



Planning Division
Development Services Department
300 North Coast Highway | Oceanside, CA 92054
(760) 435-4373 | PlanningStaff@OceansideCA.org

Staff Reviewers: Please complete the Developer's Conference comment sheet template and attach to the TRAKiT record by the end of day on the day before the meeting.

OCEANSIDE DEVELOPER'S CONFERENCE* AGENDA

Wednesday, June 26, 2024

Meeting 1: 9:30 a.m. – 10:30 a.m.

Project Description: Proposed 359 +/- dwelling units located within North Valley Neighborhood Planning area at 4617 & 4665 North River Road. The site is divided into two legal lots under separate ownership. Parcel A (Kawano- 9.7 acres) and Parcel B (Nagata -15.9 acres).

Project Number: ADM24-00034

Assessor Parcel Number(s): 157-060-17-00 & 157-060-40-00

Contact Person: Eric A. Nelson

Email: enelson@trumarkco.com

Zoning: IL

Land Use: LI

Neighborhood Area: North Valley

Meeting 2: 10:30 a.m. – 11:30 a.m.

Project Description: Proposed construction of “Cielo Living” which consists of 200 apartment homes on a vacant 7.78-acre site. 15% will be designated low-income affordable housing in compliance with State Density Bonus Law. The site is located at the SE corner of Sunset Drive & Sky Haven Lane SE Corner.

Project Number: ADM24-00030

Assessor Parcel Number(s): 168-020-64-00 & 168-030-45-00

Contact Person: Jim McMenamin

Email: jmcmenamin@all-dev.com

Zoning: RH

Land Use: HD-R

Neighborhood Area: Lake

** 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.*

ITEM 1





Developer's Conference (Pre-Application) Request Form

Development Services Department, Planning Division
300 N. Coast Hwy, Oceanside, CA 92054, (760) 435-4373

General Information

Project/Property Address:

Assessor's Parcel Number:

Lot Area (acres or SF):

Existing Use:

Brief Description of Proposal:

Property Owner & Applicant Information

Owner Name:

Phone Number & E-Mail Address:

Applicant Name:

Phone Number & E-Mail Address:

To be completed if the Applicant is not the Property Owner:

I authorize the applicant indicated above to submit the application on my behalf:

Signature of Property Owner
(or attach a Letter of Authorization)

Requested Meeting Date/Time (please provide 2 options)

1st choice date: Time preference: 9:30 am 10:30 am either

2nd choice date: Time preference: 9:30 am 10:30 am either

Requested Divisions to Attend (Planning attends all meetings)

Building Fire Water Engineering Transportation Solid Waste Other

Email the following PDF documents to PlanningStaff@oceansideca.org:

- Project description letter
- Regional and vicinity maps (e.g. Google Maps aerial)
- Conceptual site plans and elevations

To be completed by City staff:

Assigned meeting date: **June 26, 2024**

Time: **09:30 am**

Assigned Project Planner: **Shannon Vitale**

February 26, 2024

City of Oceanside
Planning Department
300 N. Coast Hwy
Oceanside, CA 92054

**Subject: Developers Conference 4665 N. River Rd, Oceanside
157-060-40-00, Kawano**

To Whom It May Concern:

I am writing this Letter of Authorization to indicate that I authorize Trumark Homes to complete, process, and serve as the point of contact for the following application.

- Developers Conference (Pre-Application)
 - Preliminary Review of a proposed subdivision

For any questions regarding this Letter of Authorization, please get in touch with me at jay_kawano@hotmail.com. For any inquiries regarding the planning application, don't hesitate to get in touch with Eric Nelson at Trumark Homes, enelson@trumarkhomes.com 949-510-2070

Sincerely,



Jay Kawano
President
So.Cal.Ag. Properties

cc: Trumark Homes – Eric Nelson
Phil Wagner
File



Eric A. Nelson
Vice President
Community Development
Direct: 949-999-9820
Cell: 949.510.2070
enelson@trumarkco.com

June 12, 2024

Development Services Department
Planning Division
City of Oceanside
300 N. Coast Hwy
Oceanside, CA 92054

Subject: *Developer's Conference Application (4617 N River Rd. & 4665 N. River Rd.)*

To Whom It May Concern:

On behalf of Trumark Homes, I am pleased to submit our project description and associated plans for the upcoming Developers Conference on June 12th. This submission outlines our strategic vision for the concurrent development of Parcel A Kawano and Parcel B Nagata. Both properties are integral components of our preferred plan, as depicted in Figure 2, which envisions a cohesive and synergistic development approach.

Understanding the complexities involved in developing these parcels, we have meticulously considered the specific challenges and opportunities each property presents. To ensure project viability under varying circumstances, we have also prepared alternative plans. Figure 3 illustrates the development of Kawano as a stand-alone project, while Figure 4 provides a detailed plan for Nagata to be developed independently should any issues arise with the preferred plan.

I look forward to the opportunity to discuss our plans in greater detail and to collaborate with the City of Oceanside on this project.

Sincerely,
TRUMARK HOMES, LLC

Eric Nelson
Trumark Homes
Vice President – Community Development

BACKGROUND

In August 2022, the Oceanside City Council adopted a resolution certifying an Environmental Impact Report (EIR); and adopted resolutions approving General Plan Amendments (GPA13-00001 & GPA13-00004) to change the land use designation from Light Industrial (LI) to Medium Density C - Residential (MDC-A); introduce ordinances approving Zone Amendments (ZA13-00001 & ZA13-00008) to change the zoning designation from Limited Industrial (LI) to Medium Density Residential- C (RMC); and adopted resolutions approving Development Plans (D17-00006 & D17-00007) for a Planned Block Development (PBD) Overlay for a 25.6-acre site located at 4665 and 4617 North River Road.

Following the approvals and before the expiration of the CEQA challenge period, Preserve Calavera (Preserve) filed a Verified Petition for Writ of Mandate against the City and Real Parties in the San Diego County Superior Court captioned, Preserve Calavera v. City of Oceanside (San Diego Case No. 37-2022-00038502-CU-WM-NC), alleging that the EIR failed to comply with CEQA and was inconsistent with the City's General Plan and Climate Action Plan (Lawsuit).

The Parties engaged in settlement negotiations and resolved their disputes concerning the project approvals. During the settlement negotiations, the Parties agreed to a list of project elements that have been noted below. The final settlement agreement, which further defines the following limitations/ obligations agreed to by the Parties, has been included for reference.

- | | |
|---------------------|--|
| 1. Unit Count | 359 Dwelling Units Max |
| 2. Height Limits | 2-Story Unit Max Height (Western Boundary) |
| 3. Edge Effects | Compliance with section 3024 City of Oceanside Zoning |
| 4. Landscape | Limitations and requirements related to plant material |
| 5. Bicycle/ Ped | Connectivity to San Luis Rey River |
| 6. GHG Reductions | As noted in the Settlement Agreement |
| 7. TDM Plan | Required elements of a TDM plan |
| 8. Noise Reductions | As noted in the Settlement Agreement |

The project site, approximately 25.6 acres in size, is located within the North Valley Neighborhood Planning Area at 4617 and 4665 North River Road. It is situated on the south side of North River Road between Avenida Descanso and Calle Montecito. The site is divided into two legal lots under separate ownership. Parcel A (Kawano), depicted in Figure 1, is 9.7 acres and currently houses a small office and warehouse facility. Parcel B (Nagata), also shown in Figure 1, is 15.9 acres and is presently developed with some small warehouse buildings and a single-family residence.

PROJECT DESCRIPTION

Figure 2 depicts the proposed, preferred project, which shows the coordinated development on both Parcels (Kawano & Nagata). A detailed Site, Plan, Mix, Parking, and Open Space summary has been included for reference.

As noted above, Figure 2 assumes a coordinated development and is the preferred option and current plan. Developing multiple properties concurrently presents unique challenges that require careful planning and strategic foresight. Parcel A (Kawano) and Parcel B (Nagata) have been included in Figure 2 as part of the preferred plan, which assumes the simultaneous development of both properties. This approach leverages synergies between the parcels, optimizing resources and infrastructure for maximum efficiency. However, the complexity of this undertaking means that potential issues could arise, necessitating alternative plans to ensure project viability.

Each property, Kawano and Nagata, has distinct issues thoroughly analyzed individually and in conjunction. For instance, Kawano might face regulatory hurdles that could delay the project, while Nagata might have environmental concerns that require additional mitigation measures. These specific issues underscore the need for flexibility and adaptability in our planning and development strategy.

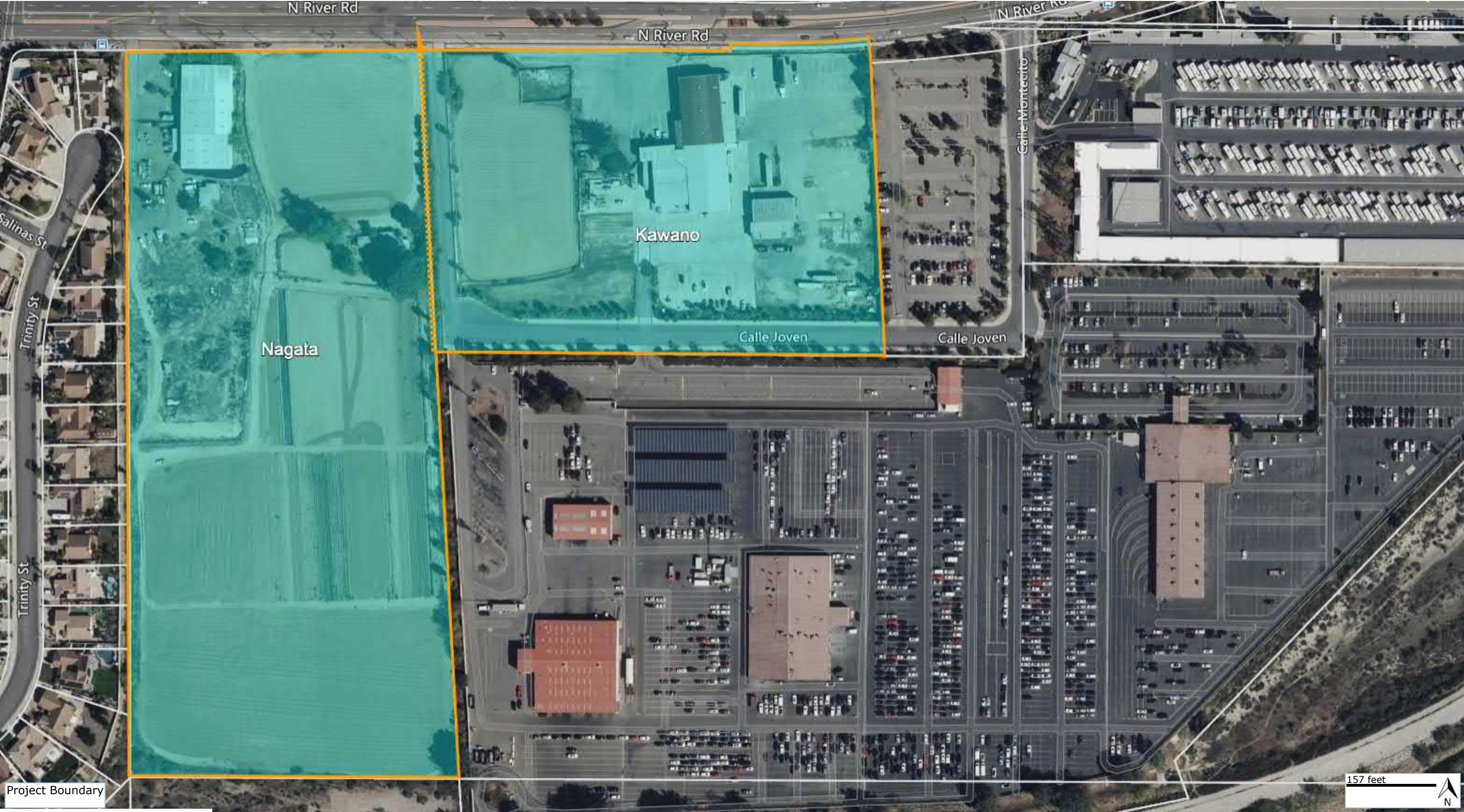
If an obstacle emerges that prevents the development of either Parcel A or B, we have prepared contingency plans to move forward with each property as a stand-alone project. Figure 3 illustrates Kawano as an independent development, highlighting how infrastructure and resources can be reallocated to ensure its success without reliance on Nagata. Similarly, Figure 4 details Nagata as a stand-alone project, ensuring that its unique challenges are addressed effectively while maintaining project momentum.

The need for alternative plans is not merely a safeguard but a strategic imperative in a dynamic regulatory and market environment. By preparing for various scenarios, we mitigate risks and ensure that at least one of the properties can be developed successfully, providing value and advancing our overall development goals. This strategic flexibility also allows us to respond swiftly to any unexpected regulatory, environmental, or market changes, ensuring that the project remains on track regardless of the challenges encountered.

The subsequent pages include Figure 3 & 4 Summaries for reference, along with the following plans, maps, and information.

1. Figure 1 - Project Site
2. Figure 2 - Preferred Plan
3. Figure 3 - Kawano Site Plan
4. Figure 4 - Nagata Site Plan
5. Figure 5 - Conceptual Architecture
6. Settlement Agreement

FIGURE 1



Project Boundary

157 feet
N

FIGURE 2
PREFERRED SITE PLAN

Preferred Plan Summary

Site Summary	
Gross Site Area	25.40 Acres
Sunset 3-story Townhomes	146 du
Harbor 3 story Townhomes	84 du
Strand 2-story Townhomes	81 du
Neptune SFD	45 du
Total Dwelling Units	356 du
Density	14.0 Du/Ac

Plan Summary						
Plan	Beds	Net Unit Area	Quantity	%	Total Net Area	Avg. Unit Size
Sunset P1	2	1,195 sf	27	7.6%		
Sunset P2	2	1,222 sf	27	7.6%		
Sunset p3	3	1,767 sf	65	18.3%		
Sunset P4	3	1,725 sf	27	7.6%		
Harbor P1	3	1,618 sf	29	8.1%		
Harbor P2	4	1,989 sf	30	8.4%		
Harbor P3	3	2,193 sf	25	7.0%		
Strand P1	3	1,745 sf	18	5.1%		
Strand P2	3	1,996 sf	32	9.0%		
Strand P3	4	2,143 sf	31	8.7%		
Neptune P1	4	2,256 sf	22	6.2%		
Neptune P2	4	2,427 sf	23	6.5%		
Total			356	100%	655,274 sf	1,841 sf
Unit Mix			Quantity	%		
2 Bedroom Total			54	15.2%		
3 Bedroom Total			196	55.1%		
4 Bedroom Total			106	29.8%		
Total			356	100.0%		

Parking Summary			
Parking Required	Quantity	Ratio Req'd	Spaces Req'd
2 Bed	54	2.00 Spaces/Unit	108
3 Bed	196	2.00 Spaces/Unit	392
4 Bed	106	2.00 Spaces/Unit	212
Guest	356	.25 Spaces/Unit	89
Total Residential Parking Req'd		2.25 Spaces/Unit	801
Parking Provided		Ratio Provided	Spaces Provided
Garage Spaces		2.00	712
Driveway Spaces		0.09	31
On Site Spaces		0.28	100
Total Residential Parking Provided		2.37	843
Accessible Parking Required		Ratio Req'd	Spaces Req'd
Resident Open Spaces	11	2%	1
Guest Open Spaces	89	5%	5
Total Accessible Spaces Req'd			6

Open Space Summary			
Open Space Required	Quantity	Ratio Req'd	O.S. Req'd
Open Space Req'd	356 du	350 sf/du	124,600 sf
Open Space Provided	Quantity	Ratio Provided	O.S. Provided
Private Open space Provided	356 du	181 sf/du	64,310 sf
Common Open Space Provided	356 du	177 sf/du	63,000 sf
Total		358 sf/du	127,310 sf



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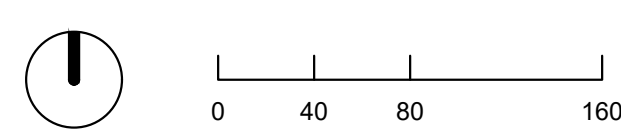


Architecture + Planning
888.456.5849
ktgy.com

TRUMARK HOMES
450 Newport Center Drive, Suite 300
Newport Beach, CA 92660

RIVER ROAD
OCEANSIDE, CA # 2024-0495

CONCEPT DESIGN
MAY 17, 2024



SITE PLAN

A1.0

FIGURE 3
KAWANO SITE PLAN

FIGURE 3 SUMMARY

KAWANO

KAWANO EAST PARCEL LAND USE SUMMARY (2 PRODUCT)		
PRODUCT TYPE	PERCENTAGE MIX	POTENTIAL D.U.
HARBOR	58%	64
STRAND	41%	45
REC	10,158 SF / .23 AC	
BASIN 1	BOTTOM: 13,093 SF / .30 AC	
BASIN 2	3,212 SF / .07 AC	

