



S.V.

Meeting Date: 04/28/09

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: Sal Velasquez, Fire Marshal Agenda Item No. I-3

Reviewed By: City Manager [Signature] City Attorney SME Finance [Signature] Other (Specify) _____

DATE: April 13, 2009

TO: City Council

FROM: W.J. Milligan, Fire Chief
Fire Department

SUBJECT: Approval of Fire Access Agreement (Agreement No. 4762-09-FI) with Marine Emporium Landing, LLC

RECOMMENDATION

That City Council approve and authorize the mayor to sign Agreement No. 4762-09-FI with Marine Emporium Landing, LLC, specifying Fire Department access to property located at 3550 – 3600 So. Harbor Boulevard.

DISCUSSION

Marine Emporium Landing, LLC leases from Ventura County property located at 3550 – 3600 So. Harbor Boulevard. Although the County owns the property, the City provides fire protection services to the area. Following the recent reconstruction of a portion of the property, the fire access was relocated. However, the relocated fire access is not specified in the approved site plan for the property. The proposed agreement establishes the relocated fire access and provides that the City shall not be liable for any damage to tenant improvements caused by the City's use of the relocated fire access.

FINANCIAL IMPACT

There is no anticipated financial impact to the City budget.

SF/fg

Attachment #1 - Fire Access Agreement No. 4762-09-FI

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Oxnard
City Clerk
305 W. Third 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

Agreement No. 4762-09-FI

FIRE ACCESS AGREEMENT

THIS FIRE ACCESS AGREEMENT ("Agreement") is made this ___ day of _____, 2009, between the CITY OF OXNARD, a municipal corporation ("City") and MARINE EMPORIUM LANDING, LLC, a California limited liability company ("Operator").

RECITALS

A. Operator operates a commercial center on property it leases from the County of Ventura located in the City of Oxnard, County of Ventura at 3550 – 3600 South Harbor Boulevard on Parcels H-1, H-2, X1-B and X1-C depicted in Exhibit "A" attached hereto (the "Property").

B. Pursuant to an agreement between the County of Ventura and City, City provides fire protection and building inspection services to the Property.

C. Operator has constructed various improvements on the Property pursuant to City Building Permit 06-4113.

D. Operator has requested that the approved fire access on the Property be relocated from the southwesterly portion of the Property to the portions of Parcels H-1 and H-2 shown on Exhibit "A" and described in Exhibit "B" attached hereto (the "Fire Access").

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. City hereby approves the Fire Access to the Property as shown on Exhibit "A" and as described in Exhibit "B".
2. Operator shall maintain the Fire Access in a state of good repair and keep the Fire Access free and clear of any obstruction, including but not limited to the parking of motor vehicles, trailers, and boats, that would impede access by fire apparatus. The

maintenance of paving on the Fire Access is the responsibility of Operator, and Operator shall post and maintain appropriate signs in conspicuous places along the Fire Access, stating "Fire Lane, No Parking."

3. City shall not be responsible or liable in any manner for any damage to improvements constructed within the Fire Access caused by the City's use of the Fire Access.

4. This Agreement may be amended only by a writing executed by the Parties.

5. As authorized by Government Code sections 27280 and 27281.5, this Agreement shall be recorded in the Office of the County Recorder for Ventura County, California.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the first date set forth above.

THE CITY OF OXNARD

MARINE EMPORIUM LANDING, LLC,

Thomas E. Holden, Mayor

By *F. Steven Buenger*
F. Steven Buenger,
Managing Member

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

Alan Holmberg
Alan Holmberg, City Attorney

State of California County of <u>Ventura</u>
Subscribed and sworn to (or affirmed) before me on this <u>22</u> day of <u>April</u> , 20 <u>09</u> , by <u>F. Steven Buenger</u> , proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
Signature <u><i>Alan Holmberg</i></u>

