

MAIN STREET CONSTRUCTION AND SEWER EASEMENT AGREEMENT

This Construction and Sewer Easement Agreement (“Agreement”) is entered into as of _____, 2023 (“Agreement Date”), by and between the Yorba Linda Water District, a public agency, created and operating under authority of Division 12 of the California Water Code (“YLWD”), and the City of Yorba Linda (“CITY”). YLWD and CITY may be individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. CITY is the owner of certain property located in the City of Yorba Linda, County of Orange, California (“Property”) depicted in **Exhibit “A”**. YLWD provides retail municipal water service and sewer service to land within its service area, including the Property.

B. YLWD has determined that an existing 6-inch sewer pipeline and appurtenances, which serve YLWD’s and the CITY’s joint customers near Main Street in Yorba Linda, are in poor condition and must be replaced. YLWD desires the following work to be performed: (1) replace the existing sewer pipeline and appurtenances with a new 8-inch sewer pipeline and appurtenances (“New Sewer Main”), (2) construct a sewer manhole within a portion of the Property, (3) install a paved 15- foot wide access road from the rear of the Property line to Olinda Street, with a standard driveway apron at Olinda Street within the areas of the Sewer Easements (defined below), and (4) grade to allow the access road to be level and accessible by YLWD’s maintenance vehicles ((1) through (4) are collectively referred to as the “Project” and (3) and (4) are collectively referred to as the “Access Road”). The Parties intend for future development of the Property by CITY or its successor or assignee, as authorized by Section 16 below, to trigger construction of the Access Road. The Parties may modify the area and location of the Access Road based on mutual written agreement of the Parties, which will require modification of Sewer Easement No. 2 for the modified Access Road. The existing parking lot configuration provides YLWD limited access to the Property and existing YLWD facilities.

C. For the Project, YLWD requires (1) a temporary and irrevocable license across a portion of the Property as described and depicted on **Exhibit “B”** (“License”), and (2) two perpetual and non-exclusive easements across a portion of the Property as described and depicted in **Exhibit “C”** (Grant of Easement for Sewer Easement No. 1) and **Exhibit “D”** (Grant of Easement for Sewer Easement No. 2) (collectively referred to herein as the “Sewer Easements”) so YLWD may access, install, construct, remove, inspect, replace, maintain, repair, improve, and/or relocate subterranean pipeline or pipelines, manholes and other appurtenances, including the New Sewer Main (collectively the “YLWD Facilities”), in, on, or under the Property. The Sewer Easements are non-exclusive to facilitate other potential uses, including utilities, within the area of the Sewer Easements as long as such uses (i) do not materially interfere with the use of the Sewer Easements for YLWD purposes and (ii) are approved in writing by YLWD and such approval may not be unreasonably withheld.

D. CITY understands that YLWD’s obligations in this Agreement and ability to cause construction of the Project are conditioned on CITY granting YLWD: (1) temporary access onto the Property, via the License, and (2) the right to permanently access the Property, via the Sewer

Easements. Based on this understanding, and in consideration of the terms of this Agreement, CITY intends to grant to YLWD the License and Sewer Easements.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties agree as follows:

1. **Project and Project Plans.** With execution of this Agreement, CITY will grant to YLWD a perpetual and non-exclusive easement (Sewer Easement No. 1) in the Property in substantially the form attached hereto as **Exhibit “C”**. At YLWD’s expense, YLWD will construct a portion of the New Sewer Main within the Sewer Easement No. 1 area as shown on YLWD’s specifications and plans (“Project Plans”). If the Property is to be developed, then YLWD and CITY shall cause the prospective developer of the Property to construct the Access Road in Sewer Easement No. 2 per YLWD’s standards and specifications.

1.1 **Maintenance and Replacement.** In accordance with the Project Plans, YLWD will cause its Project contractor to maintain and clean the construction site and access areas of construction-related debris both during construction at all times and upon completion (final cleaning) of the Project. YLWD will replace in-kind City-owned facilities, such as pavement, curb and gutter, landscape, fencing, lighting, and irrigation lines that were damaged or removed by YLWD during construction of the Project so long as the City-owned facilities do not encroach on YLWD Facilities or areas of either the Sewer Easements or existing YLWD easements.

1.2 **Permits and Related Approvals.** YLWD will cause its Project contractor to obtain any necessary permits or approvals for the Project. In accordance with the Memorandum of Understanding with the CITY dated March 16, 2021, YLWD and YLWD’s Project contractor will not pay any CITY fees for the Project.

1.3 **Notice of Construction Start and Construction Completion.** At least 21 calendar days prior to commencing construction on the New Sewer Main and then again upon the construction of the Access Road, YLWD will serve written notice to CITY of the intended date for YLWD to begin the Project (“Notice of Construction Start”). Within 14 calendar days after completing the New Sewer Main and then again upon completing the Access Road, YLWD will provide written notice to CITY of completion (“Notice of Construction Completion”).

1.3.1 *Notice to Adjacent Property Owners.* YLWD and CITY shall at a minimum have a joint information meeting, at least two (2) months prior to start of construction, with adjacent property owners along Main Street and Olinda to provide them with the scope and schedule of the Project and requirements for property owners regarding their encroachments in YLWD’s Sewer Easements and YLWD existing easements. YLWD and CITY will provide notice of the initial meeting and any future meetings at least 14 calendar days prior to the meeting date, unless otherwise agreed to by both Parties. Along with the aforementioned notice of the owners meeting, YLWD shall provide the necessary and timely outreach information regarding the connection process so affected businesses on septic systems have time to make informed decisions on connecting to the New Sewer Main.

1.4 **Periodic Updates.** YLWD will update CITY on the progress of the Project periodically and at the reasonable request of CITY.

1.5 **Parking.** YLWD shall attempt to maintain access to as large of a number of parking spaces on the Property as possible during construction of the Project. Only partial closure of the parking lot will be permitted during construction, unless the Parties mutually agree that the entire parking lot may be closed for a limited period of time during construction. However, closure duration shall be minimized and adequate advance notification shall be provided by YLWD to surrounding properties (including INO and businesses along Olinda at minimum. At least 21 calendar days prior to start of the Project, YLWD shall provide signage (at the driveway entry) and written notification to (a) properties within a 300 ft radius and (b) all properties on Olinda and Main Street (including the commercial business located at 18181 Imperial Highway). The signage and written notice will inform the properties of both imminent Project commencement and reduction of available parking stalls.

