

RECORDED AT THE REQUEST OF
CHICAGO TITLE CO.

RECORDING REQUESTED BY:

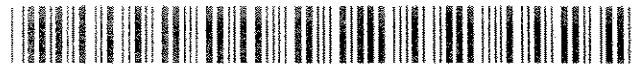
CITY OF OCEANSIDE

AFTER RECORDING RETURN TO:

CITY CLERK
CITY OF OCEANSIDE
300 NORTH COAST HIGHWAY
OCEANSIDE, CA 92054

4650

DOC # 2006-0431320



JUN 19, 2006 11:13 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 38.00
PAGES: 11



2006-0431320

SPACE ABOVE FOR RECORDERS USE ONLY

APN:160-572-01

City Clerk Doc#

ENCROACHMENT REMOVAL AGREEMENT

(ERA -05-005)

THIS ENCROACHMENT REMOVAL AGREEMENT ("AGREEMENT") dated solely for identification this 22nd, day of May, **2006**, by and between the **CITY OF OCEANSIDE**, a municipal corporation, (hereinafter called "CITY"), and, LA PACIFICA 1 - OCEAN VIEW RANCH, LLC., (hereinafter called "OWNER").

WHEREAS, OWNER is the owner of that certain real property located at 3801, 3809 and 3817 Ocean Ranch Boulevard in the City of Oceanside, County of San Diego, State of California, (herein after called the "PROPERTY"), more particularly described as follows:

Lot 10 of Ocean Ranch, Phase 2C, in the City of Oceanside, County of San Diego, State of California, according to a Map there of No. 14867 filed in the office of the County Recorded of San Diego County on August 31, 2004.

WHEREAS, OWNER has requested that CITY allow OWNER to build and maintain a Private water and sewer lateral, curb and gutter and storm drain pipes and appurtenances per approved improvement plan No. **R-13820**, in the City of Oceanside, (hereinafter called the ENCROACHMENT) for the use and benefit of said owner's Property, in, on, over, across, and through the **Public Utility Easement**, (hereinafter called the "EASEMENT"), as granted to the City per document recorded on June 19, 2006 as document No. 06-0431319, of Official Records of San Diego County, State of California, which said ENCROACHMENT and EASEMENT are shown on Exhibit "A", attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of CITY granting permission for the ENCROACHMENT within the EASEMENT, OWNER covenants and agrees as follows:

(1) The ENCROACHMENT shall be constructed and installed in a good workman like manner in substantial conformance with the plans and specifications therefore on file in the CITY'S Transportation/Engineering Development Services Department, and as described on Exhibit "A".

(2) OWNER and it's heirs, successors and/or assigns in interest shall maintain the permitted ENCROACHMENT at all times in a decent, safe and sanitary condition in accordance with general prevailing standards of maintenance, and pay all cost and expenses incurred in doing so. However, nothing herein shall be construed to require

OWNER to maintain, replace or repair any CITY owned facility such as pipeline, conduit, cable located in or under said ENCROACHMENT, except otherwise provided herein.

4651

(3) If CITY or other public facilities or improvements are damaged by the installation or presence of the permitted ENCROACHMENT, as determined in the sole opinion of the Transportation Director, OWNER shall be responsible for the cost of repair.

(4) If any of the ENCROACHMENT (s) actually built or installed during construction vary from the permitted ENCROACHMENT(s) approved herein; such changes or variations must be approved in advance by the City and shall be shown on **as-built** plans.

(5) OWNER shall at all times relieve, indemnify, protect, defend and save the CITY and any and all of its boards, officers, agents, and employees harmless from any and all claims, liabilities and demands, actions, proceedings, losses, liens, costs, attorney and expert fees and judgments, civil fines, and penalties of any nature whatsoever relating to the ENCROACHMENT or this Agreement in regard to or resulting from the construction, maintenance, state of use, repair or presence of the ENCROACHMENT permitted hereunder, including but not limited to attorney's fees and expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:

- a. **Condition.** Physical presence of the ENCROACHMENT, or any unsafe or defective condition in or on the EASEMENT of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use of the EASEMENT by OWNER and its ENCROACHMENT and/or
- b. **Operation.** Any operation, use, or occupation conducted on the EASEMENT by OWNER or any third party, directly or indirectly related to or caused by the presence of the ENCROACHMENT; and/or
- c. **Negligence.** Any act, omission, or negligence on the part of OWNER, its employees, agents, sub lessees, invitees, and/or licensees; and/or
- d. **Compliance.** Any failure by OWNER to comply or secure compliance with any of the terms or conditions of this Agreement.

(6) OWNER shall remove, at OWNER'S expense, said ENCROACHMENT within thirty (30) days following written notice and as directed by the CITY, or in the event of an emergency, upon the date so indicated by the CITY. No reason is required for the removal of the ENCROACHMENT; said removal being at the sole discretion of the CITY.

