



Meeting Date: 07/31/12

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: Anthony Emmert, Water Resources Manager  Agenda Item No. I-14

Reviewed By: City Manager  City Attorney  Finance  Public Works

**DATE:** July 19, 2012

**TO:** City Council

**FROM:** Rob Roshanian, Interim Public Works Director  **FOR: RR**  
Public Works

**SUBJECT:** License Agreement No. A-7472 with the Oxnard Auto Dealers Association and Plaza Del Norte Business Center Association for Shared Maintenance of the Public Drainage Channel Located to the East of the Oxnard Auto Center

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the License Agreement with the Oxnard Auto Dealers Association and Plaza Del Norte Business Center Association for shared maintenance of the public drainage channel located to the east of the Oxnard Auto Center (Agreement No. A-7472).

**DISCUSSION**

In 1987, the underlying fee title property owners of parcels to the east of the Oxnard Auto Center granted an easement to the City to construct and maintain a drainage channel (the Property) across their parcels, with the execution of the Quitclaim Deed Instrument No. 87-061272 (Attachment No. 3) and the Deed and Grant of Easement Instrument No. 89-087635 (Attachment No. 4).

From 1987 until 2010, the Oxnard Auto Dealers Association and Plaza Del Norte Business Center Association (collectively referred to as "Licensee") maintained the Property, removing overgrown vegetation and weeds from the Property, in order to prevent flooding of the Licensee-member properties during normal rain events. In 2010, the Licensee was having difficulty paying for maintenance of the Property, and approached the City for assistance. A through records search yielded no documents that clearly defined whether the Licensee or the City was responsible for the maintenance of the Property. Negotiations with the Licensee with respect to the maintenance of the Property led to the execution of a six-month temporary License Agreement No. 5545-11-PW on September 21, 2011 (Attachment No. 2). The Licensee performed maintenance on the Property in late 2011 and through the spring of this year.

As a result of further negotiations, the Licensee has offered to contribute its services to the City to remove overgrown vegetation, weeds and run-on soil from adjacent agricultural fields from the Property every other year, prior to the expiration of the Term of the License Agreement Number A-7472, at Licensee's sole cost (Attachment No. 1). The City will perform the maintenance in alternate years. The term of this Agreement is July 1, 2012 through July 1, 2022.

**License Agreement No. A-7472 with the Oxnard Auto Dealers Association and Plaza Del Norte Business Center Association for shared maintenance of the public drainage channel located to the east of the Oxnard Auto Center**

July 19, 2012

Page 2

In addition to the routine removal of weeds and run-on soil, approximately every five years, major reworking maintenance must be performed on the earthen channel to adjust the flow line, repair erosion damage to the sides, maintain the access roadway, and maintain the fencing along Santa Clara Avenue. The City will perform this major reworking once during the first half of the term and the Licensee will perform this major reworking once during the second half of the term.

The estimated cost to the City to perform specified maintenance every other year is approximately \$75,000, for each period the City is responsible for maintenance.

**FINANCIAL IMPACT**

Funds are available in the Storm Water Flood Control Program Budget, Account Number 611-6107.

Attachment #1 - License Agreement No. A-7472

Attachment #2 - Copy of License Agreement No. 5545-11-PW

Attachment #3 - Copy of Quitclaim Deed Instrument No. 87-061272

Attachment #4 - Copy of Deed and Grant of Easement Instrument No. 89-087635

## LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California on this \_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Oxnard ("City"), a municipal corporation, and the Oxnard Auto Dealers Association and Plaza Del Norte Business Center Association (collectively, "Licensee"), with regard to the maintenance of a City-owned public drainage channel over and through the real property described on Exhibit A attached hereto (the "Property").

### Recitals:

A. City has been granted an easement by the underlying fee owners to construct and maintain a public drainage channel on the Property.

B. The expense of annually maintaining the Property by the City, along with all other City owned drainage channels, is a burden that threatens to reduce the level of maintenance of the Property, thereby endangering the businesses comprising Licensee.

C. As a result of the facts in Recital B, Licensee has offered to voluntarily contribute its services without compensation in any form from City to perform the work described in Section 3 below for City at its expense during the second (2<sup>nd</sup>), fourth (4<sup>th</sup>), sixth (6<sup>th</sup>), eighth (8<sup>th</sup>) and tenth (10<sup>th</sup>) Maintenance Fiscal Year during the Initial Term and, if, applicable, each Renewal Term (as such initially-capitalized terms are defined in Section 1 below), subject to and contingent upon City's obligation specified in Section 4 below.

Therefore, the parties agree as follows:

### 1. Term of Agreement; Maintenance Fiscal Year

The initial term of this Agreement shall be ten (10) years ("Initial Term") commencing on July 1, 2012. The City shall have the option to renew the term of this Agreement for successive renewal periods of ten (10) years (each, a "Renewal Term") by delivering to Licensee written notice of renewal at least sixty (60) days prior to the end of the Initial Term or the then current Renewal Term, as applicable. For purposes of this Agreement, the term "Term" shall mean the Initial Term and each Renewal Term, as applicable. For purposes of this Agreement, (i) the term "Maintenance Fiscal Year" shall initially mean the twelve (12) month period commencing July 1, 2012 and continuing through and including June 30, 2013 and thereafter shall mean each successive twelve (12) month period thereafter commencing July 1<sup>st</sup> and continuing through and including June 30<sup>th</sup> during the remainder of the Initial Term and each Renewal Term, as applicable; (ii) the term "Licensee Fiscal Maintenance Year" shall mean each of the second (2<sup>nd</sup>), fourth (4<sup>th</sup>), sixth (6<sup>th</sup>), eighth (8<sup>th</sup>) and tenth (10<sup>th</sup>) Maintenance Fiscal Year during the Initial Term

and each Renewal Term, as applicable; and (iii) the term "City Fiscal Maintenance Year" shall mean each of the first (1<sup>st</sup>), third (3<sup>rd</sup>), fifth (5<sup>th</sup>), seventh (7<sup>th</sup>), and ninth (9<sup>th</sup>) Maintenance Fiscal Year during the Initial Term and each Renewal Term, as applicable.

