

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Sharon L. Dawson, MMC, City Clerk
City of Santa Clarita
23920 Valencia Boulevard, Suite 304
Santa Clarita, CA 91355

Recording Fee: Exempt (Government Code Section 27383)

Space above this line for Recorder's use

APN NO(S): _____

DOCUMENTARY TRANSFER TAX: Exempt (Revenue and Taxation Code Section 11922)

The property is located in the City of Santa Clarita.

TITLE(S)

COVENANT FOR EASEMENT
EAS _____

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COVENANT FOR EASEMENT

This COVENANT FOR EASEMENT (hereinafter "Declaration") is made and effective as of the _____ day of _____, 20____ by and between _____, a [insert corporation name], ("Declarant") and the City of Santa Clarita, a general law municipal corporation ("City").

RECITALS

This Declaration is made on the basis of the following facts, understandings, and intentions of the parties hereto:

- A. Declarant is the owner of two distinct and adjacent parcels of real property located at _____ in the City of Santa Clarita, County of Los Angeles, State of California, which parcels are currently under common ownership and are more fully described herein.
- B. Declarant is the owner of a fee interest in one parcel of certain real property located in the City of Santa Clarita consisting of Lot No. _____ of Parcel _____ recorded on _____ as Instrument No. _____ in the Official Records of Los Angeles County, California ("Parcel 1"), which parcel is legally described and shown by map in Exhibit "A" attached hereto and fully incorporated herein.
- C. Declarant is the owner of a separate and distinct parcel of certain real property located in the City of Santa Clarita consisting of Lot No. _____ of Parcel _____ recorded on _____ as Instrument No. _____ in the Official Records of Los Angeles County, California ("Parcel 2"), which parcel is adjacent and contiguous to Parcel 1 and is legally described and shown by map in Exhibit "B" attached hereto and fully incorporated herein.
- D. On _____, the Planning Commission for the City of Santa Clarita conditionally approved a [insert name of entitlement] ("Permits") for the development of _____ located on Parcel _____. The Resolution approving said Permits is located in the Community Development Department of the City of Santa Clarita and identified by _____ (or attached hereto).
- E. Condition _____ to the Permits requires that a Covenant for Easement shall be prepared pursuant to Chapter 16.20 of the Santa Clarita Unified Development Code to provide (mutual easements for reciprocal access to the parking areas of Parcels 1 and 2 and for the maintenance obligations of the same).
- F. Government Code Section 65871 provides express authorization for a covenant for easement which will not merge or extinguish when held under common ownership.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Reciprocal Easement. Declarant, as common owner of both Parcels 1 and 2, does hereby consent and grant an easement to each Parcel providing for the reciprocal right to [access, ingress, and egress] each Parcel by the then owner of the other Parcel for _____ purposes (hereafter "Easement"). Both Parcels shall be mutually burdened and benefited by the Easement in relation to the other Parcel.
2. Maintenance and Repair. The Easement shall be maintained by each Parcel at its sole cost in good, safe, and clean condition and repair, including without limitation sweeping, repairing and, resurfacing as and when reasonably necessary. Said Easement may be subject to temporary closures for necessary repairs and maintenance at hours so as to reduce inconvenience to the use of the benefiting Parcel.
3. Restriction Upon Use of Easement. This grant of Easement is non-exclusive and shall be used by Declarant and the owners of the benefiting Parcels only for the purposes described under Section 1 herein. The owner of each Parcel expressly reserves unto itself, its tenants, employees, agents, licensees, invitees, transferees, and assigns the right to use the Easement but shall not use the Easement in any manner that is inconsistent or would interfere with the purpose of the Easement created and established under Sections 1 and 2 herein.
4. City as Third Party Beneficiary. In exchange for the City's granting of approval to the Permits, the Declarant hereto agrees that the City shall be considered a third party beneficiary to this Declaration, for which the City shall have the right, but not the obligation, to enforce the terms and conditions contained in this Declaration against all persons having any right, title, or interest in Parcel 1 and Parcel 2, or any part thereof.
5. No Merger of Easement. This covenant shall act as an easement pursuant to Chapter 3 (commencing with Section 801) of Title 2 or Part 2 of Division 2 of the California Civil Code. Moreover, this Easement shall not merge into any other interest in real property pursuant to California Government Code Section 65871(b).
6. Release of Covenant. This covenant shall only be released, terminated, or expired by Resolution of Determination by the Planning Commission or City Council of the City in accordance with Chapter 16.20 of the Santa Clarita Unified Development Code.
7. Satisfaction of Conditions of Approval. So long as this Declaration is recorded and remains valid, binding, and enforceable, the Easement created herein shall satisfy the requirement for Condition _____ to the Permits. Declarant acknowledges and agrees that the Permits would not have been approved if not for the assurances provided in this Declaration, and that any failure in the performance or enforceability of this Declaration entitles the City of Santa Clarita to any and all remedies available.
8. Covenants Running with the Land. The rights and obligations contained within this Declaration shall run with the land and shall be binding on and shall inure to the benefit of all successors in interest to the real property benefited, and shall be subject to California Civil Code Section 1104.
9. Amendment; Termination. No party to this Declaration may amend, cancel, rescind, or otherwise terminate this Declaration, and no breach of this Declaration shall entitle either party to amend, cancel, rescind, or otherwise terminate this Declaration, without the express prior written consent of the Community Development Director of the City of Santa Clarita. Any amendment, cancellation, rescission, or termination of this Declaration shall be void unless recorded with the City's consent and acknowledgement in the Official Records of Los Angeles County, California.
10. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger or air express service) or sent by registered or certified U.S. mail, postage prepaid, return receipt requested, and shall be deemed received upon the date of receipt thereof, delivered to the following addresses:

To Declarant: _____

To City: City Clerk
City of Santa Clarita
23920 Valencia Blvd.
Santa Clarita, CA 91355

11. Entire Agreement. This instrument contains the entire understanding between the parties relating to the rights granted herein and the obligations herein assumed. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, regarding the subject matter of this Declaration shall be of no further force or effect. Each party is entering into this Declaration based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
12. Interpretation. This Declaration shall be governed by and construed in accordance with the laws of the State of California. The use of the singular herein includes the plural, and the use of the neuter herein includes the masculine and/or feminine, as the context may require. The captions of the Paragraphs and Subparagraphs of this Declaration are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.
13. No Presumption re Drafter. The parties hereto acknowledge and agree that the terms and provisions of this Declaration have been negotiated and discussed between the parties and their attorneys, and this Declaration reflects their mutual agreement regarding same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Declaration, and therefore no presumption for or against validity or as to any interpretations hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this Declaration.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first written above.

CITY:
CITY OF SANTA CLARITA

DECLARANT:
[INSERT CORPORATION NAME]

[insert Mayor's name], Mayor

By: _____
[insert name and title]

Date: _____

Date: _____

ATTEST:

Sharon L. Dawson, MMC
City Clerk, City of Santa Clarita

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____



On _____ before me, _____, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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.

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.

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person 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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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: _____

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

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OF SIGNER
Top of thumb here

EXHIBIT "A"
LEGAL DESCRIPTION

DECLARATION OF RESTRICTIONS AND RESERVATION OF EASEMENTS
IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

NOTE: THIS SHEET IS FOR SAMPLE PURPOSES ONLY, THE LEGAL DESCRIPTION MUST BE STAMPED AND SIGNED BY A PERSON LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA.

EXHIBIT "B"
EXHIBIT MAP

**DECLARATION OF RESTRICTIONS AND RESERVATION OF EASEMENTS
IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

NOTE: THIS SHEET IS FOR SAMPLE PURPOSES ONLY THE EXHIBIT MAP MUST BE STAMPED AND SIGNED BY A PERSON
LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA.