



CITY of ESCONDIDO

PLANNING COMMISSION MEETING

August 22, 2023 at 6:30 PM

Council Chambers: 201 North Broadway, Escondido, CA 92025

WELCOME TO YOUR COMMISSION MEETING

We welcome your interest and involvement in the legislative process of Escondido. This agenda includes information about topics coming before the Commission.

CHAIR

Rick Paul

VICE CHAIR

Katharine Barba

COMMISSIONERS

David Barber

Carrie Mecaro

Judy Fitzgerald

Barry Speer

Stan Weiler

MINUTES CLERK

Alex Rangel

HOW TO WATCH

The City of Escondido provides one way to watch a Commission meeting:

In Person



201 N. Broadway, Escondido, CA 92025

HOW TO PARTICIPATE

The City of Escondido provides two ways to communicate with the Commission during a meeting:

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



<https://escondido-ca.municodemeetings.com>



CITY of ESCONDIDO

PLANNING COMMISSION

TUESDAY, AUGUST 22, 2023

ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4869. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired – please see the City Clerk.





CITY of ESCONDIDO

PLANNING COMMISSION

TUESDAY, AUGUST 22, 2023

AGENDA

CALL TO ORDER

FLAG SALUTE

ROLL CALL

WORKSHOP

The City Clerk's office will provide training to the Planning Commission on the new City Council Chambers voting system.

APPROVAL OF MINUTES

1. August 8, 2023

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.

ORAL COMMUNICATIONS

Under state law, all items under Oral Communications can have no action, and will 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.

PUBLIC HEARINGS – Public Hearings shall start no earlier than 7:00 PM.

Please limit your testimony to three minutes.

2. **PL23-0176 and ADM19-0092 / Vermont Avenue Apartments**

REQUEST: A request to waive an existing condition of approval requiring funding ongoing operational costs of providing municipal services for an approved 44-unit apartment project.

PROPERTY SIZE AND LOCATION: The 1.05-acre site is located at the northeast corner of S. Escondido Blvd. and Vermont Avenue and is addressed at 1860, 1866, 1870 & 1896 S. Escondido Blvd. (Assessor's Parcel Number(s): 236-260-34, -35, -36 and 236-260-37-00)



CITY of ESCONDIDO

PLANNING COMMISSION

TUESDAY, AUGUST 22, 2023

APPLICANT: Vermont Escondido Apartments, LLC.

CEQA RECOMMENDATION: The previously approved project was determined to be Categorical Exemption – CEQA Guidelines Section 15332 (In-Fill Development Projects)

STAFF RECOMMENDATION: N/A

CITY COUNCIL HEARING REQUIRED: ☒ YES ☐ NO

This item will be heard at the September 12, 2023, Planning Commission meeting.

3. PL22-0221 – 1725 Bear Valley Parkway / Verizon’s Modification

REQUEST: A modification to a previously approved Conditional Use Permit (95-43-CUP) to remove five existing rooftop omnidirectional antennas and one digital dish located on the seminary rooftop, and replace with a new 62-foot-high faux eucalyptus tree to provide service coverage for new technology. The new faux eucalyptus tree will be located to the east of the existing facility, adjacent to existing parking and mature trees. The equipment enclosure will remain in its current location and the communications equipment will be modified or replaced to update and improve communication services.

PROPERTY SIZE AND LOCATION: The 8.58-acre site is located on the east side of Bear Valley Parkway and is addressed at 1725 Bear Valley Parkway (Assessor’s Parcel Number: 234-030-34-00)

APPLICANT: Verizon Westminster SD

CEQA RECOMMENDATION: Categorical Exemption – CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures)

STAFF RECOMMENDATION: Approval

CITY COUNCIL HEARING REQUIRED: ☐ YES ☒ NO

4. PL23-0270 / Extension of Time for 661 Bear Valley Development Agreement

REQUEST: A request for an Extension of Time to amend a previously executed Development Agreement for SUB15-0002, PHG15-0004, and ENV15-0001 (661 Bear Valley Parkway Development). The Extension of Time is to extend the term of the Development Agreement by two years while the applicant finalizes permits for the Final Map, grading permit, and other post-entitlement permits related to the Project.

PROPERTY SIZE AND LOCATION: The approximately 42-acre site is located on the east side of Bear Valley Parkway, and is addressed at 661 Bear Valley Parkway. (Assessor’s Parcel Numbers: 237-131-01-00 and 237-131-02-00)



CITY of ESCONDIDO

PLANNING COMMISSION

TUESDAY, AUGUST 22, 2023

APPLICANT: Trumark Homes

CEQA RECOMMENDATION: The City Council certified a Final Environmental Impact Report (SCH No. 2016111060) on August 22, 2018.

STAFF RECOMMENDATION: Recommend approval to City Council

CITY COUNCIL HEARING REQUIRED: ☒ YES ☐ NO

CURRENT BUSINESS

5. **PL23-0061 – Comprehensive Sign Ordinance Update.**

REQUEST: Status report on Sign Ordinance update based on feedback received from the Planning Commission subcommittee, and the City Council Economic Development Subcommittee.

PROPERTY SIZE AND LOCATION: Citywide

APPLICANT: Development Services Department

CEQA RECOMMENDATION: Not a project under CEQA, pursuant to CEQA Guidelines Section 15378 (b)(5)

STAFF RECOMMENDATION: None.

CITY COUNCIL HEARING REQUIRED: ☐ YES ☒ NO

6. **Comprehensive Economic Development Strategy**

REQUEST: Receive presentation on the City of Escondido's Comprehensive Economic Development Strategy.

PROPERTY SIZE AND LOCATION: Citywide

APPLICANT: N/A

CEQA RECOMMENDATION: Not a project under CEQA, pursuant to CEQA Guidelines Section 15378 (b)(2)

STAFF RECOMMENDATION: None.

CITY COUNCIL HEARING REQUIRED: N/A

FUTURE AGENDA ITEMS



CITY of ESCONDIDO

PLANNING COMMISSION

TUESDAY, AUGUST 22, 2023

ORAL COMMUNICATIONS

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PLANNING COMMISSIONERS REPORT

CITY PLANNER'S REPORT

[7.](#) Tentative Future Agenda

ADJOURNMENT



CITY of ESCONDIDO

PLANNING COMMISSION MINUTES

August 8, 2023 at 7:00 PM

Council Chambers: 201 North Broadway, Escondido, CA 92025

WELCOME TO YOUR COMMISSION MEETING

We welcome your interest and involvement in the legislative process of Escondido. This agenda includes information about topics coming before the Commission.

CHAIR

Rick Paul

VICE CHAIR

Katharine Barba

COMMISSIONERS

David Barber

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Barry Speer

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MINUTES CLERK

Alex Rangel

HOW TO WATCH

The City of Escondido provides one way to watch the Planning Commission meeting:

In Person



201 N. Broadway, Escondido, CA 92025



CITY of ESCONDIDO

PLANNING COMMISSION MINUTES

THURSDAY, AUGUST 8, 2023

MINUTES

CALL TO ORDER: 7:00 p.m.

FLAG SALUTE: Judy Fitzgerald.

ROLL CALL:

Commissioners Present: Rick Paul, Chair; Katharine Barba, Vice-Chair; David Barber, Commissioner; Judy Fitzgerald, Commissioner; Carrie Mecaro, Commissioner; Barry Speer, Commissioner; and Stan Weiler, Commissioner

Commissioner Absent: Barry Speer, Commissioner

City Staff Present: Adam Finestone, City Planner; Dare DeLano, Senior Deputy City Attorney; Owen Tunnell, Assistant City Engineer; Veronica Morones, Principal Planner; Alex Rangel, Minutes Clerk.

APPROVAL OF MINUTES: July 6, 2023

Motion: Commissioner Barber; Second: Vice-Chair Barba.

Motion carried (4-0) to approve the minutes.

Ayes: Paul, Barba, Barber, and Weiler. Abstain: Fitzgerald, and Mecaro.

APPROVAL OF MINUTES: July 11, 2023

Motion: Commissioner Barber; Second: Commissioner Weiler.

Motion carried (4-0) to approve the minutes.

Ayes: Paul, Barber, Fitzgerald, and Weiler. Abstain: Barba, and Mecaro.

WRITTEN COMMUNICATIONS:

None.

ORAL COMMUNICATIONS:

None.

PUBLIC HEARINGS:

None.

CURRENT BUSINESS:

1. 2022 General Plan Amendment Update: Draft Environmental Justice Policies and Final Draft Environmental Justice Communities



CITY of ESCONDIDO

PLANNING COMMISSION MINUTES

THURSDAY, AUGUST 8, 2023

REQUEST: Provide feedback on the final draft environmental justice communities and direction on environmental justice policy development.

PROPERTY SIZE AND LOCATION: Citywide.

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

APPLICANT: City of Escondido

STAFF RECOMMENDATION: None.

PUBLIC COMMENT:

Laura Hunter, Joe Houde, and Erika Carter spoke in favor of the Environmental Justice Element. Patricia Borchmann, Ron Askeland, Joanne Tenney, Cathy Haven, Chris Nava, Rachel Oporto, and the Sierra Club of North County submitted written comments in favor of the Environmental Justice Element.

COMMISSION DISCUSSION:

Commissioners discussed various aspects of the Environmental Justice Element, including: current and previous City outreach efforts, food and housing concerns, and the data provided by staff included within the Environmental Justice Element.

COMMISSION ACTION: None.

2. San Diego Master Plan for Senior Centers

REQUEST: Discuss San Diego Master Plan for Senior Centers

PROPERTY SIZE AND LOCATION: N/A

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

APPLICANT: N/A

STAFF RECOMMENDATION: None.

COMMISSION DISCUSSION: None.

COMMISSION ACTION: None.

FUTURE AGENDA ITEMS:

None.



CITY of ESCONDIDO

PLANNING COMMISSION MINUTES

THURSDAY, AUGUST 8, 2023

ORAL COMMUNICATIONS:

None.

PLANNING COMMISSIONERS:

None.

CITY PLANNER'S REPORT:

City Planner Finestone provided information related to the upcoming August 22, 2023, Planning Commission meeting.

ADJOURNMENT

Chair Paul adjourned the meeting at 8:30 p.m.

Adam Finestone, Secretary to the Escondido
Planning Commission

Alex Rangel, Minutes Clerk



STAFF REPORT

DATE: August 22, 2023
ADM19-0092 – Vermont Avenue Apartments

PROJECT NUMBER / NAME: PL23-0176 and ADM19-0092 / Vermont Avenue Apartments

REQUEST: A request to waive an existing condition of approval requiring funding ongoing operational costs of providing municipal services for an approved 44-unit apartment project.

PROPERTY SIZE AND LOCATION: The 1.05-acre site is located at the northeast corner of S. Escondido Blvd. and Vermont Avenue and is addressed at 1860, 1866, 1870 & 1896 S. Escondido Blvd. (Assessor's Parcel Number(s): 236-260-34, -35, -36 and 236-260-37-00)

APPLICANT: Vermont Escondido Apartments, LLC.

GENERAL PLAN / ZONING: Specific Plan Area No. 15 / Specific Plan (S-P; South Centre City Specific Plan)

PRIMARY REPRESENTATIVE: William Yang

DISCRETIONARY ACTIONS REQUESTED: Modification of a Major Plot Plan

PREVIOUS ACTIONS: The Major Plot Plan was administratively approved by the Director of Development Services on April 5, 2022.

CEQA RECOMMENDATION: The previously approved project was determined to be Categorical Exemption – CEQA Guidelines Section 15332 (In-Fill Development Projects)

STAFF RECOMMENDATION: N/A

REQUESTED ACTION: Continue item to the September 12, 2023, Planning Commission meeting.

CITY COUNCIL HEARING REQUIRED: ☒ YES ☐ NO

REPORT APPROVALS:

☐ Andrew Firestine, Director of Development Services

☒ Adam Finestone, City Planner



STAFF REPORT

DATE: August 22, 2023
PL22-0221 – 1725 Bear Valley Parkway

PROJECT NUMBER / NAME: PL22-0221 – 1725 Bear Valley Parkway / Verizon’s Modification

REQUEST: A modification to a previously approved Conditional Use Permit (95-43-CUP) to remove five existing rooftop omnidirectional antennas and one digital dish located on the seminary rooftop, and replace with a new 62-foot-high faux eucalyptus tree to provide service coverage for new technology. The new faux eucalyptus tree will be located to the east of the existing facility, adjacent to existing parking and mature trees. The equipment enclosure will remain in its current location and the communications equipment will be modified or replaced to update and improve communication services.

PROPERTY SIZE AND LOCATION: The 8.58-acre site is located on the east side of Bear Valley Parkway and is addressed at 1725 Bear Valley Parkway (Assessor’s Parcel Number: 234-030-34-00)

APPLICANT: Verizon Westminster SD

GENERAL PLAN / ZONING: Estate II (E2)/Residential Estates (RE-20; 20,000 sq. ft. minimum lot size)

PRIMARY REPRESENTATIVE: Jill Cleveland, Plancom

DISCRETIONARY ACTIONS REQUESTED: Conditional Use Permit

PREVIOUS ACTIONS: 95-43-CUP (Conditional Use Permit for roof-mounted wireless communication facility)

CEQA RECOMMENDATION: Categorical Exemption – CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures)

STAFF RECOMMENDATION: Approval

REQUESTED ACTION: Approve Planning Commission Resolution No. 2023-13

CITY COUNCIL HEARING REQUIRED: ☐ YES ☒ NO

REPORT APPROVALS: ☒ Andrew Firestine, Director of Development Services

☒ Adam Finestone, City Planner



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STAFF REPORT

Item 3.

BACKGROUND

A Conditional Use Permit was approved in 1995 (Case No. 95-43-CUP) to install rooftop wireless communication antennas, a digital dish and construct an equipment enclosure on the Westminster Theological Seminary property. However, due to coverage limitations, elevation of existing facilities and technological advancements wireless operators have been updating and relocating facilities to provide a broader range of coverage. The project is located southeast off of Bear Valley Parkway with direct access from Boyle Avenue, addressed as 1725 Bear Valley Parkway, Escondido, CA 92027. (Location Map and General Plan are attached as Attachment 1 and incorporated by this reference).

SUMMARY OF REQUEST

Verizon Wireless (VAW), LLC. ("Applicant") has submitted a request to modify the existing Conditional Use Permit (95-43-CUP) on a site within the Residential Estate (RE-20) zone and having a General Plan land use designation of Estate II (E2). The existing Verizon antennas and dish are currently located on the Seminary rooftop with a maximum height of 10 feet, and with the required equipment within an enclosure in the adjacent parking lot. The Applicant is proposing to remove the rooftop antennas and dish, and replace them with new panels on a new 62'-6" mono pole (mono-eucalyptus tree) to provide a higher elevation and service coverage for the new technology. The existing enclosure will remain in its current location but will be modified to allow for updated communication equipment. Trenching and boring is required to extend power and telecommunication lines to the new mono-eucalyptus tree location. A site plan showing general location of improvements, and proposed elevations are included as part of Exhibit "B" of the attached Resolution (see Attachment 4). Site photographic simulations illustrating the integration of the mono-eucalyptus tree are shown on Attachment 2.

SUPPLEMENTAL DETAILS OF REQUEST

1. Property Size: 8.58 acres (Westminster Theological Seminary)
2. Height: 62'-6"
3. Wireless/Pole:
 - 1) Remove rooftop wireless equipment
 - 2) Install faux mono-eucalyptus tree
4. Antennas:
 - 1) Remove five existing rooftop antennas and one digital dish
 - 2) Install 12 antennas and 6 radio units
5. Materials/Colors: The monopole, antennas and associated brackets would be painted non-reflective olive green to match tree branches and existing trees
6. Equipment: All equipment is located within the existing equipment enclosure and will be upgraded to accommodate new technology
7. Hours of Operations: 24-hour unmanned facility



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STAFF REPORT

Item 3.

8. Landscaping: Existing landscaping will remain and be protected to the possible extent. Should damage occur during construction, landscaping will be replace “in-kind,” including any damage to existing irrigation systems.

PROJECT ANALYSIS

1. General Plan Conformance:

The General Plan land use designation on the site is Estate II (E2), which allows for telecommunication as an accessory use, subject to Article 34 (Communication Antennas) within the zoned Residential Estates zone (RE-20). Wireless facilities have been previously approved and installed on the Seminary rooftop back in 1995. The proposed project would be designed to integrate into the existing Seminary campus, existing trees stand and circulation patterns.

2. Zoning or Specific Plan Conformance:

As noted, the project consists of the installation of a new 62’-6” mono-eucalyptus tree, this height exceeds the maximum height provisions of Section 33-107 for RE-20 of 35’-0”. However, pursuant to Article 56 Section 33-1075, which allows for wireless masts or other similar structures (subject to the provisions of Article 34 [Communication Antennas]) to be erected above the height limits established for the various zones provided that no portion of the structure is in excess or be deemed as an excessive or unreasonable use of space that creates an unnecessary aesthetic impact on surrounding properties, as determined by the Director of Development Services. The proposed height of the mono-eucalyptus tree is the consistent with the height of existing buildings, and landscaping.

Proximity to the new mono-eucalyptus tree:

Northeast – Existing single-family residential subdivision that is approximately 500 feet away.

Southeast – Parking lot and existing sports field immediately adjacent, with rural single-family residences beyond.

Southwest – Vacant parcels fronting Bear Valley Parkway.

Northwest – Existing Seminary campus, buildings, trees and parking lots.

3. Conformance with FCC Emission Requirements:

The operation of the wireless facility would generate radio frequency electromagnetic emissions (RF radiant). A Radio frequency (RF) and Nonionizing Electromagnetic Radiation (NIER) Analysis Report was prepared for the project by Pramira on March 14, 2022, to determine whether the proposed communication facility complies with the FCC Rules and Regulations for RF emissions for “Occupational” and “General Public” classifications per OET Bulletin 65, Edition 97-01. The study concluded that project site would be compliant with FCC rules and regulations.

4. Conformance with Section 33-703 five general principles for consideration of new facilities:



CITY of ESCONDIDO

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Item 3.

(a) Height guidelines—Utilize lowest profile technology

Given the FCC requirements related to height of facilities to provide expanded service coverage the design of the faux eucalyptus tree is 62'-6". However, pursuant to Article 56 Section 33-1075, wireless masts or other similar structures (subject to the provisions of Article 34 (Communication Antennas)) may be erected above the height limits established for the various zones.

(b) Location guidelines—Avoid proliferations that create or compound undesirable visual impacts, but also encourage co-location, where appropriate.

The project design of the faux eucalyptus tree is located within an existing stand of trees with similar characteristics to minimize visual impacts. In addition, the proposed tree site is located away from Seminary structures and the surrounding neighborhoods. The existing equipment enclosure is integrated into surrounding campus landscaping and only the equipment inside will be updated.

(c) Stealth technology guideline—Encourage creative, unobtrusive stealth technology.

The project design of the faux eucalyptus tree incorporates stealth concepts, such as similar heights, color, materials (non-reflective) and in general leaf characteristics to minimize visual impacts. Telecommunication equipment, panels, wiring, and radio units within the tree will be visually compatible with natural colors of the surrounding trees.

(d) Older facility guidelines—Encourage older facilities to upgrade using less obtrusive technology.

As noted above, the older telecommunication equipment, antennas and dish will be removed, replaced, upgraded and relocated onto a faux eucalyptus tree to expand service coverage requirements. The existing older telecommunication facility is located on an existing building and is more obtrusive than a faux eucalyptus that blends well with the existing conditions of the property.

(e) Emissions guidelines—Ensure that emissions do not exceed federal thresholds.

The applicant will upgrade their telecommunication equipment on the faux eucalyptus tree and within the existing equipment enclosure. All the upgraded equipment and ongoing operations will meet all federal emissions and radiation standards and guidelines.



CITY of ESCONDIDO

STAFF REPORT

Item 3.

FISCAL ANALYSIS

The proposed project is consistent with the City of Escondido economic policies by providing support, updated communication services, expanded wireless coverage and installation of new telecommunication systems for local residents and businesses. There are no direct fiscal impacts associated with these upgraded of telecommunications services.

ENVIRONMENTAL ANALYSIS

California Environmental Quality Act ("CEQA") Guideline's list classes of projects that have been determined not to have a significant effect on the environment and as a result are exempt from further environmental review under CEQA. The Project qualifies for an exemption under CEQA Guidelines sections 15303 (New Construction or Conversion of Small Structure). The required CEQA Notice of Exemption prepared for the Project is incorporated into this staff report as Attachment 3. The Notice of Exemption demonstrates that the Project qualifies for this exemption and will not have a significant effect on the environment

PUBLIC INPUT

The project was noticed consistent with the requirements of both the Escondido Zoning Code and the State Law. Staff has received one public comment from the public regarding the project as of the preparation of this report.

The comment raised issues regarding the placement of the mono-eucalyptus close to residential properties, impact on property values, and potential health hazards.

CONCLUSION AND RECOMMENDATION

Staff has found that the proposed project is consistent with the Communication Antennas Ordinance (Article 34 of the Escondido Zoning Code) since the existing antennas/dish currently located on the Seminary rooftop are being removed and upgraded panels will be screened as part of the new mono-eucalyptus tree. The wireless equipment within the existing enclosure will also be upgraded and modified to support the new technology. The project would not result in any adverse visual impacts since the panels would be screened/camouflaged within the proposed tree structure, coordinated panel color, have no reflective surfaces, and be located within an existing stand native trees of similar height and texture. The modified facility is located on a non-residential site in the RE-20 zone that is sufficient in size, buffered by existing buildings and distance without negatively impacting the adjacent residential properties. The facility would be in conformance with FCC emission standards.

Based on the analysis contained in this staff report, staff recommends that the Planning Commission adopt Resolution 2023-13, approving the proposed Conditional Use Permit as described in this staff report, as detailed in Exhibits "A" through "D" of Resolution No. 2023-13.

