RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

*Exempt from fees pursuant to Government*

*Code Section 27383*

Gold Mountain Community Services District

150 Pacific Street, #8

Portola, CA 96122

ATTN: Rich McLaughlin

APN: 131-120-007  **SPACE ABOVE LINE FOR RECORDER**

**GRANT OF EASEMENT**

This Grant of Easement (“**Agreement**”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2020, (“**Effective Date**”) between Nakoma Land Holdings, L.P., a California limited partnership ("**Grantor**"), and Gold Mountain Community Services District, a California special district ("**Grantee**“). Grantor and Grantee are sometimes referred to collectively as” Parties" or individually as "Party.”

RECITALS

1. Grantor is the owner in fee simple of certain real property located in the County of Plumas County, State of California, commonly referred to as 764 Deer Trail, Portola, California 96122 as identified by the Plumas County Assessor Parcel Number 131-120-007 and as more particularly described in the legal description set forth in Exhibit A attached hereto and incorporated herein ("**Property**").
2. Grantee is a public entity that provides domestic water service using Well 37 (“**Well**”) located on a parcel adjacent to the Property identified by the Plumas County Assessor Parcel Number 131-120-001, as more particularly described in Exhibit B attached hereto and incorporated herein. Grantee seeks to construct an access road across the Property to operate and maintain Well 37 as well as construct and maintain a new well site (“**Future Well**”) on the Property.
3. Grantor has agreed to grant Grantee a permanent, non-exclusive easement over the Property for the installation of an access road to the Well and construction of the Future Well upon the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration for Grantor's grant of an Easement to Grantee, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its successors and assigns a perpetual, non-exclusive easement in, on, over, and across the Property as shown in Exhibit C attached hereto and incorporated herein (“**Easement**”) for the purpose of construction and maintenance of an access road to construct, maintain, operate, remove, or replace the Well and Future Well and related facilities and appurtenances and incidentals thereto, together with the right of ingress and egress to and from the Well and Future Well.
   1. Installation and Work. Grantee agrees to meet and confer with Grantor regarding the design and construction of any above ground infrastructure, including required pumping and treatment facilities and landscaping.
2. Consideration. In consideration of the grant of the Easement, Grantee agrees to waive connection fees for Homesite 42 and Homesite 299 owned by Grantor.
3. Maintenance and Repair. Grantee shall maintain and repair the Easement in good condition and repair as it deems necessary or advisable, provided, however, that if any such maintenance or repair is required in whole or in part by any act or omission of Grantor, its successors, assigns, representatives, agent, or invitees, Grantor will be responsible for the cost of such maintenance and repair.
   1. Restoration of Property. Grantee shall be responsible for any and all damage resulting from or arising out of Grantee's exercise of the Easement caused to the Property by Grantee or Grantee's agents, representatives, or contractors, and Grantee shall restore such damaged portions of the Property to the condition they were in prior to the damage occurring.
4. Indemnity. Grantee shall indemnify, defend, and hold harmless Grantor, its agents, representatives, heirs, successors, and assigns from any and all claims, suits, demands, or causes of action, including reasonable attorney’s fees, arising out of, or relating to the use of the Easement by Grantee, its agents, representatives, successors, assigns, or invitees, excluding therefrom claims resulting from the negligence or willful misconduct of Grantor, its agents, representatives, heirs, successors, and assigns.
5. Insurance. Grantee shall procure and maintain from the date the Parties enter into the Agreement and continuing throughout the term of this Agreement, at Grantee's sole cost and expense, commercial general liability insurance with a minimum limit of liability of $1,000,000 combined single limit for bodily injury or death/ property damage arising out of any one occurrence. Grantee will name the Grantor as an additional insured under its commercial general liability policy. All such policies shall be written to apply to all bodily injury, death, property damage, personal injury and other loss however occasioned occurring during the policy term and shall be the primary insurance on the Property. Grantee shall provide Grantor with a proper certificate evidencing the insurance required under this Paragraph 5, as well as a copy of any carrier’s notice of cancellation or changes to policy conditions as soon as such notice is received by Grantee.
6. Notice. All notices given pursuant to this Agreement must be in writing and by personal delivery, U.S. Mail or established express delivery service, with postage or delivery charge prepaid, return receipt requested, and addressed to the person and address designated below:

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| --- | --- | --- |
|  | If to Grantor: | Nakoma Land Holdings, L.P.  6418 E. Tanque Verde Rd., #105  Tucson, AZ 85715-3846 |
|  | If to Grantee: | Gold Mountain Community Services District  150 Pacific Street, #8  Portola, California 96122 |

1. Covenants Running with the Land. This Agreement shall run with the land and shall be binding upon the Parties hereto, and their respective heirs, successors, and assigns. It is the intent that this Agreement will be recorded and that any subsequent transferee of the Property, by acceptance of a deed, shall be deemed to have consented to and become bound by the terms of this Agreement.
2. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, each Party hereto, their predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, members, employees, heirs, and personal representatives, past, present, and future.
3. Representation of Agreement. The Parties acknowledge that they have carefully and fully read the Agreement, and that they freely and voluntarily enter into it. The Agreement, and each of the provisions hereof, has been reached as the result of negotiations between the Parties.
4. Severability. If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
5. Governing Law. The Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of California. The Agreement is deemed entered into in the County of Plumas, State of California.
6. Amendment or Modification. The Agreement may only be amended or modified in a writing executed and recorded by all affected Parties at the time of such amendment.

