

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Santa Monica
1437 4th Street, Suite 300
Santa Monica, CA 90401

**NO RECORDING FEE REQUIRED:
GOVERNMENT CODE SECTION 27383**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

County of Los Angeles
Assessor's Parcel Numbers: 4244-002-901.

RECITALS

WHEREAS, the State of California (Department of Water Resources) and the Los Angeles County Flood Control District ("LACFCD") previously entered into that certain Grant Agreement No. 4600009706 dated April 3, 2013 (the "Grant Agreement") for purposes of providing a grant to the LACFCD from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to assist in financing projects associated with the Greater Los Angeles County Integrated Regional Water Management (IRWM) Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC); and

WHEREAS, pursuant to the Grant Agreement, LACFCD agreed to implement 13 projects, including, but not limited to, the Penmar Water Quality Improvement and Runoff Reuse Project (the "Penmar Project"), located within the City of Los Angeles ("Los Angeles"), for purposes of treating urban runoff diverted from the 16th Street subwatershed, and the 16th Street Watershed Runoff Use Project (the "16th Street Project") for purposes of conveying treated urban runoff from the Penmar Project for irrigation of Marine Park, located within the City of Santa Monica ("Santa Monica"); and

WHEREAS, pursuant to the terms of the Grant Agreement, Santa Monica and Los Angeles entered into a Memorandum of Understanding for purposes of integrating the design and construction of the Penmar and 16th Street Projects (the "MOU"); and

WHEREAS, pursuant to the terms of the MOU, Los Angeles desires to grant an easement to Santa Monica for purposes of installing, using, constructing, operating, maintaining, repairing and replacing a water pipeline for purposes of conveying treated urban runoff from the Penmar Project for irrigation of Marine Park.

NOW, THEREFORE, FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned CITY OF LOS ANGELES ("GRANTOR") does hereby GRANT to the CITY OF SANTA MONICA ("GRANTEE"), a permanent and perpetual easement for the purpose of installing, using, constructing, operating, maintaining, repairing and replacing a subterranean treated urban runoff pipeline in that certain real property in the City of Los Angeles, County of Los Angeles, State of California, described in the legal description and plat (shown graphically) attached hereto as Exhibit "1" and incorporated herein by reference (the "Easement").

This Grant of Easement ("Agreement") is subject to the following terms and conditions:

1. Grantee will restore the ground disturbed by Grantee's use of the Easement and will construct and maintain soil conservation devices on the Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder.
2. Grantee agrees that after it has exercised any of its rights to use the Easement in any manner that disturbs the surface of the Easement, it shall restore and leave the surface of the Easement to the condition in which it was in prior to immediately preceding such use and will restore any and all improvements or structures on the Easement as nearly as possible to as good condition as they were prior to the use of the Easement and the completion of the work for which said use was made.
3. Grantee shall use the Easement only in accordance with specifications provided to Grantor prior to such use and only upon written approval of such specifications by the Grantor as contemplated under the MOU. Further, except in case of urgent need to protect public health, safety or welfare, any restoration, modification or alteration of any surface or any other part of the Easement shall be made by Grantee only upon express prior written approval of Grantor.
4. Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for all losses, costs, or expenses that may be imposed upon such other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Both City of Los Angeles and the City of Santa Monica certifies that it has adequate commercial insurance or self-insured retention of funds to meet any obligation arising from this Agreement. The provisions of this paragraph survive expiration or termination of this Agreement.

Dated: _____

“GRANTOR”
CITY OF LOS ANGELES

By: _____

ATTEST:

“GRANTEE”
CITY OF SANTA MONICA
a municipal corporation

DENISE ANDERSON-WARREN
City Clerk

By: _____
RICK COLE
City Manager

APPROVED AS TO FORM:

LANE DILG
City Attorney

EXHIBIT "1"

Legal Description and Plat of 10' Utility Easement