***[NOTE: This document is a template only. Campuses must coordinate with Capital Planning, Design & Construction (CPDC) and provide project-specific details for review and approval by CPDC and the Office of General Counsel.]***

|  |  |
| --- | --- |
| TLR No. XX-XXXXXX RECORDING REQUESTED BY  AND WHEN RECORDED MAIL TO:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

No recording fee pursuant to California Government Code sections 6103 and 27383.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Easement Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, the State of California acting in its higher education capacity, on behalf of *[name of campus]* (“Grantor”), and (“Grantee”).

RECITALS

A. Grantor is the owner of that certain real property commonly known as , located at *[street address]* in the *[City of ,]* County of (the “County”), State of California (the “Grantor Property”).

B. Grantor is the State of California acting in its higher education capacity, and is generally exempt from local and regional ordinances, regulations, policies, and rules, including, without limitation, zoning and land use regulations, when its development, construction, facilities, and uses are in furtherance of its governmental purpose, unless applicable law specifically says otherwise. California Education Code section 66606 vests Grantor with “full power and responsibility in the construction and development of any state university campus, and any buildings or other facilities or improvements connected with the California State University.”  California Education Code section 89031​ vests Grantor with the ability to establish rules and regulations for the governing and maintenance of the buildings and grounds of the California State University.

C. Grantee has requested that Grantor grant an easement (the “Easement”) in a portion of the Grantor Property, which easement area is more fully described in Exhibit A and depicted on Exhibit B (the “Easement Area”), for the purposes specified in this Easement Agreement.

D. Grantor is willing to grant the Easement in the Easement Area to Grantee, in accordance with and subject to the terms of this Easement Agreement.

