



RECORDING REQUESTED BY AND
WHEN
RECORDED RETURN TO:

Eastern Municipal Water District
P.O. Box 8300
Perris, CA 92572-8300
Attn: Real Property Division

With a copy to
City of Temecula
41000 Main Street
Temecula, CA 92590
Attn: City Clerk's Office

EXEMPT FROM RECORDING FEES
(Government Code §§6103 & 27383)

(Space above Line for Recorder's Use Only)

[X] Portions of APN(S): 910-262-060, 910-262-061
WO#: 77748
RA#:

This Easement Agreement is for the benefit of EMWD, a public agency, and is exempt from recording fees (Government Code Sections 6103 & 27383) and from transfer tax (Revenue & Taxation Code §11922).

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into between EASTERN MUNICIPAL WATER DISTRICT, a public agency organized and existing under and by virtue of the Municipal Water District Law of 1911 (referred to below as "Grantee") and the City of Temecula, a municipal corporation (referred to below as the "City" or "Grantor"). The City and Grantee are referred to below collectively as the "Parties".

RECITALS

A. The City is the record fee owner of those certain real properties identified as Riverside County Tax Assessor's Parcel Numbers 910-262-060 and 910-262-061 ("City

Property”). The City Property is described and depicted on **EXHIBITS “1”** and on **EXHIBITS “2”**, which are attached hereto as **ATTACHMENT “1”** and incorporated herein by this reference.

B. Grantee desires to acquire from the City and City desires to grant to Grantee a non-exclusive public service easement on the City Property described more particularly below.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City and Grantee agree as follows:

1. Grant of Non-Exclusive Public Service Easement. The City does hereby grant to Grantee an approximate 480 square foot non-exclusive public service easement for sewer purposes, including the construction and installation of sewer pipeline facilities and related appurtenances in or under the land in the City of Temecula, County of Riverside, State of California, described in **EXHIBIT “A”** and depicted on **EXHIBIT “B”** attached hereto as **ATTACHMENT “2”** and incorporated by reference herein (“Easement Area”), together with all rights of ingress and egress thereto, including the right to enter onto the Easement Area with such vehicles, machinery, and equipment as may be necessary or convenient to facilitate Grantee’s construction, reconstruction, installation, replacement, reconfiguration, operation, maintenance, repair, relocation, removal, inspection, observation, and study of Grantee’s facilities, pipelines, equipment, structures and/or appurtenances.

2. Non-exclusive Easement. The Parties agree and acknowledge that the approximate 480 square foot public service easement granted pursuant to this Easement Agreement is non-exclusive and that City may grant to other parties in the future the right to install utilities or other improvements in the Easement Area that do not unreasonably interfere with the rights granted to Grantee under this Easement Agreement.

3. Reservation of Rights by City. The City also reserves for itself, and the City’s successors, assigns the right to use the Easement Area in a manner that does not materially interfere with Grantee’s use of the Easement Area.

4. Grantee’s Obligation to Repair Easement Area. The Parties acknowledge that although no improvements are currently located in the Easement Area, the City may cause certain improvements to be constructed in the Easement Area in the future, including but not limited to decorative/architectural features, pervious concrete, porous concrete, permeable concrete, porous pavement, stamped concrete, brick, tile, stone, pavers, cobblestone, rock, slate, turf block, walls, monuments or other decorative/architectural material. Grantee shall be responsible, at its sole cost and expense, for repairing and/or restoring any improvements that are located in the Easement Area at such time as the Easement Area is used by Grantee and such use by Grantee results in damage to said improvements located in the Easement Area.

5. Relocation of Public Service Easement. Grantee acknowledges that the public service easement is non-exclusive and that City as the owner of the City Property has prior rights to the rights of Grantee in the Easement Area. If the City needs to use the Easement Area in the future for public use and said use conflicts with the rights of Grantee under this

Easement Agreement, Grantee agrees that it will relocate, at its sole cost and expense, Grantee's facilities, pipelines, equipment, structures and/or appurtenances installed by Grantee in said Easement Area to another public service easement provided by Grantor to Grantee in the vicinity of the Easement Area.

6. Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with an overnight carrier service. Notices shall be addressed as provided below for the respective party. The parties agree, however, that if any party gives notice in writing of a change of name or address to the other party, notices to such party shall thereafter be given as demanded in that notice:

City: City of Temecula
Attention: City Manager
41000 Main Street
Temecula, California 92590

Copy to: Richards, Watson & Gershon
Attention: Peter M. Thorson, City Attorney
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071

Grantee: Eastern Municipal Water District
P.O. Box 8300
Perris, CA 92572-8300
Attention: Real Property Division

7. Miscellaneous Terms.

a. *Governing Law.* This Agreement will be governed by and interpreted under the laws of the State of California.

b. *Severability.* If any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the validity of the other provisions of said Agreement will in no way be affected thereby.

c. *Headings.* Headings are provided for convenience only and are not to serve as a basis for interpretation or construction of this Agreement or as evidence of the intention of the parties.

d. *No Drafting Presumption.* Each of the Parties represents and warrants that it has carefully read this Agreement, and in signing this Agreement, it does so with full knowledge of any right which it may have; that Each of the Parties has received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement;

and, it has freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise. Each of the Parties further agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

e. *Entire Agreement.* This Agreement is intended by the Parties as a final expression of their agreement and as a complete and final statement of the terms and conditions of said Agreement, and will supersede any and all prior agreements or understandings relating to the same subject matter.

f. *Amendments.* No addition to, amendments to, or modification of any provision of this Agreement will be effective unless set forth in writing by the Grantee and the City, or their respective successors and assigns.

g. *Counterparts.* The District and the City may execute this Agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

h. *Successors and Assigns.* This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Easement Agreement to be executed as of the date set forth below.

GRANTEE

GRANTOR

EASTERN MUNICIPAL WATER DISTRICT,
a public agency organized and existing under
and by virtue of the Municipal Water District
Law of 1911

CITY OF TEMECULA, a municipal
corporation

Dated: _____

Dated: _____

By: _____
Joe Mouawad, P.E., General Manager

By: _____
Zak Schwank, Mayor

ATTEST:

Randi Johl, City Clerk

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON

By: _____
Peter M. Thorson, City Attorney

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 _____, before me, _____,
(insert name and title of the officer)

Notary Public, 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

ATTACHMENT "1"

EXHIBIT "1"
DESCRIPTION AND DEPICTION OF CITY PROPERTY

Legal Description of Property

A PORTION OF PARCELS 11 AND 15 OF PARCEL MAP NO. 23561-2, AS SHOWN BY MAP ON FILE IN BOOK 168 OF PARCEL MAPS, AT PAGES 71 THROUGH 73, INCLUSIVE, OFFICIAL RECORDS OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 15;

THENCE SOUTH 41° 58' 53" EAST 97.63 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 15 TO A POINT ON A LINE LYING 97.63 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINES OF SAID PARCELS 11 AND 15;

THENCE ALONG SAID PARALLEL LINE SOUTH 48° 01' 07" WEST 281.66 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 15;

THENCE CONTINUING ALONG SAID PARALLEL LINE SOUTH 48° 01' 07" WEST 222.59 FEET;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 00° 39' 13" EAST 48.55 FEET TO A POINT ON A LINE LYING 18.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID PARCEL 11;

THENCE ALONG SAID PARALLEL LINE SOUTH 48° 39' 30" EAST 122.89 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 11;

THENCE SOUTH 41° 20' 30" WEST 18.00 FEET ALONG SAID SOUTHEASTERLY LINE TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 11;

THENCE NORTH 48° 39' 30" WEST 260.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 11 TO THE MOST WESTERLY CORNER OF SAID PARCEL 11;

THENCE NORTH 48° 01' 07" EAST 288.47 FEET ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 11 TO THE MOST NORTHERLY CORNER OF SAID PARCEL 11;

THENCE NORTH 48° 01' 07" EAST 281.66 FEET ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 15 TO **THE POINT OF BEGINNING.**

EXHIBIT "1"
DESCRIPTION AND DEPICTION OF CITY PROPERTY

LOT LINE ADJUSTMENT NO. _____



SCALE: 1"=100'

ALL DATA SHOWN HEREON IS
 RECORD OR CALCULATED
 RECORD PER P.M.B.
 168/71-73.