1.6 **Survey.** YLWD conducted a survey of the Property to specifically ascertain the location of the property lines of the affected Property. The survey ascertained the location of a three (3) foot walkway on the southern portion of the Property. At the time of construction of the Access Road, the three (3) foot walkway servicing Parcel 32 shall be reconfigured as necessary by the prospective developer of the Property.

2. Sewer Easement No. 2. With execution of this Agreement, CITY will grant to YLWD a perpetual and non-exclusive easement (Sewer Easement No. 2) in the Property in substantially the form attached hereto as **Exhibit “D”**. Sewer Easement No. 2 will allow YLWD, among other things described in both this Agreement and Exhibit “D”, to continue to access and maintain YLWD Facilities through the CITY’s Olinda Street parking lot.

3. License. With execution of this Agreement, CITY will grant to YLWD a License substantially in the form attached hereto as Exhibit “B” that shall be effective as of the Agreement Date and terminate upon Notice of Construction Completion for both the New Sewer Main and the Access Road, whichever is later. YLWD may use the License area to construct the Project per the terms of the License in the form attached hereto as Exhibit “B”.

4. Existing Encroachments. As part of the Project, and with the CITY’S support, YLWD shall remove any and all encroachments as deemed necessary during construction (in the ground and vertically) in the Sewer Easement Area No. 1, which does not include existing YLWD sewer and water lines since these existing YLWD facilities are not encroachments. The encroachments to be removed by YLWD, are depicted and identified in **Exhibit “E”**. YLWD shall also remove and restore encroachments upon completion of the Project per YLWD’s discretion and easement rights. Any encroachments that the District does not require to be removed will be subject to a Declaration of Restrictive Covenants. The CITY shall notify YLWD as soon as practicable of the pending transfer or development of the parking lot parcels 25, 26, 27, 28, 29, 30 and 31. The Parties understand that the CITY does not own Parcel 32. To the extent there are existing encroachments on the Property that service Parcel 32, the Parties understand that the Access Road may need to be relocated to facilitate the continued existence of the encroachments servicing Parcel 32. The CITY shall remove, at the CITY’s expense, any and all encroachments (in the ground and vertically) in Sewer Easement No. 2 necessary to facilitate the construction of the Access Road prior to any development of the Property that would unreasonably interfere with

YLWD's access to the YLWD Facilities. Since the encroachments in Sewer Easement No. 2 will not be removed until after the location of the Access Road is confirmed, which will not be confirmed until sometime after the Agreement Date, the Parties acknowledge that this Agreement will be amended to add a new exhibit that will depict and identify the encroachments to be removed in Sewer Easement No. 2.

GENERAL TERMS

5 Incorporation of Recitals. The Recitals set forth above are true and correct.

6. Mutual Indemnity. During construction of the Project, and to the extent permitted by law, each Party shall hold harmless, defend at its own expense, and indemnify each other, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of the other Party or the other Party's officers, agents, employees, or contractors in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages or expenses arising from the other Party's (or the other Party's agents, consultants, or contractors) sole negligence or willful misconduct.

7 Liability Coverage. YLWD will ensure that there is liability coverage against claims for injuries to persons or damage to property which may arise from or in connection with the performance or non-performance of this Agreement. Liability coverage shall be at least as broad as: (i) \$2,000,000 – Each Occurrence, and (ii) \$4,000,000 – General Aggregate.” Such coverage shall be at no cost to CITY.

8. Cancellation of Project. If YLWD cancels the Project, YLWD will notify CITY in writing and YLWD reserves the right to terminate this Agreement without cost to the YLWD. Should YLWD terminate this Agreement, YLWD will return the Property to a substantially similar state and condition it was in prior to the commencement of the Project to the extent the Property was worsened by the Project.

9. Governing Law and Interpretation. The Parties hereby agree that this Agreement is to be governed under the laws of the State of California and interpreted according to its plain meaning as if drafted by both YLWD and CITY.

10. Dispute Resolution. If any dispute shall arise with respect to this Agreement and is not otherwise resolved by the Parties hereto, then such dispute shall be determined by a general judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq. in the County of Orange, before one general referee. This is a waiver of any right that may exist to a jury trial.

10.1 The Parties shall meet to select the referee no later than thirty (30) calendar days after service of the initial complaint on all defendants named in the complaint. The referee shall be a retired judge who has served in either the California Superior Court or Federal Court in Orange County, California with substantial experience in the type of matter in dispute and without any relationship to either Party, unless the Parties agree otherwise.

10.2 Each Party shall bear its own fees, including attorney's fees, and costs incurred with the judicial proceeding. The cost of the stenographic record shall be advanced equally by the Parties. However, the referee shall have the power to reallocate such fees and costs among the

Parties in the referee's final ruling, including that the prevailing Party, as determined by the referee, shall be entitled to recover from the other Party its reasonable fees, including attorney's fees, and costs.

11. Notices. Any notice may be served upon either Party by delivering it in person, or by depositing it in the U.S. Mail with the postage thereon fully prepaid, and addressed to the Party at the following address:

YLWD: General Manager
 Yorba Linda Water District
 1717 E. Miraloma Ave.
 Placentia, CA 92870

CITY: City Manager
 City of Yorba Linda
 4845 Casa Loma Avenue
 Yorba Linda, CA 92886

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service. If the Parties agree to accept electronic service, service of any notice may be effectuated by email to an email address provided by the Parties.

12. Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

13. Further Assurances. Each Party shall execute and deliver any documents reasonably necessary for the performance of their obligations under this Agreement, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement.

14. Relationship of Parties. Nothing in this Agreement shall be deemed to create any form of business organization between the Parties, including, without limitation, a joint venture or partnership.

15. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any Party.

16. Successors and Assigns: This Agreement, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, the Parties, and their respective successors and assigns.

17. Assignment and Assumption. No Party shall assign its rights or delegate its obligations under this Agreement without written notice to the other Party.

18. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

19. Amendment to this Agreement. This Agreement may be amended only by written instrument signed by the Parties. The Parties recognize that this Agreement may be modified upon future development of the Property.

20. Severability. If any provision, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the voided provision, condition or covenant shall be deemed severed from the remaining provisions of this Agreement, which shall remain valid and enforceable as permitted by law, and the Parties shall negotiate in good faith to replace the unenforceable provision(s) in accordance with the original purpose and intent of this Agreement so stated in the above Recitals.

21. Signatures in Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

22. Capacity of Signatory. The undersigned executing this Agreement on behalf of YLWD and CITY hereby warrant by signing this Agreement that they are authorized to bind such party in executing this Agreement, and are acting within the course and scope of that authority.

23. Term. This Agreement becomes void either one year after the Agreement Date if YLWD has not provided CITY with a Notice of Construction Start for the Project or upon mutual written agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date above.

“CITY”

CITY OF YORBA LINDA

By: _____

Name: _____

Title: _____

Date: _____

ATTEST

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

Date: _____

“YLWD”

YORBA LINDA WATER DISTRICT

By: _____

Name: Richard Mark Toy

Title: YLWD General Manager

Date: _____

REVIEWED BY:

By: _____

Name: Rosanne P. Weston

Title: Engineering Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Name: Andrew B. Gagen

Title: YLWD General Counsel

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 _____, 20__, before me, _____, a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person 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: _____

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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WITNESS my hand and official seal.

Signature: _____

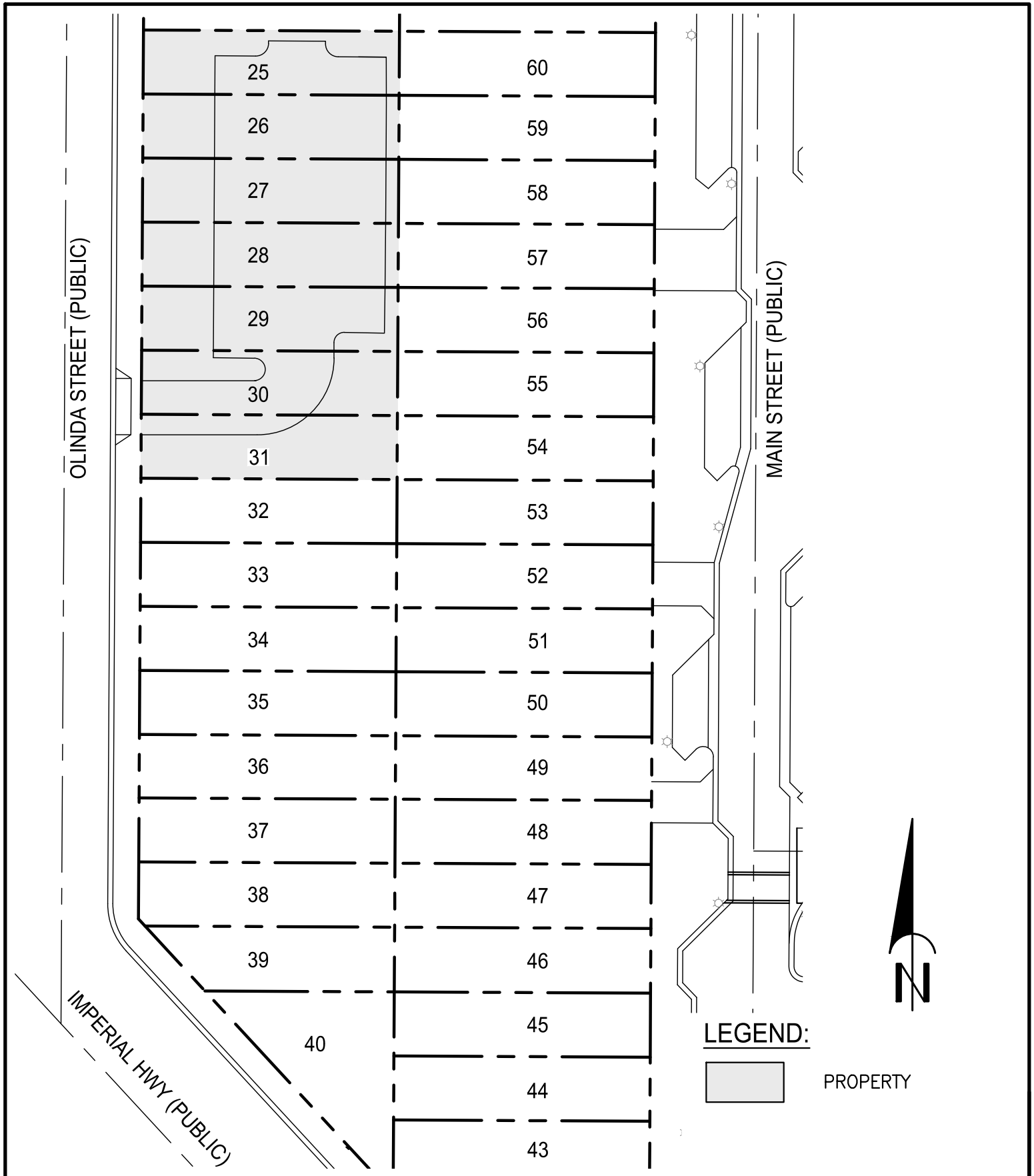
EXHIBIT LIST

EXHIBIT "A"	Depiction of Property
EXHIBIT "B"	License
EXHIBIT "C"	Grant of Easement for Sewer Easement No. 1
EXHIBIT "D"	Grant of Easement for Sewer Easement No. 2
EXHIBIT "E"	Sewer Easement No. 1 Encroachments

EXHIBIT "A"

DEPICTION OF PROPERTY

[Attached]



PREPARED BY:



YORBA LINDA WATER DISTRICT
 1717 E. MIRALOMA AVENUE
 PLACENTIA, CALIFORNIA 92870
 (714) 701-3000

EXHIBIT "A"

DEPICTION OF PROPERTY

MAIN STREET SEWER REPLACEMENT

SCALE: 1"=50'

DATE: 5/16/23

FILENAME:

EXHIBIT “B”

LICENSE

[Attached]

EXHIBIT "B"

TEMPORARY IRREVOCABLE LICENSE

1. **Owner of Property:** City of Yorba Linda ("City")
4845 Casa Loma Ave
Yorba Linda, CA 92886

2. **Property:** Real property including lots 25, 26, 27, 28, 29, 30 and 31 of the Newmark Tract, in the City of Yorba Linda, in the County of Orange, State of California, as per map recorded in Book 7, pages 45 and 46, of miscellaneous maps in the Orange County recorder's office and Assessor Parcel Numbers 323-304-02, 323-304-03, 323-304-04 and 323-304-05 (collectively, Property) depicted in Exhibit "A" to the Agreement.

