

Recording requested by and
please return to:

City Clerk
City of Chula Vista
P.O. Box 1087
Chula Vista, CA 91912

This document benefits Permittee.
Recording fee required.

(This space for Recorder's use, only)

C.V. File No. 0710-40-PE20-0114
Affects Assessor's Parcel No(s) 644-100-1900

PERMIT FOR ENCROACHMENT IN CITY RIGHT-OF-WAY (PE20-0114)

Pursuant to Chapter 12.28 of the Chula Vista Municipal Code, permission is hereby granted by the City of Chula Vista (hereinafter "City") to: County of San Diego, a political subdivision of the State of California (hereinafter "Permittee") whose mailing address is 5500 Overland Avenue, San Diego, CA 92123, to do work within a portion of City's right-of-way.

All terms and conditions of this permit as to the Permittee shall be a burden upon Permittee's land and shall run with the land. All conditions apply to Permittee and all his/her/their heirs, assigns, successors or transferees.

Whereas, the Permittee has requested permission from City to encroach on said City's easement or City property adjacent to and for the direct benefit of the following described property:

ADDRESS: 2270 Wueste Road, Chula Vista, CA 91915

LEGAL DESCRIPTION: See Exhibit "A", Legal Description, attached hereto and by reference made a part hereof.

PERMISSION IS HEREBY GRANTED to do the following work:

The construction and maintenance of a 2-1/2 – inch diameter force main with a redundant parallel alignment coupled with common collection system and lift station improvements and onsite force main to allow the collection and conveyance of sanitary flows from the Otay Lakes County Park site northerly along Wueste Road to a sewer main located in the Chula Vista Elite Athlete Training Center (CVEATC). In accordance with attached Exhibit "B" attached hereto and incorporated herein by this reference.

(hereinafter "Encroachment")

Now, therefore, in consideration of their mutual promises, and other good and valuable consideration, the parties hereto agree as follows:

City hereby grants permission to Permittee for the above-mentioned Encroachment on the City Property at the location specified in accordance with the following terms and conditions:

1. Encroachment shall, in no way interfere with any City equipment, City facility, or existing utility, including the maintenance or operation of existing water meters, CATV or telephone pedestals, public storm drains, sewer lines, traffic signal or street light conduit or electrical lines, irrigation water lines or irrigation electrical lines owned and maintained by the City. Any costs arising from changes of or to any City equipment or facility due to the encroachment of the Permittee's private facilities shall be the sole responsibility of Permittee ~~and subject to placement of a lien on the property if incurred by the City.~~
2. Any costs arising from damage to Encroachment due to access to or maintenance of public facilities shall be the sole responsibility of Permittee ~~and subject to placement of a lien on the property if incurred by the City.~~
3. Maintenance, removal or relocation of Encroachment shall be the sole responsibility of Permittee, and/or Permittee's lessee, should there be any, at no expense to City. Permittee shall obtain any required permits from City prior to doing any such work in the City's easement, or on City property, except that maintenance that does not affect existing improvements or City facilities, that does not require traffic control, and that would not require City inspection may be done under this encroachment permit.
4. Permittee shall call Underground Service Alert (One call mark-out service) at 1-800-422-4133 (or 811) a minimum of two working days prior to *any* excavation being done in the City's easement, or on City property, including postholes or footing excavations. Mark-out of existing underground facilities shall be made prior to making any excavations.
5. Permittee shall install and maintain Encroachment in a safe and sanitary manner as determined by City.
6. Permittee shall not allow Encroachment to block the existing course of surface drainage to the extent that it may endanger the public or the surrounding properties or cause ponding of water.
7. Encroachment shall not be anchored or attached to any surface or subsurface City facility in any way.
8. Permittee assumes all responsibility for any drainage, debris or material within the City's easement, or on City property, caused as a result of the Encroachment.
9. Permittee shall call the Engineering Construction Inspection Section at (619) 397-6128 at least 24 hours (one working day) prior to doing any work at the site in the City easement, or on City property, that would require City inspection.
10. Encroachment shall be installed in accordance with Construction Permit PC2639.
11. Encroachment shall conform to the standards of the City of Chula Vista, including the following:
 - a. Restoration of existing improvements and/or landscaping damaged or affected by the Encroachment to the satisfaction of the City;
 - b. Limits of pavement and/or sidewalk removal and replacement shall be as required by City;
 - c. If existing, decorative pavement, colored pavement, and pavement treatments shall be matched and replaced to the satisfaction of the City;
 - d. Permittee shall hire a licensed land surveyor to replace any monumentation obliterated by the construction of the Encroachment;
 - e. Replacement of any survey monument shall also require the recording of survey documents with the County of San Diego; recorded copy to be provided to the City Survey Section;

- f. Replace or relocate any landscape irrigation structures affected by the Encroachment;
 - g. Entire sidewalk panels shall be removed and replaced if the sidewalk is affected by the Encroachment. The cutting and patching of partial sidewalk panels shall not be allowed.
12. Encroachment shall conform to all standards and specifications as stated in the Chula Vista Municipal Code.
 13. City of Chula Vista inspections shall not be performed during designated City holidays in accordance with Exhibit C, attached hereto and incorporated herein by this reference. Work requiring City inspection shall not be done on those days.
 14. Permittee shall notify the office of the City Engineer if the Encroachment is to be removed to ensure the work is completed according to standard practices acceptable to the City. Permittee shall obtain any required permits from the City prior to beginning such work.