TOTAL POTENTIAL DWELLING UNITS = 109

SITE SUMMARY KAWANO

TOTAL UNITS: 109
 SITE AREA: ±9.6 ACRES
 DENSITY: ±11.3 HOMES/ACRE

PRODUCT SUMMARY

PRODUCT: HARBOR (3-STORY TOWNHOME)
 PLAN 1 (3B/3b, 1,618 SF) X 24
 PLAN 2 (4B/3.5b, 1,930 SF) X 16
 PLAN 3 (3B/2.5b, 2,193 SF) X 24
 SUBTOTAL HOMES: 64

PRODUCT: STRAND (2-STORY TOWNHOME)
 PLAN 1 (3B/2.5b, 1,745 SF) X 9
 PLAN 2 (3B/2.5b, 1,996 SF) X 18
 PLAN 2 alt (4B/2.5b, 1,996 SF) X 0
 PLAN 3 (4B/2.5b, 2,143 SF) X 18
 SUBTOTAL HOMES: 45

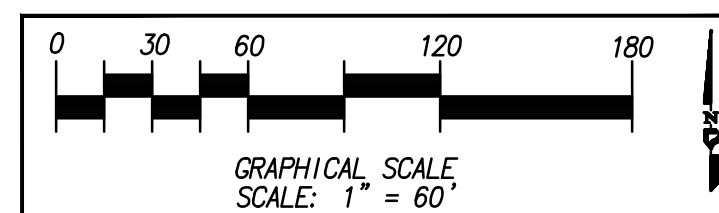
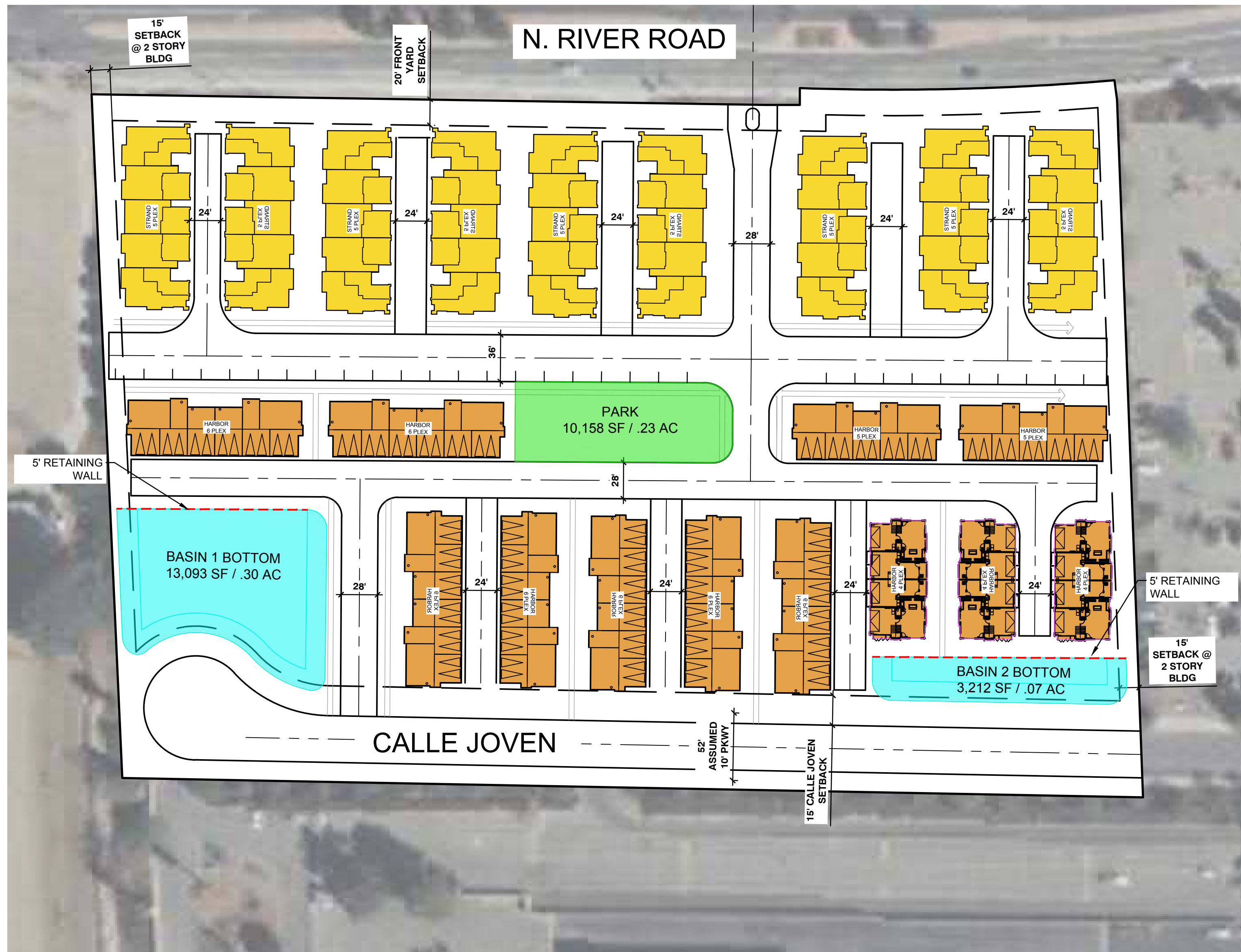
PARKING REQUIRED:	
109 UNIT	
109 X 2.25 = 245.25	
<u>246 PARKING STALLS REQUIRED</u>	
PARKING PROVIDED:	
HARBOR PARKING PROVIDED	128
STRAND PARKING PROVIDED	90
ONSITE STREET PARKING	29
<u>TOTAL PARKING PROVIDED</u>	<u>247</u>

NOTE:

1. ASSUMES ENG. VALIDATION TO VERIFY UNIT COUNT.
2. ASSUMES NO EASEMENT WITHIN SITE.
3. ASSUMES NEW BUILDING COMBINATION TYPES HAVE BEEN CREATED BASED ON SITE CONSTRAINTS TO MAXIMIZE DWELLING UNIT COUNT.
4. ASSUMES PARKING STALL FINGER ISLAND TO BE DESIGNED AT FINAL DESIGN
5. ASSUMES NO BUILDING IS OVER 35' IN HEIGHT

KAWANO

OCEANSIDE, CALIFORNIA



Standard	PBDP Overlay
Minimum Site Perimeter Setbacks: ²	
From North River Road	20 ft.
From Calle Joven	15 ft.
From Side and Rear Property Lines	10 ft. (1 story structures) 15 ft. (2nd story portion of structures) 20 ft. (3rd story portion of structures) *An additional 5 feet of setback required for structures adjacent to single-family residences.
Minimum Building Separation Distance: ³	
Front to Front	20 ft.
Side to Side	10 ft.
Rear to Rear	10 ft.
From Internal Streets	5 ft.
All Others	10 ft.
Maximum Building Height: ⁴	35 ft. (3 story maximum)
Maximum Fence & Wall Height:	6 ft. for perimeter and internal project walls. 8 ft. for walls along North River Road frontage. 350 sq. ft./unit - Minimum Overall Total
Usable Open Space	Design of Common and Private Usable Open Space areas shall be per the standards presented in Section 1050 (2) (Usable Open Space) of the Zoning Ordinance.

Table 4 - Parking Standards Summary

Standard	Parking Requirements
Detached Residential	Two-car garage / unit
Attached Residential	1.5 spaces / one bedroom or studio units, which must include 1 covered space
Guest Parking	2 spaces / two or more bedroom units, which must include 1 covered space
Parking Space Dimensions	A minimum number of spaces equal to 25% of the total number of dwelling units
Garage Dimensions	8.5 ft. x 18 ft. minimum (non-garage spaces)
Garage Setbacks	10 ft. wide x 19 ft. deep Minimum for one-car garages 20 ft. wide x 19 ft. deep Minimum for two-car garages Garage setbacks shall be measured from the back of sidewalk, curb line, or edge of access drive (whichever is least) based on building orientation. Garage setbacks from access drives shall be either: • Less than or equal to 4 feet; or • Greater than or equal to 18 feet • Parking shall not be permitted in drives less than 18 feet in length (exclusive of sidewalk and curb areas).

PRODUCT TYPE	PERCENTAGE MIX	POTENTIAL D.U.
HARBOR	58%	64
STRAND	41%	45
REC	10,158 SF / .23 AC	
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TOTAL POTENTIAL DWELLING UNITS = 109

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SITE SUMMARY KAWANO
 TOTAL UNITS: 109
 SITE AREA: ±9.6 ACRES
 DENSITY: ±11.3 HOMES/ACRE

PRODUCT SUMMARY
 PRODUCT: HARBOR (3-STORY TOWNHOME)
 PLAN 1 (3B/3b, 1,618 SF) X 24
 PLAN 2 (4B/3.5b, 1,930 SF) X 16
 PLAN 3 (3B/2.5b, 2,193 SF) X 24
 SUBTOTAL HOMES: 64
 PRODUCT: STRAND (2-STORY TOWNHOME)
 PLAN 1 (3B/2.5b, 1,745 SF) X 9
 PLAN 2 (3B/2.5b, 1,996 SF) X 18
 PLAN 2 alt (4B/2.5b, 1,996 SF) X 0
 PLAN 3 (4B/2.5b, 2,143 SF) X 18
 SUBTOTAL HOMES: 45

FIGURE 4
NAGATA SITE PLAN

FIGURE 4 SUMMARY

NAGATA

SITE SUMMARY NAGATA

TOTAL UNITS: 233
 SITE AREA: ±15.8 ACRES
 DENSITY: ±14.7 HOMES/ACRE

PRODUCT SUMMARY

PRODUCT: SUNSET (3-STORY TOWNHOME)
 PLAN 1 (2B/2.5b, 1,195 SF) X 26
 PLAN 2 (2B/2.5b, 1,222 SF) X 26
 PLAN 3 (3B/2.5b, 1,660 SF) X 36
 PLAN 4 (4B/3.5b, 1,767 SF) X 25
 PLAN 5 (3B/3.5b, 1,725 SF) X 26
 SUBTOTAL HOMES: 139

PRODUCT: NEPTUNE (SFD)
 PLAN 1 (4B/3b, 2,256 SF) X 21
 PLAN 2 (4B/3b, 2,427 SF) X 22
 SUBTOTAL HOMES: 43

PRODUCT: STRAND (2 STORY TOWNHOME)
 PLAN 1 (3B/2.5b, 1,745 SF) X 8
 PLAN 2 (3B/2.5b, 1,996 SF) X 7
 PLAN 2 alt (4B/2.5b, 1,996 SF) X 5
 PLAN 3 (4B/2.5b, 2,143 SF) X 11
 SUBTOTAL HOMES: 31

NAGATA WEST PARCEL LAND USE SUMMARY (3 PRODUCT)		
PRODUCT TYPE	PERCENTAGE MIX	POTENTIAL D.U.
SUNSET	62%	139
NEPTUNE	17%	43
STRAND	21%	31
REC	15,087 SF / .34 AC	
BASIN	BOTTOM: 17,212 SF / .39 AC	

TOTAL POTENTIAL DWELLING UNITS = 213

PARKING REQUIRED:	
213 UNIT	
213 X 2.25 = 479.25	
<u>480 PARKING STALLS REQUIRED</u>	
PARKING PROVIDED:	
SUNSET PARKING PROVIDED	278
NEPTUNE PARKING PROVIDED	86
STRAND PARKING PROVIDED	62
ONSITE STREET PARKING	80
<u>TOTAL PARKING PROVIDED</u>	<u>506</u>

NOTE:

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NAGATA

OCEANSIDE, CALIFORNIA



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	10 ft. (1 story structures)
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	*An additional 5 feet of setback required for structures adjacent to single-family residences.
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	8 ft for walls along North River Road frontage
	350 sq. ft. / unit - Minimum Overall Total
Usable Open Space	Design of Common and Private Usable Open Space areas shall be per the standards presented in Section 1050 (2) (Usable Open Space) of the Zoning Ordinance.

Table 4 - Parking Standards Summary

Standard	Parking Requirements
Detached Residential	Two-car garage / unit
Attached Residential	1.5 spaces / one bedroom or studio units, which must include 1 covered space
Guest Parking	2 spaces / two or more bedroom units, which must include 1 covered space
Parking Space Dimensions	A minimum number of spaces equal to 25% of the total number of dwelling units
Garage Dimensions	8.5 ft. x 18 ft. minimum (non-garage spaces)
Garage Setbacks	10 ft. wide x 19 ft. deep Minimum for one-car garages
	20 ft. wide x 19 ft. deep Minimum for two-car garages
	Garage setbacks shall be measured from the back of sidewalk, curb line, or edge of access drive (whichever is least) based on building orientation. Garage setbacks from access drives shall be either:
	• Less than or equal to 4 feet; or
	• Greater than or equal to 18 feet
	• Parking shall not be permitted in drives less than 18 feet in length (exclusive of sidewalk and curb areas).

EXISTING DRAINAGE INVERT TO BE SURVEYED AND EVALUATED FOR FUTURE PROJECT SITE DRAINAGE

EXISTING DRAINAGE OUTFALL TO SAN LUIS REY RIVER

SAN LUIS REY RIVER

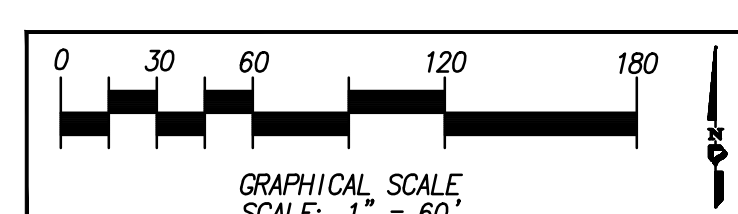
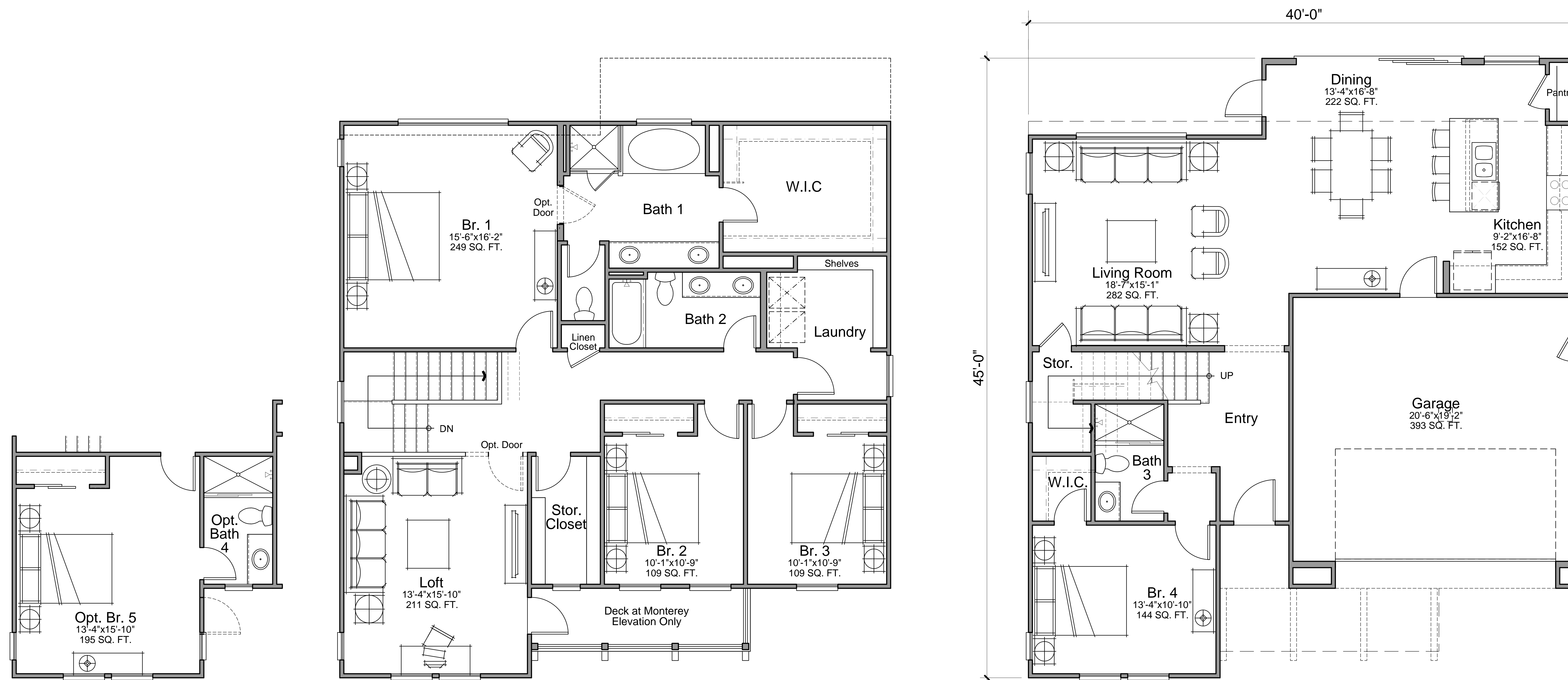