2. Licensed Property

City agrees that Licensee, its contractors and agents may enter the Property as provided in this Agreement during the Term.

3. Licensee Activity Permitted

During each Licensee Fiscal Maintenance Year, Licensee, in cooperation with City, shall perform the Required Work (as defined below) at Licensee's sole cost. The Required Work shall be performed by Licensee during each Licensee Fiscal Maintenance Year during the Term as needed and otherwise specified below. For purposes of this Agreement, the term "Required Work" shall mean, with respect to the applicable Maintenance Fiscal Year the performance of the following work: (i) the removal and/or cutting of vegetation and weeds to maintain growth at the bottom and the sides of the ditch upon the Property at or below 12" at all times (which removal and/or cutting shall be performed a minimum of two (2) times each Maintenance Fiscal Year and shall be performed more often during each Maintenance Fiscal Year as may be necessary to keep the ditch growth at 12" or less at all times), and (ii) the removal from the Property of soil run-off from contiguous properties to allow free flowing drainage over the Property as necessary to prevent flooding of the Licensee-member properties during normal rain events. Additionally, the Required Work shall include the performance of the following work ("Major Reworking") at least once every five (5) years during the Initial Term and each Renewal Term, as applicable: (a) cleaning out silt and restoring the bottom of the ditch upon the Property to maintain drainage, (b) restoring erosion of banks and runoff erosions, (c) maintaining the top of the ditch banks at appropriate elevations for access to the ditch, and (d) repairing and maintaining the existing protective fence located along Santa Clara Avenue. City shall perform the Major Reworking at least once prior to the expiration of the fifth (5<sup>th</sup>) Fiscal Maintenance Year during the Initial Term and each Renewal Term, as applicable, and Licensee shall perform the Major Reworking at least once prior to the expiration of the tenth (10<sup>th</sup>) Fiscal Maintenance Year during the Initial Term and each Renewal Term, as applicable. All Required Work shall be performed by the applicable party as needed throughout each Maintenance Fiscal Year and shall be fully completed as of the last day of such Maintenance Fiscal Year. If the City elects to remove any other fencing installed along the Property, then the City shall indemnify, defend and hold the Licensee Parties (as defined below) harmless from and against any liability or claims arising from such removal.

4. City Required Activity

During each City Fiscal Maintenance Year during the Term, City shall perform the Required Work (including, without limitation, the Major Reworking) at City's sole cost. The Required Work shall be performed by City during each City Fiscal

Maintenance Year during the Term as needed.

5. Right of Self-Help

If either party (a "Defaulting Party") fails to timely commence or diligently and continuously prosecute to completion any work required to be performed by such party under this Agreement, then the other party (the "Remedying Party"), upon not less than five (5) days' advance written notice to the Defaulting Party (provided that no advance notice shall be required in the event of an emergency), shall have the right, but not the obligation, to perform the same, in which event the Defaulting Party shall reimburse the Remedying Party for the costs and expenses incurred by the Remedying Party in connection therewith upon demand, plus interest on the costs and expenses incurred until reimbursed at a per annum interest rate equal to the rate announced from time to time by Bank of America as its "prime rate" plus three percent (3%), but in any event not in excess of the maximum lawful rate of interest which can be charged in the State of California by non-exempt lenders in business transactions.

6. Indemnities

a. Licensee agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages and costs, including all costs and expenses and fees of litigation or arbitration, that arise in connection with third party claims for personal injury or property damage resulting from Licensee's performance under this Agreement.

b. City agrees to indemnify, hold harmless and defend Licensee, its officers, members, contractor and agents (collectively, the "Licensee Parties") from any and all liability, claims, demands, actions, damages and costs, including all costs and expenses and fees of litigation or arbitration, that arise in connection with third party claims for personal injury or property damage resulting from City's performance under this Agreement.

