RECORDING REQUESTED BY
-

WHEN RECORDED MAIL TO:

City Clerk
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

SPACE ABOVE FOR RECORDER'S USE ONLY

APN: City Document No.

COVENANTS OF RESTRICTION
AND
GRANT OF OPEN SPACE EASEMENT
(EASD-)

This Covenants of Restriction and Grant of Open Space Easement (this "Covenant and Easement") is made as of this _____ day of _____, 2007, by (Enter Owner's name) (the "Grantors").

WHEREAS, Grantors warrant that they are the owners of the real property in the City of Oceanside, County of San Diego, State of California, as described in a legal description thereof, marked Exhibit "A", attached hereto and incorporated herein by reference (the "Property"), being approximately (enter area), which is or may be subject to real estate taxes, assessments, conditions, restrictions and easements all as the same may be of record;

WHEREAS, the City of Oceanside (the "Grantee"), acting by and through the Planning Director, approved Administrative Development Plan (ADP-) for the construction of a (project description) located on (enter address) Oceanside, California, which conditioned, among other things, that an easement be recorded over a portion of the Property and said easement be granted to the Grantee to remain open space in perpetuity, which restrictive covenant and easement is to cover the portion of the Property specified in the Biological Resources and Wetlands Delineation Report, submitted and approved with the (ADP- -) application, as more particularly described in a legal description thereof marked Exhibit "B" and shown on a sketch thereof marked Exhibit "C", attached hereto and incorporated herein by reference (the "Open Space Parcel");

WHEREAS, the specific and primary purpose of the restrictive covenant and easement over and upon the Open Space Parcel is to protect and preserve the land and other natural resources for open space value by monitoring, managing and otherwise preserving the natural and historic values of the natural resources by the use of open space easements or other means to ensure these resources are protected for future generations; and

WHEREAS, it is the intent of the Grantors to covenant and restrict the use of the Open Space Parcel as herein set forth and in compliance with said Administrative Development Plan (ADP- -).

NOW THEREFORE, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Grantors covenant, warrant, grant and agree as follows:

1. That Grantors, for themselves, their heirs, successors or assigns, hereby covenant and restrict the use of the Open Space Parcel, in perpetuity, as follows:

a. To have the Open Space Parcel designated and treated as open space for the protection and preservation of the land and other natural resources for open space value, and Grantors, for themselves, their heirs, successors or assigns, do hereby agree, at Grantors' sole cost and expense, to otherwise manage, maintain and preserve the natural and historic values of the natural resources therein and thereof to ensure such resources are protected for future generations, and Grantors do hereby indemnify Grantee, its successors or assigns, against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands, including reasonable attorneys' fees, because of Grantors' failure to comply with this Covenant and Easement, and that Grantors shall not call upon Grantee for any disbursement or outlay whatsoever in connection therewith, and expressly release and discharge Grantee of and from any liability therefor;

b. To use and protect the Open Space Parcel for the purposes and intent of the restrictive covenants set forth herein;

c. To not allow livestock to graze or use the Open Space Parcel, nor to use the same for agriculture or any other purpose that is inconsistent with the restrictive covenants set forth herein;

d. That the terms, conditions, covenants and restrictions, and the purpose and intent of this Covenant and Easement may be specifically enforced or enjoined by proceedings in the Superior Court of the State of California, the venue of which shall be in the Superior Court of San Diego County, North County Branch; and

e. That this Covenant and Easement shall bind the Grantors, their heirs, successors or assigns, as to the use and enjoyment of both the Property and Open Space Parcel and shall run with the land.

2. That Grantors do hereby grant to the City of Oceanside, a municipal corporation, in and of the State of California, as follows:

a. A perpetual open space easement (the "Easement") for open space purposes in, over, under, across, upon and through that certain portion of the Property as more particularly described in said Exhibit "B" and shown on said Exhibit "C", attached hereto and incorporated herein by reference (i.e., the Open Space Parcel), and the right to use, protect and preserve the natural and historical values of the natural resources of the Open Space Parcel for educational, scientific, ecological, historical, recreational and scenic values;

b. The easement rights granted herein include the following: (a) the right of ingress and egress, to and from the Open Space Parcel, across the lands of Grantors for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights herein granted at locations which shall not interfere with Grantors' reasonable use of its remainder property; (b) the right to enter upon, pass and repass over, along, and beside the Open Space Parcel; and (c) the right to deposit tools, implements and material thereon, by Grantee, its officers, employees,

c. The perpetual right, but not the obligation, to manage the resources of the Open Space Parcel in concurrence with the intent and purpose of this Covenant and Easement. In order to ensure the management of the Open Space Parcel in the event the Grantors propose to cease the management, protection and preservation of the land and natural resources, Grantors shall, prior to ceasing operations thereof, first attempt to assign all their rights and obligations to the Open Space Parcel to a nonprofit entity provided for in Section 214 of the Revenue and Taxation Code of the Internal Revenue Service, to a governmental agency or other party mutually acceptable to the Grantee, the California Department of Fish and Game, and the U.S. Fish and Wildlife Service, any of which shall agree to assume all such rights and obligations. If no such entities are available, Grantee may, but shall not be obligated to, assume the management operations under this Covenant and Easement.

3. The grant of the Easement and its acceptance by Grantee shall not authorize the public nor any member thereof to use or enter upon all or any portion of the Open Space Parcel, except for limited recreational, educational, scenic or scientific uses or for purposes of biological or historical research, it being understood that the purpose and intent of this Covenant and Easement is to restrict the uses to which the Open Space Parcel may be put so it will be preserved in perpetuity and managed by Grantors, their heirs, successors and/or assigns, to the benefit of its biological, historical, environmental and scenic resources.

4. It is expressly understood that the rights granted to Grantee under this Covenant and Easement is granted to Grantee's officers, employees, agents, successors, or assigns, or any contractor, its agents and employees, engaged by Grantee, its successors or assigns, and to the officials and employees of the applicable state or federal resource agencies or their respective official designated representatives to allow them to observe the conditions of the Open Space Easement as per the management and monitoring requirements that apply.

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5. This Covenant and Easement shall preclude native vegetation removal or additions, with the exception of specific management recommendations, requirements and conditions specified in a biological resources and wetlands delineation report first being filed with and approved by the Oceanside Planning Director. Brush clearing for fire protection purposes shall be at Grantor discretion, or as directed or ordered by the Oceanside Fire Marshal or its official designated representative, as prescribed by law.

Covenanted and deeded as of the date first written hereinabove.

Grantors

By: _____

By: _____

GRANTORS SIGNATURES MUST BE NOTARIZED
NOTARY, PLEASE USE CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT FORM