3. **Licensee:** Yorba Linda Water District ("YLWD")
1717 E. Miraloma Ave
Placentia, CA 92870

4. **Recital:** This License is Exhibit "B" to the "Main Street Construction and Sewer Easement Agreement" ("Agreement") dated 2023 between YLWD and the City. Capitalized terms used in this License, without being separately defined herein, shall have the same meaning as defined in the Agreement.

5. **License:** The City grants this temporary irrevocable license ("License") to YLWD for use of approximately 13,300 square foot area of the lots on the Property of streets bounded by Olinda Street and Imperial Highway ("License Area") depicted in **Exhibit "1"** hereto.

6. **Purpose:** The purpose of the License includes ingress, egress and travel over the License Area for YLWD to make use of separate easements granted by the City for YLWD to access, install, construct, remove, inspect, replace, maintain, repair, improve, and or relocate subterranean pipeline or pipelines and other appurtenances, including a New Sewer Main (collectively, the YLWD Facilities) ("Purpose") and for no other purpose.

7. **Conditions:** The Parties hereby understand and agree that YLWD's use of the License Area is limited to the Purpose and in support of the Agreement, which may include (a) daily impacts to the License Area during construction and (b) intermittent daily impacts for as-needed maintenance and/or inspection of the YLWD Facilities. In addition:
 - 7.1. YLWD will obtain all necessary permits, if any required, for its use of the License Area; and
 - 7.2. Except for the changes described in the Agreement, YLWD will not install, develop, or make any changes to the Property or License Area, but merely will use the License Area for the Purpose.

8. **Indemnification.** See Agreement, Section 6. Mutual Indemnity.

9. **Insurance.** See Agreement, Section 7. Liability Coverage.

- 10. **Termination.** See Agreement, Section 3. License.
- 11. **Disputes.** See Agreement, Section 10. Dispute Resolution.
- 12. **Term.** The term of this License shall be operative on October __, 2023 only commencing and ending in accordance with the Agreement, Section 23. Term.
- 13. **Amendments.** This License shall not be considered modified, altered, changed or amended in any respect unless documented in writing and signed by both parties.

In WITNESS WHEREOF, this License has been executed by the City and YLWD as of the last date listed below.

CITY OF YORBA LINDA ('CITY')

YORBA LINDA WATER DISTRICT ("YLWD")

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: Richard Mark Toy
 Title: YLWD General Manager
 Date: _____

ATTEST

REVIEWED BY:

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: Rosanne P. Weston
 Title: Engineering Manager
 Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: Andrew G. Gagen
 Title: YLWD Counsel
 Date: _____

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 _____, 20__, before me, _____, a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person 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: _____

STATE OF CALIFORNIA)

COUNTY OF _____)

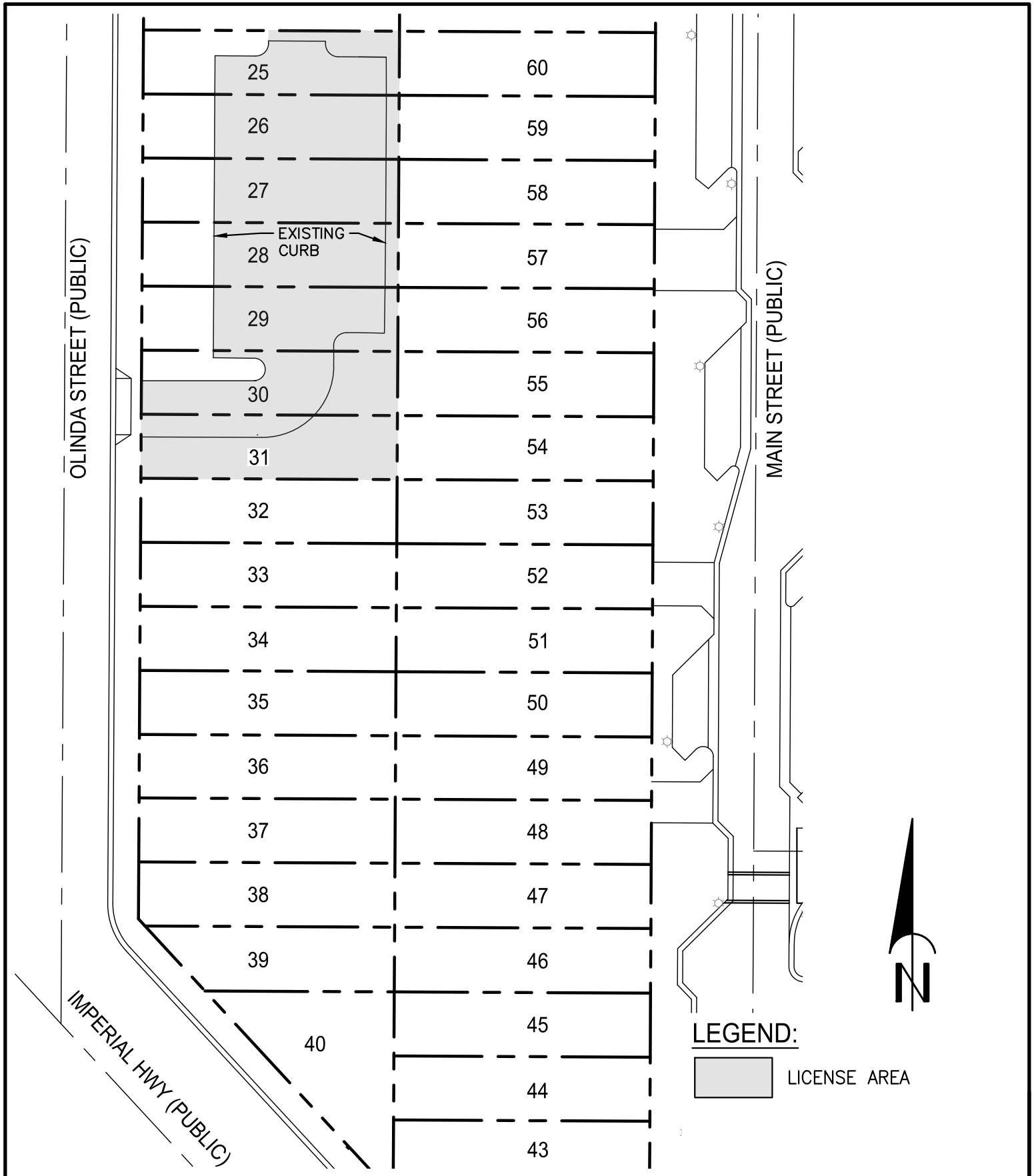
On _____, 20__, before me, _____, a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person 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: _____



