



City of Grover Beach

Community Development Department
154 South 8th Street, Grover Beach, CA 93433
Phone: (805) 473-4520
Email comdev@groverbeach.org | www.groverbeach.org

OFFICIAL USE ONLY

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| Permit No. | DA 20-033 |
| APN | 060-253-019 |
| Expiration | 03/31/2021 |

TEMPORARY USE PERMIT - OUTDOOR DINING AND SERVICES

| A. PROJECT INFORMATION | |
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| Business Name: | Michael's Nails & SPA Henderson Tran + Lan Xuan Nguyen |
| Address of Business: | 175 N. Oak Park Blvd, Arroyo Grande CA 93420 |
| Duration of Temporary Use: | <input type="checkbox"/> 90 Days <input type="checkbox"/> 180 Days <input checked="" type="checkbox"/> Duration of COVID Emergency Orders |
| Type of Temporary Use: (check all the apply) | <input type="checkbox"/> Outdoor Dining on Private Property <input checked="" type="checkbox"/> Outdoor Personal Services on Private Property <input checked="" type="checkbox"/> Outdoor Assembly on Private Property |

| B. APPLICANT INFORMATION | | | |
|--------------------------|------------------|---|-------------------------------------|
| Property Owner | Name: | James & Kathryn Webb | Phone: 805-709-8657 805-459-6994 |
| | Mailing Address: | 208 E. Branch St. Arroyo Grande, CA 93420 | |
| Applicant | Name: | Michael's Nails & SPA Henderson Tran | Phone: 805-294-0467 |
| | Mailing Address: | 175 N. Oak Park Blvd. Arroyo Grande, CA 93420 | |
| Emergency Contact | Name: | HENDERSON TRAN | Position: TENANT |
| | Phone (24HR): | (805) 294-0467 | Email: HENDERSONTRAN123@YAHOO.COM |

| C. SITE INFORMATION / SITE REQUIREMENTS | |
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| Proposed Operating Days and Hours: | 10 am to 5 pm (7 days a week) Mon-Sunday |

| | | | |
|-------------------|---|-------------------|----|
| Number of Tables: | 5 | Number of Chairs: | 10 |
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| Amplified Music: | <input type="checkbox"/> Yes, and agree to limit the amplified music between the hours of 8:00 a.m. and 9:00 p.m. and comply with the City's Noise Ordinance. <input checked="" type="checkbox"/> No |
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| ADA Compliance: | Agree to comply with ADA requirements including maintaining a four-foot travel path, keeping all entries/exit paths clear, and parking as required by the California Building Codes. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
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| Barriers: | Agree to provide barriers separating proposed dining/service areas from vehicles and driveways. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
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| Maintenance: | Agree that the outdoor dining/service areas shall be kept clean and free of debris at all times. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
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| Site Plan: | Please provide a site plan or photos indicating the location of the proposed temporary dining or service areas. |
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D. SIGNATURES AND ACKNOWLEDGEMENTS

I hereby certify that all the information contained in this permit application, including all required materials is, to the best of my knowledge and belief, true and correctly represented. Should any of the information submitted be false or incorrect, I hereby agree to defend, indemnify, and hold the City of Grover Beach harmless from liability and; loss by reason of its reliance on any such information. I further acknowledge that the approval of this permit is temporary, and this temporary use will expire unless an extension is granted by the City of Grover Beach. I understand that any approval may be revoked if any of the conditions of approval are not satisfied. By signing this form, the applicant and property owner acknowledge and agree to all the conditions imposed by this permit.

Applicant Signature: [Signature]

Date: 8/15/20

Print Name: HENDERSON TRAN

E. INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT

On March 16, 2020, the City declared a State of Emergency. During this Emergency, temporary outdoor dining, temporary personal services, or temporary assemblies are allowed on private property with this permit. Permittee must retain a current City of Grover Beach business tax certificate and abide by all existing conditions of approval tied to the site. All state law requirements must be met including but not limited to: ADA requirements, California Executive Order Requirements, California Building Standards Code, and California/International Fire Code.

To the maximum extent permitted by law, I / we ("Permittee") shall defend, indemnify, and hold the City of Grover Beach, its officials, officers, employees, agents, and independent contractors serving the role of City of Grover Beach officials (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims") in any manner arising out of or incident to the encroachment, including regarding any acts or omissions of Permittee or its employees or agents in connection with the temporary site use during the City's State of Emergency, operation, or maintenance of the encroachment, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. With respect to any and all such Claims, Permittee shall defend the Indemnitees at Permittee's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnitees. Any attorney Permittee uses to defend the indemnitees shall be approved by the City of Grover Beach, which such approval shall not be unreasonably withheld. Further any requirement of Permittee to indemnify and defend Indemnitees shall not preclude or limit Indemnitees' engagement of its own attorney which shall be at the cost of Permittee. Permittee shall reimburse indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Permittee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Permittee or Indemnitees.

All duties of Permittee in this paragraph shall survive termination of the temporary use permit and /or associated encroachment permit.

Name of Applicant: HENDERSON TRAN

Date: 8/15/20

Signature: [Signature]

Name of Property Owner: James Webb

Date: 8/15/20

Signature: James Webb

ADDITIONAL SITE-SPECIFIC CONDITIONS – OFFICIAL USE ONLY

- No Additional Conditions Necessary
- Additional Conditions, See below:

Applicant agrees to comply with all health and safety regulations including but not limited to orders, guidelines, regulations and policies issued by the California Governor, California Department of Public Health, local County Department of Public Health and City of Grover Beach related to business operations during any period wherein the state or local agencies have outstanding declarations of emergency related to COVID-19. See Attachment A.



Attachment A – Area of Temporary Outdoor Salon Services