Robert C. Ollerton
 12-10-2020

P.M. 29745
 P.M.B. 200/5-6

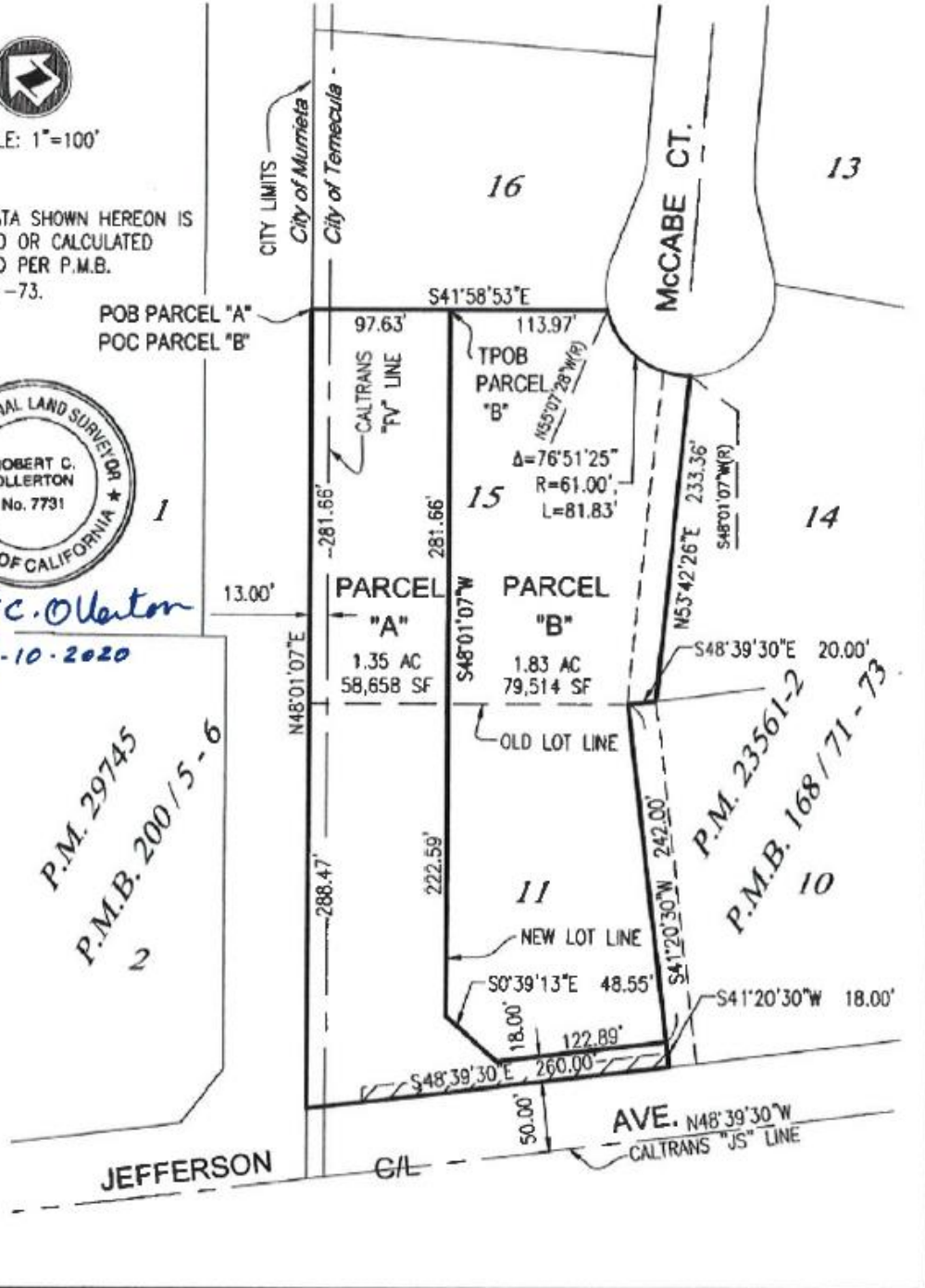


EXHIBIT "2"
DESCRIPTION AND DEPICTION OF CITY PROPERTY

Legal Description of Property

A PORTION OF PARCELS 11 AND 15 OF PARCEL MAP NO. 23561-2, AS SHOWN BY MAP ON FILE IN BOOK 168 OF PARCEL MAPS, AT PAGES 71 THROUGH 73, INCLUSIVE, OFFICIAL RECORDS OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 15;

THENCE SOUTH 41° 58' 53" EAST 97.63 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 15 TO A POINT ON A LINE LYING 97.63 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID PARCEL 15 SAID POINT ALSO BEING **THE TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE SOUTH 48° 01' 07" WEST 281.66 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 15;

THENCE CONTINUING ALONG SAID PARALLEL LINE SOUTH 48° 01' 07" WEST 222.59 FEET;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 00° 39' 13" EAST 48.55 FEET TO A POINT ON A LINE LYING 18.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID PARCEL 11;

THENCE ALONG SAID PARALLEL LINE SOUTH 48° 39' 30" EAST 122.89 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 11;

THENCE NORTH 41° 20' 30" EAST 242.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 11 TO THE MOST EASTERLY CORNER OF SAID PARCEL 11 SAID POINT ALSO BEING ON THE SOUTHWESTERLY LINE OF SAID PARCEL 15;

THENCE SOUTH 48° 39' 33" EAST 20.00 FEET ALONG SAID SOUTHWESTERLY LINE TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 15;

THENCE NORTH 53° 42' 26" EAST 233.35 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 15 TO THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL 15 ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 48° 01' 07" WEST;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL 15 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 76° 51' 25" AN ARC DISTANCE OF 81.83 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 15;

THENCE NORTH 41° 58' 53" WEST 113.97 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 15 TO THE **TRUE POINT OF BEGINNING**,

