



City of Lemon Grove
City Council Virtual Regular Meeting Agenda
Tuesday, October 5, 2021 6:00 p.m.

NEW MEETING LINK AND ACCESS ID

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/84979218919?pwd=d2RncWl0aTd0RmN0cnVjVytOcDMydz09>

Meeting Access ID: 84979218919

Password: 6198253800

Instructions for public participation are below.

City Council

Racquel Vasquez, Mayor

Jerry Jones, Mayor Pro Tem

Jennifer Mendoza, Councilmember

Liana LeBaron, Councilmember

George Gastil, Councilmember

A public agenda packet is available for review on the [City's website](#)

*In accordance with Executive Orders N-25-20, N-29-20 and N-35-20 paragraph 3, executed by the Governor of California on March 17, 2020, and as a response to mitigating the spread of Coronavirus known as COVID-19, the Regular Meeting of the City Council scheduled for Tuesday, October 5, 2021 at 6:00 p.m. will be a **virtual meeting – audio only**. Audio of the meeting will be posted to the City's website 72 hours following the meeting.*

Public Participation Options:

Public Comments are limited to a maximum of three (3) minutes per speaker. A timer will be displayed during the meeting, any comments extending passed the three (3) timeframe will be muted and timed out. This includes both live and written comments.

1. Listen to audio live via zoom (Link to the meeting is at the top of the page).
2. Provide Public Comment live during the designated time.
 - Join the Zoom meeting (Link to the meeting is at the top of the page). If you are using a computer, laptop or tablet you will need a functioning microphone. Otherwise you will be required to dial in via phone. (phone instructions are listed below).
 - Only during the designated time to hear public comments use your "Raise Hand" feature. This will indicate to the moderator that you wish to speak on that item. Hands raised outside of the designated time for public comments will be put down.
 - If you join the meeting via telephone you can use the "Hand Raise" feature by pressing *9.
3. Submit a digital Public Comment via email.
 - Email your Public Comment to the Deputy City Clerk at amalone@lemongrove.ca.gov prior to the meeting deadline, which is **Monday, October 4, 2021 at 5:00 p.m.** Email subject line should read "PUBLIC COMMENT ITEM NO. ____"

Comments received after the deadline will not be read at the meeting, but will be maintained in the record.

Join the Meeting via Computer or Handheld Device

Before joining a Zoom meeting on a computer or handheld device, download the Zoom app from the [Zoom Download Center](#). Otherwise, you will be prompted to download and install Zoom when you click a join link. You will be required to have a Zoom account to use this platform. You can establish a free account one [here](#).

Prerequisites

- Each meeting has a **Meeting Access ID** 84979218919 and **Password** 6198253800 that will be required to join a Zoom meeting.
 - [Sign up](#) for eNotification to be notified for upcoming City meetings. The email notifications will include the Meeting ID and Password.
 - Meetings will be Audio only for all participants.
1. Open Zoom from your desktop app.
 2. Join a meeting using one of the following methods:
 - Click [Join a Meeting](#) if you want to join in without signing in.
 - [Sign in](#) to Zoom then click join.
 3. Enter the **Meeting ID** number 619 825 3800, **Password** 6198253800 and your display name.

Join the Meeting via Telephone

Find your local number: <https://us02web.zoom.us/j/6198253800>

1. Dial by your location:
 - +1 253 215 8782 US (**Tacoma**)
 - +1 346 248 7799 US (**Houston**)
 - +1 669 900 6833 US (**San Jose**)
 - +1 301 715 8592 US (**Washington D.C**)
 - +1 312 626 6799 US (**Chicago**)
 - +1 929 205 6099 US (**New York**)
2. Enter the **Meeting ID** number 619 825 3800 and **Password** 6198253800. All audio will be muted upon entering.

City of Lemon Grove City Council Virtual Regular Meeting Agenda

Tuesday, October 5, 2021 6:00 p.m.

NEW MEETING LINK AND ACCESS ID

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/84979218919?pwd=d2RNcWl0aTd0RmN0cnVjVytOcDMydz09>

Meeting Access ID: 84979218919

Password: 6198253800

The City Council also sits as the Lemon Grove Housing Authority, Lemon Grove Sanitation District Board, Lemon Grove Roadway Lighting District Board, and Lemon Grove Successor Agency

Call to Order

Pledge of Allegiance

Changes to the Agenda

Presentation(s):

Fire Prevention Week, Steve Swaney, Fire Chief

Public Comment

Digitally submitted public comments received by the deadline via email to the Deputy City Clerk at amalone@lemongrove.ca.gov will be read into the record by the Deputy City Clerk. Per Lemon Grove Municipal Code Section 2.14.150, each comment is allowed up to three (3) minutes.

Consent Calendar

(Note: The items listed on the Consent Calendar will be enacted in one motion unless removed from the Consent Calendar by Council, staff, or the public.)

1.A Waive Full Text Reading of All Ordinances on the Agenda

Reference: Kristen Steinke, City Attorney

Recommendation: Waive the full text reading of all ordinances included in this agenda; Ordinances shall be introduced and adopted by title only.

1.B City of Lemon Grove Payment Demands

Reference: Rod Greek, Interim Administrative Services Director

Recommendation: Ratify Demands

- 1.C Approval of City Council Meeting Minutes
Reference: Audrey Malone, Deputy City Clerk
Recommendation: Approval of City Council Minutes, meeting of September 21, 2021.

- 1.D Award of Contract for the Berry Street Park Walking Path Extension Project (Contract No. 2021-21)
Reference: Michael Stauffer, Senior Management Analyst
Recommendation: Adopt a resolution approving a contract with MJC Construction for the Berry Street Park Walking Path Extension Project in an amount not-to-exceed \$40,000 (Contract No. 2021-21).

- 1.E Accept the FY 2020-21 Storm Drain Repair Project as Complete (Contract No. 2021-16)
Reference: Michael Stauffer, Senior Management Analyst
Recommendation: Accept the FY 2020-21 Storm Drain Repair Project as Complete (Contract No. 2021-16)

Reports to Council:

- 2. Option Agreement between City of Lemon Grove and the San Diego Community Land Trust
Reference: Noah Alvey, Community Development Manager
Recommendation: Determine that the Option Agreement has expired and direct staff to prepare a report outlining options for developing the subject site for discussion at a future City Council meeting.

- 3. Assembly Bill (AB) 361
Reference: Lydia Romero, City Manager and Audrey Malone, Deputy City Clerk
Recommendation: Receive an overview of Assembly Bill (AB) 361 and adopt a resolution approving the continuation of virtual public meetings in accordance with AB 361.

City Council Reports on Meetings Attended at the Expense of the City

(GC 53232.3 (d)) (53232.3.(d) states that members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.)

City Manager Report

Adjournment

AFFIDAVIT OF NOTIFICATION AND POSTING

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS
CITY OF LEMON GROVE)

I, Audrey Malone, Deputy City Clerk of the City of Lemon Grove, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the City Council of the City of Lemon Grove, California, was delivered and/or notice by email not less than 72 hours, before the hour of 6:00 p.m. on September 30, 2021 to the members of the governing agency, and caused the agenda to be posted on the City's website at www.lemongrove.ca.gov and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

/s/: Audrey Malone
Audrey Malone, Deputy City Clerk

In compliance with the Americans with Disabilities Act (ADA), the City of Lemon Grove will provide special accommodations for persons who require assistance to access, attend and/or participate in meetings of the City Council. If you require such assistance, please contact the City Clerk at (619) 825-3800 or email amalone@lemongrove.ca.gov. A full agenda is available for public review at City Hall.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.A
Meeting Date: October 5, 2021
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Kristen Steinke, City Attorney
Item Title: **Waive the Full Text Reading of all Ordinances**

Summary: Waive the full text reading of all ordinances included in this agenda. Ordinances shall be introduced and adopted by title only.

Environmental Review:

- Not subject to review Negative Declaration
 Categorical Exemption, Section | Mitigated Negative Declaration

Fiscal Impact: None.

Public Notification: None.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.B
Meeting Date: October 5, 2021
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Rod Greek, Interim Administrative Services Director
rgreek@lemongrove.ca.gov
Item Title: **City of Lemon Grove Payment Demands**

Recommended Action: Ratify Demands.

Environmental Review:

- Not subject to review Negative Declaration
 Categorical Exemption, Section | Mitigated Negative Declaration

Fiscal Impact: None.

Public Notification: None.

City of Lemon Grove Demands Summary

Approved as Submitted:

Yolanda Cerezo, Interim Finance Manager
For Council Meeting: 10/05/21

ACH/AP Checks 09/13/21-09/24/21 925,079.16

Payroll - 09/21/21 151,410.48

Total Demands 1,076,489.64

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Aug 21	Wells Fargo	09/13/2021	Bank Service Charge - Aug'21	186.17	1,164.44
				Credit Card Processing-Mo.Svc - Aug'21	9.95	
				Credit Card Transaction Fees - Aug'21	968.32	
ACH	Sep7 21	US Treasury	09/14/2021	Federal Taxes 9/7/21	45,928.56	45,928.56
ACH	73900982	WEX Bank	09/16/2021	Fuel - Fire/PW - Aug'21	2,707.54	2,707.54
ACH	Jul21	San Diego County Sheriff's Department	09/21/2021	Law Enforcement Services - Jul'21	539,954.48	539,954.48
ACH	Aug11-Sep7 21	California Public Empl Retirement System	09/22/2021	Pers Retirement 8/11/21-9/7/21	70,607.93	70,607.93
ACH	Sep21 21	Employment Development Department	09/23/2021	State Taxes 9/21/21	12,534.93	12,534.93
ACH	Sep8-Sep21 21	Calpers Supplemental Income 457 Plan	09/24/2021	457 Plan 9/8/21-9/21/21	9,109.05	9,109.05
ACH	233896	Aflac	09/24/2021	AFLAC Insurance 9/24/21	1,689.44	1,689.44
14838	2021.3184 2021.3250	Chen Ryan	09/15/2021	Prof Svc: Connect Main St Ph 3 thru 3/27/21	16,117.22	46,276.78
				Prof Svc: Connect Main St Ph 3 thru 5/1/21	30,159.56	
14839	1000311856	City of San Diego	09/15/2021	Fuel Services-PW: Aug'21	2,606.57	2,606.57
14840	2801	Clark Telecom & Electric Inc.	09/15/2021	St Light Knock-Down Replacement-McArthur Dr@Star Pine	8,606.54	8,606.54
14841	48955	Colantuono, Highsmith & Whatley, PC	09/15/2021	Legal Svcs: Affordable Housing Aug'21	401.10	401.10
14842	22CTOFLGN02	County of San Diego- RCS	09/15/2021	800 MHZ Network - Aug'21	2,251.50	2,251.50
14843	202100659	County of San Diego/Assessor/Recorder/Clerk	09/15/2021	Recording Services- 8/13/21	95.00	95.00
14844	6800 6800	Crest Equipment Inc	09/15/2021	FY2020-21 Storm Drain Pipe Repairs - Various Locations	90,000.00	90,480.21
				FY2020-21 Storm Drain Pipe Repairs - Various Locations	480.21	
14845	6687	D- Max Engineering Inc	09/15/2021	D-Max Stormwater Prof Svcs 5/1/21-5/31/21	2,355.00	2,355.00
14846	3568860625/0921 4154920380/0921 Aug21	SDG&E	09/15/2021	Electric Usage:St Light 8/1/21-8/31/21	1,523.17	14,953.26
				Electric Usage:St Light 8/1/21-8/31/21	2,225.48	
				Gas & Electric 7/23/21-8/20/21	11,204.61	
14847	0001398898-IN	WEX Health, Inc.	09/15/2021	COBRA - Monthly/Aug'21	85.00	85.00
14848	8/13/21-9/12/21	AT&T	09/22/2021	Phone Service 8/13/21-9/12/21	93.60	93.60
14849	273891-Aug21 273892-Aug21 273893-Aug21 273894-Aug21 273895-Aug21 273896-Aug21 273897-Aug21 273898-Aug21 273899-Aug21 273900-Aug21	Burke, William, & Sorensen, LLP	09/22/2021	08250-0001 General Aug21	10,662.20	24,491.49
				08250-0002 Code Enf Aug21	780.20	
				08250-0004 Affordable Housing Aug21	199.20	
				08250-0005 Aug21	66.40	
				08250-0007 COVID-19 Aug21	99.60	
				08250-0008 Aug21	7,017.80	
				08250-0012.001 Aug21	498.00	
				08250-0011.001 Aug21	1,958.80	
				08250-0011.002 Aug21	2,528.69	
				08250-0011.003 Aug21	680.60	
14850	Oct 2021	California Dental Network Inc	09/22/2021	California Dental Insurance -Oct21	245.17	245.17
14851	62339 63717	Horrocks Engineers Inc	09/22/2021	Prof Eng Svcs: FY19/20 Sewer Rehab Proj thru 6/30/21	24,540.00	38,893.00
				Prof Eng Svcs: FY19/20 Sewer Rehab Proj thru 8/31/21	14,353.00	
14852	21-4998	I love a Clean San Diego	09/22/2021	ILACSD Recycling Educ Community Outreach Events thru 8/31/21	550.00	550.00
14853	9/21/21	ICMA	09/22/2021	ICMA Deferred Compensation Pay Period Ending 9/21/21	780.77	780.77
14854	1696	Janazz, LLC SD	09/22/2021	17" Laptop/Business Laptop w/Webcam - PW Ops Mgr/Eng Inspector	1,733.07	1,733.07
14855	Sep 21 Sep 7	Southern CA Firefighters Benefit Trust	09/22/2021	LG Firefighters Benefit Trust 9/21/21	876.85	1,753.70
				LG Firefighters Benefit Trust 9/7/21	876.85	
14856	STMT 8/23/2021 STMT 8/23/2021 STMT 8/23/2021	US Bank Corporate Payment Systems	09/22/2021	Batteries & Water - Fire	82.16	4,731.03
				American and State Flags	55.00	
				ID Engraving - Hose Clamps	25.86	

STMT 8/23/2021	Saw Blade for Rescue Saw - E10	412.54	
STMT 8/23/2021	Fuel - Dixie Fire Deployment 8/10/21	75.00	
STMT 8/23/2021	Air Line - E10	57.10	
STMT 8/23/2021	Mask & Helmet Names/Locker Nametags - Fire	51.56	
STMT 8/23/2021	State of the City Address Arrangements	250.00	
STMT 8/23/2021	Replacement Hooks for Cab - E210	13.77	
STMT 8/23/2021	Job Postings - Fin Mgr/Comm Spec/MSW	366.14	
STMT 8/23/2021	Job Posting - Finance Manager	400.00	
STMT 8/23/2021	Nitrile Gloves	190.35	
STMT 8/23/2021	Welding Helmet - PW Streets	35.55	
STMT 8/23/2021	Gas Cans for Diesel Fuel - PW Streets	107.72	
STMT 8/23/2021	Replacement Epson XP Printer/Mouse - LGPW#26	270.42	
STMT 8/23/2021	Belt Sander - PW Facilities	64.60	
STMT 8/23/2021	Daycamp Supplies	151.27	
STMT 8/23/2021	Movie in the Park 8/13/21	488.40	
STMT 8/23/2021	Concert in the Park Supplies	3.22	
STMT 8/23/2021	National Night Out Supplies 8/3/21	15.38	
STMT 8/23/2021	Daycamp/Waterslide 7/21/21	350.00	
STMT 8/23/2021	Daycamp/Waterslide 8/4/21	350.00	
STMT 8/23/2021	Daycamp/Laser Tag 8/11/21	450.00	
STMT 8/23/2021	Daycamp/Laser Tag 8/13/21	450.00	
STMT 8/23/2021	Zoom Subscription for Online Mtgs	14.99	
		925,079.16	925,079.16



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.C
Meeting Date: October 5, 2021
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Audrey Malone, Deputy City Clerk
amalone@lemongrove.ca.gov
Item Title: **Approval of City Council Meeting Minutes**

Recommended Action: Approval of City Council Meeting Minutes, meeting of September 21, 2021.

Environmental Review:

- Not subject to review Negative Declaration
 Categorical Exemption, Section | Mitigated Negative Declaration

Fiscal Impact: None.

Public Notification: None.

**MINUTES OF THE VIRTUAL REGULAR MEETING
OF THE LEMON GROVE CITY COUNCIL
TUESDAY, September 21, 2021 at 6 PM**

*The City Council also sits as the Lemon Grove Housing Authority,
Lemon Grove Sanitation District Board, Lemon Grove Roadway Lighting District Board,
and Lemon Grove Successor Agency.*

The Regular Meeting of the City Council of the City of Lemon Grove, California, took place virtually pursuant to California Governor Executive Orders N-25-20, N-29-20 and N-35-20, and in the interest of public health and safety. City Council and other public meetings will be held virtual through Zoom audio only to prevent and mitigate the spread and effects of COVID.

Call To Order:

Mayor Racquel Vasquez called the Regular Virtual City Council Meeting to order at 6:02 p.m.

Present:

Mayor Racquel Vasquez, Mayor Pro Tem Jerry Jones, Councilmember Jennifer Mendoza, Councilmember Liana LeBaron, and Councilmember George Gastil.

Staff Members Present:

Lydia Romero, City Manager, Kristen Steinke, City Attorney, Mike James, Assistant City Manager/Public Works Director, Noah Alvey, Community Development Manager, Steve Swaney, Fire Chief, Michael Stauffer, Senior Management Analyst and Audrey Malone, Deputy City Clerk.

Changes to the Agenda:

None.

Presentation(s):

Mayor Vasquez acknowledges National Hispanic Heritage Month by recognizing Lalo Alcaraz with a Proclamation.

Pledge of Allegiance:

Pledge of Allegiance to the Flag was led by Councilmember Gastil.

Public Comment:

Email Submitted – *Read out-loud by Audrey Malone, Deputy City Clerk*

- Jessyka Heredia
- Peggy Walker (received pasted deadline)
- Brenda Keliinoi (received pasted deadline)
- Kelly McCormick (received passed deadline)
- Kathleen Lippitt (received passed deadline)

Presentation(s):

East County Homeless Task Force, Anna Marie Piconi Snyder, ECHTF Steering Committee member: Founder and CEO, You Did It For Me, Inc. and Bonnie Baranoff, Organizational Management Consultant, East County Homeless Task Force

Consent Calendar:

Public Comment:

Email Submitted – *Read out-loud by Audrey Malone, Deputy City Clerk*

- Erik Hauenstein

Mayor Vasquez asks staff to address public comment. Mike James Assistant City Manager/Public Works Director responds to comment.

**Mayor calls for a meeting recess at 7:01pm due to microphone issues.
Mayor Vasquez reconvenes meeting at 7:06pm.**

- 1.A Waive Full Text Reading of All Ordinances on the Agenda
- 1.B City of Lemon Grove Payment Demands
- 1.C Approval of City Council Meeting Minutes Meeting of September 7, 2021
- 1.D Local Agency Improvement Fee Report Fiscal Year 2020- 2021
- 1.E Acceptance of FY 2020 State Homeland Security Grant Program (SHSGP) Funds
- 1.F Award of Contract for Replacement of the Public Works Yard Wall

Action: Motion by Mayor Pro Tem Jones seconded by Councilmember Gastil, to approve the Consent Calendar Items 1.A – 1F.

The motion passed by the following vote:

Ayes: Vasquez, Jones, Mendoza, Gastil.

Noes: LeBaron.

Absent: None.

Reports to Council:

2. Approve an Application for the Outdoor Equity Grant Program

Mayor Vasquez calls on Michael Stauffer, Senior Management Analyst to present staff report.

Council provides final comments.

Action: Motion by Mayor Pro Tem Jones seconded by Councilmember Gastil, to adopt a resolution approving an application for Outdoor Equity Grant Program funding from the California Department of Parks and Recreation, Office of Grants and Local Services.

The motion passed by the following vote:

Ayes: Vasquez, Jones, Mendoza, LeBaron, Gastil.

Noes: None.

Absent: None.

City Council Reports on Meetings Attended at the Expense of the City

Councilmember Gastil

- MTS Executive Meeting
- MTS Board Meeting
- East County Economic Development Council Meeting
- SANDAG Joint Committee Meeting

Councilmember Mendoza

- Lemon Grove Clergy Meeting
- SANDAG Joint Committee Meeting
- Lemon Grove Food Distribution
- Goodwill Industry Lunch

Councilmember LeBaron

- None.

Mayor Pro Tem Jones

- IROC Meeting

Mayor Vasquez

- CAL-OES COVID-19
- California Mayors Collation Meeting
- COVID-19 San Diego County Update
- Meeting with the California Governor's Office of business

City Manager Report:

Lydia Romero, City Manager

- None.

Adjournment:

There being no further business to come before the Council, Mayor Vasquez adjourns meeting at 7:35p.m. to the next Regular City Council Meeting on Tuesday, October 5, 2021.

Audrey Malone
Deputy City Clerk



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.D
Meeting Date: October 5, 2021
Submitted to: Honorable Mayor and Members of the City Council
Department: Public Works Department
Staff Contact: Michael Stauffer, Senior Management Analyst
mstauffer@lemongrove.ca.gov
Item Title: **Award of Contract for the Berry Street Park Walking Path Extension Project (Contract No. 2021-21)**

Recommended Action: Adopt a resolution (**Attachment A**) approving a contract (**Attachment B**) with MJC Construction for the Berry Street Park Walking Path Extension Project in an amount not-to-exceed \$40,000 (Contract No. 2021-21).

Summary: In support of City Council's adopted FY2021-22 Capital Improvement Program, City staff requested a quote for Phase II of the Berry Street Park Walking Path project. Phase II of the project will extend the existing concrete walking pathway approximately 776 linear feet. The cost for replacement falls below the City's formal bidding requirement of \$60,000. One quote was obtained from MJC Construction with a base cost of \$37,248.

Discussion: Phase I of the Berry Street Park Walking Path project was completed in FY 2020-21 and consisted of removing and replacing 600 linear feet of decomposed granite with a concrete walking path. Phase II will extend the project by adding an additional 776 linear feet of concrete pathway, completing a walking loop around the park site.

The scope of work includes:

- Removal of existing decomposed granite pathway 3.5" below existing grade;
- Remove all plastic borders and stakes;
- Pour new concrete pathway;
- Provide minimal 1% fall along the concrete path;
- Include control joints at 5' intervals; and
- Check elevations along sloped areas.

Per Section 3.24.120 of the Lemon Grove Municipal Code, construction projects less than \$60,000 may be performed by City employees, by force account, by negotiated contract or by purchase order. City Council is the awarding authority for those contracts. MJC Construction submitted a base quote of \$37,248. Staff reviewed MJC Construction’s proposal, project work history, references, and construction license and found them all to be positive and in good standing. MCJ Construction has also successfully performed similar work to the satisfaction of the City in the past, including Phase I of this project. Therefore, staff concludes that MJC Construction will perform the work to the best benefit and advantage of the City and recommends award of a construction contract. Based on the project scope of work, staff recommends the following project budget:

Description	Amount
Construction Costs	\$37,248
Contingency (7% of construction costs)	\$2,752
PROJECT TOTAL	\$40,000

Environmental Review:

- Not subject to review
 Negative Declaration
 Categorical Exemption, Section | | Mitigated Negative Declaration

Fiscal Impact: Funding in the amount of \$40,000 is budgeted in the current fiscal year from Account Numbers 01-50-14-7080 and 05-00-00-7082.

Public Notification: None.

Staff Recommendation: Adopt a resolution (**Attachment A**) approving a contract (**Attachment B**) with MJC Construction for the Berry Street Park Walking Path Extension Project in an amount not-to-exceed \$40,000 (Contract No. 2021-21).

Attachments:

Attachment A – Resolution

Attachment B – Contract

RESOLUTION NO. 2021 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, APPROVING A CONTRACT WITH MJC CONSTRUCTION
FOR THE BERRY STREET PARK WALKING PATH EXTENSION PROJECT
(CONTRACT NO. 2021-21)**

WHEREAS, since 2015, the walking path at Berry Street Park has eroded and is in need of significant repairs; and

WHEREAS, in FY 2020-21, approximately 600 linear feet of the decomposed granite path was replaced with concrete; and

WHEREAS, on June 15, 2021, the City Council adopted the FY 2021-22 Operating and Capital Improvement Program budgets; and

WHEREAS, the Capital Improvement Program budget includes funding to complete an extension of the concrete pathway at Berry Street Park; and

WHEREAS, Section 3.24.120 of the Lemon Grove Municipal Code, provides that construction projects less than \$60,000 may be performed by city employees by force account, by negotiated contract or by purchase order; and

WHEREAS, staff solicited a quote for extension of the walkway; and

WHEREAS, MJC Construction submitted a base quote of \$37,248; and

WHEREAS, staff reviewed MJC Construction's proposal, project work history, references, and construction license and found them all to be positive and in good standing; and

WHEREAS, staff concludes that MJC Construction will perform the work to the best benefit and advantage of the City and recommends award of a construction contract; and

WHEREAS, the City Council finds it in the public interest that a contract for said project is awarded.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California, hereby:

1. Approves the design, plans and specifications for the Berry Street Park Walking Path Extension Project (Contract No. 2021-21); and
2. Approves a contract with MJC Construction to complete the work; and
3. Establishes a total project budget not to exceed \$40,000 funded from account numbers 01-50-14-7080; and 05-00-00-7082; and
4. Directs the City Manager, or her designee, to negotiate, execute and manage all contracts necessary to complete the project.

PASSED AND ADOPTED on October 5, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, Deputy City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

Berry Street Walking Path Extension Project (Contract No. 2021-21)

THIS CONTRACT, made and entered into on the date of the last signature, by and between the City of Lemon Grove, California, herein after designated as the "City", and **MJC Construction** hereinafter designated as the "Contractor".

WITNESSETH: that the parties hereto do mutually agree as follows:

1. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees with the City to furnish all materials and labor for the Public Works Yard Wall Construction Project (Contract No. 2021-20) and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and specifications therefore; to furnish at his own proper cost and expense all tools, equipment, labor and materials necessary therefore; and to do everything required by this agreement and the said plans and specifications.
2. For furnishing all said materials and labor, tools and equipment, and doing all the work contemplated and embraced in this Contract, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in said specifications are expressly stipulated to be borne by the City and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications, the City will pay and the Contractor shall receive in full compensation therefore the sum of thirty-seven thousand two hundred forty-eight dollars and zero cents (\$37,248.00).
3. The City hereby promises and agrees to employ, and does hereby employ said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid and hereby conditions set forth in the specification; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. The Notice Inviting Bids, Instructions To Bidders, Bid Forms, Agreement and Bond Forms, Construction Administration Forms, Completion of the Project Forms, General Requirements and General Conditions, Drawings, Plans and Specifications, Addenda, Allowances, and all amendments thereof, are hereby incorporated in and made part of this Contract.
5. The City, the City's representative, City Consultants and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work, provided,

Berry Street Walking Path Extension Project (Contract No. 2021-21)

however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the City, its representatives, employees, agents and authorized volunteers who are directly responsible to the City.

- a. Contractor shall indemnify the City, City Council, City officials, City employees, City representatives, and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the City, City Council, City officials, City employees, City representatives, and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the City, City Council, City officials, City employees, City representatives, authorized volunteers, or those who are directly responsible to them; and in connection therewith:
 - I) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
 - II) Contractor will promptly pay any judgment rendered against Contractor, the City, City Council, City officials, City employees, City representatives, and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the City, City Council, City officials, City employees, City representatives, and authorized volunteers harmless there from.
 - III) In the event the City, City Council, City officials, City employees, City representatives, and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the City, City Council, City officials, City employees, City representatives, and authorized volunteers any and all costs and expenses incurred by the City, City Council, City officials, City employees, City representatives, and authorized volunteers in such action or proceeding together with reasonable attorney's fees.
 - IV) The City may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.

Berry Street Walking Path Extension Project (Contract No. 2021-21)

6. Claims, disputes and other matters in question between the parties to this Contract, arising out of or relating to this Contract or the breach thereof, may be decided by arbitration if both parties to this Contract consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Contract, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Contract except by written consent containing a specific reference to this Contract and signed by CONTRACTOR, CITY, and any other person sought to be joined. (Any Consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration is to be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim; dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7. The Contractor agrees to comply with all Local, State and Federal regulations and with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.
8. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorney's fees.
9. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
10. In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit for a period of three (3) years after final payment.
11. Contractor shall comply with all applicable local, state, and federal laws, regulations, and ordinances when performing the work required by this contract

Berry Street Walking Path Extension Project (Contract No. 2021-21)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each of which shall be deemed an original the day and year first above written.

CONTRACTOR:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Federal ID Number: _____

CITY:

By: _____

Title: City Manager, City of Lemon Grove

Date: _____

ATTEST:

By: _____

Title: Deputy City Clerk, City of Lemon Grove

(Notaries acknowledgement of execution by all PRINCIPALS OF CONTRACTOR shall be attached.)

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, _____ was _____ then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Berry Street Walking Path Extension Project (Contract No. 2021-21)

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was _____ then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

Berry Street Walking Path Extension Project (Contract No. 2021-21)

PARTNERSHIP CERTIFICATE

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____ (Notary Seal)

Known to me to be _____ of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature:

Name (Type or Print):

(Notary Public in and for said County and State)

My Commission expires:



REQUEST FOR QUOTE

THE CITY OF LEMON GROVE
IS REQUESTING QUOTES FOR

Installation of concrete sidewalk Berry Park

CONTRACT NO. 2021-21

SCOPE OF WORK:

A lump sum bid shall include the price for:

- Remove all plastic stakes and borders
- Excavate and remove 3104 SF minimum four inches of existing grade
- Install 776 LF at 4 FT width PCC asphalt concrete C2500 at minimum 1% fall SDRSD G7 meeting all grade and elevation differentials
- Control joints per drawing G9 SDRSD
- Contractor may dispose debris at City yard

All work to be performed utilizing the most recent publications of San Diego Regional Standard Drawings and Standard Specifications for Public Works Construction (Green book) and detailed drawing specific to concrete masonry block wall standard drawing BH-114

GENERAL INFORMATION:

PROTECTION:

Contractor shall be responsible for proper and adequate shielding of his work site to prevent injury to persons or damage to public or private property, and will assume all liability should injury to persons or damage to property occur.

Contractor shall provide all necessary means to safeguard the work areas.

All traffic control and work shall be done in accordance with the latest revised edition of the Manual of Traffic Control for Construction and Maintenance Work Zones published by CALTRANS.

Contractor to protect work site with required "Best Management Practices"

LICENSE:

Contractor must possess a class A general contractor's license, Lemon Grove City business License and a California State Contractor's License.

PREVAILING WAGE:

SR

Prevailing wage provisions required pursuant to the labor code of the State of California Department of Industrial Relations. The Contractor and subs shall not pay an employee less than the prevailing wage rate for all labor provided to the job site.

COMPENSATION:

Full compensation for all Labor, Equipment, Mobilization and traffic control shall be considered in the lump sum bid price. No additional compensation will be allowed.

INSURANCE:

The successful bidder shall provide proof of:

- 1) Commercial General Liability Insurance
\$1,000,000.00 per occurrence, \$2,000,000.00 for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
- 3) Employer's Liability:
\$1,000,000 per accident for bodily injury or disease.
- 4) Workers Compensation Insurance:
As required by the State of California and Employer's Liability Insurance.
- 5) Performance Bond
Contracts exceeding \$25,000 requires a Performance Bond equal to 100% of full contract cost prior to notification to proceed.

BID SUBMITTAL:

Submit quote to: Thomas Bell, Operations & Administrations Manager Public Works
3232 Main St.
Lemon Grove, CA 91945
Or Email tbell@lemongrove.ca.gov

BIDS MUST BE RECEIVED PRIOR TO 1:00 P.M.

SEPT 15, 2021

If you have any questions, contact Thomas Bell @ 619-490-0017 or Email tbell@lemongrove.ca.gov

LUMP SUM BID: \$ 37,248⁰⁰

LUMP SUM BID IN WORDS: THIRTYSEVEN THOUSAND TWO HUNDRED FORTY EIGHT
and zero cents

LEMON GROVE BUSINESS LICENSE: 4324

CALIFORNIA STATE CONTRACTORS LICENSE NUMBER: 754128

COMPANY NAME: HJC Construction

TELEPHONE: BUSINESS: 666-2409 EMERGENCY: 666-2409

AUTHORIZED SIGNATURE:  9-8-2021

COMPANY CONTACT: Javier Jimenez
(Please print)

ALL WORK MUST BE COMPLETED WITHIN THIRTY (45) CALENDER DAYS OF EXECUTION OF NOTICE TO PROCEED

(The City of Lemon Grove reserves the right to refuse any bid)



MJC
CONSTRUCTION
 LIC# 754128
 3015 Sylvia Street
 Bonita, CA 91902
 PH: 619-472-5619

Proposal / Contract

Project#	-9-0921
Proposal Date:	9/9/2021
Proposal #:	021297

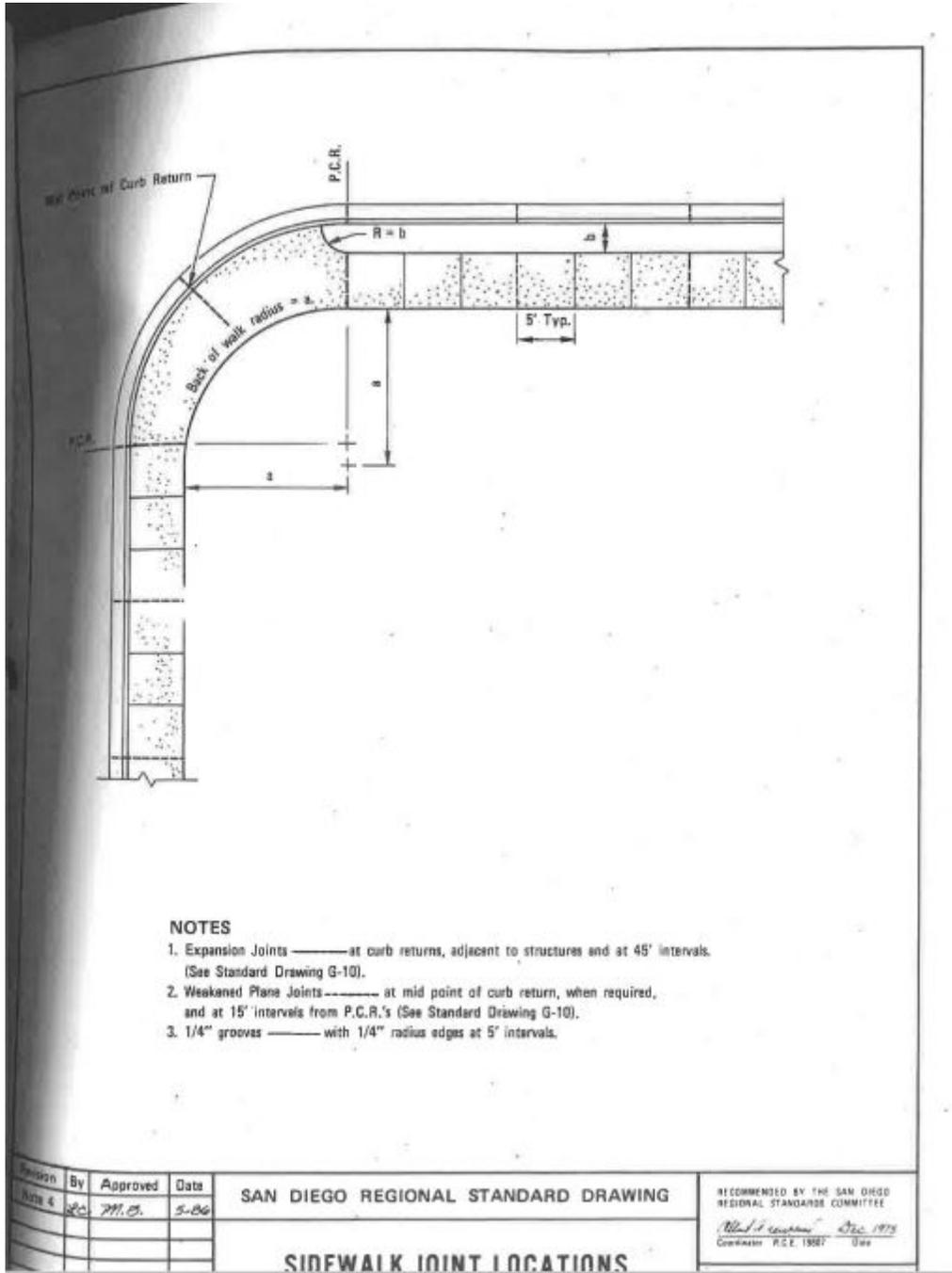
Bill To:
City of Lemon Grove 3232 Main St Lemon Grove, Ca 91945

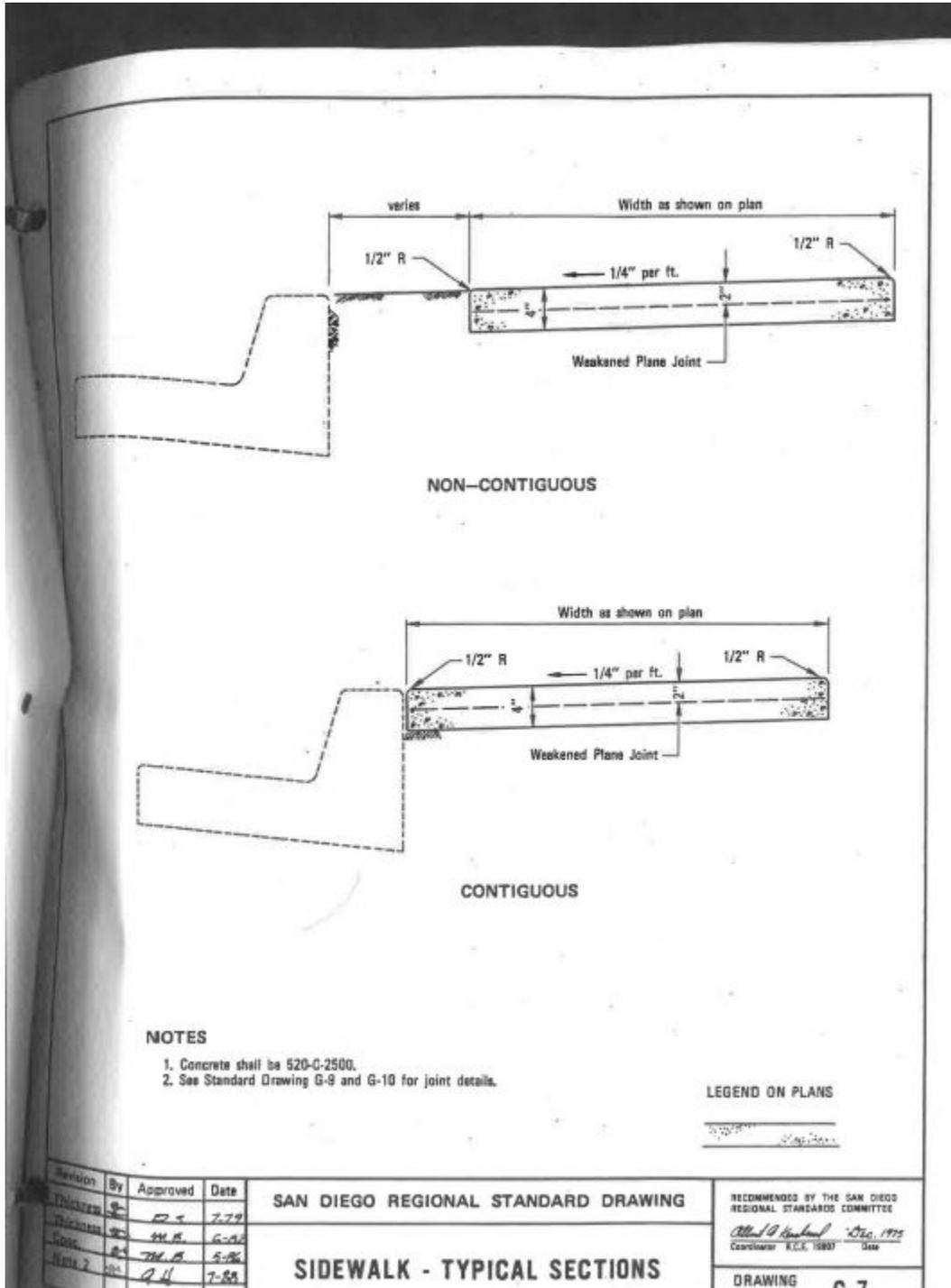
Item	Description	Qty	Rate	Total
09-0921	<p>INSTALLATION OF CONCRETE SIDEWALK BERRY PARK PHASE II</p> <p>1. Remove all plastic stakes and boarders</p> <p>2. Excavate and remove 3104 sqft, minimum 4" of existing grade @</p> <p>3. Install 776 LF at 4 ft width (3104 sqft) PCC asphalt concrete C2500 at minimum 1% fall SDRSD G7 meeting all grade elevation differentials @ \$12.00 per sqft.\$37,248.00</p> <p>NOTE: CONTRACTOR MAY DISPOSE DEBRIS AT CITY</p> <p>INCLUDES: CONTROL JOINTS PER DRAWING G9 SDRSD, ALL LABOR MATERIAL AND EQUIPMENT.</p> <p>EXCLUDES: PERMITS, BONDS, SURVEYING, SOILS TESTS</p>		37,248.00	37,248.00

Approved By: 

Total	\$37,248.00
--------------	-------------









CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.E
Meeting Date: October 5, 2021
Submitted to: Honorable Mayor and Members of the City Council
Department: Public Works Department
Staff Contact: Michael Stauffer, Senior Management Analyst
mstauffer@lemongrove.ca.gov
Item Title: **Accept the FY 2020-21 Storm Drain Repair Project as Complete (Contract No. 2021-16)**

Recommended Action: Adopt a resolution (**Attachment A**) accepting the Fiscal Year 2020-21 Storm Drain Repair Project as complete (Contract No. 2021-16).

Summary: The City Council awarded the Fiscal Year 2020-21 Storm Drain Repair Project to Crest Equipment, Inc. on June 1, 2021 not to exceed a project budget of \$98,500. The project consisted of various storm drain repairs located throughout the City. Staff completed its final inspection of the improvements and determined that the work was completed per the contract specifications. The total cost of the project was \$103,721.36.

Discussion: On June 1, 2021, Crest Equipment, Inc. was awarded the FY 2020-21 Storm Drain Repair Project (Contract No. 2021-16) with a total contract amount of \$88,500. The project included a \$10,000 contingency for a total project budget amount of \$98,500. Two changes in the field to the work were required to complete the project.

1. An A4 clean-out was added to meet the condition of the grade in the field at a cost of \$4,200; and
2. 110 linear feet of 18" RCP had to be rerouted due to inadequate depth at a cost of \$11,021.36.

The total final project cost was \$103,721.36. On August 23, 2021, staff completed the final inspection of the improvements and determined the work was completed per the contract specifications.

RESOLUTION NO. 2021 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, ACCEPTING THE FISCAL YEAR 2020-21 STORM DRAIN
REPAIR PROJECT AS COMPLETE (CONTRACT NO. 2021-16)**

WHEREAS, on June 1, 2021, the City Council awarded the Fiscal Year 2020-21 Storm Drain Repair Project to Crest Equipment, Inc. (Contract No. 2021-16); and

WHEREAS, the contract bid amount was established at \$88,500; and

WHEREAS, the project budget include a \$10,000 contingency for a total project budget of \$98,500; and

WHEREAS, two changes in the field were required to complete the project and increased the total project cost of \$98,500 to \$103,721.36; and

WHEREAS, the final project cost was allocated for this project from Gas Tax and TransNet funds; and

WHEREAS, on August 23, 2021, Crest Equipment, Inc. completed the scope of work as defined by the original contract and changes in the field; and

WHEREAS, City staff inspected all of the improvements and determined that Crest Equipment, Inc. fulfilled its contractual obligations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby:

1. Accepts the work for the Fiscal Year 2020-21 Storm Drain Repair Project as complete (Contract No. 2021-16); and
2. Authorizes the City Manager or her designee to file a notice of completion with the County of San Diego; and
3. Authorizes city staff to release the retention no sooner than thirty (30) days after the notice of completion is filed.

PASSED AND ADOPTED on October 5, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, Deputy City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 2

Meeting Date: October 5, 2021

Submitted to: Honorable Mayor and Members of the City Council

Department: Community Development Department

Staff Contact: Noah Alvey, Community Development Manager
Nalvey@lemongrove.ca.gov

Item Title: **Option Agreement between City of Lemon Grove and the San Diego Community Land Trust**

Recommended Action: Determine that the Option Agreement has expired and direct staff to prepare a report outlining options for developing the subject site for discussion at a future City Council meeting.

Summary: In September 2014, the City of Lemon Grove (City) and San Diego Community Land Trust (SDCLT) entered into a Purchase Option Agreement (Option Agreement) for the eventual sale of 8084 Lemon Grove Way which is Lemon Grove Housing Authority owned land. The Option Agreement requires SDCLT to complete milestones by specified dates to ensure that SDCLT progresses towards purchase of 8084 Lemon Grove Way. The final project milestone; securing building and site improvement permits and securing, as to form, the 99-year ground lease proposed to be used as the conveyance of Affordable Unit interests; was to be completed by May 19, 2016, and the Ninth Option Amendment extended this date to June 30, 2021 and the option term to September 22, 2021.

Prior to the expiration of the Option Agreement SDCLT submitted a request to have the Option Agreement assigned to Habitat for Humanity for completing the construction of the project. Staff subsequently worked with Habitat for Humanity to update the Option Agreement, but Habitat for Humanity ultimately decided not to participate in the Option Agreement. If the City Council determines that the final project milestone has not been exercised in accordance with the provisions and conditions of the Option Agreement, then the Option Agreement will expire. Staff recommends that the City Council direct staff to prepare a report outlining options for developing the subject site for discussion at a future

City Council meeting, if the Option Agreement expires.

Discussion: On September 22, 2014, the City and SDCLT entered into an Option Agreement for the eventual sale of 8084 Lemon Grove Way, which is owned by the Housing Authority (**Attachment A**). A nine-unit housing development is currently entitled on the subject property based on approvals in 2007 and amendments approved on March 1, 2016. The Option Agreement allows SDCLT to purchase the property for one dollar per unit in exchange for constructing the units and restricting them to moderate income households via their 99-year ground lease mechanism. The Option Agreement requires SDCLT to achieve certain project milestones by specified dates to ensure project feasibility.

The first milestone—submission of a business plan, was to be achieved by December 2014. The business plan was submitted on December 1, 2014, and the City Council reviewed the business plan and provided feedback to SDCLT on January 6, 2015.

The second milestone, securing entitlements and construction financing, was to be achieved by September 2, 2015, and October 19, 2015, respectively. Minimal revisions to the approved Tentative Map (TM0052) and Planned Development Permit (PDP06-09) were proposed and amendments to the floor and elevation plans were approved by the City Council on March 1, 2016. Entitlements for both the tentative map and planned development permit are secured since there has been substantial progress towards the issuance of a final map, grading plan, improvement plan and building permits for the completion of the project. While the first three amendments extended the deadline to provide evidence of construction financing, the fourth amendment approved on October 17, 2017, revised the second milestone to allow SDCLT to secure financing a minimum of 10 days prior to exercising the option.

The third milestone, submission of building and site improvement applications, was to be achieved by April 4, 2016. This milestone required submission of development plans and technical studies required for a grading permit, building permit, landscape permit, and a final map. Appropriate plans and reports include building and site construction plans, grading plans, a landscape documentation package, an acoustical analysis, a Storm Water Quality Management Plan and a hydrology report, and potentially other necessary reports, studies, and plans in accordance with City Council Resolutions 2694 and 2695, which approved TM0052 and PDP06-09 respectively. In February of 2016, SDCLT submitted the necessary permit applications achieving the third milestone.

The fourth milestone, securing building and site improvement permits and securing approval as to form of the 99-year ground lease proposed to be used as the conveyance of

Affordable Unit interests, was originally to be achieved by May 19, 2016. However, subsequent amendments to the Purchase Option Agreement extended the deadline to June 30, 2021 and the option term to September 22, 2021. The fourth milestone requires that the permits applied for in the third milestone be issued and improvements secured either through a bond or cash deposit with appropriate fees paid prior to transfer of the Property.

City Council approved the Ground Lease as to form on October 17, 2017 and multiple building and improvement plan checks have occurred to date. The project Storm Water Quality Management Plan was finalized on March 28, 2019 and only minor Grading and Improvement Plan corrections remain.

In conjunction with the Ninth Amendment to the Option Agreement, SDCLT proposed to work with Habitat for Humanity to complete the project. Since the approval of the Ninth Amendment to the Option Agreement on August 4, 2020, SDCLT requested that the Option Agreement be assigned to Habitat for Humanity for completing the project. Staff subsequently worked with Habitat for Humanity to amend the Option Agreement, but Habitat for Humanity ultimately decided not to participate in the Option Agreement.

If the City Council determines that the final project milestone has not been exercised in accordance with the provisions and conditions of the Option Agreement, then the Option Agreement will expire and both the City and SDCLT shall have no further obligations. If the Option Agreement is allowed to expire, staff recommends that the City Council direct staff to develop a report outlining options for developing the subject site for discussion at a future City Council meeting.

Environmental Review:

- Not subject to review Negative Declaration
 Categorical Exemption, Section | | Mitigated Negative Declaration

Fiscal Impact: None.

Public Notification: None.

Staff Recommendation: Determine that the Option Agreement has expired and direct staff to develop a report outlining options for developing the subject site for discussion at a future City Council meeting.

Attachments:

Attachment A – Option Agreement

RESOLUTION NO. 2014-3284

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA
APPROVING AN OPTION AGREEMENT AND A REAL ESTATE PURCHASE AND SALE
AGREEMENT WITH THE SAN DIEGO COMMUNITY LAND TRUST FOR THE PARCEL
IDENTIFIED AS 8084 LEMON GROVE WAY (APN 475-450-19-00)**

WHEREAS, on June 20, 2006 and June 19, 2007, the former Lemon Grove Community Development Agency and a developer entered into loan agreements for the development of nine townhome units at 8084 Lemon Grove Way; and

WHEREAS, said developer defaulted on the loan agreements, resulting in the parcel identified as 8084 Lemon Grove Way becoming property of the City of Lemon Grove; and

WHEREAS, in 2014, the San Diego Community Land Trust proffered a formal offer to purchase 8084 Lemon Grove Way from the City; and

WHEREAS, the San Diego Community Land Trust's offer includes a commitment to develop and construct a minimum of nine affordable housing units to be ground leased for a 99-year period to households earning from 80 percent to 120 percent of the San Diego Area Median Income at the time of sale or resale; and

WHEREAS, the provision of these affordable for sale units helps meet the City's moderate housing targets established by the Regional Housing Needs Assessment (January 1, 2013 – December 31, 2020); and

WHEREAS, on June 17, 2014, the City Council directed staff to negotiate purchase agreements with the San Diego Community Land Trust, based on its offer; and

WHEREAS, the City has negotiated an Option Agreement and a Real Estate Purchase and Sale Agreement with the San Diego Community Land Trust; and

WHEREAS, the City Council has reviewed said agreements; and

WHEREAS, the City Council finds it in the best interest of the City of Lemon Grove to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby:

1. Approves an Option Agreement (Exhibit 1) between the City of Lemon Grove and the San Diego Community Land Trust and authorizes the City Manager to execute said Option Agreement and related documents subject to minor modifications; and
2. Approves a Real Estate Purchase and Sale Agreement (Exhibit 2) between the City of Lemon Grove and the San Diego Community Land Trust and authorizes the City Manager to execute said Real Estate Purchase and Sale Agreement and related documents subject to minor modifications.

////

////

PASSED AND ADOPTED: On September 16, 2014, the City Council of the City of Lemon Grove, California adopted resolution No. 2014-3284 by the following vote:

COUNCILMEMBERS

	AYES	NOES	ABSTAIN	ABSENT
Mary Teresa Sessom	xx			
Howard Cook	xx			
George Gastil	xx			
Jerry Jones	xx			
Racquel Vasquez	xx			



MARY TERESA SESSOM, Mayor

Attest:


SUSAN GARCIA, City Clerk

OPTION AGREEMENT

THIS OPTION AGREEMENT ("**Agreement**") is made as of September 22, 2014 ("**Effective Date**"), between THE CITY OF LEMON GROVE a public body. ("**Optionor**") and THE SAN DIEGO COMMUNITY LAND TRUST a California 501(c)(3) non-profit organization ("**Optionee**"), who agree as follows:

1. Recitals. This Agreement is made with reference to and in contemplation of the following facts and circumstances:

1.1 Optionor is the fee owner of that certain real property located at 8084 Lemon Grove Way (APN 475-450-19-00), in the City of Lemon Grove, County of San Diego, State of California, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("**Property**").

1.2 Optionee desires to foster affordable home ownership (via long term ground lease) in the City of Lemon Grove through the development on the Property of nine permanently affordable ownership homes ("**Affordable Units**").

1.3 Optionee desires to obtain the exclusive right and option to purchase the Property from Optionor upon and subject to the provisions and conditions set forth herein, and Optionor is willing to grant such exclusive right and option to Optionee as so provided.

2. Grant of Option. Subject to the approval of the City Council of the City of Lemon Grove, (said approval to be secured prior to execution of this Agreement), Optionor hereby grants to Optionee, upon and subject to the provisions and conditions set forth herein, the exclusive right and option to purchase the Property from Optionor during the Option Term (the "**Option**").

3. Option Consideration and Optionee Obligation. As consideration for the execution by Optionor of this Agreement and Optionor's performance hereunder, Optionee shall pay to Optionor the cash amount of one dollar (\$1.00) upon the Effective Date (the "**Option Consideration**"). The Option Consideration shall not be credited to the Purchase Price. The Option Consideration shall be deemed fully earned when paid. In addition to the Option Consideration, Optionor's agreement to grant the Option is specifically conditioned upon Optionee's agreement, as evidenced by signature to this agreement, to develop and construct a minimum of nine (9) affordable housing units to be ground leased for a 99-year period to households earning from 80 percent to 120 percent of the San Diego Area Median Income, as published annually by the State of California Department of Housing and Community Development, or successor agency, at the time of sale or resale (via ground lease).

4. Option Term. The Option may be exercised upon the Effective Date and shall expire two years from the Effective Date (the "**Option Term**"), unless terminated earlier under the terms of Section 6 or extended by mutual written agreement of the parties. If the Option is not exercised in accordance with the provisions and conditions hereof during the Option Term, then the Option shall expire and the parties shall have no further obligations under this Agreement with the exception of any surviving indemnification obligations as provided in this Agreement.

5. Exercise of Option. Optionee may exercise the Option at any time during the Option Term by providing Optionor with written notice of its election to exercise the Option (the "**Exercise Notice**").

5.1 If Optionee elects to exercise the Option, then Optionee and Optionor shall promptly execute and deliver that certain Real Estate Purchase and Sale Agreement in the form set forth on Exhibit "B" attached hereto and incorporated herein by this reference (the "**Purchase Agreement**").

5.2 The Purchase Agreement sets forth the provisions and conditions by which Optionor shall convey to Optionee fee title to the Property.

5.3 If Optionee exercises the Option, the purchase price for the Property shall be Nine Dollars (\$9.00), representing one dollar per Affordable Unit. The "Closing" (as such term is defined in the Purchase Agreement) shall occur on or before a date ten (10) business days after the date Optionee delivers the Exercise Notice to Optionor.

6. Optionee's Right to Terminate. Optionee shall have the right and election, in its sole discretion, exercisable by providing written notice thereof to Optionor, to at any time terminate this Agreement and all rights and obligations hereunder. If Optionee elects to so terminate this Agreement, then the Option Consideration shall be deemed nonrefundable.

7. Condition Precedent to Exercise of Option. The right of Optionee to exercise the Option in accordance with the provisions and conditions of this Agreement shall be conditioned on:

7.1 No later than December 1, 2014, Optionee to make presentation to by the Lemon Grove City Council of Optionee's business plan including; analysis of entitlement and project; project feasibility; pro forma; and financing plan.

7.2 No later than September 2, 2015, Optionee to complete project modification and secure entitlement (including approval of a Tentative Subdivision Map and Planned Development Permit in conformance with City of Lemon Grove Resolutions 2694 (attached as Exhibit E) and 2695, as approved by Lemon Grove City Council on February 20, 2007 (attached as Exhibit F). No later than October 19, 2015, Optionee shall present reasonable evidence, as determined in the reasonable discretion of Optionor, that Optionee has secured construction financing.

7.3 No later than April 4, 2016, Optionee shall submit Building and Site Improvement Permit Applications to Optionor.

7.4 No later than May 19, 2016, Optionee shall have (i) secured Building and Site Improvement Permits, and (ii) secured Optionor's approval as to form of the 99-year ground lease proposed to be used as the conveyance of Affordable Unit interests.

Except in the event delays are caused by Optionor's failure to provide its approval or perform its obligations in a timely manner, in the event that Optionee fails to meet the schedule of conditions in this section 7, this Option shall terminate and the parties shall have no further obligation hereunder.

8. Activities During the Option Term.

8.1 Within ten (10) days after the Effective Date, Optionor shall deliver to Optionee or otherwise provide, as appropriate, copies of all documents and information relating to the Property, to the extent such documents and information are in the possession of Optionor, including, without limitation, the following: Any and all engineering studies, soil boring

test results, reports pertaining to hazardous substances, title insurance policies, boundary or topographic surveys; any and all existing, proposed conditions and agreements accepted and agreed to by Optionor (or any predecessor in title to Optionor if such documents are in the possession of Optionor) as a condition to development of the Property; any and all correspondence with the municipality where the Property is located or any other local, state or federal agency, authority or government; any and all development plans, bills or correspondence relating to taxes or assessments, governmental permits, licenses, and approvals and correspondence and other documentation relevant thereto; a rent roll for the Property; a list of expenses related to the maintenance of the Property; any and all easements, regardless of purpose or use, associated with the Property or any development approvals thereto; and all other material information and studies pertaining to the Property in Optionor's possession. Optionor shall not be obligated to provide Purchaser with any of Optionor's internal work product. Optionor agrees, to reasonably cooperate should Optionee apply for pre-development financing to fund pre-development costs, including but not limited to engineering, architects, surveyors expenses, and other professional services. The foregoing cooperation shall include any out of pocket expenses by Optionor.

8.2 During the Option Term, Optionee, its agents, contractors, engineers, surveyors and employees (collectively, "**Optionee Agents**"), shall have the right (i) to order and review title matters, (ii) during business hours and with reasonable notice, to enter the Property to make studies, tests, analysis, or other determinations desired by Optionee. Optionee shall repair any damage to the Property as a result of their activities hereunder, and will indemnify, defend and hold Optionor harmless for all claims, demands, liabilities and expenses (including attorneys' fees and costs) arising out of any damage to personal or real property resulting from the exercise of those rights granted by this Section 8.2 to Optionee and the Optionee Agents. The indemnifications obligations hereunder shall survive termination of this Agreement.

9. Optionor's Covenants. Optionor hereby covenants that during the Option Term, Optionor shall not without Optionee's prior written consent, not to be unreasonably withheld: (a) enter into any easement agreement burdening the Property; (b) obtain any building entitlements for the Property; (c) create any tenancy for the Property; (d) make or permit to be made any structural changes to the Property; (e) enter into any service contracts related to the Property that cannot be canceled with no more than thirty (30) days' notice; (f) enter into any purchase agreement for the Property (with the exception of any agreements between Optionor and Optionee); or (g) grant any licenses to a third party to enter onto or otherwise utilize the Property.

10. Escrow. Upon receipt by Optionee from Optionor of the Purchase Agreement executed by Optionor, Optionee shall promptly deliver the executed Purchase Agreement to Lawyer's Title Insurance (Attn: Kevin Collier) ("**Escrow Holder**"). Upon receipt, Escrow Holder shall promptly open an Escrow for consummation of the subject transaction pursuant to such Purchase Agreement. Escrow Holder shall advise each party in writing of the date Escrow is opened and shall endorse such date upon the first page of the Purchase Agreement in the space designated for the date of opening of Escrow.

11. Memorandum of Option/Quitclaim. On or before the execution hereof, Optionor and Optionee shall execute, acknowledge and cause to be recorded in the Official Records of San Diego County, California, a Memorandum of Option Agreement in the form of Exhibit "C" attached hereto and incorporated herein by this reference. In addition, Optionee shall execute, acknowledge and cause to be delivered to Escrow Holder a Quitclaim in the form of Exhibit "D" attached hereto and incorporated herein by this reference. Escrow Holder is hereby instructed to record the Quitclaim upon (a) Optionee's failure to exercise the Option in a

timely manner, or (b) Optionee terminates this Option, or (c) if after Optionee exercises the Option, Optionee defaults under the Purchase Agreement.

12. Notice. Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given when (a) hand delivered, or (b) one (1) business day after pickup by United Parcel Service (Overnight) or Federal Express, or another similar reputable overnight express service, or (c) transmitted by telecopy or facsimile, provided that confirmation of the receipt of same is noted upon transmission of same by the sender's telecopy machine, in any case addressed to the parties at their respective addresses set forth below:

If to Optionor:	City of Lemon Grove Attn: Graham Mitchell, City Manager City of Lemon Grove 3232 Main Street Lemon Grove, California 91945 Facsimile: (619) 825-3804
With a copy to:	Lounsbery Ferguson Altona & Peak LLP Attn: Jim Lough, Esq. 960 Canterbury Place, Suite 300 Escondido, CA 92025 Facsimile: (760) 743-9926
If to Optionee:	The San Diego Community Land Trust Attn: Jean M. Diaz 10620 Treena Street, Suite 230 San Diego, CA 92131 Facsimile: (858) 375-8947
With a copy to:	Stutz Artiano Shinoff & Holz Attn: Barry Schultz 2488 Historic Decatur Road, Suite 200 San Diego, CA 92106 Facsimile: (619) 232-3264

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section 12 to the other party. Telephone numbers are for informational purposes only. Effective notice shall be deemed given only as provided above, except as otherwise expressly provided in this Agreement. Any notice that may be given by either party in connection with this Agreement may be given by such party's attorney.

13. Miscellaneous.

13.1 Entire Agreement. This Agreement, together with the Exhibits attached hereto, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties. The following Exhibits are attached hereto:

<u>Exhibit:</u>	<u>Description:</u>
A	Legal Description of Property
B	Purchase Agreement
C	Memorandum of Option Agreement

<u>Exhibit:</u>	<u>Description:</u>
D	Quitclaim
E	City of Lemon Grove Resolution No. 2694
F	City of Lemon Grove Resolution No. 2695

13.2 Severability. If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

13.3 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

13.4 Assignability. Optionee may not delegate, transfer and assign this Agreement without the prior written consent of Optionor, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, Optionee shall have the right to transfer and assign this Agreement to an "Affiliate" of Optionee without the prior written consent of Optionor. For purposes hereof, an "Affiliate" shall mean an entity or trust owned or controlled by Optionee.

13.5 Successors Bound. This Agreement shall be binding upon and inure to the benefit of Optionee and Optionor and their respective successors and assigns.

13.6 Captions; Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.

13.7 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or permitted assigns.

13.8 Time of Essence. Time is of the essence with respect to the performance of the obligations of Optionor and Optionee under this Agreement.

13.9 Counterparts and Distribution. This Agreement may be executed and delivered in any number of counterparts, in the original or by facsimile or electronic transmission, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

13.10 Proper Execution. The submission by Optionee to Optionor or by Optionor to Optionee (or by their respective attorneys) of this Agreement in an unsigned form shall be deemed to be a submission solely for the other party's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option or an offer, and shall not confer any rights upon either party or impose any obligations upon either party irrespective of any reliance thereon, change of position or partial performance. The submission by Optionee to Optionor or Optionor to Optionee of this Agreement for execution by the other party and the actual execution thereof by either party and

delivery to the other party shall similarly have no binding force and effect on the party that executed the Agreement unless and until Optionee and Optionor shall have executed this Agreement and a counterpart hereof executed by Optionee and Optionor shall have been delivered to each party.

13.11 Waiver. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

13.12 Date of Agreement. The date of this Agreement is the date on which it is executed by and delivered to both Optionor and Optionee, which date shall be inserted at the top of the first page.

13.13 Waiver of Jury Trial. Optionor and Optionee each hereby waives all rights to a trial by jury in any claim, action, proceeding or counterclaim arising out of or in any way connected with this Agreement or the transaction contemplated hereby.

13.14 Further Assurances. Each party agrees to execute and deliver to the other party such documents and instruments, and to do such other acts or things, as further assurance of the provisions of this Agreement, as a party may from time to time request, at no cost to the responding party.

13.15 No Brokers. Optionor and Optionee each represent to the other that it has had no dealings, negotiations, or consultations and has made no agreement with any broker, representative, employee, agent or other intermediary in connection with the delegation, transfer and assignment of the Property or the option granted hereunder. Optionor and Optionee shall each indemnify, defend and hold the other free and harmless from any and all claims of any broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented Optionor or Optionee, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the delegation, transfer and assignment of the Property or the option granted hereunder. This mutual indemnity shall survive the exercise of the Option and any termination of this Agreement.

[The remainder of this page intentionally left blank]



San Diego Community Land Trust

3295 Meade Ave.
San Diego, CA 92104
info@sdclt.org



TORREY PINES BANK

12220 El Camino Real, Suite 110
San Diego, CA 92130
www.torreypinestbank.com

90-4363-1222

0155

PAY
TO THE
ORDER OF

City of Lemon Grove

9/18/2014

One and 00/100*****

\$ **1.00

City of Lemon Grove

DOLLARS

MEMO

8084 Lemon Grove Way Option Purchase

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈000155⑈ ⑆122243635⑆

4110358388⑈

San Diego Community Land Trust

City of Lemon Grove

0155

Date Type Reference
9/18/2014 Bill

Original Amt.
1.00

Balance Due
1.00

9/18/2014
Discount
Check Amount

Payment
1.00
1.00

Torrey Pines - Checki 8084 Lemon Grove Way Option Purchase

1.00

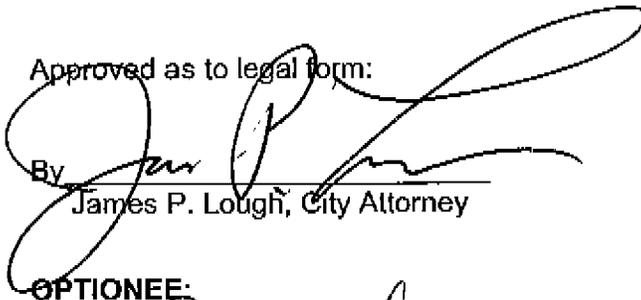
IN WITNESS WHEREOF, Optionee and Optionor have executed this Option Agreement effective as of the date first set forth above.

OPTIONOR:

THE CITY OF LEMON GROVE.,

By: 
Name: Graham Mitchell
Its: City Manager

Approved as to legal form:

By: 
James P. Lough, City Attorney

OPTIONEE:

THE SAN DIEGO COMMUNITY LAND TRUST.

By: 
Name: JEAN M. DIAZ
Its: EXECUTIVE DIRECTOR

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

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

PARCEL 1:

THE NORTH 200.00 FEET OF THE SOUTH 347.00 FEET OF THE EASTERLY 1 1/2 ACRES OF THE WESTERLY 3 1/2 ACRES OF THE EASTERLY 6 ACRES OF LOT 14 OF SUBDIVISION NO. 2, LOT 12, RANCHO MISSION OF SAN DIEGO, IN THE CITY OF LEMON GROVE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 686, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 5, 1891.

EXCEPTING THEREFROM THE WESTERLY 15 FEET THEREOF.

PARCEL 2:

A RIGHT OF WAY FOR ROAD PURPOSES OVER AND ACROSS THE WESTERLY 15 FEET OF THE SOUTH 347 FEET OF THE EASTERLY 1 1/2 ACRES OF THE WESTERLY 3 1/2 ACRES OF THE EASTERLY 6 ACRES OF SAID LOT 14.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UNDERGROUND UTILITIES, OVER, UNDER, ALONG, AND ACROSS ALL THAT PORTION OF THE WESTERLY 2 ACRES OF THE EASTERLY 6 ACRES OF LOT 14, SUBDIVISION NO. 2 OF LOT 12 OF RANCHO MISSION, IN THE CITY OF LEMON GROVE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 686, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON OCTOBER 5, 1891, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID WESTERLY 2 ACRES, DISTANT THEREON SOUTHERLY 190 FEET FROM THE NORTHEASTERLY CORNER THEREOF, BEING ALSO THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO BERT E. HEATH AND WIFE, BY DEED DATED MAY 14, 1948, AND RECORDED IN BOOK 2807, PAGE 24 OF OFFICIAL RECORDS; THENCE WESTERLY ALONG THE SOUTH LINE OF HEATH'S LAND 110 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID WESTERLY 2 ACRES 224.75 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTHERLY LINE OF HEATH'S LAND 95 FEET TO AN INTERSECTION WITH A LINE DRAWN AND AT RIGHT ANGLES 15 FEET WESTERLY FROM THE EAST LINE OF SAID WESTERLY 2 ACRES; THENCE SOUTHERLY ALONG SAID PARALLEL LINE 270.30 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 14, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTH LINE 15 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WESTERLY 2 ACRES 264.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 14 A

01-0254213

DISTANCE OF 15 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO
THE EAST LINE OF SAID WESTERLY 2 ACRES 264.00 FEET TO THE TRUE
POINT OF BEGINNING.

EXHIBIT B

REAL ESTATE PURCHASE AND SALE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2014 (the "Effective Date") by and between the CITY OF LEMON GROVE, a public body (hereinafter "City"), and The San Diego Community Land Trust, a California 501(c)(3) non-profit organization (hereinafter "Developer"). The City and the Developer are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

RECITALS AND BACKGROUND

WHEREAS, the City owns certain property located 8084 Lemon Grove Way (APN 475-450-19-00), Lemon Grove, California, (as more particularly defined below, the "Property"); and

WHEREAS, Developer was granted an option to purchase the Property pursuant to the terms of an Option Agreement dated _____, 2014 ("Option Agreement"), and has performed extensive due diligence and permitting;

WHEREAS, Developer is interested in purchasing the Property for the purpose of constructing certain improvements thereon (as more particularly defined below, the "Developer Improvements"), and City is willing to sell the Property to Developer for such purpose, on the terms and conditions contained herein.

NOW, THEREFORE, the Parties hereby agree as follows:

Definitions

As used herein, the following terms shall have the meanings respectively indicated:

"City Deed" means the grant deed from City to Developer conveying title, including a deed restriction relating to the development of affordable housing.

"Closing" means the transfer of title to the Property by City to Developer in accordance with Section 2 below.

"Closing Date" has the meaning specified in Section 2.2 below.

"Covered Parties" means the City and its past, present and future directors, officers, employees, representatives and agents.

"Escrow Holder" means Lawyer's Title.

"Hazardous Material" means any substance or material which is defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous wastes," "restricted hazardous waste," "toxic substances," or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance,

regulation, order, permit, license, decree, common law, or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources.

"Property" means that certain real property described on Exhibit A attached hereto, together with all improvements thereon.

"Developer Improvements" means the improvements reflected in City of Lemon Grove Resolution No. 2694 and Resolution No. 2694 (Resolutions included as Exhibit B), or subsequently approved Resolutions related to the project.

"Purchase Price" means the payment to be paid by Developer to City for the Property as described in Section 1.3 below.

"Title Company" means Lawyers Title.

Agreement of Purchase and Sale

1.1 Sale of the Property. In consideration of and subject to the terms and conditions contained herein, City hereby agrees to sell the Property to Developer and Developer hereby agrees to purchase the Property from City.

1.2 Title. Prior to execution of this Agreement, Developer shall have examined the title report prepared by the Title Company. Prior to execution of this Agreement, Developer shall have reviewed accepted the title status of the Property. Subsequent to execution of this Agreement, (i) City shall not record any further liens and encumbrances against the Property. And (ii) Developer has the right to review (and reasonably disapprove by written notice) any new liens and encumbrances recorded against the Property. In the event of title disapproval, City shall have ten (10) business days to cure any disapproved lien or encumbrance.

1.3 Purchase Price. The Purchase Price to be paid by Developer to City for the Property is the sum of Nine Dollars (\$9.00), payable at the Closing.

1.4 Inspection. As of the execution of this Agreement, Developer shall have fully inspected the Property and approve the condition of the Property, including condition of title, in all respects in Developer's sole discretion.

1.5 Post-Closing covenants: After the Closing:

(a) Developer Improvements. Developer shall develop nine (9) permanently affordable ownership homes as described in Exhibit B ("Developer Improvements") that will be made available to households earning from 80 percent to 120 percent of the San Diego Area Median Income, as published annually by the State of California Department of Housing and Community Development, or successor agency, at the time of sale or resale.

(b) Commencement and Completion of Developer Improvements. Developer agrees to commence the construction of Developer Improvements within ten (10)

calendar days after the Closing Date. Developer agrees to complete construction and have secured a certificate of occupancy for the Improvements within 14 months of construction commencement.

(c) Right to Reacquire. City shall have the right to reacquire the Property from Developer at the same price purchased by Developer, in the event that (i) Developer does not commence construction of Developer Improvements as provided above; or (b) Developer ceases operation as a nonprofit provider of affordable housing and fails to transfer ownership to a to a qualified nonprofit affordable housing entity.

2.1 Title Company. Following the execution of this Agreement, the parties shall cooperate in opening of escrow with the Title Company. A copy of this Agreement shall be provided to the Title Company to advise the Title Company of the terms and conditions hereof. Prior to Closing, Developer and City shall give separate written closing instructions to the Title Company (with a copy sent concurrently to the other Party) which instructions shall be consistent with the provisions of this Agreement.

2.2 Outside Closing Date. The Closing hereunder shall take place on a date (the "Closing Date") that is on or before sixty days from Developer's exercise of the Option as defined in the Option Agreement. (the "Outside Closing Date"). If for any reason, other than City's default hereunder, the Closing does not occur on or before the Outside Closing Date, this Agreement shall automatically terminate, subject to surviving indemnification obligations under this Agreement.

2.3 Prorations. Normal prorations of taxes and related items shall be made at Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be based upon taxes for the prior year and adjusted for the year of Closing within a reasonable time after they become finally determined for such year.

2.4 Costs. Escrow fees and recording fees shall be paid equally by the Parties. City shall pay the cost of the premium for a standard form owner's policy of title insurance. If Developer elects extended coverage, Developer shall pay the difference between the title insurance premium for standard coverage and the title insurance premium for extended coverage. Developer shall pay the costs of any endorsements requested by Developer.

2.5 Possession. Possession of the Property shall be delivered to Developer by City at Closing.

2.6 Developer's Deliveries. Prior to Closing, Developer shall deliver or cause to be delivered to City through Escrow:

(a) The Purchase Price, as set forth in Paragraph 2.3.

2.7 City's Deliveries. Prior to Closing, City shall deliver or cause to be delivered to Developer through Escrow:

- (a) A CLTA owner's policy of title insurance, in the amount reasonably determined by Developer, insuring the Property and any improvements, the cost of such policy to be paid by City; and
- (b) Deposit a Grant Deed substantially in conformance with the form attached as Exhibit C, with Escrow Holder including a deed restriction regarding the use of the Property for the sole purpose of providing affordable residential housing.

2.8 Additional Documents. Both parties shall execute and deliver through escrow any other documents or instruments that are reasonably necessary in order to consummate the Closing.

Other Provisions

3.1 Representations of Developer. Developer represents and warrants, as of the date this Agreement is fully executed and as of the Closing Date, that Developer has taken all action required by law, and all required action under its governing documents necessary to authorize Developer to enter into this Agreement and to carry out its obligations hereunder.

3.2 No Representations as to the Property. Developer acknowledges that Developer has conducted such investigations and inspections of the Property as it desires. Developer hereby affirms that City, its agents, employees and/or attorneys have not made, nor has Developer relied upon any representation, warranty or promise with respect to the Property or any other subject matter of this Agreement except as expressly set forth in this Agreement and/or the City Deed, including, without limitation, any warranties or representations, express or implied, as to the general plan designation, zoning, value, use, tax status or physical condition of the Property, or improvements thereon, or any part thereof, including, but not limited to, the flood elevations, drainage patterns and soils and subsoils composition and compaction level, and other conditions at the Property, or the existence or non-existence of Hazardous Material on or under the Property or adjacent property, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or reports therefor. Without limiting the generality of the foregoing, and except for the warranties and covenants set forth in the City Deed, Developer is purchasing the Property from City in an "AS IS", "WHERE IS" CONDITION, SUBJECT TO "ALL FAULTS," INCLUDING, BUT NOT LIMITED TO, BOTH LATENT AND PATENT DEFECTS, AND THE EXISTENCE OF HAZARDOUS MATERIAL. EXCEPT AS OTHERWISE PROVIDED IN THE CITY DEED, DEVELOPER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TITLE, CONDITION AND USE OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.3 Developer's Release and Indemnity. Developer hereby indemnifies, holds harmless and agrees to defend the Covered Parties from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Property and/or incurred as a result of or arising out of:

- (a) with respect to events occurring during the period from the date of this

Agreement through the completion of Developer Improvements under this Agreement: (i) the active or passive negligence or willful conduct of Developer, and its agents, servants and employees, (ii) the breach of any of Developer's obligations hereunder, and (iii) any necessary or appropriate investigation, repair, cleanup, remediation or detoxification of the Property and other affected property and the preparation of any corrective action, closure or other required plans or reports, to the full extent that such actions are alleged to be attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Material by Developer or its agents and relate to or involve the Property, and

(b) with respect to events occurring during the period from the Closing Date through the completion of Developer Improvements under this Agreement, the condition and use of the Property.

The indemnity obligation shall survive the Closing and/or termination of this Agreement.

Scope of Release and 1542 Waiver. The release set forth in Section 3.2, includes claims of which Developer is presently unaware or which Developer does not presently suspect to exist which, if known by Developer, would materially affect Developer's release to City. Developer specifically waives the provision of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

In this connection and to the extent permitted by law, Developer hereby agrees, represents and warrants, which representation and warranty shall survive the Closing, that Developer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown and unsuspected, and Developer further agrees, represents and warrants, which representation and warranty shall survive the Closing, that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Developer nevertheless hereby intends to release, discharge and acquit City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which might in any way be included as a material portion of the consideration given to City by Developer in exchange for City's performance hereunder. The foregoing release shall not apply to any of the matters expressly contained in this Agreement.

City has given Developer material concessions regarding this transaction in exchange for Developer agreeing to the provisions of this Section. City and Developer have each initialed this Section to further indicate their awareness and acceptance of each and every provision hereof.

City's Initials ____

Developer's Initials ____

3.4 Commissions. City and Developer represent that neither Party has entered into any written contracts with any brokers or finders nor obligated themselves to pay any real estate commissions or finders' fees on account of the execution of this Agreement, or the close of the transaction contemplated hereby. Based on such representations, Developer and City hereby agree to indemnify and hold each other harmless from any claims, damages, expenses, liabilities, liens or judgments (including costs, expenses and attorneys' fees in defending the same) which arise on account of any claim made against the indemnifying party that real estate commissions or finders' fees (including those identified above) are payable and have not been discharged in their entirety.

General Provisions

4.1 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be given by (a) Federal Express (or other established express delivery service which maintains delivery records), (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or such other addresses as the Parties may designate from time to time by written notice in the above manner:

To City: City of Lemon Grove
 3232 Main Street
 Lemon Grove, CA 91945
 Attn: City Manager

To Developer: The San Diego Community Land Trust
 10620 Treena Street, Suite 230
 San Diego, CA 92131
 Attn: Jean M. Diaz, Executive Director

Such communications may also be given by electronic mail, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon the receipt, or upon attempted delivery thereof if the delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means of accomplishing delivery. Upon at least ten (10) days prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

4.2 References. All references to "Article," "Articles," "Section," or "Sections" contained herein are, unless specifically indicated otherwise, references to Articles and Sections of this Agreement.

4.3 Exhibits. All references to "Exhibits" contained herein are references to exhibits attached hereto, all of which are made a part hereof for all purposes.

4.4 Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

4.5 Number and Gender of Words. Whenever herein the singular number is used,

the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

4.6 Attorney's Fees. In the event a Party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party to be fixed by the court in the same action. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters.

4.7 Governing Law. This Agreement is intended to be performed in the State of Utah, and the laws of such State shall govern the validity, construction, enforcement and interpretation of this Agreement, unless otherwise specified herein.

4.8 Amendments. This Agreement may be amended or supplemented only by an instrument in writing, executed by both City and Developer.

4.9 Invalid Provisions. Except as otherwise provided in the next sentence, if any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement, but the parties shall equitably resolve and negotiate the effect of such deletion. In the event that either the provision relating to City's obligation to convey the Property or Developer's obligation to pay the Purchase Price is held to be illegal, invalid, or unenforceable under present or future laws, this Agreement shall be null and void.

4.10 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by City and Developer, City and Developer agree to perform, execute and deliver or cause to be performed, executed, and delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be reasonably necessary to consummate the transactions contemplated hereby.

4.11 Survival. All indemnities, covenants, representations and warranties contained herein shall survive the termination of this Agreement, Closing, the delivery of the City Deed, and the acquisition of the Property by Developer.

4.12 Conflict of Interests. No member, official or employee of the City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating, to the Agreement which is prohibited by law.

4.13 Warranty Against Payment of Consideration for Agreement. Developer represents and warrants that neither it nor any of its members, managers, employees or officers has: (1) provided an illegal gift to City officer or employee or former City or City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach

any of the ethical standards set forth in City's conflict of interest ordinance.

4.14 No liability of City Officials and Employees. No member, official or employee of City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Developer or successor or on any obligation under the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Purchase and Sale Agreement to be duly executed as of the date first written.

CITY:

By _____
Graham Mitchell, City Manager

Approved as to legal form:

By _____
James P. Lough, City Attorney

DEVELOPER:

By _____
Jean M. Diaz, Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

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

PARCEL 1:

THE NORTH 200.00 FEET OF THE SOUTH 347.00 FEET OF THE EASTERLY 1 1/2 ACRES OF THE WESTERLY 3 1/2 ACRES OF THE EASTERLY 6 ACRES OF LOT 14 OF SUBDIVISION NO. 2, LOT 12, RANCHO MISSION OF SAN DIEGO, IN THE CITY OF LEMON GROVE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 686, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 5, 1891.

EXCEPTING THEREFROM THE WESTERLY 15 FEET THEREOF.

PARCEL 2:

A RIGHT OF WAY FOR ROAD PURPOSES OVER AND ACROSS THE WESTERLY 15 FEET OF THE SOUTH 347 FEET OF THE EASTERLY 1 1/2 ACRES OF THE WESTERLY 3 1/2 ACRES OF THE EASTERLY 6 ACRES OF SAID LOT 14.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UNDERGROUND UTILITIES, OVER, UNDER, ALONG, AND ACROSS ALL THAT PORTION OF THE WESTERLY 2 ACRES OF THE EASTERLY 6 ACRES OF LOT 14, SUBDIVISION NO. 2 OF LOT 12 OF RANCHO MISSION, IN THE CITY OF LEMON GROVE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 686, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON OCTOBER 5, 1891, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID WESTERLY 2 ACRES, DISTANT THEREON SOUTHERLY 190 FEET FROM THE NORTHEASTERLY CORNER THEREOF, BEING ALSO THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO BERT E. HEATH AND WIFE, BY DEED DATED MAY 14, 1948, AND RECORDED IN BOOK 2807, PAGE 24 OF OFFICIAL RECORDS; THENCE WESTERLY ALONG THE SOUTH LINE OF HEATH'S LAND 110 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID WESTERLY 2 ACRES 224.75 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTHERLY LINE OF HEATH'S LAND 95 FEET TO AN INTERSECTION WITH A LINE DRAWN AND AT RIGHT ANGLES 15 FEET WESTERLY FROM THE EAST LINE OF SAID WESTERLY 2 ACRES; THENCE SOUTHERLY ALONG SAID PARALLEL LINE 270.30 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 14, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTH LINE 15 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WESTERLY 2 ACRES 264.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 14 A

01-0254213

DISTANCE OF 15 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE EAST LINE OF SAID WESTERLY 2 ACRES 264.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

CITY OF LEMON GROVE RESOLUTION NO. 2694 AND RESOLUTION NO. 2695

RESOLUTION NO. 2694

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA APPROVING TENTATIVE SUBDIVISION (PLANNED DEVELOPMENT)
MAP TM0053 TO AUTHORIZE THE DEVELOPMENT OF A NINE UNIT PLANNED
DEVELOPMENT PROJECT CONSISTING OF THREE, THREE STORY BUILDINGS
WITH THREE DWELLING UNITS IN EACH BUILDING ON 0.37 ACRES LOCATED ON
A VACANT LOT APPROXIMATELY 150 FEET NORTH OF LEMON GROVE WAY (8084
LEMON GROVE WAY) LEMON GROVE, CALIFORNIA**

WHEREAS, on October 9, 2006 Brady Gunther filed a complete application for Tentative Subdivision (Condominium) Map No 0053 proposing a nine unit condominium map as defined by Section 1351 of the California Civil Code on 0.37 acres of land pursuant to the Subdivision Map Act and the City of Lemon Grove Subdivision Ordinance; and

WHEREAS, a draft Mitigated Negative Declaration of Environmental Impact has been prepared for the project on September 28, 2006 and will be filed subsequent to City Council approval; and

WHEREAS, a public hearing was duly noticed and held by the Lemon Grove Planning Commission on October 23, 2006; and

WHEREAS, subsequent to the City Council approval of this Tentative Map the applicant filed a request to amend the authorization of this application for this Tentative Map as a Planned Development as defined by California Civil Code Section 1351(k), and

WHEREAS, a public hearing was duly noticed and held by the Lemon Grove Planning Commission on February 12, 2007 to consider the amendment of this Tentative Map. At said hearing the Planning Commission recommended City Council approval of the proposed amendment; and

WHEREAS, a public hearing was duly noticed and held by the Lemon Grove City Council on February 20, 2007 to consider the amendment of this Tentative Map; and

WHEREAS, this City Council has considered said Tentative Map and recommendations of Planning Commission, Community Development Department, City Engineer, and the Lemon Grove Fire Department with respect thereto and has determined that the conditions hereinafter enumerated are necessary to insure that the subdivision and the improvements thereof will conform to all ordinances, plans, rules, and improvement and design standards of the City of Lemon Grove; and

WHEREAS, the City Council has also considered Planned Development Permit (PDP06-09), architectural and landscape plans dated received October 9, 2006 and January 29, 2007 associated with Tentative Subdivision (condominium) map TM0053; and

WHEREAS, the City Council has reviewed the design of the proposed subdivision and recommends the following waivers of certain requirements of the City Subdivision Ordinance in order to accommodate the proposed condominium map pursuant to Municipal Code Section 16.12.280:

- 1) A waiver of Section 17.16.040D1 (Minimum Lot Area) and Section 16.12.220B (Design Standards) to allow the proposed condominium lots to have less than 6,000 square feet or 1,500 feet per dwelling unit minimum lot area as specified in the Development Code because said waiver is necessary in order to accommodate a condominium map.
- 2) A waiver of Section 17.16.040D3 (Minimum Lot Width and Depth) and 16.12.220D (Design Standards) to allow the proposed condominium lots to have less than the 60 foot minimum width and 90 foot minimum lot depth as specified in the Development Code because said waiver is necessary to accommodate a condominium map.
- 3) A waiver of Section 16.12.220C (Design Standards) to allow the proposed condominium lots to front on a private access easement because the City Engineering Department and Fire Department have determined that the access easement is adequate to provide access to the proposed project and surrounding properties.
- 4) A waiver of Section 17.16.040 D-4(a-c) of the Development Code to allow less than the required setbacks as shown on the approved site plan dated January 29, 2007.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT this Council hereby makes the following findings:

- 1) The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because a revised Mitigated Negative Declaration of Environmental Impact has been prepared for the proposed project and will be filed subsequent to its adoption by the City Council; and
- 2) The proposed tentative subdivision map (TM0053) is consistent with the Residential Medium/High density (up to 29-dwelling units per net acre) land use designation of the Lemon Grove General Plan; and
- 3) The site is physically suitable for the proposed density of development because public utilities will be available to serve the proposed density; and
- 4) The design of the subdivision or the type of improvements will not cause serious public health problems because public sewer services will be provided to the subdivision; and
- 5) The design of the subdivision or type of improvements do not conflict with easements, acquired by the public at large, for access through, or use of property within the proposed subdivision because alternate access will be required to be provided, as defined under Section 66474 of the Government Code, State of California; and
- 6) The design and improvements of the proposed subdivision map complies with the requirements of the State Subdivision Map Act and the City of Lemon Grove Subdivision Ordinance except as specifically waived by the Planning Commission and the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lemon Grove, California that the following recommendation adopted:

SECTION 1. That the City Council adopt the revised Mitigated Negative Declaration that TM0053 would have no significant effect on the environment as mitigated.

