

APPENDIX

**CHAPTER 4
APPENDIX**

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COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS
FINAL MAP / PARCEL MAP INITIAL SUBMITTAL CHECKLIST
INCOMPLETE SUBMITTALS WILL BE REJECTED

DATE _____ TM / TPM _____

PROPERTY OWNER _____ SURVEYOR / ENGINEER _____

(PRIVATE) _____ **(COUNTY)** _____

- | | |
|--|--------------------------|
| <input type="checkbox"/> ACCOUNT <u>NOT</u> IN DEFICIT | <input type="checkbox"/> |
| <input type="checkbox"/> EXPIRATION DATE OF TM / TPM _____ | <input type="checkbox"/> |
| <input type="checkbox"/> PRELIMINARY TITLE REPORT (Current within 1 year) | <input type="checkbox"/> |
| <input type="checkbox"/> EASEMENT DEEDS (if description not contained in the PTR) | <input type="checkbox"/> |
| <input type="checkbox"/> EASEMENT HARDCOPY PLOTS (if required) utility / access easement plots may not be required if easily retraceable on the face of the map. Please provide if easements begin a considerable distance off-site or is difficult to follow | <input type="checkbox"/> |
| <input type="checkbox"/> VESTING DEED | <input type="checkbox"/> |
| <input type="checkbox"/> CUTOFF DEEDS (If required) and / or boundary adjustment plat | <input type="checkbox"/> |
| <input type="checkbox"/> SENIOR DEEDS (if required) senior deeds may not be required if they are previously mapped lines by a record of survey, parcel map or subdivision map | <input type="checkbox"/> |
| <input type="checkbox"/> OWNERSHIP Map agrees with vesting deed and Preliminary Title Report. | <input type="checkbox"/> |
| <input type="checkbox"/> PARTNERSHIP (Limited) please provide form LP-1 (Certificate of Limited Partnership) filed with the Secretary of the State of California | <input type="checkbox"/> |
| <input type="checkbox"/> PARTNERSHIP (General) please provide partnership papers and / or statement of partnership recorded in the County of San Diego | <input type="checkbox"/> |
| <input type="checkbox"/> CORPORATION (single signature) always provide single signature authorization | <input type="checkbox"/> |
| <input type="checkbox"/> REFERENCE MAPS (It saves time and money to provide the reference maps) | <input type="checkbox"/> |
| <input type="checkbox"/> GLO PLATS <input type="checkbox"/> GLO NOTES <input type="checkbox"/> TOPO MAPS WITH TOPO CALLS PLOTTED | |
| <input type="checkbox"/> CALCULATIONS <input type="checkbox"/> BOUNDARY <input type="checkbox"/> GROSS / NET <input type="checkbox"/> EASEMENT CALCS AND TIES | <input type="checkbox"/> |
| <input type="checkbox"/> GENERAL TITLE SHEET COMPLETENESS i.e. all statements, certificates | <input type="checkbox"/> |
| <input type="checkbox"/> GENERAL MAP COMPLETENESS i.e. monuments described, basis of bearing and survey procedure which demonstrates vesting deed / easement deeds | <input type="checkbox"/> |
| <input type="checkbox"/> TWO BLUELINES (signed by the surveyor/ engineer) | <input type="checkbox"/> |
| <input type="checkbox"/> MAP REVIEW DEPOSIT Additional deposits may be required to complete your project | <input type="checkbox"/> |
| <input type="checkbox"/> RECORDING FEE (\$8.00 for 1st sheet. \$2.00 for each additional sheet.) (Parcel Maps Only) | <input type="checkbox"/> |

Submitted by _____ Reviewed by _____

(Surveyor / Engineer—same as signature on map)

(County)

PRIVATE SURVEYOR/ENGINEER TO MARK IN (PRIVATE) COLUMN THOSE ITEMS SUBMITTED, AND SIGN ABOVE.

MP Ckfst

STANDARD CONDITIONS FOR
TENTATIVE SUBDIVISION MAPS

DOCUMENT NUMBER 740858(a))
APPROVED BY THE BOARD)
OF SUPERVISORS, June 16, 2000)

Unless specifically waived in the Resolution of Approval applicable to a specific Tentative Map, all tentative subdivision maps shall be approved subject to the following Standard Conditions.

PLANS AND SPECIFICATIONS

1. The subdivider shall submit plans and specifications for improvements of all public and private street rights-of-way, drainage easements, culverts, drainage structures and drainage channels to the Department of Public Works for approval.

(Street Improvement and Access)

2. Street alignments and grades, including the change of any existing or proposed street alignment and grade, shall be as required by the Director of Public Works. [DPW - Development Review Section]
3. The exact depth of imported base material shall be based on soil tests which have been approved by the Director of Public Works. [DPW - Development Review Section]
4. Sight distance requirements at all street intersections shall conform to the intersectional sight distance criteria of the Public Road Standards of the Department of Public Works. [DPW - Development Review Section]
5. 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 Director of Public Works to ensure that any damage to the existing roadway is repaired in a timely manner. [DPW - Development Review Section]
6. The subdivider shall construct, or agree to construct, the public improvements and private road improvements shown on the improvement plans as approved by the Director of Public Works. [DPW - Development Review Section]
7. Streets shown on the Tentative Map are to be given street names approved by the Street Names Section of the Department of Planning and Land Use and the subdivider shall install all street name signs as part of the subdivision street improvements. If the subdivider desires site addresses for the lots created by the subdivision, the subdivider is to furnish a true scale Final Map to the Street Names Section. Said map is to show

driveway locations for all lots and street names for all streets. [DPW - Development Review Section]

8. All new and existing utility distribution facilities, including cable television lines, within the boundaries of the subdivision or within any half street abutting the subdivision, shall be placed underground in accordance with section 81.403(a)(6), of the Subdivision Ordinance. The subdivider is responsible for complying with the requirements of this condition, and shall make the necessary arrangements with each of the serving utilities, including licensed cable television operators, for the installation of such facilities.

The subdivider shall either provide the Director of Public Works with documentation from a licensed cable television operator stating cable television service is available, or with documentation that the Cable Television Review Commission has reported that no licensed cable television operator is willing and able to provide service to the subdivision. [DPW - Development Review Section]

9. The installation (if required) of all gas, electric, sewer, and water lines and any other below surface utilities is to take place before the installation of any concrete curbs, gutters, sidewalks and the surfacing of the streets. [DPW - Development Review Section]

10. The subdivider shall construct to the satisfaction of the Director of Public Works, a public street lighting system that complies with the following conditions: [DPW - Development Review Section]

- a. All fixtures shall use a low pressure sodium vapor light source.
- b. Deposit with the County of San Diego, through the Department of Public Works, a cash deposit sufficient to:
 - Energize, maintain and operate the street lighting system until tax revenues begin accruing from the subdivision for those purposes.
 - Pay the cost to process lighting district administration of this project. After recording of the Final Map, the subdivision shall be transferred without notice or hearing, to Zone A of the lighting district to operate and maintain the system.

11. Condominium units or a planned development are to be created as a result of the subdivision and the following conditions shall apply: [DPW - Development Review Section]

- a. Minimum unobstructed private road width (face to face of curb) shall be 24 feet.

- b. Private road structural section shall be a minimum of two inches of asphalt concrete over four inches of approved base. Grades shall be a minimum of 1.0 percent and a maximum of 15 percent and designed to drain the surface water properly. Adequacy of the structural section and surface drainage shall be inspected and certified by the Director of Public Works.
 - c. Property owners shall agree to preserve and save harmless the County of San Diego and each officer and employee thereof from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken to complete this work, and that all of said liabilities are hereby assumed by the property owner. Hold harmless forms are available from the Department of Public Works.
 - d. The applicant shall deposit with the County Department of Public Works sufficient funds to cover the cost of inspection of the private improvements.
12. If dedicated, or if shown as nontitle information on the Final Map, improve the Riding and Hiking Trail system to the following design standards to the satisfaction of the Director of Public Works: [DPW - Development Review Section]
- a. The trail shall contain a minimum eight feet of tread width with drainage structures as necessary.
 - b. The trail surface shall consist of the native soil; where the soil is highly erosive or will not support the traffic, a tread surfacing material such as decomposed granite, which will blend with the natural environment, shall be provided.
 - c. Trail gradients shall not exceed 15 percent. Where natural grades exceed 15 percent, sufficient width for switchbacks shall be provided to accommodate a 15 percent gradient trail.
 - d. Trails shall intersect roads at approximately 90 degree angles.
 - e. The trail system shall be continuous through the subdivision.
 - f. Points where the trail exits the subdivision shall be coordinated with existing or planned trail locations on adjacent property.
 - g. Off road vehicle barriers shall be constructed whenever there is a break in a fence line that would allow vehicle access (Department of Public Works will provide specifications.)
 - h. Trail marker signs, as approved by the Director of Public Works, shall be installed at trail entrances to provide identification.

(Drainage and Flood Control)

13. The subdivider shall provide for a drainage system capable of handling and disposing of all surface water originating within the subdivision and all surface water that may flow onto the subdivision from adjacent lands. Said drainage system shall include any easements and structures required by the Director of Public Works to properly handle the drainage and shall be designed so as to prevent ponding of surface water that would create a public health hazard or nuisance. [DPW - Development Review Section]
14. The subdivider shall provide for the improvement of all drainage easements by culvert or drainage channel of adequate size, whichever is required by the Director of Public Works.

Any required drainage channel shall be lined with a suitable material as specified by the Director of Public Works. All such drainage easements shall be monumented along property lines at locations approved by the Director of Public Works.

An access easement shall be provided to each drainage system maintenance access point not directly accessible from a public roadway. Such access easement is to be improved, fenced and aligned to the satisfaction of the Director of Public Works. [DPW - Development Review Section]

15. Portland cement concrete cross gutters or culverts shall be installed where water crosses the roadways. [DPW - Development Review Section]
16. Each building lot shall have a flood-free site for a residence. The building site shall be safe from the flood peak of a 100-year frequency storm. [DPW - Development Review Section]
17. An adequate energy dissipator shall be constructed at the outlet of the storm drain or verification shall be provided that such improvement is not needed. [DPW - Development Review Section]
18. Hydrology and hydraulic calculations for determining the storm system design with water surface profile and adequate field survey cross section data shall be provided satisfactory to the Director of Public Works or verification shall be provided that such calculations are not needed. [DPW - Development Review Section]

(Grading Plans)

19. A grading permit is required and the subdivider shall comply with the following conditions prior to the issuance of such permit: [DPW - Development Review Section]
 - a. The subdivider shall submit grading plans, a permit application and all fees and deposits to the County Department of Public Works. Grading plans shall be approved prior to or concurrently with the approval of the Improvement Plans.
 - b. The grading plan shall contain a certificate signed by a registered civil engineer that the grading plan has preserved a minimum of one hundred square feet of solar access for each lot created by this subdivision pursuant to Section 81.401(n) of the Subdivision Ordinance.
 - c. The subdivider shall deposit with the County Department of Public Works \$200.00 at the time the lot grading plan or improvement is submitted. The deposit will be made with whichever plan is first submitted. Said deposit shall be used to cover the cost of site inspection by a County geologist to determine whether any geologic hazard exists and, if such is found, to review the geologic report prepared by the developer's engineering geologist. The developer shall reimburse the County Department of Public Works for any cost in excess of the deposit prior to recording the Final Map. Any unused portion of the deposit will be refunded.
 - d. Obtain a sewer commitment if the subdivision is to be served by public sewer from a County Sanitation District. Such commitment shall only be issued when all conditions in the Resolution of Approval have been satisfied, the Final Map, grading plan and improvement plan have been approved by the Department of Public Works and all fees and deposits paid and improvement security posted.
 - e. If condominium units or a planned development are proposed, finished grading shall be certified by a registered Civil Engineer and inspected by the Director of Public Works for drainage clearance. [Approval of rough grading does not certify finished grading because of potential surface drainage problems that may be created by landscaping accomplished after rough grading certification.] If a grading permit is not required for the planned development/ condominium site, a registered Civil Engineer's certification for drainage clearance shall still be required.

FAIR HOUSING

20. Submit to the Department of Public Works a letter from the County Equal Opportunity Management Office stating its approval of an affirmative fair housing marketing plan. [DPLU - Community Planning Division]

SANITATION

21. The subdivision will be served by a public sewer system and the following conditions shall apply: [DPLU - Community Planning Division]

Sewer Providing Agency

- a. Obtain the commitment of the applicable County sanitation district or independent sewer providing agency, to reserve facility capacity for all buildings/ lots within the subdivision and obtain the approval of said agency of the plans and specifications for the installation of such public sewer system. If served by a County Sanitation District, such commitment shall only be issued when all conditions in the Resolution of Approval have been satisfied, the Final Map, grading plans and improvement plans have been approved by the Department of Public Works, and all fees and deposits paid and improvement security posted.

Commitment from the applicable agency shall be in the form of either of the following:

- 1) A written statement, issued no more than three months prior to the date of approval of the Final Map by the Board of Supervisors, certifying that a two-year commitment to reserve facility capacity for all lots within the subdivision has been given; or,
 - 2) In cases where the applicable agency has facilities under construction, a written statement, issued no more than three months prior to the date of the approval of the Final Map by the Board of Supervisors, certifying that:
 - (a) The agency has facilities under construction;
 - (b) All permits required for the construction of said facilities have been obtained; and
 - (c) For a period of at least two years following completion of the facility improvements, said agency commits to reserve facility capacity for all lots within the subdivision.
- b. The subdivider shall install or agree to install a sewer system as a subdivision improvement. Sewer and water lines shall not be laid in the same trench.
- c. If all or part of the subdivision that is to be served by a public sewer system is

located outside of the boundaries of the sewer providing agency, then the subdivider shall cause that portion of the subdivision that is to be sewerred to be annexed to said agency.

- d. If the sewer commitment terminates before the Board of Supervisors Final Map approval, the Department of Health Services will deny application(s) for individual subsurface sewage disposal system(s) within this subdivision, unless a Resolution Amendment has been obtained from the Director of Planning and Land Use, Planning and Environmental Review Board, Planning Commission or Board of Supervisors which approves individual subsurface sewage disposal systems for this subdivision.

22. Private subsurface sewage disposal systems have been approved for the subdivision, and the following conditions shall apply: [DHS - Environmental Health Services, Land Use]

- a. Prior to its approval by the Board of Supervisors, the Final Map shall be reviewed by the Department of Health Services to ensure the same lot design, location and lot numbers as the approved tentative map.
- b. Prior to approval of the Final Map by the Board of Supervisors, all subdivision improvement and/or grading plans shall be reviewed by the Department of Health Services. Plans should include the location of proposed water lines and drainage control systems through or along proposed lots.
- c. Prior to approval of the Final Map by the Board of Supervisors, the subdivider is to pay off all existing deficit accounts associated with the processing of this application to the satisfaction of the Department of Health Services.
- d. The subdivider shall have approved by the Department of Health Services individual subsurface sewage disposal systems for all lots including grading plans for such lots if grading is required.

WATER SUPPLY

23.1 The subdivision is to be connected to a public water system and the following conditions shall apply: [DPLU - Community Planning Section]

Water Providing Agency

- a. Obtain the commitment of the water providing agency to reserve facility capacity for all buildings/lots within the subdivision and obtain the approval of said agency of the plans and specifications for the installation of such public water system.