EXHIBIT "2"
DESCRIPTION AND DEPICTION OF CITY PROPERTY

LOT LINE ADJUSTMENT NO. _____



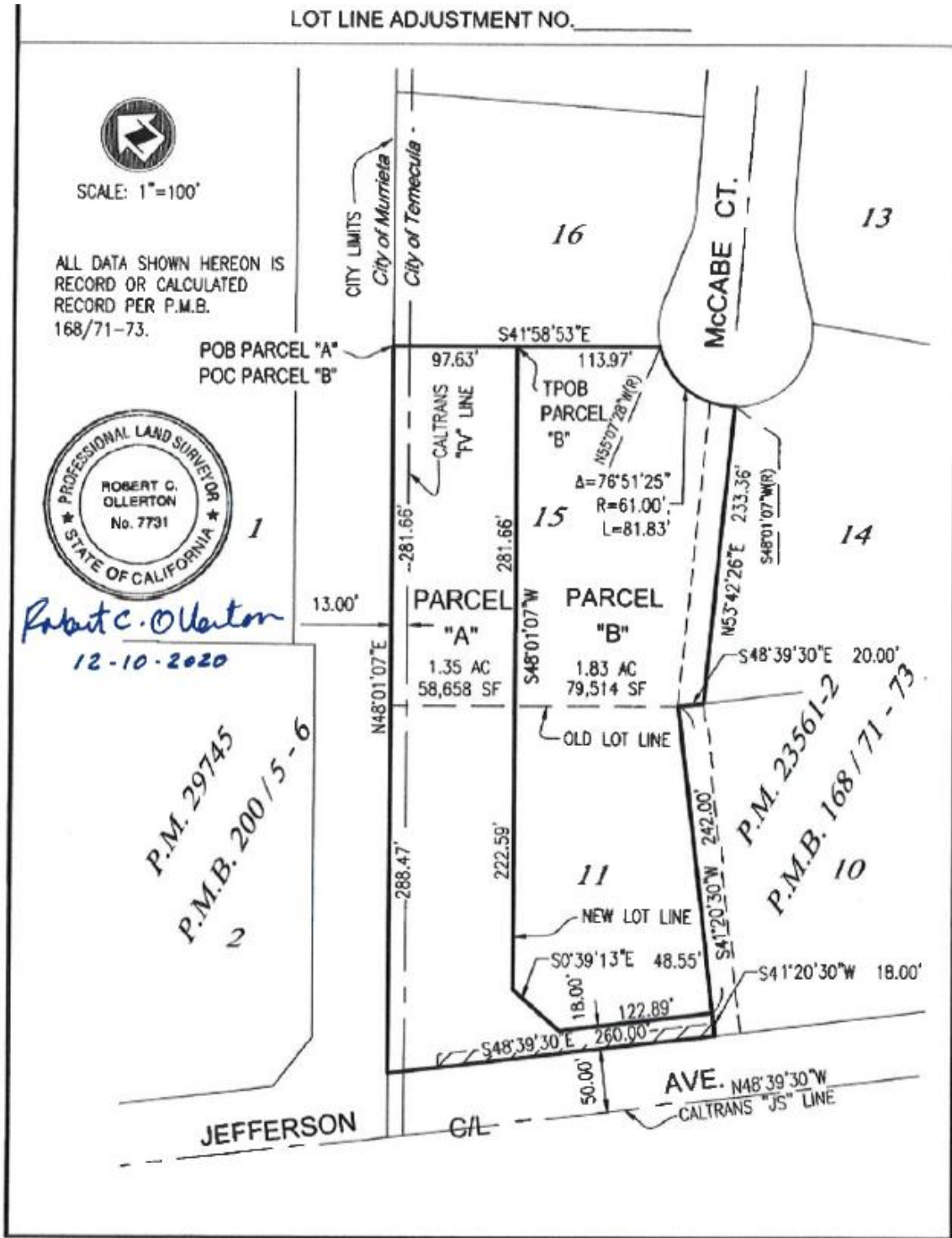
SCALE: 1"=100'

ALL DATA SHOWN HEREON IS
 RECORD OR CALCULATED
 RECORD PER P.M.B.
 168/71-73.



Robert C. Ollerton
 12-10-2020

P.M. 29745
 P.M.B. 200/5-6



ATTACHMENT “2”

EXHIBIT "A"

**EASTERN MUNICIPAL WATER DISTRICT
SEWER EASEMENT**

W.O. 77748

APN: 910-262-060, 910-262-061

GRANTOR: CITY OF TEMECULA, A MUNICIPAL CORPORATION

LEGAL DESCRIPTION

IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF PARCELS "A" AND "B" OF LOT LINE ADJUSTMENT NO. LD21-0388 RECORDED APRIL 30, 2021 AS DOCUMENT NO. 2021-0271013, ALSO BEING A PORTION OF PARCEL 11 OF PARCEL MAP NO. 23561-2 FILED IN BOOK 168, PAGES 71 THROUGH 73, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE SOUTHEASTERLY 24 FEET OF THE SOUTHWESTERLY 20 FEET OF SAID PARCEL 11.

