City of Escondido

Planning Commission Meeting (Special Meeting)

November 18, 2025 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

Stan Weiler

Vice Chair

Barry Speer

Commissioners

Marc Correll
Corey Gustafson
Jeff Jester
Carrie Mecaro
Dustin Steeve

Minutes Clerk

Angel Estrada

How to Watch

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

In Person



201 N. Broadway, Escondido, CA 92025

CITY of ESCONDIDO

PLANNING COMMISSION

TUESDAY, NOVEMBER 18, 2025

HOW TO PARTICIPATE

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

In Person	In Writing
	
Fill out Speaker Slip and Submit to City Clerk	https://escondido-ca.municodemeetings.com

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 to 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, NOVEMBER 18, 2025

AGENDA

CALL TO ORDER

FLAG SALUTE

ROLL CALL

APPROVAL OF MINUTES

1. October 28, 2025

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 Written 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

Please limit your testimony to three minutes.

2. **PL24-0091/PL24-0092/PL24-0093/PL24-0094/PL24-0095/PL25-0324 – THE MAPLE - DOWNTOWN SPECIFIC PLAN AMENDMENT, DEVELOPMENT AGREEMENT, PLANNED DEVELOPMENT PERMIT, AND DESIGN REVIEW PERMIT**

   REQUEST: Recommend to the City Council approval of a project with a Specific Planning Area 9 (SPA) General Plan land use designation and within the Specific Plan (S-P) zoning district, consisting of: an Amendment to the Downtown Specific Plan removing the requirement for ground-floor retail or office on the first floor, establishing a height overlay on the subject property increasing the height limit from 60'-0 to 65'-0", and increasing the allowable number of stories from four to five; a Development Agreement to transfer 50 dwelling units from the Downtown Density Credit Pool to the subject site, and for a reduction in the required amount of open space; a Planned Development Permit to allow for a reduction in the required open space pursuant to the Downtown Specific Plan, for the construction of ground-floor residential units, and utilization of tandem spaces; and a Design Review Permit for construction of 128 multi-family units ("Project"). The Project includes ancillary non-substantive text

amendments to the Downtown Specific Plan for consistency purposes, as well as off-site improvements to Maple Plaza and right-of-way improvements. The request also includes adoption of the environmental document prepared for the Project.

APPLICANT: Kingsbarn Realty Inc.

CEQA RECOMMENDATION: Recommend adoption of a Fifth Addendum to the Final Environmental Impact Report to the 2012 General Plan Update, Downtown Specific Plan Update, and Escondido Climate Action Plan

STAFF RECOMMENDATION: Recommend approval of the Project

CITY COUNCIL HEARING REQUIRED: X YES _NO

CURRENT BUSINESS

FUTURE AGENDA ITEMS

ORAL 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.

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

PLANNING COMMISSIONERS REPORT

CITY PLANNER'S REPORT

3. Tentative Future Agenda

ADJOURNMENT

CITY of ESCONDIDO

PLANNING COMMISSION MINUTES

October 28, 2025 at 7:00 PM
Mitchell Room: 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

Stan Weiler

VICE CHAIR

Barry Speer

COMMISSIONERS

Marc Correll
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Corey Gustafson

MINUTES CLERK

Angel Estrada

HOW TO WATCH

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In Person



201 N. Broadway, Escondido, CA 92025

CITY of ESCONDIDO

PLANNING COMMISSION MINUTES

TUESDAY, OCTOBER 28, 2025

MINUTES

CALL TO ORDER: 7:00 p.m.

FLAG SALUTE: Chair Weiler.

ROLL CALL:

Commissioners Present: Stan Weiler, Chair; Barry Speer, Vice Chair; Carrie Mecaro, Commissioner; Jeff Jester, Commissioner; Dustin Steeve, Commissioner; Marc Correll, Commissioner; and Corey Gustafson, Commissioner.

Commissioner Absent: None.

City Staff Present: Dare DeLano, Assistant City Attorney; Leia Cabrera, Engineering Manager; Sally Schifman, Principal Planner; Ivan Flores, Principal Planner; and Angel Estrada, Minutes Clerk.

APPROVAL OF MINUTES:

1. **October 14, 2025 Meeting Minutes.**
   Motion to approve meeting minutes.
   Motion: Commissioner Correll; Second: Jester.
   Motion carried (7-0) to approve the minutes.
   Ayes: Weiler, Mecaro, Speer, Jester, Steeve, Gustafson, Correll.
   Nays: None.
   Abstain: None.

WRITTEN COMMUNICATIONS:

None.

ORAL COMMUNICATIONS:

None.

PUBLIC HEARINGS:

2. **PL25-0020/PL25-0021/PL25-0023/PL25-0024: WEST VALLEY PARKWAY 70-UNIT CONDIMINIUMS**

   REQUEST: Recommend to the City Council approval of a project within the Downtown Specific Plan (SPA9) General Plan land use designation, and Specific Plan (S-P) zone consisting of a Tentative Subdivision Map, Planned Development Permit (Master and Precise Plan), and Design Review Permit all to permit construction of 70 dwelling units ("Project"). The proposed Project includes a Tentative Subdivision Map to merge two lots into one, and to allow for the subdivision of air space for purposes of condominium units. A Planned Development Permit consisting of a Master and Precise Plan is required to allow for

ground-floor residential units within the Downtown Specific Plan, and a Design Review Permit is required for construction of the 70 dwelling units. The Project also includes ancillary on- and off-site improvements related to demolition of an existing 60,000 square-foot office building, off-street parking, landscaping, storm water management, and repairing any impacted existing curb and gutter caused by the Project, and a passive open space area.

APPLICANT: KB Homes.

CEQA RECOMMENDATION: Categorical Exemption – CEQA Guidelines Section 15332 (In-Fill Development Projects).

STAFF RECOMMENDATION: Recommend approval of the Project as conditioned.

PUBLIC COMMENT:

Gabriel Thelen expressed questions and concerns regarding the project, which he addressed in discussion with the Planning Commission, City staff, and project consultants.

COMMISSION DISCUSSION:

The Commission discussed various aspects of the project and asked questions of both the applicant and City staff. Topics included project design, construction standards, anticipated market demand, and potential impacts on traffic circulation and connectivity to the downtown area.

COMMISSION ACTION:

Motion to Approve Resolution No. 2025-09 as conditioned.
Motion: Commissioner Mecaro; Second: Commissioner Correll.
Motion Carried (7-0) to approve the resolution as conditioned.
Ayes: Weiler, Speer, Mecaro, Jester, Steeve, Correll, Gustafson.
Nays: None.
Abstain: None.

CURRENT BUSINESS:

None.

FUTURE AGENDA ITEMS:

None.

ORAL COMMUNICATIONS:

CITY of ESCONDIDO

PLANNING COMMISSION MINUTES

TUESDAY, OCTOBER 28, 2025

None.

SELECTION OF CHAIR AND VICE-CHAIR:

None.

PLANNING COMMISSIONERS:

None.

CITY PLANNER'S REPORT:

Sally Schifman, Principal Planner, provided an update on three upcoming residential development projects expected to come before the Commission before the end of the year: The Maple, Park View Townhomes, and the Juniper Street Conversion Project. In addition, staff is preparing to present the Climate Action Plan and various housing implementation ordinances. Informational presentations on CEQA and the North County Mall entitlement history may also be scheduled.

ADJOURNMENT

Chair Weiler adjourned the meeting at 7:27 p.m.

_____ _____

Veronica Morones, City Planner
Planning Commission

Angel Estrada, Minutes Clerk

STAFF REPORT

DATE: November 18, 2025
PL24-0091 – The Maple

PROJECT NUMBER / NAME: **PL24-0091/PL24-0092/PL24-0093/PL24-0094/PL24-0095/PL25-0324 – The Maple - Downtown Specific Plan Amendment, Development Agreement, Planned Development Permit, and Design Review Permit**

REQUEST: Recommend to the City Council approval of a project with a Specific Planning Area 9 (SPA) General Plan land use designation and within the Specific Plan (S-P) zoning district, consisting of: an Amendment to the Downtown Specific Plan removing the requirement for ground-floor retail or office on the first floor, establishing a height overlay on the subject property increasing the height limit from 60'-0 to 65'-0", and increasing the allowable number of stories from four to five; a Development Agreement to transfer 50 dwelling units from the Downtown Density Credit Pool to the subject site, and for a reduction in the required amount of open space, among other terms and conditions; a Planned Development Permit to allow for a reduction in the required open space pursuant to the Downtown Specific Plan, for the construction of ground-floor residential units, and utilization of tandem spaces; and a Design Review Permit for construction of 128 multi-family units ("Project"). The Project includes ancillary non-substantive text amendments to the Downtown Specific Plan for consistency purposes, as well as off-site improvements to Maple Plaza and right-of-way improvements. The request also includes adoption of the environmental document prepared for the Project.

PROPERTY SIZE AND LOCATION: The 1.04-acre site is located on the south side of W. Valley Parkway and is between North Broadway to the east and Escondido Boulevard to the west and is addressed as 137 W. Valley Parkway (Assessor's Parcel Number: 229-421-26-00)

APPLICANT: Kingsbarn Realty Inc.

GENERAL PLAN / ZONING: Specific Planning Area 9 (SPA9)/Specific Plan (S-P)

PRIMARY REPRESENTATIVE: John Stack

DISCRETIONARY ACTIONS REQUESTED: Specific Plan Amendment, Development Agreement, Planned Development Permit, and Design Review Permit

PREVIOUS ACTIONS: N/A

CEQA RECOMMENDATION: Recommend adoption of a Fifth Addendum to the Final Environmental Impact Report to the 2012 General Plan Update, Downtown Specific Plan Update, and Escondido Climate Action Plan

STAFF RECOMMENDATION: Recommend approval of the Project

REQUESTED ACTION: Adopt Resolution No. 2025-10 recommending that the City Council approve the Project, subject to conditions of approval.

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STAFF REPORT

CITY COUNCIL HEARING REQUIRED: __X_YES ___NO

REPORT APPROVALS: _X_ Dare Delano, Assistant City Attorney

_X_ Veronica Morones, City Planner

BACKGROUND

On April 1, 2024, John Stack ("Applicant"), on behalf of Kingsbarn Realty Inc., submitted an application for development of the parcel located at 137 W. Valley Parkway ("Property"), which is currently developed with a municipal parking lot ("Lot 1"). The Property is located within the Downtown Specific Plan Area 9 (SPA 9) General Plan land use designation, and is zoned Specific Plan (S-P) (Attachment 1 – Aerial, General Plan land use, and zoning). The Downtown Specific Plan (DSP) identifies land use districts, which operate similar to zoning districts in that the Specific Plan's land use districts set permitted and conditionally permitted uses, as well as development standards such as setbacks, height, etc. The Property is located within the Historic Downtown (HD) land use district of the DSP. The Property is surrounded by a mix of commercial, and institutional uses as detailed in Table 1 (Table 1 – Surrounding Land Uses), and is fronted on three sides by public rights-of-way (Valley Parkway to the north, Maple Street Plaza to the west, and an alley to the south).

Table 1 - Surrounding Land Uses

	Land Use District	**Use**
North	Parkview District	City Hall
South	Historic Downtown District	Medical office
West	Historic Downtown District	Vacant commercial building
East	Historic Downtown District	Commercial buildings

Previous development proposal: On October 9, 2019, the City Council denied a request for a Development Agreement, and Master and Precise Development for a mixed-use development known as "Aspire." The previous application entailed a request to construct a six-story, mixed use structure containing 131 apartment units, approximately 4,289 square-feet of commercial space, underground parking, and an outdoor common area with a pool. The prior project design included a maximum height of approximately 67 feet with a tower element that extended up to 75 feet. The prior project also invoked State Density Bonus Law and included a density bonus through the provision of 28 affordable units.

The prior project's proponent filed a lawsuit against the City over the denial, resulting in a settlement agreement between the two parties. This agreement allowed for a new subsequent application for development on the Property by a different developer. The request before the Planning Commission is a new application for development consistent with the terms of the settlement agreement.

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SUMMARY OF REQUEST

The Applicant submitted a request to amend the Downtown Specific Plan (DSP) to modify two components of the existing specific plan:

1. To modify the allowed uses by allowing ground-floor residential uses on the Property via the Planned Development Permit process, where currently ground floor residential is prohibited;

2. To modify the allowable height requirements for only the Property by establishing a height overlay that would increase the allowable story limit up to five stories (whereas four is currently the maximum), and increase the allowable height for the Property from 60'-0" to 65'-0".

The Applicant also requests a Development Agreement to transfer 50 units from the Downtown Density Credit Pool to the Property, and to reduce the required amount of open space as permitted by the DSP; a Planned Development Permit to allow the ground-floor residential (following the proposed specific plan amendment); and a Design Review Permit as required by Article 64 (Design Review). The requested entitlements would permit and facilitate the development of a 128-unit multi-family building in the central area of the downtown. Table 2 below provides a summary of the requested entitlements and their intent (Table 2 – Requested Entitlements):

Table 2 - Requested Entitlements

Specific Plan Amendment	○ Allow ground-floor residential uses on the Property through a Planned Development Permit, where such ground-floor use is currently prohibited (Applicant request) ○ Establish a height overlay on the Property to increase the permitted maximum number of stories from 4 to 5, and increase the allowable height of buildings from 60'-0" to 65'-0" (Applicant request) ○ Ancillary non-substantive text amendments to address the removal of Lot 1 as a municipal parking lot
Development Agreement	○ Transfer 50 units from the Downtown Density Credit Pool to the Property (Sec. II(B)(3) of the DSP) ○ Reduce the amount of required open space, and payment of an open space in-lieu fee (Sec. III(B)(6)(b) of the DSP) ○ Pay an in-lieu fee to demonstrate consistency with the Climate Action Plan checklist related to required number of trees (Applicant request)
Planned Development Permit	○ Permit ground-floor residential uses on the Property (subject to SPA approval) ○ Allow for 25% of the units to be provided with tandem off-street parking spaces (Sec. III(B)(1)(b) of the DSP) ○ Reduction of the required amount of open space (Sec. III(B)(6)(b) of the DSP)

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Design Review Permit	○ Construction of a 128 multi-family unit project (Sec. VIII(1) of the DSP)

SUPPLEMENTAL DETAILS OF REQUEST

Standard		
1. Property Size:	1.04 acres (45,489 square feet)	
2. Number of Units:	128 dwelling units (78 base units + 50 units from the density credit pool)	
	Minimum Required	**Proposed**
3. Unit Size:	No requirement	Studios: 487 square-feet (sq. ft.) – 540 sq. ft. 1 bedroom: 664 sq. ft. – 712 sq. ft. 2 bedrooms: 915 sq. ft. – 1,039 sq. ft.
4. Density:	75 du/acre	123.08 du/ac
5. Lot Coverage/Floor Are Ratio:	None	94%
6. Building Height	60'-0"	61'-6"
7. Motor Vehicle Parking:	None[1]	113 off-street parking spaces
8. Bicycle Parking:	None	16 spaces
9. Setbacks:		
a. Front Yard:	At right-of-way or 14'-0" from curb	14'-0" from curb
b. Rear Yard:	0'-0"	0'-0"
c. Side Yard:	0'-0"	0'-0"
10. Open Space / Landscaping:	38,400 sq. ft.	24,900 sq. ft. = 8,121 (private balconies) + 16,869 (common recreational areas)[2]
11. Trees:	128	22[3]
12. Signage:	To be determined	Reviewed upon submittal of building permit

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13. Trash:	Screened or in enclosure	Enclosure
14. Lighting:	To be determined	Comply with Article 35
15. Heating and Ventilation:	Roof mounted	Screened via parapets

[1]In accordance with Assembly Bill 2097, a local agency may not enforce minimum parking requirements for developments within ½ mile a Major Transit Stop.
[2]Pursuant to the DSP, an Applicant may propose up to a 50% reduction in the required amount of open space subject to an in-lieu fee.
[3]Pursuant to the Climate Action Plan Consistency Checklist, an Applicant may demonstrate consistency with the City's adopted Climate Action Plan by paying an in-lieu fee.

PROJECT ANALYSIS

1. General Plan Conformance:

   a. Housing Element and "No Net Loss"

   The City is taking steps to encourage, promote, and facilitate the development of housing consistent with policies 1.1 and 2.1 of the Housing Element of the General Plan, while accommodating the City's share of regional housing needs, consistent with Government Code section 65584. No Net Loss Law (Government Code section 65863) ensures development opportunities remain available throughout the planning period to accommodate a jurisdiction's Regional Housing Needs Allocation ("RHNA"), especially for lower- and moderate-income households. In general, jurisdictions cannot approve new housing at significantly lower densities or at different income categories than was projected in the Housing Element without making specific findings and identifying other sites that could accommodate these units and affordability levels "lost" as a result of the approval. The so-called "no net loss" provisions apply when a site is included in the jurisdiction's Housing Element's inventory of sites and is either rezoned to a lower residential density or is approved at a lower residential density than shown in the Housing Element. (Gov't Code § 65863(b)).

   The Property is <u>not</u> identified on the Suitable Sites Inventory (SSI) as detailed in the City's adopted Housing Element. Thus, the Project is not subject to the provisions of No Net Loss. However, any units constructed as a part of a housing development approval on sites not identified on the SSI count toward the City's regional housing need ("RHNA"). Therefore, approval and subsequent construction of the proposed Project would result in 128 market-rate units counting toward the City's sixth cycle RHNA.

   b. Density

   The Project site currently permits up to 75 dwelling units per acre. As detailed in Table 3, the Project's density is 123.08 dwelling units per acre.

Table 3 – Density Calculation

Density Calculation

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Base Density (permitted under zoning):	75 dwelling units per acre x 1.04 acres	78 dwelling units
Density Transfer Program	Transfer of 50 units from the credit pool	50 dwelling units
Total Amount of Units Proposed: 128 dwelling units (123.08 du/acre)		

As further discussed in section 7.a under "Analysis," the Project includes a request to participate in the Density Transfer Program (DTP) which would allow the Project to act as a "receiving" area; in other words, units would be transferred from the credit pool to the subject site to achieve the proposed density. The DTP permits an exceedance of established densities on a case-by-case basis subject to a Planned Development Permit and Development Agreement, subject to review and approval by the City Council. The intent of the DTP is to ensure that the full buildout of 5,275 units can be achieved in the DSP.

c. Refer to Attachment 2 for General Plan Consistency Analysis.

2. Specific Plan Conformance:

The downtown is envisioned as a dynamic, attractive, and economically vital city center with a range of densities, and mix of uses to create a "18-hour" atmosphere. The intent of the DSP is to implement the goals and policies set forth in the City's 2012 General Plan, which recognizes the transitioning of the downtown into a more urban environmental involving taller structures, and buildings constructed along the street edge. As summarized in Table 2 - Requested Entitlements, the Project includes a request to amend the DSP to facilitate the development of the Project; specifically, the request is tied to an increase in height allowances, and to permit ground-floor residential uses whereas ground-floor retail or office is required with residential above.

The City has received request for other projects in the DSP to remove the ground-floor retail or office requirement to facilitate development of standalone residential uses, specifically the Rowan, Quince Senior Housing, and Palomar Heights. Despite the removal of this requirement, the Project, if approved, would not impede the goals and visions of the DSP in that, the Project would result in an increase in density adjacent to a commercial corridor (i.e., Grand Avenue) which would add to the economic viability of the downtown. Furthermore, the increased density on the Property is consistent with the vision of the Historic Downtown (HD) land use district, which encourages new developments, higher densities, and residential opportunities adjacent to entertainment, retail, and professional offices.

The DSP currently establishes a height limit of 85'-0" and 6 stories throughout the downtown area; and, the Property currently allows 60'-0" and 4 stories. The Project includes a request to increase the height allowance from 60'-0" to 65'-0" and from 4 to 5 stories. The Project would include a total maximum overall height of 61'-0" and will be 5 stories, and has been designed to comply with the design policies, standards, and guidelines of the DSP. In order to achieve the requested density, the Project includes a request to allow an additional story above what is currently permitted; however, this increase in height and density is consistent with the goals and visions of the DSP.

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3. Climate Action Plan Consistency:

The Applicant prepared a Climate Action Plan (CAP) Consistency Checklist because the proposed Project exceeds the CAP's identified threshold established for multi-family housing units of 55 units. The first step in filling out the CAP checklist is to determine if a Project exceeds the screening thresholds established by the CAP. If the screening threshold is exceeded, then an applicant can demonstrate consistency with the CAP by incorporating applicable Greenhouse Gas Emission (GHG) reduction measures outlined in the CAP checklist. The City's Climate Action Plan is a certified GHG emissions reduction plan and provides a streamlined review process for the GHG emissions analysis of proposed new development projects; in other words, projects that demonstrate consistency with the CAP via the checklist may not need to prepare a project-specific analysis.

