PUBLIC UTILITY EASEMENT DEED

APN

Documentary Transfer Tax $ 0$; No Apparent Value or Common Area

“No Fee Required” (Government Code Section 6103 & 27383) recorded for the benefit of: The City of Thousand Oaks

City of Thousand Oaks, by: (signature required above this line)

For a valuable consideration, receipt of which is hereby acknowledged,

(Owner’s Name)

herein referred to as “GRANTOR”, hereby GRANT(S) to the CITY OF THOUSAND OAKS, CALIFORNIA, a municipal corporation, a public utility easement and right-of-way to lay, construct, repair, maintain, operate, renew and replace pipelines and appurtenances incidental thereto (herein referred to as “facilities”) for the conveyance of water, wastewater, stormwater and telecommunication with right of ingress and egress to and from same, in, over, under and across the easement.

GRANTOR agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement, or maintenance of any buildings, planter boxes, earthfill, large trees, large shrubs, block walls, concrete pavement, decking, structures and/or other similar improvements that would unreasonably interfere with the ability of CITY to obtain access to the easement for the purposes of repair, replacement, or installation of facilities.

CITY and its contractors, agents and employees, shall have the right to trim or cut tree roots and vegetation as may endanger or interfere with the function of this easement and shall have free access to the facilities and every part thereof, at all times, for the purpose of exercising the rights granted herein. In doing work on property of the GRANTOR, CITY will conduct work in such a manner as will cause the least injury to the surface of the ground or surface around construction area, and will replace the earth so removed, and will restore the surface of the ground to as near a condition as existed prior to such work as is practicable.
In the event prohibited structures and/or improvements are installed or planted within the easement area, CITY may require GRANTOR to remove same and, if GRANTOR does not comply, CITY may cause removal and charge costs back to GRANTOR.

The real property for the public utility easement is fully described in Exhibit “A” attached hereto and made a part hereof by reference.

IN WITNESS WHEREOF, this Public Utility Easement Deed is executed by the undersigned this _____ day of _____________, 20__.

Signature(s) must be acknowledged by a Notary Public.

STATE OF CALIFORNIA )
COUNTY OF _____________ )

On ________________________, before me, a Notary Public in and for said County and State, 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 ________________________________