

EASEMENT AGREEMENT

THIS AGREEMENT AND GRANT OF EASEMENT is made by and between

hereinafter called "the Grantor", and CONTRA COSTA WATER DISTRICT, a local governmental agency of the State of California, hereinafter called "the District".

1. For valuable consideration, the Grantor hereby grants to the District and the District hereby accepts from the Grantor, a perpetual easement in the real property in the County of Contra Costa, State of California, described on Exhibit A and delineated on Exhibit B attached.

2. The purpose of this easement is to install, operate, maintain, repair and replace water utility materials and equipment, including, without limitation; pipes, valves, meters, meter boxes, fire hydrants, protecting posts, rectifiers, power line poles and guys, air releases, blow-offs, backflow prevention devices and appurtenances.

3. All pipes except risers to meters, fire hydrants or appurtenances shall be installed at least 18 inches below the surface of the ground.

4. The District will backfill all excavations and restore the ground to a condition equal to the condition existing prior to the excavation.

5. The Grantor will not permit any structure to be placed on the easement or the access thereto which will prevent vehicles and equipment from operating anywhere within the easement.

IN WITNESS WHEREOF, the Grantor and the District executed this agreement and grant of easement on

Date

Print Name of Company, Corporation, Individual

"Grantor"

Print or Type Name

"Grantor"

Print or Type Name

CONTRA COSTA WATER DISTRICT

By _____
"District"
Stephen J. Welch, Assistant General Manager

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing instrument to Contra Costa Water District, a local governmental agency, is hereby accepted by the undersigned officer on behalf of the Board of Directors of the District pursuant to authority conferred by the Board's Resolution No. 93-29 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ By _____
Stephen J. Welch, Assistant General Manager