

# CITY OF ESCONDIDO

## Planning Commission and Staff Seating



- A. CALL TO ORDER: 7 p.m.
- B. FLAG SALUTE
- C. ROLL CALL:
- D. MINUTES: [December 14, 2021](#)

The Brown Act provides an opportunity for members of the public to directly address the Planning Commission on any item of interest to the public before or during the Planning Commission's consideration of the item. If you wish to speak regarding an agenda item, please fill out a speaker's slip and give it to the minutes clerk who will forward it to the chairman.

**Electronic Media:** Electronic media that members of the public want to be used during any public comment period should be submitted to the Planning Division at least 24 hours prior to the meeting.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the applicable agenda item and the name and contact information of the person presenting the media.

The time used to present any electronic media will be considered as part of the maximum time limit provided to speakers. City staff will queue the electronic information when the applicable speaker is called upon to speak. Materials shown to the Commission during the meeting are part of the public record and will be retained by the City.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same protocol regarding decorum and presentation as are applicable to live presentations.

If you wish to speak concerning an item not on the agenda, you may do so during the designated time for "Oral Communications." All persons addressing the Planning Commission are asked to state their names for the public record.

**Availability of supplemental materials after agenda posting:** Any supplemental writings or documents provided to the Planning Commission regarding any item on this agenda will be made available for public inspection in the Planning Division located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

The City of Escondido recognizes its obligation to provide equal access to public services for individuals with disabilities. Please contact the ADA Coordinator at 760-839-4643 with any requests for reasonable accommodation at least 24 hours prior to the meeting.

The Planning Division is the coordinating division for the Planning Commission.  
For information, call 760-839-4671.

**E. WRITTEN COMMUNICATIONS:**

Under state law, all items under Written Communications can have no action, and will be referred to the staff for administrative action or scheduled on a subsequent agenda.

**1. Future Neighborhood Meetings**

**F. ORAL COMMUNICATIONS:**

Under state law, all items under Oral Communications can have no action, and may be referred to the staff for administrative action or scheduled on a subsequent agenda.

This is the opportunity for members of the public to address the Commission on any item of business within the jurisdiction of the Commission.

**G. PUBLIC HEARINGS:**

**Please try to limit your testimony to three minutes.**

**1. ADM 18-0225 – Via Portofino:**

**REQUEST:** A Major Plot Plan for the construction of two, two-story multi-family residential buildings consisting of 15 apartment units. The project includes seven one-bedroom units and eight two-bedroom units. The project also includes a request for a Development Agreement for a reduction in the open space requirement.

**PROPERTY SIZE AND LOCATION:** A 0.52 acre parcel located at 2690 S. Escondido Blvd. (Assessor's Parcel Number 238-152-16-00)

**ENVIRONMENTAL STATUS:** The Project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section 15332 (In-Fill Development Projects).

**APPLICANT:** Portofino Holdings I, LLC

**STAFF RECOMMENDATION:** Recommend approval by the City Council, as conditioned

**COMMISSION ACTION:**

**PROJECTED COUNCIL HEARING DATE:** March 2, 2022

**H. CURRENT BUSINESS:**

Note: Current Business items are those that under state law and local ordinances do not require either public notice or public hearings. Public comments will be limited to a maximum time of three minutes per person.

**1. PL 21-0468 (SUB 17-0013) – Citrus Avenue Tentative Map:**

**REQUEST:** Extension of Time

**PROPERTY SIZE AND LOCATION:** A 2.87 acre parcel located at 220 S. Citrus Avenue

ENVIRONMENTAL STATUS: The Project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section 15332 (In-Fill Development Projects).

APPLICANT: Kevin Choquette (owner)

STAFF RECOMMENDATION: Approval

COMMISSION ACTION:

PROJECTED COUNCIL HEARING DATE: N/A

**I. ORAL COMMUNICATIONS:**

Under state law, all items under Oral Communications can have no action and may be referred to staff for administrative action or scheduled on a subsequent agenda.

This is the opportunity for members of the public to address the Commission on any item of business within the jurisdiction of the Commission.

**J. PLANNING COMMISSIONERS**

**K. DIRECTOR'S REPORT**

**L. ADJOURNMENT**

**CITY OF ESCONDIDO**

**ACTION MINUTES OF THE REGULAR MEETING OF THE  
ESCONDIDO PLANNING COMMISSION**

**December 14, 2021**

The meeting of the Escondido Planning Commission was called to order at 7 p.m. by Chair Barba, in the City Council Chambers, 201 North Broadway, Escondido, California.

**Commissioners present:** Katharine Barba, Chair; Rick Paul, Commissioner; Herminia Ramirez, Commissioner; Nathan Serrato, Commissioner; and Stan Weiler, Commissioner.

**Commissioners absent:** Ingrid Rainey, Vice-Chair; Dao Doan, Commissioner.

**Staff present:** Adam Finestone, Interim Director of Community Development; Kurt Whitman, Senior Deputy City Attorney; Owen Tunnell, Assistant City Engineer; Veronica Morones, Senior Planner; and Jessica Engel, Minutes Clerk.

**MINUTES:**

Moved by Chair Barba, seconded by Commissioner Ramirez, to approve the Action Minutes of the October 12, 2021, Planning Commission meeting. Motion carried (5-0). Ayes: Barba, Paul, Ramirez, Serrato, and Weiler; Absent: Doan and Rainey.

**WRITTEN COMMUNICATIONS:** None.

**FUTURE NEIGHBORHOOD MEETINGS:** None.

**ORAL COMMUNICATIONS:** None.

**PUBLIC HEARINGS:** None.

## **CURRENT BUSINESS:**

### **1. General Plan Housing Element Status Report**

Staff provided a presentation on the status of the General Plan Housing Element update and addressed an associated update to the Community Protection chapter of the General Plan, and the creation of an Environment Justice Element.

#### **COMMISSION DISCUSSION:**

Commissioners discussed various aspects of the update, including pollution protection, environmental justice policy plans, and community engagement.

### **2. Street Trees and Landscaping in Public Right-of-Way**

Staff facilitated a discussion regarding street trees and landscaping in the public right-of-way.

#### **COMMISSION DISCUSSION:**

Commissioners discussed the tree canopy and asked questions regarding a presentation made by the Public Works Department to City Council. Commissioners expressed their desire to receive information from the Public Works Department on the topic. Commissioner Paul asked if the Commission has subpoena power to request a representative from the Public Works Department to be in attendance at a future meeting. Senior Deputy City Attorney Whitman advised that the Commission did not have subpoena power and recommended that staff confer with City management regarding the request for a representative from the Public Works Department to be in attendance at a future meeting.

#### **ORAL COMMUNICATIONS:**

Yusef Miller with the Escondido Community Housing Coalition provided comments on the Housing Element and homelessness crisis.

#### **PLANNING COMMISSIONERS:**

Commissioner Paul asked if signage goes up for new businesses before or after they open. Interim Director Finestone confirmed that there is no set order for signage.

Commissioner Serrato requested an update on the status of the work plan. Interim Director Finestone confirmed that it will be an agenda item in the future.

**DIRECTOR'S REPORT:**

Interim Director of Community Development Adam Finestone noted that the regularly scheduled meeting of December 28, 2021 would be cancelled. The next Planning Commission meeting is scheduled to take place on January 11, 2022.

**ADJOURNMENT:**

Chair Barba adjourned the meeting at 7:30 p.m.

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Adam Finestone, Secretary to the  
Escondido Planning Commission

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Jessica Engel, Minutes Clerk

## PLANNING COMMISSION

Agenda Item No.: G.1  
Date: January 25, 2022

**PROJECT NUMBER / NAME: ADM18-0225 “Via Portofino”**

**REQUEST:** A Major Plot Plan for the construction of two, two-story multi-family residential buildings consisting of 15 apartment units. The project includes seven one-bedroom units and eight two-bedroom units. The project also includes a request for a Development Agreement for a reduction in the open space requirement.

**LOCATION:** 2690 S. Escondido Blvd

**APPLICANT:** Portofino Holdings I, LLC

**APN / APNS:** 238-152-16-00

**PRIMARY REPRESENTATIVE:**

**GENERAL PLAN / ZONING:** SPA-15/ South Centre City Specific Plan (Southern Entry District and Mixed Use Overlay)

Frank Giordano, Jr.

**DISCRETIONARY ACTIONS REQUESTED:** Plot Plan and Development Agreement

**PREVIOUS ACTIONS:** None

**PROJECT PLANNER:** Darren Parker, Associate Planner, [dparker@escondido.org](mailto:dparker@escondido.org)

**CEQA RECOMMENDATION:** Exemption – Class 32 CEQA Guidelines section 15332

**STAFF RECOMMENDATION:** Recommend approval by the City Council, as conditioned

**REQUESTED ACTION:** Approve Planning Commission Resolution N0 2022-01

**CITY COUNCIL HEARING REQUIRED:**  YES  NO

**REPORT APPROVALS:**

Adam Finestone, Interim Director of Community Development

**A. BACKGROUND:**

South Centre City is a dynamic linear corridor offering retail, professional services and I offices, employment opportunities, and a range of housing. The proposed project is on the east side of South Escondido Boulevard, west of Cranston Drive, and approximately one quarter mile south of West Citracado Parkway. The project site is surrounded by a commercial retail site to the north, and a vacant City owned parcel that houses a sewage pump station to the south (refer to Attachment 1). The project site was previously improved, but currently consists of a 0.52 acre vacant (0.52-acres), and is located in the Southern Entry District of the South Centre City Specific Plan (“SCCSP”). The property is relatively flat with no topography.

**B. SUMMARY OF REQUEST:**

Portofino Holdings, LLC (“Applicant”) submitted an application for a Plot Plan for the development of two, two-story buildings (up to approx. 26 feet in height) to accommodate 15 apartment units within the Southern Entry District of the SCCSP (see Attachment 1). The project proposal results in a density of 30 dwelling units per acre. The design includes a mix of one-bedroom and two-bedroom units ranging in size from 597 SF to 856 SF. Twenty-nine (29) parking spaces are proposed, which includes a combination of carports and uncovered spaces. Project plans are attached to draft Planning Commission Resolution No. 2022-01 as Exhibit “B,” which itself is included with this staff report as Attachment 3. A Development Agreement, attached to draft Planning Commission Resolution No. 2022-01 as Exhibit “E,” has been requested because the applicant is seeking a 50% reduction in the overall open space requirement.

**C. SUPPLEMENTAL DETAILS OF REQUEST:**

1. Property Size: 0.52 acres on one vacant parcel
2. Number of Units: 15 apartment units
3. Unit Size/Mix: Seven one-bedroom units and eight two-bedroom units ranging in size from 597 SF to 856 SF
4. Density: 30 dwelling units per acre
5. Building Height: 2 stories, up to approximately 26’ in height. The SCCSP (Southern Entry District, Mixed use Overlay) allows structures up to 3 stories and 45’ in height.



6. Building Size:	10,664 SF (gross area) combined Building 1 and 2	
	<u>Building 1</u>	<u>Building 2</u>
	Total area 6,172 SF	Total area 4,458 SF
7. Vehicle Parking:	<u>Required</u>	<u>Proposed</u>
	29 total spaces (includes 25 resident & 4 guest spaces)	29 spaces
8. Bicycle Parking:	8 spaces	8 Spaces
9. Setbacks		
a) Front Yard	BTL-Min 10	BTL-10'
b) Rear Yard	15'	62'
c) Side Yard	5'	5'
10. Open Space / Landscaping:	300 square feet of usable open space per unit (4,500square feet total) required. 3,479 square feet provided; (Development Agreement requested for 23% reduction in requirement)	
11. Trees:	Street trees shall be installed along the frontage of S. Escondido Blvd and Cranston Drive.	
12. Signage:	All signs subject to conformance with the SCCSP and Article 66 of the Escondido Zoning Code.	
13. Trash:	Trash enclosure provided onsite. Trash collection service would be provided by Escondido Disposal.	
14. Lighting:	Per Escondido Zoning Code (Article 35) and CA Building Code	
15. Heating & Ventilation:	Heating, ventilation, and air conditioning (HVAC) units would be installed on the roof in clusters. All HVAC equipment would be installed on mechanical pads with visual screening and any necessary acoustical enclosures.	

**D. PROJECT ANALYSIS:**

1. General Plan Conformance:

The General Plan land use designation for the subject property is SPA 15 (Specific Plan Area #15). The zoning classification is S-P (Specific Plan), and is implemented through the SCCSP. The SCCSP provides land use and development standards, including regulations related to residential development. The requirements for the proposed development are outlined in the Southern Entry District of the S CCSP, however, the SCCSP has provisions to reduce certain development requirements through a Development Agreement subject to review and approval by the Planning Commission and City Council. Approval of this request will allow the developer to fully utilize the site for density purposes.

2. Specific Plan Conformance:

The proposed project would be consistent with the goals and objectives of the Southern Entry District of the SCCSP, which encourages opportunities for residential development and diversity of land uses based on smart growth principles. The land use concept for the Southern Entry District accommodates a wide range of housing types for those who do not want or need a traditional detached single-family home with a yard. The Southern Entry District offers flexibility to allow higher-density housing options. The Project would increase the population along the corridor and continue to improve the overall economics of the area.

3. Climate Action Plan Consistency:

The City's ability to grow its population and economy while meeting reduction targets for greenhouse gas ("GHG") emissions will require broad-based community participation. The Climate Action Plan ("CAP") is intended to achieve reductions from all sources and sectors, existing and new. This is emphasized by the fact that the City's GHG reduction targets are a reduction below baseline GHG emissions. Therefore, GHG emissions in the City need to be reduced below existing levels, while additional GHG emissions are generated by growth through 2035. As such, new development can contribute its fair share of GHG reductions by complying with CAP strategies, goals, and actions that were determined to be applicable through the Checklist development process outlined in the CAP, or through a self-developed program.

For land use development requests, when a proposed project is compared with an adopted plan, such as the CAP, the analysis generally examines the existing physical conditions at the time the notice of preparation is published, or if no notice of preparation is published, at the time environmental analysis is commenced. The City updated its 2013 Climate Action Plan ("2013 CAP") on March 10, 2021, through City Council Resolution No. 2021-37 ("2021 CAP"). The adoption of the 2021 CAP was subsequent to the date the Project application was deemed "complete" and shall not constitute a valid basis to disapprove or conditionally approve the Project. Rather, the 2013 CAP is applicable for review and consideration of the Project. The 2013 CAP

established a screening threshold of 2,500 metric tons carbon dioxide equivalent (“MTCO<sub>2</sub>e”) per year for new development projects in order to determine if a project would need to demonstrate consistency with the CAP through the Consistency Checklist and/or a self-developed program. The Project emits fewer than 2,500 MTCO<sub>2</sub>e, and is consistent with the land use assumptions utilized to create business-as-usual estimates for future year analysis. Therefore, the Project is consistent with the 2013 CAP.

#### 4. Site Design:

##### a) Lot Design, Access and Parking

The Applicant proposes to develop the vacant 0.52-acre site into two, two-story multi-family residential buildings consisting of 15 apartment units. Proposed access for the site will be provided from Cranston Drive and Escondido Blvd. The site would include an underground storm water system located towards the southern part of the lot. Decorative perimeter walls are proposed along the north, south and east boundaries of the lot, along with new landscaping.

Twenty-nine parking spaces are required for the project site, which includes 25 resident spaces and four guest spaces. Pursuant to section 5.3.5.2 of the SCCSP, which requires that at least one parking space for each residential unit be covered or enclosed, 15 spaces will be under carports. Project plans are attached to this Staff Report as Exhibit “B” of Attachment 3.

##### b) Open Space and Landscaping:

A minimum of 300 square feet of open space is required per unit in accordance with the SCCSP, which equates to 4,500 square feet of open space required. The Project includes a combination of private and common open space areas totaling 3,479 square feet of open space, which is 1,021 square feet, or 23%, less than the required amount. Active open space areas include outdoor seating area, landscaping and overhead trellis. The Project also includes private, ground-floor patios for select units and private balconies/decks on upper stories. The S. Escondido Blvd, and Cranston Drive street frontage will include a combination of shrubs, groundcover, and street trees.

To accommodate the Project’s proposed site design and density, the Applicant is requesting a 23% reduction in open space from 300 square feet per unit to 231 square feet per unit. The SCCSP (Section 5.3.12.3) allows for a reduction in required open space (up to 50%) in exchange for alternative open space benefiting the public, subject to approval of a Development Agreement. In order to satisfy the SCCSP open space reduction requirement, the Applicant would be required to pay an in-lieu fee of \$12.50 per square foot reduction of open space for the total amount of space deficiency. The

proposed reduction of 1,021 square feet of open space amounts to an in-lieu fee of \$12,762.50. With the payment of in-lieu fees and approval of the Development Agreement, the project meets the open space provisions.

#### 5. Building Design:

The Project consists of two, two-story structures that include, one- and two-bedroom units. Unit sizes range from 597 square feet for the one bedroom units to 856 square feet for the two-bedroom units. Each unit has its own individual access. Carports are proposed for each unit. The buildings are approximately 26 feet in height to the top of roof parapets. The Project has a modern style of architecture with varying wall planes and rooflines, Bora tile roofs (COLOR?), white and prairie grass tone exterior and trim colors, stone veneer along the base and wooden window elements, fabric window awnings and arched entryways with tile accents.

#### **E. FISCAL ANALYSIS:**

As part of the overall decision-making process for a development project, it is important to evaluate the contributions and demands that development will place upon a public agency's general fund and the City or County's ability to provide ongoing public services. To avoid the need for a City or County to subsidize new development, cities and counties can establish or require special funding mechanisms to ensure that new development pays for itself.

In 2019, the City of Escondido hired a financial consultant who conducted a Fiscal Impact Analysis ("FIA") and determined that future ongoing revenue received as a result of new residential units throughout the City is less than the cost to provide municipal services, including police, fire and infrastructure maintenance, to those new units. In January 2020, the results of the FIA were presented to the City Council. On April 8, 2020, a Resolution was passed declaring the City's intent to form a Community Facilities District (collectively referred to herein as the "CFD") to offset the cost of governmental services associated with new development, as identified in the FIA.

CFD No. 2020-1, Citywide Services, was formed by the City Council on May 13, 2020, as one mechanism for offsetting additional public services required by a development project. The special tax that may be assessed on properties as a result of the development of new residential units is based upon the FIA that was prepared to support the creation of CFD No. 2020-01. Developers to whom these residential project entitlements are assigned are responsible for the establishment of a lawful funding mechanism to provide a source of funds for the on-going municipal services required for the project. The benefit of voluntarily entering into the CFD as the chosen funding mechanism is that the process is significantly streamlined, which saves staff time and costs to Developers.

Based on the Resolution adopting CFD No. 2020-1, the project's density (>18 du/ac) would require assessment of a special tax of \$739.50 per unit, if the developer opted to utilize this mechanism to offset the ongoing costs of providing public services. Based on a 15-unit

development, the current estimated annual amount for ongoing services is \$11,092.50, subject to annual adjustments.

Conditions have been included with Exhibit “D” to Attachment 3 that require the Project to fund the ongoing costs of municipal services, in the amount determined by the City, through voluntarily annexing into the Citywide Services CFD or establishment of another lawful funding mechanism. All costs for forming and implementing an alternative lawful funding mechanism, including costs for consultants, elections, and any legal challenge, are expected to be at the Applicant’s sole expense. If the Applicant chooses to pursue an alternative funding source rather than annexing into CFD No. 2020-01, the City needs to determine and ensure that the Project pays for any additional fiscal burdens placed upon the City’s operational budget as a result of the future development. The voluntary annexation of the project into the CFD or establishment of another lawful funding mechanism to fund public services, (in addition to payment of development impact fees to pay for public facilities) is necessary to avoid or lessen the likelihood of future impacts related to the provision of public services, as well as to maintain General Plan conformance to enable Project approval.

The Applicant has suggested that the Project should not be subject to conditions requiring voluntary annexation into CFD No. 2020-01 or establishment of another lawful funding mechanism, because the application was submitted and in-process prior to City Council adoption of the requirement to fund ongoing public services. This request from relief of this requirement must be considered by the City Council, and as such, the information above is provided for informational purposes only. City staff’s recommendation to approve the project is based, in part, on the inclusion of these condition, and staff does not recommend that the conditions be removed.

**F. ENVIRONMENTAL STATUS:**

California Environmental Quality Act (“CEQA”) Guidelines list classes of projects that have been determined not to have a significant effect on the environment and as a result are exempt from further environmental review under CEQA. The Project qualifies for an exemption under CEQA Guidelines section 15332 (In-Fill Development Projects). The CEQA Notice of Exemption prepared for the Project is attached to this staff report as Attachment 2 and incorporated herein by this reference. The Notice of Exemption demonstrates that the Project qualifies for the exemption and will not have a significant effect on the environment.

**F. PUBLIC INPUT:**

The project was noticed consistent with the requirements of both the Escondido Zoning Code and the State law. Staff has not received any correspondence from the public regarding the project as of the writing of this report.

**G. CONCLUSION AND RECOMMENDATION:**

The proposed project is consistent with the General Plan and the SCCSP because it encourages higher density urban residential growth in the SCCSP area. The project site lies within the SCCSP Southern Entry District, which envisions high-density residential uses. The project would further the Land Use and Community Form goals in Chapter II of the Escondido General Plan, including those related to community character and smart growth, as well as the Housing goals in Chapter IV of the General Plan, which include planning for sustainable growth and providing housing opportunities for all income groups and household types, in addition to others.

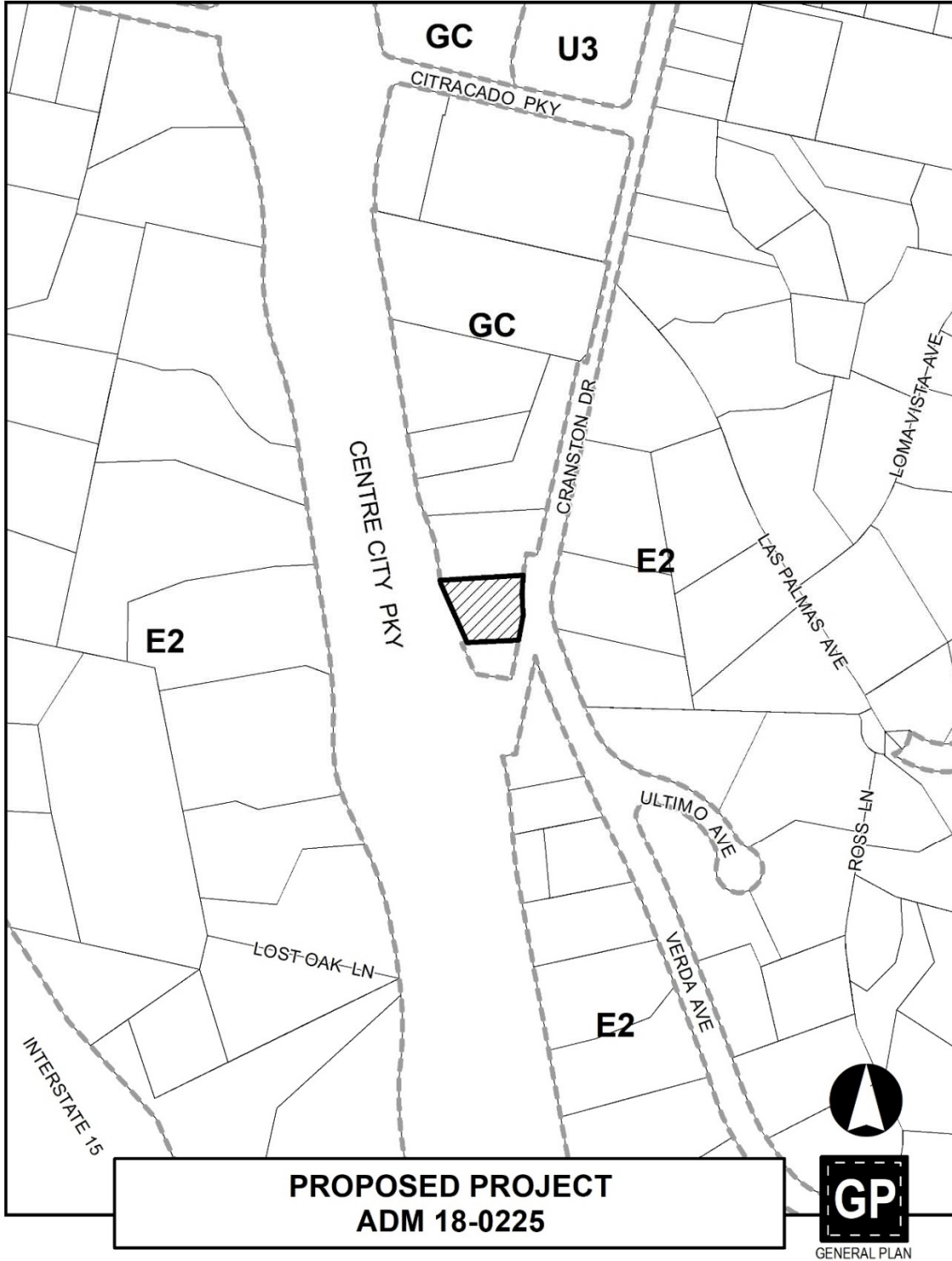
The Planning Commission acts as an advisory body to the City Council on applications for Development Agreements. As noted above, staff has found that the proposed project is consistent with the guiding principles for the Specific Plan Area identified in the Land Use and Community Form element of the Escondido General Plan because it provides the type of high-density urban development envisioned for the area. The proposed project is designed consistent with applicable design guidelines and the project continues the trend of revitalization in the project area.

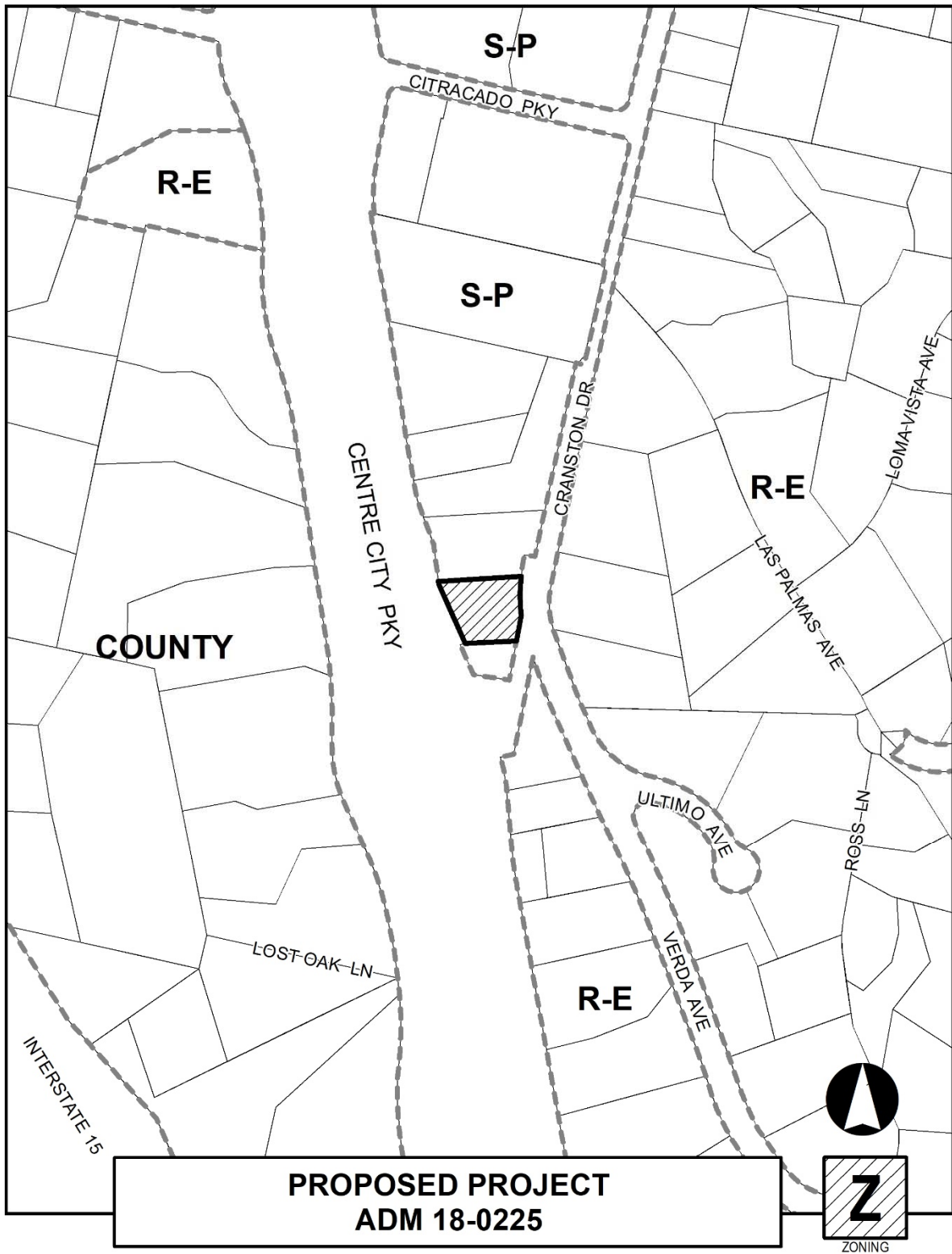
Staff recommends the Planning Commission adopt Resolution 2022-01, recommending approval of the proposed Plot Plan and Development Agreement described in this staff report, as detailed in Exhibits "A" through "E" of Attachment 3.

