



THE CITY OF SAN DIEGO

## Report to the Hearing Officer

DATE ISSUED: January 7, 2026 REPORT NO. HO-26-001

HEARING DATE: January 14, 2026

SUBJECT: 5480 El Cajon Boulevard Process Three Decision

PROJECT NUMBER: [PRI-1109735](#)

REFERENCE: [PTS-0677890 – Foundation and Frame](#)  
[PTS-0687534 – Warm Shell and Dwelling Units](#)  
[PTS-0708332 – Construction Change to PTS-0687534](#)  
[PRI-1079991 – Phase 2 Modular Affordable Multi-Family Housing Units](#)

OWNER/APPLICANT: Family Health Center of San Diego, Inc., Owner  
PATH Villas El Cerrito 1, LP, Applicant

### SUMMARY

Issue: Should the Hearing Officer approve the consolidation of five legal lots into one and the subdivision of a 0.775-acre site into four three-dimensional parcels above and inclusive of an existing mixed-use development located at [5468, 5472, 5476, 5478, and 5480 El Cajon Boulevard](#) within the [College Area Community Plan](#) area?

### Proposed Actions:

1. APPROVE Tentative Map No. PMT-3280353
2. APPROVE Neighborhood Development Permit No. PMT-3352993
3. APPROVE Waiver to Underground Offsite Overhead Utilities

Fiscal Considerations: None. All costs associated with the processing of the application are recovered through a flat fee account funded by the applicant in addition to invoices for hourly charges incurred for staff review.

Code Enforcement Impact: There are no open code enforcement cases for this site.

**Housing Impact Statement:** An Affordable Housing Density Bonus and Inclusionary Ordinance Compliance Agreement (Agreement) was entered between the developer and the San Diego Housing Commission (Commission) and recorded with San Diego County Recorder (Recorder) on September 16, 2021, as DOC# 2021-0655399. The Agreement was amended on February 27, 2023, and recorded with the Recorder on April 7, 2023, as DOC# 2023-0091232 (Attachment 11).

The [College Area Community Plan](#) (1989) outlines that the El Cajon Blvd node at this location near 54th Street allows up to 110 dwelling units per acre. The site is .78 acres in size and would allow eighty-six (86) dwelling units as the "base zone" density. The developer applied for, and the Commission and the City of San Diego (City) granted, a density bonus pursuant to [Chapter 14, Article 3, Division 7](#) (Density Bonus Law) of the San Diego Municipal Code (SDMC), which allows the construction of a total of one hundred seventy-two (172) total dwelling units on the premises.

Development of the combined premises is also governed by [Chapter 14, Article 2, Division 13](#) (Inclusionary Ordinance) of the SDMC. The Inclusionary Ordinance can be satisfied by providing at least ten percent (10%) of the pre-density bonus dwelling units in the proposed project as affordable to households with household incomes below specified levels for a period of not less than fifty-five (55) years. Because eighty-six (86) dwelling units are permitted on the premises, pre-density bonus, then nine (9) of the pre-density bonus dwelling units will be offered as "low income" affordable units.

To date, forty-one (41) units, comprised of one manager unit and forty (40) dwelling units, have been constructed under the "Affordable Housing Permit Now Program" ([Information Bulletin 195](#)) in that portion of the premises identified on the proposed Tentative Map as parcel 3. Only one hundred percent (100%) affordable housing developments are eligible for the Permit Now Program. Therefore, the nine (9) "low income" units required per the Agreement have been satisfied. The buildout of the premises would allow an additional one-hundred-thirty-one (131) units, permitted under the Density Bonus Law. There are no plans to construct the remaining units to date.

**Community Planning Group Recommendation:** On September 9, 2024, the College Area Community Planning group voted 10-3-1 to recommend approval of the project with no requested conditions of approval.

**Environmental Impact:** The project was determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA section 15332 (Infill Development). The environmental exemption determination was made on December 16, 2025, and the opportunity to appeal that determination ended on December 31, 2025. There were no appeals to the environmental determination.

## BACKGROUND

The 0.775-acre project site is located south of San Diego State University at [5468, 5472, 5476, 5478, and 5480 El Cajon Boulevard](#) within the College Area Community Plan (Community Plan) area of Council District 9. The site is within the Central Urbanized Planned District Commercial CU-2-4 zone, which is intended to accommodate development with pedestrian orientation and high-density residential uses. The Community Plan land use designation of the premises is Commercial Employment, Retail, & Services. The project site is also within the following overlay zones:

Sustainable Development Area, Complete Communities Housing Solutions FAR Tier 3, Complete Communities Mobility Choices Mobility Zone 2, Parking Impact Overlay Zone (Campus), Parking Standards Transit Priority Area, Transit Priority Area, and Affordable Housing Parking Demand (High).

As a development partnership between Family Health Centers of San Diego, PATH Ventures, and Bold Communities, a mixed-use development was approved ministerially and permitted in 2021 under project numbers PTS-0677890 – Foundation and Frame and PTS-0687534 – Warm Shell and Dwelling Units for the construction across five lots that were previously developed as a parking lot. Approved under the City's "[Affordable Housing Permit Now](#)" Program, the existing development consists of two levels of below-grade parking and eight levels of above-grade structure including a health clinic on the ground floor, two levels of parking above the clinic, and five levels of forty-one (41) modular one hundred percent (100%) affordable multi-family housing units on the upper floors. The residential portion of the development is accessed through a street-facing elevator/entrance on the ground floor. A Temporary Certificate of Occupancy was granted on July 3, 2024.

A permit for the construction of the Phase 2 one-hundred thirty-one (131) modular affordable multi-family housing units was issued under project number PRJ-1079991 on November 15, 2023, with an expiration date of June 3, 2025. However, that construction permit application was canceled.

PTS-0708332 - Construction Change to PTS-0687534 – Warm Shell and Dwelling Units is currently under review by the City for work required to cap the existing podium. At the completion of the Construction Change, a final Certificate of Occupancy will be granted for the existing development.

## DISCUSSION

### Project Description:

The project seeks a Tentative Map (TM) and Neighborhood Development Permit for the consolidation of five legal lots into one and the subdivision of a developed 0.775-acre site into four three-dimensional parcels above and inclusive of an existing mixed-use development located at [5468, 5472, 5476, 5478, and 5480 El Cajon Boulevard](#) within the [College Area Community Plan](#) area.

The proposed parcel 1 serves as the podium of the project, constructed under projects PTS-0677890 and PTS-0687534. This Type 1A construction consists of two levels of below-grade parking, with extents between 400.53-feet to 426.70-feet above mean sea level (AMSL), a ground-floor commercial space currently occupied by a clinic between 426.70-feet to 439.70-feet AMSL, and two levels of parking above the clinic between 439.70-feet to 458.87-feet AMSL.

The proposed parcel 2 is an undeveloped volume above the eastern portion of the existing podium between 458.87-feet to 511.37-feet AMSL. The existing street-facing elevator/entrance at El Cajon Boulevard will also provide access from the right-of-way (ROW) to parcel 2. A pedestrian access easement will be required for the benefit of all parcels. Any future remodel to the existing structure in the space of proposed parcel 2 would be reviewed in accordance with the zoning regulations of the Land Development Code. The actions of this Tentative Map and Neighborhood Development Permit ensure that public access is reserved.

The proposed parcel 3 is comprised of five (5) levels of forty-one (41) modular residential dwelling units constructed under projects PTS-677890 and PTS-687534 above the western portion of the existing podium. Shared access from the ROW of El Cajon Boulevard to parcel 3 is provided through the same existing elevators providing access to parcel 2 as described above.

The proposed parcel 4 is the area that envelopes parcels 1 through 3 with horizontal extents from the façade to the existing property line, and lateral extents from below basement level 2 and above the rooftop of level 8. The purpose of parcel 4 is to limit outward development of the volumes of parcels 1 through 3.

Approvals Required:

- Process Two: A City-issued Neighborhood Development Permit per SDMC [Sections 126.0602\(b\)\(1\)](#) and [126.0603](#) for deviations to the base zone regulations for affordable housing, in-fill, and/or a sustainable building development;
- Process Three: A Tentative Map per SDMC [Section 125.0430](#) to subdivide four, 3-dimensional parcels; and
- Waiver of Undergrounding: The Applicant has requested a waiver of the requirement to underground existing offsite overhead utilities pursuant to SDMC [Section 144.0242\(c\)\(1\)\(B\)](#).

All actions will be consolidated under this application and processed concurrently, pursuant to the Consolidation of Processing regulations contained in SDMC [Section 112.0103](#). The decision to approve, conditionally approve, or deny the project will be made by the Hearing Officer with [appeal rights](#) to the Planning Commission.

Project-Related Issues:

As described above, the existing development was constructed by-right in compliance with the development regulations of the SDMC. The SDMC does not have regulations that govern the subdivision of a premises into vertical, volumetric units in three dimensions. It is generally recognized that lots or parcels may be legally divided under the Subdivision Map Act (SMA) either horizontally or vertically, or both ([SMA section 66424](#)). The procedure for establishing a subdivision, such as the four vertical parcels proposed here, is the same as that for creating any horizontal subdivision of lots or parcels, the exception being that the parcels must be depicted as three-dimensional and in accordance with the City of San Diego [Mapping & Land Title Document Preparation Manual](#). With approval of the Tentative Map and subsequent recordation of the Parcel Map, the resulting parcels will not conform to the CU Zone Development Regulations SDMC [Section 155.0242, Table 155-02D](#). Therefore, a Neighborhood Development Permit is required for this 100% affordable and in-fill development in accordance with SDMC [Section 126.0602\(b\)\(1\)](#) and [126.0603](#) for development that does not comply with all base zone regulations. First, where the zone requires a minimum street frontage of 25-feet, parcels 1, 2, and 3 will be separated from the street by parcel 4, resulting in a 0-foot street frontage. Second, where the zone permits a maximum floor area ratio (FAR) of 2.0, the subdivision will result in non-conforming FAR for the existing development within

the proposed parcel 3 and the future development within proposed parcel 2.

The deviations required for processing of the subdivision are as follows:

- a) Reduction of the minimum street frontage from 25 feet to 0 feet for parcels 1, 2, and 3.
- b) Increase of the maximum floor area ratio (FAR) from 2.0 to 5.0 for parcels 2 and 3.

Although the new parcels would not conform to the development regulations of the CU zone, approval of the deviations is supportable as they do not change the bulk and scale of what is permissible on the premises as a whole. Additionally, the proposed parcel 4, which will envelope the structural envelope, would limit any outward expansion of parcels 1, 2, and 3.

The Applicant has also requested a waiver of the undergrounding of existing overhead facilities. City staff supports the waiver which qualifies under the guidelines of San Diego Municipal Code Section 144.0242(c)(1)(B) Waiver of the Requirements to Underground Privately Owned Utility Systems and Services Facilities in that the conversion involves a short span of overhead facility (less than a full block in length) and would not represent a logical extension to an underground facility.

#### Community Plan Analysis:

The 0.775-acre project site is located at the 5400 block of El Cajon Boulevard within the [College Area Community Plan \(CACP\)](#) area in a fully developed, urban neighborhood. The CACP identifies the generalized land use of the site as Commercial ([CACP](#), Fig. 3) with a recommended residential density identified as High, 45-75 dwelling units per acre ([CACP](#), Fig. 6). The subdivision of the three-dimensional space above the existing podiums will allow for a full build-out of the premises, maintaining the realized and potentially expanded recommended density targets of the community plan.

Recommendations of [CACP](#) for commercial development along the north side of El Cajon Boulevard include permitting residential uses as part of multiple-use projects at densities of 45-110 dwelling units per acre, with a focus on locating residential development above, behind, or next to commercial uses in order to help upgrade the area by turning it into a place where people are present 24 hours a day and a place where people live as well as shop ([CACP](#), p. 72). The subdivision will maintain the existing residential development above the ground-floor commercial space and allow for additional residential and/or commercial infill, thereby providing a stronger nexus between residential and commercial uses.

Therefore, the proposed subdivision is consistent with the policies, goals, and objectives of the applicable land use plan.

#### Conclusion:

Staff has reviewed the proposal, including all issues identified during the review process, and has determined that all project issues have been addressed in conformance with the Land Development Code of the SDMC. The implementation of the subdivision, with the proposed deviations, supports the policies and goals of the Community Plan, as substantiated by the draft findings. Staff therefore recommends that the Hearing Officer approve the project as proposed.

ALTERNATIVES

1. Approve Tentative Map No. PMT-3280353 and Neighborhood Development Permit No. PMT-3352993, with modifications.
2. Deny Tentative Map No. PMT-3280353 and Neighborhood Development Permit No. PMT-335299, if the findings required to approve the project cannot be affirmed.

Respectfully submitted,



Daniel Neri  
Development Project Manager  
Development Services Department

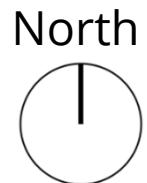
Attachments:

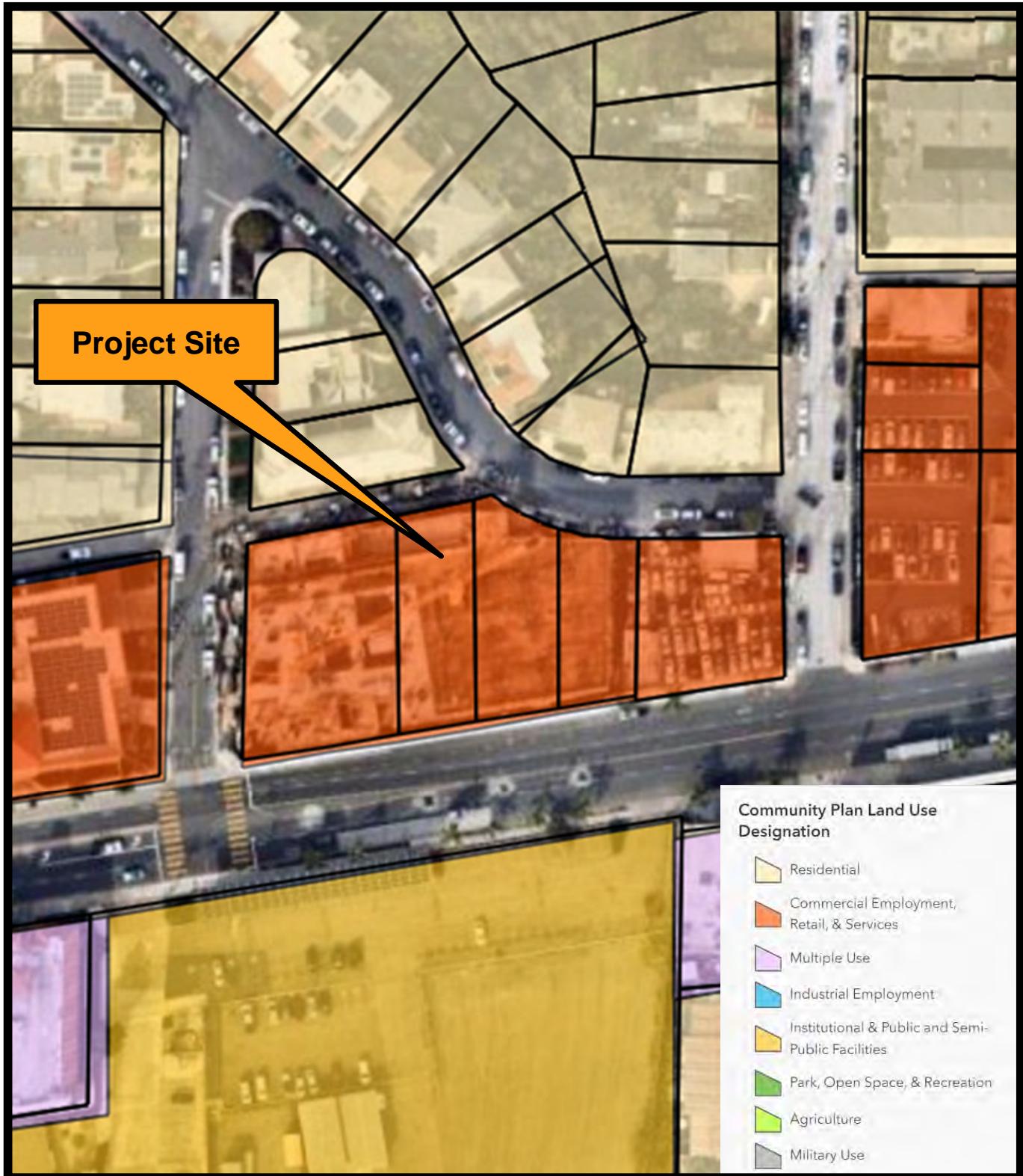
1. Location Map
2. Aerial View
3. Land Use Map
4. Zoning Map
5. Draft Tentative Map Conditions
6. Draft Tentative Map Resolution with Findings
7. Draft Neighborhood Development Permit
8. Draft Neighborhood Development Permit Resolution with Findings
9. Waiver Request
10. Environmental Exemption
11. Ownership Disclosure Statement
12. Copy of Recorded Affordable Housing Agreement
13. Subdivision Diagrams
14. Project Plans

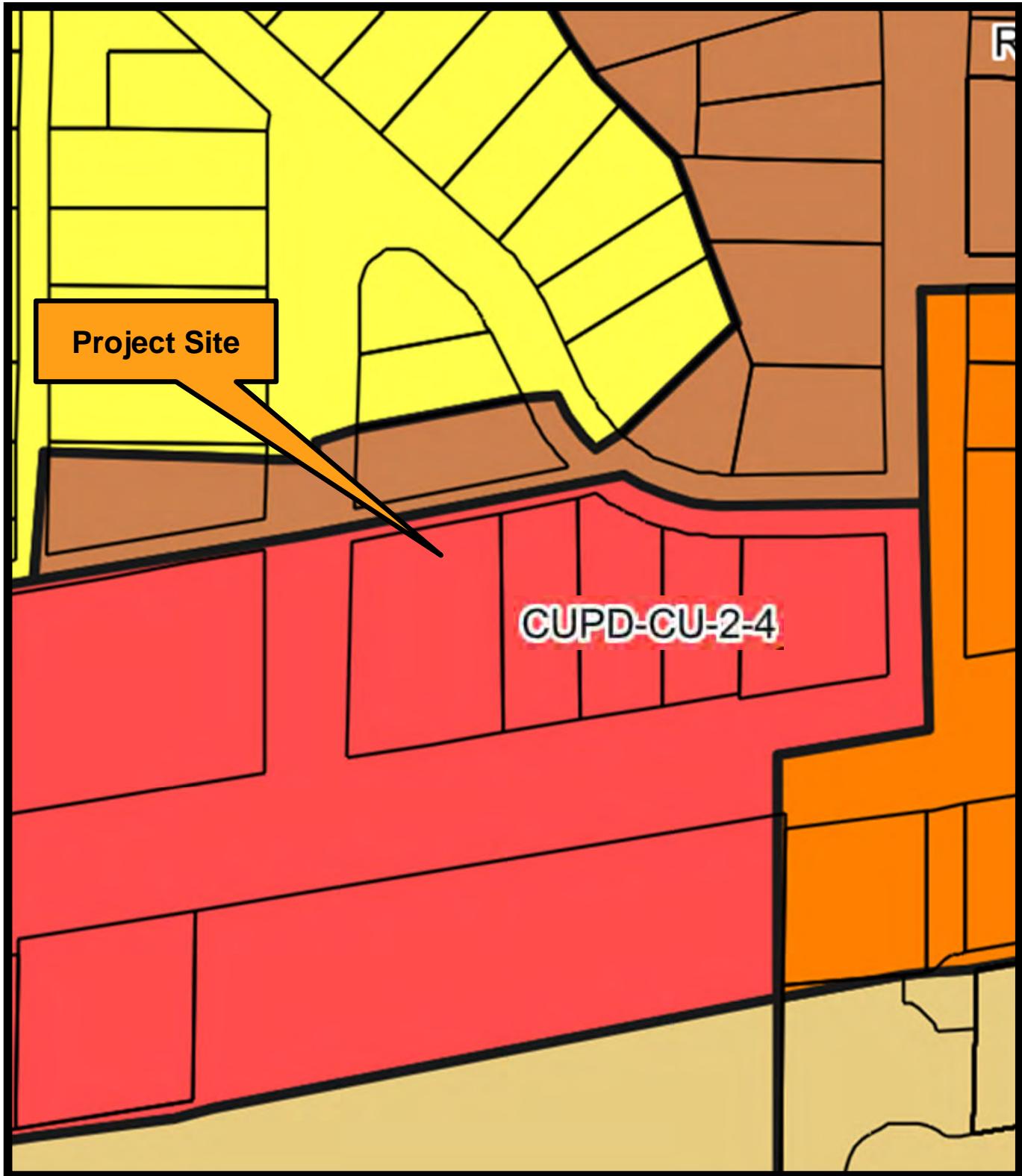




The City of  
**SAN DIEGO**  
Aerial View  
5480 El Cajon Boulevard  
Project No. PRJ-1109735







HEARING OFFICER  
CONDITIONS FOR TENTATIVE MAP NO. PMT-3280353  
5480 EL CAJON BOULEVARD - PROJECT NO. PRJ-1109735  
ADOPTED BY RESOLUTION NO. R-[REDACTED] ON [REDACTED]

**GENERAL**

1. This Tentative Map will expire [INSERT Date - 3 Years from decision date].
2. Compliance with all of the following conditions shall be completed and/or assured, to the satisfaction of the City Engineer, prior to the recordation of the Parcel Map, unless otherwise noted.
3. The Tentative Map shall conform to the provisions of Neighborhood Development Permit No. PMT-3352993.
4. Prior to the recordation of the Parcel Map, taxes must be paid on this property pursuant to Subdivision Map Act section 66492. To satisfy this condition, a tax certificate stating that there are no unpaid lien conditions against the subdivision must be recorded in the Office of the San Diego County Recorder.
5. The Subdivider shall defend, indemnify, and hold the City (including its agents, officers, and employees [together, "Indemnified Parties"]) harmless from any claim, action, or proceeding, against the City and/or any Indemnified Parties to attack, set aside, void, or annul City's approval of this project, which action is brought within the time period provided for in Government Code section 66499.37. City shall promptly notify Subdivider of any claim, action, or proceeding and shall cooperate fully in the defense. If City fails to promptly notify Subdivider of any claim, action, or proceeding, or if City fails to cooperate fully in the defense, Subdivider shall not thereafter be responsible to defend, indemnify, or hold City and/or any Indemnified Parties harmless. City may participate in the defense of any claim, action, or proceeding if City both bears its own attorney's fees and costs, City defends the action in good faith, and Subdivider is not required to pay or perform any settlement unless such settlement is approved by the Subdivider.

**DENSITY BONUS CONDITIONS**

6. This project is part of a larger development subject to an Affordable Housing Density Bonus Agreement Doc# 2023-0091232, which authorizes the construction of 172 total dwelling units. To qualify for the Density Bonus and to comply with the Inclusionary Ordinance the agreement requires the project to provide 9 dwelling units affordable to low-income households with rents at 30% of 60% of Area Median Income for a period of 55 years. By providing those affordable units, the project will meet the requirements of San Diego Municipal Code Section 143.0720(l)(9), which provides for a 100% density bonus (86 units x 100% = 86 units) for a total of 172 units. The post-density bonus dwelling units shall be micro-units with an average of no more than 600 square feet per dwelling unit with no dwelling unit exceeding 800 square feet.

**ENGINEERING**

7. The Subdivider shall ensure that all existing onsite utilities serving the subdivision shall be undergrounded with the appropriate permits.
8. All public improvements in (PTS-677892, PTS-703779, and PTS-704793) must be constructed prior to the recordation of the Parcel map.

**MAPPING**

9. Prior to the expiration of the Tentative Map, a Parcel Map to subdivide the 33,775 square feet (0.775 acre) mixed-use project site into FOUR three-dimensional parcels shall be recorded in the San Diego County Recorder's Office.
10. Prior to the recordation of the Parcel Map, taxes must be paid or bonded for this property pursuant to section 66492 of the Subdivision Map Act. A current original tax certificate, recorded in the office of the San Diego County Recorder, must be provided to satisfy this condition. Please note if tax bond is required as indicated in the tax certificate, please make sure that it is paid or posted, and submit evidence (e.g., filed bond letter or receipt from Clerk of the Board) indicating the required tax bond amount has been paid or bonded.
11. The subdivision boundary must be marked with durable survey monuments at ground level under Section 144.0311(d) of the City of San Diego Land Development Codes and Subdivision Map Act Section 66495. All survey monuments shall be set prior to the recordation of the Parcel Map unless the setting of monuments is deemed impractical due to the proposed improvements and/or grading associated with the project, in which case, delayed monumentation may be applied on the Parcel Map in accordance with Section 144.0130 of the City of San Diego Land Development Codes.
12. All subdivision maps in the City of San Diego are required to be tied to the California Coordinate System of 1983 (CCS83), Zone 6 pursuant to section 8801 through 8819 of the California Public Resources Code.
13. The Parcel Map shall:
  - a. Use the California Coordinate System for its "Basis of Bearings" and express all measured and calculated bearing values in terms of said system. The angle of grid divergence from a true meridian (theta or mapping angle) and the north point of said map shall appear on each sheet thereof. Establishment of said Basis of Bearings may be by use of existing Horizontal Control stations or astronomic observations.
  - b. Show two measured ties from the boundary of the map to existing Horizontal Control stations having California Coordinate values of First Order accuracy. These tie lines to the existing control shall be shown in relation to the California Coordinate System (i.e., grid bearings and grid distances). All other distances shown on the map are to be shown as ground distances. A combined factor for conversion of grid-to-ground shall be shown on the map.

