

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

PLANNING, BUILDING &
ENVIRONMENTAL SERVICES
1195 THIRD ST., STE. 210
NAPA, CA 94559

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Agreement for Grant of Easement and Water Rights

This agreement to grant easement and accompanying water rights ("Agreement") 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. _____ is/are located on the Served Parcel and is currently, or will be, served by the Water System.

F. In consideration for the County's ongoing permitting and monitoring of Grantor's operations and compliance with any applicable County-issued permit(s) for activities on the System Parcel and the Served Parcel, the County requires recorded assurance by Grantor that the Served Parcel will have continued legal access to the Water System if and when either the System Parcel or the Served Parcel are sold and/or conveyed to one or more third parties (collectively and individually, "Third Party(ies)"), resulting in the System Parcel and Served Parcel no longer being 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. **Agreement by Grantor to Create, Convey and/or Reserve Easements and Water Rights Upon Transfer of Either the System Parcel or the Served Parcel.** In the event that Grantor sells and/or conveys ownership of the Served Parcel to one or more Third Parties, Grantor agrees that, as part of and as a condition of any such sale and/or conveyance, Grantor shall grant and convey to each grantee of any ownership interest in the Served Parcel the water rights necessary to support all permitted uses of the Served Parcel using the Water System on the System Parcel, and an access easement – and any other easement necessary for the use and enjoyment of such water rights – on, across, over, through and under the System Parcel and/or on, across, over, through and under the Served Parcel as necessary to the use and enjoyment of such water rights. In the event that the Grantor sells or conveys ownership of the System Parcel to one or more Third Parties, Grantor agrees that, as part of and as a condition of any such sale and/or conveyance, Grantor shall reserve for itself, if it is still an owner of the Served Parcel, and, as applicable, for the express benefit of all others who at that time hold any ownership interest in the Served Parcel, the water rights necessary to support all permitted uses of the Served Parcel using the Water System on the System Parcel, and an access easement – and any other easement necessary for the use and enjoyment of such water rights – on, across, over, through and under the System Parcel. The price and consideration to be paid for such access easements, other easements, and water rights shall be negotiated at the sole discretion of Grantor and such Third Party(ies) provided that the requirements of this Paragraph 1 are satisfied and as long as the Minimum Requirements described in Paragraph 2 below of this Agreement are included therein.

2. **Minimum Requirements.** The terms of the access easement(s), other easement(s), 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 transmitting to the Served Parcel that potable water required for activities located on the Served Parcel as described in Recital E and adequate to support all permitted uses on the Served Parcel. Such easement(s) and water rights shall be appurtenant to the Served Parcel.

b. The right to use a maximum of _____ acre feet/year of water from the Water System for the uses on the Served Parcel as described in Recital E of this agreement and as permitted under any applicable use permit(s) for the Served Parcels.

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 legally and functionally 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 Parcels, 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

David Morrison
Director

GRANTOR

Signature

Print Name

Capacity