



AUG 07, 2008 8:06 AM

OFFICIAL RECORDS
 SAN DIEGO COUNTY RECORDER'S OFFICE
 GREGORY J. SMITH, COUNTY RECORDER
 FEES: 26.00

PAGES: 6



THE CITY OF SAN DIEGO

RECORDING REQUESTED BY:
THE CITY OF SAN DIEGO
 AND WHEN RECORDED MAIL TO:

City of San Diego
 Development Services Department
 1222 First Ave., MS-501
 San Diego, CA 92101

F8
 WP
 IC

2111

(THIS SPACE FOR RECORDER'S USE ONLY)

ENCROACHMENT MAINTENANCE AND REMOVAL AGREEMENT

P.T.S. APPROVAL NUMBER 549155

P.T.S. PROJECT NUMBER: 151936

In accordance with the provisions of Section 129.0715 of the San Diego Municipal Code, this agreement is made by and between the City of San Diego, a Municipal Corporation [City] and the owner or owner's duly authorized representative of real property [Property Owner], located at _____
 2717 Hidden Valley Road, La Jolla, CA 92014

(Property Address)

and more particularly described as Lot 1 of Hidden Valley View, Map 4718

(Legal Description)

in the City of San Diego, County of San Diego, State of California [Property].

In consideration of the grant of permission by the City of San Diego to encroach into the public right-of-way [ROW] by installing and maintaining private improvements, to wit: 4 PRIVATE SIDEWALK UNDERDRAINS
4 PRIVATE STREET TREES, PRIVATE HEDGES, LANDSCAPING AND IRRIGATION

(Describe Improvement)

[Encroachment] over, under, and across the ROW for the use and benefit of the Property, Property Owner covenants and agrees with the City Of San Diego as follows:

- (a) This agreement shall run with the land.
- (b) The Encroachment shall be installed and maintained in a safe and sanitary condition at the sole cost, risk and responsibility of the Property Owner(s) and the successors in interest.
- (c) With respect to any liability, including but not limited to claims asserted, demands, causes of action, costs, expenses, losses, attorney fees, damages, expenses or payments that the City may sustain or incur in any manner for damages or injuries, including those to any person (including disability, dismemberment, illness damages, or death) or property, arising from, related to, or resulting from the construction, maintenance, state of use, repair, or presence of the Encroachment, the Property Owner agrees to defend, indemnify, protect and hold harmless the City, its agents, officers, and employees from and against any and all liability.

(Continued on Page 2)

Also covered by this Section is liability arising from, related to, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees that may be in combination with active or passive negligent acts or omissions of the Property Owner, its employees, agents or officers, or any third party. The Property Owner's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

Property Owner further agrees to pay any and all costs the City incurs to enforce the indemnity and defense provision above.

- (d) The Property Owner(s) shall remove, relocate or restore the Encroachment as directed by the City Engineer within thirty (30) calendar days of written notice from the City, or in the case of an emergency, as determined by the City, the City may request that the work be done immediately or within less than thirty (30) calendar days. If the Property Owner(s) fails to remove, relocate or restore or otherwise comply with the direction of the City Engineer regarding the Encroachment, the City may cause the work to be done, and the costs thereof shall be a lien against the property. The City's request to remove, relocate, or restore the encroachment shall not be arbitrary or without reason.
- (e) For structures encroaching over or under a public facility within a right-of-way or easement, the owners agree to provide an alternate right-of-way and to relocate said public facility to a new alignment, all without cost or expense to the City, whenever it is determined by the City that the Facility cannot be economically placed, replaced, or maintained due to the presence of the Encroachment.
- (f) Whatever rights and obligations were acquired by the City with respect to the rights-of-way shall remain and continue in full force and effect and shall in no way be affected by the City's grant of permission to construct and maintain the Encroachment.
- (g) The property Owner shall maintain a policy of liability insurance with the City of San Diego and its respective elected officials, officers, employees, agents, and representatives named as additional insureds, in an amount approved by the city, which will protect the City from any potential claims that may arise from the Encroachment.

Todd Lessor
(Signature)

See Attached Exhibit(s): "A" & "B"

See Drawing Number(s): 34799-D

Todd Lessor
(Print Name & Title)

OWNER
(Company Organization Name)

April 22, 2008
(Date)

APPROVED:

[Signature]
City Control Engineer

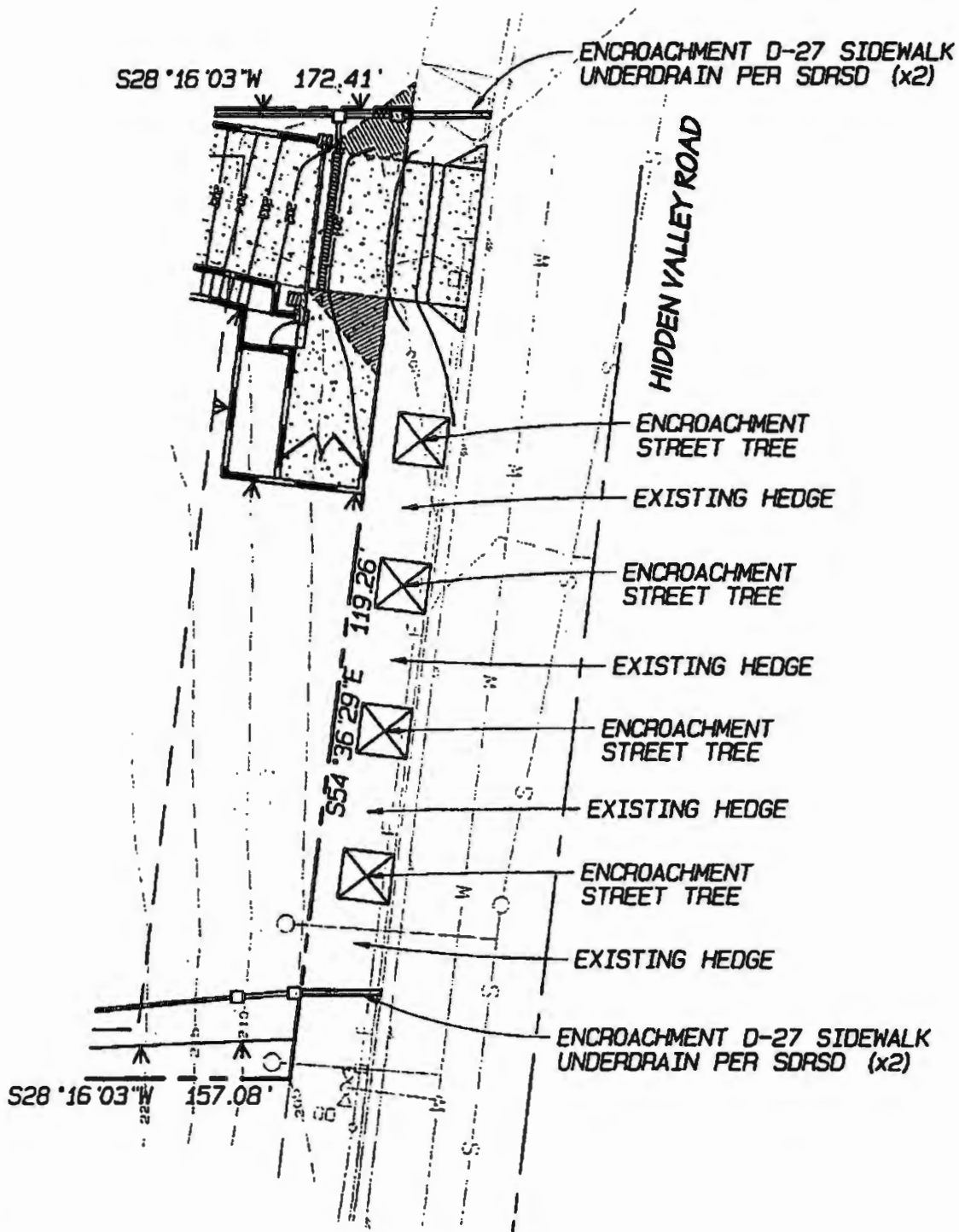
Date:

8/4/08



EXHIBIT A

2113



LEGAL DESCRIPTION

LOT 1 OF HIDDEN VALLEY VIEW, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 4718, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 17, 1961.



VICINITY MAP

NOT TO SCALE

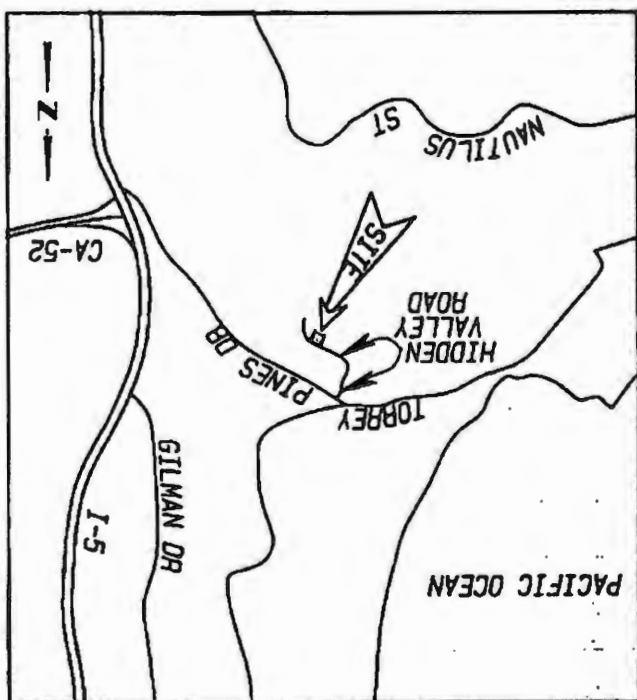


EXHIBIT B

2114

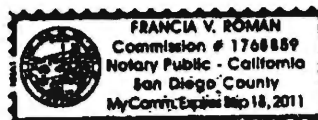
2115X

Certificate of Acknowledgement

State of California)
 County of San Diego)

On 5-5-08 before me, FRANCIA V. ROMAN Notary
 Public, personally appeared Todd LEONARD LESSER
 who proven 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.

Notary signature

Francia V. Roman (seal)

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent
 fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title or Type of Document: Encroachment, Maint. Removal Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Todd L.

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

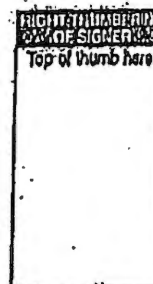
☐ Attorney-In-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



2115A

Package Copy

Encroachment Maintenance & Removal Agreement

Version 1

LDR-Drainage & Grades



1433479

Project

Lesser Residence G/PI



151936

PM: Vega, Jama

687-5935

Review Cycle

Cycle 18

LDR-Drainage & Grades(Submit)



THE CITY OF SAN DIEGO

Development Services

1222 First Avenue, San Diego, CA 92101-4154