**WASTEWATER**

14. Each separately owned parcel which share a private sewer lateral are required to have their titles encumbered by CC&Rs which have been written to ensure that the operation and maintenance of the private lateral will be provided for in perpetuity.

**WATER**

15. Water services should not cross lot lines unless CC&Rs (covering maintenance) are provided. When this is impractical, a private easement sufficient to maintain and repair the service must be dedicated to the lot benefiting from the service.

**PLANNING**

16. Coincident with the recordation of any Parcel Map, the Owner/Permittee shall record a private pedestrian access easement to Parcel 2 through Parcels 1, 3, and 4.
17. Coincident with the recordation of any Parcel Map, the Owner/Permittee shall record a private pedestrian access easement to Parcel 3 through Parcel 1 and 4.

**TRANSPORTATION**

18. Coincident with the recordation of the Parcel Map, the Owner/Permittee shall dedicate the volume of the elevator lobby as a pedestrian access easement for the benefit of all four parcels, satisfactory to the City Engineer.
19. Coincident with the recordation of the Parcel Map, the Owner/Permittee shall provide a shared parking agreement (DS-267) between Parcels 1, 2 and 3, which clarifies the number of parking spaces to be utilized by each of Parcel 1, Parcel 2 and Parcel 3, satisfactory to the City Engineer.
20. Coincident with the recordation of the Parcel Map, the Owner/Permittee shall record a Joint Use Driveway/Mutual Access Agreement (DS-3248) in favor of Parcels 1, 2, 3 and 4 to the satisfaction of the City Engineer.

**INFORMATION:**

- The approval of this Tentative Map by the Hearing Officer of the City of San Diego does not authorize the Subdivider to violate any Federal, State, or City laws, ordinances, regulations, or policies, including but not limited to the Federal Endangered Species Act of 1973 and any amendments thereto (16 USC § 1531 et seq.).
- If the Subdivider makes any request for new water and sewer facilities (including services, fire hydrants, and laterals), the Subdivider shall design and construct such facilities in accordance with established criteria in the most current editions of the City of San Diego water and sewer design guides and City regulations, standards and practices pertaining thereto. Off-site improvements may be required to provide

## ATTACHMENT 5

adequate and acceptable levels of service and will be determined at final engineering.

- Subsequent applications related to this Tentative Map will be subject to fees and charges based on the rate and calculation method in effect at the time of payment.
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of the Tentative Map, may protest the imposition within ninety days of the approval of this Tentative Map by filing a written protest with the San Diego City Clerk pursuant to Government Code sections 66020 and/or 66021.
- Where in the course of development of private property, public facilities are damaged or removed, the Subdivider shall at no cost to the City, obtain the required permits for work in the public right-of-way, and repair or replace the public facility to the satisfaction of the City Engineer (San Diego Municipal Code § 142.0607).

Internal Order No. 11004543

RESOLUTION NUMBER HO-\_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

A RESOLUTION OF THE HEARING OFFICER OF THE CITY OF SAN DIEGO APPROVING TENTATIVE MAP NO. PMT-3280353 – PROJECT NO. PRJ-1109735.

RECITALS

The Hearing Officer of the City of San Diego adopts this Resolution based on the following:

A. PATH Villas El Cerrito 1, LP, a California limited partnership, a California Corporation, Applicant/Subdivider, and John S. Coffey, Engineer/Surveyor, filed an application with the City of San Diego for a tentative map (Tentative Map No. PMT-3280353) for the subdivision of a 33,775-square-foot (0.775-acre) mixed-use project site into four separate three-dimensional parcels Tentative Map Project (Project), located at 5468, 5472, 5476, 5478, and 5480 El Cajon Boulevard, and legally described as LOTS 3, 4, 5, 6, and 7 OF HIGHLAND GARDEN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO 1816, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY, in the Central Urbanized Planned District Commercial CUPD-CU-2-4 zone, the Sustainable Development Area, the Complete Communities Housing Solutions FAR Tier 3, the Complete Communities Mobility Choices Mobility Zone 2, a Parking Impact Overlay Zone (Campus), a Parking Standards Transit Priority Area, a Transit Priority Area, and the Affordable Housing Parking Demand (High), and Very High Fire Hazard Severity overlay zones, within the College Area Community Plan area.

B. The Map proposes the consolidation of five legal lots into one and the subdivision of a 0.775-acre site into four separate three-dimensional parcels for mixed-use development.

C. On December 16, 2025, the City of San Diego through the Development Services Department established that the Project is exempt from the California Environmental Quality Act

## ATTACHMENT 6

(CEQA) (California Public Resources Code section 21000, *et. seq.*) under CEQA Guidelines 15332 (Infill Development). There was no appeal of the Environmental Determination filed within the time period provided by San Diego Municipal Code section 112.0520.

D. The Project complies with the requirements of a preliminary soils and/or geological reconnaissance report under the Subdivision Map Act sections 66490 and 66491(b)-(f) and San Diego Municipal Code section 144.0220.

E. On January 14, 2026, the Hearing Officer held a noticed public hearing to consider Tentative Map No. PMT-3280353. Pursuant to San Diego Municipal Code sections 125.0440 and 144.0240, and Subdivision Map Act section 66428, the Hearing Officer received for its consideration written and oral presentations, evidence, and testimony from all interested parties at the public hearing. The Hearing Officer has fully considered and has been fully advised on this matter.

### ACTION ITEMS

Be it resolved by the Hearing Officer of the City of San Diego:

1. The Hearing Officer adopts the following findings with respect to Tentative Map No. PMT-3280353:

#### **TENTATIVE MAP – SAN DIEGO MUNICIPAL CODE [SDMC] SECTION 125.0440**

**1. The proposed subdivision and its design or improvement are consistent with the policies, goals, and objectives of the applicable land use plan.**

The 0.775-acre project site is located at the 5400 block of El Cajon Boulevard within the [College Area Community Plan \(CACP\)](#) area in a fully developed, urban neighborhood. The CACP identifies the generalized land use of the site as Commercial ([CACP](#), Fig. 3) with a recommended residential density identified as High, 45-75 dwelling units per acre ([CACP](#), Fig. 6). The subdivision of the three-dimensional space above the existing podiums will not preclude a remodel to add to the existing structure, maintaining the realized and potentially expanded recommended density targets of the community plan.

Recommendations of [CACP](#) for commercial development along the north side of El Cajon Boulevard include permitting residential uses as part of multiple-use projects at densities of 45-110 dwelling units per acre, with a focus on locating residential development above, behind, or next to commercial uses in order to help upgrade the area by turning it into a

place where people are present 24 hours a day and a place where people live as well as shop ([CACP](#), p. 72). The subdivision will maintain existing residential development above the existing ground-floor commercial space, maintaining the nexus between residential and commercial uses.

Therefore, the proposed subdivision is consistent with the policies, goals, and objectives of the applicable land use plan.

**2. The proposed subdivision complies with the applicable zoning and development regulations of the Land Development Code, including any allowable deviations pursuant to the land development code.**

The subject premises is in the commercial zone of the Central Urbanized Planned District ([CUPD-CU-2-4](#)). The [CUPD-CU-2-4](#) zone permits a mix of heavy commercial and residential uses, and is intended to accommodate development with a pedestrian-oriented design and high-density residential use. Existing development on the site, constructed ministerially by-right and permitted under project numbers PTS-0677890 and PTS-0687534, consists of two levels of below-grade parking, a ground-floor commercial use, and two levels of podium parking spanning the entire project site. In addition, levels four through eight consist of forty-one modular residential units constructed above the western portion of the site. This mixture of commercial and residential use conforms to the purpose and intent of the applicable zoning and the Use Regulations Table per [Table 155-02C](#) of the SDMC.

The subdivision will allow for separate ownership of the four separate three-dimensional parcels. The proposed Parcel 1 will consist of the existing below-grade parking, ground-floor commercial use, and two levels of podium parking. Parcel 3 will consist of the existing forty-one modular residential units on levels four through eight. Parcel 2 is a volume above Parcel 1 that may support future development. Parcel 4 is an unbuildable envelope encompassing the horizontal extents from the existing façade to the existing property line, and vertically extending above and below the existing structure.

The SDMC does not regulate three-dimensional subdivision of parcels. It is generally recognized that lots or parcels may be legally divided under the Subdivision Map Act (SMA) either horizontally or vertically, or both ([SMA section 66424](#)). The procedure for establishing a subdivision, such as the four vertical parcels proposed here, is the same as that for creating any horizontal subdivision of lots or parcels, the exception being that the parcels must be depicted as three-dimensional and in accordance with the City of San Diego [Mapping & Land Title Document Preparation Manual](#). As a result of the proposed subdivision, the resulting parcels will be non-conforming, requiring the approval of a Neighborhood Development Permit for deviations from the CU Zone Development Regulations [SDMC 155.0242](#), [Table 155-02D](#). These deviations include:

- a) Reduction of the minimum street frontage from 25 feet to 0 feet for Parcels 1, 2, and 3.
- b) Increase of the maximum floor area ratio (FAR) from 2.0 to 5.0 for Parcels 2 and 3.

Development that does not comply with all base zone regulations requires a Planned Development Permit (Process 4), except if the development is affordable housing, in-fill, and/or a sustainable building as described in SDMC [Section 143.0915](#), it may be permitted with a Neighborhood Development Permit (Process Two) per SDMC [Section 126.0602\(b\)\(1\)](#). The project site is 100% affordable housing and in-fill development.

In addition, the project requests a waiver of the requirement to underground privately owned utility systems and service facilities, as per SDMC 144.0242(c)(1)(B). The project requests not to underground the utilities as the conversion involves a short span of overhead facility (less than a full block in length) and would not represent a logical extension to an underground facility.

With approval of the allowable deviations, the subdivision will comply with the applicable zoning and development regulations of the Land Development Code.

**3. The site is physically suitable for the type and density of development.**

The existing development, Building A, was permitted ministerially under PTS-0677890 and consists of two levels of below-grade parking, a health clinic on the ground floor, two levels of above-grade parking, and five levels (floors five through eight) constructed as a tower of modular affordable multi-family housing units at the western end of the premises atop the podium. The existing structure was designed with a two-hour firewall for the purposes of separation between Building A and any future development.

The Type IA construction of the podium level has been designed to support future development of Type IIA construction. Parcel 4 of the proposed subdivision envelopes the area of Parcels 1 through 3, thereby preventing expansion above, out from, and under those parcels. This is to ensure that future development will not exceed the boundary (three-dimensional property lines) of Parcels 1 through 3, thereby protecting the structural integrity of the existing podium, as designed.

Therefore, the site, as designed and constructed, is physically suitable for the proposed subdivision to provide the type and density of mixed-use/ multi-family development as described in findings "1" and "2" above.

**4. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.**

The proposed subdivision is located on a major thoroughfare within a fully developed, urban neighborhood within the College area. Previous development on the site consisted of a parking lot, which was demolished ministerially under project number PTS-681929. There is no Multiple Habitat Planning Area within the near vicinity, and areas of potentially sensitive vegetation occur across the street to the north of Gilbert Drive on privately owned parcels. There are no wetlands or environmentally sensitive lands located on the existing premises. All public improvements are existing as permitted and constructed under projects PTS-677892, PTS-703779, PTS-704793, PTS-677890, and PRJ-1067736. Therefore, the design of the

subdivision will not cause environmental damage or substantially and avoidably injure fish, wildlife, or their habitat.

**5. The design of the subdivision or the type of improvement will not be detrimental to the public health, safety, and welfare.**

Currently, the existing premises spans across five lots where the existing development has been constructed. The proposed consolidation and subdivision into four three-dimensional lots does not change the physical condition of the premises and does not expand beyond the existing footprint. Found to be consistent with the CACP and SDMC as per findings "1" and "2" and per the existing improvements referenced in finding "4", hereby incorporated by reference, the design of the subdivision will not be detrimental to public health, safety, or welfare.

**6. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.**

Existing easements within the premises of the proposed subdivision, granted to San Diego Gas & Electric (SDG&E), are blanket in nature, dependent on the location of constructed SDG&E facilities (existing or future), and are, therefore, not plottable. Two right-of-way dedications exist on the premises: A five-foot Irrevocable Offer to Dedicate (IOD) on Gilbert Drive as per drawing number 42385-B, and a four-foot dedication on El Cajon Boulevard as per drawing number 42369-B.

Conditions of approval include requirements for pedestrian access easements over the existing elevator shaft/lobby for the benefit of all four parcels, and a private easement to maintain and repair water service should the utility cross lot lines.

Therefore, the design of the subdivision and the type of improvements will not conflict with easements for access through or use of property within the proposed subdivision.

**7. The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities.**

The proposed subdivision of a 0.775-acre project site into four three-dimensional lots for mixed-use development will not impede or inhibit any future passive or natural heating and cooling opportunities. The design of the subdivision has considered the best use of the developed land which will not require further grading and have no effect on environmentally sensitive lands.

Building A, permitted ministerially under PTS-0677890 and as described in finding "c" above, comprises the areas that will be subdivided into Parcels one and three. As designed, the subdivision ensures a podium level courtyard between the existing residential tower and any future development on parcel two, allowing for passive cross breeze. The north/south orientation of the plaza allows for light penetration allowing for sunlight and natural heating. With the independent design of the proposed subdivision, any future development on parcel

## ATTACHMENT 6

two will have the opportunity, through building materials, site orientation, architectural treatments, placement and selection of plant materials to provide, to the extent feasible, for future passive or natural heating and cooling opportunities.

**8. The decision maker has considered the effects of the proposed subdivision on the housing needs of the region and that those needs are balanced against the needs for public services and the available fiscal and environmental resources.**

Per findings "1" and "2" above, hereby incorporated by reference, the subdivision realizes the goals of the [Housing Element](#) of the City of San Diego General Plan (General Plan). With the subdivision into four distinct three-dimensional parcels, creating opportunities for infill development above existing development fulfills Objective A of Goal 1 by facilitating the construction of quality housing through adequate sites available for development. Furthermore, parcel three provides multi-family affordable housing above a clinic administered through Family Health Centers of San Diego. As such, the subdivision fulfills Objective E of Goal 1 by ensuring proximity and access of supportive services to vulnerable populations, and Objectives I and J of Goal 3 by providing a diversity of housing and administering affordable rentals within the region. The decision maker has reviewed the administrative record, including the project plans, technical studies, environmental documentation, and heard public testimony to determine the effects of the proposed subdivision on the housing needs of the region.

2. The above findings are supported by the minutes, maps, and exhibits, all of which are incorporated by this reference.
3. Based on these findings adopted by the Hearing Officer, Tentative Map No. PMT-3280353 is granted to PATH Villas El Cerrito 1, LP, Subdivider, subject to the attached conditions which are made a part of this Resolution by this reference.

By

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Daniel Neri  
Development Project Manager  
Development Services Department

ATTACHMENT: Tentative Map Conditions

Internal Order No. 11004543

**RECORDING REQUESTED BY**  
CITY OF SAN DIEGO  
DEVELOPMENT SERVICES  
PERMIT INTAKE, MAIL STATION  
DSD-1A

**WHEN RECORDED MAIL TO**  
**PROJECT MANAGEMENT**  
**PERMIT CLERK**  
**MAIL STATION DSD-1A**

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INTERNAL ORDER NUMBER: 11004543

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NEIGHBORHOOD DEVELOPMENT PERMIT NO. PMT-3352993  
**5480 EL CAJON BOULEVARD – PROJECT NO. PRJ-1109735**  
HEARING OFFICER

This Neighborhood Development Permit No. PMT-3352993 is granted by the Hearing Officer of the City of San Diego to PATH Villas El Cerrito 1, LP, a California limited partnership, Permittee, and Family Health Centers of San Diego, Inc. a California non-profit corporation, Owner, pursuant to San Diego Municipal Code (SDMC) section 126.0404. The 0.775-acre site is located at 5468, 5472, 5476, 5478, and 5480 El Cajon Boulevard in the CUPD-CU-2-4 zone of the College Area Community Plan. The project site is legally described as: LOTS 3, 4, 5, 6, and 7 OF HIGHLAND GARDEN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO 1816, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner/Permittee to subdivide a 33,775-square-foot (0.775-acre) mixed-use site into four separate three-dimensional parcels described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated [INSERT Approval Date], on file in the Development Services Department.

The project shall include:

- a. The following deviations from the base zone development regulations SDMC section 155.0242, Table 155-02D:
  1. Reduction of the minimum street frontage to 0-feet for Parcels 1, 2, and 3, where 25 feet is required.
  2. Increase of the maximum floor area ratio (FAR) to 5.0 for Parcels 2 and 3, where 2.0 is required.
- b. Off-street parking;
- c. Public and private accessory improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act

[CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC.

**STANDARD REQUIREMENTS:**

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36-month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker. This permit must be utilized by [ENTER DATE 3 years, AFTER THE APPEAL TIME].
2. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
  - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
  - b. The Permit is recorded in the Office of the San Diego County Recorder.
3. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
4. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
5. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
6. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
7. The Owner/Permittee shall secure all necessary building permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.
8. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

## **ATTACHMENT 7**

9. All of the conditions contained in this Permit have been considered and were determined necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition of this permit and the conditions of Tentative Map No. PMT-3280353 in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" condition(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

10. The Owner/Permittee shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify Owner/Permittee of any claim, action, or proceeding and, if the City should fail to cooperate fully in the defense, the Owner/Permittee shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, Owner/Permittee shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Owner/Permittee regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Owner/Permittee shall not be required to pay or perform any settlement unless such settlement is approved by Owner/Permittee.

### **ENGINEERING REQUIREMENTS:**

11. The Neighborhood Development Permit shall comply with all Conditions of the Parcel Map for Tentative Map No. PMT-3280353.

### **PLANNING/DESIGN REQUIREMENTS:**

12. The automobile, motorcycle and bicycle parking spaces must be constructed in accordance with the requirements of the SDMC. All on-site parking stalls and aisle widths shall be in compliance with requirements of the City's Land Development Code and shall not be converted and/or utilized for any other purpose, unless otherwise authorized in writing authorized by the appropriate City decision maker in accordance with the SDMC.

**INFORMATION ONLY:**

- The issuance of this discretionary permit alone does not allow the immediate commencement or continued operation of the proposed use on site. Any operation allowed by this discretionary permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Hearing Officer of the City of San Diego on [INSERT Approval Date] and [Approved Resolution Number].

Neighborhood Development Permit / No.: PMT-3352993  
Date of Approval: XX

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT

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Daniel Neri  
Development Project Manager

**NOTE: Notary acknowledgment  
must be attached per Civil Code  
section 1189 et seq.**

**The undersigned Owner/Permittee**, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

**PATH VILLAS EL CERRITO 1, LP**  
**a California limited partnership**  
Permittee

By \_\_\_\_\_  
Joel John Roberts  
Chief Executive Officer

**FAMILY HEALTH CENTERS OF SAN DIEGO, INC.**  
**a California non-profit corporation**  
Owner

By \_\_\_\_\_  
Ricardo Roman  
Chief Financial Officer

**NOTE: Notary acknowledgments  
must be attached per Civil Code  
section 1189 et seq.**

## ATTACHMENT 8

## RECITALS

The Hearing Officer of the City of San Diego adopts this Resolution based on the following:

A. FAMILY HEALTH CENTERS OF SAN DIEGO, INC., a California non-profit corporation, Owner, and PATH VILLAS EL CERRITO 1, LP, a California limited partnership, Permittee, submitted an application to the City of San Diego for a Neighborhood Development Permit to subdivide a 33,775-square-foot (0.775-acre) mixed-use project site into four separate three-dimensional parcels (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval), for the 5480 EL CAJON BOULEVARD project (Project).

B. The 0.775-acre site is located at 5468, 5472, 5476, 5478, and 5480 El Cajon Boulevard within the College Area Community Plan in the Central Urbanized Planned District Commercial CUPD-CU-2-4 zone, the Sustainable Development Area, the Complete Communities Housing Solutions FAR Tier 3 area, the Complete Communities Mobility Choices Mobility Zone 2, a Parking Impact Overlay Zone (Campus), a Parking Standards Transit Priority Area, a Transit Priority Area, and the Affordable Housing Parking Demand (High), and Very High Fire Hazard Severity overlay zones.

The project site is legally described as LOTS 3, 4, 5, 6, and 7 OF HIGHLAND GARDEN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO 1816, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY.

C. On December 16, 2025, the City of San Diego through the Development Services Department established that the Project is exempt from the California Environmental Quality Act (CEQA) (California Public Resources Code section 21000, *et. seq.*) under CEQA Guidelines 15332 (Infill

## ATTACHMENT 8

Development). There was no appeal of the Environmental Determination filed within the time period provided by San Diego Municipal Code section 112.0520.

D. On January 14, 2026, the Hearing Officer considered Neighborhood Development Permit No. PMT-3352993 pursuant to the Land Development Code of the City of San Diego, SDMC section 126.0404.

### ACTION ITEMS

Be it resolved by the Hearing Officer of the City of San Diego:

1. The Hearing Officer adopts the following findings with respect to Neighborhood Development Permit No. PMT-3352993:

#### **NEIGHBORHOOD DEVELOPMENT PERMIT – [SDMC Section 126.0404]**

##### **I. Findings for all Neighborhood Development Permits:**

###### **a. The proposed development will not adversely affect the applicable land use plan.**

The 0.775-acre project site is located at the 5400 block of El Cajon Boulevard within the [College Area Community Plan \(CACP\)](#) area in a fully developed, urban neighborhood. The CACP identifies the generalized land use of the site as Commercial ([CACP](#), Fig. 3) with a recommended residential density identified as High, 45-75 dwelling units per acre ([CACP](#), Fig. 6). The subdivision of the three-dimensional space above the existing podiums will not preclude a remodel to add to the existing structure, maintaining the realized and potentially expanded recommended density targets of the community plan.

Recommendations of [CACP](#) for commercial development along the north side of El Cajon Boulevard include permitting residential uses as part of multiple-use projects at densities of 45-110 dwelling units per acre, with a focus on locating residential development above, behind, or next to commercial uses in order to help upgrade the area by turning it into a place where people are present 24 hours a day and a place where people live as well as shop ([CACP](#), p. 72). The subdivision will maintain existing residential development above the existing ground-floor commercial space and allow for additional residential and/or commercial infill, thereby providing additional nexus between residential and commercial uses.

Therefore, the proposed subdivision will not adversely affect the applicable land use plan.

###### **b. The proposed development will not be detrimental to the public health, safety, and welfare.**

Currently, the existing premises spans across five lots where the existing development has been constructed. The proposed subdivision into four three-dimensional lots does not change the physical condition of the premises and does not expand beyond the existing footprint. All public improvements are existing as permitted and constructed under projects PTS-677892, PTS-703779, PTS-704793, PTS-677890, and PRJ-1067736. The project, which consists of the subdivision only, is consistent with the CACP and SDMC as per findings "I.a" hereby incorporated by reference, and per the existing improvements, the design of the subdivision will not be detrimental to public health, safety, or welfare.

**c. The proposed development will comply with the applicable regulations of the Land Development Code, including any allowable deviations pursuant to the Land Development Code.**

The subject premises is in the commercial zone of the Central Urbanized Planned District ([CUPD-CU-2-4](#)). The [CUPD-CU-2-4](#) zone permits a mix of heavy commercial and residential uses, and is intended to accommodate development with a pedestrian-oriented design and high-density residential use. Existing development on the site, constructed ministerially by-right and permitted under project numbers PTS-0677890 and PTS-0687534, consists of two levels of below-grade parking, a ground-floor commercial use, and two levels of podium parking spanning the entire project site. In addition, levels four through eight consist of forty-one modular residential units constructed above the western portion of the site. This mixture of commercial and residential use conforms to the purpose and intent of the applicable zoning and the Use Regulations Table per [Table 155-02C](#) of the SDMC.

