



THE CITY OF SAN DIEGO

## Report to the Planning Commission

DATE ISSUED: July 16, 2020 REPORT NO. PC-20-042  
HEARING DATE: July 23, 2020  
SUBJECT: ALANTE CPA/PDP/RZ, Process Five  
PROJECT NUMBER: [648597](#)  
OWNER/APPLICANT: City of San Diego, Owner / New Pointe Communities, Inc., Applicant

### SUMMARY

Issue(s): Should the Planning Commission recommend that City Council approve an application to construct a four-story, 70,595 square-foot, 50-unit multi-family residential building over an existing two-level parking structure at a site located at 10211 Rancho Carmel Drive within the Carmel Mountain Ranch Community Plan area?

### Staff Recommendations:

1. Recommend to the City Council the ADOPTION of Negative Declaration Addendum No. 648597 to Negative Declaration No. 90-0687;
2. Recommend to the City Council APPROVAL of Planned Development Permit No. 2347521, an amendment to Planned Commercial Development No. 90-0687;
3. Recommend to the City Council ADOPTION of a resolution amending the General Plan and the Carmel Mountain Ranch Community Plan; and
4. Recommend to the City Council ADOPTION of a Rezone Ordinance.

Community Planning Group Recommendation: On June 10, 2020, the Carmel Mountain Ranch Community Council (CMRCC) voted 13-0-0 to recommend denial of the project (Attachment No. 14).

Environmental Review: This project was determined to be within the scope of Negative Declaration (ND) No. 90-0687 which was adopted by the Planning Director of the City of San Diego on January 28, 1991 and identified that the project would result in less than significant impacts. Addendum No. 648597 identifies that all project impacts would be below a level of significance, consistent with the previously certified ND 90-0687.

Fiscal Impact Statement: All costs associated with this action are recovered through a deposit account funded by the applicant.

Housing Impact Statement: The project would add 50 dwelling units to the Carmel Mountain Ranch community and the City's housing stock. The project includes affordable units and qualifies as a density bonus project pursuant to California Government Code Section 65915 (State Density Bonus Law) and the San Diego Municipal Code (SDMC). The project permit requires that the applicant enter into a Regulatory Agreement and Declaration of Covenants, Conditions, and Restrictions with the San Diego Housing Commission, executed by the applicant, and secured by a deed of trust which incorporates applicable affordability conditions consistent with the City Council [Resolution R-311868](#), and which complies with the Inclusionary Affordable Housing Regulations. The Agreement will specify that in exchange for the purchase of the City-owned land, the Permittee shall provide at least 5 units with rents of no more than 30% of 60% of the Area Median Income (AMI) for a period of 55 years, an additional 5 units with rents of no more than 30% of 80% AMI, and an additional 5 units with rents of no more than 30% of 120% AMI. These 15 affordable units will be restricted for a period of 55 years. According to the San Diego Housing Commission Resource Guide, there are no existing affordable for-sale or affordable rental housing units available in the Carmel Mountain Ranch community.

## BACKGROUND

The Alante Project (Project) site is located at 10211 Rancho Carmel Drive, on a City of San Diego owned property, and is developed consistent with Planned Commercial Development (PCD) Permit No. 90-0687, which has a two-story, 75-space Park and Ride facility. Surrounding uses include the Carmel Mountain Ranch Recreation Center to the west, a neighborhood commercial center to the south, a residential condominium development to the east, and a vacant former golf course to the north (Attachment 1). The 0.46-acre site is in the RM-1-2 Zone, the Airport Land Use Compatibility Overlay Zone (MCAS Miramar), the Airport Influence Area Overlay Zone (MCAS Miramar - Review Area 2), the Residential Tandem Parking Overlay Zone, the Parking Standards Transit Priority Area, and the Transit Priority Area within the Carmel Mountain Ranch Community Plan area (Community Plan) (Attachment 1).

On March 27, 1989, the City approved a Vesting Tentative Map No. 87-0639 for the subdivision and grading and public improvements, Planned Residential Development (PRD) Permit No. 87-0639 for the development of 162 multi family dwelling units, and PCD Permit No. 87-0639 for the development of a 25,000 square-foot neighborhood commercial center. On January 28, 1991, the City approved PCD Permit No. 90-0687, an amendment to PCD Permit No. 87-0639, to authorize a 31,280 square-foot neighborhood commercial center with 156 parking spaces, a two-story 75 space park and ride facility, and accessory uses as may be determined incidental and approved by the Planning Director. In addition, Tentative Map No. 90-0687 was approved for the subdivision of existing Lots 17 and 19, Map No. 12516, into four parcels to accommodate a commercial center developed on the southwest corner of Provencal Place and Rancho Carmel Drive, and the existing two-level Park and Ride facility built in 1991.



Due to interest in providing additional housing opportunities at the site of the Park and Ride facility, the City of San Diego entered into a Purchase and Sale Agreement (PSA) (Attachment 17) with the applicant for the sale of the site subject to the terms and conditions set forth in the PSA, including obtaining the necessary entitlements and construction permits to develop the project, and the requirement to include affordable housing units. To further the possibility of providing housing at the site, the Planning Commission of the City of San Diego approved Resolution No. 5043-PC on August 15, 2019 (Attachment 10), which authorized initiating an amendment to the Carmel Mountain Ranch Community Plan to re-designate the site from low medium density residential to high density residential to allow the construction of up to 48 residential units.

The current proposal requires a Process Five, Land Use Plan Amendment to the Carmel Mountain Ranch Community Plan to re-designate the site from low medium density residential uses (6-29 dwelling units/acre) to very high density residential uses (75-109 dwelling units/acre), a Rezone from the RM-1-2 Zone to the RM-4-10 Zone, and a Planned Development Permit to amend PCD Permit No. 90-0687.

## DISCUSSION

### Project Description:

The Project includes the construction of a four-story, 70,595 square-foot, 50-unit multi-family residential building over an existing two-level parking structure (Attachment 16). Of the 50 residential units, 15 units will be designated as affordable for low to moderate income households, including five units at 60% of the Area Median Income (AMI), five units at 80% AMI, and five units at 120% AMI. A mixture of 26 one-bedroom and 24 two-bedroom units would be distributed throughout building levels one through four. The existing parking structure to remain would be located on the basement and ground-floor level and will preserve the 58 parking spaces from the existing park and ride facility for the residential units. An elevator would service the parking and residential levels.

The Project is located within a Parking Standards Transit Priority Area, which does not require parking pursuant SDMC Section [142.0528\(a\)\(1\)](#). However, 58 parking spaces, five motorcycle spaces, and 22 bicycle spaces would be provided. The basement level would provide 14 standard and 15 compact parking spaces, an elevator generator room, an electrical utility room, three motorcycle spaces, and bicycle storage. The ground floor level would include a residential lobby, leasing office, mail area, delivery support, rideshare information, child transportation storage, trash area, two motorcycle spaces, bicycle storage, two handicap parking spaces, 10 standard parking spaces, and 16 compact parking spaces. The first floor level, built above the existing parking structure, would include 13 residential units, a 381 square-foot indoor common space with kitchenette, and a 785 square-foot outdoor common space with a barbeque. The second through fourth floor levels would include the residential units, and all levels would include additional storage units and private balconies.

The Project's building design incorporates energy conservation features, including the design and construction of the heating, ventilation and air conditioning systems, lighting and window

treatments, and insulation and weather stripping. Water conservation will be implemented by mechanical equipment and a plumbing design that is characterized by low water requirements and efficient water utilization. The project design includes active and passive energy and water conservation measures within the site planning, architectural materials, and color palette to complement the neighborhood. The flat roof is oriented according to passive solar energy concepts. Natural boulders and rock outcroppings are included in the landscaping to provide community identity; landscaping includes indigenous species and low water demand flora to reduce the irrigation demands of the community to minimize run-off. Mature trees would remain on the north side of the property and along street frontage on Rancho Carmel Drive and Provencal Place.

As noted earlier, the Project includes affordable units and qualifies as a density bonus project pursuant to California Government Code Section 65915 (State Density Bonus Law) and the SDMC. Pursuant to the SDMC Section 143.0740, Table 143.07B, a 35 percent density bonus would allow up to two incentives, and according to Table 143.07C, a five percent density bonus would allow up to one incentive. The Project is therefore allowed three incentives in the form of exceptions from the development regulations, and include the following:

- Incentive 1: Exception from SDMC Section 131.0443(g)(1) to reduce the northerly elevation setback from the required 15 feet to allow 0 feet on the grade level and eight feet on the second through the fourth floors;
- Incentive 2: Exception from SDMC Section 131.0445(c) to increase the maximum lot coverage from 60 percent to 63 percent; and
- Incentive 3: Exception from SDMC Section 131.0454 to reduce personal storage space from the requirement that all dwelling units be provided with a personal storage space of at least 240 cubic feet with a minimum seven foot horizontal dimension along one plane, to 16-units that will be provided with a private storage space of 75 cubic feet with a seven foot horizontal dimension along one plane.

The Project would not substantially change the nature of the surrounding area and would not introduce any barriers or project features that could physically divide the community, and would not obstruct any vista or scenic view from a public viewing area, as identified in the Community Plan. The Project would be subject to the Urban Design Guidelines outlined in the General Plan, and policies in the Community Plan. The Project would incorporate design elements and landscape components to address bulk and scale to ensure that the project would integrate into the existing neighborhood. The south elevation would be the location of the primary building entrance, accented by a downslope which creates a difference in height of street trees, and a garage entrance for vehicles. The Project incorporates windows, offsetting plans, colors, and different types of panel materials to articulate the building facades. The western elevation includes a garage entrance and offsetting plans with a mixture of building materials and mature street trees; the northern and eastern elevations similarly incorporate offsetting planes, colors, and various materials to articulate the building facades, and include street trees of different sizes.

The Project site is located adjacent to a commercial shopping center and recreational uses that are interconnected to the site with existing pedestrian and bike paths, which promotes the Community Plan goal of providing convenient commercial development to meet the shopping, service, and recreation needs of a balanced community, and supports the Community Plan goal to reduce commuter traffic by providing adequate means for multi-modal circulation within the community integrated with the city and regional circulation and transportation. The Project is located within a Transit Priority Area and is approximately one-quarter mile north of the Sabre Springs/Peñasquitos Transit Station.

The increased density at the site and the inclusion of affordable housing supports the General Plan's City of Villages strategy, the Housing Element objectives, and the Community Plan goal of accommodating a variety of residential options through a diversity of product types and economic appeal. The Project will provide a combination of market-rate and 15 deed restricted affordable housing units for households earning between 60% and 120% AMI. According to the San Diego Housing Commission Resource Guide, there are no existing affordable for-sale or affordable rental housing units available in the Carmel Mountain Ranch community.

The project would not adversely affect existing levels of services to the area and would not require the construction of new or expansion of existing facilities. The project would not significantly increase the demand on existing neighborhood or regional parks or other recreational facilities over that which presently exists. The Carmel Mountain Recreation Center and Community Park are located just west of the site. A condition of approval requires the applicant to pay a park in-lieu fee of approximately \$539,139 into the Capital Improvement Fund to support future park and recreation facilities. The site is served by the City's Fire Rescue Department Station 42 located two miles to the north of the site at 12110 World Trade Drive. The project would not significantly increase the demand on public schools over that which currently exists and is not anticipated to result in a significant increase in demand for public educational services.

The project permit contains specific requirements to ensure compliance with the regulations of the Land Development Code, including those adopted to protect the public health, safety and welfare. Permit requirements include the construction of a new City standard driveway adjacent to the site along Provencal Place and Rancho Carmel Drive, obtaining an Encroachment Maintenance Removal Agreement for the sidewalk underdrain/curb outlet along the Rancho Carmel Road right-of-way, requires the implementation of storm water construction best management practices, maintains visibility areas along the property line on both sides of the driveway on Rancho Carmel Drive and Provencal Place, maintains landscape improvements, requires constructing a 12-inch public water main within the Rancho Carmel Drive right-of-way, constructing a new water and sewer services outside of the driveway or drive aisle, including the abandonment of any existing unused water and sewer services within the public right-of-way, and requires the design and construction of all proposed public water and sewer facilities in accordance with the City's Water and Sewer Facility Design Guidelines and City regulations, standards and practices.

## General Plan and Community Plan Analysis

### 1. Land Use

The General Plan designates the site for residential uses, and the Community Plan designates the site for low medium density residential (6-29 dwelling units/acre). Based on the Community Plan land use designation, between 2 to 13 dwelling units could be developed on site. However, the existing RM-1-2 Zone would only allow for up to eight dwelling units. On August 15, 2019, the Planning Commission approved Resolution No. 5043-PC (Attachment 10), which authorized initiating an amendment to the Community Plan to re-designate the site from low medium density residential to high density residential, and to evaluate the potential for additional housing opportunities at the site. The responses and analysis to the land use issues identified at the Planning Commission hearing can be found in Attachment 11 of this staff report.

### 2. Mobility

- a) *General Plan:* The Project is located within a Transit Priority Area, which is approximately one-quarter mile north of the Sabre Springs/Peñasquitos Transit Station. The Mobility Element of the General Plan includes a policy to plan for transit supportive villages, transit corridors, and higher-intensity uses in areas that are served by existing or planned higher-quality transit services (ME-B.9, b). The Project consisting of a high-density residential development is consistent with this policy. The existing parking structure would remain as part of the Project and will include 58 parking spaces, five motorcycle spaces, and 22 bicycle spaces.

The Mobility Element encourages new development to include a site design and on-site amenities that support alternative modes of transportation. The Mobility Element promotes a pedestrian and bicycle-friendly design, accessibility to transit, and the provision of amenities supportive and conducive to implementing transportation demand management strategies, such as car sharing vehicles and parking spaces, bicycle lockers, and preferred rideshare parking (ME-E.6). The Project would implement this policy by providing ride sharing opportunities that are near the Peñasquitos/Sabre Springs Transit Station.

The Project located within one-quarter mile of the transit station would implement the General Plan policy to promote the most efficient use of the City's existing transportation network (ME-E.4) through development of a high density residential development that could result in an increase in users of the transit and bicycle network. The Mobility Element contains goals for encouraging bicycling as a viable travel choice, particularly for trips of less than five miles, and to facilitate bicycling to nearby employment, retail uses, multi-family housing, schools (i.e., Shoal Creek Elementary), and transit facility uses (ME-F.4). The Project would meet these goals by providing 22 bike parking spaces to complement the existing Class II bike lanes on Rancho Carmel Drive, and include bike lockers to promote safe, convenient, and adequate short and long-term bicycle parking. The bicycle spaces provided would also implement a policy to improve connectivity to the bike paths along Rancho Carmel Drive and to open space areas (ME-F. 1, d).

- b) *Community Plan:* The Transportation Element recommends Class II bicycle lanes on streets, such as Rancho Carmel Drive to promote multi-modal circulation within the community and support development of bikeways within Carmel Mountain Ranch. The Project design would implement this policy and meet the objective for multi-modal circulation by including 22 bicycle parking spaces that would complement and potentially increase the use of existing bicycle lanes along Rancho Carmel Drive, including linking adjacent neighborhoods to one another.

### 3. Urban Design

- a) *General Plan:* A goal in the Urban Design Element of the General Plan is for a built environment that respects San Diego's natural environment and climate. The Project features ample fenestration and balconies on all floors to maximize sunlight and breezes, respecting San Diego's natural environment and climate. The Urban Design Element includes a policy for natural features to preserve remaining naturally occurring features such as ridge lines (UD-A.1), which the Project accomplishes by locating at the foot of the neighborhood hillside. Another implementing policy is for residential development to integrate new construction with the existing fabric and scale of development in surrounding neighborhoods, recognizing that taller or denser development is not necessarily inconsistent with older, lower-density neighborhoods (UD-B.1). This taller and denser project, adjacent to existing lower density residential development would incorporate architectural elements such as exterior materials, shingled overhangs and mullion windows, which complements the existing neighborhood.

The Urban Design Element includes policies for new development to contribute to a positive neighborhood character and relate to neighborhood and community context (UD-A. 5), including the use of materials and finishes that reinforce a sense of quality and permanence and provide architectural interest to discourage appearance of blank walls for development (UD-A. 5, d, e). The Project provides a contemporary building with extensive articulation, including reveals, flat roofs, fenestration, vertical and horizontal offsets, balconies, railings, and varied facade materials. The exterior materials include white painted stucco, grey painted trim, grey horizontal cement board siding, vinyl windows, clear anodized glazed overhead metal doors, and black glazed metal railing that contributes to a sense of quality and permanence, consistent with a positive neighborhood character.

Other policies in the Urban Design Element include pursuing development of parking structures that are wrapped on their exterior with other uses to conceal the parking structure and create an active streetscape (UD-A.11, f.), and screening views of parked vehicles from pedestrian areas (UD-A.11, e). The Project complies with these policies by developing the upper parking levels with other uses such as the office and lobby, and includes cement board siding for screening, glazed garage doors and landscaping to conceal the structure. The Urban Design Element encourages the preservation of physical connectivity and access to open space (UD-A.2. b). The Project would provide direct sidewalk access from the entrance of the project to Rancho Carmel Drive and encourages connectivity to open space.

The Urban Design Element recommends maximizing planting of new trees, street trees and other plants for shading, air quality, and livability benefits (UD-A.8, a). The Project would provide new Brisbane Box trees along the public right-of-way on Rancho Carmel Drive, new Fern Pines on the project edge next to the golf course and a variety of shrubs, vines and ground covers. The Urban Design Element includes policies for water conservation through the use of drought-tolerant landscape, porous materials, and reclaimed water, including landscaping to support storm water management goals for filtration, percolation and erosion control (UD-A.8, b, c). The Project proposes a number of low water usage landscape species to implement this policy, and proposed landscaping and street trees along Rancho Carmel Drive would implement policies for maintaining landscaped residential streets in the community. (UD-A.8, g).

- b) *Community Plan*: A policy in the Design Element of the Community Plan specifies that choice of building heights will be geared to the silhouette of the terrain with taller buildings planned on lower ground. The Project would implement this policy through a design that locates the four-story building on lower ground located at the foot of the neighborhood hillside. The Community Plan identifies Brisbane Box trees among recommended street trees, and the project implements this recommendation, as well as the Community Plan recommendation that natural boulders and stone material be used in the landscape on slopes, as a component of the community theme involving extensive use of boulders, stone material and topographic relief, and landscaping.

#### 4. Recreation

The Recreation Element of the General Plan has a policy to encourage private development to include recreation facilities, such as children's play areas, rooftop parks and courts, useable public plazas, and mini-parks to supplement population-based parks (RE-A.10a.). The Parks and Open Space Element of the Community Plan calls for development of neighborhood and community parks that adequately meet the needs of residents by location and amenities. The Carmel Mountain Community Park is located on the opposite side of Rancho Carmel Drive from the Project site, and the facility would be available for the new residents.

#### 5. Conservation

- a) *General Plan*: The Conservation Element includes goals for climate change and sustainable development, such as reducing the City's overall carbon dioxide footprint by improving energy efficiency, increasing use of alternative modes of transportation, employing sustainable planning and design techniques, and providing environmentally sound waste management. To implement these goals, the General Plan includes policies to employ sustainable building techniques for the construction and operation of buildings, (CE-A.5, a) including designing mechanical and electrical system to achieve greater energy efficiency with current technologies, minimizing energy use through innovative site design and building orientation that addresses factors such as sun-shade patterns, prevailing winds, landscape and sun-screens, employing self-generation of energy using renewable technologies, and using energy efficient appliances and lighting.

The Project includes extensive fenestration and balconies to take advantage of sunshade patterns and winds and promote energy efficiency and the building roof includes photovoltaic panels to reduce energy costs and improve energy efficiency. The Project would utilize standards, such as recycling 50 percent of construction waste, and requiring volatile organic compounds from adhesives, paints and coatings, and composition wood products that comply with state mandated standards. In addition, bathroom fans will be Energy Star rated, used landscape irrigation water will have weather-based controls, and drought-tolerant landscaping will be installed for the project. The Project demonstrates that the design will include high reflectivity and emissivity white PVC sheet membrane “cool roofing” materials and includes photovoltaic solar panels to reduce energy costs.

- b) *Community Plan:* The Community Plan’s Environment, Conservation and Design Element includes an energy conservation policy that specifies that the use of active and passive solar systems be maximized by site planning. As previously mentioned, the Project includes photovoltaic solar panels on the roof to reduce energy costs. Other policies implemented by the Project include a building design that incorporates energy conservation features in the heating, ventilation and air conditioning systems, lighting and window treatments, and insulation and weather stripping. Water conservation will be implemented by mechanical equipment and a plumbing design characterized by low water requirements and efficient water utilization.

## 6. Noise

- a) *General Plan:* The Noise Element of the General Plan requires that residential outdoor use areas be protected from noise levels greater than 65 dB CNEL. As designed, future traffic noise levels are expected to be 65 dB CNEL or less at all common outdoor use areas and private balconies, except for the private balconies at the northwest corner of the building. The City of San Diego and State of California require interior noise levels of 45 dB CNEL or less in residential units. Preliminary calculations show that future noise levels may exceed 60 dB CNEL at most facades, and interior noise levels may exceed 45 dB CNEL within the units. Prior to the issuance of construction permits, a detailed exterior-to-interior noise analysis shall be completed by the Project to ensure that interior noise levels do not exceed 45 CNEL. The required interior noise levels are feasible and can be achieved with readily available building materials and construction methods.
- b) *Community Plan:* The Community Environment, Conservation and Design Element in the Community Plan states that design features to attenuate noise impacts from projected vehicular traffic on major roads shall be considered during site planning. Noise attenuation can be achieved through the proper siting of buildings, berms and walls, insulation, and other mitigation measures. The Project incorporates noise attenuation features for the expected 60 dB CNEL noise at most facades consisting of a typical wall, windows and glass doors with an STC rating of 28, and mechanical ventilation in units to achieve an interior noise level of 45 dB. The exterior noise level of 65 dB CNEL would be consistent with the City’s exterior noise guidelines.



### Community Planning Group Issues:

On June 10, 2020, the Carmel Mountain Ranch Community Council (CMRCC) voted 13-0-0 to recommend denial of the project (Attachment No. 14). The CMRCC's objection was due to the project's density, height, traffic, and bulk and scale, which the CMRCC declared is inconsistent with the Community Plan and the existing community character. The Project Description and General Plan and Community Plan Analysis sections of this report describes how the project will not adversely impact the Community Plan, and how the project conforms to the intent of the residential multiple-unit zone regulations.

### Conclusion:

City staff has reviewed the proposal, including all the issues identified through the review process, and has determined that all project issues have been addressed. The project conforms with the Community Plan, and the adopted City Council policies and regulations of the Land Development Code. Staff has provided draft ordinances and resolutions to support the project. Staff recommends that the Planning Commission recommend to City Council approval of the project.

### ALTERNATIVES

1. Recommendation to the City Council the adoption of Addendum No. 648597 to Negative Declaration No. 90-0687, adoption of Community Plan Amendment No. 2347522, adoption of Rezone No. 2347523, and approval of Planned Development Permit No. 2347521, with modifications.
2. Recommendation to the City Council to deny of adopting Addendum No. 648597 to Negative Declaration No. 90-0687, deny adopting Community Plan Amendment No. 2347522, deny adopting Rezone No. 2347523, and deny approving Planned Development Permit No. 2347521, if the findings required to approve the project cannot be affirmed.

Respectfully submitted,



P. Fitzgerald  
Assistant Deputy Director  
Development Services Department



Xavier Del Valle  
Development Project Manager  
Development Services Department



Laura Black  
Deputy Director  
Planning Department

Attachments:

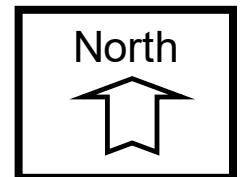
1. Aerial and Site Photographs
2. Community Plan Land Use Map
3. Project Location Map
4. Draft Permit Resolution with Findings
5. Draft Permit with Conditions
6. Addendum No. 648597 to Negative Declaration No. 90-0687
7. Draft Environmental Resolution
8. Draft Rezone Ordinance
9. Rezone Map
10. Planning Commission Resolution No. 5043-PC
11. Community Plan Amendment Initiation Responses
12. Draft General Plan and Community Plan Amendment Resolution
13. Proposed General Plan & Community Plan Land Use Amended Figures
14. Community Planning Group Recommendation
15. Ownership Disclosure Statement
16. Project Conceptual and Plans
17. Purchase and Sale Agreement
18. Existing Planned Commercial Development Permit No. 90-0687



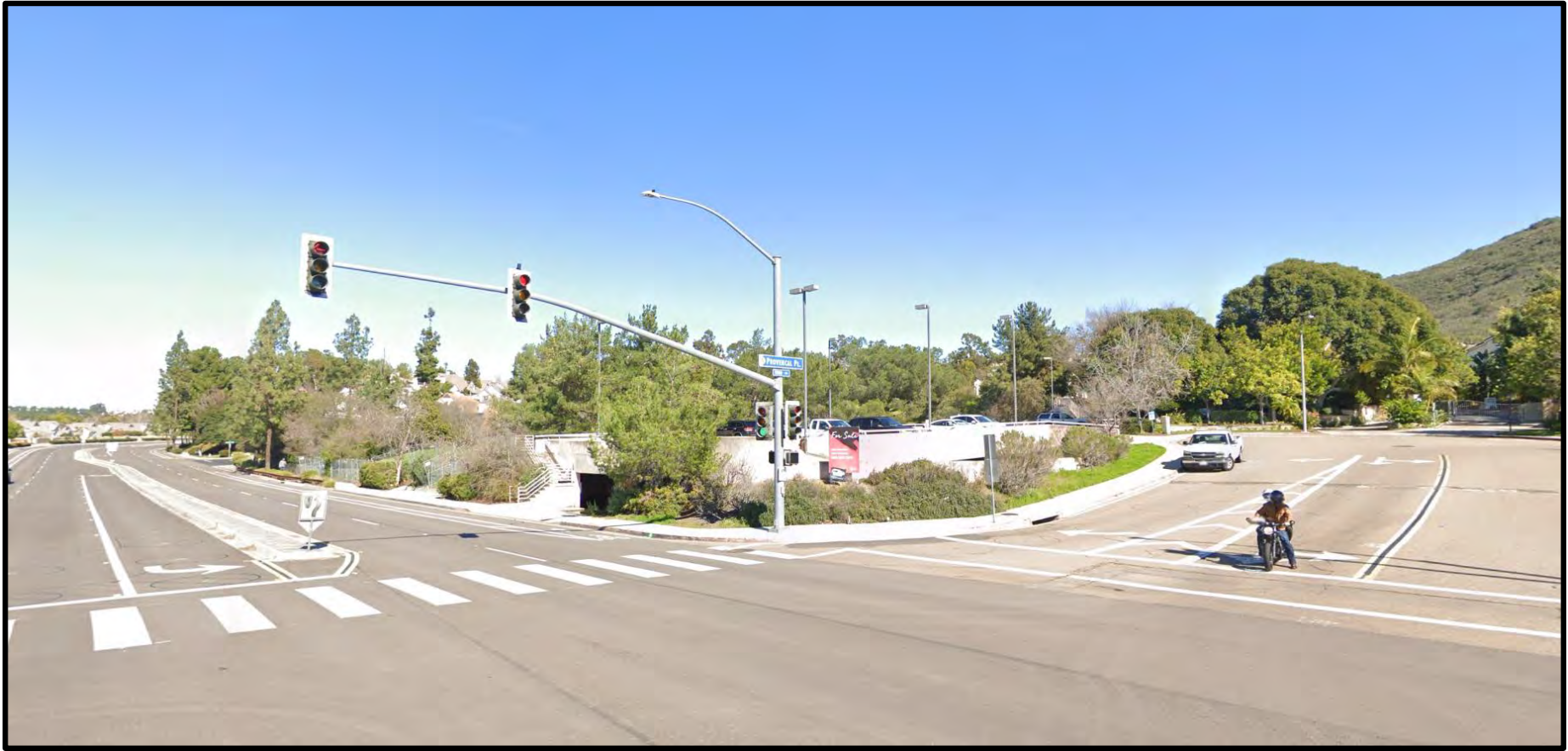
## Aerial Photograph

Alante CPA/PDP/RZ

Project No. 648597 – 10211 Rancho Carmel Drive







## Site Photograph

Alante CPA/PDP/RZ

Project No. 648597 – 10211 Rancho Carmel Drive



## Site Photograph

Alante CPA/PDP/RZ

Project No. 648597 – 10211 Rancho Carmel Drive





## Site Photograph

Alante CPA/PDP/RZ

Project No. 648597 – 10211 Rancho Carmel Drive



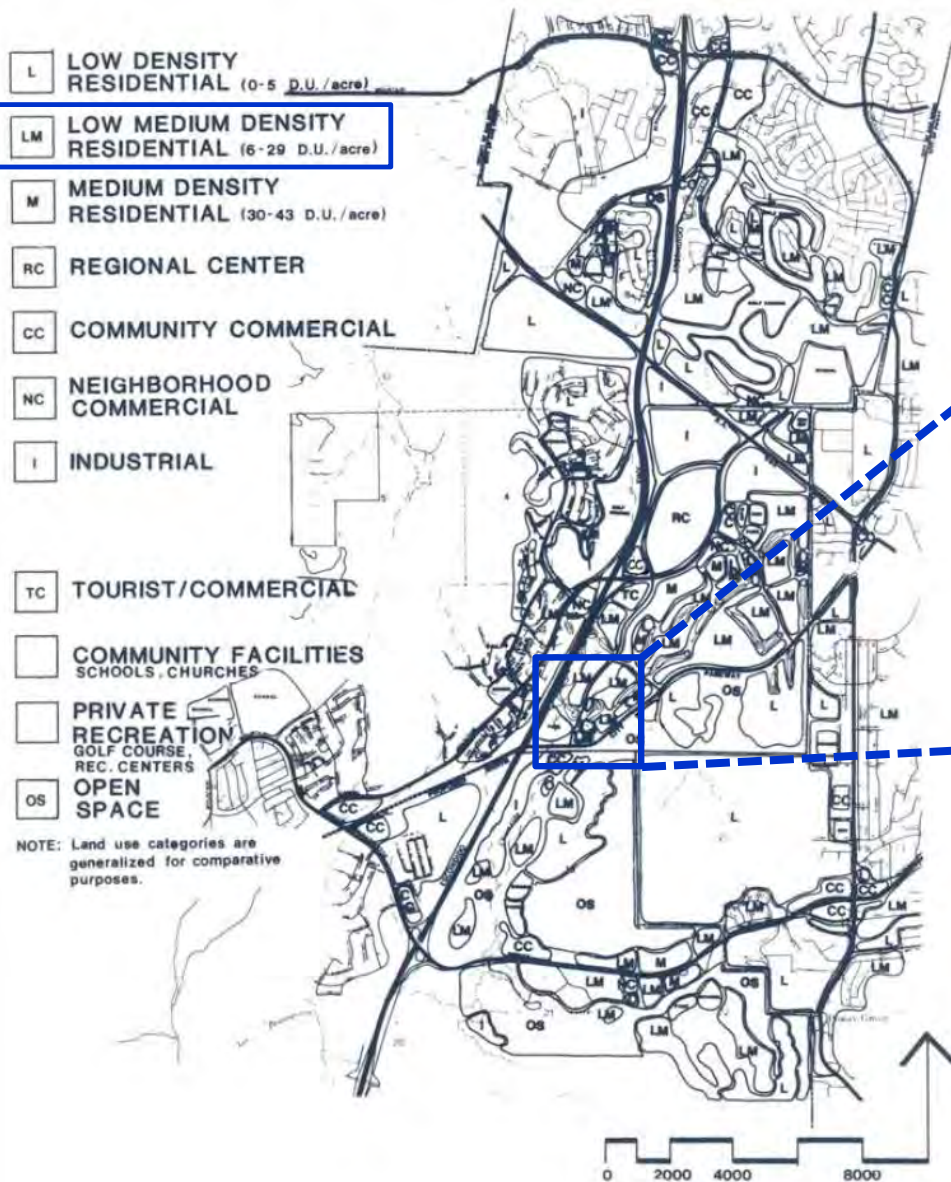


## Site Photograph

Alante CPA/PDP/RZ

Project No. 648597 – 10211 Rancho Carmel Drive



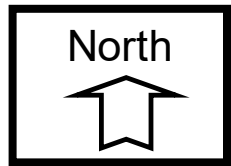


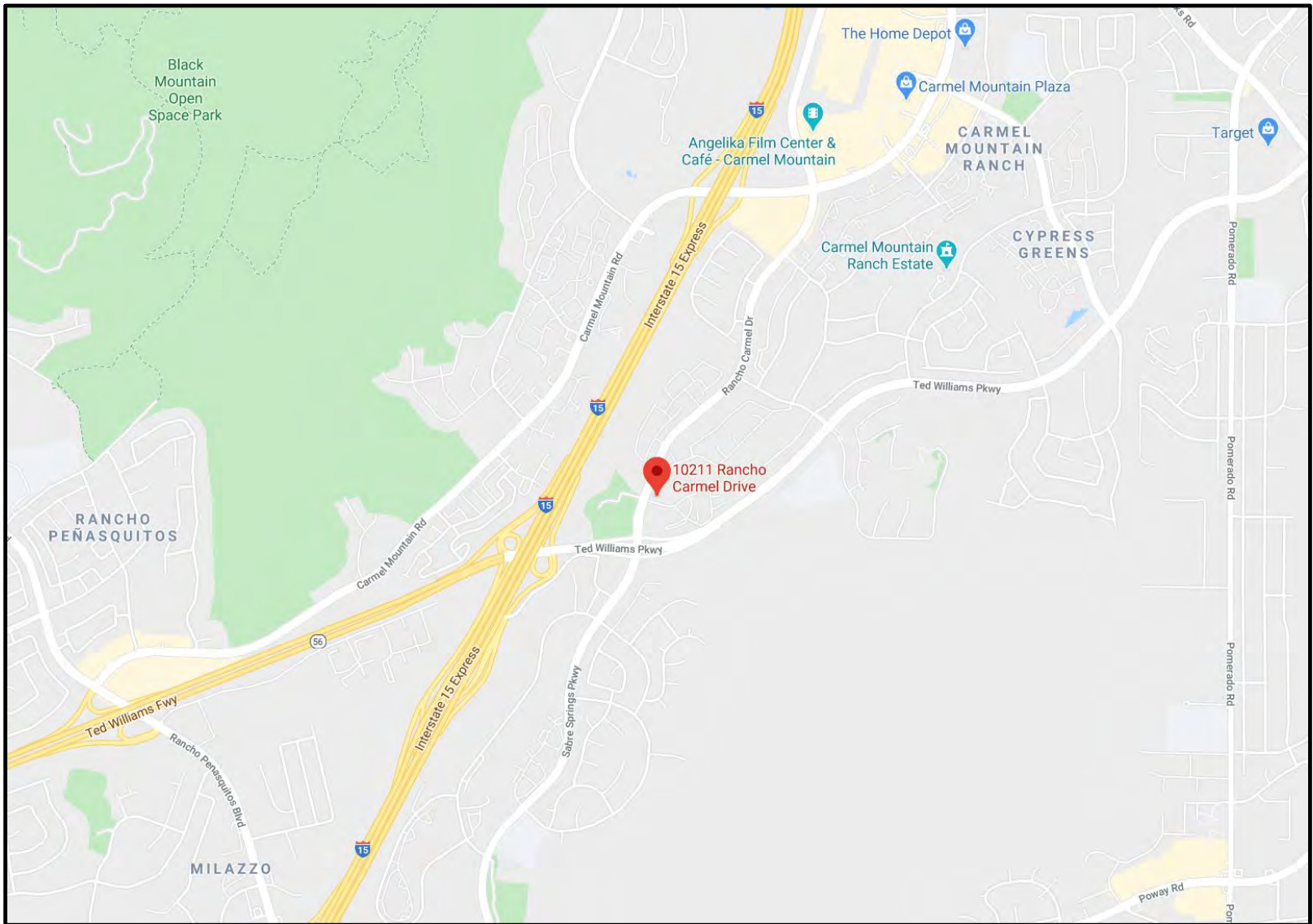
**Project Site**



# Land Use Map

Alante CPA/PDP/RZ  
Project No. 648597 – 10211 Rancho Carmel Drive

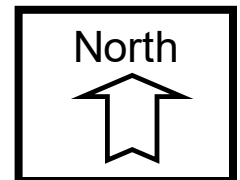




## Project Location Map

Alante CPA/PDP/RZ

Project No. 648597 – 10211 Rancho Carmel Drive



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO  
GRANTING PLANNED DEVELOPMENT PERMIT NO. 2347521  
AMENDMENT TO PLANNED COMMERCIAL DEVELOPMENT  
NO. 90-0687 FOR THE ALANTE PROJECT NO. 648597

WHEREAS, THE CITY OF SAN DIEGO, Owner and NEW POINTE INVESTMENT 46, LLC, Permittee, filed an application with the City of San Diego for an amendment to Planned Commercial Development Permit No. 90-0687 to construct a multi-family residential building over an existing parking structure known as the Alante Project, located at 10211 Rancho Carmel Drive, and legally described as Lot 18 of Re-subdivision of Carmel Mountain Ranch Units 4 and 36, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 12516, filed in the Office of the County Recorder of San Diego, County, December 13, 1989; and

WHEREAS, the 0.46-acre site is in the RM-4-10 Zone (previously referred to as the RM-1-2 Zone which is proposed to be rezoned to the RM-4-10 Zone), the Airport Land Use Compatibility Overlay Zone (MCAS Miramar), the Airport Influence Area Overlay Zone (MCAS Miramar - Review Area 2), the Residential Tandem Parking Overlay Zone, Parking Standards Transit Priority Area, and Transit Priority Area within the Carmel Mountain Ranch Community Plan area; and

WHEREAS, on July 23, 2020, the Planning Commission of the City of San Diego considered Planned Development Permit No. 2347521, and pursuant to Resolution No. \_\_\_\_\_-PC voted to recommend approval of the Permit; and

WHEREAS, under Charter section 280(a)(2) this resolution is not subject to veto by the Mayor because this matter requires the Council of the City of San Diego (Council) to act as a quasi-judicial body and where a public hearing was required by law implicating due process rights of individuals

affected by the decision and where the Council was required by law to consider evidence at the hearing and to make legal findings based on the evidence presented; and

WHEREAS, the matter was set for public hearing on \_\_\_\_\_, 2020, testimony having been heard, evidence having been submitted, and the Council having fully considered the matter and being fully advised concerning the same; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that it adopts the following findings with respect to Planned Development Permit No. 2347521:

**A. PLANNED DEVELOPMENT PERMIT [SDMC Section 126.0605]**

**1. Findings for all Planned Development Permits:**

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

The Alante Project (Project) site is located at 10211 Rancho Carmel Drive and is developed with a two-story, 75-space Park and Ride facility within the Carmel Mountain Ranch Community Plan (Community Plan) area. Surrounding uses include the Carmel Mountain Ranch Recreation Center to the west, a neighborhood commercial center to the south, a residential condominium development to the east, and a vacant former golf course to the north. The Project includes the construction of a four-story, 70,595 square-foot, 50-unit multi-family residential building over an existing two-level parking structure. Of the 50 residential units, 15 units will be designated as affordable for low to moderate income households, including 5 units at 60% of the Area Median Income (AMI), 5 units at 80% AMI, and 5 units at 120% AMI.

The Project includes a Land Use Plan amendment to the Community Plan to re-designate the site from low medium density residential uses (6-29 dwelling units/acre) to very high density residential uses (75-109 dwelling units/acre), and a Rezone from the RM-1-2 Zone to the RM-4-10 Zone. A Planned Development Permit is required to amend Planned Commercial Development Permit No. 90-0687, which authorized a retail building totaling 31,280 square feet, a two-story, 75 space park and ride facility, off-street parking, and accessory uses as may be determined incidental and approved by the Planning Director.

The Project would not substantially change the nature of the surrounding area and would not introduce any barriers or project features that could physically divide the community. In addition, the Project would not obstruct any vista or scenic view from a public viewing area, as identified in the Community Plan. The Project would be

subject to the Urban Design Guidelines outlined in the General Plan, and policies in the Community Plan. The Project would incorporate design elements and landscape components to address bulk and scale and ensure that the project would integrate into the existing neighborhood. The south elevation would be the location of the primary building entrance, accented by a downslope which creates a difference in height of street trees, and a garage entrance for vehicles. The Project incorporates windows, offsetting plans, colors, and different types of panel materials to articulate the building facades. In addition, the western elevation would include a garage entrance and offsetting plans with a mixture of building materials and mature street trees. The northern and eastern elevations would similarly incorporate offsetting planes, colors, and various materials to articulate the building facades, along with street trees of different sizes.

The site is located adjacent to a commercial shopping center and recreational uses that are interconnected to the site with existing pedestrian and bike paths, which promotes the Community Plan goal of providing convenient commercial development to meet the shopping, service, and recreation needs of a balanced community. In addition, the site is located in close proximity to large commercial business centers that are linked by pedestrian and bike paths, which promotes the Community Plan goal of providing adequate means for multi-modal circulation within the community integrated with the city and regional circulation and transportation to reduce commuter traffic. The project is also located within a Transit Priority Area, and is approximately one-quarter mile north of the Sabre Springs/Peñasquitos Transit Station.

The Project would add 50 dwelling units to the Carmel Mountain Ranch community and the City's housing stock. The increased density at the site and the inclusion of affordable housing supports the City of Villages strategy, the Housing Element objectives of the General Plan and the Community Plan goal of accommodating a variety of residential options through a diversity of product types and economic appeal. The project will provide a combination of market-rate and 15 deed restricted affordable housing units for households earning between 60% and 120% AMI. According to the San Diego Housing Commission Resource Guide, there are no existing affordable for-sale or affordable rental housing units available in the Carmel Mountain Ranch community.

The building design incorporates energy conservation features, including the design and construction of the heating, ventilation and air conditioning systems, lighting and window treatments, and insulation and weather stripping. Water conservation will be implemented by mechanical equipment and a plumbing design that is characterized by low water requirements and efficient water utilization. In addition, the project design includes active and passive energy and water conservation measures within the site planning, architectural materials, and color palette to complement the neighborhood. The flat roof is oriented according to passive solar energy concepts. Natural boulders and rock outcroppings are included in the landscaping to provide community identity. Mature trees would remain on the north side of the property and along street frontage on Rancho Carmel Drive and



Provencal Place. In addition, landscaping includes indigenous species and low water demand flora to reduce the irrigation demands of the community to minimize run-off.

The Project would not adversely affect existing levels of services to the area and would not require the construction of new or expansion of existing facilities. The Project would not significantly increase the demand on existing neighborhood or regional parks or other recreational facilities over that which presently exists. The Carmel Mountain Recreation Center and Community Park are located just west of the site. The City's Fire Rescue Department Station 42 is located two miles to the north of the site at 12110 World Trade Drive. In addition, the Project would not significantly increase the demand on public schools over that which currently exists and is not anticipated to result in a significant increase in demand for public educational services. Shoal Creek Elementary School is located one-half mile east of the site, Los Peñasquitos Elementary School is located one-half mile west of the site, and Morning Creek Elementary School is three-quarters of a mile south of the site. Therefore, the proposed development will not adversely affect the applicable land use plan.

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

The Project proposes the construction of a four-story, 70,595 square-foot, 50-unit multi-family residential building over an existing two-level parking structure. Of the 50 units, 15 units will be designated as affordable for low to moderate income households. In addition, the Project includes a Land Use Plan amendment to the Community Plan to re-designate the site from low medium density residential uses (6-29 dwelling units/acre) to very high density residential uses (75-109 dwelling units/acre), and a Rezone from the RM-1-2 Zone to the RM-4-10 Zone.

The Project permit contains specific requirements to ensure compliance with the regulations of the Land Development Code, including those adopted to protect the public health, safety and welfare. Permit requirements include the construction of a new City standard driveway adjacent to the site along Provencal Place and Rancho Carmel Drive, obtaining an Encroachment Maintenance Removal Agreement for the sidewalk underdrain/curb outlet along the Rancho Carmel Road right-of-way, implementation of storm water construction best management practices, maintaining of visibility areas along the property line on both sides of the driveway on Rancho Carmel Drive and Provencal Place, maintaining landscape improvements, constructing a 12-inch public water main within the Rancho Carmel Drive right-of-way, constructing a new water and sewer services outside of the driveway or drive aisle, including the abandonment of any existing unused water and sewer services within the public right-of-way, and requires the design and construction of all proposed public water and sewer facilities in accordance with the City's Water and Sewer Facility Design Guidelines and City regulations, standards and practices.

The site is previously graded and there are no impacts to biological resources. The previously certified Negative Declaration (ND) No. 90-0687 determined that the development of a commercial center and the two-level park and ride facility would not result in any significant impacts to the environment. Staff has determined that the proposed Project is within the scope of the ND that was previously adopted by the Planning Director for the site on January 28, 1991. The Project's Addendum to the ND identifies that all project impacts would be below a level of significance. Therefore, the proposed development will not be detrimental to the public health, safety, and welfare.

- c. The proposed development will comply with the regulations of the Land Development Code including any proposed deviations pursuant Section 126.0602(b)(1) that are appropriate for this location and will result in a more desirable project than would be achieved if designed in strict conformance with the development regulations of the applicable zone, and any allowable deviations that are otherwise authorized pursuant to the Land Development Code.**

The Project proposes the construction of a four-story, 70,595 square-foot, 50-unit multi-family residential building over an existing two-level parking structure. Of the 50 units, 15 units will be designated as affordable for low to moderate income households. In addition, the Project includes a Land Use Plan amendment to the Community Plan to re-designate the site from low medium density residential uses (6-29 dwelling units/acre) to very high density residential uses (75-109 dwelling units/acre), and a Rezone from the RM-1-2 Zone to the RM-4-10 Zone.

The Project includes affordable units and qualifies as a density bonus project pursuant to California Government Code Section 65915 (State Density Bonus Law) and the San Diego Municipal Code (SDMC). Pursuant to SDMC Section 143.0740 and Table 143.07B, a 35 percent density bonus would allow up to two incentives, and according to Table 143.07C, a five percent density bonus would allow up to one incentive. The project is allowed three incentives in the form of exceptions from the development regulations, and include the following:

- Incentive 1: Exception from SDMC Section 131.0443(g)(1) to reduce the northerly elevation setback from the required 15 feet to allow 0 feet on the grade level and eight feet on the second floor through the fourth floor.
- Incentive 2: Exception from SDMC Section 131.0445(c) to increase the maximum lot coverage from 60 percent to 63 percent.
- Incentive 3: Exception from SDMC Section 131.0454 to reduce personal storage space from the requirement that all dwelling units be provided with a personal storage space of at least 240 cubic feet with a minimum seven foot horizontal dimension along one plane, to 16-units provided with a private storage space of 75 cubic feet with a seven foot horizontal dimension along one plane.



The Project would not substantially change the nature of the surrounding area and would not introduce any barriers or project features that could physically divide the community. The Project would incorporate design elements and landscape components to address bulk and scale and ensure that the project would integrate into the existing neighborhood. In addition, the increased density at the site and the inclusion of affordable housing would provide a variety of residential options through a diversity of product types and economic appeal. The Project will provide a combination of market-rate and 15 deed restricted affordable housing units for households earning between 60% and 120% AMI. According to the San Diego Housing Commission Resource Guide, there are no existing affordable for-sale or affordable rental housing units available in the Carmel Mountain Ranch community.

In addition, the Project will not be detrimental to the public health, safety, and welfare. The Project permit contains specific requirements to ensure compliance with the regulations of the Land Development Code, including those adopted to protect the public health, safety and welfare. Permit requirements include the construction of a new City standard driveway adjacent to the site along Provencal Place and Rancho Carmel Drive, obtaining an Encroachment Maintenance Removal Agreement for the sidewalk underdrain/curb outlet along the Rancho Carmel Road right-of-way, requires that the proposed drainage system be subject to approval by the City Engineer, requires the implementation of storm water construction best management practices, maintaining of visibility areas along the property line on both sides of the driveway on Rancho Carmel Drive and Provencal Place, maintaining landscape improvements, constructing a 12-inch public water main within the Rancho Carmel Drive right-of-way, constructing a new water and sewer services outside of the driveway or drive aisle, including the abandonment of any existing unused water and sewer services within the public right-of-way, and requires the design and construction of all proposed public water and sewer facilities in accordance with the City's Water and Sewer Facility Design Guidelines and City regulations, standards and practices.

Each of the requested incentives has been reviewed as they relate to the proposed design of the project, the property configuration, and the surrounding development. The incentives are appropriate and will result in a more desirable project that efficiently utilizes the site and achieves the revitalization and re-use of the existing Park and Ride lot as a significant multi-family residential development with affordable housing opportunities to the Carmel Mountain Ranch community and the City's housing stock and meeting the purpose and intent of the development regulations.

The Project meets all applicable regulations and policy documents, and is consistent with the recommended land use, design guidelines, and development standards in effect for this site per the Land Development Code (LDC). Therefore, the proposed development will comply with the regulations of the LDC including any proposed deviations pursuant to Section 126.0602(b)(1) that are appropriate for this location and will result in a more desirable project than would be achieved if designed in

strict conformance with the development regulations of the applicable zone, and any allowable deviations that are otherwise authorized pursuant to the LDC.

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

BE IT FURTHER RESOLVED, that Planned Development Permit No. 2347521 is granted to The City of San Diego, Owner, and New Pointe Investment 46, LLC, Permittee, under the terms and conditions set forth in the attached permit which is made a part of this resolution.

APPROVED: MARA W. ELLIOTT, City Attorney

By \_\_\_\_\_  
Heather Ferbert  
Deputy City Attorney

**RECORDING REQUESTED BY**  
CITY OF SAN DIEGO  
DEVELOPMENT SERVICES  
PERMIT INTAKE, MAIL STATION  
501

**WHEN RECORDED MAIL TO**  
**PROJECT MANAGEMENT**  
**PERMIT CLERK**  
**MAIL STATION 501**

INTERNAL ORDER NUMBER: 2408276

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PLANNED DEVELOPMENT PERMIT NO. 2347521  
AMENDMENT TO PLANNED COMMERCIAL DEVELOPMENT PERMIT NO. 90-0687  
**ALANTE CPA/PDP/RZ - PROJECT NO. 648597**  
CITY COUNCIL

This Planned Development Permit No. 2347521 [Permit], an amendment to Planned Commercial Development Permit No. 90-0687 is granted by the Council of the City of San Diego to the City of San Diego, a Municipal Corporation, Owner, and New Pointe Investment 46, LLC, a California Limited Liability Company, Permittee, pursuant to San Diego Municipal Code [SDMC] section 126.0605. The 0.46-acre site is located at 10211 Rancho Carmel Drive and is in the RM-1-2 Zone, which shall be to be rezoned to the RM-4-10, the Airport Land Use Compatibility Overlay Zone (MCAS Miramar), the Airport Influence Area Overlay Zone (MCAS Miramar - Review Area 2), the Residential Tandem Parking Overlay Zone, the Parking Standards Transit Priority Area, and Transit Priority Area within the Carmel Mountain Ranch Community Plan area. The project site is legally described as Lot 18 of Re-subdivision of Carmel Mountain Ranch Units 4 and 36, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 12516, filed in the Office of the County Recorder of San Diego, County, December 13, 1989.

Subject to the terms and conditions set forth in this Permit, permission is granted to Permittee to construct a multi-family residential building over an existing parking structure described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated \_\_\_\_\_, 2020, on file in the Development Services Department.

The project shall include:

- a. Construction of a four-story, 70,595 square-foot, 50-unit multi-family residential building over an existing two-level parking structure. Of the 50 residential units, 15 units shall be designated as affordable for low to moderate income households, including 5 units at 60% of the Area Median Income (AMI), 5 units at 80% AMI, and 5 units at 120% AMI; and
- b. 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 \_\_\_\_, 2023.
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 the Permittee signs and returns the Permit to the Development Services Department, and 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 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 Permittee shall secure all necessary building permits. The 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.
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 in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the 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 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 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 Permittee of any claim, action, or proceeding and, if the City should fail to cooperate fully in the defense, the 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, 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 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 Permittee shall not be required to pay or perform any settlement unless such settlement is approved by Owner/Permittee.

11. The Permittee shall comply with conditions of Planned Commercial Development Permit No. 90-0687, unless modified herein this Permit.

**CLIMATE ACTION PLAN REQUIREMENTS:**

12. The Permittee shall comply with the Climate Action Plan (CAP) Consistency Checklist stamped as Exhibit "A." Prior to issuance of any construction permit, all CAP strategies shall be noted within the first three (3) sheets of the construction plans under the heading "Climate Action Plan Requirements" and shall be enforced and implemented to the satisfaction of the Development Services Department.

**AFFORDABLE HOUSING REQUIREMENTS:**

13. Prior to issuance of any construction permits, the Permittee shall demonstrate compliance with the provisions of Chapter 14, Article 2, Division 13 of the San Diego Municipal Code (Inclusionary Affordable Housing Regulations) and the affordable housing requirements of San Diego City Council Resolution R-311868.

14. The Permittee shall enter into a Regulatory Agreement and Declaration of Covenants, Conditions, and Restrictions with the San Diego Housing Commission, executed by the Permittee,

and secured by a deed of trust which incorporates applicable affordability conditions consistent with the City Council Resolution R-311868, and which complies with the Inclusionary Affordable Housing Regulations. Such Agreement will specify that in exchange for the purchase of the City-owned land, the Permittee shall provide at least 5 units with rents of no more than 30% of 60% of AMI for a period of 55 years, an additional 5 units with rents of no more than 30% of 80% AMI, and an additional 5 units with rents of no more than 30% of 120% AMI. These 15 affordable units will be restricted for a period of 55 years.

### **ENGINEERING REQUIREMENTS:**

15. Prior to the issuance of any construction permits, the Permittee shall assure by permit and bond the construction of a new City standard 25-foot driveway adjacent to the site along Provencal Place, in a manner satisfactory to the City Engineer.

16. Prior to the issuance of any construction permits, the Permittee shall assure by permit and bond the construction of a new City standard 25-foot driveway adjacent to the site along Rancho Carmel Drive, in a manner satisfactory to the City Engineer.

17. Prior to the issuance of any construction permits, the Permittee shall obtain an Encroachment Maintenance Removal Agreement for the sidewalk underdrain/curb outlet along the Rancho Carmel Road right-of-way, in a manner satisfactory to the City Engineer.

18. The proposed drainage system as shown on the site plan is subject to approval by the City Engineer.

19. Prior to the issuance of any construction permits, the Permittee shall incorporate into the construction plans or specifications any construction Best Management Practices necessary to comply with Chapter 14, Article 2, Division 1 (Grading Regulations) of the SDMC.

20. Prior to the issuance of any construction permits, the Permittee shall submit a Water Pollution Control Plan (WPCP). The WPCP shall be prepared in accordance with the guidelines in Part 2 Construction BMP Standards Chapter 4 of the City's Storm Water Standards.

21. Prior to the issuance of any construction permits, the Permittee shall enter into an agreement to indemnify, protect and hold harmless the City, its officials and employees from any and all claims, demands, causes or action, liability or loss because of, or arising out of surface drainage entering into the property from the right-of-way due to the design of the proposed driveway.

### **TRANSPORTATION REQUIREMENTS:**

22. The Permittee shall provide and maintain a 10-foot by 10-foot visibility area measured along the property line on both sides of the driveway on Rancho Carmel Drive. No obstruction higher than 36 inches shall be located within this area (e.g. shrubs, landscape, walls, columns, signs etc.),

23. The Permittee shall provide and maintain a 10-foot by 10-foot visibility area measured along the property line on both sides of the driveway on Provencal Place. No obstruction higher than 36 inches shall be located within this area (e.g. shrubs, landscape, walls, columns, signs etc.).

**LANDSCAPE REQUIREMENTS:**

24. Prior to issuance of any construction permits, the Permittee shall submit complete construction documents for the revegetation and hydro-seeding of all disturbed land in accordance with the City's Landscape Standards, Storm Water Design Manual, and to the satisfaction of the Development Services Department. All plans shall be in substantial conformance to this permit and Exhibit "A," on file in the Development Services Department.

25. Prior to issuance of any construction permits, the Permittee shall submit to the Development Services Department for approval complete landscape construction documents for right-of-way improvements. The plans shall show, label, and dimension a 40-square-foot area around each tree that is unencumbered by utilities. The driveways, utilities, drains, water and sewer laterals shall be designed to not prohibit the placement of street trees.

26. Prior to issuance of any construction permits, the Permittee shall submit to the Development Services Department for approval complete landscape and irrigation construction documents that are consistent with the City's Landscape Standards. The construction documents shall be in substantial conformance with Exhibit "A" on file in the Development Services Department. Construction plans shall provide a 40 square-foot area around each tree that is unencumbered by hardscape and utilities, unless otherwise approved per SDMC Section 142.0403(b)5.

27. In the event that a foundation only permit is requested by the Permittee, a site plan or staking layout plan shall be submitted to the Development Services Department identifying all landscape areas consistent with Exhibit "A" on file in the Development Services Department. The landscape areas shall be clearly identified with a distinct symbol, noted with dimensions, and labeled as "landscaping area."

28. The Permittee shall be responsible for the maintenance of all landscape improvements shown on the approved plans, including in the right-of-way, unless long-term maintenance of said landscaping will be the responsibility of another entity approved by the Development Services Department. All required landscaping shall be maintained consistent with the City's Landscape Standards in a disease, weed, and litter free condition at all times. Severe pruning or "topping" of trees is not permitted.

29. If any required landscaping (including existing or new plantings, hardscape, landscape features, etc.) as shown on the approved construction documents is damaged or removed, the Permittee shall repair and/or replace in kind and in an equivalent size per the approved documents to the satisfaction of the Development Services Department within 30 days of damage or Certificate of Occupancy, whichever occurs first.

**PLANNING/DESIGN REQUIREMENTS:**

30. A topographical survey conforming to the provisions of the SDMC may be required if it is determined, during construction, that there may be a conflict between the building(s) under construction and a condition of this Permit or a regulation of the underlying zone. The cost of any such survey shall be borne by the Permittee.



31. 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.

32. All private outdoor lighting shall be shaded and adjusted to fall on the same premises where such lights are located and in accordance with the applicable regulations in the SDMC.

33. Prior to the issuance of construction permits for the building structure, the Permittee shall provide a detailed exterior-to-interior noise analysis to ensure that interior noise levels do not exceed 45 CNEL.

**PARK AND RECREATION REQUIREMENTS:**

34. Prior to the issuance of any construction permits, the Permittee shall pay a park in-lieu fee of \$539,139.00 to be deposited into the Developer Contributions - CIP Fund No. 200636, for park and recreation facilities. This in-lieu fee shall be subject to adjustment (from the effective date of this permit to the date of construction permit issuance) according to the Construction Cost Index in Los Angeles as published monthly in the "Engineering News-Record." This in-lieu fee may be subject to adjustment if the General Plan population-based park standards are changed with the anticipated adoption of the Parks Master Plan.

**PUBLIC UTILITIES DEPARTMENT REQUIREMENTS:**

35. Prior to the issuance of any construction permits, the Permittee shall submit an updated Water Study, satisfactory to the Director of Public Utilities and in accordance with the City's current Water Design Guide that shows that the existing public water facilities will have adequate capacity to serve the project. Two copies of the updated water study, including a PDF electronic file shall be submitted for review.

36. Prior to the issuance of any construction permits, the Permittee shall assure by permit and bond the design and construction of a 12-inch public water main within the Rancho Caramel Drive right-of-way as shown on the approved Exhibit "A", in a manner satisfactory to the Public Utilities Director and the City Engineer.

37. Prior to the issuance of any construction permits, the Permittee shall assure by permit and bond the design and construction of new water and sewer services outside of any driveway or drive aisle, including the abandonment of any existing unused water and sewer services within the public right-of-way adjacent to the project site, in a manner satisfactory to the Public Utilities Director and the City Engineer.

38. Prior to the issuance of any construction permits, the Permittee shall apply for a plumbing permit for the installation of appropriate private back flow prevention devices (BFPD) on each water service (domestic, fire and irrigation), in a manner satisfactory to the Public Utilities Director and the

City Engineer. The BFPDs shall be located above ground on private property, in line with the service and immediately adjacent to the right-of-way.

39. All proposed private water and sewer facilities located within a single lot are to be designed to meet the requirements of the California Plumbing Code.

40. Pursuant to SDMC Section 142.0607, the Permittee shall be responsible for any damage caused to the City's water and sewer facilities within the vicinity of the project site due to the construction activities associated with the project. In the event that any such facility loses integrity, the Permittee shall repair or reconstruct any damaged public water and sewer facility in a manner satisfactory to the Public Utilities Director and the City Engineer.

41. No trees or shrubs exceeding three feet in height at maturity shall be installed within ten feet of any sewer facilities and five feet of any water facilities.

42. Prior to final inspection approval, all public water and sewer facilities shall be complete and operational in a manner satisfactory to the Public Utilities Director and the City Engineer.

43. The Permittee shall design and construct all proposed public water and sewer facilities, in accordance with established criteria in the current edition of the City's Water and Sewer Facility Design Guidelines and City regulations, standards and practices.

**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 City Council of the City of San Diego on \_\_\_\_\_, 2020, and [Approved Resolution Number].

**ATTACHMENT 5**

Permit Type/PTS Approval No.: Planned Development Permit No. 2347521  
Date of Approval: \_\_\_\_\_, 2020

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT

\_\_\_\_\_  
Xavier Del Valle  
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.

**City of San Diego, Real Estate Assets**  
Owner

By \_\_\_\_\_  
Name:  
Title:

**NEW POINTE INVESTMENT 46, LLC**  
Permittee

By \_\_\_\_\_  
Scot C. Sandstrom  
President

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





THE CITY OF SAN DIEGO

## ADDENDUM TO NEGATIVE DECLARATION

Project No. 648597

Addendum to ND No. 90-0687

SCH No. N/A

**SUBJECT: Alante CPA PDP RZ:** A request for a COMMUNITY PLAN AMENDMENT (CPA), PLANNED DEVELOPMENT PERMIT (PDP) to amend PLANNED COMMERCIAL DEVELOPMENT (PCD) 87-0639, AND REZONE (RZ) from RM-1-2 to RM-4-10 to construct a 70,595 square-foot multi-family residential building with a four-story configuration over an existing two-level parking structure. The project requests a Community Plan Amendment (CPA) to change the existing land use designation from Low-Medium density to High density Residential. The project proposes 50 units, consisting of 15 affordable units and 35 market rate units. The 0.46-acre site is located at 10211 Rancho Carmel Drive in the Carmel Mountain Ranch Community Plan area. The project is subject to Airport Land Use Compatibility Overlay Zone (MCAS Miramar), Airport Influence Areas Overlay Zone (MCAS Miramar - Review Area 2), Residential Tandem Parking Overlay Zone, Parking Standards Transit Priority Areas, Transit Priority Area, and Council District 5. (LEGAL DESCRIPTION: Lot 18 of Resubdivision of Carmel Mountain Ranch units 4 and 36, according to Map No. 12516) APPLICANT: Daniel Rehm.

### I. SUMMARY OF ORIGINAL PROJECT

The original project, Rancho Carmel Plaza, proposed an Amendment to Planned Commercial Development Permit No. 87-0639 for the modification of floor area and design. The project proposed an increase in the retail floor area by approximately 6,000 square-feet and to modify the proposed Park and Ride facility into two levels located north of Provencal Place. The project also proposed a Tentative Map for the re-subdivision of existing Lots 17 and 19, Map No. 12516 into 4 parcels. The development of the project included a 31,280 square-foot neighborhood commercial center with access from Rancho Carmel Drive and a two-level parking structure for Lot 18, which would provide parking for a 75-space Park and Ride facility. The previously certified Rancho Carmel Plaza Negative Declaration No. 90-0687 determined that the development of the commercial center and two-level Park and Ride facility would not result in any significant impacts to the environment.



## II. PROJECT DESCRIPTION

A request for a COMMUNITY PLAN AMENDMENT (CPA), PLANNED DEVELOPMENT PERMIT (PDP) to amend PLANNED COMMERCIAL DEVELOPMENT (PCD) 87-0639, AND REZONE (RZ) from RM-1-2 to RM-4-10 to construct a 70,595 square-foot multi-family residential building with a four-story configuration over an existing two-level parking structure which was built in 1991. The CPA to the Carmel Mountain Ranch Community Plan (CMRCP) would allow for the existing residential land use designation to increase from Low-Medium density (6-29 du/acre) to High density (74-109 du/acre). The Alante CPA/PDP/RZ project (Project) includes affordable units and qualifies as a density bonus project pursuant to California Government Code Section 65915 (State Density Bonus Law) and the City's Land Development Code (LDC). The Project would construct a 50-unit residential development, which would include 35 market rate and 15 affordable units. The affordable units include 10 units of "low-income households" (20 percent of total units) and five units of "moderate-income households" (10 percent of total units). Pursuant to the Land Development Code (LDC) Section 143.0740, Table 143.07B of the LDC, a 35 percent density bonus would allow up to two incentives, and according to Table 143.07C of the LDC, a 5 percent density bonus would allow up to one incentive. The project is allowed three incentives.

The three incentives, in the form of deviations from the development regulations, are as follows:

Incentive # 1: A deviation from SDMC 131.0443(g)(1) to reduce the northerly elevation setback from the required 15 feet to allow 0 feet on the grade level and eight feet on the second through the fourth floors.

Incentive # 2: A deviation from SDMC 131.0445(c) to increase the maximum lot coverage from 60 percent to 63 percent.

Incentive # 3: A deviation from SDMC 131.0454 to reduce personal storage space from the requirement that all dwelling units be provided with a personal storage space of at least 240 cubic feet with a minimum seven foot horizontal dimension along one plane, to 16-units provided with a private storage space of 75 cubic feet with a seven foot horizontal dimension along one plane.

A mixture of 26 one-bedroom and 24 two-bedroom units would be distributed throughout the building levels one through four. The existing parking structure to remain would be located on the basement and ground-floor level which will maintain 58 of the parking spaces from the existing Park and Ride and will support the proposed multi-family residential development. The addition of an elevator would service the parking and residential levels. The basement level would provide 14 standard and 15 compact parking spaces, an elevator generator room, electrical utility room, three motorcycle spaces, and bicycle storage. The ground floor level would include a residential lobby, leasing office, mail, delivery support, rideshare information, child transportation storage, trash, two motorcycle spaces, bicycle storage, two handicap parking spaces, 10 standard parking spaces, and 16 compact parking spaces. The first level, built above the existing parking structure, would include 13 residential units, a 381-square-foot indoor common space with a kitchenette, and 785-square-foot



outdoor common space with a barbeque. The second level through the fourth level would contain residential units. All levels would contain additional storage units and private balconies. The Project is located within a Transit Priority Area, which does not require parking (SDMC Section 142.0528(a)(1)), however, 58 parking spaces, 5 motorcycle spaces, and 22 bicycle spaces would be provided.

Various site improvements would also be constructed including associated hardscape and landscape. Mature trees would remain on the north side of the property and along street frontage on Rancho Carmel Drive and Provencal Place. The project's landscape design includes softscape comprised of drought tolerant plants and an automatic drip irrigation system.

### **III. ENVIRONMENTAL SETTING**

The 0.46-acre site is located at 10211 Rancho Carmel Drive within the Carmel Mountain Ranch Community Plan area. The Project is located on the east portion of Rancho Carmel Drive at the intersection of Provencal Place. The site is approximately 19,906 square-feet and contains an existing two-level parking structure which was built in 1991 and has served as a Park and Ride facility. The project is subject to Airport Land Use Compatibility Overlay Zone (MCAS Miramar), Airport Influence Areas Overlay Zone (MCAS Miramar - Review Area 2), Residential Tandem Parking Overlay Zone, Parking Standards Transit Priority Areas, Transit Priority Area, and Council District 5.

### **IV. ENVIRONMENTAL DETERMINATION**

The City previously prepared and certified the Rancho Carmel Plaza Negative Declaration (ND) No. 90-0687. Based on all available information in light of the entire record, the analysis in this Addendum, and pursuant to Section 15162 of the State CEQA Guidelines, the City has determined the following:

- There are no substantial changes proposed in the project which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental document was certified as complete or was adopted, shows any of the following:

- a. The project will have one or more significant effects not discussed in the



previous environmental document;

- b. Significant effects previously examined will be substantially more severe than shown in the previous environmental document;
- c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous environmental would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Based upon a review of the current project, none of the situations described in Sections 15162 of the State CEQA Guidelines apply. No changes in circumstances have occurred, and no new information of substantial importance has manifested, which would result in new significant or substantially increased adverse impacts as a result of the project. Therefore, this Addendum has been prepared in accordance with Section 15164 of the CEQA State Guidelines. Public review of this Addendum is not required per CEQA.

## **V. IMPACT ANALYSIS**

The following includes the project-specific environmental review pursuant to CEQA. The analysis in this document evaluates the adequacy of the ND relative to the project.

### **Geology/Soils**

#### **1990 ND**

The ND identified that the site was previously graded and that due to the location of the project in Southern California, exposure to risk for earthquakes is not ruled out. Proper engineering and design measures would be taken in accordance with the California Building code. The ND concluded there would be no impacts to geology and soils as a result of project implementation.

#### **Project**

The Project proposes construction of 50 residential units above an existing Park and Ride facility. No grading on the previously developed site is proposed. The project is located in Geologic Hazard Zone 53, and the same conditions apply regarding seismic activity as it did when analyzed in 1990. The proposed development would not destabilize or result in the settlement of adjacent property or the right of way. The project would be constructed consistent with proper engineering design in accordance with the California Building Code. Utilization of appropriate engineering design measures and standard construction practices,



verified at the building permit stage, would ensure that potential impacts from regional geologic hazards would be reduced to an acceptable level of risk.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

## **Air**

### **1990 ND**

The original project was a retail commercial center and a Park and Ride facility with 75 parking spaces. The ND identified that the project would not substantially deteriorate ambient air quality. The 1990 ND further identified that the project would not expose sensitive receptors to substantial pollutant concentrations as no such concentrations occurred on or near the site, nor create objectionable odors. Although dust would occur temporarily during construction, the project would not result in the creation of dust. Lastly, the project would not alter the air movement in the area of the project site, or substantially alter the moisture, temperature, or climate locally or regionally. Overall, the ND concluded that the project would not result in air quality impacts.

### **Project**

The project site is located in the San Diego Air Basin (SDAB) and is under the jurisdiction of the San Diego Air Pollution Control District (SDAPCD) and the California Air Resources Board (CARB). Both the State of California and the Federal government have established health-based Ambient Air Quality Standards (AAQS) for the following six criteria pollutants: carbon monoxide (CO), ozone (O<sub>3</sub>), nitrogen oxides (NO<sub>x</sub>), sulfur oxides (SO<sub>x</sub>), particulate matter up to 10 microns in diameter (PM<sub>10</sub>), and lead (Pb). O<sub>3</sub> (smog) is formed by a photochemical reaction between NO<sub>x</sub> and reactive organic compounds (ROCs). Thus, impacts from O<sub>3</sub> are assessed by evaluating impacts from NO<sub>x</sub> and ROCs. A new increase in pollutant emissions determines the impact on regional air quality as a result of a project. The results also allow the local government to determine whether a project would deter the region from achieving the goal of reducing pollutants in accordance with the Air Quality Management Plan (AQMP) in order to comply with Federal and State AAQS.

