

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

ENVIRONMENTAL MANAGEMENT DEPT.  
1195 THIRD ST., RM. 101  
NAPA, CA 94559

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Agreement for Grant of Easement and Water Rights**

THIS agreement to grant an easement and accompanying water rights is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between (“Grantor”), and the COUNTY OF NAPA (“County”).

**Recitals**

A. Grantor is the owner of real property (hereinafter referred to as "System Parcel as shown on Exhibit A attached hereto") in the County of Napa, State of California, which is described as Assessor's Parcel \_\_\_\_\_ on the Napa County Assessor's Maps in effect on \_\_\_\_\_, 20\_\_\_\_.

B. An individual water supply system including an existing well and related water pipelines (hereinafter collectively referred to as the “Water System”) is located on the System Parcel.

C. Grantor is also the owner of that real property in the County of Napa, State of California, (hereinafter referred to as "Served Parcel"), which is described as Assessor's Parcel \_\_\_\_\_ on the Napa County Assessor's Maps in effect on \_\_\_\_\_, 20\_\_\_\_;

D. An approved water supply system within the meaning of Chapter 13.04 of the Napa County Code is not currently located on the Served Parcel.

E. A \_\_\_\_\_ is located on the Served Parcel and is currently served by the Water System.

F. The County requires recorded assurance that the Served Parcel will have continued legal access to the Water System if and when either the System Parcel or the Served Parcel is sold to a third party (“Third Party”) so that the parcels are no longer in common ownership, so long as none of the termination events listed below have occurred prior to such sale.

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged the parties hereto agree as follows:

1. Intent to Create Easement and Water Rights Upon Transfer of Either Parcel. Grantor shall grant, in the event that the Served Parcel is sold to a Third Party, or reserve, in the event that the System Parcel is sold to a Third Party, an access easement and accompanying water rights. Such access easement and water rights shall be negotiated at the sole discretion of Grantor and such Third Party provided that the Minimum Requirements described in Paragraph 2 below of this Agreement are included therein.

2. Minimum Requirements. The terms of the access easement and accompanying water rights referred to in Paragraph 1 above shall include the following:

a. A non-exclusive easement on and across the System Parcel to operate and maintain on the System Parcel an individual water supply system and one or more accompanying water pipe lines, complying with all laws and regulations then applicable, located in a location to be determined by the owners of the System Parcel, for purpose of generating on the System Parcel and transporting to the Served Parcel that potable water required for activities described in Recital E, located on the Served Parcel. Such easement shall be appurtenant to the Served Parcel.

b. The right to use a maximum of \_\_\_\_\_ acre feet ( \_\_\_\_\_ gallons) of the water from the Water System for the uses on the Served Parcel as described in Recital E of this agreement.

3. Termination of Agreement and Easement. This agreement and any easement or water rights created pursuant to the terms hereof shall terminate automatically at such time as a public utility water system or a mutual water system is available to the Served Parcel, an approved individual on-site water supply system as defined by Section 13.04.010 of the Napa County Code is developed on the Served Parcel, or the System Parcel and Served Parcel are merged. In the event that any of the forgoing events occur, the County shall, at the request of Grantor, execute a quitclaim for Grantor to record, extinguishing all rights created in favor of the County under this Agreement.

4. Recordation. The obligations created by this Agreement shall constitute covenants running with the land which shall bind the heirs, successors, and assigns of Grantor's interest in the System Parcel and inure to the benefit of future transferees of the interest of Grantor's interest in the Served Parcel. To that end, this Agreement shall be recorded in the Office of the Napa County Recorder by Grantor forthwith following execution by all of the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

COUNTY OF NAPA

\_\_\_\_\_  
Steve Lederer  
Director of Environmental Management

GRANTOR

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Capacity)

STATE OF CALIFORNIA )  
COUNTY OF NAPA ) ss.

On \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_ personally appeared \_\_\_\_\_,  personally known to me -  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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