The subdivision will allow for separate ownership of the four separate three-dimensional parcels. The proposed Parcel 1 will consist of the existing below-grade parking, ground-floor commercial use, and two levels of podium parking. Parcel 3 will consist of the existing forty-one modular residential units on levels four through eight. Parcel 2 is a volume above Parcel 1 that may support future development. Parcel 4 is an unbuildable envelope encompassing the horizontal extents from the existing façade to the existing property line, and vertically extending above and below the existing structure.

The SDMC does not regulate three-dimensional subdivision of parcels. It is generally recognized that lots or parcels may be legally divided under the Subdivision Map Act (SMA) either horizontally or vertically, or both ([SMA section 66424](#)). The procedure for establishing a subdivision, such as the four vertical parcels proposed here, is the same as that for creating any horizontal subdivision of lots or parcels, the exception being that the parcels must be depicted as three-dimensional and in accordance with the City of San Diego [Mapping & Land Title Document Preparation Manual](#). As a result of the proposed subdivision, the resulting parcels will be non-conforming, requiring the approval of a Neighborhood Development Permit for deviations from the CU Zone Development Regulations [SDMC 155.0242](#), [Table 155-02D](#). These deviations include:

- a) Reduction of the minimum street frontage from 25 feet to 0 feet for Parcels 1, 2, and 3.
- b) Increase of the maximum floor area ratio (FAR) from 2.0 to 5.0 for Parcels 2 and 3.

Development that does not comply with all base zone regulations requires a Planned Development Permit (Process 4), except if the development is affordable housing, in-fill, and/or a sustainable building as described in SDMC [Section 143.0915](#), it may be permitted with a Neighborhood Development Permit (Process Two) per SDMC [Section 126.0602\(b\)\(1\)](#). The project site is 100% affordable housing and in-fill development.

With approval of the allowable deviations, the subdivision will comply with the applicable zoning and development regulations of the Land Development Code.

**II. Supplemental Findings – Affordable Housing, In-Fill Projects, or Sustainable Buildings Deviation:**

**a. The development will materially assist in accomplishing the goal of providing affordable housing, in-fill projects, or sustainable buildings opportunities.**

The development, as described in Findings "I.a" and "I.b." above, hereby incorporated by reference, maintains existing affordable housing units and allows for the further expansion of commercial and/or residential uses to materially assist in accomplishing the goal of providing affordable housing and in-fill projects.

**b. Any proposed deviations are appropriate for the proposed location.**

The deviations as described in Finding "I.c." above, hereby incorporated by reference, are appropriate for the proposed location.

2. The above findings are supported by the minutes, maps, and exhibits, all of which are incorporated by this reference.

3. Based on these findings adopted by the Hearing Officer, Neighborhood Development Permit No. PMT-3352993 is granted by the Hearing Officer to the referenced Owner/Permittee, in the form, exhibits, terms, and conditions as set forth in Neighborhood Development Permit No. PMT-3352993, a copy of which is attached to and made a part of this Resolution by this reference.

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Daniel Neri  
Development Project Manager  
Development Services

Adopted on: January 14, 2026  
IO#: 11004543



## COFFEY ENGINEERING, INC.

January 2, 2026

The City of San Diego  
Development Services  
1222 First Avenue  
San Diego, CA 92101-4154

RE: Project Number: **PRJ-1109735**  
5480 El Cajon Blvd, San Diego, CA 92115  
**Tentative Map: Underground Utilities Waiver Request**

On behalf of the project owner, Family Health Centers of San Diego, and in accordance with San Diego Municipal Code, Article 4: Subdivision Regulations, Division 2: Tentative Map Regulations, Section 144.0242 (c.1.B), and Council Policy 600-25, we hereby request a waiver of the requirement to underground existing overhead utilities on this project for the following reason:

1. The conversion involves a short span of overhead facility (less than a full block in length) and would not represent a logical extension to an underground facility.

If we can be of further service in this matter, please feel free to contact us. Thank you.

Sincerely,  
Coffey Engineering, Inc.

A handwritten signature in black ink that reads "Michael C. Kinnear".

Michael C. Kinnear, PE



THE CITY OF SAN DIEGO

**Date of Notice:** December 16, 2025

## **NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION DEVELOPMENT SERVICES DEPARTMENT**

SAP No. 11004543

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**UPDATE:** Due to project changes, an updated environmental review was conducted, and a revised environmental determination was made, thereby necessitating the issuance of a new Notice of Right to Appeal.

**PROJECT NAME / NUMBER:** 5480 El Cajon Boulevard / PRJ-1109735

**COMMUNITY PLAN AREA:** College Area

**COUNCIL DISTRICT:** 9

**LOCATION:** 5468, 5472, 5476, 5478, and 5480 El Cajon Boulevard, San Diego, California 92115

**PROJECT DESCRIPTION:** A TENTATIVE MAP and NEIGHBORHOOD DEVELOPMENT PERMIT for the consolidation and subdivision of a single parcel into four three-dimensional parcels. Deviations are being requested for the processing of the subdivision related to: 1) reduction of the minimum street frontage from 25 feet to 0 feet for parcels 1, 2, and 3; and 2) increase of the maximum floor area ratio (FAR) from 2.0 to 5.0 for parcels 2 and 3. No construction is proposed; however, the site is developed with a mixed-use development. The 0.775-acre site is located at 5468, 5472, 5476, 5478, and 5480 El Cajon Boulevard. The site is designated Commercial and zoned Central Urbanized Planned District Commercial CU-2-4 within the College Area Community Plan area. The project is located within the Parking Impact Overlay Zone (Campus Impact), Transit Area Overlay Zone, Parking Standards Transit Priority Area, Transit Priority Area, Affordable Housing Parking Demand, and the Very High Fire Hazard Severity Zone. (LEGAL DESCRIPTION: Lots 3 through 7 of Highland Gardens in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1816, filed in the Office of the County Recorder of San Diego County, December 31, 1924).

**ENTITY CONSIDERING PROJECT APPROVAL:** City of San Diego Hearing Officer

**ENVIRONMENTAL DETERMINATION:** Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA State Guidelines Section 15061(b)(3).

**ENTITY MAKING ENVIRONMENTAL DETERMINATION:** City of San Diego

**STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:** The City of San Diego determined that the project would qualify to be exempt from CEQA pursuant to Section 15332, In-fill

Development Projects. The project proposes subdividing the site into four three-dimensional parcels. The project qualifies for the CEQA Section 15332 exemption based on the following: 1) the project is consistent with land use commercial designation and CU-2-4 zone 2) the project site is within the City limits on a site that is less than 5 acres (0.775-acre site); 3) the site is already developed and has no value for listed species; 4) no significant impacts related to traffic, noise, air quality or water quality would occur; and 5) the site can adequately be served by all public utilities and services considering its location within an urbanized area. No construction is proposed as a result of this action. The project does not propose any changes to the physical environment, as it is only a mapping action, and no physical change would result. Therefore, there is no possibility of a significant effect on the environment resulting from the tentative map.

**DEVELOPMENT PROJECT MANAGER:** Daniel Neri

**MAILING ADDRESS:** 1222 First Avenue, MS 501, San Diego, CA 92101-4153

**PHONE NUMBER / EMAIL:** (619) 687-5967 / [DNERI@sandiego.gov](mailto:DNERI@sandiego.gov)

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On December 16, 2025, the City of San Diego made the above-referenced environmental determination pursuant to the CEQA. This environmental determination is appealable to the City Council. If you have any questions about this determination, contact the City Development Project Manager listed above.

Applications to appeal the CEQA environmental determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk by 5:00 p.m. within ten (10) business days from the date of the posting of this Notice, which ends on December 31, 2025. Appeals to the City Clerk must be filed by email or in person as follows:

- 1) **Appeals filed via E-mail:** The Environmental Determination Appeal Application Form [DS-3031](#) can be obtained at <https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/forms/ds3031>. Send the completed appeal form (including grounds for appeal and supporting documentation in PDF format) by email to [Hearings1@sandiego.gov](mailto:Hearings1@sandiego.gov) by 5:00 p.m. on the last day of the appeal period; your email appeal will be acknowledged within 24 business hours. You must separately mail the appeal fee by check, payable to the City Treasurer, to: City Clerk/Appeal, MS 2A, 202 C Street, San Diego, CA 92101. The appeal filing fee must be postmarked by the United States Postal Service (USPS) on or before the final appeal filing date. Please include the project number on the memo line of the check.
  
- 2) **Appeals filed in person:** Environmental Determination Appeal Application Form [DS-3031](#) can be obtained at <https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/forms/ds3031.pdf>. Bring the fully completed appeal application [DS-3031](#) (including grounds for appeal and supporting documentation) to the City Administration Building – Public Information Counter (Open 8:00 a.m. to 5:00 p.m. Monday through Friday excluding City-approved holidays), 1st Floor Lobby, located at 202 C Street, San Diego, CA 92101, by 5:00 p.m. on the last day of the appeal period. The completed appeal form must include the required appeal fee, payable by check to the City Treasurer.

This information will be made available in alternative formats upon request.

**POSTED ON THE CITY'S CEQA WEBSITE**

**POSTED:** 12/16/2025

**REMOVED:** 12/31/2025

*Leilani Phillips*

	<b>City of San Diego Development Services</b> 1222 First Ave., MS 302 San Diego, CA 92101 (619) 446-5000	<b>Ownership Disclosure Statement</b>	<b>FORM DS-318</b> <small>October 2017</small>
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**Approval Type:** Check appropriate box for type of approval(s) requested:  Neighborhood Use Permit  Coastal Development Permit  
 Neighborhood Development Permit  Site Development Permit  Planned Development Permit  Conditional Use Permit  Variance  
 Tentative Map  Vesting Tentative Map  Map Waiver  Land Use Plan Amendment •  Other \_\_\_\_\_

**Project Title:** FHCSD EL CERRITO HOUSING 5480 El Cajon Boulevard **Project No. For City Use Only:** 1109735

**Project Address:** 5472 - 5480 El Cajon Blvd.,  
 San Diego, CA 92115

**Specify Form of Ownership/Legal Status (please check):**

Corporation  Limited Liability -or-  General - What State? CA \_\_\_\_\_ Corporate Identification No. \_\_\_\_\_  
 Partnership  Individual

By signing the Ownership Disclosure Statement, the owner(s) acknowledge that an application for a permit, map or other matter will be filed with the City of San Diego on the subject property with the intent to record an encumbrance against the property. Please list below the owner(s), applicant(s), and other financially interested persons of the above referenced property. A financially interested party includes any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver or syndicate with a financial interest in the application. If the applicant includes a corporation or partnership, include the names, titles, addresses of all individuals owning more than 10% of the shares. If a publicly-owned corporation, include the names, titles, and addresses of the corporate officers. (A separate page may be attached if necessary.) If any person is a nonprofit organization or a trust, list the names and addresses of ANY person serving as an officer or director of the nonprofit organization or as trustee or beneficiary of the nonprofit organization. A signature is required of at least one of the property owners. Attach additional pages if needed. Note: The applicant is responsible for notifying the Project Manager of any changes in ownership during the time the application is being processed or considered. Changes in ownership are to be given to the Project Manager at least thirty days prior to any public hearing on the subject property. Failure to provide accurate and current ownership information could result in a delay in the hearing process.

**Property Owner**

Name of Individual: Ricardo Roman on behalf of Family Health Centers of San Diego  Owner  Tenant/Lessee  Successor Agency

Street Address: 823 Gateway Center Way

City: San Diego \_\_\_\_\_ State: CA \_\_\_\_\_ Zip: 92102

Phone No.: (619) 906-4603 \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: ricardor@fhcsd.org

Signature:  Date: 3/6/2024

Additional pages Attached:  Yes  No

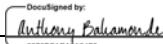
**Applicant**

Name of Individual: Anthony Bahamondes on behalf of PATH Villas El Cerrito 1, L.P.  Owner  Tenant/Lessee  Successor Agency

Street Address: 340 N. Madison Ave

City: Los Angeles \_\_\_\_\_ State: CA \_\_\_\_\_ Zip: 90004

Phone No.: 213-359-2702 \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: anthonyb@pathventures.org

Signature:  Date: 3/6/2024

Additional pages Attached:  Yes  No

**Other Financially Interested Persons**

Name of Individual: N/A  Owner  Tenant/Lessee  Successor Agency

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Additional pages Attached:  Yes  No

Printed on recycled paper. Visit our web site at [www.sandiego.gov/development-services](http://www.sandiego.gov/development-services).  
 Upon request, this information is available in alternative formats for persons with disabilities.



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AGENCY FORMED BY THE CITY OF  
SAN DIEGO**

Apr 07, 2023 12:14 PM

OFFICIAL RECORDS  
JORDAN Z. MARKS,  
SAN DIEGO COUNTY RECORDER  
FEES: \$0.00 (SB2 Atkins: \$0.00)  
PCOR: N/A

PAGES: 9

**Recording Requested By:**  
Commonwealth Land Title Company  
**When Recorded Mail To:**  
Christensen & Spath LLP  
401 West A Street, Suite 2250  
San Diego, CA 92101 01909586

**FIRST AMENDMENT TO  
AGREEMENT AUTHORIZING AFFORDABLE HOUSING DENSITY BONUS,  
INCLUSIONARY ORDINANCE EXEMPTION AND  
IMPOSING COVENANTS, CONDITIONS AND RESTRICTIONS ON REAL  
PROPERTY  
(5476 El Cajon Boulevard)**

THIS FIRST AMENDMENT TO AGREEMENT AUTHORIZING AFFORDABLE HOUSING DENSITY BONUS, INCLUSIONARY ORDINANCE EXEMPTION AND IMPOSING COVENANTS, CONDITIONS AND RESTRICTIONS ON REAL PROPERTY ("First Amendment") is dated as of the 27<sup>th</sup> day of February, 2023, by FHCSD El Cerrito, LLC, a California limited liability company ("Developer"), and the San Diego Housing Commission ("Commission").

**RECITALS**

A. The Commission and Developer are all of the parties to that certain Affordable Housing Density Bonus and Inclusionary Ordinance Compliance Agreement Imposing Covenants, Conditions and Restrictions on Real Property, dated September 7, 2021, and recorded in the Office of the Recorder of the County of San Diego on September 16, 2021, as Instrument No. 2021-0655399 ("Density Bonus Agreement"). All terms not defined herein shall have the meanings set forth in the Density Bonus Agreement.

B. The Developer is the owner of the real property ("Property") described in the Density Bonus Agreement. The Density Bonus Agreement provides that it may be modified only in writing signed by the Developer and the Commission (Density Bonus Agreement, Section 21(b)). The Developer and the Commission desire to amend the Density Bonus Agreement as set forth in this First Amendment.

NOW, THEREFORE, in furtherance of the recitals stated above, the mutual covenants set forth below, the Developer and the Commission hereby amend the Density Bonus Agreement, and agree, promise and declare as follows:

1. Amendment to Definition of Property and Exhibit A. Prior to the close of construction financing for the Project, if Developer's property is not then subdivided pursuant to the Map, Developer will enter into a ground lease with its designee creating a leasehold interest in a portion of the Property substantially as shown on the Map as Parcel 4, at which time this Density Bonus Agreement will be amended to modify the term "Property" and the legal description attached as Exhibit "A" to the Density Bonus Agreement, such that it will encumber solely Developer's tenant's leasehold interest. In connection with the subdivision in accordance with the Map, the parties shall give effect to the terms of Section 22 of the Density Bonus Agreement. In addition, notwithstanding that this Density Bonus Agreement encumbers the entire Property prior to recordation of the subdivision map, the restrictions set forth herein shall not be construed to apply to FHCSD El Cerrito, LLC's New Markets Tax Credit project or PATH Villa El Cerrito 1, L.P.'s 41-unit affordable residential development.

2. Restatement of Recital A. Recital A to the Density Bonus Agreement is hereby amended and restated in its entirety to provide as follows:

A. Developer currently owns and intends to transfer a portion of the real property in the City of San Diego, County of San Diego, California, more particularly described on Exhibit "A" attached hereto ("Property") to an affiliate. Developer's affiliate desires to construct one hundred thirty-one (131) dwelling units upon a portion of the Property ("Project").

3. Restatement of Recital B. Recital B to the Density Bonus Agreement is hereby amended and restated in its entirety to provide as follows:

B. Applicable land use regulations for the Property, would allow the construction of eighty-six (86) dwelling units. Developer has applied for and the Commission and the City of San Diego ("City") have granted a density bonus pursuant to Chapter 14, Article 3, Division 7 of the San Diego Municipal Code (the "Density Bonus Law"), which allows the construction of a total of one hundred seventy-two (172) total dwelling units on the Property which includes the Project.

4. Deletion of Recitals D and E. The Density Bonus Agreement is hereby amended to delete and remove Recitals D and E in their entireties.

5. Restatement of Recital G. Recital G to the Density Bonus Agreement is hereby amended and restated in its entirety to provide as follows:

G. The City has delegated to the President and CEO of the Commission the authority to execute this Agreement concerning the Property assuring compliance with the Density Bonus Law. The President and CEO of the Commission is willing to grant a density bonus with respect to the combined Property authorizing the construction of one hundred thirty-one (131) dwelling units on the Project. Developer, in order to facilitate future development of the Property by its affiliate, is willing to participate in a rental control program ensuring affordability in connection with the nine (9) Affordable Units subject to the terms, covenants, and

conditions contained in this Agreement. Developer acknowledges that the density bonus would not be granted in the absence of Developer's express covenant to restrict the usage of the Affordable Units, as more fully set forth hereinbelow.

6. Restatement of Section 1. Section 1 of the Density Bonus Agreement is hereby amended and restated in its entirety to provide as follows:

1. Developer Covenants. Developer agrees and covenants on behalf of any owner of the Property that develops the Project and each successor in interest to the Property, that at all times during the Term of this Agreement (as defined in Section 11 below) set forth herein one (1) studio dwelling unit and eight (8) one-bedroom dwelling units on the Project shall be set aside and reserved as "Affordable Units." As used herein the term "Affordable Units" shall refer to the residential dwelling units on the Project which are held available strictly in accordance with the terms and conditions set forth below. Notwithstanding the foregoing, in the event that, prior to the commencement of construction of the Affordable Units, Developer desires to adjust the above mix of studio dwelling units, one-bedroom dwelling units and two-bedroom dwelling units, and requests the Commission's consent to the same, the Commission agrees that it shall consider such request in good faith and shall not unreasonably withhold its consent to such request. In the event the Commission consents to such adjustment, then Developer and the Commission shall execute and record an amendment to this Amendment memorializing such adjustment. In no event shall any adjustment to mix of studio dwelling units, one-bedroom dwelling units and two-bedroom dwelling units reduce the total number of units required to be set aside and reserved as Affordable Units under this Agreement.

7. Restatement of Section 16. Section 16 of the Density Bonus Agreement is hereby amended and restated in its entirety to provide as follows:

16. Density Bonus and Inclusionary Ordinance Compliance. In consideration of Developer's covenants hereunder, and on the condition subsequent that Developer (or its successor) performs its obligations hereunder, Commission hereby agrees that Developer (or its successor) has satisfied Commission's requirements with the provision of the nine (9) Affordable Units as described herein to qualify for a density bonus for the Property, pursuant to Government Code Section 65915, and to comply with the requirements of the Inclusionary Ordinance. Accordingly, if Developer is able to secure all required building permits from the City a maximum of 172 dwelling units may be constructed on the Property, which includes the Project. Commission shall have no concern with, and shall not be responsible in any way for, the processing of Developer's building permits or other permit applications with the City of San Diego. If Developer does not receive all of the necessary permits and approvals to construct the Project, Developer and Commission agree that this Agreement, the density bonus and satisfaction of the requirements of the Inclusionary Ordinance granted herein shall be null and void and of no further force and effect.

8. No Novation. This First Amendment is made with respect to the Density Bonus Agreement only; nothing contained herein or in any of the documents executed in conjunction herewith, shall be deemed an amendment, novation, waiver, exoneration, revision or restatement of any other contract, instrument, deed of trust or agreement between the Developer and the Commission, or any portions thereof, and the same shall remain in full force and effect, notwithstanding the execution and recordation hereof.

9. General Provisions.

(a) Counterparts. This First Amendment may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

(b) Conflicts. In the event of any conflict between the Density Bonus Agreement or any document executed in conjunction therewith and this First Amendment, this First Amendment shall control.

(c) Recitals Incorporated. The Recitals to this First Amendment are hereby incorporated in this First Amendment by this reference.

(d) Severability. If any provision of this First Amendment is deemed to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from the rest of this First Amendment and the remaining provisions shall continue in full force and effect.

(e) Signature Authority. All individuals signing this First Amendment for a party which is a corporation, partnership, limited liability company or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the other parties hereto that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

**DEVELOPER:**

FHCSD El Cerrito, LLC, a California limited liability company

By: Family Health Centers of San Diego, Inc.,  
a California nonprofit public benefit corporation  
Its: Member

By: Ricardo Roman,  
Ricardo Roman, Chief Financial Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**COMMISSION:**  
San Diego Housing Commission

By:   
Molly Weber  
Senior Vice President of Policy and Land Use

APPROVED AS TO FORM:  
Christensen & Spath LLP

By:   
Walter F. Spath III, General Counsel  
San Diego Housing Commission

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

)

County of San Diego )

On 3 March, 2023, before me, B. Suavengco, notary public, personally appeared Ricardo Roman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

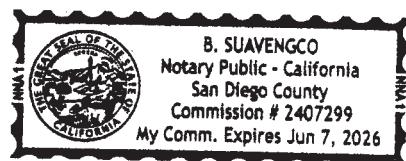
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

)

County of San Diego )

On March 3rd, 2023, before me, Zinnia Burgoin, notary public, personally appeared Molly Weber who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

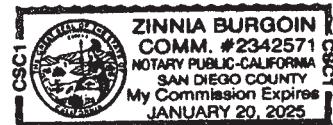
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Zinnia Burgoin

(Seal)



**EXHIBIT "A"**

**Legal Description of the Property**

That certain leasehold interest in real property located in the City of San Diego, County of San Diego, State of California more particularly described as follows:

# EXHIBIT "A"

ATTACHMENT 12

All that certain real property situated in the County of San Diego, State of California, described as follows:

## AIR RIGHTS PARCEL 3

PORTIONS OF LOTS 5, 6, AND 7 OF HIGHLAND GARDEN, ACCORDING TO THE MAP THEREOF NO. 1816, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, DECEMBER 30, 1924 AS FILE NO. 55693, LYING BETWEEN A LOWER VERTICAL LIMIT AT AN ELEVATION OF 458.87 FEET AND AN UPPER VERTICAL LIMIT AT AN ELEVATION OF 511.37 FEET, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7, THENCE NORTH 60°23'09" EAST A DISTANCE OF 11.54 FEET TO THE **TRUE POINT OF BEGINNING**, THENCE NORTH 00°21'49" EAST A DISTANCE OF 127.85 FEET, THENCE NORTH 80°41'01" EAST A DISTANCE OF 56.42 FEET, THENCE SOUTH 09°20'30" EAST A DISTANCE OF 126.00 FEET, THENCE NORTH 80°39'30" EAST A DISTANCE OF 41.40 FEET, THENCE SOUTH 09°20'30" EAST A DISTANCE OF 25.87 FEET, THENCE SOUTH 80°39'30" WEST A DISTANCE OF 119.38 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID ELEVATIONS ARE EXPRESSED IN TERMS OF THE UNITED STATES COAST AND GEODETIC SURVEY DATUM OF 1929 AS OF THE DATE OF THIS INSTRUMENT AND IS BASED UPON THE CITY OF SAN DIEGO BENCHMARK, BEING A BRASS PLUG LOCATED AT THE NORTHWEST CORNER OF GILBERT DRIVE AND 55TH STREET AND HAVING AN ELEVATION OF 423.428 FEET

APN: 466-692-04-00, 466-692-05-00 (portions)



Sep 16, 2021 09:30 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 27

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THE BENEFIT OF A STATE AGENCY  
FORMED BY THE CITY OF SAN DIEGO**

**Recording Requested By:**

**Commonwealth Land Title Company**

**When Recorded Mail To:**

Christensen & Spath LLP  
550 West C Street, Suite 1660  
San Diego, CA 92101

*09/17/21*

**AFFORDABLE HOUSING DENSITY BONUS AND INCLUSIONARY ORDINANCE  
COMPLIANCE AGREEMENT IMPOSING COVENANTS, CONDITIONS AND  
RESTRICTIONS ON REAL PROPERTY**

**(5476 El Cajon Boulevard)**

THIS AFFORDABLE HOUSING DENSITY BONUS AND INCLUSIONARY ORDINANCE COMPLIANCE AGREEMENT IMPOSING COVENANTS, CONDITIONS AND RESTRICTIONS ON REAL PROPERTY ("Agreement") is dated as of the 7<sup>th</sup> day of September, 2021, between FHCSD El Cerrito, LLC, a California limited liability company ("Developer"), and the San Diego Housing Commission ("Commission").

**RECITALS**

*see Exhibit A & B*

A. Developer currently owns and intends to transfer a portion of the real property in the City of San Diego, County of San Diego, California, more particularly described on Exhibit "A" attached hereto ("Property") to an affiliate. Developer's affiliate desires to construct one hundred five (105) dwelling units upon a portion of the Property ("Project").

B. Applicable land use regulations for the combined Property and Adjacent Property, would allow the construction of eighty-six (86) dwelling units. Developer has applied for and the Commission and the City of San Diego ("City") have granted a density bonus pursuant to Chapter 14, Article 3, Division 7 of the San Diego Municipal Code (the "Density Bonus Law"), which allows the construction of a total of one hundred forty-six (146) total dwelling units on the Property which includes the Project.

C. In order to obtain the density bonus, Developer in order to facilitate future development of the Project by its affiliate, Developer has agreed to restrict the occupancy of nine (9) of the dwelling units at the Project ("Density Bonus Affordable Units") so that the Affordable Units are affordable to low-income households at a rent, including any and all homeowners association fees or other similar fees (the rent will also include a utility adjustment based upon the "San Diego Housing Commission Utility Allowance Schedule," as adjusted from time to time, a copy of which is available at the Commission offices), that does not exceed thirty percent (30%)

of sixty percent (60%) of area median income, pursuant to the Density Bonus Law and as provided in this Agreement.

D. Developer, Developer in order to facilitate future development of the Property by its affiliate, has elected to comply with the City of San Diego's ("City") Permit Now program (see, City of San Diego Development Services Department Information Bulletin 195), which requires all of the dwelling units at the Property, except for the manager's units to be affordable to low-income households at a rent, including any and all homeowners association fees or other similar fees (the rent will also include a utility adjustment based upon the "San Diego Housing Commission Utility Allowance Schedule," as adjusted from time to time, a copy of which is available at the Commission offices), that does not exceed thirty percent (30%) of sixty percent (60%) of area median income and as provided in this Agreement. There will be nine (9) Density Bonus Affordable Units and two (2) manager's units at the Property. Therefore, the remaining ninety-four (94) dwelling units ("Permit Now Affordable Units") shall also be affordable to low-income households at a rent, including any and all homeowners association fees or other similar fees (the rent will also include a utility adjustment based upon the "San Diego Housing Commission Utility Allowance Schedule," as adjusted from time to time, a copy of which is available at the Commission offices), that does not exceed thirty percent (30%) of sixty percent (60%) of area median income, pursuant to the Density Bonus Law and as provided in this Agreement.

E. Therefore, there shall be one hundred three (103) rent and occupancy restricted units ("Affordable Units") in the Project, consisting of the nine (9) Density Bonus Affordable Units plus the ninety-four (94) Permit Now Affordable Units.

F. Development of the Property is also governed by Chapter 14, Article 2, Division 13 of the San Diego Municipal Code ("Inclusionary Ordinance"). The Inclusionary Ordinance can be satisfied by providing at least ten percent (10%) of the pre-density bonus dwelling units in the proposed project as affordable to households with household incomes below specified levels for a period of not less than fifty-five (55) years. The Project is meeting the requirements of the Inclusionary Ordinance by providing the Affordable Units as set forth herein.

G. The City has delegated to the President and CEO of the Commission the authority to execute this Agreement concerning the Property assuring compliance with the Permit Now program and Density Bonus Law. The President and CEO of the Commission is willing to grant a density bonus with respect to the combined Property authorizing the construction of one hundred five (105) dwelling units on the Property. Developer, in order to facilitate future development of the Property by its affiliate, is willing to participate in a rental control program ensuring affordability in connection with the one hundred three (103) Affordable Units (excluding the two (2) managers' units) subject to the terms, covenants, and conditions contained in this Agreement. Developer acknowledges that the density bonus would not be granted in the absence of Developer's express covenant to restrict the usage of the Affordable Units, as more fully set forth hereinbelow.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration Commission and Developer agree as follows:

## AGREEMENT

1. Developer Covenants. Developer agrees and covenants on behalf of any owner of the Property that develops the Project and each successor in interest to the Property, that at all times during the Term of this Agreement (as defined in Section 11 below) set forth herein forty-two (42) studio dwelling units, sixty-two (62) one-bedroom dwelling units and one (1) two-bedroom dwelling units on the Property shall be set aside and reserved as "Affordable Units." As used herein the term "Affordable Units" shall refer to the residential dwelling units on the Property which are held available strictly in accordance with the terms and conditions set forth below. Notwithstanding the foregoing, in the event that, prior to the commencement of construction of the Affordable Units, Developer desires to adjust the above mix of studio dwelling units, one-bedroom dwelling units and two-bedroom dwelling units, and requests the Commission's consent to the same, the Commission agrees that it shall consider such request in good faith and shall not unreasonably withhold its consent to such request. In the event the Commission consents to such adjustment, then Developer and the Commission shall execute and record an amendment to this Amendment memorializing such adjustment. In no event shall any adjustment to mix of studio dwelling units, one-bedroom dwelling units and two-bedroom dwelling units reduce the total number of units required to be set aside and reserved as Affordable Units under this Agreement.

2. Area Median Income. As used herein, "Area Median Income" or "AMI" shall mean the area median income, as adjusted for family size, for the San Diego-Carlsbad Metropolitan Statistical Area, established periodically by the U.S. Department of Housing and Urban Development ("HUD") and published in the Federal Register. In the event HUD ceases to publish an established Area Median Income as aforesaid, the Commission may, in its sole discretion, use any other reasonably comparable method of computing Area Median Income.

3. Developer Covenants Concerning the Affordable Units.

(a) Occupancy Restrictions. During the Term of this Agreement, each of the Affordable Units shall be occupied by a person or family earning at or below sixty percent (60%) of the Area Median Income. Additionally, and notwithstanding anything contained herein to the contrary, in the event Developer receives an award or allocation of federal low income housing tax credits under Section 42 of the Internal Revenue Code ("LIHTCs") with respect to the Affordable Units, and a person or family who, at the commencement of his, hers or its occupancy of an Affordable Unit, qualified as a tenant earning at or below sixty percent (60%) of the Area Median Income, but such person's or family's income subsequently increases above such limit, then such person or family shall be treated as set forth in Section 42(g)(2)(D) of the Internal Revenue Code. An Affordable Unit occupied by a person or family earning at or below sixty percent (60%) of the Area Median Income shall be deemed, upon the termination of such person's or family's occupancy, to be continuously occupied by a person or family earning at or below sixty percent (60%) of the Area Median Income until such Affordable Unit is re-occupied, provided Developer actively and continuously markets such Affordable Unit for occupancy by a tenant of the same income classification.

(b) Rent Restrictions. During the Term of this Agreement, the monthly rental rate for each of the Affordable Units (which shall include a utility allowance based upon the "San Diego Housing Commission Utility Allowance Schedule," as adjusted from time to time) shall not exceed 1/12 of thirty percent (30%) of sixty percent (60%) of the Area Median Income, as adjusted for assumed family size and utilities.

4. Deed of Trust.

(a) Execution and Recordation. Developer shall, concurrently with the execution of this Agreement, execute, acknowledge and record a deed of trust on the Property ensuring timely performance of the obligations set forth in this Agreement ("Deed of Trust"). The Deed of Trust shall be subordinated to the construction deed(s) of trust and/or permanent financing in favor of institutional lenders, as approved by the President and CEO of the Commission in his reasonable discretion. The subordination shall be upon such terms and conditions and for such periods of time as the President and CEO may approve to protect the provision of affordable housing as required by this Agreement. Commission shall reconvey the Deed of Trust following the expiration of the fifty-five (55) year Term of this Agreement.

(b) Foreclosure on the Property. In the event of a foreclosure on the Property during the Term which eliminates the Deed of Trust, the new owner, upon five (5) days written notice from the Commission, shall: (i) execute, acknowledge and deliver to the Commission an assignment and assumption agreement in a form as approved by the Commission, in its reasonable discretion, for recordation; (ii) execute, acknowledge and deliver to the Commission a deed of trust, in a form as approved by the Commission, in its reasonable discretion, to be recorded against the Property, in a lien priority immediately junior to the assignment and assumption agreement and securing the performance of this Agreement; and (iii) reimburse the Commission for all of its attorneys' fees and costs in connection with the foregoing, including all costs, attorneys' fees, and expert witnesses fees incurred by the Commission in obtaining compliance by the new owner, including those incurred in litigation, if any.

5. Design, Construction and Occupancy Schedule for the Affordable Units. The Affordable Units shall receive final inspection approval no later than the date that the market-rate units receive final inspection and approval. Time is of the essence in the occupancy of the Affordable Units.

6. Extension of Time Parameters for Good Cause. The President and CEO of the Commission may, in his sole discretion, extend one or more time deadlines for performance as referenced in this Agreement for good cause. "Good cause" shall include, but shall not be limited to, acts of God, pandemic, labor strikes, war, riots, etc., as shall be determined by the President and CEO in his sole discretion.

7. Eligibility. No Affordable Unit shall be rented to a prospective tenant or occupied by any person unless and until the Commission, through its designated staff, has verified that the prospective tenant or occupant is eligible, and that affordable rents will be charged in accordance with the criteria set forth in this Agreement. Developer and/or its successor in interest shall ensure that all eligibility and rent criteria are met during the term of this Agreement. Annually, on the anniversary of the initial certification of compliance as determined by the Commission of each

year during the term of this Agreement, Developer or its successor in interest shall certify to the Commission that the Affordable Units are being occupied by eligible tenants. Said certification shall be on forms acceptable to the Commission.

8. Indemnity. Developer (or its successor in interest) agrees to indemnify, defend and hold harmless the Commission, the City of San Diego, the Housing Authority of the City of San Diego, and any and all of their respective Commissioners, members, officers, agents, servants, or employees (the "Indemnitees") from and against all claims, liens, claims of lien, losses, damages, costs, and expenses, whether direct or indirect, arising in any way from the construction, sale, rental or operation of the Property and/or any of the units, or from the default by Developer (or its successor in interest) in the performance of its obligations under this Agreement; provided, however, that Developer (or its successor in interest) shall not be required to indemnify, defend or hold harmless any of the Indemnitees from claims, losses, damages, costs and expenses related to the sole negligence or willful misconduct of the Indemnitees.

9. Covenants to Run With the Land. Developer agrees that all of its obligations hereunder shall constitute covenants, which shall run with the land and shall be binding upon the Property and upon every person having any interest therein at any time and from time to time during the Term of this Agreement. Further, Developer agrees that, if a court of competent jurisdiction determines that the obligations set forth herein do not qualify as covenants running with the land, they shall be enforced as equitable servitudes.

10. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective heirs, successors and assigns. Prior to the Term of this Agreement, the Developer shall not transfer, sell or otherwise dispose of the Property (it being acknowledged and understood that Developer intends to transfer a portion of the Property to an affiliate for development of the Project). During the Term, Developer shall not sell, transfer or otherwise dispose of the Property, any portion thereof, or any interest therein (other than leases entered into in accordance with this Agreement) unless the proposed transferee shall have executed and delivered to Commission an express written assumption of all of Developer's obligations under this Agreement, on a form reasonably acceptable to Commission. Upon any such assignment in accordance with this Section 10, Developer shall be released from all prospective liability and responsibility under the terms of this Agreement.

11. Restrictions. The following restrictions shall also be applicable to the Affordable Units:

(a) No Relationship With Developer. No Affordable Unit shall be occupied or leased to Developer or any relative (by blood or marriage) of Developer or of any individuals who are members, principals, executives, directors, partners or shareholders of Developer or in any entity having an ownership in Developer or in the Property.

(b) No Full-Time Students. No Affordable Unit shall be occupied or leased to any household comprised exclusively of persons who are full-time students, unless such persons are married and eligible to file a joint federal income tax return and both of such persons reside in the Affordable Unit. The term "full-time student" shall be defined as any person who will be or has

been a full-time student during five calendar months of the calendar year in question at an educational institution (other than a correspondence school) with regular faculty and students.

(c) No Student Dependents. Notwithstanding the provisions of section 11(b), no Affordable Unit shall be occupied or leased to any student dependent as defined in the U.S. Internal Revenue Code, unless the taxpayer (upon whom the student in question is dependent) resides in the same unit.

(d) No Owners of Real Property. No Affordable Unit shall be occupied or leased to any person or any household comprised of one or more persons who own real property.

(e) Liquid Asset Limitation. No Affordable Unit shall be occupied or leased to any person or household holding, directly or indirectly, liquid assets whose aggregate value exceeds, at the time of determination of eligibility, sixty-five percent (65%) of the then-current annual Area Median Income. As used herein, the term "liquid assets" refers to cash and assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term "liquid assets" shall not include retirement funds which are not readily accessible or which cannot be accessed by the tenant without the tenant incurring a penalty.

(f) Income of Co-Tenants. The income of all co-tenants and/or occupants shall be taken into account in determining whether a tenant or prospective tenant meets the requirements of this Agreement.

(g) Eligible Tenants - Increased Income. If as a result of the annual recertification procedure described above any household which was previously determined to be eligible to occupy an Affordable Unit is determined to be ineligible as a result of increased income or assets, the Commission will provide written notification thereof, and Developer shall have one hundred eighty days (180) from the date of notification to take all reasonable steps to pursue eviction of the ineligible household. If Developer fails to act within the one hundred eighty day (180) period, the Commission shall require payment of a fee by Developer, provided that no fee shall be payable so long as Developer is diligently pursuing eviction of the ineligible household by appropriate proceedings. Under this fee requirement, the ineligible tenant residing in the Affordable Unit shall pay the full market rate rent, and Developer shall pay the difference between the affordable rent and the full market rate rent, as determined by the Commission, to the Commission. The period of fee payment shall in no event exceed a period of six months, at which time Developer's failure to provide such Affordable Unit to a household eligible hereunder shall constitute a material default under this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, when a tenant occupies a unit subject to a TCAC Regulatory Agreement by and between the Developer and TCAC pursuant to Section 42 of the Internal Revenue Code, such tenant shall be evicted as a result of such tenant being over income only as and when allowed by such TCAC Regulatory Agreement, the State of California Department of Housing and Community Development or by Federal law, including 26 U.S.C. §42. In the event of conflict between the over income regulations of this Declaration and the TCAC Regulatory Agreement, the TCAC Regulatory Agreement provisions shall apply.

12. Term. Pursuant to Government Code Section 65915, the Density Bonus Law and the Inclusionary Ordinance the term of this Agreement ("Term") shall begin upon the completion of the construction of the Project, evidenced by the first certificate of occupancy, and shall remain in full force and effect for a period of fifty-five (55) years therefrom.

13. Incentives. Government Code Section 65915 requires that cities and counties provide a developer of a housing development which meets the requirements defined in subsection 65915(b) with a density bonus, and offer at least one additional concession or incentive to Developer to assist with the feasibility of the affordable housing project. Developer hereby acknowledges receipt of at least one additional concession or incentive in exchange for Developer's agreement to restrict the rents of the Affordable Units.

14. Covenant Against Discrimination. Developer agrees that neither it nor its agents shall unlawfully discriminate against any tenant or prospective tenant of any Affordable Unit on the basis of race, color, religion, sex, sexual orientation, national origin, physical handicap, or the fact that a prospective tenant or tenant has a child or children.

15. Enforcement; Remedies; Security.

(a) Standing; Equitable Remedies; Remedies Cumulative. Developer expressly agrees and declares that Commission or any successor public agency shall be the proper party and shall have standing to initiate and pursue any and all actions or proceedings, at law or in equity, to enforce the provisions hereof and/or to recover damages for any event that is expressly stated to be a material default hereunder and which event remains uncured following sixty (60) days' written notice to Developer by Commission (or up to one hundred twenty (120) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of Commission, being diligently pursued), notwithstanding the fact that such damages or the detriment arising from such a material default that remains uncured as aforesaid may have actually been suffered by some other person or by the public at large. Further, Developer expressly agrees that injunctive relief and specific performance are proper pre-trial and/or post-trial remedies hereunder to assure compliance with this Agreement. Nothing in this Section 15(a) and no recovery by the Commission shall restrict or limit the rights or remedies of persons or entities other than the Commission, including but not limited to the City, against Developer in connection with the same or related acts by Developer, provided that Developer shall not be subject to duplicate awards or recoveries. The remedies set forth in this Section 15 are cumulative and not mutually exclusive, except to the extent that their award is specifically determined to be duplicative by final order of a court of competent jurisdiction. Further, the award of damages hereunder shall not bar the exercise of police power or other governmental powers, or the pursuit of criminal, civil or administrative penalties by the City in connection with any material default under this Agreement that remains uncured as aforesaid. Developer acknowledges that a material default under this Agreement that remains uncured may constitute a violation of state law.

(b) Remedies At Law For Breach Of Rental Restrictions. In the event of any material default under the provisions hereof that remains uncured following thirty (30) days written notice to Developer by the Commission (or up to ninety (90) days after notice, if actions to correct the

material default have been timely initiated and are, in the reasonable opinion of the Commission, being diligently pursued) regarding restrictions on rental of the Affordable Units, at the sole option of the Commission, the Commission shall be entitled to the following remedies at law to the extent they are not duplicative, the election of which shall not be required and may be revoked and/or modified until immediately prior to entry of judgment:

(1) Damages For Specific Breach. The Commission shall be entitled to recover compensatory damages, at its sole option in the event of a material uncured default under the terms of this Agreement. If the material uncured default in question involves the violation of Section 15(a) above, the amount of such compensatory damages shall be the product of multiplying (A) the number of months that the material uncured default in question has continued (following expiration of Developer's cure period) until the time of trial or cure, whichever occurs first, by (B) the result of subtracting (i) the rents properly chargeable hereunder for the Affordable Units at issue from (ii) the rents actually collected by Developer for the Affordable Units at issue for the months in question, as reasonably determined by the Commission. Developer and the Commission agree that it would be extremely difficult or impracticable to ascertain the precise amount of actual damages accruing to the Commission as a result of such a material uncured default and that the foregoing formula is a fair and reasonable method of approximating such damages. The Commission shall be entitled to seek and to recover damages in separate actions for successive, separate breaches, which may occur during the term of this Agreement. Further, interest shall accrue on the amount of such damages from the date of the expiration of Developer's cure period for the material uncured breach in question at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less. Nothing in this section shall preclude the award of exemplary damages as allowed by law.

(2) Acceleration and Liquidation of Future Performance. At the sole option of the Commission, if any material default by Developer in the performance of its obligations under this Agreement remains uncured for more than ninety (90) days after written notice to Developer by the Commission specifying such breach in reasonable detail (or such longer period of time, not to exceed six (6) months, as may reasonably be required for Developer to cure such breach exercising reasonable diligence), Developer's obligation to perform hereunder may be accelerated by the Commission and declared immediately due through the payment of a liquidated sum. Developer and the Commission agree that it would be extremely difficult and impractical to predict the precise cost to the Commission of (i) locating rental units equivalent to the Affordable Units, (ii) procuring such units (through purchase, lease or subsidies) at the rent discounts contemplated herein, (iii) performing the substantial administrative activities associated with replacing the Affordable Units, and (iv) inflation. Therefore, Developer and the Commission agree that, in the event of a material default hereunder by Developer that remains uncured as aforesaid, and upon written notice from the Commission to Developer that the Commission has elected to exercise its option to accelerate and liquidate Developer's performance hereunder in accordance with the provisions of this Section 15(b)(2), Developer shall pay, and the Commission shall be entitled to receive, within thirty (30) days of the Commission's delivery of such written notice, in complete liquidation of the Commission's future monetary damages and Developer's future obligations under this Agreement, a lump sum payment equal to: (A) the aggregate of the mathematical differences between the monthly rent for "Comparable Market Rate Unit" (as determined by the Commission, using statistical data for units of the same size and location at the time of the breach)

and the monthly rent allowable hereunder for the Affordable Units, at the date of delivery of the aforesaid written notice of election to accelerate, multiplied by (B) the number of months remaining in the term of this Agreement, from and after the date of delivery of the aforesaid written notice of election to accelerate. Developer and the Commission agree that acceleration is a fair and reasonable remedy for non-compliance hereunder, and that the foregoing formula represents a fair and reasonable method of approximating and liquidating the future monetary obligations of Developer to the Commission hereunder for purposes of any such optional acceleration by the Commission. Further, such liquidated amount shall automatically commence to bear interest at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less, from and after the date that the Commission delivers to Developer the aforesaid written notice of the Commission's election to accelerate Developer's performance hereunder, until paid. Further, if Developer breaches this Section 15(b)(2), the Commission shall be entitled to receive all reasonable attorneys' fees, costs of suit, title insurance charges, foreclosure costs and other out-of-pocket expenses reasonably incurred in recovering such liquidated amount.

16. Density Bonus and Inclusionary Ordinance Compliance. In consideration of Developer's covenants hereunder, and on the condition subsequent that Developer (or its successor) performs its obligations hereunder, Commission hereby agrees that Developer (or its successor) has satisfied Commission's requirements with the provision of the nine (9) Affordable Units as described herein to qualify for a density bonus for the Property, pursuant to Government Code Section 65915, and to comply with the requirements of the Inclusionary Ordinance. Accordingly, if Developer is able to secure all required building permits from the City a maximum of one hundred five (105) dwelling units may be constructed on the Property. Commission shall have no concern with, and shall not be responsible in any way for, the processing of Developer's building permits or other permit applications with the City of San Diego. If Developer does not receive all of the necessary permits and approvals to construct the Project, Developer and Commission agree that this Agreement, the density bonus and exemption from the Inclusionary Ordinance granted herein shall be null and void and of no further force and effect.

17. Commission Monitoring Functions. It is contemplated that, during the Term of this Agreement, Commission will perform the following monitoring functions:

(a) Commission shall prepare and make available to Developer any general information that it possesses regarding income limitations and restrictions, which are applicable to the Affordable Units.

(b) Commission shall review the applications of prospective occupants of the Affordable Units and determine the eligibility of such persons, as and when required by Commission.

(c) Commission shall review the documentation submitted by Developer in connection with the initial qualification of tenants and the annual certification process for tenant eligibility described in Section 7, above. Notwithstanding the foregoing description of Commission's functions, Developer shall have no claim or right of action against Commission based on any alleged failure to perform such functions.

18. Fees and Cost Reimbursement.

(a) Initial Set-Up Fee and Occupancy Monitoring Fee. Developer agrees to pay the Commission, at the time the Certificate of Occupancy is issued by the City of San Diego, an initial monitoring fee in the amount set forth in schedules promulgated by Commission from time to time. In addition, in each year during the term of this Agreement, Developer shall pay to the Commission an annual monitoring fee, as determined by Commission in schedules promulgated by Commission from time to time. Failure to timely pay such fees shall constitute a material default under this Agreement.

(b) Cost Reimbursement. The Developer deposited \$2,000.00 with the Commission as a deposit against costs incurred by the Commission in connection with implementation of the Density Bonus Law and Inclusionary Ordinance. In the event actual costs incurred by the Commission exceed \$2,000.00, the Developer shall pay such excess to the Commission.

19. Title Insurance. Developer shall obtain and pay for an American Land Title Association lender's policy satisfactory to Commission in the amount of One Hundred Thousand Dollars (\$100,000.00), insuring that the Deed of Trust is an encumbrance against the Property, subordinate only to any monetary liens to which the Deed of Trust has been subordinated as provided in Section 4 of this Agreement.

20. Physical Condition of the Affordable Units. After completion of construction of the Project, during the Term, Developer shall continually maintain the Affordable Units in a decent, safe and sanitary condition, and in good repair in a manner which satisfies the Uniform Physical Conditions Standards promulgated by the Department of Housing and Urban Development (24 CFR §5.705), as such standards are interpreted and enforced by Commission under its normal policies and procedures. Commission shall have the right to inspect the Affordable Units from time to time, on reasonable notice and at reasonable times, in order to verify compliance with the foregoing maintenance covenant. Further, during the Term, the Affordable Units shall be requalified annually, as to the foregoing maintenance covenant, as part of the annual tenant requalification process. Any deficiencies in the physical condition of the Affordable Units shall be corrected by Developer at Developer's expense within thirty (30) days of the identification of such deficiency by Commission and delivery of written notice of the same to Developer.

21. General Provisions.

(a) Integration. The undersigned, and each of them, acknowledge and represent that no promise or inducement not expressed in this Agreement has been made in connection with this Agreement. This Agreement contains the entire agreement and understanding between the parties as to its subject matter.

(b) Waiver and Amendment. No provision of this Agreement, or breach of any provision, can be waived except in writing. Waiver of any provision or breach shall not be deemed to be a waiver of any other provision, or of any subsequent breach of the same or other provision. This Agreement may be amended, modified or rescinded only in writing signed by both parties hereto.

(c) Time of Essence. Time is expressly declared to be of the essence in this Agreement, and of every provision in which time is an element.

(d) Captions. Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference, and are not a substantive part of this Agreement.

(e) Additional Documents. The parties each agree to sign any additional documents, which are reasonably necessary to carry out this Agreement or to accomplish its intent.

(f) Benefit and Burden. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. This Agreement is not intended to benefit any person other than the parties hereto.

(g) Governing Law. This Agreement has been entered into in the State of California, and shall be interpreted and enforced under California law.

(h) Attorneys' Fees. The prevailing party in any action, including, but not limited to, arbitration, a petition for writ of mandate, and/or an action for declaratory relief, brought to enforce, interpret or reform the provisions of this Agreement shall be entitled to reasonable attorneys' fees and costs (including, but not limited to, experts' fees and costs, and including "costs" regardless of whether recoverable as such under statute) incurred in such action.

(i) Counterparts. This Agreement may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same Agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

(j) Recordation. This Agreement shall be recorded in the Office of the County Recorder for the County of San Diego in first lien priority position.

(k) Notices. All notices given pursuant to this Agreement shall be in writing and sent to the party at its address appearing below (a) by certified or registered U.S. mail, return receipt requested, (b) overnight by a nationally recognized overnight courier such as UPS Overnight or FedEx, or (c) by personal delivery. All notices shall be effective upon receipt (or refusal to accept delivery). These addresses may be changed by any party by written notice to all other parties.

If to Commission: San Diego Housing Commission  
Attention: Real Estate Department, Density Bonus  
1122 Broadway, Suite 300  
San Diego, CA 92101

If to Developer: c/o Family Health Centers of San Diego  
823 Gateway Center Way  
San Diego, CA 92102

With a copy to:  
PATH Ventures  
340 N. Madison Avenue  
Los Angeles, CA 90004

(l) Exhibits and Recitals Incorporated. All exhibits referred to in this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement. The Recitals to this Agreement are hereby incorporated in this Agreement by this reference.

(m) Further Assurances. If Developer does not receive all of the necessary permits and approvals to construct the Project, Developer and Commission agree that this Agreement and the exemption from the Inclusionary Ordinance and density bonus granted herein shall be null and void and of no further force and effect and Developer and Commission agree to take all reasonable steps and to execute and cause to be recorded all documents reasonably necessary to remove this Agreement and the Deed of Trust from the record chain of title to the Property.

(n) Title. Developer shall open a title order to ensure proper and timely recordation of this Agreement.

(o) Signature Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Commission that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

22. No Obligation to Develop; Subdivision; REA Subordination. The Commission hereby acknowledges and agrees the following, notwithstanding any provision of this Agreement or the Deed of Trust to the contrary:

(i) Developer is under no obligation to develop and complete the Project, and Developer's failure to develop and complete the Project shall not constitute a default hereunder;

(ii) Developer is in the process of subdividing the Property into several separate air rights legal parcels, as shown on the subdivision map attached hereto as Exhibit B (the "Map"), and the Project is intended to be developed and completed on Parcel 4 as shown on the Map;

(iii) Developer shall have the right to (A) record the Map (and any vesting instruments reasonably necessary in connection therewith), (B) transfer all right title and interest in and to Parcel 3 as shown on the Map to an affiliate, and (C) transfer all right title and interest in and to Parcel 4 to an affiliate;

(iv) From and after recordation of the documents and the transfers referenced above in Section 20(iii)(A)-(C), this Agreement and the Deed of Trust shall be of no further force or effect with respect to Parcel 1A, Parcel 1B, Parcel 2 and Parcel 3 (each as shown on the Map), and the Commission and Developer shall execute, deliver and record such documents as may be

reasonably necessary to reconvey and release this Agreement and the lien of the Deed of Trust with respect to such parcels, and to replace Exhibit A hereto with the legal description of solely Parcel 4 (as shown on the Map), after which Developer (in its capacity as owner of Parcel 1A, Parcel 1B and Parcel 2) shall have no further liability hereunder;

(v) The Developer (and the affiliate owners of Parcels 3 and 4, as shown on the Map), shall have the right to record a reciprocal easement agreement, providing for the parcel owners' rights and obligations with respect to the adjacent air rights Parcels 1A, 1B, 2, 3 and 4, as shown on the Map (an "REA"), and the Commission agrees to execute, deliver and record such documents as may be reasonably necessary to evidence the Commission's subordination of this Agreement and the Deed of Trust to the REA and agreement to be bound by the REA.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above.

**DEVELOPER:**

FHCSD El Cerrito, LLC, a California limited liability company

By: Family Health Centers of San Diego, Inc.,  
a California nonprofit public benefit corporation  
Its: Member

By: \_\_\_\_\_

Ricardo Roman, Chief Financial Officer



**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

## **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Diego )

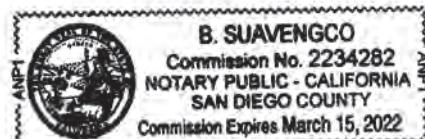
On September 10, 2021, before me, B. Suavengco, notary public, personally appeared Ricardo Roman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**Signature**

(Seal)



**COMMISSION:**

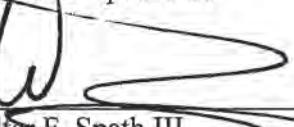
San Diego Housing Commission

By: 

Emily S. Jacobs  
Executive Vice President, Real Estate

**APPROVED AS TO FORM:**

Christensen & Spath LLP

By: 

Walter F. Spath III  
Commission General Counsel

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

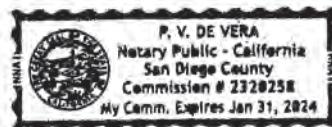
State of California  
County of San Diego)

On September 8, 2021 before me, P. V. De Vera, Notary Public  
(insert name and title of the officer)

personally appeared Emily S. Jacobs,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature 

(Seal)

**EXHIBIT "A"**

**Legal Description of the Property**

That certain real property located in the City of San Diego, County of San Diego, State of California more particularly described as follows:

EXHIBIT *A***Legal Description of the Adjacent Property**

That certain real property located in the City of San Diego, County of San Diego, State of California more particularly described as follows:

**PARCEL A:**

LOT 3, OF HIGHLAND GARDENS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1816, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 31, 1924.

**PARCEL B:**

LOTS 4 AND 5 OF HIGHLAND GARDENS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1816, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 31, 1924.

**PARCEL C:**

LOTS 6 AND 7 OF HIGHLAND GARDENS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1816, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 31, 1924.

For conveyancing purposes only: APN 466-692-02-00 (Affects Parcel A);

APN : 466-692-03-00 (Affects Lot 4 of Parcel B);

APN : 466-692-04-00 (Affects Lot 5 of Parcel B); and

APN : 466-692-05-00 (Affects Parcel C)

**EXHIBIT "B"**

**(Subdivision Map)**

Exhibit B

## AIR RIGHTS MAP EXHIBIT

SHEET 1 OF 8

DAYTON STREET

(25)

ALLEY N80° 41' 55"E R-172.42'

(20')

GILBERT  
DRIVE

(20')

R=140.00'  
L=44.88'R=140.06'  
L=44.88'

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PROPOSED AIR RIGHTS  
PARCEL BOUNDARYPROPOSED AIR RIGHTS  
PARCEL BOUNDARY

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## AIR RIGHTS MAP EXHIBIT

AIR RIGHTS PARCEL 3

S PARCEL 3

HOUSING FOR FHCS  
LEVELS 4-8  
LOWER LIMITS: 458.87'  
UPPER LIMITS: 511.37'

148 BLAINE BARRETT

100

AIR RIGHTS PARCEL 4  
LEVELS 4-8  
- AFFORDABLE HOUSING PROJECT  
LOWER LIMITS: 458.87'  
UPPER LIMITS: 511.37'

AIR RIGHTS PARCEL 3

LEVELS 4-8  
HOUSING FOR FHCSO  
LOWER LIMITS: 458.87'  
UPPER LIMITS: 511.37'

AIR RIGHTS PARCEL 4

LEVELS 4-8  
AFFORDABLE HOUSING PROJECT  
LOWER LIMITS: 458.87'  
UPPER LIMITS: 511.37'

AIR RIGHTS PARCEL 1B

LEVELS 2-3  
PARKING FOR FHCSO  
LOWER LIMITS: 439.70'  
UPPER LIMITS: 458.87'

AIR RIGHTS PARCEL 1A

LEVELS BASEMENT 1 AND BASEMENT 2  
PARKING FOR FHCSO

CALIFORNIA AVENUE

DAYTON STREET

MAP 11816

4TH STREET

GILBERT DRIVE

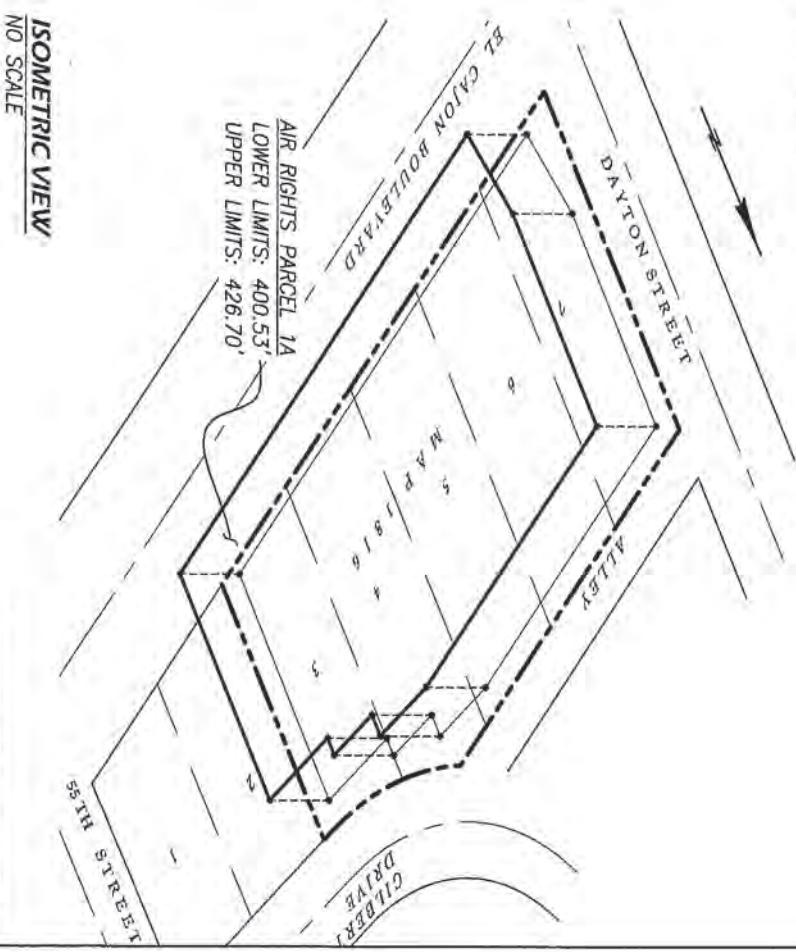
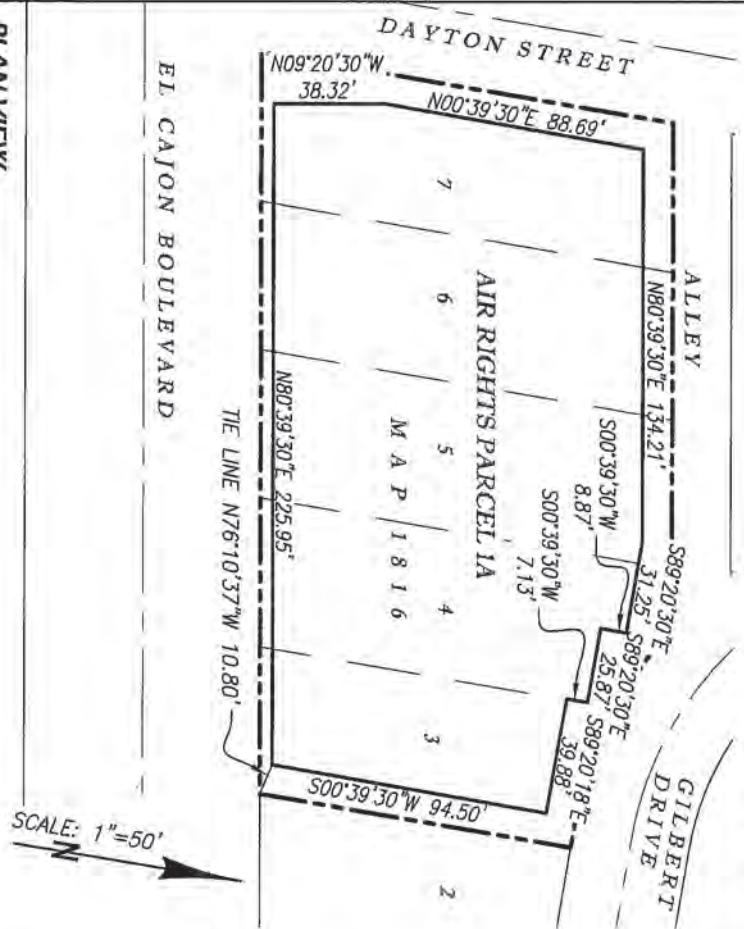
NOTE: THIS EXHIBIT DOES NOT  
CREATE NEW LEGAL PARCELS.  
A PARCEL MAP IS REQUIRED  
TO BE FILED TO CREATE NEW  
AIR RIGHTS PARCELS.

**CE** COFFEY ENGINEERING, INC.

## AIR RIGHTS MAP EXHIBIT

AIR RIGHTS PARCEL 1A

SHEET 3 OF 8

LEVELS BASEMENT 1 AND BASEMENT 2  
PARKING FOR FHCSD

NOTE: THIS EXHIBIT DOES NOT  
CREATE NEW LEGAL PARCELS.  
A PARCEL MAP IS REQUIRED  
TO BE FILED TO CREATE NEW  
AIR RIGHTS PARCELS.

**COFFEY ENGINEERING, INC.**

1666 BUSINESS PARK AVENUE, SUITE 210, SAN DIEGO, CA 92131 PH (619) 451-0111 FAX (619) 451-0179

## AIR RIGHTS MAP EXHIBIT

AIR RIGHTS PARCEL 2

SHEET 4 OF 8

LEVEL 1  
CLINIC FOR FHCS

SCALE: 1"=50'

DAYTON STREET  
ALLEY  
N80°39'30"E 134.21' 889°20'20"E 31.25' 889°20'20"E 19.88' 889°20'20"E 39.87'  
S00°39'30"W 8.87' S00°39'30"W 7.29' S00°39'30"W 3.3' S00°39'30"W 94.50'  
AIR RIGHTS PARCEL 2  
7  
6  
5  
MAP 1816  
4  
3  
2

N00°39'30"E 127.61' 889°20'20"E 31.25' 889°20'20"E 19.88' 889°20'20"E 39.87'  
N00°39'30"E 232.71' 889°20'20"E 31.25' 889°20'20"E 19.88' 889°20'20"E 39.87'  
THE LINE N76°10'37"W 10.80'

EL CAJON BOULEVARD

AIR RIGHTS PARCEL 2  
LOWER LIMITS: 426.70'  
UPPER LIMITS: 439.70'ISOMETRIC VIEW  
NO SCALEPLAN VIEW  
SCALE: 1"=50'

NOTE: THIS EXHIBIT DOES NOT  
CREATE NEW LEGAL PARCELS.  
A PARCEL MAP IS REQUIRED  
TO BE FILED TO CREATE NEW  
AIR RIGHTS PARCELS.

**COFFEY ENGINEERING, INC.**  
9666 BUSINESS PARK AVENUE, SUITE 210, SAN DIEGO, CA 92131 PH (858)831-0111 FAX (858)831-0179

## AIR RIGHTS MAP EXHIBIT

AIR RIGHTS PARCEL 1B

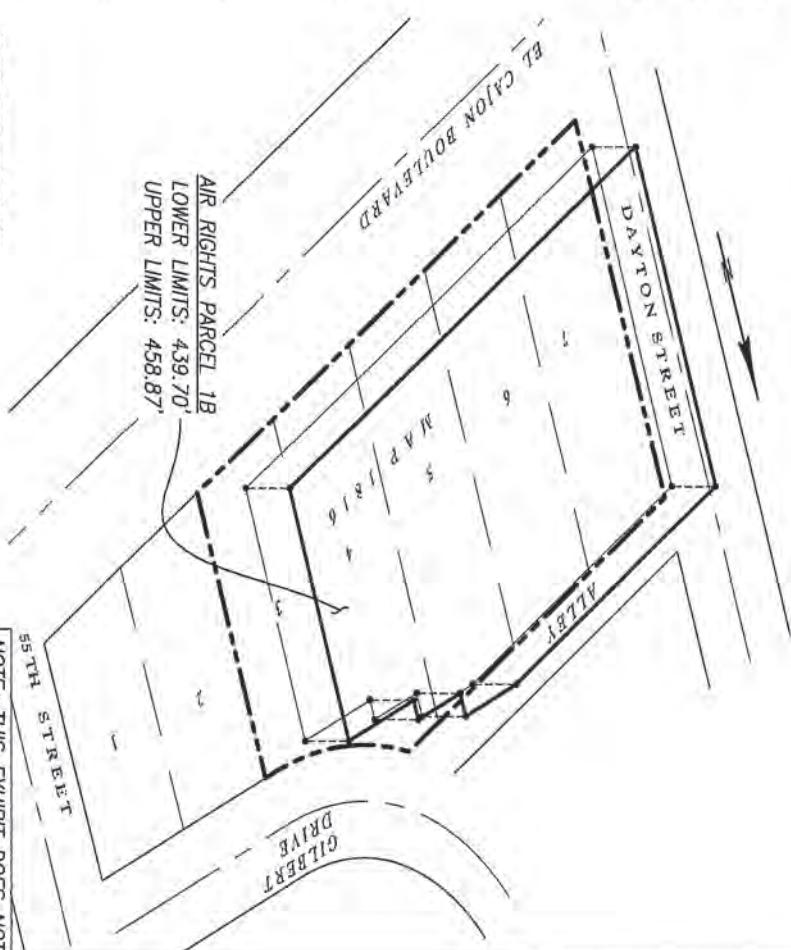
SHEET 5 OF 8

LEVELS 2-3  
PARKING FOR FHCS

SCALE: 1"=50'



EL CAJON BOULEVARD

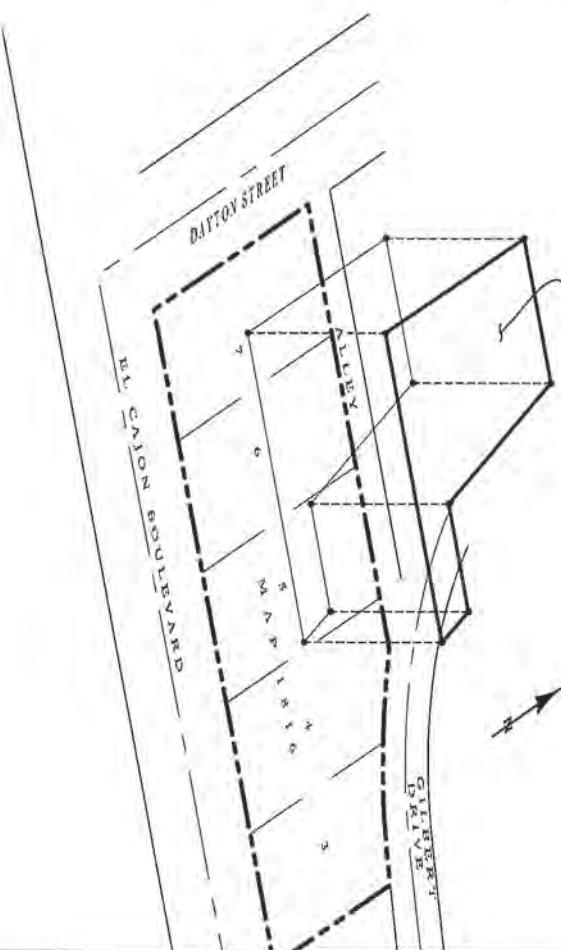
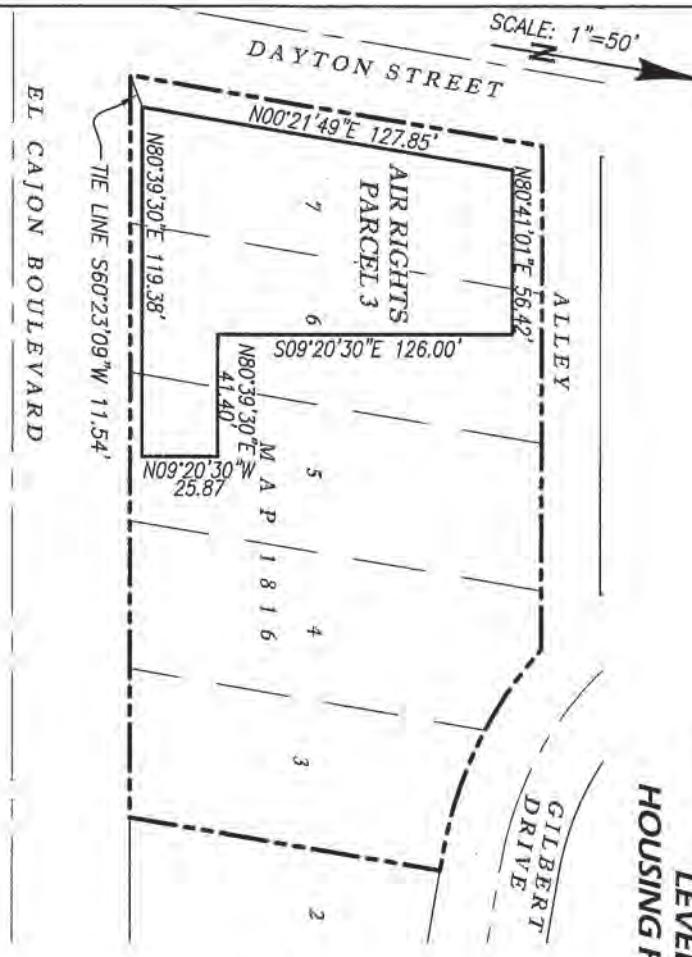
PLAN VIEW  
SCALE: 1"=50'AIR RIGHTS PARCEL 1B  
LOWER LIMITS: 439.70'  
UPPER LIMITS: 458.87'

**COFFEY ENGINEERING, INC.**  
9665 BUSINESS PARK AVENUE, SUITE 210, SAN DIEGO, CA 92131 PH (619)831-0111 FAX (619)831-0179

## AIR RIGHTS MAP EXHIBIT

AIR RIGHTS PARCEL 3

SHEET 6 OF 8

LEVELS 4-8  
HOUSING FOR FHCSAIR RIGHTS PARCEL 3  
LOWER LIMITS: 458.87'  
UPPER LIMITS: 511.37'PLAN VIEW  
SCALE: 1"=50'ISOMETRIC VIEW  
NO SCALE

NOTE: THIS EXHIBIT DOES NOT  
CREATE NEW LEGAL PARCELS.  
A PARCEL MAP IS REQUIRED  
TO BE FILED TO CREATE NEW  
AIR RIGHTS PARCELS.

**COFFEY ENGINEERING, INC.**

9860 BUSINESS PARK AVENUE, SUITE 210, SAN DIEGO, CA 92131 PH (858)831-0111 FAX (858)831-0179

## AIR RIGHTS MAP EXHIBIT

AIR RIGHTS PARCEL 4

SHEET 7 OF 8

LEVELS 4-8  
AFFORDABLE HOUSING PROJECT

SCALE: 1"=50'

PLAN VIEW  
SCALE: 1"=50'ISOMETRIC VIEW  
NO SCALE

NOTE: THIS EXHIBIT DOES NOT  
CREATE NEW LEGAL PARCELS.  
A PARCEL MAP IS REQUIRED  
TO BE FILED TO CREATE NEW  
AIR RIGHTS PARCELS.

