



CITY OF DEL REY OAKS

Use Permit: Conditional
 Choose all that Minor
 Apply Home Occupational
 Signage
 Auxiliary Building

Variance: Yes
 No

Architectural Review Type:
 Residential
 Commercial

Applicants Name: Del Rey Oaks Garden Center

Owner's Name: Tenant: Mistugu Mori

Project Address: 899 Rosita Drive

Telephone#: 831-901-6423 APN #: 012-551-006

Lot #: _____ Block: _____ Subdivision: _____

INSTRUCTIONS:

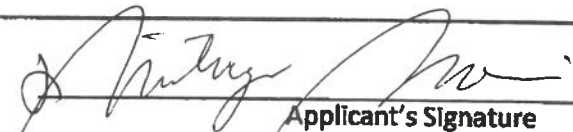
- Briefly, using as much detail as possible, describe the nature of your permit request.
- For variance request, also include in writing A, B & C of section 17.44.020 along with a details plot plan.

Conditional Use Permit #14-08.

Architectural Review and Use Permit Application approved on November 12, 2014 in compliance with lease agreement dated January 20, 2015 and with Del Rey Oaks Municipal Code with the following conditions:

- Tenant must create and maintain a public access easement wide enough to allow access to travel to Wilson Way behind Safeway.
- Tenant must operate in accordance with the DRO Municipal Code: Noise Control Chapter/Section 8.20.010.
- Hours of operation to be Monday through Friday 7:30am-5:00, Saturday 7:30am-3:00pm and limited to 12 Sunday's a year.

Check here if additional materials are attached.


 Applicant's Signature

I HAVE RECEIVED A COPY OF THE CITY'S FLAGGING/NETTING POLICY AND UNDERSTAND THE REQUIREMENTS THAT MUST BE MET Initial Here _____

APPLICATION # CUP 15-05 -FOR OFFICE USE ONLY-

Issued
 DATE: 4/8/15

FEE _____ CASH/CHECK/CC # _____ RECEIVED BY: Karim Mirani

DATE SCHEDULED FOR CONSIDERATION _____

APPROVED DENIED _____

By
DAN DAWSON
 City Manager

ENCROACHMENT PERMIT FOR LONG-TERM USE OF CITY REAL PROPERTY

This is a permit for long-term use of City Real Property pursuant to Del Rey Oaks City Code, Chapter 12. 2. The purpose of this Chapter is to allow a person to use City-owned real property that is not a danger to any persons and is beneficial to both the property owner and the City of Del Rey Oaks and therefore should be allowed, subject to conditions appropriate to the situation.

Parties: The City of Del Rey Oaks is the owner of certain real property located at 899 Rosita Road in Del Rey Oaks, and adjacent to the DEL REY OAKS GARDEN CENTER. The Permittee, Mistugu Mori, the owner and operator of DEL REY OAKS GARDEN CENTER, is a lessee of City property located on a portion of Work Memorial Park, located at 899 Rosita Road in Del Rey Oaks.

Purpose: It is the City's desire to allow Mr. Mori to construct a haul road on City real property adjacent to the City leased property. The haul road will be a non-permanent, non-exclusive, a non-transfer of interest in real property, for the limited and specific purpose of allowing the DELIVERY TRUCKS ingress and egress to the DEL REY OAKS GARDEN CENTER. The re-routing of large DELIVERY TRUCKS from residential streets through the adjacent City property located at 899 Rosita Drive is for the health, benefit and welfare of the community as it will decrease delivery truck noise in the residential neighborhood, will alleviate delivery time restrictions which exist on residential roads, and it will provide an alternate delivery route for delivery trucks prohibited on residential streets. The Permit is temporary and revocable to allow the City and Lessee the opportunity to see if the location and improvement of the encroachment will alleviate the aforementioned concerns of DELIVERY TRUCKS to the DEL REY OAKS GARDEN CENTER and provide a viable alternate route for deliveries.

Term: The term of the haul road encroachment on City real property is for a period commencing 7/25/17 and expiring 12/31/2025 unless revoked according to the terms of this Permit.