ATTACHMENTS

1. Location, General Plan Map, and Zoning Map
2. Photo Simulation
3. CEQA Notice of Exemption
4. Draft Planning Commission Resolution No. 2023-13 including Exhibits A, B, C, D



CITY of ESCONDIDO

STAFF REPORT

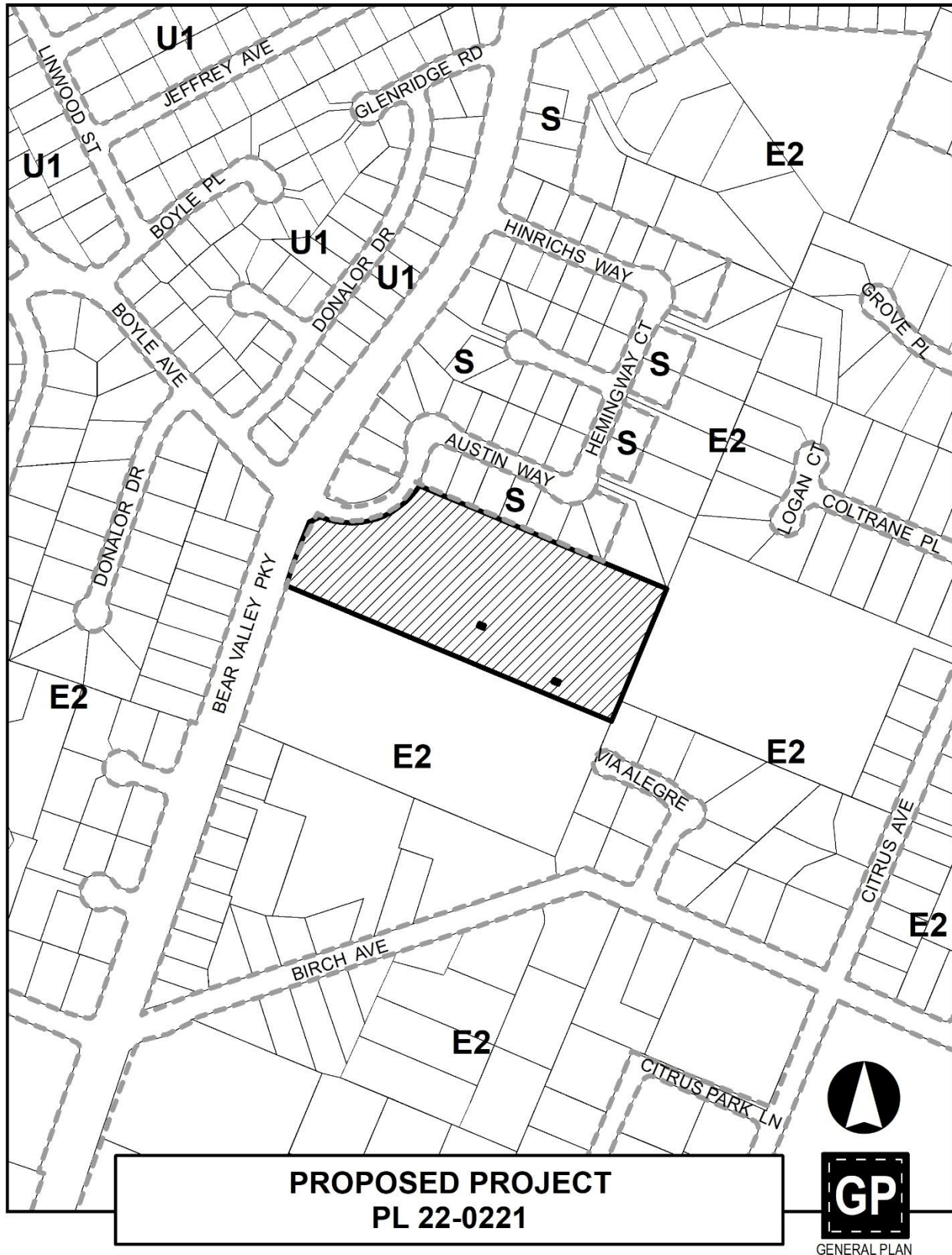
Attachment 1 Location Map, General Plan, and Zoning Map





CITY of ESCONDIDO

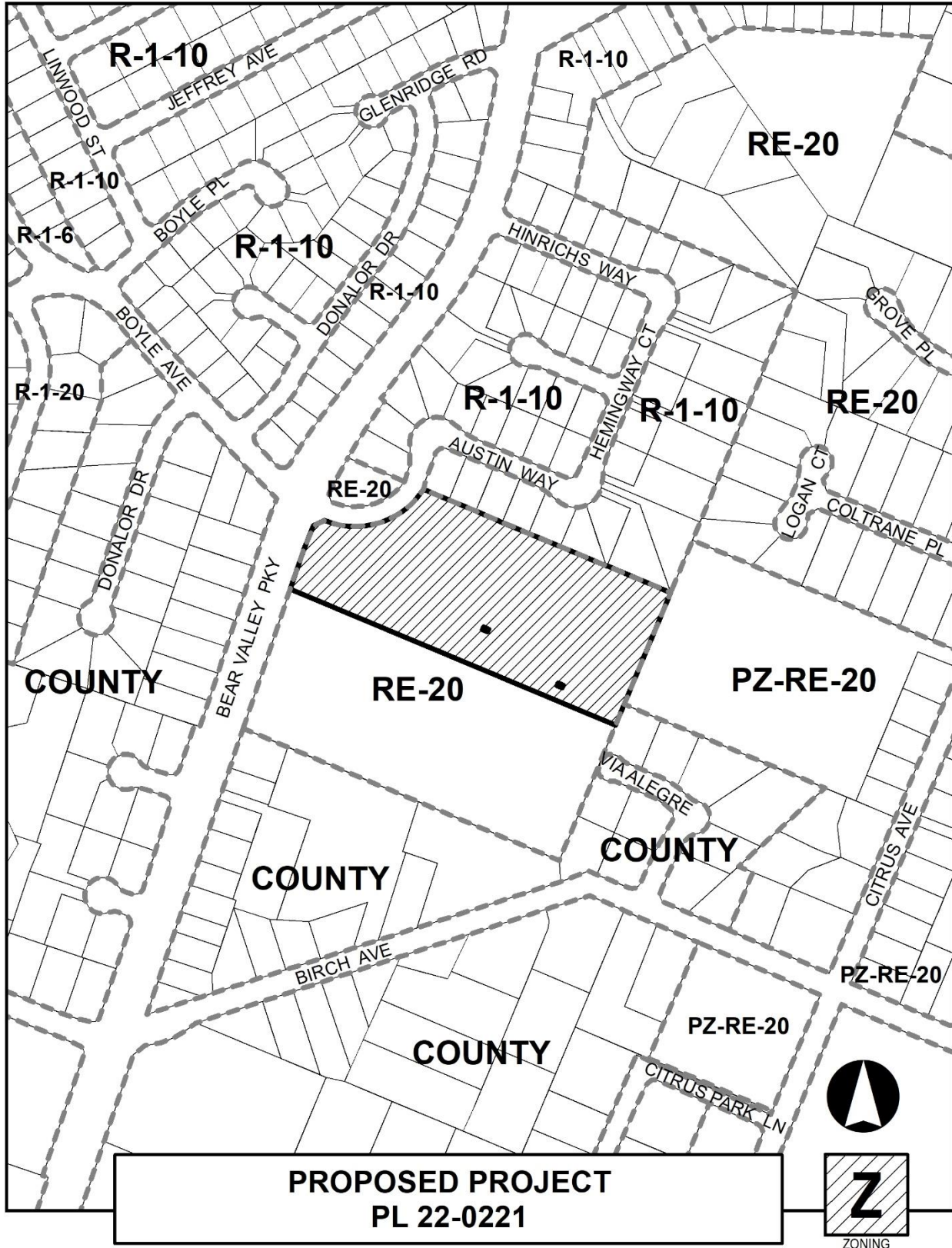
STAFF REPORT





CITY of ESCONDIDO

STAFF REPORT





CITY of ESCONDIDO

STAFF REPORT

ATTACHMENT 2

PHOTO SIMULATIONS



Westminster SD
1725 Bear Valley Pkwy
Escondido, CA 92027



These simulations are intended for graphical purposes only and not intended to be part of or to replace the information provided on the construction drawings

6/26/2023

PROPOSED
Photosimulation of proposed telecommunications site



ATTACHMENT 3

Item 3.

CITY OF ESCONDIDO
PLANNING DIVISION
201 N. BROADWAY
ESCONDIDO, CA 92025-2798
760-839-4671

Notice of Exemption

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

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

Project Title/Case No: Removal and Replacement of Wireless Communication Facility / PL22-0221

Project Location - Specific: The project is located within the Westminster Theological Seminary property, on the east side of Bear Valley Parkway, south of Boyle Avenue, and addressed as 1725 Bear Valley Parkway (APN: 234-030-34-00)

Project Location - City: Escondido

Project Location - County: San Diego

Description of Project: A modification to a previously approved Conditional Use Permit (95-43-CUP) to remove five existing rooftop omnidirectional antennas, one digital dish and replace with a new 62'-6" mono-eucalyptus tree containing 12 panel antennas and 6 radio units, in order to expand and improve communication services.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: Jill Cleveland, PlanCom, Inc., representing Verizon

Address: 302 State Place, Escondido, CA 92029

Telephone: 760-420-4833

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

Exempt Status:

The project is categorically exempt pursuant to CEQA Guidelines sections 15303 ("New Construction or Conversion of Small Structures").

Reasons why project is exempt:

The project qualifies for this exemption because the project includes the removal of an existing rooftop-mounted wireless communication facility and construction of a new 62'-6" mono-eucalyptus wireless communication facility on the subject property. The exemption applies to the new construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities; additionally, it includes the operation repair, maintenance, or minor alteration of existing public or private structures, facilities, and mechanical equipment.

Lead Agency Contact Person: Ivan Flores, Associate Planner Area Code/Telephone/Extension: 760-839-4529

Signature: _____
Ivan Flores, AICP
Associate Planner

Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

Planning Commission
Hearing Date: August 22, 2023
Effective Date: September 2, 2023

PLANNING COMMISSION RESOLUTION NO. 2023-13

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING THE MODIFICATION OF A
CONDITIONAL USE PERMIT TO REMOVE AN
EXISTING ROOF-MOUNTED WIRELESS
COMMUNICATION AND CONSTRUCT A NEW FAUX
EUCALYPTUS WIRELESS COMMUNICATION
FACILITY

APPLICANT: Verizon Wireless (VAW), LLC

CASE NO: PL22-0221

WHEREAS, Verizon Wireless ("Applicant"), filed a land use development application, Planning Case No. PL22-0221 ("Application"), with the City of Escondido ("City") constituting a request to modify an existing Conditional Use Permit (95-43-CUP) to remove five rooftop omnidirectional antennae and a digital dish and construct a new mono-eucalyptus tree to expand, upgrade, and improve communication services; and

WHEREAS, the proposed wireless facility ("Project") is located on the Westminster Theological Seminary property located at 1725 Bear Valley Parkway (APN 234-030-34-00), in the Residential Estates (RE-20) zone and has a General Plan Land Use designation of Estate II (E2); and

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

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the 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, wireless communication facilities are permitted uses within the Residential Estates zone (RE-20), subject to the approval of a Conditional Use Permit, in accordance with Section 33-706 of the Escondido Zoning Code; and

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

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

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

WHEREAS, on August 22, 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

person's 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 August 22, 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.

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

1. The above recitations are true and correct.
2. The Planning Commission, in its independent judgement, has determined the Project to be exempt from environmental review pursuant to CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures). The Project qualifies for the "New Construction or Conversion of Small Structures" exemption because Class 3 is defined as projects that are consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in

small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. In addition, the operation, repair, maintenance, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that previously existing at the time of the lead Agency determination. The project is to remove and replace outdated communications equipment from a lower elevation Seminary rooftop and to install a 62'-6" mono pole to meet height service coverage requirements.

3. The project does not involve the use of significant amounts of hazardous substances; and is serviced by all necessary public services and facilities and the site is connected to City sewer and water services.

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 attached hereto as Exhibit "C" relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the Planning Commission reached a decision on the matter as hereinafter set forth.

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

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

6. The Planning Commission, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Diego in accordance with the CEQA Guidelines.

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

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

1. NOTICE IS HEREBY GIVEN that the Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Planning Division and Engineering Division of the Development Services Department. 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, 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 22th day of August, 2023, by the following vote, to wit:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSTAINED: COMMISSIONERS:

ABSENT: COMMISSIONERS:

Rick Paul, 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.

Alexander Rangel, Minutes Clerk
Escondido Planning Commission

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

Exhibit “A”

Legal Description

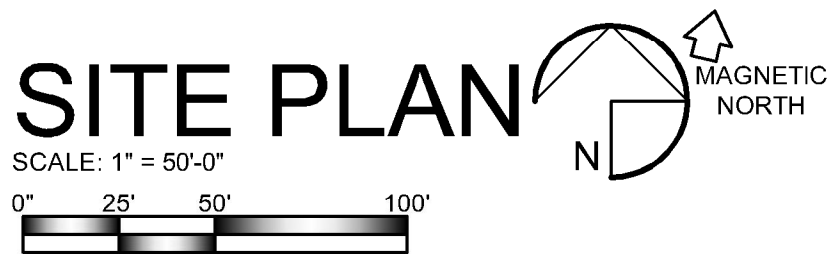
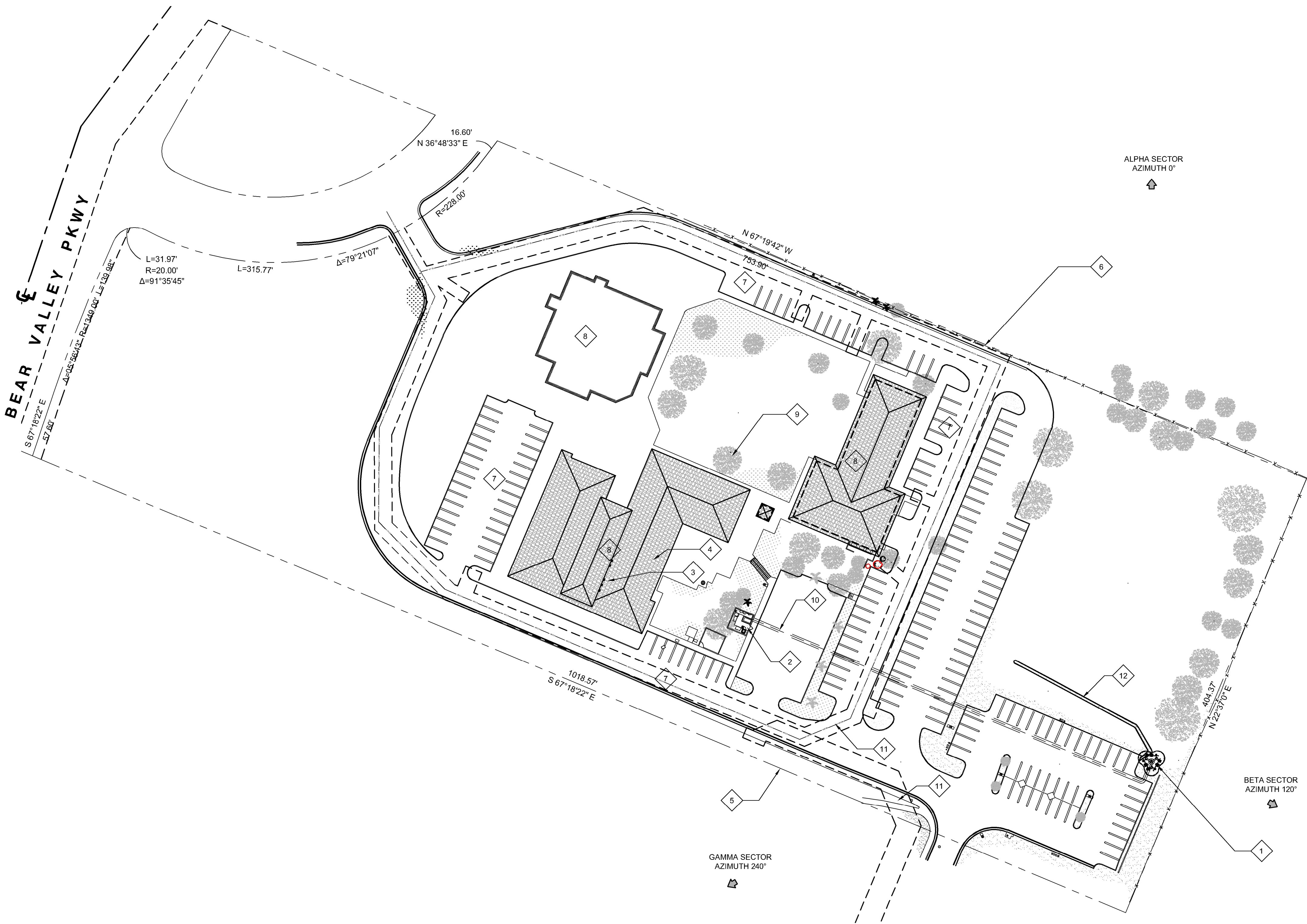
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DEIGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN: 234-030-34-00

LOT “K” IN BLOCK 241 OF THE RESUBDIVISION OF PART OF CLOCK 241 OF THE RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF 1427, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 4, 1912.



T-1



KEYED NOTES:

- 1 INSTALL (1) (N) VERIZON WIRELESS 62'-0" MONOEUCALYPTUS
INSTALL (12) (N) ANTENNAS
INSTALL (6) (N) RADIO UNITS
INSTALL (3) (N) RAYCAP UNITS
INSTALL (3) (N) DUAL-MOUNT ANTENNA BRACKETS
SEE ANTENNA PLANS SHEET A-3
- 2 (E) VERIZON WIRELESS EQUIPMENT ENCLOSURE
REMOVE (1) (E) 6102 CMO EQUIPMENT CABINET
INSTALL (1) (N) CONTROLLED CLIMATE EQUIPMENT CABINET
INSTALL (2) (N) RAYCAP UNITS
INSTALL (3) (N) 6x12 HYBRID TRUNK LINES
SEE EQUIPMENT PLAN SHEET A-2
- 3 REMOVE (5) (E) VERIZON WIRELESS OMNI ANTENNAS & MOUNTS, &
(2) (E) RADIOS FROM (E) BUILDING. REMOVE ALL CABLES
- 4 (E) ELECTRICAL METER W/ 200AMP 240VOLT PULL-OUT FUSE INSIDE
(E) ELECTRICAL ROOM
- 5 PROPERTY LINE, TYPICAL
- 6 (E) CHAIN LINK FENCE
- 7 (E) PARKING AREA
- 8 (E) BUILDING
- 9 (E) TREE, TYP
- 10 (N) 3'-0" WIDE TRENCH FOR (N) CABLE CONDUIT (APPROX. 400' LENGTH)
- 11 PUBLIC WATER EASEMENT
- 12 (E) CONCRETE DRAINAGE SWALE

CITY OF ESCONDIDO WATER SERVICE NOTES:

- ALL WATER SERVICES AND FIRE HYDRANT SERVICES, CUT OR DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED FROM THE WATER MAIN TO THE METER/FIRE HYDRANT, PER CITY OF ESCONDIDO STANDARD DRAWING W-1-E, W-2-E AND/OR W-3-E.
- MAINTAIN A MINIMUM OF 5' HORIZONTAL AND 1' VERTICAL SEPARATION FROM ALL CITY OF ESCONDIDO WATER AND SEWER MAINS. THE SEPARATION SHALL BE FROM OUTSIDE OF PIPE TO OUTSIDE OF CONDUIT/PIPE.

EASEMENTS:

ALL EASEMENTS SHOWN REFLECT PRELIMINARY RECORDS RESEARCH OF RECORDED PARCEL MAPS. EASEMENTS ARE SUBJECT TO REVIEW OF TITLE REPORT.

BOUNDARY NOTE:

THE PROJECT BOUNDARY SHOWN ON THIS DRAWING IS APPROXIMATE AND IS SHOWN FOR REFERENCE ONLY. A COMPLETE BOUNDARY SURVEY WAS NOT PERFORMED.

ISSUE STATUS

REV.	DATE	DESCRIPTION	BY
0	01/26/22	90% ZD REVIEW	CB
1	02/21/22	100% ZD	CB
2	02/25/22	100% ZD SA COMMENTS	RW
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4	03/17/23	90% ZD NEW LOC	RW
5	04/14/23	90% ZD DRM COMMENTS	RW
6	04/24/23	100% ZD	RW

PLANCOM
TELECOMMUNICATIONS PROJECT MANAGEMENT

16776 BERNARDO CENTER DRIVE, UNIT 203
SAN DIEGO, CA 92128

PROPRIETARY INFORMATION

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verizon
15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618

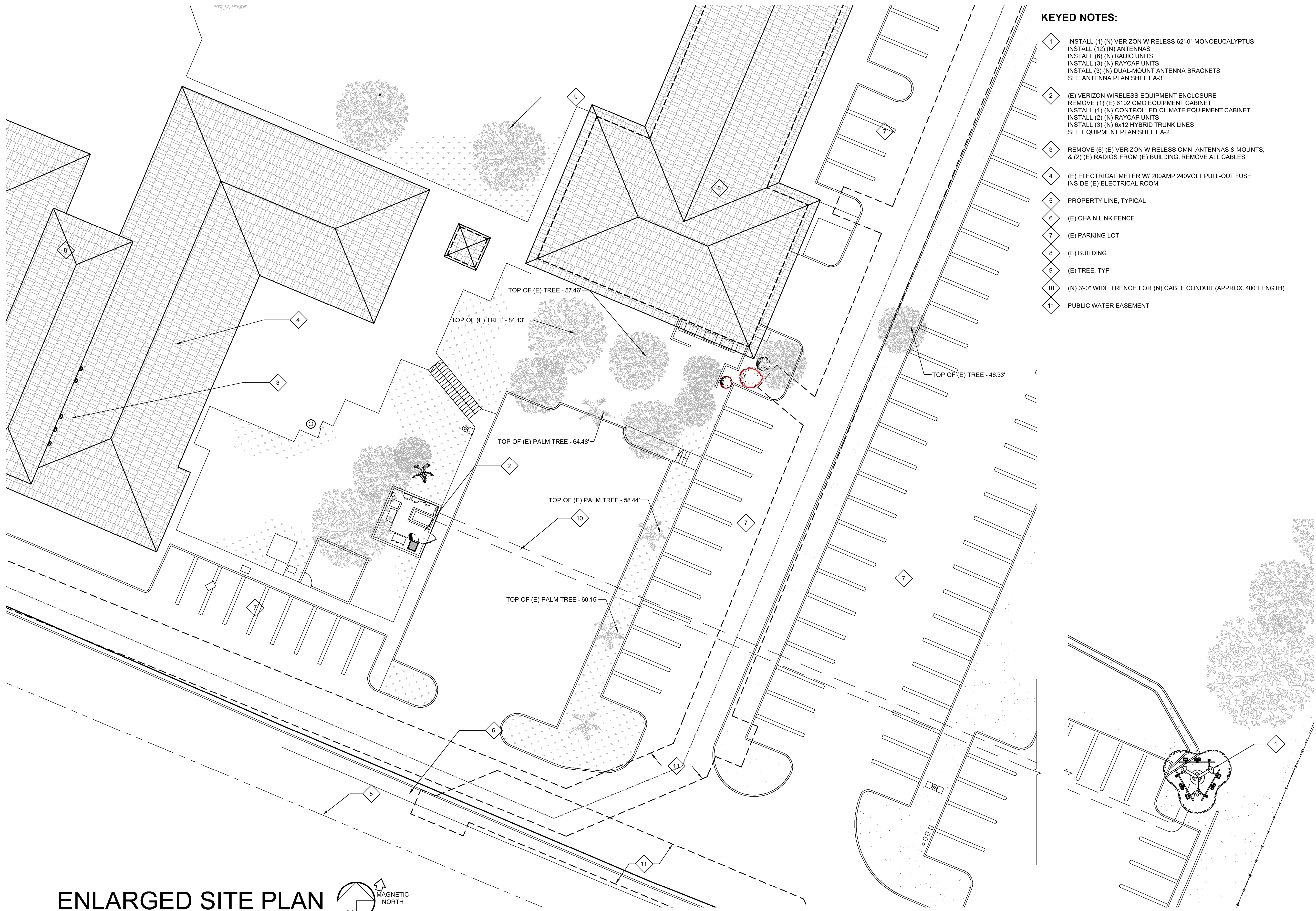
WESTMINSTER SD
L-SUB6

1725 BEAR VALLEY PARKWAY
ESCONDIDO, CA 92027

SHEET TITLE:

SITE PLAN

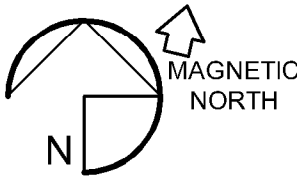
A-0



- KEYED NOTES:**
- 1 INSTALL (1) (N) VERIZON WIRELESS 62'-0" MONOEUCALYPTUS
INSTALL (12) (N) ANTENNAS
INSTALL (6) (N) RADIO UNITS
INSTALL (3) (N) RAYCAP UNITS
INSTALL (3) (N) DUAL-MOUNT ANTENNA BRACKETS
SEE ANTENNA PLAN SHEET A-3
 - 2 (E) VERIZON WIRELESS EQUIPMENT ENCLOSURE
REMOVE (1) (E) 6102 CMO EQUIPMENT CABINET
INSTALL (1) (N) CONTROLLED CLIMATE EQUIPMENT CABINET
INSTALL (2) (N) RAYCAP UNITS
INSTALL (3) (N) 6x12 HYBRID TRUNK LINES
SEE EQUIPMENT PLAN SHEET A-2
 - 3 REMOVE (5) (E) VERIZON WIRELESS OMNI ANTENNAS & MOUNTS,
& (2) (E) RADIOS FROM (E) BUILDING. REMOVE ALL CABLES
 - 4 (E) ELECTRICAL METER W/ 200AMP 240VOLT PULL-OUT FUSE
INSIDE (E) ELECTRICAL ROOM
 - 5 PROPERTY LINE, TYPICAL
 - 6 (E) CHAIN LINK FENCE
 - 7 (E) PARKING LOT
 - 8 (E) BUILDING
 - 9 (E) TREE, TYP
 - 10 (N) 3'-0" WIDE TRENCH FOR (N) CABLE CONDUIT (APPROX. 400' LENGTH)
 - 11 PUBLIC WATER EASEMENT

ENLARGED SITE PLAN

SCALE: 1/16" = 1'-0"
0" 8" 16" 32"



