

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
300 West Third Street, 4th Floor
Oxnard, California 93030

APN(s):

**DECLARATION OF RESTRICTIVE COVENANT AND
DEED RESTRICTION
FOR DETENTION BASIN PERPETUAL MAINTENANCE**

This declaration of restrictive covenant and deed restriction (“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 real property (“PROPERTY”) in the City of Oxnard,
(APN ___-0-___-___) located at _____, Oxnard, CA
and more particularly described as _____

_____ (“PROPERTY”);

WHEREAS, at the time of approval of the development project for Property known as
Planning and Zoning Permit _____ (“PROJECT”), CITY required PROJECT
to construct on-site detention basin(s) (“BASINS”); and

WHEREAS, DECLARANT will construct said BASINS at the locations described in
Exhibits "A" and “B”, which exhibits are attached hereto and incorporated herein by this
reference; and

WHEREAS, construction of said BASINS is more particularly shown on City of Oxnard
Drawing Number _____; and

WHEREAS, PROJECT conditions of approval obligate DECLARANT to maintain said
BASINS; and

WHEREAS, the BASINS will be constructed on private property and are private
facilities with all inspection, maintenance or replacement thereof being the sole responsibility of
DECLARANT in accordance with the terms of this COVENANT; and

WHEREAS, DECLARANT is aware that periodic and continuous maintenance is
required to assure proper performance of the BASINS; and

WHEREAS, CITY wishes to retain the right to inspect, repair, replace landscaping and generally maintain these BASINS along with the right of ingress and egress to and from same and to recover from DECLARANT the costs and expenses thereof in the event DECLARANT fails to fulfill its maintenance responsibilities.

NOW, THEREFORE, DECLARANT covenants as follows:

1. DECLARANT hereby provides CITY or CITY'S designee complete access, of any duration, to BASINS and their immediate vicinity along with rights of ingress and egress to the basins at any time, upon reasonable notice, or in the event of emergency, as determined by CITY'S Director of Public Works ("DIRECTOR") with no advance notice, for the purpose of inspection of BASINS, and in case of emergency, to undertake all necessary repairs or other preventative measures at DECLARANT'S expense as provided in paragraph 5 below. CITY shall make reasonable efforts to minimize or avoid interference with DECLARANT'S use of PROPERTY.
2. DECLARANT agrees to use its best efforts to diligently maintain BASINS in a manner assuring peak performance at all times. DECLARANT shall maintain records of all maintenance performed on BASINS.
3. DECLARANT agrees that the volume of detention in BASINS shall be maintained as originally designed and accepted by CITY and as shown on Exhibit "B".
4. DECLARANT agrees not to use BASINS for storage purposes and shall take precautionary measures to prevent blockage of drainage facilities within BASINS.
5. In the event DECLARANT, or its successors or assigns, in the opinion of DIRECTOR, fails to accomplish the necessary maintenance contemplated by this COVENANT, then following written notice to DECLARANT and after a reasonable period within which to cure (of not more than seven (7) days), DIRECTOR is hereby authorized by DECLARANT to cause any necessary maintenance to be done. DECLARANT hereby agrees to reimburse CITY for the actual costs and expenses of work performed under this COVENANT along with a reasonable charge for administrative overhead.
6. In event of legal action occasioned by any default or action of DECLARANT, DECLARANT agree(s) 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 5 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.
7. CITY may require DECLARANT to post security in a form and for a time period satisfactory to CITY to guarantee the performance of the obligations stated herein. Should DECLARANT fail to perform the obligations under the COVENANT, CITY may, in the case of a cash bond, act for DECLARANT using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations of this COVENANT. As an additional remedy, DIRECTOR may withdraw any previous stormwater related approval with respect to the PROPERTY on which the BASINS have been installed until such time as DECLARANT pays to CITY its reasonable costs incurred in accordance with paragraphs 5 and 6 above.

8. 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.

9. 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 the wrongful or negligent acts, errors or omissions of DECLARANT or any of its employees, agents, or contractors in fulfilling DECLARANT'S obligations provided for in this COVENANT, except in cases of sole negligence on the part of CITY or its officers, agents, employees or subcontractors.

10. The obligations herein undertaken by DECLARANT shall be deemed to be covenants running with 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 DECLARANTS 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.

11. Time is of the essence in the performance of this COVENANT.

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

DECLARANT:

DECLARANT:

Entity: _____

Entity: _____

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

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.

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 _____

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.

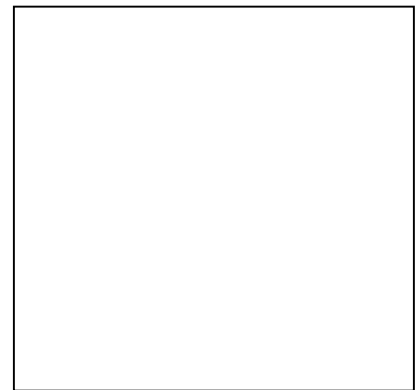
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____.

EXHIBIT "A"

(Detention Basin location Legal Description)



Engineer's seal and signature

EXHIBIT "B"

(Detention Basin plat including Basin Volumes)