



Meeting Date: 12 / 16 /08

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input checked="" type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Winston Wright, Associate Planner *WW* Agenda Item No. K-2

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

DATE: December 8, 2008

TO: City Council

FROM: Susan L. Martin, AICP *smat*
Planning Manager

SUBJECT: Planning & Zoning Permit No. 07-550-01 (Major Modification) a Request to Remove Two Conditions from Parcel Map No. 84-17 Affecting Property Along the Northern Right-of-Way of Eastbourne Bay and at 4490 Eastbourne Bay. Filed by Dan Voss, 4254 Harbor Island Lane, Oxnard, CA 93035.

RECOMMENDATION

That City Council:

1. Adopt a resolution approving Planning and Zoning Permit No. 07-550-01 (Major Modification) to Parcel Map No. 84-17) to modify Planning Commission Resolution No. 7119; and
2. Adopt a resolution to authorize the Mayor to sign an Agreement Restricting Use of Property (A-7125) to assure that the intent of Planning Commission Resolution No. 7119 is adhered to.

DISCUSSION

On December 3, 1987, the Planning Commission adopted Resolution No. 7119 recommending approval of Tentative Parcel Map No. 84-17 to the City Council. Parcel Map 84-17 involves two parcels (Parcel A and Parcel B). The property adjacent to the Reliant Energy Canal is known as Parcel A. Parcel B runs the length of northern right-of-way of Eastbourne Bay.

The subject request is to remove Condition No. 8 of Resolution No. 7119. Condition No. 8 requires that the Developer extend a seawall bulkhead along the entire 70 feet of the subject property adjacent to the Reliant Energy Canal prior to the approval of Parcel Map No. 84-17. Fifty-nine feet of the bulkhead is already constructed; therefore, the condition applies to the remaining 11-feet located at the northeast corner of Parcel A.

On December 22, 1987, the City Council adopted Resolution No. 9341 approving Tentative Parcel Map No. 84-17.

On December 19, 1989, the City Council approved Parcel Map No. 84-17 and authorized the Mayor to execute an Agreement for Completion of Improvements ("Agreement"). The terms of the Agreement waived the Developer's compliance with Condition No. 8 as a pre-condition of approval of Parcel Map No. 84-17. The Agreement states that the Developer shall not improve, sell, or lease the subject property before a seawall bulkhead or riprap is installed for the entire length of the subject property adjacent to the canal.

According to the applicant, construction of the 11 feet of seawall bulkhead is financially infeasible and would do little to improve the subject property. The 11-feet of seawall is not necessary to develop the subject property and the seawall alone would not permit the development of a boat dock.

On May 11, 2005, the California Coastal Commission (CCC) approved the construction of the 11-foot of seawall bulkhead without the additional improvements that are necessary for a boat dock area. On November 9, 2007, the CCC denied the applicant's request for improvements in the canal that would have permitted the dredging of a boat dock area.

In addition to being non-compliant with Condition No. 8 of Resolution No. 7119, the applicant had also not satisfied Condition No. 7 of Parcel Map No. 84-17. Condition No. 7 requires the construction of a sidewalk along the north right-of-way of Eastbourne Bay within Parcel B. Due to the Resource Protection zoning of Parcel B and the lack of residences on the northern side of Eastbourne Bay, City Staff agrees that a sidewalk is not an appropriate requirement. Instead of a sidewalk, the applicant agrees to finish the northern right-of-way of Eastbourne Bay with asphalt and install an engineered curb and gutter.

On November 20, 2008, the Planning Commission recommended that the City Council remove Condition Nos. 7 and 8 of Resolution No. 7119, subject to the conditions of Resolution No. 2008-69 and the recordation of a new legal agreement restricting use of the property.

FINANCIAL IMPACT

A negligible increase in property tax will result from the development of Parcel A of PM 84-17 (4490 Eastbourne Bay).

- Attachment #1 - Resolution (Major Modification)
#2 - Agreement Restricting Use of Property (A-7125)
#3 - Aerial Map
#4 - Vicinity Map
#5 - Coastal Land Use Map
#6 - Zoning Map
#7 - PC Staff Report
#8 - PC Resolution No. 2008-69

Note: Attachment # 7 (PC Staff Report) has been provided to the City Council. Copies are available for review at the Circulation Desk in the Library after 6:00 p.m. on the Thursday prior to the Council meeting and at the City Clerk's Office after 8:00 a.m. on the Monday prior to the Council meeting.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 07-550-01 (MAJOR MODIFICATION) A REQUEST TO MODIFY AN APPROVED PARCEL MAP (NO. 84-17) FOR PROPERTY LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF EASTBOURNE BAY AND AT 4490 EASTBOURNE BAY, SUBJECT TO CERTAIN CONDITIONS AND THE RECORDATION OF A LEGAL AGREEMENT. FILED BY DAN VOSS, 4254 HARBOR ISLAND LANE, OXNARD, CA 93035.

