

RECORDING REQUESTED BY
RAMONA MUNICIPAL WATER DISTRICT

WHEN RECORDED PLEASE MAIL TO:

RAMONA MUNICIPAL WATER DISTRICT
P.O. BOX 1829
RAMONA, CA 92065-0916

FOR RECORDER'S USE ONLY

Pursuant to Government Code section 27383, no fees shall be charged by the recorder for services rendered to the State, to any municipality, county if the State or other political subdivision thereof. Also see 54 Ops. Att. Gen 28, 11-3-71 Ramona Municipal Water District is a municipal water organized and existing pursuant to Water Code section 71000 et.seq.

ASSESSOR PARCEL NO.(s) _____

PROJECT No. _____

DWG NO. _____

**GRANT OF EASEMENT AND RIGHT-OF-WAY FOR
UTILITY PIPELINES AND APPURTENANCES**

_____, hereinafter designated Grantor, owner of the hereinafter described lands, for a valuable consideration, does hereby GRANT and CONVEY to RAMONA MUNICIPAL WATER DISTRICT, herein designated Grantee, a perpetual easement and right-of-way upon, through, under, over and across the hereinafter described real property for the ingress and egress, installation, construction, operation, maintenance, repair, replacement, and reconstruction of water, sewer, and/or recycled water pipeline or pipelines, and all fixtures or appurtenances incidental thereto, together with the perpetual right to remove buildings, structures, trees, bushes, soil, undergrowth, flowers, and any other obstruction the Grantee deems are interfering with the use of said easement and right-of-way by Grantee, its successors or assigns.

To have and to hold said easement and right-of-way unto itself and unto its successors and assigns forever, together with the right to convey said easement, or any portion of said easement, to other public agencies.

Grantor agrees that no other easement or easements shall be granted on, under or over said land by Grantor, without the previous written consent of Grantee.

The real property referred to herein and made subject to said easement and right-of-way by this grant is situated in the County of San Diego, State of California, and is more particularly described as follows:

See Exhibit "A" Legal Description and Exhibit "B" Plat Map attached hereto and incorporated herein.

The Grantor reserves the right, at his own risk, to use the surface of the above-described real property in a manner that will not interfere with or be detrimental to the use of said easement and right-of-way by Grantee, its successors and assigns, 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 in the form of an encroachment permit. 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.

Grantor waives any right under California 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. Notwithstanding California Civil Code section 845, Grantor hereby covenants and agrees for itself, its heirs, successors and assigns, that Grantor will be responsible for maintaining the easement to the satisfaction of the Grantee and at Grantor's sole expense, including but not limited to, weeding in the easement, maintaining surface improvements, and painting and maintaining easement gates and marker posts.

Should Grantor fail to maintain the easement to the satisfaction of Grantee, in Grantee's sole discretion, Grantee shall provide Grantor with written notice and Grantor shall perform the requested maintenance to the satisfaction of Grantee within ninety (90) days of receiving the written notice. Should Grantor fail to perform the requested maintenance to the satisfaction of the Grantee, in its sole discretion, Grantee may perform the work necessary, in which case, Grantor shall pay for all time and materials required to perform the work.

The Grantee hereby covenants and agrees that the Grantor may remove any conflicting improvements the Grantee makes after the pipeline is installed at the Grantor's expense and any removals shall be the responsibility of the Grantor.

Executed this _____ day of _____, 20_____.

GRANTOR(S) :

By: _____

By: _____

**CERTIFICATE OF ACCEPTANCE
UNDER SECTION 27281 OF THE
CALIFORNIA GOVERNMENT CODE**

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from _____, to Ramona Municipal Water District, a governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the board of Directors of Ramona Municipal Water District pursuant to authority conferred by resolution of said Board of Directors adopted on December 13, 1977, and the grantee consents to recordation hereof by its duly authorized officer.

Dated: _____

RAMONA MUNICIPAL WATER DISTRICT
By