**COFFEY ENGINEERING, INC.**  
9866 BUSINESS PARK AVENUE SUITE 210, SAN DIEGO, CA 92131 PH (619)831-0111 FAX (619)831-0177



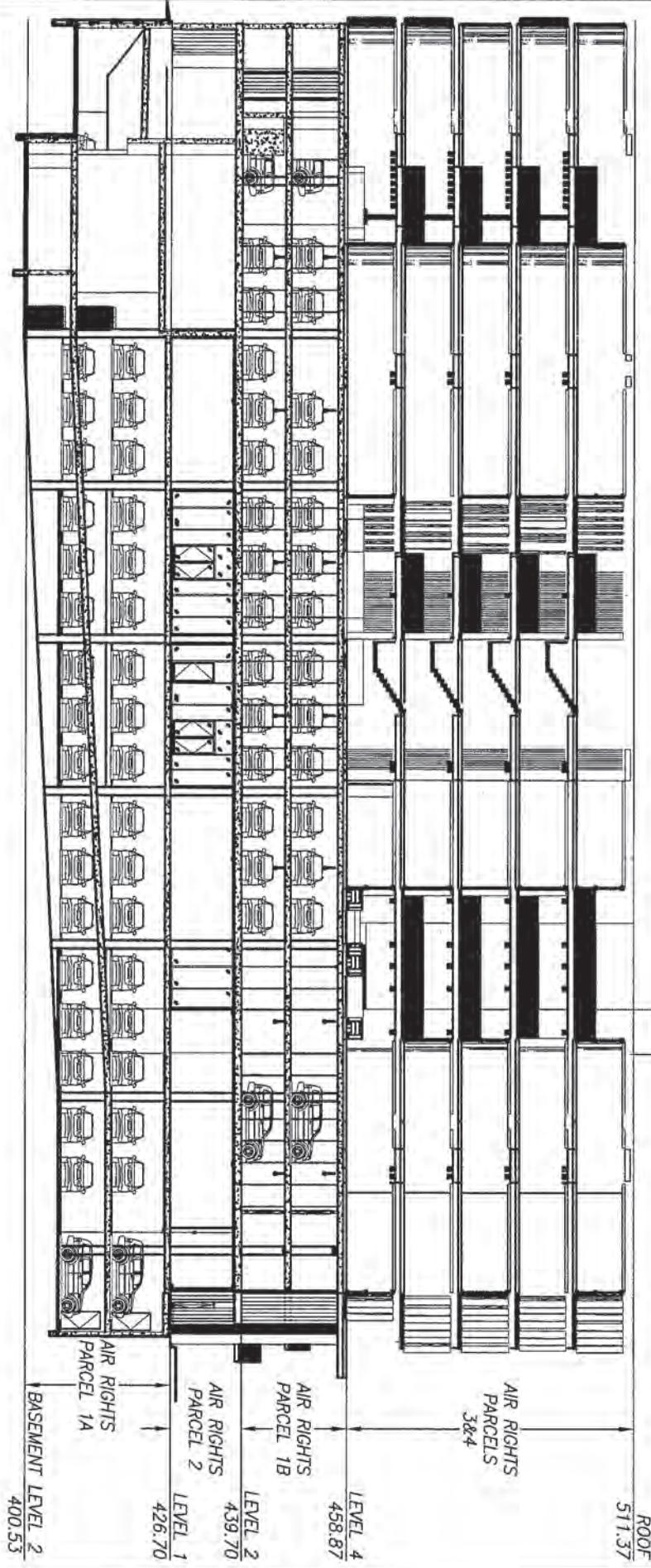
## AIR RIGHTS MAP EXHIBIT

BUILDING SECTION

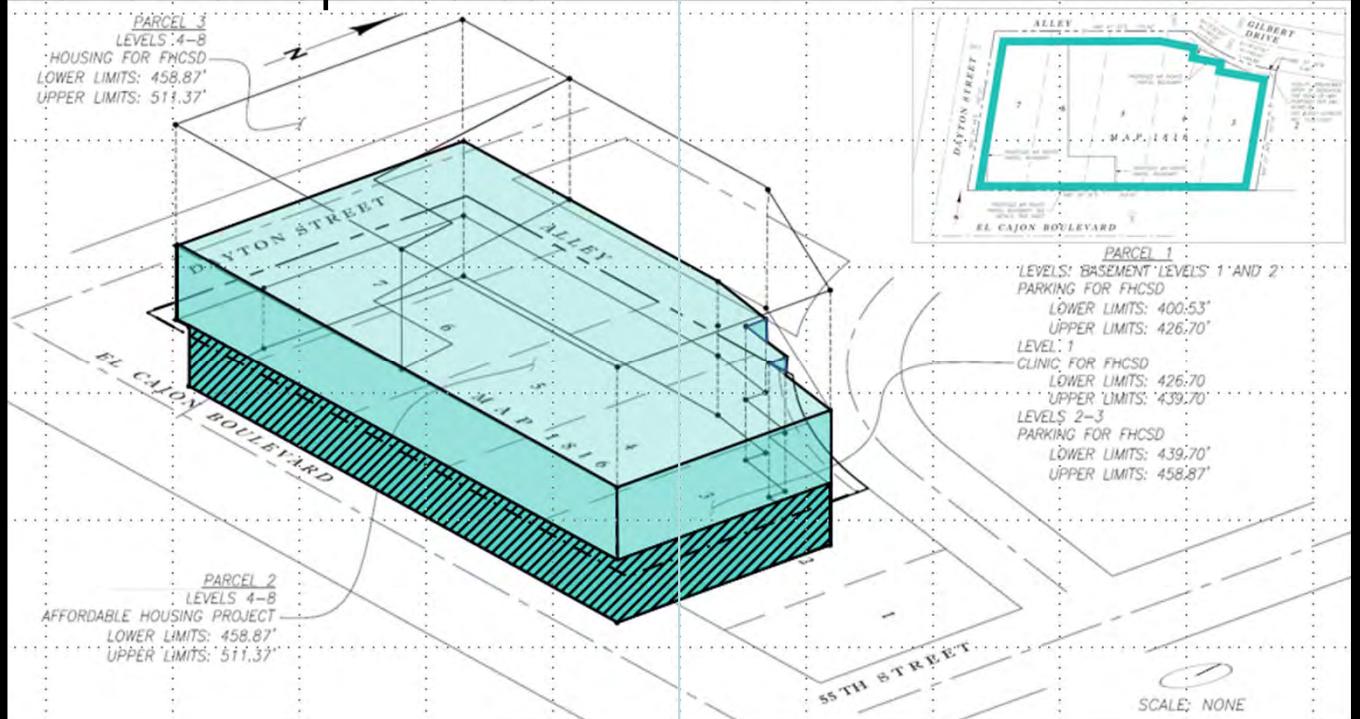
NO SCALE

SHEET 8 OF 8

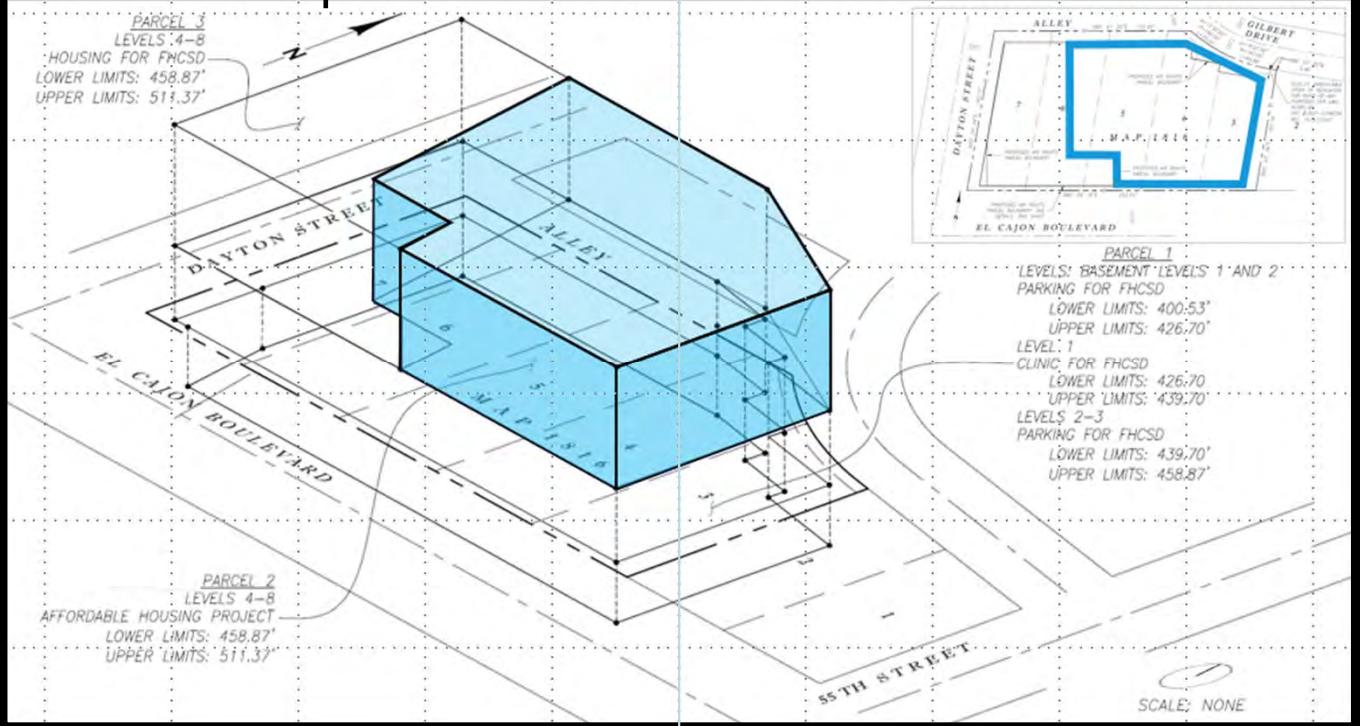
NOTE: THIS EXHIBIT DOES NOT  
CREATE NEW LEGAL PARCELS.  
A PARCEL MAP IS REQUIRED  
TO BE FILED TO CREATE NEW  
AIR RIGHTS PARCELS.



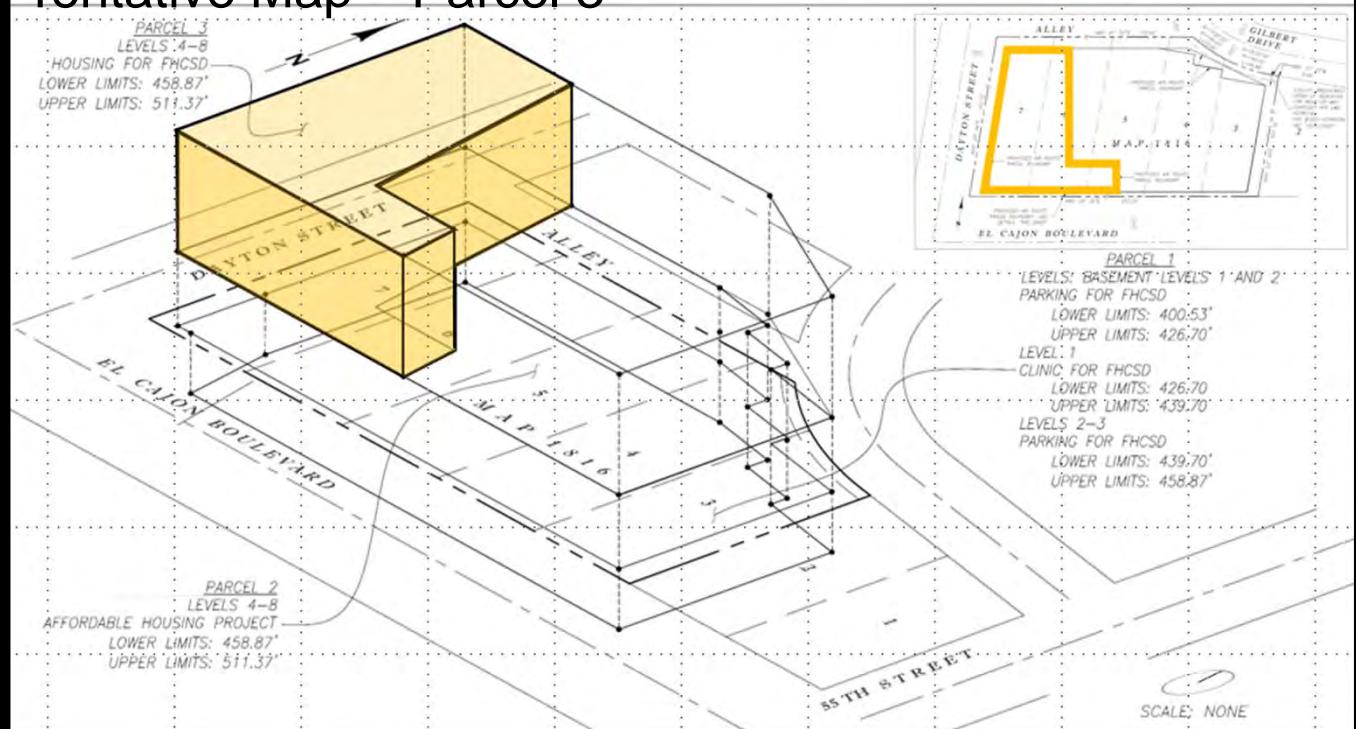
## Tentative Map – Parcel 1



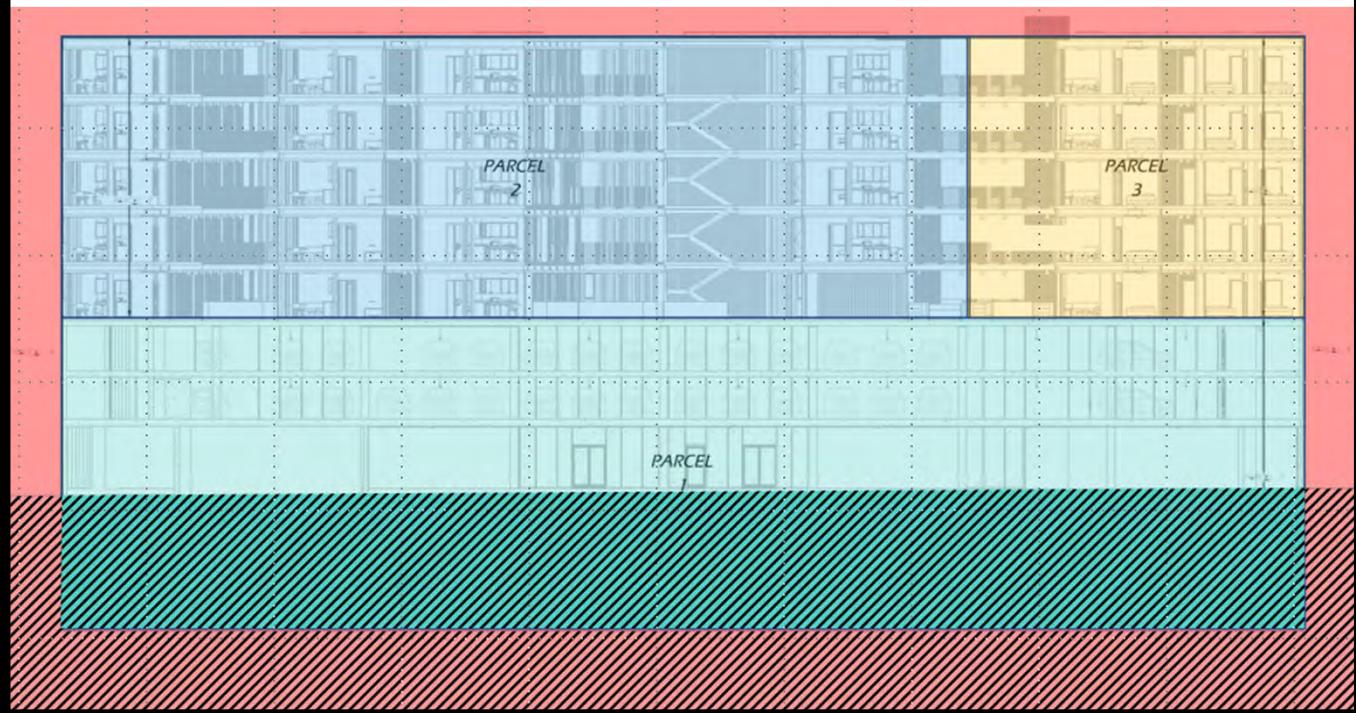
## Tentative Map – Parcel 2



## Tentative Map – Parcel 3



## Tentative Map – Parcel 4 (Section View)



## LEGEND

STD DWG	SYMBOL
PROPERTY LINE / TM BOUNDARY	N45°45'45" W
STREET CENTERLINE	—
(E) CONTOUR	90
(E) SPOT ELEVATION	+100.00
(E) WATER LINE	W
(E) SEWER LINE	S
(E) ELECTRIC CONDUIT	— / DH
(E) WATER SERVICE	E
(E) SEWER SERVICE	W
(E) FIRE HYDRANT	FH
(E) PLANTINGS (TREE, SHRUB, PALM)	90
(E) BUILDING FOOTPRINT	—
(P) CONTOUR	—
(P) DRAINAGE SWALE OR DIRECTION OF FLOW	—
(P) PVC DRAIN LINE (PVT)	SDR-35 SCH 40
(P) FORCE LINE (PVT)	—
(P) TIGHTLINE (PVT)	—
(P) TRENCH DRAIN (PVT)	—
(P) BROOKS BOX (OR SIM) W/GRADE; W/O GRADE - (PVT)	—
(P) LANDSCAPE DRAIN (PVT)	(NDS OR EQ)
(P) STORM DRAIN CLEANOUT (PVT)	(NDS OR EQ)
(P) WATER SERVICE	—
(P) FIRE SERVICE	—
(P) IRRIGATION SERVICE	—
(P) WATER METER	—
(P) REDUCED PRESSURE BACKFLOW DEVICE (RPBF) (PVT)	—
(P) SEWER LATERAL (PUBLIC & PVT)	—
(P) BUILDING FOOTPRINT (PVT)	—
(P) SIGHT VISIBILITY TRIANGLE	(TYPE & SIZE NOTED)
(P) CONCRETE SIDEWALK	—
(P) PCC DRIVEWAY	—
(P) PCC CURB & GUTTER	—
(P) TREE ROOT ZONE (5'X8') (PVT)	—
(P) PLANTER / PLANTING AREA	—
(E) SURVEY MONUMENT FOUND	(TYPE NOTED)

## ABBREVIATIONS

AC	ASPHALTIC CONCRETE	IE	INVERT ELEVATION
BLK	ASBESTOS CEMENT	MAX/MIN	MAXIMUM; MINIMUM
BRK	BLOCK	N/A	NOT APPLICABLE
BW	BRICK	PLANER AREA; PLTNR	PLANER AREA; PLTNR
—	GRADE AT BOTTOM OF WALL	POC	POINT OF CONNECTION
—	CENTER LINE	(P); PR	PROPOSED PER PRIOR PERMIT
C; CONC	CONCRETE	PVT	PAVEMENT
C.O.	CLEANOUT	RPBF	PRIVATE
DED.	DEDICATED	SCO	REDUCED PRESSURE BACKFLOW
EL	ELECTRIC	SDRS	SEWER CLEANOUT
ELEV	ELEVATION	SDRS	SEWER REGIONAL STANDARD
(E); EX	EXISTING	DRAWINGS	DRAWINGS
E; FL	FLOW LINE	SMH	SEWER MANHOLE
FD	FOUND	STD	STANDARD
FS	FINISHED SURFACE	TEL	TELEPHONE
GB	GRADE BREAK	TG	TOP OF GRADE
GM	GAS METER	TW	GRADE AT TOP OF WALL
H	HIGH	Typ	TYPICAL
ICV	IRRIGATION CONTROL VALVE	UTIL	UTILITY
		WM	WATER METER

## PERMIT NOTES:

- ALL WORK SHOWN AS PART OF THE TENTATIVE MAP IS CURRENTLY IN CONSTRUCTION AND WILL BE COMPLETED PRIOR TO COMPLETION OF THE TENTATIVE MAP. ALL WORK IS PER PRIOR PERMIT AUTHORIZATION. NO NEW IMPROVEMENTS ARE PROPOSED.
- ALL WORK SHOWN IS PER PRIOR PERMITS: GRADING & PUBLIC IMPROVEMENTS: PTS-677892, PTS-703779, AND PTS-704793. FOUNDATION & FRAMING PERMIT PTS677890. ROW CP PRJ-1067736

## CIVIL ENGINEER / LAND SURVEYOR:

JOHN S. COFFEY, PE, PLS  
COFFEY ENGINEERING, INC.  
9666 BUSINESSPARK AVENUE, SUITE 210  
SAN DIEGO, CA 92131  
(858) 831-0111  
FAX: (858) 831-1779

JOHN S. COFFEY  
RCE 062716  
EXP. 6/30/26



1/14/25  
DATE

CITY OF SAN DIEGO, CALIFORNIA

ORIGINAL  
12/12/23

8/27/24

11/21/24

7/14/25

REVISIONS

FHCSD EL CERRITO HOUSING

5472-5482 El Cajon Boulevard  
San Diego, CA 92115

DRAWN BY: DTK  
CHECKED BY: MCK

SHEET 1 OF 3

TENTATIVE MAP C.1

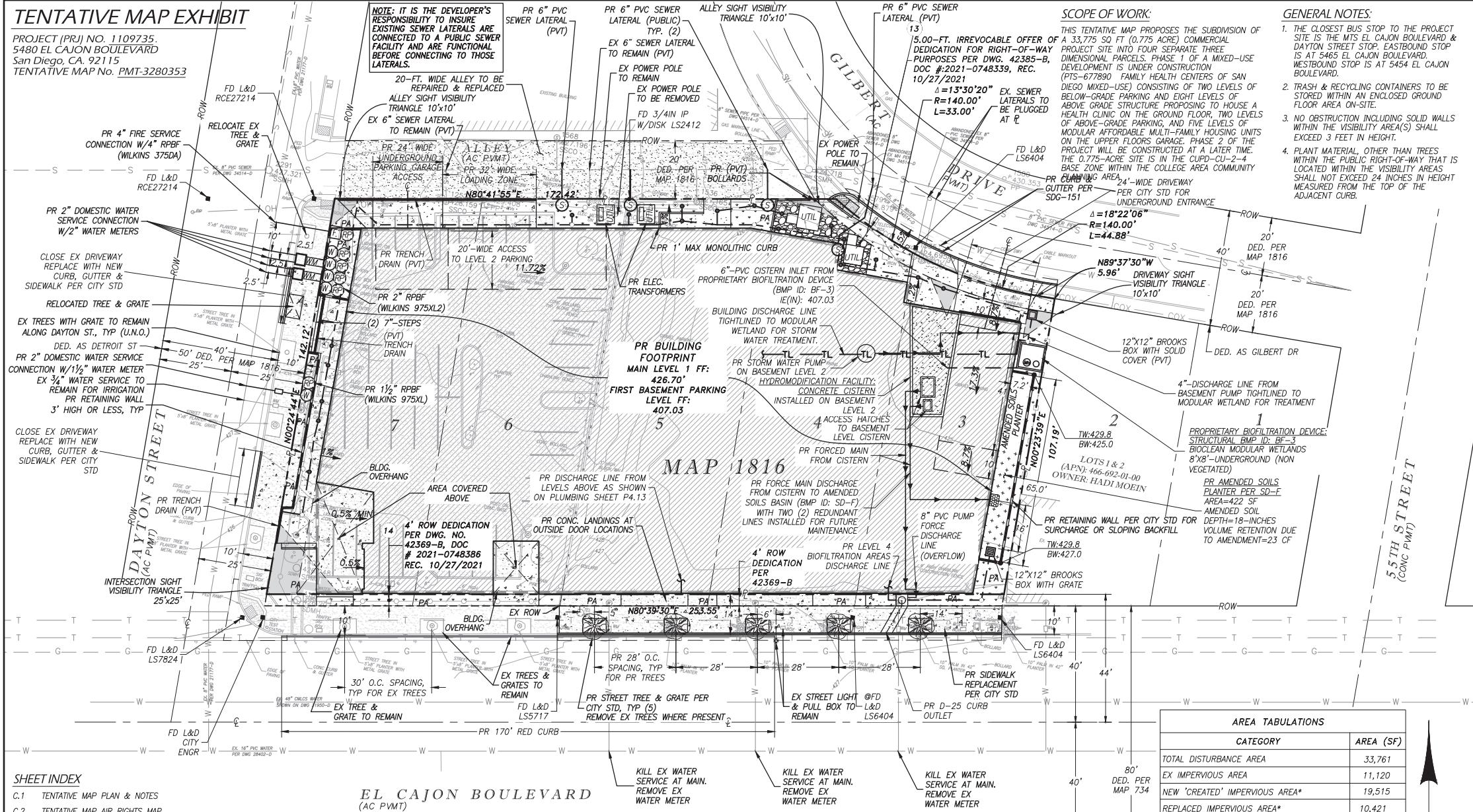
## GENERAL NOTES:

1. THE CLOSEST BUS STOP TO THE PROJECT SITE IS THE MTS EL CAJON BOULEVARD & DAYTON STREET STOP. EASTBOUND STOP IS AT 5465 EL CAJON BOULEVARD. WESTBOUND STOP IS AT 5454 EL CAJON BOULEVARD.

