



**Planning Division**

**PLANNING COMMISSION  
STAFF REPORT**

**TO:** Planning Commission

**FROM:** Winston Wright, Associate Planner

**DATE:** November 20, 2008

**SUBJECT:** Planning and Zoning Permit No. 07-550-01 (Major Modification); A Request to Modify an Approved Parcel Map (No. 84-17) 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

- 1) **Recommendation:** That the Planning Commission adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 07-550-01 for a Major Modification to Parcel Map No. 84-17, subject to certain findings and conditions.
- 2) **Project Description and Applicant:** A request to modify an approved Parcel Map (No. 84-17) and remove two conditions from Planning Commission Resolution No. 7119. These conditions require construction of a sidewalk along the northern right-of-way of Eastbourne Bay (Parcel B) and an 11-foot section of a seawall bulkhead on a vacant lot adjacent to the Reliant Energy Canal (Parcel A). Parcel A is located at the eastern terminus of Eastbourne Bay and is addressed as 4490 Eastbourne Bay. Parcel B runs the length of the northern side of Eastbourne Bay. The request includes renegotiating a legal agreement that must be approved by the City Council. Filed by Dan Voss, 4254 Harbor Island Lane, Oxnard, CA 93035.
- 3) **Existing & Surrounding Land Uses:** The subject property is vacant.

LOCATION	ZONING	COASTAL PLAN	EXISTING LAND USE
Project Site	Townhouse Water Oriented (R-W-2)	Townhouse Water Oriented* (15 DU/Acre or 2,800 sq. ft. per lot)	Vacant land
North	Coastal Resource Protected (RP)	Recreation & Resource Protection Areas	Vacant Land
South	Townhouse Water Oriented (R-W-2)	Townhouse Water Oriented* (15 DU/Acre or 2,800 sq. ft. per lot)	Townhouses
East	Community Reserve (C-R)	Reliant Energy Canal	Canal that provides cooling water to the Reliant Power Plant
West	Coastal Resource Protected (RP) & Eastbourne Bay	Right-of-Way & Recreation Area	Eastbourne Bay (right-of-way) & Vacant Land

\*Noted as Existing Residential Area on the Coastal Land Use Map (see Map No. 18, pg. IV-32)

**4) Background Information:** 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 affected by Condition No. 8 is known as Parcel A. Parcel A also fronts Eastbourne Bay to the west is 70-feet wide by 96-feet deep (average) and is 6,845 square feet in area. Parcel B runs the length of Eastbourne Bay along the northern right-of-way, is 905 feet long, and is 28,548 square feet in area. Condition No. 8 requires that the Developer extend a seawall bulkhead along the entire 70 feet of the property adjacent to the Reliant Energy Canal and reads as follows:

*"The developer shall construct seawall bulkhead or rip-rap for the entire length of property adjacent to the Edison Canal as necessary and in conjunction with the requirements of Southern California Edison Company as approved by the Public Works Director."*

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 of the City of Oxnard approved Parcel Map No. 84-17 (Attachment E) via Resolution No. 9841 and adopted Resolution No. 9843 which authorized the Mayor to execute an Agreement for Completion of Improvements ("Agreement"). The terms of the Agreement deferred 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. Fifty-nine feet of the bulkhead is already constructed; therefore, the condition applies to the remaining 11-feet located at the northeast corner of the subject property.

The City of Oxnard has jurisdiction over most development that occurs on dry land in the Coastal Zone Boundary. However, as a coastal waterway, the Reliant Energy Canal is subject to the retained permit jurisdiction of the California Coastal Commission (CCC). Therefore, the applicant must be granted a coastal development permit from the CCC for any work proposed in the canal.

The CCC granted Coastal Development Permit No. 04-04-104 to the applicant on May 11, 2005 for the 11-foot extension of the bulkhead. However, the request in Coastal Development Permit No. 04-04-104 did not include the rip-rap revetment improvements or dredging that would allow for the construction of a berthing area and a dock for boats adjacent to the subject property. The extension of the bulkhead would stabilize the unprotected eastern slope on the subject property; however it would not stabilize the embankment that runs perpendicular to the subject property to the north. The embankment north of the subject property would continue to slough into the canal. Without a bulkhead that runs perpendicular to the subject property, or a rip-rap revetment within the canal itself, a berthing area for boats can not be created because the canal is not deep enough at this location and dredging would be ineffective as the northern slope would continue to slough into the canal.

The applicant applied to the CCC to revise Coastal Development Permit No. 04-04-104 to include dredging the canal in front of his property, installing a perpendicular rip-rap revetment along the adjacent northern embankment, and constructing a berthing area to allow for a boat dock adjacent to the subject property. On November 9, 2007, the CCC denied the requested amendment to Coastal Development Permit No. 04-04-104. The CCC denied the request because the project would remove 922 square feet of wetland. Section 30233 of the Coastal Act identifies specific instances when placing fill in wetlands is permitted and the CCC determined that the proposed rip-rap did not qualify. Furthermore, the CCC staff report that recommended denial of the revision states that *"the applicant did not propose any mitigation to avoid, lessen, or compensate for this impact."* It is the opinion of CCC staff that the previously approved bulkhead would be a less environmentally damaging alternative than the rip-rap revetment.

- 5) Environmental Determination:** In accordance with Sections 15301, 15303, & 15305 of the California Environmental Quality Act (CEQA) Guidelines, projects involving *"Existing Facilities"*, *"New Construction or Conversion of Small Structures"*, and *"Minor Alterations in Land Use Limitation"* may be found to be exempt from the requirements of CEQA. Approval of this project would result in the installation of a curb and gutter within an existing right-of-way along Eastbourne Bay (see condition no. 3) and the removal of a development restriction on subject property that would result in the development of a single-family residence. Improvements to existing streets are specifically exempt by Section 15301, the removal of the development restriction is exempt by Section 15305, and the development of a single-family residence is exempt by Section 15303. Therefore, staff has determined that there is no substantial evidence that the project may have a significant effect on the environment and recommends that Planning Commission accept the Notice of Exemption (see Attachment G).

**6) Analysis:**

- a) General Discussion:** The removal or modification of a condition of approval for a tentative map requires review by the Planning Commission and approval by the City Council. In this case, the request also includes renegotiating a legal agreement that benefits the City of Oxnard that must be approved by the City Council. The Planning Commission reviews the new legal agreement and makes a recommendation to the City Council to approve or deny the modification to tentative map's conditions.