7. Insurance

a. Licensee or any contractor hired by Licensee to perform the Required Work shall obtain and maintain, prior to entry upon the Property, worker's compensation insurance as required by law and liability insurance with a liability limit of at least \$2,000,000 on which City is named as an additional insured, issued by a company reasonably satisfactory to City's Risk Manager. City's Risk Manager may, during the Term, require reasonable adjustment in the required liability limit upon not less than 90 days' written prior notice to Licensee.

b. Licensee or any contractor hired by Licensee shall, prior to entering the Property and prior to performing the Required Work, file with the Risk Manager evidence of insurance coverage as specified in Section 7.a. above.

c. City shall require that any contractor hired by City to perform the Required Work obtain and maintain, prior to entry upon the Property, worker's compensation insurance as required by law and liability insurance with a liability limit of at least \$2,000,000 on which Licensee is named as an additional insured, issued by a company reasonably satisfactory to Licensee. Licensee may, during the Term, require reasonable adjustment in the required liability limit upon not less than 90 days' written prior notice to City.

d. Prior to allowing any Contractor hired by City to enter the Property and prior to the contractor performing the Required Work, City shall file with Licensee evidence of the contractor's insurance coverage as specified in Section 7.c. above.

e. Licensee understands and acknowledges that City is a self-insured public entity and is a member of the Big Independent Cities Excess Pool ("BICEP") Joint Powers Insurance Authority, pursuant to a joint powers agreement. Licensee agrees to accept City's status as satisfactory compliance with Licensee's insurance requirements. In the event City decides to change its insurance status, City agrees to provide Licensee with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, City agrees to provide Licensee with appropriate evidence of insurance coverage(s).

#### 8. Compliance with Laws

Licensee agrees to comply with all federal, State and City laws, rules and regulations, now or hereafter in force, pertaining to Licensee's entrance onto the Property and performance of the Required Work required to be performed by Licensee during the Term. City agrees to comply with all federal, State and City laws, rules and regulations, now or hereafter in force, pertaining to City's entrance onto the Property and performance of the Required Work required to be performed by City during the Term.

#### 9. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Licensee acknowledges that the person executing this Agreement has been duly authorized by Licensee to do so on behalf of Licensee.

#### 10. Notices

a. Any notices to Licensee may be delivered personally or by mail addressed to the following: Oxnard Auto Dealers Association, c/o Mitchel Kahn, Nelson Comis Kahn & Sepulveda, 300 Esplanade Drive, Suite 1170, Oxnard, California 93036, and to: Plaza Del Norte Business Center Association, c/o Operon Group, 4 Upper Newport Plaza, Suite 100, Newport Beach, California 92660.

b. Any notices to City may be delivered personally or by mail addressed to the following: City of Oxnard, 305 West Third Street, 3rd Floor, East Wing, Oxnard, California 93030, Attn: Public Works Director.

11. Amendment

Any modifications of or amendments to this Agreement shall be effective only when agreed to in writing by both the City Council and Licensee.

12. No Third-Party Beneficiaries

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor shall any provision give any third parties any right of subrogation or action against any party to this Agreement.

13. Facsimile Signatures

A copy of this Agreement shall have the same force as the original and signatures to this Agreement may be delivered by facsimile.

14. Entire Agreement

City and Licensee agree that this Agreement constitutes the entire agreement of City and Licensee regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. Without limiting the generality of the foregoing, this Agreement supersedes that certain License Agreement dated September 21, 2011 between the City and the Licensee (the "Prior License Agreement"). Consequently, upon the mutual execution and delivery of this Agreement, the Prior License Agreement shall no longer be in effect, except with respect to indemnity claims asserted under Section 4 of the Prior License Agreement with respect to any matters arising prior to the date of this Agreement. Notwithstanding anything to the contrary contained in the foregoing, nothing contained in this Agreement shall diminish or otherwise affect City's obligations arising under that certain Quitclaim Deed recorded in the Official Records of the County of Ventura on April 22, 1987 as Instrument No. 87-061272 and that certain Deed and Grant of Easement recorded in the Official Records of the County of Ventura on June 2, 1989 as Instrument No. 89-087635 (collectively, the "Recorded Easements"), to the extent City's obligations under the Recorded Easements are greater than City's obligations under this Agreement.

*[Signatures on next page]*

CITY OF OXNARD

OXNARD AUTO DEALERS ASSN.

\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

\_\_\_\_\_  
Name: STEVE CHAPMAN  
Title: PRESIDENT

ATTEST:

PLAZA DEL NORTE BUSINESS C A

\_\_\_\_\_  
Daniel Martinez, City Clerk

\_\_\_\_\_  
Name: JOHNNIE L. BERGUE  
Title: PRESIDENT

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan Holmberg, City Attorney

APPROVED AS TO FORM;

\_\_\_\_\_  
Mitchel B. Kahn, Attorney for Oxnard Auto  
Dealers Association

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
James Cameron, Risk Manager

\_\_\_\_\_  
Joseph A. Rogoff, Attorney for Plaza  
Del Norte Business Center Association

