

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Robert N. Hanford, P.E.  
Golden State Water Company  
160 Via Verde, Suite 100  
San Dimas, CA 91773

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Documentary Transfer Tax Declaration  
This is a conveyance of an easement and  
the consideration and value is less than \$100.00.  
R&T 11911

**GRANT OF EASEMENT**

**THIS GRANT OF EASEMENT** (this “**Easement Agreement**”) is made as of \_\_\_\_\_, 20\_\_\_, by CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, a fire protection district existing under the laws of the State of California (“**Grantor**”), for the benefit of GOLDEN STATE WATER COMPANY, a California corporation (“**Grantee**”), with reference to the following recitals:

**RECITALS**

A. Grantor owns that certain real property with assessor parcel number 091-030-012 located on Gobble Drive in the City of Bay Point, in the County of Contra Costa, State of California, and more particularly described on Exhibit A attached hereto (the “**Property**”).

B. Grantee has requested a permanent easement **to operate, maintain, repair, enlarge, replace, and if elected by Grantee, abandon water pipelines and appurtenances within** (the “**Easement Purpose**”) a portion of the Property more particularly described on Exhibit B attached hereto (the “**Easement Area**”), and depicted on the site plan attached hereto as Exhibit C.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. **Easement**. Grantor hereby grants to Grantee a permanent non-exclusive easement to the Easement Area for the Easement Purpose; and for the further purpose of ingress, egress and passage across with all the necessary materials, tools, supplies, and other equipment related to the Easement Purpose, together with a right of way upon, over, under, through and across the Property to access the Easement Area (the “**Easement**”). Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures over the hereinafter described Easement Area.

2. **Maintenance.** Grantor hereby grants to Grantee a perpetual non-exclusive easement for maintenance and repair purposes over the Easement Area and such portions of the Property as are reasonably necessary for such maintenance and repair. Grantee shall be responsible for all costs associated with the Grantee's use of the Easement.

3. **No Gift or Dedication.** Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the Property to or for the general public or for any public use or purpose whatsoever, it being the intention of the parties that the Easement and rights granted in this Easement Agreement shall be strictly limited to and for the purposes herein expressed with respect to private property solely for the benefit of the parties and their respective tenants, invitees and licensees.

4. **Mortgagee Protection.** No breach or violation of this Easement Agreement or of the restrictions provided herein shall render invalid the lien of any mortgage, deed of trust or similar instrument securing a loan made in good faith and for value with respect to any portion of the Property, but all of the provisions of this Easement Agreement shall be binding upon and effective against any subsequent owner (including any mortgagee or beneficiary under a deed of trust) who acquires title to the Property or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

5. **Relocation and Abandonment.** Grantee shall have the right in its sole discretion to relocate the Easement Area to a comparable location on the Property, provided such comparable area does not materially interfere with Grantor's use and enjoyment of the Property. Grantee shall have the right in its sole discretion to abandon the Easement.

6. **Notice of Material Issue.** Grantor shall promptly notify Grantee in writing of any material issue or fact that may affect the Easement.

7. **Governing Law.** This Easement Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. **Successors and Assigns; Covenants Running with the Land.** This Easement Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns, tenants, invitees and licensees. All of the provisions of this Easement Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, without limitation, Section 1457 et. seq. of the California Civil Code.

9. **Severability.** If any provision of this Easement Agreement is prohibited or held to be invalid, illegal or unenforceable for any reason, the parties hereto agree to the fullest extent permitted by law that (a) the validity, legality and enforceability of the other provisions shall not be affected or impaired thereby and (b) the parties hereto shall endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid and enforceable provisions, the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.

10. **Remedies.** In the event of any breach or threatened breach of any provision of this Easement Agreement, the parties hereto may prosecute any proceedings at law or in equity to

enjoin such breach or threatened breach and to recover damages for any such breach. The remedies permitted or available pursuant to the provisions of this Easement Agreement shall be cumulative and in addition to any rights or remedies available at law or in equity.

