

5-000 APPENDICES

This section contains list of fees, submittal requirements and names of government officials. This portion of the manual is subject to rather frequent changes. Rather than recertify the subdivision manual each time a change in one or more of the lists occur, it is proposed that only the appendix be modified and presented to the City Council for approval.

5-100 DEPOSIT/FEE SCHEDULE

This section contains list of fees, submittal requirements and names of government officials. This portion of the manual is subject to rather frequent changes. Rather than recertify the subdivision manual each time a change in one or more of the lists occur, it is proposed that only the master fee schedule be modified and presented to the City Council for approval.

5-101 Plan Check Deposit Schedule

Please see the Master Fee Schedule (Chapter 11)

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5-200 SUBMITTAL REQUIREMENTS (NOTE – This schedule is affective January 1, 1998. To determine if this is the current schedule, call (619) 691-5021)

5-201 Blueline and Mylar Submittals

<u>TYPE OF SUBMITTAL</u>	<u>PURPOSE</u>	<u>SUBMITTAL REQUIREMENTS</u>
TENTATIVE PARCEL MAP	PRELIMINARY REVIEW	2 BLUELINES
TENTATIVE PARCEL MAP	OFFICIAL SUBMITTAL	20 BLUELINES & 1 SEPIA
TENTATIVE PARCEL MAP	REVISED	2 BLUELINES & SEPIA
FINAL PARCEL MAP	FIRST SUBMITTAL	8 BLUELINES
FINAL PARCEL MAP	SUBSEQUENT SUBMITTALS	4 BLUELINES
RECORDED PARCEL MAP	COMPLETE PROCESS	1 MYLAR & 1 BLUELINE
TENTATIVE MAP	PRELIMINARY REVIEW	3 BLUELINES
TENTATIVE MAP	OFFICIAL SUBMITTAL	20 BLUELINES & 1 SEPIA 28 8½ x 11 REDUCTIONS
CONDO CONVERSION		20 BLUELINES & 1 SEPIA 28 8½ x 11 REDUCTIONS
FINAL MAP	FIRST SUBMITTAL	8 BLUELINES
FINAL MAP	SUBSEQUENT SUBMITTALS	4 BLUELINES
RECORDED FINAL MAP	COMPLETE PROCESS	4 BLUELINES & 1 MYLAR
IMPROVEMENT PLANS	FIRST SUBMITTAL	12 BLUELINES
IMPROVEMENT PLANS	SUBSEQUENT SUBMITTALS	2 BLUELINES
IMPROVEMENT PLANS	AFTER APPROVAL	6 BLUELINES, 1 MYLAR, 2 REDUCED COPIES (11"x17")
IMPROVEMENT PLANS	REVISIONS FOR CHECKING	2 BLUELINES
IMPROVEMENT PLANS	APPROVED REVISIONS	6 BLUELINES & 1 MYLAR
IMPROVEMENT PLANS	AS-BUILTS	1 BLUELINE & 1 MYLAR
GRADING PLANS	FIRST SUBMITTAL	12 BLUELINES
GRADING PLANS	SUBSEQUENT SUBMITTAL	2 BLUELINES
GRADING PLANS	AFTER APPROVAL	6 BLUELINES 1 MYLAR, 2 REDUCED COPIES (11"X17")
GRADING PLANS	REVISIONS FOR CHECKING	2 BLUELINES
GRADING PLANS	AS-BUILTS	1 MYLAR
LANDSCAPE & IRRIGATION	ALL PLAN CHECK SUBMITTALS	4 BLUELINES
LANDSCAPE & IRRIGATION	APPROVED	3 BLUELINES & 1 MYLAR

PLEASE REVIEW OTHER SIDE

5-202 First Submittal Packages

5-202.1 Tentative Subdivision Maps

- (1) Plan Check Deposit per Section 5-101
- (2) Bluelines, etc. per Section 5-201
- (3) Notification Letters per Sections 2-100 & 2-200
- (4) Preliminary Title Report

5-202.2 Final Subdivision Maps

- (1) Plan Check Deposit per Section 5-101
- (2) Bluelines per Section 5-201
- (3) Traverse Calculations
- (4) Preliminary Title Report
- (5) Subdivision Guarantee
- (6) Reference maps & deeds

5-202.3 Improvement Plans

- (1) Plan Check Deposit per Section 5-101
- (2) Bluelines per Section 5-201
- (3) Hydraulic Report including dry lane calculations
- (4) Construction Cost Estimate

5-202.4 Grading Plans

- (1) Plan Check Deposit per Section 5-101
- (2) Bluelines per Section 5-201
- (3) Hydrology Report
- (4) Soils Report prepared pursuant to the City of San Diego's latest adopted "Guidelines for Geotechnical Reports"
<http://www.sandiego.gov/development-services/industry/pdf/geoguidelines.pdf>) as determined by the City Engineer
- (5) Grading Cost Estimate
- (6) Landscape & Improvement bluelines per Section 5-201

5-202.5 See table 5-202.5 for Plan and Bond requirements

5-203 Submittal Times & Days

5-203.1 FIRST SUBMITTALS

- (1) Must be submitted by Engineer of Work
- (2) Allow minimum 1 hour for check in
- (3) Submittals made by runner or not on the days at times specified will not be accepted
- (4) Accepted by appointment with Plan Checker only.