It is not necessary to extend the seawall in order to develop Parcel A with a residential structure. The engineering for the development could address the site's constraints and conditions can be placed on the project to address potential problems. In lieu of extending the seawall, an easement for inspection, construction, and repair purposes will be granted by the applicant to the City of Oxnard over the northern 11-feet and over the eastern 8-feet of Parcel A (Condition No. 4). The applicant agrees not to develop within the 11-feet in front of the unprotected embankment on Parcel A (Condition No. 4). In the event the seawall must be extended, or worked on for any reason, the City of Oxnard will be able to access these areas.

The canal in front of the subject property is not deep enough to allow the installation of a boat dock and is not part of the City of Oxnard's canal dredging maintenance district. Therefore, the applicant must be granted a coastal development permit from the CCC before dredging a berthing area or submitting plans to the City of Oxnard for a boat dock (Condition No. 6). In the event a berthing area and boat dock are approved and constructed, the applicant acknowledges that the subject property is not in the City of Oxnard's dredging maintenance district and accepts responsibility for any dredging that may be required to maintain a future berthing area (Condition No. 6). Additionally, the applicant accepts responsibility for the condition of the existing seawall adjacent to Parcel A (Condition No. 7).

Without the construction of an additional bulkhead that runs perpendicular to the existing bulkhead or the installation of a rip-rap revetment in the canal adjacent to subject property, the unprotected embankments adjacent to Parcel A will continue to slough off into the canal and could undercut the dry land on the subject property and to the north. In the event that the property on Parcel A is damaged because of the lack of a seawall bulkhead, the applicant accepts responsibility for that damage and holds the City of Oxnard harmless (Condition No. 8).

The City of Oxnard's *Coastal Land Use Plan* designates Parcel A for residential uses to be developed to densities (15 dwelling units/acre with a minimum 2,800 square foot minimum lot area) allowed in the Townhouse Water-Oriented (R-W-2) zone (see *Coastal Plan Land Use Map No. 18*). At 6,845 square feet, the subject property could be divided into two lots. To minimize potential conflicts, the applicant agrees to limit the development of Parcel A to one single-family residence (Condition No. 2).

Additionally, Parcel Map No. 84-17 is not in full compliance with the conditions of approval in Planning Commission Resolution No. 7119. In addition to the lack of a seawall bulkhead that runs the entire length of Parcel A, the northern edge of Eastbourne Bay adjacent to Parcel B was never finished. Staff recommends that the Planning Commission revisit Condition No. 7 of Resolution No. 7119.

Condition No. 7 states:

*"The developer shall construct sidewalk along Eastbourne Bay per current City standards."*

Staff recommends that Condition No. 7 from Resolution No. 7119 be replaced with proposed Condition No. 3 in the attached resolution:

*"Prior to the conveyance of fee title, lease or construction upon Parcel A, 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."*

**b) Coastal Plan Consistency:**

POLICY	DISCUSSION
<p><i>Local Coastal Policy #3 (page III-5) states that: "All urban development shall be restricted to the area within the urban-rural boundary, as defined by Map 1 and the Land Use Map."</i></p>	<p>Approving the request would result in the construction of a single-family residence on Parcel A of Parcel Map No. 84-17. This property is within the urban-rural boundary and is designated by the Coastal Land Use Map for residential use. A single-family dwelling is a permitted use in the R-W-2 zone and would be reviewed by staff through a building permit.</p>
<p><i>Local Coastal Policy #12 (page III-17) states that: "New dredging, other than existing maintenance operations, shall be designed to mitigate adverse impacts..."</i></p> <p><i>Local Coastal Policy #13 (page III-17) states that: "The construction of shoreline structures such as, but not limited to, retaining walls, groins, revetments, and breakwaters shall not be permitted except where absolutely necessary to protect public safety, or preserve existing public beaches, marinas, or structures. All permitted structures shall be designed to minimize adverse impacts, including those on both lateral and vertical access. Bulkheads shall be permitted in areas dredged as inland canals."</i></p>	<p>No new dredging would occur as a result of approving the request. However, approval of this request does not preclude the applicant, or his successors, from constructing a bulkhead in the future. In the event the applicant, or his successors, wish to extend the seawall or dredge a berthing area for a boat dock it will be necessary to get approval from the CCC through a coastal development permit. Mitigation measures to address adverse impacts from the dredging would be considered at that time.</p>