FIGURE 5
CONCEPTUAL ELEVATIONS



Second Floor

FLOOR PLAN EXAMPLE

First Floor

Plan 2
4 Bed + Loft/Opt. Bed 5, 3 Bath/Opt. 4 Bath

NEPTUNE AT MELROSE HEIGHTS
P1: 2,256 SF 4 BR+LOFT/3 BA
P2: 2,427 SF 5 BR/4 BA

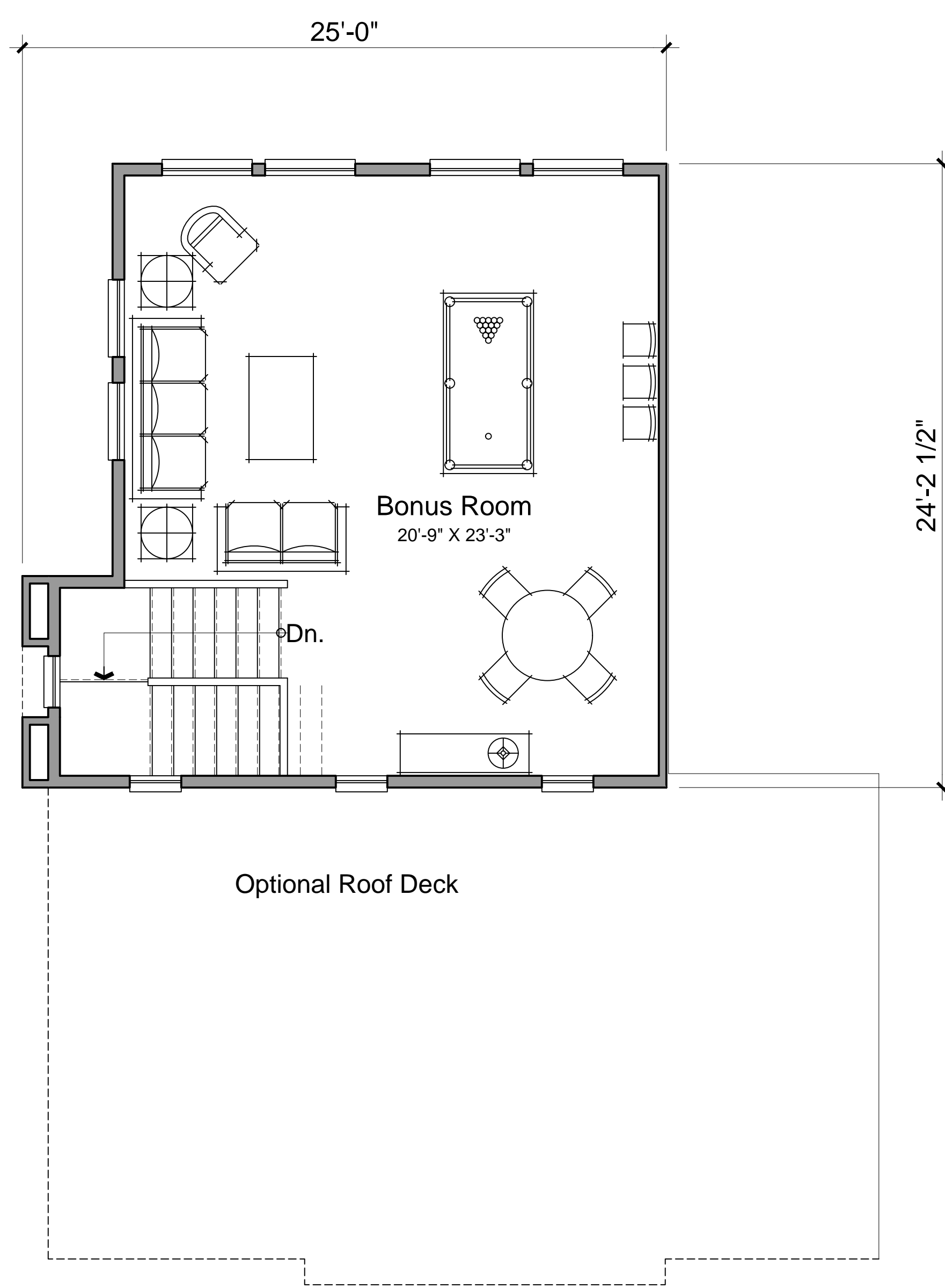


STREET SCENE ELEVATION EXAMPLE

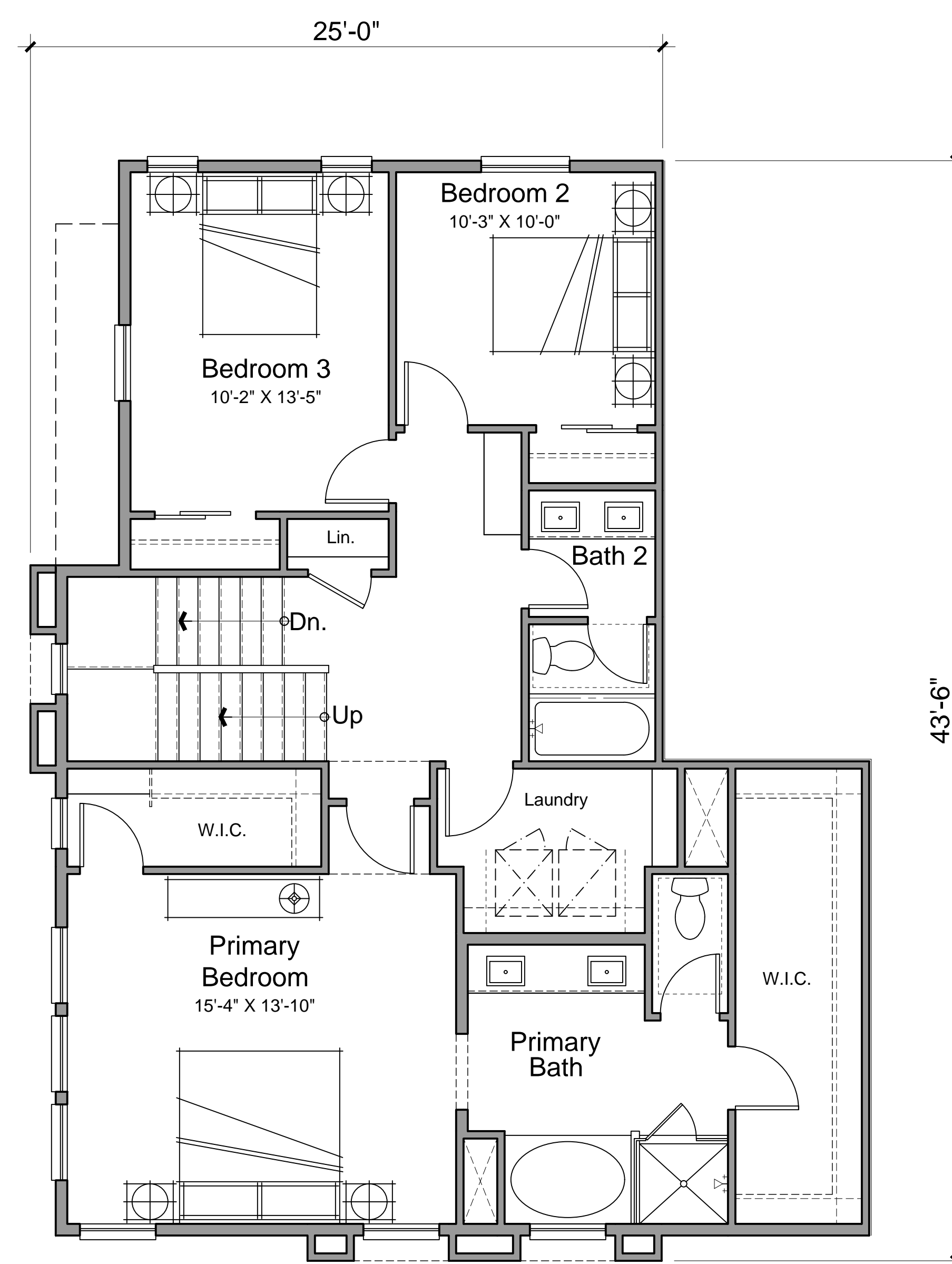


NEPTUNE AT MELROSE HEIGHTS

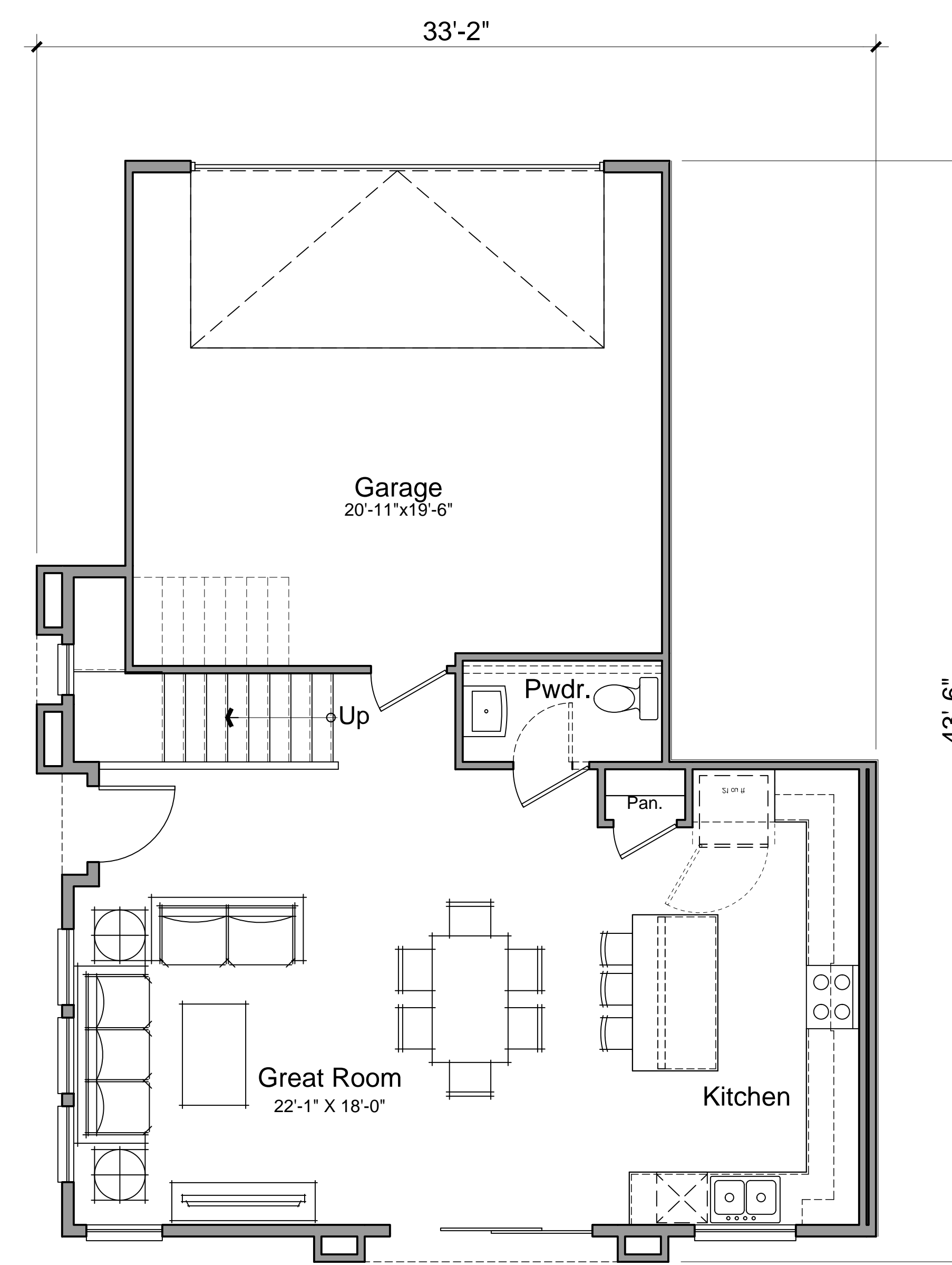
TRUMARK HOMES



Third Floor

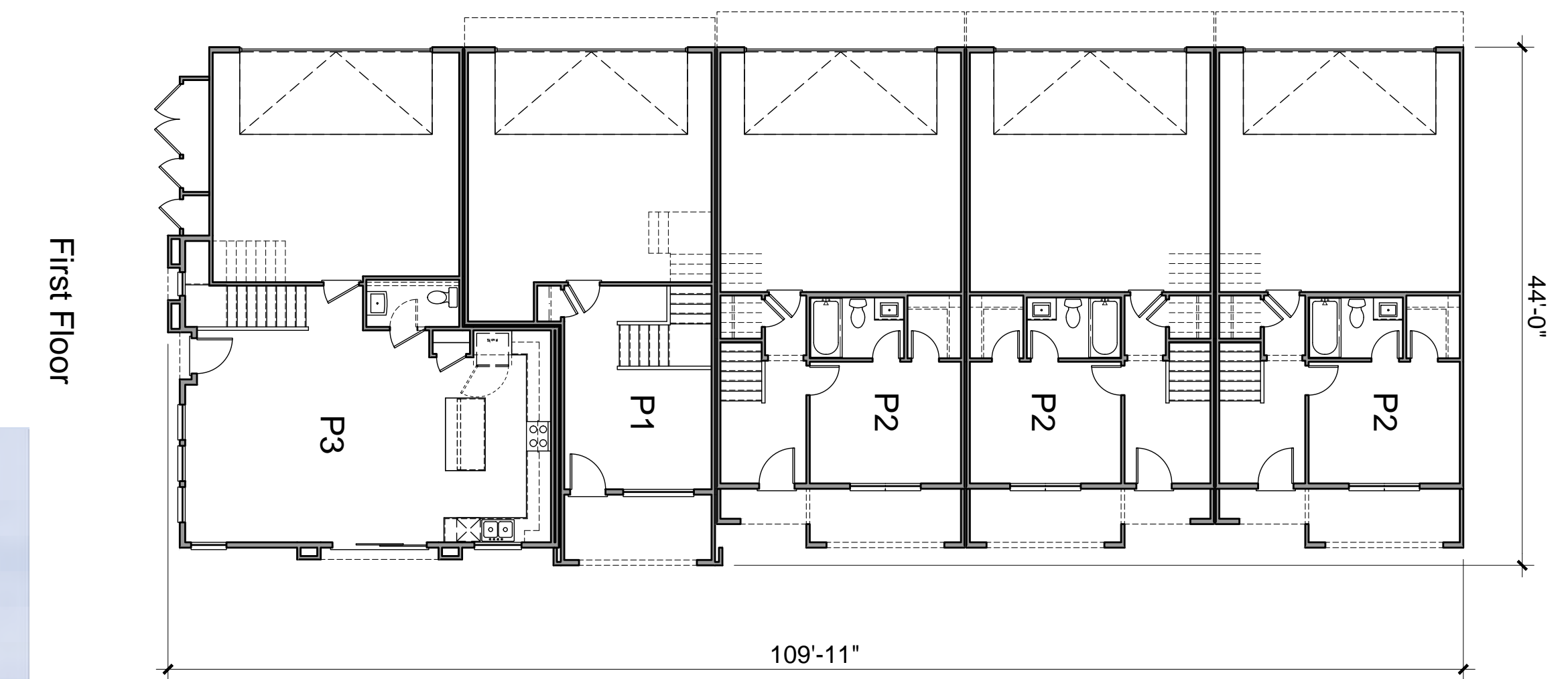
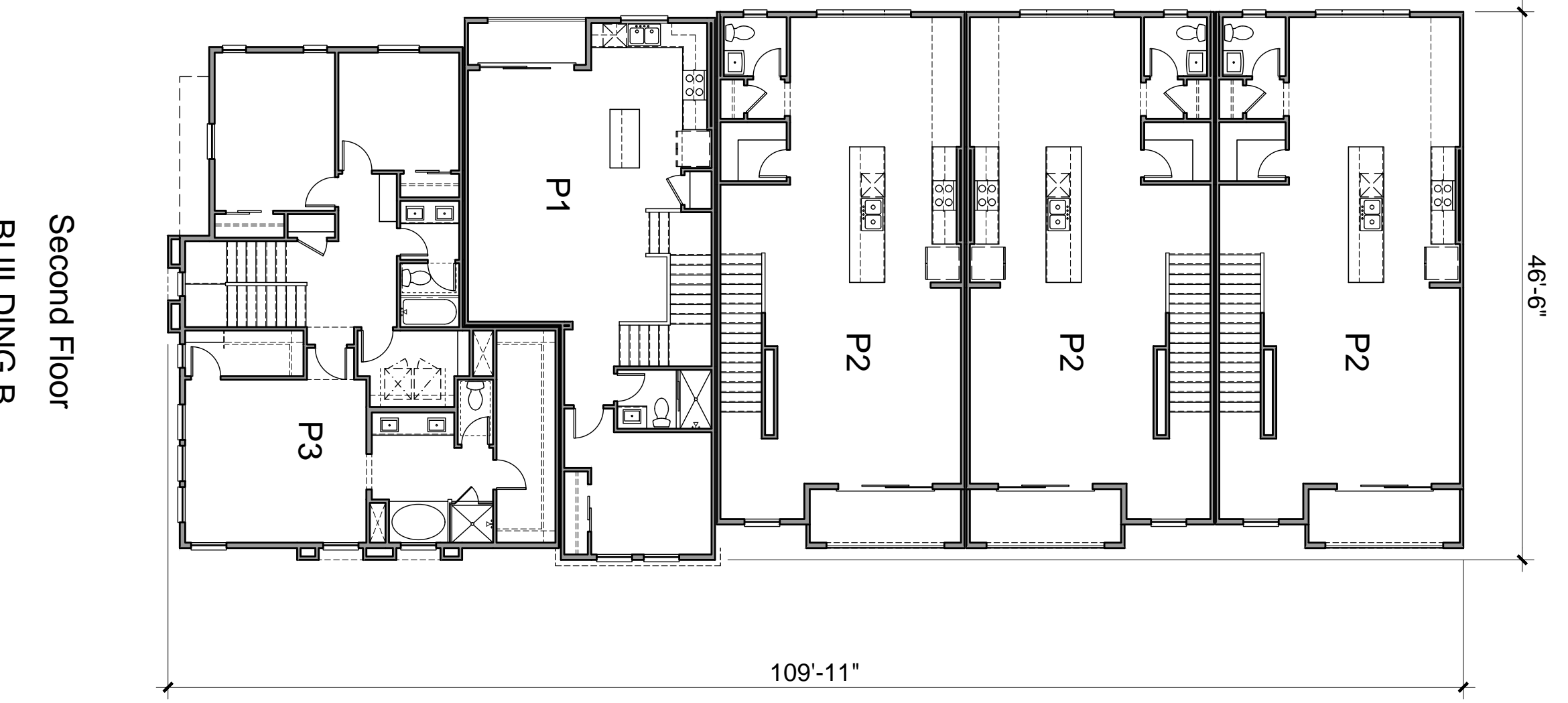
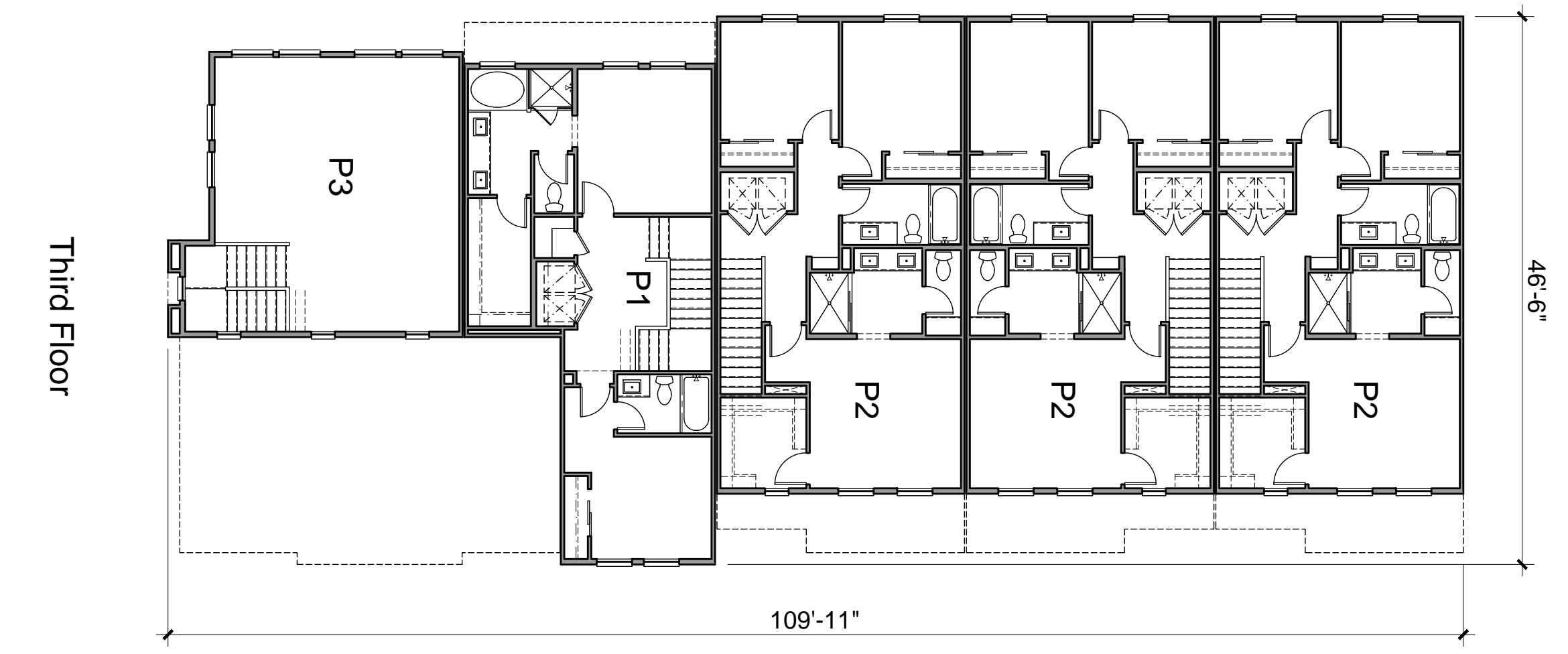


