

PLANNING COMMISSION RESOLUTION NO. 7413

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARLSBAD, CALIFORNIA, RECOMMENDING APPROVAL OF A SITE DEVELOPMENT PLAN AND TENTATIVE PARCEL MAP TO CONSTRUCT A FOUR-UNIT RESIDENTIAL AIR-SPACE CONDOMINIUM PROJECT ON A 0.19-ACRE SITE IN THE PINE-TYLER MIXED-USE (PT) DISTRICT OF THE VILLAGE AND BARRIO MASTER PLAN ON PROPERTY GENERALLY LOCATED AT 635 PINE AVENUE IN LOCAL FACILITIES MANAGEMENT ZONE 1.

CASE NAME: 635 PINE AVE CONDOS

CASE NO.: SDP 2018-0014/MS 2018-0011 (DEV2018-0156)

WHEREAS, **Tony Cassolato**, "Developer," has filed a verified application with the City of Carlsbad regarding property owned by **Anne Woodward Cassolato and Biner, Inc**, "Owner," described as

LOT 15 AND 16 IN BLOCK 41 OF TOWN OF CARLSBAD, CITY OF CARLSBAD, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 775, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 15, 1894.

("the Property"); and

WHEREAS, said verified application constitutes a request for a Site Development Plan and Tentative Parcel Map as shown on Exhibit(s) "A" – "O" dated **May 19, 2021**, on file in the Planning Division, **SDP 2018-0014/MS 2018-0011 (DEV2018-0156) – 635 PINE AVE CONDOS** as provided by Chapters 20.24 and 21.06 of the Carlsbad Municipal Code; and

WHEREAS, the Planning Commission did, on **May 19, 2021**, hold a duly noticed public hearing as prescribed by law to consider said request; and

WHEREAS, at said public hearing, upon hearing and considering all testimony and arguments, if any, of all persons desiring to be heard, said Commission considered all factors relating to the Site Development Plan and Tentative Parcel Map.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Planning Commission of the City of Carlsbad as follows:

- A) That the foregoing recitations are true and correct.

- B) That based on the evidence presented at the public hearing, the Planning Commission **RECOMMENDS APPROVAL** of **SDP 2018-0014/MS 2018-0011 (DEV2018-0156) – 635 PINE AVE CONDOS** based on the following findings and subject to the following conditions:

Findings:

Site Development Plan

1. That the proposed development or use is consistent with the General Plan and any applicable master plan or specific plan, complies with all applicable provisions of Chapter 21.06 of the Carlsbad Municipal Code, and all other applicable provisions of this code, in that **the proposed tentative parcel map consisting of four (4) residential units is consistent with the General Plan and satisfies all minimum requirements of the Village and Barrio Master Plan, and Titles 20 and 21 of the Carlsbad Municipal Code with respect to public facilities, access and parking as discussed in the project staff report dated May 19, 2021.**
2. That the requested development or use is properly related to the site, surroundings and environmental settings, will not be detrimental to existing development or uses or to development or uses specifically permitted in the area in which the proposed development or use is to be located, and will not adversely impact the site, surroundings or traffic circulation, in that **the project consists of the construction of a four-unit residential air-space condominium on a 0.19-acre infill site located at 635 Pine Avenue within the Pine-Tyler Mixed Use (PT) district of the Village and Barrio Master Plan (VBMP). The adjacent properties to the north, south, and west are also located within the PT District of the VBMP. The property to the east is located within the Barrio Center (BC) district of the VBMP. Residential uses are permitted by right in the PT and BC districts. Given that residential uses are allowed in the surrounding properties, the proposed four-unit residential air-space condominium project is compatible with existing and future land uses. The four-unit residential air-space condominium project will not adversely impact the site, surroundings, or traffic circulation in that the existing surrounding streets have adequate capacity to accommodate the 32 Average Daily Trips (ADT) generated by the project. The project complies with all minimum development standards of the PT district and the VBMP, and the project provides adequate parking on-site and does not result in any significant environmental impacts.**
3. That the site for the intended development or use is adequate in size and shape to accommodate the use, in that **the Pine-Tyler Mixed Use (PT) district within the Village and Barrio Master Plan (VBMP) allows residential development at a density range of 18 to 23 dwelling units per acre. Based on an acreage of 0.19 acres, the proposed four-unit residential condominium units have a density of 21 dwelling units per acre. As the proposed project falls within the allowable density range and meets all required development standards, the project will adequately accommodate the proposed density.**
4. That all yards, setbacks, walls, fences, landscaping, and other features necessary to adjust the requested development or use to existing or permitted future development or use in the neighborhood will be provided and maintained, in that **as demonstrated in the project staff report dated May 19, 2021, the four-unit residential air-space condominium project complies with all development standards (i.e. setbacks, lot coverage, parking, and height restrictions) of**