Should OWNER fail to remove the Encroachment or any part thereof within this time period or within any extension in writing granted by the CITY, the CITY may cause such work to be done, and the costs thereof shall be a charge to and may become a lien upon OWNER'S property.

(7) The CITY shall have no responsibility or liability for, and OWNER agrees to hold the CITY harmless from, any damage to the ENCROACHMENT from any cause, including but not limited to damage resulting from the construction, maintenance, state of use, repair, and presence of the CITY facilities, operation or occupation within the EASEMENT.

(8) Whenever it is deemed by the Deputy Public Works Director that a public improvement cannot be economically placed, replaced, or maintained due to the presence of the ENCROACHMENT, OWNER agrees to provide an alternative EASEMENT and/or relocate the public improvement subject to the approval of the CITY, all at no cost or expense to the CITY.

(9) Whatever rights were acquired by CITY with respect to the EASEMENT shall remain and continue in full force and effect and in no way be affected by CITY'S grant of permission contained in this Agreement.

(10) Any construction performed prior to the CITY'S final approval is at the OWNER'S risk and may be subject to removal, fines and penalties.

(11) This Agreement and all the obligations contained therein shall constitute covenants running with the land and shall be binding on and for the benefit of OWNER, its transferees, successors and assigns, and any other present or future interest holders or estate holders of any portion or all of the property. This Agreement shall be recorded against the property by the OWNER at his/her expense.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

Owner:

Pacifica 1 - Ocean View Ranch, LLC

City:

City of Oceanside

By: 

Dennis Cruzan - Manager

Dated: 3/8/06

By: 

Philip Monroe - Member

Dated: 3/7/06

By: 

Public Works Director

Dated: 5-22-06

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By: 

City Attorney

OWNER'S SIGNATURE MUST BE NOTARIZED
(NOTARY PUBLIC, PLEASE ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT FORM)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Diego

} ss.

On

March 8, 2006

Date

before me,

Danielle Williams, Notary Public

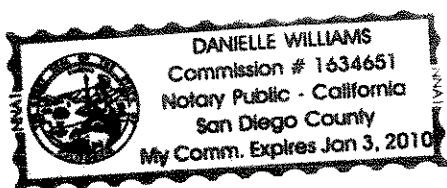
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally

appeared

Dennis Cruzan

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Danielle Williams

Signature of Notary Public

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 DocumentTitle or Type of Document: Encroachment Removal Agreement

Document Date:

2-20-06

Number of Pages:

Signer(s) Other Than Named Above:

Philip Monroe**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

} ss.

On March 8, 2004

Date

before me,

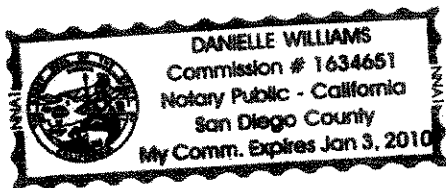
Danielle Williams, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Philip Monroe

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Danielle Williams

Signature of Notary Public

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- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb here

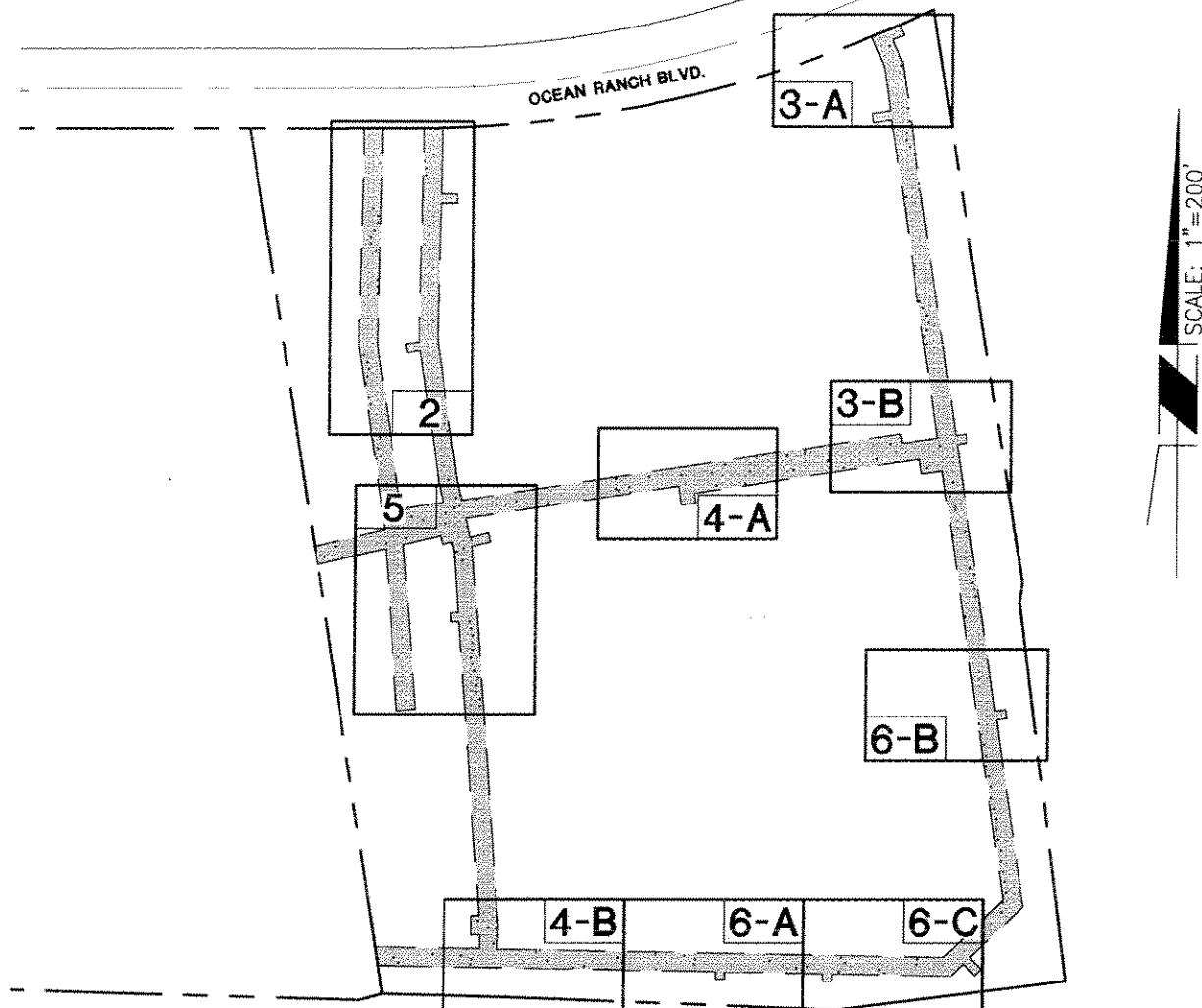
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☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb here