11. **Indemnification.**

(a) Grantee shall indemnify, defend and hold Grantor, and its officers, employees and agents (collectively, the “**Grantor Parties**”) harmless from and against any and all losses, claims, demands, costs, expenses, liens, fines, penalties, liabilities, judgments and damages resulting directly from Grantee’s exercise of any rights granted to Grantee under this Easement Agreement, provided that Grantee shall not be required to indemnify or hold any Grantor Party harmless from and against any loss, claim, demand, cost, expense, lien, fine, penalty, liability, judgment or damages arising from the willful or negligent acts or omissions of a Grantor Party.

(b) Grantor shall indemnify, defend and hold Grantee, and its officers, affiliates, contractors, employees and agents (collectively, “**Grantee Parties**”) harmless from and against any and all losses, claims, demands, costs, expenses, liens, fines, penalties, liabilities, judgments and damages resulting directly or indirectly from or related to Grantor’s exercise of any rights retained by Grantor under this Easement Agreement or arising from the willful or negligent acts or omissions of a Grantor Party, provided that Grantor shall not be required to indemnify or hold Grantee harmless from and against any loss, claim, demand, costs, expense, lien, fine, penalty, liability, judgment or damages arising from the willful or negligent acts or omissions of a Grantee Party.

12. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Easement Agreement attached thereto.

13. **Cost of Enforcement.** If any legal or equitable action or proceeding is instituted by one party against the other to enforce or interpret any provision of this Grant, the party prevailing in such action shall be entitled to recover from the losing party all of its costs of suit, including, but not limited to, reasonable attorneys’ fees awarded by the court.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, this agreement is hereby executed on the day and year first above-written.

Grantor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 )  
 ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, 2021 before me, \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public (Seal)

IN WITNESS WHEREOF, this agreement is hereby executed on the day and year first above-written.

Grantee: Golden State Water Company

By: \_\_\_\_\_

Name: Denise L. Kruger

Title: Senior Vice President,  
Regulated Water Utility

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 )  
 ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, 2021 before me, Ledina Hill, Notary Public, personally appeared Denise L. Kruger, 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.

\_\_\_\_\_  
Notary Public (Seal)

IN WITNESS WHEREOF, this agreement is hereby executed on the day and year first above-written.

Grantee: Golden State Water Company

By: \_\_\_\_\_

Name: Eva G. Tang

Title: Senior Vice President - Finance, Chief Financial Officer, and Secretary

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 )  
 ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, 2021 before me, Ledina Hill, Notary Public, personally appeared Eva G. Tang, 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.

\_\_\_\_\_  
Notary Public (Seal)

## **EXHIBIT A**

### **Legal Description of the Property**

Real property located in an unincorporated area of the County of Contra Costa, State of California, being a portion of the Northwest Quarter of Section 15, Township 2 North, Range 1 West, Mount Diablo Meridian, also being a portion of the property described in the Quit Claim Deed from Contra Costa County to Contra Costa County Fire Protection District recorded October 22, 2004 at the Recorder's Series Number 2004-0405463, Contra Costa County records.

APN 091-030-012

**EXHIBIT "B"**

Real property located in an unincorporated area of the County of Contra Costa, State of California, being a portion of the Northwest Quarter of Section 15, Township 2 North, Range 1 West, Mount Diablo Meridian, also being a portion of the property described in the Quit Claim Deed from Contra Costa County to Contra Costa County Fire Protection District recorded October 22, 2004 at Recorder's Series Number 2004-0405463, Contra Costa County records, described as follows:

**Waterline Access Easement**

Commencing at the northwest corner of said Parcel (2004-0405463) and the beginning of a curve, concave to the southeast, having a radius of 1068.00 feet and the center point of which bears south 25°13'25" east; thence along said northwest line and along said curve through a central angle of 7°48'13" for an arc distance of 145.46 feet; thence continuing along said northwest line north 72°34'48" east for a distance of 147.48 feet to the Point of Beginning; thence continuing along said northwest line, north 72°34'48" east for a distance of 38.47 feet; thence leaving said northwest line, south 73°27'01" east for a distance of 93.68 feet to the beginning of a tangent curve, concave to the southwest and having a radius of 62.00 feet; thence along said curve through a central angle of 23°11'40" for an arc distance of 25.10 feet; thence south 50°15'21" east for a distance of 7.40 feet to a point on the northeast line of said Parcel; thence along said northeast line, south 28°29'46" west for a distance of 0.51 feet; thence continuing along said northeast line, south 39°44'42" west for a distance of 23.51 feet; thence leaving said northeast line, north 50°06'59" west for a distance of 7.23 feet to the beginning of a tangent curve, concave to the southwest and having a radius of 38.00 feet; thence along said curve through a central angle of 19°08'36" for an arc distance of 12.70 feet; thence north 69°15'35" west for a distance of 43.20 feet; thence north 73°26'52" west for a distance of 34.64 feet; thence south 73°36'00" west for a distance of 82.05 feet; thence north 62°02'40" west for a distance of 6.38 feet; thence north 73°52'33" east for a distance of 23.81 feet; thence north 15°45'24" west for a distance of 9.66 feet; thence south 88°38'05" east for a distance of 14.89 feet; thence north 1°11'01" east for a distance of 18.62 feet to the Point of Beginning.

Containing 3,981 square feet (0.091 acres), more or less.



**Exhibit "B"**, a plat is 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.

Signature: James A. Stein

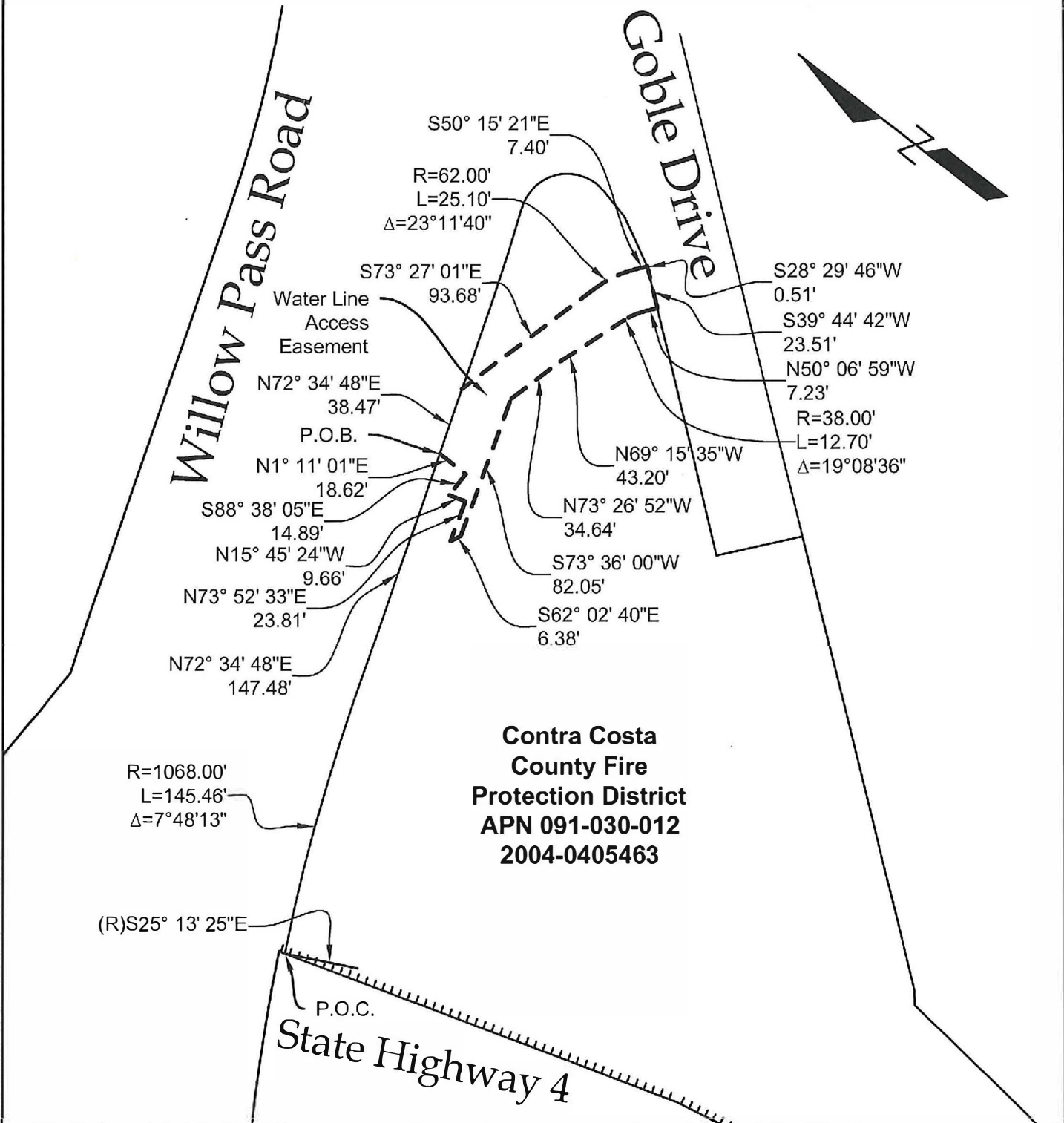
Licensed Land Surveyor  
Contra Costa County Public Works Department