the Pine-Tyler Mixed-Use (PT) district and the Village and Barrio Master Plan (VBMP). Landscaping along the outer edge of the property, including the areas along Pine Avenue and Roosevelt Street, will be provided consistent with the requirements of the city's Landscape Manual. In addition to the above, privacy walls/fences on the property will be provided or maintained.

5. That the street systems serving the proposed development or use is adequate to properly handle all traffic generated by the proposed use, in that **the four-unit residential air-space condominium project will take access from Roosevelt Street Alley, and can adequately handle the 32 Average Daily Trips (ADT) generated by the project. The Roosevelt Street Alley is already improved. The project will reconstruct portions of the curb, gutter and sidewalk along the project frontage due to the removal of the driveway along Pine Avenue.**

Tentative Parcel Map

6. That the proposed map and the proposed design and improvement of the subdivision as conditioned, is consistent with and satisfies all requirements of the General Plan, any applicable specific plans, Titles 20 and 21 of the Carlsbad Municipal Code and the State Subdivision Map Act, and will not cause serious public health problems, in that **the proposed tentative parcel map for a four-unit residential air-space condominium subdivision is consistent with the General Plan and satisfies all minimum requirements of the Village and Barrio Master Plan, and Titles 20 and 21 of the Carlsbad Municipal Code with respect to public facilities, access and parking as discussed in the project staff report dated May 19, 2021.**
7. That the proposed project is compatible with the surrounding future land uses since surrounding properties are **developed, and currently designated as Village-Barrio (VB) in the General Plan and are located in the Pine-Tyler Mixed Use (PT) district of the Village and Barrio Master Plan (VBMP). The subject property is in the PT district and is surrounded by residential development. The surrounding properties to the north, south, and west are also located within the PT district. The property to the east is located in the Barrio Center (BC) district. Residential uses are permitted by right in the PT and BC districts. Given the surrounding residential uses, which are allowed in the surrounding PT and BC districts, the proposed four-unit residential air-space condominium project is compatible with existing and future land uses.**
8. That the site is physically suitable for the type and density of the development since the site is adequate in size and shape to accommodate residential development at the density proposed, in that **the Pine-Tyler Mixed-Use (PT) district within the Village and Barrio Master Plan (VBMP) allows residential development at a density range of 18 to 23 dwelling units per acre. Based on an acreage of 0.19 acres, the proposed four-unit residential condominium has a density of 21 dwelling units per acre. As the proposed project falls within the allowable density range and meets all required development standards, the project site will accommodate the proposed density.**
9. That the design of the subdivision or the type of improvements will not conflict with easements of record or easements established by court judgment, or acquired by the public at large, for access through or use of property within the proposed subdivision, in that **the project has been designed and conditioned such that there are no conflicts with established easements.**