4655



VICINITY MAP

NOT TO SCALE

①

INDICATES PUBLIC UTILITY
EASEMENT PER DOC.#
RECORDED:

KAMAL S. SWEIS, RCE 48592

DATE _____



SHEET 1 OF 6












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EXHIBIT "A"

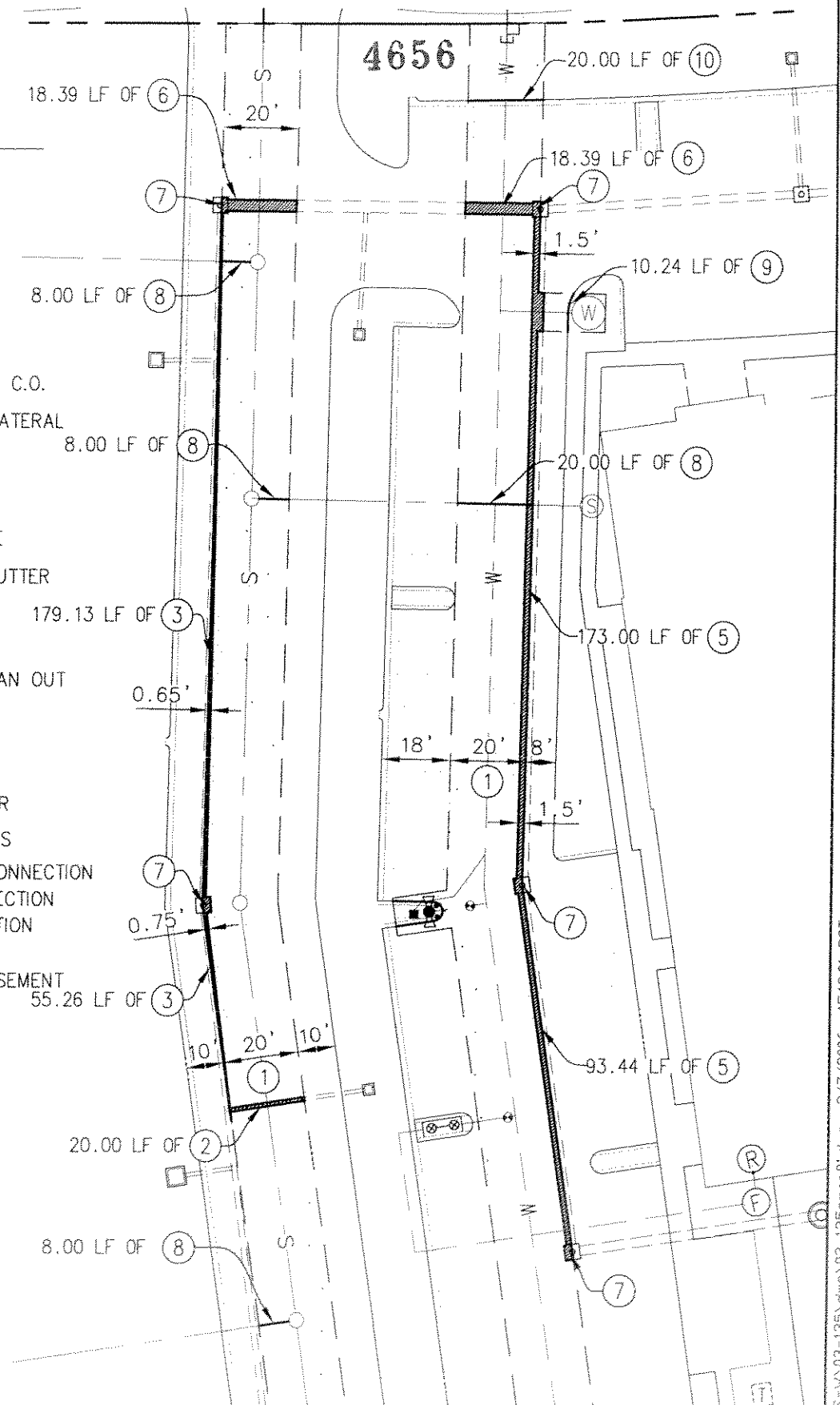
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- ② ENCROACHMENT OF 8" PVC SD
- ③ ENCROACHMENT OF 18" PVC SD
- ④ ENCROACHMENT OF 24" PVC SD
- ⑤ ENCROACHMENT OF 30" PVC SD
- ⑥ ENCROACHMENT OF 36" PVC SD
- ⑦ ENCROACHMENT OF TYPE 'A' SD C.O.
- ⑧ ENCROACHMENT OF 6" SEWER LATERAL
- ⑨ ENCROACHMENT OF 6" CURB
- ⑩ ENCROACHMENT OF 6" C&G
- ⑪ ENCROACHMENT OF 6" FIRE LINE
- ⑫ ENCROACHMENT OF 3' CROSS GUTTER