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6	04/24/23	100% ZD	RW

PLANCOM
TELECOMMUNICATIONS PROJECT MANAGEMENT

16776 BERNARDO CENTER DRIVE, UNIT 203
SAN DIEGO, CA 92128

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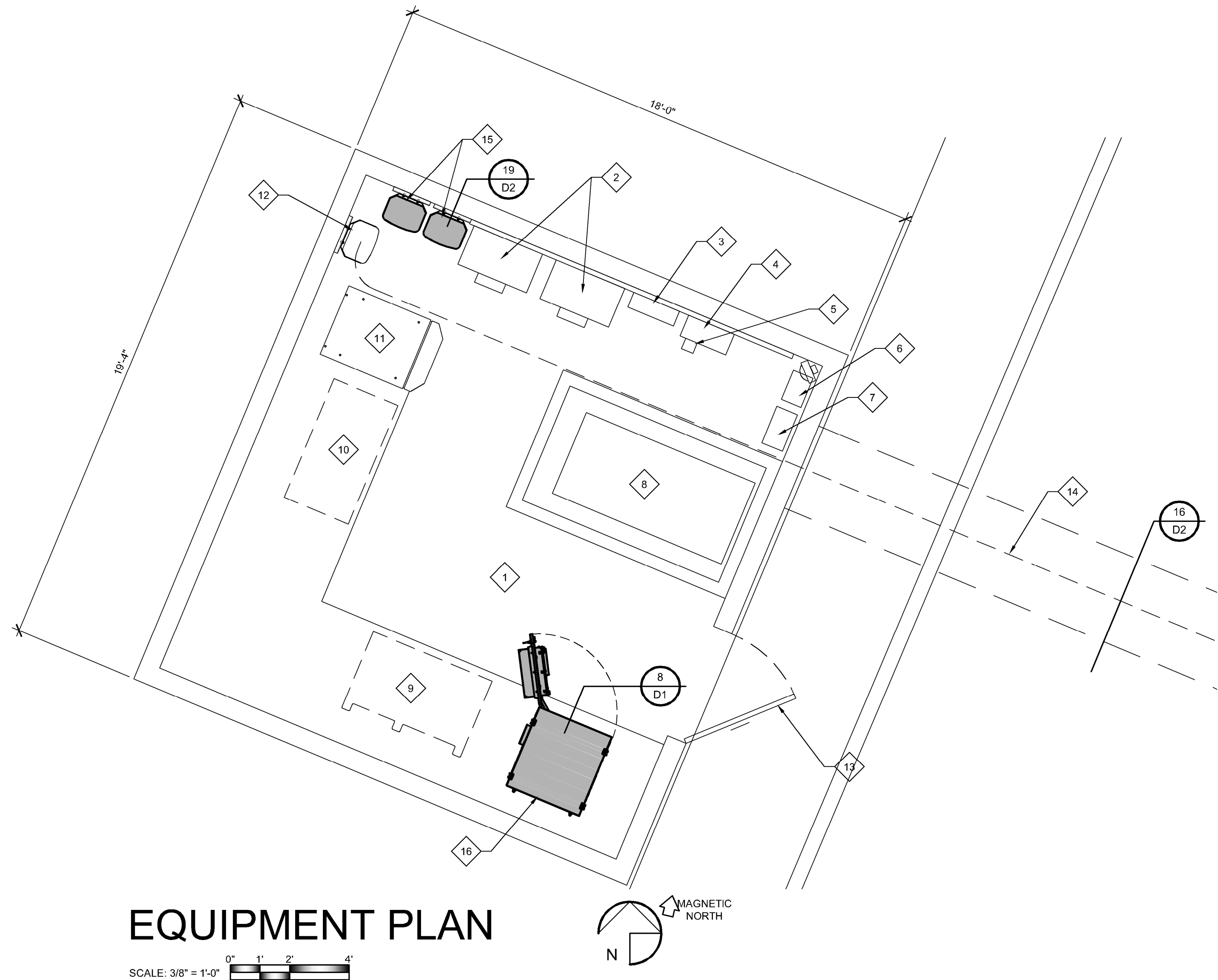
verizon
15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618

WESTMINSTER SD
L-SUB6

1725 BEAR VALLEY PARKWAY
ESCONDIDO, CA 92027

SHEET TITLE:
ENLARGED
SITE PLAN

A-1



EQUIPMENT PLAN

SCALE: 3/8" = 1'-0"

KEYED NOTES:

- 1 (E) VERIZON WIRELESS EQUIPMENT ENCLOSURE
- 2 (E) WALL MOUNTED FIBER BOX
- 3 (E) WALL MOUNTED ELECTRICAL PANEL W/ 200A MAIN BREAKER
- 4 (E) WALL MOUNTED MANUAL TRANSFER SWITCH (MTS)
- 5 (E) WALL MOUNTED GENERATOR RECEPTACLE
- 6 (E) WALL MOUNTED AUTOMATIC TRANSFER SWITCH (ATS)
- 7 (E) WALL MOUNTED FUSED DISCONNECT SWITCH
- 8 (E) 20kW STANDBY GENERATOR WITH A 52 GALLON DIESEL FUEL TANK
- 9 REMOVE (E) CMO CABINET
- 10 REMOVE (E) 6102 LTE CABINET
- 11 (E) RBA CABINET WITH POWER PLANT & BATTERIES
- 12 (E) WALL MOUNTED 3315 TYPE RAYCAP UNIT
- 13 (E) METAL GATE WITH SITE SIGNAGE
- 14 INSTALL (3) (N) 6x12 HYBRID TRUNK LINES (APPROX. CABLE LENGTH = 480') IN (N) 3'-0" WIDE CONDUIT TRENCH (APPROX. TRENCH LENGTH = 380')
- 15 INSTALL (2) (N) 3315 TYPE RAYCAP UNITS MOUNTED TO WALL
- 16 INSTALL (N) CLIMATE CONTROLLED EQUIPMENT CABINET (CCEC) SIZE: 72"H x 36"W x 40"D, WEIGHT: 4385 LBS MAX.

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6	04/24/23	100% ZD	RW

PLANCOM
TELECOMMUNICATIONS PROJECT MANAGEMENT

16776 BERNARDO CENTER DRIVE, UNIT 203
SAN DIEGO, CA 92128

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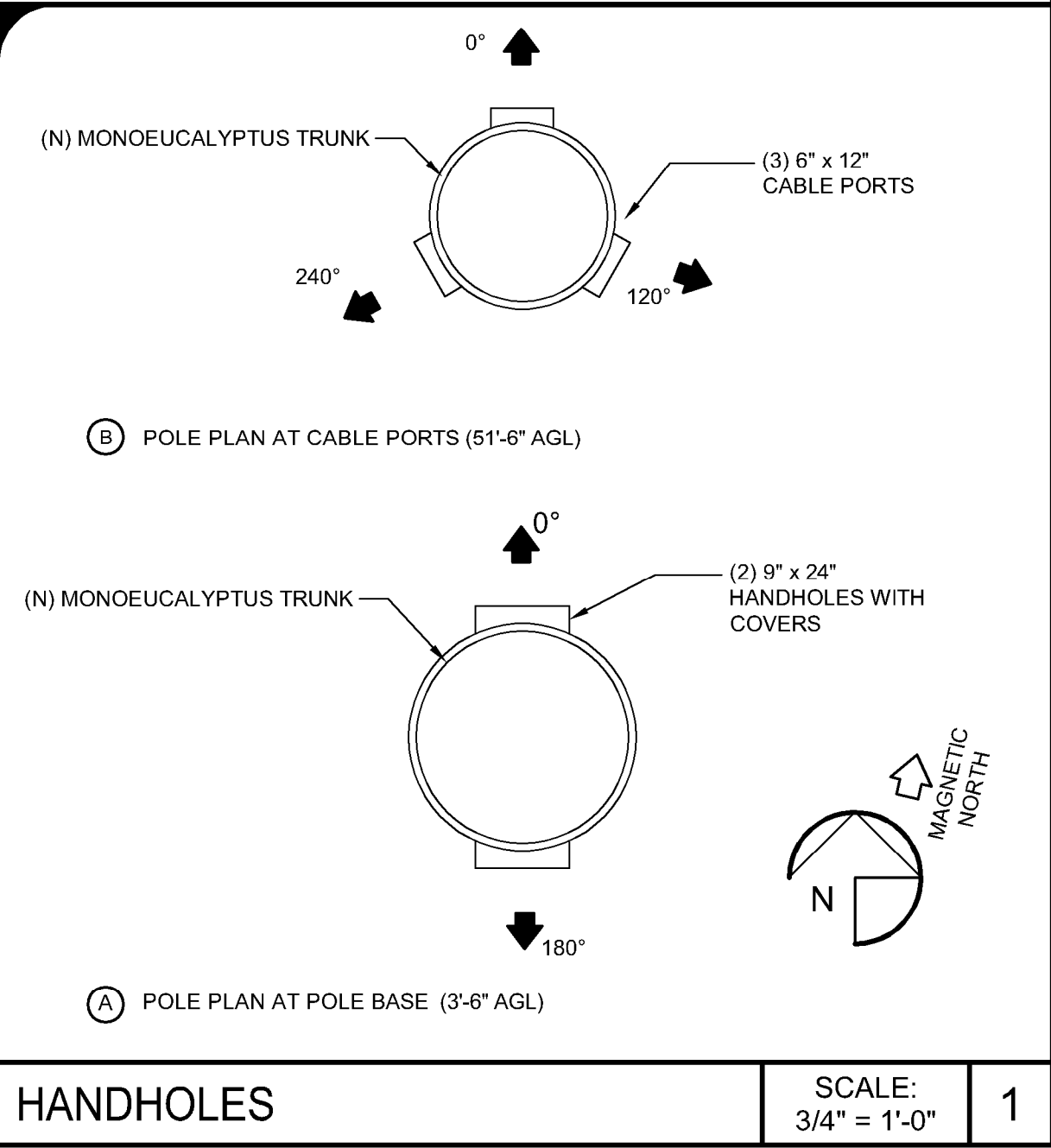
verizon
15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618

WESTMINSTER SD
L-SUB6

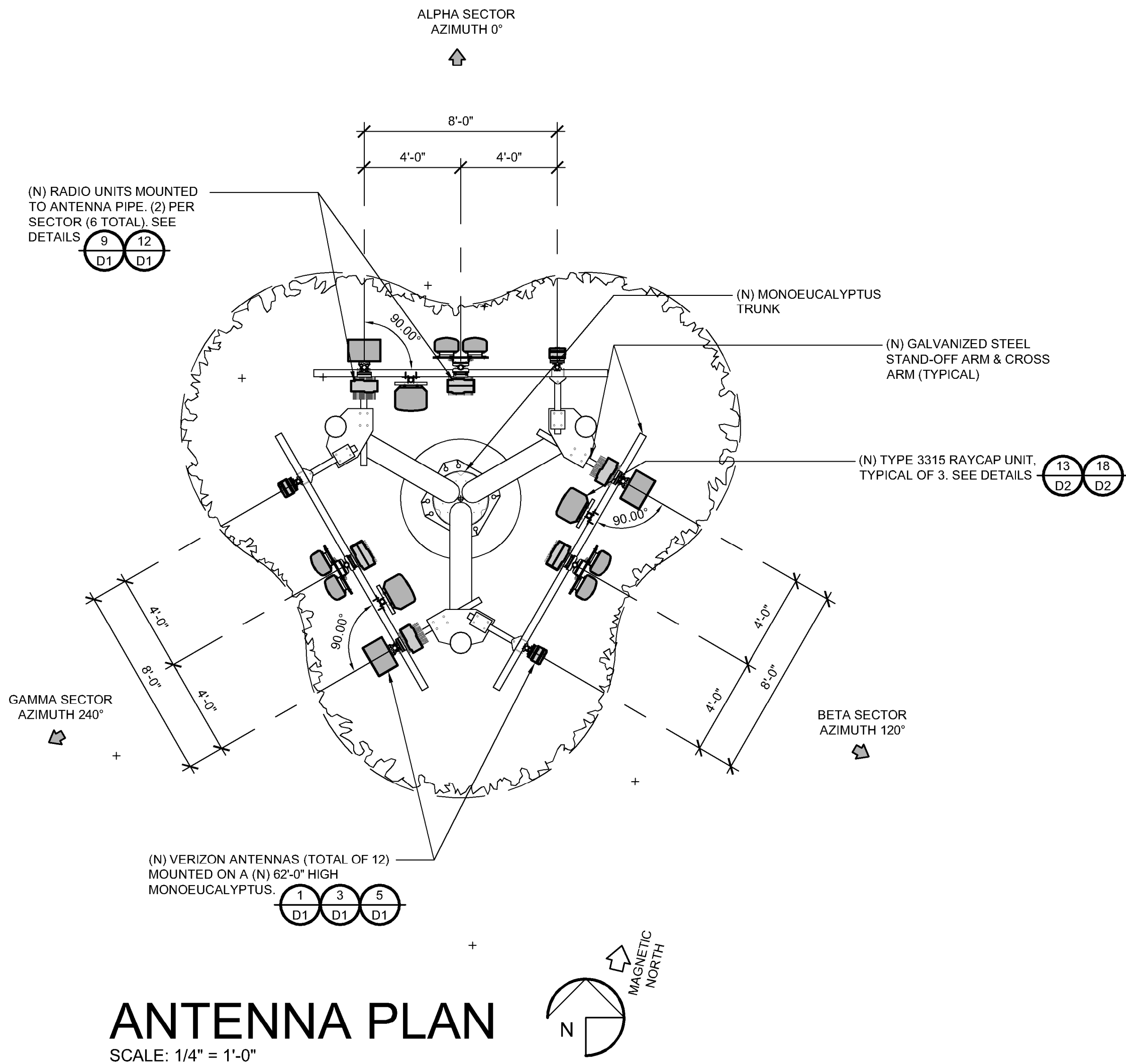
1725 BEAR VALLEY PARKWAY
ESCONDIDO, CA 92027

SHEET TITLE:
EQUIPMENT PLANS

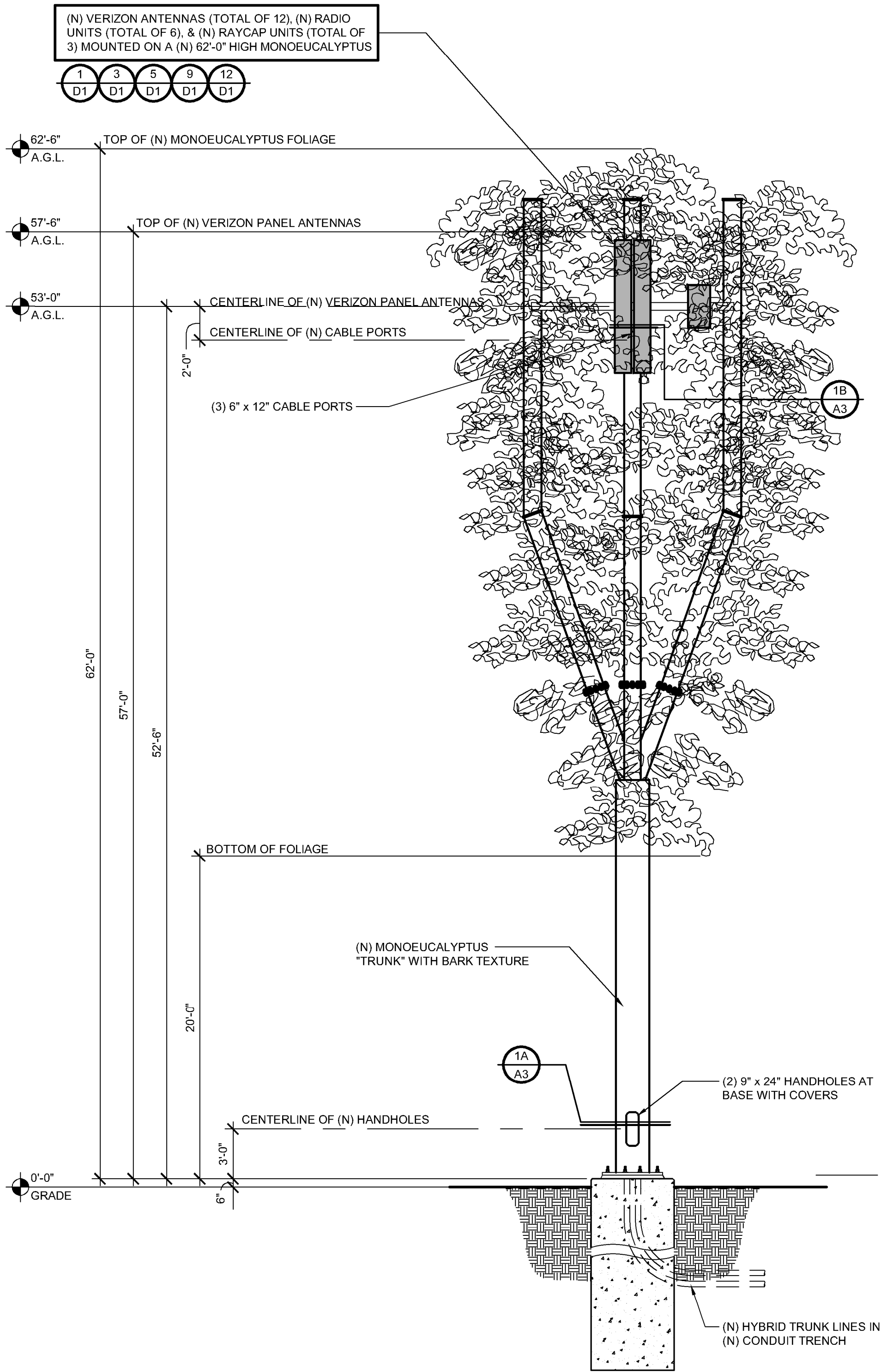
A-2



PROPOSED VERIZON ANTENNA SCHEDULE						
ANTENNA NUMBER	ANTENNA MODEL	RAD CENTER	AZIMUTH	COAX / FIBER CABLE LENGTH	RADIO UNIT TYPE	ACTIVE TECHNOLOGY
A1	ERICSSON: AIR6449	53'-0"	0°	-	-	L-SUB6
A2	COMSCOPE: NHH-65C-R2B				4449	L700 / L850 / AWS
A3	COMSCOPE: NHH-65C-R2B				8843	L700 / L850 / PCS
A4	ERICSSON: KRE105281/1				-	CBRS
B1	ERICSSON: AIR6449	53'-0"	120°	-	-	L-SUB6
B2	COMSCOPE: NHH-65C-R2B				4449	L700 / L850 / AWS
B3	COMSCOPE: NHH-65C-R2B				8843	L700 / L850 / PCS
B4	ERICSSON: KRE105281/1				-	CBRS
C1	ERICSSON: AIR6449	53'-0"	240°	-	-	L-SUB6
C2	COMSCOPE: NHH-65C-R2B				4449	L700 / L850 / AWS
C3	COMSCOPE: NHH-65C-R2B				8843	L700 / L850 / PCS
C4	ERICSSON: KRE105281/1				-	CBRS



- NOTES:**
- THE FAUX BRANCHES SHALL EXTEND MINIMUM 24" BEYOND THE ANTENNAS OR THE TOWER-MOUNTED TELECOM COMPONENT FURTHEST FROM THE TRUNK.
 - THE FRONT (SIGNALING SURFACES) OF ANTENNAS "3/D1" & "5/D1" CANNOT BE COVERED BY FOLIAGE "SOCKS". THE GENERAL CONTRACTOR SHALL INSTALL 3M FILM ON THESE ANTENNAS ONLY, AS DIRECTED BY THE VERIZON CONSTRUCTION MANAGER. FILM SHALL COVER THE ENTIRE FACE & SIDES OF EACH ANTENNA UNIT. FILM COLOR SHALL MATCH THE MONOEUCALYPTUS TREE. DO NOT PAINT THE BOTTOM OR BACKS OF THESE ANTENNA UNITS.
 - ALL PANEL ANTENNAS, RADIOS, & RAYCAP UNITS, WITH THE EXCEPTION OF THE ANTENNAS SPECIFIED IN NOTE 2, SHALL BE COMPLETELY WRAPPED WITH "SOCKS" WITH FAUX LEAF COVERINGS. VERIZON WIRELESS SHALL BE RESPONSIBLE FOR MAINTAINING ALL COVERS IN GOOD CONDITION AT ALL TIMES.
 - THE ENTIRE LENGTH OF THE MONOEUCALYPTUS TRUNK AND ALL BRANCHES SHALL BE FINISHED WITH THREE-DIMENSIONAL FAUX WOOD BARK COVERING. VERIZON WIRELESS SHALL BE RESPONSIBLE FOR MAINTAINING THE FAUX WOOD BARK COVERING IN GOOD CONDITION AT ALL TIMES.
 - ANY PART OF PANEL ANTENNAS, RADIOS, & RAYCAP UNITS NOT WITHIN THE CAMOUFLAGE "SOCKS" AND ALL MOUNTING HARDWARE OUTSIDE THE MONOEUCALYPTUS TRUNK AND ALL CABLES OUTSIDE THE MONOEUCALYPTUS TRUNK SHALL BE PAINTED A CAMOUFLAGE PATTERN OF BROWNS AND GREENS.
 - MOUNTING HARDWARE SHALL ONLY BE PROVIDED FOR ANTENNAS AND COMPONENTS INSTALLED AS PART OF THIS PROJECT. NO UNUSED OR "FUTURE" HARDWARE OR MOUNTS MAY BE INSTALLED.



ISSUE STATUS

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0	01/26/22	90% ZD REVIEW	CB
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5	04/14/23	90% ZD DRM COMMENTS	RW
6	04/24/23	100% ZD	RW

PLANCOM
TELECOMMUNICATIONS PROJECT MANAGEMENT

16776 BERNARDO CENTER DRIVE, UNIT 203
SAN DIEGO, CA 92128

PROPRIETARY INFORMATION

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verizon
15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618

WESTMINSTER SD
L-SUB6

1725 BEAR VALLEY PARKWAY
ESCONDIDO, CA 92027

SHEET TITLE:
ANTENNA PLAN &
MONOEUCALYPTUS
ELEVATION

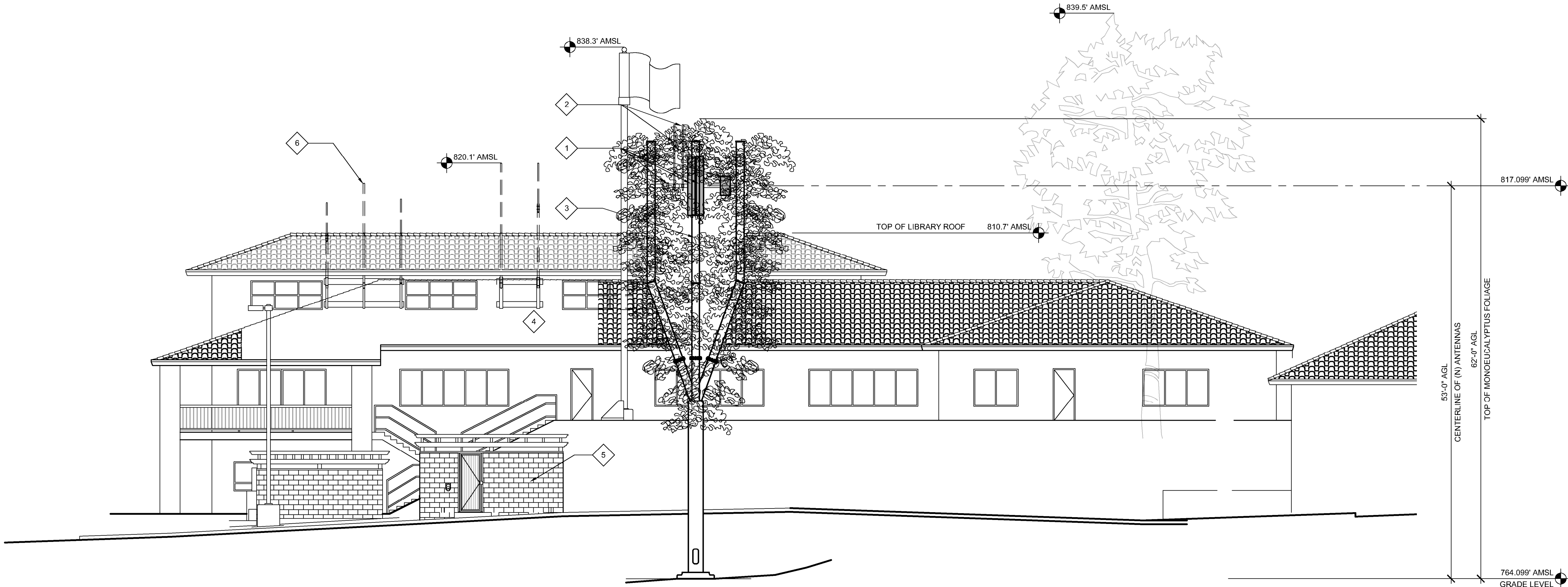
A-3

NOTES:

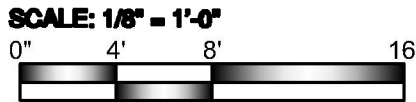
1. THE FAUX BRANCHES SHALL EXTEND MINIMUM 24" BEYOND THE ANTENNAS OR THE TOWER-MOUNTED TELECOM COMPONENT FURTHEST FROM THE TRUNK.
2. THE FRONT (SIGNALING SURFACES) OF ANTENNAS "3/D1" & "5/D1" CANNOT BE COVERED BY FOLIAGE "SOCKS". THE GENERAL CONTRACTOR SHALL INSTALL 3M FILM ON THESE ANTENNAS ONLY, AS DIRECTED BY THE VERIZON CONSTRUCTION MANAGER. FILM SHALL COVER THE ENTIRE FACE & SIDES OF EACH ANTENNA UNIT. FILM COLOR SHALL MATCH THE MONOEUCALYPTUS TREE. DO NOT PAINT THE BOTTOM OR BACKS OF THESE ANTENNA UNITS.
3. ALL PANEL ANTENNAS, RADIOS, & RAYCAP UNITS, WITH THE EXCEPTION OF THE ANTENNAS SPECIFIED IN NOTE 2, SHALL BE COMPLETELY WRAPPED WITH 'SOCKS' WITH FAUX LEAF COVERINGS. VERIZON WIRELESS SHALL BE RESPONSIBLE FOR MAINTAINING ALL COVERS IN GOOD CONDITION AT ALL TIMES.
4. THE ENTIRE LENGTH OF THE MONOEUCALYPTUS TRUNK AND ALL BRANCHES SHALL BE FINISHED WITH THREE-DIMENSIONAL FAUX WOOD BARK COVERING. VERIZON WIRELESS SHALL BE RESPONSIBLE FOR MAINTAINING THE FAUX WOOD BARK COVERING IN GOOD CONDITION AT ALL TIMES.
5. ANY PART OF PANEL ANTENNAS, RADIOS, & RAYCAP UNITS NOT WITHIN THE CAMOUFLAGE 'SOCKS' AND ALL MOUNTING HARDWARE OUTSIDE THE MONOEUCALYPTUS TRUNK AND ALL CABLES OUTSIDE THE MONOEUCALYPTUS TRUNK SHALL BE PAINTED A CAMOUFLAGE PATTERN OF BROWNS AND GREENS.
6. MOUNTING HARDWARE SHALL ONLY BE PROVIDED FOR ANTENNAS AND COMPONENTS INSTALLED AS PART OF THIS PROJECT. NO UNUSED OR "FUTURE" HARDWARE OR MOUNTS MAY BE INSTALLED.

