



**Sacramento Regional County Sanitation District**  
**Easement Encroachment Policy**

<b>Category</b>	Policy
<b>Revision cycle</b>	36 Months
<b>Key Stakeholders</b>	Regional San staff
<b>Approving Authority</b>	Prabhakar Somavarapu, District Engineer
<b>Sponsor</b>	Ruben Robles, Director of Regional San Operations
<b>Owner</b>	Dave Ocenosak, Principal Engineer Architect

APPROVED:

Prabhakar Somavarapu  
District Engineer

10/13/2016

Date

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# Regional San Easement Encroachment Policy

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## I. Introduction

Regional San owns numerous easements to accommodate its facilities. Any structure or improvement constructed, installed, or established in a Regional San easement that may interfere with Regional San's easement rights is considered an easement encroachment. Some easement encroachments are authorized by Regional San prior to installation and others are installed without Regional San's knowledge.

This policy provides guidance for evaluating and responding to:

- Existing unauthorized easement encroachments
- Proposed new easement encroachments

## II. Existing Unauthorized Easement Encroachments

Some property owners are unaware of existing Regional San easements on their properties and may have constructed or placed improvements within the easement area that conflict with Regional San's easement rights. Depending on the nature of the unauthorized encroachment, it may be left in place or require removal or modification when discovered.

### A. Easement Encroachments Requiring Immediate Removal or Modification

Upon discovery, Regional San requires removal or modification of unauthorized easement encroachments that meet any of the following criteria:

- Presents a safety hazard to Regional San personnel
- Presents a risk of damage to Regional San assets
- Adversely impacts Regional San's immediate exercise of its easement rights

### B. Easement Encroachments Left in Place

Easement encroachments that do not meet any of the criteria identified in Section II.A of this policy will be left in place. This approach acknowledges the following:

- The benefits of removing encroachments that are not likely to impact Regional San do not outweigh the potential property impacts or the associated administrative burden to proactively address these encroachments.
- Many of Regional San's easements do not require frequent access or surface use. These encroachments may never impact Regional San activities or may be removed before Regional San needs to access the easement area.

### **III. Proposed New Easement Encroachments**

Property owners can request approval for the construction or placement of an improvement or structure within a Regional San easement area on their property. The proposed easement encroachment will be evaluated first to determine its impact to Regional San. If the impact to Regional San is negligible or acceptable, the easement encroachment can be approved by either a signature from the District Engineer or other authorized staff, or by execution of an easement-use agreement.

#### **A. Denial of Easement Encroachment Requests**

Regional San will deny requests for easement encroachments that impede easement access. The following list includes, but is not limited to, criteria used by Regional San to deny easement requests:

- Creates a safety hazard to Regional San personnel (at the sole discretion of Regional San)
- Creates a risk of damage to Regional San assets
- Prevents the operation or use of a Regional San facility
- Obstructs, or significantly increases the cost to access, a Regional San facility
- Is a structure intended for occupancy
- Requires environmental permitting or mitigation if removed or modified
- Violates any applicable public ordinance or code
- Is an in-ground swimming pool or spa (or portion of swimming pool or spa)
- Takes more than four hours to remove during an emergency using readily available equipment
- Adversely impacts Regional San's immediate or scheduled exercise of its easement rights

#### **B. Approval of Easement Encroachment Requests without Easement-Use Agreement**

Regional San may approve requests for easement encroachments with written approval from the District Engineer or other authorized Regional San staff. To qualify for this type of approval, the requested easement encroachment must not meet any of the denial criteria identified in Section III.A of this policy. It must also meet one of the following criteria:

- Is a plant or plants of a species approved by Regional San and required by a public agency as a development condition or other jurisdictional agency requirement
- Is commercially available and non-custom fencing or gating

The District Engineer, or authorized Regional San staff, may provide written approval by letter, signature on improvement plans, or other appropriate method.

**C. Approval of Easement Encroachment Requests by Easement-Use Agreement**

Regional San may approve requests for easement encroachments by executing an easement-use agreement with the property owner. Easement-use agreements may be used to approve requests for easement encroachments that meet both of the following criteria:

- Do not meet any of the denial criteria identified in Section III.A of this policy
- Do not meet the requirements for signature approval identified in Section III.B of this policy

Easement-use agreements will be executed by the District Engineer or the District Engineer's designee. Easement-use agreements will be in a form reviewed and approved by Regional San legal counsel.

Execution of an easement-use agreement will be contingent upon the property owner's acceptance of such stipulations and conditions deemed appropriate by Regional San to protect its assets and easement interests.

