

Recording requested by:  
San Dieguito Water District

When recorded, mail to:  
District Secretary  
San Dieguito Water District  
P O Box 231010  
Encinitas, CA 92023-1010

**COVENANT REGARDING  
ENCROACHMENT PERMIT NO. \_\_\_\_**

Assessor's Parcel No. \_\_\_\_\_

An encroachment permit is hereby granted to the Permittee designated in paragraph one, Attachment "A", as the owner of the Benefitted Property described in paragraph two, Attachment "A", to encroach upon District Easement or Property described in paragraph three, Attachment "A", as detailed in the diagram, Attachment "B". Attachments "A" and "B" are hereby incorporated herein by this reference as though fully set forth at length. In consideration of the issuance of this encroachment permit, Permittee hereby covenants and agrees, for the benefit of the District, as follows:

1. This covenant shall run with the land and be binding upon and inure to the benefit of the future owners, encumbrancers, successors, heirs, personal representatives, transferees, and assigns of the respective parties.
2. Permittee shall use and occupy the District Easement or Property only in the manner and for the purposes described in paragraph four, Attachment "A".
3. By accepting the benefits herein, Permittee acknowledges that whatever rights and obligations are possessed by the San Dieguito Water District ("District" herein) with respect to the District's Easement or Property shall remain and continue in full force and effect and shall in no way be affected by the District's grant of permission to encroach.
4. The term of this encroachment permit is indefinite and may be revoked by the District or abandoned by Permittee at any time. The District shall mail written notice of revocation to Permittee, addressed to the Benefitted Property which shall set forth the date upon which the benefits of encroachment permit are to cease.
5. The encroachment shall be installed and maintained in a safe and sanitary condition at the sole cost, risk and responsibility of the Permittee and successors in interest without exception, including, but not limited to, any damages to, or arising from, the encroachment caused by the District's maintenance or construction requirements.
6. The Permittee shall at all times indemnify and save the District free and harmless from and pay in full, any and all claims, demands, losses, damages or expenses that the District may sustain or incur in any manner resulting from the construction, maintenance, state of use, repair or presence of the structure installed hereunder, including any loss, damage or expense arising out of (1) loss of or damage to property, and (2) injury to or death of persons; excepting any loss, damage or expense and claims for loss, damage or expense resulting in any manner from the negligent act or acts of the District, its contractors, officers, agents or employees.
7. District is entitled to remove all or a portion of the encroachment by Permittee in order to repair, replace or install public improvements. District shall have no obligation to pay for or restore Permittee's encroachments.

8. Whenever it is determined by the District that the District's Easement or Property can not be economically used or maintained due to the presence of the encroachment, the Permittee agrees to provide an alternate right-of-way and/or to relocate the District's Easement or Property to a new alignment, all without cost or expense to the District.
9. Permittee agrees to indemnify and hold the District harmless from and against all claims, demands, costs, losses, damages, injuries, litigation, and liability arising out of or related to the use, construction, encroachment or maintenance to be done by the Permittee or Permittee's agents, employees or contractors on District Easement or Property.
10. Upon abandonment or revocation, Permittee shall, at no cost to the District, return District Easement or Property to its pre-permit condition within the time specified in the notice of revocation or prior to the date of abandonment.
11. If Permittee fails to restore the District Easement or Property, the District shall have the right to enter upon the District Property, after notice to the Permittee, delivered at the Benefitted Property, and restore the District Easement or property to its pre-permit condition to include the removal and destruction of any improvements and Permittee agrees to reimburse the District for the costs incurred.
12. The Permittee shall maintain a policy of liability insurance in an amount satisfactory to the District in order to protect the District from any potential claims which may arise from the encroachment.
13. If either party is required to incur costs to enforce the provisions of this covenant, the prevailing party shall be entitled to full reimbursement for all costs, including reasonable attorney's fees.
14. Permittee agrees that Permittee's duties and obligations under this covenant are a lien upon the Benefitted Property. Upon 30-day notice, and an opportunity to respond, the District may add to the tax bill of the Benefitted Property any past-due financial obligation owing to District by way of this covenant.
15. Permittee waives the right to assert any claim or action against the District arising out of, or resulting from, improvements or any other action by the District, its officers, agents, or employees taken in a non-negligent manner, in accordance with the terms of this permit.
16. Permittee recognizes and understands that this permit may create a possessory interest subject to property taxation and that the permittee may be subject to the payment or property taxes levied on such interest.
17. As a condition precedent to Permittee's right to go upon the District Easement or Property, this permit must first be signed by the Permittee, notarized, executed by the District and recorded with the County Recorder of the County of San Diego. The recording fee shall be paid by Permittee.

Approved and issued by the San Dieguito Water District in Encinitas, California, this \_\_\_\_\_ day of \_\_\_\_\_

AGREED AND ACCEPTED:

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

---NOTARIZATION REQUIRED---

ISSUED:

SAN DIEGUITO WATER DISTRICT

\_\_\_\_\_  
By: Kerry L. Miller  
District Manager

\_\_\_\_\_  
Date

---NOTARIZATION REQUIRED---

ATTACHMENT "A" TO COVENANT  
REGARDING ENCROACHMENT PERMIT NO. \_\_\_\_

PARAGRAPH ONE:

Permittee

PARAGRAPH TWO:

Benefitted Property

PARAGRAPH THREE:

District Easement or Property

PARAGRAPH FOUR:

Purpose