KEYED NOTES:

- 1 INSTALL (N) VERIZON WIRELESS ANTENNA
- 2 RELOCATED VERIZON WIRELESS OMNI ANTENNA
- 3 INSTALL (N) MONOEUCALYPTUS
- 4 (E) BUILDING
- 5 (E) VERIZON EQUIPMENT SHELTER
- 6 REMOVE (5) (E) VERIZON OMNI ANTENNAS & MOUNTS



EAST ELEVATION (PARTIAL)



ISSUE STATUS

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PLANCOM
TELECOMMUNICATIONS PROJECT MANAGEMENT

16776 BERNARDO CENTER DRIVE, UNIT 203
SAN DIEGO, CA 92128

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verizon
15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618

WESTMINSTER SD
L-SUB6

1725 BEAR VALLEY PARKWAY
ESCONDIDO, CA 92027

SHEET TITLE:
EXTERIOR ELEVATION

A-4

NOTES:

1. THE FAUX BRANCHES SHALL EXTEND MINIMUM 24" BEYOND THE ANTENNAS OR THE TOWER-MOUNTED TELECOM COMPONENT FURTHEST FROM THE TRUNK.
2. THE FRONT (SIGNALING SURFACES) OF ANTENNAS "3/D1" & "5/D1" CANNOT BE COVERED BY FOLIAGE "SOCKS". THE GENERAL CONTRACTOR SHALL INSTALL 3M FILM ON THESE ANTENNAS ONLY, AS DIRECTED BY THE VERIZON CONSTRUCTION MANAGER. FILM SHALL COVER THE ENTIRE FACE & SIDES OF EACH ANTENNA UNIT. FILM COLOR SHALL MATCH THE MONOEUCALYPTUS TREE. DO NOT PAINT THE BOTTOM OR BACKS OF THESE ANTENNA UNITS.
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KEYED NOTES:

- 1 INSTALL (N) VERIZON WIRELESS ANTENNA
- 2 RELOCATED VERIZON WIRELESS OMNI ANTENNA
- 3 INSTALL (N) MONOEUCALYPTUS
- 4 (E) BUILDING
- 5 (E) VERIZON EQUIPMENT SHELTER
- 6 REMOVE (5) (E) VERIZON OMNI ANTENNAS & MOUNTS
- 7 (E) PAVED PARKING



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PLANCOM
TELECOMMUNICATIONS PROJECT MANAGEMENT

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SAN DIEGO, CA 92128

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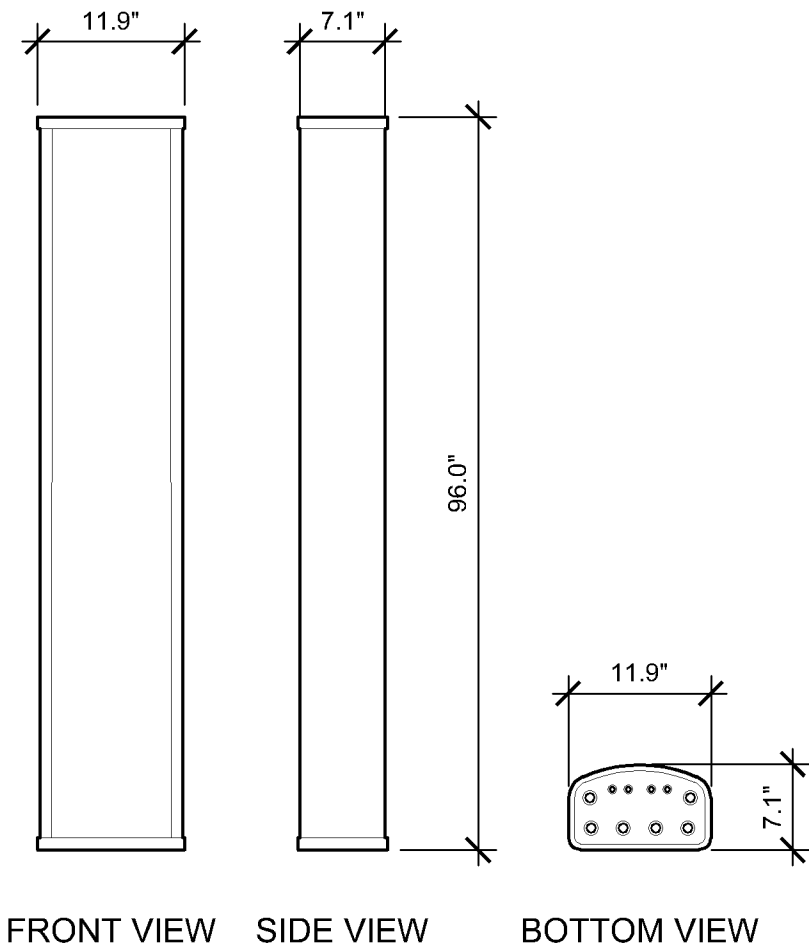
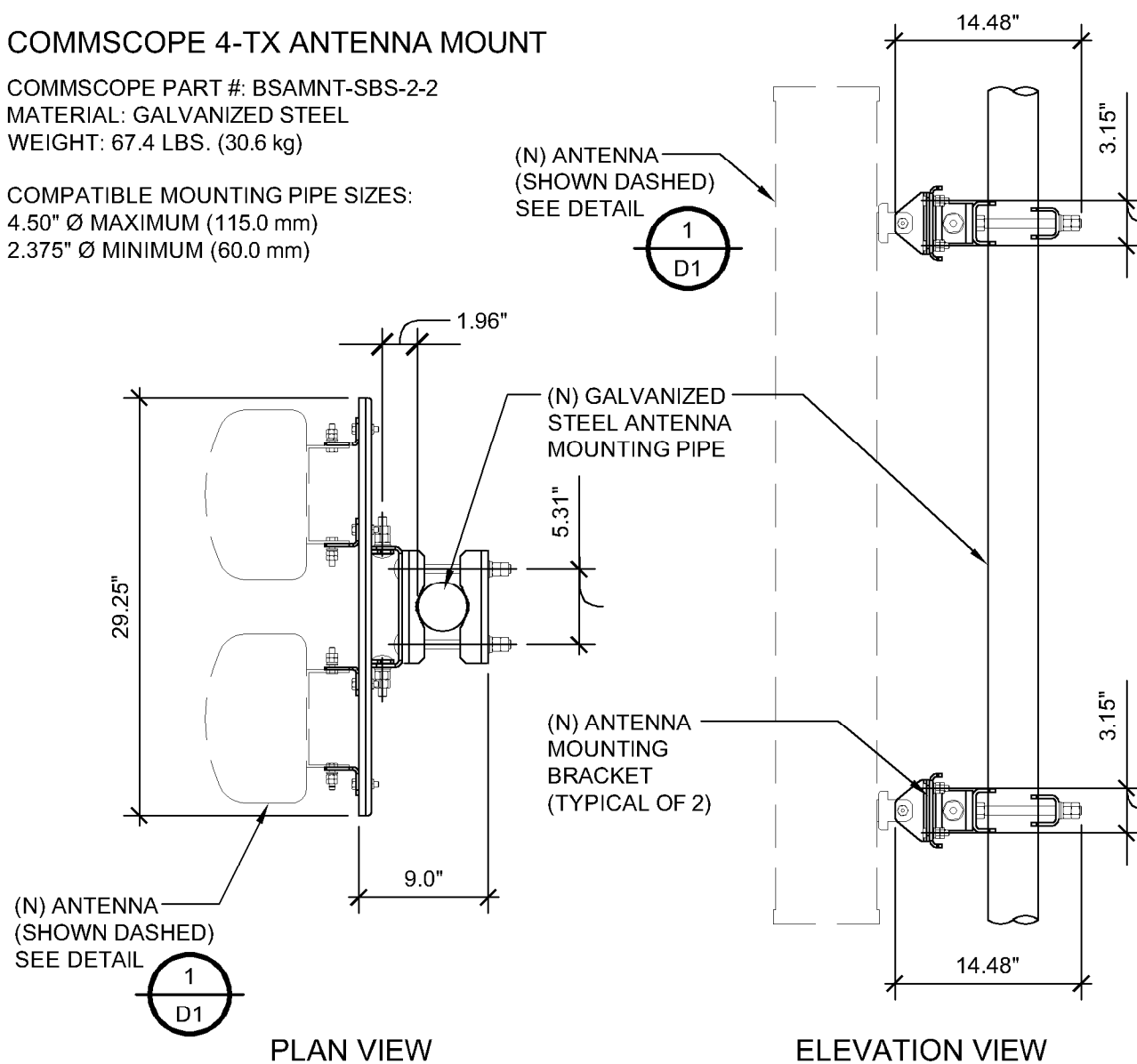
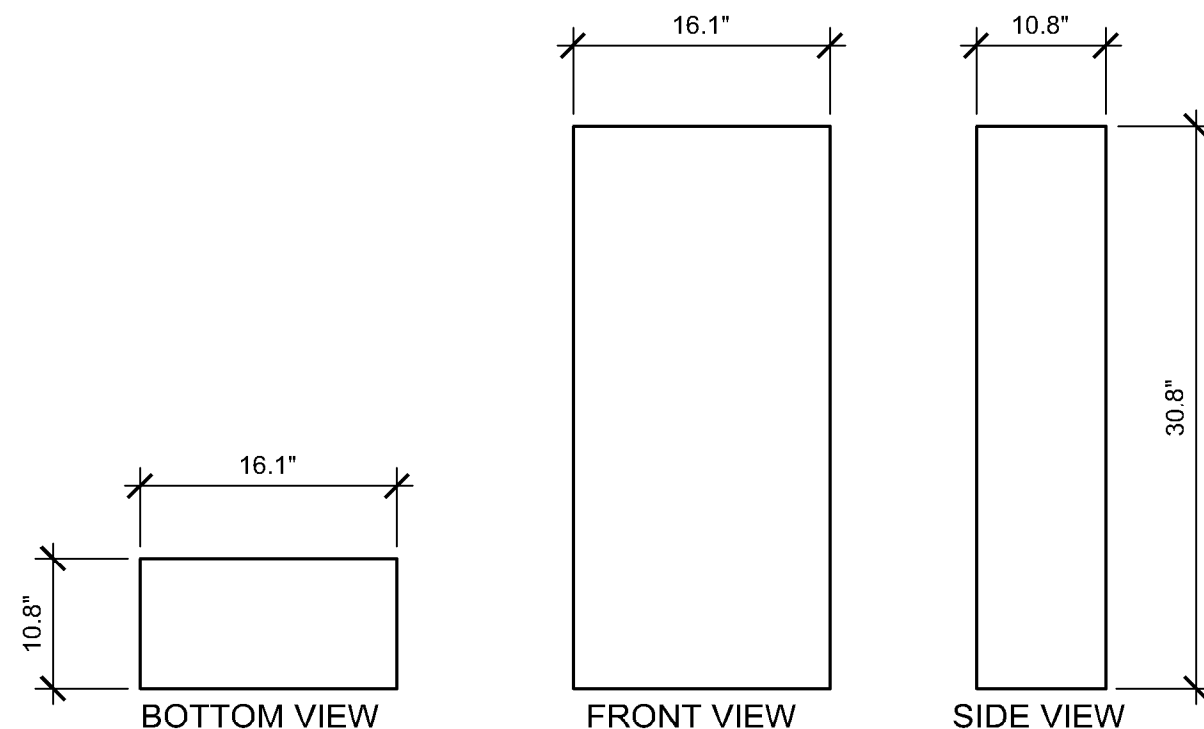
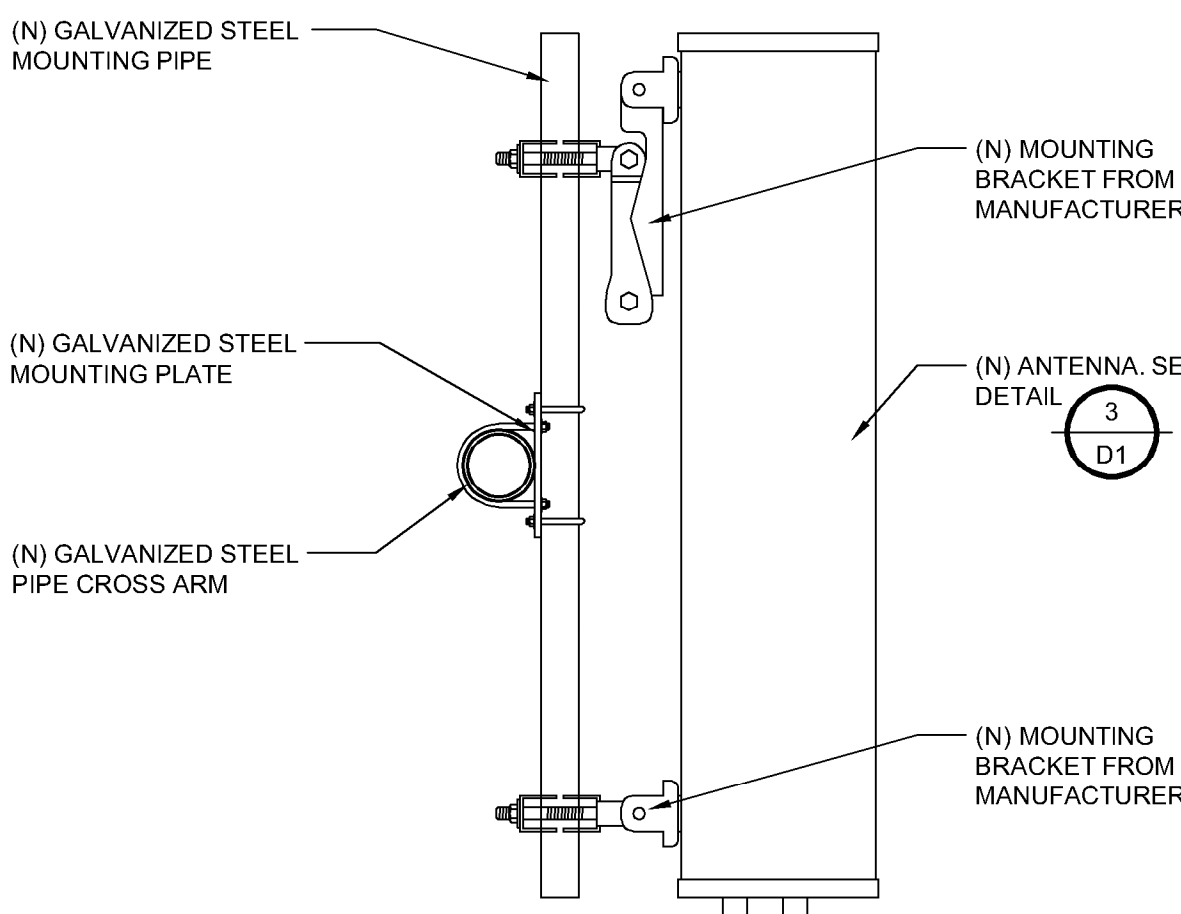
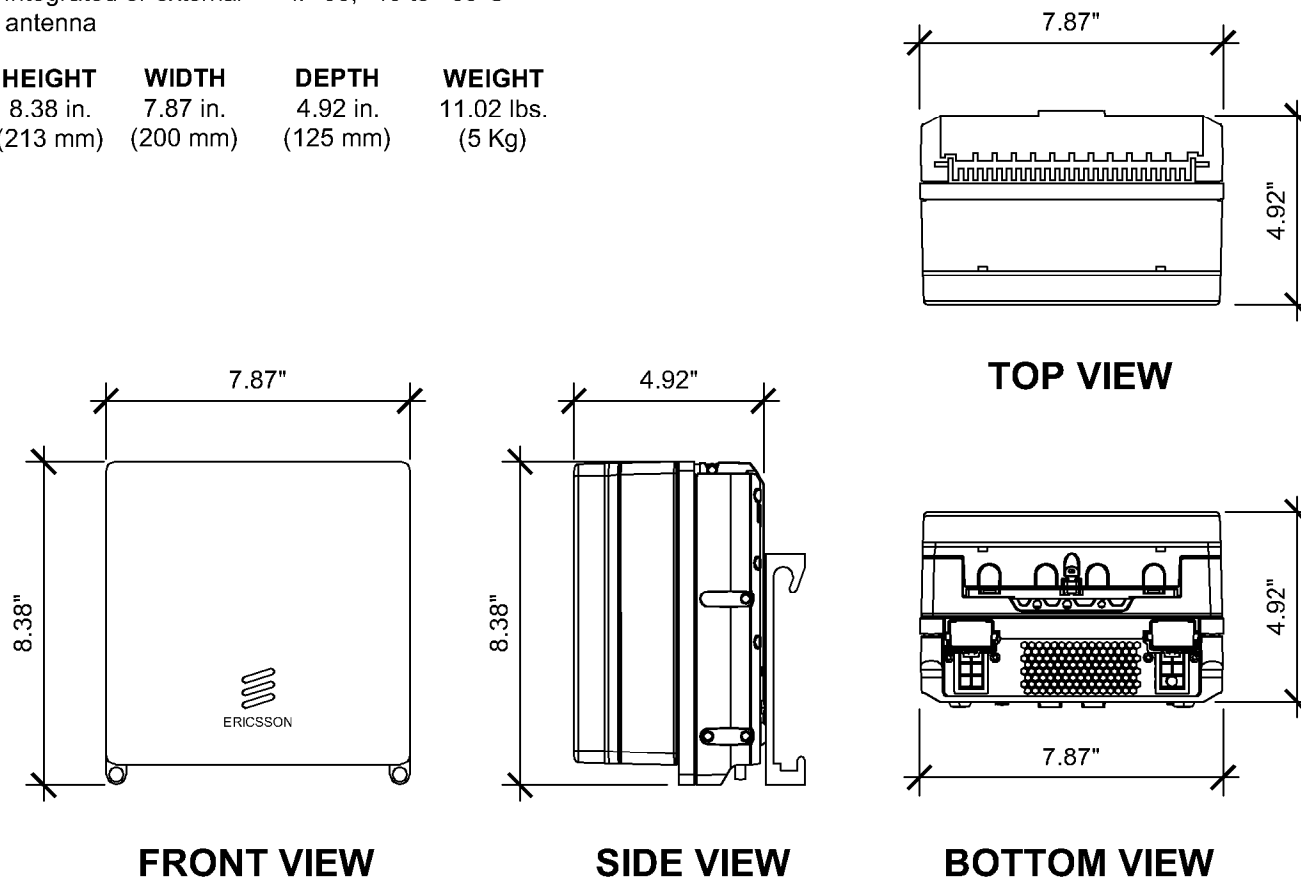
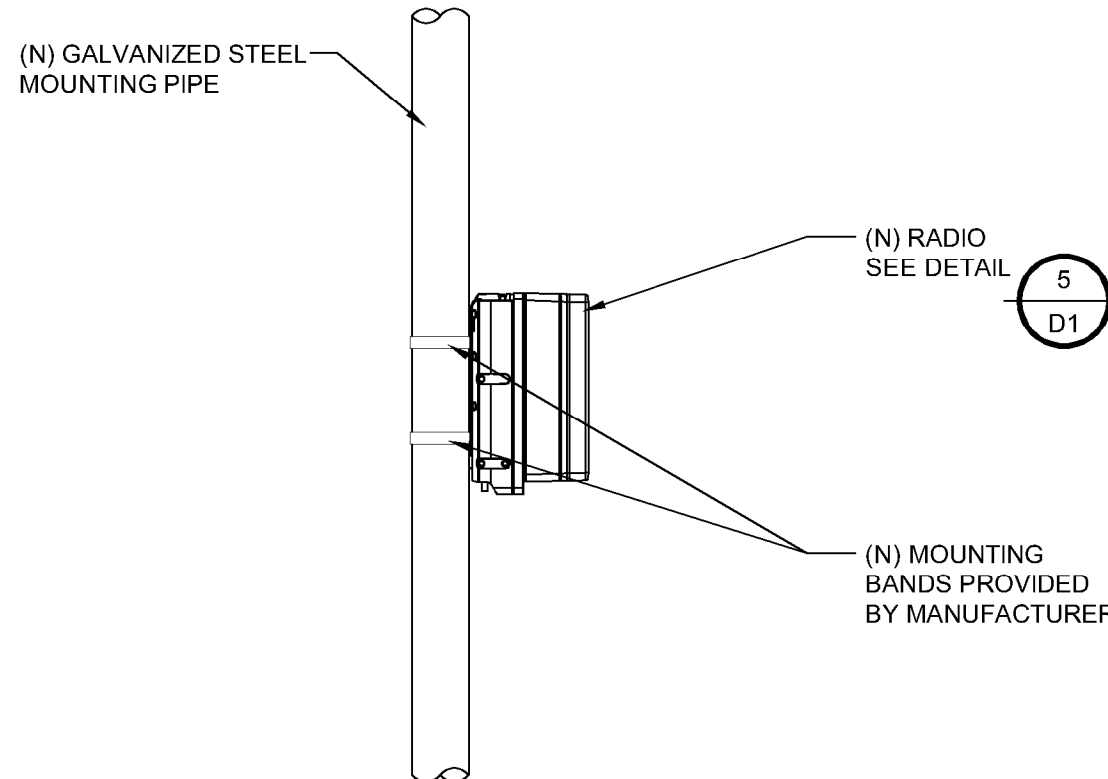
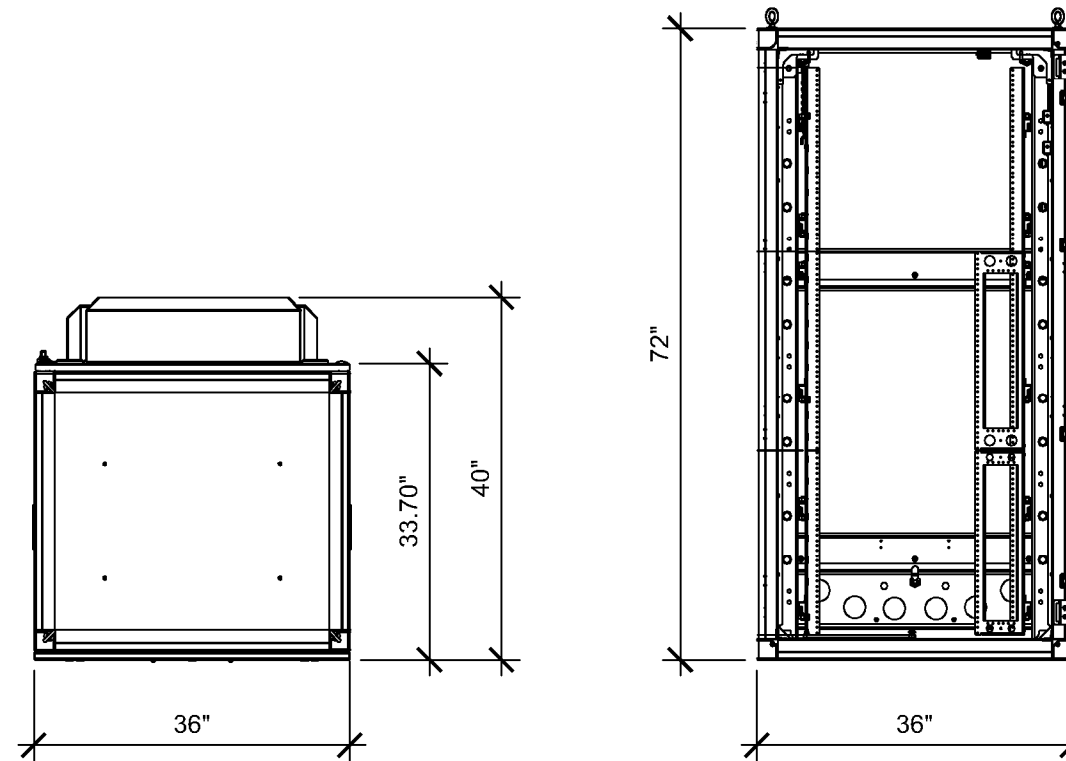
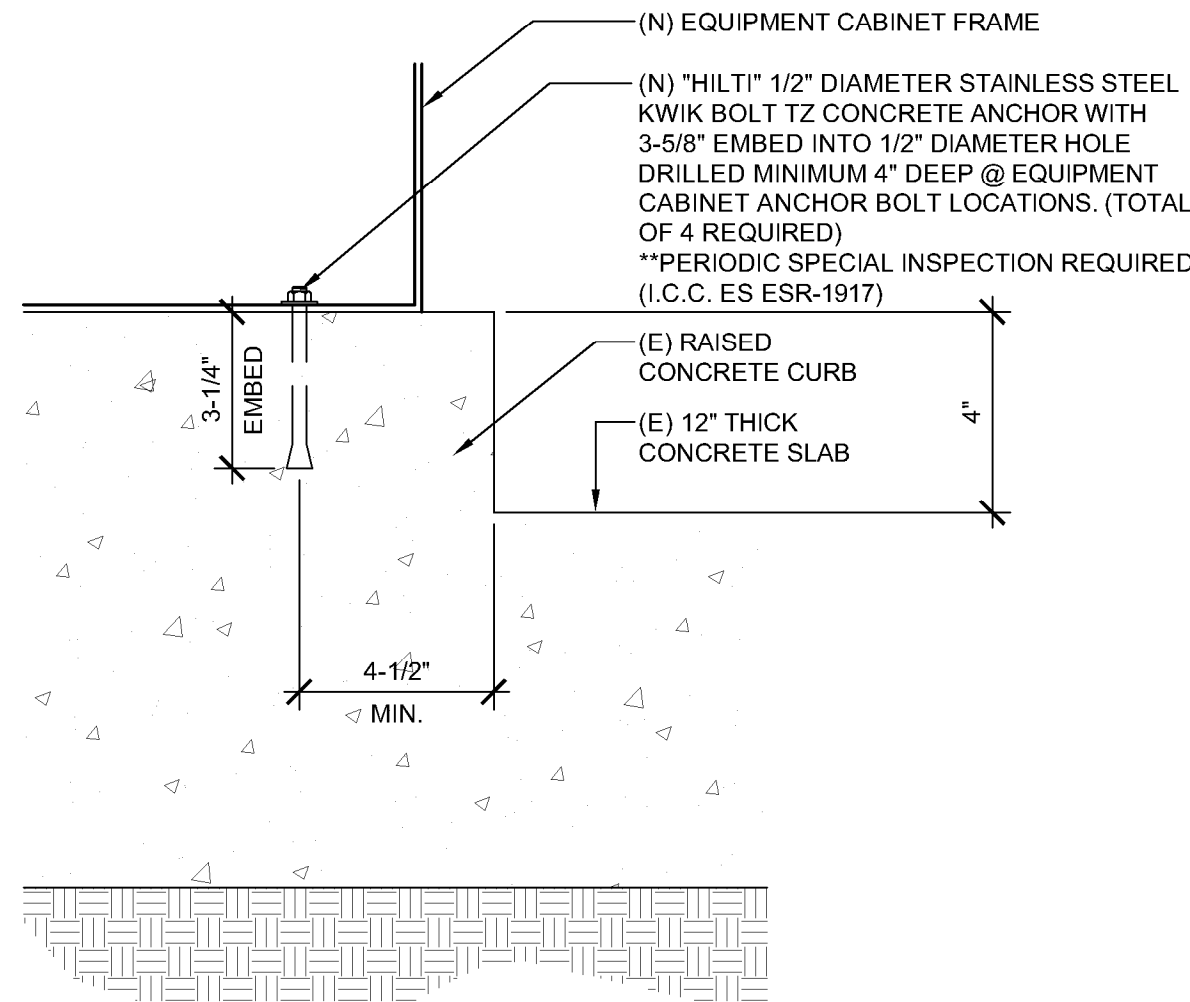
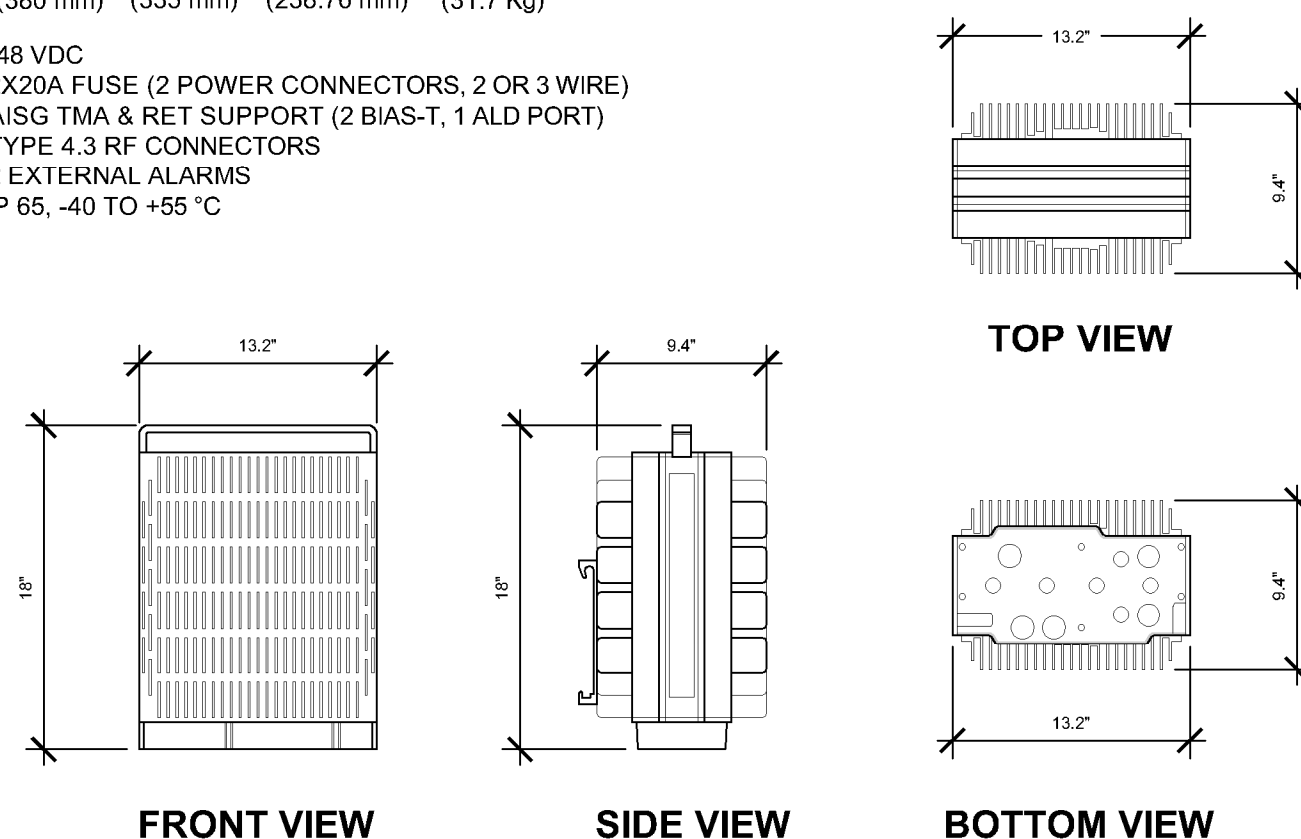
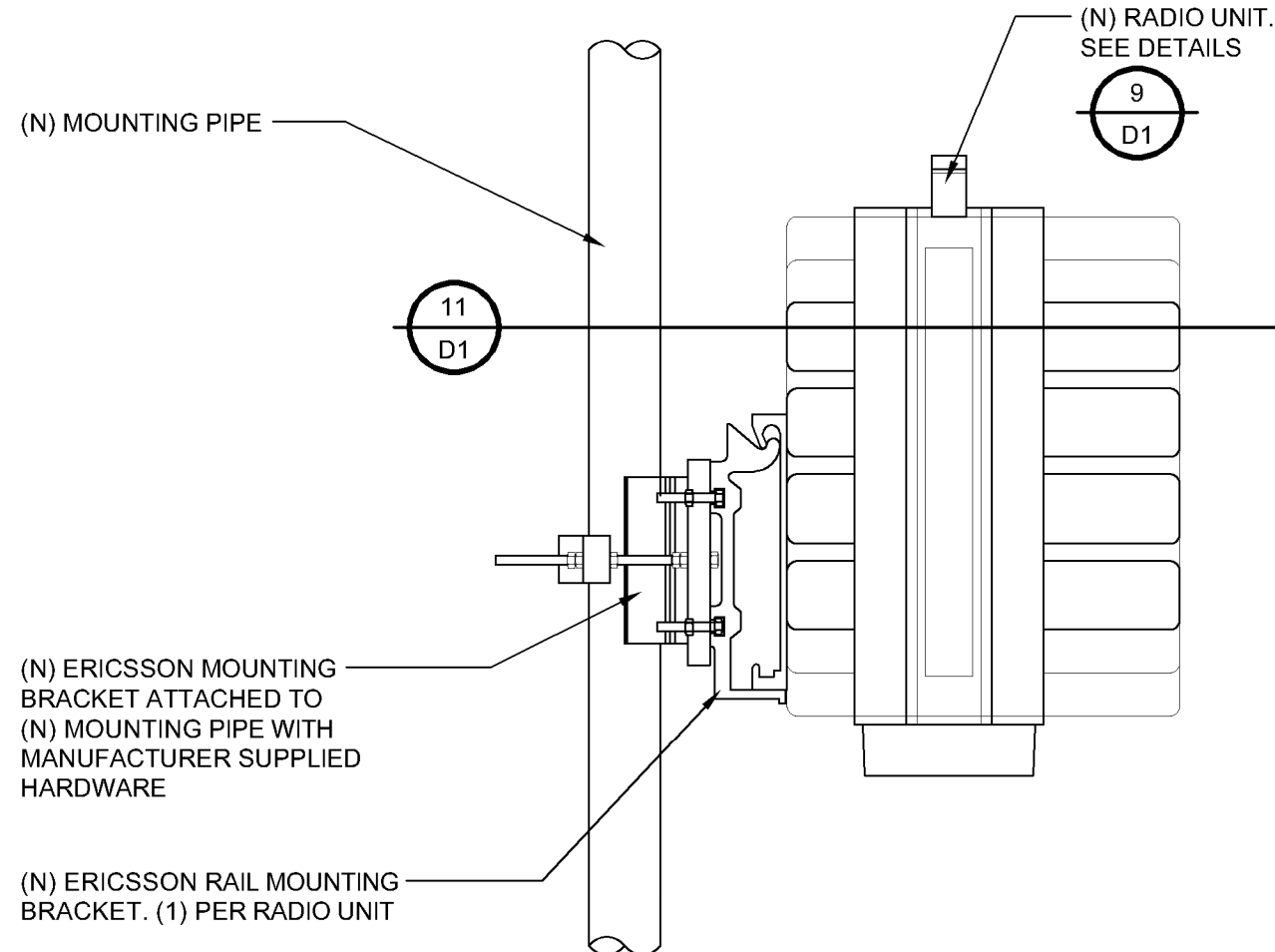
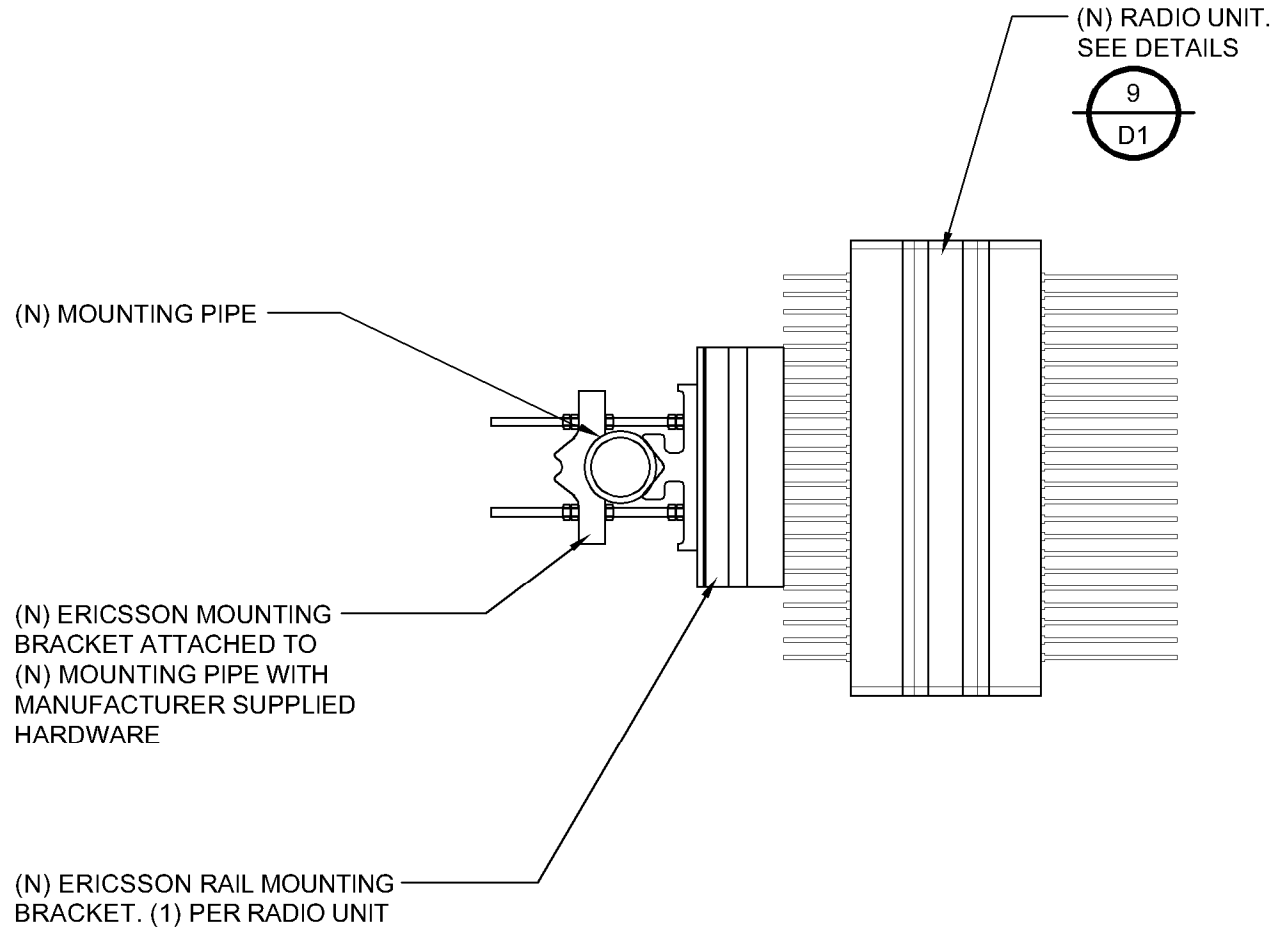
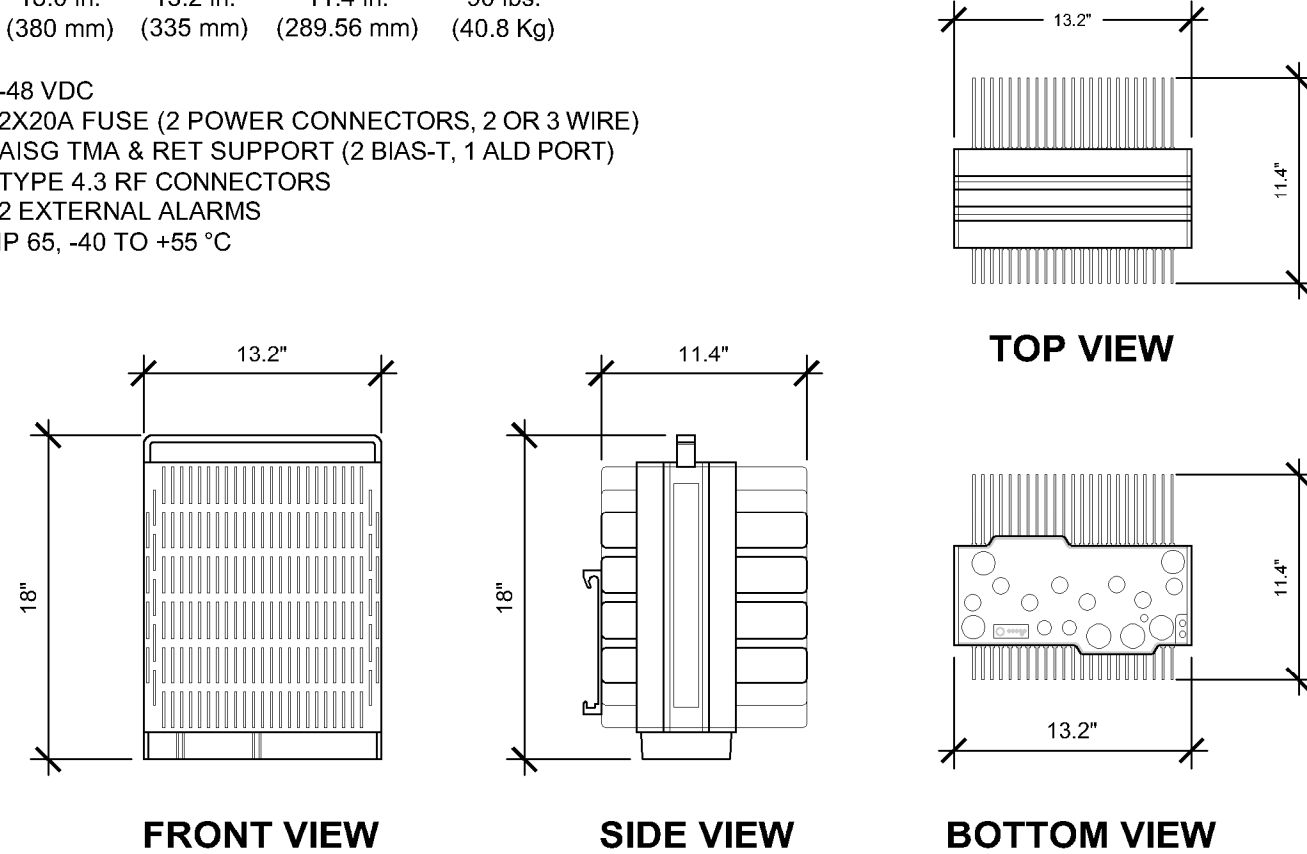
verizon
15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618