**IV. Emergency Situations**

**A. Removal**

Nothing in this policy will be construed to prevent Regional San from immediately removing any easement encroachment when such removal is required to address or respond to an emergency situation.

**V. Exceptions**

**A. Temporary Easements**

This policy does not apply to temporary easements held by Regional San.

**B. Utilities**

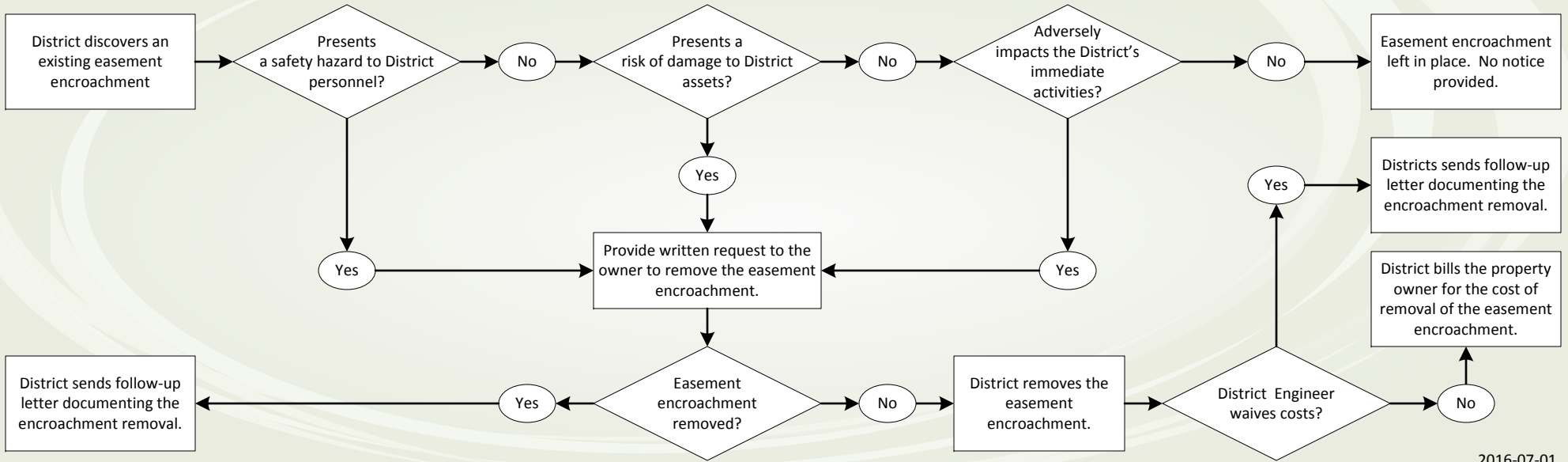
This policy does not apply to utilities within a private or public utility easement and meeting minimum crossing and separation criteria.

**C. District Engineer Authority**

The District Engineer has the authority to make exceptions to this policy if it is in the best interest of Regional San.

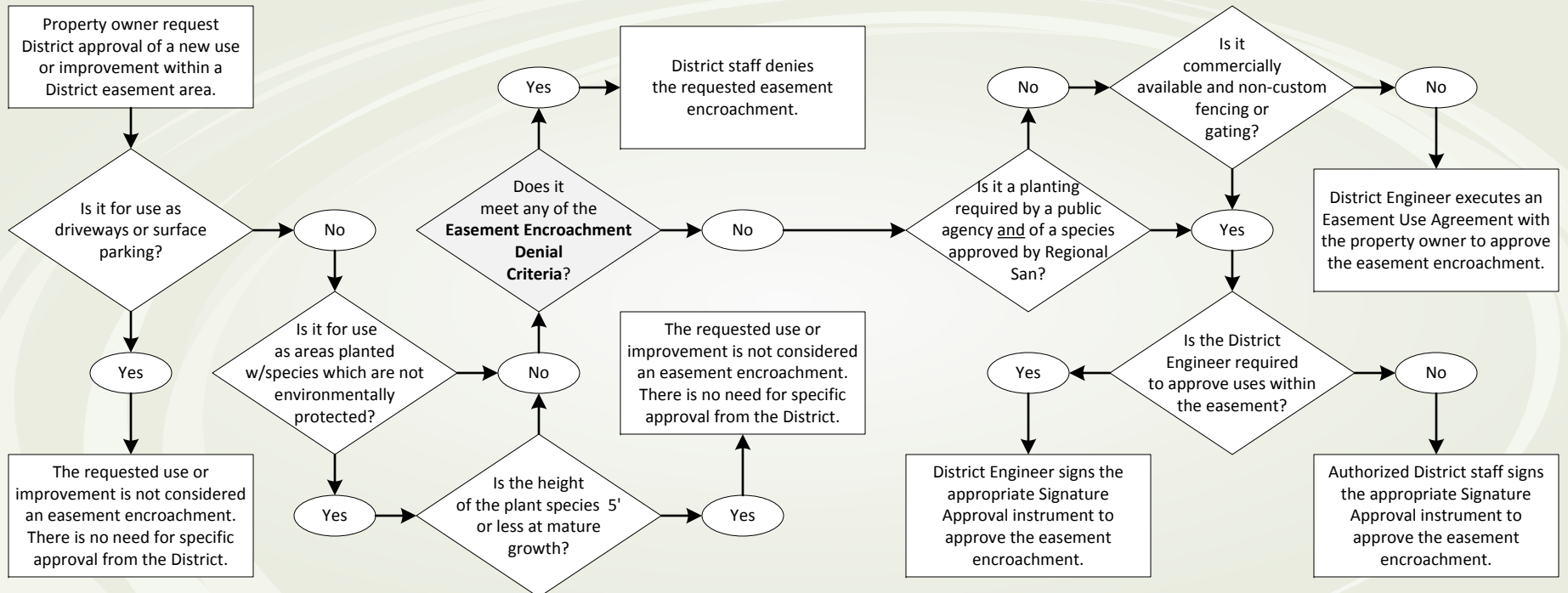
- Attachments:
1. Easement Use Review and Evaluation Processes Flow Chart
  2. Guidelines for Landscaping with Regional San Easements
  3. Easement-Use Agreement Template
  4. Easement for Sewer Template (Standard Excavation)