Date: 2/22/2021

# EXHIBIT "B"

## PLAT TO ACCOMPANY EXHIBIT "B"



### Waterline Access Easement



Contra Costa County  
 Public Works Department  
 255 Glacier Drive  
 Martinez, CA 94553

Instr \_\_\_\_\_ Recorded \_\_\_\_\_

Series # \_\_\_\_\_

SCALE: 1"=80'

DATE: 2/11/2021

DRAWN BY: BD

DRAWING NO. \_\_\_\_\_

CHECKED BY: JS

**EXHIBIT "C"**

Real property located in an unincorporated area of the County of Contra Costa, State of California, being a portion of the Northwest Quarter of Section 15, Township 2 North, Range 1 West, Mount Diablo Meridian, also being a portion of the property described in the Quit Claim Deed from Contra Costa County to Contra Costa County Fire Protection District recorded October 22, 2004 at Recorder's Series Number 2004-0405463, Contra Costa County records, described as follows:

**Waterline Easement**

Commencing at the northwest corner of said Parcel (2004-0405463) and the beginning of a curve, concave to the southeast, having a radius of 1068.00 feet and the center point of which bears south 25°13'25" east; thence, along the northwest line of said Parcel and along said curve through a central angle of 7°48'13" for an arc distance of 145.46 feet; thence continuing along said northwest line north 72°34'48" east for a distance of 81.68 feet to the Point of Beginning; thence continuing along said northwest line north 72°34'48" east for a distance of 65.80 feet; thence leaving said northwest line south 1°11'01" west for a distance of 18.62 feet; thence north 88°38'05" west for a distance of 14.89 feet; thence south 15°45'24" east for a distance of 9.66 feet; thence south 73°52'33" west for a distance of 23.81 feet; thence north 62°02'40" west for a distance of 30.87 feet to the Point of Beginning.

Containing 1,040 square feet (0.024 acres), more or less].

**Exhibit "B"**, a plat is 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.

Signature: 