2. TRASH & RECYCLING CONTAINERS TO BE STORED WITHIN AN ENCLOSED GROUND FLOOR AREA ON-SITE.

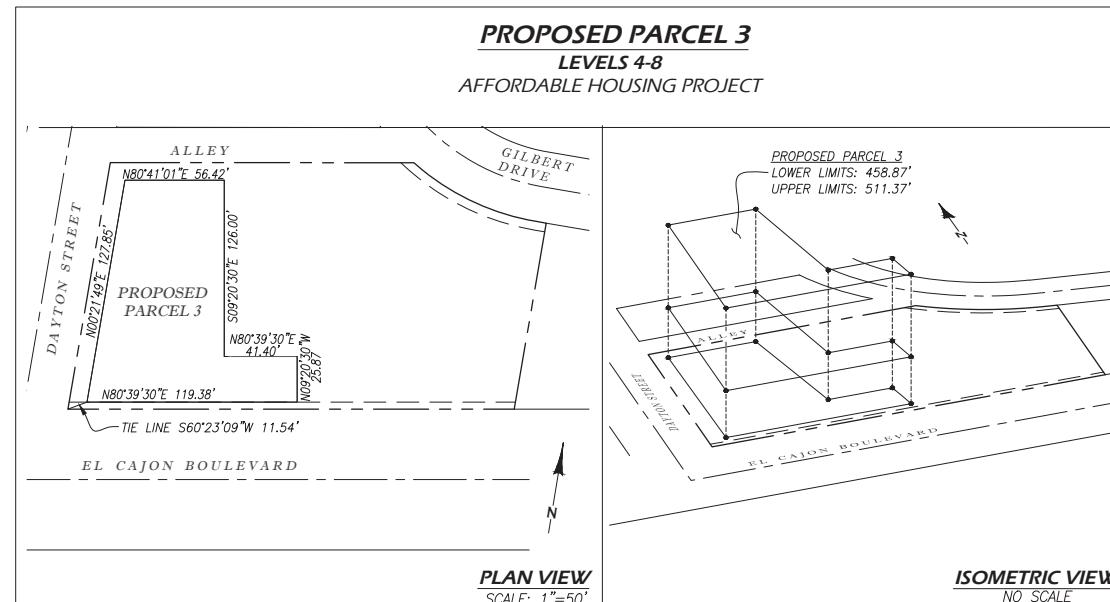
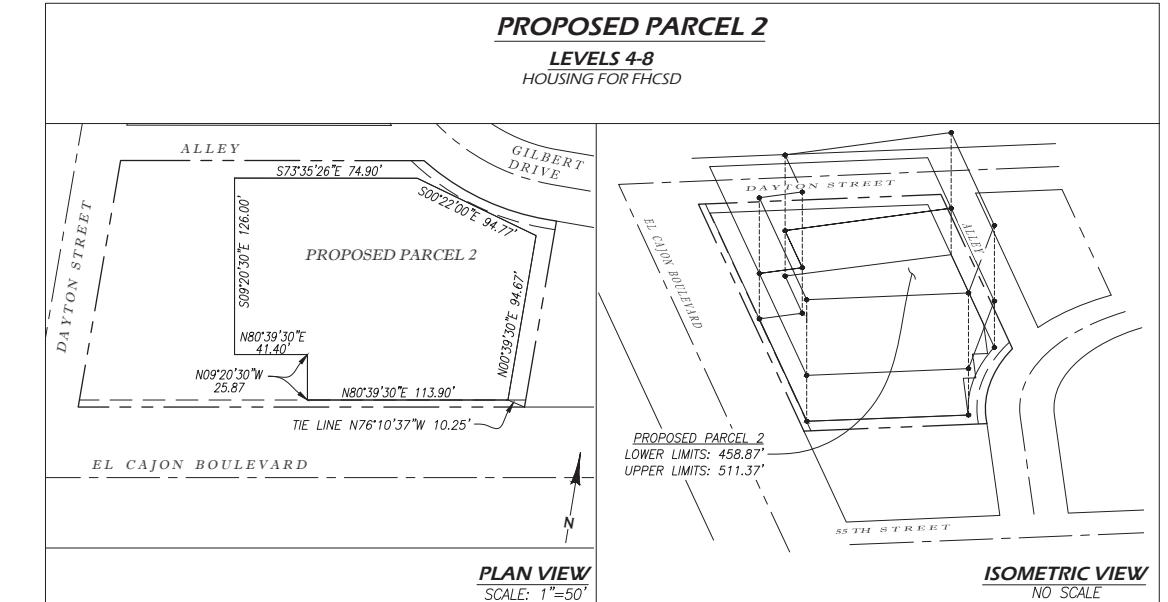
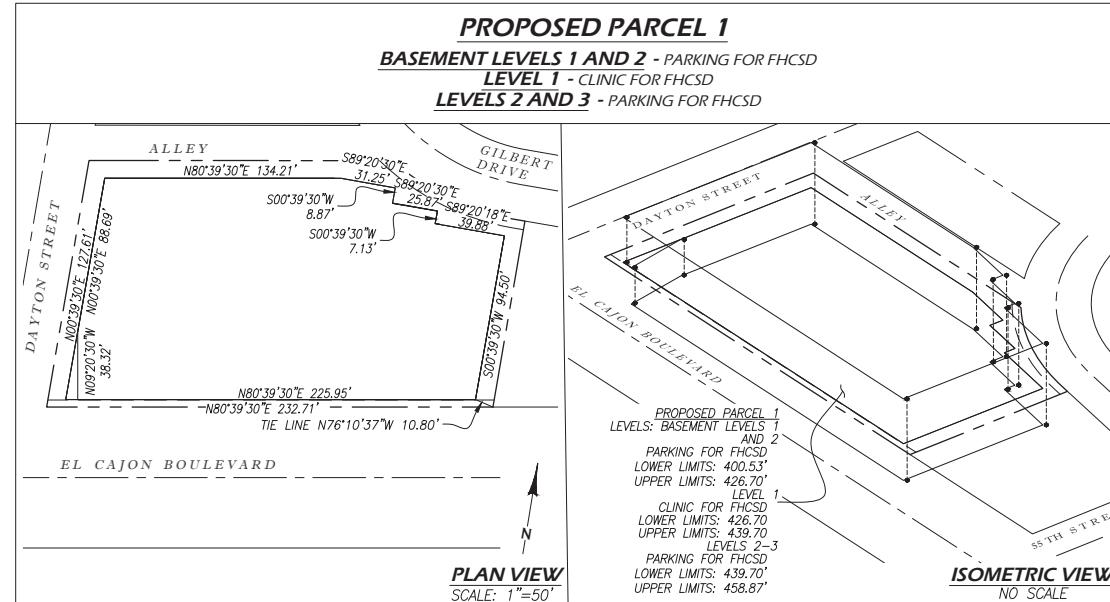
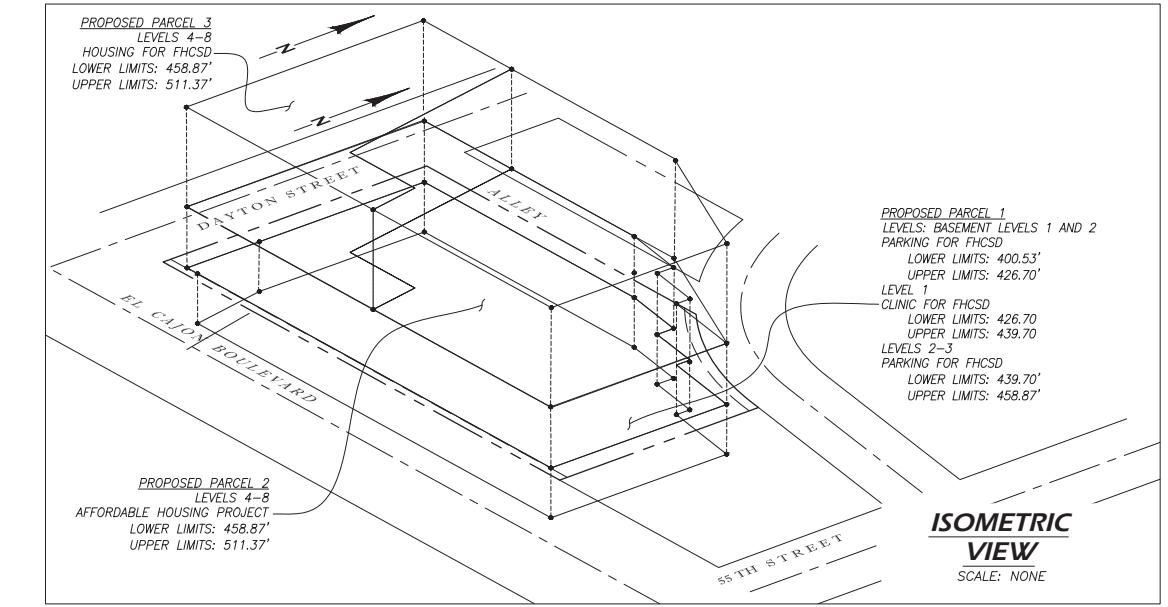
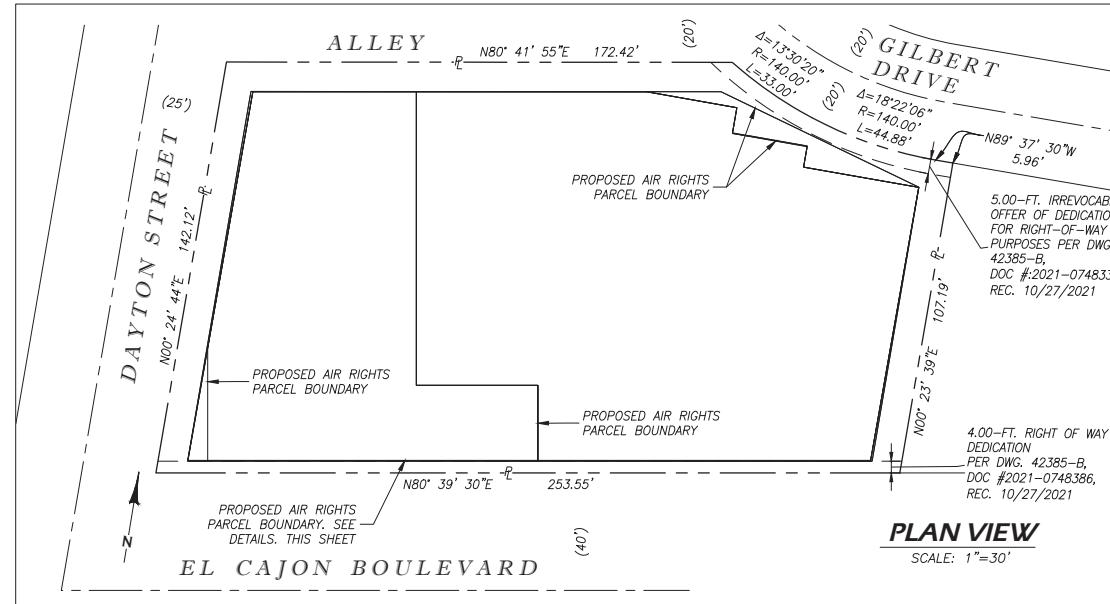
3. NO OBSTRUCTION INCLUDING SOLID WALLS WITHIN THE VISIBILITY AREA(S) SHALL EXCEED 3 FEET IN HEIGHT.

4. PLANT MATERIAL, OTHER THAN TREES WITHIN THE PUBLIC RIGHT-OF-WAY THAT IS LOCATED WITHIN THE VISIBILITY AREAS SHALL NOT EXCEED 24 INCHES IN HEIGHT MEASURED FROM THE TOP OF THE ADJACENT CURB.



## TENTATIVE MAP EXHIBIT

PROJECT (PRJ) NO. 1109735.  
5480 EL CAJON BOULEVARD  
San Diego, CA 92115  
TENTATIVE MAP No. PMT-3280353



## EASEMENT AND ACCESS NOTES:

PLANNING  

- PEDESTRIAN ACCESS EASEMENT TO BE GRANTED TO PARCEL 2 THROUGH PARCELS 1, 3, AND 4.
- PEDESTRIAN ACCESS EASEMENT TO BE GRANTED TO PARCEL 3 THROUGH PARCEL 1 AND 4.

## TRANSPORTATION

- THE VOLUME OF THE ELEVATOR SHAFT AND LOBBY IS TO BE DEDICATED AS A PEDESTRIAN ACCESS EASEMENT FOR THE BENEFIT OF ALL FOUR PARCELS.
- A JOINT USE DRIVEWAY/MUTUAL ACCESS AGREEMENT (DS-3248) IN FAVOR OF PARCELS 1, 2, AND 3, SHALL BE RECORDED TO THE SATISFACTION OF THE CITY ENGINEER.

## WATER AND SEWER

- WATER SERVICES SHOULD NOT CROSS PARCEL LINES UNLESS CROSSING MAINTENANCE ARE PROVIDED. WHEN THIS IS UNPRACTICAL, A PRIVATE EASEMENT SUFFICIENT TO MAINTAIN AND REPAIR THE SERVICE MUST BE DEDICATED TO THE PARCEL BENEFITING FROM IT.
- EACH SEPARATELY OWNED PARCEL THAT SHARES A PRIVATE SEWER LATERAL IS REQUIRED TO HAVE ITS TITLES ENUMERATED BY CO-OP, WHICH HAVE BEEN WRITTEN TO ENSURE THAT THE OPERATION AND MAINTENANCE OF THE PRIVATE LATERAL WILL BE PROVIDED FOR IN PERPETUITY.

## CIVIL ENGINEER / LAND SURVEYOR:

JOHN S. COFFEY, PE, PLS  
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SAN DIEGO, CA 92131  
(858) 831-0111  
FAX: (858) 831-0179

JOHN S. COFFEY  
RCE 062716  
EXP. 6/30/26



CITY OF SAN DIEGO, CALIFORNIA

**FHCSD EL CERRITO HOUSING**  
5472-5482 El Cajon Boulevard  
San Diego, CA 92115

COFFEY ENGINEERING, INC.

9666 BUSINESSPARK AVENUE, SUITE 210, SAN DIEGO, CA 92131 PH (858) 831-0179

ORIGINAL  
11/21/24  
8/27/24REVISIONS  
11/21/24  
7/14/25  
10/16/25**TENTATIVE MAP**

C.2

DRAWN BY: DTK  
CHECKED BY: MCK

**SHEET** 2 OF 3

LEGEND  
 THREE-DIMENSIONAL PARCEL  
 TENTATIVE MAP BOUNDARY  
 ROW CENTERLINE  
 CORNER OF 3-D AIRSPACE  
 VERTICAL CORNER  
 OF 3-D AIRSPACE

## TENTATIVE MAP EXHIBIT

PROJECT (PRJ) NO. 1109735  
 5480 EL CAJON BOULEVARD  
 San Diego, CA. 92115  
 TENTATIVE MAP No. PMT-3280353



## CIVIL ENGINEER / LAND SURVEYOR:

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 COFFEY ENGINEERING, INC.  
 9666 BUSINESSPARK AVENUE, SUITE 210  
 SAN DIEGO, CA 92131  
 (858) 831-0111  
 FAX: (858) 831-2179

JOHN S. COFFEY  
 RCE 062716 EXP. 6/30/26



COFFEY ENGINEERING, INC.  
 9666 BUSINESSPARK AVENUE, SUITE 210, SAN DIEGO, CA 92131 Ph: (858) 831-0111 FAX: (858) 831-0179

CITY OF SAN DIEGO, CALIFORNIA

FHCS EL CERRITO HOUSING

5472-5482 El Cajon Boulevard  
 San Diego, CA 92115

ORIGINAL
11/21/24
8/27/24
11/21/24
7/14/25
10/16/25

TENTATIVE MAP	C.3
DRAWN BY: DTK	SHEET 3 OF 3
CHECKED BY: MCK	

## NEIGHBORHOOD DEVELOPMENT PERMIT FOR:

## FHCS EL CERRITO HOUSING

## SHEET INDEX

COVER COVER SHEET  
SP.1 SITE PLAN  
SP.2 PROPOSED SUBDIVISION  
G.1 GENERAL NOTES

## SITE PLAN LEGEND

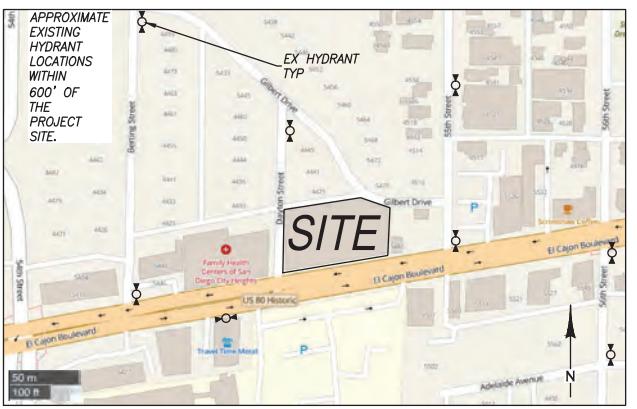
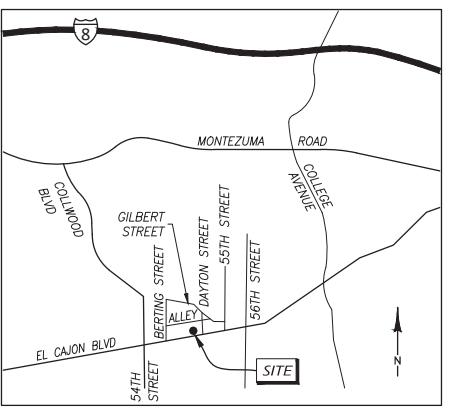
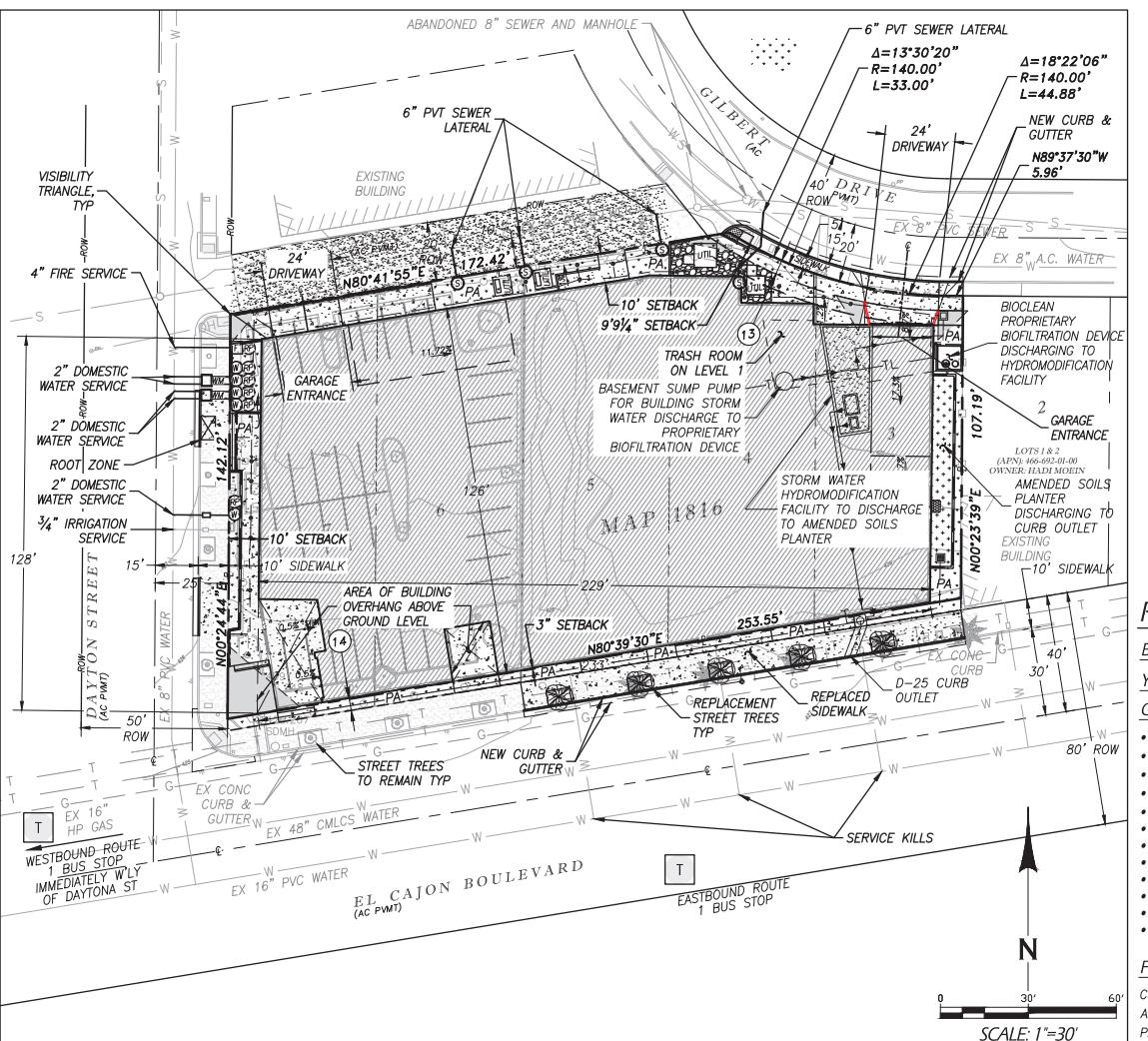
DESCRIPTION	SYMBOL
PROPERTY LINE / TM BOUNDARY	
STREET CENTERLINE	—
(E) CONTOUR	90
(E) WATER LINE	W
(E) SEWER LINE	S
(E) ELECTRIC CONDUIT	E / OH
(E) WATER SERVICE	(W)
(E) SEWER LATERAL	(S)
(E) PLANTINGS (TREE, SHRUB, PALM)	Tree
(E) BUILDING FOOTPRINT	Building
(E) CONCRETE SURFACE	Concrete
(E) NEAREST BUS STOP	T
(P) CONTOUR	90
(P) PVC DRAIN LINE (PVT)	—
(P) FORCE LINE (PVT)	→
(P) BROOKS BOX (OR SIM) W/GRADE; W/O GRADE - (PVT)	Box
(P) LANDSCAPE DRAIN (PVT)	○
(P) STORM DRAIN CLEANOUT (PVT)	○
(P) TRENCH DRAIN (PVT)	—
(P) WATER SERVICE	W
(P) FIRE SERVICE	FS
(P) WATER METER	WM
(P) REDUCED PRESSURE BACKFLOW DEVICE (RPBF) (PVT)	(RP)
(P) SEWER LATERAL (PUBLIC & PVT)	(S)
(P) BUILDING FOOTPRINT (PVT)	Building
(P) SIGHT VISIBILITY TRIANGLE	Triangle
(P) CONCRETE SIDEWALK OR PAVEMENT	Concrete
(P) PCC DRIVEWAY	Concrete
(P) PCC CURB & GUTTER	Concrete
(P) TREE ROOT ZONE (5'x8') (PVT)	Tree
(P) PLANTER / PLANTING AREA	Plant
(P) STREET TREE	Tree

## ABBREVIATIONS

AC	ASPHALTIC CONCRETE
A.C.	ASBESTOS CEMENT
€	CENTER LINE
C; CONC	CONCRETE
(E); EX	EXISTING
PA; PFLR	PLANTER AREA; PLANTER
(P); PR	PROPOSED PER PRIOR PERMITS (AS DESIGNATED IN PERMIT NOTES ON THIS SHEET)
PVMT	PAVEMENT
PVT	PRIVATE
TYP	TYPICAL
UTIL	UTILITY
WM	WATER METER

## SITE PLAN

Scale: 1"=30'



COFFEY ENGINEERING, INC.