WHEREAS, on November 20, 2008, the Planning Commission of the City of Oxnard considered an application at a public hearing to modify Parcel Map No. 84-17 (Major Modification PZ No. 07-550-01) by removing two conditions from Planning Commission Resolution No. 7119 for property located along the northern right-of-way of Eastbourne Bay and at 4490 Eastbourne Bay, filed by Dan Voss; and

WHEREAS, the City Council has carefully reviewed the Planning Commission action recommending approval of Major Modification PZ No. 07-550-01, subject to the conditions in Planning Commission Resolution No. 2008-69 and the recordation of an Agreement Restricting Use of Property (A-7125) for the subject property, the staff report, and minutes of testimony at the public hearing; and

WHEREAS, the City Council has carefully reviewed Planning Commission No. 2008-69 recommending approval of Major Modification PZ No. 07-550-01; and

WHEREAS, the City Council has carefully reviewed the Agreement Restricting Use of Property (A-7125); and

WHEREAS, the City Council finds that Major Modification PZ No. 07-550-01 complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the City Council finds that Major Modification PZ No. 07-550-01 is consistent with the City of Oxnard Coastal Land Use Plan; and

WHEREAS, the City Council finds that the proposed site is suitable for the type and density of development that would result from the approval of Major Modification PZ No. 07-550-01 and is not likely to cause substantial environmental damage, serious public health problems or conflict with any public utility or easements or access.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. Major Modification PZ No. 07-550-01 is hereby approved, subject to the conditions set forth in Planning Commission No. 2008-69; and
2. The Mayor is authorized to sign Agreement Restricting Use of Property (A-7125).

PASSED AND ADOPTED this 16th day of December, 2008, by the following vote:

AYES:

NOES:

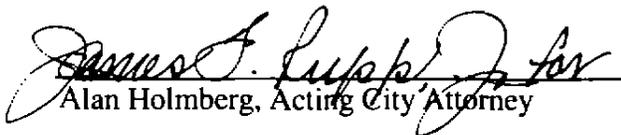
ABSENT:

Dr. Thomas E. Holden
Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, Acting City Attorney

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

A-7125

CITY OF OXNARD
214 "C" Street
Oxnard, California 93030
ATTN: Winston Wright

AGREEMENT RESTRICTING USE OF PROPERTY

**APN 188-0-110-435
APN 188-0-110-445**

THIS AGREEMENT RESTRICTING USE OF PROPERTY ("Agreement") is entered into by and between the CITY OF OXNARD ("City"), and DANIEL J. VOSS, SR. and AUDREY J. VOSS, as Trustees of the Daniel J. Voss and Audrey J. Voss 1982 Family Trust U/D/T dated November 24, 1982 (collectively "Voss").

RECITALS:

This Agreement Restricting Use of Property is entered into in reference to the following recitals of fact:

- A. The City owns that certain easement in real property located in the City of Oxnard, County of Ventura, State of California ("Edison Canal Easement") described as:

"An easement for maintenance and ingress and egress granted by Southern California Edison Company to the City of Oxnard in Parcel Z of Tract 2026-3 recorded in Book 4346, Page 374, in the official records of the Ventura County Recorder.

- B. Voss, as the successor in interest to Voss Development Corporation, owns that certain real property located in the City of Oxnard, County of Ventura, State of California ("Parcel A") described as:

Parcel A as per Parcel Map filed on January 10, 1990 in Book 49, pages 47 to 48 of Parcel

Maps, in the office of the County Recorder of
the County of Ventura, State of California.

- C. Voss, as the successor in interest to Voss Development Corporation, also owns that certain real property located in the City of Oxnard, County of Ventura, State of California ("Parcel B") described as:

Parcel B as per Parcel Map filed on January 10,
1990 in Book 49, pages 47 to 48 of Parcel
Maps, in the office of the County Recorder of
the County of Ventura, State of California.