5-203.2 SUBSEQUENT SUBMITTALS

- (1) Must be submitted by Engineer of Work unless approved by plan checker
- (2) Submittals made by runner without consent of plan checker will not be accepted

PLEASE REVIEW OTHER SIDE

5-203.3 PLAN/BONDING REQUIREMENTS

SUBDIVISION TYPE	GRADING PLANS	IMPROVEMENT PLANS	BONDING REQUIREMENTS
SINGLE FAMILY RESIDENCE – PUBLIC STREETS	REQUIRED	REQUIRED	FULL BONDING REQUIRED
SINGLE FAMILY RESIDENCE – PRIVATE STREETS	REQUIRED	REQUIRED	BONDING REQUIRED FOR PUBLIC FACILITIES
CONDOMINIUM	REQUIRED	REQUIRED	BONDING REQUIRED FOR PUBLIC FACILITIES
APARTMENT	REQUIRED	Applicant may choose to process improvement plans or process site work with a building permit	If Applicant chooses to process Improvement Plans BONDING REQUIRED FOR PUBLIC FACILITIES
COMMERCIAL/ INDUSTRIAL	REQUIRED	Applicant may choose to process improvement plans or process site work with a building permit	BONDING REQUIRED FOR GRADING/LI/ PUBLIC FACILITIES
PUBLIC IMPROVEMENT WITHIN PRIVATE DEVELOPMENT	REQUIRED	REQUIRED	FULL BONDING REQUIRED

BOND SUBSTITUTIONS

Any project that changes ownership may substitute new bonds listing the new owner as principal for the existing bonds with an assignment agreement approved by the City. Any project that changes ownership via the trust deed must provide new bonds for the project prior to the next ministerial or discretionary action on the project or the City may initiate a reversion to acreage.

5-300 Standardized Tentative Map Conditions

All subdivisions must comply with the City's standard Tentative Map conditions approved by City Council with Resolution 2010-278 in addition to any site specific Tentative Map conditions of development outlined with the Resolution approving the Tentative Map. The following is a list of the City's Standard Tentative Map conditions.

STANDARD CONDITIONS OF APPROVAL

Unless otherwise specified or required by law: (a) the conditions and Code requirements set forth below shall be completed prior to the related final map as determined by the Director of Development Services and the City Engineer (b) unless otherwise specified, "dedicate" means grant the appropriate easement, rather than fee title. Where an easement is required the applicant shall be required to provide subordination of any prior lien and easement holders in order to ensure that the City has a first priority interest and rights in such land unless otherwise excused by the City. Where fee title is granted or dedicated to the City, said fee title shall be free and clear of all encumbrances, unless otherwise excused by the City.

Should conflicting wording or standards occur between these conditions of approval, any conflict shall be resolved by the City Manager or designee.

GENERAL/PRELIMINARY

1. All of the terms, covenants and conditions contained herein shall be binding upon and inure to the benefit of the heirs, successors, assigns and representatives of the Applicant as to any or all of the Property. (Development Services)
2. The Applicant shall comply with all requirements and guidelines of the City of Chula Vista General Plan; the Chula Vista Municipal Code; the City's Growth Management Ordinance; Chula Vista Landscape Manual, the Chula Vista Subdivision Manual; the Chula Vista Design and Construction Standards; Chula Vista Greenbelt Master Plan; the relevant General Development Plan, the relevant Sectional Planning Area Plan (SPA) or Precise Plan; the relevant Public Facilities Financing Plan and Air Quality Improvement Plan; the Chula Vista Development Storm Water Manual; the Water Conservation Plan; and applicable Chula Vista City Council policies, all as amended from time to time, unless specifically modified by the Director of Development Services. (Development Services)
3. If any of the terms, covenants or conditions contained herein shall fail to occur or if they are, by their terms, to be implemented and maintained over time, if any of such conditions fail to be so implemented and maintained according to their terms, the City shall have the right to revoke or modify all approvals herein granted including issuance of building permits, deny, or further condition the subsequent approvals that are derived from the approvals herein granted, institute and prosecute litigation to compel their compliance with said conditions or seek damages for their violation. The applicant shall be notified 10 days in advance prior to any of the above actions being taken by the City and shall be given the opportunity to remedy any deficiencies identified by the City. (Development Services)