The Applicant's CAP Consistency Checklist identifies the applicable GHG reduction measures, and all applicable measures are incorporated within the draft conditions of approval (see conditions of approval E.3.a – E.3.3 in Exhibit "G" of Attachment 6). In order to ensure compliance with Measure C-9.1, the Applicant will pay an in-lieu fee of $34,450 as detailed in the draft Development Agreement. Measure C-9.1 requires multi-family developments to provide one tree per unit; however, it acknowledges that high-density urban development may be unable to meet the tree requirement and allows for an in-lieu payment. The in-lieu fee is based on the cost of a 15-gallon tree, and amounts to approximately $325.00 per tree. This fee is based off of the average cost of a tree for City projects; however, the fee does not include the cost of labor, etc. that are typically associated with City projects. The Development Agreement clarifies that the intent of the fee is to provide funding for the planting of trees throughout the City with a priority placed on the downtown.

4. Site Design

a. Grading, topography, retaining wall, and fencing:

The Project requires minimal grading due to the flat topography of the site, and will require the excavation of 1,400 cubic yards for the Project. The elevation of the site is approximately 649.13, and according to the grading plans the finish floor (i.e., floor surface of the building) will be 649.00 indicating very minimal grading work to the site.

b. Project Access and Circulation:

Primary project access for pedestrian and vehicles will be along W Valley Parkway via entrances into the lobby, and into the parking structure on the first floor. The existing driveway along W Valley Parkway will be maintained, and access will be provided via a rolling door. Two-way drive aisles approximately 24'-6" in width are provided within the parking structure to accommodate the flow of traffic. Pedestrian access is provided along two points on W Valley Parkway, one entrance is centrally located and the other is located at the corner of Maple Plaza and W Valley Parkway. Pedestrian access into the lobby is also provided within the parking structure.

c. Building Orientation:

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The building is oriented along the street-edge of W Valley Parkway, and is consistent with the DSP's "Building Orientation Policy," in that the building is located at the right-of-way thus establishing a strong connection with the public realm. Additionally, the elevation along W Valley Parkway incorporates varying facades along the street edge, and incorporates large display windows which are encouraged by the DSP. The Project also includes improvements to the sidewalk which includes enhanced concrete pavers near the entrance, and landscaping.

d. Open Space and Landscaping

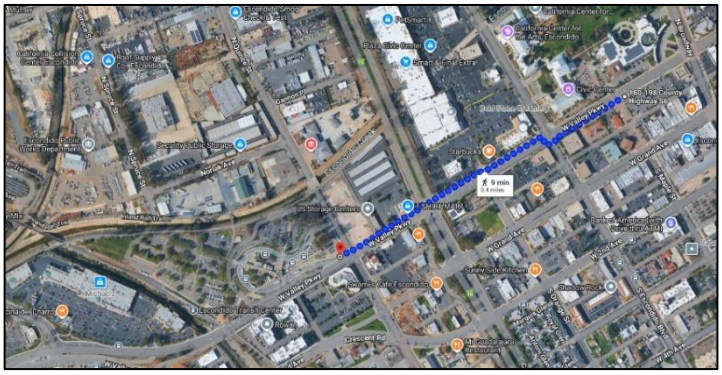
As detailed in the "Supplemental Details of Request," the DSP requires projects to provide 300 square-feet (sq. ft.) of open space per each dwelling unit, thus the Project is required to provide 38,400 square-feet of open space to meet this requirement. The DSP does allow for a reduction in the required open space as long as it doesn't exceed 50% of the required open space, and if the Project pays an in-lieu fee or provide publicly accessible open space on-site. An earlier version of the Project included improvements to Maple Plaza; however, after further discussion with City staff, and in light of the recent Grand Avenue project, it was determined that improvements to Maple Plaza would be limited to relocation of existing features, and removal of the center tree well in order to service the Project (see Exhibit "D" of the Development Agreement attached to Resolution No. 2025-10).

The Applicant intends to pay an in-lieu fee of $109,827 to meet their open space requirement, and will provide 24,900 sq. ft. of open space through a combination of private areas directly accessible from units, and common areas consisting of lounge areas, pool/spa, turf areas, fire pits, BBQ areas, and other various amenities.

e. Parking:

Regulatory Framework: Assembly Bill 2097 (AB 2097) amended Government Code 65585 and established Section 65863.2 which prohibits public agencies or cities from imposing a minimum automobile parking requirement on most development projects located within a half-mile radius public transit. Projects located within a half-mile of public transit are generally eligible for the automobile parking reduction provided by AB 2097, which includes waiving up to 100% of all required parking. Potentially eligible project types include residential, commercial, and industrial projects, but does not include hotels, motels, bed and breakfast inns, or other transient lodgings.

Figure 1 – Aerial Confirmation



The Project consists of a residential development on a site located within one-half mile of "Public Transit" which constitutes a "Major Transit Stop" as defined in Public Resources Code Section 21155. Government Code section 21064.3 defines a "Major Transit Stop" as an "an existing rail or bus rapid transit station" and City staff confirmed the Escondido Transit Center located at the intersection of Quince

and W. Valley qualifies as such (Figure 1 – Aerial Confirmation). Therefore, the proposed Project qualifies under AB 2097 and may request a reduction in required parking mandated under the DSP (Figure III-3 of the DSP).

Pursuant to the parking standards in the DSP, the proposed Project must provide 226 parking spaces; however, the Project Applicant invoked Government Code 65863.2 and requests no required parking for the Project due to the site's proximity to a Major Transit Stop. The Applicant does include as part of their proposal 113 on-site parking spaces—all of which would be considered as excess parking based on application of 65683.2. Further, while not required by Government Code 65863.2, the Applicant prepared an updated parking study for the Project which is discussed below in detail.

The Project also includes a request to utilize tandem parking spaces. The use of tandem spaces requires a Planned Development Permit, and cannot be provided for more than 25% of the residential units. The Applicant proposes 21 tandem spaces, and does not exceed the threshold established by the DSP.

5. Building Design:

    a. Building Height, Mass, and Scale:

The building's primary elevation will face W Valley Parkway in that primary access to the building will be provided via a driveway into the parking garage, and pedestrian access is provided into the building at two points along the building's frontage. As discussed in the "Summary of Request," section of the staff report, the Project includes a SPA to increase the allowable height from four to five stories, and from 60'-0" to 65'-0"; however, the building is designed to only be 61'-0" in height with several features (e.g., elevator shafts and screening features) in excess of the 65'-0" height limit. Pursuant to Section 33-1075 (Permitted structures in excess of height limit) of Article 56 (Miscellaneous Development Standards), elevator shafts and other screening devices may exceed the height limit established by the underlying zone, provided that no portion of that area shall be used for sleeping or eating quarters.

The Property currently permits 60'-0" while 85'-0" is the tallest permitted in the DSP. While the Project does include a request for an additional height allowance, the additional height allowance would not be detrimental to surrounding properties in that building's massing has been designed in a manner that is consistent with the design policies, standards and guidelines of the DSP. The building incorporates varying façade planes by providing a separation between buildings via a walkway, and balconies to avoid a box-like appearance. Additionally, the balconies are recessed and provide additional visual relief along W Valley Parkway.

    b. Residential Floor Plans:

The Project includes three different floor plans ranging from studios to 2-bedrooms. Approximately 19 units will be comprised of studio (15% of total units); 62 units will be 1-bedrooms (48% of total units); and, 47 will be 2-bedrooms (37% of total units). Unlike the Escondido Zoning Code, the DSP does not require a minimum sq. ft. for each unit. The mix of residential floor plans will offer a range of housing opportunities for future residents. All units contain space for a washer/dryer. Additionally, 80 cubic feet of storage is

provided to all units as required by the DSP. The private storage is located throughout the building, and in overhangs above the parking stalls.

c. Building Materials:

The primary material for the building will be cement plaster; however, secondary materials include wood elements for the balconies, and aluminum railings and screenings. The colors range from green, beige, and white as the primary color choice. The use of white on the ground level distinguishes the entrance to the lobbies from the residential uses on upper floors, and further encourages a pedestrian oriented environment by breaking up the massing of the various floors that comprise the building.

Furthermore, the Project includes a public art piece on the east elevation (facing Broadway), and includes artwork along the alley. Per the terms of the Development Agreement, the Applicant will be responsible for submitting for review and/or approval of the artwork prior to issuance of a building permit. The provision of public art is consistent with the goals and policies of the DSP in that the public art is encouraged as it improves the walkability and pedestrian connections in the downtown.

6. Specific Plan Amendments

As shown in Table 2 – Requested Entitlements, the Project includes request to amend several exhibits within the DSP document. The existing and proposed exhibits are provided in Attachment 4 – Specific Plan Amendment, and the clean edits are included as Exhibit "C" to Resolution No. 2025-10.

Height Overlay

As part of the Specific Plan Amendment (SPA) requested, the proposed Project would establish a height overlay on the Property. The height overlay would allow for an increase in the maximum number of building stories--from four to five--and increase in the maximum height--from 60'-0" to 65'-0". Under the proposed design, the proposed building's maximum height would be approximately 61'-0" and 5 stories. The height allowance is necessary for the Project due to the inclusion of an additional story over the permitted 4 stories. Therefore, approval of the SPA would establish new maximums for this site related to height; however, the Applicant does not propose to maximize their design to the proposed allowances. There are portions of the proposed building that would exceed the proposed 65'-0" height limit established by the overlay; however, those elements consist of elevator shafts and screening parapets which are already permitted to exceed the maximum height limits established by the DSP pursuant to Section 33-1075 (Permitted Structures in Excess of Height Limits) of Article 57 (Miscellaneous Development Standards).

Removal of ground floor retail or office requirement

There are several areas throughout the DSP that require a ground floor retail or office component with residential uses on the second floor. The Applicant request a removal of this requirement, and to allow ground floor residential uses through the Planned Development Permit process. The first floor of the proposed Project would consist of a leasing office, and parking structure for the development which would be ancillary to the residential uses on the second floor. The DSP already has this allowance in other areas of the downtown; however, the Property currently requires an office or retail component on the first floor.

Over the past several years, the City has received similar request to remove this requirement for ground-floor retail or office, specifically the Quince Senior Housing Project, the Rowan, and Palomar Heights. In an effort to retain the potential for mixed use projects in the DSP, the City has amended the DSP to allow for interim ground-floor residential uses which requires potential applicants to design the first floor of their buildings to accommodate commercial uses to allow potential conversions of residential units to commercial spaces. The removal of this requirement will not conflict with the vision of the DSP due to the proximity of existing businesses along Grand Avenue; and while the Project is not a mixed-use project, it will result in an increase in density within the downtown thus contributing to its economic viability.

7. Development Agreement

a. *Density Credit Pool*

The Applicant has requested a Development Agreement with the City to transfer 50 units from the Downtown Density Credit Pool ("Credit Pool"). On May 8th, 2019, the City Council adopted Ordinance No. 2019-06 which established the Downtown Density Transfer Program and allows for the transfer of units from underutilized parcels (sending areas) to a credit pool that is managed by the Planning Division. The intent of the transfer program is to ensure that full buildout and vision of the Downtown Specific Plan can be achieved.

Applicants may exceed permitted densities on a site (receiving areas) through this program by way of a Development Agreement and Planned Development Permit (or other agreement approved by the City). The Project includes a Development Agreement for various reasons, and is the appropriate agreement for this request; in some cases, a project may not need a Development Agreement and would enter into a Density Transfer Agreement, along with the requested entitlements. The Credit Pool currently has approximately 982 units deposited, and only 37 units have been withdrawn since its inception. If the Project is approved, 932 units would remain in the Credit Pool.

b. *Open Space Reduction*

The Development Agreement also includes a request to reduce the required amount of open space for the Project. As detailed in the "Supplemental Details of Request," 38,400 sq. ft. is the required amount of open space; however, the Project only includes 24,900 sq. ft (approximately 194 sq. ft. of open space per unit). The DSP allows for a reduction in the required amount of open space through two methods: payment of an in-lieu fee or construction of a publicly accessible plaza. While these methods are explicitly called out as acceptable to reduce the amount of required open space, the language in the DSP does lend support for alternative methods. The reduction in open space is only permitted up to 50% of the required amount, and the Applicant does not exceed that threshold.

The Applicant request the reduction in open space due to the high-density nature of the Project, and similar request have been granted by the City. While the Project does not provide the required amount of open space, the Applicant has provided most units with a patio or balcony that meets the requirements (i.e. five feet in all directions) which not only serve as an amenity to residents, but also as a design element that encourages an active streetscape e.g. balconies adjacent to W Valley Parkway. Collectively, the Project provides functional common and private open space areas that enhance the quality of life for the occupants; furthermore, the Project is located adjacent to Grape Day Park which will serve as

additional open space for the residents. This request further highlights the challenges developers face when constructing projects in an urban area while also seeking to meet the requirements of the DSP. A list (Table 3 – Open Space Constraints) of Projects constructed, under construction, or entitled has been provided for additional context regarding this request:

Table 3 – Open Space Constraints

Project	Location	Density (Units/Acre)	Unit Count	Open Space (Per Unit) *:
Latitude II (Alcove)	610 N. Centre City Parkway	32.6	112	245 sq. ft.
Gateway Grand	700 W Grand Avenue	48.6	126	303 sq. ft.
Latitude 3	439 W Washington Ave	70.7	82	229 sq. ft.
City Plaza	300 S. Escondido Blvd	68.8	55	310 sq. ft.
555 W Grand	555 W Grand Ave	79.8	32	257 sq. ft.
The Ivy	343 E 2nd Avenue	126.7	127	171 sq. ft.
Quince Senior Housing	220 N. Quince Street	98.6	145	254 sq. ft.
Palomar Heights	555 E valley Parkway	36.9	510	300 sq. ft.
The Maple	**137 W Valley Parkway**	**123**	**128**	**194 sq. ft.**

As shown in Table 3, projects proposing up to 70 dwelling units per acre are unable to achieve the 300 sq. ft. requirement of the DSP. Unlike the other projects identified in the aforementioned table, this Property has the benefit of being within walking distance of Grape Day Park which is approximately 9 acres, and is ample enough open space for future residents to enjoy; furthermore, activation of Grape Day Park is encouraged by the DSP.

The Applicant will pay an in-lieu fee $109,827 which will allow the City to use the fees for Open Space citywide. As permitted by the DSP, payment of the in-lieu fee, in addition to not exceeding the 50% reduction, would demonstrate compliance with the open space requirement of the DSP.

c. Lot 1 Parking

While not a requirement of the Escondido Zoning Code or DSP, the Applicant prepared an updated parking study to analyze the loss of public parking spaces due to the development of the Project, and the potential demand of users of the Project. A parking study was completed by Walker Consultants for the previous project, and a revised study was provided in support of this Project (Attachment 5 – Walker Study, *dated November 11, 2025).* The parking study area generally looked at the properties bounded by Escondido Boulevard, Woodward Avenue, W 3rd Avenue, and Kalmia Street; furthermore, parking

inventory included both publicly owned parking and privately owned, but publicly accessible parking. As a result of the study, it was determined that approximately 42% of the total 2,339 parking spaces that were included in the study were occupied during the peak hour (1:00 PM on a Weekday) while 1,497 spaces were available in the study area. Additionally, the study found that a majority of users of Lot 1 during the weekday tend to be local government employees or employees of surrounding businesses as they found that the length of stay for a vehicle in Lot 1 tended to be longer than four hours.

Based on the results of the study, there appears to be sufficient parking for surrounding businesses in the form of off-street private and public parking.

FISCAL ANALYSIS

The Applicant will be responsible for payment of all Development Impact Fees. Furthermore, as detailed in the draft Development Agreement, the Applicant will be responsible for payment of an in-lieu fee of $109,827.00 related to the requested to open space reduction, and $34,450 for tree plantings related to the Climate Action Plan Checklist.

ENVIRONMENTAL ANALYSIS

Pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has been certified, the lead agency is required to review any changed circumstances or new information to determine whether any of the circumstances under Public Resources Code section 21166 and CEQA Guidelines section 15162 require additional environmental review. City staff concluded that the Final Environmental Impact Report ("FEIR") prepared for the City's adopted 2012 General Plan, Downtown Specific Plan Update, and Climate Action Plan fully analyzed and mitigated all potentially significant environmental impacts, if any, that would result from approval of the Project, and therefore, no subsequent EIR or mitigated negative declaration was required. On that basis, City staff prepared a 5th Addendum for the changes ("Addendum #5"), pursuant to CEQA Guidelines section 15164 (see Exhibit "E" of Attachment 6).

City staff evaluated the current Project, and all aspects of the changes, in light of the standards for subsequent environmental review outlined in Public Resources Code section 21166 and CEQA Guidelines section 15162. The Project entails amendments to the Downtown Specific Plan, and construction of a 128-unit multi-family building. City staff conclude the drafted environmental document, the Fifth Addendum, may be used to fulfill the environmental review requirements of the current Project. The proposed Addendum #5 is appropriate pursuant to CEQA Guidelines section 15164 because only minor changes and additions to the Final EIR are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent or supplemental EIR pursuant to CEQA Guidelines sections 15162 and 15163. The proposed Addendum #5 concluded that there are no substantial changes to the circumstances under which the proposed Project is undertaken that would require major revisions to the Final EIR. There is no new information of substantial importance which was not known or could not have been known at the time the Final EIR was certified that shows the proposed Project would have significant effects not discussed previously; a substantial increase in severity of a previously identified significant impact; mitigation measures or alternatives previously found infeasible that would now be feasible and would substantially reduce one or more significant effects; or mitigation measures or alternatives which are considerably different from those analyzed in the Final EIR which would substantially reduce one or more significant effects on the environment.

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The Project would not result in new or more severe impacts beyond those addressed in the Final EIR, and would not meet any of the conditions requiring further environmental review under State CEQA Guidelines Sections 15162 and 15163. No further analysis is required.

The Final EIR prepared for the 2012 General Plan, Downtown Specific Plan Update, and Climate Action Plan has been attached for consideration by the Planning Commission as required by Section 15164(d) of the State CEQA Guidelines (Attachment 3 – 2012 General Plan FEIR).

PUBLIC INPUT

Pursuant to Article 61 (Administration and Enforcement) of the Escondido Zoning Code, approximately 55 notices of the public hearing were mailed on November 03, 2025; furthermore, the Notice of Public Hearing was published in the Times-Advocate on November 06, 2025. As of the date of publication of this staff report, one public comment has been received.

CONCLUSION AND RECOMMENDATION

The Project includes a Specific Plan Amendment and Development Agreement, along with additional discretionary request, to facilitate the construction of a 128-unit multi-family building. As discussed throughout this staff report, the Project complies with the requirements of the Escondido Zoning Code, and with the General Plan policies included in the City's 2012 General Plan, and the Downtown Specific Plan. The Project would introduce additional housing in the Downtown area, and would provide the density necessary to activate Grand Avenue, and the businesses along it. The Project would further realize the vision of 5,275 residential units in the downtown by accessing the Density Credit Pool, and constructing an apartment complex in the heart of the City's Downtown.

Based on the analysis contained in this staff report, and as presented by the City staff during the public hearing, Planning staff recommends that the Planning Commission adopt Resolution No 2025-10 recommending that the City Council approve the Project as conditioned.

Motion as recommended by City staff: Adopt Resolution No. 2025-10 recommending that the City Council approve the Project, as conditioned, and adopt the Fifth Addendum prepared for the Project.

ATTACHMENTS

1. Aerial, General Plan, and Zoning
2. General Plan Consistency Analysis
3. Final Environmental Impact Report prepared for the 2012 General Plan Update, Downtown Specific Plan Update, and Climate Action Plan
4. Specific Plan Amendments
5. Walker Study, dated November, 11, 2025
6. Draft Planning Commission Resolution No. 2025-10 including Exhibits "A" – "H"

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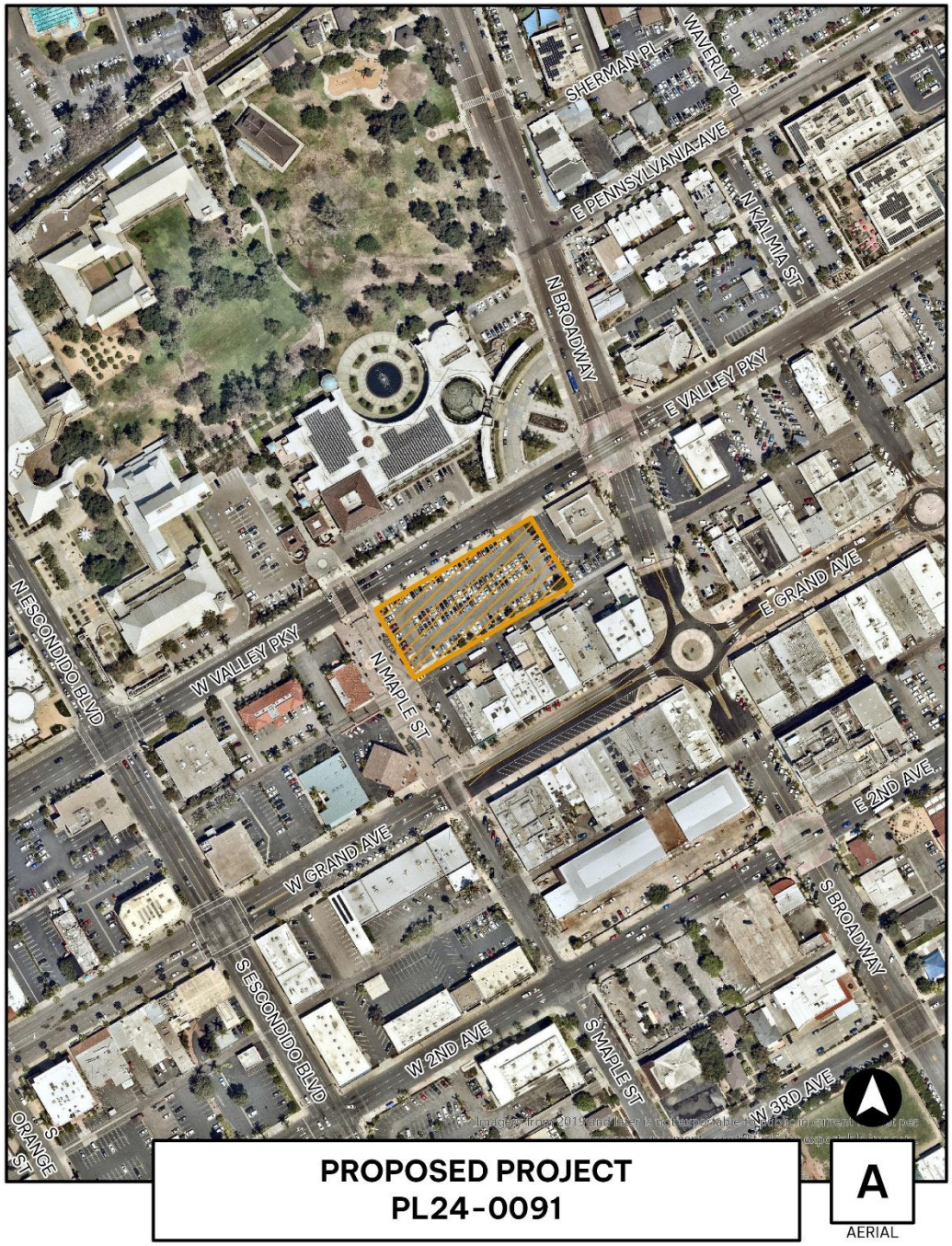
Exhibit “A” – Legal Description
Exhibit “B-1” – Architectural Plan Set
Exhibit “B-2” – Landscape and Civil Plan Set
Exhibit “C” – Specific Plan Amendments
Exhibit “D” – Draft Development Agreement
Exhibit “E” – Fifth Addendum to the FEIR prepared for the 2012 General Plan Update, Downtown Specific Plan Update, and Climate Action Plan
Exhibit “F” – Factors to be considered/ Findings of Fact
Exhibit “G” – Conditions of Approval
Exhibit “H” – Revised Mitigation Monitoring and Reporting Program

CITY of ESCONDIDO

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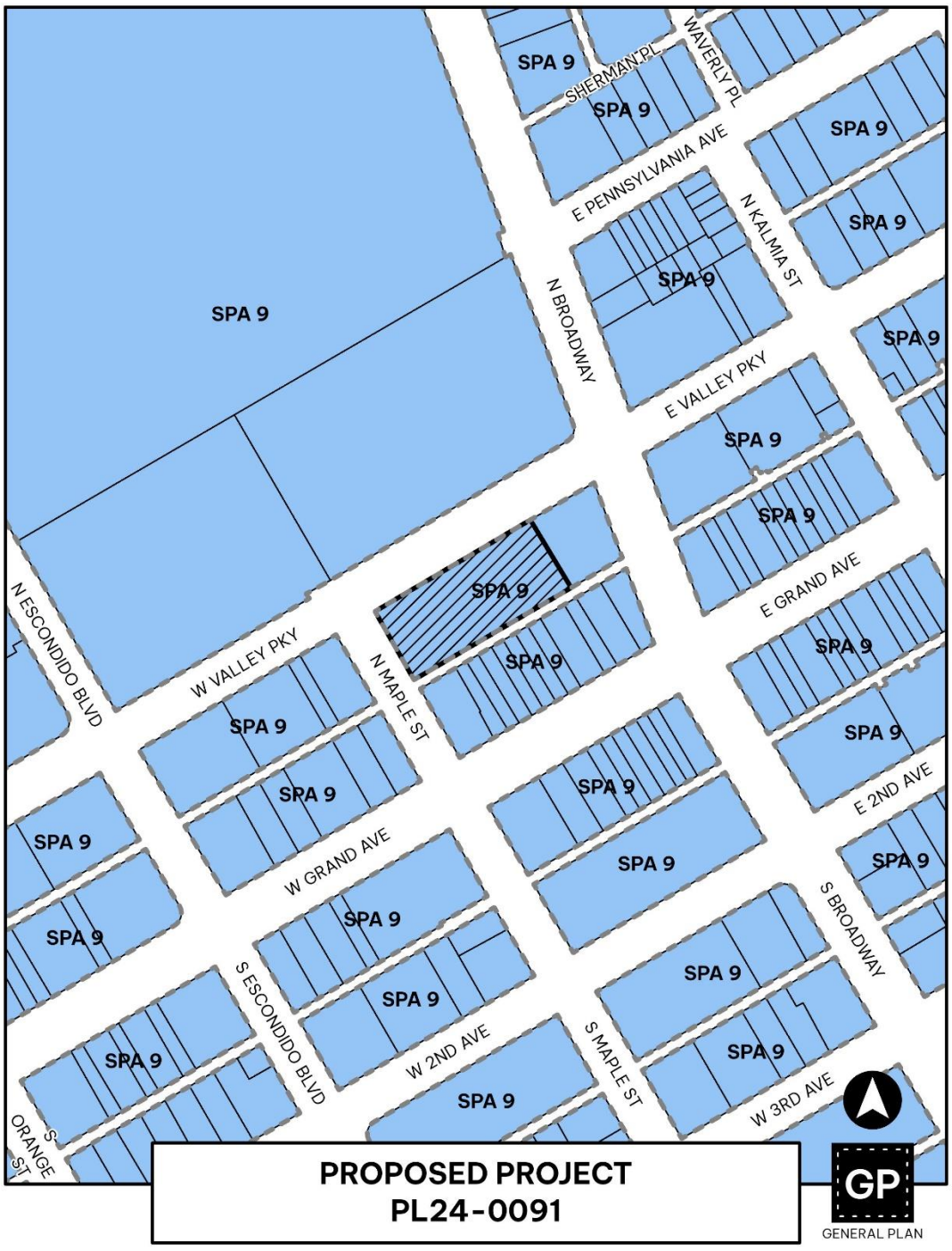
Attachment 1

Aerial, General Plan, and Zoning



CITY of ESCONDIDO

STAFF REPORT



CITY of ESCONDIDO

STAFF REPORT



Attachment 2

General Plan Consistency Analysis

Land Use and Community Form Element	
Policy	**Response**
Community Character Policy 1.3 Focus development into areas where land use changes achieve the community's long-term goals. Facilitate development that is consistent with the build out vision for each area through incentive programs and efficient administrative and discretionary approval processes for plot plans, Planned Developments, Area Plans, Specific Plans, and Zoning Overlays.	The Project includes a request to participate in the Density Transfer Program (DTP) that is established in the Downtown Specific Plan (DSP) to incentivize development in the City's downtown area. By participating in the DTP, the Project ensures that the overall vision of the DSP which includes eventual buildout of 5,275 units will come to fruition, and will contribute to the long-term economic viability of the downtown.
Community Character Policy 1.7 Incorporate iconic signage, artwork, landscaping and/or architecture characterized as uniquely Escondido at gateway locations to define a sense of entry and strengthen community identity.	The Project includes a public art piece on the east elevation of the building, and art pieces along the alley. The public art piece will require further review and approval by the Public Arts Commission ensuring that the artwork contributes to the community's identity.
Community Character Policy 1.8 Require development projects to locate and design buildings, construct energy and water efficient infrastructure, reduce greenhouse gas emissions, enhance community livability and economic vitality, and implement other practices contributing to sustainable resources.	The Project is located approximately .04 miles east of the North County Transit District and provides less than the required parking due to AB 2097 which prohibits agencies from enforcing parking minimums. This reduced parking encourages alternative modes of transportation, such as the Sprinter. Furthermore, the Project incorporates all applicable measures of the CAP Checklist which include compliance with Title 24 of the California Building Code, and installation of all electric appliances.
Community Character Policy 1.9 Promote development in downtown, at transit stations, and other key districts to accommodate a mix of land uses and configure uses to promote walkabilty, bicycling, and transit uses, reducing the need for the automobile	The Project is located within the DSP and is approximately .04 miles east of the North County Transit District terminal, and is located within the Historic District (HD) of the DSP. The DSP encourages high density development adjacent to the HD to support surrounding commercial businesses. Additionally, the Project is located on W Valley Parkway which contains a Class IV separate bikeway on the northern end thus further encourage bicycling and reducing reliance on automobiles for transportation.
Land Use Zoning Policy 2.2 Apply zoning overlays to implement specific standards, regulations and guidelines that further advance General Plan	The Project includes a Specific Plan Amendment to establish a height overlay on the subject property to increase the allowable number of stories from 4 to 5, and increase the height from

policies and city programs for development within Land Use Area Plans and Specific Plans.	60'-0" to 65'-0". The Specific Plan Amendment Is limited to the DSP, and would facilitate a development that is consistent with the vision of the DSP in that it would introduce a high-density project adjacent to the City's downtown, and in proximity to the transit center.
Land Use Zoning Policy 2.4 Consider locational and operational characteristics of existing and proposed land uses, as well as the surrounding zoning patterns, when establishing zoning and overlay designations to ensure compatibility and appropriateness.	The Project's Specific Plan Amendment would establish a height overlay on the subject property, and would be compatible with surrounding structures in that the increase in height is limited to an additional story, and 1'-0" whereas the maximum height limit is 60'-0". The Project has been designed in compliance with the DSP design guidelines, and standards, and would not be inconsistent with anticipated development in the downtown area.
Neighborhood Maintenance & Preservation Policy 4.3 Integrate pedestrian-friendly features, promote walkability, and work with residents to enhance existing neighborhood character and aesthetics.	The Project has been designed to create a pedestrian-scale environment, and activates the streetscape by orienting the building's primary elevation, and balconies along the street edge. Additionally, the Project includes enhanced pavers along the right of way to create an enhanced streetscape.
Mobility and Infrastructure Element	
Pedestrian Network Policy 3.7 Encourage and support the development of pedestrian-friendly mixed-use, commercial, transit-oriented, and multi-tenant office districts with active, accessible, connected, and unique public spaces that promote walking.	The Project is not a mixed-use project; however, it is transit-oriented in that the Project site is located approximately .4 miles east of the NCTD transit station, and is across from a protected bike path. The Project would encourage additional use of the bike path, and encourage alternative modes of transportation.
Pedestrian Network Policy 3.5 Promote walking and improve the pedestrian experience by requiring pedestrian facilities along all classified streets designated on the Circulation Plan; implementing streetscape improvements along pedestrian routes that incorporate such elements as shade trees, street furniture, and lighting; orienting development toward the street; employing traffic calming measures; and enforcing vehicle speeds on both residential and arterial streets	The Project will include lighting along W Valley Parkway thus increasing the pedestrian experience; additionally, landscaping is proposed along the Project's frontage.
Bicycle Network Policy 4.3 Promote bicycling as a common mode of transportation and recreation to help reduce traffic congestion and improve public health.	The Project includes 16 bike racks for storage, and will construct bike racks in the public right of way thus promoting bicycling as a common mode of transportation.

Complete Streets Policy 2.8 Promote the provision of multimodal access to activity centers such as commercial centers and corridors, employment centers, transit stops/stations, schools, parks, recreation areas, and tourist attractions	The Project is located within the DSP and is approximately .04 miles east of the North County Transit District terminal, and is located within the Historic District (HD) of the DSP. The DSP encourages high density development adjacent to the HD to support surrounding commercial businesses. Additionally, the Project's residents will have access to the recreation areas such as Grape Day Park.
Parking Policy 8.2 Consider reducing parking requirements in the downtown and at transit stations as transit ridership increases over time due to increased development intensities and a broader mix of land uses.	The Applicant has invoked AB 2097 which prohibits local agencies from enforcing parking minimums, although the Applicant will be providing 113 off-street parking spaces, whereas 226 is required, the Project will encourage use of the transit station due to lack of off-street parking spaces for all residents.
Economic Prosperity Element	
Existing Economic Districts Policy 6.1 Revitalize the Downtown, East Valley Parkway, Center City Parkway, and Escondido Boulevard commercial areas by upgrading their appearance and achieving a coordinated land use pattern that includes retail, office, visitor serving, and residential development of appropriate density and intensity	The Project is located within the Downtown, and would redevelop a parking lot into 128 multi-family residential uses. The residential development is appropriate given its proximity to the downtown core.

Attachment 3

Final Environmental Impact Report ("FEIR") for the 2012 General Plan, Downtown Specific Plan Update, and Climate Action Plan

Due to the number of pages, the FEIR can be found on the City's website:

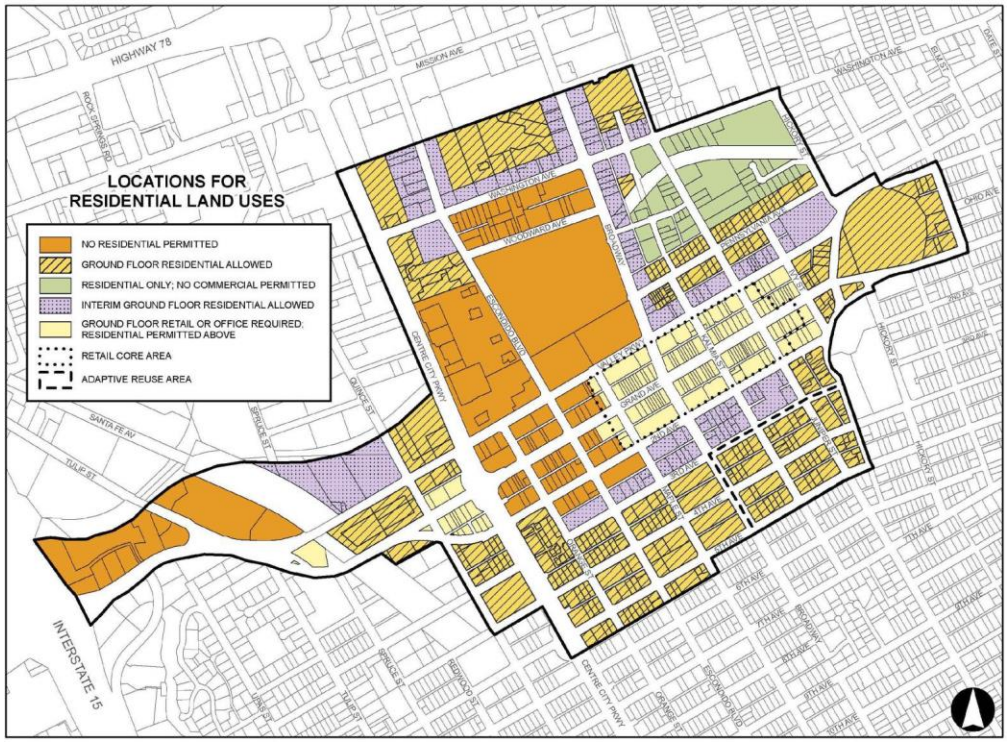
https://escondido.gov/1208/2012-General-Plan-EIR

Attachment 4

Specific Plan Amendments

Figure II-4 of the Downtown Specific Plan: Repeal and replace the existing graphic to permit ground-floor residential uses subject to a Planned Development Permit on the subject property.

Existing



Objective standards applied to interim residential projects are provided in subsection (B)(13) of Chapter III (Design Policies, Standards, and Guidelines).

Proposed

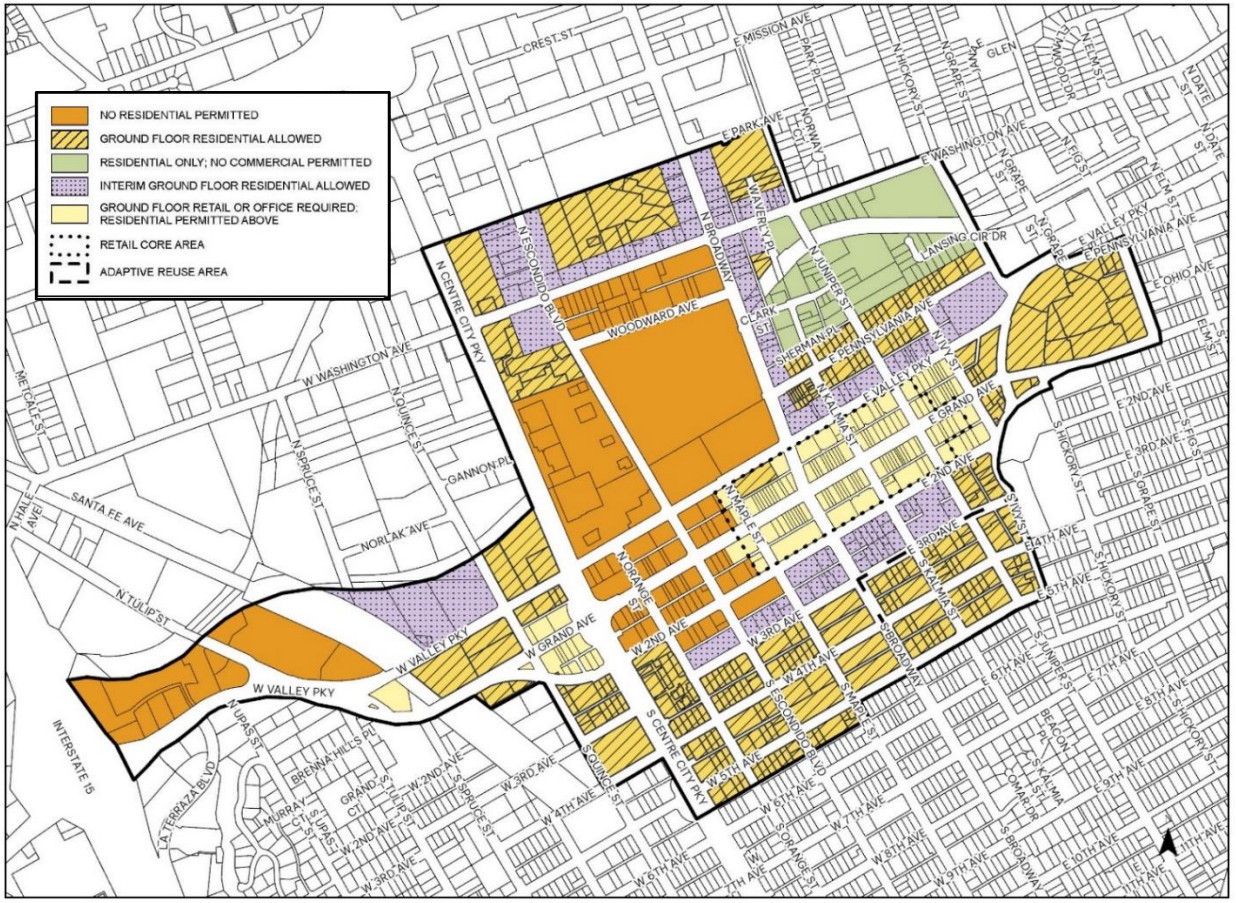
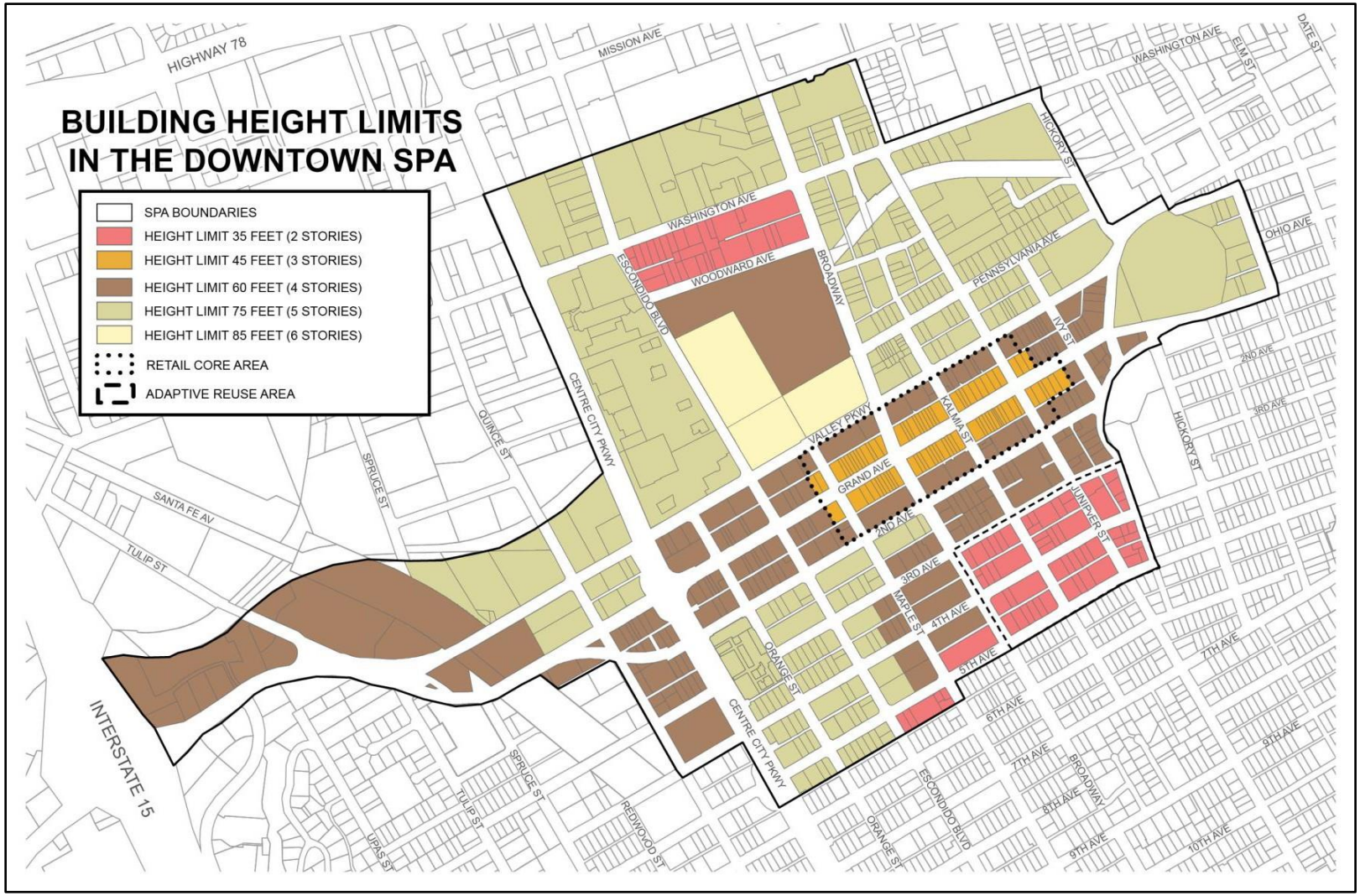

NO RESIDENTIAL PERMITTED
GROUND FLOOR RESIDENTIAL ALLOWED
RESIDENTIAL ONLY; NO COMMERCIAL PERMITTED
INTERIM GROUND FLOOR RESIDENTIAL ALLOWED
GROUND FLOOR RETAIL OR OFFICE REQUIRED; RESIDENTIAL PERMITTED ABOVE
RETAIL CORE AREA
ADAPTIVE REUSE AREA
CREST ST
E MISSION AVE
E PARK AVE
E WASHINGTON AVE
N CENTRE CITY PKY
N SECOND ST BLVD
N BROADWAY
WOODWARD AVE
W WASHINGTON AVE
SANTA FE AVE
N TULIP ST
W VALLEY PKY
W GRAND AVE
E VALLEY PKY
E GRAND AVE
S CENTRE CITY PKY
INTERSTATE 15
LANSING CIR DR
E PENNSYLVANIA AVE
E OHIO AVE
CLARK ST
SHERMAN PL
N MAPLE ST
E 2ND AVE
E 3RD AVE
E 4TH AVE
E 5TH AVE
W 2ND AVE
W 3RD AVE
W 4TH AVE
W 5TH AVE
W 6TH AVE
W 7TH AVE
W 8TH AVE
W 9TH AVE
E 6TH AVE
E 7TH AVE
E 8TH AVE
E 9TH AVE
E 10TH AVE
N HALE AVE
N SPRUCE ST
N QUINCE ST
GANNON PL
NORI AK AVE
N UPAS ST
LA TERRAZA BLVD
BREMMA HILLS PL
MURRAY CT
GRAND CT
S QUINCE ST
S SPRUCE ST
S MAPLE ST
S ORANGE ST
S JUNIPER ST
S HICKORY ST
S GRAPE ST
S ELM ST
S DATE ST
N ELM ST
N DATE ST
N FIG ST
N GRAPE ST
N HICKORY ST
N JUNIPER ST
N ORANGE ST
N MAPLE ST
N VINE ST
N PARK PL
NORWAY CT
ELM WOOD DR
GLEN
BEACON PL
OMAR DR

Figure III-6 of the Downtown Specific Plan: Repeal and replace the existing graphic to establish a height overlay on the subject property.

Existing



Proposed

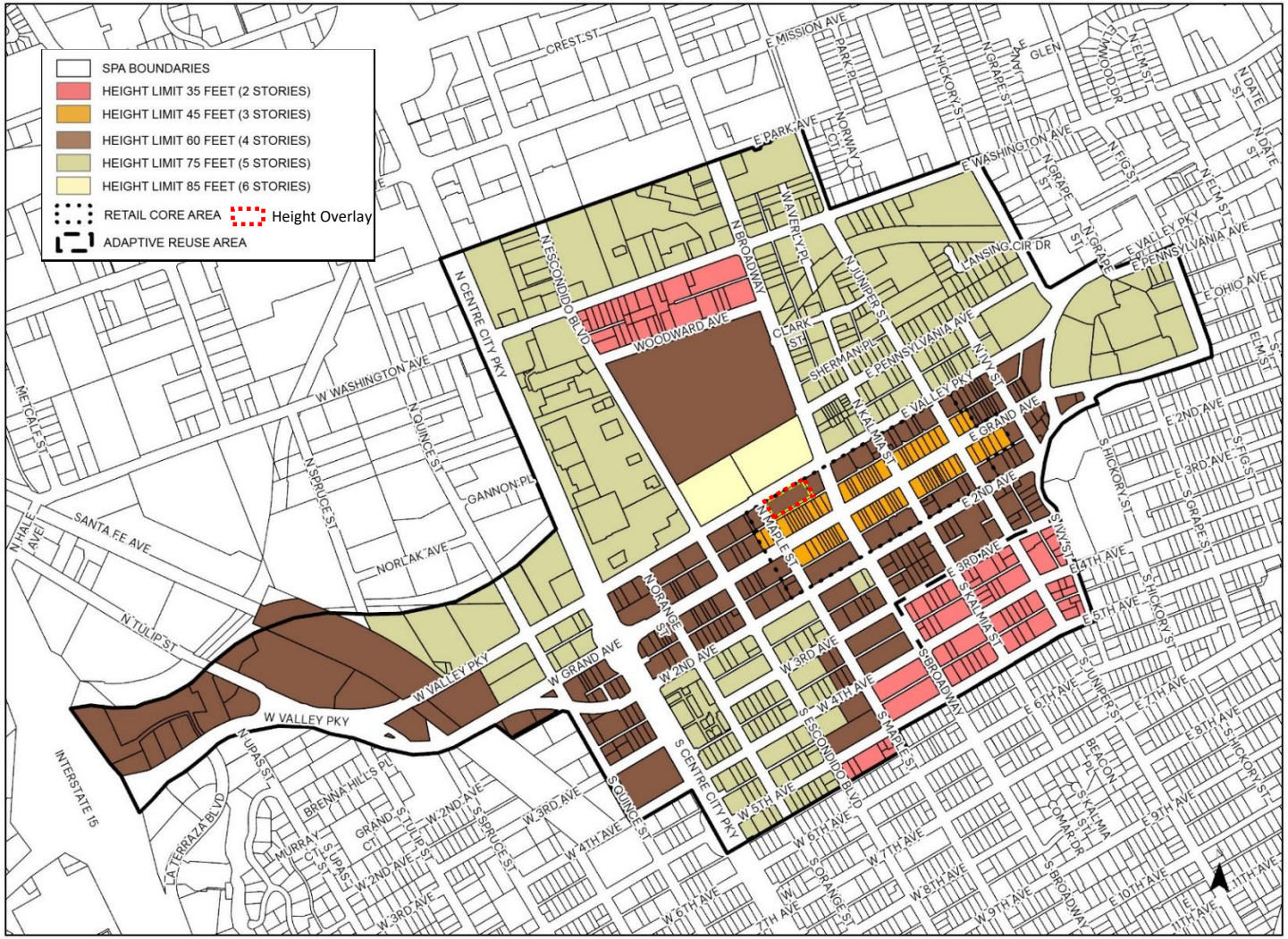
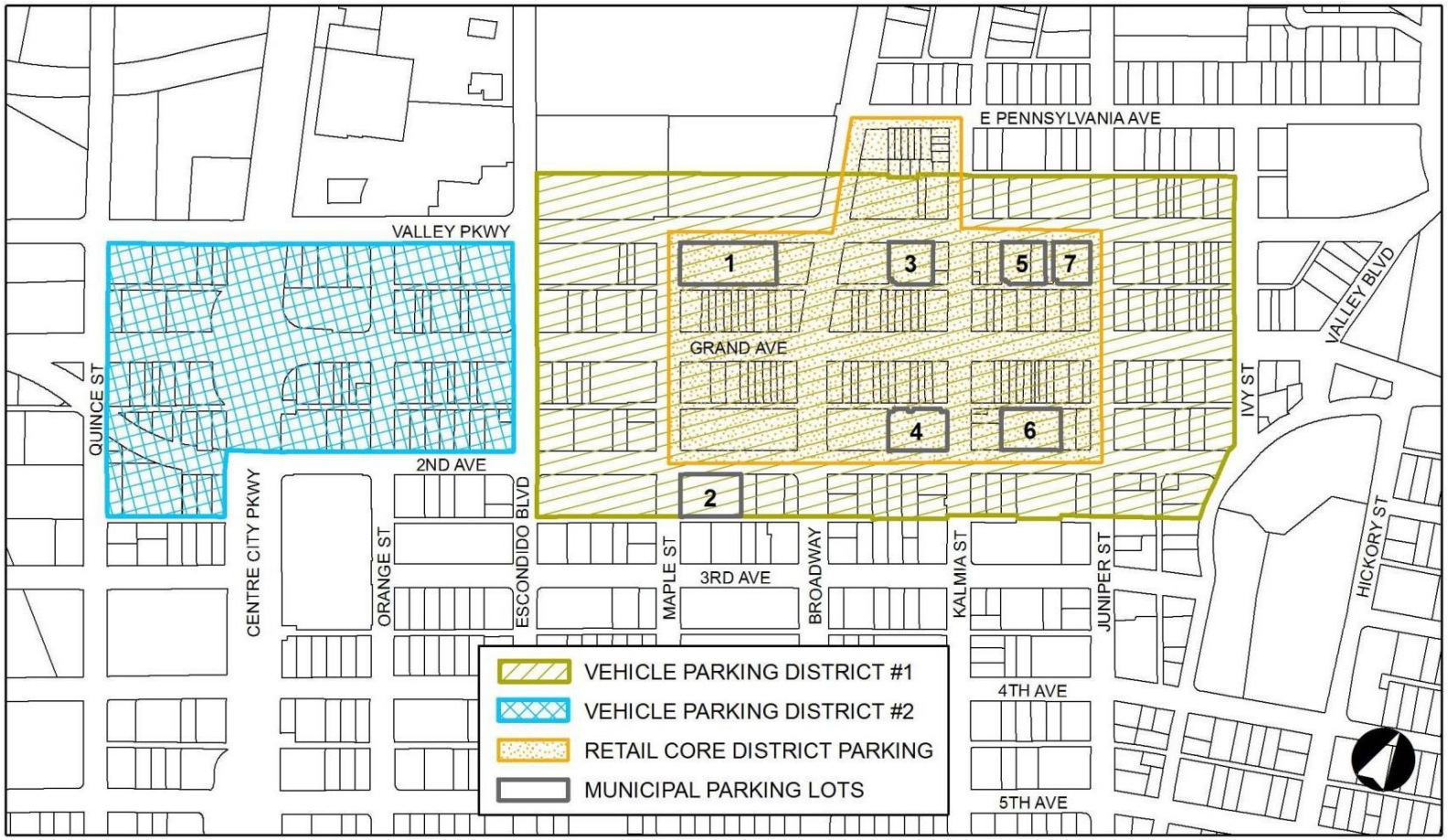

SPA BOUNDARIES
HEIGHT LIMIT 35 FEET (2 STORIES)
HEIGHT LIMIT 45 FEET (3 STORIES)
HEIGHT LIMIT 60 FEET (4 STORIES)
HEIGHT LIMIT 75 FEET (5 STORIES)
HEIGHT LIMIT 85 FEET (6 STORIES)
RETAIL CORE AREA
Height Overlay
ADAPTIVE REUSE AREA
E MISSION AVE
CREST ST
E PARK AVE
E WASHINGTON AVE
N BROADWAY
N ESCONDIDO BLVD
N CENTRE CITY PKY
WOODWARD AVE
CLARK ST
SHERMAN PL
E PENNSYLVANIA AVE
E VALLEY PKY
E GRAND AVE
E 2ND AVE
E 3RD AVE
E 4TH AVE
E 5TH AVE
E 6TH AVE
E 7TH AVE
E 8TH AVE
E 9TH AVE
E 10TH AVE
E 11TH AVE
W WASHINGTON AVE
METCALF ST
N QUINCE ST
N SPRUCE ST
GANNON PL
SANTA FE AVE
NORLAK AVE
N HALE AVE
N TULIP ST
W VALLEY PKY
W GRAND AVE
W 2ND AVE
W 3RD AVE
W 4TH AVE
W 5TH AVE
W 6TH AVE
W 7TH AVE
W 8TH AVE
W 9TH AVE
S CENTRE CITY PKY
S QUINCE ST
S BROADWAY
S MAPLE ST
S KALMIA ST
S JUNIPER ST
S IVY ST
S HICKORY ST
S GRAPE ST
S FIG ST
BEACON PL
COMAR DR
N UPAS ST
LA TERRAZA BLVD
BRENNA HILLS PL
MURRAY CT
GRAND CT
INTERSTATE 15
CANSING CIR DR
N JUNIPER ST
N GRAPE ST
N FIG ST
N DATE ST
N ELM ST
E OHIO AVE
ELM ST
NORWAY CT
PARK PL
GLEN
N HICKORY ST
N MAPLE ST
N KALMIA ST
N IVY ST
AVERY PL

Figure III-4 of the Downtown Specific Plan: Repeal and replace the existing graphic to remove municipal parking Lot 1 as a municipal parking lot.

Existing



Proposed

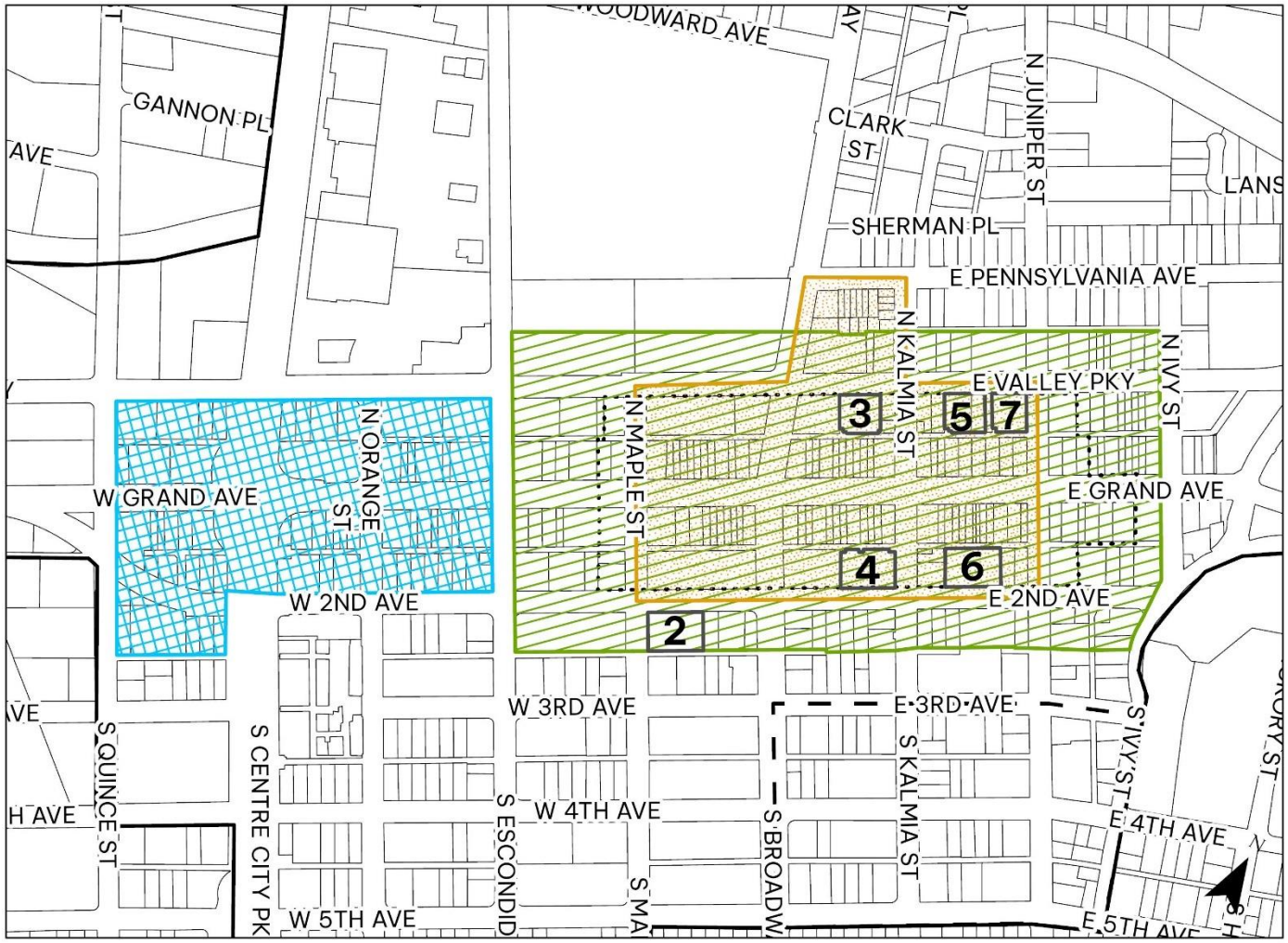

WOODWARD AVE
GANNON PL
AVE
CLARK ST
N JUNIPER ST
SHERMAN PL
E PENNSYLVANIA AVE
N KALMIA ST
E VALLEY PKY
N IVY ST
N MAPLE ST
3
5
7
W GRAND AVE
N ORANGE ST
E GRAND AVE
4
6
W 2ND AVE
E 2ND AVE
2
W 3RD AVE
E 3RD AVE
S IVY ST
S QUINCE ST
S CENTRE CITY PK
S ESCONDIDO
W 4TH AVE
S BROADWAY
S KALMIA ST
E 4TH AVE
W 5TH AVE
E 5TH AVE

Figure III-5 of the Downtown Specific Plan: Repeal and replace existing table to include height limit overlay allowance in the development standards, and include language describing the height limit overlay (see language in bold).