Second Floor

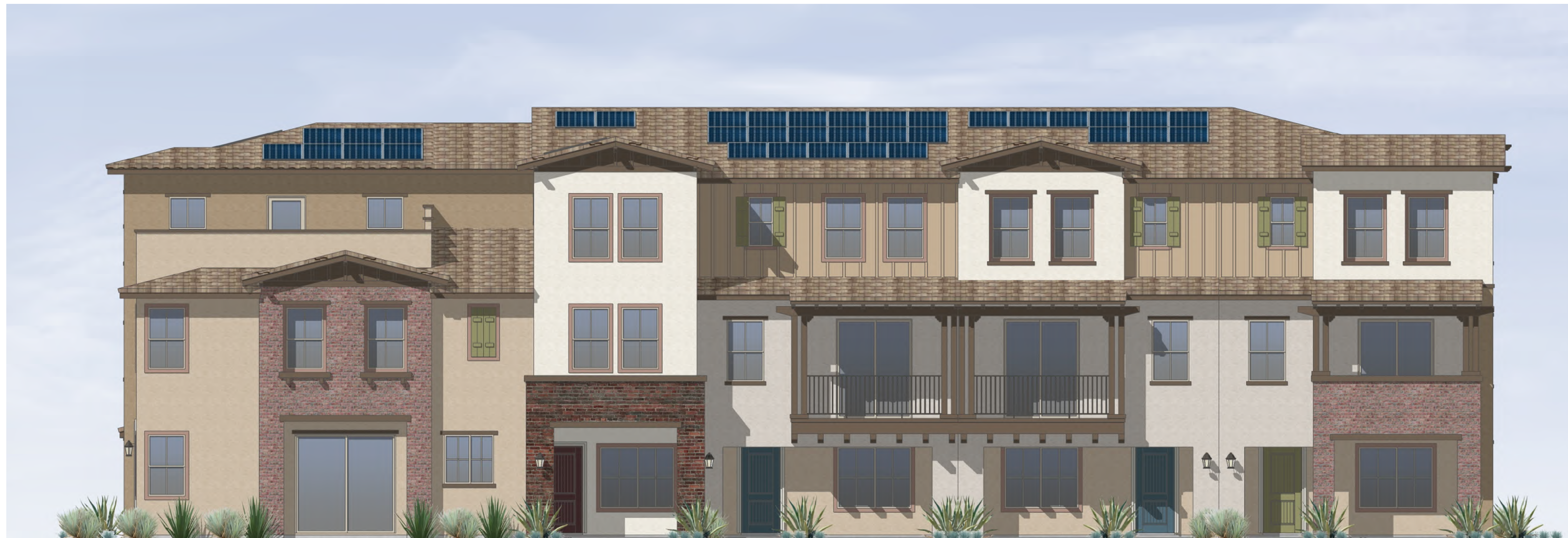


First Floor

UNIT PLAN EXAMPLE



BUILDING COMPOSITE



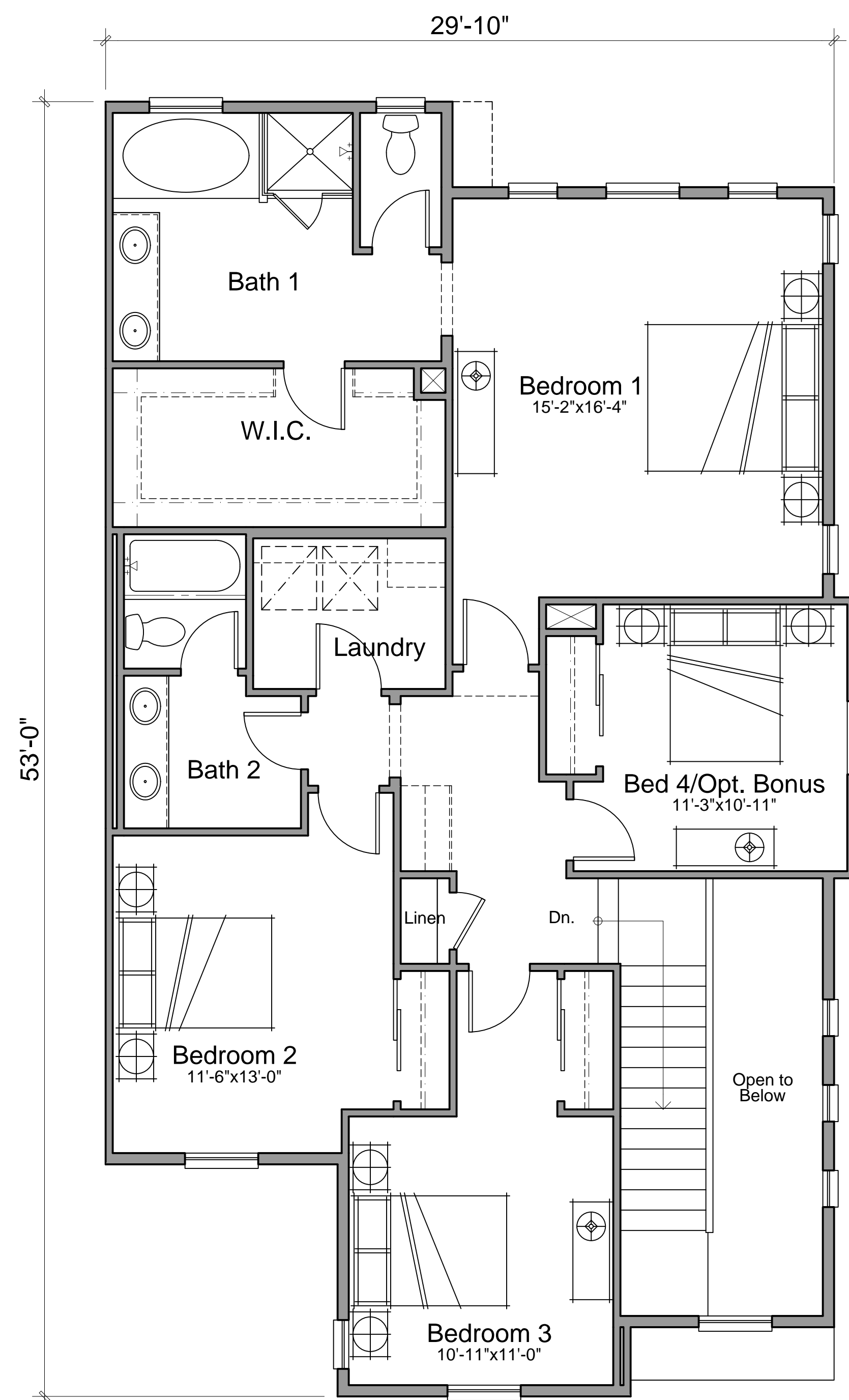
EXTERIOR ELEVATION EXAMPLE

HARBOR AT MELROSE HEIGHTS
 P1: 1,618 SF 3 BR/3 BA
 P2: 1,930 SF 4 BR/3.5 BA
 P3: 2,193 SF 3 BR/2.5 BA

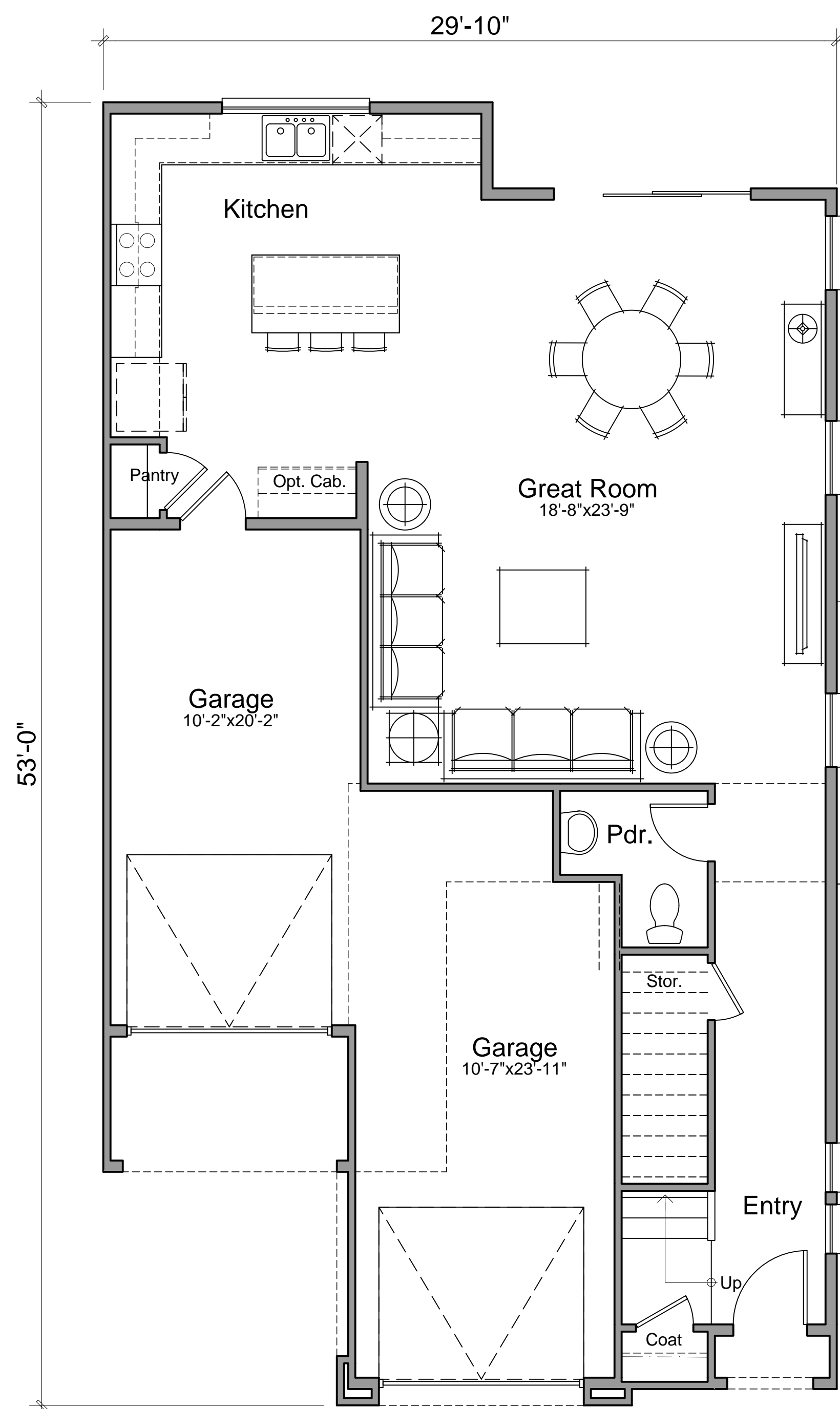


HARBOR AT MELROSE HEIGHTS

TRUMARK HOMES

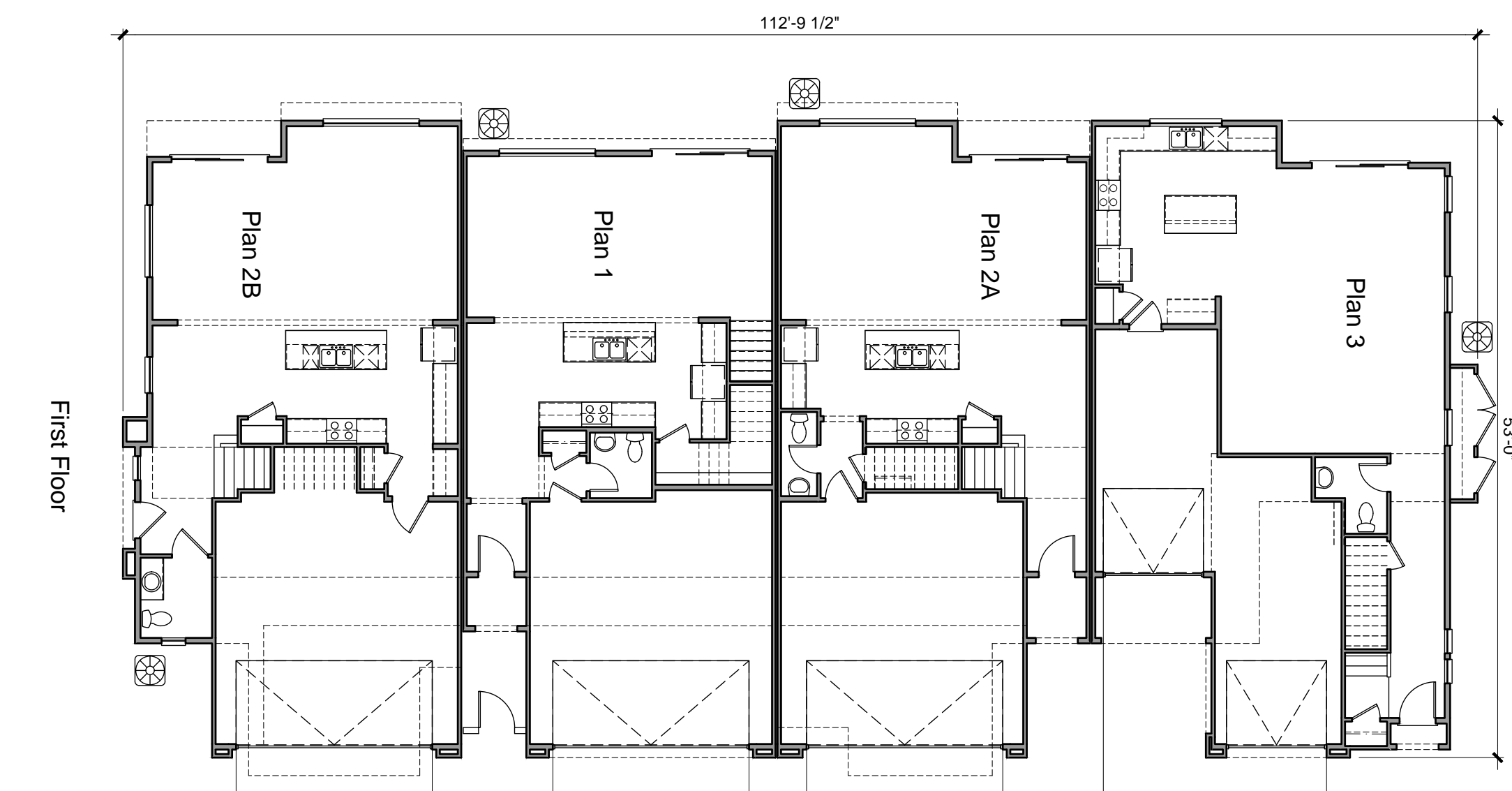
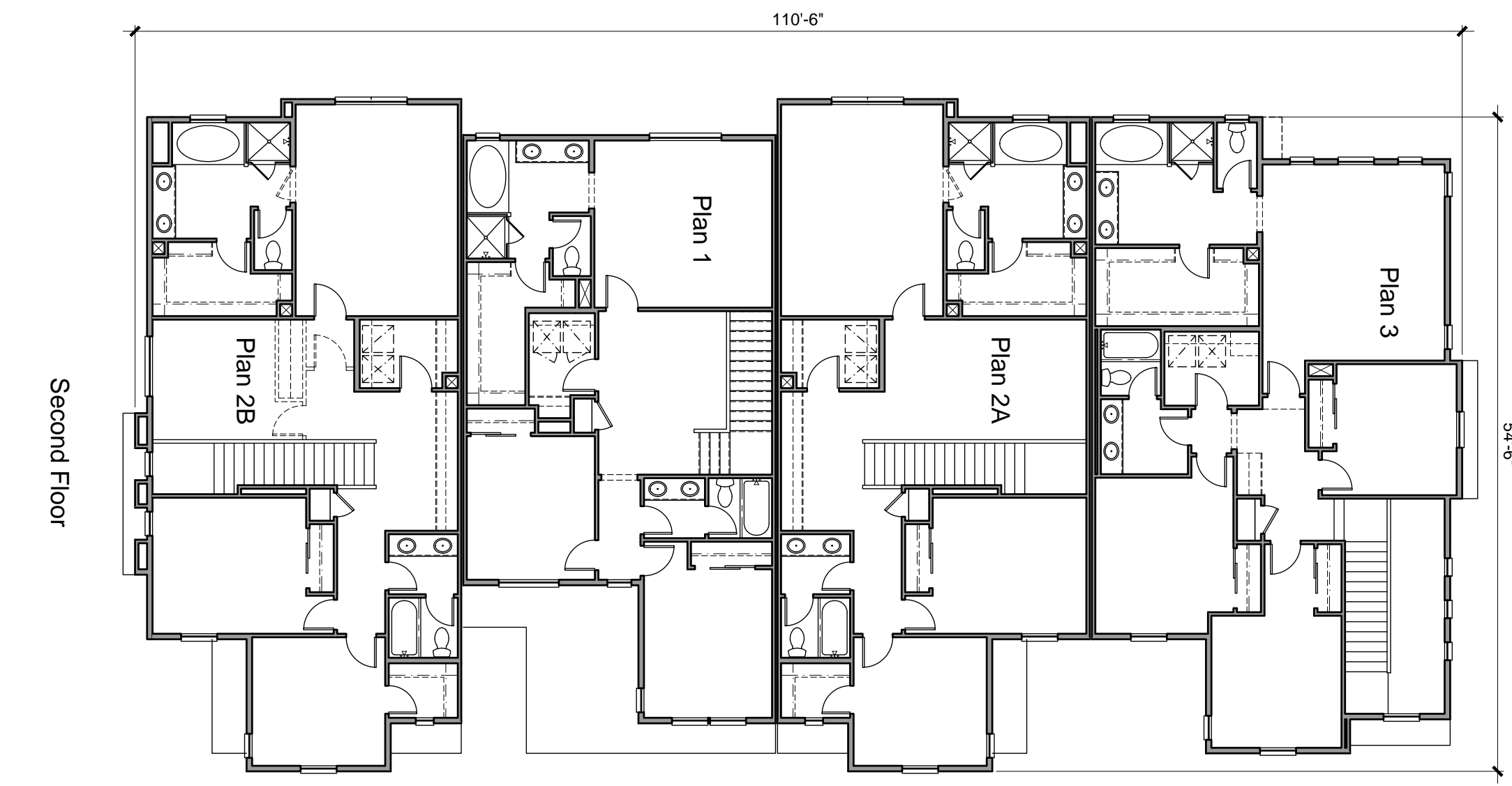