- D. By Resolution No. 9341, passed and adopted on December 22, 1987, the City Council of the City of Oxnard approved a tentative map for Parcel A and Parcel B, subject to Voss Development Corporation satisfying those conditions specified in Resolution No. 7119 of the Planning Commission of the City of Oxnard, passed and adopted on December 7, 1987.
- E. The City's Edison Canal Easement is contiguous to Parcel A, which abuts the Edison Canal, and along the edge of which Voss' predecessor was to construct an extension of a seawall bulkhead or rip wrap pursuant to Condition No. 8 of Resolution No. 7119.
- F. The City and Voss' predecessor entered into an Agreement For Completion of Improvements recorded on January 25, 1990, as Document No. 90-012685 regarding Parcel A, to allow the Voss' predecessor to comply with Condition No. 8 of Resolution 7119 after the final map was approved and recorded, and before building permits were to be issued.
- G. On January 10, 1990, Parcel Map 84-17 subdividing Parcel A from Parcel B, was recorded in Book 49 of Parcel Maps at Pages 47-48 ("Final Map").
- H. Condition No. 8 of Resolution 7119 ha not been complied with.
- I. By Resolution No. 2008-69 passed and adopted on November 20, 2008, attached and incorporated by reference, the Planning Commission of the City of Oxnard approved a modification of the conditions of the Final Map, permitting the issuance of building permits for Parcel A. On December 16, 2008 Resolution 2008-69 was adopted by the City Counsel of the City of Oxnard.
- J. The City and Voss wish to cancel the Agreement For Completion of Improvements recorded January 25, 1990 as Document No. 90-012685, upon the terms and conditions of this agreement.

IT IS AGREED:

1. Cancellation of Prior Agreement. The Agreement For Completion of Improvements recorded January 25, 1990 as Document No. 90-012685 is cancelled, and in its place and stead the terms and conditions of this agreement are entered into.

2. Grant of Easements. Voss will convey to the City two access easements, for inspection, construction, maintenance or repair of the seawall on Parcel A, over Parcel A in the form marked Exhibit A, attached and incorporated by reference, as follows:
 - A. An easement over the northerly 11 feet of Parcel A, described in Exhibit A, shall be referred to as the "North Easement". Except in the case of an emergency threatening loss of life or property, City must notify the owner of Parcel A at least 48 hours before accessing the easement for inspection purposes and 7 days before using this easement for construction, maintenance, or repair. Such notice must specify the start and ending time for the use of the easement for any purpose. The owner may remove any fencing, landscape, hardscape or irrigation system within the North Easement after receipt of such notice. The owner of Parcel A waives any claim of damage to fencing, landscape, hardscape or irrigation system in the North Easement not removed within the 7 day notice period prior to commencing construction, maintenance, or repair.

 - B. The easement over the easterly 8 feet of Parcel A, not including the portion of the easterly 8 feet within the North Easement, described in Exhibit A, shall be referred to as the "East Easement". Except in the case of an emergency threatening loss of life or property, City must notify the owner of Parcel A at least 48 hours before accessing the easement for inspection purposes and 7 days before using this easement for construction, maintenance, or repair. Such notice must specify the start and ending time for the use of the easement for any purpose. The owner may remove any fencing, landscape, hardscape or irrigation system within the North Easement after receipt of such notice. The owner of Parcel A waives any claim of damage to fencing, landscape, hardscape or irrigation system in the North Easement not removed within the 7 day notice period prior to commencing construction, maintenance, or repair.

3. Use of Parcel A- North Easement. Voss, for themselves, their beneficiaries, successors and assigns, agree that the portion of Parcel A subject to the North Easement, will not now or in the future have any permanent improvements constructed upon it, except for landscaping consisting of plantings, irrigation facilities, walkways and fencing.
4. Use of Parcel A-East Easement. Voss, for themselves, their beneficiaries, successors and assigns, agree that the portion of Parcel A subject to the East Easement will not now or in the future have any permanent improvement constructed upon it, except for deck improvements, or landscaping consisting of plantings, irrigation facilities, walkways and fencing. If deck improvements are constructed within the East Easement, Voss, for themselves, their beneficiaries, successors and assigns, agree to enter upon a Declaration of Restrictive Covenant for Construction of Deck Over Seawall Obstructing City of Oxnard Access to Seawall.
5. Dock and Boat Slip.

5.1 Voss owns an easement appurtenant to Parcel A described as follows:

An easement for boat slip and dock purposes and for storing and keeping boats, yachts and watercraft and all purposes incidental thereto, in, over, under and across that certain area designated at 82-E on the Map of Tract 2026-1, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 55, Pages 79-84, inclusive of Maps, in the office of the County Recorder of said County, together with all improvements therein useable pursuant to the purpose of this easement.

5.2 Voss, for themselves, their beneficiaries, successors and assigns, agree that the construction of a dredged berthing area, dock, and boat slip shall not occur until such time as Voss or their successor in interest is granted a Coastal Development Permit from the California Coastal Commission, or such permit is no longer required. Voss further agrees to attach a copy of this Agreement Restricting Use of Property as an exhibit to any deed conveying all or any portion of title to Parcel A.

