RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

PLANNING, BUILDING &
ENVIRONMENTAL SERVICES
1195 THIRD STREET, ROOM 101
NAPA, CALIFORNIA 94559

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Agreement for Grant of Sewage Easement and Rights

This agreement for grant of sewage easement and rights is made this ____day of_____, 20___, by and between _____ ("Grantor"), and the COUNTY OF NAPA, ("The 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 Number _____on the Napa County Assessor's Maps in effect on_____ 20___.

B. An individual or private sewage disposal system meeting all applicable COUNTY standards and including all necessary related pipelines (hereinafter collectively referred to as the "Sewage System") is or will be 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 the "Served Parcel" shown on Exhibit A attached hereto) which is described as Assessor's Parcel Number _____ on the Napa County Assessor's maps in effect on _____, 20___.

D. A _____is located, or will in the future be located, on the Served Parcel and will dispose of wastewater generated thereon into the Sewage System.

E. An approved sewage disposal system for the uses identified in D above, within the meaning of Title 13 of the Napa County Code of Ordinances ("Approved sewage disposal system") is not currently located on or planned for the Served Parcel.

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 that the Served Parcel will have continued legal access to the Sewage System if and when either the System Parcel or the Served Parcel alone is sold to one or more third parties (collectively and individually, "Third Party(ies)") 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. **Agreement by Grantor to Create, Convey and/or Reserve Sewage Easements and 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 sewage rights necessary to support all permitted uses of the Served Parcel using the Sewage System on the System Parcel, and an access easement – and any other easement necessary for the use and enjoyment of such sewage 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 sewage 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 sewage rights necessary to support all permitted uses of the Served Parcel using the Sewage System on the System Parcel, and an access easement – and any other easement necessary for the use and enjoyment of such sewage rights – on, across, over, through and under the System Parcel. The price and consideration to be paid for such access easements, other easements, and sewage 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 and sewage easement referred to in Paragraph 1 above shall include the following:

A non-exclusive appurtenant easement on and across the System Parcel to install, operate and maintain on the System Parcel the Sewage System and one or more accompanying sewer pipe lines, complying with all laws and regulations then applicable and located in a location to be determined by the owners of the System Parcel, for the purpose of disposal on the System Parcel that wastewater generated by the uses set forth in Recital D on the Served Parcel. Such easement shall be appurtenant to the Served Parcel.

3. Termination of Agreement and Easement. This agreement and any easement created pursuant to the terms hereof shall terminate automatically at such time as an approved sewage disposal system is installed on the Served Parcel or at such time as public sewer facilities are extended to and available to serve the Served Parcel. In the event that this occurs, 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.

Dated this _____ day of _____, 20___

COUNTY OF NAPA:

_____
David Morrison
Director

Dated this _____day of _____, 20___

GRANTOR

_____
(Signature)

_____
(Print Name)

_____
(Capacity)