

¹**AGENDA**
OCEANSIDE DEVELOPER'S CONFERENCE

Tuesday, November 29th, 2016, 8:30 a.m.
City Hall South, 1st Floor, Guajome Room

1. 8:30 - 9:30 a.m. Requested clarification of the Deferred Improvement Agreement for PM 21293 and discussion of a proposed boundary adjustment and/or 2 lot subdivision of Parcel 3- property located at 1763 Yucca Rd.

Zoning: RE-B (Residential Estate B)
Land Use: Estate B Residential
Neighborhood Area: Fire Mountain
Assessor Parcel Number: 165-020-61 & -62
Contact Person: Doug Logan
Tel.: (760) 510-3152
Email: doug@rcesd.com

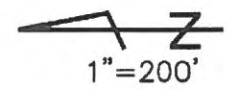
2. 9:30 - 10:30 a.m. Proposed 3 lot residential subdivision of an approximately 7.97 acre lot between Sleeping Indian Rd and Grove View Rd. (Morro Hills)

Zoning: Agricultural
Land Use: Agricultural
Neighborhood Area: Morro Hills
Assessor Parcel Number: 122-310-11
Contact Person: Joe Werner
Tel.: (949) 426-3832
Email: jwerner@nvisiondev.net

Attachments:

1. Parcel Map
2. Project Description Letter
3. Conceptual Site Plans
4. Vicinity/Regional Maps

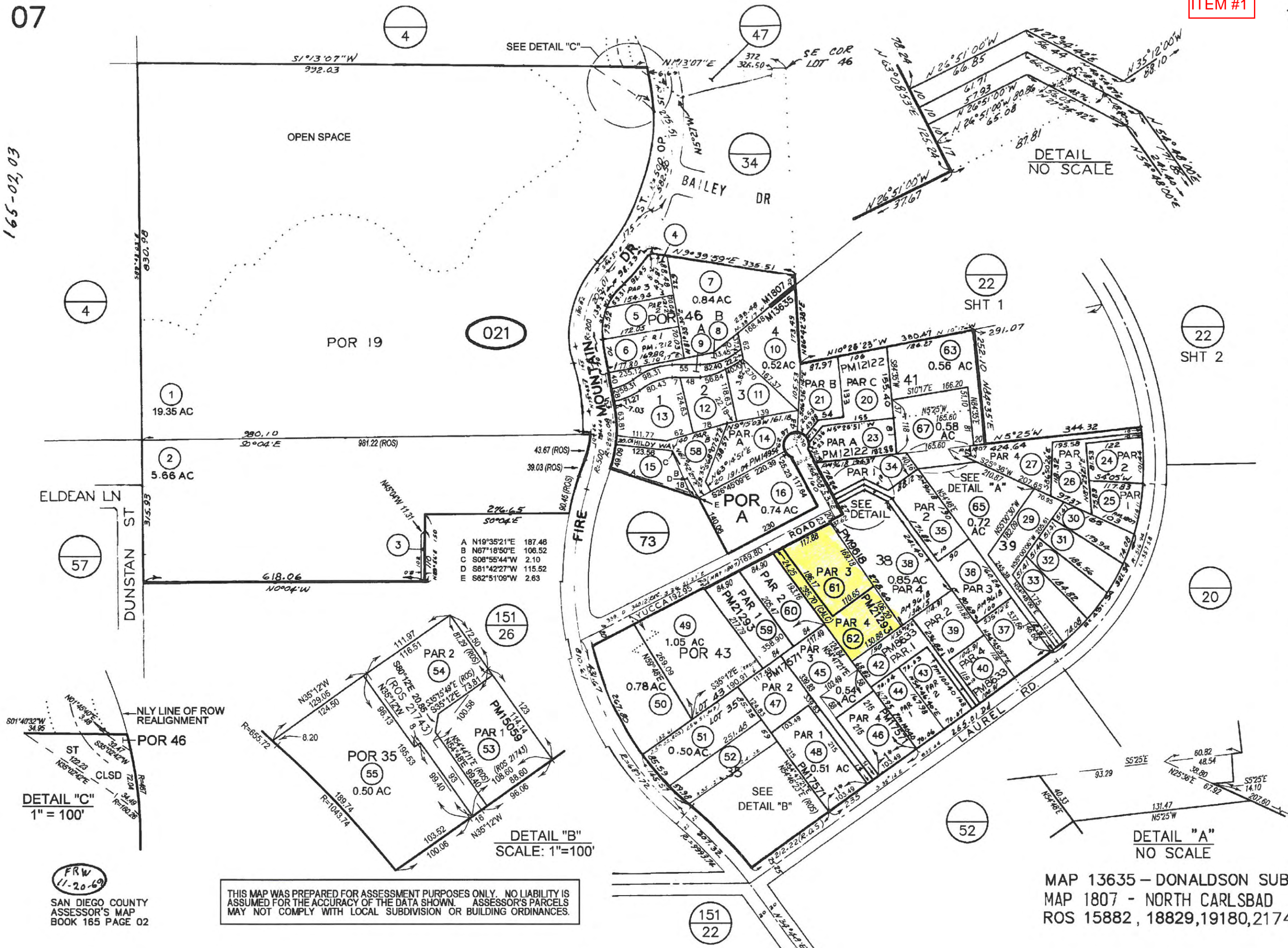
¹ *The Developer's Conference provides an informal forum for prospective applicants to receive preliminary input from City staff on conceptual plans that may or may not ultimately evolve into formal application submittals. These conferences do not constitute public meetings; consequently, conference attendance by the public is at the discretion of the prospective applicant. Interested parties may contact the prospective applicant, whose contact information is included on the conference agenda. Questions and comments can also be addressed to Planning Division staff.*



165-02, 03

02/10/2016 JGD

CHANGES				
BLK	OLD	NEW	YR	CUT
020	22	32&33	70	3478
	28	34&50	70	6175
	1, 12	AC ONLY	72	5566
	34	PG. 4	73	1302
	18	35-36	73	2456
	11	37&ND	73	6501
	37	38-40	73	989
	35	41, 42	74	3133
	17	43-46	74	3134
	36	47-50	74	3398
	4	AC ONLY	78	5532
	33	51-54	80	1027
	19&20	55-58	80	2389
	53	59&60	81	1413
	14	61-63	83	2510
	9	64-67	88	1600
	2	68&69	88	1609
	15&16	70&71	88	2283
	25&26	72-75	96	1627
	67	78-81	99	100
	46	82&83	99	1789
	70&83	84	99	1868
	84	85&86	00	1402
	85&86	87	00	1731
	5	88&89	05	1731
	21&89	90	05	2182
	1, 88&89	91-93	06	1048
	75	94&95	06	2146
	74&95	96	07	1513
	66	97&98	07	1315
021	-020- VARIOUS	1-57	07	10007
	56&57	58	07	1547
	17&18	PG 73	08	55
	1	SAME & OP SP	09	5599
	1	SAME & ST CLSD	10	5599
	41	59-62	16	1392
	19&28	63-66	16	1492
	22, 64 & 66	67	16	1570



DETAIL "C"
1" = 100'

DETAIL "B"
SCALE: 1"=100'