**ATTACHMENTS:**

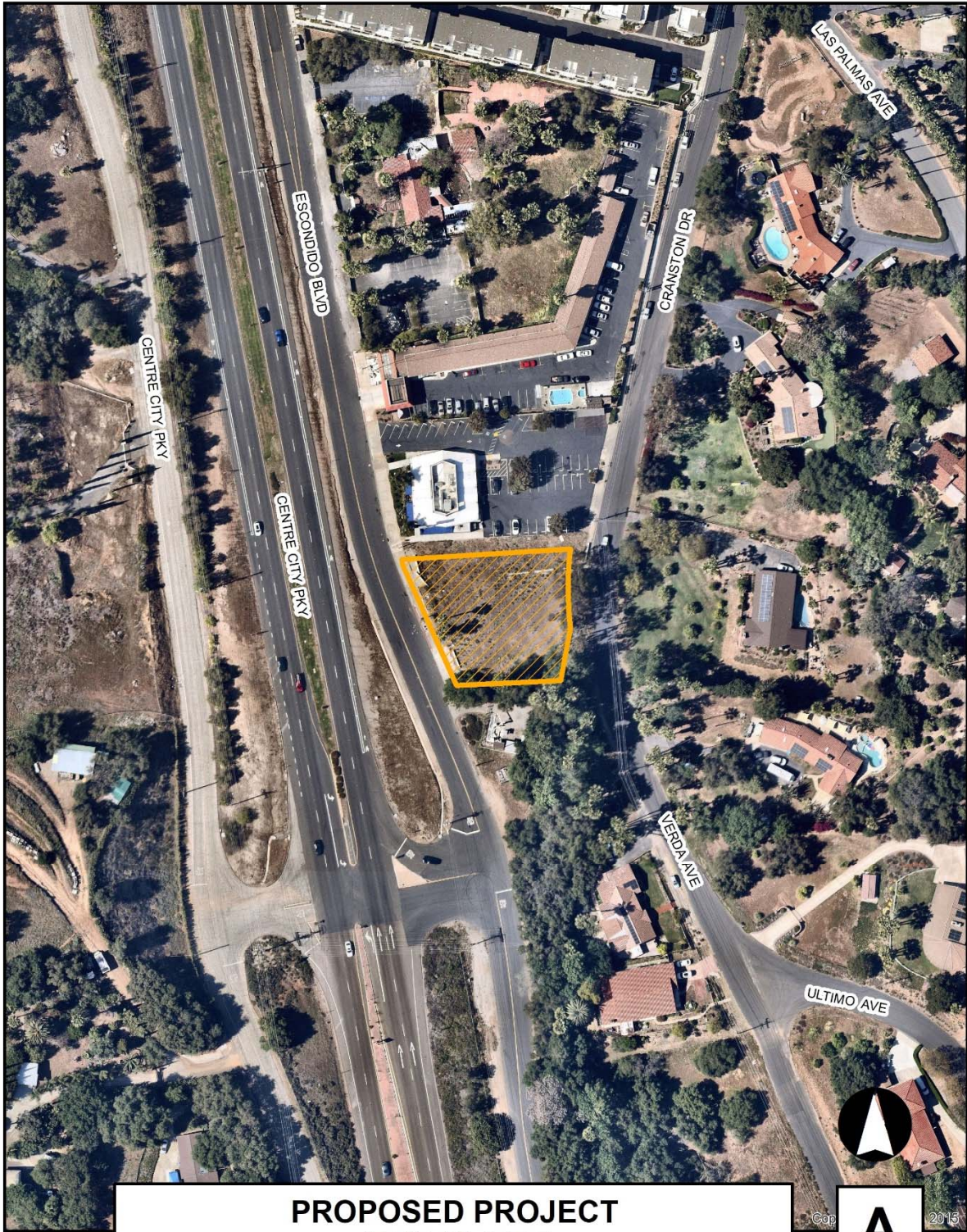
1. Attachment 1- Location and General Plan Map
2. Attachment 2- CEQA Notice of Exemption
3. Attachment 3- Draft Planning Commission Resolution No. 2022-01 with Exhibits "A" through "E"

Attachment 1







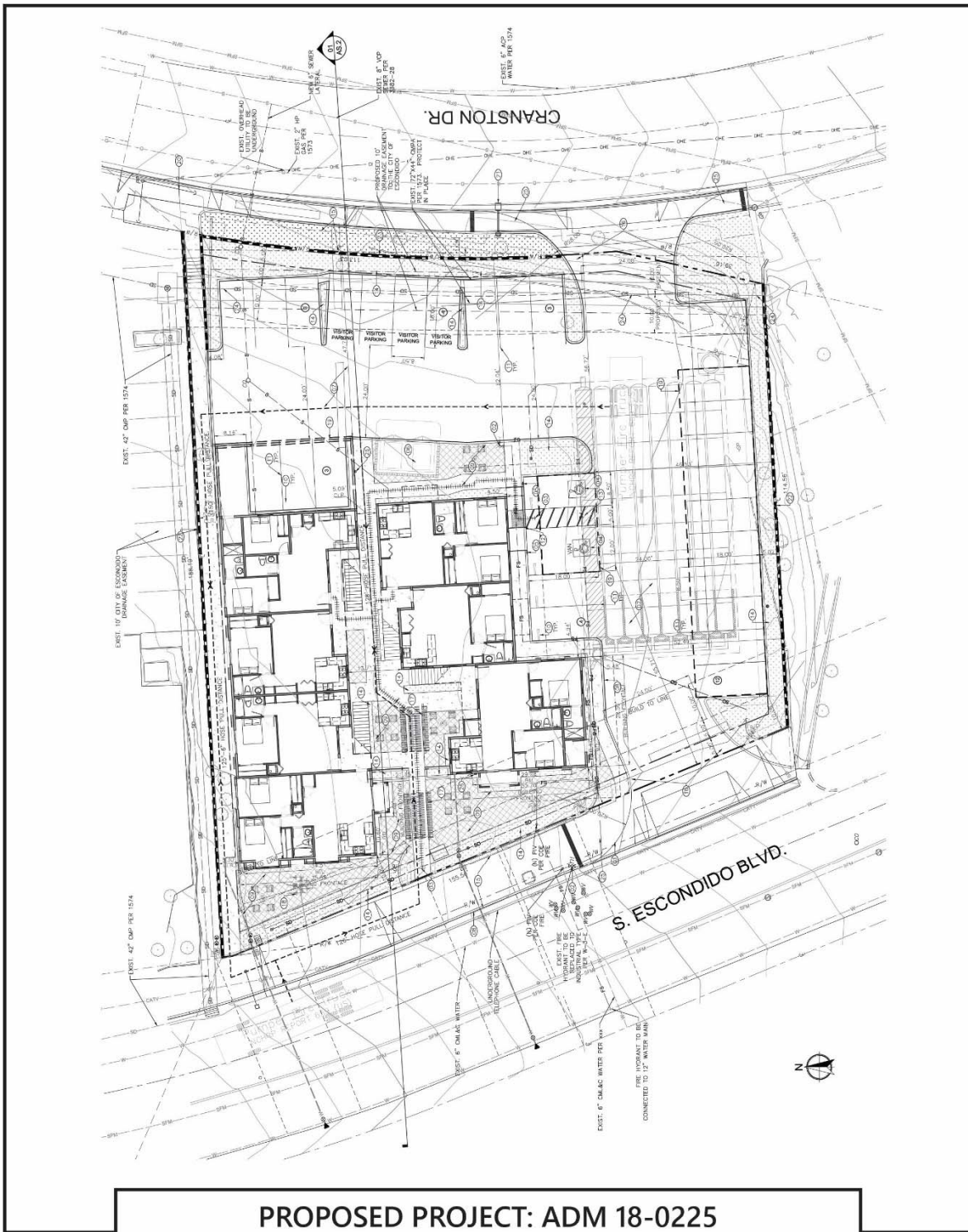


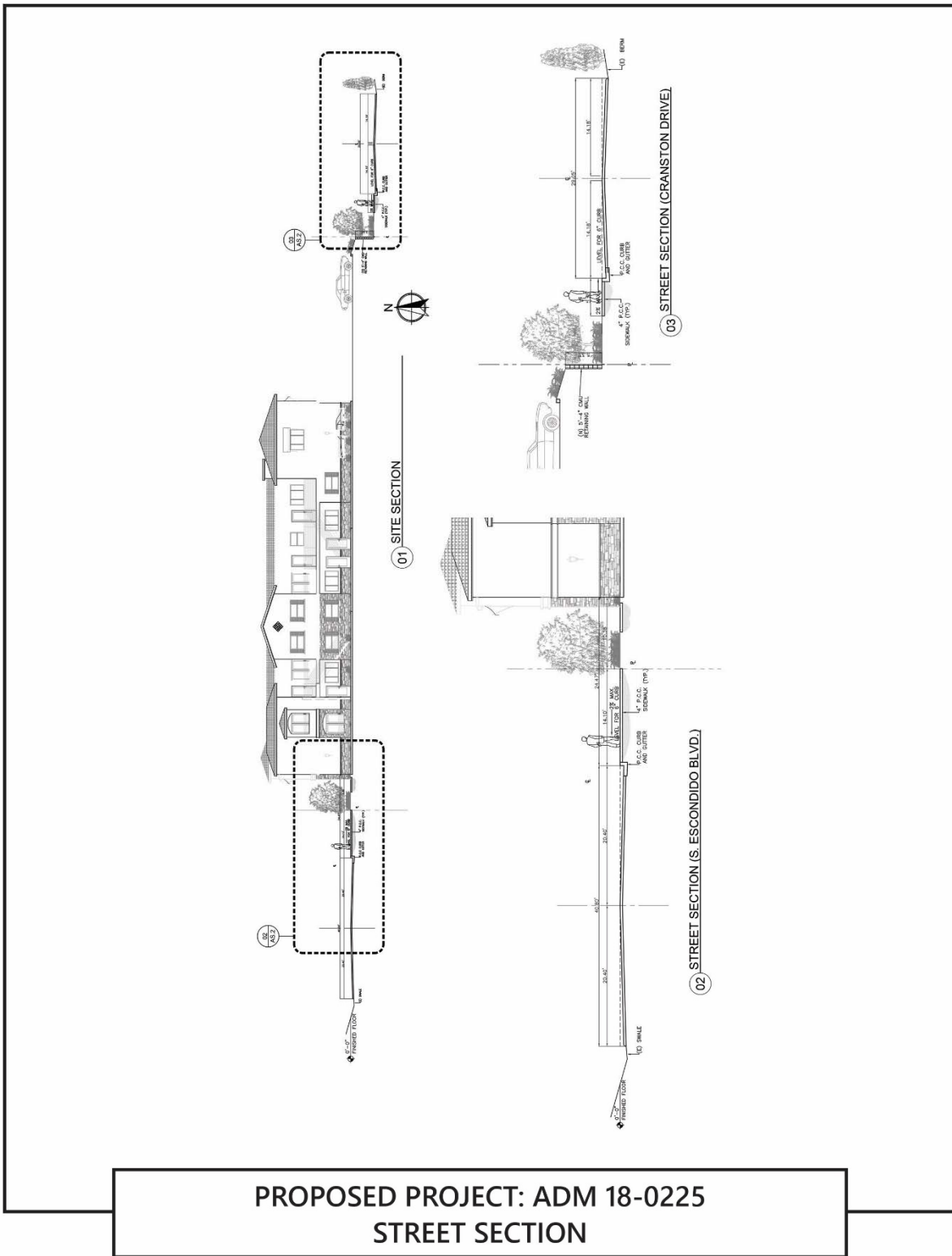
**PROPOSED PROJECT  
ADM 18-0225**

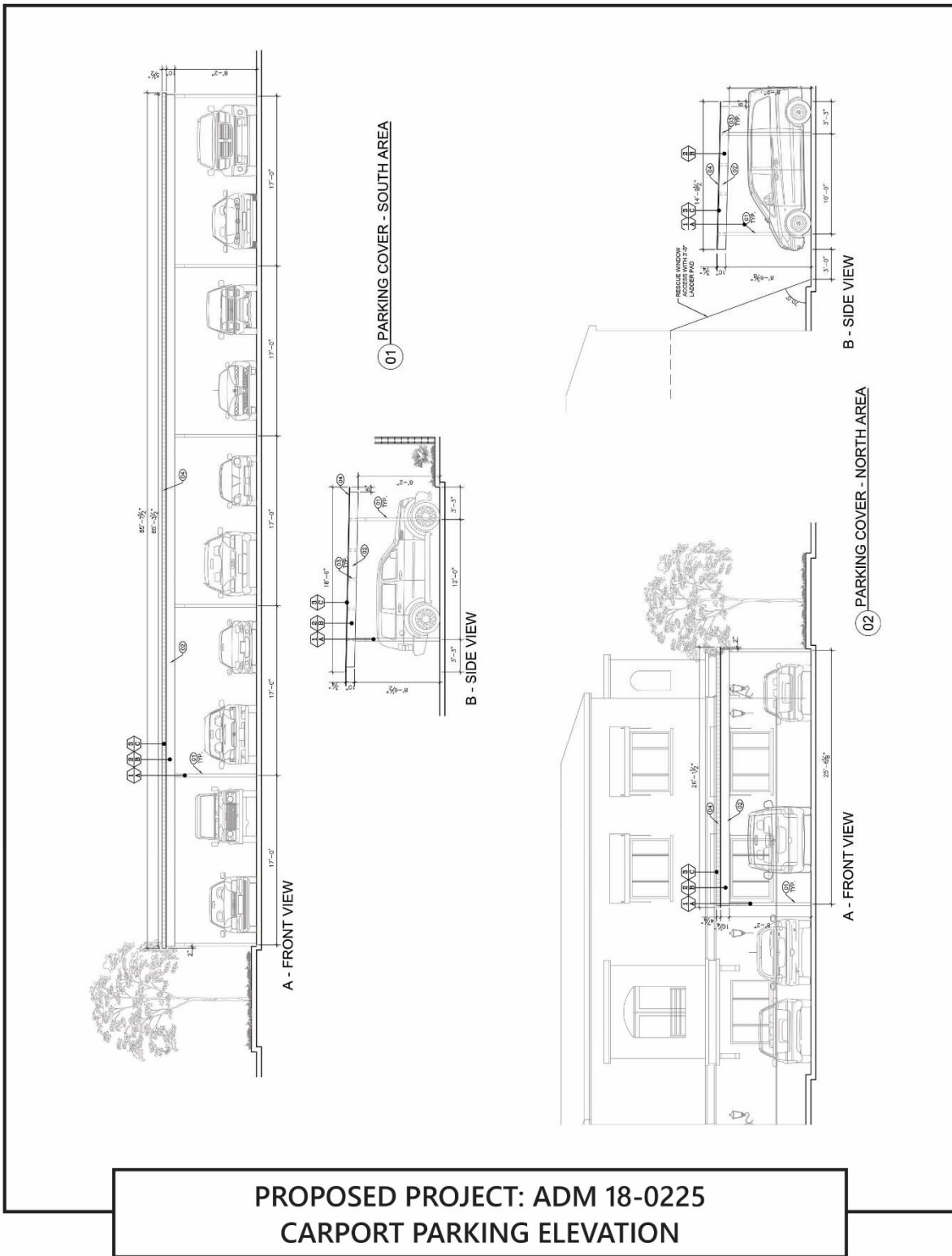


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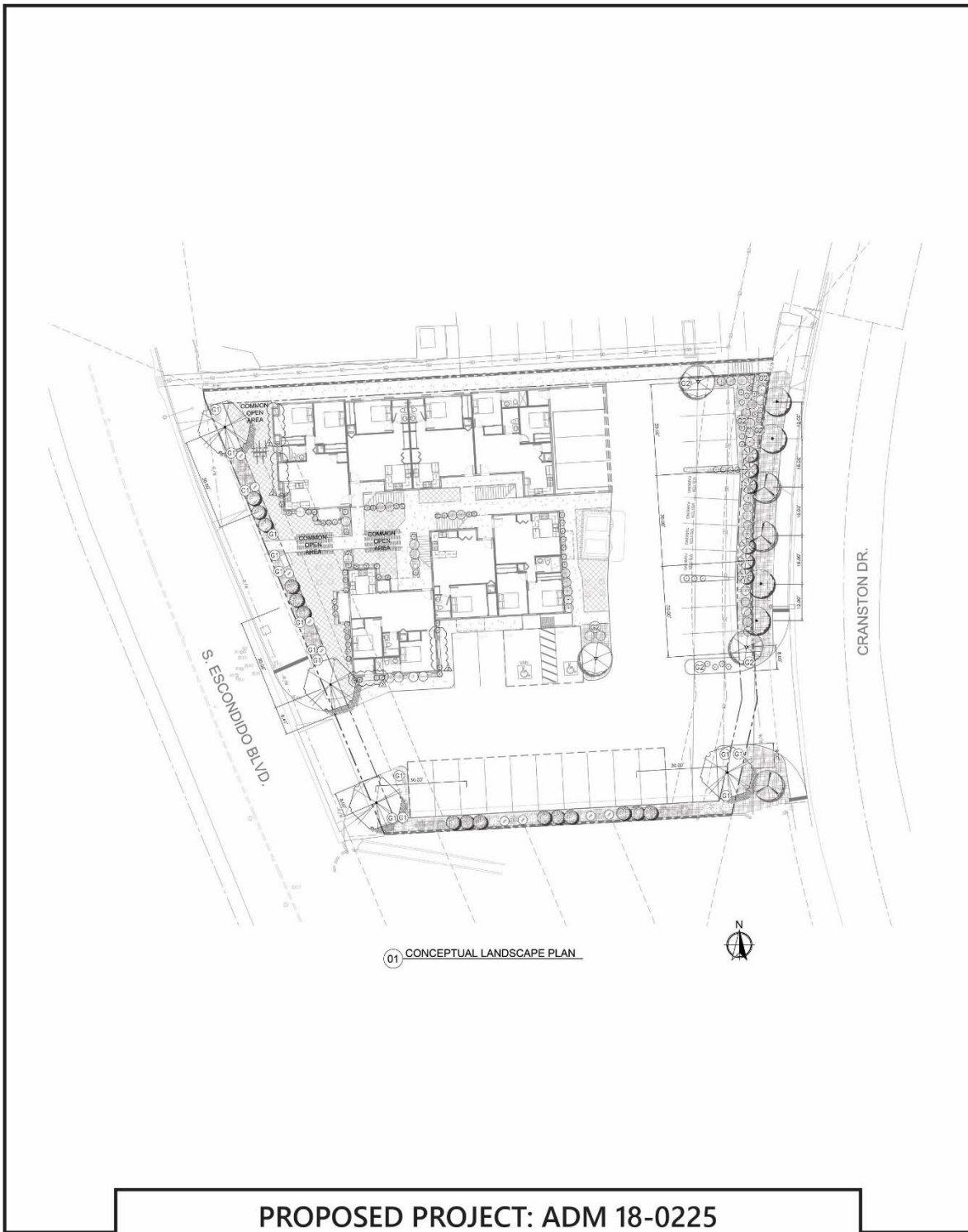
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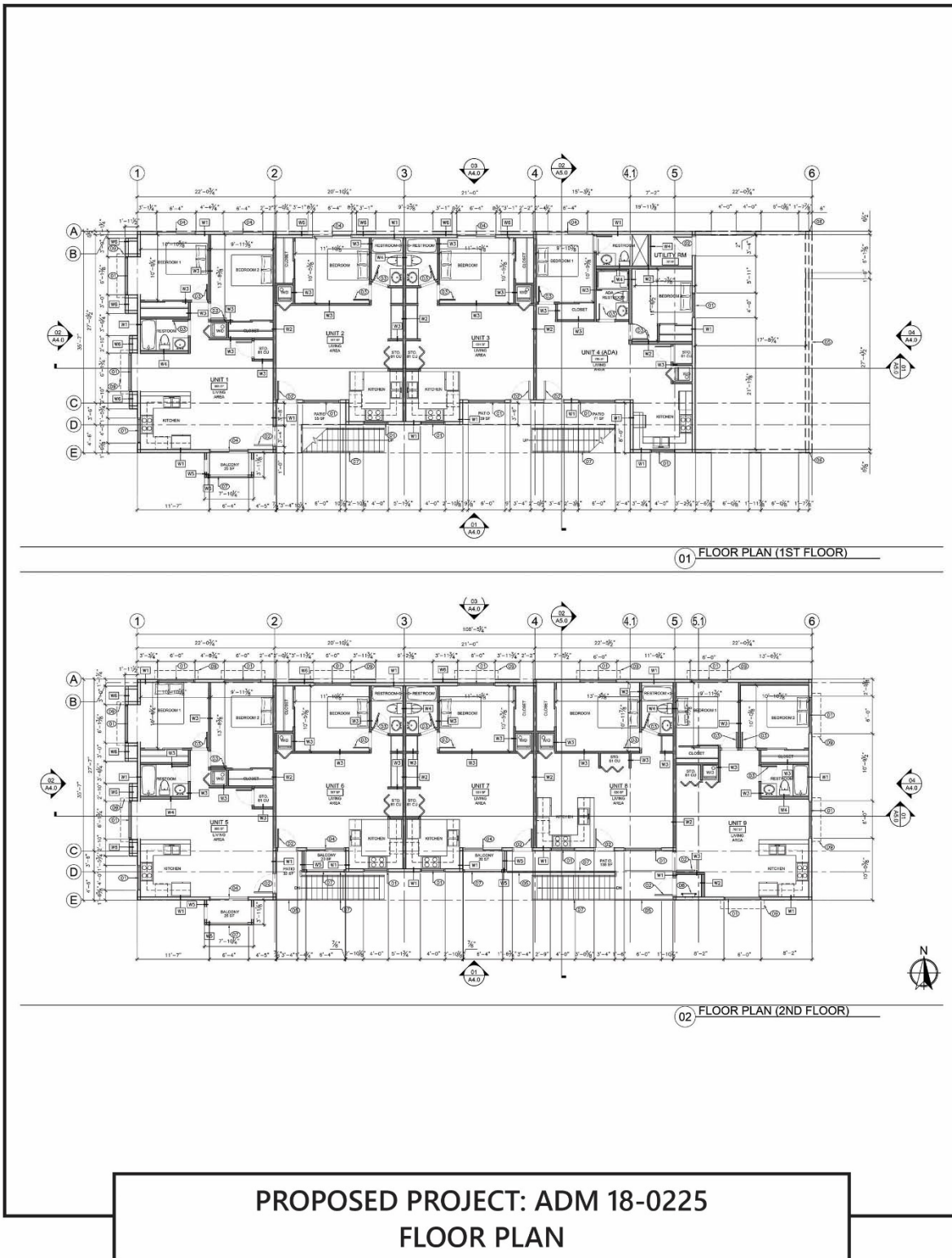