- 5.3 In the event a dock and boat slip are constructed, Voss, and their successors in interest shall have the sole responsibility and obligation to perform the ongoing maintenance and dredging of the channel within the easement described in paragraph 5.1..
6. Maintenance of Seawall & Site Erosion.
- 6.1 Voss, for themselves, their beneficiaries, successors and assigns, agree to maintain the existing seawall on Parcel A in such condition the seawall does not pose a threat to the adjacent waterway or other property. Voss further agrees to attach a copy of this Agreement as an exhibit to any deed conveying all or any portion of title to Parcel A.
- 6.2 Voss, for themselves, their beneficiaries, successors, and assigns, accept all responsibility for any soil erosion that may occur because of the lack of a seawall within the North Easement area. The City is not responsible to stabilize any soil on Parcel A if erosion occurs and the City accepts no liability in the case of structural damage caused by site erosion caused by the condition of the seawall.
7. Restriction to Single Family Residence. Voss, for themselves, their beneficiaries, successors and assigns, agree that Parcel A shall only be used for construction and use as a single family residence, together with the improvements and appurtenances permitted for a single family residence in applicable land use requirements of the City of Oxnard.
8. Improvements to Parcel B. Prior to the conveyance of fee title, lease or construction upon Parcel A, Voss, or their successors in interest, must improve the roadway along Eastbourne Bay adjacent to Parcel B, with an engineered curb gutter and asphalt to match the design and width of the eastbound lane of Eastbourne Bay satisfactory to the City of Oxnard, pursuant to Plans and Specifications approved by the City.
9. Dedication on Parcel B. Voss shall dedicate to City the strip of land 8 feet wide and 48 feet long at the easterly end of Parcel B, as shown on Parcel Map 84-17, recorded January 10, 1990 in Book 49 of Parcel Maps at Page 47-48 in the Official Records of Ventura County.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on _____, 2008.

CITY OF OXNARD

By _____, Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

GARY GILLIG, CITY ATTORNEY

DANIEL J. VOSS and AUDRY J. VOSS
1982 FAMILY TRUST U/D/T November 24, 1982

By _____
DANIEL J. VOSS, Sr., Co-Trustee

By _____
AUDRY J. VOSS, Co-Trustee

STATE OF CALIFORNIA)

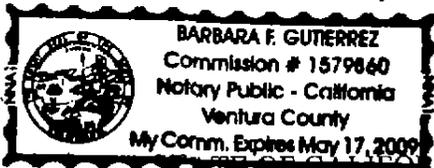
SS.

COUNTY OF VENTURA)

On Dec. 10 2008, before me, Barbara F. Gutierrez, a Notary Public, personally appeared DANIEL J. VOSS, SR., who 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 that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Barbara F. Gutierrez
NOTARY PUBLIC

STATE OF CALIFORNIA)

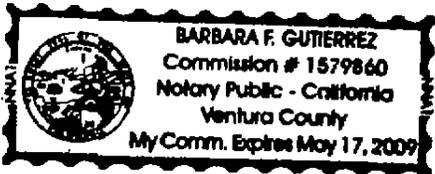
SS.

COUNTY OF VENTURA)

On Dec 10, 2008, before me, Barbara F. Gutierrez, a Notary Public, personally appeared AUDRY J. VOSS, who 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 that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Barbara F. Gutierrez
NOTARY PUBLIC

STATE OF CALIFORNIA)

ss.

COUNTY OF VENTURA)

On _____ 2008, before me,
_____, a Notary Public, personally appeared
_____, who 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 that he/she/they executed the same in his/her/their
authorized capacity, and that by his/her/their signature on the instrument, the person or
the entity upon behalf of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the
foregoing paragraph is true and correct.

Witness my hand and official seal.

