

**RECORDING REQUESTED BY:**  
Padre Dam Municipal Water District

**MAIL RECORDED DOCUMENT TO:**  
Padre Dam Municipal Water District  
P.O. Box 719003  
Santee, California 92072-9003  
Attn: Right of Way Department

Exempt from recording fee pursuant to  
Gov. Code, § 27388.1(a)(2)(D)

APN: ###-###-##

## **ENCROACHMENT AGREEMENT**

THIS DOCUMENT IS RECORDED AS A BENEFIT TO PADRE DAM MUNICIPAL WATER DISTRICT AND IS EXEMPT FROM RECORDING FEE PURSUANT TO SECTION 27388.1(a)(2)(D) OF CALIFORNIA GOVERNMENT CODE

This Encroachment Agreement (“Agreement”) is entered into by **PADRE DAM MUNICIPAL WATER DISTRICT**, a municipal water district of the State of California (hereinafter referred to as “Padre Dam”), and **OWNER** (hereinafter referred to as Owner, in view of the following facts:

### **RECITALS**

- A. Owner is the property owner of **ADDRESS**, Assessor’s Parcel Number **###-###-##** (“Property”) as described and shown in **Exhibit A**.
- B. Padre Dam is the owner of easement over a portion of Property pursuant to a grant of easement recorded on **DATE**, as document number **Year-#####**, in the official records of the San Diego County (“Padre Dam’s Easement”).
- C. Owner intends to or has constructed improvements consisting of \_\_\_\_\_ (“Improvements”) crossing Padre Dam’s Easement, as depicted in **Exhibit B**.
- D. Padre Dam is willing to consent to the location and construction of said Improvements upon the terms provided for in this Agreement.
- E. Owner agrees that this Agreement is made only to the extent of Padre Dam’s interest in the Easement. Owner may be required to obtain authority from other entities having other interests in the Property. Owner is responsible to investigate and acquire appropriate authorizations from other Parties having an interest in the Property.

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

## **AGREEMENT**

1. **Permission.** Padre Dam hereby consents to Improvements by Owner in the Property, provided that construction, use and maintenance does not interfere with any facilities of Padre Dam in the Property.
2. **Revocation.** Padre Dam may revoke its consent upon 30 days' written notice to Owner, and Owner shall thereupon remove the Improvements at no expense to Padre Dam.
3. **Cost to Remove.** Owner agrees that if, for any reason (including failure to remove said Improvements by Owner pursuant to paragraph 2, above) the Improvements must be removed or otherwise disturbed in order for Padre Dam to utilize its Property, including, but not limited to, maintenance, repair and replacement of facilities and appurtenances in the Property, Owner shall reimburse Padre Dam for all costs incurred and damages suffered by Padre Dam by reason of the Owner's Improvements.
4. **Damages.** Padre Dam shall not be liable for any damages to the improvements of Owner or to any other property that may result from the installation, maintenance or use of Owner's improvements or the removal by Padre Dam, which damages shall remain and be the sole responsibility of Owner.
5. **Reimbursement.** Owner shall reimburse Padre Dam for all costs incurred and damages suffered by Padre Dam by reason of the Owner's Improvements.
6. **Indemnification.** Owner shall indemnify and hold harmless Padre Dam, its directors, officers, employees and agents, against and from any and all claims or actions brought by any persons as a result of the Improvements, or as a result of Padre Dam's actions to gain access to its improvements, and Owner shall reimburse Padre Dam, and its directors, officers, employees and agents, for any and all costs and expenses, including reasonable attorney's fees, incurred in defending any such claim or action or enforcing the provisions of this Agreement, excepting any loss, damage or expense and claims for loss, damage or expense resulting from the negligent act or acts of Padre Dam, its contractor, officers, agents or employees.
7. **Assignment.** This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
8. **Interpretation.** If any section or part of this Agreement is found to be unenforceable or invalid, that section or part shall be stricken from this Agreement and the remainder may be enforced according to its terms.
9. **Attorney Fees.** If there is any breach of this agreement, the prevailing party shall be entitled to attorney fees.

IT IS AGREED.

**“OWNER”  
NAME**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**PADRE DAM MUNICIPAL WATER DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mark Niemiec, P.E.

Its: Director of Engineering & Planning



**ACKNOWLEDGMENT**

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, \_\_\_\_\_ (insert name and title of the officer) personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ ( S e a l )

**EXHIBIT A**  
OWNER'S PROPERTY  
LEGAL DESCRIPTION

**EXHIBIT B**  
ENCROACHMENT