

No Recording Fees Required Per Government Code  
Section 27383

No Documentary Transfer Tax (R&T Code 11911)

MAIL TAX STATEMENT

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Modesto Irrigation District  
P.O. Box 4060  
Modesto, California 95352

APN: 077-009-060

Space Above This Line for Recorder's Use

**GRANT OF EASEMENT**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, SYLVAN UNION SCHOOL DISTRICT, a CALIFORNIA PUBLIC SCHOOL DISTRICT ("GRANTOR") hereby grant(s) to MODESTO IRRIGATION DISTRICT, an irrigation district organized and existing under the Constitution and laws of the State of California, its successors and assigns, hereinafter referred to as "DISTRICT", a permanent non-exclusive easement and right-of-way for irrigation facilities and appurtenances. And said GRANTOR does hereby grant to DISTRICT and its agents, assigns and contractors the right to construct, operate, inspect, maintain, replace and relocate a pipeline and/or ditch in said right-of-way perpetual, together with the right to ingress thereto and egress therefrom over GRANTOR's adjoining property with persons, materials and equipment as may be necessary for such construction, operation, inspection, maintenance, replacement and relocation. DISTRICT shall have the right to place tools, equipment, implements and materials within the easement area as necessary to exercise the rights conveyed hereunder.

GRANTOR shall keep such easement and right-of-way clear from buildings, structures, explosives, trees, shrubs, and other materials or growths, whether permanent or temporary, and any other obstruction interfering with the use of said easement and right-of-way by DISTRICT. DISTRICT shall have the right to remove buildings, structures, trees, bushes, soil, undergrowth, flowers, and any other obstruction the DISTRICT deems are interfering with the use of said easement and right-of-way or as DISTRICT deems necessary to comply with applicable local, state or federal laws and regulations.

Said easement and right-of-way shall consist of all that certain real property situated in the County of Stanislaus, State of California, as described in Exhibit "A" and illustrated in Exhibit "B" attached hereto.

The right from time to time to construct, operate, inspect, maintain, replace and relocate on and in said easement and right-of-way such additional underground and aboveground facilities may be necessary or convenient in connection with the construction, operation, inspection, maintenance, relocation and replacement of said irrigation facilities and appurtenances.

The right of replacement of said irrigation facilities and appurtenances herein granted shall include the right to reasonably increase or decrease the size, number or capacity of the above described facility(s) or equipment; however, in no event shall any increase to the size, number or capacity of the above described facility(s) or equipment extend beyond the easement area, as described in Exhibit "A" and illustrated in Exhibit "B" attached hereto.

GRANTOR shall retain all normal rights and incidents of ownership of the underlying fee interest in the Property. GRANTOR reserves the right to use the Easement and Property for purposes that will not interfere with DISTRICT's full enjoyment of the rights granted under this Grant of Easement.

DISTRICT's Obligations. DISTRICT agrees to the following:

1. Maintenance. DISTRICT, at no expense to GRANTOR, shall be responsible for all maintenance and repair to and within the Easement with respect to the irrigation facilities and appurtenances. Any relocation of

the irrigation facilities and appurtenances shall be at DISTRICT's sole cost and expense if necessary for use of the Easement for DISTRICT's purposes under this Grant of Easement.

2. Approvals. DISTRICT, at no expense to GRANTOR, shall obtain from all agencies or authorities with jurisdiction any and all required approvals, permits, inspections, or similar items which may be required for any and all activities DISTRICT conducts on and within the Easement with respect to the irrigation facilities and appurtenances.

3. Compliance with Laws. DISTRICT, in performing any work within the Easement, including use, upkeep, and maintenance, shall conform to all pertinent laws, ordinances, rules and regulations.

4. Liability. DISTRICT shall be liable for any damages caused by DISTRICT arising from DISTRICT's use of the Easement or as provided for under California law.

5. Transfer; Assignment. DISTRICT shall not sell, sublet, convey, assign, or transfer the grant of this Easement or any interest or portion of the Easement without the prior written consent of the GRANTOR. DISTRICT shall not assign its rights, duties, or privileges under this easement deed, and DISTRICT shall not attempt to confer any of its rights, duties, or privileges under this Deed on any third party. Any presumptive transfer violating this provision is void.

6. Damage to Premises. DISTRICT shall protect and preserve the Easement and any adjoining property of GRANTOR from all damage or accident arising from DISTRICT's use of the Easement. GRANTOR shall have no responsibility for the protection, maintenance, damage to, or removal of the irrigation facilities and appurtenances and other improvements to the Easement, appurtenances or improvements, caused by or resulting from GRANTOR's use its property or work or operation thereon caused by the use of the Easement.

