

# **NOTICE TO HOMEOWNER**

## **Seawall Maintenance Work in Progress**

The City of Oxnard, through its contractor Harbor Offshore, Inc., is currently performing maintenance and repair work on the seawall that is adjacent to your property. To perform this work the contractor's personnel and equipment must enter onto and use both the public easement on your property and any dock, gangplank, ramp, ladder, stairs, or other improvements that you have constructed or maintained across the easement or on the public waterway.

THE CONTRACTOR HAS INSPECTED THE DOCK AND OTHER EQUIPMENT AND IMPROVEMENTS THAT ARE ON OR CONNECTED TO THE PUBLIC EASEMENT ON YOUR PROPERTY AND HAS DETERMINED THAT BECAUSE OF THEIR CONDITION, CONSTRUCTION OR LOCATION THERE IS A REASONABLE RISK THAT DAMAGE TO THEM WILL RESULT FROM CONTRACTOR'S WORK ON THE SEAWALL. BECAUSE YOU ARE MAINTAINING IMPROVEMENTS ON THE PUBLIC EASEMENT OR WATERWAY, YOU MUST CHOOSE TO DO ONE OF THE FOLLOWING:

- A. Remove the improvements, or
- B. Accept the risk of damage to the improvements if they remain in place while work on the seawall is performed.

If you choose to accept the risk of damage to the improvements, then please sign the damage waiver and return the signed form to the contact person indicated below. If you would prefer to remove the improvements, no work will be done to repair the seawall adjacent to your property until the improvements are removed.

## **DAMAGE WAIVER**

I certify that I am the owner of the property located at the address indicated below. In consideration of my not removing improvements I have constructed or maintained on or in the public easement, seawall or waterway on or adjacent to my property, I hold harmless and release Harbor Offshore, Inc. and the City of Oxnard, their owners, employees, subcontractors and agents (the "Releasees") from all liability arising from or related to the inspection, maintenance, repair or replacement of the Mandalay Bay seawalls and waterways, unless the damage is through the intentional misconduct or gross negligence by the City, Contractor, or their employees, agents, officials, consultants or contractors. . I further agree that I will bring no claims, demands or litigation against any Releasee for any economic or non-economic loss due to bodily injury, death or property damage sustained by any person arising from or related to damage to the Improvements that may have been inflicted by any of the Releasees, unless the damage is through the intentional misconduct or gross negligence by the City, Contractor, or their employees, agents, officials, consultants or contractors. .

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(Signature of Homeowner)

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(Print Name of Homeowner)

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(Date Signed)

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(Property Address)

Please return this signed waiver form to the following contact person:

General Manager  
Harbor Offshore, Inc.  
5720 Nicolle Street  
Ventura, CA 93003