Existing

	HD	PV	CCU	GT	M	SG	CN
Maximum Building Height and Stories **REFER TO FIGURE III-6**	45' (up to 3 stories) along Grand Avenue in Retail Core Area 75' (up to 5 stories) east of Valley Boulevard, and north of E. Valley Parkway. 60' (up to 4 stories) in all other locations. (see Figure III-6)	35' (up to 2 stories) between Washington and Woodward Ave 75' (up to 5 stories) east side of Broadway85' (up to 6 stories) within Grape Day Park, Civic & Cultural areas with Planned Development approval (see Figure III-6)	75' (up to 5 stories) (see Figure III-6)	60' (up to 4 stories) west of NCDT Rail line; elsewhere up to 75' (up to 5 stories) (see Figure III-6)	75' (up to 5 stories) north of Grand Avenue, 60' (up to 4 stories) south of Grand Avenue (see Figure III-6)	75' (up to 5 stories) between CCP and Maple Street. 60' (up to 4 stories) between Maple Street and Broadway Historic Adaptive Reuse: 35' (up to 2 stories) (see Figure III-6)	75' (up to 5 stories) (see Figure III-6)
Min. Lot Frontage	None	50'	50'	50'	50'	50'	50'
Front Setback	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (20'-24' for garages) Adaptive Reuse Area: 15' for buildings 20' for garages (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Garage entrance: 20') (Surface Parking and Signs: 5' from property line)
Interior Side Setback	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5') (Adaptive Reuse Area: 5')	Pennsylvania Ave.: 0' Elsewhere: 5' + 5' for each story over 2 (Surface Parking and Signs: 5')

	HD	PV	CCU	GT	M	SG	CN
Street Side Setback	At right of way or 14' from ultimate street curb face, whichever is greater 10' Maximum (Surface Parking and Signs: 5')	10' (Surface Parking and Signs: 5')	10' (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Adaptive Reuse: 10') (Surface Parking and Signs: 5')	10' Garage entrance: 20' (Surface Parking and Signs: 5')
Rear Setback	None (Surface Parking and Signs:5')	None (10' if next to public street) (Surface Parking and Signs:5')	5' (10' if next to public street) (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None Parking perpendicular to alley: 24' from alley's farthest side (Surface Parking and Signs: 5')	None (Adaptive Reuse Area: 10') Parking perpendicular to alley: 24' from alley's farthest side (Surface Parking and Signs: 5')	10' + 5' for each story over 2 (Surface Parking and Signs: 5')
Min. Lot Size	None	None	None	None	None	None	None
Max. Bldg. Cov.	None	None	None	None	None	None	None

Parcels created prior to the adoption of this Plan shall not be denied a building permit for reasons of nonconformance with the frontage requirements of this section.

Adjustments to the site development regulations may be approved or conditionally approved by the Director of Community Development if it is demonstrated that the proposed adjustment(s) would be compatible with, and not prove detrimental to, adjacent property or improvements:

a. Adjustments to setback requirements up to 25% or four feet (whichever is less).

b. Required landscaping may be permitted in the public right-of-way if a minimum six-foot clear sidewalk is maintained, Americans with Disabilities Act (ADA) requirements are met, and an encroachment permit is obtained from the City. This provision shall apply only if there is no encroachment on the existing right-of-way by a future street improvement that would render the landscaping feature(s) to become non-conforming.

Proposed

	HD	PV	CCU	GT	M	SG	CN
Maximum Building Height and Stories* **REFER TO FIGURE III-6**	45’ (up to 3 stories) along Grand Avenue in Retail Core Area 75’ (up to 5 stories) east of Valley Boulevard, and north of E. Valley Parkway. 60’ (up to 4 stories) in all other locations. (see Figure III-6)	35’ (up to 2 stories) between Washington and Woodward Ave 75’ (up to 5 stories) east side of Broadway85’ (up to 6 stories) within Grape Day Park, Civic & Cultural areas with Planned Development approval (see Figure III-6)	75’ (up to 5 stories) (see Figure III-6)	60’ (up to 4 stories) west of NCDT Rail line; elsewhere up to 75’ (up to 5 stories) (see Figure III-6)	75’ (up to 5 stories) north of Grand Avenue, 60’ (up to 4 stories) south of Grand Avenue (see Figure III-6)	75’ (up to 5 stories) between CCP and Maple Street. 60’ (up to 4 stories) between Maple Street and Broadway Historic Adaptive Reuse: 35’ (up to 2 stories) (see Figure III-6)	75’ (up to 5 stories) (see Figure III-6)
Min. Lot Frontage	None	50’	50’	50’	50’	50’	50’
Front Setback	At right of way or 14’ from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5’ from property line)	At right of way or 14’ from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5’ from property line)	At right of way or 14’ from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5’ from property line)	At right of way or 14’ from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5’ from property line)	At right of way or 14’ from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5’ from property line)	At right of way or 14’ from ultimate street curb face, whichever is greater (20’-24’ for garages) Adaptive Reuse Area: 15’ for buildings 20’ for garages (Surface Parking and Signs: 5’ from property line)	At right of way or 14’ from ultimate street curb face, whichever is greater (Garage entrance: 20’) (Surface Parking and Signs: 5’ from property line)
Interior Side Setback	None (Surface Parking and Signs: 5’)	None (Surface Parking and Signs: 5’)	None (Surface Parking and Signs: 5’)	None (Surface Parking and Signs: 5’)	None (Surface Parking and Signs: 5’)	None (Surface Parking and Signs: 5’) (Adaptive Reuse Area: 5’)	Pennsylvania Ave.: 0’ Elsewhere: 5’ + 5’ for each story over 2 (Surface Parking and Signs: 5’)

	HD	PV	CCU	GT	M	SG	CN
Street Side Setback	At right of way or 14' from ultimate street curb face, whichever is greater 10' Maximum (Surface Parking and Signs: 5')	10' (Surface Parking and Signs: 5')	10' (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Adaptive Reuse: 10') (Surface Parking and Signs: 5')	10' Garage entrance: 20' (Surface Parking and Signs: 5')
Rear Setback	None (Surface Parking and Signs:5')	None (10' if next to public street) (Surface Parking and Signs:5')	5' (10' if next to public street) (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None Parking perpendicular to alley: 24' from alley's farthest side (Surface Parking and Signs: 5')	None (Adaptive Reuse Area: 10') Parking perpendicular to alley: 24' from alley's farthest side (Surface Parking and Signs: 5')	10' + 5' for each story over 2 (Surface Parking and Signs: 5')
Min. Lot Size	None	None	None	None	None	None	None
Max. Bldg. Cov.	None	None	None	None	None	None	None

***Except as described in the Height Limit Overlay Area.**

Parcels created prior to the adoption of this Plan shall not be denied a building permit for reasons of nonconformance with the frontage requirements of this section.

Increased Height Limit Overlay Area: Properties within the Height Overlay Area as shown on Figure III-6, shall be permitted to build up to 65' and a maximum of 5 stories.

Adjustments to the site development regulations may be approved or conditionally approved by the Director of Community Development if it is demonstrated that the proposed adjustment(s) would be compatible with, and not prove detrimental to, adjacent property or improvements:

c. Adjustments to setback requirements up to 25% or four feet (whichever is less).

d. Required landscaping may be permitted in the public right-of-way if a minimum six-foot clear sidewalk is maintained, Americans with Disabilities Act (ADA) requirements are met, and an encroachment permit is obtained from the City. This provision shall apply only if there is no encroachment on the existing right-of-way by a future street improvement that would render the landscaping feature(s) to become non-conforming.

Date:	November 11, 2025
To:	John Stack
Company:	Kingsbarn Capital & Development
Address:	2500 San Hill Road, Suite 320, Menlo Park, CA 94025
From:	Daniel Garcia
Project Name:	Parking Planning Services – Escondido, CA
Project Number:	37-010262.00

Background/Introduction

For several years, the City of Escondido has considered selling public parking Lot 1, located on West Valley Parkway, east of the Maple Street Plaza, to encourage development in the downtown area. Recently, Kingsbarn Capital & Development has explored developing a multifamily building in downtown Escondido that would include 19 studios, 62 1-bedroom units, and 47 2-bedroom units, for a total of 128 residential dwelling units. The project would be constructed on public parking Lot 1, along with 113 spaces serving residents of the multifamily development.

With the reduction in public parking spaces due to the development occurring over Lot 1, the purpose of this engagement is to gather data on parking utilization in the immediate area surrounding the proposed project, including Lot 1, to better understand the availability of parking in the area, which has historically been ample. Additionally, the study seeks to determine whether there is sufficient parking capacity in the area surrounding Lot 1 to capture the vehicles that will be displaced as a result of the multifamily development.

Methodology

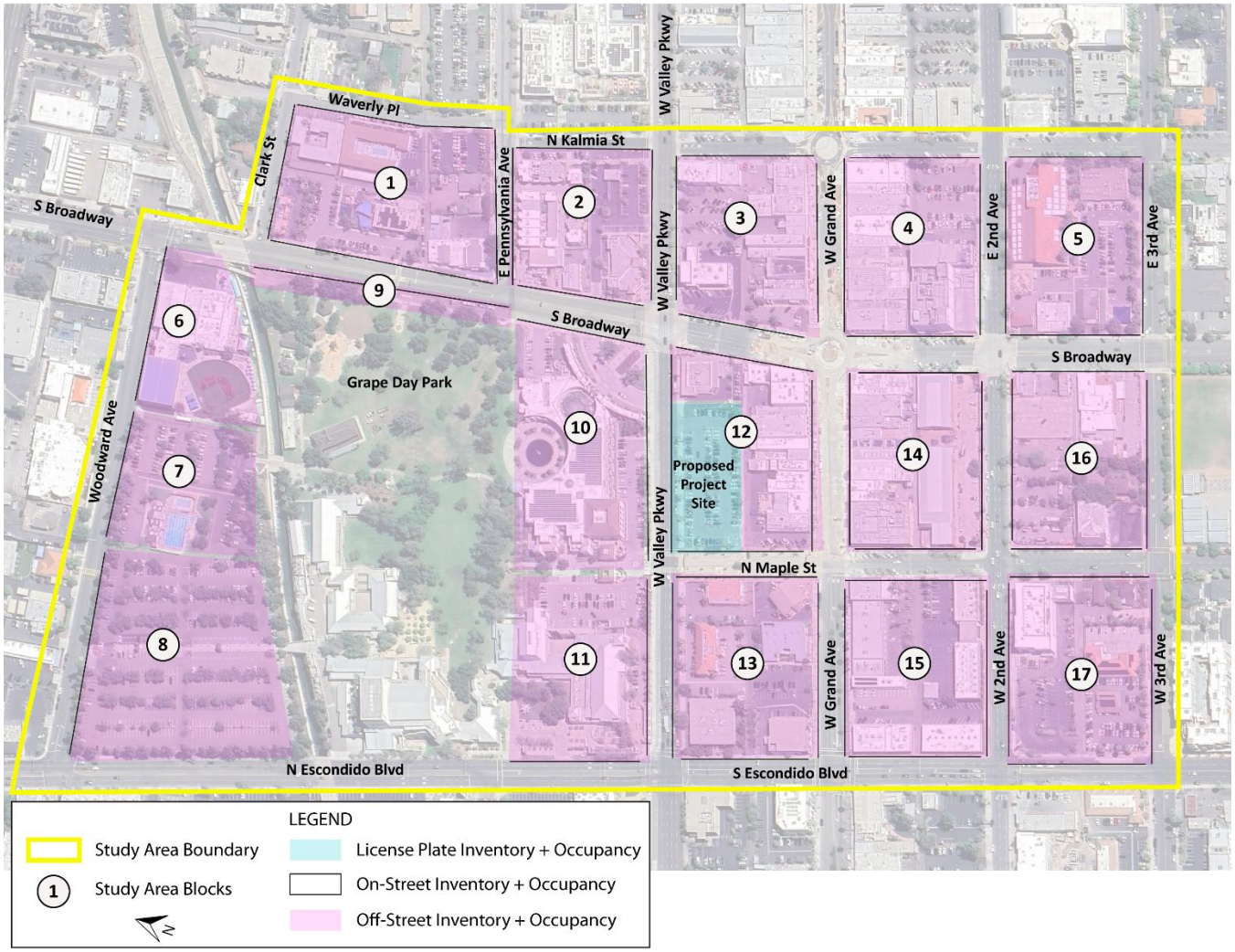
One way of determining the parking utilization in an area is via parking occupancy counts. In the case of downtown Escondido, Walker conducted parking occupancy counts within a 16-block area of downtown, also known as the study area (shown in Figure 1). In addition to occupancy counts, Walker also conducted a license plate inventory within Lot 1 to gauge how long users of that lot park in the area and to determine where those users could go once Lot 1 becomes unavailable. These combined data collection efforts revealed the utilization of on-street and off-street parking supplies in the downtown area, and the duration of parkers in Lot 1.

Current Parking Conditions

Study Area

The study area for this analysis is generally bounded by Kalmia Street to the east, 3rd Avenue to the south, Escondido Boulevard to the west, and Woodward Avenue to the north and encompasses approximately 16 blocks within the downtown area. Figure 1 shows a map of the study area.

Figure 1: Parking Study Area



Source: Walker Consultants, 2025.

Parking Inventory

Walker conducted an inventory of parking supplies within the study area, which included on-street and off-street parking. The off-street parking inventory included both publicly owned parking and privately owned but publicly accessible parking. Off-street parking that was inaccessible to the general public was not included in the study. The following table shows a summary of the study area parking inventory by study area block.

Table 1: Parking Inventory, August 2025

	On-Street				Off-Street		
Block Number	East	South	West	North	Public	Private	Total
1	12	16	11	4	-	51	94
2	13	-	4	10	-	54	81
3	11	11	5	8	53	31	119
4	13	8	11	13	97	-	142
5	14	11	12	-	69	6	112
6	-	-	-	16	-	5	21
7	-	-	-	9	143	-	152
8	-	-	-	12	605	-	617
9	14	-	-	-	-	-	14
10	-	-	-	-	122	-	122
11	-	-	-	-	-	-	-
12	4	11	-	12	118	28	173
13	-	11	-	-	-	138	149
14	9	13	8	22	-	-	52
15	8	11	-	18	-	174	211
16	9	13	15	8	139	16	200
17	8	18	-	7	-	107	140
Total	115	123	66	139	1,346	610	2,399

Source: Walker Consultants, 2025.

The study area inventory consists of 443 on-street spaces and 1,956 off-street spaces, for a total of 2,399 spaces in the study area. Of the 1,956 off-street spaces, 1,346 are publicly owned, and 610 are privately owned.

Effective Supply

At a given moment, a number of spaces in a parking system will be unavailable for immediate use due to motorists waiting to occupy or vacate parking spaces, mis-parked vehicles, maintenance, and other factors. To account for spaces being temporarily unavailable, Walker applies effective supply factors (ESF) to a parking system after performing fieldwork to determine the effective supply-- a qualitative and quantitative assessment of the operational effectiveness of a parking system. In the case of Escondido, Walker applied a .85 effective supply factor to on-street parking, and .90 to off-street parking. The following table shows the resulting effective supply in the study area.

Table 2: Effective Supply by Block

	On-Street				Off-Street		
Block Number	East	South	West	North	Public	Private	Total
1	10	14	9	3	-	46	82
2	11	-	3	9	-	49	72
3	9	9	4	7	48	28	105
4	11	7	9	11	87	-	126
5	12	9	10	-	62	5	99
6	-	-	-	14	-	5	18
7	-	-	-	8	129	-	136
8	-	-	-	10	545	-	555
9	12	-	-	-	-	-	12
10	-	-	-	-	110	-	110
11	-	-	-	-	-	-	-
12	3	9	-	10	106	25	154
13	-	9	-	-	-	124	134
14	8	11	7	19	-	-	44
15	7	9	-	15	-	157	188
16	8	11	13	7	125	14	178
17	7	15	-	6	-	96	124
Total	98	105	56	118	1,211	549	2,137

Source: Walker Consultants, 2025.

The total effective supply of the study area is 2,137 parking spaces.

Parking Utilization

To gauge the demand for parking and thus assess the adequacy of the parking supply in the study area, Walker conducted two days of parking occupancy counts in the study area, one weekday and one weekend day in August 2025. A total of six (6) counts were conducted over two days. Parking occupancy is measured by taking the number of vehicles parked on a block or a lot at a specific hour and dividing that number by the total number of parking spaces on the block or lot, resulting in a percentage. For example, if a block has 10 parking spaces and eight (8) cars are parked on that block, the resulting occupancy is 80 percent. Industry standards suggest that the optimal occupancy rate for on-street parking is 85 percent. To measure the utilization of parking in the study area, we created the following rubric:

- 0 – 49% occupancy (Green) – Denotes an abundance of available parking.

- 50 – 69% occupancy (Yellow) – Denotes that approximately half to thirty percent of spaces remain available.
- 70 – 84% occupancy (Orange) – Denotes that there is an efficient use of parking supplies, cars are occupying most spaces, yet there are still spaces available should drivers need to access them.
- 85+% occupancy (Red) – Denotes that there are very few if any spaces available.

Peak parking demand occurred on the weekday at 1 PM. The following table and figure show the on-street and off-street occupancies by block at 1 PM.

Table 3: Peak Parking Demand, Weekday 1PM

	On-Street				Off-Street		
Block Number	East	South	West	North	Public	Private	Total Off-Street
1	75%	75%	91%	75%	0%	63%	63%
2	62%	-	0%	60%	0%	35%	35%
3	82%	100%	60%	0%	62%	26%	49%
4	85%	38%	82%	100%	54%	0%	54%
5	7%	0%	75%	-	20%	50%	23%
6	-	-	-	19%	0%	0%	0%
7	-	-	-	0%	59%	0%	59%
8	-	-	-	0%	17%	0%	17%
9	64%	-	-	-	-	-	-
10	-	-	-	-	42%	0%	42%
11	-	-	-	-	-	-	-
12	50%	100%	-	67%	95%	14%	79%
13	0%	36%	0%	0%	0%	43%	43%
14	100%	15%	88%	100%	0%	0%	0%
15	100%	0%	-	94%	0%	25%	25%
16	44%	31%	7%	0%	1%	63%	8%
17	13%	33%	-	0%	0%	36%	36%

Source: Walker Consultants, 2025.

Figure 2: Peak Parking Demand Map, Weekday 1PM



Source: Walker Consultants, 2025.

As shown in the table and figure, during the hour of peak parking occupancy (weekday 1PM), there was an abundance of parking spaces available throughout the study area, as denoted by the green areas on the map. While there were some areas of high parking demand (85+% - Red), these were limited to a few streets, including Grand Avenue and blocks south of Grand Avenue, such as Kalmia Street, Broadway, and Maple Street. Overall, only 42 percent of the total 2,399 study area spaces were occupied during the peak hour; in turn, at the peak, there were 1,497 spaces available in the study area, indicating plenty of availability to absorb displaced vehicles from Lot 1.

In Lot 1 specifically, during the peak hour, it reached an 89 percent occupancy. To further explore the utilization of Lot 1, the following section summarizes the length of stay analysis for vehicles parked in Lot 1.

Parking Length of Stay (Duration) Analysis – Parking Lot 1

To understand the current usage patterns of Lot 1, Walker performed a length of stay analysis. Walker collected and anonymized license plate data from each parked vehicle in Lot 1 beginning at 10 AM and then hourly until 6 PM, across a weekday and weekend day to see how long those vehicles were parked in the lot. The results are shown in the following table.

Table 4: Summary of Weekday Length of Stay Data, Lot 1

Vehicles Parked	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM
Total	115	109	109	106	102	84	82	67	32
Parked for <4 Hours	28	21	29	30	15	8	13	21	22
Parked for >=4 Hours	87	88	80	76	87	76	69	46	10
Percent of Lot 1 spaces occupied for >=4 Hours	74%	75%	68%	64%	74%	64%	58%	39%	8%

Source: Walker Consultants, 2025.

As shown in the table, between 10 AM and 5 PM, more vehicles were parked for four hours or longer than for less than four hours. This indicates that most of the vehicles that park in Lot 1 between the hours of 10 AM and 4 PM on weekdays are more likely to be employees of local government or businesses than customers or visitors. The following table shows the results of the length of stay analysis for the weekend.

Table 5: Summary of Weekend Length of Stay Data, Lot 1

Vehicles Parked	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM
Total	26	38	53	46	39	34	32	45	46
Parked for <4 Hours	14	31	45	38	32	29	26	39	41
Parked for >=4 Hours	12	7	8	8	7	5	6	6	5
Percent of Lot 1 Supply occupied for >=4 Hours	10%	6%	7%	7%	6%	4%	5%	5%	4%

Source: Walker Consultants, 2025.

On the weekend, more vehicles were parked for less than four hours than for more than four hours. However, activity in Lot 1 was also much lower on the weekend than during the weekday, showing that Lot 1 is likely used extensively by local employees given that longer durations and occupancies were observed during the weekday. On the weekend, Lot 1 occupancy peaked at 12 PM when it was 45 percent occupied, meaning that at the peak hour there were 53 cars parked in the lot.

Parking Adequacy

The adequacy of a parking system is measured by taking the difference between the effective supply and the occupancy. A positive value reflects a surplus of parking spaces, while a negative value denotes a deficit. The following table summarizes the parking adequacy of the study area.

