

RECORDING REQUESTED BY:

Scotia Community Services District
PO BOX 245
Scotia, CA 95565

WHEN RECORDED MAIL TO:

Scotia Community Services District
PO BOX 245
Scotia, CA 95565

This conveyance is exempt from the document transfer tax
as Government Agency RNT Section 11922.

[Space above this line for Recorder's Use Only]

EASEMENT GRANT DEED

(Utility Corridor)

Great Redwood Trail Agency, a political subdivision of the State of California ("Grantor"), grants to Scotia Community Services District, a California Community Services District formed pursuant to California Government Code §§ 61000, et seq. ("Grantee"), a non-exclusive easement across a portion of Grantor's real property described herein for the purpose(s) of maintaining, routing, installation, use, service, repair, replacement and operation of subsurface linear utility infrastructure consisting of water and wastewater service lines, storm drainage lines and incidental electrical utilities and all rights corresponding or incidental thereto as described in **Exhibit A**, which is attached hereto and incorporated by reference (the "Utility Easement"), and also grants a right of ingress and egress for the purposes of exercising rights and obligations of Grantee hereunder.

For purposes of illustration only, attached hereto as **Exhibit B** is a "Utility Easement Plat" which depicts the linear course of the centerline of the Utility Easement.

Grantee's use of the subterranean Utility Easement shall not interfere with or obstruct overland use of Grantor's real property (except for any temporary impacts incidental to conducting repairs or replacement of buried utilities as needed).

Grantor shall have no duty or responsibility whatsoever for the cost of any replacement, repair or maintenance of Grantor's real property or any of the improvements made thereto, either by Grantor or by Grantee.

Terms and Conditions of Grant of Utility Easement:

1. Duties of Grantee to Maintain Improvements.

Grantee and its successors-in-interest shall repair and maintain any improvements placed by Grantee pursuant to this Easement Grant Deed in safe condition at Grantee's sole cost and expense, and shall keep Grantor's real property free from any liens arising out of any work performed, material furnished, or obligations incurred by or for Grantee.

2. Notice and Duty of Care Regarding Construction and Maintenance. Prior to Grantee commencing any construction or maintenance activities allowed or required hereunder, Grantee shall provide fourteen (14) days advance written notice to Grantor, except that in the event of an emergency that requires said improvements to be immediately repaired, Grantee may proceed with such repairs by providing prior telephone notice to Grantor, and written notice as soon thereafter as possible.

Grantee shall use, and shall cause its agents to use, due care at all times to avoid any damage or harm to Grantor's property. Grantee shall perform all work in accordance with applicable codes and industry standards

3. Damage to Property. Grantee shall promptly repair, at its sole cost, any damage to the easement area or adjacent Grantor land, including any improvements, personal property, fixtures or facilities that are damaged by Grantee or its contractors, agents, or employees. If Grantee fails to perform such repairs within a reasonable period of time designated in writing by Grantor, Grantor may, but shall not be obligated to, perform the repairs, in which event Grantee shall reimburse the Grantor for the cost of repairs plus an additional amount equal to ten percent (10%) thereof for administrative overhead, within 30 days after receipt of invoice. The demand for payment by Grantor shall be prima facie evidence that the expense incurred was necessary and reasonable and that such expense was incurred by Grantor on behalf of Grantee.

4. Non-Liability; Indemnity. Grantor, and its officers, agents, and employees, shall not be liable to Grantee or any third party for any injury, loss, or damage arising out of or in connection with the use, by or through Grantee, of the easement granted herein, except to the extent that such injury, loss, or damage is caused by the negligence or the willful misconduct of Grantor or its agents. Grantee agrees to defend, indemnify, hold harmless, and release Grantor, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses (including attorneys fees and court costs) that may be asserted by any person or entity, including Grantor, arising out of or relating to Grantee's use of the easement, except to the extent such injury, loss or damage is caused by the negligence or the willful misconduct of Grantor or its agents.

5. Relocation of Easement and Grantee's Improvements. Grantor reserves the right, at Grantor's expense, to change the location of Grantee's easement or relocate Grantee's improvements or both, upon a finding by Grantor that such relocation is necessary to prevent Grantee's easement or improvements from interfering with Grantor's present or future improvements to or uses of Grantor's property.

6. Applicable Law; Reasonable Care. Grantee, at its sole expense, shall comply with all applicable laws, statutes, ordinances, rules, regulations, orders and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force ("Applicable

Law”) with respect to Grantee’s activities pursuant to the Utility Easement. Grantee shall conduct, or shall cause its agents to conduct, all activities in the easement area in a safe and reasonable manner. Grantee is responsible for obtaining all required permits for installation, repair or maintenance of the improvements authorized hereunder.

Grantor: Great Redwood Trail Agency, a political subdivision of the State of California

By: _____

Name: _____

Its: _____

Grantee: Scotia Community Services District, a California Community Services District

By: _____

Name: _____

Its: _____

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 HUMBOLDT)

On _____, 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.

Signature _____

(Seal)