This permit is revocable upon thirty (30) days written notice to the Permittee, and upon such notice, the installation must be removed or relocated, as and when specified by the City, at Permittee's cost. If Permittee fails to remove or relocate the Encroachment within the period allotted, the City may cause such work to be done at Permittee's expense. In the event the encroachment must be removed or relocated, City agrees to cooperate with Permittee to identify and implement an alternative alignment before the Encroachment is brought out of service so that sewer service may continue in an uninterrupted fashion to the park facilities served by the Encroachment. ~~and the cost thereof shall be imposed as a lien upon Permittee's property.~~

Permittee should be aware that this permit may create a possessory interest in the property, in favor of the Permittee. If such a possessory interest is created, it may be subject to property taxation for which the Permittee will be responsible.

Permittee shall defend, indemnify, protect, hold harmless and release the City, its elected and appointed officers and employees, from and against all past, present or future claims for damages, liability, cost and expense (including without limitation attorneys' fees) arising out of or in any way related to the Encroachment or the conduct of the Permittee, or any agent or employee, subcontractors, or others (including third parties) in connection with the execution of the work covered by this agreement except only for those claims arising from the sole negligence or sole willful conduct of the City, its officers, or employees. Permittee's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, Permittee at its own expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees. Permittee's indemnification of City shall not be limited by any prior or subsequent declaration by the Permittee.

Permittee hereby agrees to and shall release, hold harmless and defend City, its elective and appointive boards, officers, agents and employees against any claim, and in any suit or proceeding, at law or in equity, for damages caused, or alleged to have been caused, by actions taken or alleged to have been taken, or in any way related to or arising from actions taken, under this permit by Permittee directly or by his/her/their agent(s), contractor(s), or agents or employees of same. Permittee further agrees to and shall indemnify and hold harmless City, its elective and appointive boards, officers, agents and employees, as indemnities, for any claim, suit or proceeding submitted, brought or instituted against City as a result of actions taken, or alleged to have been taken, or in any way related to or arising from actions taken, under this permit, including, but not limited to, any asserted liability for loss of or damage to property or for personal injury, including death.

The undersigned Permittee hereby accepts the foregoing encroachment permit upon the terms and conditions stated herein and agrees to comply with all stated terms and conditions and with all applicable laws, including any applicable provision of the Chula Vista Municipal Code. It is further agreed that if any part of Permittee's Encroachment or Permittee's rights under this encroachment permit should interfere with

the future use of the City's easement/property by the general public, it must be removed or relocated at Permittee's expense and such right shall be terminated as and when indicated by City. City agrees to cooperate with the County in the identification and implementation of an alternative route for the Encroachment to allow for uninterrupted sewer service at the park served by the Encroachment.

In the event of a dispute arising as to the terms or interpretation of this permit, the City Engineer shall resolve said dispute in his sole and unfettered discretion, reasonably applied.

(End of page. Next page is signature page.)

DRAFT

SIGNATURE PAGE FOR PE20-0114

CITY OF CHULA VISTA:

Permit approved by:

William S. Valle
Director of Engineering/City Engineer

Date _____

(City Clerk to attach acknowledgment.)

PERMITTEE:

By: _____

Date: _____

Authorized Signatory
Name:
Title:

By: _____

Date: _____

Authorized Signatory
Name:
Title:

*(Notary to attach acknowledgment for each signature.)
(Corporate Authority required for each Signatory, if applicable.)*

Exhibit C

IMPORTANT NOTIFICATION

**PUBLIC WORKS/INSPECTION SERVICES WILL BE
CLOSED DURING DESIGNATED CITY HOLIDAYS
NO INSPECTIONS WILL BE PERFORMED**

Please be aware that the City of Chula Vista observes the following holidays and Public Works/Inspection Services will be closed on those days.

<u>HOLIDAY</u>	<u>MONTH</u>
Christmas Day	December
New Year's Day	January
Martin Luther King Jr. Birthday	January
Cesar Chavez	March
Memorial Day	May
Independence Day	July
Labor Day	September
Veteran's Day	November
Thanksgiving & Day After Thanksgiving	November

As specified in Section 6-7.2 of the Standard Specifications for Public Works Construction ("Greenbook"), the above holidays are not working days. Therefore, **INSPECTION SERVICES WILL NOT BE PROVIDED ON THE ABOVE DAYS.**

You must arrange all construction work to avoid performing work that requires inspection (including traffic control work) on the above days. As specified in Section 2-11 of the Greenbook, "Work shall be done only in the presence of the Engineer.... Any work done without proper inspection will be subject to rejection."

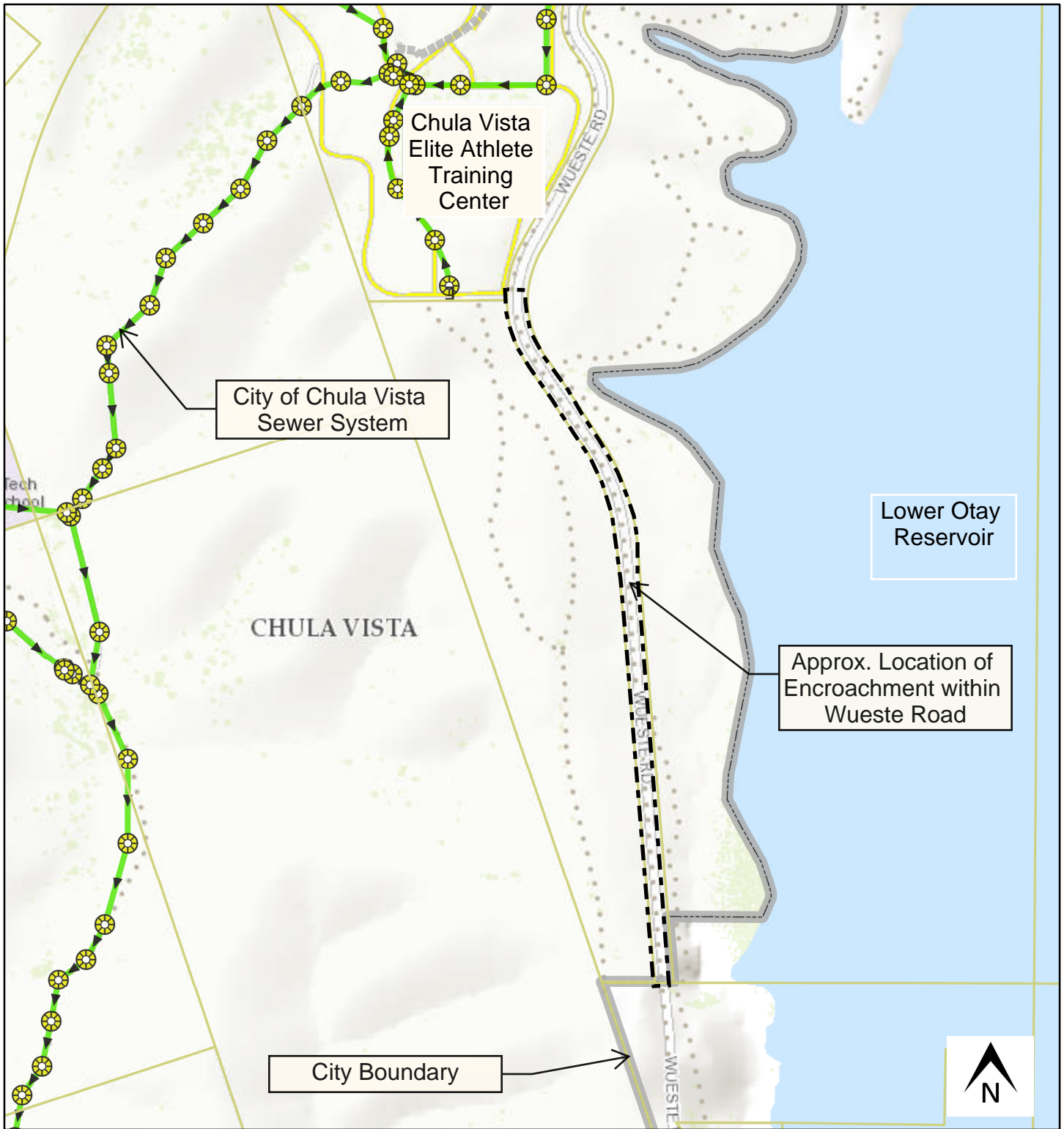
If you should have any questions, please call (619) 397-6128. Thank you.

EXHIBIT A

LEGAL DESCRIPTION

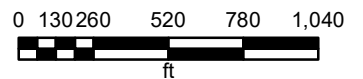
Fractional Lot 3 and portions of fractional Lots 1 and 2 and a portion of the Northeast Quarter of the Northeast Quarter of Section 13 in Township 18 South, Range 1 West, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof and the Westerly 150.00 feet of fractional Lot 5 of Section 18 in Township 18 South, Range 1 East, San Bernardino Meridian.

APN: 644-100-19-00



Encroachment Permit PE20-0114

LOCATION OF ENCROACHMENT WITHIN WUESTE ROAD OF THE PROPOSED COUNTY OF SAN DIEGO SEWER LATERAL FOR THE SERVICE OF THE OTAY LAKES COUNTY PARK



Date Printed:
July 30, 2020