Commitment from the applicable agency shall be in the form of any of the following:

- 1) A written statement, issued no more than three months prior to the date of the approval of the Final Map by the Board of Supervisors, certifying that a two-year commitment to reserve facility capacity for all lots within the subdivision has been given; or,
 - 2) In cases where the applicable agency has facilities under construction, a written statement issued no more than three months prior to the date of approval of the Final Map by the Board of Supervisors certifying that:
 - (a) The agency has facilities under construction;
 - (b) All permits required for the construction of said facilities have been obtained; and
 - (c) For a period of at least two years following completion of the facility improvement said agency commits to reserve facility capacity for all lots within the subdivision; or,
 - 3) In cases where a majority of the territory served by the water providing agency is located with a city, a statement from the water providing agency, the form and terms of which shall be approved by the Director of Planning and Land Use.
- b. The subdivider shall install or agree to install a water system as a subdivision improvement. Water and sewer lines shall not be placed in the same trench.
 - c. If all or part of the subdivision is located outside of the boundaries of the water providing agency, the subdivider shall cause all of the land within this subdivision to be annexed to said agency.

FIRE SUPPRESSION

Fire Protection Agency

23.2 The subdivider shall submit a letter from the applicable fire protection agency stating its satisfaction with the type and location of fire protection improvements and the minimum required water flow in gallons per minute, together with a letter from the applicable water service agency that the fire protection agency's minimum required water flow will be available to serve the site or verification shall be provided that such improvements are not needed. [DPLU - Community Planning Division]

- 23.3 The subdivider shall submit a letter from the California Department of Forestry and Fire Protection stating that all its conditions have been met. [DPLU - Community Planning Division]
24. The subdivision is outside the boundaries of a fire protection agency and the subdivider shall cause either a letter to be filed with and approved by the Local Agency Formation Commission, requesting annexation of the area included on the Final Map to the applicable fire protection agency, OR the formation of a County Service Area for fire protection services, OR the subdivider shall demonstrate that adequate fire protection services are available satisfactory to the Director of Planning and Land Use. [DPLU - Community Planning Division]

FINAL MAP RECORDATION

(Miscellaneous)

25. The Final Map shall show that all lots within the subdivision have a minimum 100 square feet of solar access for each future building unit allowed by this subdivision pursuant to Section 81.401(n) of the Subdivision Ordinance. [DPLU - Community Planning Division]
26. The Final Map shall show the dedication of all on-site drainage easements, including easements for access thereto, and show monumentation for such easements, as required by the Director of Public Works, or verify that no easements are required. [DPW - Map Processing]
27. The Final Map shall include the entire area shown on the tentative map and shall not be filed as units or groups of units.
- 27.1 Final maps may be filed as units or groups of units, provided that there will be a minimum three week interval between approval of each Final Map. Lot design on the Final Map shall be in substantial conformance to that shown on the tentative map. Lot 1 shall be in Unit 1 and the lot number sequencing shall correspond with unit sequencing. The highest numbered lot shall be in the last unit. [DPLU - Community Planning Division]
28. The subdivider shall accomplish the following prior to approval of the Final Map by the Board of Supervisors.
 - a. Provide the County Department of Public Works with standard forms approved by the Director of Planning and Land Use stating that the applicable agency or agencies have provided commitment to the site for such public facilities that are required for the subdivision (including but not necessarily limited to, water and sewer services). [DPLU - Community Planning Division]

- b. Provide the County Department of Public Works with 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 map; (b) they object or do not object to the filing of the map without their signature; (c) in case of a street dedication affected by their existing easement, they will sign a “subordination certificate” 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 Director of Public Works that no new encumbrances have been created that would subordinate the County’s interest over areas to be dedicated for public road purposes since submittal of the tentative map. [DPW - Map Processing]
- c. Grant to the appropriate agency by recorded document 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. [DPW - Map Processing]
- d. Provide the County Department of Public Works with evidence that any offer of dedication or grant of right-of-way shall be free of all encumbrances or subordinated at the time of recordation of the Final Map. [DPW - Map Processing]
- e. If the subdivider does not have the real property rights necessary for public access or the construction of required improvements, he/she shall request the Board of Supervisors to direct County staff to begin eminent domain proceedings for acquisition of said property rights in accordance with Board Policy J-33. The developer shall agree to pay full County costs of eminent domain proceedings, including all easement costs. The developer shall also agree to construct required improvements within said easement. [DPW - Map Processing]
- f. Pay off all existing deficit accounts associated with processing this application to the satisfaction of the Department of Planning and Land Use, the Department of Public Works and the Department of Health Services prior to docketing the Final Map with the Clerk of the Board of Supervisors. [DPLU - Administrative Services Section, DHS - Environmental Health Services, Land Use]

INTERPRETATION OF CONFLICTING CONDITIONS

29. Where a conflict exists between the documents associated with the approval of a tentative subdivision map the order of controlling precedence shall be:
- a. The Specific Conditions of the Resolution of Approval as approved by the Planning and Environmental Review Board, the Planning Commission or the Board of Supervisors.
 - b. The Tentative Map as approved by the Planning and Environmental Review Board, Planning Commission or the Board of Supervisors.
 - c. The Standard Conditions.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Diego, State of California, this 16th day of June, 2000, Resolution No. 00-199.



TREASURER-TAX COLLECTOR COUNTY OF SAN DIEGO

COUNTY ADMINISTRATION CENTER • 1600 PACIFIC HIGHWAY, ROOM 162
SAN DIEGO, CALIFORNIA 92101-2477 • (619) 531-5709 • FAX 595-4626
VISIT OUR WEB SITE AT: <http://WWW.SDTREASTAX.COM>

DAN McALLISTER
TREASURER-TAX COLLECTOR

BEN TROVATEN
CHIEF DEPUTY TAX COLLECTOR

EVA SANDRA TAITANO
MANAGER, INFORMATION DIVISION

PROPERTY OWNERSHIP QUESTIONNAIRE FOR SUBDIVISION AND PARCEL MAPS

Pursuant to Section 66493 (a) of the California Government Code, the above data is necessary for the precise and expeditious calculation of a tax surety amount to be bonded or deposited with the Clerk of the Board of Supervisors.

Timely, complete, and accurate information is mandatory for a proper and appropriate tax surety amount.

Please complete the questionnaire below and return it with a copy of the final map to the above address and direct it to the attention of the Subdivision and Parcel Map Section. The required signature must be that of the developer, owner, subdivider, or other principal of the subdivision.

SUBDIVISION NAME OR TENTATIVE PARCEL MAP NUMBER _____

CURRENT OWNER'S NAME _____

ASSESSOR'S PARCEL NUMBER(S) _____

DATE ACQUIRED _____

PREVIOUS OWNER'S NAME IF LESS THAN A YEAR _____

NOTE: IF OWNERSHIP HAS CHANGED IN THE PAST SIX MONTHS, ATTACH A COPY OF THE EXCROW INSTRUCTIONS OR A COPY OF THE DEED.

HAVE IMPROVEMENTS BEEN MADE ON THE PROPERTY DURING THE PAST YEAR?

YES _____ NO _____

IF YES, PLEASE ATTACH AN EXPLANATION.

NAME AND TELEPHONE NUMBER OF THE PERSON TO BE CONTACTED:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NO. _____

"I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE."

SIGNED: _____

TITLE: _____

DATE: _____

TREASURER TAX COLLECTOR

COUNTY ADMINISTRATION CENTER
1600 PACIFIC HIGHWAY ROOM 162
SAN DIEGO, CALIFORNIA 92101-2477
(619) 531-5709

PROCEDURES FOR OBTAINING A TAX CLEARANCE CERTIFICATE AND FINAL STEPS FOR RECORDING A SUBDIVISION OR PARCEL MAP

A copy of the final map (subdivision or parcel map) along with an ownership questionnaire (copy attached) must be sent to the Subdivision Section, Treasurer-Tax Collector at least 4 weeks prior to the recording of a map.

You can call the subdivision section at 531-5709 to check on the status of taxes at least 2 weeks after the submittal. When you call, refer to the subdivision name or tract number; if it is a parcel map, refer to the tentative parcel map number or the work order number.

All current and back taxes have to be paid by cashier's or certified checks before any certificate is issued. If the taxes are paid by personal or business checks, there will be a 30 DAY WAITING PERIOD before a tax certificate is issued.

Because Jan. 1st is the "lien date" on property taxes, a surety deposit, bond, or letter of credit is required to guarantee the payment of next year's taxes for all subdivisions or parcel maps recorded between Jan. 1st and September ____, (date the tax bills are out and payable). When the tax bills are available, both first and second installments are required to be paid. No surety will be accepted to obtain a tax certificate.

To obtain a blank form for the bond or letter of credit, please go to room 402 of the County Administration Center or call the Clerk of the Board of Supervisors' office at 531-5600.

After all the taxes due are paid and the surety amount is determined, the applicant may obtain the tax clearance certificate. The certificate must be recorded at the office of the County Recorder in room 260. The Recorder will conform a copy of the certificate for the applicant. A \$4.00 recording fee is required. The conformed copy must then be delivered to the map processing section of the County or the City where the subdivision is located. The map processing section will not sign the final map before receiving the conformed copy of the tax clearance certificate.

If a surety is required, the map is sent to the Clerk of the Board of Supervisors after approval of the final map. If the Clerk has a bond or other surety posted they will sign the map and send it to the recorder. The Clerk of the Board of Supervisors will charge a \$34.00 Tax Compliance fee for every map processed.

When no tax surety deposit is required (maps recorded between late September and December 30) only the County Tracts (unincorporated areas) are sent to the Clerk of the Board of Supervisors for board approval and all other maps are sent directly to the recorder.

By the last week of September the current tax bills should be out and payable. First installment must be paid by December 10th, and second installment by April 10th. The Tax Collector will demand payment (with penalties) from the surety deposit or bond, if the first installment becomes delinquent.

continued on next page

The surety bond will not be released until BOTH INSTALLMENTS are paid.

The subdivider or principal is responsible for having all taxes paid on any recorded map, whether surety was posted by cash, bond, or letter of credit. If cash surety has been deposited with intent to use the money to pay the taxes, the Clerk of the Board of Supervisors should be informed at the time the cash is deposited.

The Subdivision Technician in the Tax Collector's office determines the amount of the surety deposit required. However, the surety is posted with the Clerk of the Board of Supervisors, Room 402. The surety may be in the following forms:

- a) a bond from an insurance company or other bonding agent
- b) a letter of credit from a bank or other financial institution
- c) a cashier's check made out to the County of San Diego

- The Subdivision name or the tract number must be on the bond or other form of surety. In the case of a parcel map, the tentative map number or the work order number must be on the surety deposited with the Clerk of the Board of Supervisors.

- If you need more information call the subdivision section at 531-5709.

When Recorded, Mail To:

STATE OF CALIFORNIA)
)ss:
COUNTY OF SAN DIEGO)

I, Dan McAllister, certify that I am the duly qualified and elected Treasurer - Tax Collector of the County of San Diego, State of California; that I have examined the records of my office as to delinquent taxes and assessments collected by the County of San Diego on the property in the subdivision or parcel map known as:

A final map of which subdivision or parcel map is about to be filed with the appropriate legislative body in the County of San Diego for approval; and I hereby certify that at the date hereof there are NO liens against said subdivision or parcel map, or any part thereof for unpaid State, County, Municipal or local taxes and special assessments for the fiscal year _____.

I further certify that there are against the parcel or parcels of real property within which the subdivision or parcel map is situated liens for State, County and local taxes and special assessments collected as taxes which are a lien but which are not yet payable and which I estimate as follows:

State, County, School and Special District Taxes \$ _____
Include City of _____

IN WITNESS WHEREOF, I have hereunto set my hands this _____ day of _____, _____.

Certificate No. _____

DAN McALLISTER
TREASURER-TAX COLLECTOR

By: _____
Deputy

THIS CERTIFICATE VOID BEGINNING:

Parcel No: _____

Subject of Government Code
Section 66493
Tax Surety/Bond Required:
Yes No

This certificate must be filed with the County Recorder and a conformed copy delivered to the appropriate legislative body in the County of San Diego.

POLICIES

POL – RO – 7
Page 1 of 2

ROADS

SUBJECT: PAVEMENT CUT POLICY

PURPOSE:

To establish a policy for coordinating utility activities with County of San Diego (County) roadway construction and resurfacing projects to avoid pavement cuts within three years after roadway pavement treatment. The intent of this Policy is to minimize excavation into new road surface treatments to the extent possible.

BACKGROUND:

Scheduling and coordination of County of San Diego, Department of Public Works (County DPW) road work with subsurface projects of utility companies and districts (Utilities), their subcontractors, or private developers have not been sufficient to avoid roadway pavement cuts soon after roads are constructed or resurfaced. This apparent lack of coordination has resulted in numerous inquiries from the public regarding policy consistency. In addition, cracking, sinking, and other damages caused by street cutting and patching reduces road surface life and increases road maintenance costs.

SCOPE:

This Policy shall apply to all parties performing excavation within road right-of-way maintained by County DPW.

POLICY:

Pavement cuts for underground utilities in all new, reconstructed, or resurfaced County-maintained roads and Permanent Road Division (PRD) / County Service Area (CSA) roads shall be prohibited for three years following project pavement treatment. "Pavement treatment" shall be defined as asphalt concrete surfacing, chip seals, or slurry seals. Prohibition shall include, but not be limited to, excavation for utility system installations, replacements, and upgrading or planned maintenance.

If the County concurs with a request from an agency/private entity for cutting pavement on a County-maintained road that has been constructed or resurfaced within the last three years, repairs shall include resurfacing the entire width of the affected road. The method of resurfacing shall be the same as adjacent pavement. (If proposed pavement cut alignment is approximately perpendicular to the roadway centerline alignment, adherence to the most recent Regional Standard Drawings and notes is required [G-24 and G-25 in the March 2000 edition]).

During the sunset review of this policy, DPW will evaluate the policy's (and its application) effectiveness in minimizing pavement excavation on new, reconstructed or resurfaced County-maintained roads. If determined the policy has not been effective, an ordinance may be drafted to provide a basis in law for prohibiting pavement cuts and providing minimum repair standards.

COUNTY DPW RESPONSIBILITIES AND PROCEDURES:

- (1) This policy requires coordination and cooperation by sections within DPW. Staff in each section shall carry out their enumerated responsibilities to ensure objectives of this Policy are achieved. Staff shall forward information regarding projects affected by this policy to other staff and sections of DPW when appropriate.
- (2) The DPW Right-of-Way and Utilities Coordinator shall notify Utilities of pending roadway construction and/or resurfacing projects.
- (3) The DPW Land Development Division will not issue a pavement excavation permit for three years following new road pavement treatment. The Director of DPW may grant exceptions subsequent to receipt of a signed letter of appeal (from the individual, business or agency requesting such exception) explaining why installation was not completed prior to the road being overlaid, reconstructed or constructed.

It should be noted that DPW, in the event of regulatory exemptions issued from a governmental agency with greater authority than DPW, may be required to waive the above-listed restrictions. However, in this case, DPW maintains the right to require pavement repair standards are met or exceeded such that the roadway is protected.

REFERENCE:

None applicable

APPROVED BY: JOHN L. SNYDER, DIRECTOR

EFFECTIVE DATE: June 1, 2000

REVISION DATE:

SUNSET DATE: June 1, 2003

**ACKNOWLEDGEMENT
OF DEPARTMENT OF PUBLIC WORKS
PAVEMENT CUT POLICY**

WHEREAS, _____ known as owner(s) of the property described in Exhibit "A" attached, have received a copy of the County of San Diego, Department of Public Works Pavement Cut Policy (Policy) and is(are) aware of the conditions therein.

WHEREAS, owner(s) will ensure that utility distribution systems required for this project are designed to provide for future extensions, to the extent possible, with the purpose of minimizing the need for future roadway surface excavation.

WHEREAS, owner(s) will inform purchasers of properties within the project of the intent and conditions of the Policy.

WHEREAS, owner(s) will notify the owners of all properties adjacent to the boundaries of _____, and of properties adjacent to associated required off-site improvements, of the Policy and attempt to solicit their participation in the completion of provisions for future extension of utilities and other improvements which may affect the purpose of the Policy.

NOW **THEREFORE**, the undersigned acknowledges the above policy.

IN WITNESS WHEREOF the undersigned has executed this acknowledgement this ____ day of _____, 20__.