LEGEND:

-  STORM DRAIN CLEAN OUT
-  WATER MAIN
-  SEWER MAIN
-  6" CURB
-  6" CURB & GUTTER
-  STORM DRAIN PIPES
-  SEWER LATERAL CONNECTION
-  WATER LINE CONNECTION
-  FIRE LINE CONNECTION
-  FIRE HYDRANT
-  PUBLIC UTILITY EASEMENT

SCALE: 1"=40'



2

LA PACIFICA 1 - OCEAN RANCH LLC

SITE ADDRESS: Ocean Ranch Blvd., Oceanside, CA 92000

ENGINEER: K&S Engineering
7801 Mission Center Ct. Ste. 100, San Diego, CA 92108

APN# 160-572-01

FILE# ERA-05-005

CITY OF OCEANSIDE

TRANSPORTATION/DEVELOPMENT
ENGINEERING DEPARTMENT
PUBLIC UTILITY EASEMENT ENCROACHMENT

DATE: 2/08/06

SHEET 2 OF 6

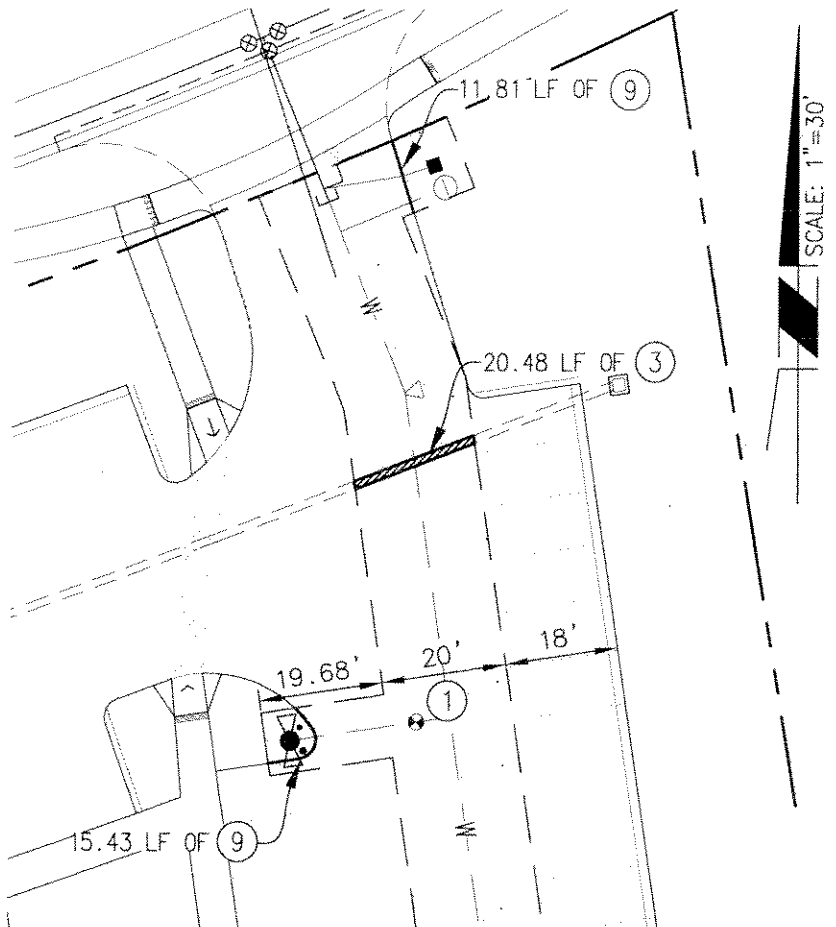
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EXHIBIT "A"