Construction: The Permittee, at his sole expense and cost, desires to construct, improve and maintain a haul road for DELIVERY TRUCKS ONLY, for travel from Wilson Way (behind Safeway) to the DEL REY OAKS GARDEN CENTER. Permittee will submit plans for Permit approval and shall comply with all applicable laws, ordinances and regulations in the construction and improvements of the haul road. A map with said plans will be attached hereto as Exhibit A. Prior to any construction activity the applicant shall contact the City of Del Rey Oaks for a field inspection of the construction and/or improvement work to be done on City-owned property in order to ensure that all work is done with the proper permits and in compliance with Del Rey Oaks Municipal Code and state laws. A twenty-four (24) hour notice shall be given to the City of Del Rey Oaks prior to any work activity.

Maintenance: Permittee, at his sole expense and cost, shall at all times maintain the public property covered by this Permit and any other structures or improvements placed thereon in a safe, usable, neat and attractive manner subject to inspection and approval of City Engineer. Permittee shall not materially interfere with the use of by and operation and activities of the City on its property and shall use such haul road and follow such procedures on City's property as result in the least damage and inconvenience to City. Permittee shall be responsible for any damage to City's real property, or that of third parties resulting from any exercise of rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom.

Transferability: This encroachment permit is for the sole benefit of the DEL REY OAKS GARDEN CENTER and for the limited purpose of permitting the ingress and egress of DELIVERY TRUCKS to the garden

center and may not be transferred to the successor of the Permittee. Any attempt to transfer the interest herein terminates the encroachment permit.

Revocability: This encroachment permit shall be revocable by the City Manager. The City shall give written notice of such revocation and a reasonable time to remove the improvements at the Permittee's sole cost and expense. Permittee agrees to remove the structures, construction, modifications, paving to the City real property after said notice and to restore the public property to a safe condition and as nearly as practicable to its condition prior to the commencement of work. If the Permittee fails to do so, the City may be required to do the work, either with its own employees or by private contract and the Permittee shall be liable for said costs.

Signs: There shall be no sign of other forms of advertising within the area covered by this Permit unless specifically authorized by the City.

Insurance: Permittee shall obtain and maintain throughout the term of this Permit, Comprehensive General Liability (public liability and property damage) insurance with an insurance company satisfactory to City, licensed to do business in California, naming City and its officers, employees, and agents as additional insureds by endorsement to protect against loss from liability imposed by law for damages occurring on or related to the use of the City real property the subject of this Permit. The public liability and property damage insurance shall be maintained in full force and effect commencing with the issuance of this Permit effective during the whole term of the Permit in the amount and not on a claims made basis in the amount of not less than One Million Dollars (\$1,000,000.00) combined single limit liability per occurrence, with a general aggregate of Two Million Dollar (\$2,000,000.00).

Hold Harmless: The granting of this Permit is made on the express condition that the City of Del Rey Oaks is free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Permittees', its contractors', agents', officers', members', employees', invitees', licensees', or guests exercising of rights exercised pursuant to this Permit or use of City real property the subject of this Permit by Permittee, its contractors', agents', officers', members', employees', invitees', licensees' or guests' thereto or thereon. Permittee hereby agrees to indemnify, defend, and hold the City of Del Rey Oaks, its officers, employees, and agents harmless against any and all liability, obligations, losses or damages, claims or suits, injury or death to persons or injury to property from any cause whatever, arising directly or indirectly or any injury claimed to be caused by rights exercised by or under this Permit or use of City real property the subject of this Permit or the City's issuance or revocation of this permit, by Permittee, its contractors, agents, officers, members, employees, invitees, licensees or guests, other than those caused solely by the willful or negligent acts or omissions of City of Del Rey Oaks.

Date: 5/30/2017
Signed: [Signature]
Mistugu Mori, Permittee

Date: 7/25/2017
Signed: [Signature]
Danial Pick, Interim City Manager

Date: 7/26/17

Approved by: [Signature]
Sherman Low, City Engineer