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City of Oxnard  
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to Section 6103 of Government Code

WHEN RECORDED MAIL TO:  
Development Services  
Building & Engineering Division  
214 South C Street  
Oxnard, California 93030

**Declaration of Restrictive Covenant For  
Construction of Deck Over Seawall Obstructing  
City of Oxnard Access to Seawall**

**THIS DECLARATION OF RESTRICTIVE COVENANT** is executed by

\_\_\_\_\_

\_\_\_\_\_

(“DECLARANT”), this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in favor of the CITY OF OXNARD, a municipal corporation (“CITY”), located in the County of Ventura, State of California;

**WHEREAS**, DECLARANT owns Lot \_\_\_\_\_ of Tract \_\_\_\_\_ (“PROPERTY”) in the City of Oxnard, County of Ventura, State of California, (APN \_\_\_\_\_-0-\_\_\_\_\_-\_\_\_\_\_) more commonly known as: \_\_\_\_\_; and  
(Property Address)

**WHEREAS**, CITY owns and maintains the seawall on PROPERTY and within the nearby channel adjoining PROPERTY in which CITY owns an easement (“CITY PROPERTY”); and

**WHEREAS**, DECLARANT has requested a permit to construct a privately owned and maintained wooden (or similar material) deck (“DECK”) partially obstructing CITY access to the seawall; and

**WHEREAS**, DECLARANT acknowledges that CITY is required to perform periodic maintenance, including but not necessarily limited to, observation, inspection, and excavation or other construction behind the seawall.

**NOW, THEREFORE**, DECLARANT covenants as follows:

1. DECLARANT hereby provides CITY or CITY’S designee complete access, of any duration, on, over, under, and through the proposed DECK and the portion of the PROPERTY below the proposed DECK, at any time, upon reasonable notice, or in the event of emergency, as determined by CITY’S Director of Public Works (“DIRECTOR”) no advance notice, for the purpose of inspection and in case of emergency, to undertake any necessary repairs or other preventative measures to protect or repair the seawall.
2. DECLARANT agrees that DECLARANT shall remove the DECK and all other private improvements (“IMPROVEMENTS”) constructed within the maintenance area behind the seawall adjoining DECLARANT’S PROPERTY, at no cost to CITY, in the event that removal becomes necessary for repair, maintenance or any other reason whatsoever in the public interest as determined by DIRECTOR.

3. DECLARANT acknowledges and agrees that removal of IMPROVEMENTS within the maintenance area shall be accomplished within 7 days of receipt of written notice from CITY making such request. If DECLARANT has not completed removal of the IMPROVEMENTS within 7 days, DIRECTOR is hereby authorized by DECLARANT to cause the removal of the IMPROVEMENTS at DECLARANT's expense.
4. DECLARANT further acknowledges and agrees that all costs associated with removal of IMPROVEMENTS constructed within the maintenance area shall be at the sole cost of DECLARANT.
5. In event of legal action occasioned by any default or action of DECLARANT, DECLARANT agrees to pay all costs incurred by CITY in enforcing the terms of this Covenant, including reasonable attorney's fees and costs, and that CITY may record such costs (including costs incurred under item 3 above) as a special assessment against PROPERTY or as a lien on PROPERTY if DECLARANT fails to pay such costs within 30 days of CITY providing DECLARANT with an invoice detailing such costs.
6. This Covenant shall be recorded in the Office of the Recorder of Ventura County, California and shall constitute notice to all successors and assigns of the title to PROPERTY of the obligation herein set forth, and shall also constitute a lien in such amount as will fully reimburse CITY, including interest at the rate of 7% per annum, subject to foreclosure in event of default in payment required pursuant to this covenant.
7. DECLARANT agrees to indemnify, defend and hold harmless CITY and its officers, agents, employees and other authorized representatives from any and all liability, claims, demands, damages (whether contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, which result or are claimed to have resulted directly or indirectly from any acts or omissions related to this declaration performed by DECLARANT or any of DECLARANT's employees, agents, or contractors acting on DECLARANT's behalf. This agreement to indemnify, defend, and hold harmless shall apply whether such acts or omissions are willful or are the product of active negligence or passive negligence.
8. Pursuant to Civil Code Section 1468, the obligations herein undertaken by DECLARANT shall be deemed to be covenants running with PROPERTY for the benefit of CITY PROPERTY and shall be binding upon the heirs, successors, executors, administrators and assigns of DECLARANT. The term "DECLARANT" shall include not only the present DECLARANT, but also DECLARANT's heirs, successors, executors, administrators, and assigns. DECLARANT shall notify any successor to title of all or part of PROPERTY of the existence of this Covenant. DECLARANT shall provide such notice prior to such successor obtaining an interest in all or part of PROPERTY

**IN WITNESS THEREOF**, DECLARANT has executed this Restrictive Covenant as of the date first written above.

**DECLARANT:**

\_\_\_\_\_  
(Property Owner #1 Signature)

\_\_\_\_\_  
(Property Owner #2 Signature)

\_\_\_\_\_  
(Print Property Owner #1 Name)

\_\_\_\_\_  
(Print Property Owner #2 Name)

**NOTARIES REQUIRED**

**NOTARY ACKNOWLEDGEMENT REQUIRED**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_, 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.

Seal

Signature \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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Seal

Signature \_\_\_\_\_