WESTMINSTER SD
L-SUB6
1725 BEAR VALLEY PARKWAY
ESCONDIDO, CA 92027

SHEET TITLE:
EXTERIOR ELEVATION

A-5

Exhibit B

<div>COMMSCOPE NHH-65C-R2B</div> <div>DIMENSIONS, HxWxD: 96" x 11.9" x 7.1"</div> <div>WEIGHT: 51.6 lbs</div> <div>RF CONNECTORS: (6) 7-16 DIN FEMALE / BOTTOM</div> <div></div> <div>FRONT VIEW SIDE VIEW BOTTOM VIEW</div>			<div>COMMSCOPE 4-TX ANTENNA MOUNT</div> <div>COMMSCOPE PART #: BSAMNT-SBS-2-2</div> <div>MATERIAL: GALVANIZED STEEL</div> <div>WEIGHT: 67.4 LBS. (30.6 kg)</div> <div>COMPATIBLE MOUNTING PIPE SIZES: 4.50" Ø MAXIMUM (115.0 mm) 2.375" Ø MINIMUM (60.0 mm)</div> <div></div> <div>PLAN VIEW ELEVATION VIEW</div>			<div>ERICSSON AIR6449-LS6</div> <div>DIMENSIONS, HxWxD: 30.8" x 16.1" x 10.8"</div> <div>WEIGHT: 88 lbs</div> <div></div> <div>BOTTOM VIEW FRONT VIEW SIDE VIEW</div>			<div></div>																						
ANTENNA SPECIFICATIONS		SCALE: N.T.S.	1	4-TX ANTENNA MOUNT		SCALE: N.T.S.	2	ANTENNA SPECIFICATIONS		SCALE: NONE	3	ANTENNA MOUNT		SCALE: NONE	4																
<div>KRE105281/1 ANTENNA</div> <div>CAPACITY AND SPECIFICATIONS - 4TX / 4RX - 6 LTE CARRIERS - UP TO 4x5W - 2x 10.1Gbps CPRI - 120MHz/BW</div> <div>OTHER SPECIFICATIONS - AC or -48 VDC - 2 external alarm - Integrated or external antenna - IP 65, -40 to +55°C</div> <div><table><tr><td>HEIGHT</td><td>WIDTH</td><td>DEPTH</td><td>WEIGHT</td></tr><tr><td>8.38 in. (213 mm)</td><td>7.87 in. (200 mm)</td><td>4.92 in. (125 mm)</td><td>11.02 lbs. (5 Kg)</td></tr></table></div> <div></div> <div>FRONT VIEW SIDE VIEW BOTTOM VIEW</div>		HEIGHT	WIDTH	DEPTH	WEIGHT	8.38 in. (213 mm)	7.87 in. (200 mm)	4.92 in. (125 mm)	11.02 lbs. (5 Kg)	SCALE: N.T.S.	5	<div></div>		SCALE: NONE	6	<div>CONTROLLED CLIMATE EQUIPMENT CABINET (CCEC)</div> <div>DIMENSIONS, HxWxD: 72" x 36" x 40"</div> <div>WEIGHT: 4385 lbs</div> <div></div>		SCALE: N.T.S.	7	<div></div>		SCALE: N.T.S.	8								
HEIGHT	WIDTH	DEPTH	WEIGHT																												
8.38 in. (213 mm)	7.87 in. (200 mm)	4.92 in. (125 mm)	11.02 lbs. (5 Kg)																												
ANTENNA SPECIFICATIONS		SCALE: N.T.S.	9	RADIO UNIT MOUNTING		SCALE: NONE	10	RADIO UNIT MOUNTING		SCALE: NONE	11	RRU 4449 SPECIFICATIONS		SCALE: N.T.S.	12																
<div>RADIO 4449-B13+B5</div> <div>4TX 4RX PER BAND</div> <div>8 ANTENNA PORTS, 4TX/4RX FOR 2 BANDS WITH SEPARATE RF PORTS UP TO 320W RF POWER SHARED BETWEEN 2 BANDS CARRIER CAPACITY: UP TO 24 CARRIER AND UP TO 10+25 MHZ OBW FOR LTE 2x 10Gbps CPRI</div> <div><table><tr><td>HEIGHT</td><td>WIDTH</td><td>DEPTH</td><td>WEIGHT</td></tr><tr><td>18.0 in. (380 mm)</td><td>13.2 in. (335 mm)</td><td>9.4 in. (238.76 mm)</td><td>70 lbs. (31.7 Kg)</td></tr></table></div> <div>-48 VDC 2X20A FUSE (2 POWER CONNECTORS, 2 OR 3 WIRE) AISG TMA & RET SUPPORT (2 BIAS-T, 1 ALD PORT) TYPE 4.3 RF CONNECTORS 2 EXTERNAL ALARMS IP 65, -40 TO +55 °C</div> <div></div> <div>FRONT VIEW SIDE VIEW BOTTOM VIEW</div>		HEIGHT	WIDTH	DEPTH	WEIGHT	18.0 in. (380 mm)	13.2 in. (335 mm)	9.4 in. (238.76 mm)	70 lbs. (31.7 Kg)	SCALE: N.T.S.	9	<div></div>		SCALE: NONE	10	<div></div>		SCALE: NONE	11	<div>RADIO 8843-B26B66A</div> <div>4TX 4RX PER BAND</div> <div>8 ANTENNA PORTS, 4TX/4RX FOR 2 BANDS WITH SEPARATE RF PORTS UP TO 320W RF POWER SHARED BETWEEN 2 BANDS CARRIER CAPACITY: UP TO 24 CARRIER AND UP TO 60+70 MHZ OBW FOR LTE 2x 10Gbps CPRI</div> <div><table><tr><td>HEIGHT</td><td>WIDTH</td><td>DEPTH</td><td>WEIGHT</td></tr><tr><td>18.0 in. (380 mm)</td><td>13.2 in. (335 mm)</td><td>11.4 in. (289.56 mm)</td><td>90 lbs. (40.8 Kg)</td></tr></table></div> <div>-48 VDC 2X20A FUSE (2 POWER CONNECTORS, 2 OR 3 WIRE) AISG TMA & RET SUPPORT (2 BIAS-T, 1 ALD PORT) TYPE 4.3 RF CONNECTORS 2 EXTERNAL ALARMS IP 65, -40 TO +55 °C</div> <div></div> <div>FRONT VIEW SIDE VIEW BOTTOM VIEW</div>		HEIGHT	WIDTH	DEPTH	WEIGHT	18.0 in. (380 mm)	13.2 in. (335 mm)	11.4 in. (289.56 mm)	90 lbs. (40.8 Kg)	SCALE: N.T.S.	12
HEIGHT	WIDTH	DEPTH	WEIGHT																												
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ISSUE STATUS

REV.	DATE	DESCRIPTION	BY
0	01/26/22	90% ZD REVIEW	CB
1	02/21/22	100% ZD	CB
2	02/25/22	100% ZD SA COMMENTS	RW
3	07/19/22	100% ZD ESC COMMENTS	CB
4	03/17/23	90% ZD NEW LOC	RW
5	04/14/23	90% ZD DRM COMMENTS	RW
6	04/24/23	100% ZD	RW

PLANCOM

TELECOMMUNICATIONS PROJECT MANAGEMENT

16776 BERNARDO CENTER DRIVE, UNIT 203
SAN DIEGO, CA 92128

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO VERIZON WIRELESS. ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO VERIZON WIRELESS IS STRICTLY PROHIBITED.

verizon

15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618

WESTMINSTER SD
L-SUB6

1725 BEAR VALLEY PARKWAY
ESCONDIDO, CA 92027

SHEET TITLE:

DETAILS

D-1

Exhibit B

Item 3.

