

PLEASE RECORD THIS DOCUMENT AT
NO FEE AS IT IS TO THE BENEFIT
OF THIS DISTRICT (GOV. CODE [6103])

RECORDING REQUESTED BY, AND
WHEN RECORDED PLEASE MAIL TO:

San Diego County Water Authority
Right of Way Department
4677 Overland Avenue
San Diego, CA 92123

Assessor's Parcel No: _____

Space above this line for Recorder's use.

Project Name & No: _____

DOCUMENTARY TRANSFER TAX: None
San Diego County Water Authority

William J. Rose, Director of Right of Way

GRANT OF EASEMENT TO THE SAN DIEGO COUNTY WATER AUTHORITY

The undersigned ("Grantor") owns the real property described in Exhibit A, Paragraph 1 ("Property"), attached hereto and made a part hereof by this reference. For valuable consideration, receipt of which is acknowledged, Grantor grants to the San Diego County Water Authority ("Grantee") an exclusive and permanent easement, together with the right to use and occupy the surface and subsurface of the real property described in Exhibit A, Paragraph 2 ("Easement Area") and as shown on Exhibit B, Grantee's Right of Way Drawing, attached hereto and made a part hereof by this reference.

The easement granted hereby shall be for the following purposes, including without limitation, the construction, installation, operation, repair, reconstruction, relocation and removal and all activities necessary to construct, install, reconstruct, relocate, replace, remove, operate, maintain, inspect and repair, now and in the future, a pipeline or pipelines, which may parallel each other, designed for the general purpose of transporting and distributing water, together with related appurtenant facilities, which may extend above the surface of the Easement Area, including vaults, manholes, flow control and measuring devices, air release and air vacuum valves, alarms, erosion control facilities, blow-offs, pumping wells, power transmission and communication conduits, antennas and cables necessary to the operation and maintenance of the pipelines, underground anodes, anode wells and related facilities for cathodic protection of pipelines and any other facilities necessary for the operation, protection and maintenance of pipeline or pipelines.

Grantor further grants the right of unobstructed ingress and egress by a practical route across the Property to, along and from the Easement Area, including the right to pass and re-pass over and along the Easement Area, including access to Grantee's other easements, and to deposit tools, implements and other materials on the Easement Area and to utilize construction, automotive and other equipment thereon when necessary for the purpose of exercising its rights hereunder.

Grantee may remove any buildings, structures, brush, trees or other vegetation or objects which are located on the Easement Area at the time of acquisition at Grantee's sole cost. Upon completion of any work by Grantee on the Easement Area, Grantee shall restore the surface at Grantee's cost to a compacted, neat, clean condition but not necessarily the same condition as prior to such work. Grantee may trim, cut or clear any tree, brush or other vegetation on the Easement Area from time to time as Grantee determines necessary to the exercise of its rights hereunder.

Grantor reserves the right to use the surface of the Easement Area in a manner which does not conflict, interfere with or disturb the rights and uses herein granted to the Grantee, including paving with asphalt and use for access and parking purposes so long as Grantee can gain immediate access to perform such work as necessary for its purposes and uses as herein granted. Grantor shall not cause or permit, by grading or filling, an increase or decrease in the surface elevation of the Easement Area, nor dig or drill any wells, or construct fences, gates, posts, chains, walls or other objects, which occupy or physically intrude on the land, nor plant any trees, without prior written approval of the Grantee. Grantee shall establish reasonable procedures for such approvals, including encroachment permits, and shall not unreasonably withhold approval of uses which are not detrimental to the rights and uses granted it hereunder.

Grantor shall not construct any permanent buildings or structures and place any toxic or hazardous materials or objects on the easement area.

Grantee, after reasonable written notice to Grantor or its heirs, successors and assigns, shall have the right to remove any earthfill, fences, gates, posts, chains, walls, buildings, structures, trees, toxic or hazardous materials or objects placed on the Easement Area by Grantor without the consent of Grantee. Grantor agrees to pay Grantee the cost of removal and of restoring the Easement Area to its prior condition, including staff, costs and interest.

Grantor waives any right under Civil Code Section 845 and any other right, if any, to compel Grantee to improve or maintain any part of the Easement Area as a roadway or private right of way.

The rights and obligations contained herein shall inure to the benefit of and be binding upon the successors-in-interest, agents, employees, assigns, and transferees of the parties hereto.

Executed by the GRANTOR this _____ day of _____, 20_____.

GRANTOR(S):

By: _____

By: _____

- Notarization Required -

- Notarization Required -

Approved as to form:

By: _____

General Counsel
San Diego County Water Authority