AGREEMENT

NOW, THEREFORE, pursuant to California Education Code Section 89048, and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement *[over, under, on, and/or across][specify as applicable]* the Easement Area for so long as the Easement Area is used continuously and exclusively for the purpose(s) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[describe the specified use – e.g., installation, operation, and maintenance of aerial and/or underground communication facilities consisting of poles, anchors, guys, wires, cables, crossarms, conduits, manholes, handholes, ground markers, pedestals, terminal equipment cabinets, other associated electrical conductors, underground structures, and necessary fixtures and appurtenances; operation of a facility (e.g., a parking lot)]* and provided that *[describe any limitations on the use – e.g., minimum depth of utility conduits, prohibited uses, etc.]*. Grantee shall not use the Easement Area for any purpose that is not specifically allowed in this Easement Agreement, including any change or expansion of Grantee’s use of the Easement Area.
2. Consideration for Grant of Easement. As consideration for the grant of Easement provided for herein, Grantee agrees to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[describe Grantee payment, other obligations of Grantee, etc.]*.
3. Condition, Use, and Maintenance of Easement Area.
   1. As-Is Condition. Grantee has inspected the Easement Area and accepts it in its “As-Is” condition. Grantor makes no representations or warranties whatsoever under this Easement Agreement or otherwise with respect to the physical condition of the Easement Area or the suitability of the Easement Area for the uses permitted under this Easement Agreement. This Easement Agreement is subject to all existing contracts, leases, easements, encumbrances, and claims which may affect the Easement Area (whether or not of record) and nothing in this Easement Agreement shall be construed as a covenant against the existence of any such matters.
   2. Repair and Maintenance. Grantee shall repair and maintain the Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee’s use of the Easement Area, and shall keep the Easement Area and such improvements in a safe and well-maintained condition. The operation, repair and maintenance of the Easement Area and such improvements shall be at Grantee’s sole cost and expense.
   3. Construction of Improvements and Other Work; Required Permits. Grantee acknowledges that construction or alteration of any improvements and any other work to be performed within the Easement Area, other than routine maintenance and emergency repairs, is subject to the prior written approval of Grantor and its affiliates including, if applicable, the issuance by Grantor and/or its affiliates of any permits required in connection with such work. Prior to commencing any work in the Easement Area, other than emergency repairs, Grantee shall provide Grantor with no less than thirty (30) days’ prior written notice along with written evidence that Grantee has obtained from Grantor or its affiliates all permits and other approvals required in connection with such work. In performing any work hereunder, Grantee shall commence and diligently pursue the same to completion and shall maintain the portion of the Easement Area where such work is being performed in a safe, debris-free condition. In the event of emergency repairs, Grantee shall provide verbal and written notice to Grantor as timely as is reasonably possible. Grantee shall conduct all activities in the Easement Area in a safe, prudent, professional, and workmanlike manner.
   4. Compliance with Laws. Grantee shall comply at Grantee’s sole cost and expense, in its use of and activities within the Easement Area, with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and hereafter amended, including but not limited to all applicable regulatory, environmental and safety requirements, of any federal, state, county, city, local, or other governmental or quasi-governmental authority, entity or body (or any department, agency or other instrumentality thereof), exercising jurisdiction over the Easement Area, and to property and persons on the Easement Area, including those of Grantor that are applicable to the Easement Area.
   5. No Interference with Grantor’s Use. Grantee shall not *[materially]* interfere with the use by, and operation and activities of, Grantor on the Grantor Property, and Grantee shall use such routes and follow such procedures on Grantor’s property so as to result in the least damage and inconvenience to Grantor’s use and operation of and activities on the Grantor Property.
   6. No Hazardous Substances. Grantee shall not use, deposit, release, or permit the use, deposit, or release of any Hazardous Substances in the Easement Area or otherwise on the Grantor Property*[, except for de minimis amounts of such materials customarily used in connection with the specific permitted use of the Easement]*. For purposes of this Easement Agreement, “Hazardous Substances” means any material or substance (i) defined as a “hazardouswaste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control law); (ii) defined as a “hazardous substance” under Section 26316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a “hazardous material,” “hazardous substance” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95, “Hazardous Substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (iv) petroleum; (v) asbestos; (vi) polychlorinated biphenyls; (vii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Code, Division 1, Chapter 20; (viii) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 6903); (ix) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9602); (x) defined as a “hazardous waste” pursuant to the Resource Conservation and Recovery Act. 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6901); or (xi) designated as a “hazardous substance” pursuant to the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.).
   7. Damage to and Repair of Grantor Property. Grantee shall bear all costs to repair any damage to any improvements on the Grantor Property now existing or hereafter installed by Grantor, its successor owners, or any other parties having rights over the Grantor Property, to the extent such damage is caused by or attributable to (i) any construction, maintenance, repair or replacement and any other work in connection with this Easement Agreement, (ii) any other acts or omissions of Grantee or any of its contractors, agents, consultants, representatives, officers, employees, invitees, guests, or licensees (collectively, the “Grantee Parties”) or (iii) any exercise of the rights granted herein. Grantee shall promptly repair and restore, at its sole cost and expense, to its previously existing or better condition, any of Grantor’s property, including, but not limited to, roads, utilities, and fences, that may be altered, damaged or destroyed in connection with Grantee’s or any Grantee Parties’ exercise of the Easement or use of the Easement Area.
4. No Liens, Stop Payment Notices, or Other Encumbrances. Grantee shall not directly or indirectly create, or permit to be created or remain, and will discharge promptly (not to exceed 30 days from demand by Grantor), any lien (including, without limitation, mechanic’s liens), encumbrance, stop notice, or charge upon the Grantor Property, arising out of or in connection with Grantee’s or any Grantee Parties’ activities relating to the Easement, including any activities performed by a contractor or service provider authorized by Grantee to perform work pursuant to Grantee’s rights under the Easement.  Grantee acknowledges and agrees that Grantor Property is public property that may not be liened or sold at public auction.
5. Indemnity. Grantee shall indemnify, defend and hold the State of California, Grantor, and each of their respective trustees, auxiliaries, affiliates, officers, directors, employees, lessees, agents, invitees, and volunteers (collectively, the “Indemnified Parties”) harmless from and against any and all losses, liabilities, damages, claims, demands, obligations, causes of action, proceedings, awards, fines, judgments, penalties, or costs and expenses (including attorneys' fees and costs, court costs, and other costs and fees of litigation as allowed by law) incurred or suffered by the Indemnified Parties (collectively, “Indemnified Claims”) caused or claimed to be by, on account of, or arising directly or indirectly from or out of (a) the exercise of the Easement or use or occupancy of the Easement Area by Grantee or any Grantee Parties, however occurring, (b) any breach by Grantee or any Grantee Parties of any of the terms, conditions or provisions in this Easement Agreement, (c) any acts, errors, omissions, negligence, and/or willful misconduct of Grantee or any Grantee Parties with respect to the Easement, (d) the injury or death of any person, or injury to property, of any kind wherever located and by whomever owned (including without limitation the Grantor Property and any other property owned by an Indemnified Party), which injury or death arises out of or is attributable to the exercise of the Easement or use or occupancy of the Easement Area by Grantee or any of the Grantee Parties, and/or (e) any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances on, in, over, or under the Easement Area or the Grantor Property by Grantee or any Grantee Parties in connection with the use of the Easement. The foregoing indemnification shall not apply to the extent that any such Indemnified Claims are solely and directly caused by the gross negligence or willful misconduct of any Indemnified Party.
   * 1. Indemnification Procedures. Grantee shall be entitled to defend any Indemnified Claim through counsel of Grantee’s choice, which counsel shall be subject to Grantor’s prior written approval in its reasonable discretion. Notwithstanding the foregoing, (i) if Grantee shall fail to promptly take all reasonable and appropriate action to defend any Indemnified Claim, then Grantor shall, within a reasonable time following notice from Grantor to Grantee alleging such failure, have the right promptly to retain counsel of Grantor’s choice to carry out such defense, at Grantee’s cost and expense, (ii) in all cases Grantor shall be entitled to participate in the defense of any Indemnified Claim, and (iii) Grantee shall at all times during such defense consult with Grantor and keep Grantor fully informed of all material matters, and allow Grantor to provide input on any strategic litigation decisions and/or positions. Grantor shall have the sole and exclusive right to determine whether to appeal any judgment of any Indemnified Claim (an “Appellate Action”), and may, at any time with notice to Grantee, assume control of any Appellate Action with litigation counsel of Grantor’s choice, in its sole discretion. Grantor shall determine, in its sole discretion, whether to settle or compromise any Indemnified Claim. Under no circumstances shall Grantor or Grantee be required hereunder to disclose to one another in connection with an Indemnified Claim any information or materials in connection with an Indemnified Claim to the extent that the applicable party is precluded from disclosing the same due to confidentiality restrictions binding upon it or such information or materials are protected by such party’s attorney-client privilege and, with respect to Grantor, not otherwise subject to disclosure by Grantor under applicable law.
6. Assumption of Risks; Waiver of Liability. Grantee agrees to assume all risk of loss by fire, flood, earthquake, theft, accident, or casualty of any kind, which may affect the Easement Area, any improvements constructed or installed thereon by Grantee, Grantee’s use of the Easement, or exercise of the rights granted herein. Grantee waives all claims against Grantor and each of the Indemnified Parties for loss or damage caused by, arising out of, or in any way connected with Grantee’s use of the Easement or the exercise of the rights granted herein.
7. *[TO BE REVIEWED BY INSURANCE/RISK MANAGEMENT]* Insurance. During the term of this Easement Agreement, Grantee shall, at its sole cost and expense, insure its activities in connection with this Easement Agreement and obtain, keep in force and maintain insurance as follows:

(a) Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

Each Occurrence $\_\_\_\_\_\_\_\_

Products/Completed Operations Aggregate $\_\_\_\_\_\_\_\_

Personal and Advertising Injury $\_\_\_\_\_\_\_\_

General Aggregate $\_\_\_\_\_\_\_\_

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Easement Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the date of this Easement Agreement.

(b) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_\_\_) per occurrence.

(c) Property, Fire and Extended Coverage Insurance in an amount sufficient to reimburse Grantee for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on the Easement Area including improvements hereinafter constructed or installed.

1. Workers’ Compensation as required by California law.

The coverages referred to under (a) and (b) of this section shall name Grantor as an additional insured on a primary, non-contributing basis. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best’s rating of A-VII or better, or shall be a carrier otherwise reasonably acceptable to Grantor. Prior to first using the Easement Area, Grantee shall provide Grantor with certificates evidencing compliance with the insurance requirements of this Easement Agreement. Certificates shall provide for thirty (30) days (ten (10) days for non-payment of premium) advance written notice to Grantor of any material modification, change or cancellation of any of the above insurance coverages. During the term of this Easement Agreement, Grantee shall supplement or replace such insurance, or provide other insurance, in such amounts as Grantor may reasonably require from time to time. The coverages required herein shall not limit the liability of Grantee.