Second Floor



First Floor

UNIT PLAN EXAMPLE



BUILDING COMPOSITE

STRAND AT MELROSE HEIGHTS
 P1: 1,745 SF 3 BR/2.5 BA
 P2: 1,996 SF 3 BR+BONUS/2.5 BA
 P3: 2,143 SF 4 BR/2.5 BA

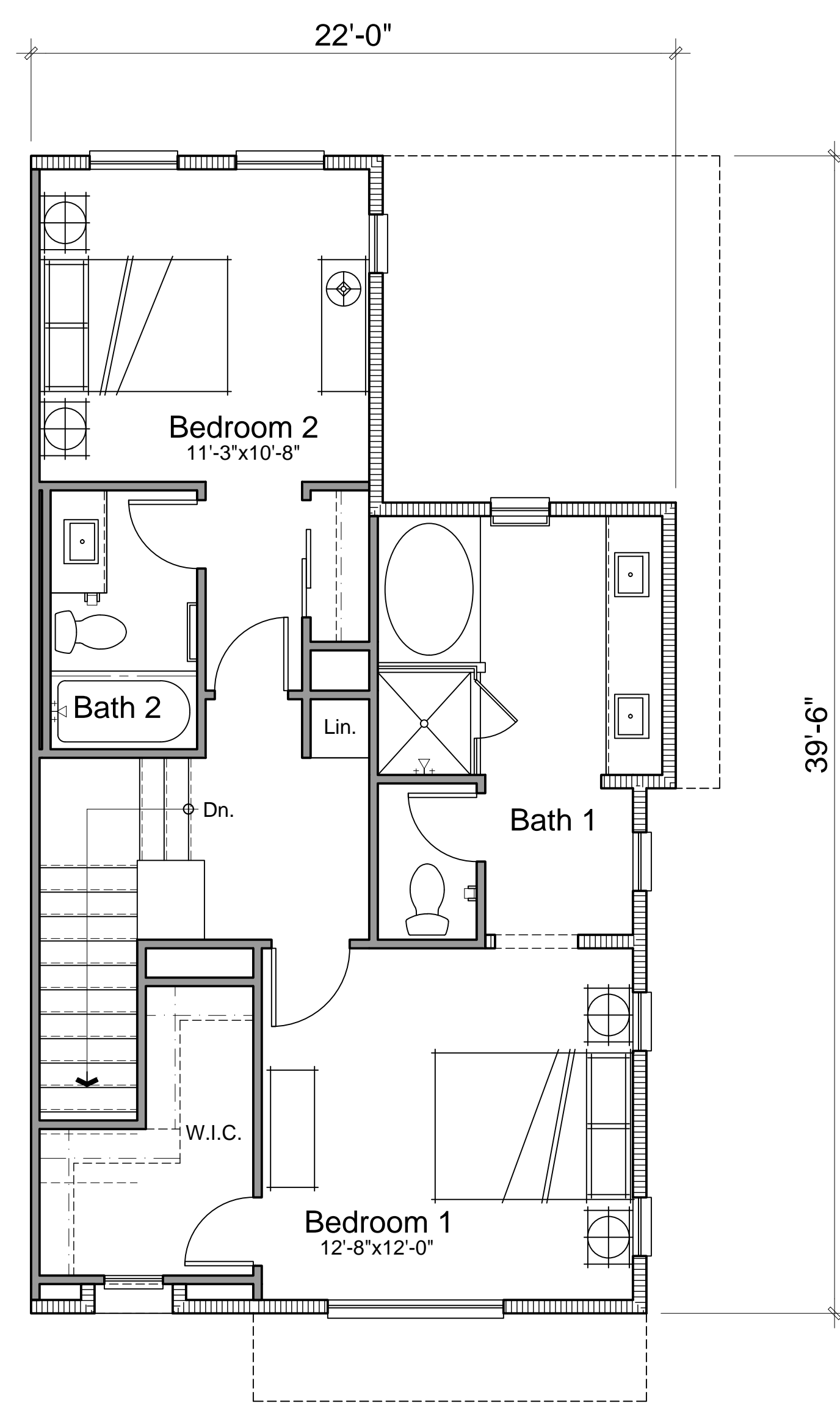


EXTERIOR ELEVATION EXAMPLE

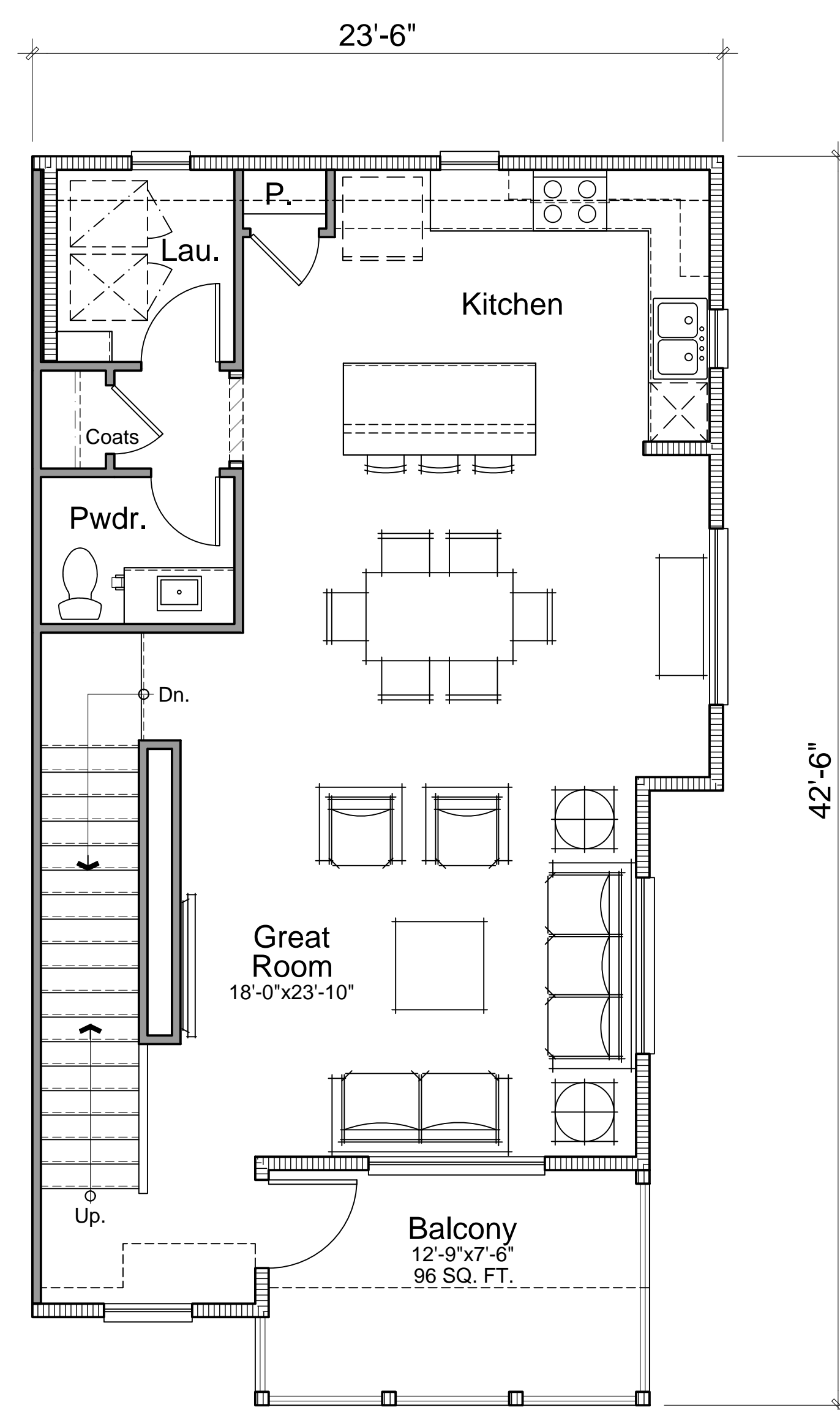


STRAND AT MELROSE HEIGHTS

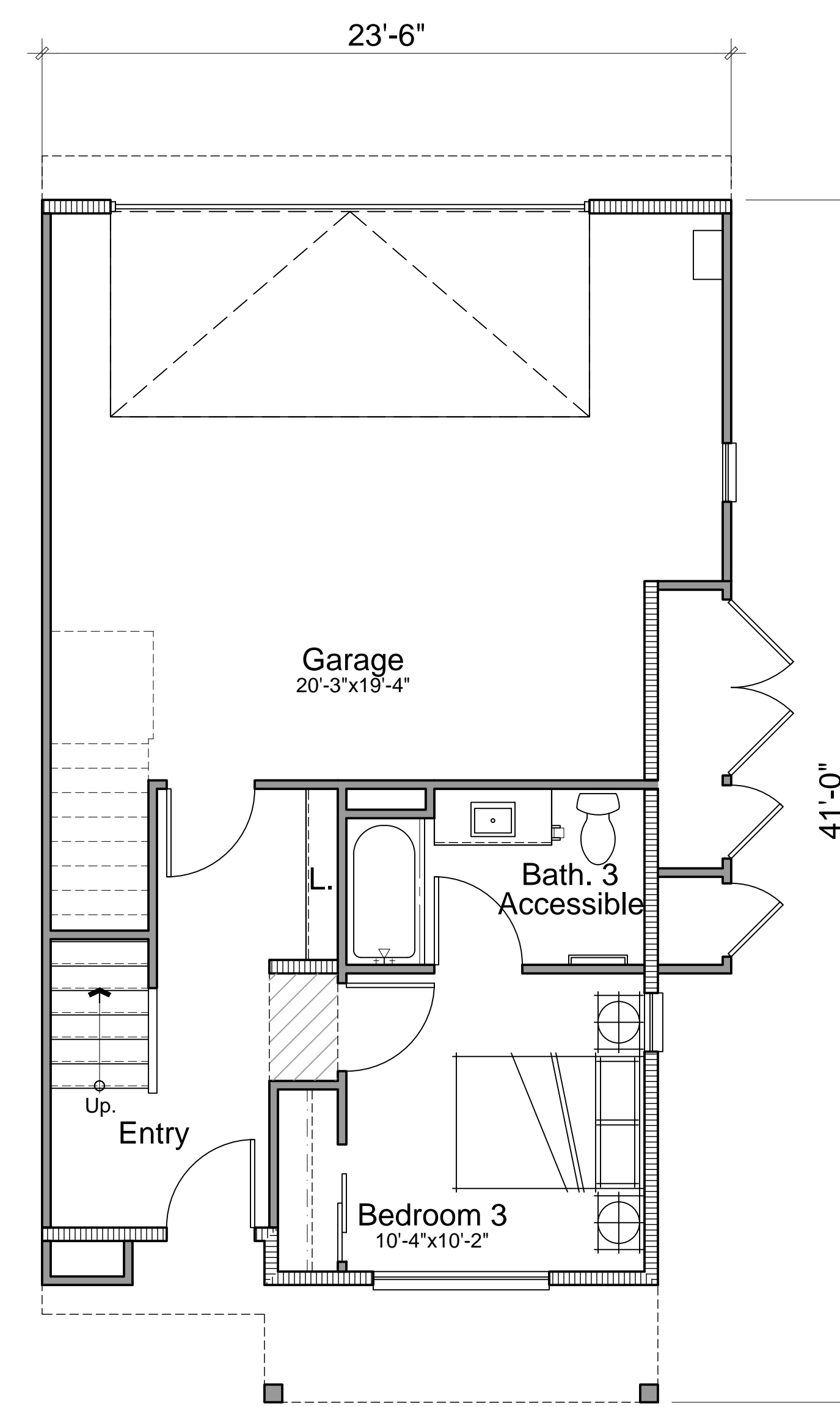
TRUMARK HOMES



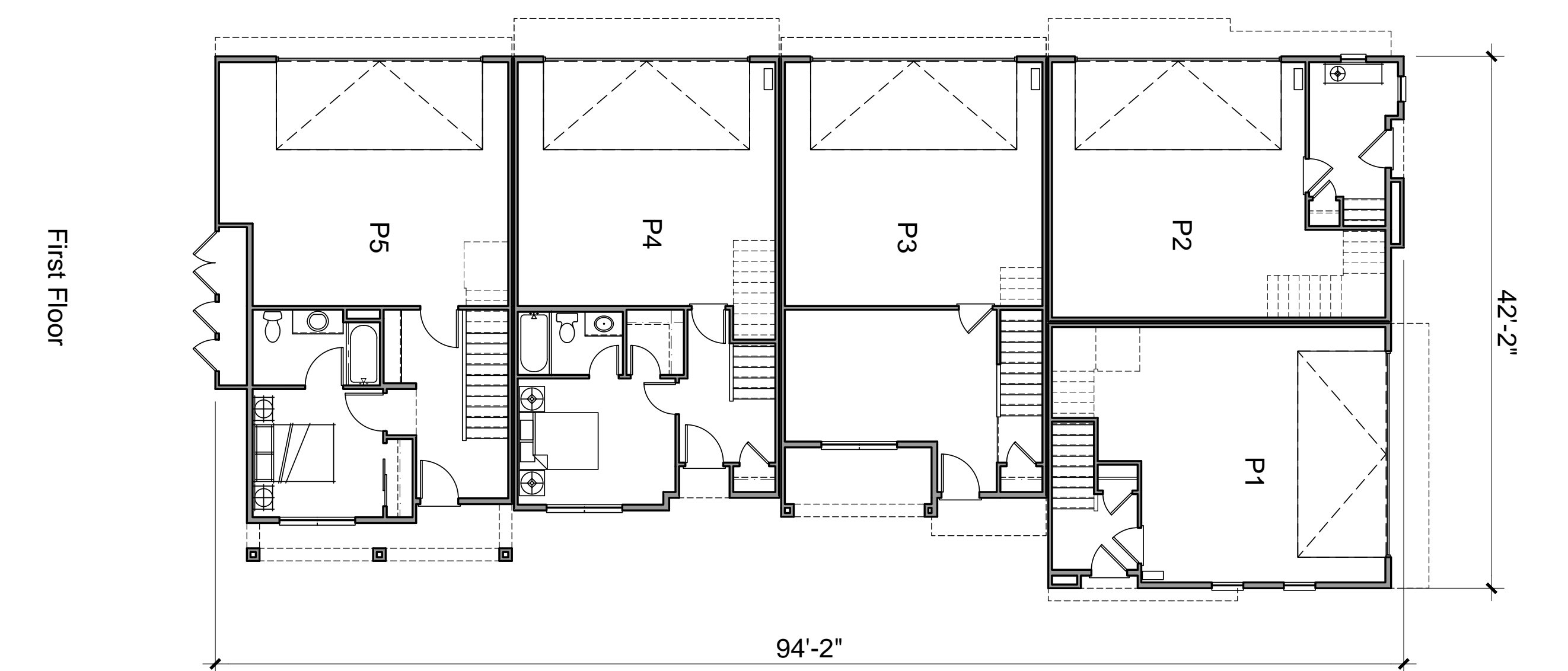
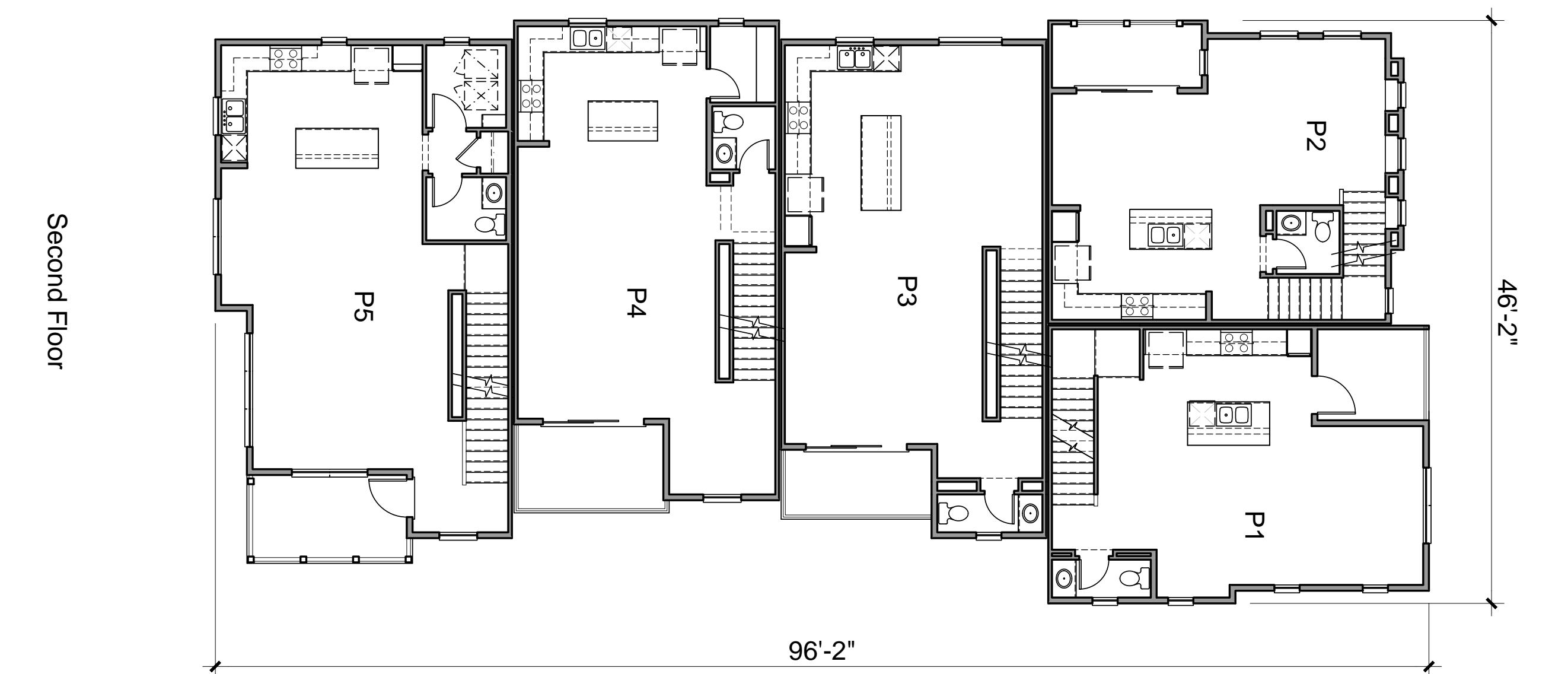
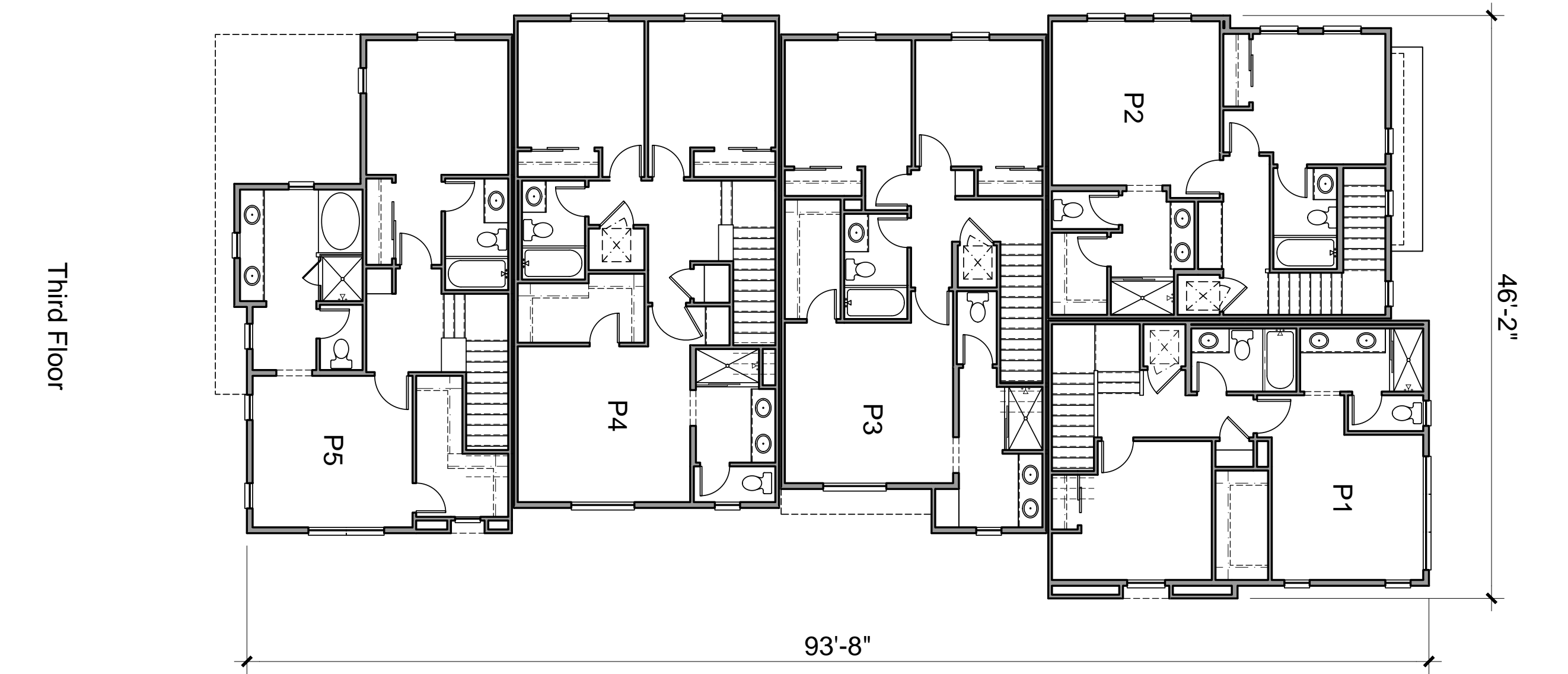
Third Floor



Second Floor



First Floor
UNIT PLAN EXAMPLE



BUILDING COMPOSITE



EXTERIOR ELEVATION EXAMPLE

SUNSET AT MELROSE HEIGHTS

- P1: 1,195 SF 2 BR/2.5 BA
- P2: 1,222 SF 2 BR/2.5 BA
- P3: 1,660 SF 3 BR+DEN/2.5 BA
- P4: 1,767 SF 4 BR/3.5 BA
- P5: 1,725 SF 3 BR/3.5 BA



SUNSET AT MELROSE HEIGHTS



SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (Agreement), effective October 16, 2023, is made by and between Preserve Calavera (Preserve) and So.Cal.Ag. Properties, Inc. and Nagata Brothers, LLC (Real Parties). Preserve and Real Parties are sometimes referred to herein each as a “Party” and together as the “Parties.”

RECITALS

- A. The Tierra Norte Project site comprises a 25.6-acre site located at 4617 and 4665 North River Road (Property).
- B. Real Parties applied to the City of Oceanside (City) for certain land use entitlements that would guide future development of the site: General Plan Amendments (GPA 13-00001 & GPA13-00004), to change the site’s land use designation from Light Industrial (LI) to Medium Density C- Residential (MDC-R); Zone Amendments (ZA13-00001 & ZA13-00008), to change the site’s zoning from Limited Industrial to Medium Density Residential – C (RMC); and Development Plans (D17-00006 & D17-00007) to adopt a Planned Block Development Overlay and text to serve as the future regulatory document for development of the site (Project).
- C. On August 24, 2022, the City Council voted to approve the Project. The Project approvals included adoption of Resolution No. 22-R0596-1, certifying a Final Environmental Impact Report (EIR), adopting findings of fact, and adopting of a mitigation monitoring and reporting program for the Project under the California Environmental Quality Act (CEQA); adoption of Resolution Nos. 22-R0597-1 and 22-R0598-1 approving the General Plan Amendments; adoption of Ordinance Nos. 22-OR0644-1 and 22-OR0653-1 approving the Zone Amendments; and adoption of Resolutions Nos. 22-R0599-1 and 22-R0600-1 approving the Development Plans (collectively, Approvals).
- D. Following the Project Approvals, Preserve filed a Verified Petition for Writ of Mandate against the City and Real Parties in the San Diego County Superior Court captioned, *Preserve Calavera v. City of Oceanside* (San Diego Case No. 37-2022-00038502-CU-WM-NC), alleging that the EIR failed to comply with CEQA and was inconsistent with the City’s General Plan and Climate Action Plan (Lawsuit).
