

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Oxnard
Planning Division
214 South C Street
Oxnard, California 93030

Request recording without fee. Record for the benefit of the
City of Oxnard Pursuant to section 6103 of the Government Code.

(Space above this line for Recorder’s use)

A.P.N. XXX-X-XXX-XXX

CITY OF OXNARD

PARKLET MAINTENANCE AND LICENSE AGREEMENT NO. _____

RECITALS

This Parklet Maintenance and Licensing Agreement (“Agreement”) is entered into this
____ day of _____, 20__, by and between the City of Oxnard (“City”) and
_____ (“Permittee”).

WHEREAS, on March 27, 2018, the City Council adopted Ordinance No. 2936,
approving a pilot program for the development of Parklets within the public right-of-way within
the Central Business District, designating authority to the Development Services Director to
execute Parklet Maintenance and License Agreements on behalf of the City, and waiving traffic
impact fees associated with these improvements; and

WHEREAS, the Permittee desires to construct and operate a Parklet (“Parklet” or
“Project”) and is the owner of real property adjacent to the proposed parklet, or has obtained
permission from the owner of real property commonly known as (ADDRESS) (the “Property”)
and depicted along with the Parklet on the attached Exhibit A and incorporated herein by this
reference; and

WHEREAS, the Permittee, its administrators, co-owners, executors, successors, heirs,
assigns, legal representatives, and all persons acquiring any part or portion of the Property
(hereinafter collectively referred to as “Permittee”) recognizes that the Parklet must be
constructed, operated, and maintained as indicated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and also the benefit received by
the Permittee as a result of the City’s approval of the Project, all of which are hereby
acknowledged, the Permittee hereby covenants and agrees with the City as follows:

A parklet maintenance and license agreement (“Permit”) is hereby issued to the Permittee
to encroach upon property owned by the City of Oxnard (“City”) described and detailed in the
diagram set forth in Exhibit A (the “License Area and Parklet Plans”). Exhibit A is hereby
incorporated by this reference as though fully set forth at length. In consideration of the issuance

of this Permit, Permittee hereby covenants and agrees, for the benefit of the City, as follows:

1. This Permit authorizes the construction and maintenance of the facilities described herein and related improvements (the "Improvements") by Permittee and its successors and assigns only in the manner and for the purposes described herein.

2. The Improvements shall be constructed and maintained in accordance with all applicable federal, state and local standards.

3. This Permit is issued pursuant to section 19-209(C) of the Oxnard City Code to allow construction and maintenance of the Improvements authorized by this Agreement. By issuance of this Permit the City hereby grants to Permittee and its employees, agents, contractors, and tenants a nonexclusive right to encroach upon the Encroachment Area for the following purposes, all at Permittee's sole cost and expense: To install, construct, maintain, modify, repair and remove the Improvements in accordance with the terms of this Permit as depicted on the site plan attached hereto as Exhibit "A". Nothing in this section shall be deemed to modify Permittee's obligations to comply with any additional City permitting requirements, including the above-referenced land use approval.

4. Permittee agrees to pay all costs incurred by the City in enforcing the terms of this Permit, including reasonable attorney's fees and costs, and that the City may record such costs as a special assessment against the Property or as a lien on the Property if Permittee fails to pay such costs within 30 days of the City providing Permittee with an invoice detailing such costs. Failure to make such payment shall also be grounds for revocation of this Permit.

5. The term of this Permit is indefinite and may be revoked by the City or abandoned by Permittee at any time. The City shall mail written notice of revocation to Permittee addressed to the Property, which shall set forth the date upon which the benefits of this Permit are to cease. Permittee waives the right to assert any claim or action against the City arising out of or resulting from the revocation of this Agreement, removal of the Improvements, or any other action by the City, its officers, agents or employees taken in accordance with the terms of this Permit.

6. No material modification, upgrading, or reconstruction of Improvements covered by this Permit is authorized without prior approval by City, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City's prior written approval shall not be required for maintenance or repair of the Improvements or in the case of emergency. Nothing contained herein limits Permittee's obligations to obtain and comply with any additional City permitting requirements.

7. Upon revocation of this Permit or abandonment of the Improvements, Permittee shall, at no cost to the City, remove the Improvements and restore the License Area to its pre-permit condition within the time specified in the notice of revocation or prior to the date of abandonment. If Permittee has not completed removal of the Improvements within the specified time, City shall have the right to remove the Improvements and restore the License Area to its pre-permit condition, and Permittee agrees to reimburse the City for the costs incurred.

8. Permittee agrees to indemnify, defend and hold harmless the 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 Permit performed by Permittee or any of Permittee's employees, agents, or contractors acting on Permittee's behalf; and Permittee's duty to indemnify, defend and hold harmless the City shall apply whether such acts or omissions are willful or are the product of active negligence or passive negligence.

9. This Permit and the covenants and conditions set forth herein shall run with the land and be binding upon and inure to the benefit of future owners, encumbrancers, successors, heirs, transferees and assigns of the respective parties.

10. Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation. Permittee shall be solely responsible for payment of any property taxes assessed on such possessory interest.

11. Permittee agrees, as a condition of this Permit, to ensure that the Parklet is maintained in a manner that does not create a nuisance to adjacent properties or the public. Permittee is required to repair and maintain the parklet as needed to conform to the approved condition.

12. Permittee agrees, as a condition of this Permit, to remove debris and trash which may accumulate within the License Area

13. Permittee acknowledges, as a condition of this Permit, that the sale, service and consumption of alcohol within the parklet are prohibited.

14. Permittee, as a condition of this Permit, is responsible for ensuring that use of the Parklet is restricted to patrons of the Permittee's business only.

15. Permittee agrees, as a condition of this Permit, to remove all moveable furniture and improvements from the Parklet during non-operating hours. These items shall be stored within the business and not visible from the public right-of-way.

16. Permittee agrees, as a condition of this permit to repair any damage to the Parklet within 24 hours.

17. Permittee agrees, as a condition of this permit, to provide the Police Department with a trespass letter to assist officers in addressing criminal behavior, including but not limited to loitering, if it occurs after hours within the enclosed area of the Parklet.

18. Permittee agrees, as a condition of this Permit, to design and maintain the Parklet in compliance with the California Standards Code.

19. This Permit shall be recorded in the Office of the Recorder of Ventura County, California.

20. This Permit is approved and issued by the City of Oxnard, California, this xx day of xxxx, 20__.

AGREED AND ACCEPTED

Date: _____, 20__

PERMITTEE

Name: _____

Title: _____

PROPERTY OWNER

(IF PERMITTEE IS NOT THE PROPERTY OWNER)

Date: _____, 20__

Name: _____

Title: _____

CITY OF OXNARD

Ashley Golden
Development Services Director

SIGNATURES MUST BE ACKNOWLEDGED BY NOTARY

EXHIBIT "A" TO PARKLET MAINTENANCE AND LICENSE AGREEMENT NO.



LICENSE AREA AND PARKLET PLANS