



Meeting Date. 10-14-08

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Paul J. Wendt *Paul Wendt* Agenda Item No. **I-2**
 Reviewed By: City Manager *ALB* City Attorney *Art* Finance *Jac* Other (Specify) _____

DATE: September 15, 2008

TO: City Council

FROM: Paul J. Wendt, Supervising Civil Engineer
Development Services *PJW*

SUBJECT: Two Special Service Easement Deeds and Agreements with D.R. Horton Los Angeles Holding Company

RECOMMENDATION

That City Council approve and authorize the Mayor to execute two special service easement deeds and agreements with D.R. Horton Los Angeles Holding Company (D-4303) to allow private electrical lines, electrical panels, and electrical meters to be located within two City owned landscape lots within Tract No. 5266, located on the southwest corner of Wooley Road and Victoria Avenue.

DISCUSSION

Seabridge (Tract No. 5266) is a subdivision approved by the City on the southwest corner of Wooley Road and Victoria Avenue. The Seabridge development includes construction of private roadways and private boat docks associated with onsite residential units. The project also includes numerous parks and landscape lots interconnected by public walkways adjacent to the waterways. Parcel N of Tract 5266-7 and Parcel C of Tract 5266-1 were dedicated to the City by the Seabridge Developer as part of the onsite walkway system and associated landscape area. This easement allows electrical lines and equipment that provide electrical service to the adjacent boat docks and private gates to be located within these parcels. The agreement portion of the document requires the Seabridge Master Homeowners Association to obtain an encroachment permit prior to performing any maintenance within the easements and to return the landscaping to its pre-existing condition when maintenance has been completed.

FINANCIAL IMPACT

None

PJW

Attachment #1 - Special Service Easement Deed and Agreement over Parcel N of Tract 5266-7
Attachment #2 - Special Service Easement Deed and Agreement over a portion of Parcel C of Tract 5266-1

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, RETURN TO:
Oxnard City Clerk's Office
305 West Third Street
Oxnard, CA 93030

APN 188-0-291-195

SPECIAL SERVICE EASEMENT DEED
AND AGREEMENT
(Tract 5266-7)

D-4303

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF OXNARD, a municipal corporation ("Grantor"), hereby grants and transfers to D.R. HORTON LOS ANGELES HOLDING COMPANY ("Grantee"), its successors or assigns, a Special Service Easement upon, across, above and under the real property described in Exhibit "A", attached hereto and incorporated herein in full by this reference.

The Special Service Easement is hereby granted and given for the installation, use, repair, maintenance, restoration and replacement as necessary of private electrical lines, electrical panels, and electrical meters for the delivery of electricity ("Special Service Utilities"). Grantee shall have the right to install the Special Service Utilities for the benefit of Seabridge Master Homeowners Association ("Association"). All subsequent repair, maintenance, restoration and/or replacement ("Easement Work") of the Special Service Utilities and all work that may be required to be performed in connection with those Special Service Utilities shall be performed by, through and at the direction of the Association.

Except for emergency work that is necessary to prevent injury to persons or damage to property, no Easement Work shall be commenced without the prior written consent of the Building and Engineering Division of the City of Oxnard in the form of an encroachment permit and if appropriate an electrical permit. Such written consent may contain conditions consistent with the public's interest. Furthermore, any and all Easement Work shall be undertaken in such a manner so that the property of the City of Oxnard affected by the same is restored to its condition existing prior to the commencement of the Easement Work.

Grantee and its successors or assigns ("Easement Holder") agrees to indemnify, hold harmless and defend the City, the City Council, and each member thereof, and every officer, employee, representative or agent of the 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 use of this Special Service Easement by Easement Holder, or other persons acting on Easement Holder's behalf, except to the extent, if any, such liability, claims, demands, actions, damages, cost, and/or financial loss arise from or are the product of the gross negligence or willful misconduct of the Grantor or its agents, employees or other persons acting on Grantor's behalf.

Easement Holder's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Easement Holder is obligated to indemnify and hold harmless.