OWNER:

OWNER:

When recorded, please mail to:

Director of Public Works
Mail Station 0336
ATTENTION: Phil J. Giurbino

RECORDED AS A BENEFIT TO COUNTY OF SAN DIEGO

RIGHT OF ENTRY TO INSPECT IMPROVEMENTS

Permission is hereby granted to the Department of Public Works of the County of San Diego, or its authorized agents hereinafter referred to as the County, to enter upon, the undersigned Grantor's property for the purpose of inspecting the improvements required per resolution of approval for a Tentative Map _____, or for a Grading Plan _____, which is incorporated by reference as though fully set forth herein.

The undersigned Grantor(s) further understand(s) and agree(s) to preserve and save harmless the County of San Diego and each officer, employee and independent contractor thereof from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the entry, inspection, or any work performed as a result of such entry and inspection, and that all of said liabilities are hereby assumed by the property owner.

This document will cease to be in effect after the completion and acceptance of the required public and/or private improvements.

IN WITNESS THEREOF we hereto set our hand(s) this _____ day of _____, 20____.

ACKNOWLEDGED

(Name of Director)
Director of Public Works

By _____
(owner)

By _____
Philip J. Giurbino

By _____
(owner)

(Owner's signatures must be notarized)

DEPARTMENT OF PUBLIC WORKS
5555 Overland Avenue
San Diego, CA 92123

To: Field Survey Section, Building 5, MS 090 Date: _____

From: _____
Surveyor's or Engineer's Name

Firm's Name

Firm's Address

REQUEST FOR FIELD MONUMENT CHECK

Subdivision Map No. _____ TENTATIVE MAP NO. (T.M.) _____ is ready for:
Parcel Map No. _____ TENTATIVE PARCEL MAP NO. (T.P.M.) _____ is ready for:

- | | | |
|-------|---------------------------|---|
| _____ | Partial Check | - Area as outlined on attached prints. |
| _____ | Final Partial Check | - Area as outlined on attached prints |
| _____ | Complete Check | |
| _____ | Re-Check | - Letter attached describing corrective action |
| _____ | Certificate of Correction | - attached for monumentation which differs from the recorded Subdivision Map. |

IT IS THE SURVEYOR'S/ENGINEER'S RESPONSIBILITY THAT ALL MONUMENTS BE FLAGGED, UNCOVERED, AND/OR PAINTED PRIOR TO FIELD SURVEYS MONUMENT CHECK. THE SURVEYOR/ENGINEER SHOULD FLAG THE MONUMENTS JUST PRIOR TO THE FIELD REVIEW BY FIELD SURVEYS.

_____ We request a joint field check, therefore, _____
will meet the County survey personnel on site. (Name & Phone Number)

The Field Survey Supervisor of the Surveying Section of the San Diego County Department of Public Works will schedule the date to accomplish the requested work.

Enclosed are two (2) blue line prints of the final map (plus the Certificate of Correction, if required) for checking purposes.

Should the Survey Section not be able to keep the scheduled appointment, contact _____, at _____ on the day prior to the scheduled check, to arrange for a new date.

Surveyor's or Engineer's Signature

Title and Phone Number

4-21

(SEAL)

(09/04)

RECORDING REQUESTED BY:
(Surveyor or Engineer)

WHEN RECORDED MAIL TO:
(Name)
(Address)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CERTIFICATE OF CORRECTION
(Map Error Format)**

PURSUANT TO (Section 66469 of the Subdivision Map Act) (Section 8770.5 of the Land Surveyors Act),

NOTICE IS GIVEN that (Map No.) (Parcel Map No.) (Record of Survey Map No.) in the (City of), County of San Diego, State of California, filed in the Office of the County Recorder of said County _____, 20____, is in error, and is corrected in accordance with (Section 66469 of the Subdivision Map Act) (or Section 8770.5 of the Land Surveyor's Act) as follows:

(List each item describing the action taken to correct problem, what was shown on map, and reason for correction.)

I certify that the following are the names of all the fee owners of the real property reflected on the date of the filing or recording of the original recorded map:

(This information is required by the County Recorder in order to properly index document in the Grantor/Grantee Index.)

CERTIFICATE OF SURVEYOR (OR ENGINEER)

I further certify that the above Certificate of Correction was prepared by or under the direction and control of the undersigned professional land surveyor, or registered civil engineer.

(SEAL)

Name

License or Registration No., (If a monument changes location or character, a pre-1982 civil engineer must sign, otherwise a post-1982 civil engineer can sign.)

I, PHILIP J. GIURBINO, County Surveyor of the County of San Diego, State of California, certify that I have examined the foregoing Certificate of Correction and I find that the only changes shown hereon are changes provided for by (Section 66469 of the Subdivision Map Act) (Section 8770.5 of the Land Surveyors Act).

PHILIP J. GIURBINO, PLS 4424
County Surveyor

(SEAL)

Fee: \$ _____

RECORDING REQUESTED BY:
(Surveyor or Engineer)

WHEN RECORDED MAIL TO:
(Name)
(Address)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CERTIFICATE OF CORRECTION
(Map Modification Format)**

PURSUANT TO Section 66472.1 of the Subdivision Map Act,

NOTICE IS GIVEN that (Map No.) (Parcel Map No.) in the County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County on _____, 20 ____, is being modified in accordance with said section as follows:

(List each item)

I certify that the following are the names of all the fee owners of the real property reflected on the date of the filing or recording of the original recorded map:

(This information is required by the County Recorder in order to properly index document in the Grantor/Grantee Index.)

CERTIFICATE OF SURVEYOR (OR ENGINEER)

I further certify that the above Certificate of Correction was prepared by or under the direction and control of the undersigned professional land surveyor or registered civil engineer.

(SEAL)

Name

License or Registration No.

I, PHILIP J. GIURBINO, County Surveyor of the County of San Diego, State of California, certify that I have examined the foregoing Certificate of Correction and I find that the only changes shown hereon are changes provided for by Section 66472.1 of the Subdivision Map Act.

PHILIP J. GIURBINO, PLS 4424
County Surveyor

(SEAL)

Fee: \$ _____

RECORD OF SURVEY CHECKSHEET

ANY CHANGES INITIATED BY
THE ENGINEER OR SURVEYOR
SHOULD BE FLAGGED OUT ON
NEW PRINTS

COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS

NOTE: THE COLORS RED
& GREEN RESERVED FOR
DEPARTMENT OF PUBLIC
WORKS USE ONLY

SURVEY AT THE REQUEST OF _____ SURVEYOR/ENGINEER _____ OUR NO _____

CH'D BY _____ ON _____, CH'D BY _____ ON _____, CH'D BY _____ ON _____ FILING FEE _____

RED INDICATES DEFICIENCY

MAP TITLE:

- NAME OF CITY, IF APPLICABLE
- SAN DIEGO COUNTY, CALIFORNIA
- RECORD OF SURVEY NO. _____
- GENERAL DESCRIPTION OF LAND SURVEYED (8764)
- SHEET NUMBER
- LEGEND

STATEMENTS:

- COUNTY RECORDER'S STATEMENT (8764.5)
- SURVEYOR'S STATEMENT (SIGNED & SEALED) (8764.5)
- COUNTY SURVEYOR STATEMENT (8764.5)
- CERTIFICATE PER SEC. 8762.5 IF REQUIRED
- NO NON-TECHNICAL CERTIFICATES OR STATEMENTS ON MAP (8764.5)

SURVEYOR'S NOTES:

- BASIS OF BEARING: MAP OF RECORD (8764)
- CELESTIAL OBSERVATION, COORDINATES (8771.5)
- FOUND MONUMENTS: RECOMMEND SOLID SYMBOL (8764)
- SET MONUMENTS: RECOMMEND OPEN SYMBOL (8764)
- SYMBOLS AND NON-STANDARD ABBREVIATIONS DEFINED (8764)

MATHEMATICAL ACCURACY:

- MAP LOOP CLOSURES (8766) [RECOMMEND LESS THAN 0.02 FT. OR 1:10,000, WHICHEVER IS GREATER]
- ALL BEARINGS SHOWN (8764)
- ALL DISTANCES SHOWN (8764)
- ALL OVERALL BEARINGS SHOWN
- ALL OVERALL DISTANCES SHOWN
- SUM OF PARTS EQUALS TOTAL DISTANCE OR DELTA
- ALL CURVE DATA SHOWN [MINIMUM-DELTA, RADIUS, ARC LENGTH]
- ALL RADIAL BEARINGS SHOWN

SURVEY PROCEDURES:

- PRORATIONS CORRECT
- SECTIONAL BREAKDOWN
- DEED INTERPRETATIONS
- DURABLE MONUMENTS SUFFICIENT IN NUMBER
- MONUMENTS TAGGED (8772)
- RELATIONSHIP TO ADJACENT LINES OF RECORD (8764)
- SURVEY BASED UPON PROPER CONTROL
- METHODS OF ESTABLISHMENT OF LINES OR POINTS SHOWN (8764)

GREEN INDICATES NO DEFICIENCY

MAP BODY:

- AREAS (IF SHOWN)
- VICINITY OR LOCATION MAP [DESIRABLE]
- PERMANENT INK [COATED WITH A SUITABLE SUBSTANCE FOR PERMANENT LEGIBILITY] (8763)
- MAP SIZE: 18" X 26" (8763)
- MARGIN: 1" ALL AROUND (8763)
- MAP ORIENTATION
- NORTH ARROW AND SCALE (8764)
- CITY, COUNTY, OR STATE BOUNDARY LINES
- REFERENCE TO ADJACENT TRACTS OR OTHER MAPS OF RECORD
- LEGIBILITY OF MAP DATA (8763)
- STREET NAMES, WIDTHS, AND TIES SHOWN
- REFERENCE FOR ALL FOUND MONUMENTS OR STATEMENT OF ACCEPTANCE IF USED AS A CONTROL MONUMENT (8764)
- REFERENCE TO DEEDS OR OFFICIAL RECORDS IF NECESSARY FOR THE ESTABLISHMENT OF LINES OR POINTS (8764)
- RECORD MEASUREMENTS IN PARENTHESES TO BE SHOWN WHEN DIFFERENT THAN MEASURED
- PURPOSE INDICATED FOR ALL EASEMENTS SHOWN
- DETAIL REQUIRED FOR CLARITY
- ARROWS NEEDED TO CLARIFY DIMENSIONS
- NO DITTO MARKS
- SPELLING
- CALIFORNIA COORDINATE INDEX
- SIDELINES OF DEDICATED STREETS-SOLID LINES
- SIDELINES OF PRIVATE EASEMENTS-DASH LINES
- HEAVY LINE AROUND BOUNDARY OF SURVEY
- ADJOINING MAP LINES (DASH LINES)
- MAP MATERIAL: TRACING CLOTH OR POLYESTER BASE FILM: BLACK INK (8763)
- REASON FOR MANDATORY FILING (8764)
- ASSESSOR PARCEL NUMBER

OTHER:

PARENTHESIS REFER TO APPROPRIATE LAND SURVEYOR'S ACT SECTION.

A "RECORD OF SURVEY" MANUAL IS AVAILABLE FROM THE DEPARTMENT OF PUBLIC WORKS ELABORATING ON EACH ITEM LISTED ABOVE.

4.200 ACKNOWLEDGEMENT CERTIFICATES

Those individuals, partnerships, corporations, etc., having record title interest in the land shall sign the map in the space immediately following the dedication statements. Public utilities, e.g., electric power companies, communication companies, sanitation districts, water and irrigation districts, etc., who hold existing easements now overlaid by newly dedicated streets are required to execute a "Subordination Certificate" or "Joint Use Agreement". These signatures must be notarized.

Sufficient documentation must be submitted to Land Development to verify the identity of signators. Documentation may include, but is not limited to: articles of incorporation; corporate resolutions; partnership papers (recorded in San Diego County); LP-1 forms; LLC-1 forms; operating agreements; joint venture papers; recorded power of attorney; trust papers; guardian, administrator or executor papers; etc.

The following information and example signature blocks are provided as a guide for various types of ownership. No attempt is made here to include all possible ownership configurations. Consult with Land Development for help with specific situations.

Corporation. Corporate signators must be:

1. Either the chairman of the board, the president or any vice-president and the secretary, any assistant secretary, the chief financial officer or any assistant treasurer (Corporations Code section 313); or,
2. The corporate officer(s) authorized by the corporate bylaws or by resolution of the board of directors; or,
3. An attorney-in-fact as authorized by the corporate bylaws or by resolution of the board of directors.

Failure to affix a corporate seal does not affect the validity of any instrument executed by the corporation (Corporations Code section 207[a]). Land Development will require evidence of signature authorization such as the Articles of Incorporation and a copy of a resolution of the board of directors naming those persons authorized to sign on behalf of the corporation.

Example:

B & W DEVELOPMENT CORP., a California corporation, as owner

By _____ By _____
I. R. Jones, President R. U. Smith, Secretary

General Partnership. All partners of a general partnership must sign unless there is specific authorization otherwise. Partnership papers recorded in San Diego county must be provided together with any authorization naming those persons who can sign if fewer than all partners.

Example:

B & W PROPERTIES, a general partnership, as owner

By _____ By _____
U. R. Smith, General Partner R. I. Jones, General Partner

Limited Partnership. Only the general partner (or partners, if more than one) need to sign for this type of partnership. A general partner can be an individual, another partnership or a corporation, etc. A copy of the Certificate of Limited Partnership (Form LP-1) certified by the Secretary of State or Partnership papers recorded in San Diego county must be provided.

Example with Individual as general partner:

B & W PROPERTIES, Limited, a limited partnership, as owner

By _____
C. M. Jones, General Partner

Example with Corporation as general partner:

B & W PROPERTIES, Limited, a limited partnership, as owner

B & W DEVELOPMENT CORP., general partner

By _____ By _____
I. R. Jones, President R. U. Smith, Secretary

Limited Liability Company. The managing member or members must sign unless there is specific authorization otherwise. Provide a copy of the Articles of Organization (Form LLC-1) certified by the Secretary of State and a copy of the signed operating agreement which identifies the members and/or managing member(s).

Example:

B & W Development, L.L.C., as owner

By _____
I. M. Topps, Managing Member

Joint Venture. In all cases involving a Joint Venture, a copy of the joint venture agreement must be provided. If the joint venture involves a corporation, partnership or L.L.C., appropriate documentation must be provided.

Example with Individuals as joint venturers:

B & W PROPERTIES, a joint venture, as owner

By _____ By _____
I. R. Smith, Joint Venturer U. R. Jones, Joint Venturer

Example with Corporation and Limited Partnership as joint venturers:

B & W PROPERTIES, a joint venture, as owner

B & W DEVELOPMENT CORP., joint venturer

By _____ By _____
I. R. Jones, President R. U. Smith, Secretary

W & B PROPERTIES, Limited, a limited partnership, as joint venturer

By _____
C. M. Jones, General Partner

Trust. Where a TRUST is involved as owner, the appropriate signator is the TRUSTEE(s), not the trust. Land Development will request a copy of either the trust document or a "certification of trust" pursuant to Probate Code Section 18100.5 in order to ascertain whether there are any limitations on the power of the Trustee(s), whether there are multiple trustees and the correct number of them necessary to sign.

Example:

B & W TRUST created October 2, 1936, as owner

BY _____
I. M. Topps, Trustee

The title company will provide the trustee name in the Guarantee when the trust was established for financial reasons.

Example:

I. R. JONES FAMILY TRUST created October 2, 1936, as owner

BY _____
I. R. Jones, Trustee

Trustee/Beneficiary.

Example:

(_____) TITLE COMPANY, a California Corporation as
(Trustee)(Beneficiary) under deed of trust recorded _____ as Doc.

BY _____ BY _____
I. R. Jones, President R. U. Smith, Secretary

Administrator/Executor. Where an administrator or executor is appointed as the result of a court case or by some other action or instrument, a copy of the action or instrument must be provided to verify the signator.