The SDAPCD and San Diego Association of Governments (SANDAG) are responsible for developing and implementing the clean air plan for attainment and maintenance of the AAQS in the SDAB. The County Regional Air Quality Strategy (RAQS) was initially adopted in 1991 and is updated on a triennial basis (most recently updated in 2016). The RAQS outlines the SDAPCD's plans and control measures designed to attain the state air quality standards for ozone (O<sub>3</sub>). The RAQS relies on information from the CARB and SANDAG, including mobile and area source emissions, as well as information regarding projected growth in San Diego County and the cities in the county, to project future emissions and then determine the strategies necessary for the reduction of emissions through regulatory controls. CARB mobile source emission projections and SANDAG growth projections are based on



population, vehicle trends, and land use plans developed by San Diego County and the cities in the county as part of the development of their general plans.

The RAQS relies on SANDAG growth projections based on population, vehicle trends, and land use plans developed by the cities and by the County as part of the development of their general plans. As such, projects that propose development that is consistent with the growth anticipated by local plans would be consistent with the RAQS. However, if a project proposes development that is greater than that anticipated in the local plan and SANDAG's growth projections, the project might be in conflict with the RAQS and may contribute to a potentially significant cumulative impact on air quality.

The Housing Element of the City's General Plan serves as a policy guide to address the comprehensive housing needs of the City of San Diego. The intent of the Housing Element is to assist with the provision of adequate housing to serve San Diegans of every economic level and demographic group and includes reliance and analysis of the use of affordable housing and density bonus to achieve projected residential housing needs. Specific to affordable housing, Goal 4 of the Housing Element is to "provide affordable housing opportunities consistent with a land use pattern which promotes infill development and socioeconomic equity; and facilitate compliance with all applicable federal, state, and local laws and regulations". Policy direction specific to density bonus is to:

- Encourage and promote the use of available Housing Density Bonus Programs. Future consideration should be given to further expanding density bonus incentives and provisions.
- Enforce all federal, state, and local ordinances or regulations pertaining to land use incentives which promote affordable housing opportunities for low- and moderate-income homebuyers, such as inclusionary housing and density bonus.

As identified under the description of the Project, the Project includes a density bonus pursuant to California Government Code Section 65915 (State Density Bonus Law) as well as the City's Land Development Code (LDC) consistent with State Law. The project would provide 10 "low-income household" residential units, 20 percent of the total units, and five "moderate-income households" residential units, 10 percent of the total units, with 50 units allowed following the rezone.

The Project would replace the Park and Ride facility with a 50-unit residential project, in a location where infrastructure currently exists to support a residential use, including the adjacent commercial center and the Sabre Springs/Penasquitos Transit Station located a quarter mile away. The Transportation Impact Analysis (Linscott Law & Greenspan, April 21, 2020) showed that the Project would generate 300 Average Daily Trips (ADT) and according to the San Diego Trip Generation Manual (May 2003), the Park and Ride facility use generates 276 ADT. The Project would generate 24 ADT more than what the current Park and Ride facility would generate.

The Project would be locating growth in an area outlined in the General Plan where growth should occur and would not significantly increase the number of trips for the site. Therefore,



the Project would be consistent at a sub-regional level with the RAQS and would not obstruct implementation of the RAQS.

#### Short-Term (Construction) Emissions

Construction-related activities would be temporary, short-term sources of air emissions. Sources of construction-related air emissions include fugitive dust from grading activities; construction equipment exhaust; construction-related trips by workers, delivery trucks, and material-hauling trucks; and construction-related power consumption.

Construction operations would include standard measures as required by City of San Diego grading permit to limit potential air quality impacts. Therefore, impacts associated with fugitive dust would be considered less than significant and would not violate an air quality standard or contribute substantially to an existing or projected air quality violation.

Odors would be generated from vehicles and/or equipment exhaust emissions during construction of the project. Odors produced during construction would be attributable to concentrations of unburned hydrocarbons from tailpipes of construction equipment and architectural coatings. Such odors are temporary and generally occur at magnitudes that would not affect a substantial number of people. Therefore, impacts would be less than significant.

#### Long-Term (Operational) Emissions

Long-term air emission impacts are those associated with stationary sources and mobile sources related to any change caused by a project. After construction, air emissions from the project could result from heating, ventilation, and cooling (HVAC) systems typically associated with residential uses. As stated above, the project is designated residential, and according to the Transportation Impact Analysis, the project would generate 300 ADT, which is 24 ADT more than what the current Park and Ride would generate. Therefore, project emissions over the long-term would not significantly increase.

Typical long-term operational characteristics of the project are not associated with the creation of such odors nor anticipated to generate odors affecting a substantial number of people. The project would construct a 50-unit apartment building. The project would not create uses that, in the long-term operation, would be typically associated with the creation of such odors, nor are they anticipated to generate odors affecting a substantial number of people. Therefore, impacts related to odors generated from project operations would be less than significant.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.



## **Hydrology/Water Quality**

### ***1990 ND***

The ND identified that the project site was not in proximity to any water bodies which could change currents or the course of direction of water movements. It also identified that there would be no changes in absorption rates, drainage patterns, or the amount or rate of surface runoff. The project would not expose people or property to water related hazards such as flooding. The ND identified that the project's hydrology and water quality systems were reviewed consistent with applicable city regulations to ensure proper engineering design of the systems. Therefore, the ND concluded that there would be no impacts to hydrology or water quality.

### ***Project***

#### **Drainage**

A site-specific Drainage Study was prepared by Hunsaker & Associates (Preparation/revision March 4, 2020) that evaluated the existing and proposed drainage conditions. The site is developed with a parking structure. The runoff from the property currently drains overland and through existing storm drains northwest to an inlet adjacent to the Rancho Carmel Drive and flows into a storm drain. Based on the findings of the technical report, drainage characteristics would change slightly from pre-project conditions resulting in an increase in runoff flows due to the addition of impervious areas. The increase would be approximately 0.03 cubic feet per second in runoff flows.

The study concluded that the increase in runoff is negligible and therefore the Project does not increase runoff in the 100-year storm event. Onsite flood attenuation would not be required, and no negative impacts to downstream drainage facilities would result.

#### **Water Quality**

According to the City's Storm Water Requirements Applicability Checklist, the project is considered to be a Standard Development Project.

The Project would be required to comply with all City storm water standards during and after construction. Appropriate BMPs would be implemented to ensure that water quality is not degraded; therefore, ensuring that project runoff is directed to appropriate drainage systems. Any runoff from the site is not anticipated to exceed the capacity of existing storm water systems or provide substantial additional sources of polluted runoff. Impacts would be less than significant.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The Project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.



## **Biology**

### **1990 ND**

The ND did not identify any biological resources on or adjacent to the project site and the site was previously graded. Therefore, the ND concluded that there would be no impacts to biological resources.

### ***Project***

The site is within an urban area and contains existing development, hardscape, and landscaping. Furthermore, the project site is not adjacent to any of the City's Multi Habitat Planning Areas (MHPA) and does not contain any sensitive biological resources. As such, the Project would not impact any sensitive biological resources. No impact would occur.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

## **Noise**

### **1990 ND**

The project proposed a retail commercial center and a Park and Ride facility. It concluded that the project was consistent with the General Plan and did not expose people to current or future transportation noise levels which would exceed standards established in the Transportation Element which was 70 dBA at the time. The ND did not identify any impacts on the environment as a result of noise.

### ***Project***

A site-specific noise study (Eilar Associates Inc, September 19, 2019) was prepared to determine if noise impacts associated with project modifications would occur. The following is a brief summary of the analysis and conclusions of the technical report.

The current and future noise environment primarily consists of traffic noise from Rancho Carmel Drive, Ted Williams Parkway, and Interstate 15 (I-15). Future noise conditions at building facades are expected to range from 56 dBA CNEL at the east-facing facade on the second floor, to approximately 71 dBA CNEL at the west-facing facade of the first floor. The General Plan's Noise Element requires that residential outdoor use areas be protected from noise levels greater than 65 dBA CNEL. As designed, future traffic noise levels are expected to be 65 dBA CNEL or less at all common outdoor use areas and private balconies where noise standards would apply, with the exception of the private balconies at the northwest corner of the building, however, project design features would be required in these locations to include solid balcony barriers with a height of 3.5 feet at the first floor and four feet at the second through fourth floors at the northwest corner of the building. Future traffic noise



levels are expected to be reduced to be 65 dBA CNEL and therefore would be in compliance with City of San Diego exterior noise standards. Project design features have been made a project condition of approval. The Project was found to be consistent with the General Plan policies regarding noise.

The report showed that future noise levels on site exceed 60 dBA CNEL at most facades, and therefore interior noise levels may exceed 45 dBA CNEL within units. Noise attenuation measures would be incorporated into the project's design, through discretionary permit conditions of approval, to ensure interior noise levels are reduced to acceptable levels that would not expose future occupants of the project to excessive noise. Additionally, the project would also be conditioned to provide an exterior-to-interior analysis when building plans become available prior to issuance of the building permit.

### Construction Noise

Noise levels were calculated at the nearest receiver to the southeast, as any other off-site receivers are located at a greater distance from the project site and therefore would be exposed to lesser noise impacts. With operating hours limited to those permitted by the City of San Diego and adherence to the general good practice construction noise control techniques, temporary construction noise impacts are expected to be less than significant at surrounding properties.

### Operational

Noise was also evaluated for potential impacts related to operational activities. It is anticipated that the primary sources of on-site noise would be from mechanical equipment such as HVAC and project-generated traffic noise. The Noise Study showed that ambient noise levels from HVAC equipment operation would increase by 3 dBA and traffic generated noise would not cause a significant increase (greater than 3 decibels) on any surrounding roadway. Both were found to be less than significant with respect to noise levels that comply with nighttime noise limits for rooftop mechanical equipment and minimal traffic generated by the project relative to traffic volumes without the project.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

### Light, Glare and Shading

#### **1990 ND**

The ND identified the project would not result in substantial light or glare as the project was found to be in compliance with applicable development regulations and that the building materials were mostly stucco and concrete. Further, the project would not create substantial shading of other properties as the project was determined to be consistent with applicable development regulations. No impacts were identified.



**Project**

The project is currently developed as a two-level parking structure for a Park and Ride facility and provides a source of light in the form of exterior lighting for parking visibility. The proposed project would be a four-level residential project over a two-story parking structure. The building materials would mostly comprise of stucco and concrete with anti-glare windows standard to all development. The site is located on a corner lot and would not contribute to light, glare, and shading as the surrounding areas includes a six-lane street, a commercial center, a golf course (currently closed), and a residential development. The adjacent residential development is located east of the project site and is up-slope, separated by a service parking lot and mature trees. Such effects would not substantially interfere with useable areas since shading would be limited. Off-site shading would be comparable to what occurs as a result of surrounding development today, with no buildings tall enough to create permanent pockets of shade throughout the day. Similar to surrounding development and typical of mid-rise urban development, shading provided by the project would move throughout the day with the movement of the sun.

Additionally, the Project is located in an infill site in the City's Transit Priority Area (TPA). Visual resources, neighborhood character, shade and shadow, light and glare, and scenic vistas defined in the City of San Diego's Significance thresholds shall not be considered an impact for infill projects within TPAs pursuant to CEQA as a result of Senate Bill (SB) 743. According to Section 21099 (d)(1) of the Public Resources Code, impacts to aesthetics (visual resources, neighborhood character, shade and shadow, light and glare, and scenic vistas) would not be considered significant.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

**Land Use****1990 ND**

The original project at this site, Lot 18, was developed as a Park and Ride facility as part of a larger commercial project. The ND identified that the project would be consistent with the community plan and zoning designations. Further, the project was found to not be in conflict with the goals, objectives and recommendations of the community plan or the adopted environmental plans for the area, nor was it in conflict with adopted environmental plans for the area. Lastly, the project was not identified as being within an airport land use plan and would not result in an inconsistency with aircraft accident potential.

**Project**

The project is located within a site which is currently developed with a Park and Ride facility and is surrounded by commercial and residential development. The site is designated Residential pursuant to the CMRCP and the project proposes a CPA to change the density



from Low-Medium (6-29 du/acre) to High (74-109 du/acre) density Residential. The rezone is from RM-1-2 to RM-4-10 and would allow up to 50 units for the 0.46-acre lot, which is maxed out per the new zone. The proposed project is a 50-unit residential development, which includes 35 market rate and 15 affordable units. The project would not substantially change the nature of the surrounding area and would not introduce any barriers or project features that could physically divide the community. The increased density at this location and inclusion of affordable housing, within a TPA, supports the City of Villages strategy and Housing Element objectives of the General Plan and the Community Goal to accommodate a variety of residential options through a diversity of product types and economic appeal in the CMRCP.

The project would be subject to follow the Urban Design guidelines outlined in the General Plan, and all other policies outlined in the CMRCP. The project would incorporate several design elements and landscape components to address bulk and scale and ensure that the project would integrate into the existing neighborhood. The south elevation would be the location of the primary building entrance, accented by a downslope which creates a difference in height of street trees, and a garage entrance for vehicles. It would incorporate windows, offsetting plans, colors, and different types of panel materials to articulate the building facades. The western elevation would also include a garage entrance and offsetting plans with a mixture of building materials and mature street trees. The northern and eastern elevations would similarly incorporate offsetting planes, colors, and various materials to articulate the building facades, along with street trees of different sizes.

The rezone and CPA does not conflict with any of the policies of the CMRCP, and the land use designation would continue to serve as residential while only increasing the density. The project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project, as a part of this action includes a CPA.

The project would not conflict with any applicable habitat conservation plan or natural community conservation plan as the site is not located within or adjacent to the Multi-Habitat Planning Area (MHPA). No significant impacts would occur.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

### **Natural Resources**

#### ***1990 ND***

The ND identified the project site was previously graded and would not result in the prevention of future extraction of sand and gravel resources or convert agricultural land to non-agricultural use or impair the agricultural productivity of agricultural land. Therefore, no impacts were identified.



***Project***

There are no known mineral resources located on the project site. The urbanized and developed nature of the project site and vicinity would preclude the extraction of any such resources. The project site has not been delineated on a local general, specific or other land use plan as a locally important mineral resource recovery site, and no such resources would be affected with project implementation. Therefore, no impacts were identified.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

**Recreational Resources**

***1990 ND***

The ND identified the project would not result in an impact upon the quality or quantity of existing recreational opportunity as the project would be a commercial retail use. Therefore, no impacts were identified.

***Project***

The Project proposes to construct a 50-unit residential building on a 0.46-acre site, which would include 35 market rate and 15 affordable units. The project site is designated Residential pursuant to the CMRCP and is requesting a CPA to change the density from Low-Medium to High. The Project could have the potential to increase the residential use, however, there are minimal residential units being added. The project is located in a developed and urbanized area with existing parks serving the community. Based on the 13 units allowed according to the zone (6-29 du/acre) and the 50 units proposed with the CPA (74-109 du/acre), an additional 37 units for this site would be allowed (15 affordable and 22 market rate). Therefore the 22 additional market rate residential units would be subject to population-based park in-lieu fees.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

**Population**

***1990 ND***

The ND identified the project would not alter the planned location, distribution, density or growth rate of the population area and therefore no impacts were identified.



***Project***

The project would require a CPA and a rezone to allow for higher density residential development within land that has been designated as Residential under the CMRCP. Therefore, the project would add residential capacity within an area not previously analyzed under the proposed density. However, the project would not induce substantial population growth beyond what was analyzed in the 1990 Negative Declaration with the addition of 37 units.

The project includes 30 percent of the total units (50 units total; 15 affordable, 35 market rate) as affordable housing units within the residential development, thereby complying with the requirements of the City's Inclusionary Affordable Housing Regulations (LDC Section 142.1300) and General Plan. Impacts would be less than significant.

In addition, the project would increase the City's and region's supply of needed housing consistent with SANDAG's regional growth forecast. In addition, the project would focus increased housing supply within compact villages conducive to supporting frequent transit service in accordance with the RCP and General Plan goals and policies.

The project site is located on a developed site and is surrounded by commercial and residential development. Although the project would provide additional housing, it is housing needed by the region, as stated above, and in an area close to services and transit which is supported by the General Plan.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

**Housing**

***1990 ND***

The ND determined that no impacts to housing would occur as the project would not affect existing housing in the community or create a demand for additional housing.

***Project***

The Project is located on a previously developed site and would construct a 50-unit residential building. The implementation of the project would not displace any existing housing as the site previously served as a Park and Ride facility. No impacts would occur, and no mitigation is required.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.



### **Transportation/Circulation**

#### **1990 ND**

The ND determined that traffic generation would be consistent with the CMRCP and that projected traffic would not be substantial in relation to the capacity of the street system because the project proposed a retail commercial center and a Park and Ride facility. The ND also determined that there would not be an increased demand for parking or transportation systems. Overall, there would be no impacts on transportation or circulation.

#### **Project**

A project specific Transportation Impact Analysis (Linscott Law & Greenspan, April 21, 2020) was prepared. The existing Park and Ride facility use is estimated to generate 276 ADT according to the San Diego Trip Generation Manual (May 2003), and the Project is estimated to generate 300 ADT which is 24 ADT more than the existing use. An additional 24 ADT is minimal and would not cause a significant impact in trips. Required parking for a project in a TPA is zero, however as outlined the project description, the Project will provide 58 parking spaces.

The study also analyzed Vehicle Miles Travelled (VMT) and found that due to the estimated 300 ADT and the project site being located 1,450 feet from the Sabre Springs/Penasquitos Transit Station, the Project was screened out from conducting VMT analysis and was presumed to not have a significant VMT impact. The Project would also include access to bicycle storage and ride share information. Overall, the project would not result in traffic impacts based on the significance criteria, therefore, no mitigation would be required.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

### **Public Services**

#### **1990 ND**

Public services, such as fire protection, police protection, schools, parks and other recreational facilities, maintenance of public facilities including roads, and other governmental services were identified to be adequate for the area. The project did not have an effect upon or result in the need for new or altered governmental services; therefore, no impact was identified.

#### **Project**

The project site is developed and is currently designated Residential pursuant to the CMRCP and is located within an urbanized area. The Project proposes to construct a 50-unit residential building on a 0.46-acre site. The project is requesting a CPA to change the density



from Low-Medium to High. Based on the current allowed units according to the zone (6-29 du/acre) and what is proposed with the CPA (74-109 du/acre), an additional 37 units for this site would be allowed. Fire protection and police protection services currently serve the site. The project would not adversely affect existing levels of such services to the area and would not require the construction of new or expansion of existing governmental facilities.

Further, the project would not significantly increase the demand on public schools over that which currently exists and is not anticipated to result in a significant increase in demand for public educational services, nor would the project significantly increase the demand on existing neighborhood or regional parks or other recreational facilities over that which presently exists.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

### **Utilities**

#### ***1990 ND***

Alteration to existing utilities that included power, natural gas, communications systems, water, sewer, storm water drainage, or solid waste disposal was not required as all utilities were already available. Therefore, the project did not result in a need for new systems or require substantial alterations to existing utilities; no impact was identified.

### ***Project***

Adequate services are available to serve the site, and the project would not require the construction or expansion of existing facilities. Implementation of the project would not interrupt existing sewer service to the project site or other surrounding development. The project is not anticipated to generate significant amount of wastewater. Wastewater facilities used by the project would be operated in accordance with the applicable wastewater treatment requirements of the Regional Water Quality Control Board (RWQCB). Existing sewer infrastructure exists within roadways surrounding the project site and adequate services are available to serve the project. The project was found to have no significant impacts to drainage. The project was reviewed by qualified City staff who determined that the existing facilities are adequately sized to accommodate the proposed development.

The project would be served by a landfill with sufficient permitted capacity to accommodate the project's disposal additional needs. Construction debris and waste would be generated from the development of the multi-family residential building. All construction waste from the project site would be transported to an appropriate facility, which would have adequate capacity to accept the limited amount of waste that would be generated by the project. Long-term operation of the proposed residential units is anticipated to generate typical amounts of solid waste associated with residential use. Furthermore, the project would be required to comply with the City's Municipal Code (including the Refuse and Recyclable



Materials Storage Regulations (Municipal Code Chapter 14, Article 2, Division 8), Recycling Ordinance (Municipal Code Chapter 6, Article 6, Division 7), and the Construction and Demolition (C&D) Debris Deposit Ordinance (Municipal Code Chapter 6, Article 6, Division 6)) for diversion of construction waste during the building phase and solid waste during the long-term, operational phase.

The project would comply with all Federal, State, and local statutes and regulations related to solid waste. The project would not result in the generation of large amounts of solid waste, nor generate or require the transport of hazardous waste materials, other than minimal amounts generated during the construction phase. Impacts would be less than significant, and no mitigation measures are required.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

### **Energy**

#### **1990 ND**

The ND identified the project would not result in the use of excessive amounts of fuel or energy. Therefore, no impact was identified.

### **Project**

Development of the project would not result in any new or more severe impacts related to electrical power or fuel consumption. The Project would be required to meet the mandatory energy standards of the current California energy code. Additionally, construction of the project would consume energy through the operation of heavy off-road equipment, trucks, and worker traffic, however, construction would be temporary and short-term in duration. Therefore, impacts would be less than significant.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

### **Water Conservation**

#### **1990 ND**

The ND identified the project would not result in the use of excessive amounts of water or landscaping that would be non-drought resistant vegetation. The projects landscaping was determined to be in conformance with the Landscape Technical Manual. No impact was identified.



***Project***

The project landscaping has been reviewed by City Landscape staff and would comply with all applicable City of San Diego Landscape ordinances and standards, including the use of drought tolerant plants, large box street trees and mature trees to remain, and an automatic drip irrigation system. The project would be required to comply with San Diego Municipal Code Section 142.0413 (Water Conservation). Additionally, the project would utilize drought tolerant plants. Therefore, no impact was identified.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

**Neighborhood Character/Aesthetics*****1990 ND***

The ND identified the project would not obstruct any vista or scenic view from a public viewing area. The project would not create negative aesthetic, create bulk or use materials and styles which would be incompatible with surrounding development. Additionally, the project would not substantially alter the existing character of the area including the loss of any distinctive landmark tree(s) or a stand of mature trees, substantially change the topography or ground surface relief features of the site or cause the loss of unique geologic or physical features of the project site. Therefore, impacts were identified as less than significant.

***Project***

The Project would not obstruct any vista or scenic view from a public viewing area identified in the CMRCP. The Project would not create negative aesthetics because it would follow all design measures and policies outlined in the CMRCP and the Urban Design measures in the General Plan. The project is located adjacent to a six-lane road, a commercial center, a golf course (currently closed), and a residential development. The residential development is located up-slope and is separated by a service parking lot and mature trees. The project would not create bulk or use materials and styles which would be incompatible with surrounding development. The project is allowed three incentives in the form of deviations due to the Density Housing Bonus and one of the deviations would reduce the northerly elevation setback from the required 15 feet to allow 0 feet on the ground level and eight feet on the second through the fifth floors. However, mature trees would help offset the setback reductions.

Additionally, the Project is located in an infill site in the City's Transit Priority Area (TPA). Visual resources, neighborhood character, shade and shadow, light and glare, and scenic vistas defined in the City of San Diego's Significance thresholds shall not be considered an impact for infill projects within TPAs pursuant to CEQA as a result of Senate Bill (SB) 743. According to Section 21099 (d)(1) of the Public Resources Code, impacts to aesthetics (visual



resources, neighborhood character, shade and shadow, light and glare, and scenic vistas) would not be considered significant.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

### **Cultural Resources**

#### ***1990 ND***

The ND identified that the site was previously graded and concluded that the project would not alter or destruct any prehistoric or historic archaeological site. Additionally, the site did not contain any prehistoric or historic buildings, structures, objects, or have any religious uses. No impacts would result.

#### ***Project***

The project site was previously graded and developed with a Park and Ride facility. However, qualified City staff conducted a California Historical Resources Information System (CHRIS) search to determine if there were any previously recorded resources on or within the project vicinity. The search came back negative, therefore, due to the developed nature of the site and the lack of recorded resources, impacts to Cultural Resources would not result.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

### **Paleontological Resources**

#### ***1990 ND***

The ND identified that the project site was previously graded and therefore would not result in the loss of paleontological resources.

#### ***Project***

The project site is currently developed with a Park and Ride facility and does not propose grading activities. The project would not exceed any thresholds that would result in the disturbance of paleontological resources. Therefore, no impacts would result.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.



**Human Health/Public Safety****1990 ND**

The project was determined to not result in the creation of any health hazard. The project would not expose people to potential health hazards, nor result in a future risk of an explosion or release of hazardous substances. Therefore, no impacts were identified.

**Project**

A search of potential hazardous materials sites compiled pursuant to Government Code Section 65962.5 was completed for the project site. Several databases and resources were consulted including the Department of Toxic Substances Control (DTSC) EnviroStor database, the California State Water Resources Control Board GeoTracker database, and other sources of potential hazardous materials sites available on the California EPA website. Based on the searches conducted, no contaminated sites are on or adjacent to the project site.

Furthermore, the project site was not identified on the DTSC Cortese List. Therefore, the project would not create a significant hazard to the public or the environment. No impacts would result.

Construction of the project may require the use of hazardous materials (fuels, lubricants, solvents, etc.), which would require proper storage, handling, use and disposal. Although minimal amounts of such substances may be present during construction of the project, they are not anticipated to create a significant public hazard. Once constructed, due to the nature of the project, the routine transport, use, or disposal of hazardous materials on or through the subject site is not anticipated. Therefore, impacts would be less than significant.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Negative Declaration result.

## **VI. MITIGATION, MONITORING, AND REPORTING PROGRAM (MMRP) INCORPORATED INTO THE PROJECT**

None required.

## **VII. IMPACT SIGNIFICANCE**

The ND identified that the project would result in less than significant impacts. This Addendum also identifies that all project impacts would be below a level of significance, consistent with the previously certified ND.



## VIII. CERTIFICATION

Copies of the addendum, the adopted ND, and associated project-specific technical appendices, if any, may be reviewed in the office of the Development Services Department, or purchased for the cost of reproduction.



Sara Osborn, Senior Planner  
Development Services Department

6/16/20

Date of Final Report

Analyst: Rachael Ferrell

### Attachments:

- Figure 1: Project Location Map
- Figure 2: Aerial Photograph
- Figure 3: Site Plan
- Mitigated Negative Declaration No. 90-0687

## IX. REFERENCES

- Eilar Associates, Inc.
  - 2019 Noise Impact Analysis
- Hunsaker & Associates – San Diego, Inc.
  - 2020 Alante Drainage Study
- Linscott Law & Greenspan
  - 2020 Transportation Impact Analysis





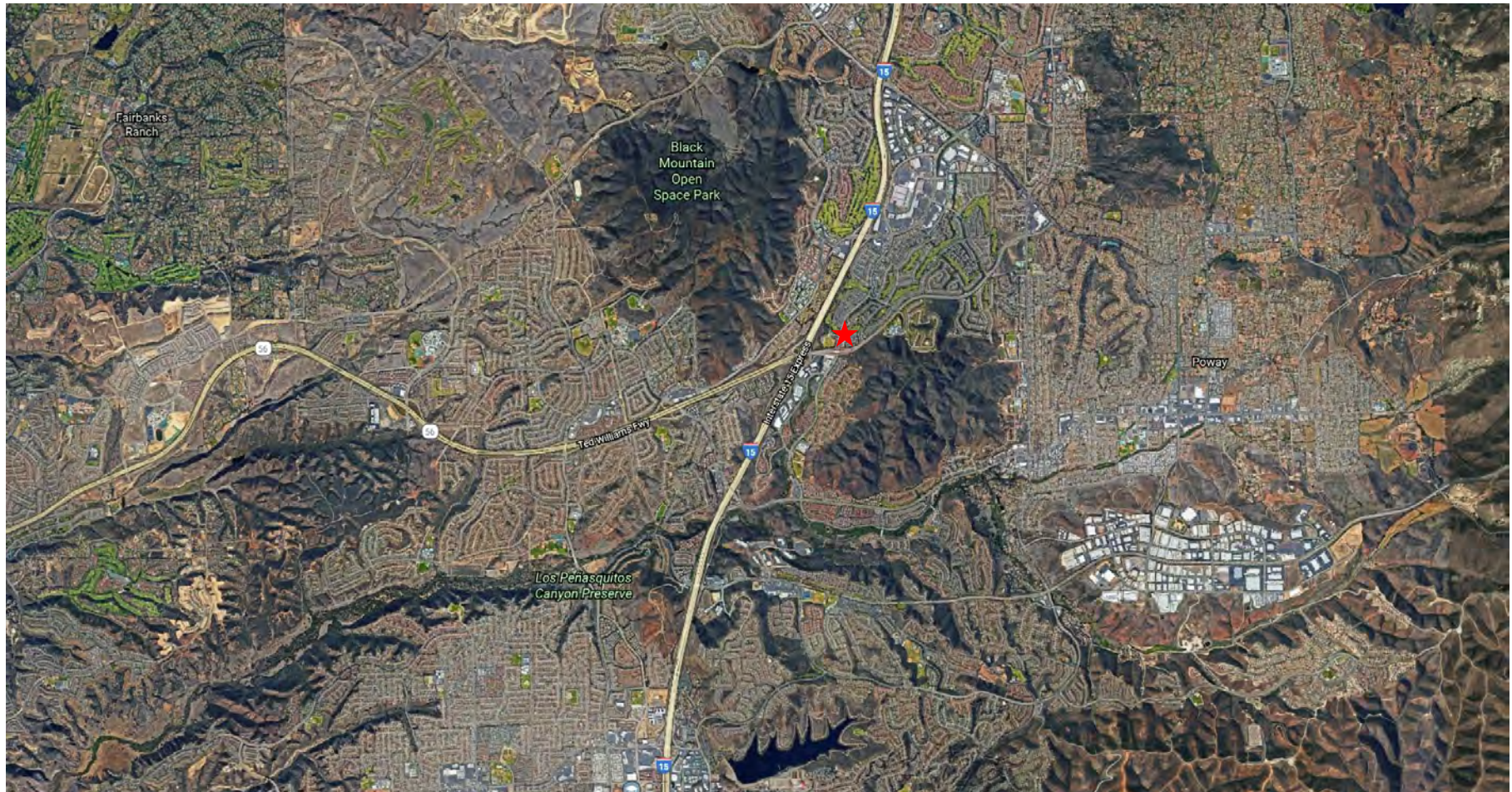
## Project Location Map

Alante CPA/PDP/RZ- Project No. 648597  
10211 Rancho Carmel Drive



Figure 1





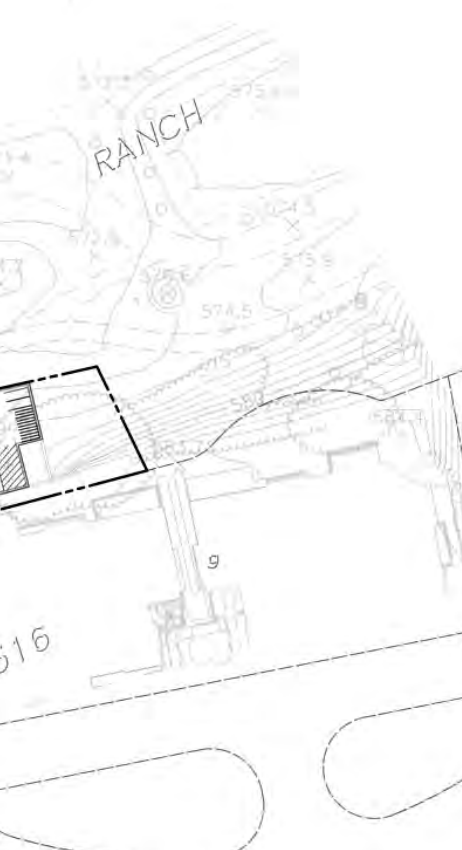
## Aerial Photograph

Alante CPA/PDP/RZ- No. 648597  
10211 Rancho Carmel Drive



Figure 2





Alante CPA/PDP/RZ- No. 648597  
10211 Rancho Carmel Drive



**Figure 3**

City of San Diego  
Planning Department



Development and Environmental  
Planning Division  
236-6460

## Negative Declaration

DEP No. 90-0687

**SUBJECT:** Rancho Carmel Plaza. AMENDMENT TO PLANNED COMMERCIAL DEVELOPMENT PERMIT No. 87-0639 (No. 90-0687) for the modification of floor area and site design. The proposed project would increase the retail floor area by approximately 6,000 square feet and modify the proposed park and ride facility into two levels located north of Provençale Place. TENTATIVE MAP (No. 90-0687) for the re-subdivision of existing Lots 17 and 19, Map No. 12516 into 4 parcels. The 3.8-acre site is located at the northeast corner of the intersection of Rancho Carmel Drive and North City Parkway in the Carmel Mountain Ranch community (Lots 17, 18 and 19 of resub. of Carmel Mountain Ranch Units 4 and 36, Map No. 12516). Applicant: American Assets, Inc.

I. **PROJECT DESCRIPTION:** See attached Initial Study.

II. **ENVIRONMENTAL SETTING:** See attached Initial Study.

III. **DETERMINATION:**

The City of San Diego has conducted an Initial Study and determined that the proposed project will not have a significant environmental effect and the preparation of an Environmental Impact Report will not be required.

IV. **DOCUMENTATION:**

The attached Initial Study documents the reasons to support the above Determination.

V. **MITIGATION MEASURES AND MONITORING AND REPORTING PROGRAM:**

None required.

VI. **PUBLIC REVIEW DISTRIBUTION:**

Draft copies or notice of this Negative Declaration were distributed to:

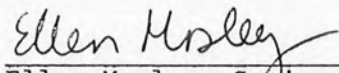
Deputy Mayor Wolfsheimer

VII. **RESULTS OF PUBLIC REVIEW:**

(X) No comments were received during the public input period.

- ( ) Comments were received but did not address the draft Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.
- ( ) Comments addressing the findings of the draft Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

Copies of the draft Negative Declaration and any Initial Study material are available in the office of the Development and Environmental Planning Division for review, or for purchase at the cost of reproduction.

  
Ellen Mosley, Senior Planner  
City Planning Department

September 28, 1990  
Date of Draft Report

October 26, 1990  
Date of Final Report

Analyst: Myers



City of San Diego  
Planning Department  
DEVELOPMENT AND ENVIRONMENTAL PLANNING DIVISION  
202 "C" Street, Mail Station 4C  
San Diego, CA 92101  
(619) 236-6460

INITIAL STUDY  
DEP No. 90-0687

SUBJECT: Rancho Carmel Plaza. AMENDMENT TO PLANNED COMMERCIAL DEVELOPMENT PERMIT No. 87-0639 (No. 90-0687) for the modification of floor area and site design. The proposed project would increase the retail floor area by approximately 6,000 square feet and modify the proposed park and ride facility into two levels located north of Provençale Place. TENTATIVE MAP (No. 90-0687) for the re-subdivision of existing Lots 17 and 19, Map No. 12516 into 4 parcels. The 3.8-acre site is located at the northeast corner of the intersection of Rancho Carmel Drive and North City Parkway in the Carmel Mountain Ranch community (Lots 17, 18 and 19 of resub. of Carmel Mountain Ranch Units 4 and 36, Map No. 12516). Applicant: American Assets, Inc.

I. PURPOSE AND MAIN FEATURES:

The project proposes to develop a 31,280-square-foot neighborhood commercial center. A total of 156 parking spaces would be provided. Access would be from Rancho Carmel Drive. There would be one structure on the eastern most portion of the site. Two smaller pads for future development would be located at the northwest and southwest corners of the lot. The commercial center project site is currently identified as Lots 17 and 19 of Map 12516. The project proposes a parcel map to re-subdivide Lots 17 and 19 into four parcels.

In addition, a two-level parking structure is proposed for Lot 18, Map 12516, located north of Provençale Place. The structure would provide parking for a 75-space Park and Ride facility.

II. ENVIRONMENTAL SETTING:

The site is graded under previously-approved permits. The site is bound on the north by the Carmel Mountain Ranch golf course, on the east by multi-family residential development, on the south by North City Parkway and on the west by Rancho Carmel Drive.

The site is designated for commercial use according to the Carmel Mountain Ranch Community Plan and is within the CN Zone.

III. ENVIRONMENTAL ANALYSIS: See attached Initial Study checklist.

IV. DISCUSSION:

None.

V. RECOMMENDATION:

On the basis of this initial evaluation:

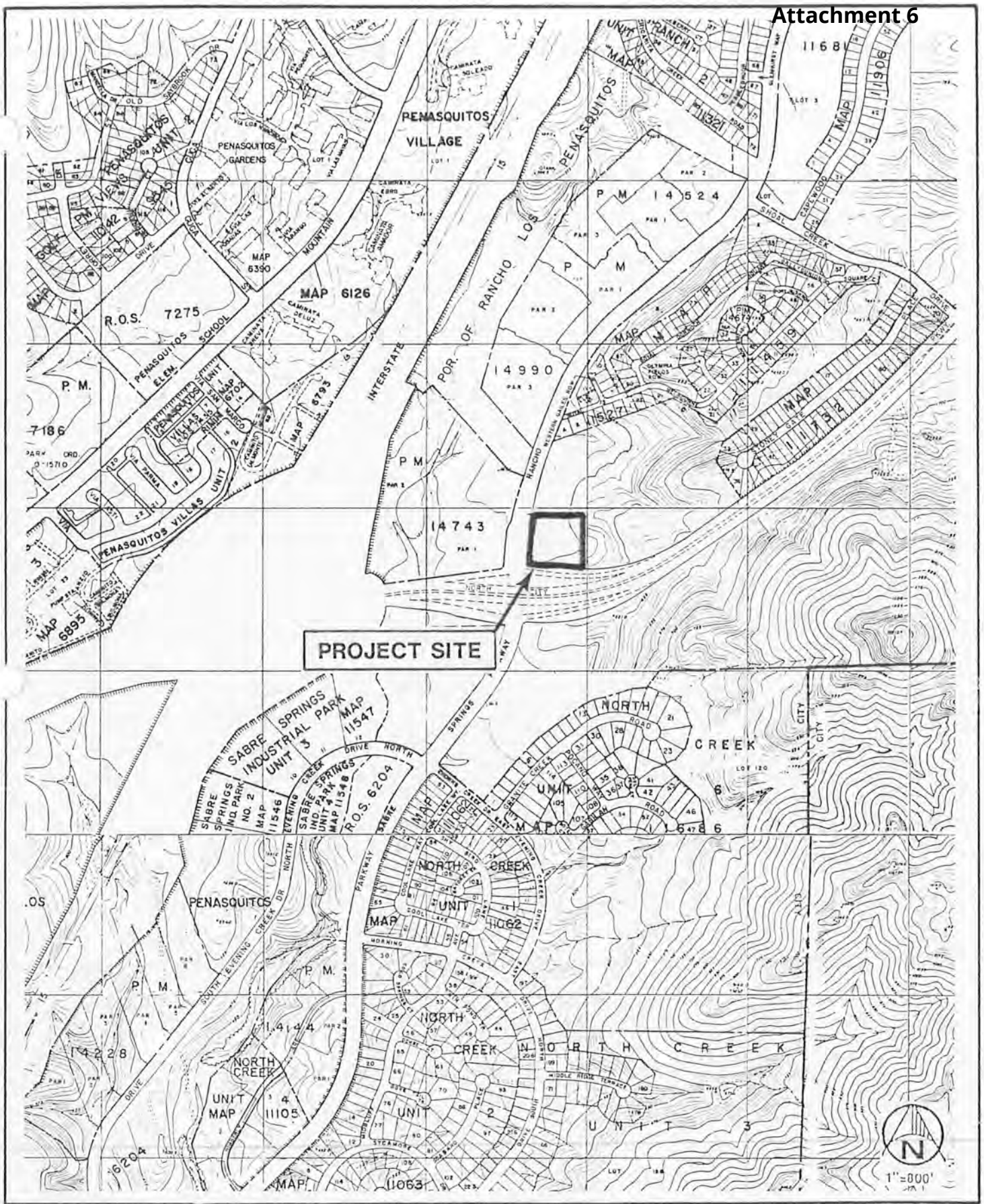
X The proposed project would not have a significant effect on the environment, and a NEGATIVE DECLARATION should be prepared.

— Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section IV above have been added to the project. A MITIGATED NEGATIVE DECLARATION should be prepared.

— The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT should be required.

PROJECT ANALYST: Myers

Attachments: Initial Study Checklist  
Project Location Map



# LOCATION MAP

Environmental Quality Division  
CITY OF SAN DIEGO · PLANNING DEPARTMENT

FIGURE

1



Initial Study Checklist

Date 9/13/90DEP No. 90-0687

## III. ENVIRONMENTAL ANALYSIS:

This Initial Study checklist is designed to identify the potential for significant environmental impacts which could be associated with a project. All answers of "yes" and "maybe" indicate that there is a potential for significant environmental impacts and these determinations are explained in Section IV.

Yes    Maybe    No

A. Geology/Soils. Will the proposal result in:

- Previously graded*
1. Exposure of people or property to geologic hazards such as earthquakes, landslides, mudslides, ground failure, or similar hazards?  
exposure to risk for earthquakes is the same on this site as all of Southern California
  2. Any increase in wind or water erosion of soils, either on or off the site?  
Site previously graded to nearly level

—    —    ✓  
—    —    ✓

B. Air. Will the proposal result in:

1. Air emissions which would substantially deteriorate ambient air quality?  
standard retail commercial operation
2. The exposure of sensitive receptors to substantial pollutant concentrations?  
see B1
3. The creation of objectionable odors?  
see B1
4. The creation of dust?  
N/A to the std. retail operation

—    —    ✓  
—    —    ✓  
—    —    ✓  
—    —    ✓

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
5. Any alteration of air movement in the area of the project? <u>small project</u>	—	—	<u>✓</u>
6. A substantial alteration in moisture, or temperature, or any change in climate, either locally or regionally? <u>small project</u>	—	—	<u>✓</u>
C. <u>Hydrology/Water Quality</u> . Will the proposal result in:			
1. Changes in currents, or the course or direction of water movements, in either marine or fresh waters? <u>project site not proximate to water bodies</u>	—	—	<u>✓</u>
2. Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff? <u>changes not significant because site is so small</u>	—	—	<u>✓</u>
3. Alterations to the course or flow of flood waters? <u>not subject to flood flow</u>	—	—	<u>✓</u>
4. Discharge into surface or ground waters, or in any alteration of surface or ground water quality, including, but not limited to temperature, dissolved oxygen or turbidity? <u>Standard retail (comm.) operation not anticipated to discharge significant amts. of contaminants</u>	—	—	<u>✓</u>
5. Discharge into surface or ground waters, significant amounts of pesticides, herbicides, fertilizers, gas, oil, or other noxious chemicals? <u>not anticipated to discharge chemicals into any water</u>	—	—	<u>✓</u>
6. Change in deposition or erosion of beach sands, or changes in siltation, deposition or erosion which may modify the channel of a river or stream or the bed of the ocean or any bay, inlet or lake? <u>not proximate to any of these areas</u>	—	—	<u>✓</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
7. Exposure of people or property to water related hazards such as flooding? <u>not subject to flood flows</u>	—	—	<u>✓</u>
8. Change in the amount of surface water in any water body? <u>not proximate to any water bodies</u>	—	—	<u>✓</u>
D. <u>Biology</u> . Will the proposal result in:			
1. A reduction in the number of any unique, rare, endangered, sensitive, or fully protected species of plants or animals? <u>project site previously graded</u>	—	—	<u>✓</u>
2. A substantial change in the diversity of any species of animals or plants? <u>see D<sub>1</sub></u>	—	—	<u>✓</u>
3. Introduction of invasive species of plants into the area? <u>see D<sub>1</sub></u>	—	—	<u>✓</u>
4. Interference with the movement of any resident or migratory fish or wildlife species? <u>see D<sub>1</sub></u>	—	—	<u>✓</u>
5. In impact on a sensitive habitat, including, but not limited to streamside vegetation, oak woodland, vernal pools, coastal salt marsh, lagoon, wetland, or coastal sage scrub or chaparral? <u>see D<sub>1</sub></u>	—	—	<u>✓</u>
6. Deterioration of existing fish or wildlife habitat? <u>see D<sub>1</sub></u>	—	—	<u>✓</u>
E. <u>Noise</u> . Will the proposal result in:			
1. A significant increase in the existing ambient noise levels? <u>standard retail</u>	—	—	<u>✓</u>



	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
2. Exposure of people to noise levels which exceed the City's adopted noise ordinance? <u>see E1</u>	—	—	✓
3. Exposure of people to current or future transportation noise levels which exceed standards established in the Transportation Element of the General Plan? <u>GP standard is 70 dB</u>	—	—	✓
F. <u>Light, Glare and Shading.</u> Will the proposal result in:			
1. Substantial light or glare? <u>bdg. materials are mostly stucco, concrete</u>	—	—	✓
2. Substantial shading of other properties? <u>N/A</u>	—	—	✓
G. <u>Land Use.</u> Will the proposal result in:			
1. A land use which is inconsistent with the adopted community plan land use designation for the site? <u>consistent w/ the comm. plan</u>	—	—	✓
2. A conflict with the goals, objectives and recommendations of the community plan in which it is located? <u>see G1</u>	—	—	✓
3. A conflict with adopted environmental plans for the area? <u>see G1</u>	—	—	✓
4. Land uses which are not compatible with aircraft accident potential as defined by a SANDAG Airport Land Use Plan (ALUC)? <u>no airport proximate to site</u>	—	—	✓

Yes Maybe No

H. Natural Resources. Will the proposal result in:

1. The prevention of future extraction of sand and gravel resources?  
site previously graded - not a designated sand/gravel site
2. The conversion of agricultural land to nonagricultural use or impairment of the agricultural productivity of agricultural land?  
site never designated as ag

— — ✓  
— — ✓

I. Recreational Resources: Will the proposal result in an impact upon the quality or quantity of existing recreational opportunities?

Commercial retail use

— — ✓

J. Population. Will the proposal alter the planned location, distribution, density, or growth rate of the population of an area?

comm. retail

— — ✓

K. Housing. Will the proposal affect existing housing in the community, or create a demand for additional housing?

Comm. retail

— — ✓

L. Transportation/Circulation. Will the proposal result in:

1. Traffic generation in excess of specific/community plan allocation?  
consistent w/ comm. plan
2. An increase in projected traffic which is substantial in relation to the capacity of the street system?  
small retail comm. / w/ park & ride facility
3. An increased demand for off-site parking?  
no - all parking is on-site according to std. requirements
4. Effects on existing parking?  
all parking on-site

— — ✓  
— — ✓  
— — ✓  
— — ✓



	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
5. Substantial impact upon existing or planned transportation systems? <u>Park &amp; Ride facility is part of the project</u>	—	—	<input checked="" type="checkbox"/>
6. Alterations to present circulation movements including effects on existing public access to beaches, parks, or other open space areas? <u>N/A</u>	—	—	<input checked="" type="checkbox"/>
7. Increase in traffic hazards to motor vehicles, bicyclists or pedestrians? <u>N/A</u>	—	—	<input checked="" type="checkbox"/>
M. Public Services. Will the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:			
a. Fire protection? <u>small project where services already provided</u>	—	—	<input checked="" type="checkbox"/>
b. Police protection? <u>see H.A.</u>	—	—	<input checked="" type="checkbox"/>
c. Schools? <u>not a residential project</u>	—	—	<input checked="" type="checkbox"/>
d. Parks or other recreational facilities? <u>see H.C.</u>	—	—	<input checked="" type="checkbox"/>
e. Maintenance of public facilities, including roads? <u>does not effect</u>	—	—	<input checked="" type="checkbox"/>
f. Other governmental services?	—	—	<input checked="" type="checkbox"/>

	Yes	Maybe	No
N. <u>Utilities</u> . Will the proposal result in a need for new systems, or require substantial alterations to existing utilities, including:			
a. Power? <u>Small project - services already provided to area</u>	—	—	✓
b. Natural gas? <u>see Na</u>	—	—	✓
c. Communications systems? <u>see Na</u>	—	—	✓
d. Water? <u>see Na</u>	—	—	✓
e. Sewer? <u>see Na</u>	—	—	✓
f. Storm water drainage? <u>see Na</u>	—	—	✓
g. Solid waste disposal? <u>see Na</u>	—	—	✓
O. <u>Energy</u> . Will the proposal result in the use of excessive amounts of fuel or energy? <u>Std. retail development - no excessive/extraordinary use</u>	—	—	✓
P. <u>Water Conservation</u> . Will the proposal result in:			
1. Use of excessive amounts of water? <u>Landscaping will meet City guidelines</u>	—	—	✓
2. Landscaping which is predominantly non-drought resistant vegetation? <u>see P.</u>	—	—	✓
Q. <u>Neighborhood Character/Aesthetics</u> . Will the proposal result in:			
1. The obstruction of any vista or scenic view from a public viewing area? <u>no public viewing area in proximity</u>	—	—	✓



	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
2. The creation of a negative aesthetic site or project? <u>Project is designed in accord</u> <u>with Comm. Plan design guidelines</u>	—	—	✓
3. Project bulk; scale, materials, or style which will be incompatible with surrounding development? <u>see P2</u>	—	—	✓
4. Substantial alteration to the existing character of the area? <u>The comm plan implementation</u> <u>substantially altered the existing character -</u> <u>this project is in conformance w/ the adopted comm. plan</u>	—	—	✓
5. The loss of any distinctive or landmark tree(s), or a stand of mature trees? <u>no trees on site</u>	—	—	✓
6. Substantial change in topography or ground surface relief features? <u>Project graded under previously approved</u> <u>TM and in conformance w/ comm. plan</u>	—	—	✓
7. The loss, covering or modification of any unique geologic or physical features such as a natural canyon, sandstone bluff, rock outcrop, or hillside with a slope in excess of 25 percent? <u>previously graded</u>	—	—	✓
R. <u>Cultural Resources</u> . Will the proposal result in:			
1. Alteration of or the destruction of a prehistoric or historic archaeological site? <u>site previously graded</u>	—	—	✓
2. Adverse physical or aesthetic effects to a prehistoric or historic building, structure, object, or site? <u>see R1</u>	—	—	✓

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
3. Adverse physical or aesthetic effects to an architecturally significant building, structure, or object? <u>see R.</u>	—	—	<u>✓</u>
4. Any impact to existing religious or sacred uses within the potential impact area? <u>see R.</u>	—	—	<u>✓</u>
S. <u>Paleontological Resources.</u> Will the proposal result in the loss of paleontological resources? <u>site previously graded</u>	—	—	<u>✓</u>
T. <u>Human Health/Public Safety.</u> Will the proposal result in:			
1. Creation of any health hazard or potential health hazard (excluding mental health)? <u>N/A</u>	—	—	<u>✓</u>
2. Exposure of people to potential health hazards? <u>N/A</u>	—	—	<u>✓</u>
3. A future risk of an explosion or the release of hazardous substances (including but not limited to gas, oil, pesticides, chemicals, radiation, or explosives)? <u>N/A</u>	—	—	<u>✓</u>
U. <u>Mandatory Findings of Significance.</u>			
1. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, reduce the			



number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

no native veg or wildlife or property

Yes    Maybe    No

—    —    — ✓

2. Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? (A short-term impact on the environment is one which occurs in a relatively brief, definitive period of time while long-term impacts will endure well into the future.)

no

—    —    — ✓

3. Does the project have impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact on each resource is relatively small, but where the effect of the total of those impacts on the environment is significant.)

No

—    —    — ✓

4. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

no

—    —    — ✓

## INITIAL STUDY CHECKLIST

## REFERENCES

## A. Geology/Soils

- \_\_\_\_\_ City of San Diego Seismic Safety Study, Updated June 1983.
- \_\_\_\_\_ USGS San Diego County Soils Interpretation Study -- Shrink-Swell Behavior, 1969.
- \_\_\_\_\_ Geology of the San Diego Metropolitan Area, California.
- \_\_\_\_\_ U.S. Department of Agriculture Soil Survey - San Diego Area, California, Part I and II, December 1973.
- \_\_\_\_\_ Site Specific Report: \_\_\_\_\_

## B. Air

- \_\_\_\_\_ Regional Air Quality Strategies (RAQS) - APCD.
- \_\_\_\_\_ State Implementation Plan.
- \_\_\_\_\_ Site Specific Report: \_\_\_\_\_

## C. Hydrology/Water Quality

- \_\_\_\_\_ Flood Insurance Rate Map (FIRM), September 29, 1989.
- \_\_\_\_\_ Federal Emergency Management Agency (FEMA), National Flood Insurance Program - Flood Boundary and Floodway Map, September 29, 1989.
- \_\_\_\_\_ Site Specific Report: \_\_\_\_\_

## D. Biology

- \_\_\_\_\_ Community Plan - Resource Element
- \_\_\_\_\_ City of San Diego Vernal Pool Maps
- \_\_\_\_\_ California Department of Fish and Game Endangered Plant Program - Vegetation of San Diego, March 1985.



- \_\_\_\_\_ Sunset Magazine, New Western Garden Book - Rev. ed. Menlo Park, CA - Sunset Magazine.
- \_\_\_\_\_ Robinson, David L., San Diego's Endangered Species, 1988.
- \_\_\_\_\_ California Department of Fish and Game, "San Diego Vegetation", March 1985.
- \_\_\_\_\_ California Department of Fish and Game, "Bird Species of Special Concern in California", June 1978.
- \_\_\_\_\_ State of California Department of Fish and Game, "Mammalian Species of Special Concern in California", 1986.
- \_\_\_\_\_ State of California Department of Fish and Game, "California's State Listed Threatened and Endangered Plants and Animals", January 1, 1989.
- \_\_\_\_\_ Code of Federal Regulations, Title 50, Part 10, "List of Migratory Birds."
- \_\_\_\_\_ Code of Federal Regulations, Title 50, Part 17, "Endangered and Threatened Wildlife and Plants", January 1, 1989.
- \_\_\_\_\_ Site Specific Report: \_\_\_\_\_

#### E. Noise

- \_\_\_\_\_ Community Plan
- \_\_\_\_\_ San Diego International Airport - Lindbergh Field CNEL Maps, January 1987 - December 1987.
- \_\_\_\_\_ Brown Field Airport Master Plan CNEL Maps.
- \_\_\_\_\_ Montgomery Field CNEL Maps.
- \_\_\_\_\_ NAS Miramar CNEL Maps, 1976.
- \_\_\_\_\_ San Diego Association of Governments - San Diego Regional Average Weekday Traffic Volumes 1984-88.
- \_\_\_\_\_ San Diego Association of Governments - Average Daily Traffic Map, 1989.
- \_\_\_\_\_ San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG, 1989.
- \_\_\_\_\_ Lindbergh Field Airport Influence Area, SANDAG Airport Land Use Commission.
- \_\_\_\_\_ City of San Diego Progress Guide and General Plan.
- \_\_\_\_\_ Site Specific Report: \_\_\_\_\_

**F. Light, Glare and Shading**

\_\_\_\_\_ Site Specific Report: \_\_\_\_\_  
\_\_\_\_\_

**G. Land Use**

\_\_\_\_\_ City of San Diego Progress Guide and General Plan.

\_\_\_\_\_ Community Plan.

\_\_\_\_\_ Airport Land Use Plan.

\_\_\_\_\_ City of San Diego Zoning Maps

\_\_\_\_\_ FAA Determination

**H. Natural Resources**

\_\_\_\_\_ City of San Diego Progress Guide and General Plan.

\_\_\_\_\_ U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, December 1973.

\_\_\_\_\_ California Department of Conservation - Division of Mines and Geology, Mineral Land Classification.

\_\_\_\_\_ Division of Mines and Geology, Special Report 153 - Significant Resources Maps.

**I. Recreational Resources**

\_\_\_\_\_ City of San Diego Progress Guide and General Plan.

\_\_\_\_\_ Community Plan.

\_\_\_\_\_ Department of Park and Recreation

\_\_\_\_\_ City of San Diego - A Plan for Equestrian Trails and Facilities, February 6, 1975.

\_\_\_\_\_ City of San Diego - San Diego Regional Bicycling Map

\_\_\_\_\_ City of San Diego - Open Space and Sensitive Area Preservation Study, July 1984.

\_\_\_\_\_ Additional Resources: \_\_\_\_\_  
\_\_\_\_\_

**J. Population**

\_\_\_\_\_ City of San Diego Progress Guide and General Plan.



\_\_\_\_ Community Plan.

\_\_\_\_ Series VII Population Forecasts, SANDAG.

K. Housing

\_\_\_\_  
L. Transportation/Circulation

\_\_\_\_ City of San Diego Progress Guide and General Plan.

\_\_\_\_ Community Plan.

\_\_\_\_ San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG, 1989.

\_\_\_\_ San Diego Region Weekday Traffic Volumes 1984-88, SANDAG.

\_\_\_\_ Site Specific Report: \_\_\_\_\_

M. Public Services

\_\_\_\_ City of San Diego Progress Guide and General Plan.

\_\_\_\_ Community Plan.

N. Utilities

\_\_\_\_  
O. Energy

\_\_\_\_  
P. Water Conservation

\_\_\_\_ Sunset Magazine, New Western Garden Book. Rev. ed. Menlo Park, CA:  
Sunset Magazine.

Q. Neighborhood Character/Aesthetics

\_\_\_\_ City of San Diego Progress Guide and General Plan.

\_\_\_\_ Community Plan.

\_\_\_\_ Local Coastal Plan.

R. Cultural Resources

\_\_\_\_ City of San Diego Archaeology Library.

\_\_\_\_ Historical Site Board List.

\_\_\_\_ Community Historical Survey: \_\_\_\_\_

\_\_\_\_ Site Specific Report: \_\_\_\_\_

S. Paleontological Resources

\_\_\_\_ Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2 Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento, 1975.

\_\_\_\_ Kennedy, Michael P., and Siang S. Tan, "Geology of National City, Imperial Beach and Otay Mesa Quadrangles, Southern San Diego Metropolitan Area, California," Map Sheet 29, 1977.

\_\_\_\_ Site Specific Report: \_\_\_\_\_

T. Human Health/Public Safety

\_\_\_\_ San Diego County Hazardous Materials Management Division

\_\_\_\_ FAA Determination

\_\_\_\_ State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized July 13, 1989.

DEPFORM19  
Initial study  
Checklist  
Revised 5/90



RESOLUTION NUMBER R- \_\_\_\_

ADOPTED ON \_\_\_\_\_

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO ADOPTING  
ADDENDUM NO. 648597 TO NEGATIVE DECLARATION NO. 90-0687 FOR THE  
ALANTE CPA/PDP/RZ PROJECT - PROJECT NO. 648597 PURSUANT TO THE  
CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on July 12, 1990, American Assets submitted an application to the City of San Diego's Planning Department for a Planned Commercial Development Permit for the Rancho Carmel Plaza Project; and

WHEREAS, on January 28, 1991, as part of that application, the Planning Director adopted Resolution No. 8865, certifying Negative Declaration No. 90-0687, a copy of which is on file in the Development Services Department in accordance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code Section 21000 et seq.), as amended, and the State CEQA Guidelines thereto (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.); and

WHEREAS, on September 30, 2019, New Pointe Communities Inc., submitted an application to the Development Services Department for approval of minor technical changes or additions to the Project; and

WHEREAS, State CEQA Guidelines section 15164(b) allows a lead agency to prepare an Addendum to an adopted Negative Declaration if such Addendum meets the requirements of CEQA; and

WHEREAS, under Charter section 280(a)(2) this resolution is not subject to veto by the Mayor because this matter requires the Council of the City of San Diego (Council) to act as a quasi-judicial body, a public hearing is required by law implicating due process rights of individuals affected by the decision, and the Council is required by law to consider evidence at the hearing and to make legal findings based on the evidence presented; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego as follows:

1. That the information contained in the adopted Negative Declaration No. 90-0687 along with the Addendum thereto, including any comments received during the public review process, has been reviewed and considered by the Council prior to making a decision on the Project.
2. That there are no substantial changes proposed to the Project and no substantial changes with respect to the circumstances under which the Project is to be undertaken that would require major revisions in the Negative Declaration for the Project due to significant environmental effects or a substantial increase in the severity of previously identified environmental effects.

3. That no new information of substantial importance has become available showing that the Project would have any significant effects not discussed previously in the Negative Declaration or that any significant effects previously examined will be substantially more severe than shown in the Negative Declaration.
4. That no new information of substantial importance has become available showing that mitigation measures or alternatives previously found not to be feasible are in fact feasible which would substantially reduce any significant effects, but that the Project proponents decline to adopt, or that there are any considerably different mitigation measures or alternatives not previously considered which would substantially reduce any significant effects, but that the Project proponents decline to adopt.
5. That pursuant to State CEQA Guidelines Section 15164, only minor technical changes or additions are necessary, and therefore, the Council adopts Addendum to Negative Declaration No. 90-0687 with respect to the Project, a copy of which is on file in the office of the Development Services Department.
6. That City Clerk is directed to file a Notice of Determination with the Clerk of the Board of Supervisors for the County of San Diego regarding the Project.

APPROVED: MARA W. ELLIOTT, City Attorney

By:

\_\_\_\_\_  
Heather Ferbert  
Deputy City Attorney



(O-2020~XXXX)

ORDINANCE NUMBER O-\_\_\_\_\_ (NEW SERIES)

ADOPTED ON \_\_\_\_\_

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO  
CHANGING THE ZONING OF 0.46 ACRES, LOCATED 10211 RANCHO  
CARMEL DRIVE WITHIN THE CARMEL MOUNTAIN RANCH  
COMMUNITY PLAN AREA, IN THE CITY OF SAN DIEGO, CALIFORNIA,  
FROM THE RM-1-2 (RESIDENTIAL – MULTIPLE UNIT) ZONE INTO THE  
RM-4-10 (RESIDENTIAL – MULTIPLE UNIT) ZONE, AS DEFINED BY SAN  
DIEGO MUNICIPAL CODE SECTION 131.0406; ADDED ON DECEMBER  
9, 1997 BY O-18451, AND EFFECTIVE JANUARY 1, 2000.

WHEREAS, NEW POINTE INVESTMENT 46, LLC, requested a rezone of a 0.46-acre site located  
at 10211 Rancho Carmel Drive, as legally described below, in the Carmel Mountain Ranch  
Community Plan Area to construct a four-story, 70,595 square-foot, 50-unit multi-family residential  
building over an existing two-level parking structure; and

WHEREAS, on July 23, 2020, the Planning Commission of the City of San Diego considered  
and voted \_\_\_\_\_ to recommend the Council of the City of San Diego (Council) approve this  
Rezone No. 2347523 of the property from the RM- 1- 2 Zone (Residential – Multiple Unit) to the RM-  
4-10 Zone (Residential – Multiple Unit); and

WHEREAS, the matter was set for public hearing on \_\_\_\_\_ with testimony having been  
heard, evidence having been submitted, and the Council having fully considered the matter and  
being fully advised concerning the same; and

WHEREAS, under Charter section 280(a)(2) this ordinance is not subject to veto by the Mayor  
because this matter requires the Council to act as a quasi-judicial body and where a public hearing  
was required by law implicating due process rights of individuals affected by the decision and where  
the Council was required by law to consider evidence at the hearing and to make legal findings  
based on evidence presented; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That 0.46-acres located 10211 Ranch Carmel Drive, and legally described as Lot 18 of Re-subdivision of Carmel Mountain Ranch Units 4 and 36, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 12516, filed in the Office of the County Recorder of San Diego, County, December 13, 1989, in the Carmel Mountain Community Plan area, in the City of San Diego, California, as shown on Zone Map Drawing No. B-4351, filed in the office of the City Clerk as Document No. OO- \_\_\_\_\_, are rezoned from the RM-1-2 Zone to the RM-4-10 Zone, as the zones are described and defined by San Diego Municipal Code Section 131.0406. This action amends the Official Zoning Map adopted by Resolution R-301263 on February 28, 2006.

Section 3. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 4. This ordinance shall take effect and be in force on the thirtieth day from and after its passage, and no building permits for development inconsistent with the provisions of this ordinance shall be issued unless application therefor was made prior to the date of adoption of this ordinance.

APPROVED: Mara W. Elliott, City Attorney

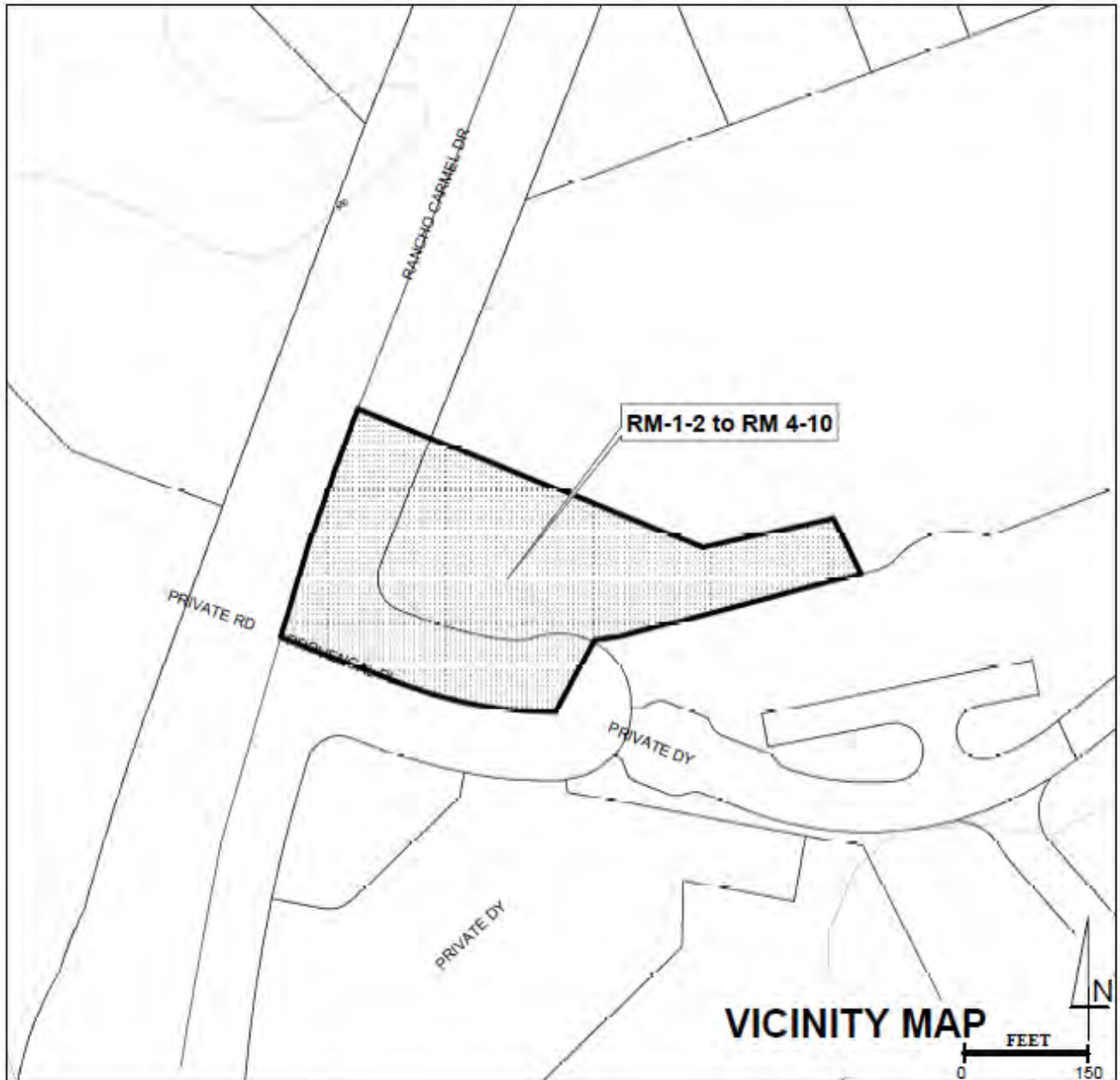
By \_\_\_\_\_  
Heather Ferbert  
Deputy City Attorney

Date: XXXXX  
Or.Dept: DSD  
O-XXXXX



CITY OF SAN DIEGO • DEVELOPMENT SERVICES

# PROPOSED REZONING



LOT 18 RESUB OF CMR UNITS 4&36

ORDINANCE NO. \_\_\_\_\_  
 EFF. DATE ORD. \_\_\_\_\_  
 ZONING SUBJ. TO \_\_\_\_\_  
 BEFORE DATE \_\_\_\_\_  
 EFF. DATE ZONING \_\_\_\_\_  
 MAP NAME AND NO. \_\_\_\_\_

REQUEST RM 4-10  
 PLANNING COMM.  
 RECOMMENDATION  
 CITY COUNCIL  
 ACTION

CASE NO. PTS 637948

DEVELOPMENT SERVICES MANAGER

**B- 4351**

APN: 313-880-18

(2921740 Idj Date: 6/16/2020

PLANNING COMMISSION RESOLUTION NO. 5043-PC

INITIATING AN AMENDMENT TO THE CARMEL MOUNTAIN RANCH COMMUNITY PLAN TO  
REDESIGNATE LAND FROM LOW MEDIUM RESIDENTIAL TO HIGH RESIDENTIAL

WHEREAS, on April 15, 2019, the Planning Commission of the City of San Diego held a public hearing to consider a request to amend the 1984 Carmel Mountain Ranch Community Plan adopted as Document RR-285247, and including its subsequent amendments to redesignate a 0.46-acre site located 10211 Rancho Carmel Drive from low medium residential to high residential; and

WHEREAS, the 2008 General Plan will be amended due to the Carmel Mountain Ranch community plan being part of the Land Use Element of the adopted general plan; and

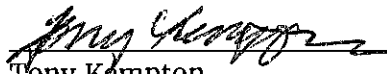
WHEREAS, the Planning Commission considered Report No. PC-19-069 as well as all maps, exhibits, evidence and testimony; NOW, THEREFORE,

BE IT RESOLVED, by the Planning Commission of the City of San Diego that it hereby initiates the requested Community Plan and General Plan Amendment based on its compliance with the initiation criteria found in policy LU-D.10 of the Land Use Element of the General Plan and specifically addressed in Report No. PC-19-069, and

BE IT FURTHER RESOLVED that in anticipation of a future development project that would allow construction of up to 48 residential dwelling units at the 0.46-acre site, the Planning Commission directs staff to consider the following issue(s) in addition to all of the issues identified in Report No. PC-19-069:

- Study pedestrian connectivity with adjacent uses and street frontages
- Study traffic and parking issues
- Consider incorporating sustainable building features
- Study building height and bulk to address how it interfaces with the adjacent multi-family building and community context

BE IT FURTHER RESOLVED, that this initiation does not constitute an endorsement of a project proposal. This action allows the future development project to become a complete submittal and will allow staff analysis to proceed.

  
\_\_\_\_\_  
Tony Kempton  
Associate Planner

Initiated August 15, 2019  
by a vote of 7-0-0  
PTS # 637948

Cc: Legislative Recorder, Development Services Department



## Community Plan Initiation Responses

On August 15, 2019, the Planning Commission of the City of San Diego approved Resolution No. 5043-PC, which authorized initiating an amendment to the Carmel Mountain Ranch Community Plan to re-designate the site from low medium density residential to high density residential to allow the construction of up to 48 residential units. This action allowed the proposal to be submitted to the City for further review and analysis. The following section provides responses and analysis to the land use issues identified by staff and the Planning Commission at the public hearing that took place for the General/Community Plan Amendment Initiation:

### 1. Study pedestrian connectivity with adjacent uses.

The project would connect to adjacent uses through a project design that would include pedestrian access directly from the site out to existing nearby residential, retail uses at Rancho Carmel Plaza, the Carmel Mountain Ranch Community Center, and the Peñasquitos/Sabre Springs Transit Station, which is located a quarter mile south of the site along Rancho Carmel Drive. In addition, the project would incorporate pedestrian-oriented design features to enhance walkability including canopy street trees such as Tuckeroo, and Crepe Myrtle, which is consistent with the Community Plan recommended street tree palette along Rancho Carmel Drive to provide shade and enhance the walkability of the pedestrian right-of-way.