## Regional San: Review Process for Existing Unauthorized Easement Encroachments



2016-07-01

## Regional San: Evaluation of Proposed New Uses or Improvements within District Easements



2016-07-01

## **GUIDELINES FOR LANDSCAPING WITHIN REGIONAL SAN EASEMENTS**

Trees and/or deep-rooted shrubs shall not be permitted to be placed within existing Regional San easement areas where District infrastructure has less than 10-feet of cover. Where District infrastructure has greater than 10-feet of cover, planting trees and shrubs within the Regional San easement area may be acceptable with written approval of the District Engineer. Planting certain large trees and/or environmentally protected species of trees and/or shrubs will not be permitted. Plantings placed within the Regional San easement area may be required to install a root barrier system such as Biobarrier or Trifluralin fabric (or equal), between the sewer infrastructure and the trees.

The following is a list of tree species that may be acceptable to Regional San on a case by case basis. Site specific conditions shall be evaluated and include, but are not limited to, depth of pipeline cover, access structure clearance requirements, pipeline material and backfill type, age of District facility, and access needs associated with operations and maintenance activities. Regional San is not responsible for the replacement cost of landscape improvements removed or damaged during the maintenance and repair of its infrastructure contained within the easement area.

Potentially acceptable tree species:

- *Betula pendula* (European White Birch)
- *Cercis Canadensis* (Eastern Redbud)
- *Cornus florida* (White Flowering Dogwood)
- *Celtis sinensis* (Chinese Hackberry)
- *Lagerstroemia indica* Cultivars (Crape Myrtle)
- *Lagerstroemia fauriei* (Crape Myrtle)
- *Prunus cerasifera* 'Krauter Vesuvius'
- *Pyrus calleryana* Cultivars (Flowering Pear)
- *Pyrus kawakamii* (Evergreen Pear)
- *Acer platanooides* 'Cavalier' (Cavalier Pear)
- *Acer platanooides* 'Globe' (Globe Norway Maple)
- *Acer rubrum* Cultivars (Red Maple)

Additional plant species may be submitted for evaluation for use within Regional San easements.

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
REAL ESTATE DIVISION  
COUNTY OF SACRAMENTO  
3711 Branch Center Road  
Sacramento, CA 95827  
Mail Code: 63-002**

**No Fee Document – Per Government Code §6103  
No Document Transfer Tax – Per R & T Code § 11922**

### **EASEMENT USE AGREEMENT**

THIS EASEMENT USE AGREEMENT (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 200\_ (“Effective Date”) by and between the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT (“REGIONAL SAN”), a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 and \_\_\_\_\_.

#### **Recitals**

A. Pursuant to the permanent easement acquired by REGIONAL SAN, recorded in the Official Records of \_\_\_\_\_ County, California on \_\_\_\_\_ as Document No. \_\_\_\_\_, REGIONAL SAN is the holder of an easement over, under, upon and across the described easement area for sewer interceptor and ingress and egress purposes, as more particularly set forth in the Final Order of Condemnation and more particularly described in Exhibit “A” attached hereto and hereby made a part hereof (the “Easement Area”).