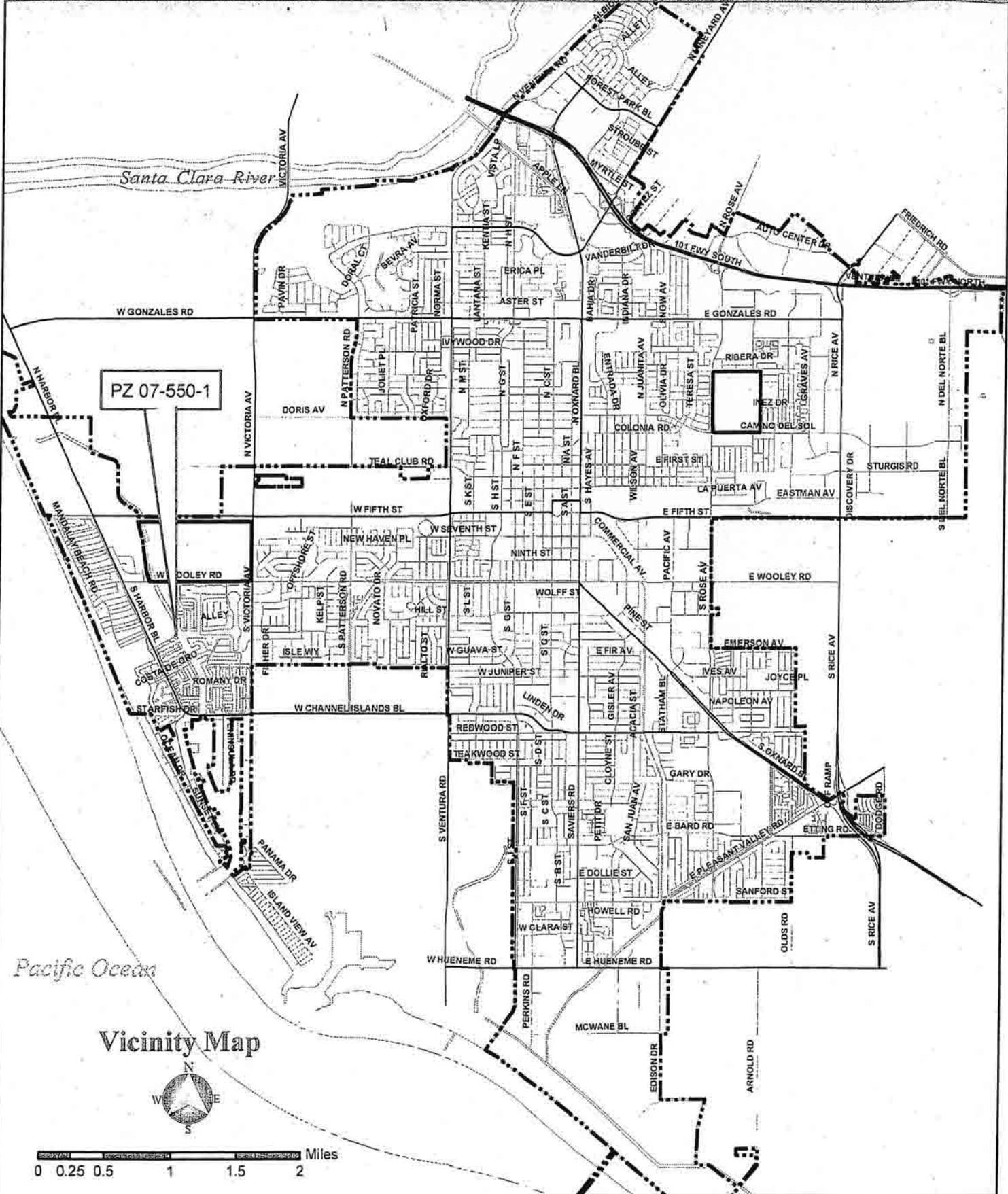
**Attachments:**

- A. Maps (Vicinity & Zoning)
- B. Coastal Land Use Map
- C. Site Plan
- D. Resolution No. 7119
- E. Parcel Map 84-17
- F. Agreement for Completion of Improvements (Executed 12/19/89)
- G. Notice of Exemption
- H. Agreement Restricting Use of Property (New)
- I. Resolution

