

Attachment J – Impacts and Mitigation Table

Harmony Grove Village South
Impacts and Mitigation Measures

Subject	Impact	Mitigation	Conclusion
Aesthetics	AE-1: Landform modification associated with blasting/rock breaking that would contrast with the adjoining natural hillsides	M-AE-1: Exposed newly cut rocks and horizontal drainage features shall be stained in earth tones (through spraying or dripping onto fresh rock face) to soften contrast	Less than Significant
	AE-2: Visual effects during construction activities until buildout occurs and all vegetation is installed and reaches visual maturity in	None available	Significant and Unavoidable
Air Quality	AQ-1a: Increase in housing units beyond what was included for the site in the RAQS AQ-1b: Operation of the Project would not conform to the RAQS	M-AQ-1: Provide revised Housing forecast to SANDAG to ensure that any revisions to the population and employment projections used in updating the RAQS and SIP accurately reflect anticipated growth due to the Project.	Significant and Unavoidable
Biological Resources	BI-1a: 10.4 acres of coastal sage scrub	M-BI-1a: Preserve 34.8 acres of on-site open space and prepare RMP	Less than Significant
	BI-1b: California gnatcatcher habitat	M-BI-1b: Mitigation ratio of 2:1 ratio for a total of 20.8 acres of occupied habitat through a combination of on-site preservation, on-site restoration, and off-site preservation	
	BI-1c: Least Bell's vireo habitat	M-BI-1c: Impacts to 0.01 acre of mule fat scrub and 0.71 acre of southern riparian forest shall occur at a 3:1 ratio	
	BI-2a: Summer holly and wart-stemmed ceanothus	M-BI-2a: Mitigation ratio of 3:1 for summer holly and 1:1 for wart-stemmed ceanothus through preservation of open space	
	BI-2b: Non-native grassland that serves as raptor foraging habitat	M-BI-2b: Mitigation ratio of 0.5:1 through a combination of on-site preservation, on-site restoration, and off-site preservation	
	BI-2c: Yellow-breasted chat habitat	M-BI-2c: 3:1 ratio through implementation of mitigation M-BI-1c	

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Biological Resources	BI-3a: Barn owl and white-tailed kite habitat	M-BI-3a: 0.5:1 ratio through implementation of mitigation M-BI-2b	Less than Significant
	BI-3b: Yellow warbler habitat	M-BI-3b: Implementation of mitigation M-BI-1c	
	BI-3c: Red-tailed hawk habitat	M-BI-3a: 0.5:1 ratio through implementation of mitigation M-BI-2b	
	BI-4: Construction noise on sensitive species	M-BI-4: Breeding season surveys, avoidance, minimization measures	
	BI-5a: 0.01 acre of mule fat scrub and 0.71 acre of southern willow riparian forest	M-BI-5a: Implementation of mitigation M-BI-1c	
	BI-5b: 10.4 acres of Diegan coastal sage scrub	M-BI-5b: Implementation of mitigation M-BI-1a and 1b	
	BI-5c: 4.5 acres of coastal sage-chaparral transition	M-BI-5c: 2:1 mitigation ratio through a combination of on-site preservation, on-site restoration, and off-site preservation	
	BI-5d: 15.6 acres of southern mixed chaparral	M-BI-5d: 0.5:1 ratio through preservation	
	BI-5e: 44.2 acres of non-native grassland	M-BI-5e: Implementation of M-BI-2b	
	BI-5f: 0.2 acre of upland coast live oak woodland	M-BI-5f: 3:1 mitigation ratio through the preservation of open space	
	BI-6a: 0.31 acre of wetlands (U.S.)	M-BI-6a: 3:1 mitigation ratio through M-BI-1c	
	BI-6b: 0.78 acre of wetlands (State)	M-BI-6b: 3:1 mitigation ratio through M-BI-1a	
	BI-6c: 0.72 acre of wetlands (County RPO)	M-BI-6c: Mitigated at a 3:1 ratio with at least 1:1 creation	