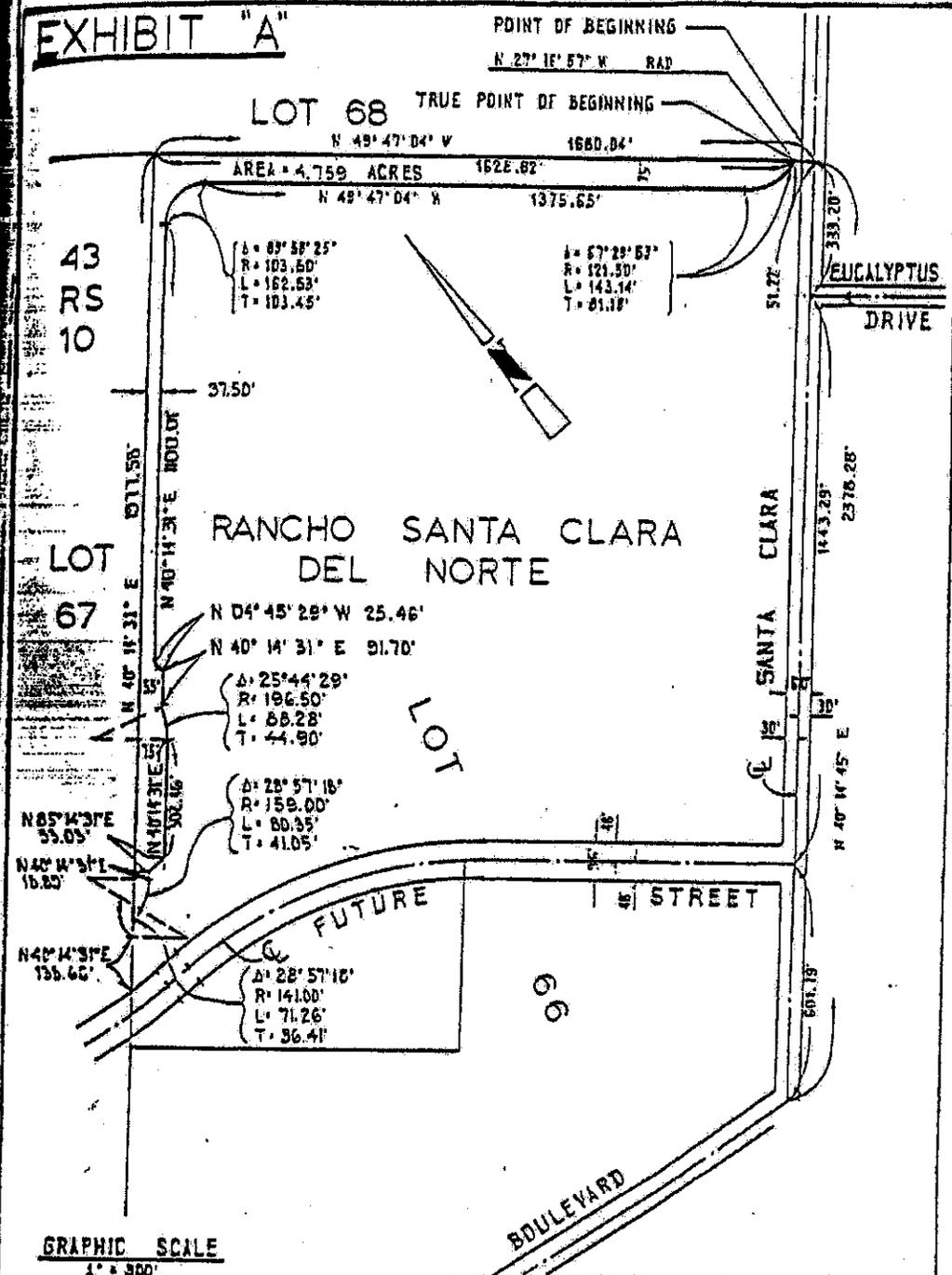
APPROVED AS TO AMOUNT:

\_\_\_\_\_  
Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
FOR RR  
Rob Roshanian, Interim Public Works  
Director

**EXHIBIT "A"**



PREPARED BY:

*Delbert D. Boyer*  
 DELBERT D. BOYER R.C.E. 13542  
 EXPIRES 3-31-88

CITY OF OXNARD, CALIFORNIA DEPARTMENT OF PUBLIC WORKS		
<b>S.U.P.</b> EASEMENT FOR STORM DRAIN AND MAINTENANCE PURPOSES		
APPROVED BY _____	DATE _____	
APPROVED BY _____	DATE _____	
SCALE HORIZ. VERT. 1" = 300'	SHEET NO. 2 OF 2	
DRAWN BY P.S.	DRAWING NUMBER	
CHECKED BY R.E.P.	DRAWING NUMBER	

EXHIBIT **A**

## LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California on this 21st day of September 2011 by and between the City of Oxnard ("City"), a municipal corporation, and the Oxnard Auto Dealers Association and Plaza Del Norte Business Center Association (collectively, "Licensee"), with regard to the maintenance of a City-owned public drainage channel located to the east of the Oxnard Auto Center (the "Property").

### Recitals:

- A. The City of Oxnard has been granted an easement by the underlying fee owners to construct and maintain the Property.
- B. The expense of annually maintaining the Property by the City, along with all other City owned drainage channels is a burden that threatens to reduce the level of maintenance of the Property, thereby endangering the businesses comprising the Licensee.
- C. As a result of the facts in Recital B, the Licensee has offered to contribute its services to the City to perform the work described in Section 3 below for the City at its expense during the term specified in Section 1 below.

Therefore, the parties agree as follows:

### 1. Term of Agreement

The term of this Agreement shall be September 21, 2011 through February 29, 2012 (the "Term").

### 2. Licensed Property

City agrees that Licensee, its contractors and agents may enter the Property as provided in this Agreement during the Term.

### 3. Activity Permitted

Licensee, in cooperation with City, shall remove overgrown vegetation and overgrown weeds from the Property (the "Permitted Work") prior to the expiration of the Term at Licensee's sole cost for the purpose of clearing the drainage channel to prevent flooding of the Licensee-member properties during normal rain events.

### 4. Indemnities

a. Licensee agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages and costs, including all costs and expenses and

fees of litigation or arbitration, that arise in connection with third party claims for personal injury or property damage resulting from Licensee's performance of the Permitted Work.

b. City agrees to indemnify, hold harmless and defend Licensee, its contractor or agents from any and all liability, claims, demands, actions, damages and costs, including all costs and expenses and fees of litigation or arbitration, that arise in connection with third party claims for personal injury or property damage resulting from City's performance of this Agreement.