4. Applicant shall indemnify, protect, defend and hold the City harmless from and against any and all claims, liabilities and costs, including attorney's fees, arising from CEQA challenges and subsequent environmental review for the Project and any or all entitlements and approvals issued by the City in connection with the Project. (Development Services)
5. The Applicant shall agree to defend, indemnify and hold harmless the City and its agents, officers and employees, from any claim, action or proceeding against the City, or its agents, officers or employees, to attack, set aside, void or annul any approval by the City, including approval by its Planning Commission, City Council or any approval by its agents, officers, or employees with regard to this subdivision pursuant to Section 66499.37 of the State Map Act provided the City promptly notifies the Applicant of any claim, action or proceeding and on the further condition that the City fully cooperates in the defense. (Development Services)
6. Applicant shall ensure that all franchised cable television companies ("Cable Company") are permitted equal opportunity to place conduit and provide cable television service to each lot within the subdivision. Applicant agrees that the City of Chula Vista may grant access to cable companies franchised by the City of Chula Vista to place conduit within the City's easement situated within the Project. Applicant shall restrict access to the conduit to only those franchised cable television companies who are, and remain in compliance with, all other rules, regulations, ordinances and procedures regulating and affecting the operation of cable television companies as same may have been, or may from time to time be issued by the City of Chula Vista. (Development Services)
7. The Applicant shall agree to hold the City harmless from any liability for erosion, siltation, habitat impact, or increased flow volume or discharge rate resulting from this project. (Development Services)
8. The Applicant shall implement, to the satisfaction of the Director of Development Services, all environmental impact mitigation measures identified in the project's EIR, or Mitigated Negative Declaration, the CEQA Findings and Mitigation Monitoring and Reporting Program. (Development Services)
9. Prior to any activity that may potentially impact biological resources, such as grading, clearing and grubbing, or maintenance activities, the Applicant shall comply with all applicable requirements of the California Department of Fish and Game, the California State Water Resources Quality Control Board, the U.S. Fish and Wildlife Service and the U.S. Army Corps of Engineers. (Development Services)

The Applicant shall comply with the approved City of Chula Vista MSCP Subarea Plan, as applicable for the Project and shall apply for and receive a take permit/authorization from either the U.S. Fish and Wildlife Service and California Department of Fish and Game, or the City of Chula Vista, as applicable. (Development Services)

PUBLIC FACILITIES, UTILITIES, IMPROVEMENTS AND PHASING (Streets, Transit, Sewer, Water, Drainage, Grading)

10. The Applicant shall install public facilities in accordance with the Public Facilities Finance Plan (PFFP) or phased development as applicable and as may be amended from time to time or as required by the City Engineer to meet threshold standards adopted by the City of Chula Vista. At the Applicant's request, the City Engineer and Director of Development Services may, at their discretion, modify the sequence, schedule, alignment and design of improvement construction should conditions change to warrant such a revision. (Development Services)

11. Applicant shall dedicate, with the applicable final map, for public use all the public streets shown on the tentative map within the subdivision boundary. Prior to the approval of the first map, the applicant shall construct or enter into an agreement to construct and secure all street improvements as necessary to mitigate the impacts of the project as required by the relevant PFFP or Environmental document. The Applicant shall construct the public improvements and provide security satisfactory to the City Engineer and City Attorney. (Development Services)

Prior to the approval of a final map which requires over sizing of the improvements necessary to serve other properties, applicant shall install all necessary improvements to serve the project plus the necessary over sizing of facilities required to serve such other properties to the satisfaction of the City Engineer (in accordance with the restrictions of state law and City ordinances). (Development Services)

Applicant shall construct a protective fencing system around all proposed permanent detention basins, and the inlets and outlets of storm drain structures, as and when directed by the City Engineer concurrent with the construction of the drainage facility. The final fencing design and types of construction materials shall be subject to approval of the City Engineer. (Development Services)

Prior to approval of each final map, Applicant shall acquire and then grant to the City all applicable off-site rights-of-way and easements necessary for the installation of required street improvements and/or utilities. (Development Services)

12. The amount of the security for any required improvements not constructed at the time of the final map shall be 110% times a construction cost estimate approved by the City Engineer if improvement plans have been approved by the City, 150% times the approved cost estimate if improvement plans are being processed by the City or 200% times the construction cost estimate approved by the City Engineer if improvement plans have not been submitted for City review. A lesser percentage may be required if it is demonstrated to the satisfaction of the City Engineer that sufficient data or other information is available to warrant such reduction. (Development Services)

13. At the time and in the manner determined by City Engineer the Applicant shall install all underground conduits, improvements, standards and luminaries for streetlights and traffic signals in conjunction with the construction of the applicable street improvements. In addition, the applicant shall install mast arm, signal heads, and associated equipment when traffic signals warrant as determined by the City Engineer. (Development Services)

14. Applicant shall obtain the approval of the City Engineer for striping plans for all collector or higher classification streets simultaneously with the associated improvement plans. (Development Services)

FIRE

15. The Applicant shall comply with the Fire Department's standard details, guidelines, codes and policies for Fire Prevention, as may be amended from time to time. Prior to the issuance of any building permit(s) for the Project, the Applicant shall provide the following items prior to delivery of combustible materials on any construction site on the Project:

Water supply consisting of operational and tested fire hydrants as approved and indicated by the Fire Department during plan check to the satisfaction of the Fire Department. Any temporary water supply source is subject to prior approval by the Fire Marshal.

Emergency vehicle access consisting of a minimum first layer of hard asphalt surface or concrete surface, with a minimum standard width of 20 feet.