<div>RAYCAP SURGE SUPPRESSOR</div> <div>RAYCAP RVZDC-3315-PF-48 WITH SURGE SUPPRESSOR</div> <div>WEIGHT: 26.9 LBS.</div> <div>*VERIFY ALL DIMENSIONS AND WEIGHT WITH MANUFACTURER</div> <div><div><div><div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><di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Exhibit “C”

Planning Case No. PL22-0221

Factors to be Considered/Findings of Fact

Environmental Determinations:

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) (“CEQA”), and its implementing regulations (14 C.C.R. § 15000 et seq.) (“CEQA Guidelines”), the City of Escondido (“City”) is the Lead Agency for the Project (“Project”), as the public agency with the principal responsibility for approving the Project.
2. The Project qualifies for an exemption from further environmental review pursuant to CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures). Class 3 is defined as projects that are consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The project is to remove and replace outdated communications equipment from a lower elevation Seminary rooftop and to install a 62’-6” mono-pole to meet height coverage requirements.
3. The project does not involve the use of significant amounts of hazardous substances; and can be served by all required utilities and public services, and the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
4. The Planning Commission has independently considered the full administrative record before it, which includes but is not limited to the August 22, 2023, Planning Commission Staff Report; testimony by staff and the public; and other materials and evidence submitted or provided to it. The administrative record demonstrates that each of the above requirements have been satisfied. No substantial evidence has been submitted that would support a finding that any of the above-described exemption requirements has not been satisfied. The Project will not have a significant effect on the environment, and all the requirements of CEQA have been met.

Conditional Use Permit Findings (Escondido Zoning Code Section 33-1203)

1. The proposed Project has been designed and conditioned to comply with all applicable zoning regulations and FCC standards for RF exposure. The Project is located within the Seminary property adjacent to an existing parking lot and is surrounded by existing tree stand of similar characteristics and height. The Project would provide upgraded communication services for the City of Escondido and has been designed to reduce land use conflicts and visual concerns with surrounding properties by being located in a residential zone with a non-residential use.

2. The Project is located within the Seminary property and proposes to remove existing outdated rooftop wireless facilities and digital dish, as well as updating and installing new communication system. The Project will construct a mono-eucalyptus tree with replacement equipment and panels on a tree of a certain height to provide the greatest coverage allowed by FCC. Conditions have been incorporated into the approval of the Project to ensure no conflicts will occur with surrounding uses.
3. The Project as noted is located within the existing Seminary campus. The intent of site plan is to encourage upgrades to existing communication systems servicing the citizen of Escondido. The Project would have a positive effect on the community by providing better wireless coverage in this part of the City.

Exhibit “D”

Planning Case No. PL22-0221

Conditions of Approvals

This Project is conditionally approved as set forth on the application received by the City of Escondido on **July 27, 2022**, and the Project drawings consisting of Site Plans, Equipment Plans, Antennae Plans, Sections, Architectural Elevations, Civil/Grading, and Elevations; all designated as approved on **August 22, 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, and the Applicant’s successors in interest, as may be applicable.

A. General:

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

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

- 3. Certification.** The Director of 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 use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.
 - b.** Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
 - c.** Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Community Development to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.
- 5. Limitations on Use.** Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Community Development Department.
- 6. Availability of Permit Conditions.**
- a.** Prior to building permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Community Development.
 - b.** The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

- 7. 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.
- 8. 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.

- 9. 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 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.

Approval of this development project is conditioned upon payment of all applicable development fees and connection fees in the manner provided in Chapter 6 of the Escondido Municipal Code.

- 10. 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.

11. Clerk Recording.

- a. Exemption.** If the environmental determination prepared for the Project is a categorical exemption, the City of Escondido hereby notifies the Applicant that the

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

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

12. 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.

13. 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.

14. Revocation, Suspension, Modification. At any time after Project implementation, the City may require a noticed public hearing to be scheduled before the Planning Commission to determine if there has been demonstrated a good faith intent to proceed in reliance on this approval. This item may be referred to the appropriate decision-making body upon recommendation of the Director of Community Development for review and possible revocation or modification of the Permit regarding non-compliance with the Conditions of Approval.

This Permit may be revoked, suspended or modified by the Planning Commission, or by the City Council on appeal, at any time regardless of who is the owner of the subject property or who has the right to possession thereof or who is using the same at such time, whenever, after a noticed hearing, and after the following findings are fully investigated:

- a. A violation of any term or condition not abated, corrected or rectified within the time specified on the notice of violation; or

- b. A violation of any City ordinance, state law, or federal law not abated, corrected or rectified within the time specified on the notice of violation; or
- c. The use as presently conducted creates or constitutes a nuisance.

15. Indemnification, Hold Harmless, Duty to Defend.

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

- Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project's environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant's payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).
- c. The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

B. Construction, Maintenance, and Operation Obligations:

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

As a condition of receiving the land use approvals specified herein, Applicant shall maintain the property subject to the approvals in compliance with all applicable city codes governing the condition or appearance of property. In addition to compliance with such

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

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

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

3. **Utilities.** All new utilities and utility runs or modifications to wireless communication systems shall be underground.
4. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
5. **Lighting.** If required, all exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
6. **General Property Maintenance.** The Applicant (Verizon) or Management Company shall be responsible for maintaining the communications facilities in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the communication enclosure and the proposed monoEucalyptus tree such as paint, paving, signs, lighting and landscaping. The Applicant or Management Company shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the communication facilities, as necessary to maintain clean, safe, and efficient compatible appearances.

- 7. Roof, Wall, and Ground Level Equipment.** All communications equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.
- 8. Staging Construction Areas.** All staging areas shall be conducted on the Seminary property only, subject to written approval from the authorized Seminary contact. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement with the City.
- 9. 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 property owner or neighborhood concerns.
- 10. Construction Waste Reduction, Disposal, and Recycling.** If any, the 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.
- 11. Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Community Development that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed

replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary project-generated functional equivalencies in the diesel PM emissions level are achieved.

C. Parking and Loading/Unloading.

1. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal items on private property without written permission of the Westminster Theological Seminary. The written authorization shall be submitted to the City for file records.

D. Landscaping: The Applicant or Management Company assumes all responsibility for maintaining all on-site landscape pertaining to the installation of the mono-eucalyptus tree and any retaining and freestanding walls or enclosure in a manner that satisfies the conditions contained herein.

1. Any disturb landscaping during the course of installation or modifications shall be replaced with alike plant materials or turf areas. Landscaped areas shall be maintained until full establishment of the replacement landscape materials.
2. Should irrigation be disturb or broken during the course of installation or modification shall be replaced or repaired to provide adequate irrigation coverage and be fully operational for the new landscape areas.
3. Existing adjacent trees shall remain and be protected at all times during the course of installation or modifications. Should adjacent trees be damaged, the Applicant or Management Company shall retain a qualified tree arborist to consult on tree repairs, selected trimming and/or pest control.

Specific Engineering Conditions:

1. The Project shall attain an encroachment permit from the Engineering Division for any work within any City of Escondido's existing public utility or ROW easement.



STAFF REPORT

DATE: August 22, 2023
PL23-0270 – 661 Bear Valley Parkway

PROJECT NUMBER / NAME: PL23-0270 / Extension of Time for 661 Bear Valley Development Agreement

REQUEST: A request for an Extension of Time to amend a previously executed Development Agreement for SUB15-0002, PHG15-0004, and ENV15-0001 (661 Bear Valley Parkway Development). The Extension of Time is to extend the term of the Development Agreement by two years while the applicant finalizes permits for the Final Map, grading permit, and other post-entitlement permits related to the Project.

PROPERTY SIZE AND LOCATION: The approximately 42-acre site is located on the east side of Bear Valley Parkway, and is addressed at 661 Bear Valley Parkway. (Assessor's Parcel Numbers: 237-131-01-00 and 237-131-02-00)

APPLICANT: Trumark Homes

GENERAL PLAN / ZONING: Estate II (E2) / Planned Development – Residential (PD-R)

PRIMARY REPRESENTATIVE: Paul Faye (Trumark)

DISCRETIONARY ACTIONS REQUESTED: Extension of Time for a Development Agreement

PREVIOUS ACTIONS: The project was approved by the City Council on August 22, 2018.

CEQA RECOMMENDATION: The City Council certified a Final Environmental Impact Report (SCH No. 2016111060) on August 22, 2018.

STAFF RECOMMENDATION: Recommend approval to City Council

REQUESTED ACTION: Approve Planning Commission Resolution No. 2023-14

CITY COUNCIL HEARING REQUIRED: ☒ YES ☐ NO

REPORT APPROVALS: ☐ Andrew Firestine, Director of Development Services

☒ Adam Finestone, City Planner



CITY of ESCONDIDO

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BACKGROUND

Trumark Homes (“Applicant”) has submitted an Extension of Time for a previously executed Development Agreement associated with Planning Case Nos. SUB15-0002, PHG15-0004, and ENV15-0001 (Bear Valley Parkway Development) (“Project”). On August 22, 2018, the City Council approved a Tentative Subdivision Map, Master Plan, Grading Exemption, and Development Agreement for 55 residential lots. The approval included the certification of a Final Environmental Impact Report (SCH No. 2016111060).

On October 25, 2022, the Planning Commission reviewed and approved the Precise Development Plan for the architectural details of the homes.

SUMMARY OF REQUEST

The Project site is located at the intersection of Encino Drive and Bear Valley Parkway, on the east side of Bear Valley Parkway, and is addressed at 661 Bear Valley Parkway (see Attachment 1). The Applicant request an Extension of Time to amend the terms of a previously executed Development Agreement (see Attachment 2) by an additional two years so that they may finalize their post-entitlement permits related to recordation of the Final Map, grading, building, and landscaping permits. The only amendment to the Development Agreement is to extend its term; no other changes are proposed.

SUPPLEMENTAL DETAILS OF REQUEST

The Applicant is working to finalize permits associated with on-site and off-site improvements for the development of the Project. The following permits have been applied for and their statuses are provided below:

L22-0009 (On-Site Landscape Plan): Approved on 2/15/22 - pending outstanding fees and security bonds.

L22-0022 (Habitat Mitigation Landscape Plan - Bear Valley Parkway): Approved on 2/28/22 - pending outstanding fees and security bonds.

L22-0023 (Fence and Wall Plan): 3rd plan check returned on 5/2/23 – several minor corrections.

P22-0004 (On-site Public Improvement Plan): Approved on 01/05/2023 - pending outstanding fees and security bonds.

P22-0003 (Off-site Public Improvement Plan): 3rd plan check returned on 4/10/23 – several major corrections on retaining wall design and street design.

E22-0007 (Final Map): 3rd plan check returned to applicant on 11/17/22 – several minor corrections.

GP22-0003 (Rough Grading Plan): 4th plan check returned on 5/23/23 – several minor corrections, fees balance and bonds are outstanding.

GP22-0057 (Precise Grading Plan): Screen check conducted of the Precise Grading Plan, returned on 11/29/2022 – on hold until Final Map records.

T22-0005 (Traffic Control Plans): 2nd plan check returned on 2/16/23 – several corrections outstanding.



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B23-2326 (Building Permit for Private Streetlights): 1st plan check returned on 7/31/23 – several minor corrections.

B22-4285 (Building Permit for Construction of Homes): 1st plan check returned 01/04/23 – corrections.

PROJECT ANALYSIS

1. General Plan Conformance:

a. Land Use and Community Form:

The City's 2012 General Plan has several policies and goals related to the use of Development Agreements.

Development Agreement Policy 15.1: Encourage Development Agreements as a mechanism to secure community benefits from applicants that the City cannot require as part of a project's approval

The original Development Agreement outlined several public benefits and improvements related to designing and constructing 2,937 -lineal feet of Bear Valley Parkway; contributing \$215,000 for security related to the off-site improvements; and construction of 528-lineal feet of Northbound Bear Valley Parkway from the south edge of the residential development to Ranchito Drive. The Project will retain the previously identified public benefits and improvements, and will provide the Applicant an additional two years to finalize the outstanding plans and permits identified above.

2. Zoning or Specific Plan Conformance:

Article 58 (Development Agreements) of the Escondido Zoning Code allows for the execution of Development Agreements. The Project is for the extension of a previously executed Development Agreement. Amendments to Development Agreements are permitted under Section 33-1142 (Amendments and cancellation of agreement by mutual consent). The amendment will amend the terms of the agreement to allow for an additional 2 years for the Applicant to finalize their permits.

FISCAL ANALYSIS

None.

ENVIRONMENTAL ANALYSIS

On August 22, 2018, the City Council adopted Resolution No. 2018-120 for certification of a Final Environmental Impact Report (EIR) and adoption of a Mitigation Monitoring and Reporting Program. The Project is for an Extension of Time for a previously recorded Development Agreement. Pursuant to Section 15162 of the California Environmental Quality Act Guidelines, a subsequent EIR is only required if substantial changes are proposed which will require major revisions of the previous EIR; substantial changes with respect to the circumstances under which the project is undertaking due to the involvement of new significant environmental effects or substantial increase in the severity of the previously identified significant effects; or new information of substantial importance, which



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was not known and could not have been known with exercise of reasonable diligence at the time previous EIR was certified. The Project would not exceed the parameters outlined for requiring a subsequent EIR. A Notice of Determination will be filed with the County of San Diego per CEQA Guidelines Section 15075.

PUBLIC INPUT

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

CONCLUSION AND RECOMMENDATION

Staff has found that the Project is consistent with policies outlined in the 2012 General Plan. The amended Development Agreement will provide an additional 2 years for the Applicant to finalize outstanding post-entitlement permits. The Project does not otherwise change the prior approvals, conditions of approval, or the previously certified Final Environmental Impact Report.

Based on the analysis contained in this staff report, staff recommends that the Planning Commission adopt Resolution No. 2023-14, recommending approval of the Extension of Time to amend a previously executed Development Agreement as described in this staff report, as detailed in Exhibits "A" and "B" of Resolution No. 2023-14. The draft Planning Commission Resolution No. 2023-14, including Exhibits "A," "B," and "C" is included as Attachment 3 to this staff report.

ATTACHMENTS

1. Location Map, General Plan, and Zoning
2. Executed Development Agreement
3. Draft Planning Commission Resolution No. 2023-14 including Exhibits "A," "B," and "C"



CITY of ESCONDIDO

STAFF REPORT

ATTACHMENT 1

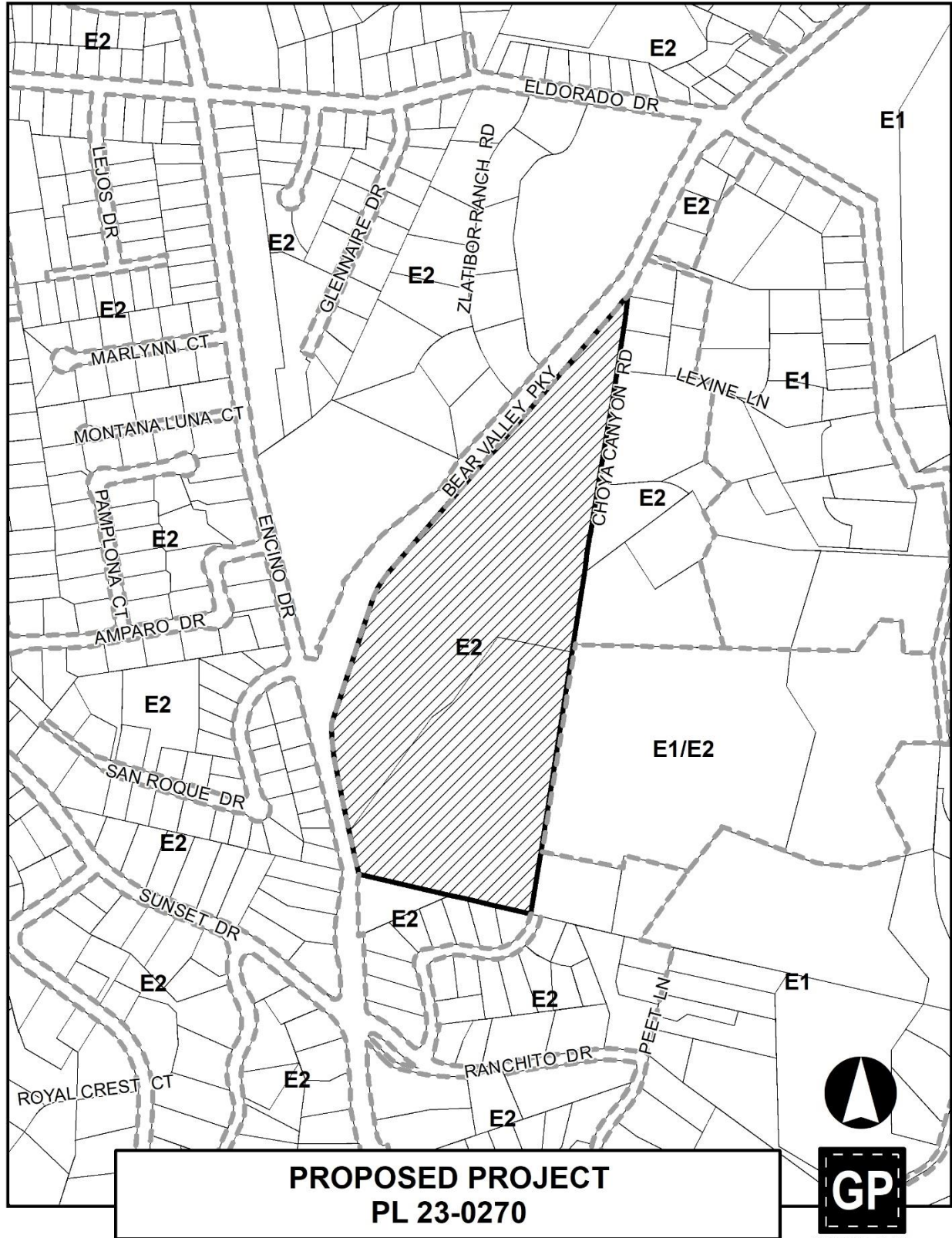
GENERAL PLAN, ZONING, AND LOCATION MAP





CITY of ESCONDIDO

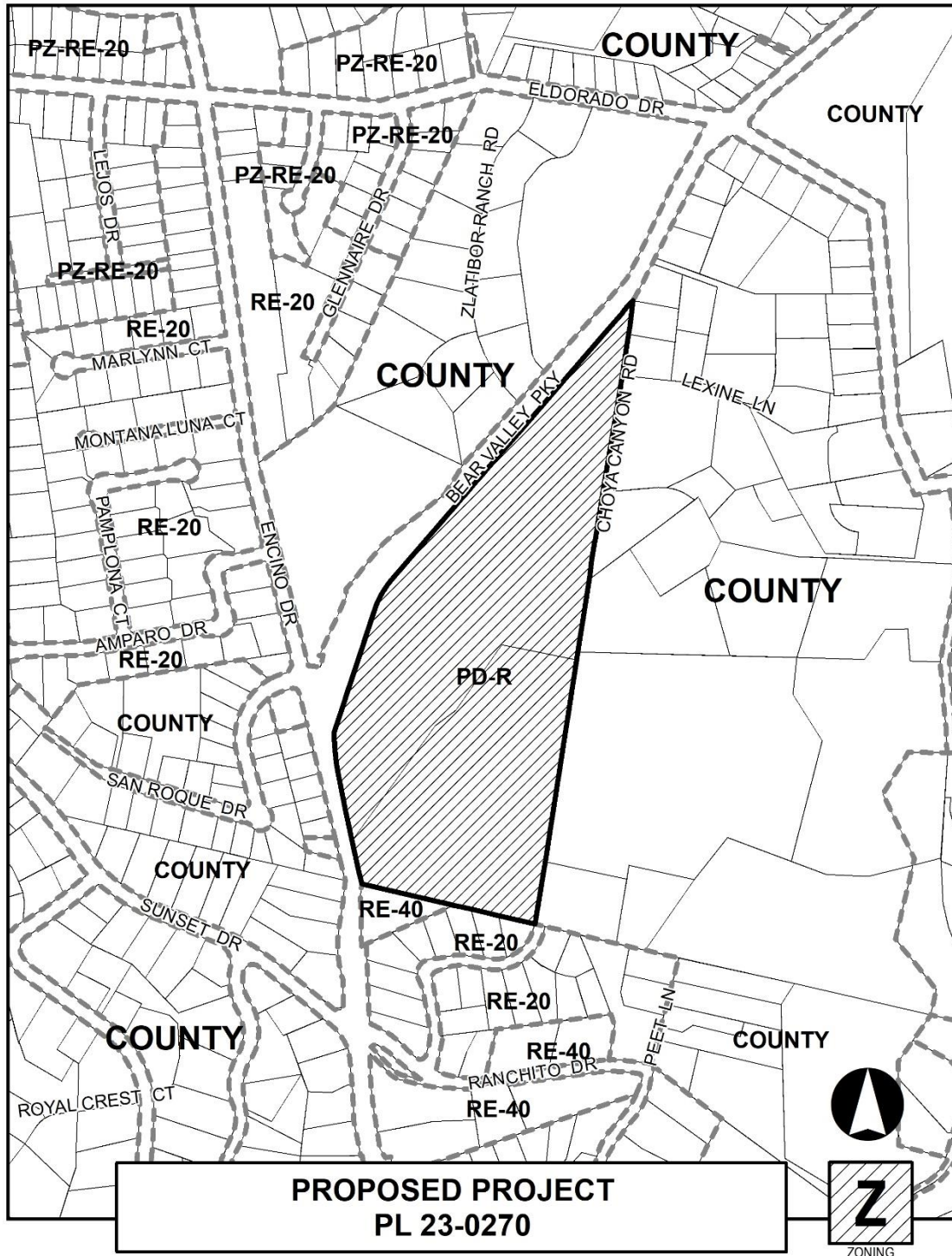
STAFF REPORT





CITY of ESCONDIDO

STAFF REPORT





Nov 05, 2018 02:52 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 21

2/P
NF
RECORDING REQUESTED BY:

CITY CLERK, CITY OF
ESCONDIDO

WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

APN: 237-131-01 and 237-131-02

**Recording Fees Exempt Per Government Code Section 27383
DEVELOPMENT AGREEMENT
for 661 Bear Valley Parkway**

between

CITY OF ESCONDIDO

and

Spieth & Wohlford, Inc.