#### 5. Insurance

a. Licensee or any contractor hired by Licensee to perform the Permitted Work shall obtain and maintain, prior to entry upon the Property, liability insurance with a liability limit of at least \$2,000,000 on which the City is named as an additional insured, issued by a company reasonably satisfactory to the City's Risk Manager.

b. Licensee or any contractor hired by Licensee shall, prior to entering the Property and prior to performing the Permitted Work, file with the Risk Manager evidence of insurance coverage as specified in Section 5.a. above.

#### 6. Compliance with Laws

Licensee agrees to comply with all federal, State and City laws, rules and regulations, now or hereafter in force, pertaining to Licensee's entrance onto the Property and performance of the Permitted Work during the Term.

#### 7. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of the City.

b. Licensee acknowledges that the person executing this Agreement has been duly authorized by Licensee to do so on behalf of Licensee.

#### 8. Notices

a. Any notices to Licensee may be delivered personally or by mail addressed to the following: Oxnard Auto Dealers Association, c/o Mitchel Kahn, Nelson Comis Kahn & Sepulveda, 300 Esplanade Drive, Suite 1170, Oxnard, California 93036, with a copy to: Plaza Del Norte Business Center Association, c/o Operon Group, 4 Upper Newport Plaza, Suite 100, Newport Beach, California 92660.

b. Any notices to the City may be delivered personally or by mail addressed to the following: City of Oxnard, 305 West Third Street, 3rd Floor, East Wing, Oxnard, California 93030, Attn: Rob Roshanian, Interim Public Works Director.

#### 9. Amendment

City and Licensee agree that the terms and conditions of this Agreement may be

reviewed or modified at any time. Any modifications or extensions to this Agreement, however, shall be effective only when agreed to in writing by both the City Manager and Licensee.

10. Facsimile Signatures

A copy of this Agreement shall have the same force as the original and signatures to this Agreement may be delivered by facsimile.

11. Entire Agreement

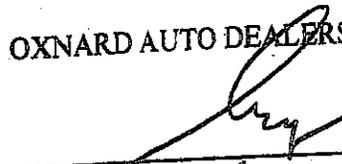
City and Licensee agree that this Agreement constitutes the entire agreement of the City and Licensee regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OKNARD



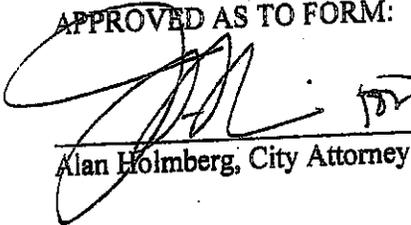
Edmund F. Sotelo, City Manager

OXNARD AUTO DEALERS ASSN



Name: STEVE CHAPMAN  
Title: PRESIDENT

APPROVED AS TO FORM:



Alan Holmberg, City Attorney 9.29.11

PLAZA DEL NORTE BUSINESS C A

Name:  
Title:

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO FORM:



Mitchel B. Kahn, Attorney for Licensee

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director

reviewed or modified at any time. Any modifications or extensions to this Agreement, however, shall be effective only when agreed to in writing by both the City Manager and Licensee.

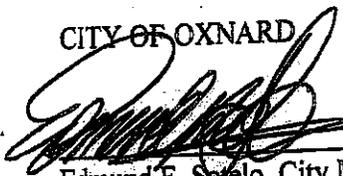
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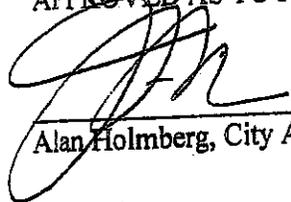
CITY OF OXNARD

  
Edmund F. Setelo, City Manager

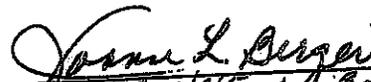
OXNARD AUTO DEALERS ASSN

Name:  
Title:

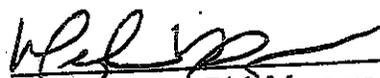
APPROVED AS TO FORM:

 <sup>for</sup>  
Alan Holmberg, City Attorney 9-29-11

PLAZA DEL NORTE BUSINESS C A

  
Name: JOANNE L. BERGER  
Title: President

APPROVED AS TO INSURANCE:

  
James Cameron, Risk Manager

APPROVED AS TO FORM:

Mitchel B. Kahn, Attorney for Licensee

APPROVED AS TO CONTENT:

  
Rob Roshanian, Interim Public Works Director

RECORDING REQUESTED BY:

CITY OF OXNARD

REQUEST RECORDING WITHOUT FEE. RECORD FOR BENEFIT OF CITY OF OXNARD PURSUANT TO SEC. 6103 OF GOVERNMENT CODE

Order No.  
Escrow No.  
Loan No.