10. That the property is not subject to a contract entered into pursuant to the Land Conservation Act of 1965 (Williamson Act);
11. That the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision, in that structures **have been designed to include operable windows on all elevations and balconies to maximize exposure of each unit to natural light and ventilation from nearby coastal breezes.**
12. That the Planning Commission has considered, in connection with the housing proposed by this subdivision, the housing needs of the region, and balanced those housing needs against the public service needs of the city and available fiscal and environmental resources **in that the proposed four-unit residential project is conditioned to pay an inclusionary housing in-lieu fees pursuant to Carlsbad Municipal Code Section 21.85.110.**
13. That the design of the subdivision and improvements are not likely to cause substantial environmental damage nor substantially and avoidably injure fish and wildlife or their habitat, in that **the previously developed lot is devoid of sensitive vegetation and any natural water features. Therefore, the proposed project does not impact any fish, wildlife or habitat.**
14. That the discharge of waste from the subdivision will not result in violation of existing California Regional Water Quality Control Board requirements, in that **the project has been designed in accordance with the Best Management Practices for water quality protection in accordance with the City's sewer and drainage standards and the project is conditioned to comply with the National Pollutant Discharge Elimination System (NPDES) requirements.**
15. The project is consistent with the Citywide Facilities and Improvements Plan, the Local Facilities Management Plan for Zone 1 and all city public facility policies and ordinances. The project includes elements or has been conditioned to construct or provide funding to ensure that all facilities and improvements regarding sewer collection and treatment, water, drainage, circulation, fire, schools, parks and other recreational facilities, libraries, government administrative facilities, and open space, related to the project will be installed to serve new development prior to or concurrent with need. Specifically,
 - a. The project has been conditioned to provide proof from the Carlsbad Unified School District that the project has satisfied its obligation for school facilities.
 - b. Park-in-lieu fees are required by Carlsbad Municipal Code Chapter 20.44 and will be collected prior to issuance of building permit.
 - c. The Public Facility fee is required to be paid by Council Policy No. 17 and will be collected prior to the issuance of building permit.
16. That the project is consistent with the city's Landscape Manual and Water Efficient Landscape Ordinance (Carlsbad Municipal Code Chapter 18.50).
17. The Planning Commission has reviewed each of the exactions imposed on the Developer contained in this resolution, and hereby finds, in this case, that the exactions are imposed to

mitigate impacts caused by or reasonably related to the project, and the extent and the degree of the exaction is in rough proportionality to the impact caused by the project.

Conditions:

NOTE: Unless otherwise specified herein, all conditions shall be satisfied prior to **grading permit, building permit or recordation of final map, whichever comes first.**

1. If any of the following conditions fail to occur, or if they are, by their terms, to be implemented and maintained over time, if any of such conditions fail to be so implemented and maintained according to their terms, the city shall have the right to revoke or modify all approvals herein granted; deny or further condition issuance of all future building permits; deny, revoke, or further condition all certificates of occupancy issued under the authority of approvals herein granted; record a notice of violation on the property title; institute and prosecute litigation to compel their compliance with said conditions or seek damages for their violation. No vested rights are gained by Developer or a successor in interest by the city's approval of this **Site Development Plan and Tentative Parcel Map.**
2. Staff is authorized and directed to make, or require the Developer to make, all corrections and modifications to the **Site Development Plan and Tentative Parcel Map** documents, as necessary to make them internally consistent and in conformity with the final action on the project. Development shall occur substantially as shown on the approved Exhibits. Any proposed development, different from this approval, shall require an amendment to this approval.
3. Developer shall comply with all applicable provisions of federal, state, and local laws and regulations in effect at the time of building permit issuance.
4. If any condition for construction of any public improvements or facilities, or the payment of any fees in-lieu thereof, imposed by this approval or imposed by law on this Project are challenged, this approval shall be suspended as provided in Government Code Section 66020. If any such condition is determined to be invalid, this approval shall be invalid unless the City Council determines that the project without the condition complies with all requirements of law.
5. Developer/Operator shall and does hereby agree to indemnify, protect, defend, and hold harmless the City of Carlsbad, its Council members, officers, employees, agents, and representatives, from and against any and all liabilities, losses, damages, demands, claims and costs, including court costs and attorney's fees incurred by the city arising, directly or indirectly, from (a) city's approval and issuance of this **Site Development Plan and Tentative Parcel Map**, (b) city's approval or issuance of any permit or action, whether discretionary or nondiscretionary, in connection with the use contemplated herein, and (c) Developer/Operator's installation and operation of the facility permitted hereby, including without limitation, any and all liabilities arising from the emission by the facility of electromagnetic fields or other energy waves or emissions. This obligation survives until all legal proceedings have been concluded and continues even if the city's approval is not validated.
6. Prior to submittal of the building plans, improvement plans, grading plans, or final map, whichever occurs first, developer shall submit to the City Planner, a 24" x 36" copy of the (**Tentative Map/Site Plan or other**), conceptual grading plan and preliminary utility plan reflecting the

conditions approved by the final decision making body. The copy shall be submitted to the City Planner, reviewed and, if found acceptable, signed by the city's project planner and project engineer. If no changes were required, the approved exhibits shall fulfill this condition.