### 2. Study traffic and parking issues/analysis of traffic impacts associated with increased density.

The Carmel Mountain Ranch Community Plan classifies Rancho Carmel Drive as a 4-lane major street. According to the transportation impact analysis prepared for the project, the Average Daily Traffic (ADT) on Rancho Carmel Drive is 11,630. Currently, Rancho Carmel Drive has a capacity of 40,000 ADT. The project could generate 300 ADT with 24 trips during the AM peak hour (5 inbound and 19 outbound) and 27 trips (19 inbound and 8 outbound) during the PM peak hour. Six intersections and five segments were analyzed and based on City of San Diego significance criteria, no significant impacts from the project were calculated, and therefore no mitigation measures are required. The project is within one-half mile of a Transit Prior Area (TPA). The existing parking structure would remain as part of the project and would provide 58 parking spaces, 5 motorcycle spaces and 22 bicycle spaces.

### 3. Study sustainable building features

The project includes a building design that incorporates energy conservation features in the heating, ventilation and air conditioning systems, lighting and window treatments, and insulation and weather stripping. The project would include extensive fenestration and balconies to take advantage of sunshade patterns and winds and promote energy efficiency. In addition, water conservation will be implemented by mechanical equipment and a plumbing design that is characterized by low water requirements and efficient water utilization. The building roof includes photovoltaic panels to reduce energy costs and improve energy efficiency. The project would utilize standards, such as recycling 50 percent of construction waste, and requiring volatile organic compounds from adhesives, paints and coatings, and

composition wood products that comply with state mandated standards. In addition, bathroom fans will be Energy Star rated, used landscape irrigation water will have weather-based controls, and drought-tolerant landscaping will be installed for the project. The project demonstrates that the design will include high reflectivity and emissivity white PVC sheet membrane “cool roofing” materials, and includes photovoltaic solar panels to reduce energy costs.

**4. Study building height and bulk for how it interfaces with adjacent multi-family building and community context.**

The four-story project would be located at the foot of a neighborhood hillside, consistent with Design Guidelines in the Community Plan for higher buildings to be planned on lower ground. Though the proposed structure is taller and denser than the neighboring two-story structures, the project incorporates elements of facade articulation and fenestration that reflects the materials and architecture used in adjacent structures, thereby integrating this new construction with the existing fabric and scale of development in the surrounding neighborhood. For example, the fenestration in the proposed structure includes mullioned windows, a common feature in the neighborhood. In addition, the project includes shingles, particularly at the street-facing west elevation, which is similar to other residences use of shingled overhangs in the neighborhood. Though a pitched roof design is common in the neighborhood, the applicant has incorporated a varied parapet into the flat roof design that serves to break up the roof line. Windows on the east elevation are smaller than the other elevations, thereby observing the privacy of adjacent neighbors.

**5. Appropriate land use designations and zoning for the site**

The community plan amendment proposes to revise the land use designation from low medium density residential (6-29 du/ac) to very high density residential (75-109 du/ac) to accommodate the planned 50 residential dwelling units. The added units would help meet the need for housing in the City, including affordable housing. In addition, the project would provide added residential uses in a Transit Priority Area that would provide transit and commercial services to new residents. Project implementation includes rezoning the site from RM-1-2 to RM-4-10 to allow multi-family residential development adjacent to other multi-family residential uses.

**6. Analysis of impact of potential residential development on public services and facilities.**

The project would not adversely affect existing levels of services to the area and would not require the construction of new or expansion of existing facilities. The project would not significantly increase the demand on existing neighborhood or regional parks or other recreational facilities over that which presently exists. The Carmel Mountain Recreation Center and Community Park are located just west of the site. The City of San Diego Fire Rescue Department Station within the vicinity includes Fire Station 42 located two miles to the north of the site at 12110 World Trade Drive. In addition, the project would not significantly increase the demand on public schools over that which currently exists and is not anticipated to result in a significant increase in demand for public educational services. Shoal Creek Elementary School is located one-half mile east of the site, Los Peñasquitos Elementary School is located one-half mile west of the site, and Morning Creek Elementary School is three-quarters of a mile south of the site.



RESOLUTION

RESOLUTION NUMBER R-\_\_\_\_\_

ADOPTED ON \_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO  
ADOPTING AN AMENDMENT TO THE GENERAL PLAN AND AN  
AMENDMENT TO THE CARMEL MOUNTAIN RANCH COMMUNITY  
PLAN TO REDESIGNATE A 0.46-ACRE SITE FROM LOW MEDIUM  
DENSITY RESIDENTIAL USES (6-29 DWELLING UNITS/ACRE) TO  
VERY HIGH DENSITY RESIDENTIAL USES (75-109 DWELLING UNITS/ACRE)  
IN THE CARMEL MOUNTAIN RANCH COMMUNITY.

WHEREAS, NEW POINTE INVESTMENT 46, LLC, requested an amendment to the General Plan and the Carmel Mountain Ranch Community Plan (Community Plan) to re-designate a 0.46-acre site located at 10211 Rancho Carmel Drive from low medium density residential uses (6-29 dwelling units/acre) to very high density residential uses (75-109 dwelling units/acre); and

WHEREAS, the project site is legally described as Lot 18 of Re-subdivision of Carmel Mountain Ranch Units 4 and 36, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 12516, filed in the Office of the County Recorder of San Diego, County, December 13, 1989; and

WHEREAS, on August 15, 2019, the Planning Commission of the City of San Diego approved Resolution No. 5043-PC, which authorized initiation of an amendment to the Community Plan to re-designate the site from low medium density residential to high density residential, and to evaluate the potential for additional housing opportunities at the site; and

WHEREAS, on July 23, 2020, the Planning Commission found the proposed amendment consistent with the General Plan; and

WHEREAS, under Charter section 280(a)(2) this resolution is not subject to veto by the Mayor because this matter requires the City Council to act as a quasi-judicial body and where a public hearing was required by law implicating due process rights of individuals affected by the decision and where the Council was required by law to consider evidence at the hearing and to make legal findings based on the evidence presented; and

WHEREAS, on \_\_\_\_\_, the Council of the City of San Diego held a public hearing for the purpose of considering an amendment to the General Plan and the Community Plan; and

WHEREAS, the Council of the City of San Diego has considered all maps, exhibits, and written documents contained in the file for this project on record in the City of San Diego, and has considered the oral presentations given at the public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that it adopts the amendments to the Carmel Mountain Ranch Community Plan, a copy of which is on file in the office of the City Clerk as Document No. RR-\_\_\_\_\_.

BE IT FURTHER RESOLVED, that the Council adopts an amendment to the General Plan for the City of San Diego to incorporate the above amended plan.

APPROVED: Mara W. Elliott, City Attorney

By \_\_\_\_\_  
Heather Ferbert  
Deputy City Attorney

MJL:pev  
August\_\_\_\_, 2020  
Or.Dept:DSD  
Doc. No.: XXXXX

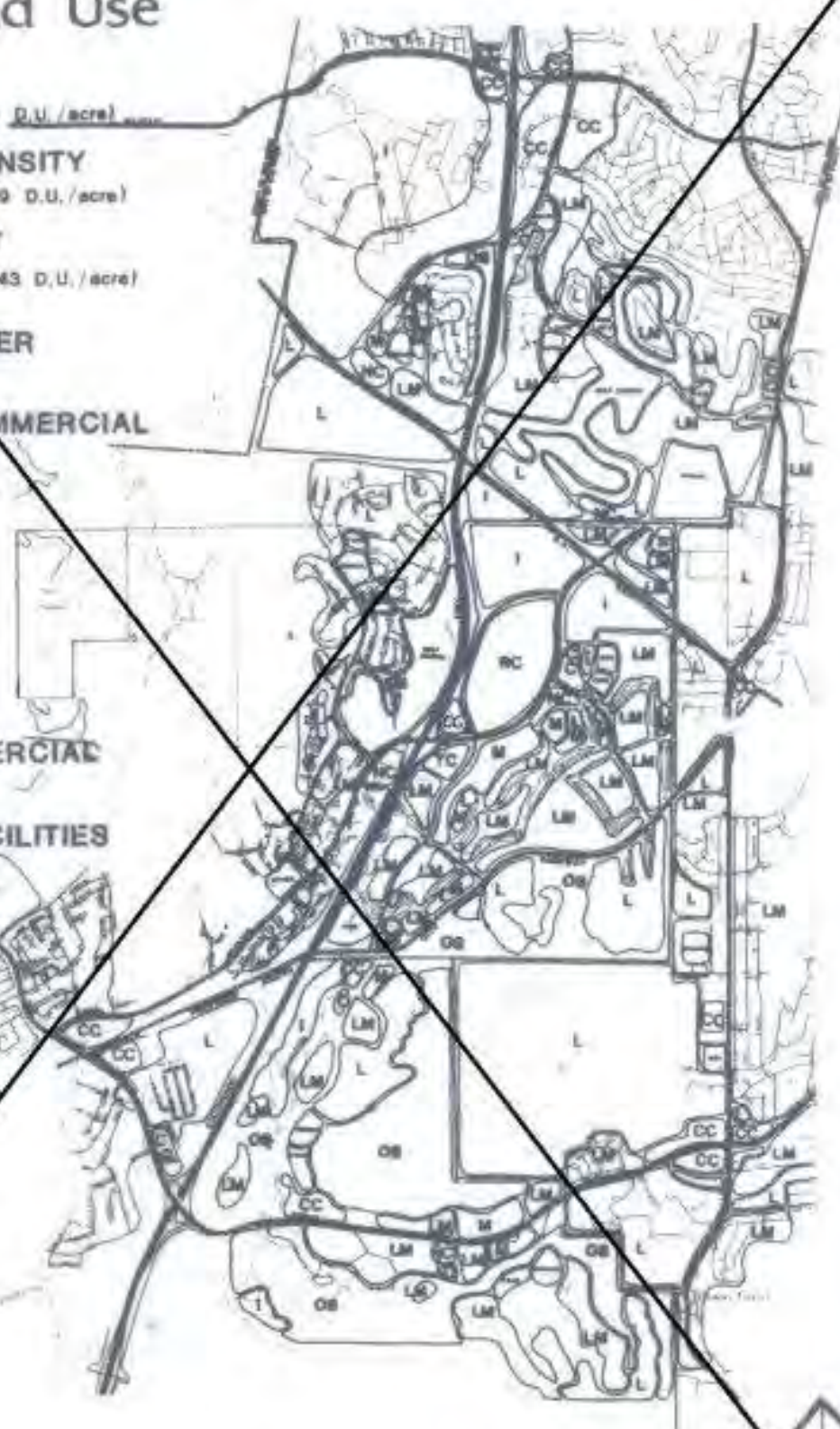
I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of \_\_\_\_\_.



# Regional Land Use

- L LOW DENSITY  
RESIDENTIAL (0-5 D.U./acre)
- LM LOW MEDIUM DENSITY  
RESIDENTIAL (6-29 D.U./acre)
- M MEDIUM DENSITY  
RESIDENTIAL (30-43 D.U./acre)
- RC REGIONAL CENTER
- CC COMMUNITY COMMERCIAL
- NC NEIGHBORHOOD  
COMMERCIAL
- I INDUSTRIAL
  
- TC TOURIST/COMMERCIAL
- COMMUNITY FACILITIES  
SCHOOLS, CHURCHES
- PRIVATE  
RECREATION  
GOLF COURSE,  
REC. CENTERS
- OS OPEN  
SPACE

NOTE: Land use categories are generalized for comparative purposes.



Carmel Mountain Ranch

0 2000 4000 8000

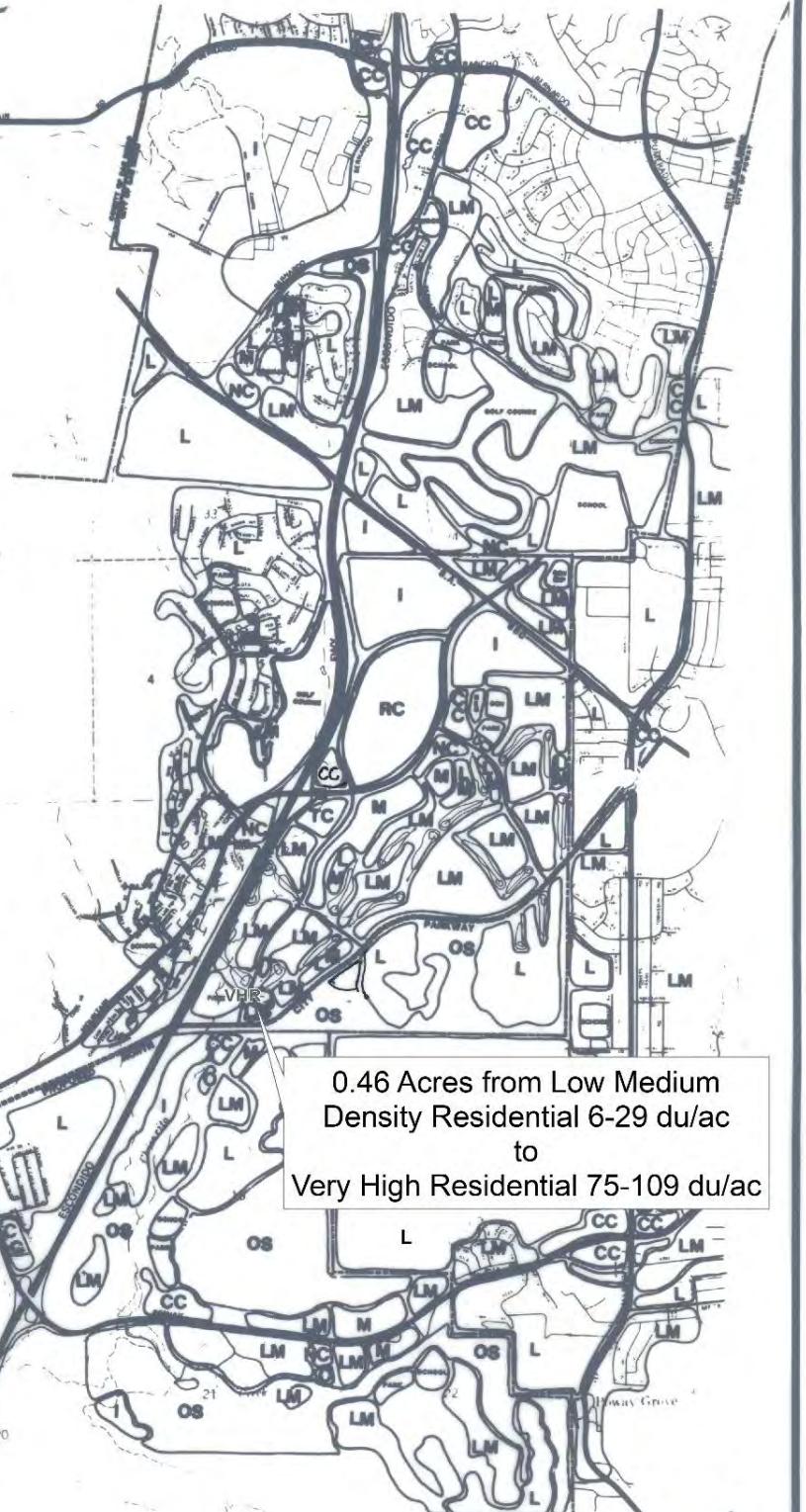
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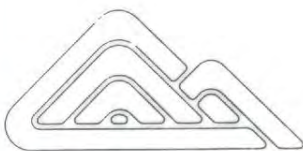
# Regional Land Use

- L **LOW DENSITY RESIDENTIAL** (0-5 D.U./acre)
- LM **LOW MEDIUM DENSITY RESIDENTIAL** (6-29 D.U./acre)
- M **MEDIUM DENSITY RESIDENTIAL** (30-43 D.U./acre)
- VHR **VERY HIGH RESIDENTIAL** (75-109 D.U./acre)
- RC **REGIONAL CENTER**
- CC **COMMUNITY COMMERCIAL**
- NC **NEIGHBORHOOD COMMERCIAL**
- I **INDUSTRIAL**
- TC **TOURIST/COMMERCIAL**
- COMMUNITY FACILITIES**  
SCHOOLS, CHURCHES
- PRIVATE RECREATION**  
GOLF COURSE, REC. CENTERS
- OS **OPEN SPACE**

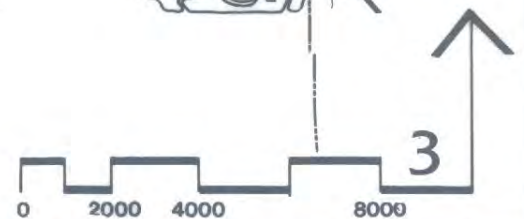
NOTE: Land use categories are generalized for comparative purposes.



0.46 Acres from Low Medium Density Residential 6-29 du/ac to Very High Residential 75-109 du/ac



## Carmel Mountain Ranch





# LAND USE PLAN

- L** LOW DENSITY RESIDENTIAL
- LM** LOW MEDIUM DENSITY RESIDENTIAL
- M** MEDIUM DENSITY RESIDENTIAL
- I** INDUSTRIAL
- RC** REGIONAL COMMERCIAL
- CC** COMMUNITY COMMERCIAL
- NC** NEIGHBORHOOD COMMERCIAL
- CR** PRIVATE COMMERCIAL RECREATION
- TC** TOURIST/COMMERCIAL
- COMMUNITY FACILITIES**  
SCHOOLS, LIBRARY, FIRE STATION, PARKS, POST OFFICE, POOL
- OS** OPEN SPACE



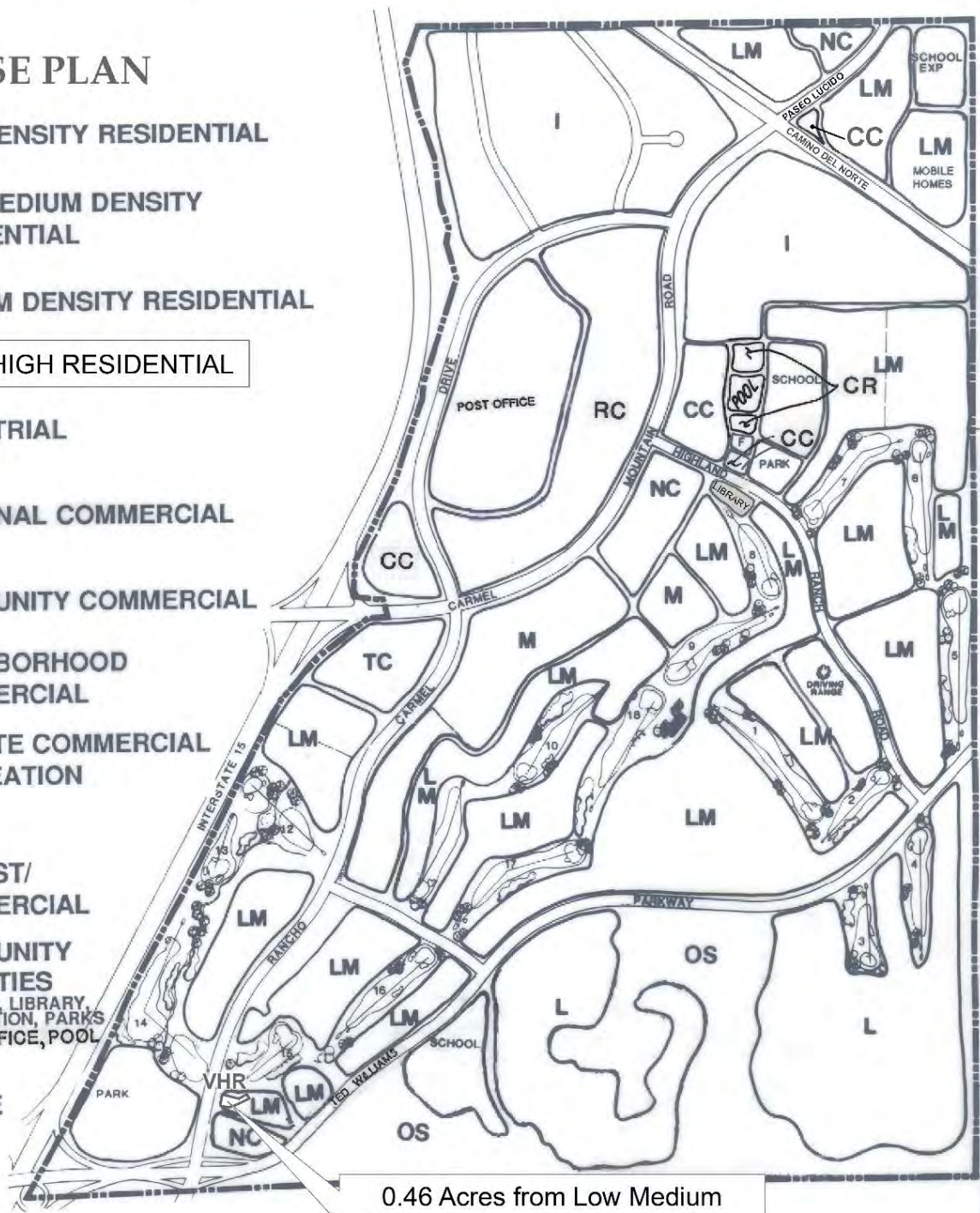
Carmel Mountain Ranch



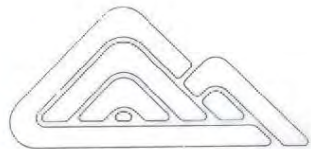


LAND USE PLAN

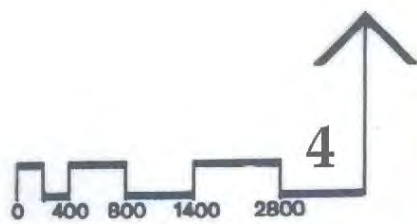
- L** LOW DENSITY RESIDENTIAL
- LM** LOW MEDIUM DENSITY RESIDENTIAL
- M** MEDIUM DENSITY RESIDENTIAL
- VHR** VERY HIGH RESIDENTIAL
- I** INDUSTRIAL
- RC** REGIONAL COMMERCIAL
- CC** COMMUNITY COMMERCIAL
- NC** NEIGHBORHOOD COMMERCIAL
- CR** PRIVATE COMMERCIAL RECREATION
- TC** TOURIST/ COMMERCIAL
- COMMUNITY FACILITIES**  
SCHOOLS, LIBRARY, FIRE STATION, PARKS, POST OFFICE, POOL
- OS** OPEN SPACE



0.46 Acres from Low Medium  
Density Residential 6-29 du/ac  
to  
Very High Residential 75-109 du/ac





Carmel Mountain Ranch

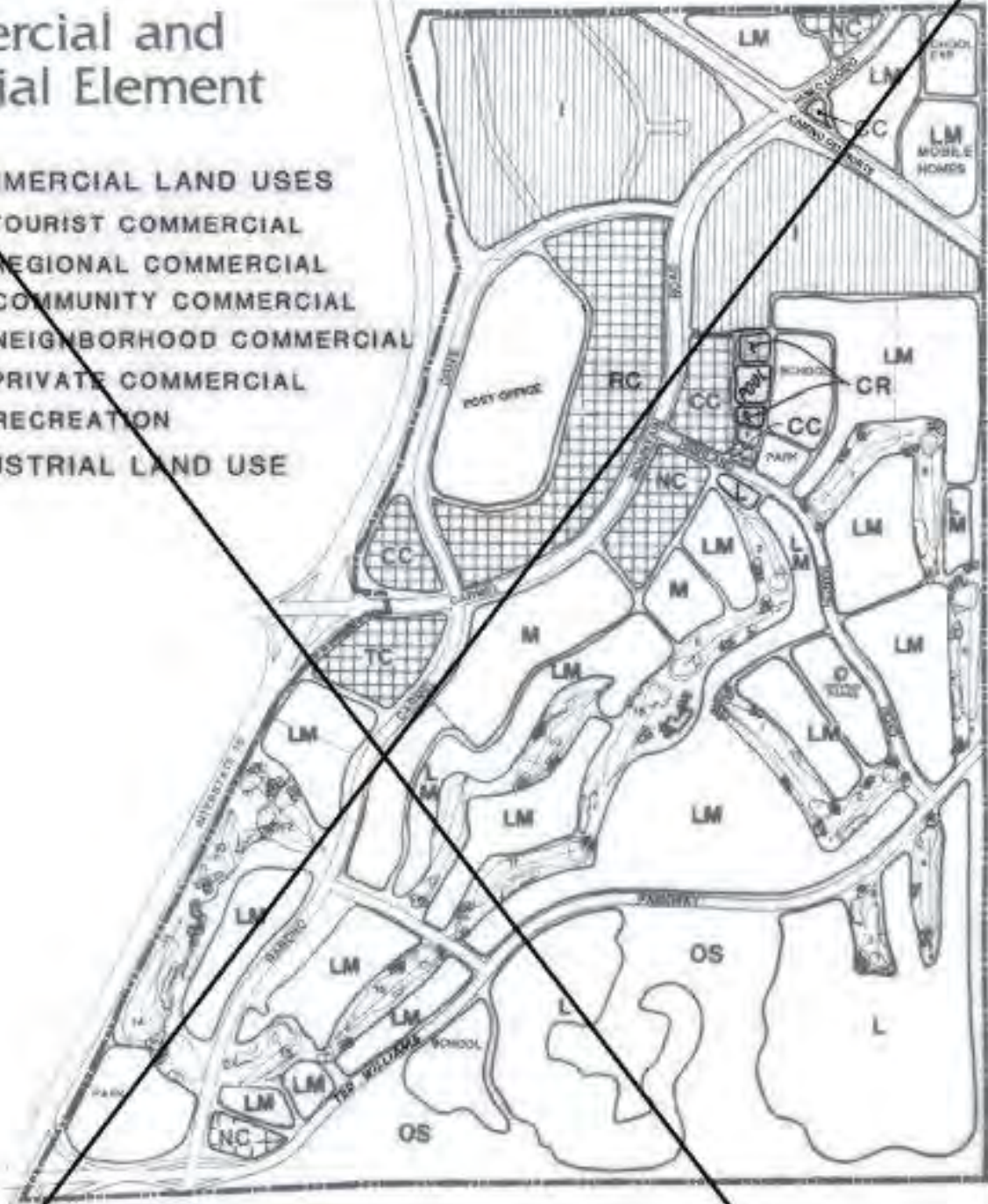




# Commercial and Industrial Element

-  COMMERCIAL LAND USES  
TC-TOURIST COMMERCIAL  
RC-REGIONAL COMMERCIAL  
CC-COMMUNITY COMMERCIAL  
NC-NEIGHBORHOOD COMMERCIAL  
CR-PRIVATE COMMERCIAL  
RECREATION
-  INDUSTRIAL LAND USE

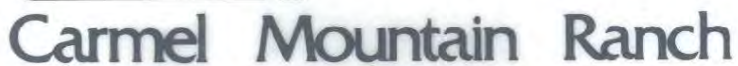
30-39



Carmel Mountain Ranch










# Housing Element

 RESIDENTIAL LAND USES



Carmel Mountain Ranch





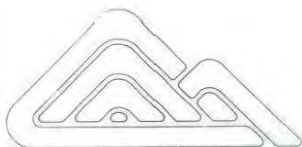
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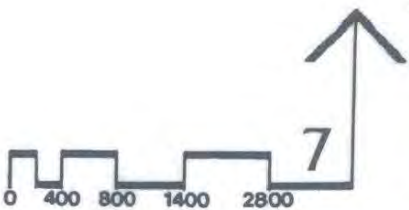
RESIDENTIAL LAND USES



0.46 Acres from Low Medium  
Density Residential 6-29 du/ac  
to  
Very High Residential 75-109 du/ac





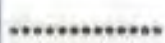


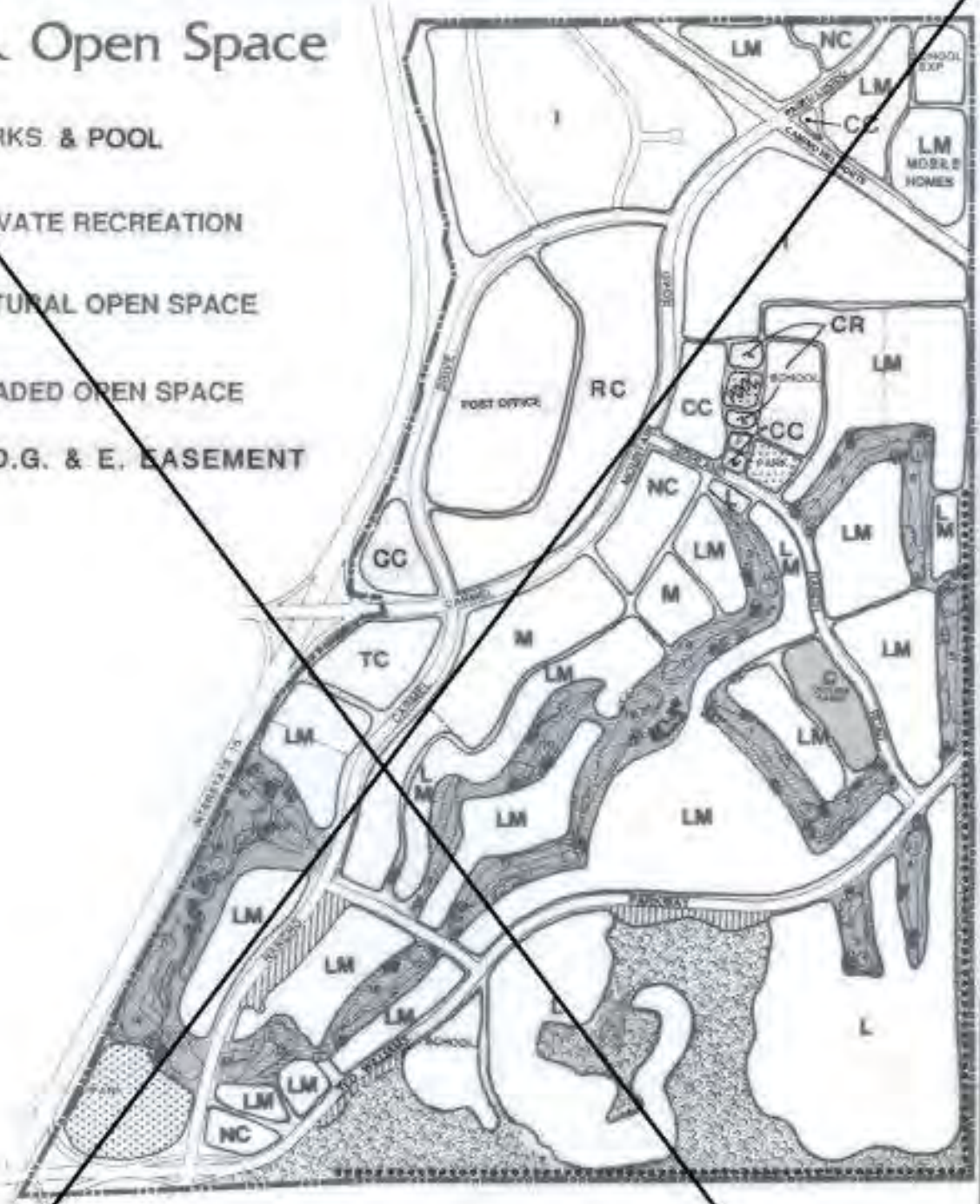
Carmel Mountain Ranch





# Parks & Open Space

-  PARKS & POOL
-  PRIVATE RECREATION
-  NATURAL OPEN SPACE
-  GRADED OPEN SPACE
-  S.D.G. & E. EASEMENT





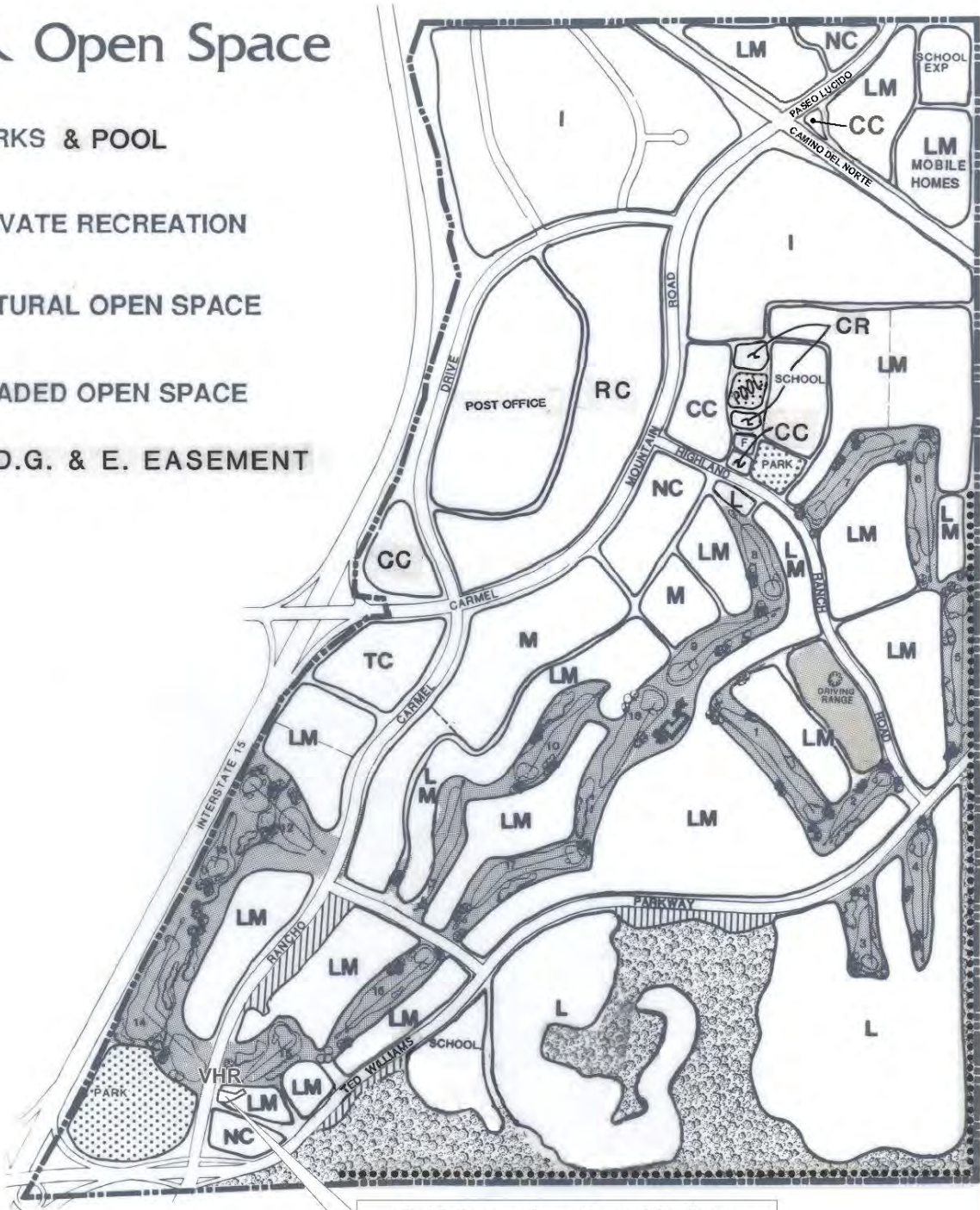
Carmel Mountain Ranch



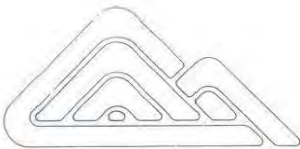


# Parks & Open Space

-  PARKS & POOL
-  PRIVATE RECREATION
-  NATURAL OPEN SPACE
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-  S.D.G. & E. EASEMENT



0.46 Acres from Low Medium  
Density Residential 6-29 du/ac  
to  
Very High Residential 75-109 du/ac



Carmel Mountain Ranch





# PUBLIC FACILITIES/ LAND USE

- L LOW DENSITY RESIDENTIAL
- LM LOW MEDIUM DENSITY RESIDENTIAL
- M MEDIUM DENSITY RESIDENTIAL
- I INDUSTRIAL
- RC REGIONAL COMMERCIAL
- CC COMMUNITY COMMERCIAL
- NC NEIGHBORHOOD COMMERCIAL
- CR PRIVATE COMMERCIAL RECREATION

- TC TOURIST/  
COMMERCIAL
- COMMUNITY  
FACILITIES  
SCHOOLS, LIBRARY,  
FIRE STATION, PARKS,  
POST OFFICE, POOL
- OS OPEN  
SPACE

- PARKS AND POOL
- LIBRARY
- F FIRE STATION
- POST OFFICE

S.D.G.& E. EASEMENT  
(no transmission lines  
currently in easement)



Carmel Mountain Ranch







9A



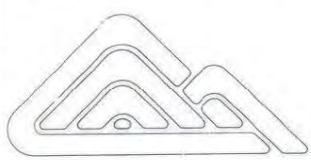
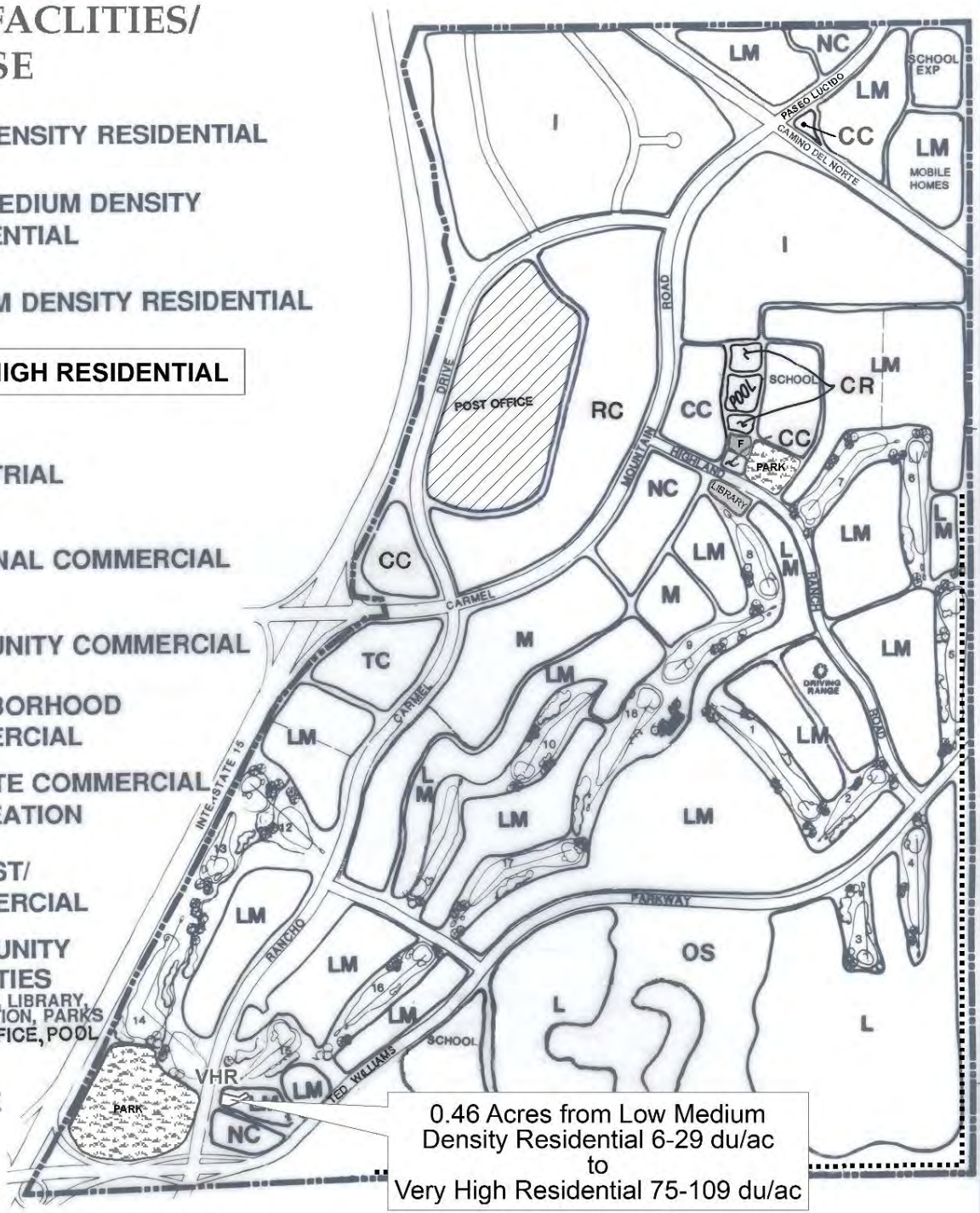
**PUBLIC FACILITIES/  
LAND USE**

- L    **LOW DENSITY RESIDENTIAL**
- LM    **LOW MEDIUM DENSITY RESIDENTIAL**
- M    **MEDIUM DENSITY RESIDENTIAL**
- VHR    **VERY HIGH RESIDENTIAL**

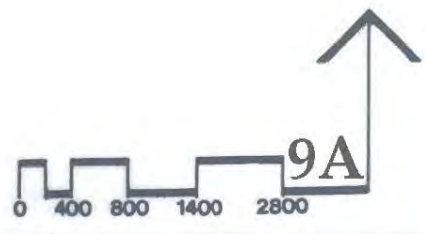
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- RC    **REGIONAL COMMERCIAL**
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- COMMUNITY FACILITIES**  
SCHOOLS, LIBRARY,  
FIRE STATION, PARKS  
POST OFFICE, POOL
- OS    **OPEN SPACE**

- |   |  |
|---|--|
|  <b>PARKS AND POOL</b> |  <b>LIBRARY</b>     |
|  <b>FIRE STATION</b>   |  <b>POST OFFICE</b> |

..... **S.D.G. & E. EASEMENT**  
(no transmission lines currently in easement)



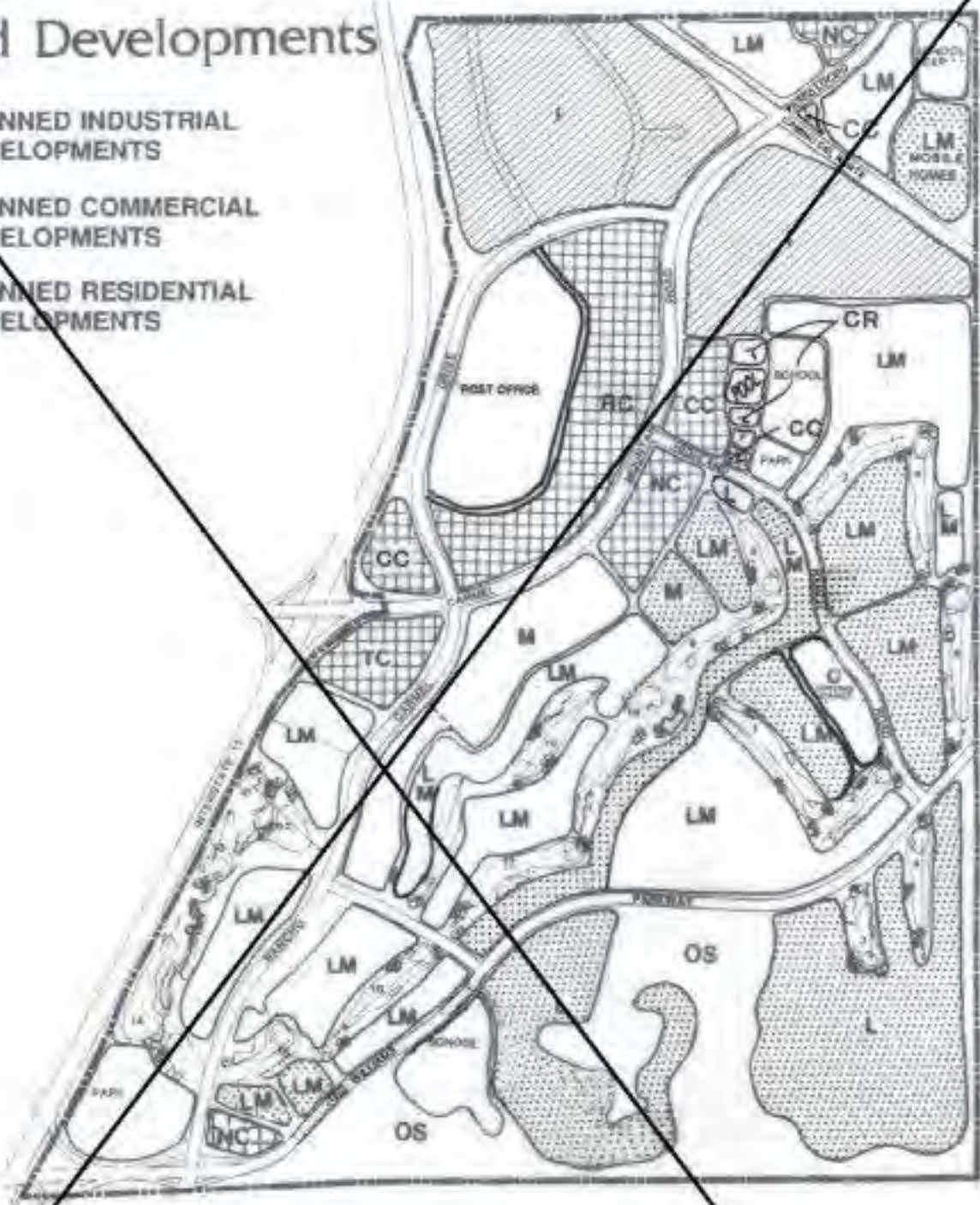
**Carmel Mountain Ranch**



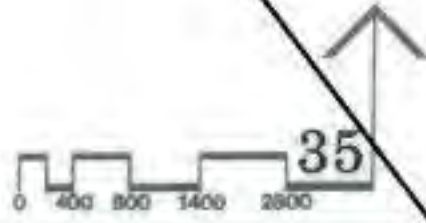


# Planned Developments

-  PLANNED INDUSTRIAL DEVELOPMENTS
-  PLANNED COMMERCIAL DEVELOPMENTS
-  PLANNED RESIDENTIAL DEVELOPMENTS



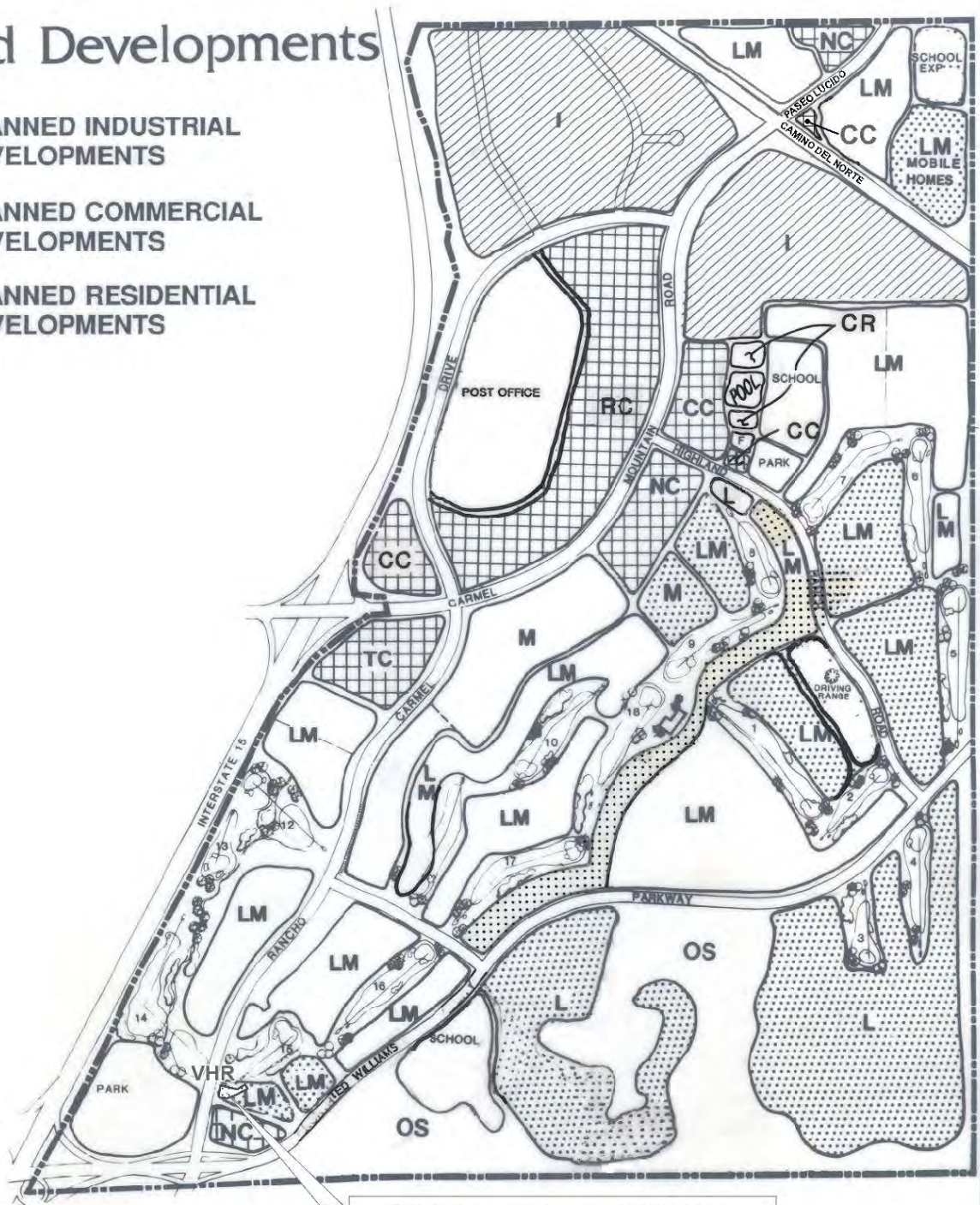
Carmel Mountain Ranch



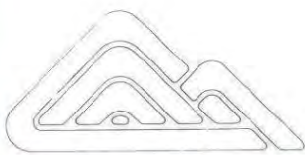


# Planned Developments

-  PLANNED INDUSTRIAL DEVELOPMENTS
-  PLANNED COMMERCIAL DEVELOPMENTS
-  PLANNED RESIDENTIAL DEVELOPMENTS



0.46 Acres from Low Medium  
Density Residential 6-29 du/ac  
to  
Very High Residential 75-109 du/ac



Carmel Mountain Ranch







THE CITY OF SAN DIEGO

City of San Diego  
Development Services  
1222 First Ave., MS-302  
San Diego, CA 92101

# Community Planning Committee Distribution Form Part 1

<b>Project Name:</b> Alante CPA PDP RZ		<b>Project Number:</b> 648597	<b>Distribution Date:</b> 6/10/2020
<b>Project Scope/Location:</b> <p>CARMEL MTN. RANCH (Process 5) Amendment to PCD 87-0639, and PDP, CPA &amp; Rezone to change density from low-med to very-high, and rezone from RM-1-2 to RM-4-10 at a site located at 10211 Rancho Carmel Drive. The project includes the construction of a four-story, 70,595 square-foot, 50 unit multi-family residential building over an existing two level parking structure. Of the 50 units, 15 units will be affordable for low to moderate income households. The 0.46-acre site is in the RM-1-2 Zone within the Carmel Mountain Ranch Community Plan area, and Council District 5.</p>			
<b>Applicant Name:</b> New Pointe Communities (Tyler Sandstrom)		<b>Applicant Phone Number:</b> (858) 451-8700	
<b>Project Manager:</b> Xavier Del Valle	<b>Phone Number:</b> (619) 557-7941	<b>Fax Number:</b> (619) 321-3200	<b>E-mail Address:</b> xdelvalle@sandiego.gov
<b>Project Issues (To be completed by Community Planning Committee for initial review):</b> <p>Key reasons the committee recommends denying this project as proposed include:</p> <ul style="list-style-type: none"> <li>(1) incompatibility with the community plan, especially height, bulk, and transition between surrounding areas.</li> <li>(2) The benefit of existing land use as a parking garage, especially as overflow parking for the recreation center that will have more use as the surrounding area develops.</li> <li>(3) The lack of walkability to grocery shopping, job centers, schools to align with the City of Villages strategy.</li> <li>(4) The lack of high-quality transit options. The Sabre Springs transit center is a park and ride designed for carpoolers and downtown workers with specific schedules. It does not offer a variety of routes and high frequency to meet the criteria for a Major Transit Stop that is needed to be designated as a TPA.</li> </ul> <p>The City-owned parking garage is a community asset that should not be sold for private development. The garage is still actively used as a park and ride and as overflow parking for the City-owned park and rec center across the street. As larger developments get built in the surrounding area, this parking resource will become even more important as the park and rec center gets more usage.</p> <p>The community understands the importance of more affordable housing and the City of Villages strategy. The CMR Community Plan includes 108 affordable housing units that are located near Rancho Bernardo High School. The City of Villages strategy is to focus growth into mixed-use activity centers that are pedestrian-friendly, centers of community, and linked to the regional transit system. We believe the best option within Carmel Mountain Ranch to meet the City's housing goals is the redevelopment of town center shopping centers along Carmel Mountain Road into mixed use. MTS route 20 runs down the Carmel Mountain Road and has many stops in Rancho Bernardo and Penasquitos, and other areas.</p> <p>ADDITIONAL PAGES ATTACHED - LETTER TO XAVIER DEL VALLE DATED 7/2/2020; LETTER TO SAN DIEGO PLANNING COMMISSION DATED 8/15/2019.</p>			
<b>Attach Additional Pages If Necessary.</b>		<b>Please return to:</b> <b>Project Management Division</b> <b>City of San Diego</b> <b>Development Services Department</b> <b>1222 First Avenue, MS 302</b> <b>San Diego, CA 92101</b>	
<p>Printed on recycled paper. Visit our web site at <a href="http://www.sandiego.gov/development-services">www.sandiego.gov/development-services</a>. Upon request, this information is available in alternative formats for persons with disabilities.</p>			



THE CITY OF SAN DIEGO

City of San Diego  
Development Services  
1222 First Ave., MS-302  
San Diego, CA 92101

## Community Planning Committee Distribution Form Part 2

<b>Project Name:</b> Alante CPA PDP RZ		<b>Project Number:</b> 648597		<b>Distribution Date:</b> 6/10/2020	
<b>Project Scope/Location:</b> CARMEL MTN. RANCH (Process 5) Amendment to PCD 87-0639, and PDP, CPA & Rezone to change density from low-med to very-high, and rezone from RM-1-2 to RM-4-10 at a site located at 10211 Rancho Carmel Drive. The project includes the construction of a four-story, 70,595 square-foot, 50 unit multi-family residential building over an existing two level parking structure. Of the 50 units, 15 units will be affordable for low to moderate income households. The 0.46-acre site is in the RM-1-2 Zone within the Carmel Mountain Ranch Community Plan area, and Council District 5.					
<b>Applicant Name:</b> New Pointe Communities (Tyler Sandstrom)			<b>Applicant Phone Number:</b> (858) 451-8700		
<b>Project Manager:</b> Xavier Del Valle		<b>Phone Number:</b> (619) 557-7941		<b>Fax Number:</b> (619) 321-3200	
				<b>E-mail Address:</b> xdelvalle@sandiego.gov	
<b>Committee Recommendations (To be completed for Initial Review):</b>					
<input type="checkbox"/> Vote to Approve		Members Yes		Members No	
				Members Abstain	
<input type="checkbox"/> Vote to Approve With Conditions Listed Below		Members Yes		Members No	
				Members Abstain	
<input type="checkbox"/> Vote to Approve With Non-Binding Recommendations Listed Below		Members Yes		Members No	
				Members Abstain	
<input checked="" type="checkbox"/> Vote to Deny		Members Yes 13		Members No 0	
				Members Abstain 0	
<input type="checkbox"/> No Action (Please specify, e.g., Need further information, Split vote, Lack of quorum, etc.)				<input type="checkbox"/> Continued	
<b>CONDITIONS:</b>					
<b>NAME:</b> Eric Edelman			<b>TITLE:</b> CMRSSCC - Chairperson		
<b>SIGNATURE:</b>			<b>DATE:</b> 7/2/2020		
Attach Additional Pages If Necessary.			Please return to: Project Management Division City of San Diego Development Services Department 1222 First Avenue, MS 302 San Diego, CA 92101		
Printed on recycled paper. Visit our web site at <a href="http://www.sandiego.gov/development-services">www.sandiego.gov/development-services</a> . Upon request, this information is available in alternative formats for persons with disabilities.					



August 15, 2019

Chairperson Peerson and Commission Members City of San Diego Planning Commission  
City of San Diego  
202 C Street, 5th Floor  
San Diego, CA 92101

**RE: General Plan & Carmel Mountain Ranch Community Plan Amendment Initiation Request:  
Alante, 10211 Rancho Carmel Drive, San Diego, CA 92128**

Dear Chairperson Peerson and Members of the Planning Commission:

This letter is written on behalf of the Carmel Mountain/Sabre Springs Community Committee (CMRCCSS) to provide a summary of the research and findings related to New Pointe Communities, Inc.'s Initiation Request for a General Plan & Community Plan Amendment related to their proposed new project, Alante.

#### Location and Legal

The project site is situated at 10211 Rancho Carmel Drive, at its intersection with Provencal Place (NE corner). The legal description of the site is Lot 18 of Map 12516; the Assessor's Parcel Number is 313-680-18-00.

#### Initiation Request Decision Criteria

Although applicants have the right to submit amendment requests to the City, not all requests merit study and consideration by City staff and the decision-makers. **The initiation process allows for the City to deny an application for amendment if it is clearly inconsistent with the major goals and policies of the General Plan.** (LU-26)

General Plan Land Use Policy LU-D.10 requires that the recommendation of approval or denial to the Planning Commission be based upon compliance with all of the three initiation criteria as follows:

- a) the amendment request appears to be consistent with the goals and policies of the General Plan and community plan and any community plan specific amendment criteria
- b) the proposed amendment provides additional public benefit to the community as compared to the existing land use designation, density/intensity range, plan policy or site design; and
- c) public facilities appear to be available to serve the proposed increase in density/intensity, or their provision will be addressed as a component of the amendment process.

#### Recommendation and Justification

On June 12, 2019, the CMRCCSS voted 11-1-1 to recommend **denial** of the Initiation Request because it **does not meet all of the three initiation criteria above.**

- a) **The request is not consistent with the goals and policies of the General Plan and community plan and any community plan specific amendment criteria.**
  - The City of Villages strategy is to focus growth into mixed-use activity centers that are pedestrian-friendly, centers of community, and linked to the regional transit system. (LU-6)
    - **The project is not mixed use and the site is not pedestrian friendly.**

- The nearest grocery store and major shopping center is approx. 1.3 miles away, which is not reasonable to walk or bike carrying food and supplies.
  - The MTS Sabre Springs/Penasquitos Transit Station located one-quarter mile south of the site serves as more of a park and ride than bus station. MTS bus routes are extremely limited: 235 (Downtown), 290 (Downtown), and 944 (Poway Walmart).
  - No PUSD schools are walkable and there is no bus service to schools. A car is needed.
  - The proposed project does not have adequate parking capacity for real-world car usage and there is no overflow street parking available. Ride share services are not a cost-effective alternative to owning a car. Online shopping uses excess packaging, which is not an environmentally friendly alternative to shopping in person with reusable bags.
- General Plan Land Use Policy LU-F states that it is **the City's practice to apply zoning that is consistent with community plan land use designations** to ensure their implementation. (LU-30)
  - Development of the site is controlled by Planned Commercial Development ("PCD") Permit No. 87-0639 and PCD No. 90-0687 Planning Director Amendment to PCD No. 87-0639 which contained various requirements. One of the requirements of the PCD was development of a park and ride facility by Owner. Many developers did not bid because of this constraint.
  - Attachment 3 of Staff Report PC-19-069 dated August 8, 2019 has an incorrect land use designation of low medium residential. The SANDAG parcel lookup tool has a land use designation of 4116 Park and Ride lot.  
(<https://gis.sandag.org/plt/ParcelRpt.aspx?APN=3136801800>)
  - Attachment 4 of Staff Report PC-19-069 dated August 8, 2019 is misleading. The R-2500 zoning (converted to R-1-2) from a pre-1988 plan should have been updated to a commercial zone when the PCD was put in place for consistency with land use.
  - On May 16, 1989, the City passed and adopted resolutions R-273490.pdf, R-273491.pdf, and R-273492.pdf approving Tentative Map No. 87-0639, subdividing a 16.5-acre site into 18 lots for a neighborhood commercial center and residential development (13.5 dwelling units per acre).
  - On Dec 11, 1989, resolutions R-274833.pdf, R-274834.pdf, and R-274835.pdf were adopted to finalize Map 11915, which became Map 12516 when it was recorded on December 13, 1989. (footnotes). Map 12516 states that Lots 1 through 16 are a planned residential development project, and lots 17, 18, and 19 are a planned commercial development project.
    - Lots 1 through 16 for Provencal. (9.9 acres)
    - Lot 18 for the parking structure. (0.46 acres)
    - Lots 17 and 19 for the Rancho Carmel Plaza (3.3 acres), which was further subdivided in Map 16747 on November 7, 1991.
- **The proposed zone of RM-4-10 (1 dwelling unit per 400 SF of lot area) is not consistent with Carmel Mountain Ranch** or any surrounding community, including Mira Mesa where the apartment towers along I-15 are on RM-1-1 (1 dwelling unit per 3,000 SF of lot area).
  - Medium Density Residential RM-2-5 (1 dwelling unit per 1,500 SF of lot area with different setbacks than RM-4-10) is the highest residential zoning in Carmel Mountain Ranch.
    - Carmel Landing/Carmel Summit apartments: 986 units on 52.1 acres
    - Jefferson apartments. 277 units on 10.8 acres.
  - Very High Density Residential zones like RM-4-10 are located in urban centers like University Town Center, Mission Valley, and Downtown. These communities have high rise commercial buildings, walkable shopping, jobs, and transit options. Carmel Mountain Ranch is a master planned suburb away from high rises and dense living.
- **No residential building in Carmel Mountain Ranch is taller than the 40 feet allowed by RM-2-5.**



- The project proposes a 70 foot building to accommodate 45 units on a .46 acre lot.
- The Design Compatibility section of the CMR Community Plan on page 83 states, “Carmel Mountain Ranch has a character resulting from its topography, vegetation and visual relationship of the area to its environs. Development of Carmel Mountain Ranch will seek to perpetuate and accentuate this character. The proposed landscape concept will reinforce this objective and provide a unifying theme throughout the community by the consistent use of the community tree palette, boulders and stone material. Strong design statements will be made in major areas of the community. Chicarita Creek and the Regional Center are highly visible from I-15. They will establish a community statement melding the urban with the open setting. The rise of the land beyond them will enable internal land uses to be a backdrop for the community. **The choice of building heights will be geared to the silhouette of the terrain: higher buildings are planned on lower ground, particularly within the Town Center area.**”

**b) The request does not provide additional public benefit to the community as compared to the existing land use designation, density/intensity range, plan policy or site design.**

- The parking structure has served the community for nearly 30 years as a park-and-ride and an overflow lot for the CMR Community Park, Rancho Carmel Plaza, and Provencal condos. Replacing this much needed parking with an apartment building is a detriment to the existing community and residents who live in it would not have sufficient parking. There is no available street parking within ¼ mile. The nearest street parking on Shoal Creek Drive is already packed with overflow from the Carmel Landing apartment.
- The CMRCCSS is not anti-development. We are open to sensible development that adds significant value to the community such as mixed-use development in the major shopping centers along Carmel Mountain Road that better fits with the City of Villages vision. The 15 income restricted units in this project proposal barely put a dent in the housing supply, yet significantly changes the traffic flow for the 162 units in Provencal and Rancho Carmel Plaza businesses that share the small cul-de-sac. The building also changes the visual characteristics of the community in a negative way as described in the design compatibility commentary above.
- The close proximity of the project to Provencal would block daylight and views for some Provencal residents directly impacting their quality of life and property values.

**c) Public facilities do not appear to be available to serve the proposed increase in density/intensity.**

There is not enough information in the request to determine if their provision will be addressed as a component of the amendment process.

- The infrastructure in CMR was built to support the master plan carefully designed in the 80s. For example, R-273491 included water and sewer requirements to build Provencal’s 162 units. **This project would increase load on infrastructure like water and sewer.**
- Despite having a transit center located within ¼ mile of the site, there is inadequate transit service for neighborhood as described above with the limited routes.
- The site is located adjacent to a very high-risk fire area. Placing 28% more units outside Provencal increases evacuation time and personal risk to all surrounding residents.

There has been long-standing citizen involvement in planning in the City of San Diego. The City Council adopted policies in the 1960s and 1970s that established and recognized community planning groups as formal mechanisms for community input in the land use decision-making processes. Community planning groups (CPG) provide citizens with an opportunity for involvement in advising the City Council,

the Planning Commission, and other decision-makers on development projects, general or community plan amendments, rezonings and public facilities. **The recommendations of the planning groups are integral components of the planning process, and are highly regarded by the City Council and by staff.**

Should the initiation request be approved despite the denial recommendation of the CMRSSCC, the project must address the following standard plan amendment issues prior to the Planning Commission decision at a public hearing related to: **level and diversity of community support**; appropriate size and boundary for the amendment site; provision of additional benefit to the community; implementation of major General Plan and community plan goals, especially as related to the vision, values and City of Villages strategy; and provision of public facilities. (LU-D.13)

The research and community feedback have already indicated this project is not compatible with this site and does not have community support. New Pointe has already expressed concern about the cost to get approvals which will impact the economic feasibility of this project. Again, CMRSSCC is not anti-development. We recognize the need for a variety of housing options. It needs to be done sensibly and align with real-world conditions.

### **Project Background and Commentary**

**(Based on Jun 21, 2018 and Feb 1, 2019 and Feb 6, 2019 Real Estate Assets Department Staff Reports)**

- In 1989, Carmel Mountain Ranch General Partnership (“Owner”) filed an application with the City of San Diego to develop a Planned Commercial Development, the Carmel Mountain Ranch Center located north of North City Parkway, east of Rancho Carmel Drive and south of Shadow Oaks Court in the Carmel Mountain Rancho community. **The City granted permission for the development by Owner pursuant to Planned Commercial Development (“PCD”) Permit No. 87-0639 and PCD No. 90-0687 Planning Director Amendment to PCD No. 87-0639 which contained various requirements. One of the requirements of the PCD was development of a park and ride facility by Owner.**
- The Owner constructed the development and then deeded the two-story parking structure (0.458 acres, approximately 19,950 square feet) property (“Property”) to the City in 1994. Caltrans utilized the Property as a Park and Ride pursuant to a Permit with the City from 1994 to 2015. Renovation of the nearby Sabre Springs/Penasquitos Transit Station at the intersection of Sabre Springs Parkway and Ted Williams Parkway rendered the Park and Ride facility unneeded and Caltrans terminated its Permit with the City in 2015.
- Council Policy 700-10 states that City owned properties may become available for sale if at least one of the following criteria has been met: 1) the property is not currently used by a City department or does not support a municipal function; 2) the property is vacant and has no foreseeable use by the City; 3) the property is a non-performing or under-performing asset and greater value can be generated by its sale; or 4) significant economic development opportunities can be generated by selling the property. The Property meets the criteria for sale per the Council Policy.
- In addition to customary marketing procedures including reaching out to thousands of investors, developers, and real estate professionals, Jones Lang LaSalle also contacted over 50 affordable housing developers to encourage them to submit offers to acquire the property at any price if the offer included development of affordable housing. **The general consensus from affordable housing developers was that the site was too small for affordable housing. In addition, the PCD must be amended to remove the parking structure requirement, which requires a process level three review.**



- The Property had been on the market for sale for over a year by a reputable global real estate brokerage firm. **Due to its small size, limiting conditions, and various unknowns regarding potential development, the Property has been unattractive to buyers.**
- Finally, the City solicited bids from known developers. Two buyers made offers in June 2018. One proposed 16 units using RM-1-2. The other proposed 45 units requiring a rezone.
- On July 11, 2018 Council authorized the sale of the former Rancho Carmel Park and Ride (R-311868 and R-311869). The potential buyer, New Pointe Investment 46, LLC, intends to build 45-48 residential units. The sale was conditioned as follows:
  - At least five units restricted at 60% AMI,
  - If buyer is able to re-zone the property to increase the number of residential units:
    - an additional five units must be restricted to 80% AMI,
    - and five units restricted to 120% AMI (for a total of 15 income restricted units).
- New Pointe presented their project proposal to a well-attended CMRSSCC meeting on November 8, 2018 and received significant unfavorable feedback from the local community. **An online petition started in December 2018 has approximately 700 signatures opposing the project. The most common reason is the project is not compatible with the small lot and location. The parking structure provides more community benefit than an apartment tower.**
- In January 2019, **New Pointe told the City they require certainty that their project is financially feasible if, in a future action, Council approves less than 45 units during buyer's re-zone process and requested the number of income restricted units be adjusted, depending on future Council authorization of number of units approved/not approved during a re-zone.**
- A presentation was created for the February 6, 2019 Land Use and Housing Committee summarizing the project and resolution request. **The item was returned to staff for further review. No action was taken by the Committee leaving the buyer with significant risk.**
  - Two Options if there is no re-zone. Property remains eligible for a 25% density bonus. New Pointe could build pay the in-lieu fee and build 8 market rate units onsite or build 8 market rate units and 2 income restricted units at 60% AMI.
  - Due to the high cost and length of time involved with processing a re-zone (potentially \$500,000 and 1-2 years), plus the cost to demolish the existing parking structure, New Pointe has stated it is not financially feasible to build 11 to 19 units.

### Summary

CMRCCSS voted 11-1-1 to recommend **denial of the Initiation Request** because it does not meet all of the three initiation criteria in LU-D.10.

- a) The request **is not consistent** with the goals and policies of the General Plan and community plan and any community plan specific amendment criteria.
- b) The request **does not provide** additional public benefit to the community as compared to the existing land use designation, density/intensity range, plan policy or site design.
- c) Public facilities **do not appear** to be available to serve the proposed increase in density/intensity. There is not enough information in the request to determine if their provision will be addressed as a component of the amendment process.

We respectfully ask the planning commission to consider the facts and characteristics of this project and deny the Initiation Request. Thank you for your time.

Respectfully Submitted on behalf of CMRSSCC,

Brian Hollandsworth (CMR Resident)

July 2, 2020

To: Xavier Del Valle, & whom it may concern

**Community Planning Committee Distribution Form Part 1 (additional pages)**

Project: Alante CPA PDP RZ

Project number: 648597

**On June 12, 2019, the Carmel Mountain Ranch/Sabre Springs Community Committee (CMRSSCC) voted 11-1-1 to recommend the Planning Commission deny New Pointe Communities, Inc.'s Initiation Request** for a General Plan & Community Plan Amendment related to their proposed new project, Alante. This recommendation was made after a careful evaluation of the project proposal against all of the three initiation criteria specified in General Plan Land Use Policy LU-D.10. A letter submitted to the Planning Commission on August 15, 2019 that contains a detailed explanation and supporting facts of why the proposed project did not meet the initiation criteria is included with this form.

**The Planning Commission voted to approve the initiation request without seeing any designs or information about the building size.** The affordable units and TPA were mentioned most often as the reasons for approval. **The areas noted for further study were the appropriate land use designations and zoning for the site; need for additional public services and facilities; and analysis of bulk and scale in relationship to existing development in the surrounding neighborhood.** Commissioners advised the applicant and community to work closely together on a design that can work for everyone.