IN WITNESS WHEREOF Grantor has executed this Grant of Easement the day and year first written above.

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| --- | --- |
| **GRANTOR**  Nakoma Land Holdings L.P.,  a California Limited Partnership  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [INSERT NAME]  Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [INSERT TITLE] | **GRANTEE**  Gold Mountain Community Service District,  A California special district  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [INSERT NAME]  Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [INSERT TITLE] |

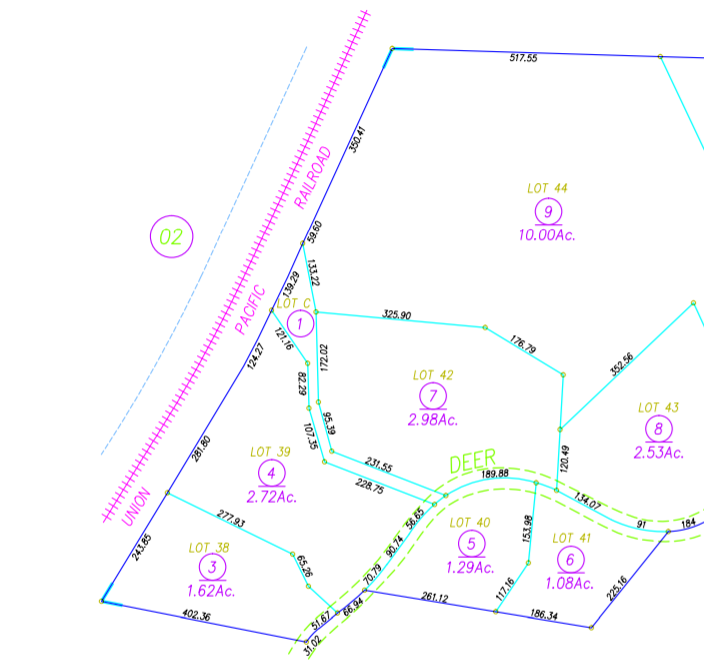
**EXHIBIT A**

LEGAL DESCRIPTION OF PROPERTY – LOT 42

PARCEL 2:

LOTS 32, 42, AND 46 OF GOLD MOUNTAIN, UNIT 1, PHASE 2, "THE MEADOWS" AS SHOWN ON THE MAP THEREOF FILED NOVEMBER 13,1996, IN BOOK 8 OF MAPS AT PAGES 33 THROUGH 37, RECORDS OF PLUMAS COUNTY.

EXCEPTING THEREFROM ALL WATER AND WATER RIGHTS IN, UNDER OR FLOWING OVER SAID PROPERTY OF APPURTENANT THERETO.



Excerpt from Plumas County Assessor’s Map Book 131, Page 12

**EXHIBIT B**

LEGAL DESCRIPTION OF ADJACENT PROPERTY – LOT C

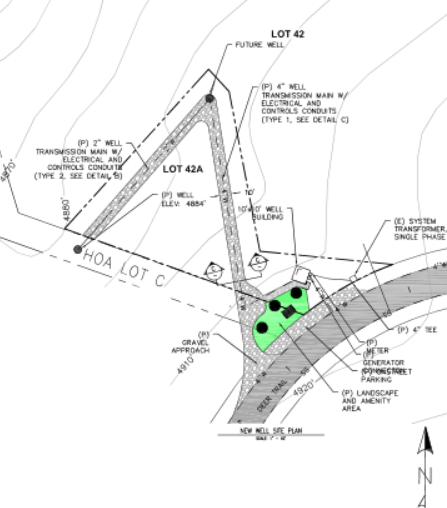
All that certain real property situated in the unincorporated area of the County of Plumas, State of California, more particularly described as follows:

Lots "C", "D", and "E" as shown on that certain map entitled "Gold Mountain Unit 1 - Phase 2 "The Meadows", which map was filed for record in the Office of the Plumas County Recorder November 13, 1996, in Book 8 of Maps, at Pages 33 through 37.

RESERVING THEREFROM UNTO GRANTOR herein, all the water and water rights in, under or flowing over said real property or appurtenant thereto.

**EXHIBIT C**

MAP OF EASEMENT



**CERTIFICATE OF ACKNOWLEDGMENT**

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| 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me, (here insert name and title of the officer) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,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)

**CERTIFICATE OF 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me, (here insert name and title of the officer) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,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)

**CERTIFICATE OF ACCEPTANCE**

Pursuant to Section 27281 of the

California Government Code

This is to certify that the interest in real property conveyed by deed or grant dated May \_\_\_, 2020, from Nakoma Land Holdings, L.P. to Gold Mountain Community Services District, a political corporation, is hereby accepted by the undersigned officer on behalf of the Board of Directors, pursuant to authority conferred by Resolution of the Board of Directors, adopted on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: May \_\_\_\_\_, 2020 Gold Mountain Community Services District

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name], [Position]