PREPARED BY:



YORBA LINDA WATER DISTRICT
 1717 E. MIRALOMA AVENUE
 PLACENTIA, CALIFORNIA 92870
 (714) 701-3000

EXHIBIT "1"

LICENSE
 MAIN STREET SEWER REPLACEMENT

SCALE: 1"=50'

DATE: 9/14/23

FILENAME:

EXHIBIT "C"

GRANT OF EASEMENT FOR SEWER EASEMENT NO. 1

[Attached]

EXHIBIT C

Grant of Easement For Sewer Easement No. 1

RECORDING REQUESTED BY:
Yorba Linda Water District

WHEN RECORDED, MAIL TO:

Yorba Linda Water District
Attn: General Manager
PO Box 309
Yorba Linda, CA 92885-0309

THIS SPACE FOR RECORDER'S USE ONLY

FREE GOVERNMENT RECORDING PURSUANT
TO GOVERNMENT CODE SEC. 6103 AND
27383 AND EXEMPT FROM TAX PURSUANT TO
REVENUE AND TAX CODE SEC. 11922

GRANT OF EASEMENT

Access to Sewer Facilities

1. For valuable consideration, receipt of which is hereby acknowledged, CITY OF YORBA LINDA and its successors and assigns ("Grantor") hereby grant to the YORBA LINDA WATER DISTRICT, a local public agency organized and operating pursuant to Division 12 of the California Water Code (section 30000 et seq.) and its successors and assigns ("Grantee"), a non-exclusive and perpetual easement (a) in, over, upon, under and across a strip of real property described and depicted below, (b) to access, inspect, operate, repair, maintain, replace, remove, alter, and use a pipeline or pipelines together with braces, connections, fastenings, communication cables, and other appliances and fixtures in connection therewith or appurtenant thereto ("Grantee Facilities"), (c) for sewer service purposes and for ingress and egress in connection with the exercise of the foregoing rights.

2. The strip of real property subject to this Grant of Easement is located in the County of Orange, State of California, and is legally described in **Exhibit "A"** and depicted in **Exhibit "B"** ("Easement Area").

3. This Grant of Easement shall carry with it the right to mark the location of the Easement Area by suitable markers set and maintained in the ground at locations which shall not interfere with Grantor's reasonable use of the Easement Area.

4. Grantor shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of the Easement Area without the prior written consent of the Grantee. Grantor reserves the right to full use and enjoyment of the burdened land, except for the purposes herein granted, provided that Grantor's use and enjoyment shall not hinder, conflict, or interfere with the exercise of the Grantee's rights hereunder, and that no excavation, building, structure, or obstructions shall be constructed on the Easement Area.

5. The Grantee Facilities shall at all times remain the property of the Grantee notwithstanding the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable, in whole or in part, by the Grantee. If the Grantee permanently abandons the Grantee Facilities, the Grantee, in its sole discretion, may leave the Grantee Facilities in place and shall execute and record a reconveyance and release of this Grant of Easement.

6. Grantee shall have the further right to retain the Grantee Facilities in and at their existing location(s) and depth(s). Grantor shall not relocate or lower the Grantee Facilities without the Grantee's written consent provided by Grantee's General Manager.

7. To have and to hold the above-described rights and easement granted unto the Grantee for as long as the Grantee desires to exercise the same. Grantee may assign the rights and easement herein granted, either in whole or in part, subject to the terms of this Grant of Easement.

8. Counterpart signature pages may be attached hereto for purposes of recording.

WITNESS (my) (our) hand(s) on the date following our signatures below: (If a corporation, the corporate seal shall be affixed near the signatures of the duly authorized officers)

(ALL SIGNATURES SHALL BE NOTARIZED)

City of Yorba Linda _____
Grantor

By _____

_____ **Date**

Name:

Title:

By _____

_____ **Date**

Name:

Title:

Exhibit "A" to the Grant of Easement

[Legal Description of the Easement Area]

EXHIBIT "A"
LEGAL DESCRIPTION

THE EASTERLY 3 FEET OF LOTS 29, 30, AND 31 OF THE NEWMARK TRACT,
IN THE CITY OF YORBA LINDA, COUNTY OF ORANGE, STATE OF
CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGES 45 AND 46, OF
MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY.

CONTAINING 225 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO
AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION.

DATED THIS 7TH DAY OF JUNE, 2023.



