

RECORDING REQUESTED BY AND  
WHEN RECORDED, PLEASE MAIL TO:

San Diego County Water Authority  
Engineering Department  
4677 Overland Avenue  
San Diego, CA 92123-1233

APN:  
Water Authority Pipeline & Parcel:

SPACE ABOVE THIS LINE FOR COUNTY RECORDER'S USE

**JOINT USE AGREEMENT #  
BETWEEN  
AND THE SAN DIEGO COUNTY WATER AUTHORITY**

This Joint Use Agreement is made between the San Diego County Water Authority (Water Authority) and ( ) this \_\_\_\_\_ day of \_\_\_\_\_, 2020, to allow to use the Water Authority's right of way for specified public facilities.

A. The Water Authority is the owner of exclusive and permanent property interests described in Exhibit "A" and has pipeline and other facilities located in, upon, over, under, and across this property as shown on Exhibit "B" "the Water Authority's Right of Way."

B. is a public agency/utility that owns or will own a property interest in the real property subject to the Water Authority's right of way.

WHEREAS, desires to obtain the Water Authority's consent for the construction, operation, and maintenance of (hereinafter Facilities) in, over, under, and across Water Authority's right of way along the routes shown on Exhibit "B", (the Designated Routes);

NOW, THEREFORE, the parties mutually hereby agree as follows:

1. The Water Authority authorizes , and any successor public agency or public utility, to construct, operate, and maintain Facilities in, over, under, and across the Water Authority's right of way by the Designated Routes, under the terms and conditions stated herein.

2. Plans for the installation of, or subsequent alterations to, the Facilities, including protection of Water Authority facilities, shall be submitted to the Water Authority in advance of construction. No construction shall occur until the Water Authority approves the plans. The Water Authority's approval of the plans may be withheld, as the Water Authority deems reasonably necessary to protect its interests and to minimize impacts on its facilities and operations. The Water Authority agrees to process the plans and approve, conditionally approve, or reject the plans within a reasonable time. Notice of construction of said Facilities shall be provided to the Water Authority two weeks in advance to provide for the scheduling of inspection.

3. Nothing in this Joint Use Agreement shall be construed to diminish any of the Water Authority's property rights. This Joint Use Agreement is in the nature of a license and the Water Authority's right of way shall remain and continue in full force and effect and shall in no way be affected by the Water Authority's consent contained herein. The Water Authority may terminate the license upon determination that the license or uses authorized by this Agreement are incompatible with Water Authority's uses of the Designated Route.

4. agrees not to interrupt the use or operation of Water Authority's facilities.

5. The Water Authority is the "party first in place" and its rights and interests are prior in time and superior in title to those of .

6. shall, at its sole expense, remove and replace, rearrange, or relocate the Facilities as may be necessary for the Water Authority's use and enjoyment of its easement and right of way. Except in the event of an emergency, the Water Authority agrees to provide written notice to remove and replace, rearrange, or relocate the Facilities. Upon receipt of the notice by the parties shall meet within 30 days, or such time as mutually agreed upon, to develop a plan to incorporate the removal, replacement, rearrangement, or relocation of the Facilities as part of the Water Authority's project; or, alternatively, to develop a separate plan for the removal, replacement, rearrangement, or relocation of the Facilities under a mutually agreeable time-frame. Absent exigent circumstances, the time-frame for the removal, replacement, rearrangement, or relocation shall not be less than 30 days. Plans for removal and replacement, rearranging, or relocation of the Facilities shall be subject to paragraph 2, above, however, no time shall be charged against for that period of time the plans are pending the Water Authority's review. In the event of an emergency affecting the public health, safety, or welfare, as determined by the Water Authority, or failure to remove and replace, rearrange, or relocate the Facilities within the time mutually agreed upon or 30 days, whichever is greater after the Water Authority has given written notice, then the Water Authority may remove the Facilities without obligation to , at expense. This Agreement shall continue to apply to Facilities removed and replaced, rearranged, or relocated pursuant to this paragraph.

7. This Agreement shall run with the land and be binding upon both parties, its representatives, agents, successors, and assigns.

8. The parties understand and agree that this Agreement grants only the consent of the Water Authority to the activities identified under the terms and conditions stated herein. is responsible for acquiring any other property rights, licenses, or permits needed to conduct the identified activities. hereby represents and warrants that it will acquire all necessary approvals from the owner of the property on which the Facilities are located for the actions specified in this Joint Use Agreement before such actions occur, as the Water Authority in no way represents or warrants that its Right of Way is sufficient to allow to act without such approvals.

9. shall save, indemnify, and hold harmless the Water Authority against any liability, loss, cost, damage, and expense caused by or arising from (i) an act(s) or omission(s) of

, its employees, agents, contractors, successors and assigns or (ii) the location and existence of the Facilities, whether defective or otherwise; including, but not limited to any such loss, cost, damage, liability, and expense arising from damage to or destruction of real and personal property or injury to or death of any person; provided, however, that duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the Water Authority, its agents, officers, or employees. shall also hold harmless the Water Authority against damage to or destruction of its Facilities caused by an act(s) of a third party(s). If the Water Authority performs removal, replacement, rearrangement, or relocation work on behalf of pursuant to paragraph 6, agrees to accept the work and to release and waive any responsibility or claim against the Water Authority on account of rework.

10. The Facilities shall be maintained in a safe and sanitary condition at the sole cost, risk, and responsibility of and their successors in interest without exception, including but not limited to any damages to the Facilities caused by the Water Authority's maintenance or construction activities.

11. Any notice required, permitted, or contemplated under this Agreement shall be deemed given when actually delivered or when deposited in the mail, certified or registered, postage prepaid, addressed as follows:

TO WATER AUTHORITY: San Diego County Water Authority  
Engineering Department  
4677 Overland Avenue  
San Diego, CA 92123

TO PUBLIC AGENCY/ UTILITY:

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by a duly authorized officer on the day and year first above written.

SAN DIEGO COUNTY WATER AUTHORITY:

By: \_\_\_\_\_ Dated: \_\_\_\_\_ (Notarization Required)  
W. John Kross  
Right of Way Manager

:

By: \_\_\_\_\_ Dated: \_\_\_\_\_ (Notarization Required)  
Name:  
Title:

**EXHIBIT "A"**  
**TO JOINT USE AGREEMENT #**

**PUBLIC AGENCY/UTILITY**

**BENEFITED PROPERTY**

**Address Description:**

**WATER AUTHORITY PROPERTY**

**Pipeline(s) and Parcel(s):**

A permanent, exclusive easement on a strip of land in favor of the San Diego County Water Authority, and more particularly described in Document # \_\_\_\_\_, recorded \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_, of official records in the County of San Diego.

**PURPOSE**

This agreement is granted exclusively for \_\_\_\_\_ as shown on Exhibit B.

**This permit does not authorize other construction, grading, or landscaping within the Water Authority's right of way. It shall be the public agency/utility's responsibility to secure all necessary permits required by local agencies.**