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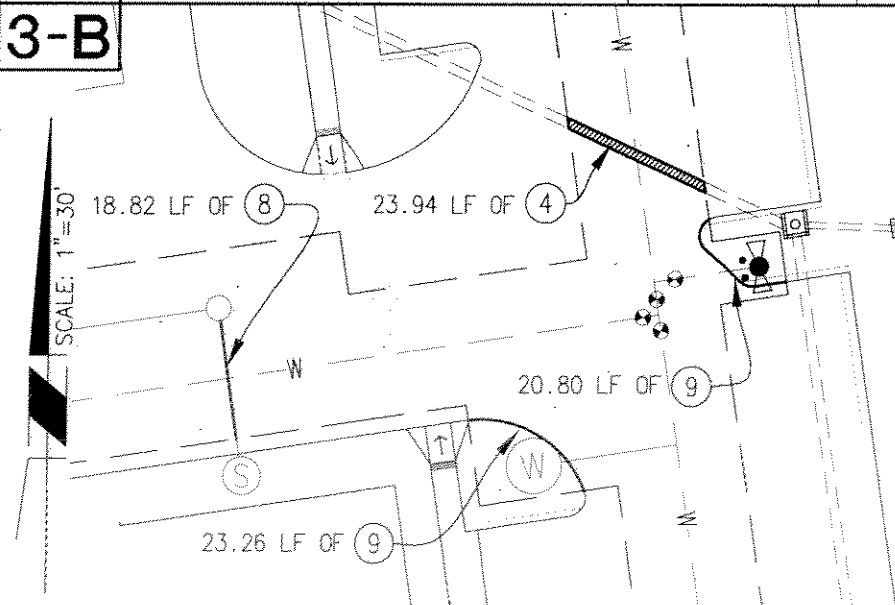
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3-A

3-B



LEGEND:

- STORM DRAIN CLEAN OUT
- W — WATER MAIN
- SEWER MAIN
- 6" CURB
- 6" CURB & GUTTER
- STORM DRAIN PIPES
- S SEWER LATERAL CONNECTION
- W WATER LINE CONNECTION
- F FIRE LINE CONNECTION
- FIRE HYDRANT
- PUBLIC UTILITY EASEMENT

LA PACIFICA 1 - OCEAN RANCH LLC

SITE ADDRESS: Ocean Ranch Blvd., Oceanside, CA 92000

ENGINEER: K&S Engineering
7801 Mission Center Ct. Ste. 100, San Diego, CA 92108

APN# 160-572-01

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CITY OF OCEANSIDE

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ENGINEERING DEPARTMENT
PUBLIC UTILITY EASEMENT ENCROACHMENT

DATE: 2/08/06

SHEET 3 OF 6

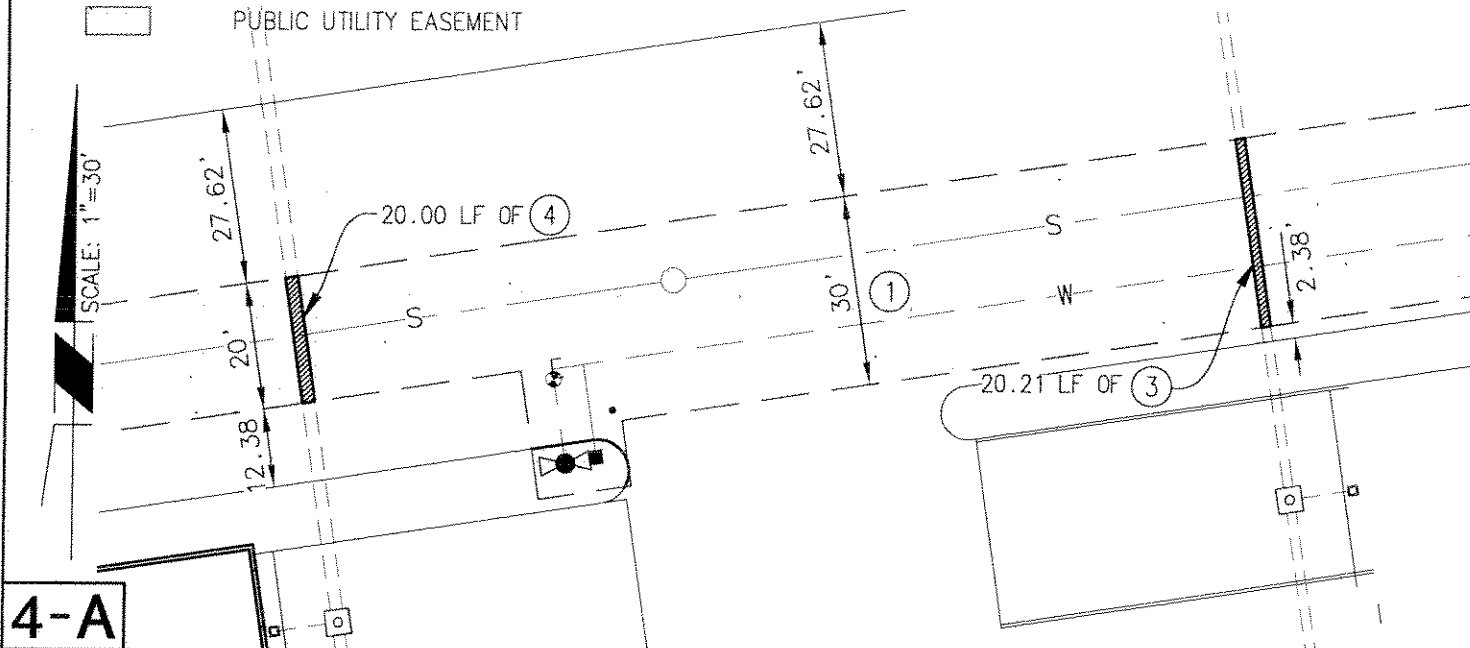
LA PACIFICA 1 - OCEAN RANCH LLC 2/7/2006 15:12:01 PST