DETAIL "A"
NO SCALE

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

MAP 13635 - DONALDSON SUBDIVISION
 MAP 1807 - NORTH CARLSBAD
 ROS 15882, 18829, 19180, 21743

FRW
11-20-69
SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 165 PAGE 02

1* NO ACCESS

RANCHO COASTAL ENGINEERING

Single Source Development Consultant

November 1, 2016

City of Oceanside
Development Services

**RE: DEVELOPER'S CONFERENCE – DENMARK CONSTRUCTION
PARCELS 3 & 4, PM 21293 – 1763 YUCCA ROAD
A.P.N.s 165-020-61 & 62**

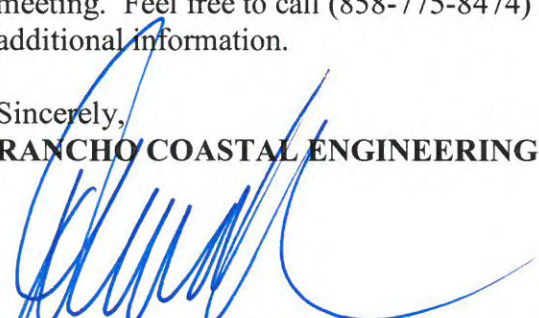
Please schedule a Developer's Conference for November 29, 2016 at 8:30am. The subject parcels were created via Parcel Map 21293 and recently purchased by Mike Moore of Denmark Construction. The owner is looking to develop a SFR on Parcel 4 immediately and future developments over Parcel 3. The purpose of the meeting and order of importance are as follows:

- **The owner would like to process grading and building plans for Parcel 4 and begin construction of a Single Family Residence ASAP, prior to the improvements being installed along Yucca Road. We would like input from Engineering and/or Planning regarding this matter and clear interpretation of the "Deferred Improvement Agreement" that was part of the Parcel Map (copy included).**
- **Subsequent to the approval and/or concurrent with the grading and building plans for Parcel 4, the owner would like to process either a Boundary Adjustment and/or a Two Parcel TPM over Parcel 3.**
- **Processing time and fees for the above items and any other potential issues and/or requirements.**

These are the main topics we would like to discuss, but others may come up during the meeting. Feel free to call (858-775-8474) or email with questions or if you need any additional information.

Sincerely,

RANCHO COASTAL ENGINEERING & SURVEYING, INC.



Douglas E. Logan, R.C.E. 39726
Principal

Planning • Civil • Survey • Structural

Rancho Coastal Engineering and Surveying, Inc.

Mailing Address: 310 S. Twin Oaks Valley Rd., #107-297, San Marcos, CA 92078

Physical Address: 310 Via Vera Cruz, #205, San Marcos, CA 92078

Phone (760) 510-3152 / Fax: (760) 510-3153 / www.rcesd.com

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

City Clerk
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Yucca Rd
PM 21293

APN: 165-021-41

SPACE ABOVE FOR RECORDER'S USE ONLY
City Document No.

CITY OF OCEANSIDE
DEFERRED IMPROVEMENT AGREEMENT

(Project File No: P14-00005)

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Todd Mitchell Nash and Nicole Borchard Nash, husband and wife as community property with right of survivorship, hereinafter designated as "PROPERTY OWNER".

RECITALS

A. The CITY OF OCEANSIDE has conditionally approved a Parcel Map, hereinafter referred to as "THE MAP", for the development project described as 1763 YUCCA ROAD SUBDIVISION T.P.M. P14-00005, and such map was filed as Map Number _____ in the Office of the County Recorder of San Diego County on _____ as File No. _____.

B. In conjunction with the approval of the aforementioned Parcel Map, PROPERTY OWNER is required and has agreed to complete the improvements required by the conditions of approval and/or designated on THE MAP.

C. Pursuant to Government Code Section 66411.1, the PROPERTY OWNER has requested that construction of certain improvements be deferred until such time that a permit or other development approval for the parcel except for Parcel 3, as allowed by the resolution, is issued by the CITY.

D. The CITY has determined it to be in the public interest to agree to postpone the construction of said improvements.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Construction of the following improvements may be deferred, in addition to other improvements shown on Tentative Parcel Map (T.P.M.) P14-00005 and/or referenced in Planning Commission Resolution No. 2014-P14:

- a) Install AC berms, as shown on T.P.M. P14-00005.
 - b) Install one new water meter, as shown on T.P.M. P14-00005.
 - c) Relocate two existing water meters, as shown on T.P.M. P14-00005.
 - d) Remove and replace existing street pavement on Yucca Road with 3" AC over 6" Class II AB, half street width plus 12 feet along the property frontage, as shown on T.P.M. P14-00005.
 - e) Yucca Road shall be improved with curbs and gutters, per Condition 19.
 - f) Streetlights shall be maintained and installed on all public streets per City Standards. The system shall provide uniform lighting, and be secured prior to occupancy. The developer shall pay all applicable fees, energy charges, and/or assessments associated with City owned (LS-2 rate schedule) streetlights and shall also agree to the formulation of, or the annexation to, any appropriate street lighting district, per Condition 21.
 - g) Remove and replace existing 6-inch AC waterline with 8-inch PVC waterline in Yucca Road; approximately 230 feet. Replace any 6-inch valves with new 8-inch line valves at connection points per Water, Sewer, and Reclaimed Water Design and Construction Manual and replace fire hydrant connections, if connections are on 6-inch waterline, per Condition 78.
 - h) The existing 6-inch sewer line shall be slip-lined from the point of connection at manhole to the nearest downstream sewer manhole in Sewer Easement Document No. 229045; approximately 260 feet, per Condition 79.
 - i) Prior to approval of the grading plans, the developer shall contract with a geotechnical engineering firm to perform a field investigation of the existing pavement on Yucca Road adjacent to the project boundary. The limits of the study shall be half-street plus 12 feet along the project's frontage. The field investigation shall include a minimum of one pavement boring per every 50 linear feet of street frontage. Should the existing AC thickness be determined to be less than three inches or without underlying Class II base material, the developer shall remove and reconstruct the pavement section as determined by the pavement analysis submittal process detailed in Item No. 23 of the Resolution, per Condition 22.
 - j) Upon review of the pavement investigation, the City Engineer shall determine whether the developer shall: 1) Repair all failed pavement sections, header cut and grind per the direction of the City Engineer, and construct a two-inch thick rubberized AC overlay; or 2) Perform R-value testing and submit a study that determines if the existing pavement meets current City standards/traffic indices. Should the study conclude that the pavement does not meet current requirements, rehabilitation/mitigation recommendations shall be provided in a pavement analysis report, and the developer shall reconstruct the pavement per these recommendations, subject to approval by the City Engineer, per Condition 23.
 - k) Pavement sections for all streets, driveways and parking areas shall be based upon approved soil tests and traffic indices. The pavement design is to be prepared by the developer's soil engineer and must be approved by the City Engineer, prior to paving, per Condition 25.
- A) Until such time that a permit or other development approval for Parcels 1, 2 or 4 created by the Map, whichever is first is issued by the CITY; or

- B) Until such time that the CITY, in its sole discretion, determines that fulfillment of the construction requirements is necessary for either of the following reasons:
- 1) The public health and safety; or
 - 2) The required construction is a necessary prerequisite to the orderly development of the surrounding area.

2. If the requirement to construct the improvements is triggered by option A, then upon the CITY's issuance of a permit or other development approval, the PROPERTY OWNER shall commence and complete construction of the above-listed improvements prior to or in conjunction with any implementation of said permit or development approval. Failure to complete the improvements to the satisfaction of the City Engineer shall constitute grounds for revocation of the permit or development approval, and shall constitute a breach of this agreement.

3. If the requirement to construct the improvements is triggered by option B, then CITY shall notify the PROPERTY OWNER in writing at the address listed in #14 below. Upon receipt of such notice, PROPERTY OWNER agrees to cause construction of said improvements in accordance with a schedule approved by the CITY. Within thirty (30) days of receipt of such notice, the PROPERTY OWNER shall submit a proposed construction schedule for the CITY's review. Failure to submit a construction schedule within thirty (30) days after receipt of notice or failure to complete the improvements in accordance with the approved construction schedule shall constitute a default by the PROPERTY OWNER. PROPERTY OWNER shall submit all requests for extensions of time for performance in writing to the City Engineer prior to the date on which performance is due. The City Engineer may grant reasonable time extensions for unforeseeable delays, which are beyond PROPERTY OWNER's control.

4. All costs associated with construction of the improvements shall be borne by PROPERTY OWNER.

5. In the event that the PROPERTY OWNER has entered into a secured agreement for completion of the improvements to be deferred, this agreement shall serve to modify only those terms of the agreement, which establish deadlines for the completion of the designated improvements. Unless expressly stated, all other terms and obligations of any such secured agreement shall remain in full force and effect. Any and all securities posted to secure completion of said improvements shall remain in full force and effect for the duration of this agreement.

6. This agreement shall be recorded with the County Recorder of San Diego County at the sole expense of PROPERTY OWNER and shall constitute notice to all successors and assigns of PROPERTY OWNER or title to the real property of the obligations set forth in this agreement.

7. In the event of a default by PROPERTY OWNER, the CITY is authorized to cause construction of the improvements and charge the costs to the PROPERTY OWNER. Additionally, any costs incurred by the CITY as a result of PROPERTY OWNER's default shall constitute a lien against the property.

8. PROPERTY OWNER shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the PROPERTY OWNER or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except only for those claims arising from the negligence or willful conduct of the CITY, its officers, agents, or employees. PROPERTY OWNER's indemnification shall include any and all costs, expenses, attorneys' fees and

liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, PROPERTY OWNER at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees. In the event of litigation occasioned by any default of the PROPERTY OWNER, the PROPERTY OWNER shall agree to pay all costs involved, including reasonable attorney's fees.

9. The term "PROPERTY OWNER" shall include, respectively, not only the present owner of the real property but also heirs, successors, executors, administrators and assigns thereof, it being the intent of the parties that the obligations undertaken shall run with the real property.

10. This Agreement shall not relieve the PROPERTY OWNER from any other specific requirements of the Subdivision Map Act, the Subdivision Ordinance, or any federal, state, or local laws. The construction of deferred improvements shall conform to all applicable laws, rules, and regulations in effect at the time of construction.

11. CITY and PROPERTY OWNER expressly intend and agree that this agreement is for the deferral of improvements only, and shall in no manner be construed to constitute development approval.

12. This Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by the parties hereto.

13. This Agreement comprises the entire integrated understanding between CITY and PROPERTY OWNER concerning the deferral of improvements work to be performed and supersedes all prior negotiations, representations, or agreements.

14. NOTICES. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

TO PROPERTY OWNER:

Todd Nash
2730 Fernglen Road
Carlsbad, CA 92008

Either party may change its address by giving notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

15. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the PROPERTY OWNER and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors,

administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this agreement to be executed by setting hereunto their signatures this _____ day of _____, 20.

PROPERTY OWNER:

TODD MITCHELL NASH AND NICOLE BORCHARD NASH, HUSBAND AND WIFE AS
COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP, AS OWNER:

TODD MITCHELL NASH, OWNER

NICOLE BORCHARD NASH, OWNER

NOTARY ACKNOWLEDGEMENTS OF PROPERTY OWNER MUST BE ATTACHED.

CITY OF OCEANSIDE

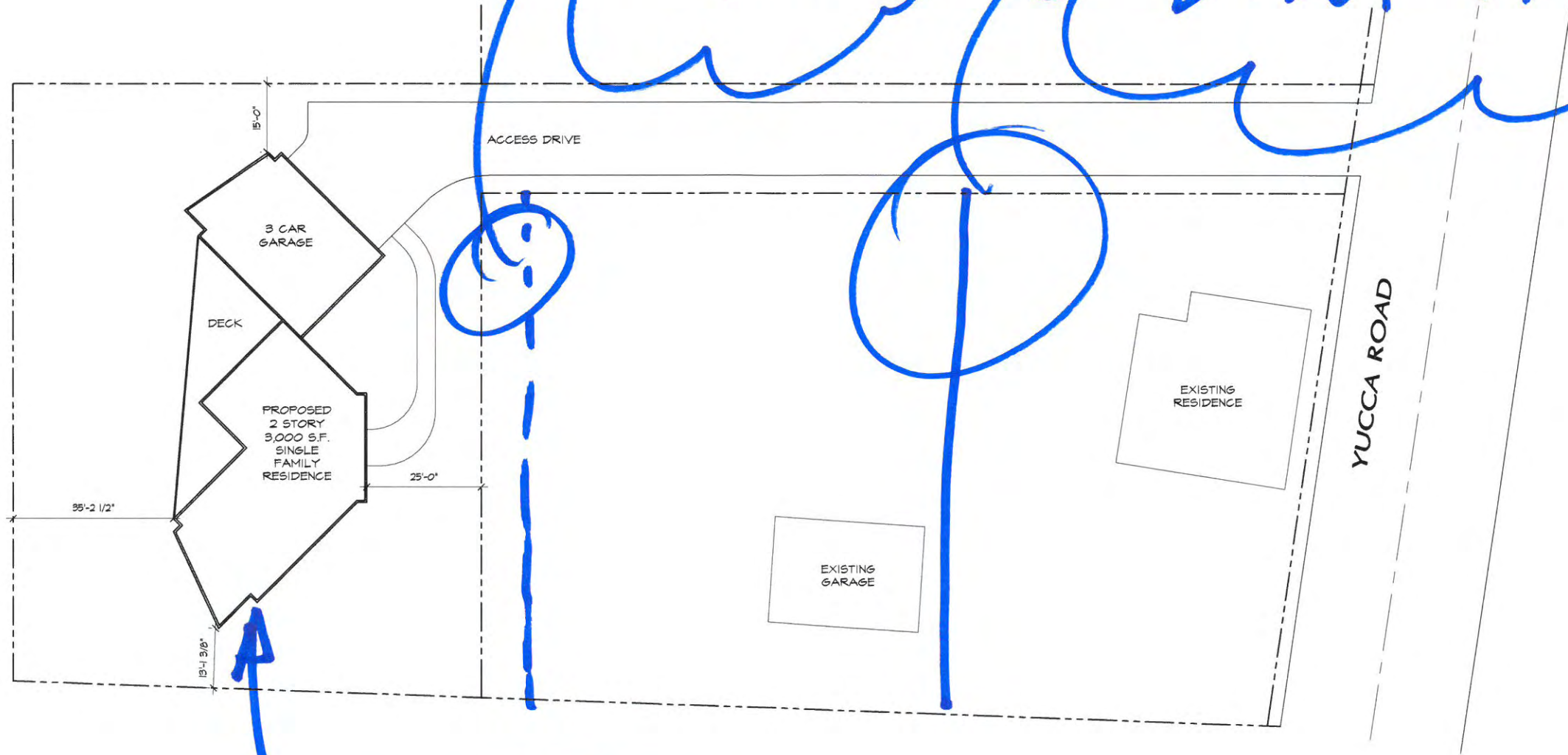
By: _____
City Engineer

Approved as to Form:

City Attorney

Potential
B/A

Potential
Z-Lot TRM

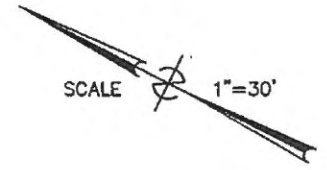
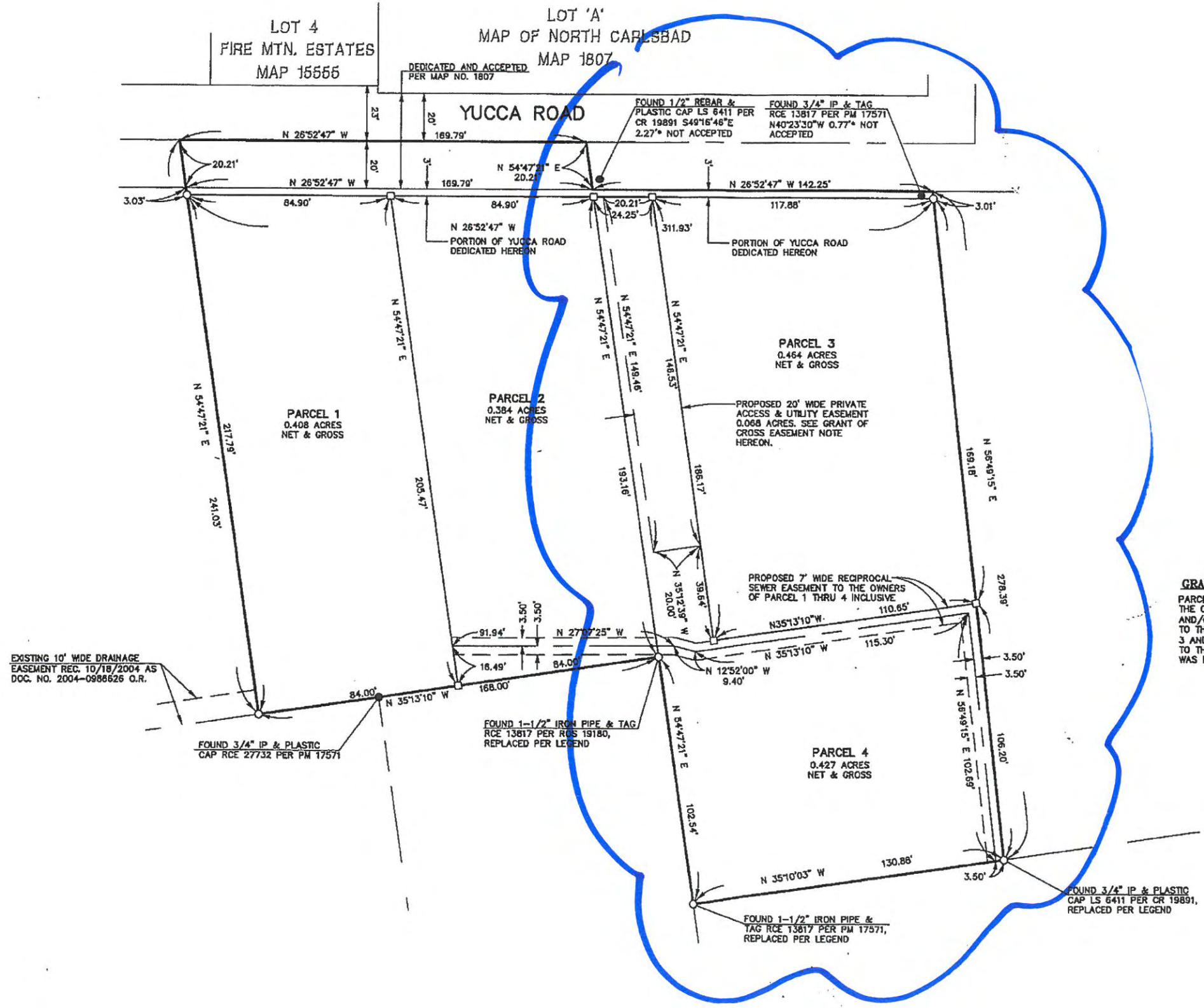


Proposed
SFRZ - Parcel 4

PARCEL MAP 21293

TAYLOR SUBDIVISION CITY OF OCEANSIDE, COUNTY OF SAN DIEGO STATE OF CALIFORNIA

SHEET 3 OF 3 SHEETS
T.P.M. NO. P14-00005
NO. OF PARCELS: 4
AREA: 1.783 ACRES GROSS



GRANT OF CROSS EASEMENT NOTE

PARCEL 3 AND PARCEL 4 HEREIN ARE SUBJECT TO CONDITIONS SUBSEQUENT THAT THE OWNER SHALL, PRIOR TO OR CONCURRENT WITH THE CONVEYANCE OF PARCEL 3 AND/OR PARCEL 4 HEREIN, GRANT A CROSS EASEMENT FOR INGRESS AND EGRESS TO THE GRANTEE OF SUCH PARCEL AND THAT THE OWNER AND GRANTEE OF PARCEL 3 AND/OR PARCEL 4 HEREIN SHALL SIGN A JOINT MAINTENANCE AGREEMENT PRIOR TO THE CONVEYANCE OF SAID PARCEL. A COVENANT TO EFFECTUATE THIS CONDITION WAS RECORDED IN DOCUMENT NO. _____ RECORDED ON _____



1763 Yucca Rd

SITE

Google Earth

© 2016 Google

Google Earth

feet
meters







RESIDENCES AT INDIAN GROVE

INDIAN GROVE LLC

October 10, 2016

**PROPOSED 3-LOT SPLIT OF PARCEL 2 OF PARCEL MAP 6415
(APN 122-310-11) - Approximately 7.97 acres**
SLEEPING INDIAN RD. OCEANSIDE, CA 92057

The Residences at Indian Grove project consists of three executive country homes ranging from 3,630 to 4,775 SF, located on a minimum of 2.5 acres each.

Two homes will be single-level modern/ranch style, and one home will be two-story Spanish style. Each home will provide a country living experience with 3-car garage and extensive outdoor amenities.

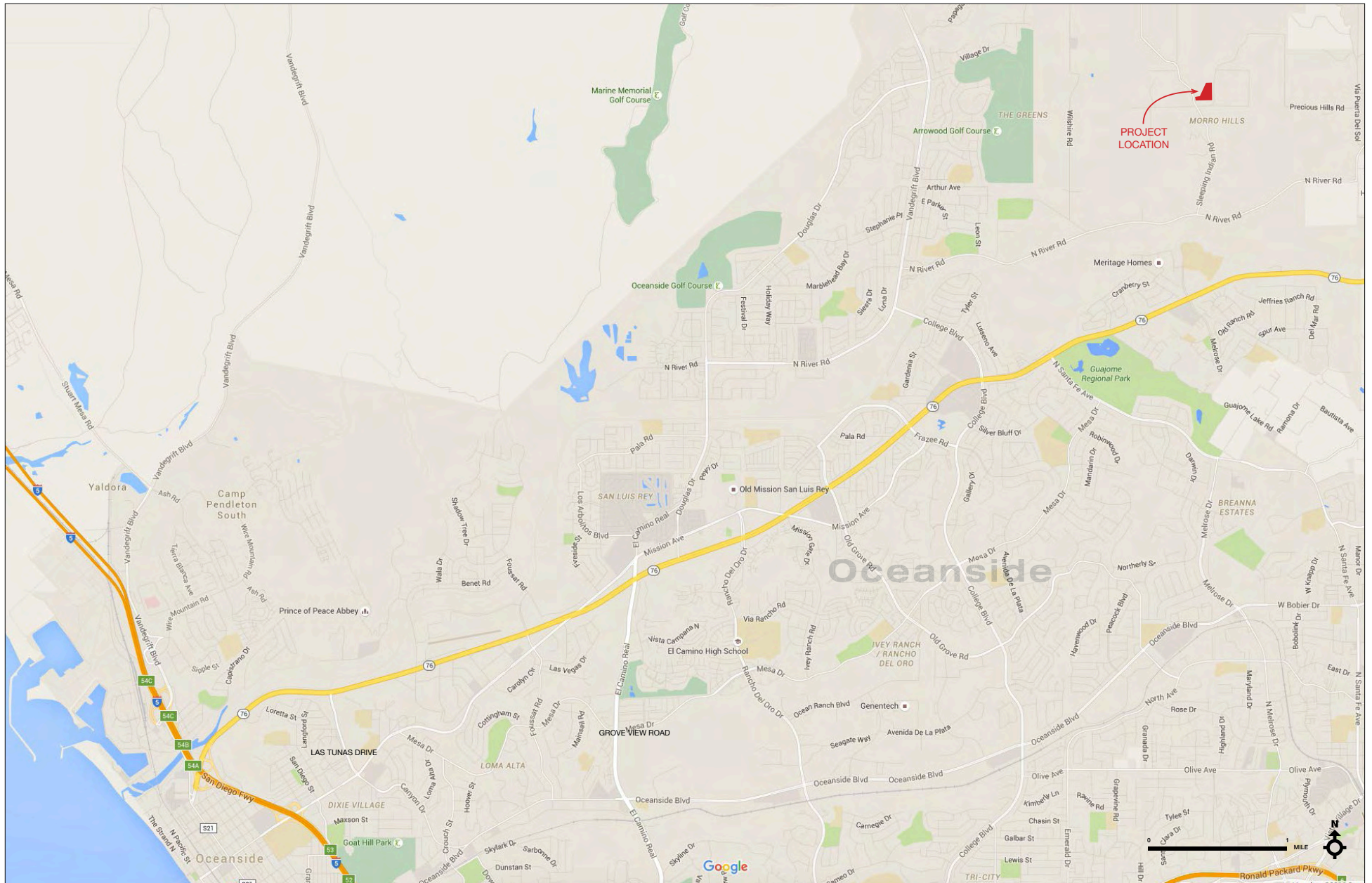
The design of the homes will follow the Principles of Sustainability, will be solar-ready, and will utilize reclaimed rainwater for irrigation.

