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**ANNEXATION AGREEMENT**

**among**

**THE CITY OF CHULA VISTA**

**a California Municipal Corporation,**

**and**

**THE CITY OF SAN DIEGO**

**a California Municipal Corporation,**

**and**

**TRI POINTE HOMES IE-SD, INC,**

**a California Corporation,**

**[Dated as of \_\_\_\_\_, 2024 for reference purposes only]**

For good and valuable consideration, including, but not limited to, the promises and mutual covenants set forth in this Annexation Agreement, the receipt and sufficiency of which is hereby acknowledged, the City of Chula Vista, the City of San Diego, and Tri Pointe Homes IE-SD, Inc. agree as follows:

## ARTICLE 1

### PARTIES AND EFFECTIVE DATE

1.1 **Parties.** This Annexation Agreement (“Agreement”) is entered into among: (i) the City of Chula Vista (“Chula Vista”), a municipal corporation and California charter city; (ii) the City of San Diego (“San Diego”), a municipal corporation and California charter city; and (iii) Tri Pointe Homes IE-SD, Inc. (“Tri Pointe Homes”), a California corporation. Chula Vista, San Diego and Tri Pointe Homes are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.” This Agreement is dated as of \_\_\_\_\_, 2024, for reference purposes only, and will become effective upon the “Effective Date” as defined in Section 1.2<sup>1</sup> below.

1.2 **Effective Date.** This Agreement will become effective on the first date (“Effective Date”) on which all the following have occurred: (i) this Agreement has been approved by Tri Pointe Homes, executed by its legally authorized officers, and delivered to Chula Vista and San Diego; (ii) this Agreement has been approved by City of Chula Vista City Council (“Chula Vista City Council”) and executed by its duly authorized representative as designated by the Chula Vista City Council; and (iii) this Agreement has been approved by the City of San Diego City Council (“San Diego City Council”) and executed by its duly authorized representative as designated by the San Diego City Council.

## ARTICLE 2

### RECITALS

2.1 Tri Pointe Homes owns 23.8 acres of uninhabited land (the “Project Property”), located in the undeveloped area of Chula Vista adjacent to the jurisdictional boundary of San Diego, as described and depicted in Exhibit A, attached hereto.

2.2 Tri Pointe Homes represents and warrants to the Parties that Tri Pointe Homes is the legal title holder and owner of record of the Project Property and that no other parties have a legal or equitable interest in the Project Property.

2.3 Tri Pointe Homes intends to develop the Nakano project (the “Project”), which, as approved by Chula Vista, consists of up to a 221-unit residential development on the Project Property. The details of the Project are described and depicted in exhibits to the Project’s vesting tentative map and its Environmental Impact Report (“EIR”), as approved and certified by Chula Vista, and are incorporated herein by this reference.

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<sup>1</sup> Note to Draft (“NTD”): Section references will need to be confirmed at execution stage.

2.4 Although the Project Property is located within Chula Vista’s jurisdiction, it is situated adjacent to San Diego’s Ocean View Hills residential development to the east, Interstate 805 to the west, Kaiser Medical Center to the south and the Otay Valley River Park to the north, as depicted in Exhibit A. The Project Property does not have direct access or connections to Chula Vista utilities, services and facilities, and, if developed, would need to be served by San Diego.

2.5 Prior to the Effective Date of this Agreement, Chula Vista, San Diego, and Tri Pointe Homes approved a memorandum of understanding (“MOU”) setting forth: (i) Chula Vista and San Diego’s reservation of rights to exercise their discretion as to all matters to negotiate or terminate negotiation of a binding annexation agreement; (ii) an understanding that Chula Vista would serve as the Lead Agency for purposes of compliance with the California Environmental Quality Act (Pub. Res. Code §§ 21000 *et seq.*) (“CEQA”) and include an independent analysis of the environmental impacts of a scenario where the Project Property would be annexed into San Diego; and (iii) an understanding that if Chula Vista approved the Project and an annexation agreement, then San Diego would independently evaluate whether to support the Reorganization, and if so, execute a binding annexation agreement and serve as the San Diego Local Agency Formation Commission (“LAFCO”) Applicant for LAFCO purposes in processing the Reorganization through LAFCO. The original term of this MOU has been extended upon the mutual agreement of the parties.

2.6 As provided in this Agreement, the Parties agree the Project Property on which Tri Pointe Homes will construct the Project will be detached from Chula Vista and annexed into the jurisdictional boundaries of San Diego. The process by which these jurisdictional changes will occur are collectively referred to in this Agreement as the “Reorganization.”

2.7 Pursuant to the authority to enter into annexation-related contracts (*Morrison Homes Corporation v. City of Pleasanton* (1974) 58 Cal. App.3d 724, 733), this Agreement sets forth the process for and the terms and conditions upon which the Project Property may be detached from Chula Vista and annexed into San Diego through the Reorganization, in the event Chula Vista approves the Project.

2.8 Due to the complexity and magnitude of the Project, as well as the substantial financial investment associated with the development, Tri Pointe Homes desires for Chula Vista and San Diego to provide a sufficient degree of certainty regarding the provision of municipal services to the Project Property after Chula Vista approves the Project. Pursuant to this Agreement, Chula Vista and San Diego provide assurances to Tri Pointe Homes that it will have the right to develop the Project in accordance with the Project Entitlements (as defined herein) on the terms and conditions provided in this Agreement.

### **ARTICLE 3**

#### **DEFINITIONS**

3.1 “Affected Local Agency” has the definition provided in Government Code section 56014.

3.2 “Agreement” means this Annexation Agreement.

3.3 “Annexation” has the definition provided in Government Code section 56017 and, for this Agreement, means more specifically the addition of the Project Property to the jurisdictional boundaries of San Diego and any other Affected Local Agency.

3.4 “Application” has the definition provided in Section 4.1.2 of this Agreement.

3.5 “Approval of Reorganization” means LAFCO’s adoption of a resolution making determinations to approve the Reorganization pursuant to Government Code section 56880.

3.6 “Building Codes” means standard, uniform codes governing construction, as adopted in California and/or San Diego. Examples of Building Codes include the California Building Code, the National Electrical Code, the Uniform Plumbing Code, the Uniform Mechanical Code, the Uniform Housing Code, and the Uniform Code for the Abatement of Dangerous Buildings.

3.7 “CEQA” means the California Environmental Quality Act, Public Resources Code section 21000 *et seq.* and the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3 (“CEQA Guidelines”).

3.8 “Certificate of Completion” has the definition provided in Government Code section 56020.5.

3.9 “Chula Vista” means the City of Chula Vista, a California municipal corporation and charter city.

3.10 “Chula Vista Project Entitlements” means the discretionary approvals that may be issued by Chula Vista as part of the possible approval of the Project. The Chula Vista Project Entitlements include, but are not limited to, the certification of the EIR and related approvals required pursuant to CEQA, General Plan Amendment, Specific Plan, Vesting Tentative Subdivision Map, Rezone, Multiple Species Conservation Plan Subarea Plan Amendment, and Mitigation Monitoring and Reporting Program. Chula Vista retains and will exercise full authority, discretion, jurisdiction, and independent judgment regarding any and all discretionary decisions. Chula Vista shall not make or issue ministerial approvals or permits regarding the Project, including but not limited to any grading permits, building permits, or certificates of occupancy or completion for the Project.

3.11 “Detachment” has the definition provided in Government Code section 56033, and, for this Agreement, means more specifically the removal of the Project Property from the jurisdictional boundaries of Chula Vista and the Otay Municipal Water District.

3.12 “Early Termination” has the definition provided in Section 8.6.2 of this Agreement.

3.13 “Effective Date” has the definition provided in Section 1.2 of this Agreement.

3.14 “EIR” means the Final Environmental Impact Report, SCH No. 2022060260, including the technical studies prepared in support of the EIR, for the Project as certified by Chula Vista, as the lead agency, and San Diego, as the responsible agency, pursuant to CEQA, and shall include, CEQA Findings of Fact, Statement of Overriding Considerations, and the Mitigation

Monitoring and Reporting Program, as approved separately and independently by Chula Vista and San Diego.

3.15 “Executive Officer” has the definition provided in Government Code section 56038 and, for this Agreement, means the Executive Officer of LAFCO.

3.16 “Expiration” has the definition provided in Section 8.6.1 of this Agreement.

3.17 “Fiscal Impact Analysis” means the fiscal study required by Section 5.3 of this Agreement.

3.18 “Initiate” or “Initiation” has the definition provided in Government Code section 56047.

3.19 “LAFCO” means the Local Agency Formation Commission of the County of San Diego, or any successor entity thereto.

3.20 “LAFCO Final Decision” means when LAFCO has recorded the Certificate of Completion with the County of San Diego Recorder’s Office and: (i) any ordinances or resolutions with respect to the Certificate of Completion have taken effect; (ii) the time has passed for any request for reconsideration or appeal of LAFCO’s Approval of Reorganization or the Certificate of Completion to any administrative agency or court with appeal jurisdiction over such approvals or appeals in connection therewith; (iii) no notice of referendum or initiative with respect thereto has been published or publicized within the statutory timeframes; and (iv) any appeal or litigation with respect to the Certificate of Completion or LAFCO’s Approval of Reorganization has been prosecuted and resolved in a manner which is not subject to remand to lower courts or governmental agencies.

3.21 “Landowner” has the definition provided in Government Code section 56048 and, for this Agreement, is equivalent to Tri Pointe Homes.

3.22 “Lead Agency for CEQA” has the definition provided in Public Resources Code section 21067 and section 15050 of the CEQA Guidelines, and, unless otherwise indicated, refers to Chula Vista and its efforts to process the Chula Vista Project Entitlements.

3.23 “LAFCO Applicant” refers to San Diego and its efforts to process the Reorganization through LAFCO.

3.24 “MOU” means the memorandum of understanding, as amended from time to time, by and among Chula Vista, San Diego and Tri Pointe Homes as approved by the respective Parties.

3.25 “Otay Municipal Water District” means the Otay Municipal Water District, a water district established and organized pursuant to the California Water Code.

3.26 “Parties” means, collectively, Chula Vista, San Diego and Tri Pointe Homes.

3.27 “Party” means, individually, Chula Vista, San Diego or Tri Pointe Homes.

3.28 “Permit Condition” means a condition to be included in the Project Entitlements set forth by Chula Vista that reads substantially as follows:

“With payment of processing fees, Tri Pointe Homes may process and complete all requirements necessary for a final map. However, a final map shall for the Project only be approved by the City of San Diego upon the satisfaction of all requirements for obtaining a final map, including the payment of all applicable processing fees.”

3.29 “Project” means the Nakano Project proposed by Tri Pointe Homes for construction on the Project Property, as is more particularly defined in Section 2.3 of this Agreement.

3.30 “Project Build-Out” means the issuance of the last permit needed to occupy and use the last structure or facility identified in the Project Entitlements or an earlier time as the Parties may mutually agree in writing.

3.31 “Project Entitlements” shall mean, collectively, Chula Vista Project Entitlements and San Diego Project Entitlements.

3.32 “Project Property” has the definition provided in Section 2.1 of this Agreement and is described and depicted in Exhibit A, attached hereto.

3.33 “Reorganization” means the Detachment of the Project Property from Chula Vista and the Otay Municipal Water District and Annexation of the Project Property into the jurisdictional boundaries of San Diego and other Affected Local Agency, as provided in Government Code section 56073 and sections 56650 *et seq.*, as well as any required adjustments to the Chula Vista, San Diego and Otay Municipal Water District Spheres of Influence and related changes to the jurisdictional boundaries and/or Spheres of Influence of any other Affected Local Agency, as set forth in San Diego’s Resolution of Application for Reorganization.

3.34 “Reorganization Effective Date” has the definition provided in Section 5.1 of this Agreement.

3.35 “Resolution of Application for Reorganization” means the document that San Diego will approve in order to initiate the Reorganization, as provided in Government Code section 56073.1.

3.36 “San Diego” means the City of San Diego, a California municipal corporation and charter city.

3.37 “San Diego Project Entitlements” means the discretionary approvals issued by San Diego as part of the possible approval of the Project. The San Diego Project Entitlements include, but are not limited to, the review and consideration of the EIR and related approvals required pursuant to CEQA, Community Plan Amendment, General Plan Amendment, Pre-Zone, Multiple Species Conservation Plan Subarea Plan Amendment, Sewer Easement Vacation, City Council District Boundary Amendment, Resolution of Application to LAFCO, Site Development Permit for development areas currently in City of San Diego jurisdiction and Uncodified Ordinance for areas outside City of San Diego. San Diego retains and will exercise full authority, discretion, jurisdiction, and independent judgment regarding any and all discretionary decisions relating to

the San Diego Project Entitlements and shall be responsible for the issuance of any related certificates.

3.38 “Sphere of Influence” has the definition provided in Government Code section 56076.

3.39 “Tri Pointe Homes” means Tri Pointe Homes IE-SD, Inc. a California corporation with its principal place of business located at Irvine, California.

## ARTICLE 4

### THE REORGANIZATION

4.1 **Initiation of Proceedings.** The Reorganization shall be processed in accordance with the timeline identified in Exhibit B.

4.1.1 **San Diego as Proponent of Reorganization.** San Diego, as the LAFCO Applicant, shall adopt a Resolution of Application for Reorganization, in substantially the form described in Exhibit C, attached hereto, within sixty (60) calendar days of the Effective Date of this Agreement. Tri Pointe Homes, Chula Vista and San Diego shall review and approve in writing all modifications to the attached Resolution of Application for Reorganization prior to adoption by San Diego and submission to LAFCO. For purposes of this paragraph only, the review and approval of modifications to the Resolution of Application may be made by the City Manager of Chula Vista, Mayor of San Diego, or their respective designees. San Diego shall process the Reorganization with LAFCO to obtain a Certificate of Completion for the Reorganization. Except as otherwise provided in this Agreement, San Diego hereby irrevocably consents to the Reorganization and agrees to not in any way object to, protest, delay, frustrate, or otherwise impede the Reorganization. Provided that Tri Pointe Homes and Chula Vista have fully complied with their obligations set forth in this Agreement, San Diego shall cooperate in every reasonable way with the requests of Tri Pointe Homes, Chula Vista, LAFCO and any other Affected Local Agency in any proceedings for the Reorganization. Notwithstanding any other provision herein, failure to adopt the applicable resolution within sixty (60) calendar days or obtain the Parties’ written mutual consent for an extension of time to adopt the applicable resolution will terminate this Agreement.

4.1.2 **Timing, Form and Content of Application.** San Diego shall submit an Application for Reorganization (“Application”) within sixty (60) calendar days of its approval of a Resolution of Application for Reorganization. The form and content of the Application shall be as provided in Government Code section 56652 and LAFCO policy, including any necessary information regarding an adjustment to San Diego’s Sphere of Influence or the Otay Water District Sphere of Influence, in order to serve the Project Property and shall be in substantially the form described in Exhibit D, attached hereto. Tri Pointe Homes, Chula Vista and San Diego shall review and approve in writing all modifications to the attached Application prior to submission to LAFCO. For purposes of this paragraph only, review and approval of modifications to the Application may be made by the City Manager of Chula Vista, Mayor of San Diego, or their respective designees. The Application will also include this Agreement. The Parties agree to jointly work to ensure that the Application satisfies the LAFCO form and content requirements.

4.1.3 **Chula Vista Resolution of Support.** Chula Vista shall adopt a Resolution of Support for San Diego’s Application within ten (10) calendar days of the Effective Date of this Agreement or concurrent with a hearing to approve this Agreement, whichever occur first. Except as otherwise provided in this Agreement, Chula Vista hereby irrevocably consents to the Reorganization and agrees to not in any way object to, protest, delay, frustrate, or otherwise impede the Reorganization. Provided that Tri Pointe Homes and San Diego have fully complied with their obligations set forth in this Agreement, Chula Vista shall cooperate in every reasonable way with the requests of Tri Pointe Homes, San Diego, LAFCO and any other Affected Local Agency in any proceedings for the Reorganization. Notwithstanding any other provision herein, failure to adopt the applicable resolution within sixty (60) calendar days or obtain the parties’ written mutual consent for an extension of time to adopt the applicable resolution will terminate this Agreement.

4.1.4 **Purpose of Resolutions.** It is the intent of the Parties that the resolutions called for in this Section 4.1 of the Agreement shall satisfy the provisions of Government Code sections 56751(d) and 56857(e) and make the provisions of Government Code sections 56751(a)-(c) and 56857(a)-(d) inapplicable to the Reorganization.

4.1.5 **Compliance with Government Code section 56375(a)(7).** Government Code section 56375(a)(7) provides that LAFCO “shall require, as a condition to annexation, that a city prezone the territory to be annexed *or present evidence satisfactory to the commission that the existing development entitlements on the territory are vested or are already at buildout, and are consistent with the city’s general plan.*” (Emphasis added.) The Parties intend this Agreement to serve as satisfactory evidence that the Project Entitlements, as applied to the Project, are vested and consistent with San Diego’s General Plan as of the Effective Date.

4.1.6 **Landowner-Owner Consent Form; Irrevocable Consent.** Within thirty (30) days of the Effective Date of this Agreement, Tri Pointe Homes shall execute and cause to be submitted to San Diego in connection with the Application a Landowner-Consent Form in support of the Reorganization in the form required by LAFCO. Except as otherwise provided in this Agreement, Tri Pointe Homes hereby irrevocably consents to the Reorganization and agrees to not in any way object to, protest, delay, frustrate, or otherwise impede the Reorganization. Provided that Chula Vista and San Diego have fully complied with their obligations set forth in this Agreement, Tri Pointe Homes shall cooperate in every reasonable way with the requests of Chula Vista, San Diego, LAFCO and any Affected Local Agency and any other public agency in any proceedings for the Reorganization. Tri Pointe Homes shall also cause to be prepared all legal descriptions, parcel/plan maps and other maps required by LAFCO for the Reorganization.

4.1.7 **Plan For Providing Services.** A Plan for Providing Services consistent with the requirements in Government Code section 56653, in substantially the form described in Exhibit E, attached hereto, shall be submitted as part of San Diego’s Application. Tri Pointe Homes, Chula Vista and San Diego shall review and approve in writing all modifications to the attached Plan for Providing Services prior to submission to LAFCO. For purposes of this paragraph only, the review and approval of modifications to the Plan for Providing Services may be made by the City Manager of Chula Vista, Mayor of San Diego or their respective designees.

4.1.8 **Environmental Document.** The Parties intend that the EIR shall be the environmental documentation used by Chula Vista, San Diego, LAFCO, or other Affected Local



Agency to comply with CEQA in the consideration of the Reorganization. Tri Pointe Homes shall be responsible for causing the appropriate number of copies of the EIR and related documents to be provided for the Application. If LAFCO requires additional information related to the environmental documentation, the Parties shall make reasonable efforts to provide the information to LAFCO, and Tri Pointe Homes shall be solely responsible for such costs.

4.1.9 **LAFCO Processing Fees.** Tri Pointe Homes shall be solely responsible for providing all LAFCO processing fees pursuant to LAFCO's standard policies or as may otherwise be required to process the Reorganization.

4.1.10 **Complete Application.** The Parties anticipate that LAFCO may require additional information prior to deeming the Application complete. The Parties shall make reasonable efforts to provide the information to LAFCO.

#### 4.2 **LAFCO Hearing and Decision.**

4.2.1 **Assistance of Parties to LAFCO Executive Officer and Staff.** The Parties shall make reasonable efforts to timely respond to requests for information from the Executive Officer and LAFCO staff as necessary for the processing of the Reorganization through the LAFCO hearing process.

4.2.2 **Participation in Hearing Process.** The Parties shall make reasonable efforts to ensure that their appropriate representatives prepare for and attend LAFCO meetings and public hearings as necessary for the processing of the Reorganization through the hearing process.

#### 4.3 **Reorganization Processing Costs.**

4.3.1 **Tri Pointe Homes.** Tri Pointe Homes shall be solely responsible for all costs and fees, including attorney's fees or other obligations incurred by it for the Project, the EIR and the Reorganization. In addition, except as may otherwise be expressly provided in this Agreement, Tri Pointe Homes shall pay all costs and fees, including attorneys' fees associated with processing the Project, the EIR and the Reorganization and other obligations of Chula Vista, San Diego and the City in connection with processing the Project, the EIR and the Reorganization. However, such costs and fees shall not include any costs and fees related to any challenge initiated or joined in by Chula Vista or San Diego to the issuance of any Project permits or approvals. Tri Pointe Homes shall establish or maintain throughout the term of this Agreement refundable deposit accounts with Chula Vista and San Diego, respectively, against which Chula Vista and San Diego may draw its reasonable costs and fees, including attorneys' fees, and other monetary obligations. Within thirty (30) days of receipt of a written request, Tri Pointe Homes shall replenish the deposit account in accordance with Chula Vista and San Diego's respective published deposit requirements. Tri Pointe Homes acknowledges and agrees that its failure to replenish the deposit accounts will result in suspension of work by the Party requesting that the account be replenished.

4.3.2 **Chula Vista.** Chula Vista shall be entitled to be fully and timely reimbursed by Tri Pointe Homes as provided in Section 4.3.1 for its reasonable costs and fees incurred in connection with processing the Project, Chula Vista Project Entitlements and the Reorganization in accordance with its published fee schedules applicable throughout its territory, and other reasonable costs and fees, and will require deposits from Tri Pointe Homes for such costs and fees

in accordance with Section 4.3.1. Except as may otherwise be expressly provided in this Agreement, Chula Vista shall have no obligation for the costs and fees incurred by Tri Pointe Homes, or San Diego in connection with the Project, Chula Vista Project Entitlements or the Reorganization.

4.3.3 **San Diego.** San Diego shall be entitled to be reimbursed by Tri Pointe Homes as provided in Section 4.3.1 for its reasonable costs and fees incurred in connection with processing the Project, San Diego Project Entitlements and the Reorganization in accordance with its published fee schedules applicable throughout its territory. Except as may otherwise be expressly provided in this Agreement, San Diego shall have no obligation for the costs and fees incurred by Tri Pointe Homes, or Chula Vista in connection with processing the Project, San Diego Project Entitlements or the Reorganization.

## ARTICLE 5

### LAFCO TERMS AND CONDITIONS

5.1 **Effective Date of Reorganization.** In accordance with Government Code section 57202(a), the Parties agree, and shall include as a term and condition in the Application, a condition that the Reorganization Effective Date shall be upon the date of recordation of the Certificate of Completion with the County of San Diego Recorder's Office, which the Parties desire to occur as soon after LAFCO Approval of the Reorganization as is reasonable possibly.

#### 5.2 **Processing of and Services to the Project**

5.2.1 **Role of San Diego.** San Diego shall process any and all approvals necessary or related to the Reorganization, including, but not limited to, the San Diego Project Entitlements. San Diego shall also take such actions that it would otherwise take regarding the Project after the Reorganization, including issuance of Certificates of Occupancy and recordation of a final map, except as may be modified by this Agreement. Following Reorganization, San Diego shall implement and monitor the conditions of approval included in the Chula Vista Project Entitlements to the extent feasible and consistent with San Diego regulations. In the instance a condition is found to be infeasible and/or inconsistent, San Diego shall meet and confer with Chula Vista in good faith to address satisfaction of said condition. For the avoidance of doubt, the right-of-entry permit, revegetation and trail construction that is anticipated to occur within the jurisdictional boundaries of Chula Vista shall be implemented in accordance with the Otay Valley River Park Guidelines. The processing of these approvals does not limit the City of San Diego's police powers, independent judgment, or discretion in considering these approvals.

5.2.2 **Role of Chula Vista.** Until the Reorganization, Chula Vista shall process the Chula Vista Project Entitlements, including the Permit Condition, in accordance with applicable policies and practices and this Agreement. Following Reorganization, Chula Vista shall process, permit and inspect any components of the Project (i.e., off-site mitigation) that are not subject to the Reorganization, in accordance with the Chula Vista Project Entitlements, including the Permit Condition, applicable codes, policies and practices and this Agreement. Chula Vista shall take such actions that it would otherwise take regarding the Project during and after the Reorganization except as may be modified by this Agreement.

**5.2.3 Tri Pointe Home's Obligation; Property Maintenance.** Tri Pointe Homes shall make reasonable efforts to process the Project with Chula Vista and San Diego to completion. At all times, Tri Pointe Homes shall maintain the Project Property in good condition and in compliance with reasonable maintenance standards sufficient to keep the Project Property free from fire hazards, visible defects, deterioration, dirt and debris.

**5.3 Distribution of Processing Fees, Mitigation Fees, Credits, Open Space and Other Revenue from the Project and the Project Property.**

**5.3.1 General Intent of the Parties.** The Parties intend that the Party that provides a particular service to the Project or the Project Property, or that will bear the impact for which a fee is imposed, should receive the fees or revenue associated with that service or impact. The Parties desire that this general intent guide the resolution of any future disputes about which Party should receive a fee or revenue associated with the Project on the Project Property, unless otherwise expressly provided in this Agreement. It is also the intent of the Parties to comply with Government Code sections 66000 - 66025 and not to duplicate fees charged to Tri Pointe Homes.

**5.3.2 Allocation of Fees and Revenue.** The Parties have agreed that San Diego will provide all services to the Project and shall receive all fees and or revenues associated with the services.

**5.3.3 Fiscal Impact Analysis.** The Parties have caused the preparation of a Fiscal Impact Analysis, described in Exhibit F, attached hereto, which identifies both the current and anticipated taxes, fees, assessments and other revenue associated with the Project and the Project Property and the anticipated costs for the provision of various municipal services to the Project and the Project Property. The Fiscal Impact Analysis does not identify either current or anticipated impact-related fees.

**5.3.4 Distribution of Revenue and Other Items.** The Parties have attempted to identify the known taxes, fees, assessments, credits, dedications and other revenue generated from the Project or the Project Property described in Exhibit G, attached hereto, and for each such item, the Parties have designated the Party entitled to receive the item.

**5.3.5 Payment of Fees by Tri Pointe Homes.** Prior to the issuance by San Diego of any permits for the Project, Tri Pointe Homes must pay the fees, assessments or other amount related to the Project Entitlements or permit and required to be paid prior to permit issuance to the Party entitled to receive the fee, assessment or payment. If the payment is due to Chula Vista, Tri Pointe Homes shall make such payment directly to Chula Vista. If the payment is due to San Diego, Tri Pointe Homes must make the payment directly to San Diego.

**5.3.6 Payment of Local Share of Property Taxes.** Tri Pointe Homes or future landowners (i.e., homeowners) within the Project Property shall satisfy their duty to pay tax revenue to the Parties identified in Exhibit G, attached hereto, through payment of applicable property taxes to the County of San Diego Assessor's Office through the Assessor's Office's proscribed means. If Chula Vista receives the local government share of property taxes for the Project Property after the Reorganization Effective Date, then Chula Vista shall transfer such property taxes to the Parties identified in Exhibit G, attached hereto, in accordance with the

percentage of time during the annual assessment period that services were required to be provided by such Parties pursuant to this Agreement.

**5.3.7 Undesignated Government Revenue.** In the event that government revenue is generated from the Project or the Project Property that are not identified, in whole or in part, in this Agreement, such revenue shall be distributed in a manner consistent with the general intent expressed in Section 5.3.1 above. The City Manager of Chula Vista, Mayor of San Diego, or their respective designees, as applicable, shall, within thirty (30) days of the identification of the revenue, meet and confer in good faith to mutually agree upon that should receive such revenue. If the Parties cannot mutually agree, Chula Vista and/or San Diego (“Revenue Disputing Parties”) as applicable, shall resolve the issue by participating in at least four (4) hours of mediation prior to filing any court action. The mediation shall be held in San Diego, California, before a mediator selected by the Revenue Disputing Parties. The mediation shall be commenced by any Revenue Disputing Party making a written demand for mediation to another party. Within fifteen (15) days after such demand is made, the Revenue Disputing Parties shall mutually select a mediator. If the Revenue Disputing Parties are unable to agree on a mediator, the administrator of JAMS in San Diego, California shall select an independent mediator. The Revenue Disputing Parties to the mediation shall equally share the costs of the mediation, however, no Revenue Disputing Party shall be required to pay more than \$10,000 in connection with any single mediation under this agreement unless such Revenue Disputing Party agrees to do so in writing. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until fifteen (15) days after the date of the mediation session. The Revenue Disputing Parties will take such action, if any, required to effectuate such tolling. California Evidence Code sections 1119 through 1128 shall apply to the mediation. If a Revenue Disputing Party fails to cooperate to commence and/or participate in a mediation session, then, notwithstanding anything above, the other Revenue Disputing Party shall be free to file a court action even if no mediation session has taken place. Upon resolution, the Parties shall execute an Annexation Agreement Operating Memorandum confirming the allocation. Such Annexation Agreement Operating Memorandum may be signed by the City Manager of Chula Vista, Mayor of San Diego or their respective designees.

**5.3.8 Municipal Services Cost Neutrality.** The provision of municipal services to the Project or Project Property is intended be on a cost neutral basis to San Diego. The Parties agree such cost neutrality is satisfied because the Parties caused the preparation of the Fiscal Impact Analysis, described in Exhibit F, attached hereto, that concludes that San Diego’s cost of services will be equal to or less than the revenue San Diego anticipates it will receive from the Project.

**5.3.9 Housing Credits and Inclusionary Affordable Housing Fees.** The Project shall comply with affordable housing requirements identified in the San Diego Municipal Code. San Diego shall be entitled to receive credit towards its share of the regional housing needs allocation for the number of qualifying units, if any, in the Project.

**5.3.10 Mitigation of Biological Impacts, Open Space Deeds.** The Parties agree that as part of the Project Entitlements, any impacts to biological resources, including to environmentally sensitive lands and wetland deviations as identified by the San Diego Municipal Code, have been analyzed and mitigated and conditioned by the Project Entitlements to the extent feasible and that no additional permits or approvals will be required from San Diego to mitigate

for biological impacts. San Diego shall accept a covenant of easement to the undeveloped portions of the Property identified in the Project Entitlements, in accordance with Project Entitlements, and Chula Vista shall have no obligation related to open space lands. In addition, notwithstanding any other term of this Agreement, San Diego shall be entitled to receive any and all mitigation fees related to the open space, if applicable.

#### **5.4 Provision of Municipal Services to the Annexation Property.**

**5.4.1 Water and Sewer.** Upon the Reorganization Effective Date, San Diego shall provide water and sewer services to the Project Property. Tri Pointe Homes shall construct or cause the construction of all on-site public improvements and off-site public improvements necessary to connect to San Diego's water and sewer services as required by the Project Entitlements and San Diego's standards and approved material requirements including but not limited to the standards adopted by San Diego, San Diego's rules and regulations, and the Contract to Make, Install and Complete Water and/or Sewer Facilities to be entered into by Tri Pointe Homes and San Diego prior to commencement of construction. All water and sewer facilities shall be inspected and tested in accordance with the standards adopted by San Diego. Tri Pointe Homes shall pay sewer and water capacity fees and other applicable fees, to San Diego in accordance and compliance with fee schedules in effect at the time of payment by Tri Pointe Homes to San Diego. San Diego shall recover all of its other expenses not associated with the sewer and water capacity fee through monthly water and sewer rates charged to users in accordance with rules and regulations applicable to San Diego. Upon the Reorganization Effective Date, San Diego shall provide water and sewer services to the Project Property at the same level of service and upon the same terms and conditions as provided to other properties within San Diego's service area and assess such users monthly water and sewer rates in accordance the rules and regulations applicable to San Diego.

**5.4.2 Fire and Life Safety.** Upon the Reorganization Effective Date, San Diego shall provide or cause to be provided fire and life safety services to the Project Property. San Diego shall provide primary fire and life safety services to the Project Property on the same level of service and upon the same terms and conditions as provided other areas of San Diego.

**5.4.3 Law Enforcement Services.** Upon the Reorganization Effective Date, San Diego shall provide or cause to be provided primary law enforcement services to the Project Property pursuant to a "Will Serve" letter or a Mutual Aid Agreement. San Diego shall provide law enforcement services to the Project Property on the same level of service and upon the same terms and conditions as provided other areas of San Diego.

**5.4.4 Other Municipal Services.** Upon the Reorganization Effective Date, San Diego shall provide or cause to be provided other municipal services to the Project Property, other than the permitting and inspection services provided by Chula Vista under this Agreement, pursuant to a "Will Serve" letter. San Diego shall provide municipal services to the Project Property on the same level of service and upon the same terms and conditions as provided other areas of San Diego.

#### **5.5 Full Faith and Credit Given to Right to Develop the Project in Accordance with the Project Entitlements.**

**5.5.1 Full Faith and Credit of Development Rights.** The Parties agree that Tri Pointe Homes shall have the right to develop the Project in accordance with the Project Entitlements, and San Diego agrees to give full faith and credit to the Chula Vista Project Entitlements on the terms and conditions as issued by Chula Vista. To the extent the Project Entitlements provide Tri Pointe Homes with vested rights to develop the Project in accordance with the Project Entitlements, San Diego agrees to give full faith and credit to those vested rights on the same terms and conditions as Chula Vista. The full faith and credit created herein is not intended to either expand or contract Tri Pointe Homes's right to develop the Project in accordance with the Project Entitlements. The full faith and credit created herein is intended to provide Tri Pointe Homes with the assurance that San Diego will honor Tri Pointe Homes's vested development rights in the same manner and under the same conditions as Chula Vista. The Term of this Agreement does not have any effect on any vesting of rights under the Project Entitlements or the length of time under which those rights, if any, are vested. Notwithstanding the foregoing, the Parties acknowledge that the Project's Vesting Tentative Map is tolled for five (5) years or until a LAFCO Final Decision on the Reorganization, whichever is earlier, because this Agreement prohibits Tri Pointe Homes from obtaining a final map until Approval of Reorganization. Furthermore, full faith and credit shall be extended for any extensions of the Project Entitlements which may exist or are granted in accordance with the Chula Vista Municipal Code, Subdivision Map Act (including, but not limited to legislatively granted extensions), or other state laws.

**5.5.2 Post-Chula Vista Project Entitlements Approval Actions by Tri Pointe Homes.** After Chula Vista's approval of the discretionary Chula Vista Project Entitlements, but before the Reorganization Effective Date, and with payment of processing fees, Tri Pointe Homes may concurrently process San Diego Project Entitlement applications and ministerial applications, and complete all requirements necessary for a final map. However, San Diego shall only approve a final map in accordance with the Subdivision Map Act as provided in the Permit Condition and after it and Chula Vista have received full and complete payment by Tri Pointe Homes of all applicable fees and costs conditioned upon final map approval.

**5.5.3 Development of Project Property after Full Project Build-Out.** Following the Reorganization Effective Date, development of the Project Property occurring after full Project Build-out that is not governed by the Project Entitlements shall conform to the then existing requirements of San Diego. San Diego shall treat any existing development that occurred in accordance with the Project Entitlements as legal non-conforming, except to the extent that compliance with San Diego requirements would not unreasonably interfere with such existing development and would be consistent with the requirements imposed by San Diego on existing development outside the Project Property.

**5.5.4 Reserved Authority; Changes in Federal or State Law.** Notwithstanding anything to the contrary in this Section 5.5, San Diego shall have the same rights as possessed by Chula Vista to apply land use or building requirements that may conflict with the Project Entitlements in the same manner and on the same conditions as Chula Vista, including: (a) the reasonable determination that compliance with the Project Entitlements would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health or safety; or (b) as necessary to comply with state or federal law or mandates. The action chosen to implement the authority reserved under this Section 5.5.4 shall be of the minimum scope, effect, and duration necessary to accommodate the health and safety issue or higher law.

## 5.6 Additional Terms and Conditions.

5.6.1 **Agreed to by Parties.** The Parties may agree to include additional terms and conditions as part of the Resolution of Application for Reorganization and/or Application or the LAFCO process through the Annexation Agreement Operating Memorandum process identified in Section 9.15 of this Agreement.

5.6.2 **Imposed by LAFCO.** The Parties acknowledge that LAFCO may impose additional terms and conditions on the Reorganization beyond those set forth in this Agreement. The Parties shall reasonably consider such terms and conditions and support them unless any such LAFCO imposed term or condition is in fundamental conflict with the terms and conditions of this Agreement.

## ARTICLE 6

### DEFAULT, BREACH, REMEDIES, MORTGAGEE PROTECTION

6.1 **Default by Tri Pointe Homes.** Tri Pointe Homes shall be in default of this Agreement if it does any or any combination of the following:

6.1.1 Fail to cure a material breach of this Agreement within the time set forth in a written notice of default from Chula Vista or San Diego.

6.1.2 Willfully violates any order, ruling or decision of any administrative or judicial body having jurisdiction over the Project Property or the Project. Tri Pointe Homes may contest any such order, ruling or decision by appropriate proceedings conducted in good faith, in which event no default of this Agreement shall be deemed to have occurred unless and until there is a final, non-appealable judicial decision that Tri Pointe Homes willfully violated such obligation.

6.2 **Default by Chula Vista or San Diego.** Chula Vista or San Diego shall be in default of this Agreement only if they fail to cure a material breach of this Agreement within the time set forth in a written notice of default as discussed in Section 6.3 below.

6.3 **Notice of Default.** A Party alleging a default by the other Party shall serve written notice thereof. Each such notice shall state with specificity all of the following:

6.3.1 It is given pursuant to this Agreement.

6.3.2 The nature of the alleged default.

6.3.3 The manner in which the alleged default may be satisfactorily cured.

6.3.4 A period of time in which the default may be cured. The notice of default shall allow at least sixty (60) calendar days to cure the default. If the default is of such a nature as not to be susceptible of cure within said time using the allegedly defaulting Party's diligent efforts, then the allegedly defaulting Party shall only be deemed to have failed to cure the default if it fails diligently to commence such cure within said time or if it fails to reasonably diligently prosecute such cure to its conclusion.

**6.4 Remedies for Default.** The Parties acknowledge and agree that Chula Vista or San Diego would not have entered into this Agreement if they were to be liable in damages to any Party under this Agreement, or with respect to this Agreement or the application thereof. The Parties also acknowledge and agree that Tri Pointe Homes would not have entered into this Agreement without Chula Vista and San Diego's assurances set forth in this Agreement, and that Tri Pointe Homes will invest substantial money and effort in reliance upon Chula Vista and San Diego's assurances set forth in this Agreement. The Parties therefore acknowledge and agree that the nature of the Reorganization and the terms of this Agreement render ordinary remedies at law inadequate for a breach of this Agreement and that it would not be feasible or possible to restore the Project Property to its natural condition once implementation of the Agreement has begun. Therefore, the Parties agree that the remedies for breach of this Agreement shall be limited to one or more of the following:

6.4.1 In general, each of the Parties may pursue any remedy at law or equity available for any breach of any provision of this Agreement (including, but not limited to, obtaining letters of credit, performance bonds, and/or withholding certain approvals), except that Chula Vista or San Diego shall not be liable in monetary damages in any form to Tri Pointe Homes, any mortgagee or lender, or to any successor in interests of Tri Pointe Homes or mortgagee or lender, or to any other person, and Tri Pointe Homes covenants on behalf of all successors in interest in the Project Property or any portion thereof, not to sue Chula Vista or San Diego for monetary damages.

6.4.2 The Parties acknowledge that monetary damages and remedies at law will, however, generally be inadequate, and that specific performance and other non-monetary remedies are particularly appropriate remedies for the enforcement of this Agreement and should be available to the Parties because (a) money damages are unavailable against Chula Vista and San Diego as provided herein; and (b) given the size, nature and scope of the Project, it is not possible to determine the sum of money that would adequately compensate Tri Pointe Homes for development of the Project. Therefore, the Parties acknowledge and agree that specific performance is the preferred remedy for any default under this Agreement.

## **6.5 Mortgage Protection.**

6.5.1 **Right to Mortgage.** Tri Pointe Homes may assign, pledge or otherwise encumber its rights and interests under this Agreement for security purposes to a Mortgagee. Nothing contained in this Agreement shall restrict Tri Pointe Homes from encumbering all or any portion of the Project Property with a mortgage, deed of trust, or other security device (collectively "Mortgage"). No breach of this Agreement shall default, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value. To the extent consistent with transferee's rights pursuant to bankruptcy and foreclosure laws, all of the terms and conditions of this Agreement shall be binding upon and effective against any person or transferee who acquires title to all or any portion of the Project Property by foreclosure, trustee's sale, or deed in lieu of foreclosure.

6.5.2 **Notice of Default.** If Chula Vista or San Diego receives written notice from a Mortgagee requesting a copy of any notice of default given to Tri Pointe Homes hereunder and specifying the address for service thereof, then Chula Vista or San Diego shall deliver to such



Mortgagee, concurrently with the delivery to Tri Pointe Homes, any notice given to Tri Pointe Homes with respect to any claim that Tri Pointe Homes is in default hereunder. If Chula Vista or San Diego subsequently makes a determination of noncompliance hereunder, concurrent with service to Tri Pointe Homes, Chula Vista or San Diego shall likewise serve notice of noncompliance on any Mortgagee who Tri Pointe Homes has identified in writing to Chula Vista or San Diego requires such notice. Each Mortgagee shall have the right, but not the obligations, during the same period available to Tri Pointe Homes hereunder, to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the notice. But no Mortgagee shall have any claim, cause of action, remedy, or liability against Chula Vista or San Diego for monetary or compensatory damages, but for specific performance of this Agreement only. The failure of Chula Vista or San Diego to mail copies of said notice, or of the Mortgagee to receive such notice, shall not affect the validity of such notice or claim of default.

**6.5.3 Statement of Compliance / Notice of Estoppel.** Within thirty (30) calendar days after receipt of a written request from Tri Pointe Homes for a statement of compliance (or notice of estoppel), or for an additional reasonable period of time under the circumstances if Chula Vista or San Diego is diligently and in good faith pursuing compliance with the request, Chula Vista or San Diego shall execute and deliver a statement certifying: (a) that this Agreement is unmodified and in full force and effect (or identifying any modifications); (b) that there are no uncured defaults under this Agreement by the certifying Party or to the certifying Party's knowledge, by another other Party (or specifying any such defaults) if that is the case; and (c) any other information reasonably requested regarding the status of the Agreement and performance by the Parties. The failure of Chula Vista or San Diego to provide such statement within the 30-day period, or for a longer period under the circumstances identified in this Section above, shall be conclusively deemed to constitute a certification by the non-responding Party that: (a) this Agreement is in full force and effect without modification, except as may be represented by Tri Pointe Homes; and (b) that there are no uncured defaults under this Agreement. Such statement (or certification of estoppel) may be relied upon by any purchaser, transferee, lender, title company, governmental agency, or other person; however, nothing in this Agreement shall be construed to provide any non-Party with a cause of action.

## ARTICLE 7

### INDEMNITY AND TOLLING OF CLAIMS

**7.1 Indemnity Against General Plan Litigation.** Chula Vista and San Diego, as applicable, have determined that this Agreement is consistent with their respective General Plans and other applicable land use plans, and that those plans meet all requirements of law. Tri Pointe Homes has reviewed those General Plans and all other applicable land use plans and concurs with the determination of Chula Vista and San Diego. Chula Vista and San Diego shall have no liability under this Agreement for any failure to perform under this Agreement or the inability of Tri Pointe Homes to develop the Project Property resulting from a judicial determination that the General Plan, applicable land use plans, or portions thereof, are, on the date each is approved, invalid or inadequate or not in compliance with law.

**7.2 Indemnity Against Third Party Litigation Concerning the Agreement and the Project Entitlements and the Property Tax Exchange Agreement.** Tri Pointe Homes shall

fully and timely defend, with separate and independent counsel or counsels mutually acceptable to the Parties, at its sole expense, including any attorneys' fees and costs incurred by the Parties, indemnify, reimburse, and hold harmless Chula Vista and San Diego, their agents, officers and employees from any judgment, costs, (including any costs and expenses to prepare the administrative record for any challenge to the EIR, Project Entitlements, San Diego's approvals, and/or compiling a response to a California Public Records Act request(s) to provide the record of proceedings materials for the Project Entitlements and/or San Diego's approvals), fees, claim, action or proceeding against Chula Vista and San Diego, their agents, officers or employees to attack, set aside, void or annul the approval of this Agreement, the Project Entitlements, and/or San Diego's approvals or any subsequent approval or permit granted to Tri Pointe Homes pursuant to this Agreement, or regarding the Property Tax Sharing Agreement between Chula Vista and San Diego relating to the Annexation contemplated herein, regardless of whether such claim, action or proceeding is brought within the time period provided for in Government Code section 66499.37, Public Resources Code section 21167, or other applicable statute of limitations. Notwithstanding the foregoing, the indemnification obligations in this Section 7.2 shall not apply in judicially determined instances of Chula Vista or San Diego, gross negligence or willful misconduct. Chula Vista and San Diego shall promptly notify Tri Pointe Homes of any such claim, action or proceeding, and Chula Vista and San Diego shall cooperate fully in the defense. If Chula Vista or San Diego fail to cooperate fully in the defense, Tri Pointe Homes shall not thereafter be responsible to defend, indemnify, or hold Chula Vista or San Diego harmless. Counsel for the Parties will work closely and will coordinate their efforts to avoid unnecessary duplication of efforts, to reduce legal fees and costs and to present a joint defense that best uses the strengths of each Party. As the owner of the Project Property and the ultimate beneficiary of any future development of the Project, the Parties assume that Tri Pointe Homes's legal fees and costs will generally exceed the legal fees and costs incurred by Chula Vista and San Diego, reflecting Tri Pointe Homes's assumption of the greater legal workload in the defense. The Parties also assume, however, that Chula Vista and San Diego must, in consultation with Tri Pointe Homes, take prudent steps deemed necessary to protect their respective interests.

**7.3 Environmental Assurances.** Tri Pointe Homes shall fully and timely indemnify, reimburse, defend and hold Chula Vista and San Diego, their officers, agents, employees, subcontractors and independent contractors free and harmless from any liability, judgment, fees, costs, claim, action or proceeding based or asserted, upon any act or omission of Tri Pointe Homes, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Project Property, including, but not limited to, soil and groundwater conditions, save and except liability or claims arising through the judicially determined instances, if any, of gross negligence or willful misconduct of Chula Vista, and San Diego, as applicable to that Party. Tri Pointe Homes shall defend, at its expense, including attorneys' fees, Chula Vista and San Diego, their officers, agents, employees, subcontractors and independent contractors in any action based or asserted upon any such alleged act or omission, save and except liability or claims arising through the judicially determined instances, if any, of gross negligence or willful misconduct of Chula Vista and San Diego, as applicable.

**7.4 General Indemnity.** Tri Pointe Homes shall fully and timely indemnify, reimburse, defend and hold Chula Vista and San Diego, their officers, agents, employees,

subcontractors and independent contractors free and harmless from any liability, judgment, fees (including attorneys' fees), costs, claim, action or proceeding whatsoever, based or asserted upon any act or omission of Tri Pointe Homes, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Tri Pointe Homes's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated by this Agreement or the Project Entitlements, including, but not limited to, the Property Tax Exchange Agreement between Chula Vista and San Diego relating to the annexation contemplated herein, the study, design, engineering, construction, completion, failure and conveyance of private or public improvements for the Project, save and except for liability or claims arising through: (i) the judicially determined instances, if any, of gross negligence or willful misconduct of Chula Vista or San Diego as applicable to that Party; (ii) claims otherwise fully covered by the separate indemnity provided by Section 7.2 of this Agreement; (iii) claims otherwise fully covered by the separate indemnity provided by Section 7.3 of this Agreement; (iv) a Chula Vista or San Diego's breach of this Agreement; or (v) a challenge initiated or joined in by Chula Vista or San Diego regarding the approval of or issuance of permits for the Project. Tri Pointe Homes shall defend with separate counsel mutually acceptable to the Parties, at its expense, including attorneys' fees, Chula Vista and San Diego, their officers, agents, employees, subcontractors and independent contractors in any legal or equitable action based upon such alleged acts or omissions, save and except liability or claims arising through: (i) the judicially determined instances, if any, of gross negligence or willful misconduct of Chula Vista and San Diego, as applicable to that Party; (ii) claims otherwise fully covered by the separate indemnity provided by Section 7.2 of this Agreement; (iii) claims otherwise fully covered by the separate indemnity provided by Section 7.3 of this Agreement; (iv) a Chula Vista and San Diego material and uncured breach of this Agreement; or (v) a challenge initiated or joined in by Chula Vista and San Diego regarding the approval of or issuance of permits for the Project.

**7.5 Tolling.** The Parties agree to the tolling of all applicable limitation periods with respect to any claims or causes of action that could have been filed or asserted by Chula Vista and San Diego in connection with the discretionary approvals of the Project Entitlements. Such claims or causes of action include, without limitation, all legal or equitable challenge that San Diego could have filed or asserted in connection with Chula Vista's approval. Whether or not the applicable statute of limitations is longer or shorter, the Parties agree that all such claims shall be filed within thirty (30) days of the later of LAFCO's decision to deny the Reorganization or denial of a hearing to reconsider a denial of the Reorganization. The Parties agree that the term of the tolling period provided in this Section 7.5 may be extended by mutual written consent through an amendment, in the discretion of the parties, to the Annexation Agreement Operating Memorandum.

The Parties agree that this Agreement does not revive or expand any related claims which were time-barred or otherwise not available prior to the date of the discretionary approvals of the Project Entitlements. The Parties do not intend this provision to toll applicable statutes of limitations for any person or entity not signatories to this Agreement.

## ARTICLE 8

### USE, DENSITY/INTENSITY, HEIGHT, TERM AND TERMINATION

8.1 **Permitted Uses.** The permitted uses of the Project Property shall be all the permitted uses allowed pursuant to the Project Entitlements and any applicable zoning, which are hereby incorporated by reference.

8.2 **Density/Intensity.** The permitted density or intensity of use shall be the density and intensity allowed pursuant to the Project Entitlements and any applicable zoning, which are hereby incorporated by reference.

8.3 **Maximum Height.** The maximum height and size of the proposed buildings shall be the maximum height and size allowed pursuant to the Project Entitlements and any applicable zoning, which are hereby incorporated by reference.

8.4 **Dedication of Land.** The reservation or dedication of land shall be those portions of the Project identified in the Project Entitlements as dedicated or reserved for public purposes, which are hereby incorporated by reference.

8.5 **General Site Plan.** The general site plan showing the arrangement of uses and circulation is the same as those identified in Exhibit A to Tentative Map No. PCS21-0001 on file at the City of Chula Vista, and is hereby incorporated by reference.

8.6 **Annexation Agreement Term.**

8.6.1 **Term Duration.** The Term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for ten (10) years thereafter or until Project Build-Out, whichever occurs first (“Expiration”), unless terminated earlier as provided below in Section 8.6.2 (“Early Termination”).

8.6.2 **Early Termination.** If LAFCO decides to deny the Reorganization and denies a hearing to reconsider a denial of the Reorganization, then this Agreement shall terminate thirty (30) days after LAFCO’s decision unless Tri Pointe Homes, the Mayor of San Diego, City Manager of Chula Vista, in its discretion, or their respective designees execute an Annexation Agreement Operating Memorandum extending the term of this Agreement.

8.6.3 **Effects of Early Termination; Survival.** Upon Early Termination of this Agreement, no Party shall have further rights or obligations under this Agreement, except those rights and obligations provided in Article 7<sup>2</sup> of this Agreement, all of which survive Early Termination. In addition, the Parties shall execute and record in the Official Records of the County of San Diego Recorder’s Office a document confirming termination of this Agreement and removing this Agreement as an exception to title to the Project Property.

8.6.4 **Effects of Expiration; Survival.** Upon Expiration of the Agreement, no Party shall have further rights or obligations under this Agreement, except those rights and

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<sup>2</sup> NTD: Intended to be reference to Indemnity and Tolling of Claims.

obligations provided in Article 7, Section 4.3, and Section 5.5<sup>3</sup>. San Diego and Chula Vista shall bear the general obligation of municipalities or special districts to provide services to residents within their jurisdictional boundaries and in accordance with LAFCO terms and conditions.

**8.6.5 Termination of Agreement With Respect to Individual Lots Upon Sale to Public.** Notwithstanding any other provision herein, the Agreement shall terminate, without the execution or recordation of any further document, but with written notice from Tri Pointe Homes to the Parties, with respect to any lot which meets the following conditions:

8.6.5.1 A lot has been finally subdivided; and

8.6.5.2 A lot has been individually (and not in “bulk”) transferred, sold or leased to a member of the public or other ultimate user.

## ARTICLE 9

### GENERAL PROVISIONS

**9.1 Relationship of Parties.** This Agreement is one of independent contractors and does not create an agency relationship between the Parties.

**9.2 Project as Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and that Chula Vista, San Diego and the District do not have an interest in or responsibilities for or duty to third parties concerning the Project. The Parties make no guarantees regarding Project Build-Out or the profits related thereto. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Parties joint venturers or partners.

**9.3 No Third-Party Beneficiaries.** The Parties expressly acknowledge and agree that they do not intend, by their execution of this Agreement, to benefit any person or entities not signatory to this Agreement. No person or entity not a signatory to this Agreement will have any rights or causes of action against the Parties, or any combination thereof, arising out of or due to the Parties’ entry into this Agreement.

**9.4 Governing Law.** This Agreement shall be interpreted and enforced in accordance with the provisions of California law, without regard to conflicts of laws provisions.

**9.5 Notice.** Unless otherwise permitted by this Agreement, all notices to be given shall be in writing and may be made by personal delivery, certified mail, postage prepaid and return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Receipt will be as follows: notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated on receipt or rejection.

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<sup>3</sup> NTD: Intended to be reference to Full Faith and Credit section.

**If to Chula Vista:**

City of Chula Vista  
276 Fourth Avenue  
Chula Vista, California 91910  
Attn: City Manager

**With a Copy to:**

Office of the City Attorney  
City of Chula Vista  
276 4<sup>th</sup> Avenue  
Chula Vista, California 91910  
Attn: City Attorney

**If to City of San Diego:**

Development Services Department  
City of San Diego  
1222 1st Avenue  
San Diego, California 92101  
Attn: Elyse Lowe, Director

**With a Copy to:**

Planning Department  
City of San Diego  
202 C Street, M.S. 413  
San Diego, California 92101  
Attn: Tait Galloway, Deputy Director – Community Planning & Housing

**With a Copy to:**

Office of the City Attorney  
City of San Diego  
1200 Third Avenue, Suite 1620  
San Diego, California 92101  
Attn: Corrine Neuffer, Esq.

**If to Tri Pointe Homes:**

13520 Evening Creek Drive North, Suite 300  
San Diego, California 92128  
Attn: Mike Taylor

**With a Copy to:**

Sheppard Mullin Richter & Hampton, LLP  
501 West Broadway, 19th Floor  
San Diego, California 92101  
Attn: Whitney Hodges, Esq.

9.6 **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original.

9.7 **Entire Agreement.** This Agreement and the aforementioned MOU, incorporated herein by reference, contain the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied.

9.8 **Cooperation/Further Assurances/Further Acts.** Each Party: (a) shall deal fairly and in good faith with the other Party; (b) shall not impede the other Party's right to receive the benefits of this Agreement; (c) shall cooperate with and provide reasonable assistance to the other Party in the performance of this Agreement; and (d) shall execute such additional documents and to take such further actions as are reasonably necessary to accomplish the objectives and intent of this Agreement.

9.9 **Waiver.** The failure of any Party to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or any Party's waiver of any breach hereunder, unless in writing, shall not relieve any other Party of any of obligations hereunder, whether of the same or similar type. The foregoing shall be true whether the waiving Party's actions are intentional or unintentional.

9.10 **Authorization to Execute.** The signatories to this Agreement warrant that they have been lawfully authorized by their respective Parties to execute this Agreement on their behalf. Upon request, Tri Pointe Homes shall deliver to Chula Vista or San Diego copies of all applicable bylaws, resolutions or other documents evidencing the signatories' legal authority to execute this Agreement on behalf of the respective Parties.

9.11 **Binding On Heirs, Successors and Assigns; Covenant Running with the Property.** The benefits and obligations described herein will inure to the benefit of and be binding upon Tri Pointe Homes and any assignee or successor in interest to the Annexation Property; Chula Vista and its respective heirs, successors, grantees, transferees and permissible assigns; San Diego and its respective heirs, successors, grantees, transferees and permissible assigns. It is intended to be and shall be a covenant running with the Property.

9.12 **Recordation.** San Diego shall cause this Agreement or notice of this Agreement to be recorded with the County of San Diego Recorder's Office within ten (10) days of San Diego's receipt of the last signature required by this Agreement.

9.13 **Severability.** If any provision or clause of this Agreement or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are declared to be severable.

9.14 **Prohibition Against Assignment.** Tri Pointe Homes may not assign this Agreement or any interest in it without the prior written consent of Chula Vista and San Diego. Chula Vista and San Diego shall only withhold consent upon finding or determination that the proposed assignee is unwilling or unable to assume typical applicable conditions or commitments, financial and otherwise, related to the Project Entitlements, and/or financial obligations of performance bonds, including bonds required by the "Contract to Make, Install and Complete Water and/or Sewer Facilities" (or other substantially similar form) whether presently existing or subsequently issued, related to the construction of the Project. Upon assignment in accordance with this Section 9.14, Tri Pointe Homes shall be released of all liability and obligations related to the Project.

9.15 **Operating Memorandum.** The Parties acknowledge that the provisions of this Agreement require a close degree of cooperation between Chula Vista, San Diego and Tri Pointe homes, and that the refinements and further development of the Project hereunder may demonstrate that changes are appropriate with respect to the details of performance of the Parties hereunder. The Parties desire, therefore, to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. If the Parties find that such changes or adjustments are necessary or appropriate from time to time during the term of this Agreement, then the Parties shall effectuate such changes or adjustments through an "Annexation Agreement Operating Memorandum" which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary with further approval by the Parties. No such Annexation Agreement Operating Memorandum shall require prior notice of hearing, or constitute an amendment to this Agreement; and approval of this Agreement authorizes the Mayor of San Diego, Chula Vista City Manager, or their respective designees to enter into an Annexation Agreement Operating Memorandum. Failure of the Parties to enter into any Annexation Agreement Operating Memoranda shall not affect or abrogate any of the rights, duties or obligations of the Parties hereunder or the provisions of this Agreement.

9.16 **Reservation of Discretion.** Nothing in this Agreement shall be interpreted as requiring the exercise of Chula Vista's or San Diego's police powers, independent judgment, or discretion in any particular manner.

9.17 **Force Majeure.** A Party shall not be deemed to be in default under this Agreement if the Party is prevented from performing an action or obligation due to causes beyond its reasonable control, such as labor unrest, epidemic, walkouts, riots, casualties, litigation, weather, war or acts of God.



9.18 **Construction/Interpretation.** This Agreement has been reviewed and revised by legal counsel for each Party, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

9.19 **Recitals and Exhibits.** All recitals and exhibits are incorporated into this Agreement by this reference. The following Exhibits are attached to this Agreement and incorporated herein:

- Exhibit A: Project Property
- Exhibit B: Annexation Application Schedule
- Exhibit C: Resolution of Application for the Reorganization
- Exhibit D: Application for Reorganization
- Exhibit E: Plan for Providing Services
- Exhibit F: Fiscal Impact Analysis
- Exhibit G: Distribution of Revenue and Other Items

**[Signatures on following page]**

**CITY OF SAN DIEGO,  
a California municipal corporation**

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

Attest:

By: \_\_\_\_\_  
Clerk of San Diego  
City of San Diego

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
San Diego City Attorney

**CITY OF CHULA VISTA,  
a California municipal corporation**

By: \_\_\_\_\_  
City Manager

Attest:

By: \_\_\_\_\_  
Clerk of the  
City of Chula Vista

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marco Verdugo, City Attorney

**TRI POINTE HOMES, IE-SD, INC.,  
a California corporation**

By: \_\_\_\_\_  
Mike Taylor  
Division President

**EXHIBIT A**  
**Project Property**

**EXHIBIT A**  
**PROJECT PROPERTY**

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG THE SOUTH LINE THEREOF SOUTH 89°42'04" WEST, 1069.30 FEET TO THE EASTERLY LINE OF FREEWAY DESCRIBED IN FINAL ORDER OF CONDEMNATION RECORDED JULY 22, 1968 AS FILE NO. 123488 OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE NORTH 3°47'10" EAST, 918.10 FEET; THENCE NORTH 80°52'26" EAST, 1030.62 FEET TO THE EAST LINE OF SAID SECTION; THENCE ALONG SAID EAST LINE SOUTH 0°28'33" WEST, 1074.02 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**  
**Annexation Application Schedule**

**Exhibit B: Nakano Annexation Application Overview**

<b>Milestone</b>	<b>Sequence</b>	<b>Entity</b>
Resolution of Support for Reorganization	Approved as part of Chula Vista City Council Actions	City of Chula Vista
Resolution of Application for Reorganization	Approved as part of San Diego City Council Actions	City of San Diego
Reorganization Application (preparation in process)	In process, completed application form and all required final components to be compiled 30 Days from San Diego City Council Hearing for submission to LAFCO	City of San Diego
Copy of City resolution approving pre-zoning and general plan land-use designations (application component)	Approved as part of San Diego City Council Actions	City of San Diego
Plan for Providing Services (application component)	Approved as part of San Diego City Council Actions	City of San Diego
Completed campaign contribution disclosure form and evaluation checklist for disclosure of political expenditures (pages 7 and 8 of application)	Completed as part of LAFCO application, by or before, 30 Days from San Diego City Council Hearing for submission to LAFCO	City of San Diego
Property-owner consent form for inclusion of property (page 9 of LAFCO application)	Completed as part of LAFCO application, by or before, 30 Days from San Diego City Council Hearing for submission to LAFCO	Tri Pointe Homes
Completed subject agency supplemental information form from each subject agency that will gain or lose territory as a result of the proposed jurisdictional boundary change (pages 10-12 of LAFCO application)	Completed as part of LAFCO application, by or before, 30 Days from San Diego City Council Hearing for submission to LAFCO	City of San Diego City of Chula Vista Otay Water District
LAFCO and gives notice to each affected local agency, the county committee on school district organization, and each school superintendent whose school district overlies the affected territory and gives notice to the county assessor and county auditor	After receiving the application	LAFCO
LAFCO Executive Officer determines whether the application is complete	Within 30 days of receipt of application	LAFCO

If application is complete, the Executive Officer issues certificate of filing	No sooner than 20 days after the issuance of mailed notice	LAFCO
LAFCO sets a Commission hearing date for the application	Date of the hearing must be within 90 days after issuance of certificate of filing.	LAFCO
LAFCO provides notice of hearing to affected agencies by first class mail	At least 21 days prior to hearing	LAFCO
LAFCO Executive Officer issues report	At least 5 days prior to hearing	LAFCO
LAFCO hearing on the application	Date of the hearing must be within 90 days after issuance of certificate of filing	LAFCO
Waiver of Protest Hearing	At or immediately following hearing	LAFCO
Commission adopts a resolution making determinations approving, approving with conditions, or disapproving the application	Within 35 days after the hearing	LAFCO
Certificate of Completion of Reorganization	Following the satisfaction of any conditions of approval required to be completed prior to the filing of the certificate of completion	LAFCO
Recordation of Certificate of Completion with County Recorder's Office	Following issuance of Certificate of Completion. The date of recordation of the Certificate of Completion serves as the effective date	LAFCO
Filing with State Board of Equalization	Following issuance and recordation of Certificate of Completion	LAFCO
Effective Date	Upon the date of recordation of the Certificate of Completion with the Recorder's Office of the County of San Diego, which the Parties desire to occur as soon after LAFCO Approval of the Reorganization as is reasonably possible	LAFCO

**Exhibit B: Nakano Annexation Application Schedule**

<b>Milestone</b>	<b>Deadline</b>	<b>Responsible Entity</b>
Landowner Consent Form	30 days from Effective Date	Tri Pointe Homes
Resolution of Application of Reorganization	30 days from Effective Date	San Diego
Resolution of Support of Application	10 days from Effective Date	Chula Vista
Application of Reorganization	30 days from approval of Resolution of Application of Reorg	San Diego
Plan for Providing Services	30 days from approval of Resolution of Application of Reorg	San Diego
Notice of LAFCO Hearing	21 days prior to hearing date	LAFCO
Hearing	As soon as reasonably possible	LAFCO
Waiver of Protest Hearing	At or immediately following hearing	LAFCO (Requires 100% landowner consent and concurrence from affected agencies)
Certificate of Completion of Reorganization (Requires recordation with County Recorder's Office and filing with State Board of Equalization)	As soon as reasonably possible	Issuance – LAFCO Recordation – San Diego
Effective Date	Upon the date of recordation of the Certificate of Completion with the Recorder's Office of the County of San Diego, which the Parties desire to occur as soon after LAFCO Approval of the Reorganization as is reasonably possible	LAFCO



**EXHIBIT C**  
**Resolution of Application for the Reorganization**

**[Attached behind this page]**

**EXHIBIT C**

RESOLUTION NUMBER \_\_\_\_\_

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

RESOLUTION OF APPLICATION BY THE CITY COUNCIL OF THE CITY OF SAN DIEGO REQUESTING THE LOCAL AGENCY FORMATION COMMISSION OF THE COUNTY OF SAN DIEGO INITIATE PROCEEDINGS THE DETACHMENT OF THE PROPOSED NAKANO RESIDENTIAL DEVELOPMENT PROJECT (PROJECT NO. \_\_\_\_\_) FROM THE CITY OF CHULA VISTA AND OTAY WATER DISTRICT SPHERE OF INFLUENCE AND FOR THE ANNEXATION OF THE PROJECT SITE INTO THE JURISDICTIONAL BOUNDARIES OF THE CITY OF SAN DIEGO

WHEREAS, Tri Pointe Homes IE-SD, Inc, Owner/Permittee, (Tri Pointe Homes) filed an application to obtain approvals from the City of Chula Vista for a residential development known as the Nakano project, located in proximity to Dennery Road and Ocean View Parkway, abutting the City of San Diego, and as further described in Exhibit A attached hereto; and

WHEREAS, the Nakano project proposes the development of a multifamily residential project, with up to 221 units, including 22 affordable units, private open space amenity areas, and connecting trails to the Otay Valley Regional Park; and

WHEREAS, the City of Chula Vista proposes to detach the project site from the City of Chula Vista's territory and Otay Water District service district sphere of influence, and annex it into the City of San Diego's territory; and

WHEREAS, representatives of the City of San Diego, City of Chula Vista and Tri Pointe Homes have negotiated an agreement, for the independent review and approval of public agency decision-makers, identifying the rights and duties of said parties that would

facilitate orderly development of the Nakano project described herein (Annexation Agreement); and

WHEREAS, the Annexation Agreement outlines the process to detach approximately 23.8 acres of the Nakano project site from the City of Chula Vista and Otay Water District, and annex the property into the jurisdictional boundaries of the City of San Diego;

WHEREAS, on \_\_\_\_\_, the City Council of the City of Chula Vista, as Lead Agency under the California Environmental Quality Act (Pub. Res. §§ 21000 *et seq.*) (CEQA), certified Environmental Impact Report (Project No. \_\_\_\_\_/SCH 2022060260) (EIR) that was prepared in accordance with CEQA and the CEQA Guidelines (14 C.C.R. §§ 15000 *et seq.*), adopted CEQA Findings and a Statement of Overriding Considerations, and adopted a Mitigation Monitoring and Reporting Program; and

WHEREAS, the City of Chula Vista is, or will be, considering a Resolution of Support for the Application Requesting the Local Agency Formation Commission to Take Proceedings for the Nakano Development Project Reorganization; and

WHEREAS, through this resolution, the City of San Diego desires to: (i) detach the Nakano project site, the boundaries of which are described in Exhibit A attached hereto, from the City of Chula Vista and Otay Water District; and (ii) annex said Nakano project site into the jurisdictional boundaries of the City of San Diego (the Reorganization);

WHEREAS, on \_\_\_\_\_, the Planning Commission of the City of San Diego considered Tri Pointe Homes's request for a resolution for the Application

Requesting The Local Agency Formation Commission Of The County Of San Diego Initiate Proceedings The Detachment Of The Proposed Nakano Residential Development Project (Project No. \_\_\_\_\_) From The City Of Chula Vista And Otay Water District Sphere of Influence And For The Annexation Of The Project Site Into The Jurisdictional Boundaries Of The City Of San Diego and recommended approval; and

WHEREAS, the plan for providing services prepared in accordance with the requirement of Government Code section 56653 is attached hereto as Exhibit B (Plan for Services) and as further explained in Section \_\_\_\_ of the Resolution; and

WHEREAS, the Local Agency Formation Commission of the County of San Diego (LAFCO), is the state-mandated regulatory agency established by the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000 (Govt. Code §§ 56000 *et seq.*) (Act) to review and approve proposed jurisdictional boundary changes, including annexations and detachments of certain real property to and/or from cities and special districts principally to discourage urban sprawl and to encourage the orderly and efficient provision of services; and

WHEREAS, the Reorganization is consistent with the legislative intent of the Act in that it will provide for orderly development of the Nakano project site and for more efficient services to the future inhabitants of the Nakano project site through the City of San Diego as shown in the Plan for Services; and

WHEREAS, Government Code section 56375(a)(7) provides that LAFCO require, as a condition to annexation, that a city prezone the area to be annexed, or, alternatively, to present evidence satisfactory to LAFCO that the existing development entitlements related to the area are vested and consistent with the city's General Plan; and

WHEREAS, this Resolution and the Annexation Agreement provide evidence that the Project entitlements are vested and consistent with the City of San Diego's General Plan in accordance with the terms of the Annexation Agreement; and

WHEREAS, through the Annexation Agreement, the City of San Diego agrees to provide full faith and credit to the vested rights of Tri Pointe upon the same terms and conditions as the City of Chula Vista; and

WHEREAS, the Nakano property site subject to the Reorganization is uninhabited,

NOW THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the recitals above are hereby incorporated by reference.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, this proposal is made, and it is requested that proceedings be taken, pursuant to the Act.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, this proposal is a reorganization and consists of the following changes of organization: (list all boundary changes here). A map of the affected territory is set forth in Exhibit A, attached hereto and by reference incorporated herein.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, this application, Resolution and Annexation Agreement are intended to comply with the requirements of Government Code section 56375(a)(7) as recited above.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, the proposal is not consistent with the Sphere of Influence of the City of San Diego.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, consent is hereby given to the waiver of conducting authority proceedings.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it finds approval of this resolution to be consistent with the applicable land use plans because this Nakano project site is adjacent to the City of San Diego's Ocean View Hills development, is easily accessible for purposes of the provision of services and utilities and, therefore, would be served by City of San Diego services and utilities regardless of annexation.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, after considering the evidence presented in the public hearing, that the City of San Diego hereby requests LAFCO to initiate proceedings for the Reorganization as supported by the following findings and on the terms and conditions below. Capitalized terms not otherwise defined in this Resolution shall have the meaning given to them in the Annexation Agreement.

1. Effective Date of Reorganization. In accordance with Government Code section 57202(a), the effective date of the Reorganization shall be upon the date of recordation of the Certificate of Completion with the Recorder's Office of the County of San Diego, which the Parties desire to occur as soon after LAFCO Approval of the Reorganization as is reasonably possible ("Reorganization Effective Date").
2. Processing of and Services to the Nakano Development Project Before and After the Reorganization Effective Date.

- a. *Role of the City of San Diego.* Prior to Reorganization, the City of San Diego shall process any and all approvals necessary or related to the Reorganization, including, but not limited to, the San Diego Project Entitlements (as defined in the Annexation Agreement). The City San Diego shall also take such actions that it would otherwise take regarding the Project after the Reorganization, including issuance of Certificates of Occupancy and recordation of a final map. The City of San Diego shall provide necessary municipal services to the Project Property after the Reorganization.
- b. *Role of the City of Chula Vista.* Prior to the Reorganization, the City of Chula Vista shall process, permit and inspect the Project in accordance with the Chula Vista Project Entitlements (as defined in the Annexation Agreement), and take such actions that it would otherwise take regarding the Project during and until the Reorganization.
- c. *Tri Pointe Homes's Obligation; Property Maintenance.* Tri Pointe Homes shall make reasonable efforts to process the Chula Vista Project Entitlements (as defined in the Annexation Agreement) with the City of Chula Vista to completion. Tri Pointe Homes shall make reasonable efforts to process the San Diego Project Entitlements (as defined in the Annexation Agreement) with the City of San Diego to completion. At all times, Tri Pointe Homes shall maintain the Project Property in good condition and in compliance with reasonable maintenance standards

sufficient to keep the Project Property free from fire hazards, visible defects, deterioration, dirt and debris.

3. Distribution of Processing Fees, Mitigation Fees, Credits, Open Space and Other Revenue from the Project and the Project Property.

- a. *General Intent of the Parties.* The Parties intend that the Party that provides a particular service to the Project or the Project Property, or that will bear the impact for which a fee is imposed, should receive the fees or revenue associated with that service or impact. The Parties desire that this general intent guide the resolution of any future disputes about which Party should receive a fee or revenue associated with the Project on the Project Property, unless otherwise expressly provided in Section 3(g) of this Resolution. It is also the intent of the Parties to comply with Government Code sections 66000 - 66025 and not to duplicate fees charged to Tri Pointe Homes.
- b. *Annexation Agreement/Revenue Sharing Agreement.* The Parties intend the Annexation Agreement to fulfill LAFCO requirements for a Revenue Sharing Agreement among the Parties. To the extent not already addressed in the Annexation Agreement, any further LAFCO-required revenue sharing shall be governed by the Tax Sharing Agreement, as mutually agreed upon by the City of Chula Vista and the City of San Diego, allocating the municipal share of property taxes and fee related revenue. The City of San Diego shall submit any further LAFCO-required revenue sharing agreement to LAFCO in accordance with legal requirements.



- c. *Fiscal Impact Analysis.* The Parties have caused the preparation of a Fiscal Impact Analysis, attached to the Annexation Agreement as Exhibit F, which identifies both the current and anticipated taxes, fees, assessments and other revenue associated with the Project and the Project Property and the anticipated costs for the provision of various municipal services to the Project and the Project Property. The Parties intend to use the Fiscal Impact Analysis as a guide to help the Parties to: (a) properly allocate the revenue from the Project or Project Property to the Party that provides the service or bears the impact for which the revenue is provided, in accordance with the general intent of Section 3(a) of this Resolution; (b) to assist in the calculation of the annual operating deficiency, if any; (c) to avoid duplication of fees; and (d) to help satisfy any LAFCO-related information requirements.
- d. *Distribution of Revenue and Other Items.* The Parties have attempted to identify the known taxes, fees, assessments, credits, dedications and other revenue generated from the Project or the Project Property in Exhibit G of the Annexation Agreement, and for each such item, the Parties have designated the Party entitled to receive the item.
- e. *Payment of Fees by Tri Pointe Homes.* Prior to the issuance by the City of Chula Vista and/or the City of San Diego of any permits for the Project, Tri Pointe Homes must pay the fees, assessments or other amount related to the permits and required to be paid to the Party entitled to receive the fee, assessment or payment in accordance with applicable conditions of

approval, regulations and agreements. If the payment is due to the City of San Diego, Tri Pointe Homes shall make such payment directly to the City of San Diego. If the payment is due to the City of Chula Vista, Tri Pointe Homes must make the payment directly to the City of Chula Vista. Tri Pointe Homes agrees to use reasonable efforts to ensure that all required fees are paid to the Party designated to receive such payment prior to permit issuance. If a permit is issued prior to the payment of all required fees, Tri Pointe Homes is still obligated to pay the required fee to the designated Party.

- f. *Payment of Local Share of Property Taxes.* Tri Pointe Homes or other landowners within the Project Property shall satisfy their duty to pay tax revenue to the Parties identified in Exhibit G to the Annexation Agreement through payment of applicable property taxes to the County of San Diego Assessor's Office through the Assessor's Office's proscribed means. If the City of San Diego receives the local government share of property taxes for the Project Property after the Reorganization Effective Date, then the City San Diego shall transfer such property taxes to the Parties identified in Exhibit G of the Annexation Agreement in accordance with the percentage of time during the annual assessment period that services were required to be provided by such Parties pursuant to the Annexation Agreement.
- g. *Undesignated Government Revenue.* In the event that government revenue is generated from the Project or the Project Property that are not identified,

in whole or in part, in the Annexation Agreement, such revenue shall be distributed in a manner consistent with the Tax Sharing Agreement, as mutually agreed upon by the City of Chula Vista and the City of San Diego, and the general intent expressed in Section 3(a) above.

- h. *Municipal Services Cost Neutrality.* The provision of municipal services to the Project or Project Property is intended be on a cost neutral basis to the City of San Diego. The Parties agree such cost neutrality is satisfied because they have caused the preparation of a Fiscal Impact Report that concludes that the City of San Diego's cost of services will be equal to or less than the revenue the City of San Diego anticipates it will receive from the Project. Accordingly, the Parties shall implement the requirements of the Annexation Agreement.
- i. *Housing Credits and Inclusionary Affordable Housing Fees.* San Diego shall be entitled to receive credit towards its share of the regional housing needs allocation for the number of qualifying units, if any, in the Project. In addition, San Diego shall be entitled to receive any and all inclusionary housing fees associated with the Project as may be established by the Project Entitlements (as defined in the Annexation Agreement) or the jurisdiction's rules and regulations. The anticipated amount based on the current fee and estimated square footage of the homes is identified in Exhibit G of the Annexation Agreement. For the avoidance of doubt, Chula Vista shall not collect inclusionary housing fees or condition Tri Pointe Homes to construct affordable housing units on-site or off-site.

4. Provision of Municipal Services to the Project Property.

- a. *Water and Sewer.* Upon the Reorganization Effective Date, the City of San Diego shall provide water and sewer services to the Project Property. Tri Pointe Homes shall construct or cause the construction of all on-site public improvements and off-site public improvements necessary to connect to the City of San Diego's water and sewer services as required by the Project Entitlements and the City of San Diego's standards and approved material requirements adopted by the City of San Diego, City of San Diego's rules and regulations, and the Contract to Make, Install and Complete Water and/or Sewer Facilities, to be entered into by Tri Pointe Homes and the City of San Diego prior to commencement of construction, all of which are incorporated by reference. All water and sewer facilities shall be inspected and tested in accordance with the standards adopted by the City of San Diego. Tri Pointe Homes shall pay sewer and water capacity fees and other applicable fees, to the City of San Diego in accordance and compliance with fee schedules in effect at the time of payment by Tri Pointe Homes to the City of San Diego, as identified in Exhibit G of the attached Annexation Agreement. The City of San Diego shall recover all of its other expenses not associated with the sewer and water capacity fee through monthly water and sewer rates charged to users in accordance with rules and regulations applicable to the City of San Diego. Upon the Reorganization Effective Date, the City of San Diego shall provide water and sewer services to the Project Property at the same

level of service and upon the same terms and conditions as provided to other properties within the City of San Diego's service area and assess such users monthly water and sewer rates in accordance the rules and regulations applicable to the City of San Diego.

- b. *Fire & Life Safety.* Upon the Reorganization Effective Date, the City of San Diego shall provide or cause to be provided primary fire and life safety services to the Project Property and the City of Chula Vista shall provide or cause to be provided supplemental fire and life safety services pursuant to the terms of the any applicable automatic and mutual aid agreement(s), as currently existing or as may be amended, between the City of San Diego and the City of Chula Vista (“Mutual Aid Agreement”). The City of San Diego shall provide law enforcement services to the Project Property at the same level of service and upon the same terms and conditions as provided other areas of the City of San Diego.
- c. *Law Enforcement Services.* Upon the Reorganization Effective Date, the City of San Diego shall provide or cause to be provided primary law enforcement services to the Project Property. The City of San Diego shall provide law enforcement services to the Project Property at the same level of service and upon the same terms and conditions as provided other areas of the City of San Diego.
- d. *Other Municipal Services.* Upon the Reorganization Effective Date, the City of San Diego shall provide or cause to be provided such other municipal services to the Project Property, other than the processing of the

Chula Vista Project Entitlements (as defined by the Annexation Agreement) to be provided by the City of Chula Vista under the Annexation Agreement, as are typically provided to residential developments in the City of San Diego.

5. Full Faith and Credit Given to Right to Develop the Project in Accordance with the Project Entitlements.

- a. *Full Faith and Credit of Development Rights.* The Parties agree that Tri Pointe Homes shall have the right to develop the Project in accordance with the Project Entitlements, and the City of San Diego agrees to give full faith and credit to the Project Entitlements on the terms and conditions as issued by the City of Chula Vista. To the extent the Project Entitlements provide Tri Pointe Homes with vested rights to develop the Project in accordance with the Project Entitlements, the City of San Diego agrees to give full faith and credit to those vested rights on the same terms and conditions as the City of Chula Vista. The full faith and credit created by the Annexation Agreement is not intended to either expand or contract Tri Pointe Homes's right to develop the Project in accordance with the Project Entitlements. The full faith and credit created herein is intended to provide Tri Pointe Homes with the assurance that the City of San Diego will honor Tri Pointe Homes's vested development rights in the same manner and under the same conditions as San Diego.
- b. *Post-Project Entitlements Approval Actions by Tri Pointe Homes.* After the City of Chula Vista's approval of the discretionary Project

Entitlements, but before the Reorganization Effective Date, and with payment of processing fees, Tri Pointe Homes may process and complete all requirements necessary for a final map and process the applications for the ministerial Project Entitlements.

c. *Development of Project Property after Full Project Build-Out.* Any development of the Project Property occurring after full Project Build-out that is not governed by the Project Entitlements shall conform to the then existing requirements of the City of San Diego. The City of San Diego shall treat any existing development that occurred in accordance with the Project Entitlements as legal non-conforming, except to the extent that compliance with the City of San Diego requirements would not unreasonably interfere with such existing development and would be consistent with the requirements imposed by the City of San Diego on existing development outside the Project Property.

i. **The City of San Diego: Reserved Authority; Changes in Federal or State Law.** The City of San Diego shall retain the same rights as possessed by the City of Chula Vista to apply land use or building requirements that may conflict with the Project Entitlements in the same manner and on the same conditions as the City of Chula Vista, including: (a) the reasonable determination that compliance with the Project Entitlements would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health or safety; or (b) as necessary to comply with state or federal law

or mandates. The action chosen to implement this reserved authority shall be of the minimum scope, effect, and duration necessary to accommodate the health and safety issue or higher law.

6. Additional Terms and Conditions.

- a. *Agreed to by Parties.* The Parties may agree to include additional terms and conditions as part of the Application for Reorganization to be submitted by the City of San Diego to LAFCO during the LAFCO process through an Annexation Agreement Operating Memorandum.
- b. *Imposed by LAFCO.* The Parties acknowledge that LAFCO may impose additional terms and conditions on the Reorganization beyond those set forth in this Resolution. The Parties shall reasonably consider such terms and conditions and support them unless any such LAFCO imposed term or condition is in fundamental conflict with the terms and conditions of this Resolution.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, the initiation of proceedings for the Reorganization is an action contemplated and analyzed in the EIR for the Project in compliance with CEQA. The EIR analyzes the environmental impacts that would result from the Project. The analysis discusses the potential impacts to Land Use, Landform Alteration/Visual Quality/Neighborhood Character, Air Quality/Odor, Biological resources, Historical resources, Human Health/Public Safety/Hazardous materials, Hydrology/Water Quality, Geology and Soils, Greenhouse Gases, Noise, Paleontological Resources, Transportation/Circulation, Public Facilities and Services, Public Utilities, and Energy Use/Conservation. The analysis concludes that



the Project would result in significant, but mitigable direct impacts associated with [INSERT IMPACTS]. Implementation of the Mitigation Monitoring and Reporting Program would reduce these environmental effects to below a level of significance. Findings of Fact and Statement of Overriding Considerations have been adopted by the City of Chula Vista as Lead Agency for the Project. Findings of Fact pertain to:

1) Findings Regarding Significant Impacts that can be Mitigated to below a Level of Significance; 2) Findings Regarding Mitigation Measures which are the Responsibility of Another Agency; 3) Findings Regarding Infeasible Mitigation Measures; 4) Findings Regarding Alternatives Considered and rejected; and 5) Findings Regarding Alternatives Considered in the EIR. The Statement of Overriding Considerations pertain to: [INSERT OVERRIDING CONSIDERATIONS].

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it finds through its review of the EIR and other materials in the Administrative Record, the Council evaluated: (a) the present and planned land uses for the project site; (b) the present and the future need for urban services and facilities; (c) the fiscal impact of the reorganization; (d) whether the reorganization promotes an orderly and logical revision of the City's boundaries; (e) the ability of the City of San Diego, City of Chula Vista and the Otay Water District to provide urban level services; (f) whether the organization would induce residential growth; (g) whether the proposal would provide for affordable housing; (h) whether the proposal would provide for open space; (i) the effect of reorganization on social and economic interests; and (j) the level of support on the part of affected property owners and area residents.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it finds the level of support from the property owners and area residents in the mostly uninhabited area is adequate; and

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it finds the annexation contributes to the social and economic interests and benefits and propose an orderly and logical revision of the City of San Diego boundaries because it facilities that Nakano Project, which will provide affordable housing, and provides more efficient services to the project in exchange for applicable development fees and government revenues generated by construction and operation of the residential development.

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that this Resolution of Application is hereby approved and adopted by the City of San Diego. The Local Agency Formation Commission of San Diego County is hereby requested to process the Reorganization in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 and in accordance with this Resolution. As a Responsible Agency, pursuant to CEQA Guidelines section 15096, the Council of the city of San Diego has considered and approved the certified EIR, Findings of Fact and Statement of Overriding Considerations for the Project.

APPROVED: [INSERT NAME], City Attorney:

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

[INSERT NAME]

Deputy City Attorney

**EXHIBIT D**  
**Application for Reorganization**

**[Attached behind this page]**

SAN DIEGO LOCAL AGENCY FORMATION COMMISSION  
**CHANGE OF ORGANIZATION OR REORGANIZATION APPLICATION**

The **following information must be submitted** when filing a change of organization or reorganization proposal with the San Diego Local Agency Formation Commission (LAFCO); additional information may be requested during review of the proposal.

- 1. **Completed CHANGE OF ORGANIZATION OR REORGANIZATION APPLICATION.**
- 2. (a) A **certified resolution of application** from an affected city or district; **or**  
(b) A **landowner or registered voter petition** making application to San Diego LAFCO (available from LAFCO or <http://www.sdlafco.org/forms/petition.pdf>).
- 3. A **metes-and-bounds legal description of the proposal territory perimeter** for the proposed boundary change(s), a **reproducible parcel/plat map**, and a **vicinity map**. For information about mapping requirements, refer to: [http://www.sdlafco.org/forms/legal\\_description.pdf](http://www.sdlafco.org/forms/legal_description.pdf), and contact the County Assessor's Mapping Division at 619/531-5588. The Thomas Brother's Guide may be used for the vicinity map.
- 4. **Environmental documentation** to comply with the California Environmental Quality Act (CEQA); submit documents for applicable category only:
  - (a) INITIAL STUDY: Submit completed form (available from LAFCO) if no environmental review has been conducted;
  - (b) CATEGORICAL EXEMPTION: Submit document if an agency has certified that the project qualifies for a categorical exemption from CEQA;
  - (c) NEGATIVE DECLARATION (ND): Submit document with certifying resolution and Initial Study\*;
  - (d) ENVIRONMENTAL IMPACT REPORT (EIR): Submit 15 copies of the Final EIR and certifying resolution, plus one copy of the EIR Appendix\*.

\* For an ND or EIR, a copy of the receipt for the fee paid to the California Department of Fish and Game must be submitted.
- 5. If annexation to a city is proposed, submit one copy of the **city resolution approving rezoning and general plan land-use designations** for the proposal territory.
- 6. **JURISDICTIONAL CONFLICTS:** If the response to question number 6 on page 3 is "Yes", complete and sign the Policy L-107 form at [http://www.sdlafco.org/forms/Legislative\\_Policy\\_L\\_107.pdf](http://www.sdlafco.org/forms/Legislative_Policy_L_107.pdf).
- 7. **Completed CAMPAIGN CONTRIBUTION DISCLOSURE FORM AND EVALUATION CHECKLIST for DISCLOSURE OF POLITICAL EXPENDITURES** (pages 7 and 8 of application).
- 8. **PROPERTY-OWNER CONSENT FORM FOR INCLUSION OF PROPERTY** (page 9 of application).
- 9. Completed **SUBJECT AGENCY SUPPLEMENTAL INFORMATION FORM** (pages 10-12 of application) from **each** subject agency.
- 10. **LAFCO processing fees.** The San Diego LAFCO FEE SCHEDULE is available at <http://www.sdlafco.org/document/feeschedule.pdf>, or contact LAFCO staff.

**SAN DIEGO LOCAL AGENCY FORMATION COMMISSION**  
**9335 Hazard Way · Suite 200 · San Diego, CA 92123**  
**(858) 614-7755 · [www.sdlafco.org](http://www.sdlafco.org)**

# CHANGE OF ORGANIZATION OR REORGANIZATION APPLICATION

The information in this application is used by LAFCO staff to evaluate proposals for changes of government organization. Please respond to **all** items in this form, indicating "NA" when an item does **not** apply.

SUBJECT AGENCY(IES) (City or Special District)	PROPOSED CHANGE OF ORGANIZATION/ACTION (Annexation, detachment, sphere amendment, etc.)
1. <u>City of Chula Vista</u>	1. <u>Detachment, sphere amendment</u>
2. <u>Otay Water District</u>	2. <u>Detachment, sphere amendment</u>
3. <u>City of San Diego</u>	3. <u>Annexation, sphere amendment</u>
4. _____	4. _____

As part of this application, the City of San Diego or the \_\_\_\_\_ District, \_\_\_\_\_ (the applicant), and/or the Tri Pointe Homes (real party in interest): subject landowner and/or registered voter agrees to defend, indemnify, hold harmless, and release the San Diego LAFCO, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any or all of them, the purpose of which is to attack, set aside, void, or annul San Diego LAFCO's review, approval or denial of this application or adoption of or refusal to adopt the environmental document which accompanies it or any other action San Diego LAFCO takes with respect to this application. This defense and indemnification obligation shall include, but not be limited to, attorneys' fees, expert witness fees and other costs of defense, damages, costs, and expenses, including attorney fees payable to another party. Applicant and/or real party in interest agree that San Diego LAFCO shall have the right to appoint its own counsel to defend it and conduct its own defense in the manner it deems in its best interest and that San Diego LAFCO's taking such action does not limit the obligations to indemnify and reimburse San Diego LAFCO's defense costs. This defense and indemnification obligation shall apply whether or not there is concurrent passive or active negligence on the part of the San Diego LAFCO, its agents, officers, attorneys, or employee. The person signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. San Diego LAFCO's acceptance of this application is sufficient to make this agreement a binding, bilateral contract between us.

I acknowledge that annexation to the city of San Diego or the \_\_\_\_\_ district may result in the imposition of taxes, fees and assessments **existing within the (city or district)** on the effective date of annexation. I hereby waive any rights I may have under Articles XIII C and XIII D of the State Constitution (Proposition 218) to a hearing, assessment ballot proceeding or an election on those **existing taxes, fees and assessments**.

Agreed:

Signature: \_\_\_\_\_ Date: 03/01/2024

Print/Type Name: Elyse Lowe

Address: City of San Diego Development Services

City Operations Building, 1222 First Avenue, San Diego, CA, 92101 Telephone: (619) 446-5423

Property Address: Located on the north side of Dennery Road between Regatta Lane and Golden Sky Way

Cross Street(s): Bound by I-805 (west), Otay River (north), Riveredge Apartments (east) Kaiser Permanente (south)

Assessor Parcel Number(s): 624-071-0200 Acres: 23.8

Indicate below if anyone, in addition to the person signing this application, is to receive notices of these proceedings.

Name: Mike Taylor, Division President, Tri Pointe Homes

Address: 13520 Evening Creek Drive North, Suite 300 San Diego , CA 92128

Telephone: (858)-794-2500

## A. PROPOSAL DESCRIPTION/JUSTIFICATION

1. Explain in detail why the proposal is necessary **at this time** (e.g., condition of an approved tentative map, an existing structure requires new services, etc.). \_\_\_\_\_

The Nakano Project does not have direct access to Chula Vista utilities, services, and facilities, and, will therefore need to be annexed into and served by San Diego.

2. Describe the use of **developed** property within the proposal territory, including details about existing structures. Describe anticipated development of **vacant** property, including types of buildings, number of units, supporting facilities, etc., and when development is scheduled to occur. \_\_\_\_\_

The site is currently vacant undeveloped land. Proposed development

would include 215 dwelling units (221 max) consisting of 61 detached condominiums, 84 duplexes, and 70 multi-family units.

Development would include roadway improvements to allow for ingress and egress, as well as several mini parks and trail connections to the Otay Valley Regional Park. Grading is intended to begin in mid- 2025 with first home closings in 2026.

3. Describe the topography and physical features of the proposal territory, as well as its general location in relation to communities, major freeways/highways, roads, etc. \_\_\_\_\_

Located on the northside of Dennerly Ranch Road between Regatta Lane and San Star Way to the east of the parcel is the River Edge Terrace apartments, to the south the Kaiser Permanente

Medical Center and to the southeast is Dennerly Road. The site is east of Interstate 805 and currently vacant undeveloped land.

The topography of the site is sloping from south to north with hillside slopes on the southern boundary.

4. How many residents live within the proposal territory? 0
5. How many of these residents are registered voters? N/A
6. Are there any jurisdictional issues associated with the LAFCO proposal or pending LAFCO action?

NO  YES (If yes, please complete the Policy L-107 form at [http://www.sdlafco.org/forms/Legislative\\_Policy\\_L\\_107.pdf](http://www.sdlafco.org/forms/Legislative_Policy_L_107.pdf))

## B. LAND USE INFORMATION

### GENERAL PLAN AND ZONING:

If the proposal territory is **not** within an incorporated city, San Diego County General Plan and zoning information may be obtained by calling (858) 565-5981 or toll-free (888) 267-8770 with the Assessor Parcel Number(s) of the subject property. If the proposal territory is within a city, please call the appropriate city's planning department for General Plan and zoning information.

1. COUNTY:

(a) The territory is within the NA community plan.

(b) The County General Plan or community plan designation and allowed density: NA

(c) Current County zoning and allowed density: NA

2. CITY:

(a) The territory is within the general plan area for the City of Chula Vista

(b) The City General Plan land use designation and allowed density: Project site designated  
 as Specific Plan – Residential Medium to allow residential development at a density range of 6.1 to 11 dwelling units per acre

(c) Current City zoning and allowed density: Project site designated as Specific Plan – Residential Medium  
 to allow residential development at a density range of 6.1 to 11 dwelling units per acre

(d) Current City rezoning and allowed density: Project site designated as Specific Plan – Residential Medium  
 to allow residential development at a density range of 6.1 to 11 dwelling units per acre

3. Indicate below **all** permits or approvals that will be needed by the County or any city to complete the project. If already granted, please note the date of approval and attach a copy of each resolution of approval. If approval is pending, please note the anticipated approval date.

Type of Approval or Permit	File No.	Approval Date	Is Resolution Attached?
Tentative Subdivision Map	TBD		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Tentative Parcel Map			<input type="checkbox"/> YES <input type="checkbox"/> NO
Major Use Permit			<input type="checkbox"/> YES <input type="checkbox"/> NO
City/County General Plan Amendment	TBD		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
City Rezoning	TBD		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
County Rezone			<input type="checkbox"/> YES <input type="checkbox"/> NO
(Other)			<input type="checkbox"/> YES <input type="checkbox"/> NO

4. Describe the land uses surrounding the proposal territory (e.g., residential, commercial, agricultural, industrial, open space, etc.).

North: Agriculture (SD County) East: RM-2-4 (City of San Diego)  
 South: CC-1-3 (City of San Diego) West: AR-1-1 (City of San Diego)

5. Indicate with a  if any portion of the proposal territory contains the following:

- Agricultural land uses       Agricultural Preserve
- Open Space Easement       Slopes greater than 25%
- Sewer moratorium area       Coastal Permit Zone
- Unusual features such as: \_\_\_\_\_

6. For city annexation proposals: Is any part of the proposal territory under a Williamson Act contract? If yes, please contact the LAFCO office for special instructions regarding petition/resolution of application requirements.  YES  NO

## C. PUBLIC SERVICES INFORMATION

### SEWER SERVICE:

1. (a) Is the proposal territory within a district or city that provides public sewer service?  YES  NO  
(b) **If yes**, which agency? City of Chula Vista and the Otay Water District
2. (a) Is a developed parcel in need of annexation due to failed septic system?  YES  NO  
(b) **If yes**, include a copy of any letters from the San Diego County Department of Environmental Health or private septic-system company.  
(c) **If no**, is annexation for sewer service part of this application?  YES  NO
3. If annexation for sewer service is proposed, which district or city would serve the territory if this jurisdictional change is approved? City of San Diego - Otay Valley Trunk Sewer
4. (a) Has the agency that will be providing service issued a letter of sewer availability?  YES  NO  
(b) **If yes**, please provide a copy of the letter with this application. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)
5. (a) Will the agency be prepared to furnish sewer service upon annexation?  YES  NO  
(b) **If no**, please explain: \_\_\_\_\_  
\_\_\_\_\_

### WATER SERVICE:

1. (a) Is the proposal territory within a district or city that provides public water service?  YES  NO  
(b) **If yes**, which agency? Otay Water District
2. Is a well or other on-site water system currently used on the property?  YES  NO
3. Is an on-site system proposed to be used when the property is developed?  YES  NO
4. (a) Is annexation for water service part of this application?  YES  NO  
(b) **If yes**, which district or city would serve the territory if this jurisdictional change is approved? City of San Diego  
(c) Will the agency that will be providing service be prepared to furnish water service upon annexation?  YES  NO
5. (a) Has the agency that will be providing service issued a letter of water availability?  YES  NO  
(b) **If yes**, please provide a copy of the letter with this application. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)



**FIRE PROTECTION SERVICES:** NOTE: Complete the following section **only** if annexation to a fire protection service provider is proposed—or if the current fire protection service provider is proposed to change.

1. (a) Is the proposal territory **currently** within an agency that provides fire protection?  YES  NO

(b) **If yes**, provide name and address/location of current fire service provider

The project is currently within the City of Chula Vista, but does not have access to Chula Vista emergency services.

It does not have direct access to Chula Vista utilities, services, and facilities. It's adjacent to City of San Diego Otay Mesa Community Plan area.

(c) Provide estimated response times to the proposal territory:

priority \_\_\_\_\_ minutes; non-priority \_\_\_\_\_ minutes See section 4.0 of Plan for Services

2. Is annexation for fire protection service part of this application?  YES  NO

3. Which city or district would serve the proposal territory if this jurisdictional change is approved?

City of San Diego

(a) Location/address of the proposed fire service provider: \_\_\_\_\_

Currently, San Diego Fire Station No. 6 is the closest station to the project site and would provide the primary response in a fire or medical emergency

(b) Estimated response times to the proposal territory:

Priority \_\_\_\_\_ minutes; non-priority \_\_\_\_\_ minutes See section 4.0 of Plan for Services

**POLICE PROTECTION SERVICES:** NOTE: Complete the following section **only** if the police protection provider is proposed to change.

1. Which police agency **currently** serves the proposal territory?

The project is currently within the City of Chula Vista, but does not have access to Chula Vista emergency services.

(a) Location/address of nearest police station: See section 4.0 of Plan for Services

(b) Estimated response times to the proposal territory: priority \_\_\_\_\_ minutes; non-priority \_\_\_\_\_ minutes

See section 4.0 of Plan for Services

2. Which police agency would serve the proposal territory if this jurisdictional change is approved?

City of San Diego

(a) Location/address of nearest police station: See section 4.0 of Plan for Services

(b) Estimated response times to the proposal territory:

Priority \_\_\_\_\_ minutes; non-priority \_\_\_\_\_ minutes See section 4.0 of Plan for Services

# CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

LAFCOs are subject to the campaign disclosure provisions detailed in Government Code Section 84308, and the Regulations of the Fair Political Practices Commission (FPPC), Section 18438.

**Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to San Diego LAFCO with your application.**

1. No LAFCO commissioner shall accept, solicit, or direct a contribution of more than \$250 from any party<sup>1</sup> or agent<sup>2</sup> while a change of organization proceeding is pending, and for three months subsequent to the date a final decision is rendered by LAFCO. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a LAFCO proceeding shall disclose on the record of the proceeding any contribution of more than \$250 made to any commissioner by the party, or agent, during the preceding 12 months. No party to a LAFCO proceeding, or agent, shall make a contribution to a commissioner during the proceeding and for three months following the date a final decision is rendered by LAFCO.

3. Prior to rendering a decision on a LAFCO proceeding, any commissioner who received contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, that commissioner shall be permitted to participate in the proceeding.

<sup>1</sup> "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

<sup>2</sup> "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$250 has been made by you or your agent to a commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current LAFCO commissioners are available at <http://www.sdlafco.org/document/CommRoster.pdf>. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact San Diego LAFCO at 9335 Hazard Way, Suite 200, San Diego, CA 92123, (858) 614-7755.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Proposed change(s) of organization: \_\_\_\_\_  
City of Chula Vista and Otay Water District Detachment, Sphere Amendment  
City of San Diego, Annexation, Sphere Amendment

(b) Name and address of any party, or agent, who has contributed more than \$250 to any commissioner within the preceding 12 months:

1. N/A, Applicant is a municipality, City of San Diego  
No contributions have been made.
2. N/A

(c) Date and amount of contribution:  
Date N/A Amount \$ N/A  
Date N/A Amount \$ N/A

(d) Name of commissioner to whom contribution was made:  
1. N/A  
2. N/A

(e) I certify that the above information is provided to the best of my knowledge.

Printed Name Elyse Lowe  
Signature \_\_\_\_\_  
Date 03/01/2024 Phone 619) 446-5423

To be completed by LAFCO:

Proposal:  
Ref. No.

## DISCLOSURE OF POLITICAL EXPENDITURES

Effective January 1, 2008, expenditures for political purposes, which are related to a change of organization or reorganization proposal that will be or has been submitted to LAFCO, are subject to the reporting and disclosure requirements of the Political Reform Act of 1974 and the Cortese-Knox-Hertzberg Act of 2000.

*Please carefully read the following information to determine if reporting and disclosure provisions apply to you.*

- Any person or combination of persons who, for political purposes, directly or indirectly contributes \$1,000 or more, or expend \$1,000 or more in support of, or in opposition to a proposal for a change of organization or reorganization that will be submitted to the Commission, shall disclose and report to the Commission to the same extent and subject to the same requirements of the Political Reform Act of 1974 (Government Code Section 81000 et seq.) as provided for local initiative measures, and Section 56700.1 of the Cortese-Knox-Hertzberg Act of 2000.
- Pursuant to Government Code Section 57009, any person or combination of persons who directly or indirectly contributes \$1,000 or more, or expends \$1,000 or in support of, or in opposition to, the conducting authority proceedings for a change of organization or reorganization, must comply with the disclosure requirements of the Political Reform Act of 1974, (Government Code section 81000 et seq.). Applicable reports must be filed with the Secretary of State and the appropriate city or county clerk. Copies of the report must also be filed with the Executive Officer of San Diego LAFCO.
- A roster of current San Diego LAFCO commissioners is available from the LAFCO office: 9335 Hazard Way, Suite 200, San Diego, CA 92123, (858) 614-7755, or from <http://www.sdlafco.org/document/CommRoster.pdf>

## EVALUATION CHECKLIST FOR DISCLOSURE OF POLITICAL EXPENDITURES

The following checklist is provided to assist you in determining if the requirements of Government Code Sections 81000 et seq. apply to you. For further assistance contact the Fair Political Practices Commission at 428 J Street, Suite 450, Sacramento, CA 95814, (866) 275-3772 or at <http://www.fppc.ca.gov>.

1. Have you directly or indirectly made a contribution or expenditure of \$1,000 or more related to the support or opposition of a proposal that has been or will be submitted to LAFCO?

Yes

No

Date of contribution N/A Amount \$ N/A

Name/Ref. No. of LAFCO proposal \_\_\_\_\_

Pending from LAFCO

Date proposal submitted to LAFCO Pending

2. Have you, in combination with other person(s), directly or indirectly contributed or expended \$1,000 or more related to the support or opposition of a proposal that has been or will be submitted to LAFCO?

Yes

No

Date of contribution N/A Amount \$ N/A

Name/Ref. No. of LAFCO proposal Pending from LAFCO

Date proposal submitted to LAFCO Pending

3. If you have filed a report in accordance with FPPC requirements, has a copy of the report been filed with San Diego LAFCO?

Yes N/A

No N/A

# PROPERTY-OWNER CONSENT FORM FOR INCLUSION OF PROPERTY

Note: Processing of jurisdictional boundary change proposals, which involve **uninhabited**<sup>1</sup> territory, can be expedited by approximately 60 days if all affected landowners consent to the proposal. If you wish to take advantage of this option, please return the completed PROPERTY-OWNER CONSENT FORM FOR INCLUSION OF PROPERTY to San Diego LAFCO with your application for a jurisdictional boundary change. If consenting signatures of **100%** of the affected property owners are affixed and LAFCO does not receive any opposition from subject agencies, the Commission may consider the proposal without public notice, public hearing and/or an election.


<sup>1</sup> Territory included within a proposed boundary change that includes less-than 12 registered voters is considered **uninhabited** (Government Code 56045).

The undersigned owners(s) of property hereby consent(s) to inclusion of that property within a proposed change of organization or reorganization consisting of:

(Please list all proposed actions)

Annexation to: 1. City of San Diego  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_

Detachment from: 1. City of Chula Vista  
 2. Otay Water District  
 3. \_\_\_\_\_

	<u>Date</u>	<u>Signature</u>	<u>Assessor's Parcel Number(s)</u>
1.	03/01/2024		624-071-0200
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Attach additional sheets if necessary

## SUBJECT AGENCY SUPPLEMENTAL INFORMATION FORM

NOTE: A copy of this form must be completed and signed by **each** local agency that will gain or lose territory as a result of the proposed jurisdictional boundary change. Attach additional sheets if necessary.

	Elyse Lowe
<b>Signature of agency representative</b>	<b>Print name</b>
City of San Diego, Director, Development Services Department	
<b>Title</b>	<b>Date</b>
(619) 446-5423	03/01/2024
<b>Telephone</b>	<b>Date</b>

### A. JURISDICTIONAL INFORMATION:

Name of agency:

City of San Diego

1. Is the proposal territory within the agency's sphere of influence? Yes  No
2. Upon annexation, will the proposal territory be included within an assessment district and be subject to assessment for new or extended services? Yes  No
3. Does the agency have plans to establish any new assessment district that would include the proposal territory? Yes  No
4. Will the proposal territory assume any existing bonded indebtedness? Yes  No   
*If yes, indicate any taxpayer cost: \$* N/A
5. Will the proposal territory be subject to any special taxes, benefit charges, or fees? Yes  No   
*If yes, please provide details of all costs:* Maintenance Assessment District
6. Is the agency requesting an exchange of property tax revenues as a result of this proposal? Yes  No
7. Is this proposed jurisdictional change subject to a master property tax agreement or master enterprise district resolution? Yes  No
8. FOR CITY ANNEXATIONS: Does the proposal territory contain existing commercial development that generates retail sales of ten million dollars or more per year? Yes  No
9. FOR CITY ANNEXATIONS: If any part of the proposal territory is under a Williamson Act contract, please contact the LAFCO office for special instructions regarding petition or resolution of application requirements.

**EXPEDITED PROPOSAL PROCESSING:** *Processing of jurisdictional boundary change proposals can be expedited by approximately 60 days if all affected landowners consent to the waiver of protest and termination (conducting authority) proceedings and subject agencies do not oppose the waiver. If you do NOT want to waive these proceedings, then attach a written statement to the subject agency information form containing a signature, date, and declaration of opposition to a waiver of such proceedings.*

**B. SEWER SERVICE:**

1. What is the agency's current wastewater treatment capacity (expressed in million gallons per day and equivalent dwelling units)? \_\_\_\_\_

Metro Capacity: 255 mgd (~900,000 EDUs)

2. What is the average volume of influent currently being treated by the agency (expressed in million gallons per day and equivalent dwelling units)? \_\_\_\_\_

Metro: 175 mgd (~630,000 EDUs)

3. (a) What is the agency's peak flow volume (expressed in million gallons per day)?  
Not applicable, the City's WDR states flow only in an average monthly effluent limitation.

(b) What is the agency's peak flow capacity (expressed in million gallons per day)?  
Not applicable, the City's WDR states flow only in an average monthly effluent limitation.

(c) Has the agency exceeded the flow (peak) capacity within the past two years?

(d) **If yes**, please describe the frequency and volume of incidents that exceeded the agency's peak capacity: \_\_\_\_\_

YES  NO

4. (a) Has the agency issued a letter of sewer availability for the proposal territory?

YES  NO

(b) **If yes**, please provide a copy of the letter. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)

5. (a) How many future equivalent dwelling units have been reserved or committed for proposed projects? Equivalent to the ~80 mgd current extra capacity.

(b) Can all projects that have received commitments of sewer availability (e.g., "will serve letters") be accommodated with planned capacity?

YES  NO

6. (a) Does the agency have the necessary contractual and/or operational treatment capacity to provide sewer service to the proposal territory?

YES  NO

(b) **If yes**, please specify the proposal territory's estimated sewer demand and the agency's available sewer capacity (expressed in million gallons per day and equivalent dwelling units):

43,438 gpd proposed sewer generation

~80 mgd current extra capacity

(c) **If no**, please describe the agency's plans to upgrade capacity to resolve any capacity related issues: N/A

7. Will the proposal territory be annexed to a sewer improvement district?

YES  NO

8. (a) The distance for connection of the proposal territory to the agency's existing sewer system is 0 feet.

(b) Describe the location of the connection to the agency's existing sewer system:

Existing sewer onsite

C. WATER SERVICE:

1. (a) Does the subject agency have adequate water supply and sufficient contractual and/or operational capacity available to serve the proposal territory?  YES  NO

(b) **If yes**, describe the proposal territory's estimated water demand and the agency's available water supply and capacity (expressed in acre-feet or million gallons per day):

116,025 gpd (449.4 mgd City capacity)

(c) **If no**, what plans does the agency have to increase its water capacity?

2. Specify any improvements (on and off-site) that will be necessary to connect and serve the anticipated development. Indicate the total cost of these improvements and method of financing (e.g., general property tax, assessment district, landowner or developer fees): 400 ft offsite 12-inch water line extension in Denny Road  YES  NO

Cost unknown, will be paid and constructed by developer

3. (a) Has the agency issued a letter of water availability for the proposal territory?  YES  NO

(b) **If yes**, please provide a copy of the letter. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)

4. (a) The distance for connection of the proposal territory to the agency's existing water system is Adjacent \_\_\_\_\_ feet.

(b) Describe the location of the connection to the agency's existing water system: Adjacent 12-inch water line, additional 12-inch water line will be constructed for redundancy

5. (a) Is the agency currently under any drought-related conditions and/or restrictions?  YES  NO

(b) **If yes**, describe the conditions and specify any related restrictions:

6. (a) Will the proposal territory utilize reclaimed water?  YES  NO

(b) **If yes**, describe the proposal territory's reclaimed water use and the agency's available reclaimed water supply and capacity (expressed in acre-feet or million gallons per day):

(c) The distance for connection of the proposal territory to the agency's existing reclaimed water system is \_\_\_\_\_ feet.

(d) Describe the location of the connection to the agency's existing reclaimed water system: \_\_\_\_\_

- (e) **If no**, has the agency considered availability of reclaimed water to the proposal territory?  YES  NO

(f) What restrictions prevent use of reclaimed water? Distance to existing pipelines \_\_\_\_\_

7. Will the proposal territory be annexed to an improvement district?  YES  NO

## SUBJECT AGENCY SUPPLEMENTAL INFORMATION FORM

NOTE: A copy of this form must be completed and signed by **each** local agency that will gain or lose territory as a result of the proposed jurisdictional boundary change. Attach additional sheets if necessary.

	Laura Black
<b>Signature of agency representative</b>	<b>Print name</b>
City of Chula Vista, Director, Development Services Department	
<b>Title</b>	
619-691-5002	03/01/2024
<b>Telephone</b>	<b>Date</b>

### A. JURISDICTIONAL INFORMATION:

Name of agency:

City of Chula Vista

1. Is the proposal territory within the agency's sphere of influence? Yes  No
2. Upon annexation, will the proposal territory be included within an assessment district and be subject to assessment for new or extended services? Yes  No
3. Does the agency have plans to establish any new assessment district that would include the proposal territory? Yes  No
4. Will the proposal territory assume any existing bonded indebtedness? Yes  No   
*If yes, indicate any taxpayer cost: \$ \_\_\_\_\_*
5. Will the proposal territory be subject to any special taxes, benefit charges, or fees? Yes  No   
*If yes, please provide details of all costs: \_\_\_\_\_*  
 \_\_\_\_\_
6. Is the agency requesting an exchange of property tax revenues as a result of this proposal? Yes  No
7. Is this proposed jurisdictional change subject to a master property tax agreement or master enterprise district resolution? Yes  No
8. FOR CITY ANNEXATIONS: Does the proposal territory contain existing commercial development that generates retail sales of ten million dollars or more per year? Yes  No
9. FOR CITY ANNEXATIONS: If any part of the proposal territory is under a Williamson Act contract, please contact the LAFCO office for special instructions regarding petition or resolution of application requirements.

**EXPEDITED PROPOSAL PROCESSING:** *Processing of jurisdictional boundary change proposals can be expedited by approximately 60 days if all affected landowners consent to the waiver of protest and termination (conducting authority) proceedings and subject agencies do not oppose the waiver. If you do NOT want to waive these proceedings, then attach a written statement to the subject agency information form containing a signature, date, and declaration of opposition to a waiver of such proceedings.*



**B. SEWER SERVICE:**

1. What is the agency's current wastewater treatment capacity (expressed in million gallons per day and equivalent dwelling units)? Project is annexing out of City of Chula Vista.

Metro Capacity: 255 mgd (~900,000 EDUs)

2. What is the average volume of influent currently being treated by the agency (expressed in million gallons per day and equivalent dwelling units)? \_\_\_\_\_

Metro: 175 mgd (~630,000 EDUs)

3. (a) What is the agency's peak flow volume (expressed in million gallons per day)?  
Not applicable, the City's WDR states flow only in an average monthly effluent limitation.

(b) What is the agency's peak flow capacity (expressed in million gallons per day)?  
Not applicable, the City's WDR states flow only in an average monthly effluent limitation.

(c) Has the agency exceeded the flow (peak) capacity within the past two years?

(d) **If yes**, please describe the frequency and volume of incidents that exceeded the agency's peak capacity: \_\_\_\_\_

YES  NO

4. (a) Has the agency issued a letter of sewer availability for the proposal territory?  YES  NO

(b) **If yes**, please provide a copy of the letter. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)

5. (a) How many future equivalent dwelling units have been reserved or committed for proposed projects? Equivalent to the ~80 mgd current extra capacity.

(b) Can all projects that have received commitments of sewer availability (e.g., "will serve letters") be accommodated with planned capacity?  YES  NO

6. (a) Does the agency have the necessary contractual and/or operational treatment capacity to provide sewer service to the proposal territory?  YES  NO

(b) **If yes**, please specify the proposal territory's estimated sewer demand and the agency's available sewer capacity (expressed in million gallons per day and equivalent dwelling units):

43,438 gpd proposed sewer generation

~80 mgd current extra capacity

(c) **If no**, please describe the agency's plans to upgrade capacity to resolve any capacity related issues: N/A

7. Will the proposal territory be annexed to a sewer improvement district?  YES  NO

8. (a) The distance for connection of the proposal territory to the agency's existing sewer system is 0 feet.

(b) Describe the location of the connection to the agency's existing sewer system:

Not applicable, project is connecting to City of San Diego sewer facilities (annexing out of Chula Vista).

C. WATER SERVICE:

1. (a) Does the subject agency have adequate water supply and sufficient contractual and/or operational capacity available to serve the proposal territory?

YES  NO

(b) **If yes**, describe the proposal territory's estimated water demand and the agency's available water supply and capacity (expressed in acre-feet or million gallons per day):

Not applicable, Chula Vista is not a direct water purveyor. City of San Diego will provide water service to the project per the City of San Diego Will Serve Letter. Project is annexing out of City of Chula Vista.

(c) **If no**, what plans does the agency have to increase its water capacity?

2. Specify any improvements (on and off-site) that will be necessary to connect and serve the anticipated development. Indicate the total cost of these improvements and method of financing (e.g., general property tax, assessment district, landowner or developer fees):

YES  NO

Not applicable, Chula Vista is not a direct water purveyor. City of San Diego will provide water service to the project per the City of San Diego Will Serve Letter.

3. (a) Has the agency issued a letter of water availability for the proposal territory?

YES  NO

(b) **If yes**, please provide a copy of the letter. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)

4. (a) The distance for connection of the proposal territory to the agency's existing water system is Not Applicable feet.

(b) Describe the location of the connection to the agency's existing water system:

Not applicable, Chula Vista is not a direct water purveyor. City of San Diego will provide water service to the project per the City of San Diego Will Serve Letter.

5. (a) Is the agency currently under any drought-related conditions and/or restrictions?

YES  NO

(b) **If yes**, describe the conditions and specify any related restrictions:

6. (a) Will the proposal territory utilize reclaimed water?

YES  NO

(b) **If yes**, describe the proposal territory's reclaimed water use and the agency's available reclaimed water supply and capacity (expressed in acre-feet or million gallons per day):

(c) The distance for connection of the proposal territory to the agency's existing reclaimed water system is \_\_\_\_\_ feet.

(d) Describe the location of the connection to the agency's existing reclaimed water system:

(e) **If no**, has the agency considered availability of reclaimed water to the proposal territory?

YES  NO


(f) What restrictions prevent use of reclaimed water? Distance to existing pipelines

7. Will the proposal territory be annexed to an improvement district?

YES  NO

## SUBJECT AGENCY SUPPLEMENTAL INFORMATION FORM

NOTE: A copy of this form must be completed and signed by **each** local agency that will gain or lose territory as a result of the proposed jurisdictional boundary change. Attach additional sheets if necessary.

	Kevin Cameron
<b>Signature of agency representative</b>	<b>Print name</b>
Otay Water District, Engineering Manager	
<b>Title</b>	<b>Date</b>
619-670-2248	09/07/2023
<b>Telephone</b>	<b>Date</b>

### A. JURISDICTIONAL INFORMATION:

Name of agency:  
Otay Water District

1. Is the proposal territory within the agency's sphere of influence? Yes  No
2. Upon annexation, will the proposal territory be included within an assessment district and be subject to assessment for new or extended services? Yes  No
3. Does the agency have plans to establish any new assessment district that would include the proposal territory? Yes  No
4. Will the proposal territory assume any existing bonded indebtedness? Yes  No   
*If yes, indicate any taxpayer cost: \$ \_\_\_\_\_*
5. Will the proposal territory be subject to any special taxes, benefit charges, or fees? Yes  No   
*If yes, please provide details of all costs: \_\_\_\_\_*  
 \_\_\_\_\_
6. Is the agency requesting an exchange of property tax revenues as a result of this proposal? Yes  No
7. Is this proposed jurisdictional change subject to a master property tax agreement or master enterprise district resolution? Yes  No
8. FOR CITY ANNEXATIONS: Does the proposal territory contain existing commercial development that generates retail sales of ten million dollars or more per year? Yes  No
9. FOR CITY ANNEXATIONS: If any part of the proposal territory is under a Williamson Act contract, please contact the LAFCO office for special instructions regarding petition or resolution of application requirements.

**EXPEDITED PROPOSAL PROCESSING:** *Processing of jurisdictional boundary change proposals can be expedited by approximately 60 days if all affected landowners consent to the waiver of protest and termination (conducting authority) proceedings and subject agencies do not oppose the waiver. If you do NOT want to waive these proceedings, then attach a written statement to the subject agency information form containing a signature, date, and declaration of opposition to a waiver of such proceedings.*

**B. SEWER SERVICE:**

1. What is the agency's current wastewater treatment capacity (expressed in million gallons per day and equivalent dwelling units)? \_\_\_\_\_

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

2. What is the average volume of influent currently being treated by the agency (expressed in million gallons per day and equivalent dwelling units)? \_\_\_\_\_

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

3. (a) What is the agency's peak flow volume (expressed in million gallons per day)?

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

- (b) What is the agency's peak flow capacity (expressed in million gallons per day)?

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

- (c) Has the agency exceeded the flow (peak) capacity within the past two years?

- (d) **If yes**, please describe the frequency and volume of incidents that exceeded the agency's peak capacity: \_\_\_\_\_

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

YES  NO

4. (a) Has the agency issued a letter of sewer availability for the proposal territory?

YES  NO

- (b) **If yes**, please provide a copy of the letter. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)

5. (a) How many future equivalent dwelling units have been reserved or committed for proposed projects? Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

- (b) Can all projects that have received commitments of sewer availability (e.g., "will serve letters") be accommodated with planned capacity?

YES  NO

6. (a) Does the agency have the necessary contractual and/or operational treatment capacity to provide sewer service to the proposal territory?

YES  NO

- (b) **If yes**, please specify the proposal territory's estimated sewer demand and the agency's available sewer capacity (expressed in million gallons per day and equivalent dwelling units):

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

- (c) **If no**, please describe the agency's plans to upgrade capacity to resolve any capacity related issues: \_\_\_\_\_

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

7. Will the proposal territory be annexed to a sewer improvement district?

YES  NO

8. (a) The distance for connection of the proposal territory to the agency's existing sewer system is \_\_\_\_\_ feet.

- (b) Describe the location of the connection to the agency's existing sewer system:

Not applicable, City of San Diego will provide sewer service to the project per the City of San Diego Will Serve Letter.

**C. WATER SERVICE:**

1. (a) Does the subject agency have adequate water supply and sufficient contractual and/or operational capacity available to serve the proposal territory?  YES  NO
- (b) **If yes**, describe the proposal territory's estimated water demand and the agency's available water supply and capacity (expressed in acre-feet or million gallons per day):  
116,025 gpd, ~25 mgd capacity, no operational main to service planned development
- (c) **If no**, what plans does the agency have to increase its water capacity?  
\_\_\_\_\_
2. Specify any improvements (on and off-site) that will be necessary to connect and serve the anticipated development. Indicate the total cost of these improvements and method of financing (e.g., general property tax, assessment district, landowner or developer fees):  YES  NO  
No Otay Water District improvements are required, project is annexing out of Otay Water District.  
City of San Diego will provide water service to the project per the City of San Diego Will Serve Letter.
3. (a) Has the agency issued a letter of water availability for the proposal territory?  YES  NO
- (b) **If yes**, please provide a copy of the letter. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)
4. (a) The distance for connection of the proposal territory to the agency's existing water system is \_\_\_\_\_ feet.
- (b) Describe the location of the connection to the agency's existing water system:  
Not applicable, City of San Diego will provide water service to the project per the City of San Diego Will Serve Letter.
5. (a) Is the agency currently under any drought-related conditions and/or restrictions?  YES  NO
- (b) **If yes**, describe the conditions and specify any related restrictions:  
\_\_\_\_\_
6. (a) Will the proposal territory utilize reclaimed water?  YES  NO
- (b) **If yes**, describe the proposal territory's reclaimed water use and the agency's available reclaimed water supply and capacity (expressed in acre-feet or million gallons per day):  
\_\_\_\_\_
- (c) The distance for connection of the proposal territory to the agency's existing reclaimed water system is \_\_\_\_\_ feet.
- (d) Describe the location of the connection to the agency's existing reclaimed water system: \_\_\_\_\_
- (e) **If no**, has the agency considered availability of reclaimed water to the proposal territory?  YES  NO
- (f) What restrictions prevent use of reclaimed water? Project is annexing out of Otay Water District  
City of San Diego will provide water service to the project per the City of San Diego Will Serve Letter.
7. Will the proposal territory be annexed to an improvement district?  YES  NO



*...Dedicated to Community Service*

2554 SWEETWATER SPRINGS BOULEVARD, SPRING VALLEY, CALIFORNIA 91978-2004  
TELEPHONE: 670-2222, AREA CODE 619

[www.otaywater.gov](http://www.otaywater.gov)

October 26, 2023

Project No.: P1438-01000

Activity: 3111

Keene Simonds  
Executive Office  
San Diego Local Agency Formation Commission  
2550 Fifth Avenue, Suite 725  
San Diego, CA 92103

Subject: Otay Water District Letter of Support for the Nakano Project Site  
Reorganization

Dear Mr. Simonds:

Otay Water District (District) is providing this Letter of Support for the Nakano Project Site Reorganization and Change of Sphere of Influence for the reasons outlined within.

As you are aware, Tri Pointe Homes, IE-SD, Inc. owns 23.8 acres of certain real property located in the undeveloped area of the City of Chula Vista, south of the Otay River, east of Interstate 805, and within the Sphere of Influence for the District. Tri Pointe Homes intends to develop a 221-unit residential project on the Nakano Site. The Nakano Site is adjacent to the jurisdictional boundaries of the City of San Diego, within the Otay Mesa Community Plan area.

The District recommends de-annexing the property from the District's Sphere of Influence by way of the Local Agency Formation Commission. This recommendation is reflected in associated comments provided as early as 2009 and as recent as 2021 as part of the District's review of the Nakano Project submittal. This continues to be the recommended course of action.

Although the Nakano Site is currently within the District's Sphere of Influence, there is no operational District water main to service the planned development. The District's 12-inch main along the eastern project site boundary was abandoned by the District in 2000 and has been out of service for approximately 23 years.

Keene Simonds  
Otay Water District Letter of Support for the Nakano Project Site Reorganization  
October 26, 2023  
Page 2 of 2.

As noted, the District desires to communicate its consent to the amendment and removal of the Nakano Site from the jurisdictional boundaries of the City of Chula Vista and the Otay Water District Sphere of Influence and subsequent annexation into the City of San Diego, which will serve water and sewer for the Nakano project.

In summary, the District supports the City of San Diego Application Requesting the San Diego County Local Agency Formation Commission to Take Proceedings for a Reorganization of the Nakano Development Project Reorganization.

Sincerely,  
OTAY WATER DISTRICT



Kevin Cameron, P.E.  
Engineering Manager

KC:mlw

Page 1  
Mr. Allen Kashani  
Senior Project Manager  
Tri Pointe Homes  
13520 Evening Creek Drive North, Suite 300  
San Diego, CA 92128

Dear Mr. Kashani,

**Subject: Will Serve Letter –**  
Location: Northside of Dennery Road between Regatta Lane and Sand Star Way.  
Project Name: Nakano  
The legal description is attached.

This letter is to confirm that the subject property is within the City of San Diego water and sewer service area.

New water service connections and sewer lateral connections are available as noted below. New connections are permitted in accordance with the required demand.

**WATER:**

There is an existing 12” PVC (HGL 365) water main in Dennery Road as shown on City improvement drawing 32972-D.

**SEWER:**

There is an existing 8” PVC sewer main in Dennery Road as shown on City improvement drawing 28875-D. There is an existing 27” PVC sewer main in a sewer easement as shown on City improvement drawing 21305-D. There is an existing 18” PVC sewer main in a sewer main as shown on City improvement drawing 27113-D.

A hydraulic analysis and condition assessment of the existing utilities is required to determine the availability of water service and sewer laterals. These connections are requested based upon required demand/flow of the project. All services are governed by city ordinances and regulations concerning connections, constructions, charges/permit fees and matters pertaining thereto.



Page 2  
Mr. Allen Kashani  
January 19, 2023

If you have any additional questions or concerns, please contact me at (619) 446-5454.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Nguyen". The signature is stylized with a large initial "G" and a cursive "N" and "g".

Gary Nguyen  
Assistant Engineer - Civil

Enclosure: Legal Description (1)

### LEGAL DESCRIPTION

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

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE ALONG THE SOUTH LINE THEREOF SOUTH 89°42'04" WEST, 1069.30 FEET TO THE EASTERLY LINE OF FREEWAY DESCRIBED IN FINAL ORDER OF CONDEMNATION RECORDED JULY 22, 1968 AS [FILE NO. 123488 OFFICIAL RECORDS](#); THENCE ALONG SAID EASTERLY LINE NORTH 3°47'10" EAST, 918.10 FEET; THENCE NORTH 80°52'26" EAST, 1030.62 FEET TO THE EAST LINE OF SAID SECTION; THENCE ALONG SAID EAST LINE SOUTH 0°28'33" WEST, 1074.02 FEET TO THE POINT OF BEGINNING.

[APN: 624-071-02-00](#)

**EXHIBIT E**  
**Plan for Providing Services**  
**[Attached behind this page]**

# Plan for Services

---

Proposed “Nakano” Reorganization  
To the City of San Diego  
PRJ-No. 1076302  
March 2024

Prepared for:

City of San Diego  
Environmental Policy & Public Spaces Division  
Planning Department

Prepared by:

Leppert Engineering Corporation  
5190 Governor Drive, Suite 205  
San Diego, CA 92122  
Job Number: OM 8.09-12.10

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## 1.0 Preface

Much of the information contained in this report was already addressed in the following reports prepared for the site: Nakano Specific Plan, prepared by Rick Engineering in November 2022, Fire Protection Plan Nakano, prepared by Dudek in June 2022, Sewer Study for the Nakano project, prepared by Dexter Wilson Engineering on June 21, 2022, Local Mobility Analysis Report, prepared by LOS Engineering on November 2, 2022, Water System Analysis for the Nakano project, prepared by Dexter Wilson Engineering on June 21, 2022 as well as the Environmental Impact Report that was prepared in conjunction with the reorganization application. The discussion of public services was included as part of the comprehensive analysis of the proposed project. The Environmental Impact Report (EIR) is titled Nakano Project, EIR (City of Chula Vista EIR no. EIR 22-0001; SCH No. 202260260) and was prepared for the City of San Diego by Recon. These reports and the EIR mentioned above discussed at length many of the topics required by this report and provided supporting documentation to support the information that is included in this report. Consequently, much of the information included in this report is taken, with permission, directly from the mentioned reports and the EIR.

## 2.0 Introduction

This Plan for Services is for the 23.8-acre parcel located on the east side of I-805, northwest of Dennery Road and south of the Otay River Valley, to be detached from the City of Chula Vista and the Otay Water District (OWD) and annexed to the City of San Diego. The property is illustrated in Figure 1 on page 4.

As detailed in the Memorandum of Understanding (MOU) between the City of San Diego and the City of Chula Vista, approved on December 7, 2021, both agencies have long considered the property eligible for reorganization of jurisdictional boundaries.

This Plan has been prepared for the City of San Diego for submission to the Local Agency Formation Commission for San Diego County (LAFCO) as part of the reorganization application (Reorganization No. xxxx-xx). A reorganization includes any two or more changes of organizations initiated in a single proposal (i.e. detachment and annexation). The Plan provides the City of San Diego, LAFCO, affected property owners, residents and other interested persons with information regarding existing and proposed local government services for the proposed reorganization. As discussed in Government Code Section 56653, the following information is provided in this report:

- An enumeration and description of the services to be extended to the affected territory.
- The level and range of those services.
- An indication of when those services can feasibly be extended to the affected territory.
- An indication of any improvement or upgrading of structures, roads, sewer or water facilities, or other conditions the local agency would impose or require within the affected territory if the change of organization or reorganization is completed.
- Information with respect to how those services will be financed.

The information provided in this Plan is for informational purposes only and shall not in any way limit the City of San Diego’s jurisdiction to require the provision of additional facilities and services with respect to any land use approvals within the reorganization area.

### **3.0 Description of Reorganization Area**

#### **3.1 Description of Project**

The project consists of a reorganization of jurisdiction boundaries and a series of land use plan and zoning amendments which would allow approximately 23.8 acres of land designated as open space and zoned for agriculture (A-8) in the City of Chula Vista to be detached and annexed into the City of San Diego, and designated for future residential uses. The Nakano project is expected to add up to 221 new residential dwelling units. Access to the site would be via a proposed private street (local street classification), which would connect to Dennery Road located offsite to the southeast in the City of San Diego. A detailed description of the proposed project is located in Section 3.0 of the Nakano Program EIR.

Map Source: DUDEK



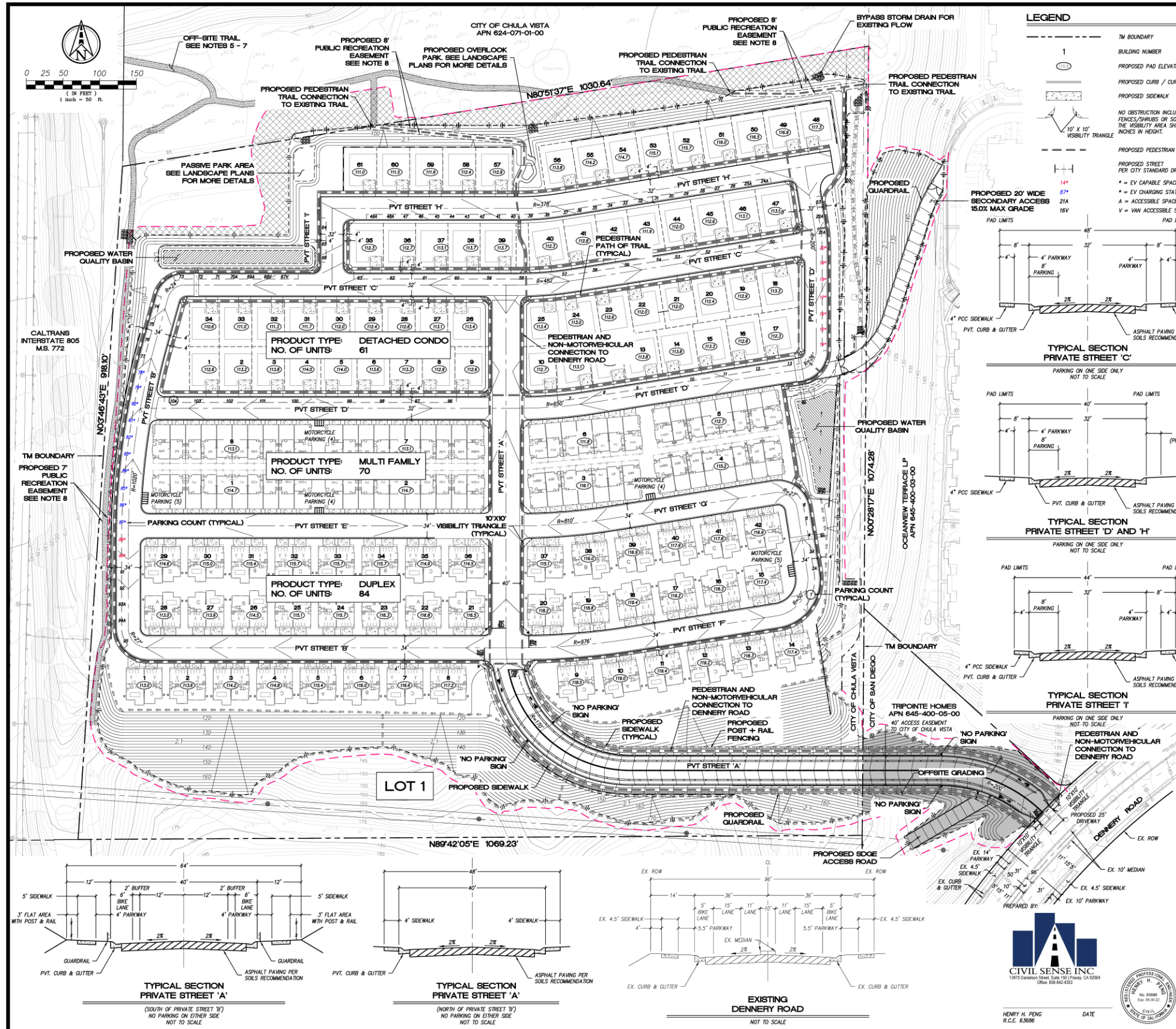
0 Feet 700

RECON

M:\JOBS\3496-1\env\graphics\fig1.ai 04/19/22 fmm

FIGURE 1  
Project Location





### LEGEND

- 1: TM BOUNDARY
- 2: BUILDING NUMBER
- 3: PROPOSED PAD ELEVATION
- 4: PROPOSED CURB / CURB AND GUTTER
- 5: PROPOSED SIDEWALK
- 6: NO OBSTRUCTION INCLUDING FENCES, SHRUBS OR SOLID WALLS IN THE VISIBILITY AREA SHALL EXCEED 24 INCHES IN HEIGHT.
- 7: PROPOSED PEDESTRIAN PATH OF TRAVEL
- 8: PROPOSED STREET PER CITY STANDARD DRAWINGS
  - EV CAPABLE SPACES
  - EV CHARGING STATIONS
  - ACCESSIBLE SPACES
  - VAN ACCESSIBLE SPACES

### GENERAL NOTES

- EMRA - ENCROACHMENT MAINTENANCE REMOVAL AGREEMENT (EMRA) SHALL BE REQUIRED FOR ALL PRIVATE IMPROVEMENTS INCLUDING BUT NOT LIMITED TO UTILITIES, LANDSCAPE, IRRIGATION, AND OTHER MISCELLANEOUS STRUCTURES WITHIN THE PUBLIC RIGHT-OF-WAY IF DEEMED ALLOWABLE BY THE CITY ENGINEER.
- VISIBILITY AREA - NO OBSTRUCTION INCLUDING SOLID WALLS IN THE VISIBILITY AREA SHALL EXCEED 3 FEET IN HEIGHT, PLANT MATERIAL, OTHER THAN TREES, WITHIN THE PUBLIC RIGHT-OF-WAY THAT IS LOCATED WITHIN THE VISIBILITY AREAS SHALL NOT EXCEED 24 INCHES IN HEIGHT, MEASURED FROM THE TOP OF THE ADJACENT CURB.
- ASPHALT OR CONCRETE TO BE DRIVEN OVER BY TRASH AND RECYCLING TRUCKS PROVIDING SERVICE IS ENGINEERED TO WITHSTAND THE WEIGHT OF MULTIPLE WHEELY TRIPS BY POTENTIALLY FULLY LOADED TRASH TRUCKS.
- AT LEAST 50 PERCENT OF ALL RESIDENTIAL AND NON-RESIDENTIAL BICYCLE PARKING SPACES REQUIRED IN ACCORDANCE WITH CHAPTER 14, ARTICLE 2, DIVISION 5 SHALL BE SUPPLIED WITH INDIVIDUAL OUTLETS FOR ELECTRIC CHARGING AT EACH BICYCLE PARKING SPACE.
- PUBLIC ORP TRAILS BOTH ON AND OFF-SITE WILL BE CONSTRUCTED PER THE ORP TRAIL GUIDELINES.
- FOR OFF-SITE TRAILS AND OFF-SITE REMEDIAL GRADING, A RIGHT-OF-ENTRY PERMIT AND ALL REQUIRED APPROVALS WILL BE COORDINATED WITH THE CITY OF CHULA VISTA.
- CITY ORP STAFF WILL MAINTAIN ALL TRAILS ON CITY OF CHULA VISTA PROPERTY.
- A PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF RECREATIONAL FACILITIES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO THE GENERAL PUBLIC OVER, UPON, AND ACROSS ALL THAT REAL PROPERTY SITUATED IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION SYSTEMS, EROSION CONTROL, FACILITIES, TRAILS, EQUESTRIAN TRAILS, BIKEWAYS, AND RELINQUISH ANY AND ALL RIGHT TO CONSTRUCT, ERRECT, OR MAINTAIN ANY ABOVEGROUND ROOFED BUILDING OR COVERED STRUCTURE EXCEPT FOR RECREATIONAL BUILDING AND ASSOCIATED FACILITIES, GRANTING TO THE CITY OF CHULA VISTA THE RIGHT TO PERMIT ANY PUBLIC UTILITY COMPANY TO CONSTRUCT DISTRIBUTION FACILITIES, PROVIDED SUCH FACILITIES ARE CONSTRUCTED UNDERGROUND.
- CCARs WILL INCLUDE PEDESTRIAN AND NON-MOTORVEHICULAR ACCESS PERMITTED THROUGH THE PRIVATE STREETS FROM DENNERY ROAD TO THE OVERLOOK PARK.

### TYPICAL SECTION PRIVATE STREET 'C'

PARKING ON ONE SIDE ONLY NOT TO SCALE

### TYPICAL SECTION PRIVATE STREET 'B', 'E', 'F', AND 'G'

PARKING ON ONE SIDE ONLY NOT TO SCALE

### TYPICAL SECTION PRIVATE STREET 'D' AND 'H'

PARKING ON ONE SIDE ONLY NOT TO SCALE

### TYPICAL SECTION PRIVATE STREET 'I'

PARKING ON ONE SIDE ONLY NOT TO SCALE

### TYPICAL SECTION PRIVATE STREET 'A'

(SOUTH OF PRIVATE STREET 'B') NO PARKING ON EITHER SIDE NOT TO SCALE

### TYPICAL SECTION PRIVATE STREET 'A'

(NORTH OF PRIVATE STREET 'B') NO PARKING ON EITHER SIDE NOT TO SCALE

### EXISTING DENNERY ROAD

NOT TO SCALE

### PARKING SUMMARY

VEHICLE PARKING	
REQUIRED AUTOMOBILE SPACES	REQUIRED PARKING SPACES
DUPLEXES	619
MULTIFAMILY	80.7
DETACHED CONDO	538
COMMON AREA PARKING	80.7
<b>TOTAL:</b>	<b>619</b>
ACCESSIBLE PARKING SUMMARY	12
619 x 0.02	= 12 ACCESSIBLE PARKING REQUIRED
12 / 6	= 2 VAN ACCESSIBLE SPACES REQUIRED
<b>TOTAL ACCESSIBLE PARKING SPACES PROVIDED</b>	<b>12</b>
12	= 12 ACCESSIBLE SPACES
2	= 2 VAN ACCESSIBLE SPACES
14	= 14 TOTAL ACCESSIBLE SPACES
PROVIDED PARKING SUMMARY	656
430	= GARAGE SPACES
14	= ACCESSIBLE SPACES
19	= EV AND EV CAPABLE SPACES
122	= OFF STREET PARKING
71	= ON STREET PARKING
656	= TOTAL SPACES PROVIDED
MOTORCYCLE PARKING SUMMARY (PER SDMC 142.05C)	22
215	= 215 REQUIRED PARKING SPACES
22	= 22 SPACES PROVIDED
BICYCLE PARKING SUMMARY	NOT REQUIRED FOR DWELLING UNITS WITH ENCLOSED GARAGES

NAME: CIVIL SENSE, INC.  
 ADDRESS: 13475 DANIELSON STREET, SUITE 150  
 POWAY, CA 92128  
 PHONE: 858-843-6253

PROJECT ADDRESS:  
 NORTHSIDE OF DENNERY RD BETWEEN  
 REGATTA LANE AND SAND STAR WAY

PROJECT NAME:  
 NAKANO

PREPARED BY: HENRY H. PENG  
 R.C.E. 63886

REVISION 12: \_\_\_\_\_  
 REVISION 11: \_\_\_\_\_  
 REVISION 10: \_\_\_\_\_  
 REVISION 9: \_\_\_\_\_  
 REVISION 8: \_\_\_\_\_  
 REVISION 7: \_\_\_\_\_  
 REVISION 6: \_\_\_\_\_  
 REVISION 5: \_\_\_\_\_  
 REVISION 4: \_\_\_\_\_  
 REVISION 3: 11/04/2022  
 REVISION 2: 6/24/2022  
 REVISION 1: 2/17/2022

ORIGINAL DATE: 9/15/2021

SHEET TITLE: SITE PLAN  
 SHEET 7 OF 20  
 DEP # \_\_\_\_\_

A number of discretionary actions would be required to implement the project as planned. The required discretionary actions are listed below by agency, in the general order the various actions would occur.

### **City of Chula Vista**

- Certify the Nakano Project EIR.
- Amend to the City of Chula Vista General Plan to remove the Open Space (OS) designation and designate the project site as Specific Plan – Residential Medium to allow residential development at a density range of 6.1 to 11 dwelling units per acre.
- Adopt the City of Chula Vista Nakano Specific Plan to establish the land use, intensity, development regulations, design standards, and primary infrastructure components needed to support development of the site.
- Approve a Tentative Map to subdivide the property as a condominium project as defined by Section 4125 of the Civil Code of the State of California and as filed pursuant to the Subdivision Map Act.
- Adopt CEQA Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.
- Adopt a Resolution of Support for City of San Diego’s Application to LAFCO consenting to the Reorganization.
- Approve an Annexation Agreement outlining the process by which the Nakano Project would be processed and annexed into San Diego. This is a legislative act to be accomplished by Ordinance with related additional public noticing requirements.

### **City of San Diego**

After approval of the Chula Vista discretionary actions, the City of San Diego could proceed with the following actions, prior to LAFCO approvals:

- Adopt a Prezoning Ordinance delineating the zoning territory not yet incorporated into the City of San Diego as Residential Multiple Unit 1-1 (RM-1-1). The Prezone would be initiated by and receive a recommendation from the Planning Commission. The Prezone Ordinance would require City Council approval and would not be effective until after the effective date of the LAFCO approval of the Nakano Reorganization.
- Amend the City of San Diego General Plan to designate the site Residential.
- Amend the Otay Mesa Community Plan to designate the site as Residential – Low Medium.
- Adopt Site Development Permit (SDP) Findings as required by SDMC Section 126.0505 for the off-site primary and secondary emergency only access roads currently within the City of San Diego.
- Approve Multiple Species Conservation Program Subarea Plan Amendment to include the property within the City of San Diego Subarea Plan, which is solely a City of San Diego administrative amendment.
- Approve a Resolution of Application to LAFCO.
- Approve an Annexation Agreement outlining the process by which the Nakano Project would be processed and annexed into San Diego.
- Approve a City of San Diego sewer easement vacation pursuant to Section 66434(G) of the Subdivision Map Act.

- Adopt an uncodified ordinance allowing site development to proceed after annexation. The uncodified ordinance would ensure project consistency with the Land Development Code and applicable City of San Diego requirements including:
  - SDP Findings as required by SDMC 126.0505 for the project site.
  - Approval of deviations from the SDMC for the RM-1-1 Zone regulation to allow:
    - A 10-foot side yard setback where up to 50 percent of the length of the building envelope on one side of the premises may observe the minimum 5-foot side setback, provided the remaining percentage of the building envelope length observe at least the standard side setback of feet 5 feet or 10 percent of the lot width (100 feet), whichever is greater pursuant to SDMC 131.0443(d)(2)(A).
    - Retaining wall heights outside the required yard of up to 24 feet where the maximum allowed is 12 feet pursuant to SDMC 142.0340(e).
- Wetland Deviation findings based on the Biologically Superior Option in accordance with SDMC Section 143.0150 for the portion of the project site.
- Amend the City of San Diego City Council District Boundary to incorporate the project site into District 8.
- Annex the site into the Ocean View Hills Maintenance Assessment District.

**LAFCO**

- Approve a City of San Diego, City of Chula Vista and Otay Water District Sphere of Influence Revision.
- Approve a resolution to detach the site from the City of Chula Vista and Otay Water District.
- Remove the site from the City of Chula Vista and annex the site to the City of San Diego.

**OWD**

- Prior to submittal of a LAFCO application OWD to provide a Resolution or Letter of Support to remove the property from the Otay Water District boundaries and annex the property into the City of San Diego for water services.

**SAN DIEGO GAS & ELECTRIC**

- Approve SDG&E easement vacations along the northern and eastern property line as shown on the Tentative Map. Easement vacations would be vacated pursuant to Section 66434(G) of the Subdivision Map Act.

### 3.2 Purpose for Reorganization

Topographically, the annexation of the property to the City of San Diego is a logical extension of City Services due to environmental constraints that would limit the City of Chula Vista's ability to directly service the property. Referring back to Figure 1 on page 4 above, the property is located on the south side of the Otay River Valley and is without adequate access across the river to the property from the improved areas located on the north side of the river in the City of Chula Vista. A bridge or other improvement would need to be constructed in order to cross the river and provide direct access to the City of Chula Vista. Such improvements would impact environmentally sensitive lands. Emergency services would also be most likely to be dispatched by the City of San Diego since their resources are located much closer to the property. Existing Land Use Onsite

The site has historically been used for agriculture (crops), but has been vacant since approximately 2006. The existing A-8 zoning permits agricultural and other related uses. The northern two-thirds of the 23.8 acres site contains former agricultural land, building foundations and dirt roads. Diegan coastal sage scrub and disturbed habitat occur in the southern portion of the site, southern willow scrub and mule fat scrub occur along the drainage in the southeastern quarter of the site, and eucalyptus trees occur along the western perimeter of the site.

Several utilities and their easements exist onsite. A 30-inch reclaimed water line exists along the eastern boundary. An SDG&E above-ground power line also extends along the southern boundary. A 27-inch sewer pipeline extends from the northeast corner in a southwest direction to the former location of buildings onsite, and an existing 18" sewer pipeline along the western site boundary. A 12-inch abandoned water line is located offsite adjacent to the eastern site boundary.

The majority of the site is located on the Otay River terrace and is relatively flat. The southern section of the study area is an uphill slope. Elevations within the proposed development area range from approximately 97 feet above mean sea level (AMSL) in the northern section to approximately 180 feet AMSL in the southern portion. Steep hillsides (i.e., greater than 25 percent and over 50 feet vertical elevation) are located in the southern area of the site.

#### Surrounding Land Use

As shown on Figure 1 on page 4, surrounding land uses include multi-family homes to the east, medical offices to the south, I-805 to the west and vacant property to the north. The former Shinohara II burn ash site is located to the northeast of the project in the City of Chula Vista along the Otay River. The Shinohara II site was used to dispose of 34,000 cubic yards of lead-contaminated burn ash from the South Bay Municipal Refuse Site, an old burn dump located at the intersection of Palm Avenue and I-805 (California Integrated Waste Management Board 2000). <sup>1</sup>Other properties in the vicinity, including the Davies property directly north of the

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<sup>1</sup> Adjacent to or within the proximity of the Nakano site is the Shinohara II burn ash site, which is comprised of APNs 644-042-10-00 and 644-042-02-00. These parcels are owned by a trust and the City of Chula Vista, respectively, and are neither part of the Nakano site nor subject to the contemplated annexation. Ownership of these parcels, and any and all associated responsibilities to/from the proximity of the referenced burn site, including but not limited to site maintenance, inspections, regulatory or financial oversight, shall remain the responsibility of these owners, and not Tri Pointe Homes.

proposed site, also used burn ash for fill. The Otay River is located approximately 340 feet north of the northwestern corner of the site and 570 feet north of the northeastern corner of the site.

### **3.2.1 Dennergy Ranch Precise Plan**

The Dennergy Ranch Precise Plan established the standards, guidelines and procedures for developing approximately 245 acres of land located east of the subject property in the City of San Diego; the project site currently lies immediately adjacent but outside the boundaries of the Precise Plan. The Precise Plan allows for a mix of land uses. The adopted Precise Plan entitled up to 1,329 residential units, a neighborhood park, an elementary school, and 65 acres of open space that includes 50 acres of natural open space.

With the exception of the population-based public facilities, those being parks, libraries, and those recreational facilities located at the community park sites, the infrastructure required to support the development approved with the Dennergy Ranch Precise Plan was sized based on the anticipated development identified in the Precise Plan. This infrastructure would include streets, freeway interchanges, backbone water and sewer facilities, police and local fire facilities.

While the adopted Precise Plan allowed for 1,329 residential units, the actual buildout of the Precise Plan area has resulted in fewer units being constructed. Currently, there are 1,191 units constructed, including the 73 units identified as Las Casitas. Consequently, the total number of residential units in the Precise Plan area is 138 units less than what was originally entitled.

## **4.0 Discussion of Facility Needs**

### **4.1 Emergency Services**

As discussed below, the changes required to serve fire and police protection demand related to the proposed project would be associated with additional staff rather than the expansion of existing facilities or the construction of new ones. In the absence of physical changes in the environment, Sections 15126.2(a) and 15382 of the CEQA Guidelines do not require environmental impacts associated with these two services be addressed in the EIR. However, the following discussion is included to assist LAFCO in evaluating the reorganization application.

#### **4.1.1 Police**

Upon annexation into the City of San Diego, the proposed project would be located in the City of San Diego's community of Otay Mesa and would be serviced by the San Diego Police Department. The proposed project would be within Beat 725 of the Police Department's Southern Division. Southern Division provides police services to the following communities: Tijuana River Valley, San Ysidro, Otay Mesa, Border, Egger Highlands, Nestor, Otay Mesa West, Palm City, and Ocean Crest.

#### Police Operational Requirements

The Police Department currently utilizes a five-level priority dispatch system, which includes priority E (Emergency), One, Two, Three and Four. The calls are prioritized by the phone

dispatcher and routed to the radio operator for dispatch to the field units. The priority system is designed as a guide, allowing the phone dispatcher and the radio dispatcher discretion to raise or lower the call priority as necessary based on the information received. Priority “E” and priority One calls involve serious crimes in progress or those with a potential for injury.

The 2009 average response time for Beat 725 are 6.41 minutes for emergency calls, and 12.74 minutes for priority one calls, 23.61 minutes for priority two calls, 64.38 minutes for priority three calls and 64.43 minutes for priority four calls.

The department’s goal response times are 7 minutes for emergency calls, 14 minutes for priority one calls, 27 minutes for priority two calls, 80 minutes for priority three calls and 90 minutes for priority four calls. The FY 2022 citywide average response time for the same period were 6.7 minutes for emergency calls, 38.1 minutes for priority one calls, 133.3 minutes for priority two calls, 216.6 minutes for priority three calls and 97.6 minutes for priority four calls during that same time period. The department strives to maintain the response time goals as one of various other measures used to assess the level of service to the community.

The current budgeted staffing ratio for police officers to population is 1.45 officers per 1,000 residents based on 2010 estimate residential population of 1,376,173 and a budgeted strength of 1,991 police officers (FY2011). The department goal is to have 1.45 officers per 1,000 residents. The ratio is calculated using the department total to take into account the support and investigative positions within the department. This ratio does not include the significant population increase resulting from employees who commute to work in the community or those visiting.

A new police substation is included in the Otay Mesa Public Facilities Financing Plan (PFFP) Fiscal Year 2014 as Project No. PO-2. The FY 2014 version of the PFFP projected that this police station would be constructed in FY 2044/45. This future project would include a 20,000 square-foot police substation.

The Otay Mesa FBA/DIF fees collected from the Nakano project will be used, in part, to finance this new police substation and to contribute its fair share of the cost of the existing substation for Southern Division.

#### **4.1.2 Fire**

The City of San Diego Fire Department provides fire protection and emergency medical services within the City of San Diego and would provide any fire and emergency medical service associated with the proposed project.

##### Fire Facility Requirements

Currently, San Diego Fire Station No. 6 is the closest station to the project site and would provide the primary response in a fire or medical emergency. [If the subject property was improved without reorganization, it is most likely that the City of San Diego would still be the first responder to any emergency call because of the property’s proximity to the City of San Diego’s facilities.] The subject station is located approximately 1.4 miles from the proposed site. Fire Station No. 6 has a three-person Engine Company per each 24-hour shift. The fire equipment at this station includes a fire engine which is a pumper which usually carries 500 gallons of water, hose, pump and 48 feet of ground ladders.

Fire and emergency medical services are also provided by other agencies within the area. Mutual aid agreements are in place with neighboring fire agencies which typically include interdependencies and are primarily associated with the peripheral edges of each agency's boundary.

Chula Vista Fire Departments Stations No. 9 and No. 5 as well as San Diego Fire Station no. 29 are available to provide secondary response to the Project.

Based on the Nakano Fire Protection Plan, prepared by Dudek in June 2022, the following tables are taken from that report and show Project Emergency Response times for all four fire stations. The response times were calculated by Dudek using the Speed Limit Formula and using the ISO Formula as shown in the tables below:

<b>Emergency Response Analysis using the Speed Limit Formula</b>					
<b>Station</b>	<b>Travel distance to project</b>	<b>Travel time to project</b>	<b>Max. travel distance</b>	<b>Maximum Travel time</b>	<b>Total Response Time</b>
Station 6	1.0 mile	1 min 43 sec	1.4 miles	2 min 24 sec	4 min 24 sec
Station 9	2.6 miles	4 min 28 sec	3.0 miles	5 min 8 sec	7 min 8 sec
Station 29	3.2 miles	5 min 29 sec	3.6 miles	6 min 10 sec	8 min 10 sec
Station 5	3.5 miles	6 min	3.9 miles	6 min 41 sec	8 min 41 sec

<b>Emergency Response Analysis using the ISO Formula</b>					
<b>Station</b>	<b>Travel distance to project</b>	<b>Travel time to project</b>	<b>Max. travel distance</b>	<b>Maximum Travel time</b>	<b>Total Response Time</b>
Station 6	1.0 mile	2 min 21 sec	1.4 miles	3 min 2 sec	5 min 2 sec
Station 9	2.6 miles	5 min 4 sec	3.0 miles	5 min 45 sec	7 min 45 sec
Station 29	3.2 miles	6 min 5 sec	3.6 miles	6 min 46 sec	8 min 46 sec
Station 5	3.5 miles	6 min 36 sec	3.9 miles	7 min 17 sec	9 min 17 sec

All response calculations are based on an average response speed of 35mph, consistent with nationally recognized National Fire Protection Association (NFPA) 1710. Based on these calculations, the Project would meet the City of San Diego response time standards for existing fire stations.

### Proposed Fire Station

The adopted Public Facilities Financing Plan for Otay Mesa identifies a new fire station, Fire Station no. 49, to be built in Otay Mesa. This new station, identified as project no. F-2 in the Financing Plan, would relocate Fire Station No. 6 to a site on Ocean View Hills Parkway, just east of the intersection of Playa Del Sol Boulevard. This new station, together with its rolling stock, equipment, and furnishings, is to be fully funded by the DIF/ Facilities Benefit Assessment (FBA) which is imposed on all new development. This new station will be located even closer to the subject property than existing Station No. 6.

The proposed project must comply with the following City of San Diego and Fire Department requirements per the Municipal Code and standard City procedures: (1) the Fire Department will approve all project plans, including fire hydrant spacing, emergency vehicle access and circulation/parking accommodations on-site and brush management; (2) access to fire hydrants and fire flows/emergency water supply will be maintained to the satisfaction of the Fire Department in order to respond to a fire emergency during project construction; and (3) the Fire Prevention Bureau will visit the site to determine if the proposed project site plan generally complies with the City fire code.

The proposed project would result in the occurrence of some level of additional calls for service to the City of San Diego Fire Department. The City of San Diego acquired the fire station site from Tri Pointe Homes in 2022. Based on the CIP sheet from the Fiscal Year 2022 Adopted Budget, design is anticipated to begin in FY 2023 contingent upon the identification of funds and construction will be scheduled after design is complete.

This project provides for an approximately 13,000 sf double house fire station and will accommodate 3 apparatus bays and one fire engine and have a training room.

The Otay Mesa FBA/DIF fees collected from the Nakano project will be used, in part, to finance this new Fire Station no. 49 and to contribute its fair share of the cost of constructing existing Fire Station no. 43.

## **4.2 Transportation/Circulation**

A local mobility analysis for the proposed residential use project was prepared by Los Engineering, Inc. on November 2, 2022. The analysis evaluates the proposed project's impact on traffic and circulation. The results and conclusions are summarized herein.

Dennery Road would provide access to and from the project site. Dennery Road is classified as a 4-Lane Collector, between Regatta Lane and Red Fin Lane, located southeast of the project site and provides access to Palm Avenue, a major road, and to I-805. Within the project site, a series of private drives (A through F, and H) is planned to provide internal circulation. Private Drive A would be the main private drive running through the Specific Plan Area and would connect to Dennery Road with right-in/right-out movements. A San Diego Gas and Electric access road is



proposed from Private Drive A, to allow access to San Diego Gas and Electric facilities. Private Drives B through E would branch off of Private Drive A in easterly and westerly directions. Private Drive F would be an east-west roadway that would connect to Private Drives E and H.

Secondary, emergency only, access would be provided via an accessible 20-foot-wide emergency use road located in the northeastern portion of the project site that would enable emergency-only travel to the east through the adjacent residential community in the City of San Diego. The emergency access road would be gated with fire department approved gates that allow entry for fire personnel at all times.

## **4.2.1 Existing Conditions**

### **Existing Roadway Facilities**

The proposed project is located to the northwest of Dennery Road, north of Palm Avenue/Ocean View Hills Parkway and east of I-805. Access to the site would be gained via a new connection with Dennery Road.

### **Existing Street Segment Operations**

Existing street segment operations in the project vicinity are characterized based on an analysis of level of service (LOS). Roadway LOS is a term used to describe operating conditions with respect to criteria including vehicle speeds, travel time, maneuverability and safety. The determination of LOS for individual roadway segments is based on the number of lanes and 24-hour traffic volumes, represented as average daily traffic (ADT). LOS designations range from A to F, with LOS A representing the best-case scenario and LOS F representing the worst-case scenario. Generally, LOS A through C represents free-flowing traffic conditions with little or no delay. LOS D represents limited congestion and some delay that is acceptable to most people. LOS E and F represent significant delays on local streets that are generally unacceptable for urban design purposes.

### **Palm Avenue**

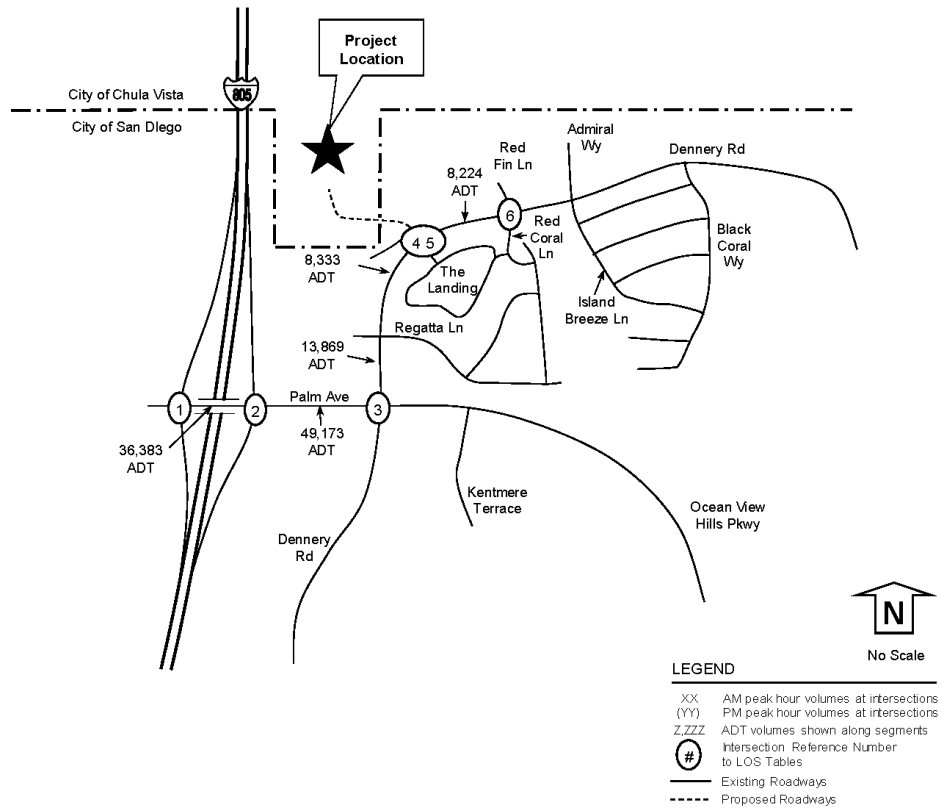
Palm Avenue is located south of the project site and is an east-west roadway that runs from the Pacific Ocean, located approximately 5.5 miles to the west of the site, to its intersection with Dennery Road, where it then turns into Ocean View Hills Parkway. Palm Avenue from I-805 SB ramps to I-805 NB ramps is classified as a 6-Lane Prime in the City of San Diego Otay Mesa-Nestor Community Plan, December 1996. Palm Avenue from I-805 NB ramps to Dennery Road is classified as a 7-Lane Prime in the City of San Diego Otay Mesa Community Plan Update, March 2014. Palm avenue from I-805 SB ramps to I-805 NB ramps is constructed as a four lane undivided roadway with a center double-double yellow striping. There are Class II bike lanes in each direction. On street parking is prohibited on both sides. From I-805 NB ramps to Dennery Road, Palm Avenue is currently constructed as a 7 lane divides roadway. There are Class II bike lanes in each direction and on street parking is prohibited on both sides. A posted speed limited was not observed, however west of the I-805 the posted speed limit is 35 mph. From I-805 NB

ramps to Dennery Road, this roadway currently operates at LOS C. From I-805 SB ramps to I-805 NB ramps, the roadway operates at LOS E.

### **Dennery Road**

Dennery Road traverses generally north-south from its southern terminus at Del Sol Boulevard to the project site, where it turns and continues in a generally east-west direction to Topsail Drive. Dennery Road is classified as a 4-Lane Major between Palm Avenue and Regatta Lane and as a 4-Lane Collector between Regatta Lane and Red Fin Lane/ Red Coral Lane in the Otay Mesa Community Plan Update, March 2014. Dennery Road between Palm Avenue and Red Fin Lane/ Red Coral Lane is constructed as a four-lane divided roadway with Class II bike lanes in each direction. On street parking is prohibited on both sides of the roadway and the posted speed limit is 35mph. Dennery Road currently operates at LOS A between Red Coral Lane and Palm Avenue/Ocean View Hills Parkway.

**Figure 6: Existing Volumes**



<table border="1"> <tr> <td>Palm Ave</td> <td>610 (813)</td> <td>2 (5)</td> <td>759 (1188)</td> <td>I-805 SB Ramps</td> </tr> <tr> <td>939 (817)</td> <td>→</td> <td>①</td> <td>←</td> <td>356 (444)</td> </tr> <tr> <td>187 (149)</td> <td>↓</td> <td></td> <td>↑</td> <td>273 (394)</td> </tr> </table>	Palm Ave	610 (813)	2 (5)	759 (1188)	I-805 SB Ramps	939 (817)	→	①	←	356 (444)	187 (149)	↓		↑	273 (394)	<table border="1"> <tr> <td>Palm Ave</td> <td>678 (471)</td> <td>1100 (1514)</td> <td>I-805 NB Ramps</td> </tr> <tr> <td>→</td> <td>②</td> <td>←</td> <td>1102 (1268)</td> </tr> <tr> <td>↑</td> <td>91 (130)</td> <td>3 (4)</td> <td>299 (454)</td> </tr> </table>	Palm Ave	678 (471)	1100 (1514)	I-805 NB Ramps	→	②	←	1102 (1268)	↑	91 (130)	3 (4)	299 (454)	<table border="1"> <tr> <td>Palm Ave</td> <td>334 (419)</td> <td>80 (57)</td> <td>28 (62)</td> <td>Denny Rd</td> </tr> <tr> <td>→</td> <td>③</td> <td>←</td> <td>53 (58)</td> <td>515 (651)</td> </tr> <tr> <td>↓</td> <td>458 (304)</td> <td>786 (474)</td> <td>111 (54)</td> <td>236 (223)</td> </tr> </table>	Palm Ave	334 (419)	80 (57)	28 (62)	Denny Rd	→	③	←	53 (58)	515 (651)	↓	458 (304)	786 (474)	111 (54)	236 (223)	<table border="1"> <tr> <td>Project Driveway</td> <td>0 (0)</td> <td>486 (254)</td> <td>Denny Rd</td> </tr> <tr> <td>→</td> <td>④</td> <td>←</td> <td>162 (435)</td> </tr> <tr> <td>↑</td> <td></td> <td>486 (254)</td> <td>30 (11)</td> </tr> </table>	Project Driveway	0 (0)	486 (254)	Denny Rd	→	④	←	162 (435)	↑		486 (254)	30 (11)
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## **Existing Intersection Operations**

As required by the City of San Diego, the analysis of peak hour intersection performance was based on 6<sup>th</sup> Edition Highway Capacity Manual (HCM) operational analysis procedures. Intersection LOS is based on the total estimated seconds of vehicle delay, and is given a designation between A and F, with A representing the least delay and F representing the greatest delay. As described in the LOS Engineering, Inc. 2022 LMA Study, some analyzed intersections operate at LOS D or better during the AM and/or PM peak hour periods, which is considered acceptable. The intersection at Palm Avenue and Dennery Road operates at LOS E during AM and PM peak hours.

Under existing conditions, all but two analyzed intersections and roadway segments operate at LOS D or better. The signalized intersection at Palm Avenue and Dennery Road operates at LOS E and the existing street segment of Palm Avenue between the I-805 SB ramps and NB ramps also operates at LOS E. These conditions are summarized in the Local Mobility Study.

### **4.2.2 Conditions Following Reorganization**

#### **Proposed Condition without Project in opening year 2024**

Under proposed conditions in the opening year without the Nakano project, all but three analyzed intersections and roadway segments operate at LOS D or better.

The signalized intersection at Palm Avenue and Dennery Road will operate at LOS E in the morning and at LOS F in the afternoon. The intersections of Palm Avenue and I-805 SB ramps and Palm Avenue at NB ramps will operate at a LOS E in the afternoon and the street segment of Palm Avenue between I-805 SB ramps to NB ramps will operate at LOS E.

#### **Proposed Condition with Project in opening year 2024**

Under the proposed condition in the opening year with the project, the project adds more than 50 peak hour turn moves or more than 500 daily trips to the study locations forecasted to operate at LOS E/F; and/or has the potential to exceed the existing turn lane storage capacities at the following locations:

- 1) Intersection of Palm Ave/I-805 SB Ramps:
  - a) Project would add 9PM Westbound lefts under LOS E and exceed existing storage under the Opening Year 2024 plus Project and under Horizon Year 2062 plus Project conditions.
  - b) No improvements are proposed because Caltrans has a circulated Environmental Assessment and a Ready to List (RTL) date of 6/1/2023.
- 2) Intersection of Palm Ave/Dennery Road.
  - a) Project would add 25AM & 109 PM Eastbound lefts under LOS F and exceed failing storage under Opening Year 2024 plus Project and Horizon Year 2062 plus Project conditions.
  - b) Project would add 100AM & 47 PM Southbound rights under LOS F and exceed existing storage under Opening Year 2024 plus Project and Horizon Year 2062 plus Project conditions.
  - c) City criteria states if project adds traffic and causes the 95<sup>th</sup> percentile queue to exceed storage, then consider lengthening the pocket. The Owner/Permittee proposes to extend

the left turn bay storage by an additional 80 feet to accommodate the forecasted 95<sup>th</sup> percentile queue. No improvement is proposed for the existing SB single right-turn lane because the total peak hour right turns do not exceed the City's criteria of 800 right turns to consider adding second right turn lane.

- 3) Intersection of Dennery Road/Red Coral Lane/Red Fin Lane:
  - a) Project would add 130PM peak hour EB U-turning vehicles and is forecasted to exceed the left turn storage bay of approximately 190 feet under Horizon Year 2062 plus Project conditions.
  - b) The Owner/Permittee proposes to extend the left turn bay storage by an additional 50 feet to accommodate the forecasted 95<sup>th</sup> percentile queue
- 4) Segment of Palm Ave between I-805 SB Ramps and I-805 NB Ramps:
  - a) Project adds 932 daily trips (2.5% of the total daily volume) under forecasted LOS E conditions on the existing 4 lane roadway under with Project Opening Year conditions.
  - b) Project adds 932 daily trips (2% of the total daily volume) under forecasted LOS F conditions after the Caltrans bridge widening under with Project Horizon Year conditions.
  - c) A fair share of 2.5% is proposed toward planned Caltrans Palm Avenue bridge widening to a 5 Lane Major configuration anticipated to be completed after year 2024.
  - d) No improvements are proposed because Caltrans has a circulated Environmental Assessment and a Ready to List (RTL) date of 6/1/2023.

In addition to these improvements that will be conditions of the Nakano project, the Otay Mesa FBA/DIF fees collected from the Nakano project will be used, in part, to finance the network of road improvements identified in the Otay Mesa Public Facilities Financing Plan and to contribute its fair share of the cost of constructing the roadway improvements completed to date.

### **4.3 Public Utilities**

The following discussion is based on the Water System Analysis for the Nakano project, prepared by Dexter Wilson Engineering, Inc. on June 21, 2022 and the Sewer Study for the Nakano project, prepared by Dexter Wilson on June 21, 2022.

#### **4.3.1 Water**

##### **Existing Conditions**

The proposed project site is currently within the OWD.

Physically, the OWD receives potable water from Pipeline Number (No.) 4 of the Second San Diego County Aqueduct and the La Mesa Sweetwater Extension (LMSE). The Otay WD potable water infrastructure consists of five primary operating systems; La Presa, Hillsdale, Regulatory, Central Area, and Otay Mesa Systems. Although the project site is located outside of these service systems, it would most likely be served by the Otay Mesa System.

The Otay Mesa System potable water demand is projected to increase from 35,288 acre-feet per year (afy) in 2005 to 75,108 afy in 2030. According to the Integrated Resource Plan OWD (2007), there is currently sufficient capacity to meet all OWD future demands through purchases of imported water from SDCWA.

As shown on the site plan, a 12-inch water line in the 365 Zone exists in Dennery Road. There is also 42-inch diameter transmission water line located in Dennery Road. However, this 42-inch transmission line is in the 490 Zone.

A 12-inch water line extends along the eastern site boundary that was previously used to transfer water between the City of San Diego 42-inch line and OWD in emergency situations.

### **Following Reorganization**

The City of San Diego would provide potable water service for the site upon annexation.

As described on the Water System Analysis for the Nakano project in the City of Chula Vista, prepared on June 21, 2022 by Dexter Wilson Engineering, Inc., about 400 feet of a new 12 inch 365 Zone public water main will be constructed in Dennery Road from the existing water regulating station that is located at Sand Star Way to the entrance of the Nakano project. This 12 inch main will tie into the existing 12 inch main in Dennery Road, located east of Sand Star Way. The proposed parallel 12 inch water main is necessary because the existing public water system is unable to supply the required fire hydrant flow. With the proposed parallel 12 inch water main, the fire flow requirement for the Nakano project will be satisfied.

Within the Nakano subdivision, a private domestic water system will be constructed that will consist of 8 inch, 6 inch and 4 inch water mains that will tie into the existing 12 inch water main in Dennery Road.

The private fire protection system will consist of a dual 8 inch fire service pipes that will tie into the existing 12inch water main and the new 12 inch water main in Dennery Road.

The Nakano project would not have a significant impact on water supply or facilities for the city of San Diego.

### **4.3.2 Sewer**

Upon annexation into the City of San Diego, the proposed project sewage waste would be conveyed to the Otay Mesa Trunk Sewer, which is operated by the City of San Diego. A sewer line currently extends east to west across the northern portion of the proposed site.

#### **Project Sewer**

#### **Existing Conditions**

The existing public sewer facilities that are located in the vicinity of the Nakano project include the City of San Diego Otay Valley Trunk Sewer which consists of a 27 inch gravity sewer main and an 18 inch gravity line which are located within the project site.

#### **Proposed Conditions**

Based on the sewer study for the Nakano project, prepared by Dexter Wilson Engineering, dated June 21, 2022, upon annexation to the City of San Diego and de-annexation from the City of Chula Vista and the Otay Water District, the proposed onsite 12 inch private sewer system would connect into the City of San Diego 27 inch Otay Valley Trunk Sewer which crosses the Otay River and extends onto the project site. A portion of the existing 18 inch and 27 inch gravity Otay Valley Trunk Sewer will have to be relocated into an easement along the north side of the

project boundary. Wastewater from the site would gravity flow from the proposed 12 inch private sewer to the proposed public sewer.

Based on current METRO regionwide Otay Mesa and Otay Valley sewer analyses, the Otay Valley Trunk Sewer has enough capacity available for the Nakano project to connect.

## **4.4 Population-based Improvements**

### **4.4.1 Libraries**

Library improvements are a “population-based” public improvement. In Otay Mesa, based on the adopted algorithm for public facility financing plans, only residential development is called upon to finance new library improvements. Otay Mesa is currently served by the existing library in the adjacent community of Nestor. Almost \$2,000,000 in FBA funds from Otay Mesa have already been expended to expand this library facility. In addition, the Public Facilities Financing Plan has identified a new library project, project no. L-2, which calls for a new Branch Library for Otay Mesa. This project will be funded entirely by FBA funds collected from new residential development.

Following annexation, the Otay Mesa FBA/DIF fees collected from the Nakano project, will be used, in part, to finance this new branch library and to contribute its fair share of the cost of improvements to the existing library at Nestor.

### **4.4.2 Park Improvements**

Park improvements, like libraries, are also “population-based” public improvements. As such, only residential development is called upon to finance new park improvements. Numerous park improvements are planned for the Otay Mesa community. One such park project is the Dennery Ranch Neighborhood Park, which is included in the Otay Mesa Public Facilities Financing Plan as project no. P-2.

This neighborhood park is currently under design and will be located just east of the Nakano project on Dennery Road.

To satisfy the population-based park requirements, the Project would pay the Citywide Park Development Impact Fee (CPDIF) to the City of Diego. Based on the residential unit mix of the project, the CPDIF would range from \$13,841 to \$15,379, depending on the square footage of each unit.

The project would emphasize trail connections to the OVRP for both residents and members of the surrounding community. An existing trail connection running along the western side of the project site would be retained and enhanced with decomposed granite surfacing to provide connection to the OVRP trail system. This existing trail would be separated from the development area by a small retaining wall and a composite split rail fence. Within the project site, a sidewalk would parallel the existing trail access adjacent to the private drive. In addition to the north-south trail connection, the project would provide connections to an east-west connection to the OVRP trail system. In addition to the existing western trail access that would remain, the project would provide two additional trail connections to the east-west trail north of the project boundary.

## **5.0 Conclusion**

The proposed reorganization of the Nakano Property can be accomplished without the need to expand any public facilities serving this area of the Otay Mesa Community in the City of San Diego. Approval of the Nakano Reorganization will help to provide additional housing opportunities and support the implementation of the OVRP. All circulation element roadways are existing and have been constructed to their ultimate width requirements. Police and Fire facilities are existing and adequate to provide service to the subject property. While the project itself would not directly lead to the need for new Fire facilities, the project would contribute to the cumulative environmental impact related to fire service. This contribution is considered less than significant since the Nakano project would be required to contribute a fair share contribution toward the DIF/ Facilities Benefit Assessment that would fund the needed fire station improvements.

Water and Sewer mains are also existing and adequate in size to support the proposed project. Population-based public improvements, e.g. parks and libraries, are currently programmed in the Otay Mesa Public Facilities Financing Plan.



**EXHIBIT F**  
**Fiscal Impact Analysis**

**[Attached behind this page]**



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## Memorandum

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**To:** Allen Kashani, TriPointe Homes  
**From:** Peter Piller, Managing Principal  
**Date:** April 2024  
**Re:** Nakano – Executive Summary of Fiscal Impact Analysis

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The proposed Nakano project (the “Project”) is a for-sale residential development consisting of 221 units. It is anticipated that the Project entitlements will be processed through the City of Chula Vista. The site is located alongside the 805 freeway at the southern edge of the City of Chula Vista, along the southern side of the Otay River, north of Palm Avenue along Dennerly Road. At the request of TriPointe Homes, the Project applicant (“Developer”), DPFG prepared a fiscal impact analysis using the City of Chula Vista’s time phased fiscal impact analysis model, dated November 2, 2023 (“City Model”) to estimate the fiscal impact of the Project on the City of Chula Vista (“City”) General Fund over a twenty-year time frame.

For purposes of preparing the most accurate fiscal impact analysis, the model analyzes development of all 221 residential units. The City Model was adjusted to incorporate the following assumptions:

- An increase in the assessed value of residential property due to turnover (resale) was estimated using an annual escalation factor of 3.5% which is consistent with the historical average of several recognized indices, including Case Shiller, California Association of Realtors, Federal Reserve and Zillow. Average turnover (resale) of eight (8) years was assumed for all residential units for the purpose of adjusting the assessed values to calculate property taxes. In addition to typical turnover, in order to reflect similar assessed value increases over the seven-year buildout of the residential portion of the Project, the initial (year 1) home price assumption is increased by 3.5% until the initial year of sale for each unit which is then assumed to be the initial base year value. Over the next 7 years the initial base year value escalates by 2% over the prior year, consistent with California Constitution Article XIII A Section 2(b). In year eight, the initial base year value is reset (second base year value) assuming a reset of the assessed value based on an annual escalation factor of 3.5% for 8 years applied to the initial base year value. This process of resetting the base year value repeats every eight years.
- A total reduction of 50% was used based on the location of nearby commercial centers located in the City of San Diego and the lack of direct access to commercial centers located in the City of Chula Vista. It is common for a fiscal impact analysis to adjust the capture percentage of the off-site sales tax when a project is located near the border of the City being analyzed as it is highly likely that the City will not capture all of the sales tax generated. For this analysis a majority of the commercial needs for the site will be addressed by local retail directly south of the Project which is located in the City of San Diego. Residents of the Project would also have to travel south and then go onto the freeway heading north to access City retail. Because of this we used a conservative 50% capture within the City of Chula Vista. Based on this the estimated sales tax amount generated of \$56,113 has been reduced by 50% to \$28,056.

- An adjustment to the fiscal impact analysis was made to reflect the additional anticipated costs to the Cities public safety category. Based on the location of the Project, if the City was responsible for serving the site, the most likely City fire station for service is Chula Vista Fire Department Station 9. This station is located significantly further away than the San Diego Fire-Rescue Department Station 6 which is located just on the other side of the 805 Freeway. We are also not aware of any current routes to patrol the site as it is undeveloped, and the route would require fire or police responders to leave the City of Chula Vista and enter the City of San Diego before reaching the Project. For these reasons we researched response times and the distance traveled. Per google maps the closest Chula Vista fire station is approximately 8 minutes away from the site with a total estimated travel time outside of the City of Chula Vista to be approximately 3 minutes. In order for the City of Chula Vista to service the site there would be an additional mile that the responders would need to travel outside of Chula Vista in order to reach the Project. This would result in an increase of approximately 33% of the total travel distance being outside of the City of Chula Vista. Because of this increase in travel distance outside the City of Chula Vista we used the same percentage increase in estimated cost. We then rounded the result to nearest 10<sup>th</sup> digit to derive a 30% increase. This additional burden to meet the required service levels is not reflected in the current City model and so an increase of 30% of the City Model anticipated public safety expenditures was added. Based on this, the estimated public safety budget of \$144,840 has been increased by \$43,452 for a total of \$188,292 to account for additional costs to serve the Project.

The results generated by the City Model, with the adjustments outlined above, indicate that the Project will be a burden and will generate a fiscal surplus for the first year but a deficit for the remaining 18 years resulting in a cumulative deficit over the 20-year projection period the City Model.

**Exhibits:**

Exhibit A: Nakano Summary of Adjusted Chula Vista Fiscal Impact Analysis Model

Exhibit B: City of Chula Vista Fiscal Impact Analysis Model

Exhibit C: Nakano Site Plan

Exhibit A:  
Nakano Summary of Adjusted Chula Vista Fiscal  
Impact Analysis Model

**Nakano**

**Summary of Adjustment to CV Fiscal Impact Analysis Model**

Total Project Net Revenue (Residential Turnover based on DDPG Turnover Model - Assumes 3.5% Escalation in new Home Pricing)

December 8, 2023

Draft

Year		1	2	3	4	5	6	7	8	9	10
Cumulative Residential AV - Inflated per CV Model		\$78,305,058	\$133,884,619	\$136,562,311	\$139,293,557	\$142,079,428	\$144,921,017	\$147,819,437	\$150,775,826	\$153,791,343	\$156,867,169
Revised Inflation Assuming 8 year Turnover (a)		78,305,058	134,678,934	137,372,513	140,119,963	142,922,362	145,780,810	148,696,426	164,835,265	177,346,438	180,893,366
Difference in Assessed Value		\$0	\$794,316	\$810,202	\$826,406	\$842,934	\$859,793	\$876,989	\$14,059,439	\$23,555,095	\$24,026,197
Total Residential Property Tax Increase Due to City	[1]	\$0	\$1,001	\$1,021	\$1,041	\$1,062	\$1,083	\$1,105	\$17,715	\$29,679	\$30,273
Total Residential Projected Net Revenue Before Turnover Adj.	[2]	\$87,623	\$122,251	\$104,841	\$97,074	\$95,181	\$93,442	\$91,197	\$89,386	\$88,173	\$90,726
<b>Total Residential Projected Net Revenue After Turnover Adj.</b>	<b>= [1] + [2]</b>	<b>\$87,623</b>	<b>\$123,252</b>	<b>\$105,862</b>	<b>\$98,116</b>	<b>\$96,243</b>	<b>\$94,525</b>	<b>\$92,302</b>	<b>\$107,100</b>	<b>\$117,852</b>	<b>\$120,999</b>
Sales Tax Revenue Adjustment	50%	(\$28,056)	(\$47,622)	(\$48,291)	(\$48,981)	(\$49,693)	(\$50,426)	(\$51,182)	(\$51,960)	(\$52,760)	(\$54,343)
Public Safety Expenditure Adjustment	30%	(\$43,452)	(\$81,364)	(\$88,648)	(\$93,063)	(\$95,645)	(\$98,247)	(\$101,064)	(\$103,804)	(\$106,425)	(\$109,159)
<b>Total Projected Net Rev. After Turnover and Sales Tax Adj. (b)</b>		<b>\$16,115</b>	<b>(\$5,734)</b>	<b>(\$31,076)</b>	<b>(\$43,929)</b>	<b>(\$49,095)</b>	<b>(\$54,149)</b>	<b>(\$59,944)</b>	<b>(\$48,663)</b>	<b>(\$41,333)</b>	<b>(\$42,502)</b>
Commercial Projected Net Revenue		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Project Projected Net Adjusted Revenue</b>		<b>\$16,115</b>	<b>(\$5,734)</b>	<b>(\$31,076)</b>	<b>(\$43,929)</b>	<b>(\$49,095)</b>	<b>(\$54,149)</b>	<b>(\$59,944)</b>	<b>(\$48,663)</b>	<b>(\$41,333)</b>	<b>(\$42,502)</b>
<b>Cumulative Adjusted Net Revenues</b>		<b>\$16,115</b>	<b>\$10,381</b>	<b>(\$20,696)</b>	<b>(\$64,625)</b>	<b>(\$113,719)</b>	<b>(\$167,868)</b>	<b>(\$227,812)</b>	<b>(\$276,475)</b>	<b>(\$317,808)</b>	<b>(\$360,311)</b>

Footnotes:

(a) Assumes 8 year turnover with 2.00% annual escalation and 3.50% escalation when re-assessed.

(b) Analysis assumes 50% of City model Sales tax is captured within the City of Chula Vista due to difficulties of access by Project Residents to City commercial

# Draft

**Nakano**

**Summary of Adjustment to CV Fiscal Impact Analysis Model**

Total Project Net Revenue (Residential Turnover based on DPFM Turnover Model - Assumes 3.5% Escalation in new Home Pricing)

December 8, 2023

Year		11	12	13	14	15	16	17	18	19	20
Cumulative Residential AV - Inflated per CV Model		\$160,004,513	\$163,204,603	\$166,468,695	\$169,798,069	\$173,194,030	\$176,657,911	\$180,191,069	\$183,794,891	\$187,470,788	\$191,220,204
Revised Inflation Assuming 8 year Turnover (a)		184,511,234	188,201,458	191,965,488	195,804,797	199,720,893	218,682,100	233,531,392	238,202,020	242,966,060	247,825,381
Difference in Assessed Value		\$24,506,721	\$24,996,855	\$25,496,792	\$26,006,728	\$26,526,863	\$42,024,189	\$53,340,323	\$54,407,129	\$55,495,272	\$56,605,177
Total Residential Property Tax Increase Due to City	[1]	\$30,878	\$31,496	\$32,126	\$32,768	\$33,424	\$52,950	\$67,209	\$68,553	\$69,924	\$71,323
Total Residential Projected Net Revenue Before Turnover Adj.	[2]	\$93,366	\$95,615	\$97,729	\$99,895	\$102,082	\$104,289	\$106,534	\$108,805	\$111,058	\$113,358
<b>Total Residential Projected Net Revenue After Turnover Adj.</b>	<b>= [1] + [2]</b>	<b>\$124,244</b>	<b>\$127,111</b>	<b>\$129,855</b>	<b>\$132,664</b>	<b>\$135,506</b>	<b>\$157,240</b>	<b>\$173,742</b>	<b>\$177,358</b>	<b>\$180,982</b>	<b>\$184,681</b>
Sales Tax Revenue Adjustment	50%	(\$55,973)	(\$57,652)	(\$59,382)	(\$61,163)	(\$62,998)	(\$64,888)	(\$66,835)	(\$68,840)	(\$70,905)	(\$73,032)
Public Safety Expenditure Adjustment	30%	(\$111,943)	(\$114,935)	(\$118,056)	(\$121,254)	(\$124,540)	(\$127,916)	(\$131,383)	(\$134,946)	(\$138,608)	(\$142,370)
<b>Total Projected Net Rev. After Turnover and Sales Tax Adj. (b)</b>		<b>(\$43,672)</b>	<b>(\$45,476)</b>	<b>(\$47,584)</b>	<b>(\$49,754)</b>	<b>(\$52,033)</b>	<b>(\$35,564)</b>	<b>(\$24,476)</b>	<b>(\$26,428)</b>	<b>(\$28,532)</b>	<b>(\$30,722)</b>
Commercial Projected Net Revenue		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Project Projected Net Adjusted Revenue</b>		<b>(\$43,672)</b>	<b>(\$45,476)</b>	<b>(\$47,584)</b>	<b>(\$49,754)</b>	<b>(\$52,033)</b>	<b>(\$35,564)</b>	<b>(\$24,476)</b>	<b>(\$26,428)</b>	<b>(\$28,532)</b>	<b>(\$30,722)</b>
<b>Cumulative Adjusted Net Revenues</b>		<b>(\$403,982)</b>	<b>(\$449,459)</b>	<b>(\$497,042)</b>	<b>(\$546,796)</b>	<b>(\$598,829)</b>	<b>(\$634,393)</b>	<b>(\$658,869)</b>	<b>(\$685,297)</b>	<b>(\$713,829)</b>	<b>(\$744,550)</b>

Footnotes:

(a) Assumes 8 year turnover with 2.00% annual escalation and 3.50% escalation when re-assessed.

(b) Analysis assumes 50% of City model Sales tax is captured within the City of Chula Vista due to difficulties of access by Project Residents to City commercial

**Nakano**  
**Total Assessed Value After Turnover**  
December 8, 2023

Draft

Year	Total Single Family Assessed Value After Turnover	Total Multi-Family Assessed Value After Turnover	Total Assessed Value
1	\$ 27,036,000	\$ 51,269,058	\$ 78,305,058
2	47,008,845	87,670,089	134,678,934
3	47,949,022	89,423,491	137,372,513
4	48,908,002	91,211,961	140,119,963
5	49,886,162	93,036,200	142,922,362
6	50,883,886	94,896,924	145,780,810
7	51,901,563	96,794,862	148,696,426
8	57,484,978	107,350,287	164,835,265
9	61,901,672	115,444,766	177,346,438
10	63,139,705	117,753,661	180,893,366
11	64,402,499	120,108,734	184,511,234
12	65,690,549	122,510,909	188,201,458
13	67,004,360	124,961,127	191,965,488
14	68,344,448	127,460,350	195,804,797
15	69,711,337	130,009,557	199,720,893
16	76,273,072	142,409,027	218,682,100
17	81,512,681	152,018,711	233,531,392
18	83,142,935	155,059,085	238,202,020
19	84,805,793	158,160,267	242,966,060
20	86,501,909	161,323,472	247,825,381

**Nakano**  
**Assessed Value and Reassessment Year - Breakdown by Absorption Year**  
 December 8, 2023

Draft

**SINGLE FAMILY UNITS**

Current Year	Year 5 Units (0 Units)		Year 6 Units (0 Units)		Total SF Assessed Value After Turnover
	Reassessment Year	Final Assessed Value	Reassessment Year	Final Assessed Value	
1		\$ -		\$ -	\$ 27,036,000
2		-		-	47,008,845
3		-		-	47,949,022
4		-		-	48,908,002
5		-		-	49,886,162
6		-		-	50,883,886
7		-		-	51,901,563
8		-		-	57,484,978
9		-		-	61,901,672
10		-		-	63,139,705
11		-		-	64,402,499
12	Assess	-		-	65,690,549
13		-	Assess	-	67,004,360
14		-		-	68,344,448
15		-		-	69,711,337
16		-		-	76,273,072
17		-		-	81,512,681
18		-		-	83,142,935
19		-		-	84,805,793
20	Assess	-		-	86,501,909

**MULTIFAMILY UNITS**

Current Year	Year 5 Units (0 Units)		Year 6 Units (0 Units)		Total MF Assessed Value After Turnover
	Reassessment Year	Final Assessed Value	Reassessment Year	Final Assessed Value	
1		\$ -		\$ -	\$ 51,269,058
2		-		-	87,670,089
3		-		-	89,423,491
4		-		-	91,211,961
5		-		-	93,036,200
6		-		-	94,896,924
7		-		-	96,794,862
8		-		-	107,350,287
9		-		-	115,444,766
10		-		-	117,753,661
11		-		-	120,108,734
12	Assess	-		-	122,510,909
13		-	Assess	-	124,961,127
14		-		-	127,460,350
15		-		-	130,009,557
16		-		-	142,409,027
17		-		-	152,018,711
18		-		-	155,059,085
19		-		-	158,160,267
20	Assess	-		-	161,323,472

Footnotes:

(a) Turnover calculations based on 3.50% escalation and turnover occurring every 8 years. Assumes 2.00% escalation when no turnover event occurs.



**Nakano**  
**Initial Home Value by Year**  
*Assumes 3.50% Annual Appreciation* **Draft**  
 December 8, 2023

Year	1	2	3	4	5	6	7	8	9	10
Single Family										
SF Unit Absorption	36	25	-	-	-	-	-	-	-	-
SF AV of Single unit	\$ 751,000	\$ 777,285	\$ 804,490	\$ 832,647	\$ 861,790	\$ 891,952	\$ 923,171	\$ 955,482	\$ 988,924	\$ 1,023,536
Multi-Family										
MF Unit Absorption	96	64	-	-	-	-	-	-	-	-
MF AV of Single unit	\$ 534,053	\$ 552,745	\$ 572,091	\$ 592,114	\$ 612,838	\$ 634,287	\$ 656,487	\$ 679,464	\$ 703,245	\$ 727,859

Exhibit B:  
City of Chula Vista Fiscal Impact Analysis Model



**Population**

Year	1	2	3	4	5	6	7
Single Family Residential	101	171	171	171	171	171	171
Multi-Family Residential	269	448	448	448	448	448	448
<b>Total (Per Capita Base)</b>	<b>370</b>	<b>619</b>	<b>619</b>	<b>619</b>	<b>619</b>	<b>619</b>	<b>619</b>
Employment Population	18	31	31	31	31	31	31
<b>Totals</b>	<b>388</b>	<b>650</b>	<b>650</b>	<b>650</b>	<b>650</b>	<b>650</b>	<b>650</b>

**Number of Homes**

Single Family Residential	36	61	61	61	61	61	61
Multi-Family Residential	96	160	160	160	160	160	160
<b>Totals</b>	<b>132</b>	<b>221</b>	<b>221</b>	<b>221</b>	<b>221</b>	<b>221</b>	<b>221</b>

Year	1	2	3	4	5	6	7
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**General Fund Revenues**

Tax Revenues															
Property Tax	AV	\$	98,664	\$	168,695	\$	172,069	\$	175,510	\$	179,020	\$	182,600	\$	186,252
Sales and Use Tax	Per Capita		56,113		95,243		96,582		97,962		99,386		100,853		102,363
<i>Sales and Use Tax - Project Specific</i>	<i>Project Specific</i>		-		-		-		-		-		-		-
Transient Occupancy Tax	Per Capita		11,456		19,425		19,474		19,528		19,587		19,651		19,720
Property Tax In-Lieu of VLF	Project Specific		68,086		116,648		118,987		121,373		123,808		126,290		128,823
Franchise Fees	Per Capita		18,143		30,496		30,624		30,760		30,904		31,056		31,215
Other Taxes	Per Capita		8,398		14,331		14,238		14,013		13,840		13,673		13,510
<i>Subtotal Tax Revenues</i>			<b>260,859</b>		<b>444,836</b>		<b>451,973</b>		<b>459,147</b>		<b>466,545</b>		<b>474,123</b>		<b>481,884</b>
Other Revenues	Per Capita		4,768		3,398		3,505		3,647		3,592		3,539		3,487
Licenses and Permits	Per Capita		2,444		3,593		3,608		3,625		3,570		3,517		3,466
Fines, forfeitures, penalties	Per Capita		1,286		2,825		2,837		2,850		2,807		2,766		2,725
Use of Money & Property	Per Capita		4,756		7,837		7,716		7,598		7,484		7,373		7,266
Charges for Services	No Forecast		-		-		-		-		-		-		-
Intergovernmental	Per Capita		1,997		4,869		4,889		4,911		4,837		4,766		4,696
<i>Subtotal Other Revenues</i>			<b>15,250</b>		<b>22,523</b>		<b>22,555</b>		<b>22,631</b>		<b>22,291</b>		<b>21,961</b>		<b>21,641</b>
<b>Total General Fund Revenues</b>		<b>\$</b>	<b>276,110</b>	<b>\$</b>	<b>467,359</b>	<b>\$</b>	<b>474,529</b>	<b>\$</b>	<b>481,777</b>	<b>\$</b>	<b>488,835</b>	<b>\$</b>	<b>496,084</b>	<b>\$</b>	<b>503,524</b>

**General Fund Expenditures**

General Government	Per Capita	\$	5,433	\$	9,408	\$	9,523	\$	9,637	\$	9,769	\$	9,889	\$	10,002
Community Development (20%)	Per Capita		592		1,025		1,037		1,050		1,064		1,077		1,089
Public Works/Engineering (20%)	Per Capita		5,197		9,000		9,110		9,219		9,345		9,460		9,568
<b>PC/EMP Base</b>															
Drainage Management System	\$	26.50	9,966	16,686	16,686	16,686	16,686	16,686	16,686	16,686	16,686	16,686	16,686	16,686	16,686
Building Management System		4.10	1,540	2,579	2,579	2,579	2,579	2,579	2,579	2,579	2,579	2,579	2,579	2,579	2,579
Parks Management System		15.68	5,895	9,870	9,870	9,870	9,870	9,870	9,870	9,870	9,870	9,870	9,870	9,870	9,870
Open Space Management System		6.72	2,527	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230
Fleet Management System		3.73	1,404	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350
Pavement Annual (PMP)		14.18	5,334	8,930	8,930	8,930	8,930	8,930	8,930	8,930	8,930	8,930	8,930	8,930	8,930
General Govt Management System		0.65	246	411	411	411	411	411	411	411	411	411	411	411	411
Urban Forestry Management System		6.72	2,527	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230
	\$	78.28	<b>29,438</b>	<b>49,287</b>	<b>49,287</b>	<b>49,287</b>	<b>49,287</b>	<b>49,287</b>	<b>49,287</b>	<b>49,287</b>	<b>49,287</b>	<b>49,287</b>	<b>49,287</b>	<b>49,287</b>	<b>49,287</b>
Community Services	Per Capita		2,987		5,174		5,237		5,299		5,372		5,438		5,500
Public Safety:															
Police Services	Project Specific		87,997		171,100		164,954		173,349		178,226		183,147		188,482
Fire Services	Project Specific		52,146		91,980		122,306		128,530		132,146		135,795		139,751
Animal Control Services	Per Capita		4,697		8,134		8,233		8,332		8,446		8,550		8,647
<i>Total Public Safety</i>			<b>144,840</b>		<b>271,214</b>		<b>295,493</b>		<b>310,211</b>		<b>318,818</b>		<b>327,491</b>		<b>336,881</b>
<b>Total General Fund Expenditures</b>		<b>\$</b>	<b>188,487</b>	<b>\$</b>	<b>345,108</b>	<b>\$</b>	<b>369,687</b>	<b>\$</b>	<b>384,703</b>	<b>\$</b>	<b>393,654</b>	<b>\$</b>	<b>402,642</b>	<b>\$</b>	<b>412,327</b>

<b>Projected Net Revenues/(Shortfall)</b>	<b>\$87,623</b>	<b>\$122,251</b>	<b>\$104,841</b>	<b>\$97,074</b>	<b>\$95,181</b>	<b>\$93,442</b>	<b>\$91,197</b>
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**Population**

Year	8	9	10	11	12	13	14	15
Single Family Residential	171	171	171	171	171	171	171	171
Multi-Family Residential	448	448	448	448	448	448	448	448
Total (Per Capita Base)	619	619	619	619	619	619	619	619
Employment Population	31	31	31	31	31	31	31	31
Totals	650	650	650	650	650	650	650	650
<b>Number of Homes</b>								
Single Family Residential	61	61	61	61	61	61	61	61
Multi-Family Residential	160	160	160	160	160	160	160	160
Totals	221	221	221	221	221	221	221	221

**General Fund Revenues**

Year	8	9	10	11	12	13	14	15	
<b>Tax Revenues</b>									
Property Tax	AV	\$ 189,978	\$ 193,777	\$ 197,653	\$ 201,606	\$ 205,638	\$ 209,751	\$ 213,946	\$ 218,224
Sales and Use Tax	Per Capita	103,919	105,520	108,686	111,946	115,305	118,764	122,327	125,997
<i>Sales and Use Tax - Project Specific</i>	<i>Project Specific</i>	-	-	-	-	-	-	-	-
Transient Occupancy Tax	Per Capita	19,793	19,871	20,468	21,082	21,714	22,365	23,036	23,728
Property Tax In-Lieu of VLF	Project Specific	131,406	134,041	136,728	139,469	142,265	145,117	148,026	150,993
Franchise Fees	Per Capita	31,382	31,556	32,503	33,478	34,482	35,516	36,582	37,679
Other Taxes	Per Capita	13,352	13,199	13,595	14,003	14,423	14,856	15,302	15,761
<i>Subtotal Tax Revenues</i>		<i>489,830</i>	<i>497,965</i>	<i>509,632</i>	<i>521,584</i>	<i>533,827</i>	<i>546,370</i>	<i>559,219</i>	<i>572,382</i>
Other Revenues	Per Capita	3,437	3,389	3,490	3,595	3,703	3,814	3,928	4,046
Licenses and Permits	Per Capita	3,416	3,368	3,469	3,573	3,680	3,790	3,904	4,021
Fines, forfeitures, penalties	Per Capita	2,686	2,648	2,727	2,809	2,894	2,980	3,070	3,162
Use of Money & Property	Per Capita	7,161	7,060	7,272	7,490	7,715	7,946	8,184	8,430
Charges for Services	No Forecast	-	-	-	-	-	-	-	-
Intergovernmental	Per Capita	4,629	4,563	4,700	4,841	4,986	5,136	5,290	5,449
<i>Subtotal Other Revenues</i>		<i>21,330</i>	<i>21,027</i>	<i>21,658</i>	<i>22,308</i>	<i>22,977</i>	<i>23,667</i>	<i>24,377</i>	<i>25,108</i>
<b>Total General Fund Revenues</b>		<b>\$ 511,160</b>	<b>\$ 518,992</b>	<b>\$ 531,290</b>	<b>\$ 543,892</b>	<b>\$ 556,805</b>	<b>\$ 570,036</b>	<b>\$ 583,595</b>	<b>\$ 597,490</b>

**General Fund Expenditures**

General Government	Per Capita	\$ 10,122	\$ 10,240	\$ 10,482	\$ 10,743	\$ 11,007	\$ 11,279	\$ 11,559	\$ 11,848
Community Development (20%)	Per Capita	1,102	1,115	1,142	1,170	1,199	1,228	1,259	1,290
Public Works/Engineering (20%)	Per Capita	9,683	9,796	10,027	10,277	10,530	10,790	11,058	11,334
<b>PC/EMP Base</b>									
Drainage Management System	\$ 26.50	16,686	16,686	16,686	16,686	16,686	16,686	16,686	16,686
Building Management System	4.10	2,579	2,579	2,579	2,579	2,579	2,579	2,579	2,579
Parks Management System	15.68	9,870	9,870	9,870	9,870	9,870	9,870	9,870	9,870
Open Space Management System	6.72	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230
Fleet Management System	3.73	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350
Pavement Annual (PMP)	14.18	8,930	8,930	8,930	8,930	8,930	8,930	8,930	8,930
General Govt Management System	0.65	411	411	411	411	411	411	411	411
Urban Forestry Management System	6.72	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230
	\$ 78.28	49,287	49,287	49,287	49,287	49,287	49,287	49,287	49,287
Community Services	Per Capita	5,566	5,631	5,764	5,907	6,053	6,202	6,356	6,515
<b>Public Safety:</b>									
Police Services	Project Specific	193,668	198,509	203,472	208,559	213,773	219,117	224,595	230,210
Fire Services	Project Specific	143,595	147,388	151,329	155,296	159,826	164,653	169,593	174,681
Animal Control Services	Per Capita	8,751	8,853	9,062	9,288	9,516	9,751	9,994	10,243
<i>Total Public Safety</i>		<i>346,014</i>	<i>354,750</i>	<i>363,863</i>	<i>373,143</i>	<i>383,115</i>	<i>393,521</i>	<i>404,181</i>	<i>415,134</i>
<b>Total General Fund Expenditures</b>		<b>\$ 421,774</b>	<b>\$ 430,819</b>	<b>\$ 440,564</b>	<b>\$ 450,526</b>	<b>\$ 461,190</b>	<b>\$ 472,307</b>	<b>\$ 483,700</b>	<b>\$ 495,408</b>

<b>Projected Net Revenues/(Shortfall)</b>	<b>\$89,386</b>	<b>\$88,173</b>	<b>\$90,726</b>	<b>\$93,366</b>	<b>\$95,615</b>	<b>\$97,729</b>	<b>\$99,895</b>	<b>\$102,082</b>
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**Population**

Year	16	17	18	19	20
Single Family Residential	171	171	171	171	171
Multi-Family Residential	448	448	448	448	448
Total (Per Capita Base)	619	619	619	619	619
Employment Population	31	31	31	31	31
Totals	650	650	650	650	650

**Number of Homes**

Single Family Residential	61	61	61	61	61
Multi-Family Residential	160	160	160	160	160
Totals	221	221	221	221	221

Year	16	17	18	19	20
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**General Fund Revenues**

**Tax Revenues**

Property Tax	AV	\$ 222,589	\$ 227,041	\$ 231,582	\$ 236,213	\$ 240,937
Sales and Use Tax	Per Capita	129,777	133,670	137,680	141,810	146,065
<i>Sales and Use Tax - Project Specific</i>	<i>Project Specific</i>	-	-	-	-	-
Transient Occupancy Tax	Per Capita	24,439	25,173	25,928	26,706	27,507
Property Tax In-Lieu of VLF	Project Specific	154,020	157,107	160,256	163,467	166,743
Franchise Fees	Per Capita	38,810	39,974	41,173	42,408	43,681
Other Taxes	Per Capita	16,234	16,721	17,222	17,739	18,271
<i>Subtotal Tax Revenues</i>		<u>585,868</u>	<u>599,685</u>	<u>613,840</u>	<u>628,344</u>	<u>643,204</u>
Other Revenues	Per Capita	4,168	4,293	4,421	4,554	4,691
Licenses and Permits	Per Capita	4,142	4,266	4,394	4,526	4,662
Fines, forfeitures, penalties	Per Capita	3,257	3,354	3,455	3,559	3,666
Use of Money & Property	Per Capita	8,683	8,943	9,212	9,488	9,773
Charges for Services	No Forecast	-	-	-	-	-
Intergovernmental	Per Capita	5,612	5,780	5,954	6,132	6,316
<i>Subtotal Other Revenues</i>		<u>25,861</u>	<u>26,637</u>	<u>27,436</u>	<u>28,259</u>	<u>29,107</u>
<b>Total General Fund Revenues</b>		<b>\$ 611,729</b>	<b>\$ 626,322</b>	<b>\$ 641,276</b>	<b>\$ 656,603</b>	<b>\$ 672,311</b>

**General Fund Expenditures**

General Government	Per Capita	\$ 12,146	\$ 12,448	\$ 12,758	\$ 13,088	\$ 13,420
Community Development (20%)	Per Capita	1,323	1,356	1,389	1,425	1,462
Public Works/Engineering (20%)	Per Capita	11,619	11,908	12,204	12,520	12,838
	<b>PC/EMP Base</b>					
Drainage Management System	\$ 26.50	16,686	16,686	16,686	16,686	16,686
Building Management System	4.10	2,579	2,579	2,579	2,579	2,579
Parks Management System	15.68	9,870	9,870	9,870	9,870	9,870
Open Space Management System	6.72	4,230	4,230	4,230	4,230	4,230
Fleet Management System	3.73	2,350	2,350	2,350	2,350	2,350
Pavement Annual (PMP)	14.18	8,930	8,930	8,930	8,930	8,930
General Govt Management System	0.65	411	411	411	411	411
Urban Forestry Management System	6.72	4,230	4,230	4,230	4,230	4,230
	<u>\$ 78.28</u>	<u>49,287</u>	<u>49,287</u>	<u>49,287</u>	<u>49,287</u>	<u>49,287</u>
Community Services	Per Capita	6,679	6,845	7,015	7,197	7,380
Public Safety:						
Police Services	Project Specific	235,965	241,864	247,911	254,109	260,461
Fire Services	Project Specific	179,921	185,319	190,878	196,604	202,503
Animal Control Services	Per Capita	10,501	10,762	11,030	11,315	11,603
<i>Total Public Safety</i>		<u>426,387</u>	<u>437,945</u>	<u>449,819</u>	<u>462,028</u>	<u>474,566</u>
<b>Total General Fund Expenditures</b>		<b>\$ 507,440</b>	<b>\$ 519,788</b>	<b>\$ 532,472</b>	<b>\$ 545,545</b>	<b>\$ 558,953</b>

<b>Projected Net Revenues/(Shortfall)</b>	<b>\$104,289</b>	<b>\$106,534</b>	<b>\$108,805</b>	<b>\$111,058</b>	<b>\$113,358</b>
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Year



**Property Tax Analysis**

**Residential Units**

**Single Family Residential**

Total Cumulative SFR Units	61	36	61	61	61	61	61	61
Total Cumulative Residents	2.80	101	171	171	171	171	171	171
Percentage Complete		59%	100%	100%	100%	100%	100%	100%
Constructed Assessed Values	\$45,811,000	\$27,036,000	\$45,811,000	\$45,811,000	\$45,811,000	\$45,811,000	\$45,811,000	\$45,811,000

**Multi-Family Residential - Attached Townhomes**

Total Cumulative MFR Units	160	96	160	160	160	160	160	160
Total Cumulative Residents	2.80	269	448	448	448	448	448	448
Percentage Complete		60%	100%	100%	100%	100%	100%	100%
Constructed Assessed Values	\$85,448,430	\$51,269,058	\$85,448,430	\$85,448,430	\$85,448,430	\$85,448,430	\$85,448,430	\$85,448,430

**Total Cumulative Residents**

	370	619	619	619	619	619	619	619
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**Commercial**

Percentage Complete		0%	0%	0%	0%	0%	0%	0%
Constructed Assessed Values	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Industrial**

Percentage Complete		0%	0%	0%	0%	0%	0%	0%
Constructed Assessed Values	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Office**

Percentage Complete		0%	0%	0%	0%	0%	0%	0%
Constructed Assessed Values	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Hotel**

Percentage Complete		0%	0%	0%	0%	0%	0%	0%
Constructed Assessed Values	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Constructed Assessed Values**

Total Current Period Assessed Value Additions		\$ 78,305,058	\$ 131,259,430	\$ 131,259,430	\$ 131,259,430	\$ 131,259,430	\$ 131,259,430	\$ 131,259,430
Inflation Factor	2.00%	100.00%	102.00%	104.04%	106.12%	108.24%	110.41%	112.62%
Total AV - Inflated		\$78,305,058	\$133,884,619	\$136,562,311	\$139,293,557	\$142,079,428	\$144,921,017	\$147,819,437
Cumulative AV (w/o Prior Years Inflation)		\$78,305,058	\$133,884,619	\$136,562,311	\$139,293,557	\$142,079,428	\$144,921,017	\$147,819,437
Prior Years AV Inflation Factor	2.00%	0.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Prior Years AV Inflation Amount		\$0	\$0	\$0	\$0	\$0	\$0	\$0

**Cumulative Residential AV - Inflated**

	\$78,305,058	\$133,884,619	\$136,562,311	\$139,293,557	\$142,079,428	\$144,921,017	\$147,819,437
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**Property Tax Revenue Estimate**

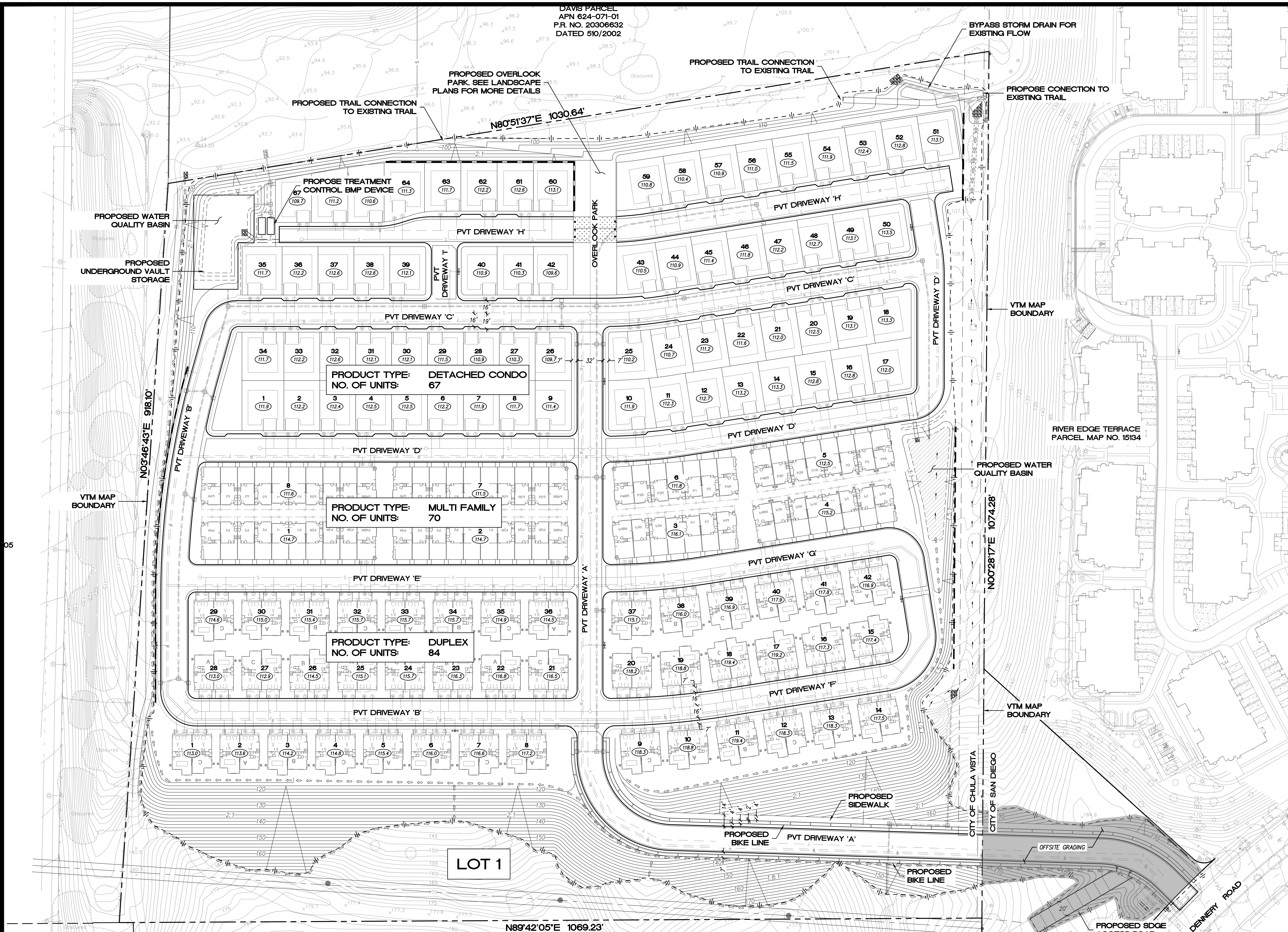
Ad-Valorem	1.00%	\$ 783,051	\$ 1,338,846	\$ 1,365,623	\$ 1,392,936	\$ 1,420,794	\$ 1,449,210	\$ 1,478,194
<b>Total AV Tax Due to City</b>	<b>12.60%</b>	<b>\$98,664</b>	<b>\$168,695</b>	<b>\$172,069</b>	<b>\$175,510</b>	<b>\$179,020</b>	<b>\$182,600</b>	<b>\$186,252</b>

Year	8	9	10	11	12	13	14
<b>Property Tax Analysis</b>							
<b>Residential Units</b>							
<b>Single Family Residential</b>							
Total Cumulative SFR Units	61	61	61	61	61	61	61
Total Cumulative Residents	171	171	171	171	171	171	171
Percentage Complete	100%	100%	100%	100%	100%	100%	100%
Constructed Assessed Values	\$45,811,000	\$45,811,000	\$45,811,000	\$45,811,000	\$45,811,000	\$45,811,000	\$45,811,000
<b>Multi-Family Residential - Attached Townhomes</b>							
Total Cumulative MFR Units	160	160	160	160	160	160	160
Total Cumulative Residents	448	448	448	448	448	448	448
Percentage Complete	100%	100%	100%	100%	100%	100%	100%
Constructed Assessed Values	\$85,448,430	\$85,448,430	\$85,448,430	\$85,448,430	\$85,448,430	\$85,448,430	\$85,448,430
<b>Total Cumulative Residents</b>	<b>619</b>	<b>619</b>	<b>619</b>	<b>619</b>	<b>619</b>	<b>619</b>	<b>619</b>
<b>Commercial</b>							
Percentage Complete	0%	0%	0%	0%	0%	0%	0%
Constructed Assessed Values	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Industrial</b>							
Percentage Complete	0%	0%	0%	0%	0%	0%	0%
Constructed Assessed Values	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Office</b>							
Percentage Complete	0%	0%	0%	0%	0%	0%	0%
Constructed Assessed Values	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Hotel</b>							
Percentage Complete	0%	0%	0%	0%	0%	0%	0%
Constructed Assessed Values	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Constructed Assessed Values</b>							
Total Current Period Assessed Value Additions	\$ 131,259,430	\$ 131,259,430	\$ 131,259,430	\$ 131,259,430	\$ 131,259,430	\$ 131,259,430	\$ 131,259,430
Inflation Factor	114.87%	117.17%	119.51%	121.90%	124.34%	126.82%	129.36%
Total AV - Inflated	\$150,775,826	\$153,791,343	\$156,867,169	\$160,004,513	\$163,204,603	\$166,468,695	\$169,798,069
Cumulative AV (w/o Prior Years Inflation)	\$150,775,826	\$153,791,343	\$156,867,169	\$160,004,513	\$163,204,603	\$166,468,695	\$169,798,069
Prior Years AV Inflation Factor	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Prior Years AV Inflation Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Cumulative Residential AV - Inflated</b>	<b>\$150,775,826</b>	<b>\$153,791,343</b>	<b>\$156,867,169</b>	<b>\$160,004,513</b>	<b>\$163,204,603</b>	<b>\$166,468,695</b>	<b>\$169,798,069</b>
<b>Property Tax Revenue Estimate</b>							
Ad-Valorem	\$ 1,507,758	\$ 1,537,913	\$ 1,568,672	\$ 1,600,045	\$ 1,632,046	\$ 1,664,687	\$ 1,697,981
<b>Total AV Tax Due to City</b>	<b>\$189,978</b>	<b>\$193,777</b>	<b>\$197,653</b>	<b>\$201,606</b>	<b>\$205,638</b>	<b>\$209,751</b>	<b>\$213,946</b>

Year	15	16	17	18	19	20
<b>Property Tax Analysis</b>						
<b>Residential Units</b>						
<b>Single Family Residential</b>						
Total Cumulative SFR Units	61	61	61	61	61	61
Total Cumulative Residents	171	171	171	171	171	171
Percentage Complete	100%	100%	100%	100%	100%	100%
Constructed Assessed Values	\$45,811,000	\$45,811,000	\$45,811,000	\$45,811,000	\$45,811,000	\$45,811,000
<b>Multi-Family Residential - Attached Townhomes</b>						
Total Cumulative MFR Units	160	160	160	160	160	160
Total Cumulative Residents	448	448	448	448	448	448
Percentage Complete	100%	100%	100%	100%	100%	100%
Constructed Assessed Values	\$85,448,430	\$85,448,430	\$85,448,430	\$85,448,430	\$85,448,430	\$85,448,430
<b>Total Cumulative Residents</b>	<b>619</b>	<b>619</b>	<b>619</b>	<b>619</b>	<b>619</b>	<b>619</b>
<b>Commercial</b>						
Percentage Complete	0%	0%	0%	0%	0%	0%
Constructed Assessed Values	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Industrial</b>						
Percentage Complete	0%	0%	0%	0%	0%	0%
Constructed Assessed Values	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Office</b>						
Percentage Complete	0%	0%	0%	0%	0%	0%
Constructed Assessed Values	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Hotel</b>						
Percentage Complete	0%	0%	0%	0%	0%	0%
Constructed Assessed Values	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Constructed Assessed Values</b>						
Total Current Period Assessed Value Additions	\$ 131,259,430	\$ 131,259,430	\$ 131,259,430	\$ 131,259,430	\$ 131,259,430	\$ 131,259,430
Inflation Factor	131.95%	134.59%	137.28%	140.02%	142.82%	145.68%
Total AV - Inflated	\$173,194,030	\$176,657,911	\$180,191,069	\$183,794,891	\$187,470,788	\$191,220,204
Cumulative AV (w/o Prior Years Inflation)	\$173,194,030	\$176,657,911	\$180,191,069	\$183,794,891	\$187,470,788	\$191,220,204
Prior Years AV Inflation Factor	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Prior Years AV Inflation Amount	\$0	\$0	\$0	\$0	\$0	\$0
<b>Cumulative Residential AV - Inflated</b>	<b>\$173,194,030</b>	<b>\$176,657,911</b>	<b>\$180,191,069</b>	<b>\$183,794,891</b>	<b>\$187,470,788</b>	<b>\$191,220,204</b>
<b>Property Tax Revenue Estimate</b>						
Ad-Valorem	\$ 1,731,940	\$ 1,766,579	\$ 1,801,911	\$ 1,837,949	\$ 1,874,708	\$ 1,912,202
<b>Total AV Tax Due to City</b>	<b>\$218,224</b>	<b>\$222,589</b>	<b>\$227,041</b>	<b>\$231,582</b>	<b>\$236,213</b>	<b>\$240,937</b>



Exhibit C:  
Nakano Site Plan and Site Utilization Summary



DAVIS PARCEL  
APN 624-071-01  
P.R. NO. 20306632  
DATED 5/10/2002

PROPOSED TRAIL CONNECTION TO EXISTING TRAIL

PROPOSED TRAIL CONNECTION TO EXISTING TRAIL

PROPOSED TRAIL CONNECTION TO EXISTING TRAIL

PROPOSED CONNECTION TO EXISTING TRAIL

PROPOSED TREATMENT CONTROL BMP DEVICE

PROPOSED WATER QUALITY BASIN

PROPOSED UNDERGROUND VAULT STORAGE

OVERLOOK PARK

VTM MAP BOUNDARY

RIVER EDGE TERRACE  
PARCEL MAP NO. 15134

PROPOSED WATER QUALITY BASIN

VTM MAP BOUNDARY

PRODUCT TYPE: DETACHED CONDO  
NO. OF UNITS: 67

PRODUCT TYPE: MULTI FAMILY  
NO. OF UNITS: 70

PRODUCT TYPE: DUPLEX  
NO. OF UNITS: 84

N00°28'17"E 1074.28'

VTM MAP BOUNDARY

LOT 1

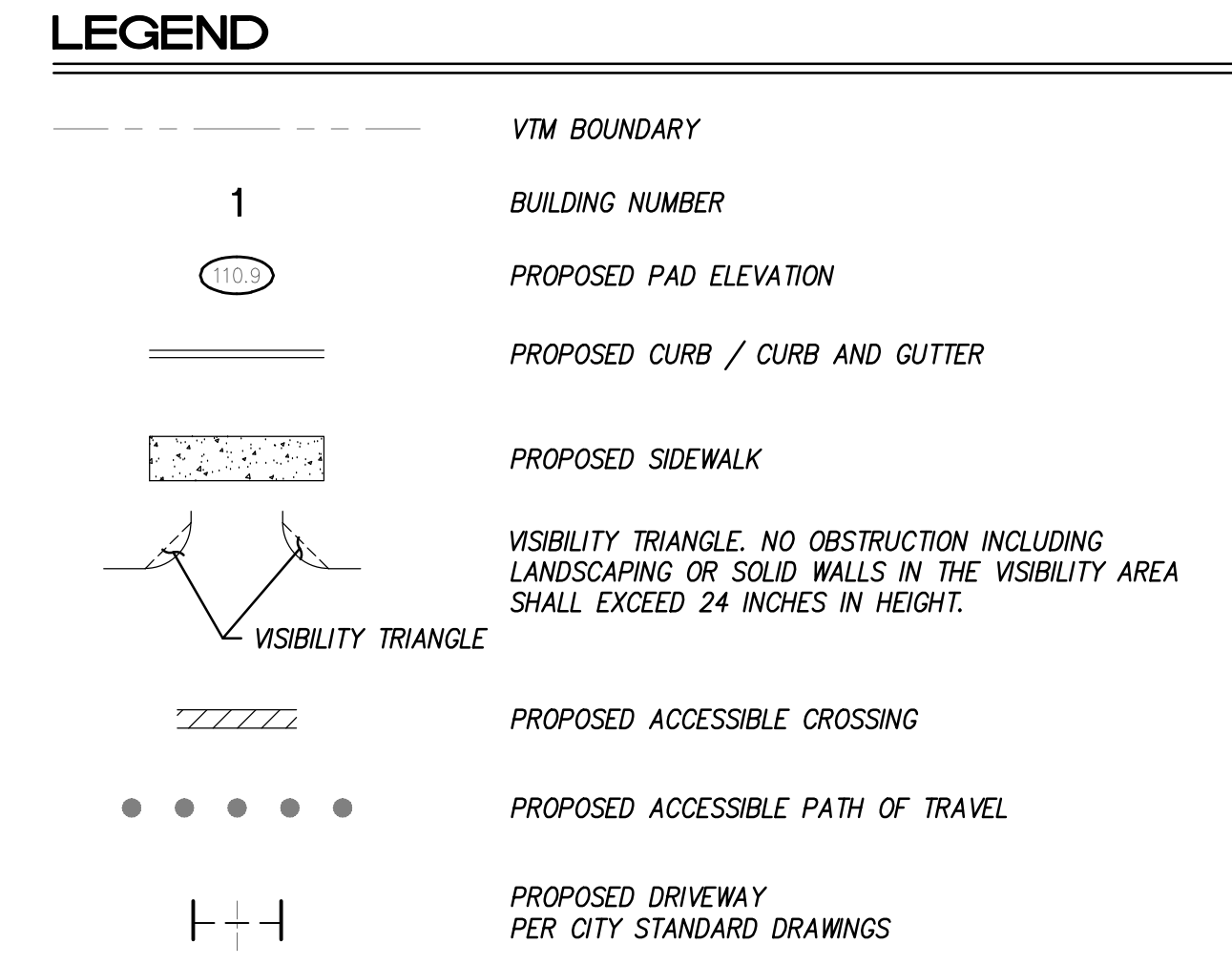
N89°42'05"E 1069.23'

CITY OF CHULA VISTA  
CITY OF SAN DIEGO

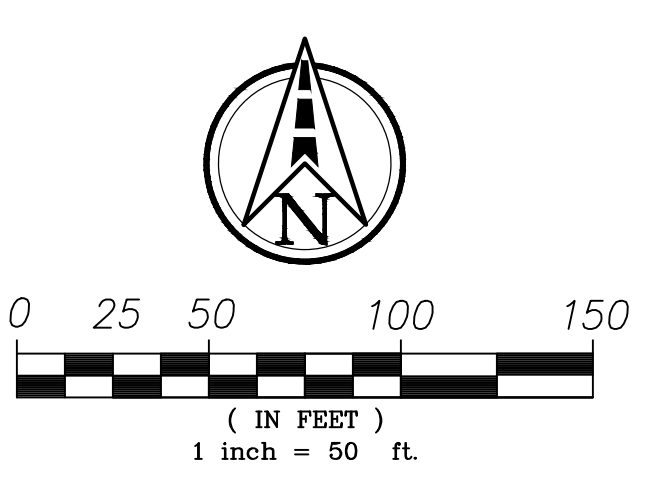
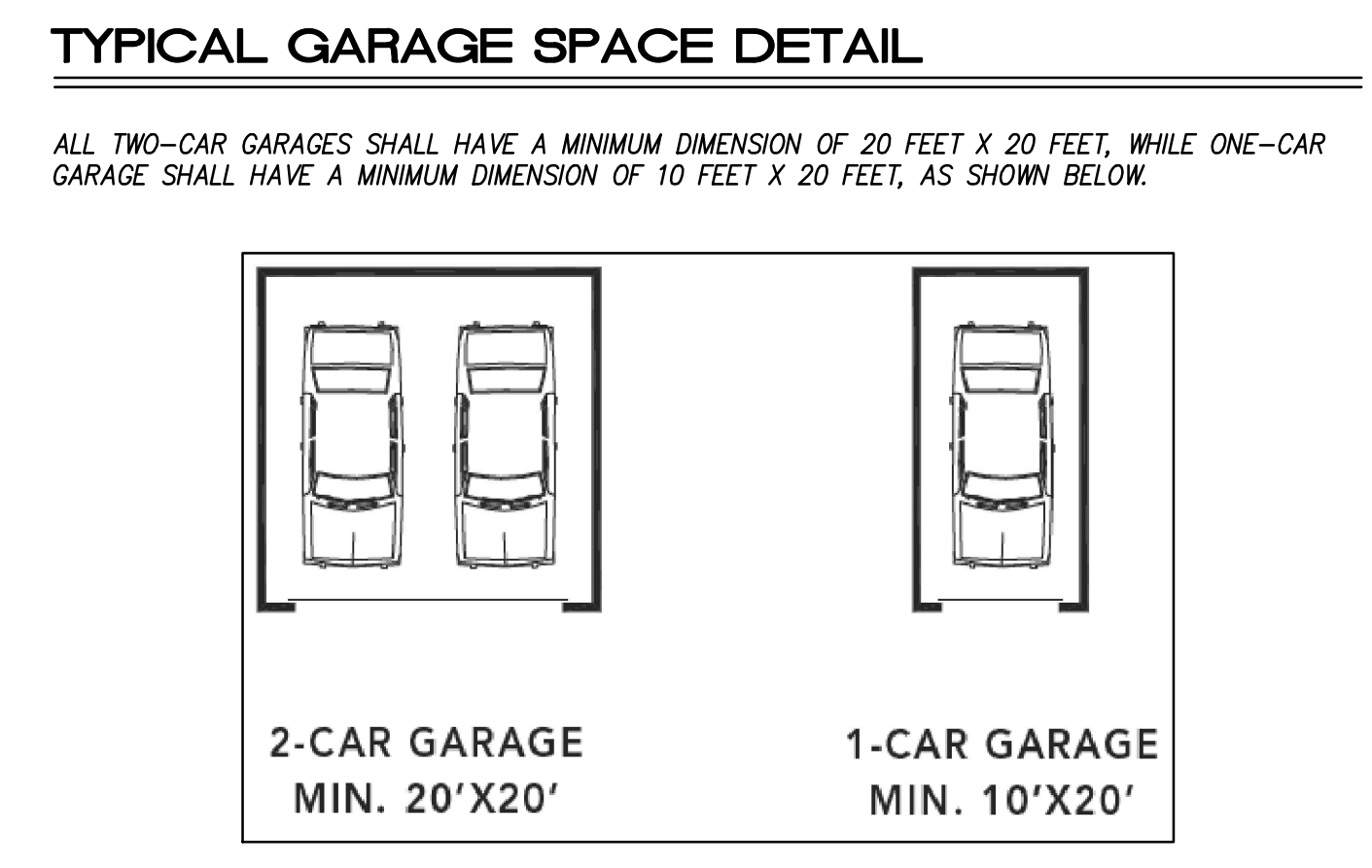
PARCEL MAP NO. 17794  
R.O.S. 11135



PREPARED BY: HENRY H. PENG  
R.C.E. 63686



- ### GENERAL NOTES
1. EMRA - ENCROACHMENT MAINTENANCE REMOVAL AGREEMENT (EMRA) SHALL BE REQUIRED FOR ALL PRIVATE IMPROVEMENTS INCLUDING BUT NOT LIMITED TO UTILITIES, LANDSCAPE, IRRIGATION, AND OTHER MISCELLANEOUS STRUCTURES WITH IN THE PUBLIC RIGHT-OF-WAY IF DEEMED ALLOWABLE BY THE CITY ENGINEER.
  2. VISIBILITY AREA - NO OBSTRUCTION INCLUDING SOLID WALLS IN THE VISIBILITY AREA SHALL EXCEED 3 FEET IN HEIGHT. PLANT MATERIAL OTHER THAN TREES, WITHIN THE PUBLIC RIGHT-OF-WAY THAT IS LOCATED WITHIN THE VISIBILITY AREAS SHALL NOT EXCEED 24 INCHES IN HEIGHT, MEASURED FROM THE TOP OF THE ADJACENT CURB.



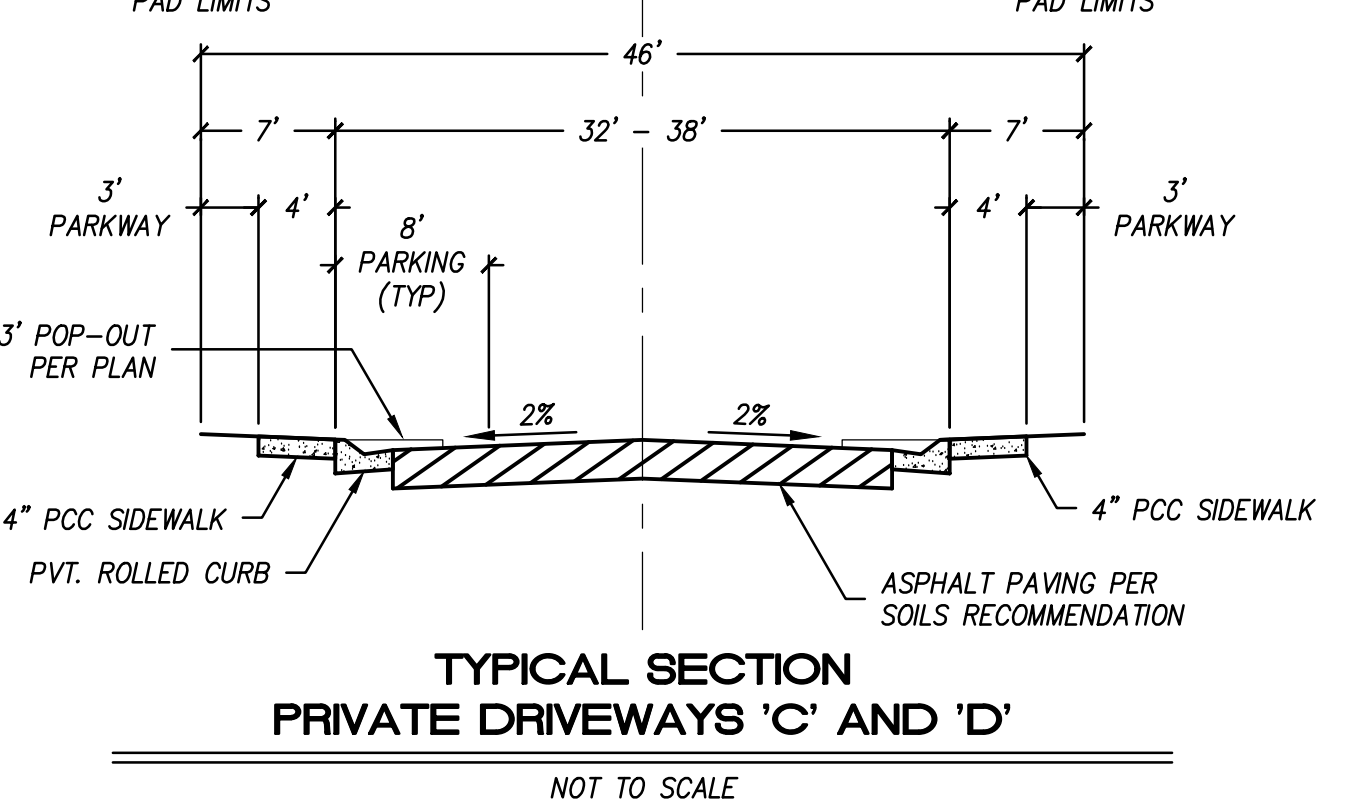
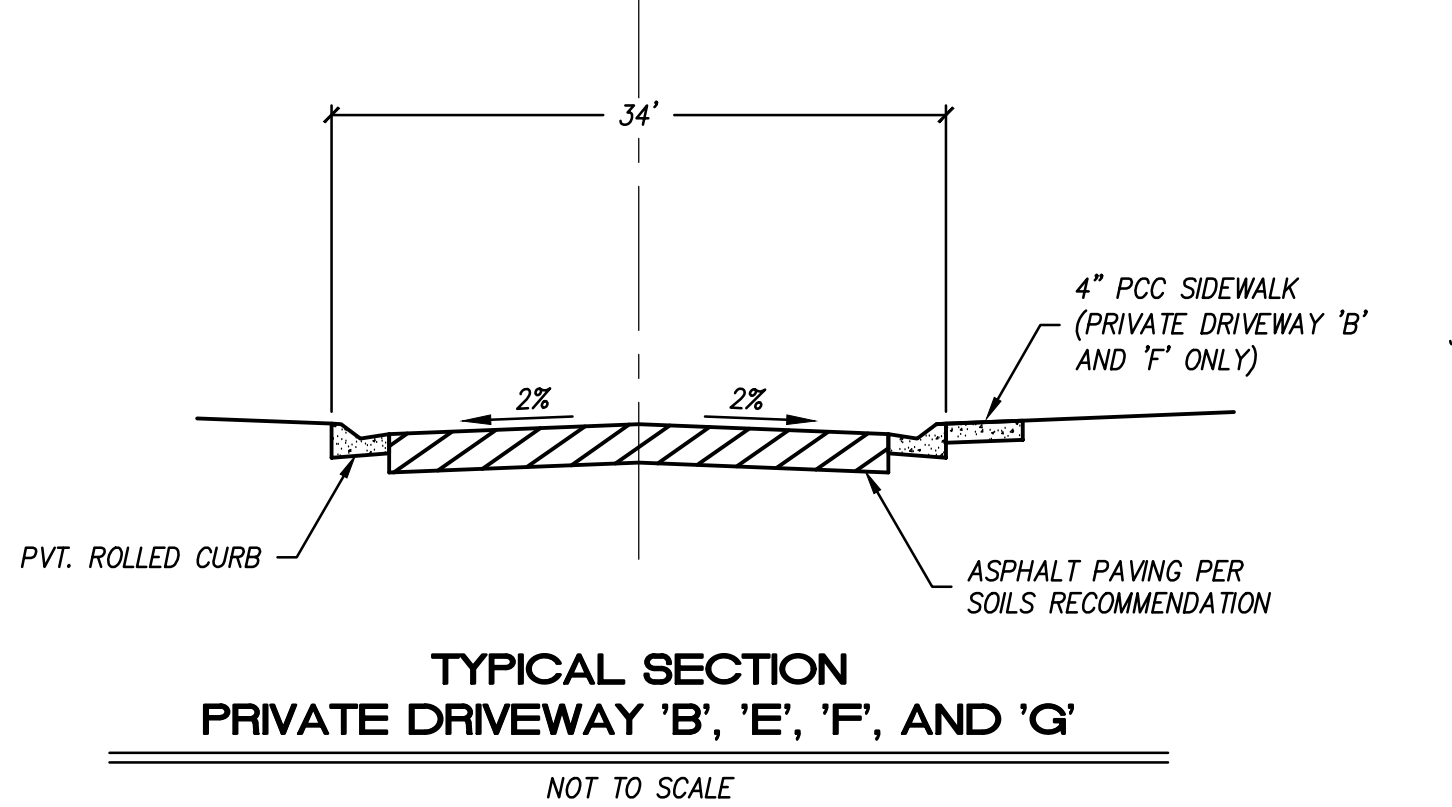
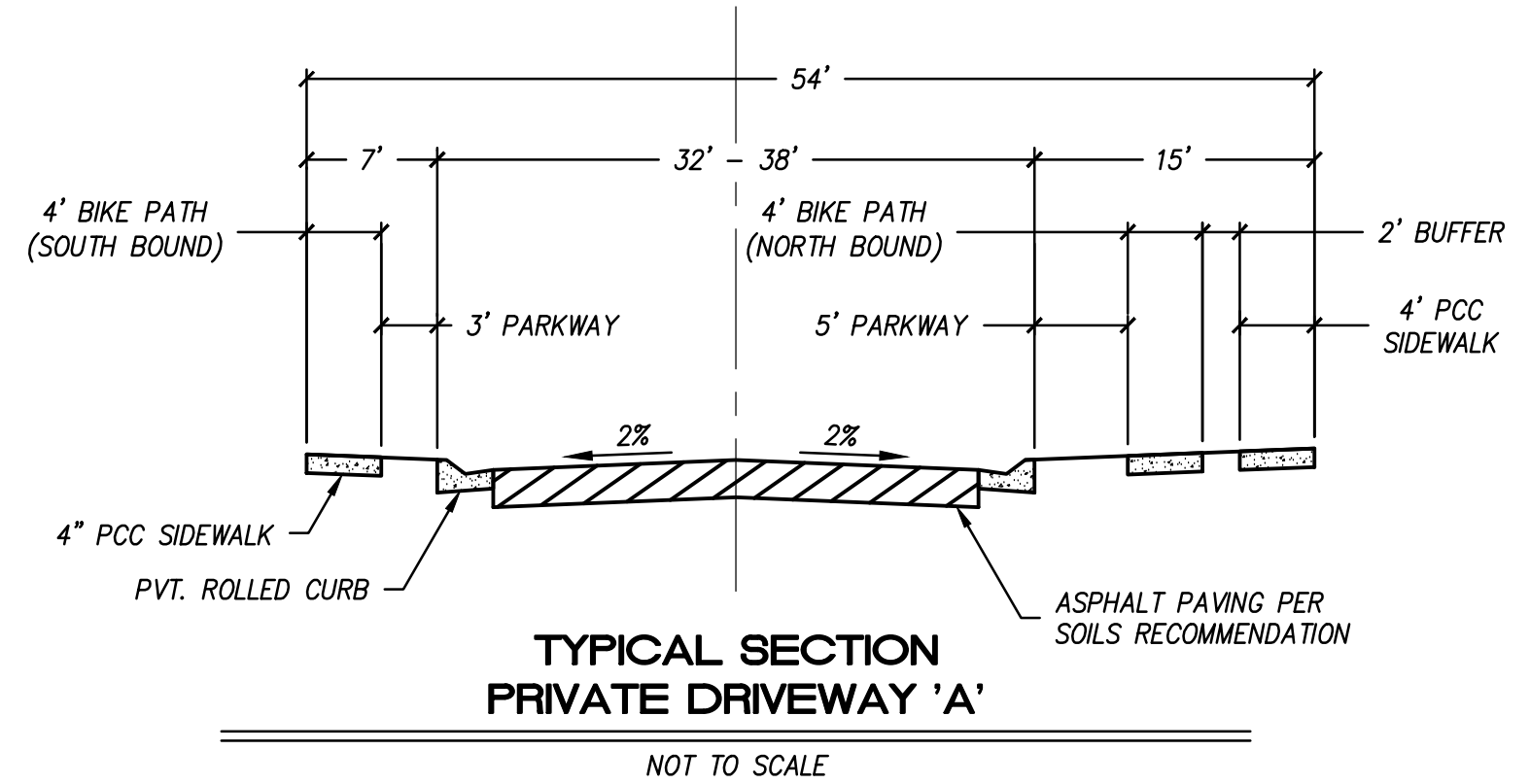
NAME: CIVIL SENSE, INC. REVISION 12: \_\_\_\_\_  
 ADDRESS: 13475 DANIELSON STREET, SUITE 150 REVISION 11: \_\_\_\_\_  
 POWAY, CA 92128 REVISION 10: \_\_\_\_\_  
 PHONE: 858-843-4253 REVISION 9: \_\_\_\_\_  
 REVISION 8: \_\_\_\_\_  
 REVISION 7: \_\_\_\_\_  
 REVISION 6: \_\_\_\_\_  
 REVISION 5: \_\_\_\_\_  
 REVISION 4: \_\_\_\_\_  
 REVISION 3: \_\_\_\_\_  
 REVISION 2: \_\_\_\_\_  
 REVISION 1: \_\_\_\_\_

PROJECT ADDRESS:  
NORTHSIDE OF DENNERY RD BETWEEN  
REGATTA LANE AND SAND STAR WAY

PROJECT NAME:  
NAKANO

ORIGINAL DATE: 6/10/2021

SHEET TITLE: SHEET 6 OF 13  
SITE PLAN DEP #



**EXHIBIT G**  
**Distribution of Revenue and Other Items**

[Attached behind this page]

Exhibit G  
Distribution to City of San Diego  
December 5, 2022

Below is a summary of the anticipated fees to be paid by the project as well as the parties involved. Per the City of San Diego, the fees below may be subject to change pending the forthcoming citywide development impact fee program.

Item	Current Rate / Estimated Amount	Party Paying	Party Receiving
FY 2025 DIF Fee	The total current fee of \$3,695,739 based on \$34,219.80 per dwelling unit which is calculated using the City 2023 Fee Calculator assuming a 2.00% yearly markup. Includes 108 Units.	Tri Pointe	City of San Diego
FY 2026 DIF Fee	The total current fee of \$3,734,749 based on \$34,904.19 per dwelling unit which is calculated using the City 2023 Fee Calculator assuming a 2.00% yearly markup. Includes 107 Units.	Tri Pointe	City of San Diego
City of San Diego Water Capacity Fee – Single Family	Fee to be calculated based on rate in place and time of issuance of building permit. The total current anticipated fee is \$185,867 based on 61 Single Family Units at \$3,047 per Unit.	Tri Pointe	City of San Diego
City of San Diego Water Capacity Fee – Duplex	Fee to be calculated based on rate in place and time of issuance of building permit. The total current anticipated fee is	Tri Pointe	City of San Diego

	\$243,151 based on 84 Units at \$2,894.65 per Unit.		
City of San Diego Water Capacity Fee – Multi-Family	Fee to be calculated based on rate in place and time of issuance of building permit. The total current anticipated fee is \$199,462 based on 70 Units at \$2,848.95 per Unit.	Tri Pointe	City of San Diego
San Diego County Water Authority Capacity Fee (2) 3” Meters	Fee to be calculated based on rate in place and time of issuance of building permit. The total current anticipated fee is \$106,000 based on 2 3” Meters at \$53,000 per Meter.	Tri Pointe	San Diego County Water Authority
City of San Diego Sewer Capacity Fee – Single Family	Fee to be calculated based on rate in place and time of issuance of building permit. The total current anticipated fee is \$314,394 based on 61 Units at \$5,154 per Unit.	Tri Pointe	City of San Diego
City of San Diego Sewer Capacity Fee – Duplex	Fee to be calculated based on rate in place and time of issuance of building permit. The total current anticipated fee is \$411,289 based on 84 Units at \$4,896.30 per Unit.	Tri Pointe	City of San Diego
City of San Diego Sewer Capacity Fee – Multi-Family	Fee to be calculated based on rate in place and time of issuance of building permit. The total current anticipated fee is	Tri Pointe	City of San Diego

	\$337,329 based on 70 Units at \$4,818.99 per Unit.		
Inclusionary Housing Fee	Fee of \$20.09 per Sq. Ft. of habitable space to be satisfied by development of on-site affordable housing.	Tri Pointe	City of San Diego
Municipal Share of Property Taxes	Final City of San Diego share of the 1% ad valorem tax is to be determined through the LAFCO process. The current share of the 1% in the tax rate area adjacent to the Property (TRA-01287) is 16.113707%.	Owners of legal lots within the Property	Taxes collected by the County and distributed to the City of San Diego
Property Transfer Fee	Calculated at rate in place at time of transfer. Currently, rate is \$0.55 for every \$1,000 of real estate property sales value.	Owners of legal lots within the Property	Collected by the County and distributed to the City of San Diego
Municipal Share of Property Tax in-lieu of VLF	This payment is based on the increase in assessed valuation. Total tax amount to be determined once Project is completed.	Owners of the legal lots within the Property	Collected by the County and distributed to the City of San Diego

Municipal Share of Sales Tax	1.0% of taxable retail sales in City of San Diego related to Residential Development Project.	Residents of legal lots within Property pay sales tax to merchants in the City of San Diego, who pay the tax to the State, who distributes it to the City of San Diego	City of San Diego
Municipal Share of Gas Tax	Apportioned by State from gasoline tax collections to cities primarily on a per-capita basis.	Consumers of gasoline, some of whom are Residents of legal lots within the Property	City of San Diego
Franchise Fees – Refuse Hauling	Payable in accordance with then current Franchise Agreement.	Payable by franchisee from fees charged to users of waste hauling services within the Property	City of San Diego
Franchise Fees – SDG&E	Payable in accordance with then current Franchise Agreements for natural gas and electricity.	Payable by SDG&E from fees charged to users of electrical service within the Property	City of San Diego
Franchise Fees – Communication Providers	Payable in accordance with State law.	Payable by communication providers from fees charged to users of communication services within the Property	City of San Diego