In the event DISTRICT abandons the irrigation facilities and appurtenances or fails to use the Easement for the purpose for which it is granted, then all rights of DISTRICT in and under this Deed shall thereupon cease and terminate and shall immediately revert to and vest in the GRANTOR or its successors. Upon any such termination of DISTRICT's rights, DISTRICT shall execute any quitclaim deeds required by the GRANTOR. Upon termination or abandonment, if DISTRICT fails to reconvey the Easement to the GRANTOR, DISTRICT hereby authorizes and delegates to GRANTOR's Superintendent a power of attorney to act, after thirty (30) days written notice to DISTRICT, as an agent for DISTRICT for the limited purpose of executing a quitclaim deed to reconvey the Easement from DISTRICT back to the GRANTOR. DISTRICT shall pay all expenses, fees, and costs incurred by GRANTOR to terminate or reconvey the Easement.

The provisions of this Grant of Easement are intended to and will run with the land, and, until their expiration or termination, will bind, be a charge upon and inure to the benefit of GRANTOR and DISTRICT, their respective successors and assigns. This Grant of Easement shall not be terminated or extinguished unless a written consent to such termination, or a quitclaim, is requested by GRANTOR and agreed to by DISTRICT. The document memorializing the extinguishment of the easement will be effective upon recordation with the County recorder's office by the GRANTOR.

EXECUTED: \_\_\_\_\_, 20\_\_

GRANTOR: SYLVAN UNION SCHOOL DISTRICT, a  
CALIFORNIA PUBLIC SCHOOL DISTRICT

\_\_\_\_\_  
By: Debra Hendricks, Superintendent

# California All-Purpose Certificate of Acknowledgment

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 STANISLAUS )

On \_\_\_\_\_, 2018, 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 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 of Notary Public

## **EXHIBIT A**

### **EXHIBIT "A" EASEMENT DEED LEGAL DESCRIPTION**

All that certain real property situate in the City of Modesto, County of Stanislaus, State of California, lying within the Southeast quarter of the Southwest quarter of Section 11, Township 3 South, Range 9 East, Mount Diablo Meridian, described as follows:

#### **EASEMENT NO. 1:**

ALL that certain parcel of land conveyed to Sylvan Union School District by Grant Deed filed in the Office of the Recorder of the County of Stanislaus on June 30, 2017 as document number 2017-0047541 of Official Records, being more particularly described as follows:

**BEGINNING** at the Southeast corner of said Sylvan Union School District parcel of land, said corner lying North 00°30'18" West, a distance of 587.06 feet from the South quarter corner of said Section 11 and also being a point on the West line of that certain parcel of land conveyed to the Sylvan Union School District by Quitclaim Deed filed in the Office of the Recorder of the County of Stanislaus on February 27, 1991 as document number 014584 of Official Records; thence North 89°41'23" West along the south line of said Sylvan Union School District parcel of land, a distance of 10.00 feet; thence North 00°30'18" West along a line which lies 10.00 feet west of and parallel with the east line of said Sylvan Union School District parcel of land, a distance of 200.93 feet to the northwest corner thereof; thence South 89°41'38" East along the north line said Sylvan Union School District parcel of land, a distance of 10.00 feet to the Northeast corner thereof and also being the northwest corner of said Sylvan Union School District parcel of land described in the above referred to Quitclaim deed; thence South 00°30'18" East along the common line dividing said Sylvan Union School District parcels of land, a distance of 200.93 feet to the point of beginning.

CONTAINING 2,009 square feet more or less

#### **EASEMENT NO. 2:**

ALL that portion of that certain parcel of land conveyed to Sylvan Union School District by Quitclaim Deed filed in the Office of the Recorder of the County of Stanislaus on February 27, 1991 as document number 014584 of Official Records, being more particularly described as follows:


**BEGINNING** at the Northwest corner of said Sylvan Union School District parcel of land, said corner also being the Northwest corner of Parcel 2 as shown on that map filed in the Office of the Recorder of the County of Stanislaus on May 10, 1983 in Book 34 of Parcel Maps at Page 4; thence South 89°41'38" East along the north line of said Sylvan Union School District parcel of land, a distance of 20.00 feet; thence South 00°30'18" East along a line which lies 20.00 feet east of and parallel with the west line of said Sylvan Union School District parcel of land, a distance of 200.93 feet to a point on the easterly extension of the south line of above referred

to Sylvan Union School District parcel of land conveyed by Grant Deed document number 2017-0047541; thence North 89°41'23" West along last said easterly extension, a distance of 20.00 feet to the Southeast corner of last said Sylvan Union School District parcel of land and being a point on the west line of said Sylvan Union School District parcel of land conveyed by the herein above described Quitclaim Deed; thence North 00°30'18" West along the common line dividing said Sylvan Union School District parcels of land, a distance of 200.93 feet to the point of beginning.

