

Recording Requested by
And When Recorded, Return to:

RINCON DEL DIABLO MUNICIPAL
WATER DISTRICT
1920 N. Iris Lane
Escondido, CA 92026-1399

Rincon del Diablo Municipal Water District

ENCROACHMENT PERMIT

Reference: **Assessor's Parcel Number** _____

1. Subject first to the applicable law, and second, to the rules and regulations of the Rincon del Diablo Municipal Water District ("RINCON"), which by reference are made a part hereof, this encroachment permit is hereby granted to **owner(s) name(s) per title report**, ("PERMITTEE") to **(brief description of encroachments)** ("IMPROVEMENTS") over and across RINCON'S easement described in that certain document recorded **(date, document number)** of Official Records of San Diego County ("EASEMENT"), over and across that certain real property ("REAL PROPERTY" located in the County of San Diego, State of California, and more particularly described as follows:

(Insert legal description of property)

PERMITTEE understands and acknowledges that:

- (a) If PERMITTEE is not the owner of the REAL PROPERTY, PERMITTEE must obtain an EASEMENT from the OWNER of the REAL PROPERTY and record the EASEMENT in the Official Records of San Diego County, California; and
- (b) RINCON has no right or authority to grant PERMITTEE the right to use the REAL PROPERTY as set forth in this encroachment permit. A condition precedent to the effectiveness of this document is PERMITTEE obtaining an EASEMENT from the OWNER of the REAL PROPERTY and within three (3) business days of attaining such EASEMENT, delivering a copy of

the same to RINCON. PERMITTEE covenants and agrees to indemnify and defend and hold RINCON harmless from and against any and all costs, claims, demands, losses, liabilities or expenses (including attorney's fees) arising as a result of the use of the REAL PROPERTY, a failure to obtain an EASEMENT from the OWNER and to record the same with the County Recorder of San Diego, California.

2. This permit has been issued by RINCON and is limited to that portion of said EASEMENT as follows:

The improvements shall be (DESCRIBE IN DETAIL APPROVED ENCROACHMENTS).

3. PERMITTEE, by acceptance hereof, waives the right of claim, loss, damage or action against RINCON arising out of or resulting from revocation, termination, removal of the Improvements or any action of RINCON, its Officers, Agents or Employees taken in accordance with the terms hereof. PERMITTEE, by acceptance hereof, and as a material part of RINCON'S decision to issue an encroachment permit, hereby assumes all risk of damage to the Improvements in, upon, or about the EASEMENT arising, from any cause attributable to RINCON'S exercise of its right hereunder or in the Grant of Easement and the PERMITTEE hereby, waives all claims in respect thereof against RINCON.
4. PERMITTEE shall at all times indemnify and save harmless RINCON against and pay in full all loss, damage or expense that RINCON may sustain, incur or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of this encroachment, including any such loss, damage or expense arising out of (a) loss or damage to property, including property of RINCON, (b) injury to or death of persons, (c) mechanics' or other liens of any character, or (d) taxes or assessments of any kind.
5. All the covenants and provisions of this instrument shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the parties.
6. PERMITTEE agrees that no other EASEMENT or encroachment shall be granted on, under or over said lands without the previous written consent of RINCON.
7. PERMITTEE hereby agrees that its use of the REAL PROPERTY will not be in derogation of RINCON'S EASEMENT. Further, PERMITTEE agrees that it shall not damage RINCON'S facilities or interfere with the business or activities of RINCON or its agents and/or contractors with respect to RINCON'S EASEMENT

as determined in RINCON'S sole and absolute discretion.

8. RINCON reserves the right and privilege to terminate this Permit at any time in the event RINCON determines, in its sole and absolute discretion, that the PERMITTEE'S use is not compatible with RINCON'S right to use its EASEMENT of the REAL PROPERTY. The use provided for herein shall cease and expire upon thirty (30) days written notice from RINCON to PERMITTEE.
9. PERMITTEE hereby vests RINCON with the power to record a Termination of Encroachment Permit or Quitclaim Deed or other like or similar document. PERMITTEE hereby appoints RINCON as his/her/its true and lawful attorney in fact to act in his/her/its name, place and stead and for his/her/its benefit to record such document, it being understood that such appointment is coupled with an interest and is hereby irrevocable.

IN WITNESS WHEREOF, the parties executed this instrument as of _____,
20__.

RINCON

BY _____ BY _____

OWNER

BY _____ BY _____

(Note: Signatures must be notarized)

(Attorney Rev. 8/1/03)