GWEN-VERA DEL CASTILLO, PLS 5108



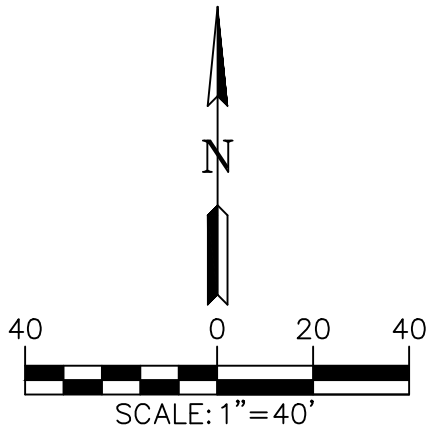
Exhibit "B" to the Grant of Easement

[Depiction of the Easement Area]

LEMON DRIVE

N89°42'52"W 269.96' →

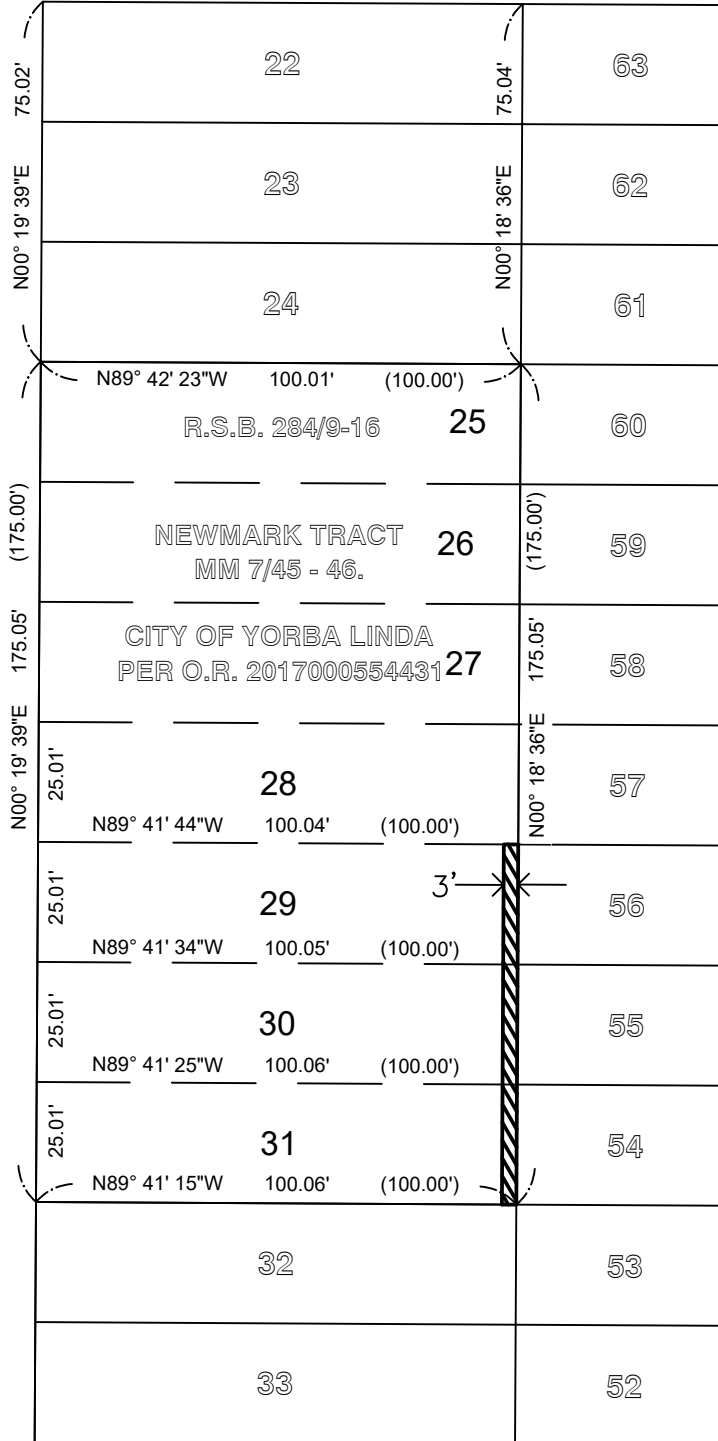
30'



OLINDA STREET

30'

N00°19'39"E 493.38'



JOB #: 123-017
 DATE: 6/7/23
 SCALE: 1"=40'
 SHEET 1 OF 1

EXHIBIT "B"

COAST SURVEYING, INC.
 15031 PARKWAY LOOP, SUITE B
 TUSTIN, CA 92780-6527 (714) 918-6266

CERTIFICATE OF ACCEPTANCE

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.

This is to certify that the interest in the strip of real property conveyed by the GRANT OF EASEMENT dated _____, 20____, from City of Yorba Linda to Yorba Linda Water District, a public corporation and/or governmental agency ("Grantee"), is hereby accepted as authorized by Section 31040 of the California Water Code and Grantee consents to recordation thereof by its duly authorized officer.

Approved as to Form:
KIDMAN GAGEN LAW, LLP

YORBA LINDA WATER DISTRICT
("Grantee")

Andrew B. Gagen
General Counsel for Grantee

Richard Mark Toy
General Manager

Date

Date

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 _____, 20__, before me, _____, a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person 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: _____

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person 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: _____

EXHIBIT "D"

GRANT OF EASEMENT FOR SEWER EASEMENT NO. 2

[Attached]

EXHIBIT D

Grant of Easement For Sewer Easement No. 2

RECORDING REQUESTED BY:
Yorba Linda Water District

WHEN RECORDED, MAIL TO:

Yorba Linda Water District
Attn: General Manager
PO Box 309
Yorba Linda, CA 92885-0309

THIS SPACE FOR RECORDER'S USE ONLY

FREE GOVERNMENT RECORDING PURSUANT
TO GOVERNMENT CODE SEC. 6103 AND
27383 AND EXEMPT FROM TAX PURSUANT TO
REVENUE AND TAX CODE SEC. 11922

GRANT OF EASEMENT

Access to Sewer Facilities

1. For valuable consideration, receipt of which is hereby acknowledged, CITY OF YORBA LINDA and its successors and assigns ("Grantor") hereby grant to the YORBA LINDA WATER DISTRICT, a local public agency organized and operating pursuant to Division 12 of the California Water Code (section 30000 et seq.) and its successors and assigns ("Grantee"), a non-exclusive and perpetual easement (a) in, over, upon, under and across a strip of real property described and depicted below, (b) to access, inspect, operate, repair, maintain, replace, remove, alter, and use a pipeline or pipelines together with braces, connections, fastenings, communication cables, and other appliances and fixtures in connection therewith or appurtenant thereto ("Grantee Facilities"), (c) for sewer service purposes and for ingress and egress in connection with the exercise of the foregoing rights.