Attachment No. 1
Page 2 of 7

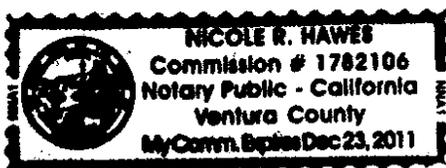
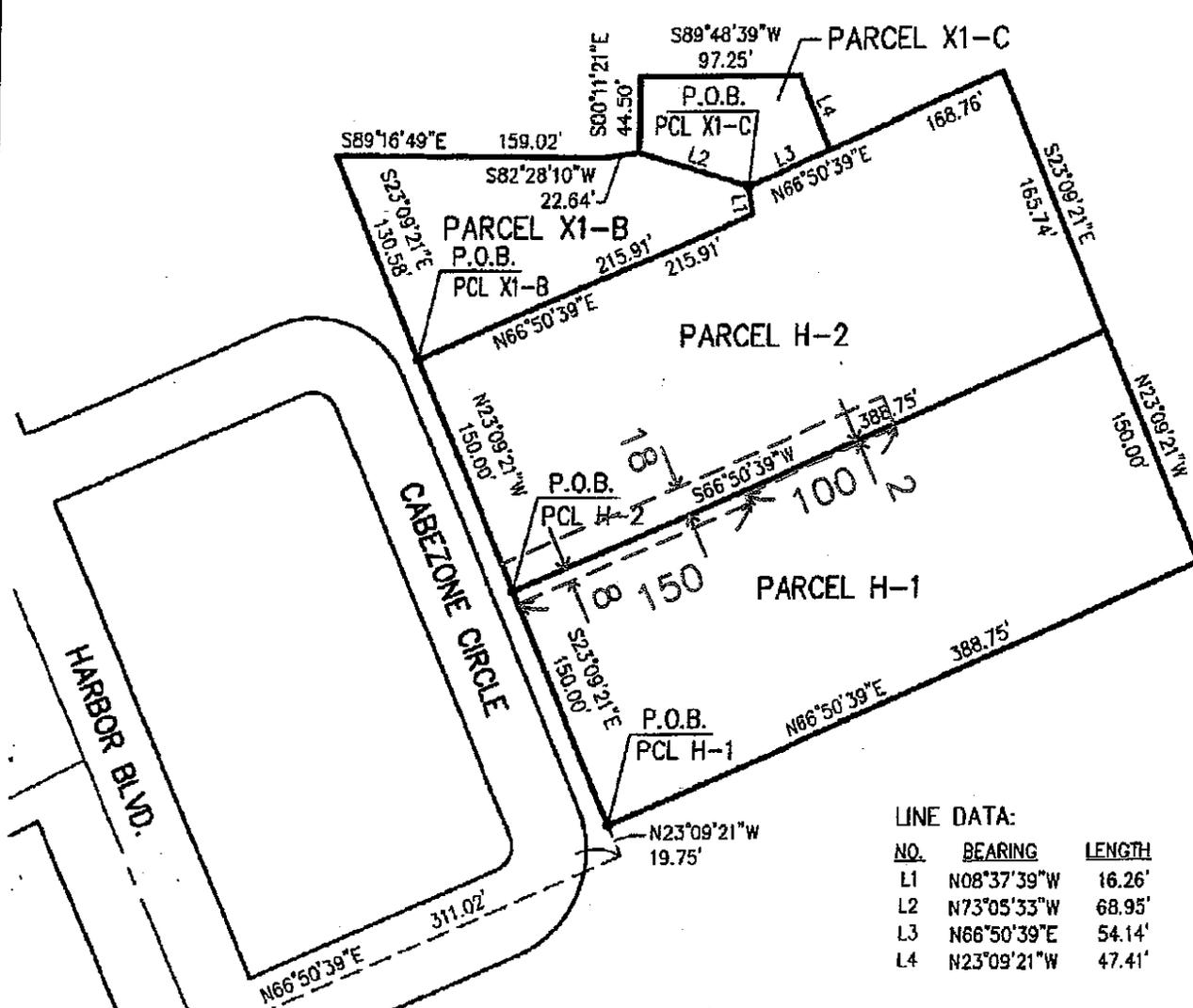