Prepared by:	<u>WW</u> WW
Approved by:	<u>SM</u> SM

**Attachment A:**

**Vicinity & Zoning  
Maps**



PZ 07-550-1

Vicinity Map

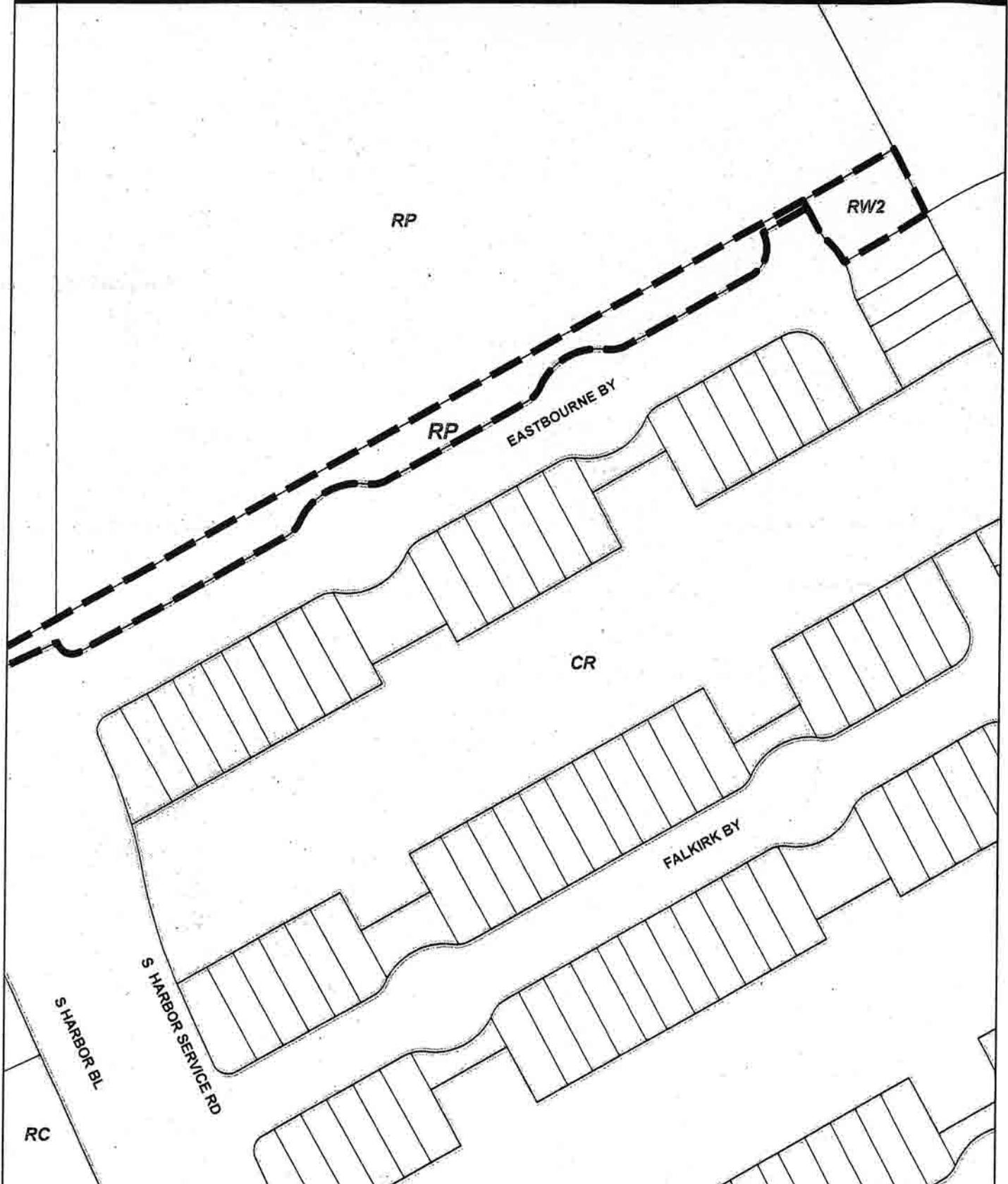


0 0.25 0.5 1 1.5 2 Miles



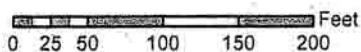
Oxnard Planning  
June 25, 2007

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



Oxnard Planning  
November 4, 2008

PZ 07-550-01  
Location: Eastborne By  
APN: 188011043, 188011044



Zone Map



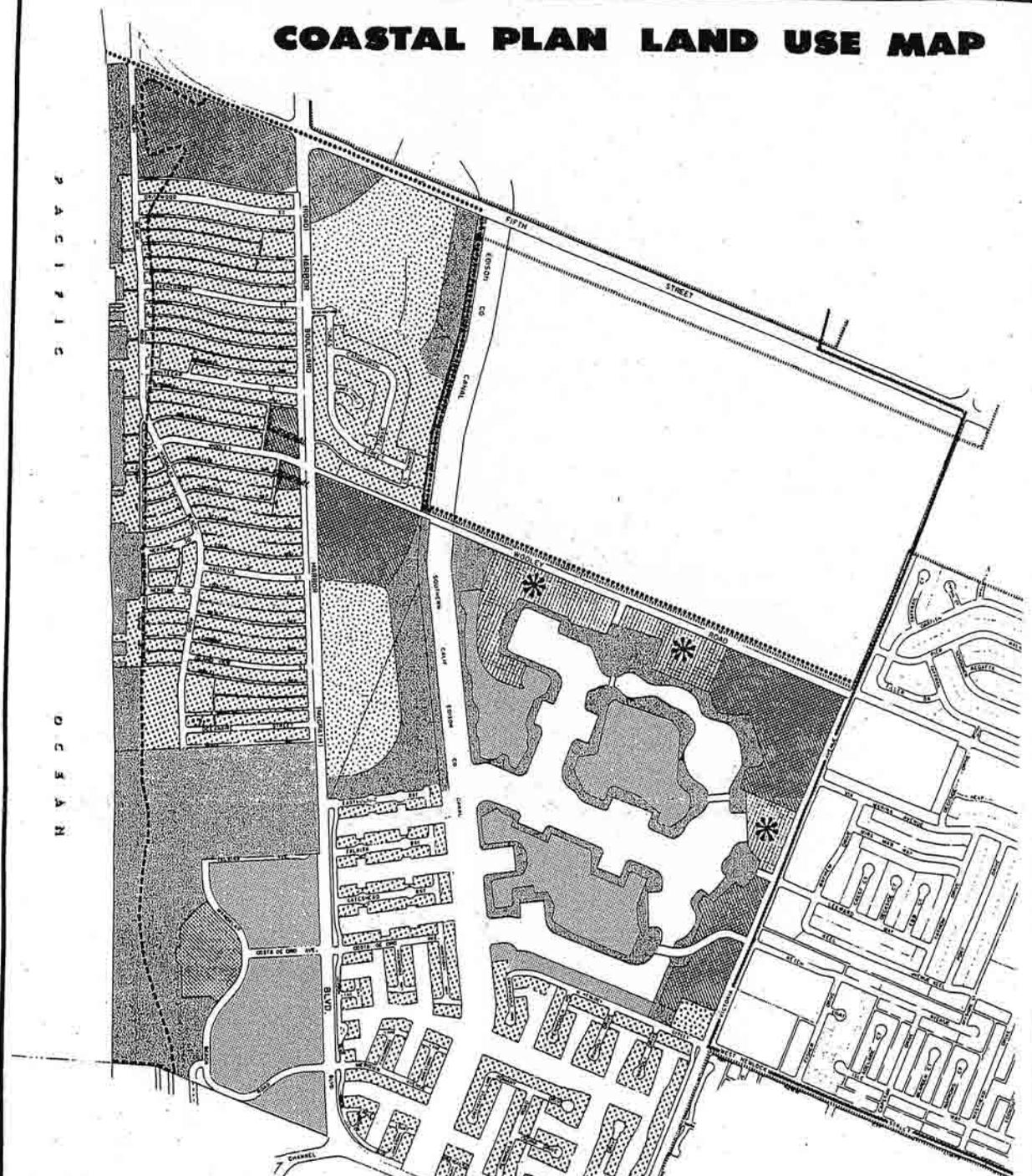
1:1,455

**Attachment B:**  
**Coastal Land Use**  
**Map**

# COASTAL PLAN LAND USE MAP

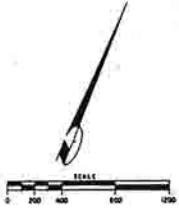
PACIFIC

OCEAN



**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



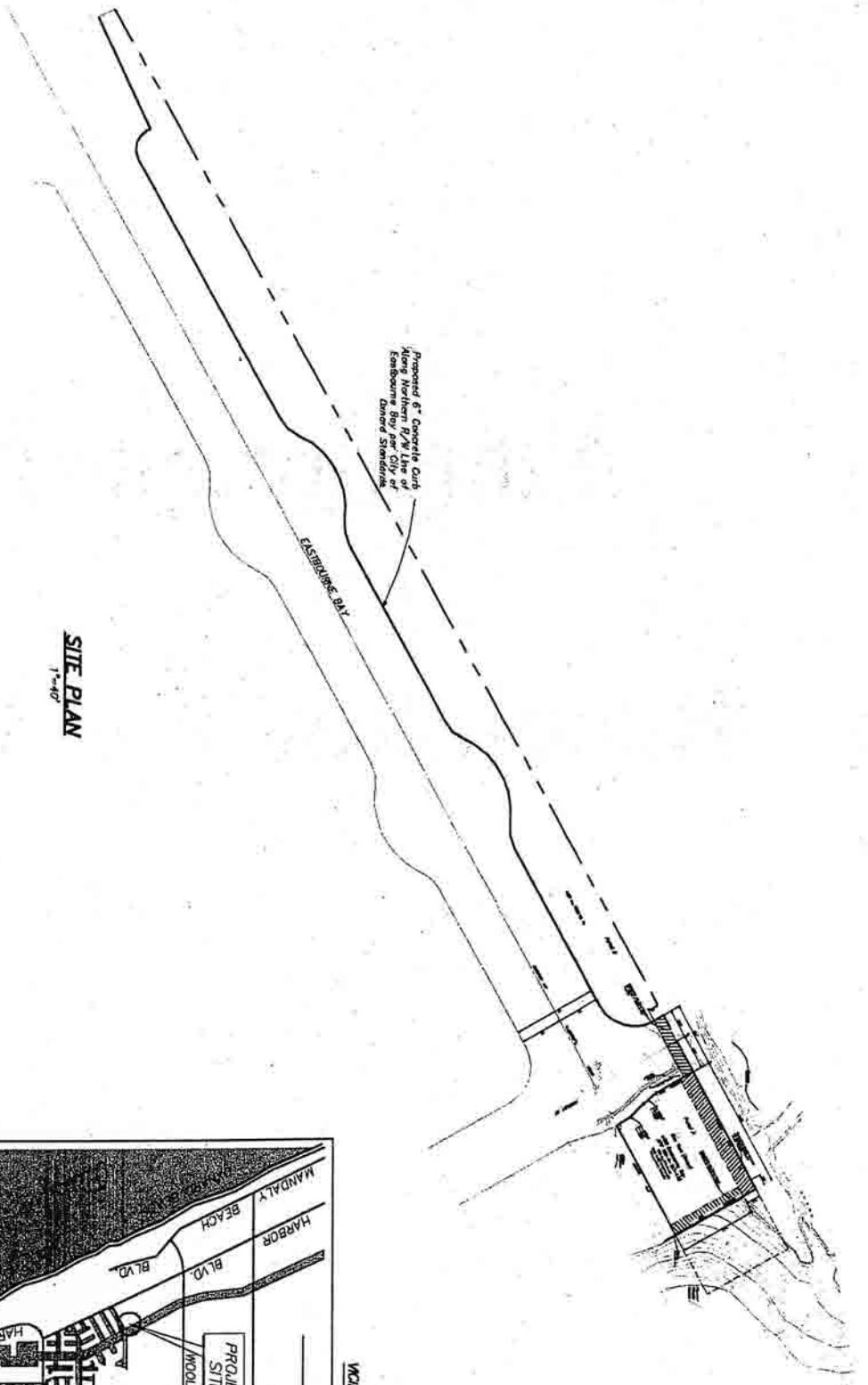
**OXNARD SHORES**

DATE: MAY 1980

# Attachment C:

## Site Plan

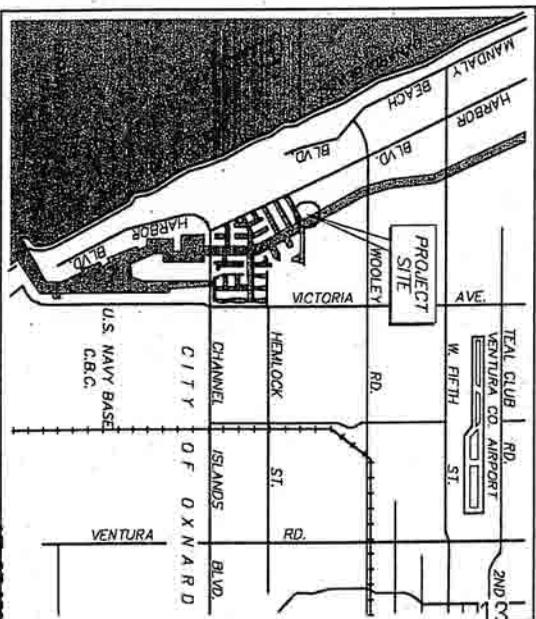




Proposed 6' Concrete Curb  
Along Northern R/W Line of  
Eastbourne Bay per City of  
Bond Street

**SITE PLAN**  
1-1-60

- ABBREVIATIONS**
- R.C. - RAISED
  - T. - TELEPHONE
  - D. - DRAIN
  - W. - WATER
  - M. - METER
  - E. - ELEVATION
  - C. - CENTER
  - S. - SOUTH
  - N. - NORTH
  - M. - METER



**VICINITY MAP**



Prepared for  
**MORFATT & NICHOL**  
Under the direction of  
James E. Cunningham REC. 1967

**RECORD DRAWING**

The record drawing has been prepared to give, based upon the information furnished, the Engineer certain notice of the location and limits of the project. The Engineer cannot be held responsible for the accuracy of the record drawing or for any errors or omissions thereon. These drawings are subject to the independent verification of the recording authority. It is the responsibility of the recording authority to verify the accuracy of the record drawing.

MORFATT & NICHOL

NO.	DATE	REVISIONS

DRAWN BY: [ ]  
 CHECKED BY: [ ]  
 DATE: [ ]  
 SCALE: [ ]  
 SHEET NO. [ ] OF [ ]

**MORFATT & NICHOL**  
 Development Systems Department  
 Dan Voss Eastments  
 4430 Eastbourne Bay  
 Site Plan

**07-XXX**

**Legal Description.**  
beginning at a point on the Western line of the Right of Way... being the Southeastern corner of Parcel A... of Parcel Maps in the County of Ventura.

**Attachment D:**

**Resolution No. 7119**

RESOLUTION NO. 7119

CITY OF OXNARD  
CITY ATTORNEY

1969 APR 11 AM 10:53