NOTARY PUBLIC

Aerial Map



Oxnard Planning
June 25, 2007

PZ 07-550-1
Location: Eastbourne By
APN: 188011043

0 12.5 25 50 75 100 Feet

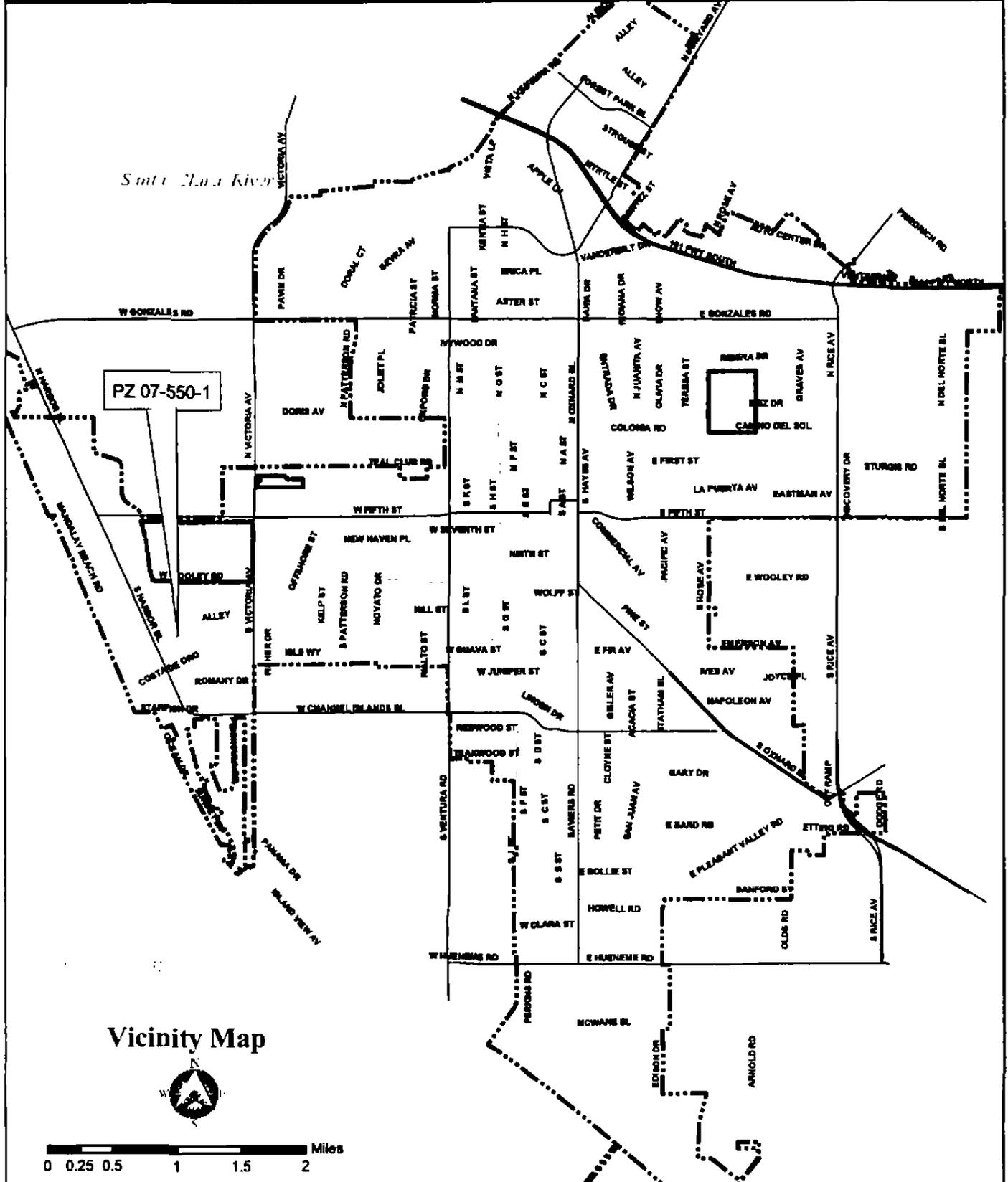
Aerial Map