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ATTACHEMENT # 1
PAGE 1 OF 5

Easement Holder shall obtain and maintain such insurance coverage as the City's Risk Manager should reasonably require, issued by a company satisfactory to the Risk Manager, prior to the commencement of any work and failure to continue said insurance coverage in effect shall be cause for termination of the Special Service Easement; provided, however, that Grantor shall give Grantee 30 days prior written notice of its intent to terminate the Special Service Easement during which time Grantee may procure the necessary insurance.

CITY OF OXNARD

By: _____

Name: _____

Title: _____

ACCEPTANCE BY GRANTEE

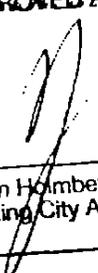
Grantee does hereby accept the Special Service Easement together with the covenants and conditions thereof, all of which shall be binding upon Grantee and its successors or assigns.

**D.R. HORTON LOS ANGELES HOLDING
COMPANY, INC., a Californian Corporation**

By: _____

Name: Rodney Singh

Title: VP

APPROVED AS TO FORM:


Alan Holmberg
Acting City Attorney

STATE OF CALIFORNIA)
COUNTY OF Ventura) §

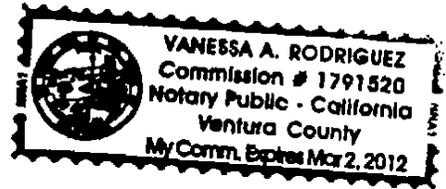
On 9/26/08, 2008 before me, Vanessa A. Rodriguez, a notary public, personally appeared Rodney Singh, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 [Handwritten Signature]

(Seal)



STATE OF CALIFORNIA)
COUNTY OF _____) §

On _____, 2008 before me, _____, a notary public, 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 _____

(Seal)

EXHIBIT "A"