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL APPROVAL OF TENTATIVE PARCEL MAP NO. 84-17, FILED BY VOSS CONSTRUCTION, 1136 PATTERSON ROAD, OXNARD, CALIFORNIA 93030, LOCATED EAST OF HARBOR BOULEVARD AT THE EASTERN TERMINUS OF EASTBOURNE BAY, SUBJECT TO CERTAIN CONDITIONS.

WHEREAS, the Planning Commission of the City of Oxnard has considered Tentative Parcel Map No. 84-17, filed by Voss Construction; in accordance with Chapter 27 of the Oxnard City Code; and

WHEREAS, said tentative parcel map was referred to various public utility companies, City departments and the Staff Advisory Committee for recommendations; and

WHEREAS, the Planning Commission finds the tentative map to conform to the City's Coastal Plan and elements thereof; and

WHEREAS, the Planning Commission finds that the project is categorically exempt, and does not require an environmental impact report or negative declaration, as established in the California Environmental Quality Act.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council approval of Tentative Parcel Map No. 84-17, filed by Voss Construction, subject to the following conditions:

1. All grading performed shall conform to the City of Oxnard Grading Ordinance, Chapter 70 of the Uniform Building Code, and/or as recommended by the soils report, with prior review and approval by the City.
2. Each lot shall drain into a street, alley, or approved drain in such a manner that there will be no undrained depressions.
3. The developer shall pay storm drainage fees in accordance with City Ordinance No. 1517, the County resolution establishing land development fees for flood zoned I, II, III, and IV adopted January 2, 1979.
4. All utility facilities shall be placed underground in accordance with the City Ordinance.
5. The developer shall pay all current development fees.
6. The developer shall remove and repair any existing broken or damaged curb, gutter, sidewalk, and a.c. paving (patch, repair, or overlay as necessary) adjacent to property as directed by the Public Works inspector.
7. The developer shall construct sidewalk along Eastbourne Bay per current City standards.
8. The developer shall construct seawall bulkhead or rip-rap for the entire length of property adjacent to the Edison Canal as necessary and in conjunction with the requirements of Southern California Edison Company as approved by the Public Works Director.