ATTACHMENT 3
PAGE 1 OF 1



C00084

Vicinity Map



Vicinity Map



0 0.25 0.5 1 1.5 2 Miles



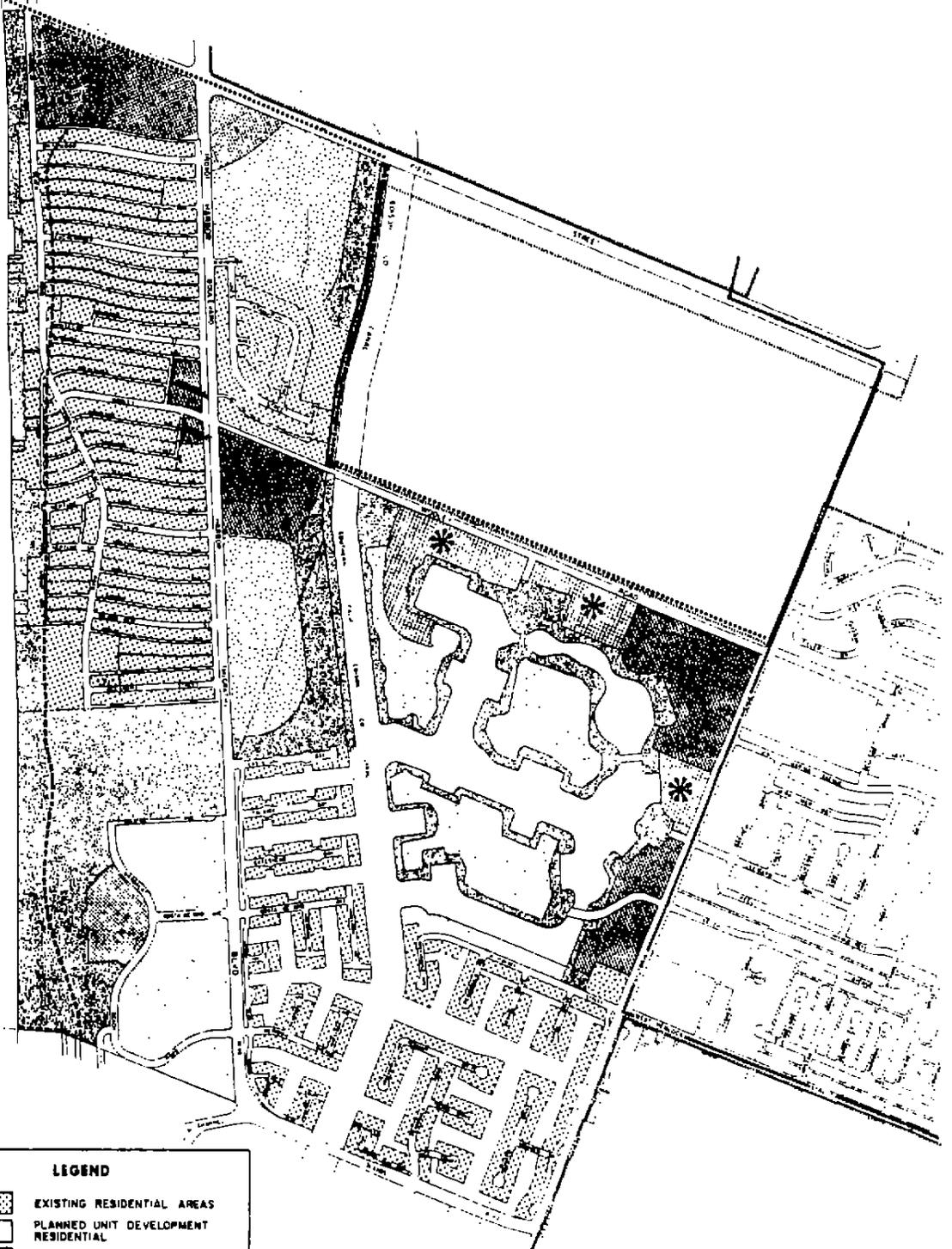
PZ 07-550-1
 Location: Eastbourne By
 APN: 188011043