LEGEND:

- STORM DRAIN CLEAN OUT
- WATER MAIN
- SEWER MAIN
- 6" CURB
- 6" CURB & GUTTER
- STORM DRAIN PIPES
- SEWER LATERAL CONNECTION
- WATER LINE CONNECTION
- FIRE LINE CONNECTION
- FIRE HYDRANT
- PUBLIC UTILITY EASEMENT

EXHIBIT "A"

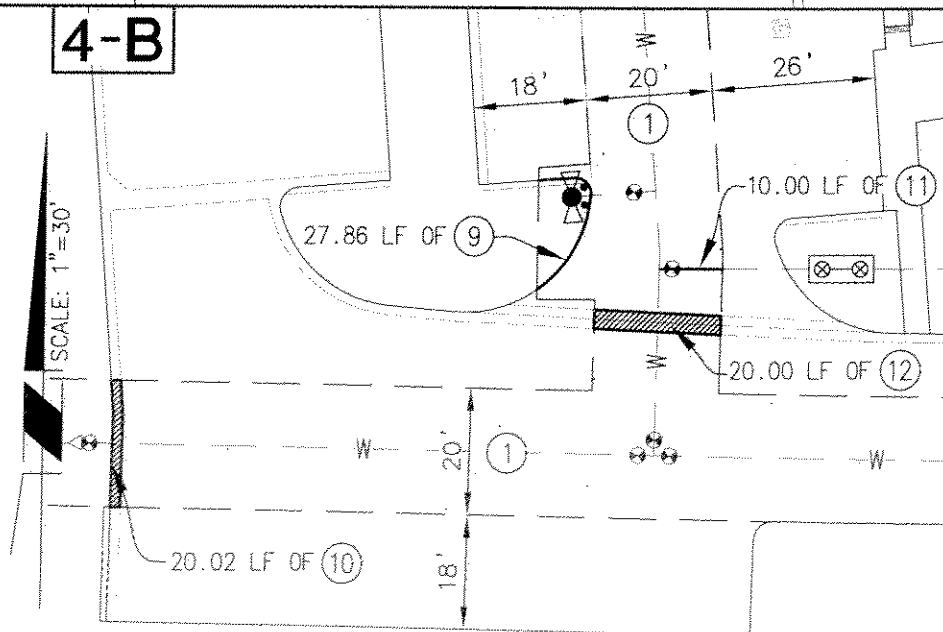
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NOTE:

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- (11) ENCROACHMENT OF 6" FIRE LINE
- (12) ENCROACHMENT OF 3' CROSS GUTTER