1. Temporary Limitation on Access Rights. Upon providing reasonable prior written notice to the other party (and, in the case of Grantee, after obtaining any required approvals from Grantor), Grantee and Grantor shall each have the right to temporarily close or restrict access to the Easement Area as may be reasonably necessary in connection with the performance of any construction, maintenance, repair and replacement of improvements within the Easement Area or the Grantor Property that may affect access to the Easement Area.
2. Grantor’s Reservation of Rights. Grantor reserves the right to use the Easement Area, including the surface and subsurface areas within the Easement Area, and all other portions of the Grantor Property and any improvements thereon, at any and all times for purposes that do not materially interfere with Grantee’s permitted use of the Easement Area. Grantor reserves the right to grant easements, licenses and other privileges to any person or entity over, under, upon and with respect to any portion or all of the Easement Area and other portions of the Grantor Property, so long as such uses and/or improvements do not materially interfere (except for such temporary interference as is expressly permitted under this Easement Agreement) with Grantee’s permitted use of the Easement Area.
3. Grantor’s Right to Relocate. Grantor may relocate the Easement Area if, in the opinion of Grantor, it unreasonably interferes with the present or future use by Grantor of the Grantor Property*. [The first such relocation shall be at Grantee’s sole cost and expense with any subsequent relocation at Grantor’s expense; provided, however, that]* Grantor shall provide to Grantee a substitute Easement Area reasonably suited to Grantee’s needs, on the same terms and conditions provided herein*[, at* *no cost to Grantee].* Within *[180 days]* after Grantor’s written notice and demand for removal and relocation of any improvements located in the Easement Area, Grantee shall remove and relocate the improvements to the identified substitute Easement Area, and Grantee thereupon shall reconvey to Grantor the Easement herein granted. ***[NOTE: On a case-by-case basis, the first relocation will be at Grantee’s expense for a Grantee-requested project, or at Grantor’s expense for a Grantor-requested project.]***
4. Taxes. Grantee alone shall pay all taxes, charges or use fee(s) levied by any governmental agency against Grantee’s interest in the Easement Area, or against any of the Grantor Property solely as a result of the Easement herein granted.
5. Default; Grantor’s Right to Self Help. If Grantee fails to comply with this Easement Agreement or perform any of its obligations herein, Grantor shall give Grantee written notice setting forth such failure in reasonable detail, and Grantee must, within fifteen (15) business days after receiving such notice, comply with this Easement Agreement perform the obligation or duty required. Grantee’s failure to comply with this Easement Agreement or fulfill its obligation or duty within such fifteen (15) business day period shall constitute a default by Grantee under this Easement Agreement; provided, however, if the failure is of a nature that it cannot reasonably be cured within such fifteen (15) business day period and Grantee commences to cure within such period and diligently prosecutes such cure to completion within forty-five (45) days, then such default shall be deemed cured. If a Grantee default occurs, Grantor shall have all rights available both at law and in equity, and through its authorized agent or agents, shall also have the right to self-perform such obligation or duty, and Grantee shall be liable for the costs of such work and shall promptly reimburse Grantor for such cost. Any reimbursement not made within thirty (30) days after notice thereof from the Grantor is received by Grantee, shall bear, and Grantee shall be obligated to pay, interest at the annual interest rate of ten percent (10%) per annum on the amount of the reimbursement from the due date thereof, together with all actual, documented costs and expenses of collection, including reasonable attorney’s fees and court costs.
6. Modification, Amendment and Termination. Except as provided herein, this Easement Agreement may be amended, modified, terminated or cancelled, in whole or in part, only by agreement of Grantee and Grantor. No such amendment, modification, termination or cancellation shall be effective unless a written instrument setting forth its terms has been executed, acknowledged and recorded by the parties in the official records of the County. Notwithstanding the foregoing, Grantor shall be entitled to terminate this Easement Agreement without Grantee’s consent if (a) Grantee is in default under this Easement Agreement following the notice and cure period specific above, or (b) Grantee fails to use or ceases using the Easement Area for the purposes allowed hereunder for a continuous period of twelve (12) months. Upon any termination of this Easement Agreement, the Easement and any and all interest in the Easement Area granted by the Easement Agreement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. Notwithstanding the foregoing, upon any termination of this Easement Agreement, upon Grantor’s request, Grantee shall, at Grantee’s sole cost and expense, promptly execute a quitclaim deed and such other instruments as Grantor shall require evidencing such termination. On demand by Grantor, upon any termination of this Easement Agreement, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Easement Area and restore the premises as nearly as possible to the same condition they were in prior to the execution of this Easement Agreement. At the option of Grantor, if any such improvements are not removed and the premises are not restored, Grantor may either remove the improvements and restore the premises and charge Grantee for the reasonable costs of such removal and restoration, or all such improvements shall become the property of Grantor at no cost to Grantor. Grantee’s obligations under Sections 3(g), 4, and 5 hereof shall survive any termination of this Easement Agreement.
7. Notices. Any notice, request, demand, instruction or other communication to be given by either party under this Easement Agreement must be in writing and sent by e-mail and by registered or certified mail or nationally recognized overnight courier as follows:

|  |  |
| --- | --- |
| Grantor | The Board of Trustees of the California State University 401 Golden Shore, 4th Floor Long Beach, CA 90802-4210  Attn: Assistant Vice Chancellor, Capital Planning, Design & Construction Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| with copies to: | The California State University  Office of General Counsel  401 Golden Shore  Long Beach, CA 90802-4210  Attn: University Counsel, [*campus name*]  *[add campus notice information]* |
| Grantee: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Notice is deemed to be given upon receipt or refusal of delivery by the applicable addressee. The addresses and addressees for the purposes of this Section may be changed by giving written notice of such change in a manner provided herein for giving notice. However, until such written notice is actually received, the last address and addressee for such addressee continues in effect for all purposes hereunder.

1. Not a Public Dedication. Nothing herein shall be deemed a dedication of the Easement Area or any portion of the Grantor Property to or for the benefit of the general public whatsoever, it being the intention of the parties hereto that the Easement shall be strictly limited to and for the purposes herein expressed.
2. No Assignment by Grantee. Grantee shall not voluntarily or by operation of law assign, transfer, license, or otherwise transfer all or any part of its rights, duties, or interests in this Easement Agreement without Grantor’s prior written consent, which may be granted or withheld in Grantor’s sole discretion. Any attempt to make an assignment in violation of this provision shall be null and void.
3. Miscellaneous.
   1. This Easement Agreement shall be construed in accordance with the laws of the State of California.
   2. This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
   3. This Easement Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns, except as restricted by this Easement Agreement.
   4. This Easement Agreement contains the entire understanding of the parties and supersedes any and all other written or oral understanding with respect to the subject matter hereof.
   5. The headings and captions of the paragraphs of this Easement Agreement are for convenience and reference only and in no way define, describe or limit the scope or intent of this Easement Agreement or any of the provisions hereof.
   6. If any provision of this Easement Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provision of this Easement Agreement.
   7. The failure of either party hereto to exercise any right, power or remedy provided under this Easement Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by the other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.
   8. The parties hereto agree that the rule of contract construction that ambiguities are to be construed against the drafter shall not apply to this Easement Agreement and that this Easement Agreement shall be interpreted as though prepared by both parties.
   9. There are no third-party beneficiaries to this Easement Agreement.
   10. *[Grantee shall provide Grantor with a copy of the recorded version of this Easement Agreement.]****[NOTE TO TEMPLATE: Include if recorded document will be sent to Grantee.]***

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be duly executed as of the date first written above.

|  |  |
| --- | --- |
| GRANTOR: | THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY  By:  Name:  Title: |
| GRANTEE: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  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 | ) |  |
| County of | ) |  |

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a 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 |  |  |

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a 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 |  |  |

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

*[to be added or attached]*

EXHIBIT B

DEPICTION OF EASEMENT AREA

*[to be added or attached]*