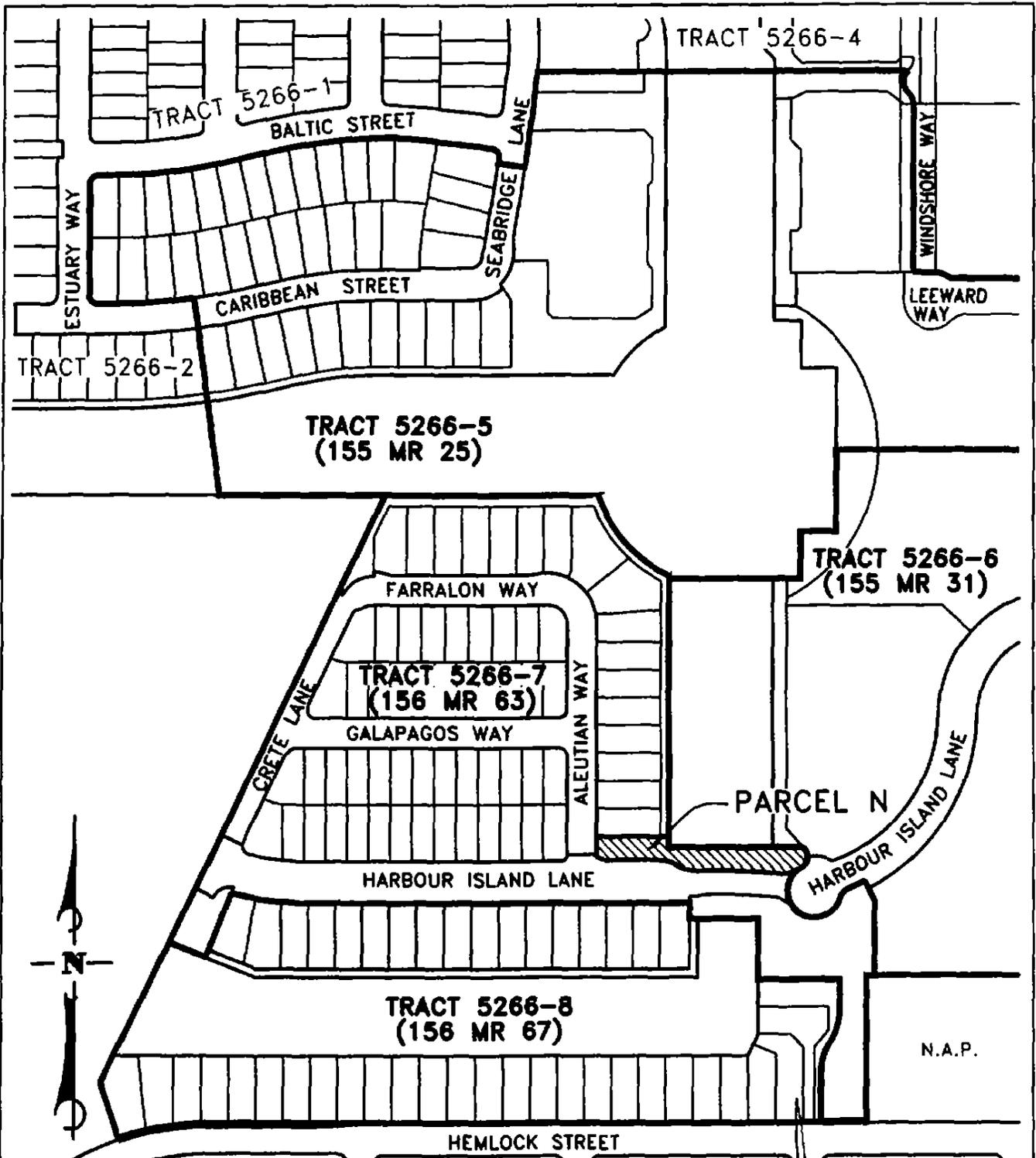
Legal Description

Parcel N of Tract No. 5266-7, in the City of Oxnard, County of Ventura, State of California as shown on the map filed in Book 156, Pages 63 through 66 inclusive, of Miscellaneous Records, in the Office of the County Recorder of said County.



[Handwritten signature]
14 May 2008





Penfield & Smith
Engineering · Surveying · Planning
· Construction Management ·

W.O. 15080.99 15080EX12-PARKS.dwg



[Handwritten signature]

EXHIBIT "B"

CITY OF OXNARD
COUNTY OF VENTURA

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ATTACHEMENT # 1
PAGE 5 OF 5

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, RETURN TO:
Oxnard City Clerk's Office
305 West Third Street
Oxnard, CA 93030

APN 188-0-250-025

SPECIAL SERVICE EASEMENT DEED
AND AGREEMENT
(Tract 5266-1)

D-4303

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF OXNARD, a municipal corporation ("Grantor"), hereby grants and transfers to D.R. HORTON LOS ANGELES HOLDING COMPANY ("Grantee"), its successors or assigns, a Special Service Easement upon, across, above and under the real property described in Exhibits "A" and "B", attached hereto and incorporated herein in full by this reference.

The Special Service Easement is hereby granted and given for the installation, use, repair, maintenance, restoration and replacement as necessary of private electrical lines, electrical panels, and electrical meters for the delivery of electricity ("Special Service Utilities"). Grantee shall have the right to install the Special Service Utilities for the benefit of Seabridge Master Homeowners Association ("Association"). All subsequent repair, maintenance, restoration and/or replacement ("Easement Work") of the Special Service Utilities and all work that may be required to be performed in connection with those Special Service Utilities shall be performed by, through and at the direction of the Association.

Except for emergency work that is necessary to prevent injury to persons or damage to property, no Easement Work shall be commenced without the prior written consent of the Building and Engineering Division of the City of Oxnard in the form of an encroachment permit and if appropriate an electrical permit. Such written consent may contain conditions consistent with the public's interest. Furthermore, any and all Easement Work shall be undertaken in such a manner so that the property of the City of Oxnard affected by the same is restored to its condition existing prior to the commencement of the Easement Work.

Grantee and its successors or assigns ("Easement Holder") agrees to indemnify, hold harmless and defend the City, the City Council, and each member thereof, and every officer, employee, representative or agent of the 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 use of this Special Service Easement by Easement Holder, or other persons acting on Easement Holder's behalf, except to the extent, if any, such liability, claims, demands, actions, damages, costs and/or financial loss arise from or are the product of the gross negligence, or willful misconduct of Grantor or its agents, employees or other persons acting on Grantor's behalf.