2. The strip of real property subject to this Grant of Easement is located in the County of Orange, State of California, and is legally described in **Exhibit "A"** and depicted in **Exhibit "B"** ("Easement Area").

3. This Grant of Easement shall carry with it the right to mark the location of the Easement Area by suitable markers set and maintained in the ground at locations which shall not interfere with Grantor's reasonable use of the Easement Area.

4. Grantor shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of the Easement Area without the prior written consent of the Grantee. Grantor reserves the right to full use and enjoyment of the burdened land, except for the purposes herein granted, provided that Grantor's use and enjoyment shall not hinder, conflict, or interfere with the exercise of the Grantee's rights hereunder, and that no excavation, building, structure, or obstructions shall be constructed on the Easement Area.

5. The Grantee Facilities shall at all times remain the property of the Grantee notwithstanding the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable, in whole or in part, by the Grantee. If the Grantee permanently abandons the Grantee Facilities, the Grantee, in its sole discretion, may leave the Grantee Facilities in place and shall execute and record a reconveyance and release of this Grant of Easement.

6. Grantee shall have the further right to retain the Grantee Facilities in and at their existing location(s) and depth(s). Grantor shall not relocate or lower the Grantee Facilities without the Grantee's written consent provided by Grantee's General Manager.

7. To have and to hold the above-described rights and easement granted unto the Grantee for as long as the Grantee desires to exercise the same. Grantee may assign the rights and easement herein granted, either in whole or in part, subject to the terms of this Grant of Easement.

8. Counterpart signature pages may be attached hereto for purposes of recording.

WITNESS (my) (our) hand(s) on the date following our signatures below: (If a corporation, the corporate seal shall be affixed near the signatures of the duly authorized officers)

(ALL SIGNATURES SHALL BE NOTARIZED)

City of Yorba Linda _____
Grantor

By _____

_____ **Date**

Name:

Title:

By _____

_____ **Date**

Name:

Title:

Exhibit "A" to the Grant of Easement

[Legal Description of the Easement Area]

EXHIBIT "A"
LEGAL DESCRIPTION

THE SOUTHERLY 15 FEET OF LOT 31 OF THE NEWMARK TRACT, IN THE CITY OF YORBA LINDA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGES 45 AND 46, OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EASTERLY 3 FEET.

CONTAINING 1,456 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION.

DATED THIS 7th DAY OF JUNE, 2023.

Gwen-Vera del Castillo

GWEN-VERA DEL CASTILLO, PLS 5108

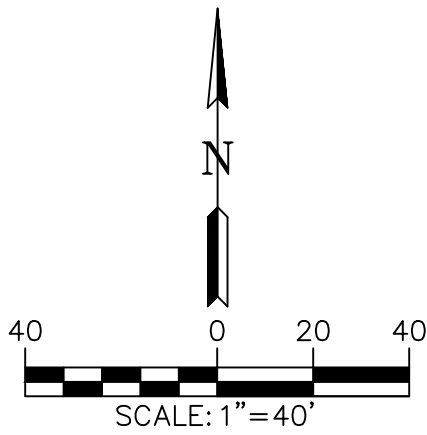


Exhibit "B" to the Grant of Easement

[Depiction of the Easement Area]

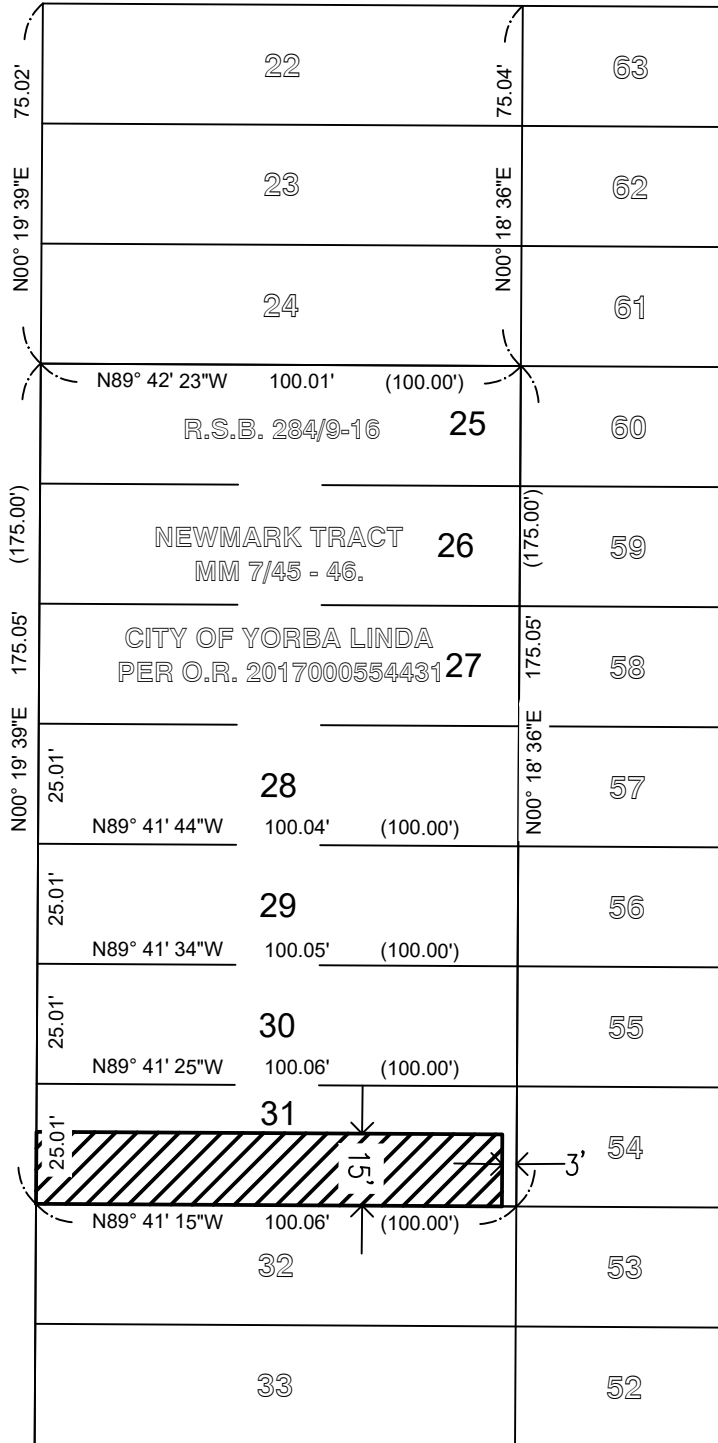
LEMON DRIVE

N89°42'52"W 269.96' →



OLINDA STREET

30'



