

ORDINANCE NO. 2016-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AN AMENDMENT TO THE DOWNTOWN SPECIFIC PLAN, A MASTER AND PRECISE DEVELOPMENT PLAN, AND DEVELOPMENT AGREEMENT FOR A 126-UNIT RESIDENTIAL CONDOMINIUM PROJECT ON APPROXIMATELY 2.59 ACRES OF LAND LOCATED ON THE SOUTHERN SIDE OF WEST VALLEY PARKWAY AND NORTHERN SIDE OF WEST GRAND AVENUE, BETWEEN SPRUCE STREET AND QUINCE STREET, ADDRESSED AS 700 W. GRAND AVENUE

Planning Case No. SUB 16-0001

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. That proper notices of a public hearing have been given and a public hearing has been held before the City Council on this issue.

SECTION 2. That on September 13, 2016, the Planning Commission recommended approval of a proposed Tentative Subdivision Map, Specific Plan Amendment, Master and Precise Development Plan, and Development Agreement for a 126-unit residential condominium project on the 2.59-acre subject site.

SECTION 3. That the City Council has reviewed and considered the Mitigated Negative Declaration (City File No. ENV 16-0001) and Mitigation Monitoring Report and has determined that all environmental issues associated with the project have been addressed and no significant environmental impacts will result from approving the project.

SECTION 4. That upon consideration of the Findings of Fact, attached as Exhibit "A" to this ordinance and incorporated by this reference, the staff report, Planning Commission recommendation, and all public testimony presented at the hearing held on this project, this City Council finds this Specific Plan Amendment, Master and Precise Development Plan, and Development Agreement are consistent with the General Plan of the City of Escondido.

SECTION 5. That the City Council desires at this time and deems it to be in the best public interest to approve the requested Downtown Specific Plan Amendment, attached as Exhibit "B" to this Ordinance and incorporated by this reference.

SECTION 6. That the City Council also desires at this time and deems it to be in the best public interest to approve the Master and Precise Development Plan, subject to the Conditions of Approval and Mitigation Monitoring Report, attached as Exhibit "C" to this ordinance and incorporated by this reference, and the Development Agreement between the City of Escondido and The Gateway Grand Investor, LLC, a Delaware Limited Liability Company, attached as Exhibit "D" to this ordinance and incorporated by this reference, for a 126-unit residential condominium project on approximately 2.59 acres of land located on the southern side of West Valley Parkway and northern side of West Grand Avenue, between Spruce Street and Quince Street, more particularly described in Exhibit "E," attached to this Ordinance and incorporated by this reference.

SECTION 7. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 8. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 19th day of October, 2016 by the following vote to wit:

AYES : Councilmembers: DIAZ, GALLO, MORASCO

NOES : Councilmembers: NONE

ABSTAIN : Councilmembers: MASSON, ABED

APPROVED:



SAM ABED, Mayor of the
City of Escondido, California

ATTEST:



DIANE HALVERSON, City Clerk of the
City of Escondido, California

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO : ss.
CITY OF ESCONDIDO)

I, DIANE HALVERSON, City Clerk of the City of Escondido, hereby certify that the foregoing ORDINANCE NO. 2016-16 passed at a regular meeting of the City Council of the City of Escondido held on the 19th day of October, 2016, after having been read at the regular meeting of said City Council held on the 12th day of October, 2016.



DIANE HALVERSON, City Clerk of the
City of Escondido, California

ORDINANCE NO. 2016-16

EXHIBIT "A"
FINDINGS OF FACT

Specific Plan Amendment

1. The public health, safety and welfare would not be adversely affected by the proposed amendment to the Downtown Specific Plan because the amendment would refine development standards to allow a development that would assist in ongoing efforts to promote an economically vibrant downtown with high-density residential uses in close proximity to the Escondido Transit Center.
2. The proposed amendment to the Downtown Specific Plan would not be detrimental to surrounding properties, since the proposed change would have no effect on the residential density of the area and would not allow any new commercial uses that are not already permitted in the Specific Plan. Additionally, the amendment would allow a development that would increase the residential population in an area with excellent access to public transit, and would increase the customer base for existing and future businesses in the project vicinity.
3. The proposed amendment to the Downtown Specific Plan would be consistent with the General Plan because it would not increase residential densities allowed by the General Plan, would not detrimentally impact levels of service on area roadways, would not unduly burden public services in the area, and would be consistent with the transit-oriented opportunities envisioned in the area. It would also retain the General Plan vision which states the Downtown Specific Plan shall provide a range of retail, office, financial, cultural and residential opportunities. The specific plan goal to create an efficiently organized, aesthetically pleasing and vibrant downtown is further enabled and enhanced as a result of the proposed amendment.

Master and Precise Development Plan

1. The location and design of the proposed planned development is consistent with the goals and policies of the Escondido General Plan since high-density residential development is permitted and encouraged in Specific Plan Area #9. The proposed infill residential project would be in conformance with General Plan Housing Goals and Policies to expand the stock of all housing; increase homeownership; plan for quality managed and sustainable growth; and encourage a compact, efficient urban form that promotes transit, supports nearby commercial establishments and takes advantage of infrastructure improvements installed to accommodate their intended intensities.
2. The proposed location of the development allows the development to be well integrated with its surroundings near commercially and industrially developed properties because adequate parking, circulation, utilities and access would be provided for the development (as detailed in the staff report). The residential project

also would not be out of character for the area because the Gateway Transit District of the Downtown Specific Plan envisions an upscale urban area with a mix of high-density residential and commercial development, and the proximity to the Escondido Transit Center makes the density appropriate. The overall mass and scale of the buildings is appropriate for the proposed location due to the street-oriented appeal and urban development characteristics, along with the quality of the architectural design and use of a variety of building materials and colors.

3. All vehicular traffic generated by the proposed development would be accommodated safely and without causing undue congestion upon adjoining streets, according to the Mitigated Negative Declaration, issued June 20, 2016 (City File No. ENV 16-0001), the traffic study completed for the project by Michael Baker International (June 8, 2016), and the Engineering Division.
4. The overall design of the proposed residential development would produce an attractive, efficient and stable environment for living, since adequate residential amenities, parking, and landscaping would be provided, and the design of the development is consistent with a high quality, urban infill project that will provide ownership housing opportunities within walking distance of downtown commercial and retail services consistent with the City's vision for the downtown area. The project includes a variety of amenities including a resort style pool area and fitness room, and provides convenient access to public transportation.
5. The proposed development would be well integrated into its surroundings, since the new structures would incorporate compatible and integrated architecture, materials and colors, the project would not be visually obstructive or disharmonious with surrounding areas, or harm major views from adjacent properties, and the development would provide an attractive pedestrian access through the site allowing convenient access for the community to nearby commercial services and the Escondido Transit Center. The proposed grading design would not result in any manufactured slopes or pad that would create any significant adverse visual or compatibility impacts with adjacent lots, nor block any significant views. Extensive grading is not required to support the project, and the project would not result in the destruction of desirable natural features, nor be visually obstructive or disharmonious with surrounding areas because the site is not located on a skyline or intermediate ridge, and the site does not contain any significant topographical features.
6. Utilizing the Planned Development process allows flexibility from the Specific Plan requirements to achieve a high-density residential project in the urban core. The project would provide residential ownership opportunities integrated into a comprehensive and self-contained development, which creates an environment of sustained desirability and stability through the controls offered and regulated through the Planned Development process.
7. The project would provide an environment of sustained desirability and stability since city services and adequate access would be provided, adequate parking would be

provided, the proposed architecture would be integrated into its surroundings, and the project could serve as a catalyst for further revitalization efforts in the area.

Development Agreement

1. The proposed Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the Downtown Specific Plan since there are no changes proposed to the General Plan land use designations or policies that affect development of the site, a Citywide Facilities Plan has been adopted to address infrastructure deficiencies on a citywide basis and the agreement has a provision for a community benefit that could not otherwise be required of the developer.
2. The proposed Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the property is located since the General Plan land use designation for the site is Specific Planning Area (SPA), which allows the number of dwelling units approved for the development in conformance with Subdivision Ordinance Section 32.202.03.
3. The proposed Development Agreement is in conformity with the public convenience and general welfare since the proposed agreement provides for improvements that will increase pedestrian access in and around the Escondido Transit Center.
4. The proposed Development Agreement will not adversely affect the orderly development of property or the preservation of property values since the project will be developed in conformance with the existing General Plan designation on the property.
5. The proposed Development Agreement is consistent with Government Code Section 65864, which states that the lack of certainty in the approval of development projects can result in a waste of resources and escalated housing costs while discouraging comprehensive planning, because the proposed agreement provides certainty to the applicant regarding fees required and construction obligations for associated public improvements for a period of 18 months.

EXHIBIT "B"
PROPOSED SPECIFIC PLAN AMENDMENT

Revision to Text

The second paragraph on Page V-17 of the Downtown Specific Plan shall be amended as shown below:

Opportunities east of the SPINTER Rail Line exist for urban-style, transit-oriented development. Buildings are envisioned at the street edge along Quince Street and West Valley Parkway with residential development on upper floors. Ground-floor residential opportunities may be considered for specified areas ~~behind office and retail establishments that front on the street~~ through the Planned Development application process.

Revision to Figure II-4

Figure II-4 on Page II-12 of the Downtown Specific Plan shall be removed and replaced to incorporate the revision shown below:

Downtown Specific Plan

Land Uses

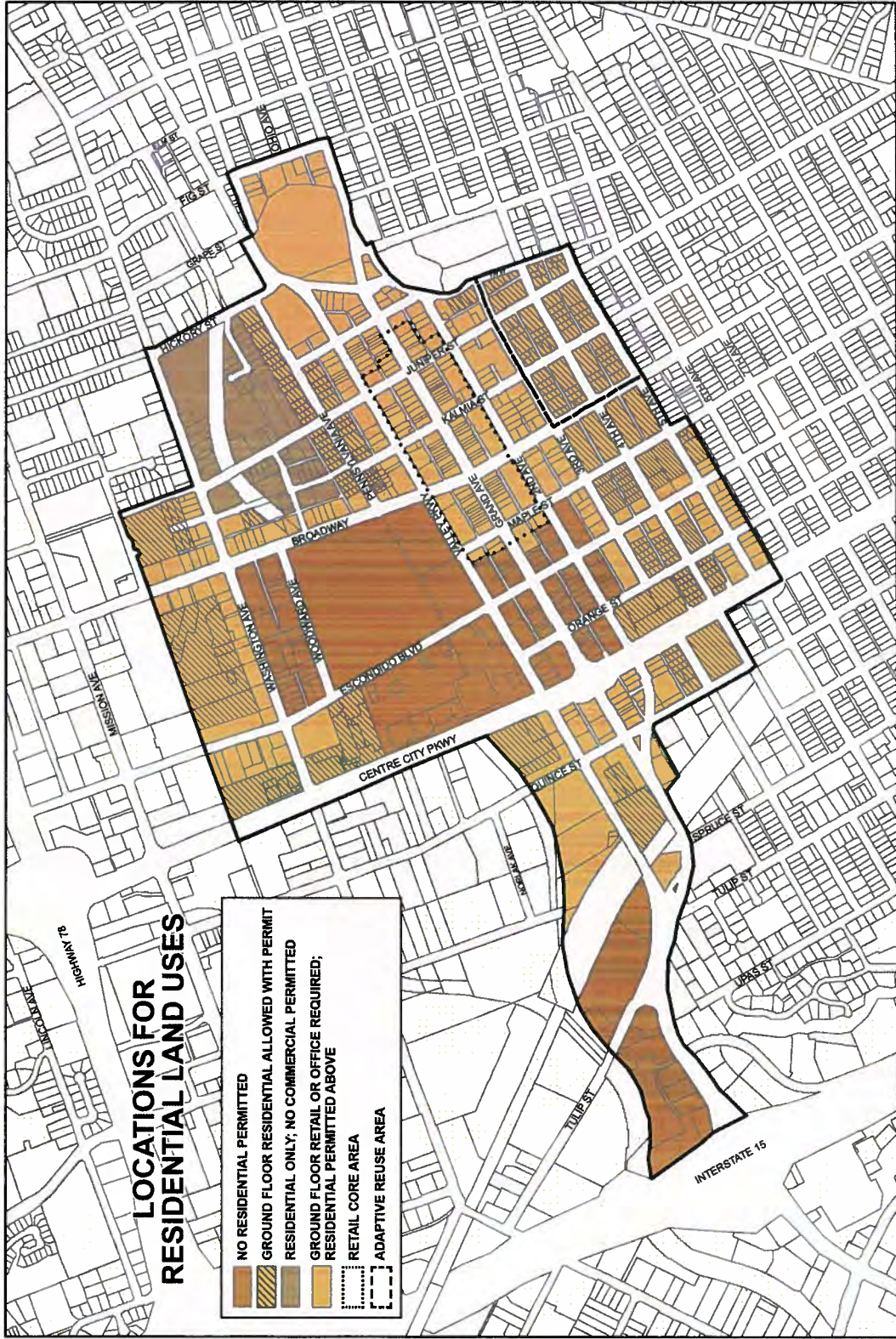


FIGURE II-4

EXHIBIT "C"

CONDITIONS OF APPROVAL

SUB 16-0001; PHG 16-0005; ENV 16-0001

PROJECT MITIGATION MEASURES

1. **MM-BIO-1** – Impacts from construction-related activities may occur to wildlife if construction occurs during the breeding season (i.e., February 15–August 31 for most bird species; and January 1–August 31 for raptors). Protection of general avian wildlife in compliance with the Migratory Bird Treaty Act and California Code will be accomplished by either scheduling construction between July 15 and December 31 or if construction must commence during the nesting season (January 1-August 31), a one-time biological survey for nesting bird species must be conducted in all suitable habitat for the presence of nesting birds by a qualified biologist 72 hours prior to the commencement of work.
2. **MM-CUL-1** – The following mitigation monitoring and reporting program shall be implemented to address potential impacts to unidentified and unknown tribal cultural resources within the proposed Project Area and/or Location.
 - a. The City of Escondido Planning Division (City) recommends the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated with the Project Location ("TCA Tribe") prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between the Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.
 - b. Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe have been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the project archaeologist that confirms the selected Native American monitor is from a TCA Tribe. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.
 - c. The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.
 - d. During the initial grubbing, site grading, excavation or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring.

- e. In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor, shall have the authority to temporarily divert or temporarily halt ground disturbance operation in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed.
- f. If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor and be submitted to the City for review and approval.
- g. The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.
- h. As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.
- i. If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during any testing or cataloging of those resources. Moreover, if the qualified Archaeologist does not collect the cultural resources that are unearthed during the ground disturbing activities, the Native American monitor, may at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the Tribe's cultural and spiritual traditions. Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe. Should the TCA Tribe or other traditionally and culturally affiliated tribe decline the collection, the collection shall be curated at the San Diego Archaeological Center. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor, to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center.

- j. Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.
3. **MM-GEO-1** – Prior to the issuance of the grading permit, the applicant shall verify that the applicable recommendations of the Geotechnical Evaluation have been incorporated into the project design and construction documents to the satisfaction of the City Engineer. Recommendations shall be held to performance standards within the applicable ordinances (including grading, construction, and landscaping regulations) of the City as well as the standards provided in the most recent California Building Code which are intended to reduce risk related to geologic hazards.
4. **MM-HAZ-1** – Prior to demolition permit issuance, an asbestos and lead-based paint abatement work plan shall be prepared in compliance with local, state, and federal regulations for any necessary removal and disposal of such materials to the satisfaction of the City of Escondido Planning Division. A California-licensed lead/asbestos abatement contractor shall be utilized for the removal work and proper removal methodology. All other applicable federal, state, and local regulations regarding the removal, transport and disposal of asbestos-containing material shall be applied.
5. **MM-HAZ-2** – Prior to grading permit issuance, the applicant shall include the following on the project's construction plans to the satisfaction of the City of Escondido Planning Division: During excavation of soils in and around the location of the former underground storage tank, any stained or suspicious soils shall be evaluated for contamination levels. Contamination level testing and proper disposal shall occur per California Department of Toxic Substances Control and County of San Diego Department of Environmental Health requirements.
6. **MM-NOI-1** – Prior to the issuance of the first building permit, the applicant shall ensure that the design of any proposed rooftop deck includes a noise barrier with a minimum height of 5.5 feet along the sides with direct view of West Valley Parkway, to the satisfaction of the City of Escondido Planning Division.
7. **MM-NOI-2** – Upon completion of detailed building plans (i.e., room dimensions, wall and roof assemblies and window/door schedules) and prior to the issuance of the first building permit, the applicant shall ensure that an interior noise mitigation analysis be prepared, to the satisfaction of the City of Escondido Planning Division. The analysis shall identify specific mitigation measures to ensure interior noise levels remain at or below 45 dB per the City of Escondido's interior noise standard. Noise abatement features shall be identified to attenuate noise and shall be incorporated into project design as necessary. Such features may include mechanical ventilation or an air-conditioning system, sound-rated windows and sound-rated doors.

PLANNING DIVISION CONDITIONS

1. All construction shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Department, Building Official, and the Fire Chief, as well as those contained in the Development Agreement approved for the project, and attached to this report as Exhibit "D".
2. The developer shall be required to pay all development fees of the City, including any applicable City-Wide Facilities fees, as specified in the Development Agreement.

3. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
4. All requirements of the Public Partnership Program, Ordinance No. 86-70 shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
5. All habitable buildings shall be noise-insulated to maintain interior noise levels not to exceed 45 dBA or less. An Acoustical Analysis shall be submitted with the building plans for the project. Any measures recommended in the study shall be incorporated into the building plans with appropriate notes/specifications.
6. Tubular steel fences shall be provided along the east (minimum height of five feet) and west (minimum height of four feet) property lines.
7. Appropriate sight distance shall be maintained at driveways and intersections, to the satisfaction of the Engineering Division.
8. Any walls (retaining and screen) shall be constructed with split-face block or shall be stucco-finished to match the buildings on-site.
9. All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting) of the Escondido Zoning Code. A copy of the lighting plan shall be included as part of the building plans, to the satisfaction of the Planning Division.
10. Three (3) copies of a revised tentative map, reflecting all modification and any required changes shall be submitted to the Planning Division for certification prior to submittal of grading and landscape plans and the final map.
11. A Final Map shall be recorded prior to the issuance of building permits for the site unless otherwise approved by the Director of Community Development.
12. Copies of the CC&Rs shall be submitted to the Planning Division for review and approval prior to Final Map recordation. The CC&Rs shall detail the responsibility for the maintenance of any parkway landscaping, landscape easements, bio-retention basins, exterior walls/fencing, slopes/landscaping, utility easements, driveways, roads, parking areas, structures, access easements, and any common drainage facilities. Any storage shall not restrict the parking of vehicles within the garage. A homeowners' association shall be established in accordance with Department of Real Estate requirements.
13. Permitted animals/pets shall be allowed in conformance with the R-4 standards, unless CC&Rs are more restrictive.
14. Vehicular access to the project site shall be provided from one driveway on W. Grand Avenue and two driveways on W. Valley Parkway. Project driveways shall not be gated, however parking garages may be gated for security.
15. Prior to the Final Map approval and issuance of building permits, a parking management plan shall be included with the CC&Rs which details gate management, assigned parking spaces, overflow, access for deliveries, on-site vehicular maintenance and guest parking.
16. As proposed, the buildings, architecture, colors and materials, and the conceptual landscaping of the proposed development shall be in accordance with the Master and Precise Development Plan, staff report, exhibits and the project's Details of Request, to the satisfaction of the Planning Division. Any major modifications to the exterior architectural building elements or lessening of the quality of the

exterior design shall require approval by the Director of Community Development, and/or the Planning Commission as may be recommended by the Director.

17. All trash enclosures must be designed and installed per the Master and Precise Development Plan, in coordination with Engineering Department storm water control requirements, and shall be architecturally compatible with the buildings.
18. All rooftop equipment must be fully screened from all public view utilizing materials and colors which match the building, to the satisfaction of the Director of Community Development. The final building plans shall clearly indicate that any proposed rooftop equipment is properly screened. A cross section and roof plan shall be included (which details the location and height of all rooftop equipment) to demonstrate that the height of the parapet is sufficient to screen the mechanical equipment. Ground mounted equipment should be located to avoid conflict with pedestrian circulation and access, as well as to screen the equipment from view as much as possible.
19. A minimum of 126 covered parking spaces shall be provided to meet the Downtown Specific Plan requirement of one covered parking space per unit. A total of 226 parking spaces are required as shown on the Master and Precise Development Plan. All parking spaces shall be striped in accordance with the Zoning Code. Driveways and fire lanes do not allow for parking, and curb markings and fire lane signs are required, to the satisfaction of the Fire Marshall. Parking for disabled persons (including "Van Accessible" spaces) shall be provided in full compliance with Section 1129B (Accessible Parking Required) of the California Building Code, including signage.
20. All project-generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
21. Any decorative pavement, driveways and sidewalks shall be indicated on the building and landscape plans, including appropriate notes regarding type and color of materials. Decorative paving, colored concrete or other decorative materials shall be incorporated at the project entry driveways, to the satisfaction of the Director of Community Development, along with appropriate landscaping consistent with the Master and Precise Development Plan.
22. Balconies and patios shall be kept in a neat and orderly manner. Items stored on balconies should be kept out of view or properly screened. Items shall not be hung over, across or on balconies or patios (such a towels, clothing, etc.). This condition shall be included in the CC&Rs.
23. All new utilities shall be underground.
24. Appropriate backup areas shall be provided at the terminus of drive isles, including within parking garages. These areas shall be identified on the grading and site plans per the Master and Precise Development Plan.
25. The life of this Tentative Subdivision Map (SUB16-0001), and Master and Precise Development Plan shall run concurrently with the term of Development Agreement and shall expire upon termination of the Development Agreement.
26. An inspection by the Planning Division will be required prior to occupancy of the project. Items subject to inspection include, but are not limited to, parking layout and striping, identification of handicap parking stalls and required signage, perimeter fences, landscaping, trash enclosures, and architecture, as well as any other conditions of approval. Everything shall be installed prior to calling for an inspection, although preliminary inspections may be requested. Contact the project planner at (760) 839-4671 to arrange a final inspection.
27. The City of Escondido hereby notifies the applicant that State Law (SB 1535) effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, the applicant should remit to the City of Escondido Planning Division,

within two (2) working days of the effective date of this approval (the "effective date" being the hearing date of the Planning Commission or City Council, if applicable), a check payable to the "County Clerk," in the amount of \$2,260.25 for a project with a Mitigated Negative Declaration, which includes an additional authorized County administrative handling fee of \$50.00 (\$2,210.25 + \$50). Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. If the fee increase after the date of this approval, the applicant shall be responsible for the increase.

28. The property owner or HOA assumes all responsibility for maintaining landscaping within the W. Grand Avenue and W. Valley Parkway rights-of-way.
29. All signs are to be approved by a separate sign permit. Proposed signs are limited to monument signage at the two main entryways, along with necessary directional signage. All signs must be consistent with the sign standards in the Downtown Specific Plan.
30. A minimum of 80 cubic feet of private storage shall be provided in each residential unit. Said storage shall be in addition to typical cabinets and closets, and shall have no interior dimension less than two feet.
31. The Final Map for the project shall identify an eight-foot-wide pedestrian access easement along the western property line, adjacent to the North County Transit District right-of-way. The easement shall be paved with concrete to a width of six feet. Maintenance of this area shall be the responsibility of the property owner.
32. Commercial uses for the 1,000 square foot flex space shall be limited to those allowed in the Gateway Transit District of the Downtown Specific Plan.
33. The City Engineer shall review building plans for the project to ensure that no awnings and/or railings project into the right-of-way.
34. Maintenance of all hardscape and landscape areas between the property line and the public sidewalks along both street frontages shall be the responsibility of the property owner.

PLANNING COMMISSION CONDITIONS

1. The street vacation shall be increased so that no stairs are within the public right-of-way.
2. The flex space shall not be converted into a dwelling unit.
3. Parking shall be prohibited along the project frontage on Grand Avenue.

LANDSCAPING CONDITIONS

1. Prior to occupancy, all perimeter, slope and parking lot landscaping shall be installed. All vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan. All irrigation shall be maintained in fully operational condition.
2. Five copies of a detailed landscape and irrigation plan(s) shall be submitted prior to issuance of grading or building permits, and shall be equivalent or superior to the concept plan approved by the Master and Precise Development Plans to the satisfaction of the Planning Division. A plan check fee based on the current fee schedule will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape

Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California. The plans shall be prepared by, or under the supervision of, a licensed landscape architect.

3. In accordance with the Tree Preservation Ordinance, the 42 mature trees removed from the site to facilitate the project shall be replaced at a 1:1 ratio with 42 box-size replacement trees. The required replacement trees shall be incorporated into the landscape planting plan to the satisfaction of the Planning Division.
4. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
5. Street trees shall be provided along each of the site's street frontages, in conformance with the Landscape Ordinance and the City of Escondido Street Tree List. Trees within five feet of the pavement shall be provided with root barriers.
6. Details of project fencing and walls, including materials and colors, shall be provided on the landscape plans. Building permits may be required.
7. Landscaping along the pedestrian sidewalk on the west side of the project site shall be maintained at a height no greater than 42 inches above the sidewalk elevation, and shall not include solid hedges. This condition applies to landscaping both within the pedestrian sidewalk easement and for the first five feet to the east of the easement. However, vines or other landscaping may be grown in such a manner as to creep up the fence separating the subject property from the NCTD right-of-way as long as they do not encroach into the sidewalk area. The intent of this condition is to maintain visibility of the walkway from the project site. As such, the sidewalk shall also be lit to the specifications contained in Article 35 (Outdoor Lighting).

FIRE DEPARTMENT CONDITIONS

1. Access for use of heavy firefighting equipment as required by the Fire Marshal shall be provided to the job site at the start of any construction and maintained until all construction is complete. Also, there shall be no stockpiling of combustible materials, and there shall be no foundation inspections given until on-site fire hydrants with adequate fire flow are in service to the satisfaction of the Fire Marshal.
2. Inside turning radius of 28 feet is required and shall be shown on the grading plans.
3. The number of fire hydrants and fire flow shall be dependent on type of construction and square footage. Fire flow and number of hydrants shall be in accordance with CFC Appendices B and C. A note to this effect shall be provided on the plans.
4. Fire apparatus access roadways shall be rated to 75,000 lbs. Correct the notes on the plans.
5. A note shall be provided on the plans stating that grading plans will not be accepted in lieu of fire line underground plans.
6. A note shall be provided on the plans stating that Fire Department responsibility shall be from the DCDA to the building, and fire line shall be in accordance with NFPA 24.
7. FDC and PIV placement shall be approved by the fire department on the fire line underground plans. FDC and PIV placement on the grading plans shall be for reference only.
8. Rescue windows in bedrooms shall not be obstructed by landscaping.

ENGINEERING CONDITIONS

GENERAL

1. Improvement plans prepared by a Civil Engineer are required for all public streets, public alley, storm drain, water and sewer improvements and a Grading/Private Improvement plan prepared by Civil Engineer is required for all grading, private drainage and private onsite improvements design. Landscaping Plans shall be prepared by a landscape Architect.
2. The developer shall post securities in accordance with the City prepared bond and fee letter based on a final estimate of grading and improvements cost prepared by the project engineer. The project owner is required to provide Grading Bond (90% engineer's cost estimate) and Cash Clean Up deposit (10% of the engineer's cost estimate) for all grading, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. The project owner is required to provide Performance Bond (100% of total public improvement cost estimate), Labor and Material Bond (50% of total public improvement cost estimate) and Guarantee and Warrantee Bond (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval Improvement Plans and issuance of Building Permit. All improvements shall be completed prior to issuance of Occupancy Permit.
3. As surety for the construction of required off-site and on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to approval of final plans and recordation of final map. Construction permits will be issued after approval of the Final Plans and recordation of Final Map, with exception of Advance Grading Permit.
4. Advance Grading Permit (Prior to recordation of Final Map) may be issued in the event that final Grading Plans and Storm Water Quality Management Plan (SWQMP) have been approved by the Planning and Engineering Divisions and appropriate fees are paid, securities are deposited and agreements executed to the requirements of the City Engineer and City Attorney.
5. If site conditions change adjacent to the proposed development prior to completion of the project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
6. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
7. The engineer shall submit to the Planning Department a copy of the tentative map as presented to the Planning Commission and the City Council. The tentative map will be certified by the Planning Department that it is an accurate reproduction of the approved tentative map and must be included in the first submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. All public and private improvements shall be designed in accordance with City of Escondido Design Standards and Standard Drawings and the requirements of the City Engineer, Utilities Engineer, Fire Marshal and planning Director.
2. The project owner will be responsible for design and construction of a signalized pedestrian crossing system on Valley Parkway with signing and striping and signal interconnect to Quince Street traffic signal system. Required improvements shall include ADA compliant pedestrian ramps on both sides of the cross walk, connecting pedestrian traffic between the north county transit center and the project, across Valley Parkway at a location, and in a manner approved by the City Engineer.

3. The project owner shall be responsible for design and construction of a six (6) foot wide foot wide concrete walkway within an eight (8) foot wide public access easement along the west side of the project between Valley Parkway and Grand Avenue in a manner approved by the City Engineer. The owner shall also ensure future maintenance of the pedestrian walkway by the owner or future owners in a manner approved by the City Engineer and specified in the project CC&R. The project's onsite lighting plan shall include lights for the walkway.
4. The project owner is responsible to provide Alley-Type driveway approaches for project access points on Grand Avenue and Valley Parkway.
5. The project owner shall be responsible for removal and reconstruction of all damaged curb and gutter and sidewalk along project frontage on Grand Avenue and Valley parkway to the satisfaction of the City Engineer prior to project completion.
6. The project owner shall be responsible for removal of all existing driveway approaches for the project site and replacement with full height curb and sidewalk in accordance with City standards and to the satisfaction of the City Engineer.
7. The developer's engineer shall prepare a complete signing and striping plan for the project onsite and frontage improvements. All signing and striping shall be designed and constructed to the requirements of the City Engineer.
8. The project owner shall install a new street light on Valley Parkway at the easterly project entrance and upgrade the existing street light at westerly entrance with LED lamp fixture.
9. The project owner shall be responsible to install two new street lights on Grand Avenue at westerly boundary of project frontage and project entrance.
10. Pedestrian access routes shall be provided into the project to the satisfaction of the City Engineer.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report and on the grading plan, that he/she has reviewed the grading and retaining wall design and found it to be in conformance with his or her recommendations.
2. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in the Geotechnical Report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings.
3. Cut slope setbacks must be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.
4. The project owner shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
5. A General Construction Activity Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one (1) or more acres.

DRAINAGE

1. A final Storm Water Quality Management Plan in accordance with the 2016 Design manual shall be submitted for review and approval by the City Engineer.
2. All storm water treatment and retention facilities, including planters and drains, shall be considered private. The future property owner or Home Owners Association shall be responsible for all post construction storm water treatment and hydro-modification facilities.
3. The owner of the property shall be required to sign, notarize, and record a Storm Water Control Facility Maintenance Agreement. A signed copy of the agreement shall be provided to the City prior to approval final plans.

WATER SUPPLY

1. The project owner shall be responsible for the design and construction of an 8" public onsite water main. The water main shall be looped to connect to the existing water main in Valley Parkway with two points of connection. The required water system shall be designed and constructed in accordance with the City Design Standards and Standard Drawings and to the requirements of the Utilities Engineer.
2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.

SEWER

1. The project owner shall be responsible for design and construction of an 8-inch public onsite sewer system in accordance with the City Design Standards and Standard Drawings and to the requirements of the Utilities Engineer.
2. All units shall be provided with gravity sewer laterals maintained by the future property owners.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. The project owner shall prepare a Final Condominium Map for review and approval by the City Engineer and Planning Director
2. Necessary public utilities easements (for sewer, water and storm drain) shall be granted to the City. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly.
3. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map. All necessary public utilities and access easements shall be granted on the Final Map.
4. The project owner is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the final map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map.
5. The project owner shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.

6. The project owner is responsible to process a street vacation for the excess right-of-way along project frontage on Grand Avenue to the requirements of the City Real Property Manager and/or per the development agreement.

CASH SECURITIES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the project owner until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security deposit for the project shall be at 10% of the cost of private improvements, including grading and landscaping with maximum amount of \$50,000.

UTILITY UNDERGROUNDING AND RELOCATION

1. All new dry utilities to serve the project shall be constructed underground.
2. The project owner shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

CC&R's

1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department and approved prior to approval of the Final Map.
2. The project owner shall make provisions in the CC&R's for maintenance by the home owners' association of all lightings, signing and striping, parkway landscaping and irrigation, storm water treatment basins and facilities, sewer laterals, common open spaces, public utilities easement areas, public walkway and internal streets. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. CC&R shall make provisions for maintenance of frontage landscaping, irrigation, fencing, retaining walls along project frontages.
4. The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Storm Water Quality Management Plan for the project.
5. The CC&R's must state that the homeowners' association assumes liability for damage and repair to City utilities in the event that damage is caused by the Home Owners' Association when repair or replacement of private utilities is done.
6. The CC&R's must state that (if stamped concrete or pavers are used in the private street) the home owners' association is responsible for replacing the pavers and/or stamped concrete in kind if the City has to trench the street or within public utilities easements for repair or replacement of an existing utilities.

**Gateway Grand – TOD
Mitigated Negative Declaration**

MITIGATION MONITORING AND REPORTING PROGRAM

The California Public Resources Code, Section 21081.6, requires that a lead or responsible agency adopt a mitigation monitoring and reporting plan when approving or carrying out a project when a Mitigated Negative Declaration identifies measures to reduce potential environmental impacts. As lead agency for the project, the City of Escondido is responsible for adoption and implementation of the mitigation monitoring and reporting program.

Mitigation Measure	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification
	Planning	Pre-Construction	During Construction	Post-Construction		Monitor	Report		
MM-BIO-1 Impacts from construction-related activities may occur to wildlife if construction occurs during the breeding season (i.e., February 15–August 31 for most bird species; and January 1–August 31 for raptors). Protection of general avian wildlife in compliance with the Migratory Bird Treaty Act and California Code will be accomplished by either scheduling construction between July 15 and December 31 or if construction must commence during the nesting season (January 1–August 31), a one-time biological survey for nesting bird species must be conducted in all suitable habitat for the presence of nesting birds by a qualified biologist 72 hours prior to the commencement of work. If any active nests are detected, the area will be flagged and mapped on construction plans along with a minimum 25-foot buffer up to a 300-foot maximum for raptors, or as recommended by the qualified biologist. Generally, a 25-foot buffer is suitable for most non-sensitive bird species. Larger buffers are required for raptors because they are particularly sensitive to disturbance during the breeding season. These typical buffer distances are generally accepted by the resource agencies (e.g., USFWS, CDFW). These buffer areas established by the qualified biologist will be avoided until the nesting cycle is complete or it is determined that the nest has failed.		X	X		City of Escondido				

Biological Resources

Gateway Grand – TOD Mitigated Negative Declaration

Mitigation Measure	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification
	Planning	Pre-Construction	During Construction	Post-Construction		Monitor	Report		
<p>MM-CUL-1 The following mitigation monitoring and reporting program shall be implemented to address potential impacts to unidentified and unknown tribal cultural resources within the proposed Project Area and/or Location.</p> <p>1. The City of Escondido Planning Division (City) recommends the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated with the Project Location ("TCA Tribe") prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between the Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.</p> <p>2. Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe have been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the project archaeologist that confirms the selected Native American monitor is from a TCA Tribe. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.</p>	X	X	X	X	City of Escondido				

Gateway Grand – TOD Mitigated Negative Declaration

Mitigation Measure	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification
	Planning	Pre-Construction	During Construction	Post-Construction		Monitor	Report		
<p>3. The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.</p> <p>4. During the initial grubbing, site grading, excavation or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring.</p> <p>5. In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor, shall have the authority to temporarily divert or temporarily halt ground disturbance operation in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed.</p> <p>6. If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor and be submitted to the City for review and approval.</p>									

Gateway Grand – TOD Mitigated Negative Declaration

Mitigation Measure	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification
	Planning	Pre-Construction	During Construction	Post-Construction		Monitor	Report		
<p>7. The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.</p> <p>8. As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation</p>									

**Gateway Grand – TOD
Mitigated Negative Declaration**

Mitigation Measure	Time Frame of Mitigation			Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification
	Pre-Construction	During Construction	Post-Construction		Monitor	Report		
<p>Mitigation Measure</p> <p>and treatment could occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.</p> <p>9. If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during any testing or cataloging of those resources. Moreover, if the qualified Archaeologist does not collect the cultural resources that are unearthed during the ground disturbing activities, the Native American monitor, may at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the Tribe's cultural and spiritual traditions. Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe. Should the TCA Tribe or other traditionally and culturally affiliated tribe decline the collection, the collection shall be curated at the San Diego Archaeological Center. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor, to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center.</p> <p>10. Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be</p>								

Gateway Grand – TOD Mitigated Negative Declaration

Mitigation Measure	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification
	Planning	Pre-Construction	During Construction	Post-Construction		Monitor	Report		
Geology and Soils									
MM-GEO-1		X	X		City of Escondido				
Prior to the issuance of the grading permit, the applicant shall verify that the applicable recommendations of the Geotechnical Evaluation have been incorporated into the project design and construction documents to the satisfaction of the City Engineer. Recommendations shall be held to performance standards within the applicable ordinances (including grading, construction, and landscaping regulations) of the City as well as the standards provided in the most recent California Building Code which are intended to reduce risk related to geologic hazards.									
Hazards and Hazardous Materials									
MM-HAZ-1		X	X		City of Escondido				
Prior to demolition permit issuance, an asbestos and lead-based paint abatement work plan shall be prepared in compliance with local, state, and federal regulations for any necessary removal and disposal of such materials to the satisfaction of the City of Escondido Planning Division. A California-licensed lead/asbestos abatement contractor shall be utilized for the removal work and proper removal methodology. All other applicable federal, state, and local regulations regarding the removal, transport and disposal of asbestos-containing material shall be applied.									

Gateway Grand – TOD Mitigated Negative Declaration

Mitigation Measure	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification
	Planning	Pre-Construction	During Construction	Post-Construction		Monitor	Report		
MM-HAZ-2 Prior to grading permit issuance, the applicant shall include the following on the project's construction plans to the satisfaction of the City of Escondido Planning Division: During excavation of soils in and around the location of the former underground storage tank, any stained or suspicious soils shall be evaluated for contamination levels. Contamination level testing and proper disposal shall occur per California Department of Toxic Substances Control and County of San Diego Department of Environmental Health requirements.		X	X		City of Escondido				
Noise									
MM-NOI-1 Prior to the issuance of the first building permit, the applicant shall ensure that the design of the proposed rooftop deck includes a noise barrier with a minimum height of 5.5 feet along the sides with direct view of West Valley Parkway, to the satisfaction of the City of Escondido Planning Division.		X			City of Escondido				
MM-NOI-2 Upon completion of detailed building plans (i.e., room dimensions, wall and roof assemblies and window/door schedules) and prior to the issuance of the first building permit, the applicant shall ensure that an interior noise mitigation analysis be prepared, to the satisfaction of the City of Escondido Planning Division. The analysis shall identify specific mitigation measures to ensure interior noise levels remain at or below 45 dB per the City of Escondido's interior noise standard. Noise abatement features shall be identified to attenuate noise and shall be incorporated into project design as necessary. Such features may include mechanical ventilation or an air-conditioning system, sound-rated windows and sound-rated doors.		X			City of Escondido				

RECORDING REQUESTED BY:

CITY CLERK, CITY OF ESCONDIDO

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF ESCONDIDO
201 N. BROADWAY
ESCONDIDO, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

APN: 232-100-16-00

Recording Fees Exempt Per Government Code Section 27383

**DEVELOPMENT AGREEMENT
for 700 West Grand Avenue**

between

CITY OF ESCONDIDO

and

THE GATEWAY GRAND INVESTOR, LLC

_____, 2016

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the CITY OF ESCONDIDO, a municipal corporation ("City"), and THE GATEWAY GRAND INVESTOR, LLC, a Delaware limited liability company, ("Owner").

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

ARTICLE I

Definitions

1. **"Amendment"** refers to any written amendment to this Agreement in accordance with the terms of this Agreement, Article 58 of the Escondido Zoning Code, state and federal law.
2. **"Annual Review"** refers to the Owner's demonstration of compliance with the terms of this Agreement every 12 months.
3. **"Assignee"** refers to an assignee of this Agreement in accordance with Article II, Section 2 and approved by the City in writing.
4. **"Cure Period"** refers to the period of time in which a default may be cured, which will be at least 30 days.
5. **"Development Fees"** refers to the development related fees as provided in the City's Fee Guide and referred to as development fees.
6. **Effective Date.** The effective date of the Agreement shall refer to and be the day that is 30 days after the City Council's adoption of an ordinance approving this Agreement. The Effective Date is _____, 2016.
7. **"Entitlements"** refers to all approvals and permits necessary or incidental to the development of the Project or any portion thereof, whether discretionary or ministerial, including but not limited to, tentative or final tract map approvals, whether standard or vesting, conditional use permits, variances, project plans, grading permits, building permits, and this Agreement.

8. **"Fee Guide"** refers to the Escondido Fee Guide for Developments attached as Exhibit 4.
9. **"Exaction"** refers to any fee, tax, requirement, condition, dedication, restriction, or limitation imposed by the City upon the development of the Property at any time in accordance with the Existing Laws.
10. **"Existing Laws"** refers to the ordinances, resolutions, codes, rules, regulations, general plan, stormwater regulations and official policies of the City governing the development of the Property, including, but not limited to, the permitted uses of the Property, the density or intensity of use, the design, improvement and construction standards and specifications for the Project, including the maximum height and size of proposed buildings, and the provisions for reservation and dedication of land for public purposes, in effect on the Effective Date of this Agreement.
11. **"Future Exaction"** refers to Exactions imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise.
12. **"Future Laws"** refers to all ordinances, resolutions, codes, rules, regulations, and official policies implemented by the City after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise. Future Laws includes changes to the Existing Laws.
13. **"General Fees"** refers to all general development fees which the City may levy pursuant to Government Code Sections 66000 et seq. ("the Mitigation Fee Act"), including, but not limited to, application fees, processing fees, utility connection fees, inspection fees, capital facilities fees, development impact fees, traffic impact fees, park fees and such other similar fees as may be enacted from time to time and generally applied throughout the City, excluding Development Fees.
14. **"General Plan"** refers to the City's General Plan in effect on the Effective Date.

15. **"Operating Memorandum"** refers to an addenda to this Agreement to document changes or adjustments in the performance of this Agreement as specified in Article III, Section 10.
16. **"Party"** City or Owner may be referred to individually as Party or collectively as Parties.
17. **"Project"** shall mean and refer to all improvements described in the Entitlements and this Agreement.
18. **"Property"** shall mean the certain real property located in the County of San Diego, State of California as described in the Exhibit 1.
19. **"Public Benefits"** shall refer to the consideration given by Owner to the City, as described in Exhibit 2 attached hereto, in return for the City's good faith performance of all applicable terms and conditions in this Agreement.
20. **"Review Letter"** refers to a letter from the City regarding a statement of Owner's compliance with this Agreement, following a positive Annual Review by the City.
21. **"Term"** shall refer to the term of this Agreement as provided in Article II, Section 1.

ARTICLE II

General Provisions

1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue for 5 years unless terminated, modified, or extended as permitted by this Agreement. After the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer subject to the Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.
2. **Assignment.** The rights and obligations of Owner under the Agreement may be assigned by Owner as part of an assignment of the Property, after receiving written approval from the City.

Owner shall provide 30 days advance written notice to the City of any requested assignment, which may not be unreasonably conditioned, delayed or withheld, that the City has determined that the assignment will not affect the timely completion or fulfillment of any requirements in the Entitlements or this Agreement relating to the Public Benefits. The City shall have the right to ensure that the proposed assignee has the financial capability to complete and fulfill any uncompleted requirements relating to the Public Benefits. Notwithstanding the foregoing, Owner may assign this Agreement in conjunction with a transfer of the Property without any additional consent to (i) any entity in which Craig Manchester, directly or indirectly, has an ownership interest or manages the day to day operations of the assignee entity, or (ii) an affiliate of Lyon Living, upon delivery to City of written notice of assignment and an executed assignment agreement.

Any assignment agreement must be in writing and expressly provide that (1) the assignment shall be subject to this Agreement; and (2) the Assignee assumes all of Owner's rights and obligations with respect to the Property, or portion thereof, assigned.

During the Term, any Assignee shall have all rights, benefits, and obligations of Owner under this Agreement with respect to the portion of the Property assigned. Following an assignment, Owner shall be released from its obligations with respect to the Property which has been assigned unless otherwise agreed to in writing.

3. **Amendment of Agreement.** The Agreement may be amended by the mutual consent of the Parties. The Agreement shall include any amendment properly approved and executed. Minor modifications in the manner of performance, including, but not limited to changes which relate to the form or timing of payment of Public Benefits or the design of the Project shall not constitute an Amendment to the Agreement and may be accomplished through an Operating Memorandum.

4. **Enforcement.** Unless amended or terminated as provided herein, this Agreement is enforceable by either Party or its successors and assigns, notwithstanding any Future Laws, which alter or amend the Existing Laws.

5. **Hold Harmless.**

a. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for the City in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of the Agreement.

b. Owner shall further indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2015-0001) of the California Regional Water Quality Control Board Region 9, San Diego, as amended or extended, which the City might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project.

6. **Third Party Challenges.** In the event the validity, applicability, or implementation of the Agreement is challenged by means of legal proceedings by any party other than the City and Owner, it shall be the City's option, at its sole and absolute discretion, whether to undertake the defense of such challenge. If the City determines not to defend such challenge, it shall be the option of Owner, at its sole and absolute discretion, to defend the validity, applicability, or implementation of this Agreement in the proceeding at Owner's expense. The City and Owner agree to cooperate in the defense of any such challenges.

7. **Notices.** All notices or communication between the City and Owner pursuant to the Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, certified or registered mail, facsimile or telecopy to the addresses set forth below. The addresses may be changed by giving 10 days written notice.

A. City

City of Escondido
Attention: Director of Community Development
201 N. Broadway
Escondido, CA 92025

with a copy to:

City Attorney
201 N. Broadway
Escondido, CA 92025

B. Owner

The Gateway Grand Investor, LLC
Attention: Lance Waite
2235 Encinitas Blvd, suite 216
Encinitas, CA 92024

with a copy to:

The Gateway Grand Investor, LLC
Attention: Caren Read, Esq.
888 San Clemente, Suite 100
Newport Beach, CA 92660

And a copy to:

Rutan & Tucker, LLP
Attention: Hans Van Ligten, Esq.
611 Anton Blvd, 14th Floor
Costa Mesa, CA 92626

8. **Conflict of State or Federal Laws.** If state or federal laws or regulations enacted after the Effective Date prevent compliance with any provision of this Agreement or require changes in

any Entitlements, those laws or regulations shall be controlling and the Parties shall make a good faith, reasonable attempt to modify this Agreement to comply both with the intent of the Agreement and with the new laws or regulations but only to the extent necessary to comply with new state or federal laws or regulations.

The City shall timely assist Owner in securing any permits, including permits from other public agencies, which may be required as a result of the modifications, suspensions, or alternate courses of action.

ARTICLE III

Development of the Property

1. **Applicable Rules, Regulations, and Policies.** Owner shall have the vested right, to the fullest extent allowed by law, to develop the Property in accordance with the Entitlements, Existing Laws and this Agreement. During the Term, the Entitlements, Existing Laws and this Agreement shall control the overall design, development and construction of the Project. Notwithstanding the foregoing, nothing in this Agreement shall preclude the City from applying changes occurring from time to time in the uniform codes published in Title 24 of the California Code of Regulations and adopted by the City, including local amendments, in effect when the building permits are issued.
2. **Future Laws.** Future Laws shall not apply to the Project except as expressly provided in this Agreement. Owner may give the City written notice of its election to have any Future Law applied to the Property, in which case such Future Law will be considered an Existing Law for purposes of this Agreement.
3. **Future Discretionary Reviews.** Except as set forth in this Agreement, the City shall retain its discretionary rights in reviewing applications for Entitlements. Owner's applications for

Entitlements and the City's review thereof, must comply with the Existing Laws and with the terms and conditions of this Agreement. The City shall not impose any conditions upon Entitlements that are more restrictive than or inconsistent with the terms of this Agreement or the Existing Laws, except as required by state or federal law. The City may conduct, in accordance with CEQA and the Existing Laws, an environmental review for Entitlements. The City may impose, if required by CEQA, additional mitigation measures to mitigate significant adverse environmental effects that were not previously considered, or were found to be infeasible to mitigate at the time of approval of this Agreement. Nothing herein is intended to require or authorize additional CEQA environmental review or mitigation measures beyond that otherwise required by CEQA.

4. **Permitted Uses and Density.** The Agreement shall vest the right to develop the Property to the fullest extent allowed by law with respect to the permitted uses of land, density and intensity of uses, and the rate or timing and phasing of development as described in the Entitlements. The permitted uses, density, and intensity of use of the Project, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes, shall substantially conform to those specified in the Entitlement conditions of approval, Existing Laws and this Agreement. All other aspects of the Project that are not specified in the Entitlement conditions of approval shall be determined by the Existing Laws, except as expressly provided herein.

5. **Application of Future Laws.** Subject to Article III of the Agreement, Future Laws may be applied to the Project if they are not in conflict with the Existing Laws.

6. **Development Fee Limitation.** Except as otherwise provided in this Agreement, and specifically excluding fees set by entities not controlled by the City that are collected by the City, the City shall only charge and impose Development Fees in the amounts and of the type which are

in effect at the time of the Effective Date, as described in the Fee Guide. Said limitation on Development Fees shall be for a period of 18 months following the Effective Date.

8. **Time for Construction and Completion of the Project.** Owner cannot predict when or the rate or the order in which the Property or the parcels will be developed, if at all. Such decisions depend upon numerous factors that are not within the control of the Owner, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Therefore, Owner shall have the right to develop the Property in phases, in such order, at such rate, and at such times as Owner deems appropriate in Owner's business judgment, subject only to the provisions of this Agreement. Owner shall be entitled to apply for and receive approval of permits, building permits, and other Entitlements for use at any time and for any or all portions or phases of the Project, provided that application is made in a manner consistent with this Agreement.

The City may require, and will process, all customary plans and agreements generally applicable to developers in the City for similar works of onsite or offsite improvements.

9. **Moratorium.** No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of the City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within the City, or portions of the City, shall apply to the Property to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect the City's compliance with moratoria or

other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

10. **Operating Memoranda.** The Parties acknowledge that the provisions of this Agreement require cooperation between the City and Owner, and that the refinements and further development of the Project hereunder may demonstrate that changes are appropriate with respect to the details of performance of the Parties hereunder. The Parties desire, therefore, to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. If and when, from time to time during the Term, the Parties find that such changes or adjustments are necessary or appropriate, they may effectuate such changes or adjustments through Operating Memoranda approved by the Parties, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary with further approval by the City and Owner. No such Operating Memorandum shall require prior notice or hearing, or constitute an amendment to this Agreement; and in the case of the City, such Operating Memorandum may be acted upon by the City Manager or his designee. Failure of the Parties to enter into any such Operating Memorandum shall not affect or abrogate any of the rights, duties or obligations of the Parties hereunder or the provisions of this Agreement. An Operating Memorandum may be recorded as an addendum to this Agreement.

11. **Term of Map(s) and Other Project Approvals.** Pursuant to California Government Code Section 66452.6(a), the term of the subdivision map that is processed on all or any portion of the Property and the term of each of the Entitlements shall be extended for a period of time through the Term of the Agreement.

12. **Infrastructure Capacity.** Subject to Owner's proportionate contribution to infrastructure and the Public Benefits provided by Owner, in accordance with the requirements of the

Entitlements, the City hereby acknowledges that it will have sufficient capacity in its infrastructure services and utility systems, including, without limitation, traffic circulation, flood control, sewer collection, sewer treatment, sanitation service and, except for reasons beyond the City's control, water supply, treatment, distribution and service, to accommodate the Project. To the extent that the City renders such services or provides such utilities, the City hereby agrees that it will serve the Project and that there shall be no restriction on connections or service for the Project except for reasons beyond the City's control. Notwithstanding the foregoing, the City acknowledges that sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project exists as of the Effective Date.

13. **Termination or Modification.** Any termination or modification of this Agreement shall be done in accordance with Article 58, Chapter 33 of the Escondido Zoning Code as well as any applicable state or federal law. Owner shall execute and deposit this Agreement in escrow no later than 5 days prior to closing which shall be recorded concurrently with the closing..

14. **Easements.** Easements dedicated for pedestrian use shall be permitted to include public and private easements for underground improvements, including but not limited to, drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities, so long as they do not unreasonably interfere with pedestrian use.

15. **Public Improvements.** Owner agrees to design and construct the improvements as required and described in Exhibit 2 as conditions of approval to this Agreement.

ARTICLE IV

Provision of Public Benefits

1. **Description of Public Benefits.** Owner shall provide the City with the Public Benefits, as further described in Exhibit 2, as consideration for the City's good faith performance of all applicable terms and conditions in this Agreement.
2. **Occupancy Contingent on Construction of Public Improvements.** Owner acknowledges that the City shall not grant a certificate of occupancy for the final building constructed on the Property if all Public Improvements are not constructed at the times described in Exhibit 2. This contingency for occupancy shall survive the termination of this Agreement.
3. **Recordation of Final Map Contingent on Security for Public Benefits.** Prior to recordation of the Final Map, Owner must enter into an improvement agreement or agreements which will detail Owner's construction obligations for Public Improvements and the Public Benefits, and will require Owner to provide financial security for completion of construction and shall be in substantially the form attached at Exhibit 3.
4. **Other Governmental Bodies.** To the extent that the City, the City Council, the Planning Commission or any other City board, agency or commission that constitutes and sits as any other board, agency or commission, it shall not take any action that conflicts with the City's obligations under this Agreement.
5. **Processing During Third Party Litigation.** The filing of any third party lawsuit(s) against the City or Owner relating to this Agreement, any Entitlements, or to other development issues affecting the Property shall not delay or stop the development, processing or construction of the Project or approval of Entitlements, unless the third party obtains a court order preventing the activity.

ARTICLE V

Annual Review

1. **Owner Responsibilities.** At least every 12 months during the Term, Owner shall demonstrate good faith substantial compliance with the major provisions of the Agreement and provide, to the best extent possible, the status and timing of development of the Project and related public improvements to the City for an Annual Review. If requested by the City, Owner shall provide any additional detail or information necessary to demonstrate good faith compliance with any particular provision of this Agreement identified by the City.
2. **Opportunity to be Heard.** Owner shall be permitted an opportunity to be heard orally and in writing at any noticed public hearing regarding its performance under this Agreement. Owner shall be heard before each appropriate board agency or commission and the City Council at any required public hearing concerning a review of performance under this Agreement.
3. **Information to be Provided to Owner.** The City shall mail to Owner a copy of staff reports and related exhibits concerning Agreement performance, a minimum of 10 calendar days prior to consideration and review by the City Council.
4. **Annual Review Letter.** If Owner is found to be in substantial compliance with this Agreement after the Annual Review, the City shall issue, upon written request by Owner, a Review Letter to Owner stating that, based upon information known or made known to the City Council, the City Planning Commission, and/or the City Manager, this Agreement remains in effect and Owner is in compliance. Owner may record the Review Letter in the Official Records of the County of San Diego.

5. **Failure of Annual Review.** The City's failure to perform an Annual Review of Owner's substantial compliance with the terms and conditions of the Agreement shall not constitute or be asserted as a default by Owner.

ARTICLE VI

Delay, Default, Remedies, and Termination

1. **Notice and Cure of Default.** In the event of a material default, the Party alleging a default shall give the defaulting Party a notice of default in writing. The notice of default shall specify the nature of the alleged material default and the Cure Period. During the Cure Period, the Party charged shall not be considered in breach. If the default is cured within the Cure Period, then no breach shall be deemed to exist. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which such alleged failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such Cure Period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such Cure Period.

2. **Waiver.** Failure or delay in giving notice of default shall not constitute a waiver of any other material default. Except as otherwise expressly provided in this Agreement, a failure or delay in asserting any rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies otherwise available to a Party or deprive a Party of the right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any rights or remedies it may have.

3. **Default by Owner.** The City may modify or terminate this Agreement if the City Council finds that the Owner has not complied with the material terms and conditions of this Agreement.

The foregoing does not limit any of the City's other remedies upon a material breach of this Agreement by the Owner.

4. **Default by the City.** Upon a material default by the City, Owner, without limiting any of its other remedies, shall not be obligated to complete any of its obligations under this Agreement. Upon a City default, any resulting delays in Owner's performance shall neither be construed as a material default by Owner nor constitute grounds for termination or cancellation of this Agreement by the City.

ARTICLE VII

Encumbrances and Releases on Property

1. **Discretion to Encumber.** This Agreement shall not prevent or limit Owner, in any manner, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage. The City acknowledges that lenders providing financing may require modifications to this Agreement and the City agrees, upon request, from time to time, to meet with Owner and/or representatives of lenders to negotiate in good faith any lender request for modification provided any modification does not will not affect the timely completion or fulfillment of any requirements in the Entitlements or this Agreement relating to the Public Benefits.

ARTICLE VIII

Miscellaneous Provisions

1. **Rules of Construction.** The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.
2. **Severability.** If any non-material provision of this Agreement shall be adjudged by a court of competent jurisdiction to be invalid, void, or illegal, it shall in no way affect, impair, or

invalidate any other provision of this Agreement. If any material part of the Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or illegal, the Parties shall take all steps necessary to modify the Agreement to implement the original intent of the Parties in a valid and binding manner. These steps may include the waiver by either of the Parties of their right under the unenforceable provision. If, however, this Agreement objectively cannot be modified to implement the original intent of the Parties and the Party substantially benefited by the material provision does not waive its rights under the unenforceable provision, the executory portions of the Agreement shall become void.

3. **Entire Agreement.** Except as expressly referred to herein, this Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all other negotiations and previous agreements between the Parties with respect to that subject matter.

4. **Waivers.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate agents of the City or of Owner.

5. **Amendments.** All amendments to this Agreement must be in writing signed by the appropriate agents of the City and Owner, in a form suitable for recording in the Official Records of San Diego County, California.

6. **Recording.** The City Clerk shall cause a copy of this Agreement to be recorded with the Office of the County Recorder of San Diego County, California within 10 days following the Effective Date. Upon the completion of performance of this Agreement or its revocation or termination, a statement evidencing completion, revocation, or termination signed by the appropriate agents of Owner and the City shall be recorded in the Official Records of San Diego County, California.

7. **Project as a Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and that Owner shall have the full power and exclusive control of the Property subject to the provisions of this Agreement.
8. **Captions.** The captions of the Agreement are for convenience and reference only and shall not define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of the Agreement.
9. **Consent.** Where the consent or approval of a Party is required or necessary under this Agreement, the consent or approval shall not be withheld unreasonably.
10. **The City's Ongoing Statutory Authority.** Except as expressly stated, nothing in this Agreement shall limit the City's authority and responsibility under the California Constitution and applicable California statutes to act in the best interests of the public health, safety, and welfare, and nothing in this Agreement is intended to limit in any way the legislative discretion otherwise afforded the Escondido City Council under state or federal law, as amended.
11. **Covenant of Cooperation.** The Parties shall cooperate with and assist each other in the performance of the provisions of the Agreement including assistance in obtaining permits for the development of the Property which may be required from public agencies other than the City. The covenant of cooperation shall include, to the maximum extent permitted by law, that the City shall use its best efforts to prevent any ordinance, measure, moratorium or other limitation from invalidating, prevailing over or making impossible any provision of the Agreement, and the City shall cooperate with Owner to keep this Agreement in full force and effect. Owner reserves the right to challenge any such ordinance, measure, moratorium, or other limitation in a court of law if it becomes necessary to protect the development rights vested in the Property pursuant to this Agreement.

12. **Further Actions and Instruments.** Each of the Parties shall cooperate with and provide reasonable assistance to the other in the performance of all obligations under this Agreement and the satisfaction of the conditions. Upon the request of either Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of the Agreement or to evidence or consummate the transactions contemplated herein.

13. **Successors and Assigns.** Subject to Article II Section 2 above, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement inure to, all successors-in-interest and assigns of the Parties.

14. **Time of the Essence.** Time is of the essence of this Agreement and of each and every term and condition hereof.

15. **Applicable Laws.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. All statutory references are to California statutes.

16. **No Waiver of Existing Rights or Applicable Laws.** This Agreement shall not constitute a waiver of any of Owner's existing rights or applicable laws, nor shall it limit or expand Owner's right to challenge any General Fee as being contrary to applicable law or to challenge any existing or Future Exaction as being in excess of Exactions permitted by applicable law.

17. **Authorization.** Each person executing this Agreement hereby warrants and represents that he/she has the authority to enter into this Agreement and to bind his/her respective entity to the provisions hereof. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.

18. **No Third Party Beneficiaries.** This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement:

CITY OF ESCONDIDO

CITY OF ESCONDIDO

By: _____
Sam Abed
Its: Mayor

By: _____
Diane Halverson
Its: Clerk

THE GATEWAY GRAND INVESTOR, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: The Gateway Grand Project Owner, LLC, a Delaware limited liability company, its Managing Member

By: KPMW Integral, LLC, a California limited liability company, its Managing Member

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

CITY OF ESCONDIDO

By: _____
Jeffrey R. Epp
City Attorney

THE GATEWAY GRAND INVESTOR, LLC

By: _____
Hans Van Ligten, Esq.
Attorney for Owner

LEGAL DESCRIPTION

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

PARCEL 1:

THAT PORTION OF LOT 5 OF BLOCK 145 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF NO. 349, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 5, THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 5, SOUTH 59°41'47" WEST A DISTANCE OF 400 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 5, SOUTH 59°41'47" WEST 132.51 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG SAID EASTERLY R/W LINE, NORTH 50°47'49" WEST 308.89 FEET; THENCE NORTHEASTERLY, LEAVING SAID R/W LINE, NORTH 39°12'11" EAST 21.96 FEET; THENCE NORTH 59°39'51" EAST 227.86 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 5 AND BEARING NORTH 28°47' 59" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 5, SOUTH 28°47' 59" EAST 297.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING A PORTION OF THE RIGHT OF WAY AND STATION GROUNDS OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWEST LINE OF GRAND AVENUE WITH THE NORTHEASTERLY LINE OF SAID RAILWAY COMPANY'S 300 FOOT WIDE RIGHT OF WAY AS SAID RIGHT OF WAY IS DESCRIBED IN DEED FROM THE ESCONDIDO LAND AND TOWN COMPANY TO CALIFORNIA CENTRAL RAILWAY COMPANY, DATED AUGUST 13, 1888, RECORDED IN BOOK 146, PAGE 196 OF DEEDS, RECORDS OF SAID COUNTY; THENCE SOUTH 44°30' WEST 62. 69 FEET ALONG SAID NORTHWEST LINE OF GRAND AVENUE TO THE TRUE. POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING SOUTH 44°30' WEST ALONG SAID NORTHWEST LINE OF GRAND AVENUE, A DISTANCE OF 125.72 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND DISTANT 23.5 FEET NORTHEASTERLY AT RIGHT ANGLES FROM THE CENTER LINE OF SAID RAILWAY COMPANY'S MAIN TRACK; THENCE NORTH 65°58' WEST ALONG SAID PARALLEL LINE 190.00 FEET; THENCE NORTH 24°02' EAST 117.77 FEET; THENCE SOUTH 65°55' EAST 233.95 FEET, MORE OR LESS, TO POINT OF BEGINNING,

EXCEPTING THEREFROM, UNTO SANTA FE, ITS SUCCESSORS AND ASSIGNS, ALL OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING NOT LESS THAN ONE HUNDRED (100) FEET BELOW THE SURFACE OF THE HEREINABOVE DESCRIBED REAL PROPERTY, PROVIDED, THAT SANTA FE, ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT TO GO UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF EXTRACTING SAID OIL, GAS, OR OTHER HYDROCARBON AND MINERAL SUBSTANCES, NOR FOR ANY PURPOSE IN CONNECTION THEREWITH, BUT SHALL HAVE THE RIGHT TO EXTRACT AND REMOVE SAID OIL, GAS, AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BY MEANS OF SLANT-DRILLED WELLS LOCATED ON ADJACENT OR NEARBY LAND, OR BY ANY OTHER MEANS WHICH SHALL NOT REQUIRE ENTRY UPON THE SURFACE OF SAID REAL PROPERTY. BY DEED RECORDED OCTOBER 8, 1951 IN BOOK 4257 PG 228 OF OFFICIAL RECORDS.

PARCEL 3:

LEGAL DESCRIPTION
(continued)

THAT PORTION OF THE SUBDIVISION OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN THE BOUNDARY OF THE 300 FOOT STRIP OF LAND OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, LYING NORTHWESTERLY LINE OF GRAND AVENUE AS SAID 300 FOOT STRIP IS SHOWN ON SHEET 4 OF MISCELLANEOUS MAP NO. 41, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JANUARY 10, 1922, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH WEST LINE OF GRAND AVENUE WITH THE NORTHEASTERLY LINE OF SAID RAILWAY COMPANY'S 300 FOOT WIDE RIGHT OF WAY AS SAID RIGHT OF WAY IS DESCRIBED IN DEED FROM THE ESCONDIDO LAND AND TOWN COMPANY TO CALIFORNIA CENTRAL RAILWAY COMPANY, DATED AUGUST 13, 1888, RECORDED IN BOOK 146, PAGE 196 OF DEEDS, RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY ALONG SAID NORTHWEST LINE OF GRAND AVENUE, SOUTH 59°41'47" WEST (RECORD SOUTH 44°30' WEST) 62.69 FEET TO THE MOST EASTERLY CORNER OF LAND DESCRIBED IN DEED TO HAROLD DEWALL, ET UX, FILED IN THE OFFICE OF SAID COUNTY RECORDER, FEBRUARY 22, 1973, AS FILE NO. 73-046209; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID DEWALL LAND, NORTH 50°46'13" WEST (RECORD NORTH 65°58' WEST) 233.95 FEET TO THE MOST NORTHERLY CORNER OF SAID DEWALL LAND; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY BOUNDARY OF SAID DEWALL LAND, SOUTH 39°13'47" WEST (RECORD SOUTH 24°02' WEST) 117.77 FEET TO THE MOST WESTERLY CORNER OF SAID DEWALL LAND, SAID CORNER BEING A POINT IN A LINE WHICH IS PARALLEL WITH AND DISTANT 23.5 FEET NORTHEASTERLY AT RIGHT ANGLES FROM THE CENTER LINE OF SAID RAILWAY COMPANY'S MAIN TRACK; THENCE NORTH WESTERLY ALONG THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID DEWALL LAND, NORTH 50°46' 13" WEST (RECORD NORTH 65°58' WEST) 125.92 FEET; THENCE NORTH 59°39'51" EAST 188.23 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID RAILWAY RIGHT OF WAY, DISTANT THEREON NORTH 50° 47'49" WEST 317.09 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, SOUTH 50°47'49" EAST 317.09 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS CONTAINED IN THE ABOVE DESCRIBED LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS. SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREBY CONVEYED OR OF ANY IMPROVEMENTS THEREON. BY DEED RECORDED OCTOBER 1, 1974 AS INSTRUMENT NO. 74-263944 OF OFFICIAL RECORDS.

PARCEL 4:

ALL THAT PORTION OF LOT 5 IN BLOCK 145, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 349, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, WHICH POINT IN NORTH 51°16' WEST 308.89 FEET FROM THE INTERSECTION OF THE SAID EASTERLY LINE OF THE SAID RIGHT-OF-WAY WITH THE SOUTHERLY LINE OF LOT 5 IN BLOCK 145, WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 50°47'49" WEST 8.20 FEET; THENCE

LEGAL DESCRIPTION
(continued)

NORTH 59°39'51" EAST 23.44 FEET; THENCE SOUTH 39°12'11" WEST, 21.93 FEET TO THE TRUE POINT OF BEGINNING.

APN: 232-100-16-00

END OF LEGAL DESCRIPTION

EXHIBIT 2

I. PUBLIC BENEFITS AND IMPROVEMENTS

A. VALLEY PARKWAY PEDESTRIAN CROSSING. Owner will be responsible for design and construction of a fully signalized pedestrian crossing with signing and striping and ADA compliant pedestrian ramps on both sides of the cross walk, connecting pedestrian traffic between the north county transit center and the project, across Valley Parkway approximately 160' feet east of the railroad stop bars, outside of the CPUC influence area and in a manner approved by the City Engineer. The pedestrian crossing signal system shall be interconnected to the existing traffic signal system at the intersection of Valley Parkway and Quince Street.

B. GRAND AVENUE PEDESTRIAN CROSSING. Owner will be responsible for design and construction of a pedestrian crossing signal system with signing and striping on Grand Avenue at the western side of the intersection of Spruce Street outside of the CPUC influence area designed with advance warning flashers and interconnect to existing traffic signal system at the intersection of Tulip Street. Improvements shall also include upgrading the existing curb ramp at Spruce Street to ADA standards and construction of a new ADA compliant curb ramp on the north side of Grand Avenue, together with construction of curb and gutter and a 5 foot wide concrete sidewalk (minimum 3' at constrained locations) along north side of Grand Avenue (between signalized crossing and NCTD right-of-way, outside of CPUC influence area) connecting pedestrian traffic between Spruce Street and the project in a manner approved by the City Engineer.

C. PUBLIC PEDESTRIAN WALKWAY. Owner shall be responsible for design and construction of a minimum 6 foot wide asphalt concrete walkway within an approximately 8 foot wide public easement along the west side of the project between Valley Parkway and Grand Avenue in a manner approved by the City Engineer and consistent with any approved entitlements. The owner shall also ensure future maintenance of the pedestrian walkway by the owner or future owners in a manner approved by the City Engineer.

II. FEE CREDITS AND DEFERRAL

A. WASTEWATER FEES. The city will credit owner for the existing wastewater connections at a rate of \$1.28 per square foot, consisting of 32,000 sq ft, for a total of \$40,960.

B. WATER FEES. The city will credit owner for existing 2" potable water meter with no new capacity and connection fees up to the credit amount for an existing 2" potable water meter but at a minimum of \$51,148 based on 8/24/2016 or actual fee table.

C. FEE DEFERRAL. The city will defer development fees for the owner for a period of one year from the issuance of building permit or prior to an issuance of certificate of occupancy for the project, whichever occurs first. The deferred fee amounts shall be the amounts at the time of issuance of a building permit.

III. OTHER CITY OBLIGATIONS

A. EXPEDITED PLAN CHECK REVIEW. The city will review plan checks for this project on an expedited basis.

B. EXCESS RIGHT OF WAY. Any excess right of way that is no longer needed for street or utility purposes will be vacated at the time of the recording of the final map in conformance with any approved entitlements.

EXHIBIT 3

AGREEMENT FOR COMPLETION OF IMPROVEMENTS

This Agreement is made and entered into this ___ day of _____, 20___, by and between the CITY OF ESCONDIDO, a municipal corporation, hereinafter referred to as "CITY," and _____ a _____ hereinafter referred to as "APPLICANT";

WHEREAS, APPLICANT proposes to construct a building, structure or development at _____ in the City of Escondido, County of San Diego, State of California, the "Project"; and

WHEREAS, certain public improvements are required to be constructed and/or installed in the streets and/or easements adjacent to the lot or parcel upon which such the Project is to be constructed or erected; and

WHEREAS, pursuant to the provisions of Ordinance No. 93-2 of the Escondido Municipal Code, it is necessary that certain public improvements as detailed in the plans and specifications on file with the City Engineer of the City of Escondido, the "Improvements", be constructed and/or installed as a condition of and prerequisite to final inspection and acceptance of the Project.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. APPLICANT hereby agrees, at its sole cost and expense, to furnish all labor, equipment and materials to construct the Improvements in a good workmanlike manner and in conformance with the approved plans and specifications on file with the City Engineer. APPLICANT agrees that the Improvements shall be completed within two years from the date of this Agreement. The Improvements shall be completed to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted by the CITY. The estimated cost of the Improvements is the sum of \$ _____.

2. APPLICANT covenants that all Improvements shall be constructed in a manner that does not damage existing public property. Should any damage occur to public property, including, but not limited to, the Improvements in the public right-of-way as a result of APPLICANT or APPLICANT'S contractor performing construction, APPLICANT shall be responsible for repair or reconstruction of the public property. Such repair or reconstruction shall be at the APPLICANT'S sole expense and shall be completed to the satisfaction of the City Engineer.

3. The CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to APPLICANT or any other person for, and APPLICANT shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of

any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by construction of the Improvements. The CITY shall not by its approval of the Project, or any part of it, or by entering into this Agreement, or by granting any permits concerning this Project or Improvements, be deemed an insurer or surety for the design or construction of the Improvements.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which APPLICANT has agreed to indemnify Indemnitees as provided above, APPLICANT, upon notice from the CITY, shall defend Indemnitees at APPLICANT'S expense by counsel acceptable to the CITY, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

If a court of competent jurisdiction determines that the CITY has acted with negligence with respect to anything covered in this Agreement, APPLICANT'S obligation to indemnify the CITY shall be limited by the provisions of California Civil Code Section 2782(b).

4. APPLICANT shall further indemnify, defend and hold harmless the CITY and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01) of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

5. It is further agreed that APPLICANT will at all times, prior to CITY acceptance of the Improvements, give good and adequate warning to the traveling public of each and every defective and/or dangerous condition existing in the affected public rights-of-way and/or easements or any of them, and will protect the traveling public from such defective or dangerous conditions. It is understood and agreed that until acceptance of the Improvements, each of the affected public rights-of-way and/or easements not accepted as improved shall be under the charge of APPLICANT for the purposes of this Agreement. APPLICANT may, upon approval of the City Engineer, close all or a portion of any public right-of-way whenever it is reasonably necessary to protect the traveling public during construction of the Improvements. APPLICANT agrees that the provisions of Sections 3 and 4, respecting indemnification, are applicable to the obligations as set forth in this Section 5.

6. APPLICANT hereby agrees to pay for any inspection of streets and/or easements as may be required by CITY ordinances.

7. It is further agreed that APPLICANT shall file with the City Clerk at the time of signing this Agreement a good and sufficient bond or Instrument of Credit in an amount not less than the estimated cost of the Improvements, as specified above, for the faithful performance of the terms and conditions of this Agreement, including payment for all labor and materials furnished in connection therewith and the guarantee and warranty of the Improvements for a period of two years against any defective work or labor or defective materials furnished, and that should the sureties on the bond or either of them become insufficient, APPLICANT agrees to renew the bond with good and sufficient sureties within ten (10) days after receiving notice that the sureties are insufficient.

8. In lieu of filing a bond as provided above, APPLICANT may deposit with the City Clerk or with a responsible escrow agent, bank, savings and loan or trust company, a sum of money or other form of security acceptable to the City Attorney, not less than the estimated cost of the Improvements as above specified, together with instructions to the escrow agent or bank, savings and loan or trust company for the payment of such money, which instructions shall be subject to the approval of the City Attorney.

9. Upon mutual consent of APPLICANT and the City Engineer, the City Engineer may make such changes, alterations or additions to the plans and specifications for the Improvements as may be determined necessary and desirable by the City Engineer for the proper completion of the Improvements and no such changes, alterations or additions shall relieve the surety or sureties on any bond given for the faithful performance of this Agreement.

10. It is further agreed by and between the parties hereto that, in the event it is deemed necessary to extend the time of completion of the Improvements required under this Agreement, the extension may be granted by the CITY and shall in no way affect the validity of this Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement. In accordance herewith, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

11. It is further agreed by and between the parties hereto that the terms of this Agreement shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the above-described land or any part thereof.

SIGNATURE PAGE FOLLOWS

CITY OF ESCONDIDO

Date: _____ By _____
City Manager

APPLICANT

Date: _____ By _____
Authorized Signature

Address: _____

(SIGNATURES MUST BE NOTARIZED)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

City Attorney

EXHIBIT 4



**FEE GUIDE
for
DEVELOPMENT
PROJECTS**

**PLEASE NOTE: THIS DOCUMENT WAS UPDATED ON 7-01-2016 (RTCP TRAFFIC
FEE INCREASE)**



Community Development Department / Building Division

201 North Broadway, Escondido, CA 92025 (760) 839-4647 FAX (760) 432-6819

Important Information

Fees in the Downtown Specific Plan Area

Development Fee Category	CURRENT ¹ FEE	
PUBLIC FACILITIES	Res. \$1582/DU	¹ For Multi-Family Development (2 units or more) located in the Downtown Specific Plan Area, the Current Fees identified by Resolution 2004-99(RRR) shall remain in effect until revised by City Council action per Res. No. 2006-160, 6-21-2006.
PARK DEV.	Res.\$1098/DU	
DRAINAGE FACILITY	MF Res.\$363/DU	
PUBLIC ART	\$0.15/SF first 2000sf exempt ²	² Exemption of 1800 sf effective immediately. Res. No.2004-99(RRR), 6-23-2004



A1

FEE GUIDE FOR DEVELOPMENT PROJECTS INDEX

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OTHER CITY DEPARTMENT FEES

Fees are collected at various stages of development projects. This guide provides information on those fees applicable to Building Division plan check submittal and to Building Permit issuance. FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.

- | | |
|--|--|
| <input type="checkbox"/> Plan Check Fee | <input type="checkbox"/> Park Fee |
| <input type="checkbox"/> Building Plan Review Fee (Planning) | <input type="checkbox"/> Traffic Fee |
| <input type="checkbox"/> Building Plan Review Fee (Fire) | <input type="checkbox"/> Regional Traffic Fee (RTCIP) |
| <input type="checkbox"/> Building Permit Fee | <input type="checkbox"/> Drainage Facilities Fee |
| <input type="checkbox"/> State Seismic Fee (SMIP) | <input type="checkbox"/> Region of Influence Infrastructure Deposit Fee |
| <input type="checkbox"/> State Green Building Fee | <input type="checkbox"/> CATV Fee |
| <input type="checkbox"/> Public Facility Fee | <input type="checkbox"/> Plumbing, Electrical and Mechanical Permit Fees |
| <input type="checkbox"/> Wastewater Connection Fee | <input type="checkbox"/> School Fees |
| <input type="checkbox"/> Water Connection Fee | <input type="checkbox"/> Microfilming Fee |
| <input type="checkbox"/> SDCWA Capacity Charge (Currently collected with <u>water meter</u> charges) | <input type="checkbox"/> Art Fee |
| | <input type="checkbox"/> Citywide Facilities Plan Reimbursement Fee |

Other City departments and agencies which have fees that may impact your project are also listed.

City Departments

- Planning
- Engineering
- Finance
- Fire
- Business License

Other Agencies

- San Diego County Health (Haz. Materials)
- San Diego County Health (Environmental Services)
- Air Pollution Control District
- Other Sewer/Water Agencies
- San Diego Gas and Electric Co. (SDG&E)
- AT&T (formerly Pacific Bell, SBC)
- Cox Communications

This guide also provides information regarding fee incentives for the following types of projects.

- | | |
|--|---|
| <input type="checkbox"/> Qualified projects in the Escondido Business Enhancement Zone | <input type="checkbox"/> Fee Deferrals |
| <input type="checkbox"/> Restaurants | <input type="checkbox"/> Historical Buildings |
| <input type="checkbox"/> Second Dwelling Units | <input type="checkbox"/> Changes in Use in Existing Buildings |

Fee estimates for proposed projects are available upon request. Please provide the following information. If you are unsure of the applicable fees for your project please contact Building Division staff for assistance.

- | | |
|---|---|
| <input type="checkbox"/> Description of project (use, etc.) | <input type="checkbox"/> Size and use of any structures being |
| <input type="checkbox"/> Proposed water meters (number & sizes) | <input type="checkbox"/> Existing water meters (number & sizes) |
| <input type="checkbox"/> Floor plan showing uses, square footage, seating (if applicable), etc. | <input type="checkbox"/> High water users may have to submit water bill records from previous locations or estimates of usage |
| <input type="checkbox"/> Land area, plot plan | |
| Type of construction | |

OTHER CITY DEPARTMENT FEES

PLANNING - CITY HALL (760) 839-4671

Fees for subdivisions, CUP's, Plot Plans, P.D.'s, Design Review, Grading Plans, Development Agreements, etc.

ENGINEERING - CITY HALL (760) 839-4651

Fees for plan check and inspection, improvement plans, grading plans, subdivisions, encroachment permits, repayments, etc.

Annual Industrial Waste Discharge Permits - Contact the Industrial Waste Inspector at (760) 839-6282.

FINANCE - CITY HALL (760) 839-4682

Fees for water meters and construction meters.

FIRE - 201 NORTH BROADWAY (760) 839-5400

Fees for Fire Code Permits, blasting permits, research, hazardous material consulting and inspection.

CITY BUSINESS LICENSE - CITY HALL (760) 839-4659

Required for all businesses operating in the City. Must be renewed annually.

OTHER AGENCY FEES

COUNTY OF SAN DIEGO DEPARTMENT OF HEALTH SERVICES

Fees for plan check and inspection and annual permits for:

- Food and Miscellaneous Facilities (760) 471-0730
- X-Ray Installations (619) 338-2969
- Hazardous Materials (619) 338-2222

AIR POLLUTION CONTROL DISTRICT

Fees for plan check and inspection and annual permits for certain businesses... (858) 650-4700

OTHER WATER/WASTEWATER DISTRICTS

Projects not served by City wastewater and water facilities will be subject to plan check, inspection, installation and connection fees from the serving agency:

- Rincon Del Diablo Municipal Water District (760) 745-5522
- Vallecitos Water District (760) 744-0460
- Vista Irrigation District (760) 597-3100
- Valley Center Municipal Water District..... (760) 749-1600
- Olivenhain Municipal Water District (760) 753-6466

To determine if your project is served by City sewer and water, please contact the Engineering Department (760) 839-4651.

GAS AND ELECTRIC SERVICE

SAN DIEGO GAS AND ELECTRIC CO. (SDG&E) (800) 611-7343

TELEPHONE

AT&T (Formerly Pacific Bell).(800) 310-2355 (Residential)
(800) 750-2355 (Commercial)

COX COMMUNICATIONS

North County (760) 806-9809

FEE INCENTIVES

THE ESCONDIDO BUSINESS ENHANCEMENT ZONE

On May 24, 2006, the City Council adopted Ordinance 2006-12, and Resolution 2006-56 modifying the existing Business Enhancement Zone (BEZ). The ability to request incentives for development was expanded to all commercial and industrial zoned properties in the City of Escondido. In order to be considered for incentives, the development must meet one or more of the Public Benefit Criteria in the associated Council policy. Generally, the BEZ applies to new construction projects.

Contact the Planning Division at 760-839-4671 or the Economic Development Division at 760-839-4563 for more information and the eligibility criteria.

Requests for incentives must be made in writing to the Assistant City Manager and be accompanied by appropriate supporting materials.

- Please refer to the Escondido Zoning Code Article 69, Sections 33-1450 through 33-1457, for the complete description of requirements and incentives

<http://www.qcode.us/codes/escondido/view.php?topic=33-69&showAll=1&frames=on>

For the complete Business Enhancement Zone Policy described in Resolution 2006-56, Exhibit "A", please see in the following link:

<http://www.escondido.org/Data/Sites/1/media/pdfs/Business/BusinessEnhancementZone.pdf>

Economic Incentive Fund and Incentive Policy (brief description)

Purpose: The City Council has established an Economic Incentive Fund that is utilized to offset development and connection fee reductions granted to eligible projects.

The City Council Economic Development Subcommittee and the City Council may grant fee reduction incentives as follows.

Policy:

1. Granting of fee reductions of up to 25% of the project's connection and development fees with a \$25,000 maximum cap.
 - Fee reductions are backfilled from the City Council Economic Incentive Fund.
 - Incentive does not apply to high-demand service users.
 - Pass-thru fees to other agencies and costs involving processing, inspection and/or construction costs to the City of Escondido will not be eligible for fee incentive reductions. The Public Art Fee will not be reduced.
2. Ability to request fast-track processing.

Additional Incentives Policy

1. Granting of fee reductions of up to 50% of the project's connection and development fees with a \$50,000 maximum cap.
 - Up to 50% of the project's connection and development fees can be requested to be reduced for businesses that provide exemplary financial or job benefits to the City.
 - Fee reductions are backfilled from the City Council Economic Incentive Fund.
 - Incentive does not apply to high-demand service users.
 - Pass-thru fees to other agencies and costs involving processing, inspection and/or construction costs to the City of Escondido will not be eligible for fee incentive reductions. The Public Art Fee will not be reduced.
2. Assignment of a fast track interdepartmental City staff project processing and permitting team.

FEE DEFERRAL

On June 13, 2012, City Council Approved Resolution 2012-103, which amends the existing fee deferral program for commercial and industrial projects, to include residential development with 5 or more units. Please contact Building Division staff for further information regarding the process.

FEE INCENTIVES

NONPROFIT ORGANIZATIONS (Per City Council Resolution 2008-21(R) October 22, 2008)

The City of Escondido recognizes the importance of community based service organizations. Qualified organizations will receive a 50% reduction in connection, development and art fees with a maximum total reduction in fees not to exceed \$10,000. Where a property is eligible for multiple fee credits, the credit generating the greater amount shall be used. See page 36.

INCENTIVES FOR INCREASED ENERGY EFFICIENCIES

On Sept. 19, 2001 City Council approved Resolution No. 2001-209 which provides that commercial and residential projects can receive incentives of expedited processing and reduced fees for energy efficiencies above current Title 24. See page 37.

NONRESIDENTIAL BUILDING ADDITIONS

Per City Council action on November 21, 2008, expansions in floor area of existing nonresidential buildings will be required to pay development fees on the expanded area:

- Wastewater Connection Fee
- SDCWA Capacity Charge
- Drainage Facilities Fee
- Water Connection Fee (if increase in meter size)
- Traffic Fee
- Public Facility Fee
- Art Fee

HISTORICAL BUILDINGS

On June 17, 1992, in an effort to encourage historic preservation, the City Council approved Resolution No. 92-266 adopting an incentives program for qualified preservation projects.

Numerous incentives are offered, including fee reductions.

For further information, please contact the Planning Division at (760) 839-4671.

CHANGES IN USE IN EXISTING BUILDINGS (Council Agenda Item 4/22/1992)

To encourage revitalization efforts for our existing building stock, tenant improvement permits, such as restaurants, will not be charged wastewater, water, and/or traffic fees, unless the project requires an increased water meter, or sewer line size, or adds significant parking. This policy does not apply to intensive uses such as Laundromats, car washes, breweries, etc., or to the first use in new buildings. Buildings in which the previous use was abandoned for 10 years or more are subject to development fees. (See Fee Example #9, page 29.)

SECOND DWELLING UNITS

In an effort to provide affordable housing in areas where adequate public facilities and services are available, and impacts upon the residential neighborhoods directly affected would be minimal, the City Council adopted Ordinance No. 92-42 on November 4, 1992.

The ordinance added Article 70 to the Escondido Zoning Code which establishes standards for second dwelling units.

These units will be considered as room additions for Building Permit fees and will not be charged wastewater, water, traffic, public facility, drainage, and park fees. EMC Section 33-140.

One limitation on these units is that the owner of the property must reside on the parcel on which the unit is located. For further information on Article 70, please contact the Planning Division at (760) 839-4671.

FEE INCENTIVES

PERMIT PROCESSING FEE INCENTIVES – TARGETED COMMERCIAL AREAS

To encourage improvement and enhancement of existing businesses, the processing and permit fees shown below will be waived. Targeted areas are South Escondido Boulevard, East Valley Parkway and the Downtown Revitalization Area (see map on page 33).

- Minor Plot Plan Review – \$1,025
- Project Plan Review – up to \$200
- Landscape Plan Check – up to \$1040
- Sign Permit – \$78
- Facade Improvements – up to \$200
- Design Review Fee – \$450
- Encroachment Permit – \$100
- Building Sign Permit – up to \$50
- Building Awning Permit – up to \$100

Criteria for incentive approval:

- Cumulative fee incentives for any single business shall not exceed \$500
- Fee waivers shall involve exterior (street visible) improvements only
- Waivers for new construction shall be limited to additions to existing businesses

For further information, contact the Planning Division (760) 839-4671.

FEE CREDITS

BUILDING DEMOLITIONS & ABANDONED USES

On October 22, 2008, the City Council modified City policy regarding fee credits for demolished buildings and buildings with abandoned uses. This action established a 10-year time limit on the use of fee credits. The time limit shall not apply to single-family dwellings demolished due to natural disaster.

The fee credits have the following limitations:

- Satisfactory documentation must be presented on the existence of the previous building;
- Credits are applied to the fees for new projects on the same property (no monetary refunds are given);
- Credit applies only to the property on which the demolitions occurred;
- Credit cannot be transferred elsewhere.
- Where a property is eligible for multiple fee credits, the credit generating the greater amount shall be used.

Fee credits apply to the following fees:

- Water Connection Fee (if on City water)
- Wastewater Connection Fee (if on City sewer)
- SDCWA Capacity Charge (if on City water)
- Public Facility Fee
- Art Fee
- Traffic Fee Local portion only (see below)
- Park Fee
- Region of Influence Infrastructure Deposit
- Drainage Facilities Fee

Credits for Traffic Fees for a demolished residential use applied to a commercial use will be 25% of the fees shown in this guide, since commercial traffic fee rates are based on 25% of the residential rates.

AGRICULTURAL WATER METERS

On October 22, 2008, the City Council modified City codes to allow fee credits for agricultural water meters taken out of service.

Fee credits apply as follows:

- Ten-year time limit, and other limitations as listed under Building Demolitions
- Given to owner of the subdivision at the time of Final Map recordation
- Applies to the Water Connection Fee at the time of meter removal or last service, and SDCWA Capacity Charge as allowed per the agency
- Will be divided among the new lot(s) created

FEES APPLICABLE TO BUILDING PERMIT ISSUANCE

The fees shown below are applicable to Building Permit issuance for your project. Processing fees are payable at Plan Check submittal. School fees are payable to the school district prior to permit issuance. All remaining fees are payable at permit issuance. Final project fees are those fees in effect at the time of permit issuance.

PROCESSING FEES

PURPOSE: To cover City costs in processing your project and reviewing your plans for compliance with model codes, local ordinances and state and federal regulations.

APPLICABLE TO: All projects, except as noted below.

	<u>FEE AMOUNT</u>
<input type="checkbox"/> PLAN CHECK FEE*	65% of Building Permit Fee
PLAN CHECK SURCHARGES (for State regulations)	
<input type="checkbox"/> Nonresidential State Disabled Access Reg. Plan Check	10% of Plan Check Fee
<input type="checkbox"/> Residential State Disabled Access Reg. Plan Check	10% of Plan Check Fee
<input type="checkbox"/> All buildings - State Energy Regulations	20% of Plan Check Fee
<input type="checkbox"/> PLANNING DIVISION - BUILDING PLAN REVIEW FEE	\$35 (MIN) room additions; patio covers, decks, retaining walls; pools, spas and miscellaneous projects requiring zoning review. \$195 (RES)-single family dwelling; up to four residential units. \$380 (MINOR)-T.I.'s; commercial/industrial additions 1 or 2 story, up to 10,000 sf. \$1,100 (MAJOR)-Tracts; Parcel Maps (5 or more dwellings); Multi-family residential; new commercial/industrial buildings; non residential additions over 2 stories or 10,000 sf.
<input type="checkbox"/> FIRE DEPARTMENT - BUILDING PLAN REVIEW FEE	\$50 ___ 0-500 sq. ft. (Typical Building;
Additions;	
(Projects regulated by the Fire Code, includes inspection)	\$100 ___ 500-2,000 sq. ft. Single Family Dwellings;
Tracts/Phase/production 1-10 units same application \$200;	\$150 ___ 2,001-5,000 sq. ft. Tract Models;
each 5 additional units \$100 same application (SFD R-3 occupancy)	\$200 ___ >5,000 sq. ft. Tenant Improvements) \$275/bldg ___ Multi Family, Commercial, Industrial \$100/each ___ Access Roadway Gate

AUTHORITY: Local Ordinances.

PERMIT/INSPECTION FEES

PURPOSE: To cover City costs in inspecting your project for compliance with model codes, local ordinances and state and federal regulations.

APPLICABLE TO: All projects, except as noted below.

	<u>FEE AMOUNT</u>
<input type="checkbox"/> BUILDING PERMIT FEE*	Based on building valuation table on page 14. Valuation determined by using multipliers on page 12.
BUILDING PERMIT SURCHARGES (for State regulations)	
<input type="checkbox"/> Nonresidential Disabled Access Inspection	10% of Building Permit Fee
<input type="checkbox"/> Residential Disabled Access Inspection	10% of Building Permit Fee
<input type="checkbox"/> All buildings - State Energy Regulation Inspection	20% of Building Permit Fee
<input type="checkbox"/> PLUMBING PERMIT FEES	See schedule, page 15.
<input type="checkbox"/> ELECTRICAL PERMIT FEES	See schedule, page 15.
<input type="checkbox"/> MECHANICAL PERMIT FEES	See schedule, page 15.

AUTHORITY: Escondido Municipal Code & Local Ordinances.

*For subdivisions with 10 or more single-family dwellings which have building permit issuances in groups of 10 or more, the production unit building permit fees will be decreased by 10% (Resolution #99-199, August 26, 1999). Plan check fees for all subdivision production, repeat units shall be \$70/unit (Resolution #2002-100, May 1, 2002).

FEES APPLICABLE TO BUILDING PERMIT ISSUANCE**CONNECTION FEES**

PURPOSE: These fees represent a new connection's proportional share of existing capital facilities which will be used to provide service to the new connection.

APPLICABLE TO: All new projects, served by City water and wastewater.

	<u>FEE AMOUNT</u>
<input type="checkbox"/> WATER CONNECTION FEE	Residential: Detached single-family dwelling, \$7,930 (see page 19) All Other Uses: Based on water meter size (see pages 19 and 20)

	<u>FEE AMOUNT</u>
<input type="checkbox"/> WASTEWATER CONNECTION FEE	Residential: Detached single-family dwelling, \$7,500 (see page 19) All Other Uses: Based on an EDU (Equivalent Dwelling Unit) of 250 gallons per day (minimum of 1 EDU) (see pages 19 and 20)

NOTE: Water Connection Fee does not include water meter fees.

AUTHORITY: Local Ordinance

DEVELOPMENT FEES (Established By City Council)

Please refer to Page A1 for Important Fee information

PURPOSE: These fees reflect a development's proportionate share of improvements necessary to meet facility demands created by such development at established City service level standards.

	<u>FEE AMOUNT</u>
<input type="checkbox"/> TRAFFIC FEE (LOCAL)	Residential: Single-family dwelling, \$850 (see page 18) All Other Uses: See schedule, page 18

PURPOSE: To ensure that the traffic and transportation facility standards established by the City are met with respect to the additional needs created by such development.

APPLICABLE TO: All new development projects.

AUTHORITY: Local Ordinance.

	<u>FEE AMOUNT</u>
<input type="checkbox"/> PUBLIC FACILITY FEE	\$4,533 per dwelling unit; \$2.13 per sq. ft. of Commercial building area; \$1.61 per sq. ft. of Industrial building area.

PURPOSE: To ensure that public facility standards established by the City are met with respect to the additional needs created by such development. (For public facilities such as Police, Fire, Library, etc.)

APPLICABLE TO: All new development projects.

FEEES APPLICABLE TO BUILDING PERMIT ISSUANCE

DEVELOPMENT FEES CONTINUED

PARK FEE FEE AMOUNT
\$4,129 per dwelling unit

PURPOSE: To ensure that the park land and recreational facility standards established by the City are met with respect to the additional needs created by such development.

APPLICABLE TO: Residential projects only.

DRAINAGE FACILITIES FEE FEE AMOUNT
Residential: Single-family dwelling - \$1,071/unit
Multi-family dwelling - \$428/unit
All Other Uses: \$0.70/sq. ft. of building roof area

PURPOSE: To ensure that storm water drainage facilities meet the requirements established by the City's Drainage Master Plan.

APPLICABLE TO: All new development projects (unless a Storm Drain Basin Fee was previously paid).

**REGION OF INFLUENCE
INFRASTRUCTURE DEPOSIT FEE** FEE AMOUNT
\$1,500 - single family dwelling

PURPOSE: To cover development's forecasted fair share costs of new infrastructure related to the impacts created by such development.

APPLICABLE TO: New single family dwelling units, on existing lots of record as of June 6, 1990, in the Region of Influence (see map, page 32).

AUTHORITY: Local Resolution No. 95-211

REGIONAL FEES

TRAFFIC FEE REGIONAL (RTCIP) FEE AMOUNT
Residential: Single-family dwelling, \$2,357
(see page 18 for other residential uses)

PURPOSE: To ensure local agency participation in circulation improvements to allow quality of life standards to be achieved and allow new development to proceed.

APPLICABLE TO: All new residential dwelling units.

AUTHORITY: Resolution No. 2013-42.

**SAN DIEGO COUNTY WATER AUTHORITY
(SDCWA) CAPACITY CHARGE** FEE AMOUNT
Based on water meter size (see page 19) (Currently collected with water meter charges)

PURPOSE: Pass-thru fee to the SDCWA to finance capital improvements.

APPLICABLE TO: All new projects served by City water.

AUTHORITY: Local Ordinance.

FEES APPLICABLE TO BUILDING PERMIT ISSUANCE

STATE FEES

	<u>FEE AMOUNT</u>
<input type="checkbox"/> STRONG MOTION INSTRUMENTATION PROGRAM (SMIP) FEE	\$1.50 MINIMUM .0001 x Building Valuation - Residential ≤ 3 stories .00021 x Building Valuation - Hotels, motels and all other buildings and structures

PURPOSE: Pass-thru fee to the state to finance monitoring and mapping programs for seismic activity.

APPLICABLE TO: All building permits.

AUTHORITY: State law - Public Resources Code Section 2705-2709.1 (1971)

<input type="checkbox"/> GREEN BUILDING FEE	\$1.00 MINIMUM \$4.00 PER \$100,000 of Building Valuation
--	--

PURPOSE: Pass-thru fee to the State to finance Green Building Standards through the California Building Standards Commission (CBSC) with a portion retained locally for administering the program, education, enforcement and voluntary construction inspector certification.

APPLICABLE TO: All building permits.

AUTHORITY: SB1473 State law – Health & Safety Code, Division 13, Part 2.5. Sections 18931.6 & 18931.7

OTHER CITY FEES

	<u>FEE AMOUNT</u>
<input type="checkbox"/> ART IN PUBLIC PLACES (AIPP) FEE	\$.30 per sq. ft. of building area (first 1,800 sq. ft. exempt) (see page 17)

PURPOSE: To fund a program designed to promote the arts in public places. The program provides art education and experiences which enhance economic vitality, commemorates local values, history and progress, develops community pride and identity and improves the general welfare and quality of life in the city and is intended to mitigate adverse impacts to those resources and opportunities which are caused by new development.

APPLICABLE TO: All new projects.

	<u>FEE AMOUNT</u>
<input type="checkbox"/> CITYWIDE FACILITIES PLAN REIMBURSEMENT FEE	\$58 per residential unit

PURPOSE: To provide a reimbursement fund for individual developers who advanced funds for the preparation of the Subarea Facilities Plans.

APPLICABLE TO: Residential only.

AUTHORITY: Local Resolution No. 94-173

	<u>FEE AMOUNT</u>
<input type="checkbox"/> MICROFILMING FEE	\$.50 each - 8 1/2 x 11 sheets \$2.00 each - larger sheets

PURPOSE: To cover City costs related to converting your approved project documents to permanent public records.

APPLICABLE TO: All new projects.

OTHER CITY FEES CONTINUED

FEE AMOUNT

CATV FEE \$1.00 per dwelling unit or mobilehome pad - \$10 min.

PURPOSE: To cover City administrative and inspection costs related to new CATV systems.

APPLICABLE TO: Multifamily residential, including, but not limited to, apartments, duplex units, condos, townhouses and mobilehome parks.

AUTHORITY: Local Ordinances

SCHOOL FEES

School fees are applicable to all new projects and are payable to the school district prior to Building Permit issuance. See page 16 for additional information.

SEPTIC TANK AND WELLS – Contact the County Health Department

DEMOLITION PERMITS - may be issued to the owner, licensed demolition contractor, or general contractor who has contract to replace the building on the property. Permit fee is \$30 per permit. (No plumbing permit required.) Must have San Diego Gas & Electric service removal information slip before issuance. See Demolition Permit Guideline #14.

The recycling of Construction and Demolition Debris to the maximum extent possible for all projects is highly encouraged.

CHANGE OF OCCUPANCY INSPECTION - provide plot plan and indicate intended new use - \$86.00 fee (Property owner's request.)

PLAN CHECK AND BUILDING PERMIT FEES/VALUATION MULTIPLIERS - Plan Check and Building Permit fees are based on the value of the proposed work. The Escondido Municipal Code requires that the Building Official make the determination of the value. It also requires that the value be the total value of all the construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air-conditioning, elevators, fire extinguishing systems and other permanent equipment.

Building Valuation Multipliers are updated periodically and may be adopted by each jurisdiction in San Diego County.

Actual construction cost estimates may be used in lieu of the multipliers only for additions and tenant improvements.

RESEARCH FEES – To cover City costs related to the research of records and documents- \$86.00hr.

SAN DIEGO AREA CHAPTER I.C.B.O. 1995-96 VALUATION MULTIPLIERS

<u>Value per sq. ft.</u>	<u>Value per sq. ft.</u>	<u>Value per sq. ft.</u>	
RESIDENTIAL			
APARTMENT HOUSES/Condominium Bldgs.:			
*Type I-or II-F.R.	93.00	Type V-1-hour	75.00
Type V or III (Masonry)	75.00	Type V-N	72.00
Type V-1-hour	78.00	SCHOOLS:	
Type V-Wood Frame	69.00	*Type I-or II-F.R.	95.00
Type I-Basement	32.00	Type III-1-hour	69.00
Garage		Type III-N	65.00
**DWELLINGS (single family & duplex):			
Type V-Adobe	99.00	Type V-1-hour	64.00
Type V-Masonry	82.00	SERVICE STATIONS/CAR WASHES:	
Type V-Wood Frame	78.00	Type III-1-hour	59.00
Basements (Non-Hab.)	20.00	Type III-N	56.00
***Additions V-Wood Frame	94.00	Type II-N	57.00
PRIVATE GARAGES:			
Wood Frame	21.00	Type V-1-hour	50.00
(Unfinished)		Type V-N	47.00
Wood Frame (Finished))	23.00	Canopies	24.00
Masonry	23.00	STORES:	
Open Carports	14.00	*Type I-or II-F.R.	70.00
COMMERCIAL/INDUSTRIAL			
BANKS:			
*Type I-or II-F.R.	127.00	Type III-1-hour	52.00
Type III-1-hour	102.00	Type III-N	49.00
Type III-N	98.00	Type V-1-hour	44.00
Type V-1-hour	92.00	Type V-N	40.00
Type V-N	88.00	THEATERS:	
CHURCHES:			
Type I-or II-F.R.	85.00	Type I-or II-F.R.	94.00
Type III-1-hour	69.00	Type III-1-hour	68.00
Type III-N	66.00	Type III-N	64.00
Type V-1-hour	64.00	Type V-1-hour	63.00
Type V-N	60.00	Type V-N	60.00
CONVALESCENT HOSPITALS:			
*Type I-or-II-F.R.	119.00	WAREHOUSES:	
Type III-1-hour	84.00	Type I-or II F.R.	42.00
Type V-1-hour	79.00	Type III-1-hour	28.00
FIRE STATIONS:			
Type I or II-F.R.	97.00	Type III-N	27.00
Type II 1-hour	64.00	Type II or V-1-hour	25.00
Type II-N	60.00	Type II or V-N	23.00
Type III 1 hour	70.00	(Deduct 11% for mini-warehouse)	
Type III-N	67.00	EQUIPMENT	
Type V - 1-hour	65.00	Air Conditioning (Comm.)	3.60
Type V-N	62.00	Air Conditioning (Res.)	3.00
FITNESS CENTERS:			
Type III-1-hour	65.00	Fire Sprinkler Systems	1.80
Type III-N	62.00	(Use to increase Val. for new construction)	
Type V-1-hour	61.00	TENANT IMPROVEMENTS	
Type V-N	57.00	***Banks, Medical Offices/Churches	37.00
HOSPITALS:			
*Type I-or II-F.R.	140.00	***Restaurants	37.00
Type III-1-hour	114.00	****"H" Occupancies	37.00
Type V-1-hour	109.00	***Stores, Offices, All Others	27.00
HOTELS AND MOTELS:			
*Type I-or II-F.R.	86.00	COMM./IND. ADDITIONS	
Type III-1-hour	74.00	*** Use multiplier for new building and increase by 20%	
Type III-N	71.00		
Type V-1-hour	66.00		
Type V-N	63.00		
INDUSTRIAL PLANTS:			
Type I-or II-F.R.	49.00		
Type III-1-hour	37.00		
Type III-N	35.00		
Tilt-up	25.00		
Type II-1-hour	34.00		
Type II-(Stock)	31.00		
Type V-1-hour	35.00		
Type V-N	32.00		
MEDICAL OFFICES:			
*Type I-or II-F.R.	102.00		
Type III-1-hour	82.00		
Type III-N	79.00		
Type V-1-hour	76.00		
Type V-N	73.00		
OFFICES:			
*Type I-or II-F.R.	91.00		
Type III-1-hour	65.00		
Type III-N	62.00		
Type V-1-hour	61.00		
Type V-N	57.00		
PUBLIC BUILDINGS:			
*Type I or II-F.R.	105.00		
Type II 1-hour	85.00		
Type II-N	81.00		
Type III 1-hour	88.00		
Type III-N	85.00		
Type V - 1-hour	80.00		
Type V-N	77.00		
PUBLIC GARAGES:			
*Type I- or II-F.R.	42.00		
*Type I- or II-Open	31.00		
Parking	31.00		
Type III-1-hour			
Type III-N	28.00		
Type II-N	24.00		
Type V-1-hour	28.00		
RESTAURANTS:			
Type III-1-hour	82.00		
Type III-N	80.00		

SHELL BUILDING: A shell building is defined as a building for which HVAC, lighting, suspended ceilings, plumbing and electrical systems, partition layouts and interior finish are not shown on the plans and for which separate tenant improvement plans will be submitted for plan check at a later date showing these items. Warehouses and industrial buildings shall not be considered shell buildings. The valuation for shell buildings shall be taken as 80 percent of the valuation for the completed building.

*Add 0.5% to the total cost for each story over three.

**For subdivisions with 10 or more single-family dwellings which have building permit issuances in groups of 10 or more, the production unit building permit fees will be decreased by 10%. (Resolution

#99-199, August 26, 1999) Plan check fees for all subdivision production, repeat units shall be \$70/unit. (Resolution #2002-100, May 1, 2002).

***Or an actual itemized construction cost estimate.

VALUATION MULTIPLIERS- ALTERATIONS (Applicable to existing structure with no addition of floor area)

Change in Occupancy or Change in Use: Example: Convert warehouse to office(s), change house to a restaurant, enclose porch, or convert garage, etc.

Use difference in valuation between existing use and new use.

No Change in Occupancy and No Additional Floor Area

Interior Partitions	@ \$39.00 per L.F.
Install Windows or Sliding Glass Doors	@ \$12.25 per S.F. of opening
Add Fireplace: Concrete or Masonry	@ \$2,800.00 each
Prefabricated Metal	@ \$1,900.00 each
Close Exterior Wall Openings	@ \$11.50 per S.F. of opening
Aluminum Siding	@ \$4.50 per S.F.

VALUATION MULTIPLIERS-MISCELLANEOUS (Applicable to both new construction & alterations)

<u>Plastering:</u>	<u>VALUE PER S.F.</u>		<u>VALUE PER S.F.</u>
Inside	\$2.25	<u>Retaining Walls:</u> (Conc. or Masonry)	\$ 14.00
Outside	2.25	<u>Spa</u> (in ground only)	5,775.00/spa
<u>Roofing:</u>		<u>Pools:</u>	
Built-up	1.08	Gunitite	29.50
Comp. Shing. (and Fiberglass)	1.00	Vinyl pools (in ground only)	27.00
Asb. Shing.	2.37	<u>Awnings and Canopies:</u> (Supported by Building)	
Wood Shing.	2.37	Aluminum	16.75
Wood Shakes	2.37	Canvas	7.00
Alum. Shakes	3.58	Comm. Canopies/Arcades	24.00
Clay Tile	3.00	<u>Patio Enclosures:</u>	
Conc. Tile	2.54	Wood Frame	10.25
<u>Fences or Freestanding Wall:</u>		Metal Frame	11.50
Wood & Chain-link	1.50	<u>Solariums:</u> (or actual itemized construction cost estimate.)	78.00
Wire	1.50	<u>Patios:</u>	
Masonry	7.00	Wood Frame with Cover	7.00
Wrought Iron	4.50	Metal Frame with Cover	9.00
Stucco	4.50	<u>Agricultural:</u>	
<u>Balcony/Stairs/Walking Decks</u> <u>(Wood)</u>	11.50	Buildings (General)	15.25
<u>Stone-Brick Veneer</u>	7.00	Greenhouses (Horticulture)	4.50
<u>Pile Foundations:</u>		<u>Detached Residential Accessory Structures:</u>	
Cast-in Place Concrete	17.25 per L.F.	Workshop, Hobby Shop, Etc.	23.00
Steel & Pre-Cast	41.75 per L.F.	(or actual itemized construction cost estimate)	

SIGNS AND BILLBOARDS

		<u>Non-Illuminated</u>	<u>Illuminated</u>
ROOF, MONUMENT, POLE, BILLBOARD (Add support structure for pole and billboard.)	1 Face	\$20.75/sq. ft.	\$34.00/sq. ft.
	2 Face	29.50/sq. ft.	48.00/sq. ft.
WALL	1 Face	14.00/sq. ft.	29.50/sq. ft.
PROJECTING	1 Face	20.00/sq. ft.	41.50/sq. ft.
	2 Face	29.50/sq. ft.	48.00/sq. ft.
SUPPORTING STRUCTURE (Add to value of pole and billboard signs.)		48.00/lin. ft.	48.00/lin. ft.

TABLE NO. 3-A - BUILDING PERMIT FEES

TOTAL VALUATION	BUILDING PERMIT FEE
\$1.00 to \$500.00	\$15.00
\$501.00 to \$2,000.00	\$15.00 for the first \$500.00 plus \$2.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$45.00 for the first \$2,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$252.00 for the first \$25,000.00 plus \$6.50 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$414.50 for the first \$50,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$639.50 for the first \$100,000.00 plus \$3.50 for each additional \$1,000.00 or fraction thereof
\$500,001.00 to \$1,000,000.00	\$2039.50 for the first \$500,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$3539.50 for the first \$1,000,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof.

Other Inspections and Fees:

1. Inspections outside of normal business hours (minimum charge—two hours)..... \$86.00/hour*
2. Reinspection fees assessed under provisions of Section 305(h)\$86.00/inspection
3. Inspections for which no fee is specifically indicated (minimum charge—one-half hour) \$86.00/hour*
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge—one-half hour) \$86.00/hour*

*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

ESCONDIDO MUNICIPAL CODE - SECTION 6-16

PLAN CHECK FEES: Permit Fee (determined above) x 65%

PERMIT FEE SCHEDULE/WORKSHEET

PROJECT DATA	Job Address:	New Elec. Service Size:
Tract No.:	Lot/Plan No.:	New Water Meter Size:
Plan Check No.:		

PLUMBING			
Fee Description	No.	Fee	Total
Issuance Fee (for each permit)			\$30.00
Bathtub		3.50 ea	
Dental Unit/Cuspidor		3.50 ea	
Floor Drain		3.50 ea	
Gas System (First Outlet)		10.00 ea	
Gas Outlets (Each Addtl.)		1.00 ea	
Building Sewer		12.00 ea	
Grease Trap		3.00 ea	
Interceptors/Pump		3.00 ea	
Lavatory (First Fixture)		6.00 ea	
Lavatory (Each Addtl.)		3.50 ea	
Laundry Tubs		3.50 ea	
Backflow Prev. (First 5 devices)		4.00 ea	
Backflow Prev. (> than 5 devices)		1.00 ea	
Receptor & Floor Sink		3.50 ea	
Shower Drain		3.50 ea	
Sink - Kitchen		3.50 ea	
Sink - Other		3.50 ea	
Urinal		3.50 ea	
Washing Machine Drain		3.50 ea	
Water Closet (First Fixture)		6.00 ea	
Water Closet (Each Addtl.)		3.50 ea	
Water Heater (First Heater)		6.00 ea	
Water Heater (Each Addtl.)		3.50 ea	
Solar Water Heater		3.50 ea	
Water Pipe Repair/Replacement		6.00 ea	
Water Softener		3.50 ea	
Drain Vent Repair/Alterations		6.00 ea	
Hose Bib		3.50 ea	
Drinking Fountain		3.50 ea	
Other Plumbing & Gas Fees		10.00 ea	
Total			

OTHER FEES (Also applies to Building Permit Inspections)	
Fee Description	Fee
Inspections outside of normal business hours (min. two hrs.)	\$86.00/hr
Reinspections	\$86.00/insp
Inspections for which no fee is specifically indicated (min. 1/2 hr.)	\$86.00/hr

ELECTRICAL - NEW APARTMENTS - 3 OR MORE UNITS (MULTI-FAMILY): Enter the ampere rating of the service main breaker or fuse (includes all wiring)			
Fee Description	Amp	Fee	Total
Issuance Fee (for each permit)			\$30.00
Single Phase Service/per Amp		.60 ea	
Three Phase Service/per Amp		.90 ea	
Total			

ELECTRICAL - SINGLE-FAMILY DWELLING, COMMERCIAL and INDUSTRIAL, ALL REMODELS & ADDITIONS: Enter the number of circuits to be installed in each size of fuse or breaker, counting each feeder and service as a circuit.			
Fee Description	No.	Fee	Total
Issuance Fee (for each permit)			\$30.00
15 or 20 Amp - First 5 Circuits		5.00 ea	
15 or 20 Amp - Second 5 Circuits		4.00 ea	
15 or 20 Amp - Next 90 Circuits		3.00 ea	
15 or 20 Amp - Over 100 Circuits		1.50 ea	
25 to 45 Amp Circuits		7.00 ea	
50 to 175 Amp Circuits		10.00 ea	
200 Amp and Larger Circuits		16.00 ea	
Temporary Service		35.00 ea	
Temporary Pole		35.00 ea	
Other Electrical Fees		10.00 ea	
Total			

MECHANICAL			
Fee Description	No.	Fee	Total
Issuance Fee (for each permit)			\$30.00
Furnaces up to 100,000 BTU		12.00 ea	
Furnaces > 100,000 BTU		15.00 ea	
Floor Furnace & Vent		12.00 ea	
Heater (Wall or Floor)		12.00 ea	
Appliance Vent (Only)		6.50 ea	
Refr Comp up to 15hp		25.00 ea	
Refr Comp to 15hp (Each Addtl.)		10.00 ea	
Refr Comp More Than 15hp		45.00 ea	
Boiler up to 100k BTU		12.00 ea	
Boiler > 100k - 500k BTU		23.00 ea	
Boiler >500k - 1,000k BTU		32.00 ea	
Boiler >1,000k - 1,750 BTU		47.00 ea	
Boiler More Than 1,750 BTU		78.00 ea	
Fan Coil Unit		9.00 ea	
Heat Pump (Package Unit)		9.00 ea	
Air Handler w/ducts to 10k CFM		9.00 ea	
Air Handler More Than 10k CFM		15.00 ea	
Duct Work Only		15.00 ea	
Evaporative Cooler		9.00 ea	
Make-up Air System		9.00 ea	
Vent Fan (Single Duct)		6.00 ea	
Vent System		9.00 ea	
Exhaust Hood & Duct		20.00 ea	
Non-residential Incinerator		60.00 ea	
Refr Condenser Remote		9.00 ea	
Walk-in Box/Refrig Coil		9.00 ea	
Other Mechanical Fees		10.00 ea	
Total			

Phone: _____

Contact Person's Name: _____

SCHOOL FEES

November 2006

Government Code 65995 and Education Code 17620 permit School Districts to collect developer fees for residential buildings and commercial or industrial buildings. School fee payment forms are available at the City of Escondido Building Division. These forms must be signed by Building Division staff prior to payment of fees at the School District office. Validated receipts must be returned to the Building Division prior to issuance of Building Permit.

ESCONDIDO UNION SCHOOL DISTRICT
AND
ESCONDIDO UNION HIGH SCHOOL DISTRICT

For further information as to the amount of fees and school of residence for your project, please contact The Carilyn Gilbert Education Center, Facilities Department, 2310 Aldergrove Ave, Escondido, CA 92029, (760) 432-2382.

- Form of payment of these fees will be by cashier's check, official bank check or cash. These are the only forms of payment accepted. (Personal or business checks are not acceptable and cash must be in the exact amount. Change is not available at the education center office). Suggest applicant contact the Education Center for the most current information.
- Please contact the Education Center for Hours of collection.

ART IN PUBLIC PLACES FEE (PUBLIC ART)

Please refer to Page A1 for Important Fee information

All development projects, both residential and nonresidential, are subject to the payment of the Art Fee at Building Permit issuance.

In lieu of paying the fee, applicants are encouraged to place public art on their property following the Public Art Commission guidelines. Applicants interested in this approach should contact the Public Art Consultant, Susan Pollack, Community Services Department, at (760) 839-4331 in the early design stages of their projects.

The Art Fee is currently \$0.30/sq. ft. of building area, with the following exceptions:

1. Tenant improvements with no added building area.
2. The first 1,800 sq. ft. of any structure. This exception shall not apply on an individual basis to structures which are part of a larger integrated complex (commercial, industrial and multi-family residential), but shall apply only to the first 1,800 sq. ft. of the complex.
3. For a new SFD, the 1,800 sq. ft. exemption shall apply to each detached structure.
4. Residential additions, patio covers, gazebos, etc. (except for work which results in an additional dwelling unit)

For additions to existing buildings, the following shall apply:

- If the existing building is 1,800 sq. ft. or greater, all of the new addition is subject to the fee.
- If the existing building is less than 1,800 sq. ft., add the area of the existing to the area of the new addition. That portion of the total over 1,800 sq. ft. is subject to the fee.

If this were part of an existing complex of buildings (commercial, industrial and multi-family residential) and one of the buildings was 1,800 sq. ft. or larger, exception #2 above would be utilized and the addition would be subject to fees for the full square footage.

For existing multi-building (commercial, industrial and multi-family residential) complexes in which a new building is being added, exception #2 would again be utilized with the 1,800 sq. ft. being applied to one of the existing buildings.

TRAFFIC FEE LOCAL/TRAFFIC FEE RTCIP SCHEDULE

RESIDENTIAL (Fee Per Unit)	RTCIP	TRAFFIC
	TRAFFIC FEE REGIONAL	FEE LOCAL
Single Family	\$2,357.00	\$ 850.00
Duplex	\$2,357.00	\$ 850.00
Triplex	\$2,357.00	\$ 510.00
Apartment	\$2,357.00	\$ 510.00
Senior Apartment	\$2,357.00	\$ 425.00
Condo/Townhouse	\$2,357.00	\$ 680.00
Mobilehome/Family	\$2,357.00	\$ 425.00
Mobilehome/Adult	\$2,357.00	\$ 255.00
Retirement Community	\$2,357.00	\$ 340.00
LODGING (Fee per room)		
Hotel (w/convention facilities/restaurant)		\$ 420.00
Motel		\$ 378.00
Resort Hotel		\$ 336.00
COMMERCIAL/RETAIL (Fee per s.f. of Bldg. Area)		
Super Regional Center (>80 acres, >800,000 s.f.)		\$ 1.47
3+ Majors		
Regional Center (40-80 acres, 400-800,000 s.f.)		\$ 2.10
2+ Majors		
Community Center (15-40 acres, 125-400,000 s.f.)		\$ 3.36
1+ Major		
Neighborhood Center (<15 acres, less than 125,000 s.f.) w/grocery, drug store, etc.		\$ 5.04
Commercial Shops		
Specialty Retail/Strip		
Commercial		\$ 1.68
Supermarket		\$ 6.30
Convenience Market (15-16 hours)		\$ 21.00
(24 hours)		\$ 29.40
W/gas pumps		\$ 35.70
Discount Club/Store		\$ 2.52
Furniture Store		\$ 0.25
Lumber Store		\$ 1.26
Hardware/Paint Store		\$ 2.52
Garden Nursery		\$ 1.68
OFFICES (Fee per s.f. of Bldg. Area)		
Less than 100,000 s.f.		\$ 0.84
More than 100,000 s.f.		\$ 0.71
Single Tenant Office		\$ 0.59
Corporate Headquarters		\$ 0.29
Government		\$ 1.26
Medical/Dental		\$ 2.10
FINANCIAL (Fee per s.f. of Bldg. Area)		
Bank (Walk-In Only)		\$ 6.30
W/Drive Thru		\$ 8.40
Drive Thru Only (Per Lane)		\$10,500.00
Savings & Loan		\$ 2.52
Drive Thru Only (Per Lane)		\$4,200.00

INDUSTRIAL (Fee Per s.f. of Bldg. Area)	TRAFFIC FEE LOCAL
Industrial/Business Park (commercial included)	\$ 0.67
Industrial Park (no commercial)	\$ 0.34
Industrial Plant (multiple shifts)	\$ 0.42
Manufacturing/Assembling	\$ 0.17
Warehousing	\$ 0.21
Storage	\$ 0.08
Science Research &Development	\$ 0.34
AUTOMOTIVE	
Car Wash	
Automatic (Per Site)	\$37,800.00
Self-Serve (Per Stall)	\$ 4,200.00
Gasoline (per vehicle fueling space)	
W/Food Mart	\$ 6,720.00
W/Food Mart & Car Wash	\$ 6,510.00
Older Service Station Design	\$ 6,300.00
Sales (Dealer & Repair) (Per s.f.)	\$ 2.10
Auto Repair Center (Per s.f.)	\$ 0.84
RECREATIONAL	
RV Park (Per Space)	\$ 252.00
Bowling Center (Per Lane)	\$ 1,260.00
Campground (Per Campsite)	\$ 168.00
Golf Course (Per Acre)	\$ 294.00
Racquetball/Health Club (Per s.f. of Bldg. Area)	\$ 1.26
Tennis Courts (Per Court)	\$ 1,260.00
Theater (Per Seat)	\$ 76.00
RESTAURANTS (Fee per s.f. of Bldg. Area)	
Quality	\$ 4.20
Sit Down, High Turnover	\$ 6.72
Fast Food with Drive-Thru	\$ 27.30
Fast Food without Drive-Thru	\$ 29.40
Delicatessen	\$ 6.30
CHURCH	
Per s.f. of Building Area	\$ 0.38
EDUCATION (Fee per student))	
High School	\$ 55.00
Middle/Junior High	\$ 59.00
Elementary	\$ 67.80
Day Care	\$ 210.00
HOSPITAL	
Per Bed	\$ 840.00
CARE FACILITIES	
Convalescent (Per Bed)	\$ 840.00
Intermediate (Per Bed)	\$ 840.00
Congregate Care (Per Bed)	\$ 105.00

All trip rates from SANDAG's Guide of Vehicular Traffic Generation Rates for the SD Region.

TRAFFIC FEE: \$285/ADT – residential, \$42/ADT – non-residential.

CONNECTION AND REGIONAL FEE SCHEDULE

RESIDENTIAL	WATER CONNECTION	WASTEWATER CONNECTION
Detached SFD.....	See schedule below (based on water meter size) ⁴	\$7,500
Attached Dwelling Units (Includes single family dwellings, town houses, condos, apartments, triplexes & duplexes)		
Units with 3 or more bedrooms (per unit)	3,510 ⁴	7,500
Units with less than 3 bedrooms (per unit)	3,510 ⁴	5,625
Mobilehome (in mobilehome park).....	3,510 ⁴	5,625
Senior Apartment (per unit).....	2,340 ⁴	3,750
Hotel (per room)	See schedule below	2,250
Motel (per room).....	(based on water meter size)	2,925
Convalescent Home (per bed)		938
Assisted Care Facility (per bed)		1,875
R. V. Park (per space).....		1,875

FEE PER SQ. FT.

COMMERCIAL/INDUSTRIAL	WATER CONNECTION	*WASTEWATER CONNECTION
Retail	See schedule below (based on water meter size) ⁴	\$1.28
Retail (<u>one tenant</u> over 10,000 sq. ft.).....		.42
Office		1.28
Medical/Dental		3.00
Industrial.....		.63
Industrial (<u>one tenant</u> over 10,000 sq. ft.)42

*The minimum fee for new building construction is 1 EDU - \$7,500

WATER METER	WATER CONNECTION FEE	**SDCWA CAPACITY CHARGE	WATER TREATMENT CAPACITY CHARGE
3/4" meter	\$ 4,690	\$ 4,840	\$ 123
1" meter	\$ 7,930	\$ 7,744	\$ 197
1-1/2" meter	\$ 15,640	\$ 14,520	\$ 369
2" meter	\$ 25,340	\$ 25,168	\$ 640
3" meter	\$ 46,780	\$ 46,464	\$1,181
4" meter	\$ 78,940	\$ 79,376	\$2,017
6" meter	\$157,890	\$145,200	\$3,690
8" meter	\$252,620	\$251,680	\$6,396

NOTES:

- For sewer lateral charges contact the Engineering Department at 839-4651.
 - For water meter charges contact the Finance Department, Utility Billing, at 839-4682.
 - One Wastewater (sewer) Connection Right = 1 EDU (Equivalent Dwelling Unit, 250 GPD) = \$7,500
One Water Connection Right = 1 EDU (Equivalent Dwelling Unit, 750 GPD) = \$4,690
 - Based upon a common meter installation. If a separate meter is proposed for each dwelling unit, tenant, or business, connection fee is determined by the meter size.
 - SFD with domestic fire sprinklers usually require a minimum 1" meter with an approved RP device.
- ** Currently collected with water meter charges.

CONNECTION AND REGIONAL FEE SCHEDULE**HIGH USE/SPECIAL USE (Fee Per Seat unless otherwise noted)**

	WATER CONNECTION	*WASTEWATER CONNECTION
Full Service Restaurant.....		\$436.00
Family Restaurant	See schedule on	391.00
Cafe	page 19 (based	329.00
Specialty Restaurant (china service)	on water meter	256.00
Pizza (paper service)	size)	211.00
Deli		211.00
Fast Food (paper service)		540.00
Donut/Ice Cream/Specialty Shops		256.00
Bars/Pubs/Lounges		436.00
Theaters		45.00
Assembly: General.....		45.00
Church/Sanctuary		15.00
Day Care/School (no cafeteria or gym)...		346.00/student
Day Care, School with Gym/Showers		495.00/student
Supermarket.....		0.87/sq. ft.
Convenience Market		1.70/sq. ft.
Convenience Market (with Deli)		2.11/sq. ft.
Laundry for Apts./Condos		-0-
<u>INTENSIVE USE EXAMPLES:</u>		
Laundry		5,371.00/machine ³
Car Wash:		
Self-Serve		17,129.00/bay
Automatic		157,618.00/site

* The minimum fee for new building construction is 1 EDU - \$7,500

NOTE:

1. High or Intensive use facilities not listed, such as breweries, will be determined on an individual basis.
2. Car wash fees may be adjusted if a recycle system is installed.
3. Calculation of fees for Laundromats based on EDU's in addition to per-machine rate.

EXAMPLE #1 – “DETACHED” SINGLE-FAMILY DWELLING with air conditioning

PROJECT DATA:

PROJECT VALUATION

2,600 sq. ft., 3 bedroom house (w/Fire Sprinklers, City Ord.)
 600 sq. ft. garage

2,600 sq. ft. x \$82.80/sq. ft. = \$215,280
 600 sq. ft. x \$22.80/sq. ft. = 13,680

(Applies to individual detached SFD's on a single lot or parcel
 and one-lot condos w/detached SFD's)

Valuation = \$228,960

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee.....	\$850.98
State Disabled Access Regulation Plan Check Surcharge Fee	N/A
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	-----
Planning Division - Building Plan Review Fee	195.00
Fire Department - Building Plan Review Fee.....	150.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee.....	1,309.20
State Disabled Access Regulation Inspection Surcharge Fee	N/A
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	-----
Plumbing Permit Fee (estimate)	110.00
Electrical Permit Fee (estimate).....	111.00
Mechanical Permit Fee (estimate)	83.00
Water Connection Fee (based on a minimum 1" meter for fire sprinklers).....	7,930.00
Wastewater Connection Fee.....	7,500.00
Traffic-Fee Regional (RTCIP)	2,357.00
Traffic-Fee Local	850.00
Public Facility Fee	4,533.00
Park Fee.....	4,129.00
Drainage Facilities Fee	1,071.00
Region of Influence Infrastructure Deposit Fee (if in Region of Influence)	1,500.00
SMIP Fee	22.90
GREEN BUILDING FEE (California State Fee)	10.00
Art in Public Places Fee.....	420.00
Citywide Facilities Plan Reimbursement Fee.....	58.00
Microfilming Fee (estimate).....	25.00
CATV Fee.....	N/A
School Fees (School District).....	-----
SDCWA Capacity Charge (based on 1" water meter. Paid at time of meter purchase)	7,744

TOTAL FEES **\$40,952.08**

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

EXAMPLE #2 - DUPLEX

<u>PROJECT DATA:</u>	<u>PROJECT VALUATION</u>	
Duplex - 2 units @ 1,100 sq. ft. each, 2 bedroom, 2 bath	2,200 sq. ft. x \$78/sq. ft. =	\$171,600
800 sq. ft. garage	800 sq. ft. x \$21/sq. ft. =	<u>16,800</u>
	Valuation =	\$188,400

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee.....	\$741.48
State Disabled Access Regulation Plan Check Surcharge Fee	N/A
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	-----
Planning Division - Building Plan Review Fee	195.00
Fire Department - Building Plan Review Fee	150.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee.....	1,141.20
State Disabled Access Regulation Inspection Surcharge Fee	N/A
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	-----
Plumbing Permit Fee (estimate)	222.00
Electrical Permit Fee (estimate)	155.00
Mechanical Permit Fee (estimate)	104.00
Water Connection Fee (\$3,510 x 2)	7,020.00
Wastewater Connection Fee (\$5,625 x 2)	11,250.00
Traffic Fee-Regional (RTCIP) (\$2,357 x 2)	4,714.00
Traffic Fee-Local (\$850 x 2)	1,700.00
Public Facility Fee (\$4,533 x 2)	9,066.00
Park Fee (\$4,129 x 2)	8,258.00
Drainage Facilities Fee (\$428 x 2)	856.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	18.84
GREEN BUILDING FEE	8.00
Art in Public Places Fee	360.00
Citywide Facilities Plan Reimbursement Fee (\$58 x 2)	116.00
Microfilming Fee (estimate)	25.00
CATV Fee.....	10.00
School Fees (School District).....	-----
SDCWA Capacity Charge (based on 1" water meter. Paid at time of meter purchase)	
.....	7,744
	<hr/>
TOTAL FEES	\$53,854.52

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

EXAMPLE #3 - APARTMENT BUILDING

<u>PROJECT DATA:</u>	<u>PROJECT VALUATION</u>		
6 unit apartment building - 850 sq. ft. /unit, 2 bedroom, 1 bath, (w/AC & Fire Sprinklers)	850 sq. ft. x 6 x (\$69+\$3+\$1.80) =	\$376,380	
1,200 sq. ft. attached carport	1,200 sq. ft. x \$14	=	<u>16,800</u>
	Valuation	=	\$393,180

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee.....	\$1,409.88
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	-----
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	-----
Planning Division - Building Plan Review Fee	1,100.00
Fire Department - Building Plan Review Fee.....	275.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee.....	2,169.05
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	-----
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	-----
Plumbing Permit Fee (estimate)	216.00
Electrical Permit Fee (estimate)	390.00
Mechanical Permit Fee (estimate)	213.00
Water Connection Fee (\$3,510 x 6)	21,060.00
Wastewater Connection Fee (\$5,625 x 6)	33,750.00
Traffic Fee-Regional (RTCIP) (\$2,357 x 6)	14,142.00
Traffic Fee-Local (\$510 x 6)	3,060.00
Public Facility Fee (\$4,533 x 6).....	27,198.00
Park Fee (\$4,129 x 6)	24,774.00
Drainage Facilities Fee (\$428 x 6)	2,568.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	39.32
GREEN BUILDING FEE	16.00
Art in Public Places Fee.....	1,350.00
Citywide Facilities Plan Reimbursement Fee (\$58 x 6)	348.00
Microfilming Fee (estimate)	75.00
CATV Fee.....	10.00
School Fees (School District).....	-----
SDCWA Capacity Charge (based on 1 1/2" water meter. Paid at time of meter purchase)	14,520.00
TOTAL FEES	\$148,683.25

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

EXAMPLE #4 - CONDOMINIUM PROJECT

<u>PROJECT DATA:</u>	<u>PROJECT VALUATION</u>
32 unit condominium project	1,200 sq. ft. x 4 x \$69 = \$331,200
8 buildings/4 units each building @ 1,200 sq. ft./unit	400 sq. ft. x 4 x \$21 = <u>33,600</u>
3 bedrooms, & 2 baths/unit	
Attached garages @ 400 sq. ft./unit	Building Valuation = \$364,800
This example does not apply to detached single family dwellings on a "one lot-condo map". Please refer to Example No.1 for fees.	Project Valuation (x 8) = \$2,918,400

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee.....	\$10,592.96
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	-----
Planning Division - Building Plan Review Fee	1,100.00
Fire Department - Building Plan Review Fee (\$275x8)	2,200.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	16,296.80
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	-----
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	-----
Plumbing Permit Fee (estimate - \$202 x 8)	1,616.00
Electrical Permit Fee (estimate - \$270 x 8)	2,160.00
Mechanical Permit Fee (estimate - \$133 x 8)	1,064.00
Water Connection Fee (\$3,510 x 32)	112,320.00
Wastewater Connection Fee (\$7,500 x 32)	240,000.00
Traffic Fee-Regional (RTCIP) (\$2,357 x 32)	75,424.00
Traffic Fee-Local (\$680 x 32)	21,760.00
Public Facility Fee (\$4,533 x 32)	145,056.00
Park Fee (\$4,129 x 32)	132,128.00
Drainage Facilities Fee (\$428 x 32)	13,696.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	291.84
GREEN BUILDING FEE	117.00
Art in Public Places Fee	14,820.00
Citywide Facilities Plan Reimbursement Fee (\$58 x 32)	1,856.00
Microfilming Fee (estimate)	150.00
CATV Fee	32.00
School Fees (School District)	-----
SDCWA Capacity Charge (based on 2" water meter. Paid at time of meter purchase)	
.....	25,168.00

TOTAL FEES	\$817,848.60
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Ordinance No. 2016-16

Exhibit D

Revised 2-4-2016

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NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

EXAMPLE #5 - INDUSTRIAL BUILDING

<u>PROJECT DATA:</u>	<u>PROJECT VALUATION</u>		
4,000 sq. ft. industrial building (manufacturing/assembly)	4,000 sq. ft. x \$35	=	\$140,000
	Valuation	=	\$140,000

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee.....	\$658.68
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	-----
Planning Division - Building Plan Review Fee	1,100.00
Fire Department - Building Plan Review Fee.....	275.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee.....	\$1,013.35
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	-----
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	-----
Plumbing Permit Fee.....	*
Electrical Permit Fee	*
Mechanical Permit Fee	*
Water Connection Fee (based on 3/4" meter)	4,690.00
Wastewater Connection Fee (minimum 1 EDU)	7,500.00
Traffic Fee-Regional (RTCIP)	N/A
Traffic Fee-Local (\$0.17 x 4,000 sq. ft.)	680.00
Public Facility Fee (\$1.61 x 4,000 sq. ft.).....	6,440.00
Park Fee.....	N/A
Drainage Facilities Fee (\$0.70 x 4,000 sq. ft.)	2,800.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	29.40
GREEN BUILDING FEE	6.00
Art in Public Places Fee	660.00
Citywide Facilities Plan Reimbursement Fee.....	N/A
Microfilming Fee (estimate).....	75.00
CATV Fee.....	N/A
School Fees (School District).....	-----
SDCWA Capacity Charge (based on 1" water meter. Paid at time of meter purchase)	7,744.00
TOTAL FEES	\$30,608.43

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

*Fee based on specific plumbing, electrical and mechanical work involved. (See pg. 15)

EXAMPLE #6 - OFFICE BUILDING

<u>PROJECT DATA:</u>	<u>PROJECT VALUATION</u>		
5,000 sq. ft. office building	5,000 sq. ft. x \$57	=	\$285,000
	Valuation	=	\$285,000

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee.....	\$1,087.52
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	-----
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	-----
Planning Division - Building Plan Review Fee	1,100.00
Fire Department - Building Plan Review Fee.....	275.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee.....	1,673.10
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	-----
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	-----
Plumbing Permit Fee.....	*
Electrical Permit Fee	*
Mechanical Permit Fee	*
Water Connection Fee (based on 3/4" meter)	4,690.00
Wastewater Connection Fee (1 EDU minimum).....	7,500.00
Traffic Fee-Regional (RTCIP)	N/A
Traffic Fee (\$0.84 x 5,000 sq. ft.).....	4,200.00
Public Facility Fee (\$2.13 x 5,000 sq. ft.).....	10,650.00
Park Fee.....	N/A
Drainage Facilities Fee (\$0.70 x 5,000 sq. ft.)	3,500.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	59.85
GREEN BUILDING FEE	12.00
Art in Public Places Fee (5,000 sq. ft. - 1,800 sq. ft. x \$0.30).....	960.00
Citywide Facilities Plan Reimbursement Fee.....	N/A
Microfilming Fee (estimate).....	75.00
CATV Fee.....	N/A
School Fees (School District).....	-----
SDCWA Capacity Charge (based on 1" water meter. Paid at time of meter purchase)	7,744.00
TOTAL FEES	\$43,526.47

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

*Fee based on specific plumbing, electrical and mechanical work involved. (See pg. 15)

EXAMPLE #7 - MEDICAL/DENTAL OFFICE BUILDING**PROJECT DATA:****PROJECT VALUATION**

4,000 sq. ft. Medical/Dental Office Building	4,000 sq. ft. x \$76.60	=	\$306,400
	Valuation	=	\$306,400

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee.....		\$1,152.58
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)		
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)		-----
Planning Division - Building Plan Review Fee		1,100.00
Fire Department - Building Plan Review Fee		275.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee		1,773.20
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)		-----
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)		-----
Plumbing Permit Fee		*
Electrical Permit Fee		*
Mechanical Permit Fee		*
Water Connection Fee (based on 3/4" meter)		4,690.00
Wastewater Connection Fee (\$3.00 x 4,000 sq. ft.)		12,000.00
Traffic Fee-Regional (RTCIP)		N/A
Traffic Fee-Local (\$2.10 x 4,000 sq. ft.)		8,400.00
Public Facility Fee (\$2.13 x 4,000 sq. ft.)		8,520.00
Park Fee		N/A
Drainage Facilities Fee (\$0.70 x 4,000 sq. ft.)		2,800.00
Region of Influence Infrastructure Deposit Fee		N/A
SMIP Fee		64.34
GREEN BUILDING FEE		13.00
Art in Public Places Fee		660.00
Citywide Facilities Plan Reimbursement Fee.....		N/A
Microfilming Fee (estimate).....		75.00
CATV Fee.....		N/A
School Fees (School District).....		-----
SDCWA Capacity Charge (based on 1" water meter) . Paid at time of meter purchase		7,744.00
	TOTAL FEES	\$49,267.12

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

*Fee based on specific plumbing, electrical and mechanical work involved. (See pg. 15)

EXAMPLE #8 - INDUSTRIAL BUILDING ADDITION**PROJECT DATA:**

1,000 sq. ft. addition to an existing 8,000 sq. ft. building
 Development Fees apply to the added building area only.
 (See page 5) (This example does not require a larger
 water meter).

PROJECT VALUATION

1,000 sq. ft. x \$35 = \$35,000
 Valuation = \$35,000

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee.....	\$267.87
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	
.....	-----
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	-----
Planning Division - Building Plan Review Fee	380.00
Fire Department - Building Plan Review Fee.....	100.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee.....	412.10
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	-----
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	-----
Plumbing Permit Fee (no additional plumbing)	0
Electrical Permit Fee (estimate - 4 circuits)	50.00
Mechanical Permit Fee (no additional mechanical)	0
Water Connection Fee (no increase in meter size)	0
Wastewater Connection Fee (\$0.63/sf x 1000 sf).....	630.00
Traffic Fee-Regional (RCTCIP).....	N/A
Traffic Fee- Local (\$0.34/sf x 1000 sf)	340.00
Public Facility Fee (\$1.61/sf x 1000 sf)	1610.00
Park Fee.....	N/A
Drainage Facilities Fee (\$0.70/sf x 1000 sf)	700.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	7.35
GREEN BUILDING FEE	2.00
Art in Public Places Fee (\$0.30/sf x 1000 sf)	300.00
Citywide Facilities Plan Reimbursement Fee.....	N/A
Microfilming Fee (estimate).....	25.00
CATV Fee.....	N/A
School Fees (School District).....	-----
SDCWA Capacity Charge	0
TOTAL FEES	\$4,824.32

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

EXAMPLE #9 - TENANT IMPROVEMENT

PROJECT DATA:

60 seat pizza restaurant in existing 1,800 sq. ft. retail tenant space; FEE INCENTIVE - see page 5 estimate)

PROJECT VALUATION

Valuation = \$30,000 (contractor

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee.....	\$240.40
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	-----
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	-----
Planning Division - Building Plan Review Fee	380.00
Fire Department - Building Plan Review Fee.....	100.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee.....	369.85
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	-----
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	-----
Plumbing Permit Fee.....	*
Electrical Permit Fee	*
Mechanical Permit Fee	*
Water Connection Fee (no increase in water meter or sewer line sizes)	0
Wastewater Connection Fee (no increase in water meter or sewer line sizes)	0
Traffic Fee-Regional (RTCIP) (no added parking)	N/A
Traffic Fee- Local (no added parking).....	0
Public Facility Fee	N/A
Park Fee.....	N/A
Drainage Facilities Fee	0
Region of Influence Infrastructure Deposit Fee (if in Region of Influence)	N/A
SMIP Fee	6.30
GREEN BUILDING FEE	2.00
Art in Public Places Fee	N/A
Citywide Facilities Plan Reimbursement Fee.....	N/A
Microfilming Fee (estimate).....	5.00
CATV Fee.....	N/A
School Fees (School District).....	-----
SDCWA Capacity Charge (no increase in water meter size)	0

TOTAL FEES **\$1,103.55****

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

*Fee based on specific plumbing, electrical and mechanical work involved. (See pg. 15)

**Plus plumbing, electrical and mechanical permit fees, if applicable.

FEE WORKSHEET

PROJECT DATA:

PROJECT VALUATION

Note: If you are unsure of the applicable fees please contact Building Division counter staff for assistance.

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee.....
 State Disabled Access Regulation Plan Check Surcharge Fee
 State Energy Regulation Plan Check Surcharge Fee.....
 Planning Division - Building Plan Review Fee
 Fire Department - Building Plan Review Fee.....

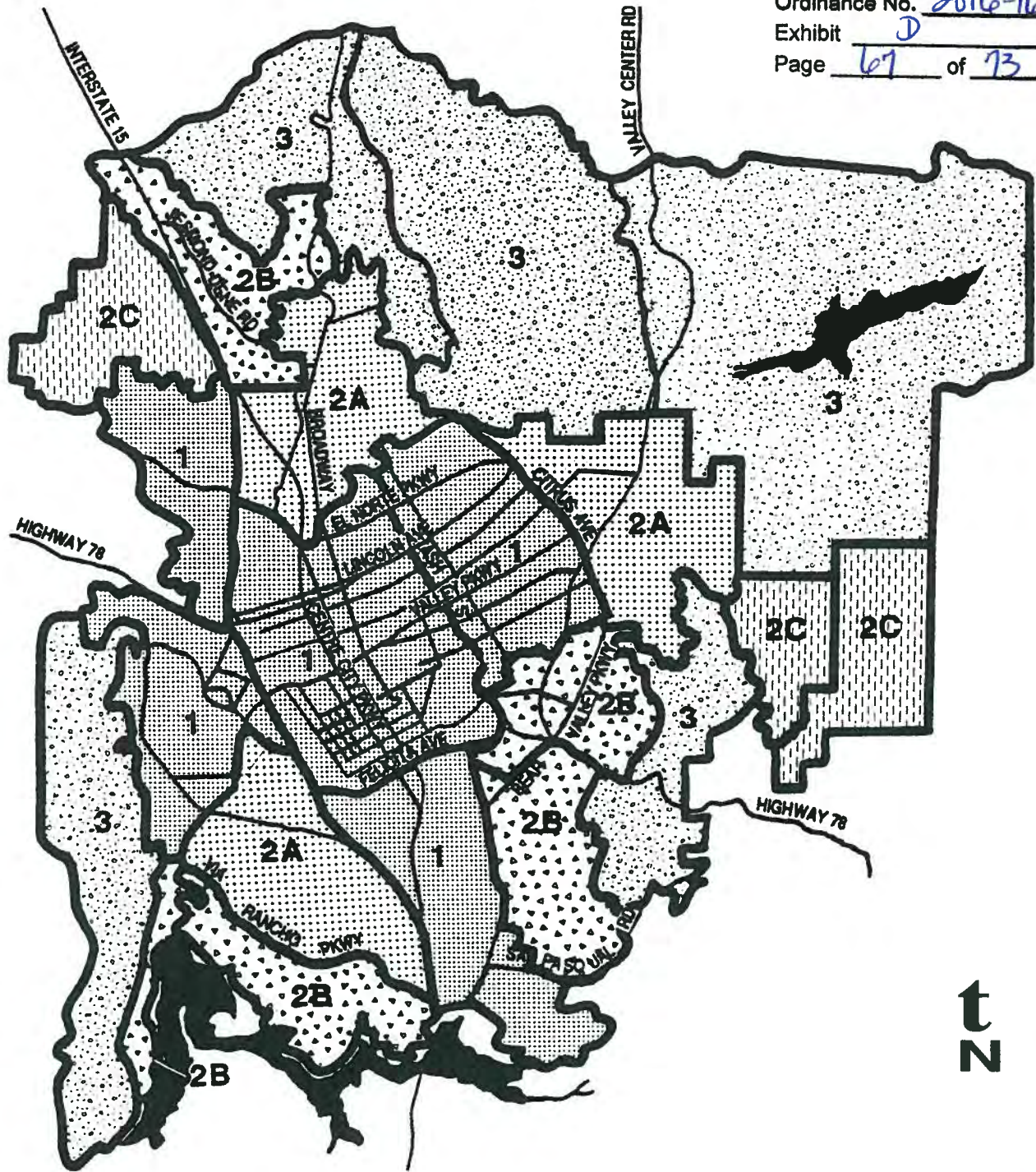
FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee
 State Disabled Access Regulation Inspection Surcharge Fee
 State Energy Regulation Inspection Surcharge Fee.....
 Plumbing Permit Fee.....
 Electrical Permit Fee
 Mechanical Permit Fee
 Water Connection Fee
 Wastewater Connection Fee.....
 Traffic Fee-Regional (RTCIP)
 Traffic Fee-Local
 Public Facility Fee
 Park Fee.....
 Drainage Facilities Fee
 Region of Influence Infrastructure Deposit Fee
 SMIP Fee

GREEN BUILDING FEE

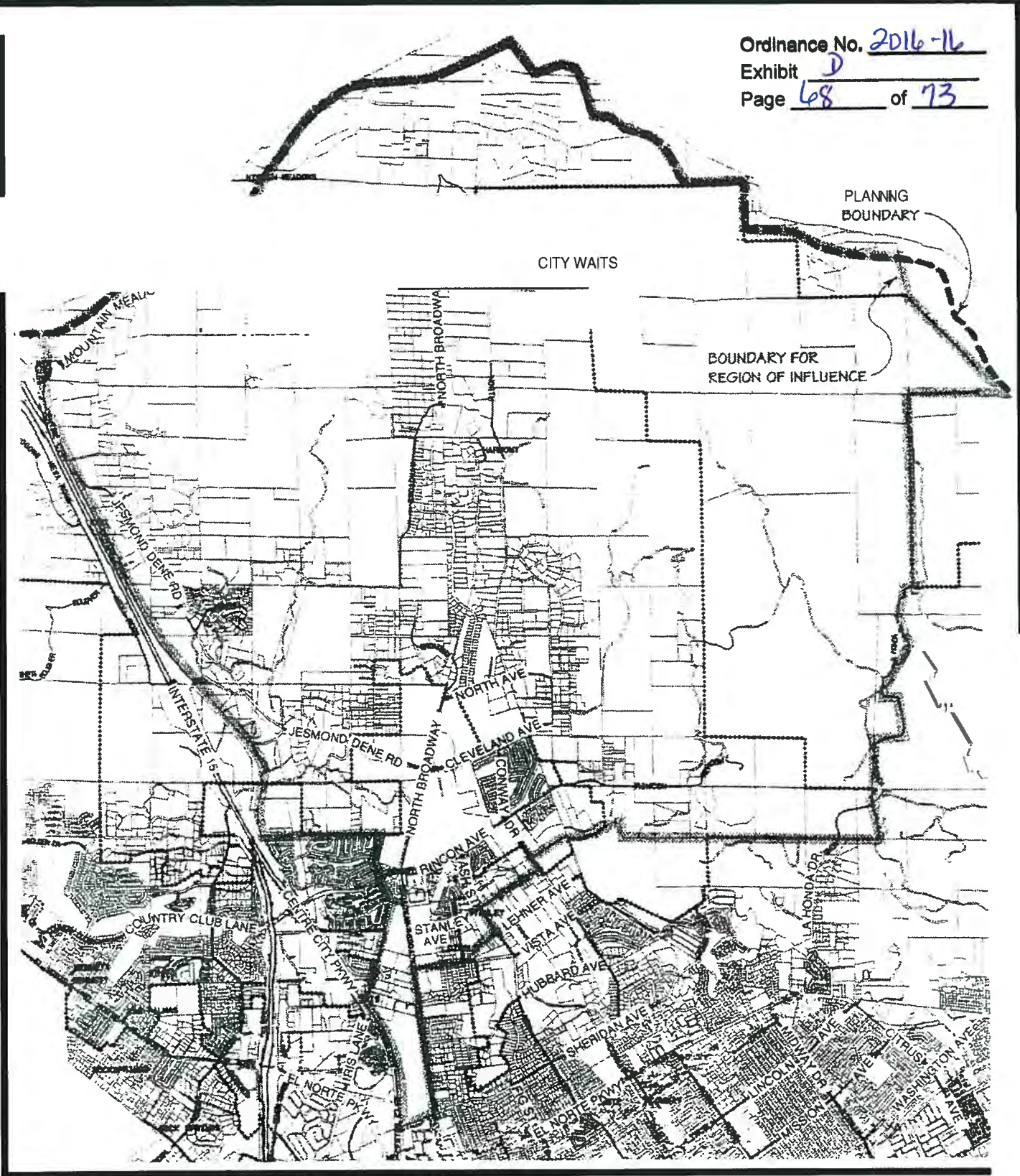
Art in Public Places Fee
 Citywide Facilities Plan Reimbursement Fee.....
 Microfilming Fee
 CATV Fee.....
 School Fees (payable to School District)
 SDCWA Capacity Charge

TOTAL FEES \$ _____



GROWTH MANAGEMENT TIERS

Figure V/-1



REGION OF INFLUENCE

Permit Processing Fee Waivers for Targeted Commercial Areas

The South Escondido Boulevard and East Valley Parkway Commercial Corridors and the Downtown Revitalization Area*

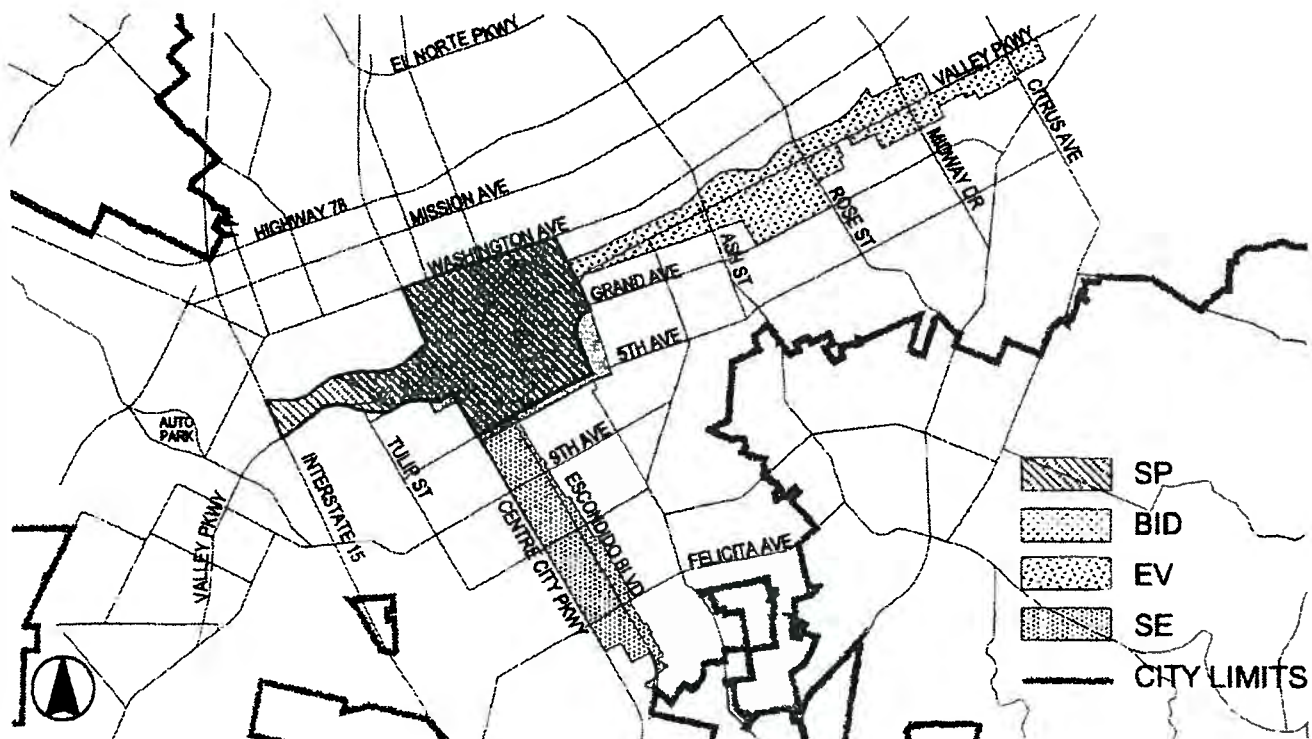
The following processing and permit fees will be waived to encourage improvement and enhancements of existing and expanding businesses located in the above areas:

- Minor Plot Plan Review – \$250
- Plan Project Review – Up to \$200
- Landscape Plan Check – Up to \$250
- Sign Permit – \$25
- Façade Improvements (façade renovation, exterior lighting, awning, etc.) – Up to \$200
- Design Review Fee – \$100
- Engineering/Public Works Department Encroachment Permit – \$100
- Building Division Sign Permit Fee – Up to \$50
- Building Division Awning Permit Fee – Up to \$100

Criteria for granting the waivers:

- The cumulative fee waiver for any single business shall not exceed \$500
- Fee waivers shall involve exterior (street visible) improvements only
- Waivers for new construction shall be limited to additions and expansions to existing businesses

*Please contact the Planning Division if you have any questions 760-839-4671.





CAPACITY CHARGE

WHO

The San Diego County Water Authority (the "Authority") was organized on June 9, 1944 for the primary purpose of importing water from the Colorado River to San Diego to augment local water supplies. The Water Authority's service area encompasses 920,472 acres (1,438 square miles). It consists of six cities, 16 special districts, one federal agency (Camp Pendleton Military Reservation), and a member of the County of San Diego Board of Supervisors also serves as a representative to the Water Authority Board of Directors. It is governed by a 34-member Water Authority Board of Directors representing the member agencies. The primary function of the Water Authority is to develop, store and transport water for use by its member agencies for delivery to each residence and business. The Water Authority supplies up to 90% of the water used within the County.

WHAT

On May 26, 2005, the Board of Directors of the Water Authority adopted Ordinance No. 2005-03. This ordinance fixes Capacity Charges on all meters purchased on or after **August 1, 2005**, within the boundaries of the Water Authority.

The System Capacity Charge for a meter size of one (1) inch or greater shall be the basic charge of \$3,985 multiplied by a **Factor** that is based upon additional meter capacity:

The **System Capacity Charge** is the cost for the conveyance and storage facilities necessary to operate the delivery system.

The **Water Treatment Capacity Charge** is the cost for the connection to the 50-mgd (million gallons per day) regional water treatment facility. The Water Treatment Capacity Charge is an additional charge of \$153 for each new meter of a size less than one inch and a corresponding increase for larger meters. The **Water Treatment Capacity Charge excludes customers from the City of Escondido**, the member agency whose jurisdiction cannot be serviced by the 50-mgd regional water treatment facility.

The member agency shall determine the size of the water meter to serve any property within its jurisdiction.

In the event an agency calculates the water demand by the Equivalent Dwelling Unit ("EDU") method, the Water Authority's System Capacity Charge and Water Treatment Capacity Charge will be collected based on the size of meter actually installed to meet flow demand.

WHY

The assessment of the System Capacity Charge and Water Treatment Capacity Charge on new development is a part of the overall Long Range Financing Plan to fund the Capital Improvement Program. The other major revenue sources are water rates, infrastructure access charges, property taxes and the water standby availability charges.

The System Capacity Charge and Water Treatment Capacity Charge represent a reasonable basis for recovery of costs associated with providing service to new connections in the Water Authority's service area through each member agency. Each member agency's rules and regulations governing the establishment of new or expanded services within its service area will be applicable to the collection of the System Capacity Charge and Water Treatment Capacity Charge for the Water Authority.

WHERE

The Water Authority's System Capacity Charge and Water Treatment Capacity Charge are to be collected from new or expanded water service on all lands within the boundaries of the Water Authority to which water is made available by the Water Authority.

The implementation of the System Capacity Charge and Water Treatment Capacity Charge is discussed in detail in Ordinance No. 2005-03, adopted on May 26, 2005. A copy of this document may be obtained from your water agency or from the San Diego County Water Authority, 4677 Overland Avenue, San Diego, CA 92123.

WHEN

Ordinance 90-2 was adopted by the Water Authority's Board of Directors with an effective date of October 1, 1990, with the provision to periodically review the rate based upon changes in the Water Authority's Capital Improvement Program. All meters for new or expanded service on or after that date are subject to Capacity Charges. The charges are collected by member agencies at the time they process and collect charges imposed by their rules and regulations for new or expanded water service. Rate adjustment, which established the current rates, was approved by the Water Authority's Board of Directors on November 30, 2006, with an effective date of January 1, 2007. Rates will increase on January 1, 2007.

FOR FURTHER INFORMATION

If you have questions that have not been answered by this fact sheet, please contact:

Finance Department
San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123

(858) 522-6673

Please visit the website at www.sdcwa.org for current information



City of Escondido Nonprofit Organization Fee Reduction Policy

The City of Escondido recognizes the importance of community based service organizations and the contributions that they make to the quality of life for its citizens. In support of the services provided by these organizations, reductions in fees associated with building permits will be granted as follows:

Qualifications:

- Must be a charitable, public benefit or religious organization. Mutual benefit organizations benefit their members and would not qualify.
- Promotes the common good and general welfare of the people of Escondido as a whole. Services provided contribute to the quality of life of the citizens of Escondido.
- Has an established history of City of Escondido community based service activities and/or will provide City of Escondido based services.
- Characteristics of community based organizations
 - Worship, spiritual growth & development
 - Day care (nonprofit)
 - Senior care (nonprofit)
 - Private schools (elementary & secondary)
 - Social service providers such as Boy Scouts, Girl Scouts, YMCA, Boys & Girls Club, Community Clinics, Family social services

Application:

- Submit a summary of all qualifications as noted above, to the Building Official, with a copy of IRS status as a 501 (c) 3 Non-profit organization.

Fee Reductions:

- For qualified organizations, a 50% reduction, with a maximum total allowable reduction not to exceed \$10,000, as applicable, will be given for connection fees (wastewater and water), development fees (public facility, Local traffic, park, drainage facility) and the art fee.
- Reductions of staff hard costs or pass-through fees will not be given. Examples include, but are not limited to, all processing fees, permit fees, state seismic fee, microfilming fee, San Diego County Water Authority Capacity Charge, etc.
- Where a property is eligible for multiple fee credits, the credit generating the greater amount shall be used.

For an estimate of project fees, please contact Building Division staff. Please provide a description of the proposed project, location, building areas & uses, etc.

Authority: City Council Resolution 2008-21(R) October 22, 2008



City of Escondido Community Energy Partnership Program

Incentives for Increased Energy Efficiencies

On September 19, 2001 the Escondido City Council approved Resolution No. 2001-209 which provides incentives for projects with increased energy efficiencies that are above current State Title 24. The incentives are:

- Expedited processing
- Reduced Plan Check and/or Permit fees

Community Energy Partnership Program (CEPP) projects requesting incentives from the City of Escondido shall submit information detailing how they meet the required criteria.

Building Division staff must be notified either prior to or at submittal for building permits if a project is requesting these incentives.

Once it is determined that the criteria are met, consideration may be given at the discretion of the Planning and Building Department/Building Division. No City Council action is required for individual projects.

For Commercial and Residential Projects:

Project owners or sponsors shall submit to the City building energy performance (Title 24) calculations completed and certified by a Certified Energy Analyst* using an acceptable computer model such as Energy Pro, MICROPAS, EQuest, DOE-2, Power DOE, HAP 3.22 etc. and present the summary data to the City with plans.

For Commercial Projects:

Projects shall exceed current California Title 24 Energy Standards by a minimum of 10%. Incentives are expedited processing and elimination of the Plan Check Fee Energy Surcharge.

For Residential Projects:

Multi-Family Projects shall exceed current California Title 24 (Residential) by a minimum of 10%. Incentives are expedited processing and elimination of the Plan Check Fee Energy Surcharge.

Single Family Homes must be ENERGY STAR® compliant. Incentives are expedited processing and elimination of Plan Check and Building Permit Fee Energy Surcharges. Project developers must provide evidence that the homes built have been issued a Home Energy Ratings (HERS)** Report and Certificate meeting these requirements, prior to final inspection approval.

*The Certified Energy Analyst Program is managed by the California Association of Building Energy Consultants (CABEC), a private, nonprofit organization that was founded in 1986 to foster the professional development of energy analysts who prepare compliance documentation for the California Code of Regulations, Title 24, Part 6. The Certified Energy Analyst (CEA) Program is officially recognized by the California Energy Commission (CEC) as the professional standard for energy compliance.

**The Home Energy Rating System (HERS) Program was established by the California Energy Commission (CEC) as required by Public Resources Code Section 25942 to establish regulations to certify home energy rating services in California. These services include field verification and diagnostic testing available through Commission-certified providers and their raters. The goal of the program is to provide reliable information to differentiate the energy efficiency levels among California homes and to guide investment in cost-effective home energy efficiency measures. More information on the Home Energy Rating System (HERS) can be found at <http://www.energy.ca.gov/HERS/index.html>. More information on home energy rating and certification services can be found at <http://www.cheers.org>.

EXHIBIT "E"
SUB 16-0001

LEGAL DESCRIPTION

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

PARCEL 1:

THAT PORTION OF LOT 5 OF BLOCK 145 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF NO. 349, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 5, THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 5, SOUTH 59°41'47" WEST A DISTANCE OF 400 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 5, SOUTH 59°41'47" WEST 132.51 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG SAID EASTERLY R/W LINE, NORTH 50°47'49" WEST 308.89 FEET; THENCE NORTHEASTERLY, LEAVING SAID R/W LINE, NORTH 39°12'11" EAST 21.96 FEET; THENCE NORTH 59°39'51" EAST 227.86 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 5 AND BEARING NORTH 28°47' 59" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 5, SOUTH 28°47' 59" EAST 297.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING A PORTION OF THE RIGHT OF WAY AND STATION GROUNDS OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWEST LINE OF GRAND AVENUE WITH THE NORTHEASTERLY LINE OF SAID RAILWAY COMPANY'S 300 FOOT WIDE RIGHT OF WAY AS SAID RIGHT OF WAY IS DESCRIBED IN DEED FROM THE ESCONDIDO LAND AND TOWN COMPANY TO CALIFORNIA CENTRAL RAILWAY COMPANY, DATED AUGUST 13, 1888, RECORDED IN BOOK 146, PAGE 196 OF DEEDS, RECORDS OF SAID COUNTY; THENCE SOUTH 4'4'30" WEST 62.69 FEET ALONG SAID NORTHWEST LINE OF GRAND AVENUE TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING SOUTH 44°30' WEST ALONG SAID NORTHWEST LINE OF GRAND AVENUE, A DISTANCE OF 125.72 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND DISTANT 23.5 FEET NORTHEASTERLY AT RIGHT ANGLES FROM THE CENTER LINE OF SAID RAILWAY COMPANY'S MAIN TRACK; THENCE NORTH 65°58' WEST ALONG SAID PARALLEL LINE 190.00 FEET; THENCE NORTH 24°02' EAST 117.77 FEET; THENCE SOUTH 65°58' EAST 233.95 FEET, MORE OR LESS, TO POINT OF BEGINNING,

EXCEPTING THEREFROM, UNTO SANTA FE, ITS SUCCESSORS AND ASSIGNS, ALL OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING NOT LESS THAN ONE HUNDRED (100) FEET BELOW THE SURFACE OF THE HEREINABOVE DESCRIBED REAL PROPERTY, PROVIDED, THAT SANTA FE, ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT TO GO UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF EXTRACTING SAID OIL, GAS, OR OTHER HYDROCARBON AND MINERAL SUBSTANCES, NOR FOR ANY PURPOSE IN CONNECTION THEREWITH, BUT SHALL HAVE THE RIGHT TO EXTRACT AND REMOVE SAID OIL, GAS, AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BY MEANS OF SLANT-DRILLED WELLS LOCATED ON ADJACENT OR NEARBY LAND, OR BY ANY OTHER MEANS WHICH SHALL NOT REQUIRE ENTRY UPON THE SURFACE OF SAID REAL PROPERTY. BY DEED RECORDED OCTOBER 8, 1951 IN BOOK 4257 PG 228 OF OFFICIAL RECORDS.

PARCEL 3:

LEGAL DESCRIPTION
(continued)

THAT PORTION OF THE SUBDIVISION OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN THE BOUNDARY OF THE 300 FOOT STRIP OF LAND OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, LYING NORTHWESTERLY LINE OF GRAND AVENUE AS SAID 300 FOOT STRIP IS SHOWN ON SHEET 4 OF MISCELLANEOUS MAP NO. 41, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JANUARY 10, 1922, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH WEST LINE OF GRAND AVENUE WITH THE NORTHEASTERLY LINE OF SAID RAILWAY COMPANY'S 300 FOOT WIDE RIGHT OF WAY AS SAID RIGHT OF WAY IS DESCRIBED IN DEED FROM THE ESCONDIDO LAND AND TOWN COMPANY TO CALIFORNIA CENTRAL RAILWAY COMPANY, DATED AUGUST 13, 1888, RECORDED IN BOOK 146, PAGE 196 OF DEEDS, RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY ALONG SAID NORTHWEST LINE OF GRAND AVENUE, SOUTH 59°41'47" WEST (RECORD SOUTH 44°30' WEST) 62.69 FEET TO THE MOST EASTERLY CORNER OF LAND DESCRIBED IN DEED TO HAROLD DEWALL, ET UX, FILED IN THE OFFICE OF SAID COUNTY RECORDER, FEBRUARY 22, 1973, AS FILE NO. 73-046209; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID DEWALL LAND, NORTH 50°46'13" WEST (RECORD NORTH 65°58' WEST) 233.95 FEET TO THE MOST NORTHERLY CORNER OF SAID DEWALL LAND; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY BOUNDARY OF SAID DEWALL LAND, SOUTH 39°13'47" WEST (RECORD SOUTH 24°02' WEST) 117.77 FEET TO THE MOST WESTERLY CORNER OF SAID DEWALL LAND, SAID CORNER BEING A POINT IN A LINE WHICH IS PARALLEL WITH AND DISTANT 23.5 FEET NORTHEASTERLY AT RIGHT ANGLES FROM THE CENTER LINE OF SAID RAILWAY COMPANY'S MAIN TRACK; THENCE NORTH WESTERLY ALONG THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID DEWALL LAND, NORTH 50°46' 13" WEST (RECORD NORTH 65°58' WEST) 125.92 FEET; THENCE NORTH 59°39'51" EAST 188.23 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID RAILWAY RIGHT OF WAY, DISTANT THEREON NORTH 50° 47'49" WEST 317.09 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, SOUTH 50°47'49" EAST 317.09 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS CONTAINED IN THE ABOVE DESCRIBED LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS. SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREBY CONVEYED OR OF ANY IMPROVEMENTS THEREON. BY DEED RECORDED OCTOBER 1, 1974 AS INSTRUMENT NO. 74-263944 OF OFFICIAL RECORDS.

PARCEL 4:

ALL THAT PORTION OF LOT 5 IN BLOCK 145, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 349, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, WHICH POINT IN NORTH 51°16' WEST 308.89 FEET FROM THE INTERSECTION OF THE SAID EASTERLY LINE OF THE SAID RIGHT-OF-WAY WITH THE SOUTHERLY LINE OF LOT 5 IN BLOCK 145, WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 50°47'49" WEST 8.20 FEET; THENCE

LEGAL DESCRIPTION
(continued)

NORTH 59°39'51" EAST 23.44 FEET; THENCE SOUTH 39°12'11" WEST, 21.93 FEET TO THE TRUE POINT OF BEGINNING.

APN: 232-100-16-00

END OF LEGAL DESCRIPTION