RECORDED AT REQUEST OF

WHEN RECORDED MAIL TO:

Oxnard City Attorney's Office  
300 West Third Street  
Oxnard, CA 93030

87-061272

Rec Fee .00  
Total .00

Recorded  
Official Records  
County of  
Ventura  
Richard D. Dean  
Recorder  
2:05pm 22-Apr-87

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

DOCUMENTARY TRANSFER TAX \$

..... Computed on the consideration or value of property conveyed; OR  
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JOHN B. FRIEDRICH

does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to THE CITY OF OXNARD

the real property in the 93030  
County of Ventura

State of California, described as

a non-exclusive easement for the construction and maintenance of a public drainage channel. Said easement is 75 feet in width and is located adjacent to and northerly of Santa Clara Avenue, being more particularly described in Exhibit "A" attached hereto.

Grantee shall be solely responsible for the design, construction, operation, maintenance and repair of said channel and related improvements.

Grantor reserves the right to drain excess surface water into said drainage channel.

This grant is made so long as said property is used for storm drainage purposes and upon the abandonment or non-use of said property for storm drainage purposes for a period of two years, said property hereby conveyed, shall revert to Grantor, his successors and assigns.

Dated March 31, 1987

John B. Friedrich  
JOHN B. FRIEDRICH

STATE OF CALIFORNIA  
COUNTY OF Ventura

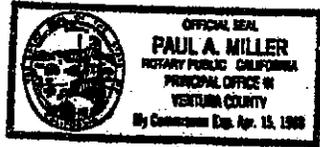
On March 31, 1987

before me, the undersigned, a Notary Public in and for said State, personally appeared

JOHN B. FRIEDRICH

personally known to me (or 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.

WITNESS my hand and official seal.  
Signature Paul A. Miller



(This area for official notarial seal)

1085 (8/82)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

E X H I B I T "A"

A portion of Lot 68 of Rancho Santa Clara Del Norte, in the County of Ventura, State of California as per map recorded in Book 3, Page 26, of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the intersection of the centerline of Santa Clara Avenue and the southeasterly prolongation of the southwesterly line of said Lot 68 of said Rancho Santa Clara Del Norte as shown on record of survey 43 RS 10; thence north  $49^{\circ}47'04''$  west 60.00 feet along said southwesterly line and southeasterly prolongation to a point in a line parallel with and 60.00 feet northwesterly from said centerline of Santa Clara, said point being the true point of beginning; thence continuing along said southwesterly line North  $49^{\circ}47'04''$  west 75.00 feet to line parallel with and 135.00 feet northwesterly from said centerline; thence north  $40^{\circ}14'45''$  east 1134.64 feet, more or less, along said parallel line to the northwesterly prolongation of the southwesterly line of the land of the Ventura County Flood Control District per deed recorded August 2, 1982 as Instrument No. 071088 Official Records of said County; thence South  $49^{\circ}45'15''$  East 75.00 feet along said southwesterly line and northwesterly prolongation to a line parallel with and 60.00 feet northwesterly from said centerline of Santa Clara Avenue; thence South  $40^{\circ}14'45''$  West 1134.60 feet to the true point of beginning.

E X H I B I T "A"

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property  
conveyed by the Quitclaim Deed  
dated March 31, 1987 from John B. Friedrich

to CITY OF OXNARD, a political corporation and governmental agency, is  
hereby accepted and pursuant to City Council Resolution 1939, recorded  
in book 1591, Official Records of Ventura County at page 273, the City  
Council consents to recordation thereof by its duly authorized officer

DATED April 14, 1987

By   
Mayor



RESOLUTION NO. 1939

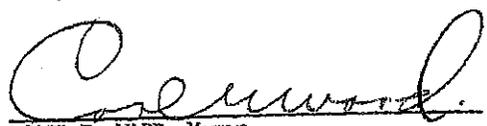
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
AUTHORIZING THE MAYOR OR MAYOR PRO TEMPORE TO ACCEPT  
AND CONSENT TO DEEDS OR GRANTS TO THE CITY OF OXNARD  
CONVEYING INTERESTS IN OR EASEMENTS UPON REAL ESTATE.

The City Council of the City of Oxnard does hereby resolve and order  
as follows:

1. That pursuant to Section 27281 of the Government Code, the Mayor  
or Mayor Pro Tempore of the City is hereby authorized to accept and consent to  
deeds or grants conveying to the City of Oxnard any interest in or easements  
upon real estate for public purposes.

2. That the City Clerk is instructed to record a certified copy of  
this resolution with the Recorder of the County of Ventura.

Passed and adopted this 11th day of February, 1958.

  
CARL E. WARD, Mayor

ATTEST:  
  
ETHEL DALE, City Clerk

copy

87-087635

Rec Fee .00  
Total .00

Recording Requested by:

CITY OF OXNARD

REQUEST RECORDING WITHOUT FEE.  
RECORD FOR BENEFIT OF CITY OF  
OXNARD PURSUANT TO SEC. 6103  
OF GOVERNMENT CODE

Recorded  
Official Records  
County of  
Ventura  
Richard D. Dean  
Recorder  
1:00pm 2-Jun-89

BM 22

When Recorded Mail to:  
Oxnard City Attorney's Office  
300 West Third Street  
Oxnard, CA 93030

Documentary Transfer Tax: NONE

  
Agent of Party Determining Tax

DEED AND GRANT OF EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby grant to the City of Oxnard a non-exclusive easement for the construction and maintenance of a public drainage channel. The easement granted herein is non-exclusive and is located on certain strips of land located along the western and northern boundaries of grantor's real property in the County of Ventura, State of California. The land over which the easement is granted is described in Exhibit A attached hereto and incorporated herein.

