forth in the Settlement Agreement and Mutual Release, dated October 19, 2006 between the parties (the "Settlement Agreement"). In addition, the Reservoir "A" and "B" easements shall be subject to the specific conditions in the Settlement Agreement pertaining to the form and use of easements, ancillary nonexclusive easements, etc. as well as the TRUSTEE'S standard conditions for similar utility type easements and GRANTEE complying, at GRANTEE'S own cost and expense, with any and all applicable environmental laws. GRANTEE agrees to pay for any and all reasonable architectural treatments TRUSTEES may require up to ten percent (10%) of the base cost of each reservoir and GRANTEE shall work closely with TRUSTEES during the design process and through duration of the project completion to develop the needed architectural treatments.

**LEGAL DESCRIPTION
OF A WATER TANK 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:

Beginning at a point on the southerly line of said Parcel 5B that bears South 87°45'00" East, 25.00 feet along said southerly line from a 1-1/2" iron pipe with brass disc stamped "RCE 15310" at the southwest corner of said Parcel 5B (said corner also being designated as corner #31 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 25.00 feet easterly from the westerly line of said Parcel 5B

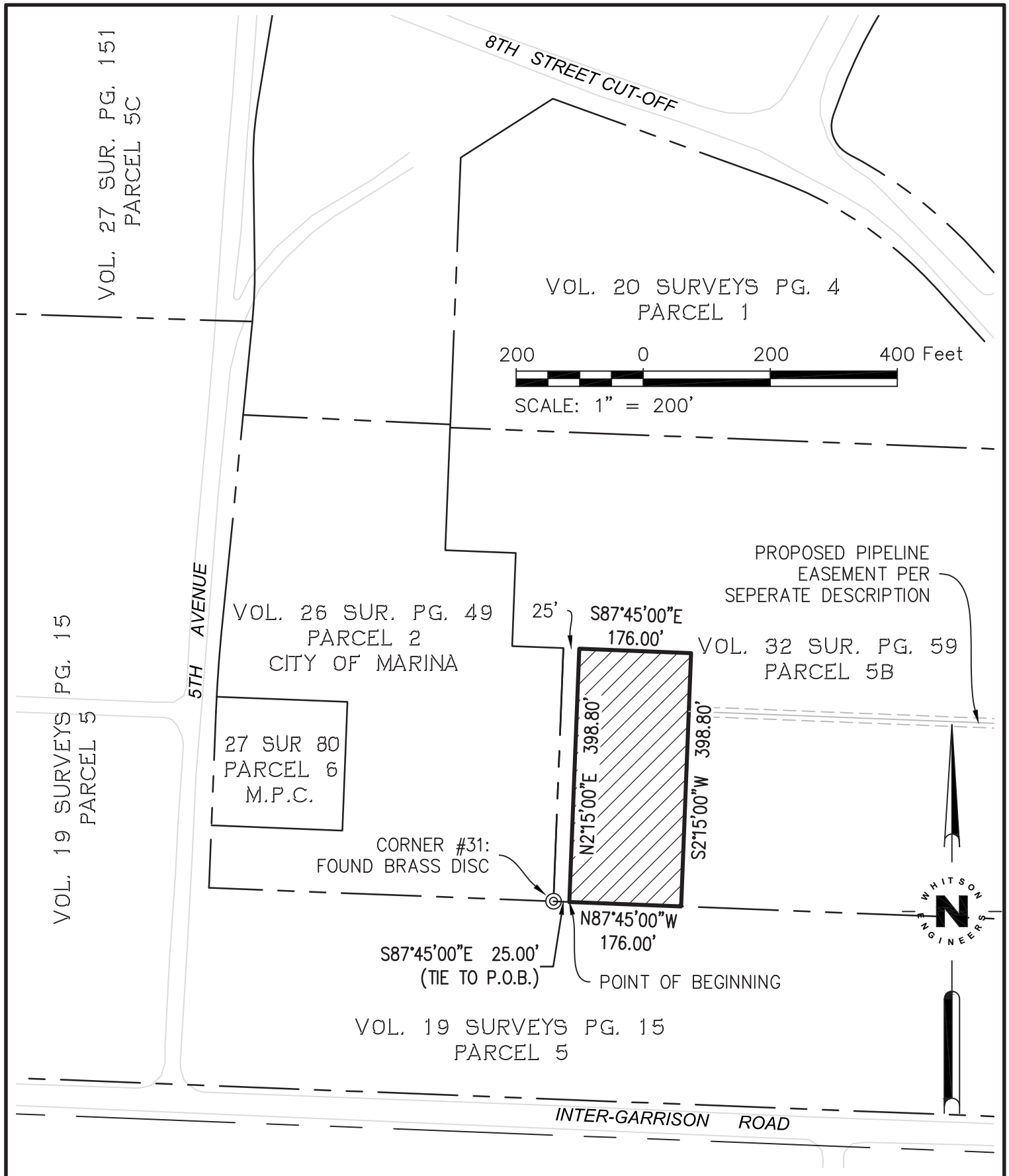
- 1) North 2°15'00" East, 398.80 feet; thence departing said parallel line
- 2) South 87°45'00" East, 176.00 feet; thence
- 3) South 2°15'00" West, 398.80 feet to a point on the southerly line of said Parcel 5B; thence along said line
- 4) North 87°45'00" West, 176.00 feet to the Point of Beginning.

Containing 1.611 Acres, more or less.

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

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



**PLAT TO ACCOMPANY DESCRIPTION
OF A WATER TANK EASEMENT
IN CALIFORNIA STATE UNIVERSITY, MONTEREY BAY**

MONTEREY, CALIFORNIA
MAY 18, 2018

WE WHITSON ENGINEERS

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831 649-5225 ■ Fax 831 373-5065

CIVIL ENGINEERING ■ LAND SURVEYING ■ PROJECT MANAGEMENT