November 1, 2018

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the City and Owner.

RECITALS

WHEREAS, Government Code Sections 65864 through 65869.5 and Articles 58 and 68 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, the purposes of the Agreement are to eliminate uncertainty in the planning and development of the Project by assuring Owner that it may develop the Property, in accordance with existing laws, subject to the terms and conditions contained in the 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 the Agreement.

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

ARTICLE I Definitions

1. "**Amendment**" refers to any written amendment to this Agreement approved by the City Council as provided in Article II, Section 3.
2. "**Annual Review**" refers to the Owner's demonstration of compliance with the terms of this Agreement every 12 months.
3. "**Assignee**" refers to an assignee of this Agreement in accordance with Article II, Section 2 and approved by the City in writing.
4. "**Director**" refers to the Director of Community Development.
5. "**CEQA**" refers to the California Environmental Quality Act.
6. "**City**" refers to the City of Escondido, its City Council, its mayors and council members, past and present, and employees and agents.
7. "**Cure Period**" refers to the period of time in which a default may be cured, which will be 30 days.
8. "**Development Fees**" refers to the development related fees as provided in the City's Fee Guide and referred to as development fees.

9. **"Differing Site Condition"** means unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
10. **"Effective Date."** The effective date of the Agreement shall be the day that is 30 days after the City Council's adoption of an ordinance approving this Agreement.
11. **"Entitlements"** refers to all approvals and permits necessary or incidental to the development of the Project or any portion thereof, whether discretionary or ministerial, including but not limited to, specific plans, tentative or final tract map approvals, whether standard or vesting, conditional use permits, variances, project plans, grading permits, building permits, and this Agreement and includes all conditions of approval regarding any particular Entitlement.
12. **"Exaction"** refers to any fee, tax, requirement, condition, dedication, restriction, or limitation imposed by the City upon the development of the Property at any time in accordance with the Existing Laws.
13. **"Existing Laws"** refers to the ordinances, resolutions, codes, rules, regulations, general plan, stormwater regulations and official policies of the City governing the development of the Property, including, but not limited to, the permitted uses of the Property, the density or intensity of use, the design, improvement and construction standards and specifications for the Project, including the maximum height and size of proposed buildings, and the provisions for reservation and dedication of land for public purposes, in effect on the Effective Date of this Agreement.
14. **"Future Exaction"** refers to Exactions imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise.
15. **"Future Laws"** refers to all ordinances, resolutions, codes, rules, regulations, and official policies implemented by the City after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise. Future Laws includes changes to the Existing Laws.
16. **"General Fees"** refers to all general development fees which the City may levy pursuant to Government Code Sections 66000 et seq. ("the Mitigation Fee Act"), including, but not limited to, application fees, processing fees, utility connection fees, inspection fees, capital facilities fees, development impact fees, traffic impact fees, park fees and such other similar fees as may be enacted from time to time and generally applied throughout the City, excluding Development Fees.
17. **"General Plan"** refers to the City's General Plan in effect on the Effective Date.
18. **"Minor Modifications"** refers to 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.

19. **"Modification"** refers to a modification approved by the City Council as provided in Article VI, Section 5.
20. **"Offsite Improvements"** refers to the Public Benefit offsite improvements as defined in Section I.B of Exhibit B to this Agreement.
21. **"Operating Memorandum"** refers to addenda to this Agreement to document changes or adjustments in the performance of this Agreement as specified in Article III, Section 7.
22. **"Owner"** refers to Spieth & Wohlford, Inc., who has legal or equitable interest in the real property which is the subject of this Agreement.
23. **"Party"** City or Owner may be referred to individually as Party or collectively as Parties.
24. **"Project"** shall mean and refer to all improvements described in the Entitlements and this Agreement.
25. **"Property"** shall mean the certain real property located in the County of San Diego, State of California as described in the Exhibit A.
26. **"Public Benefits"** shall refer to the consideration given by Owner to the City, as described in Exhibit B attached hereto, in return for the City's good faith performance of all applicable terms and conditions in this Agreement.
27. **"Public Improvements"** refers to any public improvements required to be constructed as conditions of approval to the Entitlements or as additionally provided in this Agreement.
28. **"Review Letter"** refers to a letter from the City regarding a statement of Owner's compliance with this Agreement, following a positive Annual Review by the City.
29. **"Term"** shall refer to the term of this Agreement as provided in Article II, Section 1.

ARTICLE II

General Provisions

1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue for (five) 5 years unless terminated, modified, amended or extended as permitted by this Agreement. After the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer subject to the Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.
2. **Assignment.** The rights and obligations of Owner under the Agreement may be assigned by Owner as part of an assignment of the Property, only after receiving written approval from the City. Owner shall provide (thirty) 30 days advance written notice to the City of any requested assignment. The City shall have the right to ensure that the proposed assignee has the financial

capability to complete and fulfill any uncompleted requirements relating to the Public Benefits and Public Improvements. Any assignment agreement must be in writing and expressly provide that (a) the assignment shall be subject to this Agreement; and (b) the Assignee assumes all of Owner's rights and obligations with respect to the Property, or portion thereof, assigned.

3. **Amendment of Agreement.** The Agreement may be amended in writing by the mutual consent of the Parties in accordance with Article 58, Chapter 33 of the Escondido Zoning Code as well as any applicable state or federal law. The Agreement shall include any amendment properly approved and executed. Minor Modifications in the manner of performance shall not constitute an Amendment to the Agreement and may be accomplished through an Operating Memorandum.

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

5. **Defense and Indemnification.**

a. Owner agrees to defend, indemnify, and hold harmless, City, and provide and pay all costs for a defense of and judgment against the City, including any award for attorney's fees and litigation costs, in any legal action filed in a court of competent jurisdiction by a third party challenging the Project, or any component thereof, or this Agreement.

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

c. The City shall have no liability to the Owner or any other person for, and Owner shall indemnify, defend, protect and hold harmless the City from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, which the City may suffer or incur or to which the City may become subject as a result of or allegedly caused by the payment of prevailing wages for construction of any of the Public Benefits or Public Improvements.

d. If any action or proceeding is brought against the City by reason of any of the matters against which Owner has agreed to indemnify the City as provided above, Owner, upon notice from the City, shall defend the City at Owner's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. The City need not have first paid for any of

the matters to which the City is entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

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

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

A. City

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

with a copy to:

City Attorney
201 N. Broadway
Escondido, CA 92025

B. Owner

Spieth & Wohlford
Attention: Elizabeth B. Wohlford
P.O. Box 5005 #17
Rancho Santa Fe, CA 92067

with a copy to:

Jack Henthorn
Henthorn & Associates
P.O. Box 237
Carlsbad, CA 92008

8. **Conflict of State or Federal Laws.** If state or federal laws or regulations enacted after the Effective Date prevent compliance with any provision of this Agreement or require changes in any Entitlements, those laws or regulations shall be controlling and the Parties shall make a good faith, reasonable attempt to modify this Agreement to comply both with the intent of the Agreement and with the new laws or regulations.

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

ARTICLE III Development of the Property

1. **Applicable Rules, Regulations, and Policies.** Owner shall have the vested right, to the fullest extent allowed by law, to develop the Property in accordance with the Entitlements, Existing Laws and this Agreement. During the Term, the Entitlements, Existing Laws and this Agreement shall control the overall design, development and construction of the Project. Notwithstanding the foregoing, nothing in this Agreement shall preclude the City from applying changes occurring from time to time in the uniform codes published in Title 24 of the California Code of Regulations and adopted by the City, including local amendments, in effect when the building permits are issued.
2. **Future Laws.** Future Laws shall not apply to the Project except as expressly provided in this Agreement. Future Laws may be applied to the Project if they are not in conflict with the Existing Laws. Owner may give the City written notice of its election to have any Future Law applied to the Property, in which case such Future Law will be considered an Existing Law for purposes of this Agreement.
3. **Future Discretionary Reviews.** Except as set forth in this Agreement, the City shall retain its discretionary rights in reviewing applications for Entitlements. Owner's applications for Entitlements and the City's review thereof, must comply with the Existing Laws and with the terms and conditions of this Agreement. The City shall not impose any conditions upon Entitlements that are more restrictive than or inconsistent with the terms of this Agreement or the Existing Laws, except as required by state or federal law. The City may conduct, in accordance with CEQA and the Existing Laws, an environmental review for Entitlements. The City may impose, if required by CEQA, additional mitigation measures to mitigate significant adverse environmental effects that were not previously considered, or were found to be infeasible to mitigate at the time of approval of this Agreement. Nothing herein is intended to require or authorize additional CEQA environmental review or mitigation measures beyond that otherwise required by CEQA.
4. **Permitted Uses and Density.** The Agreement shall vest the right to develop the Property to the fullest extent allowed by law with respect to the permitted uses of land, density and intensity of uses, and the rate or timing and phasing of development as described in the Entitlements which are hereby incorporated as if fully set forth in this Agreement. The permitted uses, density, and intensity of use of the Project, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes, shall substantially conform to those specified in the Entitlements, Existing Laws and this Agreement. All other aspects of the Project that are not specified in the Entitlements shall be determined by the Existing Laws, except as expressly provided herein.

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

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

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, as established by the initiative process, or as otherwise established by law.

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

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

through the Term of the Agreement. The extension pursuant to Government Code Section 66452.6(a) shall be in addition to any other available extensions pursuant to applicable law. Should this Agreement be terminated, the Owner shall have thirty (30) days to submit an application for the extension of any portion of an approved tentative map.

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 that 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, water supply, treatment, distribution and service, to accommodate the Project. To the extent that the City renders such services or provides such utilities, the City hereby agrees that it will serve the Project and that there shall be no restriction on connections or service for the Project except for reasons beyond the City's control.

10. **Easements.** Easements dedicated for pedestrian use shall be permitted to include public 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 design and construct the improvements as provided in Exhibit B to this Agreement. The Owner's requirement to design and construct the improvements and the City's obligation to reimburse Owner, in Exhibit B, shall survive the termination of this Agreement, provided that notwithstanding any other provision in this Agreement, the Parties' obligations under this Section 11 shall terminate upon the expiration of the tentative subdivision map.

12. **Fees.** The Owner shall pay the Development Fees and General Fees in the amounts in effect at the time Owner submits payment of the fees unless otherwise explicitly provided in this Agreement.

ARTICLE IV Provision of Public Benefits

1. **Description of Public Benefits.** Owner shall provide the City with the Public Benefits, as further described in Exhibit B, as consideration for the City's good faith performance of all applicable terms and conditions in this Agreement.

2. **Occupancy Contingent on Construction of Public Improvements.** Owner acknowledges that the City shall not grant a certificate of occupancy for any building constructed on the Property prior to the construction of all improvements described in Exhibit B. This contingency for occupancy shall survive the termination of this Agreement, provided that the contingency for occupancy shall terminate upon expiration of the tentative subdivision map.

3. **Recordation of Final Map Contingent on Security for Public Benefits.** Prior to recordation of the Final Map, Owner must enter into an improvement agreement or agreements

which will detail Owner's construction obligations for Public Improvements and the Public Benefits, and will require Owner to provide financial security for completion of construction, in a form or forms as approved by the City Attorney.

4. **Processing During Third Party Litigation.** The filing of any third party lawsuit(s) against the City or Owner relating to this Agreement, any Entitlements, or to other development issues affecting the Property shall not delay or stop the development, processing or construction of the Project or approval of Entitlements, unless the third party obtains a court order preventing the activity.

ARTICLE V

Annual Review

1. **Owner Responsibilities.** At least every (twelve) 12 months during the Term, Owner shall demonstrate good faith substantial compliance with the major provisions of the Agreement and provide, to the best extent possible, the status and timing of development of the Project and related public improvements to the City for an Annual Review. If requested by the City, Owner shall provide any additional detail or information necessary to demonstrate good faith compliance with any particular provision of this Agreement identified by the City.

2. **Opportunity to be Heard.** Owner shall be permitted an opportunity to be heard orally and in writing at any noticed public hearing regarding its performance under this Agreement. Owner shall be heard before each appropriate board agency or commission and the City Council at any required public hearing concerning a review of performance under this Agreement.

3. **Information to be Provided to Owner.** The City shall mail to Owner a copy of staff reports and related exhibits concerning Agreement performance, a minimum of (ten) 10 calendar days prior to consideration and review by the City Council.

4. **Annual Review Letter.** If Owner is found to be in substantial compliance with this Agreement after the Annual Review, the City shall issue, upon written request by Owner, a Review Letter to Owner stating that, based upon information known or made known to the City Council, the City Planning Commission, and/or the City Manager, this Agreement remains in effect and Owner is in compliance. Owner may record the Review Letter in the Official Records of the County of San Diego.

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

ARTICLE VI

Delay, Default, Remedies, and Termination

1. **Notice and Cure of Default.** In the event of a material default, the Party alleging a default shall give the defaulting Party a notice of default in writing. The notice of default shall specify the nature of the alleged material default. During the Cure Period, the Party charged

shall not be considered in breach. If the default is cured within the Cure Period, then no breach shall be deemed to exist. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which such alleged failure satisfactorily may be cured.

2. **Waiver.** Failure or delay in giving notice of default shall not constitute a waiver of any other material default. Except as otherwise expressly provided in this Agreement, a failure or delay in asserting any rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies otherwise available to a Party or deprive a Party of the right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any rights or remedies it may have.
3. **Default by Owner.** The Director 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.
5. **Termination or Modification.** Any termination or modification of this Agreement shall be done in accordance with Article 58, Chapter 33 of the Escondido Zoning Code as well as any applicable state or federal law. Owner shall have sixty (60) days from the Effective Date to sign the Agreement or the Agreement shall automatically expire.

ARTICLE VII

Encumbrances and Releases on Property

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

ARTICLE VIII

Miscellaneous Provisions

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

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

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

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

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

6. **Project as a Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and that Owner shall have the full power and exclusive control of the Property subject to the provisions of this Agreement. Any improvements completed remain the property of the Owner unless the City has explicitly accepted any improvement.

7. **Captions.** The captions of the Agreement are for convenience and reference only and shall not define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of the Agreement.

8. **Consent.** Where the consent or approval of a Party is required or necessary under this Agreement, the consent or approval shall not be withheld unreasonably.

9. **The City's Ongoing Statutory Authority.** Except as expressly stated, nothing in this Agreement shall limit the City's authority and responsibility under the California Constitution and applicable California statutes to act in the best interests of the public health, safety, and welfare, and nothing in this Agreement is intended to limit in any way the legislative discretion otherwise afforded the Escondido City Council under state or federal law.

10. **Covenant of Cooperation.** The Parties shall cooperate with and assist each other in the performance of the provisions of the Agreement including assistance in obtaining permits for the development of the Property which may be required from public agencies other than the City. The covenant of cooperation shall include, to the maximum extent permitted by law, that the

City shall use its best efforts to prevent any ordinance, measure, moratorium or other limitation from invalidating, prevailing over or making impossible any provision of the Agreement, and the City shall cooperate with Owner to keep this Agreement in full force and effect. Owner reserves the right to challenge any such ordinance, measure, moratorium, or other limitation in a court of law if it becomes necessary to protect the development rights vested in the Property pursuant to this Agreement.

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

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

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

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

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

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


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


SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement:

CITY OF ESCONDIDO

CITY OF ESCONDIDO

By: 
 Sam Abed
 Its: Mayor

By: 
 Diane Halverson
 Its: Clerk

SPIETH & WOHLFORD, INC

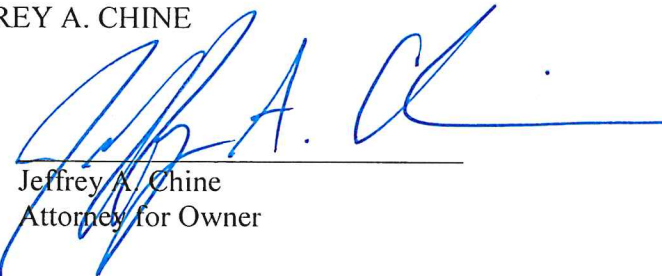
By: 
 Elizabeth B. Wohlford
 Its: Managing Member

APPROVED AS TO FORM:

CITY OF ESCONDIDO

By: 
 for Michael R. McGuiness
 City Attorney

JEFFREY A. CHINE

By: 
 Jeffrey A. Chine
 Attorney for Owner

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 San Diego

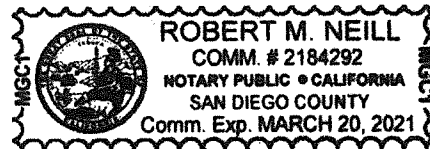
On October 25, 2018 before me, Robert M Neill, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth B. Wohlford,
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 R M Neill (Seal)



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 San Diego

On October 22, 2018 before me, Shelley C. Nelson, Notary Public
(insert name and title of the officer)

personally appeared Jeffrey A. Chino
 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.

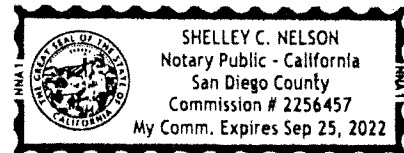
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Shelley C. Nelson

(Seal)



CIVIL CODE § 1189

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.

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Exhibit A**LEGAL DESCRIPTION**

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

PARCEL I: APN 237-131-01

LOTS 2, 3 AND 4 IN BLOCK 257 OF THE RANCHO RINCON DEL DIABLO, ACCORDING TO MAP THEREOF NO. 648, FILED ON NOVEMBER 20, 1990, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO THAT PORTION OF THE UNNAMED STREET BOUNDED ON THE WEST BY SAID LOTS 2 AND 3 AND ON THE EAST BY SAID LOT 4 IN SAID BLOCK 257, VACATED AND ABANDONED TO PUBLIC USE MAY 29, 1939, BY THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, A COPY OF SAID VACATION RECORDED JUNE 5, 1939 IN BOOK 901, PAGE 449 OFFICIAL RECORDS.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS 2 AND 3, LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3 DISTANT THEREON SOUTH 14°15' EAST 853.5 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 3, RUNNING THENCE NORTH 75°45' EAST 163.0 FEET; THENCE NORTH 3°32' EAST 247.6 FEET; THENCE NORTH 37°41' EAST 277.3 FEET; THENCE NORTH 52°07' EAST 293 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2 WHICH IS DISTANT THEREON SOUTH 40°5' WEST 1157 FEET FROM THE ANGLE POINT IN SAID SOUTHEASTERLY LINE LYING IMMEDIATELY WEST OF THE MOST NORTHERLY CORNER OF LOT 4 IN SAID BLOCK 257.

ALSO EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS 3 AND 4 AND OF THE SAID VACATED STREET LYING BETWEEN SAID LOTS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE NORTH 8°39' EAST ALONG THE EASTERLY LINE OF SAID LOT 4, 1120 FEET; THENCE NORTH 79°37' WEST 352.9 FEET; THENCE SOUTH 34°5' WEST 331.7 FEET; THENCE SOUTH 50°49' WEST 104.3 FEET; THENCE SOUTH 34°58' WEST 592.1 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE SOUTH 14°15' EAST ALONG THE SOUTHWESTERLY LINE OF LOT 3 AND ALONG THE SOUTHWESTERLY LINE OF THE VACATED UNNAMED STREET ABOVE REFERRED TO 184.2 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

PARCEL II: APN 237-131-02

THOSE PORTIONS OF LOTS 3 AND 4 IN BLOCK 257 OF RANCHO RINCON DEL DIABLO, ACCORDING TO MAP THEREOF NO. 648, FILED ON NOVEMBER 20, 190, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND OF THE UNNAMED STREET LYING BETWEEN SAID LOTS 3 AND 4, VACATED AND ABANDONED TO PUBLIC USE MAY 29, 1939, BY THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY A COPY OF SAID VACATION RECORDED JUNE 5, 1939 IN BOOK 901, PAGE 449 OFFICIAL RECORDS.

DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE NORTH 8°39' EAST ALONG THE EASTERLY LINE OF SAID LOT 4 , 1120 FEET; THENCE NORTH 79°37' WEST 352.9 FEET; THENCE SOUTH 34°52' WEST, 331.7 FEET; THENCE SOUTH 50°49' WEST 104.3 FEET; THENCE SOUTH 34°58' WEST, 591.1 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE SOUTH 14°15' EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3 AND ALONG THE SOUTHWESTERLY LINE OF THE VACATED UNNAMED STREET ABOVE REFERRED TO 184.2 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4 TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS GRANTED TO THE COUNTY OF SAN DIEGO BY DOCUMENT RECORDED OCTOBER 29, 1969 AS DOCUMENT NUMBER 198728 OF OFFICIAL RECORDS.

END OF LEGAL DESCRIPTION

Exhibit B

I. PUBLIC BENEFITS AND IMPROVEMENTS

- A. BEAR VALLEY PARKWAY FRONTAGE.** Owner shall design and construct a 2,937-foot stretch of Bear Valley Parkway by adding one north-bound lane along the project frontage together with construction of curb and gutter and a 5-foot-wide concrete sidewalk.
- B. CONTRIBUTION.** The Owner shall deposit \$215,000 ("Contribution") with the City for its use not later than the date upon which security must be posted for the Offsite Improvements. The Contribution shall be adjusted as set forth herein to reflect the annual increase, if any, in the Los Angeles Construction Cost Index ("CCI") when compared to the previous year. The adjustments shall commence on the third anniversary of the Effective Date hereof to reflect any increase in the CCI between the third and fourth anniversaries of the Effective Date, and continue annually thereafter until the Offsite Improvements are complete. Owner shall deposit with the City appropriate CCI adjustment payments concurrently with the posting of security for the Offsite Improvements, and annually thereafter until the Offsite Improvements are complete. The CCI adjustment payments, if any, shall be added to the Contribution for purposes of this Section I.B and Section II.A, below. The Contribution shall be subject to any reductions as provided in Section II.A. Any reduction in the Contribution, as set forth in Section II.A, below, will be refunded to Owner upon completion of the Offsite Improvements.
- C. OFFSITE IMPROVEMENTS.** Owner shall design and construct a 528 - foot stretch of Northbound Bear Valley Parkway from the south edge of the residential development to Ranchito Drive in accordance with the BVP Specific Alignment Plan, which includes but is not limited to storm water improvements in accordance with green street designs, curb, gutter and a 5-foot-wide concrete sidewalk. Owner shall ensure necessary storm water improvements in accordance with the USEPA Green Streets guidelines and handbooks are established to full growth to perform as designed as determined by the City Engineer, prior to turning over the maintenance responsibility to an HOA to be maintained in perpetuity and contained in the Project's CC&Rs. Should the adjacent parcel, APN No. 239-050-20, be developed the HOA shall have no further maintenance responsibility, and the City will assign such responsibility for maintenance to the property owner in accordance with City standards and policies.
- D. RIGHT OF WAY.** The Owner and City recognize that certain additional right of way is needed for construction of these Offsite Improvements. Owner shall prepare the plats and legal descriptions for the necessary right of way for the Offsite Improvements, which must be approved by the City. Owner shall use its best efforts to acquire the right of way. If Owner is unable to acquire the right of way despite its best efforts, Owner must give the City written notice of the Owner's inability to acquire the right of way before the Owner's submission of improvement plans and

securities for the Public Improvements. The City may seek to acquire the right of way after receiving said notice from the Owner. If the City elects to do so, the City will have nine (9) months to acquire the necessary right of way after approval of the improvement plans and the posting of security for the Public Improvements.

II. FEE CREDITS AND REIMBURSEMENTS

- A. REIMBURSEMENT FOR OFFSITE IMPROVEMENTS.** The City will reimburse the Owner for the Reimbursable Costs as provided in this Section II.A. The Owner shall publically bid the offsite improvement project to qualified contractors. The City will confirm the lowest responsible and responsive bid price ("Bid Price"). In addition to the Bid Price, the City will also reimburse Owner for permit fees and engineering, design, and mitigation costs on a pro rata basis for the Offsite Improvements ("Other Costs"). Collectively, the Bid Price and the Other Costs make up the Reimbursable Costs. Upon substantial completion of the Offsite Improvements, the City will reimburse Owner \$98,000 within thirty (30) days of a written request from Owner. The remaining Reimbursable Costs will be paid by the City on or before 4 years from the notice of completion for the Offsite Improvements. Reimbursable Costs must be incurred after the Effective Date. The Contribution provided above shall be reduced, and any excess refunded to Owner, as set forth in Section I.B above, to the extent that the Contribution exceeds fifty percent (50%) of the Reimbursable Costs.