Table 6: Summary on On-Street and Off-Street Public Parking Adequacy

Study Area	Weekday			Weekend		
	10 AM	1 PM	6 PM	10 AM	1 PM	6 PM
On-Street	+175	+142	+198	+204	+164	+192
Off-Street	+1,077	+1,093	+1,430	+1,367	+1,203	+1,119
Parking Adequacy (+ Surplus / - Deficit)	+1,252	+1,235	+1,628	+1,571	+1,367	+1,311

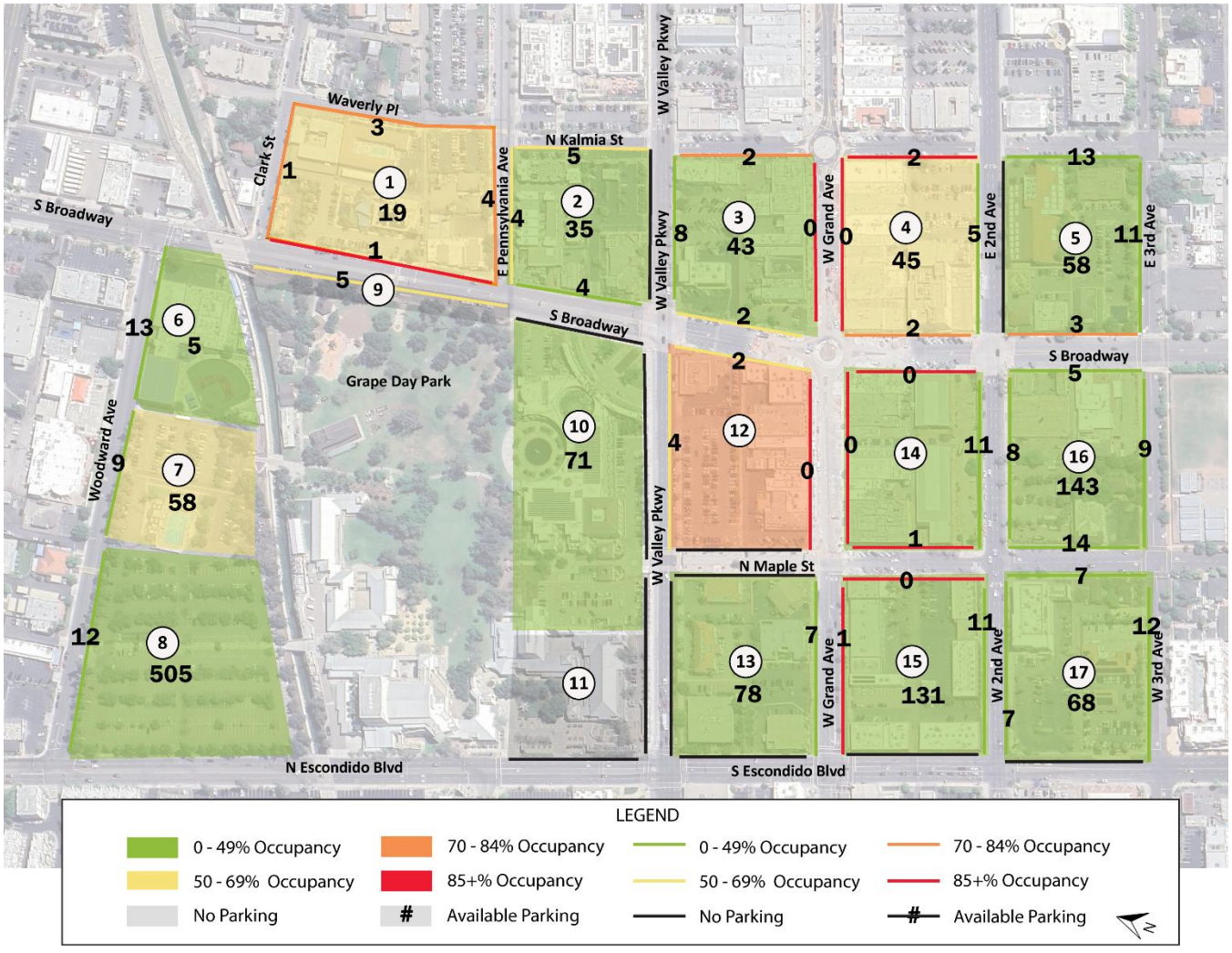
Source: Walker Consultants, 2025.

Table 6 shows that the study area has a surplus of parking spaces, ranging between 1,200 and 1,600. During the peak hour (weekday 1 PM), the study area has approximately 1,200 parking spaces available for public use.

Future (Post Lot 1 Development) Parking Conditions

The removal of Lot 1 spaces will result in vehicles currently using those spaces shifting to nearby available parking supplies or utilizing different modes. As shown from the results of the parking occupancy counts and the adequacy analysis, there are spaces available in the study area where current users of Lot 1 could move to. Since many of Lot 1's users are likely employees, they could shift to other public parking facilities that do not have time restrictions. Among those areas are the lots on blocks 3, 4, and 5. Combined, these lots offer 120 available public parking spaces during peak hour (1 PM), more than enough to capture the entire demand in Lot 1 (106 cars) at the peak hour. The vehicles that park less than four hours can find spaces on the streets surrounding Lot 1 both in public lots and on-street. Figure 3 shows the number of available parking spaces by block during the peak hour (weekday 1 PM) throughout the study area.

Figure 3: Available On-Street and Off-Street Parking Spaces at Peak



Source: Walker Consultants, 2025.

Multifamily Development Demand

The planned multifamily development over Lot 1 will have 113 parking spaces serving 128 dwellings. The ratio of on-site parking spaces to dwelling units is 0.88. To account for a 1:1 parking space to dwelling unit ratio, 15 spaces will have to be available offsite. Further, under the Downtown Specific Plan, 194 spaces are required. To meet this requirement, 79 spaces will have to be available offsite.

These 79 spaces, however, are likely to be needed only under peak conditions, which typically occur at night for residential developments, between approximately 10:00 pm and 6:00 am. During the daytime peak for the study area (1 pm), when many people have driven and are parked at work, we project that the demand for parking that exceeds the supply is not 79 parking spaces but rather 32 parking spaces , since there is an approximate 40 percent presence factor for suburban multifamily residential developments per the Urban Land Institute's (ULI) Shared Parking Model. Under either scenario, during the typical workday or in the evening, given that the occupancy counts show ample parking availability in the study (1,200 to 1,600 spaces) area during both these times, this offsite demand for parking can be accommodated by surrounding supplies. Further, when residential parking demand is highest, in the evening, parking availability in the study area will also be at its highest.

Further, in discussing the number of parking spaces needed, we suggest other considerations. The 194 parking spaces required for 128 dwelling units is roughly 1.51 parking spaces per unit. Walker has not reviewed the methodology or rationale for the determination of this requirement. However, the number – and convenience or inconvenience resulting from the proximity of the parking location - for residents will have some effect on the parking demand generated by residents. As a result, we expect some level of "self-selection" by tenants based on the number of parking spaces they need; The development will be more attractive to households with one vehicle compared with a household that has two or more vehicles. One vehicle-per-household tenants will enjoy more convenient parking than those who may not want the inconvenience of parking off site. These households could be the result of at least one potential driver who does not own a car, which may include people who work at Cal State San Marcos, Palomar Hospital, or Escondido City Hall. Some two-vehicle households may determine that there is a significant cost savings and convenience in having one fewer vehicle. That is to say, there may be some level of right-sizing of parking supply and demand as tenants move into the building.

The following tables show all of the available spaces in the study area by block for each of the six (6) occupancy counts that were conducted in the study.

Table 7: Available (Unoccupied) Spaces - 10AM, 1PM, and 6PM (Weekday and Weekend)

Weekday 10 AM

Block Number	East	South	West	North	Public	Private	Total
1	2	5	-	1	-	15	23
2	5	-	4	4	-	30	43
3	5	5	1	8	27	17	63

4	8	4	3	-	72	-	87
5	11	10	4	-	49	3	77
6	-	-	-	10	-	5	15
7	-	-	-	9	48	-	57
8	-	-	-	9	497	-	506
9	3	-	-	-	-	-	3
10	-	-	-	-	64	-	64
11	-	-	-	-	-	-	-
12	1	2	-	7	-	24	34
13	-	9	-	-	-	85	94
14	1	10	1	12	-	-	24
15	5	11	-	10	-	134	160
16	5	9	13	8	135	7	177
17	8	11	-	7	-	67	93
Total	54	76	26	85	892	387	1,520

Weekday 1PM

Block Number	East	South	West	North	Public	Private	Total
1	3	4	1	1	-	19	28
2	5	-	4	4	-	35	48
3	2	-	2	8	20	23	55
4	2	5	2	-	45	-	54

5	13	11	3	-	55	3	85
6	-	-	-	13	-	5	18
7	-	-	-	9	58	-	67
8	-	-	-	12	505	-	517
9	5	-	-	-	-	-	5
10	-	-	-	-	71	-	71
11	-	-	-	-	-	-	-
12	2	-	-	4	6	24	36
13	-	7	-	-	-	78	85
14	-	11	1	-	-	-	12
15	-	11	-	1	-	131	143
16	5	9	14	8	137	6	179
17	7	12	-	7	-	68	94
Total	44	70	27	67	897	392	1,497

Weekday 6PM

Block Number	East	South	West	North	Public	Private	Total
1	2	8	11	1	-	31	53
2	3	-	4	6	-	53	66
3	-	-	1	8	33	25	67
4	3	1	-	-	16	-	20

5	12	10	7	-	63	3	95
6	-	-	-	16	-	5	21
7	-	-	-	9	98	-	107
8	-	-	-	11	554	-	565
9	9	-	-	-	-	-	9
10	-	-	-	-	93	-	93
11	-	-	-	-	-	-	-
12	2	1	-	12	80	27	122
13	-	11	-	-	-	123	134
14	-	12	6	4	-	-	22
15	5	11	-	15	-	166	197
16	8	11	12	8	139	11	189
17	8	12	-	7	-	106	133
Total	52	77	41	97	1,076	550	1,893

Weekend 10AM

Block Number	East	South	West	North	Public	Private	Total
1	2	4	2	-	-	12	20
2	6	-	1	1	-	37	45
3	7	3	3	8	44	28	93
4	6	8	4	-	58	-	76

5	10	11	12	-	67	6	106
6	-	-	-	16	-	5	21
7	-	-	-	6	72	-	78
8	-	-	-	12	483	-	495
9	1	-	-	-	-	-	1
10	-	-	-	-	100	-	100
11	-	-	-	-	-	-	-
12	2	-	-	12	86	26	126
13	-	11	-	-	-	135	146
14	-	11	6	-	-	-	17
15	7	11	-	18	-	170	206
16	9	11	15	8	139	12	194
17	8	16	-	6	-	83	113
Total	58	86	43	87	1,049	514	1,837

Weekend 1PM

Block Number	East	South	West	North	Public	Private	Total
1	1	5	2	-	-	14	22
2	5	-	3	1	-	39	48
3	6	-	1	8	38	26	79
4	1	2	5	-	25	-	33

5	10	11	9	-	68	6	104
6	-	-	-	16	-	5	21
7	-	-	-	7	39	-	46
8	-	-	-	9	429	-	438
9	-	-	-	-	-	-	-
10	-	-	-	-	98	-	98
11	-	-	-	-	-	-	-
12	1	1	-	12	66	22	102
13	-	9	-	-	-	124	133
14	-	11	3	2	-	-	16
15	3	11	-	12	-	171	197
16	7	10	15	8	137	12	189
17	6	14	-	5	-	80	105
Total	40	74	38	80	900	499	1,631

Weekend 6PM

Block Number	East	South	West	North	Public	Private	Total
1	1	5	5	1	-	15	27
2	4	-	4	2	-	53	63
3	6	5	1	8	49	25	94
4	-	6	3	-	28	-	37

5	9	11	11	-	68	6	105
6	-	-	-	16	-	5	21
7	-	-	-	7	82	-	89
8	-	-	-	10	235	-	245
9	2	-	-	-	-	-	2
10	-	-	-	-	95	-	95
11	-	-	-	-	-	-	-
12	2	-	-	12	65	26	105
13	-	9	-	-	-	136	145
14	-	12	3	1	-	-	16
15	5	11	-	18	-	170	204
16	9	12	14	8	136	15	194
17	8	13	-	7	-	106	134
Total	46	84	41	90	758	557	1,576

Source: Walker Consultants, 2025.

Conclusion and Summary of Findings

Based on the following findings, we find that downtown Escondido has more than enough public parking available to reallocate some long-term parkers from Lot 1 and also accommodate demand that stems from the proposed multifamily development.

- Overall, only 42 percent of the total 2,399 study area spaces were occupied during the peak hour (Weekday 1PM); in turn, at the peak, there were 1,497 spaces available in the study area.
- The majority of Lot 1 users today are likely employees of local government or businesses, as evidenced by the length of stay analysis conducted in Lot 1, where most cars during the week were parked for four hours or more. The occupancy data show that there are between 1,200 and 1,600 spaces available in the study area to accommodate the vehicles that are displaced by the removal of Lot 1 from the parking supply.

Planning Commission
Hearing Date: November 18, 2025
Effective Date: November 19, 2025

PLANNING COMMISSION RESOLUTION NO. 2025-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ESCONDIDO, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT THE ENVIRONMENTAL DOCUMENT PREPARED FOR THE PROJECT, AND APPROVE A SPECIFIC PLAN AMENDMENT, DEVELOPMENT AGREEMENT, PLANNED DEVELOPMENT PERMIT, AND DESIGN REVIEW PERMIT FOR CONSTRUCTION OF A 128 UNIT MULTI-FAMILY PROJECT

APPLICANT: John Stack

CASE NO: PL24-0091/PL24-0092/PL24-0093/PL24-0092/PL25-0324

WHEREAS, on April 1, 2024, John Stack ("Applicant"), on behalf of Kingsbarn Realty Inc., filed a land use development application, Planning Case Nos. PL24-0091/PL24-0092/PL24-0093/PL24-0094/PL25-0324 ("Application") constituting a request for a Specific Plan Amendment to the Downtown Specific Plan removing the requirement for ground-floor retail or office on the first floor, and establishing a height overlay on the subject property increasing the height limit from 60'-0 to 65'-0", and increasing the allowable number of stories from four to five; a Development Agreement to transfer 50 dwelling units from the Downtown Density Credit Pool to the subject site, for a reduction in the required amount of open space, and payment of a fee to demonstrate consistency with the Climate Action Plan; and a Planned Development Permit to allow for a reduction in the required open space pursuant to the Downtown Specific Plan, for the construction of ground-floor residential units, and utilization of tandem spaces; and a Design Review Permit to allow construction of 128 multi-family units ("Project") on a 1.04

gross acre site located at 137 W Valley Parkway (APN: 229-421-26-00), in the Specific Planning Area 9 (SPA-9) General Plan land use designation and in the Specific Plan (S-P) 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, a Specific Plan Amendment is requested to establish a height overlay to permit an increase in the allowable height from 60'-0" to 65'-0" and increase the number of stories from four to five, and to allow for ground-floor residential uses on the subject property, and is permitted by the Downtown Specific Plan and by Division 4 (Amendments and Zone Changes) of Article 61 (Administration and Enforcement) of the Escondido Zoning Code;

WHEREAS, a Development Agreement is required to access the Downtown Density Credit Pool, payment of an in-lieu for reduction of the required amount open space, and payment of an in-lieu fee to demonstrate consistency with the Climate Action Plan checklist, among other things, and is authorized by Government Code Section 56864 and Article 58 (Development Agreements); and,

WHEREAS, a Planned Development Permit is required to allow for ground-floor residential uses, a reduction in the required amount of open space, and the use of tandem spaces as detailed in the DSP; and,

WHEREAS, a Design Review Permit is required by Section 33-1354 (Jurisdiction) of Article 64 (Design Review) for Planed Development Projects; 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, on May 23, 2012, the City Council certified the Final Environmental Impact Report for the 2012 General Plan Update, Downtown Specific Plan Update, and Climate Action Plan (SCH #20100716054) ("FEIR"); and,

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has been certified, the lead agency is required to review any changed circumstances to whether any of the circumstances under Public Resources Code section 21166 and CEQA Guidelines Section 15162 require additional environmental review; and,

WHEREAS, City staff evaluated the environmental impact of the proposed modification to the Project in light of the standards for subsequent environmental outlined in Public Resources Code Section 2166 and CEQA Guidelines section 15162; and,

WHEREAS, based on this evaluation, staff concluded that the FEIR had fully analyzed and mitigated, in compliance with CEQA, all potentially significant environmental impacts, if any, that would result from the Project modifications, that the impacts to the environment as a result of the modifications are consistent with and would not create substantial new or increased impacts beyond those that were evaluated in the FEIR, and that, therefore, no subsequent EIR or mitigated negative declaration is now required; and

WHEREAS, as a result of the proposed modifications to the Project, and to document staff's evaluation of the environmental impact of said modifications, staff prepared Addendum #5 to the Final EIR pursuant to CEQA Guidelines section 15164; and

WHEREAS, pursuant to CEQA Guidelines Section 15164, an addendum need not be circulated for public review;

WHEREAS, City staff provided public notice of the application in accordance with City and State public noticing requirements; 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 Exhibits "B-1" and "B-2," the Specific Plan Amendments as depicted in Exhibit "C", the draft Development Agreement which is attached hereto as Exhibit "D," and made a part hereof by this reference as though fully set forth herein; and

WHEREAS, on November 18, 2025, 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 November 18, 2025, 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 have no new significant environmental impacts and no increase in severity of impacts previously identified in the Final Environmental Impact Report, and therefore an Addendum to the FEIR is sufficient in accordance with CEQA Guidelines Section 15164, and in accordance generally with the California Environmental Quality Act (Public Resources Code Section 21000 et. seq.). The Planning Commission has reviewed and considered the FEIR and Fifth Addendum prepared for the Project and finds that those documents taken together contain a complete and accurate reporting of all the environmental impacts associated with the revised Project. The Planning Commission further finds that the Addendum and administrative record have been completed in compliance with CEQA and the State CEQA Guidelines, and that the findings related to the EIR and Fifth Addendum, taken together reflect the Planning Commission's independent judgement.

3. Based upon the evidence submitted and as demonstrated by the analysis included in the Fifth Addendum, which is attached hereto Exhibit "E" none of the conditions described in Section 15162 or 15163 of the CEQA Guidelines calling for the preparation of a subsequent or supplemental EIR or negative declaration have occurred, specifically:

a. There are no substantial changes proposed in the project which would require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

b. Substantial changes have not occurred with respect to the circumstances under which the project is undertaken which would require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

c. There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental document was adopted, that shows any of the following:

    i. The project would have one or more significant effects not discussed in the previous environmental document;

    ii. Significant effects previously examined would be substantially more severe than shown in the previous environmental document;

    iii. Mitigation measures previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

    iv. Mitigation measures or alternatives which are considerably different from those analyzed in the previous environmental document would

substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

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

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

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 recommended for approval 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 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 18th day of November, 2025, by the following vote, to wit:

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

_____
STAN WEILER, Chair
Escondido Planning Commission

ATTEST:

_____
VERONICA MORONES, Secretary of the
Escondido Planning Commission

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

_____
ANGEL ESTRADA, Minutes Clerk
Escondido Planning Commission

Exhibit “A”

Legal Description

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

PARCEL 1:
LOTS 21 THOUGH 24 INCLUSIVE IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

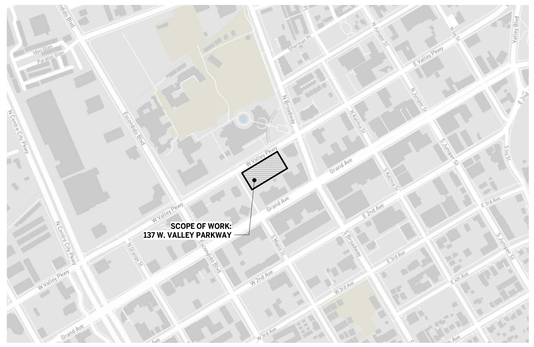
PARCEL 2:
LOTS 25 AND 26 IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 3:
LOTS 27 AND 28 IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

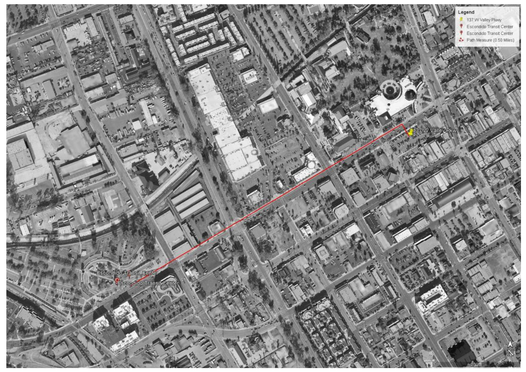
PARCEL 4:
LOTS 29 THOUGH 33 INCLUSIVE IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

Exhibit B-1

LOCALITY MAP



VICINITY MAP - DISTANCE TO TRANSIT CENTER



RENDERING



PROPOSED RESIDENTIAL PROJECT "KINGSBARN"

PROPOSED PROJECT "KINGSBARN"
137 WEST VALLEY PARKWAY
ESCONDIDO, CA 92025

APN DESCRIPTION: APN-229-421-26-00

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

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PARCEL 4: LOTS 29 THROUGH 33, INCLUSIVE, BLOCK 68 OF ESCONDIDO IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PROJECT DESCRIPTION

PROPOSED MARKET RATE MULTIFAMILY DEVELOPMENT CONSISTING OF 128 DWELLING UNITS WITH 115 PARKING STALLS WITHIN THE GROUND LEVEL GARAGE. THE PROJECT PROPOSES SECOND FLOOR PODIUM LEVEL AMENITIES, INCLUDING A POOL, SPA, BBQS, CLUB ROOM, FITNESS CENTER, AND OUTDOOR GARDEN SPACES. THE PROJECT FEATURES A GROUND LEVEL RESIDENT LOUNGE / LOBBY LOCATED ON THE CORNER OF WEST VALLEY PARKWAY AND MAPLE PLAZA. THE PROJECT INCLUDES OFF-SITE IMPROVEMENTS AND LANDSCAPING ALONG THE WEST VALLEY PARKWAY FRONTAGE AND WITHIN MAPLE PLAZA.