- E. The Parties have engaged in settlement negotiations and wish to resolve their disputes concerning the Project and Approvals fully and finally on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth below.

AGREEMENT

A. Real Parties' Obligations

- 1) **Unit Count:** Real Parties agree that the housing unit count will be subject to a “hard cap” at 359 units, and further agree to waive the right that the implementing Tierra Norte project may have to a density bonus (*i.e.*, increase in units) at the Project site under the State or City density bonus law (Gov. Code, § 65915 subs. (f), (g), (h); Oceanside Zoning Ordinance, § 3032 (D)-(G)) or to any other provision of law or regulation that would otherwise allow for an increase in the number of units beyond 359.
- 2) **Height Limits:** The Parties agree that Real Parties will limit the building height for the first row of housing along the western property line to two stories.
- 3) **Edge Effects:** The Project will conform with section 3024 of the City’s Zoning Ordinance, which establishes performance standards for noise, vibration, dust and odors, glare, combustibles and explosives, radioactive materials, hazardous materials, heat and humidity, and electromagnetic interference.
 - Landscaping. The Project will comply with City regulations and requirements related to landscaping, including Sections 1050 and 3019 of the Municipal Code. This includes demonstrating compliance with Xeriscape Principles, including in the selection of plant materials for energy efficiency and drought tolerance; adaptability and relationship to Oceanside environment; color, form and pattern; ability to provide shade; soil retention, fire restrictiveness, *etc.* Planting will be maintained, including weeding and pest control. This also includes approval of irrigation plans, which will prevent edge effects related to over-irrigation.
 - Native Species/No Invasives. Real Parties agree that the Project will use native landscaping. No invasive exotic plant species will be planted. (See also Term (A) (4) below.)
 - Lighting. Project lighting will be hooded and designed to prevent spillover. In addition, the Project will conform with Section 3117 of the City’s Zoning Ordinance, which provides outdoor parking lighting not be higher than 25 feet high and require the building plans to demonstrate lighting is properly shielded and directed to prevent glare on surrounding properties or adjacent streets. The Project will comply with City’s light pollution regulations.
 - Drainage. Project drainage and storm water control facilities will be designed and installed for proper collection and disposal of surface runoff to further prevent indirect impacts to the San Luis Rey River.

- Noise. Project-related construction and operational noise levels will not exceed City standards.
 - Trash. Project trash enclosures will be located throughout the development that are animal-proof and weather-proof to prevent litter and pollutant runoff. Enclosures will be screened with coverings designed to meet current stormwater requirements and constructed with materials consistent with the architectural style of the buildings.
 - Pets. The Project Homeowners Association's (HOA) Declaration of Covenants, Conditions and Restrictions (CC&Rs) or the property owner shall include a notice making recommendations to future residents for keeping pets and pet food indoors and safe.
- 4) Landscaping:** The parties agree that Project landscaping and planting will conform to the following, which requirements shall be placed into the CC&Rs for the Project:
- a. Use native species to extent feasible.
 - b. Include tree canopy cover of at least 20%.
 - c. Prohibit the use of nonnative, invasive plant species in landscaping palettes, and invasive exotic plant species that are not to be used include those listed on the California Invasive Plan Council's Invasive Plant Inventory.
 - d. Exclude palm trees.
- 5) Bicycle/Pedestrian Connection:** Real Parties will use best efforts to convince the City to provide an easement for the purpose of allowing a trail connection between the Project site and San Luis Rey River Trail on the north side of the San Luis Rey River.
- 6) Onsite GHG Reductions:**
- Real Parties agree to reduce Project-generated GHG emissions by:
- a. Reducing the number of housing units to a maximum of 359.
 - b. Making all residential developments fully electric and prohibiting the installation of infrastructure for natural gas.
 - c. Installing solar photovoltaic consistent with the applicable Title 24, Building Energy Efficiency Standards at the time of submittal of an application for a building permit.
 - d. Installing one 220v EV charger in each private residential garage. For multi-family parking facilities, complying with the Tier 1 standards for the quantities and design attributes of EV charging receptacles and Level 2 EV supply equipment set forth in Section A4.106.8.2.1 of the Residential Voluntary Measures of the 2022 California Green Building Standards.
- 7) TDM Plan:** Real Parties' TDM Plan for the Project will be implemented by the HOA or the property owner, and will include:

- a. Providing information about the SANDAG iCommute Program and encouraging carpooling.
- b. Developing and/or promoting bicycle usage through a bike share program to help reduce vehicle usage and demand for parking by providing users with on-demand access to bikes for short-term rental, contributing to electric bicycle charging stations, contributing to bicycle infrastructure improvements, and/or disseminating a bicycle riders guide to make it easier for people to bike and walk to work.
- c. Developing and/or promoting a bicycle rider's guide.
- d. Providing pedestrian improvements such as connection from the Project site to the north side of the San Luis Rey River trail (if approved by the City), encouraging residents to walk by providing mapped walking routes, promoting walking groups; and providing incentives.
- e. Providing information about maps, routes, and schedules for public transit, and providing information about on-demand shuttle service and the Vandegrift Transit Center.
- f. The HOA or property owner shall assign a person as the TDM coordinator.
- g. The HOA or property owner will develop a transportation information packet to be shared with future residents that provides information on guidelines for bikes on transit, bike route maps, and information where to get bike training.
- h. The TDM information required by this Term (A)(7) will be included as part of the marketing or advertising materials for unit sales and/or rentals prior to sale or rent and will be made available on the HOA or property's official website. Real Parties will timely provide Preserve Calavera notice of the website address.
- i. Transit Pass Reimbursement Program:
 - i. *Establishment and Funding:* Real Parties will create and fund an exclusive reserve account or similar fund, known as the Transit Pass Fund, for the purpose of subsidizing transit passes for Project residents. Within 60 days of issuance of the first certificate of occupancy for the Project, Real Parties will make a one-time payment in the total amount of \$50,000.00 into the Transit Pass Fund (Payment). Upon Payment of the specified amount in this Term, Real Parties shall be completely and irrevocably released and discharged from any liability to Preserve with respect to the Payment. Real Parties will timely provide Preserve Calavera notice following said Payment.
 - ii. *Implementation:* The HOA or property owner will administer a Transit Pass Reimbursement Program that provides for reimbursement or payment of up to 50% of the cost of a monthly transit pass, with a limit one reimbursement monthly per household. The Transit Pass Reimbursement Program will be prominently featured and advertised on the HOA or property's official website and remain accessible to residents until the funds in the Transit Pass Fund are depleted. Once the funds are exhausted, there will be no further obligation to administer or promote the Transit Pass Reimbursement Program.

8) Noise Reductions: The Project will conform to the following to reduce noise:

- a. Construction:
 - i. Project will comply with Oceanside construction noise standards and regulations.
 - ii. No construction work will occur within 500 feet of a listed bird or raptor nest unless the City agrees to reduce these buffer widths depending on site-specific conditions (e.g., the width and type of screening vegetation between the nest and proposed activity) or the existing ambient level of activity (e.g., existing level of human activity within the buffer distance). If construction must take place within the recommended buffer widths above, the Real Parties would contact the City to determine the appropriate buffer.
 - iii. Project will post signage at all construction entrances to the site that provide the construction hours, allowable workdays, and a phone number of the job superintendent to contact for residents to log complaints about construction noise or other concerns. A log will be maintained of calls and provided to the City upon request.
 - iv. When possible, the Project will use construction equipment manufactured or modified to reduce noise and vibration emissions, such as:
 - 1. Electric instead of diesel-powered equipment; and
 - 2. Hydraulic tools instead of pneumatic tools.
 - v. Real Parties will ensure that if pneumatic impact tools and equipment are used, they will meet City noise restrictions on their use.

b. Operational:

- i. The HOA CC&Rs or the property owner will notify residents that gas-powered leaf blowers are to be prohibited.
- ii. To the extent outdoor events are held, the HOA CC&Rs or the property owner will notify residents that noise from outdoor events is restricted after 10:00 p.m.

9) Attorney's Fees: Real Parties will reimburse attorney's fees and costs incurred by Preserve in total amount of \$40,000.00. Except for this payment, each Party must bear its own costs of suit, including all attorneys' fees, incurred in the Lawsuit. All Parties expressly and knowingly waive any and all other rights to seek reimbursement of any such attorneys' fees and costs related to this Lawsuit from Real Parties, the City, Preserve, or any other person, organization, or entity. The \$40,000.00 payment shall be made by wire or check made payable to The Law Offices of Everett DeLano within 10 business days following entry of dismissal of the Lawsuit.

B. Preserve's Obligations

1) Dismissal of Lawsuit and Non-Opposition: Within 10 days of the full execution of this Agreement, Preserve shall file a request for dismissal of the Lawsuit, with prejudice,

including the entire Lawsuit and as to all parties. Preserve shall also provide Real Parties a court-conformed copy of the dismissal upon receipt from the court.

- 2) **Duty Not to Oppose Project.** Preserve, on behalf of itself and all its members, directors, and officers, agree to not object to or oppose implementation of the Project (including any subsequent approvals at any governmental level) provided the Project is consistent with the agreed upon settlement terms memorialized in this Agreement.

C. Other Terms

1) **Mutual General Releases.**

(a) Except as set forth in this Agreement, Preserve (on behalf of itself and its predecessors, successors, members, agents, employees, assigns, designees, affiliates, directors, and officers) hereby releases Real Parties and City and their respective owners, affiliates, members, officers, officials, employees, agents, predecessors, successors, assigns, assignees, successors-in-interest, principals, partners, managers, representatives, attorneys, and all persons and entities acting by, through, under or in concert with them, or any of them, from any and all claims, demands, liabilities, obligations, costs, expenses, fees, actions, and/or causes of action that Preserve has or had, except as expressly reserved herein, arising out of, or connected to, directly or indirectly, the Project, the Approvals, or the Lawsuit (including the existence, prosecution or defense thereof), whether known, unknown or suspected, and Preserve hereby waives the provisions of Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The release in this Term C.1.(a) is a separate consideration for the release contained in Term C.1.(b), and Preserve would not have executed this Agreement nor agreed to this Term C.1.(a) but for the release contained in Term C.1.(b).

(b) Except as set forth in this Agreement, Real Parties (on behalf of itself, its predecessors and successors) hereby release Preserve and its respective owners, affiliates, members, officers, employees, agents, attorneys, and all persons and entities acting by, through, under, or in concert with them, or any of them, from any and all claims, demands, liabilities, obligations, costs, expenses, fees, actions, and/or causes of action that Real Parties have or had, except as expressly reserved herein, arising out of, or connected to, directly or indirectly to the Project, the Approvals, or the Lawsuit (including the existence, prosecution or defense thereof), whether known, unknown or suspected, and Real Parties hereby waive the provisions of Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The release in this Term C.1.(b) is a separate consideration for the release contained in Term C.1.(a), and Real Parties would not have executed this Agreement nor agreed to this Term C.1.(b) but for the release contained in Term C.1.(a).

(c) Each Party expressly and knowingly waives and relinquishes all rights and benefits under that Section 1542 and any law or legal principle of similar effect in any jurisdiction, with respect to the claims released hereunder.

(d) Each of the Parties has executed this Agreement voluntarily, with full knowledge of its significance, and with the express intention of affecting the legal consequences provided by a waiver of California Civil Code section 1542.

- 2) **Exclusive Remedies.** The Parties' sole and exclusive remedy for breach of this Agreement must be an action for specific performance. In no event will any Party be entitled to monetary damages for breach of this Agreement. In addition, no legal action for specific performance can be brought or maintained until: (a) the non-breaching Party provides written notice to the breaching Party which explains with particularity the nature of the claimed breach, and (b) within thirty (30) days after receipt of said notice, the breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within such thirty (30) day period, and thereafter diligently complete the activities reasonably necessary to remedy the claimed breach.
- 3) **Governing Law; Venue.** This Agreement shall be deemed executed and delivered within the State of California; the rights and obligations of the Parties hereunder must be governed, construed and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this Agreement, its performance, and its interpretation shall be the Superior Court of California, County of San Diego.
- 4) **Cooperation.** The Parties agree to cooperate to draft and execute any documents, or to enter into any further agreements or plans, necessary or convenient to effectuate the intent of this Agreement.
- 5) **Entire Agreement.** This Agreement is entered into in full compromise of disputed claims. It is fully acknowledged by all parties hereto that execution of this Agreement and the payment of consideration and performance hereunder is not and shall not be construed as any admission of liability or wrongdoing on the part of any of the Parties hereto, and that all Parties completely and expressly deny any liability and merely

intend by their actions pursuant hereto to avoid prolonged and further litigation. This Agreement represents and contains the entire and sole agreement and understanding among the Parties hereto with respect to the subject matter of this Agreement, and supersedes any and all prior written and oral agreements and understandings.

- 6) **Assignment.** Real Parties may assign and delegate any or all of the benefits and obligations under this Agreement to any purchaser, developer, assignee, tenant, end user, etc. of the Project. Real Parties shall provide Preserve timely notice of any assignment.
- 7) **Successors in Interest; Running with the Land.** The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors, and assigns, and any purchaser or successors in interest, and such covenants include the Project Property or any part thereof, any Project approvals, and any future Project approvals. Where rights accrue to, or obligations are imposed on, Real Parties in this Agreement, such rights and obligations shall constitute a servitude running with the Property and shall run with the land. Any agreement for sale or transfer of the Project Property, or any part thereof, shall contain notice of this Agreement and shall require an assignment and assumption of the obligations contained herein to be part of the sale or transfer. Any transfer of the Project Property, or any part thereof, or any transfer of any of the rights pursuant to the Project Approvals, shall include an assignment by Real Parties and an assumption by the transferee, of all obligations contained in this Agreement. Following assignment, the assignee shall no longer be liable under this Agreement.
- 8) **Severability.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- 9) **Notice.** Any notice or communication given or permitted to be given under this Agreement must be deemed to have been given three (3) calendar days following deposit of such notice or communication in the United States mail with first class postage prepaid, certified mail return receipt requested, and addressed as follows:

If to Real Parties: So.Cal.Ag.Properties, Inc.
 c/o Greg Testa
 Testa & Associates, LLP
 1800 Thibodo Rd. Ste 200
 Vista, California 92081
 gtesta@testalaw.com

Nagata Brothers, LLC
c/o Larry Lushanko
1241 E. Mission Rd.
Fallbrook, California 92028
office@lushankolaw.com

Neil Nagata
P.O. Box 220
San Luis Rey, California 92068
neilt@pacbell.net

With a copy to: Mark J. Dillon
Gatzke Dillon & Ballance LLP
2762 Gateway Road
Carlsbad, California 92009
mdillon@gdandb.com

If to Preserve: Preserve Calavera
Attn: Diane Nygaard
5020 Nighthawk Way
Oceanside, California 92056

With a copy to: Everett DeLano
DeLano & DeLano
104 W. Grand Avenue, Suite A
Escondido, California 92025
Everett@delanoanddelano.com

10) Further Assurances. The Parties shall act in good faith and shall take all further actions reasonably necessary to effectuate the letter and the spirit of this Agreement.

11) No Obligation to Develop. Nothing in this Agreement obligates Real Parties to proceed with development of the Project, and the Parties acknowledge that the decisions of whether or not to proceed with such development, and the timing of such development, are solely within Real Parties' discretion. Real Parties' election to not proceed with development of the Project shall have no effect upon Real Parties' obligation to pay Preserve the Attorney's Fees as required by Term A(9) of this Agreement.

12) Advice of Counsel; Joint Preparation. This Agreement was prepared by all Parties, and no Party shall be deemed the drafter or have any ambiguities construed against it. Each Party and each person signing this Agreement represents that it has been advised to consult with, and has consulted with its own independent attorney regarding the meaning and consequences of signing this Agreement. Each Party represents that it has read and understands this Agreement and any attached exhibits, and has entered into and signed this Agreement freely and voluntarily without duress, fraud, undue influence or coercion.

13) Interpretation, and Captions. The captions, titles and heading in this Agreement are inserted for convenience and are not a substantive part of this Agreement.

- 14) Modification.** No modification or amendment of this Agreement shall be binding unless in writing and signed by all Parties.
- 15) No Admission of Liability.** This Agreement is a compromise of disputes and claims and nothing herein shall be deemed or construed to be an admission or concession of any liability whatsoever on the part of any person, organization, company, association, or entity. All Parties expressly deny liability as to all such disputes and claims and intend merely to end and avoid litigation and resolve disputes with respect thereto. Neither this Agreement nor evidence of any negotiations in connection therewith shall be offered or received in evidence or used in any way at any trial or other action or proceeding except to enforce the terms and provisions hereof.
- 16) Force Majeure.** The Parties shall not be responsible or liable for any failure or delay in the performance of their obligations pursuant to this Agreement arising out of or caused by, directly or indirectly, forces beyond the reasonable control of the Parties, including, without limitation, fire, explosion, flood, acts of war or terrorism, pandemics, strikes, and riots, provided that the Parties use commercially reasonable efforts to avoid or remove such causes of non-performance and promptly continues performance under this Agreement whenever such causes are removed.
- 17) No Third-Party Beneficiaries.** The rights contained in this Agreement belong solely to the Parties and to any assignee. No other person or entity shall have any rights under this Agreement.
- 18) IRS Form W-9 Requirement.** Prior to receiving funds pursuant to this Agreement, Preserve shall deliver to Real Parties a completed Internal Revenue Service Form W-9 for DeLano and DeLano.
- 19) Authorization.** Each individual signing this Agreement represents and warrants that he or she has been authorized to do so by proper action of the party on whose behalf he or she has signed, and no other or further consent or signature is required.
- 20) Counterparts and Electronically-Delivered Signatures.** This Agreement may be executed in any number of counterparts each of which must be deemed an original and all of which must constitute one and the same agreement, with the same effect as if all parties had signed the same signature page. The Agreement may be executed by electronically-delivered signatures. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. Any copy of this Agreement bearing original or electronically-delivered signatures may be used to establish the contents and valid execution of this Agreement.
- 21) Effective Date.** This Agreement shall be effective as of the date set forth in the introductory paragraph of this Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as follows:

So. Cal. Ag. Properties, Inc.