Street signs installed to the satisfaction of the Department of Public Works. Temporary street signs shall be subject to the approval of the Department of Public Works and Fire Department. Locations and identification of temporary street signs shall be subject to review and approval by the Department of Public Works and Fire Department. (Fire, Development Services)

Applicant shall obtain the approval of the City's Fire Marshal for the timing of construction of all internal streets in the Project. Production units require the installation of permanent streets, water supply and street signs, and only model homes can have temporary access, water supply and street signs. (Fire, Development Services)

16. Applicant shall construct a temporary turnaround or street improvements, upon the request of and as determined necessary by the City Engineer and Fire Marshal, at the end of temporarily stubbed streets greater than 150 ft. in length (as measured from the nearest street centerline intersection) when construction of the ultimate facility is phased. (Development Services)
17. Prior to the approval of the first map, the Applicant shall enter into an agreement to secure and install Chula Vista transit stop facilities within the tentative map boundary at a frequency of 1 transit stop on each side of the street for each 1/2 mile of non residential streets within the project to the satisfaction of the Director of Public Works.
 - a. Prior to the approval of the first final map proposing construction of private utilities in the right of way the Applicant shall enter into an agreement with the City where the Applicant agrees to the following:
 - i. Apply for an encroachment permit for installation of the private facilities within the public right-of-way; and,
 - ii. Maintain membership in an advance notice such as the USA Dig Alert Service; and,

- iii. Mark out any private facilities owned by the Applicant whenever work is performed in the area; and,
 - iv. The terms of this agreement shall be binding upon the successors and assigns of the Applicant.
- b. Shutoff devices as determined by the City Engineer are provided at those locations where private facilities traverse public streets. (Development Services)
18. Prior to issuance of any grading permit based on plans proposing the creation of down slopes adjacent to public or private streets, Applicant shall obtain the City Engineer's approval of a study to determine the necessity of providing guardrail improvements at those locations. Applicant shall construct and secure any required guardrail improvements in conjunction with the associated grading and/or construction permit as determined by and to the satisfaction of the City Engineer. The guardrail shall be installed per CalTrans Traffic Manual and Roadside Design Guide requirements to the satisfaction of the City Engineer. (Development Services)

GRADING AND DRAINAGE

19. Prior to approval of any final map that proposes to modify a National Flood Insurance Program Maps for the project, Applicant shall obtain the approval of a the Federal Emergency Management Agency (FEMA) of a Conditional Letter of Map Revision (CLOMR) for the proposed change. The Applicant shall also enter into an agreement that the grading bond shall not be reduced or released until such time as FEMA has approved the LOMR for the project. (Development Services)
20. Prior to the issuance of any grading permit which impacts off-site property, the applicant shall deliver to the City, a notarized letter of permission to grade and drain for all off-site grading. (Development Services)
21. Applicant shall provide improved all-weather access with H-20 loading to all public storm drain clean-outs or as otherwise approved by the City Engineer. (Development Services)
22. Provide a minimum of 6-inch thick PCC (reinforced with #4 BAR at 18" on center each way) designed for H-20 loading and heavy broom finish for those access road to retention/detention basins with grades of 10% or greater. All other access roads must be asphalt concrete designed to carry H-20 loading. In addition, maintenance pads adjacent to the inlet structures shall be a minimum of 6-inch PCC (reinforced with #4 bar at 18" on center each way) designed for H-20 loading with a heavy broom finish. (Development Services)
23. The Applicant shall comply with all requirements of applicable National Pollutant Discharge Elimination System (NPDES) permits such as the General Construction Permit (NPDES No. CAS000002), the Municipal Permit (NPDES No.

CAS0108758), or the General Industrial Permit (NPDES No. CAS000001).
(Development Services)

24. Storm drain clean outs shall not be located on slopes or in inaccessible areas for maintenance equipment. Public storm drains shall be installed as close to perpendicular to the slope contours as possible but in no case greater than 15 degrees from perpendicular to the contours. (Development Services)
25. Prior to issuance of the Project's first mass grading permit, Applicant shall provide a study showing that the proposed quantities of earthwork will balance for each phase. (Development Services)
26. Applicant shall enter into a maintenance agreement prior to the issuance of any grading permit to secure the maintenance of drainage related facilities including but not limited to the removal of silt from any temporary or permanent basins, the repair of any downstream erosion, and to provide any resource agency permits necessary for said maintenance. The agreement shall be in a form acceptable to the City Attorney and the Director of Development Services and shall be for a minimum term of the construction period and five years thereafter. The construction period is herein defined as the period during which all building permits tributary to the basin have not been finalized. If any drainage facilities are to be maintained by the City the agreement shall identify a perpetual funding mechanism and shall require the developer to provide new resource agency permits for maintenance at the time of turnover to the City. Further, the agreement shall require the developer provide a survey signed and sealed by a registered Land Surveyor every two years demonstrating that all basins are built to the lines and grades of the approved plans. The security for this maintenance agreement shall be based on a five-year maintenance estimate approved by the City Engineer with the first year being in cash and the subsequent four years in a bond or other type security acceptable to the Director of Finance and the City Engineer. (Development Services)
27. Prior to installation of base paving and placement of curb and gutter form work related to approved construction plans the Applicant shall demonstrate, to the City Engineer's satisfaction that highly expansive fill soils (with an expansion index over 90) are not within the upper five feet of any public right of way or public easement. Applicant shall selectively grade fill soils with an expansion index above 90 within the upper five feet of any public right of way or propose an alternate method to mitigate expansive soils. Said alternate method shall be subject to the approval of the City Engineer prior to placement of curb and gutter, sidewalk or aggregate base. Additionally, any formational materials within three feet of sub grade shall be tested for expansion, and replaced with a soil satisfactory to the City Engineer. (Development Services)
28. Prior to approval of a grading permit for the construction of a proposed naturalized channel and/or detention, Applicant shall accomplish the following:
 - a. Prepare a maintenance program of all the proposed drainage and water quality treatment facilities in the channel or basin, including but not limited to naturalized channel, wetlands restoration areas, detention basins, and water

quality treatment facilities. The maintenance program shall include, but not be limited to: a) a plan describing the inspection, operation and maintenance of the drainage and water quality treatment facilities; b) an estimate of the cost of such operation and maintenance activities; and c) a funding mechanism and schedule for financing the maintenance program. Said maintenance program shall be subject to approval by the City Engineer.. The applicant shall be responsible for obtaining the approval of the maintenance program from all applicable federal and state agencies.

