

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Lancaster)
44933 Fern Avenue)
Lancaster, CA 93534)
Attention: _____)
)

This document is exempt from payment of a recording fee pursuant to Government Code Section 27383.

Exempt from payment of Documentary Transfer Tax pursuant to Revenue and Taxation Code Section 11922

**GRANT OF EASEMENT
TO
CITY OF LANCASTER**

THIS GRANT OF EASEMENT (this "Agreement") is made as of _____, 2010 (the "Effective Date"), by DENNIS DALE PURSLEY AND KATHLEEN CHRISTINE PURSLEY, AS TRUSTEES OF THE DENNIS DALE PURSLEY AND KATHLEEN CHRISTINE PURSLEY REVOCABLE FAMILY TRUST DATED MAY 26, 2004 (the "Grantor"), for the benefit of the CITY OF LANCASTER, a California municipal corporation (the "Grantee").

RECITALS

A. Grantor is the owner of certain real property located in the City of Lancaster, as more particularly set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"). The Property is from time to time referred to herein as the "Servient Tenement."

B. Subject to the terms and conditions set forth in this Agreement, Grantor intends to grant to Grantee a nonexclusive easement across and over the Servient Tenement in order to construct, maintain, inspect, use and operate, repair and replace detention and/or drainage basin(s), catch basins, culverts and drainage pipes and their appurtenances and to drain water on, through and across the Servient Tenement and to enter upon the Servient Tenement and to pass over the same, including the right to perform any work necessary or convenient for the construction, maintenance, inspection, use, operation, repair, replacement or protection of said detention and/or drainage basin(s), catch basins, culverts and pipes and to promote the flow of water.

NOW, THEREFORE, Grantor grants the Easement (as hereinafter defined) to Grantee under the following terms and conditions:

1. Grant of Easement. Grantor hereby grants to Grantee a nonexclusive easement over, across and upon the Servient Tenement for the Easement Purposes, as defined in Section 2 of this Agreement (the "Easement"), subject to all matters and encumbrances of record affecting the Servient Tenement, on the terms and conditions set forth in this Agreement. In consideration of the Grantor's grant of the Easement as set forth in this Agreement, the Grantee agrees to and hereby does allocate to the Grantor a full credit toward and against any drainage impact fees that would otherwise be assessed by the Grantee and payable by the Grantor at the time the Grantor develops and/or

improves the Servient Tenement.

2. Easement Purposes. "Easement Purposes" means use of the Servient Tenement as is necessary, desirable or advisable in order to construct, maintain, inspect, use and operate, repair and replace detention and/or drainage basin(s), catch basins, culverts and drainage pipes and their appurtenances and to drain water on, through and across the Servient Tenement and to enter upon the Servient Tenement and to pass over the same, including the right to perform any work necessary or convenient for the construction, maintenance, inspection, use, operation, repair, replacement or protection of said detention and/or drainage basin(s), catch basins, culverts and pipes and to promote the flow of water.

3. Character of Easement. The Easement granted in this Agreement is in gross.

4. Term. Unless and to the extent the parties hereto agree in writing to an extension, the Easement granted in this Agreement shall terminate five (5) years from the Effective Date; provided, however, that the Easement granted in this Agreement shall automatically terminate in the event the Grantee determines that the Grantor or an owner of real property located adjacent to the Servient Tenement has constructed a storm drain that, in the sole and absolute discretion of Grantee, renders unnecessary the Easement granted herein. Upon termination of the Easement, the Grantee shall, at the Grantee's sole cost and expense, remove all concrete, asphalt and/or other hardscape improvements made by the Grantee within or upon the Servient Tenement; provided, however, that the Grantee shall have no duty or obligation to grade or regrade the Servient Tenement upon termination of the Easement. Upon termination of the Easement, the Grantee shall also take reasonable steps, after consulting with the California Department of Fish and Game and/or any other state or federal environmental regulatory agency exercising jurisdiction over the Servient Tenement, to remediate any environmental condition created as a direct result of Grantee's use of the Easement that would unreasonably interfere with Grantor's use of the Servient Tenement. Grantee shall execute all documents and shall take all action reasonably necessary in order to effectuate the termination of the Easement if and when the Easement is terminated pursuant to this Section 4.

5. Nonexclusive Easement. Grantee's use of the Easement granted in this Agreement shall be nonexclusive. Grantor reserves the right to use the Servient Tenement in a manner consistent with the Grantee's free use and enjoyment of the Easement.

6. Maintenance. During the term of the Easement granted herein, the Grantee covenants to maintain at its sole cost and expense the Servient Tenement as follows: (i) maintenance of the surfaces of all paved or otherwise improved portions of the Servient Tenement; (ii) removal of all papers, debris, trash and refuse from the Servient Tenement; and (iii) all other items of repair, replacement and/or maintenance that may be needed from time to time to properly maintain the Servient Tenement.

7. Indemnity. Grantee shall indemnify, defend and hold the Grantor, and its affiliates, subsidiaries, members, officers, directors, employees, attorneys, contractors, subcontractors, representatives, agents, successors and assigns (individually "Indemnified Party," and collectively "Indemnified Parties") harmless from and against any and all claims, liens, damages, liabilities, actions, costs, and expenses (including reasonable attorneys' fees) directly arising from or attributable to the Grantee's use and maintenance of the Servient Tenement. Grantee shall not be liable hereunder to the extent occasioned by the negligence or misconduct of the Grantor, or its agents or employees or the breach of this Agreement by any of them.

8. Assignment. This Agreement, including any interest in this Agreement, shall not be assigned without the prior written consent of the other party.

9. Attorneys' Fees. In the event any declaratory or other legal or equitable action is instituted between the Grantor and the Grantee in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs, expert witness fees and reasonable attorneys' fees, and all fees, costs and expenses incurred on any appeal or in collection of any judgment.

10. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

11. Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party, or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, or delivered through another reasonably acceptable method, and addressed to the party for whom intended, as follows:

If to Grantor: City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534
Attention: Carlyle S. Workman

If to Grantee: The Dennis Dale Pursley and Kathleen Christine Pursley
Revocable Family Trust Dated May 26, 2004
P.O. Box 4735
Lancaster, CA 93539
Attention: Dennis D. Pursley and Kathleen C. Pursley

Any party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

12. Counterparts. This Agreement may be executed in counterparts, each of which when executed shall, regardless of the date of its execution and delivery, be deemed an original, and all counterparts together shall constitute one and the same instrument.

13. Binding Upon Successors. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

GRANTOR:

**THE DENNIS DALE PURSLEY AND
KATHLEEN CHRISTINE PURSLEY
REVOCABLE FAMILY TRUST DATED MAY
26, 2004**

By: _____
Dennis Dale Pursley
Its: Trustee

By: _____
Kathleen Christine Pursley
Its: Trustee

GRANTEE:

CITY OF LANCASTER, a California
municipal corporation

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:

EXHIBIT "A"

PROPERTY DESCRIPTION

THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, T7N, R12W SAN BERNARDINO MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND

[APN: 3109-002-120 & 121]

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES _____) ss.

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by written easement dated _____, 2010, from **DENNIS DALE PURSLEY AND KATHLEEN CHRISTINE PURSLEY, AS TRUSTEES OF THE DENNIS DALE PURSLEY AND KATHLEEN CHRISTINE PURSLEY REVOCABLE FAMILY TRUST DATED MAY 26, 2004**, to the **CITY OF LANCASTER** is hereby accepted by the undersigned officer on behalf of the City of Lancaster pursuant to authority conferred by action of the City Council of the City of Lancaster on _____ and the City of Lancaster consents to recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2010.

CITY OF LANCASTER, a California
municipal corporation

By: _____
Its: _____