

Recording Requested By

After Recording Return To
City Clerk
300 North Coast Highway
Oceanside, CA 92054

Space Above For Recorder's Use

APN

City Clerk#

DOCUMENT TRANSFER TAX \$ None

City Of Oceanside

Signature of declarant or agent determining tax - Firm name

**GRANT OF EASEMENT
FOR
LANDSCAPE, IRRIGATION AND DRAINAGE PURPOSES
(EASD-)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby
acknowledged, the undersigned, _____

do(es) hereby Grant to the City of Oceanside, a Municipal Corporation of the State of California, its successors or assigns, an easement and right-of-way over, under, upon and across that certain real property situated in the City of Oceanside, County of San Diego, State of California as described in Exhibit "A", attached hereto; to wit:

A) A perpetual easement and right-of-way for landscape, irrigation and drainage purposes, and all appurtenances necessary to serve the needs thereof, along with the right, but not the obligation to plant, replant, remove or replace landscape material and the right, but not the obligation to construct, reconstruct, repair, replace, operate, maintain and use any and all appurtenances necessary thereto.

B) The right, but not the obligation to enter upon and to pass and repass, over, along and beside said easement and right-of-way along with the right to deposit tools, implements, other material and materiel thereon, by said City of Oceanside, its officers, agents, employees, assigns or successors, or by any contractor, agent or employee engaged by said City, whenever and wherever necessary for the purposes set forth in Paragraph "A" above.

C) The right but not the obligation to enter upon the subject land and remove and dispose of any plant, building, structure, or other thing whatsoever, planted, constructed, erected, placed or maintained on the subject property contrary to any term, condition or covenant herein.

Grantor agrees and covenants with Grantee not to oppose annexation, transfer or inclusion in any duly created Landscape Maintenance District established by the City of Oceanside, or its assigns or successors in interest, pursuant to local ordinance and/or the Streets and Highways Code of the State of California. Said covenant shall be incumbent upon Grantor, his heirs, assigns and/or successors in interest, and shall inure upon each subsequent transfer of ownership of subject property.

Grantor further agrees not to alter, remove, plant, erect, construct, place, maintain or permit the alteration, removal, planting, erection, construction, placement or maintenance of anything whatsoever within said easement without the express written approval of the City of Oceanside, as evidenced by the issuance of an appropriate permit or letter of permission signed by the City Engineer.

Grantee agrees to maintain all approved landscaping, irrigation, drainage, and appurtenances thereto upon said easement providing the improvements have been formally accepted by the City of Oceanside and the subject property is within the boundaries of a duly formed Landscape Maintenance District.

In the event said improvements are not accepted by said City, or said Landscape Maintenance District not be formed or subsequently be dissolved, or said property become detached from or otherwise not be annexed to an existing Landscape Maintenance District, grantor, his heirs, assigns and/or successors in interest shall maintain all approved landscaping, irrigation, drainage and all appurtenances thereto in a good and orderly manner consistent with the terms, conditions and covenants herein.

Signed _____ this _____ day of _____ 19_____

at (location)_____

By _____
(Signature)

By _____
(Signature)

(Print)

(Print)

By _____
(Signature)

By _____
(Signature)

(Print)

(Print)

ATTACH CALIFORNIA ALL PURPOSE NOTARY(s)