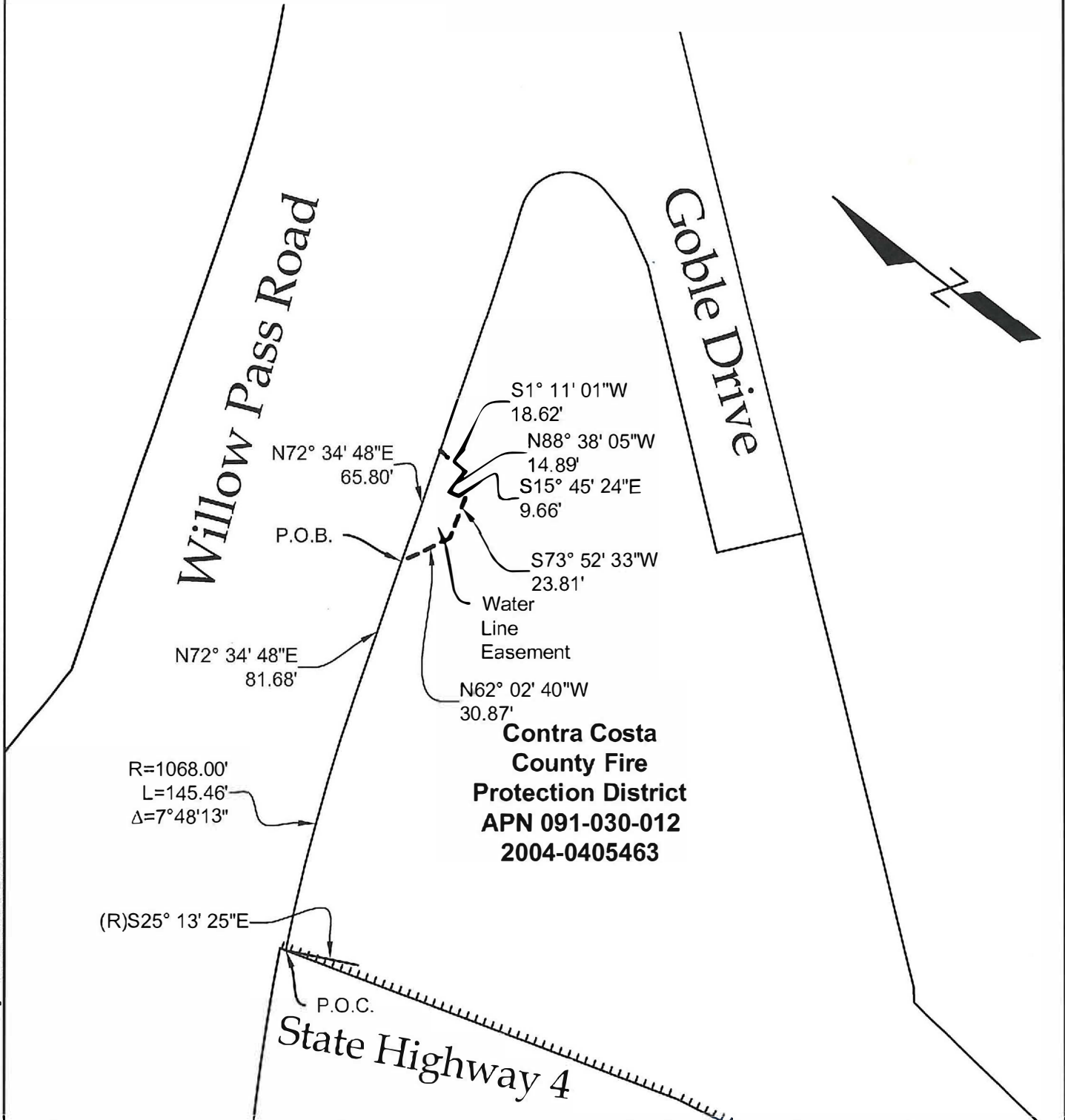
Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: 2/22/2021



# EXHIBIT "C"

PLAT TO ACCOMPANY EXHIBIT "C"



**Contra Costa  
County Fire  
Protection District**  
APN 091-030-012  
2004-0405463

## Waterline Easement



Contra Costa County  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553

Instr \_\_\_\_\_ Recorded \_\_\_\_\_  
Series # \_\_\_\_\_

SCALE: 1"=80'

DATE: 2/11/2021

DRAWN BY: BD

DRAWING NO. \_\_\_\_\_

CHECKED BY: JS

File Path: K:\surveys\Right of Way\Misc RW\433220\RW433220.003.dwg Plot Date: 2/11/2021 2:03:19 PM