By: Jay Kaw
Name: Jay Kawano
Title: President / owner
Date: 10-16-23

Nagata Brothers, LLC

By: _____
Name: _____
Title: _____
Date: _____

Preserve Calavera

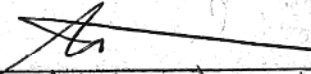
By: Diane Nygaard
Name: Diane Nygaard
Title: President
Date: 10/13/23

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as follows:

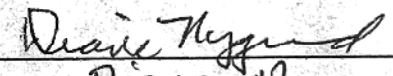
So. Cal. Ag. Properties, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Nagata Brothers, LLC

By:  _____
Name: Neil Nagata
Title: Managing member
Date: 10/13/2023

Preserve Calavera

By:  _____
Name: Diane Nygaard
Title: President
Date: 10/13/23

ITEM 2





Developer's Conference (Pre-Application) Request Form

Development Services Department, Planning Division
300 N. Coast Hwy, Oceanside, CA 92054, (760) 435-4373

General Information

Project/Property Address: SE corner of Sunset Drive and Sky Haven Lane, SE corner

Assessor's Parcel Number: 168-020-064, 168-030-045 Lot Area (acres or SF): 7.78 acres

Existing Use: vacant land zoned R- HD

Brief Description of Proposal:

200 apartment homes, 15% (25 units) of which will be designated affordable, and 175 market rate. This a density bonus application.

Property Owner & Applicant Information

Owner Name: Multi-Family Investment Partners 3, LP (Alliance Development Services)

Phone Number & E-Mail Address: 619-247-7207 jwait@all-dev.com

Applicant Name: Alliance Development Services

Phone Number & E-Mail Address: 858-705-0242 jmcmenamin@all-dev.com

To be completed if the Applicant is not the Property Owner:

I authorize the applicant indicated above to submit the application on my behalf: _____

Signature of Property Owner
(or attach a Letter of Authorization)

Requested Meeting Date/Time (please provide 2 options)

1st choice date: June 26 Time preference: 9:30 am 10:30 am either

2nd choice date: July 10 Time preference: 9:30 am 10:30 am either

Requested Divisions to Attend (Planning attends all meetings)

Building Fire Water Engineering Transportation Solid Waste Other _____

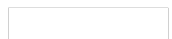
Email the following PDF documents to PlanningStaff@oceansideca.org:

- Project description letter
- Regional and vicinity maps (e.g. Google Maps aerial)
- Conceptual site plans and elevations

To be completed by City staff:

Assigned meeting date: June 26, 2024 Time: 10:30 am

Assigned Project Planner: Rob Dmohowski



Development Plan Proposal for 200 Apartment Homes in Oceanside

Prepared for the City of Oceanside

Project Description: Alliance Development Services presents a development plan for the construction of 200 apartment homes on a 7.78-acre site in Oceanside. Of these, 15% will be designated as low-income affordable housing, in compliance with State Law Density Bonus Regulations. The site falls under Residential High-Density zoning, allowing for 21.0 to 28.9 dwelling units per acre, with a base density of 21.0 dwelling units per acre or 163 base density units. Through the provision of 15% low-income affordable units, a density bonus of 27.5% of the base density, equivalent to 25 units, is granted.

Compliance: The proposed plan adheres to State and City of Oceanside density bonus requirements and is within the existing zoning and General Plan land use parameters. Previous approvals for 48 townhome units have been obtained, with plans for necessary public improvements already in progress.

Clarifications Sought: During the Developers Conference, several points will be clarified:

1. Breakdown of the total 200 apartment homes, comprising 175 market-rate units and 25 low-income affordable units.
2. Alignment of the 25 low-income affordable units with the city's future Regional Housing Needs Allocation (RHNA) requirements.
3. Explanation of the "by right" entitlement decision process.
4. CEQA (California Environmental Quality Act) process for approval, including infill exemption qualification, necessary technical analysis, scope of services, and timeframe.
5. Parking requirements and provisions for the development.
6. Discussion on mitigating potential risks associated with the Sky Haven landslide.
7. Exploration of the City Enhanced Infrastructure Financing District for funding offsite infrastructure, alongside other potential financing options for necessary improvements.

Project Parameters:

Land Area: 7.78 acres

Units per Acre Base Density: 21

Allowable Units: 163.38 (rounded to 164)

Number of Low-Income Units: 24.60 (15% of total)

Density Bonus: 27.5%

Density Bonus Units: 45.1 (rounded to 46)

Total Units (Allowed): 210

Market Rate Units (Allowed): 185

Low-Income Units: 25

Proposed Units:

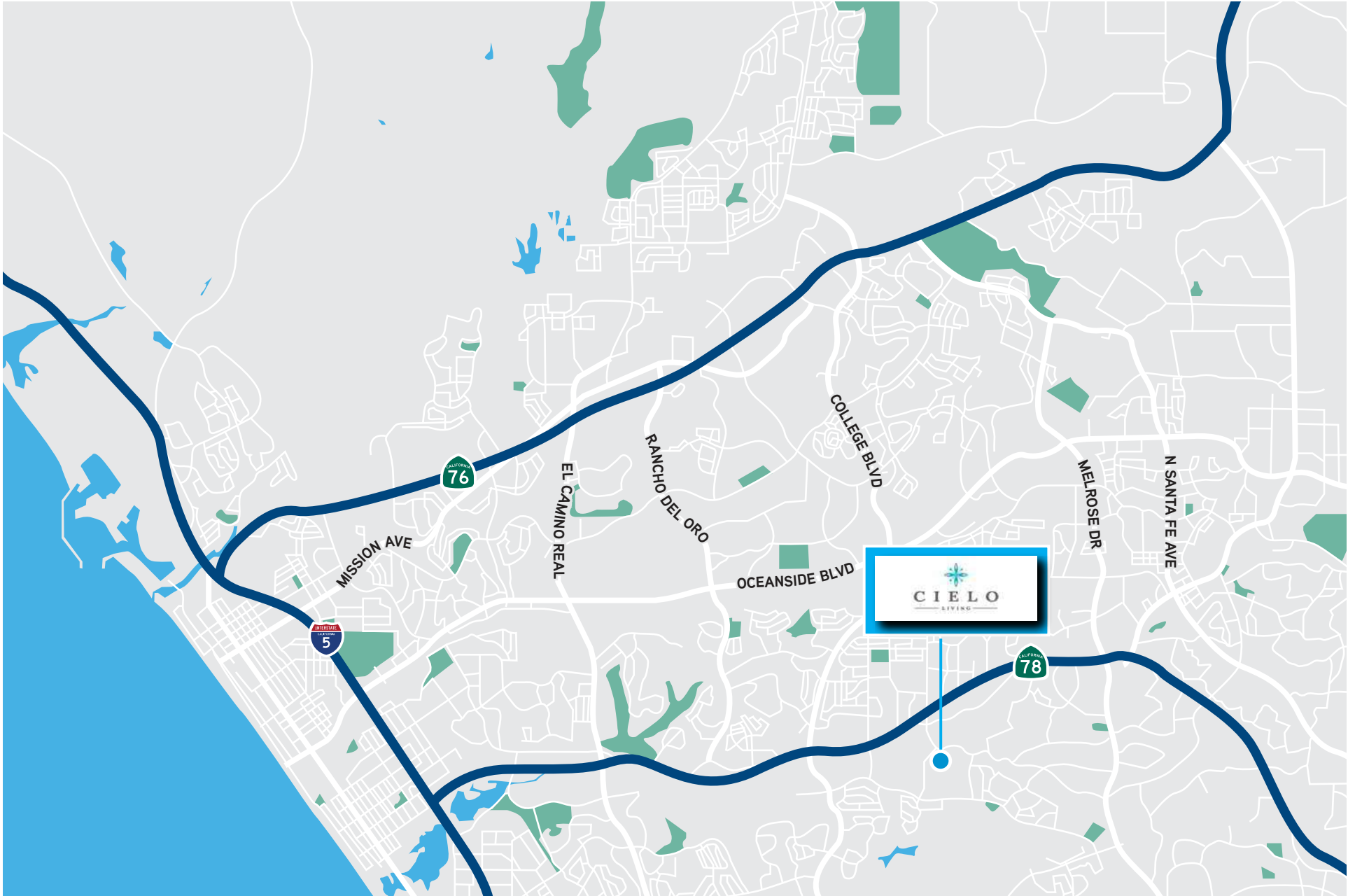
Total: 200

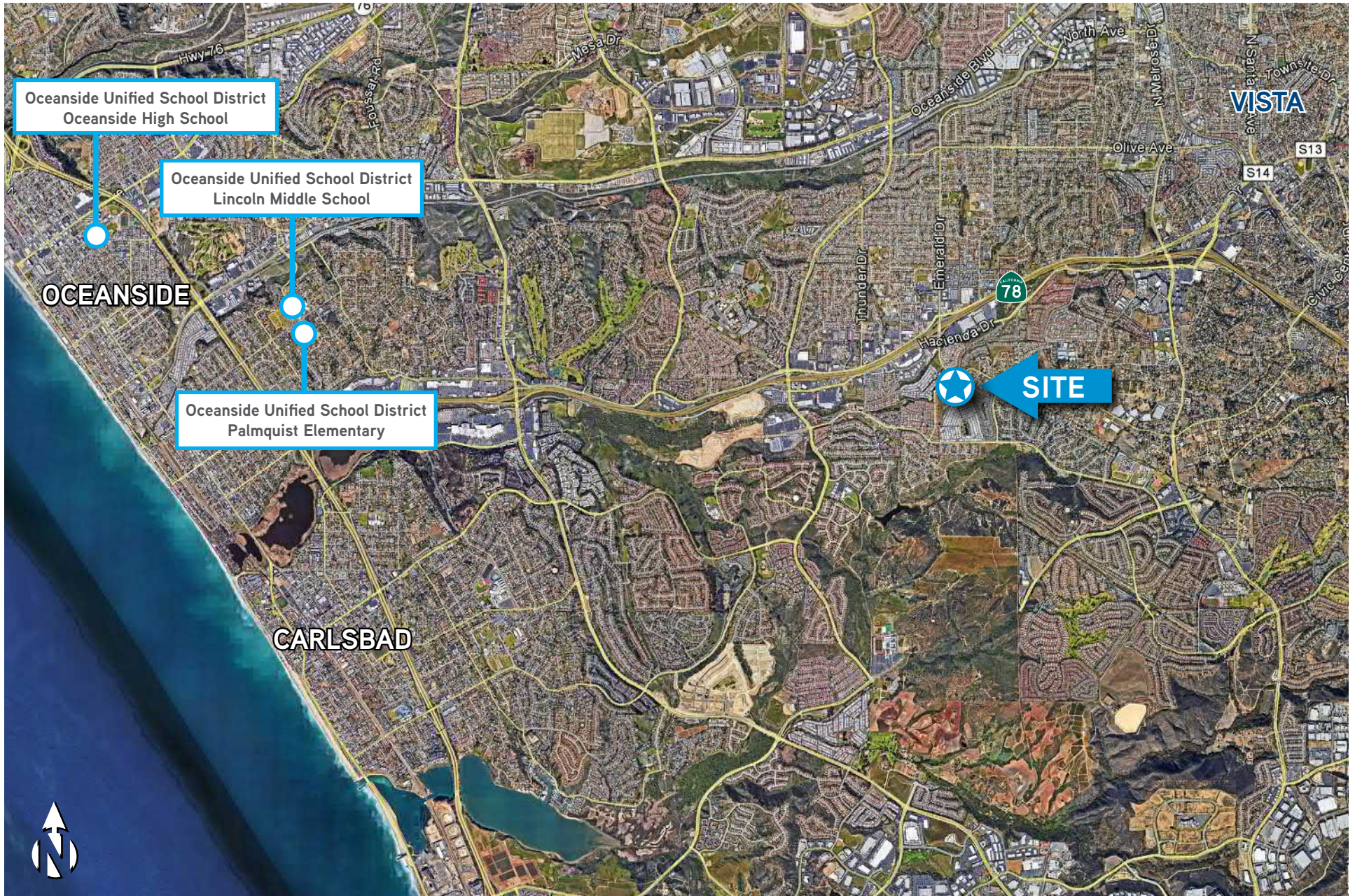
Affordable (Low-Income): 25

Market Rate: 175

This proposal aligns with the city's housing needs, regulatory requirements, and environmental considerations, while aiming to enhance the community through the provision of diverse housing options. Further discussions and clarifications will ensure a comprehensive understanding of the project's implications and benefits for the City of Oceanside.

Locator Map







CIELO LIVING

4 STORY HYTUCK WITH PARTIAL BASEMENT

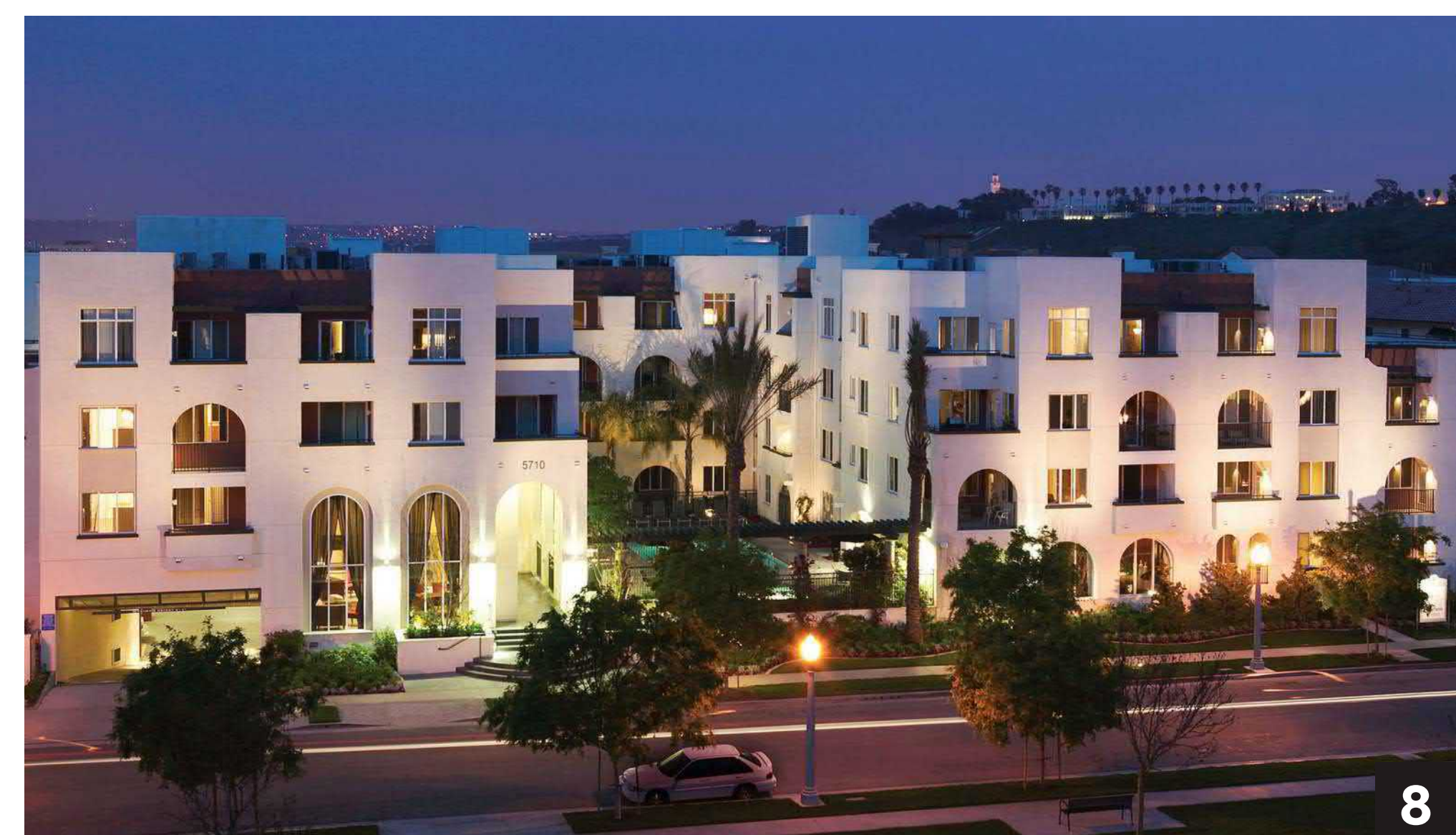
TOTAL UNITS	200	UNITS
SITE (GROSS NET)	7.82 4.54	AC
DENSITY (GROSS NET)	26 44	DU/AC

UNIT TYPE	BUILDING UNIT COUNT			PRKG REQ/DBL		PRKG PROVIDED	
	TOTAL	AVE SF ±	MIX %	RATIO	QTY	RATIO	QTY
STUDIO	19	600	10%	1.00	19	1.00	19
1BR	115	700	58%	1.00	115	1.22	140
2 BR	66	978	33%	1.50	99	2.00	132
TOTAL	200	782	100%	1.37	273	1.66	331

ASSUMPTIONS

ASSUMING DENSITY BONUS LAW FOR PARKING, O.S., HEIGHT REDUCTIONS















THANK YOU