

**COUNCIL ACTION  
EXECUTIVE SUMMARY SHEET  
CITY OF SAN DIEGO**

DATE: 02/27/2012

ORIGINATING DEPARTMENT: DSD - Facilities Financing

SUBJECT: Pacific Highlands Ranch Public Facilities Financing Plan and Facility Benefit Assessment - FY 2013 Update

COUNCIL DISTRICT(S): CD1

CONTACT/PHONE NUMBER: Frank January/619-533-3699, MS 606 F

**DESCRIPTIVE SUMMARY OF ITEM:**

Requesting approval of the FY 2013 update to the Pacific Highlands Ranch Public Facilities Financing Plan (PFFP), which sets the Facility Benefit Assessments (FBA) and Development Impact Fees (DIF) for the community, and ensures continued funding of the community serving infrastructure.

**STAFF RECOMMENDATION:**

Approval of the requested actions.

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:**

The Pacific Highlands Ranch PFFP was approved by Council, passed by the Mayor, on October 18, 2007, by Resolution 303042. This financing plan (Attachment 1) revises and updates that plan, and will serve as the basis for the Capital Improvement Program (CIP) as it pertains to programming of Pacific Highlands Ranch FBA funds.

The FY 2013 PFFP details the public facilities that will be needed through the ultimate development of Pacific Highlands Ranch and for the projected population at full community development. The required facilities include a library, a community park, two neighborhood parks, numerous trails, and major transportation facilities.

In November 2010, the voters of San Diego passed Proposition C (Ordinance Number O-19979). Proposition C removed the SR-56/I-5 Connector project as a development timing restriction in the Pacific Highlands Ranch Transportation Phasing Plan, subject to City Council approval of a revised, integrated Transportation and Facility Phasing Plan to ensure facilities are constructed before or concurrent with new development. This update to the PFFP includes those changes to the Transportation Phasing Plan.

The update of the PFFP proposes a 51% reduction in the FBA beginning in FY 2013. This reduction applies to all land uses in the Pacific Highlands Ranch community.

Development Impact Fees (DIF) are collected to mitigate the impact of additional development on properties that have either already paid FBAs and/or that have never been assessed. DIF equal to current FBA, are appropriate for such development. Therefore, it is recommended that the referenced assessments also be adopted as DIF for Pacific Highlands Ranch (see Attachment 2).

**FISCAL CONSIDERATIONS:**

Designating an Area of Benefit will continue to provide a funding source for the public facilities identified in the Pacific Highlands Ranch PFFP.

**EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):**

This action does not authorize entering into any new contract or agreement.

**PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):**

None.

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:**

On February 23, 2012, the Carmel Valley Planning Group (CVPG) voted 12-0, with 1 recusal, to recommend approval of the updated Pacific Highlands Ranch Public Facilities Financing Plan and Facilities Benefit Assessment (FBA) for Fiscal Year 2013, which includes a revised, integrated Transportation and Facility Phasing Plan to ensure facilities are constructed before or concurrent with new development.

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:**

All property owners with remaining new development are listed on the Facilities Benefit Assessment Listing in the Pacific Highlands Ranch Public Facilities Financing Plan starting on Page E-1. These property owners will receive notice of this Council action and a copy of the draft PFFP. The property owners will have FBA liens recorded on the property and will be required to pay the FBA upon any building permit issuance when developing their Pacific Highlands Ranch property. Any development which increases the intensity of existing uses may be subject to a Development Impact Fee per Attachment 2.

\_\_\_\_\_  
Originating Department

\_\_\_\_\_  
Deputy Chief/Chief Operating Officer

# Pacific Highlands Ranch

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Public Facilities Financing Plan  
and Facilities Benefit Assessment  
Fiscal Year 2013



THE CITY OF SAN DIEGO  
Development Services  
Facilities Financing

January 31, 2012

*Insert Resolution of Approval here.*

## **Mayor**

Jerry Sanders

## **City Council**

Sherri Lightner, Council District 1

Kevin Faulconer, President Pro Tem, Council District 2

Todd Gloria, Council District 3

Tony Young, Council President, Council District 4

Carl DeMaio, Council District 5

Lorie Zapf, Council District 6

Marti Emerald, Council District 7

David Alvarez, Council District 8

## **City Attorney**

Jan Goldsmith, City Attorney

Heidi Vonblum, Deputy City Attorney

## **Development Services**

Kelly Broughton, Director

Tom Tomlinson, Facilities Financing Manager

Pamela Bernasconi, Supervising Project Manager

Frank January, Project Manager

Gloria Hensley, Principal Engineering Aide

M Elena Molina, Word Processing Operator

## **Pacific Highlands Ranch Community Planning Group**

At the time of this update, the Pacific Highlands Ranch is represented by the Carmel Valley Community Planning Board.

## **Proposition C Implementation Working Group**

Bill Dumka

Anne Harvey

Manjeet Ranu

Frisco While, Chair

Beth Fischer

Gary Levitt

Scott Tillson

*The Prop C Implementation Working Group consists of representatives from the communities along the SR-56 corridor. The group was formed to assist in implementing changes to the Pacific Highlands Ranch Transportation Phasing Plan following the approval of the ballot measure in November 2010.*

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This information will be made available in alternative formats upon request. To request a financing plan in an alternative format, call the Development Services Department, Facilities Financing Section, at (619) 533-3670.

To view this document online, visit the Development Services Department on the City of San Diego website at <http://www.sandiego.gov/planning/facilitiesfinancing/plans/pacifichighlands.shtml>.

## Introduction

### Authority

This **financing plan** implements the improvement requirements set forth in the Pacific Highlands Ranch Subarea Plan, which was originally approved by the City Council on July 28, 1998 by Resolution R-290521 and amended on October 4, 2004 by Resolution R-299671.

On November 3, 1998, the voters of the City of San Diego passed Proposition M and subsequently approved a phase shift from the land designation of “Future Urbanizing” to “Planned Urbanizing”. However, a portion of Pacific Highlands Ranch did not seek to participate in the phase shift. This portion of the project, named **Del Mar Highlands Estates (DMHE)**, has a final map (FM 13818) that was approved in 1999.

Proposition C (Ordinance Number O-19979) was approved by the voters on November 2, 2010. Proposition C removed the SR-56/I-5 Connector project as a development timing restriction in the Pacific Highlands Ranch Transportation Phasing Plan, subject to City Council approval of revised, integrated Transportation and Facility Phasing Plan to ensure facilities are constructed before or concurrent with new development. The Transportation and Facility Phasing Plan is included in the appendices beginning on page B-1.

### Update to Financing Plan

On October 18, 2007, by Resolution R-303042, the City Council adopted the Fiscal Year 2008 Pacific Highlands Ranch Public Facilities Financing Plan. This is an update of the Financing Plan for Pacific Highlands Ranch which incorporates the first Transportation and Facility Phasing Plan for Pacific Highlands Ranch.

### Scope of Report

The Fiscal Year 2013 Pacific Highlands Ranch Financing Plan identifies the public facilities that will be needed over the next twenty-three years, during which the full development of the community is expected. This report also includes the revised **Facilities Benefit Assessment (FBA)** for Pacific Highlands Ranch, as required by City Ordinance O-15318. The FBA is established to provide public facilities which will benefit the Pacific Highlands Ranch community.

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## Facilities Benefit Assessment

### Procedure

City Ordinance No. O-15318 was adopted by the City Council on August 25, 1980 to establish the procedure for implementing a Facilities Benefit Assessment (FBA). The FBA provides funding for public facilities projects that serve a designated area, also known as the **area of benefit**. The dollar amount of the assessment is based upon the collective cost of each public facility, and is equitably distributed over the area of benefit in the Pacific Highlands Ranch community planning area. For more information on the area of benefit, see Areas of Benefit and Projected Land Uses beginning on page 5.

### Methodology

The methodology of the FBA is as follows:

- 1) An **FBA Assessment Numerical List** (Assessment List) is prepared for Pacific Highlands Ranch where each remaining, unimproved parcel or approved map unit in the area of benefit is apportioned its share of the total assessment according to the size and anticipated use of the property. Refer to the Appendices, page E-1, for more information on the FBA Assessment Numerical List.
- 2) Liens are placed on the undeveloped or under-developed portions of the assessed parcels and final map properties within the area of benefit. The liens are filed without a specific assessment amount since the owner or developer is responsible to pay only the assessment that applies to the type and amount of development that actually occurs.
- 3) At the time of building permit issuance, the owner of the parcel being developed is assessed a fee that is determined by the type and size of the permitted development according to the FBA Assessment Schedule that is in effect at the time the permit is obtained. Owners/developers are not permitted to pay liens in advance of obtaining building permits for development. FBA fees are paid directly to the Development Services Department at the time of building permit issuance.
- 4) Fees are collected, placed into a City interest bearing revenue account, and used within the area of benefit solely for administrative costs and those capital improvements identified in the Pacific Highlands Ranch Public Facilities Financing Plan.

## Timing and Cost of Facilities

The public facilities projects to be financed by the Pacific Highlands Ranch FBA funds are shown in Table 9, beginning on page 37. Included in the table are:

- Project title
- Fiscal year in which construction of the project is expected
- Estimated project costs
- Funding sources

Project categories include transportation improvements; water and sewer lines; neighborhood parks and recreation; police; fire; and libraries. Detailed descriptions of the facility projects, which are listed in Table 9, can be found on the project sheets beginning on page 41. The FBA also funds the administrative costs associated with the development, implementation, and operation of the FBA program.

The Pacific Highlands Ranch Transportation and Facility Phasing Plan, found in the Appendix beginning on page B-1, will have a significant impact on the timing of the remaining facilities to serve the community. Certain facilities such as the Gonzales Canyon Neighborhood Park, community park, and the library must be opened to the public before development thresholds are reached or the community's development must pause until they are opened. If the Pacific Highlands Ranch development schedule pauses for any length of time then the scheduled timing for the remaining facilities will be delayed as revenues and population thresholds will be affected.

## Expenditures

The following are three types of expenditures that may be applied against the FBA fund:

- 1) **Direct payments** for facility costs, including administration of the FBA fund;
- 2) **Credits** to developers for facilities provided in accordance with Section 61.2213 of the Municipal Code; and
- 3) **Cash reimbursement** to developers for providing facilities exceeding the cost of their FBA obligation pursuant to an approved reimbursement agreement.

Therefore, whether a developer or the FBA fund provides a facility, direct payments, credits, or cash reimbursements are all treated as an expense to the FBA fund.

## Areas of Benefit and Projected Land Uses

The City Council initiates proceedings for the designation of an area of benefit by adopting a **Resolution of Intention**. The undeveloped land areas that are within the community boundary of Pacific Highlands Ranch are known as the area of benefit. A Facilities Benefit Assessment is applied to the residential, non-residential, and various other land use combinations of undeveloped property. Figure 1, on page 9, shows the community boundary and locations of the Pacific Highlands Ranch Facilities Benefit Assessment Districts or areas of benefit.

### Two Tiers of Benefit

A portion of Pacific Highlands Ranch, known as **Del Mar Highlands Estates**, did not seek to change its land designation from “Future Urbanizing” to “Planned Urbanizing”. A separate area of benefit and Facilities Benefit Assessment category has been established for Del Mar Highlands Estates (DMHE) and is included in this Financing Plan. All property within Pacific Highlands Ranch with the exception of Del Mar Highlands Estates is included in Area of Benefit No. 1. Del Mar Highlands Estates makes up Area of Benefit No. 2. Both Areas of Benefit are shown in Figure 1, page 9.

Since 1999, Del Mar Highlands Estates has had an approved final map (FM 13818). The Del Mar Highlands Estates development does not gain its primary vehicular access from the transportation projects financed by this FBA with the following exceptions:

- El Camino Real Widening (Sea Country Ln. to San Dieguito Rd.); T-12.2
- El Camino Real Widening (San Dieguito Road to Via de la Valle); T-12.3
- Via de la Valle (Four Lanes); T-13

The developer of that portion of the project known as Del Mar Highlands Estates, pursuant to conditions #31 and #32 of VTM 94-0576, has an obligation to contribute funds toward the cost to construct these offsite facilities located in Subarea II. The improvement requirements are estimated to cost more than \$1,790,000 and are reflected in the CIP project sheets T-12.2, T12.3, and T-13. This obligation equates to approximately \$10,400 per dwelling unit. Since the projects were not scheduled for construction at the time the Del Mar Highlands Estates was being developed, Pardee Homes issued Letters of Credit on July 22, 1999, which are on file with the City of San Diego totaling \$1,790,407.

Because Del Mar Highlands Estates is paying for its access improvements separately, it will not be obligated to pay FBA fees for certain remaining roadway projects included in the FBA, through which it does not obtain access. Those projects include, but are not limited to:

- Del Mar Heights Road; T-3

- Carmel Valley Road; T-4.1, T-4.2, T-4.3, and T-4.4
- Village Loop Road; T-6.1 and T-6.2
- Traffic Signals; T-7
- Black Mountain Road; T-11.1 and T-11.2

With the exception of the transportation projects mentioned above, property owners developing residential units in Area of Benefit No. 2, Del Mar Highlands Estates, will be contributing their fair share to the cost of all other FBA-funded projects included in this financing plan. The fair share portion for development in Del Mar Highlands Estates is consistent with all other residential dwelling units in Pacific Highlands Ranch.

The location and extent of the area of benefit is determined by referencing the County Assessor parcel maps, current tentative subdivision maps, and from information supplied by affected property owners. This information, along with land use designations and assessment payment history, provides the data for the Inventory of Land Use Table shown on page 7.

Property owners in Del Mar Highlands Estates are not subject to the Transportation and Facility Phasing Plan since they did not participate in the phase shift. For further explanation of the Transportation and Facility Phasing Plan refer to page 21. For the complete text of the Transportation and Facility Phasing plan refer to page B-1 in the Appendix.

## **Projected Land Use**

### **Residential**

The anticipated residential development for Pacific Highlands Ranch is estimated at 5,182 dwelling units. A list of the types and amount of planned residential development can be found in Table 1.

### **Non-residential**

The anticipated non-residential development for Pacific Highlands Ranch is estimated to be 101.93 acres and consists of the village (commercial), institutional (private school), and an employment center. A list of the types and amount of planned non-residential development can be found in Table 1.

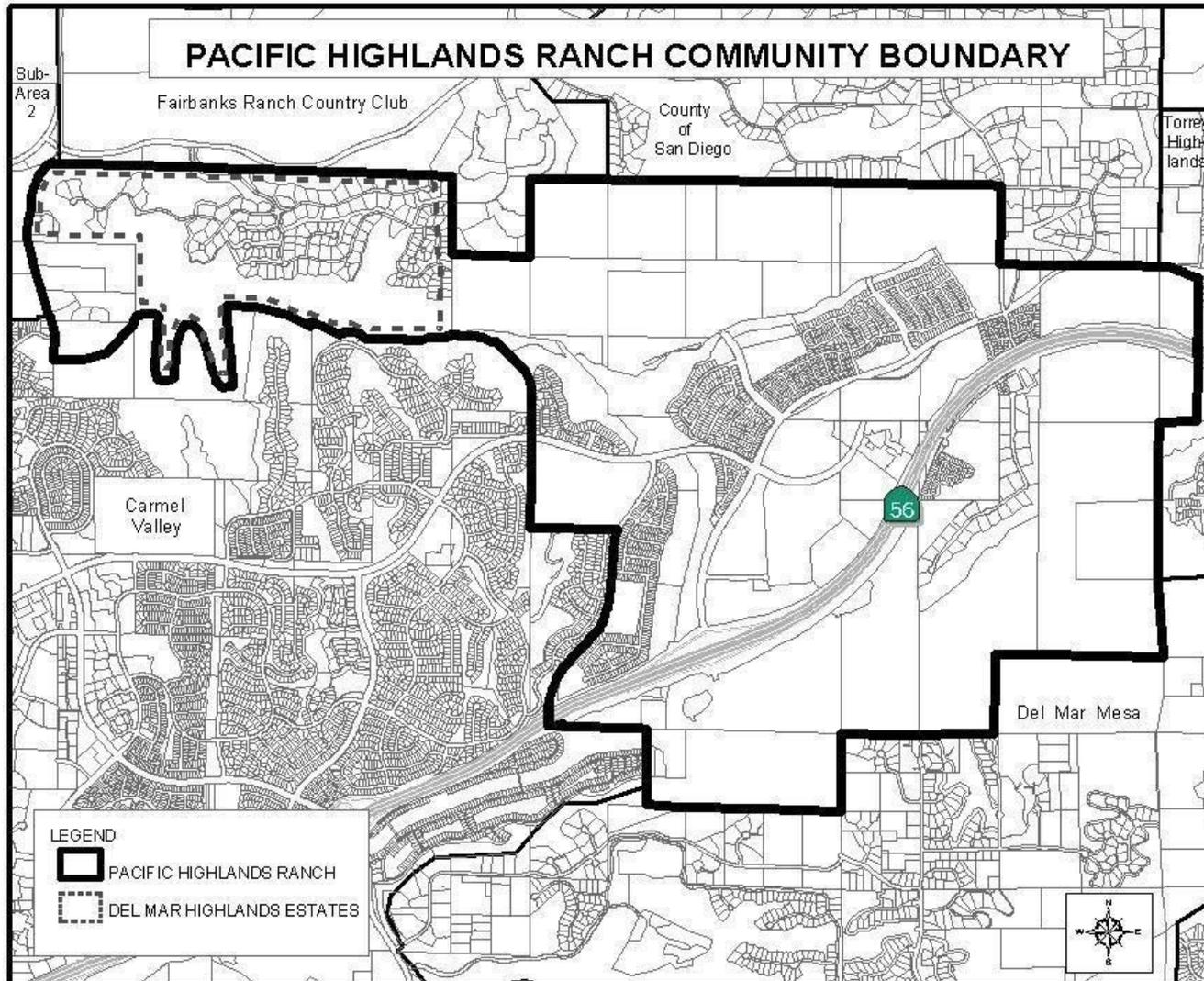
Currently, FBA fees are expected to be paid on a gross acre basis for the village (commercial), industrial, and employment center properties. In the event that a landowner desires to proceed with development of a portion of the landowner's property based on a phased development program, which is subject to a lien for the total amount of FBA as provided in Section 61.2210 of the Municipal Code, the landowner may obtain building permits for the development phase after paying a portion of the FBA and making provision for payment of the remainder of the FBA to the satisfaction of the Mayor. Payment of the FBA is made at the time building permits are issued.

**Table 1 Inventory of Land Uses***As of June 30, 2012 (Projected)*

<b>Land Use</b>	<b>Actual</b>	<b>To Go</b>	<b>Total</b>
Single-Family Residential Units	1,259	1,938	3,197
Multi-Family Residential Units	463	1,350	1,813
Del Mar Highlands Estates	166	6	172
Village Acres	0	34.0	34.0
Employment Center Acres	0	19.01	19.01
Institutional Acres	48.92	0	48.92

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Figure 1 Areas of Benefit



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## Assessments

### Methodology – EDU Ratios

An **Equivalent Dwelling Unit** or **EDU** ratio has been established for the purpose of spreading the cost of public facilities between the different land use classifications. Equivalent Dwelling Unit ratios have been calculated for each category of facility to be constructed under the FBA because the relationship between land use and the degree of benefit from different public facilities can vary substantially. The single-family dwelling unit (SFDU) is the foundation for all other EDU ratios. Other land use classifications are assigned an EDU ratio per dwelling unit or acre, proportionate to the respective benefit.

Table 2 provides the EDU ratios used to prepare the Pacific Highlands Ranch Facilities Benefit Assessment.

**Table 2      EDU Ratios**

CATEGORY	SFDU	MFDU	DMHE	VAC	INSTAC	ECAC
<b>TRANSPORTATION</b>	1.0	0.7	0	11.25	4.0	7.5
<b>PARKS</b>	1.0	0.7	1.0	0	0	0
<b>POLICE/FIRE</b>	1.0	0.7	1.0	6	6	9
<b>LIBRARY</b>	1.0	0.7	1.0	0	0	0
<b>WATER/SEWER</b>	1.0	0.7	1.0	17.9	17.9	17.9
<b>FREEWAY</b>	1.0	0.7	1.0	11.25	4.0	7.5
<b>SFDU</b>	Single Family Dwelling Unit					
<b>MFDU</b>	Multi-family Dwelling Unit					
<b>DMHE</b>	Del Mar Highlands Estate					
<b>VAC</b>	Village Acres					
<b>INSTAC</b>	Institutional Acres					
<b>ECAC</b>	Employment Center Acres					

### Numerical List Description

For each undeveloped map portion or parcel in the Area of Benefit, the Assessment Numerical List includes:

- Parcel number
- Name and address of the owner (according to the County Assessor’s records)
- Number of dwelling units or non-residential acres to be developed (highest and “best use” scenario)
- Assessment amount for each parcel.

Identification numbers in the Assessment List may be non-sequential as a result of some parcels having been omitted after assessments are paid, as ownership changes, or as parcels are subdivided. Information on ownership is listed according to the County Assessor's records at the time the Assessment List is prepared, as shown on the last equalized Assessment List, or as otherwise known to the City Clerk; or by any other means which the City Council finds reasonably calculated to apprise affected landowners (Municipal Code Section 61.2205). The current Assessment Listing is shown in the Appendix of this financing plan and begins on page E-1 in the Appendix. A legend, or key, for understanding the Assessment Listing is included.

A **Resolution of Designation**, when adopted by the City Council, imposes the FBA in the form of a lien that is placed upon the undeveloped or under-developed portions of the County Assessor parcels and final map properties within the area of benefit. The assessments are based upon the type and size of forecasted land use of the highest and "best use" scenario.

The maps, plats, and summary of the Assessment List, all of which define the area of benefit, will be delivered to the County Recorder for official recording once the updated Public Facilities Financing Plan is approved by the City Council. Collection of the FBA is to occur at the time of building permit issuance at the Development Services Department.

## Fee Deferral Program

The San Diego City Council approved [Ordinance O-19893](#) that allows for the deferral of FBA and Development Impact Fees (DIF). The FBA fee deferral program will be in effect for three years from the date of ordinance approval (termination date 12/31/2014). A Fee Deferral Agreement must be processed by the applicant, properly executed, duly recorded, and the applicable administration fee paid to defer the collection of FBA or DIF. The FBA or DIF can be deferred for a maximum period of two years, or until request for Final Inspection, whichever occurs first. The Final Inspection shall not be scheduled until the applicable FBA or DIF are paid.

FBA fees, including all annual inflationary rate increases, due shall be as set forth in the fee schedule in effect when the Fee Deferral Agreement is executed by the City, or the fees approved by the City Council for a subsequent update of the public facilities financing plan, whichever fee is lower.

## Determination of Assessment Rates

The implementation of Proposition C (Ordinance Number O-19979) amends Proposition M allowing completion of parks, library, trails, recreation and transportation facilities for Pacific Highlands Ranch by removing a development timing restriction based on completion of the SR-56/I-5 Interchange, only after

City Council approves a program of phased development ensuring facilities are constructed before or concurrent with new development, paid for by developers at no cost to taxpayers. Not only will Pacific Highlands Ranch have the ability to develop with more attainable threshold requirements, but the assessment rates will initially be lower in the second phase of the community's development as the costs of the remaining facilities and reimbursements are shared with more of the community's remaining development.

Assessments are calculated and levied against each undeveloped or under-developed parcel based upon the type and size of development which is expected to occur within the area of benefit. The amount of the Facilities Benefit Assessment (FBA) is determined by using the following information:

- Development schedule (in dwelling units and acres)
- Composite EDU ratios for each land use designation
- Schedule of facility expenditures (FY 2013 dollars) to be financed with monies from the FBA fund
- Annual interest rate of 3% (applied to the fund balance) in FY 2013-2018; 1% during years beyond FY 2018
- Annual inflation rate of 4% for FY 2013-2018; 1% during years beyond FY 2018 (to anticipate the future costs of facilities that will be constructed)
- At the beginning of each fiscal year (July 1<sup>st</sup>), unpaid assessments are increased by the inflation factor.

An individual developer will pay an assessment to the FBA fund, based upon the number of units, or acres developed in a particular year. Pursuant to the terms of a reimbursement agreement with the City, a developer may be issued credits against an assessment for expenditures related to providing facilities in lieu of paying a Facilities Benefit Assessment. An approved reimbursement agreement with the City may also entitle a developer to cash from the FBA fund.

An **assessment rate** is calculated to provide sufficient money to meet the scheduled, direct payments for facilities provided by the FBA fund. The base deposit rate also considers the timing of credits and reimbursements to be paid to developers for FBA funded facilities. Table 3, page 14, lists the FY 2013 Facilities Benefit Assessment base deposit rate for Pacific Highlands Ranch.

## **Development Impact Fees (DIF)**

Development Impact Fees (DIF) are collected to mitigate the impact of additional development on properties that have either already paid FBAs and/or that have never been assessed. DIF, equal to current FBA, are appropriate for such development.

## **Automatic Annual Increases**

The proposed FY 2013 rate reflects a 51% decrease in the FBA as a result of the implementation of Proposition C (Ordinance Number O-19979) and the additional

development that is now available to share the remaining cost of the facilities. Facilities Benefit Assessments are evaluated periodically and adjusted accordingly to reflect the current economic conditions. Beyond FY 2013, the proposed assessments reflect a 4% annual increase through FY 2018 and 1% thereafter. An **inflation factor** is used to provide automatic annual increases in the assessment rate and will be effective at the beginning of each fiscal year (July 1<sup>st</sup>). The automatic increase provision is effective only until such time as the next annual adjustment is authorized by the City Council. Thereafter, the subsequent Council-approved annual adjustment will prevail.

Assessments are calculated and levied against each undeveloped or under-developed parcel based upon the type and size of development, which is expected to occur within the Area of Benefit. The Pacific Highlands Ranch FBA Schedule in Table 4, page 15, shows the projected rate of assessment for each category of land use during each year of community development.

**Table 3      FY 2013 Assessment Rate**

<b>LAND USE</b>	<b>ASSESSMENT per UNIT/ACRE in FY 2013 DOLLARS</b>
<b>SINGLE FAMILY UNITS</b>	\$45,000
<b>MULTI-FAMILY UNITS</b>	\$31,501
<b>DEL MAR HIGHLAND ESTATES</b>	\$30,601
<b>VILLAGE ACRES</b>	\$363,065
<b>INSTITUTIONAL ACRES</b>	\$129,088
<b>EMPLOYMENT CENTER ACRES</b>	\$242,041

**Table 4 Facilities Benefit Assessment Schedule**

<b>FISCAL YEAR</b>	<b>\$/ SFDU</b>	<b>\$/ MFDU</b>	<b>\$/ DMHE</b>	<b>\$/ VAC</b>	<b>\$/ INSTAC</b>	<b>\$/ ECAC</b>
2013	\$45,000	\$31,501	\$30,601	\$363,065	\$129,088	\$242,041
2014	\$46,800	\$32,761	\$31,825	\$377,588	\$134,251	\$251,723
2015	\$48,672	\$34,072	\$33,098	\$392,691	\$139,621	\$261,792
2016	\$50,619	\$35,435	\$34,422	\$408,400	\$145,207	\$272,264
2017	\$52,644	\$36,852	\$35,799	\$424,738	\$151,015	\$283,156
2018	\$54,750	\$38,326	\$37,231	\$441,729	\$157,057	\$294,483
2019	\$55,298	\$38,710	\$37,604	\$446,151	\$158,629	\$297,431
2020	\$55,851	\$39,097	\$37,980	\$450,612	\$160,215	\$300,405
2021	\$56,410	\$39,488	\$38,360	\$455,122	\$161,819	\$303,412
2022	\$56,974	\$39,883	\$38,744	\$459,673	\$163,437	\$306,446
2023	\$57,544	\$40,282	\$39,131	\$464,272	\$165,072	\$309,512
2024	\$58,119	\$40,685	\$39,522	\$468,911	\$166,721	\$312,604
2025	\$58,700	\$41,091	\$39,917	\$473,598	\$168,388	\$315,729
2026	\$59,287	\$41,502	\$40,316	\$478,334	\$170,072	\$318,887
2027	\$59,880	\$41,917	\$40,720	\$483,119	\$171,773	\$322,076
2028	\$60,479	\$42,337	\$41,127	\$487,952	\$173,491	\$325,298
2029	\$61,084	\$42,760	\$41,538	\$492,833	\$175,227	\$328,552
2030	\$61,695	\$43,188	\$41,954	\$497,762	\$176,979	\$331,839
2031	\$62,312	\$43,620	\$42,373	\$502,741	\$178,749	\$335,157
2032	\$62,935	\$44,056	\$42,797	\$507,767	\$180,536	\$338,508
2033	\$63,564	\$44,496	\$43,225	\$512,842	\$182,341	\$341,891
2034	\$64,200	\$44,942	\$43,657	\$517,973	\$184,165	\$345,312
2035	\$64,842	\$45,391	\$44,094	\$523,153	\$186,007	\$348,765

## Cash Flow Analysis

The Pacific Highlands Ranch Cash Flow, Table 7, page 19, presents an analysis of the Pacific Highlands Ranch FBA. For each fiscal year during the development of the community, the cash flow shows the difference between anticipated FBA revenues (including earned interest) and the expected capital improvement expenditures. Interest earnings are compounded for cash on hand and based on an estimated 3% annual return during FY 2013-2018, then 1% thereafter.

The City of San Diego considers historic data while predicting the effect of inflation on construction projects. The Los Angeles/San Diego **Construction Cost Index (CCI)** and the **Consumer Price Index (CPI)** for San Diego are the two indices used by the City while conducting a cash flow analysis. The historical information associated with the Los Angeles/San Diego Construction Cost Index and the Consumer Price Index for San Diego is shown in Tables 5 and 6 on page 17.

Since needed facilities are directly related to the community's growth rate, construction schedules of facilities are contingent upon the actual development within the community. Therefore, any slowdown in community development will require a modification to facility schedules and a new cash flow will be prepared.

**Table 5 Los Angeles/San Diego Construction Cost Index**As reported March 2011 by *Engineering News Record*

<b>YEAR</b>	<b>CCI</b>	<b>% CHANGE/YEAR</b>
2000	7056	3.28%
2001	7073	0.24%
2002	7440	5.19%
2003	7572	1.77%
2004	7735	2.15%
2005	8234	6.45%
2006	8552	3.86%
2007	8873	3.75%
2008	9200	3.69%
2009	9799	6.51%
2010	9770	-0.3%
2011	10035	2.72%

**Table 6 San Diego Consumer Price Index**

Reported August 2011

<b>YEAR</b>	<b>CPI</b>	<b>% CHANGE/YEAR</b>
2000	179.8	4.72%
2001	190.1	5.73%
2002	195.7	2.95%
2003	203.8	4.14%
2004	211.4	3.73%
2005	218.3	3.26%
2006	226.7	3.85%
2007	231.9	2.29%
2008	242.44	4.55%
2009	240.9	-0.60%
2010	244.2	1.39%
2011	252.5	3.40%

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**Table 7 Pacific Highlands Ranch Cash Flow**

FY	SFDU	MFDU	DMHE	VAC	INSTAC	ECAC	\$/SFDU	\$/MFDU	\$/DMHE	\$/VAC	\$/INSTAC	\$/ECAC	FBA \$ PLUS INTEREST	PLANNED CIP \$ EXPENSES	NET BALANCE	FY
<b>PRIOR</b>	1,188	463	164	0	48.92	0									\$10,155,628	<b>PRIOR</b>
<b>2012</b>	71	0	2	0	0	0	\$87,245	\$61,074	\$59,328	\$703,903	\$250,273	\$469,264	\$6,580,398	\$8,953,539	\$7,782,487	<b>2012</b>
<b>2013</b>	84	0	2	4	0	0	\$45,000	\$31,501	\$30,601	\$363,065	\$129,088	\$242,041	\$5,488,324	\$7,984,364	\$5,286,447	<b>2013</b>
<b>2014</b>	90	0	2	0	0	0	\$46,800	\$32,761	\$31,825	\$377,588	\$134,251	\$251,723	\$4,465,872	\$2,246,400	\$7,505,919	<b>2014</b>
<b>2015</b>	33	0	2	0	0	0	\$48,672	\$34,072	\$33,098	\$392,691	\$139,621	\$261,792	\$1,843,321	\$5,400,225	\$3,949,014	<b>2015</b>
<b>2016</b>	0	0	0	0	0	0	\$50,619	\$35,435	\$34,422	\$408,400	\$145,207	\$272,264	\$106,535	\$854,897	\$3,200,653	<b>2016</b>
<b>2017</b>	85	152	0	4	0	0	\$52,644	\$36,852	\$35,799	\$424,738	\$151,015	\$283,156	\$11,871,857	\$11,780,476	\$3,292,034	<b>2017</b>
<b>2018</b>	120	0	0	0	0	0	\$54,750	\$38,326	\$37,231	\$441,729	\$157,057	\$294,484	\$6,660,105	\$7,196,441	\$2,755,698	<b>2018</b>
<b>2019</b>	120	70	0	4	0	0	\$55,298	\$38,710	\$37,604	\$446,151	\$158,629	\$297,431	\$11,158,326	\$11,002,849	\$2,911,175	<b>2019</b>
<b>2020</b>	120	70	0	0	0	0	\$55,851	\$39,097	\$37,980	\$450,612	\$160,215	\$300,405	\$9,470,547	\$8,948,386	\$3,433,336	<b>2020</b>
<b>2021</b>	120	70	0	4	0	0	\$56,410	\$39,488	\$38,360	\$455,122	\$161,819	\$303,412	\$11,386,591	\$11,689,062	\$3,130,865	<b>2021</b>
<b>2022</b>	120	70	0	0	0	0	\$56,974	\$39,883	\$38,744	\$459,673	\$163,437	\$306,446	\$9,657,680	\$10,108,174	\$2,680,371	<b>2022</b>
<b>2023</b>	120	70	0	4	0	0	\$57,544	\$40,282	\$39,131	\$464,272	\$165,072	\$309,512	\$11,610,703	\$11,237,342	\$3,053,731	<b>2023</b>
<b>2024</b>	120	70	0	0	0	0	\$58,119	\$40,685	\$39,522	\$468,911	\$166,721	\$312,604	\$9,857,247	\$8,941,582	\$3,969,396	<b>2024</b>
<b>2025</b>	120	70	0	4	0	0	\$58,700	\$41,091	\$39,917	\$473,598	\$168,388	\$315,729	\$11,895,041	\$3,717,587	\$12,146,849	<b>2025</b>
<b>2026</b>	120	70	0	0	0	5	\$59,287	\$41,502	\$40,316	\$478,334	\$170,072	\$318,887	\$11,771,283	\$4,514,938	\$19,403,194	<b>2026</b>
<b>2027</b>	120	70	0	4	0	0	\$59,880	\$41,917	\$40,720	\$483,119	\$171,773	\$322,076	\$12,261,144	\$9,180,053	\$22,484,285	<b>2027</b>
<b>2028</b>	120	70	0	0	0	5	\$60,479	\$42,337	\$41,127	\$487,952	\$173,491	\$325,298	\$12,098,060	\$6,828,568	\$27,753,777	<b>2028</b>
<b>2029</b>	120	70	0	3	0	0	\$61,084	\$42,760	\$41,538	\$492,833	\$175,227	\$328,552	\$12,050,677	\$17,668,590	\$22,135,863	<b>2029</b>
<b>2030</b>	120	70	0	0	0	5	\$61,695	\$43,188	\$41,954	\$497,762	\$176,979	\$331,839	\$12,366,999	\$219,353	\$34,283,509	<b>2030</b>
<b>2031</b>	86	70	0	3	0	0	\$62,312	\$43,620	\$42,373	\$502,741	\$178,749	\$335,157	\$10,312,642	\$221,546	\$44,374,605	<b>2031</b>
<b>2032</b>	0	72	0	0	0	4.1	\$62,935	\$44,056	\$42,797	\$507,767	\$180,536	\$338,508	\$5,026,451	\$223,762	\$49,177,294	<b>2032</b>
<b>2033</b>	0	72	0	0	0	0	\$63,564	\$44,496	\$43,225	\$512,842	\$182,341	\$341,891	\$3,588,179	\$24,910,784	\$27,854,689	<b>2033</b>
<b>2034</b>	0	72	0	0	0	0	\$64,200	\$44,942	\$43,657	\$517,973	\$184,165	\$345,312	\$3,530,105	\$228,259	\$31,156,535	<b>2034</b>
<b>2035</b>	0	72	0	0	0	0	\$64,842	\$45,391	\$44,094	\$523,153	\$186,007	\$348,765	\$3,595,684	\$230,542	\$34,521,677	<b>2035</b>
<b>TOTAL</b>	<b>3,197</b>	<b>1,813</b>	<b>172</b>	<b>34</b>	<b>48.92</b>	<b>19.10</b>							<b>\$260,607,406</b>	<b>\$226,085,730</b>	<b>\$34,521,677</b>	<b>TOTAL</b>

**Note:**

- 1) Values are rounded to the nearest dollar.
- 2) Annual inflation rate is 4% for FY 2013-2018, then 1% thereafter.
- 3) Annual interest rate is 3% for FY 2013-2018, then 1% thereafter.

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## Public Facilities Financing Plan

### Purpose

The **Public Facilities Financing Plan** is prepared to ensure that all owners of undeveloped property will pay their fair share of the funding required to finance the community's needed public facilities. The financing plan applies to all property owners seeking to develop property, even if the subject property has an approved tentative or final map detailing its development. The Public Facilities Financing Plan includes the following:

- Development forecast and analysis
- Capital Improvement Program
- Fee Schedule for a Facilities Benefit Assessment

This report will update the Public Facilities Financing Plan (Financing Plan) and the Facilities Benefit Assessment (FBA) for the development that is planned to occur in the community planning area known as Pacific Highlands Ranch.

### Transportation and Facility Phasing Plan

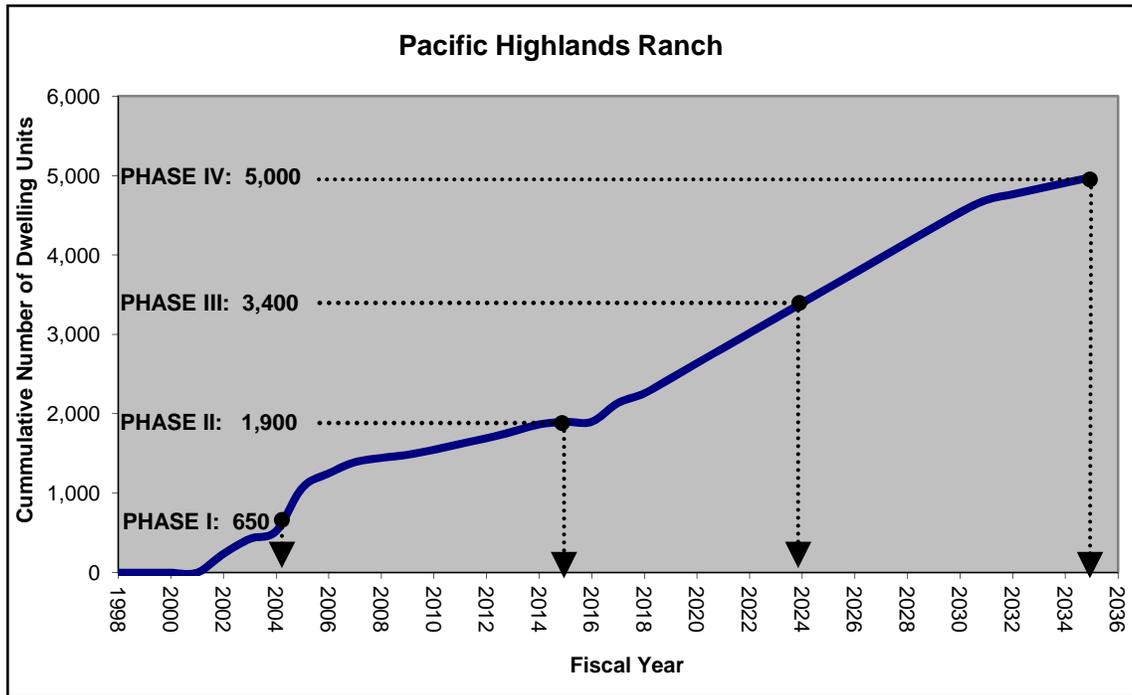
Pacific Highlands Ranch has been developing in conjunction with an adopted Transportation Phasing Plan. Proposition C (Ordinance Number O-19979) was approved by the voters on November 2, 2010 and removed the SR-56/I-5 Connector project as a development phasing restriction for the Pacific Highlands Ranch Transportation Phasing Plan, subject to a revised, integrated Transportation and Facility Phasing Plan.

The **Transportation and Facility Phasing Plan**, shown in the Appendix on page B-1, provides a complete list of the required transportation and facilities projects and the associated thresholds for each. For a more detailed description of the scope of work, estimated timing as to when construction will occur, and anticipated sources of funding for each of the projects in the Transportation and Facility Phasing Plan, refer to the Capital Improvement Project sheets beginning on page 41. The Transportation and Facility Phasing Plan limits the issuance of building permits in Pacific Highlands Ranch until the listed improvements have been assured. The limitations imposed by the Transportation and Facility Phasing Plan are established in the form of threshold conditions, which must be met before development in Pacific Highlands Ranch is allowed to continue. Chart 1, on page 22, illustrates the anticipated timing of the four primary thresholds based upon the current development schedule.

At the time of this update, the most significant improvement to impact the development forecast is the opening of Gonzales Canyon Neighborhood Park. The Transportation and Facility Phasing Plan requires development of Pacific Highlands Ranch to be held at 1,900 dwelling units (within the phase shift area) until Gonzales Canyon Neighborhood Park is open to the public. According to the latest development schedule projections, the Pacific Highlands Ranch

community should reach 1,900 units during Fiscal Year 2015. A pause in the development of Pacific Highlands Ranch is expected if the 1,900 dwelling unit threshold is reached prior to the opening of Gonzales Canyon Neighborhood Park.

**Chart 1 Transportation Phasing Plan Threshold Projections**



## Development Forecast and Analysis

The development projection for Pacific Highlands Ranch is based upon the best estimates of the existing property owners, their land use consultants, and City staff. Certain economic factors could adversely affect these development projections. Higher interest rates, higher land and housing prices, an economic recession, and/or issues involving the thresholds of the Transportation and Facility Phasing Plan could all slow or halt the development rate of Pacific Highlands Ranch. Conversely, a period of robust business expansion could significantly increase the rate of development. Indications are that the remaining development of Pacific Highlands Ranch will take place over a twenty-three year period.

The current development schedule assumes that the required Gonzales Canyon Neighborhood Park project will not be opened by the time the 1,900 dwelling unit threshold is anticipated to be reached in early FY 2015. A brief pause in the development is assumed in the projected development schedule presented in Table 8 on page 25. Future updates of this financing plan may extend the period of paused development as the timing for the assurance of the projects in the Transportation and Facility Phasing Plan is re-evaluated.

In the development schedule, the number of units developed within a year refers to those applications having been issued building permits during the July-to-June fiscal year. Therefore, the development shown in FY 2011 refers to those units for which building permits were issued, between July 1, 2010 and June 30, 2011. Development shown in Fiscal Year 2012 is based upon projections and will be revised with actual data in a future update of this financing plan.

Since needed facilities are directly related to the community growth rate, construction schedules for facilities are contingent upon the actual development within the community. Therefore, any slowdown in the rate of community development will require a modification of the schedule for providing needed public facilities. In addition, the City may amend this Public Facilities Financing Plan to add, delete, substitute, or modify a particular project to take into consideration unforeseen circumstances.

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**Table 8 Pacific Highlands Ranch Development Schedule**

FISCAL YEAR	SFDU	MFDU	DMHE	UNITS TO DATE (1)	VAC	INSTAC	ECAC
<b>PRIOR</b>	1,188	463	164	1,815	0	48.92	0
<b>2012</b> (2)	71	0	2	1,888	0	0	0
<b>2013</b>	84	0	2	1,974	4	0	0
<b>2014</b>	90	0	2	2,066	0	0	0
<b>2015</b>	33	0	2	2,101	0	0	0
<b>2016</b>	0	0	0	2,101	0	0	0
<b>2017</b>	85	152	0	2,338	4	0	0
<b>2018</b>	120	0	0	2,458	0	0	0
<b>2019</b>	120	70	0	2,648	4	0	0
<b>2020</b>	120	70	0	2,838	0	0	0
<b>2021</b>	120	70	0	3,028	4	0	0
<b>2022</b>	120	70	0	3,218	0	0	0
<b>2023</b>	120	70	0	3,408	4	0	0
<b>2024</b>	120	70	0	3,598	0	0	0
<b>2025</b>	120	70	0	3,788	4	0	0
<b>2026</b>	120	70	0	3,978	0	0	5
<b>2027</b>	120	70	0	4,168	4	0	0
<b>2028</b>	120	70	0	4,358	0	0	5
<b>2029</b>	120	70	0	4,548	3	0	0
<b>2030</b>	120	70	0	4,738	0	0	5
<b>2031</b>	86	70	0	4,894	3	0	0
<b>2032</b>	0	72	0	4,966	0	0	4.1
<b>2033</b>	0	72	0	5,038	0	0	0
<b>2034</b>	0	72	0	5,110	0	0	0
<b>2035</b>	0	72	0	5,182	0	0	0
<b>TOTAL</b>	<b>3,197</b>	<b>1,813</b>	<b>172</b>	<b>5,182</b>	<b>34</b>	<b>48.92</b>	<b>19.10</b>
<b>ACTUAL</b> (2):	1,259	463	166	1,888	0	48.92	0
<b>TO GO:</b>	<b>1,938</b>	<b>1,350</b>	<b>6</b>	<b>3,294</b>	<b>34</b>	<b>0</b>	<b>19.10</b>

(1) This is a community-wide development schedule and includes dwelling units outside of the phase shift area.  
(2) Development figures for FY 2012 and beyond are based upon estimates.

## Residential

The anticipated residential development for Pacific Highlands Ranch is estimated at 5,182 dwelling units. A list of the types and amount of all planned residential development can be found in Table 1 on page 7.

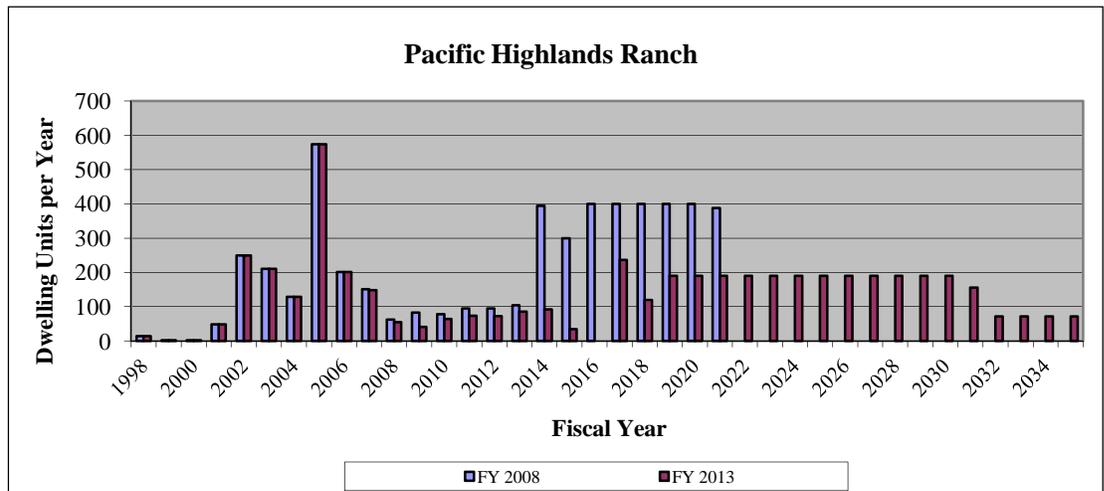
## Non-residential

In the FY 2008 Financing Plan, the anticipated non-residential development for Pacific Highlands Ranch was estimated to be 102 acres. A list of the types and amount of all planned non-residential development can be found in Table 1, page 7.

## Annual Absorption Rate

In the FY 2008 financing plan, projected residential development peaked at 574 dwelling units per year during FY 2005. The FY2012 financing plan projects an absorption rate of 190 dwelling units per year is expected after the Transportation and Facility Phasing Plan requirements have been met. Below, Chart 2 illustrates how the anticipated annual absorption rate for residential development in Pacific Highlands Ranch has changed from the FY 2008 plan to this FY 2013 update. A list of the types and amount of the planned residential development can be found in Table 1, page 7.

**Chart 2 Comparisons of Absorption Rates**

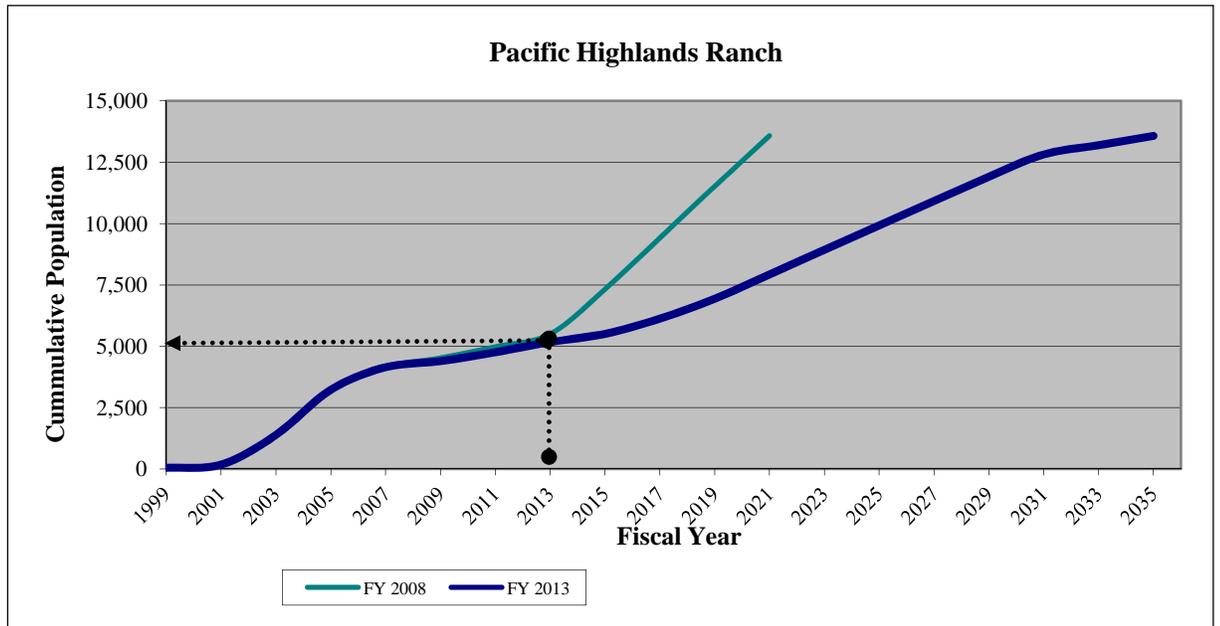


## Population Estimates

Previous editions of the Pacific Highlands Ranch Financing Plan based population estimates on a factor of 2.62 persons per household. This factor is consistent with the Framework Plan for the North City Future Urbanizing Area. No change to this methodology is proposed as part of this update.

illustrates a comparison of the projected population growth rate of the FY 2008 and this FY 2013 update of the Public Facilities Financing Plan.

**Chart 3 Projected Population Growths**



## Capital Improvement Program

### Future Public Facility Needs

In order to serve the Pacific Highlands Ranch community, public facilities are needed in a number of project categories. Those categories include:

- Transportation
- Parks and Recreation
- Police
- Fire
- Library
- Water/Sewer Lines (Utilities)

Project locations are depicted in Figure 2 on page 41 and summarized in Table 9 on page 37. Detailed project descriptions can be found in the Capital Improvement Program (CIP) sheets beginning on page 41. The timing associated with individual projects is also summarized in Table 9 and on the corresponding CIP project sheets. Refer to Table 8 on page 25 for the current development schedule for Pacific Highlands Ranch.

Construction schedules of facilities are contingent upon actual development within the community because needed facilities are directly related to the

community's growth rate. Pacific Highlands Ranch will continue to develop subject to the Transportation and Facility Phasing Plan. Therefore, any slowdown in community development will require a modification to the schedule by which needed facilities are planned.

Future updates of the financing plan will consider the threshold requirements and will adjust the timing of the development schedule and timing of the community's facilities. The 1,900 dwelling unit threshold associated with the Transportation and Facility Phasing Plan is expected to be reached prior to the opening of the Gonzales Canyon Neighborhood Park project, therefore the timing for certain population-based facilities will be impacted. The timing for those projects may be adjusted in future updates as the estimated timing for the opening of the Gonzales Canyon Neighborhood Park project is closely monitored. In addition, the City may amend this Public Facilities Financing Plan to add, delete, substitute, or modify a particular project to take into consideration unforeseen circumstances.

## Changes to Project List

The following new projects have been added to the Pacific Highlands Ranch Public Facilities Financing Plan for FY 2013:

- P-1.1, Elementary School No. 1 Joint Use Improvements
- P-2.1, Elementary School No. 2 Joint Use improvements

The following revised cost estimates for the identified projects are included in the FY 2013 financing plan update:

- T-1.2B State Route 56 - Expansion to 6 Lanes. \$91,117,000 increase in total cost of this project; \$5,930,000 increase in the Pacific Highlands Ranch contribution from \$11,546,000 to \$17,476,000.
- T-1.3 SR-56/Carmel Valley Road Interchange. \$1,920,269 decrease in the total cost of this project; \$1,836,512 decrease in the Pacific Highlands Ranch contribution from \$13,658,000 to \$11,821,488.
- T-3 Del Mar Heights Road (4-6 Lanes). \$858,000 decrease in total project cost from \$10,700,000 to \$9,842,000.
- T-4.2 Carmel Valley Road (4-6 Lanes South of Pacific Highlands Ranch Parkway). \$885,000 increase in total project cost from \$6,200,000 to \$7,085,000.
- T-4.4 Carmel Valley Road (Lopelia Meadows Place to Via Abertura). \$4,000,000 increase in total project cost from \$8,700,000 to \$12,700,000.
- T-6.1 Village Center Loop Road (Carmel Valley Road east to Lin property line). \$253,000 decrease in total project cost from \$2,880,000 to \$2,627,000.

*Pacific Highlands Ranch Public Facilities Financing Plan FY 2013*

- T-6.2 Village Center Loop Road (Lin property line east to Carmel Valley Road). \$1,700,000 increase in total project cost from \$2,000,000 to \$3,700,000.
- T-8 Transit Center. \$2,713,000 increase in total project cost from \$1,400,000 to \$4,113,000.
- T-9 Park-N-Ride. \$328,000 increase in total project cost from \$2,100,000 to \$2,428,000.
- P-1 Gonzales Canyon Neighborhood Park – Acquisition and Development. \$1,295,000 increase in total project cost from \$5,800,000 to \$7,095,000.
- P-1.1 Elementary School No. 1 – Joint Use Improvements. Total cost of \$2,250,000.
- P-2 McGonigle Canyon Neighborhood Park – Acquisition and Development. \$2,388,000 increase in total project cost from \$5,800,000 to \$8,188,000.
- P-2.1 Elementary School No. 2 – Joint Use Improvements. Total cost of \$2,250,000.
- P-3.1 Pacific Highlands Ranch Community Park – Acquisition and Development. \$6,531,000 increase in total project cost from \$19,175,000 to \$25,706,000; \$5,766,000 increase in the Pacific Highlands Ranch contribution from \$16,932,000 to \$22,698,000.
- P-3.2 Pacific Highlands Ranch Community Park – Recreation Building. \$3,194,000 increase in total project cost from \$5,950,000 to \$9,144,000; \$2,820,000 increase in the Pacific Highlands Ranch contribution from \$5,254,000 to \$8,074,000.
- P-3.3 Black Mountain Ranch Community Park – Swimming Pool. \$1,136,000 increase in total project cost from \$6,000,000 to \$7,163,000; \$446,000 increase in the Pacific Highlands Ranch contribution from \$2,244,000 to \$2,696,000.
- P-10.1 Pacific Highlands Ranch Hiking and Biking Trails. \$2,164,000 increase in total project cost from \$5,075,000 to \$7,239,000.
- P-10.2 Del Mar Heights Multi-Use Trail Undercrossing. \$300,000 decrease in total project cost from \$800,000 to \$500,000.
- F-1 Fire Station 47 – Pacific Highlands Ranch. \$1,099,000 decrease in total project cost from \$10,255,000 to \$9,156,000; \$880,888 decrease in the Pacific Highlands Ranch contribution from \$8,224,000 to \$7,343,112.
- L-1 Branch Library and Village Green. \$4,747,000 increase in total project cost from \$14,577,000 to \$19,324,000; \$1,834,000 increase in the Pacific Highlands Ranch contribution from \$5,452,000 to \$7,286,000.

- U-3 Del Mar Heights Pipeline Relocation. \$1,800,000 increase in total project cost from \$6,150,000 to \$7,950,000.
  
- U-4 Little McGonigle Ranch Road Pipeline. \$1,387,000 increase in total project cost from \$4,613,000 to \$6,000,000; \$644,000 increase in the Pacific Highlands Ranch contribution from \$3,856,000 to \$4,500,000.

## **Fee Schedule for Facilities Benefit Assessments**

### **Annual Review**

The FBA Ordinance in the Municipal Code (Section 61.2212) provides for an annual adjustment of Facilities Benefit Assessments. The annual review may reflect changes to any of the following:

- Rate and amount of planned development
- Actual or estimated cost of public facilities projects
- Scope of the public facilities projects
- Inflation rates
- Interest rates
- Comparative analysis of City approved discretionary permits.

### **Updated Project Costs**

This update includes an analysis, by each of the sponsoring City departments, of the project costs for each public facility project. The costs estimates shown in this update have been revised and include the following:

- LEED “Silver Level” standards
- Impact of inflation
- Competitive bids on similar projects
- Modifications, if any, to the overall scope of the project.

### **Revised Fee Schedule**

The Pacific Highlands Ranch FBA Schedule in Table 4, page 15, shows the rate of assessment for each category of land use during each year of community development. The FY 2013 assessment schedule reflects a decrease of 51% from the current rate due to changes in the timing and phasing of the community’s development and facilities.

## **Financing Strategy**

The General Plan calls for impacts of new development to be mitigated through appropriate fees identified in the Public Facilities Financing Plans. These include impacts to public facilities and services, including the water supply and distribution system, sanitary sewer system, drainage facilities, fire protection, schools, streets, parks, and open space. According to Council Policy 600-28 such improvements will be furnished and financed by the developer. As such, the developers will provide a majority of the needed public facilities for Pacific Highlands Ranch as a part of the subdivision process. Public facility projects that benefit a population larger than the local/adjacent development may be financed by using the following alternative methods:

## **Facilities Benefit Assessment (FBA)**

This method of financing fairly and equitably spreads costs while following the procedures specified in City Council Ordinance O-15318, as adopted on August 25, 1980. A Facilities Benefit Assessment results in a lien being levied on each parcel of property located within the Area of Benefit. The liens ensure that assessments will be collected on each parcel as development occurs and will be renewed annually. The liens will be released following payment of the FBA.

For the current, approved schedule of Facilities Benefit Assessments by fiscal year, refer to Table 4 on page 15.

## **Development Impact Fee (DIF)**

In communities that are near full community development, Development Impact Fees (DIF) are collected to mitigate the impact of new development through provision of a portion of the financing needed for identified public facilities and to maintain existing levels of service for that community. Council has previously directed that Development Impact Fees, equal to the current FBA assessments, are appropriate for all properties that have never been assessed or otherwise agreed to pay Facilities Benefit Assessments.

## **Assessment Districts**

Special assessment district financing, such as the Municipal Improvement Acts of 1913/1915, may be used as a supplementary or alternative method of financing facilities such as streets, sidewalks, sewers, water lines, storm drains, and lighting facilities. Assessment districts are beneficial in that they provide all of the funding needed for a particular public facility project in advance of the projected development activity. However, assessment districts also create a long-term encumbrance on the benefiting property and require that the funds be repaid over an extended period of time. Assessment districts also require the approval of a majority of the property owners in order to establish the district.

## **Community Facility District (CFD)**

State legislation, such as the **Mello-Roos Act of 1982**, has been enacted to provide a method of financing public facilities in new and developing areas. A Mello-Roos is also known as a **Community Facility District (CFD)**. The formation of such Community Facility Districts may be initiated by owner/developer petition. Mello-Roos districts require approval by a two-thirds majority of the property owners in order to establish the district, as clarified by Council Policy 800-3.

## **Developer Construction**

New development either constructs required facilities as a subdivision condition or provides funds for its fair share of the costs of such facilities, with construction being performed by the City. Typically, these funds are collected through the Facilities Benefit Assessment Program or through the Development Impact Fee program.

As an alternative to the Facilities Benefit Assessment or Development Impact Fee Programs, it may be feasible for developers to construct one or more of the needed public facilities on a turn-key basis. Under this arrangement, developers typically are compensated, either by cash or credit against Facilities Benefit Assessments due, for the work performed pursuant to the conditions in a Council approved reimbursement agreement (Council Policy 800-12).

### **Reimbursement Financing for Water and Sewer Facilities**

This method of financing is outlined in Council Policy 400-7. It is commonly used when the first developer/sub-divider in an area is required to construct the necessary water and sewer facilities for an entire developing area. These agreements are approved by the City Council. Reimbursement to the first developer/sub-divider can occur over a period of time as long as 20 years or until all of the subsequently developed lands have participated in the reimbursement, whichever occurs first.

### **State/Federal Funding**

Certain public facilities may be determined to benefit a regional area that is larger than the community planning area. Such projects may be appropriately funded by the State, Federal Government, or by a combination of the two. The first phase of State Route 56 (project T-1.1), for example, has been shown in this financing plan as having State funding.

### **Regional Transportation Congestion Improvement Program Fees (RTCIP)**

Where appropriate, the Facilities Financing Section assesses the Regional Transportation Congestion Improvement Program Fees (RTCIP) as authorized by the City Council by Resolution R-303554, adopted on April 14, 2008. This fee is applicable to new residential development. On-site Affordable (low income) units may be exempt from the RTCIP fee. These fees were established to ensure that new development directly invests in the region's transportation system to offset the impact of growth on congestion and mobility. This fee will be in addition to Development Impact Fees or Facilities Benefit Assessment Fees.

Development within Pacific Highlands Ranch is currently exempt from the RTCIP fee since new development pays FBA assessments in an amount greater than the average RTCIP rate per residential unit and therefore demonstrates a Maintenance of Effort in financing the Regional Arterial System.

### **Cost Reimbursement District (CRD)**

Occasionally, a developer/sub-divider is directed to construct public improvements that are more than that which is required to support its individual property/development. A **Cost Reimbursement District (CRD)** provides a mechanism by which the developer/sub-divider may be reimbursed by benefiting development which proceeds within 20 years of formation of the CRD. Reimbursement is secured by a lien on the benefiting properties with the lien due and payable only upon recordation of a final map or issuance of a building permit, whichever occurs first.

## **Development Agreement**

This method permits a developer to enter into an agreement with the City of San Diego where certain rights of development are extended to the developer in exchange for certain extraordinary benefits given to the City. The Development Agreement with Pardee Homes (formerly Pardee Construction Company) can be found in the Appendix on page A-1.

## **General Assumptions and Conditions**

In connection with the application of the above methods of financing, the following general assumptions and conditions will be applied:

1. Except for those projects that are identified as FBA funded, developers will be required to provide facilities that are normally provided within the subdivision process as a condition of tentative subdivision map approval. These projects include but are not limited to traffic signals (except as noted), local roads, and the dedication or preservation of Open Space located within the proposed development(s). A Mello-Roos 1913/1915 Act, or other type of reimbursement district, however, may fund such projects if the project(s) and applicant(s) qualify for this type of project financing.
2. Commercial, industrial, and institutional land will be assessed FBAs for infrastructure (including transportation), police, fire, and utility facilities. However, developers of commercial and industrial land will not be assessed for park and recreation or library facilities since those facilities primarily serve the residential component of the Pacific Highlands Ranch community. In the future, if a basis is developed for charging non-residential development for the cost of park and recreation and library facilities, their fair share can be evaluated at that time.
3. Reviews may be performed periodically to evaluate performance of the program and to consider the continuing commitments related to the completion of needed facilities. Project costs and assessments shall be evaluated for all portions of the program.
4. The developer, or permittee, shall pay the FBA as a condition of obtaining building permits.
5. A developer, or group of developers, may propose to build or improve an FBA funded facility that is identified in the Capital Improvements Program. Upon City Council approval, the developer(s) may enter into an agreement to provide the facility in lieu of, or as credit against the payment of FBA fees, provided that adequate funds are available in the FBA fund. The amount and timing of the credit being sought by the developer(s) must coincide with the expenditure of funds depicted on the CIP sheet for the respective project. Should the approved, final cost of the

facility exceed the amount of credit being sought by the developer(s), the developer(s) may be reimbursed from the FBA fund for the difference, subject to the approved reimbursement agreement and the availability of funds. If two developers are entitled to cash reimbursement during the same fiscal year, then the first agreement to be approved by the City Council shall take precedence over subsequent agreements approved by the City Council.

6. As FBA assessments are collected, they shall be placed in a City fund that provides interest earnings for the benefit of Pacific Highlands Ranch.
7. The Development Schedule, shown in Table 8 on page 25, is an estimated schedule and is based on the latest information available at the time this financing plan was adopted. Future approvals and/or modifications of precise plans and/or discretionary permit applications may either increase or decrease the extent of development proposed within Pacific Highlands Ranch.
8. Most public facilities identified in the financing plan are either “population-based” or “transportation-based”. The estimated year(s) in which funds are budgeted for a given project should not be considered as a binding commitment that the project would actually be constructed in that year. With each update, actual permit activity and corresponding population projections, coupled with additional traffic study information obtained since the last update, will be evaluated to determine the most appropriate year in which to budget the need for each remaining project. As such, the budgeted year for a given project is subject to change with each update to the financing plan.
9. Only those roadways that have been designed as a four-lane facility or larger have been considered in this financing plan as being funded by the FBA. All other roadways located within Pacific Highlands Ranch will be the responsibility of the developer/sub-divider and are not reflected in the FBA calculations.
10. It has been assumed that a large majority of the cost necessary to complete SR-56 will be provided from funds other than the FBA, e.g. TRANSNET, State or Federal (ISTEA) Highway funds, and/or toll road funds, etc.
11. For projects that require land acquisition in this financing plan, property value estimates assume that the property is graded, in finished pad condition, and “ready to accept” for the project for which it is intended (i.e. the value of raw land plus the cost of improvements/environmental mitigation.). The actual price paid for land within Pacific Highlands Ranch will be based upon either a price established through direct negotiations between the affected owner(s) and relevant public agency or by fair market value, as determined by an appraisal that will be prepared in accordance with standard City policy.

12. It has been assumed that all costs for open space acquisition will be provided from funds other than the FBA, i.e. subdivision requirement, off-site mitigation for a particular project, etc.
13. It is expected that all right-of-way for the major roads within the community are to be acquired via the subdivision process at no cost to the FBA. If right-of-way must be acquired by the FBA by way of eminent domain, a cost reimbursement district, with the beneficiary being the Pacific Highlands Ranch FBA, may be processed to recover the cost of the right-of-way at such time as the property adjacent to the roadway frontage develops.
14. FBA fees shall be paid by all categories of private development, including affordable housing projects.
15. This financing plan identifies a number of public facility projects as being funded by the FBA. However, it is understood that, during the development of Pacific Highlands Ranch, alternative funding sources may be proposed in lieu of FBA funding, such as developer funds or Mello-Roos Community Facility District financing.

### **Developer Advance**

It is anticipated that a number of the projects, which have been identified as being FBA-funded, are to be constructed by developers in Pacific Highlands Ranch. Subject to the terms of a reimbursement agreement, a developer may actually start construction of a project before there are sufficient FBA funds available to provide either cash reimbursement or credit against the developer's obligation to pay FBA fees. In other words, the "need" for the project may occur before there are FBA funds available to cover the cost of the project. Additionally, a developer may have accumulated credits from one or more other FBA-funded projects such that the developer is unable to use credits as fast as they have been earned. In these cases, the CIP project sheets will show the fiscal year in which it is anticipated that the developer will advance the cost of the project, also known as a **Developer Advance** (DEV. ADVANCE).

The project sheets indicate the fiscal year in which it is anticipated that funds will be available to reimburse or when the developer would take credits against their obligation to pay FBA fees. Subject to the availability of funds, the year(s) in which reimbursement or credit for the Developer Advance occurs may be accelerated to the fiscal year in which the Developer Advance is extended.

**Table 9 Pacific Highlands Ranch – Public Facilities Projects**

PAGE	PROJECT NO.	DESCRIPTION	PROJECT YEAR	EST. COST (FY 2013)	DEV/SUBD (FY 2013)	FBA-PHR (FY 2013)	OTHER (FY 2013)	
		<b>TRANSPORTATION PROJECTS:</b>						
44	T-1.2B	STATE ROUTE 56 - EXPANSION TO 6 LANES	2033	\$146,917,000	\$0	\$17,476,000	\$129,441,000	
46	T-1.3	SR-56/CARMEL VALLEY ROAD INTERCHANGE	2005-2014	\$12,459,731	\$0	\$11,821,488	\$638,243	
48	T-1.5	I-5/SR-56 FREEWAY CONNECTORS	2005-2029	\$9,937,298	\$0	\$7,000,000	\$2,937,298	
50	T-1.7	SR-56 BIKE INTERCHANGES	2009-2024	\$12,323,100	\$0	\$530,400	\$11,792,700	
52	T-1.8	SR-56 COMMUNITY BICYCLE CONNECTORS	2024	\$340,000	\$0	\$120,000	\$220,000	
54	T-2	DEL MAR HEIGHTS ROAD (Right Turn Lane to I-5)	2017	\$480,000	\$160,000	\$160,000	\$160,000	
56	T-3	DEL MAR HEIGHTS ROAD (4 TO 6 LANES)	2007-2013	\$9,842,000	\$0	\$9,842,000	\$0	
58	T-4.2	CARMEL VALLEY ROAD (4/6 lanes south of Del Mar Heights Road)	2003-2015	\$7,085,000	\$0	\$7,085,000	\$0	
60	T-4.3	CARMEL VALLEY RD (Del Mar Heights Road to Lopelia Meadows Place)	2003-2013	\$7,205,000	\$0	\$7,205,000	\$0	
62	T-4.4	CARMEL VALLEY RD (Lopelia Meadows Place to Via Abertura)	2009-2018	\$12,700,000	\$0	\$12,700,000	\$0	
64	T-5.1	LITTLE MCGONIGLE RANCH ROAD - DEL MAR MESA ROAD TO SR-56	2009-2025	\$10,860,412	\$0	\$0	\$10,860,412	
66	T-6.1	VILLAGE CENTER LOOP ROAD (Carmel Valley Road east to Lin Property Line)	2007-2013	\$2,627,000	\$0	\$2,627,000	\$0	
68	T-6.2	VILLAGE CENTER LOOP ROAD (Lin Property Line east to Carmel Valley Road)	2020	\$3,700,000	\$0	\$3,700,000	\$0	
70	T-7	TRAFFIC SIGNALS	2003-2013	\$2,400,000	\$0	\$2,400,000	\$0	
72	T-8	TRANSIT CENTER	2023-2024	\$4,113,000	\$0	\$4,113,000	\$0	
74	T-9	PARK-N-RIDE	2023	\$2,428,000	\$0	\$2,428,000	\$0	
76	T-11.1	BLACK MOUNTAIN ROAD	2024	\$9,369,000	\$0	\$750,000	\$8,619,000	
78	T-11.2	BLACK MOUNTAIN ROAD AT PARK VILLAGE	2013	\$465,332	\$0	\$37,227	\$428,105	
80	T-12.2	EL CAMINO REAL WIDENING (Sea Country Lane to San Dieguito Road)	2005-2014	\$5,444,383	\$1,088,383	\$100,000	\$4,256,000	
82	T-12.3	EL CAMINO REAL WIDENING (San Dieguito Road to Via de la Valle)	2015	\$16,933,215	\$1,110,000	\$796,300	\$15,026,915	
84	T-13	VIA DE LA VALLE (FOUR LANES)	2015	\$13,123,498	\$694,141	\$0	\$12,429,357	
		<b>TOTAL TRANSPORTATION PROJECTS:</b>		<b>\$290,752,970</b>	<b>\$3,052,524</b>	<b>\$90,891,416</b>	<b>\$196,809,030</b>	

Pacific Highlands Ranch Public Facilities Financing Plan FY 2013

PAGE	PROJECT NO.	DESCRIPTION	PROJECT YEAR	EST. COST (FY 2013)	DEV/SUBD (FY 2013)	FBA-PHR (FY 2013)	OTHER (FY 2013)
<b>PARK PROJECTS:</b>							
90	P-1	GONZALES CANYON NEIGHBORHOOD PARK - Acquisition and Development	2010-2013	\$7,095,000	\$0	\$7,095,000	\$0
92	P-1.1	ELEMENTARY SCHOOL NO. 1 - JOINT USE IMPROVEMENTS	2024	\$2,250,000	\$0	\$2,250,000	\$0
94	P-2	McGONIGLE CANYON NEIGHBORHOOD PARK - Acquisition and Development	2026-2028	\$8,188,000	\$0	\$8,188,000	\$0
96	P-2.1	ELEMENTARY SCHOOL NO. 2 - JOINT USE IMPROVEMENTS	2029	\$2,250,000	\$0	\$2,250,000	\$0
98	P-3.1	PACIFIC HIGHLANDS RANCH COMMUNITY PARK - Acquisition and Development	2019-2027	\$25,706,000	\$0	\$22,698,000	\$3,008,000
100	P-3.2	PACIFIC HIGHLANDS RANCH COMMUNITY PARK - Recreation Building	2020-2022	\$9,144,000	\$0	\$8,074,000	\$1,070,000
102	P-3.3	BLACK MOUNTAIN RANCH COMMUNITY PARK - Swimming Pool	2025	\$7,136,000	\$0	\$2,690,000	\$4,446,000
104	P-10.1	PACIFIC HIGHLANDS RANCH HIKING AND BIKING TRAILS	2005-2023	\$7,239,000	\$0	\$7,239,000	\$0
106	P-10.2	DEL MAR HEIGHTS ROAD MULTI-USE TRAIL UNDERCROSSING	2013	\$500,000	\$0	\$500,000	\$0
108	P-10.3	SEA BREEZE FARMS EQUESTRIAN TRAIL CONNECTION	2014	\$350,000	\$350,000	\$0	\$0
		<b>TOTAL PARK PROJECTS:</b>		<b>\$69,858,000</b>	<b>\$350,000</b>	<b>\$60,984,000</b>	<b>\$8,524,000</b>
<b>LIBRARY PROJECTS:</b>							
112	L-1	BRANCH LIBRARY AND VILLAGE GREEN	2027-2029	\$19,324,000	\$0	\$7,286,000	\$12,038,000
		<b>TOTAL LIBRARY PROJECTS:</b>		<b>\$19,324,000</b>	<b>\$0</b>	<b>\$7,286,000</b>	<b>\$12,038,000</b>
<b>WATER UTILITY PROJECTS:</b>							
116	U-1	CARMEL VALLEY TRUNK SEWER	2012	\$9,892,000	\$0	\$1,283,000	\$8,609,000
118	U-2	GONZALES CANYON SEWER	2018	\$600,000	\$0	\$600,000	\$0
120	U-3	DEL MAR HEIGHTS PIPELINE RELOCATION	2006-2018	\$7,950,000	\$0	\$7,950,000	\$0
122	U-4	LITTLE MCGONIGLE RANCH ROAD PIPELINE	2004-2023	\$6,000,000	\$0	\$4,500,000	\$1,500,000
		<b>TOTAL WATER UTILITIES PROJECTS:</b>		<b>\$24,442,000</b>	<b>\$0</b>	<b>\$14,333,000</b>	<b>\$10,109,000</b>
<b>TOTAL OF REMAINING PROJECTS</b>				<b>\$404,376,970</b>	<b>\$3,402,524</b>	<b>\$173,494,416</b>	<b>\$227,480,030</b>

*Pacific Highlands Ranch Public Facilities Financing Plan FY 2013*

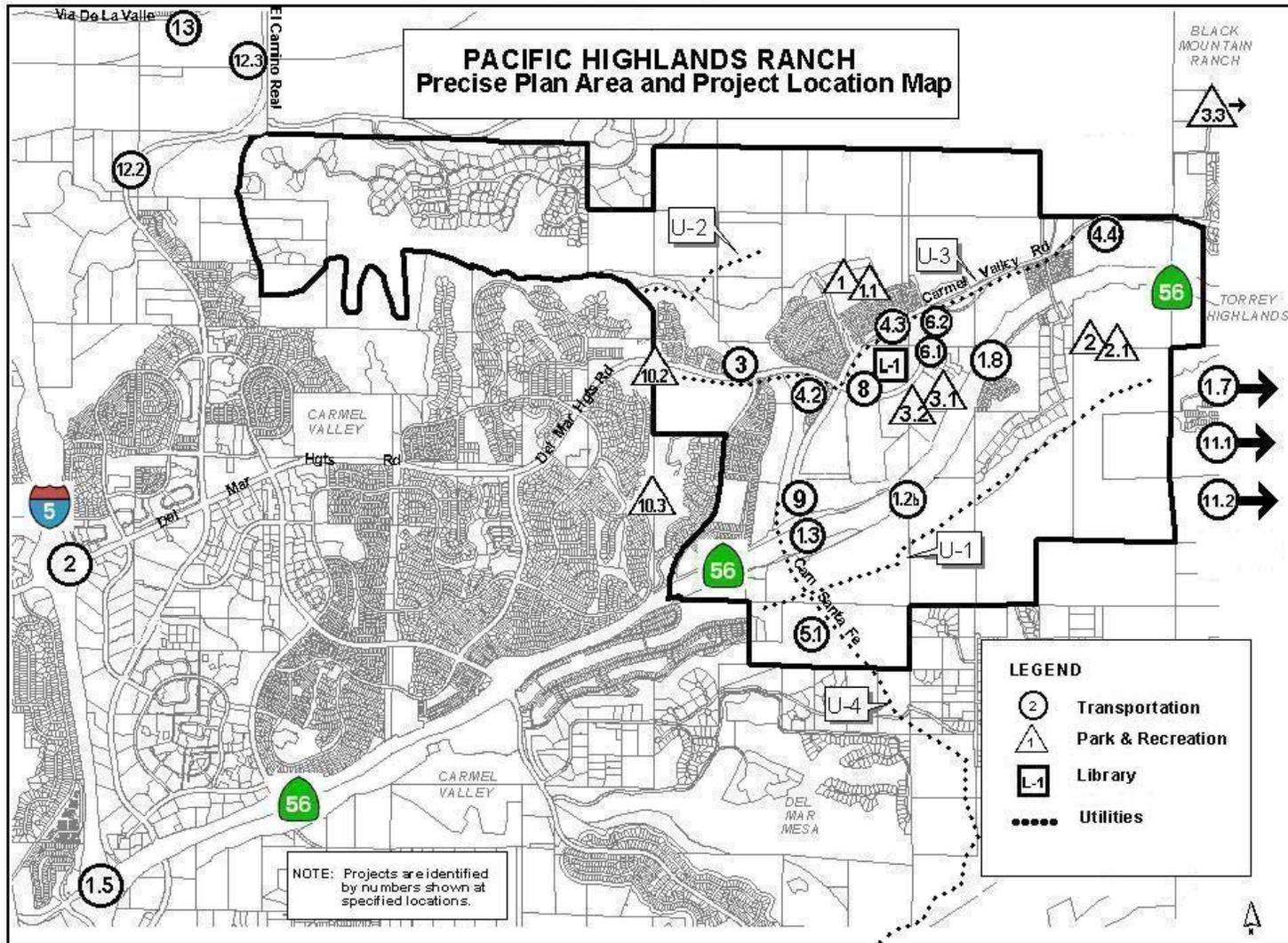
PAGE	PROJECT NO.	DESCRIPTION	PROJECT YEAR	EST. COST (FY 2013)	DEV/SUBD (FY 2013)	FBA-PHR (FY 2013)	OTHER (FY 2013)
<b>COMPLETED PROJECTS:</b>							
125	T-1.1	SR-56 (Construct a 4-lane Freeway)	COMPLETED	\$222,890,298	\$24,317,848	\$0	\$198,572,450
126	T-1.2A	STATE ROUTE 56 - DEBT SERVICE	COMPLETED	\$2,517,690	\$0	\$486,365	\$2,031,325
127	T-1.4	SR-56 THIRD INTERCHANGE	DELETED	\$0	\$0	\$0	\$0
128	T-1.6	SR-56/I-15 INTERCHANGE RAMP IMPROVEMENTS	COMPLETED	\$25,000,000	\$0	\$580,000	\$24,420,000
129	T-4.1	OLD CARMEL VALLEY ROAD (2-LANES)	COMPLETED	\$5,667,115	\$1,641,755	\$0	\$4,025,360
130	T-12.1	EL CAMINO REAL at SAN DIEGUITO ROAD (Intersection Improvements)	COMPLETED	\$473,665	\$0	\$0	\$473,665
131	PO-1	NORTHWEST AREA POLICE STATION	COMPLETED	\$18,382,590	\$0	\$4,036,672	\$14,345,918
132	F-1	FIRE STATION 47 - PACIFIC HIGHLANDS RANCH	COMPLETED	\$9,156,000	\$0	\$7,343,112	\$1,812,888
<b>TOTAL COMPLETED PROJECTS:</b>				<b>\$284,087,358</b>	<b>\$25,959,603</b>	<b>\$12,446,149</b>	<b>\$245,681,606</b>

**Note:**

Del Mar Highlands Estates, FM 13818, is included in Area of Benefit No. 2 and its FBA fees are not used to fund the following FBA-funded projects: T-3, T-4.2, T-6.1, T-6.2, T-11.1, and T-11.2.

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Figure 2 Project Location Map



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## TRANSPORTATION PROJECTS

### PACIFIC HIGHLANDS RANCH

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

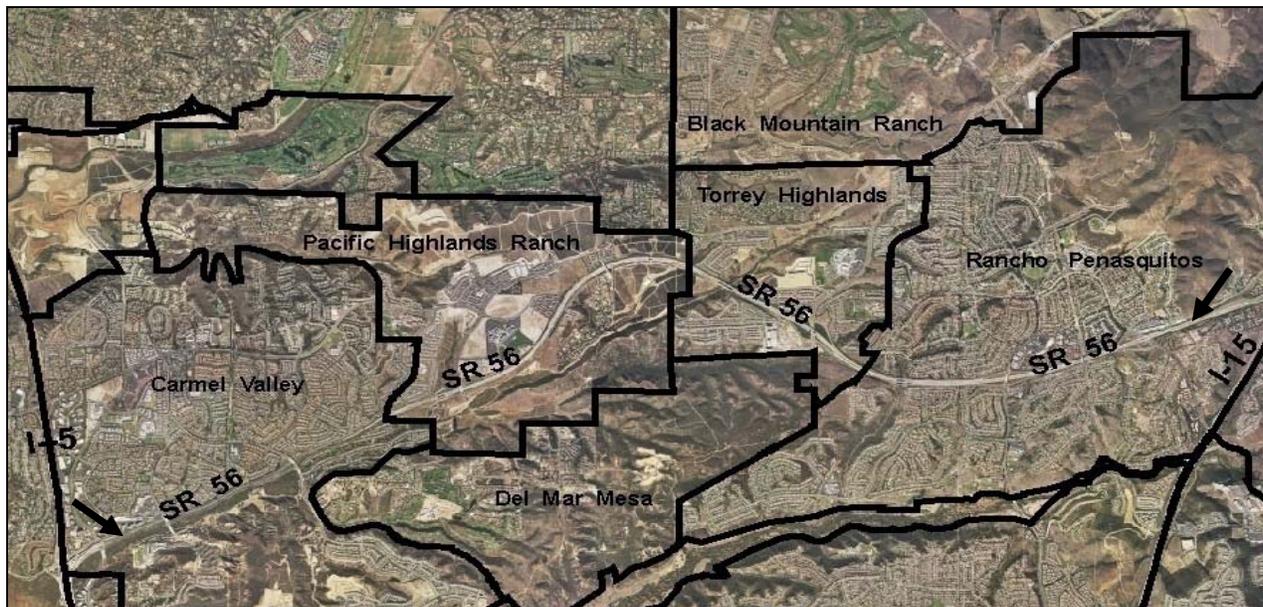
**TITLE: STATE ROUTE 56 - EXPANSION TO 6 LANES**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-1.2B**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
FBA-PHR	\$17,476,000							
FBA-BMR	\$18,148,000				\$6,091,000	\$6,000,000	\$6,057,000	
FBA-TH	\$8,580,000							\$8,580,000
FBA-DMM	\$918,000				\$918,000			
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER	\$101,795,000							
UNIDEN								
<b>TOTAL</b>	<b>\$146,917,000</b>	\$0	\$0	\$0	\$7,009,000	\$6,000,000	\$6,057,000	\$8,580,000

SOURCE	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
FBA-PHR						\$17,476,000		
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$17,476,000	\$0	\$0



## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: STATE ROUTE 56 - EXPANSION TO 6 LANES**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-1.2B**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

CONVERSION OF THE FOUR LANE FREEWAY INTO A SIX LANE FACILITY. HIGH OCCUPANCY VEHICLE LANES CAN BE ACCOMODATED WITHIN THE CENTER MEDIAN IN THE FUTURE ONCE REGIONAL FUNDING IS IDENTIFIED.

*REFERENCE:*

BLACK MOUNTAIN RANCH PUBLIC FACILITIES FINANCING PLAN PROJECT T-54.2  
TORREY HIGHLANDS PUBLIC FACILITIES FINANCING PLAN PROJECT T-1.2B  
DEL MAR MESA PUBLIC FACILITIES FINANCING PLAN PROJECT 43-5C.

**JUSTIFICATION:**

DUE TO THE REGIONAL SERVING NATURE OF THIS FREEWAY, IT IS ANTICIPATED THAT FEDERAL, STATE, OR OTHER OUTSIDE FUNDING FOR THIS SEGMENT OF SR-56 WILL BE OBTAINED. IN THE ABSENCE OF THESE OTHER FUNDING SOURCES, DEVELOPMENT WITHIN THE INDIVIDUAL SUBAREAS OF THE NORTH CITY AREA MAY BE REQUIRED TO FUND, OR AT LEAST ADVANCE PARTIAL FUNDING OF THIS PROJECT.

**FUNDING ISSUES:**

THE ABOVE ALLOCATION OF COST REPRESENTS EACH SUBAREA'S FAIR SHARE OF THE ORIGINAL SCOPE OF THE PROJECT. THESE ALLOCATIONS MAY BE REDUCED AS OTHER SOURCES ARE IDENTIFIED. IF OUTSIDE FUNDING IS OBTAINED, THEN BLACK MOUNTIAN RANCH AND PACIFIC HIGHLANDS RANCH WILL BE REIMBURSED ON A PRIORITY BASIS UNTIL ADVANCES ARE REDUCED TO A PROPORTIONATE SHARE AS CALCULATED BY A TRAFFIC LINK ANALYSIS. THE PROPORTIONATE SHARE FOR PACIFIC HIGHLANDS RANCH WOULD BE REDUCED FROM 37.7% TO 26.4%; BLACK MOUNTAIN RANCH FROM 39.3% TO 22.6%. THEREAFTER, ANY REIMBURSEMENTS WOULD BE DISTRIBUTED TO ALL SUBAREAS ON A PRORATA BASIS.

THE ACTUAL TIMING FOR COMMUNITY CONTRIBUTIONS MAY DIFFER AS PUBLIC FACILITY FINANCING PLANS ARE UPDATED SEPARATELY.

**NOTES:**

THE FAIR SHARE ALLOCATION IS BASED UPON EACH COMMUNITY'S PRO RATA SHARE OF DWELLING UNITS. FUNDING ALLOCATIONS ARE BASED UPON THE COMBINED TOTAL COST OF PROJECT T-1.2A AND COMPANION PROJECT T-1.2B.

**SCHEDULE:**

THIS PROJECT WILL BE CONSTRUCTED WHEN FUNDING IS AVAILABLE.

CONTACT: BRAD JOHNSON

TELEPHONE: (619) 533-3770

EMAIL: [BJohnson@sandiego.gov](mailto:BJohnson@sandiego.gov)

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: SR-56/CARMEL VALLEY ROAD INTERCHANGE**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-463.9/S-00719

**PROJECT: T-1.3**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$11,821,488	\$10,728,431		\$1,093,057				
FBA-BMR								
FBA-TH								
FBA-DMM	\$638,243	\$220,697			\$417,546			
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$12,459,731</b>	<b>\$10,949,128</b>	<b>\$0</b>	<b>\$1,093,057</b>	<b>\$417,546</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$0</b>							



## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: SR-56/CARMEL VALLEY ROAD INTERCHANGE**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-463.9/S-00719

**PROJECT: T-1.3**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT PROVIDES FOR LAND ACQUISITION, DESIGN, AND CONSTRUCTION OF A FULL SIX-LANE GRADE-SEPARATED FREEWAY INTERCHANGE, COMPLETE WITH BIKE LANES, AT THE INTERSECTION OF CARMEL VALLEY ROAD AND SR-56. THIS INTERCHANGE CONSISTS OF A 114 FOOT WIDE BRIDGE SPANNING THE SR-56 FREEWAY IMPROVEMENTS, RAMPS THAT PROVIDE ACCESS TO THE FREEWAY, SIGNALS, AND LANDSCAPING.

**JUSTIFICATION:**

DUE TO THE REGIONAL SERVING NATURE OF THIS INTERCHANGE, THE PROJECT WAS FUNDED AS PART OF THE FREEWAY IMPROVEMENTS.

**FUNDING ISSUES:**

THE RAMPS ARE FUNDED BY THE FACILITIES BENEFIT ASSESSMENTS OF PACIFIC HIGHLANDS RANCH (PHR) AND DEL MAR MESA (DMM). THE DEVELOPER (PARDEE) ADVANCED FUNDING FOR THIS PROJECT AND WILL BE REIMBURSED FROM THE PACIFIC HIGHLANDS RANCH AND DEL MAR MESA FACILITIES BENEFIT ASSESSMENTS UNDER THE TERMS OF A REIMBURSEMENT AGREEMENT.

THE ACTUAL TIMING FOR COMMUNITY CONTRIBUTIONS MAY DIFFER AS PUBLIC FACILITY FINANCING PLANS ARE UPDATED SEPARATELY.

**NOTES:**

*REFERENCE:*  
DEL MAR MESA PUBLIC FACILITIES FINANCING PLAN PROJECT 43-6.

**SCHEDULE:**

REIMBURSEMENT FOR CONSTRUCTION AND DESIGN OCCURRED IN FY 2005 AND 2006;  
REIMBURSEMENT FOR LAND IN FY 2013.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

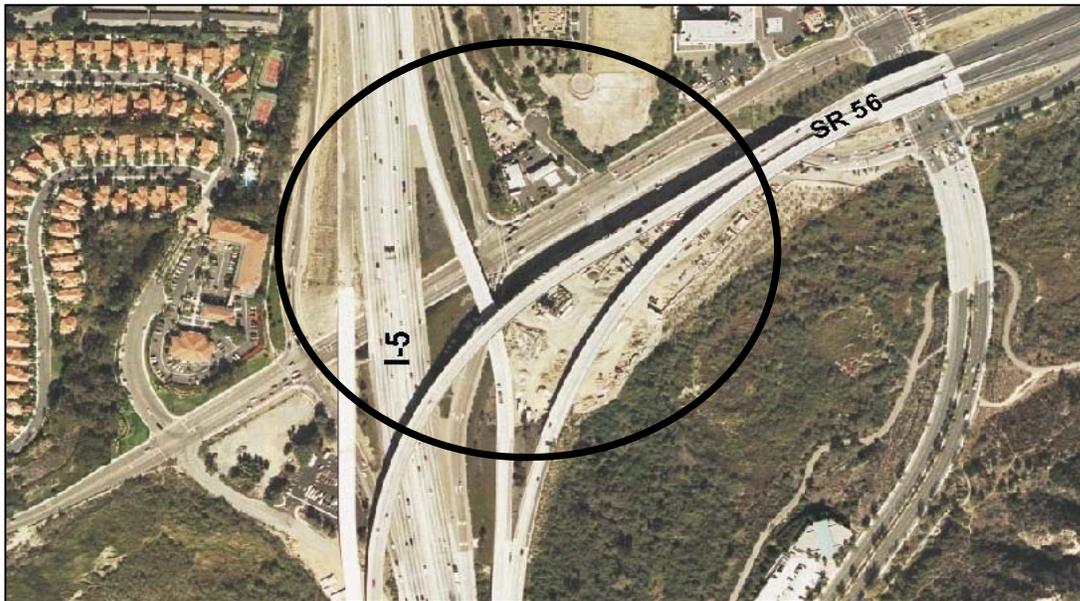
**TITLE: I-5/SR-56 FREEWAY CONNECTORS**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-311.0/S-00707/S-00708/52-311.2

**PROJECT: T-1.5**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$7,000,000	\$711,027	\$168,297	\$100,000				
FBA-BMR	\$580,000						\$580,000	
FBA-TH								
FBA-DMM								
DEV. ADV							\$6,020,676	
FD GRANT	\$1,942,000	\$1,107,188	\$834,812					
FD GRANT	\$375,298	\$349,367	\$25,931					
LTF	\$40,000	\$40,000						
STP								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$9,937,298</b>	<b>\$2,207,582</b>	<b>\$1,029,040</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,600,676</b>	<b>\$0</b>

SOURCE	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
FBA-PHR		\$6,020,676						
FBA-BMR								
FBA-TH								
FBA-DMM								
DEV. ADV		-\$6,020,676						
FD GRANT								
FD GRANT								
LTF								
STP								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: I-5/SR-56 FREEWAY CONNECTORS**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-311.0/S-00707/S-00708/52-311.2

**PROJECT: T-1.5**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT PROVIDES FOR THE PREPARATION OF A PROJECT REPORT AND ENVIRONMENTAL DOCUMENT (PR/ED) FOR THE NORTHERLY CONNECTORS OF THE INTERSTATE 5 AND STATE ROUTE 56 FREEWAYS. ALTERNATIVES UNDER CONSIDERATION INCLUDE DIRECT FREEWAY TO FREEWAY CONNECTORS FROM WEST BOUND SR-56 TO NORTHBOUND I-5 AND SOUTHBOUND I-5 TO EAST BOUND SR-56; AN AUXILIARY LANE ALTERNATIVE WHICH PROPOSES PROVIDING OPERATIONAL IMPROVEMENTS ON I-5 BETWEEN DEL MAR HEIGHTS ROAD AND CARMEL VALLEY ROAD, ON CARMEL VALLEY ROAD BETWEEN I-5 AND SR-56, AND ON SR-56 WEST OF CARMEL COUNTRY ROAD; OR DIRECT FREEWAY CONNECTORS FROM WESTBOUND SR-56 TO NORTHBOUND I-5 AND THE AUXILIARY LANE IMPROVEMENTS ON SOUTHBOUND I-5, EASTBOUND ON CARMEL VALLEY ROAD, AND EASTBOUND SR-56.

**JUSTIFICATION:**

STATE ROUTE 56 OPENED TO TRAFFIC IN JULY 2004 AND PROVIDES AN EAST/WEST CONNECTION BETWEEN INTERSTATES 5 AND 15. THIS INTRODUCES A SIGNIFICANT VOLUME OF TRAFFIC TO THE INTERSTATE 5 CORRIDOR IN CARMEL VALLEY, SOME OF WHICH WILL NEED TO GO TO OR FROM THE NORTH. THIS PROJECT WILL PROVIDE THE IMPROVEMENTS NECESSARY TO MAKE THESE MOVES MOST EFFICIENTLY AND AVOID THE HEAVY USE OF LOCAL STREETS.

**FUNDING ISSUES:**

DUE TO THE REGIONAL SERVING NATURE OF THIS PROJECT, FUNDING FOR THIS PROJECT HAS COME FROM FEDERAL FUNDS APPROVED BY CONGRESS. IT IS ANTICIPATED THAT ADDITIONAL FEDERAL, STATE, OR OTHER OUTSIDE FUNDING WILL ALSO BE USED FOR THIS PROJECT. DEVELOPER (PARDEE) WILL ADVANCE OR OTHERWISE ASSURE THIS COMMUNITY'S SHARE OF FUNDING FOR THIS PROJECT AND BE REIMBURSED FROM THE PACIFIC HIGHLANDS RANCH FACILITIES BENEFIT ASSESSMENT UNDER THE TERMS OF A REIMBURSEMENT AGREEMENT.

THE ACTUAL TIMING FOR COMMUNITY CONTRIBUTIONS MAY DIFFER AS PUBLIC FACILITY FINANCING PLANS ARE UPDATED SEPARATELY.

**NOTES:**

SOME FUNDING FROM PACIFIC HIGHLANDS RANCH AS WELL AS OTHERS MAY BE PROVIDED AS A "LOCAL MATCH" AS AN INDUCEMENT TO OBTAIN THESE OUTSIDE FUNDS. THESE FUNDS MAY PERMIT PORTIONS OF PHASE II TO BE CONSTRUCTED IN ADVANCE OF RECEIPT OF FUNDS FROM OTHER SOURCES.

*REFERENCE:* BLACK MOUNTAIN RANCH PFFP PROJECT T-58.

**SCHEDULE:**

PREPARATION OF THE PROJECT REPORT AND ENVIRONMENTAL DOCUMENT (PR/ED) BEGAN IN FY 2004 AND IS SCHEDULED TO BE COMPLETED IN FY 2012.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

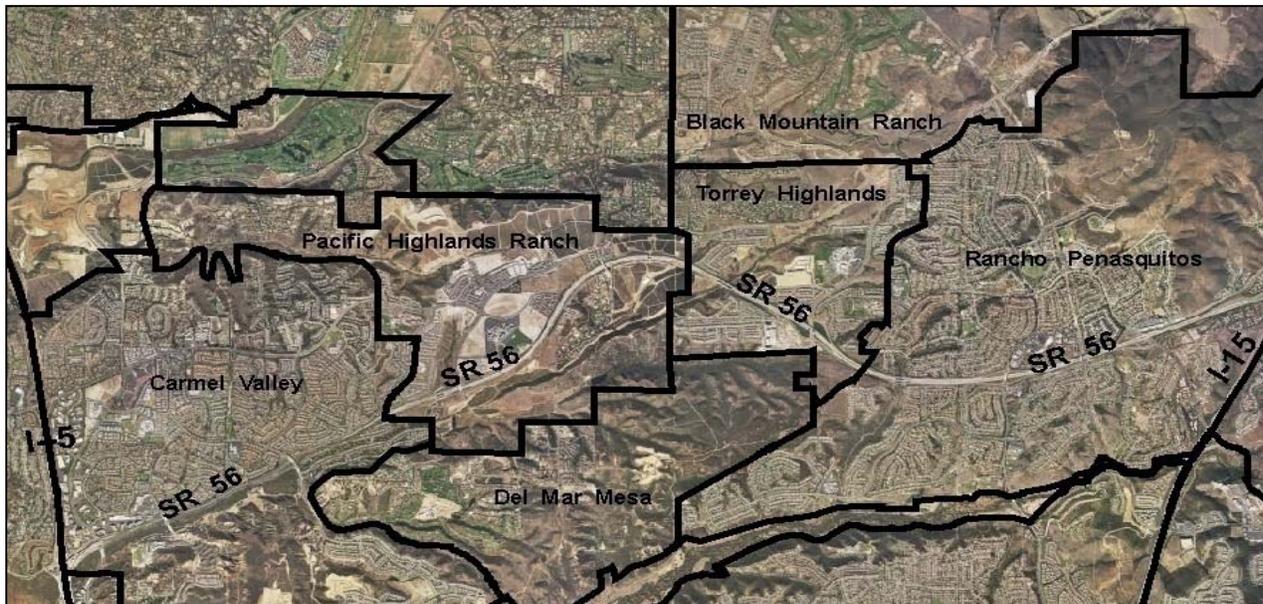
**TITLE: SR-56 BIKE INTERCHANGES**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 58-171.0

**PROJECT: T-1.7**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$530,400							
FBA-BMR	\$605,168				\$335,168	\$270,000		
FBA-TH	\$295,000				\$295,000			
FBA-DMM	\$72,592				\$72,592			
FBA-RP	\$1,750,000							
DEV. ADV			\$605,168		-\$335,168	-\$270,000		
DEV/SUBD								
COUNTY								
STATE								
SANDAG	\$1,200,000	\$1,200,000						
UNIDEN	\$7,869,940							
<b>TOTAL</b>	<b>\$12,323,100</b>	\$1,200,000	\$605,168	\$0	\$367,592	\$0	\$0	\$0

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR							\$530,400	
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP							\$1,750,000	
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
SANDAG								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$2,280,400	\$0



CONTACT: LINDA MARABIAN

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: SR-56 BIKE INTERCHANGES**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 58-171.0

**PROJECT: T-1.7**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT WILL PROVIDE GRADE-SEPARATED BICYCLE PATH INTERCHANGE FACILITIES ALONG STATE ROUTE 56 AT CAMINO DEL SUR AND BLACK MOUNTAIN ROAD.

**JUSTIFICATION:**

BICYCLISTS AND PEDESTRIANS TRAVELING THE SR-56 BICYCLE PATH AND NEEDING TO CROSS THROUGH THE INTERCHANGE AREAS WOULD HAVE TO CONTEND WITH HIGH VOLUMES OF CONFLICTING VEHICULAR TRAFFIC. THESE BICYCLE PATH FACILITIES WILL EXPEDITE THE MOVEMENT ALONG THE BICYCLE PATH THROUGH AND CONNECTING TO THE INTERCHANGE AREAS.

**FUNDING ISSUES:**

THE ACTUAL TIMING FOR COMMUNITY CONTRIBUTIONS MAY DIFFER AS PUBLIC FACILITY FINANCING PLANS ARE UPDATED SEPARATELY.

**NOTES:**

*REFERENCE:* DEL MAR MESA PFFP PROJECT 43-26  
BLACK MOUNTAIN RANCH PFFP PROJECT T-15.2  
TORREY HIGHLANDS PFFP PROJECT T-11  
RANCHO PENASQUITOS PFFP PROJECT 41

**SCHEDULE:**

ENVIRONMENTAL, DESIGN AND CONSTRUCTION TO BE COMPLETED AS FUNDS BECOME AVAILABLE.

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

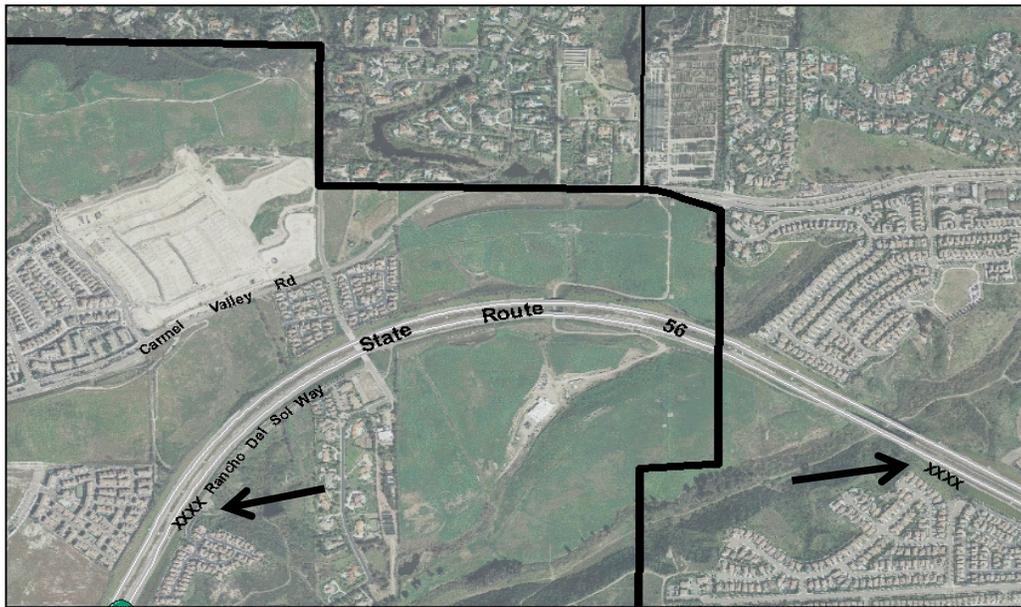
**TITLE: SR-56 COMMUNITY BICYCLE CONNECTORS**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-1.8**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$120,000							
FBA-BMR								
FBA-TH	\$220,000							
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
SANDAG								
UNIDEN								
<b>TOTAL</b>	<b>\$340,000</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR							\$120,000	
FBA-BMR								
FBA-TH			\$220,000					
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
SANDAG								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$220,000	\$0	\$0	\$0	\$120,000	\$0



## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: SR-56 COMMUNITY BICYCLE CONNECTORS**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-1.8**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT WILL PROVIDE FOR THE CONSTRUCTION OF CLASS I BICYCLE PATHS TO THE SR-56 BICYCLE PATH FROM RANCHO DEL SOL WAY IN PACIFIC HIGHLANDS RANCH AND FROM TORREY MEADOWS DRIVE IN TORREY HIGHLANDS.

**JUSTIFICATION:**

THIS PROJECT IS CONSISTENT WITH THE COMMUNITY PLANS, GENERAL PLAN GUIDELINES, AND THE CITY'S BICYCLE MASTER PLAN.

**FUNDING ISSUES:**

THIS PROJECT IS TO BE FUNDED BY THE FBA IF GRANT FUNDING IS NOT AVAILABLE. PACIFIC HIGHLANDS RANCH WILL FUND THE RAMP AT RANCHO DEL SOL WAY. TORREY HIGHLANDS WILL FUND THE PROJECT AT TORREY MEADOWS DRIVE.

**NOTES:**

**SCHEDULE:**

ENVIRONMENTAL, DESIGN AND CONSTRUCTION WILL BE SCHEDULED AS FUNDING BECOMES AVAILABLE.

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: DEL MAR HEIGHTS ROAD (Right Turn Lane to I-5)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-730.0

**PROJECT: T-2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$160,000							\$160,000
FBA-BMR								
FBA-TH	\$160,000		\$160,000					
FBA-DMM								
FBA-RP								
DEV. ADV			\$160,000					-\$160,000
DEV/SUBD	\$160,000		\$160,000					
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$480,000</b>	\$0	\$480,000	\$0	\$0	\$0	\$0	\$0

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: DEL MAR HEIGHTS ROAD (Right Turn Lane to I-5)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-730.0

**PROJECT: T-2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

CONSTRUCTION OF A DEDICATED RIGHT TURN LANE FOR THE TRAFFIC PROCEEDING WESTBOUND ON DEL MAR HEIGHTS ROAD AND TURNING NORTH ONTO INTERSTATE 5 IN CARMEL VALLEY.

**JUSTIFICATION:**

THIS IMPROVEMENT IMPROVES THE CAPACITY OF THE ROADWAY NETWORK THAT SERVES THE DEVELOPMENT IN PACIFIC HIGHLANDS RANCH AND TORREY HIGHLANDS.

**FUNDING ISSUES:**

THE DEVELOPER (KILROY) ADVANCED THE FUNDING FOR THIS PROJECT AND WILL BE REIMBURSED FROM THE PACIFIC HIGHLANDS RANCH AND TORREY HIGHLANDS FACILITIES BENEFIT ASSESSMENTS UNDER THE TERMS OF A REIMBURSEMENT AGREEMENT.

**NOTES:**

*REFERENCE:* TORREY HIGHLANDS PFFP PROJECT T-6.

**SCHEDULE:**

PROJECT IS COMPLETED; REIMBURSEMENT IS PROGRAMMED IN FY 2017.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: DEL MAR HEIGHTS ROAD (4 TO 6 LANES)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-739.0/S-00903

**PROJECT: T-3**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	<b>\$9,842,000</b>	\$8,221,545	\$374	\$1,620,081				
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$9,842,000</b>	<b>\$9,959,626</b>	<b>-\$117,626</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$0</b>							



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: DEL MAR HEIGHTS ROAD (4 TO 6 LANES)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-739.0/S-00903

**PROJECT: T-3**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

CONSTRUCTION OF DEL MAR HEIGHTS ROAD (4 TO 6 LANES) FROM THE WESTERLY LIMITS OF THE COMMUNITY BOUNDARY TO CARMEL VALLEY ROAD WITHIN A 122 FOOT RIGHT-OF-WAY. INCLUDED RELOCATION OF EXISTING CABLE TV AND COMMUNICATIONS FACILITIES; THE BRIDGE CROSSING OVER THE OPEN SPACE CORRIDOR; AN EASTBOUND THIRD LANE AS THE ROADWAY APPROACHES CARMEL VALLEY ROAD; AND TEMPORARY DETOURS DURING CONSTRUCTION.

**JUSTIFICATION:**

THIS FACILITY IS REQUIRED TO ACCOMMODATE TRAFFIC BEING GENERATED BY NEW DEVELOPMENT IN PACIFIC HIGHLANDS RANCH AS WELL AS BY EXISTING SUB-REGIONAL TRAFFIC NEEDS.

**FUNDING ISSUES:**

THE DEVELOPER (PARDEE) ADVANCED THE FUNDING FOR THIS PROJECT AND WILL BE REIMBURSED FROM THE PACIFIC HIGHLANDS RANCH FACILITIES BENEFIT ASSESSMENT UNDER THE TERMS OF A REIMBURSEMENT AGREEMENT.

**NOTES:**

IN PREVIOUS FINANCING PLANS THIS PROJECT WAS SEPARATED INTO THREE PROJECTS OR PHASES (T-3.1, T-3.2, AND T-3.3).

**SCHEDULE:**

PROJECT IS COMPLETED; REIMBURSEMENT IS PROGRAMMED IN FY 2007-13.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: CARMEL VALLEY ROAD (4/6 lanes south of Del Mar Heights Road)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-733.0/S-00900

**PROJECT: T-4.2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	<b>\$7,085,000</b>	\$3,410,239	\$1	\$741,949		\$2,932,812		
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV		\$3,692,812	-\$18,051	-\$741,949		-\$2,932,812		
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$7,085,000</b>	\$7,103,051	-\$18,051	\$0	\$0	\$0	\$0	\$0

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: CARMEL VALLEY ROAD (4/6 lanes south of Del Mar Heights Road)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-733.0/S-00900

**PROJECT: T-4.2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

DESIGN AND CONSTRUCT CARMEL VALLEY ROAD FROM THE CAMINO SANTA FE INTERCHANGE TO DEL MAR HEIGHTS ROAD AS A SIX-LANE FACILITY WITHIN A 146 FOOT RIGHT-OF-WAY TRANSITIONING TO A FOUR LANE FACILITY WITHIN A 122 FOOT RIGHT-OF-WAY (4,000 LF). THE EXPANDED RIGHT-OF-WAY WILL PERMIT WIDENING OF UP TO 24 ADDITIONAL FEET FOR A FUTURE TRANSIT ORIENTED FACILITY. IN THE INTERIM, THESE TWO LANES ARE LANDSCAPED AND INCORPORATED INTO THE CENTER MEDIAN IMPROVEMENTS.

**REFERENCE :**

TORREY HIGHLANDS PUBLIC FACILITIES FINANCING PLAN PROJECT T-4.5

**JUSTIFICATION:**

DUE TO ANTICIPATED TRAFFIC VOLUMES ON CARMEL VALLEY ROAD, THE REACH BETWEEN SR-56 AND DEL MAR HEIGHTS ROAD WILL BE CONSTRUCTED AS A SIX LANE FACILITY, IN TWO PHASES, AS REQUIRED BY THE TRANSPORTATION PHASING PLAN.

**FUNDING ISSUES:**

DEVELOPER (PARDEE) ADVANCED FUNDING FOR THIS PROJECT AND WILL BE REIMBURSED FROM THE PACIFIC HIGHLANDS RANCH FACILITIES BENEFIT ASSESSMENT UNDER THE TERMS OF A REIMBURSEMENT AGREEMENT.

**NOTES:**

THIS PROJECT WILL BE CONSTRUCTED IN TWO PHASES. THE FIRST PHASE BUILT 4 LANES WITHIN A GRADED RIGHT OF WAY FOR 6 LANES. THE SECOND PHASE WILL CONSTRUCT 2 LANES WITHIN THE MEDIAN TO EXPAND FROM 4 LANES TO 6 LANES IN ACCORDANCE WITH THE TRANSPORTAION PHASING PLAN. THIS PROJECT IS A PORTION OF THE TOTAL IMPROVEMENTS FOR CARMEL VALLEY ROAD WITHIN PACIFIC HIGHLANDS RANCH. SEE COMPANION PROJECTS T-4.3 AND T-4.4 FOR THE OTHER PORTIONS OF THIS PROJECT.

**SCHEDULE:**

PHASE I IS COMPLETED. PHASE II WILL OCCUR AS REQUIRED BY THE TRASPORTATION AND FACILITIES PHASING PLAN.

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: CARMEL VALLEY RD (Del Mar Heights Road to Lopelia Meadows Place)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-747.0/S-00906

**PROJECT: T-4.3**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	<b>\$7,205,000</b>	\$6,036,347	\$664	\$1,167,989				
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$7,205,000</b>	<b>\$7,207,336</b>	<b>-\$2,336</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$0</b>							



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: CARMEL VALLEY RD (Del Mar Heights Road to Lopelia Meadows Place)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-747.0/S-00906

**PROJECT: T-4.3**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

DESIGN AND CONSTRUCT CARMEL VALLEY ROAD FROM DEL MAR HEIGHTS ROAD TO LOPELIA MEADOWS PLACE. THE PROJECT IS CONSTRUCTED AS A FOUR-LANE FACILITY BEGINNING AT PACIFIC HIGHLANDS RANCH PARKWAY WITHIN A 122 FOOT RIGHT-OF-WAY THAT CAN ACCOMODATE SIX-LANES IN THE FUTURE (APPROX. 2,800 LF). THE TWO INTERNAL LANES ARE LEFT UNIMPROVED FOR FUTURE EXPANSION TO ACCOMODATE A TRANSIT ORIENTED FACILITY. IN THE INTERIM, THESE TWO LANES SHALL BE LANDSCAPED AND INCORPORATED INTO THE CENTER MEDIAN IMPROVEMENTS.

THIS SECTION OF CARMEL VALLEY ROAD INCLUDES THE PEDESTRIAN UNDERCROSSING AT LOPELIA MEADOWS PLACE, THE RELOCATION OF EXISTING CATV AND COMMUNICATION FACILITIES, AND THE INTERIM DETOUR ROAD DURING CONSTRUCTION.

**JUSTIFICATION:**

DUE TO ANTICIPATED TRAFFIC VOLUMES ON CARMEL VALLEY ROAD, THE REACH BETWEEN PACIFIC HIGHLANDS RANCH PARKWAY AND LOPELIA MEADOWS PLACE WAS CONSTRUCTED AS A FOUR-LANE FACILITY.

**FUNDING ISSUES:**

DEVELOPER (PARDEE) ADVANCED FUNDING FOR THIS PROJECT AND WILL BE REIMBURSED FROM THE PACIFIC HIGHLANDS RANCH FACILITIES BENEFIT ASSESSMENT UNDER THE TERMS OF A REIMBURSEMENT AGREEMENT.

**NOTES:**

THIS IS THE SECOND PORTION OF THE IMPROVEMENTS FOR CARMEL VALLEY ROAD WITHIN PACIFIC HIGHLANDS RANCH. SEE COMPANION PROJECTS T-4.2 AND T-4.4 FOR THE OTHER PORTIONS OF THIS PROJECT.

**SCHEDULE:**

PROJECT IS COMPLETED; REIMBURSEMENT IS PROGRAMMED IN FY 2010-2013.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

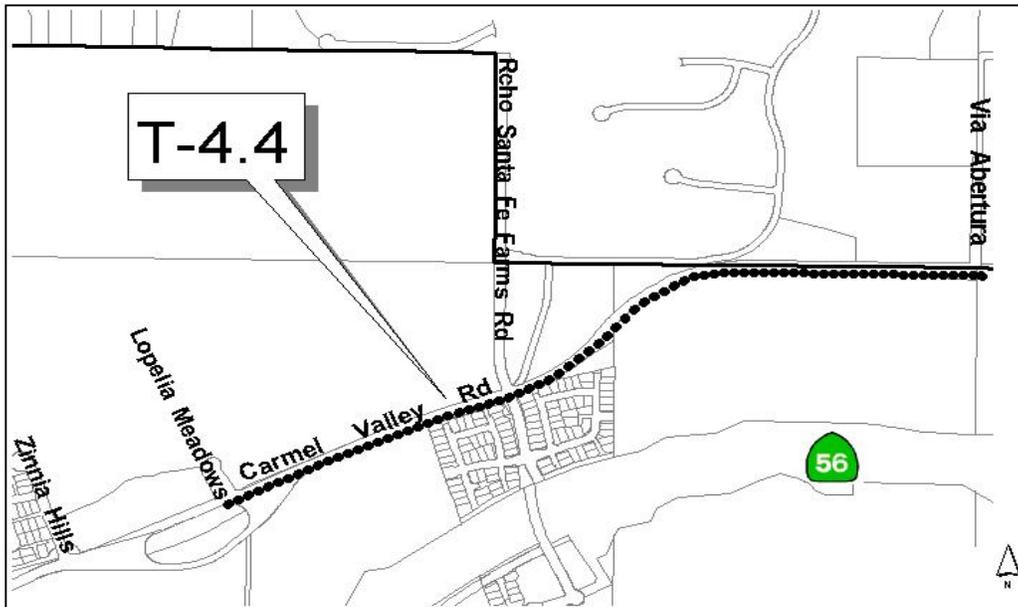
**TITLE: CARMEL VALLEY RD (Lopelia Meadows Place to Via Abertura)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-809.0/S-00934

**PROJECT: T-4.4**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$12,700,000	\$282,851	\$567,149		\$2,000,000		\$600,000	\$8,850,000
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV				\$6,700,000	-\$2,000,000	\$5,150,000	-\$600,000	-\$8,850,000
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$12,700,000</b>	<b>\$282,851</b>	<b>\$567,149</b>	<b>\$6,700,000</b>	<b>\$0</b>	<b>\$5,150,000</b>	<b>\$0</b>	<b>\$0</b>

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR	\$400,000							
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV	-\$400,000							
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$0</b>							



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: CARMEL VALLEY RD (Lopelia Meadows Place to Via Abertura)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-809.0/S-00934

**PROJECT: T-4.4**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

DESIGN AND CONSTRUCT CARMEL VALLEY ROAD FROM LOPELIA MEADOWS PLACE TO VIA ABERTURA AS A FOUR-LANE MAJOR ROAD FACILITY WITHIN A 122 FOOT RIGHT-OF-WAY THAT COULD ACCOMODATE SIX LANES IN THE FUTURE (APPROX. 4,600 LF). THE TWO INTERNAL MEDIAN LANES WILL BE LEFT FOR FUTURE EXPANSION TO ACCOMODATE A POTENTIAL TRANSIT ORIENTED FACILITY. IN THE INTERIM, THESE TWO LANES SHALL BE LANDSCAPED AND INCORPORATED INTO THE CENTER MEDIAN IMPROVEMENTS.

**PHASE I:** CONSTRUCTION OF 4 TRAFFIC LANES FROM LOPELIA MEADOWS PLACE TO RANCHO SANTA FE FARMS ROAD (RSFR) WITH A TEMPORARY TRANSITION TO THE EXISTING 2-LANE CONDITION EAST OF RSFR. THE PHASE I INCLUDES FULL PARKWAY AND MEDIAN LANDSCAPING, PUBLIC UTILITIES, RELOCATION OF EXISTING FRANCHISE SERVICES, AND FRONTING IMPROVEMENTS.

**PHASE II:** EXTEND THE SAME CONFIGURATION OF A 4-LANE MAJOR ROADWAY WITH THE POTENTIAL FOR WIDENING TO 6 LANES WITHIN THE MEDIAN FROM RSFR TO THE EASTERN COMMUNITY PLAN BOUNDARY AT VIA ABERTURA.

**JUSTIFICATION:**

DUE TO ANTICIPATED TRAFFIC VOLUMES ON CARMEL VALLEY ROAD, THE REACH BETWEEN LOPELIA MEADOWS PARKWAY AND VIA ABURTURA WILL BE REALIGNED AND WIDENED TO A FOUR-LANE MAJOR ROAD FACILITY THAT COULD BE EXPANDED TO 6 LANES TO ACCOMMODATE A POTENTIAL TRANSIT FACILITY IN THE FUTURE.

**FUNDING ISSUES:**

DEVELOPER (PARDEE) MAY ADVANCE FUNDING FOR THIS PROJECT AND BE REIMBURSED FROM THE PACIFIC HIGHLANDS RANCH FACILITIES BENEFIT ASSESSMENT UNDER THE TERMS OF A REIMBURSEMENT AGREEMENT.

**NOTES:**

THIS IS THE THIRD PORTION OF IMPROVEMENTS FOR CARMEL VALLEY ROAD WITHIN PACIFIC HIGHLANDS RANCH. SEE COMPANION PROJECTS T-4.2 AND T-4.3 FOR THE OTHER SEGMENTS OF THIS PROJECT.

**SCHEDULE:**

PHASE I COMPLETION IS SCHEDULED FOR FY 2013. PHASE II IS ANTICIPATED TO BE CONSTRUCTED WITH ADJACENT SUBDIVISION DEVELOPMENT ESTIMATED TO OCCUR IN FY 2015.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

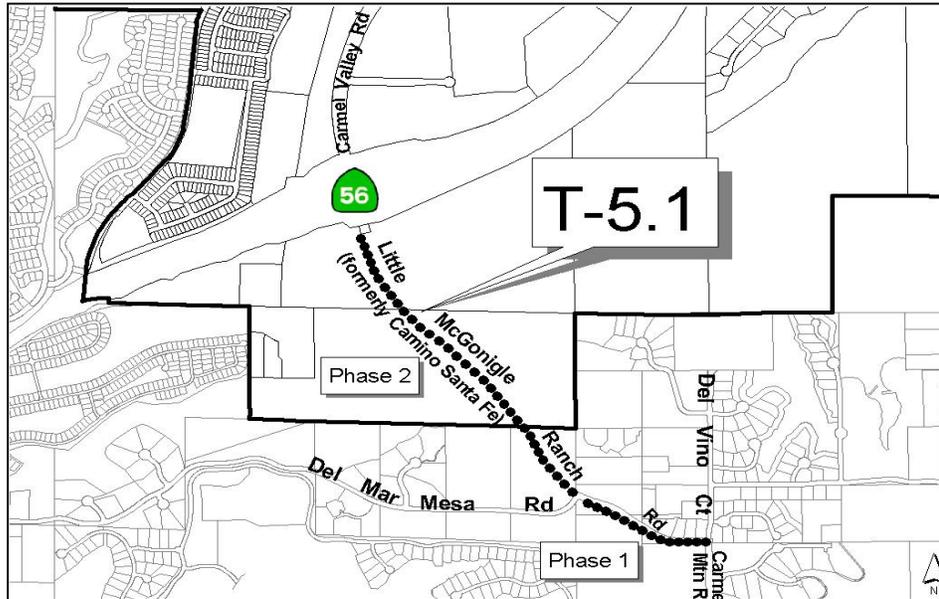
**TITLE: LITTLE MCGONIGLE RANCH ROAD - DEL MAR MESA ROAD TO SR-56**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-723.0

**PROJECT: T-5.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM	<b>\$10,860,412</b>	\$860,411						
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$10,860,412</b>	\$860,411	\$0	\$0	\$0	\$0	\$0	\$0

SOURCE	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM							\$10,000,001	
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000,001	\$0



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: LITTLE MCGONIGLE RANCH ROAD - DEL MAR MESA ROAD TO SR-56**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-723.0

**PROJECT: T-5.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT WILL BE COMPLETED IN TWO PHASES.

**PHASE I:** CONSTRUCTION OF LITTLE MCGONIGLE RANCH ROAD (FORMERLY CAMINO SANTA FE) (44'/65') FROM THE NORTHERLY TERMINUS OF CARMEL MOUNTAIN ROAD AT DEL VINO COURT, NORTHWESTERLY TO THE EASTERLY TERMINUS OF DEL MAR MESA ROAD. THE PROJECT INCLUDES A MULTI-USE TRAIL ADJACENT TO THE ROADWAY.

**PHASE II:** CONSTRUCTION OF LITTLE MCGONIGLE RANCH ROAD (40'/62') FROM DEL MAR MESA ROAD TO SR-56. THE PROJECT WILL INCLUDE A 100' BRIDGE STRUCTURE. A MULTI-USE TRAIL WILL ALSO BE CONSTRUCTED ADJACENT TO THE ROADWAY.

**JUSTIFICATION:**

THIS PROJECT IS REQUIRED TO ACCOMMODATE THE ADDITIONAL TRAFFIC GENERATED BY DEL MAR MESA AND WILL PROVIDE ACCESS FROM DEL MAR MESA TO THE ADJOINING COMMUNITIES. CONSTRUCTION IS REQUIRED IN ACCORDANCE WITH THE DEL MAR MESA TRANSPORTATION PHASING PLAN.

**FUNDING ISSUES:**

**NOTES:**

*REFERENCE :*  
DEL MAR MESA PUBLIC FACILITIES FINANCING PLAN PROJECT 43-4.

**SCHEDULE:**

PHASE I IS COMPLETED. FBA REIMBURSEMENT WILL BE MADE AS FUNDS BECOME AVAILABLE UNDER THE TERMS OF A REIMBURSEMENT AGREEMENT.

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: VILLAGE CENTER LOOP ROAD (Carmel Valley Road east to Lin Property Line)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-770.0/S-00919

**PROJECT: T-6.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017			
FBA-PHR	<b>\$2,627,000</b>	\$2,531,458	\$60	\$95,482							
FBA-BMR											
FBA-TH											
FBA-DMM											
FBA-RP											
DEV. ADV					\$95,542	-\$60	-\$95,482				
DEV/SUBD											
COUNTY											
STATE											
OTHER											
UNIDEN											
<b>TOTAL</b>	<b>\$2,627,000</b>	<b>\$2,627,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$0</b>							



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: VILLAGE CENTER LOOP ROAD (Carmel Valley Road east to Lin Property Line)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-770.0/S-00919

**PROJECT: T-6.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

CONSTRUCT THE VILLAGE LOOP DRIVE FROM THE INTERSECTION OF DEL MAR HEIGHTS ROAD AND CARMEL VALLEY ROAD EASTERLY TO THE LIN PROPERTY LINE (APPROXIMATELY 2,000 LINEAR FEET) AS A FOUR-LANE COLLECTOR ROADWAY WITHIN A 108 FOOT RIGHT-OF-WAY TO PROVIDE ACCESS TO THE HIGH SCHOOL SITE AND THE CORE RESIDENTIAL AREAS.

**JUSTIFICATION:**

THIS PROJECT IS DEPENDENT UPON THE DEVELOPMENT OF THE HIGH SCHOOL, COMMUNITY PARK, AND CORE RESIDENTIAL AREA AS WELL AS THE VILLAGE AREA OF THE COMMUNITY.

**FUNDING ISSUES:**

DEVELOPER (PARDEE) ADVANCED FUNDING FOR THIS PROJECT AND WILL BE REIMBURSED FROM THE PACIFIC HIGHLANDS RANCH FACILITIES BENEFIT ASSESSMENT UNDER THE TERMS OF A REIMBURSEMENT AGREEMENT.

**NOTES:**

THE SECOND PHASE, APPROXIMATELY 800 LINEAR FEET, WILL COMPLETE THE LOOP AND WILL BE BUILT DEPENDENT UPON THE DEVELOPMENT OF THE ADJACENT VILLAGE AND THE REMAINDER OF THE CORE RESIDENTIAL AREAS.  
SEE COMPANION PROJECT T-6.2.

**SCHEDULE:**

PHASE I IS COMPLETED; REIMBURSEMENT IS PROGRAMMED IN FY 2007-2013.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

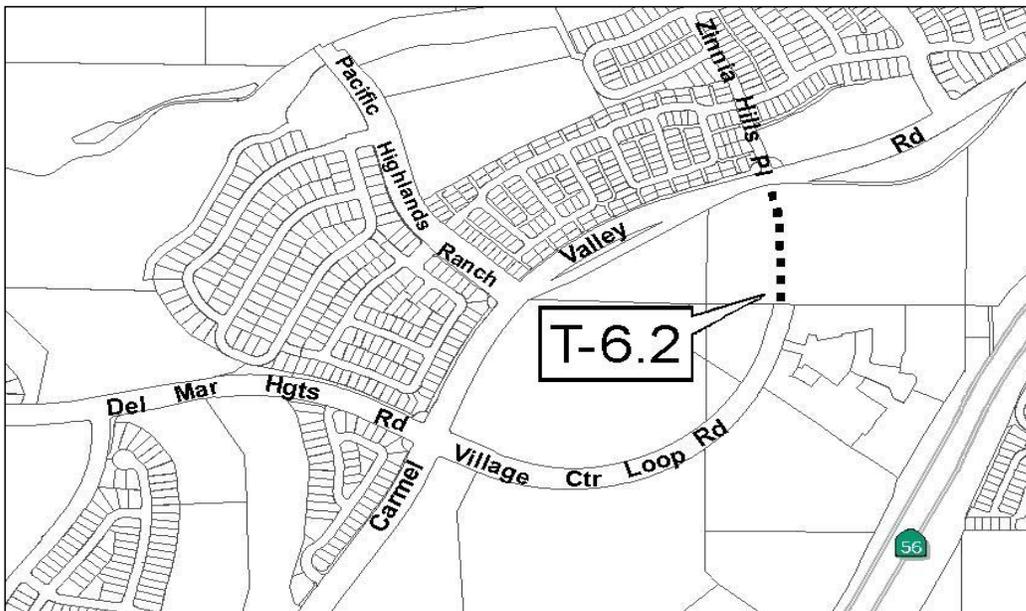
**TITLE: VILLAGE CENTER LOOP ROAD (Lin Property Line east to Carmel Valley Road)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-6.2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	
FBA-PHR	<b>\$3,700,000</b>								
FBA-BMR									
FBA-TH									
FBA-DMM									
FBA-RP									
DEV. ADV									
DEV/SUBD									
COUNTY									
STATE									
OTHER									
UNIDEN									
<b>TOTAL</b>		<b>\$3,700,000</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR			\$3,700,000					
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$3,700,000	\$0	\$0	\$0	\$0	\$0



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: VILLAGE CENTER LOOP ROAD (Lin Property Line east to Carmel Valley Road)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-6.2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

CONSTRUCT THE VILLAGE LOOP DRIVE FROM THE LIN PROPERTY LINE EASTERLY TO A SECOND INTERSECTION OF CARMEL VALLEY ROAD (APPROXIMATELY 800 LINEAR FEET) AS A FOUR-LANE COLLECTOR ROADWAY WITHIN A 108 FOOT RIGHT-OF-WAY.

**JUSTIFICATION:**

THIS PROJECT IS DEPENDENT UPON THE DEVELOPMENT OF THE HIGH SCHOOL, COMMUNITY PARK, AND CORE RESIDENTIAL AREA AS WELL AS THE VILLAGE AREA OF THE COMMUNITY.

**FUNDING ISSUES:**

**NOTES:**

THIS SECOND PHASE, APPROXIMATELY 800 LINEAR FEET, WILL COMPLETE THE LOOP AND WILL BE BUILT DEPENDENT UPON THE DEVELOPMENT OF THE ADJACENT VILLAGE AND THE REMAINDER OF THE CORE RESIDENTIAL AREAS.  
SEE COMPANION PROJECT T-6.1.

**SCHEDULE:**

PHASE II WILL BE COMPLETED WITH THE DEVELOPMENT OF THE ADJACENT PROPERTY AND IS ANTICIPATED TO OCCUR IN FY 2020.

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

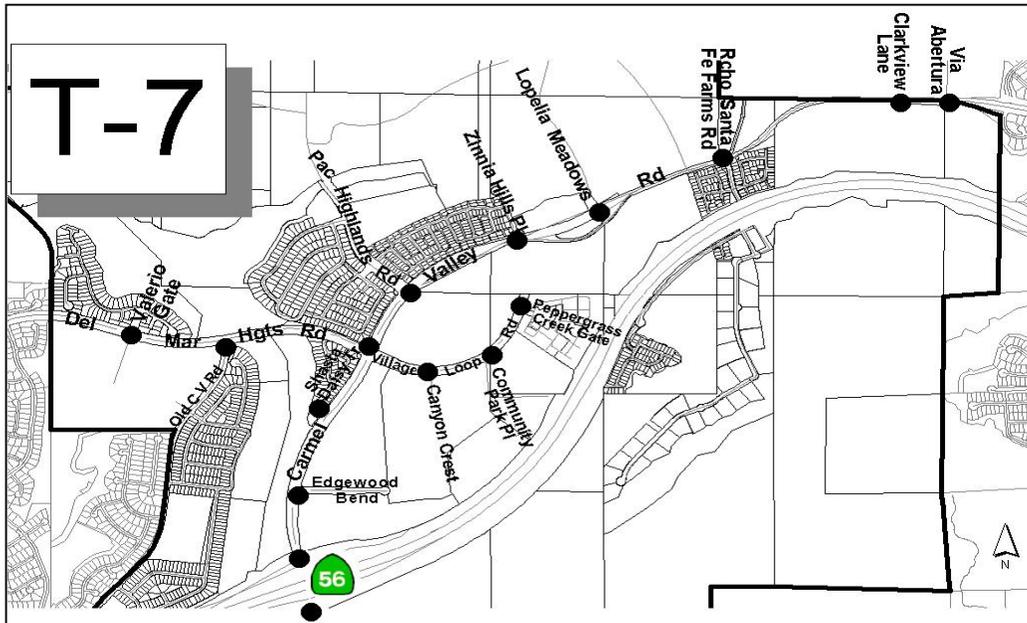
**TITLE: TRAFFIC SIGNALS**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 68-020.0/S-01062

**PROJECT: T-7**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$2,400,000	\$1,220,996	\$241	\$1,178,763				
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV		\$1,184,263	-\$5,500	-\$1,178,763				
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$2,400,000</b>	<b>\$2,405,259</b>	<b>-\$5,259</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

SOURCE	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$0</b>							



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: TRAFFIC SIGNALS**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 68-020.0/S-01062

**PROJECT: T-7**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT ADDRESSES THE TRAFFIC SIGNALS THAT WILL BE REQUIRED AT INTERSECTIONS OF ARTERIAL ROADWAYS WITHIN THE COMMUNITY.

**POTENTIAL LOCATIONS:**

- 1) CARMEL VALLEY ROAD @ SR 56 (EAST BOUND) - COMPLETED
- 2) CARMEL VALLEY ROAD @ SR 56 (WEST BOUND) - COMPLETED
- 3) VILLAGE LOOP DRIVE @ CANYON CREST PLACE - COMPLETED
- 4) VILLAGE LOOP DRIVE @ COMMUNITY PARK PLACE - COMPLETED
- 5) CARMEL VALLEY ROAD @ SHASTA DAISY TRAIL - COMPLETED
- 6) CARMEL VALLEY ROAD @ DEL MAR HEIGHTS ROAD - COMPLETED
- 7) CARMEL VALLEY ROAD @ ZINNIA HILLS PLACE - COMPLETED
- 8) CARMEL VALLEY ROAD @ LOPELIA MEADOWS PLACE - COMPLETED
- 9) CARMEL VALLEY ROAD @ PACIFIC HIGHLANDS RANCH PARKWAY - COMPLETED
- 10) DEL MAR HEIGHTS ROAD @ OLD CARMEL VALLEY ROAD - COMPLETED
- 11) DEL MAR HEIGHTS ROAD @ VALERIO GATE - COMPLETED
- 12) CARMEL VALLEY ROAD @ EDGEWOOD BEND COURT - COMPLETED
- 13) VILLAGE CENTER LOOP ROAD @ PEPPERGRASS CREEK GATE
- 14) CARMEL VALLEY ROAD @ RANCHO SANTA FE FARMS ROAD
- 15) CARMEL VALLEY ROAD @ CLARKVIEW LANE
- 16) CARMEL VALLEY ROAD @ VIA ALBERTURA - COMPLETED

**FUNDING ISSUES:**

**NOTES:**

**SCHEDULE:**

SCHEDULED TO BE COMPLETED AS THE COMMUNITY DEVELOPS.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

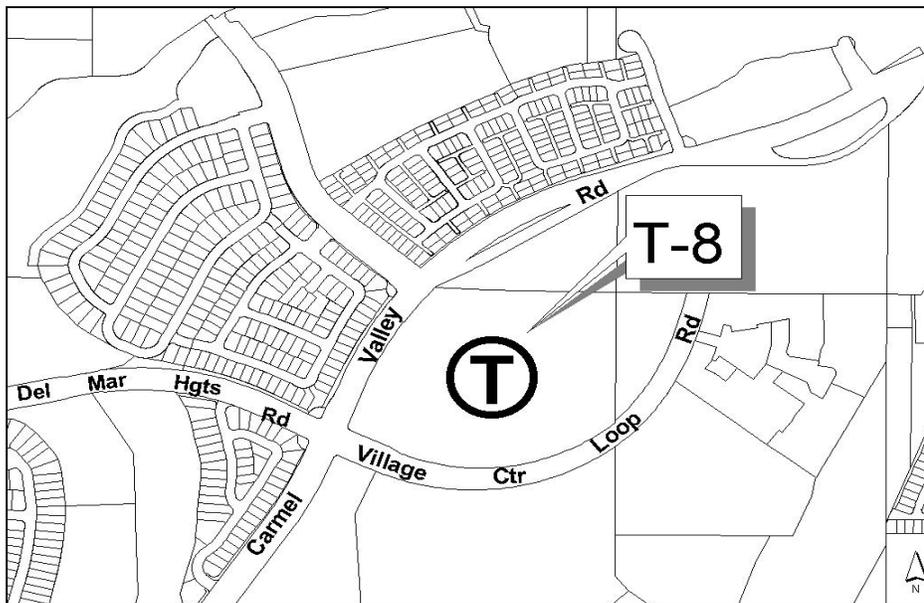
**TITLE: TRANSIT CENTER**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-8**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	<b>\$4,113,000</b>							
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$4,113,000</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR						\$1,000,000	\$3,113,000	
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$3,113,000	\$0



## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: TRANSIT CENTER**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-8**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

LAND ACQUISITION, DESIGN, AND CONSTRUCTION OF AN OFF-STREET TRANSIT CENTER (+/- 1-ACRE) WITHIN THE TOWN CENTER VILLAGE. THE TRANSIT CENTER WILL BE LOCATED SUCH THAT BUSES AND OTHER MASS TRANSPORTATION VEHICLES CAN QUICKLY AND EFFICIENTLY MOVE THROUGH THE COMMUNITY.

THIS PROJECT MAY INCLUDE, BUT IS NOT LIMITED TO, A PASSENGER SHELTER, BICYCLE STORAGE, AND VEHICLE PARKING AT THE CENTER. THE PROJECT MAY ALSO INCLUDE THE ACQUISITION OF PASSENGER VANS FOR VAN POOL SERVICES UNTIL A BUS ROUTE LINKED TO I-5 IS PROVIDED AND ACQUISITION OF SHUTTLE BUSES FOR SHUTTLE SERVICES ONCE CONNECTIONS ARE MADE TO THE I-5 EXPRESS BUS CORRIDOR.

**JUSTIFICATION:**

THE TRANSIT CENTER WILL FACILITATE TRANSFER ACTIVITY FOR PLANNED ROUTES AND ESTABLISH A CENTRAL FOCAL POINT FOR TRANSIT WITHIN THE COMMUNITY.

**FUNDING ISSUES:**

PURSUANT TO MUNICIPAL CODE LIMITATION, FBA FUNDS CANNOT BE USED TO OPERATE OR MAINTAIN THE ROLLING STOCK OR CENTER FACILITIES.

**NOTES:**

**SCHEDULE:**

PROJECT COMPLETION IS SCHEDULED FOR FY 2024

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

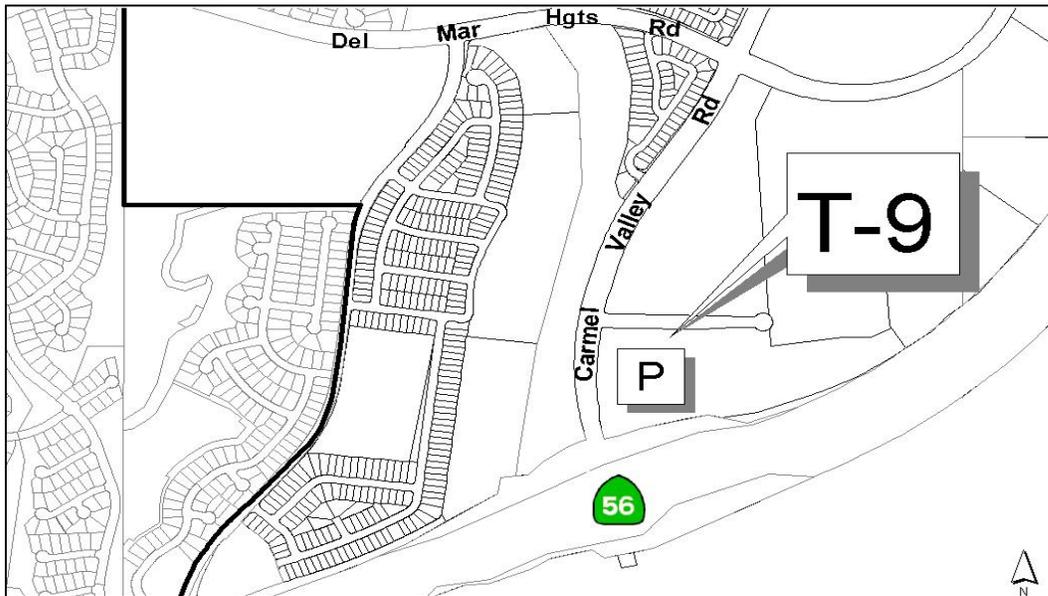
**TITLE: PARK-N-RIDE**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-9**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$2,428,000							
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$2,428,000</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR						\$2,428,000		
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$2,428,000	\$0	\$0



## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: PARK-N-RIDE**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-9**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

PROVIDE FOR THE DESIGN AND CONSTRUCTION OF A PARK AND RIDE FACILITY NEAR THE SR-56/CARMEL VALLEY ROAD INTERCHANGE TO ACCOMMODATE 100 PARKING SPACES (APPROXIMATELY ONE ACRE). BOTH LAND ACQUISITION AND CONSTRUCTION OF THIS FACILITY SHALL BE THE RESPONSIBILITY OF THE FACILITIES BENEFIT ASSESSMENT.

**JUSTIFICATION:**

**FUNDING ISSUES:**

**NOTES:**

**SCHEDULE:**

DESIGN AND CONSTRUCTION ARE DEPENDENT UPON THE NEEDS AND DEMANDS GENERATED FROM THE COMMUNITY AND THE TRANSIT ROUTES AS DISCUSSED IN THE TRANSIT MASTER PLAN.

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: BLACK MOUNTAIN ROAD**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-11.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$750,000							
FBA-BMR	\$993,000							\$993,000
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER	\$7,626,000							
UNIDEN								
<b>TOTAL</b>	<b>\$9,369,000</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$993,000

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR							\$750,000	
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$0



## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: BLACK MOUNTAIN ROAD**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-11.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

WIDEN BLACK MOUNTAIN ROAD IN RANCHO PENASQUITOS, FROM SR-56 SOUTHERLY TO MERCY ROAD TO A MODIFIED SIX-LANE ARTERIAL WITH CLASS II BICYCLE LANES. THE INTERSECTION AT BLACK MOUNTAIN ROAD AND PARK VILLAGE ROAD WILL BE MODIFIED TO PROVIDE FOR CLASS II BICYCLE LANES.

**JUSTIFICATION:**

THIS PROJECT IS REQUIRED TO ACCOMMODATE THE ADDITIONAL TRAFFIC GENERATED AS A RESULT OF DEVELOPMENT IN THE SURROUNDING COMMUNITIES, INCLUDING PACIFIC HIGHLANDS RANCH.

**FUNDING ISSUES:**

PACIFIC HIGHLANDS RANCH'S FAIR SHARE CONTRIBUTION TO THIS CURRENTLY UNFUNDED PROJECT IS 8%. BLACK MOUNTAIN RANCH'S FAIR SHARE CONTRIBUTION IS 10.6%.

THE ACTUAL TIMING FOR COMMUNITY CONTRIBUTIONS MAY DIFFER AS PUBLIC FACILITY FINANCING PLANS ARE UPDATED SEPARATELY.

**NOTES:**

*REFERENCE :*

RANCHO PENASQUITOS PUBLIC FACILITIES FINANCING PLAN PROJECT 29-2D  
BLACK MOUNTAIN RANCH PUBLIC FACILITIES FINANCING PLAN PROJECT T-57

**SCHEDULE:**

PROJECT COMPLETION IS SCHEDULED WHEN FUNDING IS AVAILABLE.

CONTACT: LINDA MARABIAN

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EMAIL: [LMarabian@sandiego.gov](mailto:LMarabian@sandiego.gov)

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: BLACK MOUNTAIN ROAD AT PARK VILLAGE**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-11.2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
FBA-PHR	\$37,227				\$37,227			
FBA-BMR(cr)	\$428,105	\$465,332			-\$37,227			
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$465,332</b>	<b>\$465,332</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

SOURCE	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$0</b>							



CONTACT: LINDA MARABIAN

TELEPHONE: (619) 533-3082

EMAIL: [LMarabian@saniego.gov](mailto:LMarabian@saniego.gov)

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: BLACK MOUNTAIN ROAD AT PARK VILLAGE**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-11.2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

CONSTRUCT IMPROVEMENTS TO THIS EXISTING INTERSECTION IN RANCHO PENASQUITOS TO INCREASE ITS CAPACITY. IMPROVEMENTS CONSISTS OF DUAL NORTHBOUND TO WESTBOUND LEFT TURN LANES FROM BLACK MOUNTAIN ROAD TO PARK VILLAGE ROAD.

*REFERENCE:*

BLACK MOUNTAIN RANCH PUBLIC FACILITIES FINANCING PLAN PROJECT T-4  
(ITEM D)

**JUSTIFICATION:**

THIS PROJECT IS REQUIRED TO ACCOMMODATE THE ADDITIONAL TRAFFIC GENERATED AS A RESULT OF DEVELOPMENT IN THE SURROUNDING COMMUNITIES, INCLUDING PACIFIC HIGHLANDS RANCH AND BLACK MOUNTAIN RANCH.

**FUNDING ISSUES:**

**NOTES:**

BLACK MOUNTAIN RANCH HAS AN OBLIGATION TO ADVANCE THE COST OF THIS FACILITY AS PART OF ITS DEVELOPMENT AGREEMENT, WITH REIMBURSEMENT FROM OTHERS, I.E. PACIFIC HIGHLANDS RANCH, FOR THEIR RESPECTIVE FAIR SHARE AMOUNT.

**SCHEDULE:**

PROJECT WAS COMPLETED IN FY 2004; REIMBURSEMENT IS PROGRAMMED IN FY 2013.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

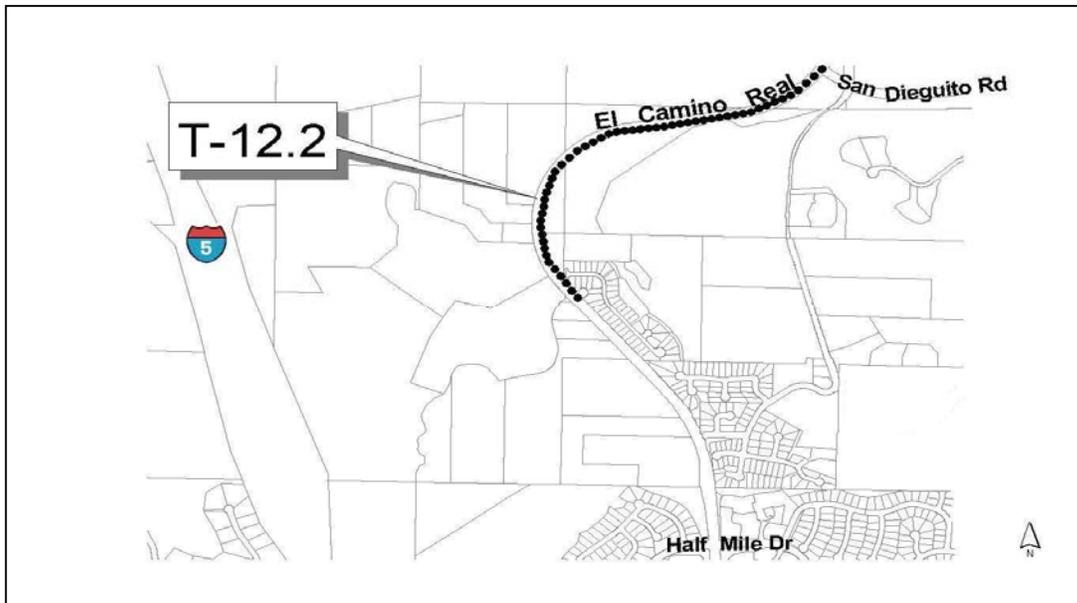
**TITLE: EL CAMINO REAL WIDENING (Sea Country Lane to San Dieguito Road)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-767.0/S-00916

**PROJECT: T-12.2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$100,000	\$955	\$99,045					
FBA-BMR(cr)	\$4,256,000	\$3,406,621	\$849,379					
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD	\$1,088,383		\$100,000		\$988,383			
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$5,444,383</b>	<b>\$3,407,576</b>	<b>\$1,048,424</b>	<b>\$0</b>	<b>\$988,383</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR								
FBA-BMR(cr)								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$0</b>							



CONTACT: LINDA MARABIAN

TELEPHONE: (619) 533-3082

EMAIL: [LMarabian@sandiego.gov](mailto:LMarabian@sandiego.gov)

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: EL CAMINO REAL WIDENING (Sea Country Lane to San Dieguito Road)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-767.0/S-00916

**PROJECT: T-12.2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

COMPLETE CONSTRUCTION OF EXISTING EL CAMINO REAL BETWEEN SEA COUNTRY LANE AND SAN DIEGUITO ROAD AS A 4-LANE MAJOR STREET WITHIN THE EXISTING, GRADED RIGHT OF WAY. THE ESTIMATED COST INCLUDES ENVIRONMENTAL ANALYSIS AND ALIGNMENT STUDIES FOR THE ENTIRE LENGTH OF EL CAMINO REAL (SEA COUNTRY LANE TO VIA DE LA VALLE). INCLUDES TRAFFIC SIGNAL AT SEA COUNTRY LANE AND A WILDLIFE UNDERCROSSING.

**JUSTIFICATION:**

THIS PROJECT IS REQUIRED IN ORDER TO ACCOMMODATE THE ADDITIONAL TRAFFIC GENERATED AS A RESULT OF DEVELOPMENT IN THE SURROUNDING COMMUNITIES, INCLUDING PACIFIC HIGHLANDS RANCH, AS WELL AS THE EXISTING SUB-REGIONAL TRAFFIC NEEDS.

**FUNDING ISSUES:**

ALL PRORATA FUNDING DISTRIBUTION SHALL BE BASED ON THE SHARE OF TRAFFIC CONTRIBUTED BY EACH COMMUNITY OR PROJECT, EXCEPT PACIFIC HIGHLANDS RANCH (FBA) WILL BE LIMITED TO \$100,000 TOWARD FUNDING THE PRELIMINARY ENGINEERING FOR THE WILDLIFE UNDERCROSSING.

PARDEE: \$100,000 FOR WILDLIFE UNDERCROSSING PER DEVELOPMENT AGREEMENT SECTION 5.2.4

**NOTES:**

PARDEE HAS CONTRIBUTED \$100,000 TOWARDS THE COST OF A WILDLIFE UNDERCROSSING AS PART OF THE TERMS OF ITS DEVELOPMENT AGREEMENT.

*REFERENCE:* BLACK MOUNTAIN RANCH PUBLIC FACILITIES FINANCING PLAN PROJECT T-29.1.

**SCHEDULE:**

ROADWAY IS COMPLETED. THE TRAFFIC SIGNAL AND WILDLIFE UNDERCROSSING IS EXPECTED TO BE COMPLETED PRIOR TO FY 2013.

CONTACT: LINDA MARABIAN

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

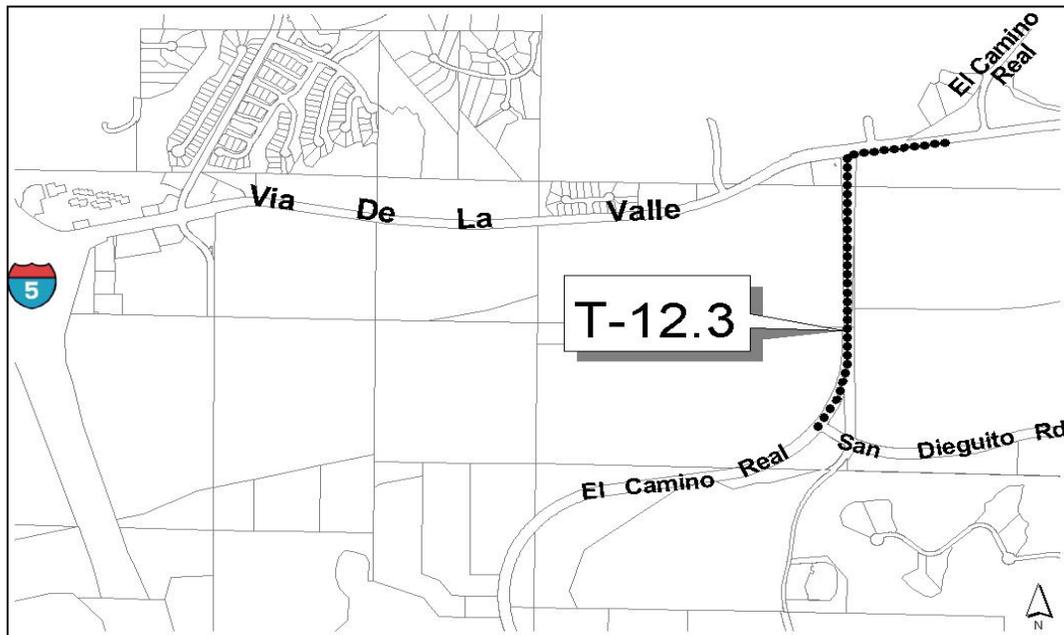
**TITLE: EL CAMINO REAL WIDENING (San Dieguito Road to Via de la Valle)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-479.0/S-00856

**PROJECT: T-12.3**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$796,300	\$57,688	\$738,612					
FBA-BMR(cr)	\$714,354					\$714,354		
FBA-TH								
DIF-FR	\$675,561	\$675,561						
DEV. ADV					\$714,354	-\$714,354		
DEV/SUBD	\$1,110,000				\$1,110,000			
COUNTY	\$157,000		\$157,000					
TRANSNET	\$1,100,000	\$282,773	\$317,227	\$500,000				
FED-RSTP	\$2,560,000		\$2,560,000					
FED-GRANT	\$9,820,000	\$1,700,000		\$1,428,000	\$6,692,000			
UNIDEN								
<b>TOTAL</b>	<b>\$16,933,215</b>	<b>\$2,716,022</b>	<b>\$3,772,839</b>	<b>\$1,928,000</b>	<b>\$8,516,354</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR								
FBA-BMR(cr)								
FBA-TH								
FBA-DMM								
DIF-FR								
DEV. ADV								
DEV/SUBD								
COUNTY								
TRANSNET								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$0</b>							



CONTACT: DEAN MARSDEN

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EMAIL: [dmarsden@sandiego.gov](mailto:dmarsden@sandiego.gov)

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: EL CAMINO REAL WIDENING (San Dieguito Road to Via de la Valle)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-479.0/S-00856

**PROJECT: T-12.3**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

IMPROVE EL CAMINO REAL BETWEEN SAN DIEGUITO ROAD AND VIA DE LA VALLE AS A 4-LANE MAJOR STREET. REPLACE THE EXISTING EL CAMINO REAL BRIDGE OVER THE SAN DIEGUITO RIVER WITH A NEW 4-LANE BRIDGE. WIDENING OF VIA DE LA VALLE TO FOUR LANES BETWEEN WEST EL CAMINO REAL AND EAST EL CAMINO REAL.  
SEE COMPANION PROJECT T-12.2.

**JUSTIFICATION:**

THIS PROJECT IS REQUIRED IN ORDER TO IMPROVE THE STRUCTURAL INTEGRITY OF THE BRIDGE OVER THE SAN DIEGUITO RIVER, ALLEVIATE PROBLEMS ASSOCIATED WITH HIGH FLOOD EVENTS, IMPROVE PEDESTRIAN AND VEHICULAR ACCESS TO NEARBY COASTAL AND RECREATIONAL RESOURCES, RELIEVE TRAFFIC CONGESTION AND IMPROVE CONSISTENCY WITH THE ADOPTED LAND USE PLAN FOR THE PROJECT AREA.

**FUNDING ISSUES:**

DMHE (PARDEE) PER VTM 94-0576, CONDITIONS #31 AND #32: \$1,110,000

**OTHERS:**

HIGHWAY BRIDGE REPLACEMENT AND REPAIR FUND: \$9,820,000  
RSTP (SURFACE TRANSPORTATION PROGRAM: \$2,560,000

**FRONTAGE PROPERTY INCLUDES APNs:**

302-090-31; 302-261-01-02; 304-020-19; 304-020-16;  
302-090-11; 302-210-60; 302-090-28; AND 302-210-29&30

**NOTES:**

ALL PRORATA FUNDING DISTRIBUTION SHALL BE BASED ON THE SHARE OF TRAFFIC CONTRIBUTED BY EACH COMMUNITY OR PROJECT. **THIS PROJECT, CURRENTLY IN THE ENVIRONMENTAL REVIEW PROCESS, MAY HAVE MODIFICATIONS TO SCOPE AND/OR FUNDING.**

**REFERENCE:**

FY 2006 BLACK MOUNTAIN RANCH PUBLIC FACILITIES FINANCING PLAN T-29.2

**SCHEDULE:**

PROJECT COMPLETION EXPECTED IN FY 2015

CONTACT: DEAN MARSDEN

TELEPHONE: (619) 533-4608

EMAIL: [dmarsden@saniego.gov](mailto:dmarsden@saniego.gov)

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

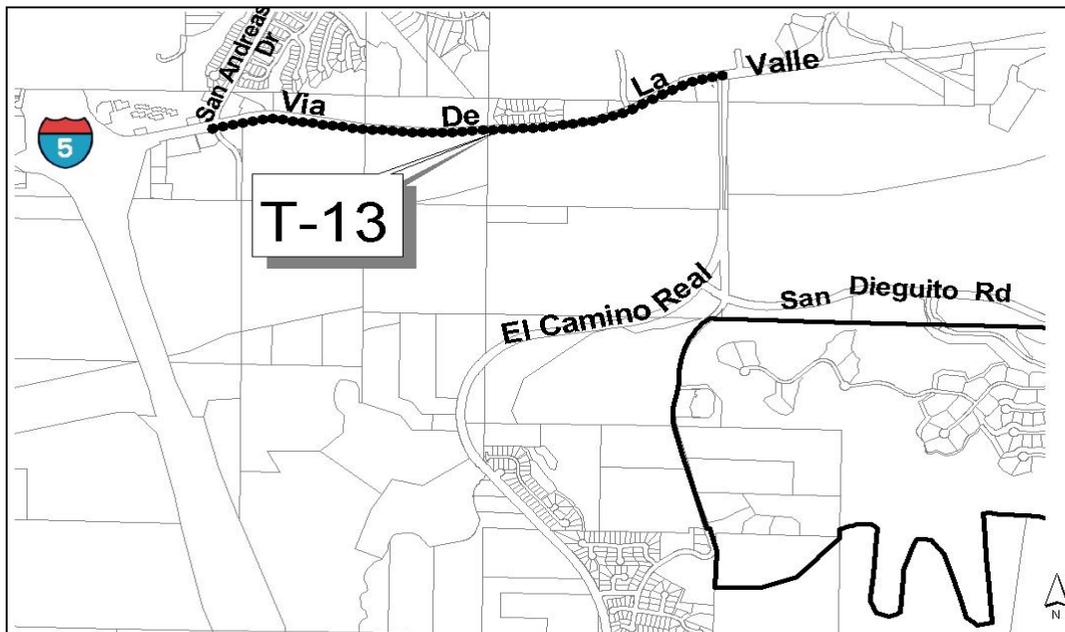
**TITLE: VIA DE LA VALLE (FOUR LANES)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-13**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR								
FBA-BMR(cr)	<b>\$8,615,307</b>	\$1,351,395			\$1,733,657	\$5,530,255		
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV					\$5,530,255	-\$5,530,255		
DEV/SUBD	<b>\$694,141</b>	\$14,141			\$680,000			
COUNTY								
STATE								
OTHER	<b>\$3,814,050</b>					\$3,814,050		
UNIDEN								
<b>TOTAL</b>	<b>\$13,123,498</b>	\$1,365,536	\$0	\$0	\$7,943,912	\$3,814,050	\$0	\$0

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR								
FBA-BMR(cr)								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



CONTACT: LINDA MARABIAN

TELEPHONE: (619) 533-3082

EMAIL: [LMarabian@sanidiego.gov](mailto:LMarabian@sanidiego.gov)

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: VIA DE LA VALLE (FOUR LANES)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-13**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

RECONSTRUCT EXISTING VIA DE LA VALLE BETWEEN SAN ANDREAS DRIVE AND EL CAMINO REAL WEST TO A 4-LANE MAJOR STREET TO ACCOMMODATE EXISTING AND PROJECTED SUB-REGIONAL TRAFFIC. INCLUDES MODIFICATION OF TRAFFIC SIGNALS AT SAN ANDREAS DRIVE AND EL CAMINO REAL WEST AS REQUIRED AND RELOCATION OF EXISTING OVERHEAD UTILITIES TO UNDERGROUND LOCATIONS. INCLUDES RESTRIPIING VIA DE LA VALLE BETWEEN SAN ANDREAS DRIVE AND I-5 TO 6 LANES.

*REFERENCE:*

FY 2006 BLACK MOUNTAIN RANCH PUBLIC FACILITIES FINANCING PLAN T-32.1

**JUSTIFICATION:**

THIS PROJECT IS REQUIRED TO ACCOMMODATE THE ADDITIONAL TRAFFIC GENERATED AS A RESULT OF DEVELOPMENT IN THE SURROUNDING COMMUNITIES.

**FUNDING ISSUES:**

DMHE (PARDEE) PER VTM 94-0576, CONDITIONS #31 AND #32: \$680,000

**OTHERS:**

FLOWER HILL MALL 7.7% OF PROJECT COSTS (\$1,010,298)

**FRONTING PROPERTY OWNERS**  
22ND AGRICULTURAL DISTRICT

THE ACTUAL TIMING FOR COMMUNITY CONTRIBUTIONS MAY DIFFER AS PUBLIC FACILITY FINANCING PLANS ARE UPDATED SEPARATELY.

**NOTES:**

ABSENT DEVELOPMENT ALONG THE FRONTAGE OF THIS ROADWAY, BLACK MOUNTAIN RANCH IS CURRENTLY SHOWN AS BEING THE PRIMARY FUNDING SOURCE FOR THIS PROJECT. SHOULD DEVELOPMENT OCCUR ALONG THE FRONTAGE OF THIS ROADWAY, THOSE PROPERTY OWNERS WILL EITHER DIRECTLY FUND THOSE IMPROVEMENTS OR REIMBURSE BLACK MOUNTAIN RANCH FOR THEIR PRORATA SHARE OF THE COST OF THOSE IMPROVEMENTS.

FRONTAGE PROPERTY INCLUDES APNs:

298-590-11&12; 298-300-46&51; 302-090-11; 302-210-52&60; 302-090-07;  
302-210-58&59; AND 302-210-25,26&29

**SCHEDULE:**

COMPLETION EXPECTED IN FY 2015.

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PARK AND RECREATION PROJECTS

PACIFIC HIGHLANDS RANCH

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

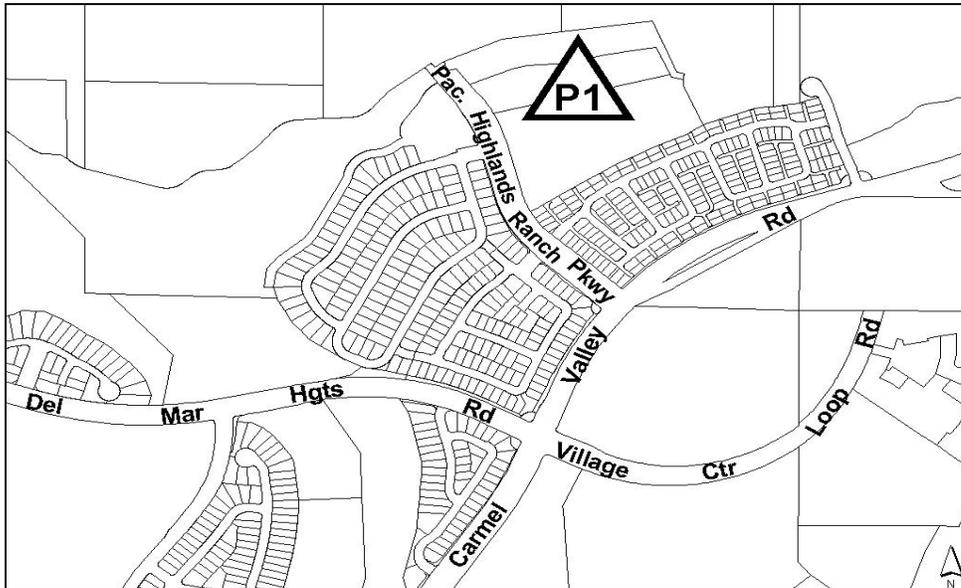
**TITLE: GONZALES CANYON NEIGHBORHOOD PARK - Acquisition and Development**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: 29-534.0/S-00994

**PROJECT: P-1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$7,095,000	\$2,907,261	\$2,892,739	\$1,295,000				
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$7,095,000</b>	<b>\$2,907,261</b>	<b>\$2,892,739</b>	<b>\$1,295,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$0</b>							



## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: GONZALES CANYON NEIGHBORHOOD PARK - Acquisition and Development**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: 29-534.0/S-00994

**PROJECT: P-1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT PROVIDES FOR THE ACQUISITION, DESIGN, AND CONSTRUCTION OF A FIVE (5.00) USABLE ACRE NEIGHBORHOOD PARK TO BE LOCATED ADJACENT TO A PROPOSED ELEMENTARY SCHOOL IN THE GONZALES CANYON AREA OF PACIFIC HIGHLANDS RANCH COMMUNITY. JOINT-USE OF RECREATIONAL FACILITIES IS INTENDED. PARK AMENITIES COULD INCLUDE TURFED MULTI-PURPOSE SPORTS FIELDS, A CHILDREN'S PLAY AREA, MULTI-PURPOSE COURTS, PICNIC FACILITIES, WALKWAYS, SECURITY LIGHTING, LANDSCAPING, AND A COMFORT STATION. THIS PROJECT ALSO INCLUDES HALF-WIDTH STREET IMPROVEMENTS FOR THE LOCAL ROADWAYS ADJACENT TO THE PARK AND UTILITIES TO SERVE THE PARK.

**JUSTIFICATION:**

THIS PROJECT IS IN CONFORMANCE WITH THE CITY'S GENERAL PLAN GUIDELINES FOR POPULATION-BASED PARK ACREAGE, AND IMPLEMENTS THE PACIFIC HIGHLANDS RANCH SUBAREA PLAN RECOMMENDATIONS.

**FUNDING ISSUES:**

**NOTES:**

THE SCHEDULE IS DEPENDENT UPON THE ACTUAL RATE OF DEVELOPMENT WITHIN PACIFIC HIGHLANDS RANCH. PROJECTIONS INDICATE THAT THIS COMMUNITY WILL REACH A POPULATION OF 5,000 PEOPLE IN FY 2013.

**SCHEDULE:**

SITE ACQUISITION OCCURRED IN DECEMBER 2010. GENERAL DEVELOPMENT PLAN IS ANTICIPATED IN FY 2013; DESIGN TO BEGIN IN FY 2014; CONSTRUCTION TO START IN FY 2015.

CONTACT: DEBORAH SHARPE

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

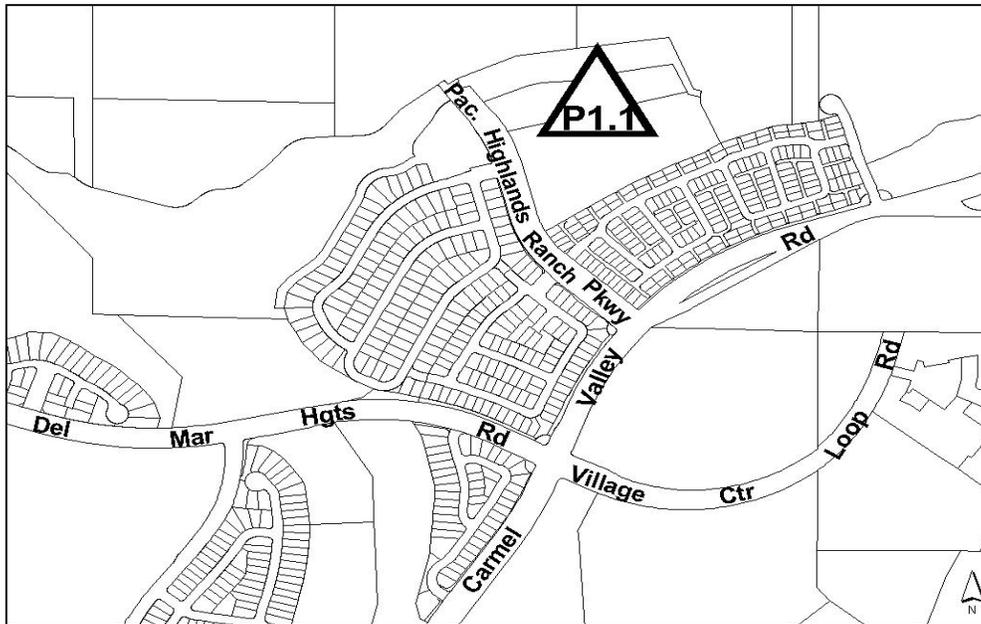
**TITLE: ELEMENTARY SCHOOL NO. 1 - JOINT USE IMPROVEMENTS**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: N/A

**PROJECT: P-1.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	<b>\$2,250,000</b>							
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$2,250,000</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR							\$2,250,000	
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250,000	\$0



CONTACT: DEBORAH SHARPE

TELEPHONE: (619) 525-8261

EMAIL: [dsharpe@sandiego.gov](mailto:dsharpe@sandiego.gov)

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: ELEMENTARY SCHOOL NO. 1 - JOINT USE IMPROVEMENTS**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: N/A

**PROJECT: P-1.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT PROVIDES FOR THE ACQUISITION, DESIGN, AND CONSTRUCTION OF APPROXIMATELY FIVE (5.00) USABLE ACRES TO BE LOCATED ADJACENT TO THE PROPOSED ELEMENTARY SCHOOL NO.1 AND THE PROPOSED GONZALES CANYON NEIGHBORHOOD PARK IN THE GONZALES CANYON AREA OF THE PACIFIC HIGHLANDS RANCH COMMUNITY. IMPROVEMENTS WOULD INCLUDE TURFED MULTI-PURPOSE SPORTS FIELDS, MULTI-PURPOSE COURTS, WALKWAYS, AND LANDSCAPING. JOINT USE OF RECREATIONAL FACILITIES WITH ELEMENTARY SCHOOL NO.1 IS INTENDED.

**JUSTIFICATION:**

THIS PROJECT IS IN CONFORMANCE WITH THE CITY'S GENERAL PLAN GUIDELINES FOR POPULATION-BASED PARK ACREAGE, AND IMPLEMENTS THE PACIFIC HIGHLANDS RANCH SUBAREA PLAN RECOMMENDATIONS.

**FUNDING ISSUES:**

**NOTES:**

THE ACTUAL JOINT USE ACREAGE MAY VARY DEPENDING UPON THE TERMS OF THE FUTURE JOINT USE AGREEMENT.

**SCHEDULE:**

THE SCHEDULE IS DEPENDENT UPON THE ACTUAL RATE OF DEVELOPMENT WITHIN PACIFIC HIGHLANDS RANCH. JOINT USE OF THIS PROJECT WILL BE SCHEDULED SUBSEQUENT TO EXECUTION OF A JOINT USE AGREEMENT WITH THE SOLANA BEACH ELEMENTARY SCHOOL DISTRICT.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

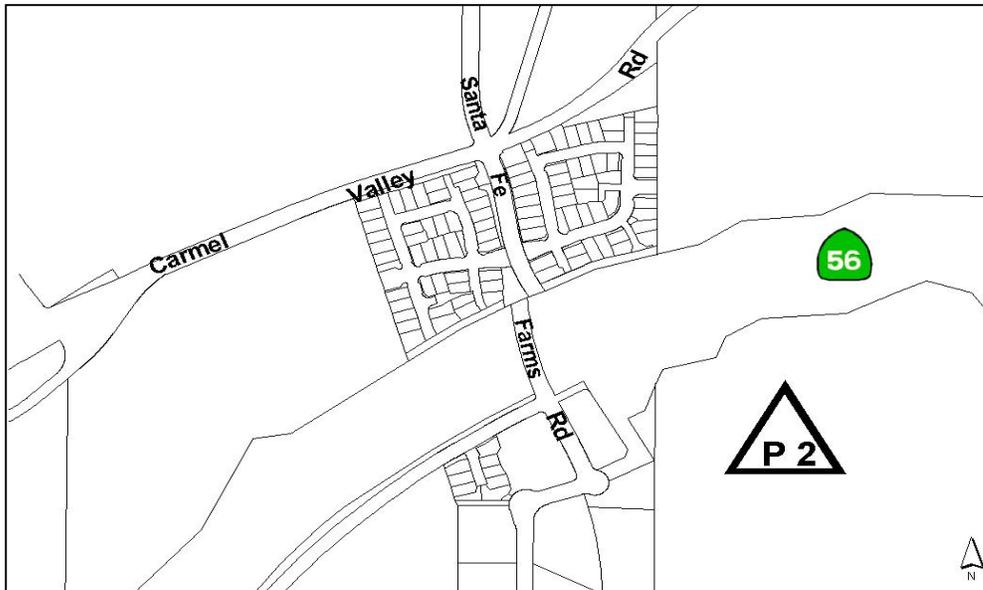
**TITLE: McGONIGLE CANYON NEIGHBORHOOD PARK - Acquisition and Development**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: 29-540.0

**PROJECT: P-2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	<b>\$8,188,000</b>							
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$8,188,000</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SOURCE	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
FBA-PHR		\$3,267,000		\$4,921,000				
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$3,267,000	\$0	\$4,921,000	\$0	\$0	\$0	\$0



## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: McGONIGLE CANYON NEIGHBORHOOD PARK - Acquisition and Development**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: 29-540.0

**PROJECT: P-2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT PROVIDES FOR THE ACQUISITION, DESIGN, AND CONSTRUCTION OF A FIVE (5.00) USABLE ACRE NEIGHBORHOOD PARK TO BE LOCATED ADJACENT TO A PROPOSED ELEMENTARY SCHOOL IN THE MCGONIGLE CANYON AREA OF PACIFIC HIGHLANDS RANCH COMMUNITY. JOINT-USE OF RECREATIONAL FACILITIES IS INTENDED. PARK AMENITIES COULD INCLUDE TURFED MULTI-PURPOSE SPORTS FIELDS, A CHILDREN'S PLAY AREA, MULTI-PURPOSE COURTS, PICNIC FACILITIES, WALKWAYS, SECURITY LIGHTING, LANDSCAPING, AND A COMFORT STATION. THIS PROJECT ALSO INCLUDES HALF-WIDTH STREET IMPROVEMENTS FOR THE LOCAL ROADWAYS ADJACENT TO THE PARK AND UTILITIES TO SERVE THE PARK.

**JUSTIFICATION:**

THIS PROJECT IS IN CONFORMANCE WITH THE CITY'S GENERAL PLAN GUIDELINES FOR POPULATION-BASED PARK ACREAGE, AND IMPLEMENTS THE PACIFIC HIGHLANDS RANCH SUBAREA PLAN RECOMMENDATIONS.

**FUNDING ISSUES:**

**NOTES:**

THE SCHEDULE IS DEPENDENT UPON THE ACTUAL RATE OF DEVELOPMENT WITHIN PACIFIC HIGHLANDS RANCH. PROJECTIONS INDICATE THAT THIS COMMUNITY WILL REACH A POPULATION OF 10,000 PEOPLE IN FY 2026.

SUBJECT TO THE CONDITIONS OF THE TRANSPORTATION AND FACILITY PHASING PLAN, DEVELOPMENT OF THIS COMMUNITY MAY BE DELAYED AT 1,900 UNITS. ACCORDINGLY, THE NEXT UPDATE OF THIS PLAN MAY REFLECT A CHANGE IN THE SCHEDULED TIMING FOR THIS PROJECT, WHICH IS CONSISTENT WITH CHANGES TO THE DEVELOPMENT SCHEDULE.

**SCHEDULE:**

SITE ACQUISITION IS ANTICIPATED IN FY 2026 WITH DESIGN AND CONSTRUCTION ANTICIPATED TO START IN FY 2028.

CONTACT: DEBORAH SHARPE

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

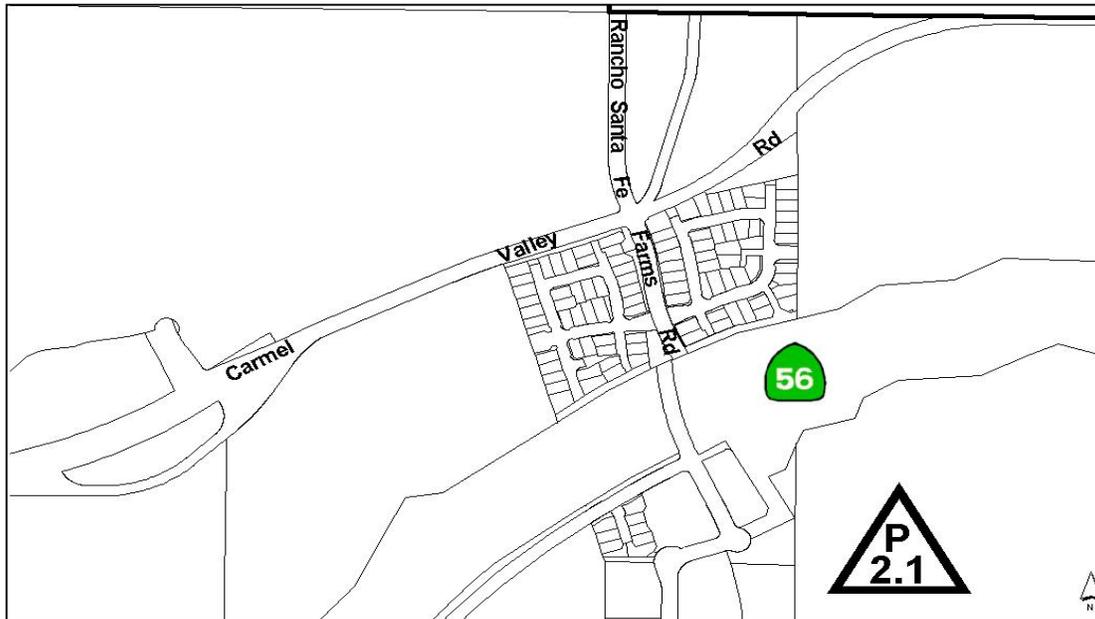
**TITLE: ELEMENTARY SCHOOL NO. 2 - JOINT USE IMPROVEMENTS**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: N/A

**PROJECT: P-2.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	<b>\$2,250,000</b>							
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$2,250,000</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SOURCE	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
FBA-PHR					\$2,250,000			
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$2,250,000	\$0	\$0	\$0



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: ELEMENTARY SCHOOL NO. 2 - JOINT USE IMPROVEMENTS**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: N/A

**PROJECT: P-2.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT PROVIDES FOR THE ACQUISITION, DESIGN, AND CONSTRUCTION OF APPROXIMATELY FIVE (5.00) USABLE ACRES TO BE LOCATED ADJACENT TO THE PROPOSED ELEMENTARY SCHOOL NO.2 AND THE PROPOSED MCGONIGLE CANYON NEIGHBORHOOD PARK IN THE GONZALES CANYON AREA OF THE PACIFIC HIGHLANDS RANCH COMMUNITY. IMPROVEMENTS WOULD INCLUDE TURFED MULTI-PURPOSE SPORTS FIELDS, MULTI-PURPOSE COURTS, WALKWAYS, AND LANDSCAPING. JOINT USE OF RECREATIONAL FACILITIES WITH ELEMENTARY SCHOOL NO.2 IS INTENDED.

**JUSTIFICATION:**

THIS PROJECT IS IN CONFORMANCE WITH THE CITY'S GENERAL PLAN GUIDELINES FOR POPULATION-BASED PARK ACREAGE, AND IMPLEMENTS THE PACIFIC HIGHLANDS RANCH SUBAREA PLAN RECOMMENDATIONS.

**FUNDING ISSUES:**

**NOTES:**

THE ACTUAL JOINT USE ACREAGE MAY VARY DEPENDING UPON THE TERMS OF THE FUTURE JOINT USE AGREEMENT.

**SCHEDULE:**

THE SCHEDULE IS DEPENDENT UPON THE ACTUAL RATE OF DEVELOPMENT WITHIN PACIFIC HIGHLANDS RANCH. JOINT USE OF THIS PROJECT WILL BE SCHEDULED SUBSEQUENT TO EXECUTION OF A JOINT USE AGREEMENT WITH THE DEL MAR UNION SCHOOL DISTRICT.

CONTACT: DEBORAH SHARPE

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

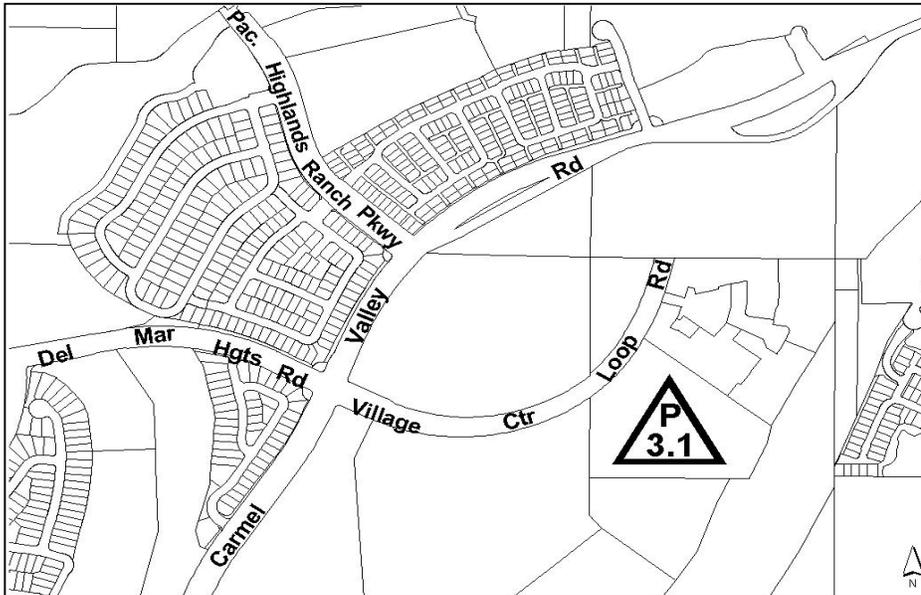
**TITLE: PACIFIC HIGHLANDS RANCH COMMUNITY PARK - Acquisition and Development**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: 29-543.0

**PROJECT: P-3.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
FBA-PHR	\$22,698,000					\$8,494,000	\$1,000,000	\$9,165,000
FBA-BMR								
FBA-TH								
FBA-DMM	\$3,008,000							\$2,473,000
FBA-RP								
DEV. ADV		\$1,000,000					-\$1,000,000	
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$25,706,000</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,494,000</b>	<b>\$0</b>	<b>\$11,638,000</b>

SOURCE	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
FBA-PHR						\$4,039,000		
FBA-BMR								
FBA-TH								
FBA-DMM				\$535,000				
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$535,000</b>	<b>\$0</b>	<b>\$4,039,000</b>	<b>\$0</b>	<b>\$0</b>



## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: PACIFIC HIGHLANDS RANCH COMMUNITY PARK - Acquisition and Development**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: 29-543.0

**PROJECT: P-3.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT PROVIDES FOR THE ACQUISITION, DESIGN, AND CONSTRUCTION OF A 20.0 USEABLE ACRE COMMUNITY PARK TO BE LOCATED IN PACIFIC HIGHLANDS RANCH, TO SERVE RESIDENTS IN THE DEL MAR MESA AND PACIFIC HIGHLANDS RANCH COMMUNITIES AT FULL PROJECTED COMMUNITY DEVELOPMENT. THIS PROJECT MAY BE DEVELOPED ADJACENT TO THE PROPOSED MIDDLE SCHOOL. IF JOINT USE OF THE SCHOOL RECREATIONAL FACILITIES IS OBTAINED, THEN THIS PROJECT WILL BE REDUCED TO THIRTEEN (13.00) USEABLE ACRES; IF NOT, THEN SEVEN (7.0) USEABLE ACRES OF ADDITIONAL PARKLAND WILL BE REQUIRED. THE PROJECT INCLUDES HALF-WIDTH STREET IMPROVEMENTS FOR THE LOCAL ROADWAYS ADJACENT TO THE PARK, AND UTILITIES TO SERVE THE PARK.

**JUSTIFICATION:**

THIS PROJECT IS IN CONFORMANCE WITH THE CITY'S GENERAL PLAN GUIDELINES FOR POPULATION-BASED PARK ACREAGE, AND IMPLEMENTS THE RECOMMENDATIONS OF THE DEL MAR MESA SPECIFIC PLAN, AND THE PACIFIC HIGHLANDS RANCH SUBAREA PLAN.

**FUNDING ISSUES:**

FUNDING CONTRIBUTIONS: PACIFIC HIGHLANDS RANCH (88.3%); DEL MAR MESA (11.7%) ARE BASED UPON POPULATION PROJECTIONS CONSISTENT WITH THE FRAMEWORK PLAN FOR THE NORTH CITY FUTURE URBANIZING AREA.

THE ACTUAL TIMING FOR COMMUNITY CONTRIBUTIONS MAY DIFFER AS PUBLIC FACILITY FINANCING PLANS ARE UPDATED SEPARATELY.

**NOTES:**

THE SCHEDULE IS DEPENDENT UPON THE ACTUAL RATE OF DEVELOPMENT WITHIN THOSE RESIDENTIAL PROJECTS LOCATED IN THE IMMEDIATE VICINITY OF THIS SITE.

SUBJECT TO THE CONDITIONS OF THE TRANSPORTATION AND FACILITY PHASING PLAN, DEVELOPMENT OF THIS COMMUNITY MAY BE DELAYED AT 1,900 UNITS. ACCORDINGLY, THE NEXT UPDATE OF THIS PLAN MAY REFLECT A CHANGE IN THE SCHEDULED TIMING FOR THIS PROJECT, WHICH IS CONSISTENT WITH CHANGES TO THE DEVELOPMENT SCHEDULE.

*REFERENCE:*

DEL MAR MESA PUBLIC FACILITIES FINANCING PLAN PROJECT 43-15

**SCHEDULE:**

SITE ACQUISITION IS ANTICIPATED IN FY 2019, DESIGN IN FY 2019, AND CONSTRUCTION TO START IN FY 2021.

CONTACT: DEBORAH SHARPE

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

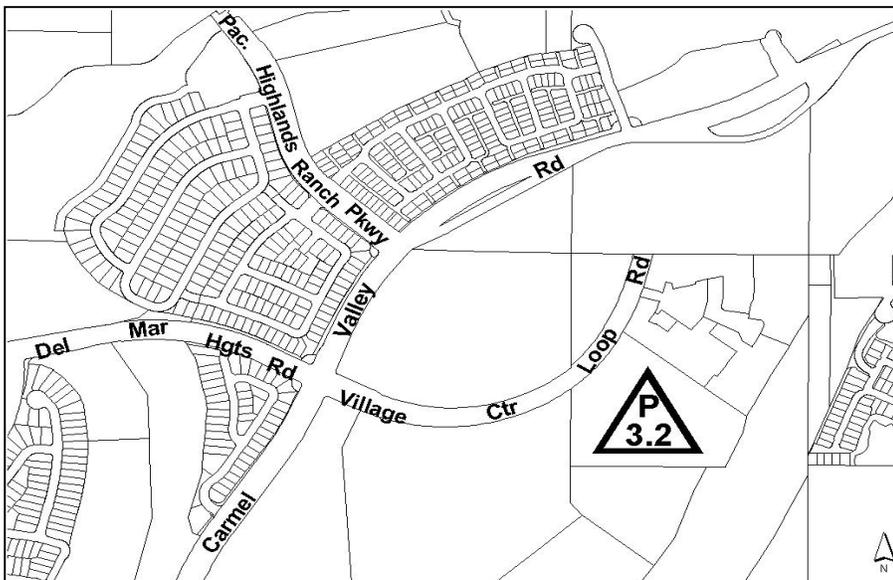
**TITLE: PACIFIC HIGHLANDS RANCH COMMUNITY PARK - Recreation Building**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: 29-544.0

**PROJECT: P-3.2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
FBA-PHR	\$8,074,000							
FBA-BMR								
FBA-TH								
FBA-DMM	\$1,070,000							
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$9,144,000</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SOURCE	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
FBA-PHR				\$750,000		\$7,324,000		
FBA-BMR								
FBA-TH								
FBA-DMM						\$1,070,000		
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$750,000	\$0	\$8,394,000	\$0	\$0



## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: PACIFIC HIGHLANDS RANCH COMMUNITY PARK - Recreation Building**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: 29-544.0

**PROJECT: P-3.2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT PROVIDES FOR THE DESIGN AND CONSTRUCTION OF A NEW 17,000 SQUARE FOOT RECREATION BUILDING AT PACIFIC HIGHLANDS RANCH COMMUNITY PARK TO SERVE RESIDENTS IN DEL MAR MESA AND PACIFIC HIGHLANDS RANCH COMMUNITIES AT FULL PROJECTED COMMUNITY DEVELOPMENT.

**JUSTIFICATION:**

THIS PROJECT IS IN CONFORMANCE WITH THE CITY'S GENERAL PLAN GUIDELINES FOR POPULATION-BASED PARK ACREAGE, AND IMPLEMENTS THE RECOMMENDATIONS OF THE DEL MAR MESA SPECIFIC PLAN, AND THE PACIFIC HIGHLANDS RANCH SUBAREA PLAN.

**FUNDING ISSUES:**

FUNDING CONTRIBUTIONS: PACIFIC HIGHLANDS RANCH (88.3%); DEL MAR MESA (11.7%) ARE BASED UPON POPULATION PROJECTIONS CONSISTENT WITH THE FRAMEWORK PLAN FOR THE NORTH CITY FUTURE URBANIZING AREA.

THE ACTUAL TIMING FOR COMMUNITY CONTRIBUTIONS MAY DIFFER AS PUBLIC FACILITY FINANCING PLANS ARE UPDATED SEPARATELY.

**NOTES:**

*REFERENCE :*  
DEL MAR MESA PUBLIC FACILITIES FINANCING PLAN PROJECT 43-19

**SCHEDULE:**

DESIGN IS ANTICIPATED TO BEGIN IN FY 2020 WITH CONSTRUCTION TO START IN FY 2022

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

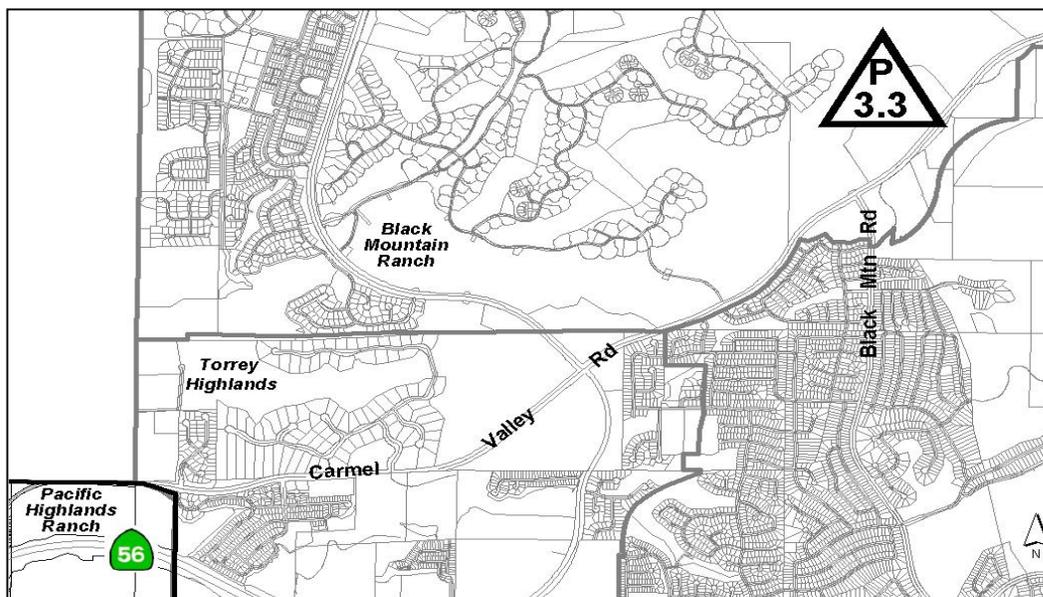
**TITLE: BLACK MOUNTAIN RANCH COMMUNITY PARK - Swimming Pool**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: N/A

**PROJECT: P-3.3**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
FBA-PHR	\$2,690,000							
FBA-BMR	\$2,804,000						\$2,804,000	
FBA-TH	\$1,350,000						\$1,350,000	
FBA-DMM	\$292,000							
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$7,136,000</b>	\$0	\$0	\$0	\$0	\$0	\$4,154,000	\$0

SOURCE	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
FBA-PHR				\$2,690,000				
FBA-BMR								
FBA-TH								
FBA-DMM				\$292,000				
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$2,982,000	\$0	\$0	\$0	\$0



CONTACT: DEBORAH SHARPE

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: BLACK MOUNTAIN RANCH COMMUNITY PARK - Swimming Pool**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: N/A

**PROJECT: P-3.3**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT PROVIDES FOR THE DESIGN AND CONSTRUCTION OF A NEW SWIMMING POOL COMPLEX, INCLUDING A STANDARD 25 METER BY 25 YARD SWIMMING POOL, AND OTHER RECREATIONAL OR THERAPEUTIC AQUATIC FACILITIES, AT BLACK MOUNTAIN RANCH COMMUNITY PARK, TO SERVE THE COMMUNITIES OF PACIFIC HIGHLANDS RANCH, BLACK MOUNTAIN RANCH, TORREY HIGHLANDS, AND DEL MAR MESA WITHIN THE NORTH CITY FUTURE URBANIZING AREA (NCFUA).

SEE COMPANION PROJECT P-3.1.

**JUSTIFICATION:**

THIS PROJECT IS IN CONFORMANCE WITH THE CITY'S GENERAL PLAN GUIDELINES FOR POPULATION-BASED PARK ACREAGE, AND IMPLEMENTS THE RECOMMENDATIONS OF THE DEL MAR MESA SPECIFIC PLAN, AND THE PACIFIC HIGHLANDS RANCH, TORREY HIGHLANDS, AND BLACK MOUNTAIN RANCH SUBAREA PLANS.

**FUNDING ISSUES:**

FUNDING CONTRIBUTIONS FOR PACIFIC HIGHLANDS RANCH (37.7%), BLACK MOUNTAIN RANCH (39.3%), TORREY HIGHLANDS (18.9), AND DEL MAR MESA (4.1%).

THE ACTUAL TIMING FOR COMMUNITY CONTRIBUTIONS MAY DIFFER AS PUBLIC FACILITY FINANCING PLANS ARE UPDATED SEPARATELY.

**NOTES:**

*REFERENCE:*

DEL MAR MESA PUBLIC FACILITIES FINANCING PLAN PROJECT 43-20  
BLACK MOUNTAIN RANCH PUBLIC FACILITIES FINANCING PLAN PROJECT P-3  
TORREY HIGHLANDS PUBLIC FACILITIES FINANCING PLAN PROJECT P-5.

**SCHEDULE:**

DESIGN AND CONSTRUCTION TO START AS SUFFICIENT FUNDING IS AVAILABLE FROM THE CONTRIBUTING COMMUNITIES.

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

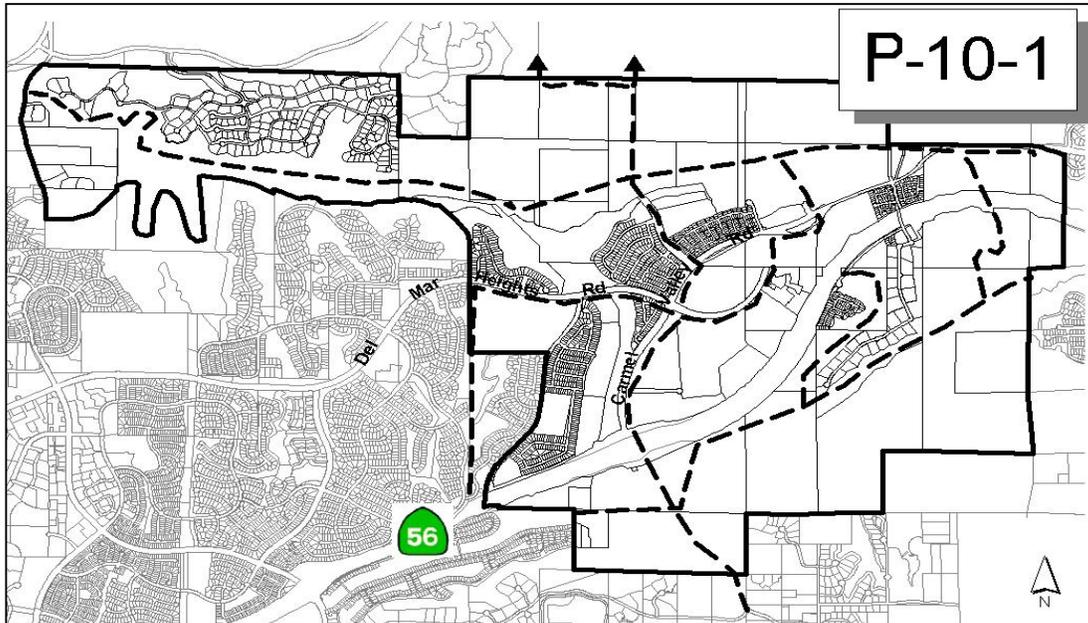
**TITLE: PACIFIC HIGHLANDS RANCH HIKING AND BIKING TRAILS**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: 29-928.0/RD-12003/29-928.1/B-00984

**PROJECT: P-10.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	<b>\$7,239,000</b>	\$55,234	\$128,817					
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>				\$0	\$0	\$0	\$0	\$0

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR	\$2,054,950	\$300,000	\$1,600,000		\$500,000	\$2,600,000		
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$2,054,950	\$300,000	\$1,600,000	\$0	\$500,000	\$2,600,000	\$0	\$0



## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: PACIFIC HIGHLANDS RANCH HIKING AND BIKING TRAILS**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: 29-928.0/RD-12003/29-928.1/B-00984

**PROJECT: P-10.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT PROVIDES FOR THE DESIGN AND CONSTRUCTION OF APPROXIMATELY 80,000 LINEAR FEET (15 MILES) OF HIKING, EQUESTRIAN, AND BIKING TRAILS TO BE LOCATED THROUGHOUT THE COMMUNITY IN ACCORDANCE WITH THE PACIFIC HIGHLANDS RANCH SUBAREA PLAN. THE TRAIL SYSTEM WILL PROVIDE ACCESS INTO THE MULTIPLE HABITAT PLANNING AREA OF MCGONIGLE CANYON; PROVIDE PATHWAYS ALONG DEL MAR HEIGHTS ROAD, LITTLE MCGONIGLE RANCH ROAD, PACIFIC HIGHLANDS RANCH PARKWAY, LOPELIA MEADOWS PLACE, OLD CARMEL VALLEY ROAD CROSSING UNDER SR-56, AND CARMEL VALLEY ROAD ALIGNMENTS; AND PROVIDE ACCESS INTO SUBAREA II AND THE RANCHO PENASQUITOS COMMUNITY.

THE PROJECT WILL ALSO PROVIDE FOR THE ACQUISITION, DESIGN, AND CONSTRUCTION OF THREE TRAILHEADS/OVERLOOKS, INCLUDING PARKING AREAS, BENCHES, AND SIGNAGE AT THE FOLLOWING LOCATIONS:

- 1) WHERE GONZALES CANYON TRANSITIONS INTO EAST-WEST URBAN AMENITY
- 2) NEAR ELEMENTARY SCHOOL #2/McGONIGLE CANYON NEIGHBORHOOD PARK
- 3) AT THE SOUTH TERMINUS OF THE EASTERN NEIGHBORHOOD PARKWAY

**JUSTIFICATION:**

THIS PROJECT IMPLEMENTS THE RECOMMENDATIONS OF THE PACIFIC HIGHLANDS RANCH SUBAREA PLAN.

**FUNDING ISSUES:**

SINCE FACILITIES BENEFIT ASSESSMENT FUNDING IS NOT AVAILABLE TO CONSTRUCT THE TRAILS THAT ARE EXCLUSIVELY FOR EQUESTRIAN USE, PARDEE HAS AGREED TO FUND THOSE EQUESTRIAN TRAILS TO BE LOCATED ON ITS PROPERTY IN CONJUNCTION WITH ITS DEVELOPMENT AGREEMENT.

**NOTES:**

SEE COMPANION PROJECTS: P-10.2 AND P-10.3.

**SCHEDULE:**

PROJECT IS IN PROCESS AND IS TO BE COMPLETED IN SEGMENTS BETWEEN FY 2005 AND FY 2023 CONCURRENT WITH DEVELOPMENT WITHIN THE COMMUNITY.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: DEL MAR HEIGHTS ROAD MULTI-USE TRAIL UNDERCROSSING**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: RD-12004

**PROJECT: P-10.2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$500,000		\$91,000	\$409,000				
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV		\$500,000	-\$91,000	-\$409,000				
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$500,000</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$0</b>							



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: DEL MAR HEIGHTS ROAD MULTI-USE TRAIL UNDERCROSSING**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: RD-12004

**PROJECT: P-10.2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

CONSTRUCT A TRAIL UNDERCROSSING BENEATH DEL MAR HEIGHTS ROAD AS PART OF THE HIKING AND RIDING TRAIL SYSTEM FOR PACIFIC HIGHLANDS RANCH.

**JUSTIFICATION:**

THIS PROJECT WILL PERMIT PEDESTRIAN AND EQUESTRIAN ACTIVITIES TO PASS UNDERNEATH DEL MAR HEIGHTS ROAD NEAR THE WESTERLY BOUNDARY OF THE COMMUNITY IN SUCH A WAY THAT IT NEITHER IMPACTS THE CAPACITY OF THE ROADWAY NOR IMPOSES A SAFETY RISK FOR THOSE ENGAGED IN EQUESTRIAN ACTIVITIES.

THE PROJECT PERMITS THE CONNECTION OF REGIONAL TRAILS BETWEEN PENASQUITOS CANYON AND THE SAN DIEGUITO RIVER VALLEY.

**FUNDING ISSUES:**

DEVELOPER (PARDEE) ADVANCED FUNDING FOR THIS PROJECT AND WILL BE REIMBURSED FROM THE PACIFIC HIGHLANDS RANCH FACILITIES BENEFIT ASSESSMENT UNDER THE TERMS OF A REIMBURSEMENT AGREEMENT.

**NOTES:**

SEE COMPANION PROJECTS: P-10.1 AND P-10.3.

**SCHEDULE:**

PROJECT WAS COMPLETED IN FY 2007; REIMBURSEMENT IS PROGRAMMED IN FY 2013.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: SEA BREEZE FARMS EQUESTRIAN TRAIL CONNECTION**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: N/A

**PROJECT: P-10.3**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD	\$350,000				\$350,000			
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$350,000</b>	\$0	\$0	\$0	\$350,000	\$0	\$0	\$0

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: SEA BREEZE FARMS EQUESTRIAN TRAIL CONNECTION**

DEPARTMENT: PARK AND RECREATION  
CIP, JO, or WBS #: N/A

**PROJECT: P-10.3**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

DESIGN AND CONSTRUCTION OF APPROXIMATELY 1,400 LINEAR FEET OF EQUESTRIAN TRAILS TO BE LOCATED ADJACENT TO THE WESTERLY COMMUNITY BOUNDARY IN ACCORDANCE WITH THE PACIFIC HIGHLANDS RANCH SUBAREA PLAN.

**JUSTIFICATION:**

**FUNDING ISSUES:**

SINCE FUNDING IS NOT AVAILABLE TO CONSTRUCT THE TRAILS THAT ARE EXCLUSIVELY FOR EQUESTRIAN USE, PARDEE HAS AGREED TO FUND THE EQUESTRIAN TRAILS LOCATED ON ITS PROPERTY IN CONJUNCTION WITH ITS DEVELOPMENT AGREEMENT. THE \$350K SHOWN ABOVE IS ESTIMATED TO COVER THE COST OF APPROXIMATELY 1,400 LINEAR FEET OF EXCLUSIVE EQUESTRIAN TRAILS.

**NOTES:**

THE BUDGET (\$350,000) IS ONLY AN ESTIMATE SINCE THE EXACT SCOPE OF WORK HAS NOT BEEN FULLY DEFINED. THE ACTUAL COSTS COULD BE MORE OR LESS DEPENDING UPON THE FINAL SCOPE OF WORK. RIGHT-OF-WAY FOR THIS COMPONENT OF THE OVERALL TRAIL SYSTEM IS TO BE PROVIDED AT NO COST BY THE OWNER(S) OF THE PROPERTY ON WHICH THE TRAIL IS LOCATED. SEE COMPANION PROJECTS P-10.1 AND P-10.2 FOR THE OTHER COMPONENTS OF THE TRAILS SYSTEM.

**SCHEDULE:**

COMPLETION IN FY 2014.

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LIBRARY PROJECTS

PACIFIC HIGHLANDS RANCH

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

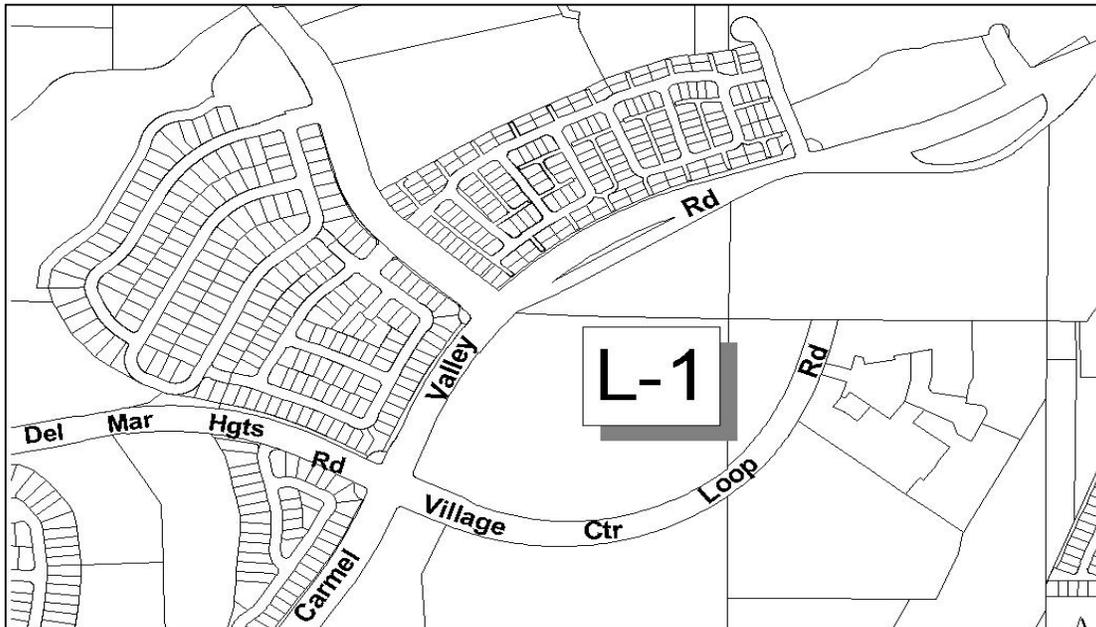
**TITLE: BRANCH LIBRARY AND VILLAGE GREEN**

DEPARTMENT: LIBRARY  
CIP, JO, or WBS #: N/A

**PROJECT: L-1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$7,286,000							
FBA-BMR	\$7,592,000					\$7,592,000		
FBA-TH	\$3,656,000					\$3,656,000		
FBA-DMM	\$790,000					\$790,000		
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$19,324,000</b>	\$0	\$0	\$0	\$0	\$12,038,000	\$0	\$0

SOURCE	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
FBA-PHR			\$2,700,000		\$4,586,000			
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$2,700,000	\$0	\$4,586,000	\$0	\$0	\$0



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: BRANCH LIBRARY AND VILLAGE GREEN**

DEPARTMENT: LIBRARY  
CIP, JO, or WBS #: N/A

**PROJECT: L-1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

CONSTRUCT AN 18,000 SQUARE FOOT BRANCH LIBRARY FACILITY ON A THREE-ACRE SITE IN PACIFIC HIGHLANDS RANCH TO SERVE THE COMMUNITIES OF PACIFIC HIGHLANDS RANCH, BLACK MOUNTAIN RANCH, TORREY HIGHLANDS, AND DEL MAR MESA IN THE NORTH CITY FUTURE URBANIZING AREA. THE LIBRARY FACILITY WILL BE LOCATED ADJACENT TO A TWO-ACRE SITE THAT WILL BE UTILIZED FOR CIVIC ACTIVITIES SUCH AS THE TRANSIT CENTER AND A PEDESTRIAN PLAZA.

**JUSTIFICATION:**

**FUNDING ISSUES:**

FUNDING CONTRIBUTIONS FOR PACIFIC HIGHLANDS RANCH (37.7%), BLACK MOUNTAIN RANCH (39.3%), TORREY HIGHLANDS (18.9%), AND DEL MAR MESA (4.1%) ARE BASED UPON POPULATION.

THE ACTUAL TIMING FOR COMMUNITY CONTRIBUTIONS MAY DIFFER AS PUBLIC FACILITY FINANCING PLANS ARE UPDATED SEPARATELY.

**NOTES:**

*REFERENCE:*

DEL MAR MESA PUBLIC FACILITIES FINANCING PLAN PROJECT 43-17  
TORREY HIGHLANDS PUBLIC FACILITIES FINANCING PLAN PROJECT L-1  
BLACK MOUNTAIN RANCH PUBLIC FACILITIES FINANCING PLAN PROJECT L-1

**SCHEDULE:**

PROJECT DESIGN AND CONSTRUCTION ARE ANTICIPATED TO OCCUR AS FUNDING IS AVAILABLE FROM THE CONTRIBUTING COMMUNITIES.

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**WATER & SEWER PROJECTS**

**PACIFIC HIGHLANDS RANCH**

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

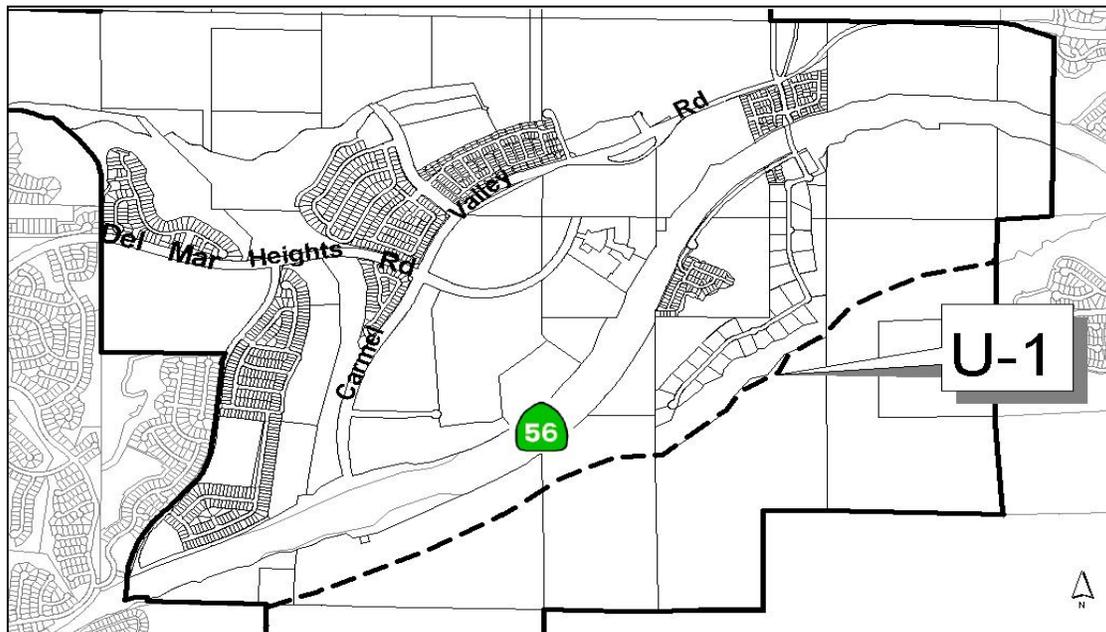
**TITLE: CARMEL VALLEY TRUNK SEWER**

DEPARTMENT: PUBLIC UTILITIES  
CIP, JO, or WBS #: 46-136.0

**PROJECT: U-1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$1,283,000		\$1,283,000					
FBA-BMR	\$2,261,000	\$1,046,066	\$1,214,934					
FBA-TH	\$1,353,000		\$1,353,000					
FBA-DMM	\$95,000		\$95,000					
FBA-RP								
DEV. ADV		\$1,116,044	-\$1,116,044					
DEV/SUBD								
CITY-CIP	\$4,900,000	\$7,729,890	-\$2,829,890					
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$9,892,000</b>	\$9,892,000	\$0	\$0	\$0	\$0	\$0	\$0

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
CITY-CIP								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: CARMEL VALLEY TRUNK SEWER**

DEPARTMENT: PUBLIC UTILITIES  
CIP, JO, or WBS #: 46-136.0

**PROJECT:** U-1  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

PROVIDE FUNDING FOR THE REPLACEMENT AND UPSIZING OF THIS EXISTING 18" - 27" SEWER LINE IN ORDER TO PROVIDE CAPACITY TO MOST ALL OF THE NORTH CITY FUTURE URBANIZING AREA AND RANCHO PENASQUITOS. THE PROJECT INCLUDES DESIGN, ENVIRONMENTAL MITIGATION, AND PIPELINE CONSTRUCTION, INCLUDING ACCESS ROADS AND RIGHT-OF-WAY, WHERE REQUIRED.

**JUSTIFICATION:**

WHILE THERE IS CAPACITY AVAILABLE WITHIN THE EXISTING PIPELINE FOR APPROXIMATELY 10 YEARS, THE EXACT CONDITION OF THIS PIPELINE IS NOT FULLY KNOWN AT THIS TIME. THIS PROJECT WILL PROVIDE FOR NEW DEVELOPMENT FUNDING FOR UPGRADES TO REPLACE THE EXISTING PIPELINE AND PROVIDE FOR ADDITIONAL CAPACITY TO MEET THE ANTICIPATED DEMANDS AT FULL COMMUNITY DEVELOPMENT OF THE NORTH CITY FUTURE URBANIZING AREA.

**FUNDING ISSUES:**

THE CITY WILL PROVIDE INTERIM FUNDING TO REPLACE AND UPSIZE THIS PIPELINE AND BE REIMBURSED A PORTION OF THEIR FUNDING BY NEW DEVELOPMENT FROM THE FACILITIES BENEFIT ASSESSMENT FUNDS FOR COMMUNITIES IN THE NORTH CITY FUTURE URBANIZING AREA AT SUCH TIME AS THE AVAILABLE CAPACITY IN THE EXISTING TRUNK SEWER HAS BEEN EXCEEDED.

**NOTES:**

*REFERENCE :*  
DEL MAR MESA PUBLIC FACILITIES FINANCING PLAN PROJECT 43-23  
BLACK MOUNTAIN RANCH PUBLIC FACILITIES FINANCING PLAN PROJECT U-1  
TORREY HIGHLANDS PUBLIC FACILITIES FINANCING PLAN PROJECT U-1

**SCHEDULE:**

CONSTRUCTION BEGAN IN FY 2004; REIMBURSEMENT WILL BE COMPLETED IN FY 2012.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

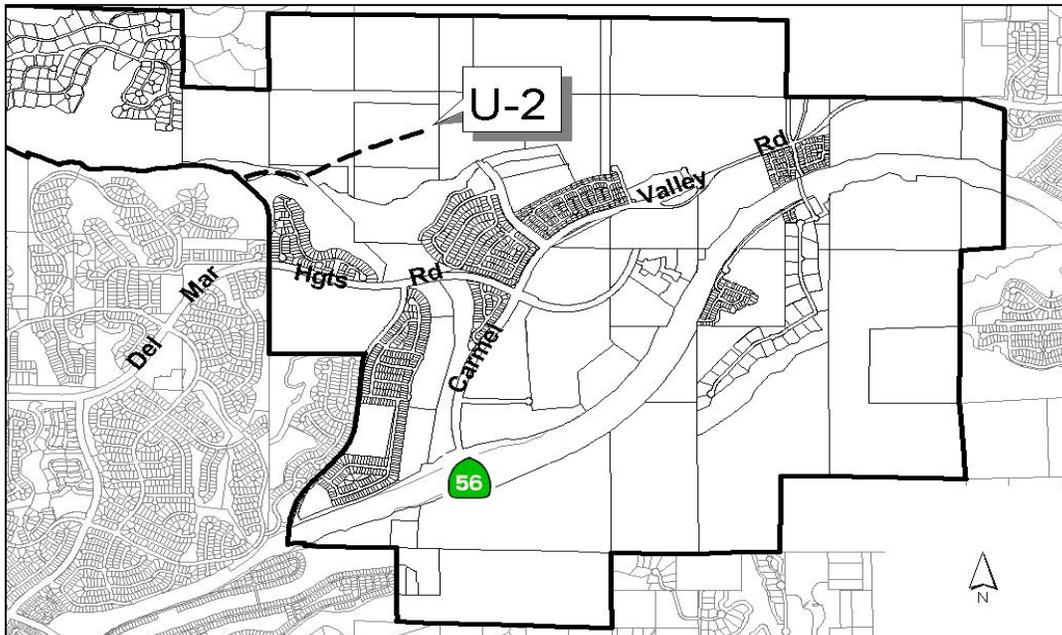
**TITLE: GONZALES CANYON SEWER**

DEPARTMENT: PUBLIC UTILITIES  
CIP, JO, or WBS #: N/A

**PROJECT: U-2**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	<b>\$600,000</b>							
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV			\$600,000					
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$600,000</b>	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR	\$600,000							
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV	-\$600,000							
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: GONZALES CANYON SEWER**

DEPARTMENT: PUBLIC UTILITIES  
CIP, JO, or WBS #: N/A

**PROJECT:** U-2  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

EXTEND EXISTING 15" GONZALES CANYON SEWER EASTERLY WITH A COMBINATION OF 15" AND 10" DIAMETER PIPELINES TO SERVE THE NORTHERN PORTIONS OF PACIFIC HIGHLANDS RANCH. ACCESS ROADS FOR THIS CANYON SEWER ARE ADDRESSED BY THE MULTI-PURPOSE TRAIL SYSTEM, AS DESCRIBED IN PROJECT T-10.1.

**JUSTIFICATION:**

THE PIPELINE IS REQUIRED TO PROVIDE NEW SEWER CAPACITY TO THE NORTHERN PORTIONS OF THE SUBAREA. THE IMPROVEMENTS SHALL BE CONSTRUCTED AS A SUBDIVIDER REQUIREMENT WITH REIMBURSEMENT IN THE YEARS SHOWN.

**FUNDING ISSUES:**

DEVELOPER (PARDEE) ADVANCED FUNDING FOR THIS PROJECT AND WILL BE REIMBURSED FROM THE PACIFIC HIGHLANDS RANCH FACILITIES BENEFIT ASSESSMENT UNDER THE TERMS OF A REIMBURSEMENT AGREEMENT.

**NOTES:**

**SCHEDULE:**

PROJECT WAS COMPLETED IN FY 2005; REIMBURSEMENT IN FY 2018.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

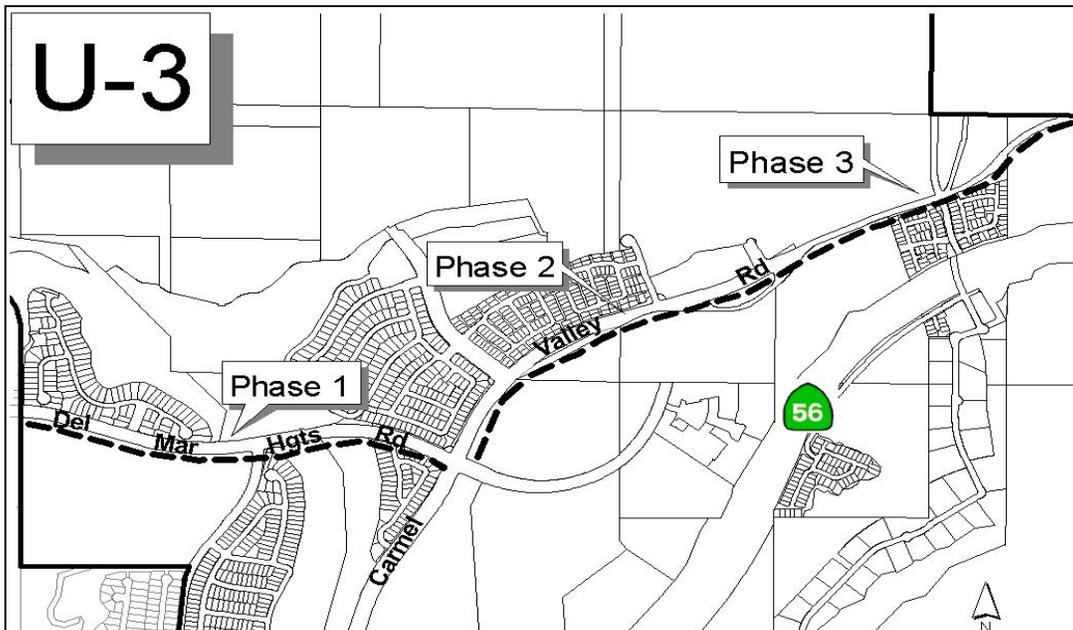
**TITLE: DEL MAR HEIGHTS PIPELINE RELOCATION**

DEPARTMENT: PUBLIC UTILITIES  
CIP, JO, or WBS #: 70-971.0/S-00070

**PROJECT: U-3**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017			
FBA-PHR	<b>\$7,950,000</b>	\$4,257,207		\$92,793				\$900,000			
FBA-BMR											
FBA-TH											
FBA-DMM											
FBA-RP											
DEV. ADV									\$97,841	-\$5,000	-\$92,841
DEV/SUBD											
COUNTY											
STATE											
OTHER											
UNIDEN											
<b>TOTAL</b>	<b>\$7,950,000</b>	<b>\$4,355,048</b>	<b>-\$5,000</b>	<b>-\$48</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$900,000</b>			

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR	\$2,700,000							
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$2,700,000</b>	<b>\$0</b>						



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: DEL MAR HEIGHTS PIPELINE RELOCATION**

DEPARTMENT: PUBLIC UTILITIES  
CIP, JO, or WBS #: 70-971.0/S-00070

**PROJECT:** U-3  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THE EXISTING DEL MAR HEIGHTS PIPELINE WILL NO LONGER FOLLOW THE ALIGNMENT OF (OLD) CARMEL VALLEY ROAD ONCE CARMEL VALLEY ROAD IS IMPROVED TO FOUR LANES. THIS PROJECT WILL PROVIDE FOR THE RELOCATION AND UPSIZING OF THIS PIPELINE (36") INTO THE ULTIMATE RIGHT-OF-WAY FOR CARMEL VALLEY ROAD. THE PROJECT IS ANTICIPATED TO BE CONSTRUCTED IN 3 PHASES FROM WEST TO EAST AS THE ARTERIAL ROADS ARE BUILT. THE TEMPORARY BY-PASS AT NEW DEL MAR HEIGHTS ROAD WILDLIFE BRIDGE (APPROXIMATELY 1,500 FEET) IS ALSO INCLUDED.

**JUSTIFICATION:**

PIPELINE UPSIZING PROVIDES ADDITIONAL CAPACITY FOR DEVELOPMENT IN PACIFIC HIGHLANDS RANCH, WHILE FUTURE MAINTENANCE OF THIS FACILITY IS ENHANCED WHEN IT IS IN AN ACCESSIBLE AND CONVENIENT LOCATION SUCH AS A PUBLIC STREET RIGHT-OF-WAY. THIS PROJECT WILL RELOCATE THE PIPELINE SO THAT IT CAN BE EASILY MAINTAINED, REPAIRED, AND SERVICED IN THE FUTURE.

**FUNDING ISSUES:**

DEVELOPER (PARDEE) ADVANCED FUNDING FOR PORTIONS (PHASE I & II) OF THIS PROJECT AND WILL BE REIMBURSED FROM THE PACIFIC HIGHLANDS RANCH FACILITIES BENEFIT ASSESSMENT UNDER THE TERMS OF A REIMBURSEMENT AGREEMENT.

**NOTES:**

PHASE I: IN DMHR FROM WEST COMMUNITY PLAN BOUNDARY TO CVR (NEW) -	3,800 LF
BRIDGE BY-PASS -	1,500 LF
PHASE II: IN CVR FROM DMHR TO COSTA DEL SOL -	5,800 LF
PHASE III: IN CVR FROM COSTA DEL SOL TO EAST COMMUNITY PLAN BOUNDARY -	<u>2,800 LF</u>
TOTAL PROJECT	13,900 LF

**SCHEDULE:**

PHASE I COMPLETED IN FY 2002; PHASE II COMPLETED IN FY 2005; REIMBURSEMENT OF PHASE I & II IN FY 2006 AND 2007.  
PHASE III IS ESTIMATED TO BE COMPLETE IN FY 2018

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

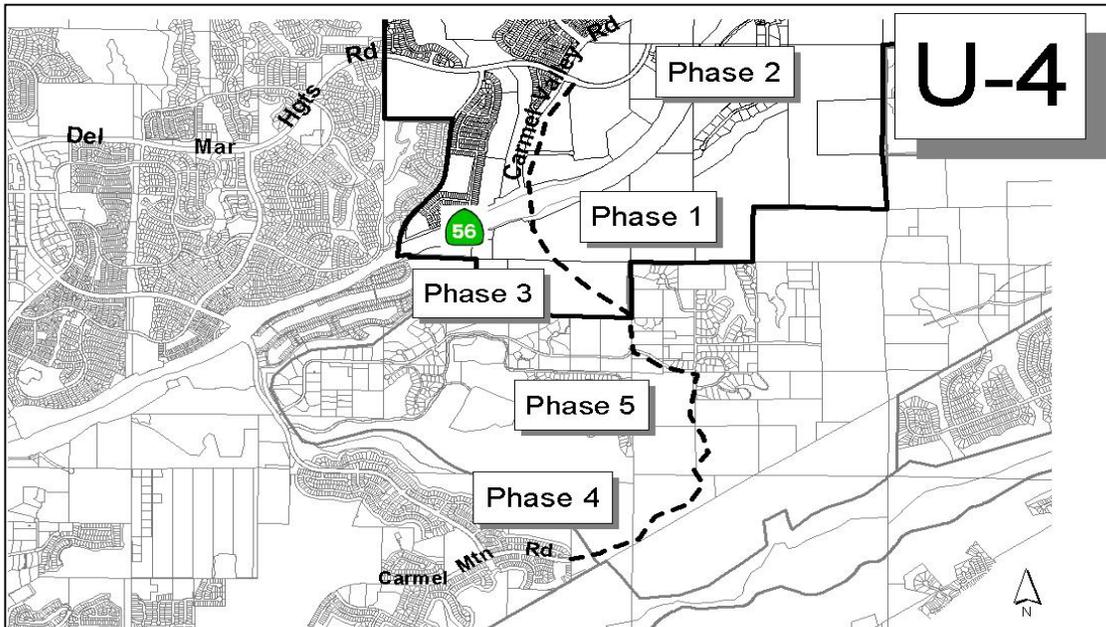
**TITLE: LITTLE MCGONIGLE RANCH ROAD PIPELINE**

DEPARTMENT: WATER  
CIP, JO, or WBS #: 70-964.0

**PROJECT: U-4**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$4,500,000					\$1,900,000		
FBA-BMR								
FBA-TH								
FBA-DMM	\$1,500,000	\$654,968			\$845,032			
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$6,000,000</b>	\$654,968	\$0	\$0	\$845,032	\$1,900,000	\$0	\$0

SOURCE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
FBA-PHR						\$2,600,000		
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$2,600,000	\$0	\$0



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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: LITTLE MCGONIGLE RANCH ROAD PIPELINE**

DEPARTMENT: PUBLIC UTILITIES  
CIP, JO, or WBS #: 70-964.0

**PROJECT: U-4**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

**DESCRIPTION:**

THIS PROJECT PROVIDES FOR THE CONSTRUCTION OF APPROXIMATELY 14,850 LINEAR FEET (7,000 FEET WITHIN PACIFIC HIGHLANDS RANCH, 7,800 FEET WITHIN DEL MAR MESA) OF 30-INCH DIAMETER TRANSMISSION WATER PIPELINE IN CARMEL VALLEY ROAD AND LITTLE MCGONIGLE RANCH ROAD WITHIN THE DEL MAR MESA AND PACIFIC HIGHLANDS RANCH COMMUNITIES TO PROVIDE FOR BOTH DEL MAR MESA AND PACIFIC HIGHLANDS RANCH.

*REFERENCE:*

DEL MAR MESA PUBLIC FACILITY FINANCING PLAN PROJECT 43-21

**JUSTIFICATION:**

THIS PIPELINE IS REQUIRED TO PROVIDE CAPACITY IN THE WATER SYSTEM TO ADEQUATELY SUPPLY THE DEMAND AT FULL COMMUNITY DEVELOPMENT OF THE DEL MAR MESA AND PACIFIC HIGHLANDS RANCH COMMUNITIES.

**FUNDING ISSUES:**

PHASE I WAS CONSTRUCTED AND REIMBURSED AS A PART OF THE SR-56/CARMEL VALLEY ROAD INTERCHANGE PROJECT, PROJECT T-1.3.

THE ACTUAL TIMING FOR COMMUNITY CONTRIBUTIONS MAY DIFFER AS PUBLIC FACILITY FINANCING PLANS ARE UPDATED SEPARATELY.

**NOTES:**

PHASE I: CVR WITHIN SR-56/CVR INTERCHANGE WITHIN ROW (NOT INCLUDED) -	1,050 LF
PHASE II: CARMEL VALLEY RAOD FROM SR-56/CVR INTERCHANGE TO DMHR -	2,800 LF
PHASE III: LMRR FROM INTERCHANGE TO DEL MAR MESA ROAD -	3,900 LF
PHASE IV: LMRR FROM DEL MAR MESA ROAD TO DEVINO COURT -	1,900 LF
PHASE V: CMR FROM DEVINO COURT TO DMM COMMUNITY BOUNDARY-	<u>5,200 LF</u>
TOTAL	14,850 LF

D SHEETS:

PHASE I: 11-172824  
PHASE II: 33567-D  
PHASE III:  
PHASE IV: 29261-D & 31447-D  
PHASE V: 33472-D & 33419-D

**SCHEDULE:**

PHASE I IS COMPLETE;  
PHASE II: ESTIMATED TO BE COMPLETED IN FY 2015;  
PHASE III: ESTIMATED TO BE COMPLETED IN FY 2015;  
PHASE IV: ESTIMATED TO BE COMPLETED IN FY 2015;  
PHASE V: ESTIMATED TO BE COMPLETED IN FY 2015

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**COMPLETED & DELETED PROJECTS**

**PACIFIC HIGHLANDS RANCH**

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## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

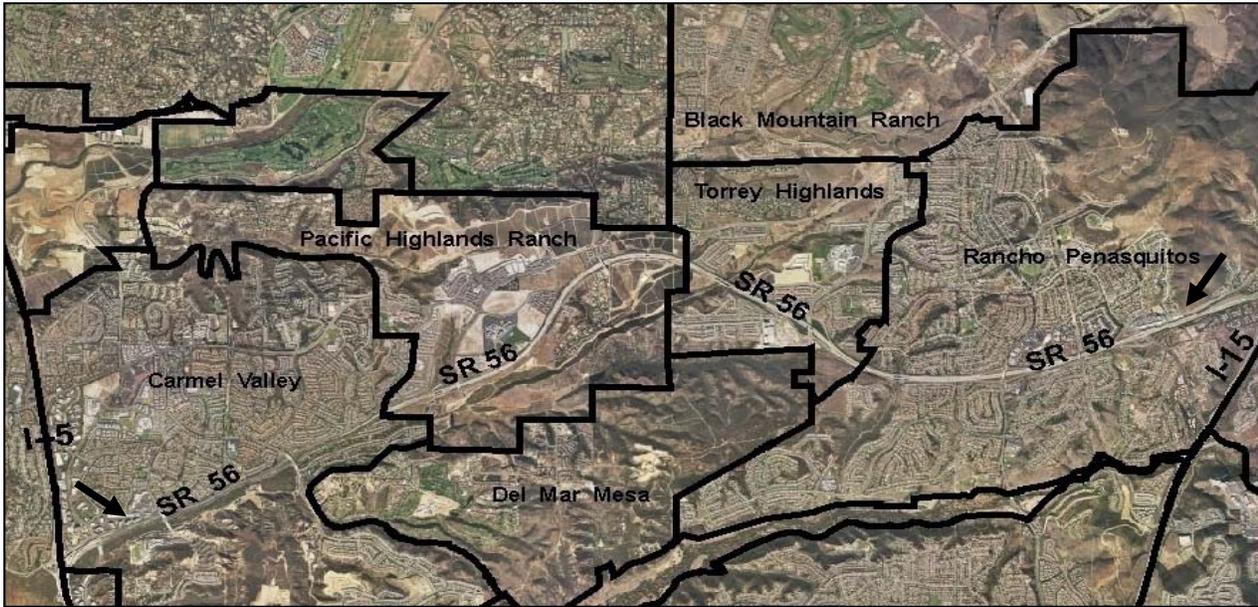
### COMPLETED

**TITLE:** SR-56 (Construct a 4-lane Freeway)

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-463.0

**PROJECT:** T-1.1  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR								
FBA-SS	<b>\$20,000</b>	\$20,000						
FBA-RP	<b>\$3,778,000</b>	\$3,778,000						
FBA-TH								
SANDAG	<b>\$37,100,000</b>	\$37,100,000						
PVT CONT	<b>\$10,200,000</b>	\$10,200,000						
DEV/SUBD	<b>\$24,317,848</b>	\$24,317,848						
STATE	<b>\$67,111,000</b>	\$67,111,000						
COUNTY	<b>\$16,400,000</b>	\$16,400,000						
STP	<b>\$49,350,000</b>	\$49,350,000						
OTHER	<b>\$14,613,450</b>	\$14,613,450						
<b>TOTAL</b>	<b>\$222,890,298</b>	\$222,890,298	\$0	\$0	\$0	\$0	\$0	\$0



**DESCRIPTION:**

THIS PROJECT PROVIDED FOR THE STATE ROUTE 56 FREEWAY BETWEEN THE CARMEL VALLEY AND RANCHO PENASQUITOS COMMUNITIES. A FOUR-LANE FREEWAY WAS CONSTRUCTED WITH INTERCHANGES AT BLACK MOUNTAIN ROAD, CAMINO SANTA FE, AND CAMINO DEL SUR. THE FREEWAY WAS OPENED TO TRAFFIC JULY 2004.

**NOTES:**

THE PRELIMINARY DESIGN FOR THE REMAINING INTERSTATE 5/STATE ROUTE 56 CONNECTOR RAMPS IS BUDGETED UNDER CIP 52-311.0 (S-00707/S-00708), INTERSTATE 5/STATE ROUTE 56 NORTH FREEWAY CONNECTORS.

*REFERENCE:* TORREY HIGHLANDS PUBLIC FACILITIES FINANCING PLAN T-1.1.  
DEL MAR MESA PUBLIC FACILITIES FINANCING PLAN 43-5A.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

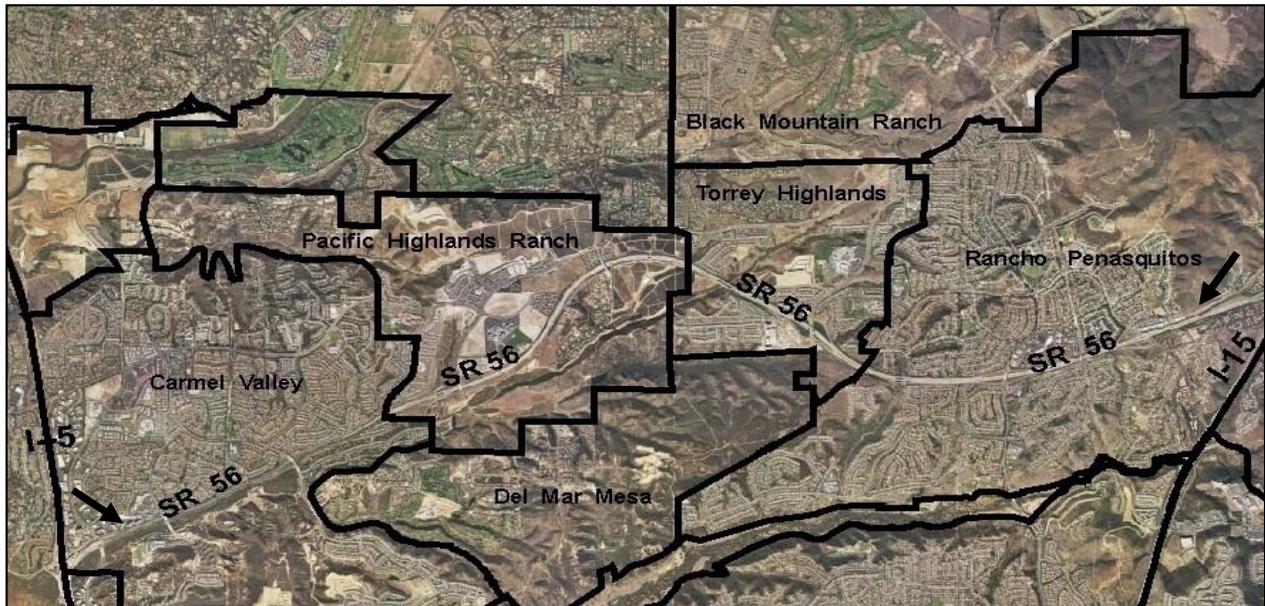
### COMPLETED

**TITLE: STATE ROUTE 56 - DEBT SERVICE**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-703.0

**PROJECT: T-1.2A**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$486,365	\$486,365						
FBA-BMR	\$569,652	\$569,652						
FBA-TH	\$431,673	\$431,673						
FBA-DMM	<b>\$1,030,000</b>	\$1,030,000						
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$2,517,690</b>	\$2,517,690	\$0	\$0	\$0	\$0	\$0	\$0



**DESCRIPTION:**

THIS PROJECT PROVIDED FOR THE DEBT SERVICE FOR TRANSNET COMMERCIAL PAPER FUNDING ISSUED IN FY 2001 FOR CIP 52-463.0, STATE ROUTE 56-CARMEL VALLEY TO BLACK MOUNTAIN ROAD.

**JUSTIFICATION:**

FROM FY 2003 THROUGH FY 2006, VARIOUS FBAs WITHIN THE SR-56 CORRIDOR REIMBURSED THE TRANSNET COMMERCIAL PAPER FUNDING, INCLUDING INTEREST, UTILIZED IN FY 2001 FOR CIP 52-463.0.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

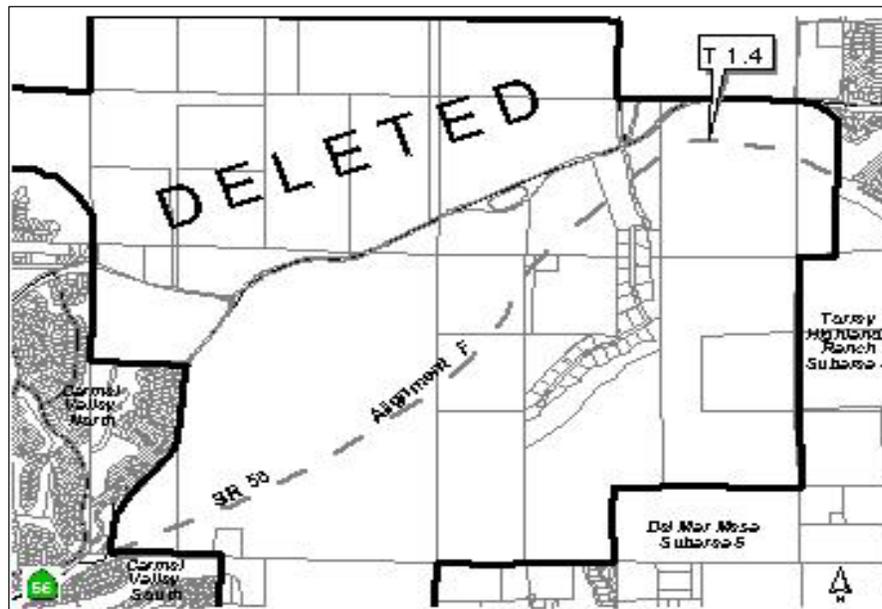
TITLE: **SR-56 THIRD INTERCHANGE**

**DELETED**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

PROJECT: **T-1.4**  
COUNCIL DISTRICT: **1**  
COMMUNITY PLAN: **PHR**

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR								
FBA-BMR								
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



SCHEDULE:  
**DELETED**

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

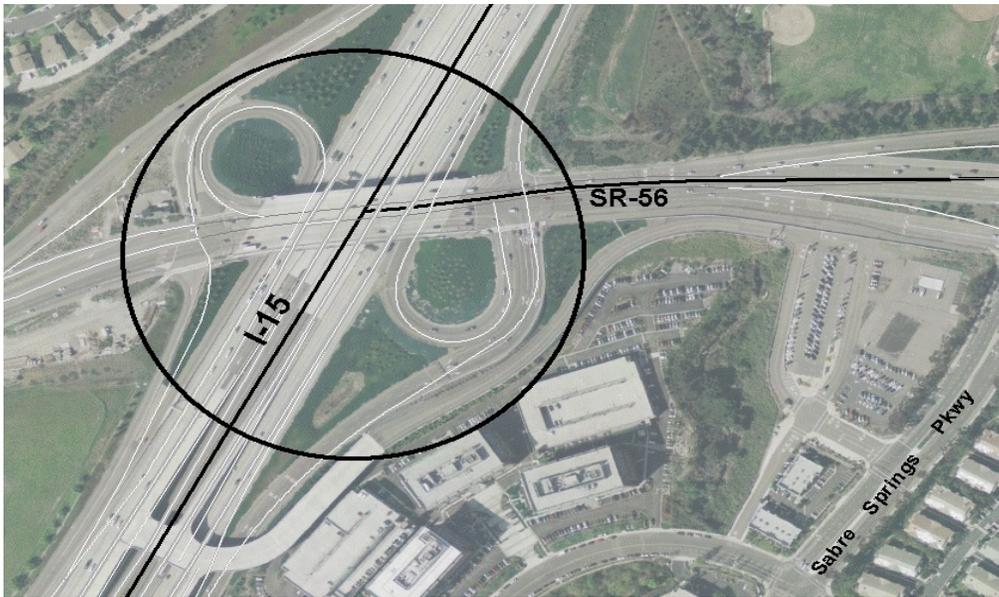
### COMPLETED

**TITLE: SR-56/I-15 INTERCHANGE RAMP IMPROVEMENTS**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 52-771.0/S-00920

**PROJECT: T-1.6**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	\$580,000	\$580,000						
FBA-BMR	\$580,000	\$580,000						
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER	\$23,840,000	\$23,840,000						
UNIDEN								
<b>TOTAL</b>	<b>\$25,000,000</b>	<b>\$25,000,000</b>	\$0	\$0	\$0	\$0	\$0	\$0



**DESCRIPTION:**

DESIGN AND CONSTRUCT THE MISSING LOOP RAMP IN THE SOUTHEAST QUADRANT OF SR-56 AT I-15 IN RANCHO PENASQUITOS FOR EASTBOUND TO NORTHBOUND MOVEMENTS TO ELIMINATE THE NEED FOR MAKING LEFT TURNS AT THE EXISTING TRAFFIC SIGNAL. WIDEN SOUTHBOUND TO WESTBOUND RAMP AND EASTBOUND TO SOUTHBOUND RAMP.

**JUSTIFICATION:**

THIS FACILITY IS REQUIRED TO ACCOMMODATE THE ADDITIONAL TRAFFIC GENERATED AS A RESULT OF DEVELOPMENT IN THE I-15 CORRIDOR, WITH PACIFIC HIGHLANDS RANCH CONTRIBUTING ITS FAIR SHARE BASED ON PERCENTAGE OF INCREASED TRAFFIC.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE: OLD CARMEL VALLEY ROAD (2-LANES)**

# COMPLETED

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: 292754

**PROJECT: T-4.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR								
FBA-BMR(cr)	<b>\$4,025,360</b>	\$4,025,360						
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD	<b>\$1,641,755</b>	\$1,641,755						
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$5,667,115</b>	\$5,667,115	\$0	\$0	\$0	\$0	\$0	\$0



**DESCRIPTION:**

DESIGN AND CONSTRUCT INTERIM WIDENING OF EXISTING CARMEL VALLEY ROAD FROM SR-56 TO VIA ABERTURA AS A 2-LANE FACILITY. IT WAS CONSTRUCTED AS A PERMANENT FACILITY SOUTH OF DEL MAR HEIGHTS ROAD. THE PROJECT INCLUDES A TRAFFIC SIGNAL AT RANCHO SANTA FE FARMS ROAD.

**JUSTIFICATION:**

THIS FACILITY IS REQUIRED TO ACCOMMODATE TRAFFIC BEING GENERATED BY NEW DEVELOPMENT IN BLACK MOUNTAIN RANCH, PACIFIC HIGHLANDS RANCH, AND SURROUNDING COMMUNITIES AS WELL AS BY THE EXISTING SUB-REGIONAL TRAFFIC NEEDS.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

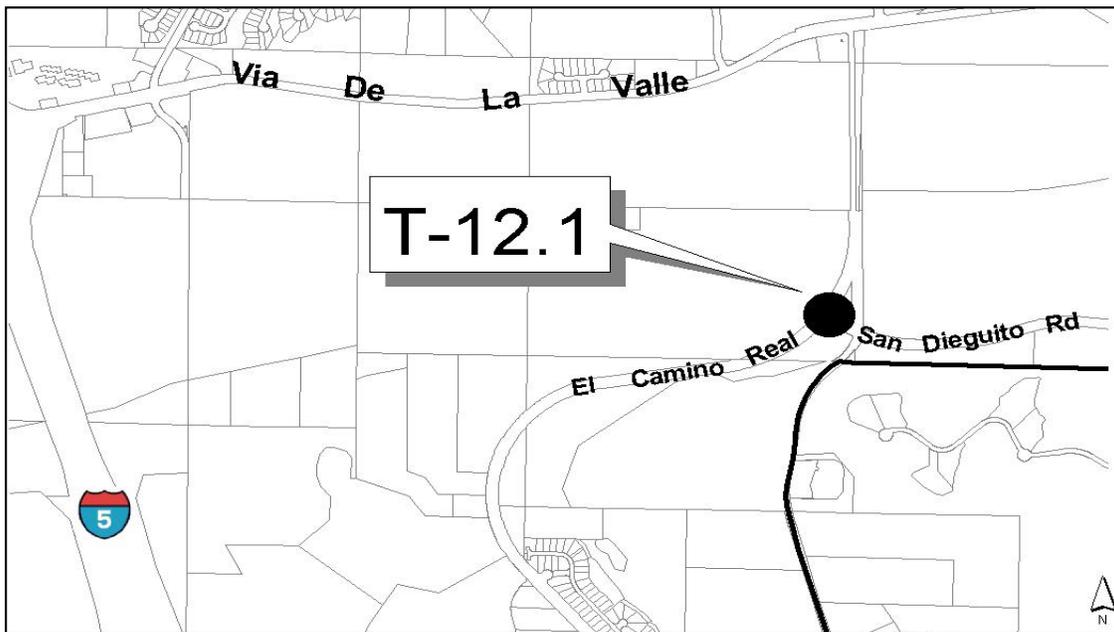
**TITLE: EL CAMINO REAL at SAN DIEGUITO ROAD (Intersection Improvements)**

DEPARTMENT: ENGINEERING & CAPITAL PROJECTS  
CIP, JO, or WBS #: N/A

**PROJECT: T-12.1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

### COMPLETED

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR								
FBA-BMR(cr)	<b>\$473,665</b>	\$473,665						
FBA-TH								
FBA-DMM								
FBA-RP								
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$473,665</b>	\$473,665	\$0	\$0	\$0	\$0	\$0	\$0



**DESCRIPTION:**

THIS PROJECT PROVIDES FOR THE WIDENING OF THE WESTBOUND APPROACH ON SAN DIEGUITO ROAD AT EL CAMINO REAL IN SUBAREA II TO PROVIDE A SHARED, LEFT AND RIGHT TURN LANE. THE PROJECT MODIFIED THE EXISTING TRAFFIC SIGNAL AS NECESSARY.

**JUSTIFICATION:**

THIS PROJECT IS REQUIRED IN ORDER TO ACCOMMODATE THE ADDITIONAL TRAFFIC GENERATED AS A RESULT OF DEVELOPMENT IN THE SURROUNDING COMMUNITIES AS WELL AS EXISTING SUB-REGIONAL TRAFFIC NEEDS.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

**TITLE:     NORTHWEST AREA POLICE STATION**

### COMPLETED

DEPARTMENT: POLICE  
CIP, JO, or WBS #: 36-059.0/S-00815

**PROJECT:     PO-1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	<b>\$4,036,672</b>	\$4,036,672						
FBA-CV (N)	<b>\$9,459,812</b>	\$9,459,812						
FBA-CV (S)	<b>\$1,957,050</b>	\$1,957,050						
FBA-DMM	<b>\$549,109</b>	\$549,109						
THILLS (D)	<b>\$2,379,947</b>	\$2,379,947						
DEV. ADV								
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
<b>TOTAL</b>	<b>\$18,382,590</b>	\$18,382,590	\$0	\$0	\$0	\$0	\$0	\$0



**DESCRIPTION:**

THIS PROJECT PROVIDED FOR THE ACQUISITION OF A SIX ACRE (FOUR USABLE ACRES) SITE ON EL CAMINO REAL IN CARMEL VALLEY AND CONSTRUCTION OF A 21,760 SQUARE FOOT POLICE STATION, 5,335 SQUARE FOOT LIGHT VEHICLE MAINTENANCE FACILITY, FUELING STATION, CAR WASH, AND SITE WORK. THIS FACILITY SERVES THE EXTREME NORTHWEST AREA OF THE CITY IN CARMEL VALLEY AND ADJACENT COMMUNITY PLAN AREAS.

**FUNDING ISSUES:**

REPRESENTATIVE SHARES, BASED UPON THE ANTICIPATED DEVELOPMENT IN EACH RESPECTIVE COMMUNITY:

PACIFIC HIGHLANDS RANCH (PHR):	21.1706%	\$4,036,672
CARMEL VALLEY (NORTH):	51.6963%	\$9,459,812
CARMEL VALLEY (SOUTH):	10.9719%	\$1,957,050
TORREY HILLS:	13.2638%	\$2,379,947
<u>DEL MAR MESA:</u>	<u>2.8975%</u>	<u>\$549,109</u>
	100.00%	\$18,382,590

FUNDING CONTRIBUTIONS FOR PACIFIC HIGHLANDS RANCH, CARMEL VALLEY, TORREY HILLS, AND DEL MAR MESA ARE BASED UPON 2030 POPULATION AND EMPLOYMENT PROJECTIONS.

## CITY OF SAN DIEGO FACILITIES FINANCING PROGRAM

### COMPLETED

**TITLE: FIRE STATION 47 - PACIFIC HIGHLANDS RANCH**

DEPARTMENT: FIRE  
CIP, JO, or WBS #: 33-105.0/S-00689/S-00690

**PROJECT: F-1**  
COUNCIL DISTRICT: 1  
COMMUNITY PLAN: PHR

SOURCE	FUNDING:	EXPENDED	CONT APPROP	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
FBA-PHR	<b>\$7,343,112</b>	\$7,370,089		-\$26,977				
FBA-BMR								
FBA-TH	<b>\$851,508</b>	\$855,500		-\$3,992				
FBA-DMM	<b>\$961,380</b>	\$452,434	\$508,946					
FBA-RP								
DEV. ADV		\$508,946	-\$508,946					
DEV/SUBD								
COUNTY								
STATE								
OTHER								
UNIDEN								
TOTAL	<b>\$9,156,000</b>	\$9,186,969	\$0	-\$30,969	\$0	\$0	\$0	\$0



**DESCRIPTION:**

DESIGN AND CONSTRUCTION OF A NEW FIRE STATION WITH ACCOMMODATIONS FOR A WILDLAND FIRE FIGHTING FACILITY ON APPROXIMATELY A 1.00 ACRE SITE AT 6041 EDGEWOOD BEND COURT IN PACIFIC HIGHLANDS RANCH TO SERVE DEVELOPMENT IN PACIFIC HIGHLANDS RANCH, DEL MAR MESA, AND TORREY HIGHLANDS. THE PROJECT CONSISTS OF AN APPROXIMATE 10,000 SQUARE FOOT FIRE STATION CAPABLE OF HOUSING ONE ENGINE, ONE TRUCK, AND A SPECIALIZED APPARATUS TO FIGHT WILDLAND FIRES.

**FUNDING ISSUES:**

DEVELOPER (PARDEE) ADVANCED FUNDING FOR THIS PROJECT AND WAS REIMBURSED FROM THE FACILITIES BENEFIT ASSESSMENTS UNDER THE TERMS OF A REIMBURSEMENT AGREEMENT.

FUNDING CONTRIBUTIONS FOR PACIFIC HIGHLANDS RANCH (80.2%), TORREY HIGHLANDS (9.3%), AND DEL MAR MESA (10.5%) ARE BASED UPON POPULATION AND EMPLOYMENT.

## Appendices

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## Development Agreement

PACIFIC HIGHLANDS RANCH

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RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Office of the City Clerk  
City Administration Building  
202 C Street  
San Diego, CA 92101

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DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO AND  
PARDEE CONSTRUCTION COMPANY

PACIFIC HIGHLANDS RANCH  
SUBAREA III  
NORTH CITY FUTURE URBANIZING AREA

---

DOCUMENT NO. 00-18571

FILED SEP 08 1998

OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

NEGOTIATED AND ENTERED INTO PURSUANT TO CITY COUNCIL POLICY 600-37 ADOPTED BY THE  
CITY COUNCIL ON AUGUST 9, 1988, AND AS AMENDED ON SEPTEMBER 13, 1988

L:\DUGAR\PROJECTS\PARDEE\FARDA-CL.WPD

September 2, 1998

**-DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO AND  
PARDEE CONSTRUCTION COMPANY**

**PACIFIC HIGHLANDS RANCH  
SUBAREA III  
NORTH CITY FUTURE URBANIZING AREA**

This DEVELOPMENT AGREEMENT [Agreement] is entered into between THE CITY OF SAN DIEGO, a municipal corporation [City or Party] and PARDEE CONSTRUCTION COMPANY, a California corporation [Owner or Pardee or Party] [collectively, the Parties]. This Agreement is entered into with reference to the following facts.

**RECITALS.**

A. Code Authorization. City, a charter city, is authorized pursuant to Government Code Section 65864 et seq. [California Development Agreement Legislation] to enter into development agreements with persons having legal or equitable interests in real property for the purpose of establishing certainty for both City and Owner in the development process. City enters into this Agreement pursuant to the provisions of the California Development Agreement Legislation, Charter of City and its home-rule powers, City Municipal Code section 111.0901 et seq., Council Policy 600-37, the City's Progress Guide and General Plan [General Plan], and applicable City Policies. The Parties acknowledge:

(1) This Agreement is intended to assure adequate public facilities at the time of development.

(2) This Agreement is intended to assure development in accordance with City's Capital Improvement Program and City's General Plan.

(3) This Agreement is intended to provide certainty to Owner in the development approval process by vesting the permitted use(s), density and intensity of use, and the limited timing and phasing of development relating to Owner's Property, and by providing for the development of Owner's Property pursuant to the rules, regulations, policies and provisions described herein.

(4) This Agreement will permit achievement of growth management goals and objectives as reflected in City's General Plan and Council Policy No. 600-37.

(5) Owner is required by the Subarea III Plan, the PFFP, and the MEIR - Mitigation Monitoring and Reporting Program to provide certain public facilities or public improvements.

(6) This Agreement will allow City to realize extraordinary and significant financial, open space, environmental, transportation, recreational, and public facility benefits in addition to those available through the existing regulatory process.

(7) Many of the extraordinary and significant benefits are of regional significance, contribute greater benefits than City could otherwise require of Owner, and represent benefits which could not otherwise be required as part of the City's development review and approval process.

(8) Because of the nature and significance of costs associated with the dedication of real property, the financing of infrastructure for regional and community facilities, and the extraordinary and significant nature of such benefits, certainty in the development process is an absolute necessity to Owner. The phasing, timing, and development of public infrastructure necessitates a significant commitment of resources, planning, and effort by Owner for public facility financing, construction, and dedication to be successfully completed. In return for Owner's participation and commitment to these significant contributions of private resources for public purposes, City is willing to exercise its authority to enter into this Agreement and to make a commitment to Owner of increased certainty in the development process for the Project.

(9) In consideration of Owner's agreement to provide extraordinary and significant benefits, City is hereby granting Owner assurances that it can proceed with development of the Project in accordance with City's ordinances, rules and regulations, existing as of the effective date of this Agreement. Owner would not enter into this Agreement or agree to provide the public benefits and improvements described in this Agreement, if it were not for the commitment of City that the Project can be developed in accordance with the Existing Laws.

**B. Owner.** Owner has a legal or equitable interest in Owner's Property (identified on attached Exhibit "A") located in City and County of San Diego, California. A map depicting the location of Owner's Property is attached as Exhibit "B" to this Agreement.

**C. Interest of Owner.** Owner represents that it has an equitable or legal interest in Owner's Property and is authorized to enter into this Agreement.

**D. Planning Commission - City Council Hearings.** On June 25, 1998, the Planning Commission of City [Planning Commission], after giving notice required by law, held a public hearing to consider Owner's application for this Agreement. On July 28, 1998, the City Council, after providing notice as required by law, held a public hearing to consider Owner's application for this Agreement.

**E. Council Findings.** The City Council finds that this Agreement is consistent with City's General Plan, Council Policy 600-37, the Land Development Code, as approved by City Council Ordinance No. O-18451 on December 9, 1997 and other applicable ordinances, plans, policies and regulations of City in effect as of the date of adoption of Ordinance No. O-18571 approving this Agreement.

**F. City Ordinance.** On September 8, 1998, the City Council adopted Ordinance No. O-18571 approving this Agreement. The ordinance became effective on October 8, 1998.

## THE PARTIES AGREE AS FOLLOWS:

**1.0 DEFINITIONS.** In this Agreement, unless the context otherwise requires:

1.1 "California Development Agreement Legislation" means Government Code section 65864 through and including Section 65869.5.

1.2 "Carmel Valley" is that geographic area in City governed by the Carmel Valley (formerly North City West) Community Plan adopted by City Council Resolution No. R-212692.

1.3 "CEQA" is the California Environmental Quality Act found at Section 21000 et seq. of the Public Resources Code of the State of California, including implementing regulations thereof found in the California Code of Regulations.

1.4 "Default" means the occurrence of one or more of the events of default set forth in Section 7.1 of this Agreement.

1.5 "Del Mar Highlands Estates" means the property owned by Pardee in Subarea III described on the attached Exhibit "K."

1.6 "Effective Date" means November 3, 1998, the effective date of this Agreement, provided that on that date, the voters approve, at a city-wide election, a phase shift as provided in the NCFUA Framework Plan, changing the designation of approximately 2,102 acres in Subarea III from Future Urbanizing to Planned Urbanizing (the Phase Shift).

1.7 "Extraordinary and Significant Public Benefits" are the economic, environmental, and other benefits identified in Section 5.2 provided to City by Owner as consideration for entering into this Agreement.

1.8 "Existing Laws" means (i) the San Diego Municipal Code in effect on the effective date of Ordinance No. O-18571, approving this Agreement, as modified by the Land Development Code, adopted by the City Council pursuant to Ordinance No. O-18451 on

December 9, 1997, as the Land Development Code is unconditionally certified as a Local Coastal Program amendment; (ii) the Subarea III Plan and Local Coastal Program amendments necessary to implement the approved Plan, on the date the plan and amendments are unconditionally certified as a Local Coastal Program amendment; (iii) the master rezone approved by City Council on July 28, 1998, in connection with the Subarea III Plan, as unconditionally certified as a Local Coastal Program Amendment; and (iv) all other ordinances, resolutions, rules, regulations, and official policies of the City, including, without limitation, the General Plan, Community Plans, and Specific Plans all in effect on the effective date of Ordinance No. O- 18571 approving this Agreement.

1.9 "Framework Plan" means the "Framework Plan for the North City Future Urbanizing Area" adopted by City Council as an amendment to the General Plan on October 1, 1992, by Council Resolution No. R-280787, as subsequently amended.

1.10 "General Plan" means the City of San Diego Progress Guide and General Plan adopted by the City.

1.11 "MEIR" means the master environmental impact report No. 96-7918/Sch. No. 97111077, certified by the City within the meaning of the CEQA, in the environmental evaluation of the impacts associated with the Project and the implementation of this Agreement.

1.12 "Mortgagee" means the mortgagee of a mortgage or beneficiary of a deed of trust encumbering Owner's Property or any part thereof and its successors and assigns.

1.13 "MSCP" is the Multiple Species Conservation Program for City which is designed to protect certain endangered, threatened and sensitive, plant and animal species.

1.14 "NCFUA" is the North City Future Urbanizing Area within City as indicated in City's General Plan.

1.15 "Notice of Default" means a notice from one Party to the other Party informing the recipient that it is in Default under this Agreement, which notice information is set forth in Section 7.2.1.

1.16 "Owner" means the person, persons, or entity having a legal or equitable interest in Owner's Property and includes Owner's successors in interest.

1.17 "Owner's Property" means the real property owned by Pardee which is described on attached Exhibit "A."

1.18 "Pardee Parcels" means all of the Owner's Property within Subarea III of the NCFUA exclusive of Del Mar Highlands Estates as described on attached Exhibit "A."

1.19 "Person" means any individual, corporation, partnership, limited liability company, trustee of a trust, or other legal entity.

1.20 "Project" means the development proposed upon the Pardee Parcels in substantial conformance with the Subarea III Plan, the associated Subarea III rezoning, the Phase Shift, and the MHPA Boundary Adjustment approved by City Council on July 28, 1998, including, without limitation, (i) the approximate 130 acre Conservation Land Bank; and (ii) necessary on- and off-site related infrastructure improvements, including, but not limited to, street and utility improvements.

1.21 "Project Entitlements" means the Subarea III Plan, the associated Subarea III rezoning, adopted by the City Council pursuant to Ordinance No. O-18580 on September 8, 1998, as certified by the Coastal Commission, and all of the discretionary permits and approvals granted or to be granted to complete the construction of the Project in accordance with this Agreement.

1.22 "PFFP" is the Public Facilities Financing Plan and Facilities Benefit Assessment for Subarea III in the NCFUA (excluding Appendix "A") approved by the City Council on July 28, 1998 by Resolution No. R-290522.

1.23 "Subarea III" means that part of the NCFUA depicted in the Subarea III Plan, as shown on attached Exhibit "C."

1.24 "Subarea III Plan" means the Pacific Highlands Ranch Subarea Plan for Subarea III of the NCFUA approved by the City Council as an amendment to the General Plan on July 28, 1998 by Resolution No. R-290521, as certified by the California Coastal Commission as an amendment of the Local Coastal Program.

1.25 "Subdivision Map Act" means the Subdivision Map Act of the State of California found at Government Code section 66410 et seq.

1.26 "Transportation Analysis" means the traffic impact analysis prepared for the Subarea III Plan as contained in the MEIR for the Project.

1.27 "Transportation Phasing Plan" means the transportation phasing plan associated with the development of Subarea III, as identified in attached Exhibit "D."

2.0 EXHIBITS. The following Exhibits, attached to this Agreement and incorporated by this reference, are identified as follows:

Exhibit	Description	Referred To In Section(s)
"A"	Legal Description of Owner's Property	Recital B, 1.17, 1.18, 5.3.4

Map Depicting the Location of Owner's Property	Recital B
Subarea III Plan Map	1.23, 1.24
Subarea III Transportation Phasing Plan	1.27, 4.9
Indemnity Agreement on Equestrian Trails	5.2.1
Carmel Valley Police Substation Purchase Agreement	5.2.3
Graphic depicting general location of fences and walls	5.2.8
Graphic depicting brush management/ MHPA boundary buffer	5.2.9
Graphic depicting the general location of the boundary adjustment in Neighborhood 10 VTM	5.3
Form of Assignment and Assumption Agreement	3.3.2
"K" Legal Description of Del Mar Highlands Estates	1.5

### 3.0 GENERAL PROVISIONS.

**3.1 Property Subject to Agreement.** The property subject to this Agreement is Owner's Property. No property shall be released from this Agreement until Owner has fully performed its obligations arising out of the Agreement or until released pursuant to provisions of Section 8.4 of this Agreement or until this Agreement is terminated pursuant to its terms.

**3.2 Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall extend for a period of twenty (20) years following the Effective Date unless this Agreement is earlier terminated, or its term modified or extended as provided in this Agreement. In addition, every approval granted for the Project other than ministerial approvals shall remain valid for a period of time equal to the term of this Agreement.

### 3.3 Assignment and Delegation.

**3.3.1 Assignment of Interests.** Owner may transfer or assign its interest in Owner's Property in whole or in part to any Person at any time during the term of this Agreement without the consent of City. Owner may assign or transfer all or any portion of its interest or rights under this Agreement to a Person acquiring an interest or estate in Owner's Property at any time during the term of this Agreement without the consent of City.

**3.3.2 Delegation of Obligations.** Owner may delegate or transfer its obligations under this Agreement to a Person acquiring an interest or estate in the Owner's Property only after receiving the prior written consent of the City Manager, which consent shall not be unreasonably withheld. When the City Manager is reasonably satisfied that the proposed transferee of the obligations is or will be financially able to fulfill the obligations of Owner under this Agreement, the City Manager shall grant written consent with respect to the portion of Owner's Property so transferred, in generally the form attached as Exhibit "J," within thirty (30) days after receipt of a written request from Owner for such consent. The City Manager may require surety bond or other security to insure performance of the assumed obligations. Within ten (10) days after receipt of Owner's written request for consent to delegate, the City Manager may request information from Owner or its transferee documenting such transferee's ability to satisfy the requirements of the foregoing sentence. The time period within which the City Manager may grant written consent (if the City Manager is reasonably satisfied) shall be extended twenty (20) days to review such documentation. Once the City Manager has consented to a transfer, delivery to and acceptance by the City Manager of an unqualified Assumption Agreement of Owner's obligations under this Agreement by such transferee shall relieve Owner of the obligations under this Agreement to the extent the obligations have been expressly assumed by the transferee. A transferee may not amend this Agreement without the written consent of the Person that, as of the effective date of this Agreement, is Owner. If a transferee defaults under this Agreement, such default shall not constitute a default by Owner of any other portion of Owner's Property hereunder and shall not entitle City to terminate or modify this Agreement with respect to such other portion of Owner's Property owned by a Person who is not in default.

**3.3.3 Transfer to Public Agency.** The reservation or dedication of a part or parts of Owner's Property to a public agency is not a transfer of duties and obligations hereunder to such public agency unless specifically stated to be the case in the instrument of conveyance used for such reservation or dedication, or other form of agreement with the public agency.

**3.3.4 Assignee's Rights and Duties.** Except as expressly limited herein, any and all approved successors and assignees of Owner shall have the same rights, benefits, duties, obligations and liabilities of Owner under this Agreement. If Owner's Property is subdivided, any subdivided parcel may be sold, mortgaged, hypothecated, assigned or transferred to a Person for development by them in accordance with the provisions of this Agreement. Owner shall remain

liable for any obligations from which Owner is not expressly released pursuant to any of the provisions of Section 3.3.

**3.4 Amendment or Cancellation of Agreement.** This Agreement may be amended from time to time or canceled by the mutual consent of City and Owner in the same manner as its adoption by an ordinance as set forth in California Government Code sections 65867 and 65868, and the San Diego Municipal Code and shall be in a form suitable for recording in the Official Records of San Diego County, California. The term "Agreement" shall include any amendment properly approved and executed. City and Owner acknowledge that the provisions of this Agreement require a close degree of cooperation between them and that minor or insubstantial changes to the Project may be required from time to time. Accordingly, changes to the Project which the City Manager determines are minor and insubstantial may be made without amending this Agreement.

**3.5 Enforcement.** Notwithstanding California Government Code section 65865.4 and San Diego Municipal Code section 111.0910, this Agreement is enforceable by City and Owner in any manner provided by law including specific performance. The remedies provided in Section 7.2 of this Agreement however, shall not include, and City shall not be liable for, any action in damages or any costs or attorney's fees resulting from any dispute, controversy, action or inaction, or any legal proceeding arising out of this Agreement.

### **3.6 Hold Harmless.**

**3.6.1** Owner shall hold City, its officers, agents, and employees harmless from liability as follows: (i) for damages, just compensation, restitution, or judicial or equitable relief arising out of claims for personal injury, and claims for property damage, which are caused by the operations of Owner, its contractors, subcontractors, agents or employees which relate to the development of Owner's Property or which are related to performance by either party of its obligations under Section 5.2 of this Agreement; and (ii) from and against any action or proceeding brought by a third party against the City to set aside, cancel, void or annul any of the following development approvals granted by the City in adopting: the General Plan/Framework Plan and Local Coastal Program amendments necessary for the approval of the Subarea III Plan; the Subarea III Plan; the rezoning of the Pardee Parcels; the MHPA Boundary Adjustments of Owner's Property; this Development Agreement or the City obligations contained in Section 5.2 of this Agreement; the PFFP, the Transportation Phasing Plan; the Phase Shift vote; discretionary permits and subdivision map(s) for Owner's Property; and the environmental documents required by CEQA for such development approvals.

**3.6.2** Owner agrees to defend City and pay all costs for the defense of City and its officers, agents and employees regarding any action or proceeding that Owner has herein agreed to hold City harmless. Owner's obligation for legal fees and costs shall be limited to the legal fees and costs of only one legal counsel other than the City Attorneys office should it elect to participate in such litigation. Owner's agreement to hold City harmless applies to any action or

proceeding herein before mentioned regardless of whether or not City prepared, supplied, or approved this Agreement; plans or specifications, or both, for Owner's Property. Owner shall have the right to select legal counsel to represent City in any such proceedings subject to City Attorney's approval. Such approval will not be unreasonably withheld.

3.6.3 City may make all reasonable decisions with respect to its representation in any legal proceeding. However, if a settlement demand is made and Owner is willing to satisfy the settlement demand and City rejects the settlement demand, Owner's indemnity obligation in such proceeding shall from that point forward not exceed the amount of the settlement demand. Owner's agreement to indemnify and hold harmless as provided in this Section 3.6 does not apply to: (i) any claim or cause of action challenging City's approvals in adopting the MSCP; or (ii) any claim challenging the Council's approval of the alignment of SR-56 which is unrelated to the Subarea III Plan or Project Entitlements.

**3.7 Binding Effect of Agreement.** Except to the extent otherwise provided in this Agreement, the burdens of this Agreement bind and the benefits of this Agreement inure to Owner's successors in interest.

**3.8 Relationship of City and Owner.** The contractual relationship between City and Owner arising out of the Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights.

**3.9 Notices.** All notices, demands, and correspondence required or permitted by this Agreement shall be in writing and delivered in person, by facsimile, or mailed by first class or certified mail, postage prepaid, addressed as follows:

If to City, to:

The City of San Diego  
City Administration Building  
202 "C" Street, 9th Floor  
San Diego, California 92101  
Attention: City Manager  
Facsimile: (619) 236-6067

With a Copy to:

The City of San Diego  
City Administration Building  
202 "C" Street, 5th Floor  
San Diego, California 92101  
Attention: Private Development Manager  
Facsimile: (619) 236-6478

If to Owner, to:

Pardee Construction Company  
10880 Wilshire Boulevard, Suite 1900  
Los Angeles, California 90024  
Attention: David Lyman, Esq.  
Facsimile: (310) 446-1292

and

Pardee Construction Company  
119 West "C" Street  
Suite 2200  
San Diego, California 92101  
Attention: Michael Madigan

With a Copy to:

Seltzer Caplan Wilkins & McMahon  
750 B Street, Suite 2100  
San Diego, California 92101  
Attention: Thomas F. Steinke, Esq.  
Facsimile: (619) 685-3100

City or Owner may change its address by giving notice in writing to the other addressees indicated above. Thereafter, notices, demands, and correspondence shall be addressed and transmitted to the new addressees. Notice shall be deemed given upon personal delivery, or if by facsimile, upon successful transmission, or, if mailed, two (2) business days following deposit in the United States mail, properly sealed, postage prepaid, registered or certified, and return receipt requested.

#### **4.0 DEVELOPMENT OF THE PROPERTY.**

**4.1 Rules, Regulations, and Policies.** The rules, regulations and official policies governing the Project Entitlements and development of the Project are the Existing Laws and any future rules, regulations, and policies as provided in Section 4.6 of this Agreement.

#### **4.2 Land Use Entitlements**

**4.2.1** Owner has the vested right, to the maximum extent allowed under California Development Agreement Legislation, except as expressly restricted in this Agreement, to complete development of the Project in accordance with the Existing Laws, subject to future rules, regulations and policies as provided in Section 4.6.

4.2.2 The Project and Project Entitlements may include the approval of vesting tentative maps pursuant to Section 66452.6 of the California Government Code. Any and all rights conferred pursuant to such vesting tentative map(s) are extended for the full term of this Agreement and shall survive any termination of this Agreement as otherwise provided under applicable law.

4.2.3 The right to regulate the rate and amount of growth is not abrogated by City. City retains the Police Power to provide for change in regulations, ordinances, policies and plans relating to moratoria, building permit allocations, timing and sequencing of development and financing and provision of adequate public facilities at the time of development. No vested rights as to any requirements in this section 4.2.3 either as to Existing Laws or future regulations, ordinances, policies and plans are conferred by this Agreement. In the exercise of its police power, the City Council shall recognize and consider the circumstances existing at the time this Agreement was authorized and shall limit its exercise of such power to matters of public health and safety. In addition, such exercise of the police power shall be by 2/3 vote of the City Council and shall be consistent with the purpose and intent of the California Development Agreement Legislation.

4.3 Construction Standards and Specifications. The construction standards and specifications for buildings, structures and necessary public improvements in the Project shall be the applicable construction standards and specifications in effect at the time any development approval is sought for the Project or any unit or structure contained within the Project.

4.4 Maximum Height and Size of Structures. The maximum height and size for all structures shall be as provided in the Existing Laws.

#### 4.5 Environmental Review.

4.5.1 Other than the mitigation measures set forth for the Project in the MEIR (and any additional future mitigation programs contemplated therein), no other mitigation measures for environmental impacts created by the Project, as presently addressed by the MEIR, are required. When City requires any additional environmental review pursuant to CEQA or Existing Laws, City may impose additional mitigation measures to mitigate, as permitted by law, the adverse environmental impacts of such discretionary approvals.

4.5.2 City acknowledges that the Transportation Analysis has analyzed the traffic projected to be generated from Subarea III, as presented in the Subarea III Plan, and, in accordance with all applicable legal requirements, including, without limitation, the City of San Diego Traffic Impact Study Manual Guidelines (the Guidelines), a total of 5,182 dwelling units, 300,000 square feet commercial, 300,000 square feet industrial may be built without the necessity of preparing a new Transportation Analysis. Additional transportation analyses may be required by City with respect to implementation of the Subarea III Plan for specific site areas.

For purposes of this Section and any future traffic analysis under this Agreement, calculation of the peak hour trips shall be based upon the trip generation rates set forth in the Transportation Analysis and MEIR (or trip generation rates in effect at that time for land uses not described in the Transportation Analysis and MEIR).

**4.6 Discretionary Approvals.** Except as provided in Section 4.2, this Agreement does not prevent the City, when considering requests for discretionary approvals subsequent to the Effective Date, from applying new rules, regulations, and policies which are applicable to Owner's Property, including, but not limited to, changes in the General Plan, or changes in subdivision and/or building regulations, nor does this Agreement prevent the City from denying or conditionally approving any subsequent applications for land use entitlements based on such new rules, regulations and/or policies; provided, however, that such new rules, regulations, and official policies (i) are not in conflict with the Existing Laws; (ii) are of general application within the City; (iii) are not imposed solely with respect to Owner's Property; and (iv) do not prevent development of the Project for the uses and to the density or intensity of development provided for in this Agreement. In addition, this Agreement shall not prevent the City from exercising its police power to protect the health and safety of the public. This police power, exercised in accordance with Section 4.2.3 of this Agreement, is paramount to any rights or obligations created or existing between the Parties.

**4.7 Processing Fees.** All fees and charges intended to cover City costs associated with processing development applications for the Project including but not limited to fees and charges for application processing, inspections (including any administrative costs incurred in connection with review pursuant to Section 6 below), plan review, plan processing, and/or environmental review, which are existing, revised, or adopted during the term of this Agreement, shall apply to the development of the Project, provided, however, that such fees or charges are in force and effect on a City-wide basis at the time of application.

**4.8 Amendments to Facility Financing Plans.** This Agreement does not preclude the inclusion of and changes to the PFFP adopted on a community or City-wide basis where the inclusion or change is caused by (i) inflation, (ii) later, more accurate cost estimation; or (iii) later commonly accepted higher standards of construction; or is to address Pacific Highlands Ranch community facility deficiencies arising from and attributable to unforeseen circumstances in the development of the Project.

**4.9 Transportation Phasing.** Nothing contained in the Transportation Phasing Plan precludes Owner from filing and processing subdivision maps for purposes of dividing Owner's Property into various sized parcels in order to facilitate the financing or development of the property provided the City Engineer determines the map to be in substantial conformance with the Project Entitlements. The City Engineer may condition the filing of any such maps to provide for orderly development and protect the interests of the public and purchasers of the individual parcels.

**4.10 Future Approvals.** To the extent that Owner provides complete, accurate applications with appropriate and necessary technical standards and reports, including, but not limited to, environmental analysis, the City shall use its best good faith efforts to process and take final action on Owner's completed applications for future land use permits and approvals in a timely manner.

**4.11 Moratoriums.** Moratoriums enacted by the City for the public health and safety which are imposed on Owner's Property or Project shall toll the time periods set forth in this Agreement.

**4.12 Progress Reports Until Construction of Project is Complete.** Owner shall make reports of the progress of construction of public facilities undertaken by Owner described in this Agreement in such detail and at such time as the City Manager or City Engineer reasonably requests.

**4.13 City to Receive Construction Contract Documents.** Owner shall furnish City, upon written request, copies of any public improvement construction contracts and supporting documents relating to Owner's Property.

**4.14 Conditions of Discretionary Approvals.** The requirements imposed as conditions of any discretionary approval received through the City's existing regulatory process are governed by the terms of those approvals except to the extent this Agreement expressly modifies or limits such conditions. Such conditions are not affected by the termination, cancellation, rescission, revocation, default or expiration of this Agreement.

**4.15 Changes in Federal and State Law.** Owner's Property may be subject to subsequently enacted state or federal laws or regulations which preempt local regulations, or mandate the adoption of local regulations, in conflict with this Agreement. Upon discovery of a subsequently enacted federal or state law affecting implementation of the Project, City and Owner shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to fully comply with such federal or state law or regulation. In such negotiations, City and Owner shall cooperate to resolve the conflict, while preserving the terms of this Agreement and the rights of Owner as derived from this Agreement to the maximum feasible extent. City shall limit imposition of new or additional requirements to the project to those necessary to establish full compliance with the change in state or federal law.

**4.16 Credits & Reimbursements.**

**4.16.1** If City requests and Owner either advances funds for or constructs public facilities beyond those based upon a need created by the development of Owner's Property, Owner may seek reimbursement from developers or property owners benefited by the advancement or construction. Owner is not entitled to seek reimbursement for the items of extraordinary benefit provided in Sections 5.2.2 through 5.2.10. Owner's reimbursement for the

items of extraordinary benefit listed in Sections 5.2.1 and 5.2.11 shall be as provided in those sections.

4.16.2 Reimbursement mechanisms may include City's conditioning of project approvals of any benefitting developer or property owner, or other reimbursement mechanisms in the sole, reasonable discretion of the City Council. If Owner elects to be reimbursed from development impact fees collected from other properties located within the NCFUA, or the PFFP, reimbursement may be in the form of either cash or credit against Owner's payment of PFFP fees at the time the fees would otherwise be due and payable to City.

## 5.0 DEVELOPMENT PROGRAM.

### 5.1 Effective Date of Agreement & Provision of Extraordinary Benefit.

5.1.1 This Agreement is effective upon the Effective Date. If the Phase Shift is subsequently invalidated or nullified for any reason, this Agreement shall terminate and the Parties shall be relieved of any obligations under this Agreement, and City shall reconvey and refund any property or funds already received as extraordinary benefit under Section 5.2 except with respect to Section 5.2.3, in which case City shall be required to reimburse Pardee for the difference between the Purchase Price of \$3,000,000 and the fair market value at the time of acquisition of the property, plus interest at the same rate the City earns on pooled investments accruing from the date of acquisition to the date of invalidation of the Phase Shift. The refund of any funds received shall include interest accrued in the deposit account for the funds.

5.1.2 Owner is not required to provide any of the enumerated items of extraordinary benefit set forth in Section 5.2 except items 5.2.3 (Purchase Agreement for Police Substation Site); 5.2.5 (Conveyance of Parcels A & B); and 5.2.10 (Endowment Fund) and none of the City approvals provided in Section 5.3 are effective until the later of the following dates: (i) the date upon which every statute of limitations, applicable to any challenge of a successful phase shift, has run; (ii) the date of final resolution and conclusion of any proceedings or challenges (legal or otherwise) to a successful phase shift; or (iii) the date the conditions precedent to the ballot measure becoming effective are satisfied.

5.2 Extraordinary and Significant Public Benefits. Notwithstanding any provision in this Agreement, or of law, to the contrary, and as consideration for the Parties entering into this Agreement, Owner shall provide to City the enumerated extraordinary and significant benefits as follows:

5.2.1 Pardee will design and construct exclusive equestrian use and mixed use trails on Pardee's Parcels in Subarea III as depicted in the Subarea III Plan (approximately 6 miles) according to City's trail design standard. The trails shall be constructed in phases in connection with maps filed by Pardee. Pardee will be reimbursed from the PFFP, for its design and construction costs in constructing non-equestrian portions of the mixed-use trails only. City

shall defend and indemnify Pardee as provided in attached Exhibit "E" for design and construction of trails used by equestrians.

5.2.2. Pardee will forego receipt of payment for any amount in excess of \$6 million for dedication of SR-56 Right-of-Way upon any parcel within Subarea III controlled by Pardee at the time right of way acquisition occurs.

5.2.3. No later than 30 days after the Effective Date, Pardee will enter into a purchase agreement to sell to City a police station site with a minimum of 4.0 gross (3.5 net developable) acres in Carmel Valley, the site to be mutually agreed upon, for a purchase price of no more than three million dollars. The terms of the purchase shall be as provided in attached Exhibit "F."

5.2.4. Pardee shall contribute \$100,000.00 towards construction of a wildlife undercrossing at El Camino Real. The location of the wildlife undercrossing shall be determined by City. Pardee shall make the contribution to City no later than 30 days prior to the first scheduled City Council hearing to certify an environmental document and approve a capital improvement project which includes the undercrossing.

5.2.5 Pardee shall transfer to City, at no cost to City, fee title to Parcels A & B in Carmel Valley Neighborhood 8A exclusive of the mitigation land bank areas no later than 10 days after the Effective Date. City and Pardee shall negotiate in good faith a mitigation bank agreement consistent with NCCP Mitigation Bank guidelines to allow Pardee to establish a mitigation bank containing a total of 24 acres of mitigation credit. Specific acreages of vernal pools and Maritime Chaparral resources will be determined as part of the mitigation bank agreement. Upon entering in a mitigation bank agreement, Pardee may sell to City or third parties for use as mitigation. Pardee may sell the mitigation bank acreage for no more than \$42,000 per acre. If the Phase Shift vote is invalidated as provided in Section 5.1, City shall reconvey Parcels A & B to Pardee in an "as is" condition.

5.2.6 Pardee shall convey to City, at no cost to City, title to the MHPA designated land on Pardee's Parcels. Conveyances will occur in phases as tentative subdivision maps and related ensuing final maps are approved. Pardee shall restore 131 acres of disturbed habitat within the MHPA within the Pardee Parcels. Restoration shall commence simultaneously with the mass grading of Pardee Parcels. Restoration shall be accomplished in conformance with the Pacific Highlands Ranch Conceptual Restoration Plan (Appendix C2 of MEIR 96-7918/Sch. No. 97111077). Pursuant to NCCP Mitigation Bank Guidelines Pardee may establish a mitigation bank for the 131-acre restoration area. Mitigation Credits will be available for sale as the restored habitat achieves the minimum success criteria identified in the revegetation plans approved consistent with the Conceptual Restoration Plan. The City will accept the fee title of property included in the bank as the credits are purchased. Pardee shall maintain and manage the wildlife resources on all portions of the land contained in the mitigation bank until transferred in fee title to City.

5.2.7. Pardee waives any claims it may have against City in processing the Neighborhood 8A plans, including, but not limited to, any claim for inverse condemnation. This waiver shall cease to be effective when this Agreement is terminated in accordance with its terms.

5.2.8. Wherever the City determines fencing will not fully avoid edge effects adjacent to the MHPA adjacent to Gonzalez Canyon wildlife corridor and south to Carmel Valley, Pardee shall construct walls to manage the edge effects. A graphic depicting the general location of the walls is attached as Exhibit "G."

5.2.9 Pardee shall maintain Brush Management Zones 1 and 2 on the Pardee Parcels outside of the MHPA adjacent to Gonzalez Canyon wildlife corridor and south to Carmel Valley. A graphic depicting the brush management/MHPA buffer is attached as Exhibit "H."

5.2.10 Pardee shall contribute \$250,000 to establish an endowment fund for the maintenance of trails and habitat areas within the NCFUA and Carmel Valley within 10 days of the Effective Date.

5.2.11 Pardee shall guarantee up to \$2,000,000 to fund project reports and environmental documentation for unfinished connectors at SR-56 and I-5 and SR-56 and I-15. To accomplish this, Pardee shall, within 10 days of the Effective Date establish an escrow account in the amount of \$2,000,000 or provide some alternative form of security acceptable to the public agencies. Interest from funds deposited into the escrow account shall accrue to Pardee. Pardee shall advance funding up to the \$2,000,000 maximum to the public agency responsible for preparing the project report and environmental documentation. Pardee shall pay the funds as costs are incurred. Pardee shall be eligible for reimbursement for the advancement of funds from funded "TEA 21" funding or other appropriate non-City regional, State, or federal funding sources.

### 5.3 City's Obligations with Respect to Development Program.

5.3.1 City approves an expanded development footprint on the Pardee-owned property within Neighborhood 10 in Carmel Valley which includes an adjustment of the MHPA boundary by approximately 9.5 net developable acres in exchange for an increase in the MHPA boundary of equivalent acreage within Subarea III. A graphic depicting the general location of the boundary adjustment in Neighborhood 10 VTM is attached as Exhibit "I." In the alternative, at Owner's option, City may either (1) allow an adjustment to the existing approved subdivision maps in Neighborhood 10 to allow for an additional 72 to 74 dwelling units; or (2) provide an increase in a development footprint in some other area(s) of Pardee-owned property within Neighborhood 10, subject to adequate environmental review and concurrence with the City and Wildlife Agencies. If such adjustments result in a reduction of MHPA encroachment in

Neighborhood 10, City will be allowed to use the reduction as credit towards other MHPA encroachment by the City.

5.3.2 City approves the transfer of the underlying zone rights to 6 dwelling units in Subarea V (in addition to the transfer of 9 dwelling units previously approved) from the Deer Canyon parcel (approximately 60 acres) to the Lorenz parcel (approximately 78 acres) creating a total permissible unit count of 46 dwelling units on the Lorenz parcel. These 46 dwelling units may be transferred from the Lorenz parcel to any other approved development footprints in Subarea V upon Owner's election, provided the transfer is consistent with the Subarea V Specific Plan. City staff will cooperate with Pardee and support State or Federal funding to acquire the Deer Canyon parcel for one million dollars.

5.3.3 City approves the revision of the Neighborhood 10 Precise Plan to allow for the construction of 200 multi-family dwelling units where 98 multi-family dwelling units are currently authorized.

5.4 Subsequent Changes to Project Necessitated by Other Permitting Entities. Entities, other than City, with permit issuing or approval authority for the Project or Owner's Property cause, may require Owner to amend City granted approvals for development of Owner's Property or the Project. If this occurs, to the extent that Owner provides complete, accurate applications with appropriate and necessary technical standards and reports, including, but not limited to, environmental analysis, the City shall use its best good faith efforts to process and take final action on Owner's completed applications for future land use permits and approvals in a timely manner. If changes are approved, City shall not impose new or revised conditions, exactions, fees, or mitigation requirements except those which relate directly to the requested amendment and are proportional to any substantial new impact created by the requested amendment.

5.5 Expiration Dates of Vesting Tentative Map and Tentative Map. Pursuant to California Government Code section 66452.6, the expiration date of Owner's tentative maps or vesting tentative maps for the Project, if and when approved, are extended upon being approved, and shall remain valid until the termination date of this Agreement. Notwithstanding any condition or provision which may provide to the contrary, every approval, other than ministerial, granted for the Project is extended until the termination date of this Agreement.

5.6 Affordable Housing. Owner shall comply with City's affordable housing requirement contained in the Framework Plan and the Subarea III Plan. All tentative maps or other development permits for all Pardee parcels shall be conditioned to assure that affordable housing requirements are met prior to the recordation of the first final map or issuance of a grading permit.

5.7 Limitations. Owner acknowledges that if any third party brings a bona fide legal action challenging the validity of the SR-56 alignment approved by the City Council, resolution

of such litigation either by judgment of the court, or through negotiated settlement could require revision of the Subarea III Plan. Owner may elect to participate in such legal action. To the extent the legal action or negotiated settlement affects Owner's rights under this Agreement, City and Owner agree to cooperate in resolving the matter in an attempt to preserve the terms of this Agreement and the rights of City and Owner under this Agreement to the maximum extent feasible while resolving the litigation. If the Subarea III plan is revised as a result of such litigation, Owner may elect to either (1) proceed with vested development rights under the revised plan as provided in this Agreement or (2) terminate this Agreement. Any election to terminate shall be made in writing within 30 days of the date of the adoption of a revised Subarea III Plan. If Owner elects to terminate, Owner shall be relieved of any further obligations under this Agreement except the obligations referenced in Sections 5.2.1 [Equestrian Trails], 5.2.4 [Wildlife Undercrossing], 5.2.7 [Waiver as to Neighborhood 8A].

**5.8 Equal Employment Opportunity Program.** Owner shall not to discriminate against any employee or applicant for employment on any basis prohibited by law. Owner shall provide equal opportunity in all employment practices. In addition, to the extent applicable to this Agreement, Owner shall comply with the City's equal employment opportunity program, as that program is defined in the City Municipal Code, Chapter II, Article 2, Division 27, as of the effective date of Ordinance No. 018571 approving this Agreement.

## 6.0 ANNUAL REVIEW.

**6.1 City and Owner Responsibilities.** City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Owner with the terms of this Agreement. Pursuant to California Government Code section 65865.1, as amended, and City Municipal Code section 111.0907, Owner shall have the duty to demonstrate by substantial evidence its good faith compliance with the terms of this Agreement at the annual review.

**6.2 Review Letter.** If Owner is found to be in compliance with this Agreement after the annual review, City shall, upon written request by Owner, issue a review letter in recordable form ("Review Letter") to Owner stating that, based upon information known or made known to the City Council, the City Planning Commission, and/or the City Manager, this Agreement remains in effect and Owner is not in default. Owner may record the Letter in the Official Records of the County of San Diego.

**6.3 Failure of Periodic Review.** City's failure to review at least annually Owner's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any Person as a breach of this Agreement. If City has not completed an annual review in any twelve month period, Owner may request, in writing, a Review Letter. If City fails to provide such Review Letter or otherwise complete such annual review and notify Owner in writing of its status hereunder within thirty (30) days after Owner's written request, Owner shall be deemed to be in conformity with all requirements and terms of this Agreement as of the request date. This

does not preclude the City from issuing a Notice of Default pursuant to Section 8, if and when the City determines there has been a default under this Agreement.

## 7.0 DEFAULT.

**7.1 Events of Default.** A default under this Agreement shall be deemed to have occurred upon the happening of one or more of the following events or conditions:

**7.1.1** A warranty, representation or statement made or furnished by Owner to City is false or proves to have been false in any material respect when it was made.

**7.1.2** A finding and determination made by the City Council following an annual review under the procedure provided for in California Government Code section 65865.1 that, upon the basis of substantial evidence, Owner has not substantially complied in good faith with one or more of the terms or conditions of this Agreement.

**7.1.3** City arbitrarily refuses to consider requested development permits, applications, or entitlements submitted in accordance with the provisions of this Agreement.

**7.1.4** Any other event, condition, act, or omission by City or Owner which materially interferes with the terms of this Agreement.

## 7.2 Procedure Upon Default.

**7.2.1** Upon the occurrence of default, the City Council or Owner may terminate this Agreement only after providing the other Party thirty (30) days' written notice specifying the nature of the alleged default and, when appropriate, the manner in which said default may be satisfactorily cured. After proper notice and expiration of said thirty (30) day cure period without cure, this Agreement may be terminated. In the event that City or Owner's default is not subject to cure within the thirty (30) day period, City or Owner shall be deemed not to remain in default in the event that City or Owner commences to cure within such thirty (30) day period and diligently prosecutes such cure to completion. Failure or delay in giving notice of any default shall not constitute a waiver of any default, nor shall it change the time of default. Notwithstanding any other provisions of this Agreement to the contrary, the non-defaulting party may formulate and propose to the defaulting party options for curing any defaults under this Agreement for which a cure is not specified in this Agreement.

**7.2.2** City does not waive any claim of defect in performance by Owner if, on periodic review, City does not propose to modify or terminate this Agreement.

**7.2.3** Subject to Section 9.7 of this Agreement, non-performance shall not be excused because of a failure of a third person.

7.2.4 All other remedies at law or in equity which are not inconsistent with the provisions of this Agreement are available to City and Owner to pursue in the event there is a breach.

7.3 Institution of Legal Action. In addition to any other rights or remedies, City or Owner may institute a legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, or to enjoin any threatened or attempted violation of this Agreement, or to obtain any remedies consistent with the purpose of this Agreement. The prevailing party in any such legal action shall be entitled to recover attorneys' fees and costs. Legal actions shall be instituted in the Superior Court of the County of San Diego, State of California, or in the Federal District Court in the Southern District of California.

## 8.0 ENCUMBRANCES AND RELEASES ON PROPERTY

8.1 Discretion to Encumber. This Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering Owner's Property or any portion thereof or any improvement on Owner's Property by any mortgage, deed of trust, or other security device securing financing with respect to Owner's Property or its improvements.

8.2 Entitlement to Written Notice of Default. The mortgagee of a mortgage or beneficiary of a deed of trust encumbering Owner's Property or any part thereof and their successors and assigns shall, upon written request to City, be entitled to receive from City written notification of any default by Owner of the performance of Owner's obligations under this Agreement which has not been cured within thirty (30) days following the date of the notice of such default.

8.2.1 Notwithstanding Owner's default, this agreement shall not be terminated by City as to any mortgagee or beneficiary to whom notice is to be given and to which either of the following is true:

(a) The mortgagee or beneficiary cures any default by Owner involving the payment of money within ninety (90) days after the notice of default; provided, however, that if any such default cannot, with diligence, be cured within such ninety (90) day period, then such mortgagee/beneficiary shall have additional time as may be reasonably necessary to cure such default if such mortgagee/beneficiary commences to cure within such ninety (90) day period and thereafter diligently pursues and completes such cure.

(b) As to defaults requiring title or possession of Owner's Property or any portion thereof to effectuate a cure: (i) the mortgagee/beneficiary agrees in writing, within ninety (90) days after receipt from City of the written notice of default, to perform the proportionate share of Owner's obligations under this Agreement allocable to that part of Owner's Property in which the mortgagee/beneficiary has an interest conditioned upon such mortgagee's/beneficiary's

acquisition of Owner's Property or portion thereof by foreclosure (including a trustee sale) or by a deed in lieu of foreclosure; (ii) the mortgagee/beneficiary commences foreclosure proceedings to reacquire title to Owner's Property of applicable portion thereof within said ninety (90) days and thereafter diligently pursues such foreclosure to completion, and (iii) the mortgagee/beneficiary promptly and diligently cures such default after obtaining title or possession. Subject to the foregoing, in the event any mortgagee/beneficiary records a notice of default as to its mortgage or deed of trust, City shall consent to the assignment of all of Owner's rights and obligations under this Agreement to the mortgagee/beneficiary or to any purchaser of Owner's interest at a foreclosure or trustee sale and Owner shall remain liable for such obligations unless released by City or unless the applicable portion of Owner's Property is transferred in accordance with Section 3.3 of this Agreement.

8.2.2 Notwithstanding Section 8.2.1 of this Agreement, if any mortgagee/beneficiary is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings including by any process of injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving Owner, the times specified in Section 8.2.1 of this Agreement for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition.

8.2.3 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any existing or future mortgage or deed of trust on Owner's Property made in good faith and for value.

8.3 Mortgagee Not Obligated. Except as provided to the contrary in this Agreement, no mortgagee or beneficiary shall have an obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, and no mortgagee or beneficiary shall be liable for any defaults or monetary obligations of Owner arising prior to acquisition of title to Owner's Property by such mortgagee or beneficiary or their respective successors or assigns; except that, to the extent any covenant to be performed by Owner is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder. In the event a mortgagee or beneficiary elects to develop Owner's Property in accordance with the Development Plan, the mortgagee or beneficiary shall be required to assume and perform the obligations or other affirmative covenants of Owner under this Agreement.

8.4 Releases. City agrees that upon written request of Owner and payment of all fees and performance of the requirements and conditions required of Owner by this Agreement with respect to Owner's Property, or any portion thereof, City Manager shall execute and deliver to Owner appropriate release(s) of further obligations imposed by this Agreement in form and substance acceptable to the San Diego County Recorder or as otherwise may be necessary to effect the release. City Manager shall not unreasonably withhold approval of such release(s).

**8.5 Termination of Agreement With Respect to Individual Residential Lots Upon Sale to Public.** Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any residential lot and such lot shall be released and no longer be subject to this Agreement without execution or recordation of any further document when the lot has been subdivided and title conveyed to the lot's ultimate user.

## **9.0 MISCELLANEOUS PROVISIONS.**

**9.1 Rules of Construction.** The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signatory to this Agreement, their obligations are joint and several.

**9.2 Development Plan as a Private Undertaking.** It is specifically understood by City and Owner that (i) the Development Plan is a private development; (ii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to Owner's Property until City accepts the improvements pursuant to the provisions of this Agreement or in connection with subdivision map approvals; and (iii) Owner shall have the full power and exclusive control of Owner's Property subject to the obligations of Owner set forth in this Agreement.

**9.3 Captions.** The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, construe, limit, amplify, or aid in the interpretation, construction, or meaning of any of the provisions of this Agreement.

**9.4 Consent.** Where the consent or approval of City or Owner is required or necessary under this Agreement, the consent or approval shall not be unreasonably withheld, delayed, or conditioned.

**9.5 Covenant of Cooperation.** City and Owner shall cooperate and deal with each other in good faith, and assist each other in the performance of the provisions of this Agreement.

**9.6 Recording.** The City Clerk shall cause a copy of this Agreement to be recorded with the Office of the County Recorder of San Diego County, California, within ten (10) days following final execution of this Agreement.

**9.7 Delay, Extension of Time for Performance.** In addition to any specific provision of this Agreement, performance by either party of its obligations hereunder shall be excused and the term of this Agreement extended during any period of delay caused at any time by reason of acts of God, or Civil proceedings, riots, strikes, or damage to work in process by reason of fire, floods, earthquake, or other such casualties. Each party shall promptly notify the other party of any delay hereunder as soon as possible after the delay is determined. This section does not apply to circumstances that could have been prevented by the exercise of prudence, diligence and due

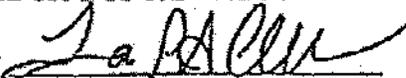
care. The term of this Agreement shall be extended by the period of time that Owner is actually delayed as a result of such cause.

**9.8 Interpretation and Governing Law.** This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California.

**9.9 Time of Essence.** Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

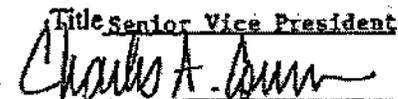
This Agreement has been executed by the City of San Diego, acting by and through its City Manager, pursuant to Ordinance No. O- 18571, authorizing such execution, and by Owner.

THE CITY OF SAN DIEGO

By   
City Manager  
Tina Christiansen

PARDEE CONSTRUCTION COMPANY

By   
Michael D. Madigan

By   
Charles A. Corum

Title Senior Vice President

I APPROVE the form and legality of this Agreement this 1st day of November 1998.

CASEY GWINN, City Attorney

By   
Prescilla Dugard  
Deputy City Attorney

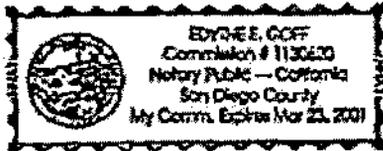
State of CALIFORNIA

County of SAN DIEGO

On October 8, 1998 before me, Edythe E. Goff, Notary Public  
Date Name and Title of Officer (i.e., "Notary Public")

personally appeared MICHAEL D. MADIGAN and CHARLES A. CORUM  
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Edythe E. Goff  
Signature of Notary Public

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title or Type of Document: Development Agreement Between The City of San Diego And Pardee Construction Company, PACIFIC HIGHLANDS RANCH SUB AREA III NORTH CITY FUTURE URBANIZING AREA

Document Date: Not yet signed Number of Pages: 24 (plus Exhibits)

Signer(s) Other Than Named Above: Not yet signed by the City

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael D. Madigan

- Individual
- Corporate Officer  
Title(s): Senior Vice President
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
Pardee Construction Company

Signer's Name: Charles A. Corum

- Individual
- Corporate Officer  
Title(s): Assistant Vice President
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
Pardee Construction Company

**EXHIBIT "A"**  
**OWNER'S PROPERTY**

Owner's Property consists of the following described parcels of real property within the City of San Diego, State of California:

Parcel A Parcel A is located within Neighborhood 8A of the Carmel Valley Community. See page 2 of 12 on this Exhibit for the legal description of this Parcel.

Parcel B Parcel B is located within Neighborhood 8A of the Carmel Valley Community. See page 3 of 12 on this Exhibit for the legal description of this Parcel.

Parcel C Parcel C comprises all of Neighborhood 8C within the Carmel Valley Community. See page 4 of 12 on this Exhibit for the legal description of this Parcel.

FSLIC/Deer Canyon Parcel The FSLIC/Deer Canyon Parcel is located within Subarea V of the North City Future Urbanizing Area. See page 5 of 12 on this Exhibit for the legal description of this Parcel.

Lorenz Parcel The Lorenz Parcel is located within Subarea V of the North City Future Urbanizing Area. See page 6 of 12 on this Exhibit for the legal description of this Parcel.

Pardee Parcels The Pardee Parcels consist of all of the Pardee real property ownership within Subarea III of the North City Future Urbanizing Area, exclusive of Del Mar Highlands Estates. See page 7 of 12 through page 10 of 12 on this Exhibit for the legal description of the Pardee Parcels. See Exhibit K for the legal description of Del Mar Highlands Estates.

Peñasquitos West Parcel The Peñasquitos West Parcel is located within Subarea IV of the North City Future Urbanizing Area. See page 11 of 12 on this Exhibit for the legal description of this Parcel.

Vesting Tentative Map No. 96-0737 Vesting Tentative Map No. 96-0737 is located in Neighborhood 10 of the Carmel Valley Community. See page 12 of 12 on this Exhibit for the legal description of this Map.

EXHIBIT 'A'  
LEGAL DESCRIPTION  
OF  
PARCEL 'A'

ALL OF FREMONT, A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1283, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 3, 1910, EXCEPTING THEREFROM LOTS 1 THROUGH 11 INCLUSIVE, LOTS 19 THROUGH 27 INCLUSIVE, LOT 30 AND LOT 'A'.

EXHIBIT 'A'  
LEGAL DESCRIPTION  
OF  
PARCEL 'B'

LOTS 2 THROUGH 8 INCLUSIVE AND LOT 'A' OF FREMONT, A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1283, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 3, 1910.

EXHIBIT 'A'  
LEGAL DESCRIPTION  
OF  
PARCEL 'C'

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

PARCEL 1:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT.

PARCEL 2:

A TEMPORARY EASEMENT AND RIGHT-OF-WAY FOR INGRESS AND EGRESS AND ROAD PURPOSES AND UTILITY LINES TO BE USED IN COMMON WITH THE GRANTORS AND OTHERS OVER A STRIP OF LAND 50.00 FEET WIDE IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, THE CENTERLINE OF SAID 50.00 FOOT STRIP BEING THE CENTERLINE OF THE EXISTING TRAVELED DIRT ROADWAY RUNNING IN A NORTHERLY AND SOUTHERLY DIRECTION ACROSS THE LAND DESCRIBED IN DEED TO TITLE INSURANCE AND TRUST COMPANY, RECORDED APRIL 22, 1965 AS FILE NO. 71978 OF OFFICIAL RECORDS, SAID EXISTING ROAD BEGINS IN THE NORTHERLY BOUNDARY OF SAID TITLE INSURANCE AND TRUST COMPANY'S LAND AND ENDS IN THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30.

THE EASEMENT DESCRIBED ABOVE SHALL TERMINATE AND BE OF NO EFFECT WHEN A PERMANENT ROAD IS CONSTRUCTED AND A PERMANENT EASEMENT IS CONVEYED TO THE OWNERS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30 AND MADE APPURTENANT TO SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30.

EXHIBIT 'A'  
LEGAL DESCRIPTION  
OF  
FSLIC/DEER CANYON PARCEL

THE NORTH HALF OF THE NORTHWEST QUARTER OR THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXHIBIT 'A'  
LEGAL DESCRIPTION  
OF  
LORENZ PARCEL

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE WEST 20 ACRES OF LOT 2, ALL IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXHIBIT 'A'  
LEGAL DESCRIPTION OF  
PARDEE PARCELS

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

PARCEL A:

PARCELS 1 AND 2 OF PARCEL MAP NO. 11718, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 9, 1981 AS FILE NO. 81-321947 OF OFFICIAL RECORDS.

PARCEL B:

PARCEL 2 OF PARCEL MAP NO. 12027, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 26, 1982 AS FILE NO. 82-082638 OF OFFICIAL RECORDS.

PARCEL C:

THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER, AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 10; THE SOUTHERLY 400 FEET THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11; AND THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, ALL BEING IN TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM SAID SECTION 10, THAT PORTION LYING NORTHERLY OF THE CENTER LINE OF THAT DIRT ROAD (KNOWN AS BLACK MOUNTAIN ROAD OR FOURTH STREET EXTENSION) RUNNING IN A GENERALLY EAST-WEST DIRECTION THROUGH THE SOUTH HALF OF SECTION 10, AS SAID ROAD EXISTED AND WAS LOCATED ON AUGUST 31, 1956.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTHEAST QUARTER OF SAID SECTION 10 LYING NORTHWESTERLY OF THE CENTER LINE OF THE 60 FOOT EASEMENT TO THE CITY OF SAN DIEGO, RECORDED SEPTEMBER 1, 1982, RECORDER'S FILE NO. 82-271465 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN PARCEL MAP NO. 12027, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 26, 1982.

**PARCEL D:**

THE EASTERLY HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN N.C.W. NEIGHBORHOOD 4A, UNIT 4, ACCORDING TO MAP THEREOF NO. 12149, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 10, 1988.

PARCEL E:

THOSE PORTIONS OF SECTION 9, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, AS DESCRIBED IN THE FOLLOWING PARCELS "A", "B", AND "C".

**PARCEL "A":**

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER.

**PARCEL "B":**

THE EASTERLY 100.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER.

**PARCEL "C":**

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER.

EXCEPT THEREFROM THE EASTERLY 24 ACRES.

**PARCEL F:**

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

**PARCEL G:**

THE EASTERLY 100.00 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING NORTHERLY OF THE CENTER LINE OF COUNTY ROAD (KNOWN AS BLACK MOUNTAIN ROAD) AS SAME EXISTED ON APRIL 14, 1952, RUNNING EASTERLY AND WESTERLY THROUGH SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, ACCORDING TO MAP OF OLD SURVEY NO. 57, FILED IN THE OFFICE OF THE COUNTY SURVEYOR OF SAN DIEGO COUNTY.

PARCEL H:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

PARCEL I:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED MAY 20, 1884.

EXCEPTING FROM THE ABOVE-DESCRIBED PARCEL 2, THAT PORTION LYING SOUTHERLY AND SOUTHEASTERLY OF THE CENTER LINE OF THE COUNTY ROAD KNOWN AS FOURTH STREET EXTENSION AND SOMETIMES KNOWN AS OLD SURVEY NO. 57, SAID COUNTY ROAD RUNS EASTERLY AND WESTERLY ACROSS SAID SECTIONS 9 AND 16.

PARCEL J:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOGETHER WITH THAT PORTION OF THE WESTERLY 100.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16 LYING NORTHERLY OF THE COUNTY ROAD - KNOWN AS BLACK MOUNTAIN ROAD RUNNING EASTERLY AND WESTERLY THROUGH SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, ACCORDING TO OLD SURVEY NO. 57 ON FILE IN THE OFFICE OF THE COUNTY SURVEY OF SAN DIEGO COUNTY, ALL BEING IN TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING FROM SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, THE EASTERLY 100.00 FEET THEREOF.

PARCEL K:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF LYING NORTHERLY OF THE CENTER LINE OF THE COUNTY ROAD - KNOWN AS 4<sup>TH</sup> STREET EXTENSION - RUNNING FROM EAST TO WEST THROUGH SAID NORTHWEST QUARTER OF SAID ROAD EXISTED ON APRIL 14, 1952.

EXCEPTING THE EASTERLY 100 FEET THEREOF.

ALSO EXCEPTING THE WESTERLY 100 FEET THEREOF.

PARCEL L:

PARCEL 1 OF PARCEL MAP NO. 9882, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 10, 1980 AS FILE NO. 80-122371 OF OFFICIAL RECORDS.

PARCEL N:

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

PARCEL O:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXHIBIT 'A'  
LEGAL DESCRIPTION  
OF  
PEÑASQUITOS WEST PARCEL

THE WEST HALF OF THE SOUTH QUARTER OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

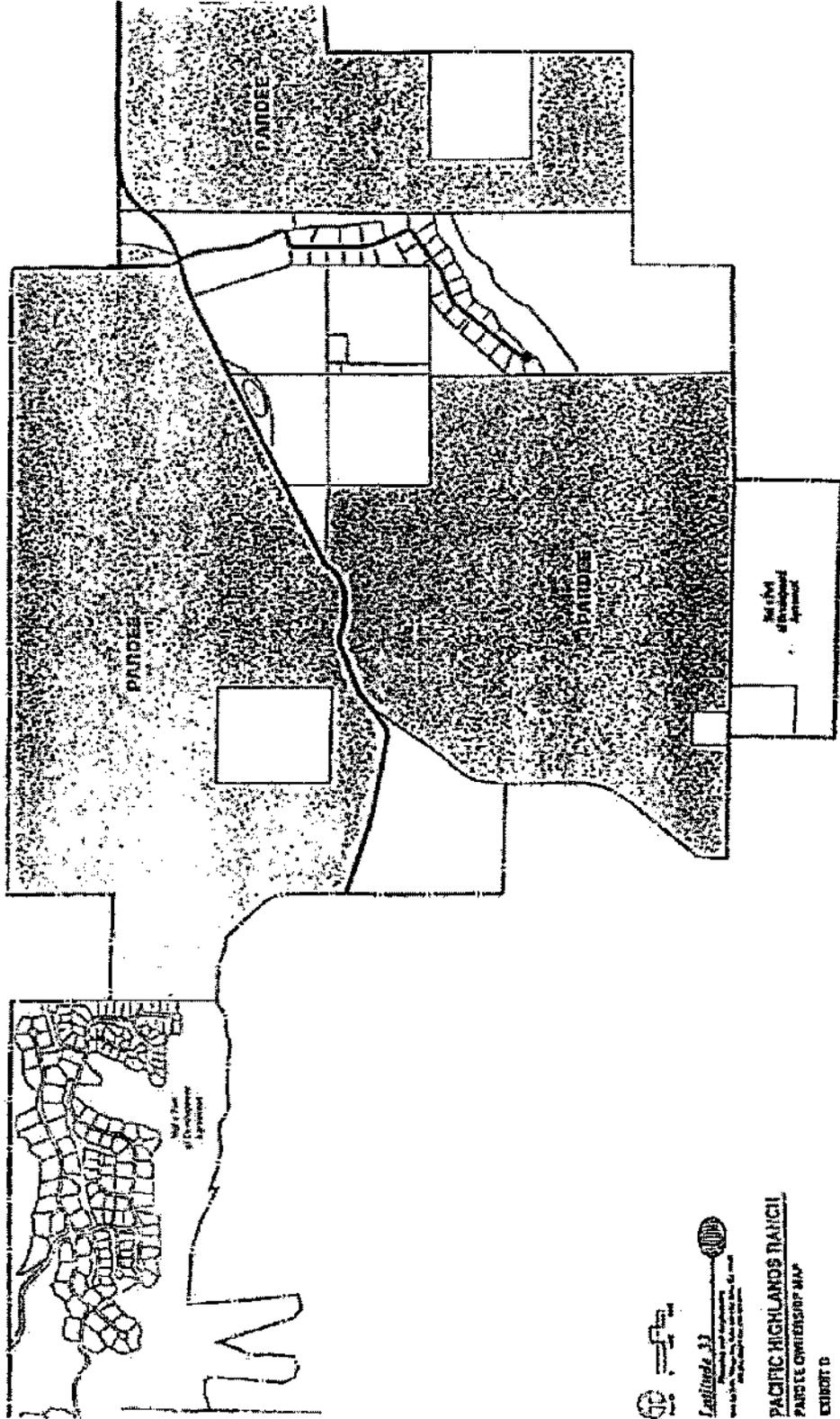
BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH QUARTER; THENCE ALONG THE SOUTHERLY LINE THEREOF

1. SOUTH 88°58'58" EAST 1,074.67 FEET; THENCE LEAVING SAID SOUTHERLY LINE
2. NORTH 47°28'36" EAST 538.79 FEET TO THE BEGINNING OF A TANGENT 1,900.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE
3. NORTHEASTERLY AND 1,078.22 FEET THROUGH A CENTRAL ANGLE OF 32°30'52" TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE ALONG THE NORTHERLY LINE THEREOF
4. NORTH 89°26'43" WEST 2,001.14 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE
5. SOUTH 00°59'10" WEST 1,274.40 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

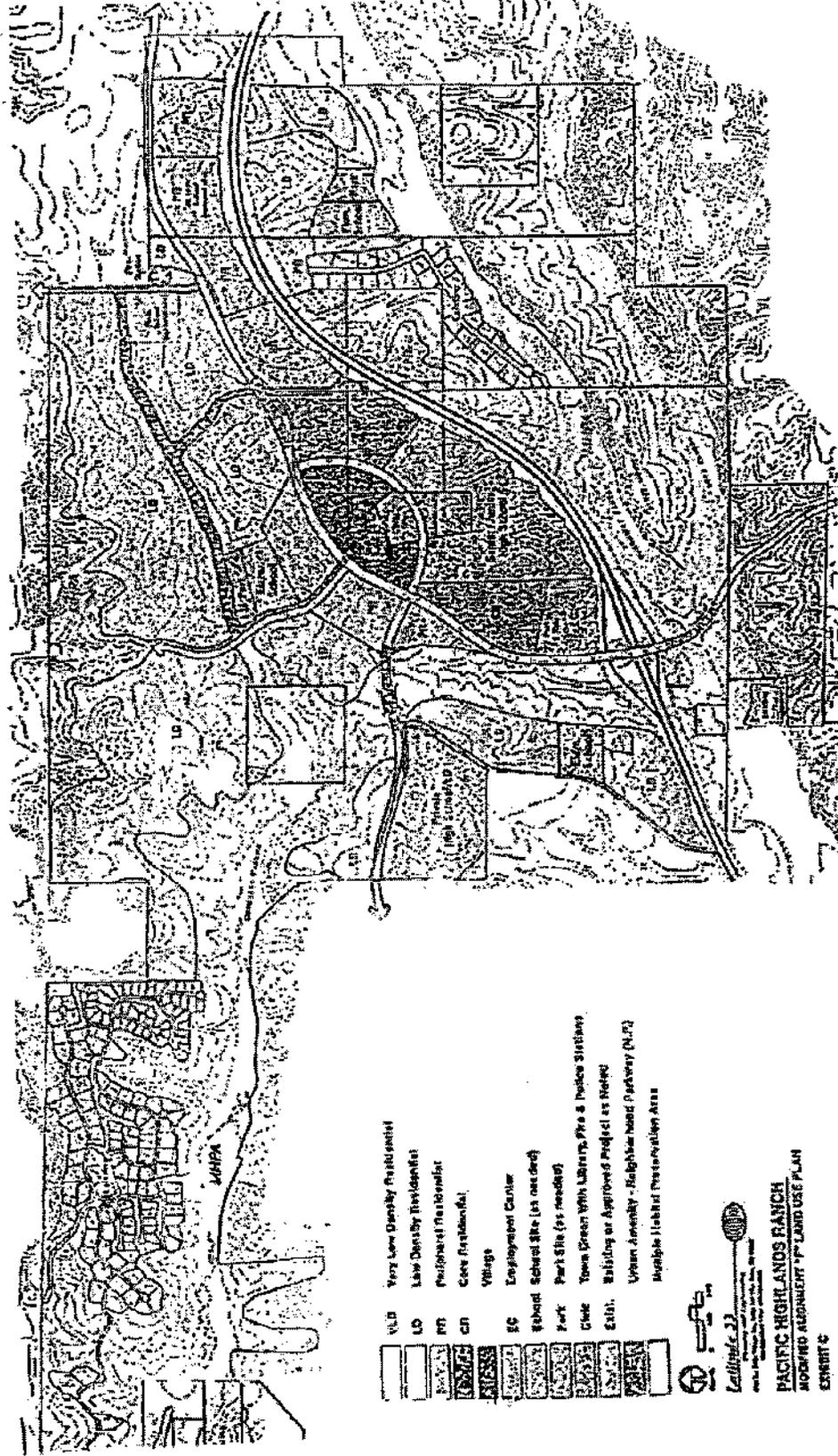
ALSO EXCEPTING THEREFROM THAT PORTION, IF ANY, LYING WITHIN PARCEL MAP NO. 6902, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 15, 1978.

EXHIBIT 'A'  
LEGAL DESCRIPTION  
OF  
VESTING TENTATIVE MAP NO. 96-0737

PORTIONS OF SECTION 28, T. 14 S., R. 3 W. AND PORTIONS OF THE EAST HALF SECTION 29, T 14 S., R. 3 W., S.B.M., ALL IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.



Latitude 33
   
 www.pacifichighlandsranch.com
   
**PACIFIC HIGHLANDS RANCH**
  
**PARADISE COMMUNITY MAP**
  
 EXHIBIT D



- VLD Very Low Density Residential
- LD Low Density Residential
- PD Planned Residential
- CR Civic/Community
- VC Village
- EC Employment Center
- School School Site (as needed)
- Park Park Site (as needed)
- Civic Town Green With Library, Fire & Police Station
- ESH Building or Approval project as needed
- Urban Assembly - Neighborhood Parkway (NLP)
- Multiple Habitat Preservation Area


  
**City of Pacific Highlands Ranch**
  
 Planning & Development Department

**PACIFIC HIGHLANDS RANCH**
  
 MODIFIED ALIGNMENT - P1 LAND USE PLAN

EXHIBIT 5

## EXHIBIT "D"

### Appendix "A" - Transportation Phasing Plan

This enclosed Transportation Phasing Plan for Subarea 3 assumes that State Route 56 will be implemented as shown in this PFFP. If State Route 56 implementation is delayed for any reason, traffic thresholds and improvements will be as shown in the enclosed Alternative Transportation Phasing Plan for Subarea 3.

## Subarea 3 Transportation Phasing Plan<sup>2,4</sup>

<b>I</b>	<b>Phase</b>	Startup Phase for Subarea 3 / Del Mar Heights Road
	Proposed Access Improvement (to be assured to the satisfaction of the City Engineer before development is authorized in this phase) <sup>1</sup>	Del Mar Heights Road - extend as 2 lanes of a 4 lane major to development areas. Provide 1/2 of ultimate street improvement.
	Approved Project or Subarea 3 Development	650 equivalent DU <sup>2</sup>
	Transportation Threshold Condition Regarding Status of Route 56 North Ramps (To Be Assured To The Satisfaction Of The City Engineer Before Development Is Authorized For Each Phase)	Successful vote November 1998 / Subarea Plan / Development Agreement approval by City Council. Completion of a Project Study Report (PSR) for the 5/56 north direct connectors. One unit / 4 acres density.
	Comment or Description of Other Regional Improvements to be assured to the satisfaction of the City Engineer (Before Development Is Authorized For Each Phase).	Route 56 Right-Of-Way in subarea 3 is assured <sup>3</sup> , excluding R/W for the third interchange.
<b>II</b>	<b>Phase</b>	Dual freeway completion / Route 56 Freeway
	Proposed Access Improvement (to be assured to the satisfaction of the City Engineer before development is authorized in this phase) <sup>1</sup>	Route 56 connected through as a 4 lane freeway between I-5 and I-15. Subarea 3 community infrastructure as required, including widening of Camino Santa Fe, Del Mar Heights Road and Carmel Valley Road.
	Approved Project or Subarea 3 Development	1,250 DU + Private High School + Neighborhood Commercial (50,000 SF)
	Transportation Threshold Condition Regarding Status of Route 56 North Ramps (To Be Assured To The Satisfaction Of The City Engineer Before Development Is Authorized For Each Phase)	Funding of PRVED, CALTRANS approval and FHWA approval of the 5/56 north direct connectors.
	Comment or Description of Other Regional Improvements to be assured to the satisfaction of the City Engineer (Before Development Is Authorized For Each Phase)	Route 55 @ I-15, east to north loop ramp, east to south right turn lane, add southbound on ramp lane. Del Mar Heights Road @ I-5 west to northbound I-5 right turn lane. Black Mountain Road @ Park Village Drive Intersection Improvements. (Dual NB to WB left turn lanes or SB right turn lane)

<b>III.</b>	<b>Phase</b>	<b>5/56 North Connectors</b>
	Proposed Access Improvement (to be assured to the satisfaction of the City Engineer before development is authorized in this phase) <sup>1</sup>	Construct the 5/56 north direct connectors. Subarea 3 community infrastructure as required, including widening of Camino Santa Fe to 6 lanes.
	Approved Project or Subarea 3 Development	1,500 DU + Neighborhood Commercial (100,000 SF)
	Transportation Threshold Condition Regarding Status of Route 56 North Ramps (To Be Assured To The Satisfaction Of The City Engineer Before Development Is Authorized For Each Phase)	STIP funding, design and award contract for construction of the 5/56 north direct connectors <sup>2</sup> .  5/56 north direct connectors open to traffic <sup>3</sup>
	Comment or Description of Other Regional Improvements to be assured to the satisfaction of the City Engineer (Before Development Is Authorized For Each Phase)	Via De La Valle, between St Andres and El Camino Real east, improve to four lanes. El Camino Real between 1/4 mile Drive and Via De La Valle, improve to 4 lane major street. Carmel Valley Road, between Del Mar Heights Road and Black Mountain Road, improve to four lanes. Widen Camino Ruiz from Carmel Valley Road to Carmel Mountain Road to 4 lanes. (Camino Ruiz / 56 diamond interchange) Route 56 widened to 6 lanes from I-5 to one mile east of the Camino Santa Fe interchange.
<b>IV.</b>	<b>Phase</b>	<b>Bulldozer of Subarea 3</b>
	Proposed Access Improvement (to be assured to the satisfaction of the City Engineer before development is authorized in this phase) <sup>1</sup>	Completion of community infrastructure.
	Approved Project or Subarea 3 Development	1,500 DU + Neighborhood Commercial (150,000 SF) + Commercial Office
	Transportation Threshold Condition Regarding Status of Route 56 North Ramps (To Be Assured To The Satisfaction Of The City Engineer Before Development Is Authorized For Each Phase)	
	Comment or Description of Other Regional Improvements to be assured to the satisfaction of the City Engineer (Before Development Is Authorized For Each Phase)	I-15, from Route 56 to Escondido, HOV lane extension. I-5, from Del Mar Heights to Birmingham, add HOV lanes. Camino Ruiz from Carmel Valley Road to Carmel Mountain Road, widen to 6 lanes. Camino Ruiz @ Route 56, provide loops <sup>4</sup> , or Third Interchange @ Route 56, provide third interchange. Black Mountain Road, from Route 56 to Mercy Road, widen to six lanes. Route 56 widened to 6 lanes.

## Footnotes to Transportation Phasing Plan:

Before exceeding the allowable levels of development shown in each phase, the improvements listed in the right column must meet one of the following conditions to be assured to the satisfaction of the City Engineer:

- a) Improvement must be completed and open to traffic.
- b) Improvement must be under contract.
- c) Improvement must be bonded.
- d) Improvement must be scheduled for construction in the City CIP for the year building permits are requested.
- e) Improvements must be programmed for construction in the STIP for the year building permits are requested.

- <sup>2</sup> It should be noted that this plan is intended to serve as a guideline for the sequential development of street improvements. Because the geographic order of developments is not certain, it will be necessary to regularly review and revise this phasing plan in order to reflect current land development proposals and actual trip generation rates and trip distribution.

The 650 equivalent dwelling units includes a maximum of 50 EDUs for the administrative facilities of the private high school.

- <sup>4</sup> This transportation phasing plan assumes that State Route 56 will be implemented as shown in this PFFP. If State Route 56 implementation is delayed for any reason, traffic thresholds and improvements will be as shown in the attached Alternative Transportation Phasing Plan, pursuant to paragraph 2 on page 119 of the Traffic Study Report entitled "Transportation Analysis for the Future Urbanizing Subarea III", dated March 31, 1998.

Right of way is assured to the satisfaction of the City Engineer by either (i) acquisition, (ii) successfully entering into a purchase agreement, or by (iii) initiating the condemnation process.

This requirement to be satisfied at the commencement of this phase, i.e. 1,900 DUs for Phase III.

## Subarea 3 Alternative Transportation Phasing Plan

<b>I.</b>	Phase	Startup Phase for Subarea 3 / Del Mar Heights Road
	Proposed Access Improvement (to be assured to the satisfaction of the City Engineer before development is authorized in this phase) <sup>1</sup>	Del Mar Heights Road- extend as 2 lanes of a 4 lane major to development areas. Provide 1/2 of ultimate street improvement.
	Approved Project or Subarea 3 Development	650 equivalent DU <sup>2</sup>
	Transportation Threshold Condition Regarding Status of Route 56 North Ramps (To Be Assured To The Satisfaction Of The City Engineer Before Development Is Authorized For Each Phase)	Successful vote November 1998 / Subarea Plan / Development Agreement approval by City Council. Completion of a Project Study Report (PSR) for the 5/56 north direct connectors. One unit / 4 acres density.
	Comment or Description of Other Regional Improvements to be assured to the satisfaction of the City Engineer (Before Development Is Authorized For Each Phase)	Route 56 Right-Of-Way in subarea 3 is assured <sup>3</sup> excluding RAW for the third interchange.
<b>II.</b>	Phase	Subarea 3 - Pre SR-56 if necessary / Carmel Valley Road & Route 56
	Proposed Access Improvement (to be assured to the satisfaction of the City Engineer before development is authorized in this phase) <sup>1</sup>	Widen Carmel Valley Road (Route 56) to 4 lanes along the Route 56 Corridor to Camino Santa Fe including the construction of the westbound off ramp (2 lanes) and extend and Widen Carmel Valley Road to 4 lanes.
	Approved Project or Subarea 3 Development	350 DU
	Transportation Threshold Condition Regarding Status of Route 56 North Ramps (To Be Assured To The Satisfaction Of The City Engineer Before Development Is Authorized For Each Phase)	Funding for PR/ED in year 2000 STIP for the 5/56 north direct connectors.
	Comment or Description of Other Regional Improvements to be assured to the satisfaction of the City Engineer (Before Development Is Authorized For Each Phase)	Alternative phasing threshold only if Route 56 is not on the current schedule, i.e. open to traffic by December, 2000. Construct Camino Ruiz as a 2 lane road from Carmel Valley Road to Route 56. Extend Route 58 as a 2 lane road from Black Mountain Road to Camino Ruiz.

<b>III.</b>	Phase	Subarea 3 - Pre SR-56 if necessary / Carmel Valley Road & Route 56
	Proposed Access Improvement (to be assured to the satisfaction of the City Engineer before development is authorized in this phase) <sup>1</sup>	Widen Carmel Valley Road (Route 56) to 4 lanes along the Route 56 Corridor to Camino Santa Fe including the construction of the westbound off ramp (2 lanes) and extend and widen Camino Santa Fe Road to 4 lanes.
	Approved Project or Subarea 3 Development	300 DU
	Transportation Threshold Condition Regarding Status of Route 56 North Ramps (To Be Assured To The Satisfaction Of The City Engineer Before Development Is Authorized For Each Phase)	Completion and CALTRANS District Director approval of the PR/ED for the 5/56 north direct connectors.
	Comment or Description of Other Regional Improvements to be assured to the satisfaction of the City Engineer (Before Development Is Authorized For Each Phase)	Alternative phasing threshold only if Route 56 is not on the current schedule, i.e. open to traffic by December, 2000.
<b>IV.</b>	Phase	Subarea 3 - Pre SR-56 if necessary / Carmel Valley Road & Route 56
	Proposed Access Improvement (to be assured to the satisfaction of the City Engineer before development is authorized in this phase) <sup>1</sup>	Widen Carmel Valley Road (Route 56) to 4 lanes along the Route 56 Corridor to Camino Santa Fe including the construction of the westbound off ramp (2 lanes) and extend and widen Camino Santa Fe Road to 4 lanes.
	Approved Project or Subarea 3 Development	300 DU + Private High School + Nhd. Comm. (50,000 SF)
	Transportation Threshold Condition Regarding Status of Route 56 North Ramps (To Be Assured To The Satisfaction Of The City Engineer Before Development Is Authorized For Each Phase)	Submittal of CALTRANS approved 5/56 north direct connector PR/ED to FHWA for approval.
	Comment or Description of Other Regional Improvements to be assured to the satisfaction of the City Engineer (Before Development Is Authorized For Each Phase)	Alternative phasing threshold only if Route 56 is not on the current schedule, i.e. open to traffic by December, 2000. Widen Camino Ruiz to a 4 lane road from Carmel Valley Road to Route 56. Extend Route 56 as a 4 lane road from Black Mountain Road to Camino Ruiz. Route 56 @ I-15, east to north loop ramp, east to south right turn lane, add southbound on ramp lane. Del Mar Heights Road @ I-5 west to northbound I-5 right turn lane. Black Mountain Road @ Park Village Drive Intersection Improvements. (Dual NB to WB left turn lane, or SB right turn lane)

<b>V.</b>	<b>Phase</b>	<b>Subarea 3 - Pre SR-56 if necessary</b>
	Proposed Access Improvement (to be assured to the satisfaction of the City Engineer before development is authorized in this phase) <sup>1</sup>	Signalize and widen intersections to 6 lanes as required.
	Approved Project or Subarea 3 Development	300 DU + Nhd. Comm. (50,000 SF)
	Transportation Threshold Condition Regarding Status of Route 56 North Ramps (To Be Assured To The Satisfaction Of The City Engineer Before Development Is Authorized For Each Phase)	FHWA Approval of PRVD for the 5/56 north direct connectors.
Comment or Description of Other Regional Improvements to be assured to the satisfaction of the City Engineer (Before Development Is Authorized For Each Phase)	Alternative phasing threshold only if Route 56 is not on the current schedule, i.e. open to traffic by December, 2000.	
<b>VI.</b>	<b>Phase</b>	<b>Route 56 Freeway</b>
	Proposed Access Improvement (to be assured to the satisfaction of the City Engineer before development is authorized in this phase) <sup>1</sup>	Route 56 connected through as a 4 lane freeway between I-5 and I-15.
	Approved Project or Subarea 3 Development	300 DU + Nhd. Comm. (100,000 SF)
	Transportation Threshold Condition Regarding Status of Route 56 North Ramps (To Be Assured To The Satisfaction Of The City Engineer Before Development Is Authorized For Each Phase)	Funding in the STIP for the 5/56 north direct connectors. Complete design of the 5/56 north direct connectors.  5/56 north direct connectors open to traffic <sup>2</sup> .
Comment or Description of Other Regional Improvements to be assured to the satisfaction of the City Engineer (Before Development Is Authorized For Each Phase)		

VII	Phase	Dual Freeway Completion
	Proposed Access Improvement (to be assured to the satisfaction of the City Engineer before development is authorized in this phase) <sup>1</sup>	Construct the 5/56 north direct connectors. Route 56 connected through as a 4 lane freeway between I-5 and I-15.
	Approved Project or Subarea 3 Development	1,200 DU + Nhd. Comm. (100,000 SF)
	Transportation Threshold Condition Regarding Status of Route 56 North Ramps (To Be Assured To The Satisfaction Of The City Engineer Before Development Is Authorized For Each Phase)	
	Comment or Description of Other Regional Improvements to be assured to the satisfaction of the City Engineer (Before Development Is Authorized For Each Phase)	Via De La Valle, between St Andres and El Camino Real east, improve to four lanes. El Camino Real between 1/2 mile Drive and Via De La Valle, improve to 4 lane major street. Carmel Valley Road, between Del Mar Heights Road and Black Mountain Road, improve to four lanes. Widen Camino Ruiz from Carmel Valley Road to Carmel Mountain Road to 4 lanes. Route 56 widened from I-5 to one mile east of the Camino Santa Fe Interchange.
VIII	Phase	Buildout of Subarea 3
	Proposed Access Improvement (to be assured to the satisfaction of the City Engineer before development is authorized in this phase) <sup>1</sup>	Completion of community infrastructure.
	Approved Project or Subarea 3 Development	1,600 DU + Commercial, Office
	Transportation Threshold Condition Regarding Status of Route 56 North Ramps (To Be Assured To The Satisfaction Of The City Engineer Before Development Is Authorized For Each Phase)	
	Comment or Description of Other Regional Improvements to be assured to the satisfaction of the City Engineer (Before Development Is Authorized For Each Phase)	I-15, from Route 56 to Escondido, HOV lane extension. I-5, from Del Mar Heights to Birmingham, add HOV lanes. Camino Ruiz from Carmel Valley Road to Carmel Mountain Road, widen to 6 lanes. Camino Ruiz @ Route 56, provide "loops", or Third Interchange @ Route 56, provide third interchange. Black Mountain Road, from Route 56 to Mercy Road, widen to six lanes. Route 56 widened to 6 lanes.

## Footnotes to Alternative Transportation Phasing Plan:

- <sup>1</sup> Before exceeding the allowable levels of development shown in each phase, the improvements listed in the right column must meet one of the following conditions to be assured to the satisfaction of the City Engineer:
  - a) Improvement must be completed and open to traffic.
  - b) Improvement must be under contract.
  - c) Improvement must be bonded.
  - d) Improvement must be scheduled for construction in the City CIP for the year building permits are requested.
  - e) Improvements must be programmed for construction in the STIP for the year building permits are requested.
- <sup>2</sup> The 650 equivalent dwelling units includes a maximum of 50 EDUs for the administrative facilities of the private high school.
- <sup>3</sup> Right of way is assured to the satisfaction of the City Engineer by either (i) acquisition, (ii) successfully entering into a purchase agreement, or by (iii) initiating the condemnation process.
- <sup>4</sup> This requirement to be satisfied at the commencement of this phase, i.e. 1,900 DUs for Phase VI.
- <sup>5</sup> It should be noted that this plan is intended to serve as a guideline for the sequential development of street improvements. Because the geographic order of developments is not certain, it will be necessary to regularly review and revise this phasing plan in order to reflect current land development proposals and actual trip generation rates and trip distribution.

Appendix "A-1"

## Pacific Highlands Ranch Transportation Phasing Plan

The following table, taken from Table 8 of the report entitled "Transportation Analysis for the Future Urbanizing Subarea III" maybe used to determine when a certain phase of the Transportation Phasing Plan has been reached.

Land Use Type	Intensity	Unit	Trip Generation Rate <sup>1</sup>	Daily Trips
Employment Center	20	Ac	450/Ac	9,000
Mixed Use Core (Commercial)	300	KSF	70/KSF <sup>4</sup>	21,000
Estates Residential <sup>2</sup>	208	Du	10/Du	2,080
Very Low Density Residential	12	Du	10/Du	120
Low Density Residential	2,368	Du	10/Du	23,680
Peripheral Residential	1,098	Du	10/Du	10,980
Core Residential	998	Du	8/Du	7,968
Mixed-Use Core Residential	500	Du	6/Du	3,000
Park	10	Ac	50/Ac	500
Park/Recreational Facility	13	Ac	50/Ac	650
Private High School <sup>3</sup>	54	Ac	50/Ac	2,700
Elementary School	23	Ac	60/Ac	1,380
Junior High School	20	Ac	40/Ac	800
High School	50	Ac	50/Ac	2,500

**Footnotes:**

**Expressed as Driveway Rates**

This land use category includes the 172 dwelling units that have been approved for the Del Mar Highlands Estates vesting tentative map. While these units have been included in the computation of the total trips, the Del Mar Highlands Estate development is subject to its own tentative map conditions of approval and is not subject to the requirements of the Pacific Highlands Ranch Transportation Phasing Plan.

Should the Private High School site be developed as residential property, as opposed to a school, it is anticipated that approximately 250 Low Density Residential units will be built on this site and its daily trips quantity will be modified accordingly.

Weighted average of Office and Retail Uses: Office (20/KSF); Main Street Retail (Village) (40/KSF); Commercial Retail (120/KSF).

## EXHIBIT "E"

### AGREEMENT RELATED TO EQUESTRIAN/MIXED USE TRAIL IMPLEMENTATION

This Agreement is entered into between The City of San Diego, a municipal corporation [the City], and Pardee Construction Company, a California corporation [Grantor] [collectively, the Parties], concerning the implementation of a proposed equestrian and mixed-use trails [the trails] as provided in the Subarea III Plan approved by the City on \_\_\_\_\_ by Ordinance No. O-\_\_\_\_\_

#### RECITALS

A. The City has determined that it is desirable to implement a comprehensive trail system which could be utilized by pedestrians, bikers and equestrians which would provide direct public access to the significant portions of the Multiple Species Conservation Program ("MSCP") planning area, and in particular, to the Pacific Highlands Ranch Project.

B. Grantor has indicated that the trail alignment which is reflected in concept in the Subarea III Plan is acceptable. Grantor is willing to dedicate from Pardee ownership, at its option, either an easement or a fee interest for the trail right-of-way to the City, as a gift.

C. City is willing to indemnify Grantor in connection with its provision of the trail as provided in this Agreement.

#### THE PARTIES AGREE AS FOLLOWS:

1. **Hold harmless.** The City shall at all times indemnify and save Grantor, Owner, its contractors, agents, officers, employees, residents, invitees and golfers [Indemnified Parties] free and harmless from and pay in full any and all claims, demands, losses, damages, and expenses that Indemnified Parties may sustain, or incur in any manner resulting from the establishment, construction, maintenance, state of use, repair, or presence of the trail, the improvements, including the fence mentioned below, and the ongoing use of said trail, including, but not limited to, any loss, damage, or expense arising out of: 1) loss of or damage to property; and 2) injury to, or death of person(s) or animal(s) (including any person(s) or animal(s) utilizing the trail being struck by an errant golf ball(s)), except to the extent of any loss or damage or expense and claim for loss, damage or expense resulting in any manner or from the willful or malicious acts of the Indemnified Parties. The City's obligation for legal fees shall be limited to one legal counsel.

2. **Fence Installation.** The City shall, at Grantor's option install a split rail fence to assure that trail users do not stray into the remaining portions of the Pacific Highlands Ranch project. The nature, extent, color, materials, and location of such fencing shall be subject to the sole review and approval of Grantor and determined at a future date. The City shall be solely responsible for the ongoing maintenance, repair, and upkeep of the fence.
3. **Successors.** The Indemnified Parties and any assigns or successors in interest shall not be subject to any present or future obligation and/or liability with regard to the construction, maintenance and/or upkeep of said trail.
4. **Permit Processing.** It shall be the City's sole obligation to process any and all necessary permits and/or approvals that will be required for the implementation of the trail, as well as pay for the cost of engineering, surveying and any other fees associated with the establishment, implementation, and ongoing maintenance of said trail.
5. **Trail Use.** The trail shall be for the exclusive use and enjoyment of pedestrians, bikers and equestrian users. In this regard, no motorized vehicles or bikes of any kind shall be permitted. The City shall be responsible for enforcing this restriction.
6. **Development Intensity.** There is a development intensity allocation which applies to Grantor's land. Grantor shall retain any and all development intensity rights associated with the right-of-way for Grantor's sole use and disposition.
7. **Future Agreement.** The parties agree to cooperate and execute such future documentation as necessary to implement the purpose and intent of this Agreement.
8. **Attorney's Fees.** If either Party brings litigation to enforce the terms of this Agreement, the prevailing party be entitled to reasonable attorneys' fees and other reasonable costs. The City's obligation with respect to legal fees shall be limited to one legal counsel.
9. **Binding on Successors and Assigns.** All references herein to City and Grantor shall refer shall to and be binding upon their respective personal representatives, successors and assigns and transferees of the parties hereto.

## EXHIBIT "F"

### CARMEL VALLEY POLICE SUBSTATION SITE PURCHASE AGREEMENT

THIS POLICE SUBSTATION SITE PURCHASE AGREEMENT [the Agreement] is entered into as of the \_\_\_ day of \_\_\_\_\_, 19\_\_\_, between Pardee Construction Company, a California corporation, [Seller], and The City of San Diego, a municipal corporation [Buyer], [collectively, the Parties] with reference to the facts set forth below.

#### RECITALS

- A. Seller owns real property consisting of approximately 4.0 gross acres (3.5 net developable) located within the Carmel Valley Community in the City of San Diego. Seller's real property ownership is identified on the Ownership map (attached hereto as Exhibit "A") and is further described as \_\_\_\_\_ [the Property].
- B. Buyer desires acquire the Property for the potential development of a police substation and Buyer is willing to sell the Property to Buyer.

#### THE PARTIES AGREE AS FOLLOWS;

1. Agreement to Buy and Sell. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the Property as described in Recital "A" above.
2. Purchase Price. The Purchase Price of the Property shall be \$3,000,000 [the Purchase Price]
3. Method of Payment. The Purchase Price shall be payable in cash upon the close of escrow as defined in Section 6.1 below.
4. Use of Property. City proposes to use the site for a police substation serving Carmel Valley [the Substation]. If the City determines the Property may not be used for a police substation for any reason, City may sell the Property for cash, the proceeds of the sale to be applied to another site for the Substation or may exchange the Property for other property to be used as a site for the Substation. If City elects to sell the Property, Pardee shall have the right of first refusal, at the same price as the bona fide offer for the Property, on any proposed cash sale; however, Pardee shall not have such right if the City elects to exchange the Property. Any covenants, conditions and restrictions which apply to the Property shall apply to Property if transferred by City to a third party.

5. Reserved Rights. While this Agreement is in effect, and prior to the close of escrow for the Property, Seller reserves to itself, its agents, successors, assigns, and personal representatives all rights accruing from its ownership of the Property including, without limitation, unrestricted use, access and utilization of the Property, so long as legally permitted and subject to the terms of this Agreement.

6. Escrow and Closing.

6.1 Closing Date. The close of escrow shall be on or before the second anniversary of the effective date of the Development Agreement between the Parties approved by Ordinance No. O-\_\_\_\_\_ of the City Council [Closing Date]. "Close of Escrow" means the date the grant deed conveying the Property to Buyer is recorded pursuant to this Agreement.

6.2 Extension Of Closing Date. Upon mutual consent of Parties, the date for the Close of Escrow may be extended commensurate with Buyer and Seller's estimates that acquisition funds will be available as provided in any revised or updated PFFP, provided, however, that in no event may the Closing Date be extended for more than 90 calendar days without Seller's written consent.

6.2 Opening of Escrow. At such time as Buyer desires to complete the purchase of the Property, but in no case later than 120 calendar days prior to the Closing Date, Buyer shall deliver written notice of intent to close escrow to Seller and to Chicago Title Company [Escrow Holder], and Buyer shall concurrently deliver a fully signed copy of this Agreement to Escrow Holder which, along with any supplemental written escrow instructions signed by Buyer and Seller, shall constitute the escrow instructions. Buyer shall give the notice at least 120 days before the Closing Date specified in Section 6.1, as such Closing Date may be extended pursuant to Section 6.2. Escrow shall close within 120 days after Buyer's delivery of the notice, but in no event later than the Closing Date specified in Section 6.1, above, or as such Closing Date may be extended pursuant to Section 6.2.

7. Condition of Title.

7.1 It shall be a condition to the Close of Escrow that title to the Property shall be conveyed to Buyer by Seller by Grant Deed subject only to the following approved condition of title:

A lien to secure payment of real estate taxes and assessment, not delinquent.

The lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with section 75 of the California Revenue and Taxation Code.

- (c) Building, building line, use or occupancy restrictions and zoning and building laws and ordinances of the federal, state, municipal, city and other governmental authorities having jurisdiction over the Property.
- (d) All public rights of way, utility easements and other matters of record or which would be disclosed by an inspection or survey of the Property.

7.2 Seller shall pay and discharge upon close of escrow all deeds of trust, mortgages, mechanics' liens, judgments and attachment liens and other encumbrances securing an obligation to pay money which exists as of the date hereof or are created or suffered by Seller (other than non-delinquent taxes, special assessments, and owners' association assessments [which are to be prorated as provided herein] and liens and encumbrances created or suffered by Buyer).

8. Deposits by Seller. At least one (1) day prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

8.1 Grant Deed. The Grant Deed in a form substantially identical to Exhibit "E" attached hereto conveying the Property to Buyer duly executed by Seller, acknowledged and in recordable form, and;

8.2 Proration, Fees and Costs. The amount, if any, required of Seller under Section 12 of this Agreement and under any other provision of this Agreement, shall be paid out of the funds deposited by Buyer with Escrow Holder and otherwise due Seller at the Close of Escrow pursuant to this Agreement.

9. Deposits by Buyer. At least one (1) day prior to the close of escrow, Buyer shall deposit or cause to be deposited with Escrow Holder the following:

9.1 Purchase Price Balance. Cash in the amount of the Purchase Price, ["Cash" means: (i) currency of the United States of America; (ii) cashier's check currently dated and payable to Escrow Holder or Seller, or (iii) wire transferred funds credited to Escrow Holder or Seller's bank account] and;

9.2 Prorations, Fees and Costs. The amount, if any, required of Buyer under Sections 10 and 11 of this Agreement and any other amounts payable upon the Close of Escrow under any other term of this Agreement, and;

9.3 Documents. A fully executed acceptance by City with respect to the Grant Deed and an executed and certified resolution of the City Council authorizing acceptance of the Property pursuant to the Grant Deed.

10. Costs and Expenses. Seller shall pay the cost and expense of a standard form CLTA Owner's Title Policy. Buyer shall pay the costs of any additional coverages or endorsements Buyer requests. Buyer and Seller shall share equally the escrow fee of Escrow Holder. Buyer shall pay all documentary transfer taxes payable in connection with the recordation of the Grant Deed. Buyer and Seller shall pay, respectively, the Escrow Holder's customary charges to buyers and sellers for document drafting, recording and miscellaneous charges. If, as a result of no fault of Buyer or Seller, Escrow fails to close, Buyer and Seller shall share equally all of Escrow Holders and Title Company's cancellation fees and charges.

11. Disbursements and Other Actions by Escrow Holder. Upon the close of escrow, the Escrow Holder shall promptly undertake all of the following in the manner indicated:

11.1 Prorations. Prorate (i.e. apportion) all matters referenced above based upon the statement delivered into Escrow signed by the Parties.

11.2 Recording. Cause the Grant Deed and any other documents which the Parties hereto may mutually direct, to be recorded in the Official Records of San Diego County, California.

11.3 Funds. Disburse from funds deposited by Buyer with Escrow Holder towards payment of all items chargeable to the account of Buyer pursuant hereto in payment of such costs, including, without limitation, the payment of the Purchase Price to Seller, and disburse the balance of such funds, if any, to Buyer.

11.4 Documents. Deliver all required and agreed upon documents pursuant to this Agreement to the Parties.

11.5 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

12. Seller's Representations and Warranties. Except as set forth in this Agreement, Seller has made absolutely no representation or warranties regarding the Property, including, without limitation, its condition, past use, or suitability for Buyer's intended use, and that Buyer is purchasing the Property on an "AS-IS" basis. Notwithstanding the foregoing, Seller makes the following representations to Buyer: Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and to the execution, delivery and performance of this Agreement; Seller has no actual knowledge of any Hazardous Materials on or under the Property or any underground tanks on the Property or of any easements, leases liens or encumbrances affecting the Property which are not disclosed by the public records. The foregoing representation is true and the foregoing warranties and agreements are in full force and effect and binding on Seller as of the date of this Agreement. If there is more than one Party constituting the "Seller," such representations and warranties are made severally, and not jointly. If before the Closing Date Seller discovers that any representation or warranty is untrue or misleading in any material respect, Seller shall notify Buyer and Buyer

shall have the right to terminate this Agreement; in that event, Seller shall have no liability unless Seller's original representation or warranty was knowingly false or misleading.

13. Buyer's Covenants, Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following covenants, representations and warranties.

13.1 Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth in this Agreement.

13.2 "AS-IS" Nature of Sale. Buyer acknowledges and agrees that except as set forth herein, Seller has not made, does not make and specifically negates and disclaims any representations, warranties, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality of condition of the Property, including, without limitation, the water, soil and geology, (ii) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon; (iii) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (iv) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (v) the manner, quality, state of repair or lack of repair of the Property; or (vi) any other matter with respect to the Property, and specifically (except as set forth herein) that Seller has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including solid waste, as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The substances, wastes and materials which are regulated by the foregoing laws or any other state and/or federal laws are herein referred to as "Hazardous Materials.") Buyer further acknowledges and agrees that any information provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Buyer hereby acknowledges and agrees that the sale of the Property as provided for herein is made on an "AS-IS" condition and basis with all faults.

13.3 City represents and warrants that the conveyance of the Property to the City is exempt from the mapping requirements of the California Subdivision Map Act.

14. Representations and Warranties Survive. The representations and warranties of Buyer and Seller set forth in this Agreement shall be true on and as of the Close of Escrow and shall survive the closing.

15. Legal Description Amendment. Buyer and Seller acknowledge that the legal description of the Property is based on information used to identify generally the Property within the Property. Although such legal description is fairly accurate, it is not precise, thus it is expected that more detailed information may be used to delineate the Property on a tentative map submitted to the City in the future in conjunction with development applications. Therefore, this Agreement does not preclude, and contemplates that the Parties will amend the legal description, attached as Exhibit "D" hereto, upon the recording of a final map approved by the City.

16. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any material casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow of which Seller obtains actual knowledge. If any such damage or proceeding relates to or may result in the loss of any material portion of the Property, Buyer may, at its option, elect either to: (i) terminate this Agreement, in which event neither Party shall have any further rights or obligations hereunder, or (ii) continue this Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding up to the amount of the purchase price, with any amounts exceeding such purchase price to be returned to Seller.

17. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, delivered by reputable overnight carrier, sent by certified mail, postage prepaid, return receipt requested, or sent by telecopy, and shall be deemed received upon the earlier of (i) if personally delivered or delivered by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed, two (2) business days after the date of posting by the United States Post Office, (iii) if given by telecopy, when sent. Any notice, request, demand, direction or other communication sent by telecopy must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing.

To Buyer:

City of San Diego  
202 "C" Street  
San Diego, CA 92101  
Attention: City Manager  
Facsimile No. (619) 236-6067  
Telephone No.: (619) 236-5941

To Seller:

Pardee Construction Company  
10880 Wilshire Blvd., Suite 1900  
Los Angeles, CA 90024

Attention: David Lyman  
Facsimile No.: (310) 446-1292  
Telephone No.: (310) 475-3525

With a Copy to:

Seltzer Caplan Wilkins & McMahon  
750 B Street, Suite 2100  
San Diego, CA 92101  
Attention: Thomas F. Steinke  
Facsimile No.: (619) 685-3100  
Telephone No.: (619) 685-3003

And an additional  
copy to:

Pardee Construction Company  
110 West C Street, Suite 2200  
San Diego, CA 92101  
Attention: Michael Madigan  
Facsimile No.: (619) 231-1765  
Telephone No.: (619) 525-7245

To Escrow Holder:

Chicago Title Company  
925 "B" Street  
San Diego, CA 92101  
Attention: Shelva Molm  
Facsimile No.: (619) 544-6229  
Telephone No.: (619) 544-6250

Notice of change of address or telephone numbers shall be given by written notice in the manner detailed in this paragraph. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

18. Brokers. Buyer and Seller each represents and warrant to the other that there will be no brokers' or finders' fees payable in respect of this transaction based upon any statement, representation or agreement made by Buyer or Seller, respectively. If any claims for brokers' or finders' fees for the consummation of this Agreement arise, then Buyer hereby agrees to indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement or representation or agreement by Buyer, and Seller hereby agrees to indemnify, save harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller.

19. Legal Fees. If any action or suit is brought by a Party hereto against another Party hereunder by reason of any willful breach of any of the covenants on the part of the other Party arising out of this Agreement, or for declaratory relief, then in that event, the prevailing Party in

such action or dispute shall be entitled to have and recover of and from the other Party all costs and expenses of such action, including reasonable attorneys' fees.

20. Assignment. Buyer shall not assign, transfer or convey its rights and/or obligations under this Agreement and/or with respect to the Property without the prior written consent of Seller, which consent Seller may withhold in its absolute discretion. Any attempted assignment without the prior written consent of Seller shall be void and Buyer shall be deemed in default hereunder. Any permitted assignments shall not relieve the assigning Party from its liability under this Agreement.

21. Buyers Entry Onto Property. While this Agreement is in effect, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours and upon 48 hours prior written notice to Seller, to make any and all inspections and tests as Buyer reasonably deems desirable and which may be accomplished without causing any alteration or damage to the Property. Buyer agrees to indemnify, defend and hold Seller and the Property harmless from any and all costs, loss, liability, damages or expenses, of any kind or nature, arising out of or resulting from such entry. The foregoing indemnity and defense obligation of Buyer shall survive the termination and/or full performance of this Agreement.

## 22. Miscellaneous.

22.1 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

22.2 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instructions and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

22.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

22.4 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

22.5 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate the Parties hereto, to any person or entity other than the Parties hereto.

22.6 Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

22.7 Amendment to this Agreement. Except as specified in paragraph 17 hereto, the terms of this Agreement may not be modified or amended except by an instruction in writing executed by the Parties hereto.

22.8 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof

22.9 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California

22.10 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

22.11 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by the Party hereto, or by or to any employee, officer, agent or representative of the Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

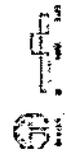
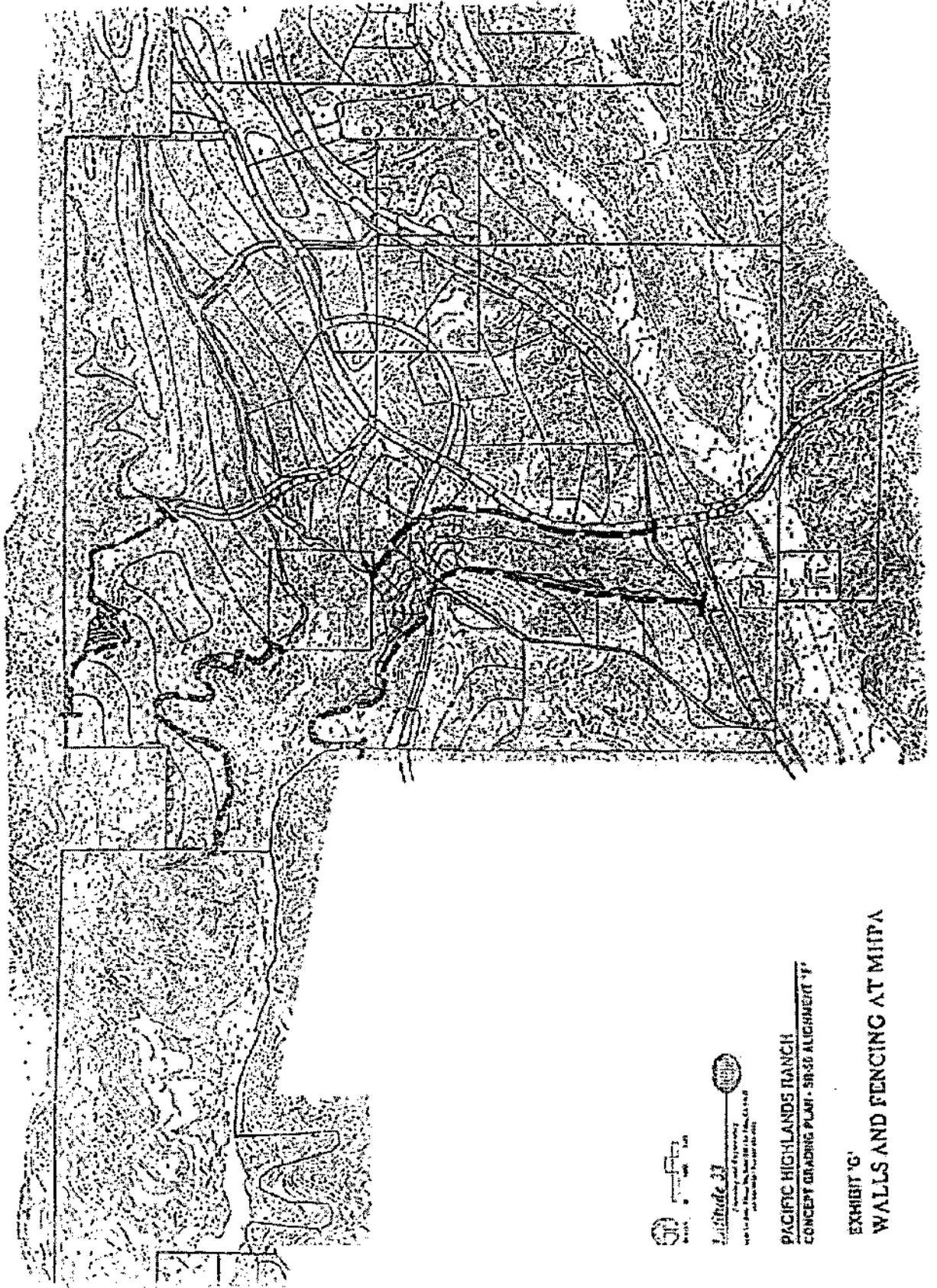
22.12 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

### 23. Indemnification of Escrow Holder.

23.1 If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold Escrow Holder free and harmless from any loss or expense, including attorneys' fees, that may be suffered by it by reason thereof except for losses or expenses as may arise from Escrow Holder's negligent or willful misconduct. If conflicting demands are made or notices served upon Escrow Holder with respect to this Agreement, the Parties expressly agree that Escrow Holder shall be entitled to file a suit in interpleader and obtain an order from the court requiring the Parties to interplead and litigate their several claims and rights among themselves. Upon the filing of the action in interpleader, Escrow Holder shall be fully released and discharged from any obligations imposed upon it by this Agreement; and

23.2 Escrow Holder shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity,

authority or rights of any person executing such instrument, nor for failure to comply with any of the provisions of any agreement, contract or other instrument filed with Escrow Holder or referred to herein. Escrow Holder's duties hereunder shall be limited to the safekeeping of all moneys, instruments or other documents received by it as Escrow Holder, and for their disposition in accordance with the terms of this Agreement.

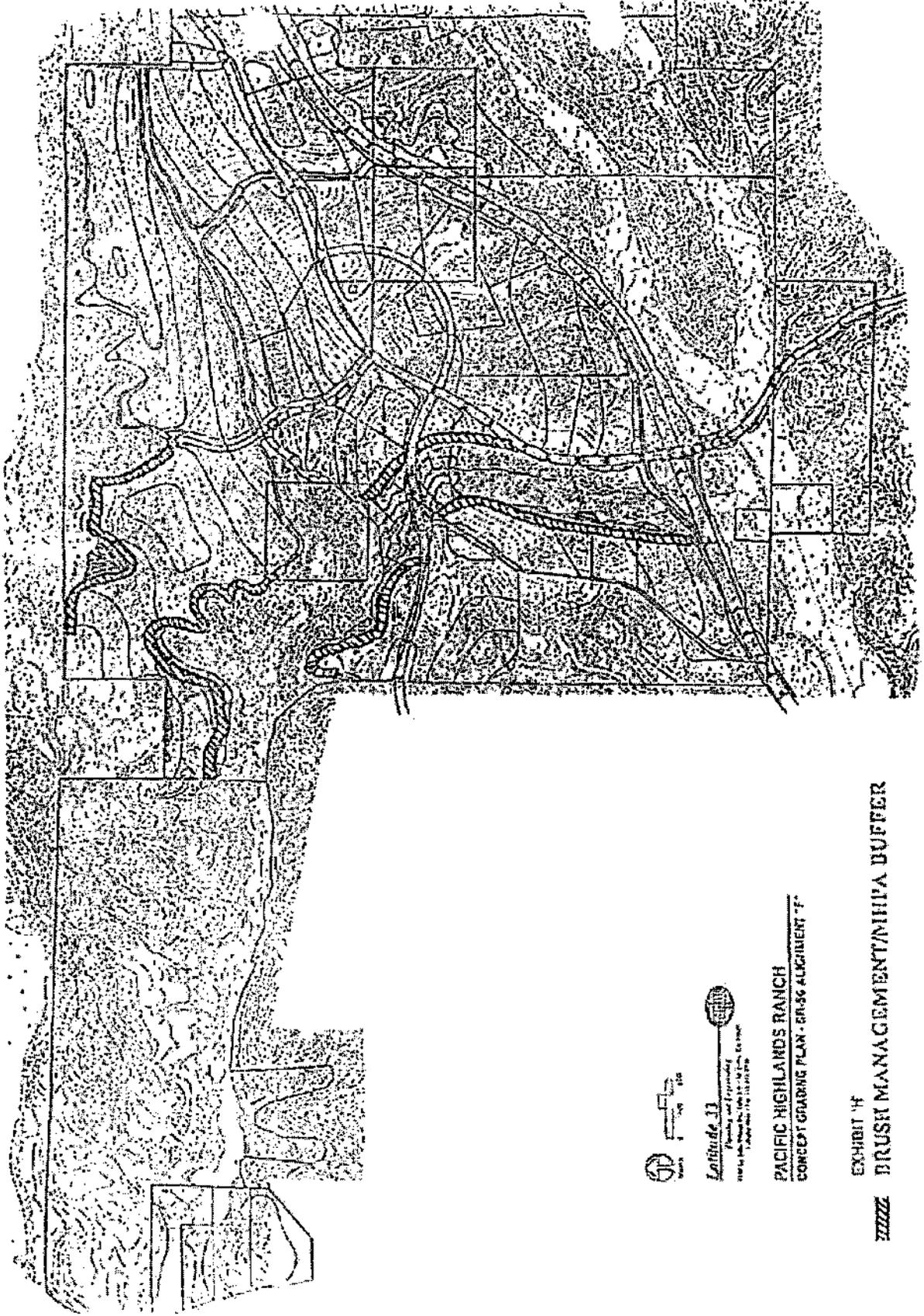


Latitude 33

Map for use in the Pacific Highlands Ranch, CA, 92506  
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**PACIFIC HIGHLANDS RANCH**  
**CONCEPT GRADING PLAN - SR-50 ALIGNMENT 'Y'**

**EXHIBIT 'G'**  
**WALLS AND FENCING AT MIDVA**



Latitude 33  
 Planning and Engineering  
 11000 1st Street, Suite 100, San Diego, CA 92121  
 Telephone: 619-594-9200

PACIFIC HIGHLANDS RANCH  
 CONCEPT GRADING PLAN - BRUSH ALIGNMENT - F

EXHIBIT 'F'  
 BRUSH MANAGEMENT/RIPRAP BUFFER

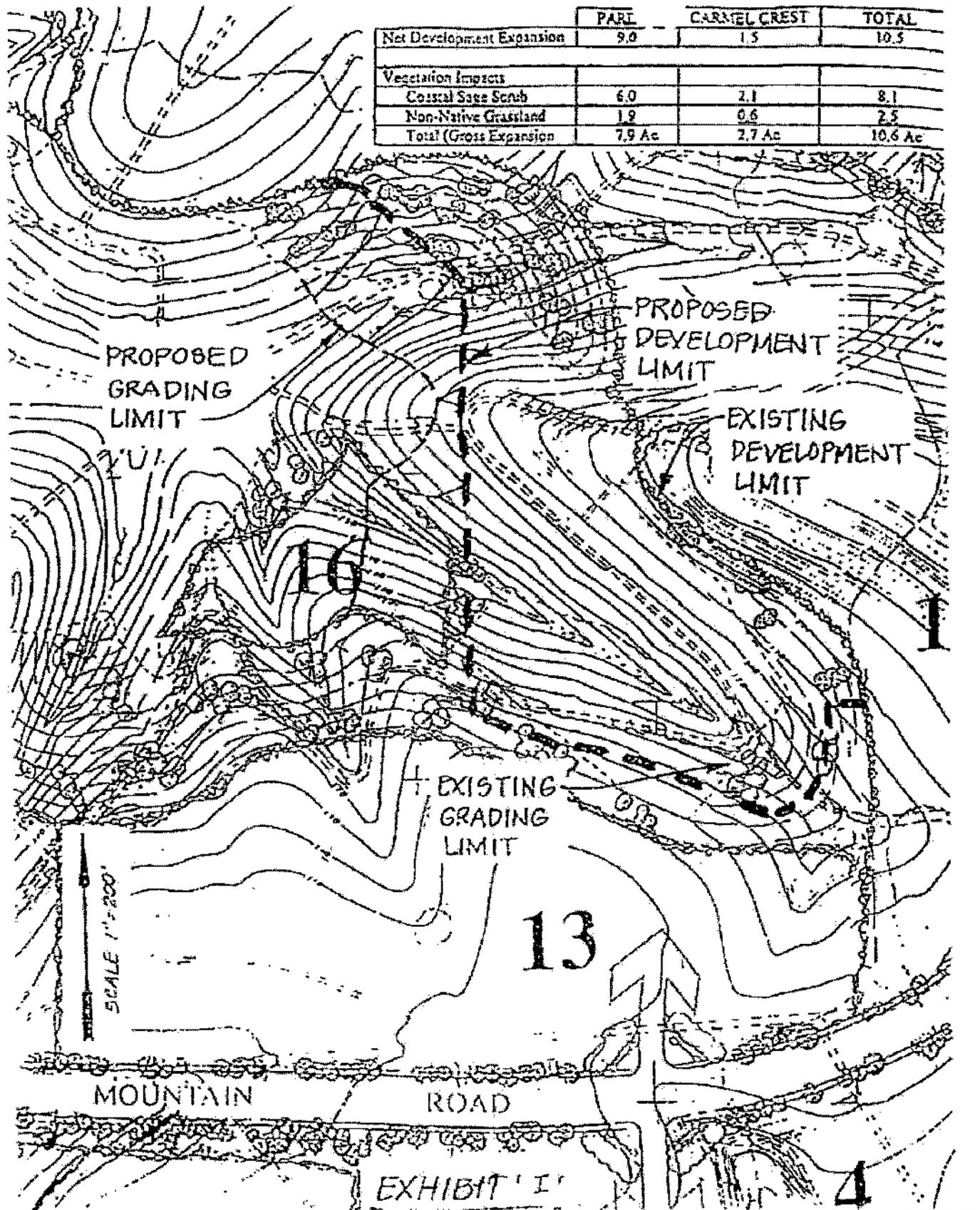


EXHIBIT "J"

City Clerk  
CITY OF SAN DIEGO  
City Administration Building  
202 "C" Street  
San Diego, CA 92101

This document exempt from fees per Government  
Code 6103. To the benefit of the City of San Diego

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ASSIGNMENT OF INTEREST UNDER DEVELOPMENT AGREEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Pardee Construction Company, a California corporation [Assignor], assigns, without warranty except as set forth herein to \_\_\_\_\_ [Assignee], all of Assignor's rights and benefits set forth in that certain Development Agreement between The City of San Diego and Assignor adopted by the City Council on by Ordinance No. O-\_\_\_\_\_ [the "Development Agreement"], as to only the land described in attached Exhibit "A" incorporated by this reference [the Property]. The Development Agreement was recorded \_\_\_\_\_ at File/Page No. \_\_\_\_\_ Official Records of San Diego County, California.

Assignor warrants to Assignee that, as of the date hereof, Assignor is not in breach of the Development Agreement. Effective upon the consent to this Assignment by the City Manager of the City of San Diego, Assignor shall be fully and unconditionally released and discharged from all further liabilities and obligations arising under the Development Agreement as to the Property.

EXHIBIT 'K'

APNs 304-113-05 AND 304-031-16 (DEL MAR HIGHLANDS ESTATES)

PARCEL 1

LOT 1 OF REVERSIONARY MAP OF SAN DIEGUITO ESTATES IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 10780 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON NOVEMBER 30, 1983, TOGETHER WITH A PORTION OF EL CAMINO REAL AS DEDICATED TO PUBLIC USE.

EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN NCW NEIGHBORHOOD 7, UNIT 12, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11734, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 24, 1987.

EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN NCW NEIGHBORHOOD 4A, UNIT 2, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12146, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AUGUST 10, 1988.

EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN PARCEL MAP NO. 15728, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JULY 6, 1989.

PARCEL 2

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, TOGETHER WITH THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN NCW NEIGHBORHOOD 7, UNIT 12, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11734, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 24, 1987.

EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN NCW NEIGHBORHOOD 4A, UNIT 2, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12146, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AUGUST 10, 1988.

EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN PARCEL MAP NO. 15728, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JULY 6, 1989

APN 308-010-03 (SHELL PROPERTY)

THE NORTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO WENDELIN GENTER DEED RECORDED IN BOOK 314, PAGE 316 OF DEEDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 21, RUNNING THEN SOUTH 810.00 FEET; THENCE WEST 645.00 FEET; THENCE NORTH 810.00 FEET; THENCE EAST 645.00 FEET TO THE POINT OF BEGINNING.

(O-99-23)

ORDINANCE NUMBER O- 18571 (NEW SERIES)

ADOPTED ON SEP 08 1998

**AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND PARDEE CONSTRUCTION COMPANY FOR THE PACIFIC HIGHLANDS RANCH DEVELOPMENT.**

WHEREAS, Pardee Construction Company, a California corporation [Owner], is the owner or equitable owner of that certain real property consisting of approximately 2,102 acres located within Subarea III in the North City Future Urbanizing Area; and

WHEREAS, The City of San Diego, a charter city, is authorized pursuant to Government Code Sections 65864 - 65869.5 to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property in order to establish certainty in the development process. The City further enters into this Development Agreement pursuant to its Charter and self-rule powers and San Diego Municipal Code Sections 111.0901 et seq.; and

WHEREAS, the parties desire to enter into this Development Agreement relating to the above-described real property in conformance with the provisions of the Government Code in order to achieve the development of private land uses together with the provision of public services, public uses, and urban infrastructure all in the promotion of the health, safety, and general welfare of the City of San Diego; and

WHEREAS, the property is located within the boundaries of Subarea III in the North City Future Urbanizing Area. This community plan was adopted by the Council on JUL 28 1998, by

Resolution No. R- 290521 In conjunction with the adoption of the community plan, the Council certified the information contained in the Environmental Impact Report and approved the findings of the environmental document in compliance with the California Environmental Quality Act of 1970; and

WHEREAS, development of the subject property will be in conformance with the North City Future Urbanizing Area Framework Plan. The environmental effects of development permitted pursuant to the agreement were addressed in Master Environmental Impact Report No. 96-7918, which has been certified by the City; and

WHEREAS, because of the complexities of financing the urban infrastructure, certainty in the development process is desirable. The phasing, timing and development of the public infrastructure including, but not limited to, parks, libraries, fire stations, transportation facilities, sewer and water facilities, other utilities, and open space maintenance necessitates a significant commitment of resources, planning and effort by property owners and the City in order for the public facilities financing to be successfully completed. Accordingly, in return for the participation and commitment to provide a pro rata share of public facilities and the significant contribution of private resources for public purposes, the City in return desires to make a commitment for certainty in the development process; and

WHEREAS, pursuant to the terms of the Development Agreement, Owner will provide substantial public improvements and benefits to the City including participation in the public facilities financing plan for Subarea III in the North City Future Urbanizing Area. In consideration of the public improvements and benefits to be provided by Owner pursuant to the Development Agreement, in consideration of Owner's agreement to finance public facilities, and in order to strengthen the public planning process and reduce the economic costs of development, by

the Development Agreement the City intends to give Owner assurance that Owner can proceed with the development of the subject property for the term of the Development Agreement pursuant to the Development Agreement; and

WHEREAS, on June 25, 1998, the Planning Commission of The City of San Diego, after giving notice pursuant to Government Code sections 65854, 65854.5, and 65856, and San Diego Municipal Code section 105.0103 held a public hearing on the application for the Development Agreement; and

WHEREAS, the Council of The City of San Diego, after providing public notice as required by law, held a public hearing on Owner's application, wherein all persons desiring to be heard were heard, and pursuant to said public hearing the Council recommended approval of the Development Agreement; and

WHEREAS, the Council finds that the Development Agreement is consistent with the Progress Guide and General Plan and the North City Future Urbanizing Area Framework Plan, as well as all other applicable policies and regulations of The City of San Diego; and

WHEREAS, the Council has reviewed and considered the Development Agreement and determined the content of the Development Agreement to be complete and correct; NOW,

THEREFORE,

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

Section 1. The Council finds and determines the facts stated above to be true.

Section 2. The Council further finds with respect to the Development Agreement that:

A. It is consistent with the objectives, policies, programs and uses specified in the Progress Guide and General Plan and the North City Future Urbanizing Area Framework Plan.

B. It will not be detrimental to the public health, safety and general welfare.

C. It will promote the orderly development of property or the preservation of property values in accordance with good land use practice.

Section 3. The Council hereby approves the Development Agreement, a copy of which is on file in the office of the City Clerk as Document No. OO- 18571, and authorizes and directs the City Manager to execute said Development Agreement in the name of The City of San Diego not later than 15 days following the effective date of this ordinance. Failure of Owner to execute the Development Agreement within 30 days, shall render this action null and void. The City Clerk is directed to record said Development Agreement and this ordinance with the County Recorder of San Diego County within ten days after its execution.

Section 4. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: CASEY GWINN, City Attorney

By Prescilla Dugard  
Prescilla Dugard  
Deputy City Attorney

PD:lc  
07/17/98  
Or.Dept:Comm.&Eco.Dev.  
O-99-23  
Form=devagro.frm

passed and adopted by the Council of The City of San Diego on  
September 8, 1998 by the following vote:

YEAS: MATHIS, WEAR, KEHOE, STEVENS, WARDEN, STALLINGS, McCARTY,  
VARGAS, AND MAYOR GOLDING

NAYS: NONE

NOT PRESENT: NONE

AUTHENTICATED BY:

SUSAN GOLDING  
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR  
City Clerk of The City of San Diego, California

(Seal)

By: Myrna Skelley, Deputy

HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O- 18571 (New Series) of The City of San Diego, California.

FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on July 28, 1998 and on September 8, 1998.

FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR  
City Clerk of The City of San Diego, California

(Seal)

Myrna Skelley, Deputy

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## Transportation and Facility Phasing Plan

PACIFIC HIGHLANDS RANCH

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## **Introduction to the Pacific Highlands Ranch Transportation and Public Facility Phasing Plan**

Proposition C (Ordinance Number O-19979) was approved by the voters on November 2, 2010. Proposition C removed a development timing restriction, subject to approval of a revised, clearer, integrated and stronger Transportation and Public Facility Financing Plan. Proposition C mandates that the issuance of building permits for new development shall be contingent on meeting facilities thresholds set in the General Plan.<sup>1</sup> The adopted Pacific Highlands Ranch Sub-area Plan (community plan) identifies threshold ranges for certain facilities and is a part of the Land Use Element of the General Plan. Additional improvements and mitigation measures are identified in the Master EIR and Development Agreement and shall be provided per those documents.<sup>2</sup> Section 4.5 of the Development Agreement limits mitigation to that identified in the Master EIR, unless further required environmental review identifies additional mitigation measures. Facility thresholds may apply differently to residential and non-residential development, as the requirements differ between these land uses. If thresholds are not met, building permits subject to those thresholds cannot be issued. The purpose is to assure that the new development and the public facilities funded by this plan are provided concurrently per required thresholds.

Public facilities and transportation facilities solely funded by and located within Pacific Highlands Ranch must be fully developed, opened and operational at required thresholds. Facilities located outside of Pacific Highlands Ranch may be deemed assured per applicable criteria. For facilities that are triggered near or at the end of the community's build-out, sufficient building permits should be contingent on facilities being completed to assure the protection required by Proposition C of linking development and building permit issuance. The cash flow for this plan must be adequate to provide all the facilities at all of the required thresholds.

Several public facilities located within Pacific Highlands Ranch receive funding from communities other than Pacific Highlands Ranch (community park, library, recreation center). FBA fees collected in Pacific Highlands Ranch cannot fund the building of these facilities solely and fully. These shared facilities may be completed in micro-phases (acquiring the site, designing the facility and building sequential portions of facility) with funding from Pacific Highlands Ranch and as funding becomes available from other communities that require and benefit from the facilities. Micro-phasing considers available cash flow, consistency with intent of Proposition C and a spatial and temporal relationship to adjacent development phasing. For public facilities (community pool) and transportation facilities located outside of Pacific Highlands Ranch that have mixed funding sources, or are subject to approval by a lead agency other than the City (Caltrans projects), the obligation for issuing building permits is to assure the funding by the thresholds only, or as required by the Master EIR and Development Agreement.

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<sup>1</sup> This is only a brief summary of Proposition C. Refer to the complete text of Ordinance Number O-19979 in Appendix C.

<sup>2</sup> The Master EIR Mitigation, Monitoring and Reporting Program; Transportation Phasing Plan, inclusive of the determination regarding the SR-56 widening project dated September 20, 2011; and Development Agreement are included as Appendices D, B and A, respectively.

*Pacific Highlands Ranch Public Facilities Financing Plan FY 2013*

The Pacific Highlands Ranch Community Park is a priority for the communities of Pacific Highlands Ranch, Del Mar Mesa and Carmel Valley. While no funding is provided by Carmel Valley, athletic facilities in that community are heavily used, including by residents of Pacific Highlands Ranch, pending completion of its future community park. Additionally, the community park is a vital amenity for the mixed-use village center in Pacific Highlands Ranch, which will be the focal point of the community. The community's desire is for the community park to be advanced and also serve as the interim second neighborhood park, with McGonigle Canyon Neighborhood Park to be the third and final park completed in Pacific Highlands Ranch. Should the City subsequently choose not to allow the community park to be advanced, McGonigle Canyon Neighborhood Park may be provided as the second park at the same permit thresholds following an administrative amendment to this plan, subject to review and approval of the Director of Development Services, with written findings explaining the change in the community's park prioritization.

The cash flow in the Public Facilities Financing Plan programs facilities at certain fiscal years based on a forecast for development absorption. All of the facilities included in the cash flow are required as part of implementing the Pacific Highlands Ranch Sub-area Plan. Cash flow programming may differ from General Plan thresholds. This Plan represents the best available forecast of development absorption available at the time of its preparation. It also represents the priorities of the community for phasing its facilities, consistent with the adopted Pacific Highlands Ranch Sub-area Plan, other required facilities mitigation and Proposition C. This Plan is expected to require calibrations over the approximately 20-year remaining build-out of the community. It should be reviewed annually.

***Provided by the Proposition C Implementation Working Group Subcommittee:***

*Beth Fischer*

*Manjeet Ranu, Lead Author*

*Marc Perlman (non-voting member)*

*Frisco White*

## Transportation and Facility Phasing Plan <sup>2,4,11</sup>

**PHASE ONE: Startup Phase for Subarea III / Del Mar Heights Road**

The following improvements are to be assured to the satisfaction of the City Engineer before development is authorized in this phase.<sup>1</sup> Approved Project or Subarea III Development: 650 equivalent DU.<sup>3,8</sup>

Proposed Access Improvements:

PROJECT NO.	FACILITY	LOCATION	DESCRIPTION OF REQUIRED IMPROVEMENT	STATUS <sup>13</sup>
T-3	Del Mar Heights Road	Westerly of Subarea boundary to intersection with Carmel Valley Road.	Extend as 2 lanes of a 4 lane major to development areas. Provide ½ of the ultimate street improvement.	Assured. <sup>1a</sup>
T-1.1	State Route 56	Within Subarea III.	Right-of-Way in Subarea III is assured <sup>5</sup> , excluding right-of-way for the third interchange (project has been deleted).	Assured. <sup>1a</sup>

## Transportation and Facility Phasing Plan <sup>2,4,11</sup>

<p><b>PHASE TWO: Dual Freeway Completion/State Route 56 Freeway</b>                  The following improvements are to be assured to the satisfaction of the City Engineer before development is authorized in this phase.<sup>1</sup>                  Approved Project or Subarea III Development: 1,250 DU + Private High School + Neighborhood Commercial (50,000 SF).<sup>8</sup> Cumulative Totals: 1,900 DU + Private School + 50,000SF Neighborhood Commercial</p>				
Proposed Access Improvements:				
PROJECT NO.	FACILITY	LOCATION	DESCRIPTION OF REQUIRED IMPROVEMENT	STATUS <sup>13</sup>
T-1.1	State Route 56	Between I-5 and I-15.	Connected through as a 4-lane freeway.	Assured. <sup>1a</sup>
T-3	Del Mar Heights Road	Westerly of Subarea boundary to intersection with Carmel Valley Road.	Widen to 4 lanes.	Assured. <sup>1a</sup>
T-4.2	Carmel Valley Road	Within Pacific Highlands Ranch.	Improve to 4 lanes, where appropriate, to provide access to development.	Assured to approximately Lopenia Meadows Place. <sup>1a</sup>
T-1.6	State Route 56	At I-15	East to north loop ramp; east to south right turn lane; and add southbound on ramp lane.	Assured. <sup>1a</sup>
T-2	Del Mar Heights Road	At I-5	West to northbound I-5 right turn lane.	Assured. <sup>1a</sup>
T-11.2	Black Mountain Road	At Park Village Drive	Intersection improvements (dual northbound to westbound left turn lanes or southbound right turn lane).	Assured. <sup>1a</sup>
<p><b>Threshold Condition Regarding Status of Fire Station 47:</b>                  This phase may be satisfied in the following increments: (i) First 550 DUs – Prior to Council Approval of a Reimbursement Agreement; (ii) next 75 DUs – After Council Approval of a Reimbursement Agreement; (iii) next 175 DUs – After Start of Construction; (iv) next 150 DUs – After 50% Construction Complete; (v) next 300 DUs – After 100% Construction Complete.</p>				Assured. <sup>1a</sup>

## Transportation and Facility Phasing Plan <sup>2,4,11</sup>

<p><b>PHASE THREE: Neighborhood Park (Gonzales Canyon)</b>                  The following improvements are to be assured to the satisfaction of the City Engineer for transportation facilities and to the satisfaction of the Director of Development Services for all other public facilities before development is authorized in this phase.<sup>1</sup> Approved Project or Subarea III Development: 1,500 DU + Neighborhood Commercial (100,000 sf).<sup>8</sup> Cumulative Totals: 3,400 DU + Private High School + 150,000sf Neighborhood Commercial</p>				
<p>Proposed Access &amp; Facility Improvements:</p>				
PROJECT NO.	FACILITY	LOCATION	DESCRIPTION OF REQUIRED IMPROVEMENT	STATUS <sup>13</sup>
T-4.2	Carmel Valley Road <sup>7</sup>	From SR-56 to Del Mar Heights Road.	Widen to six lanes.	Remaining/Not Assured.
T-13	Via de la Valle	Between San Andres and El Camino Real east.	Improve to four lanes.	Assured. <sup>1c</sup>
T-12	El Camino Real	Between Half Mile Drive and Via de la Valle.	Improve to major four-lane street.	Remaining/Not Assured.
T-4.2	Carmel Valley Road	Between Del Mar Heights Road and Black Mountain Road.	Improve to four lanes.	Remaining/Not Assured.
	Camino Del Sur <sup>12</sup>	From Carmel valley Road to Carmel Mountain Road.	Widen to four lanes (Camino Del Sur/SR-56 diamond interchange).	Assured. <sup>1a, 12</sup>
T-1.2	State Route 56	From I-5 to one mile east of the Carmel Valley Road interchange.	Widen to six lanes.	Assured. <sup>1f</sup>
<p><b>Threshold Condition Regarding Status of Gonzales Canyon Neighborhood Park (P-1):</b>                  This park must be completed and opened.<sup>6</sup> This threshold condition does not apply to non-residential land uses.</p>				Remaining/Not Assured.
<p><b>Threshold Condition Regarding Status of Hiking and Biking Trails:</b>                  Construct or bond trails adjacent to or within development units proceeding within Phase Three, per map conditions of approval.</p>				Remaining/Not Assured.

## Transportation and Facility Phasing Plan <sup>2,4,11</sup>

**PHASE FOUR “A”: Build out of Subarea III (Pacific Highlands Ranch).<sup>16</sup>**

The following transportation improvements are to be assured to the satisfaction of the City Engineer before development is authorized in this phase.<sup>1</sup>

Approved Project or Subarea III Development: 1,600 DU + Neighborhood Commercial (150,000 SF) + Commercial Office.<sup>8</sup> Cumulative Totals: 5,000 DU + Private High School + 300,000sf Neighborhood Commercial + Commercial Office.

Proposed Access Improvements:

PROJECT NO.	FACILITY	LOCATION	DESCRIPTION OF REQUIRED IMPROVEMENT	STATUS <sup>13</sup>
	Camino Del Sur <sup>12</sup>	From Carmel Valley Road to Carmel Mountain Road	Widen to six lanes.	Remaining/Not Assured.
	Black Mountain Road	State Route 56 to Mercy Road.	Widen to six lanes.	Remaining/Not Assured.
	I-15	From State Route 56 to Mercy Road.	HOV lane extension.	Assured. <sup>1a</sup>
	I-5	From Del Mar Heights to Birmingham.	Add HOV lanes.	Remaining/Not Assured.
T-1.2	State Route 56	From I-5 to I-15.	Widen to six lanes.	Assured. <sup>1f</sup>

## Transportation and Facility Phasing Plan <sup>2,4,11</sup>

<p><b>PHASE FOUR “B”: Build out of Subarea III (Pacific Highlands Ranch).<sup>16</sup></b>                  The following public facility improvements are to be assured to the satisfaction of the Director of Development Services before development is authorized as described in the sub-phases. <sup>9,10,14,15</sup> Approved Project or Subarea III Development: 1,600 DU + Neighborhood Commercial (150,000 SF) + Commercial Office.<sup>8</sup> Cumulative Totals: 5,000 DU + Private High School + 300,000sf Neighborhood Commercial + Commercial Office.</p>				
Proposed Facility Improvements:				
PROJECT NO.	FACILITY	LOCATION	DESCRIPTION OF REQUIRED IMPROVEMENT	STATUS <sup>13</sup>
P-3.1	Community Park	Pacific Highlands Ranch Community Park site	Acquisition, design, develop, and open community park.	Remaining/Not Assured.
<b>Community Park Sub-Phasing:</b> By 3,800 DU Open the park. <sup>14</sup>				Remaining/Not Assured.
P-3.3	Swimming Pool	Black Mountain Ranch Community Park	Design, construct, and open swimming pool complex with 25m x 25yd pool.	Assured. <sup>9</sup>
L-1	Library & Village Green	Village Center in civic use area	Design, construct, and open 18,000sf library.	Remaining/Not Assured.
<b>Library Sub-Phasing:</b> By 4,900 DU: Build and open the library.				Remaining/Not Assured.
P-2	Neighborhood Park #2 <sup>10</sup>	McGonigle Canyon	Acquisition, design, develop , and open neighborhood park.	Remaining/Not Assured.
<b>Neighborhood Park #2 Sub-Phasing:</b> By 4,900 DU: Open the completed park.				Remaining/Not Assured.
P-3.2	Recreation Building	Pacific Highlands Ranch Community Park site	Design, construct, and open 17,000sf recreation building.	Remaining/Not Assured.
<b>Recreation Building Sub-Phasing:</b> By 3,800 DU: Build and open the recreation building. <sup>14,15</sup>				Remaining/Not Assured.
<p><b>Threshold Condition Regarding Status of Hiking and Biking Trails:</b>                  Construct or bond trails adjacent to or within development units proceeding within Phase Four “B”, per map conditions of approval and all other remaining trails not otherwise required in prior phases prior to issuing permits for more than 4,900 DU.</p>				Remaining/Not Assured.

## *Pacific Highlands Ranch Public Facilities Financing Plan FY 2013*

### Footnotes to Transportation and Facility Phasing Plan:

- <sup>1</sup> Before development is authorized in each phase, the transportation improvements listed in the right column must meet one of the following conditions to the satisfaction of the City Engineer:
  - a) Improvement must be completed and open to traffic.
  - b) Improvement must be under contract.
  - c) Improvement must be bonded.
  - d) Improvement must be scheduled for construction in the City CIP for the year in which building permits are requested.
  - e) Improvements must be programmed for construction in the STIP for the year in which building permits are requested.
  - f) Fair share payment for improvement is made per mitigation required in accordance with the Master Environmental Impact Report for Pacific Highlands Ranch.
- <sup>2</sup> It should be noted that this plan is intended to serve as a guideline for the sequential development of street and facility improvements. Because the geographic order of development is not certain, it will be necessary to regularly review and revise this phasing plan in order to reflect the current land development proposals and actual trip generation rates and trip distribution. Any technical studies associated with updating /revising the transportation component of the phasing plan cannot be funded by the FBA.
- <sup>3</sup> The 650 equivalent dwelling units include a maximum of 50 EDUs for the administrative facilities of the private high school.
- <sup>4</sup> The Transportation and Facility Phasing Plan assumes that State Route 56 will be implemented as shown in this Public Facilities Financing Plan.
- <sup>5</sup> Right-of-way is assured to the satisfaction of the City Engineer by either of the following:
  - a) Acquisition
  - b) Successfully entering into a purchase agreement, or by
  - c) Initiating the condemnation process.
- <sup>6</sup> This Neighborhood Park (P-1) requirement is to be satisfied by being completed and open to the public before residential permits beyond 1,900 (Phase Two) DUs may be issued.
- <sup>7</sup> The Transportation Phasing Plan contained in the Traffic Study Report, cited in the footnote 4 above, inadvertently refers to Carmel Valley Road between SR-56 and the intersection of Del Mar Heights Road as Camino Santa Fe. It has subsequently been determined that the northerly limits of Camino Santa Fe will terminate at SR-56. Also, Camino Santa Fe has been re-designated as Little McGonigle Ranch Road south of SR-56.
- <sup>8</sup> The amount of development approved for each phase of the Transportation and Facility Phasing Plan is not cumulative. To determine the cumulative total, one must add the amounts shown in each phase of the plan. Cumulative totals are referenced separately.
- <sup>9</sup> The swimming pool is deemed assured by the fair share contribution from Pacific Highlands Ranch and is programmed in the PFFP cash flow.
- <sup>10</sup> This Neighborhood Park (P-2) requirement is to be satisfied at 4,900 cumulative DUs in Phase Four "B". Permits beyond 4,900 DUs shall not be issued until the facility is constructed and open. Refer also to the introductory narrative regarding this park and the community park.
- <sup>11</sup> The non-transportation component of the phasing plan was developed by the Proposition C Implementation Working Group in conjunction with City staff in order to implement the Proposition C Ballot Measure, passed in November 2010 (O-19979). The plan is intended to serve to implement Proposition C to provide for the orderly development and timely availability of community-serving infrastructure. Since the pace and order of land development and resultant housing units is not certain, it will be necessary to regularly review and revise the non-transportation component of the phasing plan in order to reflect population growth as it occurs over time.
- <sup>12</sup> At the start of Phase Three and Four for residential units which are served by existing streets, improvements to Camino Del Sur (south of SR-56) will not be required to be assured, in order to obtain building permits.
- <sup>13</sup> Threshold status is up to date as of January 2012.

- <sup>14</sup> If the community park is built as the last of three parks instead of the second (refer to the introductory narrative of the plan on page B-3), then the recreation building permit threshold will be correspondingly shifted to be concurrent with the community park.
- <sup>15</sup> If the community park is built as the second of three parks by 3,800 cumulative residential permits, but the City chooses not to allow the recreation building to be built and completed concurrently with the community park, then the recreation building shall be completed before 4,900 cumulative residential permits are issued. This change may be processed as an administrative amendment, subject to the review and approval of the Director of Development Services, with written findings explaining the change in the recreation building's prioritization.
- <sup>16</sup> Phase Four "A" applies to transportation projects and runs concurrent with Four "B", which includes the public facilities.

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**Proposition C – Ordinance Number O-19979**

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## Mitigation Monitoring and Reporting Program

PACIFIC HIGHLANDS RANCH

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## Mitigation Monitoring and Reporting Program Pacific Highlands Ranch Subarea Plan LDR No. 96-7918

The California Environmental Quality Act (CEQA), Section 21081.6, requires that a mitigation monitoring and reporting program be adopted upon certification of an environmental impact report (EIR) in order to ensure that the mitigation measures are implemented. The mitigation monitoring and reporting program specifies what the mitigation is, the entity responsible for monitoring the program, and when in the process it should be accomplished.

The mitigation monitoring and reporting program for Pacific Highlands Ranch Subarea III is under the jurisdiction of the City of San Diego and other agencies as specified below. The following is a description of the mitigation monitoring and reporting program to be completed for the project. Tables and figures from the MEIR for the project are referenced in the following text.

### 1) Land Use

a) **Impact: Subarea Plans 1 and 2.** Both proposed plans are generally consistent with the intent of the General Plan, environmental goals of the adopted NCFUA Framework Plan, Council Policy 600-40, and the North City LCP. The lack of compliance with the preservation of agricultural lands described in the Framework Plan, and the impacts to the circulation system represents a significant direct and cumulative land use impact.

a) **Mitigation: Subarea Plans 1 and 2.** The No Project alternative would avoid impacts to the General Plan agricultural lands preservation goal, and the NCFUA circulation system principles.

b) **Impact: Subarea Plans 1 and 2.** Both subarea plans have been prepared consistent with the requirements of City Council Policy 600-40. However, both plans would not be consistent with the encroachment provision of RPO as they apply to steep slopes, wetlands, and significant prehistoric sites. As such, this would represent a significant direct and cumulative land use impact.

b) **Mitigation: Subarea Plans 1 and 2.** Although both subarea plans have been designed to minimize impacts to RPO-sensitive resources, strict compliance with the development regulations of the ordinance would require a project redesign. The plans' inconsistency with the RPO encroachment provisions can be avoided with

implementation of the No Project alternative and mitigated to below a level of significance by adoption of a RPO alternative. These alternatives are discussed in Chapter 8 of this EIR.

### **Land Use Compatibility within Pacific Highlands Ranch**

c) **Impact: *Subarea Plans 1 and 2.*** The identified potential internal land use compatibility impacts described above in conjunction with the SR-56 alignment are considered potentially significant. As noted above, the significance of this impact is also described in the Revised Draft EIR for the Middle Segment of SR-56. Also, the proposed extension of Carmel Valley Road could result in significant land use incompatibilities with the proposed Pacific Highlands Ranch residential developments along these roadways.

c) **Mitigation: *Subarea Plans 1 and 2.*** Mitigation for the potential internal land use compatibility impacts associated with proposed land uses and the SR-56 freeway would consist of the requirement for landscaping and noise attenuation measures at the time tentative maps are processed.

## **2) Transportation/Traffic Circulation**

a) **Impact:** The following impacts are considered both direct and cumulatively significant:

- Development of 41 Phase I units east of the existing Del Mar Heights Estates.
- Project contribution of more than 2 percent traffic to Black Mountain Road/Park Village intersection.
- Additional traffic contribution to Black Mountain Road from SR-56 to Mercy Road (currently failing).
- Project contribution of more than 2 percent traffic to El Camino Real between Via de la Valle and Half Mile Drive (LOS F).
- Project contribution of 7.5 percent traffic to Camino Ruiz North or SR-56 at buildout without the third intersection (LOS E).
- Project contributions to freeway areas where wait already exceeds 15 minutes.
- Project contribution of more than 2 percent traffic to El Apajo from Via Santa Fe to San Dieguito Road.

a) **Mitigation:** Table 4B-14 includes all of the area's transportation improvements necessary to reduce project impacts to the extent feasible; however, not all impacts are reduced to below a significant level. Table 4B-14 includes the location of the

improvement, the type of the improvement, the party responsible for the improvement, and the level of significance after mitigation.

### 3) Biological Resources

#### a) Impact:

**Subarea Plan 1.** The direct, indirect, and cumulative impacts to sensitive biological resources described above are considered significant. The significant impacts include loss of MSCP Tier I (13.2 acres of southern maritime chaparral and 0.6 acre of native grasslands) and Tier II (10.4 acres of coastal sage scrub and 0.1 acre of coyote bush scrub) habitats, direct and cumulative loss of riparian scrub wetland habitats (approximately 0.4 acre), and impacts to the above-identified sensitive plant and animal species.

**Subarea Plan 2.** The direct, indirect, cumulative impacts to sensitive biological resources described above are considered significant. The significant impacts include loss of MSCP Tier I (12.9 acres of southern maritime chaparral and 0.6 acre of native grasslands) and Tier II (10.0 acres of coastal sage scrub) habitats, direct and cumulative loss of riparian scrub wetland habitats (approximately 0.7 acre), and impacts to the above-identified sensitive plant and animal species.

**Both Plans.** Although both plans would meet the MSCP requirement, cumulative wetland impacts would remain significant.

**Carmel Valley Neighborhood 10 Precise Plan.** The impacts to coastal sage scrub and non-grasslands would be a significant impact.

a) **Mitigation:** The significant direct and indirect impacts to upland biological resources would be mitigated to below a level of significance through conformance and implementation of the MSCP. The Pacific Highlands Ranch MSCP impacts and mitigation requirements are shown in Tables 4C-5 and 4C-6. Table 4C-5 shows the mitigation requirements for Plan 1 and Table 4C-6 shows the mitigation requirements for Plan 2. These tables separate the mitigation requirements for the Pardee ownership and the non-Pardee ownerships. The identified mitigation ratios are per the adopted MSCP based on the vegetation type (Tier Designation) being impacted. As these tables indicate, there is adequate acreage on-site to mitigate for Pardee's direct impacts within Pacific Highlands Ranch. There is also adequate acreage within Subarea II to mitigate for the 8.1 acres of impacts into Tier II and Tier III habitats previously designated as open space within Carmel Valley Neighborhood 10 Precise Plan. Other mitigation requirements identified to deal with direct and indirect impacts would be implemented at the time future tentative maps are processed and would include the following:

1. Staking and monitoring of grading activities shall be supervised by a qualified biologist to ensure no unanticipated impacts to sensitive habitats or species occur within the areas shown for permanent open space. This requirement should be noted on the grading plans prior to the issuance of a grading permit.
2. Brush management for Zone 2 shall be implemented as required by the City and shall be the responsibility of the adjacent landowner.
3. Lighting at perimeter lots adjacent to the open space shall be selectively placed, shielded, and directed away from that habitat.
4. Any fencing along property boundaries facing the open space corridors shall be designed and constructed of materials that are compatible with the open space corridors. Fencing shall be installed by the developer prior to the occupancy of the units in order to ensure uniformity. Locations where fencing are required are described in the Subarea Plan.
5. Restrictions for noise impacts on grading of lands adjacent to the MHPA consistent with the MSCP Subarea Plan should be implemented during the gnatcatcher breeding season. Grading inside the MHPA preserve or within 100 feet of the MHPA is prohibited during gnatcatcher breeding season. Grading can occur on land that was previously cleared.

Wetland impacts under both Plan 1 and Plan 2 would be mitigated through the creation/restoration within the Pacific Highland Ranch project site. Portions of the drainage bottoms with Deer Canyon and McGonigle Canyon have been disturbed by agricultural operations and can be utilized to accomplish wetland mitigation requirements on-site. Wetland restoration, at a ratio consistent with the MSCP, is a component in the conceptual revegetation plan prepared in conjunction with the mitigation land bank (see discussion below).

Other mitigation measures provided as extraordinary benefit to the City, negotiated as part of a contemplated development agreement for Subarea III would be the dedication of lands within Subarea V and the Carmel Valley community planning area. At Carmel Valley Neighborhood 8A (Parcels A and B), approximately 75 acres of Tier I habitat would be added to the MHPA. The addition of these lands to the MHPA would greatly increase the size of the habitat block planned for this particular geographic area, improving the overall preserve design and configuration, and providing greater assurances that scarce vegetation types (i.e., southern maritime chaparral) would be maintained over the long term. Additionally, future development potential at the Deer Canyon parcel within Subarea V would be avoided. Finally, Pardee has agreed to other provisions which would further enhance the MHPA function. These measures consist of the following:

1. No brush management activities would be performed within the preserve along the edges of several of the proposed encroachment areas as described in the Subarea Plan. Zone 2 brush management would be allowed in other areas of the MHPA.
2. All manufactured slopes along the edge of the MHPA would be included within the MHPA and would be revegetated in accordance with a Master Revegetation Plan.
3. Impacts to wetlands would be minimized, and mitigation would be per City Ordinance and the U.S. Army Corps of Engineers 404 Permit requirements.
4. Approximately 130 acres of disturbed land within the MHPA for Pacific Highlands Ranch would be restored per a Master Revegetation Plan with appropriate upland and wetland habitats and a mitigation bank established. Much of this revegetation area consists of a manufactured wildlife corridor that would connect and provide for wildlife movement between Gonzales Canyon and McGonigle Canyon.
5. Conveyance of acreage within Carmel Valley Neighborhood 8A and Subarea V (Deer Canyon).

Prior to the issuance of grading permits in conjunction with future tentative map approvals, Development Services shall review the grading and landscape plans for consistency with the mitigation measures for impacts to biological resources (grading and brush management). The above measures would be conditions of future development permits and landscape plans. After completion of grading and prior to the issuance of building permits, a site inspection by City staff would be required to ensure compliance with the brush management mitigation program.

### **Mitigation Land Banks**

In order to effectuate the boundary adjustments to the MHPA, a mitigation bank would be established over approximately 130 acres of land within the Pardee ownership in Pacific Highlands Ranch. The bank will consist of disturbed land that will be revegetated in accordance with the master revegetation plan. Restored habitats will consist of appropriate wetland and upland habitats. It is anticipated that much of the upland habitat would consist of Tier II and Tier III habitats. The City will direct project applicants needing mitigation in the North City area to purchase credits in this bank, and will accept land from this bank into the MHPA upon purchase of credits by a third party. The bank will be processed and approved expeditiously by the City in a manner that will enable establishment costs to be kept to a minimum.

For areas to be restored, a conceptual revegetation summary which outlines the general criteria and maintenance requirements to be included in a more detailed master revegetation plan for Pacific Highlands Ranch is included as Appendix C2 to this EIR.

Restored lands included in the mitigation bank would be maintained as required in the master revegetation plan until credits are sold and the land conveyed to the City for MHPA purposes. Upon conveyance, the City would assume responsibility for management and maintenance.

A mitigation bank covering approximately 24 acres within Parcel A of Carmel Valley Neighborhood 8A would also be established as a component of the MHPA boundary adjustment process.

#### **4) Hydrology**

**a) Impact: *Subarea Plans 1 and 2.*** Construction activities in Pacific Highlands Ranch could result in significant erosion, siltation, and water quality impacts. The increase in runoff volume and velocity due to the introduction of streets, roads, and other hardscape surfaces could result in significant adverse erosion, water quality, and flooding impacts to existing natural drainage courses and the Carmel Valley storm drain system. However, these impacts are mitigable to below a level of significance by incorporating the City's BMPs and the standard engineering practices listed below.

**a) Mitigation: *Subarea Plans 1 and 2.*** Incorporation of the following mitigation measures into project design would mitigate potential hydrology/water quality impacts to a level of less than significant. The exact locations and design of these measures will be determined in conjunction with future specific development proposals. As a condition of future tentative map approvals, the following mitigation measures shall be specified on the grading plan:

##### **Short-term Construction Practices**

1. As a condition of future VTMs and to be shown as a note on the grading permit, grading and other surface-disturbing activities either shall be planned to avoid the rainy season (i.e., November through March) to reduce potential erosion impacts or shall employ construction phase erosion control measures, including the short-term use of sandbags, matting, mulch, berms, hay bales, or similar devices along all graded areas to minimize sediment transport. The exact design, location, and schedule of use for such devices shall be conducted pursuant to direction and approval by the City Engineer.
2. Prior to the issuance of a grading permit, the grading plan shall locate temporary desilting basins at all discharge points adjacent to drainage courses or where substantial drainage alteration is proposed. The exact design and location of such facilities shall be conducted pursuant to direction by the City Engineer.

3. As condition of future VTMs, the developer shall within 90 days of completion of grading activities, hydroseed landscape graded and common areas with appropriate ground cover vegetation consistent with the biology section mitigation requirements (e.g., use of native or noninvasive plants). These revegetated areas shall be inspected monthly by a qualified biologist until vegetation has been firmly established as determined by the City's grading inspector.
4. Compacted areas shall be scarified, where appropriate, to induce surface water infiltration and revegetation as directed by the project geologist, engineer, and/or biologist.
5. General Construction Activity Storm Water Permits (NPDES No. CAS000002) shall be obtained from the SWRCB prior to project implementation. Such permits are required for specific (or a series of related) construction activities which exceed five acres in size and include provisions to eliminate or reduce off-site discharges through implementation of a SWPPP. Specific SWPPP provisions include requirements for erosion and sediment control, as well as monitoring requirements both during and after construction. Pollution control measures also require the use of best available technology, best conventional pollutant control technology, and/or best management practices to prevent or reduce pollutant discharge (pursuant to SWRCB definitions and direction).
6. A Dewatering Waste Discharge Permit (NPDES No. CA0108804) shall be obtained for the removal and disposal of groundwater (if necessary) encountered during construction. Such permits are intended to ensure compliance with applicable water quality, and beneficial use objectives, and typically entail the use of BMPs to meet these requirements. Discharge under this permit will require compliance with a number of physical, chemical, and thermal parameters (as applicable), along with pertinent site-specific conditions (pursuant to RWQCB direction).
7. Specified vehicle fueling and maintenance procedures and hazardous materials storage areas shall be designated to preclude the discharge of hazardous materials used during construction (e.g., fuels, lubricants and solvents). Such designations shall include specific measures to preclude spills or contain hazardous materials, including proper handling and disposal techniques and use of temporary impervious liners to prevent soil and water contamination.

### **Project Design**

As conditions of future VTMs and to be included as notes and exhibits on the grading plan, the following mitigation measures would be required:

8. Postconstruction erosion control measures shall be implemented where proposed disturbance is adjacent to or encroaches within existing drainage courses and projected runoff velocities exceed 5 cfs.
9. Final project design shall incorporate all applicable BMPs contained in the City and State *Best Management Practices to be Considered in the Development of Urban Stormwater Management Plan*. Specifically, these may include measures such as the use of detention basins, retention structures, infiltration facilities, permeable pavements, vegetation controls, discharge controls, maintenance (e.g., street sweeping), and erosion controls.
10. Surface drainage shall be designed to collect and discharge runoff into natural stream channels or drainage structures. All project-related drainage structures shall be adequately sized to accommodate a minimum 50-year flood event (or other storm events pursuant to direction from the City).
11. Project operation and maintenance practices shall include a schedule for regular maintenance of all private drainage facilities within common development areas to ensure proper working condition. Public facilities shall be maintained by the City.
12. Surface and subsurface drainage shall be designed to preclude ponding outside of designated areas, as well as flow down slopes or over disturbed areas.
13. Runoff diversion facilities (e.g., inlet pipes and brow ditches) shall be used where appropriate to preclude runoff flow down graded slopes.
14. Energy-dissipating structures (e.g., detention ponds, riprap, or drop structures) shall be used at storm drain outlets, drainage crossings, and/or downstream of all culverts, pipe outlets, and brow ditches to reduce velocity and prevent erosion.
15. Long-term maintenance responsibility of the detention basin may be accepted by the City of San Diego or through other acceptable mechanisms (e.g., homeowners' association or assessment district).

The City Engineer shall verify that the precise plan mitigation measures are conditions for the approval of future proposed VTMs. The measures shall be completed prior to issuance of the Certificate of Occupancy.

- b) **Impact: Subarea Plans 1 and 2.** Impacts to the course and flow of floodwaters are mitigable to a level of less than significant through the incorporation of the mitigation measures and BMPs identified previously under Issue 1 (Impact A).

b) **Mitigation: *Subarea Plans 1 and 2.*** Impacts to floodwaters would be mitigated to a level of less than significant by incorporating the mitigation measures and BMPs identified for Issue 1 (Impact A) above. All flood control measures shall be reviewed and approved by the City's Transportation and Drainage Design Division of the Public Works Business Center prior to construction.

c) **Impact: *Subarea Plans 1 and 2.*** The proposed development of Pacific Highlands Ranch has the potential to significantly impact water quality (both directly and cumulatively) in the San Dieguito River and Lagoon, Carmel Valley, and Los Peñasquitos Lagoon. Specifically, such impacts may be associated with short- and long-term erosion and sedimentation and construction-related contaminant discharge. The proposed project's effects would be less adverse overall than those currently resulting from commercial agricultural activities on-site. The runoff of urban-generated pollutants is not considered significant (on a direct basis) due to the presence of existing regulatory controls and the anticipated incremental nature and extent of such pollutants, though the incremental contribution of urban pollutants would be cumulatively significant.

c) **Mitigation: *Subarea Plans 1 and 2.*** Direct impacts to water quality would be mitigated to a level of less than significant by incorporating the mitigation measures identified for Issue 1 above. Current plans call for the construction of desilting basins in the subarea (see Figure 4D-3 for alternative desilting basin locations) to reduce erosion and sedimentation during and after development. The exact number, size, design, and location of desiltation/retention basins will be determined in conjunction with future tentative map proposals. Monitoring and maintenance programs for these facilities would be prepared by future developers and after approval by the City, would be incorporated into the CC&Rs for the developments with these facilities in their common areas.

Implementation of the mitigation measures outlined in Issue 1 would not mitigate fully the associated cumulative effects to water quality in the subarea. These impacts would remain significant and unmitigated. Only the No Project alternative would avoid the potential cumulative impacts to water quality.

## 5) **Landform Alteration/Visual Quality**

a) **Impact:** The substantial change in aesthetic character described above would occur under both land use scenarios. This change represents a significant direct and cumulative impact from on- and off-site locations. The development of the project site would incrementally contribute to the change of the aesthetic character of the subregion in conjunction with the existing and planned development in Carmel Valley and Subareas IV and V.

a) **Mitigation:** The preservation of MSCP and urban amenity open space along with implementation of the landscaping concept as future tentative subdivision maps are

processed within Pacific Highlands Ranch and would reduce the identified aesthetic impacts. These measures would not reduce the impacts to below a level of significance. Avoidance of the impact would be accomplished by the No Project alternative.

Specific mitigation measures would be required at the future tentative map stage; specifically, prior to issuance of a grading permit, the Development Services Development Coordinator shall review the grading and landscape plans for consistency with the subarea plan guidelines. Upon completion of the grading for any future tentative map within Pacific Highlands Ranch, and associated off-site conditions, the developer shall submit a letter to Development Services from a qualified consultant certifying that all landscaping for the major manufactured slopes (e.g., roadway slopes) has been implemented. Monitoring shall be required to assure the long-term establishment of the landscaping. The maintenance program shall be effective for a three-year period following the installation of the plantings or until such time as all plantings are established. The long-term monitoring shall establish an inspection schedule, establish replanting specifications, and require written notification once a year to Development Services Department Development Coordinator by the applicant-hired consultant to verify the status of the revegetation.

If the revegetation effort includes the reestablishment of native habitat within or adjacent to the MHPA, a five-year monitoring program would be required. For erosion control or other revegetation outside the MHPA and not part of any biological mitigation, the revegetation plan must conform with the City's Landscape Technical Manual with a monitoring period of 25 months.

**b) Impact:**

***Subarea Plans 1 and 2.*** Both grading concepts associated with the proposed land use scenarios would require substantial alteration of the topography to develop and access the site. The amount of earthwork anticipated under both Subarea Plans would substantially exceed the City's significance threshold for grading impacts of 2,000 cubic yards per graded acre. The filling of drainages and grading of the broad mesa areas would represent alterations to the existing topography and are considered to be significant direct and cumulative landform alteration impacts.

***Carmel Valley Neighborhood 10 Precise Plan.*** The additional area of grading (canyon fill and associated manufactured slope) within Neighborhood 10 would represent a significant landform alternation impact.

**b) Mitigation:**

***Subarea Plans 1 and Plan 2.*** Specific mitigation measures which would be required at the future tentative map stage include that prior to issuance of a grading permit,

Development Services shall review the grading plans for consistency with the subarea plan guidelines. These measures include using slope rounding and blending techniques where manufactured slopes meet natural slopes, varying slope gradient and width, and contouring edges to achieve a more natural appearance. Implementation of these measures would reduce the landform alteration impact, but not to below a level of significance. However, only implementation of the No Project alternative would avoid the landform alteration impact. These adverse effects comprise significant and unmitigable direct and cumulative impacts of the proposed project.

***Carmel Valley Neighborhood 10 Precise Plan.*** As described in the previous EIRs for Neighborhood 10 (City of San Diego 1993 and 1997), mitigation for landform alteration impacts include that all manufactured slopes greater than 10 feet in height be contour graded and minimized during the final engineering design. As with the landform alteration impacts associated with the Subarea Plans, these measures would not reduce the impact to below a level of significance. Implementation of the contour grading measures would occur at the time grading permits are approved.

c) **Impact: *Subarea Plan 1 and Plan 2.*** Based on the steep slope encroachment analysis prepared for both subarea plans (see Land Use, Chapter 4A, Issue 2), significant impacts are anticipated on canyons, bluffs, or hillsides in Pacific Highlands Ranch.

c) **Mitigation: *Subarea Plan 1 and Plan 2.*** Although both subarea plans have been designed to minimize impacts to steep slopes strict compliance with the encroachment thresholds in the development regulations of RPO would require a project redesign. Both plans' inconsistency with the RPO encroachment provisions can be avoided with implementation of the No Project alternative and mitigated to below a level of significance by adoption of a RPO alternative. These alternatives are discussed in Chapter 8 of this EIR.

## 6) Cultural Resources

a) **Impact:** Twenty-four sites have been found not significant, six sites are in open space areas and should be indexed prior to recording tentative maps for future projects, two sites are in open space and may be potentially significant and require additional evaluation, and one site is located outside of the project boundaries and will require some evaluation when a project is proposed for this property.

The resulting loss of all of the sites on this project is considered a significant cumulative loss of cultural resource information. The destruction of a number of these sites prior to indexing or testing of any kind constitutes a significant impact as important information, which may have been present in these sites, has been lost without record.

There are four sites (CA-SDI-6912, loci B&E, -13,096, -14,003, and -14,562) which have been found to be important/significant resource areas; therefore, impacts to these sites would be considered significant. As presently designed, all of these sites will be destroyed by construction grading. Mitigation of impacts to these sites can be accomplished if they are not found to be significant under the City of San Diego's Resource Protection Ordinance. The current findings for these sites are that they are potentially eligible for nomination to the National Register and are significant under criteria of CEQA. A finding of National Register importance would be viewed as meeting one of the criteria of RPO importance. The State Historic Preservation Officer (SHPO) has not made a finding on the eligibility of these sites as yet. Destruction of a site that is considered to be important under RPO would constitute a significant unmitigated impact. In the event that federal money or federal actions are elements of project development, sites within the project area would be evaluated under Section 106.

a) **Mitigation:** Mitigation, monitoring, and reporting steps are a requirement for any site that is found to be significant and where direct or indirect project impacts cannot be avoided. The devising of a project impact mitigation plan is uniquely tied to the particular resource under consideration. The preferred alternative for any significant or important resource area is avoidance. In the event that avoidance is not feasible, some type of impact mitigation should be completed. The level of work is dependent upon the nature, size, and content of the cultural resource site and upon the types of research that can be accomplished through the recovery and analysis of data from the site.

Resource sites CA-SDI-13091, CA-SDI-13095, CA-SDI-13097, CA-SDI-13099, CA-SDI-13101H, CA-SDI-14001H, CA-SDI-7202, CA-SDI-7204, and CA-SDI-6697/H are avoided by the present construction grading design which places these sites in open space. As specific project plans are proposed some level of site assessment would be required. In the event that these sites will remain in open space the minimal treatment would be the completion of a site indexing which would provide a baseline of information on the deposit content. Indexing would involve the excavation of a minimum of two sample units and a report of findings with updated site record information and recommendations for permanent preservation.

Testing and survey reconnaissance indicate that CA-SDI-13093, CA-SDI-13098, CA-SDI-6914, and CA-SDI-7205 do not contain meaningful information and that additional sampling will not provide the scientific community or public with previously unknown information regarding the prehistoric past. No further work is recommended for these sites.

CA-SDI-14002 (-6916, -6917), CA-SDI-13092, and CA-SDI-6913 are considered potentially significant until fieldwork can be completed to assess their condition and data content. This work is presently being accomplished.

Eight recorded sites were not relocated because they no longer exist. These sites do not require any additional investigation. These sites include CA-SDI-10138, CA-SDI-6701, CA-SDI-6915, CA-SDI-6919, CA-SDI-6920H, CA-SDI-6921, CA-SDI-7201, and CA-SDI-7203. An additional eight sites within the Ranch project area were found to not require any additional investigation as they have previously been determined to be nonsignificant resource areas. These include CA-SDI-10221, CA-SDI-13099, CA-SDI-6696, CA-SDI-6698, CA-SDI-6700, CA-SDI-6911, CA-SDI-6918, and CA-SDI-7206.

## 7) Air Quality

a) **Impact:** The proposed project would result in significant cumulative air quality impacts under the City's significance thresholds as discussed in Chapter 6 of this EIR.

a) **Mitigation:** No mitigation is available for cumulative air quality impacts at the project level. The project's contribution to cumulative air quality impacts is discussed in Chapter 6, Cumulative Effects. The No Project alternative would avoid potential significant air quality impacts.

## 8) Geology/Soils/Erosion

a) **Impact:** There are no significant soil or geologic conditions that were observed or known to exist on the project site which would preclude development on the property. However, potentially significant geologic conditions exist which require mitigation, including ancient landslides, expansive soils, unstable cut slopes, alluvial soils, poorly consolidated soils, and ground shaking due to an earthquake.

a) **Mitigation:** For each specific development application in Pacific Highlands Ranch, the City will require the applicant to submit a detailed geotechnical study by a qualified geotechnical firm. The conclusions and implementation of the recommendations provided in these reports would mitigate the potentially significant effects of soil and geologic conditions for future developments in Pacific Highlands Ranch to below a level of significance. The types of mitigation requirements which the feasibility studies are likely to contain are summarized below.

### General Measures

1. In areas of proposed development, landslides, improperly compacted fill soil, weak claystone beds, and potentially compressible deposits of alluvium and colluvium may require special attention. Buttresses, stabilizing fill material, or other methods of stabilization will probably be required in developed areas where weak claystone beds or landslides are encountered. In areas where landslides exist off-site, and where stabilization is not feasible, setbacks may be required.

2. The Mission Valley and Friars Formations, and some areas of topsoil, may include highly expansive soil. Based on this review of geologic units on the site, it is anticipated that an adequate quantity of low expansive soil exists on the site to mitigate the adverse impact of expansive soil, when it is encountered.
3. If there are proposed improvements that will be sensitive to potential settlement, partial removal and recompaction of compressible alluvium and colluvium will be necessary.
4. It is anticipated that areas of perched groundwater may exist within low-lying alluvial areas. Subdrains or other remedial measures will be necessary where drainage courses are proposed to be filled.
5. For the purpose of preliminary design, it is recommended that portions of the site that are subject to inundation due to a dam failure upstream be located and considered for restricted usage.

### **Grading**

For the purpose of preliminary design, cut and fill slopes shall be designed no steeper than 2:1. The shear strengths of existing soil and rock units will generally limit safe allowable slope height. The potential impact of geologic conditions on slope stability shall be evaluated in areas of proposed high cut slopes.

### **Foundations**

The dominant soil conditions on the site are generally suitable for supporting conventional spread footings, if the soil is in a dense and undisturbed condition or in a properly compacted condition. The actual soil characteristics and proposed design parameters for structures on the site will determine minimum footing dimensions and requirements for reinforcement. These factors are not currently known; however, it is estimated at this time that spread footings that are designed in accordance with the Uniform Building Code will be designed for an allowable soil bearing pressure of at least 2,000 pounds per square foot.

### **Drainage and Maintenance**

Proper surface drainage shall be provided and maintained, as it is essential to soil stability and to reduce the potential for erosion. Drainage swales shall be installed on graded pads to conduct storm or irrigation runoff to controlled drainage facilities and away from buildings and the tops of slopes. Measures shall be taken to ensure that storm and irrigation water does not flow over the tops of cut or fill slopes.

**Consultation and Plan Review**

A more comprehensive soil and geologic evaluation shall be performed prior to providing final grading plans for the site. This evaluation shall be required to be implemented as a condition of final maps and grading plans. A geotechnical engineer shall also perform an on-site reconnaissance. A report shall be submitted for review and approval to the City's Engineering and Development Department prior to issuing grading permits.

b) **Impact:** Future grading activities for the implementation of specific development projects in Pacific Highlands Ranch would result in a potentially significant increase in soil erosion.

b) **Mitigation:** Prior to approval of a grading permit, each applicant for a specific development project in Pacific Highlands Ranch shall prepare a grading/construction management plan. The following mitigation measures, in addition to those listed in the Hydrology/Water Quality section of this MEIR (Chapter 4.D), shall be incorporated into the plan, if appropriate. The City's Development Services must approve the grading/construction management plans before a grading permit is issued and grading will commence. The geotechnical engineer shall inspect all cut and fill slopes and foundation work. A landscape architect will observe the revegetation of graded slopes. Each of these experts shall submit a report to the City.

1. Areas that have been stripped of native vegetation or areas of fill material shall require particular attention. These areas may require desilting basins, improved surface drainage, or planting of ground covers early in the improvement process, to reduce the potential for erosion.
2. Short-term measures for controlling erosion shall be incorporated into grading plans for the site. These measures shall include sandbag placement and temporary detention basins, as required by the City's Engineering and Development Department.
3. Catch basins shall be provided during grading activities.
4. Grading activities may be restricted during the rainy season, depending on the size of the specific operation. This season typically encompasses November through March. Grading activities may otherwise be restricted by their proximity to sensitive wildlife habitat.
5. After grading, slopes shall be immediately revegetated or hydroseeded with erosion-resistant species. These plants should be carefully irrigated to ensure coverage of the slopes prior to the next rainy season.

6. Measures to control construction sediment shall be implemented in areas near watercourses. These measures may include interim desiltation basins, sandbags, hay bales, or silt fences, which shall be placed at the toe of slopes to prevent erosion. Punch straw or matting shall be installed to stabilize graded slopes and prevent the slope or construction material from sloughing into watercourses.

## 9) Natural Resources

a) **Impact:** As described in the NCFUA Framework Plan EIR, the direct impacts to prime agricultural resources on the project site from open space preservation and development are considered significant. The incremental loss of land being used for agriculture is also considered a significant cumulative impact and is identified as such in Chapter 6 of this MEIR.

a) **Mitigation:** Only implementation of the No Project alternative would reduce the identified agricultural resources impact associated with potential future development to below a level of significance.

## 10) Paleontological Resources

a) **Impact:** The potential for significant fossils to occur in the formations of the subarea plan is moderate to high in all areas planned for development of the Pacific Highlands Ranch Plan; therefore, the grading necessary to implement the subarea plan could result in significant impacts to paleontological resources.

a) **Mitigation:** The Pacific Highlands Ranch Plan would require that all future tentative maps and VTMs approved include a condition for the implementation of a monitoring and salvage program for the recovery of paleontological resources during development. This program would reduce potential impacts to paleontological resources to below a level of significance and shall include the following steps:

1. Prior to any grading activities and/or the issuance of permits, the applicant shall provide a letter of verification to the Environmental Review Manager of the Land Development Review Division (LDR) stating that a qualified paleontologist and/or paleontological monitor has been retained to implement the paleontological monitoring program. The requirement for monitoring shall be noted on grading plans. All persons involved in the paleontological monitoring of grading activities shall be approved by LDR.
2. The qualified paleontologist or paleontological monitor shall attend any preconstruction/pregrading meetings to consult with the excavation contractor.

3. The paleontologist or paleontological monitor shall be on-site full time during excavation into previously undisturbed formations. The monitoring time may be decreased at the discretion of the paleontologist in consultation with LDR, depending on the rate of excavation, the materials excavated, and the abundance of fossils.
4. If fossils are encountered, the paleontologist shall have the authority to divert or temporarily halt construction activities in the area of discovery to allow recovery of fossil remains. The paleontologist shall contact LDR at the time of discovery. LDR shall concur with the salvaging methods before construction activities are allowed to resume.
5. The qualified paleontologist shall be responsible for preparation of fossils to a point of identification as defined in the City of San Diego Paleontological Guidelines, and submittal of a letter of acceptance from a local qualified curation facility. The paleontologist shall record any discovered fossil sites at the San Diego Natural History Museum.
6. The qualified paleontologist shall be responsible for the preparation of a monitoring results report with appropriate graphics summarizing the results (even if negative), analyses, and conclusions of the above program. The report shall be submitted to LDR prior to the issuance of building permits and/or certificates of occupancy. If building plans are not required, the paleontologist shall submit the report to LDR within three months following the termination of the monitoring program.

Prior to subarea plan approval, the Development Services Business Center shall verify that the above mitigation measures are incorporated in appropriate sections of the subarea plan. These measures shall be conditions of subsequent tentative maps and VTMs and development proposals.

## 11) Noise

a) **Impact:** As indicated, noise levels are anticipated to exceed applicable standards for all residential uses immediately adjacent to SR-56 and the major roadways, as well as to proposed school and park uses. Noise levels could exceed 70 CNEL for professional and office building land uses depending on their placement relative to the roadways. Noise levels for commercial retail land uses are not expected to be exceeded unless they are located immediately adjacent to SR-56. Where noise levels exceed applicable exterior standards, noise impacts would be significant.

a) **Mitigation:** Mitigation of noise levels could be accomplished through the construction of noise barriers. However, due to the limited grading detail available at this stage of planning, it is not possible to determine specific barrier heights and locations.

The draft EIR prepared by the City for the middle section of SR-56 indicates that wall heights varying between 12 and 16 feet would be required to mitigate noise levels at existing residential uses (City of San Diego 1996b). Similar wall heights would be anticipated for future sensitive uses located along the SR-56 right-of-way within Pacific Highlands Ranch.

As a general rule of thumb, a barrier provides five decibels of attenuation when it just breaks the line-of-sight between the source and receiver, and adds one decibel of attenuation for each foot above the height required to break the line-of-sight. Therefore, it is anticipated that noise barriers varying from five to eight feet will be required along the other major roadways within Pacific Highlands Ranch where the roadways are located adjacent to sensitive land uses.

At the time that detailed grading plans are available for the future subdivisions within Pacific Highlands Ranch, detailed acoustical analyses shall be performed to determine the exact barrier heights and locations where required. If exterior noise levels within residential areas are found to be above 60 CNEL after mitigation, then detailed interior noise analyses shall be required as well.

## 12) Public Services/Facilities

a) **Impact:** Currently, all schools in the Del Mar Union and San Dieguito Union High School Districts are operating above capacity within the project area. The generation of additional elementary school students resulting from development of the proposed project, either under Subarea Plan 1 or Subarea Plan 2 would add to the already overcrowded schools. This is considered a significant direct and cumulative impact.

Currently, there is insufficient capacity at Earl Warren Junior High School to accommodate the additional junior high students generated by buildout of the proposed project, either under Subarea Plan 1 or Subarea Plan 2. This is considered a significant direct and cumulative impact of the project.

Currently, Torrey Pines High School is operating above capacity. The estimated generation of additional high school students would contribute to the overcrowding of the school. This is considered a significant direct and cumulative impact.

Development of the subarea plan would incrementally increase the demand for fire services; however, both subarea plans provide a site for a double fire station. Until the new fire station is operating, the Fire Department's potential inability to provide a maximum six-minute first response time would be considered an interim significant impact.

a) **Mitigation:** The development of the proposed on-site elementary, junior high, and high schools would accomplish mitigation of the project's direct impact to schools from the subarea plan. School facilities financing and mitigation agreements between the affected school districts and the project applicant would be required at the time the Subarea Plan is approved by the City Council to ensure that the impacts on school facilities are mitigated to a level less than significant. In addition, prior to granting a ministerial or discretionary entitlement for a parcel, such parcel shall be subject to the terms of a mitigation agreement entered into by the landowner and the applicable School Districts or included in a community facilities district established by the applicable School Districts and authorized to fund the acquisition of school sites and construction of schools.

Until the new fire station is operating, developers shall demonstrate to the satisfaction of the City Fire Department that a response time of six minutes or less from Fire Station 24 to all portions of new developments can be achieved. For those areas of such new developments where a six-minute response time cannot be provided, individual sprinkler systems or other construction or site design safeguards, approved by the Fire Department, shall be required prior to the issuance of building permits.

b) **Impact:**

#### **Water and Sewer Facilities**

Potentially significant impacts to water and sewer facilities are anticipated with the development of the subarea due to a lack of existing facilities to serve the area.

#### **Waste Management Services**

The project could generate a significant amount of construction debris during the construction phase. Also, during the ongoing use of the site solid waste generation would exceed the 60 tons/year and 52 tons/year threshold of significance for solid waste impacts for residential and non-residential projects, respectively, established by the City's ESD. The project would affect City waste management programs and services; however, impacts could be minimized by incorporation of recycling and waste reduction measures in project design.

b) **Mitigation:**

#### **Water**

Future developers shall be required to provide appropriate water studies consistent with the findings and conclusions of the Miramar 712/North City 610 Water Study. Each developer shall be responsible for installing all those facilities identified in the accepted studies which are necessary to serve their developments. All public water facilities shall

be designed and constructed according to the most current edition of the City of San Diego Water and Sewer Design Guide.

### **Sewer**

Prior to any new development within the subarea, developers shall be required to provide sewer studies showing the proposed sewer system for the subarea. All public sewer facilities shall be designed and constructed according to the most current edition of the City of San Diego Water and Sewer Design Guide.

### **Solid Waste**

The project's prime contractor in cooperation with the City of San Diego's Environmental Services Department shall develop a comprehensive waste management plan. The plan shall describe programs that would be implemented to reduce the potential for direct and cumulative impacts to the City's waste management services to below a level of significant. The plan shall address construction phase as well as long-term waste management issues. The Development Services shall review this plan to ensure that the ESD has signed the plan and certified that it is consistent with City policy regarding its waste management services.

Following is a list of options that could be considered for the construction phase of the project and specified in the waste management plan:

1. Source separation for all construction debris such as wood, aggregate, drywall, and other discarded products including glass, plastics, and cardboard at the project sites and subsequent recycling of the materials.
2. Buying recycled or using recycled content construction material, such as acoustical ceiling tiles made from newsprint, tiles made from recycled glass, insulation made from mixed paper, as well as many landscaping products such as pavement made from recycled asphalt and tires, and mulch and compost made from green waste.
3. Use of postconsumer aggregate base and mulch in project landscaping;
4. Use of drought-tolerant landscaping to minimize the amount of green waste generated.

Following is a list of options that could be considered to address long-term waste management issues:

1. Provision of each single-family unit with kitchens designed to facilitate recycling;
2. Source separation and recycling of demolition debris;

3. Provision of yard composters designed to encourage backyard composting.
4. Provide devices or chutes in multi-family residential units for convenient separation and recycling of materials.

The project applicant shall develop a solid waste management plan explaining how these options will be incorporated. The plan shall describe the location of exterior and interior storage areas for the collection of recyclables in multi-family residential and non-residential areas as required per Municipal Code Section 101.2001. The project proponent shall ensure the storage areas are located in areas convenient for use by residents or tenants and service providers.

### 13) Water Conservation

a) **Impact: Subarea Plans 1 and 2.** The project's contribution to the cumulative impact associated with water supplies would be reduced to a nominal level by the mitigation measures outlined below.

a) **Mitigation:**

**Subarea Plans 1 and 2.** The following mitigation measures shall be incorporated into project design guidelines to address cumulative water usage concerns.

1. Limit grading in areas where no construction is proposed; thereby reducing the need for planting and irrigation of graded areas.
2. Provide lifts of low-clay content soil in landscaped areas to improve infiltration.
3. Reduce runoff potential from landscaped areas by using berming, raised planters, and drip irrigation systems.
4. Install soil moisture override systems in all common irrigation areas to avoid sprinkling when the ground is already saturated.
5. Identify in the plant materials list in the project design guidelines whether or not plants are native or naturalize easily and incorporate a list of local California sources for native plants.
6. Incorporate low-flush toilets, low-flow faucets, and timers on sprinklers (including nighttime watering) into project design.
7. Provide information regarding water conservation measures to new residents at the time of lot purchase.

The Development Services Development Coordinator shall review grading, landscape, and building permits to ensure the above measures have been noted on plans.

## 14) Public Safety

### Vectors

a) **Impact:** Because the proposed project contains on-site detention basins to serve the subarea, the potential for public health and safety impacts to future residents within the project site are considered potentially significant.

a) **Mitigation:** Mitigation measures for potential increased mosquito populations which will decrease potentially significant impacts to below a level of significance are described below. Prior to any grading activities, the applicant shall provide a letter from the County Environmental Health Department Vector Surveillance and Control Division (VSCD) to the environmental review manager of LDR verifying that a vector control program has been designed. Elements of the program may include, but not be limited to the following:

1. The detention basins shall be kept free of debris, high concentrations of nutrients which could contribute to alga blooms, and organic floatage. Any emergent vegetation (e.g., cattails and bulrushes) shall be removed only as necessary to control the mosquito problem.
2. Non-natural runoff to the detention basin shall be minimized by proper drainage patterns to prevent excessive organic material from entering.
3. Although the above measures are designed to minimize the potential for mosquito breeding in the on-site retention basins and control mosquito populations, active control measures may be necessary at times. This would include the application of a mosquito fog or insecticide spray. The use of this measure should be minimized to avoid reducing populations of other insects. Use of spray application shall be minimal and shall require coordination with VSCD, USFWS, and CDFG.
4. Maintenance of the detention basins shall be the responsibility of a homeowners association or similar maintenance district.

## Facilities Benefit Assessment Listing

PACIFIC HIGHLANDS RANCH

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*Pacific Highlands Ranch Public Facilities Financing Plan FY 2013*

Revised 6-21-11 thru DOC# 332 10-04-11 Ownership check - 12-2-11 new apn

**LEGEND FOR ASSESSMENTS**

SF = SINGLE FAMILY = \$45,000

VAC = VILLAGE ACRES = \$363,065

MF = MULTI FAMILY = \$31,501

ECAC = EMPLOYMENT CENTER ACRES = \$242,041

DMHE = DEL MAR HIGHLANDS ESTATES = \$30,601

INSTAC = INSTITUTIONAL ACRES = \$129,088

ASMT	ASSESSOR PARCEL #	FILED MAP	LOT/PAR	ASSESSED VALUE	ESTIMATED VALUES	EST. \$ AMT TOTAL	PACIFIC HIGHLANDS RANCH OWNERS
1	304-031-17			SF	50	\$2,250,000	PARDEE HOMES
1	304-643-10	PM 19205	PAR B				PARDEE HOMES
1	305-010-19						PARDEE HOMES
1	305-010-30-31						PARDEE HOMES
1	305-010-34 & 35	PM 11718	PAR 1 & 2				PARDEE HOMES
1	305-010-36 & 37	PM 20703	PAR 1 & 2				PARDEE HOMES
1	305-010-38						PARDEE HOMES
1	305-011-03			MF	719	\$22,649,219	PARDEE HOMES
1	305-011-04			SF	2720	\$122,400,000	PARDEE HOMES
1	305-011-05			SF	8	\$360,000	PARDEE HOMES
1	305-021-28			SF	48	\$2,160,000	PARDEE HOMES
1	305-040-36	PM 19841	PAR 3				PARDEE HOMES
1	305-040-33	PM 19726	PAR 1				PARDEE HOMES
1	305-041-01						PARDEE HOMES
2	304-021-10	PM 5254	PAR 1	SF	5	\$225,000	CAVALLO FARMS LLC
3	304-021-11	PM 5254	PAR 2	SF	3	\$135,000	BLOUM STEVEN L & CECE D
4	304-021-06			SF	5	\$225,000	MCKEAN NATURAL GAS CO. INC
6	305-011-09	PM 11718					PARDEE HOMES
6	305-011-10	PM 11718					PARDEE HOMES
6	305-021-29	FM 15815	LOT 190		2.69		PARDEE HOMES
6	305-021-30	PM 11718	Por. PAR 2		21.88		PARDEE HOMES
6	305-022-02	PM 11718	Por. PAR 2		77.96		PARDEE HOMES
7	305-010-11			VAC	5.46	\$1,982,335	TRYANGLE FARM LTD PARTNERSHIP
8	305-021-02			VAC	5	\$1,815,325	LIN YUEH JU TR 02-15-06, LIN JEFFREY H ET AL
8	305-021-02			MF	203	\$6,394,703	LIN YUEH JU TR 02-15-06, LIN JEFFREY H ET AL
9	305-021-24			MF	50	\$1,575,050	FAIRBANKS TRAIL LLC, LIN JEFFREY H ET AL,
9	305-021-24	PM 12337	PAR 2	SF	207	\$9,315,000	FAIRBANKS TRAIL LLC, LIN JEFFREY H ET AL,
10	305-021-05	PM 12337	POR PAR 1	SF	20	\$900,000	BARCZEWSKI ROBERT D TR
10	305-040-20	PM 12337	PAR 4	SF	7	\$315,000	BARCZEWSKI ROBERT D TR
12	305-021-07			SF	5	\$225,000	THREE SIDED L P
14	305-031-29	PM 19841	PAR 4		21.97		PARDEE HOMES

Pacific Highlands Ranch Public Facilities Financing Plan FY 2013

ASMT	ASSESSOR PARCEL #	FILED MAP	LOT/PAR	ASSESSED VALUE	ESTIMATED VALUES	EST. \$ AMT TOTAL	PACIFIC HIGHLANDS RANCH OWNERS
14	305-031-33		por PAR 1		0.75		PARDEE HOMES
14	305-031-34	PM 20796	por PAR 3		44.08	\$1,983,600	PARDEE HOMES
15	305-031-02			SF	1	\$45,000	HUANG FAMILY TRUST 9-16-96
16	305-141-24	FM 14513	LOT A				COSTA DEL SOL AT CV HOMEOWNERS ASSN
19	305-190-16			VAC	2.72	\$987,537	PACIFIC CARMEL M A G & A F G LLC
19	305-190-17			VAC	0.76	\$275,929	PARDEE HOMES
20	305-041-02			SF	1	\$45,000	WESTERN PACIFIC HOUSING TORREY SANTA FE LLC
21	305-060-18	FM 12477	LOT 31	SF	2	\$90,000	BARCZEWSKI ROBERT D. TR
22	308-010-24	PM 17811	PAR 1	SF	1	\$45,000	JACOBSON MARK A
26	304-632-02	FM 13818	LOT 43	DMHE	1	\$30,601	CHAPIN FAMILY REVOCABLE TRUST 2-06-03
55	304-630-22	FM 13818	LOT 39	DMHE	1	\$30,601	RANCHO DEL MAR TRAIL LLC
74	304-640-04	FM 13818	LOT 96	DMHE	1	\$30,601	DALLAS GEORGE R & MARY J
128	304-642-07	FM 13818	LOT 132	DMHE	1	\$30,601	VENKATADRI FAMILY TRUST 07-07-97
131	304-642-01	FM 13818	LOT 126	DMHE	1	\$30,601	BADEWITZ ERNST R, REIF HARRIET
142	304-631-08	FM 13818	LOT 13	DMHE	1	\$30,601	CHAPIN FAMILY TRUST 2-06-03
144	304-631-11	FM 13818	LOT 16	DMHE	1	\$30,601	DOAN RICHARD & KELLY
151	305-021-31	PM 20874	PAR 1		0.85		BARCZEWSKI SANDRA L M TRUST 12-30-84
153	305-230-04-59	FM 15815	LOTS 4-59	SF	56	\$2,520,000	PARDEE HOMES
153	305-230-60-70	FM 15815	LOTS 74 -84	SF	11	\$495,000	PARDEE HOMES
153	305-230-71-76	FM 15815	LOTS 100-105	SF	6	\$270,000	PARDEE HOMES
153	305-230-77 & 78	FM 15815	LOTS 128 & 129	SF	2	\$90,000	PARDEE HOMES
153	305-230-79-88	FM 15815	164 - 173	SF	10	\$450,000	PARDEE HOMES
153	305-230-92 & 93	FM 15815	177 178	SF	2	\$90,000	PARDEE HOMES
153	305-230-94-96	FM 15815	LOTS B, D & E				PARDEE HOMES
153	305-231-01-14	FM 15815	LOTS 60 - 73	SF	14	\$630,000	PARDEE HOMES
153	305-231-15-29	FM 15815	LOTS 85-99	SF	15	\$675,000	PARDEE HOMES
153	305-231-30-51	FM 15815	LOTS 106-127	SF	22	\$990,000	PARDEE HOMES
153	305-231-52-74	FM 15815	LOTS 130-152	SF	23	\$1,035,000	PARDEE HOMES
153	305-231-85	FM 15815	LOT 163	SF	1	\$45,000	PARDEE HOMES
153	305-231-86-88	FM 15815	LOTS 179-181	SF	3	\$135,000	PARDEE HOMES
154	304-631-09	FM 13818	LOT 14	DMHE	1	\$30,601	SAFFRON PROPERTIES LLC
						\$184,068,506	

*Insert Resolution of Designation here.*

**DRAFT**

*Pacific Highlands Ranch Public Facilities Financing Plan FY 2013*

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## Facilities Benefit Assessment Schedule

<b>FISCAL YEAR</b>	<b>\$/ SFDU</b>	<b>\$/ MFDU</b>	<b>\$/ DMHE</b>	<b>\$/ VAC</b>	<b>\$/ INSTAC</b>	<b>\$/ ECAC</b>
<b>2013</b>	\$45,000	\$31,501	\$30,601	\$363,065	\$129,088	\$242,041
<b>2014</b>	\$46,800	\$32,761	\$31,825	\$377,588	\$134,251	\$251,723
<b>2015</b>	\$48,672	\$34,072	\$33,098	\$392,691	\$139,621	\$261,792
<b>2016</b>	\$50,619	\$35,435	\$34,422	\$408,400	\$145,207	\$272,264
<b>2017</b>	\$52,644	\$36,852	\$35,799	\$424,738	\$151,015	\$283,156
<b>2018</b>	\$54,750	\$38,326	\$37,231	\$441,729	\$157,057	\$294,483
<b>2019</b>	\$55,298	\$38,710	\$37,604	\$446,151	\$158,629	\$297,431
<b>2020</b>	\$55,851	\$39,097	\$37,980	\$450,612	\$160,215	\$300,405
<b>2021</b>	\$56,410	\$39,488	\$38,360	\$455,122	\$161,819	\$303,412
<b>2022</b>	\$56,974	\$39,883	\$38,744	\$459,673	\$163,437	\$306,446
<b>2023</b>	\$57,544	\$40,282	\$39,131	\$464,272	\$165,072	\$309,512
<b>2024</b>	\$58,119	\$40,685	\$39,522	\$468,911	\$166,721	\$312,604
<b>2025</b>	\$58,700	\$41,091	\$39,917	\$473,598	\$168,388	\$315,729
<b>2026</b>	\$59,287	\$41,502	\$40,316	\$478,334	\$170,072	\$318,887
<b>2027</b>	\$59,880	\$41,917	\$40,720	\$483,119	\$171,773	\$322,076
<b>2028</b>	\$60,479	\$42,337	\$41,127	\$487,952	\$173,491	\$325,298
<b>2029</b>	\$61,084	\$42,760	\$41,538	\$492,833	\$175,227	\$328,552
<b>2030</b>	\$61,695	\$43,188	\$41,954	\$497,762	\$176,979	\$331,839
<b>2031</b>	\$62,312	\$43,620	\$42,373	\$502,741	\$178,749	\$335,157
<b>2032</b>	\$62,935	\$44,056	\$42,797	\$507,767	\$180,536	\$338,508
<b>2033</b>	\$63,564	\$44,496	\$43,225	\$512,842	\$182,341	\$341,891
<b>2034</b>	\$64,200	\$44,942	\$43,657	\$517,973	\$184,165	\$345,312
<b>2035</b>	\$64,842	\$45,391	\$44,094	\$523,153	\$186,007	\$348,765

**PACIFIC HIGHLANDS RANCH PUBLIC FACILITIES FINANCING PLAN  
(Development Impact Fee Analysis)**

- 1) What is the purpose of the impact fee? – The proposed impact fees are to ensure that redevelopment provides its fair share funding for community public facilities.
- 2) What is the use to which the fee is to be applied? – The impact fees will be used to finance transportation, park, fire, library, water, sewer, and police facilities. A list of the public facilities projects begins on page 33 of the Pacific Highlands Ranch Public Facilities Financing Plan.
- 3) What is the reasonable relationship between the fee's use and the type of development project on which the fee is imposed? – The impact fees will be used to provide for a fair share contribution for community infrastructure projects needed to serve both residential and non-residential development based on the increased intensity of their development. Credit will be given for any existing development.
- 4) What is the reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed?
  - Transportation Projects: Both residential development and non-residential development utilize the communities' transportation system which requires various street projects, traffic signal interconnect systems, and medians.
  - Park and Recreation Projects: Residential development utilizes the communities' parks and improvements are necessary based on the population at full community development and the General Plan guidelines to maintain the existing levels of service.
  - Water and Sewer Lines: Both residential and non-residential development utilizes water and sewer lines and new or expanded lines are necessary based on the population at full community development to maintain the existing levels of service.
  - Library Project: Residential development utilizes the community libraries and expansions are necessary based on the population at full community development and the General Plan guidelines to maintain the existing levels of service.