SECTION 2. That the City Council grant the following waivers of certain requirements of the City Subdivision Ordinance in order to accommodate the design of this project and because these waivers are necessary for the economic viability of the proposed project and in order to provide an affordable housing development:

- 1) A waiver of Section 17.16.040D1 (Minimum Lot Area) and Section 16.12.220B (Design Standards) to allow the proposed condominium lots to have less than 6,000 square feet or 1,500 feet per dwelling unit minimum lot area as specified in the Development Code because said waiver is necessary in order to accommodate a condominium map.
- 2) A waiver of Section 17.16.040D3 (Minimum Lot Width and Depth) and 16.12.220D (Design Standards) to allow the proposed condominium lots to have less than the 60 foot minimum width and 90 foot minimum lot depth as specified in the Development Code because said waiver is necessary to accommodate a condominium map.
- 3) A waiver of Section 16.12.220C (Design Standards) to allow the proposed lots to front on a private access easement because the City Engineering Department and Fire Department have determined that the access easement is adequate to provide access to the proposed project and surrounding properties
- 4) A waiver of Section 17.16.040 D-4(a-c) of the Development Code to allow for reduced setbacks as shown on the approved site plan dated January 29, 2007.

SECTION 3. That the City Council approve Tentative Map TM0053 subject to the following conditions which shall be complied with before a final map thereof is approved by the City Council and filed with the County Recorder of San Diego County.

A. PRIOR TO ISSUANCE OF ANY GRADING OR IMPROVEMENT PERMIT:

- 1) Obtain approval of all required discretionary permits (Tentative Map (TM0053) and Planned Development Permit (PDP06-09).
- 2) Submit and obtain approval of a Standard Urban Stormwater Mitigation Plan for the proposed project to the satisfaction of the Water Quality Program Coordinator and the City Engineer. The SUSMP shall be completed and approved prior to the issuance of any other permits.
- 3) Submit and obtain approval of the grading plan to the satisfaction of the City Engineer.
- 4) The applicant shall obtain annexations into the City of Lemon Grove Sanitation District and the Helix Water District.

B. PLANS AND SPECIFICATIONS

Public Improvements

The subdivider shall submit plans and specifications for improvements of all streets, access and drainage easements, culverts, drainage structures and drainage channels to the City Engineer of the City of Lemon Grove and for approval which includes off-site improvements (if applicable).

- 5) Street alignments and grades, including the change of any existing or proposed street alignment and grade, shall be as required by the City Engineer.
- 6) Provide construction plans and construct the private road improvements on-site or execute a secured agreement to construct said improvements prior to the recordation of the map. This agreement requires posting of security in the form of a cash deposit, instrument of credit, or bond and the improvements to be completed within 24 months from the recordation of the map. The improvements shall consist of improvements as shown on the approved tentative map.
- 7) Obtain an encroachment permit for the installation of private facilities and/or for grading work in/or adjacent to the public right-of-way.
- 8) The installation of gas, electric, sewer, and water lines and any other below surface utilities is required to take place before the installation of any concrete curbs, gutters, sidewalks, and surfacing of the streets (including repair or replacement).
- 9) All existing and proposed overhead utility distribution facilities located within the boundaries of the subdivision are to be placed underground.
- 10) All proposed structures on the subject property shall connect to the utility systems via underground systems.
- 11) Each dwelling unit in the development shall be protected with an approved automatic fire suppression sprinkler system to the satisfaction of the Fire Marshal.
- 12) The structural pavement section for the private access easement and the driveways located on the subject property shall be based on the soils report prepared by a Geotechnical Engineer to the satisfaction of the City Engineer.
- 13) Sight distance requirements at all intersections shall conform to the intersectional sight distance criteria as provided to the American Association of State Highway Officials in the publication "Geometric Design for Local Roads and Streets 1971" or as revised.
- 14) If the improvement plans show a need to excavate in any public road right-of-way, the developer shall place a cash deposit with the City engineer to insure any damage to the existing roadway or other public improvements are repaired in a timely manner.
- 15) All public streets curb return radii shall be a minimum radius acceptable to the City of Lemon Grove Fire Chief and City Engineer.

- 16) The improvement plans shall include provision for an island around the existing utility pole locate on the north side of Lemon Grove at the intersection with the private access easement to the subject property. The design of said island shall include bollards to protect the utility pole and shall be to the satisfaction of the City Engineer.
- 17) The design of the driveway shall include minimum 10-foot wide openings to the satisfaction of the City Engineer.
- 18) The improvement plans shall include a detail of the curb outlet to the satisfaction of the City Engineer.
- 19) Submit a draft maintenance agreement for the on-going maintenance of access easement and off-street parking spaces for recordation on the final map.
- 20) Where private easements roads are not being dedicated or where the land division is not on a public street, the subdivider shall provide the City Engineer with letters from the serving utility companies stating that arrangements satisfactory to the utility have been made to serve all parcels created. No letter will be required from the Pacific Bell Telephone Company.

Sanitary Sewer Service

- 21) Each dwelling unit of the proposed subdivision shall be connected to a sewer of the Lemon Grove Sanitation District.
- 22) The applicant shall submit sewer lateral plans with the improvement plans. These sewer lateral plans shall be submitted in digital format and paper copies to the satisfaction of the City Engineer.
- 23) Backflow prevention devices for private building sewers shall be required pursuant to Section 710.0 of the CBC (2000 UPC).

Flooding/Drainage Dedication and/or Requirements

- 24) The subdivider shall prepare construction plans and construct drainage facilities in accordance with the Drainage and Hydrology Study prepared for the project and to the satisfaction of the City Engineer.
- 25) Provide the City with a final drainage/hydrology report/letter indicating that the site design is in accordance with the report and the National Pollutant Discharge Elimination System (NPDES) permit.
- 26) The Developer, Current and Future Property Owners shall adhere to the recommendations of the requirements of the SUSMP prepared for this project to the satisfaction of the Water Quality Program Coordinator and the City Engineer.

- 27) The applicant shall in a manner meeting the approval of the City Engineer, design provisions for surface drainage and design all necessary storm drain facilities extending to a satisfactory point of disposal for the proper control and disposal of storm runoff.

C. GRADING PLANS

- 28) The subdivider shall submit grading plans and a grading permit application to the City Engineer. Grading plans shall be prepared by a registered civil engineer and approved before or concurrently with approval of the improvements plans. The developer shall submit an erosion and sediment control plan with Construction Best Management Practices (BMPs).
- 29) Building permits shall be submitted with the grading plans for retaining walls where required.
- 30) Submit a truck routing plan for grading activities concurrent with the submittal of the grading plan and grading permit application if required by the City Engineer.
- 31) The developer/owner shall submit an erosion control plan and irrigation plan with a sediment control plan to the satisfaction of the City Engineer.
- 32) The contractor/permittee conducting any earth moving operation shall be responsible for controlling dust created by its grading operation or activities at all times.
- 33) Certification that the as-built grading is consistent with the Municipal Code 18.08.380 shall be submitted prior to issuance of building permits.
- 34) All grading permit fees and deposits shall be paid and all actions necessary preceding the issuance of the grading permit shall be completed prior to recording the final map.
- 35) Secure a grading permit from the City and execute a secured agreement prior to the recordation of the map. This agreement requires posting of security in the form of a cash deposit, instrument of credit, or bond and the improvements to be completed within 24 months from the recordation of the map. The amount of the security shall be based on the engineer's estimate and satisfaction of the Engineer.
- 36) Provide the City, upon completion of the grading, a compaction report from the geotechnical firm and a letter from a licensed civil engineer that the grading and elevations of the pad were done in accordance with the approved grading plans and prior to the issuance of building plans.
- 37) Provide the City, upon completion of the paving, a letter from the geotechnical firm or a licensed civil engineer that the structural pavement section was constructed in accordance with the geotechnical report prior to the issuance of final occupancy.

- 38) The development and preparation of the site shall conform to the recommendations of the Geotechnical report prepared by Southland Geotechnical Consultants, dated January 17, 2006 and the Addendum dated August 17, 2006.

D. FIRE PROTECTION

- 39) The submitted plans showing the size, type, and location of the required fire hydrant, minimum water supply pipe size, minimum turn radii and road width and all other requirements of the Fire Department. A final inspection by the Fire Department shall be required to confirm compliance with this requirement.
- 40) A note shall be placed on the drawing stating that the hydrant shall be installed and in service prior to construction with combustible materials. A final inspection by the Fire Department shall be required to confirm compliance with this requirement.
- 41) Each dwelling unit in the development shall be protected with an approved automatic fire suppression sprinkler system to the satisfaction of the Fire Marshal.
- 42) The west side of the private access easement is to be designated as a Fire Lane. The Fire Lane must be a minimum of 30-feet with parking allowed on one side. The fire lane will be designated per City Fire Department standards and shall be marked and posted "No Parking-Fire Lane" and the curb shall be painted red to the satisfaction of the City of Lemon Grove Fire District. A final inspection by the Fire Department shall be required to confirm compliance with this requirement prior to the construction with combustible materials.
- 43) All access roadways and driveways shall maintain a minimum vertical clearance of 13'-6" to the satisfaction of the Fire Marshal.

E. LIGHTING DISTRICT

- 44) A deposit for the initial operation costs expended by the Lighting District for these parcels shall be submitted until these parcels are placed on the Tax Assessor's yearly statement.
- 45) As-built drawings must be submitted to SDG&E to energize all of the required street lights.
- 46) A formal written request to add these lights to the Lemon Grove Lighting District must be submitted to the City of Lemon Grove Lighting District prior to permanent energizing.
- 47) Provide a 150 watt luminaire (attached to a power pole) to the satisfaction of the City Engineer. Contact SDG&E for installation and billing requirements.

F. RECORDATION OF FINAL MAP

- 48) A Homeowner's Association shall be created to manage the CC&Rs. Said CC&Rs shall be submitted to the City for review and shall be written to the satisfaction of the Community Development Director and the City Engineer. The CC&Rs shall include the requirements of the SUSMP approved for this project to the satisfaction of the Water Quality Program Coordinator, City Engineer and Community Development Director and all other HOA requirements and shall be recorded concurrent with the final map and shall include but not limited to:
- a. Best Management Practices (BMP's) and a Private Road and Drainage Maintenance Agreement. The maintenance and the preservation of the natural drainage facilities shall be included in the CC&Rs. The Developer, Current and Future Property Owners shall adhere to the recommendations of the SUSMP and CCR's approved for this project.
 - b. HOA on-going maintenance of landscaping and irrigation of slopes, parkways, open space and park areas.
 - c. Immediate removal of graffiti is required.
 - d. All garage doors shall be automatic roll-up type doors and equipped with remote control devices.
 - f. All landscape and improvements shall be well maintained at all times.
 - g. Requirements to maintain the drainage facilities and any access easements (were they occur) on the property.
 - h. Identify and implement the Best Management Maintenance BMP's identified in the Standard Urban Stormwater Mitigation Plan prepared for this project and State that the Developer, Current and Future Property Owners shall comply with the recommendations of the SUSMP prepared for this project to the satisfaction of the Water Quality Program Coordinator and the City Engineer.
 - i. Funding of the long term maintenance of the all facilities required by the SUSMP shall be included in the annual HOA budget.
- 49) The Declaration of Conditions, Covenants, and Restrictions (CC&Rs) shall clearly establish the responsibilities of the home owners with regard to the continuing maintenance and preservation of the buildings, driveways, public street parkway landscaping and irrigation, private street and drainage facilities (where they occur), slope banks, landscaping and irrigation. Said Conditions, Covenants and Restrictions shall specifically limit the number of dwelling units to 9 (nine) to be built on the site, shall give the City the right but not the duty to enter the premises to do maintenance and levy assessments if the home owners fail or refuse to maintain said facilities, and shall forbid amendments to the CC&Rs without express written consent of the City.
- 50) Prior to recordation of the final map the property owner shall execute the documentation required by and consistent with Resolution No. 206 of the Lemon Grove Community Development Agency, adopted June 20, 2006 for the provision of affordable housing.

The final map shall show or provide for the following:

- 51) The design and area of all lots and the design of the final map shall be in substantial conformance to that shown on the approved tentative map the satisfaction of the Community Development Director.
- 52) The final map shall include the entire area shown on the tentative map and shall not be filed as units. Lot numbering and design on the final map shall be in substantial conformance to that shown on the approved tentative map.
- 53) The Final Map shall indicate that this project is a planned development project as defined by Section 1351 of the California Civil Code for a maximum of nine (9) dwelling units.
- 54) The Final Map shall include a note to the satisfaction of the Executive Director and Attorney of the Lemon Grove Community Development Agency regarding the provision of affordable housing as required by Agency Resolution No. 206 adopted June 20, 2006

G. OTHER

The subdivider shall accomplish the following:

- 53) The subdivider shall grant to the appropriate agency by recorded documents all required off-site easements and all on-site water main easements that serve fire hydrants, or furnish a letter from said agency that none are required.
- 54) The subdivider shall comply with section 66436 of the Government Code by furnishing to the City Engineer a certification from each public utility and each public entity owning easements within the proposed subdivision stating that: a) they have received from the developer a copy of the proposed final map; b) they object to/do not object to the filing of the map without their signature; c) in the case of a street dedication affected by their existing easement, they will sign a "subordination certification" or "joint-use certificate" on the map when required by the governing body. In addition, the subdivider shall furnish proof to the satisfaction of the City Engineer that no new encumbrances have been created that would subordinate the City's interest over areas to be dedicated for public road purposes since submittal of the tentative map.
- 55) On-site drainage shall be in compliance with the National Pollutant Discharge Elimination System (NPDES) permit.
- 56) The subdivider shall submit a title report for the property no more than 60 days in advance of the recordation of the Final Condominium Map to the City Engineer for review. The final map shall identify any easements indicated within the Title Report.
- 57) This development shall only be served by underground utilities. All utility locations shall be incorporated into the public improvement plans.
- 58) The developer/owner shall be required to repair and/or replace any damaged public improvements fronting the project.

- 59) All plans and technical studies required to be submitted to City of Lemon Grove Engineering Services Department for review and approval shall be prepared by a California Registered Professional Engineer or applicable utility provider.
 - 60) For any work within the public right-of-way, the subdivider shall secure an encroachment permit to work within the City right-of-way and place a special deposit with the City to ensure that any damage to the existing roadway or other public improvements is repaired in a timely manner.
 - 61) The subdivider shall provide the City Engineer with two reproducible Mylar copies of the parcel map for recordation.
- H. The protection of the public interest requires that the subdivider, contractors, builders, lot or parcel owners, and other person, firms and corporations concerned with the development of said subdivision conform to the following standards, and all permits required by the City of Lemon Grove will be issued pursuant to such standards:
- 62) All domestic water supplied for this subdivision shall come from the Helix Water District.
 - 63) All buildings constructed in this subdivision shall be connected to the public sewer system of the Lemon Grove Sanitation District.
 - 64) The project shall comply with applicable provisions of the 2001 California Building Code which adopts the 1997 UBC, 2000 UMC, UPC, 2002 NEC & title 24 Energy Requirements.
 - 65) Sewer and water lines shall not be laid in the same trench in any part of this subdivision.
 - 66) Proper drainage shall be maintained throughout this subdivision as to prevent ponding and/or storage of surface water and shall be in compliance with the National Pollutant Discharge Elimination System (NPDES) permit to the satisfaction of the City Engineer.
- I. This approval of this tentative map will expire two years from the date of approval. The final map or maps conforming to this conditionally approved tentative map shall be filed with the City Council in time so that said Council may approve the map before this approval expires unless prior to that date the Planning Commission or City Council subsequently grants a one-year time extension for obtaining such approval of said final map or maps as provided by the City Subdivision Ordinance.
- J. The subdivider shall indemnify, protect, defend, and hold harmless, the City and any agency thereof, and/or any of its officers, employees, and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees, or agents to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the city, concerning the project, City shall promptly notify the applicant/subdivider of any claim, action, or proceeding brought within this time period, and City shall further cooperate fully. If the City fails to promptly notify the applicant/subdivider of any such claim, action, or proceeding, or fails to cooperate fully in the defense, the applicant/subdivider shall not

thereafter be responsible to indemnify, defense, protect or hold harmless the City, any agency or instrumentality thereof, or any of its officers, employees, or agents.

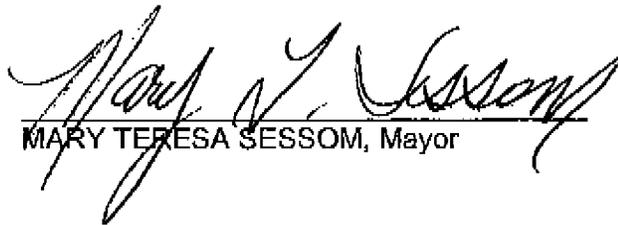
////

////

////

PASSED AND ADOPTED by the City Council of the City of Lemon Grove, California on February 20, 2007 by the following vote:

<u>COUNCILMEMBERS</u>	AYES	NOES	ABSTAIN	ABSENT
Mary Teresa Sessom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thomas Clabby	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mary England	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jerry Selby	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


MARY TERESA SESSOM, Mayor

Attest:



SUSAN GARCIA, City Clerk

CERTIFICATION OF CITY CLERK

I, Susan Garcia, City Clerk of the City of Lemon Grove, California do hereby certify the foregoing to be a true and exact copy of Resolution No. 2694 duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

SUSAN GARCIA, City Clerk

RESOLUTION NO. 2695

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING PLANNED DEVELOPMENT PERMIT PDP06-09 TO AUTHORIZE THE DEVELOPMENT OF A NINE UNIT PLANNED DEVELOPMENT PROJECT CONSISTING OF THREE, THREE STORY BUILDINGS WITH THREE DWELLING UNITS IN EACH BUILDING ON 0.37 ACRES OF LAND INCLUDING OFF-STREET PARKING, LANDSCAPING, AND SCREENING LOCATED ON A VACANT LOT APPROXIMATELY 150 FEET NORTH OF LEMON GROVE WAY (8084 LEMON GROVE WAY) LEMON GROVE, CALIFORNIA

WHEREAS, Brady Gunther filed a complete application for a Planned Development Permit on October 9, 2006 to authorize the construction of a nine unit planned development project as defined by Section 1351 of the California Civil Code and consisting of three, three story buildings with three dwelling units in each building, landscaping and screening located on approximately 0.37 acres of vacant land approximately 150 feet north of Lemon Grove Way (8084 Lemon Grove Way), Lemon Grove, California; and

WHEREAS, a Mitigated Negative Declaration of Environmental Impact will be filed subsequent to its adoption and the approval of the proposed project; and

WHEREAS, a public hearing was duly noticed and held by the Lemon Grove Planning Commission on October 23, 2006; and

WHEREAS, subsequent to the City Council approval of this Tentative Map the applicant filed a request to amend the authorization of this application for this Tentative Map as a Planned Development as defined by California Civil Code Section 1351(k), and

WHEREAS, a public hearing was duly noticed and held by the Lemon Grove Planning Commission on February 12, 2007 to consider the amendment of this Tentative Map. At said hearing the Planning Commission recommended City Council approval of the proposed amendment; and

WHEREAS, a public hearing was duly noticed and held by the Lemon Grove City Council on February 20, 2007 to consider the amendment of this Tentative Map; and

WHEREAS, the City Council has determined that the following findings of fact, as required by Section 17.28.030(D) of the Lemon Grove Zoning Ordinance, can be made as follows:

1. In order to approve this Planned Development Permit the City Council must find that the development proposed in the plans and drawings which accompany the application will be consistent with the objective of this Section.

- a) This Council finds that the design of this project is consistent with the objectives of the Planned Development Permit Section of the City Zoning Ordinance because the design of the development utilizes modern site design techniques and conditions have been included in the approval of this project to make it consistent with the requirements of the Zoning Ordinance and to create a project which is harmonious with the existing and potential development in the vicinity.
2. In order to approve this Planned Development Permit the City Council must find that the proposed location of this Planned Development is consistent with the purposes of the Zoning District in which the subject property is located:
 - a) This Council finds that the proposed project complies, or conditions have been included which require it to comply with the requirements of the Zoning Ordinance for a residential development of this type.
 3. In order to approve this Planned Development Permit the City Council must find that the proposed development will comply with each of the applicable provisions of the Zoning Ordinance including off-street parking, landscaping/screening and open space.
 - a) This Council finds that the proposed project complies with, or conditions have been included for this project to make it comply with the Zoning Ordinance requirements relating to off-street parking and screening and landscaping.
 - b) This Council grants the request of the project proponent for the following waivers of the useable open space requirements of the Zoning Ordinance as required by Section 65915, et seq. (Density Bonuses and Other Incentives) of the Government Code are necessary in order to assure the economic viability of this affordable housing project:
 - 1) A waiver of Section 17.24.070B2 (Useable Open Space) to allow the common useable open space to be located within the front yard setback pursuant to Section 65915, et seq. (Density Bonuses and Other Incentives) of the Government Code.
 - 2) A waiver of Section 17.16.040D6 to allow less than 500 square feet of Useable Open Space per dwelling unit pursuant to Section 65915, et seq. (Density Bonuses and Other Incentives) of the Government Code.
 - 3) A waiver of Section 17.16.040 D-4(a-c) of the Development Code to allow less than the required setbacks as shown on the approved site plan dated January 29, 2007.

4. In order to approve this Planned Development Permit the City Council must find that existing street and systems for water, drainage and sewerage which are intended to serve the proposed development are adequate or will be made adequate to accommodate the additional burdens imposed by the proposed project.
 - a) This Council finds that this project will provide adequate systems for water, drainage and sewerage to serve the proposed development and does not impose unacceptable burdens on the existing systems.

5. In order to approve this Planned Development Permit the City Council must find that the combination of dwelling types, lot size, and uses in the development will complement each other and will harmonize with existing and proposed land uses in the vicinity; the planned open space, parking and recreation facilities are consistent with the anticipated population of the development.
 - a) This Council finds that the design of the proposed project, as conditioned, will be harmonious with the surrounding land uses and adequate for the anticipated population of the development.

6. In order to approve this Planned Development Permit the City Council must find that the development will produce an environment of sustained desirability and stability, harmonious with the character of the surrounding area and consistent with the objectives of the Lemon Grove General Plan and other applicable plans or policies adopted by the City Council.
 - a) This Council finds that the proposed development, as conditioned, will harmonize with the land uses in the area of the subject property and is consistent with the applicable objectives of the Lemon Grove General Plan.

7. In order to approve this Planned Development Permit the City Council must find that the proposed development is sensitive to the site's topography, minimizes grading and avoids disruption to hillsides.
 - a) This Council finds that the project site has been previously disturbed and that the proposed grading for the site is appropriate access, adequate open space, and the existing topography on adjacent properties and road systems.

8. In order to approve this Planned Development Permit the City Council must find that the proposed use will not become detrimental to the public interest, health, safety, convenience or general welfare.
 - a) This Council finds that the design of the proposed project complies, or will be made to comply; with all of the applicable requirements of the City

Zoning Ordinance relating to public safety and no such detriment should occur.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the facts set forth in the recital of this Resolution are found and declared to be true, and therefore the City Council of the City of Lemon Grove recommends City Council approval of Planned Development Permit PDP06-09 in conjunction with Tentative (Planned Development) Map (TM0053) and consistent with the plans, dated received October 9, 2006 and January 29, 2007 and incorporated herein by reference as Exhibit A except as noted herein, to authorize the proposed development of a nine unit condominium development consisting of three, three story buildings each with three dwelling units, including landscaping, screening, and off-street parking on approximately 0.37 acres of vacant land (8084 Lemon Grove Way) located approximately 150 feet north of Lemon Grove Way, Lemon Grove California. The approval of this project shall be subject to the following conditions:

- A. Prior to the issuance of the building permit for the construction of the facility authorized by this Planned Development Permit the applicant shall comply with the following:
- 1) Obtain City Council approval of Tentative (Planned Development) Map (TM0053), and Planned Development Permit (PDP06-09).
 - 2) Record the Final (Planned Development) Map for TM0053.
 - 3) All physical elements of the proposed project shown on the approved plans dated October 9, 2006 and January 29, 2007 except as noted herein, shall be located substantially where they are shown and shall be constructed in accordance with appropriate Lemon Grove City Code.
 - 4) All dwelling units shall be equipped with an automatic fire suppression sprinkler system consistent with NFPA 13R standards to the satisfaction of the Fire Marshal. Fire sprinkler plans shall be submitted directly to the Fire Department for plan check review.
 - 5) The west side of the access easement shall be marked as a Fire Lane. Fire Lane signs and markings shall be provided to prohibit parking to the satisfaction of the Fire Marshal.
 - 6) The project shall comply with the applicable provisions of the 2001 California Building Code (which adopts the 1997 UBC, 2000 UPC, UMC, 2002 NEC, Fire Code and Title 24 Energy requirements).
 - 7) Install the required fire hydrant prior to construction with combustible materials. The exact size, type and location of said hydrant shall be to the satisfaction of the Fire Marshal.

- 8) All garage doors shall be equipped with an automatic roll-up garage door and remote control. This requirement shall also be included in the CC &Rs.
- 9) Submit for the approval of the Community Development Director a detailed landscape and irrigation plan for the entire project. Provide reference sheets for the grading and landscape erosion control plans. The plan shall indicate all surface improvements including but not limited to the design and locations of all walls, fences, driveways, walkways, botanical and common names of all plant materials, number, size and location of all plantings; all irrigation lines including valves and back-flow devices; and soil amendments. Said landscape plan shall comply with the requirements of Section 17.24.050(B) of the Municipal Code. The landscape plan shall be in substantial conformance to the approved landscape concept plan.
- 10) The building plans for the proposed dwelling unit shall include one copy of a sample the exterior building materials and colors to the satisfaction of the Community Development Director.
- 11) The CCR's adopted for this project shall include a requirement that all landscaping shall be well maintained and adequately watered at all times.
- 12) The required trash enclosure shall be constructed of 6-foot high masonry walls with opaque gates and shall be of sufficient size to accommodate the number and size of trash receptacles and recycling containers required for this project. The design of the trash enclosure shall include a decorative cover to the satisfaction of the Community Development Director.
- 13) The building plans and/or improvement plans shall indicate the removal of the two southerly utility poles located along the west side of the access easement and the undergrounding of all utility lines on said utility poles.
- 14) Final occupancy will be granted upon final inspection approval. The payment of the Parkland Dedication fee shall be paid for each dwelling unit prior to final inspection.
- 15) Prior to the issuance of the building permits for the proposed dwelling units the applicant shall submit an acoustical analysis of the proposed building plans that shows compliance with the interior noises level requirements of California Code Title 24.
- 16) Prior to the issuance of the building permits for the proposed dwelling units the applicant shall submit an acoustical analysis of the proposed building plans that shows compliance with the exterior noises levels for the proposed patios and balconies are consistent with the City of Lemon Grove Municipal Code Exterior Noise requirements.

- 17) All light fixtures shall be designed, shielded and adjusted to reflect light downward, away from any road or street, and away from any adjoining premises.
- 18) Vehicular sight distance of all driveway entrances shall be to the satisfaction of the City Engineer
- 19) All new utility distribution facilities located within the boundaries of the subject property, including cable television shall be placed underground. This requirement shall also be noted in the CC&Rs.
- 20) Proper drainage shall be maintained throughout this property so as to prevent ponding and/or storage of surface water and to convey storm water runoff consistent with the SUSMP and Drainage and Hydrology Report prepared for this project and to the satisfaction of the Water Quality Program Coordinator and City Engineer.
- 21) The terms and conditions of the Planned Development Permit shall be binding upon the permittee and all persons, firms, and corporations having an interest in the property subject to this Planned Development Permit and the heirs, executors, administrators, successors, and assigns of each of them, including municipal corporations, public agencies, and districts.

B. Upon certification by the Community Development Director for occupancy or establishment of use allowed by the Planned Development Permit of this project, the following shall apply:

- 1) Comply with all of the Conditions of Section A of this resolution and the requirements of TM0053, if applicable.
- 2) All landscaping shall be well maintained and adequately watered at all times.
- 3) The proposed facility shall fully comply with the requirements of the Fire Code to the satisfaction of the Fire Chief.
- 4) The use of barbed wire or razor ribbon on any fences, gates or walls is prohibited.
- 5) All screening fences, walls and landscaping on the subject property shall be maintained in good condition at all times.
- 6) All light fixtures shall be designed, shielded and adjusted to reflect light downward, away from any road or street, and away from any adjoining premises.

- 7) All graffiti shall be removed or painted over with a paint that closely matches the color of the exterior of the building within 48 hours of the discovery of the graffiti.
- 8) All structures on the subject property shall comply with all of the appropriate requirements of the Uniform Building Code, Mechanical Code, National Electric Code and Fire Code to the satisfaction of the City of Lemon Grove Building Official and Fire Chief.
- 9) All aspects of the project shown on the approved plans dated October 9, 2006 shall be located substantially as indicated and shall be constructed in accordance with all appropriate City of Lemon Grove Codes and Ordinances.
- 10) The terms and conditions of this Planned Development Permit shall be binding upon the permittee and all persons, firms, and corporations having an interest in the property subject to this Planned Development Permit and the heirs, executors, administrators, successors, and assigns of each of them, including municipal corporation, public agencies, and districts.
- 11) Provide evidence of compliance with Lemon Grove Community Development Agency Resolution No. 206, adopted June 20, 2006 regarding the provision of up to two dwelling units of affordable housing to the satisfaction of the Executive Director and Agency Attorney.

D. This Planned Development Permit expires two years from the effective date (or such longer period as may be approved by the Planning Commission or the City Council of the City of Lemon Grove prior to said expiration date) unless all requirements of this Planned Development Permit have been met prior to said expiration date.

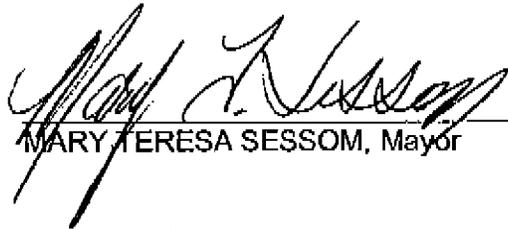
////

////

////

PASSED AND ADOPTED by the City Council of the City of Lemon Grove, California on February 20, 2007, by the following vote:

<u>COUNCILMEMBERS</u>	AYES	NOES	ABSTAIN	ABSENT
Mary Teresa Sessom	xx			
Thomas Clabby	xx			
Mary England	xx			
Jerry Jones	xx			
Jerry Selby	xx			


MARY TERESA SESSOM, Mayor

Attest:

SUSAN GARCIA, City Clerk

CERTIFICATION OF CITY CLERK

I, Susan Garcia, City Clerk of the City of Lemon Grove, California do hereby certify the foregoing to be a true and exact copy of Resolution No. 2695 duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

SUSAN GARCIA, City Clerk

EXHIBIT C

GRANT DEED WITH DEED RESTRICTION

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

APN 475-450-19-00

(Space Above For Recorder's Use)

GRANT DEED AND DEED RESTRICTION

The undersigned grantor declares:
Documentary Transfer Tax not shown pursuant
To Section 11932 of the Revenue and
Taxation Code

City of Lemon Grove

THAT THE CITY OF LEMON GROVE, CALIFORNIA, a public body ("Grantor"), for good and valuable consideration paid in hand by The San Diego Community Land Trust, a California 501(c)(3) non-profit organization ("Grantee"), whose address is 10620 Treena Street, Suite 230, San Diego, CA 92131, the receipt and sufficiency of which are hereby acknowledged, HAS GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents DOES GRANT, BARGAIN, SELL AND CONVEY unto Grantee all that certain land situated in the City of Lemon Grove, County of San Diego, State of California, and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, together with all of Grantor's right, title and interest in and to all appurtenances thereon or in any way appertaining thereto and all of Grantor's right, title and interest in and to all buildings, structures, fixtures and improvements located

thereon (said land, real property, rights improvements and appurtenances being herein collectively referred to as the "Property").

The Property shall be used exclusively for the development of nine (9) affordable housing units to be made available by Grantee to households earning from 80 percent to 120 percent of the San Diego Area Median Income, as published annually by the State of California Department of Housing and Community Development, or successor agency, at the time of sale or resale (via ground lease). Sales and resales of individual housing units will be subject to a 99 year ground lease between prospective household owners as ground lessee and Grantee as ground lessor.

EXECUTED on _____, _____, to be effective upon delivery of this Grant Deed by or on behalf of Grantor to Grantee.

GRANTOR:

THE CITY OF LEMON GROVE,
CALIFORNIA,
a public body

By: _____

Name: _____

Title: _____

Exhibit A to Grant Deed

LEGAL DESCRIPTION

LEGAL DESCRIPTION

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

PARCEL 1:

THE NORTH 200.00 FEET OF THE SOUTH 347.00 FEET OF THE EASTERLY 1 1/2 ACRES OF THE WESTERLY 3 1/2 ACRES OF THE EASTERLY 6 ACRES OF LOT 14 OF SUBDIVISION NO. 2, LOT 12, RANCHO MISSION OF SAN DIEGO, IN THE CITY OF LEMON GROVE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 686, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 5, 1891.

EXCEPTING THEREFROM THE WESTERLY 15 FEET THEREOF.

PARCEL 2:

A RIGHT OF WAY FOR ROAD PURPOSES OVER AND ACROSS THE WESTERLY 15 FEET OF THE SOUTH 347 FEET OF THE EASTERLY 1 1/2 ACRES OF THE WESTERLY 3 1/2 ACRES OF THE EASTERLY 6 ACRES OF SAID LOT 14.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UNDERGROUND UTILITIES, OVER, UNDER, ALONG, AND ACROSS ALL THAT PORTION OF THE WESTERLY 2 ACRES OF THE EASTERLY 6 ACRES OF LOT 14, SUBDIVISION NO. 2 OF LOT 12 OF RANCHO MISSION, IN THE CITY OF LEMON GROVE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 686, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON OCTOBER 5, 1891, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID WESTERLY 2 ACRES, DISTANT THEREON SOUTHERLY 190 FEET FROM THE NORTHEASTERLY CORNER THEREOF, BEING ALSO THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO BERT E. HEATH AND WIFE, BY DEED DATED MAY 14, 1948, AND RECORDED IN BOOK 2807, PAGE 24 OF OFFICIAL RECORDS; THENCE WESTERLY ALONG THE SOUTH LINE OF HEATH'S LAND 110 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID WESTERLY 2 ACRES 224.75 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTHERLY LINE OF HEATH'S LAND 95 FEET TO AN INTERSECTION WITH A LINE DRAWN AND AT RIGHT ANGLES 15 FEET WESTERLY FROM THE EAST LINE OF SAID WESTERLY 2 ACRES; THENCE SOUTHERLY ALONG SAID PARALLEL LINE 270.30 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 14, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTH LINE 15 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WESTERLY 2 ACRES 264.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 14 A

DISTANCE OF 15 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE EAST LINE OF SAID WESTERLY 2 ACRES 264.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT C

MEMORANDUM OF OPTION AGREEMENT

[SEE ATTACHED]



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

SEP 23, 2014 12:38 PM

City Clerk
City of Lemon Grove
3232 Main Street
Lemon Grove, California 91945

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 32.00

PAGES: 6



MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT ("Memorandum") is made and entered into as of September 22, 2014, by and between THE CITY OF LEMON GROVE, ("Optionor"), and THE SAN DIEGO COMMUNITY LAND TRUST, ("Optionee"), who agree as follows:

A. Optionor is the fee owner of that certain real property in San Diego County, California more particularly described on Exhibit "1", attached hereto ("Property").

B. Pursuant to the provisions and conditions of that certain Option Agreement, dated September 23, 2014, between Optionor and Optionee, as the same may be amended and modified from time to time ("Option Agreement"), the provisions and conditions of which are hereby incorporated herein by this reference, Optionor has granted to Optionee the exclusive right and option to purchase the Property upon and subject to the provisions and conditions and for the term set forth in the Option Agreement.

C. The time period during which the "Option" (as defined in the Option Agreement) may be exercised by Optionee commences upon the "Effective Date" (as defined in the Option Agreement) and expires on September 16, 2016, unless earlier terminated.

D. This Memorandum is being recorded to give notice to the public that the Property is subject to the provisions and conditions of the Option Agreement.

E. This Memorandum is intended to summarize certain of the provisions and conditions of the Option Agreement, but in no way changes, modifies or otherwise affects any of the provisions and conditions of the Option Agreement.

F. In the event of any conflict between this Memorandum and the Option Agreement, the provisions and conditions of the Option Agreement shall prevail.

IN WITNESS WHEREOF, Optionor and Optionee have executed this Memorandum of Option Agreement as of the day and year above written.

OPTIONOR:

THE CITY OF LEMON GROVE.,

By: _____

Name: _____

Its: _____

OPTIONEE:

THE SAN DIEGO COMMUNITY LAND TRUST,

By: _____

Name: _____

Its: _____

[Notary Acknowledgment on following page]

EXHIBIT D

QUITCLAIM DEED

[SEE ATTACHED]

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Lemon Grove
3232 Main Street
Lemon Grove, California 91945

MAIL TAX STATEMENTS TO THE
ABOVE

(THIS SPACE FOR RECORDER'S USE)

APN 475-450-19-00

QUITCLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged,

THE SAN DIEGO COMMUNITY LAND TRUST, does hereby remise, release and forever quitclaim to THE CITY OF LEMON GROVE, all right, title and interest created or disclosed by that certain Memorandum of Option Agreement, dated as of September __, 2014, and recorded on _____, 2014 as Document No. _____, in and to the real property located in the City of Escondido, County of San Diego, State of California, as further described on Exhibit "1" attached hereto.

Dated: _____, 2014

THE SAN DIEGO COMMUNITY LAND TRUST,

By: _____
Name: _____
Its: _____

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

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

PARCEL 1:

THE NORTH 200.00 FEET OF THE SOUTH 347.00 FEET OF THE EASTERLY 1 1/2 ACRES OF THE WESTERLY 3 1/2 ACRES OF THE EASTERLY 6 ACRES OF LOT 14 OF SUBDIVISION NO. 2, LOT 12, RANCHO MISSION OF SAN DIEGO, IN THE CITY OF LEMON GROVE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 686, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 5, 1891.

EXCEPTING THEREFROM THE WESTERLY 15 FEET THEREOF.

PARCEL 2:

A RIGHT OF WAY FOR ROAD PURPOSES OVER AND ACROSS THE WESTERLY 15 FEET OF THE SOUTH 347 FEET OF THE EASTERLY 1 1/2 ACRES OF THE WESTERLY 3 1/2 ACRES OF THE EASTERLY 6 ACRES OF SAID LOT 14.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UNDERGROUND UTILITIES, OVER, UNDER, ALONG, AND ACROSS ALL THAT PORTION OF THE WESTERLY 2 ACRES OF THE EASTERLY 6 ACRES OF LOT 14, SUBDIVISION NO. 2 OF LOT 12 OF RANCHO MISSION, IN THE CITY OF LEMON GROVE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 686, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON OCTOBER 5, 1891, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID WESTERLY 2 ACRES, DISTANT THEREON SOUTHERLY 190 FEET FROM THE NORTHEASTERLY CORNER THEREOF, BEING ALSO THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO BERT E. HEATH AND WIFE, BY DEED DATED MAY 14, 1948, AND RECORDED IN BOOK 2807, PAGE 24 OF OFFICIAL RECORDS; THENCE WESTERLY ALONG THE SOUTH LINE OF HEATH'S LAND 110 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID WESTERLY 2 ACRES 224.75 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTHERLY LINE OF HEATH'S LAND 95 FEET TO AN INTERSECTION WITH A LINE DRAWN AND AT RIGHT ANGLES 15 FEET WESTERLY FROM THE EAST LINE OF SAID WESTERLY 2 ACRES; THENCE SOUTHERLY ALONG SAID PARALLEL LINE 270.30 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 14, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTH LINE 15 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WESTERLY 2 ACRES 264.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 14 A

DISTANCE OF 15 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE EAST LINE OF SAID WESTERLY 2 ACRES 264.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT E

CITY OF LEMON GROVE RESOLUTION NO. 2694

RESOLUTION NO. 2694

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA APPROVING TENTATIVE SUBDIVISION (PLANNED DEVELOPMENT)
MAP TM0053 TO AUTHORIZE THE DEVELOPMENT OF A NINE UNIT PLANNED
DEVELOPMENT PROJECT CONSISTING OF THREE, THREE STORY BUILDINGS
WITH THREE DWELLING UNITS IN EACH BUILDING ON 0.37 ACRES LOCATED ON
A VACANT LOT APPROXIMATELY 150 FEET NORTH OF LEMON GROVE WAY (8084
LEMON GROVE WAY) LEMON GROVE, CALIFORNIA**

WHEREAS, on October 9, 2006 Brady Gunther filed a complete application for Tentative Subdivision (Condominium) Map No 0053 proposing a nine unit condominium map as defined by Section 1351 of the California Civil Code on 0.37 acres of land pursuant to the Subdivision Map Act and the City of Lemon Grove Subdivision Ordinance; and

WHEREAS, a draft Mitigated Negative Declaration of Environmental Impact has been prepared for the project on September 28, 2006 and will be filed subsequent to City Council approval; and

WHEREAS, a public hearing was duly noticed and held by the Lemon Grove Planning Commission on October 23, 2006; and

WHEREAS, subsequent to the City Council approval of this Tentative Map the applicant filed a request to amend the authorization of this application for this Tentative Map as a Planned Development as defined by California Civil Code Section 1351(k), and

WHEREAS, a public hearing was duly noticed and held by the Lemon Grove Planning Commission on February 12, 2007 to consider the amendment of this Tentative Map. At said hearing the Planning Commission recommended City Council approval of the proposed amendment; and

WHEREAS, a public hearing was duly noticed and held by the Lemon Grove City Council on February 20, 2007 to consider the amendment of this Tentative Map; and

WHEREAS, this City Council has considered said Tentative Map and recommendations of Planning Commission, Community Development Department, City Engineer, and the Lemon Grove Fire Department with respect thereto and has determined that the conditions hereinafter enumerated are necessary to insure that the subdivision and the improvements thereof will conform to all ordinances, plans, rules, and improvement and design standards of the City of Lemon Grove; and

WHEREAS, the City Council has also considered Planned Development Permit (PDP06-09), architectural and landscape plans dated received October 9, 2006 and January 29, 2007 associated with Tentative Subdivision (condominium) map TM0053; and

WHEREAS, the City Council has reviewed the design of the proposed subdivision and recommends the following waivers of certain requirements of the City Subdivision Ordinance in order to accommodate the proposed condominium map pursuant to Municipal Code Section 16.12.280:

- 1) A waiver of Section 17.16.040D1 (Minimum Lot Area) and Section 16.12.220B (Design Standards) to allow the proposed condominium lots to have less than 6,000 square feet or 1,500 feet per dwelling unit minimum lot area as specified in the Development Code because said waiver is necessary in order to accommodate a condominium map.
- 2) A waiver of Section 17.16.040D3 (Minimum Lot Width and Depth) and 16.12.220D (Design Standards) to allow the proposed condominium lots to have less than the 60 foot minimum width and 90 foot minimum lot depth as specified in the Development Code because said waiver is necessary to accommodate a condominium map.
- 3) A waiver of Section 16.12.220C (Design Standards) to allow the proposed condominium lots to front on a private access easement because the City Engineering Department and Fire Department have determined that the access easement is adequate to provide access to the proposed project and surrounding properties.
- 4) A waiver of Section 17.16.040 D-4(a-c) of the Development Code to allow less than the required setbacks as shown on the approved site plan dated January 29, 2007.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT this Council hereby makes the following findings:

- 1) The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because a revised Mitigated Negative Declaration of Environmental Impact has been prepared for the proposed project and will be filed subsequent to its adoption by the City Council; and
- 2) The proposed tentative subdivision map (TM0053) is consistent with the Residential Medium/High density (up to 29-dwelling units per net acre) land use designation of the Lemon Grove General Plan; and
- 3) The site is physically suitable for the proposed density of development because public utilities will be available to serve the proposed density; and
- 4) The design of the subdivision or the type of improvements will not cause serious public health problems because public sewer services will be provided to the subdivision; and
- 5) The design of the subdivision or type of improvements do not conflict with easements, acquired by the public at large, for access through, or use of property within the proposed subdivision because alternate access will be required to be provided, as defined under Section 66474 of the Government Code, State of California; and
- 6) The design and improvements of the proposed subdivision map complies with the requirements of the State Subdivision Map Act and the City of Lemon Grove Subdivision Ordinance except as specifically waived by the Planning Commission and the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lemon Grove, California that the following recommendation adopted:

SECTION 1. That the City Council adopt the revised Mitigated Negative Declaration that TM0053 would have no significant effect on the environment as mitigated.

SECTION 2. That the City Council grant the following waivers of certain requirements of the City Subdivision Ordinance in order to accommodate the design of this project and because these waivers are necessary for the economic viability of the proposed project and in order to provide an affordable housing development:

- 1) A waiver of Section 17.16.040D1 (Minimum Lot Area) and Section 16.12.220B (Design Standards) to allow the proposed condominium lots to have less than 6,000 square feet or 1,500 feet per dwelling unit minimum lot area as specified in the Development Code because said waiver is necessary in order to accommodate a condominium map.
- 2) A waiver of Section 17.16.040D3 (Minimum Lot Width and Depth) and 16.12.220D (Design Standards) to allow the proposed condominium lots to have less than the 60 foot minimum width and 90 foot minimum lot depth as specified in the Development Code because said waiver is necessary to accommodate a condominium map.
- 3) A waiver of Section 16.12.220C (Design Standards) to allow the proposed lots to front on a private access easement because the City Engineering Department and Fire Department have determined that the access easement is adequate to provide access to the proposed project and surrounding properties
- 4) A waiver of Section 17.16.040 D-4(a-c) of the Development Code to allow for reduced setbacks as shown on the approved site plan dated January 29, 2007.

SECTION 3. That the City Council approve Tentative Map TM0053 subject to the following conditions which shall be complied with before a final map thereof is approved by the City Council and filed with the County Recorder of San Diego County.

A. PRIOR TO ISSUANCE OF ANY GRADING OR IMPROVEMENT PERMIT:

- 1) Obtain approval of all required discretionary permits (Tentative Map (TM0053) and Planned Development Permit (PDP06-09).
- 2) Submit and obtain approval of a Standard Urban Stormwater Mitigation Plan for the proposed project to the satisfaction of the Water Quality Program Coordinator and the City Engineer. The SUSMP shall be completed and approved prior to the issuance of any other permits.
- 3) Submit and obtain approval of the grading plan to the satisfaction of the City Engineer.
- 4) The applicant shall obtain annexations into the City of Lemon Grove Sanitation District and the Helix Water District.

B. PLANS AND SPECIFICATIONS

Public Improvements

The subdivider shall submit plans and specifications for improvements of all streets, access and drainage easements, culverts, drainage structures and drainage channels to the City Engineer of the City of Lemon Grove and for approval which includes off-site improvements (if applicable).

- 5) Street alignments and grades, including the change of any existing or proposed street alignment and grade, shall be as required by the City Engineer.
- 6) Provide construction plans and construct the private road improvements on-site or execute a secured agreement to construct said improvements prior to the recordation of the map. This agreement requires posting of security in the form of a cash deposit, instrument of credit, or bond and the improvements to be completed within 24 months from the recordation of the map. The improvements shall consist of improvements as shown on the approved tentative map.
- 7) Obtain an encroachment permit for the installation of private facilities and/or for grading work in/or adjacent to the public right-of-way.
- 8) The installation of gas, electric, sewer, and water lines and any other below surface utilities is required to take place before the installation of any concrete curbs, gutters, sidewalks, and surfacing of the streets (including repair or replacement).
- 9) All existing and proposed overhead utility distribution facilities located within the boundaries of the subdivision are to be placed underground.
- 10) All proposed structures on the subject property shall connect to the utility systems via underground systems.
- 11) Each dwelling unit in the development shall be protected with an approved automatic fire suppression sprinkler system to the satisfaction of the Fire Marshal.
- 12) The structural pavement section for the private access easement and the driveways located on the subject property shall be based on the soils report prepared by a Geotechnical Engineer to the satisfaction of the City Engineer.
- 13) Sight distance requirements at all intersections shall conform to the intersectional sight distance criteria as provided to the American Association of State Highway Officials in the publication "Geometric Design for Local Roads and Streets 1971" or as revised.
- 14) If the improvement plans show a need to excavate in any public road right-of-way, the developer shall place a cash deposit with the City engineer to insure any damage to the existing roadway or other public improvements are repaired in a timely manner.
- 15) All public streets curb return radii shall be a minimum radius acceptable to the City of Lemon Grove Fire Chief and City Engineer.

- 16) The improvement plans shall include provision for an island around the existing utility pole locate on the north side of Lemon Grove at the intersection with the private access easement to the subject property. The design of said island shall include bollards to protect the utility pole and shall be to the satisfaction of the City Engineer.
- 17) The design of the driveway shall include minimum 10-foot wide openings to the satisfaction of the City Engineer.
- 18) The improvement plans shall include a detail of the curb outlet to the satisfaction of the City Engineer.
- 19) Submit a draft maintenance agreement for the on-going maintenance of access easement and off-street parking spaces for recordation on the final map.
- 20) Where private easements roads are not being dedicated or where the land division is not on a public street, the subdivider shall provide the City Engineer with letters from the serving utility companies stating that arrangements satisfactory to the utility have been made to serve all parcels created. No letter will be required from the Pacific Bell Telephone Company.

Sanitary Sewer Service

- 21) Each dwelling unit of the proposed subdivision shall be connected to a sewer of the Lemon Grove Sanitation District.
- 22) The applicant shall submit sewer lateral plans with the improvement plans. These sewer lateral plans shall be submitted in digital format and paper copies to the satisfaction of the City Engineer.
- 23) Backflow prevention devices for private building sewers shall be required pursuant to Section 710.0 of the CBC (2000 UPC).

Flooding/Drainage Dedication and/or Requirements

- 24) The subdivider shall prepare construction plans and construct drainage facilities in accordance with the Drainage and Hydrology Study prepared for the project and to the satisfaction of the City Engineer.
- 25) Provide the City with a final drainage/hydrology report/letter indicating that the site design is in accordance with the report and the National Pollutant Discharge Elimination System (NPDES) permit.
- 26) The Developer, Current and Future Property Owners shall adhere to the recommendations of the requirements of the SUSMP prepared for this project to the satisfaction of the Water Quality Program Coordinator and the City Engineer.

- 27) The applicant shall in a manner meeting the approval of the City Engineer, design provisions for surface drainage and design all necessary storm drain facilities extending to a satisfactory point of disposal for the proper control and disposal of storm runoff.

C. GRADING PLANS

- 28) The subdivider shall submit grading plans and a grading permit application to the City Engineer. Grading plans shall be prepared by a registered civil engineer and approved before or concurrently with approval of the improvements plans. The developer shall submit an erosion and sediment control plan with Construction Best Management Practices (BMPs).
- 29) Building permits shall be submitted with the grading plans for retaining walls where required.
- 30) Submit a truck routing plan for grading activities concurrent with the submittal of the grading plan and grading permit application if required by the City Engineer.
- 31) The developer/owner shall submit an erosion control plan and irrigation plan with a sediment control plan to the satisfaction of the City Engineer.
- 32) The contractor/permittee conducting any earth moving operation shall be responsible for controlling dust created by its grading operation or activities at all times.
- 33) Certification that the as-built grading is consistent with the Municipal Code 18.08.380 shall be submitted prior to issuance of building permits.
- 34) All grading permit fees and deposits shall be paid and all actions necessary preceding the issuance of the grading permit shall be completed prior to recording the final map.
- 35) Secure a grading permit from the City and execute a secured agreement prior to the recordation of the map. This agreement requires posting of security in the form of a cash deposit, instrument of credit, or bond and the improvements to be completed within 24 months from the recordation of the map. The amount of the security shall be based on the engineer's estimate and satisfaction of the Engineer.
- 36) Provide the City, upon completion of the grading, a compaction report from the geotechnical firm and a letter from a licensed civil engineer that the grading and elevations of the pad were done in accordance with the approved grading plans and prior to the issuance of building plans.
- 37) Provide the City, upon completion of the paving, a letter from the geotechnical firm or a licensed civil engineer that the structural pavement section was constructed in accordance with the geotechnical report prior to the issuance of final occupancy.

- 38) The development and preparation of the site shall conform to the recommendations of the Geotechnical report prepared by Southland Geotechnical Consultants, dated January 17, 2006 and the Addendum dated August 17, 2006.

D. FIRE PROTECTION

- 39) The submitted plans showing the size, type, and location of the required fire hydrant, minimum water supply pipe size, minimum turn radii and road width and all other requirements of the Fire Department. A final inspection by the Fire Department shall be required to confirm compliance with this requirement.
- 40) A note shall be placed on the drawing stating that the hydrant shall be installed and in service prior to construction with combustible materials. A final inspection by the Fire Department shall be required to confirm compliance with this requirement.
- 41) Each dwelling unit in the development shall be protected with an approved automatic fire suppression sprinkler system to the satisfaction of the Fire Marshal.
- 42) The west side of the private access easement is to be designated as a Fire Lane. The Fire Lane must be a minimum of 30-feet with parking allowed on one side. The fire lane will be designated per City Fire Department standards and shall be marked and posted "No Parking-Fire Lane" and the curb shall be painted red to the satisfaction of the City of Lemon Grove Fire District. A final inspection by the Fire Department shall be required to confirm compliance with this requirement prior to the construction with combustible materials.
- 43) All access roadways and driveways shall maintain a minimum vertical clearance of 13'-6" to the satisfaction of the Fire Marshal.

E. LIGHTING DISTRICT

- 44) A deposit for the initial operation costs expended by the Lighting District for these parcels shall be submitted until these parcels are placed on the Tax Assessor's yearly statement.
- 45) As-built drawings must be submitted to SDG&E to energize all of the required street lights.
- 46) A formal written request to add these lights to the Lemon Grove Lighting District must be submitted to the City of Lemon Grove Lighting District prior to permanent energizing.
- 47) Provide a 150 watt luminaire (attached to a power pole) to the satisfaction of the City Engineer. Contact SDG&E for installation and billing requirements.

F. RECORDATION OF FINAL MAP

- 48) A Homeowner's Association shall be created to manage the CC&Rs. Said CC&Rs shall be submitted to the City for review and shall be written to the satisfaction of the Community Development Director and the City Engineer. The CC&Rs shall include the requirements of the SUSMP approved for this project to the satisfaction of the Water Quality Program Coordinator, City Engineer and Community Development Director and all other HOA requirements and shall be recorded concurrent with the final map and shall include but not limited to:
- a. Best Management Practices (BMP's) and a Private Road and Drainage Maintenance Agreement. The maintenance and the preservation of the natural drainage facilities shall be included in the CC&Rs. The Developer, Current and Future Property Owners shall adhere to the recommendations of the SUSMP and CCR's approved for this project.
 - b. HOA on-going maintenance of landscaping and irrigation of slopes, parkways, open space and park areas.
 - c. Immediate removal of graffiti is required.
 - d. All garage doors shall be automatic roll-up type doors and equipped with remote control devices.
 - f. All landscape and improvements shall be well maintained at all times.
 - g. Requirements to maintain the drainage facilities and any access easements (were they occur) on the property.
 - h. Identify and implement the Best Management Maintenance BMP's identified in the Standard Urban Stormwater Mitigation Plan prepared for this project and State that the Developer, Current and Future Property Owners shall comply with the recommendations of the SUSMP prepared for this project to the satisfaction of the Water Quality Program Coordinator and the City Engineer.
 - i. Funding of the long term maintenance of the all facilities required by the SUSMP shall be included in the annual HOA budget.
- 49) The Declaration of Conditions, Covenants, and Restrictions (CC&Rs) shall clearly establish the responsibilities of the home owners with regard to the continuing maintenance and preservation of the buildings, driveways, public street parkway landscaping and irrigation, private street and drainage facilities (where they occur), slope banks, landscaping and irrigation. Said Conditions, Covenants and Restrictions shall specifically limit the number of dwelling units to 9 (nine) to be built on the site, shall give the City the right but not the duty to enter the premises to do maintenance and levy assessments if the home owners fail or refuse to maintain said facilities, and shall forbid amendments to the CC&Rs without express written consent of the City.
- 50) Prior to recordation of the final map the property owner shall execute the documentation required by and consistent with Resolution No. 206 of the Lemon Grove Community Development Agency, adopted June 20, 2006 for the provision of affordable housing.

The final map shall show or provide for the following:

- 51) The design and area of all lots and the design of the final map shall be in substantial conformance to that shown on the approved tentative map the satisfaction of the Community Development Director.
- 52) The final map shall include the entire area shown on the tentative map and shall not be filed as units. Lot numbering and design on the final map shall be in substantial conformance to that shown on the approved tentative map.
- 53) The Final Map shall indicate that this project is a planned development project as defined by Section 1351 of the California Civil Code for a maximum of nine (9) dwelling units.
- 54) The Final Map shall include a note to the satisfaction of the Executive Director and Attorney of the Lemon Grove Community Development Agency regarding the provision of affordable housing as required by Agency Resolution No. 206 adopted June 20, 2006

G. OTHER

The subdivider shall accomplish the following:

- 53) The subdivider shall grant to the appropriate agency by recorded documents all required off-site easements and all on-site water main easements that serve fire hydrants, or furnish a letter from said agency that none are required.
- 54) The subdivider shall comply with section 66436 of the Government Code by furnishing to the City Engineer a certification from each public utility and each public entity owning easements within the proposed subdivision stating that: a) they have received from the developer a copy of the proposed final map; b) they object to/do not object to the filing of the map without their signature; c) in the case of a street dedication affected by their existing easement, they will sign a "subordination certification" or "joint-use certificate" on the map when required by the governing body. In addition, the subdivider shall furnish proof to the satisfaction of the City Engineer that no new encumbrances have been created that would subordinate the City's interest over areas to be dedicated for public road purposes since submittal of the tentative map.
- 55) On-site drainage shall be in compliance with the National Pollutant Discharge Elimination System (NPDES) permit.
- 56) The subdivider shall submit a title report for the property no more than 60 days in advance of the recordation of the Final Condominium Map to the City Engineer for review. The final map shall identify any easements indicated within the Title Report.
- 57) This development shall only be served by underground utilities. All utility locations shall be incorporated into the public improvement plans.
- 58) The developer/owner shall be required to repair and/or replace any damaged public improvements fronting the project.

- 59) All plans and technical studies required to be submitted to City of Lemon Grove Engineering Services Department for review and approval shall be prepared by a California Registered Professional Engineer or applicable utility provider.
 - 60) For any work within the public right-of-way, the subdivider shall secure an encroachment permit to work within the City right-of-way and place a special deposit with the City to ensure that any damage to the existing roadway or other public improvements is repaired in a timely manner.
 - 61) The subdivider shall provide the City Engineer with two reproducible Mylar copies of the parcel map for recordation.
- H. The protection of the public interest requires that the subdivider, contractors, builders, lot or parcel owners, and other person, firms and corporations concerned with the development of said subdivision conform to the following standards, and all permits required by the City of Lemon Grove will be issued pursuant to such standards:
- 62) All domestic water supplied for this subdivision shall come from the Helix Water District.
 - 63) All buildings constructed in this subdivision shall be connected to the public sewer system of the Lemon Grove Sanitation District.
 - 64) The project shall comply with applicable provisions of the 2001 California Building Code which adopts the 1997 UBC, 2000 UMC, UPC, 2002 NEC & title 24 Energy Requirements.
 - 65) Sewer and water lines shall not be laid in the same trench in any part of this subdivision.
 - 66) Proper drainage shall be maintained throughout this subdivision as to prevent ponding and/or storage of surface water and shall be in compliance with the National Pollutant Discharge Elimination System (NPDES) permit to the satisfaction of the City Engineer.
- I. This approval of this tentative map will expire two years from the date of approval. The final map or maps conforming to this conditionally approved tentative map shall be filed with the City Council in time so that said Council may approve the map before this approval expires unless prior to that date the Planning Commission or City Council subsequently grants a one-year time extension for obtaining such approval of said final map or maps as provided by the City Subdivision Ordinance.
- J. The subdivider shall indemnify, protect, defend, and hold harmless, the City and any agency thereof, and/or any of its officers, employees, and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees, or agents to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the city, concerning the project, City shall promptly notify the applicant/subdivider of any claim, action, or proceeding brought within this time period, and City shall further cooperate fully. If the City fails to promptly notify the applicant/subdivider of any such claim, action, or proceeding, or fails to cooperate fully in the defense, the applicant/subdivider shall not

thereafter be responsible to indemnify, defense, protect or hold harmless the City, any agency or instrumentality thereof, or any of its officers, employees, or agents.

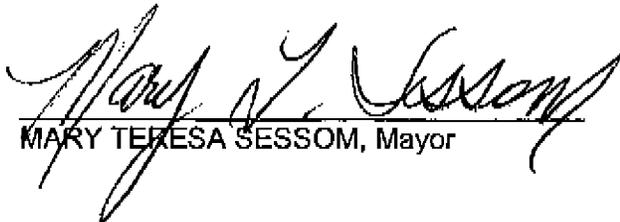
////

////

////

PASSED AND ADOPTED by the City Council of the City of Lemon Grove, California on February 20, 2007 by the following vote:

<u>COUNCILMEMBERS</u>	<u>AYES</u>	<u>NOES</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Mary Teresa Sessom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thomas Clabby	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mary England	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jerry Selby	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


MARY TERESA SESSOM, Mayor

Attest:


SUSAN GARCIA, City Clerk

CERTIFICATION OF CITY CLERK

I, Susan Garcia, City Clerk of the City of Lemon Grove, California do hereby certify the foregoing to be a true and exact copy of Resolution No. 2694 duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

SUSAN GARCIA, City Clerk

EXHIBIT F

City of Lemon Grove Resolution No. 2695

EXHIBIT F

CITY OF LEMON GROVE RESOLUTION NO. 2695

RESOLUTION NO. 2695

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING PLANNED DEVELOPMENT PERMIT PDP06-09 TO AUTHORIZE THE DEVELOPMENT OF A NINE UNIT PLANNED DEVELOPMENT PROJECT CONSISTING OF THREE, THREE STORY BUILDINGS WITH THREE DWELLING UNITS IN EACH BUILDING ON 0.37 ACRES OF LAND INCLUDING OFF-STREET PARKING, LANDSCAPING, AND SCREENING LOCATED ON A VACANT LOT APPROXIMATELY 150 FEET NORTH OF LEMON GROVE WAY (8084 LEMON GROVE WAY) LEMON GROVE, CALIFORNIA

WHEREAS, Brady Gunther filed a complete application for a Planned Development Permit on October 9, 2006 to authorize the construction of a nine unit planned development project as defined by Section 1351 of the California Civil Code and consisting of three, three story buildings with three dwelling units in each building, landscaping and screening located on approximately 0.37 acres of vacant land approximately 150 feet north of Lemon Grove Way (8084 Lemon Grove Way), Lemon Grove, California; and

WHEREAS, a Mitigated Negative Declaration of Environmental Impact will be filed subsequent to its adoption and the approval of the proposed project; and

WHEREAS, a public hearing was duly noticed and held by the Lemon Grove Planning Commission on October 23, 2006; and

WHEREAS, subsequent to the City Council approval of this Tentative Map the applicant filed a request to amend the authorization of this application for this Tentative Map as a Planned Development as defined by California Civil Code Section 1351(k), and

WHEREAS, a public hearing was duly noticed and held by the Lemon Grove Planning Commission on February 12, 2007 to consider the amendment of this Tentative Map. At said hearing the Planning Commission recommended City Council approval of the proposed amendment; and

WHEREAS, a public hearing was duly noticed and held by the Lemon Grove City Council on February 20, 2007 to consider the amendment of this Tentative Map; and

WHEREAS, the City Council has determined that the following findings of fact, as required by Section 17.28.030(D) of the Lemon Grove Zoning Ordinance, can be made as follows:

1. In order to approve this Planned Development Permit the City Council must find that the development proposed in the plans and drawings which accompany the application will be consistent with the objective of this Section.

- a) This Council finds that the design of this project is consistent with the objectives of the Planned Development Permit Section of the City Zoning Ordinance because the design of the development utilizes modern site design techniques and conditions have been included in the approval of this project to make it consistent with the requirements of the Zoning Ordinance and to create a project which is harmonious with the existing and potential development in the vicinity.
2. In order to approve this Planned Development Permit the City Council must find that the proposed location of this Planned Development is consistent with the purposes of the Zoning District in which the subject property is located:
 - a) This Council finds that the proposed project complies, or conditions have been included which require it to comply with the requirements of the Zoning Ordinance for a residential development of this type.
 3. In order to approve this Planned Development Permit the City Council must find that the proposed development will comply with each of the applicable provisions of the Zoning Ordinance including off-street parking, landscaping/screening and open space.
 - a) This Council finds that the proposed project complies with, or conditions have been included for this project to make it comply with the Zoning Ordinance requirements relating to off-street parking and screening and landscaping.
 - b) This Council grants the request of the project proponent for the following waivers of the useable open space requirements of the Zoning Ordinance as required by Section 65915, et seq. (Density Bonuses and Other Incentives) of the Government Code are necessary in order to assure the economic viability of this affordable housing project:
 - 1) A waiver of Section 17.24.070B2 (Useable Open Space) to allow the common useable open space to be located within the front yard setback pursuant to Section 65915, et seq. (Density Bonuses and Other Incentives) of the Government Code.
 - 2) A waiver of Section 17.16.040D6 to allow less than 500 square feet of Useable Open Space per dwelling unit pursuant to Section 65915, et seq. (Density Bonuses and Other Incentives) of the Government Code.
 - 3) A waiver of Section 17.16.040 D-4(a-c) of the Development Code to allow less than the required setbacks as shown on the approved site plan dated January 29, 2007.

4. In order to approve this Planned Development Permit the City Council must find that existing street and systems for water, drainage and sewerage which are intended to serve the proposed development are adequate or will be made adequate to accommodate the additional burdens imposed by the proposed project.
 - a) This Council finds that this project will provide adequate systems for water, drainage and sewerage to serve the proposed development and does not impose unacceptable burdens on the existing systems.
5. In order to approve this Planned Development Permit the City Council must find that the combination of dwelling types, lot size, and uses in the development will complement each other and will harmonize with existing and proposed land uses in the vicinity; the planned open space, parking and recreation facilities are consistent with the anticipated population of the development.
 - a) This Council finds that the design of the proposed project, as conditioned, will be harmonious with the surrounding land uses and adequate for the anticipated population of the development.
6. In order to approve this Planned Development Permit the City Council must find that the development will produce an environment of sustained desirability and stability, harmonious with the character of the surrounding area and consistent with the objectives of the Lemon Grove General Plan and other applicable plans or policies adopted by the City Council.
 - a) This Council finds that the proposed development, as conditioned, will harmonize with the land uses in the area of the subject property and is consistent with the applicable objectives of the Lemon Grove General Plan.
7. In order to approve this Planned Development Permit the City Council must find that the proposed development is sensitive to the site's topography, minimizes grading and avoids disruption to hillsides.
 - a) This Council finds that the project site has been previously disturbed and that the proposed grading for the site is appropriate access, adequate open space, and the existing topography on adjacent properties and road systems.
8. In order to approve this Planned Development Permit the City Council must find that the proposed use will not become detrimental to the public interest, health, safety, convenience or general welfare.
 - a) This Council finds that the design of the proposed project complies, or will be made to comply; with all of the applicable requirements of the City

Zoning Ordinance relating to public safety and no such detriment should occur.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the facts set forth in the recital of this Resolution are found and declared to be true, and therefore the City Council of the City of Lemon Grove recommends City Council approval of Planned Development Permit PDP06-09 in conjunction with Tentative (Planned Development) Map (TM0053) and consistent with the plans, dated received October 9, 2006 and January 29, 2007 and incorporated herein by reference as Exhibit A except as noted herein, to authorize the proposed development of a nine unit condominium development consisting of three, three story buildings each with three dwelling units, including landscaping, screening, and off-street parking on approximately 0.37 acres of vacant land (8084 Lemon Grove Way) located approximately 150 feet north of Lemon Grove Way, Lemon Grove California. The approval of this project shall be subject to the following conditions:

- A. Prior to the issuance of the building permit for the construction of the facility authorized by this Planned Development Permit the applicant shall comply with the following:
- 1) Obtain City Council approval of Tentative (Planned Development) Map (TM0053), and Planned Development Permit (PDP06-09).
 - 2) Record the Final (Planned Development) Map for TM0053.
 - 3) All physical elements of the proposed project shown on the approved plans dated October 9, 2006 and January 29, 2007 except as noted herein, shall be located substantially where they are shown and shall be constructed in accordance with appropriate Lemon Grove City Code.
 - 4) All dwelling units shall be equipped with an automatic fire suppression sprinkler system consistent with NFPA 13R standards to the satisfaction of the Fire Marshal. Fire sprinkler plans shall be submitted directly to the Fire Department for plan check review.
 - 5) The west side of the access easement shall be marked as a Fire Lane. Fire Lane signs and markings shall be provided to prohibit parking to the satisfaction of the Fire Marshal.
 - 6) The project shall comply with the applicable provisions of the 2001 California Building Code (which adopts the 1997 UBC, 2000 UPC, UMC, 2002 NEC, Fire Code and Title 24 Energy requirements).
 - 7) Install the required fire hydrant prior to construction with combustible materials. The exact size, type and location of said hydrant shall be to the satisfaction of the Fire Marshal.

- 8) All garage doors shall be equipped with an automatic roll-up garage door and remote control. This requirement shall also be included in the CC &Rs.
- 9) Submit for the approval of the Community Development Director a detailed landscape and irrigation plan for the entire project. Provide reference sheets for the grading and landscape erosion control plans. The plan shall indicate all surface improvements including but not limited to the design and locations of all walls, fences, driveways, walkways, botanical and common names of all plant materials, number, size and location of all plantings; all irrigation lines including valves and back-flow devices; and soil amendments. Said landscape plan shall comply with the requirements of Section 17.24.050(B) of the Municipal Code. The landscape plan shall be in substantial conformance to the approved landscape concept plan.
- 10) The building plans for the proposed dwelling unit shall include one copy of a sample the exterior building materials and colors to the satisfaction of the Community Development Director.
- 11) The CCR's adopted for this project shall include a requirement that all landscaping shall be well maintained and adequately watered at all times.
- 12) The required trash enclosure shall be constructed of 6-foot high masonry walls with opaque gates and shall be of sufficient size to accommodate the number and size of trash receptacles and recycling containers required for this project. The design of the trash enclosure shall include a decorative cover to the satisfaction of the Community Development Director.
- 13) The building plans and/or improvement plans shall indicate the removal of the two southerly utility poles located along the west side of the access easement and the undergrounding of all utility lines on said utility poles.
- 14) Final occupancy will be granted upon final inspection approval. The payment of the Parkland Dedication fee shall be paid for each dwelling unit prior to final inspection.
- 15) Prior to the issuance of the building permits for the proposed dwelling units the applicant shall submit an acoustical analysis of the proposed building plans that shows compliance with the interior noises level requirements of California Code Title 24.
- 16) Prior to the issuance of the building permits for the proposed dwelling units the applicant shall submit an acoustical analysis of the proposed building plans that shows compliance with the exterior noises levels for the proposed patios and balconies are consistent with the City of Lemon Grove Municipal Code Exterior Noise requirements.

- 17) All light fixtures shall be designed, shielded and adjusted to reflect light downward, away from any road or street, and away from any adjoining premises.
- 18) Vehicular sight distance of all driveway entrances shall be to the satisfaction of the City Engineer
- 19) All new utility distribution facilities located within the boundaries of the subject property, including cable television shall be placed underground. This requirement shall also be noted in the CC&Rs.
- 20) Proper drainage shall be maintained throughout this property so as to prevent ponding and/or storage of surface water and to convey storm water runoff consistent with the SUSMP and Drainage and Hydrology Report prepared for this project and to the satisfaction of the Water Quality Program Coordinator and City Engineer.
- 21) The terms and conditions of the Planned Development Permit shall be binding upon the permittee and all persons, firms, and corporations having an interest in the property subject to this Planned Development Permit and the heirs, executors, administrators, successors, and assigns of each of them, including municipal corporations, public agencies, and districts.

B. Upon certification by the Community Development Director for occupancy or establishment of use allowed by the Planned Development Permit of this project, the following shall apply:

- 1) Comply with all of the Conditions of Section A of this resolution and the requirements of TM0053, if applicable.
- 2) All landscaping shall be well maintained and adequately watered at all times.
- 3) The proposed facility shall fully comply with the requirements of the Fire Code to the satisfaction of the Fire Chief.
- 4) The use of barbed wire or razor ribbon on any fences, gates or walls is prohibited.
- 5) All screening fences, walls and landscaping on the subject property shall be maintained in good condition at all times.
- 6) All light fixtures shall be designed, shielded and adjusted to reflect light downward, away from any road or street, and away from any adjoining premises.

- 7) All graffiti shall be removed or painted over with a paint that closely matches the color of the exterior of the building within 48 hours of the discovery of the graffiti.
- 8) All structures on the subject property shall comply with all of the appropriate requirements of the Uniform Building Code, Mechanical Code, National Electric Code and Fire Code to the satisfaction of the City of Lemon Grove Building Official and Fire Chief.
- 9) All aspects of the project shown on the approved plans dated October 9, 2006 shall be located substantially as indicated and shall be constructed in accordance with all appropriate City of Lemon Grove Codes and Ordinances.
- 10) The terms and conditions of this Planned Development Permit shall be binding upon the permittee and all persons, firms, and corporations having an interest in the property subject to this Planned Development Permit and the heirs, executors, administrators, successors, and assigns of each of them, including municipal corporation, public agencies, and districts.
- 11) Provide evidence of compliance with Lemon Grove Community Development Agency Resolution No. 206, adopted June 20, 2006 regarding the provision of up to two dwelling units of affordable housing to the satisfaction of the Executive Director and Agency Attorney.

D. This Planned Development Permit expires two years from the effective date (or such longer period as may be approved by the Planning Commission or the City Council of the City of Lemon Grove prior to said expiration date) unless all requirements of this Planned Development Permit have been met prior to said expiration date.

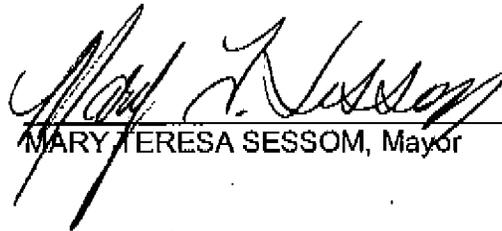
////

////

////

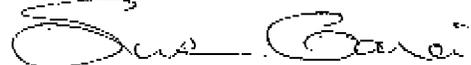
PASSED AND ADOPTED by the City Council of the City of Lemon Grove, California on February 20, 2007 by the following vote:

<u>COUNCILMEMBERS</u>	AYES	NOES	ABSTAIN	ABSENT
Mary Teresa Sessom	xx			
Thomas Clabby	xx			
Mary England	xx			
Jerry Jones	xx			
Jerry Selby	xx			



MARY TERESA SESSOM, Mayor

Attest:



SUSAN GARCIA, City Clerk

CERTIFICATION OF CITY CLERK

I, Susan Garcia, City Clerk of the City of Lemon Grove, California do hereby certify the foregoing to be a true and exact copy of Resolution No. 2695 duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

SUSAN GARCIA, City Clerk



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

SEP 23, 2014 12:38 PM

City Clerk
City of Lemon Grove
3232 Main Street
Lemon Grove, California 91945

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 32.00

PAGES: 6



MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT ("**Memorandum**") is made and entered into as of September 22, 2014, by and between THE CITY OF LEMON GROVE, ("**Optionor**"), and THE SAN DIEGO COMMUNITY LAND TRUST, ("**Optionee**"), who agree as follows:

A. Optionor is the fee owner of that certain real property in San Diego County, California more particularly described on Exhibit "1", attached hereto ("**Property**").

B. Pursuant to the provisions and conditions of that certain Option Agreement, dated September 22, 2014, between Optionor and Optionee, as the same may be amended and modified from time to time ("**Option Agreement**"), the provisions and conditions of which are hereby incorporated herein by this reference, Optionor has granted to Optionee the exclusive right and option to purchase the Property upon and subject to the provisions and conditions and for the term set forth in the Option Agreement.

C. The time period during which the "Option" (as defined in the Option Agreement) may be exercised by Optionee commences upon the "Effective Date" (as defined in the Option Agreement) and expires on September 16, 2016, unless earlier terminated.

D. This Memorandum is being recorded to give notice to the public that the Property is subject to the provisions and conditions of the Option Agreement.

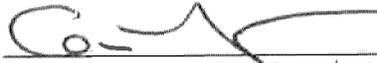
E. This Memorandum is intended to summarize certain of the provisions and conditions of the Option Agreement, but in no way changes, modifies or otherwise affects any of the provisions and conditions of the Option Agreement.

F. In the event of any conflict between this Memorandum and the Option Agreement, the provisions and conditions of the Option Agreement shall prevail.

IN WITNESS WHEREOF, Optionor and Optionee have executed this Memorandum of Option Agreement as of the day and year above written.

OPTIONOR:

THE CITY OF LEMON GROVE.,

By: 
Name: Graham Mitchell
Its: City Manager

OPTIONEE:

THE SAN DIEGO COMMUNITY LAND TRUST,

By: 
Name: JEAN M. DIAZ
Its: EXECUTIVE DIRECTOR

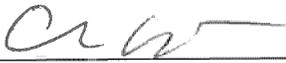
[Notary Acknowledgment on following page]

STATE OF CALIFORNIA)
COUNTY OF San Diego)

On September 22, 2014 before me, Chris James Daigle II Notary Public, personally appeared Graham Mitchell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



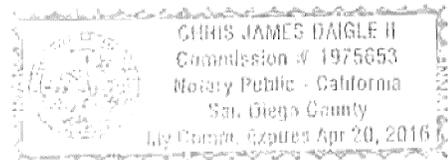
STATE OF CALIFORNIA)
COUNTY OF San Diego)

On September 22, 2014 before me, Chris James Daigle II Notary Public, personally appeared Jean M. Diaz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



LEGAL DESCRIPTION

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

PARCEL 1:

THE NORTH 200.00 FEET OF THE SOUTH 347.00 FEET OF THE EASTERLY 1 1/2 ACRES OF THE WESTERLY 3 1/2 ACRES OF THE EASTERLY 6 ACRES OF LOT 14 OF SUBDIVISION NO. 2, LOT 12, RANCHO MISSION OF SAN DIEGO, IN THE CITY OF LEMON GROVE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 686, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 5, 1891.

EXCEPTING THEREFROM THE WESTERLY 15 FEET THEREOF.

PARCEL 2:

A RIGHT OF WAY FOR ROAD PURPOSES OVER AND ACROSS THE WESTERLY 15 FEET OF THE SOUTH 347 FEET OF THE EASTERLY 1 1/2 ACRES OF THE WESTERLY 3 1/2 ACRES OF THE EASTERLY 6 ACRES OF SAID LOT 14.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UNDERGROUND UTILITIES, OVER, UNDER, ALONG, AND ACROSS ALL THAT PORTION OF THE WESTERLY 2 ACRES OF THE EASTERLY 6 ACRES OF LOT 14, SUBDIVISION NO. 2 OF LOT 12 OF RANCHO MISSION, IN THE CITY OF LEMON GROVE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 686, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON OCTOBER 5, 1891, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID WESTERLY 2 ACRES, DISTANT THEREON SOUTHERLY 190 FEET FROM THE NORTHEASTERLY CORNER THEREOF, BEING ALSO THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO BERT E. HEATH AND WIFE, BY DEED DATED MAY 14, 1948, AND RECORDED IN BOOK 2807, PAGE 24 OF OFFICIAL RECORDS; THENCE WESTERLY ALONG THE SOUTH LINE OF HEATH'S LAND 110 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID WESTERLY 2 ACRES 224.75 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTHERLY LINE OF HEATH'S LAND 95 FEET TO AN INTERSECTION WITH A LINE DRAWN AND AT RIGHT ANGLES 15 FEET WESTERLY FROM THE EAST LINE OF SAID WESTERLY 2 ACRES; THENCE SOUTHERLY ALONG SAID PARALLEL LINE 270.30 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 14, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTH LINE 15 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WESTERLY 2 ACRES 264.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 14 A

01-0254213

DISTANCE OF 15 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO
THE EAST LINE OF SAID WESTERLY 2 ACRES 264.00 FEET TO THE TRUE
POINT OF BEGINNING.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 3
Meeting Date: October 5, 2021
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager Department
Staff Contact: Lydia Romero, City Manager and Audrey Malone, Deputy City Clerk
lromero@lemongrove.ca.gov, amalone@lemongrove.ca.gov
Item Title: **Assembly Bill (AB) 361**

Recommended Action: Receive an overview of Assembly Bill (AB) 361 and adopt a resolution (**Attachment A**) approving the continuation of virtual public meetings in accordance with AB 361.

Summary: On March 17, 2020 Governor Newsom issued Executive Order N-29-20 due to the COVID-19 Pandemic and the people's health and safety. These orders specified relaxed provisions of meetings under the Ralph M. Brown Act (Brown Act) allowing meetings to be conducted through teleconferencing. Executive Order N-29-20 expired on September 30, 2021. In response, on September 16, 2021, Governor Newsom signed AB 361, which amends California Government Code Section 54953 clarifying the Brown Act regulations and restrictions relating to the use of teleconferencing to conduct public meetings.

Discussion: Currently the Brown Act states that should a legislative body elect to use teleconferencing it must identify each teleconferencing location in the public notice and agenda. The agenda is required to be posted at all teleconferencing locations and all locations must be publicly accessible. Additionally, a quorum of the members of the legislative body must participate from a teleconferencing location that is physically within the jurisdictional boundaries of the agency.

Governor Newsom issued Executive Order N-29-20 suspending the above mentioned Brown Act requirements due to the COVID-19 Pandemic with the intention of facilitating social distancing and the mitigation of COVID-19. The Executive Order expired on

September 30, 2021. In response on September 16, 2021 Governor Newsom signed AB 361 to replace the expired Executive Order.

Similar to Executive Order N-29-20, AB 361 applies during a State of Emergency proclaimed by the Governor. In addition to the State of Emergency, one of the following conditions must apply;

- State or local officials have impose or recommended measures to promote social distancing,
- The legislative body is meeting to determine whether, because of the emergency, meeting in person would present imminent risks to the health or safety of attendees,
- The legislative body has determined that, because of the emergency, meeting in person presents imminent risks to the health or safety of attendees.

Should the prerequisites mentioned above be met AB 361 provides an exemption to the regular Brown Act teleconferencing requirements and an alternate set of requirements will apply. Those requirements include;

- Adequate notice of the meeting and post an agenda as required by the Brown Act,
- The agenda is not required to list each teleconference location or be physically posted at each teleconference location,
- If there is a disruption in the public broadcast or the call-in or internet-based meeting service, the legislative body must cease and take no further action on agenda items until public access is restored, and
- Local agencies cannot require that public comment be submitted prior to the meeting, and must allow for live public comment during the specified public comment period of the meeting.

AB 361 sunsets on January 1, 2024. Should Council approve that it is in the best interest of public health and safety to continue to hold virtual public meetings, continued reliance will require the City Council to reevaluate and adopt a new resolution every 30 days.

Environmental Review:

- Not subject to review Negative Declaration
 Categorical Exemption, Section | Mitigated Negative Declaration

Fiscal Impact: Complying with the provisions of this new law would minimally increase costs for the Zoom platform and would increase overtime costs for additional staff to assist in managing the technology of the meeting.

Public Notification: None.

Staff Recommendation: Receive an overview of Assembly Bill (AB) 361 and adopt a resolution (**Attachment A**) approving the continuation of virtual public meetings in accordance with AB 361.

Attachments:

Attachment A – Resolution

RESOLUTION NO. 2021-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, MAKING FINDINGS PURSUANT TO GOVERNMENT CODE
SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND
AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS**

WHEREAS, as a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act; and

WHEREAS, Assembly Bill 361, signed into law on September 16, 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings; and

WHEREAS, as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect; and

WHEREAS, as a result of the COVID-19 pandemic, the California Department of Health and County of San Diego Public Health Services continue to recommended measures to promote social distancing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lemon Grove, California, herby:

1. That the Council has considered the circumstances of the previously declared and existing state of emergency arising from the COVID-19 pandemic; and
2. That the state of emergency continues to directly impact the ability of the members of the Council to meet safely in person, and further that local officials continue to impose or recommend measures to promote social distancing; and
3. That the Council may continue to conduct public meetings in accordance with Government Code section 54953(e); and

4. That the Council will reevaluate the above findings within 30-days of this Resolution.

PASSED AND ADOPTED on October 5, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, Deputy City Clerk

Approved as to Form:

Kristen Steinke, City Attorney