DEVELOPMENT SUMMARY

SITE AREA:	45,489 SF (1.04 ACRES)
LAND USE:	DOWNTOWN SPECIFIC PLAN HISTORIC DOWNTOWN DISTRICT - RETAIL CORE AREA
DENSITY:	DOWNTOWN SPECIFIC PLAN ALLOWS UP TO 75 DU/ACRE = 78 BASE DU 116 D.U. MINIMUM PER AGREEMENT WITH THE CITY OF ESCONDIDO. 50 DWELLING UNITS FROM THE DSP CREDIT POOL 128 TOTAL DU PROPOSED = 123.08 DU/ACRE
CONSTRUCTION TYPE:	TYPE I (LEVEL 1) AND TYPE V-A ON UPPER LEVELS
PROPOSED FAR:	(SEE SHEET G0.1)

LEVEL 01	**2,980 SF**
LEVEL 02	**26,481 SF**
LEVEL 03	**26,440 SF**
LEVEL 04	**31,043 SF**
LEVEL 05	**26,440 SF**
GRAND TOTAL FAR:	**113,384 SF**

LOT COVERAGE:	= (PROPOSED LOT COVERAGE) / (SITE AREA) = (43,202 SF) / (45,849 SF) = 94% Lot Coverage
MIN. SETBACKS:	FRONT: 14' FROM CURB REQUIRED / 14' FROM CURB PROPOSED. SIDE: 0' REQUIRED / 0' PROPOSED. REAR: 0' REQUIRED / 0' PROPOSED.
OPEN SPACE:	300 SF PER DWELLING UNIT REQUIRED = 38,400 SF REQUIRED (SEE SHEET G0.1) PROVIDED:

OPEN-MAPLE PLAZA	12,298 SF
OPEN-PRIVATE	8,121 SF
OPEN-PUBLIC	16,869 SF
TOTAL OPEN SPACE PROVIDED:	37,288 SF

RESIDENTIAL STORAGE:	80 CU.FT. PER DWELLING UNIT REQUIRED LEVEL - 1: 80 STORAGE UNITS LEVEL - 2: 32 STORGE UNITS LEVEL - 3 : 8 STORAGE UNITS LEVEL - 4: 8 STORAGE UNITS TOTAL STORAGE UNITS 128
MAX. STRUCTURE HT:	MAXIMUM HEIGHT: 65' (PER SPECIFIC PLAN HEIGHT OVERLAY) HEIGHT PROPOSED: 61'-6" (SEE ELEVATIONS A3.1 & A3.2)
NUMBER OF STORIES:	4 STORIES PERMITTED - 5 STORIES PROPOSED THROUGH SP AMENDMENT PARKING /LOBBY AT GRADE, 4 STORIES OF RESIDENTIAL ABOVE.

PARKING

PARKING: LESS THAN A 1/2 MILE FROM THE ESCONDIDO TRANSIT CENTER, NO PARKING REQUIRED PER PSA.

	STALLS		TANDEM STALLS	
STALL TYPE	COUNT	TOTAL %	TANDEM COUNT	TANDEM %
Accessible - 9'-0" x 18'-0"	5	4%	0	0%
Accessible Van - 12'-0" x 18'-0"	1	1%	0	0%
Compact -8'-6" x 16'-0"	11	10%	0	0%
Compact - 9' x 16'-0"	1	1%	0	0%
Standard -8'-6" x 18'-0"	43	38%	10	9%
Standard - 9'-0" x 18'-0"	52	46%	11	10%
TOTAL PROVIDED SPACES: 113	113	100%	21	18%

EV PARKING COUNT:

EV PARKING CATEGORY	RATIO	REQUIRED	PROVIDED	TOTAL %
EV READY	40% PER CALGREEN 4.106.4.2.2 (EV RECEPTACLES)	46	47	42%
EVSE	10% PER CALGREEN 4.106.4.2.2 (EV CHARGERS)	11	11	10%
NON-EV STALLS	N/A	N/A	55	49%
Grand total: 113			113	100%

PER 11B-228.3.1.1 ACCESSIBLE VAN EVCS STALL AND 1 ACCESSIBLE STANDARD EVCS STALL ARE REQUIRED BASED ON TOTAL NUMBER OF EVCS AT FACILITY (5 TO 25 RANGE) . THIS STALLS SHALL HAVE AN ACCESS AISLE OF MIN. 60" AND CLEAR FLOOR SPACE ON AN ACCESSIBLE ROUTE, PER 11B-812.9

SHORT TERM BICYCLE PARKING: (PER CALGREEN 5.106.4.1.1)

TYPE	RATIO	TOTAL REQ.	PROPOSED
RESIDENTIAL	5% OF VEHICULAR PARGKIN, 1 MIN	6 SPACES	8 SPACES

LONG TERM BICYCLE PARKING: (PER CALGREEN 5.106.4.1.2)

TYPE	RATIO	TOTAL REQ.	PROPOSED
RESIDENTIAL	5% OF (115) TENANT SPACES, 1 MIN.	6 SPACES	8 SPACES

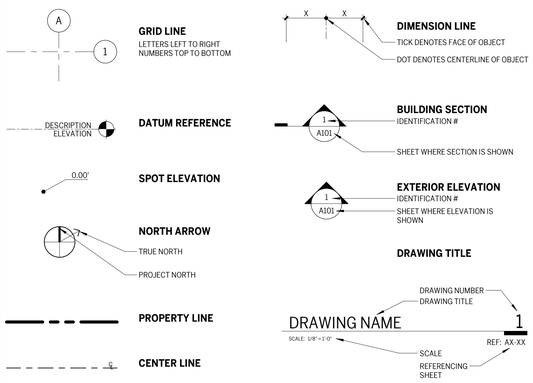
DEVIATIONS FROM DEVELOPMENT STANDARDS

1. REQUEST 50% REDUCTION IN USABLE OPEN SPACE REQUIREMENT PER THE DOWNTOWN SPECIFIC PLAN.
2. REQUEST APPROVAL OF COMBINATION COMPACT/ STANDARD TANDEM STALLS (NO PARKING REQUIRED PER APPROVED PURCHASE AGREEMENT)
3. REDUCTION IN PRIVATE STORAGE FROM 80 CUFT FOR ALL UNITS TO 80 CUFT FOR 50% OF UNITS
4. REDUCTION IN STREET TREES FROM 11 TO 7 DUE TO UTILITY CONFLICTS

CODE SUMMARY

APPLICABLE CODES:	CALIFORNIA RESIDENTIAL CODE, 2022 EDITION CALIFORNIA BUILDING CODE (CBC), 2022 EDITION CALIFORNIA MECHANICAL CODE (CMC), 2022 EDITION CALIFORNIA PLUMBING CODE (CPC), 2022 EDITION CALIFORNIA ELECTRICAL CODE (CEC), 2022 EDITION CALIFORNIA GREEN BUILDING CODE, 2022 EDITION REGULATIONS AND ORDINANCES OF THE CITY OF ESCONDIDO
WATER:	BY CONNECTION TO EXISTING
SEWER:	BY GRAVITY INTO EXISTING
GAS + ELECTRICAL:	SDG&E

ARCHITECTURAL LEGENDS AND SYMBOLS



GENERAL NOTES

1. THE DRAWINGS AND PROJECT MANUAL ARE PROPERTY OF STEINBERG HART AND ARE NOT TO BE USED FOR ANY OTHER PROJECT THAN THE LOCATION SHOWN HEREON. NO CHANGES ARE TO BE MADE WITHOUT THE KNOWLEDGE OR CONSENT OF THE ARCHITECT OR ENGINEER WHOSE SIGNATURE APPEARS HEREON.
2. THESE GENERAL NOTES APPLY TO ALL ARCHITECTURAL DRAWINGS AND SHEETS STAMPED AND SIGNED BY THE AOR WHETHER OR NOT THESE NOTES ARE SPECIFICALLY REFERENCED FROM OTHER SHEETS. BECOME FAMILIAR WITH THESE CONTRACT DOCUMENTS. REVIEW THE SHEET INDEX TO FAMILIARIZE, LOCATE AND/OR IDENTIFY A SPECIFIC TYPE OF SHEET (I.E., PARTITION TYPES), NOT READING AND REVIEWING THIS CONTRACT DOCUMENT IN ITS ENTIRETY DOES NOT RELIEVE THE CONTRACTOR OF CONSTRUCTION RESPONSIBILITIES.
3. ALL ITEMS SHOWN IN THESE DOCUMENTS ARE NEW UNLESS OTHERWISE NOTED.
4. THESE DOCUMENTS HAVE BEEN PREPARED IN A 30" X 42" FORMAT. ALL SCALE REFERENCES ARE INDICATED ACCORDING TO THIS FORMAT.
5. "TYP" INDICATES REPEAT, WHEREVER THIS CONDITION OCCURS.
6. REFERENCE PLANS ARE PROVIDED TO GIVE OVERALL PLAN VIEWS, ENLARGEMENT REFERENCES, EXTERIOR ELEVATION AND SECTION REFERENCES.

DEFERRED SUBMITTALS

1. FIRE UNDERGROUND LINES, FIRE SPRINKLER, FIRE ALARM AND FIRS RESPONDER RADIO COVERAGE

SHEET INDEX

SHEET NO.	SHEET NAME	ENTITLEMENT, 24-04-01	PLAN REVIEW, 24-09-04	PLAN REVIEW, 24-11-27	ENTITLEMENT,25-04-30	ENTITLEMENT, 25-09-10		
GENERAL								
G0.0	TITLE SHEET	●	●	●	●	●		
G0.1	OPEN SPACE DIAGRAMS	●	●	●	●	●		
G0.2	F.A.R DIAGRAMS	●	●	●	●	●		
G0.3	NET RENTABLE AREAS AND UNIT MIX	●	●	●	●	●		
G0.4	FIRE PLAN	●	●	●	●	●		
G0.5	RESCUE WINDOWS DIAGRAM	●	●	●	●	●		
G1.0	SITE PHOTOS	●	●	●	●	●		
G1.1	DESIGN NARRATIVE 1	●	●	●	●	●		
G2.1	PERSPECTIVES 1	●	●	●	●	●		
G2.2	PERSPECTIVES 2	●	●	●	●	●		
G2.3	PERSPECTIVES 3	●	●	●	●	●		
G2.4	PERSPECTIVES 4	●	●	●	●	●		
G2.5	WALL SECTIONS		●	●	●	●		
G2.6	WALL SECTIONS		●	●	●	●		
ARCHITECTURAL								
A1.0	PROPOSED SITE PLAN	●	●	●	●	●		
A2.1	LEVEL 1	●	●	●	●	●		
A2.2	LEVEL 2	●	●	●	●	●		
A2.3	LEVEL 3-5 TYPICAL	●	●	●	●	●		
A2.6	ROOF PLAN	●	●	●	●	●		
A2.10E	TYPICAL UNITS	●	●	●	●	●		
A2.11E	TYPICAL UNITS	●	●	●	●	●		
A2.12E	TYPICAL UNITS		●	●	●	●		
A3.1	ELEVATIONS	●	●	●	●	●		
A3.2	ELEVATIONS	●	●	●	●	●		
A3.3	SECTIONS	●	●	●	●	●		
A3.4	MATERIAL BOARD	●	●	●	●	●		
CIVIL								
C1.0	EXISTING CONDITIONS AND MAPPING CONSTRAINTS	●	●	●	●	●		
C1.1	DEMOLITION PLAN	●	●	●	●	●		
C2.0	PRELIMINARY GRADING AND DRAINAGE PLAN	●	●	●	●	●		
C2.1	PRELIMINARY GRADING AND DRAINAGE PLAN	●	●	●	●	●		
C3.0	PRELIMINARY UTILITY PLAN	●	●	●	●	●		
LANDSCAPE								
L-1.0	LANDSCAPE CONCEPT PLAN LEVEL 1	●	●	●	●	●		
L-1.1	LANDSCAPE CONCEPT PLAN LEVEL 2	●	●	●	●	●		
L-1.2	LANDSCAPE CONCEPT IRRIGATION PLAN LEVEL 1		●	●	●	●		
L-1.3	LANDSCAPE CONCEPT IRRIGATION PLAN LEVEL 2		●	●	●	●		

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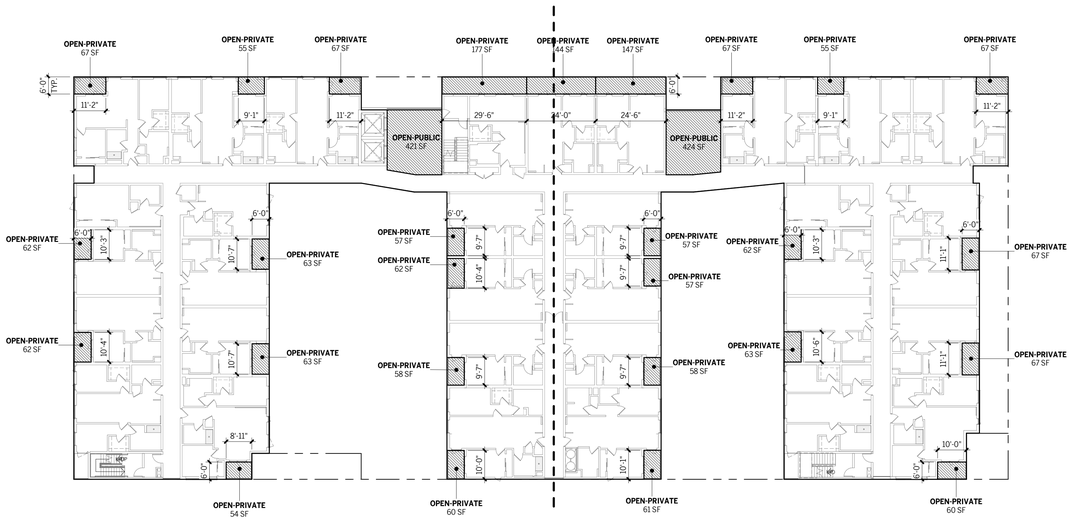
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PROJECT #: 23036.000
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SCALE: As indicated
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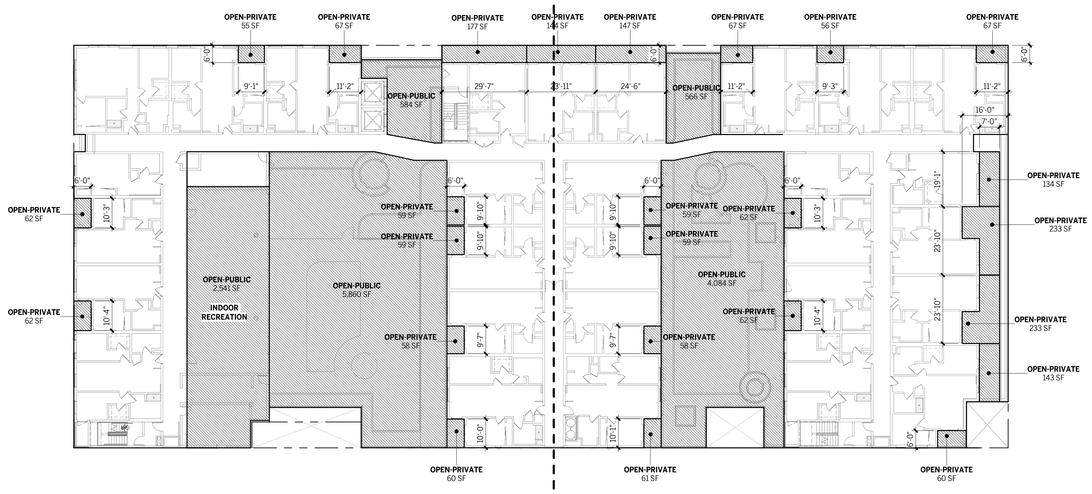
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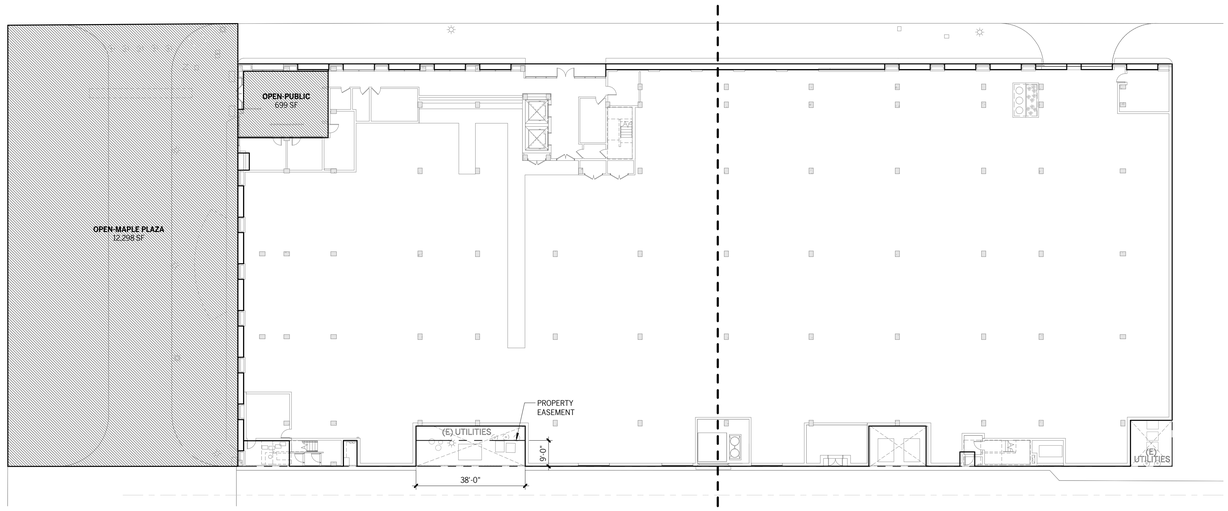
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RESIDENTIAL OPEN SPACE - LEVEL 03 THROUH LEVEL 05 — 3
SCALE: 3/64" = 1'-0"
(TYPICAL LEVEL-3 PRESENTED)



RESIDENTIAL OPEN SPACE - LEVEL 02 — 2
SCALE: 3/64" = 1'-0"



PARKING LEVEL OPEN SPACE - LEVEL 01 — 1
SCALE: 3/64" = 1'-0"

OPEN SPACE SUMMARY.		
LEVEL	AREA TYPE	SF
OPEN-PUBLIC		
LEVEL 01	OPEN-PUBLIC	699 SF
LEVEL 02	OPEN-PUBLIC	13,635 SF
LEVEL 03	OPEN-PUBLIC	845 SF
LEVEL 04	OPEN-PUBLIC	845 SF
LEVEL 05	OPEN-PUBLIC	845 SF
		16,869 SF
OPEN-PRIVATE		
LEVEL 02	OPEN-PRIVATE	2,304 SF
LEVEL 03	OPEN-PRIVATE	1,939 SF
LEVEL 04	OPEN-PRIVATE	1,939 SF
LEVEL 05	OPEN-PRIVATE	1,939 SF
		8,121 SF
OPEN-MAPLE PLAZA		
LEVEL 01	OPEN-MAPLE PLAZA	12,298 SF
		12,298 SF
TOTAL OPEN SPACE		37,288 SF

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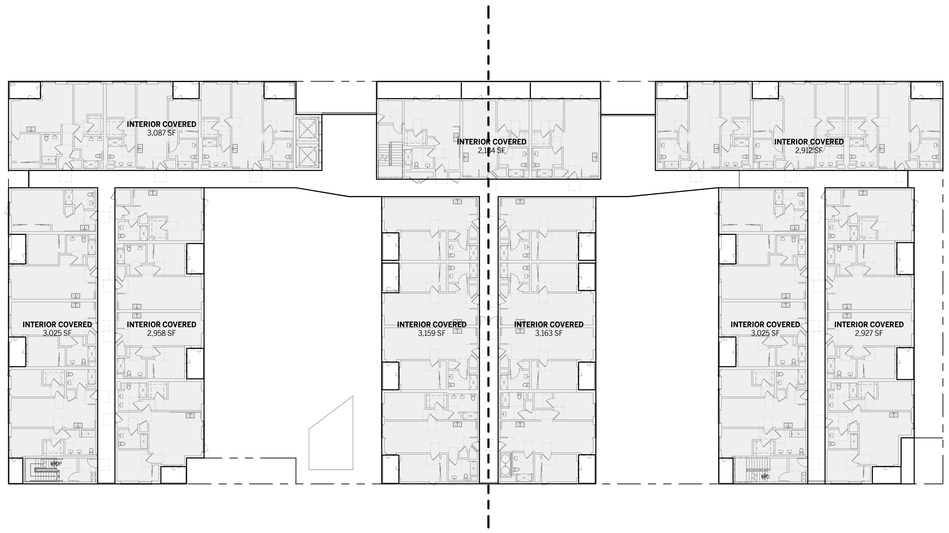
OPEN SPACE DIAGRAMS

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SCALE: 3/64" = 1'-0"
DESIGN DEVELOPMENT

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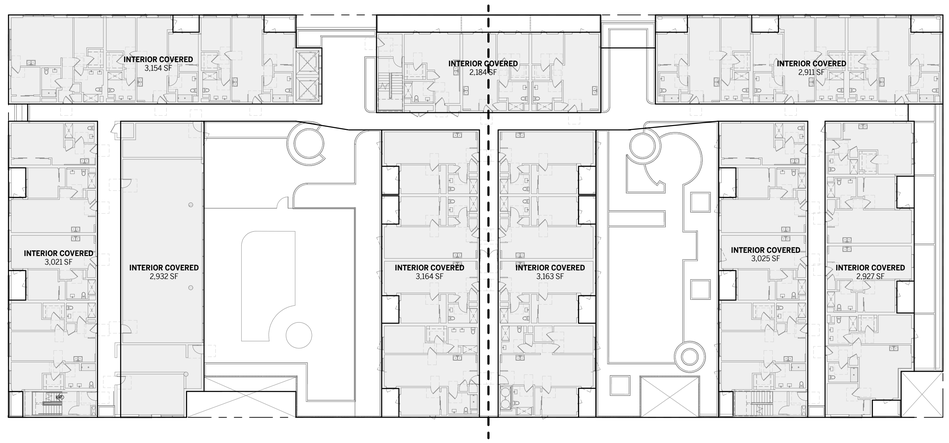
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F.A.R. DIAGRAM - LEVEL 03-05 — 1

SCALE: 3/64" = 1'-0"



F.A.R. DIAGRAM - LEVEL 02 — 2

SCALE: 3/64" = 1'-0"



F.A.R. DIAGRAM LEVEL 01 — 3

SCALE: 3/64" = 1'-0"

FLOOR AREA:

MEANS THE TOTAL AREA OF ALL FLOORS AND INTERIOR HABITABLE AREA OF A BUILDING INCLUDED WITHIN THE OUTSIDE FACES OF THE BUILDING'S EXTERIOR WALLS, EXCLUSIVE OF BASEMENT AND ATTIC STORAGE SPACE AND AREAS WITHIN A BUILDING USED FOR THE PARKING OF VEHICLES.