ATTACHMENT 1
 PAGE 1 OF 1

COASTAL PLAN LAND USE MAP

S I A I S V 2

M Y E 2 0



LEGEND

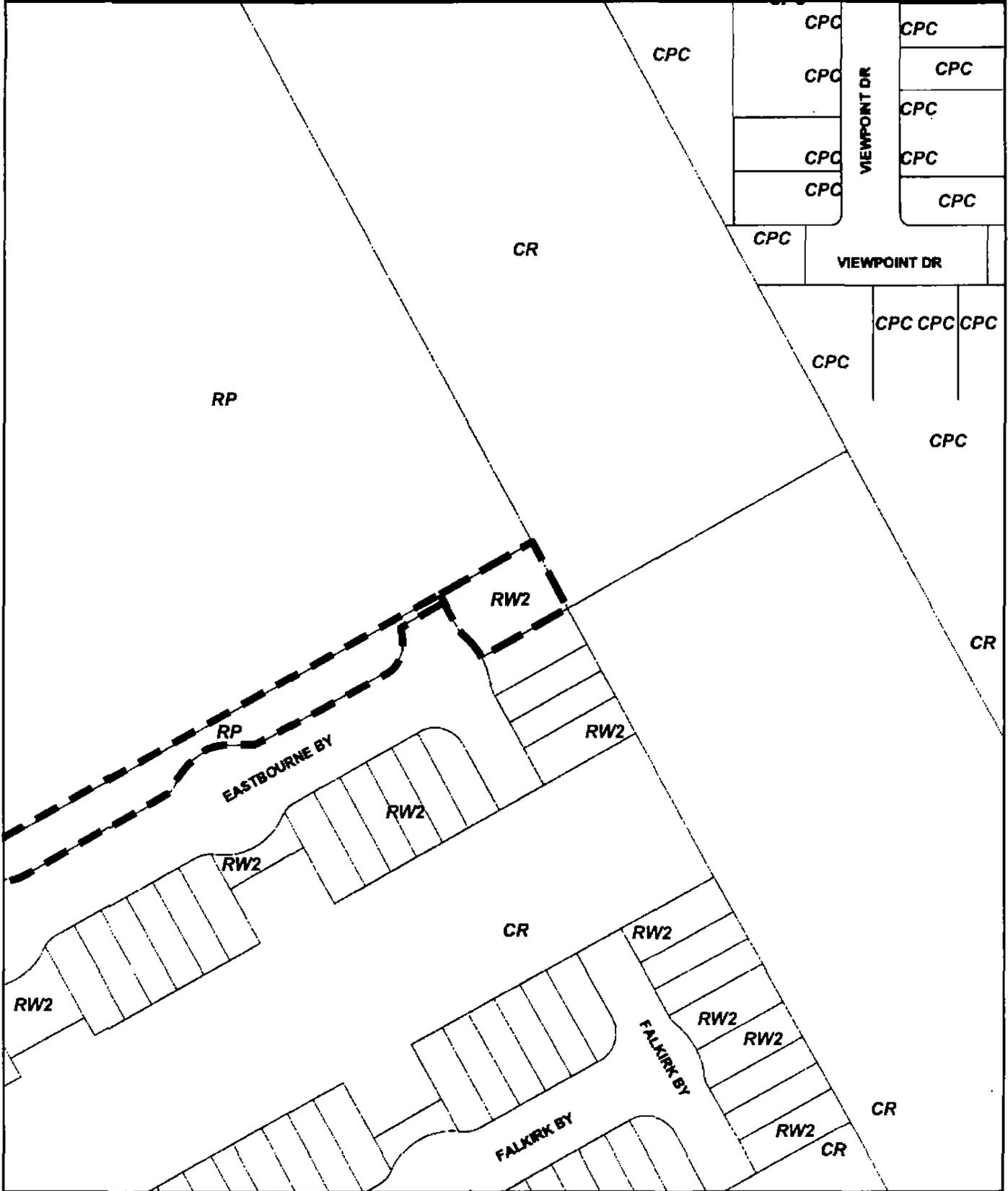
-  EXISTING RESIDENTIAL AREAS
-  PLANNED UNIT DEVELOPMENT RESIDENTIAL
-  MOBILE HOME PARK
-  VISITOR SERVING COMMERCIAL
-  RECREATION AREA
-  MIXED USE (COMMERCIAL / RESIDENTIAL)
-  PUBLIC FACILITY
-  RESOURCE PROTECTION AREA
-  COASTAL ZONE BOUNDARY
-  100 YEAR FLOOD LINE (NATIONAL FLOOD INSURANCE)
-  URBAN RURAL BOUNDARY
-  OXNARD CITY LIMITS



OXNARD SHORES

DATE MAY 1990

Zone Map



PZ 07-550-1
Location: Eastbourne By
APN: 188011043



Zone Map

ATTACHMENT 60
PAGE 1 OF 1



000087

RESOLUTION NO. 2008 - 69

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THE REMOVAL OF TWO CONDITIONS FROM RESOLUTION NO. 7119 THAT APPROVED PARCEL MAP NO. 87-14 (PLANNING AND ZONING PERMIT NO. 07-550-01), FOR PROPERTY LOCATED AT THE EASTERN END OF EASTBOURNE BAY IMMEDIATELY ADJACENT TO THE RELIANT ENERGY CANAL AND ADDRESSED AS 4490 EASTBOURNE BAY (APN 188-0-110-435), SUBJECT TO CERTAIN CONDITIONS. FILED BY DAN VOSS, 4254 HARBOR ISLAND LANE, OXNARD, CA 93035.

WHEREAS, by Resolution No. 9341, passed and adopted on December 22, 1987, the City Council of the City of Oxnard approved Tentative Parcel Map No. 84-14 for Parcel A and Parcel B, subject to Voss Development Corporation satisfying those conditions specified in Resolution No. 7119 of the Planning Commission of the City of Oxnard, passed and adopted on December 7, 1987; and

WHEREAS, the City of Oxnard and Voss' predecessor entered into an Agreement For Completion of Improvements recorded on January 25, 1990, as Document No. 90-012685 regarding Parcel A, to allow the Voss' predecessor to comply with Condition No. 8 of Resolution 7119 after the final map was approved and recorded, and before building permits were to be issued; and

WHEREAS, On January 10, 1990, Parcel Map 84-17 subdividing Parcel A from Parcel B, was recorded in Book 49 of Parcel Maps at Pages 47-48 ("Final Map"); and

WHEREAS, condition No. 7 and No. 8 of Resolution 7119 have not been complied with; and

WHEREAS, the Planning Commission of the City of Oxnard has considered the impact of not complying with condition No. 7 and No. 8 of Resolution No. 7119 (Planning and Zoning Permit No. 07-550-01); and