By way of example only, in the event the Reimbursable Costs are \$450,000, and the Contribution amounts to \$230,000 (original \$215,000 Contribution plus \$15,000 CCI adjustment), then the Contribution would be reduced to \$225,000 (50% of the Reimbursable Costs) and the City would reimburse Owner an additional \$5,000 pursuant to Section I.B, above. Using the preceding example, in the event Reimbursable Costs were \$470,000 rather than \$450,000, there would be no reduction in the Contribution (Contribution does not, in this example, exceed 50% of Reimbursable Costs).

- B. REIMBURSEMENT FOR RIGHT OF WAY.** The City will reimburse the Owner for the actual costs of acquisition for the right of way acquired by the Owner, in an amount not to exceed the appraised value of the necessary right of way. Any reimbursable costs in this Section II B must be incurred after the Effective Date and are separate and apart from the limits on reimbursements contained in Section II A.

III. TIMING AND COOPERATION

- A.** The City and Owner agree to cooperate towards the requirements in this Agreement including a permitting and construction schedule.

Planning Commission

Hearing Date: August 22, 2023

Effective Date: August 23, 2023

PLANNING COMMISSION RESOLUTION NO. 2023-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ESCONDIDO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL OF AN EXTENSION OF TIME FOR AN EXECUTED DEVELOPMENT AGREEMENT

APPLICANT: Trumark Homes (Paul Faye)

CASE NO: PL23-0270

WHEREAS, Trumark Homes ("Applicant") filed a land use development application, Planning Case No. PL23-0270 ("Application"), constituting a request for an Extension of Time to amend a previously executed Development Agreement ("Project") on a 41.27-acre site located at the intersection of Bear Valley Parkway and Encino Drive, addressed at 661 Bear Valley Parkway (APN 237-131-01-00 and 237-131-02-00), in the Planned Development – Residential (PD-R) Zone; and

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

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the 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, amendments to Development Agreements are permitted, in accordance with Section 33-1142 of Article 58 (Development Agreements) of the Escondido Zoning Code; and

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

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

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

WHEREAS, on August 22, 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 August 22, 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.

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

1. The above recitations are true and correct.
2. The Planning Commission, in its independent judgement, has determined that the Project does not require further environmental review beyond what was analyzed under the previously certified Final Environmental Impact Report (SCH No. 2016111060)
3. After consideration of all evidence presented, and studies and investigations made by the Planning Commission and on its behalf, the Planning Commission makes the following substantive findings and determinations, attached hereto as Exhibit "C," relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the Planning Commission reached a recommendation on the matter as hereinafter set forth.
4. The Application is hereby **recommended for approval to the City Council**. The Planning Commission expressly declares that it would not have recommended approval of this Application except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the use permitted hereby.

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, 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 22nd day of August, 2023, by the following vote, to wit:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSTAINED: COMMISSIONERS:

ABSENT: COMMISSIONERS:

RICK PAUL, 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.

Alexander Rangel, Minutes Clerk
Escondido Planning Commission

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

EXHIBIT "A"**LEGAL DESCRIPTION**

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

PARCEL 1: (APN 237-131-01-00)

LOTS 2, 3 AND 4 IN BLOCK 257 OF THE RANCHO RINCON DEL DIABLO, ACCORDING TO MAP THEREOF NO. [648](#), FILED ON NOVEMBER 20, 1890, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO THAT PORTION OF THE UNNAMED STREET BOUNDED ON THE WEST BY SAID LOTS 2 AND 3 AND ON THE EAST BY SAID LOT 4 IN SAID BLOCK 257, VACATED AND ABANDONED TO PUBLIC USE MAY 29, 1939, BY THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, A COPY OF SAID VACATION RECORDED JUNE 05, 1939 IN [BOOK 901, PAGE 449](#) OFFICIAL RECORDS.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS 2 AND 3, LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3 DISTANT THEREON SOUTH 14°15' EAST 853.5 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 3, RUNNING THENCE NORTH 75°45' EAST 163.0 FEET; THENCE NORTH 3°32' EAST 247.6 FEET; THENCE NORTH 37°41' EAST 277.3 FEET; THENCE NORTH 52°07' EAST 293 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2 WHICH IS DISTANT THEREON SOUTH 40°05' WEST 1157 FEET FROM THE ANGLE POINT IN SAID SOUTHEASTERLY LINE LYING IMMEDIATELY WEST OF THE MOST NORTHERLY CORNER OF LOT 4 IN SAID BLOCK 257.

ALSO EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS 3 AND 4 AND OF THE SAID VACATED STREET LYING BETWEEN SAID LOTS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE NORTH 8°39' EAST ALONG THE EASTERLY LINE OF SAID LOT 4, 1120 FEET; THENCE NORTH 79°37' WEST 352.9 FEET; THENCE SOUTH 34°05' WEST 331.7 FEET; THENCE SOUTH 50°49' WEST 104.3 FEET; THENCE SOUTH 34°58' WEST 592.1 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE SOUTH 14°15' EAST ALONG THE SOUTHWESTERLY LINE OF LOT 3 AND ALONG THE SOUTHWESTERLY LINE OF THE VACATED UNNAMED STREET ABOVE REFERRED TO, 184.2 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

PARCEL 2: (APN 237-131-02-00)

THOSE PORTIONS OF LOTS 3 AND 4 IN BLOCK 257 OF RANCHO RINCON DEL DIABLO, ACCORDING TO MAP THEREOF NO. [648](#), FILED ON NOVEMBER 20, 1890, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND OF THE UNNAMED STREET LYING BETWEEN SAID LOTS 3 AND 4, VACATED AND ABANDONED TO PUBLIC USE MAY 29, 1939, BY THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY A COPY OF SAID VACATION RECORDED JUNE 05, 1939 IN [BOOK 901, PAGE 449](#) OFFICIAL RECORDS. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE NORTH 8°39' EAST ALONG THE EASTERLY LINE OF SAID LOT 4, 1120 FEET; THENCE NORTH 79°37' WEST 352.9 FEET; THENCE SOUTH 34°52' WEST, 331.7 FEET; THENCE SOUTH 50°49' WEST 104.3 FEET; THENCE SOUTH 34°58' WEST, 591.1 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE SOUTH 14°15' EAST

ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3 AND ALONG THE SOUTHWESTERLY LINE OF THE VACATED UNNAMED STREET ABOVE REFERRED TO, 184.2 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4 TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS GRANTED TO THE COUNTY OF SAN DIEGO BY DOCUMENT RECORDED OCTOBER 29, 1969 AS DOCUMENT NUMBER [198728](#) OF OFFICIAL RECORDS.

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:

Planning Division
City of Escondido
201 North Broadway
Escondido, California 92025-2798

This Space for Recorder's Use Only

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("**First Amendment**") is made and entered into effective this _____ day of _____, 2023 ("**Effective Date**"), by and between by and between the City of Escondido, a California municipal corporation ("**City**"), and TH Bear Valley Escondido LLC ("**Owner**"). (The City and Owner each may be referred to herein as a "**Party**" and collectively as the "**Parties**")

WHEREAS, the City and prior owner, Spieth & Wohlford, Inc., previously entered into that certain Development Agreement for 661 Bear Valley Parkway recorded in the Official Records of San Diego County, California, on November 5, 2018, as Instrument No. 2018-0462661 ("**Development Agreement**"), pertaining to that certain real property designated as Assessor's Parcel Nos. (APNs) 237-131-01 and 237-131-02, as more particularly described in the Development Agreement (the "**Property**"); and

WHEREAS, subsequent to the execution of the Development Agreement, the Property was sold and ownership is now vested in Owner; and

WHEREAS, the Parties desire to amend the Development Agreement to extend its term;

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Extension of Term of Development Agreement. The Term of the Development Agreement is hereby extended by a period of two years, commencing on September 21, 2023 and expiring on September 21, 2025.
2. Counterparts. This First Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document.
3. Effective Date. Unless a different date is provided in this First Amendment, the

effective date of this First Amendment shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this First Amendment is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO,
a California municipal corporation

By: _____ Date: _____
Dane White
Its: Mayor

TH BEAR VALLEY ESCONDIDO LLC
a California Limited Liability Company

By: _____ Date: _____
Gregg A. Nelson
Its: Manager

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

Approved as to Form:

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

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

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

EXHIBIT "C"

PLANNING CASE NOS. PL23-0270

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Environmental Determinations:

In accordance with Public Resources Code section 21166 and California Environmental Quality Act (CEQA) Guidelines section 15162, the Planning Commission finds and determines as follows:

1. The potential environmental effects of the actions described in the original Project have been analyzed, considered and mitigated through an Initial Study and a Final Environmental Impact Report ("FEIR") (SCH: 2016111060) prepared and certified on August 18, 2018, pursuant to CEQA. See City Council Resolution No. 2018-20.
2. The City has evaluated and considered the changes that would be implemented by the Project, as amended or modified. These changes do not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
3. The City has evaluated and considered the changes with respect to the circumstances under which the actions identified in revised Details of Request, as amended by the Project, are being undertaken. The changes with respect to these circumstances do not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
4. The City is not aware of any new information of substantial importance that discloses that the actions described in the Project, as amended or modified, will have other or more severe significant environmental effects not previously discussed or that previously rejected or other mitigation measures or alternatives are now feasible and effective.
5. Therefore, the Final Environmental Impact Report remains adequate and no further CEQA environmental analysis is required for Project as amended or modified.

Development Agreement Findings (Escondido Zoning Code Section 33-1138)

The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, Special Planning Area provisions, and Improvement standards adopted by the City as described below.

1. *The project is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan;*

The Project is for an Extension of Time for a previously executed Development Agreement. The Project is in substantial conformance with previous approvals related to SUB15-0002, PHG15-0004, and ENV15-0001. The Project is consistent with policies related to Development Agreements as outlined in the City's 2012 General Plan.

2. *The project is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located and all other provisions of Chapter 33 of this code;*

The Project is related to SUB15-0002, PHG15-0004, and ENV15-0001, which is for a residential development. Residential uses are permitted within the Planned Development – Residential (PD-R) zone. The Project has been previously analyzed for conformance with the regulations contained in Chapter 33 (Escondido Zoning Code). No changes are proposed as a part of this Project's request.

3. *The project is in conformity with public convenience, general welfare and good land use practices;*

The Project substantially conforms to approvals associated with SUB15-0002, PHG15-0004, and ENV15-0001. The Project conforms with the public convenience, general welfare and good land use practices. The Extension of Time will allow for the Applicant to implement the original Project's approvals.

4. *The project will not be detrimental to the health, safety and general welfare;*

The Project is for an Extension of Time for a previously executed Development Agreement. The Extension of Time will not be detrimental to the health, safety and general welfare.

5. *The project will not adversely affect the orderly development of property or the preservation of property values;*

The Project is for an Extension of Time that would allow the Applicant to substantially implement the orderly development of the subject property.

6. *The project is consistent with the provisions of [Government Code](#) Section 65864 et seq*

The Project will extend a previously executed Development Agreement for another two years so that the Applicant may finalize post-entitlement permits. The amended Development Agreement will continue to be consistent with the provisions of Government Code Section 65864.



STAFF REPORT

August 22, 2023

PL23-0061 – Comprehensive Sign Ordinance Update

PROJECT NUMBER / NAME: PL23-0061 – Comprehensive Sign Ordinance Update.

REQUEST: Status report on Sign Ordinance update based on feedback received from the Planning Commission subcommittee, and the City Council Economic Development Subcommittee.

PROPERTY SIZE AND LOCATION: Citywide

APPLICANT: Development Services Department

GENERAL PLAN / ZONING: N/A

PRIMARY REPRESENTATIVE: Ivan Flores, AICP
Associate Planner

DISCRETIONARY ACTIONS REQUESTED: N/A

PREVIOUS ACTIONS: On May 23, 2023, the Planning Commission formed a subcommittee to discuss the Sign Ordinance Update

CEQA RECOMMENDATION: Not a project under CEQA, pursuant to CEQA Guidelines Section 15378 (b)(5)

STAFF RECOMMENDATION: None.

REQUESTED ACTION: None.

CITY COUNCIL HEARING REQUIRED: ☐ YES ☒ NO

REPORT APPROVALS: ☐ Andrew Firestine, Director of Development Services

☒ Adam Finestone, City Planner



CITY of ESCONDIDO

STAFF REPORT

Item 5.

BACKGROUND

The 2022/2023 Planning Commission Work Plan identifies a range of policies to be considered through its two-year horizon, and includes a comprehensive update to Article 66 (Sign Ordinance) of the Escondido Zoning Code.

SUMMARY OF REQUEST

At this time, Planning staff is providing an update on the feedback received from the Planning Commission subcommittee and the City Council Economic Development Subcommittee.

SUPPLEMENTAL DETAILS OF REQUEST

In June, Planning staff met with the Planning Commission subcommittee comprised of Chair Paul, Vice Chair Barba, and Commissioner Barber. The attached memo was provided to the subcommittee prior to the meeting (see Attachment 1).

On August 7, Planning staff presented to the City Council Economic Development Subcommittee. A summary of both meetings is provided below.

Planning Commission Subcommittee Feedback

The subcommittee was generally supportive of the effort and the direction of the sign ordinance update. The main discussion points can be broken down as follows:

Definitions: The subcommittee discussed the inclusion of new definitions to reflect changing technologies and nomenclature related to signs. Additionally, the subcommittee identified redundant terms that may be deleted from the sign ordinance.

Signs for businesses no longer in service: There was a robust discussion on signs for businesses no longer in service. Staff conveyed to the subcommittee that this was an enforcement issue, but will research other cities policies to see if there is an appropriate tool or process for the removal of such signs.

Sign Design Guidelines: The City of Escondido has sign design guidelines that were adopted by resolution separately from the Sign Ordinance. The subcommittee supports the incorporation of sign design guidelines into the sign ordinance. Staff will review surrounding cities to understand the implication of incorporating the sign design guidelines into the ordinance itself.

Signs within the public right of way: The subcommittee had general concerns regarding the placement of signs within the public right of way, specifically signs related to realtors. The current sign ordinance has regulations for real estate signs; however, these signs do not require a sign permit. Staff does not anticipate requiring a permit for these signs, but will explore additional standards regarding placement within the City.

Comprehensive Sign Programs: A significant change that staff is exploring as a part of the comprehensive update is the allowance for deviation from sign ordinance standards through a Comprehensive Sign Program (CSP). Currently, CSPs reiterate provisions of the sign ordinance and only regulate color, type of sign, and consistency among signs within a center. The only processes for deviating from the sign ordinance are the adoption of a Specific Plan or Master Plan; however, the adoption of these plans for the sole purpose of signage is overly burdensome. Allowance



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for deviation from sign ordinance standards through a CSP is currently allowed in some nearby cities (notably Carlsbad and Vista). The subcommittee was supportive of this effort, and staff will evaluate the implications of incorporating this into the sign ordinance update.

City Council Economic Development Subcommittee

Staff provided a brief presentation the City Council Economic Development Subcommittee (comprised of Mayor White and Deputy Mayor Garcia). The conversation focused on the following items:

Digital Media Signage: Staff is exploring the allowance of digital media signage within certain properties in the City. The subcommittee is supportive of this type of signage within the City, and the potential inclusion of public service announcements as a condition of their approval. Staff will continue researching the appropriate application process and design parameters for this type of sign.

"For Lease" Signage: The subcommittee had a brief discussion regarding "For Lease" signs, particularly for tenant spaces that were no longer vacant. This concern is similar to the concerns the Planning Commission subcommittee had relative to signs for business no longer in service. Staff will evaluate current enforcement language within the sign ordinance and explore potential solutions to this through the code compliance process.

Methodology for calculating sign area: Planning staff is also evaluating the calculation used to determine allowable sign area (that is the amount of signage a business is allowed). Escondido is an outlier in this respect as most nearby cities calculate allowable sign area based on building and/or lot frontage while Escondido uses building square footage. The current method is disadvantageous for smaller tenants or end cap tenants within shopping centers. The subcommittee was generally supportive of an alternative method to allow more signage for businesses within the City.

ENVIRONMENTAL ANALYSIS

The primary purpose of this agenda item is to provide an update to the Planning Commission on the feedback received from the Planning Commission subcommittee and the City Council Economic Development Subcommittee. The content of this agenda report is provided for informational purposes only, and is "not a project" under the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines section 15378(b)(5), which excludes from the definition of "project" "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

CONCLUSION AND RECOMMENDATION

Planning staff will continue working through the sign ordinance update through the course of the year. Staff anticipates having the ordinance to the Planning Commission for a recommendation to City Council in late Winter.

ATTACHMENTS

1. Planning Commission Subcommittee Memo

PLANNING COMMISSION

TO: Planning Commission Subcommittee

FROM: Ivan Flores, AICP, Associate Planner

SUBJECT: Sign Ordinance Update Purpose and Goals

The purpose of this memorandum is to provide a brief background to the Planning Commission subcommittee on why the Planning Division is undertaking an update to the Sign Ordinance (Article 66), and proposed modifications to the sign ordinance. This memo will also outline the role of the Planning Commission in this process, and the purpose of this subcommittee.

Scope of Work

The proposed project entails the repeal and replacement of Article 66 (“Sign Ordinance”), which will create new regulations for signage within the City of Escondido. In addition to new regulations, the new ordinance will consolidate, simplify, and clarify existing regulations that will remain as a part of the update. The new regulations include, but are not limited to: increased sign area allowance, inclusion of new types of signage within the City, provisions to allow for deviations from the sign ordinance, operational standards, and signage for temporary uses.

Background

The Sign Ordinance (“Ordinance”) was first adopted by City Council on November 4, 1992 (Ordinance No. 92-47 – see attached document). Additionally, the City Council adopted sign design guidelines (Resolution N. 92-441) to further regulate sign design. The Ordinance has been revised over the last two decades with the most recent update earlier this year (Ord. No. 2023-07); however, this effort represents the first comprehensive update to the Ordinance as the foundation of the Ordinance has remained largely intact including minimum allowable sign area square-footage, calculation method for determining allowable sign area, and general structure.

Planning Commission and Subcommittee Role

The Sign Ordinance exist to regulate signage within the City of Escondido on private property. It is the intent of the sign ordinance to preserve and enhance the aesthetic values of the community while respecting the rights of business owners to publicize their business. The Planning Commission acts as an advisory body to the Council on the adoption of the final ordinance. The Planning Commission has jurisdiction over the following types of sign permits:

- o Reviews Regional Market Signs with recommendation to City Council
- o Electronic changeable copy signs – design review

- o Appeals of the Director's decision on signage
- o Director may refer sign permits to the Planning Commission
- o Zoning Administrator approves comprehensive sign program

Overview of Proposed Changes

The following section will provide a brief overview of the changes that are being considered under the update.

(Section 33-1390 – Purpose and Applicability): The purpose and applicability section outline the purpose of the sign ordinance, and a general statement as to its applicability to signs. **Staff does not anticipate any changes to this section.**

(Section 33-1391 – Definitions): This section outlines the definition for terms used throughout the sign ordinance. **Staff does anticipate changes to this section to be made to remove, clarify, and add new terms.**

(Section 33-1392 – Permit Administration): This section outlines the process for obtaining a sign permit and required material (e.g., site plan, photos, etc.). **Staff does anticipate modifications to the section. Most notably, streamlining the sign permit process by combining it with the building permit process. This section also discusses the Comprehensive Sign Program which may have its own section.**

(Section 33-1393 – Exempt and Prohibited Signs): This section outlines the types of signs that are not required to obtain a sign permit, and signs that are not allowed within the City. **Staff does not anticipate any changes to this section.**

(Section 33-1394 – Construction and Maintenance of Signs): This section outlines the general construction and maintenance standards for signs. **Staff does anticipate changes to this section to include lighting standards.**

(Section 33-1395 – Sign Standards – General): This section outlines regulations for freestanding signs. **Staff does anticipate removing this section to cover another topic, or removing it entirely.**

(Section 33-1395.1 through Section 33-1395.12 – Sign Standards for Type of Sign and Zone): These sections comprise the bulk of the sign regulations pertaining to the types of signs that are allowed within the City. **Staff does anticipate substantive changes to these section; most notably, staff intends to consolidate these sections.**

(Section 33-1396 – General Use Signs): This section covers temporary signage within the City, in addition to regulations for specific types of uses including on-site subdivision signs, real estate kiosk signs, and sign regulations for nonresidential uses in residential zones. **Staff does anticipate changes to this section. Those changes include adding a separate section for temporary signage, and combining sections with other proposed sections as appropriate.**

(Section 33-1397 – Temporary Signage on Private Property): This section discusses temporary signage on private property that is not commercially related to the use on site including but not limited to signs for political expression. **Staff does anticipate changes to this section.**

(Section 33-1398 – Enforcement and Penalties): This section outlines the penalties associated with not obtaining a sign permit. **Staff does not anticipate any changes to this section.**

(Section 33-1399 – Nonconforming Signs): This section discusses nonconforming signs (legally permitted signs that are out of compliance due to code changes) and the process by which a sign may lose its nonconforming status. **Staff does not anticipate any changes to this section.**

Other Items for Consideration

In addition to the clean up existing sections, staff is also exploring several other items through the sign ordinance update. Those items are as follows:

New Types of Signage/Processed Allowed

1. Allowing Digital Media Signs
2. Allowing Roof Signs
3. Allowing for A-Frame/Sandwich board signs which are currently only allowed in the Downtown Specific Plan.
4. Allowing deviation from the sign ordinance regulations via the Comprehensive Sign Programs.

Sign Design Guidelines

Potentially rescinding them or incorporating them into the sign ordinance. They would have their own section. A similar example would be City of Carlsbad and has been highlighted in their ordinance.

Allowable Sign Area/Methodology

Establishing a minimum or maximum allowable sign area. The Ordinance currently allows for 15 sq. ft. regardless of building size. On that note, another item to be considered is how we calculate the allowable sign area which is currently 1 sq. ft. of sign area for 50 sq. ft. of building area. An example of this is a tenant with a 950 sq. ft. building and who is allowed 19 sq. ft.; the tenant may allocate that 19 sq. ft. to as many signs as they like as long as they don't exceed the maximum. The attached documents from the comparison cities outline their methodology for calculating allowable sign area.

Conclusion

This memo is intended to provide the subcommittee with the background and information needed to make recommendations to staff on the proposed update.

PLANNING COMMISSION

Agenda Item No.: 6
Date: August 22, 2023

DATE: August 22, 2023

TO: Planning Commissioners

FROM: Jennifer Schoeneck, Deputy Director of Economic Development

SUBJECT: Comprehensive Economic Development Strategy

What is the City of Escondido Comprehensive Economic Development Strategy (CEDS)?

Every five years, the City of Escondido Economic Development team updates the Comprehensive Economic Development Strategy (CEDS). The CEDS is a document that uses data and community feedback to create policy and activity priorities for a five year timeframe. The document must be adopted by City Council and then filed with the federal government bureau, the Economic Development Administration (EDA). [Learn more about the federal EDA CEDS.](#)

Why does it matter?

The CEDS is a way to set a plan to attract and retain high-wage and critical businesses. Businesses play an important role in our community, providing jobs, goods and services to our residents. Many businesses also provide sales tax revenue, and serve as a catalyst to attract investment into the City to fund infrastructure improvements.

This document serves as a way to unite the City with private sector, nonprofit and other government entities on the economic development priorities of the City that will create a healthy economy. One in which people can find the jobs they want to grow their careers, and that provides the financial backbone of the community.

What type of community participation occurred in the process of creating the CEDS?

In this process, in addition to analyzing the data and learning from economic trends, and historical policies, the City heard feedback from residents, nonprofit leaders and business owners. Participants attended in-person meetings or completed an online survey that was available in both English and in Spanish. All together, the City presented at 7 community meetings with 105 meeting participants and received 128 survey responses.

The CEDS can be found at the following link:

<https://escondido.org/Data/Sites/1/media/EconDevWebPics/EconDevDocuments/EscondidoCEDS2028.pdf>



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Agenda Item No. 7

August 22, 2023

Tentative Future Agenda Items

DATE: August 22, 2023

TO: Planning Commissioners

FROM: Adam Finestone, City Planner

SUBJECT: Tentative Future Agenda Items

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:

- Christ Community Reform Church (additional classroom space)
- In-n-Out / Coffee Bean & Tea Leaf
- Goal Line Energy (battery storage facility)

Policy Work:

- Sign Ordinance Update
- General Plan Amendment – EVSP Follow-Up
- 2023 Zoning Code Omnibus

Informational Presentations:

- Community Facilities Districts
- North County Mall
- California Environmental Quality Act
- Parklets
- Short-Term Rental Ordinance