The community met with Mr. Sandstrom on September 10, 2019 where he informed us the building footprint would be adjusted so it would reduce the blocking of the nearby Provencal units based on feedback shared by a community member at the initiation hearing. Other than that, he said he would only take community input on the style and color, which has no real impact on the bulk and scale. He was not willing to discuss anything with fewer than 45 units so there has not been a real opportunity for collaboration.

**A ~70 foot tower on .46 acres with 26 one bedroom units, 24 two bedrooms units, 58 parking spaces, no setbacks on the South or West sides, and very close proximity to the property line of existing condos on the Southeast side is not appropriate for this location.** To reinforce how difficult it is to fit 50 units on this lot, the applicant requested several variances including 0' setbacks, 63% lot coverage instead of 60%, and only providing 75 cubic feet of storage per unit for 24 out of 50 units instead of the 240 cubic foot minimum. Note the variance ask in the plans says 75 cubic feet for 16 units, but the storage schedules show 24 units. No amount of paint or texture will make these numbers work for potential tenants and neighbors in the real world.

**50 assigned parking spaces for 50 units is not practical given the geographic reality of this location.** The real estate web site Redfin assigns "Walk Scores" to property listings to help people understand the car dependence of a location. Units within the adjacent Provencal complex have a walk score of 36/100 with a note saying, **"This area is car dependent** — most errands require a car. Transit is available, with a few nearby public transportation options. There is a minimal amount of infrastructure for biking." The nearest grocery shopping is over a mile away with elevation changes. The nearest elementary school is over a mile walk with very steep elevation changes. Most job centers and business parks are not walkable or easily accessible by public transit.

Mr. Sandstrom has highlighted the benefits of having this project within a TPA. **Although the Sabre Springs transit station is circled on a planning map, it does not meet the Major Transit Stop criteria.** A



Major Transit Stop, as defined in Section 21064.3, means: “a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service of 15 minutes or less during the morning and afternoon peak commute periods.”

**The Sabre Springs Transit Center only has three bus routes with limited stops.** It is not practical to expect someone living in this location to rely solely on public transit. Some residents may not be able to afford to use ride-sharing services as an alternative on a regular basis.

- Bus Route 235: Downtown / Escondido. Roughly every 15 minutes during peak.
- Bus Route 290: Downtown / Rancho Bernardo. Ranging from 25 to 50 minutes apart
  - South depart: 5:07a, 5:52a, 6:42a, 7:32a, 8:17a.
  - North arrive: 3:35p, 4:05p, 4:56p, 5:40p, 6:05p.
- Bus Route 944: Sabre Springs / Poway. Roughly every 30 minutes during peak.

**The community understands the importance of more affordable housing and the City of Villages strategy.** The CMR Community Plan includes 108 affordable housing units that are located near Rancho Bernardo High School. The City of Villages strategy is to focus growth into mixed-use activity centers that are pedestrian-friendly, centers of community, and linked to the regional transit system. We believe the best option within Carmel Mountain Ranch to meet the City’s housing goals is the redevelopment of town center shopping centers along Carmel Mountain Road into mixed use. MTS route 20 runs down the street and stops frequently along the I-15 corridor.

The Planning Commission and the City Council will consider the factors as described in LU-D.10 and LU-D.13 in making a determination to approve or deny the proposed amendment during the public hearings. The reasons why this project does not align with LU-D.10 are explained in an accompanying letter. **LU-D.13 states that the project must address the following standard plan amendment issues prior to the Planning Commission decision at a public hearing related to:**

- a) level and diversity of community support;
- b) appropriate size and boundary for the amendment site;
- c) provision of additional benefit to the community;
- d) implementation of major General Plan and community plan goals, especially as related to the vision, values and City of Villages strategy;
- e) and provision of public facilities.

**a) Level and diversity of community support**

- Hundreds of community members, including business owners, have provided written and verbal testimony filled with facts to explain why this project as proposed is not a fit for this location.

**b) Appropriate size and boundary for the amendment site**

- **The proposed zone of RM-4-10 is not consistent with Carmel Mountain Ranch** or any surrounding community plans, including Mira Mesa where the towers along I-15 are on RM-1-1.
  - Medium Density Residential RM-2-5 is the highest residential zoning in Carmel Mountain Ranch, which allows buildings up to 40 feet.
    - Carmel Landing/Carmel Summit apartments has 986 units on 52.1 acres.
    - Jefferson apartments has 277 units on 10.8 acres.
  - Very High Density Residential zones like RM-4-10 are located in urban centers like University Town Center, Mission Valley, and Downtown. These communities have high rise commercial buildings, walkable shopping, jobs, and a variety of transit options.

- **The Design Compatibility** section of the CMR Community Plan on page 83 states, “Carmel Mountain Ranch has a character resulting from its topography, vegetation and visual relationship of the area to its environs. Development of Carmel Mountain Ranch will seek to perpetuate and accentuate this character. The proposed landscape concept will reinforce this objective and provide a unifying theme throughout the community by the consistent use of the community tree palette, boulders and stone material. Strong design statements will be made in major areas of the community. Chicarita Creek and the Regional Center are highly visible from I-15. They will establish a community statement melding the urban with the open setting. The rise of the land beyond them will enable internal land uses to be a backdrop for the community. The choice of building heights will be geared to the silhouette of the terrain: **higher buildings are planned on lower ground, particularly within the Town Center area.**”
  - The Southeastern portion of the property line runs directly against a Provencal unit's patio. The Provencal community has maintained the landscape in that area adjacent to the garage's concrete wall for nearly 30 years.
  - The rollup garage gate will cause traffic backups on Rancho Carmel Road and Provencal Place while drivers wait for the garage to open.
- c) **Provision of additional benefit to the community**
- **The City-owned parking garage is a community asset that should not be sold for private development.** The garage is successfully used as a park and ride and as overflow parking for the City-owned park and rec center across the street. As larger developments get built in the surrounding area, this parking resource will become even more important as the park and rec center gets more usage.
- d) **Implementation of major General Plan and community plan goals, especially as related to the vision, values and City of Villages strategy;**
- **The community understands the importance of more affordable housing and the City of Villages strategy.** The CMR Community Plan includes 108 affordable housing units that are located near Rancho Bernardo High School. The City of Villages strategy is to focus growth into mixed-use activity centers that are pedestrian-friendly, centers of community, and linked to the regional transit system. We believe the best option within Carmel Mountain Ranch to meet the City's housing goals is the redevelopment of town center shopping centers along Carmel Mountain Road into mixed use. MTS route 20 runs down Carmel Mountain Road and has many stops in Rancho Bernardo, Rancho Penasquitos, and other areas.
- e) **Provision of public facilities.**
- Despite the location of two fire stations, property insurance companies are cancelling people's home owner's policies because of the very high fire risk. Placing 50 units outside of Provencal's primary entrance and exit for 162 units increases the fire evacuation duration significantly.

### **Sale Authorization History**

In the July 10, 2018 City Council meeting to authorize the sale of the land, councilmembers asked many questions about what would happen if a rezoning was not approved. Mr. Sandstrom responded to one of Councilmember Alvarez's questions that he was committed to 5 affordable units regardless of rezoning and would be willing to do less than 45 and have 33% of the total units be affordable. He also told Councilmember Kersey that he believed 45 units could be built within 3 stories, not 4 as the proposal currently stands with 50 units.

Council passed Resolution 33868 authorizing the sale of the land. A rezoning is not guaranteed and was repeatedly called out as something that would be challenging.



- a) At least five of the units shall be restricted to Income Qualified Individuals with an income equal to or less than 60% of AMI and
- b) If buyer is able to re-zone the Property to increase the number of units, then an additional five units shall be restricted to 80% of AMI and an additional five units shall be restricted to 120% of AMI.

After receiving significant unfavorable feedback from the community about a 70 foot tower, Mr. Sandstrom worked with the Real Estate Department to try to have the resolutions modified to specify how many affordable units would be built depending on how many total units were approved. This proposal did not make it past staff, so the current resolution forced him not to consider any unit quantity under his 45 unit minimum to provide 15 affordable units.


For all the reasons stated in this letter and considering additional feedback community members have shared, this project as proposed is not a fit with the community plan. It's the wrong project in the wrong location. The community recommends the parking garage remain a community asset everyone can use. If development must occur, the community asks the City to compel the applicant to reduce the bulk and scale of the development to better fit with the surrounding community and provide realistic parking given the geographic reality of the location.

Sincerely,



Eric Edelman - CMRSSCC Chairperson

Brian Hollandsworth - CMRSSCC "Alante" Subcommittee Chairperson

	<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>
	October 2017		

**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 Walver ☒ Land Use Plan Amendment ☐ Other \_\_\_\_\_

**Project Title:** Alante **Project No. For City Use Only:** \_\_\_\_\_

**Project Address:** 10211 Rancho Carmel Drive, San Diego, CA

Future Ownership- New Pointe Investment 46, LLC

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

☐ Corporation ☒ Limited Liability -or- ☐ General - What State? CA Corporate Identification No. 201804310105

☐ 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: City of San Diego Real Estate Assets Dept. ☒ Owner ☐ Tenant/Lessee ☐ Successor Agency

Street Address: 202 C Street 1200 Third Ave, 17th Floor, San Diego

City: San Diego State: CA Zip: 92101

Phone No.: N/A 619-234-6079

Fax No.: N/A

Email: N/A mcarlson@sanidiegocounty.gov

Signature: [Signature] 7/7/2020

Date: May 20, 2019

Additional pages Attached: ☐ Yes ☒ No

**Applicant**

Name of Individual: New Pointe Communities ☐ Owner ☐ Tenant/Lessee ☒ Successor Agency

Street Address: 16880 W Bernardo Drive, Suite 110

City: San Diego State: CA Zip: 92127

Phone No.: (858) 415-8700

Fax No.: (858) 415-8701

Email: scsandstrom@newpointedevlop.com

Signature: [Signature]

Date: May 20, 2019

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

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 Upon request, this information is available in alternative formats for persons with disabilities.





## Project Conceptual – West View

Alante CPA/PDP/RZ

Project No. 648597 – 10211 Rancho Carmel Drive





## Project Conceptual – East View

Alante CPA/PDP/RZ

Project No. 648597 – 10211 Rancho Carmel Drive





## Project Conceptual – North View

Alante CPA/PDP/RZ

Project No. 648597 – 10211 Rancho Carmel Drive



Architects BP Associate  
Planning Design Architecture

11858 Bernardo Plaza Court #12  
San Diego California 92126  
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ABBREVIATIONS

ABV	above	EXH GR	exhaust air grill	LT	light	RAG	return air grill
AFF	above finished floor	EXP	expansion / exposed	LW	light weight	REV	reverse
ACOUS	acoustical	EJ	expansion joint	LWC	light weight concrete	ROW	right of way
ACT	acoustical ceiling tile	EXT	exterior	LR	living room	RD	roof drain
ADJ	adjacent			LUM	luminous	RR	roof rafter
AGGR	aggregate	FO	face of			RM	room
A/C	air conditioning	FOC	face of concrete	MB	machine bolt	RO	rough opening
ALT	alternate	FOM	face of masonry	MH	manhole		
ALUM	aluminum	FOS	face of stud	MFD	manufactured	SL	sawn lumber
AB	anchor bolt	FAM CTR	family center	ML	manufactured lumber	SCHED	schedule
APPROX	approximate	FIN	finish	MFR	manufacturer	SCRN	screen
ARCH	architectural	FF	finished floor	MBL	marble	SCP	scupper
AD	area drain	FIN GR	finish grade	MAS	masonry	SHTG	sheathing
ASPH	asphalt	FE	fire extinguisher	MO	masonry opening	SHT	sheet
AT	asphalt tile	FEC	fire extinguisher cabinet	M BA	master bath	SM	sheet metal
		FP	fireplace	M BR	master bedroom	S&P	shelf and pole
BA	bath	FX	fixed	MATL	material	SHT	shower
BM	beam	FXT	fixture	MAX	maximum	SIM	similar
BR	bearing	FWP	flat wall paint	MECH	mechanical	SH	single hung
BR	bedroom	FLR	floor	MC	medicine cabinet	SLDG	sliding
BLW	below	FD	floor drain	MED	medium	SGD	sliding glass door
BLK	block	FJ	floor joist	MEMB	membrane	SD	smoke detector / storm drain
BLKG	blocking	FMC	floor material change	MTL	metal	SC	solid core
BD	board	FLR SK	floor sink	MW	microwave	STC	sound transmission class
BOT	bottom	FLUOR	fluorescent	MID	middle	SPEC	specification / specified
BO	bottom of	FL	flush	MIN	minimum	SQ	square
BLDG	building	FT	foot / feet / fire treated	MISC	miscellaneous	SF	square foot / square feet
BUR	built up roof	FTG	footing	MT	mount	SSL	stainless steel
		FAU	forced air unit	MOV	movable	STD	standard
		FDTN	foundation			STL	steel
CAB	cabinet	FR DR	french door	NAT	natural	STOR	storage
CPT	carpet	FG	fuel gas	NOM	nominal	STRUCT	structural
CANTIL	cantilevered	FURR	furring	N	north	SAR	supply air register
CI	cast iron			NA	not applicable	SUSP	suspended / suspension
CB	catch basin			NIC	not in contract	SYMM	symmetrical
CLG	ceiling	GALV	galvanized	NTS	not to scale		
CJ	ceiling joist	GD	garbage disposal	NO	number	TEL	telephone
CEM	cement	GA	gauge			TEMP	tempered
CTR	center	GT	girder truss	OFF	office	TEXT	texture
CL	center line	GL	glass	OC	on center	THK	thickness
CT	ceramic tile	GLB	glue lam beam	OPNG	opening	T&G	top edge and groove
CLN	clean out	GR	grade	OPP	opposite	T&B	top and bottom
CLR	clear	GFCI	ground fault circuit interrupter	OPT	optional	TO	top of
CLO	closet	GYP BD	gypsum board	OSB	oriented strand board	TOA	top of arch
CW	cold water	GWB	gypsum wall board	O	over	TOC	top of concrete
COL	column			O/	over	TOD	top of drain
CONC	concrete	HCP	handicap	OH	over head	TOP	top of parapet
CMU	concrete masonry unit	HS	hard surface			TOW	top of wall
COND	condition	HDW	hardware	PT	paint	TC	trash compactor
CONSTR	construction	HDWD	hardwood	PG	paint grade	T	tread
CONT	continuous	HDR	header	PR	pair	TYP	typical
CONTR	contract	HTG	heating	PNLG	panelling		
CORR	corridor	HVAC	heating ventilation air condition	PAR	parapet	U/G	under group
CNTR	counter	HT	height	PART	part	U/S	under slab
		HD	hold down	P BD	particle board	UNO	unless noted otherwise
D	deck joist	HC	hollow core	PTN	partition	UR	urinal
DJ	deep/dryer	HM	hollow metal	PTPS	per top plate splice	UTIL	utility
DEMO	demolition	HORZ	horizontal	PERM	permanent		
DEPT	department	HP	heat pump	PLAS	plaster / plastic	VAR	varies
DET	detail	HB	hose bibb	PL	plate / property line	VTR	vent through roof
DIAG	diagonal	HWH	hot water heater	PLYWD	plywood	VTW	vent through wall
DIA	diameter	HR	hour	POC	point of connection	VERT	vertical
DIM	dimension			POL	polished	VEST	vestibule
DW	dishwasher	ID	identification	PT	post tension / pressure treated	VYL	vinyl
DR	door	INCL	include / including	PREFAB	prefabricated		
DBL	double	INSUL	insulation	PROP	property	WIC	walk in closet
DH	double hung	INT	interior			WSC	wainscot
DF	douglas fir / drinking fountain			QT	quarry tile	W	washer
DN	down	JAN	janitor			WC	water closet
DS	downspout	JT	joint	R	radius / riser	WP	waterproof
DWG	drawing	JST	joist	RWD	redwood	WT	weight
				RCP	reflected ceiling plan/ reinforced concrete pipe	WWF	welded wire fabric
				REF	refrigerator / reference	WWM	welded wire mesh
EA	each	KP	king post	REG	register	W	west
E	east	KT	kitchen	REIN	reinforced / reinforcement	WO	where occurs
EN	edge nailing	LB	lag bolt / pound	REQ	required	WDW	window
ELEC	electrical	LAM	laminated	RS	resawn	W/	with
EL	elevation	LANDSCP	landscape	RESIL	resilient	W/O	without
ELEV	elevator	LAU	laundry	RF	resilient flooring	WD	wood
EJT	end jack truss	LAV	lavatory				
EQ	equal	LH	left hand(ed)				
EXH	exhaust						

PROJECT DESCRIPTION

This project is located on the east portion of Rancho Carmel Drive at the intersection of Provencal Place in the Carmel Mountain Ranch neighborhood of San Diego, CA. The site is approximately 19,906 SF.

Currently on the site exists a 2 level park and ride parking structure that was built in 1991 that will be remain. The proposed project, a 50 unit residential development, will be built over top of the existing parking structure. The 50 apartments will include 35 market rate and 15 affordable units. A mixture of 1-bedroom and 2-bedroom units are distributed throughout the building levels 1 thru 4. The existing parking structure is located on the basement and ground floor level. The addition of an elevator will service the parking and residential levels. The ground floor level will house the residential lobby, leasing office, mail, delivery support, child transportation support, rideshare information, trash, motorcycle and bicycle storage, two handicapped parking spaces, and the existing standard and compact parking spaces. The basement level parking level will provide the existing standard and compact parking spaces, elevator generator room, electric utility room, motorcycle and bicycle storage. The first level residential level includes 13 units, a co-working space, with kitchenette, and a common open space terrace with BBQ. The second thru fourth levels contain residential units with an additional common space roof terrace on level 2. All levels contain additional storage units and private balconies.

The project is located within the Parking Standard Transit Priority Area, which requires zero parking spaces, however the existing parking structure will remain and provide 58 car spaces, 5 motorcycle spaces, and 22 bicycle spaces. The Transportation Amenity Requirement is 2 points, however this project is providing 8 points.

The project qualifies for 3 incentives. 1. North side setback which is 15'0", and the proposed North side setbacks are 0' and 8'. 2. Maximum Lot Coverage of 60% and the proposed Lot Coverage is 63%, to create architectural articulations and also to build over the existing parking structure. 3. Storage requirement for a dwelling unit is 240 cubic feet, and the proposed for 16 of 50 units will have the required storage space reduce to 75 cubic feet. The project needs a discretionary review for rezone, community plan amendment and PDP.

The proposed housing project is privately funded and is considered to be a private housing project.

PROJECT INFO / BUILDING ANALYSIS

SITE SUMMARY

Site Area (Approx)	19,906 SF		
Base Zone	RM 4-10		
Planned Community	CARMEL MOUNTAIN RANCH		
Overlay Zones	Airport Influence Area - MCAS Miramar		
	Fire Hazard Severity Zone	Transit Priority Area	
	Residential Tandem Parking Overlay	Steep Hillsides	
Geological Hazard Category	53		
Use	Existing: Park and Ride Facility	Multi-Family	
	Built in 1991	Residential	
		MIN/MAX	PROPOSED
Pre-Bonus Density	400 SF	50 DU	50 DU
Setback	North Side	15'	0'0" & 8'0"
	East Side	15'	15'
	South	0'	0'
	West	0'	0'
	Min Side/Rear	5'	5'
Structure Height		Unlimited	Varies 50'7"-76'6"
Floor Area Ratio	3.60		2.39
Gross Floor Area		71,662 SF	47,639 SF
Lot Coverage	60 %	11,944 SF	63% *
Storage Requirements	240 CF/DU	12,000 CF	13,255 CF**
Common Area			381 SF
Common Outdoor Open Space	25 SF/DU	1,250 SF	1,166 SF
			3,687 SF
			4,853 SF
Private Open Space	50 SF/DU	2,500 SF	3,628 SF
Refuse & Recyclable		192 (96/96) SF	207 SF

\* Requested Deviation #1 to reduce North side setback from 15' to 0' and 8' and Deviation #2 to increase Max Lot Coverage from 60% to 63%, in order to build over the existing parking structure and to create building articulations

\*\* Requested Deviation #3 to reduce Minimum Cubic feet from 240cf to 75cf for 16 units

STORAGE	# of Storage	CF of Storage
Full Size Lockers	34	11,365 CF
Over Car Lockers	25	1,890 CF
Total	59	13,255 CF

	# Bed / # Ba	Area	Total	Market	Low (60% & 80%)	Moderate (120% AMI)
Plan 1A	1BR/1BA	602 SF	62 SF	4 Units		
Plan 1B	1BR/1BA	585 SF	73 SF	18 Units		
Plan 2	1BR/1BA	624 SF	74 SF	4 Units		
Plan 3	2BR/2BA	823 SF	74 SF	4 Units		
Plan 4	2BR/2BA	872 SF	60 SF	4 Units		
Plan 5	2BR/2BA	906 SF	72 SF	16 Units		
Total			50 Units	35 Units	5 & 5 Units	5 Units

	Building Floor Area (include ext walls)	Outdoor Open Space					
	Garage	Common	Residential	Storage	GFA	Private	Common
Basement	9,136 SF	634 SF		350 SF	10,361 SF**		
Ground	9,602 SF	1,167 SF		177 SF	12,594 SF**		
First		2,238 SF	9,150 SF	244 SF	12,196 SF	1,007 SF	785 SF
Second		1,889 SF	9,150 SF	244 SF	11,814 SF	924 SF	381 SF
Third		1,886 SF	9,208 SF	244 SF	11,814 SF	849 SF	
Fourth		1,886 SF	9,208 SF	244 SF	11,814 SF	849 SF	
Total	9,602 SF	9,700 SF	36,717 SF	1,502 SF	47,639 SF	3,628 SF	1,166 SF

\*\* Not Included in Total GFA

Total Building Floor Area	70,595 SF
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TRANSPORTATION AMENITY REQUIREMENT

Required	2 points	
Provided	Transit and Rideshare Information	1 points
	Delivery Support	1 points
	Child Transportation Storage	1 points
	Micro Mobility 10%	3 points
	Co-Working Space	2 points
Total	8 points	

FAR, DENSITY BONUS, & INCENTIVE CALCULATION

Total Building Area	47,639 SF	
Lot Size (Approx)	19,906 SF	
Building FAR	2.39	
Base Zone	RM 4-10	
Base Allowable FAR	3.60	
Residential Mixed Use Bonus		
Underground Parking Bonus		
Allowable FAR	3.60	
Allowable Building Area	71,662 SF	
Base Allowable Density (1DU/SF)	400 SF	
Allowable DU's Pre-bonus	50 DU	
	Low (60 & 80% AMI)	Moderate (120% AMI)
Low Income (LI) DUs	10	
Moderate Income (MI) DUs		5
Percentage of LI & MI DUs	20%	10%
Market Rate (Base) DUs		35 DU
Density Bonus & Incentives	Low (60 & 80% AMI)	Moderate (120% AMI)
Density Bonus	35.00 %	5.00 %
Allowable DUs Post-bonus	17.5 DU	2.5 DU
Incentives	2	1
Allowable Number of Incentives		3

Requested Incentives

- Setbacks on North Side
- Lot Coverage
- Storage

PARKING CALCULATION

BICYCLE SPACES (RESIDENTIAL)		
1 Bedroom Dwelling Units	1 points	26
2 Bedroom Dwelling Units	1 points	24
Child Spaces / 1BR Dwelling Unit	1 points	0.4
Bicycle Spaces / 2BR Dwelling Unit	3 points	0.5
Total Required Bicycle Spaces (Residential)	2 points	22
Provided Bicycle Spaces	8 points	22

MOTORCYCLE SPACES (RESIDENTIAL)

1 Bedroom Dwelling Units	26
2 Bedroom Dwelling Units	24
Motorcycle Spaces / Unit	0.1
Total Required Motorcycle Spaces	5
Provided Motorcycle Spaces	5

VEHICLE SPACES (TPA-RESIDENTIAL)

per Table 143-05C

1 Bedroom Dwelling Units	26	
2 Bedroom Dwelling Units	24	
Total Required Vehicle Spaces (Residential)	0	
Provided Standard Spaces	24	
Provided Compact Spaces	53.4%	31

Required EV Spaces

2

Required ADA Spaces

0

Required Van ADA Spaces

1

Provided EV Spaces

2

Provided Van ADA Spaces

1

Total Required Vehicle Spaces (Van ADA & EV)


3

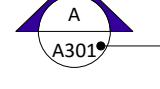
Total Provided Vehicle Spaces

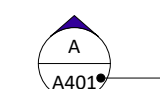
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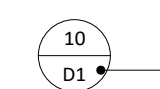
GRAPHIC LEGEND


GENERAL

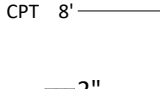
 revision mark

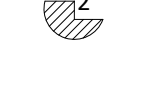
 building section mark

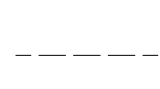
 sheet number reference

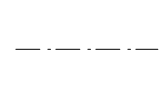
 elevation mark


 sheet number reference


 elevation mark


 sheet number reference

 space name/number

 floor finish / ceiling height

 change in elevation


 optional line - noted in italics


 hidden line


 center line


 break line


ELECTRICAL


 duplex wall receptacle (110V typ)


 duplex wall receptacle, 1/2 switched


 duplex wall receptacle, GFCI


 waterproof duplex wall receptacle,GFCI


 floor outlet (110V typ)


 fourplex wall receptacle (110V typ)


 220V (or 208V 3-phase) wall receptacle


 duplex ceiling receptacle


 single-pole, double throw switch


 3-way switch


 4-way switch


 dimmer


 photoelectric switch


 vacancy sensor

 hanging light fixture (w/ blocking to support 100lb)

 surface mounted ceiling light fixture


 surface mounted porcelain socket w/ pull-chain


 surface mounted fluorescent light fixture


 recessed ceiling light fixture


 recessed wall-washer light fixture


MECHANICAL / PLUMBING


 recessed fluorescent light fixture


 motion detected light fixture


 wall bracket light fixture


 wall bracket light fixture - photo reactive


 ceiling track light fixture


 undercabinet light fixture


 fluorescent light fixture


 junction box (weatherproof when noted WP)


 heat lamp


 floor light fixture


 chimes


 door bell


 smoke detector - direct wire to panel


 carbon monoxide detector

 telephone outlet


 television outlet


 garage door opener


 electrical service main panel


 internally illuminated address numbers legible from the street, low voltage type


 ceiling fan


 air duct (in cross-section)


 thermostat


 ceiling return air grille


 wall return air grille


 type "B" vent through roof (VTR)


 exhaust fan vented to exterior

 whole house exhaust fan, Broan S5QTXE w/ smart sensor control or equal, 6" min duct

 humidistat fan, Broan QTXXE110S humidity sensing or equal, 6" min duct

 recessed exhaust fan and light fixture

 range hood with exhaust fan and light

 fuel gas supply with shutoff valve

 loose (log lighter) key valve w/ shutoff

 hose bib

 ice maker line w/ shutoff valve

 hot water heater

 gas meter

 dryer vent through roof

 shower head



TITLE REPORT EXCEPTIONS

ITEMS A, B AND C REFER TO TAXES.

- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: DEVELOPMENT AGREEMENT  
RECORDING DATE: DECEMBER 10, 1985  
RECORDING NO: 85-464528 OF OFFICIAL RECORDS  
  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: AGREEMENT  
RECORDING DATE: OCTOBER 2, 1986  
RECORDING NO: 86-0444101 OF OFFICIAL RECORDS  
  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: AGREEMENT AFFECTING INTEREST IN REAL PROPERTY  
RECORDING DATE: JULY 17, 1987  
RECORDING NO: 87-402445 OF OFFICIAL RECORDS  
  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: PLANNING DIRECTOR RESOLUTION NO. 7874 GRANTING PLANNED COMMERCIAL DEVELOPMENT  
PERMIT NO. 87-0639  
RECORDING DATE: AUGUST 31, 1989  
RECORDING NO: 89-0468615 OF OFFICIAL RECORDS  
  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.  
MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: PLANNED COMMERCIAL DEVELOPMENT PERMIT NO. 90-0687 AMENDMENT TO PCO  
PERMIT NO. 87-0639  
RECORDING DATE: APRIL 3, 1991  
RECORDING NO: 91-0149849 OF OFFICIAL RECORDS  
  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
- COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT.  
RECORDING DATE: MAY 24, 1984  
RECORDING NO: 84-195381 OF OFFICIAL RECORDS  
  
SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.  
  
SAID INSTRUMENT ALSO PROVIDES FOR THE LEVY OF ASSESSMENTS, THE LIEN OF WHICH IS STATED TO BE SUBORDINATE TO THE LIEN OF CERTAIN MORTGAGES OR DEEDS OF TRUST MADE IN GOOD FAITH AND FOR VALUE.  
  
MODIFICATION(S) OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS RECORDING DATE: APRIL 30, 1990 RECORDING NO: 90-231269 OF OFFICIAL RECORDS
- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: DECLARATION AND AGREEMENT  
RECORDING DATE: APRIL 30, 1990  
RECORDING NO: 90-231271 OF OFFICIAL RECORDS  
  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
- ANY RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN INSPECTION OR SURVEY  
(A) A SIDEWALK ENCROACHMENT APPROXIMATELY 4.40 FEET WITHIN THE SOUTHEASTERLY BOUNDARY OF LOT 18.  
(B) AN IRON FENCE ENCROACHMENT APPROXIMATELY 1.50 FEET TO 6.0 FEET WITHIN THE SOUTHEASTERLY BOUNDARY OF LOT 18.  
(C) THOSE CERTAIN EXISTING FLAGPOLES WITHIN THE SOUTHEASTERLY
- AGREEMENT RELATING TO THE INSTALLATION, MAINTENANCE AND POSSIBLE REMOVAL OF ITEM TO BE INSTALLED, MAINTAINED OR REMOVED AS SET FORTH BELOW:  
BETWEEN: CITY OF SAN DIEGO  
AND: JOHN W. CHAMBERLAIN, OWNER  
RECORDING DATE: APRIL 7, 1992  
RECORDING NO: 92-0198528 OF OFFICIAL RECORDS
- WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS.
- MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION AND/OR BY A CORRECT ALTA/ACSM LAND TITLE SURVEY OF SAID LAND THAT IS SATISFACTORY TO THE COMPANY, AND/OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.
- ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 18 OF RESUBDIVISION OF CARMEL MOUNTAIN RANCH UNITS 4 AND 36, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12516, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 13, 1989.

APN: 313-680-18

# ALTA/ACSM LAND TITLE SURVEY

## ALANTE CONDOMINIUMS PROPERTY

### CITY OF SAN DIEGO, CALIFORNIA

SURVEYOR'S CERTIFICATE

NEW POINTE COMMUNITIES, INC. AND CHICAGO TITLE COMPANY, AS TITLE COMPANY. THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND DOES NOT INCLUDE ANY ITEMS OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 14, 2019.

DOUGLAS B. STROUP  
P.L.S. NO. 8553  
5/23/19  
DATELEGEND

- INDICATES ALTA BOUNDARY AND PROPERTY COVERED IN PRELIMINARY TITLE REPORT ISSUED BY CHICAGO TITLE COMPANY AS ORDER NUMBER 00109657-993-S02-CFU DATED MAY 14, 2019.
- INDICATES MONUMENT AS NOTED.
- INDICATES FOUND LEAD & DISK STAMPED "R.C.E. 13177" PER MAP NO. 11915, ON A 7.00' OFFSET.
- INDICATES FOUND LEAD & DISK STAMPED "L.S. 5694" PER PARCEL MAP NO. 16747, ON A 7.00' OFFSET.
- INDICATES RECORD DATA PER 12516, UNLESS OTHERWISE NOTED.
- INDICATES RADIAL BEARING.
- SFNF INDICATES SEARCHED FOR, NOT FOUND.

TOPOGRAPHY NOTE

THE TOPOGRAPHIC MAPPING USED FOR THIS SURVEY IS BASED ON A FIELD SURVEY PERFORMED BY HUNSAKER &amp; ASSOC. TOGETHER WITH AERIAL TOPOGRAPHY PRODUCED BY RJ LUNG PER FLIGHT OF JUNE 21, 2018.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS '83 CALIFORNIA, ZONE 6, EPOCH 1991.35 TRAVERSE MEASUREMENTS TO POINT "A" AND "B" ARE ESTABLISHED FROM GPS STATION 105 AND GPS STATION 106 PER ROS 14492. THE BEARING BETWEEN POINT "A" TO "B" IS N22°53'00"E.

QUOTED BEARINGS FROM REFERENCE MAPS OR DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

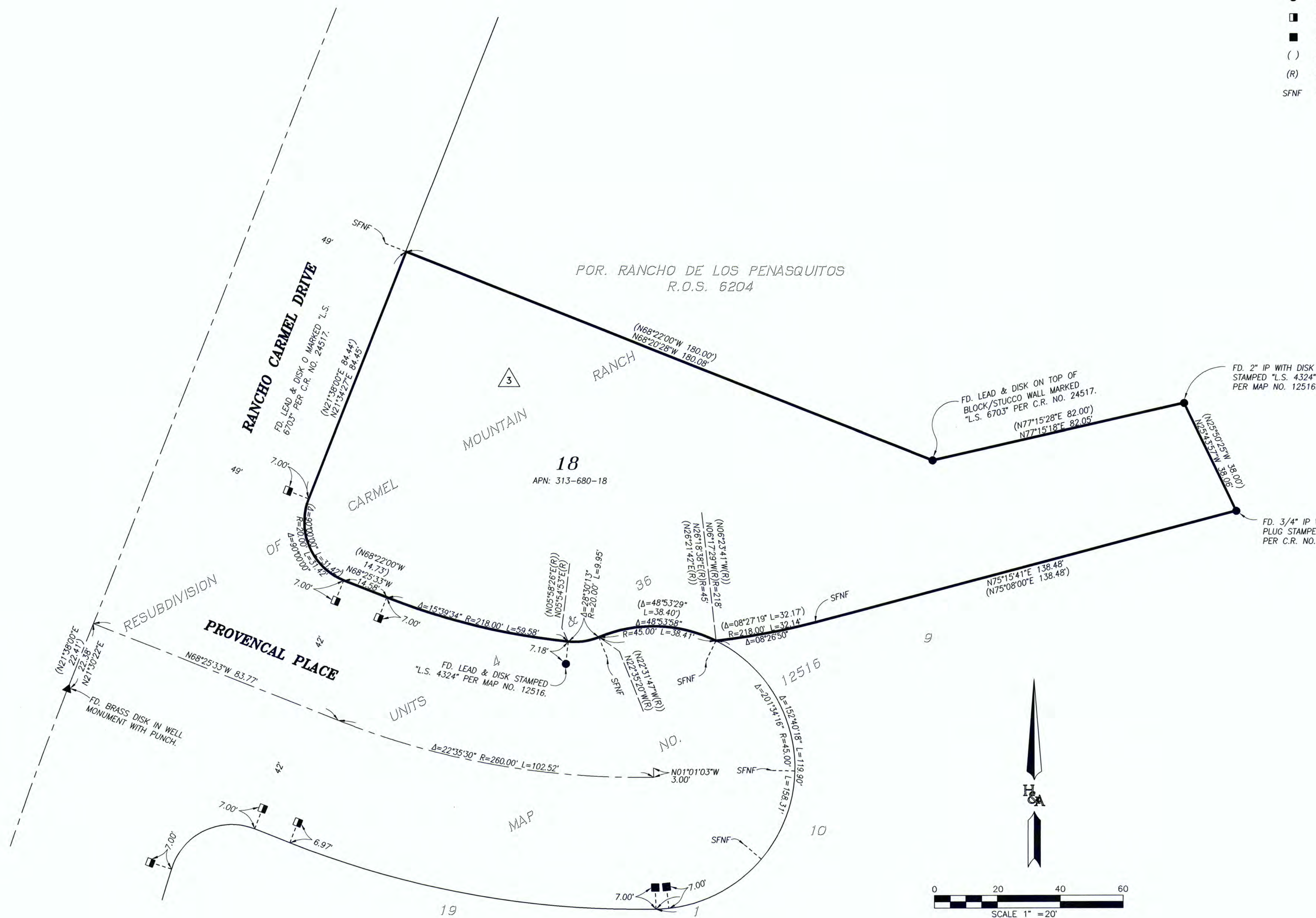
ALL DISTANCES SHOWN HEREON ARE GROUND, UNLESS OTHERWISE NOTED.

THE COMBINED SCALE FACTOR AT STATION "A" IS 0.999943714.  
GRID DISTANCE = GROUND DISTANCE x COMBINED SCALE FACTOR. ELEVATION AT POINT "A" IS 708.43' NGVD29.ASSESSOR'S PARCEL NUMBER

APN: 313-680-18

TITLE REPORT

THIS SURVEY IS BASED ON A PRELIMINARY TITLE REPORT ISSUED BY CHICAGO TITLE COMPANY AS ORDER NUMBER 00109657-993-S02-CFU DATED MAY 14, 2019.

PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH(858)558-4500 FX(858)558-1414

R:\1582\Map\ALTA\ALANTE CONDOMINIUMS SHT 01.dwg]May-23-2019:12:34 W.O. 2606-0045

ORIGINAL SURVEY: 05-14-2019  
W.O. No. 2606-0045



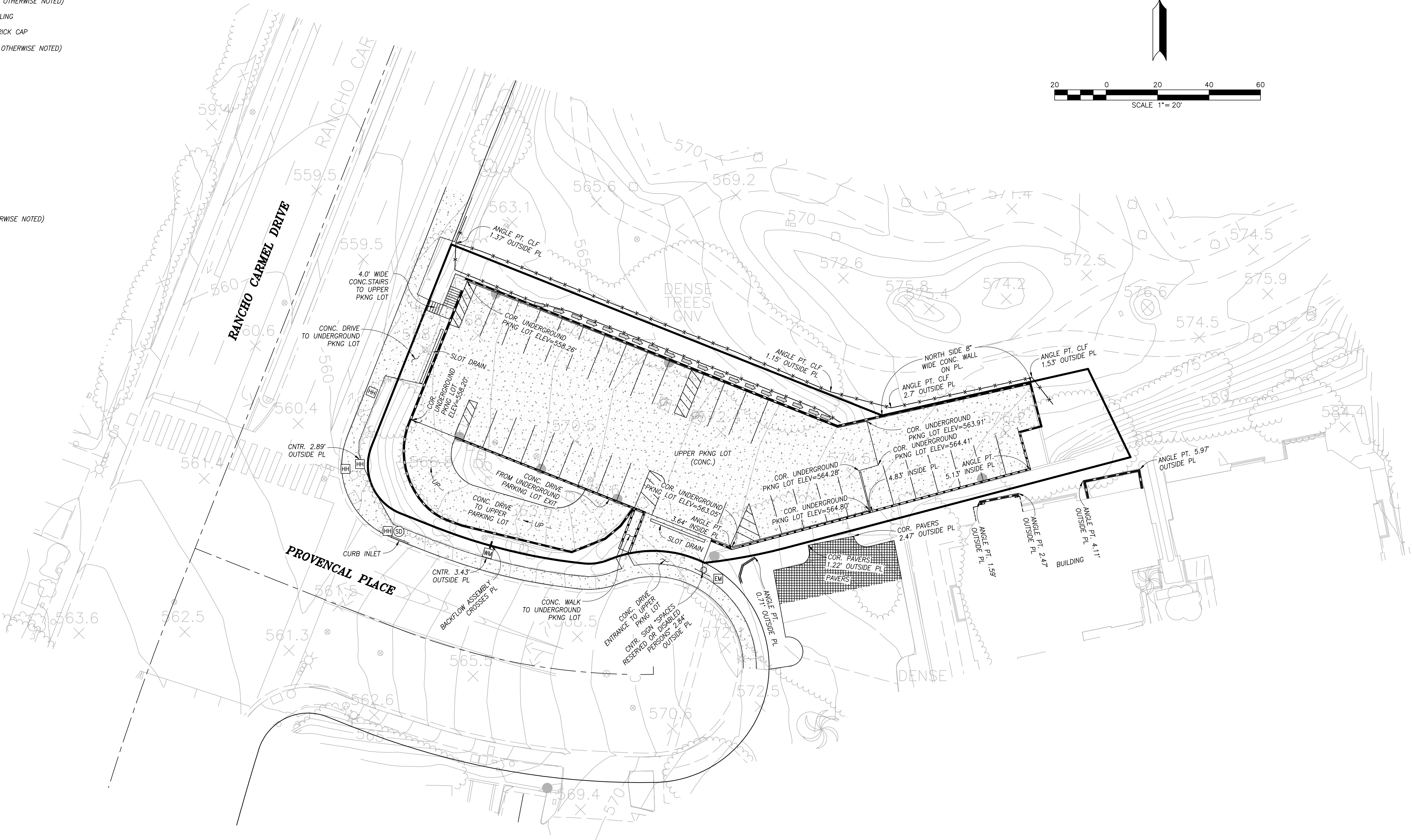
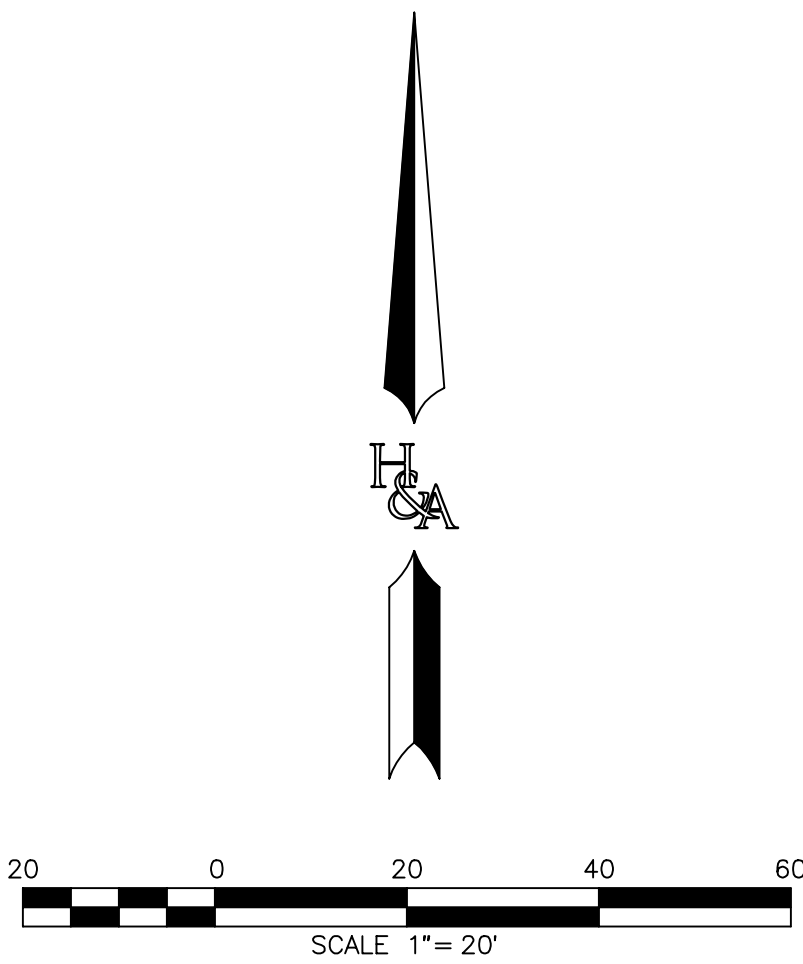
# ALTA/ACSM LAND TITLE SURVEY

## ALANTE CONDOMINIUMS PROPERTY

### CITY OF SAN DIEGO, CALIFORNIA

#### LEGEND (THIS SHEET)

	INDICATES ALTA SURVEY BOUNDARY
	INDICATES 8" CONCRETE WALL (UNLESS OTHERWISE NOTED)
	INDICATES 8" CONCRETE WALL WITH RAILING
	INDICATES 10" RETAINING WALL WITH BRICK CAP
	INDICATES CHAIN LINK FENCE (UNLESS OTHERWISE NOTED)
	INDICATES CONCRETE
CLF	INDICATES CHAIN LINK FENCE
CNTR.	INDICATES CENTER
PKNG	INDICATES PARKING
PL	INDICATES PROPERTY LINE
EM	INDICATES ELECTRIC METER
WM	INDICATES WATER METER
HH	INDICATES HAND HOLE
SD	INDICATES STORMDRAIN MANHOLE
	INDICATES 2' WIDE BROW DITCH
	INDICATES TRAFFIC SIGN (UNLESS OTHERWISE NOTED)

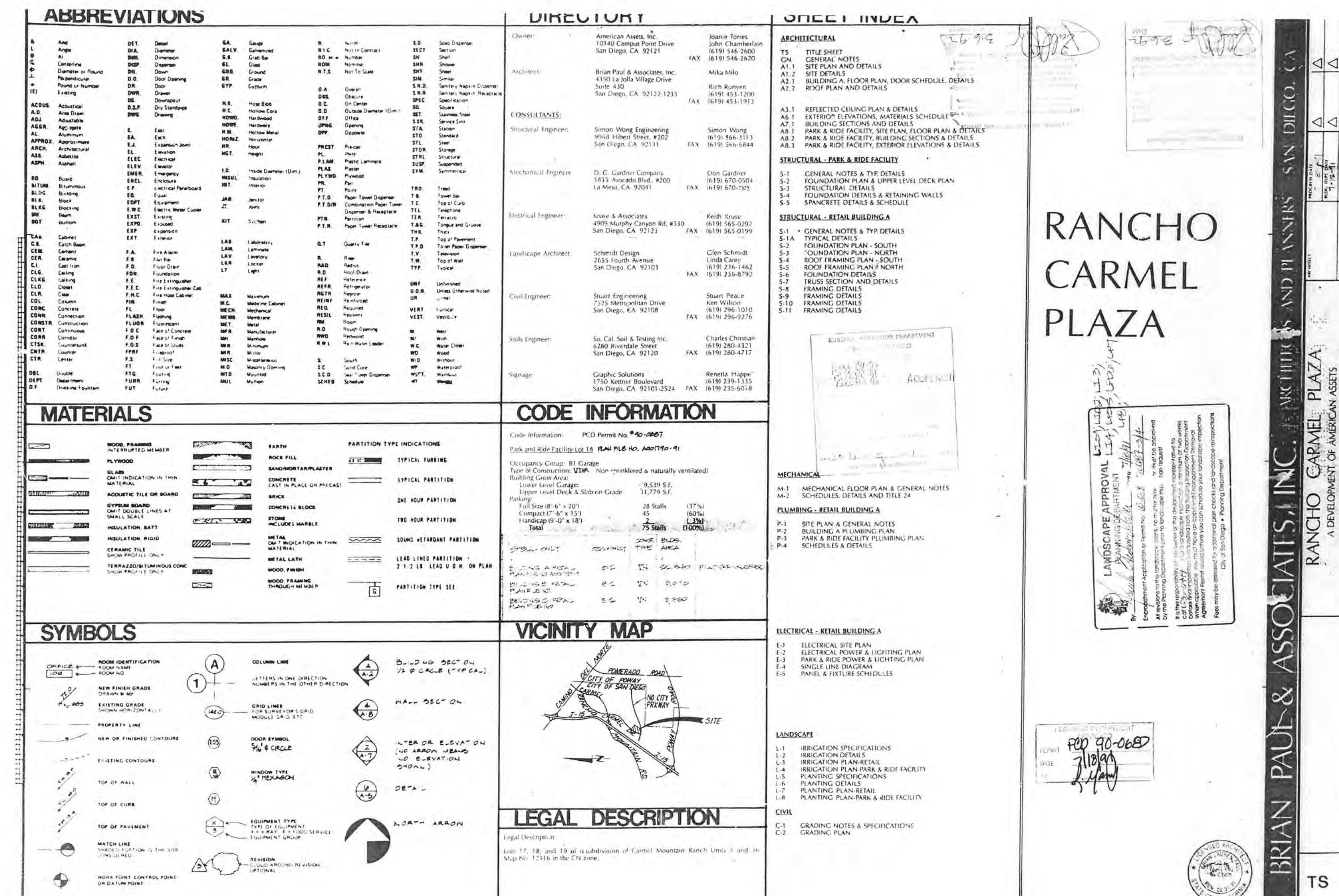


PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH(858)558-4500 • FX(858)558-1414

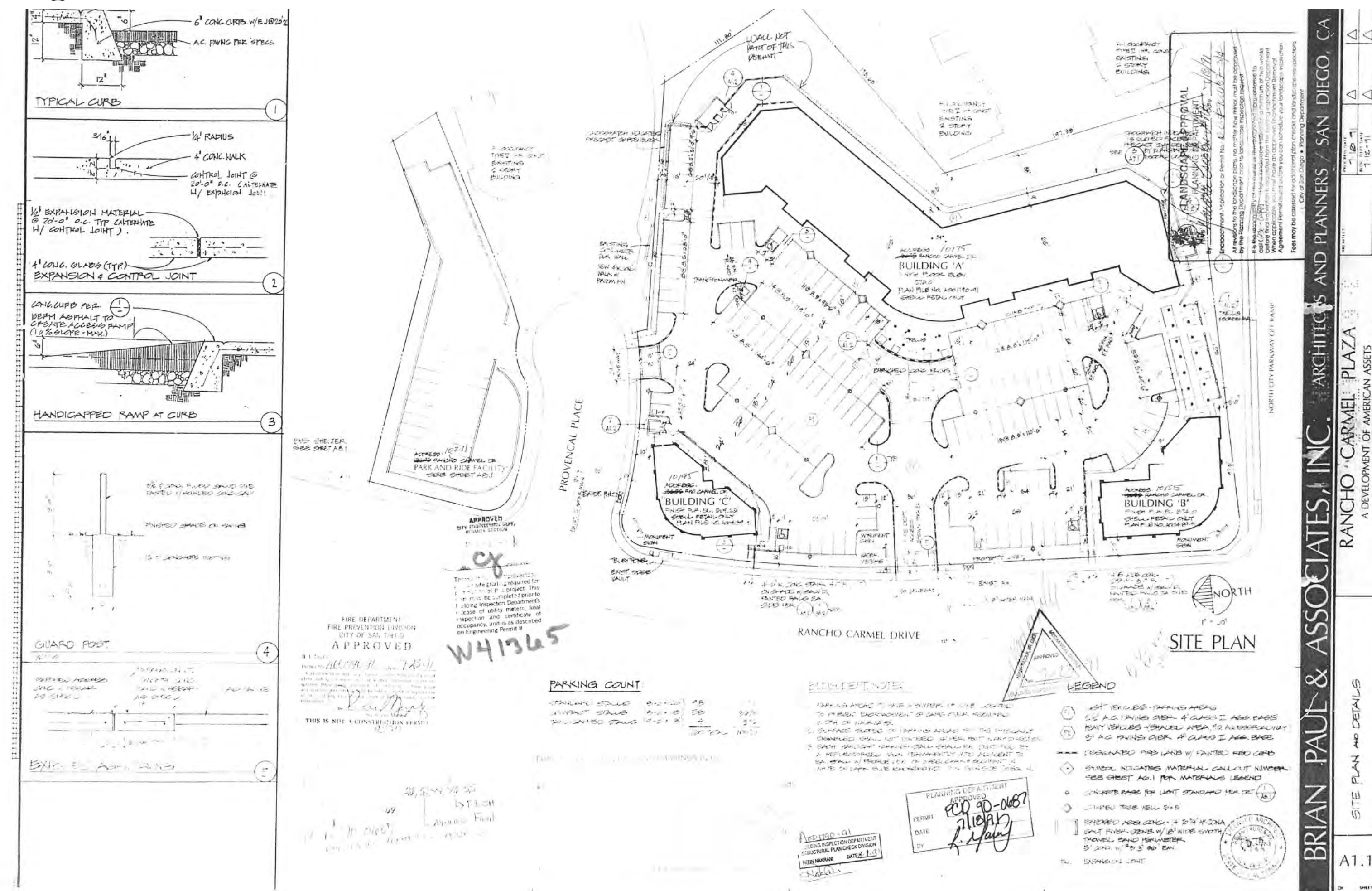
R:\1582\Map\ALTA\AL ALANTE CONDOMINIUMS SH 02.dwg[May-23-2019:12:51 W.O. 2606-0045

ORIGINAL SURVEY: 05-14-2019  
W.O. No. 2606-0045





**1**  
A010  
**TITLE SHEET - EXISTING PARKING GARAGE**  
Scale: NTS







Architects BP Associates  
Planning Design Architecture

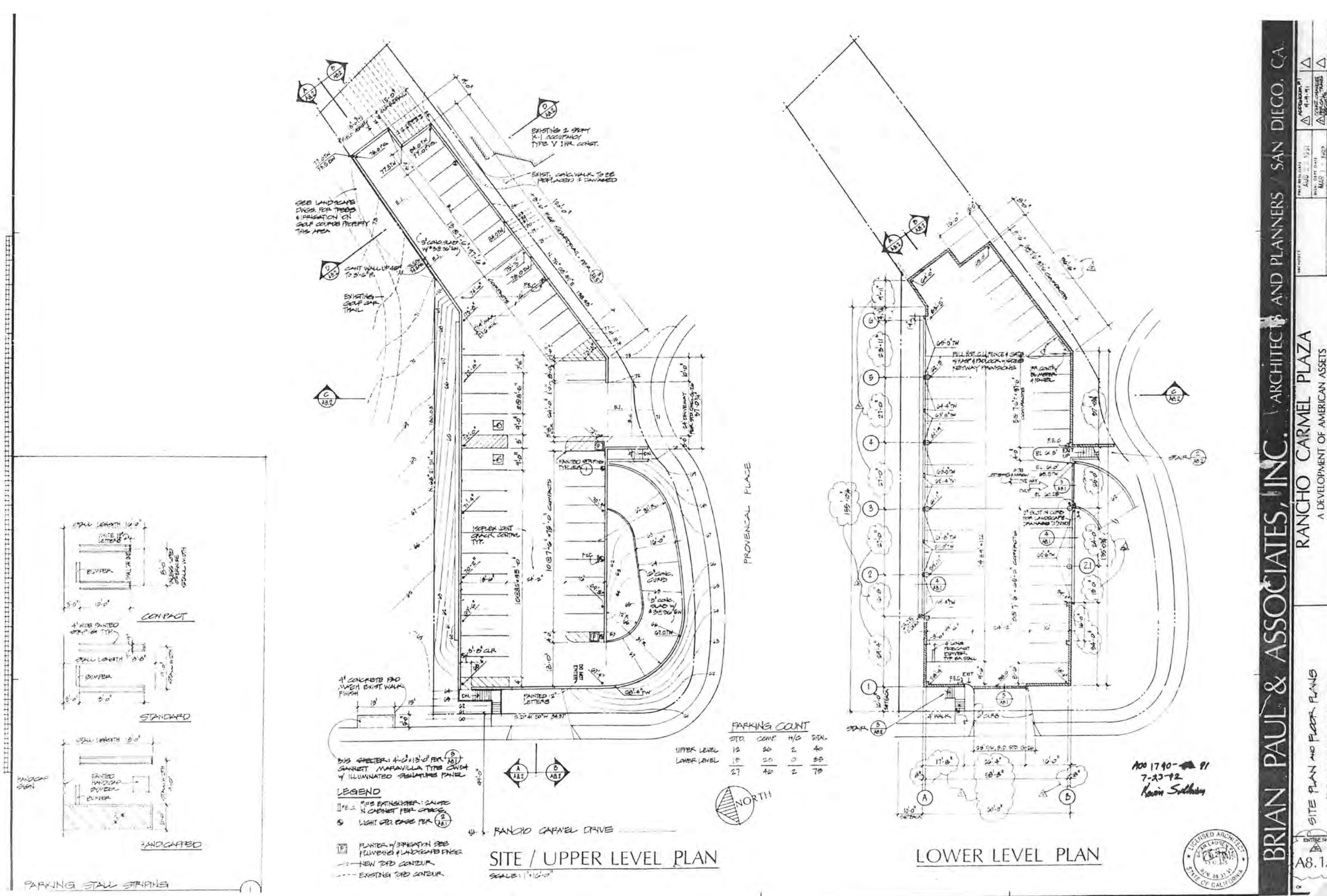
11858 Bernardo Plaza Court #120  
San Diego California 92128  
P 858-592-4710 F 858-592-4193  
www.abpa-inc.com

ALANTE  
10211 RANCHO CARMEL DR  
SAN DIEGO  
NEW POINTE COMMUNITIES

JOB NO: 18BP04 DATE: 03.06.20  
DRAWN BY: SS, YU

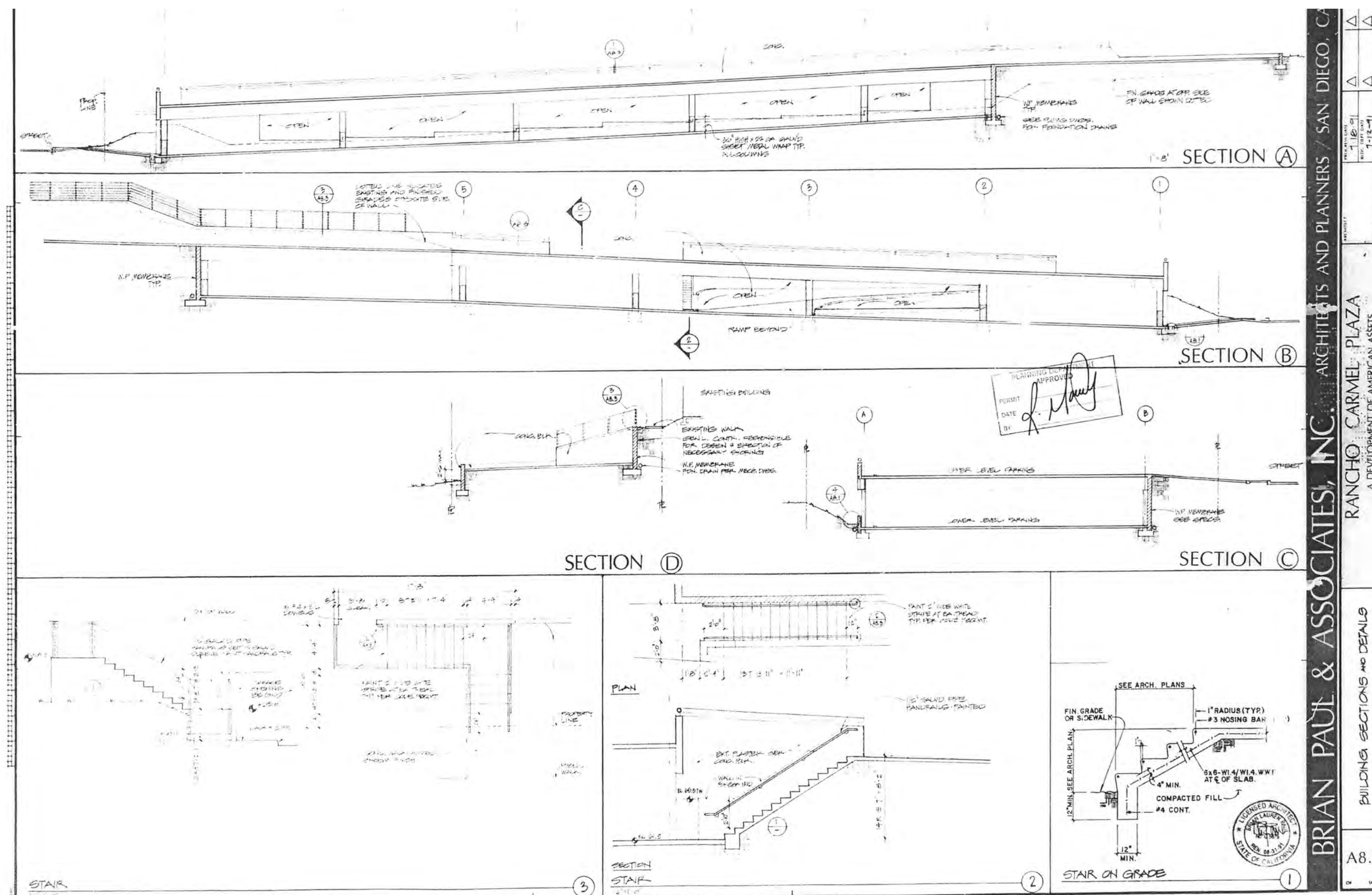
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A011



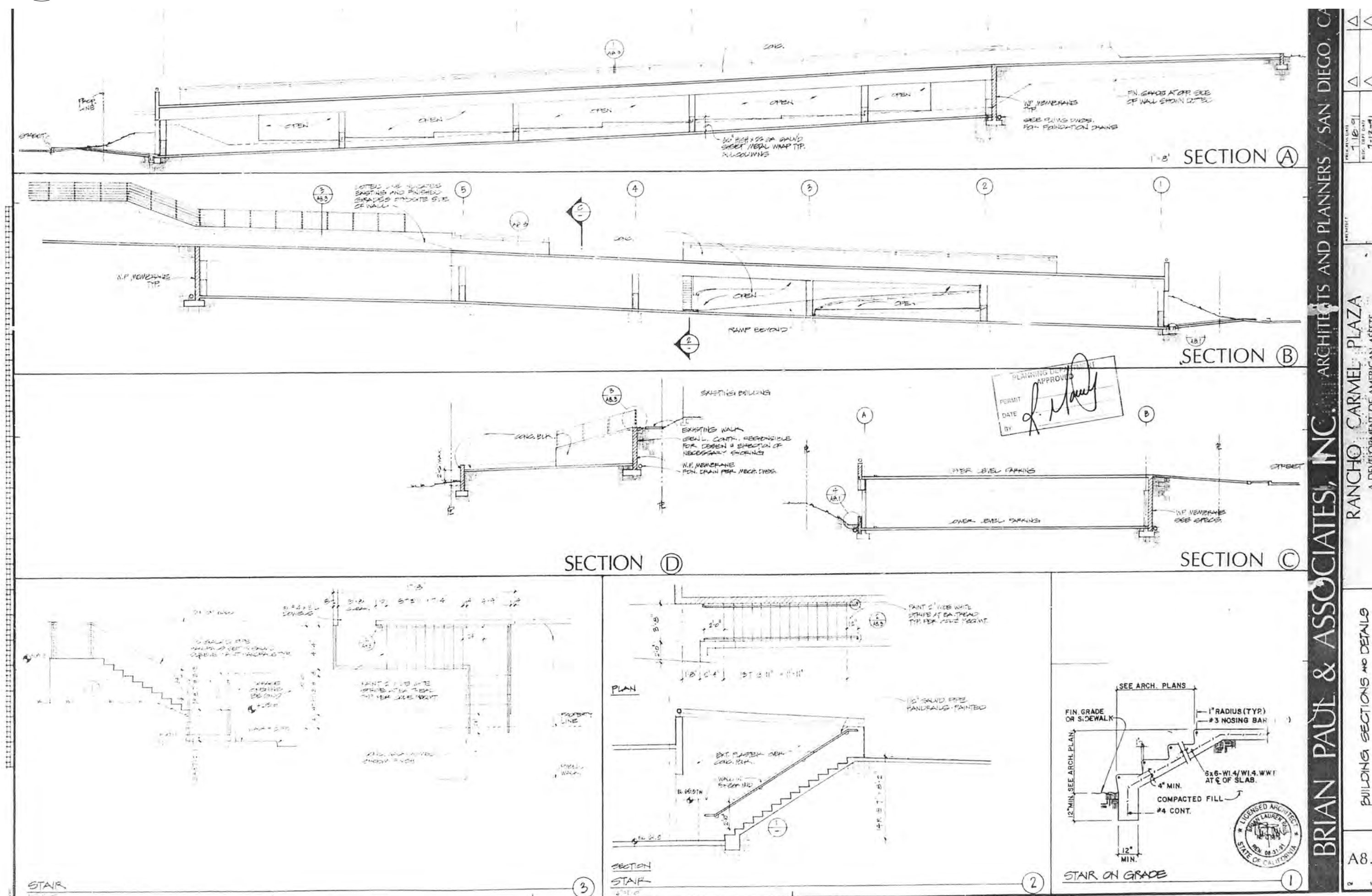
1 GROUND FLOOR PLAN - EXISTING PARKING GARAGE

A011 Scale: NTS



3 SECTIONS - EXISTING PARKING GARAGE

A011 Scale: NTS



2 ELEVATIONS - EXISTING PARKING GARAGE

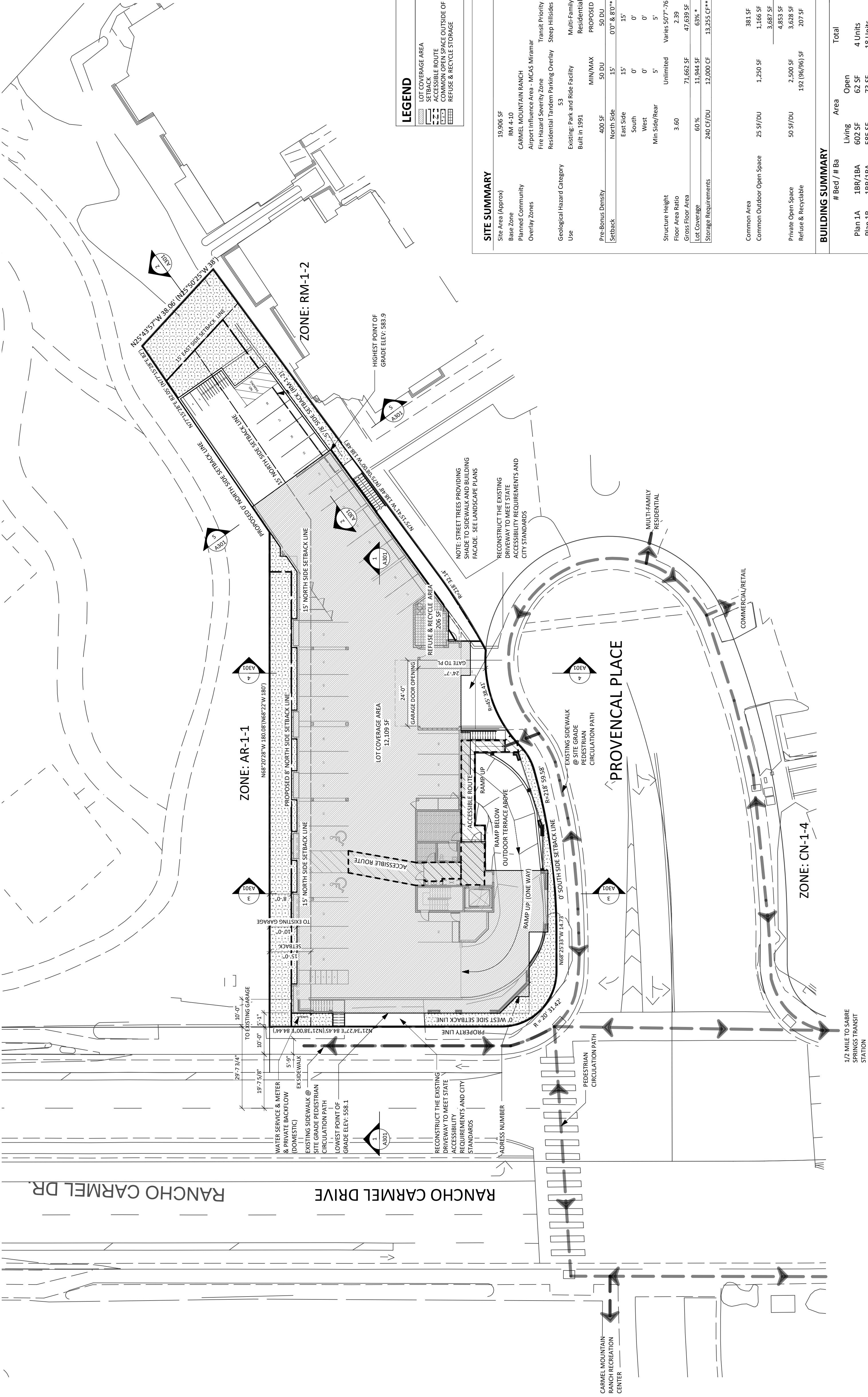
A011 Scale: NTS





Architects BP Associates  
Planning      Design      Architecture  
11888 Bernardo Plaza Court #150  
San Diego, CA 92128  
P 658-582-4710   F 658-582-4193  
www.abpa-inc.com

ALANTE  
10211 RANCHO CARMEL DR  
SAN DIEGO  
NEW POINTE COMMUNITIES



LEGEND

	LOT COVERAGE AREA		EXISTIN WALL TO REMAIN
	SETBACK		NEW CMU WALL
	EXISTING DRIVE		EXISTING DRIVE
	COMMON OPEN SPACE OUTSIDE OF BLDG		PARKING #
	REFUSE & RECYCLE STORAGE		STORAGE #
	PEDESTRIAN CIRCULATION PATH		

SITE SUMMARY

Site Area (Approx)

19,906 SF

Base Zone

RM 4-10

Planned Community

CARMEL MOUNTAIN RANCH

Overlay Zones

Airport Influence Area - MCAS Miramar

Fire Hazard Severity Zone

Residential Tandem Parking Overlay

Steep Hillides

Geological Hazard Category

53

Use

Existing: Park and Ride Facility

Built in 1991

Multi-Family Residential

PROPOSED

Pre-Bonus Density

400 SF  
50 DU

Setback

North Side 15' 15' 0"0" & 8'0" \*\*

East Side 15' 15'

South 0' 0'

West 0' 0'

Min Side/Rear 5' 5'

Structure Height

Unlimited

Floor Area Ratio

3.60

Gross Floor Area

71,662 SF

Lot Coverage

60% 11,944 SF

Storage Requirements

240 CF/DU 12,000 CF

13,255 CF \*\*

Common Area

Common Outdoor Open Space

25 SF/DU 1,250 SF

Private Open Space

50 SF/DU 2,500 SF

Refuse & Recyclable

192 (96/96) SF 207 SF

381 SF

1,166 SF

3,687 SF

4,853 SF

3,628 SF

207 SF

BUILDING SUMMARY

# Bed / # Ba

Area

Total

Market

Low

Moderate

Plan 1A 180/1BA

Living 602 SF

62 SF

4 Units

Plan 1B 180/1BA

585 SF

73 SF

18 Units

Plan 2 180/1BA

624 SF

74 SF

4 Units

Plan 3 280/2BA

823 SF

74 SF

4 Units

Plan 4 280/2BA

872 SF

60 SF

4 Units

Plan 5 280/2BA

906 SF

72 SF

16 Units

**Total**

**50 Units**

**35 Units**

**5 & 5 Units**

**5 Units**

Building Floor Area (include ext walls)

Garage

Common

Residential

Storage

Outdoor Open Space

Common

Basement 9,136 SF

634 SF

350 SF

10,361 SF \*\*

Ground 9,602 SF

1,167 SF

177 SF

177 SF

12,594 SF \*\*

First 2,238 SF

9,150 SF

244 SF

12,196 SF

1,007 SF

785 SF

Second 1,890 SF

9,150 SF

244 SF

11,814 SF

924 SF

381 SF

Third 1,886 SF

9,208 SF

244 SF

11,814 SF

849 SF

Fourth 1,886 SF

9,208 SF

244 SF

11,814 SF

849 SF

**Total 9,602 SF**

**9,700 SF**

**36,717 SF**

**1,502 SF**

**47,693 SF**

**1,166 SF**

**\*\* Not Included in Total GFA**

**Total Building Floor Area 70,595 SF**

1 AS01  
ARCHTECTURAL SITE PLAN - GROUND FLOOR  
Scale: 1" = 20'-0"

NOTES:  
VERIFY SITE PROPERTY LINES AND AS-BUILT GARAGE LOCATION



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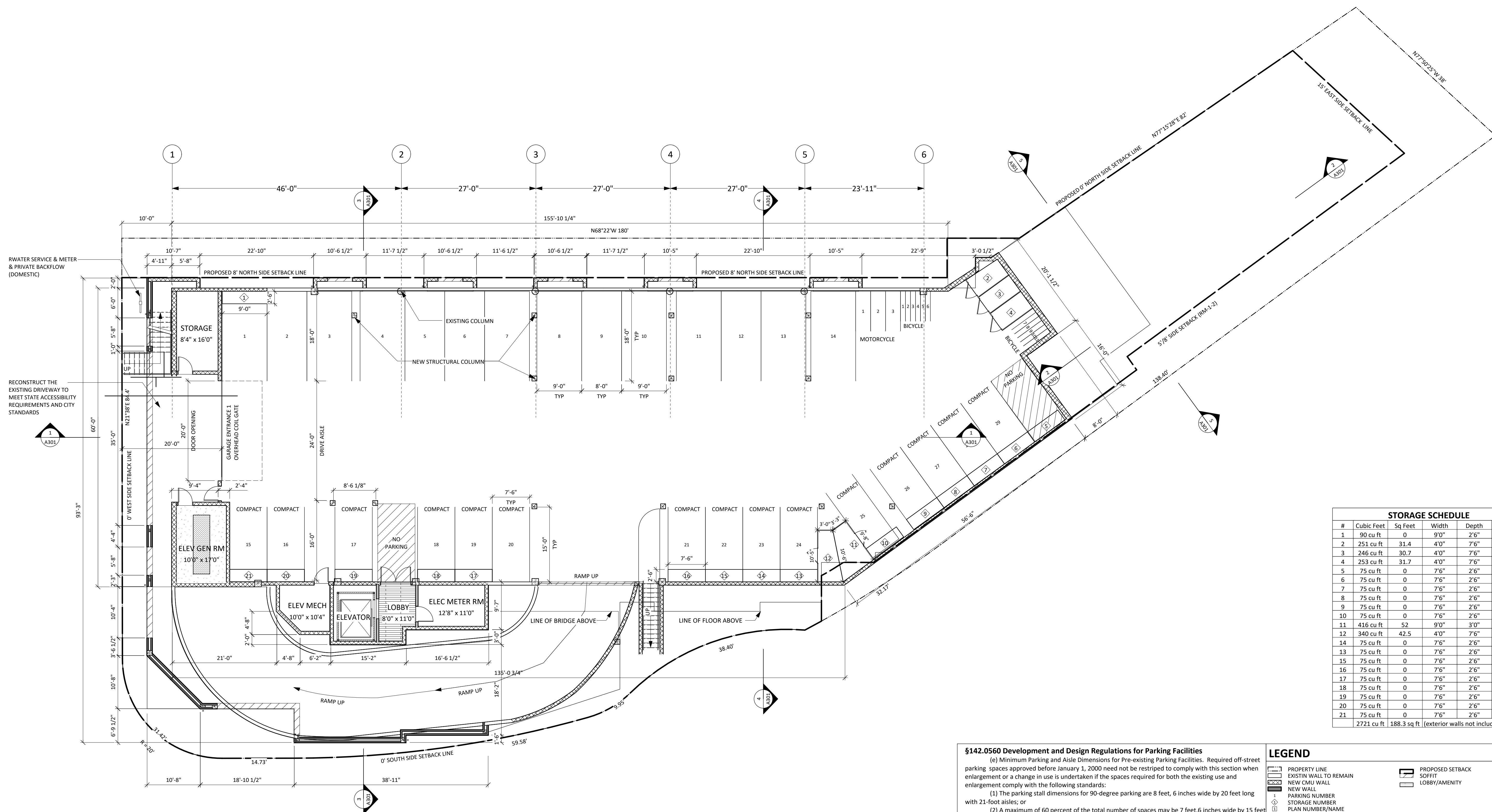
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# A100














STORAGE SCHEDULE					
#	Cubic Feet	Sq Feet	Width	Depth	Height
1	90 cu ft	0	9'0"	2'6"	4'0"
2	251 cu ft	31.4	4'0"	7'6"	8'0"
3	246 cu ft	30.7	4'0"	7'6"	8'0"
4	253 cu ft	31.7	4'0"	7'6"	8'0"
5	75 cu ft	0	7'6"	2'6"	4'0"
6	75 cu ft	0	7'6"	2'6"	4'0"
7	75 cu ft	0	7'6"	2'6"	4'0"
8	75 cu ft	0	7'6"	2'6"	4'0"
9	75 cu ft	0	7'6"	2'6"	4'0"
10	75 cu ft	0	7'6"	2'6"	4'0"
11	416 cu ft	52.5	9'0"	3'0"	8'0"
12	340 cu ft	42.9	4'0"	7'6"	8'0"
14	75 cu ft	0	7'6"	2'6"	4'0"
13	75 cu ft	0	7'6"	2'6"	4'0"
15	75 cu ft	0	7'6"	2'6"	4'0"
16	75 cu ft	0	7'6"	2'6"	4'0"
17	75 cu ft	0	7'6"	2'6"	4'0"
18	75 cu ft	0	7'6"	2'6"	4'0"
19	75 cu ft	0	7'6"	2'6"	4'0"
20	75 cu ft	0	7'6"	2'6"	4'0"
21	75 cu ft	0	7'6"	2'6"	4'0"
2721 cu ft		188.3 sq ft	(exterior walls not included)		

### **§142.0560 Development and Design Regulations for Parking Facilities**

(e) Minimum Parking and Aisle Dimensions for Pre-existing Parking Facilities. Required off-street parking spaces approved before January 1, 2000 need not be restriped to comply with this section when enlargement or a change in use is undertaken if the spaces required for both the existing use and enlargement comply with the following standards:

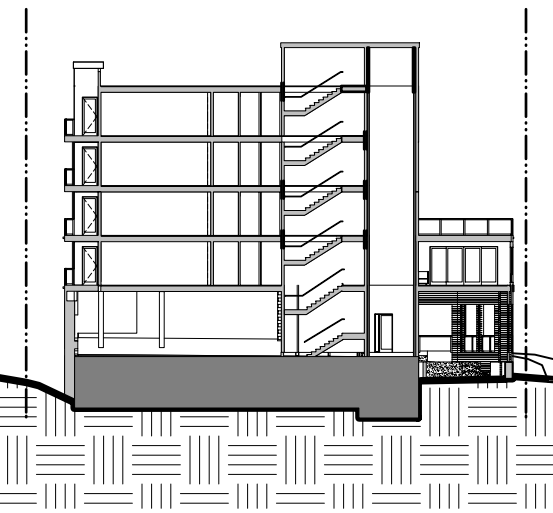
- (1) The parking stall dimensions for 90-degree parking are 8 feet, 6 inches wide by 20 feet long with 21-foot aisles; or
- (2) A maximum of 60 percent of the total number of spaces may be 7 feet, 6 inches wide by 15 feet long with 18-foot aisles.