The grantors reserve unto themselves and their successors the exclusive right to all soil excavated from said easement in connection with the construction of said public drainage channel. Should any soil be excavated, grantee shall deliver it to grantors at such location within one mile of the excavation as grantors shall designate.

The grantors further reserve unto themselves the right to operate, maintain, repair and replace a water well within the easement along the western boundary of grantors' property.

IN WITNESS WHEREOF, the grantors have executed this instrument.

Dated: 3-13-87

James K. Kobayashi  
JAMES K. KOBAYASHI

Dated: 3-13-87

Nobu Kobayashi  
NOBU KOBAYASHI

Dated: 3-12-87

Harry Otsubo  
HARRY OTSUBO

Dated: 3-12-87

Teiko Otsubo  
TEIKO OTSUBO

Dated: 3-12-87

Bessie S. Takeuchi  
BESSIE S. TAKEUCHI

Dated: 3-12-87

Tadashi Ochiai  
TADASHI OCHIAI

Dated: 3-12-87

Kikuko F. Ochiai  
KIKUKO F. OCHIAI

Dated: 3/12/87

Sammy Lee  
SAMMY LEE

Dated: 3-12-87

Rosalind Lee  
ROSALIND LEE

Dated: 3/11/87

Myrtle Y. Asahino  
MYRTLE Y. ASAHINO

Dated: 3/2/87

Karl R. Nishimura  
KARL R. NISHIMURA

Dated: 3/12/87

Mildred T. Nishimura  
MILDRED T. NISHIMURA

Signatures Continue...

Signatures Continued...

Dated: 3/12/87

Paul Sakaguchi  
PAUL SAKAGUCHI

Dated: 3/12/87

Catherine Sakaguchi  
CATHERINE SAKAGUCHI

Dated: 3/19/87

Peter H. Meyer  
PETER H. MEYER

Dated: 3/18/87

Juli Kim Meyer  
JULI KIM MEYER

Dated: 3-12-87

Noriko Imagawa  
NORIKO IMAGAWA

LEGAL DESCRIPTION  
IMAGAWA - OPEN CHANNEL EASEMENT  
IMAGAWA - A.P. NO. 144-0-110-150 & 165

A PORTION OF LOT 66 OF RANCHO SANTA CLARA DEL NORTE, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 3, PAGE 26, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SANTA CLARA AVENUE AND THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LOT 66 OF SAID RANCHO SANTA CLARA DEL NORTE AS SHOWN ON RECORD OF SURVEY 43 RS 10; THENCE NORTH  $49^{\circ}47'04''$  WEST 51.22 FEET ALONG SAID NORTHEASTERLY LINE AND SOUTHEASTERLY PROLONGATION TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE NORTH  $49^{\circ}47'04''$  WEST 1628.82 FEET TO THE CORNER COMMON TO LOTS 66, 67 AND 68 OF SAID RANCHO SANTA CLARA DEL NORTE; THENCE SOUTH  $40^{\circ}14'31''$  WEST 1977.58 FEET ALONG THE LINE BETWEEN SAID LOTS 66 AND 67 TO A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 141.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 71.26 FEET THROUGH A CENTRAL ANGLE OF  $28^{\circ}57'18''$  TO A REVERSE CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 159.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE 80.35 FEET THROUGH A CENTRAL ANGLE OF  $28^{\circ}57'18''$  TO A TANGENT LINE PARALLEL WITH AND 37.50 FEET SOUTHEASTERLY OF SAID LINE BETWEEN LOTS 66 AND 67; THENCE NORTH  $40^{\circ}14'31''$  EAST 18.89 FEET ALONG SAID PARALLEL LINE; THENCE NORTH  $85^{\circ}14'31''$  EAST 53.03 FEET TO A LINE PARALLEL WITH AND 75.00 FEET SOUTHEASTERLY FROM SAID LINE BETWEEN LOTS 66 AND 67; THENCE NORTH  $40^{\circ}14'31''$  EAST 302.46 FEET ALONG SAID PARALLEL LINE TO A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 196.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 88.28 FEET THROUGH A CENTRAL ANGLE OF  $25^{\circ}44'29''$  TO A NONTANGENT LINE PARALLEL WITH AND 55.50 FEET SOUTHEASTERLY FROM SAID LINE BETWEEN LOTS 66 AND 67; THENCE NORTH  $40^{\circ}14'31''$  EAST 91.70 FEET ALONG SAID PARALLEL LINE; THENCE NORTH  $04^{\circ}45'29''$  WEST 25.46 FEET TO A LINE PARALLEL WITH AND 37.50 FEET SOUTHEASTERLY FROM SAID LINE BETWEEN LOTS 66 AND 67; THENCE NORTH  $40^{\circ}14'31''$  EAST 1100.01 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 103.50 FEET, SAID CURVE ALSO BEING TANGENT TO A LINE PARALLEL WITH AND 75.00 FEET SOUTHWESTERLY FROM SAID NORTHEASTERLY LINE OF LOT 66; THENCE NORTHEASTERLY ALONG SAID CURVE 162.53 FEET THROUGH A CENTRAL ANGLE OF  $89^{\circ}58'25''$  TO SAID PARALLEL LINE; THENCE SOUTH  $49^{\circ}47'04''$  EAST 1375.65 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 121.50 FEET, SAID CURVE ALSO BEING TANGENT TO A LINE PARALLEL WITH AND DISTANCE 42.00 FEET SOUTHWESTERLY FROM SAID CENTERLINE OF SANTA CLARA AVENUE; THENCE EASTERLY ALONG SAID CURVE 143.14 FEET THROUGH A CENTRAL ANGLE OF  $67^{\circ}29'53''$  TO THE TRUE POINT OF BEGINNING, A RADIAL LINE OF SAID CURVE THROUGH SAID TRUE POINT OF BEGINNING BEARING SOUTH  $27^{\circ}16'57''$  EAST.

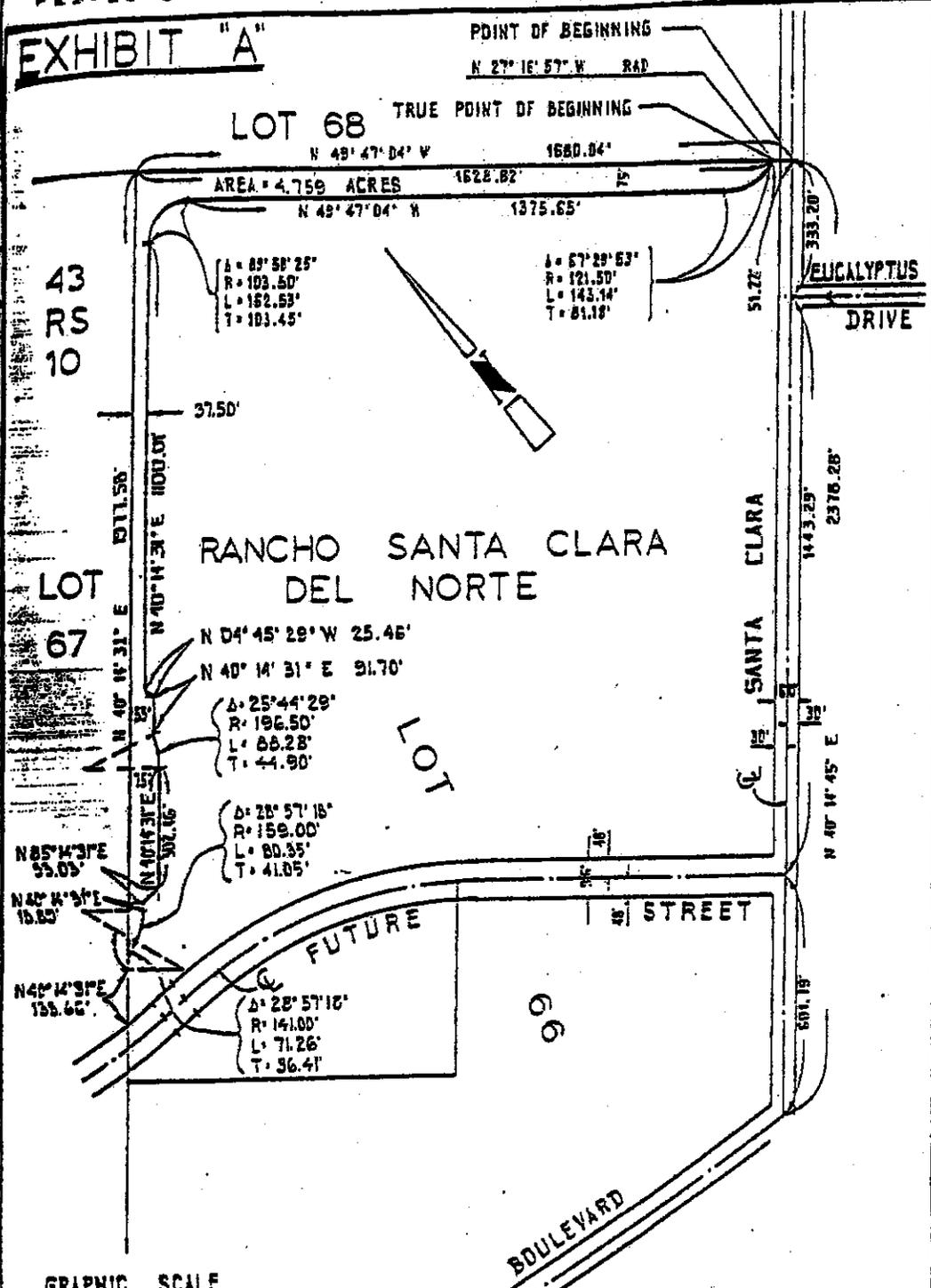
PREPARED BY:

  
DELBERT D. BOYER  
R.C.E. 13542 - EXPIRES 3/31/89

DATE: 2-20-87

EXHIBIT A  
PAGE 1 OF 2

# EXHIBIT "A"



PREPARED BY:  
*Delbert D. Boyer*  
 DELBERT D. BOYER R.C.E. 13542  
 EXPIRES 3-31-89

CITY OF OXNARD, CALIFORNIA	
DEPARTMENT OF PUBLIC WORKS	
<b>S.U.P.</b>	
EASEMENT FOR	
STORM DRAIN AND MAINTENANCE PURPOSES	
APPROVED BY _____	DATE _____
APPROVED BY _____	DATE _____
SCALE HORIZ. 1" = 300'	SHEET NO. 2 OF 2
SCALE VERT. _____	DRAWING NUMBER _____
DRAWN BY _____	CHECKED BY _____

EXHIBIT A