Easement Holder's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Easement Holder is obligated to indemnify and hold harmless.

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ATTACHEMENT # 2
PAGE 1 OF 5

Easement Holder shall obtain and maintain such insurance coverage as the City's Risk Manager should reasonably require, issued by a company satisfactory to the Risk Manager, prior to the commencement of any work, and failure to continue said insurance coverage in effect shall be cause for termination of the Special Service Easement; provided, however, that Grantor shall give Grantee 30 days prior written notice of its intent to terminate the Special Service Easement during which time Grantee may procure the necessary insurance.

CITY OF OXNARD

By: _____

Name: _____

Title: _____

ACCEPTANCE BY GRANTEE

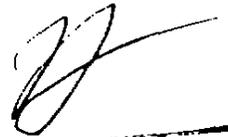
Grantee does hereby accept the Special Service Easement together with the covenants and conditions thereof, all of which shall be binding upon Grantee and its successors or assigns.

**D.R. HORTON LOS ANGELES HOLDING
COMPANY, INC., a Californian Corporation**

By:  _____

Name: ROHNEY SINGH

Title: V.P.

APPROVED AS TO FORM

Alan H. [unclear]
Acting City Manager

STATE OF CALIFORNIA)
COUNTY OF Ventura) §

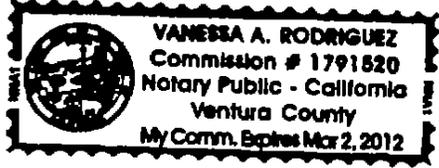
On 9/26, 2008 before me, Vanessa A. Rodriguez #2, a notary public, personally appeared Rodney Singh, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 [Handwritten Signature]

(Seal)



STATE OF CALIFORNIA)
COUNTY OF _____) §

On _____, 2008 before me, _____, a notary public, 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 _____

(Seal)

EXHIBIT "A"

Legal Description

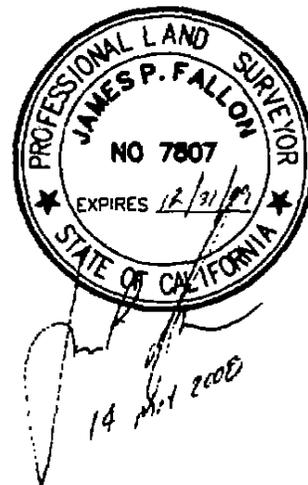
That portion of Parcel C of Tract No. 5266-1, in the City of Oxnard, County of Ventura, State of California as shown on the map filed in Book 154, Pages 19 through 30 inclusive, of *Miscellaneous Records, in the Office of the County Recorder of said County, lying easterly and southerly of the following described line:*

Commencing at the intersection of the centerline of Adriatic Street with the southerly prolongation of the east line of Lot 195 as shown on said Tract No. 5266-1, thence, along said southerly prolongation, North 00°00'20" East 18.50 feet to the southerly line of said Parcel C and the **True Point of Beginning**, thence, continuing on said southerly prolongation, east line of said Lot 195 and its northerly prolongation,

1st - North 00°00'20" East 136.00 feet to the northerly line of said Parcel C; thence, along said northerly line and its easterly prolongation,

2nd - South 89°59'40" East 46.38 feet to the easterly line of said Parcel C.

Containing 7,656 square feet, more or less.



W:\WORK\15080\15080.99\LEGAL\15080EASE-ELEC.DOC
R:\ACAD\WORK\15080\SURVEY\LEGAL-EXHIBITS-EASEMENTS\15080EX10-ELEC-PEDSTL.DWG