- b. Enter into an agreement with the City of Chula Vista and the applicable resource agencies wherein the parties agree to implement the maintenance program.
- c. Enter into an agreement with the City of Chula Vista, wherein Applicant agrees to the following:
 - i) Provide for the maintenance of all proposed drainage and water quality treatment facilities, including but not limited to the naturalized drainage channel, wetlands restoration areas as allowed by the resource agencies, detention basins, and water quality treatment facilities until the latter to occur of: (a) maintenance of such facilities is assumed by the City, open space district or Master Homeowner's Association, or; (b) the City determines all erosion protection plantings are adequately established, or runoff treatment or detention are no longer necessary. Maintenance activities shall be conducted in accordance with the project's approved Inspection, Operation, and Maintenance Plan, or as approved by the City Engineer.
 - ii) Provide for the removal of silt, trash, and overgrown vegetation from all proposed drainage and water quality treatment facilities, including but not limited to the naturalized drainage channel, wetlands restoration areas as allowed by resource agencies, detention basins, and water quality treatment facilities until all upstream grading of the area contained within the Project is completed and all erosion protection planting is adequately established, or runoff treatment or detention are no longer necessary as determined by the City Engineer.
 - iii) Provide for the removal of silt, trash, and overgrown vegetation resulting from all proposed drainage and water quality treatment facilities in Salt Creek, including but not limited to the naturalized drainage channel, wetlands restoration areas as allowed by the resource agencies, detention basins, and water quality treatment facilities, attributable to the Project, for a minimum period of five years after maintenance of such facility is accepted by the City or an appropriate Maintenance District.
 - iv) In the event that maintenance responsibility for any drainage detention, or water quality treatment facility is transferred to the City or any other entity, such facility shall be free of silt, trash, and overgrown vegetation,

in good working order and functional as designed at the time of said transfer.

v) Obtain all necessary environmental permits from environmental resource agencies before conducting the above referenced activities.

d. Applicant shall provide security, satisfactory to the City Engineer, guaranteeing the performance of the aforementioned maintenance and siltation removal obligations. (Development Services)

SEWER

29. Applicant shall grant on the appropriate final "B" Map a 20-foot minimum sewer and access easement for sewer lines located between residential units unless otherwise directed by the City Engineer. (Development Services)

PARKS AND OPEN SPACE

30. Prior to the approval of the first Final B Map for a Projects over 50 acres, the applicant shall prepare and submit to the Director of Development Services a comprehensive "Project Landscape Master Plan". The Landscape Master Plan shall be approved prior to the issuance of the first construction permit for the project. The contents of the Landscape Master Plan shall contain the following major components unless waived by the Director of Development Services: (Development Services)

- a. Landscape Concept (includes landscape concept statement)
- b. Master Planting Plan (includes trees, shrubs, and groundcovers)
- c. Master Irrigation Plan (includes mainline and point of connection locations)
- d. Maintenance Responsibility Plan (delineates private and public property and indicates maintenance responsibility and maintenance code for each)
- e. Hardscape Concept and Trail Plan (identifies types and finishes of paving)
- f. Conceptual Wall and Fence Plan (includes type, material, height and location).
- g. Brush Management Plan (identifies brush management zones and treatments, if any)
- h. Utility Coordination Plan (includes locations of major utility boxes and vaults)

31. Prior to approval of the applicable final map, Applicant shall enter into a maintenance agreement and grant easements as necessary for any landscaping or other enhancements proposed within the City right-of-way or such other public areas required by the City Engineer. (Development Services)

32. In the event Applicant requests the formation of a Maintenance District or similar, the Applicant shall make such request prior to the approval of the first Final A map for the Project, as follows:

- a. Submit an application packet for formation of a Community Facilities District (CFD), and submit the request for CFD formation to the City Council for consideration.

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- b. The CFD shall be formed prior to approval of the first Final Map for the Project.
 - c. Subject to the approval of the Director of Public Works, Applicant shall submit a list of amenities, acreage and costs for all Open Space District lots including but not limited to the cost of any detention basin maintenance and all costs to comply with the Department of Fish and Game and the U.S. Army Corps of Engineers permit requirements, if any.
 - d. Applicant shall maintain the open space improvements for a minimum period of one year or until such time as accepted into the open space district by the Director of Public Works. If Council does not approve the CFD formation, another financing mechanism such as a Master Homeowners Association or an endowment shall be established and submitted to the City Council for consideration prior to approval of the first map.
 - e. Prior to the approval of the first map, Applicant shall submit an initial cash deposit to begin the process of formation of the Maintenance District. All costs of formation and other costs associated with the processing of the open space relating to this project shall be borne by the Applicant.
 - f. The Applicant shall provide all the necessary information and materials (e.g., Tables, diagrams, etc.) required by the City Engineer for processing the formation of the proposed open space district. (Public Works)