## LEGEND

	PROPERTY LINE		PROPOSED SETBACK
	EXISTIN WALL TO REMAIN		SOFFIT
	NEW CMU WALL		LOBBY/AMENITY
	NEW WALL		
	1 PARKING NUMBER		
	1 STORAGE NUMBER		
	1 PLAN NUMBER/NAME		
	1 REFUSE & RECYCLE STORAGE		

**FLOOR AREA**

GARAGE PARKING	9,136
STORAGE	350
ELEV / LOBBY	204
MECH	431
AT GRADE SPACE ENCLOSED ABOVE	240
<b>TOTAL</b>	<b>10,361</b>
EXTERIOR STAIRS	168
BLDG ARTICULATION	127
<b>PROVIDED SPACE</b>	
ADA	0
SPACE	14
COMPACT	15
<b>TOTAL</b>	<b>29</b>
MOTORCYCLE	3
BICYCLE	11



## KEY SECTION

### STORAGE DIAGRAM

BUILDING FLOOR AREA DIAGRAM - BASEMENT: 10,361 SF \*\*

L STORAGE ABOVE  
RD PARKING SPACE  
'x2'6"=90 Cubic Feet

TYPICAL STORAGE  
ABOVE COMPACT CAR SPACE  
 $7'6'' \times 4'0'' \times 2'6'' = 75$  Cubic Feet





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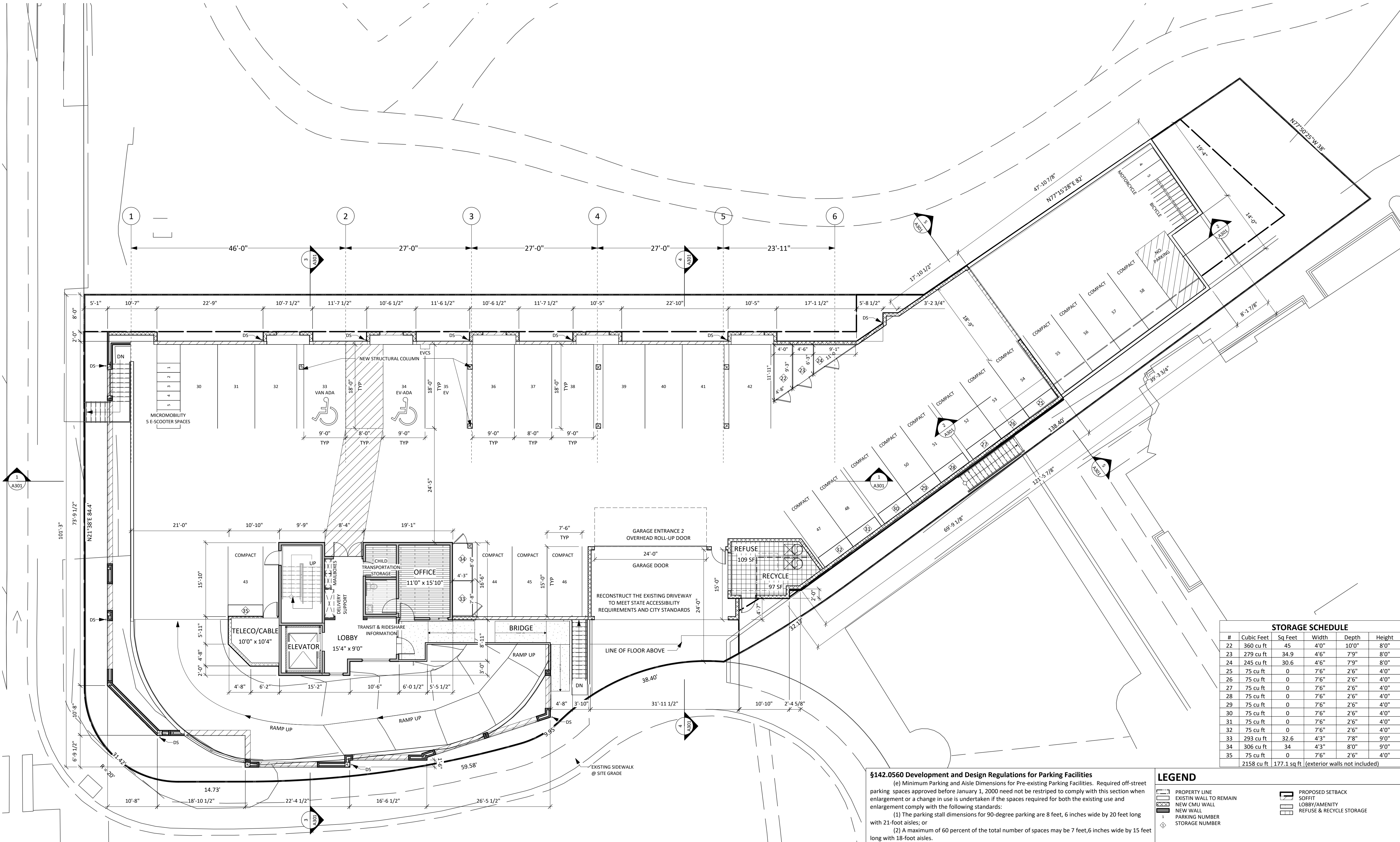
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NEW POINTE COMMUNITIES

JOB NO: 18BP04 DATE: 03.25.20

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A101



STORAGE SCHEDULE				
#	Cubic Feet	Sq Feet	Width	Depth
22	360 cu ft	45	4'0"	10'0"
23	279 cu ft	34.9	4'6"	7'9"
24	245 cu ft	30.6	4'6"	7'9"
25	75 cu ft	0	7'6"	2'6"
26	75 cu ft	0	7'6"	2'6"
27	75 cu ft	0	7'6"	2'6"
28	75 cu ft	0	7'6"	2'6"
29	75 cu ft	0	7'6"	2'6"
30	75 cu ft	0	7'6"	2'6"
31	75 cu ft	0	7'6"	2'6"
32	75 cu ft	0	7'6"	2'6"
33	293 cu ft	32.6	4'3"	7'8"
34	306 cu ft	34	4'3"	8'0"
35	75 cu ft	0	7'6"	2'6"
2158 cu ft 177.1 sq ft (exterior walls not included)				

**§142.0560 Development and Design Regulations for Parking Facilities**  
(e) Minimum Parking and Aisle Dimensions for Pre-existing Parking Facilities. Required off-street parking spaces approved before January 1, 2000 need not be restriped to comply with this section when enlargement or a change in use is undertaken if the spaces required for both the existing use and enlargement comply with the following standards:  
(1) The parking stall dimensions for 90-degree parking are 8 feet, 6 inches wide by 20 feet long with 21-foot aisles; or  
(2) A maximum of 60 percent of the total number of spaces may be 7 feet, 6 inches wide by 15 feet long with 18-foot aisles.

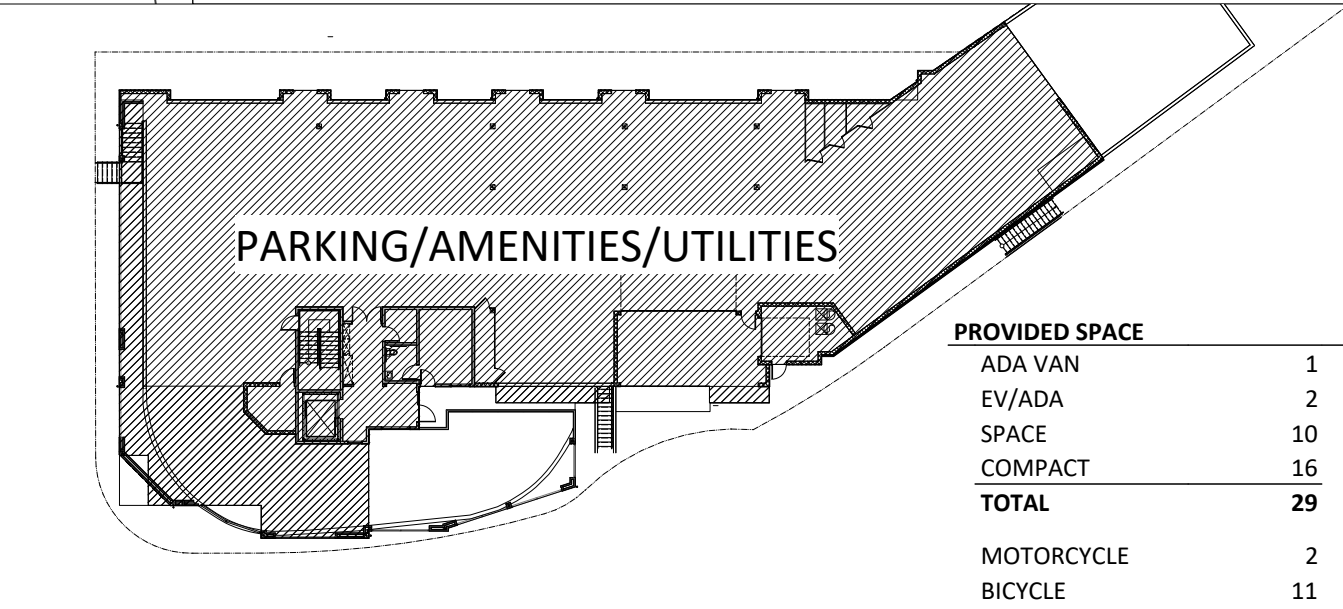
**LEGEND**

- PROPERTY LINE
- EXIST'N WALL TO REMAIN
- NEW CMU WALL
- NEW WALL
- PARKING NUMBER
- STORAGE NUMBER
- PROPOSED SETBACK
- SOFFIT
- LOBBY/AMENITY
- REFUSE & RECYCLE STORAGE

**FLOOR AREA**

GARAGE PARKING	9,602
STORAGE	177
OFFICE/LOBBY	587
REFUSE/RECYCLE	207
STAIRS	172
ELEVATOR	104
MECH	97
AT GRADE SPACE	
ENCLOSED ABOVE	1,518
BLDG ARTICULATION	130
<b>TOTAL</b>	<b>12,594</b>

**KEY SECTION**



BUILDING FLOOR AREA DIAGRAM - GROUND FLOOR: 12,594 SF \*\*

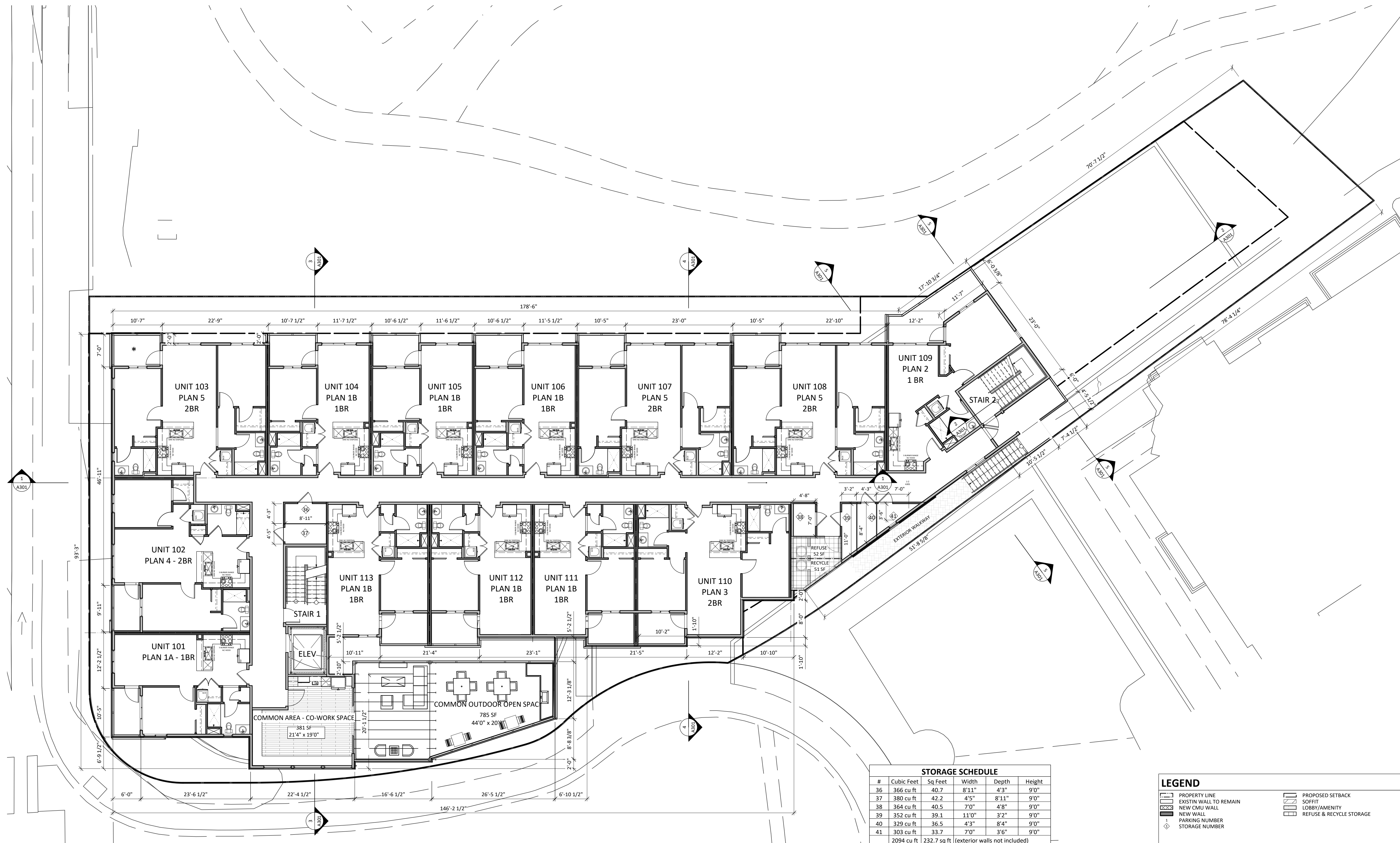
**PROPOSED GROUND FLOOR PLAN**  
Scale: 1" = 10'-0"  
0 10 20 FT  
SCALE: 1" = 10' - 0"



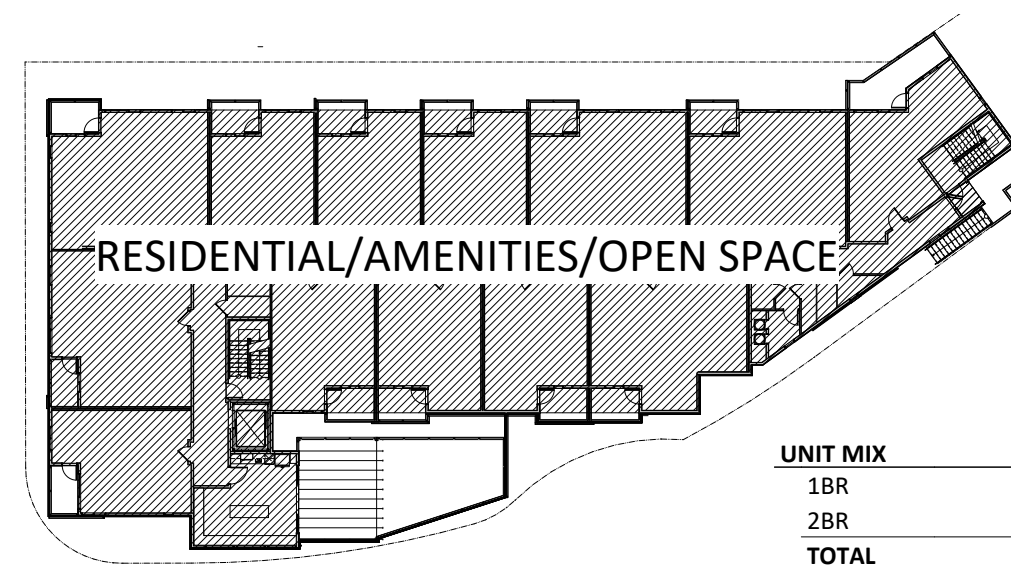
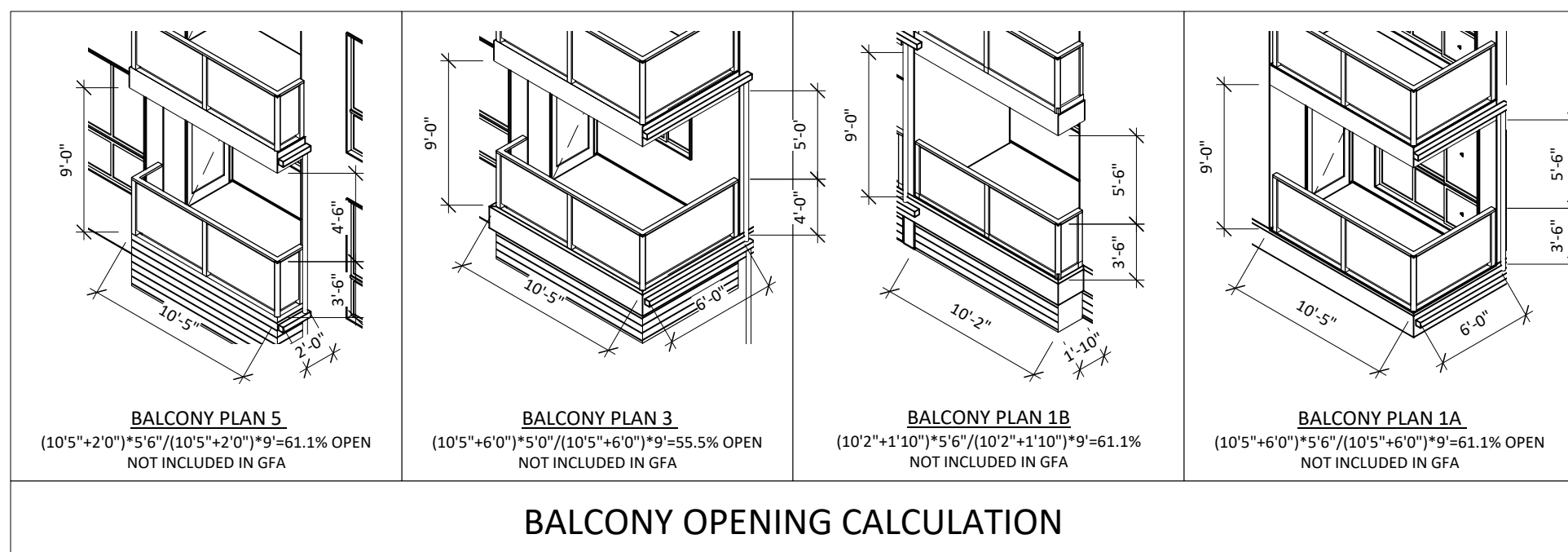
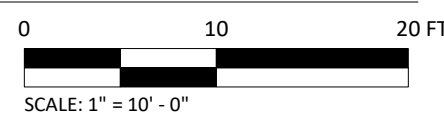
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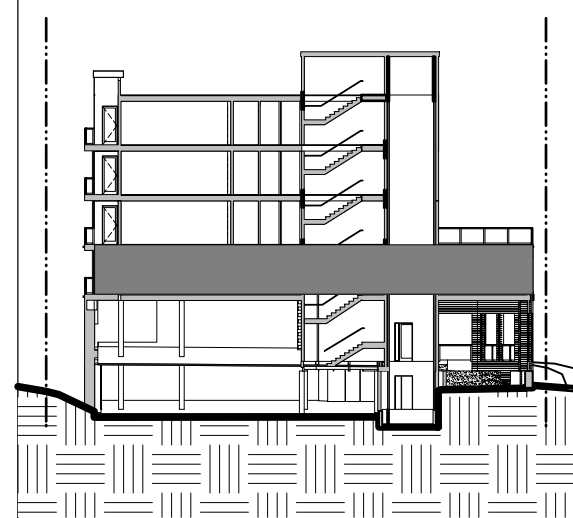
1 FIRST FLOOR PLAN  
A102 Scale: 1" = 10'-0"



UNIT MIX	
1BR	8
2BR	5
TOTAL	13

FLOOR AREA	
RES LIVING	9,150
COMMON-INDOOR	381
ELEVATOR	98
HALL	1,332
STAIRS	324
REFUSE/RECYCLE	103
STORAGE	244
TOTAL	11,632
PRIVATE OPEN SPACE INCLUDED IN GFA	532
AT GRADE SPACE ENCLOSED ABOVE	32
TOTAL GFA	12,196

OUTDOOR OPEN SPACE	
PRIVATE	1,007
COMMON	785



KEY SECTION

BUILDING FLOOR AREA DIAGRAM - FIRST FLOOR 12,196 SF

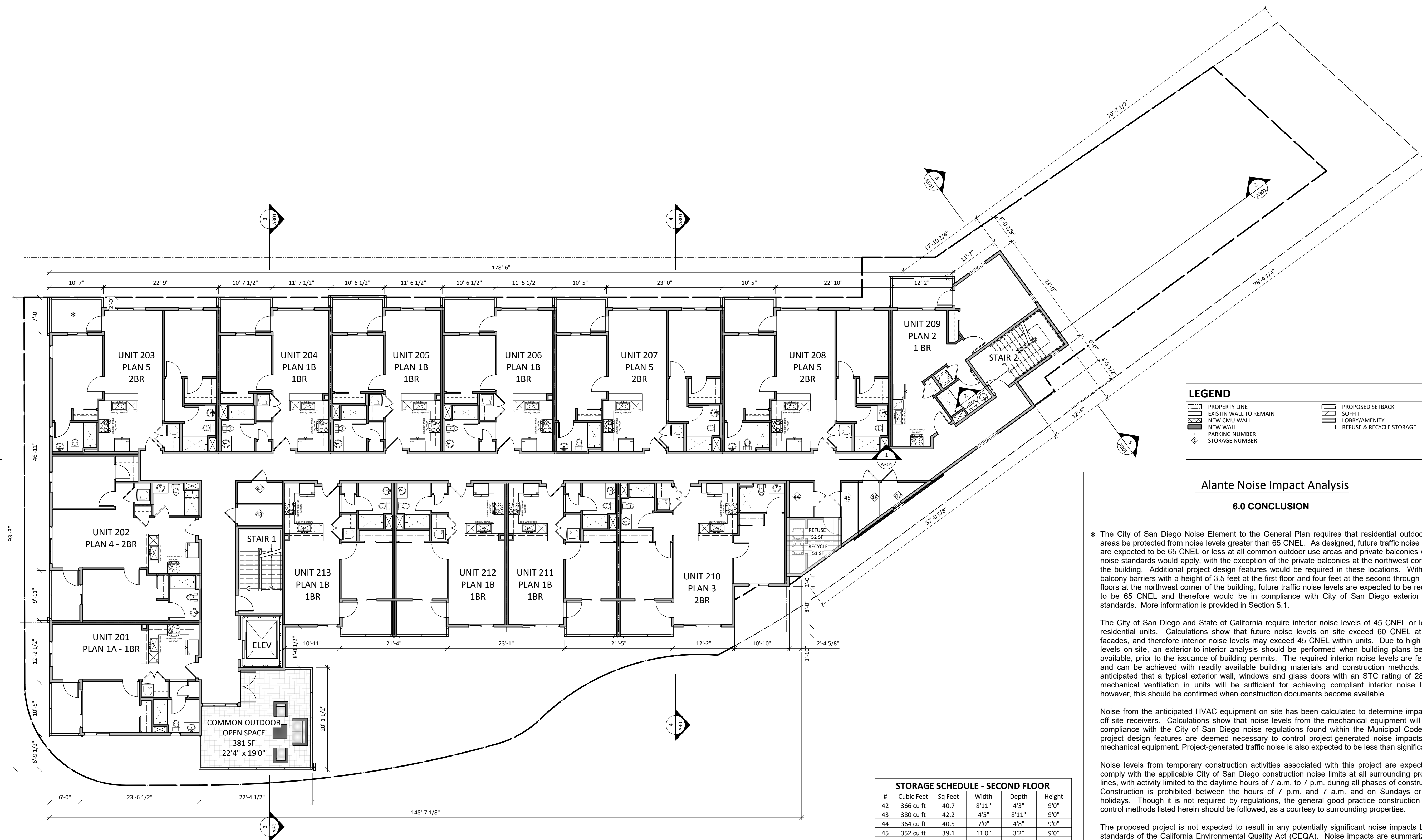


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## Alante Noise Impact Analysis

### 6.0 CONCLUSION

\* The City of San Diego Noise Element to the General Plan requires that residential outdoor use areas be protected from noise levels greater than 65 CNEL. As designed, future traffic noise levels are expected to be 65 CNEL or less at all common outdoor use areas and private balconies where noise standards would apply, with the exception of the private balconies at the northwest corner of the building. Additional project design features would be required in these locations. With solid balcony barriers with a height of 3.5 feet at the first floor and four feet at the second through fourth floors at the northwest corner of the building, future traffic noise levels are expected to be reduced to be 65 CNEL and therefore would be in compliance with City of San Diego exterior noise standards. More information is provided in Section 5.1.

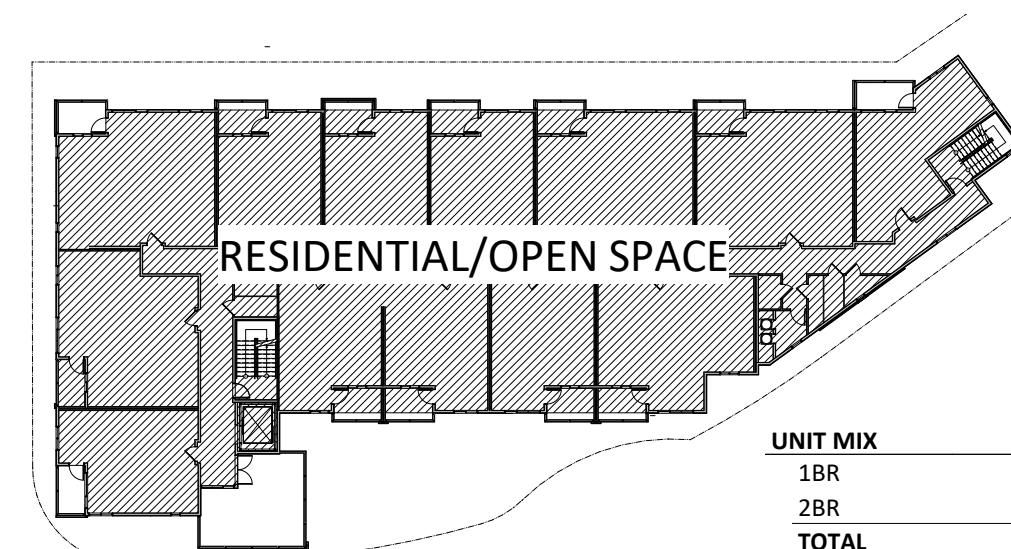
The City of San Diego and State of California require interior noise levels of 45 CNEL or less in residential units. Calculations show that future noise levels on site exceed 60 CNEL at most facades, and therefore interior noise levels may exceed 45 CNEL within units. Due to high noise levels on-site, an exterior-to-interior analysis should be performed when building plans become available, prior to the issuance of building permits. The required interior noise levels are feasible and can be achieved with readily available building materials and construction methods. It is anticipated that a typical exterior wall, windows and glass doors with an STC rating of 28, and mechanical ventilation in units will be sufficient for achieving compliant interior noise levels; however, this should be confirmed when construction documents become available.

Noise from the anticipated HVAC equipment on site has been calculated to determine impacts at off-site receivers. Calculations show that noise levels from the mechanical equipment will be in compliance with the City of San Diego noise regulations found within the Municipal Code. No project design features are deemed necessary to control project-generated noise impacts from mechanical equipment. Project-generated traffic noise is also expected to be less than significant.

Noise levels from temporary construction activities associated with this project are expected to comply with the applicable City of San Diego construction noise limits at all surrounding property lines, with activity limited to the daytime hours of 7 a.m. to 7 p.m. during all phases of construction. Construction is prohibited between the hours of 7 p.m. and 7 a.m. and on Sundays or legal holidays. Though it is not required by regulations, the general good practice construction noise control methods listed herein should be followed, as a courtesy to surrounding properties.

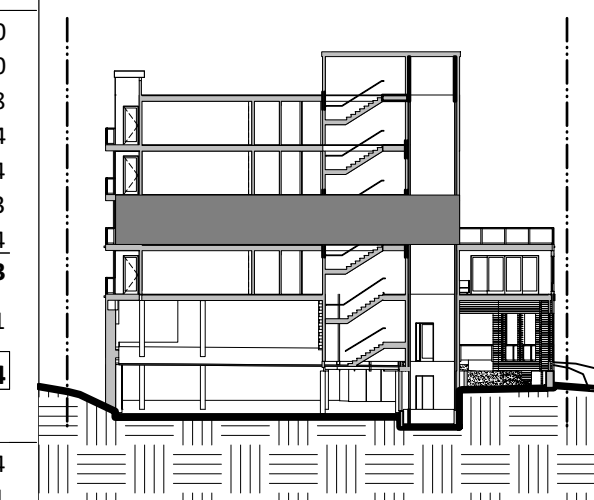
The proposed project is not expected to result in any potentially significant noise impacts by the standards of the California Environmental Quality Act (CEQA). Noise impacts are summarized in Section 5.5.

STORAGE SCHEDULE - SECOND FLOOR					
#	Cubic Feet	Sq Feet	Width	Depth	Height
42	366 cu ft	40.7	8'11"	4'3"	9'0"
43	380 cu ft	42.2	4'5"	8'11"	9'0"
44	364 cu ft	40.5	7'0"	4'8"	9'0"
45	352 cu ft	39.1	11'0"	3'2"	9'0"
46	329 cu ft	36.5	4'3"	8'4"	9'0"
47	303 cu ft	33.7	7'0"	3'6"	9'0"
2094 cu ft 232.7 sq ft (exterior walls not included)					



FLOOR AREA	
RES LIVING	9,150
COMMON-INDOOR	0
ELEVATOR	98
HALL	1,364
STAIRS	324
REFUSE/RECYCLE	103
STORAGE	244
<b>TOTAL</b>	<b>11,283</b>
PRIVATE OPEN SPACE	531
<b>TOTAL GFA</b>	<b>11,814</b>

OUTDOOR OPEN SPACE	
PRIVATE	924
COMMON	381

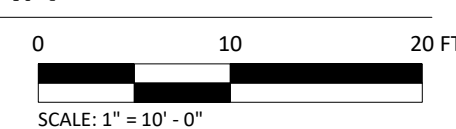


BUILDING FLOOR AREA DIAGRAM - SECOND FLOOR 11,814 SF

KEY SECTION

## 1 SECOND FLOOR PLAN

Scale: 1" = 10'-0"



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# A103

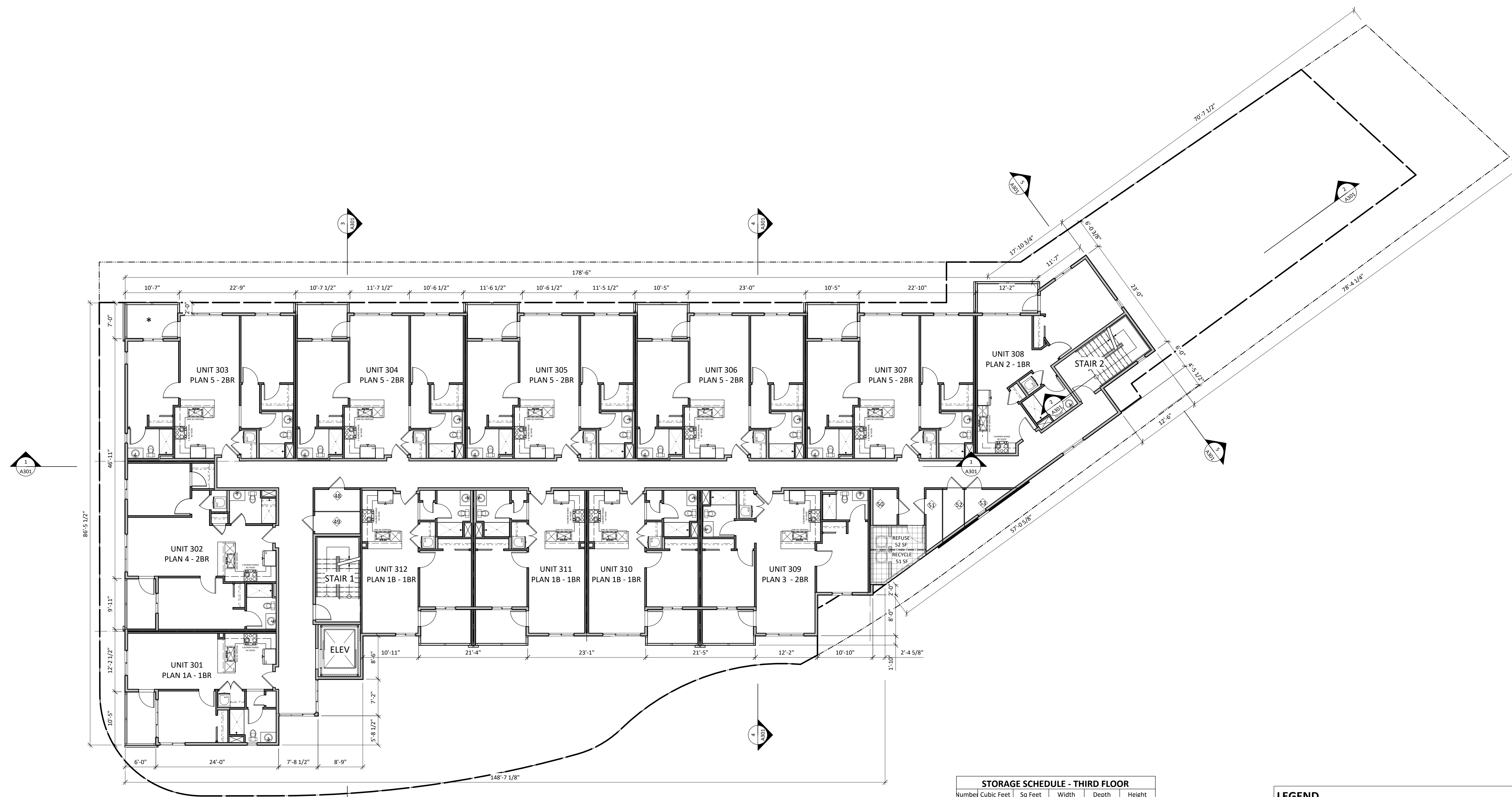


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A104

1  
A104  
THIRD FLOOR PLAN

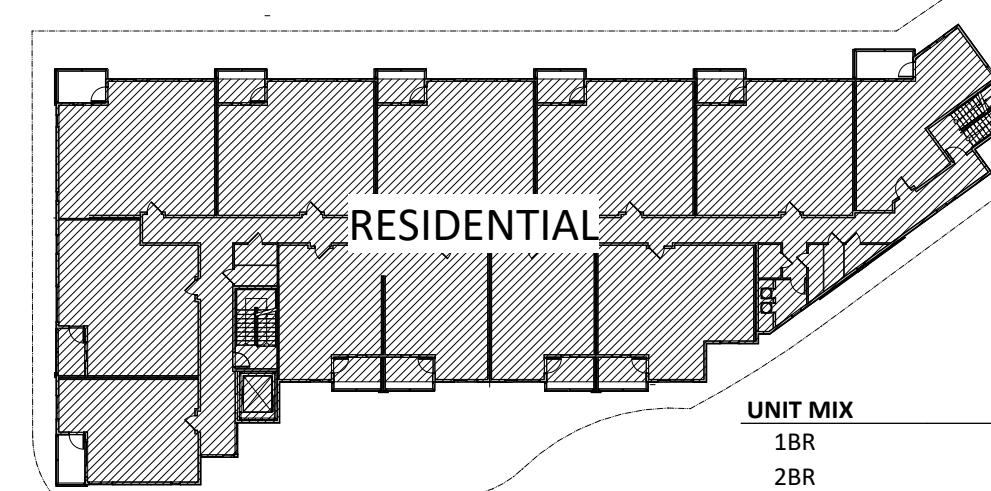
Scale: 1" = 10'-0"

0 10 20 FT  
SCALE: 1" = 10' - 0"

STORAGE SCHEDULE - THIRD FLOOR					
Yumtel	Cubic Feet	Sq Feet	Width	Depth	Height
48	366 cu ft	40.7	8'11"	4'3"	9'0"
49	380 cu ft	42.2	4'5"	8'11"	9'0"
50	364 cu ft	40.5	7'0"	4'8"	9'0"
51	352 cu ft	39.1	11'0"	3'2"	9'0"
52	329 cu ft	36.5	4'3"	8'4"	9'0"
53	303 cu ft	33.7	7'0"	3'6"	9'0"
2094 cu ft		232.7 sq ft (exterior walls not included)			

## LEGEND

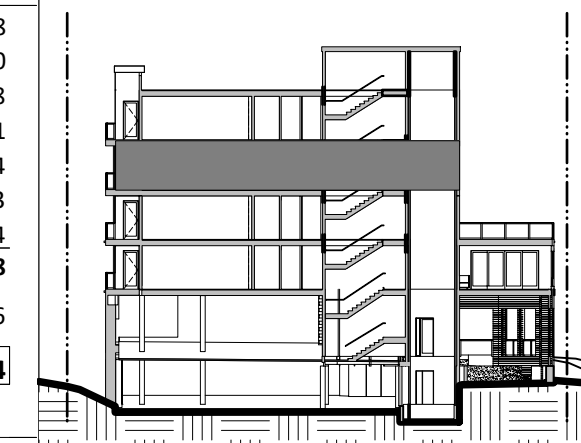
	PROPERTY LINE		PROPOSED SETBACK
	EXISTIN WALL TO REMAIN		SOFT
	NEW CMU WALL		LOBBY/AMENITY
	NEW WALL		REFUSE & RECYCLE STORAGE
	PARKING NUMBER		
	STORAGE NUMBER		



UNIT MIX	
1BR	5
2BR	7
TOTAL	12

FLOOR AREA	
RES LIVING	9,208
COMMON-INDOOR	0
ELEVATOR	98
HALL	1,361
STAIRS	324
REFUSE/RECYCLE	103
STORAGE	244
TOTAL	11,338
PRIVATE OPEN SPACE	476
INCLUDED IN GFA	
TOTAL GFA	11,814

OUTDOOR OPEN SPACE	
PRIVATE	849
COMMON	0



BUILDING FLOOR AREA DIAGRAM - THIRD FLOOR: 11,814 SF

KEY SECTION

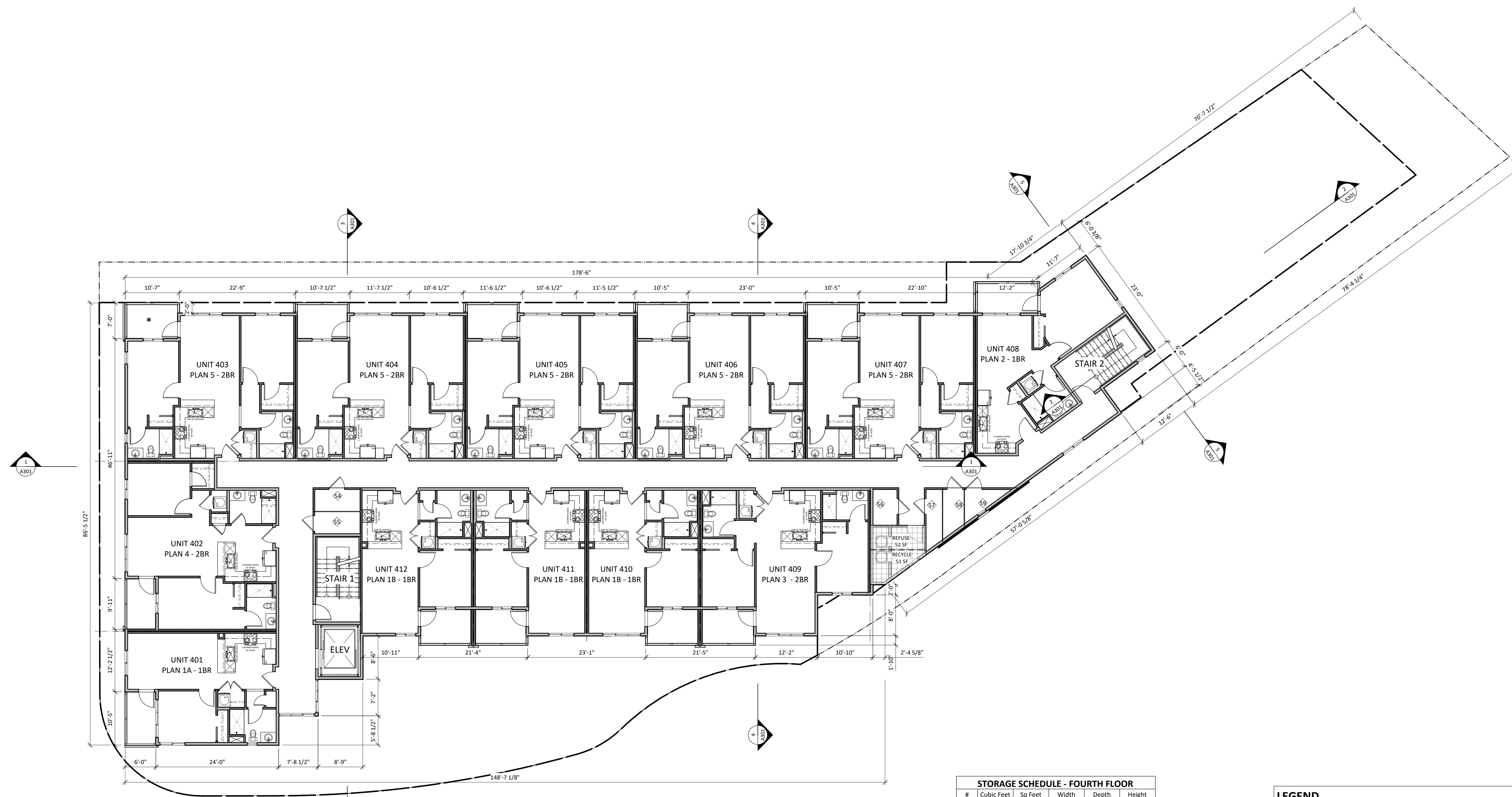


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A105

1  
A105  
FOURTH FLOOR PLAN

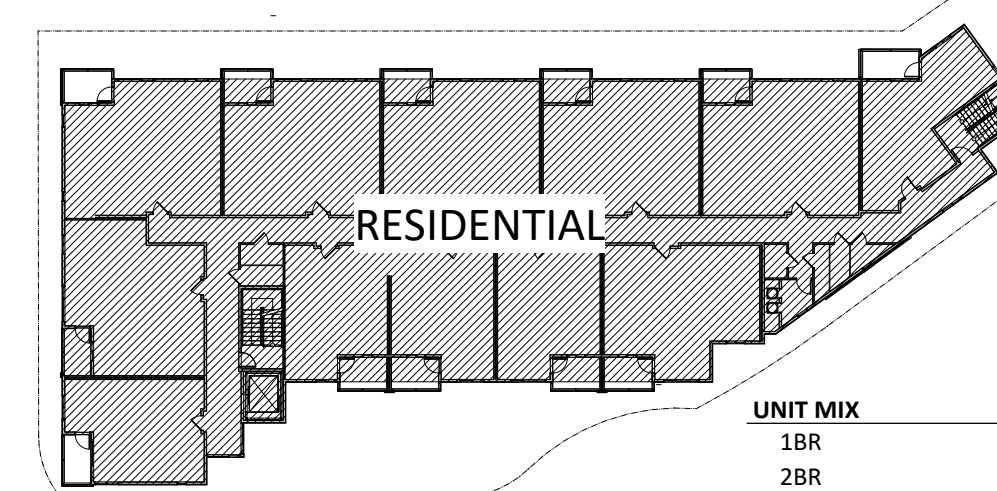
Scale: 1" = 10'-0"

0 10 20 FT  
SCALE: 1" = 10' - 0"

STORAGE SCHEDULE - FOURTH FLOOR					
#	Cubic Feet	Sq Feet	Width	Depth	Height
54	366 cu ft	40.7	8'11"	4'3"	9'0"
55	380 cu ft	42.2	4'5"	8'11"	9'0"
56	364 cu ft	40.5	7'0"	4'8"	9'0"
57	352 cu ft	39.1	11'0"	3'2"	9'0"
58	329 cu ft	36.5	4'3"	8'4"	9'0"
59	303 cu ft	33.7	7'0"	3'6"	9'0"
2094 cu ft 232.7 sq ft (exterior walls not included)					

## LEGEND

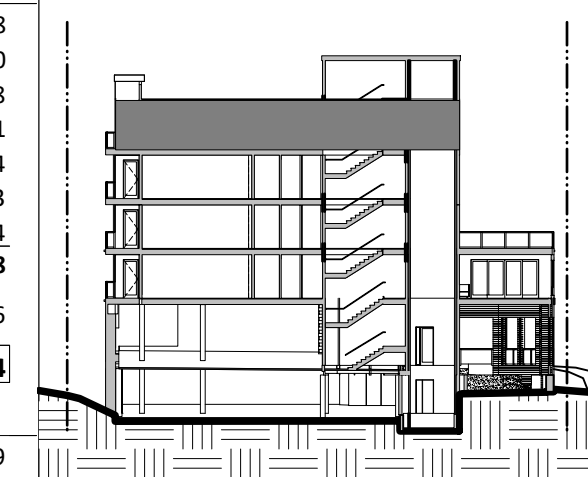
	PROPERTY LINE		PROPOSED SETBACK
	EXISTIN WALL TO REMAIN		SOFT
	NEW CMU WALL		LOBBY/AMENITY
	NEW WALL		REFUSE & RECYCLE STORAGE
	PARKING NUMBER		
	STORAGE NUMBER		



UNIT MIX	
1BR	5
2BR	7
TOTAL	12

FLOOR AREA	
RES LIVING	9,208
COMMON-INDOOR	0
ELEVATOR	98
HALL	1,361
STAIRS	324
REFUSE/RECYCLE	103
STORAGE	244
TOTAL	11,338
PRIVATE OPEN SPACE INCLUDED IN GFA	476
TOTAL GFA	11,814

OUTDOOR OPEN SPACE	
PRIVATE	849
COMMON	0



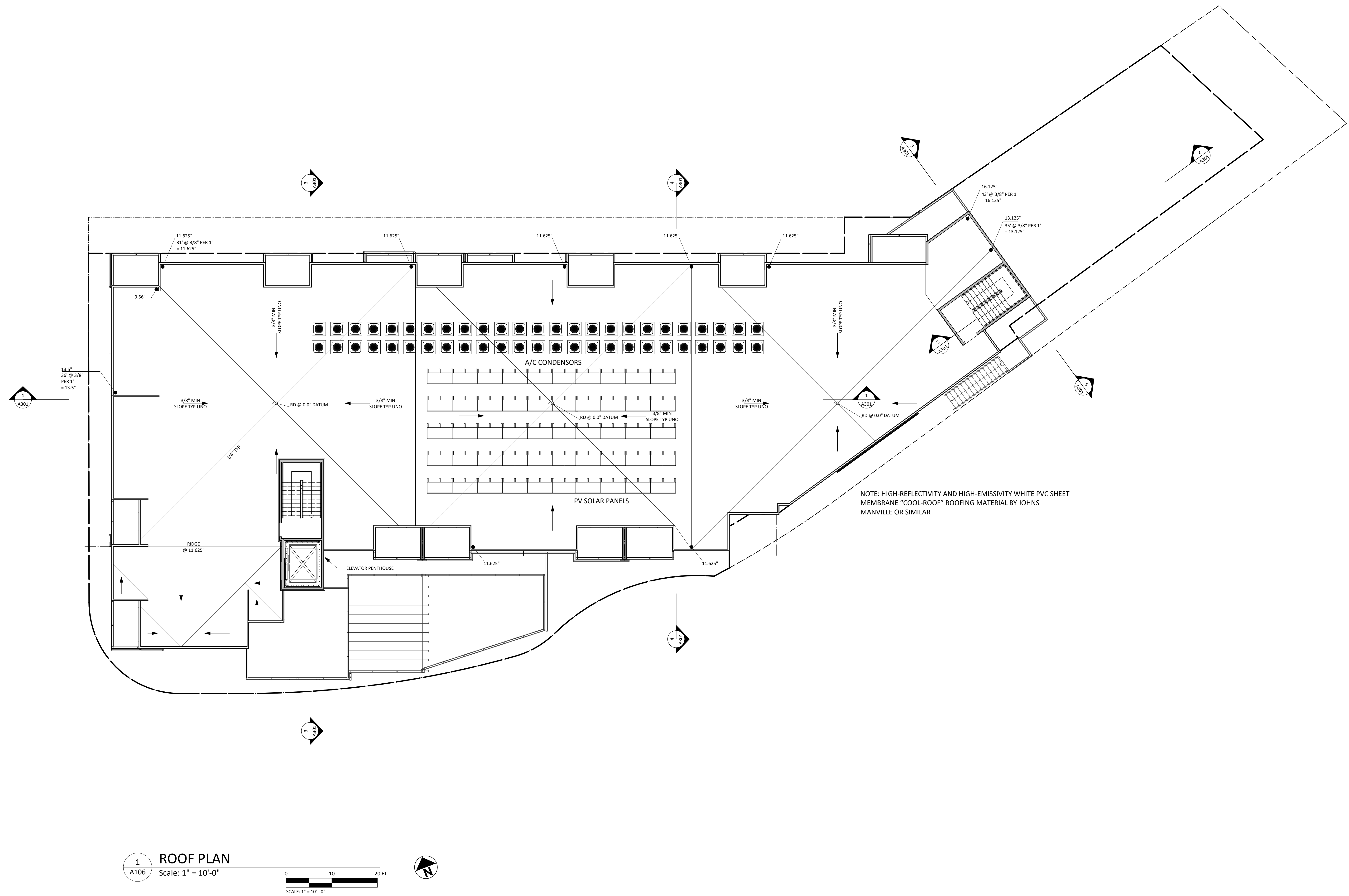
BUILDING FLOOR AREA DIAGRAM - FOURTH FLOOR: 11,814 SF

KEY SECTION

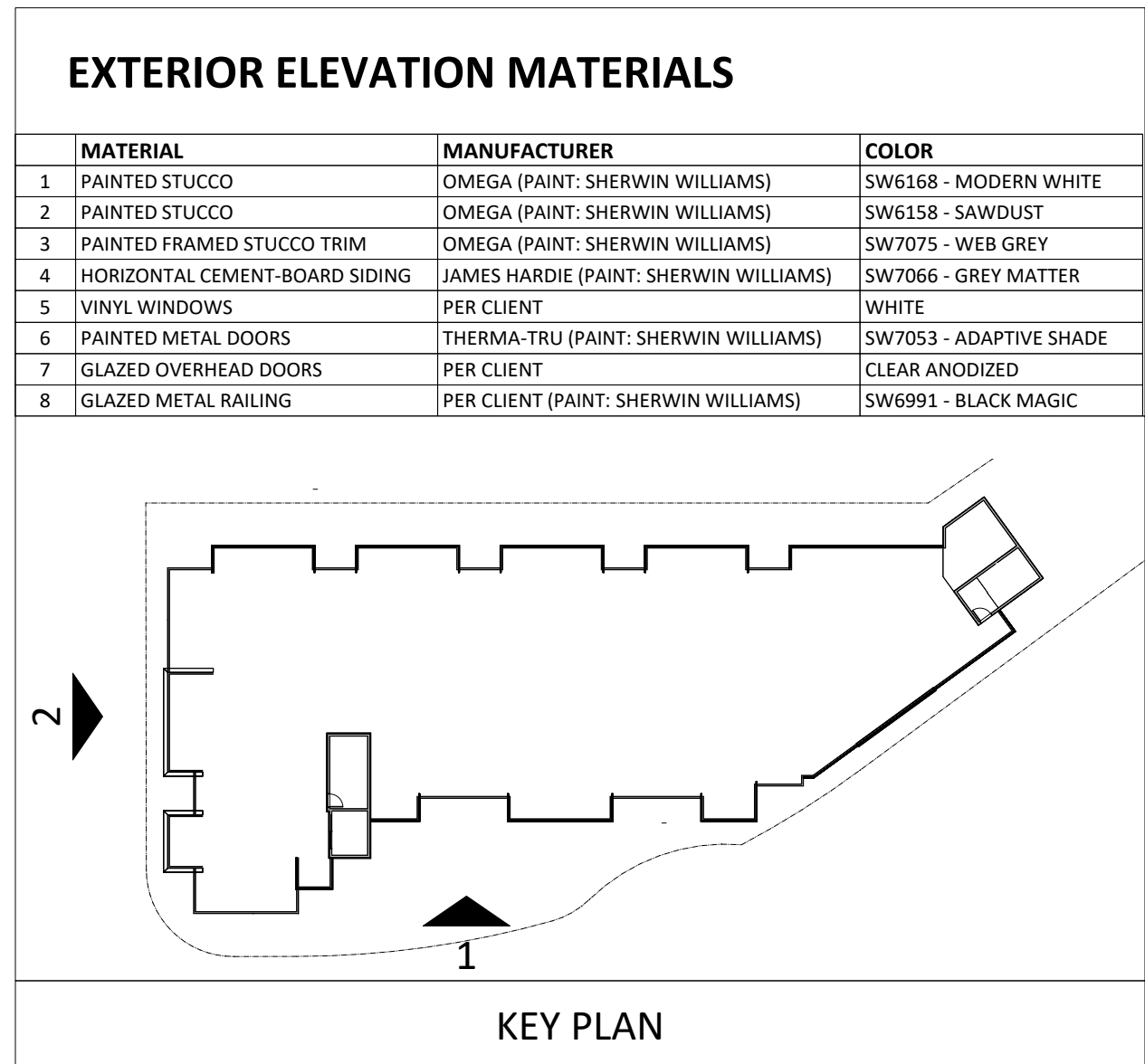
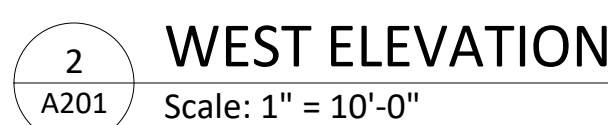
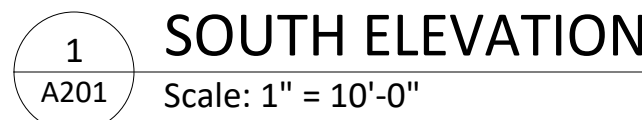
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# A106







## KEY PLAN



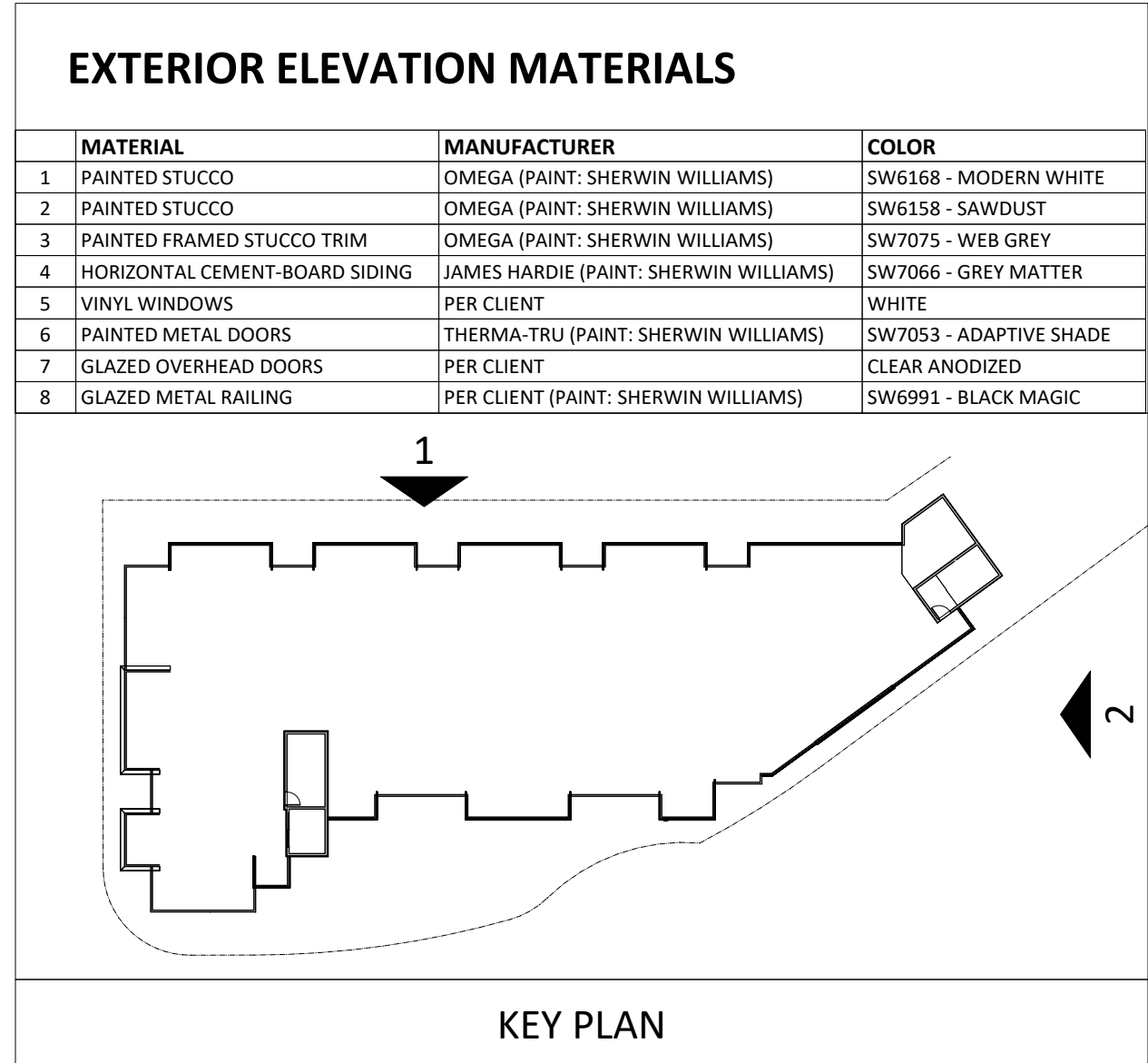
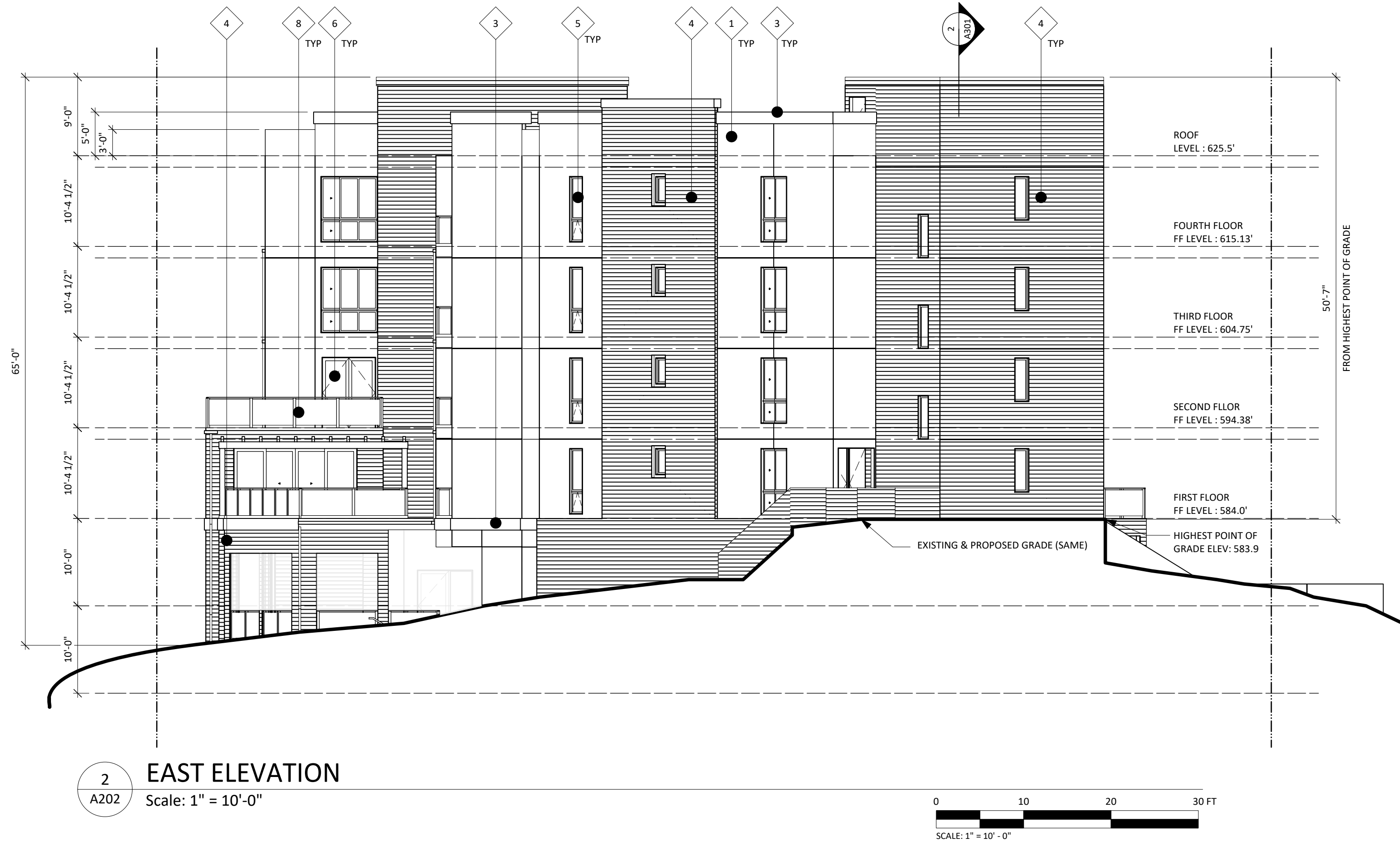
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JOB NO: 18BP04 DATE: 03.06.20  
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A202







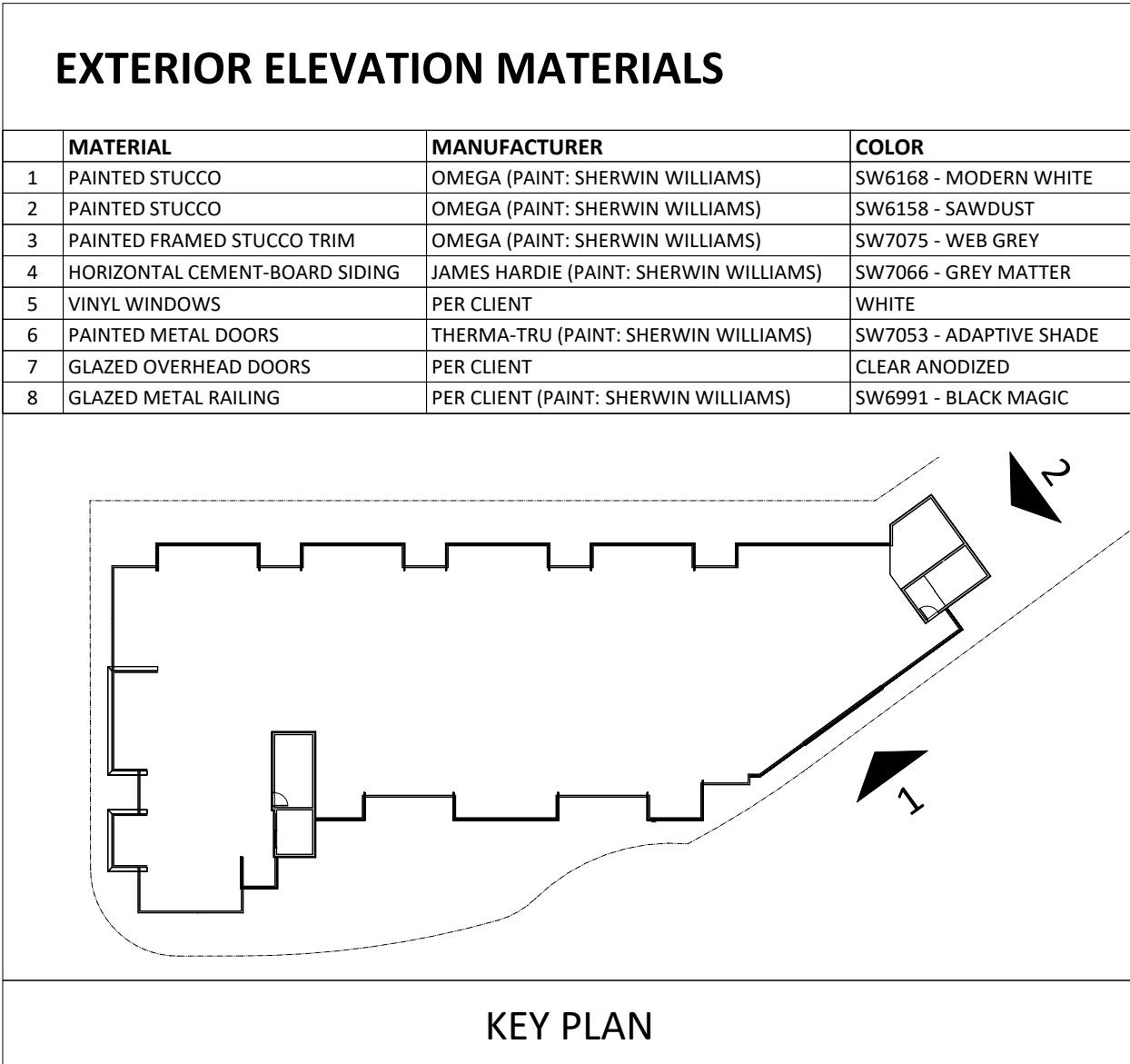
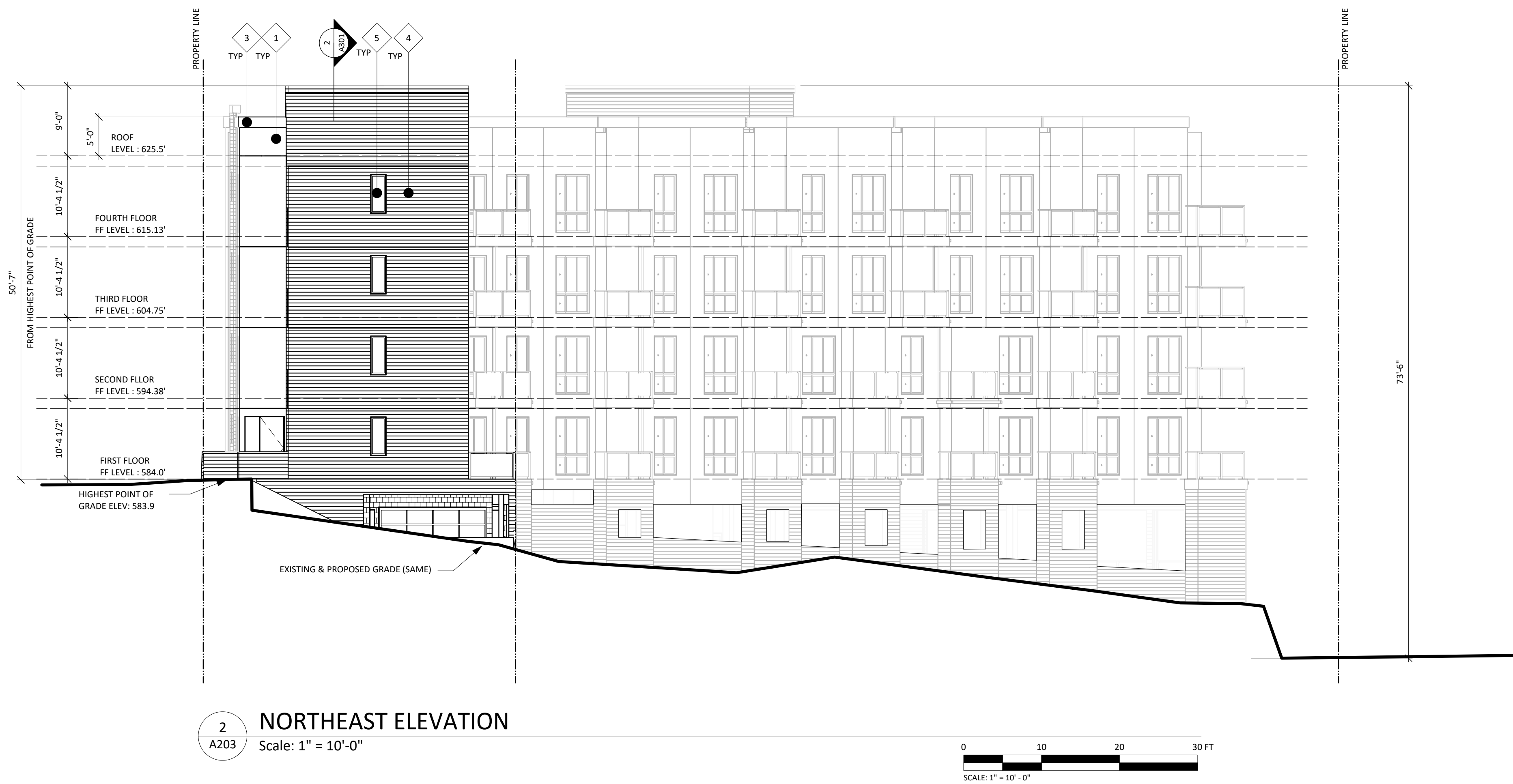
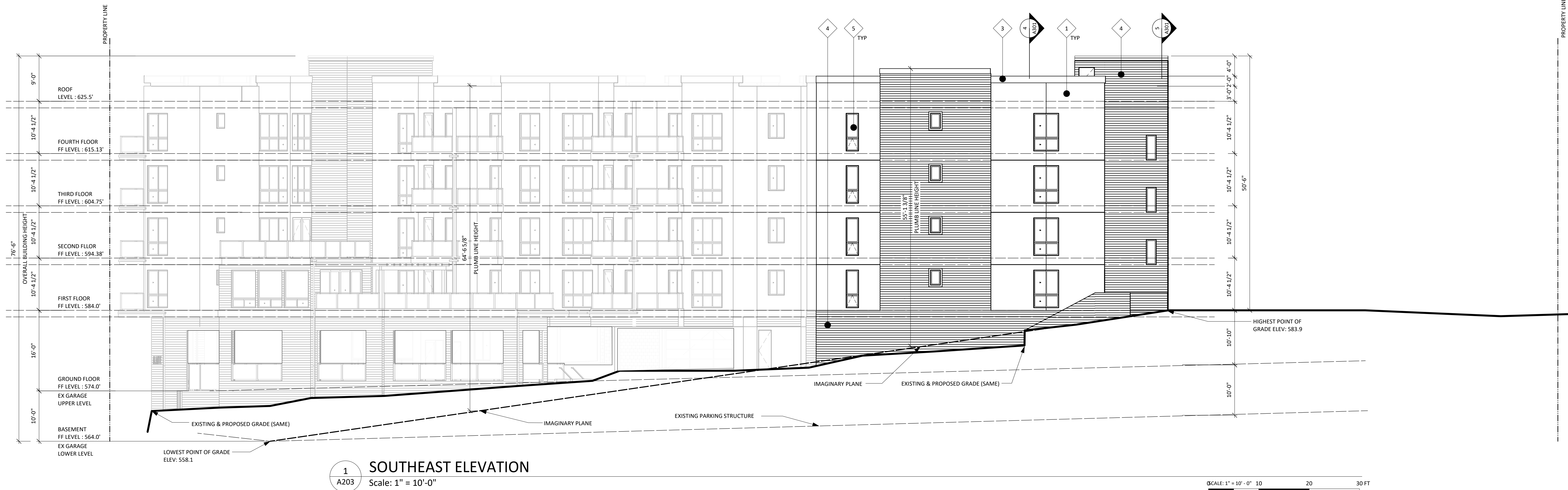
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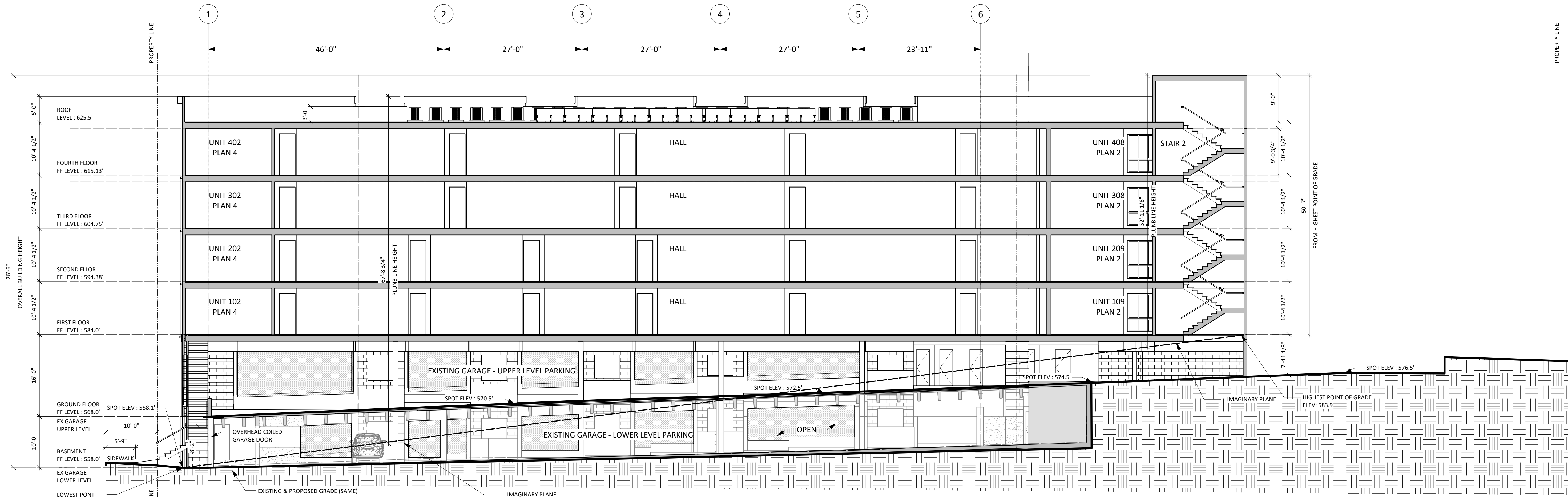
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SAN DIEGO  
NEW POINTE COMMUNITIES

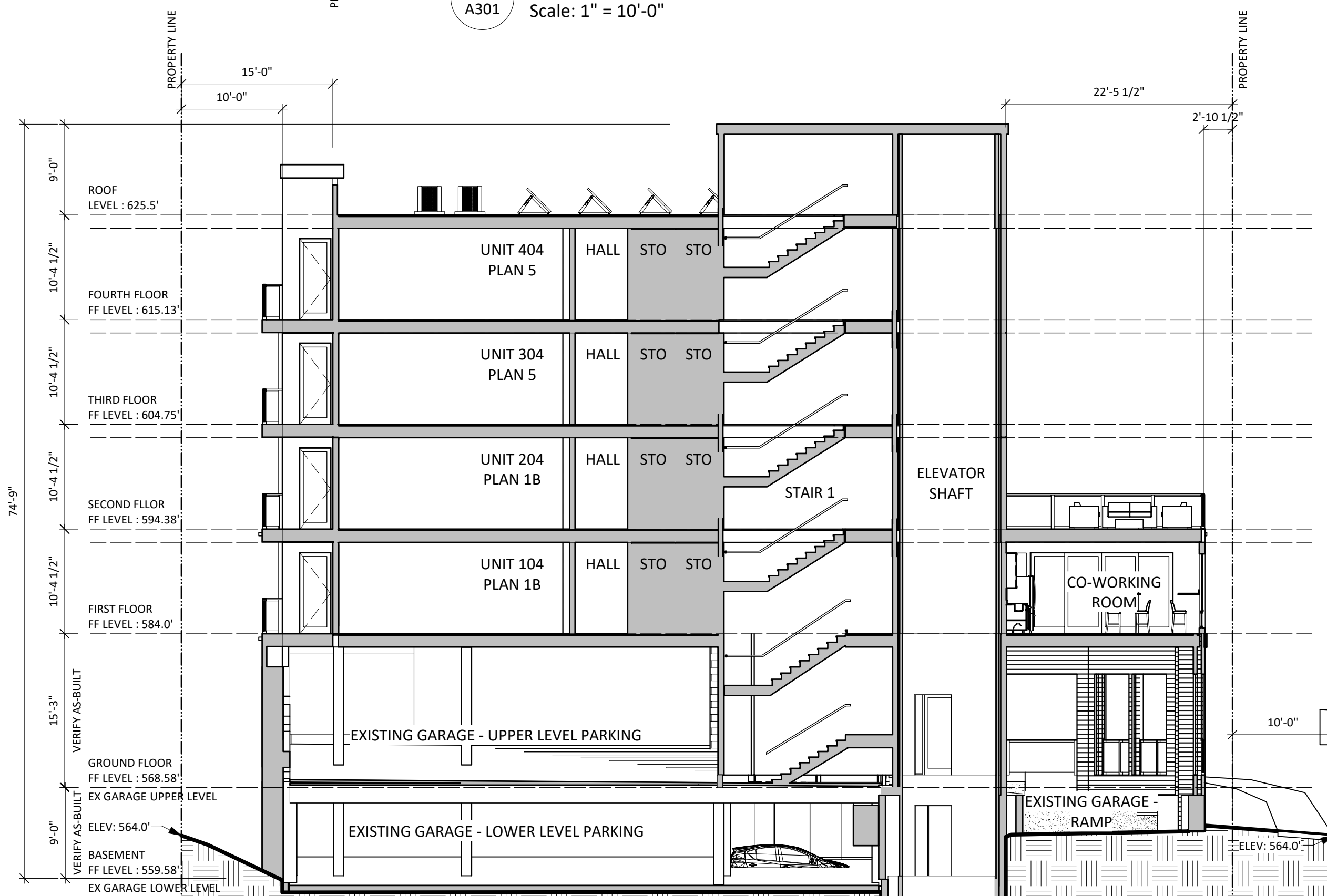
JOB NO: 18BP04 DATE: 03.06.20  
DRAWN BY: SS, YU

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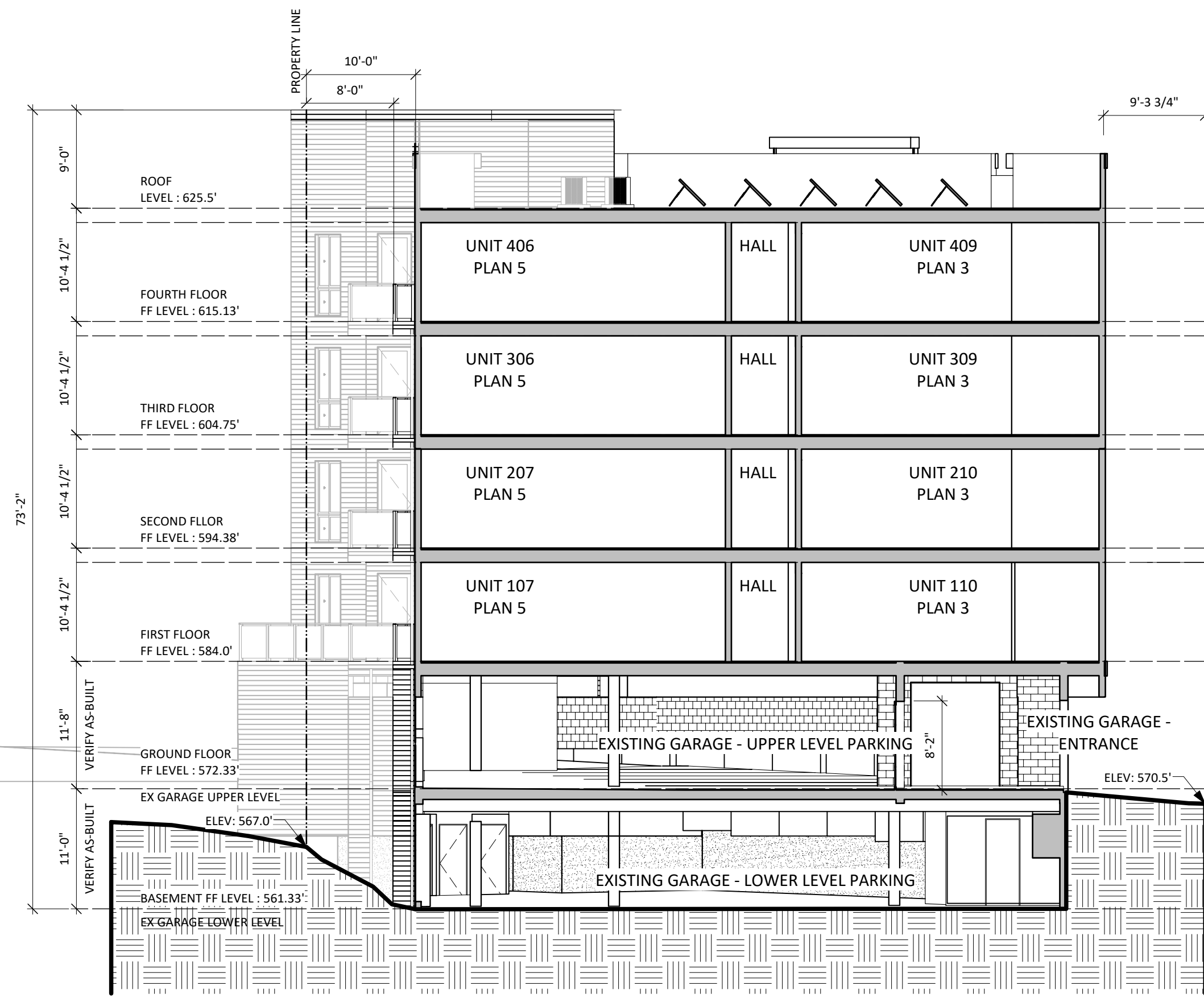
A301



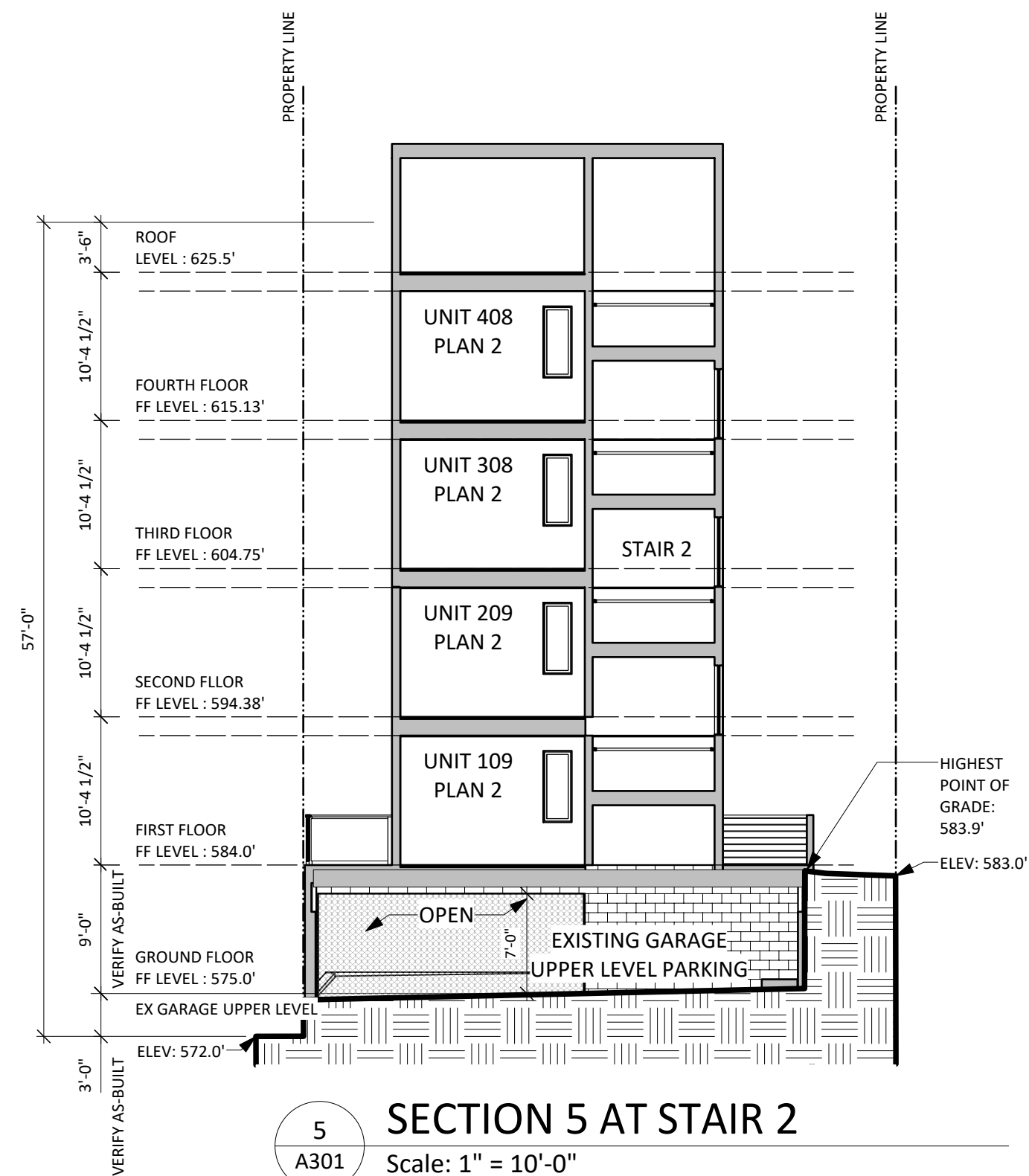
1-2  
A301  
SECTION 1 - 2 AT GARAGE ENTRANCE 1 & STAIR 2  
Scale: 1" = 10'-0"



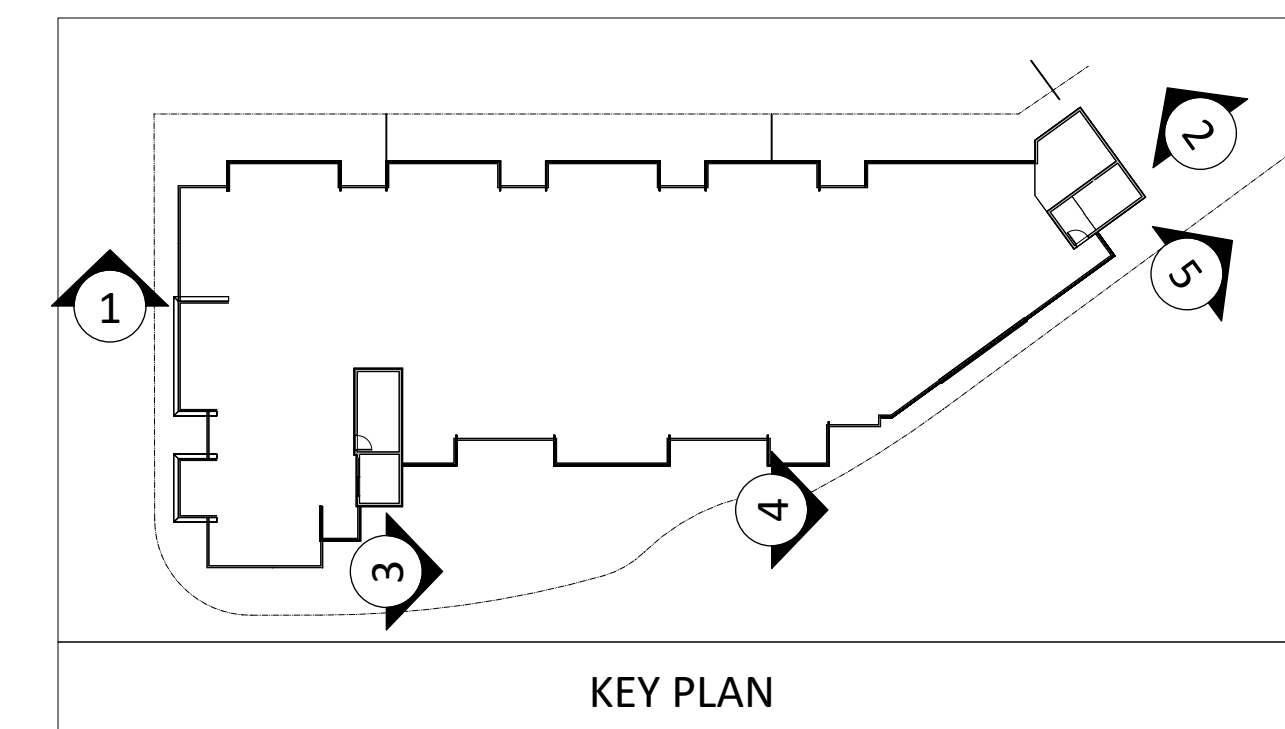
3  
A301  
SECTION 3 AT STAIR 1 & ELEVATOR  
Scale: 1" = 10'-0"



4  
A301  
SECTION 4 AT GARAGE ENTRANCE 2  
Scale: 1" = 10'-0"



5  
A301  
SECTION 5 AT STAIR 2  
Scale: 1" = 10'-0"



KEY PLAN





Architects BP Associates  
Planning Design Architecture  
11858 Bernardo Plaza Court #120  
San Diego California 92126  
P 858-592-4710 F 858-592-4193  
www.abpa-inc.com

ALANTE  
10211 RANCHO CARMEL DR  
SAN DIEGO  
NEW POINTE COMMUNITIES

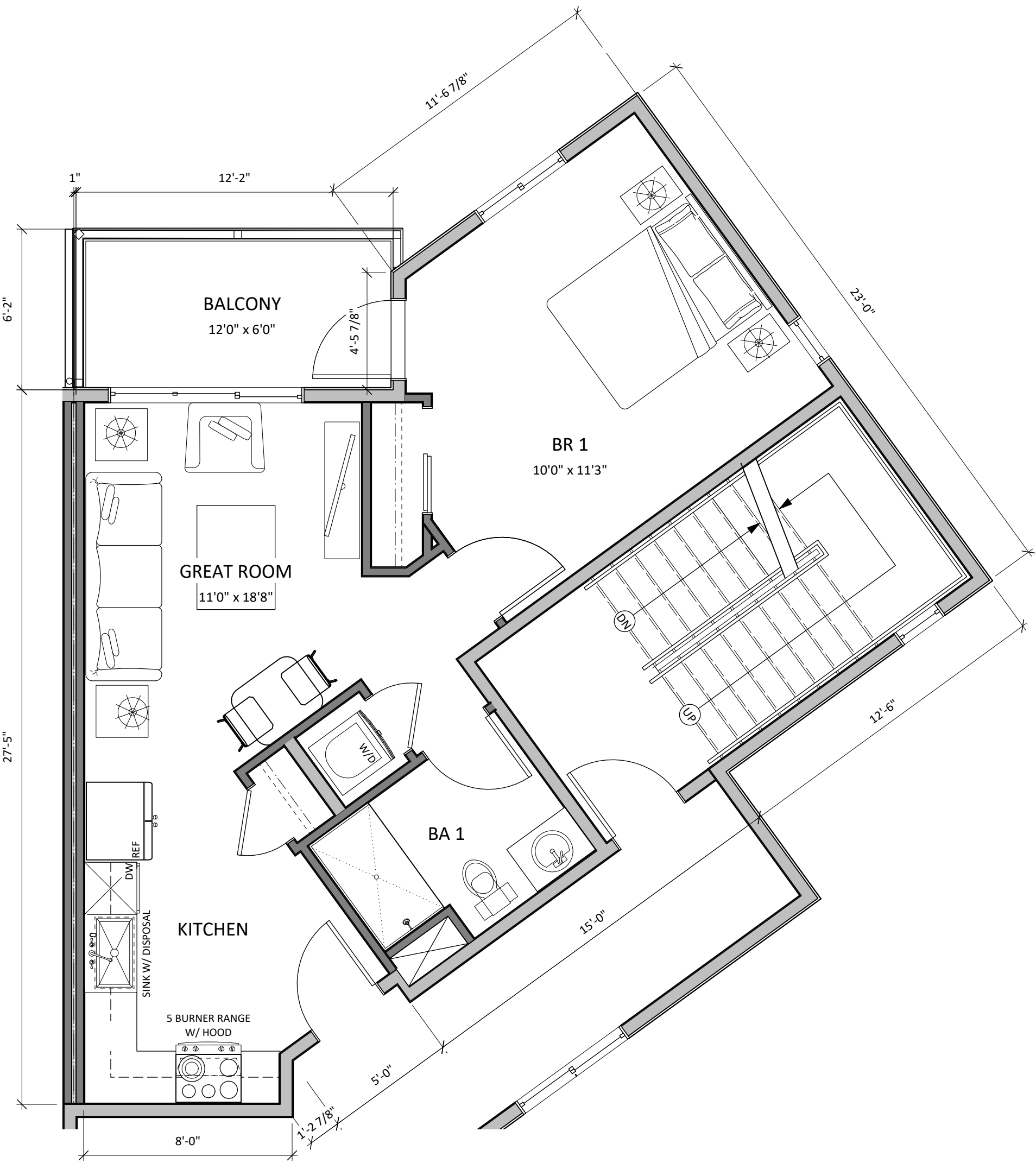
JOB NO: 18BP04 DATE: 03.06.20  
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A401

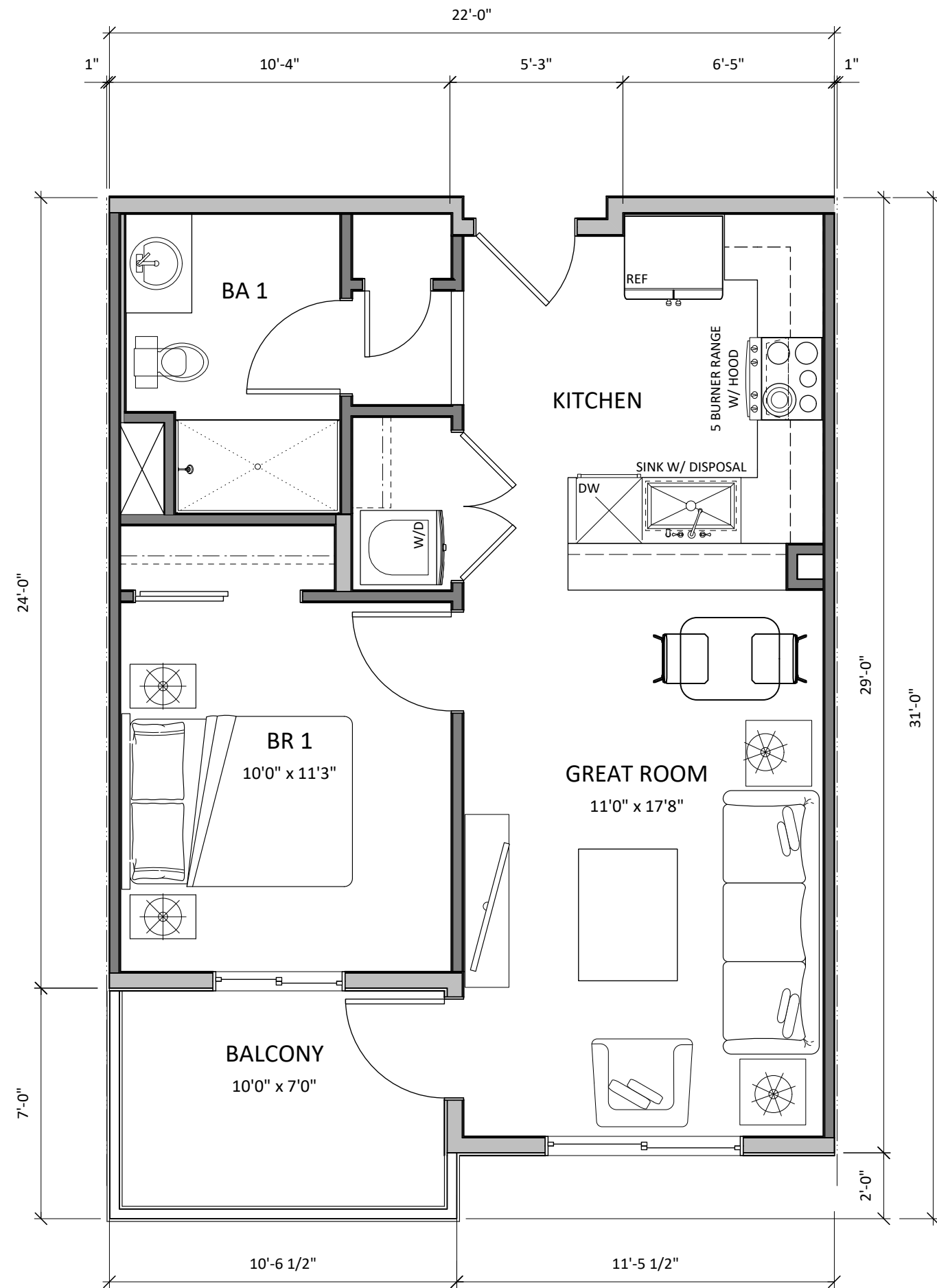
UNIT PLAN NOTES

1. Appliances shall be consistent with the following:
- a) Kitchen faucets: maximum flow rate not to exceed 1.5 gallons per minute at 60 psi
  - b) Standard dishwashers: 4.25 gallons per cycle
  - c) Compact dishwashers: 3.5 gallons per cycle
  - d) Clothes washers: water factor of 6 gallons per cubic feet of drum capacity.



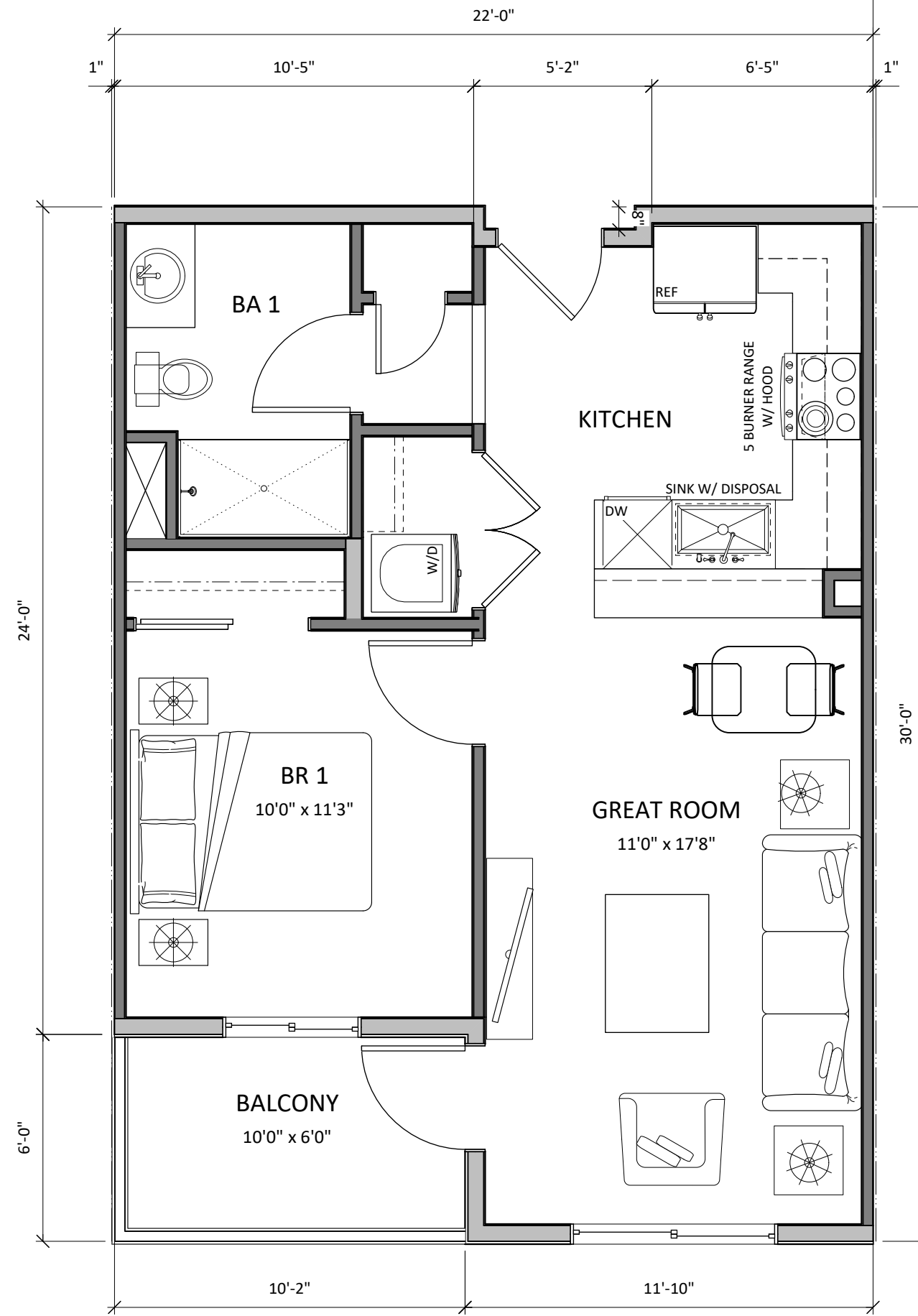
3 UNIT PLAN 2 - 1BR - 621 SF  
A401 Scale: 1/4" = 1'-0"

OPEN SPACE - 75 SF



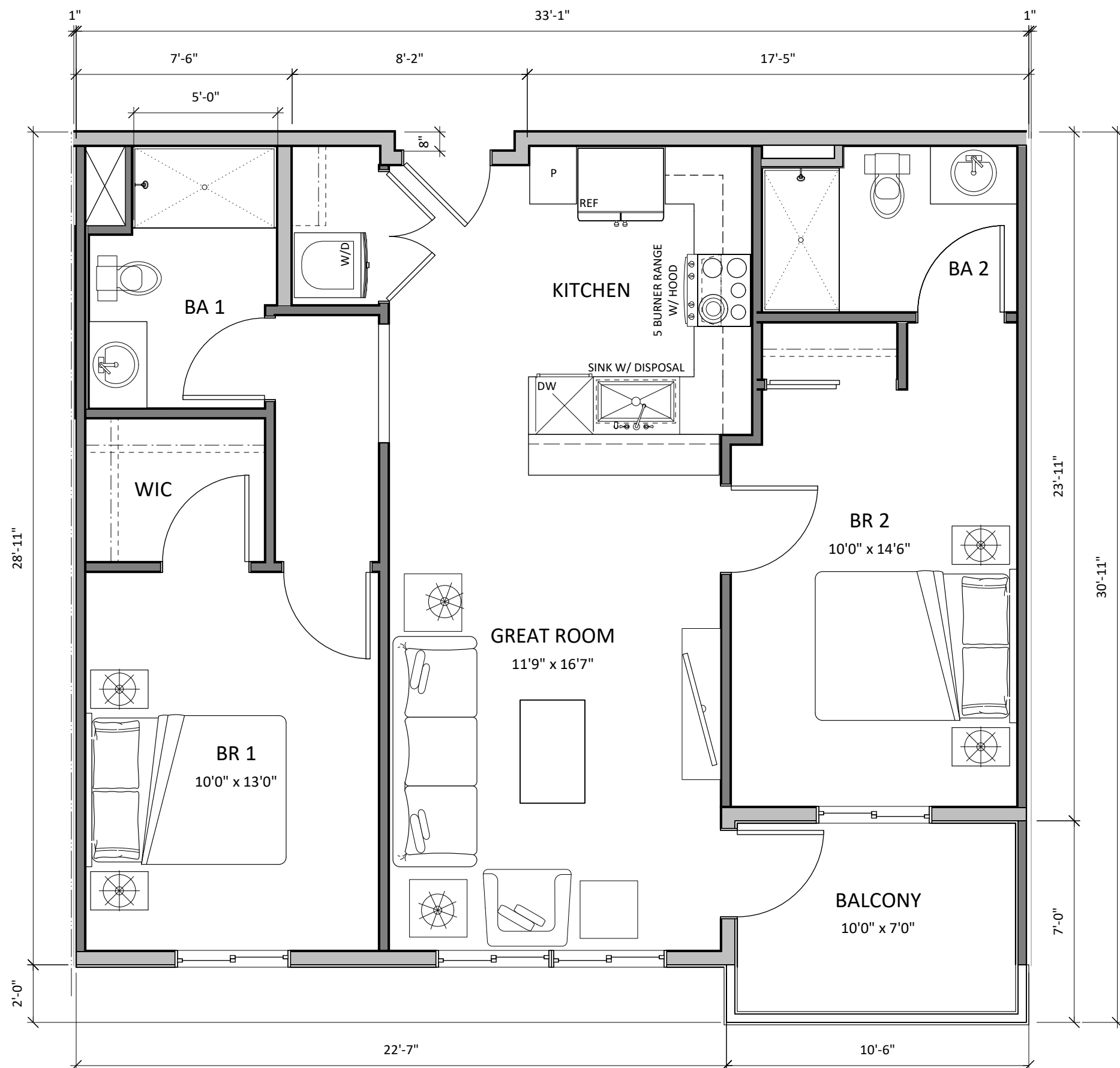
2 UNIT PLAN 1 B- 1BR - 580 SF  
A401 Scale: 1/4" = 1'-0"

OPEN SPACE - 72 SF



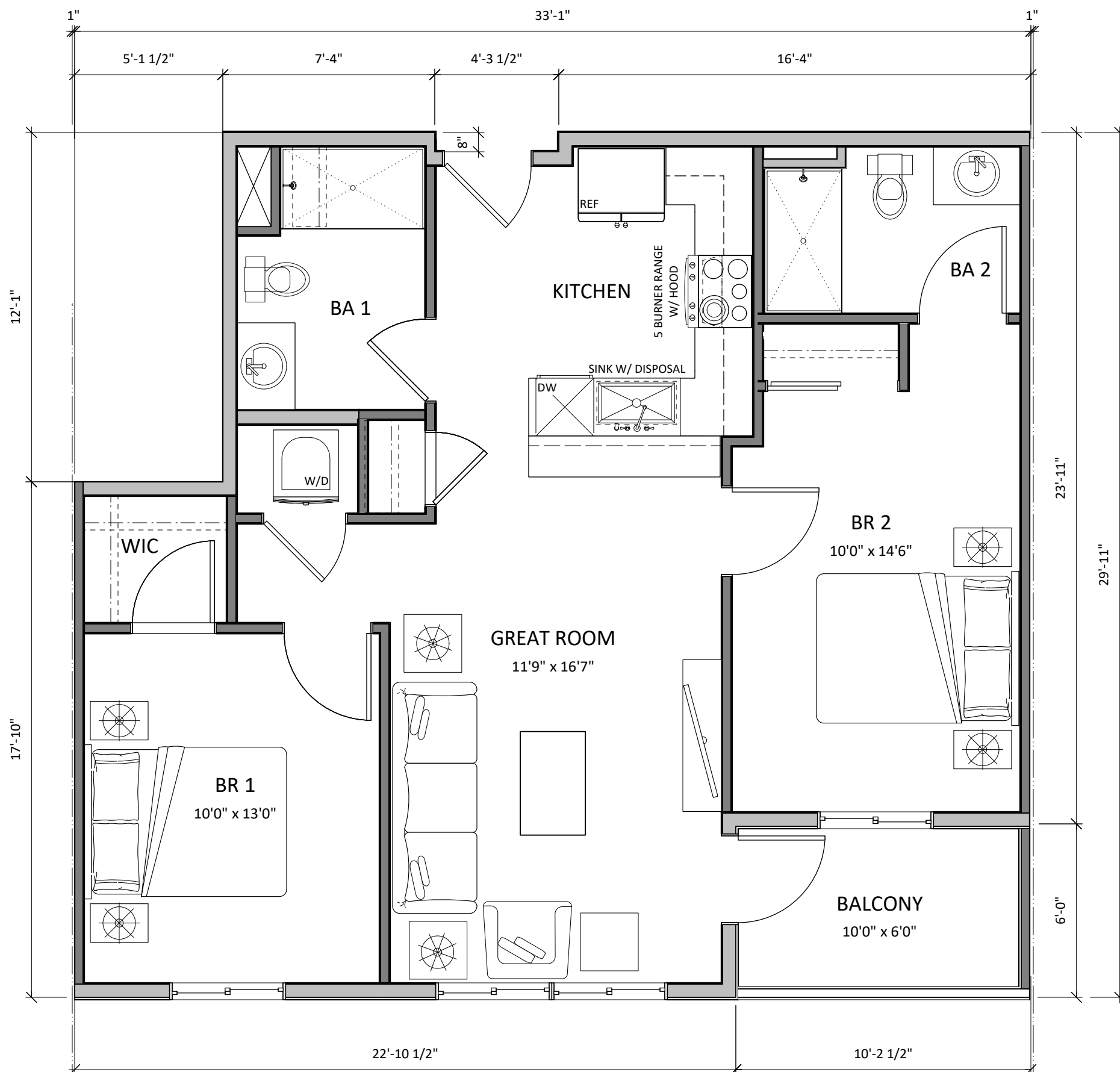
1 UNIT PLAN 1A - 1BR - 594 SF  
A401 Scale: 1/4" = 1'-0"

OPEN SPACE - 61 SF



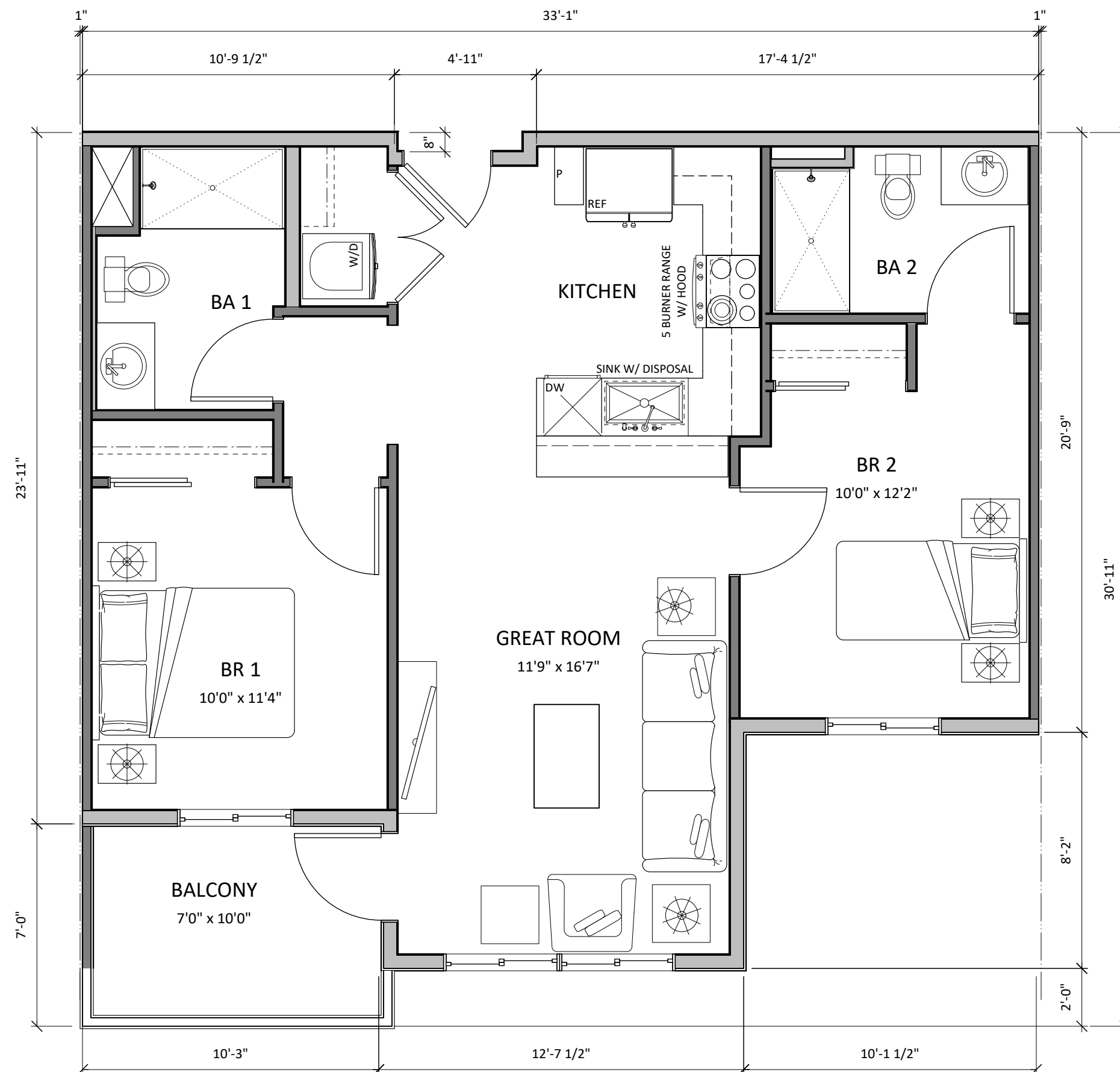
6 UNIT PLAN 5 - 2 BR - 902 SF  
A401 Scale: 1/4" = 1'-0"

OPEN SPACE - 72 SF



5 UNIT PLAN 4 - 2BR - 866 SF  
A401 Scale: 1/4" = 1'-0"

OPEN SPACE - 62 SF



4 UNIT PLAN 3 - 2BR - 817 SF  
A401 Scale: 1/4" = 1'-0"

OPEN SPACE - 73 SF



aBP a

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DRAWN BY: SS, YU

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AC201



1 SOUTH ELEVATION  
AC201 Scale: 1" = 10'-0"



2 WEST ELEVATION  
AC201 Scale: 1" = 10'-0"







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AC202



1 NORTH ELEVATION  
AC202 Scale: 1" = 10'-0"



2 EAST ELEVATION  
AC202 Scale: 1" = 10'-0"







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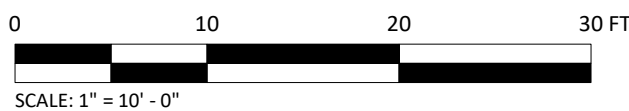
AC203



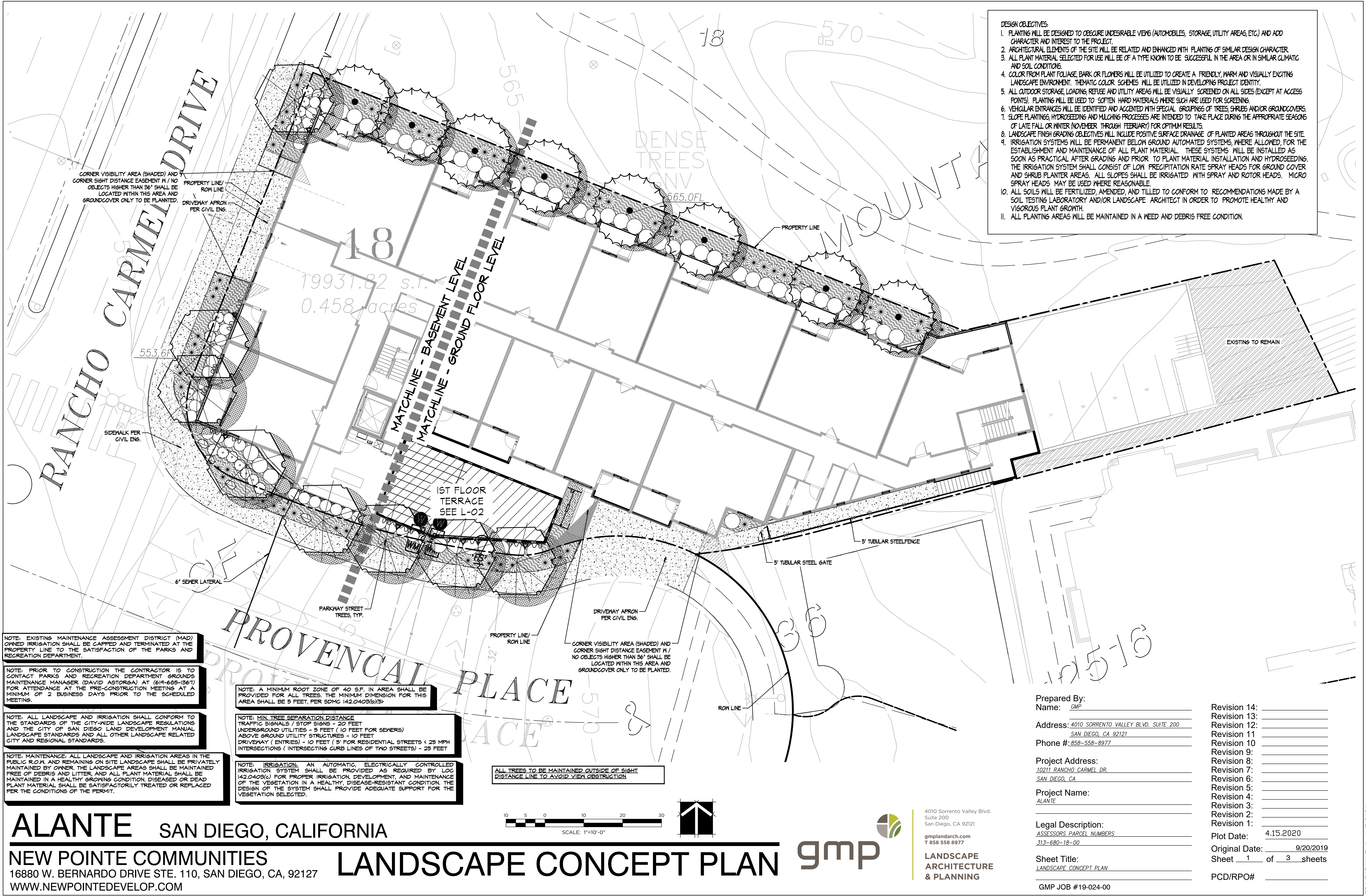
1  
AC203  
SOUTHEAST ELEVATION  
Scale: 1" = 10'-0"



2  
AC203  
NORTHEAST ELEVATION  
Scale: 1" = 10'-0"



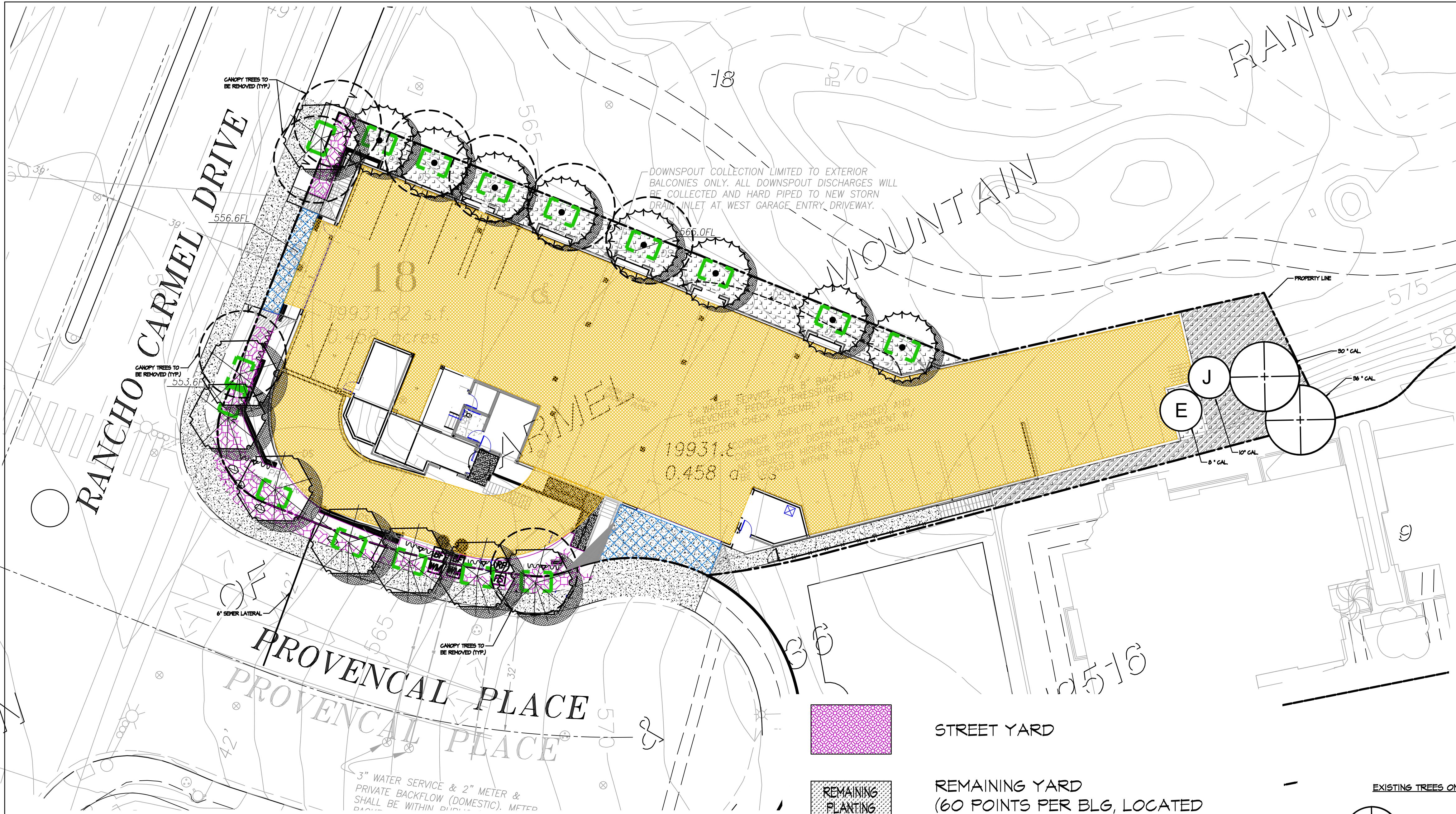






## GMP JOB #19-024-00





NOTE: PRIOR TO CONSTRUCTION THE CONTRACTOR IS TO CONTACT PARKS AND RECREATION DEPARTMENT GROUNDS MAINTENANCE MANAGER (DAVID ASTORSA) AT (619-685-1367) FOR ATTENDANCE AT THE PRE-CONSTRUCTION MEETING AT A MINIMUM OF 2 BUSINESS DAYS PRIOR TO THE SCHEDULED MEETING.

NOTE: ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE STANDARDS OF THE CITY-WIDE LANDSCAPE REGULATIONS AND THE CITY OF SAN DIEGO LAND DEVELOPMENT MANUAL LANDSCAPE STANDARDS AND ALL OTHER LANDSCAPE RELATED CITY AND REGIONAL STANDARDS.

NOTE: MAINTENANCE: ALL LANDSCAPE AND IRRIGATION AREAS IN THE PUBLIC ROW AND REMAINING ON SITE LANDSCAPE SHALL BE PRIVATELY MAINTAINED BY OWNER. THE LANDSCAPE AREAS SHALL BE MAINTAINED FREE OF DEBRIS AND LITTER, AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. DISEASED OR DEAD PLANT MATERIAL SHALL BE SATISFACTORILY TREATED OR REPLACED PER THE CONDITIONS OF THE PERMIT.

NOTE: EXISTING MAINTENANCE ASSESSMENT DISTRICT (MAD) OWNED IRRIGATION SHALL BE CAPPED AND TERMINATED AT THE PROPERTY LINE TO THE SATISFACTION OF THE PARKS AND RECREATION DEPARTMENT.

NOTE: A MINIMUM ROOT ZONE OF 40 SF. IN AREA SHALL BE PROVIDED FOR ALL TREES. THE MINIMUM DIMENSION FOR THIS AREA SHALL BE 5 FEET, PER SDMC 142.0403(b)(3).

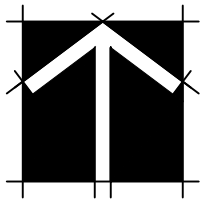
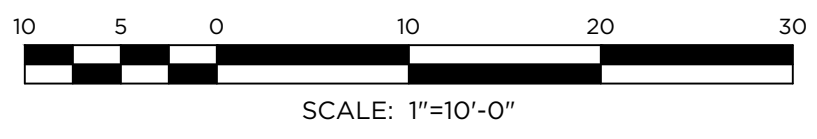
NOTE: MIN. TREE SEPARATION DISTANCE  
TRAFFIC SIGNALS / STOP SIGNS - 20 FEET  
UNDERGROUND UTILITIES - 5 FEET (10 FEET FOR SEWERS)  
ABOVE GROUND UTILITY STRUCTURES - 10 FEET  
DRIVEWAY (ENTRIES) - 10 FEET (5' FOR RESIDENTIAL STREETS < 25 MPH INTERSECTIONS ( INTERSECTING CURB LINES OF TWO STREETS) - 25 FEET

NOTE: IRRIGATION: AN AUTOMATIC, ELECTRICALLY CONTROLLED IRRIGATION SYSTEM SHALL BE PROVIDED AS REQUIRED BY LOC 142.0403(c) FOR PROPER IRRIGATION, DEVELOPMENT, AND MAINTENANCE OF THE VEGETATION IN A HEALTHY, DISEASE-RESISTANT CONDITION. THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED.

**ALANTE** SAN DIEGO, CALIFORNIA

**NEW POINTE COMMUNITIES**  
16880 W. BERNARDO DRIVE STE. 110, SAN DIEGO, CA, 92127  
WWW.NEWPOINTEDEVELOP.COM

**LANDSCAPE CONCEPT PLAN**



4010 Sorrento Valley Blvd.  
Suite 200  
San Diego, CA 92121  
gmplandarch.com  
T 858 558 8977  
**LANDSCAPE  
ARCHITECTURE  
& PLANNING**

**Landscape Calculations Worksheet**  
Multiple Dwelling Unit Development in All Zones

Provide the following information on the Landscape Plans. The Landscape Calculations determine the planting area and points required by the Landscape Regulations, Chapter 14, Article 2, Division 4 of the Land Development Code.

**STREET YARD**

- A minimum 40 sq. ft. planting area shall be provided for all trees, with no dimension less than 5 ft.
- At least one-half of the required planting points shall be achieved with trees.

Planting Area Required [142.0404]				Planting Area Provided		Excess Area Provided	
Total Area	834	sq. ft. x 50% =	417	sq. ft.	834	sq. ft.	417
				sq. ft.			

Planting Points Required [142.0404]				Plant Points Provided		Excess Points Provided	
Total Area	834	sq. ft. x 0.05 =	42	points	280	points	138
				points			

Points achieved with trees: 40 points

Planting Area allowable as hardscape or unattached unit pavers [142.0405(b)(1)(B)]				Provided	
Total Area		sq. ft. x 10% =		sq. ft.	

**REMAINING YARD - 2 Dwelling Units**

Plant Points Required		Plant Points Provided		Points Achieved with trees (at least 50%)	
60 points in the remaining yard				points	Points

**REMAINING YARD - 3 or more Dwelling Units**

Plant Points Required		Plant Points Provided		Points Achieved with trees (at least 50%)	
60 points x	1	# of buildings	316	points	160
				Points	Points

**VEHICULAR USE AREA (VUA) - See separate worksheet (DS-5)**

**ADDITIONAL YARD PLANTING AREA AND POINT REQUIREMENTS**

If any of the requirements of Landscape Regulations, Section 142.0405 (a) 1, 2, or 3 apply to your project, provide a written summary explaining how requirements are being met.

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Upon request, this information is available in alternative formats for persons with disabilities.

DS-006 (03-09)

Reset Form

**WRITTEN SUMMARY**

STREET YARD PLANTING REQUIRED IS 417 SF.  
STREET YARD PLANTING PROPOSED IS 834 SF.  
  
REMAINING YARD PLANT POINT REQUIREMENT IS 60  
REMAINING YARD PLANT POINTS PROVIDED IS 316  
  
PARKING IS PROVIDED INSIDE BUILDING PARKING GARAGE. VUA NOT APPLICABLE.

Prepared By:  
Name: GMP

Address: 4010 SORRENTO VALLEY BLVD. SUITE 200  
SAN DIEGO, CA 92121  
Phone #: 858-558-8977

Project Address:  
10211 RANCHO CARMEL DR.  
SAN DIEGO, CA

Project Name:  
ALANTE

Legal Description:  
ASSESSORS' PARCEL NUMBERS  
313-680-18-00

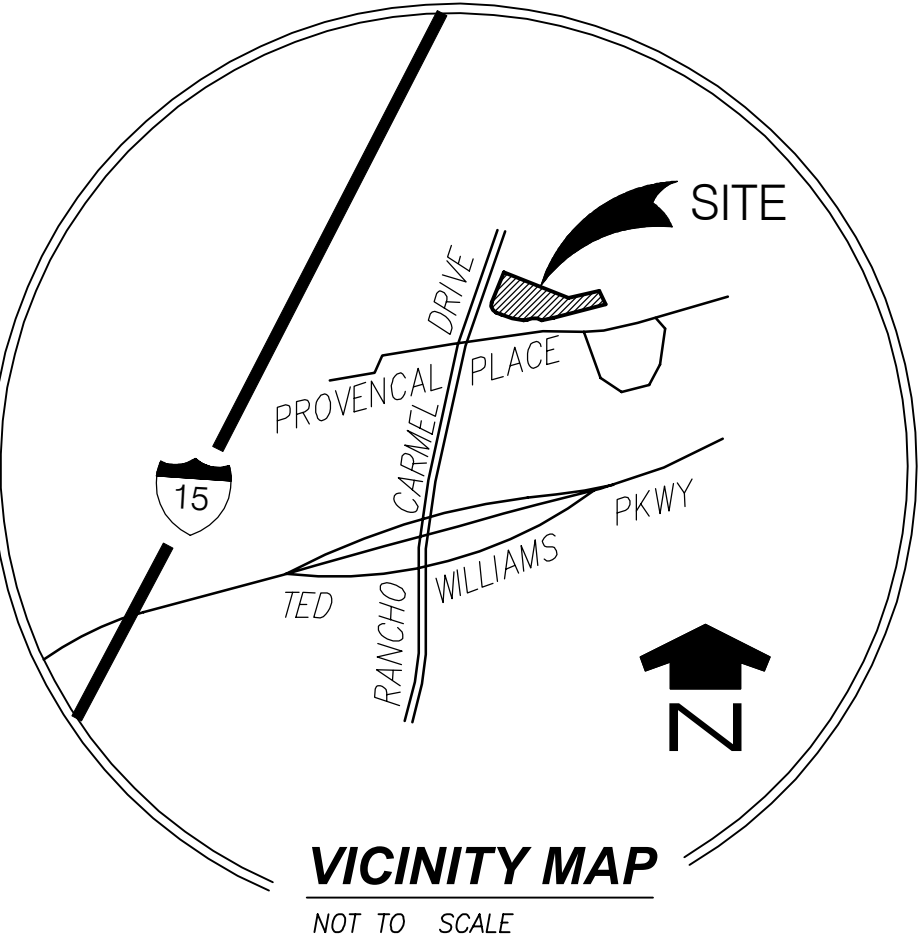
Sheet Title:  
LANDSCAPE CONCEPT PLAN

GMP JOB #19-024-00

Revision 14: \_\_\_\_\_  
Revision 13: \_\_\_\_\_  
Revision 12: \_\_\_\_\_  
Revision 11: \_\_\_\_\_  
Revision 10: \_\_\_\_\_  
Revision 9: \_\_\_\_\_  
Revision 8: \_\_\_\_\_  
Revision 7: \_\_\_\_\_  
Revision 6: \_\_\_\_\_  
Revision 5: \_\_\_\_\_  
Revision 4: \_\_\_\_\_  
Revision 3: \_\_\_\_\_  
Revision 2: \_\_\_\_\_  
Revision 1: \_\_\_\_\_  
Plot Date: 4.15.2020  
Original Date: 9/20/2019  
Sheet 3 of 3 sheets  
PCD/RPO# \_\_\_\_\_

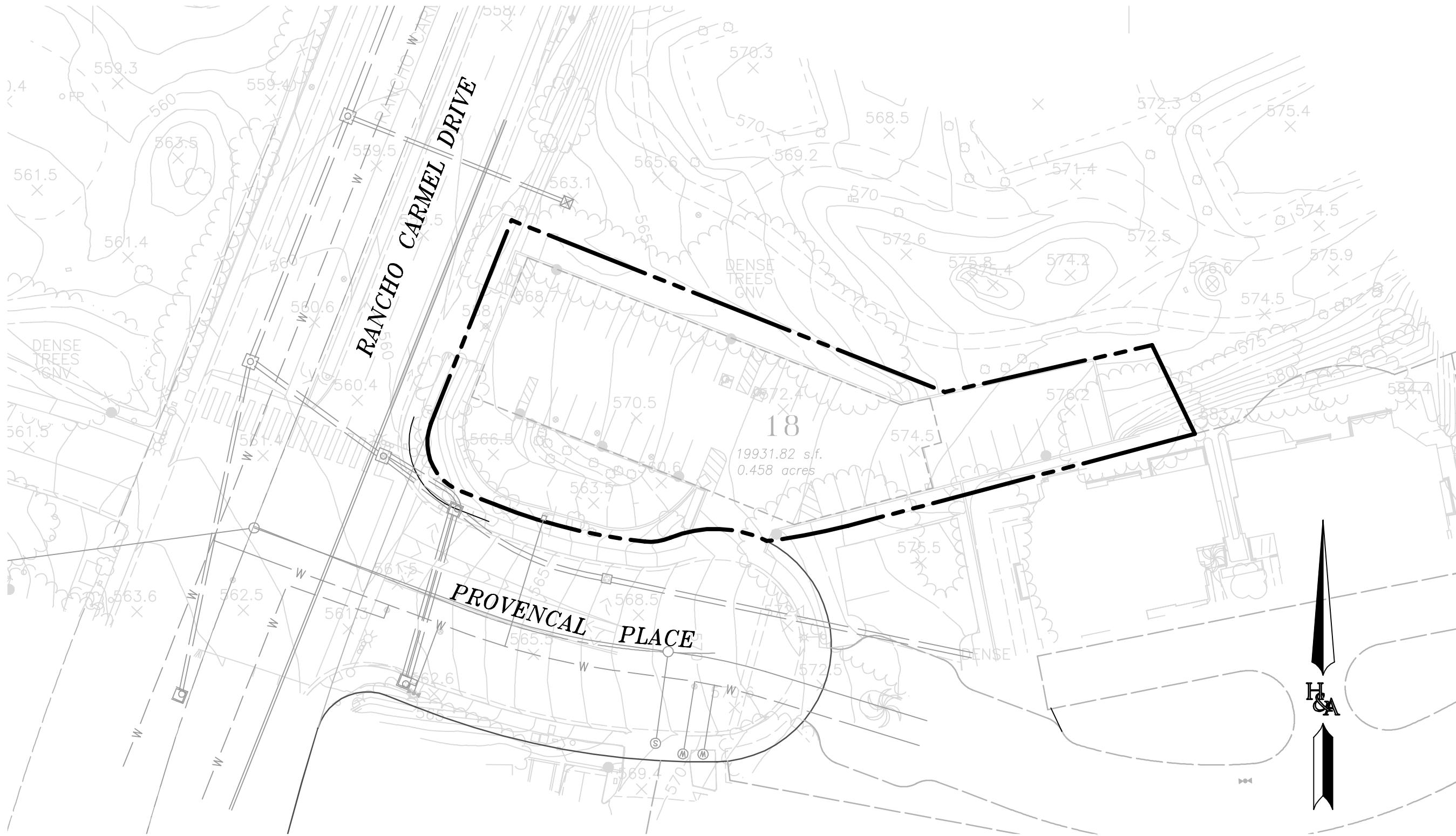


PLANNED DEVELOPMENT PERMIT  
ALANTE  
CITY OF SAN DIEGO, CALIFORNIA



LEGEND

PROPERTY LINE/ TM BOUNDARY	---
PROPOSED BUILDING NUMBER WITH PAD ELEVATION	24 547.4
ARCHITECTURAL FLOORPLAN TYPE	P2
PROPOSED EASEMENT LINE	---
EXISTING PUBLIC SEWER MAIN WITH MANHOLE	—○—
PROPOSED PRIVATE WATER MAIN (8" UNLESS OTHERWISE NOTED)	—W—
PROPOSED FIRE SERVICE (8" UNLESS OTHERWISE NOTED)	—[24]—
EXISTING PUBLIC WATER MAIN W/ FIRE HYDRANT	—W—[H]—
PROPOSED WATER LATERAL	—W—[18]—
PROPOSED SEWER LATERAL	—[18]—
PROPOSED CENTERLINE STREET ELEVATION	518.2
PROPOSED SPOT ELEVATION	237.7
EXISTING CONTOURS	182
PROPOSED CONTOURS	182
PROPOSED SLOPE BANK (2:1 MAX)	Y Y
PROPOSED % OF STREET CENTERLINE GRADE	2%
EXISTING STREET LIGHT	—○—
PROPOSED STORM DRAIN	—[18]—
EXISTING PUBLIC STORM DRAIN SYSTEM	—[18]—
EXISTING PROPERTY DATA	LOT 270
PROPOSED DOWNSPOUT	DS
LIMITS OF PROPOSED GRADING	---
SWALE	---
CORNER VISIBILITY AREA	△ △



PROJECT MAP  
SCALE: 1" = 40'

GENERAL DESIGN NOTES

- OUT/FILL SLOPES ARE 2:1 OR FLATTER UNLESS OTHERWISE SPECIFIED.
- GRADING SHOWN HEREON IS PRELIMINARY AND MAY BE SUBJECT TO MINOR REFINEMENTS IN FINAL DESIGN. FINAL GRADING PLANS WILL CONFORM TO THE APPROVED PERMIT AND EXHIBITS.
- DRAINAGE FACILITIES TO BE CONSTRUCTED PER CITY OF SAN DIEGO STANDARDS.
- PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT THE SUBDIVIDER SHALL ENTER INTO A MAINTENANCE AGREEMENT FOR THE ONGOING PERMANENT BMP MAINTENANCE SATISFACTORY TO THE CITY ENGINEER.
- PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT THE SUBDIVIDER SHALL INCORPORATE ANY CONSTRUCTION BEST MANAGEMENT PRACTICES NECESSARY TO COMPLY WITH CHAPTER 14, ARTICLE 2, DIVISION 1 (GRADING REGULATIONS) OF THE SAN DIEGO MUNICIPAL CODE, INTO THE CONSTRUCTION PLANS OR SPECIFICATIONS.
- DRAINAGE EASEMENTS SHALL BE PROVIDED AS REQUIRED.
- ALL LENGTHS, DISTANCES, LOT DIMENSIONS AND CURVE RADIUS ARE APPROXIMATE.
- ALL UTILITIES SHALL BE UNDERGROUND AND EASEMENTS PROVIDED AS NECESSARY.
- ALL PROPOSED WATER (INCLUDING SERVICES AND METERS) AND SEWER FACILITIES (PUBLIC & PRIVATE, WITHIN THE PUBLIC ROW OR PUBLIC EASEMENT MUST BE DESIGNED, CONSTRUCTED, OR ABANDONED IN ACCORDANCE WITH ESTABLISHED CRITERIA WITHIN THE CITY OF SAN DIEGO'S CURRENT WATER & SEWER FACILITY DESIGN GUIDELINES, REGULATIONS, STANDARDS AND PRACTICES PERTAINING THERETO.
- ALL ON-SITE WATER AND SEWER FACILITIES SHOWN ON THIS DRAWING ARE PRIVATE AND SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CALIFORNIA UNIFORM PLUMBING CODE AND SHALL BE REVIEWED AS PART OF THE BUILDING PERMIT PLAN CHECK.
- ANY EXISTING WATER SERVICES TO BE KILLED AT THE MAIN UNLESS OTHERWISE NOTED.
- ANY EXISTING SEWER SERVICES TO BE ABANDONED AT THE PROPERTY LINE.
- THERE ARE NO PROPOSED OR EXISTING BUS/TRANSIT STATIONS OR STOPS.
- COMMUNAL TRASH PICKUP IS PROPOSED AS PART OF THIS PROJECT.
- AN ILLUMINATED DIRECTORY IN ACCORDANCE WITH FHPS POLICY 1-00-6, SHALL BE PROVIDED.
- BUILDING ADDRESS NUMBERS SHALL BE VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. (PER UFC 901.4.4).
- IMPROVEMENTS SUCH AS DRIVEWAYS, UTILITIES, DRAINS AND WATER AND SEWER LATERALS SHALL BE DESIGNED SO AS TO NOT PROHIBIT THE PLACEMENT OF STREET TREES, ALL TO THE SATISFACTION OF THE CITY MANAGER.
- CALIFORNIA BUILDING CODE CONSTRUCTION TYPE: V-A.  
FIRE SPRINKLERS: FULL NFPA-13 FIRE SPRINKLER SYSTEM.  
NUMBER OF STORIES: 4-STORY, OVER 2 LEVEL PARKING STRUCTURE.
- CALIFORNIA BUILDING CODE OCCUPANCY GROUP: R-2 & B-1.
- MINIMUM 24" DIAMETER SIZE TREES SHALL BE INSTALLED WITHIN 10' OF THE FACE OF CURB AND IN OPENINGS BEING A MINIMUM 40 SQUARE FEET OF AIR AND WATER - PERMEABLE AREA AS INDICATED ON THE LANDSCAPE PLAN (SEE LANDSCAPE PLANS FOR DETAILS).
- IMPROVEMENT PLANS SHALL SHOW, LABEL, AND DIMENSION A 40 SQUARE FOOT AREA FOR EACH STREET TREE WHICH IS UNENCUMBERED BY HARDSCAPE AND UTILITIES.
- NO TREES OR SHRUBS EXCEEDING THREE FEET IN HEIGHT AT MATURITY SHALL BE INSTALLED WITHIN TEN FEET OF ANY SEWER AND FIVE FEET OF ANY WATER.
- ALL RESIDENTIAL BUILDINGS REQUIRE A FIRE SPRINKLER SYSTEM.
- FIRE ACCESS ROADWAY SIGNS OR RED CURBS WILL BE PROVIDED IN ACCORDANCE WITH BFLS POLICY A-96-1. TEMPORARY STREET SIGNS WILL BE PROVIDED IN ACCORDANCE WITH UFC 901.4.5
- ALL DRAIN SYSTEMS NOT LOCATED IN A PUBLIC STREET SHALL BE PRIVATE.
- WATER EASEMENTS WILL BE PROVIDED ADJACENT TO ALL STORM WATER CONSTRUCTION REQUIREMENTS OF THE STATE CONSTRUCTION GENERAL PERMIT, ORDER NO. 2009-009DWQ, OR SUBSEQUENT ORDER, AND THE MUNICIPAL STORM WATER PERMIT, ORDER NO. R9-2013-0001, OR SUBSEQUENT ORDER. IN ACCORDANCE WITH ORDER NO. 2009-009DWQ, OR SUBSEQUENT ORDER, A RISK LEVEL DETERMINATION SHALL BE CALCULATED FOR THE SITE AND A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE IMPLEMENTED CONCURRENTLY WITH THE COMMENCEMENT OF GRADING ACTIVITIES.
- PRIOR TO THE ISSUANCE OF A GRADING OR CONSTRUCTION PERMIT, A COPY OF THE NOTICE OF INTENT (NOI) WITH A VALID WASTE DISCHARGE ID NUMBER (WDID#) SHALL BE SUBMITTED TO THE CITY OF SAN DIEGO AS A PROOF OF THE ENROLLMENT UNDER THE CONSTRUCTION GENERAL PERMIT. WHEN OWNERSHIP OF THE ENTIRE SITE OR PORTIONS OF THE SITE CHANGES PRIOR TO FILING OF THE NOTICE OF TERMINATION (NOT) A REVISED NOI SHALL BE SUBMITTED ELECTRONICALLY TO THE STATE WATER RESOURCES BOARD IN ACCORDANCE WITH THE PROVISIONS AS SET FORTH IN SECTION 11.C OF ORDER NO 2009-009DWQ AND A COPY SHALL BE SUBMITTED TO THE CITY.
- PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT, THE OWNER/PERMITTEE SHALL ENTER INTO A MAINTENANCE AGREEMENT FOR THE ONGOING PERMANENT B.P MAINTENANCE SATISFACTORY TO THE CITY ENGINEER.
- PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT, THE OWNER/PERMITTEES SHALL INCORPORATE ANY CONSTRUCTION BEST MANAGEMENT PRACTICES NECESSARY TO COMPLY WITH CHAPTER 14, DIVISION 1 (GRADING REGULATIONS) OF THE SAN DIEGO MUNICIPAL CODE, INTO THE CONSTRUCTION PLANS OR SPECIFICATIONS.
- PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT, THE APPLICANT SHALL SUBMIT A TECHNICAL REPORT THAT WILL BE SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ENGINEER, BASED ON THE STORM WATER STANDARDS IN EFFECT AT THE TIME OF THE CONSTRUCTION PERMIT ISSUANCE.
- DEVELOPMENT OF THIS PROJECT SHALL COMPLY WITH ALL STORM WATER CONSTRUCTION REQUIREMENTS OF THE STATE CONSTRUCTION GENERAL PERMIT, ORDER NO. 2009-009DWQ, OR SUBSEQUENT ORDER, AND THE MUNICIPAL STORM WATER PERMIT, ORDER NO. R9-2013-0001, OR SUBSEQUENT ORDER. IN ACCORDANCE WITH ORDER NO. 2009-009DWQ, OR SUBSEQUENT ORDER, A RISK LEVEL DETERMINATION SHALL BE CALCULATED FOR THE SITE AND A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE IMPLEMENTED CONCURRENTLY WITH THE COMMENCEMENT OF GRADING ACTIVITIES.
- PRIOR TO THE ISSUANCE OF A GRADING OR CONSTRUCTION PERMIT, A COPY OF THE NOTICE OF INTENT (NOI) WITH A VALID WASTE DISCHARGE ID NUMBER (WDID#) SHALL BE SUBMITTED TO THE CITY OF SAN DIEGO AS A PROOF OF THE ENROLLMENT UNDER THE CONSTRUCTION GENERAL PERMIT. WHEN OWNERSHIP OF THE ENTIRE SITE OR PORTIONS OF THE SITE CHANGES PRIOR TO FILING OF THE NOTICE OF TERMINATION (NOT) A REVISED NOI SHALL BE SUBMITTED ELECTRONICALLY TO THE STATE WATER RESOURCES BOARD IN ACCORDANCE WITH THE PROVISIONS AS SET FORTH IN SECTION 11.C OF ORDER NO 2009-009DWQ AND A COPY SHALL BE SUBMITTED TO THE CITY.
- ALL BEARINGS AND DISTANCES ARE LOCATED AND SHOWN ON C4.
- NO PRIVATE IMPROVEMENTS (INCLUDING LANDSCAPING, ENHANCED PAVING, PRIVATE UTILITIES, OR STRUCTURES OF ANY KIND) THAT COULD INHIBIT THE MAINTENANCE, REPAIR, OR REPLACEMENT OF PUBLIC UTILITIES, MAY BE INSTALLED, CONSTRUCTED, OR LOCATED WITHIN THE LIMITS OF A PUBLIC WATER, SEWER OR GENERAL UTILITY EASEMENT WITHOUT A CITY APPROVED AND COUNTY RECORDED ENCROACHMENT AND MAINTENANCE REMOVAL AGREEMENT (EMRA).
- ALL WATER LINES SERVING THIS DEVELOPMENT (INCLUDING DOMESTIC, IRRIGATION, AND FIRE) MUST PASS THROUGH A PERMITTED, PRIVATE, ABOVE GROUND, BACKFLOW PREVENTION DEVICE (BFPD).
- THE OWNER/PERMITEE SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO CITY OF SAN DIEGO WATER AND SEWER FACILITIES IN THE VICINITY OF THE PROJECT SITE, DUE TO THE CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PROJECT, IN ACCORDANCE WITH MUNICIPAL CODE SECTION 142.0607. IN THE EVENT ANY SUCH FACILITY LOSES INTEGRITY THEN, THE OWNER/PERMITEE SHALL REPAIR OR RECONSTRUCT ANY DAMAGED PUBLIC WATER AND SEWER FACILITY IN A MANNER SATISFACTORY TO THE PUBLIC UTILITIES DIRECTOR AND CITY ENGINEER.
- PROJECT SHALL COMPLY WITH RECOMMENDATIONS IN ACOUSTICAL ANALYSIS REPORT PREPARED BY EILAR ASSOCIATED, INC. DATED SEPTEMBER 19, 2019.
- NO PUBLIC WATER, SEWER OR GENERAL UTILITY EASEMENTS CURRENTLY EXIST ON THE SUBJECT PROPERTY.
- EXISTING DRIVEWAY SHALL BE RECONSTRUCTED TO CURRENT ADA STANDARDS, ADJACENT TO THE SITE.
- THE PROPOSED PROJECT WILL COMPLY WITH ALL THE REQUIREMENTS OF THE CURRENT CITY OF SAN DIEGO STORM WATER STANDARDS MANUAL BEFORE A GRADING OR BUILDING PERMIT IS ISSUED. IT IS THE RESPONSIBILITY OF THE OWNER/DESIGNER/APPLICANT TO ENSURE THAT THE CURRENT STORM WATER PERMANENT BMP DESIGN STANDARDS ARE INCORPORATED INTO THE PROJECT.
- THIS PROJECT WILL BE REQUIRED TO ADHERE TO THE CITY OF SAN DIEGO STORM WATER STANDARDS IN EFFECT AT THE TIME OF APPROVAL OF MINISTERIAL PERMIT. THE CURRENT STORM WATER DEVELOPMENT REGULATIONS BECAME EFFECTIVE ON FEBRUARY 16, 2016 AND THIS PROJECT WILL BE SUBJECT TO THOSE REGULATIONS.
- ALL STORM WATER RUN-OFF FROM THE PROPOSED DEVELOPMENT SHALL BE DIRECTED TO PROPOSED LANDSCAPE LOW IMPACT DEVELOPMENT BMPs.
- SEE ARCHITECTURAL SET FOR ADDITIONAL DETAILS REGARDING THE RESIDENTIAL PROJECT.
- EXISTING MAINTENANCE ASSESSMENT DISTRICT (MAD) OWNED IRRIGATION SHALL BE CAPPED AND TERMINATED AT THE PROPERTY LINE TO THE SATISFACTION OF THE PARKS AND RECREATION DEPARTMENT.

PARKING SUMMARY

PARKING REQUIRED (TABLE 143-05C)				
RESIDENT SPACES REQUIRED				TOTAL
NO. OF BORMS/UNIT	# UNITS	SPACES REQ'D/UNIT	SPACES REQ'D	
1	26	0.0 /UNIT	0	
2	24	0.0 /UNIT	0	
TOTAL			50	0
PARKING PROVIDED				
RESIDENT SPACES				
PROVIDED STANDARD SPACES				22
PROVIDED COMPACT SPACES				28
SUBTOTAL				50
COMMON/GUEST SPACES				
COMPACT				3
STANDARD				2
ACCESSIBLE (VAN ADA)				1
EV				2
TOTAL PARKING PROVIDED				58.0
ADDITIONAL PARKING PROVIDED				
BIKE SPACES				
REQUIRED BIKE SPACES				22
PROPOSED BIKE SPACES				22
MOTORCYCLE SPACES				
STANDARD				5
ACCESSIBLE				5

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 18 OF RESUBDIVISION OF CARMEL MOUNTAIN RANCH UNITS 4 AND 36, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12516, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 13, 1989.

APN: 313-680-18

TOPOGRAPHY SOURCE

THE TOPOGRAPHIC MAPPING USED FOR THIS SURVEY IS BASED ON A FIELD SURVEY PERFORMED BY HUNSAKER & ASSOC. TOGETHER WITH AERIAL TOPOGRAPHY PRODUCED BY RJ LUNG PER FLIGHT OF JUNE 21, 2018.

BENCHMARK

CITY OF SAN DIEGO NEBP ON TOP OF INLET AT SHOAL CREEK DRIVE AND RANCHO CARMEL DRIVE.  
ELEV. 589.61'  
DATUM: NCGD 29'

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS NAD83 CCS '83 CALIFORNIA, ZONE 6, EPOCH 1991.35 GRID BEARING BETWEEN STATION 106 AND 105 PER CITY OF SAN DIEGO RECORD OF SURVEY NO. 14492.

I.E. N48°11'140"W

EXISTING EASEMENTS

THERE ARE NO EXISTING EASEMENTS ONSITE

EARTHWORK NOTES

TOTAL GRADING VOLUME  
AMOUNT OF CUT: APPROX. 100 CUBIC YARDS\*  
AMOUNT OF FILL: APPROX. 100 CUBIC YARDS\*

\*(NOTE: PROJECT GRADING IS LIMITED TO EXCAVATION FOR NEW BUILDING FOOTINGS AND MINOR REMEDIAL GRADING TO CORRECT EROSION AROUND EXISTING PARKING STRUCTURE.)

UTILITIES & SERVICES

ONSITE WATER .....PRIVATE  
OFFSITE WATER .....CITY OF SAN DIEGO (PUBLIC)  
ONSITE SEWER.....PRIVATE  
OFFSITE SEWER.....CITY OF SAN DIEGO (PUBLIC)  
FIRE AND POLICE.....CITY OF SAN DIEGO  
GAS & ELECTRICITY....SDG&E  
SCHOOL DISTRICT.....SAN DIEGO UNIFIED SCHOOL DIST.

DEVELOPMENT SUMMARY

THE PROPOSED DEVELOPMENT SITE IS CURRENTLY OCCUPIED BY AN EXISTING TWO LEVEL PARKING GARAGE (FORMER PARK AND RIDE FACILITY) AND IS APPROXIMATELY 0.46 ACRES IN AREA. THE SITE IS LOCATED AT THE NORTHEAST CORNER OF RANCHO CARMEL DRIVE AND PROVENCAL PLACE IN THE CARMEL MOUNTAIN RANCH COMMUNITY PLANNING AREA. THE PROJECT PROPOSES A PLANNED DEVELOPMENT PERMIT (PDP) TO DEVELOP A NEW FOUR STORY 50-UNIT APARTMENT ATOP THE EXISTING PARKING STRUCTURE. OF THE 50 UNIT TOTAL, 35 UNITS WOULD BE RENTAL RATE RENTALS, WHILE 15 UNITS (30%) WOULD BE RESTRICTED AS AFFORDABLE INCOME RENTALS. IN ADDITION TO THE PDP, THE PROJECT ALSO REQUIRES A COMMUNITY PLAN LAND USE AMENDMENT TO CHANGE THE EXISTING RESIDENTIAL LOW-MEDIUM DESIGNATION TO VERY-HIGH. A REZONE IS ALSO PROPOSED TO CHANGE THE EXISTING RM-1-2 ZONE TO RM-4-10.

GENERAL NOTES

- SITE AREA DATA:  
GROSS SITE AREA: .46 ACRE  
NET SITE AREA: .46 ACRE
- TOTAL NUMBER OF EXISTING/PROPOSED LOTS:  
EXISTING LOTS: 1  
PROPOSED LOTS: 1
- TOTAL NUMBER OF PROPOSED UNITS: 50
- COMMUNITY PLAN: CARMEL MOUNTAIN RANCH  
PROPOSED COMMUNITY/ GENERAL PLAN LAND USE:  
(RESIDENTIAL: VERY HIGH  
(COMMUNITY PLAN AMENDMENT REQUIRED))
- ZONING: EXISTING: RM-1-2  
PROPOSED: RM-4-10  
SITE IS ALSO WITHIN THE AIRPORT LANDUSE COMPATIBILITY OVERLAY ZONE, THE AIRPORT INFLUENCE AREAS OVERLAY ZONE, THE RESIDENTIAL TANDEM PARKING OVERLAY ZONE, THE PARKING STANDARDS TRANSIT PRIORITY AREAS, AND THE TRANSIT PRIORITY AREAS OVERLAY ZONE.
- DENSITY PROPOSED:  
GROSS SITE DENSITY: 109 DU'S/AC (50 UNITS/.46 AC)
- APN #: 313-680-18
- AVERAGE DAILY TRIPS: 300 (50 UNITS X 6 TRIPS)
- GEO HAZARD ZONE: 53
- TOTAL FLOOR AREA: 47,639 FLOOR AREA RATIO: 2.39
- NO TRANSIT STOPS ARE PROPOSED WITH THIS PROJECT.
- LAMBERT COORDINATES: 282-1737

PROJECT TEAM

ENGINEER

HUNSAKER & ASSOCIATES SD, INC.  
9707 MAPLES STREET  
SAN DIEGO, CA 92121  
(858) 558-4500

LANDSCAPE ARCHITECT

GMP LANDSCAPE ARCHITECTURE  
4010 SORRENTO VALLEY BLVD  
SUITE 200  
SAN DIEGO, CA 92121  
(858) 558-8977

SOILS ENGINEER

ADVANCED GEOTECHNICAL SOLUTIONS  
485 CORPORATE DR. SUITE B  
ESCONDIDO, CA 92029  
(619) 867-0487

OWNER

CITY OF SAN DIEGO  
1200 THIRD AVENUE, SUITE 1700  
SAN DIEGO, CA 92101  
(619) 236-6020

APPLICANT

NEW POINT COMMUNITIES, INC.  
16880 W BERNARDO DRIVE  
SUITE 110  
SAN DIEGO, CA 92127  
(858) 451-8700

ARCHITECT

ARCHITECTS BP ASSOCIATES  
11858 BERNARDO PLAZA COURT  
SUITE 120  
SAN DIEGO, CA 92198  
(858) 592-4710

NOISE

EILAR ASSOCIATES  
210 SOUTH JUNIPER STREET  
SUITE 100  
ESCONDIDO, CA 92025  
(760) 738-5570

TRAFFIC ENGINEER

LLG ENGINEERS  
4542 RUFFNER STREET  
SUITE 100  
SAN DIEGO, CA 92111  
(858) 300-8800

PROFESSIONAL CERTIFICATION STATEMENT

I HEREBY ACKNOWLEDGE AND CERTIFY THAT:

- I AM ACCOUNTABLE FOR KNOWING AND COMPLYING WITH THE GOVERNING POLICIES, REGULATIONS AND SUBMITTAL REQUIREMENTS APPLICABLE TO THIS PROPOSED DEVELOPMENT;
- I HAVE PERFORMED REASONABLE RESEARCH TO DETERMINE THE REQUIRED APPROVALS AND DECISION PROCESS FOR THE PROPOSED PROJECT, AND THAT FAILURE TO ACCURATELY IDENTIFY AN APPROVAL OR DECISION PROCESS COULD SIGNIFICANTLY DELAY THE PERMITTING PROCESS.
- I HAVE TAKEN THE PROFESSIONAL CERTIFICATION FOR DEVELOPMENT PERMIT COMPLETENESS REVIEW TRAINING AND AM ON THE APPROVED LIST FOR PROFESSIONAL CERTIFICATION;
- MAINTAINING MY PROFESSIONAL CERTIFICATION FOR DEVELOPMENT PERMIT COMPLETENESS REVIEW PRIVILEGE REQUIRES ACCURATE SUBMITTALS ON A CONSISTENT BASIS;
- SUBMITTING INCOMPLETE DOCUMENTS AND PLANS ON A CONSISTENT BASIS MAY RESULT IN THE REVOCATION OF MY PROFESSIONAL CERTIFICATION FOR DEVELOPMENT PERMIT COMPLETENESS REVIEW;
- IF REQUIRED DOCUMENTS OR PLAN CONTENT IS MISSING, PROJECT REVIEW WILL BE DELAYED; AND
- THIS SUBMITTAL PACKAGE MEETS ALL OF THE MINIMUM SUBMITTAL REQUIREMENTS CONTAINED IN LAND DEVELOPMENT MANUAL, VOLUME 1, CHAPTER 1, SECTION 4. RESPONSIBLE

CERTIFIED PROFESSIONAL NAME: DANIEL E. REHM

SIGNATURE: [Signature]

DATE: 9/25/19

PREPARED BY:



PLANNING: 9707 Maples Street  
ENGINEERING: San Diego, Ca 92121  
SURVEYING: PH080558-4500 - PH080558-1414

PROJECT ADDRESS: 10211 RANCHO CARMEL DRIVE  
SAN DIEGO, CA 92128

PROJECT #: 648597

# REVISIONS

#	REVISIONS	DATE	BY
1.	1st SUBMITTAL	09/25/19	H&A
2.	2nd SUBMITTAL	12/16/19	H&A
3.	3rd SUBMITTAL	03/06/20	H&A
4.	4th SUBMITTAL	03/26/20	H&A
5.	5th SUBMITTAL	04/21/20	H&A
6.	6th SUBMITTAL	04/30/20	H&A

SHEET INDEX

- C1 TITLE SHEET
- C2 DETAILS
- C3 GROUND FLOOR
- C4 BASEMENT FLOOR & SITE SECTION
- C5 WATER CONNECTION DETAIL
- C6 BOUNDARY & ENCUMBRANCE, & EXISTING TOPO
- C7 FIRE ACCESS PLAN

PREPARED BY:



PLANNING: 9707 Maples Street  
ENGINEERING: San Diego, Ca 92121  
SURVEYING: PH080558-4500 - PH080558-1414

PLANNED DEVELOPMENT PERMIT

ALANTE

CITY OF SAN DIEGO, CALIFORNIA

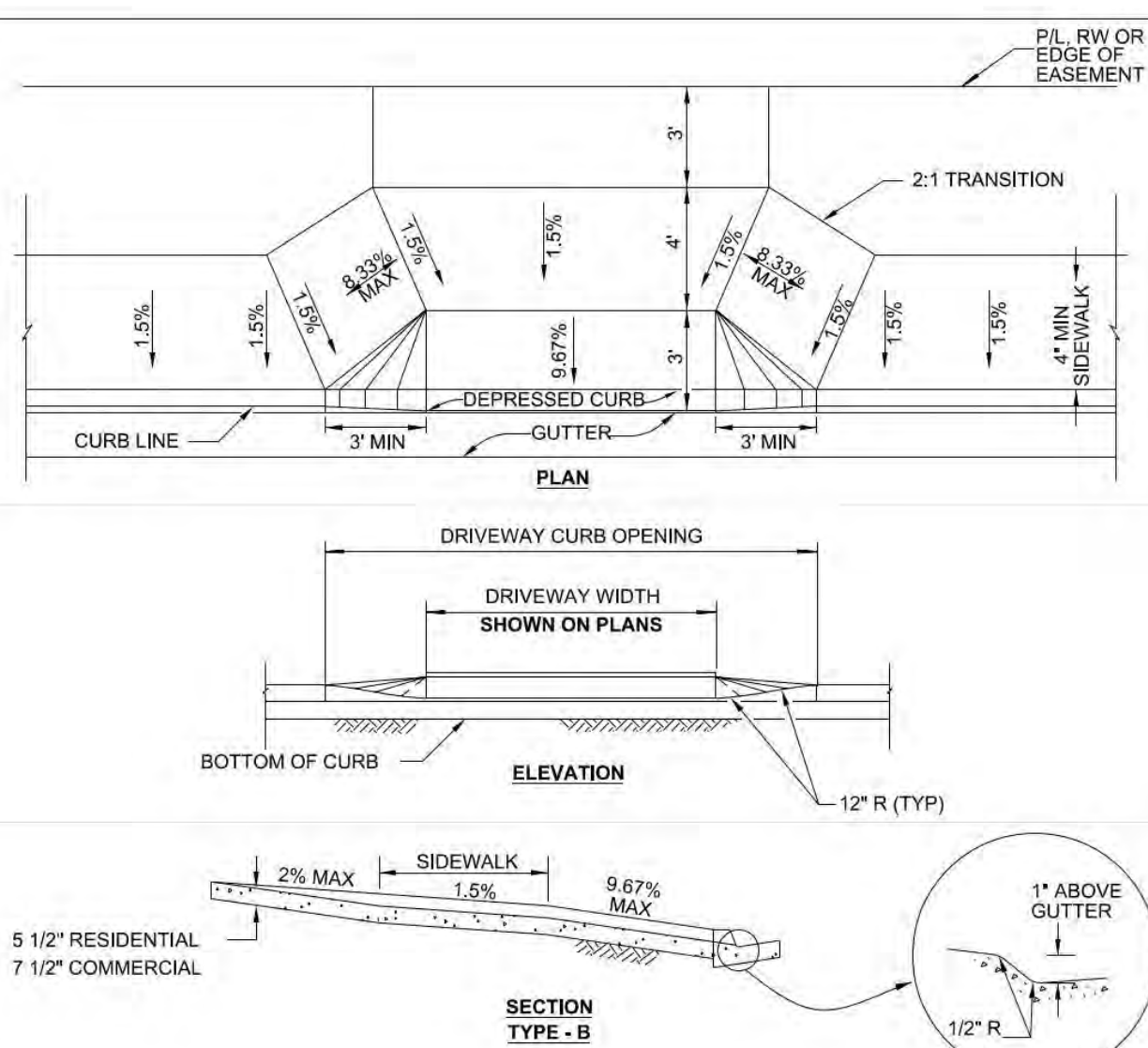
SHEET

C1

OF

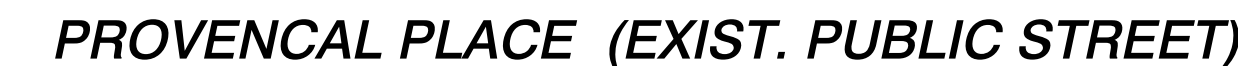
C7



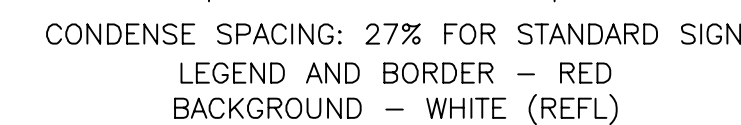


- NOTES:**
1. NO CONCRETE SHALL BE PLACED UNTIL FORMS AND SUBGRADE ARE INSPECTED.
  2. FOR RESIDENTIAL USE, CONCRETE SHALL BE 520-C-2500; FOR COMMERCIAL USE, CONCRETE SHALL BE 560-C-3250.
  3. **SEE STANDARD DRAWINGS SDG-164 AND G-15** FOR WIDTH AND LOCATION REQUIREMENTS.
  4. DRIVEWAY RAMP TO EXTEND TO 10' FROM CURB FACE OR TO RIGHT-OF-WAY, WHICHEVER IS LESS, (FOR COMMERCIAL USE ONLY).
  5. PLACE EXPANSION JOINT AT RIGHT-OF-WAY OR 10', WHICHEVER IS LESS.
  6. **SEE SDG-151 AND G-10** FOR CURB AND JOINT DETAILS.
  7. DIMENSIONS SHOWN REFLECT A 6" CURB HEIGHT.
  8. METER BOXES SHALL NOT BE LOCATED WITHIN DRIVEWAY.
  9. DRIVEWAY IN EXCESS OF 15' IN LENGTH FROM CURB FACE SHALL HAVE 7 1/2" MINIMUM CONCRETE THICKNESS.
  10. ALL HISTORICAL STAMPS /IMPRESSIONS (STREET NAME, CONTRACTOR NAME, AND DATE) SHALL BE PRESERVED **PER SDG-115.**
  11. FOR DESIGNATED URBANIZED COMMUNITIES, SIDEWALK DESIGN (SCORING PATTERN, COLOR, TEXTURE) SHALL BE IN CONFORMANCE WITH LOCAL DESIGN ON ADJACENT PROPERTIES.
- SHEET 2 OF 2

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING  <b>CONCRETE DRIVEWAY (CONTIGUOUS SIDEWALK)</b>	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE   COORDINATOR P.C.E. 9043	9/4/18 DATE
CRENSHAW	KA	J. NAGELEVOORT	09/11/12		DRAWING NUMBER  <b>SDG-159</b>	
UPDATED	PC	J. NAGELEVOORT	10/1/15			
UPDATED	PC	J. NAGELEVOORT	2/16			
PREPARED	CS	J. NAGELEVOORT	09/16			



A 19,932 (0.46 AC)



R26F SIGN  
FIRE LANE SIGN  
NOT TO SCALE

PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH(858)558-4500 · FX(858)558-1414

**ALANTE**  
CITY OF SAN DIEGO, CALIFORNIA

**SHEET**  
**C2**  
**OF**  
**C7**



**GENERAL DESIGN NOTE**

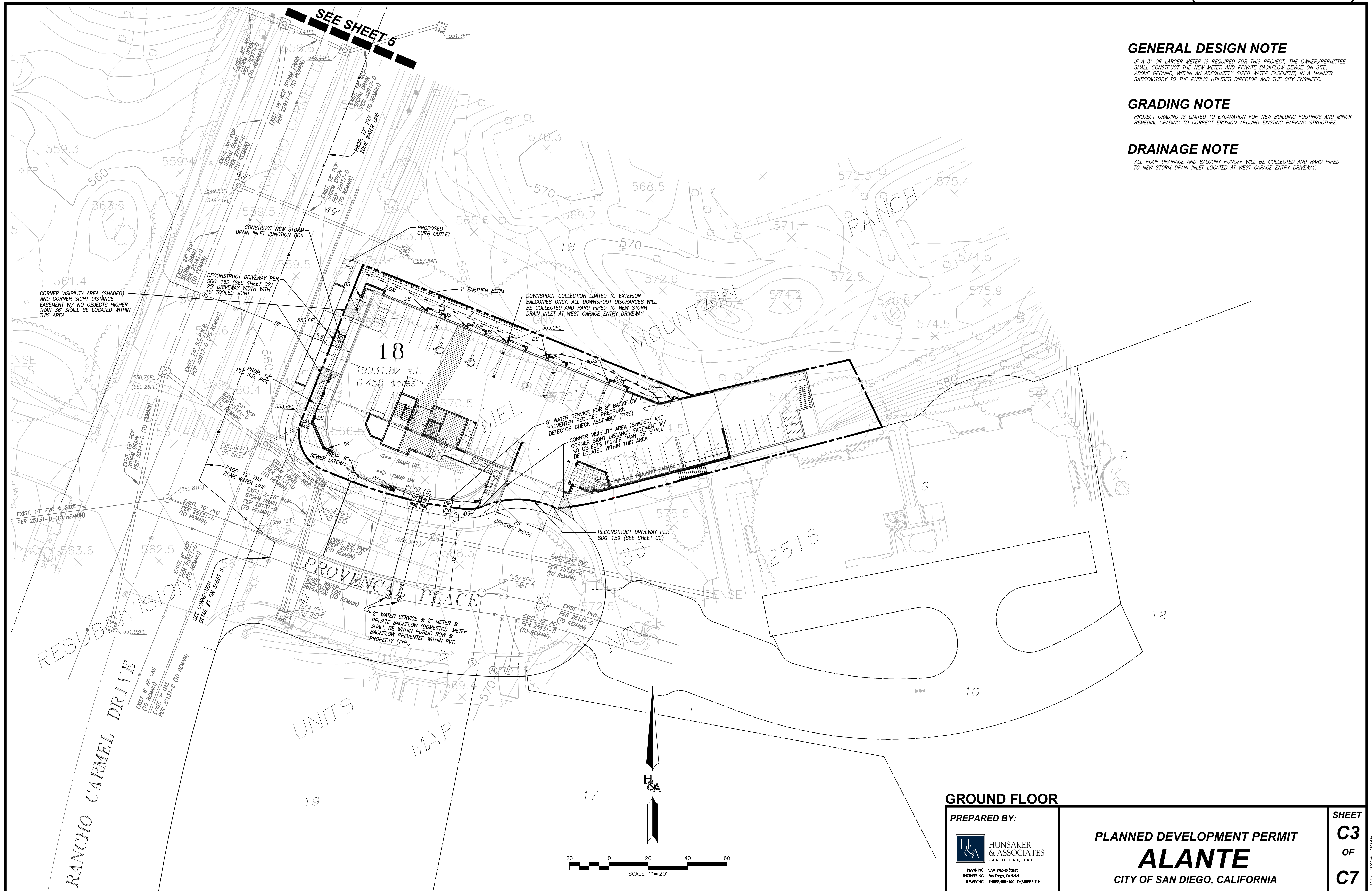
IF A 3" OR LARGER METER IS REQUIRED FOR THIS PROJECT, THE OWNER/PERMITEE SHALL CONSTRUCT THE NEW METER AND PRIVATE BACKFLOW DEVICE ON SITE, ABOVE GROUND, WITHIN AN ADEQUATELY SIZED WATER EASEMENT, IN A MANNER SATISFACTORY TO THE PUBLIC UTILITIES DIRECTOR AND THE CITY ENGINEER.

**GRADING NOTE**

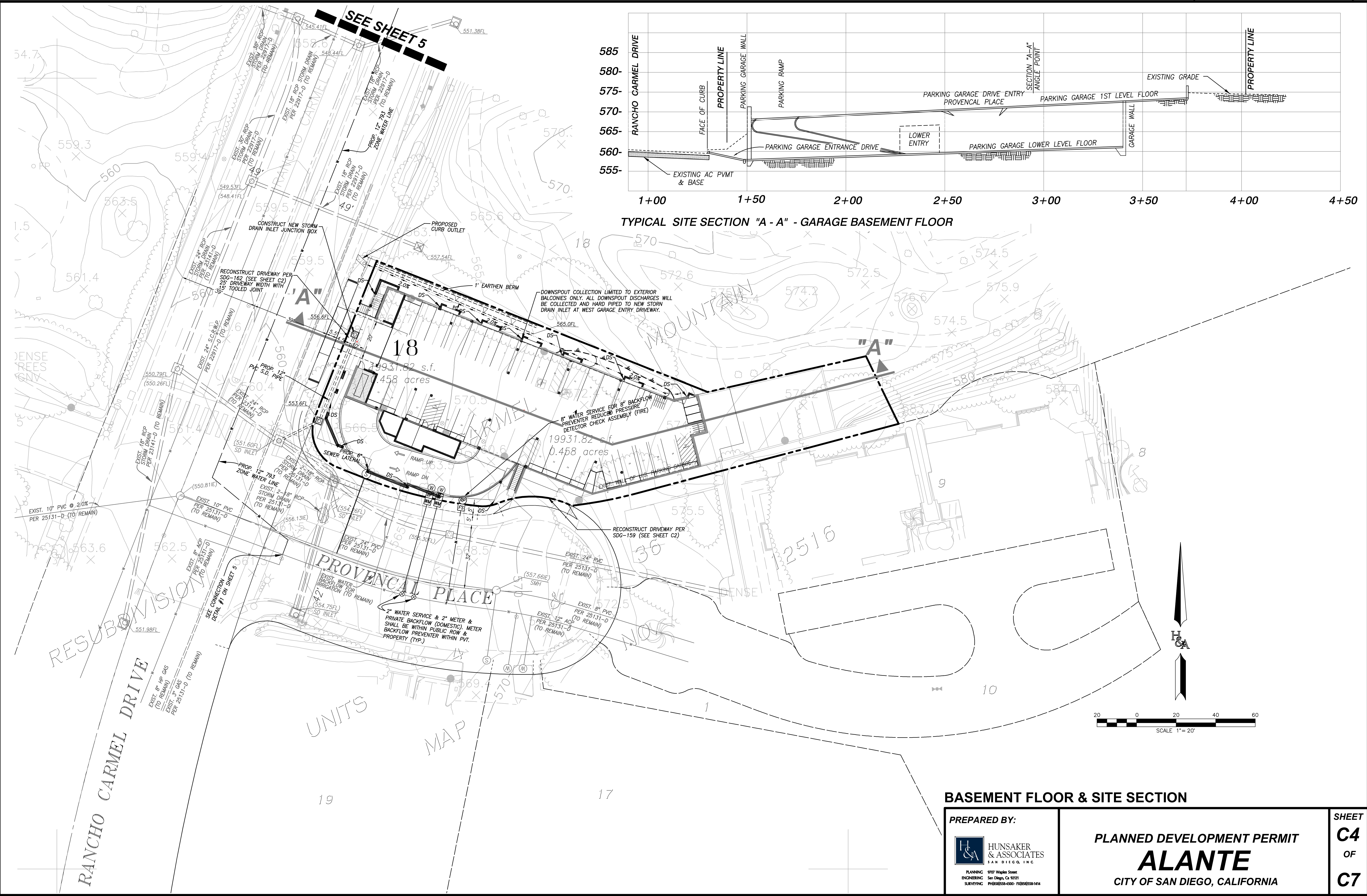
PROJECT GRADING IS LIMITED TO EXCAVATION FOR NEW BUILDING FOOTINGS AND MINOR REMEDIAL GRADING TO CORRECT EROSION AROUND EXISTING PARKING STRUCTURE.

***DRAINAGE NOTE***

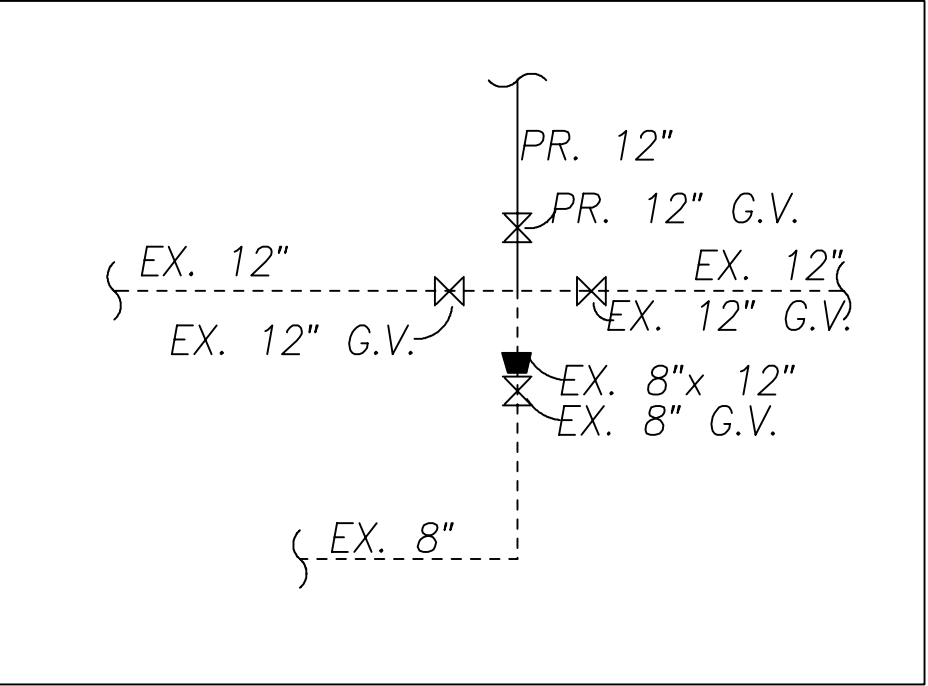
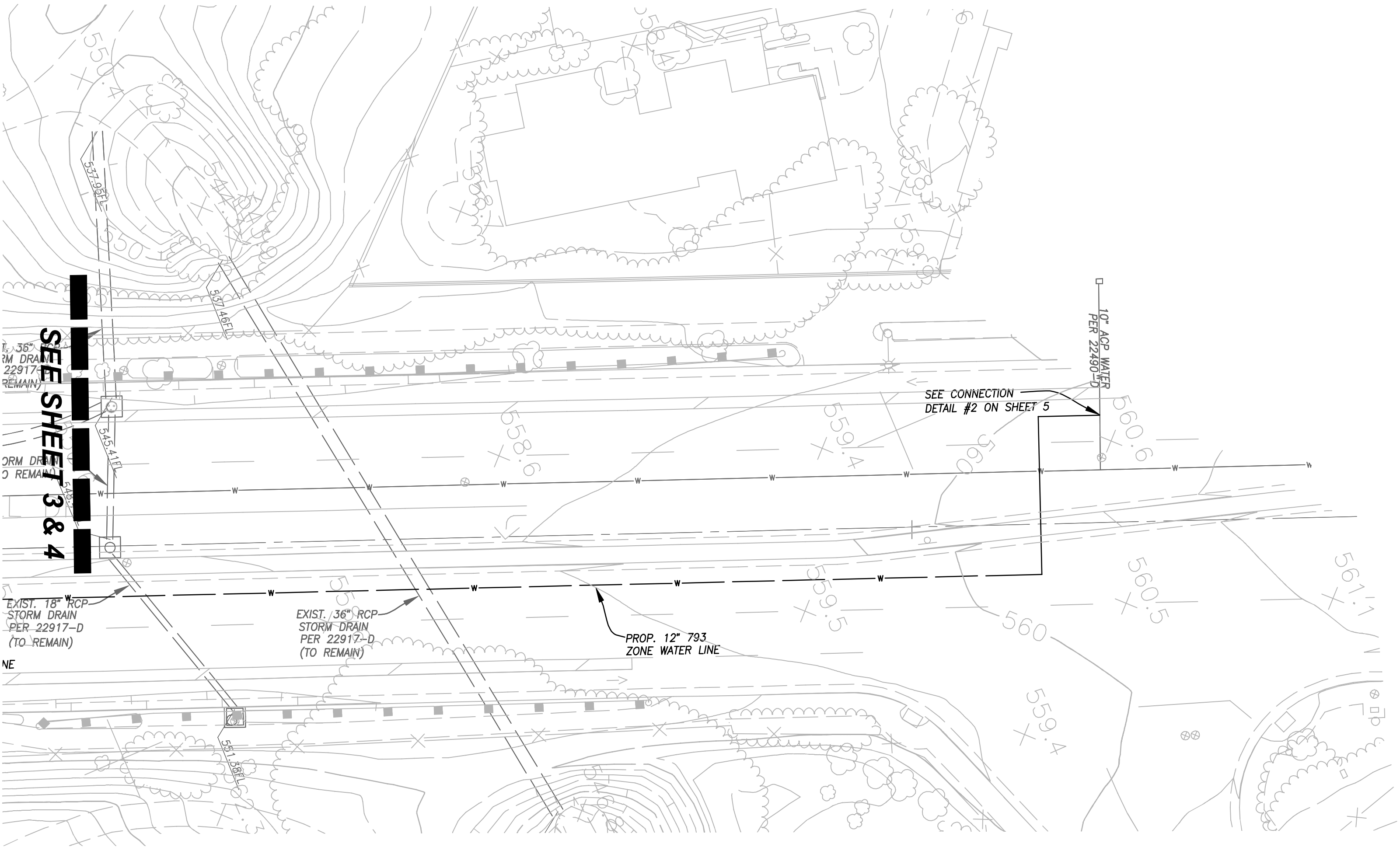
ALL ROOF DRAINAGE AND BALCONY RUNOFF WILL BE COLLECTED AND HARD PIPED TO NEW STORM DRAIN INLET LOCATED AT WEST GARAGE ENTRY DRIVEWAY.



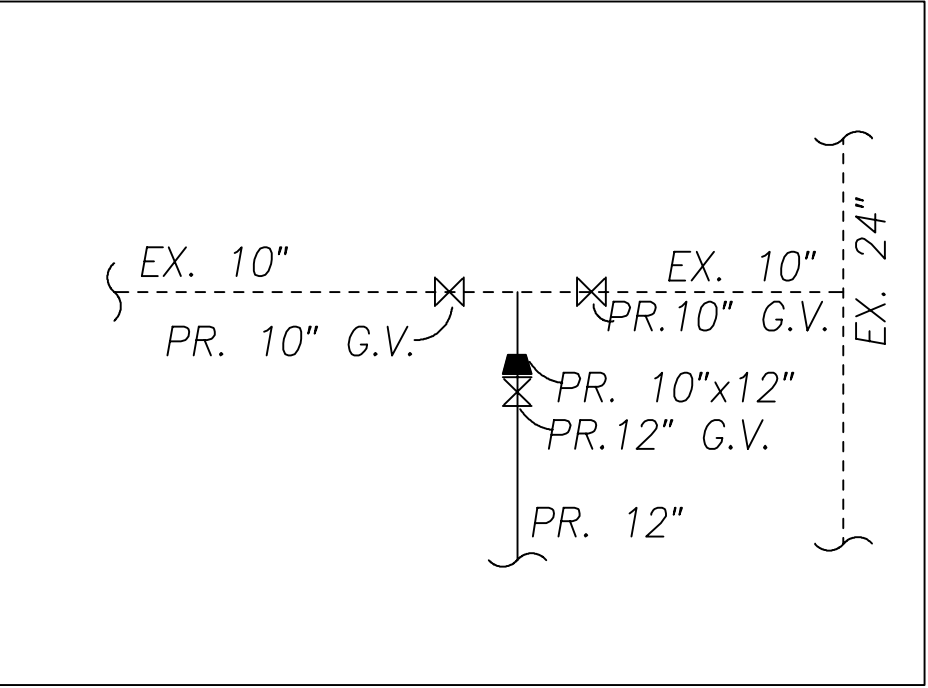








WATER CONNECTION  
DETAIL #1



WATER CONNECTION  
DETAIL #2

WATER CONNECTION DETAIL

<p>PREPARED BY:</p> <p> HUNSAKER &amp; ASSOCIATES SAN DIEGO, INC.</p> <p>PLANNING 9707 Waples Street ENGINEERING San Diego, CA 92121 SURVEYING PH:619/585-4500 FAX:619/585-4414</p>	<p>PLANNED DEVELOPMENT PERMIT</p> <p><b>ALANTE</b></p> <p>CITY OF SAN DIEGO, CALIFORNIA</p>	<p>SHEET</p> <p><b>C5</b></p> <p>OF</p> <p><b>C7</b></p>
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TITLE REPORT EXCEPTIONS

- ITEMS A, B AND C REFER TO TAXES.
1.

MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: DEVELOPMENT AGREEMENT  
RECORDING DATE: DECEMBER 10, 1985  
RECORDING NO: 85-464528 OF OFFICIAL RECORDS  
  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
2.

MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: AGREEMENT  
RECORDING DATE: OCTOBER 2, 1986  
RECORDING NO: 86-0444101 OF OFFICIAL RECORDS  
  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
3.

MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: AGREEMENT AFFECTING INTEREST IN REAL PROPERTY  
RECORDING DATE: JULY 17, 1987  
RECORDING NO: 87-402445 OF OFFICIAL RECORDS  
  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
4.

MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: PLANNING DIRECTOR RESOLUTION NO. 7874 GRANTING PLANNED COMMERCIAL DEVELOPMENT  
PERMIT NO. 87-0639  
RECORDING DATE: AUGUST 31, 1989  
RECORDING NO: 89-0468615 OF OFFICIAL RECORDS  
  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.  
MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: PLANNED COMMERCIAL DEVELOPMENT PERMIT NO. 90-0687 AMENDMENT TO PCO  
PERMIT NO. 87-0639  
RECORDING DATE: APRIL 3, 1991  
RECORDING NO: 91-0149849 OF OFFICIAL RECORDS  
  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
5.

COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT.  
RECORDING DATE: MAY 24, 1984  
RECORDING NO: 84-195381 OF OFFICIAL RECORDS  
  
SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.  
  
SAID INSTRUMENT ALSO PROVIDES FOR THE LEVY OF ASSESSMENTS, THE LIEN OF WHICH IS STATED TO BE SUBORDINATE TO THE LIEN OF CERTAIN MORTGAGES OR DEEDS OF TRUST MADE IN GOOD FAITH AND FOR VALUE.  
  
MODIFICATION(S) OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS RECORDING DATE: APRIL 30, 1990 RECORDING NO: 90-231269 OF OFFICIAL RECORDS
6.

MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: DECLARATION AND AGREEMENT  
RECORDING DATE: APRIL 30, 1990  
RECORDING NO: 90-231271 OF OFFICIAL RECORDS  
  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
7.

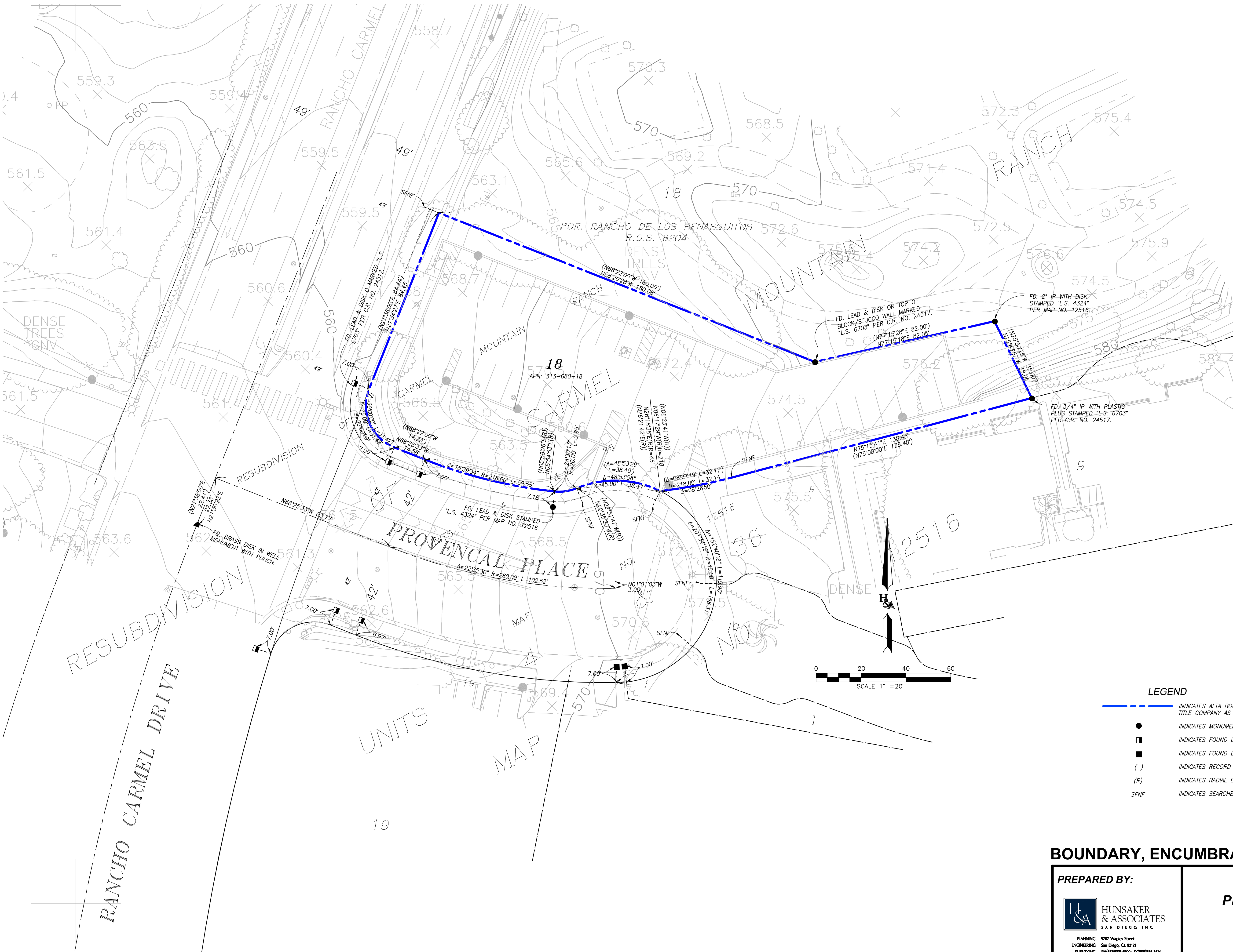
ANY RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN INSPECTION OR SURVEY  
(A) A SIDEWALK ENCROACHMENT APPROXIMATELY 4.40 FEET WITHIN THE SOUTHEASTERLY BOUNDARY OF LOT 18.  
(B) AN IRON FENCE ENCROACHMENT APPROXIMATELY 1.50 FEET TO 6.0 FEET WITHIN THE SOUTHEASTERLY BOUNDARY OF LOT 18.  
(C) THOSE CERTAIN EXISTING FLAGPOLES WITHIN THE SOUTHEASTERLY
8.

AGREEMENT RELATING TO THE INSTALLATION, MAINTENANCE AND POSSIBLE REMOVAL OF ITEM TO BE INSTALLED, MAINTAINED OR REMOVED AS SET FORTH BELOW:  
BETWEEN: CITY OF SAN DIEGO  
AND: JOHN W. CHAMBERLAIN, OWNER  
RECORDING DATE: APRIL 7, 1992  
RECORDING NO.: 92-0198528 OF OFFICIAL RECORDS
9.

WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS.
10.

MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION AND/OR BY A CORRECT ALTA/ACSM LAND TITLE SURVEY OF SAID LAND THAT IS SATISFACTORY TO THE COMPANY, AND/OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.
11.

ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS.



LEGEND

- INDICATES ALTA BOUNDARY AND PROPERTY COVERED IN PRELIMINARY TITLE REPORT ISSUED BY CHICAGO TITLE COMPANY AS ORDER NUMBER 00109657-993-SD2-CFU DATED MAY 14, 2019.

INDICATES MONUMENT AS NOTED.

INDICATES FOUND LEAD & DISK STAMPED "R.C.E. 13177" PER MAP NO. 11915, ON A 7.00" OFFSET.

INDICATES FOUND LEAD & DISK STAMPED "L.S. 5694" PER PARCEL MAP NO. 16747, ON A 7.00" OFFSET.

INDICATES RECORD DATA PER 12516, UNLESS OTHERWISE NOTED.

INDICATES RADIAL BEARING.

INDICATES SEARCHED FOR, NOT FOUND.

BOUNDARY, ENCUMBRANCE, & EXISTING TOPOGRAPHY

PREPARED BY:

H&A

HUNSAKER & ASSOCIATES  
SAN DIEGO, INC.

PLANNING

ENGINEERING

SURVEYING

9707 Wiggins Street  
San Diego, CA 92121  
PH: (619) 585-4500 FAX: (619) 585-1414

PLANNED DEVELOPMENT PERMIT

ALANTE

CITY OF SAN DIEGO, CALIFORNIA

SHEET

C6

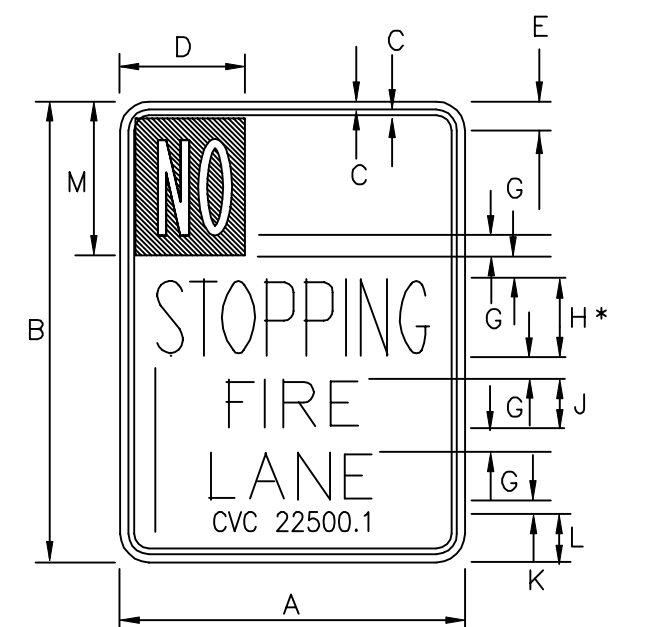
OF

C7



## FIRE DEPARTMENT NOTES

- TO THE APPLICANT: OWNER(S), DEVELOPER(S) AND/OR CONTRACTOR(S); A "DISCRETIONARY" PLAN REVIEW IS "CONCEPTUAL" BY DEFINITION, AND AS SUCH DOES NOT CONSTITUTE AN APPROVAL FOR FIRE ACCESS. IT SHALL THEREFORE BE INCUMBENT ON THE APPLICANT TO ENSURE THAT A FIRE PLAN REVIEW CYCLE IS PROVIDED DURING THE "MINISTERIAL" REVIEW. ALSO, AN "EXHIBIT A" PACKAGE WITH OR WITHOUT A "FIRE ACCESS PLAN" DOES NOT CONSTITUTE AN APPROVED FAP FOR ISSUANCE OF CONSTRUCTION/BUILDING PERMIT.
2. FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS AND SHALL BE SURFACED SO AS TO PROVIDE ALL WEATHER DRIVING CAPABILITIES. CFC 503.2.
3. FIRE APPARATUS ACCESS ROADS AND WATER SUPPLIES FOR FIRE PROTECTION, SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING TIME OF CONSTRUCTION. CFC 504.1
4. AERIAL FIRE ACCESS ROAD(S) ADJACENT TO BUILDINGS THAT ARE GREATER THAN 30 FEET IN HEIGHT FROM GRADE PLANE, SHALL HAVE A MINIMUM WIDTH OF 26 FEET. THE PROXIMAL EDGE OF AERIAL FIRE ACCESS SHALL BE A MINIMUM OF 15-30 FEET FROM THE BUILDING FACADE(S) AND/OR PLUMB LINE OF EAVE(S). AERIAL ACCESS SHALL BE PROVIDED ALONG ONE ENTIRE LONG SIDE(S) OF THE BUILDING(S). SHOW ALL PROPOSED LOCATIONS WHERE AERIAL ACCESS IS BEING PROVIDED. (SEE FPB POLICY A-14-1)
5. POST INDICATOR VALVES, FIRE DEPARTMENT CONNECTIONS, AND ALARM BELL ARE TO BE LOCATED ON THE ADDRESS/ACCESS SIDE OF THE STRUCTURE. CFC 912.2.1
6. ALL REQUIRED HOSE PULLS ARE SHOWN TO REACH ALL PORTIONS OF THE EXTERIOR OF THE BUILDING(S) PER POLICY A-14-1. HOSE PULL IS MEASURED FROM THE FIRE APPARATUS (ENGINE) WHEN THE FIRE ENGINE IS IN A FIRE ACCESS ROAD/LANE. HOSE PULL CAN BE MEASURED FROM MULTIPLE LOCATIONS WITHIN THE ACCESS ROAD/LANE. THE HOSE PULLS DUCT/CONDUIT OR OVERLAP TO SHOW COMPLETE COVERAGE. FOR A SPRINKLERED BUILDING(S) THE MAXIMUM HOSE PULL IS 200'. FOR NON-SPRINKLERED BUILDING(S); THE MAXIMUM HOSE PULL IS 150'. CHANGE IN VERTICAL ELEVATION MUST ALSO BE ACCOUNTED FOR.
7. GENERAL STRETCHER REQUIREMENTS - ALL BUILDINGS AND STRUCTURES WITH ONE OR MORE PASSENGER SERVICE ELEVATORS SHALL BE PROVIDED WITH, NOT LESS THAN ONE MEDICAL EMERGENCY SERVICE ELEVATOR TO ALL LANDINGS MEETING THE PROVISIONS OF CBC SECTION 3002.4A.
8. ALL EXISTING AND/OR PROPOSED FIRE HYDRANTS WITHIN 600' OF THE PROJECT SITE AND A 300' RADIUS OVERLAY SHALL BE SHOWN TO ENCOMPASS ALL PORTIONS OF ALL STRUCTURES AS PART OF SUBMITTED PROJECT. SD ORDINANCE 17927.
9. ALL RED CURB/NO PARKING SIGN AREAS HAVE BEEN SHOWN WITH A KEY INDICATOR. ALL REQUIRED ACCESS ROADWAYS SHALL NOT PROVIDE LESS THAN THE REQUIRED /APPROVED WIDTH AND/OR BE OBSTRUCTED IN ANY MANNER, INCLUDING THE PARKING OF VEHICLES. WHERE INADEQUATE WIDTH HAS NOT PROVIDED FOR PARKING ALONG ACCESS ROADWAYS, THEN SUCH ACCESS SHALL BE KEPT CLEAR BY THE POSTING OF SIGNS OR THE PAINTING OF CURBS PER POLICY A-14-1.
10. THE LOCATION(S) OF AN APPROVED "KNOX" KEY BOX ARE SHOWN ON THE FAP AND FOLLOW THE SAN DIEGO FIRE DEPARTMENT FPB POLICY K-15-2.
11. AN APPROVED VEHICLE STROBE DETECTOR SYSTEM AND/OR KNOX KEYSWITCH OVERRIDE SHALL BE PROVIDED FOR ALL VEHICLE ENTRY AND/OR EMERGENCY VEHICLE ENTRY POINTS TO THE PROJECT SITE; LOCATIONS TO BE APPROVED BY FIRE ACCESS REVIEWER. CFC SECTION 506.
12. WHERE SECURITY GATES ARE INSTALLED GATES SHALL HAVE AN APPROVED MEANS OF EMERGENCY OPERATION. THE SECURITY GATES AND EMERGENCY OPERATION SHALL BE MAINTAINED OPERATIONAL AT ALL TIMES. ELECTRIC GATE OPERATORS, WHERE PROVIDED, SHALL BE LISTED IN ACCORDANCE WITH UL 325. GATES INTENDED FOR AUTOMATIC OPERATION SHALL BE DESIGNED, CONSTRUCTED, AND INSTALLED TO COMPLY WITH THE REQUIREMENTS OF ASTM F 2200. CFC 503.6
13. AT LEAST ONE FIRE EXTINGUISHER WITH A MINIMUM RATING OF 2-A-10-BC SHALL BE PROVIDED WITHIN 75 FEET MAXIMUM DISTANCE FROM EACH 1,000 SQUARE FEET OR PORTION THEREOF ON EACH FLOOR. CFC SECTION 906
14. STRUCTURES UNDER CONSTRUCTION, ALTERATION, OR DEMOLITION SHALL BE PROVIDED WITH NOT LESS THAN ONE APPROVED PORTABLE FIRE EXTINGUISHER IN ACCORDANCE WITH SECTION 906 AND SIZED FOR NOT LESS THAN ORDINARY HAZARD (2A10BC) AS FOLLOWS:
  - a. AT EACH STAIRWAY ON ALL FLOOR LEVELS WHERE COMBUSTIBLE MATERIALS HAVE ACCUMULATED.
  - b. IN EVERY STORAGE AND CONSTRUCTION SHED.
  - c. ADDITIONAL PORTABLE FIRE EXTINGUISHERS SHALL BE PROVIDED WHERE SPECIAL HAZARDS EXIST INCLUDING, BUT NOT LIMITED TO, STORAGE AND USE OF FLAMMABLE AND COMBUSTIBLE LIQUIDS. CFC 3315.
15. PROVIDE STAIRWAY IDENTIFICATION SIGNS PER CFC 1023.9-1023.9.1
16. CFC 504.3 - NEW BUILDINGS FOUR OR MORE STORIES ABOVE GRADE PLAN EXCEPT THOSE WITH A ROOF SLOPE GREATER THAN FOUR UNITS VERTICAL IN 12 UNITS HORIZONTAL SHALL BE PROVIDED WITH A STAIRWAY TO THE ROOF IN ACCORDANCE WITH 1011.12. SUCH STAIRWAY SHALL BE MARKED AT STREET AND FLOOR LEVELS WITH A SIGN INDICATING THAT THE STAIRWAY CONTINUES TO THE ROOF.
17. EXTERIOR DOORS AND OPENINGS REQUIRED BY CFC/CBC SHALL BE MAINTAINED READILY ACCESSIBLE FOR EMERGENCY ACCESS BY THE FIRE DEPARTMENT. AN APPROVED ACCESS WALKWAY LEADING FROM FIRE APPARATUS ACCESS ROADS TO EXTERIOR OPENINGS SHALL BE PROVIDED WHEN REQUIRED BY THE FIRE CODE OFFICIAL. CFC SEC. 504.
18. A CLASS I (I OR II OR III) STANDPIPE OUTLET CONNECTION IS REQUIRED IN THE OCC. OF 4 OR MORE STORIES AT EVERY FLOOR LEVEL CONNECTION OF EVERY REQUIRED STAIRWAY ABOVE OR BELOW GRADE. OUTLETS AT STAIRWAYS SHALL BE LOCATED WITHIN THE EXIT ENCLOSURE OR, IN THE CASE OF PRESSURIZED ENCLOSURES, WITHIN THE VESTIBULE OR EXTERIOR BALCONY, GIVING ACCESS TO THE STAIRWAY. THERE SHALL BE AT LEAST 1 OUTLET ABOVE THE ROOF LINE WHEN THE ROOF HAS A SLOPE OF LESS THAN 4/12 UNITS HORIZONTAL.. IN BLOGS WHERE MORE THAN 1 STANDPIPE IS PROVIDED, THE STANDPIPES SHALL BE INTERCONNECTED. CFC 905.
19. EVERY BUILDING FOUR STORIES OR MORE IN HEIGHT SHALL BE PROVIDED WITH NOT LESS THAN ONE STANDPIPE FOR USE DURING CONSTRUCTION INSTALLED IN ACCORDANCE WITH CFC 3313.1. STANDPIPE SHALL BE INSTALLED WHEN THE PROGRESS OF CONSTRUCTION IS NOT MORE THAN 40 FEET IN HEIGHT ABOVE THE LOWEST LEVEL OF FIRE DEPARTMENT ACCESS. CFC 3313.1
20. VEGETATION SHALL BE SELECTED AND MAINTAINED IN SUCH A MANNER AS TO ALLOW IMMEDIATE ACCESS TO ALL HYDRANTS, VALVES, AND DEVICES. THE DESIGN SHALL PROVIDE ACCESS TO ALL HYDRANTS, SPRINKLER, CFS, ALARM CONTROL PANELS, RESCUE WINDOWS, AND OTHER DEVICES OR AREAS USED FOR FIREFIGHTING PURPOSES. VEGETATION OR BUILDING FEATURES SHALL NOT OBSTRUCT ADDRESS NUMBERS OR INHIBIT THE FUNCTIONING OF ALARM BELLS, HORNS, OR STROBES.
21. DECORATIVE MATERIALS SHALL BE PROVIDED AND/OR MAINTAINED IN A FLAME-RETARDANT CONDITION. CFC SEC. 804.
22. ALL BUILDINGS AND SITES UNDERGOING CONSTRUCTION, ALTERATION, OR DEMOLITION SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 33 OF THE CFC.
23. CFC105.44 - CONSTRUCTION DOCUMENTS APPROVED BY THE FIRE CODE OFFICIAL ARE APPROVED WITH THE INTENT THAT SUCH CONSTRUCTION DOCUMENTS COMPLY IN ALL RESPECTS WITH THE CFC/CBC. REVIEW AND APPROVAL BY THE FIRE CODE OFFICIAL SHALL NOT RELIEVE THE APPLICANT OF THE RESPONSIBILITY OF COMPLIANCE WITH THESE CODES.
24. FIRE PROTECTION EQUIPMENT SHALL BE IDENTIFIED IN AN APPROVED MANNER. ROOMS CONTAINING CONTROLS FOR A/C SYSTEMS, SPRINKLER RISERS AND VALVES, OR OTHER FIRE DETECTION, SUPPRESSION OR CONTROL ELEMENTS SHALL BE IDENTIFIED FOR THE USE OF THE FIRE DEPARTMENT. APPROVED SIGNS REQUIRED TO IDENTIFY FIRE PROTECTION EQUIPMENT AND EQUIPMENT LOCATION SHALL BE CONSTRUCTED OF DURABLE MATERIALS, PERMANENTLY INSTALLED, AND READILY VISIBLE.



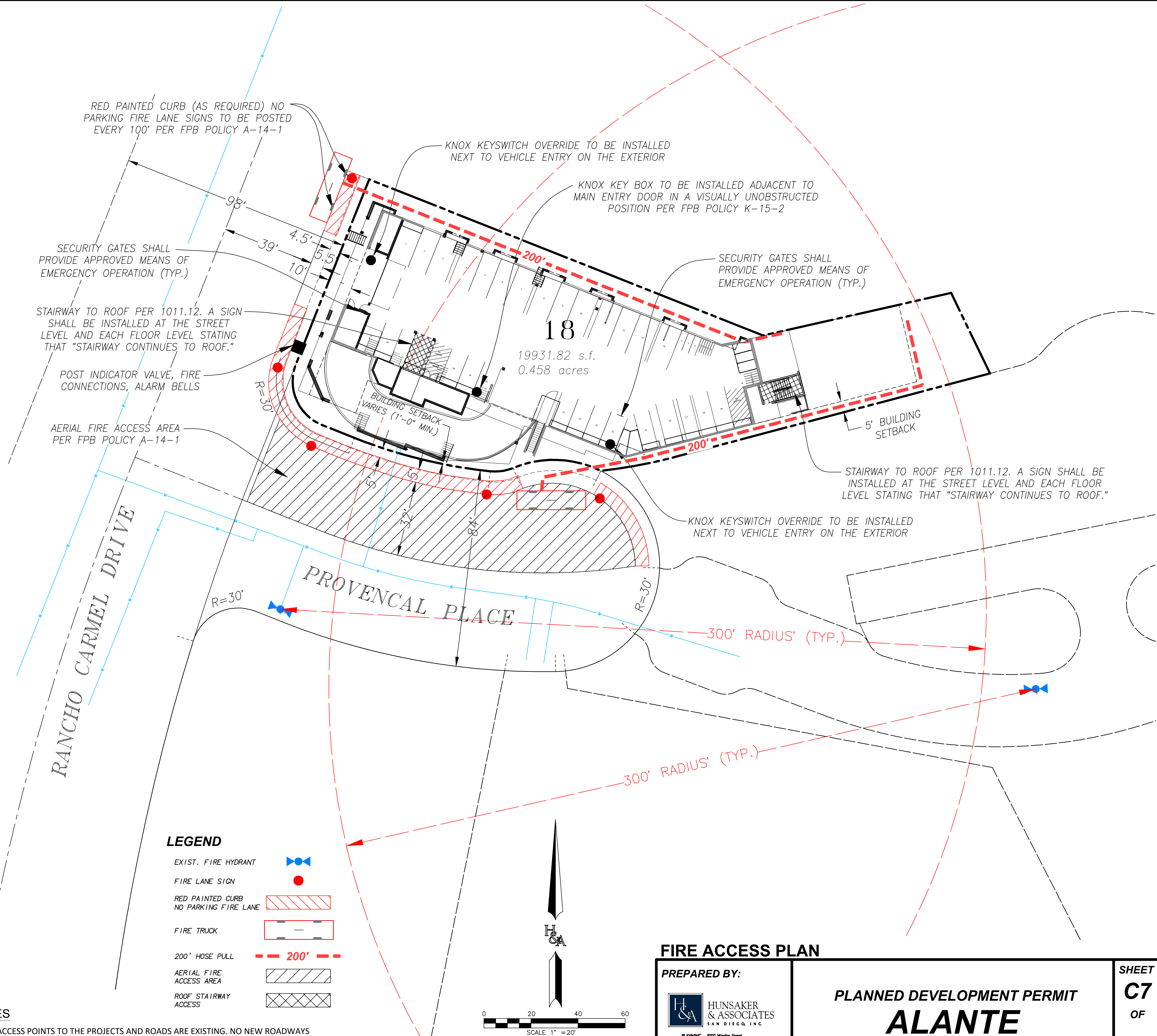
CONDENSE SPACING: 27% FOR STANDARD SIGN  
LEGEND AND BORDER - RED  
BACKGROUND - WHITE (REFL)

SIGN	DIMENSIONS (INCHES)											
	A	B	C	D	E	F	G	H	J	K	L	M
STANDARD	12	18	1/4	5 1/2	1 1/2	3 1/2B	7/8	3B	2 1/4B	1/2C	5/8	5 5/8

R26F SIGN  
FIRE LANE SIGN  
NOT TO SCALE

## NOTES

1. ALL ACCESS POINTS TO THE PROJECTS AND ROADS ARE EXISTING. NO NEW ROADWAYS ARE PROPOSED, AS SUCH NO RADIUS OR TURN MOVEMENTS ARE SHOWN ON THE SITE PLAN.



## FIRE ACCESS PLAN

**PREPARED BY:**



**PLANNED DEVELOPMENT PERMIT**  
**ALANTE**  
**CITY OF SAN DIEGO, CALIFORNIA**

**SHEET**  
**C7**  
**OF**  
**C7**



**PURCHASE AND SALE AGREEMENT**

(10211 Rancho Carmel Drive)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made by and between the CITY OF SAN DIEGO ("CITY"), a California municipal corporation as Seller, and NEW POINTE INVESTMENT 46, LLC, a California limited liability company ("BUYER"), to be effective as of the date mutually executed by the parties and approved by the San Diego City Attorney ("Effective Date").

**RECITALS**

- A. CITY owns the fee interest in that certain 0.46 acres real property, improved with a parking structure, located at 10211 Rancho Carmel Drive, APN 313-680-18 ("Real Property"). The Real Property is in the City and County of San Diego, California.
- B. CITY's acceptance of the offer and sale of the Real Property to BUYER is contingent on development of affordable housing on the Real Property as set forth in this Agreement.
- C. Subject to the terms set forth in this Agreement and provided the various conditions to Closing (as defined below) set forth in this Agreement are satisfied, CITY agrees to sell to BUYER and BUYER agrees to purchase from CITY all of CITY'S right, title and interest in and to the following:
  - 1. The Real Property, with any structures, fixtures and other improvements located on the Real Property at the time of Closing, to the extent owned by CITY and located on or in and used in connection with the operation or occupancy of the Real Property (collectively, the "Improvements");
  - 2. All rights, privileges, easements and appurtenances benefiting the Real Property and/or the Improvements, including, without limitation, CITY'S interest, if any, in all mineral, oil, gas and other hydrocarbon substances on and under the Real Property, development rights, air rights, water, water rights, riparian rights and water stock relating to the Real Property, and all easements, rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Real Property (collectively, the "Appurtenances");
  - 3. Reserved.
  - 4. The Real Property and all of the items referred to in subparagraphs (C)(1) and (C)(2) above are hereinafter collectively referred to as the "Property."
  - 5. Reserved.
  - 6. Reserved.
- D. Reserved.



E. Reserved.

## AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, including the respective agreements and covenants contained herein, the receipt and adequacy of which are acknowledged, CITY and BUYER agree as follows:

1. Independent Consideration. CITY and Buyer agree that (i) the amount of **One Hundred and No/100 Dollars** (\$100.00) (the “**Independent Contract Consideration Payment**”), has been bargained for as consideration for CITY’S execution and delivery of this Agreement and for Buyer’s right of review, inspection and termination, and is independent of any other consideration or payment provided for in this Agreement. Notwithstanding anything to the contrary contained herein, the Independent Contract Consideration Payment is non-refundable in all events. Simultaneously with the Deposit made under **Section 5.2.1**, Buyer shall deposit into Escrow the Independent Contract Consideration Payment. Upon receipt of the Independent Contract Consideration Payment, Escrow Agent shall pay the Independent Contract Consideration Payment immediately to CITY (in accordance with wiring instructions separately provided by CITY) without further instruction from Buyer. In no event shall the Independent Contract Consideration Payment be credited towards the Purchase Price at Closing.
2. Purchase and Sale. CITY agrees to sell the Property to BUYER, and BUYER agrees to purchase the Property from CITY on the terms and conditions set forth in this Agreement, including agreeing to construct and operate residential units on the Property for the purpose of increasing and improving the supply of affordable rental housing in the City of San Diego, in accordance with the affordability restrictions as set forth in the Regulatory Agreement and Declarations of Covenants, Conditions and Restrictions Restricting Use of Property for Affordable Housing (substantially in the form attached as **Exhibit H**), the Grant Deeds for the Property (**Exhibits B-1, B-2, and B-3**), the Notice of Affordability Restrictions on Transfer of Property (substantially in the form attached as **Exhibit I**), and the Monitoring and Reporting Agreement (substantially in the form attached as **Exhibit J**). At Closing, CITY shall convey the Property to BUYER by recordation of the Grant Deed (as defined below) as provided herein. The Title Agent shall issue the Title Policy (as defined below) to BUYER at Closing.
3. Definitions. As used in this Agreement, the following terms shall have the following meanings:

“Applicable Environmental Law” means all laws applicable to the presence of any Hazardous Materials (as defined below) on or within the Property, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, *et seq.*); the Resource Conservation and Recovery Act (42 U.S.C. §6901, *et seq.*); the Clean Water Act of 1972 (33 U.S.C. §1251, *et seq.*); the Safe Drinking Water Act (42 U.S.C. §300f, *et seq.*); the Hazardous Materials Transportation Act (49 U.S.C. §5101, *et seq.*); the Toxic Substances Control Act (15 U.S.C. §2601, *et seq.*); the Insecticides and Environmental Pesticide Control Act (7 U.S.C. §136, *et seq.*); the Atomic Energy Act (42 U.S.C. §2011, *et seq.*); the Nuclear Waste Policy Act (42 U.S.C. §10101,



*et seq.*); the Clean Air Act (42 U.S.C. §7401, *et seq.*); the California Hazardous Waste Control Act (California Health and Safety Code §25100, *et seq.*); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code §25300, *et seq.*); the Safe Drinking Water and Toxic Enforcement Act (“Proposition 65”) (California Health and Safety Code §25249.5, *et seq.*); and the Porter-Cologne Water Quality Control Act (California Water Code §13000, *et seq.*); and any similar federal, state or local laws, all regulations and publications implementing or promulgated pursuant to the foregoing, as any of the foregoing may be amended or supplemented from time to time.

“Business Day” means any day other than a Saturday, Sunday or any other day on which CITY or Escrow Agent is not open for business. In the event any date, deadline or due date set forth in this Agreement falls on a day that is not a Business Day, then such deadline or due date shall automatically be extended to the next Business Day.

“Close” or “Closing” means the close of Escrow as provided in this Agreement.

“Closing Date” means the date on which the Closing occurs, as set forth in **Section 10** of this Agreement.

“Council Authorization” means the date of final passage of the resolution authorized and approved by the San Diego City Council pertaining to the sale of the Property pursuant to this Agreement.

“Deposit” means the Immediately Available Funds deposited into Escrow by BUYER to be credited against the Purchase Price and released to the City upon the Close of Escrow as set forth in this Agreement.

“Due Diligence Period” shall have the meaning set forth in **Section 7** of this Agreement.

“Escrow” means the escrow depository and disbursement services to be performed by Escrow Agent and Title Agent pursuant to the provisions of this Agreement.

“Escrow Agent” shall mean Chicago Title Company, Attn: Rob Shaw as Escrow Agent, located at 2365 Northside Drive, Suite 600, San Diego, CA 92108.

“Grant Deed” means a duly executed and acknowledged grant deed conveying fee simple title to the Property from CITY to the BUYER, in substantially the form of the attached **Exhibit B**.

“Hazardous Materials” means:

- i. Those substances included within the definitions of “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic substance,” “solid waste,” “pollutant” or “contaminant” in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 *et seq.*); the Resource Conservation and Recovery Act (42 U.S.C. §6901, *et seq.*); the Clean Water Act of 1972 (33 U.S.C. §1251, *et seq.*); the Toxic Substances Control Act (15 U.S.C. §2601, *et seq.*); the Hazardous Materials



Transportation Act (49 U.S.C. §5101, *et seq.*); or under any other Applicable Environmental Laws.

- ii. Those substances included within the definitions of “Extremely Hazardous Waste,” “Hazardous Waste,” or “Restricted Hazardous Waste,” under §§25115, 25117, or 25122.7 of the California Health and Safety Code, or listed or identified pursuant to §§25140 or 44321 of the California Health and Safety Code.
- iii. Those substances included within the definitions of “Hazardous Material,” “Hazardous Substance,” “Hazardous Waste,” “Toxic Air Contaminant” or “Medical Waste” under §§25281, 25316, 25501, 117690, or 39655 of the California Health and Safety Code.
- iv. Those substances included within the definitions of “Oil” listed or identified in the Clean Water Act of 1972, 33 U.S.C. §1321, as well as any other hydrocarbonic substance or by-product.
- v. Those substances included within the definitions of “Hazardous Waste,” “Extremely Hazardous Waste” or an “Acutely Hazardous Waste” pursuant to Chapter 11 of Title 22 of the California Code of Regulations.
- vi. Those substances listed by the State of California as a chemical known by the State to cause cancer or reproductive toxicity pursuant to §25249.8 of the California Health and Safety Code.
- vii. Any material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful purpose.
- viii. Any material whose presence would require remediation pursuant to the guidelines set forth in the State of California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank.
- ix. Pesticides regulated under the Insecticides and Environmental Pesticide Control Act (7 U.S.C. §136, *et seq.*).
- x. Asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act (15 U.S.C. §2601 *et seq.*).
- xi. Any radioactive material including, without limitation, any “source material,” “special nuclear material,” “by-product material,” “low-level wastes,” “high-level radioactive waste,” “spent nuclear fuel” or “transuranic waste” and any other radioactive materials or radioactive wastes, however



produced, regulated under the Atomic Energy Act (42 U.S.C. §2011 *et seq.*), or the Nuclear Waste Policy Act (42 U.S.C. §10101 *et seq.*).

- xii. Any material regulated under the Occupational Safety and Health Act, (29 U.S.C. §651 *et seq.*), or the California Occupational Safety and Health Act (California Labor Code §6300 *et seq.*).
- xiii. Any material regulated under the Clean Air Act (42 U.S.C. §7401 *et seq.*) or pursuant to Division 26 of the California Health and Safety Code.
- xiv. Those substances listed in the United States Department of Transportation Table (49 CFR Part 172.101), or by the Environmental Protection Agency, or any successor agency, as hazardous substances (40 CFR Part 302).
- xv. Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state or local laws or regulations.
- xvi. Any material, waste or substance that is a petroleum or refined petroleum product, asbestos, polychlorinated biphenyl, designated as a hazardous substance pursuant to 33 U.S.C. §1321 or listed pursuant to 33 U.S.C. §1317, a flammable explosive or a radioactive material.

“Immediately Available Funds” means a bank wire transfer or a certified bank or cashier’s check.

“Month” means a Calendar month based on the actual number of days in the specific month.

“Permitted Exceptions” means collectively, the (i) matters of record reflected in the printed exceptions and exclusions in the Preliminary Title Report which are approved or deemed approved by BUYER in accordance with **Section 6** below; (ii) real property taxes and assessments which are a lien but not yet due and payable; and (iii) all applicable building, zoning and use restrictions and/or regulations of any municipality, township, county or state having jurisdiction over the Property.

“Service Contracts” means all contracts pertaining to the operation of the Property, including all management, leasing, services and maintenance agreements, and equipment leases.

“Title Agent” shall mean Chicago Title Company, Attn: Dennis Alviso as Title Agent, located at 2365 Northside Drive, Suite 600, San Diego, CA 92108. “Title Policy” shall mean the actual title insurance policy issued by Title Agent upon Closing and may be either a California Land Title Association (“CLTA”) Title Insurance Policy or an American Land Title Association (“ALTA”) Title Insurance Policy as more fully set forth below.

4. Establishing Escrow. By delivery of a fully executed copy of this Agreement to Escrow Agent, BUYER and CITY establish an Escrow with Escrow Agent, subject to the provisions of the



standard conditions for acceptance of Escrow and the terms and conditions in this Agreement. BUYER and CITY shall execute and deliver to Escrow Agent any additional or supplementary instructions as Escrow Agent reasonably considers necessary or convenient to implement the terms of this Agreement and close the transactions contemplated hereby, including the standard conditions for acceptance of Escrow, all of which together with the escrow instructions set forth in this Agreement, as they may be amended from time to time by the parties, shall collectively serve as the escrow instructions to Escrow Agent. In the event of any conflict between the terms of this Agreement and any additional or supplemental instructions, including the standard conditions for acceptance of Escrow, the terms of this Agreement shall control.

5. Purchase Price.

5.1. Purchase Price. The total purchase price to be paid by BUYER for the Property shall be **Six Hundred Thousand and No/100 Dollars** (\$600,000.00) ("Purchase Price"), which shall be paid as provided in this section.

5.2. Deposit; Liquidated Damages.

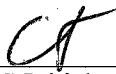
5.2.1. Deposit. BUYER shall make a deposit ("Deposit") into Escrow of Immediately Available Funds in the amount of **Sixty Thousand and No/100 Dollars** (\$60,000.00) within **three** (3) Business Days following the Effective Date. The Deposit shall remain refundable during the Due Diligence Period. No interest shall be paid on the Deposit. The Deposit shall be credited against the Purchase Price as set forth below. At Closing, the Deposit shall be released by Escrow Agent to CITY.

5.2.2. LIQUIDATED DAMAGES. THE DEPOSIT SHALL BE REFUNDABLE TO THE BUYER ONLY AS MAY BE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. IF ESCROW FAILS TO CLOSE AS A RESULT OF BUYER'S FAILURE TO PERFORM A MATERIAL COVENANT OR AGREEMENT CONTAINED HEREIN WHICH IS TO BE PERFORMED BY BUYER AND BUYER FAILS TO CURE THE SAME WITHIN FIVE (5) BUSINESS DAYS AFTER WRITTEN NOTICE OF SUCH FAILURE BY CITY TO BUYER (A "BUYER'S DEFAULT"), AND PROVIDED CITY HAS NOT PREVENTED BUYER FROM PERFORMING SUCH MATERIAL COVENANT OR AGREEMENT TO BE PERFORMED BY BUYER AND IS NOT OTHERWISE IN DEFAULT HEREUNDER, THE SOLE REMEDY OF CITY SHALL BE TO TERMINATE THIS AGREEMENT BY GIVING WRITTEN NOTICE THEREOF TO BUYER AND ESCROW AGENT, WHEREUPON CITY SHALL RETAIN THE DEPOSIT(S) ACTUALLY DEPOSITED BY BUYER INTO ESCROW AS LIQUIDATED DAMAGES (AND CITY WAIVES ANY RIGHT TO SPECIFICALLY ENFORCE THIS AGREEMENT SET FORTH IN CALIFORNIA CIVIL CODE SECTION 1680 OR 3389). THEREAFTER, NEITHER PARTY SHALL HAVE ANY FURTHER LIABILITY OR OBLIGATION TO ANY OTHER PARTY EXCEPT FOR: (i) CITY'S RIGHT TO RECEIVE AND RETAIN SUCH LIQUIDATED DAMAGES; AND (ii) THE OBLIGATION OF THE PARTIES TO PAY AMOUNTS INTO ESCROW



AND TO PAY A PORTION OF THE FEES AND COSTS OF ESCROW AS SET FORTH IN THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT CITY'S ACTUAL DAMAGES IN THE EVENT OF BUYER'S DEFAULT ARE UNCERTAIN IN AMOUNT AND DIFFICULT TO ASCERTAIN, AND THAT SUCH AMOUNT OF LIQUIDATED DAMAGES IS REASONABLE UNDER THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ., CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THAT DATE INCLUDING, WITHOUT LIMITATION, THE RELATIONSHIP OF SUCH AMOUNT TO THE RANGE OF POTENTIAL HARM TO CITY THAT CAN REASONABLY BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES RESULTING FROM SUCH DEFAULT WOULD BE COSTLY AND INCONVENIENT. IN PLACING ITS INITIALS IN THE SPACE BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE FOREGOING AND THE FACT THAT SUCH PARTY HAS BEEN REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

THE PROVISIONS OF THIS **SECTION 5.2.2** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

  
CITY'S Initials

  
BUYER'S Initials

5.2.3. Delivery of Purchase Price into Escrow. Not less than **one** (1) Business Day prior to the Closing Date, BUYER shall cause Immediately Available Funds in an amount equal to the Purchase Price to be delivered to the Escrow Agent, minus the Deposit, plus BUYER'S share of costs and expenses as required pursuant to this Agreement.

5.2.4. Disbursement to CITY. Immediately after the Closing, the Escrow Agent shall disburse to CITY the funds that CITY is entitled to receive under this Agreement, less CITY'S share of costs and expenses as required pursuant to this Agreement.

6. Preliminary Report of Title. Upon establishing Escrow, the parties hereby instruct the Title Agent to prepare and provide a Preliminary Report of Title for the Property ("Preliminary Report") to BUYER and CITY for review. BUYER shall notify CITY in writing within **seven** (7) Business Days after receipt of the Preliminary Report of BUYER'S objection to any matters affecting title, including disapproval of any exception contained in the Preliminary Report, other than Permitted Exceptions and liens of deeds of trust or other monetary liens or encumbrances to be paid upon Close of Escrow. CITY shall have **seven** (7) Business Days after such notice to advise BUYER whether CITY elects to endeavor to eliminate or modify any such identified exceptions and objections, and of any disapproved exceptions and objections which will not be removed by CITY prior to the Closing; CITY'S failure to timely respond to BUYER'S objections or failure to identify in CITY'S response any disapproved exception or objection will be deemed an election by CITY not to remove such exceptions and objections. If CITY indicates that it will not correct any of the disapproved exceptions,



BUYER may elect to: (i) terminate this Agreement without liability on the part of either party and receive a full refund of BUYER'S entire Deposit; or (ii) consummate the purchase of the Property subject to such exceptions without reduction in the Purchase Price and without any liability on CITY'S part relative to the title to the Property, by written notice of approval to CITY. Notwithstanding such approval notice, if after such approval notice is given and prior to the Closing Date, any new title exceptions are first disclosed to BUYER ("New Exceptions"), then the provisions in this section above relating to the parties' respective rights, obligations and time periods shall apply as to the New Exceptions.

7. Due Diligence Period.

- 7.1. From and after the Effective Date, BUYER shall have until **March 18, 2021** referred to herein as the "Due Diligence Period") to conduct, at BUYER'S sole expense, its due diligence to determine, in BUYER'S sole and absolute discretion, the feasibility of purchasing the Property. BUYER may waive the Due Diligence Period at any time during the Due Diligence Period by delivering written notice of such waiver to CITY.
- 7.2. During the Due Diligence Period, upon at least **one** (1) Business Day's prior written notice to CITY, BUYER may request to review records in the possession and control of CITY'S Real Estate Assets Department pertaining to the Property. CITY'S Real Estate Assets Department shall make such records available to BUYER within a reasonable time, not to exceed **five** (5) Business Days after BUYER'S request. BUYER acknowledges that additional Property-related records may be in the possession and control of other CITY departments, including without limitation the Development Services Department. BUYER shall be solely responsible for contacting such other CITY departments to schedule a review of such additional records.
- 7.3. During the first **ten** (10) business days of the Due Diligence Period, BUYER shall have the right, in BUYER'S sole and absolute discretion, to disapprove the Property and terminate this Agreement, for any reason or no reason, by written notice given to the CITY. If BUYER fails to deliver written notice of termination, the right to terminate this Agreement pursuant this section shall be waived. If BUYER terminates the Agreement in accordance herewith, BUYER shall be entitled to the return of the Deposit from the Escrow Agent, and the parties shall be relieved of liability to each other except as specifically set forth herein.
- 7.4. During the remainder of the Due Diligence Period, BUYER will submit an application to modify the zoning and seek any other approvals necessary to allow BUYER to develop and construct a project that includes **forty eight** (48) residential units of which, at least **fifteen** (15) units will be affordable housing in compliance with the requirements of the Regulatory Agreement. BUYER shall follow all required government procedures including compliance with the California Environmental Quality Act, to present the proposed application to all required government entities for authorization ("Rezone"). BUYER understands that this Agreement shall not be considered CITY's approval of any particular type of development, use or Rezone of the property, nor shall CITY be required to give such approval for any future proposed development, use or Rezone of the property. Any future zoning or regulatory approvals



for a particular development or use, shall be decided independently based on the evidence and application before the decision maker, in accordance with the applicable laws, regulations, and procedures.

- 7.5. BUYER is responsible for all costs and expenses incurred during BUYER's Rezone and BUYER acknowledges that BUYER shall not be entitled to any fees, refunds or damages if such the Rezone is not approved by the decisionmaker. BUYER agrees that BUYER's sole remedy shall be the return of BUYER Deposit.
- 7.6. BUYER shall diligently seek to complete the Rezone in accordance with the timeframes listed below:

Date BUYER to perform on or before:	
September 30, 2019:	Submit all necessary applications for Rezone, including applications for modification of the zoning, a Community Plan Amendment, Site Development Permit, etc.
December 1, 2019:	Initiate Community Plan Amendment (present required findings at Planning Commission).
January 15, 2021:	Present Community Plan Amendment to Planning Commission (traffic studies, etc.).
March 15, 2021:	Present re-zone to City Council for Council authorization.

- 7.7. If City Council approves less than 45 residential units during BUYER's Rezone, BUYER may do one of the following:

- a. Terminate this Agreement by written notice given to the CITY within **three** days after City Council's determination and BUYER shall be entitled to the return of the Deposit from the Escrow Agent, and the parties shall be relieved of liability to each other except as specifically set forth herein.
- b. Close Escrow, regardless of the number of residential units authorized by Council during BUYER's Rezone. Unless BUYER terminates this Agreement in accordance with **Section 7.7(a)**, BUYER shall construct a minimum of **fifteen** (15) income restricted residential units (five at 60% AMI, five at 80% AMI, and five at 120% AMI) on the Property and in accordance with the Regulatory Agreement and Declarations of Covenants, Conditions and Restrictions Restricting Use of Property for Affordable Housing.

8. Council Authorization.

- 8.1. On July 10, 2018, Council approved the sale under certain conditions related to the affordable housing requirements, as set forth in Resolution R-311868 attached as Exhibit F.

- 8.2. Reserved.



- 8.3. Reserved.
- 8.4. Reserved.
- 8.5. Reserved.

9. Right of Entry.

- 9.1. Upon at least three (3) Business Day's prior written notice to CITY, CITY will grant to BUYER the right to enter onto the Property for the sole purpose of conducting visual observations, passive environmental studies, surveys, and other noninvasive examinations of the Property. BUYER shall not conduct any invasive activity on the Property, including without limitation soils testing, digging or boring, without CITY'S prior written approval in each instance, which may or may not be granted, in CITY'S sole discretion. Any request from BUYER to complete invasive testing shall be accompanied by the following information: (a) name of company that would be performing the testing; (b) requested dates for testing; (c) a plan showing the number and location of the testing sites, method of testing (for example, drilling using hollow stem auger methods), depth of drilling, and method of backfilling bore holes; (d) permit with the County of San Diego Dept. of Environmental Health; and (e) type of soils analysis (bulk density measurements, geotechnical tests, metals, etc). If CITY consents to any such invasive survey, test or activity, BUYER, at BUYER'S sole cost and expense, shall undertake and complete all appropriate restoration and remediation of the impacted portion of the Property.
- 9.2. Reserved.
- 9.3. BUYER shall protect, defend, indemnify and hold harmless CITY, its elected officials, officers, employees, representatives, and agents against and from any and all liability, loss, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of BUYER or BUYER'S officers, employees, or agents, entry onto the Property; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of CITY, its elected officials, officers, employees, representatives, and agents. This indemnity, defense, and hold harmless obligation shall survive the termination of this Agreement.
- 9.4. If there is no Closing for any reason other than CITY'S default, BUYER shall deliver to CITY, upon CITY'S written request, at no charge to CITY and without warranty or representation of any kind, copies of all surveys, studies, assessments, maps, plans and other similar items prepared by or for BUYER pertaining to the Property or any part thereof, subject to third party consents to delivery and confidentiality requirements, as applicable. In furtherance of the foregoing, BUYER shall not be obligated to provide any such information which can be legally demonstrated to be confidential, proprietary



or privileged information. The rights and obligations of BUYER and CITY pursuant to this section shall survive the termination of this Agreement.

10. Closing.

- 10.1. Closing shall occur on or before **April 15, 2021**, provided all contingencies have been removed, and the following conditions precedent to Closing are satisfied, unless otherwise agreed to in writing by the parties:
  - 10.1.1. Neither party is in default of any of its representations or warranties under this Agreement, or any other material terms or conditions related to that party;
  - 10.1.2. As of the Closing Date, the BUYER has not made an assignment for the benefit of creditors, filed a bankruptcy petition, been adjudicated insolvent or bankrupt, petitioned a court for the appointment of any receiver of, or trustee for, the BUYER, or commenced any proceeding relating to the BUYER under any reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or later in effect;
  - 10.1.3. The Title Agent is prepared and obligated to issue the Title Policy in BUYER'S favor upon the recordation of the Grant Deed and there are no exceptions to the Title Policy, except for Permitted Exceptions;
  - 10.1.4. As of the Closing Date, there exists no lease, tenancy or occupancy agreement affecting the Property, unless agreed to in writing by the parties;
  - 10.1.5. As of the Closing Date, there is no pending, or threatened to be pending, any action or proceeding by any person or before any government authority, the outcome of which could prohibit the transfer of the Property as intended by the parties;
  - 10.1.6. BUYER has presented the Rezone to City Council for approval, and all necessary environmental review required under the California Environmental Quality Act associated with BUYER's rezone has been completed.
- 10.2. At least **one** (1) Business Day prior to Closing, CITY shall deposit into Escrow the following:



- 10.2.1 the Grant Deed, duly executed and acknowledged, conveying fee simple title to the Real Property and Appurtenances to BUYER; and
  - 10.2.2 Reserved;
  - 10.2.3 Reserved;
  - 10.2.4 all additional documents and instruments as are reasonably required by BUYER and/or Escrow Agent to complete the Closing.
- 10.3 At least **one** (1) Business Day prior to Closing, BUYER shall deposit into Escrow the following:
- 10.3.1 Immediately Available Funds in the amount required by this Agreement;
  - 10.3.2 the executed Regulatory Agreement and Declaration of Covenants, Conditions and Restrictions Restricting the Use of the Property for Affordable Housing;
  - 10.3.3 the executed Monitoring and Report Agreement;
  - 10.3.4 the Notice of Affordability Restrictions on Transfer of Property; and
  - 10.3.5 all other document and instruments required by this Agreement or reasonably required by CITY and/or Escrow Agent to complete the Closing.
  - 10.3.6 Reserved.
11. Title. At the Closing, CITY shall convey marketable fee simple title to the Property to BUYER by the Grant Deed, subject only to the Permitted Exceptions.
12. Title and Escrow Costs.
- 12.1. CITY is responsible for the cost associated with the Preliminary Report; fifty percent (50%) of the Escrow Agent's fee; all San Diego County and other required documentary transfer taxes; and all charges for CITY'S document drafting.
  - 12.2. CITY is responsible for the cost of a standard-coverage CLTA Title Insurance Policy for each of the individual properties of which the Property is comprised, in the amount of the Purchase Price, insuring that title to the fee interest in the Property is vested in the BUYER subject only to the Permitted Exceptions. BUYER may obtain an ALTA Title Insurance Policy, in which event BUYER shall pay the difference between the cost of the ALTA Title Insurance Policy and the cost of the CLTA Title Insurance Policy. BUYER is responsible for the cost of all endorsements requested by Buyer;
  - 12.3. BUYER is responsible for all charges for BUYER'S document drafting; fifty percent (50%) of the Escrow Agent's fee; and the usual and customary recording fees.



12.4. The Escrow Agent shall prorate fees and costs between the parties at the Closing. All other expenses shall be allocated between CITY and BUYER in the manner customary in San Diego County, California.

13. Representations and Warranties; Waivers and Releases. When making the representations and warranties set forth in this **Section 13**, each party making a representation and/or warranty represents that the same are true, correct and complete as of the Effective Date and shall be and are true, correct and complete as of the Closing Date. The representations and warranties shall survive the Closing.

13.1. “AS IS” CONDITION. BUYER ACKNOWLEDGES, REPRESENTS, WARRANTS, COVENANTS AND AGREES THAT AS A MATERIAL INDUCEMENT TO CITY TO EXECUTE AND ACCEPT THIS AGREEMENT AND IN CONSIDERATION OF THE PERFORMANCE BY CITY OF ITS DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT, THAT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE SALE OF THE PROPERTY IS AND WILL BE MADE ON AN “AS IS, WHERE IS” BASIS. CITY HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE EXISTENCE OF HAZARDOUS MATERIALS OR MOLD UPON THE PROPERTY OR ANY PORTION THEREOF; (2) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING; (3) WHETHER OR NOT AND TO THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (4) DRAINAGE; (5) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORE; (6) USES OF ADJOINING PROPERTIES; (7) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, DURABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, WHETHER OR NOT THE IMPROVEMENTS COMPLY WITH THE REQUIREMENTS OF TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. §§ 12181-12183, 12186(B) – 12189 AND RELATED REGULATIONS; (8) THE PRESENCE OF HAZARDOUS MATERIALS IN OR ON, UNDER OR IN THE VICINITY OF THE PROPERTY; (9) THE SQUARE FOOTAGE OF THE PROPERTY OR THE IMPROVEMENTS THEREON; (10)



IMPROVEMENTS AND INFRASTRUCTURE, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE ROOF, FOUNDATION, FIXTURES, AND PERSONAL PROPERTY, IF ANY; (11) DEVELOPMENT RIGHTS AND EXTRACTATIONS; (12) WATER OR WATER RIGHTS; (13) THE DEVELOPMENT POTENTIAL FOR THE PROPERTY; (14) THE ABILITY OF BUYER TO REZONE THE PROPERTY OR CHANGE THE USE OF THE PROPERTY; (15) THE ABILITY OF BUYER TO ACQUIRE ADJACENT PROPERTIES; (16) THE EXISTENCE AND POSSIBLE LOCATION OF ANY UNDERGROUND UTILITIES; (17) THE EXISTENCE AND POSSIBLE LOCATION OF ANY ENCROACHMENTS; (18) WHETHER THE IMPROVEMENTS ON THE PROPERTY WERE BUILT, IN WHOLE OR IN PART, IN COMPLIANCE WITH APPLICABLE BUILDING CODES; (19) THE STATUS OF ANY LIFE-SAFETY SYSTEMS IN THE IMPROVEMENTS ON THE PROPERTY; (20) THE CHARACTER OF THE NEIGHBORHOOD IN WHICH THE PROPERTY IS SITUATED; (21) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (22) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON CITY'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT CITY MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); AND/OR (23) ANY OTHER MATTER CONCERNING THE PROPERTY EXCEPT AS SET FORTH IN THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, CITY IS NOT RELEASED FROM ANY LIABILITY TO BUYER FOR FRAUD OR BREACH OF ANY COVENANT, REPRESENTATION OR WARRANTY SET FORTH IN THIS AGREEMENT. Notwithstanding anything to the contrary set forth in this Agreement, including without limitation, this **Section 13.1**, any right waived by BUYER and any release by BUYER, shall only release or waive the BUYER'S right to enforce any judgment (including without limitation, damages, attorneys' fees, costs, expenses or any other compensation of any type whatsoever) personally against only CITY and CITY'S successors, assigns, partners, affiliates and members and all their respective officers, directors, shareholders, participants, partners, affiliates, employees, representatives, invitees and agents (collectively, "CITY'S Parties") or any of them. BUYER is not waiving any right to bring any action against any of the "Non-Released Parties" (defined below) or waiving recovery against or otherwise releasing or agreeing to forego BUYER'S rights with respect to any insurance policy, or any other person (other than the right to enforce a judgment personally against any of the CITY'S Parties), including without limitation persons obligated to the CITY'S Parties, by right of subrogation or otherwise, prior owners or occupants of the Property, the tenants, persons performing work at the Property and/or any insurance policies held by any or all such persons (collectively, the "Non-Released Parties").

BUYER ACKNOWLEDGES THAT BUYER SHALL HAVE COMPLETED ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY AND WILL ACQUIRE THE PROPERTY SOLELY ON THE BASIS OF SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION FOR THE PROPERTY AFFORDED BY THE TITLE POLICY, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT AND SUBJECT TO CITY'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN **SECTION 13** OF THIS AGREEMENT. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT CITY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT AND SUBJECT TO CITY'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN **SECTION 13** OF THIS AGREEMENT. CITY SHALL NOT BE LIABLE FOR ANY NEGLIGENT MISREPRESENTATION OR FAILURE TO INVESTIGATE THE PROPERTY NOR SHALL CITY BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY CITY, OR ANY REAL ESTATE BROKER, AGENT, REPRESENTATIVE, EMPLOYEE, SERVANT OR OTHER PERSON ACTING ON CITY'S BEHALF EXCEPT FOR REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN **SECTION 13** OF THIS AGREEMENT. IT IS ACKNOWLEDGED AND AGREED THAT THE PROPERTY IS SOLD BY CITY AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, CITY IS NOT RELEASED FROM ANY LIABILITY TO BUYER FOR FRAUD OR BREACH OF ANY COVENANT, REPRESENTATION OR WARRANTY SET FORTH IN THIS AGREEMENT.

BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS FULLY AWARE OF THE AGE OF THE PROPERTY, THAT OVER TIME VARIOUS EVENTS MAY HAVE OCCURRED ON THE PROPERTY WHICH EVENTS MAY BE TYPICAL AND/OR ATYPICAL OF EVENTS OCCURRING TO OTHER PROPERTIES OF SIMILAR AGE TO THE PROPERTY AND SIMILARLY LOCATED IN THE CITY OF SAN DIEGO AND/OR THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THAT SUCH EVENTS MAY INCLUDE, WITHOUT LIMITATION, SLAB LEAKS, MOLD, FIRE, SHIFTING, AND VIOLATIONS OF LAWS, ORDINANCES, RULES, REGULATIONS, PERMITS, APPROVALS, LICENSES AND (OR) ORDERS OF GOVERNMENTAL AGENCIES WITH JURISDICTION OVER THE PROPERTY.



THE CLOSING OF THE PURCHASE OF THE PROPERTY BY BUYER SHALL BE CONCLUSIVE EVIDENCE THAT: (A) BUYER HAS FULLY AND COMPLETELY INSPECTED (OR HAS CAUSED TO BE FULLY AND COMPLETELY INSPECTED) THE PROPERTY; AND (B) BUYER ACCEPTS THE PROPERTY AS BEING IN SATISFACTORY CONDITION AND SUITABLE FOR BUYER'S PURPOSES; AND (C) BUYER ACCEPTS ALL THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR RELIANCE ON REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN **SECTION 13** OF THIS AGREEMENT, BUYER SHALL PERFORM AND RELY SOLELY UPON ITS OWN INVESTIGATION CONCERNING ITS INTENDED USE OF THE PROPERTY, AND THE PROPERTY'S FITNESS FOR THAT USE. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT CITY'S COOPERATION WITH BUYER WHETHER BY AUTHORIZING THE AGREEMENT, PROVIDING DOCUMENTS RELATING TO THE PROPERTY, OR PERMITTING INSPECTION OF THE PROPERTY, SHALL NOT BE CONSTRUED AS ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE PROPERTY, OR WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR RELEVANCE OF THE DOCUMENTS PROVIDED TO BUYER BY CITY IN RELATION TO THE PROPERTY, PROVIDED THAT THE FOREGOING SHALL NOT BE A LIMITATION OR MODIFICATION OF THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED FOR IN **SECTION 13** OF THIS AGREEMENT.

  
CITY'S INITIALS

  
BUYER'S INITIALS

13.2. Indemnity and Release.

13.2.1. Indemnity. For the purposes of this **Section 13**, the term "Claims" shall mean any and all claims, obligations, liabilities, causes of action, suits, debts, liens, damages, judgments, losses, demands, orders, penalties, settlements, costs and expenses (including, without limitation, attorneys' fees and costs and any and all costs and expenses related to, whether directly or indirectly, any and all clean-up, remediation, investigations, monitoring, abatement, mitigation measures, fines or removal with respect to Hazardous Materials) of any kind or nature whatsoever. The definition of "Claims" shall include, without limitation, Claims under contract law or tort law. BUYER acknowledges that but for BUYER'S agreement to each and every provision of this **Section 13**, CITY would not have entered into the Agreement. BUYER, on behalf of itself, its successors, assigns and successors-in-interest ("Successors"), shall indemnify, defend, protect and hold CITY and CITY'S Parties harmless from and against any and all Claims resulting from, related to, or based upon, whether directly or

indirectly: (i) the breach by BUYER of any representation, warranty, covenant or obligation contained in the Agreement, or in any other agreement, document, exhibit or instrument related to or referenced in this Agreement; (ii) any Claim or Claims, if the basis of such Claim or Claims arose on or after the Closing, except as noted in subsection (iv) below, and if the basis of such Claim or Claims arose from, is based upon, relates to or pertains to, whether directly or indirectly, the operation, management and use of the Property; (iii) any Claim or Claims which Claim or Claims (or the basis for which) arose from, is based upon, relates to or pertains to, whether directly or indirectly, any act or omission of BUYER or any of its employees, agents or representatives; and (iv) (A) any Claim or Claims that relate to the condition of the Property on or after the Close of Escrow, including any judgment, order or settlement under or otherwise pursuant to a lawsuit, and (B) any Claim or Claims that arise on or after the Close of Escrow that relate to defects in the structures currently on the Property (including, without limitation, patent and latent construction defects), regardless of whether the defects or the cause of the defects arose either before or after the Close of Escrow, including any judgment, order or settlement under or otherwise pursuant to the lawsuit. Notwithstanding the foregoing contained in this **Section 13**, BUYER shall have no duty to indemnify, defend, protect and hold CITY and CITY'S Parties harmless from and against any and all Claims arising from CITY'S established sole negligence or willful misconduct. Any defense of any or all of the CITY'S Parties referenced in this **Section 13**, shall be at BUYER'S sole cost and expense and by counsel selected by the BUYER, subject to the reasonable approval of the indemnified person, which counsel may, without limiting the rights of any of the CITY'S Parties pursuant to the next succeeding sentence of this **Section 13**, also represent BUYER in such investigation, action or proceeding. If any of the CITY'S Parties that is being indemnified determines reasonably and in good faith that its defense by BUYER is reasonably likely to cause a conflict of interest or is being conducted in a manner which is prejudicial to such person's interests, such indemnified person may elect to conduct its own defense through counsel of its own choosing, subject to the reasonable approval of BUYER, and at the expense of BUYER.

- 13.2.2. Release and §1542 Waiver. Notwithstanding the following or anything to the contrary set forth in this Agreement, CITY is not released from any liability to BUYER for fraud or breach of any covenant or warranty set forth in this Agreement. Subject to the immediately preceding sentence and BUYER'S right to rely on CITY'S express representations and warranties set forth in **Section 13**, BUYER for itself and on behalf of each of its successors and/or assigns (collectively, the "Releasors") by this general release of known and unknown claims (this "Release") irrevocably and unconditionally release and forever discharge CITY and each of CITY'S Parties (collectively, the "Releasees") or any of them, from and against any and all Claims of any kind or nature whatsoever, **WHETHER KNOWN**



**OR UNKNOWN**, suspected or unsuspected, fixed or contingent, liquidated or unliquidated which any of the Releasors now have, own, hold, or claim to have had, owned, or held, against any of the Releasees arising from, based upon or related to, whether directly or indirectly any facts, matters, circumstances, conditions or defects (whether patent or latent) of all or any kinds, related to, arising from, or based upon, whether directly or indirectly, the Property, including without limitation, (i) the physical condition, quality and state of repair of the Property conveyed, (ii) any latent or patent defect affecting the Property conveyed, and (iii) the presence of Hazardous Materials in, on, about or under the Property or which have migrated from adjacent lands to the Property or from the Property to adjacent lands.

Except for Claims for CITY'S fraud or the breach of any representations and warranties of CITY expressly provided for in **Section 13** of this Agreement, Releasors further agree as follows:

- i. Releasors acknowledge that there is a risk that subsequent to the execution of this Agreement, Releasors may discover, incur, or suffer from Claims which were unknown or unanticipated at the time this Release is executed, including, without limitation, unknown or unanticipated Claims which, if known by Releasors on the date this Release is being executed, may have materially affected Releasors' decision to execute this Agreement. Releasors acknowledge that Releasors are assuming the risk of such unknown and unanticipated Claims and agree that this Release applies thereto. Releasors expressly waive the benefits of Section 1542 of the California Civil Code, which reads as follows:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

- ii. Releasors represent and warrant that Releasors have been represented by independent counsel of Releasors' own choosing in connection with the preparation and review of this Release, that Releasors have specifically discussed with such counsel the meaning and effect of this Release and that Releasors have carefully read and understand the scope and effect of each provision contained in this Release. Releasors further represent and warrant that Releasors do not rely and have not relied upon any representation or statement made by any of the Releasees or any of their representatives, agents, employees, attorneys or officers with regard to the subject matter, basis or effect of this Release.

- iii. Releasors represent and warrant to Releasees that Releasors have not and shall not assign or transfer or purport to assign or transfer any Claim or Claims or any portion thereof or any interest therein, and shall indemnify, defend, protect and hold the Releasees harmless from and against any Claim or Claims based on or arising out of, whether directly or indirectly, any such assignment or transfer, or purported assignment or transfer.

CITY'S INITIALS

BUYER'S INITIALS

It is specifically intended that each of CITY'S Parties shall be third party beneficiaries of this **Section 13.2.2**.

13.2.3. Waiver of Subrogation; Survival. BUYER waives any right of subrogation as to CITY or CITY'S Parties. Each and every provision of this **Section 13** shall, except as may be expressly limited in this **Section 13**, survive the Closing and, as applicable, the termination of this Agreement, and, but for BUYER'S agreement to each and every provision of this **Section 13**, CITY would not have executed this Agreement.

#### 14. Casualty and Condemnation of the Property.

- 14.1. If between the Effective Date and the Closing there is damage to or destruction of the Property, caused by BUYER, its officers, agents, employees, contractors or invitees, the Purchase Price shall not be reduced and CITY shall not be obligated to repair or restore the Property, and BUYER shall be obligated to Close Escrow in accordance with this Agreement.
- 14.2. If between the Effective Date and the Closing Date, (i) any portion of the Property is destroyed or damaged through no fault of BUYER, or its officers, agents, employees, contractors, or invitees, and the estimated cost of restoration or repair as reasonably estimated by BUYER shall exceed three percent (3%) of the Purchase Price, or (ii) any condemnation or eminent domain proceeding is commenced that will result in the taking of any part of the Property, BUYER may, at BUYER'S election, either:
- Terminate this Agreement, regardless of whether the Due Diligence period has expired, by giving written notice to CITY and the Escrow Agent in which event all remaining funds or other things deposited in Escrow by BUYER, including without limitation, the Deposit shall be returned to BUYER immediately from Escrow, and all fees and costs charged by the Escrow Agent shall be paid by BUYER and CITY, each as to one-half (1/2); or
  - Proceed with the Closing with no reduction in the Purchase Price, in which event CITY shall assign to BUYER all of CITY'S rights, titles and interests to any award made for the condemnation or eminent domain action, as applicable.



- 14.3. Notice. Upon CITY becoming aware of any damage or destruction to all or any portion of the Property, or if CITY obtains notice of the commencement of or the threatened commencement of eminent domain or condemnation proceedings with respect to all or any portion of the Property, CITY shall promptly notify the BUYER thereof in writing.

15. Broker's Commission.

- 15.1. CITY has retained a real estate broker, **Jones Lang LaSalle Americas, Inc.** ("JLL"), Department of Real Estate License 01856260, to represent it in the transaction contemplated by this Agreement. CITY shall pay JLL a real estate brokerage commission pursuant to a separate agreement not incorporated herein. BUYER shall not be obligated or liable for the payment of such commission.
- 15.2. BUYER has retained a real estate broker, **Colliers International** ("BUYER'S Broker"), Department of Real Estate License 01908588, to represent it in the transaction contemplated by this Agreement. BUYER'S Broker's commission shall be paid under a separate agreement not incorporated herein. The CITY shall not be liable or obligated for payment of BUYER'S Broker's commission and BUYER agrees to indemnify, defend and hold CITY harmless from any dispute related to payment of BUYER'S Broker's commission.
- 15.3. Reserved.
- 15.4. No Other Representation. BUYER and CITY each represent and warrant that except as set forth above in this section, no brokerage commission or finder's fee will be incurred or paid in connection with the purchase and sale of the Property.
- 15.5. Reserved.
- 15.6. Survival. The rights and obligations of BUYER and CITY pursuant to this section shall survive the Closing or the termination of this Agreement.

16. Mandatory Disclosure of Business Interests. Pursuant to San Diego City Charter section 225, BUYER shall make a full and complete disclosure of the name and identity of each person directly or indirectly involved in the transaction contemplated by this Agreement and the precise nature of their interest, including any assignees.

17. Assignment. BUYER shall not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of CITY, which consent may be withheld or granted in CITY'S sole and absolute discretion; provided, however, that CITY shall consent to the BUYER'S assignment of this Agreement to an entity in which the BUYER has a controlling or majority interest provided BUYER and such assignee execute an assignment agreement in form and substance reasonably acceptable to CITY and that such consent is not a violation of law. "Controlling" interest means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the subject entity, whether through the ownership of voting securities, by contract, or otherwise.

18. **Notices.** All notices under this Agreement shall be in writing and sent (a) by certified or registered mail, return receipt requested, in which case notice shall be deemed delivered three (3) Business Days after deposit, postage prepaid in the United States Mail, (b) overnight by a nationally recognized overnight courier such as UPS Overnight, or FedEx, in which case notice shall be deemed delivered one (1) Business Day after deposit with that courier, or (c) by personal delivery, in which case notice shall be deemed delivered upon the actual date of delivery. All notices shall be delivered to the following addresses:

If to BUYER: New Pointe Communities, Inc.,  
Attn: Scot C. Sandstrom  
16880 West Bernardo Drive, Suite 110  
San Diego, CA 92127  
858-451-8700  
scsandstrom@newpointedevelop.com

If to CITY City of San Diego  
Attn: Director, Real Estate Assets Department  
1200 Third Avenue, Suite 1700, MS 51A  
San Diego, CA 92101

With a copy to Mary Carlson at:  
1200 Third Avenue, Suite 1700, MS 51A  
San Diego, CA 92101  
619-236-6079  
MMCarlson@sandiego.gov

The addresses above may be changed by written notice to the other party; provided however, that no notice of a change of address shall be effective until actual receipt of the notice.

19. Prorations. Real property taxes and assessments, utility costs, and other expenses of operating the Property (provided, however, no proration shall be made with regard to any capital improvements) shall be prorated as of the Close of Escrow. CITY shall pay all real property taxes and assessments applicable to the period prior to the close of Escrow, and if any such taxes are unpaid after the Close of Escrow, then CITY shall pay them within **fifteen** (15) Business Days after BUYER'S request (which shall include a copy of the relevant tax bill).
20. No Leasing or Marketing by CITY. CITY shall not enter into any new leases with respect to the Property, or market the Property for sale or exchange after the Effective Date, unless this Agreement is terminated pursuant to its terms.
21. No Contracts by CITY. CITY will not enter into any contracts with respect to the Property, which new contracts will survive Closing or otherwise be binding on the Property or BUYER after Closing without prior written notice to Buyer.
22. Waiver. A party's failure to insist upon the strict performance of any of the other party's obligations under this Agreement, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. A party's waiver of



a default shall not be a waiver of any other default. Any waiver of a default must be in a writing executed by the non-defaulting party to constitute a valid and binding waiver. A party's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Agreement, at law or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. A party's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but the party may at any and all times require the cure of the default.

### 23. General Provisions.

- 23.1. Governing Law. This Agreement shall be interpreted and construed in accordance with California law, without regard to any choice of law principles.
- 23.2. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 23.3. Captions. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions of this Agreement.
- 23.4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, heirs and permitted assigns.
- 23.5. Amendments; Waiver. No amendment, modification, waiver, discharge or change of this Agreement shall be valid unless it is in writing and signed by both parties.
- 23.6. Entire Agreement. This Agreement contains the entire agreement between the parties relating to BUYER'S acquisition of the Property from CITY and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded.
- 23.7. Partial Invalidity. Any provision of this Agreement which is unenforceable, invalid, or the inclusion of which would adversely affect the validity, legality, or enforcement of this Agreement shall have no effect, but all the remaining provisions of this Agreement shall remain in full effect.
- 23.8. Survival. Provisions of this **Section 23**, and all other provisions so identified, shall survive the Closing or the termination of this Agreement.
- 23.9. No Third-Party Rights. Except as provided in **Section 13**, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies.
- 23.10. Time of Essence. Time is of the essence in this Agreement.

- 23.11. Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between CITY and BUYER or between any of them and any third party.
- 23.12. CITY Approval. Where this Agreement refers to an action of consent or approval of CITY, it shall mean the consent or approval of the Mayor of the CITY, or his or her designee, unless otherwise provided.
- 23.13. Exhibits and Recitals Incorporated. All exhibits referred to in this Agreement are incorporated into this Agreement by this reference. The recitals to this Agreement are incorporated into this Agreement by this reference.
- 23.14. Independent Counsel. CITY and BUYER each acknowledge that: (a) they have been given the opportunity to be represented by independent counsel in connection with this Agreement; (b) they have executed this Agreement with the advice of such counsel, if such counsel was retained; and (c) this Agreement is the result of negotiations between the parties and the advice and assistance of their respective counsel, if such counsel was retained. The fact that this Agreement was prepared or negotiated by CITY'S or BUYER'S counsel as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against either party due to the fact that CITY'S or BUYER'S counsel prepared or negotiated this Agreement in its final form.

*Remainder of page intentionally blank*

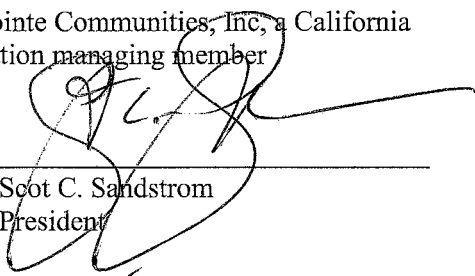


- 23.15. Capacity and Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, represent and warrant 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.

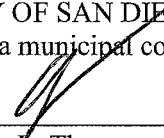
IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

NEW POINTE INVESTMENT 46, LLC,  
a California limited liability company

BY: New Pointe Communities, Inc, a California  
corporation managing member

BY:   
Scot C. Sandstrom  
President

THE CITY OF SAN DIEGO,  
a California municipal corporation

BY:   
Cybele L. Thompson  
Director, Real Estate Assets

APPROVED AS TO FORM  
Mara W. Elliott  
City Attorney

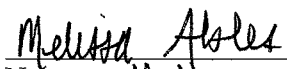
BY:   
Name: Melissa Ables  
Title: Deputy City Attorney  
Date: 4/23/19

Exhibit A: Legal Description  
Exhibit B: Form of Grant Deed  
Exhibit C: Form of Regulatory Agreement and Declarations of Covenants, Conditions  
and Restrictions Restricting Use of Property for Affordable Housing  
Exhibit D: Form of Notice of Affordability Restrictions on Transfer of Property  
Exhibit E: Form of Reporting and Monitoring Agreement  
Exhibit F: Resolution R-311868

**EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 18 OF RESUBDIVISION OF CARMEL MOUNTAIN RANCH UNITS 4 AND 36, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12516, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 13, 1989.

APN: 313-680-18



**EXHIBIT B  
FORM OF GRANT DEED**

RECORDING REQUESTED BY,

**AND WHEN RECORDED MAIL TO:**

New Pointe Communities, Inc., by New Pointe  
Communities, Inc., as the Managing Member  
16880 West Bernardo Drive, Suite 110  
San Diego, CA 92127

APN 313-680-18

SPACE ABOVE FOR RECORDER'S USE ONLY

The Undersigned Grantor(s) Declare(s):

The undersigned grantor hereby declares the documentary transfer tax is:  
\$\_\_\_\_\_ and is computed on the full value of the interest or  
property conveyed.

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby  
acknowledged,

**THE CITY OF SAN DIEGO, A CALIFORNIA MUNICIPAL CORPORATION  
("GRANTOR"),**

HEREBY GRANTS TO

**NEW POINTE INVESTMENT 46, A CALIFORNIA LIMITED LIABILITY COMPANY  
("GRANTEE"),**

ALL THAT REAL PROPERTY, in fee title together with all rights and appurtenances thereto,  
and subject to all encumbrances of record, located in the City of San Diego, County of San Diego,  
State of California, and more particularly described below (the "Property"):

LOT 18 OF RESUBDIVISION OF CARMEL MOUNTAIN RANCH UNITS 4 AND 36, IN THE  
CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING  
TO MAP THEREOF NO. 12516, FILED IN THE OFFICE OF THE COUNTY RECORDER OF  
SAN DIEGO COUNTY, DECEMBER 13, 1989.

The provisions of this Grant Deed shall inure to the benefit of and bind the respective successors  
and assigns of the parties and entities stated herein.

**RESTRICTIVE COVENANT:** GRANTOR's conveyance of the Property to GRANTEE is  
strictly conditioned on the satisfaction of all conditions contained in this Grant Deed, and the  
Regulatory Agreement and Declaration of Covenants, Conditions and Restrictions Restricting  
Property's Use for Affordable Housing ("Regulatory Agreement").

Rancho Carmel PSA 04 03 19 FINAL

If the GRANTEE, its successors and assigns, fail to begin construction within five (5) years of the date of recording of this Grant Deed, or fail to comply with the restrictive covenants herein or the Regulatory Agreement the GRANTOR may exercise the right of reverter and re-enter the property, requiring GRANTEE to return fee ownership to the GRANTOR upon thirty (30) days written notice to GRANTEE that GRANTOR is exercising its rights under this provision.

IN WITNESS WHEREOF, this Grant Deed is executed to be effective upon its recordation in the Official Records of San Diego County, California.

**San Diego City Council Authorizing Resolution No. R-311868 and R-311868**  
**Date of Final Passage: July 20, 2018**

GRANTOR: THE CITY OF SAN DIEGO, a California municipal corporation

*Approved as to form:*  
Mara W. Elliott, City Attorney

BY: \_\_\_\_\_  
Cybele L. Thompson  
Director, Real Estate Assets

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

GRANTEE: NEW POINTE INVESTMENT 46, LLC,  
a California limited liability company

BY: \_\_\_\_\_  
Scot C. Sandstrom  
Print Title: \_\_\_\_\_



[Grant Deed]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT** **CIVIL CODE §1189**

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 \_\_\_\_\_ )  
On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of Officer  
personally appeared \_\_\_\_\_  
Name of Signer(s)

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, 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 the 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.

Place Notary Seal Above Signature \_\_\_\_\_

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

**CIVIL CODE §1189**

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 \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
*Date Here Insert Name and Title of Officer*

personally appeared \_\_\_\_\_  
Name of Signer(s)

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, 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 the 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.

*Place Notary Seal Above*

Signature



**EXHIBIT C**

Form of Regulatory Agreement and Declarations of Covenants, Conditions and Restrictions  
Restricting Use of Property for Affordable Housing

*[To follow on next pages]*

**Exhibit D**

Form of Notice of Affordability Restrictions on Transfer of Property

*[To follow on next pages]*



**Exhibit E**  
Form of Reporting and Monitoring Agreement

*[To follow on next pages]*

**Exhibit F**  
Resolution R-311868

*[To follow on next pages]*





Recording requested by  
and mail to:  
City of San Diego  
Planning Department  
202 C Street, M.S. 4A  
San Diego, CA 92101-3864

2022  
NOTE: COUNTY RECORDER, PLEASE ATTACH AS  
RESTRICTION ON USE OR DEVELOPMENT OF  
REAL PROPERTY AFFECTING THE TITLE TO  
OR POSSESSION THEREOF.

PLANNING DIRECTOR RESOLUTION NO. 8864  
GRANTING PLANNED COMMERCIAL DEVELOPMENT PERMIT NO. 90-0687  
AMENDMENT TO PCD PERMIT NO. 87-0639

WHEREAS, Rancho Carmel Plaza, A California Limited Partnership, filed an application to amend a Planned Commercial Development, Rancho Carmel Plaza, described as Lots 17, 18, and 19 of Resubdivision of Carmel Mountain Ranch Units 4 and 36, Map No. 12516, located at the northeast corner of the intersection of Rancho Carmel Drive and North City Parkway, within the Carmel Mountain Ranch Community Plan in the CN Zone; and

WHEREAS, on January 28, 1991, the Planning Director of the City of San Diego considered Planned Commercial Development Permit No. 90-0687 pursuant to Section 101.0910 of the Municipal Code of the City of San Diego; NOW, THEREFORE,

BE IT RESOLVED by the Planning Director of the City of San Diego as follows:

1. That the Planning Director adopts the following written Findings, dated January 28, 1991:
  - a. The proposed use will fulfill an individual and/or community need and will not adversely affect the General Plan or the community plan. The subject property is designated as Neighborhood Commercial in the Carmel Mountain Ranch Community Plan. The proposed project conforms to this designation by providing a pedestrian-scale retail shopping center in an area that is lacking commercial facilities.
  - b. The proposed use, because of conditions that have been applied to it, will not be detrimental to the health, safety, and general welfare of persons residing or working in the area and will not adversely affect other property in the vicinity. The proposed retail center is located adjacent to and below a multi-family residential project. Rancho Carmel Plaza will blend architecturally with the residential project by using similar architectural design features and building materials. The project incorporates numerous pedestrian access points and provides two plaza areas with benches and overhead trellis. The proposed Park and Ride structure matches the architecture and materials of the retail center and provides a much-needed facility.

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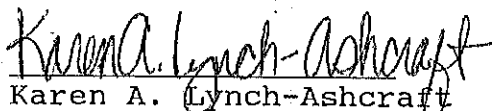


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- c. The proposed use will comply with the relevant regulations in the Municipal Code. The proposed project conforms to the regulations of the CN Zone. Conditions have been included in the permit which will ensure compliance with all other regulations in the Municipal Code.

2. That said Findings are supported by maps and exhibits, all of which are herein incorporated by reference.

BE IT FURTHER RESOLVED that, based on the Findings hereinbefore adopted by the Planning Director, Planned Commercial Development Permit No. 90-0687, Amendment to PCD Permit No. 87-0639, is hereby GRANTED to Owner/Permittee in the form and with the terms and conditions set forth in Planned Commercial Development Permit No. 90-0687, a copy of which is attached hereto and made a part hereof.

  
Karen A. Lynch-Ashcraft  
Senior Planner

Adopted On: January 28, 1991

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RESOLUTION NUMBER R- 8865ADOPTED ON January 28, 1991

WHEREAS, on July 12, 1990, American Assets submitted an application to the Planning Department for a Planned Commercial Development Permit; and

WHEREAS, the permit was set for a public hearing to be conducted by the Planning Director of the City of San Diego; and

WHEREAS, the issue was heard by the Planning Director on 1/28/91; and

WHEREAS, the Planning Director of the City of San Diego considered the issues discussed in Negative Declaration No. 90-0687; NOW THEREFORE,

BE IT RESOLVED, by the Planning Director of the City of San Diego, that it is hereby certified that Negative Declaration No. 90-0687 has been completed in compliance with the California Environmental Quality Act of 1970 (California Public Resources Code Section 21000 et seq.) as amended, and the State guidelines thereto (California Administrative Code Section 15000 et seq.), and that the information contained in said report, together with any comments received during the public review process, has been reviewed and considered by the Planning Director.

BE IT FURTHER RESOLVED that the Planning Director finds, based upon the Initial Study and any comments received, that there is no substantial evidence that the project will have a significant effect on the environment and therefore, that said Negative Declaration is hereby approved.

By

*Karen Lynch-Ashcraft*  
Karen Lynch-Ashcraft  
Senior Planner

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PLANNED COMMERCIAL DEVELOPMENT PERMIT NO. 90-0687  
PLANNING DIRECTOR  
AMENDMENT TO PCD NO. 87-0639

This Planned Commercial Development Permit Amendment is granted by the Planning Director of the City of San Diego to Rancho Carmel Plaza, A California Limited Partnership, pursuant to in Section 101.0910 of the Municipal Code of the City of San Diego.

1. Permission is granted to Owner/Permittee to construct a Planned Commercial Development located at the northeast corner of the intersection of Rancho Carmel Drive and North City Parkway, described as Lots 17, 18, and 19 of Resubdivision of Carmel Mountain Ranch Units 4 and 36, Map No. 12516, in the CN Zone.
2. The facility shall consist of the following:
  - a. Three (3) retail building totaling 31,280 square feet;
  - b. A two-story, 75-space park-and-ride facility;
  - c. Off-street parking;
  - d. Accessory uses as may be determined incidental and approved by the Planning Director.
3. Prior to the issuance of any building or grading permits, the existing slope easement at the southwest corner of the site shall be abandoned by the recordation of a final map or other means. If a final map is recorded, it must conform to Tentative Map No. 90-0687 and this permit must conform to all provisions of the final map.
4. No fewer than 156 off-street parking spaces shall be maintained on the property in the approximate location shown on Exhibit "A," dated January 28, 1991, on file in the office of the Planning Department. Parking spaces shall be consistent with Division 8 of the Municipal Code and shall be permanently maintained and not converted for any other use. Parking spaces and aisles shall conform to Planning Department standards. Parking areas shall be marked.
5. No permit for construction of any facility shall be granted nor shall any activity authorized by this permit be conducted on the premises until:
  - a. The Permittee signs and returns the permit to the Planning Department;

ORIGINAL

- b. The Planned Commercial Development Permit is recorded in the office of the County Recorder.

6. Before issuance of any building permits, complete grading and building plans shall be submitted to the Planning Director for approval. Plans shall be in substantial conformity to Exhibit "A," dated January 28, 1991, on file in the office of the Planning Department. No change, modifications or alterations shall be made unless appropriate applications, Findings of Substantial Conformance or amendment of this permit shall have been granted.

7. Before issuance of any grading or building permits, a complete landscape plan, including a permanent irrigation system, shall be submitted to the Planning Director for approval. The plans shall be in substantial conformity to Exhibit "A," dated January 28, 1991, on file in the office of the Planning Department. Approved planting shall be installed before issuance of any occupancy permit on any building. Such planting shall not be modified or altered unless this permit has been amended and is to be maintained in a disease, weed and litter free condition at all times.

8. All outdoor lighting shall be so shaded and adjusted that the light is directed to fall only on the same premises as light sources are located.

9. The effective date of this permit shall be the date of final action following all appeal dates and proceedings. The permit must be utilized within 36 months after the effective date. Failure to utilize the permit within 36 months will automatically void the permit unless an extension of time has been granted by the Planning Director, as set forth in Section 101.0910, M, of the Municipal Code. Any such extension of time must meet all the Municipal Code requirements and applicable guidelines in effect at the time the extension is considered by the Planning Director.

10. Construction and operation of the approved use shall comply at all times with the regulations of this or any other governmental agencies.

11. After establishment of the project, the property shall not be used for any other purposes unless:

- a. Authorized by the Planning Director; or
- b. The proposed use meets every requirement of the zone existing for the property at the time of conversion;
- c. The permit has been revoked by the City.

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12. The property included within this Planned Commercial Development shall be used only for the purposes and under the terms and conditions set forth in this permit unless authorized by the Planning Director or the permit has been revoked by the City of San Diego.

13. This Planned Commercial Development Permit may be canceled or revoked if there is any material breach or default in any of the conditions of this permit. Cancellation or revocation may be instituted by the City of San Diego or Permittee.

14. This Planned Commercial Development Permit is a covenant running with the subject property and shall be binding upon the Permittee and any successor or successors, and the interests of any successor shall be subject to each and every condition set out.

15. Permanent and/or temporary signs shall be approved by the Planning Director and shall be consistent with the criteria established by the sign plan, part of Exhibit "A," dated January 28, 1991.

16. This Planned Commercial Development may be developed in phases. Each phase shall be constructed prior to the sale or lease to individual owners or tenants to ensure that all development is consistent with conditions and exhibits submitted to and approved by the Planning Director.

17. The use of textured or enhanced paving shall be permitted only with the approval of the City Engineer and Planning Director, and shall meet standards of these departments as to location, noise and friction values, and any other applicable criteria.

18. The permittee/applicant shall comply with all requirements of the Uniform Building Code (UBC) and secure all necessary building permits prior to construction.

19. The 75-space Park and Ride facility shall be consistent with the Exhibit 'A', dated January 28, 1991. The timing of construction of this facility shall be determined by the California Department of Transportation.

20. Future design of Pad buildings 'B' and 'C', on the approved site plan, must be consistent with the architecture of the main building and is subject to approval by the Planning Director.

21. The pad areas for future buildings 'B' and 'C' shall be provided with temporary landscaping and irrigation to be maintained until construction commences for these buildings.

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22. Plaza areas with trellis and bus shelter shall be constructed with the main building and shall be completed prior to occupancy.

23. This permit is subject to off-site landscape and irrigation improvements, adjacent to the north side of the Park and Ride facility. These improvements shall comply with all provisions contained in the agreement with the adjacent property owner.

24. The Permittee shall obtain all necessary encroachment permits for landscaping within the public right-of-way.

25. This Planned Commercial Development Permit supersedes PCD No. 87-0639.

26. Prior to the issuance of any building permits, the applicant shall comply with Transportation Planning requirements for the Park and Ride, satisfactory to the City Engineer.

27. The aisle to enter and exit the parking area north of Retail 'B' is subject to approval by the City Engineer.

28. Prior to the issuance of any building permits, the applicant shall:

- a. Ensure that building address numbers are visible and legible from the street (UFC 10.208).
- b. Show the location of all fire hydrants on the plot plan (UFC 10.301).
- c. Provide access in conformance with Fire Department Policy A-89-1 (UFC 10.207).

29. To the extent this condition is consistent with state and local laws, this project shall comply with the standards, policies and requirements in effect at the time of approval of this project, including any successor or new policies, financing mechanisms, phasing schedules, plans and ordinances relating to growth management adopted by the City of San Diego after January 11, 1990. The owner/permittee may challenge the legality of the imposition of future requirements pursuant to this condition at the time such future requirements and their impact on the project are defined.

30. In the event that 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 the event

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that a challenge pertaining to future growth management requirements, as discussed in Conditions No. 29, is found by a court of competent jurisdiction to be invalid, unenforceable or unreasonable, the Planning Director shall have the right, but not the obligation, to review this Permit to confirm that the purpose and intent of the original approval will be maintained.

APPROVED by the Planning Director of the City of San Diego on January 28, 1991.

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AUTHENTICATED BY:

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Karen Lynch-Ashcraft

KAREN LYNCH-ASHCRAFT, SENIOR PLANNER, CITY OF SAN DIEGO PLANNING DEPARTMENT

STATE OF CALIFORNIA)      SS.  
COUNTY OF SAN DIEGO)

LS

On this 4th day of March, in the year 1991, before me, Catherine L. Meyer, a Notary Public in and for said County and State, personally appeared [Signature] personally known to me (~~or-proved-to-me-on-the-basis-of satisfactory-evidence~~) to be the person who executed this instrument as Senior Planner of the Planning Department of the City of San Diego and acknowledged to me that the Municipal Corporation executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County of San Diego, State of California, the day and year in this certificate first above written.

written.  
Catherine L. Meyer  
Catherine L. Meyer



Notary Public in and for the County of San Diego, State of California

PERMITTEE(S) SIGNATURE/NOTARIZATION:

The undersigned Permittee(s), by execution thereof, agrees to each and every condition of this permit and promises to perform each and every obligation of Permittee(s) thereunder.

BY:

John Chamberlain  
Rancho Carmel Plaza  
Owner  
Limited Partnership

3 | 18 | 9 |

BY:

## PARTNERSHIP ACKNOWLEDGMENT

CAL-25

State of California }  
County of SAN DIEGO } SS.

On this the 18<sup>th</sup> day of MARCH, 1991, before me,

the undersigned Notary Public, personally appeared

JOHN W. CHAMBERLAIN

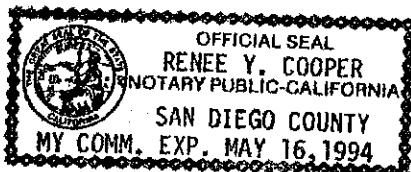
☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument on behalf of the partnership, and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.

Notary's Signature



ORIGINAL



Attachment 18  
DOC #: 1771-0147849  
03-APR-1991 01:49 PM

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SAN DIEGO COUNTY RECORDER'S OFFICE  
ANNETTE EVANS, COUNTY RECORDER

RF:	11.00	FEES:	21.00
AF:	9.00		
MF:	1.00		

P-8  
9P