

RECORDING REQUESTED BY)
AND WHEN RECORDED RETURN TO:)
)
City Clerk)
City of Huntington Beach)
2000 Main Street)
Huntington Beach, CA 92648)

[Space above this line for Recorder's use.]

This document is exempt from
recording fees pursuant to
Government Code Section 6103.

SPECIAL UTILITY EASEMENT AGREEMENT

For valuable consideration, receipt of which is hereby acknowledged
_____, (hereinafter "GRANTOR") hereby grants and conveys
to the City of Huntington Beach, a municipal corporation of the State of California,
(hereinafter "CITY") a perpetual non-exclusive easement and right of way to install,
maintain, repair, improve and relocate a pipeline or pipelines, with incidental ordinary and
necessary appurtenances and connection(s), in, on and under said real property for its
entire length and full width as described on Exhibit A (attached hereto and incorporated by
this reference), and made a part hereof; and to construct structures for the transmission and
delivery of water, or reclaimed water, including but not limited to, manholes, measuring
devices, air valves, blow-offs, stations, standpipes, fire hydrants, and service connection
structures appurtenant to said line or lines, which structures may extend above the surface
of the ground; together with the right to enter and traverse upon other land of Grantor in
order to obtain access to and along said strip of land and to deposit tools, implements and
material thereon by CITY, its officers, agents and employees or by persons under contract
to CITY, whenever and wherever necessary for the purpose of laying, constructing,
reconstructing, renewing, inspecting, maintaining, operating, repairing, enlarging,
replacing and using said water transmission and delivery line or lines.

Grantor retains the right to use the surface areas and the non-exclusive right to use
the subsurface areas of the easement and right of way in such manner as Grantor shall

deem proper. Grantor may request CITY to change or relocate CITY's water mains or any equipment incidental thereto, at Grantor's expense. In the performance of any of the work which CITY is authorized to perform in the area of such easement and right of way, CITY shall avoid, to the extent reasonably possible, any damage or interference with other installations in the areas of such easement or right of way. Grantor shall not alter the grade, surface or overhead conditions without prior written approval from the CITY. There shall also be no less than 20 feet of clear vertical space immediately above the surface areas of the easement measured from finished ground level, nor shall any trees be located within, or overhand into the easement ground area. The CITY agrees to confer with Grantor thereof in order that CITY activity will result in a minimum of inconvenience or hardship.

CITY accepts the easement and right of way granted hereby with the knowledge that Grantor intends to improve the surface of the easement herein granted and use the same for motor vehicle travel, pedestrian access, landscaping and related purposes. In making any installation or in the performance of any work, CITY shall adequately protect its installations against such use. In making any use of this easement, CITY shall:

- (a) Make adequate provision for the safety and convenience of all persons using such areas or other improvements or facilities in such areas;
- (b) Replace and restore the areas and surface improvements to the condition in which they were prior to the performance of such work, except for any enhanced pavement treatments other than asphalt concrete, any landscaping, and any landscape irrigation facilities which shall be the responsibility of Grantor;
- (c) Have no obligation for maintenance, repair or replacement of enhanced pavement treatments, landscaping or irrigation facilities; and
- (d) Hold Grantor and other users of the easements harmless against all claims, liabilities or expenses, including costs and attorneys' fees, arising from CITY's use of such area.

In its use of the easement and right of way herein granted, CITY shall not permit any claim, lien or other encumbrance arising from such use to accrue against or attach to

said easement and right of way or the interest of Grantor in the land in, on and under which said easement is granted.

IN WITNESS WHEREOF, this Special Utility Easement has been executed by the Grantor herein this _____ day of _____ 200__.

GRANTOR

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

By: _____
_____ print name

ITS: (circle one) Chairman/President/Vice President

Director of Public Works

ATTEST:

By: _____
_____ print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

City Clerk
(PURSUANT TO RESOLUTION NO. 2003-29)

REVIEWED AND APPROVED:

City Administrator

APPROVED AS TO FORM:

City Attorney