

# CITY OF ESCONDIDO

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## Planning Commission and Staff Seating



- A. CALL TO ORDER:** 7 p.m.
- B. FLAG SALUTE**
- C. ROLL CALL:**
- D. MINUTES:** [January 10, 2023](#)

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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. If you wish to submit a written comment online please do so at <https://escondido-ca.municodemeetings.com/bc-citycouncil/webform/public-comment>

**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 remains committed to complying with the Americans with Disabilities Act (ADA). Qualified individuals with disabilities who wish to participate in City programs, services, or activities and who would need accommodations are invited to present their requests to the City by filling out a Request for Accommodations Form or an Inclusion Support Request Form for Minors, or by calling 760-839-4643, preferably at least 72 hours in advance of the event or activity. Forms can be found on the City's website at: <https://www.escondido.org/americans-with-disabilities-act>

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**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.

**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 limit your testimony to three minutes.

**1. [SPECIFIC PLAN AMENDMENT, DEVELOPMENT AGREEMENT, TENTATIVE SUBDIVISION MAP AND GRADING EXEMPTION – PL22-0145, PL22-0146](#)**

**REQUEST:** The project includes an Amendment to the Northeast Gateway Specific Plan (SPA #5) to modify the alignment of an internal street, setback requirements along that street, and architectural criteria; a Development Agreement for the transfer and purchase of development rights for 20 units from the City of Escondido into the project; and a Tentative Subdivision Map for 64 single-family residential lots along with a Grading Exemption for cut slopes in excess of 20 feet in height located towards the northeastern area of the site. The proposal also includes adoption of the environmental determination for the Project.

**PROPERTY SIZE AND LOCATION:** The 36.42-acre project site is located east of East Valley Parkway, south of Lake Wohlford Road, and north of Beven Drive. The project site Assessor's Parcel Numbers (APNs) are 240-011-01-00, -240-011-12-00, 240-011-13-00, 240-020-23-00, 240-020-32-00, 240-020-33-00, 240-020-34-00, and a portion of 240-020-21-00.

**ENVIRONMENTAL STATUS:** A Final Environmental Impact Report ("FEIR") was certified in 2002 for the Northeast Gateway Specific Plan and Eureka Ranch Project (City File No. ER2001-25 and State Clearinghouse No. 200203115). An Addendum to the FEIR has been prepared in accordance with California Environmental Quality Act ("CEQA") section 15164. The Addendum is available for review at <https://www.escondido.org/northeast-gateway-project>.

**APPLICANT:** Meridian Development

**STAFF RECOMMENDATION:** Approval

**COMMISSION ACTION:**

**PROJECTED COUNCIL HEARING DATE:** February 15, 2023

**2. [PL23-0005: Zoning Code Amendment](#)**

**REQUEST:** A series of amendments to the Escondido Zoning Code to make permanent a series of temporary business relief measures adopted previously as an uncodified ordinance by the Escondido City Council through Ordinance No. 2020-23. The proposal involves minor amendments to

Articles 26 (Industrial Zones), 39 (Off-Street Parking), 57 (Miscellaneous Use Restrictions), and 66 (Sign Ordinance).

PROPERTY SIZE AND LOCATION: CityWide

ENVIRONMENTAL STATUS: The proposed code amendments are categorically or statutorily exempt from further environmental review pursuant to Public Resources Code section 21080.17 and CEQA Guidelines sections 15282(h), 15301, 15303, or do not qualify as a "project" under CEQA.

APPLICANT: Development Services Department

STAFF RECOMMENDATION: Approval

COMMISSION ACTION:

PROJECTED COUNCIL HEARING DATE: February 15, 2023

#### **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.

#### **I. FUTURE AGENDA ITEMS:**

#### **J. 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.

#### **K. PLANNING COMMISSIONERS**

#### **L. CITY PLANNER'S REPORT**

#### **M. ADJOURNMENT**

**CITY OF ESCONDIDO**

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

**January 10, 2023**

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, Vice-Chair; Carrie Mecaro, Commissioner; Barry Speer, Commissioner; and Stan Weiler, Commissioner.

**Commissioners absent:** David Barber, Commissioner; and Dao Doan, Commissioner.

**Staff present:** Adam Finestone, City Planner; Douglas Moody, Building Official; Dare Delano, Senior Deputy City Attorney; Jason Christman, Principal Engineer; Veronica Morones, Principal Planner; Jay Paul, Senior Planner; LaVona Koretke, Deputy Fire Marshal; and Annie Ward, Minutes Clerk.

**MINUTES:**

Motion by Commissioner Speer and seconded by Vice-Chair Paul, to approve the Action Minutes of the December 13, 2022, Planning Commission meeting. Motion carried (4-0).

Ayes: Barba, Paul, Mecaro, and Speer

Abstained: Weiler

Absent: Doan and Barber

**WRITTEN COMMUNICATIONS:** None.

**ORAL COMMUNICATION:** None.

## **PUBLIC HEARINGS:**

### **1. PL22-0645: Zoning Code Amendment**

REQUEST: A series of amendments to the Escondido Zoning Code to address changes in state laws, correct errors, and clarify or improve existing regulations. The proposal involves minor amendments to Articles 1 (General Provisions and Definitions), 6 (Residential Zones), 16 (Commercial Zones), 26 (Industrial Zones), 27 (Emergency Shelter Overlay), 39 (Off-Street Parking), 44 (Home Occupations), 47 (Environmental Quality), 49 (Air Space Condominium and Community Apartment Projects), 56 (Miscellaneous Development Standards), 57 (Miscellaneous Use Restrictions), 61 (Administration and Enforcement), 63 (Transient Lodging Facilities), 64 (Design Review), 66 (Sign Ordinance), 67 (Density Bonus and Residential Incentives), 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units), and 73 (Temporary Use, Outdoor Display and Sale of Retail Merchandise); and the rescission of Article 22 (Heliport Overlay Zone).

PROPERTY SIZE AND LOCATION: CityWide

ENVIRONMENTAL STATUS: The proposed code amendments are categorically or statutorily exempt from further environmental review pursuant to Public Resources Code section 21080.17 and CEQA Guidelines sections 15282(h), 15301, 15303, or do not qualify as a "project" under CEQA.

APPLICANT: Development Services Department

STAFF RECOMMENDATION: Approval

### **COMMISSION DISCUSSION:**

Commissioner Weiler recused himself from item G.1 because of potential financial conflict.

Commissioner Mecaro provided positive comments to the reduction in parking.

Commissioners discussed the streamlining of specific plans for condominiums.

Commissioner Speer recommended striking the removal of barbed wire for residential estates.

### **COMMISSION ACTION:**

Motion by Commissioner Speer and seconded by Vice-Chair Paul to approve PL22-0645, Zoning Code Amendment, with the exception to strike the residential estate prohibition for barbed wire. Motion carried (4-0)

Ayes: Barba, Paul, Mecaro, and Speer

Recused: Weiler

Absent: Barber and Doan

PROJECTED COUNCIL HEARING DATE: To be determined

### **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. PL23-0004: Development Process Overview**

REQUEST: Private development projects undergo a review process by multiple divisions and departments prior to approval and issuance of permits. Staff will provide the Planning Commission with a high-level overview of what the process entails, including what the Planning Commission's role is in that process.

PROPERTY SIZE AND LOCATION: N/A

ENVIRONMENTAL STATUS: This item is not a "project" as defined in CEQA Guidelines section 15378(b).

APPLICANT: Development Services Department

STAFF RECOMMENDATION: N/A

### **COMMISSION DISCUSSION:**

Commissioners had the opportunity to ask Staff questions regarding the Development Process.

**COMMISSION ACTION:** None

PROJECTED COUNCIL HEARING DATE: N/A

#### **2. PL22-0010: 2022 General Plan Amendment: Community Protection (Safety Element) Update and Creation of an Environmental Justice Element**

REQUEST: The 2022 General Plan Amendment consists of an update to the Community Protection Chapter (Safety Element) and creation of an Environmental

Justice Element. City staff will provide the Planning Commission with an update on the 2022 General Plan Amendment work effort's outreach and engagement process and preliminary public feedback.

PROPERTY SIZE AND LOCATION: CityWide

ENVIRONMENTAL STATUS: This item is not a "project" as defined in CEQA Guidelines section 15378(b).

APPLICANT: Development Services Department

STAFF RECOMMENDATION: N/A

**COMMISSION DISCUSSION:**

Commissioners had the opportunity to ask Staff questions about the 2022 General Plan Amendment and interact with the presentation via their smart phones.

**COMMISSION ACTION:** None

PROJECTED COUNCIL HEARING DATE: N/A

**FUTURE AGENDA ITEMS:** None

**ORAL COMMUNICATIONS:** None

**PLANNING COMMISSIONERS:**

Commissioner Paul thanked the Planning staff and City Planner Finestone for allowing Principal Planner, Veronica Morones time to help review the climate action plan in relation to other communities.

Commissioner Speer thanked the Planning staff for providing a thoughtful presentation and educating the Commissioners on the Development Process. Commissioner Speer also thanked Principal Planner, Veronica Morones for all of her hard work.

Chair Barba will not be at the next Planning Commission meeting.

## **CITY PLANNER'S REPORT:**

City Planner Finestone will be providing Commissioner Barber with information related to the Development Process presentation as Commissioner Barber was absent.

City Planner Finestone appreciated the kind words from the Commissioners regarding Principal Planner, Veronica Morones.

City Planner Finestone updated the Commissioners noted that there will be two public hearing items on the next Planning Commission agenda, scheduled for January 24, 2023: the Business Recovery Strategy Ordinance updates; and the Northeast Gateway Subdivision. At the request of the Northeast Gateway Subdivision applicant, he informed the Commission that the applicant is available to meet with Commissioners individually to discuss the project prior to the next Planning Commission meeting.

City Planner Finestone discussed the future tentative agenda, stating that Northeast Gateway Subdivision was removed by mistake and project Camp 10x was withdrawn.

## **ADJOURNMENT:**

Chair Barba adjourned the meeting at 9:22 p.m.

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Adam Finestone, Secretary to the  
Escondido Planning Commission

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Annie Ward, Minutes Clerk



## PLANNING COMMISSION

**Agenda Item No.: G.1**  
**Date: January 24, 2023**

**PROJECT NUMBER / NAME:** PL22-0145, PL22-0146, PL22-0147, and PL23-0032 / Northeast Gateway 64

**REQUEST:** Specific Plan Amendment, Development Agreement, Tentative Subdivision Map and Grading Exemption for the development of 64 single-family residential lots. The Specific Plan Amendment is requested for modification to internal street alignment, setbacks along this street and architectural and design requirements. The Development Agreement is requested for the transfer of development rights and purchase of 20 unallocated units from the City of Escondido into the project.

**LOCATION:** The 36.42-acre project site is located east of East Valley Parkway, south of Lake Wohlford Road, and north of Beven Drive, addressed as 3425, 3429, 3445, 3485, and 3507 E. Valley Parkway, and 13950 and 13961 Valle Lindo Road

**APN / APNS:** 240-011-01-00, -240-011-12-00, 240-011-13-00, 240-020-23-00, 240-020-32-00, 240-020-33-00, a portion of 240-020-21-00, and a portion of 240-020-27-00.

**GENERAL PLAN / ZONING:** Specific Plan Area (SPA #5) / Specific Plan (S-P) Northeast Gateway Specific Plan, Planning Area 2 (PA2)

**APPLICANT:** Meridian Development, LLC

**PRIMARY REPRESENTATIVE:**  
Meridian Development (Guy Asaro).

**DISCRETIONARY ACTIONS REQUESTED:** Specific Plan Amendment, Development Agreement, Tentative Subdivision Map and Grading Exemption

**PREVIOUS ACTIONS:** The Northeast Gateway Specific Plan and Final Environmental Impact Report were approved/adopted by the City Council in 2004.

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

**CEQA RECOMMENDATION:** Adoption of an Addendum to the Final Environmental Impact Report

**STAFF RECOMMENDATION:** Approval

**REQUESTED ACTION:** Approve Planning Commission Resolution No. 2023-02

**CITY COUNCIL HEARING REQUIRED:** ☒ YES ☐ NO

**REPORT APPROVALS:**

☐ Andrew Firestine, Director of Development Services

☒ Adam Finestone, City Planner

**BACKGROUND:**

The approximately 36.42-acre (gross acres) project site is comprised of 7 parcels and has been previously developed with residential and agricultural structures and uses. Agricultural uses have since been abandoned, but some accessory structures remain. The project site is located in 89-acre Planning Area 2 ("PA 2") within the larger 418-acre Northeast Gateway Specific Plan which includes 5 separate planning areas. The Northeast Gateway Specific Plan and associated Final Environmental Impact Report ("FEIR") were adopted by the Escondido City Council in 2004. Several residential projects have since been approved and development within the SPA includes the 340-lot Eureka Ranch project (TR 839) and 30-lot Eureka Springs project (TR 914), City Ryan Park, and Valley High School. The 78-unit/99 bed Apollo Assisted Living Facility is currently under construction. PA 2 also includes the Community Lutheran Church that was approved in 1990 prior to the adoption of the Northeast Gateway Specific Plan. Two smaller residential subdivisions were approved in Planning Area 2 (Tract 933 and Tract 956) that were never developed and the entitlements subsequently expired.

**A. SUMMARY OF REQUEST:**

Meridian Development ("Applicant") submitted an application on April 7, 2022 to develop the Project site to include an amendment to the Specific Plan, Development Agreement, Tentative Subdivision Map, and Grading Exemption for the development of a 64-lot single-family residential subdivision with a density of 1.83 dwelling units per acre (net density) ("Project"). Lot sizes range from 7,000 square feet up to 14,871 square feet. The design also includes 12 open space lots (Lots A – L) totaling 14.66 acres, including a 10.95-acre habitat conservation lot. The project includes a request to modify the alignment of the main internal street (Street "E") and to revise the setbacks along this street to be consistent with standard R-1 single-family residential setbacks, along with modification to certain architectural design criteria for the future homes. A Development Agreement involves financial compensation to the City in exchange for a density transfer of 20 single-family units from public lands within the Specific Plan Area, as permitted by the Northeast Gateway Specific Plan. A Grading Exemption is requested for cut slopes up to 63 feet in height located towards the northeastern portion of the project. All existing structures on the site would be demolished. Project plans are included as Exhibit "I" to draft Planning Commission Resolution No. 2023-02, which itself is included with this report as Attachment 3.

**B. SUPPLEMENTAL DETAILS OF REQUEST:**

- |                           |  |
|---------------------------|--|
| 1. Property Size:         | 36.42 acre (gross)<br>34.96 acre (net) 1.58-acre right-of-way dedication   |
| 2. Number of Lots:        | 64 single-family residential lots and 12 open space lots (A – L)<br>Open Space Lot J is a proposed conservation easement lot |
| 3. Density/Lots Permitted | 44 lots permitted per Specific Plan Slope Analysis Yield<br>1.74 du/ac gross density<br>1.83 du/ac net density               |

4. Density Transfer	20 units/lots requested for transfer rights from the City	
	<u>PA 2 Requirement:</u>	<u>Provided:</u>
5. Lot Sizes:	Min. 7,000 SF to 10,000 SF depending on location, adjacent to Valley Pkwy.	Range from 7,000 SF to 14,871 SF(gross lot area)
:	and/or open space	
6. Setbacks	20' min. along Internal Street "E" SPA requirements based on lot size	R-1 zoning standards for all lots along Street "E" SPA requirements for all other lots based on lot size
7. Open Space	Eastern steeper slopes to be preserved as natural open space per Specific Plan	14.66 acres open space, 12 lots (A – L) 10.95-acre conservation easement open space lot "J"
8. Grading/Exemptions	SPA guidelines	Anticipated 76,000 cy cut and 76,000 cy fill Grading Exemptions for cut slopes up to 63' within N/E area adjacent to lots 41, 43 and 43

### **C. PROJECT ANALYSIS:**

#### **1. General Plan Conformance:**

The City's General Plan land-use designation for the project site is Specific Planning Area (SPA 5), which is implemented through the Northeast Gateway Specific Plan. The Northeast Gateway Specific Plan encompasses 418 acres and contains 5 separate planning areas, consisting of both private and public ownerships. The Project site is in PA 2. The Specific Plan was approved in 2004 in conjunction with the Eureka Ranch development and ensures that future develop within the Specific Plan is consistent. The total projected yield throughout the Specific Plan is 517 dwelling units, with up to 167 of the total units derived, and available for transferred, from publicly owned land to privately owned land within the Specific Plan, subject to City Council approval. The subject 36.42-acre project site is allocated a total of 44 units based on the Specific Plan slope analysis/yield calculations. The project includes 64 single-family residential lots, inclusive of a requested transfer of 20 City units. To date, the City has transferred 87 units for the Eureka Ranch development and 15 units from the Eureka Springs development (formally Hallmark Communities), for a total of 102 units transferred. With the proposed transfer of 20 units to the Project, a total of 45 units would remain for potential future transfer to other developments within the SPA. Therefore, the proposed Project is consistent with the General Plan and Northeast Gateway Specific Plan.

2. Site Design:

a) Project Access and Circulation:

Primary access to the proposed lots would be from the installation of internal Street “E” (Public Drive “A” shown on the Tentative Map), intersecting Beven Drive on the south and Lake Wohlford Road on the north. The project site also fronts onto East Valley Parkway, but access would not be provided from this Major Circulation Element Road. The overall goal for development within Planning Area 2 is to eliminate all curb cuts/access to East Valley Parkway. With the development of this project, all existing driveways accessing E. Valley Parkway would be eliminated except for one existing single-family residence that is not part of this project. The Project does include an access easement to provide this lot with access to internal Street “E” in order for this remaining driveway to be closed at such time the property owner chooses to do so. The final design of Street “E” is intended to respect other parcels/owner’s access to Street “E” and to avoid future conflicts in order that they may develop their properties. The proposed design would provide access to parcels that currently have primary access/easements to East Valley Parkway, but would take access from internal Street “E” upon its completion.

b) Specific Plan Amendment – Street “E” Alignment

The applicant is requesting a formal modification to the alignment of Street “E” as shown in the Specific Plan (as detailed in Exhibit “E” to draft Planning Commission Resolution No. 2023-02) to correspond to the consolidation of the 7 parcels and to facilitate the current project design and previous alignment of future Street “E” off-site to the north through the Community Lutheran Church property. The current alignment of Street “E” towards the north of the Project site includes a slight jog to the northeast to accommodate potential development of two parcels (not part of this project). However, this alignment is not feasible as the future alignment of Street “E” and its intersection with Lake Wohlford Road on the north was set with the approval and development of the Community Lutheran Church in 1990, before the Northeast Gateway Specific Plan was adopted. When the Community Lutheran Church was developed, the project constructed a driveway from Lake Wohlford Road that provides primary access to the church, but also reserved an Irrevocable Offer of Dedication (IOD) along this driveway for future buildout of the roadway to provide northern access to the Northeast Gateway Planning Area 2. This driveway/roadway easement also was selected in order to line up with Foxley Drive on the north to avoid potential traffic conflicts from offsetting intersections. The driveway and future roadway area also bisect a cultural resource area and the eastern portion of the church site was placed within an open space easement to restrict future development of this section of the property. Street “E” has been designed to include two popouts along the church section of the roadway to avoid existing cultural features (milling features) and also another popout mid-block to provide traffic calming. As part of the original church

development, a public access trail easement was dedicated along the eastern boundary of the property, as shown on the Specific Plan street alignment.

c) Specific Plan Amendment – Setbacks and Architectural Design Criteria

Along with the proposed realignment to internal Street “E,” the applicant also has requested a modification to the minimum required setback of 20 feet for all structures along this street frontage. The applicant has requested this modification to allow setbacks to be consistent with standard R-1 single-family residential setbacks to allow for flexibility in the future design and layout of the homes and driveways. (The front setback requirement in the R-1 zone is 15 feet, except that a garage facing the street is required to maintain a 20-foot setback to accommodate driveway parking.) Due to the varying lot sizes and configuration along Street “E” and configuration of the lots, the minimum 20’ setback would limit development potential on certain lots. The homeowners’ association would be responsible for maintenance of the parkway landscaping along this street.

The proposed amendment to the Specific Plan includes a modification to certain architectural design requirements for the future homes to include the following:

- Section 3.6.4(A)(1). Reduce the minimum number of single-story homes required from 20 percent to 10 percent. This is requested because a single-story home generally has a much larger footprint than a two-story home and thus would reduce the potential area for future accessory structures on the smaller lots.
- Section 3.6.4(5). Reduce the requirement to provide front porches and patios to the front of the homes to a minimum of 20 percent of the units. The requirement to provide these front-yard amenities was to encourage residents to engage in the front yards. However, traditional single-family homes on smaller lots generally provide the primary open space and associated recreational amenities in the rear yards. This would allow for the homes to be designed based on changing consumer demand and design preferences and also would allow for the homes to be placed closer to the front-yard setbacks and allow for greater rear-yard space.
- Section 3.6.4(A)(6) and 3.6.4(A)(6)(b)(i). This section primarily focuses on the design of garages and to de-emphasize the garage as seen from the street, and to incorporate side-entry garages. This provision requires the design to place the garage further to the middle or the rear of the home requiring additional pavement and impacting the interior design of the home and potential reduction in rear-yard area. The proposed amendment would eliminate the language requiring side-entry garages and deeply recessed garages, detached garages and revised section (b) to allow recessed plane ranging from 1 to 3 feet for 80 percent of the garages. The final design of the homes, garages and orientation would be determined through the post entitlement Staff Design Review process. The use of decorative garages and varying garage colors has been added to off-set the changes to this section.

d) Open Space and Landscaping:

The Project includes 12 open space lots for a total of 14.66 acre of open space. Open Space Lot "J" is located within the steeper eastern portion of the site and would be placed within an open space/conservation easement to preserve existing native vegetation and any cultural resources that might be present in this area. The existing masonry block wall along the Project's East Valley Parkway frontage would be removed and replaced with a new decorative masonry block noise attenuation wall, landscape berm with a larger landscape parkway setback and meandering sidewalk in accordance with the Specific Plan design guidelines. In addition, the main entry corner at East Valley Parkway and Beven Drive will include an upgraded landscape entry design feature, signage and fencing to be compatible with other developments in the Specific Plan. The internal Street "E" would be developed with the landscape parkway located adjacent to the curb (vs. sidewalk adjacent to the curb) and landscaped with street trees and ground cover, which would be maintained by the Project homeowner's association.

e) Grading Design

The project includes a combination of cut and fill with proposed grading exemptions located within the northeastern area of the project site. Cut slopes up to 63 feet in height are proposed along the eastern side of Lots 41, 42 and 43. A Grading Exemption is required for any cut slopes greater than 20 feet in height. These slopes would be located towards the rear of the lots and landscaped in accordance to the City's Landscape Ordinance and the SPA landscape requirement to provide an appropriate transition from the more ornamental landscape area within the project to the native habitat on the steeper slopes to the east, as well as to provide the necessary fire protection buffers. The cut slopes would not result in any adverse visual impacts or block adjacent views.

**D. FISCAL ANALYSIS:**

Consistent with the General Plan, the Specific Plan allow the transfer of residential density from publicly-owned land within the Specific Plan Area to privately owned property, subject to City Council approval through a Development Agreement. The proposed Development Agreement calls for financial compensation in the amount of \$77,400 per unit (\$1,548,000 total) to the City in exchange for the density transfer of 20 residential units to the site. The Development Agreement also includes a provision to freeze development impact fees at current levels for a term of 5 years.

As part of the overall decision-making process to move forward with a proposed 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.

Community Facilities District (“CFD”) No. 2020-1, Citywide Services, was formed by the City Council on May 13, 2020. The special tax that will be assessed on properties as a result of the development of new residential units is based upon the Fiscal Impact Analysis (FIA) that was prepared to support the creation of CFD No. 2020-01. Developers to whom these residential project entitlements are assigned are responsible to establish a funding mechanism to provide a source of funds for the on-going municipal services required for the project. The benefit of entering CFD No. 2020-01 is that the annexation process is significantly streamlined, which saves staff time and costs to developers.

At the time of this writing, an applicant is required to fully offset potential impacts to the General Fund created by their project and the Project has been conditioned accordingly. (It should be noted that the City Council has directed staff to look at the current policy and bring back recommendations that may modify this requirement.) This can be accomplished through either formation of a CFD, annexation into CFD No. 2020-01, or establishment of another lawful funding mechanism reasonably acceptable to the City (“Public Services Funding Agreement”). Should an applicant desire to utilize the streamlined process available through annexation into CFD No. 2020-01, they would be required to sign a Letter of Intent (“LOI”) to do so, which serves as their authorization to annex.

If the future developer opts to annex into CFD No. 2020-01, the Project would fall into Category 1 (less than 5.5 du/ac). The current rate for Category 1 is \$575.19 per unit through the end of this fiscal year (June 30, 2023), subject to annual adjustments which currently are based on the Consumer Price Index or 2%, whichever is greater. The total annual cost for the 64-unit Project would be approximately \$36,812.16. If annexation into CFD No. 2020-01 is the way by which the developer opts to provide the ongoing funding source, the housing units would be included in the annexation. Should the developer opt to pursue a funding mechanism other than CFD No. 2020-01, such mechanism, including the assessment rate, would be subject to approval by City Council.

#### **E. ENVIRONMENTAL STATUS:**

The City Council certified a Final Program Environmental Impact Report (“FEIR”) (City Case No. ER 2001-25 and State Clearinghouse No. 200203115) in 2004 for the Northeast Gateway Specific Plan and Eureka Ranch Tentative Subdivision Map, and adopted a Mitigation Monitoring and Reporting Program (“MMRP”). Section 15164 of the State CEQA Guidelines states that an Addendum to an EIR shall be prepared “if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” The proposed project is consistent with the certified FEIR. Specifically, none of the conditions defined in Sections 15162 and 15163 of the State CEQA Guidelines that would require preparation of a subsequent or supplemental EIR have been met. As detailed in the Addendum to the FEIR prepared for this project, included as Exhibit “B” to Draft Planning Commission Resolution No. 2023-02, and the project materials, the City finds that, pursuant to Section 15162, no subsequent EIR would be required. Because none of the conditions of Section 15162 of the State CEQA Guidelines occur and as the Addendum and the proposed project satisfy the requirements of Section 15168, an Addendum to the Northeast Gateway Specific Plan FEIR is the appropriate form of environmental documentation required under CEQA for the proposed project.

As part of the environmental review process, Planning staff issued consultation invitations to a list of tribal groups maintained by the California Native American Heritage Commission, as required by Senate Bill 18 ("SB18") for all projects involving an amendment to the General Plan or a Specific Plan. Additionally, staff issued separate consultation invitations to a small subset of tribal groups, as required by Assembly Bill 52 ("AB52") for all projects subject to the California Environmental Quality Act. A total of two tribal groups (Rincon Band of Luiseno Indians and San Luis Rey Band of Mission Indians) requested formal consultation pursuant to SB18 and/or AB52. Consultation activities with these 2 tribal groups took the form of virtual meetings, emails/letters phone calls with City staff, and on-site ground surveys with the project applicant and environmental consultants. During consultation activities, tribal representatives were given the opportunity to review the project plans, technical studies, ask questions, and discuss mitigation measures to address potential impacts to historic, cultural and tribal cultural resources. Their recommendations regarding the inclusion of mitigation measures to address inadvertent discoveries of tribal cultural resources and an existing milling feature during grading/construction operations have been incorporate into the Addendum, conditions of approval and Mitigation Monitoring and Reporting Program (MMRP), which includes Native American monitor(s) during ground-disturbing activities.

**F. PUBLIC INPUT:**

Staff has not received any written correspondence from the public regarding the project. Staff met with one property owner located north of the project site regarding the proposed amendment to the internal roadway alignment and how it would affect future development of his property. The project applicant also has met with a majority of the owners within PA2 to discuss the project design and proposed improvements.

**G. CONCLUSION AND RECOMMENDATION:**

The Planning Commission is the authorized decision-making body for granting discretionary approval of a Tentative Subdivision Map, inclusive of a grading exemption, and the City Council is the authorized body for granting approval of a Specific Plan Amendment and Development Agreement. When one concurrent application is filed for all of these approval types, the full project is brought to Planning Commission first for a recommendation on approval or denial, and is then brought to City Council for a final decision. The proposed Project is consistent with the Northeast Gateway Specific Plan, as proposed to be amended. The Project as proposed will not have a significant effect on the environment, as designed and conditioned. The EIR Addendum contains mitigation measures designed to minimize or eliminate possible significant environmental effects. The location, size, design, and operating characteristics of the proposed project will not be incompatible with, adversely affect, nor will be materially detrimental to adjacent land uses. The site is suitable for the type and intensity of use or development which is proposed. Staff recommends that the Planning Commission recommend approval of the Project based upon the factors/findings, conditions and mitigation measures as described in this staff report and as detailed in Exhibits "A" through "I" to Draft Planning Commission Resolution No. 2023-02.



Project Name: Northeast Gateway 64  
Planning Commission Meeting  
Date: January 24, 2023

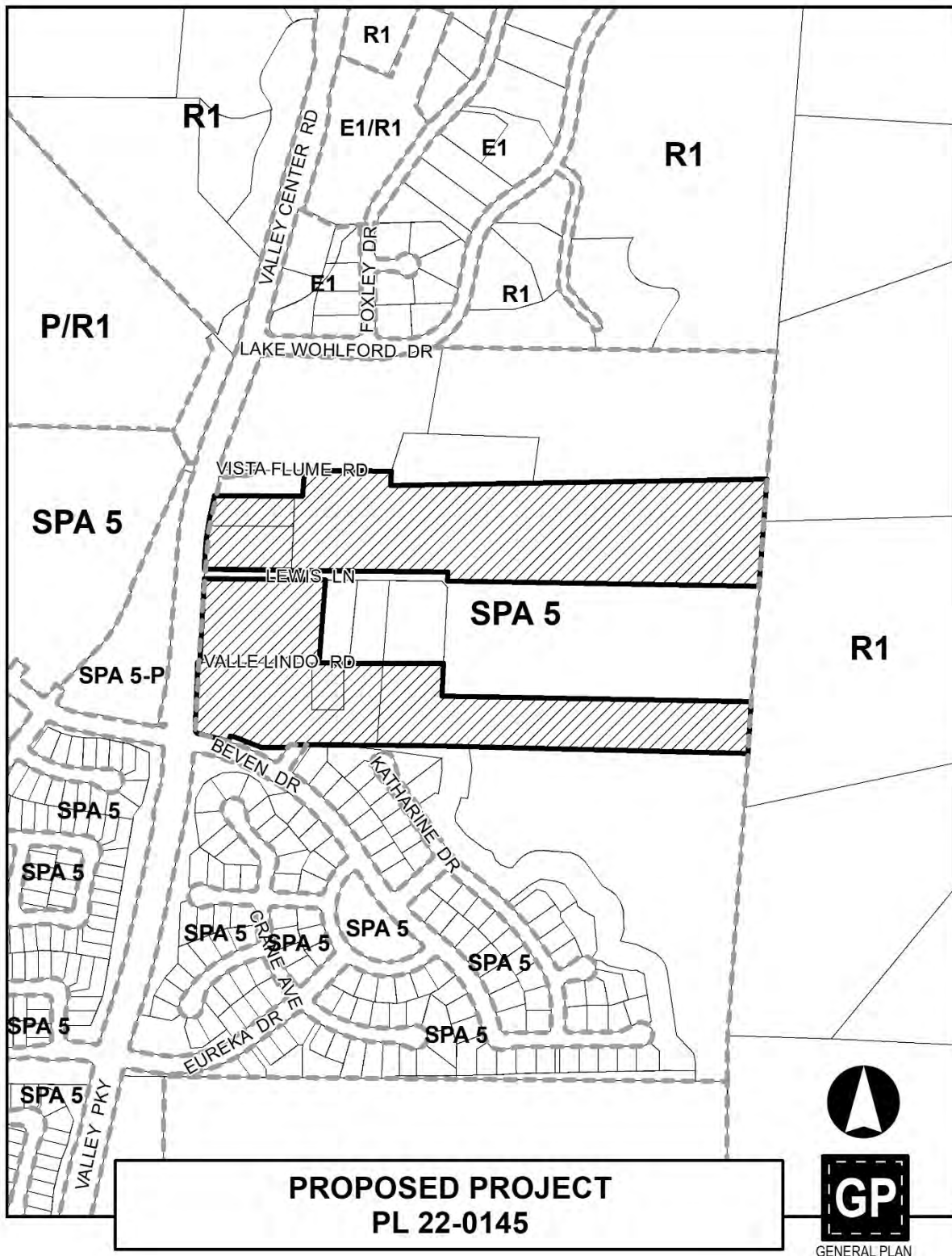
**ATTACHMENTS:**

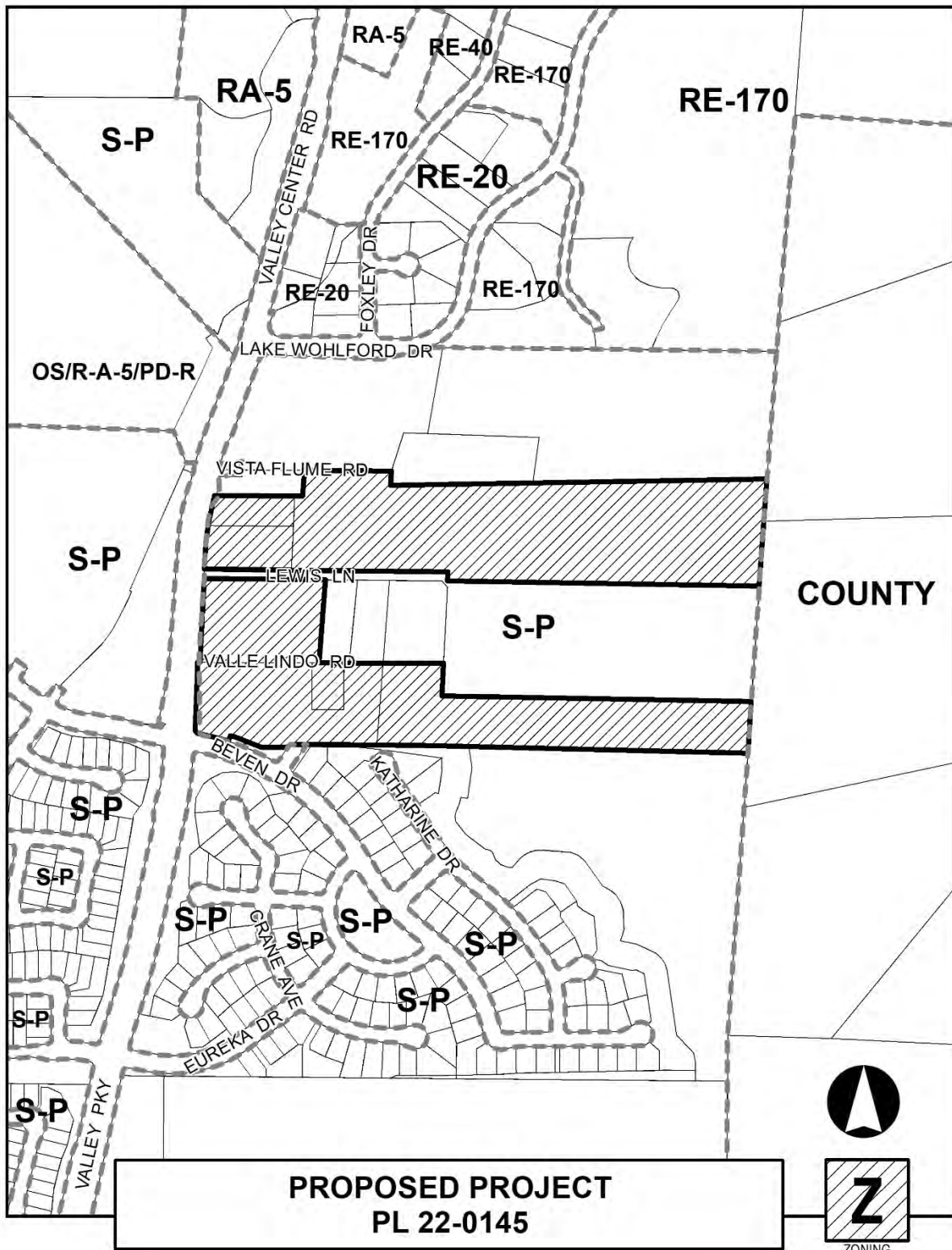
1. Location and General Plan Map
2. Planning Commission Resolution No. 2023- 02, with Exhibits “A” through “I”

Attachment 1









## ATTACHMENT 2

Planning Commission  
Hearing Date: January 24, 2023

Effective Date: January 25, 2023

### PLANNING COMMISSION RESOLUTION NO. 2023-02

A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF ESCONDIDO, CALIFORNIA,  
RECOMMENDING CITY COUNCIL APPROVAL OF A  
SPECIFIC PLAN AMENDMENT, DEVELOPMENT  
AGREEMENT, TENTATIVE SUBDIVISION MAP AND  
GRADING EXEMPTION FOR THE PROPOSED  
NORTHEAST GATEWAY 64 RESIDENTIAL PROJECT  
WITHIN THE NORTHEAST GATEWAY SPECIFIC  
PLAN

APPLICANT: Meridian Development, LLC

CASE NOS: PL22-0145, PL22-0146, PL22-0147, and PL23-0032

WHEREAS, Meridian Development, LLC., (“Applicant”), filed a land use development application, Planning Case Nos. PL22-0145, PL22-0146, PL22-0147, and PL23-0032 (“Application”), constituting a request for an Amendment to the Northeast Gateway Specific Plan (Planning Area 2 internal road “E” realignment, setbacks along road “E,” and architectural design standards); Development Agreement for the transfer and purchase of 20 units from the City of Escondido’s density allocation; Tentative Subdivision Map for 64 single-family residential lots, and Grading Exemption for cut slopes in excess of 20 feet in height (“Project”), on approximately 36.42 acres generally located east of East Valley Parkway, south of Lake Wohlford Road, north of Beven Drive, addressed at 3425, 3429, 3445, 3485, and 3507 E. Valley Parkway, and 13950 and 13961 Valle Lindo Road (Assessor’s Parcel Numbers 240-011-01-00, 240-011-12-00,

240-011-13-00, 240-020-23-00, 240-020-32-00, 240-020-33-00, a portion of 240-020-21-00 and a portion of 240-020-27-00); and

WHEREAS, the subject property is located within Planning Area 2 of the Northeast Gateway Specific Plan (SPA 5) and 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 Development Services 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 is the Lead Agency for the Project, as the public agency with the principal responsibility for approving the proposed Project; and

WHEREAS, the application was assessed in conformance with the California Environmental Quality Act and the City Council certified a Final Environmental Impact Report (City File No. ER2001-25 and State Clearinghouse No. 200203115) for the Northeast Gateway Specific Plan (SPA 5). In accordance with the California Environmental Quality Act (CEQA) Section 15164, an Addendum to the certified Final Environmental Impact Report was prepared to address the proposed project and project-related impacts.

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

WHEREAS, on January 24, 2023, 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 24, 2023, 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.

WHEREAS, Ordinance No. 78-02, enacted pursuant to Section 65974 of the Government Code and pertaining to the dedication of land and fees for school facilities, has been adopted by the City of Escondido.

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 certifies that it has reviewed and considered the Final Environmental Impact Report and Addendum, provided as Exhibit “B,” which is attached hereto and made a part hereof by this reference as though fully set forth herein, and determined that it is complete and adequate for this project, and there are no significant environmental effects which are not mitigated. After consideration of the Addendum and in conjunction with making specific findings, the Planning Commission hereby recommends that the City Council adopt the Addendum and Mitigation Monitoring and Reporting Program (“MMRP”) in accordance with the requirements of CEQA.

3. The Findings of Fact and MMRP of this Resolution provide findings required under Section 15091 of the CEQA Guidelines for significant effects of the Project. The MMRP, included as Exhibit “C,” which is attached hereto and made a part hereof by this reference as though fully set forth herein, is hereby recommended to be adopted to ensure implementation of feasible mitigation measures identified in the FEIR and Addendum. The Planning Commission finds that these mitigation measures are fully enforceable conditions on the Project and shall be binding upon the City and affected parties.

4. 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 detailed in Exhibit “D,” which is attached hereto and made a part hereof by this reference as though fully set forth herein, 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.

5. Considering the Final EIR, Addendum, CEQA Findings of Fact, Project Findings of Fact, and applicable law, the Planning Commission hereby recommends that the City Council approve the amendment to the Specific Plan for the alignment of Street “E” as shown in Exhibit “E” hereto, and amendment to the Specific Plan text as detailed in Exhibit “F” hereto; the Development Agreement set forth in Exhibit “G” hereto; and Tentative Subdivision Map and Grading Exemption shown on the Project plans attached as Exhibit “H” hereto, subject to each and all of the conditions thereafter set forth in Exhibit “I,” hereto. The Planning Commission expressly declares that it would not have made a recommendation to approve 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.

6. This Tentative Subdivision Map shall be null and void unless a Final Map, conforming to the Tentative Subdivision Map and all required conditions, is filed within the timeframe established in the associated Development Agreement or unless an extension of time is granted pursuant to Section 66452.6 of the California Government Code and Escondido Municipal Code.

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 24th day of January, 2023, 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.

\_\_\_\_\_  
Annie Ward, Minutes Clerk  
Escondido Planning Commission

# EXHIBIT "A"

## Legal Description Resolution No. 2023-02 (Northeast Gateway Residential 64 Project)

REAL PROPERTY IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

TRACT 1: (APN: 240-020-32-00 (PARCEL 1) AND 240-020-33-00 (PARCEL 2))

PARCELS 1 AND 2 OF PARCEL MAP NO. 21821, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY ON DECEMBER 9, 2020, AS FILE NO. 2020-7000412.

TRACT 2: (APN: 240-020-23-00)

PARCEL 1 IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON PAGE 10815 OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 18, 1980, AS FILE NO. 80-426264.

TRACT 3:

PARCEL 1: (APN: 240-011-01-00)

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6 AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73°36' EAST 235.62 FEET; MORE OR LESS TO THE NORTHEASTERLY CORNER OF THE LAND OF JAMES B. DIXON AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940 AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND SOUTH 3°46'52" WEST, 187.23 FEET; THENCE SOUTH 89°25'20" EAST 800.65 FEET; THENCE SOUTH 17°32'10" WEST 27.00 FEET; THENCE SOUTH 89°19'20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 3°47'05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899 IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG SAID NORTHERLY LINE OF WOHLFORD'S LAND NORTH 89°17'30" WEST 1315.67 FEET (RECORD WEST 1320 FEET) TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER NORTH 3°45' EAST 15.64 FEET, MORE OR LESS TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899 IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89°44'30" WEST 1085.33 FEET MORE OR LESS (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND BEING ALSO THE TRUE POINT OF BEGINNING; THENCE RETRACING SAID NORTHERLY LINE SOUTH 89°44'30" EAST 382.77 FEET; THENCE NORTH 4°08' EAST PARALLEL WITH THE CENTER LINE OF THE COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET; THENCE NORTH 89°44'30" WEST 382.77 FEET MORE OR LESS TO A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO LOUIS BERGER ET UX, RECORDED APRIL 14, 1955 IN BOOK 5604, PAGE 285 OF OFFICIAL RECORDS; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 194.20 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHERLY 10 FEET THEREOF.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD PURPOSES OVER THE SOUTHERLY 10 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6 AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73°36' EAST 235.62 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF THE LAND OF JAMES B. DIXON AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940 AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND SOUTH 3°46'52" WEST 187.23 FEET; THENCE SOUTH 89°25'20" EAST 800.65 FEET; THENCE SOUTH 17°32'10" WEST 27.00 FEET; THENCE SOUTH 89°19'20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 3°47'05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899 IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG SAID NORTHERLY LINE OF WOHLFORD'S LAND NORTH 89°17'30" WEST 1315.67 FEET (RECORD WEST 1320 FEET) TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER NORTH 3°45' EAST 15.64 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89°44'30" WEST 1085.33 FEET MORE OR LESS (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND BEING ALSO THE TRUE POINT OF BEGINNING; THENCE RETRACING SAID NORTHERLY LINE SOUTH 89°44'30" EAST 382.77 FEET; THENCE NORTH 4°08' EAST PARALLEL WITH THE CENTER LINE OF THE COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET; THENCE NORTH 89°44'30" WEST 382.77 FEET MORE OR LESS TO A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO LOUIS BERGER, ET UX, RECORDED APRIL 14, 1955 IN BOOK 5604, PAGE 285 OF OFFICIAL RECORDS; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 194.20 FEET TO THE TRUE POINT OF BEGINNING.

TRACT 4:

PARCEL ONE: (APN: 240-011-13-00)

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12, SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 6 AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071 RECORDED AUGUST 30, 1940, AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73° 36' 00" EAST 235.62 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF LAND OF JAMES B. DIXON AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940 AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND AND SOUTH 03° 46' 52" WEST 187.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 25' 20" EAST 800.65 FEET; THENCE SOUTH 17° 32' 10" WEST 27.00 FEET; THENCE SOUTH 89° 19' 20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6; THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 03° 47' 05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF WOHLFORD'S LAND, NORTH 89° 17' 30" WEST 1315.67 FEET (RECORD WEST 1320.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 03° 45' 00" EAST 15.64 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89° 17' 30" WEST 1085.33 (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND; THENCE NORTH 386.50 FEET, MORE OR LESS, TO A POINT WHICH IS NORTH 30.00 FEET FROM THE NORTHERLY LINE OF THE LAND CONVEYED TO W.L. RAMEY AND A. W. WOHLFORD BY DEED RECORDED APRIL 8, 1893 IN BOOK 212 PAGE 235 OF DEEDS, BEING ALSO A POINT IN THE EASTERLY LINE OF SAID JAMES B. DIXON LAND DESCRIBED ABOVE; THENCE ALONG SAID EASTERLY LINE OF DIXON'S LAND, NORTH 03° 46' 52" EAST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LAND DISTANT THEREON SOUTH 89° 44' 30" EAST 382.77 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 04° 08' 00" EAST PARALLEL WITH THE CENTER LINE OF COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE RETRACING THE LAST DESCRIBED LINE SOUTH 04° 08' 00" WEST TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND 10.00 FEET NORTHERLY OF MEASURED AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID LAND HEREINABOVE DESCRIBED; THENCE ALONG SAID PARALLEL LINE NORTH 89° 44' 30" WEST 382.77 FEET TO THE WESTERLY LINE OF SAID LAND; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO A LINE THAT BEARS NORTH 89° 44' 30" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 44' 30" EAST 382.77 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THE NORTHERLY 109.00 FEET OF ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LAND; THENCE SOUTH 89°25'20" EAST 400.00 FEET MORE OR LESS, TO A POINT IN A LINE WHICH IS PARALLEL WITH AND EASTERLY 370.00 FEET FROM THE EASTERLY LINE OF THE COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION 1; THENCE SOUTH 03° 46' 52" WEST ALONG SAID PARALLEL LINE 327.00 FEET; THENCE NORTH 89° 25' 20" WEST 400.00 FEET, MORE OR LESS, TO A POINT IN A LINE BEARS SOUTH 03° 46' 52" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 03° 46' 52" EAST 327.00 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM THAT PORTION LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF THE FIRST HEREINABOVE DESCRIBED LAND DISTANT THEREON SOUTH 89° 44' 30" EAST, 382.77 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE PARALLEL WITH THE CENTER LINE OF SAID ROUTE 19, DIVISION 1, NORTH 04° 08' 00" EAST, 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 04° 08' 00" EAST TO THE SOUTHERLY LINE OF THE NORTHERLY 109.00 FEET OF THE FIRST ABOVE DESCRIBED LAND.

ALSO EXCEPTING THAT PORTION OF LOT 4 IN SAID SECTION 6, LYING SOUTHERLY OF THE LINE SET OUT IN THAT CERTAIN JUDGMENT QUIETING TITLE RECORDED JUNE 8, 1964 AS DOCUMENT NO. 102872 OF OFFICIAL RECORDS.

PARCEL TWO: (APN: 240-011-12-00)

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 6, AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071 RECORDED AUGUST 30, 1940, AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73°36'00" EAST 235.62 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF LAND OF JAMES B. DIXON, AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940, AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND SOUTH 03° 46' 52" WEST 187.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 25' 20" EAST 800.65 FEET; THENCE SOUTH 17°32' 10" WEST 27.00 FEET; THENCE SOUTH 89° 19' 20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6; THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 03° 47' 05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF WOHLFORD'S LAND NORTH 89° 17' 30" WEST 1315.67 FEET (RECORD WEST 1320.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 03° 45' 00" EAST 15.64 FEET, MORE OR LESS TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89°17'30" WEST, 1085.33 (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND; THENCE NORTH 386.50 FEET, MORE OR LESS, TO A POINT WHICH IS NORTH 30.00 FEET FROM THE NORTHERLY LINE OF THE LAND CONVEYED TO W.L. RAMEY AND A. W. WOHLFORD BY DEED RECORDED APRIL 8, 1893 IN BOOK 212, PAGE 235 OF DEEDS, BEING ALSO A POINT IN THE EASTERLY LINE OF SAID JAMES B. DIXON LAND DESCRIBED ABOVE; THENCE ALONG SAID EASTERLY LINE OF DIXON'S LAND NORTH 03° 46' 52" EAST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF THE FIRST HEREINABOVE DESCRIBED LAND DISTANT THEREON SOUTH 89° 44' 30" EAST, 382.77 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE PARALLEL WITH THE CENTER LINE OF SAID ROUTE 19, DIVISION 1, NORTH 04° 08' 00" EAST, 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 04° 08' 00" EAST TO THE NORTHERLY LINE THEREOF.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LAND DISTANT THEREON SOUTH 89° 44'30" EAST 382.77 FEET; THENCE NORTH 04° 08' 00" WEST PARALLEL WITH THE CENTER LINE OF COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE RETRACING THE LAST DESCRIBED LINE SOUTH 04° 08' 00" WEST 194.20 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID LAND HEREINABOVE DESCRIBED; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°44'30" WEST 382.77 FEET TO THE WESTERLY LINE OF SAID LAND; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO A LINE THAT BEARS NORTH 89° 44' 30" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 44' 30" EAST 332.77 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF IF ANY WHICH LIES WESTERLY OF THE EASTERLY LINE OF THE LAND OF JAMES B. DIXON, AS DESCRIBED IN THE DECREE HAD IN THE SUPERIOR COURT IN SAN DIEGO COUNTY (CASE NO. 96071) ON OCTOBER 2, 1940, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM PARCELS 1 AND 3, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SHOWN AT PAGE 6048 OF PARCEL MAPS FILED IN OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 16, 1977.

SAID LAND IS ALSO SHOWN AS PARCEL 2 OF COUNTY OF SAN DIEGO MAP 12478, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP THEREOF NO. 6048, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JUNE 16, 1977.

TRACT 6: (APN: PORTION OF 240-020-27-00)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER NORTH 3° 47' 05" EAST 1395.59 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO FRANCES M. BEVEN RYAN AND LEWIS C. RYAN, WIFE AND HUSBAND, RECORDED MARCH 2, 1953 AS DOCUMENT NO. 28282 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND NORTH 89° 02' 52" WEST 1313.84 FEET RECORD WEST TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 458.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 58.46 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY LINE OF THE LAND DESCRIBED IN DEED TO W.L. RAMEY, DATED MARCH 31, 1899 AND RECORDED IN BOOK 278, PAGE 247 OF DEEDS, RECORDS OF SAID COUNTY, SAID SOUTHERLY LINE BEING ALSO SET OUT IN THAT CERTAIN JUDGMENT QUIETING TITLE, A COPY OF WHICH WAS FILED FOR RECORD ON JUNE 8, 1964 AS DOCUMENT NO. 102872 OF OFFICIAL RECORDS; THENCE TO AND ALONG SAID SOUTHERLY BOUNDARY AND THE WESTERLY PROLONGATION THEREOF SOUTH 89° 59' 40" WEST 1086.72 FEET TO THE CENTER LINE OF ESCONDIDO AND BEAR VALLEY ROAD; THENCE ALONG SAID CENTER LINE SOUTH 3° 51' 10" WEST 20.04 FEET TO A LINE DRAWN PARALLEL WITH AND 20 FEET SOUTHERLY OF THE PROLONGATION OF SAID SOUTHERLY BOUNDARY LINE OF RAMEY LAND; THENCE ALONG SAID PARALLEL LINE NORTH 89° 59' 40" EAST 1051.06 FEET TO A LINE WHICH BEARS NORTH 40° 52' 50" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 40° 52' 50" EAST 50.70 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THAT PORTION THEREOF, IF ANY, LYING WESTERLY OF THE EASTERLY LINE OF THE LAND ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS.



ALSO EXCEPTING THEREFROM THE NORTHERLY 109.00 FEET OF ALL THAT PORTION THEREOF.

TRACT 5: (APN: 240-020-21-00)

ALL THOSE PORTIONS OF LOTS FOUR (4) AND FIVE (5) (THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, RESPECTIVELY) AND THE EAST HALF OF SAID SOUTHWEST QUARTER, OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, S.B.M., IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT FOUR (4) WITH THE CENTER LINE OF THE COUNTY ROAD LEADING FROM ESCONDIDO TO BEAR VALLEY, AS SAID ROAD IS SHOWN ON LICENSED SURVEYOR'S MAP NO. 39 FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JUNE 22, 1893; THENCE NORTH 3° 23' EAST ALONG THE CENTER LINE OF SAID ROAD, 120 FEET; THENCE EAST 1105 FEET TO A POINT ON THE EAST LINE OF SAID LOT FOUR (4), DISTANT THEREON 120 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE EASTERLY 1320 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 DISTANT THEREON 120 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTHERLY 199 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE NORTH 79 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID NORTH 79 FEET, A DISTANCE OF 1320 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WESTERLY ALONG THE NORTH 79 FEET OF LOT 5 A DISTANCE OF 1105 FEET, MORE OR LESS, TO THE CENTER LINE OF THE AFORESAID ESCONDIDO BEAR VALLEY ROAD; THENCE NORTHERLY ALONG SAID COUNTRY ROAD, 79 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 4 IN SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, S.B.M. SAID POINT BEING THE EASTERLY TERMINUS OF THE DIVISION LINE BETWEEN THE LANDS OF A. W. WOHLFORD AND S.D. HEADINGTON, AS ESTABLISHED BY MUTUAL AGREEMENT BETWEEN SAID PARTIES DATED SEPTEMBER 8, 1900 AND RECORDED NOVEMBER 21, 1901 IN BOOK 309 AND 369 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE NORTH 3° 35' EAST ALONG SAID EASTERLY LINE OF LOT 4 A DISTANCE OF 162.5 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN THE DEED TO A. W. WOHLFORD DATED AUGUST 28, 1899 AND RECORDED FEBRUARY 27, 1900 IN BOOK 285, PAGE 461 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LAND 1105 FEET; THENCE SOUTH 3° 35' WEST 162.5 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED DIVISION LINE; THENCE EASTERLY ALONG SAID DIVISION LINE 1105 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF IF ANY WHICH LIES WESTERLY OF THE EASTERLY LINE OF THE LAND OF JAMES B. DIXON, AS DESCRIBED IN THE DECREE HAD IN THE SUPERIOR COURT IN SAN DIEGO COUNTY (CASE NO. 96071) ON OCTOBER 2, 1940, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS OF SAID COUNTY.

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 4, SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, S.B.M. WHICH IS THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN THE DEED TO W. L. RAMEY AND A. W. WOHLFORD DATED APRIL 7, 1893 AND RECORDED APRIL 8, 1893 IN BOOK 212, PAGE 235 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, SAID POINT BEING DESCRIBED IN SAID DEED AS 1318 FEET EAST AND 1573 FEET NORTH 3° 35' EAST OF THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 3° 35' EAST ALONG SAID EASTERLY LINE OF LOT 4 A DISTANCE OF 356.5 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN THE DEED TO W. L. RAMEY DATED MARCH 31, 1899 AND RECORDED IN BOOK 278, PAGE 247 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LAND CONVEYED TO RAMEY 1104.5 FEET; THENCE SOUTH 3° 35' WEST 356.5 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID LAND DESCRIBED IN THE AFORESAID DEED TO W. L. WOHLFORD THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF IF ANY WHICH LIES WESTERLY OF THE EASTERLY LINE OF THE LAND OF JAMES B. DIXON, AS DESCRIBED IN THE DECREE HAD IN THE SUPERIOR COURT IN SAN DIEGO COUNTY (CASE NO. 96071) ON OCTOBER 2, 1940, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY.

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BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER NORTH 3° 47' 05" EAST 1395.59 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO FRANCES M. BEVEN RYAN AND LEWIS C. RYAN, WIFE AND HUSBAND, RECORDED MARCH 2, 1953 AS DOCUMENT NO. 28282 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND NORTH 89° 02' 52" WEST 1313.84 FEET RECORD WEST TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 458.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 58.46 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY LINE OF THE LAND DESCRIBED IN DEED TO W.L. RAMEY, DATED MARCH 31, 1899 AND RECORDED IN BOOK 278, PAGE 247 OF DEEDS, RECORDS OF SAID COUNTY, SAID SOUTHERLY LINE BEING ALSO SET OUT IN THAT CERTAIN JUDGMENT QUIETING TITLE, A COPY OF WHICH WAS FILED FOR RECORD ON JUNE 8, 1964 AS DOCUMENT NO. 102872 OF OFFICIAL RECORDS; THENCE TO AND ALONG SAID SOUTHERLY BOUNDARY AND THE WESTERLY PROLONGATION THEREOF SOUTH 89° 59' 40" WEST 1086.72 FEET TO THE CENTER LINE OF ESCONDIDO AND BEAR VALLEY ROAD; THENCE ALONG SAID CENTER LINE SOUTH 3° 51' 10" WEST 20.04 FEET TO A LINE DRAWN PARALLEL WITH AND 20 FEET SOUTHERLY OF THE PROLONGATION OF SAID SOUTHERLY BOUNDARY LINE OF RAMEY LAND; THENCE ALONG SAID PARALLEL LINE NORTH 89° 59' 40" EAST 1051.06 FEET TO A LINE WHICH BEARS NORTH 40° 52' 50" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 40° 52' 50" EAST 50.70 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THAT PORTION THEREOF, IF ANY, LYING WESTERLY OF THE EASTERLY LINE OF THE LAND ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS.

## **EXHIBIT “B”**

### **Final Environmental Impact Report and Addendum Resolution No. 2023-02**

Due to the number of pages of Exhibit “B,” the following link has been provided to review the documents electronically on the City’s web site:

<https://www.escondido.org/northeast-gateway-project>

The link includes the following:

Final Environmental Impact Report for the Northeast Gateway Specific Plan (ER 2001-25)  
Addendum to the FEIR

## EXHIBIT “C”

Resolution No. 2023-02

### MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

#### INTRODUCTION AND SUMMARY

Pursuant to Section 21081.6 of the Public Resources Code and the *California Environmental Quality Act (CEQA) Guidelines* Section 15097, public agencies are required to adopt a monitoring or reporting program to assure that mitigation measures identified in Final Environmental Impact Report (FEIR) applicable to the Project and Addendum to the FEIR are implemented. As stated in Section 21081.6 of the Public Resources Code:

*“... the public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.”*

As defined in the CEQA Guidelines, Section 15097, “reporting” is suited to projects that have readily measurable or quantitative measures or which already involve regular review. “Monitoring” is suited to projects with complex mitigation measures, such as wetland restoration or archaeological protection, which may exceed the expertise of the local agency to oversee, are expected to be implemented over a period of time or require careful implementation to assure compliance. Both reporting and monitoring would be applicable to the proposed project.

#### MITIGATION MATRIX

To sufficiently track and document the status of mitigation measures, a mitigation matrix has been prepared and includes the following components:

- Impact
- Mitigation Measure
- Action
- Timing
- Responsibility

The mitigation matrix is included in Table below. Additionally, the project will be required to adhere to the relevant mitigation measures identified in the FEIR MMRP, project design features and regulatory compliance measures identified in the Addendum and Project Conditions of Approval. The mitigation measures are also included in the Project conditions of approval.

**PROJECT NUMBER / NAME:** PL22-0145, PL22-0146, PL22-0147 and PL23-0032  
(Northeast Gateway Residential 64)

**LOCATION:** The 36.42-acre project site is located east of E. Valley Parkway, south of Lake Wohlford Road, north of Bevin Drive, addressed at 2039, 2047, 2085 and 2089 N. Iris Lane

**ASSESSOR PARCEL NUMBERS (APNS):** 240-011-01-00, -240-011-12-00, 240-011-13-00, 240-020-23-00, 240-020-32-00, 240-020-33-00, a portion of 240-020-21-00 and portion of 240-020-27-00

### Northeast Gateway Residential 64 Project Mitigation Monitoring and Reporting Program

Impact	Mitigation Measure	Action	Timing	Responsibility
<b>BIOLOGY</b>				
<b>BIO-1</b> Potential Impacts to CSS.	<p>Mitigation for direct impacts to coastal sage scrub habitat is required per the mitigation ratios outlined in the MHCP (SANDAG 2003). The mitigation ratio for impacts to coastal sage scrub located outside of an FPA is 1:1, resulting in a project mitigation requirement of 0.59 acre. Mitigation involving preservation of in-kind habitat must be located within an FPA. For the project, mitigation for impacts to coastal sage scrub would occur through the preservation of the 1.78 acres of coastal sage scrub habitat located within the on-site FPA with a conservation easement or other conservation mechanism.</p> <p>Prior to clearing activities or recordation of a final map, the Developer shall submit a conservation easement to the City and Agencies for review and approval. Subject to concurrence with the City and Agencies, the Developer may initiate construction activities and record the final map prior to approval of the conservation easement by putting in place a deed restriction (i.e., Restrictive Covenant or Notice of Conditions or similar restrictive document) on the proposed open space lot to identify the lot as permanent open space and not subject to construction activities. The form and language of the deed restriction shall be approved by the City of Escondido and the California Department of Fish and Wildlife. Prior to the issuance of the first building permit, the final conservation easement shall be recorded and the deed restriction removed from the title.</p> <p>Prior to Final Map, the applicant shall place all natural open space in a dedicated conservation easement with an irrevocable offer of dedication to the City of Escondido. The conserved lands shall be managed by an entity experienced in natural lands management. The wildlife agencies will be designed as third-party beneficiaries. The habitat manager</p>	<p>Review/approve easement language/coordinate with wildlife agencies</p> <p>Preservation on-site of in-kind habitat within FPA – record conservation easement or other conservation method</p>	Prior to Final Map	Applicant/Land Owner/Project Biologist/Development Services Department/Wildlife Agencies

Impact	Mitigation Measure	Action	Timing	Responsibility
	shall provide assurances that management and monitoring of the open space occurs in perpetuity.			
<b>BIO-2a</b> – Impacts to mature/protected trees	Per the City Municipal Code Section 33-1068.C (2)(a), any mature tree that will be removed will be replaced at a 1:1 ratio and any protected tree that will be removed will be replaced at a 2:1 ratio. The preferred replacement is a tree(s) of equal size and caliper, per Section 33-1069 (b)(4). The minimum mitigation planting requirements for the removal of 119 mature trees (1:1 replacement ratio) and 64 protected trees (2:1 replacement ratio) is 247 trees. This number of trees can either be incorporated into the post development landscape and/or mitigated by a contribution to an in-lieu fee to the City of Escondido (Dudek 2022).	Review/approve grading and landscape plan	Prior to grading permit	Project applicant/owner/project biologist/Development Services Department
<b>BIO-2b</b> – Impacts to mature/protected trees	Tree protection measures shall be incorporated into the project design as outlined in Appendix E of the Northeast Gateway Project Tree Inventory and Arborist Report (Dudek 2022). These measures include tree protection measures prior to construction (fencing/signage pre-construction meeting), protection and maintenance measures during construction (avoidance, equipment operations/storage, storage and disposal of supplies and materials, moving of construction materials, grade changes, trenching, irrigation, canopy pruning, periodic washing of foliage, and inspection by ISA Certified Arborist), and maintenance measures after construction (mulch application, pruning, watering, spraying and monitoring).	Review/approve grading plan and tree protection measures	Prior grading permits	Project applicant/owner/project biologist/Development Services Department

Impact	Mitigation Measure	Action	Timing	Responsibility
<b>BIOLOGICAL RESOURCES</b>				
<b>BIO-3a</b> – Potential impacts to nesting birds	<p>Prior to issuance of grading permits, the following shall be identified on the grading plan: A qualified biologist shall determine if any active avian nests occur on or in the immediate vicinity of the project site if construction is set to commence or continue into the breeding season of raptors, coastal California gnatcatcher, southern rufous-crowned sparrow, and/or general avian species covered under the Migratory Bird Treaty Act (January 1 to September 1). If active nests of any of these sensitive bird species, raptors, or other general avian species are found, the appropriate buffer setback for the particular species nesting (200 feet for general avian species and 500 feet for special status species and raptors) shall be established and the area within this buffer setback shall not be disturbed until after September 1 or until the nest becomes inactive.</p> <p>If project construction cannot avoid the breeding season of January 1 through September 1, a qualified biologist shall survey potential nesting vegetation (e.g., trees, shrubs, open areas) within the project site for nesting birds prior to commencing any project activity. Surveys shall be conducted at the appropriate time of day, no more than seven days prior to vegetation removal or disturbance. Documentation of surveys and findings shall be submitted to the City for review and concurrence prior to conducting any project activities. If no nesting birds are observed and concurrence was received, project activities may begin. If an active bird nest is located, the nest site shall be demarcated a minimum of 200 feet (500 feet for special status species and raptors) in all directions on-site, and this area shall not be disturbed until after September 1 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work shall occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.</p>	Complete survey/review results. Prepare and approve buffer/setback plan and include on grading plans	Prior to grading permits. Review survey result and approve buffer/setback plan on grading plans.	Applicant/Owner/Project Biologist/Development Services Department

Impact	Mitigation Measure	Action	Timing	Responsibility
<b>BIO-3b</b> – Impacts to open space from lighting	Lighting for the project where adjacent to the FPA shall be shielded and/or directed away from the FPA open space area. Understanding that some species rely on darkness for shelter, feeding patterns, migrating, the areas adjacent to the FPA would be especially sensitive to light exposure in order to retain native characteristics. Placement and use of lighting associated with the project shall be designed to be shielded and directed downward to minimize light pollution of adjacent FPA lands and accommodate the habits of nocturnal species that prefer to move and forage in darkness.	Review and approve lighting/improvement plans	Prior to issuance of improvements plans for street lighting and building plans for homes.	Applicant/Land Owner, Project Engineer/Architect/Development Services Department
<b>BIO-3c</b> – Impact from Wildland Fire Areas	Per the MHCP and City's Draft Subarea Plan, new residential development located adjacent to an FPA must incorporate Zone 1 areas on the development pad and brush management zone 2 areas outside the limits of the FPA (SANDAG 2003; City of Escondido 2001).	Review and approved landscape plan	Prior to issuance of grading permit	Applicant/Land Owner, Landscape Architect, Contractor/Development Services Department
<b>BIO-3d</b> – Impacts from invasive species	No invasive non-native plant species shall be introduced into areas adjacent to the FPA. The planting palette depicted on the landscape plans for the slopes and landscaped areas adjacent to the FPA shall not include any invasive or non-native plant species	Review/approve landscape plans	Prior to issuance of grading permit	Applicant/Land Owner, Landscape Architect/Development Services Department
<b>BIO-3e</b> – Impact to native habitat from drainage	All new developed areas adjacent to the FPA must not drain directly into the FPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials and other elements that might degrade or harm the natural environment or ecosystem processes within the FPA. This can be accomplished using a variety of methods including natural detention basins, grass swales, or mechanical trapping devices. These systems should be maintained regularly to	Review/approve grading/drainage/storm water management plan	Prior to issuance of grading permit.	Applicant/Land Owner, Project Engineer/Development Services Department.

Impact	Mitigation Measure	Action	Timing	Responsibility
	ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and adding chemical-neutralizing compounds (e.g., clay compounds) when necessary and appropriate.			
<b>BIO-3f</b> – Impact to native area from unauthorized public access	New development adjacent to the FPA is required to provide appropriate barriers (e.g., non-invasive vegetation, rocks/boulders, fences, walls, and/or signage) along the FPA boundaries to direct any public access to appropriate locations and reduce domestic animal predation.	Review and grading plan for provisions for installation of barriers/signage.	Prior to issuance of grading permit/grading/landscape/fencing plan	Applicant/Land Owner, Project Engineer/Landscape Architect/Development Services Department.
<b>CULTURAL RESOURCES/TRIBAL CULTURAL RESOURCES</b>				
<b>MM-CR-1 through MM – CR 11</b> Due to grading and ground disturbing activities, the Project has the potential to impact existing and unidentified archaeological resources on the Project site and/or human remains.	<b>MM-CR-1</b> Prior to the issuance of a grading permit, the Applicant shall enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a Pre-Excavation Agreement) with a tribe that is traditionally and culturally affiliated with the Project Location (“TCA Tribe”). The purposes of the agreement are (1) to provide the Applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between the Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the Project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground-disturbing activities. The agreement shall incorporate, at a minimum, the performance criteria and standards, protocols, and procedures set forth in mitigation measures MM-CR-2 through MM-CR-10, and the following information:	Enter into Tribal Cultural Resources Treatment and Repatriation Agreement.	Prior to issuance of Grading Permit and/or during all earth moving and ground disturbing activity.	Applicant/Landowner, TCA Tribe



Impact	Mitigation Measure	Action	Timing	Responsibility
	<ul style="list-style-type: none"> <li>• Parties entering into the agreement and contact information.</li> <li>• Responsibilities of the Property Owner or their representative, archaeological monitors, and tribal monitors.</li> <li>• Project grading and development scheduling, including determination of authority to adjust in the event of unexpected discovery, and terms of compensation for the monitors, including overtime and weekend rates, in addition to mileage reimbursement.</li> <li>• Requirements in the event of unanticipated discoveries, which shall address grading and grubbing requirements including controlled grading and controlled vegetation removal in areas of cultural sensitivity, analysis of identified cultural materials, and on-site storage of cultural materials.</li> <li>• Treatment of identified Native American cultural materials.</li> <li>• Treatment of Native American human remains and associated grave goods.</li> <li>• Confidentiality of cultural information including location and data.</li> <li>• Negotiation of disagreements should they arise.</li> <li>• Regulations that apply to cultural resources that have been identified or may be identified during project construction.</li> </ul>			

Impact	Mitigation Measure	Action	Timing	Responsibility
	<b>MM-CR-2</b> Prior to issuance of a grading permit, the Applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe have been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the Project archaeologist that confirms the selected Native American monitor is associated with a TCA Tribe. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.	Provision of written verification that qualified archaeologist and Native American monitor associated with a TCA Tribe.	Prior to issuance of Grading Permit.	Applicant/Land Owner
	<b>MM-CR-3</b> The qualified archaeologist and a Native American monitor shall attend all applicable pre-construction meetings with the General Contractor and/or associated subcontractors to explain and coordinate the requirements of the monitoring program.	Attend pre-construction meetings	Prior to and during all earth moving and ground disturbing activity.	Applicant/Landowner, Archaeologist, Native American Monitor.
	<b>MM-CR-4</b> During the initial grubbing, site grading, excavation or disturbance of the ground surface (including both on- and off-site improvement areas), the qualified archaeologist and the Native American monitor shall be present full-time. If the full-time monitoring reveals that the topsoil throughout the Project impact area (both on and off-site) has been previously removed during the development of the roads and buildings within the Project area, then a decrease of monitoring to part-time monitoring or the termination of monitoring can be implemented, as deemed appropriate by the qualified archaeologist in consultation with the Native American monitor. The frequency of subsequent monitoring shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring considering these factors. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the	Full-time Monitoring and determination of duration and frequency of subsequent monitoring.	During the initial grubbing, site grading, excavation or disturbance of the ground surface (including both on- and off-site improvement areas)	Archaeologist, Native American Monitor

Impact	Mitigation Measure	Action	Timing	Responsibility
	potential to contain cultural deposits (i.e., soil conditions are comprised solely of fill or granitic bedrock).			
	<p><b>MM-CR-5</b> In the event that previously unidentified tribal cultural resources are discovered, all work must halt within a 100-foot radius of the discovery. The qualified archaeologist and the Native American monitor shall evaluate the significance of the find and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The qualified archaeologist and Native American Monitor shall consider the criteria identified by California Public Resources Code sections 21083.2(g) and 21074, and CEQA Guidelines sections 15064 and 15064.5(c) in determining the significance of a discovered resource. If the professional archaeologist and Native American monitor determine that the find does not represent a culturally significant resource, work may resume immediately, and no agency notifications are required. Isolates and clearly non-significant deposits shall be documented in the field and collected and monitored grading can immediately proceed. All unearthed archaeological resources or tribal cultural resources shall be collected, temporarily stored in a secure location, and repatriated for later reburial on the project site, pursuant to the terms of the Pre-Excavation Agreement.</p>	If potential tribal cultural resources are found, halt ground disturbance and follow procedures listed for discovery.	During all earth moving and ground disturbing activity.	Archaeologist, Native American Monitor
	<p><b>MM-CR-6</b> If the qualified archaeologist and Native American monitor determine that the find does represent a potentially significant tribal cultural resource, considering the criteria identified by California Public Resources Code sections 21083.2(g) and 21074, and CEQA Guidelines sections 15064 and 15064.5(c), the archaeologist shall immediately notify the City of said discovery. The qualified archaeologist, in consultation with the City, the consulting TCA Tribe(s), and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe(s) and be submitted to the City for review and approval. If the find is determined to be a</p>	If potential tribal cultural resource is determined to be significant, notify the City and follow agreed upon treatment and disposition measures.	During all earth moving and ground disturbing activity.	Archaeologist, Native American Monitor, City Director of Development Services

Impact	Mitigation Measure	Action	Timing	Responsibility
	Tribal Cultural Resource under CEQA, as defined in California Public Resources Code Section 21074(a) through (c), appropriate treatment measures will be implemented. Work may not resume within the no-work radius until the City, through consultation as set forth herein, determines either that: 1) the discovery does not constitute a Tribal Cultural Resource under CEQA, as defined in California Public Resources Code Section 21074(a) through (c); or 2) the approved treatment and disposition measures have been completed.			
	<b>MM-CR-7</b> All sacred sites, significant tribal cultural resources, and unique archaeological resources encountered within the Project area shall be avoided and preserved as the preferred mitigation. The avoidance and preservation of the significant tribal cultural resource or unique archaeological resource must first be considered and evaluated in consultation with the TCA Tribe(s) as required by CEQA and in compliance with all relevant mitigation measures for the Project. If any significant tribal cultural resource or unique archaeological resource has been discovered and such avoidance or preservation measure has been deemed to be infeasible by the City's Director of Community Development (after a recommendation is provided by the qualified archaeologist, in consultation with the TCA Tribe(s), making a determination of infeasibility that takes into account the factors listed in California Public Resources Code sections 21061.1, 21081(a)(3), and CEQA Guidelines section 15091, and in accordance with all relevant mitigation measures for the Project), then culturally appropriate treatment of those resources, including but not limited to funding an ethnographic or ethnohistoric study of the resource(s), and/or developing a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. No artifact sampling for analysis is allowed, unless requested and approved by the consulting TCA Tribe(s). Before construction activities are allowed to	If sacred sites, significant tribal cultural resources, and unique archaeological resources are found, halt ground disturbance and follow procedures listed for discovery including avoidance, treatment and disposition.	During all earth moving and ground disturbing activity.	Archaeologist, Native American Monitor, City Director of Development Services

Impact	Mitigation Measure	Action	Timing	Responsibility
	resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.			
	<p><b>MM-CR-8</b> As specified by California Health and Safety Code section 7050.5, if human remains are found on the Project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to a temporary off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the NAHC, which then will designate a Native American Most Likely Descendant (MLD) for the project (California Public Resources Code § 5097.98) for proper treatment and disposition in accordance with California Public Resources Code section 5097.98. The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the City does not agree with the recommendations of the MLD, the NAHC can mediate (California Public Resources Code § 5097.94). If no agreement is reached, the remains shall be kept in situ, or reburied in a secure location in close proximity to where they were found and where they will not be further disturbed (California Public Resources Code § 5097.98). Work may not resume within the no work radius until the lead agency, through consultation as appropriate, determines that the treatment measures have been</p>	If human remains are found, halt ground disturbance and follow procedures listed for discovery.	During all earth moving and ground disturbing activity.	Archaeologist

Impact	Mitigation Measure	Action	Timing	Responsibility
	completed to their satisfaction. The analysis of the remains shall only occur on site in the presence of the MLD, unless the forensic anthropologist and the MLD agree to remove the remains to an off-site location for examination.			
	<p><b>MM-CR-9</b> If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during any cataloging of those resources. Moreover, if the qualified archaeologist does not collect the cultural resources that are unearthed during the ground-disturbing activities, the Native American monitor may, at their discretion, collect said resources for later reburial on the Project site or storage at a local curation facility. Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe for reburial on the Project site. Should the TCA Tribe(s) decline the collection, the collection shall be curated at the San Diego Archaeological Center. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor, to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center.</p>	Follow procedures for collection of tribal cultural resources.	During all earth moving and ground disturbing activity.	Archaeologist, Native American Monitor
	<p><b>MM-CR-10</b> Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, that describes the results, analysis, and conclusions of the archaeological monitoring program and any data recovery program on the Project site, shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources. A copy of the final report will be submitted to the South Coastal Information Center after approval by the City.</p>	Preparation of a monitoring report and/or evaluation report if necessary.	Prior to release of Grading Bond.	Archaeologist, Native American Monitor

Impact	Mitigation Measure	Action	Timing	Responsibility
	<p><b>MM-CR-11</b> Preservation of Milling Feature 5. Prior to the start of grading, the milling feature will be flagged off to protect it until relocation of the outcrop is scheduled. During construction monitoring by a Native American monitor and archaeologist, the area surrounding the feature will be excavated in a slow and controlled way in order to preserve as many milling elements as possible and to expose the entire outcrop. The outcrop will be relocated to a location within the project area where the outcrop can be preserved in perpetuity. The location will be agreed upon by the City and the Rincon Band in consultation with the applicant. All efforts should be made to preserve the outcrop as one piece. If the boulder is too large to move in one piece, a concerted effort shall be made to preserve as many milling elements as possible.</p>	<p>Follow procedures for collection of tribal cultural resources.</p>	<p>During all earth moving and ground disturbing activity</p>	<p>Archaeologist, Native American Monitor</p>

## **EXHIBIT “D”**

### **FACTORS TO BE CONSIDERED / FINDINGS OF FACT**

Resolution No. 2023-02

PLANNING CASE NUMBERS: PL22-0145, PL22-0146, PL22-0147 and PL23-0032

#### **Environmental Determinations:**

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 City Council certified a Final Program Environmental Impact Report (FEIR) (City Case No. ER 2001-25 and State Clearinghouse No. 200203115) in 2004 for the Northeast Gateway Specific Plan and Eureka Ranch Tentative Subdivision Map (Northeast Gateway Specific Plan), and adopted a Mitigation Monitoring and Reporting Program.
3. Section 15164 of the State CEQA Guidelines states that an Addendum to an EIR shall be prepared "if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." The proposed project is consistent with the certified FEIR. Specifically, none of the conditions defined in Sections 15162 and 15163 of the State CEQA Guidelines that would require preparation of a subsequent or supplemental EIR have been met.
4. As detailed in the Addendum and the project materials, the City finds that, pursuant to Section 15162, no subsequent EIR would be required. Because none of the conditions of Section 15162 of the State CEQA Guidelines occur and as the Addendum and the proposed project satisfy the requirements of Section 15168, an Addendum to the Northeast Gateway Specific Plan FEIR is the appropriate form of environmental documentation under CEQA for the proposed project.

#### **Specific Plan Amendment Determinations:**

1. The public health, safety and welfare would not be adversely affected by the proposed amendment to the Northeast Gateway Specific Plan because the amendment would facilitate safe and efficient traffic circulation through the proposed project with appropriate traffic calming measures incorporated, along with design features to avoid impacts to cultural resources. The proposed amendment also would allow for flexibility in setbacks along the internal Street "E" consistent with typical single-family (R-1 zone) development and would refine architectural development standards in a manner that would allow future construction of homes to support the varied residential housing types and needs of the City and overall San Diego region.



2. The proposed amendment to the Northeast Gateway Specific Plan would not be detrimental to surrounding properties because it would assist in the implementation of the vision and goals identified in the Specific Plan.
3. The proposed amendment to the Northeast Gateway Specific Plan would be consistent with the General Plan because it would not increase residential densities allowed by the General Plan and would not detrimentally impact levels of services on area roadways. Further, the amendment would retain the General Plan vision for Specific Plan Area #5 that promotes quality development; provides for orderly development of the SPA in relation to the existing community; and to provide for residential housing opportunities while preserving the natural features of the Specific Plan Area.
4. A specific plan is a tool for the systematic implementation of the General Plan. It effectively establishes a link between implementing policies of the General Plan and the individual Project proposal. A General Plan consistency analysis has been provided, attached to the January 24, 2023 Planning Commission staff report, which is incorporated herein by this reference as though fully set forth herein.
5. Specific plan amendments must comply with the scope and authority of section 65450 to 65457 of the California Government Code. The Planning Commission find the proposed Specific Plan Amendment has been completed in compliance with the law.

**Development Agreement Determinations:**

1. The proposed Development Agreement is consistent with the goals, policies, general land uses and programs specified in the General Plan because the approved residential development is consistent with the requirements of the Northeast Gateway Specific Plan (Planning Area 2) land-use designations which allows single-family residential development on the site.
2. The General Plan land-use designation for the subject site is Specific Plan. The subject parcels are located within Planning Area 2 of the Northeast Gateway Specific Plan that allow a base density of up to 44 units/lots. The Specific Plan allows for the transfer and purchase of additional unit/lots through the Development Agreement process. The project is consistent with the adopted General Plan and Specific Plan that anticipates single-family residential development on the project site. Proposed lot sizes range from approximately 7,000 square feet to 14,000+ square feet, which would be consistent with the development requirements for Planning Area 2.
3. The proposed Development Agreement is compatible with the uses authorized in, and the regulations prescribed for the land-use district in which the real property is located, along with all other provisions of the Zoning Code, because the project meets all requirements of the General Plan, Zoning Code and Northeast Gateway Specific Plan, as stated above.
4. The proposed Development Agreement is in conformity with public convenience, general welfare, and good land use practices. The design of the residential map and the type of improvements 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 would be in conformance with the General Plan and Northeast Gateway Specific Plan as noted in the sections above.

5. The proposed Development Agreement would not adversely affect the orderly development of property or the preservation of property values because the proposed project would not disrupt or divide the physical arrangement of the area. The project site is zoned for residential uses and is adjacent to similar single-family residential uses. The project density, yield, and lot sizes would be consistent with the underlying Specific Plan land-use designation, and consistent with adjacent residential development and lot sizes. Access would be provided by the extension of internal Street "E" consistent with the intent of the Specific Plan. Development of the project and proposed improvements would not adversely alter or impact the existing circulation pattern throughout the surrounding neighborhood, nor preclude the development of surrounding parcels. Adequate public facilities are available and water service can be provided to the project with nominal extension of nearby existing facilities.
6. Public benefits would be provided with development including the completion of internal Street "E," and payment for the transfer of units from the City into the project.
6. The proposed Development Agreement is consistent with the provisions of Government Code Sections 65864 et seq.

**Tentative Subdivision Map Determinations:**

1. The Project proposes a 64-lot Tentative Subdivision Map and the consolidation of several lots to provide for logical and orderly development consist with the overall vision of the planning area. The location, design, and residential density of the proposed residential development is consistent with the goals and policies of the Escondido General Plan because single-family development is permitted and encouraged within Planning Area 2 of the Northeast Gateway Specific Plan. The proposed residential Project is 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.
2. The Project site is physically suitable for the proposed density of development because the Project site is within an urban area that is developed with a mix of single-family residential, recreation and institutional uses. Planning Area 2 allows up to 44 base units for the subject parcels, and also allows for additional density through a Development Agreement and purchase of units from the City of Escondido's allocation of surplus density. The request to subdivide the Project site into 64 residential lots would be consistent with the proposed Northeast Gateway Specific Plan (Planning Area 2) land-use density and development requirements. Furthermore, the proposed Tentative Subdivision Map is consistent with applicable provisions of the General Plan that address growth management and maintaining the fiscal stability of the City because the Project applicant minimizes ongoing costs to taxpayers through annexation into a CFD or establishment of another funding mechanism as required by the Project conditions of approval.

3. The approval of the proposed Project would be based on sound principles of land use and is well-integrated with its surroundings near similar residentially developed properties because adequate access, parking, utilities, public services, landscaping and preservation of open space would be provided (as detailed in the staff report). The residential Project also would not be out of character for the area which contains other single-family residential development. All vehicular traffic generated by the Project will be accommodated safely and without degrading the level of service on the adjoining streets or intersections.
4. The Project would not result in the destruction of desirable natural features, nor be visually obstructive or disharmonious with surrounding areas because the site is not located on a skyline or intermediate ridge, and the project area does not contain any significant topographical features. The proposed grading design would not result in any manufactured slopes or pad elevations that would create any significant adverse visual or compatibility impacts with adjacent lots, nor block any significant views. Steeper areas of the site that contain native habitat would be preserved within an open space easement, as identified in the Specific Plan.
5. The Project site is physically suitable for this proposed type of residential development and density of development. Approval of the Tentative Subdivision Map for the Project would not violate the requirements, goals, policies, or spirit of the General Plan or Northeast Gateway Specific Plan. The Project site is suitable for the proposed residential type of development and density as detail in the Planning Commission staff report dated January 24, 2023 and also noted in the above sections.
6. The Project would be compatible with the surrounding uses because the site is within an urban residential area developed with similar single-family residential development. The topography of the Project site allows for appropriate access and the creation of buildable pad areas without the need to export or import significant quantities of material. Adequate public utilities and services can be provided to the site. All vehicular traffic generated by the Project will be accommodated safely and without degrading the level of service on the adjoining streets or intersections. Appropriate noise attenuation would be provided for the new lots. The proposed Project also would not result in a significant impact to biological or natural resources, as mitigated to reduce potential impacts to a less than significant level.
7. The design of the subdivision and the type of improvements are not likely to cause serious public health problems. The Project's proposed street alignments, grades and widths; drainage and sanitary facilities and utilities, including alignments and grades thereof; location and size of all required easements and rights-of-way; lot configuration; traffic and emergency access; and grading; were all reviewed for compliance with relevant City policies and codes. The Project would not cause substantial environmental damage and would avoid injury to fish or wildlife, or their habitat because all identified impacts would be would be mitigated to less than a significant level.
8. The design of the Tentative Subdivision 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 and improvements will either be accommodated within the project design; be quitclaimed prior to recordation of the map; or alternate provisions provided.

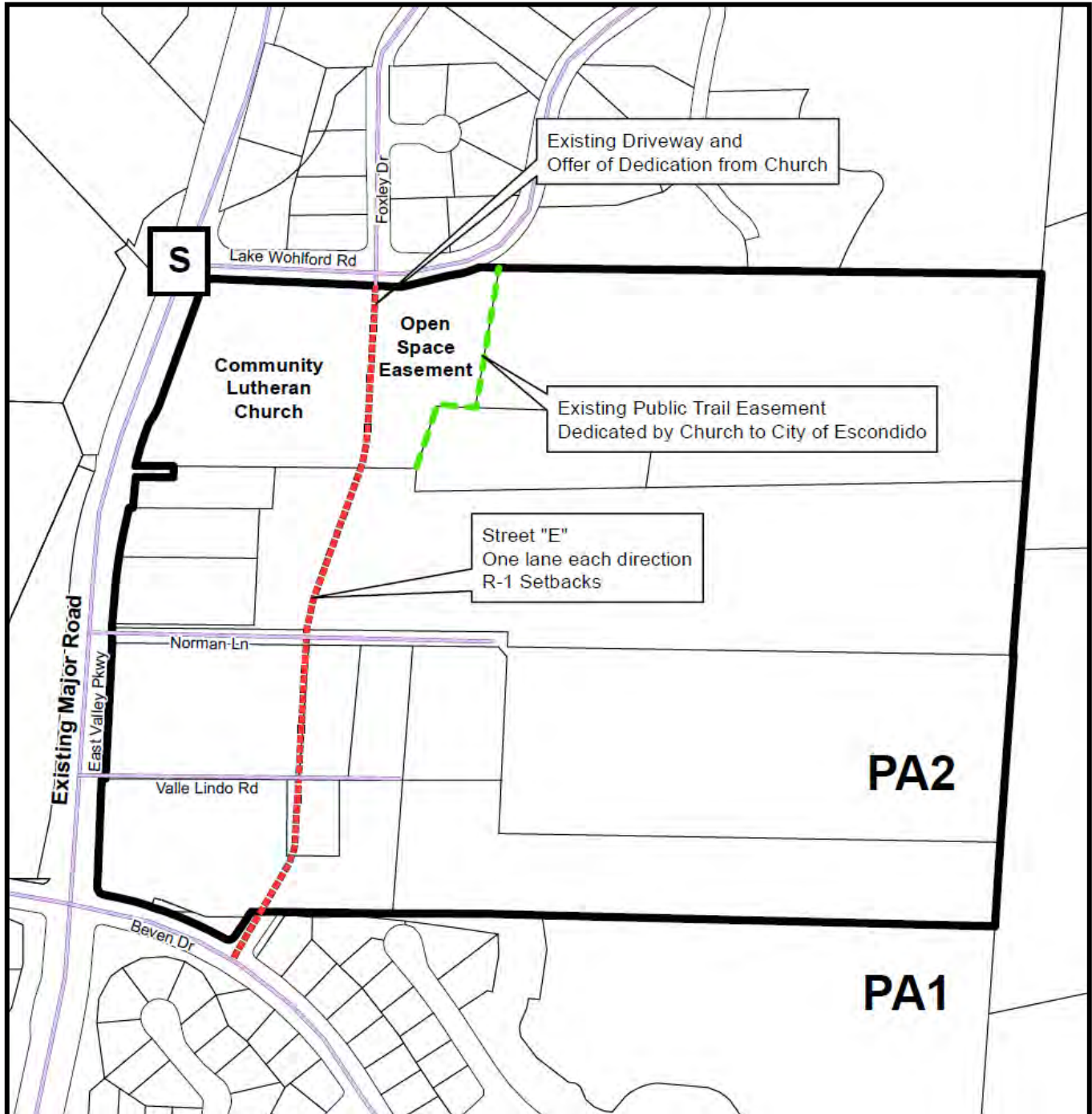
9. The design of the Tentative Subdivision Map has provided, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision. The lot sizes and the subdivision configuration provide opportunities for passive/solar heating.
10. All permits and approvals applicable to the proposed Tentative Subdivision Map pursuant to the Escondido Zoning Code (Chapter 33 Zoning) will have been obtained prior to the recordation of the map.
11. The proposed Tentative Subdivision Map will not conflict with regional or local housing goals because the proposed infill residential Project would be in conformance with General Plan Housing Goals and Policies to expand the stock of all housing; increase homeownership; plan for quality managed and sustainable growth; and encourage a compact, efficient urban form that promotes transit, supports nearby commercial establishments and takes advantage of infrastructure improvements installed to accommodate their intended intensities. The proposed Project would not diminish the Quality-of-Life Standards of the General Plan as the Project would not materially degrade the level of service on adjacent streets or public facilities, create excessive noise, and adequate on-site parking, circulation and public services would be provided to the site. The Project would comply with all development standards of the applicable zone and observe the density of the General Plan and area plans, as noted in the sections above.
12. In consideration of the above, the proposed Project meets all of the requirements of section 66474 of the California Government Code and the proposed Tentative Subdivision Map meets all of the requirements or conditions imposed by the Subdivision Map Act, the Escondido Municipal Code, and Northeast Gateway Specific Plan, as detailed in the staff reports, the Escondido General Plan, and above findings.

**Grading Exemption Determination:**

1. The project includes a request for a Grading Exemption for a proposed cut slopes up to 63 feet in height along a portion of the northeast section of the project. The slope would be designed in accordance with current building code and grading design requirements, which will ensure the stability of the surrounding slopes/topography. The cut slope is necessary to support the appropriate pad elevations for lots 41-43 and to avoid further grading into Open Space Lot "J." The overall height and location of the slope and adjacent pads would not create any adverse visual impacts or block adjacent views. The slope would be landscaped in accordance with the City's Grading Ordinance and Landscape Ordinance. The majority of the grading exempted slopes would be located within an Open Space lot and maintained by the project homeowners' association.

## EXHIBIT "E"

Proposed Amendment  
Road Alignment Street "E"  
Resolution No. 2023-02  
(Northeast Gateway Residential 64 Project)



Specific Planning Area 2 (PA2)  
Northeast Gateway

Revised Street "E" Alignment

## EXHIBIT “F”

### Proposed Amendments (Text) Development Regulations and Procedures Resolution No. 2023-02 (Northeast Gateway Residential 64 Project)

Deleted language is noted as ~~cross-out~~ and added language is **bold and underlined**. Sections and sub-sections not included below shall remain unchanged.

#### Section 3.6.4 Development Standards

##### A. Development Pattern and Building Orientation

1. At least ~~20%~~ **10%** of the residential units in any development shall be one-story. At least 33% of the two-story units shall have a one-story element that is 40% or greater of the front elevation width, as illustrated in Exhibit 3-20. The minimum depth of this element shall be 3’.
  5. **At least 20% of the** ~~F~~front yards should be designed with porches and/or patios to create livable, usable front yards that are an extension of the home and a place to socialize. French doors that open to the front porch or patio are encouraged in order to integrate the indoor and outdoor spaces.
  6. All homes shall be designed with careful attention to the placement of the garage. Garages ~~shall~~ **should** not be the predominant feature of the streetscape in any area of the Northeast Gateway. Rather than having the garage and automobile dominate the fronts of homes, the garages should be placed at a variety of locations on the lots and should include design features that de-emphasize their appearance. To minimize the linear amount of garage doors facing the street and avoid the typical three-car garage appearance, tandem and split garage layouts for the third car are encouraged. Recessed, turn-in and drive-through garage layouts are also encouraged in order to de-emphasize the appearance of the garages from the street. Garages placed in the middle, or to the rear of the lot are also encouraged. The width of driveways on lots with garages placed in the middle or rear of the lot can be reduced, allowing for larger front porches and more landscaping in the front yard. Grass mow-strips in the driveways are encouraged in order to add character and appeal. Single-car garage doors on the front elevation are encouraged in order to add texture and variety to the architecture and avoid the typical garage appearance. These design features will allow for more livable front yards and more usable front porches. Recessive colors should be used on the garages in order to de-emphasize their appearance. Garages that are placed forward on the lot with straight-in access are discouraged. **Decorative garages door shall be incorporated into the design (such as glass panels and multi-panel designs and/or raised panels/elements) and shall utilize a variety of colors to complement the homes.**
- (b) A combined minimum of 80% of the units shall have a recessed plane change of a minimum ranging from **1’ to** 3’ from the remainder of the front elevation or be side loaded.

## EXHIBIT "G"

**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

APNs: [240-011-01-00, -240-011-12-00, 240-011-13-00, 240-020-23-00, 240-020-32-00, 240-020-33-00, a portion of 240-020-21-00 and a portion of 240-020-27-00.]

### **DEVELOPMENT AGREEMENT** for **Northeast Gateway Project 64**

**between**

**City of Escondido**

**and**

**Meridian Communities, LLC**

**January**, 2023

## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("**Agreement**") is entered into by and between the City of Escondido, a California municipal corporation ("**City**"), and [Meridian Communities, LLC, A Delaware 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 [Northeast Gateway Project 64] Project, a proposed Tentative Subdivision Map for a 64-lot single-family residential development, 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 totaling approximately acres located in the County of San Diego, State of California, constituting a portion of Planning Area 2 (PA2) of Specific Planning Area #5 (the Northeast Gateway Specific Plan) identified in the Escondido General Plan, having assessor's parcel numbers (APNs) [240-011-01-00, -240-011-12-00, 240-011-13-00, 240-020-23-00, 240-020-32-00, 240-020-33-00, a portion of 240-020-21-00 and a portion of 240-020-27-00], 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; staff design review, 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 10 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 Manager, 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. Upon the filing of a Claim, 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: Andrew Firestine, Director of Development Services  
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

Meridian Communities, LLC  
Attn: Guy Asaro  
9988 Hibert Street, Suite 210  
San Diego, CA 92131

with a copy to:

[ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ]

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. In the event of a change in State or Federal Law, the City and Owner shall meet and confer in good faith to identify a remedy. The remedy chosen shall be of the minimum scope, effect and duration necessary to accommodate the changed State of Federal law, and shall apply only to the Property and Project.

### 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 set forth in PL22-0145, PL22-0146, PL22-0417 and PL23-0032, 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. Any development moratorium, City of otherwise, that affect the Project automatically extends the term of the Agreement.

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 General Fees in the amounts in effect at the time Owner submits payment of such fees unless otherwise explicitly provided in this Agreement. Development Impact Fees shall remain at the amount in effect at the Effective Date of this Agreement for a period of five years. After the expiration of five years after the Effective Date, Development Impact Fees shall be paid in the amounts in effect at the time Owner submits payment of such fees. The payment of Development Impact 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.

14. **Density Transfer.** The City has 167 units of potential density within the Specific Plan Area from ownership of two parcels totaling approximately 148 acres. The General Plan and Specific Plan have established that the density derived from the acreage held by the City may be transferred to other parcels within the Specific Plan Area, at the discretion of the City Council and in return for public benefit. Consistent with the General Plan and Specific Plan, the City will transfer 20 units of density to Owner for Public Benefit outlined in this Agreement. This density

transfer will not cause the total density within the Specific Plan Area to exceed the total allowable density under the Specific Plan Area or General Plan. Owner shall be entitled to use this transferred density to develop the Project consistent with the Entitlements, Future Entitlements and this Agreement.

15. Payment of Transfer Fee: Per City agreed to appraisal, Owner to pay per unit fee of \$77,400 per transferred unit, to be paid in time of Final Map, for a total of 20 Units. Total payment of \$1,548,000 to the City of Escondido to be made prior to Final Map recordation.

## 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. Owner shall construct the Public Improvements within any applicable timeframes set forth in the conditions of approval for the entitlements of all Public Improvements and construction and provision of all Public Benefits. This contingency for occupancy shall survive the termination of this Agreement. In consideration of the Owner constructing the Improvements, the City will transfer 20 units of density to Owner, as set forth in Article III, section 14 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 Development Services 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: \_\_\_\_\_  
Dane White  
Its: Mayor

**Meridian Communities, LLC**  
a [A Delaware 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: \_\_\_\_\_  
M. Dare DeLano, 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**

That certain real property in the County of San Diego, State of California, described as follows:

*REAL PROPERTY IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:*

*TRACT 1: (APN: 240-020-32-00 (PARCEL 1) AND 240-020-33-00 (PARCEL 2))*

*PARCELS 1 AND 2 OF PARCEL MAP NO. 21821, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY ON DECEMBER 9, 2020, AS FILE NO. 2020-7000412.*

*TRACT 2: (APN: 240-020-23-00)*

*PARCEL 1 IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON PAGE 10815 OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 18, 1980, AS FILE NO. 80-426264.*

*TRACT 3:*

*PARCEL 1: (APN: 240-011-01-00)*

*THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:*

*COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6 AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73°36' EAST 235.62 FEET; MORE OR LESS TO THE NORTHEASTERLY CORNER OF THE LAND OF JAMES B. DIXON AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940 AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND SOUTH 3°46'52" WEST, 187.23 FEET; THENCE SOUTH 89°25'20" EAST 800.65 FEET; THENCE SOUTH 17°32'10" WEST 27.00 FEET; THENCE SOUTH 89°19'20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 3°47'05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899 IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG SAID NORTHERLY LINE OF WOHLFORD'S LAND NORTH 89°17'30" WEST 1315.67 FEET (RECORD WEST 1320 FEET) TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER NORTH 3°45' EAST 15.64 FEET, MORE OR LESS TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899 IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89°44'30" WEST 1085.33 FEET MORE OR LESS (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND BEING ALSO THE TRUE POINT OF BEGINNING; THENCE RETRACING SAID NORTHERLY LINE SOUTH 89°44'30" EAST 382.77 FEET; THENCE NORTH 4°08' EAST PARALLEL WITH THE CENTER LINE OF THE COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET; THENCE NORTH 89°44'30" WEST 382.77 FEET MORE OR LESS TO A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO LOUIS BERGER ET UX, RECORDED APRIL 14, 1955 IN BOOK 5604, PAGE 285 OF OFFICIAL RECORDS; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 194.20 FEET TO THE TRUE POINT OF BEGINNING.*

*EXCEPTING THEREFROM THE SOUTHERLY 10 FEET THEREOF.*

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD PURPOSES OVER THE SOUTHERLY 10 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6 AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73°36' EAST 235.62 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF THE LAND OF JAMES B. DIXON AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940 AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND SOUTH 3°46'52" WEST 187.23 FEET; THENCE SOUTH 89°25'20" EAST 800.65 FEET; THENCE SOUTH 17°32'10" WEST 27.00 FEET; THENCE SOUTH 89°19'20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 3°47'05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899 IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG SAID NORTHERLY LINE OF WOHLFORD'S LAND NORTH 89°17'30" WEST 1315.67 FEET (RECORD WEST 1320 FEET) TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER NORTH 3°45' EAST 15.64 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89°44'30" WEST 1085.33 FEET MORE OR LESS (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND BEING ALSO THE TRUE POINT OF BEGINNING; THENCE RETRACING SAID NORTHERLY LINE SOUTH 89°44'30" EAST 382.77 FEET; THENCE NORTH 4°08' EAST PARALLEL WITH THE CENTER LINE OF THE COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET; THENCE NORTH 89°44'30" WEST 382.77 FEET MORE OR LESS TO A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO LOUIS BERGER, ET UX, RECORDED APRIL 14, 1955 IN BOOK 5604, PAGE 285 OF OFFICIAL RECORDS; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 194.20 FEET TO THE TRUE POINT OF BEGINNING.

TRACT 4:

PARCEL ONE: (APN: 240-011-13-00)

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12, SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 6 AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071 RECORDED AUGUST 30, 1940, AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73° 36' 00" EAST 235.62 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF LAND OF JAMES B. DIXON AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940 AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND AND SOUTH 03° 46' 52" WEST 187.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 25' 20" EAST 800.65 FEET; THENCE SOUTH 17° 32' 10" WEST 27.00 FEET; THENCE SOUTH 89° 19' 20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6; THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 03° 47' 05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF WOHLFORD'S LAND, NORTH 89° 17' 30" WEST 1315.67 FEET (RECORD WEST 1320.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 03° 45' 00" EAST 15.64 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89° 17' 30" WEST 1085.33 (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND; THENCE NORTH 386.50 FEET, MORE OR LESS, TO A POINT WHICH IS NORTH 30.00 FEET FROM THE NORTHERLY LINE OF THE LAND CONVEYED TO W.L. RAMEY AND A. W. WOHLFORD BY DEED RECORDED APRIL 8, 1893 IN BOOK 212 PAGE 235 OF DEEDS, BEING ALSO A POINT IN THE EASTERLY LINE OF SAID JAMES B. DIXON LAND DESCRIBED ABOVE; THENCE ALONG SAID EASTERLY LINE OF DIXON'S LAND, NORTH 03° 46' 52" EAST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LAND DISTANT THEREON SOUTH 89° 44' 30" EAST 382.77 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 04° 08' 00" EAST PARALLEL WITH THE CENTER LINE OF COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE RETRACING THE LAST DESCRIBED LINE SOUTH 04° 08' 00" WEST TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND 10.00 FEET NORTHERLY OF MEASURED AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID LAND HEREINABOVE DESCRIBED; THENCE ALONG SAID PARALLEL LINE NORTH 89° 44' 30" WEST 382.77 FEET TO THE WESTERLY LINE OF SAID LAND; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO A LINE THAT BEARS NORTH 89° 44' 30" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 44' 30" EAST 382.77 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THE NORTHERLY 109.00 FEET OF ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LAND; THENCE SOUTH 89°25'20" EAST 400.00 FEET MORE OR LESS, TO A POINT IN A LINE WHICH IS PARALLEL WITH AND EASTERLY 370.00 FEET FROM THE EASTERLY LINE OF THE COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION 1; THENCE SOUTH 03° 46' 52" WEST ALONG SAID PARALLEL LINE 327.00 FEET; THENCE NORTH 89° 25' 20" WEST 400.00 FEET, MORE OR LESS, TO A POINT IN A LINE BEARS SOUTH 03° 46' 52" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 03° 46' 52" EAST 327.00 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM THAT PORTION LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF THE FIRST HEREINABOVE DESCRIBED LAND DISTANT THEREON SOUTH 89° 44' 30" EAST, 382.77 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE PARALLEL WITH THE CENTER LINE OF SAID ROUTE 19, DIVISION 1, NORTH 04° 08' 00" EAST, 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 04° 08' 00" EAST TO THE SOUTHERLY LINE OF THE NORTHERLY 109.00 FEET OF THE FIRST ABOVE DESCRIBED LAND.

ALSO EXCEPTING THAT PORTION OF LOT 4 IN SAID SECTION 6, LYING SOUTHERLY OF THE LINE SET OUT IN THAT CERTAIN JUDGMENT QUIETING TITLE RECORDED JUNE 8, 1964 AS DOCUMENT NO. 102872 OF OFFICIAL RECORDS.

PARCEL TWO: (APN: 240-011-12-00)

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 6, AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071 RECORDED AUGUST 30, 1940, AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73°36'00" EAST 235.62 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF LAND OF JAMES B. DIXON, AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940, AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND SOUTH 03° 46' 52" WEST 187.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 25' 20" EAST 800.65 FEET; THENCE SOUTH 17°32' 10" WEST 27.00 FEET; THENCE SOUTH 89° 19' 20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6; THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 03° 47' 05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF WOHLFORD'S LAND NORTH 89° 17' 30" WEST 1315.67 FEET (RECORD WEST 1320.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 03° 45' 00" EAST 15.64 FEET, MORE OR LESS TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89°17'30" WEST, 1085.33 (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND; THENCE NORTH 386.50 FEET, MORE OR LESS, TO A POINT WHICH IS NORTH 30.00 FEET FROM THE NORTHERLY LINE OF THE LAND CONVEYED TO W.L. RAMEY AND A. W. WOHLFORD BY DEED RECORDED APRIL 8, 1893 IN BOOK 212, PAGE 235 OF DEEDS, BEING ALSO A POINT IN THE EASTERLY LINE OF SAID JAMES B. DIXON LAND DESCRIBED ABOVE; THENCE ALONG SAID EASTERLY LINE OF DIXON'S LAND NORTH 03° 46' 52" EAST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF THE FIRST HEREINABOVE DESCRIBED LAND DISTANT THEREON SOUTH 89° 44' 30" EAST, 382.77 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE PARALLEL WITH THE CENTER LINE OF SAID ROUTE 19, DIVISION 1, NORTH 04° 08' 00" EAST, 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 04° 08' 00" EAST TO THE NORTHERLY LINE THEREOF.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LAND DISTANT THEREON SOUTH 89° 44'30" EAST 382.77 FEET; THENCE NORTH 04° 08' 00" WEST PARALLEL WITH THE CENTER LINE OF COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE RETRACING THE LAST DESCRIBED LINE SOUTH 04° 08' 00" WEST 194.20 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID LAND HEREINABOVE DESCRIBED; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°44'30" WEST 382.77 FEET TO THE WESTERLY LINE OF SAID LAND; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO A LINE THAT BEARS NORTH 89° 44' 30" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 44' 30" EAST 332.77 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF IF ANY WHICH LIES WESTERLY OF THE EASTERLY LINE OF THE LAND OF JAMES B. DIXON, AS DESCRIBED IN THE DECREE HAD IN THE SUPERIOR COURT IN SAN DIEGO COUNTY (CASE NO. 96071) ON OCTOBER 2, 1940, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM PARCELS 1 AND 3, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SHOWN AT PAGE 6048 OF PARCEL MAPS FILED IN OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 16, 1977.

SAID LAND IS ALSO SHOWN AS PARCEL 2 OF COUNTY OF SAN DIEGO MAP 12478, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP THEREOF NO. 6048, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JUNE 16, 1977.

TRACT 6: (APN: PORTION OF 240-020-27-00)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER NORTH 3° 47' 05" EAST 1395.59 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO FRANCES M. BEVEN RYAN AND LEWIS C. RYAN, WIFE AND HUSBAND, RECORDED MARCH 2, 1953 AS DOCUMENT NO. 28282 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND NORTH 89° 02' 52" WEST 1313.84 FEET RECORD WEST TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 458.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 58.46 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY LINE OF THE LAND DESCRIBED IN DEED TO W.L. RAMEY, DATED MARCH 31, 1899 AND RECORDED IN BOOK 278, PAGE 247 OF DEEDS, RECORDS OF SAID COUNTY, SAID SOUTHERLY LINE BEING ALSO SET OUT IN THAT CERTAIN JUDGMENT QUIETING TITLE, A COPY OF WHICH WAS FILED FOR RECORD ON JUNE 8, 1964 AS DOCUMENT NO. 102872 OF OFFICIAL RECORDS; THENCE TO AND ALONG SAID SOUTHERLY BOUNDARY AND THE WESTERLY PROLONGATION THEREOF SOUTH 89° 59' 40" WEST 1086.72 FEET TO THE CENTER LINE OF ESCONDIDO AND BEAR VALLEY ROAD; THENCE ALONG SAID CENTER LINE SOUTH 3° 51' 10" WEST 20.04 FEET TO A LINE DRAWN PARALLEL WITH AND 20 FEET SOUTHERLY OF THE PROLONGATION OF SAID SOUTHERLY BOUNDARY LINE OF RAMEY LAND; THENCE ALONG SAID PARALLEL LINE NORTH 89° 59' 40" EAST 1051.06 FEET TO A LINE WHICH BEARS NORTH 40° 52' 50" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 40° 52' 50" EAST 50.70 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THAT PORTION THEREOF, IF ANY, LYING WESTERLY OF THE EASTERLY LINE OF THE LAND ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE NORTHERLY 109.00 FEET OF ALL THAT PORTION THEREOF.

TRACT 5: (APN: 240-020-21-00)

ALL THOSE PORTIONS OF LOTS FOUR (4) AND FIVE (5) (THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, RESPECTIVELY) AND THE EAST HALF OF SAID SOUTHWEST QUARTER, OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, S.B.M., IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT FOUR (4) WITH THE CENTER LINE OF THE COUNTY ROAD LEADING FROM ESCONDIDO TO BEAR VALLEY, AS SAID ROAD IS SHOWN ON LICENSED SURVEYOR'S MAP NO. 39 FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JUNE 22, 1893; THENCE NORTH 3° 23' EAST ALONG THE CENTER LINE OF SAID ROAD, 120 FEET; THENCE EAST 1105 FEET TO A POINT ON THE EAST LINE OF SAID LOT FOUR (4), DISTANT THEREON 120 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE EASTERLY 1320 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 DISTANT THEREON 120 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTHERLY 199 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE NORTH 79 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID NORTH 79 FEET, A DISTANCE OF 1320 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WESTERLY ALONG THE NORTH 79 FEET OF LOT 5 A DISTANCE OF 1105 FEET, MORE OR LESS, TO THE CENTER LINE OF THE AFORESAID ESCONDIDO BEAR VALLEY ROAD; THENCE NORTHERLY ALONG SAID COUNTRY ROAD, 79 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 4 IN SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, S.B.M. SAID POINT BEING THE EASTERLY TERMINUS OF THE DIVISION LINE BETWEEN THE LANDS OF A. W. WOHLFORD AND S.D. HEADINGTON, AS ESTABLISHED BY MUTUAL AGREEMENT BETWEEN SAID PARTIES DATED SEPTEMBER 8, 1900 AND RECORDED NOVEMBER 21, 1901 IN BOOK 309 AND 369 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE NORTH 3° 35' EAST ALONG SAID EASTERLY LINE OF LOT 4 A DISTANCE OF 162.5 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN THE DEED TO A. W. WOHLFORD DATED AUGUST 28, 1899 AND RECORDED FEBRUARY 27, 1900 IN BOOK 285, PAGE 461 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LAND 1105 FEET; THENCE SOUTH 3° 35' WEST 162.5 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED DIVISION LINE; THENCE EASTERLY ALONG SAID DIVISION LINE 1105 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF IF ANY WHICH LIES WESTERLY OF THE EASTERLY LINE OF THE LAND OF JAMES B. DIXON, AS DESCRIBED IN THE DECREE HAD IN THE SUPERIOR COURT IN SAN DIEGO COUNTY (CASE NO. 96071) ON OCTOBER 2, 1940, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS OF SAID COUNTY.

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 4, SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, S.B.M. WHICH IS THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN THE DEED TO W. L. RAMEY AND A. W. WOHLFORD DATED APRIL 7, 1893 AND RECORDED APRIL 8, 1893 IN BOOK 212, PAGE 235 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, SAID POINT BEING DESCRIBED IN SAID DEED AS 1318 FEET EAST AND 1573 FEET NORTH 3° 35' EAST OF THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 3° 35' EAST ALONG SAID EASTERLY LINE OF LOT 4 A DISTANCE OF 356.5 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN THE DEED TO W. L. RAMEY DATED MARCH 31, 1899 AND RECORDED IN BOOK 278, PAGE 247 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LAND CONVEYED TO RAMEY 1104.5 FEET; THENCE SOUTH 3° 35' WEST 356.5 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID LAND DESCRIBED IN THE AFORESAID DEED TO W. L. WOHLFORD THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF IF ANY WHICH LIES WESTERLY OF THE EASTERLY LINE OF THE LAND OF JAMES B. DIXON, AS DESCRIBED IN THE DECREE HAD IN THE SUPERIOR COURT IN SAN DIEGO COUNTY (CASE NO. 96071) ON OCTOBER 2, 1940, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM PARCELS 1 AND 3, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SHOWN AT PAGE 6048 OF PARCEL MAPS FILED IN OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 16, 1977.

SAID LAND IS ALSO SHOWN AS PARCEL 2 OF COUNTY OF SAN DIEGO MAP 12478, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP THEREOF NO. 6048, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JUNE 16, 1977.



TRACT 6: (APN: PORTION OF 240-020-27-00)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER NORTH 3° 47' 05" EAST 1395.59 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO FRANCES M. BEVEN RYAN AND LEWIS C. RYAN, WIFE AND HUSBAND, RECORDED MARCH 2, 1953 AS DOCUMENT NO. 28282 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND NORTH 89° 02' 52" WEST 1313.84 FEET RECORD WEST TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 458.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 58.46 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY LINE OF THE LAND DESCRIBED IN DEED TO W.L. RAMEY, DATED MARCH 31, 1899 AND RECORDED IN BOOK 278, PAGE 247 OF DEEDS, RECORDS OF SAID COUNTY, SAID SOUTHERLY LINE BEING ALSO SET OUT IN THAT CERTAIN JUDGMENT QUIETING TITLE, A COPY OF WHICH WAS FILED FOR RECORD ON JUNE 8, 1964 AS DOCUMENT NO. 102872 OF OFFICIAL RECORDS; THENCE TO AND ALONG SAID SOUTHERLY BOUNDARY AND THE WESTERLY PROLONGATION THEREOF SOUTH 89° 59' 40" WEST 1086.72 FEET TO THE CENTER LINE OF ESCONDIDO AND BEAR VALLEY ROAD; THENCE ALONG SAID CENTER LINE SOUTH 3° 51' 10" WEST 20.04 FEET TO A LINE DRAWN PARALLEL WITH AND 20 FEET SOUTHERLY OF THE PROLONGATION OF SAID SOUTHERLY BOUNDARY LINE OF RAMEY LAND; THENCE ALONG SAID PARALLEL LINE NORTH 89° 59' 40" EAST 1051.06 FEET TO A LINE WHICH BEARS NORTH 40° 52' 50" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 40° 52' 50" EAST 50.70 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THAT PORTION THEREOF, IF ANY, LYING WESTERLY OF THE EASTERLY LINE OF THE LAND ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 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 Development Services, 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 Development Services, 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. OPEN SPACE PRESERVATION.** Preserving approximately 10.95 acres of open space, together with related plant and animal habitat and steeper hillsides.

**C. STREET "E".** Installation of full Street "E" improvements from Lake Wohlford Road on the north to Bevin Drive on the south, as identified in the Northeast Gateway Specific Plan.

**D. DRAINAGE IMPROVEMENTS.** Providing for drainage improvements that benefit Planning Area 2 (PA2).

**E. FISCAL BENEFIT.** Payment of \$1,548,000 to the City for the transfer of 20 units of density from the City's Northeast Gateway allocation.

### **EXHIBIT C**

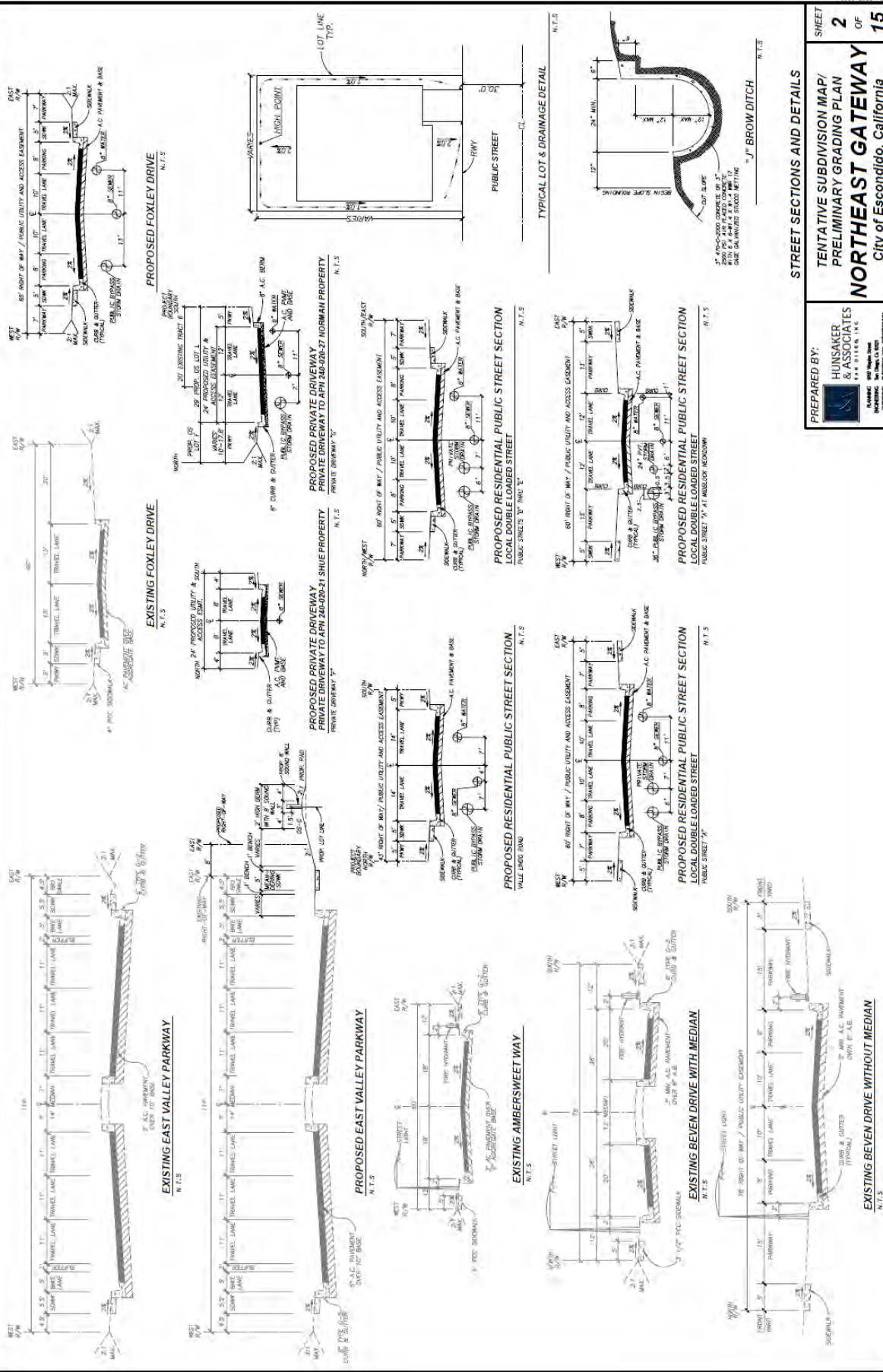
Fee Guide for Development Projects is available at the following link:

<https://www.escondido.org/Data/Sites/1/media/Building-Division/2022FeeGuideUpdateSeptember2022.pdf>

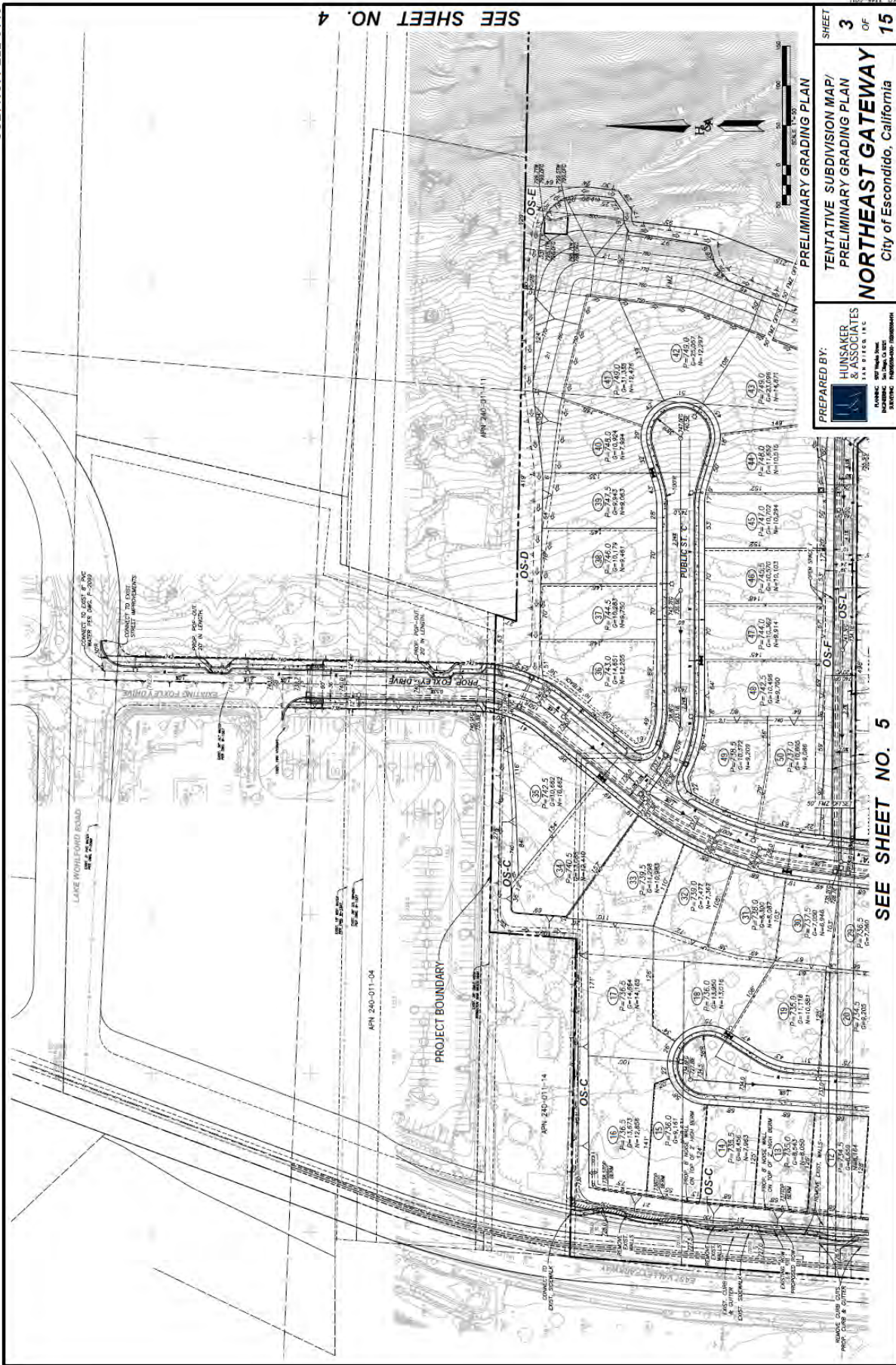
DRAFT











PREPARED BY:  
**HUNSAKER & ASSOCIATES**  
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 SUITE 200  
 ESCONDIDO, CA 92025  
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 WWW.HUNSAKER.COM

PRELIMINARY GRADING PLAN  
 TENTATIVE SUBDIVISION MAP/  
 PRELIMINARY GRADING PLAN  
**NORTHEAST GATEWAY**  
 City of Escondido, California

SHEET  
**3**  
 OF  
**15**





SEE SHEET NO. 3

APN 240-020-27

APN 240-020-27

APN 240-020-26

PREPARED BY:  
**HUNSAKER & ASSOCIATES**  
PLANNING ENGINEERING  
SURVEYING PHOTOGRAPHIC INTERPRETATION

PRELIMINARY GRADING PLAN  
TENTATIVE SUBDIVISION MAP/  
PRELIMINARY GRADING PLAN  
**NORTHEAST GATEWAY**  
City of Escondido, California

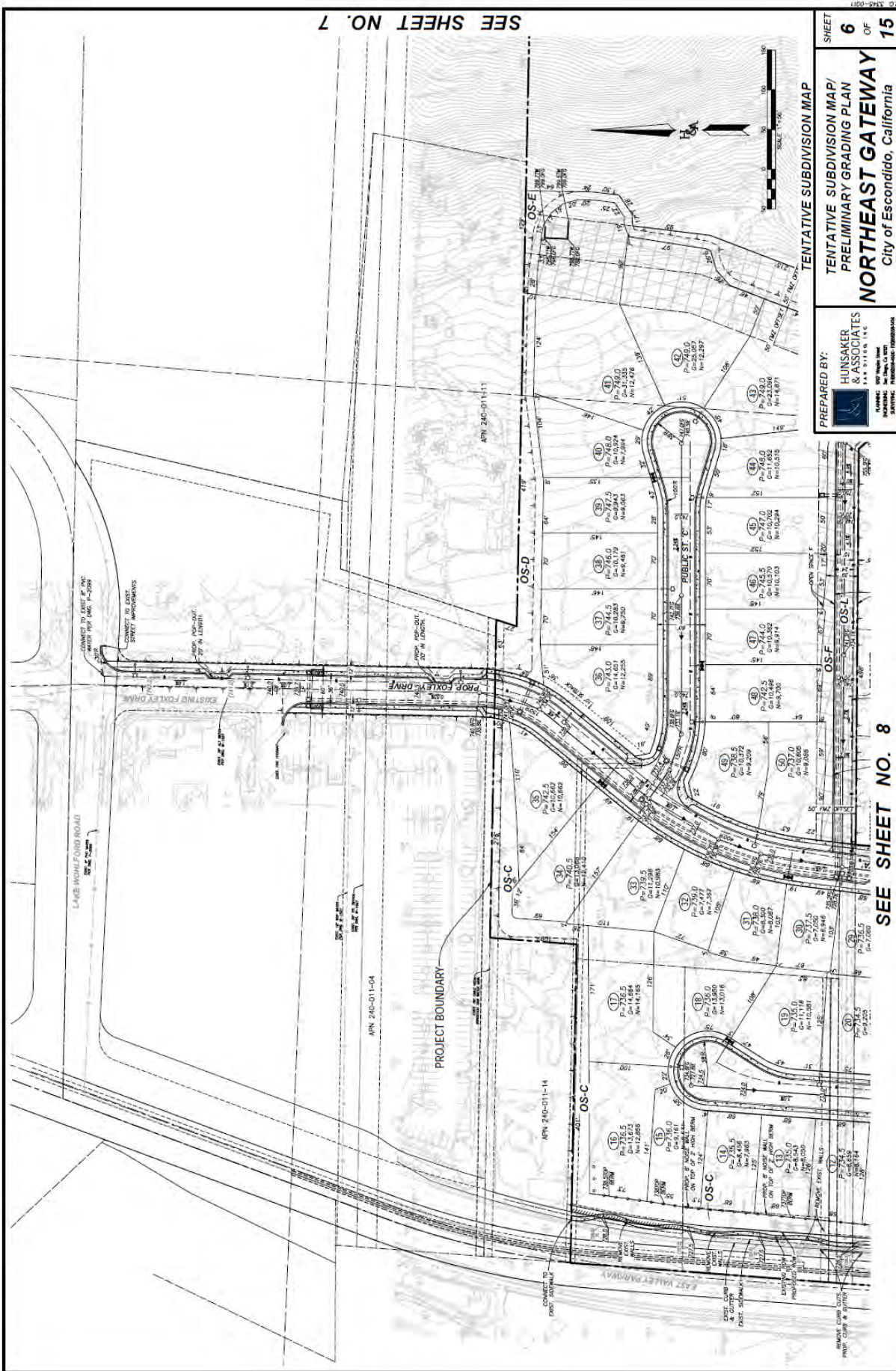
SHEET **4** OF **15**

SEE SHEET NO. 5

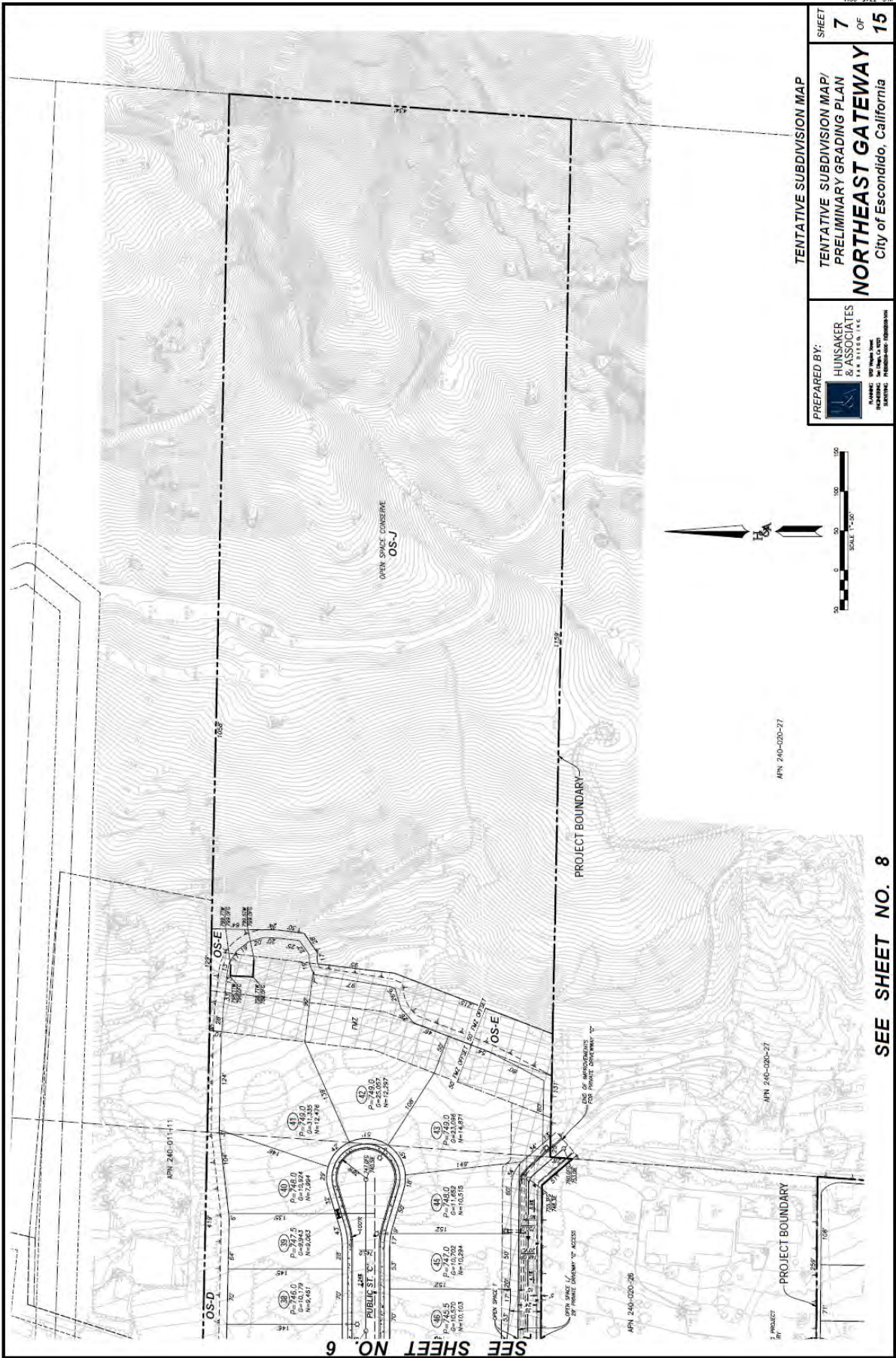












TENTATIVE SUBDIVISION MAP  
TENTATIVE SUBDIVISION MAP/  
PRELIMINARY GRADING PLAN  
**NORTHEAST GATEWAY**  
City of Escondido, California

PREPARED BY:  
**HUNSAKER  
& ASSOCIATES**  
A PROFESSIONAL ENGINEERING FIRM  
INCORPORATED IN THE STATE OF CALIFORNIA  
SINCE 1952  
SPECIALTY: PROFESSIONAL ENGINEERING

SHEET  
**7**  
OF  
**15**







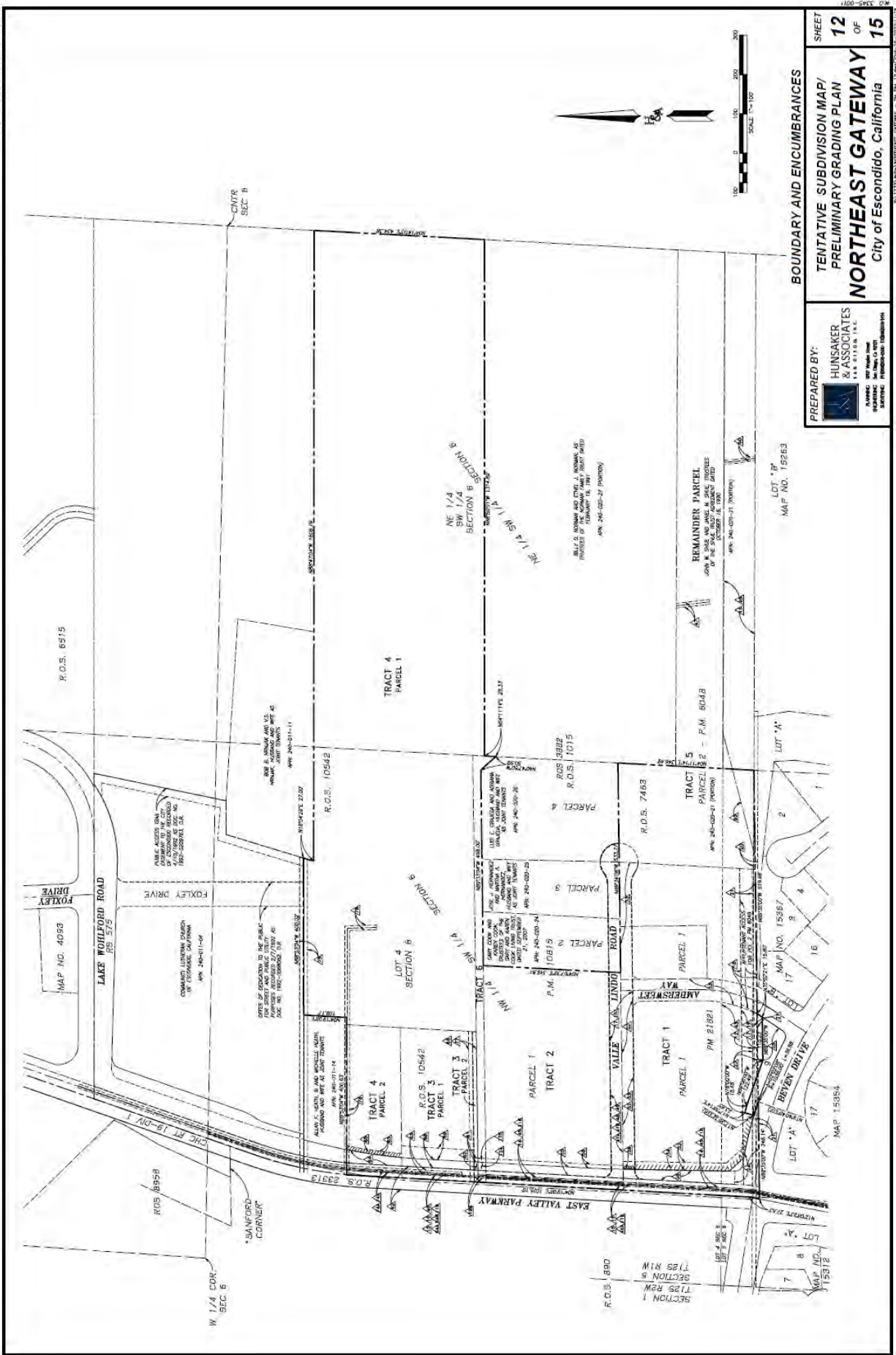




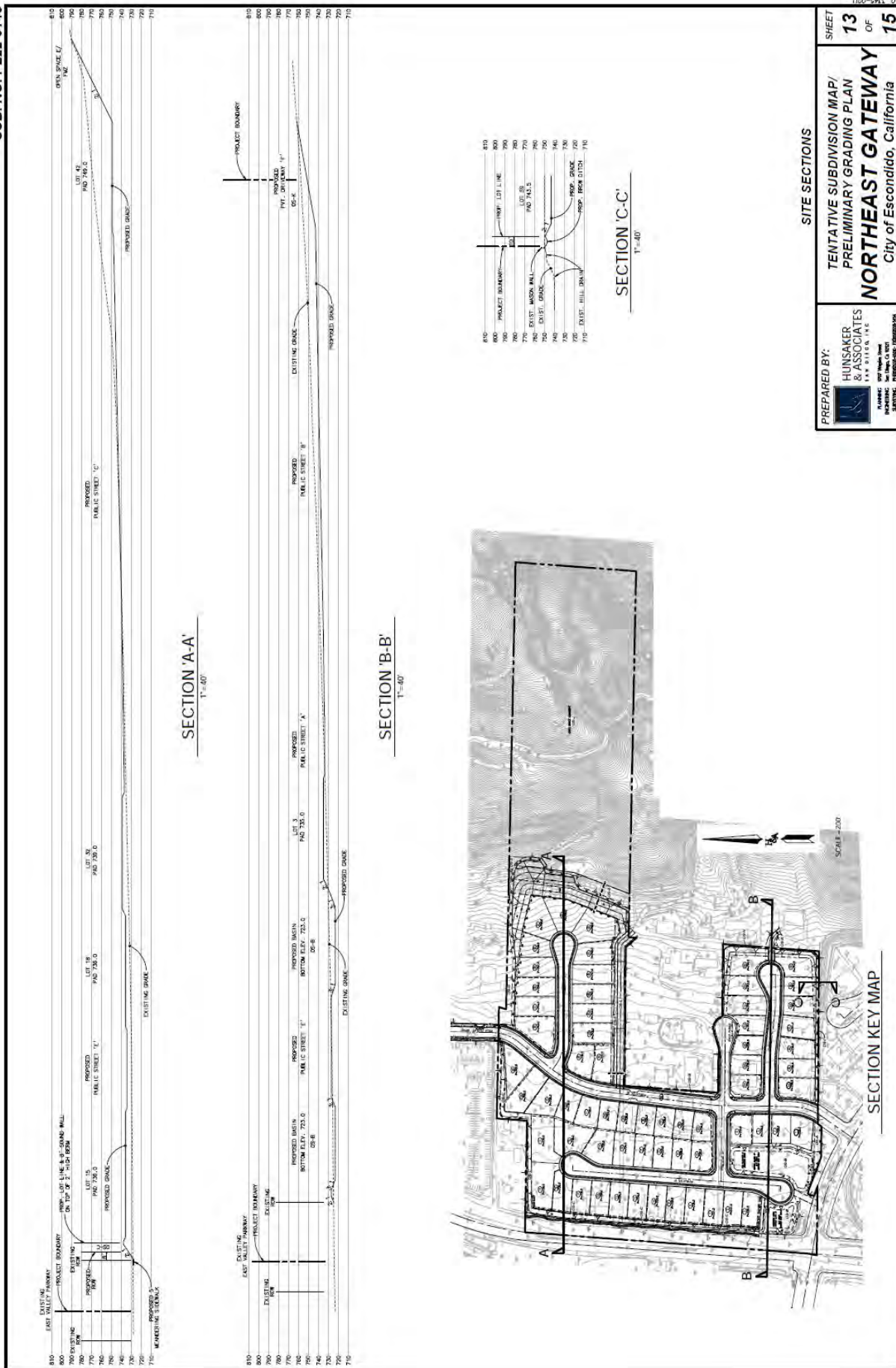


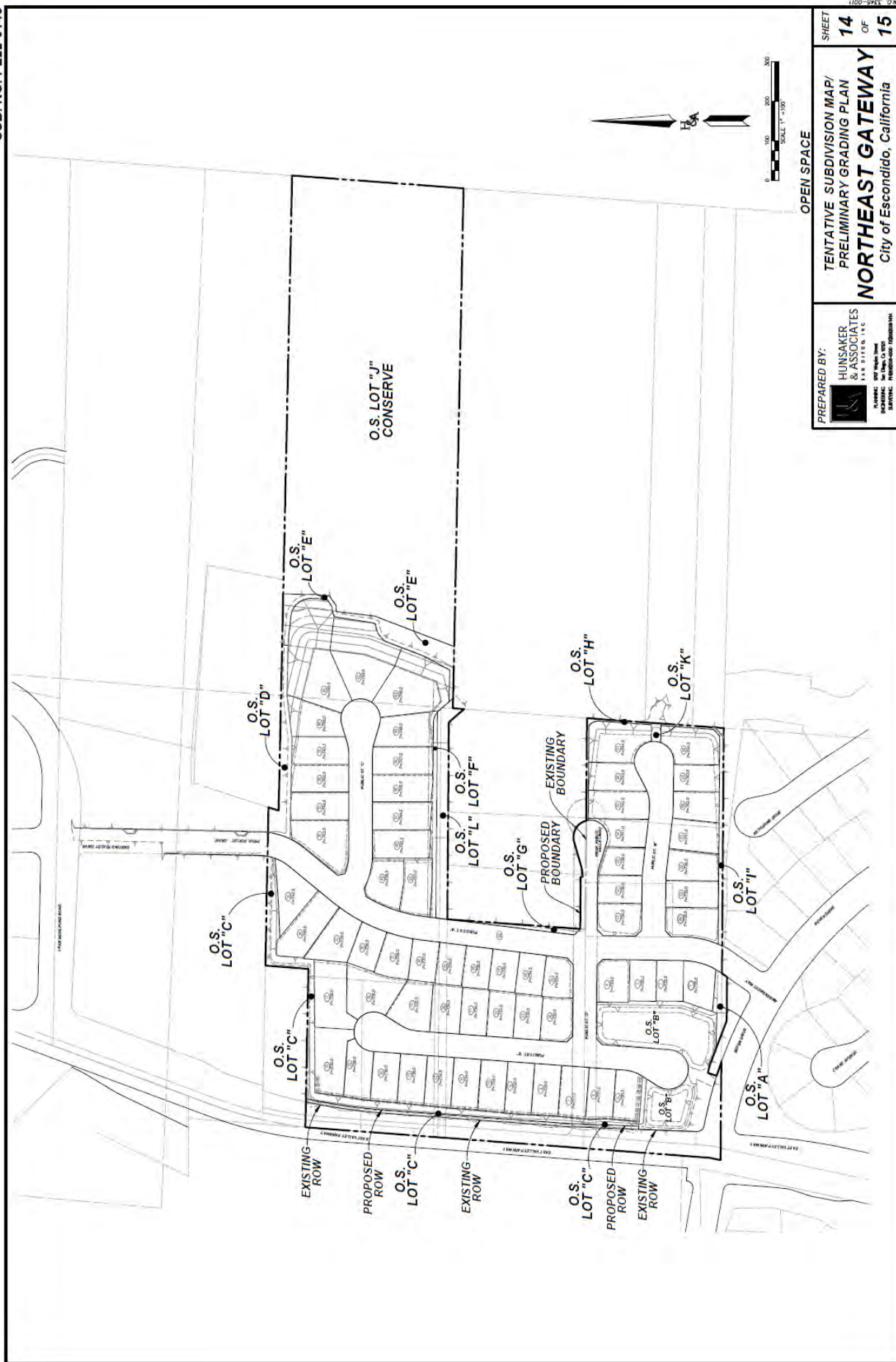











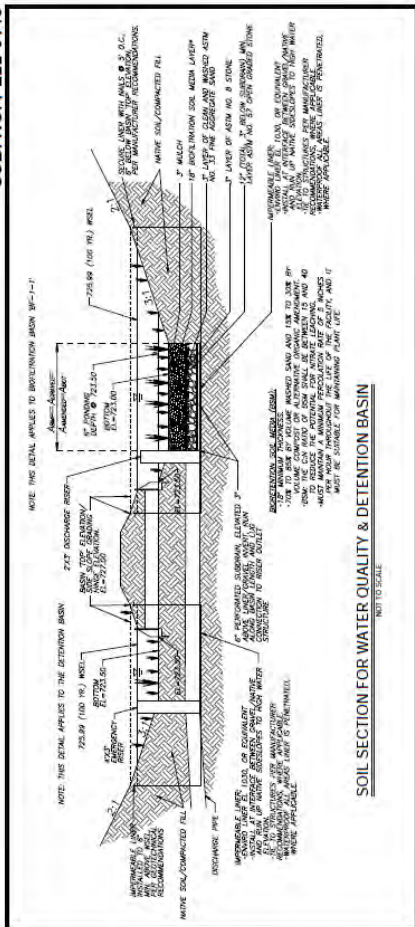
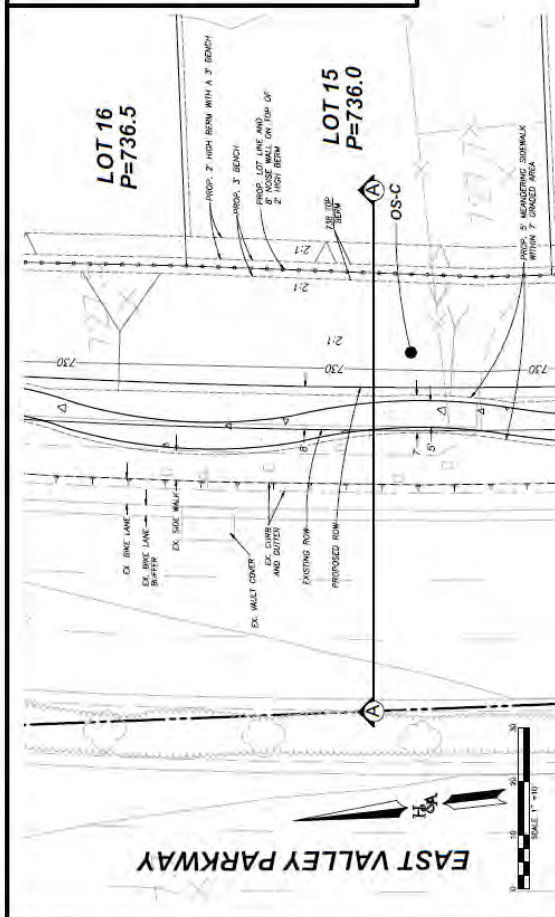


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OPEN SPACE

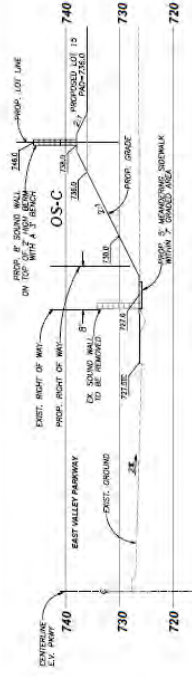
TENTATIVE SUBDIVISION MAP /  
 PRELIMINARY GRADING PLAN  
**NORTHEAST GATEWAY**  
 City of Escondido, California

SHEET **14** OF **15**

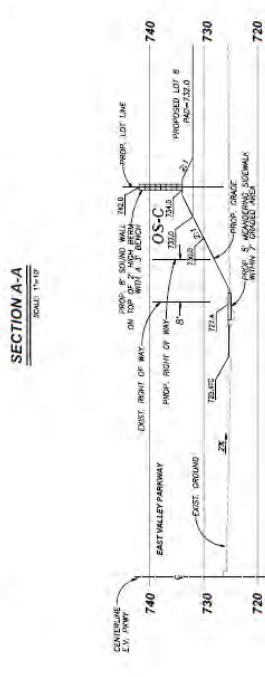
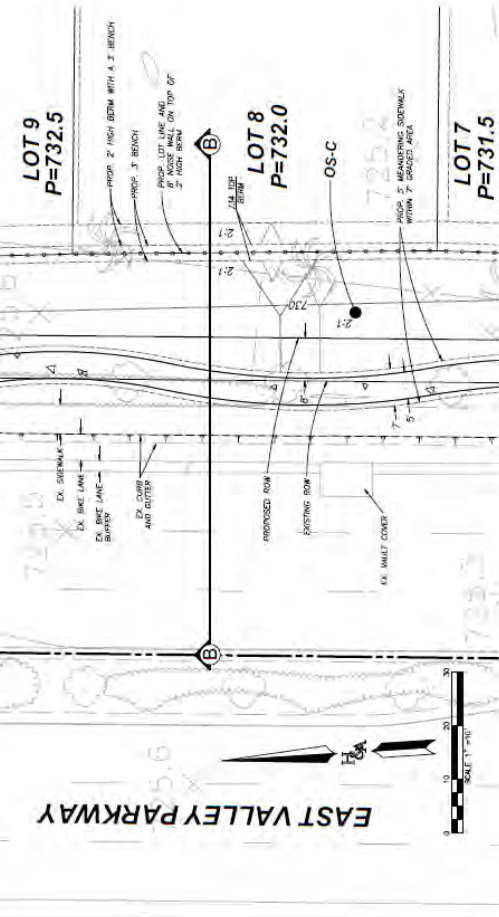


SOIL SECTION FOR WATER QUALITY & DETENTION BASIN

NOT TO SCALE



SECTION A-A



SECTION B-B

SECTIONS 'A-A' & 'B-B' AND BASIN DETAIL

PREPARED BY:  
HUNSAKER  
& ASSOCIATES  
A VARIOUS INC.  
A VARIOUS INC.  
A VARIOUS INC.  
A VARIOUS INC.

TENTATIVE SUBDIVISION MAP/  
PRELIMINARY GRADING PLAN  
**NORTHEAST GATEWAY**  
City of Escondido, California

SHEET  
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OF  
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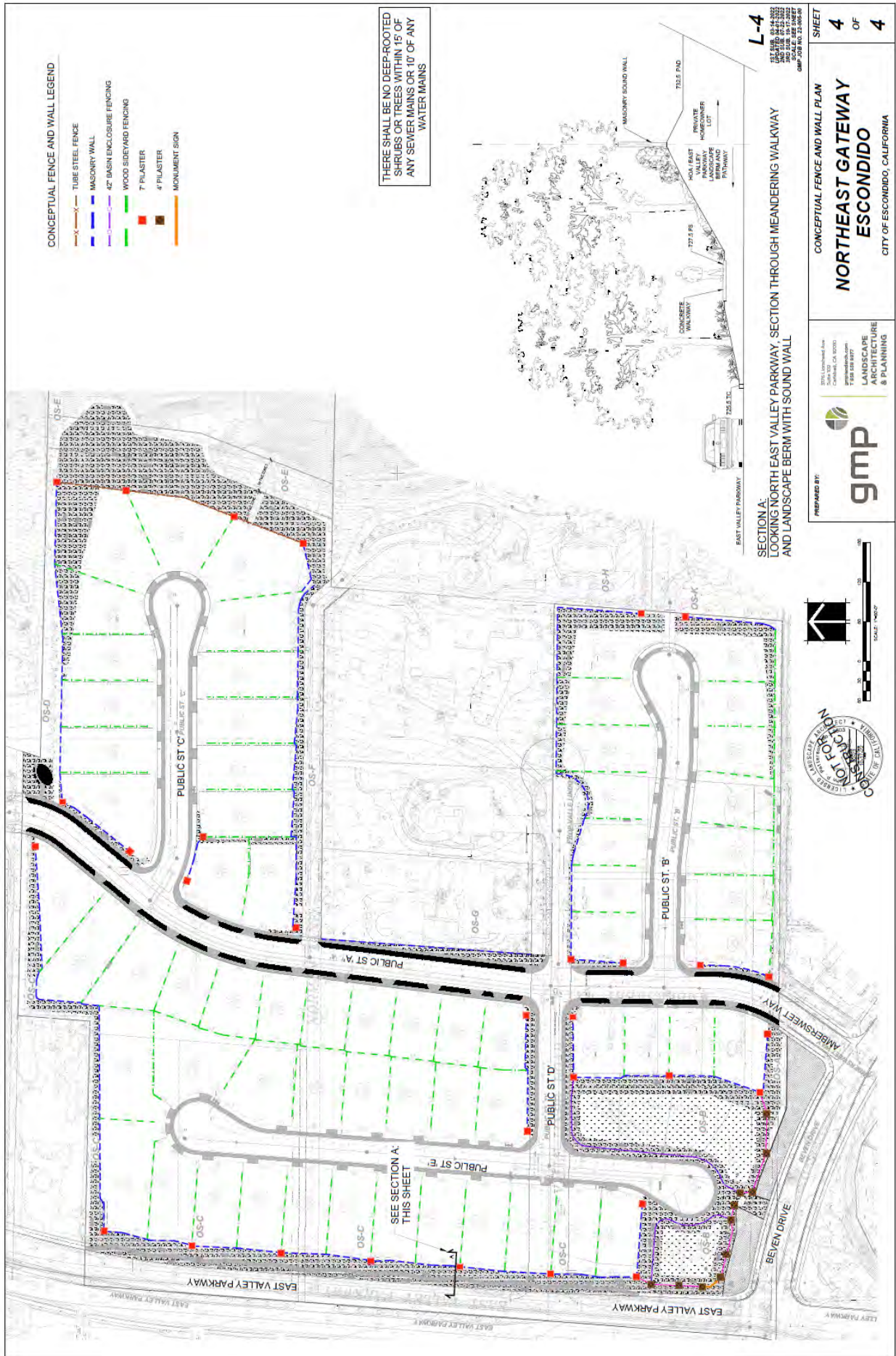












## EXHIBIT “I”

### CONDITIONS OF APPROVAL

Planning Case Numbers: PL22-0145, PL22-0146, PL22-0147 and PL23-0032

This Project is conditionally approved as set forth on the application received by the City of Escondido on **March 23, 2022**, and the Project drawings consisting of Civil Plans/Grading, Sections, Site Plans, Floor Plans, Architectural Elevations, Landscape Plans and Colored Elevations; all designated as recommended for approval on **January 24, 2023**, and shall not be altered without express authorization by the Development Services 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 36 months from the effective date of City Council approval of the Tentative Map, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code, or additional time granted pursuant to a development agreement.
3. **Certification.** The Director of Development Services, 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 Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. This includes modifications to any Grading Exemptions for the slopes 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. Community Facility District or Funding Mechanism.** In accordance with the General Plan, the Developer shall fund all on-going operational costs of providing municipal services required for the Project, the amount of such funding shall be in accordance with City Ordinance 2020-10, unless another amount is approved by the City Council at the time of Project approval. Such funding shall occur through either an agreement to form or annex into Services CFD 2020-1 or the establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). Projects that elect to annex into the Services CFD shall submit consent forms prior to the first permit issuance if they have not done so already. The provisions of the Public Services Funding Agreement shall specify any terms and limitations necessary to implement the CFD or other funding mechanism to offset the impacts to public services associated with the project. The City Manager, or City Manager's designee, shall be authorized to approve and execute the Public Services Funding Agreement, and the Public Services Funding Agreement shall be finalized prior to the City's issuance of any permit for the Project.
- 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. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two (2) working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increases after the date of this approval, the Applicant shall be responsible for the increase.
- 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 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.

### **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 or by the terms of a Development Agreement.

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, unless modified by this Project Planned Development.

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 Services 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, consistent with the environmental review/Addendum.

**16. Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

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

1. Parking for each lot shall be subject to the on-site parking requirements of Article 39 for single-family residential development. Garages shall be maintained to provide parking for two cars and storage or other use of the garage space shall not impede the use of the garages for parking of vehicles.
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; storm water facilities, any landscaping in the public right-of-way including the parkway landscaping adjacent to East Valley Parkway, Bevin Road, and internal Street "E," and other common area lots 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 concept plans detailed in the Planning Commission staff report and associated Resolution exhibits.
  - a. A final landscape and irrigation plan shall be submitted to the Engineering Services 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, to the satisfaction of the Director of Development Services.

- 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 Development Services.

**E. Specific Planning Division Conditions:**

- 1. Setbacks along Street "E" shall be subject to R-1 zoning code standards for front (min. 20' to garage, 15' to residence) and street side (10' minimum) setbacks for any structures/fencing. Front-facing garages require a min. 20' setback.
- 2. The Project shall be managed by a professional management company. A self-managed Home Owners Association ("HOA") shall not be allowed. This prohibition against a self-managed HOA must be reflected in the Project Covenants, Conditions, and Restrictions ("CC&Rs").
- 3. The storm water basin and any fencing associated with the basin shall be maintained by the Project HOA. The basin and landscaping shall be design to be a visual amenity for the Project with an appropriate mix of shrubs, ground cover and grasses. If fencing is provide to restrict access to the basin, the fencing shall be an open decorative design (e.g., tubular steel, split rail or other type of decorative fencing). The height of any fencing associated with the basin shall not exceed 42 inches in height unless it maintains minimum R-1 setback requirements and or as shown on the concept landscape plan, and shall not limit sight distance at intersections and driveways.
- 3. The future homes shall be subject to Staff Design Review and associated Design Review application/fees.
- 4. The design of the future homes shall be in substantial conformance with the architectural styles, materials and design guidelines detailed in the Northeast Gateway Specific Plan (as amended by this Project), to include enhanced rear elevations of highly visible units, varying roof treatment, as determined by the Director of Development Services.
- 5. Any fencing proposed on individual lots shall be generally located at the top of slope to the satisfaction of the Planning Division to ensure that no views will be unreasonably obstructed. Fence materials shall comply with plans described in the Specific Plan.
- 6. No street names are part of this approval. A separate request shall be submitted as part of the Final Map review.

7. The proposed open space Lot “J” and other relevant open space lots shall not preclude the future use of Rural Trail “R6” identified in the Northeast Gateway Open Space Plan. Appropriate notes shall be included in the final map and CC&Rs to identify this proposed trail.
8. Prior to the issuance of a building permit, the applicant shall prepare exterior-to-interior noise report completed by a qualified acoustical consultant for the proposed residential units. The report shall also assume a “windows-closed” condition with vehicles traveling along the adjacent roadways in accordance with the identified speed limit. The report would determine the predicted interior noise levels for the units. If predicted noise levels are found to be in excess of 45 CNEL, the report would identify architectural materials or techniques to be included in project design plans to reduce noise levels to 45 CNEL.
9. Noise walls in excess of eight feet in height, where required, shall be constructed with berms such that exposed wall heights shall be no greater than eight feet and the remainder of the height achieved within a landscaped berm. (FEIR Mitigation Measure and Project Design Feature).
10. Roof planes, front setbacks and orientation for new homes on lots adjacent to public circulation roads (East Valley Parkway) and parkland shall be varied so as to avoid creating a uniform appearance from the street or public parkland. (FEIR Mitigation Measure).
11. Prior to the onset of construction, the project proponent shall coordinate with the City of Escondido to implement a traffic/safety control plan designed to avoid or reduce short-term construction-related delays associated with proposed sewer and circulation improvements to area streets, both on- and off-site. The plan shall be approved by the City Engineer and shall address the preservation of access to and from adjacent properties as well as traffic control and safety. (FEIR Mitigation Measure)
12. The applicant shall comply with all terms and conditions detailed in the Development Agreement.
13. The development shall incorporate the Project Design Features and Regulatory Compliance Measures listed in Table 2 of the Addendum to the FEIR.
14. The applicant shall comply with the respective Northeast Gateway Specific Plan Grading, Landscape, and Design Guidelines to ensure that significant visual impacts are reduced to the extent feasible. The SPA mitigation requirements for architectural and site design, housing density and arrangement, housing types, facade textures, lighting, fencing, circulation and comprehensive grading and landscaping plans shall be applied (Mitigation Measure from FEIR).
15. Phasing Plan – Prior to the recordation of the Final Map, the Developer shall submit and obtain City approval of a Public Improvement Phasing Plan to identify the construction phasing of the public improvements within the project. Building permits may not be obtained for any unit if the improvement necessary to serve the units as shown on the approved Phasing Plan have not been completed, to the satisfaction of the Director of Development Services.
16. **MM-BIO-1** Mitigation for direct impacts to coastal sage scrub habitat is required per the mitigation ratios outlined in the MHCP (SANDAG 2003). The mitigation ratio for impacts to coastal sage scrub located outside of an FPA is 1:1, resulting in a project mitigation requirement of 0.59

acre. Mitigation involving preservation of in-kind habitat must be located within an FPA. For the project, mitigation for impacts to coastal sage scrub would occur through the preservation of the 1.78 acres of coastal sage scrub habitat located within the on-site FPA with a conservation easement or other conservation mechanism.

Prior to clearing activities or recordation of a final map, the Developer shall submit a conservation easement to the City and Agencies for review and approval. Subject to concurrence with the City and Agencies, the Developer may initiate construction activities and record the final map prior to approval of the conservation easement by putting in place a deed restriction (i.e., Restrictive Covenant or Notice of Conditions or similar restrictive document) on the proposed open space lot to identify the lot as permanent open space and not subject to construction activities. The form and language of the deed restriction shall be approved by the City of Escondido and the California Department of Fish and Wildlife. Prior to the issuance of the first building permit, the final conservation easement shall be recorded and the deed restriction removed from the title.

Prior to Final Map, the applicant shall place all natural open space in a dedicated conservation easement with an irrevocable offer of dedication to the City of Escondido. The conserved lands shall be managed by an entity experienced in natural lands management. The wildlife agencies will be designed as third-party beneficiaries. The habitat manager shall provide assurances that management and monitoring of the open space occurs in perpetuity.

- 17. MM-BIO-2a** Per the City Municipal Code Section 33-1068.C (2)(a), any mature tree that will be removed will be replaced at a 1:1 ratio and any protected tree that will be removed will be replaced at a 2:1 ratio. The preferred replacement is a tree(s) of equal size and caliper, per Section 33-1069 (b)(4). The minimum mitigation planting requirements for the removal of 119 mature trees (1:1 replacement ratio) and 64 protected trees (2:1 replacement ratio) is 247 trees. This number of trees can either be incorporated into the post development landscape and/or mitigated by a contribution to an in-lieu fee to the City of Escondido (Dudek 2022).
- 18. MM-BIO-2b** Tree protection measures shall be incorporated into the project design as outlined in Appendix E of the Northeast Gateway Project Tree Inventory and Arborist Report (Dudek 2022). These measures include tree protection measures prior to construction (fencing/signage pre-construction meeting), protection and maintenance measures during construction (avoidance, equipment operations/storage, storage and disposal of supplies and materials, moving of construction materials, grade changes, trenching, irrigation, canopy pruning, periodic washing of foliage, and inspection by ISA Certified Arborist), and maintenance measures after construction (mulch application, pruning, watering, spraying and monitoring).
- 19. MM-BIO-3a** Prior to issuance of grading permits, the following shall be identified on the grading plan: A qualified biologist shall determine if any active avian nests occur on or in the immediate vicinity of the project site if construction is set to commence or continue into the breeding season of raptors, coastal California gnatcatcher, southern rufous-crowned sparrow, and/or general avian species covered under the Migratory Bird Treaty Act (January 1 to September 1). If active nests of any of these sensitive bird species, raptors, or other general avian species are found, the appropriate buffer setback for the particular species nesting (200 feet for general avian species

and 500 feet for special status species and raptors) shall be established and the area within this buffer setback shall not be disturbed until after September 1 or until the nest becomes inactive.

If project construction cannot avoid the breeding season of January 1 through September 1, a qualified biologist shall survey potential nesting vegetation (e.g., trees, shrubs, open areas) within the project site for nesting birds prior to commencing any project activity. Surveys shall be conducted at the appropriate time of day, no more than seven days prior to vegetation removal or disturbance. Documentation of surveys and findings shall be submitted to the City for review and concurrence prior to conducting any project activities. If no nesting birds are observed and concurrence was received, project activities may begin. If an active bird nest is located, the nest site shall be demarcated a minimum of 200 feet (500 feet for special status species and raptors) in all directions on-site, and this area shall not be disturbed until after September 1 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work shall occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.

- 20. MM-BIO-3b** Lighting for the project where adjacent to the FPA shall be shielded and/or directed away from the FPA open space area. Understanding that some species rely on darkness for shelter, feeding patterns, migrating, the areas adjacent to the FPA would be especially sensitive to light exposure in order to retain native characteristics. Placement and use of lighting associated with the project shall be designed to be shielded and directed downward to minimize light pollution of adjacent FPA lands and accommodate the habits of nocturnal species that prefer to move and forage in darkness.
- 21. MM-BIO-3c** Per the MHCP and City's Draft Subarea Plan, new residential development located adjacent to an FPA must incorporate Zone 1 areas on the development pad and brush management zone 2 areas outside the limits of the FPA (SANDAG 2003; City of Escondido 2001).
- 22. MM-BIO-3d** No invasive non-native plant species shall be introduced into areas adjacent to the FPA. The planting palette depicted on the landscape plans for the slopes and landscaped areas adjacent to the FPA shall not include any invasive or non-native plant species.
- 23. MM-BIO-3e** All new developed areas adjacent to the FPA must not drain directly into the FPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials and other elements that might degrade or harm the natural environment or ecosystem processes within the FPA. This can be accomplished using a variety of methods including natural detention basins, grass swales, or mechanical trapping devices. These systems should be maintained regularly to ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and adding chemical-neutralizing compounds (e.g., clay compounds) when necessary and appropriate.
- 24. MM-BIO-3f** New development adjacent to the FPA is required to provide appropriate barriers (e.g., non-invasive vegetation, rocks/boulders, fences, walls, and/or signage) along the FPA boundaries to direct any public access to appropriate locations and reduce domestic animal predation.



- 25.** No temporary storage or stockpiling of construction materials will be allowed within dedicated natural open space/conservation areas, and all staging areas for equipment and materials will be located as far from open space as possible. Staging areas and construction sites will be kept free of trash, refuse and other waste. (FEIR Mitigation Measure)
- 26.** Prior to commencement of clearing or grading activities, a biological monitor will flag the boundaries of the natural open space/conservation area and staking will be installed to prevent construction-related disturbance from occurring outside the limits of the impact area. An approved biological monitor will conduct a pre-construction meeting with the construction crew prior to ground-disturbing activities to inform members of the crew importance and sensitivity of the open space and sensitive species. The biological monitor will approve the flagging and staking prior to clearing and will be present during the clearing and grubbing of the vegetation. (FEIR Mitigation Measure)
- 27.** Temporary fencing will be installed in all locations where construction activities will be minimized by the inclusion of permanent fences along the backyards of residential lots adjacent to natural open space. No gates allowing access to natural open space from backyards will be allowed and fencing will prevent domestic pets from entering open space to the maximum extent practicable. Barriers along the preserve boundary will direct public access to appropriate entrance locations. (Mitigation Measure from FEIR)
- 28.** During grading and construction adjacent to dedicated open space, a biological monitor will monitor adjacent habitat for excessive accumulation of dust and other disturbances such as erosion. Erosion control devices will be monitoring during rain events to ensure that topsoil, dirt and other materials are not washing into open space or causing erosion in on-site drainages. If significant amounts of dust are observed to be impacting the open space, corrective measures, such as spraying with water to control dust, will be implemented. (Mitigation Measure from FEIR)
- 29.** Temporary fencing will be installed in locations where construction activities are within 100 feet of open space. The fencing installation will occur within the impact and will not impact vegetation within open space. All fencing will remain in place until the completion of clearing, grading and construction activities. (Mitigation Measure from FEIR)
- 30.** Permanent fencing shall be included along the backyards of residential lots adjacent to open space. No gates allowing access to open space from the backyards will be allowed and fencing will prevent domestic pets from entering open space to the maximum extent practicable. Barriers along the preserve boundary will direct public access to appropriate entrance locations. (Mitigation Measure from FEIR)
- 31.** The limits of brush management zones adjacent to dedicated natural open space/preserve area will be permanently marked to minimize encroachment of brush removal or alteration in the open space. Brush management limits will be enforced in the Covenants, Codes and Restrictions (CC&Rs) for the Project. (Mitigation Measure from FEIR)
- 32.** Exotic plant species that cannot be used in any landscaped areas within the project site include those species on Lists A and B of the California Exotic Pest Plant Council's List of Exotic Pest Plants of Greatest Ecological Concern in California as of October 1999. This list includes species such as pepper trees, pampas grass, fountain grass, ice plant, myoporum, black locust,

capeweed, tree of heaven, periwinkle, sweet alyssum, English ivy, Scotch broom, and Spanish broom. (Mitigation Measure from FEIR)

**33. MM-CR-1.** Prior to the issuance of a grading permit, the Applicant shall enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a Pre-Excavation Agreement) with a tribe that is traditionally and culturally affiliated with the Project Location ("TCA Tribe"). The purposes of the agreement are (1) to provide the Applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between the Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the Project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground-disturbing activities. The agreement shall incorporate, at a minimum, the performance criteria and standards, protocols, and procedures set forth in mitigation measures MM-CR-2 through MM-CR-10, and the following information:

- Parties entering into the agreement and contact information.
- Responsibilities of the Property Owner or their representative, archaeological monitors, and tribal monitors.
- Project grading and development scheduling, including determination of authority to adjust in the event of unexpected discovery, and terms of compensation for the monitors, including overtime and weekend rates, in addition to mileage reimbursement.
- Requirements in the event of unanticipated discoveries, which shall address grading and grubbing requirements including controlled grading and controlled vegetation removal in areas of cultural sensitivity, analysis of identified cultural materials, and on-site storage of cultural materials.
- Treatment of identified Native American cultural materials.
- Treatment of Native American human remains and associated grave goods.
- Confidentiality of cultural information including location and data.
- Negotiation of disagreements should they arise.
- Regulations that apply to cultural resources that have been identified or may be identified during project construction.

**34. MM-CR-2.** Prior to issuance of a grading permit, the Applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe have been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the Project archaeologist that confirms the selected Native American monitor is associated with a TCA Tribe. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.

**35. MM-CR-3.** The qualified archaeologist and a Native American monitor shall attend all applicable pre-construction meetings with the General Contractor and/or associated subcontractors to explain and coordinate the requirements of the monitoring program.

- 36. MM-CR-4.** During the initial grubbing, site grading, excavation or disturbance of the ground surface (including both on- and off-site improvement areas), the qualified archaeologist and the Native American monitor shall be present full-time. If the full-time monitoring reveals that the topsoil throughout the Project impact area (both on and off-site) has been previously removed during the development of the roads and buildings within the Project area, then a decrease of monitoring to part-time monitoring or the termination of monitoring can be implemented, as deemed appropriate by the qualified archaeologist in consultation with the Native American monitor. The frequency of subsequent monitoring shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring considering these factors. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits (i.e., soil conditions are comprised solely of fill or granitic bedrock).
- 37. MM-CR-5.** In the event that previously unidentified tribal cultural resources are discovered, all work must halt within a 100-foot radius of the discovery. The qualified archaeologist and the Native American monitor shall evaluate the significance of the find and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The qualified archaeologist and Native American Monitor shall consider the criteria identified by California Public Resources Code sections 21083.2(g) and 21074, and CEQA Guidelines sections 15064 and 15064.5(c) in determining the significance of a discovered resource. If the professional archaeologist and Native American monitor determine that the find does not represent a culturally significant resource, work may resume immediately, and no agency notifications are required. Isolates and clearly non-significant deposits shall be documented in the field and collected and monitored grading can immediately proceed. All unearthened archaeological resources or tribal cultural resources shall be collected, temporarily stored in a secure location, and repatriated for later reburial on the project site, pursuant to the terms of the Pre-Excavation Agreement.
- 38. MM-CR-6.** If the qualified archaeologist and Native American monitor determine that the find does represent a potentially significant tribal cultural resource, considering the criteria identified by California Public Resources Code sections 21083.2(g) and 21074, and CEQA Guidelines sections 15064 and 15064.5(c), the archaeologist shall immediately notify the City of said discovery. The qualified archaeologist, in consultation with the City, the consulting TCA Tribe(s), and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe(s) and be submitted to the City for review and approval. If the find is determined to be a Tribal Cultural Resource under CEQA, as defined in California Public Resources Code Section 21074(a) through (c), appropriate treatment measures will be implemented. Work may not resume within the no-work radius until the City, through consultation as set forth herein, determines either that: 1) the discovery does not constitute a Tribal Cultural Resource under CEQA, as defined in California Public Resources Code Section 21074(a) through (c); or 2) the approved treatment and disposition measures have been completed.
- 39. MM-CR-7.** All sacred sites, significant tribal cultural resources, and unique archaeological resources encountered within the Project area shall be avoided and preserved as the preferred

mitigation. The avoidance and preservation of the significant tribal cultural resource or unique archaeological resource must first be considered and evaluated in consultation with the TCA Tribe(s) as required by CEQA and in compliance with all relevant mitigation measures for the Project. If any significant tribal cultural resource or unique archaeological resource has been discovered and such avoidance or preservation measure has been deemed to be infeasible by the City's Director of Community Development (after a recommendation is provided by the qualified archaeologist, in consultation with the TCA Tribe(s), making a determination of infeasibility that takes into account the factors listed in California Public Resources Code sections 21061.1, 21081(a)(3), and CEQA Guidelines section 15091, and in accordance with all relevant mitigation measures for the Project), then culturally appropriate treatment of those resources, including but not limited to funding an ethnographic or ethnohistoric study of the resource(s), and/or developing a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. No artifact sampling for analysis is allowed, unless requested and approved by the consulting TCA Tribe(s). Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.

**40. MM-CR-8.** As specified by California Health and Safety Code section 7050.5, if human remains are found on the Project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to a temporary off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the NAHC, which then will designate a Native American Most Likely Descendant (MLD) for the project (California Public Resources Code § 5097.98) for proper treatment and disposition in accordance with California Public Resources Code section 5097.98. The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the City does not agree with the recommendations of the MLD, the NAHC can mediate (California Public Resources Code § 5097.94). If no agreement is reached, the remains shall be kept in situ, or reburied in a secure location in close proximity to where they were found and where they will not be further disturbed (California Public Resources Code § 5097.98). Work may not resume within the no work radius until the lead agency, through consultation as appropriate, determines that the treatment measures have been completed to their satisfaction. The analysis of the remains shall only occur on site in the presence of the MLD, unless the forensic anthropologist and the MLD agree to remove the remains to an off-site location for examination.

**41. MM-CR-9.** If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during any cataloging of those resources. Moreover, if

the qualified archaeologist does not collect the cultural resources that are unearthed during the ground-disturbing activities, the Native American monitor may, at their discretion, collect said resources for later reburial on the Project site or storage at a local curation facility. Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe for reburial on the Project site. Should the TCA Tribe(s) decline the collection, the collection shall be curated at the San Diego Archaeological Center. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor, to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center.

- 42. MM-CR-10.** Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, that describes the results, analysis, and conclusions of the archaeological monitoring program and any data recovery program on the Project site, shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources. A copy of the final report will be submitted to the South Coastal Information Center after approval by the City.
- 43. MM-CR-11.** Preservation of Milling Feature 5. Prior to the start of grading, the milling feature will be flagged off to protect it until relocation of the outcrop is scheduled. During construction monitoring by a Native American monitor and archaeologist, the area surrounding the feature will be excavated in a slow and controlled way in order to preserve as many milling elements as possible and to expose the entire outcrop. The outcrop will be relocated to a location within the project area where the outcrop can be preserved in perpetuity. The location will be agreed upon by the City and the Rincon Band in consultation with the applicant. All efforts should be made to preserve the outcrop as one piece. If the boulder is too large to move in one piece, a concerted effort shall be made to preserve as many milling elements as possible.
- 44.** As a condition of project approval, the project developer shall ensure that all future property owners and residents within the mapped dam inundation area receive written notice to this effect. (Mitigation Measure from FEIR)
- 45.** As a condition of project approval, the project developer shall provide written notice to each future homeowner/resident of an approved evacuation route to be utilized in the unlikely event of a dam failure. (Mitigation Measure from FEIR)
- 46.** Prior to any approval for development within the Northeast Gateway SPA, including the proposed Eureka Ranch TM site, the City of Escondido shall provide assurance that the structural integrity of the Lake Wohlford Dam meets the standards established by the Division of Safety of Dams (DOSD). (Mitigation Measure from FEIR)
- 47.** Prior to any grading or disturbance of areas previous supporting agricultural activities, the project proponent shall properly dispose of all construction debris noted in the Phase 1 ESA. The ground surface shall be inspected following remove of trash to verify that hazardous substances in the trash pile(s) have not impacted soil. Documentation shall be provided by the City of Escondido verifying the inspection results and any additional soil testing for potential contamination (e.g., pesticides). (Mitigation Measure from FEIR)

48. Prior to any grading or disturbance of the site, the contents of all 55-gallon unmarked drums, located in the southwest corner of the fertilizer barn should be verified to confirm that chemicals or hazardous waste are not contained within. Upon verification, the containers shall be removed and properly dispose of. Documentation shall be provided to the City of Escondido verifying proper removal and disposal. (Mitigation Measure from FEIR)
49. Prior to any grading or disturbance of the site, the project proponent shall submit documentation to the City of Escondido showing that the contents of all above ground storage tanks (ASTs) and smudge pots have been emptied of gasoline and diesel #2 and that fuel properly disposed of and ASTs cleaned. Following removal of all ASTs and smudge pots, documentation shall also be provided to show that impacted soil has been properly excavated and disposed of at an offsite treatment, storage, and disposal facility by a licensed contractor and that confirmation soils samples have been taken to verify removal of all impacted soils to the extent practicable. (Mitigation Measure from FEIR)
50. To avoid or reduce exposure to organochlorine pesticide compounds from exposure through inhalation, ingestion and dermal contact, preventative measures shall be employed to control fugitive dust, vapors, erosion and any off-site migration of pesticide contaminated soil. Contamination is most likely to occur during grading, trenching, drilling or other construction activities for the purpose of site development. Effective dust control is usually the most important measure used to reduce public exposure to these types of contaminants. Any activity generating dust emission should immediately be stopped if excessive off-site migration of dust is detected. (Mitigation Measure from FEIR).
51. The Tentative Map submitted for certification shall demonstrate conformance with the Specific Plan minimum lot size and lot width requirements.

**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. Prior to recordation of the Final Map, 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 storm drain improvements, and Grading/Private Improvement plans prepared by Civil Engineer, required for all

grading, private storm drain infrastructure, 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 and submitted digitally with the second plan check of the Grading Plans.

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 with a maximum of \$50,000.00 unless a higher amount is deemed necessary by the City Engineer. 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 Warranty (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. The developer shall be responsible for acquiring all adequate off-site land, easements or rights-of-way in order to construct required improvements.
6. No Building Permits except for approved Model homes 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.
7. 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.
8. 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.
9. The Developer's engineer shall submit to the Planning Division a copy of the Tentative Subdivision Map as presented to the Planning Commission and the City Council. The Tentative Subdivision Map will be signed by the Planning Division verifying that it is an accurate reproduction of the approved Tentative Subdivision Map and must be included in the first submittal for plan check to the Engineering Department.
10. The project shall satisfy the City Engineer that all existing easements that are necessary to be vacated and any interest from other property owners, agency's or utility companies has been abandoned prior to the approval of the Final Map

11. The project shall grant any and all easements required to ensure all the existing parcels within and adjacent to the subdivision have legal and adequate access that meets City of Escondido standards to a dedicated public street.
12. The project shall provide continuous, paved and safe access to all existing property owners during all phases of the project subject to approval from the Fire 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, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets within and adjoining the project boundary:

<b><u>STREET</u></b>	<b><u>CLASSIFICATION</u></b>
East Valley Parkway	Prime Arterial (106'/126')
Ambersweet Way	Residential Street (36'/60')
Beven Drive	Residential Street (36'/76')
Foxly Drive	Residential Street (36'/60')
Public Streets A – E	Residential Street (36'/60')
Valle Lindo Drive	Residential Street (28'/43')

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. All on-site failing sections of asphalt driveway and concrete gutter must be repaired and/or replaced to the satisfaction of the City Engineer.
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 and parking areas shall be public. Typical sections and design details shall be to the satisfaction of the City Engineer and Director of Development Services. The public street improvements shall include, but not be limited to, the construction of concrete curb and gutter, sidewalks, street lights, asphalt paving and base.
7. All cul-de-sacs shall conform to the current Escondido Design Standards.
8. 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.



9. The developer's engineer shall prepare a complete signing and striping plan for all improved and modified 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.
10. The project is subject to the vacation of public rights-of-way within or adjoining the project boundary. Specific areas to be vacated shall be determined to the satisfaction of the City Engineer. The street vacation must be approved by the City Council prior to recordation of the Final Map. The developer shall be responsible for relocation of all existing utilities within this street vacation.
11. The developer may be responsible for an overlay of Ambersweet Way, Beven Drive and Foxly Lane due to the anticipated heavy construction traffic and 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.
12. 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.
13. The developer shall be required to construct an emergency access road to the satisfaction of the City Engineer and City Fire Marshal.
14. The proposed street system shall be designed to align with other existing intersections to the satisfaction of the City Engineer.
15. The project shall be designed to comply with the maximum grade of intersecting streets of 6% per the Escondido Design Standards.
16. Pedestrian access routes shall be provided into the project to the satisfaction of the City Engineer.
17. All gated entrances shall be designed and improved to the satisfaction of the City Engineer.
18. The developer shall install trash capture devices on existing storm drain inlets along the project's frontage to the satisfaction of the City Engineer.
19. Prior to first occupancy, the Developer shall reconstruct the median on Beven Drive to provide a 150-foot eastbound left-turn pocket to the intersection with internal Street "E" (Street A identified on TM).
20. Prior to first occupancy, the Developer shall restripe the northbound lanes of E Valley Parkway within the existing pavement between Eureka Drive and El Norte Parkway to provide three northbound through lanes with five-foot buffer lane and five-foot bike lane. The northbound approach to the intersection of E Valley Road and Eureka Drive shall be one left-turn lane, two through lanes, one shared through-right lane, and bike lane.
21. Prior to first occupancy, the Developer shall restripe the northbound approach to the E Valley Road and El Norte Parkway intersection to provide two left-turn lanes, two through lanes, one shared through-right lane, and bike lane.
22. The project shall provide pop out traffic calming measures along Street "A"/proposed Foxley Drive as shown on the tentative map and site plan (Internal Street "E" on Specific Plan). These shall be

designed and built per City of Escondido traffic division standards and to the satisfaction of the City Engineer.

## **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 1 digital copy 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. Increased cut slope setbacks may be required along the project boundary to avoid disrupting any existing septic systems in the adjoining residential areas and may be required to avoid encountering ground water problems. Actual setbacks to be used will be based on recommendations of the soils engineer. The requirements of the San Diego County Health Department should be consulted in this regard. In lieu of these requirements, or if the County Health Department requirements cannot be met, the developer must arrange to connect adjoining existing dwelling units, now on private septic systems, to the public sewer system. In this regard, the developer will be required to make necessary arrangements for all main extensions, easements, and payment of all connection and permit fees. It shall be the responsibility of the developer to pay all plan check and inspection fees required by the San Diego County Health Department.
4. Cut slope setbacks shall be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.
5. 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.
6. 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.
7. 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.
8. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
9. All existing foundations and structures, other than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site.
10. 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.

11. 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.
12. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.
13. All lot lines shall be located at the top of slope unless otherwise approved by the City Engineer.
14. 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.
15. Trash enclosures shall be constructed to comply with storm water quality management requirements to the satisfaction of the City Engineer.

## **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 and shall include concrete outlet structures within the proposed detention basins.
2. There shall be an on-site public bypass storm drain system conveying all runoff from offsite to a connection with the existing City of Escondido public storm drain system. There shall also be an on-site private storm drain system conveying any on-site runoff to the proposed treatment and detention basins. Each storm drain system shall be noted clearly on all plan sets submitted to the Engineering Department and shall meet City of Escondido public standards for design and construction. The responsibility for maintenance of the on-site private storm drain system shall be that of the developer and home owner's association. Provisions stating this shall be included in the CC&Rs with exhibits and shall be clearly indicated on all plan sets. The on-site public bypass storm drain system shall be maintained by the City of Escondido.
3. Drainage facilities shall be provided at the toe of all commonly maintained large slope areas to intercept irrigation runoff approaching the individual lots.
4. 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.
5. 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.

6. 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.
7. 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.
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. The Developer is required at their sole expense to design and construct a looped 8-inch public water main. This 8-inch water main shall connect to the existing 12-inch water main in Ambersweet Way south of the project. The developer shall loop the 8-inch water main in Public Street A through the project and connect to the existing 8-inch water main in Lake Wohlford Road. An 8-inch water main shall also be designed and constructed to serve all new and existing single-family residences as approved on the tentative map and site plan. A minimum 20-foot public utility easement shall be granted to the City of Escondido through Open Space F. The 8-inch water main shall be designed and constructed in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.
2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshall. Fire hydrants shall connect to a minimum 8-inch water main.
3. The final locations and sizing of all required water mains, water services, fire hydrants, detector check assemblies, and other water appurtenances shall be designed and installed to the satisfaction of the Director of Utilities and the Utilities Engineer.
4. All on-site water lines and backflow prevention devices beyond the City water meter or DCA shall be considered a private water system. The property owner shall be responsible for all maintenance of these water lines and appurtenances.
5. A 1-inch minimum water service, 1-inch water meter, and backflow prevention device shall be required for domestic water supply per City of Escondido Design Standards and Standard Drawings. Water meters and backflow prevention devices shall not be installed within a driveway apron or on private drive areas.
6. No trees or deep-rooted bushes shall be planted within 10-feet of any water mains.
7. There shall be no permanent structures located within the City's Public utility Easements.

8. Improvement plans for all proposed water mains shall be prepared by a Civil Engineer and submitted to the City of Escondido for review and approval.
9. All public water mains shall be located under asphalt or concrete pavement and not under curbs, gutters, medians or sidewalks.
9. Backflow prevention assemblies are private and shall be maintained by the homeowner in accordance with Escondido design standards. Backflows shall be located directly behind the public meter.
10. Any water services to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the public water meter to the satisfaction of the Utilities Engineer and Water Distribution Department.
11. Any fire hydrants to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the fire hydrant per the satisfaction of the Utilities Engineer and Water Distribution
13. The Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Utilities Engineer and Water Distribution Department.

## **SEWER**

1. The Developer is required at their sole expense to design and construct an 8-inch sewer main. This 8-inch sewer main shall begin north of the project's northerly property line in Proposed Foxley Drive and connect to the existing 8-inch sewer main in Beven Drive. An 8-inch sewer main shall be designed and constructed to serve all new and existing single-family residences as approved on the tentative map and site plan. A minimum 20-foot sewer easement shall be granted to the City of Escondido through open space B. A minimum 20-foot public utility easement shall be granted to the City of Escondido through open space F. A minimum 20-foot public utility easement shall be granted to the City of Escondido through Open Space L. A minimum 20-foot public utility easement shall be granted to the City of Escondido through Open Space K. The 8-inch sewer main shall be designed and constructed in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.
2. A private 4-inch minimum PVC sewer lateral with a standard clean-out within 18-inches of the Public Utility Easement or ROW shall be constructed for the project and shown on the Improvement and Grading plans. Sewer laterals less than 8-inches in diameter shall connect to the sewer main with a wye or Inserta-Tee.
3. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings and per the current Uniform Plumbing Code.
4. No trees or deep-rooted bushes shall be planted within 15-feet of any sewer main or within 10-feet of any sewer lateral. Sewer laterals shall be 5-feet horizontally clear from other utilities.

5. All sewer laterals shall be considered a private sewer system. The property owner shall be responsible for all maintenance of sewer laterals to the public sewer main.
6. Any sewer mains, laterals, and appurtenances shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings, and to the satisfaction of the Utilities Engineer.

### **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. The developer shall make all necessary dedications (or, if appropriate, offer of dedications) for public rights-of-way on any street contiguous to the project to the satisfaction of the City Engineer.
2. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.
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. Vehicular access rights to all lots fronting on Major roads and Prime Arterials shall be relinquished and waived to the City of Escondido.
5. The developer is responsible for making the arrangements to quitclaim all easements of record or parcels which conflict with the proposed development prior to approval of the Final Map. All street vacations shall be accomplished by means of a separate public hearing. 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. The initial submittal of the plat and legal shall include the required Street Vacation fee in effect at the time of the submittal.



## **REPAYMENTS AND 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 homeowners' association of driveways, parking areas, private utilities (including sewer and water), drainage swales, private storm drains 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 maintenance, repair and access to all brow ditches which pass from one lot through an adjacent lot.
4. The CC&Rs must state that the property owners' association assumes liability for damage and repair to City utilities in the event that damage is caused by the property 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 homeowners' 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.

## **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.
2. The developer shall sign a written agreement stating that he/she 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.

## PLANNING COMMISSION

Agenda Item No.: G.2  
Date: January 24, 2023

**PROJECT NUMBER / NAME:** PL23-0005 / Business Recovery Ordinance Modifications

**REQUEST:** A series of amendments to the Escondido Zoning Code to make permanent a series of temporary business relief measures adopted previously as an uncodified ordinance by the Escondido City Council through Ordinance No. 2020-23. The proposal involves minor amendments to Articles 26 (Industrial Zones), 39 (Off-Street Parking), 57 (Miscellaneous Use Restrictions), and 66 (Sign Ordinance).

**LOCATION:** Citywide

**APPLICANT:** City of Escondido

**APN / APNS:** N/A

**PRIMARY REPRESENTATIVE:**  
Development Services

**GENERAL PLAN / ZONING:** N/A

**DISCRETIONARY ACTIONS REQUESTED:** Zoning Code Text Amendments

**PREVIOUS ACTIONS:** N/A

**PROJECT PLANNER:** Andrew Firestine, Director of Development Services

**CEQA RECOMMENDATION:** Statutorily or categorically exempt pursuant to Public Resources Code section 21080.17 and CEQA Guidelines sections 15282(h), 15301, 15303, or does not qualify as a "project" under CEQA.

**STAFF RECOMMENDATION:** Recommend approval of the Project to City Council

**REQUESTED ACTION:** Approve Planning Commission Resolution No. 2023-03

**CITY COUNCIL HEARING REQUIRED:** ☒ YES ☐ NO

**REPORT APPROVALS:**

- ☒ Andrew Firestine, AICP, Development Services Director
- ☒ Adam Finestone, AICP, City Planner

**A. BACKGROUND:**

On March 16, 2020, the Escondido city manager issued a proclamation of a local emergency related to the COVID-19 pandemic, which was ratified by the City Council on March 18, 2020. This proclamation of local emergency remains in effect until it is rescinded by the City Council.

Governor Gavin Newsom announced in October 2022 that the State of California's COVID-19 state of emergency will end on February 28, 2023. This action makes it more difficult for the City to sustain its proclamation of a local emergency and has prompted a review of those actions the City has taken under its emergency proclamation.

Under its local emergency proclamation, actions were taken to provide protection and relief to residents and businesses, including the approval of a local business recovery strategy and a series of urgency ordinances that established temporary business relief measures. The most recent of these was Ordinance No. 2020-23, an uncoded ordinance implementing regulations in support of the City's business recovery strategy for the duration of the local emergency (Attachment 1). This ordinance expires 30 days after the local emergency declaration is lifted.

Ordinance No. 2020-23 addressed several provisions of the Escondido Zoning Code that were modified in recognition of abrupt and immediate changes in business practices in response to the pandemic and a desire from residents and businesses for the City to be responsive to those changing needs. More specifically, it addressed: 1) temporary sign limits; 2) the regulation of alcohol sales; 3) carry-out zones; 4) accessory retail uses in industrial areas; 5) outdoor activities on private property; 6) outdoor activities in public areas; 7) parklets; 8) temporary indoor expansions; 9) temporary structures; 10) agricultural experiences; and 11) home occupations.

Following Governor Newsom's announcement in October 2022 regarding the end of the State of California's state of emergency on February 28, 2023, staff initiated a review of Ordinance No. 2020-23 in anticipation of a similar action to terminate the proclamation of local emergency. This review has identified that many of the temporary business relief measures have served their purpose and do not need to be codified but there are several areas where it is desirable to allow the changes to become permanent, which is the focus of this staff report and resolution. More specifically, text amendments to the Zoning Code are recommended to Articles 26 (Industrial Zones), 39 (Off-Street Parking), 57 (Miscellaneous Use Restrictions), and 66 (Sign Ordinance). This action requires Planning Commission recommendation and City Council adoption.

**B. PROJECT ANALYSIS:**

Table 1 provides a summary of the recommended amendments to the Zoning Code. Further analysis is provided for Articles in denoted in **bold**.

**TABLE 1 - SUMMARY OF PROPOSED CHANGES**

<b>Article</b>	<b>Proposed Change</b>
Article 26 – Industrial Zones	Increase the allowance for accessory commercial sales and service uses in industrial zones up to 50% of the gross building square footage. Remove expired subsection pertaining to incubator uses.
<b>Article 39 – Off-Street Parking</b>	<b>Authorize the designation of off-street parking spaces for curbside pick-up, restaurant carry-out zones, and similar purposes</b>
<b>Article 57 – Miscellaneous Use Restrictions</b>	<b>Update of outdoor dining provisions to remove obsolete language and to permit the conversion of existing parking spaces to off-street outdoor dining adhering to a set of standards and requiring design review.</b>
Article 66 – Sign Ordinance	Modification of definition to specifically include wayfinding signs adjacent to pick-up and carry-out zones

A strikethrough and underlined version of all proposed Zoning Code changes is provided under Attachment 2. Exhibit B to Planning Commission Resolution No. 2023-03 (Attachment 3) provides a “clean” copy of the changes and reflects what they will look like if adopted by City Council.

### **Article 39 – Off-Street Parking**

One of the changes in business practices that occurred over the course of the pandemic was contactless pick-up – a concept that was widely implemented at many retail and restaurant establishments in the City. Businesses designated or reserved parking spaces where a customer could park and then call the business to receive their order without leaving their vehicle or entering the store. This change in business practice was supported through Ordinance No. 2020-23, which allowed businesses to reserve up to four existing parking spaces for curbside pick-up, restaurant carry-out zones, and/or other drop-off and pick-up related uses and activities.

In review of this, staff finds that many retail and restaurant establishments continue to use carry-out zones in off-street parking areas and that their designation as such has not negatively impacted overall parking availability. Whereas Ordinance No. 2020-23 limited the number of reserved spaces to four, staff has identified significant variation in how this was implemented by the business community. Most reserved between one and six spaces, although Walmart is an example of a retailer that has a more expansive curbside pickup service, a model that they deployed prior to the pandemic.

Rather than restrict the reservation of parking spaces to a set number, the proposed change would permit a range with a minimum of one parking space and a maximum of five percent of the total number of parking spaces and allowing the reservation of additional spaces through an administrative adjustment process. This change would be responsive to the business community who continue to rely on pick-up zones, and to the community who continue to make use of them.

Ordinance No. 2020-23 also addressed the temporary use of existing parking spaces in the public street immediately adjacent to a business for the same purpose. No change is recommended to make the temporary provisions permanent as the Escondido Municipal Code already contains provisions on loading and unloading through curb markings in Chapter 28, Traffic.

### **Article 57 – Miscellaneous Use Restrictions**

Another prevalent change in business practices over the course of the pandemic was outdoor dining, both in the public right-of-way and on private property. In many cases, parking spaces were temporarily converted to outdoor dining areas, allowing restaurants to provide service when indoor dining was prohibited and additional capacity when it was restricted. This change in business practice was supported through Ordinance No. 2020-23, which allowed businesses to temporarily convert parking areas to allow for a variety of outdoor uses. It also allowed for the conversion of on-street parking and public sidewalks into parklets in certain circumstances.

In review of the temporary use permits issued under Ordinance No. 2020-23 for these purposes, most have already been removed. There are, however, at least two examples of restaurant establishments that continue to operate outdoor dining in converted parking spaces on private property. Their use of the parking spaces is positive in the sense that it has the potential to repurpose underutilized parking in support of a business and the overall vitality of a shopping center. Ordinance No. 2020-23 did not address the design of these spaces, however. A review of those that continue to operate under a temporary use permit reveals a need to incorporate a set

of minimum design requirements and to further require design review if they are to be made permanent.

The Escondido Zoning Code already contains a section of code pertaining to outdoor dining. The proposed changes update this section of code and permit the conversion of at least two parking spaces and up to 25% of the required off-street parking spaces for the establishment of permanent outdoor dining.

As with the existing code, up to 300 square feet of outdoor dining would be exempt from any requirement to meet additional minimum parking requirements for the use. The existing code contains operational requirements that are proposed to remain, although the proposed changes include minimum requirements to separate the outdoor dining area from parking spaces, drive aisles, and sidewalks through the use of a barrier consisting of railings, fences, or walls, or a combination thereof, and planter boxes. The proposed changes emphasize the use of materials appropriate for a permanent installation and allow for a permanent roof or shelter where the building code requirements are met. It also requires outdoor dining areas to meet current California Building Code and Americans with Disabilities Act requirements for accessibility.

The purpose of the proposed changes is to set a higher standard for any outdoor dining area on private property that proposes to convert a temporary use to a permanent use and any new conversions. It would not allow for portable tents or canopies to remain once Ordinance No. 2020-23 is no longer in effect.

The proposed changes do not address parklets in the public right-of-way. This is an area that requires additional policy discussion and direction and is outside the scope of these modifications.

#### **Other Elements of Ordinance No. 2020-23**

The set of proposed changes to the Zoning Code is limited in comparison to the scope of Ordinance No. 2020-23, largely due to the fact that the statewide restrictions that were in place through executive orders issued by Governor Newsom, including the Stay Home Order and the Blueprint for a Safer Economy, ended on June 15, 2021, and as such the necessity for many of the City's temporary business relief measures diminished. This is particularly evident through an analysis of the temporary use permits issued under Ordinance No. 2020-23.

While the business recovery provisions remain in effect as of the date of this staff report, the City only issued six business recovery temporary use permits in 2022, all of which were for on-street outdoor dining on Grand Avenue, including The Grand Tea Room, Mikko Sushi, Burger Bench, H Brothers, O'Sullivan's, and Plan 9 Alehouse. Those permits were conditioned to expire at the commencement of Phase II of the Grand Avenue Vision Plan improvements, a project that is current under design.

Escogelato, another downtown business, was issued a business recovery temporary use permit in 2020 for a parklet on Kalmia. In 2021, Escogelato was issued an encroachment permit to allow this to become a more permanent improvement that will not expire upon the termination of Ordinance No. 2020-23

In contrast to this, prior to the Governor's actions to lift the statewide restrictions in June 2021, the City issued four business recovery temporary use permits in 2021 and 43 in 2020. Nearly all of the activities permitted under these temporary use permits have ceased.

There is no evidence to support the continuation of the remaining provisions of Ordinance No. 2020-23. Table 2 provides an account of those temporary allowances that will end with the termination of Ordinance No. 2020-23:

**TABLE 2 - SUMMARY OF OTHER PROVISIONS OF ORDINANCE NO. 2020-23**

Provision	Summary
Temporary Sign Limits	The uncodified ordinance allowed for more banners and other temporary signage. Other than the addition of wayfinding signs for carry-out zones, no changes are proposed to the sign code. Staff has initiated a more comprehensive update to the sign code where additional changes can be evaluated.
Regulation of Alcohol Sales	The California Department of Alcoholic Beverage Control (ABC) has rescinded most of the regulatory relief it granted over the course of the pandemic. Certain aspects of their regulatory relief were incorporated into new state laws, including those that regulate the sale of alcohol to go. Modifications may be needed to the Escondido Municipal Code to be consistent with the ABC, although Ordinance No. 2020-23 did not modify any specific code section. No changes are proposed or recommended at this time.
Outdoor Activities on Private Property	The proposed changes include an allowance for the conversion of existing parking spaces to outdoor dining, providing a path for restaurants to either convert outdoor dining permitted through a business recovery temporary use permit to permanent outdoor dining or to propose new outdoor dining. Ordinance No. 2020-23 also allowed for other outdoor activities on private property. The existing Zoning Code contains provisions for temporary use permits that allow for special events and other short-term activities on commercially zoned property. No additional changes are proposed or recommended at this time.
Outdoor Activities in Public Areas	Ordinance No. 2020-23 allowed for the use of public parking lots for outdoor activities. Outdoor activities in public parking lots are no longer taking place and no changes are proposed or recommended.
Parklets	The proposed changes do not address parklets in the public right-of-way. This is an area that requires additional policy



	discussion and direction and is outside the scope of these modifications.
Temporary Indoor Expansions	Provisions were established by Ordinance No. 2020-23 to allow existing businesses to expand into adjacent buildings or suites without the need to provide additional parking. Staff is unaware of any business that used this provision and no changes are proposed or recommended.
Temporary Structures	The uncodified ordinance streamlined processes to erect temporary structures. The existing Zoning Code contains provisions for temporary use permits that allow for temporary structures. No additional changes are proposed or recommended at this time.
Agricultural Experiences	Ordinance No. 2020-23 established regulations to allow agricultural operations to conduct expanded activities which would encourage the public to visit their facilities. Staff is unaware of any business that used this provision and no changes are proposed or recommended.
Home Occupations	This provision allowed existing and new home occupations to have up to two non-resident employees at the facility at any time, and allows up to eight clients or customers per day to come to the residence to obtain goods or services. Staff does not recommend that this continue as a permanent change to the Zoning Code.

**C. PUBLIC INPUT:**

The Business Recovery Code Modifications were noticed in accordance with Article 61, Division 6 of the Escondido Zoning Code. A public notice was published in the Escondido Times Advocate and The Paper at least ten calendar days prior to this public hearing. Due to the nature of the zoning code modifications, staff did not conduct specific project-related outreach. As of the time the staff report was prepared, no public correspondence was received.

**D. CONCLUSION AND RECOMMENDATION:**

Staff recommends approval of the Business Recovery Ordinance Modifications as they allow parts of the City's business recovery strategy to become permanent, including those where there is an ongoing and continuous use of the temporary provisions and a need to codify those as part of the Escondido Zoning Code. In the time the temporary provisions have been in effect, there has not been a demonstrated negative impact resulting from the temporary allowances. The proposed changes making those permanent provide standards for their continuation and, in the case of outdoor dining, require a design review process to ensure those requirements are met.

Project Name: Business Recovery Ordinance Modifications (PL23-0005)  
Planning Commission Meeting  
Date: January 24, 2023

The Planning Commission has the authority under Section 33-1262 of Article 61 of the Escondido Zoning Code (Administration and Enforcement Ordinance) to review and consider amendments to the Zoning Code, which requires a Planning Commission recommendation to City Council. No other discretionary permits are requested or required.

**ATTACHMENTS:**

1. Ordinance No. 2020-23
2. Strikethrough and underline of proposed changes
3. Draft Planning Commission Resolution No. 2023-03 including Exhibits A - Findings, and B – Clean copy of proposed changes

ATTACHMENT 1

ORDINANCE NO. 2020-23

AN UNCODIFIED ORDINANCE OF THE CITY  
COUNCIL OF THE CITY OF ESCONDIDO,  
CALIFORNIA, FOR THE CORONAVIRUS  
("COVID-19") EMERGENCY BUSINESS  
RECOVERY STRATEGY

WHEREAS, in a short period of time, COVID-19, which is a new strain of coronavirus that is the cause of an outbreak of respiratory illness, has rapidly spread throughout the State of California, necessitating stringent public health emergency orders as well as guidance and directives from federal, state, and local public officials; and

WHEREAS, on January 31, 2020, the U.S. Secretary of Health and Human Services declared a public health emergency related to the COVID-19 outbreak pursuant to Section 319 of the Public Health Service Act; and

WHEREAS, on February 14, 2020, the San Diego County Public Health Officer declared a local health emergency due to the threat of COVID-19; and

WHEREAS, on February 19, 2020, the San Diego County Board of Supervisors ratified the Declaration of Local Health Emergency and Proclamation of Local Emergency arising out of the COVID-19 outbreak; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19; and

WHEREAS, various health organizations throughout the world, including the Centers for Disease Control and Prevention ("CDC") and the World Health Organization ("WHO"), consider the COVID-19 virus to be a very serious health threat, a "public health

emergency of international concern,” and as of March 11, 2020, the WHO identified it as a pandemic; and

WHEREAS, on March 12, 2020, Governor Newsom issued Executive Order N-25-20 which, in part, took various actions pursuant to the Emergency Services Act (Government Code Section 8550 *et. seq.*), including an order to ensure adequate facilities to address the impacts of COVID-19; and

WHEREAS, on March 13, 2020, Donald J. Trump, President of the United States, issued a Proclamation on Declaring a National Emergency concerning the COVID-19 Outbreak; and

WHEREAS, on March 16, 2020, the City Manager for the City of Escondido (“City”), acting in his capacity of Director of Emergency Services of the City (“Director”), proclaimed, through Proclamation No. 2020-01, the existence of a Local Emergency related to COVID-19 within the City, and activated the Escondido Emergency Operations Center on that date; and

WHEREAS, as of March 18, 2020, the Escondido City Council adopted Proclamation No. 2020-01, ratifying the declaration of the Director and declaring the existence of an on-going local emergency pursuant to COVID-19; and

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20, ordering all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors (also called the “Stay-at-Home Order”); and

WHEREAS, new daily positive COVID-19 case counts, total test-positive cases, and per capita totals slowed in late spring 2020. Because of the downtrend movement in

new cases, there was growing interest to support modifying the statewide Stay-at-Home Order to allow more businesses that had been closed to re-open. On May 7, 2020, the State Public Health Officer announced that statewide data supported gradually re-opening commercial retail, industrial manufacturing, and logistics businesses; and

WHEREAS, pursuant to California Health and Safety Code Section 120175.5(b) and the Order of the Health Officer and Emergency Regulations issued by the Health Officer of the County of San Diego, as updated on August 8, 2020 ("County Public Health Order"), all governmental entities in San Diego County are required to take necessary measures within the government entity's control to ensure compliance with the County Public Health Order and reduce the risks of community spread of COVID-19; and

WHEREAS, given the extraordinary health threat caused by COVID-19, the City Council adopted an Urgency Ordinance (Ordinance No. 2020-12) on May 20, 2020, and enacted temporary business relief measures and public health and safety protections related to statewide recovery and re-opening efforts in Escondido due to COVID-19, and to prevent or lower the risk of COVID-19 transmission; and

WHEREAS, individuals with COVID-19 may be asymptomatic, and physical distancing and modified business operations, such as using outdoor spaces and providing curbside pickup, takeout, and delivery, are critical and necessary for safely reopening businesses, preventing or mitigated a future spike in transmission, and helping to ensure the safety and protection of individuals participating in such business operations. Many businesses and employers need additional guidance and support in response to stabilizing operations for commercial retail, industrial manufacturing, and

logistics businesses. Furthermore, the patchwork of constantly evolving plans, health orders, and precautions recommended by health authorities has caused many local businesses and employers in Escondido to experience sudden and unexpected revenue or income loss from temporary business closures and/or modified operations; and

WHEREAS, in light of the on-going emergency regarding the COVID-19 pandemic, the City Council extended Urgency Ordinance No. 2020-12 on August 19, 2020, for an additional ninety (90) days; and

WHEREAS, the existing conditions that prompted the Director's and City Council's Proclamation of Local Emergency continue to exist. The underlying economic and health circumstances supporting the Urgency Ordinance(s) are equally true as of this date and as set forth in the above recitals, which are incorporated herein by reference.

NOW, THEREFORE, IT IS HEREBY RESOLVED and the City Council of the City of Escondido DOES HEREBY ORDAIN as follows:

SECTION 1. The foregoing recitals are true and correct. City Council Proclamation No. 2020-01 ratifying the declaration of a Local Emergency and declaring the existence of an on-going Local Emergency related to COVID-19, California Governor Gavin Newsom's Executive Orders N-25-20 and N-33-20, and the County Public Health Order are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION 2. The existing conditions that prompted the Director's and City Council's Proclamation of Local Emergency continue to exist. In the interest of protecting the public health and safety, and minimizing and reducing the spread of the transmission

of COVID-19 and loss of life, property, and essential public services, the City Council finds a compelling need to establish a series of temporary business relief measures and otherwise mitigate the adverse effects of COVID-19 and the gradual re-opening process among all residents, businesses, and visitors of Escondido.

SECTION 3. California Environmental Quality Action ("CEQA"). Public Resources Code ("PRC") Section 21080(b)(4) and CEQA Guidelines Section 15269(c) (14 C.C.R. Section 15269(c)) exempt from CEQA "specific actions necessary to prevent or mitigate an emergency." PRC Section 21060.3 defines emergency as "a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services." The COVID-19 pandemic constitutes a "sudden, unexpected occurrence," whereby the public health effects of the pandemic were felt in the City, County, and State suddenly and unexpectedly. Governmental efforts to mitigate the effects of the pandemic, such as closures and the Stay-at-Home order, also occurred suddenly, and these mitigation efforts, despite their necessity in light of the pandemic, have significantly and adversely impacted businesses, business owners, employees, and livelihoods, including having significant economic repercussions. Similarly, the pandemic and its mitigation efforts have affected the City's delivery of its essential public services. Although the State and local authorities are evaluating the feasibility and scope of economic recovery and "re-opening" efforts, and such efforts are constantly evolving, those authorizations will not serve to fully mitigate the pandemic's effects on businesses, the City, and the public, and it is likely that businesses and essential City services will not be able to survive, or public health to be negatively impacted, without the City's implementation of the proposed



amendments to the Escondido Zoning Code. Further, the measures are necessary to comply with continued specific public health requirements associated with the pandemic, including social distancing. Thus, the COVID-19 pandemic is an emergency as defined in PRC Section 21060.3, and the recovery plan outlined herein is necessary to mitigate that emergency. For these reasons, the Urgency Ordinance is exempt from CEQA pursuant to PRC section 21080(b)(4) and CEQA Guidelines Section 15269(c).

As separate and independent bases, the amendments to the Escondido Zoning Code are categorically exempt from environmental review pursuant to CEQA Guidelines Section 15304(e) for minor alterations to land for temporary uses that have negligible or no permanent effects on the environment, CEQA Guidelines Section 15311(c) for the construction of or replacement of minor structures and temporary use items accessory to existing commercial, industrial, or institutional facilities.

SECTION 4. During this state of Local Emergency, the City Council hereby adopts the following temporary business relief measures:

- 1) **Temporary Sign Limits.** Section 33-1396(a) of Article 66 of the Escondido Zoning regulates the time, place, and manner of temporary signs, and limits these special event signs for a total duration of not more than sixty (60) days in a calendar year. Section 33-1396(a) of Article 66 of the Escondido Zoning Code regulates temporary banner signs including an allowance for seventy-two (72) square feet and only one (1) special event banner is allowed for each street frontage, except for individual in-line shops in commercial centers where one (1) banner is allowed for each building face

fronting on a parking lot or a street. The foregoing limitations of temporary banner signs are hereby provisionally modified to allow for the following:

- a. One (1) banner sign of up to seventy-two (72) square feet and one (1) additional banner sign of up to thirty-two (32) square feet for each street frontage or each building face fronting on a parking lot or a street.

The City Council also hereby adopts provisions to allow for the following temporary signs that are neither expressly allowed nor prohibited by the zoning ordinance, when they are on private property, project from private property over or into City property, or are located within the public right-of-way.

- a. A-frame sign(s) placed on private property adjacent to the primary entrance to the property, building, or tenant space for the purpose of identification, protection or directing persons to a use conducted therein, or identification of on-site protection or safety measures.
- b. Wayfinding or directory ground-mounted signs placed immediately adjacent to pick-up and carry-out zones, or parklets, designed or intended to be displayed for each service or delivery entrance.

Temporary signs specifically allowed by this Ordinance are exempt from and would not be counted towards the sixty (60) day calendar limit. An act to establish, erect, or maintain temporary banner, temporary A-frame signs, or wayfinding or directory ground mounted signs, as allowed by this Ordinance, shall be exempt from the application and sign permit

requirements but must be in conformance with all other requirements of this section. Except as modified by this section, the provisions, terms, and limitations of Article 66 shall remain in full force and effect, including any timeframe or permit requirements with respect to signs not otherwise described herein.

2) **Regulation of Alcohol Sales.** The City Council hereby suspends local permit restrictions on Alcohol Beverage Control (“ABC”) licensed restaurants that prevent off-site sale and delivery of alcohol, to the extent applicable, subject to the following conditions:

- a. No wine or beer shall be sold with an alcohol content of greater than fifteen (15) percent by volume.
- b. The sale of alcoholic beverages for off-site consumption shall only be made to patrons who purchase meals as defined in Business and Professions Code Section 23038.
- c. All alcohol delivery persons shall be an employee of the restaurant who is twenty-one (21) years of age or older. Drivers delivering alcohol to said patrons shall document that the customer is twenty-one (21) years of age or older. No individual under twenty-one (21) years of age, or without proper identification, shall be served or sold alcohol.
- d. Restaurants shall comply with the conditions contained within the ABC’s Notice of Regulatory Relief.

- e. That the suspension of local permit restrictions on ABC licensed restaurants shall be effective during the Urgency Ordinance's effective period and/or shall last until the withdrawal of ABC Notice of Regulatory Relief, whichever occurs first.

- 3) **Carry-Out Zones Established.** The City Council desires to convert underutilized parking spaces into more functional spaces and to include use of parking space(s) or portion of the parking lane(s) as described herein. The City Council hereby authorizes the reservation of no more than four (4) existing, striped parking space on the same premises for curbside pick-up, restaurant carry-out zones, and/or other drop-off and pick-up related uses and activities. The City Council furthermore authorizes the temporary use of no more than two (2) existing, striped parking spaces in the public street immediately adjacent to a businesses or employer, if any, for curbside pick-up, restaurant carry-out zones, and/or other drop-off and pick-up related uses and activities to the fronting private property. Temporary use of on-street parking spaces shall be limited to streets with speed limits of thirty (30) mph or less and shall be coordinated with neighboring businesses and business associations.
- 4) **Accessory Retail Use in Industrial Areas.** Retail accessory uses and structures are permitted in the industrial zones, provided they are incidental to and do not substantially alter the character of the permitted principal use or structure. Said regulations, described in Section 33-565 of Article 26 of the Escondido Zoning Code, limit accessory retail use to fifteen (15) percent

of the gross building square footage. The foregoing limitation is hereby provisionally modified from fifteen (15) percent to fifty (50) percent. Henceforth, no additional parking associated with this expanded accessory use authorization shall modify or change any on-site parking requirements. Except as modified by this section, the provisions, terms, and limitations of Article 26 shall remain in full force and effect.

**5) Outdoor Activities on Private Property (in Non-Parking Areas).**

Authorization of temporary outdoor display and sale events in commercially zoned districts of the City, described in Sections 33-1533(b) and 33-1534(c)(1) of Article 73 of the Escondido Zoning Code, are hereby provisionally modified and henceforth to allow a variety of outdoor sale events; displays; professional, recreation or instructional services; and/or assembly in non-parking areas of private property. Henceforth, no zoning permit or fees shall be required to establish outdoor activities in non-parking areas of private property. Furthermore, outdoor activities on private property shall be allowed to recur during normal business hours and for as many days as necessary within the time limits of the Ordinance's effective period. All shade tents shall be reviewed by the building division and fire department for compliance with all building and fire codes. No fees shall be required for tent permit applications or tent inspection, if required by the Fire Chief or designee. Except as modified by this section, the provisions, terms, and limitations of Article 73 shall remain in full force and effect.

6) **Outdoor Activities on Private or Public Property (Parking Areas).** A business establishment can be expanded into temporary outdoor areas to allow a variety of outdoor sale events; displays; professional, recreation, or instructional services in parking areas located on private or public property. Outdoor activities in parking areas shall be allowed to recur during normal business hours, subject to a special temporary use permit. No permit or fee shall be required for assembly or assembly services, which may include social clubs, churches, and/or protests. All shade tents shall be reviewed by the building division and fire department for compliance with all building and fire codes. No fees shall be required to review special temporary use permit and/or tent permit applications or tent inspection.

a. A temporary outdoor use in a private parking area can only be located in a zone in which the primary use is an allowed use or conditionally permitted use under the base zoning designation. A temporary outdoor use in a private parking area can only be located on the same parcel that is entitled for the use.

b. A temporary outdoor use in a public parking lot shall obtain authorization by the City's Manager's Office or Community Services Department.

7) **Parklets Established.** The City Council desires to convert underutilized on-street parking spaces and/or public sidewalks into more functional spaces and hereby authorizes the conversion of on-street parking or public sidewalks to parklets through the issuance of special temporary use

permits. Henceforth, parklets are permitted on streets with less than 12,000 Average Daily Trips and speed limits of thirty (30) mph or less. Each parklet must be located within an existing, striped space and located immediately adjacent to a business or employer. Additional parklet space(s) and/or public sidewalk space(s) may be utilized if the associated property owner and/or business establishment assigns rights to use the associated parklet space(s) and public sidewalk.

- 8) **Temporary Indoor Expansions.** A legal and conforming business area can be expanded into temporary indoor areas subject to a special temporary use permit, including into an existing nearby space or building, when shown to be necessary to comply with continued specific public health requirements associated with the pandemic and to accommodate physical distancing without increasing the overall capacity or occupancy of the operation. However, a temporary indoor area can only be located in a zone in which the primary use is an allowed use or conditionally allowed under the base zoning designation.
- 9) **Parking Regulations Exemption.** A temporary modification is exempt from additional parking regulations. Any temporary off-site parking arrangements or reciprocal parking agreements, necessary to temporarily support a business recovery and/or implementation of a temporary outdoor use subject to a special temporary use permit, may similarly be reviewed and considered as a special temporary use.



10) **New Structures and Modifications.** A business may erect a new temporary structure or make a minor modification to an existing structure as part of a temporary modification. A temporary modification is exempt from Design Review or other zoning permits.

11) **Agricultural Experiences.** An allowed agricultural use may conduct an agricultural experience that complies with all of the following:

- a. The use is incidental to a primary agricultural use and features predominately agricultural products grown or produced onsite.
- b. Hikes, tours, educational seminars, and/or food sales or service must occur during business hours. No overnight sleeping accommodations are allowed.
- c. No permanent improvements are necessary to accommodate or support the agricultural experience, such as construction or grading.
- d. The use complies with environmental health requirements, including those related to food service, porta-toilets, trash containers, fire and building codes, the Department of Alcoholic Beverage Control requirements, and any other applicable requirements.

12) **Home Occupations.** Home occupations require a home occupation permit. Henceforth, all bona fide home occupations shall allow on-premises employees and customers.

- a. No more than two (2) non-residents who commute to the home to work may be continuously employed at any one time on the site, except where specifically permitted by law.

- b. No more than eight (8) clients or customers shall be on the premises in any one (1) day.

Each and every one of the other conditions listed in Section 33-852 of the Escondido Zoning Code must be observed at all times by the holder of a home occupation permit. A home occupation shall continue to comply with all of the codes adopted by reference (including but not limited to the Uniform Building Code, Uniform Plumbing Code, Uniform Fire Code, etc.) and shall require ADA clearances as determined necessary by the Building Official. The Director of Community Development may, upon application, issue a home occupation permit, which shall state the home occupation permitted, the conditions attached, and any time limitations thereon.

SECTION 5. In addition to the temporary uses or operational needs expressively stated within this Ordinance, the Director of Community Development, or his designee, may issue a special temporary use permit for a temporary indoor or outdoor use found to be necessary to respond to the current and continuing health, safety, and financial circumstances of the COVID-19 emergency. Such uses must serve to increase and improve patron and pedestrian mobility and access to businesses engaging in practices that are conducive to social distancing and other applicable health and safety practices, including complying with the County Public Health Order and all other applicable governmental and agency health and safety requirements. Such uses may include temporary use allowances, expanded business hours, drive-through or drop-off/pick-up operations, or other measures if it is shown necessary for business recovery or other pressing need related to the pandemic.

SECTION 6. The City Manager, or his designee, shall create and maintain a master permitting and/or tracking program to help implement this Ordinance. Each application shall be reviewed for public safety issues unique to the pedestrian and vehicular needs of the specific location. The business or employer must agree to provide to the City a Certificate of Liability insurance naming the City as additional insured. Additional conditions may be included prior to the issuance of any permit covered by this Ordinance.

SECTION 7. This Ordinance is effective on the date of its adoption and shall remain in effect until 30 days after expiration or termination of the Local Emergency, or until this Ordinance is modified or revoked by the City Council whichever is sooner. All ordinances or parts of ordinances in conflict herewith are hereby temporarily suspended, effective immediately and in effect through the time the Ordinance is in effect, unless stated otherwise. After the expiration of the Ordinance, the provisional business relief measures shall be deemed expired and of no further force or effect. All rights and obligations under this Ordinance shall be concluded.

SECTION 8. During the effective period of the Ordinance, businesses and employers have a right to undertake and complete the development and use of property or utilize any and all business relief measures, or portions thereof. All temporary modifications must comply with all other state and local laws, including encroachment, building, grading, fire, and health code requirements, the California Disabled Persons Act, the State Shelter Order, and the County Health Order.

SECTION 9. No Property Rights Conferred. Use or development of a temporary modification does not confer a property interest, vested right, or entitlement to

continue through the Ordinance's effective period or receive a future entitlement for use of the temporary modification. These business relief measures shall not be extended by any amendments or modifications unless expressly provided by the City Council. Upon the Ordinance's expiration, the City Council's policy shall revert to the zoning ordinance as written and all temporary displays and physical improvements authorized by this Ordinance shall be removed immediately, at the expense of the business or employer. Temporary modifications must either be restored to their prior condition or the applicant must apply for and diligently pursue retention of these modifications on a permanent basis.

SECTION 10. The City of Escondido reserves the right to enforce this Ordinance pursuant to Escondido Municipal Code Section 1-13 and to pursue any other remedies legally available against individuals or entities who knowingly or intentionally violate the provisions of this Ordinance or falsify information to qualify for the relief granted by this Ordinance. If the Director of the Community Development Department, or his/her designee, determines that a temporary modification is a nuisance or does not comply with this Ordinance or applicable provision of the Zoning Code, it may, at the Director's discretion, require changes to the temporary modification, suspend use of the temporary modification, or require that the temporary modification cease.

SECTION 11. There are no assurances to residents, businesses, or visitors that the affected chapters and sections of this Ordinance will not be subject to future revisions. The establishment of this Ordinance shall not preclude, change, or impair the authority of the City to adopt and/or enforce Zoning Code provisions, Municipal Code ordinances, or other governing situations.

SECTION 12. The adoption of this Ordinance is not intended to affect or disrupt the continuity of the City's business or administration of its law, including but not limited to the following:

- Actions and proceedings that began before the effective date of this Ordinance;
- Prosecution for ordinance violations committed before the effective date of this Ordinance; and/or
- The amount, or collection, of license, fee, penalty debt, forfeiture, or obligations due and unpaid as of the effective date of this Ordinance.

SECTION 13. This Ordinance is intended to supplement, not to duplicate, supplant, or contradict, applicable state and federal law, as well as the County Public Health Order, and shall be interpreted in light of that intent. If any section, subsection, paragraph, sentence, clause, or portion of this Ordinance is, for any reason, held invalid or unconstitutional, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

SECTION 14. All businesses that are allowed to open must modify operations to comply with the State and County Public Health Orders, guidelines, and regulations specific to their industry sector from relevant local and state agencies, as well as prepare, post, and implement a social distancing protocol to protect employees, customers, and the general public, and self-certify compliance. Businesses that perform group instruction or assembly must not exceed the maximum number of individuals in a group allowed under the County Public Health Order for outdoor activity businesses or for gatherings.

SECTION 15. The City Council does not request codification of this Ordinance because the Ordinance is temporary and, therefore, not a general ordinance in force.

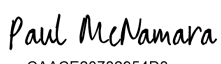
PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 21<sup>st</sup> day of October, 2020 by the following vote to wit:

AYES : Councilmembers: DIAZ, MARTINEZ, MORASCO, MCNAMARA

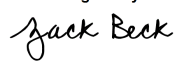
NOES : Councilmembers: NONE

VACANT : Councilmembers: DISTRICT 2

APPROVED:

DocuSigned by:  
  
CAACE20782954D3...  
PAUL MCNAMARA, Mayor of the  
City of Escondido, California

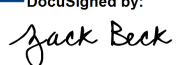
ATTEST:

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ZACK BECK, City Clerk of the  
City of Escondido, California

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

I, Zack Beck, City Clerk of the City of Escondido, hereby certify that the foregoing ORDINANCE NO. 2020-23 passed at a regular meeting of the City Council of the City of Escondido held on the 21<sup>st</sup> day of October, 2020, after having been read at the regular meeting of said City Council held on the 16<sup>th</sup> day of September, 2020.

DocuSigned by:  
  
A58535D0BDC1430...  
ZACK BECK, City Clerk of the  
City of Escondido, California

ORDINANCE NO. 2020-23



**LEGEND:**

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# Business Recovery Code Modifications

## ARTICLE 66. SIGN ORDINANCE

### Addition of wayfinding signs adjacent to pick-up and carry-out zones

#### Sec. 33-1391. Definitions.

*The following definition is to be modified to specifically include wayfinding signs adjacent to pick-up and carry-out zones:*

(21) Directional/informational sign means an on-premises sign which contains words such as “entrance,” “in,” “out,” “rest rooms,” “no parking”, **“curbside pickup”, “online orders”**, or other similar words, or a sign containing arrows or characters indicating traffic directions used either in conjunction with such words or separately. The sign area shall not be greater than two ~~(2)~~ square feet and the sign not higher than three ~~(3)~~ feet. Signs exceeding this area and/or height may be allowed with approval of a comprehensive sign program, for car-wash, polishing, vacuuming, and detailing uses only. No directional/informational sign shall contain any advertising or trade name information, although minor business identification, not exceeding ~~twenty (20%)~~ **twenty (20%)** percent of the sign area, is allowed for directional purposes. Real estate kiosk and directional signs as defined in section 33-1396(c) and (d) shall not be included in this category.

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**ARTICLE 39. OFF-STREET PARKING**

**Designation of off-street parking spaces for curbside pick-up, restaurant carry-out zones, and similar purposes**

**Sec. 33-764. Adjustments to non-residential parking.**

**(e) Carry-out zones. For off-street parking facilities containing at least five existing, striped parking spaces, at least one, but no more than five percent of the total number of parking spaces on the same premises may be reserved for curbside pick-up, restaurant carry-out zones, and/or other drop-off and pick-up related uses and activities. Additional spaces may be allowed through an administrative adjustment process.**

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**ARTICLE 57. MISCELLANEOUS USE RESTRICTIONS**

**Update of outdoor dining provisions to remove obsolete provisions and to permit the conversion of existing parking spaces to off-street outdoor dining**

**Sec. 33-1111. Outdoor dining provisions.**

(a) Outdoor dining for **legally established** restaurants and eating establishments may **shall** be exempt from providing additional parking ~~on a case-by-case basis in the general commercial (C-G), neighborhood commercial (C-N), and professional commercial (C-P), and tourist commercial (C-T) zones, and downtown specific planning area #9~~ for an area up to ~~three hundred (300)~~ square feet, provided the establishment **use** conforms with all required parking standards for its indoor dining area, subject to the following conditions and administrative review:

(1) The establishment requesting outdoor dining shall conform to all sections of the Municipal Code. Outdoor dining areas not in compliance with the required provisions of this article operating prior to October 5, 1994, may continue provided: (A) continuous existence; and (B) use of the outdoor dining area can be demonstrated to the satisfaction of the director department and no violations of state, federal or health and safety regulations exist.

(2) All outdoor dining furniture, including tables, chairs, umbrellas and planters, shall be movable. Umbrellas must be secured with a minimum base of not less than ~~sixty (60)~~ pounds. Outdoor heaters, amplified music or speakers shall be reviewed at the time of application.

(3) No ~~signing~~ **signage** shall be allowed in the outdoor dining area, except for the name of the establishment on an awning or umbrella valance.

(4) The outdoor dining area may only serve food and beverages prepared or stocked for sale by the adjoining indoor eating establishment, provided that the service of ~~beer or wine, or both~~ **alcoholic beverages**, solely for on-premises consumption by customers within the area of the outdoor dining area has been licensed by the state authorities to sell ~~beer or wine, or both~~ **such beverages**, for consumption within the **outdoor dining area of the sidewalk café**.

(5) The area in which the outdoor dining area is authorized ~~is identified in a manner approved by the planning division, which will clearly separate and delineate it from the area which will remain open to pedestrian traffic~~ **located shall be delineated from parking spaces, drive aisles, and sidewalks by a barrier consisting of railings, fences, or walls, or a combination of railings, fences, and walls, and planter boxes that are 42 inches in height or less. Acceptable materials include decorative wrought iron, tubular steel, wood, masonry, or other durable material that is**

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**suitable for outdoor use on a permanent basis. A clear, transparent material may be used on top of the barrier, not to exceed a total height of five feet. Awnings or umbrellas may be used in conjunction with an outdoor dining area, which may also be covered with a permanent roof or shelter provided all California Building Code requirements are met. Barriers adjacent to parking stalls or drive aisles shall include reflective materials and shall be designed in a manner so as to provide protection to the outdoor dining area.**

(6) The outdoor preparation of food and busing facilities are prohibited at outdoor dining areas. The presetting of tables with utensils, glasses, napkins, condiments and the like is prohibited. All exterior surfaces within the outdoor dining area shall be easily cleanable and shall be kept clean at all time by the permittee. Restrooms for the outdoor dining area shall be provided in the adjoining indoor eating establishment and the outdoor dining seating shall be counted in determining the restroom requirements of the indoor restaurant.

(7) The permittee shall remove all trash and litter as they accumulate. The permittee shall be responsible for maintaining the outdoor dining area, including the floor surface, furniture and adjacent areas in a clean and safe condition.

(8) Hours of operation shall be identical to those of the indoor eating establishment.

(9) No required landscaping shall be eliminated unless replaced on-site.

**(10) Outdoor dining shall meet current California Building Code and Americans with Disabilities Act requirements for accessibility.**

(b) Outdoor dining for restaurants and eating establishments exceeding ~~three hundred (300)~~ square feet shall be subject to the conditions stated in subsection (a) of this section, as well as the following conditions:

(1) The establishment conforms with all required parking standards. Additionally, no required vehicle parking spaces shall be eliminated in order to accommodate the outdoor dining area unless replaced on-site.

(2) Additional parking shall be provided for the area exceeding ~~three hundred (300)~~ square feet at a ratio of that required for indoor dining areas. Additional parking shall be provided either on-site or along the street fronting the establishment, or through a joint use or other arrangement deemed appropriate by the city.

(3) Landscaping/buffering shall be incorporated into the outdoor dining area subject to planning division approval which may consist of container plants, permanent landscape

**LEGEND:**

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areas, garden walls, temporary fencing or other satisfactory measures to delineate the area devoted for outdoor dining.

**(c) Conversion of required off-street parking. The conversion of at least two and up to 25% of required off-street parking spaces for the establishment of permanent outdoor dining may be permitted as an administrative adjustment to nonresidential parking subject to the provisions of section 33-764 of this chapter.**

**(d) Design review in accordance with Article 64 of this chapter shall be required for all outdoor dining areas.**

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language

## ARTICLE 26. Industrial zones

**Modification of floor area restriction for accessory retail use in industrial areas****Sec. 33-565. Permitted accessory uses and structures.**

(a) Accessory uses and structures are permitted in the industrial zones, provided they are incidental to and do not substantially alter the character of the permitted principal use or structure. Such permitted accessory uses and structures include, but are not limited to, the following:

**Table 33-565****PERMITTED ACCESSORY USES AND STRUCTURES**

<b>Use Title</b>	<b>I-O</b>	<b>M-1</b>	<b>M-2</b>	<b>I-P</b>
ATM kiosk				
ATM kiosk (drive-in,* drive-through*) (section 33-341)				
Fleet storage* (subject to Article 57)	P	P	P	P
Tow truck operation incidental to repair* (subject to Article 57)		P/C	P/C	
Bus stop shelters**	P	P	P	P
Cafeteria, operated in conjunction with a permitted use for the convenience of persons employed upon the premises	P	P	P	P
Caretakers' or watchperson's dwelling	P	P	P	P
Commercial sales and service uses clearly incidental and secondary to a principal permitted use as provided for in section 33-565(b)	P	P	P	P
<del>Incubator uses as provided for in section 33-565(e)</del>	-	<del>C#</del>	<del>C#</del>	-
Cottage food operations and home occupations as provided for in Article 44	P	P	P	P
Employee recreational facilities and play areas	P	P	P	P
Other accessory uses and buildings customarily appurtenant to a permitted use	P	P	P	P
Reverse vending machines* (Article 33)	P	P	P	P
Satellite dish antennas*	P	P	P	P
Storage buildings incidental to a permitted use	P	P	P	P
Storage of materials used for the construction of a building, including the contractor's temporary office, provided that such use is on the building site or immediately adjacent thereto and provided further, that such use shall be permitted only during the construction period and the 30 days thereafter	P	P	P	P

**Notes:**

\* Subject to special regulations—see section 33-700.

\*\* Subject to special regulations—see section 33-1118.

(b) Sales and service uses incidental and accessory to a principally permitted use may be permitted by the director of community development provided that the following standards are met:

**LEGEND:**

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(1) The operations are contained within the main structure which houses the primary use.

(2) The use occupies no more than ~~fifteen (15)~~**50%** percent of the gross building square footage.

(3) No retail sales or display of merchandise occur(s) outside the structure(s), or outside designated outdoor storage area.

(4) All products offered for sale on the site are manufactured, warehoused, or assembled on the premises.

~~—(c) Sales and service uses not accessory to a principally permitted use may be conditionally permitted in the M-1 and M-2 zones, as an incubator use or activity.~~

~~—(1) Incubator uses and/or activities shall be subject to all applicable city, state, and federal code requirements, as well as the following operational limitations:~~

~~—(A) The use shall be permitted in the existing space of an existing industrial building or suite.~~

~~—(B) No more than one incubator, as described by this section, shall be permitted within any industrial building complex, regardless of size.~~

~~—(C) An incubator shall only be allowed as a sub-lessee of a bona fide industrial user.~~

~~—(D) The use shall occupy no more than one thousand (1,000) square feet or ten (10) percent of the total floor area of the primary industrial space from whom they sublease, whichever is less.~~

~~—(E) Parking for incubator uses shall be determined based on the parking requirement for the proposed use, in accordance with the provisions of Article 39 of the Zoning Code, governing off-street parking requirements.~~

~~—(F) Hours of operations shall be limited to those of the primary industrial use on site and not adversely impact industrial use activity or operations.~~

~~—(G) Exterior signage for the use shall be limited to window signage.~~

~~—(H) Customers of the incubator space shall be seen by appointment only.~~



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~~—(1)—Incubator uses must have restrooms available for employees and customers/clients.~~

~~—(2)—The use shall be conditionally permitted for no more than four (4) years, at which time it must vacate the space. Sub-lessee shall not assign any lease agreement, or sub-let or grant any use to the premises or any part thereof without the prior written consent of the city. Upon the termination date, the sub-lessee shall be required to vacate the premises.~~

~~—(3)—This subsection shall remain in effect only until January 1, 2023, and as of that date is repealed. Any use, as described by the section, in operation after this date shall be permitted as a non-conforming use, subject to Article 61 of the Zoning Code, and shall be allowed to lawfully continue its operations until the fourth anniversary of the approval of its conditional use permit.~~

**EXHIBIT “A”**

**PLANNING CASE NO. PL23-0005**

**FACTORS TO BE CONSIDERED / FINDINGS OF FACT**

**Zoning Code Amendment Determinations:**

1. That the public health, safety and welfare will not be adversely affected by the proposed change in that:
  - a. the proposed batch of Zoning Code amendments codify certain measures and provisions enacted on a temporary basis as part of an emergency business recovery strategy adopted through Ordinance No. 2020-23 under a Proclamation of Local Emergency that have been deployed in the community. Codifying these measures and provisions creates options for these interim regulations to become permanent, thereby eliminating uncertainty for business owners who have relied upon the business recovery strategy to modify their business practices and the public who have benefited from the changes. The proposed Zoning Code amendments are consistent with the objectives, policies, general land uses, and programs within the General Plan as they further Goal 2, Policy 2.1 of the Land Use and Community Form chapter that supports updates and revisions to the Zoning Code and and Goal 8, Policies 8.3, 8.5, and 8.6 of the Economic Prosperity chapter, goals that support the reuse of underutilized land and measures that strengthen commercial and employment centers. Among other things, the amendments create opportunities to repurpose existing parking spaces and create additional flexibility within existing industrial buildings for accessory uses while providing options for current interim regulations to become permanent, thereby eliminating uncertainty for business owners who have relied upon the business recovery strategy to modify their business practices and the public who have benefited from the changes.
2. That the property involved is suitable for the uses permitted by the proposed Zoning Code amendments in that:
  - a. there is not a project-specific site proposed for the Project. The proposed Zoning Code amendments would go into effect Citywide and would affect all properties subject to the Escondido Municipal Code and their respective land use designation and zoning district, as is appropriate for the Zoning Code amendments.

3. That the uses permitted by the proposed Zoning Code amendments would not be detrimental to surrounding properties in that:
  - a. the amendments which affect uses, such as those in Articles 26 (Industrial Zones) and 57 (Miscellaneous Use Restrictions) have been reviewed under prior ordinances adopted by the City of Escondido and reviewed for their consistency with existing uses. Additionally, because the amendments have already been in effect for over two years, there is a demonstrated record that the uses addressed have not been detrimental to surrounding properties.
4. That the proposed Zoning Code amendments are consistent with the adopted general plan in that:
  - a. the Land Use and Community Form chapter states, “Escondido’s growth and development patterns are to be managed in a way that does not overwhelm or reduce the quality of community services, safety and protection provided by the city.” The proposed Zoning Code amendments are consistent with this statement and will not adversely impact the public health, safety and welfare because those related to Articles 26 (Industrial Zones), 39 (Off-Street Parking), 57 (Miscellaneous Use Restrictions), and 66 (Sign Ordinance). are nominal in nature; and
  - b. the proposed Zoning Code amendments codify measures and provisions enacted on a temporary basis as part of an emergency business recovery strategy adopted through Ordinance No. 2020-23 under a Proclamation of Local Emergency. The proposed Zoning Code amendments are consistent with the objectives, policies, general land uses, and programs within the General Plan as they further Goal 2, Policy 2.1 of the Land Use and Community Form chapter that supports updates and revisions to the Zoning Code and Goal 8, Policies 8.3, 8.5, and 8.6 of the Economic Prosperity chapter, goals that support the reuse of underutilized land and measures that strengthen commercial and employment centers. Among other things, the amendments create opportunities to repurpose existing parking spaces and create additional flexibility within existing industrial buildings for accessory uses while providing options for current interim regulations to become permanent, thereby eliminating uncertainty for business owners who have relied upon the business recovery strategy to modify their business practices and the public who have benefited from the changes.
5. That the relationship of the proposed Zoning Code amendments is applicable to specific plans in that:
  - a. the proposed Project would not conflict with any specific plan as the proposed Zoning Code amendments are consistent with the objectives, policies, general land uses, and programs within the General Plan as they

further Goal 2, Policy 2.1 of the Land Use and Community Form chapter that supports updates and revisions to the Zoning Code and Goal 8, Policies 8.3, 8.5, and 8.6 of the Economic Prosperity chapter, goals that support the reuse of underutilized land and measures that strengthen commercial and employment centers. Among other things, the amendments create opportunities to repurpose existing parking spaces and create additional flexibility within existing industrial buildings for accessory uses while providing options for current interim regulations to become permanent, thereby eliminating uncertainty for business owners who have relied upon the business recovery strategy to modify their business practices and the public who have benefited from the changes.

## EXHIBIT B

# Business Recovery Code Modifications

## **ARTICLE 66. SIGN ORDINANCE**

### **Addition of wayfinding signs adjacent to pick-up and carry-out zones**

#### **Sec. 33-1391. Definitions.**

*The following definition is to be modified to specifically include wayfinding signs adjacent to pick-up and carry-out zones:*

(21) Directional/informational sign means an on-premises sign which contains words such as “entrance,” “in,” “out,” “rest rooms,” “no parking”, “curbside pickup”, “online orders”, or other similar words, or a sign containing arrows or characters indicating traffic directions used either in conjunction with such words or separately. The sign area shall not be greater than two square feet and the sign not higher than three feet. Signs exceeding this area and/or height may be allowed with approval of a comprehensive sign program, for car-wash, polishing, vacuuming, and detailing uses only. No directional/informational sign shall contain any advertising or trade name information, although minor business identification, not exceeding 20% of the sign area, is allowed for directional purposes. Real estate kiosk and directional signs as defined in section 33-1396(c) and (d) shall not be included in this category.

## **EXHIBIT B**

### **ARTICLE 39. OFF-STREET PARKING**

#### **Designation of off-street parking spaces for curbside pick-up, restaurant carry-out zones, and similar purposes**

##### **Sec. 33-764. Adjustments to non-residential parking.**

(e) Carry-out zones. For off-street parking facilities containing at least five existing, striped parking spaces, at least one, but no more than five percent of the total number of parking spaces on the same premises may be reserved for curbside pick-up, restaurant carry-out zones, and/or other drop-off and pick-up related uses and activities. Additional spaces may be allowed through an administrative adjustment process.

## EXHIBIT B

### ARTICLE 57. MISCELLANEOUS USE RESTRICTIONS

#### **Update of outdoor dining provisions to remove obsolete provisions and to permit the conversion of existing parking spaces to off-street outdoor dining**

##### **Sec. 33-1111. Outdoor dining provisions.**

(a) Outdoor dining for legally established restaurants and eating establishments shall be exempt from providing additional parking for an area up to 300 square feet, provided the use conforms with all required parking standards for its indoor dining area, subject to the following conditions and administrative review:

(1) The establishment requesting outdoor dining shall conform to all sections of the Municipal Code. Outdoor dining areas not in compliance with the required provisions of this article operating prior to October 5, 1994, may continue provided: (A) continuous existence; and (B) use of the outdoor dining area can be demonstrated to the satisfaction of the director department and no violations of state, federal or health and safety regulations exist.

(2) All outdoor dining furniture, including tables, chairs, umbrellas and planters, shall be movable. Umbrellas must be secured with a minimum base of not less than 60 pounds. Outdoor heaters, amplified music or speakers shall be reviewed at the time of application.

(3) No signage shall be allowed in the outdoor dining area, except for the name of the establishment on an awning or umbrella valance.

(4) The outdoor dining area may only serve food and beverages prepared or stocked for sale by the adjoining indoor eating establishment, provided that the service of alcoholic beverages solely for on-premises consumption by customers within the area of the outdoor dining area has been licensed by the state authorities to sell such beverages for consumption within the outdoor dining area.

(5) The area in which the outdoor dining area is located shall be delineated from parking spaces, drive aisles, and sidewalks by a barrier consisting of railings, fences, or walls, or a combination of railings, fences, and walls, and planter boxes that are 42 inches in height or less. Acceptable materials include decorative wrought iron, tubular steel, wood, masonry, or other durable material that is suitable for outdoor use on a permanent basis. A clear, transparent material may be used on top of the barrier, not to exceed a total height of five feet. Awnings or umbrellas may be used in conjunction with an outdoor dining area, which may also be covered with a permanent roof or shelter provided all California Building Code requirements are met. Barriers adjacent to parking stalls or drive aisles shall include reflective materials and shall be designed in a manner so as to provide protection to the outdoor dining area.

(6) The outdoor preparation of food and busing facilities are prohibited at outdoor dining areas. The presetting of tables with utensils, glasses, napkins, condiments and the like is prohibited. All exterior surfaces within the outdoor dining area shall be easily

## EXHIBIT B

cleanable and shall be kept clean at all time by the permittee. Restrooms for the outdoor dining area shall be provided in the adjoining indoor eating establishment and the outdoor dining seating shall be counted in determining the restroom requirements of the indoor restaurant.

(7) The permittee shall remove all trash and litter as they accumulate. The permittee shall be responsible for maintaining the outdoor dining area, including the floor surface, furniture and adjacent areas in a clean and safe condition.

(8) Hours of operation shall be identical to those of the indoor eating establishment.

(9) No required landscaping shall be eliminated unless replaced on-site.

(10) Outdoor dining shall meet current California Building Code and Americans with Disabilities Act requirements for accessibility.

(b) Outdoor dining for restaurants and eating establishments exceeding 300 square feet shall be subject to the conditions stated in subsection (a) of this section, as well as the following conditions:

(1) The establishment conforms with all required parking standards. Additionally, no required vehicle parking spaces shall be eliminated in order to accommodate the outdoor dining area unless replaced on-site.

(2) Additional parking shall be provided for the area exceeding 300 square feet at a ratio of that required for indoor dining areas. Additional parking shall be provided either on-site or along the street fronting the establishment, or through a joint use or other arrangement deemed appropriate by the city.

(3) Landscaping/buffering shall be incorporated into the outdoor dining area subject to planning division approval which may consist of container plants, permanent landscape areas, garden walls, temporary fencing or other satisfactory measures to delineate the area devoted for outdoor dining.

(c) Conversion of required off-street parking. The conversion of at least two and up to 25% of required off-street parking spaces for the establishment of permanent outdoor dining may be permitted as an administrative adjustment to nonresidential parking subject to the provisions of section 33-764 of this chapter

(d) Design review in accordance with Article 64 of this chapter shall be required for all outdoor dining areas.



## EXHIBIT B

### ARTICLE 26. Industrial zones

#### Modification of floor area restriction for accessory retail use in industrial areas

##### Sec. 33-565. Permitted accessory uses and structures.

(a) Accessory uses and structures are permitted in the industrial zones, provided they are incidental to and do not substantially alter the character of the permitted principal use or structure. Such permitted accessory uses and structures include, but are not limited to, the following:

**Table 33-565**

#### PERMITTED ACCESSORY USES AND STRUCTURES

Use Title	I-O	M-1	M-2	I-P
ATM kiosk				
ATM kiosk (drive-in,* drive-through*) (section 33-341)				
Fleet storage* (subject to Article 57)	P	P	P	P
Tow truck operation incidental to repair* (subject to Article 57)		P/C	P/C	
Bus stop shelters**	P	P	P	P
Cafeteria, operated in conjunction with a permitted use for the convenience of persons employed upon the premises	P	P	P	P
Caretakers' or watchperson's dwelling	P	P	P	P
Commercial sales and service uses clearly incidental and secondary to a principal permitted use as provided for in section 33-565(b)	P	P	P	P
<del>Incubator uses as provided for in section 33-565(e)</del>	-	<del>C#</del>	<del>C#</del>	-
Cottage food operations and home occupations as provided for in Article 44	P	P	P	P
Employee recreational facilities and play areas	P	P	P	P
Other accessory uses and buildings customarily appurtenant to a permitted use	P	P	P	P
Reverse vending machines* (Article 33)	P	P	P	P
Satellite dish antennas*	P	P	P	P
Storage buildings incidental to a permitted use	P	P	P	P
Storage of materials used for the construction of a building, including the contractor's temporary office, provided that such use is on the building site or immediately adjacent thereto and provided further, that such use shall be permitted only during the construction period and the 30 days thereafter	P	P	P	P

#### Notes:

\* Subject to special regulations—see section 33-700.

\*\* Subject to special regulations—see section 33-1118.

(b) Sales and service uses incidental and accessory to a principally permitted use may be permitted by the director of community development provided that the following standards are met:

(1) The operations are contained within the main structure which houses the primary use.

## EXHIBIT B

- (2) The use occupies no more than **50%** of the gross building square footage.
- (3) No retail sales or display of merchandise occur(s) outside the structure(s), or outside designated outdoor storage area.
- (4) All products offered for sale on the site are manufactured, warehoused, or assembled on the premises.

## PLANNING COMMISSION

Agenda Item No.: L  
Date: January 24, 2023

DATE: January 24, 2023  
TO: Planning Commissioners  
FROM: Adam Finestone, City Planner  
SUBJECT: Tentative Future Agenda Items

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The items listed below are anticipated to be brought to the Planning Commission for consideration, discussion, and/or recommendation to the City Council over the next several months. Because there are factors out of City staff's control, this list is subject to change. The intent is to provide visibility regarding projects that the Commission should expect to see in the near future. (Items are listed in no particular order.)

Additionally, these items shall not be considered to be agenda items for this meeting so no discussion is permitted other than clarification of what the item is.

Private Development Projects:

- Bear Valley Parkway Wireless Facility
- Ash Street Subdivision (20-lot single-family subdivision)
- West Coast Arborist (office and storage facility)

Policy Work:

- East Valley Specific Plan – Status Report
- Housing Element

Informational Presentations:

- Vehicle Miles Traveled and Traffic Impact Analysis
- General Plan Annual Progress Report
- Climate Action Plan Annual Progress Report