30'

N00°19'39"E 493.38'

JOB #: 123-017
 DATE: 6/7/23
 SCALE: 1"=40'
 SHEET 1 OF 1

EXHIBIT "B"

COAST SURVEYING, INC.
 15031 PARKWAY LOOP, SUITE B
 TUSTIN, CA 92780-6527 (714) 918-6266

CERTIFICATE OF ACCEPTANCE

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.

This is to certify that the interest in the strip of real property conveyed by the GRANT OF EASEMENT dated _____, 20____, from City of Yorba Linda to Yorba Linda Water District, a public corporation and/or governmental agency ("Grantee"), is hereby accepted as authorized by Section 31040 of the California Water Code and Grantee consents to recordation thereof by its duly authorized officer.

Approved as to Form:
KIDMAN GAGEN LAW, LLP

YORBA LINDA WATER DISTRICT
("Grantee")

Andrew B. Gagen
General Counsel for Grantee

Richard Mark Toy
General Manager

Date

Date

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 _____, 20__, before me, _____, a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person 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: _____

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person 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.

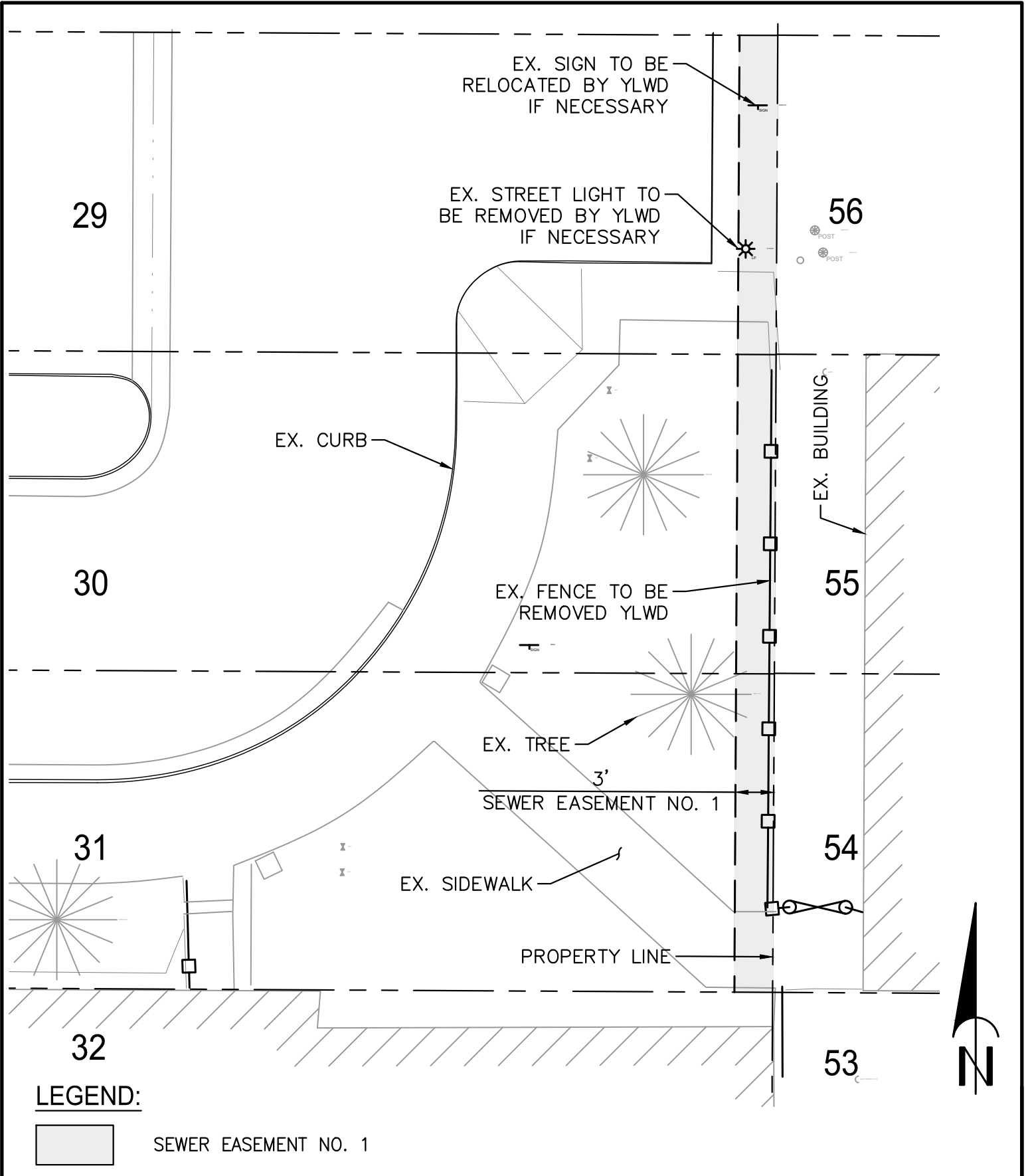
WITNESS my hand and official seal.

Signature: _____

EXHIBIT "E"

SEWER EASEMENT NO. 1 ENCROACHMENTS

[Attached]



PREPARED BY:



YORBA LINDA WATER DISTRICT
 1717 E. MIRALOMA AVENUE
 PLACENTIA, CALIFORNIA 92870
 (714) 701-3000

EXHIBIT "E"

SEWER EASEMENT NO. 1
 ENCROACHMENTS
 MAIN STREET SEWER REPLACEMENT

SCALE: 1"=10'

DATE: 8/8/23

FILENAME: