

Recording requested by, and
After recordation, mail to:
Padre Dam Municipal Water District
P. O. Box 719003
Santee, California 92072-9003

Documentary Transfer Tax:
None

APN:
DWG:

GRANT OF EASEMENT TO PADRE DAM
MUNICIPAL WATER DISTRICT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Grantor NAME, hereby GRANTS to PADRE DAM MUNICIPAL WATER DISTRICT, a state agency formed under the Municipal Water District Law of 1911, as amended, as Grantee, a permanent easement for the purpose of laying underground water pipelines and laterals, main sewer lines, sewer trunk lines, collection lines and laterals, sewer manholes and other underground and surface structures appurtenant to said water and sewer lines, 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 situated wholly within the County of San Diego, State of California, and is more particularly described as follows:

SEE EXHIBIT 'A' & '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 its use by Grantee; provided; however, that Grantor shall not increase or decrease or permit to be increased or decreased the ground elevations of said easement existing at the time this document is executed, nor shall Grantor plant any trees, construct or permit to be constructed any building, structure, concrete slab, concrete pavement, improvement or other encroachment upon said easement without the previous written consent of Grantee. Grantee may remove from the easement any tree, building, structure, concrete slab, concrete pavement, improvement or other encroachment, and the cost of such removal shall be the sole responsibility of Grantor who shall reimburse Grantee for such costs. If any water, sewer or other facilities of Grantee under any concrete pavement should need to be repaired or maintained in any way, Grantor shall reimburse Grantee for all costs incurred in sawing, removing and/or replacing such concrete. Grantor may use said land as a driveway and to the extent of such use may surface or pave the area with asphalt, but not with concrete, subject to the foregoing restrictions as to changes in existing ground elevation. Grantor waives any right under Civil Code section 845, and any other right, to compel Grantee to repair, grade, surface or otherwise improve or maintain said easement as a roadway or private right-of-way. Grantor may, at the sole expense of Grantor, and subject to Grantee's written consent, relocate Grantee's facilities in the event that they conflict with the future development of said property, provided that Grantor does not cause the discontinuance of service to any area being served and Grantee receives, without expense to Grantee, an easement comparable to this easement for said relocated facilities.

Date: _____

By: _____
NAME

Date: _____

By: _____
NAME

This is to certify that the foregoing interest in real property conveyed to Padre Dam Municipal Water District is hereby accepted by the undersigned officer on behalf of the Board of Directors of Padre Dam Municipal Water District pursuant to authority conferred by Resolution No. 97-31 of said board adopted on May 27, 1997, and the grantee consents to recordation thereof by its duly authorized officer.

Date: _____

By: _____

Albert C. Lau, P.E.

Director of Engineering and Planning

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