OPEN SPACE/ASSESSMENTS

33. Prior to the approval of the first final "B" Map, the Applicant shall:
 - a. Submit evidence, acceptable to the City Engineer and the Director of Development Services of the formation of a Master Homeowner's Association (MHOA), or another financial mechanism acceptable to the City Manager. A Community Facilities District (CFD) is the preferred financial mechanism for a maintenance district. If a CFD is not formed, the MHOA shall be responsible for the maintenance of those landscaping improvements that are not to be included in the proposed financial mechanism. Improvements shall be maintained by the Open Space District unless determined otherwise by the City Engineer and the Director of Development Services. The final determination of which improvements are to be included in the Open Space District and those to be maintained by the MHOA shall be made during the Open Space District Proceedings. The MHOA shall be structured to allow annexation of future tentative map areas in the event the City Engineer and Director of Development Services require such annexation of future tentative map areas. The MHOA formation documents shall be subject to the approval of the City Attorney; and,
 - b. The Applicant shall submit for City's approval the CC&Rs, grant of easements and maintenance standards and responsibility of the MHOA's for the Open Space Areas within the Project area. Applicant shall acknowledge that the

MHOA's maintenance of public open space, trails, etc. may expose the City to liability. Applicant agrees to establish a MHOA that will hold the City harmless from any actions of the MHOA in the maintenance of such areas; and,

- c. Submit and obtain approval of the City Engineer and the Director of Development Services of a list of all facilities and other items to be maintained by the proposed district or HOA. Separate lists shall be submitted for the improvements and facilities to be maintained by the Open Space District and those to be maintained by a Master Homeowner's Association. Include a description, quantity and cost per year for the perpetual maintenance of said improvements. These lists shall include but are not limited to the following facilities and improvements:
 - i. All facilities located on open space lots to include but not be limited to: walls, fences, water fountains, lighting structures, paths, trails, access roads, drainage structures and landscaping. Each open space lot shall also be broken down by the number of acres of: 1) turf, 2) irrigated, and 3) non-irrigated open space to aid in the estimation of a maintenance budget thereof.
 - ii. Medians and parkways along Project roadways, (onsite and offsite) and all other street parkways proposed for maintenance by the applicable Community Facilities District or Homeowners' Association.
 - iii. The proportional share of the proposed detention basin (temporary or permanent) located in the applicable Sewer Basin(s). This includes but is not limited to the cost of maintenance and all cost to comply with the Department of Fish and Game and the Corps of Engineers permit requirements.
 - iv. The proportional share of the maintenance of any medians and parkways along that applicable roadways as identified in the PFFP adjoining the development as determined by the City Engineer.
 - v. All water quality basins serving the Project. (Development Services)
34. Prior to the approval of each Final "B" Map, a Declaration or Supplementary Declaration of Covenants, Conditions, and Restrictions (CC&Rs) shall be submitted and subject to the approval of the Director of Development Services. The CC&Rs shall include the following obligations of the Master Homeowners Association:
- a. A requirement that the MHOA shall maintain comprehensive general liability insurance against liability incident to ownership or use of the following areas:
 - i. All open space lots that shall remain private,
 - ii. Other Master Association property.

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- b. Before any revisions to provisions of the CC&RS that may particularly affect the City can become effective, the City shall review said revisions and if acceptable to the City, the City will approve said revisions. The MHOA shall not seek approval from the City of said revisions without the prior consent of 100 percent of the holders of first mortgages or property owners within the MHOA.
 - c. The MHOA shall indemnify and hold the City harmless from any claims, demands, causes of action liability or loss related to or arising from the maintenance activities of the MHOA.
 - d. The MHOA shall not seek to be released by the City from the maintenance obligations described herein without the prior consent of the City and 100 percent of the holders of first mortgages or property owners within the MHOA.
 - e. The MHOA is required to procure and maintain a policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than one million dollars combined single limit. The policy shall be acceptable to the City and name the City as additionally insured to the satisfaction of the City Attorney.
 - f. The CC&Rs shall incorporate restrictions for each lot adjoining open space lots containing walls maintained by the open space district to ensure that the property owners know that the walls may not be modified or supplemented nor may they encroach on City property.
 - g. The CC&Rs shall include provisions assuring maintenance of all streets, driveways, drainage and sewage systems which are private.
 - h. The CC&Rs shall include provisions assuring MHOA membership in the USA Dig Alert Service in perpetuity. The HOA will be required to mark out all underground HOA facilities upon advance notice by the USA Dig Alert Service.
 - i. The CC&Rs shall include provisions that provide the City has the right but not the obligation to enforce the CC&R provisions the same as any owner in the project.
 - j. The CC&R provisions setting forth restrictions in these Tentative Map conditions may not be revised at any time without prior written permission of the City.
 - k. The MHOA shall not dedicate or convey for public streets, land used for private streets without approval of 100% of all the HOA members or holder of first mortgages within the MHOA.
 - l. The CC&R's shall contain a provision to review all proposed landscaping within the HOA to ensure plant palettes and irrigation systems are designed to use water efficiently.

- m. All buyers of lots adjoining open space lots containing walls maintained by the open space district sign a statement, when purchasing their homes, stipulating that they are aware that the walls are on City property and that they shall not modify or supplement the wall or encroach onto City property. These restrictions shall also be incorporated in the CC&Rs for all lots.
35. An HOA shall be responsible for the maintenance and operation of all facilities within the common areas and streets behind any gated entrances. The facilities to be maintained include, but are not limited to: pavements, sidewalks, street trees, street lights including power supply, street sweeping, private drainage facilities and landscaping of private common areas. (Development Services)
36. The Applicant agrees to not protest formation or inclusion in a maintenance district or zone for the maintenance of landscaped medians and scenic corridors along streets within or adjacent to the subject subdivision. (Development Services)
37. Prior to issuance of any grading permit which includes Landscaping and Irrigation (L&I) improvements to be installed in an open space lot to be maintained by the Community Facility District (CFD), the Applicant shall place a cash deposit, or other funding mechanism acceptable to the City, in the City's sole discretion, with the City which will guarantee the maintenance of the L&I improvements until the City accepts said improvements. In the event the improvements are not maintained to City standards, as determined by the City Engineer and the Director of Development Services, the deposit shall be used to perform the maintenance. The amount of the deposit shall be equivalent to the estimated cost of maintaining the open space lots to City standards for a period of six months, ("Minimum Deposit Amount"), as determined by the City Engineer. Any unused portion of said deposit may be incorporated into the CFD's Reserve Account, or returned to the Applicant, according to the following:
- a. The Applicant shall maintain any landscape area designated for CFD maintenance until such time as the CFD has the funds available for said maintenance.
 - b. If the Reserve Account is at or above the Minimum Deposit Amount, the unused portion of the deposit may be returned to the Applicant in 6 equal monthly increments over the last six month's of the maintenance period if the maintenance is being accomplished to the satisfaction of the Director of Development Services. (Development Services)

WATER

38. Prior to approval of each Final Map, present verification to the City Engineer in the form of a letter from the applicable Water District that the subdivision will be provided adequate water service and long-term water storage facilities. The Applicant shall phase and install water system improvements as required by the Otay Water District. (Development Services)

EASEMENTS

39. The Applicant shall process a joint use agreement for roads crossing other agencies existing easements to the satisfaction of the City Attorney and the other agency prior to the issuance of the construction permit for such a road. (Development Services)
40. The Applicant shall notify the City at least 60 days prior to consideration of the first map by City if any off-site right-of-way cannot be obtained as required by the Conditions of approval. (Only off-site right-of-way or easements affected by Section 66462.5 of the Subdivision Map Act are covered by this condition.) After said notification, the Applicant shall:
 - a. Pay the full cost of acquiring off-site right-of-way and/or easements required by the Conditions of Approval of the tentative map.
 - b. Deposit with the City the estimated cost of acquiring said right-of-way and/or easements. Said estimate to be approved by the City Engineer.
 - c. Have all easements and/or right-of-way documents and plats prepared and appraisals complete which are necessary to commence condemnation proceedings as determined by the City Attorney.
 - d. Request that the City use its powers of Eminent Domain to acquire right-of-way, easements or licenses needed for off-site improvements or work related to the final map. The Applicants shall pay all costs, both direct and indirect incurred in said acquisition. (Development Services)

Applicant shall provide easements for all off-site public storm drains and sewer facilities prior to approval of each final map requiring those facilities. The easements shall be sized as required by the City of Chula Vista Standards, unless otherwise approved by the City Engineer. (Development Services)

AGREEMENTS/FINANCIAL

Prior to approval of each Final Map, the Applicant shall contract with the City's current street sweeping franchisee, or other server approved by the Director of Public Works to provide street sweeping for each phase of development on a frequency and level of service comparable to that provided for similar areas of the City. The Applicant shall cause street sweeping to commence immediately after the final residence, in each phase, is occupied and shall continue sweeping until such time that the City has accepted the street or 60 days after the completion of all punch list items, whichever is shorter. The Applicant further agrees to provide the City Engineer with a copy of the memo requesting street sweeping service, which memo shall include a map of areas to be swept and the date the sweeping will begin. (Public Works)

41. Prior to the approval of any Final Map for the Project that contains open space, the Applicant shall enter into an agreement to construct and secure open space landscape improvements within the map area. All landscape improvements shall be secured in amounts as determined by the Director of Development Services and approved in form by the City Attorney. (Development Services)

SCHOOLS

42. Prior to approval of all final maps, which includes a school site for the Project, the Applicant shall provide evidence and proof, to the satisfaction of the Director of Development Services, of an agreement from the applicable School District(s) regarding the need for the school site(s) by the district(s) for use as a school site. (Development Services)
43. Prior to the issuance of each building permit, the Applicant(s) shall provide the City with evidence of certification by the CVESD that any fee, charge, dedication, or other requirements levied by the school district has been complied with or that the district has determined the fee, charge or other requirements does not apply to the construction. (Development Services)
44. Applicant shall agree to construct and secure, and thereafter construct and secure, to the satisfaction of the City Engineer, the following improvements:
 - a. All necessary improvements for providing ingress and egress to each school site. This requirement shall also include but is not limited to any required modification to medians, storm drainage system, street lights, and irrigation improvements; and,
 - b. If warranted and upon the request of the City engineer, traffic signal improvements for providing vehicular ingress and egress to the School site. (Development Services)
45. For every school site within the project the Applicant shall provide a sewer manhole and a sewer lateral. (Development Services)
46. Airport Flyover Agreements- Prior to the recordation of any Final Map within an Airport Overflight Area, Applicant shall record an Airport Overflight Agreement against the property to the satisfaction of the Director of Development Services.

OTAY RANCH STANDARD CONDITIONS (In addition to TM conditions 1 through 52, the following TM conditions 53 through 59 are applicable to projects within the boundaries of the Otay Ranch)

Applicant shall comply with all requirements and guidelines of the Otay Ranch General Development Plan, the Otay Ranch Resource Management Plan, Phase 1 and Resource Management Plan Phase 2; the Ranch Wide Affordable Housing Plan; Otay Ranch Overall Design Plan; the Specific Area Plan or Sectional Planning Area (SPA) Plan and supporting documents including: the Public Facilities Finance Plan; the City's Standard Fiscal Impact Model, the Parks, Recreation, Open Space and Trails Plan; the Affordable Housing Plan and the Non-Renewable Energy Conservation Plan, Water Conservation, Air Quality, and Non-Renewable Energy Conservation Plan and as they may be amended from time to time. These plans may be subject to minor modifications by the appropriate department head, with the approval of the City Manger, however, any material modifications shall be subject to approval by the City Council. (Development Services)

Pursuant to the provisions of the Growth Management Ordinance (Section 19.09 of the CVMC) and the Otay Ranch General Development Plan (GDP), and as they may be amended from time to time, the Applicant shall complete the following: (1) Fund the preparation of an annual report monitoring the development of the community of Otay Ranch. The annual monitoring report will analyze the supply of, and demand for, public facilities and services governed by the threshold standards. An annual review shall commence following the first fiscal year in which residential occupancy occurs and is to be completed during the second quarter of the following fiscal year. The annual report shall adhere to those guidelines noted on page 353, Section D of the GDP/SRP; and (2) Prepare a five year development phasing forecast identifying targeted submittal dates for future discretionary applications (SPA's and tentative maps), projected construction dates, corresponding public facility needs per the adopted threshold standards, and identifying financing options for necessary facilities. (Development Services)

Prior to the first Map the Applicant shall cease all cattle grazing on the land to be conveyed. In addition, the Applicant shall ensure through the maintenance of existing fencing or gating, if sufficient, or the construction of new fencing or gating, if deemed necessary by the City, that cattle from adjacent areas cannot access the land being conveyed. (Development Services)

Prior to the approval of the first map for the Project, the Applicant must create a perpetual funding mechanism for the maintenance, management, and monitoring of the Otay Ranch Preserve per the requirements of the Otay Ranch Resource Management Plan, Phase 2. (Development Services)

Prior to recordation of each Final Map Applicant shall convey Otay Ranch Resource Management Plan Preserve land to an entity the City designates. The Applicant shall convey fee title, or upon the consent of the Preserve Owner/Manager (POM) and any lien holder, an easement restricting use of the land to those permitted by the Otay Ranch Resource Management Plan (RMP), to the POM upon the recordation of each final map for an amount of land equal to the final map's obligation to convey land to the Preserve. Where an easement is conveyed, the Applicant shall be required to provide subordination of any prior lien holders in order to ensure that the POM has a first priority interest in such land. Where consent and subordination cannot be obtained, the Applicant shall convey fee title. Where fee title or an easement is conveyed, access to the satisfaction of the POM shall also be conveyed, and each tentative map shall be subject to a condition that the Applicant shall execute a maintenance agreement with the POM stating that it is the responsibility of the Applicant to maintain the conveyed parcel until the Habitat Maintenance District has generated sufficient revenues to enable the POM to assume maintenance responsibilities. Where an easement is granted, each tentative map is subject to a condition that fee title shall be granted upon demand by the POM. The Applicant shall irrevocably offer for dedication to the City or its designee, fee title, upon the recordation of each final map for an amount of land equal to the final map's obligation to convey land to the Preserve. The Applicant shall maintain and manage the conveyed parcel until the Preserve Community Facilities District (CFD) has generated sufficient revenues to enable the POM to assume maintenance and management responsibilities. (Development Services)

Upon request of the Director of Development Services, applicant shall execute a maintenance agreement with the City or its designee for the Otay Ranch Preserve. (Development Services)

PEDESTRIAN BRIDGE

47. The Applicant shall provide a pedestrian bridge system to serve the project as follows:
 - a. Prior to approval of the first map for the Project, the Applicant shall fund the preliminary design of said bridge system and identify and establish the funding mechanism to be used to fund the pro rata share of constructing said pedestrian bridge system; and,
 - b. Prior to approval of the first map for the Project, Applicant shall provide the preliminary design of said bridge system, and shall obtain the approval of the Directors of Public Works and Development Services; and,
 - c. The timing of the construction of said bridge system will be determined by the City, consistent with the requirements of the PFFP, as may amended from time to time; and,
 - d. The bridge system shall be constructed in a location as directed by the Directors of Development Services and Public Works. (Development Services)

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