WHEREAS, the Planning Commission agrees that the conditions of this resolution compensate for the elimination of condition No. 7 and No. 8 of Resolution No. 7119; and

WHEREAS, the Planning Commission has considered Voss' wish to cancel the Agreement For Completion of Improvements recorded January 25, 1990 as Document No. 90-012685, upon the terms and conditions of a new agreement; and

WHEREAS, the removal of condition No. 7 and No. 8 from Tentative Parcel Map No. 84-17 and the terms and conditions of the new agreement were referred to various City departments and Development Advisory Committee members for recommendations; and

WHEREAS, the Planning Commission finds that the request to eliminate the requirements of condition No. 7 and No. 8 of Tentative Parcel Map 84-17 does not conflict with the City's Coastal Land Use Plan and elements thereof; and

WHEREAS, Section 15301, 15303, & 15305 of Title 14 of the California Code of Regulations exempts the project from the requirement for the preparation of environmental documents imposed by the California Environmental Quality Act; and

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council the removal of the requirements of Condition No. 8 of Tentative Parcel Map No. 84-17, subject to a new legal agreement and the following conditions:

PLANNING SPECIAL CONDITIONS

1. Prior to the conveyance of fee title, lease, or construction upon Parcel A of Parcel Map 84-17, applicant shall record the Agreement Restricting Use of Property (see Attachment E) in the office of the County Recorder of the County of Ventura. Applicant further agrees to attach a copy of the Agreement Restricting Use of Property as an exhibit to any deed conveying all or any portion of title to Parcel A.
2. The applicant, for themselves, their beneficiaries, successors and assigns, agree that Parcel A shall only be used for construction and use of one single-family residence, together with the improvements and appurtenances permitted for a single-family residence in applicable land use requirements of the City of Oxnard.

DEVELOPMENT SERVICES SPECIAL CONDITIONS

3. Prior to the conveyance of fee title, lease or construction upon Parcel A of Parcel Map 84-17, applicant shall install an engineered concrete curb and gutter, and install asphalt within the westbound lane of the Eastbourne Bay right-of-way (adjacent to Parcel B) to match the design and width of the eastbound lane of Eastbourne Bay, pursuant to plans and specifications approved by the City's Supervising Civil Engineer.
4. Prior to the conveyance of fee title, lease or construction upon Parcel A, applicant shall convey to the City two access easements, for inspection, construction, maintenance or repair of the seawall over Parcel A. The first easement shall be over the northerly 11 feet of Parcel A. The second easement shall be over the easterly 8 feet of Parcel A. The terms of use for these easements can be found in the recorded Agreement Restricting Use of Property.

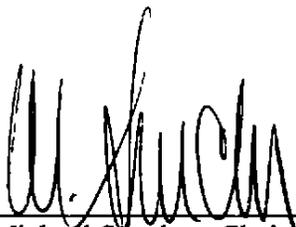
5. Prior to the conveyance of fee title, lease or construction upon Parcel A, applicant shall dedicate to City the strip of land 8 feet wide and 48 feet long at the easterly end of Parcel B at the terminus of Eastbourne Bay.
6. Prior to the construction of a dredged berthing area, dock, and boat slip the applicant, their beneficiaries, successors or assigns, must have a Coastal Development Permit from the California Coastal Commission approved for such use, unless such permit is no longer required. The design of the dredged berthing area, dock, and boat slip are subject to the issuance of a building permit issued by the City of Oxnard's Development Services Division as approved by the City of Oxnard's Civil Engineer. In the event a dock and boat slip is constructed, the applicant, beneficiaries, successors, or assigns shall have the sole responsibility and obligation to perform the ongoing maintenance and dredging of the channel within the easement area in the waterway granted to Parcel A for boat dock purposes.
7. The applicant, for themselves, their beneficiaries, successors and assigns, agree to maintain the existing seawall on Parcel A in such condition that the seawall does not pose a threat to the adjacent waterway or other property.
8. The applicant, for themselves, their beneficiaries, successors, and assigns, accept all responsibility for any soil erosion that may occur because of the lack of a seawall within the any portion of Parcel A. The applicant, for themselves, their beneficiaries, successors, and assigns, accept all responsibility to stabilize any soil on Parcel A if erosion occurs and accept all responsibility and liability in the case of structural damage caused by site erosion caused by the condition of the seawall.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 20th day of November, 2008, by the following vote:

AYES: Commissioners: Frank, Okada, Dean, Elliott, and Sanchez

NOES: Commissioners: Medina

ABSENT: Commissioners: Pinkard



Michael Sanchez, Chairman

ATTEST: 

Susan L. Martin, Secretary