

No Recording Fee or Documentary Transfer Tax
Government Code § 27383
Rev & Tax Code § 11911

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Coachella Valley Water District
P.O. Box 1058
Coachella CA 92236-1058

APN: _____ (Space above this line for Recorder's Use) FILE: _____
TRA: _____
DTT: -0-

QUITCLAIM DEED – [EASEMENT]

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COACHELLA VALLEY WATER DISTRICT**, a public agency of the State of California (“Quitclaimor”), does hereby remise, release and forever quitclaim to

_____ (“Quitclaimee”), all of Quitclaimor’s right, title and interest in and to that _____-inch (___”) _____ pipeline and appurtenances related thereto (collectively “Facilities”) and any easement rights associated therewith [*specifically including those easement rights in favor of Quitclaimor described in _____ recorded _____ as Document No. _____, Records of Riverside County, California*] over, under and in that real property located in the City of _____, County of Riverside, State of California as described in **Exhibit “A”** and depicted on **Exhibit “B”** attached hereto and by this reference incorporated herein. The foregoing property is a portion of that certain real property owned by Quitclaimee which is described in **Exhibit “C”** attached hereto and by this reference incorporated herein (“Property”).

Quitclaimor hereby abandons the Facilities in their present location within the Property, [*from the Point of Connection (“POC”) as described and/or depicted on Exhibit “D” attached hereto and by this reference incorporated herein*]. If the Quitclaimee or its successors and assigns desire the Facilities to be removed from the Property, such persons or entities may remove the Facilities at their sole cost and expense.

[Quitclaimor shall retain ownership of the _____ pipeline up to and including the POC and will continue to provide service to the POC.]

Quitclaimee acknowledges and agrees that to the maximum extent permitted by law (a) the Facilities are conveyed on an “AS-IS” condition and basis with all faults; (b) Quitclaimor has no obligation to make repairs, replacements or improvements and specifically, has no obligation with respect to the Facilities; and (c) Quitclaimee hereby accepts the Facilities subject to the same. Quitclaimee on its behalf, and on behalf of the successors-in-interest in the Property, waives its right to recover from the Quitclaimor for any Costs (as that term is defined herein) arising from or in connection with the physical condition of the Property or the Facilities, or any law or regulation applicable thereto, including, without limitation, laws, rules or regulations relating to Hazardous Substances (as defined herein).

Notwithstanding anything contained to the contrary herein, Quitclaimor shall comply with and conform to all Quitclaimor rules and regulations in effect, and as amended from time to time, and applicable laws, orders, rules and regulations of all governmental agencies having jurisdiction over the Property, related to the ownership, operation and maintenance of the Facilities.

Quitclaimor, its successors and assigns, shall defend, indemnify and save Quitclaimor, its officers, directors, officials, employees, agents, consultants, representatives, successors and assigns (collectively, "Indemnified Parties") free and harmless from and against any and all loss, expense, claims, demands, costs including attorneys' fees and costs of any kind or character (collectively, "Costs") that the Indemnified Parties may at any time incur by reason of any liability arising out of or in connection with (a) the existence of the Facilities on the Property, (b) the removal of, or failure to remove, the Facilities; (c) repair, clean-up or detoxification or preparation and implementation of any removal, remedial, response, closure or other plan concerning any petroleum products and/or any toxic, dangerous or hazardous chemicals, materials, substances, pollutants and wastes, in violation of applicable laws, rules or regulations, exposure to which is prohibited, limited or regulated by any requirement of any governmental authority, or if not so prohibited, limited or regulated, which may pose a hazardous to the health and safety of the occupants of the Property or the occupants and/or owners of property near the Property ("Hazardous Substances"); and (d) any death, bodily injury, property damage, accident or casualty caused directly or indirectly, or in whole or in part, by the Facilities after the execution and delivery of this Quitclaim Deed. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of the Indemnified Parties, or any of them.

Quitclaimor, as a material part of the consideration for this Quitclaim Deed, waives all claims or demands against Quitclaimor and the Indemnified Parties for any such Costs.

By execution of this Quitclaim Deed, Quitclaimor, on behalf of itself and its successors and assigns, hereby releases the Indemnified Parties from and waives on Quitclaimor's behalf and on behalf of its successors and assigns, all Costs and right to file any claim against the Indemnified Parties with respect to the abandoned Facilities, failure to remove such Facilities or any matter covered by the indemnity in the preceding paragraph.

Quitclaimor acknowledges that it has been advised by its legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Quitclaimor expressly waives any right it may have under Civil Code Section 1542 as well as under any other statute or common legal principle of similar affect.

Quitclaimor's Initials _____ **Quitclaimor's Initials** _____

The Quitclaim Deed shall inure to the benefit of the parties hereto and their respective successors and assigns and the rights and obligations hereunder shall run with the Property in accordance with applicable law, including, without limitation, Section 1468 of the California Civil Code.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its respective duly authorized officers.

QUITCLAIMOR:

COACHELLA VALLEY WATER DISTRICT,
a public agency of the State of California

Date: _____

By _____
J. M. Barrett, General Manager

QUITCLAIMEE:

Date: _____

By _____

Its: _____

Date: _____

By _____

Its: _____

ENG RW-012
(Rev. 6/25/2020)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss

On _____ before me, _____
Notary Public, personally appeared _____,
who 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 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: _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss

On _____ before me, _____
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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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: _____ (Seal)