OWNER:

Mr. Andre Ting

DEVELOPER/ARCHITECT:

nVision Development, Inc.
1401 N El Camino Real, Suite 207
San Clemente, CA 92672
Tel. 949-426-3832

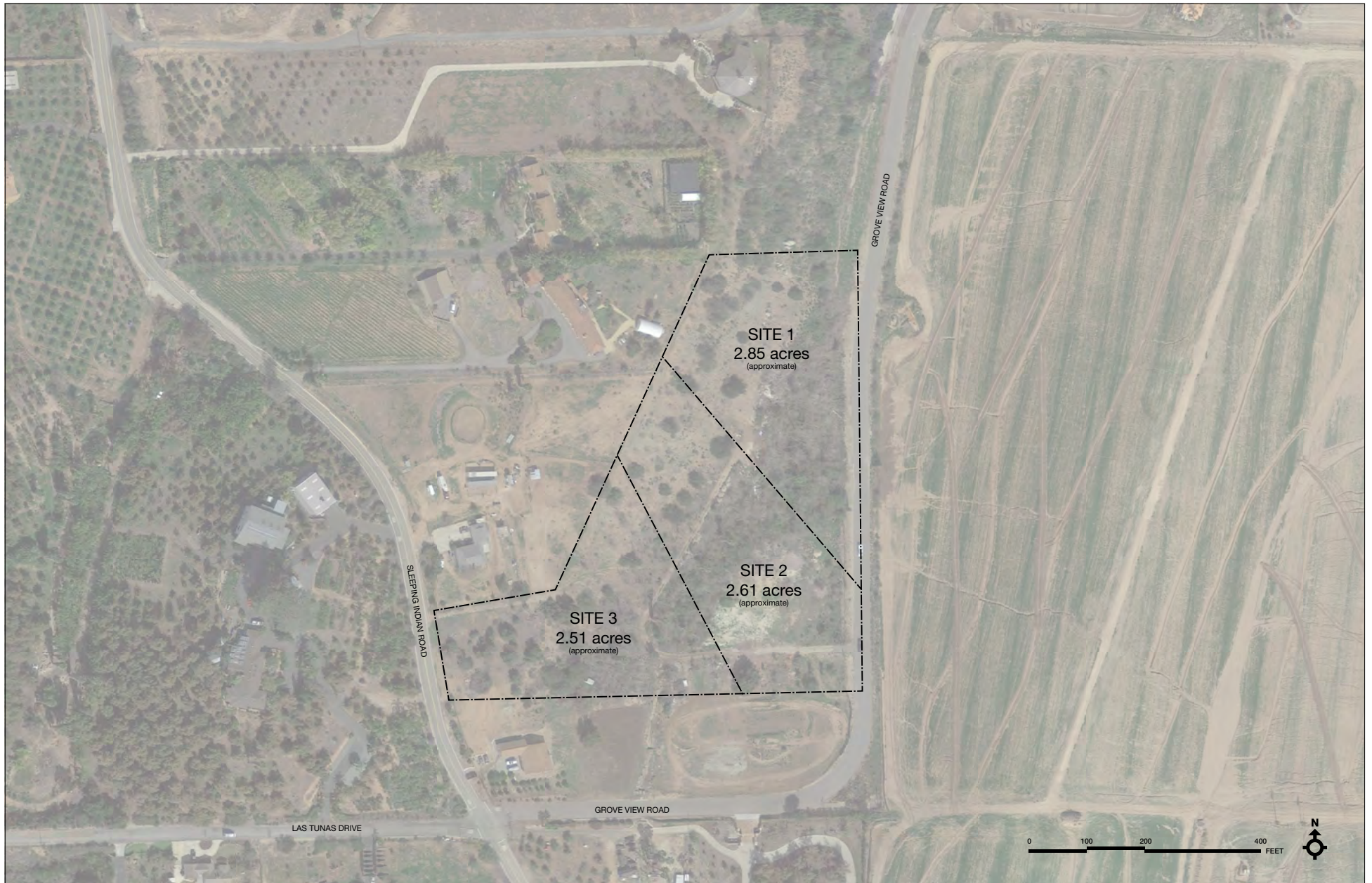


PROPOSED 3-LOT SPLIT OF PARCEL 2 OF PARCEL MAP 6415 (APN 122-310-11) - Approximately 7.97 acres

SLEEPING INDIAN RD.
 OCEANSIDE, CA 92057

REGIONAL MAP

nVision Development, Inc.
 1401 N El Camino Real, Suite 207
 San Clemente, CA 92672



PROPOSED 3-LOT SPLIT OF PARCEL 2 OF PARCEL MAP 6415 (APN 122-310-11) - Approximately 7.97 acres