4-B



LA PACIFICA 1 - OCEAN RANCH LLC

SITE ADDRESS: Ocean Ranch Blvd., Oceanside, CA 92000

ENGINEER: K&S Engineering
7801 Mission Center Ct. Ste. 100, San Diego, CA 92108

APN# 160-572-01

FILE# ERA-05-005

CITY OF OCEANSIDE

TRANSPORTATION/DEVELOPMENT
ENGINEERING DEPARTMENT
PUBLIC UTILITY EASEMENT ENCROACHMENT

DATE: 2/08/06

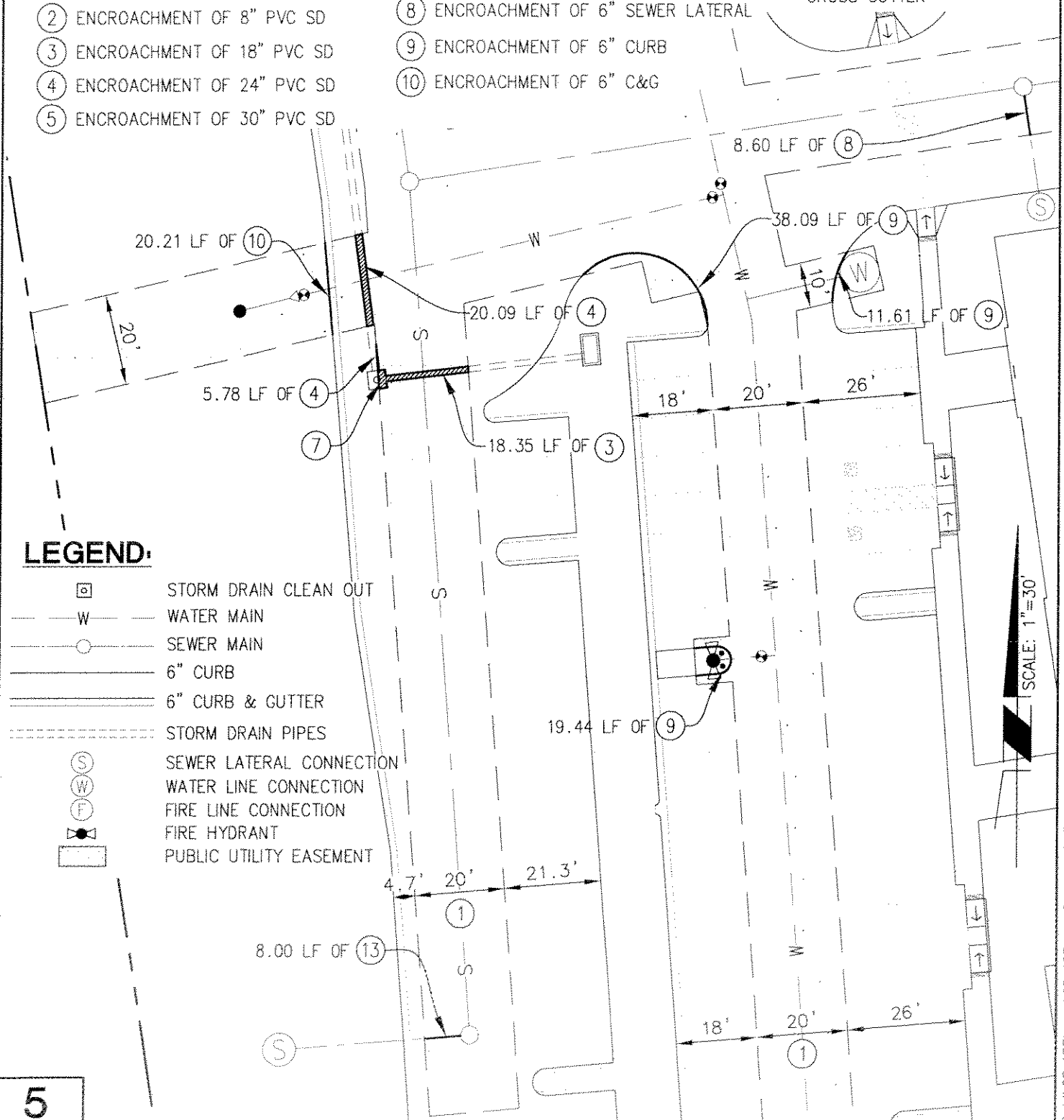
SHEET 4 OF 6

LA PACIFICA 1 - OCEAN RANCH LLC 160-572-01 2/7/2006 15:12:01 PST












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 (10) ENCROACHMENT OF 6" C&G
- (11) ENCROACHMENT OF 6"
FIRE LINE
 (12) ENCROACHMENT OF 3'
CROSS GUTTER
-



LEGEND:

- | | |
|---|--------------------------|
|  | STORM DRAIN CLEAN OUT |
|  | WATER MAIN |
|  | SEWER MAIN |
|  | 6" CURB |
|  | 6" CURB & GUTTER |
|  | STORM DRAIN PIPES |
|  | SEWER LATERAL CONNECTION |
|  | WATER LINE CONNECTION |
|  | FIRE LINE CONNECTION |
|  | FIRE HYDRANT |
|  | PUBLIC UTILITY EASEMENT |

5

ENGINEER: K&S Engineering
7801 Mission Center Ct. Ste. 100, San Diego, CA 92108

FILE# ERA-05-005

TRANSPORTATION/DEVELOPMENT
ENGINEERING DEPARTMENT
PUBLIC UTILITY EASEMENT ENCROACHMENT

SHEET 5 OF 6












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EXHIBIT "A"

