

RECORDING REQUESTED BY
AND AFTER RECORDATION
MAIL TO:

OTAY WATER DISTRICT
2554 SWEETWATER SPRINGS BOULEVARD
SPRING VALLEY, CA 91978-2004

APN:

Documentary Transfer Tax: None
(Exempt under Rev & Tax Code Section 11922)
Building Homes and Jobs Act Fee: None
(Exempt Under GC27388.1(a)(2))

**GRANT OF EASEMENT OF RIGHT-OF-WAY TO
OTAY WATER DISTRICT**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned **City of Chula Vista, a Charter City** as **Grantor(s)** hereby **GRANT(S) to OTAY WATER DISTRICT**, a municipal water district formed under the Municipal Water District Law of 1911, as amended, situated in the County of San Diego, State of California, as **Grantee**, permanent easements of right-of-way for the purpose of laying underground water and sewer pipelines and laterals, trunk lines, collection lines and laterals, sewer manholes and other underground and surface structures appurtenant to said water or sewer lines, including but not limited to power lines for transmission and communication purposes, pumps, regulators, valves and access roads or areas within said easement, hereinafter referred to as "said facilities," together with the right to construct, operate, maintain, repair and replace said facilities, and the right of ingress and egress for such purposes. Said easement is described and/or depicted as follows:

(See Exhibit(s) "A" and "B" attached hereto and made a part hereof)

Grantor reserves the right to use said land at Grantor's own risk for any and all purposes not conflicting, interfering or inconsistent with Grantee's use of, and access to, said facilities. Grantor waives any right under Civil Code section 845, and any right to compel Grantee to grade, surface or otherwise improve or maintain said easement area as a roadway.

Grantor shall not increase or decrease or permit to be increased or decrease the ground elevations of said easement existing at the time this document is executed, nor construct or permit to be constructed any permanent building, structures, improvements or other encroachment upon said easement which will cause damage to or threaten the safety of any of said facilities of Grantee placed within the easement.

Grantee may remove from the easement any building, structure, improvement or other encroachments thereon conflicting, interfering or inconsistent with its use for the purposes hereby granted. Grantee shall have the right to install its own gates and locks in all fences which now cross or may hereafter cross said easement.

Grantee agrees on its own behalf and on behalf of its successors in interest that it will indemnify and hold Grantor harmless for any damages to the property which result from Grantee's maintenance and repair operations of its pipeline within the easement and which, after actual trial, are determined to be due to the sole negligence or willful misconduct of Grantee.

Grantor may use said land as a driveway and to the extent of such use may surface or pave the area, subject to the restrictions as to changes in existing ground elevations and indemnifications set forth above.

Grantor may, at Grantor's expense, and subject to Grantee's prior written consent, relocate the above mentioned facilities in the event such conflict with future development of said property, provided that Grantor does not cause discontinuance of service to any area, and provided, further, that Grantee receives, without expenses to Grantee, an easement comparable to this easement for said relocated facilities. Grantee shall never be required to relocate or alter in any way the facilities installed pursuant to this grant of easement, or to bear any cost in connection therewith as a result of changes in the location of any said facilities.

Grantee shall have the right to transfer and assign all or a portion of this easement to its successor in interest, or to any other political subdivision or public utility for use of the above stated purpose.

Date: _____

Grantor(s): _____

Print Name/Corporation/Entity _____

[Each signature of Grantor must be acknowledged in the form attached hereto]

DISTRICT CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement of Right of Way to Otay Water District dated _____, _____ from _____ to OTAY WATER DISTRICT, a municipal water district, is hereby accepted by order of the Board of Directors pursuant to the authority conferred by Resolution No. 1829, adopted on February 23, 1981, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Susan Cruz, District Secretary
Otay Water District

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

GRANTOR'S SIGNATURE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____ before me, _____
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared

NAME(S) OF SIGNER(S)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

Exhibit A

LEGAL DESCRIPTION

Exhibit B