Exhibit "A"
Property and Fire Access Diagram

EXHIBIT "A"

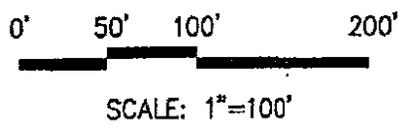
SHEET 1 OF 1



LINE DATA:

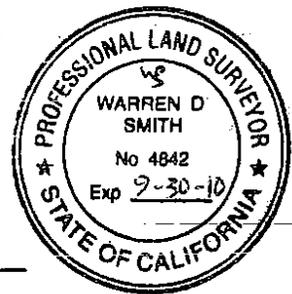
NO.	BEARING	LENGTH
L1	N08°37'39"W	16.26'
L2	N73°05'33"W	68.95'
L3	N66°50'39"E	54.14'
L4	N23°09'21"W	47.41'

SOUTH EAST
TERMINUS OF
2ND COURSE
OF 1810 OR 18



Warren D. Smith 4-13-09

WARREN D. SMITH DATE
LS 4842 (EXP. 09/30/10)
CITY SURVEYOR, CITY OF OKNAP



I:\APR039701\Survey\Exhibits\3970 Ex B lease bndy rev 1.dwg Mar 21 2007 2:55pm mcarrollier

Exhibit "B"
Fire Access Legal Description

EXHIBIT B

FIRE ACCESS DESCRIPTION

A portion of Lots 10 and 26 of the Patterson Ranch Subdivision in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 8, at Page 1 of Miscellaneous Records (Maps) in the office of the County Recorder of said County, being the southeasterly 18 feet of the southwesterly 250 feet of the property more particularly described as follows:

COMMENCING at a point in the southwesterly line of the parcel of land described in the deed recorded December 23, 1959, as Document No. 47947 in Book 1810 at Page 18, of Official Records of said County, at the southeasterly terminus of the 2nd course, recited as "North 22°00'36" West 1675.06 feet", in said deed; thence, North 23°12'06" West 1516.33 feet along said southwesterly line to a point; thence, leaving said southwesterly line, North 66°50'39" East 311.02 feet to a point; thence at a right angle, North 23°09'21" West 169.75 to the **POINT OF BEGINNING**; thence continuing

- 1st: North 23°09'21" West a distance of 150.00 feet; thence at a right angle,
- 2nd: North 66°50'39" East a distance of 215.91 feet; thence,
- 3rd: North 08°37'39" West a distance of 16.26 feet; thence,
- 4th: North 66°50'39" East a distance of 168.76 feet to the northwesterly prolongation of the northeasterly line of the hereinabove described parcel; thence along said prolongation,
- 5th: South 23°09'21" East a distance of 165.74 feet to the most northerly corner of said hereinabove described parcel; thence along the northerly line of said parcel,
- 6th: South 66°50'39" West a distance of 388.75 feet to the **POINT OF BEGINNING**.

TOGETHER WITH the northeasterly 8 feet of the southwesterly 150 feet and the northeasterly 2 feet of the northeasterly 100 feet of the southwesterly 250 feet of the property more particularly described as follows:

COMMENCING at a point in the southwesterly line of the parcel of land described the deed recorded December 23, 1959, as Document No. 47947 in Book 1810 at Page 18 of Official Records of said County, at the southeasterly terminus of the 2nd course, recited as "North 22°00'36" West 1675.06 feet" in said deed; thence, North 23°12'06" West 1516.33 feet along said southwesterly line to a point; thence, leaving said southwesterly line, North 66°50'39" East 311.02 feet to a point; thence at a right angle,

North 23°09'21" West 19.75 feet to the **POINT OF BEGINNING**; thence at a right angle,

1st: North 66°50'39" East a distance of 388.75 feet; thence at a right angle,

2nd: North 23°09'21" West a distance of 150.00 feet; thence at a right angle,

3rd: South 66°50'39" West a distance of 388.78 feet; thence at a right angle,

4th: South 23°09'21" East a distance of 150.00 feet to the **POINT OF BEGINNING**.