

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

**Nevada Irrigation District
1036 W. Main Street
Grass Valley, CA 95945**

County APN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project:
Map No.
Index No.

Documentary Transfer Tax: \$ _____
() Computed on full value of property conveyed
() Unincorporated area () City of _____
() Recordation requested by Nevada Irrigation District,
a political Subdivision of the State of California,
pursuant to Government Code Section 6103.

Signature of Agent Determining Tax

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged
and _____,

hereinafter called GRANTOR, hereby grants to **NEVADA IRRIGATION DISTRICT**, hereinafter called DISTRICT, a permanent easement for rights stated herein, on, over, under and across those certain lands, hereinafter called Easement Area, which are situated in the unincorporated area, County of _____, State of California, described in Exhibit "A" and shown on Exhibit "B" attached hereto.

GRANTOR hereby grants to DISTRICT the rights, privilege and authority to excavate for, install, replace, relocate (of the initial or any other size or flow), inspect, remove, operate, patrol, maintain and use such facilities as the DISTRICT shall from time to time elect for conveying water, with necessary and proper valves and other appurtenances and fittings including telemetry or electrical lines, measuring, recording, and monitoring devices, aboveground vaults, valve boxes, fire hydrants, blow offs or manholes, and other directly related apparatus, and devices for controlling electrolysis for use in connection with said facilities, together with adequate protection therefore, and also together with a right of way within said Easement Area, or along a route as hereinafter set forth;

Together with the following rights:

- a) the right of grading said Easement Area for the full width thereof;
- b) the right to ingress to and egress from said Easement Area for persons, equipment, materials and vehicles over and across GRANTOR's property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to GRANTOR;
- c) the right from time to time to trim, remove, cut down and clear away any and all trees, brush, and debris now or hereafter on said Easement Area;

- d) the right to install, maintain and use gates in all fences which now or hereafter cross said Easement Area;
- e) the right to mark the location of pipelines by suitable markers set in the ground.

OBLIGATIONS OF THE DISTRICT

DISTRICT hereby covenants and agrees:

- a) DISTRICT shall repair any damage it shall do to GRANTOR's private roads or lanes on said Easement Area;
- b) DISTRICT shall indemnify GRANTOR against any claims for loss and damage arising out of the exercise of rights granted hereby.

Failure by DISTRICT to perform its obligations described herein would constitute a breach of contract and be subject to action for damages. DISTRICT non-performance would not constitute a condition subsequent or a basis for an extinguishment, forfeiture or reversion of this Easement.

GRANTOR'S USE OF EASEMENT AREA

GRANTOR may use said Easement Area for purposes and in a manner that will not interfere with DISTRICT's full enjoyment of the rights granted hereby; provided that GRANTOR shall first apply for and receive from DISTRICT an encroachment permit authorizing the use. GRANTOR's application will be processed and determined in accordance with DISTRICT's rules and regulations regarding encroachments upon areas subject to DISTRICT easements, as they now exist or as hereafter duly adopted. DISTRICT will not unreasonably condition or deny the encroachment permit, or delay acting upon GRANTOR's application.

Typical GRANTOR uses that may meet DISTRICT approval include utility facilities (e.g. private service conduits), walkways, driveways, fencing, low impact landscaping, or cattle grazing.

Typical GRANTOR uses that do not meet DISTRICT approval include erecting or constructing any structure or other obstruction, drilling or operating any well, constructing any reservoir, diminishing or substantially adding to the ground cover, storing or using materials that pose a hazard to water quality.

BINDING EFFECT

This Easement shall be binding upon and inure to the benefit of the parties successors and assigns, heirs, beneficiaries and personal representatives.

Date: _____

Date: _____

ACCEPTANCE

This is to certify that the interest in real property conveyed by this document to the Nevada Irrigation District, a governmental agency, is hereby accepted by the undersigned on behalf of the Board of Directors of the Nevada Irrigation District pursuant to authority conferred by Resolution No. 2003-50 of said Board adopted on September 24, 2003.

Date: _____