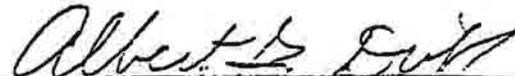
9. The Covenants, Conditions, and Restrictions (CC&R's) shall be consistent with existing CC&R's for Mandalay Bay Tract No. 2026-3.
10. The applicant shall submit evidence that an easement has been obtained from Southern California Edison for boat dock privileges.
11. Developer shall provide a covenant with the City of Oxnard so that property owner shall keep up the maintenance of Parcel B and shall keep said property free and clear of weed and debris.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 3rd day of December, 1987, by the following vote:

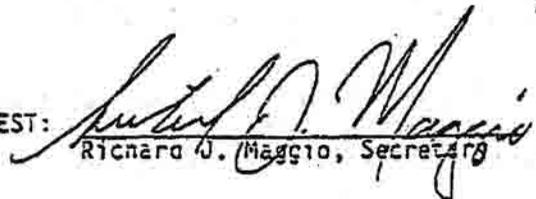
AYES: Commissioners: Elias, Racine, Perez, Flores, Grey, Duff

NOES: Commissioners: None

ABSENT: Commissioners: None

  
Albert G. Duff, Chairman

ATTEST:

  
Richard J. Maggio, Secretary

**Attachment E:**

**Parcel Map No. 84-17**

**OWNER-SUBDIVIDER STATEMENT**

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE SUBDIVIDERS OF THE SECTION 6645 (CH. 1) OF THE SUBDIVISION MAP ACT AND THAT THEY AS SUBDIVIDERS CONSENT TO THE MAKING AND RECORDATION OF SAID MAP.

DANIEL J. VOSS, OWNER-SUBDIVIDER

AUDREY J. VOSS, OWNER-SUBDIVIDER

STATE OF CALIFORNIA )  
COUNTY OF VENTURA ) SS.

ON THIS 10th DAY OF JANUARY IN THE YEAR 1989, BEFORE ME Richard D. Ogan, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DANIEL J. VOSS AND AUDREY J. VOSS, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED IT.

WITNESS MY HAND: Richard D. Ogan  
NOTARY IN AND FOR SAID STATE  
MY COMMISSION EXPIRES February 1, 1992

NAME Cynthia J. Peck  
MY PRINCIPAL PLACE OF BUSINESS IS IN Ventura COUNTY

**SIGNATURE OMISSIONS:**

- 1) THE SIGNATURE OF THE PARTY NAMED HEREINAFTER AS OWNER OF SECTION 6645 (CH. 1) OF THE SUBDIVISION MAP ACT, WHOSE INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A LEGAL TITLE AND SUCH SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.  
SOUTHERN CALIFORNIA EDISON COMPANY  
RECORDED IN BOOK 81, PAGE 100  
VENTURA COUNTY, CALIFORNIA
- 2) THE SIGNATURE OF THE PARTY NAMED HEREINAFTER AS OWNER OF SECTION 6645 (CH. 1) OF THE SUBDIVISION MAP ACT, WHOSE INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A LEGAL TITLE AND SUCH SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.  
THOMAS FRANCIS MOGRATH, ET AL., OWNER OF ALL OIL, GAS, HYDROCARBON SUBSTANCES AND OTHER MINERAL-FISSILE SUBSTANCES BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND OR TO A DEPTH OF EXPLORING FOR THE SURFACE THEREOF FOR THE PURPOSE OF REMOVING SUCH SUBSTANCES, BUT WITH THE RIGHT TO PRODUCE AND TAKE SAID SUBSTANCES BY MEANS OF WELLS LOCATED ON OTHER LAND DIRECTIONALLY DRILLED INTO THE SURFACE OF SAID LAND.

**ENGINEER'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DANIEL J. VOSS, MAP APPLICANT. THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR WILL BE SET IN PLACE) AT THE TIME OF THE RECORDATION OF THIS PARCEL MAP. THAT THIS MAP IS IN CONFORMANCE WITH THE REQUIREMENTS SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE 1/12/89  
D. Rice  
DENNIS J. DANIEL, RICE 21017  
(EXPIRES 9-30-93)



**CITY ENGINEER'S STATEMENT:**

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.

DATED: October 31, 1989.



Timothy Harrison  
TIMOTHY HARRISON, N.C.E. 26598  
CITY ENGINEER  
CITY OF VENTURA  
EXP. DATE (3-31-92)

**CITY TREASURER'S CERTIFICATE**

I, Sally Weaver, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE PARCEL MAP NO. 84-17, AS FILED FOR RECORD, DOES NOT LIEN AGAINST PARCEL MAP NO. 84-17 OR ANY PART THEREOF FOR UNPAID MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OXNARD THIS 21st DAY OF DECEMBER, 1989.

Patricia Becker  
CITY TREASURER  
CITY OF OXNARD

**COUNTY RECORDER'S CERTIFICATE**

FILED THIS 10th DAY OF JANUARY, 1989 AT 9:30 A.M. IN BOOK 81 OF PARCEL MAPS, AT PAGE 107-108, AT THE REQUEST OF

RICHARD D. OGAN  
COUNTY RECORDER

Monica Valenzuela  
DEPUTY COUNTY RECORDER

**CITY COUNCIL CERTIFICATE:**

THIS MAP, ENTITLED "PARCEL MAP NO. 84-17," IS PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD, VENTURA COUNTY, CALIFORNIA, AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE 18th DAY OF DECEMBER, 1989. SAID COUNCIL HEREBY APPROVES SAID MAP.

IN WITNESS WHEREOF, SAID CITY COUNCIL HAS CAUSED THIS INSTRUMENT TO BE FORWARDED TO THE CLERK AND ATTESTED TO BY THE CITY CLERK OF SAID CITY. THE COMMISSION SAID TO BE AFFIXED HERETO THIS 18th DAY OF DECEMBER, 1989.

ATTEST:

Kim Marie Smith  
CITY CLERK OF THE CITY  
OF OXNARD

Neil Johnson  
MAYOR OF THE CITY  
OF OXNARD

**TAX COLLECTOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 6645 AND 66495 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