CONTAINING: 480 SQUARE FEET MORE OR LESS

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

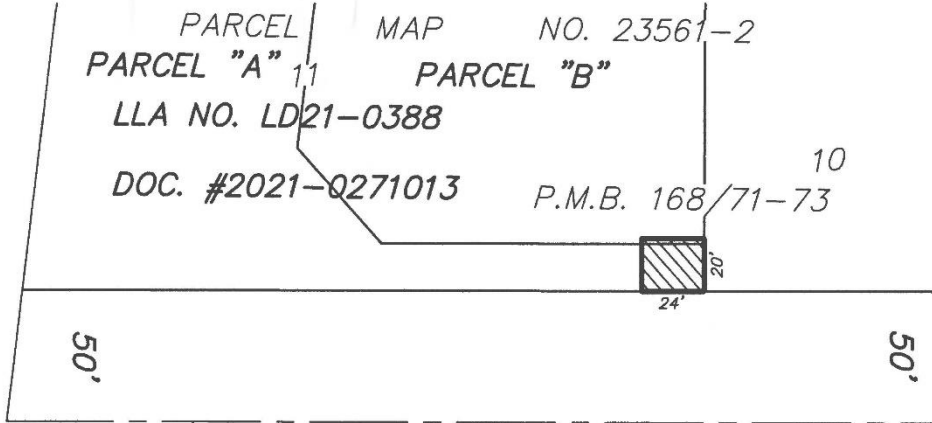
PREPARED UNDER THE SUPERVISION OF:


GREGORY S. BORCHARD, LS 7705
MY REGISTRATION EXPIRES: 12/31/24



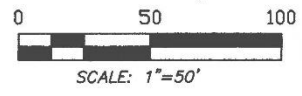
EXHIBIT "B"

PARCEL MAP NO. 23561-2
 PARCEL "A" 11 PARCEL "B"
 LLA NO. LD21-0388
 DOC. #2021-0271013 P.M.B. 168/71-73

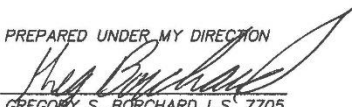


JEFFERSON AVENUE

PROPERTY DESCRIPTION
 PARCELS A & B OF LOT LINE
 ADJUSTMENT NO. LD21-0388
 RECORDED 4/30/21 AS DOCUMENT
 NO. 2021-0271013 BEING A PORTION
 OF PARCEL 11 OF PARCEL MAP NO.
 23561-2, FILED IN BOOK 168, PAGES
 71 THROUGH 73, INCLUSIVE, OF
 PARCEL MAPS, IN THE OFFICE OF THE
 COUNTY RECORDER OF RIVERSIDE
 COUNTY, CALIFORNIA.

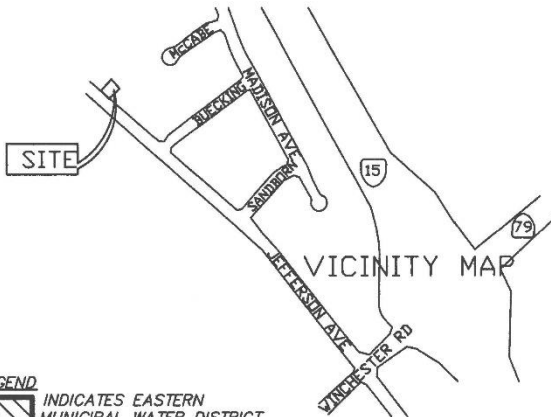


PREPARED UNDER MY DIRECTION


 GREGORY S. BORCHARD L.S. 7705
 DATE: 3/22/23



APN: 910-262-060
 APN: 910-262-061



LEGEND
 INDICATES EASTERN
 MUNICIPAL WATER DISTRICT
 SEWER EASEMENT 480 SQ. FT. ±

SEC. 27, T.7S, R.3W, S.B.M.

EASTERN MUNICIPAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA	INST. NO.	DATE:	RA-
	APPROVALS		SCALE AS SHOWN
GRANT OF EASEMENT PROPERTY OF: CITY OF TEMECULA	ENGINEERING	REAL PROPERTY	W.O. 77748
			DATE: 11/2/22
			SHT. 1 OF 1