*or*

A. Pursuant to that certain Final Order of Condemnation entered in the action entitled \_\_\_\_\_, \_\_\_\_\_ County Superior Court Case Number \_\_\_\_\_, recorded in the Official Records of \_\_\_\_\_ County, California on \_\_\_\_\_ as Document No. \_\_\_\_\_, REGIONAL SAN is the holder of an easement over, under, upon and across the described easement area for sewer interceptor and ingress and egress purposes, as more particularly set forth in the Final Order of Condemnation and more particularly described in Exhibit “A” attached hereto and hereby made a part hereof (the “Easement Area”).

B. The Final Order of Condemnation includes easement scope language which requires the property owner to obtain REGIONAL SAN’s written approval of all improvements that are constructed and installed within the Easement Area that are not specifically referenced as allowable uses under the easement terms.

C. \_\_\_\_\_ desires to obtain REGIONAL SAN’s approval of a \_\_\_\_\_ within the Easement Area, as described in Exhibit “B” attached hereto and made a part hereof.

D. Pursuant to the terms of this Agreement, REGIONAL SAN is willing to approve the \_\_\_\_\_.

NOW, THEREFORE, the Parties agree as follows:

1. Approval of Use. REGIONAL SAN hereby approves of the \_\_\_\_\_ as described in Exhibit B attached hereto.

2. Maintenance of Use. \_\_\_\_\_ shall maintain, repair and replace the \_\_\_\_\_ located within the Easement Area at its sole cost. \_\_\_\_\_ agrees to exercise reasonable care to properly maintain the \_\_\_\_\_ placed by it REGIONAL SAN's Easement Area and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the Easement Area which occurs as a result of the maintenance of the use or as a result of the work done under this Agreement, including any and all damage to REGIONAL SAN's interceptor which would not have occurred had such work not been done or such use not placed therein.

3. Damage Caused by REGIONAL SAN. REGIONAL SAN shall retain the right to remove all or any part of the \_\_\_\_\_ within the Easement Area if the removal of such improvement is necessary in order for REGIONAL SAN to access the Easement Area as set forth in the above-referenced recorded easement (*or Final Order of Condemnation*). REGIONAL SAN shall not be liable for any costs associated with the removal or replacement of such improvement. \_\_\_\_\_ shall reimburse REGIONAL SAN for any costs it incurs in removing the improvement.

*If the use will be for a specified limited period of time add:*

4. Term. The right of \_\_\_\_\_ to use the Easement Area for \_\_\_\_\_ use shall expire on \_\_\_\_\_. \_\_\_\_\_ shall completely remove the permitted improvement from the Easement Area at its sole cost on or before the specified expiration date.

5. Successors. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6. Entire Agreement; Modification; Severability. This Agreement contains the entire agreement and understanding between the parties hereto concerning the use of the Easement Area by \_\_\_\_\_. This Agreement cannot be amended or modified unless such amendment or modification is set forth in a document duly executed by the parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid and unenforceable provision.

7. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of California.



8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original, and all such counterparts, taken together, shall constitute one and the same instrument.

9. Insurance. Owner shall maintain property damage and public liability insurance covering the premises including the improvements in the Easement Area. Liability insurance coverage shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for injury or property damage. Owner shall name REGIONAL SAN as an additional insured on Owner's liability insurance policy and such policy shall be endorsed to show that Owner's liability insurance policy is primary. Owner shall furnish a certificate of insurance substantiating the fact that Owner has taken out the insurance required by this paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SACRAMENTO REGIONAL COUNTY  
SANITATION DISTRICT, a county sanitation  
district formed pursuant to and operating under  
the authority of the County Sanitation District  
Act, commencing at Health and Safety Code  
section 4700

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Counsel for District

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

**EXHIBIT "A"**

Legal Description of REGIONAL SAN Easement Property

**EXHIBIT "B"**

Legal Description of Approved Use Area

WHEN RECORDED RETURN TO:  
REAL ESTATE DIVISION  
COUNTY OF SACRAMENTO  
3711 Branch Center Road  
Sacramento, CA 95827  
Mail Code 63-002

Easement Encroachment Policy  
Attachment 4, P. 1 of 2

No Fee Document - Per Government Code 27383  
No Document Transfer Tax - Per R & T Code 11922

Okay to Accept

Name/Date: \_\_\_\_\_

Print Name & Dept: \_\_\_\_\_

APN: \_\_\_\_\_

Project Name & Dept: \_\_\_\_\_ (REGIONAL SAN) **THIS SPACE FOR RECORDER'S USE ONLY**