JPF/BPH
5/14/2008

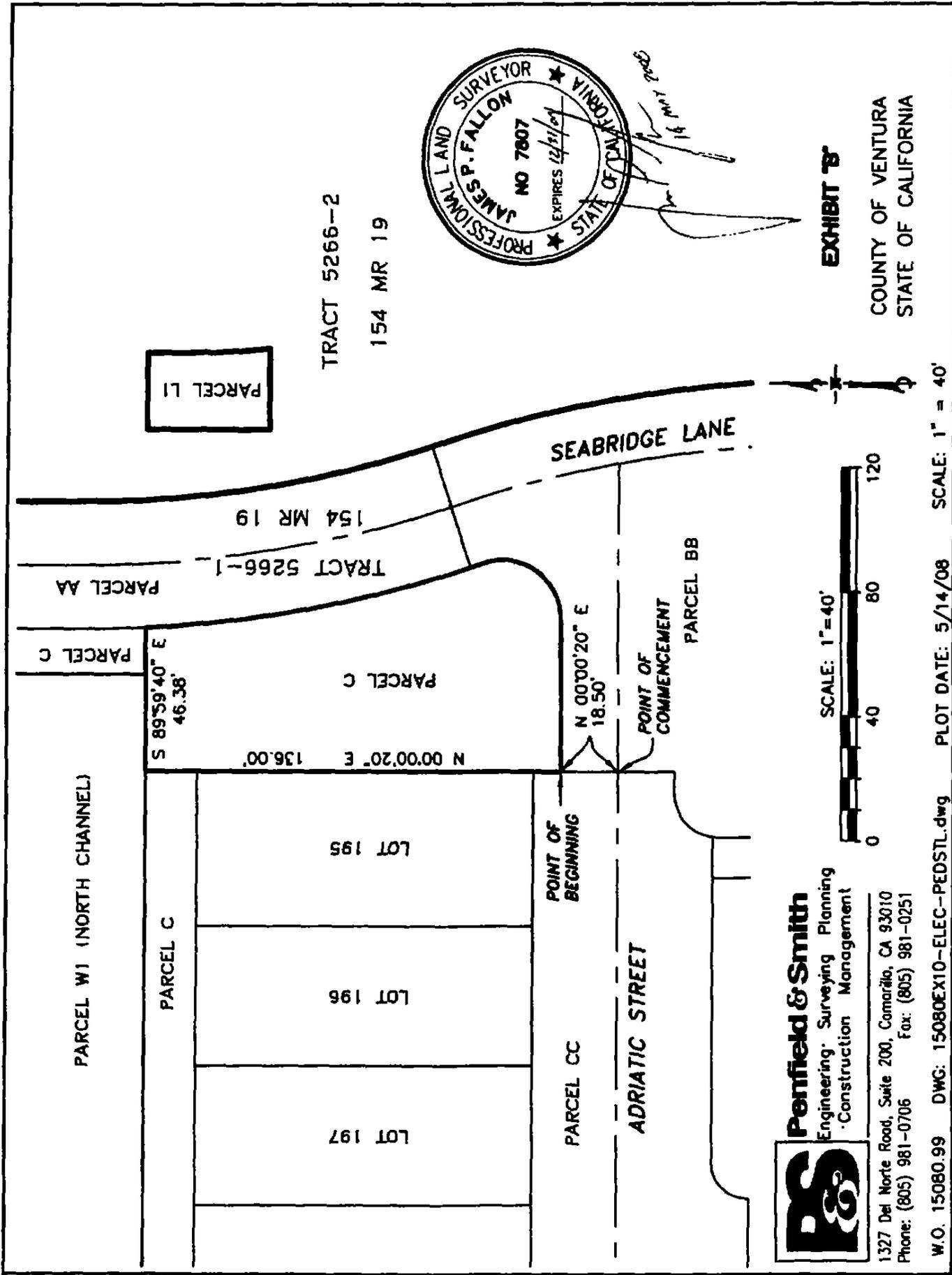
Page 1 of 1



Penfield & Smith

000014

ATTACHEMENT # 2
PAGE 4 OF 5



Penfield & Smith
 Engineering · Surveying Planning
 · Construction Management

1327 Del Norte Road, Suite 200, Camarillo, CA 93010
 Phone: (805) 981-0706 Fax: (805) 981-0251

W.O. 15080.99 DWG: 15080EX10-ELEC-PEDSTL.dwg PLOT DATE: 5/14/08 SCALE: 1" = 40'