

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:
La Cresta Property Owners' Association
C/o Equity Management
42430 Winchester Road
Temecula, Ca. 92590-2504

Attention: Trails Committee

Space Above For County Recorder's Use)

GRANT OF EASEMENT

This GRANT OF EASEMENT is made this ____ day of _____, 2007 by _____ as husband and wife, (property owners, hereinafter referred to as "Grantor") and LA CRESTA PROPERTY OWNERS' ASSOCIATION, a California nonprofit corporation (hereinafter referred to as "Grantee"), with reference to the following facts:

- A. Grantor is the owner of certain real property located in the unincorporated area of Riverside County, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("the Grantor's Property").
- B. Grantee wishes to install and maintain a trail for pedestrian, cycling and equestrian purposes on a portion of Grantor's Property and Grantor wishes to grant Grantee an easement for such purposes, all as more particularly described in Exhibit "B" attached hereto, and depicted in Exhibit "C" attached hereto.

NOW, THEREFORE, Grantor and Grantee hereto hereby agree as follows:

- 1. Grant of Easement. Grantor hereby grants to grantee an exclusive easement (the "Easement") over the portions of Grantor's Property depicted on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area") for the purpose of installing, maintaining and using a recreational trail.
- 2. Use. The Easement shall be available for non-commercial recreational use by Grantee, its members, their tenants and guests for pedestrian, bicycling and equestrian trail purposes, in accordance with La Cresta Property Owners Association's posted trail use rules. Motorized vehicles are prohibited on the Easement Area.
- 3. Maintenance. Grantee shall maintain and repair the Easement Area as required in Grantee's sole discretion.
- 4. Indemnification. Grantee shall indemnify, defend and hold Grantor harmless from and against any loss, damage or liability or claims or assertions thereof (including but not limited to reasonable attorney's fees and costs) (collectively, "Claims") resulting from or arising in connection with the installation, maintenance and/or use of the trail on the Easement Area, except to the extent that such Claims result from or arise in connection with the intentional misconduct or negligence of the owner of Grantor's Property, or any tenant or invitee of the owner of Grantor's Property.

5. Insurance. Grantee shall maintain general liability insurance on the Easement Area in an amount of no less than \$5,000,000 (five million dollars).
6. Binding Effect: This Easement Agreement shall run with, and be binding upon, Grantor's Property, and any portion thereof or interest therein, and shall be binding upon Grantor and any person having or acquiring the right, title or interest in Grantor's Property, and any portion thereof or interest therein, and their respective successive owners and assigns.
7. Severable Provisions: The provisions of this Agreement are severable, and if any one or more provisions is determined by a court of competent jurisdiction to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.
8. Miscellaneous. The provisions of the Grant of Easement shall be construed in accordance with, and governed by, the laws of the State of California. This Grant of Easement constitutes the entire agreement between Grantor and Grantee and shall supercede all other contemporaneous or prior oral and written agreements between Grantor and Grantee relating to the subject matter of this Grant of Easement. This Agreement may only be modified or amended by a written instrument executed by both Parties and recorded in Official records of Riverside County, California.
9. Effective Date. This Grant of Easement shall be deemed effective upon the date of recordation hereof in the Official Records of Riverside County, California.

Headings at the beginning of each paragraph are solely for the convenience of the Parties, and not a part of this Agreement. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement.

(Property Owner as "Grantor" signature)

(Property Owner as "Grantor" signature)

(Property Owner as "Grantor" printed name)

(Property Owner as "Grantor" printed name)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, _____, before me, _____, personally appeared _____, and _____, personally known to me (or 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.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

EXHIBIT "A"
GRANTOR'S PROPERTY

EXHIBIT "B"
EASEMENT AREA