

RECORDING REQUESTED BY:

City of Oxnard

Request recording without fee. Record for benefit of City of Oxnard pursuant to Section 6103 of Government Code

WHEN RECORDED MAIL TO:

Oxnard City Clerk's Office  
305 West Third Street  
Oxnard, California 93030

Declaration of Restrictive Covenant  
For Fire Hydrant and Pipeline Maintenance

**THIS DECLARATION OF RESTRICTIVE COVENANT** ("Restrictive Covenant") is made and executed on this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, ("Declarant") fee owner of certain real property located at \_\_\_\_\_, Oxnard, CA and more particularly described as \_\_\_\_\_ ("Property") for the benefit of the City of Oxnard, a municipal corporation ("City").

**RECITALS:**

WHEREAS, at the time of approval of the development project for Property know as Planning and Zoning Permit \_\_\_\_\_ ("Project"), City required Project to construct certain fire hydrants and pipelines ("fire hydrants")

WHEREAS, Declarant desires to properly maintain, in perpetuity, certain fire hydrants located on the Property; and

WHEREAS, Declarant desires to authorize City to conduct routine inspections of the fire hydrants to ensure that Declarant properly maintains the fire hydrants; and

WHEREAS, in the event Declarant fails to properly maintain the fire hydrants, Declarant desires to authorize the City to provide the necessary maintenance to the fire hydrants and assess the costs incurred by the City to the Declarant.

NOW, THEREFORE, Declarant hereto covenants as follows:

1. That Declarant shall be responsible for and shall properly maintain, in perpetuity, the fire hydrants and pipelines located on the Property ("fire hydrants") as more particularly described in Exhibits A and B attached hereto and incorporated in full herein by this reference.
2. Declarant hereby grants City reasonable access to the Property to conduct routine inspections of the fire hydrants.
3. Based on such inspections, Declarant agrees to provide any maintenance and repairs to properly maintain the fire hydrants as determined within the sole discretion of the City Manager or designee.
4. Declarant agrees, upon written notice from the City, to immediately complete any such maintenance and repairs identified by the City during the City's inspection of the fire hydrants.

5. In the event Declarant fails to complete, within 30 days of the date of notification by the City, any maintenance and repairs to the fire hydrants as specified in such notice, Declarant agrees that City shall be authorized to complete any such maintenance and repairs specified in the notice. All costs incurred by the City related to the maintenance and repairs shall be paid by Declarant. Such costs may be recorded as a special assessment against the Property or as a lien on the Property if Declarant fails to pay such costs within 30 days of the City providing Declarant an invoice for such costs.

6. Declarant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage) costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Restrictive Covenant performed by Declarant or his/her agents, employees, contractors, consultants and other persons acting on Declarant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Declarant or his/her agents, employees, contractors, consultants and other persons acting on Declarant's behalf would be held strictly liable.

7. This Restrictive Covenant shall run with the land and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Declarant.

8. Declarant agrees and acknowledges that the prevailing party's reasonable costs, attorneys' fees and expenses shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Restrictive Covenant.

9. Declarant acknowledges that the person executing this Restrictive Covenant has been duly authorized by Declarant to do so on behalf of Declarant.

Date: \_\_\_\_\_

\_\_\_\_\_  
Declarant Title

\_\_\_\_\_  
Declarant Title

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF VENTURA )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me, \_\_\_\_\_ the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE

(This Area For Official Notarial Seal)