HAROLD S. PITTMAN  
TAX COLLECTOR  
COUNTY OF VENTURA

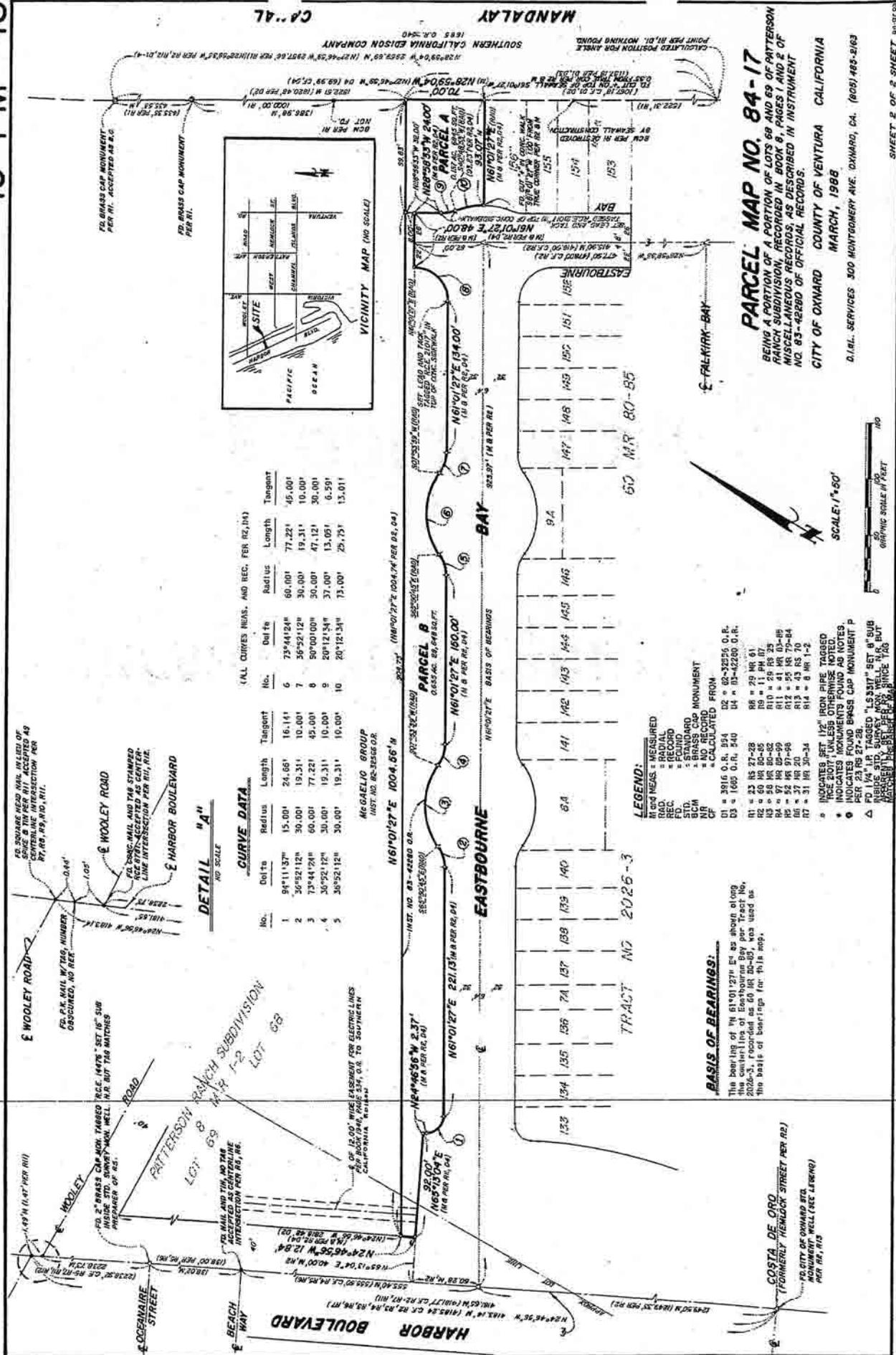
BY: Cynthia M. Lamm  
DEPUTY COUNTY TAX COLLECTOR  
DATE: January 4, 1990

**PARCEL MAP NO. 84-17**

BEING A PORTION OF A PORTION OF LOTS 68 AND 69 OF PATTERSON MARCH SUBDIVISION, RECORDED IN BOOK 8, PAGES 1 AND 2 OF MISCELLANEOUS RECORDS, AS DESCRIBED IN INSTRUMENT NO. 83-12280 OF OFFICIAL RECORDS

CITY OF OXNARD COUNTY OF VENTURA CALIFORNIA  
MARCH, 1988

DRAWN SERVICES 300 MONTGOMERY AVE. OXNARD, CA. (805) 485-2863



**PARCEL MAP NO 84-17**  
 BEING A PORTION OF A PORTION OF LOTS 88 AND 89 OF PATTERSON RANCH SUBDIVISION, RECORDED IN BOOK 6, PAGES 1 AND 2 OF MISCELLANEOUS RECORDS, AS DESCRIBED IN INSTRUMENT NO. 83-4280 OF OFFICIAL RECORDS.  
 CITY OF OXNARD COUNTY OF VENTURA CALIFORNIA  
 MARCH, 1988  
 D.L.L. SERVICES 300 MONTGOMERY AVE. OXNARD, CA. (805) 485-2163

**TRACT NO 2025-3**

**SCALE 1" = 60'**

**SCALE 1/4" = 10'**

**SHEET 2 OF 2 SHEET**

**Attachment F:**

**Original Agreement**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

CITY OF OXNARD  
305 West Third Street  
Oxnard, California 93030

90-012685

Recorded  
Official Records  
County of  
Ventura  
Richard D. Dean  
Recorder

Rec Fee .00  
Total .00

REQUEST RECORDING WITHOUT FEE. RECORD FOR 8:02am 25-Jan-90  
THE BENEFIT OF THE CITY OF OXNARD PURSUANT TO SEC. 6103 OF THE GOVERNMENT CODE.

GG 16

AGREEMENT FOR COMPLETION OF IMPROVEMENTS

This Agreement For Completion Of Improvements is made by and between the City of Oxnard (hereinafter referred to as the "City") and Voss Construction Company, Inc. (hereinafter referred to as the "Developer") pursuant to the provisions of Government Code section 66462, subdivision (a)(1) and Oxnard City Code section 27-45.

WHEREAS, the City owns that certain easement in real property located in the City of Oxnard, County of Ventura, State of California (hereinafter referred to as the "City's Property"), 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.

WHEREAS, the Developer owns that certain real property located in the City of Oxnard, County of Ventura, State of California (hereinafter referred to as the "Property"), described as:

Parcel A as per parcel map filed on JANUARY 10, 1990, in Book 49, Pages 47-48 of Parcel Maps, in the Office of the County Recorder for the County of Ventura, State of California.