VICINITY MAP

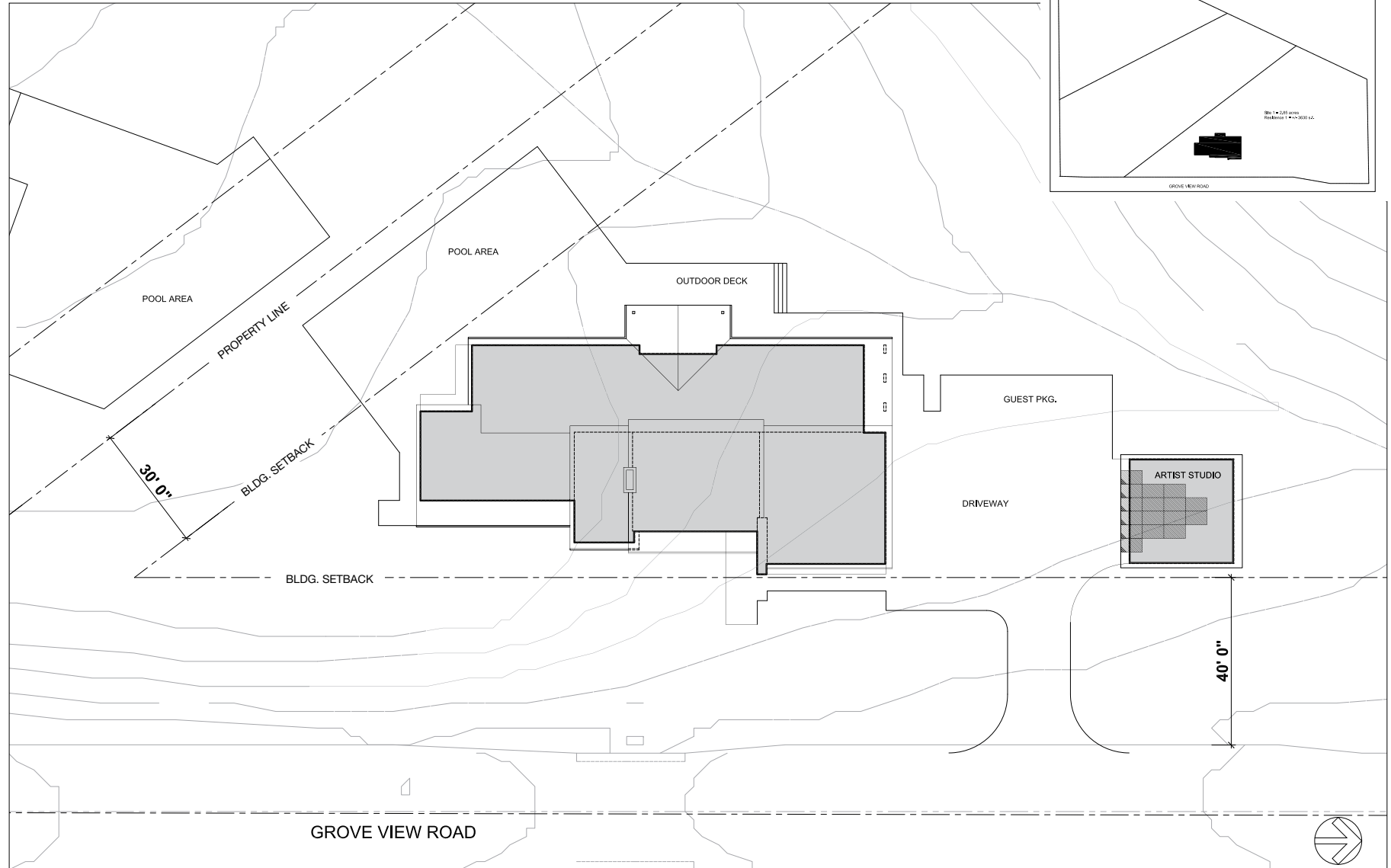
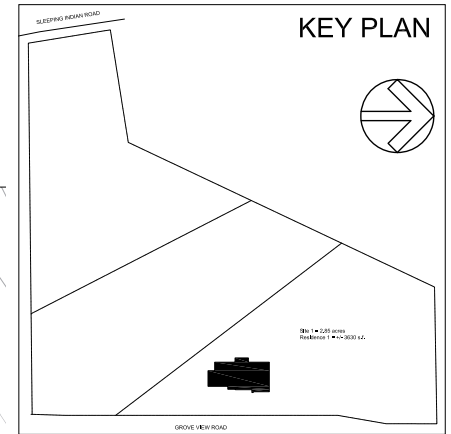
SLEEPING INDIAN RD.
OCEANSIDE, CA 92057

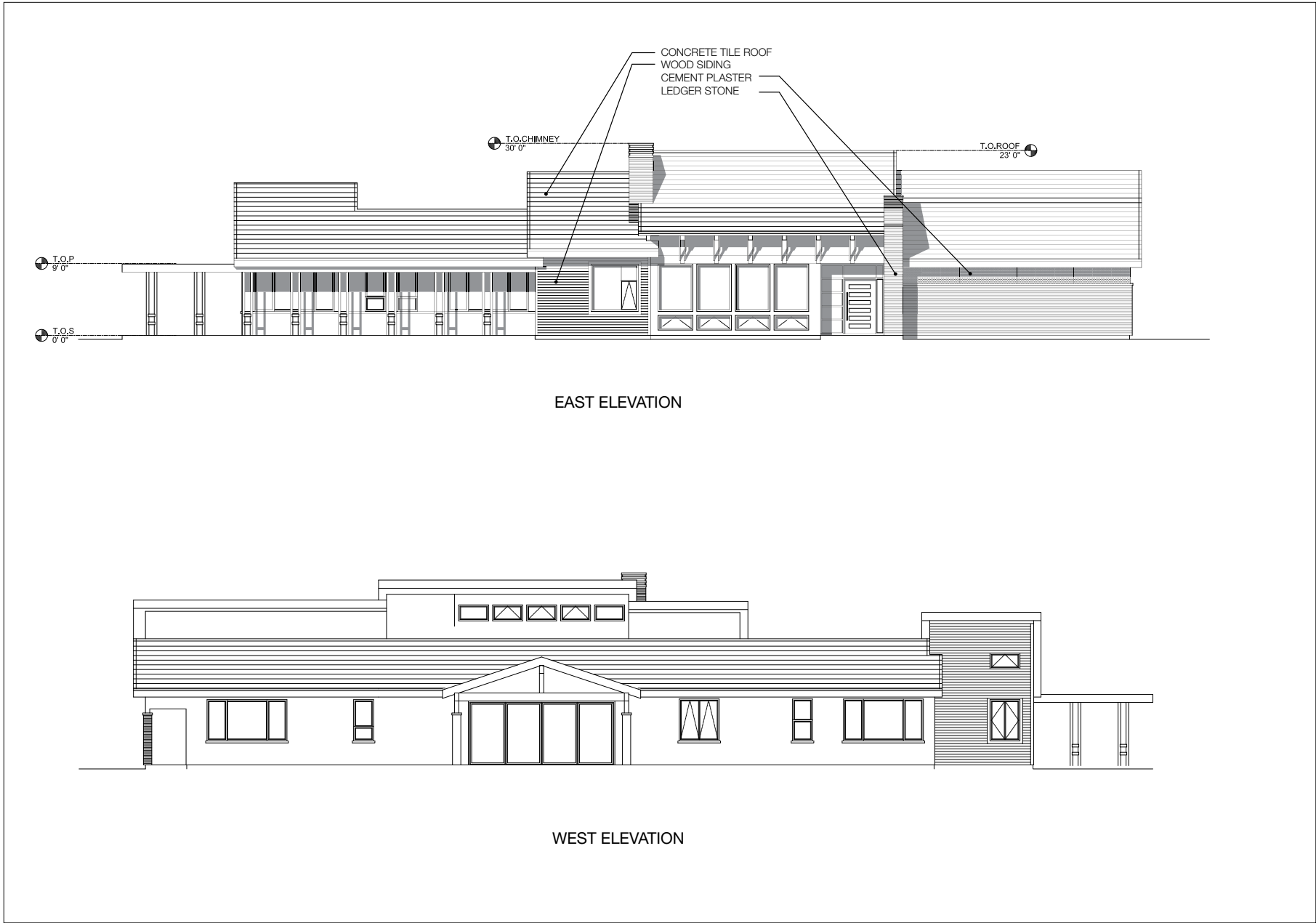
nVision Development, Inc.
1401 N El Camino Real, Suite 207
San Clemente, CA 92672

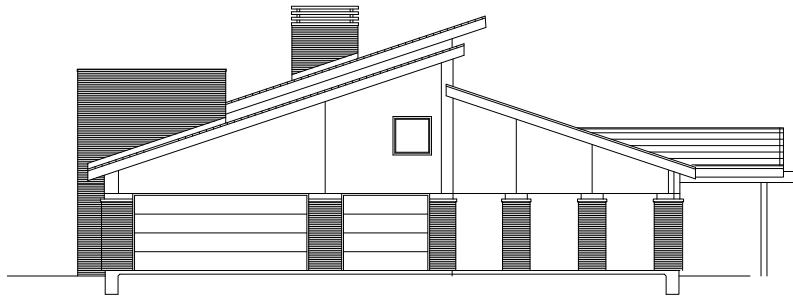
SITE 1 / RESIDENCE 1

Lot size: 2.5+ acres

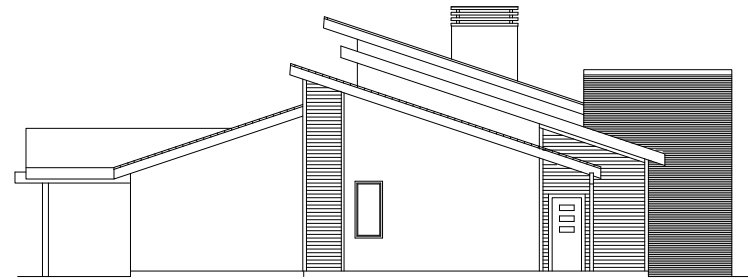
House: 3,630 s.f. (+ 650 s.f. Artist Studio)