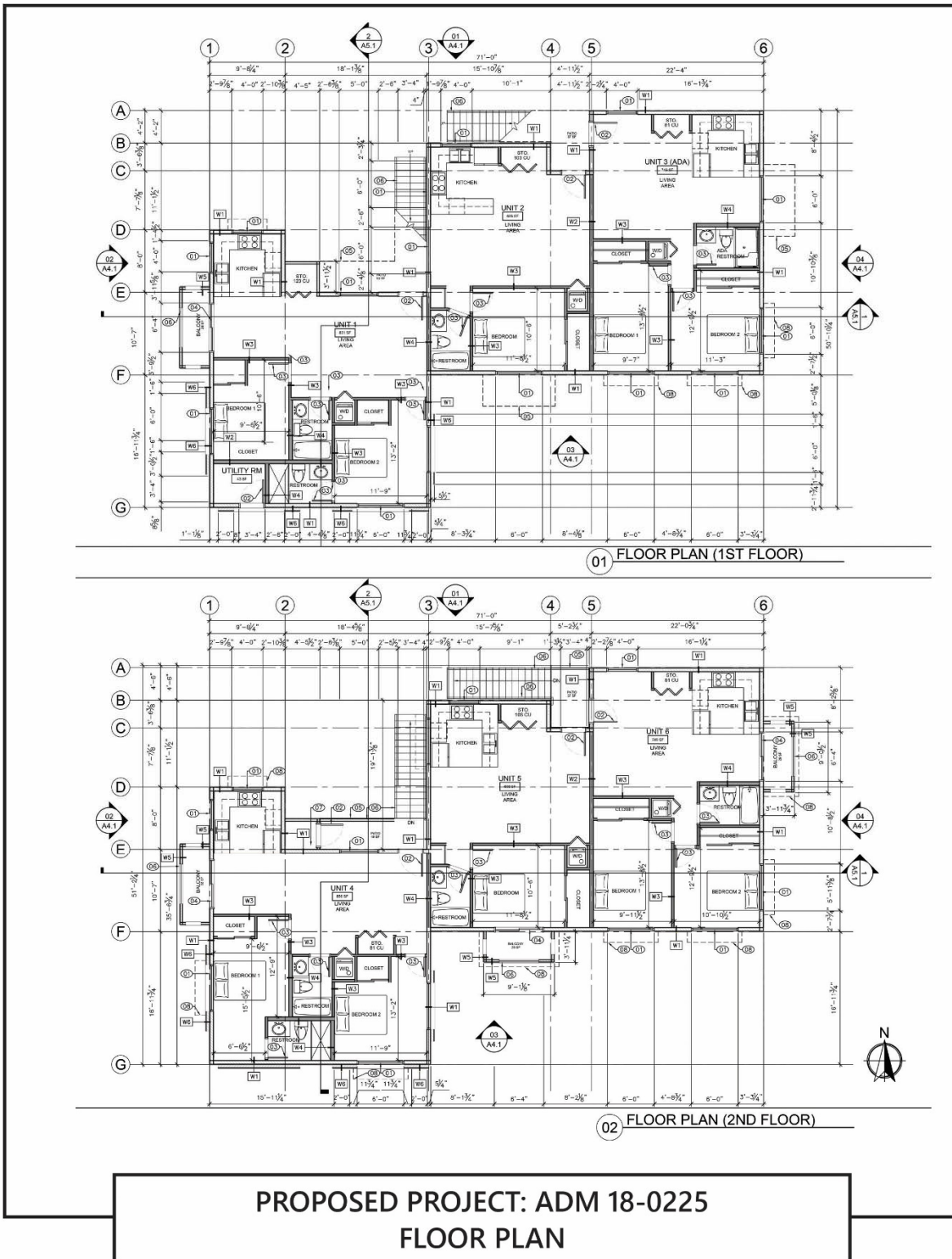


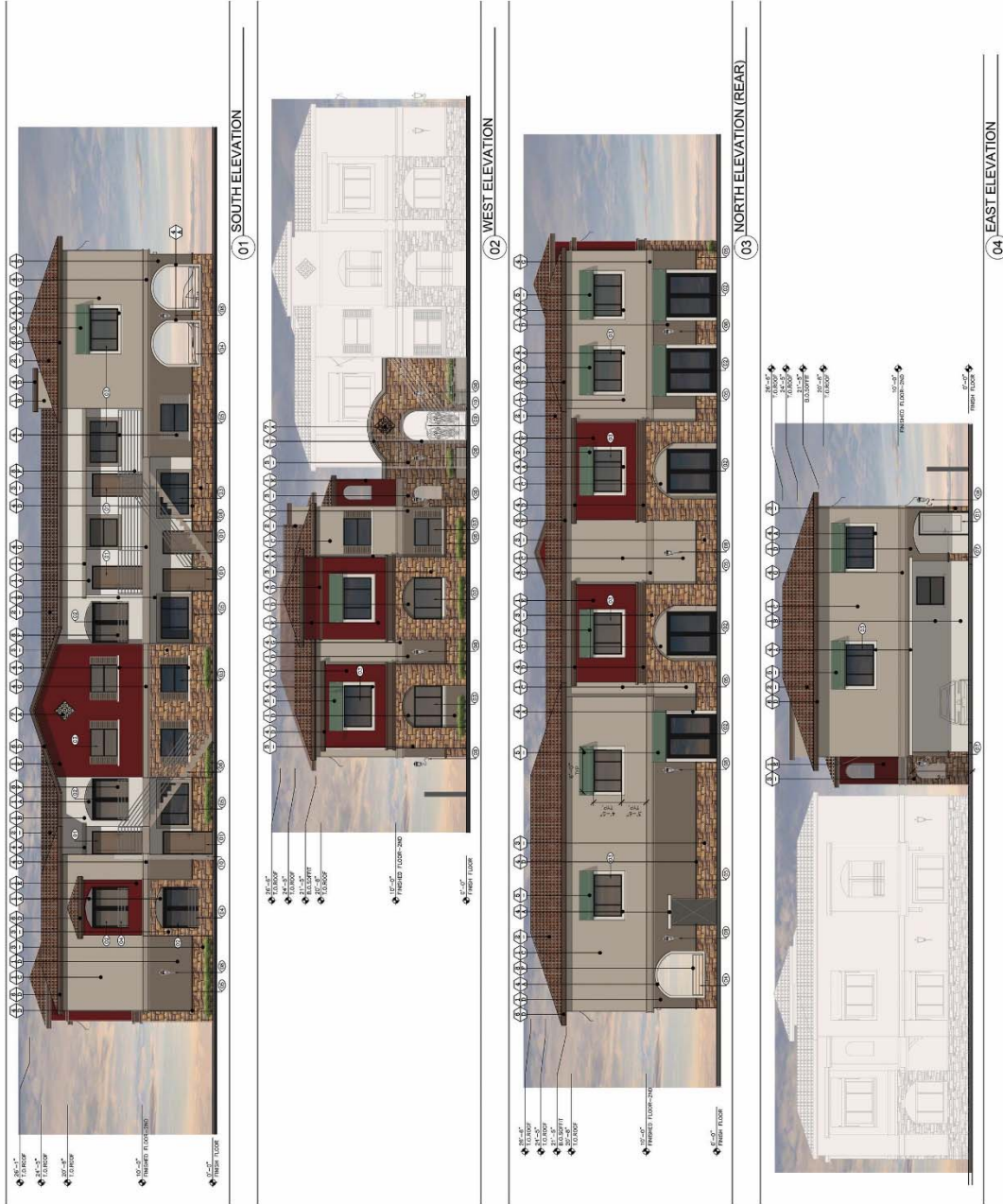
**PROPOSED PROJECT: ADM 18-0225  
 CARPORT PARKING ELEVATION**



**PROPOSED PROJECT: ADM 18-0225  
LANDSCAPE PLAN**

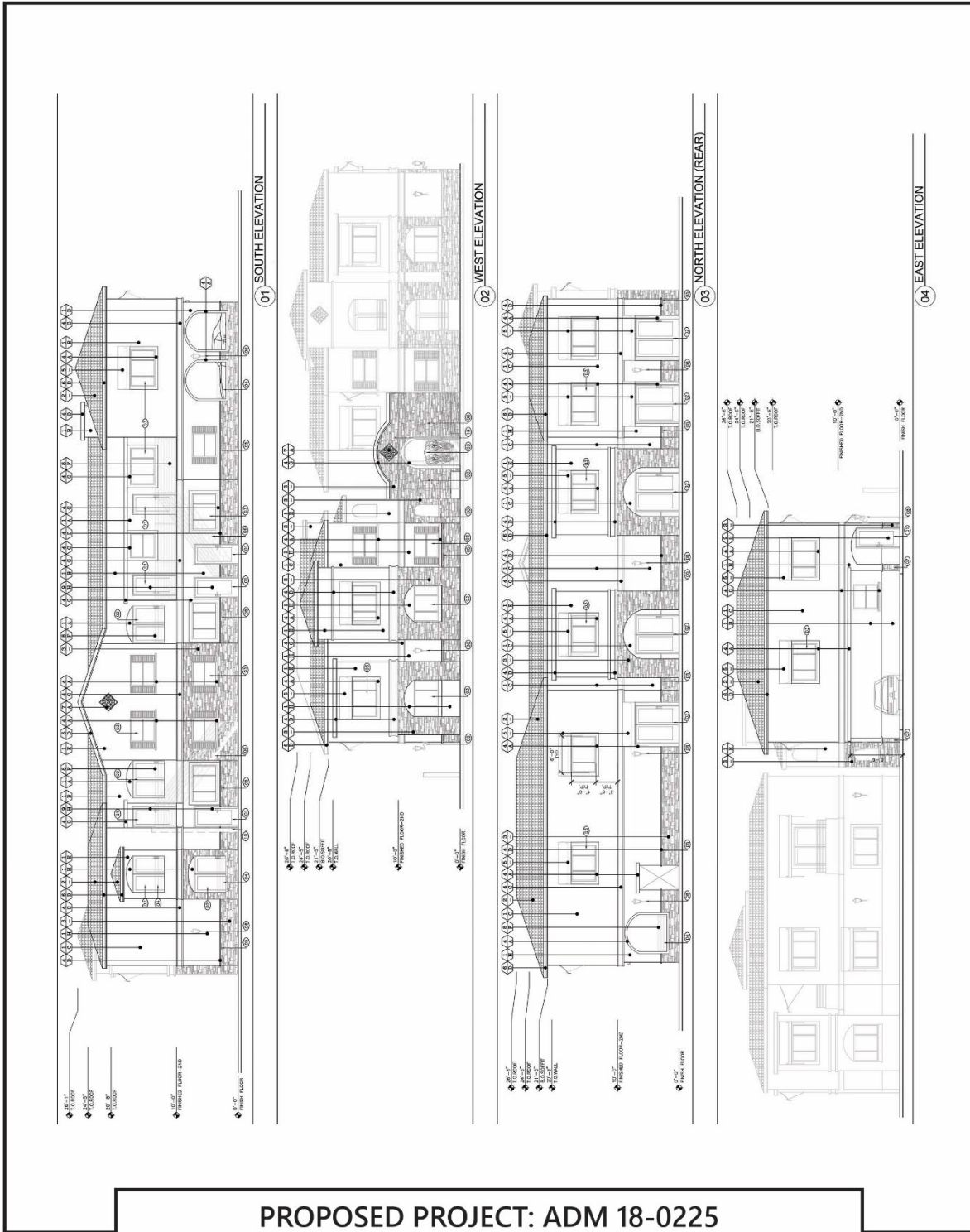






**PROPOSED PROJECT: ADM 18-0225  
 EXTERIOR ELEVATIONS BUILDING 1**

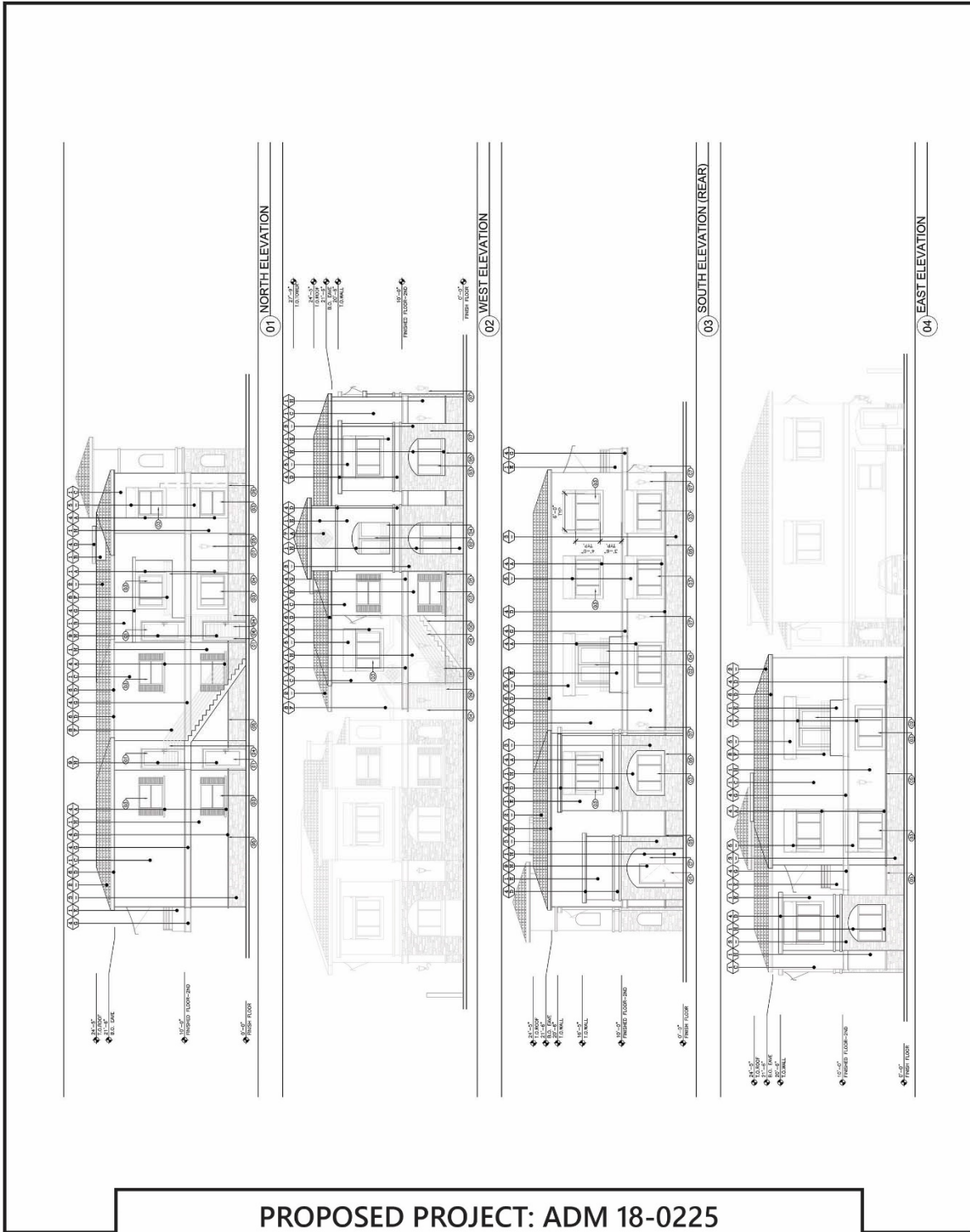




PROPOSED PROJECT: ADM 18-0225  
EXTERIOR ELEVATIONS BUILDING 1



**PROPOSED PROJECT: ADM 18-0225  
 EXTERIOR ELEVATIONS DWELLING 2**



PROPOSED PROJECT: ADM 18-0225  
EXTERIOR ELEVATIONS BUILDING 2



**ATTACHMENT 2**

**CITY OF ESCONDIDO  
PLANNING DIVISION  
201 NORTH BROADWAY  
ESCONDIDO, CA 92025-2798  
(760) 839-4671**

**Notice of Exemption**

To: Assessor/Recorder/County Clerk  
Attn: Fish and Wildlife Notices  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101  
MS: A-33

From: City of Escondido  
Planning Division  
201 North Broadway  
Escondido, CA 92025

**Project Title/Case No:** Portofino apartments Apartment-ADM18-0225

**Project Location - Specific:** The project is located on the east side of South Escondido Boulevard, west of Cranston Drive, and south of Citracado Parkway, addressed as 2690 S. Escondido Boulevard, Escondido, CA [92025] (APN: 238-152-16)

**Project Location - City:** Escondido **Project Location - County:** San Diego

**Description of Project:** A Major Plot Plan for the construction of two, two-story multi-family residential buildings consisting of 15 apartment units. The project includes seven, one-bedroom units and eight two-bedroom units. The project also includes a request for a Development Agreement for a reduction in the open space requirement. The project is located on the east side of South Escondido Boulevard, west of Cranston Drive, and approximately one quarter mile south of West Citracado, with access off of S. Escondido Blvd and Cranston Drive. The subject property is located within the South Centre City Specific Plan (Southern Entry District and Mixed Sue Overlay) and has a General Plan land use designation of SPA-15 (Specific Planning Area 15).

**Name of Public Agency Approving Project:** City of Escondido

**Name of Person or Agency Carrying Out Project:**

Name: Portofino Holdings I, LLC

Telephone: 619-846-9911

Address: 2510 Lund Street, El Cajon, CA 92020, San Diego

Private entity     School district     Local public Agency     State agency     Other special district

**Exempt Status:**

The project is categorically exempt pursuant to CEQA Guidelines section 15332 ("In-Fill Development Projects").

**Reasons why project is exempt:**

1. The project is consistent with the applicable general plan designation (Urban III); all applicable general plan polices, and the applicable zoning designation (R-3-18) and regulations.
2. The proposed project occurs within City limits on no more than five acres and surrounded by urban uses on all sides.
3. The project has no value as habitat for endangered, rare, or threatened species.
4. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
5. The site can be adequately served by all required utilities and public services.

**Lead Agency Contact Person:** Darren Parker Area Code/Telephone/Extension: 760-839-4553

Signature: \_\_\_\_\_  
Darren Parker  
Associate Planner

January 25, 2022  
Date

- Signed by Lead Agency
- Signed by Applicant

Date received for filing at OPR:

**ATTACHMENT 3**

Planning Commission  
Hearing Date: January 25, 2022  
Effective Date: XXXXXXXXXX, XXXX

PLANNING COMMISSION RESOLUTION NO. 2022-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ESCONDIDO, CALIFORNIA, RECOMMENDING APPROVAL TO THE CITY COUNCIL OF A MAJOR PLOT PLAN AND DEVELOPMENT AGREEMENT FOR A MULTI-FAMILY RESIDENTIAL PROJECT WITHIN THE SOUTH CENTRE CITY SPECIFIC PLAN.

Applicant: Portofino Holdings I, LLC

Planning Case Nos. ADM18-0025 & PL22-0021

WHEREAS, Portofino Holdings I, LLC (“Applicant”), filed a land use development application (Planning Case Nos. ADM18-0225 & PL22-0021) with the City of Escondido constituting a request for a Major Plot Plan and Development Agreement for the construction of two, two-story multi-family residential buildings, on 0.52-acres, consisting of 15 apartment units in the Southern Entry District of the South Centre City Specific Plan (“Project’). The subject site is located on the east side of South Escondido Boulevard, west of Cranston Drive, addressed as 2690 South Escondido Blvd; and

WHEREAS, the subject property is the real property described in Exhibit “A,” which is attached hereto and made part hereof by this reference as though fully set forth herein (“Property”); and

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Community Development Department in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits

specified by the Permit Streamlining Act (Government Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) (“CEQA”); and

WHEREAS, multi-family residential development is a permitted use within the Southern Entry District of the South Centre City Specific Plan, and a reduction in open space requirements are subject to approval of a Development Agreement, in accordance with Article 58, Development Agreements, of the Escondido Zoning Code; and

WHEREAS, pursuant to CEQA and the CEQA Guidelines (Title 14 of California Code of Regulations, Section 15000 et. seq.), the City is the Lead Agency for the Project, as the public agency with the principal responsibility for approving the proposed Project; and

WHEREAS, the Planning Division studied the Application, performed necessary investigations, prepared a written report, and hereby recommends approval of the Project as depicted on the plan set shown in Exhibit "B," which is attached hereto and made a part hereof by this reference as though fully set forth herein; and

WHEREAS, City staff provided public notice of the application in accordance with City and State public noticing requirements; and

WHEREAS, on January 25, 2022, the Planning Commission held a duly noticed public hearing as prescribed by law, at which time the Planning Commission received and considered the reports and recommendation of the Planning Division and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the Planning Commission, including, without limitation:

- a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The staff report, dated January 25, 2022, with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein; and
- d. Additional information submitted during the public hearing; and

WHEREAS, said public hearing before the Planning Commission was conducted in all respects as required by the Escondido Municipal Code and the rules of this Planning Commission; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Escondido:

1. The above recitations are true and correct.
2. The Planning Commission, in its independent judgment, has determined the Project to be exempt from environmental review pursuant to CEQA Guidelines section 15332 (In-Fill Development Projects). The Project qualifies for the "In-fill" exemption because it is located on a site of no more than five-acres substantially surrounded by urban uses; the Project site has no value as habitat for endangered, rare, or threatened species; approval of the pProject, as conditioned, would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site is connected to City sewer and water services and can adequately be served by all required utilities and public services.

3. After consideration of all evidence presented, and studies and investigations made by the Planning Commission and on its behalf, the Planning Commission makes the substantive findings and determinations, attached hereto as Exhibit "C," relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the Planning Commission reached a recommendation on the matter as hereinafter set forth.

4. The Application to use the Property for the Project, subject to each and all of the conditions hereinafter set forth in Exhibit "D," is hereby recommended for approval by the Planning Commission. The Planning Commission expressly declares that it would not have recommended approval of this Application except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the use permitted hereby.

5. The development plans for the Project, attached hereto as Exhibit "B," are on file in the Planning Division of the Community Development Department and are available for inspection by anyone interested herein. The Project is recommended for conditional approval set forth on the Application and Project drawings, all designated as recommended for approval by the Planning Commission, and which shall not be altered without the express authorization by the Planning Division. Any deviations from the approved development plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.

BE IT FURTHER RESOLVED that, pursuant to Government Code section 66020(d)(1):



1. NOTICE IS HEREBY GIVEN that the Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Community Development and Public Works Departments. The Applicant shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed to ensure that new development pays the capital costs associated with growth. The Applicant is advised to review the Planned Fee Updates portion of the web page, [www.escondido.org](http://www.escondido.org), and regularly monitor and/or review fee-related information to plan for the costs associated with undertaking the Project.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this Resolution begins on the effective date of this Resolution, and any such protest must be in a manner that complies with Government Code section 66020.

PASSED, ADOPTED, AND APPROVED by a majority vote of the Planning Commission of the City of Escondido, California, at a regular meeting held on the 25<sup>h</sup> day of January, 2022, by the following vote, to wit:

AYES: COMMISSIONERS:  
NOES: COMMISSIONERS:  
ABSTAINED: COMMISSIONERS:  
ABSENT: COMMISSIONERS:

\_\_\_\_\_  
KATHARINE BARBA, Chair  
Escondido Planning Commission

ATTEST:

\_\_\_\_\_  
ADAM FINESTONE, Secretary of the  
Escondido Planning Commission

I hereby certify that the foregoing Resolution was passed at the time and by the vote above stated.

\_\_\_\_\_  
Jessica Engel, Minutes Clerk  
Escondido Planning Commission

Decision may be appealed to City Council pursuant to Zoning Code Section 33-1303

## Exhibit A

### **Legal Description**

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

PARCEL C OF PARCEL MAP NO. 129, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, AUGUST 11, 1969.

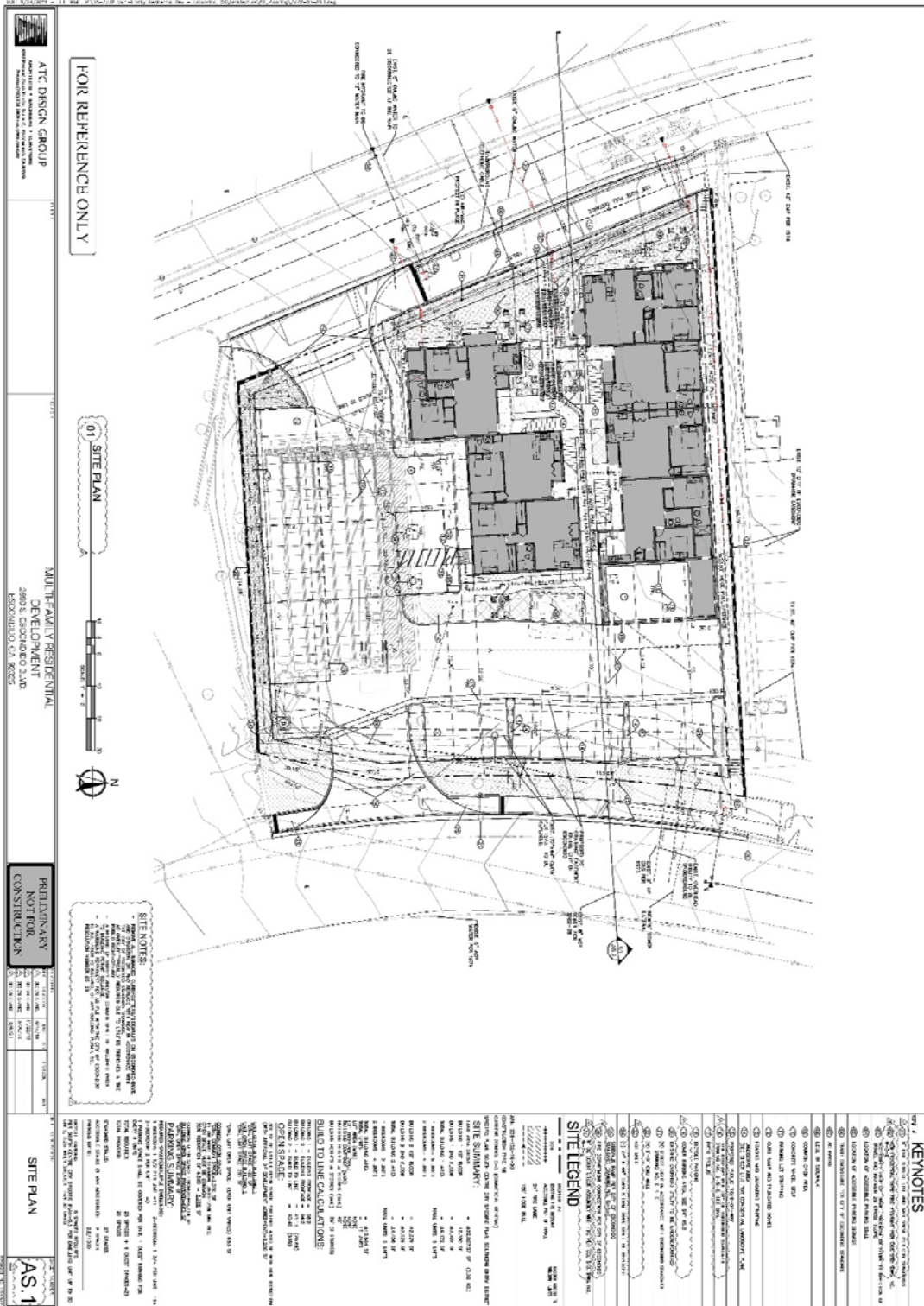
EXCEPTING THE INTEREST CONVEYED TO THE CITY OF ESCONDIDO IN AND TO THAT PORTION LYING SOUTHWESTERLY OF THE LOCATION AND PROLONGATION OF A LINE DRAWN PARALLEL WITH AND 11.00 FEET NORTHEASTERLY AT RIGHT ANGLES TO THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF SAID PARCEL C DESIGNATED AS "NORTH 22° 55' 00" WEST, 109.48 FEET.

EXCEPTING THEREFROM ALL WATER THAT MAY NOW OR AT ANY TIME HEREAFTER BE LOCATED OR CONTAINED UNDER SAID LAND, OR THAT MAY NOW OR AT ANY TIME HEREAFTER BE DEVELOPED OR TAKEN UPON SAID LAND, TOGETHER WITH ALL WATER AND WATER RIGHTS BELONGING OR APPURTENANT TO SAID LAND, INCLUDING THE RIGHT TO BUILD AND MAINTAIN DAMS AND TO DIG WELLS ON SAID LAND, AS GRANTED TO GREEN MUTUAL WATER COMPANY OF SAN DIEGO BY DEED RECORDED DECEMBER 12, 1952 IN BOOK 4685 PAGE 51 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, ALL OIL, PETROLEUM, NATURAL GAS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 VERTICAL FEET FROM THE SURFACE OF SAID LAND, FOR THE PURPOSE OF EXPLORING FOR, EXTRACTING, MINING, BORING, REMOVING, OR MARKETING SAID SUBSTANCES, HOWEVER, WITHOUT ANY RIGHT OF ANY ENTRY UPON THE SURFACE OF SAID LAND, AS RESERVED BY GULF OIL CORPORATION IN DEED RECORDED JULY 5, 1979 AS DOCUMENT NO. 79-278133 OF OFFICIAL RECORDS.

APN: 238-152-16-00

# EXHIBIT "B"



FOR REFERENCE ONLY

01 SITE PLAN



**ATC DESIGN GROUP**  
ARCHITECTS AND ENGINEERS  
10000 WILSON AVENUE, SUITE 100  
LOS ANGELES, CA 90024

**MULTI-FAMILY RESIDENTIAL DEVELOPMENT**  
2800S ESCOBEDO 2.0D  
ROCKFORD, CA 90085

**PHILIP MANN**  
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION
1	10/15/2014	ISSUED FOR PERMITS
2	01/15/2015	ISSUED FOR PERMITS
3	03/15/2015	ISSUED FOR PERMITS
4	05/15/2015	ISSUED FOR PERMITS
5	07/15/2015	ISSUED FOR PERMITS
6	09/15/2015	ISSUED FOR PERMITS
7	11/15/2015	ISSUED FOR PERMITS
8	01/15/2016	ISSUED FOR PERMITS
9	03/15/2016	ISSUED FOR PERMITS
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99	03/15/2031	ISSUED FOR PERMITS
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## KEYNOTES

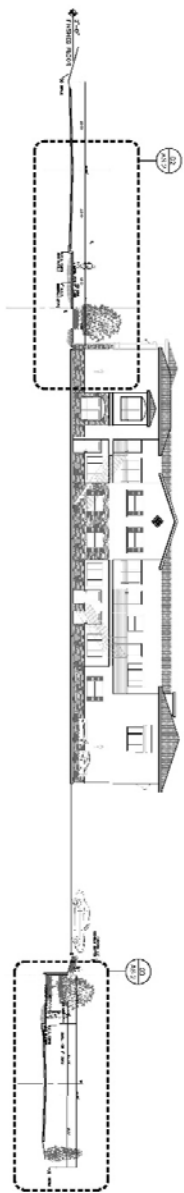
1. SEE PERMITS FOR ALL CITY OF LOS ANGELES REQUIREMENTS.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
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30. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA DESIGN CODE (CDC) AND THE CALIFORNIA CONSTRUCTION CODE (CCC).

## SITE LEGEND

- 1. EXISTING BUILDING FOOTPRINT
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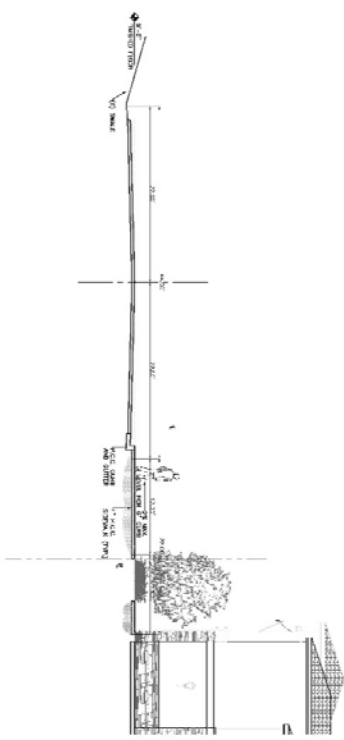
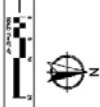
## SITE NOTES

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17. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA NUCLEAR CODE (CNC) AND THE CALIFORNIA RAILROAD CODE (CRC).
18. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PIPELINE CODE (CPC) AND THE CALIFORNIA TOWER CODE (CTC).
19. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA WIRELESS CODE (CWC) AND THE CALIFORNIA TELEVISION CODE (CTC).
20. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA RADIO CODE (CRC) AND THE CALIFORNIA SOUND CODE (CSC).
21. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA LIGHTING CODE (CLC) AND THE CALIFORNIA VISION CODE (CVC).
22. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA OPTICS CODE (COC) AND THE CALIFORNIA THERMAL CODE (CTC).
23. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ACOUSTIC CODE (CAC) AND THE CALIFORNIA VIBRATION CODE (CVC).
24. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTROMAGNETIC INTERFERENCE CODE (CEMIC) AND THE CALIFORNIA RADIATION CODE (CRC).
25. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BIOLOGICAL CODE (CBC) AND THE CALIFORNIA CHEMICAL CODE (CCC).
26. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PHYSICAL CODE (CPC) AND THE CALIFORNIA MATHEMATICAL CODE (CMC).
27. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATISTICAL CODE (CSC) AND THE CALIFORNIA COMPUTATIONAL CODE (CCC).
28. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ENGINEERING CODE (CEC) AND THE CALIFORNIA ARCHITECTURAL CODE (CAC).
29. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA DESIGN CODE (CDC) AND THE CALIFORNIA CONSTRUCTION CODE (CCC).

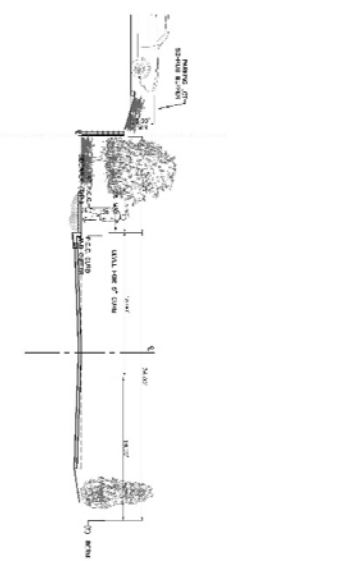


FOR REFERENCE ONLY

01 SITE SECTION  
SCALE: 1" = 8'-0"



02 STREET SECTION (S. ESCONCIDO BLVD.)  
SCALE: 1" = 8'-0"



03 STREET SECTION (ORANSTON DRIVE)  
SCALE: 1" = 8'-0"

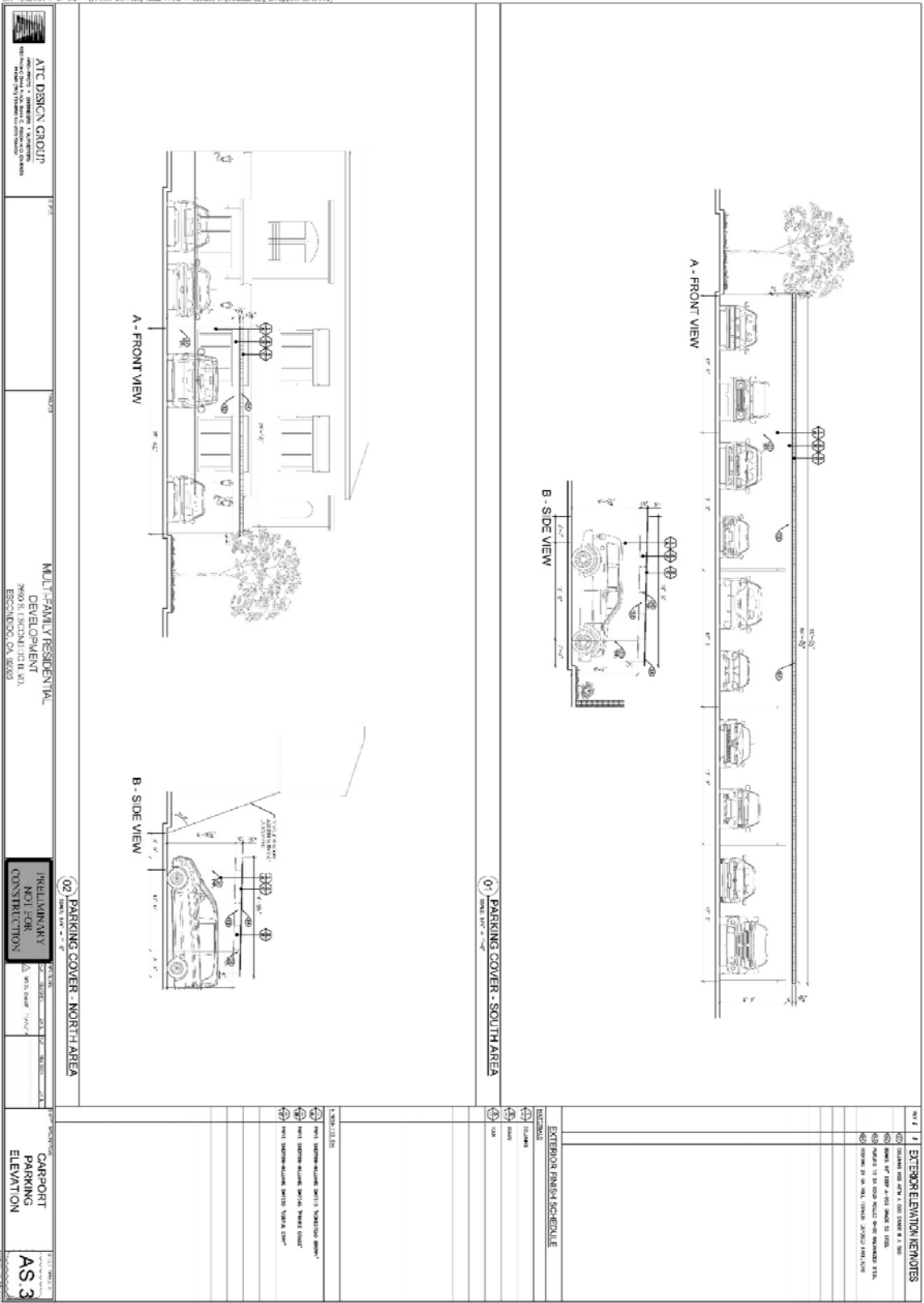
**AJC DESIGN GROUP**  
ARCHITECTS  
2000 S. ESCONCIDO BLVD., SUITE 200  
ESCONDIDO, CA 92026  
TEL: 760.941.8888  
WWW.AJCDG.COM

