

Tierra Rejada Temporary Easement

Camrosa needs ingress and egress rights to operate and service the Tierra Rejada Well. MWPRCA is the record fee owner of the property adjacent to the Tierra Rejada Well, and Camrosa desires to obtain an easement across the MWPRCA property for access to the well site. Below are terms to be discussed.

1. Camrosa recommends establishing a Temporary Easement on the road currently being used to access the well. This easement will remain in place until MWPRCA has developed a site use plan. Once the site use plan is developed, a location for a permanent easement will be evaluated and established. Once the permanent easement is in place, Camrosa will quitclaim the temporary easement back to MWPRCA.
2. Both the temporary easement and the permanent easement will be for ingress/egress only.
3. MWPRCA requires that the asphalt road base and oil on the existing road be mitigated. Camrosa recommends that the mitigation be done once the new easement is established. If the site use plan indicates that there is a better location for the access road, then the mitigation on the current road will be coordinated as part of a project building the new road. Road design, including material, can be defined in the easement.
4. Camrosa will pay MWPRCA \$1000 per year while the temporary easement is in place.
5. Once the permanent easement is determined and established, Camrosa will pay a one-time fee based on the easement land value.
6. Camrosa understands that MWPRCA plans to open the MWPRCA property to the general public for passive recreation uses, which will include installation of hiking trails throughout the property. Camrosa understands and agrees that the easement may be used as part of a hiking trail system.
7. Camrosa agrees to install a gate at their sole cost and expense to restrict vehicular access to the City and Camrosa only. The road will be designed not to restrict pedestrian access.
8. Camrosa will abide by the rules and regulations as defined in this easement agreement.
9. Camrosa shall maintain the easement area in a reasonable safe and clean manner, and shall be solely responsible for the cost of such maintenance. Maintenance activities shall include annual weed abatement, and repair and maintenance of the approved road surface.
10. Camrosa shall not do any of the following on MWPRCA property, including the easement:
 - a. Erected any lighting on the easement
 - b. Hunting or trap of any wildlife
 - c. Dump or discharge of anything onto the easement
 - d. Store anything on easement
 - e. Remove, trim, cut or prune any native plants
 - f. Plant any plants
 - g. Install satellite dishes or communication
 - h. Use herbicides, pesticides, or other chemical that could damage, injure, or kill the native plants and or wildlife
 - i. Install any kind of utility, whether above or below ground without written consent
11. MWPRCA shall have the right to enter the easement for inspection