CONTAINING 4,019 square feet more or less

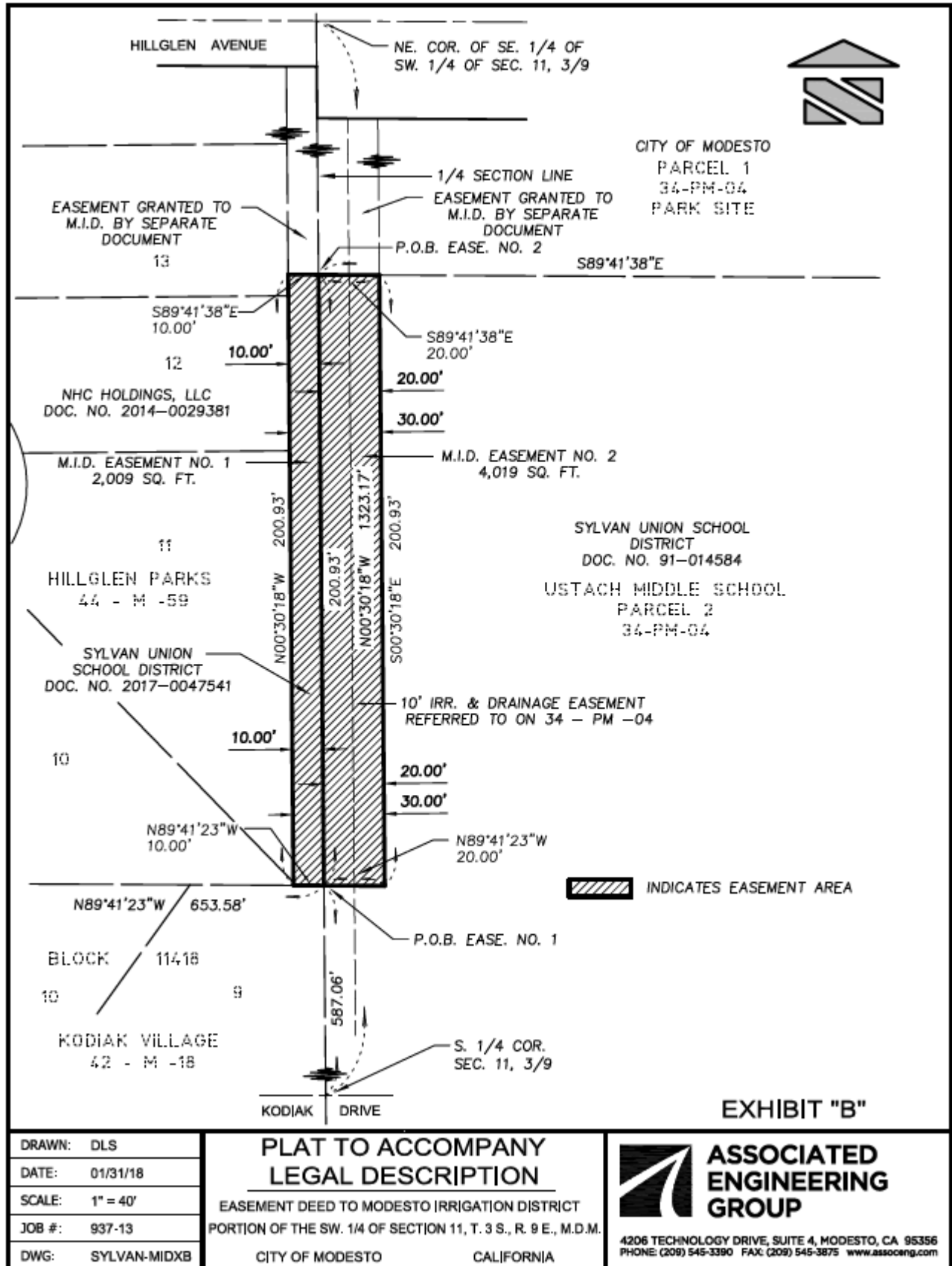
EASEMENT PARCELS herein above described are subject to all easements and/or rights of way of record



  
Dave Skidmore, PLS 7126  
January 31, 2018

## EXHIBIT B

Depiction of Easement Area



**CERTIFICATE OF ACCEPTANCE**  
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the Modesto Irrigation District by that certain Grant of Easement for irrigation facilities and related appurtenances dated \_\_\_\_\_, 2018, executed by the Sylvan Union School District, a California public school district, is hereby accepted by the undersigned on behalf of the Modesto Irrigation District pursuant to authority conferred by Board of Directors Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2018, and the Modesto Irrigation District consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2018

MODESTO IRRIGATION DISTRICT,  
an irrigation district organized and existing under the Constitution and laws  
of the State of California,

By: \_\_\_\_\_  
Scott Furgerson, General Manager