

**Recording requested by and  
Please mail instrument to:**

City of Visalia  
315 E. Acequia Ave.  
Visalia, CA 93291  
Attn: **{insert City staff contact person}**

***This instrument benefits City only. No fee required  
per Government Code Section 6103***

## **Declaration of Temporary Building Restrictions**

This Declaration made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by the City of Visalia, "City", regarding that certain real property situated in the City of Visalia, County of Tulare, State of California, more particularly described as follows and hereinafter referred to as the "Property":

Lots \_\_\_\_\_ of **{insert subdivision name}** located in the City of Visalia, County of Tulare, State of California, recorded \_\_\_\_\_, 20\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, of Maps, Tulare County Records.

Now therefore, City hereby declares that the Property shall be held, sold and conveyed subject to the following temporary building restrictions.

1. Property Owner, subject to the terms and conditions hereinafter set forth, hereby grants and conveys unto the City, an easement over, across, and under the Property for the purpose of **{insert purpose for easement}**. Pursuant to that certain Subdivision Agreement executed in conjunction with the Property between the Property Owner and City, Property Owner shall be responsible for all costs associated with the installation, operation, use and maintenance of the **{insert description of the temporary facility}**.
2. The duration of the easement herein granted shall be perpetual, until the City agrees to terminate or abandon its use of the same for the stated purpose pursuant to the terms and conditions of the aforementioned Subdivision Agreement. Recording of a Cancellation by the City shall constitute the City's abandonment of the above described easement on the Property.
3. No residential dwelling shall be allowed on the Property until the **{insert description of the temporary facility}** is **{insert requirements to eliminate temporary facility}** per City requirements and a Cancellation of this restriction has been executed by the City and recorded in Tulare County Records.
4. The Property Owner shall save and hold the City harmless from any and all liability for personal injury and property damage resulting from, or in any way connected with, said **{insert description of the temporary facility}**, or any related facilities or activities conducted or located within said easement, except liability for personal injuries or property damage caused solely by the negligence or wrongdoing of the City.
5. The Property Owner shall, at all times, properly maintain the easements herein granted, and prevent the same from becoming dangerous and/or unsightly.
6. The parties acknowledge and agree that the easement herein granted are non-exclusive, and the Property Owner, or its heirs, successors or assigns, shall be entitled at all times to travel over the easements, and to conduct any and all activities which they may desire to conduct on the temporary easement provided the same do not unreasonably interfere with the City's use of said easement for the above-specified purposes.

