

RECORDING REQUESTED BY  
AND RETURN TO:

City of La Quinta  
78-495 Calle Tampico  
La Quinta, CA 92253  
Attn: City Clerk

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(Space Above For Recorder's Use)  
Exempt recording fee pursuant to Govt. Code § 6103.

### **GRANT OF EASEMENT AND AGREEMENT**

THIS GRANT OF EASEMENT AND AGREEMENT (hereinafter referred to as the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as the "Grantor").

#### **RECITALS**

A. Grantor is the legal owner of a fee interest in certain real property located in the County of Riverside, State of California, commonly known as \_\_\_\_\_, La Quinta, California, which property is identified by Riverside County Assessor Parcel Number(s) \_\_\_\_\_ and more particularly described in Exhibit C attached hereto and incorporated herein by reference (hereinafter referred to as the "Property").

B. Grantor desires to grant to the City of La Quinta, a California municipal corporation and charter city (the "City"), a perpetual and irrevocable easement in, on, under and across a portion of the Property described in Exhibit A and depicted in Exhibit B (both of which are incorporated herein by this reference) for **right-of-way, public street, utility purposes and ancillary uses.**

#### **AGREEMENT**

NOW, THEREFORE, Grantor and City agree as follows:

1. **GRANT; DESCRIPTION OF EASEMENT AREA.** Grantor grants the City an easement for the purposes listed below on that portion of the Property described on Exhibit A and depicted in Exhibit B (the "Easement Area").

2. **PURPOSE.** The easement is for a perpetual and irrevocable easement in, on, under and across the Easement Area for **right-of-way, public street, utility purposes and ancillary uses.**

3. **DECLARATION OF RESTRICTIONS.** Grantor shall retain all normal rights and incidents of ownership of the underlying fee interest in the Property not inconsistent with this Agreement. Grantor shall not be bound to undertake any supervision or maintenance of the

Easement Area to provide for the public purposes hereunder. **[Previous sentence may not be applicable in all instances (i.e., where conditions of approval require owner maintenance).]** Grantor must relocate any utilities or other encumbrances located within the Easement Area at Grantor's sole cost and expense if requested by City for use of the Easement Area. Grantor shall be responsible for any hazardous materials or contaminants located in the Easement Area prior to the date of this Agreement.

4. DURATION; SUCCESSORS AND ASSIGNS; RUNS WITH THE LAND. This Agreement shall be binding upon the owner and the heirs, assigns or successors in interest to the Property described above in perpetuity and shall not expire. This Agreement and terms, conditions and restrictions shall run with the land and be binding on the heirs, assigns and successors of the Grantor in the manner provided for herein.

5. TAXES AND ASSESSMENTS. This Agreement, easement and restrictions shall be deemed to constitute a servitude upon and burden to the Property within the meaning of Section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

6. COUNTERPARTS. This Agreement may be executed in one or more counterparts, which, taken together, shall constitute one complete and enforceable agreement.

[Signatures Contained On Following Page]

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at La Quinta, California.

**“Grantor”**

\_\_\_\_\_,  
a California non-profit corporation

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

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

**“City”**

CITY OF LA QUINTA, a California municipal corporation and charter city

By: \_\_\_\_\_  
Mark Weiss,  
Interim City Manager

Attest:

\_\_\_\_\_  
Susan Maysels, Interim City Clerk

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
M. Katherine Jenson  
City Attorney

STATE OF CALIFORNIA            )  
                                                  ) ss.  
COUNTY OF                            )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, personally known to me (or 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.

Witness my hand and official seal.

Signature \_\_\_\_\_

STATE OF CALIFORNIA            )  
                                                  ) ss.  
COUNTY OF                            )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, personally known to me (or 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.

Witness my hand and official seal.

Signature \_\_\_\_\_

EXHIBIT A

(Legal Description of Easement Area Attached)

EXHIBIT B

(Depiction of Easement Area Attached)

EXHIBIT C

(Legal Description of Property Attached)

EXHIBIT D  
(Certificate of Acceptance)



CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by a Grant of Easement and Agreement dated \_\_\_\_\_, 20\_\_\_\_, from \_\_\_\_\_, a \_\_\_\_\_, to the CITY OF LA QUINTA, a California municipal corporation and charter city organized and existing under the California Constitution (“City”), is hereby accepted by the City by the signature of the undersigned agent on behalf of the City pursuant to the authority conferred upon him or her by Resolution No. \_\_\_\_\_, adopted by the City Council on \_\_\_\_\_, and that the City, as Grantee, by and through its said duly authorized agent, hereby consents to recordation thereof.

CITY OF LA QUNITA, a California municipal corporation and charter city

Date: \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_  
Mark Weiss, Interim City Manager  
City of La Quinta

I HEREBY ATTEST to the authenticity of the foregoing signature and to the adoption of said Resolution of his general authority to so act and certify that said authority as not been revoked by a subsequent Resolution or order of the City.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Susan Maysels, Interim City Clerk  
City of La Quinta, California