MULTIFAMILY RESIDENTIAL  
DEVELOPMENT  
2000 S. ESCONCIDO BLVD.  
ESCONDIDO, CA 92026

PRELIMINARY  
NOT FOR  
CONSTRUCTION

NO.	DATE	DESCRIPTION	BY	CHKD.
1	12/15/23	ISSUED FOR PERMITTING	AM	AM
2	12/15/23	ISSUED FOR PERMITTING	AM	AM
3	12/15/23	ISSUED FOR PERMITTING	AM	AM
4	12/15/23	ISSUED FOR PERMITTING	AM	AM
5	12/15/23	ISSUED FOR PERMITTING	AM	AM

AS.2



**ATE DESIGN GROUP**  
 1800 S. RIVER ST., SUITE 200  
 ESCANABO, MI 49829  
 TEL: 517.733.1111  
 WWW.ATEDSIGN.COM

**MULTI-FAMILY RESIDENTIAL DEVELOPMENT**  
 2600 S. ESCANABO DR. W1  
 ESCANABO, MI 49829

**PRELIMINARY NOT FOR CONSTRUCTION**

**CARPORT PARKING ELEVATION**  
**AS.3**

**EXTERIOR ELEVATION NOTES**

01. EXTERIOR FINISH SCHEDULE
02. MATERIALS
03. COLOURS
04. FINISHES
05. OTHER

**EXTERIOR FINISH SCHEDULE**

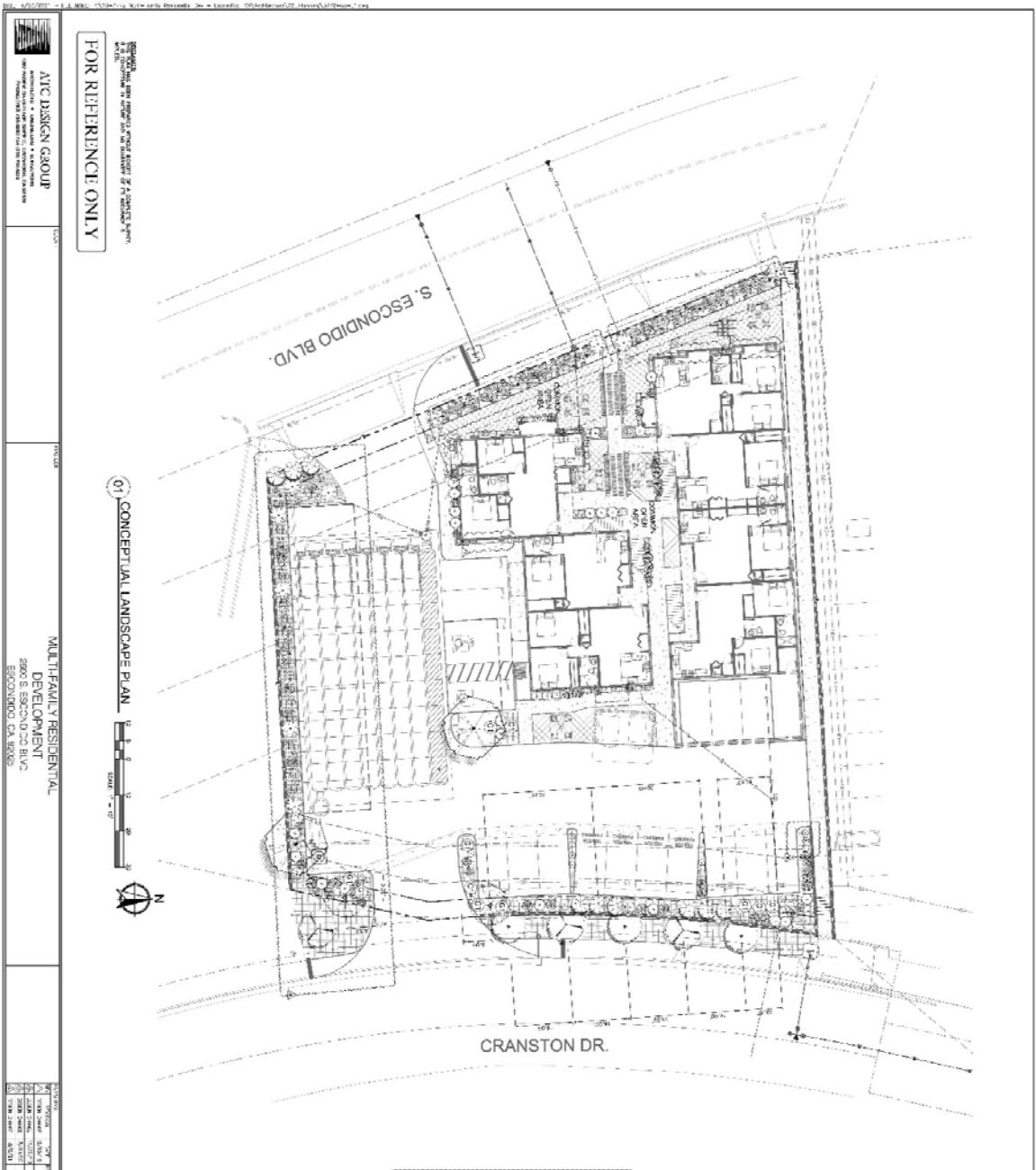
NO.	DESCRIPTION
1	CONCRETE
2	BRICK
3	STONE
4	WOOD
5	GLASS
6	OTHER

**EXTERIOR ELEVATION NOTES**

01. EXTERIOR FINISH SCHEDULE
02. MATERIALS
03. COLOURS
04. FINISHES
05. OTHER

**EXTERIOR ELEVATION NOTES**

01. EXTERIOR FINISH SCHEDULE
02. MATERIALS
03. COLOURS
04. FINISHES
05. OTHER



FOR REFERENCE ONLY

AVC DESIGN GROUP  
 2800 S ESCONDIDO BLVD  
 ESCONDIDO, CA 92026

MULTIFAMILY RESIDENTIAL  
 DEVELOPMENT  
 2800 S ESCONDIDO BLVD  
 ESCONDIDO, CA 92026

01 CONCEPTUAL LANDSCAPE PLAN



**ON-SITE LANDSCAPE TREES**

SYMBOL	DESCRIPTION	SIZE	QUANTITY	DATE	REVISION
(1)	SMALL TREE	12" DBH	2	1	
(2)	MEDIUM TREE	18" DBH	2	1	
(3)	LARGE TREE	24" DBH	2	1	

**SHRUBS**

SYMBOL	DESCRIPTION	SIZE	QUANTITY	DATE	REVISION
(4)	SMALL SHRUB	6" H	10	1	
(5)	MEDIUM SHRUB	12" H	10	1	
(6)	LARGE SHRUB	18" H	10	1	

**GROUND COVERS**

SYMBOL	DESCRIPTION	SIZE	QUANTITY	DATE	REVISION
(7)	GROUND COVER 1	12" DIA	10	1	
(8)	GROUND COVER 2	18" DIA	10	1	
(9)	GROUND COVER 3	24" DIA	10	1	

**BIO-RETENTION LANDSCAPE SHRUBS**

SYMBOL	DESCRIPTION	SIZE	QUANTITY	DATE	REVISION
(10)	BIO-RETENTION SHRUB 1	6" H	10	1	
(11)	BIO-RETENTION SHRUB 2	12" H	10	1	
(12)	BIO-RETENTION SHRUB 3	18" H	10	1	

**GROUND COVERS**

SYMBOL	DESCRIPTION	SIZE	QUANTITY	DATE	REVISION
(13)	GROUND COVER 4	12" DIA	10	1	
(14)	GROUND COVER 5	18" DIA	10	1	
(15)	GROUND COVER 6	24" DIA	10	1	

**CITY OF ESCONDIDO SIDEWALK LANDSCAPE TREES**

SYMBOL	DESCRIPTION	SIZE	QUANTITY	DATE	REVISION
(16)	CITY SIDEWALK TREE 1	12" DBH	2	1	
(17)	CITY SIDEWALK TREE 2	18" DBH	2	1	
(18)	CITY SIDEWALK TREE 3	24" DBH	2	1	

**GROUND COVERS**

SYMBOL	DESCRIPTION	SIZE	QUANTITY	DATE	REVISION
(19)	GROUND COVER 7	12" DIA	10	1	
(20)	GROUND COVER 8	18" DIA	10	1	
(21)	GROUND COVER 9	24" DIA	10	1	

CONCEPTUAL LANDSCAPE PLAN

**L1.0**

DATE: 10/15/2024

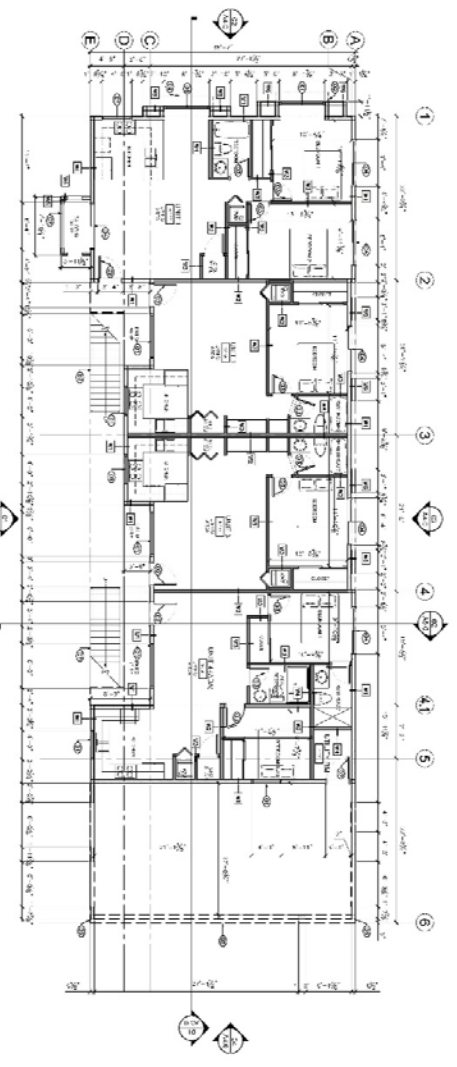
SCALE: 1" = 10'-0"

**AIC DESIGN GROUP**  
 ARCHITECTS  
 10000 WILSON AVENUE, SUITE 100  
 BELLFLOWER, CA 90706  
 TEL: 562.801.1100  
 WWW.AICDESIGNGROUP.COM

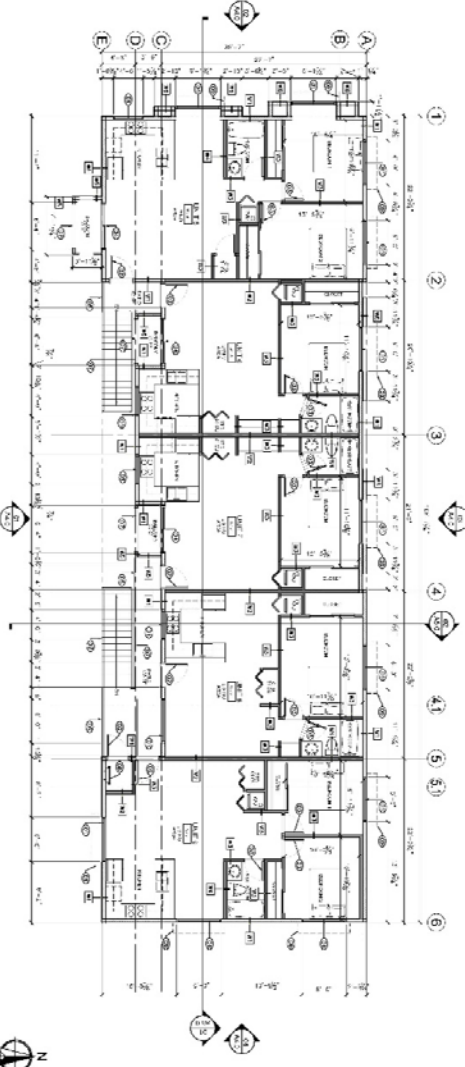
**MULTI-FAMILY RESIDENTIAL DEVELOPMENT**  
 2900 S SECOND ST BLDG  
 HESPERIA, CA 92530

**PERMITINARY CONSTRUCTION**

**FLOOR PLAN**  
**A1.0**



**01 FLOOR PLAN (1ST FLOOR)**



**02 FLOOR PLAN (2ND FLOOR)**

**FLOOR PLAN NOTES**

- 1. GENERAL NOTES REFER TO ALL OTHER DRAWINGS IN THIS SET.
- 2. REFER TO ALL OTHER DRAWINGS IN THIS SET.
- 3. REFER TO ALL OTHER DRAWINGS IN THIS SET.
- 4. REFER TO ALL OTHER DRAWINGS IN THIS SET.
- 5. REFER TO ALL OTHER DRAWINGS IN THIS SET.
- 6. REFER TO ALL OTHER DRAWINGS IN THIS SET.
- 7. REFER TO ALL OTHER DRAWINGS IN THIS SET.
- 8. REFER TO ALL OTHER DRAWINGS IN THIS SET.
- 9. REFER TO ALL OTHER DRAWINGS IN THIS SET.
- 10. REFER TO ALL OTHER DRAWINGS IN THIS SET.

**GENERAL NOTES**

ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF HESPERIA.

**WALL SCHEDULE**

NO.	DESCRIPTION	FINISH
01	CONCRETE WALL WITH 1/2" GYPSUM BOARD AND 5/8" DRYWALL	PAINT
02	CONCRETE WALL WITH 1/2" GYPSUM BOARD AND 5/8" DRYWALL	PAINT
03	CONCRETE WALL WITH 1/2" GYPSUM BOARD AND 5/8" DRYWALL	PAINT
04	CONCRETE WALL WITH 1/2" GYPSUM BOARD AND 5/8" DRYWALL	PAINT
05	CONCRETE WALL WITH 1/2" GYPSUM BOARD AND 5/8" DRYWALL	PAINT
06	CONCRETE WALL WITH 1/2" GYPSUM BOARD AND 5/8" DRYWALL	PAINT
07	CONCRETE WALL WITH 1/2" GYPSUM BOARD AND 5/8" DRYWALL	PAINT
08	CONCRETE WALL WITH 1/2" GYPSUM BOARD AND 5/8" DRYWALL	PAINT
09	CONCRETE WALL WITH 1/2" GYPSUM BOARD AND 5/8" DRYWALL	PAINT
10	CONCRETE WALL WITH 1/2" GYPSUM BOARD AND 5/8" DRYWALL	PAINT

**SYMBOL LEGEND**

	1ST FLOOR PLAN
	2ND FLOOR PLAN
	SECTION CUT
	DOOR
	WINDOW
	WALL
	CEILING GRID
	FLOOR GRID
	STAIRS
	ELEVATOR
	RAMP
	MECHANICAL EQUIPMENT
	ELECTRICAL EQUIPMENT
	PLUMBING EQUIPMENT
	FIRE EQUIPMENT
	STRUCTURAL EQUIPMENT

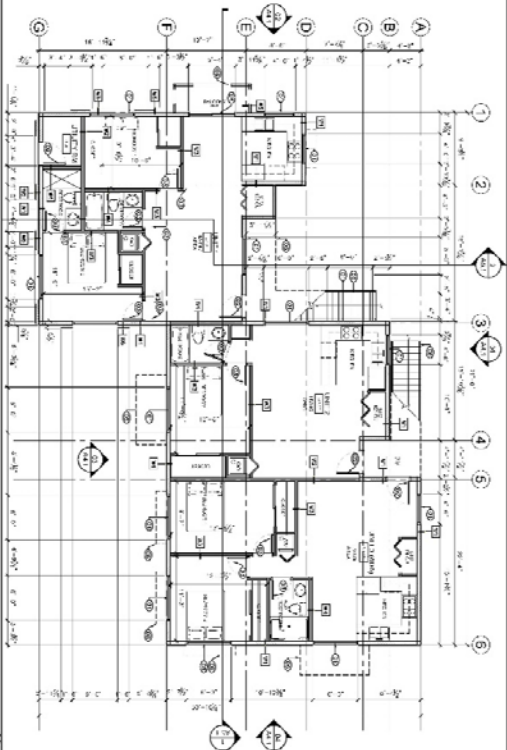


**ATC DESIGN GROUP**  
 ARCHITECTURAL FIRM  
 1000 BROADWAY, SUITE 1000  
 SAN FRANCISCO, CA 94104  
 TEL: 415.774.8888  
 WWW.ATCDG.COM

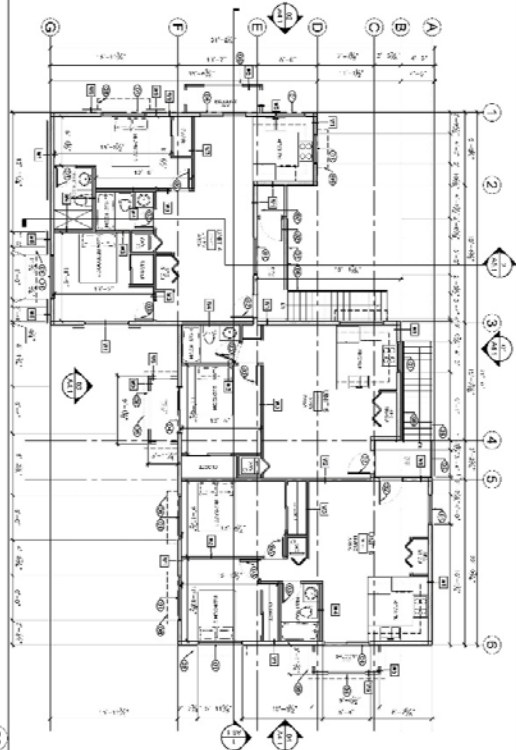
**MULTI-FAMILY RESIDENTIAL DEVELOPMENT**  
 2909S 182ND AVE N.E.  
 SEASIDE, CA 95762

**PRELIMINARY NOT FOR CONSTRUCTION**

**FLOOR PLAN**  
 A1.1  
 12/21/12



**01 FLOOR PLAN (1ST FLOOR)**  
 SCALE: 3/8" = 1'-0"



**02 FLOOR PLAN (2ND FLOOR)**  
 SCALE: 3/8" = 1'-0"

SYMBOL LEGEND	
	WALL TYPE
	EXTERIOR CLASP DOORS
	INTERIOR SWINGING DOORS

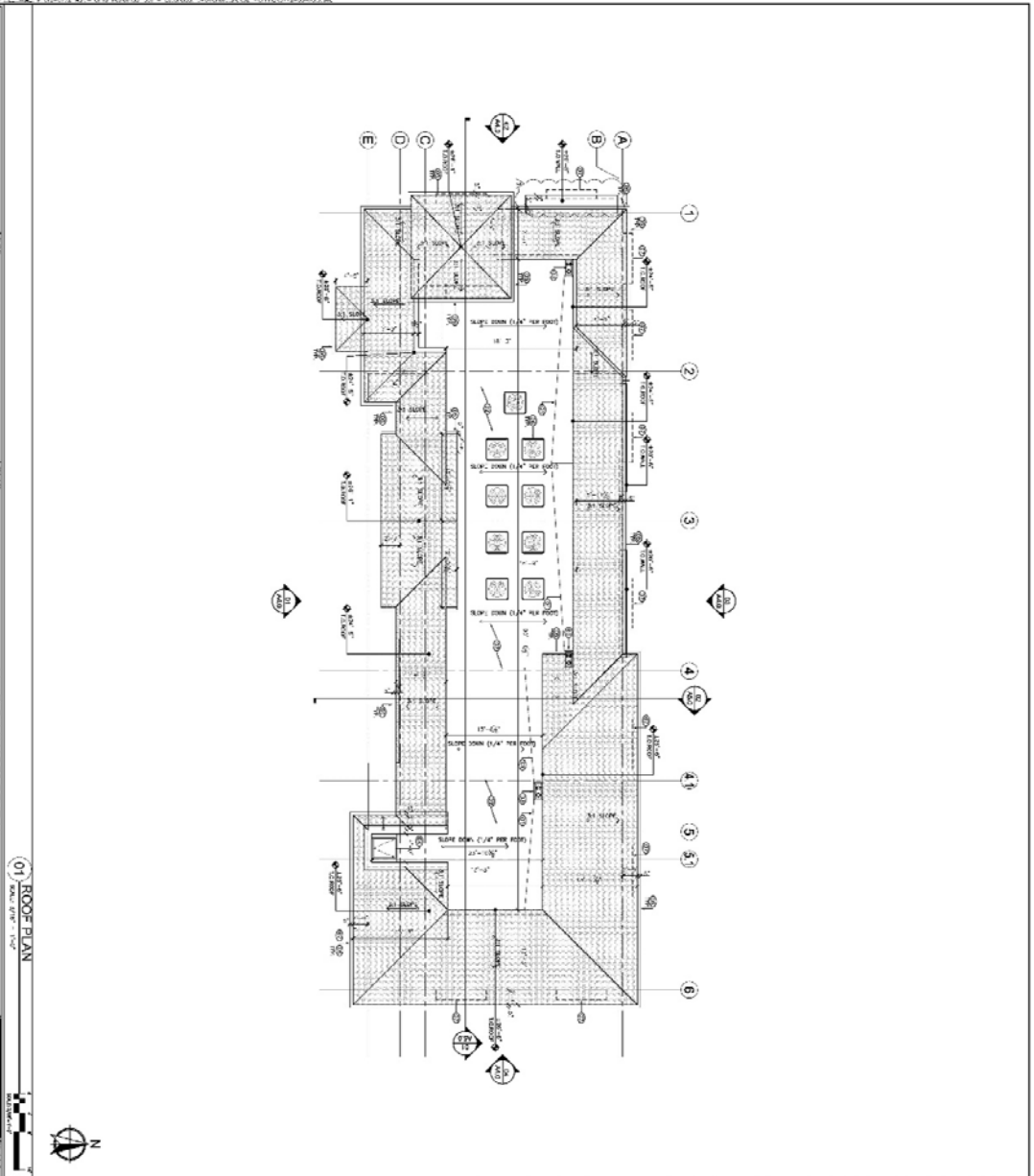
  

WALL SCHEDULE	DESCRIPTION
1	CONCRETE
2	CMU
3	1/2" GYP BOARD
4	5/8" GYP BOARD
5	1/2" GYP BOARD
6	5/8" GYP BOARD
7	1/2" GYP BOARD
8	5/8" GYP BOARD
9	1/2" GYP BOARD
10	5/8" GYP BOARD
11	1/2" GYP BOARD
12	5/8" GYP BOARD
13	1/2" GYP BOARD
14	5/8" GYP BOARD
15	1/2" GYP BOARD
16	5/8" GYP BOARD
17	1/2" GYP BOARD
18	5/8" GYP BOARD
19	1/2" GYP BOARD
20	5/8" GYP BOARD
21	1/2" GYP BOARD
22	5/8" GYP BOARD
23	1/2" GYP BOARD
24	5/8" GYP BOARD
25	1/2" GYP BOARD
26	5/8" GYP BOARD
27	1/2" GYP BOARD
28	5/8" GYP BOARD
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31	1/2" GYP BOARD
32	5/8" GYP BOARD
33	1/2" GYP BOARD
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41	1/2" GYP BOARD
42	5/8" GYP BOARD
43	1/2" GYP BOARD
44	5/8" GYP BOARD
45	1/2" GYP BOARD
46	5/8" GYP BOARD
47	1/2" GYP BOARD
48	5/8" GYP BOARD
49	1/2" GYP BOARD
50	5/8" GYP BOARD

GENERAL NOTES	
1	ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
2	ALL WALLS ARE TO BE CONCRETE UNLESS NOTED OTHERWISE.
3	ALL DOORS ARE TO BE 2'-0" X 6'-8" UNLESS NOTED OTHERWISE.
4	ALL WINDOWS ARE TO BE 2'-0" X 4'-0" UNLESS NOTED OTHERWISE.
5	ALL FLOORS ARE TO BE 1/2" GYP BOARD ON 5/8" GYP BOARD UNLESS NOTED OTHERWISE.
6	ALL CEILING ARE TO BE 5/8" GYP BOARD UNLESS NOTED OTHERWISE.
7	ALL ROOF ARE TO BE 4" CONCRETE ON 2" GYP BOARD UNLESS NOTED OTHERWISE.
8	ALL EXTERIOR WALLS ARE TO BE 8" CONCRETE ON 2" GYP BOARD UNLESS NOTED OTHERWISE.
9	ALL EXTERIOR ROOF ARE TO BE 4" CONCRETE ON 2" GYP BOARD UNLESS NOTED OTHERWISE.
10	ALL INTERIOR WALLS ARE TO BE 5/8" GYP BOARD ON 1/2" GYP BOARD UNLESS NOTED OTHERWISE.
11	ALL INTERIOR ROOF ARE TO BE 5/8" GYP BOARD ON 1/2" GYP BOARD UNLESS NOTED OTHERWISE.
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50	ALL INTERIOR WALLS ARE TO BE 5/8" GYP BOARD ON 1/2" GYP BOARD UNLESS NOTED OTHERWISE.

- FLOOR PLAN KEYNOTES**
- 01 EXTERIOR DOOR
  - 02 EXTERIOR WALL
  - 03 INTERIOR DOOR
  - 04 INTERIOR WALL
  - 05 INTERIOR FLOOR
  - 06 INTERIOR CEILING
  - 07 INTERIOR ROOF
  - 08 INTERIOR WALL
  - 09 INTERIOR ROOF
  - 10 INTERIOR WALL
  - 11 INTERIOR ROOF
  - 12 INTERIOR WALL
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  - 49 INTERIOR ROOF
  - 50 INTERIOR WALL



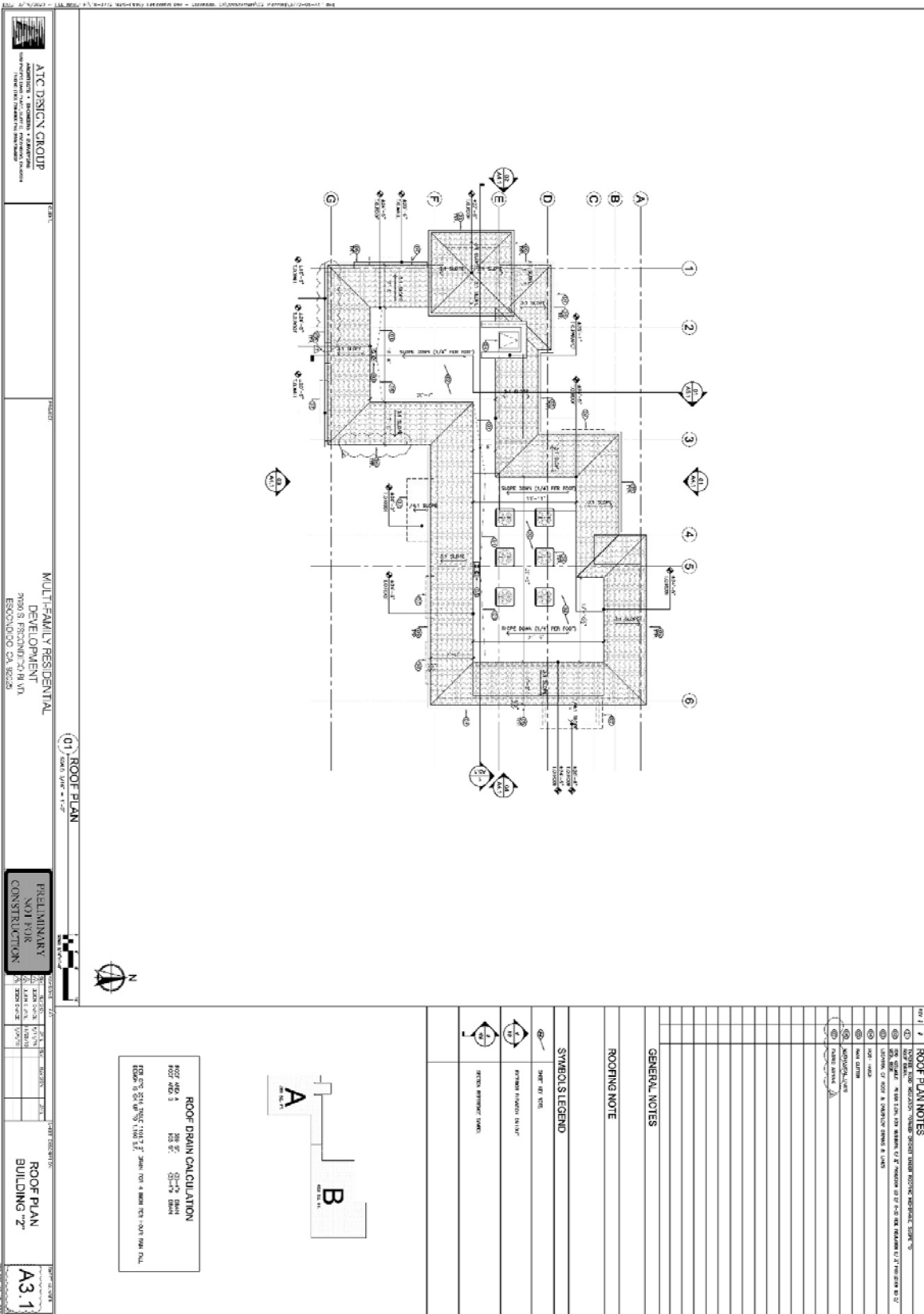
ROOF PLAN NOTES	
01	SEE GENERAL NOTES FOR ROOFING REQUIREMENTS.
02	SEE GENERAL NOTES FOR ROOFING REQUIREMENTS.
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04	SEE GENERAL NOTES FOR ROOFING REQUIREMENTS.
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100	SEE GENERAL NOTES FOR ROOFING REQUIREMENTS.

**ROOF DRAIN CALCULATION**

ROOF AREA A	400 SF	12/12	1.00	400
ROOF AREA B	400 SF	12/18	0.75	300
ROOF AREA C	400 SF	12/24	0.50	200
<b>TOTAL</b>	<b>1200 SF</b>			<b>900</b>

DESIGNED BY: [Name] DATE: [Date]





**ATC DESIGN GROUP**  
 ARCHITECTURAL DESIGN & CONSTRUCTION  
 1000 S. FERRIS AVENUE, SUITE 100  
 ESCUNTO, CA 95025

**MULTI-FAMILY RESIDENTIAL DEVELOPMENT**  
 9500 S. FERRIS AVENUE  
 ESCUNTO, CA 95025

**PRELIMINARY NOT FOR CONSTRUCTION**

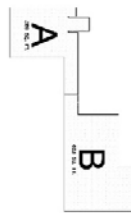
**ROOF PLAN BUILDING "Z"**

**A3.1**

**01 ROOF PLAN**  
 SCALE: 1/8" = 1'-0"



**ROOF DRAIN CALCULATION**  
 ROOF AREA: 10,000 SQ. FT.  
 ROOF AREA: 10,000 SQ. FT.  
 DRAINAGE: 10,000 SQ. FT.  
 DRAINAGE: 10,000 SQ. FT.



ROOF PLAN NOTES	
1	SEE GENERAL NOTES
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100	SEE GENERAL NOTES

The drawings show four exterior elevations of a multi-story building. Section 01 (South Elevation) shows the front facade with a central entrance and a gabled roof. Section 02 (West Elevation) shows a side profile with a prominent chimney. Section 03 (North Elevation (Rear)) shows the rear facade with a large covered porch area. Section 04 (East Elevation) shows the side profile from the opposite end. Each section includes detailed structural and material annotations.

**SECTION 01 - EXTERIOR ELEVATION NOTES**

- 01.01 EXTERIOR ELEVATION
- 01.02 EXTERIOR ELEVATION
- 01.03 EXTERIOR ELEVATION
- 01.04 EXTERIOR ELEVATION
- 01.05 EXTERIOR ELEVATION
- 01.06 EXTERIOR ELEVATION
- 01.07 EXTERIOR ELEVATION
- 01.08 EXTERIOR ELEVATION
- 01.09 EXTERIOR ELEVATION
- 01.10 EXTERIOR ELEVATION
- 01.11 EXTERIOR ELEVATION
- 01.12 EXTERIOR ELEVATION
- 01.13 EXTERIOR ELEVATION
- 01.14 EXTERIOR ELEVATION
- 01.15 EXTERIOR ELEVATION

**EXTERIOR FINISH SCHEDULE**

NO.	DESCRIPTION
01	CONCRETE
02	BRICK
03	STUCCO
04	WOOD
05	GLASS
06	METAL
07	PAINT
08	ROOFING
09	LANDSCAPING
10	MECHANICAL
11	ELECTRICAL
12	PLUMBING
13	HEATING
14	Cooling
15	Other

**LEGEND**

- 01.01 EXTERIOR ELEVATION
- 01.02 EXTERIOR ELEVATION
- 01.03 EXTERIOR ELEVATION
- 01.04 EXTERIOR ELEVATION
- 01.05 EXTERIOR ELEVATION
- 01.06 EXTERIOR ELEVATION
- 01.07 EXTERIOR ELEVATION
- 01.08 EXTERIOR ELEVATION
- 01.09 EXTERIOR ELEVATION
- 01.10 EXTERIOR ELEVATION
- 01.11 EXTERIOR ELEVATION
- 01.12 EXTERIOR ELEVATION
- 01.13 EXTERIOR ELEVATION
- 01.14 EXTERIOR ELEVATION
- 01.15 EXTERIOR ELEVATION

**A/C DESIGN GROUP**  
ARCHITECTS • ENGINEERS • LANDSCAPE ARCHITECTS  
10000 W. CENTRAL EXPRESSWAY, SUITE 200  
DANA POINT, CALIFORNIA 92629

**MULTI-FAMILY RESIDENTIAL DEVELOPMENT**  
2890 ESCUDIDO BLVD.  
ESCUDIDO, CA 95020

**PRELIMINARY NOT FOR CONSTRUCTION**

**EXTERIOR ELEVATIONS BUILDING 1\***  
**A4.0**

**ATC DESIGN GROUP**  
ARCHITECTURAL DESIGN & CONSTRUCTION

**MULTI-FAMILY RESIDENTIAL DEVELOPMENT**  
28905 ESCONCADO BLVD  
ESCONCADO, CA 92625

**PRELIMINARY**  
SOUTH  
CONSTRUCTION

**01 SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"

**02 WEST ELEVATION**  
SCALE: 1/8" = 1'-0"

**03 NORTH ELEVATION (REAR)**  
SCALE: 1/8" = 1'-0"

**04 EAST ELEVATION**  
SCALE: 1/8" = 1'-0"

NO.	DESCRIPTION
01	CONCRETE SLAB ON GRADE
02	CONCRETE BLOCK CMU WALLS
03	CONCRETE BLOCK CMU ROOF
04	ASPH/FLT ROOFING
05	EXTERIOR WALL FINISHES
06	EXTERIOR WALL FINISHES
07	EXTERIOR WALL FINISHES
08	EXTERIOR WALL FINISHES
09	EXTERIOR WALL FINISHES
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100	EXTERIOR WALL FINISHES



**ATC DESIGN GROUP**  
 ARCHITECTS • ENGINEERS • INTERIORS  
 2800 S. COVINGTON BLVD.  
 SUITE 100  
 DENVER, CO 80202

**MULTI-FAMILY RESIDENTIAL DEVELOPMENT**  
 2800 S. COVINGTON BLVD.  
 DENVER, CO 80202

**01 NORTH ELEVATION**  
 SCALE: 3/8" = 1'-0"

**02 WEST ELEVATION**  
 SCALE: 3/8" = 1'-0"

**03 SOUTH ELEVATION (REAR)**  
 SCALE: 3/8" = 1'-0"

**04 EAST ELEVATION**  
 SCALE: 3/8" = 1'-0"

**EXTERIOR FINISH SCHEDULE**

**EXTERIOR ELEVATIONS BUILDING 2**  
**A4.1**

**ATC DESIGN GROUP**  
 ARCHITECTS & ENGINEERS  
 1001 AVENUE 108, SUITE 100  
 SAN ANTONIO, TEXAS 78203  
 (512) 343-1111

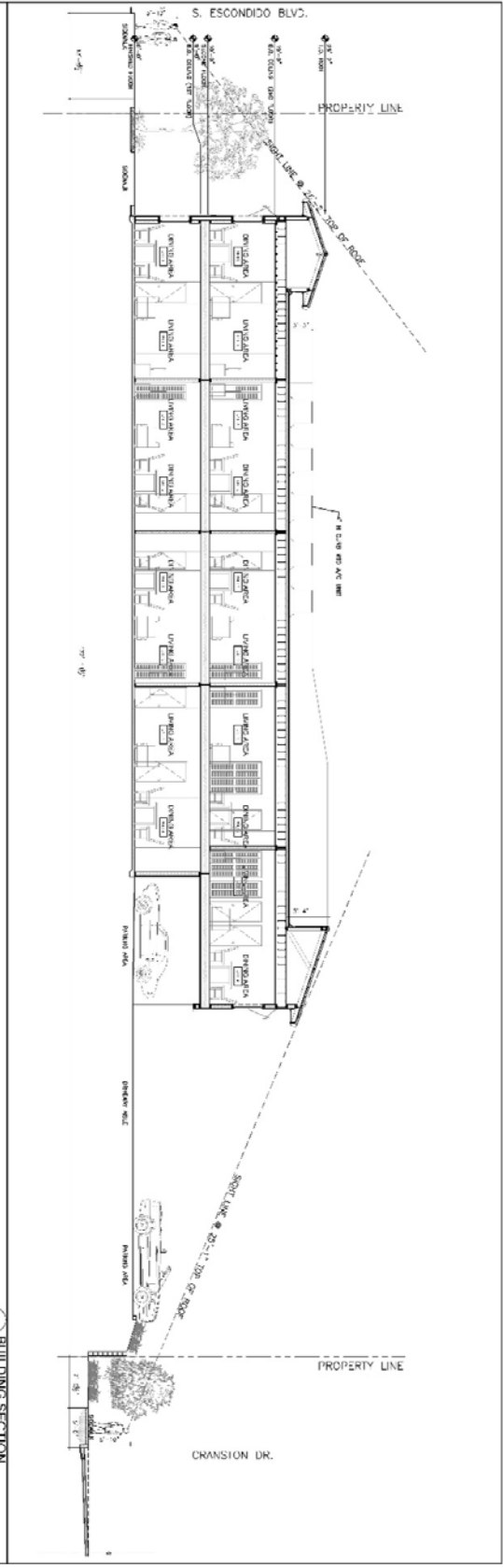
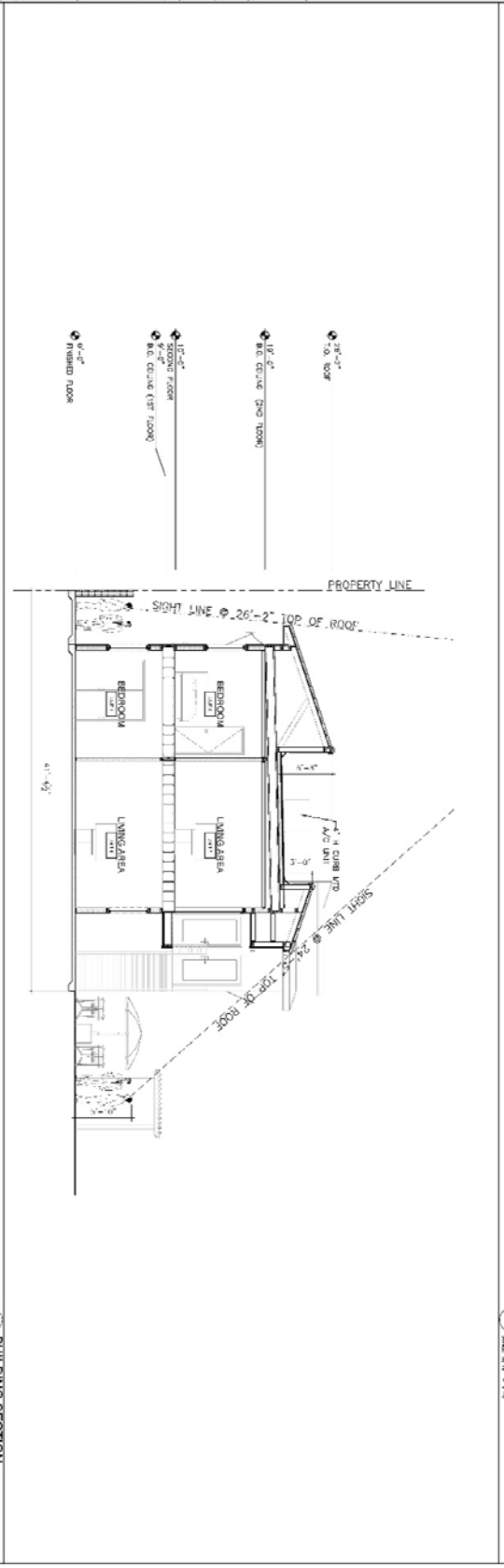
DATE: 11/11/11  
 NO. 018

**MULTI-FAMILY RESIDENTIAL DEVELOPMENT**  
 PHASE 3, ESCONCIDO BLVD.  
 ESCONCIDO, CA 95025

**PRELIMINARY NOT FOR CONSTRUCTION**

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	11/11/11	...	...
2	...	...	...	...
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10	...	...	...	...

**BUILDING SECTION**  
 BUILDING SECTION  
 BUILDING 111  
 A5.0



**ATC DESIGN GROUP**  
ARCHITECTS • INTERIORS • LANDSCAPE ARCHITECTS  
1300 S. ESCONDIDO BLVD, SUITE 100  
ESCONDIDO, CA 92025

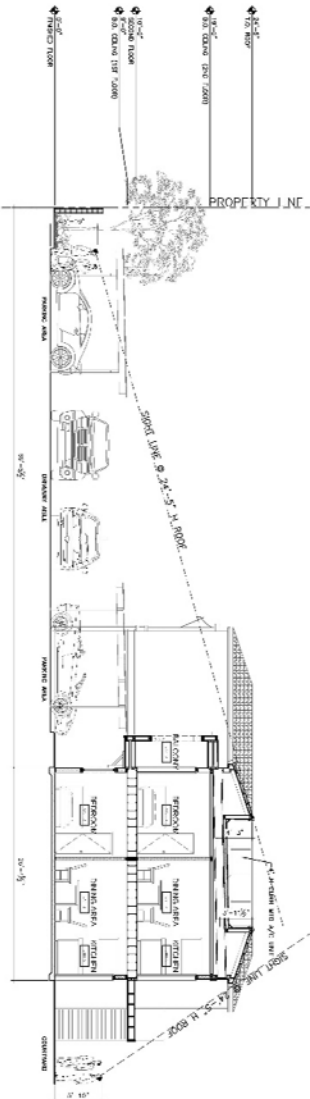
MULTI-FAMILY RESIDENTIAL DEVELOPMENT  
2990 S. ESCONDIDO BLVD.  
ESCONDIDO, CA 92025

**PRELIMINARY NOT FOR CONSTRUCTION**

NO.	DATE	DESCRIPTION
1	10/01/2020	ISSUED FOR PERMITS
2	11/01/2020	FOR PRELIMINARY CONSTRUCTION

**BUILDING SECTION**  
SCALE: 3/8" = 1'-0"

**A5.1**  
DATE: 11/15/2020

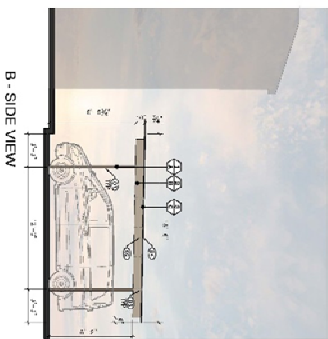
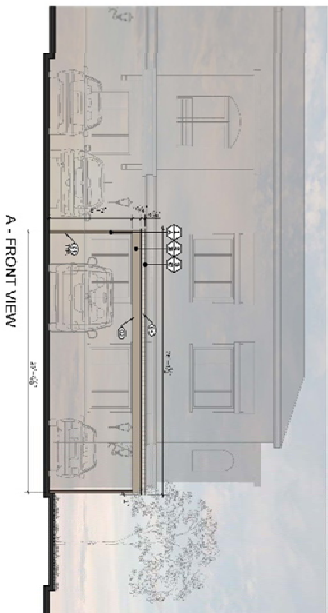
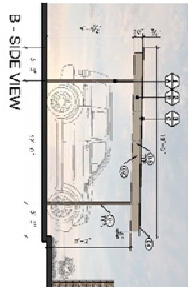
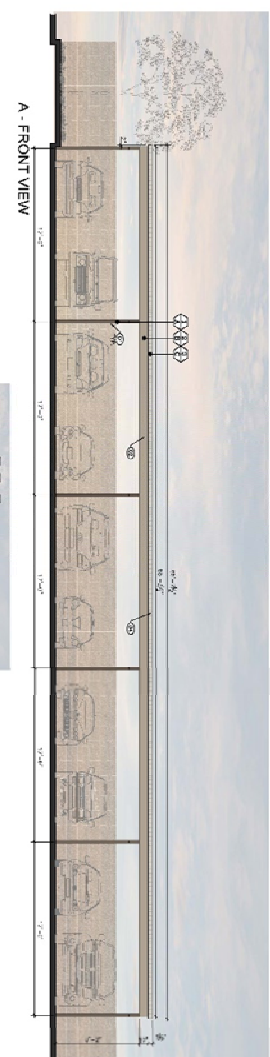


**02** BUILDING SECTION



**01** BUILDING SECTION





**01 PARKING COVER - SOUTH AREA**

**02 PARKING COVER - NORTH AREA**

**03 EXTERIOR ELEVATION NOTES**

- 1. FINISHES TO BE AS SHOWN ON SHEET 04
- 2. FINISHES TO BE AS SHOWN ON SHEET 04
- 3. FINISHES TO BE AS SHOWN ON SHEET 04
- 4. FINISHES TO BE AS SHOWN ON SHEET 04

**EXTERIOR FINISH SCHEDULE**

NO.	DESCRIPTION
1	CONCRETE
2	PAINT
3	ROOF

**FINISHES**

- 1. PAINT - EXTERIOR WALLS - "CONCRETE GREY"
- 2. PAINT - EXTERIOR WALLS - "WHITE GRANT GRAY"
- 3. PAINT - EXTERIOR WALLS - "WHITE GRANT GRAY"

**ATC DESIGN GROUP**  
ARCHITECTS  
1000 S. GARDEN AVENUE, SUITE 100  
SCARSDALE, NY 11757

**MULTI-FAMILY RESIDENTIAL DEVELOPMENT**  
2500 S. EIGHTH AVENUE  
SCARSDALE, NY 11757

**PHILIPINAKY**  
NOT FOR CONSTRUCTION

**CARPENTRY PARKING ELEVATION**

**AS.3**

## EXHIBIT “C”

### PLANNING CASE NOS. ADM18-0225 & PL22-0021.

### FACTORS TO BE CONSIDERED / FINDINGS OF FACT

#### **Environmental Determinations:**

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) (“CEQA”), and its implementing regulations (14 C.C.R. § 15000 et seq.) (“CEQA Guidelines”), the City of Escondido (“City”) is the Lead Agency for the Project, as the public agency with the principal responsibility for approving the Project.
2. The Project qualifies for an exemption from further environmental review pursuant to CEQA Guidelines section 15332 (In-Fill Development Projects) because the Project is consistent with applicable provisions of the Escondido General Plan and South Centre City Specific Plan; is on a site within city limits that is of no more than five acres and is substantially surrounded by urban uses; ie on a site has no habitat value for special status species; can be adequately served by all required utilities and public services, and would not result in any significant effects relating to traffic, noise, air quality, or water quality. Technical studies were requested by the Planning Division to substantiate the categorical exemption as applied to the Project. The proposed Project meets the following criteria:

The Project also does not trigger any exceptions to the categorical exemption as listed in CEQA Guidelines section 15300.2.

3. The Planning Commission has independently considered the full administrative record before it, which includes but is not limited to the January 25, 2022, Planning Commission Staff Report; testimony by staff and the public; and other materials and evidence submitted or provided to it. The administrative record demonstrates that each of the above requirements have been satisfied. No substantial evidence has been submitted that would support a finding that any of the above-described exemption requirements has not been satisfied. The Project will not have a significant effect on the environment, and all of the requirements of CEQA have been met.

#### **Public Notice and Outreach:**

Planning Division staff provided public notice of the application in accordance with City and State public noticing requirements. A notice was published in the local newspaper on January 13, 2022. In addition, notices were sent to owners and occupants within 500 feet of the Project site on January 10, 2022. A public notice was also posted at the Project site, on the City’s website, and posted at City Hall and City Library.

### **No Net Loss:**

1. The purpose of Government Code section 65863 (“No Net Loss Law”), is to ensure development opportunities remain available throughout the planning period to accommodate a jurisdiction’s regional housing need allocation (“RHNA”), especially for lower- and moderate-income households. Jurisdictions also cannot approve new housing at significantly lower densities or at different income categories than was projected in the Housing Element without making specific findings and identifying other sites that could accommodate these units and affordability levels “lost” as a result of the approval.
2. The Project complies with the Housing Element portion of the General Plan and California State No Net Loss Zoning Law, in that:
  - a. The City’s Fifth RHNA Cycle consists of 4,175 total units, including 733 moderate-income units and 1,873 lower-income units. The Housing Element Residential Site Inventory identified a total capacity for 4,561 units to accommodate extremely/very low, low, moderate, and above moderate-income affordability levels.
  - b. Since 2012, the City has produced 1,866 total housing units during the course of the Fifth RHNA Cycle. As of January 1, 2021, the total remaining RHNA obligation is 2,309 total units, including 655 moderate-income units and 1,634 lower-income units.
  - c. Government Code section 65583(a)(3) requires local governments to prepare an inventory of land suitable for residential development, including vacant sites and sites having the potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites. The City performed this analysis in March, 2021, and identified suitable sites that can be developed for housing. Overall, vacant and underutilized properties in the South Centre City Specific Plan area are projected to accommodate 1,038 new moderate-income and lower-income units. The Project would result in no net loss because it will be developed at the maximum density permitted for the property as identified in the South Centre City Specific Plan, and total housing yield capacity exceeds the remaining RHNA obligations in the lower-income category.
  - d. The inventory of suitable land within the Downtown Specific Plan and South Centre City Specific Plan may be used to identify sites that can be developed for housing within the Fifth RHNA Cycle planning period. With the entitlement of the Project, there are available sites in the Housing Element Residential Site Inventory adequate to meet the City’s RHNA for very low and low-income categories.

### **Plot Plan Findings**

1. The proposed Project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, South Centre City Specific Plan provisions, Specific Planning Area provisions, and Improvement Standards adopted by the City.

2. The Project site is zoned SP and is within the Southern Entry District of the South Centre City Specific Plan. One goal of the Southern Entry District is to encourage the orderly development and to ensure the presence of new development is part of the neighborhood balance. The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the surrounding area. The architecture, including the scale and quality of the design, relationship with the site and other buildings, building materials, colors, screening of exterior appurtenances, exterior lighting and signing and similar elements establishes a clear design concept and is compatible with nearby properties. In addition, the Project's design utilizes a variation of structural and non-structural elements to reduce the facility's overall scale and ensure that the development respects the architectural character established in adjacent residential and commercial development, but adds value with significant reinvestment on the subject property. Overall, the Project enhances the site's character and complements surrounding development.
3. As proposed, the Project utilizes a functional layout that adequately achieves the City's required parking, pedestrian access, landscaping, and lighting development provisions. The proposed site is adequate in size and shape to accommodate the yards, walls, fences, and parking, landscaping and other development features prescribed by Code, or as is otherwise required in order to integrate said use with the uses in the surrounding area.
4. The proposed site is adequately served by highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic such use would generate; or by other forms of transit adequate to carry the kind and quantity of individuals such use would generate.
5. The proposed use at the location requested will not adversely affect the peace, health, safety, morals or welfare of persons residing or working in the surrounding area; and will not have a substantial adverse effect on abutting property or the allowed use of the abutting property because it will not generate excessive noise, traffic, vibration, or other disturbance. Furthermore, the Project is subject to conditions of approval that will ensure consistency with all standard requirements.

**Development Agreement Determination:**

1. The proposed Development Agreement is consistent with the objectives, polices, general land uses, and programs specified in the General Plan since there are no changes to the General Plan land uses designations or polices that effect 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, because

the General Plan land use designation of this site is Specific Plan Area, which allows the number of dwelling units approved for the development in conformance with the South Center City Specific Plan, Southern Entry District.

3. The proposed Development Agreement conforms to the public convenience and general welfare because the proposed agreement provides a reduction in the required open space requirements and a payment per-square-foot in lieu fee that would contribute toward the cost of installing, improving, and/or expanding parkland or facilities in the South Centre City Area.
4. The proposed Development Agreement will not adversely affect the orderly development of property or the preservation of property values because the Project will be developed with multi-family residences, in conformance with the existing General Plan designation on the property.
5. The Development Agreement is consistent with the provisions of State law (Government Code, Sections 65864-65869.5) to develop in accordance with project approvals and existing laws. These Government Code sections outline requirements related to the contents of agreements, the applicability of an agreement and on the public hearing and approval process. 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 Development Agreement provides certainty to the Applicant regarding fees required and construction obligations for associated public improvements for a period of five years. In addition, the agreement complies with Article 58 of the Escondido Zoning Code, which outlines the procedures and requirements for the review, approval and amendment of development agreements

## EXHIBIT “D”

### PLANNING CASE NOS. ADM18-0225 & PL22-0021

#### CONDITIONS OF APPROVAL

This Project is conditionally recommended for approval by the City Council as set forth on the application received by the City of Escondido on **November 28, 2018**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated recommended for approval on **January 25, 2022**, and shall not be altered without express authorization by the Community Development Department.

For the purpose of these conditions, the term “Applicant” shall also include the Project proponent, owner, permittee, and the Applicant’s successors in interest, as may be applicable.

#### A. General:

1. **Acceptance of Permit.** If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
  - a. Acceptance of the Permit by the Applicant; and
  - b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
2. **Permit Expiration.** If the Permit was filed as or concurrent with a Tentative Map or Planned Development application, the Permit shall expire 36 months from the effective date of approval, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If not filed as concurrent with a Tentative Map or Planned Development application, the Permit shall automatically expire after one year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

The Permit shall be deemed expired if a building permit has not been obtained or work has been discontinued in the reliance of that building permit. If no building permits are required, the City may require a noticed hearing to be scheduled before the authorized agency to determine if there has been demonstrated a good faith intent to proceed, pursuant to and in accordance with the provision of this Permit.

- 3. Certification.** The Director of Community Development, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. Three copies of final Approved Plan set, shall be submitted to the Planning Division for certification. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.
- 4. Conformance to Approved Plans.**

  - a. The operation and use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.
  - b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
  - c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Community Development to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.
- 5. Limitations on Use.** Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Community Development Department.
- 6. Certificate of Occupancy.**

  - a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.
  - b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Community Development.

**7. Availability of Permit Conditions.**

- a. Prior to building permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Community Development.
- b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

**8. Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

**9. Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

No part of this Permit's approval shall be construed to permit a violation of any part of the Escondido Municipal or Zoning Code. **During** Project construction and after Project completion, the Applicant shall ensure the subject land use activities covered by this Permit is conducted in full compliance with all local and state laws.

**10. Fees.** The appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Community Development. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Community Development Department.

**11. Funding Mechanism for Public Services.** The Applicant shall establish a lawful, proportional funding mechanism to offset the impacts to additional ongoing public services



required for the Project. To fund such public services, the Applicant may voluntarily initiate and consummate proceedings to participate in a community facilities, assessment, or service district organized and adopted by the City in accordance with local, state, or federal law, or alternatively, the Applicant may establish another lawful funding mechanism reasonably acceptable to the City.

**12. Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any 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.

**13. Clerk Recording.**

- a. **Exemption.** If the environmental determination prepared for the Project is a categorical exemption, the City of Escondido hereby notifies the Applicant that the County Clerk's Office requires a documentary handling fee of \$50 in order to file a Notice of Exemption. In order to file the Notice of Exemption with the County Clerk, in conformance with California Environmental Quality Act (CEQA) Guidelines section 15062, the Applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the Project (the final approval being the date of this letter) a certified check payable to the "County Clerk" in the amount of \$50. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35-day statute of limitations period on legal challenges to the agency's decision that the Project is exempt from CEQA. Failure to submit the required fee within the specified time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180-day statute of limitations period will apply.
- b. For more information on filing fees, please refer to the County Clerk's Office and/or the California Code of Regulations, Title 14, Section 753.5.

**14. Legal Description Adequacy.** 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.

**15. Application Accuracy.** The information contained in the application and all attached materials are assumed to be correct, true, and complete. The City of Escondido is relying on the accuracy of this information and Project-related representations in order to process this application. Any permits issued by the City may be rescinded if it is determined that the information and materials submitted are not true and correct. The Applicant may be liable for any costs associated with rescission of such permits.

**16. Enforcement.** If any of the terms, covenants, or conditions contained herein shall fail to occur or if they are, by their terms, to be implemented and maintained over time, the City of Escondido shall have the right to deny or withhold subsequent permit approvals or

permit inspections that are derived from the application entitlements herein granted; issue stop work orders; pursue abatement orders, penalties, or other administrative remedies as set forth in state and local laws; or institute and prosecute litigation to compel compliance with such terms, covenants, or conditions or seek damages for their violation. The Applicant shall be notified in advance prior to any of the above actions being taken by the City and shall be given the opportunity to remedy any deficiencies identified by the City.

**17. Indemnification, Hold Harmless, Duty to Defend.**

- a. The Applicant shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, at law or in equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with (i) any business, work, conduct, act, omission, or negligence of the Applicant or the owner of the Property (including the Applicant's or the owner of the Property's contractors, subcontractors, licensees, sublessees, invitees, agents, consultants, employees, or volunteers), or such activity of any other person that is permitted by the Applicant or owner of the Property, occurring in, on, about, or adjacent to the Property; (ii) any use of the Property, or any accident, injury, death, or damage to any person or property occurring in, on, or about the Property; or (iii) any default in the performance of any obligation of the Applicant or the owner of the Property to be performed pursuant to any condition of approval for the Project or agreement related to the Project, or any such claim, action, or proceeding brought thereon. Provided, however, that the Applicant shall have no obligation to indemnify, hold harmless, or defend the City as to any Claims that arise from the sole negligence or willful misconduct of the City. In the event any such Claims are brought against the City, the Applicant, upon receiving notice from the City, shall defend the same at its sole expense by counsel reasonably acceptable to the City and shall indemnify the City for any and all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).
- b. The Applicant further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City,

including but not limited to any Claims related to the Project's environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant's payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).

- c. The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

## **B. Construction, Maintenance, and Operation Obligations:**

1. **Code Requirements.** All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Community Development, Building Official, City Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

As a condition of receiving the land use approvals specified herein, Applicant shall maintain the property subject to the approvals in compliance with all applicable city codes governing the condition or appearance of property. In addition to compliance with such basic standards, the property subject to these approvals shall also be maintained free of trash, plant debris, weeds, and concrete (other than existing foundations and permanent structures). Any signs placed on the property advertising such property for sale or rent

shall be in accordance with applicable laws, and be kept clean, in like-new condition, and free from fading and graffiti at all times. This condition shall be applicable from the date the land use is approved. The failure to comply with this condition shall subject the approvals specified herein to revocation for failure to comply.

2. **Agency License and Permitting.** In order to make certain on- or off-site improvements associated with the Approved Plan set, the Permit request may require review and clearance from other agencies. Nothing in these Conditions of Approval shall be construed as to waive compliance with other government agency regulations or to obtain permits from other agencies to make certain on- or off-site improvements prior to Final Map recordation, grading permit issuance, building permit issuance, or certificate of occupancy as required. This review may result in conditions determined by the reviewing agency.

At all times during the effective period of this Permit, the Applicant and any affiliated responsible party shall obtain and maintain in valid force and effect, each and every license and permit required by a governmental agency for the construction, maintenance, and operation of the authorized activity.

3. **Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.
4. **Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.
5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.
8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.

- 9. Anti-Litter.** The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.
- 10. Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.
- 11. Trash Enclosures.** All appropriate trash enclosures or other approved trash systems shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.
- 12. Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.
- 13. Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.
- 14. Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.
- 15. Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with

CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Community Development that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary Project-generated functional equivalencies in the diesel PM emissions level are achieved.

**C. Parking and Loading/Unloading.**

1. A minimum of 29 parking spaces shall be provided at all times. Said parking spaces provided by the Applicant, and any additional parking spaces provided above the required, minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The stripping shall be drawn on the plans or a note shall be included indicating double-stripping per City standards.
2. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with the State Building Code.
3. In accordance with the California Green Building Standard Code, at least eight (8%) percent of the total number of required spaces shall be designated for clean air vehicles (CAV), and shall be shown on the revised site plan to the satisfaction of the Planning and Building divisions.
4. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

**D. Landscaping:** The property owner or management company assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.
2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.

3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.
4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.
6. **Landscaping Plans.** Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.
  - a. A final landscape and irrigation plan shall be submitted to the Planning Division for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal if the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. 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.
  - b. Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy.
  - c. 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.
  - d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti

removal. The sealant shall be a type satisfactory to the Director of Community Development.

- e. New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will screen the enclosures wall surface. The Director of Community Development shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

**E. Specific Planning Division Conditions:**

1. The Project has been processed in conformance with all applicable regulations contained in the Escondido Zoning Code.
2. No utilities shall be released for any purpose or Certificate of Occupancy issued until all requirements of the Planning, Engineering, and Building Divisions have been completed.
3. Building plans, prepared by a licensed design professional, must be submitted for the Project and must comply with the building and fire codes in effect at the time of building plan submittal.
4. The plans submitted for building permit shall include notes or details containing the necessary work involved in complying with these Project conditions.
5. The retaining wall along Cranston Street shall extend an additional five feet in height to prevent car headlight beams into to neighboring residences and shall be shown on the revised plans to the satisfaction of the Planning Division. The materials and color of the wall shall be compatible with the building and shall be identified on the grading and landscape plan(s) to the satisfaction of the Planning Division. An Encroachment Permit shall be obtained from the Engineering Division for all work within the public right-of-way.
6. The perimeter walls along the north and south boundaries shall be shall be of decorative material and shown on the revised plans to the satisfaction of the Planning Division.
7. A minimum of eighty (80) cubic feet of private storage area space for each unit shall be provided, with no minimum dimension less than two (2) feet. Said storage shall be required in addition to typical cabinets and closets and not include attic space and shown on the revised plans to the satisfaction of the Planning Division.
8. Laundry facilities shall be provided to serve all residential dwelling units on site. Such laundry facilities, constituting washer and dryer appliances connected to utilities, shall be provided in the individual dwelling units.

Landscaping:

- a. Any landscaping that is damaged or destroyed as a result of the Project shall be repaired and/or replaced, to the satisfaction of the Planning Division.



- b. Any trees removed as part of this project shall be replaced elsewhere on the Project site, and shall be shown on the revised site plan.
- c. Appropriate screening landscaping shall be required around any transformers and shall be shown on the site plan and to the satisfaction of the Planning Division.
- d. Vines shall be grown onto all freestanding and retaining walls and fences to soften their appearances, including trash and mechanical equipment enclosures, and shall be shown on the landscape plan to the satisfaction of the landscape plan.
- e. Additional plantings consisting of trees, plants and vines shall be provide along Cranston Drive.
- f. A minimum of five (5) street trees will be required along S. Escondido Blvd and a minimum of five (5) street trees will be required along Cranston Drive. The minimum tree size shall be 15-gallon in size; six-feet tall planted, and have a trunk caliper of at least two inches. The precise location and type of tree shall be consistent with the City standards and the current street tree list. Existing trees may be counted as street trees if their variety, location, and size meet minimum requirements and they are identified on the landscape plan.
- g. Since a minimum five-foot (5) wide landscape area cannot be provided on-site along the eastern property line adjacent to Cranston Drive due to the existing 20' wide storm drain easement, irrigation and landscaping including five (5) street trees, shrubs and groundcover shall be provided within the public right-of way adjacent to Cranston Drive. Details of the landscaping and irrigation shall be shown on the final landscape plan(s) to the satisfaction of the Planning Division.

**F. General Building Division Conditions:** Building plans must be submitted for the Project. These comments are preliminary only. A comprehensive plan check will be completed prior to permit issuance and additional technical code requirements may be identified and changes to the originally submitted plans may be required.

1. The Applicant shall submit a complete set of construction plans to the Development Services Department for building permit plan check processing. The submittal shall include a Soils/Geotechnical Report, structural calculations, and State Energy compliance documentation (Title 24). Construction plans shall include a site plan, a foundation plan, floor and roof framing plans, floor plan(s), section details, exterior elevations, and materials specifications. Submitted plans must show compliance with the latest adopted editions of the California Building Code (The International Building Code with California Amendments, the California Mechanical, Electrical and Plumbing Codes). Commercial and Multi-residential construction must also contain details and notes to show compliance with State disabled accessibility mandates. These comments are preliminary only. A comprehensive plan check will be completed prior to permit issuance, additional technical code requirements may be identified, and changes to the originally submitted plans may be required.

**G. General Fire Division Conditions:**

1. Fire underground line, fire sprinkler, and fire alarm plans shall be a deferred submittal to the Escondido Fire Department.
2. An approved paved access and adequate water supply shall be provided prior to any combustible being brought to the site.
3. FDC and hydrant placement shall be approved by the Escondido Fire Department.

**H. General Engineering Division Conditions:**

**GENERAL**

1. The Developer shall provide the City Engineer with a Preliminary Title Report covering subject property.
2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Grading plans. This utility/facility relocation work shall be completed prior to issuance of Building Permits.
3. Improvement plans prepared by a Civil Engineer, required for all public street, utility, and storm drain improvements, and Grading/Private Improvement plans prepared by Civil Engineer, required for all grading, drainage and private onsite improvement design, shall be submitted for review through the City's virtual plan review portal as a single package containing all items on the Engineering Initial Submittal Checklists. Landscaping Plans shall be prepared by a Landscape Architect.
4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.
5. As surety for the construction of required off-site and/or 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 the approval of any Grading Plan, Improvement Plan, or Building Permit.
6. 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.

7. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected by the Developer to the satisfaction of the City Engineer.
8. The Developer's engineer shall submit to the Planning Department 3 copies of the Precise Development Plan as presented to the Planning Commission and approved by the City Council together with any changes contained in the adopted final conditions of approval. The Precise Development Plan will be certified by the Planning Department verifying that they are an accurate reproduction of the approved Precise Development Plan and one of these copies must be included with the first Final Engineering submittal for plan check to the Engineering Department.

### **STREET IMPROVEMENTS AND TRAFFIC**

1. All driveways shall be alley-type in accordance with Escondido Standard Drawing No. G-5-E, with a minimum throat width of twenty-four (24) feet.
2. All unused driveways shall be removed and replaced with full height curb and gutter and sidewalk in accordance with City standards.
3. The developer shall be required to construct a LED street light in accordance with Escondido Standard Drawing No. E-1-E at Cranston Drive.
4. The existing street light on Escondido Blvd. shall be retrofitted or replaced with an LED street light in accordance with Escondido Standard Drawing No. E-1-E.
5. The Developer shall remove and replace all damaged sidewalk, curb and gutter, along all project frontages to the satisfaction of the City Engineer prior to issuance of a Certificate of Occupancy.
6. The Developer shall be responsible to repair or replace any driveway approach, curb and gutter, sidewalk, or other damages as a result of construction activities for this subject project.
7. Adequate horizontal sight distance shall be provided at all street intersections and driveway entrances. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer.
8. Pedestrian access routes conforming to the American Disabilities Act shall be provided into the project from the public sidewalk, to the satisfaction of the City Engineer.
9. The Developer shall be responsible for construction and striping of frontage improvements along Escondido Blvd to a Local Collector Street standards with a minimum thirty-eight (38) feet of paved roadway to accommodate for one lane of traffic in each direction and a left-turn pocket for the project entrance. A curb shall be installed along the westerly edge of the roadway. Pavement and striping transition along centerline and east side of the roadway shall be designed to City Standards. The project owner is required to stabilize all disturbed areas along the westerly side of Escondido Blvd to the requirements of the City Engineer.

10. The Developer may be responsible for an overlay of Escondido Blvd. and Cranston Drive due to the many utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.
11. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The Developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.
12. The Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to project construction traffic to the satisfaction of the City Engineer.
13. Encroachment Permit shall be obtained from the Engineering Division for all work within the public right-of-way. Contact the Engineering Field Office at (760) 839-4664 to arrange for the Encroachment Permit and inspections.
14. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and any requested materials placement within existing rights-of-way to the satisfaction of the City Engineer. This plan shall include any proposed sidewalk closures and provide for alternate pedestrian access around the project site. This plan shall be approved prior to the issuance of an Encroachment Permit for construction or other project activities within the public right-of-way.

*An engineered improvement plan is required for all public improvements (unless only sidewalks, driveways and/or streetlights are required). The developer shall post security for these improvements and an improvement plan shall be approved by the City of Escondido prior to issuance of any building permits. All required improvements shall be constructed prior to final acceptance of subject construction by the City.*

## **GRADING**

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department prior to issuance of building permits. 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 that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.
2. All private driveways and parking areas shall be paved with a minimum of 3" asphalt concrete (AC) over 6" of asphalt Base (AB) or 7" Portland Concrete Cement (PCC) over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.
3. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.
4. Any proposed retaining walls not a part of the building foundations or stem 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. Stem walls, foundation

structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.

5. Erosion control, including riprap, interim sloping planting, gravelbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the development of the project.
6. The on-site trash enclosure shall drain toward the landscaped area and include a roof over the enclosure in accordance with the City's Storm Water Management requirements and to the satisfaction of the City Engineer. Trash enclosure and any permanent structure may not be constructed over a public utility and public utility easement.
7. An approved public safety or perimeter fence shall be installed on top of the retaining walls, to the satisfaction of the City Engineer and Planning Director.
8. All existing trees either near, within the easement and public right-of-way, and/or over the existing storm drain shall be removed. All new trees shall be located behind the sidewalk and/or away from existing public utilities and public storm drains, in accordance with approved landscape plans and the satisfaction of the City Engineer.
9. The Developer 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.
10. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
11. All existing foundations, structures, trees not otherwise noted to remain or be relocated shall be removed or demolished from the site.

*All site grading and erosion control plans shall be prepared by a Registered Civil Engineer. A separate submittal to the Engineering Department is required for the site grading and erosion control plans. Plans will **not** be forwarded from the Building Department.*

## **DRAINAGE**

1. The existing 72" x 44" CMPA storm drain pipe shall be replaced due to inadequate structural cover within the proposed project driveway grades. The remaining existing 72" x 44" CMPA storm drain pipe shall be inspected for structural integrity, replaced and/or rehabilitated where necessary due to deteriorated pipe condition, and to the satisfaction of the City Engineer.
2. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.
3. The project shall limit drainage flows to their pre-construction rates. Details and calculations for the detention basin shall be submitted with the drainage study and approved as part of the grading plan check.

4. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment calculations, post-construction storm water treatment measures, and maintenance requirements and responsibilities both for onsite treatment and also any "Green Street" facilities located in the public right-of-way. The SWQMP shall demonstrate how proposed proprietary best management practices meet bio-filtration treatment requirements in accordance with the City's Storm Water Design Manual.
5. All site drainage with emphasis on the parking and drive way areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention basins within or along the perimeter of the parking and driveway area as the primary method of storm water treatment and hydro-modification compliance. The landscape plans shall reflect these areas of storm water treatment.
6. All on-site storm drains, detention basins, and all post-construction BMP's facilities are private. The responsibility for maintenance of these storm drains shall be that of the property owner or property owner's association.
7. All storm water treatment and retention facilities and their drains including the bio-retention basins and planters, any permeable paver areas shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner.
8. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.

## **WATER SUPPLY**

1. All water main locations and sizing shall be to the satisfaction of the City Engineer and Utilities Engineer. Required water main improvements shall include an 8-inch waterline extension in Cranston Drive. Construction of the water main and related appurtenances shall be in accordance with the Standards and Specifications of the City of Escondido. A minimum 20-foot public utility easement shall be provided for all proposed water mains. There shall be no permanent structures located within the public utility easement.
2. Fire hydrants and/or fire protection together with an adequate water supply shall be installed at locations approved by the Fire Marshal. On-site fire hydrants located by the Fire Marshal may require water main looping.
3. No deep-rooted bushes or trees shall be planted within 10 feet of any water service.
4. All existing fire hydrant laterals not currently connected to the existing 12-inch water main in S. Escondido Blvd. shall be disconnected at the main per the satisfaction of the Utilities Engineer. New water services and connections shall be established off the existing 12-inch water main in S. Escondido Blvd.

## **SEWER**

1. The on-site sewer lateral to the proposed building will be considered a private sewer system. The property owner shall be responsible for all maintenance of this lateral to the main in Cranston Drive.
2. Sewer laterals shall be six (6) inch PVC minimum with a standard clean-out at the right-of-way per standard drawing S-2-E and at all angle points, and shall be designed and constructed per the current Uniform Plumbing Code.
3. Trees or deep-rooted bushes shall not be planted within ten (10) feet of the sewer lateral or within fifteen (15) feet of the sewer main.

## **LANDSCAPE**

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the first submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees.
2. Permanent landscaping shall be installed along the project and all areas disturbed by the project (including offsite areas). The landscaping, including storm water treatment BMPs, shall be maintained by the property owner.

## **EASEMENTS AND DEDICATIONS**

1. Necessary public utility easements, for the storm drain and other public utilities, shall be granted to the City. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly.
2. All easements, both private and public, affecting subject property shall be delineated and labeled on the grading plans.
3. The Engineer shall verify and if applicable the developer shall dedicate the required right-of-way along Escondido Boulevard and Cranston Drive to the City of Escondido to bring the roadway to a road classification as indicated on the City's Circulation Plan and the Design Standards.

*Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final documents.*

## **CITYWIDE COMMUNITY FACILITIES DISTRICT (CFD)**

1. In accordance with the General Plan, the applicant shall offset the cost of public services through an approved funding mechanism. The applicant has indicated their intent to meet this requirement through annexation to the Citywide Community Facilities District (CFD). The applicant shall submit a complete Annexation Application, Unanimous Approval signed by the property owner, a title report issued within the last 30-days, and processing fees to the Engineering Department prior to the first submittal of the Building Permit. The

Annexation Application and the Unanimous Approval forms are available on the following webpage: <https://www.escondido.org/community-facilities-districts>

### **REPAYMENTS AND FEES**

1. A waterline repayment of \$2,270.40 is due to the City of Escondido for the existing waterline improvements in S. Escondido Boulevard that will serve this development.
2. 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 to private property and improvements, install or maintain BMP's, and stabilize and/or close-up a non-responsive of abandoned project. Any moneys used by the City for clean-up or damage will be drawn from this security. The remaining portion of this clean-up security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, retaining wall, landscaping, and best management practices item of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the Director of Engineering Services.
3. The developer will be required to pay all development and plan check fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

### **SURVEYING AND MONUMENTATION**

1. All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey Map (or Corner Record if appropriate) shall be recorded.

### **UTILITY UNDERGROUNDING AND RELOCATION**

1. All existing overhead utilities within the project boundary or along fronting streets shall be relocated underground as required by the City's Ordinance. The developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her reasons for requesting the waiver. The developer will be required to pay a waiver fee as adopted by City Council resolution.
2. All new dry utilities to serve the project shall be constructed underground.
3. The developer 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.



**EXHIBIT "E"**  
**DEVELOPMENT AGREEMENT**

PC Resolution No. 2022-01  
Exhibit "E"  
Page 1 of 28

**EXEMPT FROM FEES** pursuant to  
Gov't Code §§ 6103, 27383, and 27388.1  
(filing requested/executed by municipality)

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

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

*THIS SPACE FOR RECORDER'S USE ONLY*

APN: 238-152-1600

**DEVELOPMENT AGREEMENT**  
**for Via Portofino (2690 S. Escondido Blvd.)**

**between**

**City of Escondido**

**and**

**Portofino Holdings I, LLC**

**, 2022**

## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into by and between the City of Escondido, a California municipal corporation (“**City**”), and Portofino Holdings I, LLC, a California limited liability company (“**Owner**”). (The City and Owner each may be referred to herein as a “**Party**” and collectively as the “**Parties.**”)

### RECITALS

WHEREAS, Government Code sections 65864 through 65869.5 and Article 58 of the City's Zoning Code authorize the City to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the purpose of establishing certainty in the development process for both the City and the property owner, and to enable specific terms regarding property development, to be negotiated and agreed upon; and

WHEREAS, this Agreement concerns the Via Portofino Apartment Project, which comprises two two-story, multi-family residential apartment buildings consisting of 15 total units and on-site parking, and further related improvements and components described in the Entitlements and this Agreement (“**Project**”); and

WHEREAS, the Project is located on that certain real property located in the County of San Diego, State of California, having assessor’s parcel number (APN) 238-152-1600, and as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (“**Property**”); and

WHEREAS, Owner is the fee simple owner of the Property; and

WHEREAS, the purposes of the Agreement are to eliminate uncertainty in the planning and development for the Project by assuring Owner that it may develop the Property in accordance with existing laws, subject to the terms and conditions contained in this Agreement; assure the

orderly installation of necessary improvements and the provision for public services appropriate for the development of the Project; and enable the City to obtain substantial public benefits by virtue of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties agree as follows:

## ARTICLE I

### Definitions

1. **“Annual Review”** shall mean the Owner’s demonstration of compliance with the terms of this Agreement provided to the City at least once every 12 months throughout the duration of the Term, as further described in Article V of this Agreement.
2. **“Development Fees”** shall mean any development-related fees as provided in the City’s Fee Guide and referred to as development fees.
3. **“Effective Date”** shall mean the effective date of this Agreement, which shall be the later of (i) the date that is 30 days after the City Council’s adoption of an ordinance approving this Agreement; or (ii) the date that Owner becomes the owner of the Property in fee simple.
4. **“Entitlements”** shall mean 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 specific plans and amendments; tentative or final tract map approvals, whether standard or vesting; project plans; grading permits; building permits; demolition permits; specific alignment plans; planned development permits; and this Agreement, and includes all conditions of approval for all Entitlements.

5. **“Exaction”** shall mean 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.
6. **“Existing Laws”** shall mean the ordinances, resolutions, codes, rules, regulations, general plan, stormwater regulations, and official policies of the City governing the development of the Property in effect on the Effective Date, 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.
7. **“Fee Guide”** shall mean the Escondido Fee Guide for Developments, attached hereto as Exhibit C.
8. **“Future Exaction”** shall mean any Exaction imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order, or otherwise.
9. **“Future Laws”** shall mean 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.
10. **“General Fees”** shall mean all general development fees that the City may levy pursuant to the Mitigation Fee Act, Government Code section 66000 et seq., 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.

11. **“Minor Modifications”** shall mean minor modifications regarding the performance of this Agreement that are consistent with the Entitlements and have minimal impacts to the City's operations in terms of timing, performance, or value.
12. **“Operating Memorandum”** shall mean an addendum to this Agreement to document changes or adjustments in the performance of this Agreement, as further described in Article III, Section 7.
13. **“Public Benefits”** shall mean the consideration given by Owner to the City in return for the City's performance of all applicable terms and conditions of this Agreement, as further described in Exhibit B, attached hereto and incorporated herein by this reference.
14. **“State or Federal Law”** shall mean any state or federal law enacted after the Effective Date of this Agreement.

## ARTICLE II

### General Provisions

1. **Term of Agreement**. The term of this Agreement shall commence on the Effective Date and shall continue for five years (“**Term**”). After the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect. Owner shall have 30 days from the Effective Date to sign this Agreement or this Agreement shall automatically terminate. This Agreement shall terminate with respect to any lot when a certificate of occupancy has been issued for all buildings on the lot, and such lot shall be released and no longer subject to the Agreement without requiring the execution or recordation of any further document. In the event of litigation challenging this Agreement or the Project, the Term is automatically extended for the duration of such litigation and resumes upon final disposition of such challenge and any appeal thereof upholding the validity of this Agreement or the Project. In the event that a referendum petition

concerning this Agreement or Project is duly filed in such a manner that the ordinance approving this Agreement or the Project is suspended, then the Term is deemed to commence upon City Council's certification of the results of the referendum election affirming this Agreement or the Project.

2. **Assignment**. The rights and obligations of Owner under this Agreement may be assigned by Owner, in whole or in part, to any party acquiring an interest in the Property, after receiving written approval from the City, which shall not be unreasonably withheld, conditioned, or delayed ("**Assignment**"). Owner shall provide 30 days' advance written notice to the City of any requested Assignment, and the City shall respond or execute any written consent requested by Owner within said 30-day period.

Any Assignment 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. The City shall have the right to ensure that the proposed assignee has the financial capability to complete and fulfill any outstanding requirements relating to the Public Benefits. Owner and the assignee shall execute an Assignment and Assumption of Development Agreement, which shall be in a form approved by the City Attorney and which shall be recorded against the Property in the Official Records of San Diego County.

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 assigned Property unless otherwise agreed to in writing.

3. **Amendment of Agreement.** This Agreement may be amended, or canceled in whole or in part, by mutual written consent of the Parties in accordance with Article 58, Chapter 33 of the Escondido Municipal Code; Government Code sections 65867 – 65868.5, and any other applicable law. Any amendment to this Agreement must be recorded in the Official Records of San Diego County. Minor Modifications in the manner of performance, including but not limited to changes that relate to the form or timing of payment of Public Benefits or the design of the Project, shall not constitute an amendment to this 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 that alter or amend the Existing Laws.

5. **Indemnification, Hold Harmless, Duty to Defend.**

a. Owner (including Owner's agents, employees, contractors, and subcontractors, if any) shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "**Indemnified Parties**") from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, liens, levies, costs, expenses, liabilities, losses, damages, or injuries, at law or in equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "**Claims**"), of every nature caused by, arising out of, or in connection with (i) any business, work, conduct, act, omission, or negligence of the Owner (including the Owner's contractors, subcontractors, licensees, sublessees, invitees,

agents, consultants, employees, or volunteers), or such activity of any other person that is permitted by the Owner, occurring in, on, about, or adjacent to the Property; (ii) any use of the Property, or any accident, injury, death, or damage to any person or property occurring in, on, or about the Property; or (iii) any default in the performance of any obligation of the Owner to be performed pursuant to any condition of approval for the Project or agreement related to the Project, or any such claim, action, or proceeding brought thereon. Provided, however, that the Owner shall have no obligation to indemnify, hold harmless, or defend the City as to any Claims that arise from the sole negligence or willful misconduct of the City. In the event any such Claims are brought against the City, the Owner, upon receiving notice from the City, shall defend the same at its sole expense by counsel reasonably acceptable to the City and shall indemnify the City for any and all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).

b. The Owner further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project's environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Entitlements, including this Agreement. Such indemnification shall include the Owner's payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and



litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).

c. The City, in its sole discretion and upon providing notice to the Owner, may require the Owner to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Owner in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Owner shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, which shall be subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Owner may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Owner's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

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

If to the City

City of Escondido  
Attn: Adam Finestone, Interim Director of Community Development  
201 N. Broadway  
Escondido, CA 92025

with a copy to:

City of Escondido  
Attn: Office of the City Attorney  
201 N. Broadway  
Escondido, CA 92025

If to Owner

Portofino Holdings I, LLC  
Attn: Frank Giordano Jr.  
2510 Lund St.  
El Cajon, CA 92020

with a copy to:

[REDACTED]

7. **Conflict with State or Federal Laws.** If any State or Federal Law prevents or precludes compliance with any provision of this Agreement or requires changes to any Entitlements, such State or Federal Law 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 State or Federal Law.

The City shall cooperate with Owner in securing any permits, including permits from other public agencies that may be required as a result of any modifications, suspensions, or alternate courses of action necessary for compliance with any State or Federal Law.

## 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. Future Laws shall apply to the Project if they are not in conflict with the Existing Laws. However, Owner may give the City written notice of its election to have any conflicting Future Law applied to the Project, 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 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 Existing Laws, except as required by state or federal law. The City may conduct an environmental review for any Entitlements in accordance with the California Environmental Quality Act, California Public Resources Code section 21000 et seq. ("**CEQA**") and the State CEQA Guidelines, Title 14 of the

California Code of Regulations, section 15000 et seq., or other Existing Laws. 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.** This 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 timing and phasing of development as described in the Entitlements, which are hereby incorporated as if fully set forth in this Agreement. 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 Entitlements, Existing Laws, and this Agreement.

5. **Time for Construction and Completion of the Project.** Any phasing of development of the Property shall occur in conformance with the adopted Entitlements.

6. **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.

7. **Operating Memorandum.** 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 may demonstrate that changes are appropriate with respect to the details of performance of the Parties. 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 an Operating Memorandum approved by the Parties, which, after execution, shall be attached hereto as an addendum 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 the City Manager's 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 or the provisions of this Agreement. An Operating Memorandum shall be recorded as an addendum to this Agreement.

8. **Term of Maps and Other Project Approvals.** Pursuant to California Government Code section 66452.6(a), the term of each 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 this Agreement. Should this Agreement be terminated prior to the expiration of the Term, the Owner shall have 30 days to submit an application for the extension of the term

applicable to any portion of an approved tentative map, pursuant to Chapter 32 of the Escondido Municipal Code.

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

10. **Easements.** Easements dedicated for pedestrian use shall be permitted to include 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.

11. **Public Improvements.** Owner agrees to construct any public improvements as required and described in any conditions of approval for the Entitlements or in this Agreement ("**Public Improvements**"). Owner shall construct the Public Improvements within any applicable timeframes set forth in the conditions of approval for the Entitlements or this Agreement.

12. **Fees.** Owner shall pay the Development Fees and General Fees in the amounts in effect at the time Owner submits payment of such fees unless otherwise explicitly provided in this Agreement. The payment of Development Fees and General Fees may be deferred in accordance with City requirements and memorialized in a writing separate from this Agreement.

13. **Funding Mechanism for Public Services.** Owner shall establish a lawful, proportional funding mechanism to offset the impacts to additional ongoing public services required for the Project. To fund such public services, Owner may voluntarily initiate and consummate proceedings to participate in a community facilities, assessment, or service district organized and adopted by the City in accordance with local, state, or federal law, or alternatively, Owner may establish another lawful funding mechanism reasonably acceptable to the City.

#### 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 B, as consideration for the City's good faith performance of all applicable terms and conditions in this Agreement.

2. **Occupancy Contingent on Public Improvements and Benefits.** Owner acknowledges that the City shall not grant a certificate of occupancy for the first residential or commercial unit on the Property prior to construction of all Public Improvements and construction and provision of all Public Benefits. This contingency for occupancy shall survive the termination of this Agreement.

3. **Recordation of Final Map Contingent on Security for Public Improvements and Benefits.** Prior to recordation of the Final Map, Owner must enter into one or more subdivision improvement agreements that will detail Owner's construction obligations for any Public Improvements and Public Benefits, and will require Owner to provide financial security for completion of construction, in a form or forms approved by the City Attorney.

4. **Processing During Litigation.** The filing of any third-party lawsuit 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 or as otherwise required by law. This provision shall not apply to any third-party lawsuit related to the demolition of any building on the Property based on a challenge to the determination of said building's historical significance.

## **ARTICLE V**

### **Annual Review**

1. **Owner Responsibilities.** At least once every 12 months, continuing through the duration of the Term, Owner shall demonstrate good faith substantial compliance with the major provisions of this Agreement and provide, to the best extent possible, the status and timing of development of the Project, including construction of Public Improvements and provision of Public Benefits, 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. Notwithstanding the foregoing, Owner acknowledges that the opportunity to be heard may be affected by a change in the City's procedures as to public meetings in relation to the current ongoing COVID-19 pandemic or other future pandemic or similar event.



3. **Information to Be Provided to Owner.** At least 10 days prior to the City Council's consideration and review of Owner's performance under this Agreement, the City shall mail to Owner a copy of any applicable staff reports and related exhibits.
4. **Annual Review Letter.** If in connection with the Annual Review, the City Council determines that Owner is found to be in substantial compliance with this Agreement, upon written request by Owner, the City shall issue a 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 ("**Annual Review Letter**"). Owner may record the Annual Review Letter in the Official Records of the County of San Diego.
5. **Lack of Annual Review.** The City's lack of performing an Annual Review of Owner's substantial compliance with the terms and conditions of this Agreement shall not constitute or be asserted as a default by Owner so long as Owner is otherwise in compliance with this Article V, nor shall it constitute or be asserted as the City's waiver of any failure of Owner to perform or otherwise comply with the terms of this Agreement.

## ARTICLE VI

### **Delay, Default, Remedies, and Termination**

1. **Notice and Cure of Default.** In the event of a material default of this Agreement, the Party alleging a default shall give the defaulting Party a notice of default ("**Notice of Default**") in writing. The Notice of Default shall specify the period of time in which the default may be cured, which shall be at least 30 days ("**Cure Period**"). Any Notice of Default 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 be reasonably cured within the Cure Period, then the commencement of the cure within the Cure Period, and the diligent

prosecution to completion of the cure thereafter, shall be deemed to be a cure completed within 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.

2. **Waiver.** Except as otherwise expressly provided in this Agreement, a failure or delay in asserting any rights or remedies as to any default, including the failure or delay in giving a Notice of 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 action or proceeding that it may deem necessary to protect, assert, or enforce any rights or remedies it may have.

3. **Default by Owner.** The City's Director of Community Development may recommend the review and termination of this Agreement to the City Council upon an occurrence of a material default that is not cured within the Cure Period. 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 that is not cured within the Cure Period, Owner, without limiting any of its other remedies, shall not be obligated to complete any of its obligations under this Agreement, and 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 from encumbering the Property, or any portion of or 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 Owner, to meet with Owner and/or

representatives of lenders to negotiate in good faith any lender request for modification to this Agreement, provided that any modification 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. **Recitals**. The Recitals set forth above are included herein by this reference as part of this Agreement and the Parties agree that said Recitals are essential facts to this Agreement.
2. **Severability**. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions 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.
3. **Entire Agreement**. This Agreement, together with its attachments or other documents described or incorporated herein, contains the entire agreement and understanding of the Parties concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. The Parties acknowledge that (i) no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement, and (ii) this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

4. **Waivers.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate agents of the City or Owner.
5. **Recording.** This Agreement shall be recorded in the Official Records of the County of San Diego within 30 days following the later of (i) the Effective Date, or (ii) the Parties' execution of the Agreement.
6. **Project as a Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and Owner shall have the full power and exclusive control of the Property subject to the provisions of this Agreement. Any improvements completed remain the property of the Owner unless the City has explicitly accepted any improvement or as otherwise provided herein.
7. **Headings.** Section and paragraph headings within this Agreement are for reference purposes only and shall not be used for interpreting the meaning of any provisions of this Agreement.
8. **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 or authority otherwise afforded the City under state or federal law.
9. **Covenant of Cooperation.** The Parties shall cooperate with and assist each other in the performance of the provisions of this Agreement including assistance in obtaining permits for the development of the Property that 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 this 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.

10. **Successors and Assigns; Covenants Run with the Land.** So long as this Agreement remains in effect, the obligations and benefits provided for in this Agreement shall run with the land obligated and benefited, respectively, and shall be binding on all parties having or acquiring any right, title, or interest in the Property or Project, or any part thereof. As such, it is the intent of the Parties that this Agreement and the promises, covenants, rights, and obligations set forth herein (i) shall be and are covenants running with the Property, encumbering the Property for the term of this Agreement and binding upon Owner's successors in title and all subsequent owners and operators of the Property; (ii) are not merely personal covenants of the Owner; and (iii) shall bind Owner and its respective successors and assigns during the term of this Agreement. Further, Owner shall ensure that any future transfer of interest in the Property is made subject to the terms of this Agreement, such that any future successor in title or owner or operator of the Property or Project shall be bound by the terms herein.

11. **Time of the Essence.** Time is of the essence for each term and condition of this Agreement.

12. **Governing Law.** This Agreement and all rights and obligations arising out of it shall be construed and enforced in accordance with the laws of the State of California. Any litigation arising out of this Agreement shall be conducted only in the state or federal courts of San Diego County, California. All statutory references are to California statutes.

13. **No Waiver of Owner's Existing Rights Under Applicable Laws.** This Agreement shall not constitute a waiver of any of Owner's existing rights under applicable laws, nor shall it limit or expand Owner's right to challenge any General Fee, Exaction, or Future Exaction as being contrary to applicable law or in excess of the City's legal authority.

14. **Authorization.** Each person executing this Agreement hereby warrants and represents that he or she has the authority to enter into this Agreement and to bind his or her respective entity to the provisions hereof.

15. **Counterparts.** This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

16. **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, except as set forth herein.

(SIGNATURE PAGE FOLLOWS)

This Agreement is executed by the Parties or their duly authorized representatives:

**CITY OF ESCONDIDO,**  
a California municipal corporation

By: \_\_\_\_\_  
Paul McNamara  
Its: Mayor

**PORTOFINO HOLDINGS I, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

(Above Signatures Must Be Notarized; Acknowledgment Pages Follow)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
Michael R. McGuinness, City Attorney

By: \_\_\_\_\_  
Kurt Whitman, Senior Deputy City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA ]

COUNTY OF \_\_\_\_\_ ]

On \_\_\_\_\_, before me,

\_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_, who proved to me on the basis of

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument

and acknowledged to me that he/she/they executed the same in his/her/their authorized

capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity

upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

City



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA ]

COUNTY OF \_\_\_\_\_ ]

On \_\_\_\_\_, before me,

\_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_, who proved to me on the basis of

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument

and acknowledged to me that he/she/they executed the same in his/her/their authorized

capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity

upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**Owner**

**EXHIBIT A**

Legal Description of Property

Real property in the County of San Diego, State of California, described as follows:

PARCEL C OF PARCEL MAP NO. 129, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, AUGUST 11, 1969.

EXCEPTING THE INTEREST CONVEYED TO THE CITY OF ESCONDIDO IN AND TO THAT PORTION LYING SOUTHWESTERLY OF THE LOCATION AND PROLONGATION OF A LINE DRAWN PARALLEL WITH AND 11.00 FEET NORTHEASTERLY AT RIGHT ANGLES TO THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF SAID PARCEL C DESIGNATED AS "NORTH 22° 55' 00" WEST, 109.48 FEET.

EXCEPTING THEREFROM ALL WATER THAT MAY NOW OR AT ANY TIME HEREAFTER BE LOCATED OR CONTAINED UNDER SAID LAND, OR THAT MAY NOW OR AT ANY TIME HEREAFTER BE DEVELOPED OR TAKEN UPON SAID LAND, TOGETHER WITH ALL WATER AND WATER RIGHTS BELONGING OR APPURTENANT TO SAID LAND, INCLUDING THE RIGHT TO BUILD AND MAINTAIN DAMS AND TO DIG WELLS ON SAID LAND, AS GRANTED TO GREEN MUTUAL WATER COMPANY OF SAN DIEGO BY DEED RECORDED DECEMBER 12, 1952 IN BOOK 4685 PAGE 51 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, ALL OIL, PETROLEUM, NATURAL GAS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 VERTICAL FEET FROM THE SURFACE OF SAID LAND, FOR THE PURPOSE OF EXPLORING FOR, EXTRACTING, MINING, BORING, REMOVING, OR MARKETING SAID SUBSTANCES, HOWEVER, WITHOUT ANY RIGHT OF ANY ENTRY UPON THE SURFACE OF SAID LAND, AS RESERVED BY GULF OIL CORPORATION IN DEED RECORDED JULY 5, 1979 AS DOCUMENT NO. 79-278133 OF OFFICIAL RECORDS.

## **EXHIBIT B**

### Public Benefits

#### **I. PUBLIC BENEFITS AND IMPROVEMENTS**

**A. PUBLIC ART.** Owner reserves the right to implement, construct, or install public art in lieu of paying the fee required for the Project associated with public art, defined as “art in public places” in Escondido Municipal Code section 33-731 (“**Public Art**”). Any Public Art proposed to be implemented, constructed, or installed shall be subject to the review and approval of the Director of Community Development, which shall occur prior to the issuance of the first building permit for the Project. If any proposed Public Art is not approved by the Director of Community Development, or a request for such Public Art is not submitted by Owner, at the time the City is otherwise prepared to issue the first building permit for the Project, then the otherwise applicable public art fee shall be paid prior to the issuance of the first building permit for the Project. The cost involved with the implementation, construction, or installation of any Public Art shall be comparable to that which would otherwise have been assessed as the public art fee for the Project.

**B. PARKLAND IN-LIEU FEE.** Pursuant to Section 5.3.12.3(1) of the South Centre City Specific Plan, and in addition to the Parkland Impact Fee otherwise required for the Project, Owner shall contribute a payment of \$12,762.50 as an in-lieu fee, for the purpose of installing, improving, and/or expanding parkland facilities in the South Centre City Area.

**EXHIBIT C**

Fee Guide for Developments

DRAFT



# PLANNING COMMISSION

Agenda Item No.: H.1  
Date: January 25, 2022

**PROJECT NUMBER / NAME:** PL21-0468 (SUB17-0013) / CITRUS AVENUE TENTATIVE MAP

**REQUEST:** Extension of Time

**LOCATION:** 220 S. Citrus Avenue

**APPLICANT:** Kevin Choquette (Owner)

**APN / APNS:** 231-470-03-00

**PRIMARY REPRESENTATIVE:**  
Terry Mathew, CCI

**GENERAL PLAN / ZONING:** Suburban (S) / R-1-10  
(Single-Family Residential, 10,000 square foot min.  
lot size)

**DISCRETIONARY ACTION REQUESTED:** Extension of Time for three and one-half additional years

**PREVIOUS ACTIONS:** A Tentative Subdivision Map (City File No. SUB17-0013) was approved by the Planning Commission on October 10, 2017 (Planning Commission Resolution No. 6104).

**PROJECT PLANNER:** Jay Paul, Senior Planner

**CEQA RECOMMENDATION:** Exempt (CEQA Guidelines section 15332, "Infill Development Projects")

**STAFF RECOMMENDATION:** Approval

**REQUESTED ACTION:** Approve Planning Commission Resolution No. 2022-02

**CITY COUNCIL MEETING REQUIRED:**  YES  NO

**REPORT APPROVALS:**

Adam Finestone, AICP  
Interim Director of Community Development

**BACKGROUND:**

The Planning Commission voted unanimously (6-0) to approve the proposed Citrus Avenue eight-lot single-family residential subdivision project (“Project”) on October 10, 2017. The Tentative Subdivision Map is valid for three years, unless an extension of time is granted by the original approving body, which was the Planning Commission. The project was originally scheduled to expire on October 10, 2020. However, Government Code section 65914.5, enacted by California Assembly Bill 1561, automatically grants an 18-month time extension to housing entitlements, which by definition includes any “approval, permit, or other entitlement issued by a local agency for a housing development project that is subject to [the Permit Streamlining Act].” The Project met this criteria and the Tentative Map expiration date therefore was extended to April 10, 2022. Escondido Municipal Code Section 32.210.02(c) allows for multiple extensions to be granted by the City not to exceed a maximum of five years beyond the original expiration date. The applicant submitted an application to extend the map to allow for a sufficient amount of time to pursue the submittal of post-entitlement plans and documents in order to record a final map. This request would allow the Tentative Map to be extended to October 10, 2025. The criteria for determining the appropriateness for granting an extension of time for a Tentative Subdivision Map is based on the map’s compliance with the City’s current General Plan, Zoning Ordinance, and the requirements of the California Environmental Quality Act (CEQA).

**PROJECT DESCRIPTION:**

The Project proposes eight single-family residential lots ranging in size from 10,006 square feet to 14,205 square feet. All of the lots would take access from a new cul-de-sac street. An existing home on the site would be retained and would be located on Lot 1. The detached garage and outbuilding/shed would be removed, and a new garage or carport would be constructed on proposed Lot 1 for the existing home. Grading includes fill slopes ranging from approximately 2 feet to 5.5 feet in height along the northern portion of the site and along the rear and sides of Lots 2, 3, and 6-8.

The Project originally was designed to connect to existing sewer located to the east within Meadowlark Lane. However, additional engineering analysis determined this was not feasible and sewer has been redesigned to connect to existing facilities located within Citrus Avenue. The Tentative Map has been updated to reflect this change and project conditions modified accordingly. The Project has been designed to conform to current storm water requirements, which includes two bioswale/detention features that would be maintained by the project homeowner’s association. Lot 1 also would be required to be part of the homeowner’s association.

## **PROJECT ANALYSIS:**

### **General Plan / Zoning**

The General Plan land-use designation for the 2.87-acre parcel is Suburban, which allows a maximum density of up to 3.3 dwelling units per acre (du/ac) and theoretical yield of up to nine lots ( $2.87 \times 3.3 = 9.47$ ). The proposed 8-lot subdivision would be consistent with the General Plan yield and density provisions because the overall density on the site is 2.78 du/ac. All lot sizes would be consistent with the required minimum net lot area of 10,000 SF.

### **Environmental Status**

The proposed Project, including the extension of time of expiration of the Tentative Map, is categorically exempt from further environmental review under CEQA pursuant to CEQA Guidelines section 15332, "Infill Development Projects." A Notice of Exemption was filed with the San Diego County Clerk's Office on October 18, 2017.

## **FISCAL ANALYSIS:**

The Project, as approved, is required to pay all applicable development fees and install improvements in conformance with City standards. The Project is not subject to any further funding requirement as a result of the requested extension of time for expiration of the Tentative Map.

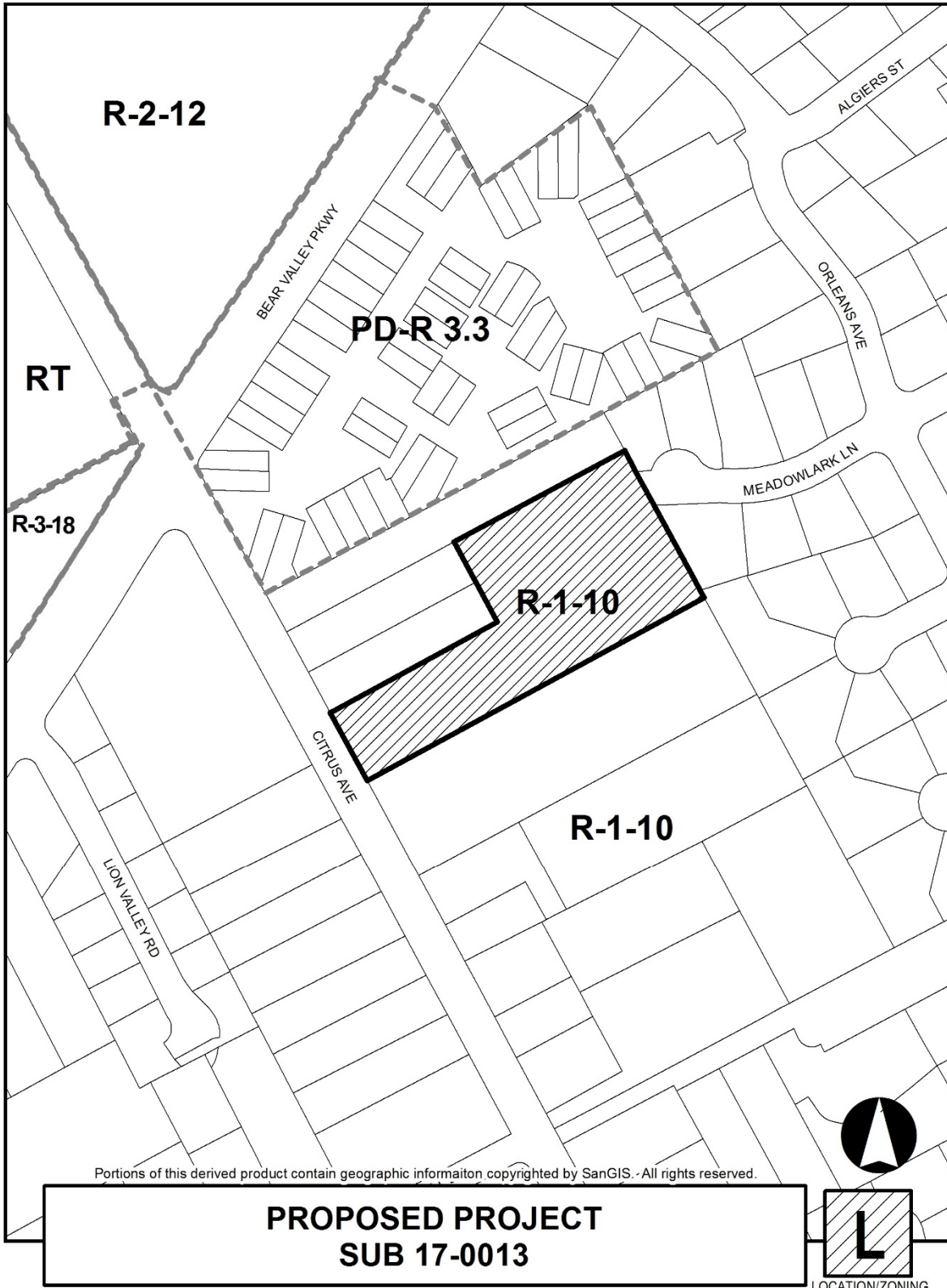
## **CONCLUSION AND RECOMMENDATION:**

Staff believes the Tentative Map is in conformance with the General Plan, Zoning Code requirements, and CEQA. The Planning Division and Engineering Conditions of Approval have been updated to conform to the new formatting and general conditions. Therefore, staff recommends the requested additional three-and-one-half-year extension of time and updated Conditions of Approval be approved, as further reflected in the draft Planning Commission resolution.

## **ATTACHMENTS:**

1. Location and General Plan Map
2. Draft Planning Commission Resolution No. 2022-02 including Exhibits A, B, C, and D

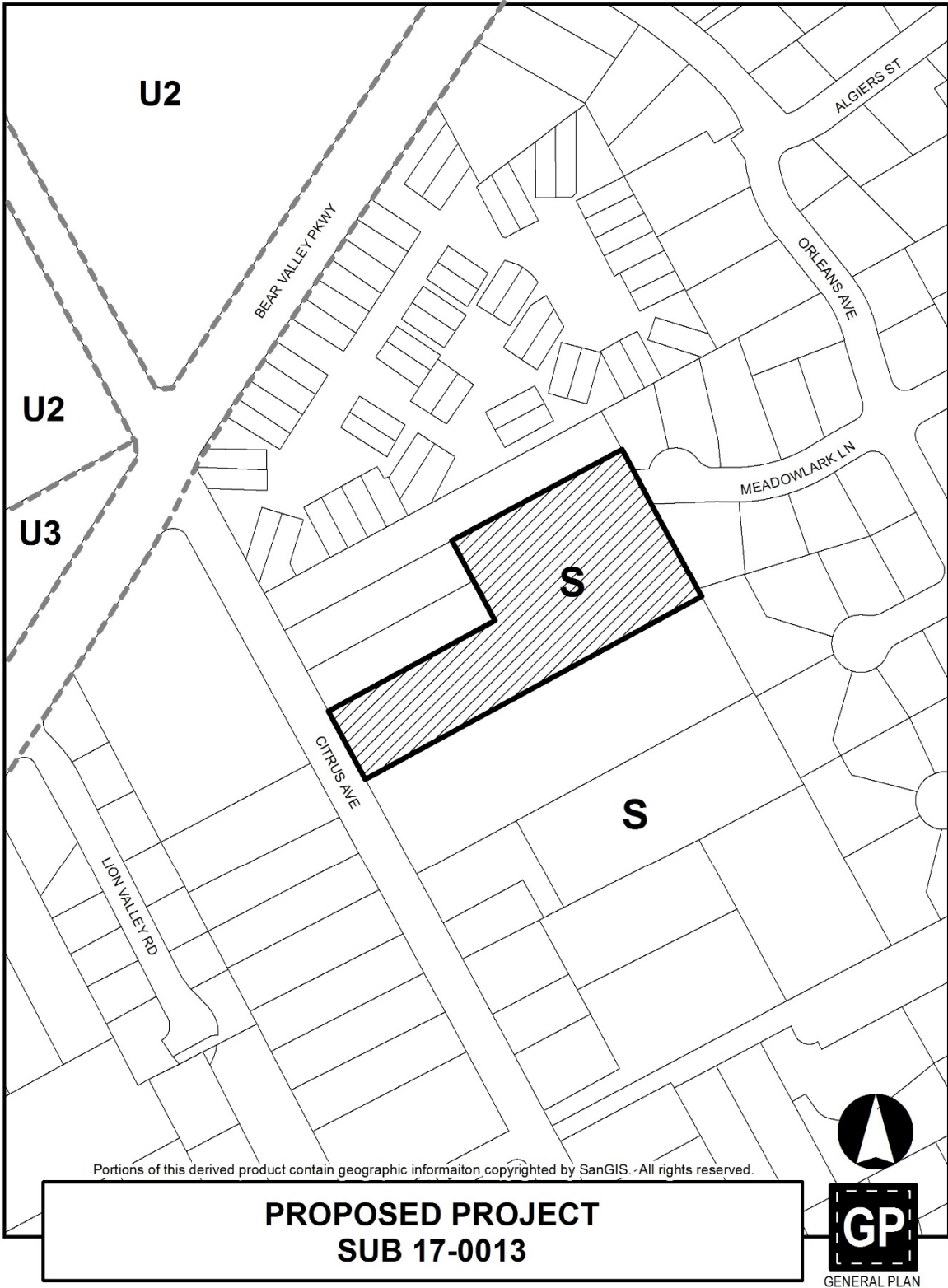
**ATTACHMENT 1**



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**PROPOSED PROJECT  
SUB 17-0013**





**PROPOSED PROJECT  
SUB 17-0013**



Planning Commission  
Hearing Date: JANUARY 25, 2022  
Effective Date: FEBRUARY 5, 2022

PLANNING COMMISSION RESOLUTION NO. 2022-02

A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF ESCONDIDO, CALIFORNIA,  
APPROVING AN EXTENSION OF TIME FOR  
TENTATIVE SUBDIVISION MAP NO. SUB17-0013.

APPLICANT: Kevin Choquette (Owner)

CASE NO: PL21-0468

WHEREAS, Kevin Choquette ("Applicant"), filed a land use development application, Planning Case No. PL21-0468 ("Application"), constituting a request for an extension of time to extend the expiration date of an approved eight-lot Tentative Subdivision Map on an approximately 2.78-acre site generally located on the east side of S. Citrus Avenue, south of Bear Valley Parkway, addressed at 220 S. Citrus Avenue (APN 231-470-03-00), in the R-1-10 Zone ("Project"); and

WHEREAS, the subject property is all that real property described in Exhibit "A," which is attached hereto and made a part hereof by this reference as though fully set forth herein ("Property"); and

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Community Development Department in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code section 65920 et seq.) and

the California Environmental Quality Act (Public Resources Code section 21000 et seq.) (“CEQA”); and

WHEREAS, pursuant to CEQA and the CEQA Guidelines (Title 14 of California Code of Regulations, Section 15000 et. seq.), the City of Escondido (“City”) is the Lead Agency for the Project, as the public agency with the principal responsibility for approving the proposed Project; and

WHEREAS, the Escondido Planning Commission approved an eight-lot Tentative Subdivision Map (City File No. SUB17-0013) on October 10, 2017, and adopted Resolution No. 6104 along with the environmental determination for the project; and

WHEREAS, a Tentative Subdivision Map, which has been approved or conditionally approved, shall expire three years from the effective date of approval, unless additional time is granted pursuant to the Subdivision Map Act, or an extension of time is approved in accordance with Section 32.210.02 of the Escondido Municipal Code; and

WHEREAS, California Assembly Bill 1561 granted an automatic extension of 18 months to housing entitlements, including approvals such as the Tentative Map, which were approved and had not yet expired as of March 4, 2021, thus extending the expiration date for the Project to April 10, 2022; and

WHEREAS, the Applicant requests that the Planning Commission approve an extension of time as permitted by the Subdivision Map Act and Chapter 32, Article 2 of the Escondido Municipal Code. Pursuant to Section 32.210.02 of the Escondido Municipal Code, multiple extensions may be granted provided that the overall total of incremental extensions do not exceed five years from the original expiration date; and

WHEREAS, the Planning Division studied the Application, performed necessary investigations, prepared a written report, and hereby recommends approval of the extension of time as depicted on the plan set shown in Exhibit "B," which is attached hereto and made a part hereof by this reference as though fully set forth herein; and

WHEREAS, on January 25, 2022, the Planning Commission held a public meeting as prescribed by law, at which time the Planning Commission received and considered the reports and recommendation of the Planning Division and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the Planning Commission, including, without limitation:

- a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The staff report, dated January 25, 2022, with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein; and
- d. Additional information submitted during the public hearing; and

WHEREAS, the public hearing before the Planning Commission was conducted in all respects as required by the Escondido Municipal Code and the rules of this Planning Commission; and

WHEREAS, this Planning Commission desires at this time and deems it to be in the best public interest to approve said extension of time, with an expiration date of October 10, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Escondido that:

1. The above recitations are true and correct.
2. The Planning Commission, in its independent judgment, has determined the Project to be exempt from further environmental review pursuant to CEQA Guidelines section 15332 (In-fill Development Projects). All of the requirements of CEQA have been met.
3. After consideration of all evidence presented, and studies and investigations made by the Planning Commission and on its behalf, the Planning Commission makes the following substantive findings and determinations, attached hereto as Exhibit "C," relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the Planning Commission reached a recommendation on the matter as hereinafter set forth.
4. The Application to use the Property and extension of time for the Project, subject to each and all of the conditions hereinafter set forth in Exhibit "D," is hereby **approved** by the Planning Commission. The Planning Commission expressly declares that it would not have approved this Application except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the

Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the use permitted hereby.

5. The development plans for the Project are on file in the Planning Division of the Community Development Department and are available for inspection by anyone interested herein, and the development plans are incorporated herein by this reference as if they were fully set forth herein. The Project is conditionally approved as set forth on the Application and Project drawings, all designated as approved by the Planning Commission, and which shall not be altered without the express authorization by the Planning Division. Any deviations from the approved development plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.

BE IT FURTHER RESOLVED that, pursuant to Government Code section 66020(d)(1):

1. NOTICE IS HEREBY GIVEN that the Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Community Development and Public Works Departments. The Applicant shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed to ensure that new development pays the capital costs associated with growth. The Applicant is advised to review the Planned Fee Updates

portion of the web page, [www.escondido.org](http://www.escondido.org), and regularly monitor and/or review fee-related information to plan for the costs associated with undertaking the Project.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this Resolution begins on the effective date of this Resolution, and any such protest must be in a manner that complies with Government Code section 66020.

PASSED, ADOPTED, AND APPROVED by a majority vote of the Planning Commission of the City of Escondido, California, at a regular meeting held on the 25th day of January, 2022, by the following vote, to wit:

AYES:                    COMMISSIONERS:  
NOES:                    COMMISSIONERS:  
ABSTAINED:        COMMISSIONERS:  
ABSENT:                COMMISSIONERS:

\_\_\_\_\_  
KATHARINE BARBA, Chair  
Escondido Planning Commission

ATTEST:

\_\_\_\_\_  
ADAM FINESTONE, Secretary of the  
Escondido Planning Commission

I hereby certify that the foregoing Resolution was passed at the time and by the vote above stated.

\_\_\_\_\_  
JESSICA ENGEL, Minutes Clerk  
Escondido Planning Commission

Decision may be appealed to City Council  
pursuant to Zoning Code Section 33-1303



## EXHIBIT "A"

### Legal Description PL21-0468 / SUB17-0013

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:

THAT PORTION OF LOT 6 IN BLOCK 244 OF THE SUBDIVISION OF RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 723, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 6, DISTANT THEREON SOUTH 28 DEG. 45' EAST 219.60 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 28 DEG. 45' EAST 347.37 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 61 DEG. 15' EAST 627 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 6; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 28 DEG. 45' WEST 347.37 FEET TO A POINT IN A LINE WHICH BEARS NORTH 61 DEG. 15' EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 61 DEG. 15' WEST 627 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO RICHARD L. COSBY ET UX BY DEED RECORDED JUNE 20, 1969 INSTRUMENT NO. 111362 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO LARRY P. COSBY ET UX BY DEED RECORDED OCTOBER 5, 1959 IN BOOK 7917, PAGE 252 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO JAMES M. COSBY ET UX BY DEED RECORDED MARCH 5, 1959 IN BOOK 7530, PAGE 589 OF OFFICIAL RECORDS.

# EXHIBIT "B"

## LEGAL DESCRIPTION

THAT PORTION OF LOT 6 IN BLOCK 244 OF THE SUBDIVISION OF SAN ANTONIO, SAN ANTONIO, TEXAS, AS SHOWN ON THE PLAT OF SAID SUBDIVISION, BEING SAID LOT 6, BEING THE UNDIVIDED INTEREST OF SAID SAN ANTONIO, TEXAS, AS SHOWN ON THE COUNTY RECORDED OF SAN ANTONIO COUNTY, TEXAS, AUGUST 13, 1892.

## ACCESSORS PARCEL NUMBER

231-470-03

## SITE ADDRESS

220 CITRUS AVENUE, ESCONDIDO, CA 92027

## OWNER

KENOSHA HOLDINGS, LLC  
 10000 SHERIDAN BLVD, SUITE 265  
 SAN DIEGO, CA 92128

## TOPOGRAPHY SOURCE

ALISON CONSULTING - AUGUST 2015

## SHEET INDEX

SHEET 1 TITLE SHEET  
 SHEET 2 EXISTING CONDITIONS AND GRADING PLAN  
 SHEET 3 LANDSCAPE PLAN

## EARTHWORK

CUT: 2,500  
 FILL: 9,000  
 NET: 6,500 IMPORT

## SLOPE ANALYSIS

ENTIRE PROPOSED PROJECT SITE IS UNDER 10% SLOPE

## UTILITY PROVIDER

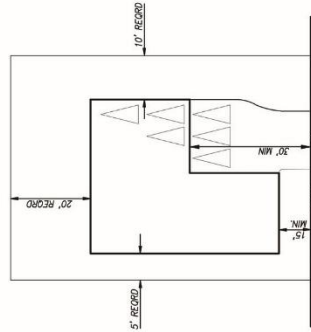
SEWER - CITY OF ESCONDIDO  
 WATER - CITY OF ESCONDIDO  
 GAS AND ELECTRIC - SONGE

## OWNER'S CERTIFICATE

I, THE UNDERSIGNED, AS OWNER OF THE PROPERTY SHOWN ON TENTATIVE SUBDIVISION MAP AND THAT SAID MAP SHOWS ALL OUR CONTIGUOUS OWNERSHIP IN WHICH WE HAVE ANY DEED OR TRUST INTEREST, WE UNDERSTAND AND AGREE TO THE PROVISIONS AND CONDITIONS CONTAINED BY SAID MAP, AND WE AGREE TO WAIVE OUR RIGHTS OF WAY, RIGHTS OF EASEMENTS, OF RAILROAD RIGHTS-OF-WAY, RIGHTS OF WAY, STREETS, UTILITY EASEMENTS, OR RAILROAD RIGHTS-OF-WAY.

DATE \_\_\_\_\_

- ### GENERAL NOTES
- RESUBDIVISION OF A 1.15 ACRES
  - TOTAL AREA WITH SUBDIVISION: 2.87 AC
  - EXISTING PAVED DRIVEWAY: 11,110 SQ. FT.
  - EXISTING PAVED DRIVEWAY: 11,110 SQ. FT.
  - GROSS DENSITY: 604/2.874636 = 210.12 DU/ACRE
  - PARKING: ON-STREET PARKING PROVIDED - 12
  - ON-STREET PARKING PROVIDED - 22
  - OFF-STREET PARKING - 8 PER LOT - SEE TYPICAL LOT



### TYPICAL SETBACKS

N/S

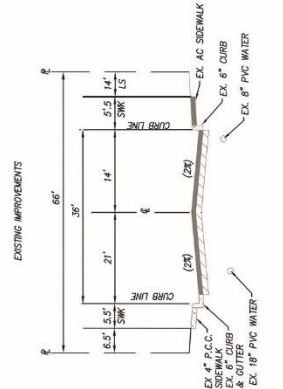
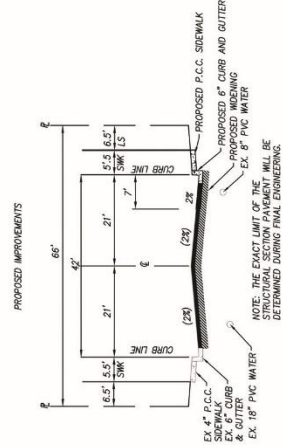
#### NOTES

- FRONT: 15 FEET TO HOUSE AND 20 FEET TO GARAGE DUE TO REDUCED STREET WIDTH AND RIGHT-OF-WAY. GARAGE SIDEWALK SHALL BE 20 FEET FROM IMPROVED PUBLIC UTILITY EASEMENTS BEHIND THE SIDEWALK IN ORDER TO MAINTAIN THE ADA PEDESTRIAN PATH OF TRAVEL.
- SIDE: 5 FEET ON ONE SIDE AND 10 FEET ON THE OTHER
- REAR: 20 FEET
- PARKING SPOT



### VICINITY MAP

N/S



SOUTH CITRUS AVE  
 N/S



latitude  
 PLANNING & ENGINEERING  
 5000 Hillcrest Drive, Suite 100, Escondido, CA 92025  
 (760) 799-0000

GIOVANNI ROSILLO, P.E. NO. 68332 DATE \_\_\_\_\_

# PROPOSED PROJECT: PL 21-0468/SUB 17-0013 TENTATIVE SUBDIVISION MAP



**EXHIBIT “C”**  
**Findings of Fact**  
**(Extension of Time)**  
**PL21-0468 / SUB17-0013**

**Environmental Determination(s)**

1. Pursuant to the California Environmental Quality Act, (CEQA, Public Resources Code section 21000 et. seq.), and its implementing regulations (the State CEQA Guidelines), Article 14 of the California Code of Regulations section 15000 et. seq., the City of Escondido (“City”) is the Lead Agency for the project (“Project”), as the public agency with the principal responsibility for approving the Project.
2. The Project and requested extension of time qualifies for an exemption from further environmental review pursuant to section 15332 (In-Fill Development Projects) of the State CEQA Guidelines because such categorical exemption applies to proposed developments within city limits on sites of no more than five acres substantially surrounded by urban uses, where the site has no habitat value for special status species, can be adequately served by all required utilities and public services, and the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. (CEQA Guidelines sections 15332(b)-(e)). The Project also does not trigger any exceptions to the categorical exemption as listed in CEQA Guidelines section 15300.2. A Notice of Exemption was filed with the San Diego County Clerk’s Office on October 18, 2017.

**Tentative Subdivision Map Determination(s)**

1. The Planning Commission finds that the extension of time request is reasonable, was filed within the time periods specified, and meets all requisite findings for the requested extension of time on the Tentative Parcel Map.
2. The proposed 8-lot tentative map with a density of 2.87 dwelling units per acre is consistent with the applicable General Plan land use designation of Suburban, that allows up to 3.3 dwelling units per acre. The Project site would allow a maximum theoretical yield of up to 9 lots based on site-specific slope conditions and General Plan and Subdivision Ordinance yield provisions. No changes in City policy have occurred that would conflict with the project. Escondido Municipal Code Section 32.210.02(c) allows for multiple extensions to be granted by the City not to exceed a maximum of five years beyond the original expiration date of October 10, 2020. This request would extend the Tentative Subdivision Map to October 10, 2025.
3. All findings of fact associated with Planning Commission Resolution No. 6104 that approved Case No. SUB17-0013 and the environmental determination, are incorporated herein as

though fully set forth. The proposed project will comply with all the applicable regulations, conditions, and polices imposed by the Escondido Municipal and Zoning Codes.

4. The location, design, and residential density of the proposed 8-lot Tentative Subdivision Map are consistent with the goals and policies of the Escondido General Plan because single-family residential development is permitted and encouraged in the within the Suburban land-use designation. The proposed infill residential Project would be in conformance with General Plan Housing Goals and Policies to plan for quality, managed, and sustainable growth, and provide a range of housing opportunities for all income groups and populations with special needs, and which 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.
5. The Project site is physically suitable for the proposed density of development because the property is within an urban area that is developed with a mix of similar single-family residential uses. The Suburban land-use designation allows up to 3.3 dwelling units per acre. Based on the Project area of 2.78 acres, the underlying land-use designation would allow up to 9 lots with a minimum lot size of 10,000 square feet. The request to subdivide the subject site into 8 lots with a minimum lot size of 10,000 square feet is consistent with the land use density and development requirements envisioned for this area. Furthermore, the proposed Tentative Subdivision Map is consistent with applicable provisions of the General Plan that addresses growth management.
6. The proposed residential Project would be based on sound principles of land use and the project is well integrated and compatible with its surroundings because it is situated near similar residentially developed properties. Adequate access, parking, utilities and landscaping would be provided to serve the development. The Project would not disrupt or divide the physical arrangement of the area because the subject site is zoned for residential development, is infill in nature, and is adjacent to similar single-family residential uses to the north, south and east and west. Development of the project, new street and utility extensions would not adversely alter or impact the existing circulation pattern throughout the surrounding neighborhood, nor preclude the development of surrounding parcels. All vehicular traffic generated by the Project will be accommodated safely and without degrading the levels of service on the adjoining streets or intersections.
7. The proposed residential Project would not result in the destruction of desirable natural features, nor be visually obstructive or disharmonious with surrounding areas because the project site is infill in nature and adjacent to residential development. The Project site is developed with a single-family residence, garage and shed type building and does not contain any significant visual resources or prominent topographical features. Although the residence, garage and shed are over 50 years old, they are not listed on the City's Historic Sites Surveys or identified as significant historic resources. Furthermore, the residence is proposed to be retained on proposed Lot 1. Removal of the garage and outbuilding would not result in an adverse impact to a significant historic resource. Existing vegetation would be permanently

replaced by residential development, associated infrastructure and new landscaping. The subject site is not located on a ridgeline and development of the future homes would not result in any adverse visual impacts or result in the obstruction of any scenic view or vista open to the public. The Project also would not damage any significant scenic resources within a designated State scenic highway or create an aesthetically offensive site open to the public. The proposed grading design would not result in any manufactured slopes or pads that would create any significant adverse visual or compatibility impacts with adjacent lots, nor block any significant views. All manufactured slopes would be required to be landscaped in conformance with the City's Landscape Ordinance to screen and soften visual impacts, as well as views from surrounding properties. Any grading and subsequent compaction of the site, as necessary, will be per City standards (Article 55, Escondido Zoning Code) to the satisfaction of the City Engineer.

8. The proposed residential development would not conflict with the provisions of an adopted Specific Plan or proposed Habitat Conservation Plan. The Project site is not located within a General Plan Specific Planning Area or area identified for preservation on the City's draft Multiple Habitat Conservation Program (MHCP), nor does it contain any sensitive resources as identified in General Plan Resource Conservation Element. The Project site is not listed on the City' Parks, Trails and Open Space Plan, or any local or regional parks and open space.
9. The design of the residential map and the type of improvements are not likely to cause serious public health problems because the project would not degrade the levels of service on the adjoining streets or drainage systems, with the implementation of the recommended Conditions of Approval. City water and sewer are existing and available to the site, and existing service to surrounding properties would not be adversely impacted. The Project would not create any adverse noise impacts to adjacent properties due to the residential nature of the project and limited traffic generated by the Project. The Project, as approved, is required to pay all applicable development fees and install improvements in conformance with City standards. The Project is not subject to any further funding requirements as a result of the requested extension of time for expiration of the Tentative Map.
10. The design of the map and the type of improvements will not conflict with easements of record, or easements established through court judgments, or acquired by the population at large, for access through, or use of property within the proposed map because any existing easements will either be accommodated within the project design; be quitclaimed prior to recordation of the map; or alternate provisions provided.
11. The design of the subdivision map has provided, to the extent feasible, for passive or natural heating or cooling opportunities in the subdivision. Unit sizes and configuration provide opportunities for passive/solar heating and landscaping provides passive cooling opportunities.
12. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code will be obtained prior to recordation of the map.

13. In consideration of the above, the proposed Project meets all of the requirements of section 66474 of the California Government Code and the proposed map meets all of the requirements or conditions imposed by the Subdivision Map Act and the Escondido Zoning Code, as detailed in the staff report(s), the Escondido General Plan and above findings.

## EXHIBIT “D”

### PLANNING CASE NO. PL 21-0468 / SUB17-0013

#### CONDITIONS OF APPROVAL

This Project is conditionally approved as set forth on the application received by the City of Escondido on **November 1, 2021**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated as recommended for approval on **January 25, 2022**, and shall not be altered without express authorization by the Community Development Department.

For the purpose of these conditions, the term “Applicant” shall also include the Project proponent, owner, permittee, or its successor(s) in interest, as may be applicable.

#### A. General:

1. **Acceptance of Permit.** Should the Applicant fail to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
  - a. Acceptance of the Permit by the Applicant; and
  - b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
2. **Permit Expiration.** If the Permit was filed as or concurrent with a Tentative Map, the Permit shall expire on **October 10, 2025**, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If not filed as concurrent with a Tentative Map application, the Permit shall automatically expire after one year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

The Permit shall be deemed expired if a building permit has not been obtained or work has been discontinued in the reliance of that building permit. If no building permits are required, the City may require a noticed hearing to be scheduled before the authorized agency to determine if there has been demonstrated a good faith intent to proceed, pursuant to and in accordance with the provision of this Permit.

3. **Certification.** The Director of Community Development, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This



includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. Three copies of final Approved Plan set, shall be submitted to the Planning Division for certification. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

**4. Conformance to Approved Plans.**

- a. The operation and/or use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.
- b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
- c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Community Development to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. This includes modifications to the Grading Exemptions for the slope up to an additional one foot in height, and modifications to retaining wall heights. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

**5. Limitations on Use.** Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Community Development Department.

**6. Certificate of Occupancy.**

- a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.
- b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Community Development.

**7. Availability of Permit Conditions.**

- a. Prior to Final Map recordation, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Community Development.

b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

**8. Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

**9. Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

No part of this Permit's approval shall be construed to permit a violation of any part of the Escondido Municipal or Zoning Code. During Project construction and after Project completion, the Applicant shall ensure the subject land use activities covered by this Permit is conducted in full compliance with all local and state laws.

**10. Fees.** The appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Community Development. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Community Development Department.

**11. Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any 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.

**12. Clerk Recording.**

a. **Exemption.** The City of Escondido hereby notifies the Applicant that the County Clerk's Office requires a documentary handling fee of \$50 in order to file a Notice of Exemption. In order to file the Notice of Exemption with the County Clerk, in conformance with

California Environmental Quality Act (“CEQA”) Guidelines section 15062, the Applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the Project (the final approval being the date of this letter) a certified check payable to the “County Clerk” in the amount of \$50. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35-day statute of limitations period on legal challenges to the agency’s decision that the Project is exempt from CEQA. Failure to submit the required fee within the specified time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180-day statute of limitations will apply.

- b. For more information on filing fees, please refer to the County Clerk’s Office and/or the California Code of Regulations, Title 14, Section 753.5.

**13. Legal Description Adequacy.** 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.

**14. Application Accuracy.** The information contained in the application and all attached materials are assumed to be correct, true, and complete. The City of Escondido is relying on the accuracy of this information and Project-related representations in order to process this application. Any permits issued by the City may be rescinded if it is determined that the information and materials submitted are not true and correct. The Applicant may be liable for any costs associated with rescission of such permits.

**15. Enforcement.** If any of the terms, covenants or conditions contained herein shall fail to occur or if they are, by their terms, to be implemented and maintained over time, the City of Escondido shall have the right to deny or withhold subsequent permit approvals or permit inspections that are derived from the application entitlements herein granted; issue stop work orders; pursue abatement orders, penalties, or other administrative remedies as set forth in state and local laws; or institute and prosecute litigation to compel compliance with said conditions or seek damages for their violation. The applicant/developer shall be notified in advance prior to any of the above actions being taken by the City and shall be given the opportunity to remedy any deficiencies identified by the City.

**16. Indemnification, Hold Harmless, Duty to Defend.**

- a. The Applicant shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, at law or in equity, including without limitation the payment of all consequential damages and attorney’s fees and other related litigation costs and expenses (collectively, “Claims”), of every nature caused by, arising out of, or in connection with (i) any

business, work, conduct, act, omission, or negligence of the Applicant or the owner of the Property (including the Applicant's or the owner of the Property's contractors, subcontractors, licensees, sublessees, invitees, agents, consultants, employees, or volunteers), or such activity of any other person that is permitted by the Applicant or owner of the Property, occurring in, on, about, or adjacent to the Property; (ii) any use of the Property, or any accident, injury, death, or damage to any person or property occurring in, on, or about the Property; or (iii) any default in the performance of any obligation of the Applicant or the owner of the Property to be performed pursuant to any condition of approval for the Project or agreement related to the Project, or any such claim, action, or proceeding brought thereon. Provided, however, that the Applicant shall have no obligation to indemnify, hold harmless, or defend the City as to any Claims that arise from the sole negligence or willful misconduct of the City. In the event any such Claims are brought against the City, the Applicant, upon receiving notice from the City, shall defend the same at its sole expense by counsel reasonably acceptable to the City and shall indemnify the City for any and all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).

- b.** The Applicant further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project's environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant's payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).
- c.** The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine

the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

**B. Construction, Maintenance, and Operation Obligations:**

- 1. Code Requirements.** All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Community Development, Building Official, City Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

As a condition of receiving the land use approvals specified herein, Applicant shall maintain the property subject to the approvals in compliance with all applicable city codes governing the condition or appearance of the property. In addition to compliance with such basic standards, the property subject to these approvals shall also be maintained free of trash, plant debris, weeds, and concrete (other than existing foundations and permanent structures). Any signs placed on the property advertising such property for sale or rent shall be in accordance with applicable laws, and be kept clean, in like-new condition, and free from fading and graffiti at all times. This condition shall be applicable from the date the land use is approved. The failure to comply with this condition shall subject the approvals specified herein to revocation for failure to comply.

- 2. Agency License and Permitting.** In order to make certain on- or off-site improvements associated with the Approved Plan set, the Permit request may require review and clearance from other agencies. Nothing in these Conditions of Approval shall be construed as to waive compliance with other government agency regulations or to obtain permits from other agencies to make certain on- or off-site improvements prior to Final Map recordation, grading permit issuance, building permit issuance, or certificate of occupancy as required. This review may result in conditions determined by the reviewing agency.

At all times during the effective period of this Permit, the Applicant and any affiliated responsible party shall obtain and maintain in valid force and effect, each and every license and permit required by a governmental agency for the construction, maintenance, and operation of the authorized activity.

- 3. Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.
- 4. Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.

5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.
8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.
9. **Anti-Litter.** The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.
10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.
11. **Trash Enclosures.** Appropriate trash enclosure(s) or other approved trash system shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.
12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.
13. **Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.
14. **Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must

submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.

**15. Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City’s issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board (“CARB”) certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant’s construction contractor shall demonstrate to the satisfaction of the Director of Community Development that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model (“CalEEMod”) or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary Project-generated functional equivalencies in the diesel PM emissions level are achieved.

**C. Parking and Loading/Unloading.**

1. In accordance with the Suburban street design standard on-site parking for a minimum of six cars shall be provided for each lot and a minimum of 1.5 on-street spaces shall be provided to accommodate each lot. The on-street spaces required is 12. The on-site parking requirement of six spaces for each lot may be reduced/modified with the final engineering and building/plotting designs provided a commensurate number of on-street spaces is provided to off-set the reduction of on-site spaces above 1.5, to the satisfaction of the Director of Community Development and Engineering Division. On-street spaces shall be a minimum of 22 feet in length and only allowed on one side of the street.
2. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

**D. Landscaping:** The property owner or owners’ association assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.
2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.
3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.
4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.
6. **Landscaping Plans.** Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.
  - a. A final landscape and irrigation plan shall be submitted to the Planning Division for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. 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.
  - b. Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy.
  - c. 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.



- d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Community Development.

**E. Specific Planning Division Conditions:**

1. No exemptions from the Grading Ordinance are approved as part of this project. All proposed grading shall be in substantial conformance with the conceptual grading plan as shown on the Tentative Map.
2. Staff Design Review approval of the proposed plotting and architectural design of the future residences within the subdivision shall be required prior to the submittal of the plans for building permit. Appropriate colored elevations and materials samples shall be submitted.
3. Prior to recordation of the Tentative Map, copies of the CC&Rs shall be submitted for review and approval. The CC&Rs shall be submitted to the Engineering Division (along with the appropriate review fee). The CC&Rs shall contain provisions for the maintenance of any common facilities, landscaping, drainage and storm water facilities, and walls, etc. All the lots in the subdivision shall be part of the homeowners' association. A self-managed homeowners' association shall not be allowed and shall be managed by a professional management company.
4. No street names are submitted as part of this approval. A separate request shall be submitted prior to final map.
5. Setback for the garages and/or covered parking structure shall will be measured from the back of the Public Utility Easement and shall provide a minimum 25-foot-setback from the back of the sidewalk.
6. Prior to demolition of the existing garage on Lot 1, building plans shall be submitted for the construction of appropriate covered parking on Lot 1 in accordance with the City's parking standards. The design of the covered parking structure (garage or carport) shall be compatible with the architectural design of the home on Lot 1.
7. Prior to issuance of a grading permit, a tree survey of the site shall be completed and submitted to the Planning Division showing the location and type of all (non-agricultural) mature trees on the site. Each tree shall be labeled on the plan as to whether it will remain or be removed. Any existing trees to remain within the project shall be identified on the landscape and grading plans, noted as "to remain". The landscaping plan shall include specimen sized trees at a 1:1 ratio for the number of mature trees removed, to the satisfaction of the Planning Division. Street trees shall be provided along every frontage, and the type of trees shall be consistent with the City's recommended street tree list. Root barriers shall be provided in accordance with the Landscape Ordinance.

8. The final fencing, gates and wall design shall be included with the landscape plans. The final fencing plans for any gates and fencing adjacent to the utility and storm water easements shall be submitted with the building plans for Lots 5 and 6. Any fencing proposed for detention basin HOA Lot A shall incorporate decorative open fencing and shall conform to the height and setback requirements for the underlying R-1-10 zone. Any fencing to remain on Lot 1 shall meet the setback and height requirements for the R-1 zone.
9. Appropriate trees and medium to tall fast growing shrubs shall be planted on the slopes for Lots 2, 3, 7 and 8 to provide appropriate screening to the adjacent residential parcels.
10. The proposed storm water basins shall be designed with an appropriate mix of plant materials and shall be designed as a visual amenity for the project. Open type decorative fencing shall be incorporated into the basin design on Lot 6 to provide views into the landscape area from Lot 6, to the satisfaction of the Director of Community Development.

**F. Specific Building Division Conditions:**

1. Approval and subsequent development are subject to all conditions and requirements of the California Building Code and Building Division.

**G. Specific Engineering Conditions of Approval:**

**GENERAL**

1. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.
2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Grading Plans. This utility/facility relocation work shall be completed prior to issuance of Building Permits.
3. Improvement plans prepared by a Civil Engineer, required for all public street, utility, and public storm drain improvements, and Grading/Private Improvement plans prepared by Civil Engineer, required for all grading, drainage and private onsite improvement design, shall be submitted for review through the City's virtual plan review portal as a single package containing all items on the Engineering Initial Submittal Checklists. Landscaping Plans shall be prepared by a Landscape Architect.
4. As surety for the construction of required off-site and/or 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 the approval of the Final Map and Grading Plan. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10% of total public improvement cost estimate) bonds for

all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.

5. No Building Permits shall be issued for any construction within this Subdivision until the Final Subdivision Map is recorded and either:
  - a) All conditions of the Tentative Subdivision Map have been fulfilled: or
  - b) Those conditions unfulfilled at the time of an application for Building Permits shall be secured and agreements executed in a form and manner satisfactory to the City Attorney and City Engineer.
6. 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.
7. 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.
8. The Developer’s engineer shall submit to the Planning Department a copy of the Tentative Map as presented to the Planning Commission and/or the City Council. The Tentative Map will be signed by the Planning Department verifying 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. Public street and drainage improvements shall be constructed to City Standards as required by the Subdivision Ordinance and to the satisfaction of the City Engineer prior to first occupancy. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, curb returns and pedestrian ramps, drainage, lighting, etc. shall be to the satisfaction of the City Engineer.
2. Prior to first occupancy the developer shall construct street improvements, including but not limited to, up to 32’ of full structural section paving and base, concrete curb, gutter, sidewalk, street lights, street trees, on the following streets within and adjoining the project boundary:

<b><u>STREET</u></b>	<b><u>CLASSIFICATION</u></b>
Citrus Avenue	Local Collector (42’ CL to curb face)
Private Street	Suburban Standard (28’ to curb face)

See appropriate typical sections in the current Escondido Design Standards for additional details.

3. Improvement plans prepared by a Civil Engineer are required for all public street and utility improvements.
4. The project entrances shall be designed as a street intersection with curb returns, cross gutters and spandrels, sidewalk ramps, or as an alley-type driveway apron per Escondido Standard Drawing E-5-E modified to provide sidewalk connectivity into the project, with a minimum throat width of 28 feet.

5. The address of each lot/dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer.
6. All on-site roads, driveways, and parking areas shall be private. Typical sections and design details shall be to the satisfaction of the City Engineer and Community Development Director. The private street improvements shall include, but not be limited to, the construction of concrete curb, sidewalks (one side only), street lights, paving and base.
7. Sidewalk construction shall be contiguous to the curb in accordance with current Escondido Design Standards.
8. All cul-de-sacs shall conform to the current Escondido Design Standards.
9. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior to the issuance of an Encroachment Permit for construction within the public right-of-way.
10. The developer's engineer shall prepare a complete signing and striping plan for all improved roadways. The developer's contractor shall complete all necessary removal of existing striping and signage and shall install all new signing and striping per the approved plans and as directed by the Field Engineer.
11. Adequate horizontal sight distance shall be provided at all street intersections. Increased parkway widths, open space easements, and restrictions on landscaping shall be provided for adequate sight distance and subject to approval of the City Engineer.
12. Pedestrian access routes shall be provided into the project to the satisfaction of the City Engineer.
13. Street lighting shall be required on all on-site private streets. It shall be the responsibility of the property owner's association to adequately maintain the street lighting system and such maintenance responsibility shall be clearly stated in the CC&Rs.
14. The developer shall be required to construct a LED street light in accordance with Escondido Standard Drawing No. E-1-E on North Broadway at the curb return on the southeasterly corner.

## **GRADING**

1. A site grading and erosion control plan prepared by a registered Civil Engineer 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 that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.
2. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the project.
3. Cut slope setbacks shall be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.

4. The developer 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 Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.
6. Lot drainage shall meet the requirements of current Escondido Design Standards, to the satisfaction of the City Engineer, and shall include the construction of necessary brow ditches.
7. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
8. The developer will be required to obtain permission from adjoining property owners for any off-site grading and slopes necessary to construct the project and/or the required improvements.
9. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.
10. All lot lines shall be located at the top of slope unless otherwise approved by the City Engineer.
11. 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 their report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by the Regional or City Standard Drawings. The cost of any independent third-party review deemed necessary by the City Engineer shall be reimbursed by the developer. Retaining walls or deepened footings that are to be constructed as part of building structure will be permitted as part of the Building Department plan review and permit process.
12. All All existing foundations and structures, other than those designated "to remain" on the Tentative Subdivision Map, shall be removed or demolished from the site. These removals shall be completed prior to Tentative Map recordation.
13. Unless specifically permitted to remain by the County Health Department, all existing wells within the project or affected by the off-site improvements shall be abandoned and capped, and all existing septic tanks within the project or affected by the off-site improvements shall be pumped and backfilled per County Health Department requirements.

## **DRAINAGE**

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. The drainage from existing home and yard of proposed Lot 1 will need to be conveyed by brow ditch and private drain pipe across proposed Lots 2 and 3 to the storm water basin on HOA Lot A.
3. The offsite drainage from the existing property to the south (APN 231-470-06) will need to be either bypassed via brow ditch or private drain pipe to the channel along the project's easterly boundary or

intercepted by the projects surface drainage improvements and treated in the basin(s) sized to do so

4. All on-site storm drains not in public easements are private. The responsibility for maintenance of these storm drains shall be that of the Home Owner's Association. Provisions stating this shall be included in the CC&Rs.
5. The project shall limit drainage flows to their pre-construction rates. Details and calculations for the detention basin shall be submitted and approved as part of the grading plan check.
6. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include hydro-modification calculations, treatment calculations, post-construction storm water treatment measures, and maintenance requirements.
7. All site drainage with emphasis on the roadway, parking, and driveway areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
8. Site Design and Source Control Best Management Practices (BMPs) shall be implemented to the maximum extent practicable. Downspouts from buildings shall be directed to landscaping to allow the infiltration of runoff into the ground. Where feasible, runoff from the hardscape areas shall be directed to landscaped areas to allow infiltration into the ground.
9. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.
10. Drainage ditches shall be sized for all tributary drainage. Catch basins located at the downstream end of drainage ditches shall be Type F per San Diego Regional Standard Drawing D-07. Details and calculations for the ditches and inlets shall be submitted in the Drainage Study and approved as part of the Grading Plan check.

## **WATER SUPPLY**

1. All water main locations and sizing shall be to the satisfaction of the City Engineer and Director of Utilities. Required water main improvements shall include the extension of a minimum 8-inch water main in the private road from the existing 18" water main in Citrus Ave. into the project's proposed cul-de-sac, to the satisfaction of the City Engineer and Director of Utilities. All proposed water mains shall be sized to provide the required fire flow while still meeting City Standards.
2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.
3. Fire sprinklers are required by the Fire Department. A 1-inch minimum water meter, 1-inch minimum water service, and back flow prevention device shall be required for each lot. Water meters and back flow prevention devices shall not be installed within a driveway apron or private drive areas.
4. Trees or deep-rooted plants shall not be planted within 10 feet of any water service.

5. All water services shall be installed per current City of Escondido Design Standards and Standard Drawings.

### **SEWER**

1. All sewer main design, locations, and sizing of mains shall be to the satisfaction of the City Engineer and Utilities Engineer. Required sewer main improvements include extension of the 8-inch sewer main into the cul-de-sac of the project from the existing manhole in Citrus Avenue north of the project (at an elevation low enough to serve the lowest lot within the project. A section of the existing sewer main in Citrus Avenue will likely need to be removed and reconstructed at a lower grade and any existing sewer laterals connected must be reconnected to the lowered sewer main extension per City Standards. Due to the depth of this sewer main it will need to be constructed with C-900 PVC.
2. An 8-inch sewer main shall be stubbed out across westerly side of Lot 4 to the southerly project boundary for future sewer main extension and service to the properties to the south.
3. The existing house on proposed Lot 1 shall be connected to City sewer and the City's sewer connection fee shall be paid prior to Final Map recordation.
4. Private 4" minimum PVC sewer laterals with standard clean-outs within 18" of the Public Utilities Easement/right-of-way shall be constructed for each Lot and shown on the Improvement and Grading plans. A few of the Lots will require the installation of sewer backwater valves due to the finish floor of the homes being below the next upstream sewer manhole. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings. The construction of all sewer laterals shall be included in the improvement plans and bonding quantities.
5. All sewer mains, laterals and appurtenances shall be constructed per current City of Escondido Design Standards and Standard Drawings and per the current Uniform Plumbing Code.
6. Trees or deep-rooted bushes shall not be planted within 10-feet of any sewer lateral, or within 15-feet of any sewer main.
7. All sewer laterals will be considered a private sewer system. The property owners will be responsible for all maintenance of their individual sewer laterals to the sewer main. Provisions stating this shall be included in the CC&Rs.

### **LANDSCAPE**

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees in effect at the time of the submittal.
2. Permanent landscaping shall be installed along the project frontage and all areas disturbed by the project (including offsite areas). The landscaping, including storm water treatment BMPs, shall be maintained by Home Owners Association. Provisions stating this shall be included in the CC&Rs.

### **FINAL MAP - EASEMENTS AND DEDICATIONS**

1. All easements, both private and public, affecting subject property shall be shown, delineated, dimensioned, and clearly labeled on the Final Map.

2. Private drainage easements shall be shown on the Final Map and granted to the Homeowners Association upon transfer of title for all private drainage facilities including the basin on proposed Lot 6, and any brow ditches (5' min. wide) and drain pipes (10' min. wide) needed to convey storm water within the project.
3. Necessary public utility easements for sewer, water, storm drain, etc. shall be granted to the City on the Final Map. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly.
4. A public utility easement shall be dedicated over the private streets. The public utility easement shall extend a minimum of five (5) feet beyond the improved, curb-to-curb roadway width. When sidewalks are required, the public utility easement shall extend a minimum of four (4) feet behind the back of sidewalk.
5. The developer 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. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed.

### **FEES**

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 developer 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 shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the City Engineer.
2. The developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

### **CC&Rs**

1. Copies of the CC&Rs shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The developer shall make provisions in the CC&Rs for maintenance by the Home Owners' Association of private roadways, driveways, parking areas, private utilities (including sewer and water), drainage swales, private street lighting, storm drains, basins, storm water treatment BMPs (onsite and in the right-of-way), and any common open spaces. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. The developer shall make provisions in the CC&Rs for Home Owner's Association maintenance, repair and access to all brow ditches which pass from one lot through an adjacent lot. Copies of an approved wording and format for this section of the CC&R's may be obtained from the Engineering Department.



4. The CC&Rs must state that the Home Owners' 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.
5. The CC&Rs must state that (if stamped concrete or pavers are used in the private street) the Home Owners' Association is responsible for replacing the stamped concrete or pavers in-kind if the City has to trench the street for repair or replacement of an existing utility.
6. The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Storm Water Quality Management Plan (SWQMP) for the project.
7. The CC&Rs must state that sewer laterals are a private sewer system and that each home owner will be responsible for all maintenance of their individual sewer laterals to the sewer main.

#### **UTILITY UNDERGROUNDING AND RELOCATION**

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance. The developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her reasons for requesting the waiver. The developer will be required to pay a waiver fee as adopted by City Council resolution.
2. The developer 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.