Example:

By _____, Executor of the Estate of _____,
deceased, per Superior Court case No. _____.

Attorney-in-Fact: A person who executes a certificate on behalf of another must always furnish a signed copy of the recorded power of attorney. Certain legal entities such as banking associations normally act as an Attorney-in-fact. Any document furnished as evidence must have correct notarized signature(s) for the legal entity which appointed the Attorney-in-Fact.

Example:

BY _____ BY _____
Al Shimer, as owner Ima Mazed, his Attorney-in-Fact

National Banking Association. A National Banking Association is a federally chartered banking establishment. The title company will state in the Guarantee if the bank is a member of a National Banking Association. Like a corporation, two officers must sign on behalf of the association.

Example:

LAST CHANCE FEDERAL REPOSITORY OF EAST PODUNK, a National
Banking Association, as (owner) (trustee under deed of trust recorded _____
As Doc. _____

BY _____ BY _____

(Title)

(Title)

The following certificate is to be used on maps only:

STATE OF CALIFORNIA)

COUNTY OF _____)

ON _____ BEFORE ME, (insert name of notary here) PERSONALLY APPEARED _____ PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT (HE/SHE/THEY) EXECUTED THE SAME IN (HIS/HER/THEIR) AUTHORIZED CAPACITY(IES), AND THAT BY (HIS/HER/THEIR) SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

SIGNATURE _____

PRINT NAME _____

A NOTARY PUBLIC IN AND FOR SAID STATE

PRINCIPAL PLACE OF BUSINESS IS COUNTY OF _____

MY COMMISSION EXPIRES _____

The following two certificates, usually provided by the Notary, are to be used on documents only:

STATE OF CALIFORNIA)

COUNTY OF _____)

ON _____ BEFORE ME, _____, PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

SEAL

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____ BEFORE ME, _____,
PERSONALLY APPEARED _____,

PERSONALLY KNOWN TO ME - **OR** - PROVED TO
ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE
THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED
TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/
HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY
HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S) OR THE ENTITY ON BEHALF OF WHICH THE
PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

**CAPACITY CLAIMED BY
SIGNER**

- INDIVIDUAL(S)
- CORPORATE
OFFICER(S)
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/
CONSERVATOR
- OTHER

**SIGNER IS
REPRESENTING**

NAME OF PERSON(S)
OR
ENTITY(IES)

BOARD OF SUPERVISORS.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON THIS ____ DAY OF _____, 20 __, BEFORE ME, _____, CLERK OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME TO BE THE CHAIRMAN/CHAIRWOMAN OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY AND THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID SAN DIEGO COUNTY AND ACKNOWLEDGED TO ME THAT SAID SAN DIEGO COUNTY EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.

CLERK OF THE BOARD OF SUPERVISORS
OF SAN DIEGO COUNTY.

COUNTY SANITATION DISTRICT.

The Clerk of the Board of Directors of a County sanitation district and the Clerk of the Board of Supervisors are one and the same person, nonetheless, the wording used here must be strictly adhered to.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON THIS ____ DAY OF _____, 20 __, BEFORE ME, _____, CLERK OF THE BOARD OF DIRECTORS OF THE _____ SANITATION DISTRICT, A COUNTY SANITATION DISTRICT, PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME TO BE THE CHAIRMAN/CHAIRWOMAN OF THE BOARD OF DIRECTORS OF THE SANITATION DISTRICT AND THE PERSON WHO EXECUTED THE WITHIN CERTIFICATE ON BEHALF OF SAID SANITATION DISTRICT AND ACKNOWLEDGED TO ME THAT SAID SANITATION DISTRICT EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.

CLERK OF THE BOARD OF DIRECTORS OF
_____ SANITATION DISTRICT.

SAN DIEGO COUNTY FLOOD CONTROL DISTRICT.

This acknowledgment to be used only when the flood control district executes a certificate. The Clerk of the Board of Directors of the San Diego County Flood Control District and the Clerk of the Board of Supervisors are one and the same person, nonetheless the wording used here must be strictly adhered to.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, _____, CLERK OF THE BOARD OF DIRECTORS OF THE SAN DIEGO COUNTY FLOOD CONTROL DISTRICT, PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME TO BE THE CHAIRMAN/CHAIRWOMAN OF THE BOARD OF DIRECTORS OF THE SAN DIEGO COUNTY FLOOD CONTROL DISTRICT AND THE PERSON WHO EXECUTED THE WITHIN CERTIFICATE ON BEHALF OF SAID FLOOD CONTROL DISTRICT AND ACKNOWLEDGED TO ME THAT SAID FLOOD CONTROL DISTRICT EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.

CLERK OF THE BOARD OF DIRECTORS OF
SAN DIEGO COUNTY FLOOD CONTROL
DISTRICT.

4.300 AGREEMENTS. There will be situations when a Joint Use Agreement is appropriate. The following excerpts from the Subdivision Ordinance and the Standard Conditions for Tentative Subdivision Maps should be used to determine when a Joint Use Agreement can be used.

Subdivisions.

81.402 (s) Subdivision Ordinance – All Utility easements which are acquired after the issuance of the Resolution of Approval (Notice of Approval) shall be subordinated to any Public Dedications which are required as a condition of said approval with the exceptions of major transmission facilities, mains and lines as determined by the Director of Public Works.

Standard Condition 28.b. – Provide the County Department of Public works with a certification from each public utility and each public entity owning easements within the proposed subdivision stating that: ... “in the case of a street dedication affected by their existing easement, they will sign a “subordination Certificate” 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 Director of Public Works that no new encumbrances have been created that would subordinate the County’s interest over areas to be dedicated for public road purposes since submittal of the tentative map.”

Standard Condition 28.d. – Provide the County Department of Public Works with evidence that any offer of dedication or grant of right-of-way shall be free of all encumbrances or subordinated at the time of recordation of the final map.

Parcel Maps.

81.703 (n) Subdivision Ordinance – All Utility easements which are acquired after the issuance of the Resolution of Approval (Notice of Approval) shall be subordinated to any Public Dedications which are required as a condition of said approval with the exceptions of major transmission facilities, mains and lines as determined by the Director of Public Works.

81.705 (a) Subdivision Ordinance – Any such dedication or offer of dedication shall be free of any burden or encumbrances which would interfere with the purposes for which the dedication or offer of dedication is required.

JOINT USE AGREEMENT

County of San Diego, hereinafter "County" and _____, owner of an easement recorded _____, as _____, and _____, owner of an easement recorded _____, as _____, hereinafter ("Company[s]") ("District[s]") desire to enter into this Agreement to provide for the rights and obligations of each of the parties in their joint use of the public street areas as indicated on this map.

County and (Company[s]) (District[s]) agree as follows:

a. Construction by County

In the event that the future use or alteration of said areas by County for streets or highway purposes or improvements incidental thereto shall at any time necessitate a rearrangement, relocation or reconstruction of any of (Company's) (District's) facilities, the work shall be performed by (Company[s]) (District[s]) and the County shall pay the cost thereof; if acquisition of additional easements or property is required, they shall be obtained by the County in a form satisfactory to the (Company[s]) (District[s]), or by the (Company[s]) (District[s]) with the written consent of the County, and County shall pay the costs thereof.

b. Construction by (Company[s]) (District[s])

In the event that the future use or alteration of said area by (Company[s]) (District[s]) for utility purposes or improvements incidental thereto shall at any time necessitate a rearrangement, relocation, or reconstruction of any County street or highway or public improvements incidental thereto, the work shall be performed by the County, or other person authorized by the County, and the (Company[s]) (District[s]) shall pay the cost thereof; if acquisition of additional easements or property is required, they shall be obtained by the (Company[s]) (District[s]) in a form satisfactory to the County, or by the County with the written consent of the (Company[s]) (District[s]), at the cost of the (Company[s]) (District[s]).

c. Road Work

(Company[s]) (District[s]) shall, at its (their) own expense, comply with all permit and safety requirements of State law and County ordinance when working within County rights of way subject to this agreement.

d. (Company[s]) (District[s]) Facility Adjustments

(Company[s]) (District[s]) shall, at its (their) own expense, perform maintenance and minor adjustment work on (Company[s]) (District[s]) facilities necessitated by resurfacing, sealing, or similar road maintenance operations.

e. Determination of Cost

The parties shall cooperate in the rearrangement, relocation, and reconstruction of streets and highways and facilities therein. Prior to one party undertaking any work, or acquiring any easement or property, as to which the other must pay the cost, the party responsible for the cost shall be given reasonable notice of the time and extent of the proposed work, the estimated cost thereof, and a copy of the plans and specifications for the project. If the work is to be performed by private contractors pursuant to public bidding, separate quotations shall be obtained, if it is reasonably feasible to do so, for the work to be paid for by each party. If the work is to be performed by forces of a party, the amount of reimbursement from the other party shall be determined in accordance with generally accepted accounting principles and shall include a reasonable sum for overhead and administration.

f. Senior Rights

Neither (Company[s]) (District[s]) nor County shall claim or assert any rights against the other over or in such streets and highways, notwithstanding any interests or rights that each might otherwise have as a result of any charter, statute, contract, conveyance, or by operation of law, unless this agreement is determined by a court of competent jurisdiction to be invalid or is otherwise terminated. Except as herein set forth, this agreement shall not, in any way, alter, modify, or terminate any of the (Company's) (District's) prior rights in said areas.

g. Vacation or Abandonment

County shall, in vacation or abandonment proceedings, make a determination that the public convenience and necessity require the reservation and exception of easements and rights-of-way for such facilities of (Company[s]) (District[s]), and such reservation and exception shall be recited in the resolution of vacation for all rights acquired by the (Company[s]) (District[s]).

h. Cooperation

The parties shall cooperate in the use of streets and highways in which the (Company[s]) (District[s]) has (have) facilities. Neither the County nor the (Company[s]) (District[s]) shall permanently interrupt the use or operation of such streets and highways or of the facilities of each therein. Any use of County streets and highways by either the County or the (Company[s]) (District[s]) which temporarily interfere(s) with the use or operation of facilities therein by the other party(s) shall be made only when necessary, and such interferences shall be terminated as soon as the necessity therefor no longer exists.

i. Responsibility of Parties

During the course of any rearrangement, relocation, reconstruction, each party shall be responsible for actions and omissions. To the extent permitted by law, each shall indemnify and hold harmless the other from any and all claims, injuries, losses, and damages suffered or incurred by the other as a result of such actions or omissions.

j. Successors and Assigns

This agreement shall be for the benefit of and be binding upon the successors and assigns of each party.

(Company[s]) (District[s])

BY _____

County of San Diego

BY _____
Chairman/Chairwoman
of the Board of Supervisors

See Appendix Section 4.200 for Board of Supervisors acknowledgement.

JOINT USE AGREEMENT (Otay Water District)

This Agreement, entered into this ____ day of _____, 20__ by and between the County of San Diego, hereinafter "COUNTY", and the Otay Water District, hereinafter "DISTRICT."

WHEREAS, the DISTRICT is the owner of the following described easement recorded _____ as F/P _____ of the Official Records of San Diego County and described as:

_____ and;

WHEREAS, COUNTY is accepting certain easements which may extend across and through portions of the above described DISTRICT easement; and

WHEREAS, COUNTY and DISTRICT desire to enter into this agreement to provide for the rights and obligations of each of the parties in their joint use of the areas common to their respective easements;

NOW, THEREFORE, COUNTY and DISTRICT agree as follows:

1. In the event that the future use or alteration of said easement by COUNTY shall at any time necessitate a rearrangement, relocation or reconstruction of DISTRICT'S public improvements, the same shall be performed at the cost of COUNTY, and if the acquisition of additional required easements or property pursuant thereto is required, the same shall be obtained by COUNTY in form satisfactory to the DISTRICT, or by the DISTRICT with written consent of the COUNTY, at the cost of the COUNTY.
2. In the event that the future use or alteration of said easement by DISTRICT shall at any time necessitate a rearrangement, relocation or reconstruction of COUNTY'S public improvements, the same shall be performed at the cost of DISTRICT, and if the acquisition of additional required easements or property pursuant thereto is required, the same shall be obtained by DISTRICT in form satisfactory to the COUNTY, or by the COUNTY with written consent of the DISTRICT, at the cost of the DISTRICT.
3. All uses of said easement area by either party shall be such as will not permanently interrupt the use or operation of the facilities therein of the other party. Uses of said areas by either party which temporarily interfere with the use or operation of the facilities therein of the other party will be made only when reasonably necessary and will be promptly terminated as soon as the necessity therefor no longer exists.

4. If the COUNTY or the DISTRICT shall hereafter vacate or abandon, in whole or in part, said easements or properties the COUNTY or DISTRICT shall, in the vacation or abandonment proceedings, reserve to the other all rights owned by it prior to the execution of this certification.

5. Neither DISTRICT or the COUNTY will claim or assert any prior rights over the described easement.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE executed as of the date first above written by their properly authorized officials.

COUNTY OF SAN DIEGO

BY _____

OTAY WATER DISTRICT

BY _____

See Appendix Section 4.200 for Board of Supervisors acknowledgement.

When recorded please mail to:

PRIVATE ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT for the maintenance and repair of that certain private road easement, the legal description and/or plat of which is set forth in Exhibit A attached hereto and made a part hereof, is entered into between _____ (hereinafter referred to as "DEVELOPER") and the County of San Diego (hereinafter referred to as "COUNTY") for the benefit of future subdivision lot owners who will use the private road easement (hereinafter referred to as "LOT OWNERS", which shall include the DEVELOPER to the extent the DEVELOPER retains any ownership interest in any lot or lots).

WHEREAS, this Agreement is required as a condition of approval by the COUNTY of a subdivision project as defined in Section 21065 of the Public Resources Code and pursuant to San Diego County Code of Regulatory Ordinances Section 81.402(c)(1) and Section 81.703(c)(1); and,

WHEREAS, DEVELOPER is the owner of certain real property being subdivided and developed as _____ that will use and enjoy the benefit of said road easement. A complete legal description of said real property is attached, labeled Exhibit B, and incorporated by reference. Said real property is hereinafter referred to as the PROPERTY; and,

WHEREAS, it is the mutual desire of the parties hereto that said private road easement be maintained in a safe and usable condition by the LOT OWNERS; and,

WHEREAS, it is the mutual desire of the parties hereto to establish a method for the maintenance and repair of said private road easement and for the apportionment of the expense of such maintenance and repair among existing and future LOT OWNERS; and,

WHEREAS, the COUNTY shall be deemed a party hereto with the right but not the obligation to enforce full compliance with the terms and conditions of this Agreement; and

WHEREAS, it is the mutual intention of the parties that this Agreement constitute a covenant running with the land, binding upon each successive LOT OWNER of all or any portion of the property; NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The property is benefitted by this Agreement, and present and successive LOT

OWNERS of all or any portion of the property are expressly bound hereby for the benefit of the land.

2. The cost and expense of maintaining the private road easement shall be divided equally among the subdivided parcels created in the subdivision and paid by the LOT OWNER or the heirs, assigns and successors in interest of each such owner.

3. In the event any of the herein described parcels of land are subdivided further, the LOT OWNERS, heirs, assigns and successors in interest of each such newly created parcel shall be liable under this Agreement for their then pro rata share of expenses and such pro rata shares of expenses shall be computed to reflect such newly created parcels.

4. The repairs and maintenance to be performed under this Agreement shall be limited to the following, unless the consent for additional work is agreed to by a majority vote of the LOT OWNERS owning 100% of the number of parcels, including subdivisions thereof as described in paragraph 3 above: Reasonable and normal road improvement and maintenance work to adequately maintain said private road easement and related drainage facilities to permit all weather access.

Repairs and maintenance under this Agreement shall include, but is not limited to, filling of chuckholes, repairing cracks, repairing and resurfacing of roadbeds, repairing and maintaining drainage structures, removing debris, maintaining signs, markers, striping and lighting, if any, and other work reasonably necessary or proper to repair and preserve the easement for all weather road purposes.

5. If there is a covenant, agreement, or other obligation imposed as a condition of subdivision approval to make private road improvements to the private road easement, the obligation to repair and maintain the private road easement as herein set forth shall commence when the private road improvements have been completed and approved by the COUNTY.

6. Any extraordinary repair required to correct damage to said road easement that results from action taken or contracted for by parties hereto or their successors in interest shall be paid for by the party taking action or party contracting for work which caused the necessity for the extraordinary repair. The repair shall be such as to restore the road easement to the condition existing prior to said damage.

7. It is agreed that DEVELOPER is initially the agent to contract and oversee and do all acts necessary to accomplish the repairs and maintenance required and/or authorized under this Agreement. The parties further agree that the agent may at any time be replaced at the direction of a majority of the LOT OWNERS. Repair and maintenance work on the private road easement shall be commenced when a majority of the LOT OWNERS agree in writing that such work is needed. The agent shall obtain three bids from licensed contractors and shall accept the lowest of said three bids and shall then initiate the work. The agent shall be paid for all costs incurred, including a reasonable compensation for the agent's services, and such costs shall be added to and paid as a part of the repair and maintenance cost;

provided, however, that compensation for the agent's services shall in no event exceed an amount equivalent to 10% of the actual cost of repairs and maintenance performed. In performing his duties, the agent, as he anticipates the need for funds, shall notify the parties and each party shall within forty-five (45) days pay the agent, who shall maintain a trustee account and also maintain accurate accounting records which are to be available for inspection by any party or authorized agent upon reasonable request. All such records shall be retained by the agent for a period of five years.

8. Should any LOT OWNER fail to pay the pro rata share of costs and expenses as provided in this Agreement, then the agent or any LOT OWNER or OWNERS shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such LOT OWNER in accordance with the provisions of **California Civil Code Section 845**, and shall be entitled to recover in such action in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the Court may fix as and for a reasonable attorney's fees.

9. Any liability of the LOT OWNERS for personal injury to the agent hereunder, or to any worker employed to make repairs or provide maintenance under this Agreement, or to third persons, as well as any liability of the LOT OWNERS for damage to the property of agent, or any such worker, or of any third persons, as a result of or arising out of repairs and maintenance under this Agreement, shall be borne, as between the LOT OWNERS in the same percentages as they bear the costs and expenses of such repairs and maintenance. Each LOT OWNER shall be responsible for and maintain his own insurance, if any. By this Agreement, the parties do not intend to provide for the sharing of liability with respect to personal injury or property damage other than that attributable to the repairs and maintenance undertaken under this Agreement. Each of the LOT OWNERS agrees to indemnify the others from any and all liability for injury to him or damage to his property when such injury or damage results from, arises out of, or is attributable to any maintenance or repairs undertaken pursuant to this Agreement.

10. LOT OWNERS shall jointly and severally defend and indemnify and hold harmless COUNTY, COUNTY'S engineer, and their consultants and each of their officials, directors, officers, agents and employees from and against all liability, claims, damages, losses, expenses, personal injury and other costs, including costs of defense and attorney's fees, to the agent hereunder, or to any LOT OWNER, any contractor, any subcontractor, any user of the road easement, or to any other third persons arising out of or in any way related to the use of, repair or maintenance of, or the failure to repair or maintain the private road easement.

Nothing in the Agreement, the specifications or other contract documents or COUNTY'S approval of the plans and specifications or inspection of the work is intended to include a review, inspection, acknowledgment of a responsibility for any such matter, and COUNTY, COUNTY'S engineer, and their consultants, and each of their officials, directors, officers, employees and agents, shall have absolutely no responsibility or liability therefor.

11. If in the COUNTY'S sole judgment said private road easement is not being maintained to standards set forth in paragraph 4 of this Agreement, the COUNTY may thereupon provide written notice to all LOT OWNERS to initiate repairs or construction within ninety (90) days. Upon failure to demonstrate good faith to make repairs or construction within ninety (90) days, the LOT OWNERS agree that the COUNTY may make all needed repairs to said road easement and/or construct said road easement to meet the standards set forth in paragraph 4 and to then assess costs to all LOT OWNERS proportionately. The agent shall be responsible for collecting the assessments and ensuring payment to the COUNTY. If the agent fails to collect the assessments for any reason, the COUNTY may pursue the remedy provided for LOT OWNERS in Paragraph 8 hereof, or any other remedies at law or in equity.

12. If the COUNTY elects to make necessary repairs in accordance with paragraph 11 above, said work shall be without warranty. Said repair shall be accepted "as is" by the LOT OWNERS without any warranty of workmanship and be guaranteed and indemnified by them in accordance with paragraph 9.

13. The foregoing covenants shall run with the land and shall be deemed to be for the benefit of the land of each of the LOT OWNERS and each and every person who shall at anytime own all or any portion of the property referred to herein.

14. It is understood and agreed that the covenants herein contained shall be binding on the heirs, executors, administrators, successors, and assigns of each of the LOT OWNERS.

15. It is the purpose of the signators hereto that this Instrument be recorded to the end and intent that the obligation hereby created shall be and constitute a covenant running with the land and any subsequent Purchaser of all or any portion thereof, by acceptance of delivery of a deed and/or conveyance regardless of form, shall be deemed to have consented to and become bound by these presents, including without limitation, the right of any person entitled to enforce the terms of this Agreement to institute legal action as provided in paragraph 8 hereof, such remedy to be cumulative and in addition to other remedies provided in this Agreement and to all other remedies at law or in equity.

16. The terms of this Agreement may be amended in writing upon majority approval of the LOT OWNERS and consent of the COUNTY.

17. This Agreement shall be governed by the laws of the State of California. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity, and enforceability of the remaining provisions shall not be affected thereby.

18. If the Property constitutes a "Common Interest Development" as defined in California Civil Code Section 1351(c) which will include membership in or ownership of an "Association" as defined in California Civil Code Section 1351(a), anything in this Agreement

to the contrary notwithstanding, the following provisions shall apply at and during such time as (i) the Property is encumbered by a "Declaration" (as defined in California Civil Code Section 1351(h), and (ii) the Common Area of the property (including the private road easement) is managed and controlled by an Association:

(a) The Association, through its Board of Directors, shall repair and maintain the private road easement and shall be deemed the "agent" as referred to in Paragraph 7 above. The Association, which shall not be replaced except by amendment to the Declaration, shall receive no compensation for performing such duties. The costs of such maintenance and repair shall be assessed against each owner and his subdivision interest in the Property pursuant to the Declaration. The assessments shall be deposited in the Association's corporate account.

(b) The provisions in the Declaration which provide for assessment liens in favor of the Association and enforcement thereof shall supersede Paragraph 8 of this Agreement in its entirety. No individual owner shall have the right to alter, maintain or repair any of the Common Area (as defined in California Civil Code Section 1351(b) in the Property except as may be allowed by the Declaration.

(c) This Agreement shall not be interpreted in any manner which reduces or limits the Association's rights and duties pursuant to its Bylaws and the Declaration.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 20 ____.

OWNER

OWNER

COUNTY OF SAN DIEGO

By _____
Director, Department of Public Works

See Appendix Section 4.200 for acknowledgement.

4.400 PUBLIC UTILITY DEDICATION/ACCEPTANCE CERTIFICATES.

The following districts have authorized the dedication/acceptance of easements on maps in lieu of by separate document. If your project is in a district not shown here, you may want to check with them to see if they wish to take advantage of the on-map procedure. Acknowledgement certificates are at the option of the district. If required, see Appendix Section 4.200 for sample.

Borrego Water District.

THE UNDERSIGNED, BEING THE DULY APPOINTED AGENT OF THE BORREGO WATER DISTRICT, A PUBLIC CORPORATION, SAN DIEGO COUNTY, CALIFORNIA, PURSUANT TO ITS RESOLUTION NO. 81-12-1, DOES HEREBY ACCEPT ON BEHALF OF SAID DISTRICT THE GRANT OF ALL INTERESTS IN REAL ESTATE FOR PUBLIC PURPOSES AS SHOWN ON THIS MAP, BY AND BETWEEN THE BORREGO WATER DISTRICT AND _____ AND DOES HEREBY CERTIFY THAT THE GRANTEE CONSENTS TO THE RECORDATION OF SAID MAP.

BORREGO WATER DISTRICT

DATE: _____

GENERAL MANAGER

Escondido, City of

DEDICATION STATEMENT

WE HEREBY GRANT TO THE CITY OF ESCONDIDO A PERMANENT AND PERPETUAL PUBLIC UTILITIES EASEMENT AS SHOWN ON THIS MAP, TOGETHER WITH THE RIGHT TO FOREVER MAINTAIN, OPERATE, CONSTRUCT, RECONSTRUCT, PARALLEL, RENEW AND ENLARGE ANY EXISTING OR FUTURE PUBLIC UTILITIES AND APPURTENANCES WITHIN SAID EASEMENT ALONG WITH THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENT AT ALL TIMES. THE GRANTORS, THEIR SUCCESSORS, HEIRS AND ASSIGNS AGREE NOT TO ERECT ANY BUILDINGS OR OTHER STRUCTURES, NOR TO PLANT TREES UPON ANY PORTION OF SAID EASEMENT, AND FURTHER AGREE THAT ANY SUCH OBSTRUCTIONS TO THE CITY'S USE OF SAID EASEMENT SHALL BE REMOVED AT THE PROPERTY OWNERS EXPENSE. NOTWITHSTANDING THE FOREGOING, CITY AGREES TO SUBORDINATE OR ENTER INTO A JOINT USE AGREEMENT WITH COUNTY IN ACCORDANCE WITH SECTION 28 OF THE STANDARD CONDITIONS FOR TENTATIVE SUBDIVISION MAPS APPROVED BY THE COUNTY BOARD OF SUPERVISORS, JUN 16, 2000, SHOULD SAID EASEMENT CONFLICT IN ANY WAY WITH A PROPOSED OR EXISTING DEDICATION TO COUNTY.

ACCEPTANCE STATEMENT

I, RONALD W. ANDERSON, CITY ENGINEER OF THE CITY OF ESCONDIDO, CALIFORNIA, PURSUANT TO CITY OF ESCONDIDO ORDINANCE NO. 97-14, HEREBY ACCEPT ON BEHALF OF THE PUBLIC THE PUBLIC UTILITIES EASEMENT GRANTED IN THE OWNER'S STATEMENT UNDER THE CONDITIONS EXPRESSED THEREIN.

Helix Water District.

DEDICATION STATEMENT

I/WE HEREBY DEDICATE TO THE HELIX WATER DISTRICT AN EASEMENT FOR THE PURPOSE OF LAYING UNDERGROUND WATER PIPE(S) FROM TIME TO TIME, INSTALLING METERS, VALVES, AND OTHER ABOVE OR UNDERGROUND APPURTENANT STRUCTURES, AND PAVING THE SURFACE, TOGETHER WITH THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND REPLACE SAID PIPELINE(S), APPURTENANT STRUCTURES, AND PAVEMENT, AND THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES, AS SHOWN ON THE MAP WITHIN THIS SUBDIVISION.

ACCEPTANCE CERTIFICATE

THIS IS TO CERTIFY THAT THE EASEMENT(S) AS SHOWN ON THIS MAP AND DEDICATED TO HELIX WATER DISTRICT, IS (ARE) HEREBY ACCEPTED BY THE ORDER OF THE BOARD OF DIRECTORS, BY THE UNDERSIGNED OFFICER ON BEHALF OF THE BOARD OF DIRECTORS PURSUANT TO AUTHORITY CONFERRED BY BOARD RESOLUTION NO. 01-55, ADOPTED AUGUST 15, 2001, AND HELIX WATER DISTRICT CONSENTS TO RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATED THIS _____ DAY OF _____, 20 ____

BY _____

Lakeside Water District.

LAKESIDE WATER DISTRICT, AN IRRIGATION DISTRICT OF THE STATE OF CALIFORNIA, PURSUANT TO A DULY ADOPTED RESOLUTION OF ITS BOARD OF DIRECTORS, HEREBY ACCEPTS THE INTEREST IN REAL PROPERTY SHOWN AND DESIGNATED ON THIS MAP AS BEING OFFERED FOR DEDICATION TO LAKESIDE WATER DISTRICT FOR THE PUBLIC PURPOSES SET FORTH IN THE OFFER TO DEDICATE AND THE GRANTEE CONSENTS TO THE RECORDATION THEREOF.

LAKESIDE WATER DISTRICT

DATE _____

BY _____

TITLE: _____

Olivenhain Municipal Water District.

DEDICATION STATEMENT

WE HEREBY GRANT TO THE OLIVENHAIN MUNICIPAL WATER DISTRICT, A PUBLIC AGENCY, OR ITS SUCCESSORS OR ASSIGNS, AN EASEMENT FOR WATER PIPELINES, OTHER DISTRICT FACILITIES, AND FOR ALL ACCESS PURPOSES OVER, UNDER, AND ACROSS ALL PRIVATE STREETS AS SHOWN ON THIS MAP, SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED IN THE CERTIFICATE GRANTING EASEMENTS WITHIN PRIVATE STREETS TO THE OLIVENHAIN MUNICIPAL WATER DISTRICT ON COUNTY OF SAN DIEGO TRACT NO. 4413, MAP NO. 11372, RECORDED NOVEMBER 21, 1985, WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE.

ACCEPTANCE CERTIFICATE

THE OLIVENHAIN MUNICIPAL WATER DISTRICT HEREBY ACCEPTS THE GRANT OF EASEMENTS DESCRIBED HEREIN, INCLUDING ALL TERMS AND CONDITIONS CONTAINED IN THE CERTIFICATE GRANTING EASEMENTS WITHIN PRIVATE STREETS GRANTED TO THE OLIVENHAIN MUNICIPAL WATER DISTRICT ON COUNTY OF SAN DIEGO TRACT NO. 4413, MAP NO. 11372, RECORDED NOVEMBER 21, 1985. THE OLIVENHAIN MUNICIPAL WATER DISTRICT CONSENTS TO THE RECORDATION OF THIS MAP AND HAS AUTHORIZED ITS GENERAL MANAGER TO SIGN THIS CERTIFICATE PURSUANT TO BOARD RESOLUTION NO. 87-01, ADOPTED JANUARY 15, 1987.

OLIVENHAIN MUNICIPAL WATER DISTRICT

DATE: _____

BY: _____

GENERAL MANAGER

Otay Water District.

The President and/or the General Manager and/or the Secretary and/or the Assistant Secretary of the Otay Water District are authorized to accept upon order of Board of Directors any deed or grant conveying any interest in or easement upon real property to the Otay Water District.

THIS IS TO CERTIFY THAT THE EASEMENT(S) GRANTED ON THIS MAP TO OTAY WATER DISTRICT, A POLITICAL CORPORATION AND/OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED BY ORDER OF THE BOARD OF DIRECTORS, PURSUANT TO THE AUTHORITY CONFERRED BY RESOLUTION NO. 1829, ADOPTED FEBRUARY 23, 1981, AND GRANTEE CONSENTS TO RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATE: _____

OTAY WATER DISTRICT

BY: _____

TITLE: _____

Padre Dam Municipal Water District.

DEDICATION STATEMENT

WE ("GRANTOR") HEREBY DEDICATE TO PADRE DAM MUNICIPAL WATER DISTRICT ("GRANTEE"), A MUNICIPAL WATER DISTRICT OF THE STATE OF CALIFORNIA, A PERMANENT EASEMENT FOR THE PURPOSE OF CONSTRUCTING, OPERATING, REPAIRING, AND REPLACING UNDERGROUND WATER PIPELINES AND LATERALS, WATER METERS, VALVES, MAIN SEWER LINES, SEWER TRUNK LINES, COLLECTION LINES AND LATERALS, SEWER MANHOLES AND OTHER UNDERGROUND AND SURFACE STRUCTURES APPURTENANT TO SAID WATER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES AND FOR ACCESS TO OTHER FACILITIES OR LANDS OF THE GRANTEE WHETHER SAID FACILITIES OR LANDS ARE WITHIN OR WITHOUT THE BOUNDARIES OF THIS SUBDIVISION, ALL AS SHOWN ON THIS MAP. SAID EASEMENT IS HEREBY DEDICATED SUBJECT TO THOSE COVENANTS AND RESTRICTIONS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY FEBRUARY 19, 1998 AS DOCUMENT NO. 1998-0085698 OF OFFICIAL RECORDS.

ACCEPTANCE CERTIFICATE

THIS IS TO CERTIFY THAT THE REAL PROPERTY INTEREST(S) AS SHOWN ON THIS MAP AND DEDICATED TO PADRE DAM MUNICIPAL WATER DISTRICT IS (ARE) HEREBY ACCEPTED BY THE ORDER OF THE BOARD OF DIRECTORS OF PADRE DAM MUNICIPAL WATER DISTRICT, BY THE UNDERSIGNED OFFICER ON BEHALF OF THE BOARD OF DIRECTORS PURSUANT TO AUTHORITY

CONFERRED BY BOARD RESOLUTION NO. 97-31 ADOPTED MAY 27, 1997, AND PADRE DAM MUNICIPAL WATER DISTRICT CONSENTS TO RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

PADRE DAM MUNICIPAL WATER DISTRICT

DATE: _____

BY: _____
(TITLE)

Rainbow Municipal Water District.

DEDICATION STATEMENT

WE HEREBY GRANT TO THE RAINBOW MUNICIPAL WATER DISTRICT, A MUNICIPAL CORPORATION ORGANIZED UNDER THE MUNICIPAL WATER ACT OF 1911 AS AMENDED, OR ITS SUCCESSORS OR ASSIGNS, AN EASEMENT AND RIGHT-OF-WAY TO ERECT, INSTALL, CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, ALTER, OPERATE, MAINTAIN, INSPECT, AND USE PIPELINES, OTHER DISTRICT FACILITIES, AND FOR ALL ACCESS PURPOSES OVER, UNDER, AND ACROSS ALL PRIVATE LANDS AS SHOWN ON THIS MAP. THIS INCLUDES THE RIGHT TO CLEAR AND KEEP CLEAR SAID RIGHT-OF-WAY FROM ALL BUILDINGS, FENCES, WALLS, OTHER STRUCTURES, TREES, SHRUBS, PLANTS OR OTHER VEGETATION.

ACCEPTANCE CERTIFICATE

THIS IS TO CERTIFY THAT THE EASEMENTS AND RIGHT OF WAY AS SHOWN ON THIS MAP DEDICATED TO THE RAINBOW MUNICIPAL WATER DISTRICT ARE HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER OR AGENT ON BEHALF OF THE BOARD OF DIRECTORS OF THE RAINBOW MUNICIPAL WATER DISTRICT PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION OF SAID BOARD OF DIRECTORS NO. 99-18, ADOPTED JULY 21, 1999, AND THE DISTRICT CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

RAINBOW MUNICIPAL WATER DISTRICT

DATE: _____

BY: _____
(TITLE)

Ramona Municipal Water District.

THIS IS TO CERTIFY THAT THE EASEMENT GRANTED ON THIS MAP TO RAMONA MUNICIPAL WATER DISTRICT, A GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER OR AGENT ON BEHALF OF THE BOARD OF DIRECTORS OF RAMONA MUNICIPAL WATER DISTRICT PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION OF SAID BOARD OF DIRECTORS ADOPTED ON DECEMBER 13, 1977, AND THE GRANTEE CONSENTS TO RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATE: _____

RAMONA MUNICIPAL WATER DISTRICT

BY: _____

TITLE: _____

Rancho Santa Fe Community Services District.

DEDICATION STATEMENT

WE HEREBY DEDICATE TO THE RANCHO SANTA FE COMMUNITY SERVICES DISTRICT THE SEWER EASEMENTS AS SHOWN ON SAID MAP.

ACCEPTANCE CERTIFICATE

THIS IS TO CERTIFY THAT THE SEWER EASEMENTS AS SHOWN ON THIS MAP DEDICATED TO THE RANCHO SANTA FE COMMUNITY SERVICES DISTRICT ARE HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER OR AGENT ON BEHALF OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE COMMUNITY SERVICES DISTRICT PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. R9108 OF SAID BOARD OF DIRECTORS ADOPTED APRIL 8, 1991, AND THE DISTRICT CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

RANCHO SANTA FE COMMUNITY SERVICES DISTRICT

DATE: _____

BY: _____
GENERAL MANAGER/SECRETARY
RANCHO SANTA FE COMMUNITY
SERVICES DISTRICT

Riverview Water District.

RIVERVIEW WATER DISTRICT, A CALIFORNIA WATER DISTRICT OF THE STATE OF CALIFORNIA, PURSUANT TO A DULY ADOPTED RESOLUTION OF ITS BOARD OF DIRECTORS, HEREBY ACCEPTS THE INTEREST IN REAL PROPERTY SHOWN AND DESIGNATED ON THIS MAP AS BEING OFFERED FOR DEDICATION TO RIVERVIEW WATER DISTRICT FOR THE PUBLIC PURPOSES SET FORTH IN THE OFFER TO DEDICATE, AND, THE GRANTEE CONSENTS TO RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATE: _____

RIVERVIEW WATER DISTRICT

BY: _____
SECRETARY OF THE DISTRICT

San Dieguito Water District.

DEDICATION STATEMENT

WE HEREBY GRANT TO THE SAN DIEGUITO WATER DISTRICT, AN IRRIGATION DISTRICT OF THE STATE OF CALIFORNIA, OR ITS SUCCESSORS OR ASSIGNS, A PERMANENT EASEMENT FOR WATER PIPELINES, OTHER DISTRICT FACILITIES, AND FOR ALL ACCESS PURPOSES OVER, UNDER, AND ACROSS ALL PRIVATE STREETS AS SHOWN ON THIS MAP, SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED IN THE CERTIFICATE GRANTING EASEMENTS WITHIN PRIVATE STREETS TO THE SAN DIEGUITO WATER DISTRICT ON CITY OF ENCINITAS TENTATIVE MAP NO. 94-199, MAP NO. 13226, RECORDED AUGUST 9, 1995, WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE.

ACCEPTANCE CERTIFICATE

THE SAN DIEGUITO WATER DISTRICT HEREBY ACCEPTS THE GRANT OF EASEMENTS DESCRIBED HEREIN, INCLUDING ALL TERMS AND CONDITIONS CONTAINED IN THE CERTIFICATE GRANTING EASEMENTS WITHIN PRIVATE STREETS GRANTED TO THE SAN DIEGUITO WATER DISTRICT ON CITY OF ENCINITAS TENTATIVE MAP NO. 94-199, MAP NO. 13226, RECORDED AUGUST 9, 1995. THE SAN DIEGUITO WATER DISTRICT CONSENTS TO THE RECORDATION OF THIS MAP AND HAS AUTHORIZED ITS DISTRICT MANAGER TO SIGN THIS CERTIFICATE PURSUANT TO BOARD RESOLUTION NO. R83-29, ADOPTED AUGUST 22, 1983.

DATE: _____

SAN DIEGUITO WATER DISTRICT

BY: _____
DISTRICT MANAGER, CLERK OF THE BOARD OF DIRECTORS

Santa Fe Irrigation District.

SANTA FE IRRIGATION DISTRICT, AN IRRIGATION DISTRICT OF THE STATE OF CALIFORNIA, PURSUANT TO A DULY ADOPTED RESOLUTION OF ITS BOARD OF DIRECTORS, HEREBY ACCEPTS THE INTERESTS IN REAL PROPERTY SHOWN AND DESIGNATED ON THE MAP AS BEING OFFERED FOR DEDICATION TO SANTA FE IRRIGATION DISTRICT FOR THE PUBLIC PURPOSES SET FORTH IN THE OFFER TO DEDICATE, AND THE GRANTEE CONSENTS TO RECORDATION THEREOF.

DATED: _____

SECRETARY, BOARD OF DIRECTORS

South Bay Irrigation District.

THIS IS TO CERTIFY THAT THE EASEMENTS GRANTED ON THIS MAP TO SOUTH BAY IRRIGATION DISTRICT, A PUBLIC AGENCY, ARE HEREBY ACCEPTED BY ORDER OF THE BOARD OF DIRECTORS, PURSUANT TO THE AUTHORITY CONFERRED BY RESOLUTION NO. 430, ADOPTED AUGUST 3, 1982, AND THE GRANTEE CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

SOUTH BAY IRRIGATION DISTRICT

DATE: _____

BY: _____

TITLE: _____

Note: Sweetwater Authority is the lessee of all properties owned by South Bay Irrigation District.

Vallecitos Water District (formerly San Marcos C.W.D.)

THIS IS TO CERTIFY THAT THE EASEMENTS FOR SEWER AND WATER DISTRICT PURPOSES AS SHOWN ON THIS MAP DEDICATED TO THE VALLECITOS WATER DISTRICT ARE HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER ON BEHALF OF THE BOARD OF DIRECTORS OF THE VALLECITOS WATER DISTRICT PURSUANT TO RESOLUTION NO. 1110 ADOPTED ON MAY 17, 2000, AND THE DISTRICT CONSENTS TO THE RECORDATION OF SAID MAP.

VALLECITOS WATER DISTRICT

DATE: _____

BY: _____

DISTRICT MANAGER-SECRETARY

Valley Center Municipal Water District

DEDICATION STATEMENT

WE ("GRANTOR") HEREBY DEDICATE TO VALLEY CENTER MUNICIPAL WATER DISTRICT ("GRANTEE"), A MUNICIPAL WATER DISTRICT OF THE STATE OF CALIFORNIA, A PERMANENT EASEMENT FOR THE PURPOSE OF LOCATING, RELOCATING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, OPERATING, INSPECTING AND REPAIRING PIPELINES AND ALL SURFACE AND SUBSURFACE APPURTENANCES INCIDENTAL THERETO FOR USE IN CONNECTION OF THE TRANSMISSION AND DISTRIBUTION OF WATER, SEWAGE AND RECLAIMED WATER TOGETHER WITH THE RIGHT OF INGRESS THERETO AND EGRESS THEREFROM WHETHER SAID FACILITIES OR LANDS ARE WITHIN OR WITHOUT THE BOUNDARIES OF THIS SUBDIVISION, ALL AS SHOWN ON THIS MAP. SAID EASEMENT IS HEREBY DEDICATED SUBJECT TO THOSE COVENANTS AND RESTRICTIONS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY _____, 20____ AS DOCUMENT NO. _____ OF OFFICIAL RECORDS.

ACCEPTANCE CERTIFICATE

THIS IS TO CERTIFY THAT THE REAL PROPERTY INTEREST(S) AS SHOWN ON THIS MAP AND DEDICATED TO VALLEY CENTER MUNICIPAL WATER DISTRICT IS (ARE) HEREBY ACCEPTED BY THE ORDER OF THE BOARD OF DIRECTORS OF THE VALLEY CENTER MUNICIPAL WATER DISTRICT, BY THE UNDERSIGNED OFFICER ON BEHALF OF THE BOARD OF DIRECTORS PURSUANT TO AUTHORITY CONFERRED BY THE BOARD IN RESOLUTION NUMBER 860 ADOPTED JUNE 28, 1972 AND VALLEY CENTER MUNICIPAL WATER DISTRICT CONSENTS TO RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

VALLEY CENTER MUNICIPAL WATER DISTRICT

BY:
TITLE:

Vista Irrigation District

THIS IS TO CERTIFY THAT PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 86-24 OF THE BOARD OF DIRECTORS OF THE VISTA IRRIGATION DISTRICT ADOPTED JUNE 11, 1986, THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THE EASEMENTS FOR WATER LINES AND APPURTENANCES AS DEDICATED AND SHOWN ON THIS MAP AND WITHIN THE BOUNDARIES SUBJECT TO EACH OF THE CONDITIONS SET FORTH IN SAID RESOLUTION NO. 86-24, A COPY OF WHICH WAS FILED FOR RECORD ON OCTOBER 16, 1986, IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER AS RECORDER'S FILE NO. 86-467690.

VISTA IRRIGATION DISTRICT

DATE: _____

BY: _____
PRESIDENT

BY: _____
SECRETARY

Whispering Palms Community Services District

THIS IS TO CERTIFY THAT THE SEWER EASEMENTS AS SHOWN ON THIS MAP DEDICATED TO THE WHISPERING PALMS COMMUNITY SERVICES DISTRICT ARE HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER OR AGENT ON BEHALF OF THE BOARD OF DIRECTORS OF THE WHISPERING PALMS COMMUNITY SERVICES DISTRICT PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. R-88-23 OF SAID BOARD OF DIRECTORS ADOPTED THIS 2ND DAY OF SEPTEMBER 1988, AND THE DISTRICT CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

WHISPERING PALMS COMMUNITY SERVICES DISTRICT

DATE: _____

BY: _____
GENERALMANAGER/SECRETARY
WHISPERING PALMS COMMUNITY
SERVICES DISTRICT

INSTRUCTION MANUAL

For tying
Final and Parcel Maps
to the
California Coordinate System

(CCS 83)

Prepared by
County of San Diego
Department of Public Works

April 1990
Revised January 2004

INTRODUCTION

On December 6, 1989, the San Diego County Board of Supervisors adopted Ordinance 7695 [see Attachment A]. Ordinance No. 9102 was later adopted and became operative on January 1, 2000 [see Attachment B]. These ordinances amended the Subdivision Ordinance, Title 8, Division 1 of the San Diego County Code of Regulatory Ordinances. Note: Ordinance No. 9102 amended section 81.506(j).

The amended Subdivision Ordinance now requires all Land Development maps to use the California Coordinate System (CCS 83), based on the North American Datum of 1983 (NAD 83) for the Basis of Bearings. It also requires all Land Development maps to show two measured ties from the boundary of the subject property to existing Horizontal Control monuments with CCS 83 Coordinates of 1st order or better accuracy in accordance with Public Resources Code Section 8813 and as published in the County of San Diego’s Horizontal Control Book.

The purpose of this manual is to explain these new requirements and how to comply with them. These procedures were designed to incorporate either traditional or GPS methods for measuring distances.

Overview of Map Processing	4-56
Flowchart	4-57
Explanation of Flowchart	4-58
Basis of Bearings	4-60
Boundary Ties	4-61
Attachment A [Subdivision Ordinance No. 7695]	4-62
Attachment B [Subdivision Ordinance No. 9102]	4-65

OVERVIEW OF PROCESSING A LAND DEVELOPMENT MAP

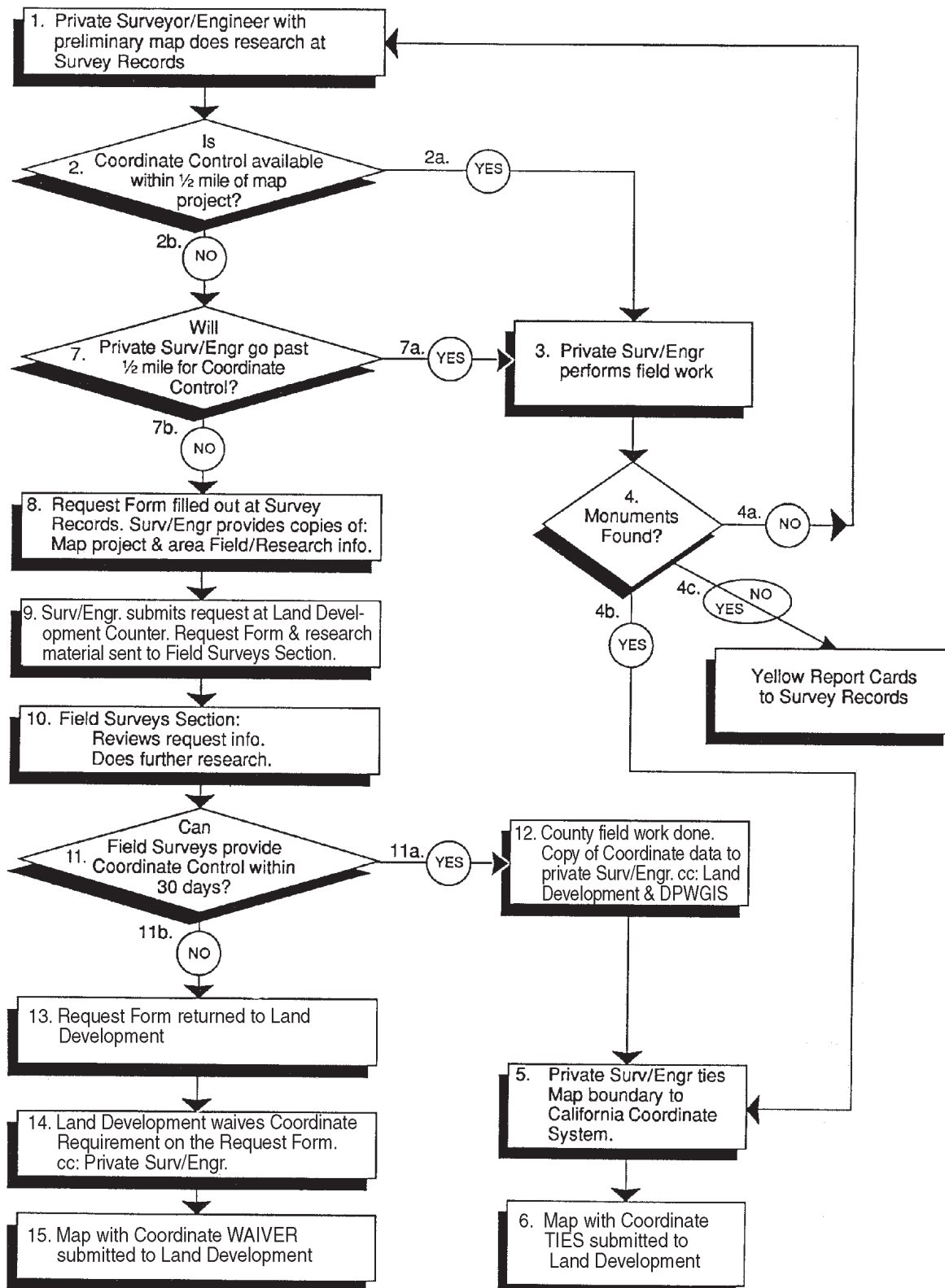
A Tentative Parcel or Subdivision map is submitted to the County of San Diego’s Department of Planning and Land Use at the Zoning counter. There, the map and associated documents are reviewed, fees collected, and a TPM or TM number is assigned to the project. Next, the project is delivered to Project Processing where it is sent to the various appropriate agencies and departments for review (Environmental, Liquid Waste, Health, Development Review, Water, Fire, Gas & Electric, PERB, etc.). Meanwhile, the Regional Planner assigns the project to a Project Planner who collects all the reviews and comments from the various agencies and departments, and writes a Preliminary Resolution or Preliminary Notice of Approval. The client has 7 days to review it and make a written response, then a Final Resolution or Final Notice of Approval is written.

For a Parcel Map, the Basis of Bearing and the new Coordinate Tie Requirements will be stated in the conditions of the Final Notice of Approval under OTHER REQUIREMENTS.

For Subdivision Maps, the new Requirements will be stated in the Resolution of Approval under FINAL MAP RECORDATION.

The Flowchart on the next page may be followed to meet the new map requirements for the Basis of Bearing and Boundary Ties to the California Coordinate System.

Flowchart on Tying Land Development Maps to the California Coordinate System



EXPLANATION OF FLOWCHART

1. The private Land Surveyor/Engineer begins by researching, for existing Horizontal CCS 83 Coordinate Control monuments near their project location, at the Survey Records Section. The monuments chosen must be of 1st order accuracy or better in accordance with Public Resources Code Section 8813 and as published in the County of San Diego's Horizontal Control Book.* The County personnel in this section are there to offer any assistance needed to do the research. So please ask!
 2. Does the research reveal any Horizontal CCS 83 Coordinate Control located within ½ mile of the project location? If Yes - go to #3, If No - go to #7.
 3. The private Land Surveyor/Engineer goes out to the field to look for and recover the listed Horizontal Control monuments along with the property monuments needed to survey their map.
 4. Were the Horizontal Control monuments found? If Yes - go to #5, If No - go to #1. Yes or No - Please fill out a yellow Survey Monument Report Card (available at Survey Records) stating what was found, any new or better descriptions of its location, draw what is stamped on the disc, tag or cap. If monument was NOT found, please state any assumptions: new house built on location, road widened, diligent search made, nothing found. If monument was found disturbed or destroyed, state condition of monument: found pipe w/tag lying on the ground, found broken-off concrete base, etc. This information will help us keep the Horizontal Control listing current and correct.
 5. The private Land Surveyor/Engineer finds the Horizontal Control monuments and does the field work to show measured ties from two boundary monuments of the project to Coordinate Control and orient the map to Grid bearings.
 6. The private Land Surveyor/Engineer submits the map and appropriate documents to the Land Development Section for review and recordation!
-
7. Research shows no existing Horizontal Control monuments within ½ mile of the map project location. The private Land Surveyor/Engineer has two choices:
 - 7a. Start at existing Horizontal Control monuments that are located farther away and traverse in to the map boundary themselves. Go to #3.
 - 7b. Request the County to set new control monuments or traverse through existing Property monuments (ex: Section, Quarter, Rancho corners, C/L mons) within ½ mile of the project location. Go to #8.
 8. At Survey Records, a "Request for CCS 83 Coordinate Control" form is filled out and the research material is reviewed and verification of no listed Horizontal Control monuments being within ½ mile of the map project location is noted on the appropriate line of the form.

9. The private Land Surveyor/Engineer takes the Request form to the Land Development counter. Actual field work to tie new or existing monuments into the State Plane Coordinate System will be paid for by the County of San Diego.
 10. The Field Surveys Section will review the request and all research material provided. They will do additional research (check recent survey notes of stations not yet entered into coordinate listing, etc.). A field trip may be made to verify there are no existing monuments within ½ mile and/or to locate the next nearest control monument(s).
 11. Can the Field Survey Section provide coordinate control within ½ mile of the map project location and within 30 days of the date of the request? Yes - go to #12, No - go to #13.
 12. The Field Survey Section will notify the Requestor of where or what monuments they deem plausible to tie into the coordinate system. Then they will perform the field and office work necessary to provide coordinates on those monuments. A copy of the coordinate data will be sent to the Requestor, Land Development Section, and DPWGIS Section (to update the coordinate control listing). The private Land Surveyor/Engineer will then continue this process at #5.
 13. When the Field Survey Section decides they cannot provide coordinate control within 30 days of the date of the request, then they will sign and mark the appropriate box on the request form and send it back to the Land Development Section.
 14. The Land Development Section will mark the appropriate box on the request form to waive the Coordinate-Tie Requirement, and a copy will be mailed to the Requestor.
 15. The private Land Surveyor/Engineer may now submit the map, with the waiver statement, to the Land Development Section for review and recordation!
-

Note:

- * If an unlisted existing monument with CCS 83 coordinates is found that meets the requirements of Public Resources Code Section 8813, and the private Land Surveyor/Engineer may submit to the County DPWGIS Section all pertinent survey data on the monument. Survey data should include: Physical description of the monument, brief description or drawing of the location of the monument, who set the monument and when (if known), traverse sketch showing control monuments and monument tied, computations showing traverse adjustment & closure in CCS 83 coordinates. DPWGIS will review the data and notify the submitter if the monument is acceptable to use. If acceptable, it will be added into the County's Horizontal Control Book.

BASIS OF BEARINGS:

The Basis of Bearing for all maps within San Diego County must be the California State Plane Coordinate System of 1983 (CCS 83), based on the North American Datum of 1983 (NAD 83).

The Basis of Bearings must be existing 1st order or better Horizontal Control monuments that have been tied into the California State Plane Coordinate System as published in the County of San Diego's Horizontal Control Book. Only 1st order or better monuments that meet the requirements of section 8813 of the Public Resources Code may be used (See note on page 4-59). Epoch is to be the same for both points: 1991.35 is preferred.

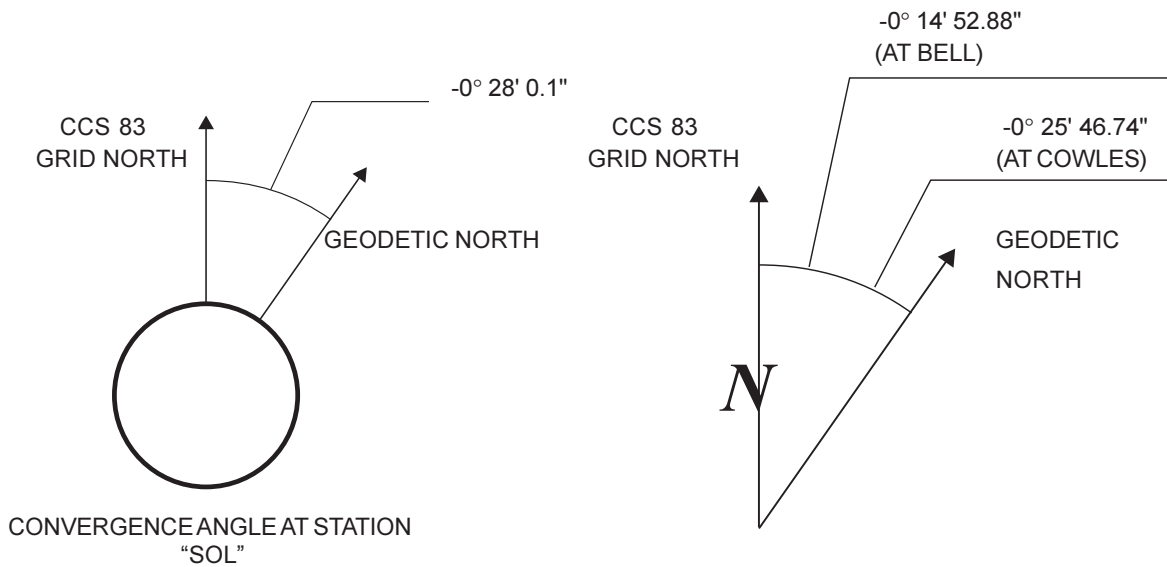
The following statement shall appear on the map:

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CCS 83, ZONE 6, GRID BEARING BETWEEN STATION _____ AND STATION _____, (BOTH HAVING A CALIFORNIA COORDINATE VALUE OF FIRST ORDER OR BETTER) AS SAID STATIONS ARE PUBLISHED IN THE SAN DIEGO COUNTY HORIZONTAL CONTROL BOOK. I.E. (N 00°30'02" W). QUOTED BEARINGS FROM REFERENCE MAPS/DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

Since all bearings shown on the map are to be Grid bearings, the angle of convergence from Geodetic North to Grid North must be shown on the map. This convergence angle (also referred to as the Gamma or mapping angle) is to be determined for at least one control monument on the map.

The Convergence Angle should be shown similar to this:



BOUNDARY TIES:

If the requirement to make measured ties from two monuments on the boundary of the map to control monuments in the California Coordinate System (CCS 83) was WAIVED, then add this note at the bottom of the Legend:

THE BOUNDARY TIES TO THE CALIFORNIA COORDINATE SYSTEM (CCS 83) WERE WAIVED BY THE COUNTY OF SAN DIEGO ON (date) PER SECTION 81.506(j) OF THE SAN DIEGO COUNTY SUBDIVISION ORDINANCE.

Otherwise, every map shall show measured ties (in Grid distance) from two monuments on the boundary of the subject property to existing Horizontal Control monument(s), having CCS 83 Coordinates of 1st order or better accuracy in accordance with the Public Resources Code Section 8813 and as published in the County of San Diego’s Horizontal Control Book.* (see note on page 4-59).

If the control monuments are the same ones being used to establish the Basis of Bearings, then horizontal angles will also be turned and Grid bearings shown.

Since the boundary ties are to be shown by Grid distances, a Combined Scale Factor, used to convert Grid distances to measured ground distances, shall be stated on the same page of the map as the boundary ties are shown.

This note shall appear at the bottom of the Legend:

THE COMBINED SCALE FACTOR AT STATION (Howdy) is (0.999899330).
 GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACT

- ATTACHMENT A -
(Amendments shown in **BOLD** type)

ORDINANCE NO 7695 (NEW SERIES)

AN ORDINANCE AMENDING THE SUBDIVISION ORDINANCE TO REQUIRE USE
OF THE CALIFORNIA COORDINATE SYSTEM AS THE BASIS OF BEARING

The Board of Supervisors of the County of San Diego ordains as follows:

Section 1. Section 81.102.2.1 is hereby added to the San Diego County Code, to read as follows:

Section 81.102.2.1 “BASIS OF BEARINGS” means the source of uniform orientation of all measured bearings shown on the map. Unless otherwise approved, this source will be the California Coordinate System, Zone 6, North American Datum of 1983 (NAD 83).

Section 2. Section 81.102.2 of the San Diego County Code is hereby renumbered to Section 81.102.2.2

Section 3. Section 81.102.4.1 is hereby added to the San Diego County Code, to read as follows:

SECTION 81.102.4.1 “CALIFORNIA COORDINATE SYSTEM” means the coordinate system as defined in Section 8801 through 8819 of the California Public Resources Code. The specified zone for San Diego County is “Zone 6” and the official datum is the “North American Datum of 1983”.

Section 4. Section 81.506 of the San Diego County Code is hereby amended, to read as follows:

SECTION 81.506 ADDITIONAL DATA ON FINAL MAPS. Every final map shall:

(a) Contain a definite description of the land subdivided by references to recorded deeds, recorded maps and official United States surveys. Reference to tracts, recorded deeds and recorded maps shall be spelled out, worded identically with the original records and show the book and page of records or map numbers.

(b) Use the California Coordinate System for its “Basis of Bearings” and express all measured and calculated bearing values in terms of said system. The angle of Grid divergence from a true meridian (Theta or mapping angle), and the North point of said map shall appear on each sheet thereof. Establishment of said Basis of Bearings may be by use of existing Horizontal Control stations or astronomic observations.

(c) Show all easements to which the land is subject or to be subjected.

(d) Clearly indicate existing monuments found and describe them.

(e) Show the acreage of all parcels containing one acre or more.

(f) Clearly indicate, by description or a distinctive boundary line, any area subject to flooding at times of high tide or heavy rainfall, and state that such area is subject to flooding at times of high tide or heavy rainfall. Such areas shall be fixed by the Planning Environmental Review Board, Planning Commission or the Board of Supervisors at the time the tentative map is approved or conditionally approved.

(g) Show a solid line separating all private ways, easements and other rights-of-way not to be accepted as public streets and shown on said map, from public streets, and clearly designate their nature and the manner in which the right is reserved or granted.

(h) Bear the tract number assigned by the Department for the subdivision on every sheet of said map. If the tentative map contains two or more units and the final map is to be filed separately by unit, the tract number shall also contain a numerical unit suffix assigned by the Department of Public Works. Such tract number shall be the only designated name of the subdivision appearing on the map and shall be preceded by the words "County of San Diego Tract".

(i) Notice those lots having solar access and those not having solar access, as determined in Section 81.401.(n) herein.

(Amended by Ord. No. 5062 (N.S.) Eff. 2-23-78)

(Amended by Ord. No. 5406 (N.S.) Eff. 3-22-79, Opr. 3-23-79)

(Amended by Ord. No. 5589 (N.S.) Eff. 9-20-79)

(Amended by Ord. No. 6508 (N.S.) Eff. 3-1-83)

(j) Show two measured ties from the boundary of the subject property to existing Horizontal Control station(s) having California Coordinate values of Third order accuracy or better, as published in the County of San Diego's Horizontal Control Book. These tie lines to the existing control shall be shown in relation to the California Coordinate System (i.e. Grid bearings and Grid distances). All other distances shown on the map are to be shown as ground distances. A combined factor for conversion of Grid-to-Ground distances shall be shown on the map.

If there are no acceptable Horizontal Control stations within ½ mile of the subject property, then the engineer or land surveyor may make a written request to the Department of Public Works for additional control stations within the subject area.

The County may provide a coordinated monument (using the North American datum of 1983) by tying either a section, quarter-section, rancho or other appropriate land net corner or road centerline which is intervisible with an existing monument in

the local control network.

In the event the County is unable to provide an acceptable Horizontal Control station within 1/2 mile of the subject property within 30 days of written request, this requirement may be waived.

None of the above will preclude a person, authorized to practice Land Surveying, from performing the necessary work to meet the requirements of this Section.

Section 5. Section 81.811 is hereby added to the San Diego County Code, to read as follows:

SECTION 81.811 COORDINATE TIES ON PARCEL MAPS. The provisions of Sections 81.506(b) and 81.506(j) shall also apply to all Parcel Maps.

Section 6. Effective date. This ordinance shall take effect and be in force thirty (30) days after the date of its passage, and before the expiration of fifteen (15) days after its passage, a summary shall be published once with the names of the members voting for and against the same in the San Diego Daily Transcript, a newspaper of general circulation published in the County of San Diego.

PASSED, APPROVED AND ADOPTED this 6th day of December, 1989.

SUSAN GOLDING

Chairperson of the Board of Supervisors of the County of San Diego, State of California

The above ordinance was adopted by the following vote:

Supervisor Brian P. Bilbray	is absent and not voting
Supervisor George F. Bailey	voting "aye"
Supervisor Susan Golding	is absent and not voting
Supervisor Leon L. Williams	voting "aye"
Supervisor John MacDonald	voting "aye"

ATTEST my hand and the seal of the Board of Supervisors this 6th day of December, 1989 (4)

KATHRYNA. NELSON
Clerk of the Board of Supervisors

By Maria A. Tiscareno

Deputy

Ord. No. 7695 (NS)

4.600 SAMPLE TITLE AND NON-TITLE INFORMATION SHEETS.

The following pages are provided for your information to aid in laying out a Title sheet, Non-Title Information sheet or Record of Survey sheet.

Please note that both the Final Map and Parcel Map title sheets are set up in a four column format. The location of certain certificates/statements is fixed as shown on the samples.

The top of the map is always the 26" (24" between margins) edge of the sheet.

THE FOLLOWING SECTION IS AN EXCERPT FROM ORDINANCE NO. 9102

SEC. 81.506. [ADDITIONAL DATA ON FINAL MAPS.]

Every final map shall:

(j) FIELD OBSERVED CONNECTIONS:

(1) Prior to January 1, 2000, a survey for any final map that is to be based on state plane coordinates shall show two measured ties from the boundary of the subject property to existing Horizontal Control station(s) having California Coordinate values of third order accuracy or better, as published in the County of San Diego's Horizontal Control book. These tie lines to the existing control shall be shown in relation to the California Coordinate System (i.e. Grid bearings and Grid distances) . All other distances shown on the map are to be shown as Ground distances. A combined factor for conversion of Grid-to-Ground distances shall be shown on the map.

(2) After December 31, 1999, a survey for any final map that is to be based on state plane coordinates shall show two measured ties from the boundary of the subject property to existing Horizontal Control station(s) having California Coordinate values of first order accuracy or better, as published in the County of San Diego's Horizontal Control book. These tie lines to the existing control shall be shown in relation to the California Coordinate System (i.e. Grid bearings and Grid distances) . All other distances shown on the map are to be shown as Ground distances. A combined factor for conversion of Grid-to-Ground distances shall be shown on the map.

For purposes of this section, the date of survey for the field observed connections shall be the date of survey as indicated in the surveyor's/engineer's certificate as shown on the final map.

If there are no acceptable Horizontal Control stations within 1/2 mile of the subject property, then the engineer or land surveyor may make a written request to the County Surveyor to establish additional control stations within the subject area.

The County Surveyor will provide a coordinated monument(s) (using the California Coordinate System CCS 83) by tying either a section, quarter-section, or rancho or other appropriate land net corner or road centerline which is inter-visible with an existing monument meeting the standards of the California Public Resources Code.

In the event the County is unable to provide an acceptable Horizontal Control station within 1/2 mile of the subject property within 30 days of written request, this requirement may be waived by the County Surveyor.

None of the above will preclude a person, authorized to practice Land Surveying, from performing the necessary work to meet therequirements of this Section.

26"

MAP NO. _____

24"

SHEET ___ OF ___ SHEETS

COUNTY OF SAN DIEGO TRACT NO. _____

BEING A SUBDIVISION OF PORTIONS OF SECTIONS ____, AND A PORTION OF SECTION ____
TOWNSHIP ____, SOUTH, RANGE __ (WEST)(EAST), SAN BERNARDINO MERIDIAN, ACCORDING
TO OFFICIAL PLAT THEREOF, TOGETHER WITH A PORTION OF MONSERATE RANCHO AS
RECORDED IN BOOK 1, PAGE 108 OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER
OF SAN DIEGO COUNTY, STATE OF CALIFORNIA.

SURVEYOR / ENGINEER
STATEMENT

OWNER
STATEMENT

FOR COMPLETE METES AND BOUNDS LEGAL DESCRIPTION OF THE BOUNDARY OF THIS
SUBDIVISION, SEE CERTIFIED TITLE COMPANY DESCRIPTION AND REPORT ON FILE IN THE
OFFICE OF THE COUNTY SURVEYOR.

'SUBDIVISION GUARANTEE' BY _____ ORDER NO. _____

COUNTY SURVEYOR
STATEMENT

STATEMENT/CERTIFICATE TITLES ARE OPTIONAL

DEDICATION OR GRANT
STATEMENT(S)

18"

*SIGNATURE NOT REQUIRED
STATEMENTS

*NOTARY CERTIFICATES

OWNER
SIGNATURE

TAX DEPOSIT CERTIFICATE
(WHEN RECORDING BETWEEN
JANUARY 1 AND SEPTEMBER 30)

16"

* MAY BE SHOWN ON A
SECOND SHEET IF NECESSARY

TRUSTEE
STATEMENT

FLOOD CONTROL
CERTIFICATE

*SUBORDINATION
CERTIFICATES

BOND AND ASSESSMENT
CERTIFICATE

ACCEPTANCE
CERTIFICATE

RECORDER
CERTIFICATE

GRADING PLAN L-_____
CALIF. COORD. INDEX _____


COUNTY TM _____
(CCS27)

MAP NO. _____

SHEET _____ OF _____ SHEETS

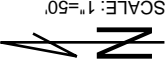
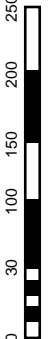
COUNTY OF SAN DIEGO TRACT NON-TITLE INFORMATION

LEGEND:

 Approximate area subject to inundation by the 100 year flood

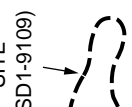
NOTE A:
Information shown on this sheet is advisory only and is not intended to affect record title interest.

NOTE B:
Information shown hereon is compiled from public records or reports and its inclusion in this map does not imply the correctness or sufficiency of these records or reports by the preparer of this map.



SCALE: 1"=50'

ARCHAEOLOGICAL SITE (SD1-9109)



LOT 3

LOT 2

LOT 1

Limit of building line
75'

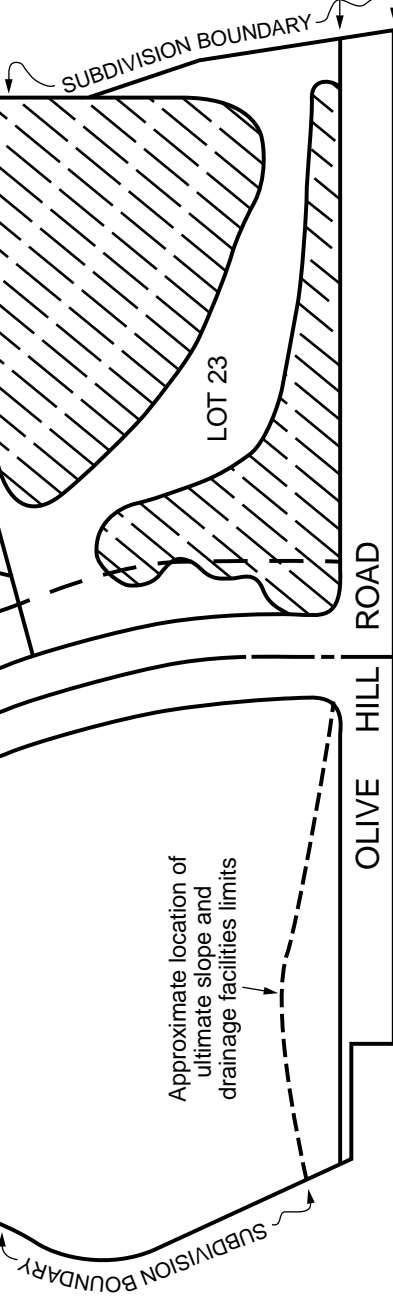
SEE SHEET 5

LOT 23

LOT 22

Approximate location of ultimate slope and drainage facilities limits

OLIVE HILL ROAD



GRADING PLAN L- _____ COUNTY TM _____

CALIF. COORD. INDEX _____ (CCS 27)

26"

PARCEL MAP NO.

24"

SHEET ___ OF ___ SHEETS

PARCEL MAP OF
(BRIEF DESCRIPTION OF PROPERTY FROM CAPTION OF METES AND BOUNDS IS
A GOOD EXAMPLE)

BOUNDARY ADJUSTMENT (IF REQUIRED)

CERTIFICATE OF COMPLIANCE (IF REQUIRED)

PARCEL MAP GUARANTEE FOR THIS SUBDIVISION BY _____

ORDER NO. _____ DATED _____

SURVEYOR / ENGINEER
STATEMENT

COUNTY SURVEYOR
STATEMENT

18"

STATEMENT/CERTIFICATE TITLES ARE OPTIONAL

DEDICATION OR GRANT
STATEMENT(S)

OWNER (SIGNATURE)

TRUSTEE
STATEMENT
(WHEN DEDICATING ON MAP)

SIGNATURE NOT REQUIRED
STATEMENTS

COLUMNS 2 AND 3 WILL HANDLE ANY
OVERFLOW FROM COLUMN 1 FOLLOWED
BY THE NOTARY CERTIFICATES.

IF SPACE IS AVAILABLE IN COLUMNS 2
AND 3, YOU MAY ALSO ENTER THE
HEALTH DEPARTMENT CERTIFICATE
(IF PROPERTY IS ON A SEPTIC SYSTEM)
AND THE IMPROVEMENT STATEMENT
BLOCK (IF DEFERRING IMPROVEMENTS),
OTHERWISE THEY MAY BE ENTERED
ON ANY OF THE MAP SHEETS.

TAX DEPOSIT CERTIFICATE
(WHEN RECORDING BETWEEN
JANUARY 1 AND SEPTEMBER 30)
[WAIVED FOR PARCEL MAPS OF FOUR
OR FEWER PARCELS PER SECTION. 81.710
OF SUBDIVISION ORDINANCE]

ACCEPTANCE
CERTIFICATE

RECORDER
CERTIFICATE

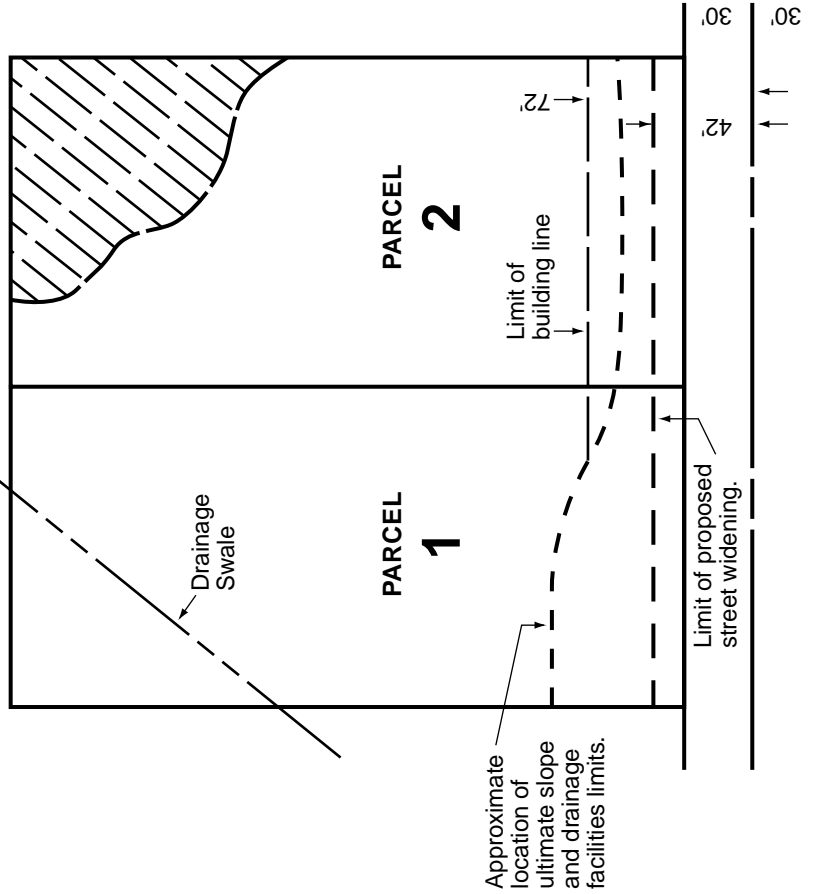
16"

GRADING PLAN L- _____ COUNTY TPM _____
CALIF. COORD. INDEX _____ (CCS 27)

PARCEL MAP NO. _____

NON-TITLE INFORMATION

SHEET _____ OF _____ SHEETS



LEGEND:



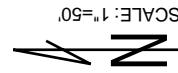
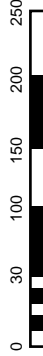
Approximate area subject to inundation by the 100 year flood

NOTE A:

Information shown on this sheet is advisory only and is not intended to affect record title interest.

NOTE B:

Information shown hereon is compiled from public records or reports and its inclusion in this map does not imply the correctness or sufficiency of these records or reports by the preparer of this map.



GRADING PLAN L- _____ COUNTY TPM _____
 CALIF. COORD. INDEX _____ (CCS 27)

(TOP OF SHEET)

26"

RECORD OF SURVEY NO.

(3 1/2")

24"

SHEET ___ OF ___ SHEETS
(IF MORE THAN ONE SHEET)

RECORD OF SURVEY
OF

(LEGAL DESCRIPTION)

LEGEND

BASIS OF BEARING

SURVEYOR / ENGINEER
STATEMENT

COUNTY SURVEYOR
STATEMENT

RECORDER STATEMENT

VICINITY
MAP

(DESIRABLE)

PREFERRED
RANGE OF
NORTH ARROW



18"

16"

FEE _____

FIRM'S NAME AND WORK ORDER NO. IF DESIRED

CALIF. COORD. INDEX _____ (CCS 27)

ASSESSORS PARCEL NO. _____