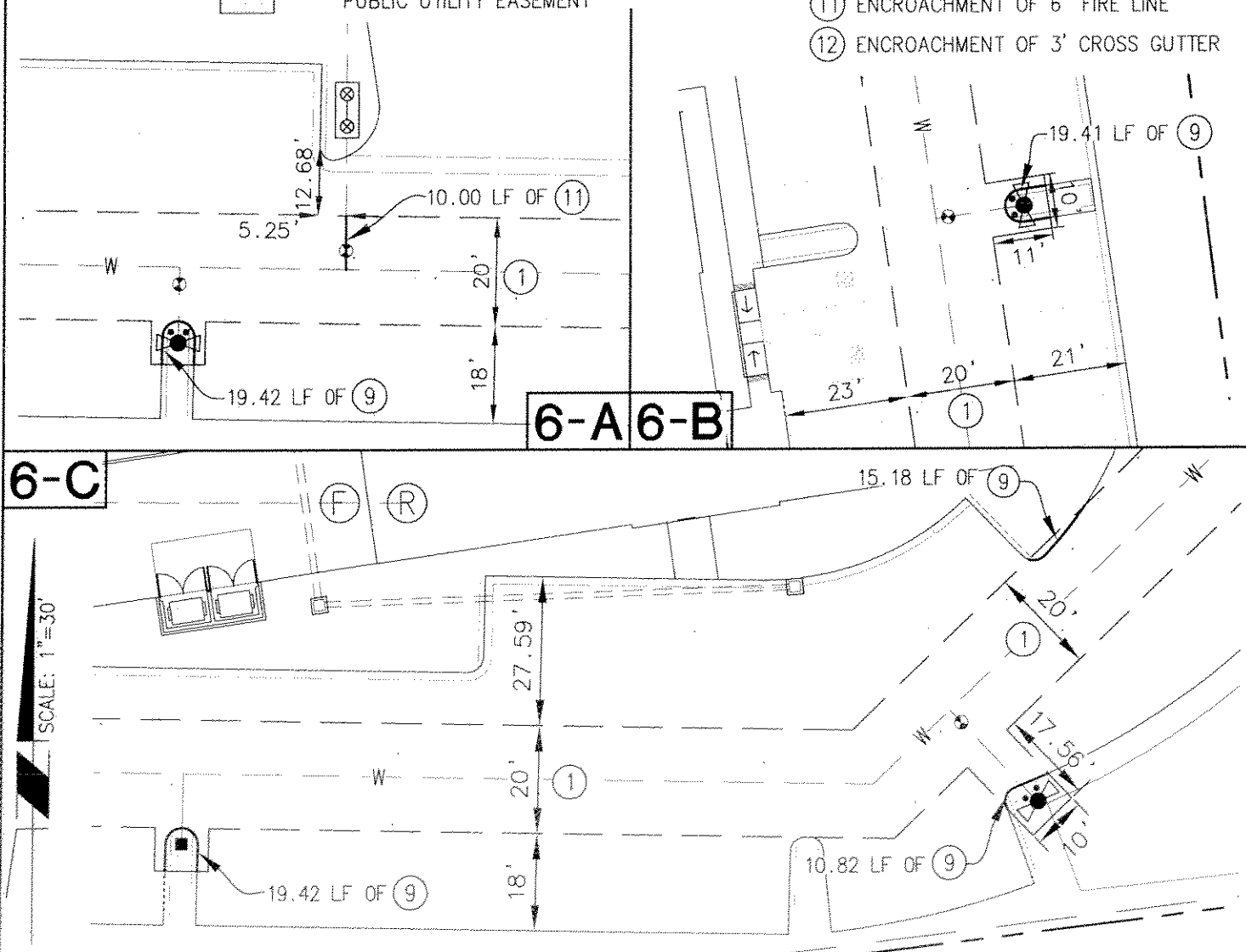
NOTE:

4660

LEGEND:

- | | |
|---|--------------------------|
|  | STORM DRAIN CLEAN OUT |
|  | WATER MAIN |
|  | SEWER MAIN |
|  | 6" CURB |
|  | 6" CURB & GUTTER |
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|  | SEWER LATERAL CONNECTION |
|  | WATER LINE CONNECTION |
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|  | FIRE HYDRANT |
|  | PUBLIC UTILITY EASEMENT |

- INDICATES PUBLIC UTILITY
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LA PACIFICA 1 - OCEAN RANCH LLC

SITE ADDRESS: Ocean Ranch Blvd., Oceanside, CA 92000

ENGINEER: K&S Engineering
7801 Mission Center Ct. Ste. 100, San Diego, CA 92108

APN# 160-572-01

FILE# ERA-05-005

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TRANSPORTATION/DEVELOPMENT
ENGINEERING DEPARTMENT
PUBLIC UTILITY EASEMENT ENCROACHMENT

DATE: 2/08/06

SHEET 6 OF 6

www.bibbcountyga.gov/2014/04/14/1404070-04-0000000