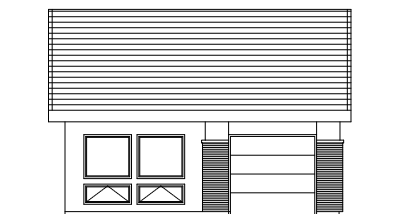




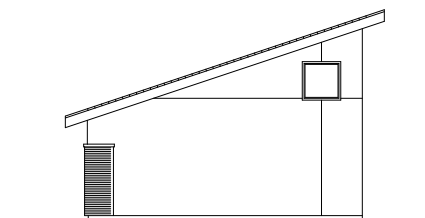
NORTH ELEVATION



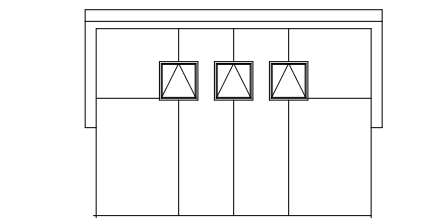
SOUTH ELEVATION



SOUTH ELEVATION



EAST/WEST ELEVATION



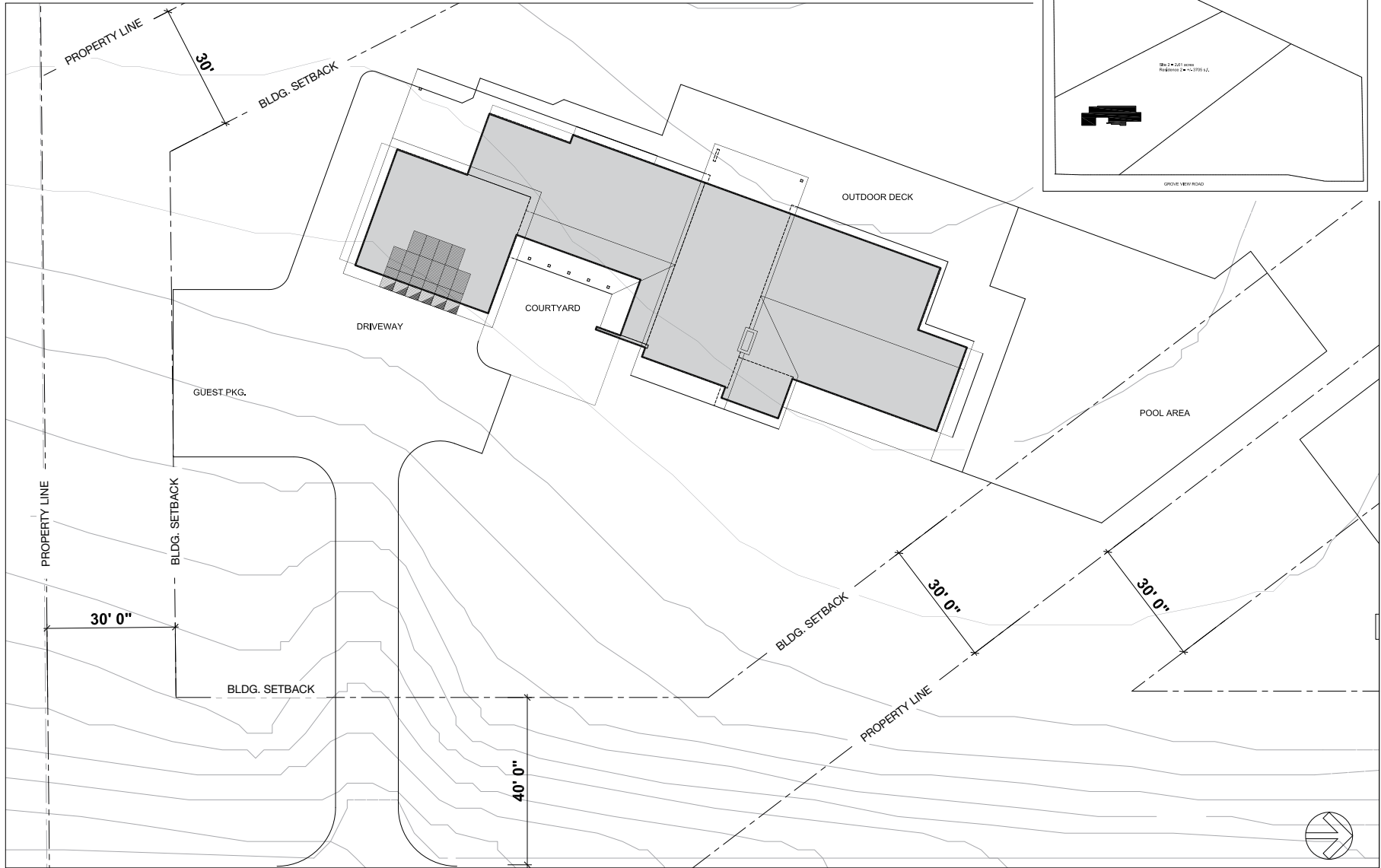
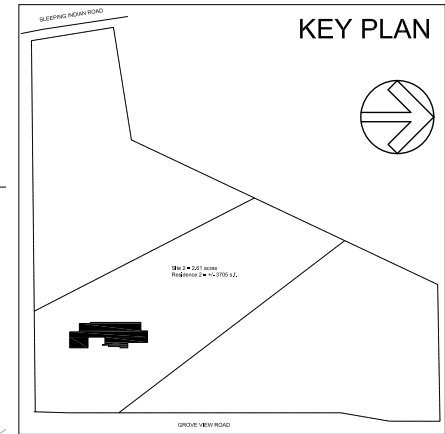
NORTH ELEVATION

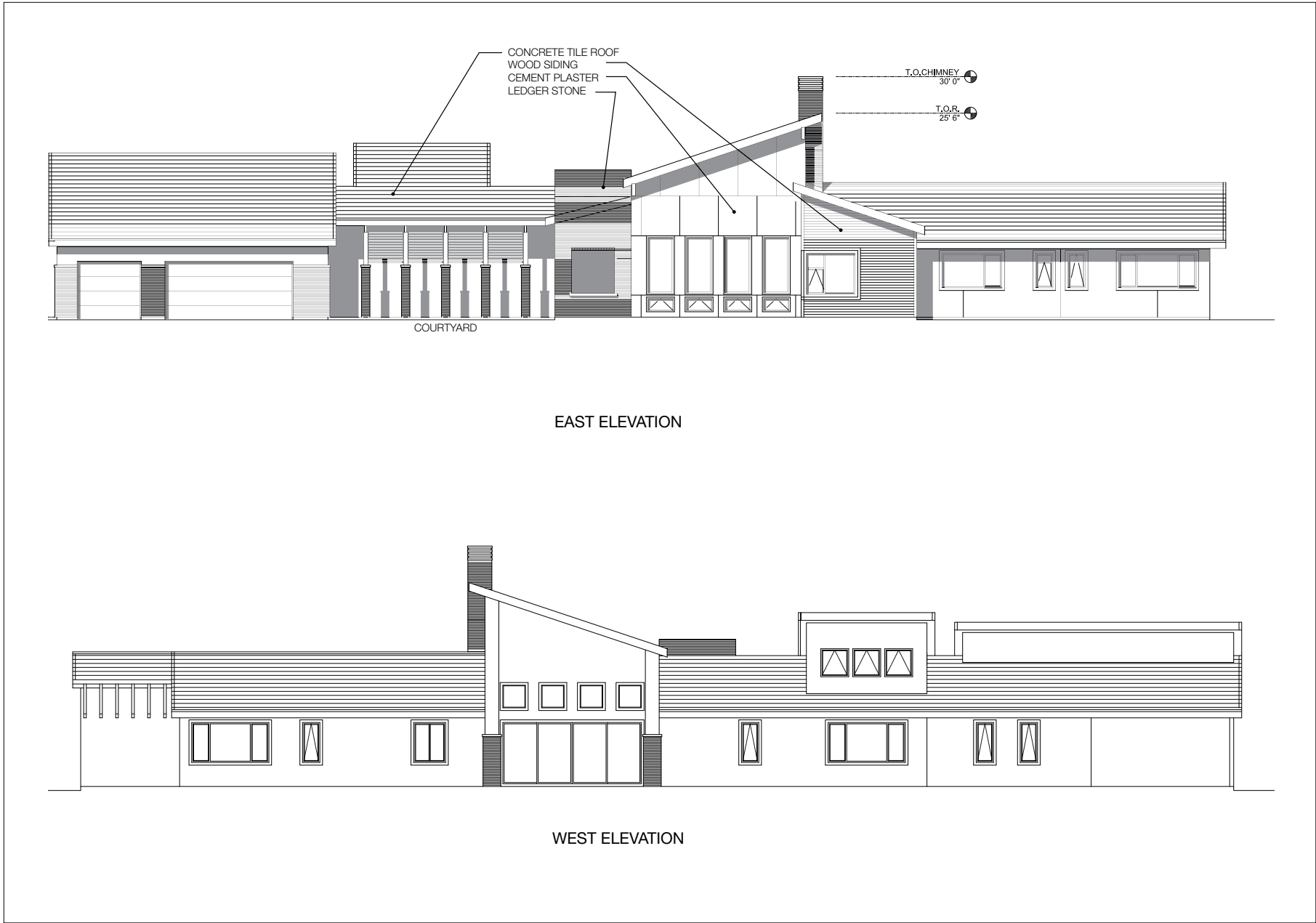
ARTIST STUDIO ELEVATIONS

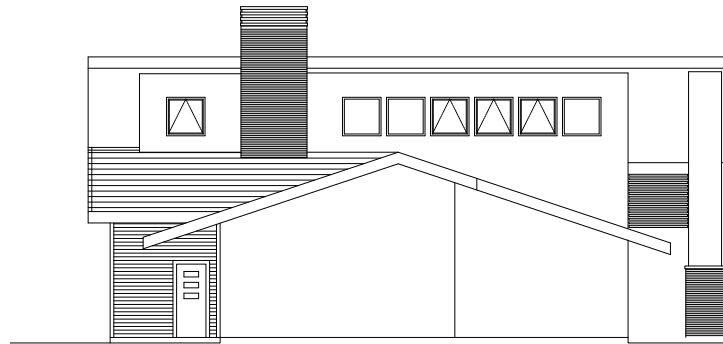
SITE 2 / RESIDENCE 2

Lot size: 2.5+ acres

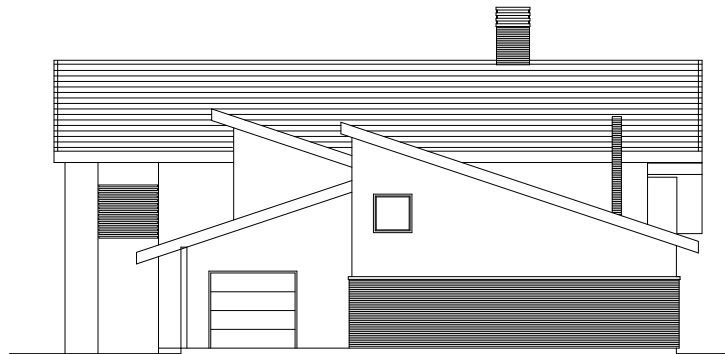
House: 4,134 s.f.







NORTH ELEVATION



SOUTH ELEVATION

SITE 3 / RESIDENCE 3

Lot size: 2.5+ acres

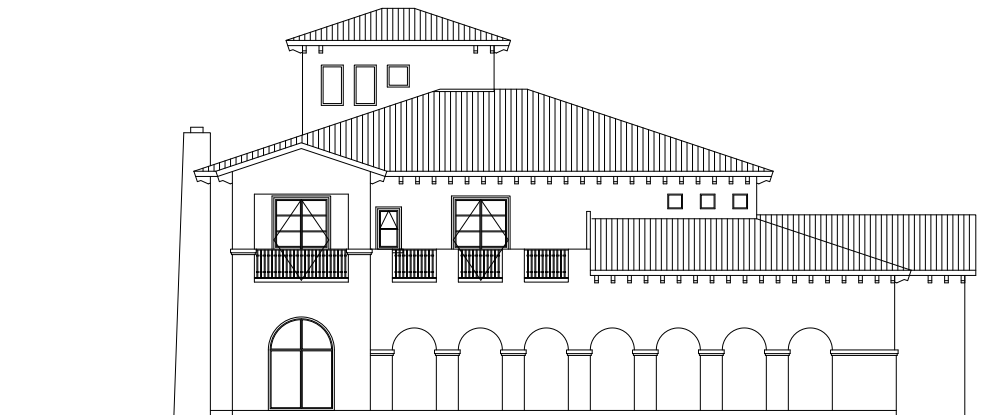
House: 4,777 s.f.



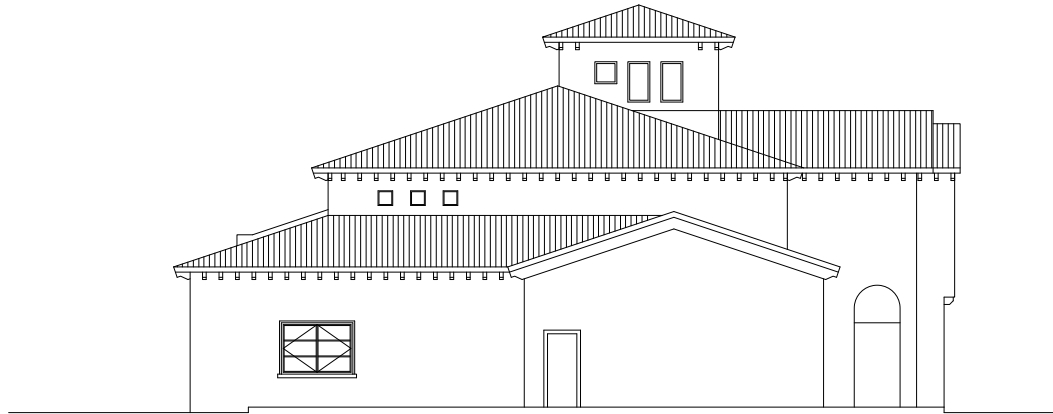
SITE 3 / RESIDENCE 3 - CONCEPTUAL SITE PLAN



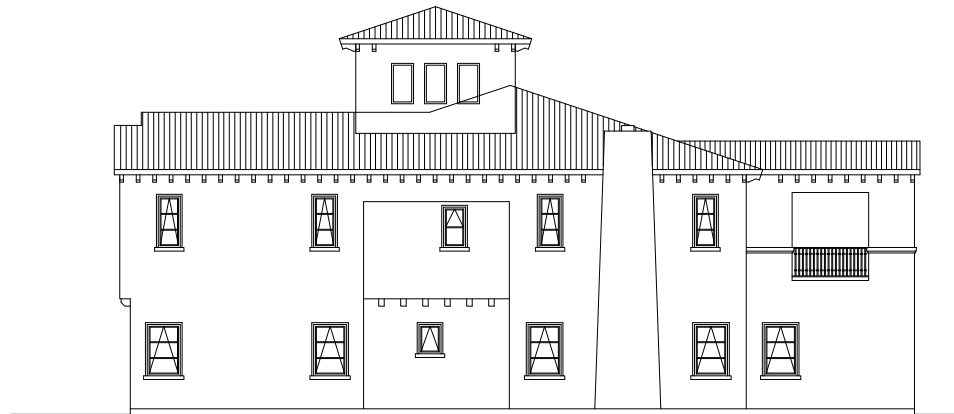
WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION