

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

CITY OF CHULA VISTA  
OFFICE OF THE CITY CLERK  
276 FOURTH AVENUE  
CHULA VISTA, CA 91910

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THIS SPACE ABOVE FOR RECORDER'S USE

CCV File No. OR3001G

### **BASIN MAINTENANCE AGREEMENT FOR OTAY RANCH VILLAGE 3**

This Basin Maintenance Agreement (Agreement) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Effective Date) by and between HomeFed Village III Master, LLC and HomeFed Otay Land II, LLC (referred to herein as "Developer"), and the City of Chula Vista, a California Municipal Corporation (City), with reference to the following facts:

#### **RECITALS**

WHEREAS, Developer owns approximately 428 acres of land known as "Otay Ranch Village 3" (hereinafter referred to as the "**Project**") located primarily northeast of the intersection of Main Street and Heritage Road. The property which is the subject matter of this Agreement is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, (hereinafter referred to as the "**Property**").

WHEREAS, On December 2, 2014 the Chula Vista City Council, pursuant to Resolution No. 2014-232, in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 *et seq.*), certified the Final Environmental Impact Report for the Otay Ranch Village Three Sectional Planning Area Plan ("Final EIR-13-01) and adopted the Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program.

WHEREAS, On December 2, 2014, under Resolution 2014-234 the City approved the Sectional Planning Area (SPA) Planned Community District (Form Based Code) Regulations for Otay Ranch Village 3.

WHEREAS, On December 2, 2014, under Resolution Number 2014-237 the City approved a Tentative Subdivision Map for the Project, known as Village 3 Tentative Map, Chula Vista Tract No. 13-02, (hereinafter referred to as the "Tentative Map"), in which Tentative Map Conditions of Approval were placed on the Project.

WHEREAS, Developer has submitted an application to amend the SPA and obtain approval of a new Tentative Map for Village 3.

WHEREAS, proposed Condition of Approval No. 25 of the proposed new Tentative Map requires that prior to approval of the first Final Map the applicant shall demonstrate to the satisfaction of the Development Services Director that a funding mechanism is in place to fund the perpetual maintenance of storm water treatment facilities, including, but not limited to, the proposed bio-retention basins.

WHEREAS, Condition of Approval Number 26 of the City of Chula Vista Standard Tentative Map Conditions, as more particularly set forth on Exhibit B, requires the Developer to enter into a maintenance agreement prior to the issuance of any grading permit to secure the maintenance of drainage related facilities including but not limited to the removal of silt from any temporary or permanent basins, the repair of any downstream erosion, and to provide any resource agency permits necessary for said maintenance for the Project.

WHEREAS, Developer has represented that certain drainage improvements, biofiltration Best Management Practice (BMP) basins, detention basins, desilting basins, drainage outfalls, storm water quality management facilities and erosion/sedimentation control facilities, as shown on the Rough Grading Plans for the Project, Chula Vista Drawing Number 16026, will meet City and Regional Water Quality Control Board requirements for water quality for the entirety of Village 3.

WHEREAS, Developer will initially maintain such improvements as provided in this Agreement.

WHEREAS, Developer represents that this Agreement will be assigned to the Village 3 Community Association, a California non-profit mutual benefit corporation (the "HOA") formed to manage the residential portions of Village 3 for the perpetual maintenance of the Village 3 basins, drainage improvements, and BMP facilities.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Defined Terms.** The following defined terms shall have the meaning set forth herein, unless otherwise specifically indicated.

1.1 "Drainage Improvements and BMP Facilities" shall mean certain storm water management facilities and other permanent and temporary public or private drainage improvements, biofiltration BMP basins, detention basins, desilting basins, drainage outfalls, storm water quality management facilities, and erosion/sedimentation control facilities proposed for construction within the Project, as shown in Exhibit C and shown on Chula Vista Drawing No. 16026, as approved by the City Engineer, and as amended from time to time. A portion of the BMP basins are located within the Project and a portion of the BMP basins are located on offsite property more particularly described on Exhibit D

1.2 "Complete Construction" shall mean that construction of Drainage Improvements and BMP Facilities have been completed to the satisfaction of the City Engineer.

1.3 “Maintain” or “Maintenance” shall mean to furnish, or the furnishing of, services and materials for the ordinary and usual maintenance required for the operation or implementation of the BMP Facilities as set forth in the latest city-approved IOMP.

1.4 “Inspection, Operation, and Maintenance Plan” or “IOMP” means a description of the inspection, operation, and maintenance activities and schedules required to ensure proper operation and effectiveness of the Drainage Improvements and BMP Facilities, which IOMP is attached hereto as Exhibit E and incorporated herein by this reference. The IOMP shall be updated to the satisfaction of the City Engineer, if construction changes are approved to the Chula Vista Drawing No. 16026-01 to 16026-71 that modifies the Drainage Improvements and BMP Facilities.

1.5 “Grading Plans” shall refer to the City of Chula Vista Rough Grading Plans for Chula Vista Tract **No. 13-04** Otay Ranch Village 3, Drawing Number 16026, Work Order Number OR3001G. Grading Plans can be amended from time to time by approval of the City Engineer.

1.6 “City of Chula Vista Standard Tentative Map Conditions” shall refer to the City’s standard Tentative Map conditions approved by City Council with Resolution 2010-278.

**2. Condition No. 26 of the City of Chula Vista Standard Tentative Map Conditions.** In satisfaction of Condition No. 26 of the City of Chula Vista Standard Tentative Map Conditions, Developer agrees to the following:

2.1 Construction. Developer agrees to construct Drainage Improvements and BMP Facilities, as shown on the approved Grading Plans for the Project and any subsequent grading plans for Village 3 approved by the City Engineer. These Drainage Improvements and BMP Facilities shall comply with all the provisions of the National Pollutant Discharge Elimination System and the City’s BMP Manual Clean Water Act. Developer understands and agrees that Developer is responsible for obtaining all necessary permits, approvals, and certifications, if any, from applicable federal or state agencies, including but not limited to, if applicable, Caltrans, the California Department of Fish and Game and/or the US Army Corps of Engineers. City shall cooperate with Developer as necessary to obtain all such permits, approvals and certifications.

Fulfillment of Condition No. 26 of the City of Chula Vista Standard Tentative Map Conditions. Condition No. 26 shall be considered fully satisfied when the City Engineer makes the determination that the last grading permit for the Project has been issued and a funding mechanism has been identified and accepted by the City to maintain the Drainage Improvements and BMP Facilities for the Project; otherwise, the requirements of Condition No. 26 shall be enforced for each grading permit for the Project. The Developer or the HOA shall submit an assessment report to be approved by the City for all the Drainage Improvements and BMP facilities. Developer or the HOA shall maintain all the Drainage Improvements and BMP Facilities until such time the City Engineer releases Developer or the HOA of said obligation with a letter to both the Developer or the HOA and the bonding company. Said release shall not be granted sooner than 5 years following the last building permit finalizing the Project. The

Developer or the HOA agree to compensate the City for staff time spent on reviewing the assessment reports.

2.2 BMP Maintenance by the HOA. Developer shall operate and maintain the Drainage Improvements and BMP Facilities as shown in Exhibit D in accordance with the latest City-approved IOMP until such time as the HOA accepts the maintenance of all or any part the Drainage Improvements and the BMP Facilities in perpetuity. In addition, it is a requirement of this Agreement that the Developer or the HOA shall submit to the City an Assessment and Maintenance Report for all the BMP Facilities every five years. The Assessment and Maintenance Report shall be prepared by a Registered Civil Engineer and shall be subject to the approval of the City Engineer or designee. Said report shall also describe all the prior maintenance work that has been completed within the previous five years and any future major repair.

2.3 Securities. Developer shall provide the City with maintenance securities, in accordance with Paragraph 3 below, to guarantee Developer's maintenance obligation hereunder.

3. **Security for Performance.** Pursuant to and in satisfaction of Condition 26 of the City of Chula Vista Standard Tentative Map Conditions, Developer shall provide the City with a cash deposit, bond or other security in the amount more fully set forth in Exhibit F to guarantee Developer's maintenance obligations hereunder until the HOA accepts the maintenance responsibility of the Drainage Improvements and BMP Facilities. Upon the HOA acceptance of the Drainage Improvements and BMP Facilities, the HOA shall provide the City with security in perpetuity in the amount more fully set forth in Exhibit F to guarantee HOA's maintenance obligations hereunder and, upon delivery of such replacement security, the security provided by Developer shall be released to Developer. The amount of said security shall be updated and reviewed and approved by the City Engineer, or designee, every five years and shall reflect the consumer price Index, Los Angeles Area (All Urban Consumers) at the time of submittal. The Developer or, after assumption of maintenance obligations, the HOA shall submit the security updates on January fifteen of each five years series. If Developer or the HOA fails to cure any material non-compliance with this Agreement within the cure period set forth in Section 4, then Developer and HOA acknowledge and agree that the City may, in the sole discretion of the City Engineer expend said deposit to guarantee the maintenance obligations under Section 2.1 of this Agreement in the event of Developer's or the HOA's default in the performance of said maintenance obligations. The Developer or, after assumption of maintenance obligations, the HOA agree to compensate the City for staff time spent on reviewing each security update. Should the City spend the deposit due to Developer's or HOA's default of its performance obligations, Developer or, after assumption of maintenance obligations, the HOA agrees to provide additional security within 30 days of the City's request.

(a) Use of Maintenance Security. Developer acknowledges and agrees that if the Developer or the HOA fails to fulfill its maintenance obligations as set forth herein, and fails to cure any material non-compliance with this Agreement within the cure period set forth in Section 4, then the sum provided by said security may be used by the City for the purpose of fulfilling such obligations as approved by the City Engineer. Developer or, after assumption of maintenance obligations, the HOA also agrees that the City may take any and all actions

necessary, in order to obtain the funds necessary for the purpose of fulfilling such obligations. Developer or, after assumption of maintenance obligations, the HOA agrees to pay to the City any difference between the amount of the security deposit and the total cost incurred to perform the work, including but not limited to reasonable design and administration of maintenance in substantial conformance with the latest city-approved IOMP (including a reasonable allocation of overhead).

(b) City Not Liable. It is also expressly agreed and understood by the parties hereto that in no case will the City, or any department, board or officer thereof, be liable for any portion of the costs and expenses of the work obligated herein, nor shall the City or the City's officers, sureties or bondsmen, be liable for the payment of any sum or sums for said work or any materials furnished therefor.

(c) Reduction or Substitution of Security. The City Engineer may, in his sole discretion, reduce the security requirements by an incremental amount determined by the City Engineer to reflect a reduction in Developer's maintenance obligations. In addition, Developer may request that another form of equivalent security, such as a letter of credit or bond in accordance with City requirements be substituted for the security described herein in accordance with City policies.

3.1 Municipal Code Requirements. Developer understands and agrees that Developer shall be subject to all the provisions of the Ordinances, Standards, and Policies of the City of Chula Vista (including Section 14.20.310 of the Municipal Code), the laws of the State of California, and federal law as applicable to said work as all may be amended from time to time.

4. **Approvals**. Developer acknowledges and agrees that the performance of Developer's obligations herein is required for the health and safety of the residents of the City. Therefore, the Developer agrees that the City shall have the absolute and unfettered right to withhold the issuance of any grant of approval for the Project if the Developer is determined by the City not to be in material compliance with the terms of this Agreement, provided that the foregoing shall not apply from and after the HOA's assumption of maintenance responsibilities set forth herein. If Developer is determined by the City not to be in material compliance with any term of this Agreement, the City shall notify Developer of its non-compliance and provide the Developer with thirty (30) days to cure said non-compliance. The Developer shall not be in non-compliance if, upon notification of non-compliance, Developer diligently starts to work toward cure of said non-compliance and diligently pursues, as determined by the City Engineer, a course of action to achieve a cure within a reasonable time-frame.

5. **Release of Obligations**. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Developer. Upon the HOA's assumption of all of the maintenance responsibilities under this Agreement, Developer shall be released from the obligations of this Agreement. Individual owners of residential lots and condominiums shall have no obligations pursuant to this Agreement.

6. **Agreement in favor of City**. The burden of the covenants contained in this Agreement is for the benefit of the City. City is deemed the beneficiary of such covenants. If such covenants are breached, the City shall have the right, but not the obligation, to exercise all

rights and remedies and to maintain any action or suits at law or in equity or other proper proceedings to enforce the curing of such breach to which it may be entitled.

7. **Indemnification.** Developer further understands and agrees that City, as indemnitee, or any officer or employee thereof, shall not be liable for any injury to person or property occasioned by reason of the acts or omissions of Developer, its agents or employees, related to the construction of the Drainage Improvements and BMP Facilities and Developer's maintenance activities. Developer or, after assumption of maintenance obligations, the HOA further agrees to protect and hold the City, its officers and employees, harmless from any and all claims, demands, causes of action, liability or loss of any sort, because of or arising out of acts or omissions of Developer or the HOA, its agents or employees, related to the construction of the Drainage Improvements and BMP Facilities and Developer's or the HOA's maintenance activities. The approved improvement securities referred to above shall not be deemed to limit the provisions of this paragraph. Such indemnification and agreement to hold harmless shall extend to damages to adjacent or downstream properties as a result of Developer's construction and maintenance activities as provided herein. It shall also extend to damages resulting from erosion or siltation, or modification of the point of discharge as the result of the construction of the Drainage Improvements and BMP Facilities and maintenance and/or siltation removal activities. The approval of plans for the Drainage Improvements and BMP Facilities and any related improvements shall not constitute the assumption by City of any responsibility for such damage or taking, nor shall City, by said approval, be an insurer or surety for the construction of the Drainage Improvements and BMP Facilities and any related improvements. The provisions of this paragraph shall become effective upon the execution of this Agreement and shall remain in full force and effect regardless of the City's approval of the Drainage Improvements and BMP Facilities. However, nothing in this paragraph shall apply to any liability or claims arising from the active negligence or willful misconduct of City or its officers or employees.

## 8. **Miscellaneous Provisions.**

8.1 Entire Agreement. This Agreement, together with any other written document attached hereto as an Exhibit, embody the entire Agreement and understanding between the parties relating to the subject matter hereof and any and all other prior or contemporaneous oral or written agreements are hereby superseded. This Agreement may be amended, but only pursuant to a written amendment properly authorized and executed by both parties hereto.

8.2 Compliance with Laws. In the performance of its obligations under this Agreement, Developer shall comply with any and all applicable federal, state and local laws, regulations, policies, permits and approvals.

8.3 Recitals and Exhibits. All Recitals and attached Exhibits referred to herein are hereby incorporated hereunder.

8.4 Term. This Agreement shall remain in effect for so long as Developer or the HOA has executory obligations hereunder.

8.5 Assignment. Except for an assignment to the HOA, the obligations of the Developer under this Agreement shall not be assigned in whole or in part without the express written consent of the City pursuant to Section 10.2.3 of the Development Agreement. City's consent shall not be withheld if the assignment and delegation is to a Merchant Builder (as defined in the Development Agreement) by private agreement and the Developer remains obligated to the City. Pursuant to Section 10.2.4 of the Development Agreement, however, City shall exhaust any accepted, substitute security before making any demand on Developer.

8.6 Authority of Signatories. Each party hereto hereby warrants and represents to the other party that it has legal authority and capacity to enter into this Agreement, and that all resolutions and/or other actions have been taken so as to enable it to enter into this Agreement.

8.7 Termination. Upon the termination of this Agreement pursuant to applicable provisions hereof, at the request of Developer or any successor in interest, the City will execute an instrument prepared by Developer in a form acceptable to the City Attorney which evidences the termination of this Agreement.

8.8 Attorney's Fees. If either party commences litigation for the judicial interpretation, reformation, enforcement or rescission hereof, the prevailing party shall be entitled to a judgment against the other for an amount equal to reasonable attorney's fees and court costs incurred. The "prevailing party" shall be deemed to be the party who is awarded substantially the relief sought.

8.9 Preparation of Agreement. No inference, assumption or presumption shall be drawn from the fact that a party or his/her attorney prepared and/or drafted this Agreement. It shall be conclusively presumed that both parties participated equally in the preparation and/or drafting of this Agreement.

8.10 Notices. Unless otherwise provided in this Agreement or by law, any and all notices required or permitted by this Agreement or bylaw to be served on or delivered to either party shall be in writing and shall be deemed duly served, delivered, and received when personally delivered to the party to whom it is directed, or in lieu thereof, when three (3) business days have elapsed following deposit in the U. S. Mail, certified or registered mail, return receipt requested, first-class postage pre-paid, addressed to the address indicated in this Agreement. A party may change such address for the purpose of this paragraph by giving written notice of such change to the other party.

CITY OF CHULA VISTA  
276 Fourth Avenue  
Chula Vista, CA 91910  
Attention: City Engineer

DEVELOPER:  
HomeFed Village III Master, LLC.  
1903 Wright Place, Suite 220  
Carlsbad, CA 92008  
Attention: Curt Smith

8.11 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be original but all of which, when taken together shall constitute but one instrument.

8.12 Miscellaneous. The above-referenced Recitals are true and correct and are incorporated into the body of this Agreement by this reference.

**[Remainder of page intentionally left blank]**



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

**DEVELOPER:**

HomeFed Village III Master, LLC, a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNERS OF OFFSITE BMP BASIN:**

HomeFed Otay Land II, a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Flat Rock Land Company, LLC, a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF CHULA VISTA:**

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

Mary Casillas Salas  
Mayor

**APPROVED AS TO FORM:**

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

Glen R. Googins  
City Attorney

**ATTEST:**

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

Donna Norris  
City Clerk

J:\Attorney\MichaelSh\Village 3\Basin Maintenance Agreement\Village3BasinMaintenanceAgrmt-11.30.16-FINAL.docx

*(Notary to attach acknowledgement for each signature)  
(Corporate Authority required for each signatory)*

Attachments:

- Exhibit A: Legal Description of the Property
- Exhibit B: Condition No. 26 of the City of Chula Vista Standard Tentative Map Conditions
- Exhibit C: Drainage Improvements and BMP Facilities Map
- Exhibit D: Offsite BMP Basins
- Exhibit E: Excerpts from Storm Water Quality Management Plan, dated June 1, 2016 and prepared by Hunsaker and Associates.
- Exhibit F: Security Requirements

**EXHIBIT A**

**Legal Description of Property**

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

PARCELS 1, 2 AND 3 OF PARCEL MAP NO. 21214, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JANUARY 29, 2015 AS INSTRUMENT NO. 2015-7000022 OF OFFICIAL RECORDS.

END OF LEGAL DESCRIPTION

## **EXHIBIT B**

### **Condition No. 26 of the City of Chula Vista Standard Tentative Map Conditions**

26. Applicant shall enter into a maintenance agreement prior to the issuance of any grading permit to secure the maintenance of drainage related facilities including but not limited to the removal of silt from any temporary or permanent basins, the repair of any downstream erosion, and to provide any resource agency permits necessary for said maintenance. The agreement shall be in a form acceptable to the City Attorney and the Director of Development Services and shall be for a minimum term of the construction period and five years thereafter. The construction period is herein defined as the period during which all building permits tributary to the basin have not been finalized. If any drainage facilities are to be maintained by the City the agreement shall identify a perpetual funding mechanism and shall require the developer to provide new resource agency permits for maintenance at the time of turnover to the City. Further, the agreement shall require the developer provide a survey signed and sealed by a registered Land Surveyor every two years demonstrating that all basins are built to the lines and grades of the approved plans. The security for this maintenance agreement shall be based on a five-year maintenance estimate approved by the City Engineer with the first year being in cash and the subsequent four years in a bond or other type security acceptable to the Director of Finance and the City Engineer. (Development Services)

EXHIBIT C

**EXHIBIT C**  
**BMP AND HMP TYPE, LOCATION & DIMENSION**  
**PAGE 1 OF 5**

**STRUCTURAL BMP**

- BIOFILTRATION (BF-1)

- FLOW-THRU TREATMENT CONTROLLED INCLUDED AS  
PRE-TREATMENT/FOREBAY FOR AN ONSITE RETENTION OR  
BIOFILTRATION BMP

- CATCH BASIN INLET WITH HYDROCARBON BOOM

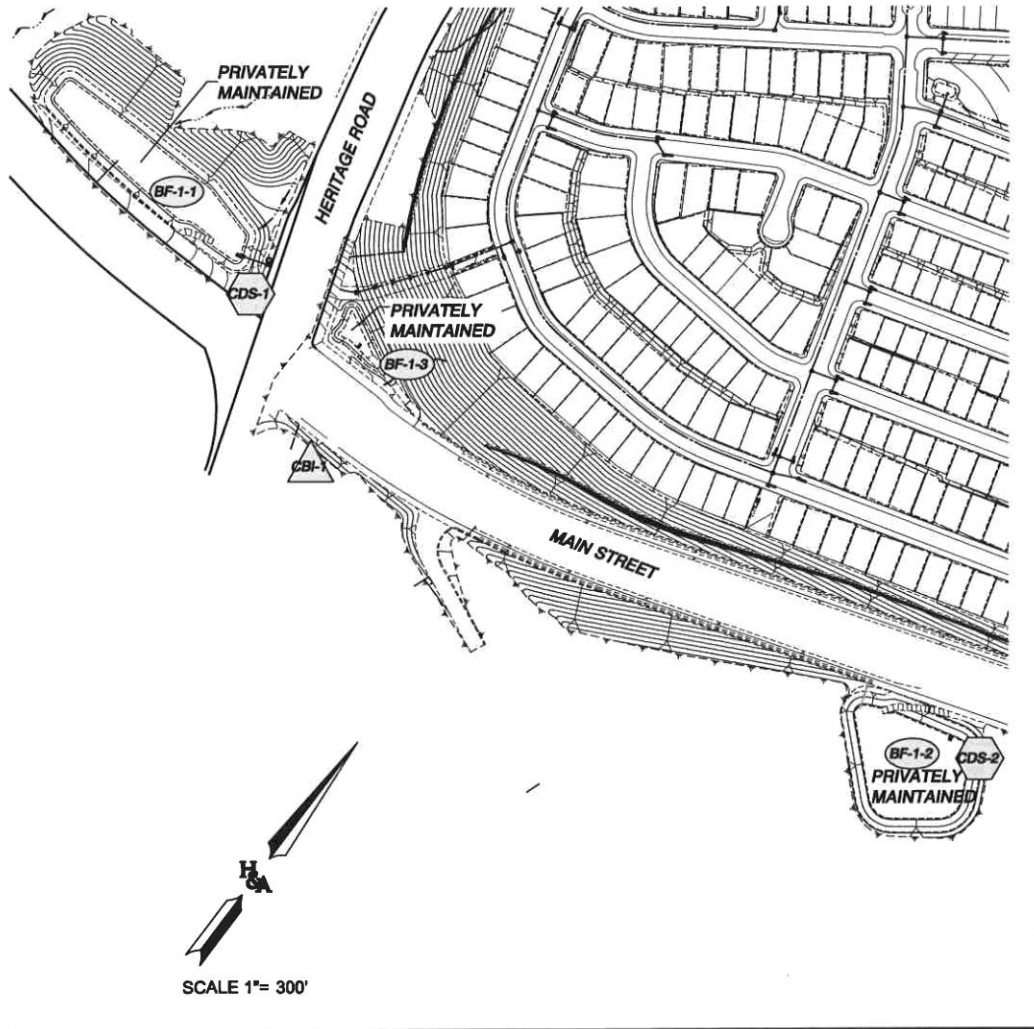


EXHIBIT C  
BIOFILTRATION BASIN BF-1-1  
PAGE 2 OF 5

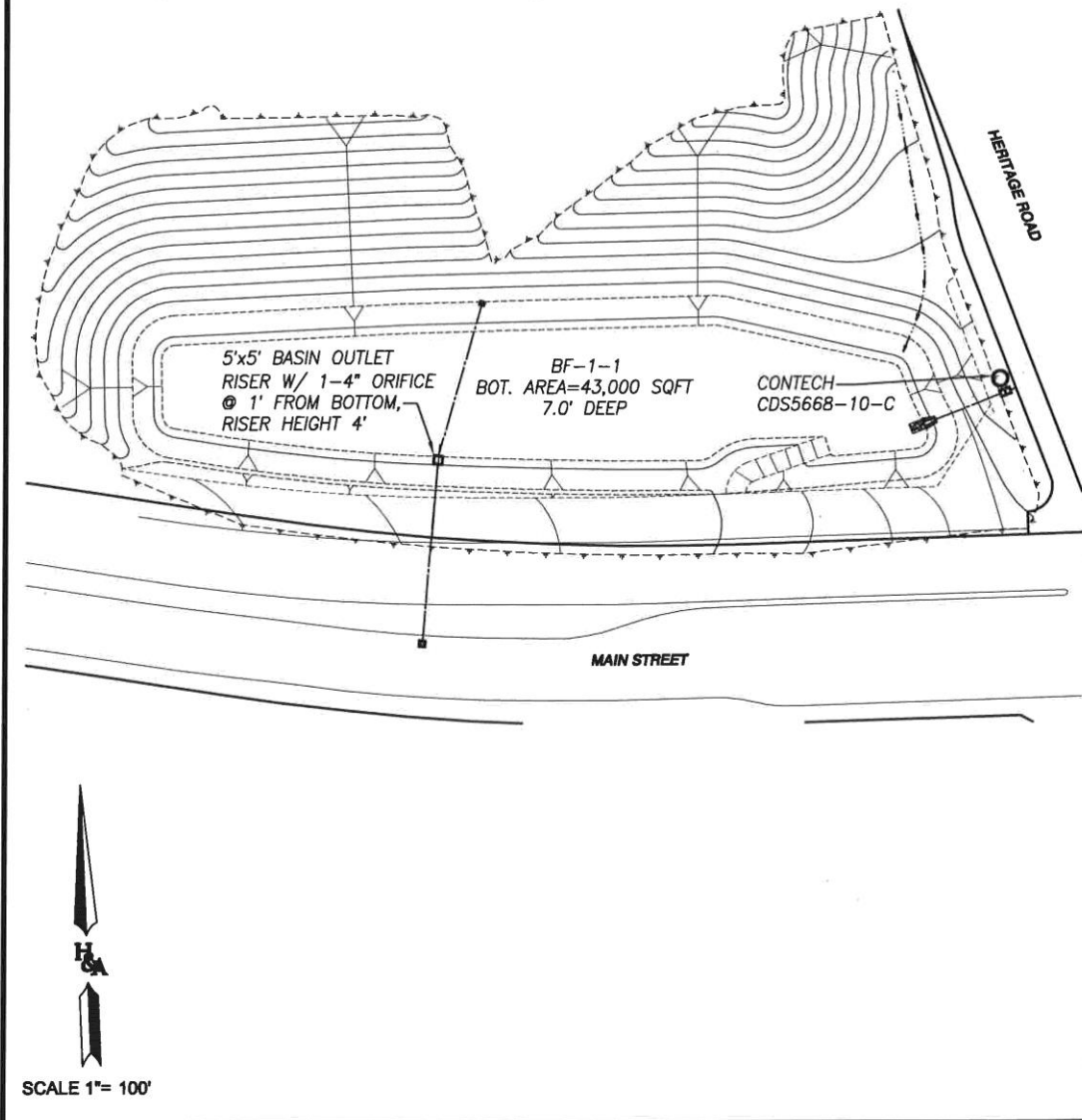


EXHIBIT C  
BIOFILTRATION BASIN BF-1-2  
PAGE 3 OF 5

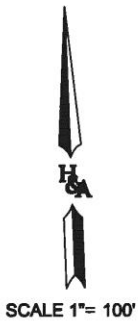
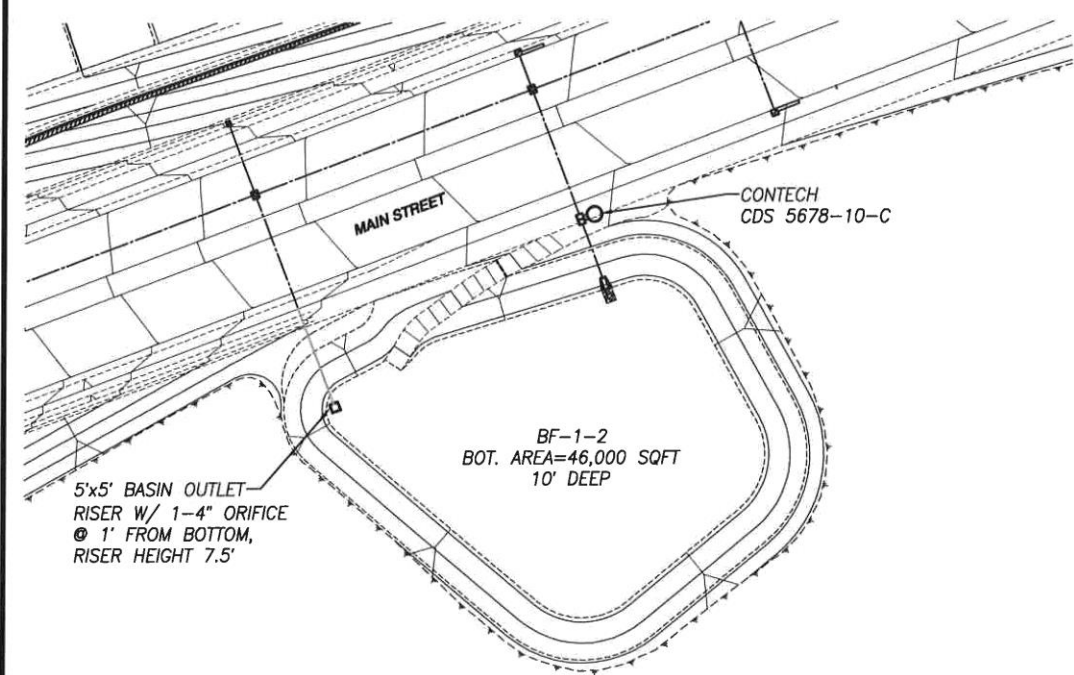


EXHIBIT C  
BIOFILTRATION BASIN BF-1-3  
4 OF 5

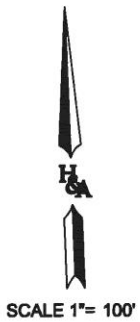
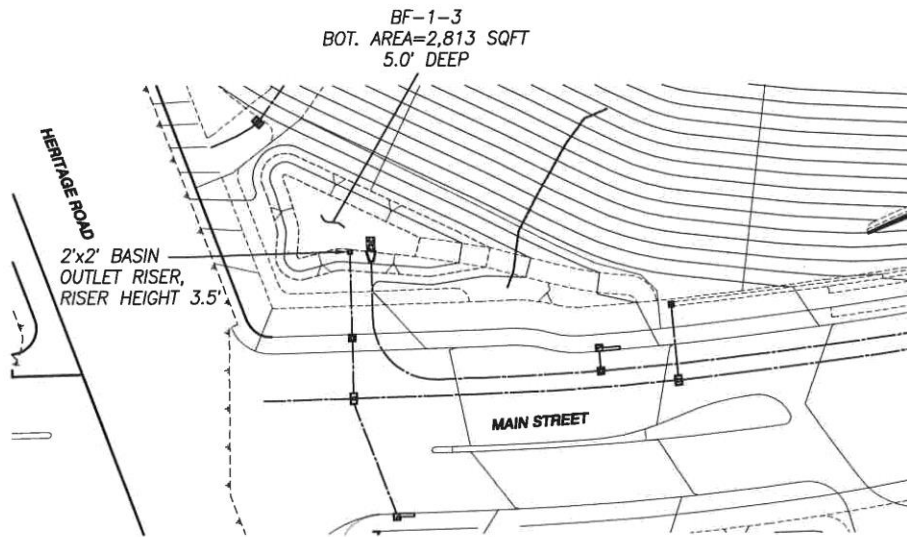
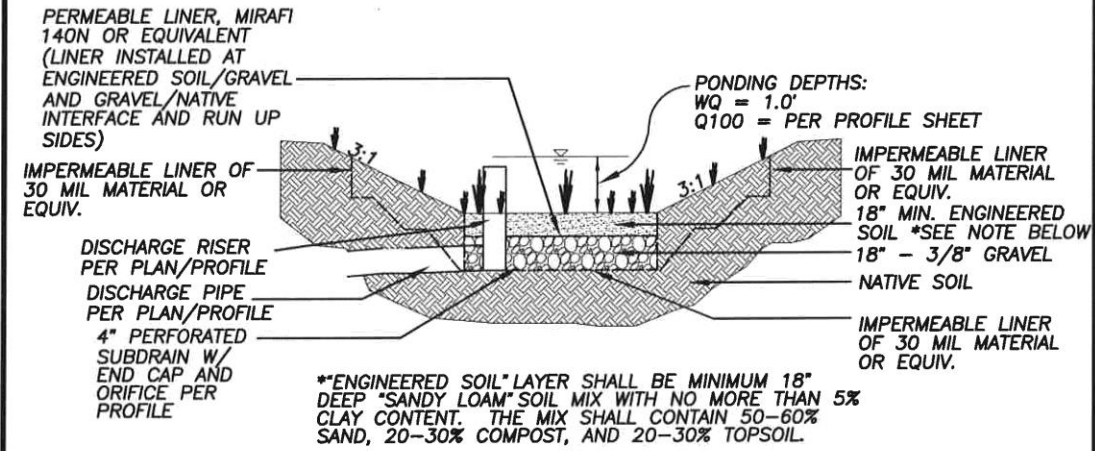




EXHIBIT C  
BIOFILTRATION DASIN SECTION  
5 OF 5



**\*\*ENGINEERED SOIL\* LAYER SHALL BE MINIMUM 18" DEEP "SANDY LOAM" SOIL MIX WITH NO MORE THAN 5% CLAY CONTENT. THE MIX SHALL CONTAIN 50-60% SAND, 20-30% COMPOST, AND 20-30% TOPSOIL.**

**NOTE: BOTTOM OF FLOW THROUGH PLANTER (EXPOSED VEGETATED GRADE AND LINED SUB BASE) SHALL BE SLOPED AT 1% MINIMUM IN DIRECTION OF OUTFALL (TOWARD STREET).**

**SOIL SECTION FOR WATER  
QUALITY/HYDROMODIFICATION  
BIOFILTRATION BASIN (PRIVATE)**

NOT TO SCALE

**EXHIBIT D<**  
**Offsite BMP Basins**

THAT PORTION OF LOT 2, SECTION 20, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT ON THE WESTERLY BOUNDARY OF CITY OF CHULA VISTA TRACT NO. 16-02, OTAY RANCH VILLAGE 3 NORTH, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. \_\_\_\_\_, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON \_\_\_\_\_, 2016, SAID POINT BEING THE POINT OF INTERSECTION WITH THE NORTHERLY SIDELINE OF MAIN STREET AS DEDICATED TO THE CITY OF CHULA VISTA PER EASEMENT DEED RECORDED APRIL 21, 1994 AS DOC. NO. 1994-0265920 OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHERLY SIDELINE NORTH 89°09'13" WEST, 127.44 FEET (RECORD "N89°10'14"W" PER SAID MAIN STREET EASEMENT DEED); THENCE LEAVING SAID NORTHERLY SIDELINE NORTH 00°50'47" EAST, 42.23 FEET TO THE **TRUE POINT OF BEGINNING**, ALSO BEING THE BEGINNING OF A NON-TANGENT 3908.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 02°39'12" EAST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°47'59" A DISTANCE OF 122.75 FEET; THENCE RADIAL TO SAID CURVE SOUTH 00°51'13" EAST, 0.61 FEET; THENCE NORTH 89°09'09" WEST, 57.66 FEET TO THE BEGINNING OF A 2012.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°14'07" A DISTANCE OF 78.50 FEET; THENCE NORTH 86°55'02" WEST, 74.30 FEET TO THE BEGINNING OF A 1324.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°09'48" A DISTANCE OF 142.43 FEET TO THE BEGINNING OF A COMPOUND 2016.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 09°14'47" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°07'36" A DISTANCE OF 74.83 FEET; THENCE NORTH 78°37'37" WEST, 15.20 FEET; THENCE NORTH 11°22'23" EAST, 38.37 FEET; THENCE NORTH 01°46'25" EAST, 39.38 FEET TO THE BEGINNING OF A 31.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°08'52" A DISTANCE OF 47.69 FEET; THENCE NORTH 89°55'17" EAST, 166.01 FEET; THENCE SOUTH 88°39'22" EAST, 223.06 FEET; THENCE SOUTH 74°49'37" EAST, 129.65 FEET TO THE

BEGINNING OF A 30.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°44'22" A DISTANCE OF 29.71 FEET; THENCE SOUTH 18°05'15" EAST, 17.63 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°53'13" A DISTANCE OF 12.02 FEET; THENCE SOUTH 24°58'27" EAST, 12.47 FEET TO THE BEGINNING OF A 31.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 112°19'16" A DISTANCE OF 60.77 FEET TO **THE TRUE POINT OF BEGINNING.**


THE HEREINABOVE PARCEL OF LAND CONTAINS 1.702 ACRES, MORE OR LESS.

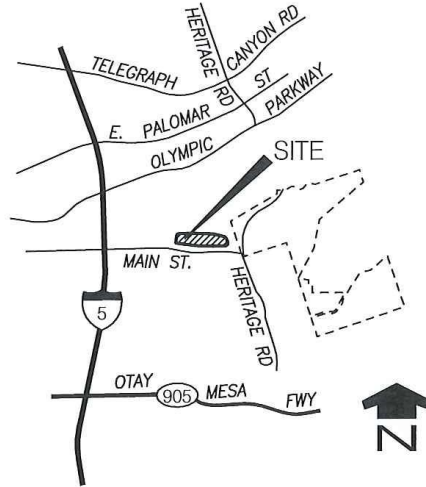
  
\_\_\_\_\_  
DOUGLAS B. STROUP                      P.L.S. 8553  
HUNSAKER & ASSOCIATES SAN DIEGO, INC.                      11/07/2016



**CITY OF  
CHULA VISTA**

**LEGEND:**







-  DRAINAGE BASIN  
AREA = 1.702 AC., MORE OR LESS
- P.O.C. INDICATES POINT OF COMMENCEMENT.
- T.P.O.B. INDICATES TRUE POINT OF BEGINNING.
- (R) INDICATES RADIAL BEARING.
- ( ) INDICATES RECORD DATA PER MAP \_\_\_\_\_.
- [ ] INDICATES RECORD DATA PER EASEMENT DEED TO  
THE CITY OF CHULA VISTA RECORDED 4/21/1994  
AS DOC. NO. 1994-0265920, O.R.



**VICINITY MAP**

NOT TO SCALE

**EXISTING EASEMENT LEGEND:**

-  INDICATES EASEMENT TO THE CITY OF CHULA VISTA PER DOCUMENT RECORDED 4/21/1994  
AS DOC. NO. 1994-0265920, O.R.
-  INDICATES PORTION OF MAIN STREET DEDICATED TO THE CITY OF CHULA VISTA PER  
DOCUMENT RECORDED 12/11/1995 AS DOC. NO. 1995-0562553, O.R.
-  INDICATES EASEMENT TO THE CITY OF CHULA VISTA PER DOCUMENT RECORDED 12/11/1995  
AS DOC. NO. 1995-0562554, O.R.
-  INDICATES PORTION OF HERITAGE ROAD DEDICATED TO THE CITY OF CHULA VISTA PER  
DOCUMENT RECORDED 12/10/2014 AS DOC. NO. 2014-0543533, O.R.
-  INDICATES PUBLIC STREET EASEMENT DEDICATED TO THE CITY OF CHULA VISTA PER  
DOCUMENT RECORDED \_\_\_\_\_, 2016 AS DOC. NO. 2016-\_\_\_\_\_,  
O.R.
-  INDICATES GENERAL UTILITY AND ACCESS EASEMENT GRANTED TO THE CITY OF CHULA VISTA  
PER DOCUMENT RECORDED \_\_\_\_\_, 2016 AS DOC. NO. 2016-\_\_\_\_\_,  
O.R.

**H & A** HUNSAKER  
& ASSOCIATES  
SAN DIEGO, INC.  
9707 Waples Street (858)558-4500  
San Diego, CA 92121

*Douglas B. Stroup*  
DOUGLAS B. STROUP  
11/07/2016  
L.S. 8553

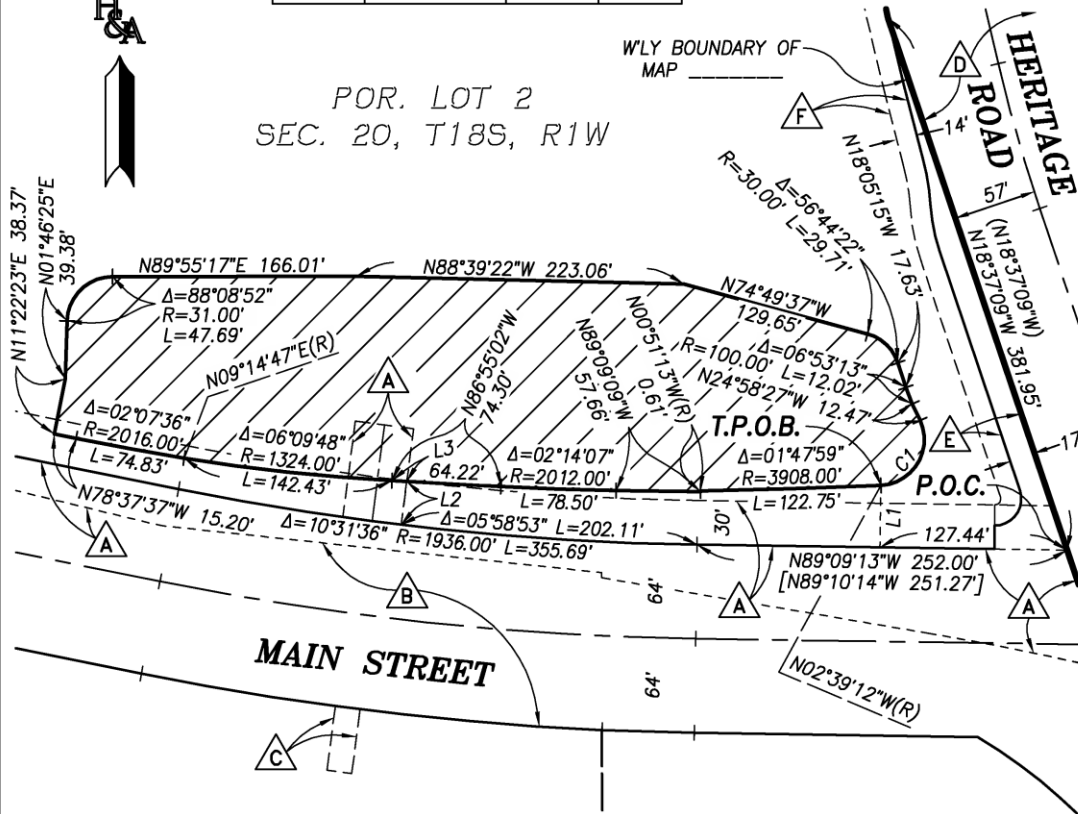




NUMBER	BEARING	DISTANCE
L1	N00°50'47"E	42.23'
L2	N07°25'11"E	29.75'
L3	N86°55'02"W	10.08'

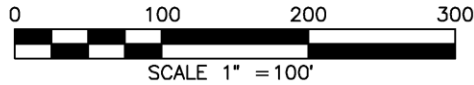
NUMBER	DELTA	RADIUS	LENGTH
C1	$\Delta=112^{\circ}19'16''$	31.00	60.77

POR. LOT 2  
SEC. 20, T18S, R1W



ROS 16999

**H & A**  
HUNSAKER  
& ASSOCIATES  
SAN DIEGO, INC.  
9707 Waples Street (858)558-4500  
San Diego, CA 92121



R:\1327\Map\Exhibits\EX V3 Takashima Basin SHT 02.dwg W.O. 2395-0011

THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT GRANT DEED RECORDED DECEMBER 9, 2004 AS INSTRUMENT NO. 2004-1159742, OF OFFICIAL RECORDS, BEING A PORTION OF LOT 44 IN THE OTAY RANCHO IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON MAP NO. 862 FILED FEBRUARY 7, 1900 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT AN ANGLE POINT IN THE SOUTHEASTERLY BOUNDARY OF CITY OF CHULA VISTA TRACT NO. 16-02, OTAY RANCH VILLAGE 3 NORTH, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. \_\_\_\_\_, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON \_\_\_\_\_, 2016, SAID POINT BEING THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AND DESCRIBED ON SAID MAP AS "N18°37'59"W, 791.78"; THENCE ALONG SAID BOUNDARY SOUTH 18°37'59" EAST, 76.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY SIDELINE OF THAT CERTAIN GENERAL UTILITY AND ACCESS EASEMENT GRANTED TO THE CITY OF CHULA VISTA ON \_\_\_\_\_, 2016 AS DOCUMENT NO. 2016-\_\_\_\_\_ OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHEASTERLY SIDELINE SOUTH 71°58'20" WEST, 945.24 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHEASTERLY SIDELINE SOUTH 18°01'40" EAST, 20.36 FEET; THENCE NORTH 75°03'28" EAST, 25.85 FEET TO THE BEGINNING OF A NON-TANGENT 70.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 14°13'28" WEST, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°43'51" A DISTANCE OF 94.97 FEET; THENCE SOUTH 26°29'37" EAST, 90.72 FEET TO THE BEGINNING OF A 80.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°42'15" A DISTANCE OF 111.29 FEET; THENCE SOUTH 53°12'38" WEST, 103.04 FEET TO THE BEGINNING OF A 80.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°42'15" A DISTANCE OF 111.29 FEET; THENCE NORTH 47°05'07" WEST, 187.17 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 111°59'13" A DISTANCE OF 97.73 FEET; THENCE NORTH 64°54'05" EAST, 32.86 FEET TO THE BEGINNING OF A NON-TANGENT 20.94 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 35°18'48"

EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A  
CENTRAL ANGLE OF 53°53'05" A DISTANCE OF 19.69 FEET TO A POINT ON SAID  
SOUTHEASTERLY SIDELINE; THENCE ALONG SAID SOUTHEASTERLY SIDELINE NORTH  
71°58'20" EAST, 150.01 FEET TO THE **TRUE POINT OF BEGINNING**;

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 1.763 ACRES MORE OR  
LESS.

  
\_\_\_\_\_  
DOUGLAS B. STROUP                      11/07/2016  
P.L.S. 8553  
HUNSAKER & ASSOCIATES SAN DIEGO, INC.



M:\2395\011\Legal descriptions\A14 V3 Flat Rock Basin.docx  
8/7/2014 2:20 PM



**CITY OF  
CHULA VISTA**

**LEGEND:**



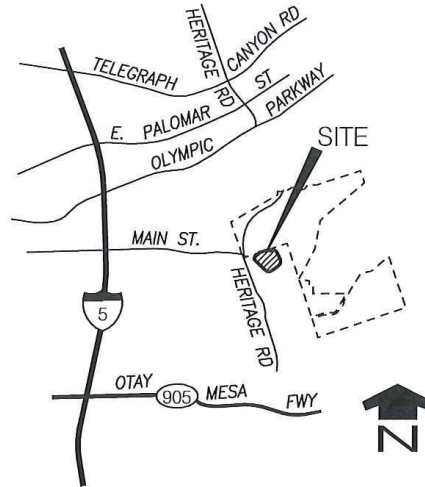
DRAINAGE BASIN  
AREA = 1.763 AC., MORE OR LESS

P.O.C. INDICATES POINT OF COMMENCEMENT.

T.P.O.B. INDICATES TRUE POINT OF BEGINNING.

(R) INDICATES RADIAL BEARING.

( ) INDICATES RECORD DATA PER MAP \_\_\_\_\_.



**VICINITY MAP**

NOT TO SCALE

**EASEMENT LEGEND:**



INDICATES EXISTING PUBLIC STREET EASEMENT DEDICATED TO THE CITY OF CHULA VISTA, RECORDED \_\_\_\_\_, 2016 AS DOCUMENT NO. 2016-\_\_\_\_\_, O.R.



INDICATES EXISTING GENERAL UTILITY AND ACCESS EASEMENT GRANTED TO THE CITY OF CHULA VISTA, RECORDED \_\_\_\_\_, 2016 AS DOCUMENT NO. 2016-\_\_\_\_\_, O.R.



INDICATES GENERAL UTILITY AND ACCESS EASEMENT GRANTED TO THE CITY OF CHULA VISTA PER MAP NO. \_\_\_\_\_.



**HUNSAKER  
& ASSOCIATES  
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*Douglas B. Stroup*  
DOUGLAS B. STROUP

*11/07/2016*  
L.S. 8553





EXHIBIT E

**Maintenance Recommendations**

Chapter 7: Long Term Operation and Maintenance

TABLE 7-2. Maintenance Indicators and Actions for Vegetated BMPs

Typical Maintenance Indicator(s) for Vegetated BMPs	Maintenance Actions
Accumulation of sediment, litter, or debris	Remove and properly dispose of accumulated materials, without damage to the vegetation.
Poor vegetation establishment	Re-seed, re-plant, or re-establish vegetation per original plans.
Overgrown vegetation	Mow or trim as appropriate, but not less than the design height of the vegetation per original plans when applicable (e.g. a vegetated swale may require a minimum vegetation height).
Erosion due to concentrated irrigation flow	Repair/re-seed/re-plant eroded areas and adjust the irrigation system.
Erosion due to concentrated storm water runoff flow	Repair/re-seed/re-plant eroded areas, and make appropriate corrective measures such as adding erosion control blankets, adding stone at flow entry points, or minor re-grading to restore proper drainage according to the original plan. If the issue is not corrected by restoring the BMP to the original plan and grade, the City Engineer shall be contacted prior to any additional repairs or reconstruction.
Standing water in vegetated swales	Make appropriate corrective measures such as adjusting irrigation system, removing obstructions of debris or invasive vegetation, loosening or replacing top soil to allow for better infiltration, or minor re-grading for proper drainage. If the issue is not corrected by restoring the BMP to the original plan and grade, the City Engineer shall be contacted prior to any additional repairs or reconstruction.
Standing water in bioretention, biofiltration with partial retention, or biofiltration areas, or flow-through planter boxes for longer than 96 hours following a storm event*	Make appropriate corrective measures such as adjusting irrigation system, removing obstructions of debris or invasive vegetation, clearing underdrains (where applicable), or repairing/replacing clogged or compacted soils.
Obstructed inlet or outlet structure	Clear obstructions.
Damage to structural components such as weirs, inlet or outlet structures	Repair or replace as applicable.

\*These BMPs typically include a surface ponding layer as part of their function which may take 96 hours to drain following a storm event.



### BMP Maintenance Program

The following inspection and maintenance activities shall be performed and completed as indicated. Question should be directed to the City of Chula Vista.

#### Maintenance Program for Inlet Stenciling

<b>Inspection Frequency/Indications:</b>	<u>Regular Maintenance Inspections</u> <input type="checkbox"/> Before wet season begins (September); <input type="checkbox"/> After wet season (April).
<b>Maintenance Indications</b>	<b>Maintenance Activities</b>
<input type="checkbox"/> Inlet stenciling/signage begins to weather or fade	<input type="checkbox"/> Re-stamp signage
<input type="checkbox"/> Broken or damaged structure	<input type="checkbox"/> Repair or replace signage structure

#### Maintenance Program for Filter Insert(s).

<b>Inspection Frequency/Indications:</b>	<u>Regular Maintenance Inspections</u> <input type="checkbox"/> Before wet season begins (September); <input type="checkbox"/> After wet season (April). <u>Performance Inspections</u> <input type="checkbox"/> After rainfall events greater than 0.5 inches; <input type="checkbox"/> At indication that filter insert is malfunctioning.
<b>Maintenance Indications</b>	<b>Maintenance Activities</b>
<input type="checkbox"/> Trash and debris interfering with function of insert	<input type="checkbox"/> Remove trash and debris
<input type="checkbox"/> Broken or damaged structure	<input type="checkbox"/> Repair inlet structure
<input type="checkbox"/> Sediment clogging filter	<input type="checkbox"/> Remove sediment
<input type="checkbox"/> Sediment 50 percent full	<input type="checkbox"/> Remove sediment
<input type="checkbox"/> Insert adsorbent material at capacity	<input type="checkbox"/> Replace adsorbent material when it has reached capacity or at an interval recommended by manufacturer. At minimum, the adsorbent material must be replaced annually.
<b>Waste Disposal</b>	Sediment, other pollutants, and all other waste shall be properly disposed of in a licensed landfill or by another appropriate disposal method in accordance with local, state, and federal regulations.

#### Maintenance Program for Stormwater Separation Units

<b>Inspection Frequency/Indications:</b>	<u>Regular Maintenance Inspections</u> <input type="checkbox"/> Monthly during wet season <input type="checkbox"/> Annually before wet season (September) <u>Performance Inspection</u> <input type="checkbox"/> 72 hrs after rainfall events greater than 0.5 in.
<b>Maintenance Indications</b>	<b>Maintenance Activities</b>
<input type="checkbox"/> Excessive trash, debris, or sediment in unit. (i.e., sump is 85 percent full or sump is 50 percent full during two consecutive monthly inspections)	<input type="checkbox"/> Remove trash and debris within 15 days. Empty unit when the unit is 85 percent full or 50 percent full during two consecutive monthly inspections, or annually in May.
<input type="checkbox"/> Presence of trash and debris in weir box.	<input type="checkbox"/> Remove trash and debris while onsite

	conducting inspection
<input type="checkbox"/> When standing water in sump is observed during annual and performance inspection.	<input type="checkbox"/> If standing water cannot be removed or remains through the wet season, notify vector control.
<input type="checkbox"/> Minor structural damage (i.e., screen becomes clogged, damaged or loose)	<input type="checkbox"/> Clean screen, re-fasten screen if appropriate.
<input type="checkbox"/> Cracked or fatigued neoprene vector seals	<input type="checkbox"/> Replace damaged seal
<input type="checkbox"/> Major damage to structures (i.e., holes in screen, large debris, damage to housing or weir box)	<input type="checkbox"/> Immediately consult with engineer and manufacturer=s representative to develop a course of action and effect repairs prior to the wet season.
<b>Waste Disposal</b>	Sediment, other pollutants, and all other waste shall be properly disposed of in a licensed landfill or by another appropriate disposal method in accordance with local, state, and federal regulations.

### Maintenance Program for Riprap Energy Dissipaters

<b>Inspection Frequency/Indications:</b>	<u>Regular Inspection - First Year</u> <input type="checkbox"/> Before wet season begins (September); <input type="checkbox"/> After wet season (April). <u>Regular Inspection - Subsequent Years</u> <input type="checkbox"/> After wet season begins (April). <u>Performance Inspection</u> <input type="checkbox"/> After rainfall events greater than 0.5 inches.
<b>Maintenance Indications</b>	<b>Maintenance Activities</b>
<input type="checkbox"/> Damage to sill, headwall, or other structures	<input type="checkbox"/> Repair sill, headwall, or other structures
<input type="checkbox"/> Riprap displaced or washed away	<input type="checkbox"/> Replace riprap
<input type="checkbox"/> Erosion (ruts, rills, or gullies) found downstream of dissipater structure (riprap apron).	<input type="checkbox"/> Extend riprap apron, reposition, increase riprap coverage to fully cover eroded area.
<input type="checkbox"/> Over-grown vegetation, emergent woody vegetation and/or weeds	<input type="checkbox"/> Trim vegetation to 6 inches, remove emergent woody vegetation and weeds
<input type="checkbox"/> Sediment accumulation over 3 inches	<input type="checkbox"/> Remove sediment accumulation
<input type="checkbox"/> Trash and litter present in riprap	<input type="checkbox"/> Remove trash and debris
<b>Waste Disposal</b>	Sediment, other pollutants, and all other waste shall be properly disposed of in a licensed landfill or by another appropriate disposal method in accordance with local, state, and federal regulations.

## EXHIBIT F

### Security Requirements

#### Estimated Annual Operations & Maintenance Costs for Structural BMPs

##### Biofiltration Basins

Inspection and Maintenance

Assume 1' of Silt in Biofiltration Storage Area = 2.2 acre-feet  
= 3,550 CY

Annual Silt Removal Costs = 3,550 CY @ \$10/CY = \$35,500

Annual Vegetation Removal = Complete Clearing of Footprint of First Flush Storage Area  
= (1.5 acres)

Annual Vegetation Removal Costs = 1.5 acres @ \$3,000/ac = \$4,500

Annual Inspection by Engineer = \$1,000

Periodic and Post-Major Rainfall Inspections and Trash/Debris/Sediment  
Cleanout...assume (4) periodic/post-major rainfall inspections per year...assume (3) man  
crew...assume ½ -day cleanout time...assume \$50 hourly rate...Periodic Inspection and  
Maintenance Annual Cost = \$2,400

Biofiltration Basin Subtotal = \$43,400

Catch Basin Insert (hydrocarbon boom) = \$200

Hydrodynamic Separators (2) = \$5,000

-----  
Total Maintenance Costs = \$48,600  
10% Contingency = \$4,860

Annual Structural BMP/Security Deposit = \$53,460