**EASEMENT FOR SEWER** (*Standard Excavation*)

**(Type in Grantor's Name as they acquired title; individual, LLC, Corporation or Partnership, etc.)**

(hereinafter referred to as "Grantor"), do(es) hereby grant to the Sacramento Regional County Sanitation District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, (hereinafter referred to as "REGIONAL SAN"), an easement for sewer purposes inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a sanitary sewer, of such dimensions as REGIONAL SAN shall deem necessary, together with all necessary appurtenances appertaining thereto, including a perpetual right of way over, under, upon and across all that real property situated in the County of Sacramento, State of California, described as follows:

**SEE EXHIBITS "A" and "B"  
attached hereto and made a part hereof;**

together with the perpetual right of ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

Any use of this easement area by Grantor or assignees or successors in interest, except for use as: ( i ) lawn or similar groundcover; ( ii ) areas planted with species whose mature growth does not exceed five (5) feet in height and which are not environmentally protected; or ( iii ) driveways or surface parking, shall not be allowed except upon approval by, and at the discretion of, REGIONAL SAN. Any of said allowable uses shall not be installed in a manner that will impede vehicular access by REGIONAL SAN for maintenance purposes. Other than said allowable uses, each use proposed by Grantor must be acceptable to REGIONAL SAN's District Engineer, and approved in writing, prior to such construction on or use of the easement area by the Grantor. For such approval, the Grantor shall contact the Water Quality Department of the County of Sacramento, or successor. Any use within the easement area not approved by REGIONAL SAN's District Engineer shall not in any way limit REGIONAL SAN's rights under this easement. Even if REGIONAL SAN's District Engineer has approved the use, REGIONAL SAN retains the right to remove all or any part of the approved use to allow REGIONAL SAN to use the easement at any time pursuant to REGIONAL SAN's rights granted herein. REGIONAL SAN shall not be liable for any cost for the removal or replacement of improvements constructed by Grantor within the easement area.

Dated: \_\_\_\_\_, \_\_\_\_\_

**(Type in Signature Block if Grantor is  
a LLC, Corp, Partnership, etc.)**

\_\_\_\_\_  
**(Type name of person signing document)**

\_\_\_\_\_  
**(Type name of Additional person signing document.  
Delete lines if not needed)**

\_\_\_\_\_  
**(Type Title of person signing document)**

\_\_\_\_\_  
**(Type Title of person signing document)**

RED File No. \_\_\_\_\_

LOG No. \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

<p>STATE OF _____ )  COUNTY OF _____ )</p> <p>On _____ before me, _____,  <small>date name of notary officer</small></p> <p>personally appeared _____,  <small>name(s) of signer(s)</small></p> <hr/> <p style="text-align: center;">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.</p> <p style="text-align: center;">I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p style="text-align: center;">WITNESS my hand and official seal.</p> <p style="text-align: center;">_____  Signature of Notary</p>	<p style="text-align: center;">-----OPTIONAL SECTION-----</p> <p><b>CAPACITY CLAIMED BY SIGNER</b></p> <p>Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> INDIVIDUAL  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> CORPORATE OFFICER(S)</p> <p style="text-align: center;">_____  Title(s)</p> <p><input type="checkbox"/> <input type="checkbox"/> PARTNER(S)    <input type="checkbox"/> <input type="checkbox"/> LIMITED  <input type="checkbox"/> <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> ATTORNEY-IN-FACT  <input type="checkbox"/> <input type="checkbox"/> TRUSTEE(S)  <input type="checkbox"/> <input type="checkbox"/> GUARDIAN/CONSERVATOR  <input type="checkbox"/> <input type="checkbox"/> OTHER:</p> <p>_____  _____  _____</p> <p><b>SIGNER IS REPRESENTING:  Name of Person(s) or entity(ies)</b></p> <p>_____  _____  _____</p>
<p><b>OPTIONAL SECTION:</b></p> <p><b>DATA REQUESTED HERE IS NOT REQUIRED BY LAW.</b></p> <p>TITLE OR TYPE OF DOCUMENT: _____  NUMBER OF PAGES _____ DATE _____  SIGNER(S) OTHER THAN NAMED ABOVE _____</p>	

**CERTIFICATE OF ACCEPTANCE**  
- Sacramento Regional County Sanitation District -

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Sacramento Regional County Sanitation District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution SR-2572 of the Board of Directors of said District adopted on February 23, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

\_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Date

**LOG No.** \_\_\_\_\_