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Biological Resources	BI-7: Federally protected wetlands	M-BI-7: Mitigated through M-BI-1c, M-BI-5a and M-BI-6a	Less than Significant
	BI-8: County RPO-protected wetlands	M-BI-8: Mitigated through M-BI-1c, M-BI-5a and M-BI-6a	
	BI-9: Migratory bird take	M-BI-9: Pre-construction nest surveys, avoidance, minimization	
Cultural Resources	CR-1: Potential impacts to undiscovered buried archaeological resources	M-CR-1: Archaeological monitoring and data recovery program	Less than Significant
	CR-2: Discovery of unknown burials	Mitigated through M-CR-1	

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GHG Emissions	<p>GHG-1: Project construction emissions would be fully offset by project design features identified for Project construction.</p>	<p>M-GHG-1: Prior to the issuance of the first grading permit for the Project, compliance with M-GHG-1 shall be as follows:</p> <p>a) Solar panel(s), capable of generating a total of 1,720 KW, shall be installed on an existing building(s) that does not currently utilize solar energy, located within the County of San Diego, that is not otherwise required by law or regulation through statute, regulation, existing local program, or requirement to install such solar panels. The building shall have an estimated life of at least 30 years as verified by a third-party building inspector. The solar system installation shall be completed by a licensed, bonded and insured installer; and equipped with a monitoring system to notify the property owner upon which the building is located (property owner), the installer, and the HGV South Homeowners Association (HOA) with monitoring data. The solar panels will be registered with an extended warranty for the maximum period of time feasible, not less than 30 years and the panels will be dated at the time of installation. Consistent with the North American Board of Certified Energy Practitioners (NABCEP) standards, the installation company shall have a minimum of three years' experience. b) The identified building(s) shall be located within the County boundaries. A Covenant shall be recorded against the property, for the benefit of the Project site, stating that the Project-installed solar panel(s) must remain on the building(s) and operational for a period of 30 years. This Covenant runs with the land, not the owner, and will pass with the parcel in the event of a sale. The Covenant shall also require the property owner to allow the HOA or representative (including the County) to conduct annual baseline maintenance inspections, monitor, repair or replace the system as described in e), below, during that 30-year period. The Covenant shall also include the following provisions: i) the property owner shall allow the HOA or County to access the system if maintenance is indicated by the monitoring system or when issues are otherwise noted by the property owner; ii) the property owner shall notify the HOA and County if any repair or maintenance events become known to the property owner</p>	<p>Less than Significant</p>
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	<p>iii) the property owner shall maintain a policy of insurance (or include the addition of such panels to the coverage limits of the building's current insurance policy) to cover against the repair or replacement of the solar system resulting from physical damage (e.g., caused by severe weather conditions, vandalism, fire and other events), and name the HOA and County as additional insureds; iv) the property owner shall maintain and/or replace such panels with an equivalent or higher rated panel as necessary if the repair work is not completed by the HOA; v) if the identified building is vacated or abandoned, or the building is demolished before the 30-year period, the property owner shall be required to install an equivalent unit (and provide insurance for the same) on one or more existing buildings that meet the same criteria identified in a): within the County, that would generate an equivalent amount of solar power for the remaining term of the 30-year period. The property owner shall be required to record a Covenant with the same provisions against the property upon which the new building with the replacement solar unit is located, for the remaining term of the 30-year period and notify the HOA and the County of the same, prior to the vacation, abandonment, or demolition of the existing building; and vi) Any new purchaser of the property shall notify the HOA and County that it has acquired the site and acknowledge its obligations under the Covenant, including allowing access for solar panels maintenance for the duration of the 30-year term. c) The Applicant is required to fund and provide a report to the County that provides the following information: i) the address of the specific building(s) upon which the installation of the solar panels required by M-GHG-1 have been installed; ii) evidence that the building(s) is/are not required by law or regulation through statute, regulation, existing local program, or requirement to install such solar panels (i.e., additional); iii) the amount of GHG emissions that will be reduced by the installation of such panels; iv) a copy of the Covenant recorded against the property that includes the information required by M-GHG-1 b) above; v) a copy of the third-party building inspector verification that the life of the building be at least 30 years;</p>	
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		<p>vi) a copy of the Project “Covenants, Conditions, and Restrictions” (CC&Rs or Declaration) of the HOA that include the provisions identified in paragraph e) below, including the HOA’s budget that shows the reserve set aside for purposes described in paragraph), below: and vii) a copy of the solar installation contract with a licensed and bonded installer, and warranty and insurance policy along with the approved solar permit. The report shall include calculations conducted by a technical GHG expert using County-approved models and/or methodologies. d) The Applicant shall comply with County Code Section 6954, Solar Energy Systems, and obtain any required permits. The installation of such PV system shall be required to qualify for a CEQA exemption, such as PRC 21080.35 at the time of application for installation. e) The CC&Rs for the Project shall be submitted to the County for its review prior to the approval of the first grading permit that includes the following provisions: 1. The HOA shall monitor the solar system using the module-level monitoring application described above for a 30-year period that commences from the Project’s start of operations. The HOA shall keep records of solar power production during this period. 2. If any solar equipment is found to need repair or replacement, the HOA shall be responsible for such work being completed as needed in order to maintain the equivalent amount of solar power generated by such panels. The HOA shall work with the property owner, installation company and/or insurance entity to ensure that the repairs are completed in a timely manner. If the repair work is not covered by the warranty or paid for by the insurance carrier, the HOA shall be responsible for ensuring that the repair work is completed. 3. An annual maintenance and monitoring program shall be conducted by a licensed and bonded solar company (the Covenant requires the property owner to allow this annual inspection). A report shall be prepared by the solar company with the results of the inspection, including whether any repairs are needed, and the amount of solar power generated by such panels. The report will be provided to the HOA, property owner, and County. 4. During maintenance, the HOA or representative shall replace (with an equivalent or higher rated panel) or repair any of the solar panels as needed in order to maintain the equivalent amount of solar power generated by such panels</p>
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		<p>5. Any revisions to the above-described provisions of the CC&Rs shall be approved by the County, require the consent of 100 percent of the holders of first mortgages or property owners within the HOA, and require the HOA to retain the same amount of funds set aside by this mitigation measure for the same purposes for the 30-year period. 6. The County shall be named as a party to said Declaration authorizing the County to enforce the terms and conditions of the Declaration in the same manner as the HOA or any owner within the subdivision. 7. The HOA shall maintain the budgeted reserve described in paragraph f) below for the exclusive uses described below. The County may use such funds should it decide to enforce said obligations. 8. These CC&Rs shall be confirmed by the County prior to recording the first subdivision map.</p> <p>f) Applicant shall submit the initial HOA budget subject to Department of Real Estate (DRE) rules, for review and approval by the County that includes a set aside fund of \$300,000.00, for the purpose of repairing or replacing any solar panels (see Attachment C) should such work not be eligible for reimbursement from the property owner's insurance policy or warranty. The set aside funds may also be used to enforce the provisions of the Covenant and any insurance claim if needed. The amount of the set aside funds shall be adjusted each year by the HOA, based on the annual indexed increases in construction costs and expenses consistent with the California Construction Cost Index or similar construction industry standard index, through a reserve study prepared by a qualified consultant, hired by the HOA as required by the DRE, provided however, in no event shall the reserve fund be increased more than three percent (3 percent) in a given year. This budgeted reserve amount shall be designated and restricted exclusively for the sole purposes set forth herein and may be used by the County should it decide to enforce the obligations of the property owner. If any amount of the set aside is used by the HOA or County for such purposes, the HOA shall replenish the fund in an amount equal to what has been withdrawn</p>	
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Noise	N-1: Exceed the 60 dBA CNEL maximum allowable noise level for two residences that face Country Club Drive	M-N-1: Installation of sound wall along the northern perimeter of the affected lot, with approximately 20-foot long return walls along the western perimeter of the western residence (R9) and the eastern perimeter of the eastern residence (R10)	Less than Significant
	N-2: Second stories of the two residential units identified for Impact N-1 may be exposed to noise in excess of 60 CNEL; given a typical exterior to interior attenuation of 15	M-N-2: Additional exterior-to-interior noise analysis shall be conducted for the residential units identified as R9 and R10 (where exterior noise levels may exceed 60 CNEL within the second stories) to demonstrate that interior levels do not exceed 45 CNEL	
	N-3: WTWRF equipment would have the potential to create noise in excess of allowable limits to on-site NSLUs	M-N-3: WTWRF shall be enclosed by a solid 6-foot high wall	
	N-4: If a breaker operates within 125 feet of the nearest NSLU, the noise level would exceed the County's impulsive noise limit of 82 dBA LMAX	M-N-4: Breaker shall not generate maximum noise levels that exceed 82 dBA LMAX when measured at the property line for 25 percent of a one-hour period, or be used within 125 feet of the property line for any occupied residence	
	N-5: If a rock crusher operates within 250 feet of the nearest NSLU, the noise level would exceed the County's 8-hour noise level limits of 75 dBA LEO	M-N-5: Shall not be used within 250 feet of the property line for any occupied residence until a temporary noise barrier or berm is constructed at the edge of the development footprint	
	N-6: Impacts to off-site residences and other land uses from blasting	M-N-6: Limit blasting to thrice per week; prepare blasting management plan; secure proper permits; chemical cracking agent for boulders if within 200 feet of residence	
Traffic	TR-1a: Direct impact to segment of Country Club Drive from Auto Park Way to Hill Valley Drive in the City of	M-TR-1a: Prior to occupancy of 80 Project units, Country Club Drive shall be widened to provide a paved width of 36 feet	Significant and Unavoidable
	TR-1b: Cumulative impact at the roadway segment of Country Club Drive from Auto Park Way to Hill Valley Drive in the City of Escondido	Implementation of M-TR-1a	

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Traffic	TR-2a: Direct impact to one County signalized intersection, Country Club Drive/Harmony Grove Road	M-TR-2a: Widen the northbound approach of Country Club Drive to Harmony Grove Road to provide one left-turn, one through lane, and one dedicated right-turn lane with an overlap phase	Less than Significant
	TR-2b: Cumulative impact to one County signalized intersection, Country Club Drive/Harmony Grove Road	Implementation of M-TR-2a	
	TR-3: Cumulative impact on Country Club Drive from Hill Valley Drive to Kauana Loa Drive	M-TR-3: Widen Country Club Drive at the Country Club Drive/Eden Valley Lane intersection to provide a dedicated northbound left-turn lane onto Eden Valley Lane	
	TR-4: Cumulative impact on Harmony Grove Road from Country Club Drive to Harmony Grove Village Parkway	M-TR-4: Make a payment toward the County of San Diego TIF program	
	TR-5: Cumulative impact on Harmony Grove Road from Harmony Grove Village Parkway to Kauana Loa Drive	M-TR-5: Make a payment toward the County of San Diego TIF program	
	TR-6: Cumulative impact on Harmony Grove Road from Kauana Loa Drive	M-TR-6: Make a payment toward the County of San Diego TIF program	
	TR-7: Cumulative impact on Harmony Grove Village Parkway from Harmony Grove Road to Citracado	M-TR-7: Provide a northbound to eastbound right-turn overlap phase at the Harmony Grove Road/Harmony Grove Village Parkway signalized intersection	
	TR-8: Cumulative impact at the intersection of Auto Park Way and Country Club Drive in the City of Escondido	M-TR-8: Restripe the eastbound approach of the Auto Park Way/Country Club Drive intersection	Significant and Unavoidable
	TR-9: Cumulative impact at the intersection of Valley Parkway and Citracado Parkway in the City of Escondido	M-TR-9: Pay a fair share toward the approved Citracado Parkway Extension Project	
	TR-10: Cumulative impact on Harmony Grove Road/Kauana Loa Drive	M-TR-10: Make a payment toward the County of San Diego TIF program	Less than Significant