7. Prior to the issuance of a building permit, the Developer shall provide proof to the Building Division from the **Carlsbad Unified School District** that this project has satisfied its obligation to provide school facilities.
8. This project shall comply with all conditions and mitigation measures which are required as part of the **Zone 1** of Local Facilities Management Plan and any amendments made to that Plan prior to the issuance of building permits.
9. This approval shall become null and void if building permits are not issued for this project within 24 months from the date of project approval.
10. Building permits will not be issued for this project unless the local agency providing water and sewer services to the project provides written certification to the city that adequate water service and sewer facilities, respectively, are available to the project at the time of the application for the building permit, and that water and sewer capacity and facilities will continue to be available until the time of occupancy. **A note to this effect shall be placed on the Final Map.**
11. Developer shall report, in writing, to the City Planner within 30 days, any address change from that which is shown on the permit application, any change in the telecommunications provider, or any transfer in ownership of the site.
12. Developer shall pay the Citywide Public Facilities Fee imposed by City Council Policy #17, the License Tax on new construction imposed by Carlsbad Municipal Code Section 5.09.030, and CFD #1 special tax (if applicable), subject to any credits authorized by Carlsbad Municipal Code Section 5.09.040. Developer shall also pay any applicable Local Facilities Management Plan fee for **Zone 1**, pursuant to Chapter 21.90. All such taxes/fees shall be paid at issuance of building permit. If the taxes/fees are not paid, this approval will not be consistent with the General Plan and shall become void.
13. Prior to the issuance of the **Site Development Plan and Tentative Parcel Map**, Developer shall submit to the city a Notice of Restriction executed by the owner of the real property to be developed. Said notice is to be filed in the office of the County Recorder, subject to the satisfaction of the City Planner, notifying all interested parties and successors in interest that the City of Carlsbad has issued a(n) **Site Development Plan and Tentative Parcel Map** by Resolution(s) No. **7413** on the property. Said Notice of Restriction shall note the property description, location of the file containing complete project details and all conditions of approval as well as any conditions or restrictions specified for inclusion in the Notice of Restriction. The City Planner has the authority to execute and record an amendment to the notice which modifies or terminates said notice upon a showing of good cause by the Developer or successor in interest.
14. The developer shall pay to the city an inclusionary housing in lieu fee as an individual fee on a per market rate dwelling unit basis for **three units** in the amount in effect at the time, as established by City Council Resolution from time to time. **If building permits are not applied for within two**

years of demolishing the existing unit, then the inclusionary housing in lieu fee will be paid for four units.

15. Developer shall make a separate formal landscape construction drawing plan check submittal to the Planning Division and obtain City Planner approval of a Final Landscape and Irrigation Plan showing conformance with the approved Preliminary Landscape Plan and the city's Landscape Manual. Developer shall construct and install all landscaping and irrigation as shown on the approved Final Plans. All landscaping shall be maintained in a healthy and thriving condition, free from weeds, trash, and debris. All irrigation systems shall be maintained to provide the optimum amount of water to the landscape for plant growth without causing soil erosion and runoff.
16. The first submittal of Final Landscape and Irrigation Plans shall be pursuant to the landscape plan check process on file in the Planning Division and accompanied by the project's building, improvement, and grading plans.
17. Developer shall establish a homeowner's association and corresponding covenants, conditions and restrictions (CC&Rs). Said CC&Rs shall be submitted to and approved by the City Planner prior to final map approval. Prior to issuance of a building permit, the Developer shall provide the Planning Division with a recorded copy of the official CC&Rs that have been approved by the Department of Real Estate and the City Planner. At a minimum, the CC&Rs shall contain the following provisions:
 - a. General Enforcement by the city: The city shall have the right, but not the obligation, to enforce those Protective Covenants set forth in this Declaration in favor of, or in which the city has an interest.
 - b. Notice and Amendment: A copy of any proposed amendment shall be provided to the city in advance. If the proposed amendment affects the city, the city shall have the right to disapprove. A copy of the final approved amendment shall be transmitted to the city within 30 days for the official record.
 - c. Failure of Association to Maintain Common Area Lots and Easements: In the event that the Association fails to maintain the "Common Area Lots and/or the Association's Easements" as provided in Article _____, Section _____ the city shall have the right, but not the duty, to perform the necessary maintenance. If the city elects to perform such maintenance, the city shall give written notice to the Association, with a copy thereof to the Owners in the Project, setting forth with particularity the maintenance which the city finds to be required and requesting the same be carried out by the Association within a period of thirty (30) days from the giving of such notice. In the event that the Association fails to carry out such maintenance of the Common Area Lots and/or Association's Easements within the period specified by the city's notice, the city shall be entitled to cause such work to be completed and shall be entitled to reimbursement with respect thereto from the Owners as provided herein.
 - d. Special Assessments Levied by the city: In the event the city has performed the necessary maintenance to either Common Area Lots and/or Association's Easements, the city shall submit a written invoice to the Association for all costs incurred by the city to perform such maintenance of the Common Area Lots and or Association's Easements. The city

shall provide a copy of such invoice to each Owner in the Project, together with a statement that if the Association fails to pay such invoice in full within the time specified, the city will pursue collection against the Owners in the Project pursuant to the provisions of this Section. Said invoice shall be due and payable by the Association within twenty (20) days of receipt by the Association. If the Association shall fail to pay such invoice in full within the period specified, payment shall be deemed delinquent and shall be subject to a late charge in an amount equal to six percent (6%) of the amount of the invoice. Thereafter the city may pursue collection from the Association by means of any remedies available at law or in equity. Without limiting the generality of the foregoing, in addition to all other rights and remedies available to the city, the city may levy a special assessment against the Owners of each Lot in the Project for an equal pro rata share of the invoice, plus the late charge. Such special assessment shall constitute a charge on the land and shall be a continuing lien upon each Lot against which the special assessment is levied. Each Owner in the Project hereby vests the city with the right and power to levy such special assessment, to impose a lien upon their respective Lot and to bring all legal actions and/or to pursue lien foreclosure procedures against any Owner and his/her respective Lot for purposes of collecting such special assessment in accordance with the procedures set forth in Article _____ of this Declaration.

18. This project is being approved for residential homeownership purposes. If any of the units in the project are rented, the minimum time increment for such rental shall be not less than 30 days. The CC&Rs for the project shall include this requirement.
19. Prior to issuance of building permits, the Developer shall submit to the City Planner a recorded copy of the Condominium Plan filed with the Department of Real Estate which is in conformance with the city-approved documents and exhibits.
20. Developer shall pay the citywide Public Facilities Fee imposed by City Council Policy #17, the License Tax on new construction imposed by Carlsbad Municipal Code Section 5.09.030, and CFD #1 special tax (if applicable), subject to any credits authorized by Carlsbad Municipal Code Section 5.09.040. Developer shall also pay any applicable Local Facilities Management Plan fee for Zone 1, pursuant to Chapter 21.90. All such taxes/fees shall be paid at issuance of building permit. If the taxes/fees are not paid, this approval will not be consistent with the General Plan and shall become void.
21. All roof appurtenances, including air conditioners, shall be architecturally integrated and concealed from view and the sound buffered from adjacent properties and streets, in substance as provided in Building Department Policy No. 80-6, to the satisfaction of the Directors of Community and Economic Development Department and Planning.
22. Developer shall display a current Zoning and Land Use Map, or an alternative, suitable to the City Planner, in the sales office at all times. All sales maps that are distributed or made available to the public shall include but not be limited to trails, future and existing schools, parks, and streets.
23. Developer shall post a sign in the sales office in a prominent location that discloses which special districts and school district provide service to the project. Said sign shall remain posted until ALL of the units are sold.

24. Developer shall submit and obtain City Planner approval of an exterior lighting plan including parking areas. All lighting shall be designed to reflect downward and avoid any impacts on adjacent homes or property.

Engineering Conditions

NOTE: Unless specifically stated in the condition, all of the following conditions, upon the approval of this proposed subdivision, must be met prior to approval of a final map or grading plan, whichever occurs first.

General

25. Prior to hauling dirt or construction materials to or from any proposed construction site within this project, developer shall apply for and obtain approval from, the city engineer for the proposed haul route.
26. This project is approved upon the express condition that building permits will not be issued for the development of the subject property, unless the district engineer has determined that adequate water and sewer facilities are available at the time of permit issuance and will continue to be available until time of occupancy.
27. Developer shall submit to the city engineer an acceptable instrument, via CC&Rs and/or other recorded document, addressing the maintenance, repair, and replacement of shared private improvements within this subdivision, including but not limited to private **drive aisles, sidewalks, landscaping, enhanced paving, low impact development features, and storm drain facilities** located therein and to distribute the costs of such maintenance in an equitable manner among the owners of the properties within this subdivision.
28. Developer shall prepare, submit and process for city engineer approval a final map to subdivide this project. There shall be one Final Map recorded for this project. Developer shall pay the city standard map review plan check fees.

Fees/Agreements

29. Developer shall cause property owner to execute and submit to the city engineer for recordation, the city's standard form Geologic Failure Hold Harmless Agreement.
30. Developer shall cause property owner to execute and submit to the city engineer for recordation the city's standard form Drainage Hold Harmless Agreement.

Grading

31. Based upon a review of the proposed grading and the grading quantities shown on the tentative map, a grading permit for this project is required. Developer shall prepare and submit plans and technical studies/reports as required by city engineer, post security and pay all applicable grading plan review and permit fees per the city's latest fee schedule.

32. Prior to approval of the grading plans, the applicant shall submit a Construction Plan to the city engineer for review and approval. Said Plan may be required to include, but not be limited to, identifying the location of the construction trailer, material staging, material deliveries, bathroom facilities, parking of construction vehicles, employee parking, construction fencing and gates, obtaining any necessary permission for off-site encroachment, addressing pedestrian safety, and identifying time restrictions for various construction activities. All material staging, construction trailers, bathroom facilities, etc. shall be located outside the public right-of-way unless otherwise approved by the city engineer or Construction Management & Inspection engineering manager.

Storm Water Quality

33. Developer shall comply with the city's Stormwater Regulations, latest version, and shall implement best management practices at all times. Best management practices include but are not limited to pollution control practices or devices, erosion control to prevent silt runoff during construction, general housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices or devices to prevent or reduce the discharge of pollutants to stormwater, receiving water or stormwater conveyance system to the maximum extent practicable. Developer shall notify prospective owners and tenants of the above requirements.
34. Developer shall complete and submit to the city engineer a Determination of Project's SWPPP Tier Level and Construction Threat Level Form pursuant to City Engineering Standards. Developer shall also submit the appropriate Tier level Storm Water Compliance form and appropriate Tier level Storm Water Pollution Prevention Plan (SWPPP) to the satisfaction of the city engineer. Developer shall pay all applicable SWPPP plan review and inspection fees per the city's latest fee schedule.
35. Developer shall complete the City of Carlsbad Standard Stormwater Requirement Checklist Form. Developer is responsible to ensure that all final design plans, grading plans, and building plans incorporate applicable best management practices (BMPs). These BMPs include site design, source control and Low Impact Design (LID) measures including, but not limited to, minimizing the use of impervious area (paving), routing run-off from impervious area to pervious/landscape areas, preventing illicit discharges into the storm drain and adding storm drain stenciling or signage all to the satisfaction of the city engineer.

Dedications/Improvements

36. Developer shall cause owner to dedicate to the city and/or other appropriate entities an easement for **public street & public utility** purposes as shown on the tentative map. The offer shall be made by a certificate on the final map or separate recorded document. All land so offered shall be free and clear of all liens and encumbrances and without cost to the city. Streets that are already public are not required to be rededicated. Additional easements may be required at final design to the satisfaction of the city engineer.
37. Developer shall cause owner to dedicate to the city and/or other appropriate entities an easement for **water** purposes as shown on the tentative map. The offer shall be made by a certificate on the final map or separate recorded document. All land so offered shall be free and

clear of all liens and encumbrances and without cost to the city. Streets that are already public are not required to be rededicated. Additional easements may be required at final design to the satisfaction of the city engineer.

38. Developer shall design the private drainage systems, as shown on the tentative map to the satisfaction of the city engineer. All private drainage systems (12" diameter storm drain and larger) shall be inspected by the city. Developer shall pay the standard improvement plan check and inspection fees for private drainage systems.
39. Prior to any work in city right-of-way or public easements, Developer shall apply for and obtain a right-of-way permit to the satisfaction of the city engineer.
40. **Developer shall ensure that the existing alley driveway from Pine Ave complies with ADA standards.**
41. Developer shall design all proposed public improvements including but not limited to **sewer lateral, water services, curb drains, and sidewalks** as shown on the tentative map. These improvements shall be shown on one of the following, subject to city engineer approval:
 - A. Grading plans processed in conjunction with this project; or
 - B. Construction Revision to an existing record public improvement drawing
42. Developer shall pay plan check and inspection fees using improvement valuations in accordance with the city's current fee schedule. **Developer shall execute a city standard Subdivision (or Development) Improvement Agreement to install said improvements and shall post security in accordance with C.M.C. Section 20.16.070 (or 18.40.060 for Development Improvement Agreement).** Developer shall apply for and obtain a right-of-way permit prior to performing work in the city right-of-way.
43. Developer is responsible to ensure utility transformers or raised water backflow preventers that serve this development are located outside the right-of-way as shown on the Tentative Map and to the satisfaction of the city engineer. These facilities shall be constructed within the property.

Non-Mapping Notes

44. Add the following notes to the final map as non-mapping data:
 - A. Developer has executed a city standard Subdivision Improvement Agreement and has posted security in accordance with C.M.C. Section 20.16.070 to install public improvements shown on the Tentative Map. These improvements include, but are not limited to:
 - 1) **sewer lateral.**
 - 2) **water service/meter**
 - 3) **sidewalk**
 - 4) **curb and gutter**
 - B. Building permits will not be issued for development of the subject property unless the

appropriate agency determines that sewer and water facilities are available.

C. Geotechnical Caution:

1) The owner of this property on behalf of itself and all of its successors in interest has agreed to hold harmless and indemnify the City of Carlsbad from any action that may arise through any geological failure, ground water seepage or land subsidence and subsequent damage that may occur on, or adjacent to, this subdivision due to its construction, operation or maintenance.

D. No structure, fence, wall, tree, shrub, sign, or other object may be placed or permitted to encroach within the area identified as a sight distance corridor as defined by City of Carlsbad Engineering Standards or line-of-sight per Caltrans standards.

E. The owner of this property on behalf of itself and all of its successors in interest has agreed to hold harmless and indemnify the City of Carlsbad from any action that may arise through any diversion of waters, the alteration of the normal flow of surface waters or drainage, or the concentration of surface waters or drainage from the drainage system or other improvements identified in the city approved development plans; or by the design, construction or maintenance of the drainage system or other improvements identified in the city approved development plans.

F. There are no public park or recreational facilities to be located in whole or in part within this subdivision. The subdivider is therefore obligated to pay park-in-lieu fees in accordance with section 20.44.050 of the Carlsbad Municipal Code and has either paid all of said park in-lieu fees or agreed to pay all of said park-in-lieu fees in accordance with section 20.16.070 of the Carlsbad Municipal Code.

Utilities

45. Developer shall meet with the fire marshal to determine if fire protection measures (fire flows, fire hydrant locations, building sprinklers) are required to serve the project.

46. Developer shall design and agree to construct public facilities within public right-of-way or within minimum 20-foot wide easements granted to the district or the City of Carlsbad. At the discretion of the district or city engineer, wider easements may be required for adequate maintenance, access and/or joint utility purposes.

47. Developer shall install potable water and/or recycled water services and meters at locations approved by the district engineer. The locations of said services shall be reflected on **grading** plans.

48. The developer shall agree to install sewer laterals and clean-outs at locations approved by the city engineer. The locations of sewer laterals shall be reflected on **grading** plans.

49. The developer shall design and agree to construct public water, sewer, and recycled water facilities substantially as shown on the tentative map to the satisfaction of the district engineer and city engineer.
50. The potable water service for this project shall be master metered which shall be located within a water easement subject to approval by the district engineer. Developer shall install private sub-meters as necessary for all proposed units in the building. Final meter design, backflow preventer, size, and manufacturer shall be provided to the satisfaction of the district engineer and shown on public improvement plans.

Code Reminders

The project is subject to all applicable provisions of local ordinances, including but not limited to the following code requirements:

Fees

51. Developer shall pay planned local area drainage fees in accordance with Section 15.08.020 of the City of Carlsbad Municipal Code to the satisfaction of the city engineer.
52. Developer shall pay traffic impact and sewer impact fees based on Section 18.42 and Section 13.10 of the City of Carlsbad Municipal Code, respectively. The Average Daily Trips (ADT) and floor area contained in the staff report and shown on the tentative map are for planning purposes only.
53. Developer shall pay park-in-lieu fees to the city, prior to the approval of the final map as required by Chapter 20.44 of the Carlsbad Municipal Code.
54. Prior to the issuance of a building permit, Developer shall pay a Public Facility fee as required by Council Policy No. 17.
55. Prior to the issuance of a building permit, Developer shall pay the Local Facilities Management fee for Zone 1 as required by Carlsbad Municipal Code Section 21.90.050.
56. Developer shall pay a landscape plan check and inspection fee as required by Section 20.08.050 of the Carlsbad Municipal Code.

General

57. Approval of this request shall not excuse compliance with all applicable sections of the Zoning Ordinance and all other applicable city ordinances in effect at time of building permit issuance, except as otherwise specifically provided herein.
58. The project shall comply with the latest disabled access requirements pursuant to Title 24 of the California Building Code.
59. Premise identification (addresses) shall be provided consistent with Carlsbad Municipal Code Section 17.04.060. Prior to submittal for a building permit, Developer shall submit a request for addressing to the Building Division.

60. Developer acknowledges that the project is required to comply with the city's greenhouse gas (GHG) reduction ordinances and requirements. GHG reduction requirements are in accordance with, but are not limited to, Carlsbad Municipal Code Chapters 18.21, 18.30, and 18.51 in addition to the California Green Building Standards Code (CCR, Title 24, Part 11 – CALGreen), as amended from time to time. GHG reduction requirements may be different than what is proposed on the project plans or in the Climate Action Plan Checklist originally submitted with this project. Developer acknowledges that new GHG reduction requirements related to energy efficiency, photovoltaic, electric vehicle charging, water heating and traffic demand management requirements as set forth in the ordinances and codes may impact, but are not limited to, site design and local building code requirements. If incorporating GHG reduction requirements results in substantial modifications to the project, then prior to issuance of development (grading, building, etc.) permits, Developer may be required to submit and receive approval of a Consistency Determination or Amendment for this project through the Planning Division. Compliance with the applicable GHG reduction requirements must be demonstrated on or with the construction plans prior to issuance of the applicable development permits.

NOTICE

Please take **NOTICE** that approval of your project includes the "imposition" of fees, dedications, reservations, or other exactions hereafter collectively referred to for convenience as "fees/exactions."

You have 90 days from date of final approval to protest imposition of these fees/exactions. If you protest them, you must follow the protest procedure set forth in Government Code Section 66020(a), and file the protest and any other required information with the City Manager for processing in accordance with Carlsbad Municipal Code Section 3.32.030. Failure to timely follow that procedure will bar any subsequent legal action to attack, review, set aside, void, or annul their imposition.

You are hereby **FURTHER NOTIFIED** that your right to protest the specified fees/exactions **DOES NOT APPLY** to water and sewer connection fees and capacity charges, nor planning, zoning, grading, or other similar application processing or service fees in connection with this project; **NOR DOES IT APPLY** to any fees/exactions of which you have previously been given a **NOTICE** similar to this, or as to which the statute of limitations has previously otherwise expired.

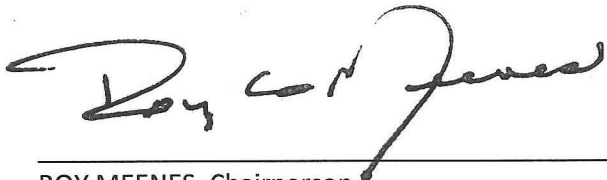
PASSED, APPROVED, AND ADOPTED at a regular meeting of the Planning Commission of the City of Carlsbad, California, held on **May 19, 2021**, by the following vote, to wit:

AYES: Commissioners Kamenjarin, Lafferty, Luna, Meenes, Merz, Sabellico, and Stine

NOES:


ABSENT:

ABSTAIN:



ROY MEENES, Chairperson
CARLSBAD PLANNING COMMISSION

ATTEST:



DON NEU
City Planner