WHEREAS, by Resolution No. 9341, passed and adopted on December 22, 1987, attached hereto and incorporated herein by this reference, the City Council of the City of Oxnard approved a tentative parcel map for the Property, subject to the Developer satisfying those conditions specified in Resolution No. 7119 of the Planning Commission of the City of Oxnard, passed and adopted on December 7, 1987, attached hereto and incorporated herein by this reference, prior to approval of a final parcel map for the Property; and

WHEREAS, the City's Property, which consists of an easement in the Edison Canal, is contiguous to the Property, which abuts the Edison Canal, and along the edge of which the Developer is to construct the seawall bulkhead or rip-rap pursuant to Condition No. 8 of Resolution No. 7119; and

WHEREAS, the City and the Developer wish to allow the Developer to comply with Condition No. 8 of Resolution No. 7119 after a final map is approved and before building permits are issued;

NOW, THEREFORE, THE CITY AND THE DEVELOPER AGREE AS FOLLOWS:

1. The City shall waive the Developer's compliance with Condition No. 8 of Resolution No. 7119 as a pre-condition of approval of the final parcel map for the subdivision for which Tentative Parcel Map No. 84-17 was approved, on the terms and conditions hereinafter stated.

2. The Developer shall comply with Condition No. 8 of Resolution No. 7119 before commencing construction of any other structural improvements on the Property. The City shall issue no building permits for the Property other than those building permits required for construction of the seawall referred to in Condition No. 8 until the construction required

by Condition No. 8 is completed by the Developer and approved in writing by the Public Works Director.

3. The Developer shall not sell or lease all or any part of the Property prior to receiving the written approval of the Public Works Director of the construction required by Condition No. 8 of Resolution No. 7119.

4. The Developer shall guarantee its performance of the duties of this Agreement by providing to the City a security, specified in section 66499 of the Government Code, of a type and in a form approved by the City, in an amount of not less than \$13,200.00

5. Within ten days of the execution of this Agreement, the City shall present the Agreement to the Ventura County Recorder for recordation in the Official Records of the County of Ventura.

6. Condition No. 8 of Resolution No. 7119 and the Developer's agreement to construct a seawall bulkhead or rip-rap on the Property contiguous to the City's Property is for the benefit of both the City's Property and the Property and runs with both the Property and the City's Property and shall be binding on the Developer and each owner succeeding the Developer, during his or her ownership of any portion of the Property, and upon each person having an interest therein derived through any owner thereof, for the benefit of the City's Property. However, the Developer and the City agree that if such agreement is held by a court to be unenforceable as a covenant running with the City's Property and the Property, the City and the Developer intend that such agreement be enforceable as an equitable servitude binding on the Developer and any and all of its successors in interest to the Property.

7. Should any litigation concerning this Agreement be commenced between the parties hereto, or their respective grantees or assigns, the prevailing party shall be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees and court costs, which amounts shall be determined by the court in such litigation or in any separate action brought for that purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on December 19, 1989

ATTEST:

CITY OF OXNARD

*Kim Marie Smith*  
\_\_\_\_\_  
for MABI PLISKY  
City Clerk

By: *Naoh Takasugi*  
\_\_\_\_\_  
NAO TAKASUGI  
Mayor

APPROVED AS TO FORM:

*Paula Kimbrell for*  
\_\_\_\_\_  
GARY GILLIG  
City Attorney

VOSS CONSTRUCTION COMPANY, INC.

By: *[Signature]*  
\_\_\_\_\_  
DANIEL J. VOSS  
President

**Attachment G:**  
**Notice of Exemption**



## NOTICE OF EXEMPTION

**Project Description:** A request to modify an approved Parcel Map (No. 84-17) by removing two conditions from Planning Commission Resolution No. 7119. These conditions require the construction of a sidewalk along the northern right-of-way of Eastbourne Bay (Parcel B) and an 11-foot section of a seawall bulkhead on a vacant lot adjacent to the Reliant Energy Canal (Parcel A). Parcel A is located at the eastern terminus of Eastbourne Bay and is addressed as 4490 Eastbourne Bay. Parcel B runs the length of the northern side of Eastbourne Bay. The request includes renegotiating a legal agreement that must be approved by the City Council. Filed by Dan Voss, 4254 Harbor Island Lane, Oxnard, CA 93035.

**Finding:** The Planning Division of the Development Services Department of the City of Oxnard has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- Ministerial Project
- Categorical Exemption
- Statutory Exemption
- Emergency Project
- Quick Disapproval [CEQA Guidelines, 14 Cal. Code of Regs. 15270]
- No Possibility of Significant Effect [CEQA Guidelines, 14 Cal. Code of Regs. 15061(b)(3)]

**Supporting Reasons:** In accordance with Sections 15301, 15303, & 15305 of the California Environmental Quality Act (CEQA) Guidelines, projects involving “Existing Facilities”, “New Construction or Conversion of Small Structures”, and “Minor Alterations in Land Use Limitation” may be found to be exempt from the requirements of CEQA. Approval of this project would result in the installation of a curb and gutter within an existing right-of-way along the northern side of the Eastbourne Bay and the removal of a development restriction on the subject property that would result in the development of a single-family residence. Improvements to existing streets are specifically exempt by Section 15301, the removal of the development restriction is exempt by Section 15305, and the development of a single-family residence is exempt by Section 15303. Therefore, staff has determined that there is no substantial evidence that the project may have a significant effect on the environment and recommends that Planning Commission accept the Notice of Exemption

(Date)

Susan L. Martin, AICP  
Planning Division Manager

# Attachment H: New Agreement

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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 Construction Company Inc., 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 Construction Company Inc., 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 has not been complied with.
- I. By Resolution No. \_\_\_\_\_ passed and adopted on \_\_\_\_\_, 2008, attached and incorporated by reference, the City Council of the City of Oxnard approved a modification of the conditions of the Final Map, permitting the issuance of building permits for Parcel A.
- 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 Eastborne 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 June \_\_\_\_ 2008, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, Mayor of the City of Oxnard, 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 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

STATE OF CALIFORNIA )

ss.

COUNTY OF VENTURA )

On June \_\_\_\_ 2008, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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 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

STATE OF CALIFORNIA )

ss.

COUNTY OF VENTURA )

On June \_\_\_\_ 2008, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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 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

STATE OF CALIFORNIA )

ss.

COUNTY OF VENTURA )

On June \_\_\_\_ 2008, before me, \_\_\_\_\_, a Notary Public, personally appeared DANIEL J. VOSS, SR., 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 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

STATE OF CALIFORNIA )

ss.

COUNTY OF VENTURA )

On June \_\_\_\_ 2008, before me, \_\_\_\_\_, a Notary Public, personally appeared AUDRY J. VOSS, 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 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

# Attachment I:

# Resolution

RESOLUTION NO. 2008 – [PZ 07-550-01]

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

NOES: Commissioners

ABSENT: Commissioners

---

Michael Sanchez, Chairman

ATTEST: \_\_\_\_\_  
Susan L. Martin, Secretary