9666 BUSINESSPARK AVENUE, SUITE 210, SAN DIEGO, CA 92131 PH (858)831-0111 FAX (858)831-0179

## SCOPE OF WORK:

THIS TENTATIVE MAP PROPOSES THE SUBDIVISION OF A 33,775 SQ FT (0.775 ACRE) COMMERCIAL PROJECT SITE INTO FOUR SEPARATE THREE DIMENSIONAL PARCELS. PHASE 1 OF A MIXED-USE DEVELOPMENT IS UNDER CONSTRUCTION (PTS-677890) FAMILY HEALTH CENTERS OF SAN DIEGO MIXED-USE) CONSISTING OF TWO LEVELS OF BELOW-GRADE PARKING AND EIGHT LEVELS OF ABOVE GRADE STRUCTURE PROPOSING TO HOUSE A HEALTH CLINIC ON THE GROUND FLOOR, TWO LEVELS OF ABOVE-GRADE PARKING, AND FIVE LEVELS OF MODULAR AFFORDABLE MULTI-FAMILY HOUSING UNITS ON THE UPPER FLOORS. PHASE 2 OF THE PROJECT WILL BE CONSTRUCTED AT A LATER TIME. THE 0.775-ACRE SITE IS IN THE CUPD-CU-2-4 BASE ZONE WITHIN THE COLLEGE AREA COMMUNITY PLANNING AREA

## SITE ADDRESS:

5472-5482 EL CAJON BLVD  
SAN DIEGO, CA 92115

## ASSESSOR PARCEL NO(S):

466-692-02-00, -03-00, -04-00, AND -5-00

## LEGAL DESCRIPTION:

LOTS 3 THROUGH 7 OF HIGHLAND GARDENS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF, NO. 1816, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 31, 1924.

## LOT SIZE:

EX LOT SIZE = 33,775 SF (0.775 AC)  
PR LOT SIZE = 32,304SF (0.742 AC)  
[AFTER RIGHT OF WAY DEDICATIONS]

## SOURCE OF TOPOGRAPHY:

ON THE GROUND FIELD SURVEY PERFORMED FOR ALTA PURPOSES BY: COFFEY ENGINEERING, INC., JOHN S. COFFEY, LS 8733 (EXPIRATION: 12/26), DATED FEBRUARY 4, 2021.

## PROJECT INFORMATION

BASE ZONE - CUPD-CU-2-4

YEAR BUILT - 2024

## OVERLAY ZONE DESIGNATIONS

- PARKING IMPACT OVERLAY ZONE (PIOZ) - CAMPUS IMPACT
- RESIDENTIAL TANDEM PARKING OVERLAY ZONE (RTP0Z)
- TRANSIT AREA OVERLAY ZONE (TA0Z)
- FIRE BRUSH ZONES 100' BUFFER
- FIRE HAZARD SEVERITY ZONE
- ENVIRONMENTALLY SENSITIVE LANDS: ... NO
- STEEP HILLSIDES: ... NO
- HISTORIC DISTRICT: ... NO
- DESIGNATED HISTORIC: ... NO
- HAZARD CATEGORIES: ... 53
- EARTHQUAKE FAULT BUFFER: ... NO
- FAA PART 77 NOTIFICATION AREA: ... NO

## FLOOR AREA RATIO (FAR)

CURRENT FAR = 2  
ALLOWABLE FAR = 2  
PROPOSED FAR = 5

## FLOOR AREA SUMMARY

R-2 - 94,331 SQ FT (TOTAL)  
B - 25,168 SQ FT (TOTAL)  
S-2 - 105,775 SQ FT (TOTAL)

## USES CATEGORY

EXISTING: MIXED USE RESIDENTIAL & COMMERCIAL  
PROPOSED: RESIDENTIAL R-2, B, & S-2 MIXED USE

## TYPE OF CONSTRUCTION

TYPE IIA OVER TYPE IA PODIUM - FULLY SPRINKLERED  
OCCUPANCY GROUPS / CLASSIFICATION(S)

RESIDENTIAL R-2, B &amp; S-2 MIXED USE

LOW HAZARD STORAGE, S-2

RESIDENTIAL, R-2

BUSINESS B

ACCESSORY OCCUPANCY, A3

## NUMBER OF STORIES

EXISTING = 8

PROPOSED = 8

ALLOWABLE HEIGHT = 85'

## LANDSCAPE AREA

SQUARE FOOTAGE FOR WATER CONSERVATION PURPOSES = 3,135

## CODES &amp; REGULATIONS

2019 CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE, TITLE 24 C.C.R., PART 1

2019 CALIFORNIA BUILDING CODE (CBC), TITLE 24 C.C.R., PART 2

2019 CALIFORNIA ELECTRICAL CODE (CEC), TITLE 24 C.C.R., PART 3

2019 CALIFORNIA MECHANICAL CODE (CMC), TITLE 24 C.C.R., PART 4

2019 CALIFORNIA PLUMBING CODE (CPC), TITLE 24 C.C.R., PART 5

2019 CALIFORNIA ENERGY CODE, TITLE 24 C.C.R., PART 6

2019 CALIFORNIA ELEVATOR SAFETY CONSTRUCTION CODE, PART 7

2019 CALIFORNIA FIRE CODE (CFC), TITLE 24 C.C.R., PART 9

2015 INTERNATIONAL FIRE CODE OF THE INTERNATIONAL CODE COUNCIL

2019 CALIFORNIA GREEN BUILDING STANDARDS, TITLE 24 C.C.R., PART 11

2019 CALIFORNIA REFERENCED STANDARDS, TITLE 24 C.C.R., PART 12

CALIFORNIA CODE OF REGULATIONS, TITLE 8: ELEVATOR SAFETY ORDERS

2022-0394840, O.R.

2022-0394842, O.R.

2024-0010025, O.R.

2024-0010026, O.R.

2024-0010027, O.R.

2024-0016928, O.R.

2024-0016961, O.R.

2024-0016962, O.R.

2024-0016963, O.R.

2024-0016964, O.R.

2024-0016965, O.R.

2024-0016966, O.R.

2024-0016967, O.R.

2024-0016968, O.R.

2024-0016969, O.R.

2024-0016970, O.R.

2024-0016971, O.R.

2024-0016972, O.R.

2024-0016973, O.R.

2024-0016974, O.R.

2024-0016975, O.R.

2024-0016976, O.R.

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2024-0016980, O.R.

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2024-0016985, O.R.

2024-0016986, O.R.

2024-0016987, O.R.

2024-0016988, O.R.

2024-0016989, O.R.

2024-0016990, O.R.

2024-0016991, O.R.

2024-0016992, O.R.

2024-0016993, O.R.

2024-0016994, O.R.

2024-0016995, O.R.

2024-0016996, O.R.

2024-0016997, O.R.

2024-0016998, O.R.

2024-0016999, O.R.

2024-0017000, O.R.

2024-0017001, O.R.

2024-0017002, O.R.

2024-0017003, O.R.

2024-0017004, O.R.

2024-0017005, O.R.

2024-0017006, O.R.

2024-0017007, O.R.

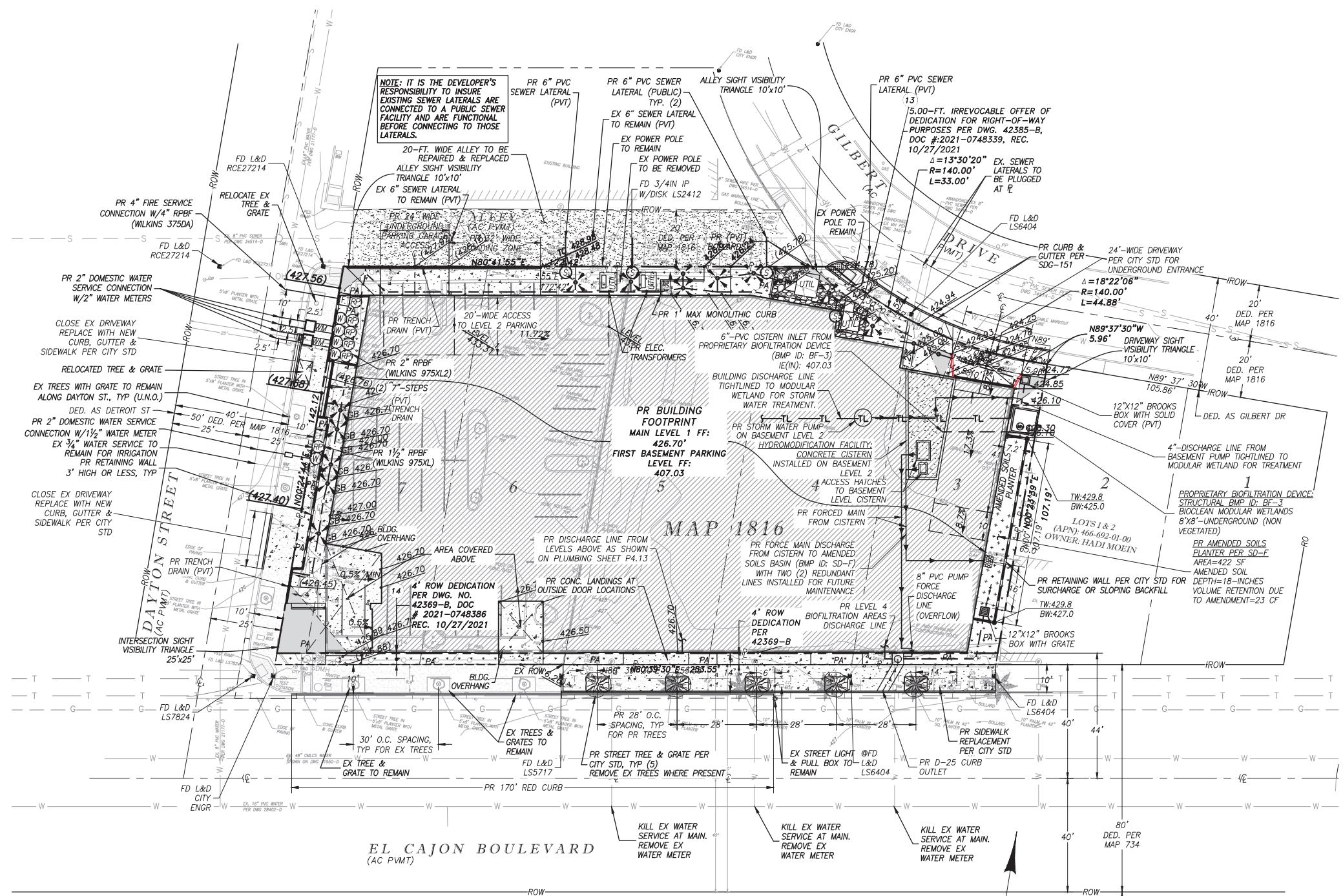
2024-0017008, O.R.

2024-0017009, O.R.

2024-0017010, O.R.

2024-0017011, O.R.

NEIGHBORHOOD DEVELOPMENT PERMIT FOR:  
**FHCSD EL CERRITO HOUSING**

01/25  
Mark C. Kinney

UTILITY TABLE		
UTILITY	PRE- DEVELOPMENT STATUS	POST DEVELOPMENT STATUS
ELECTRIC SERVICE	OVERHEAD	UNDERGROUND
CATV / DATA	OVERHEAD	UNDERGROUND
TELEPHONE	OVERHEAD	UNDERGROUND
ELECTRIC HIGH VOLTAGE TRANSMISSION	NONE	OVERHEAD
GAS	UNDERGROUND	UNKNOWN
WATER	UNDERGROUND	UNDERGROUND
SEWER	UNDERGROUND	UNDERGROUND



COFFEY ENGINEERING, INC.

9666 BUSINESSPARK AVENUE, SUITE 210, SAN DIEGO, CA 92131 PH (858)831-0111 FAX (858)831-0179

## LEGEND

DESCRIPTION	STD DWG	SYMBOL
PROPERTY LINE / TM BOUNDARY		N45°45'45" W
STREET CENTERLINE		—
(E) CONTOUR		90
(E) SPOT ELEVATION		+100.00
(E) WATER LINE		W
(E) SEWER LINE		S
(E) ELECTRIC CONDUIT		E / DH
(E) WATER SERVICE		(W)
(E) SEWER SERVICE		(S)
(E) FIRE HYDRANT		FH
(E) PLANTINGS (TREE, SHRUB, PALM)		
(E) BUILDING FOOTPRINT		
(P) CONTOUR		
(P) DRAINAGE SWALE OR DIRECTION OF FLOW		
(P) PVC DRAIN LINE (PVT)	SDR-35 SCH 40	—
(P) FORCE LINE (PVT)		→ →
(P) TIGHTLINE (PVT)		—
(P) TRENCH DRAIN		— TL —
(P) BROOKS BOX (OR SIM) W/GRADE; W/O GRADE - (PVT)		
(P) LANDSCAPE DRAIN (PVT)		(NDS OR EQ)
(P) STORM DRAIN CLEANOUT (PVT)		(NDS OR EQ)
(P) WATER SERVICE		
(P) FIRE SERVICE		
(P) IRRIGATION SERVICE		
(P) WATER METER		
(P) REDUCED PRESSURE BACKFLOW DEVICE (RPBF) (PVT)		
(P) SEWER LATERAL (PUBLIC & PVT)		
(P) BUILDING FOOTPRINT (PVT)		
(P) SIGHT VISIBILITY TRIANGLE		
(P) CONCRETE SIDEWALK		
(P) PCC DRIVEWAY		
(P) PCC CURB & GUTTER		
(P) TREE ROOT ZONE (5'X8') (PVT)		
(P) PLANTER / PLANTING AREA		
(E) SURVEY MONUMENT FOUND		(TYPE & SIZE NOTED)
		(TYPE NOTED)

## ABBREVIATIONS

AC	ASPHALTIC CONCRETE	MAX/MIN	MAXIMUM; MINIMUM
A.C.	ASBESTOS CEMENT	N/A	NOT APPLICABLE
BLK	BLOCK	PLANTER AREA; PLANTER	PLANTER AREA; PLANTER
BRK	BRICK	POINT OF CONNECTION	POINT OF CONNECTION
BW	GRADE AT BOTTOM OF WALL	POC	PROPOSED PER PRIOR PERMITS (AS
¢	CENTER LINE	(P); PR	DESIGNATED IN PERMIT NOTES ON
C; CONC	CONCRETE	THIS SHEET)	THIS SHEET)
C.O.	CLEANOUT	PVM	PAVEMENT
DED.	DEDICATED	PVT	PRIVATE
EL	ELECTRIC	RPBF	REDUCED PRESSURE BACKFLOW
ELEV	ELEVATION	SCO	SEWER CLEANOUT
EM	ELECTRIC METER	SDRSR	SAN DIEGO REGIONAL STANDARD
(E); EX	EXISTING	DRAWINGS	DRAWINGS
E; FL	FLOW LINE	SMH	SEWER MANHOLE
FD	FOUND	STD	STANDARD
FS	FINISHED SURFACE	TEL	TELEPHONE
GB	GRADE BREAK	TG	TOP OF GRADE
GM	AMENDED SOIL	TW	GRADE AT TOP OF WALL
H	DEPTH-18-INCHES	TYP	TYPICAL
ICV	VOLUME RETENTION DUE	UTIL	UTILITY
IE	TO AMENDMENT-23 CF	WM	WATER METER

## DEVIATIONS FROM STANDARDS:

THE PROJECT INCLUDES THE FOLLOWING DEVIATIONS FROM THE BASE ZONE DEVELOPMENT REGULATIONS SDMC SECTION 155.0242, TABLE 155-02D:

A) REDUCTION OF THE MINIMUM STREET FRONTOAGE FROM 25 FEET TO 0 FEET FOR PARCELS 1, 2, AND 3.

B) INCREASE OF THE MAXIMUM FLOOR AREA RATIO (FAR) FROM 2.0 TO 5.0 FOR PARCELS 2 AND 3.

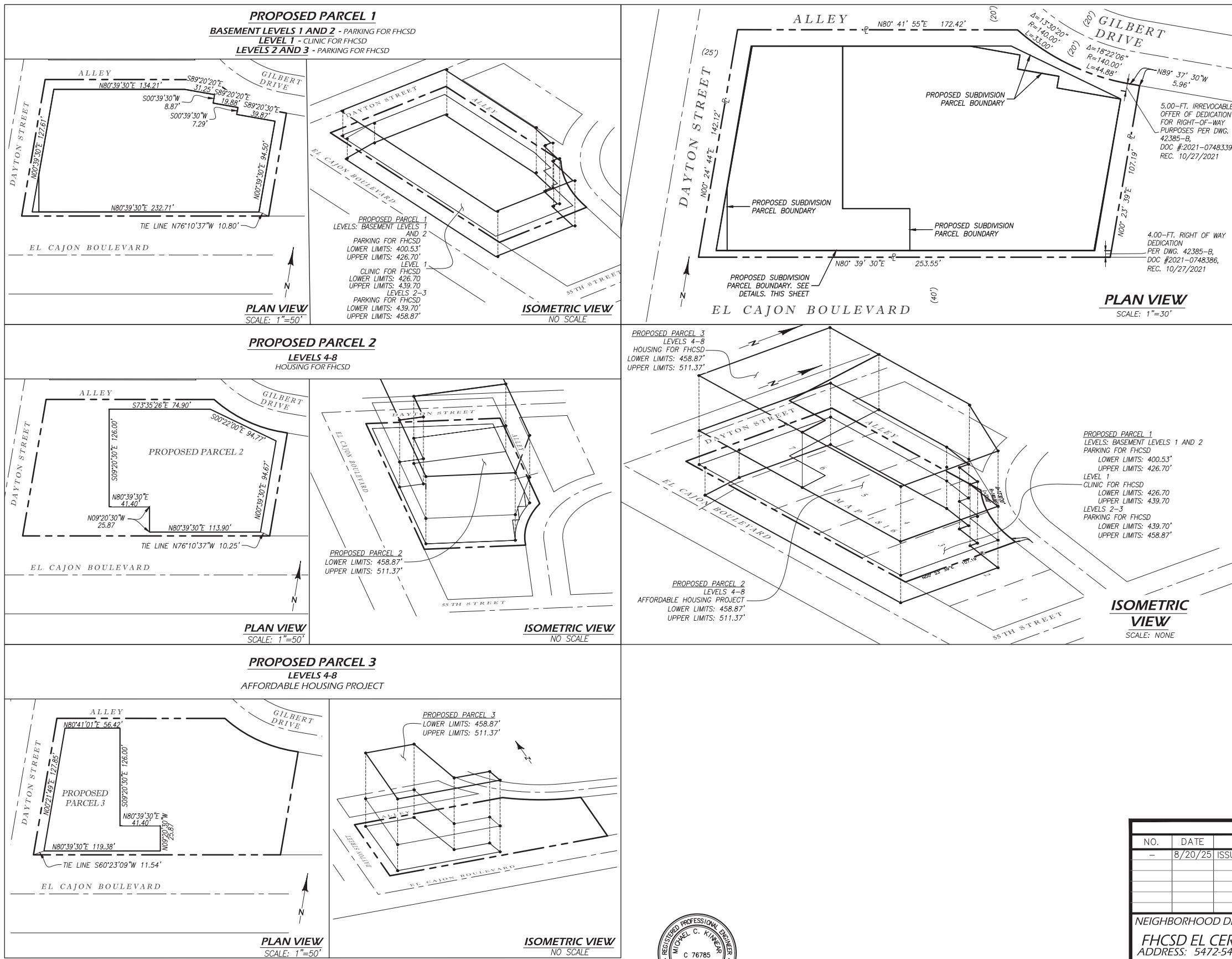
## PERMIT NOTES:

- ALL WORK SHOWN AS PART OF THIS NEIGHBORHOOD DEVELOPMENT PERMIT IS CURRENTLY IN CONSTRUCTION AND HAS BEEN COMPLETED PRIOR TO THE COMPLETION OF THIS PERMIT. ALL WORK IS PER PRIOR PERMIT AUTHORIZATION. NO NEW IMPROVEMENTS ARE PROPOSED.
- ALL WORK SHOWN IS EXISTING PER PRIOR PERMITS: GRADING & PUBLIC IMPROVEMENTS: PTS-677890, PTS-703779, AND PTS-704793. FOUNDATION & FRAMING PERMIT: PTS677890. ROW CONSTRUCTION PERMIT: PRJ-1067736.

REVISION TABLE		REVISION / ISSUE
NO.	DATE	
—	8/20/25	ISSUE
NEIGHBORHOOD DEVELOPMENT PERMIT		
FHCSD EL CERRITO HOUSING		
ADDRESS: 5472-5482 El Cajon Boulevard		
San Diego, CA 92115		
DEVELOPMENT SERVICES DEPARTMENT	SHEET 2 OF 4 SHEETS	PRJ-1109735
	SHEET NO.:	SP.1



## NEIGHBORHOOD DEVELOPMENT PERMIT FOR:

**FHCSD EL CERRITO HOUSING**

8/10/25  
Michael C. Kinnear



COFFEY ENGINEERING, INC.

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**NEIGHBORHOOD DEVELOPMENT PERMIT FOR:**  
***FHCSD EL CERRITO HOUSING***

# **CSD EL CERRITO HOUSING**

## **NEIGHBORHOOD DEVELOPMENT PERMIT FOR:**

#### *UTILITY NOTES:*

1. EXISTING SDG&E, CATV, AND PHONE LINES ON THE WEST SIDE OF DAYTON STREET RIGHT OF WAY, NORTHERLY FROM THE SW CORNER OF ALLEY AND ON THE SOUTH SIDE OF THE ALLEY RIGHT OF WAY ALONG THE ENTIRE PROJECT FRONTRAGE ARE OVERHEAD.
2. THE EXISTING STREET LIGHTS ALONG THE PROPERTY FRONTRAGE ARE SHOWN IN THE PLAN VIEW.
3. THERE IS AN EXISTING FIRE HYDRANT APPROXIMATELY 150 FEET EASTERLY OF THE EASTERN PROPERTY BOUNDARY, ON THE NORTHEAST CORNER OF 35TH STREET AND EL CAJON BOULEVARD.
4. NO TREES OR SHRUBS WHOSE HEIGHT WILL BE 3' OR GREATER AT Maturity SHALL BE INSTALLED OR RETAINED WITHIN 5' OF ANY PUBLICLY MAINTAINED WATER FACILITIES OR WITHIN 10' OF ANY PUBLICLY MAINTAINED SEWER FACILITIES.
5. ALL PROPOSED WATER AND SEWER FACILITIES (PUBLIC AND PRIVATE) WITHIN THE PUBLIC ROW OR PUBLIC EASEMENT MUST BE DESIGNED, CONSTRUCTED, OR ABANDONED IN ACCORDANCE WITH THE CRITERIA ESTABLISHED WITHIN THE CITY OF SAN DIEGO'S CURRENT WATER AND SEWER FACILITY DESIGN GUIDELINES, REGULATIONS, STANDARDS, AND PRACTICES PERTAINING THERETO.
6. ALL WATER LINES SERVING THIS DEVELOPMENT (INCLUDING DOMESTIC, IRRIGATION, AND FIRE) MUST PASS THROUGH A PERMITTED, PRIVATE, ABOVE GROUND, BACKFLOW PREVENTION DEVICE (BFPD) OR REDUCED PRESSURE DETECTION ASSEMBLY (RPDA).
7. IF A 3" OR LARGER METER IS REQUIRED FOR THIS PROJECT, THE OWNER/PERMITTEE SHALL CONSTRUCT THE NEW METER AND PRIVATE BACK FLOW DEVICE ON SITE, ABOVE GROUND, WITHIN AN ADEQUATELY SIZED WATER EASEMENT, IN A MANNER SATISFACTORY TO THE PUBLIC UTILITIES DEPARTMENT AND THE CITY ENGINEER.
8. ALL UTILITY UNDERGROUNDING TO BE DONE WITH APPROPRIATE PERMITS.

#### PROJECT COORDINATE DATA:

PROJECT COORDINATE DATA

## WATERSHED

WATERSHED: HYDROLOGIC UNIT / WATERSHED HYDROLOGIC:  
SAN DIEGO BAY  
HYDRAULIC SUB AREA NAME AND NUMBER:  
CHOLLAS CREEK 908.22

## BENCHMARK:

TY OF SAN DIEGO VERTICAL CONTROL BENCHBOOK  
O. #199. NORTH WEST BRASS PLUG (GILBERT  
RIVE & 55TH STREET)  
EDITION: 123-13 NAVD 20

#### MAPPING AND MONUMENTATION:

PARCEL MAP SHALL BE FILED AT THE COUNTY RECORDER'S OFFICE PRIOR TO THE EXPIRATION OF THE TENTATIVE MAP, IF APPROVED. A DETAILED PROCEDURE OF SURVEY SHALL BE SHOWN ON THE PARCEL MAP AND ALL PROPERTY CORNERS SHALL BE MARKED WITH DURABLE SURVEY MONUMENTS.

### *S A S I S O F B E A R I N G .*

THE BASIS OF BEARINGS.  
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE  
NORTH LINE OF EL CAJON BOULEVARD AS  
Laid down on Mar. 1816, L. E. N. 80° 30' 30" E.

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REVISION TABLE

NEIGHBORHOOD DEVELOPMENT PERMIT

**FHCSD EL CERRITO HOUSING**  
ADDRESS: 5472-5482 El Cajon Boulevard  
San Diego, CA 92115

ego, CA 92115

DEVELOPMENT SERVICES DEPARTMENT SHEET <u>4</u> OF <u>4</u> SHEETS	PRJ-110973 SHEET NO.: G
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