FAR SUMMARY		
LEVEL	**Area Type (FAR)**	**Area (Conversion)**
FLOOR AREA		
LEVEL 01	**FLOOR AREA**	**2,980 SF**
LEVEL 02	**FLOOR AREA**	**26,481 SF**
LEVEL 03	**FLOOR AREA**	**26,440 SF**
LEVEL 04	**FLOOR AREA**	**31,043 SF**
LEVEL 05	**FLOOR AREA**	**26,440 SF**
		113,384 SF
Grand total		**113,384 SF**

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F.A.R DIAGRAMS

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SCALE: 3/64" = 1'-0"

DESIGN DEVELOPMENT

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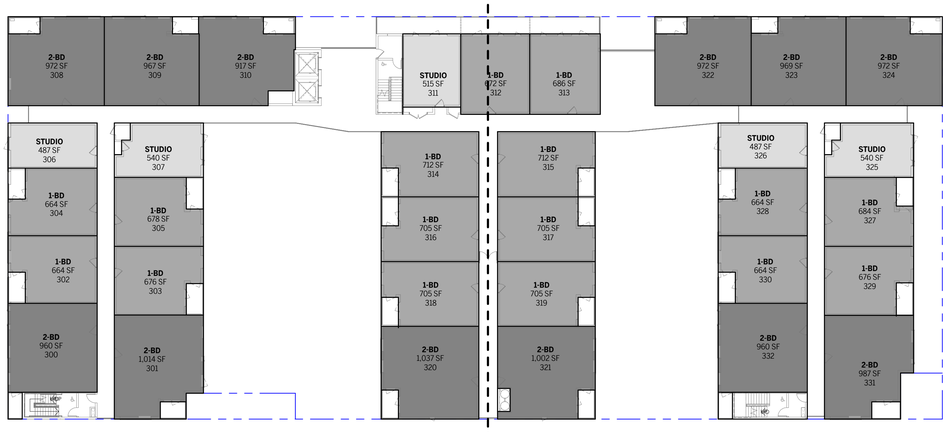
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LEVEL 05 - UNIT PLANS 4

SCALE: 3/64" = 1'-0"



LEVEL 03 - UNIT PLANS 2

SCALE: 3/64" = 1'-0"

LEVEL 04 - UNIT PLANS 3

SCALE: 3/64" = 1'-0"

LEVEL 02 - UNIT PLANS 1

SCALE: 3/64" = 1'-0"

UNIT MIX TOTALS

LEVEL	UNIT - COUNT	UNIT MIX %	AREA
1-BD			
LEVEL 02	14	11%	9,610 SF
LEVEL 03	16	13%	10,972 SF
LEVEL 04	16	13%	10,972 SF
LEVEL 05	16	13%	10,972 SF
	62	48%	42,526 SF
2-BD			
LEVEL 02	11	9%	10,778 SF
LEVEL 03	12	9%	11,729 SF
LEVEL 04	12	9%	11,729 SF
LEVEL 05	12	9%	11,729 SF
	47	37%	45,965 SF
STUDIO			
LEVEL 02	4	3%	2,029 SF
LEVEL 03	5	4%	2,569 SF
LEVEL 04	5	4%	2,569 SF
LEVEL 05	5	4%	2,569 SF
	19	15%	9,736 SF
Grand total: 128	128	100%	98,227 SF

NET RENTABLE AREAS

NAME	UNIT NUMBER	AREA SF
LEVEL 02		
1-BD	201	664 SF
1-BD	202	664 SF
1-BD	208	672 SF
1-BD	209	686 SF
1-BD	210	712 SF
1-BD	211	712 SF
1-BD	212	705 SF
1-BD	213	705 SF
1-BD	214	705 SF
1-BD	215	705 SF
1-BD	223	676 SF
1-BD	224	664 SF
1-BD	225	676 SF
1-BD	226	664 SF
2-BD	200	960 SF
2-BD	204	1,039 SF
2-BD	205	967 SF
2-BD	206	915 SF
2-BD	216	1,037 SF
2-BD	217	1,002 SF
2-BD	218	972 SF
2-BD	219	967 SF
2-BD	220	972 SF
2-BD	227	987 SF
2-BD	228	960 SF
STUDIO	203	487 SF
STUDIO	207	515 SF
STUDIO	221	540 SF
STUDIO	222	487 SF
29		22,417 SF

NET RENTABLE AREAS

NAME	UNIT NUMBER	AREA SF
LEVEL 03		
1-BD	302	664 SF
1-BD	303	676 SF
1-BD	304	664 SF
1-BD	305	678 SF
1-BD	312	672 SF
1-BD	313	686 SF
1-BD	314	712 SF
1-BD	315	712 SF
1-BD	316	705 SF
1-BD	317	705 SF
1-BD	318	705 SF
1-BD	319	705 SF
1-BD	327	684 SF
1-BD	328	664 SF
1-BD	329	676 SF
1-BD	330	664 SF
2-BD	300	960 SF
2-BD	301	1,014 SF
2-BD	308	972 SF
2-BD	309	967 SF
2-BD	310	917 SF
2-BD	320	1,037 SF
2-BD	321	1,002 SF
2-BD	322	972 SF
2-BD	323	969 SF
2-BD	324	972 SF
2-BD	331	987 SF
2-BD	332	960 SF
STUDIO	306	487 SF
STUDIO	307	540 SF
STUDIO	311	515 SF
STUDIO	325	540 SF
STUDIO	326	487 SF
33		25,270 SF

NET RENTABLE AREAS

NAME	UNIT NUMBER	AREA SF
LEVEL 04		
1-BD	402	664 SF
1-BD	403	676 SF
1-BD	404	664 SF
1-BD	405	678 SF
1-BD	412	672 SF
1-BD	413	686 SF
1-BD	414	712 SF
1-BD	415	712 SF
1-BD	416	705 SF
1-BD	417	705 SF
1-BD	418	705 SF
1-BD	419	705 SF
1-BD	427	684 SF
1-BD	428	664 SF
1-BD	429	676 SF
1-BD	430	664 SF
2-BD	400	960 SF
2-BD	401	1,014 SF
2-BD	408	972 SF
2-BD	409	967 SF
2-BD	410	917 SF
2-BD	420	1,037 SF
2-BD	421	1,002 SF
2-BD	422	972 SF
2-BD	423	969 SF
2-BD	424	972 SF
2-BD	431	987 SF
2-BD	432	960 SF
STUDIO	406	487 SF
STUDIO	407	540 SF
STUDIO	411	515 SF
STUDIO	425	540 SF
STUDIO	426	487 SF
33		25,270 SF

NET RENTABLE AREAS

NAME	UNIT NUMBER	AREA SF
LEVEL 05		
1-BD	502	664 SF
1-BD	503	676 SF
1-BD	504	664 SF
1-BD	505	678 SF
1-BD	512	672 SF
1-BD	513	686 SF
1-BD	514	712 SF
1-BD	515	712 SF
1-BD	516	705 SF
1-BD	517	705 SF
1-BD	518	705 SF
1-BD	519	705 SF
1-BD	527	684 SF
1-BD	528	664 SF
1-BD	529	676 SF
1-BD	530	664 SF
2-BD	500	960 SF
2-BD	501	1,014 SF
2-BD	508	972 SF
2-BD	509	967 SF
2-BD	510	917 SF
2-BD	520	1,037 SF
2-BD	521	1,002 SF
2-BD	522	972 SF
2-BD	523	969 SF
2-BD	524	972 SF
2-BD	531	987 SF
2-BD	532	960 SF
STUDIO	506	487 SF
STUDIO	507	540 SF
STUDIO	511	515 SF
STUDIO	525	540 SF
STUDIO	526	487 SF
33		25,270 SF
Grand total: 128		98,227 SF

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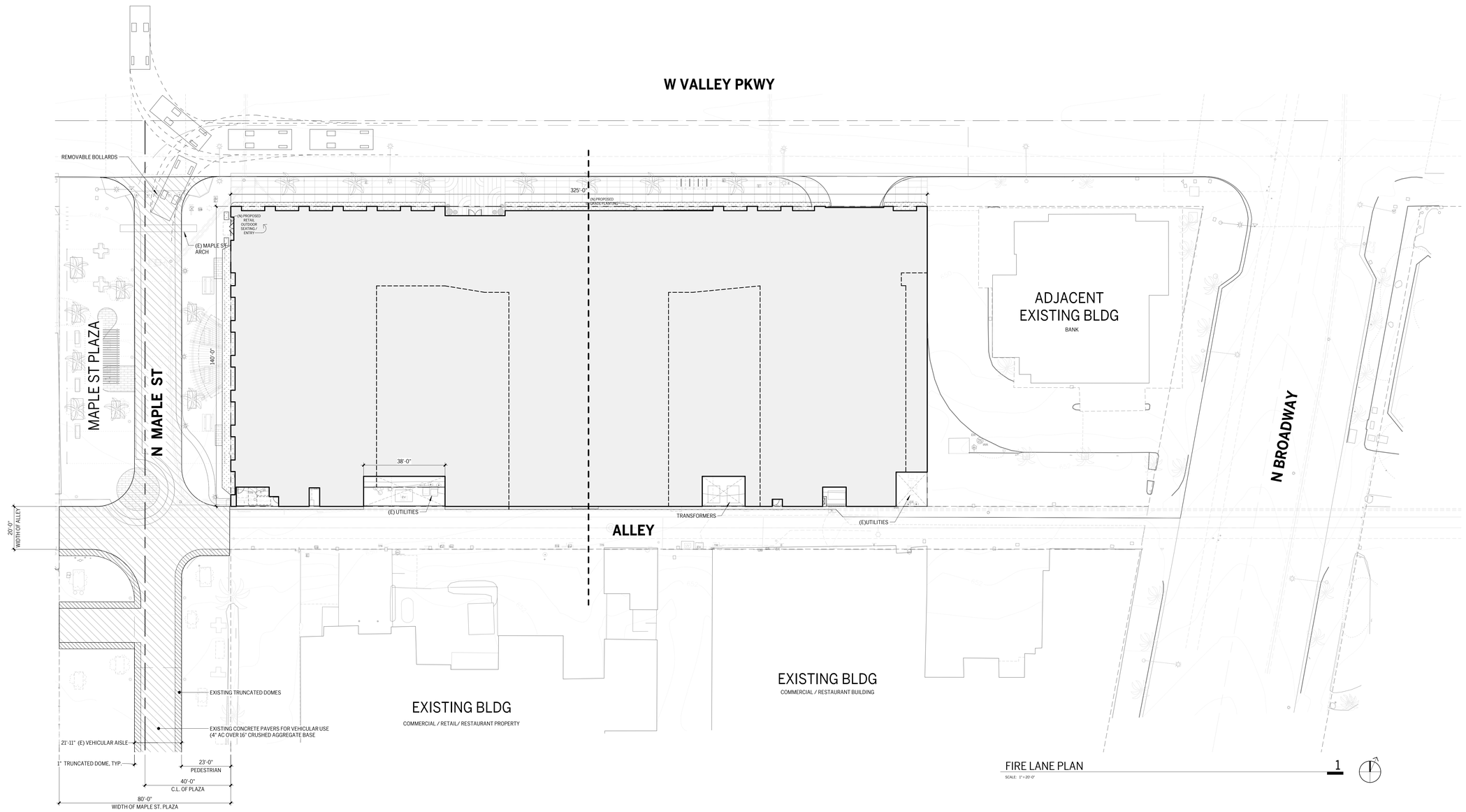
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NET RENTABLE AREAS AND UNIT MIX

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SCALE: 3/64" = 1'-0"

DESIGN DEVELOPMENT

G0.3



FIRE LANE PLAN 1

SCALE: 1" = 20'-0"

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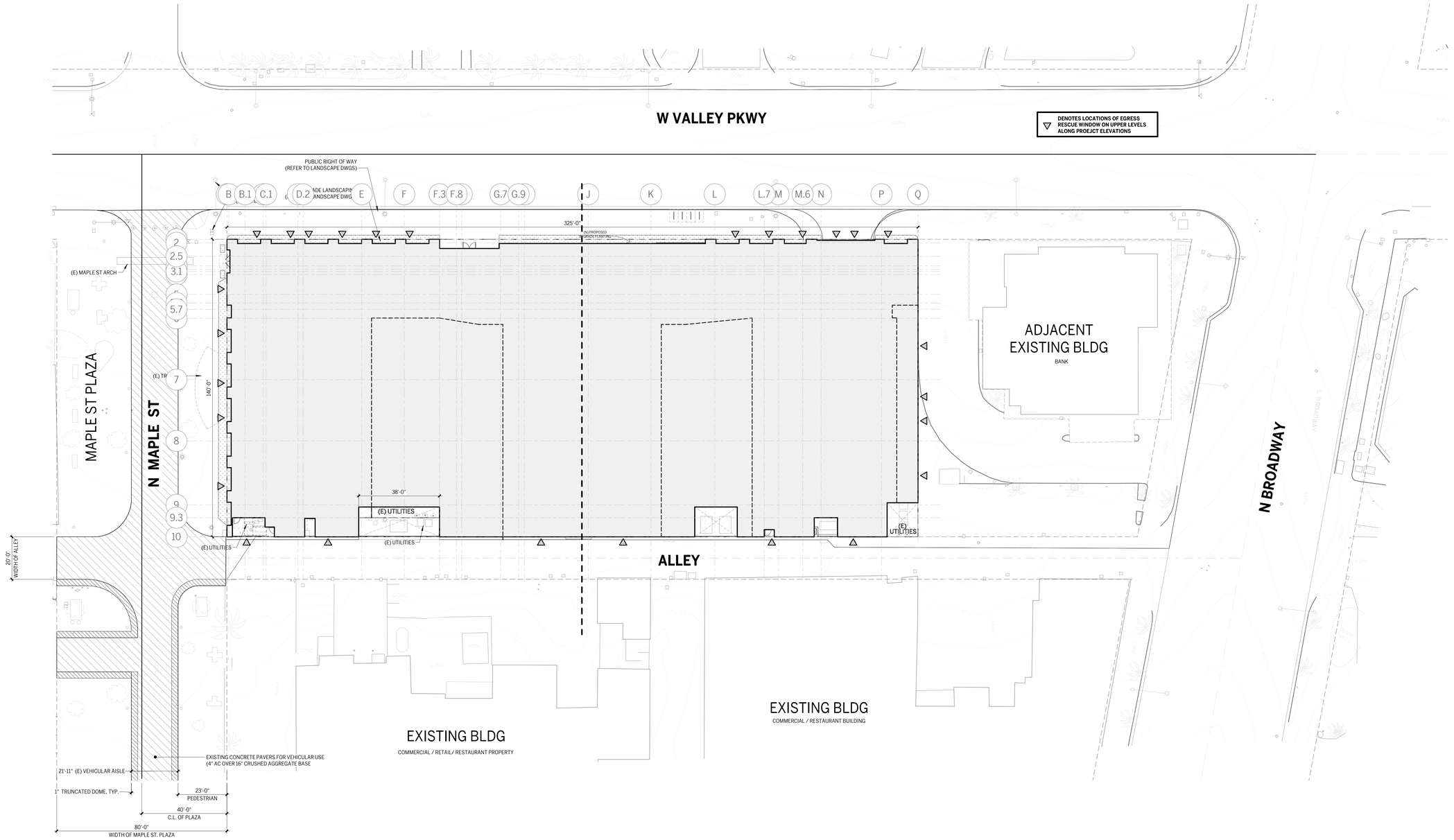
FIRE PLAN

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SCALE: 1" = 20'-0"
DESIGN DEVELOPMENT

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FIRE RESCUE WINDOW DIAGRAM 1

SCALE: 1" = 20'-0"

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RESCUE WINDOWS DIAGRAM

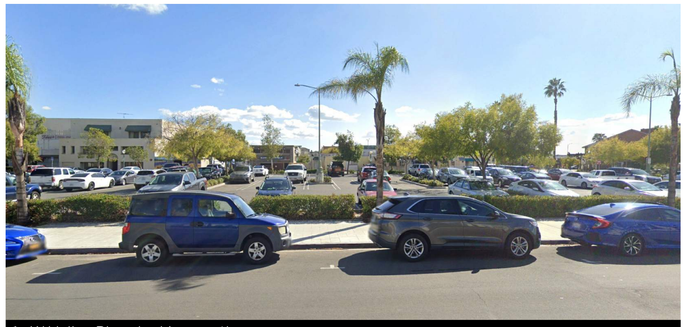
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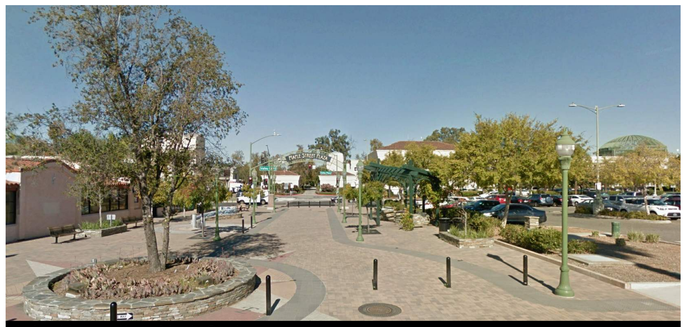
1. W Valley Pkwy looking south



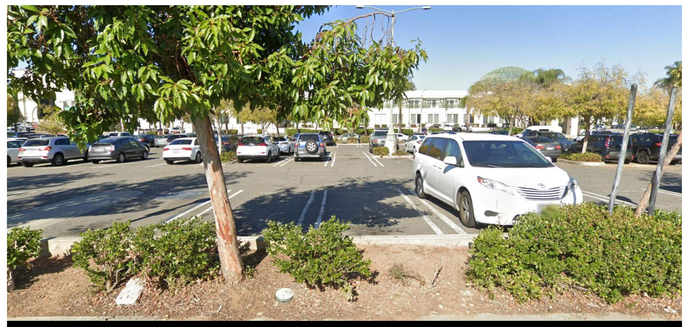
2. W Valley Pkwy looking Maple St Plaza



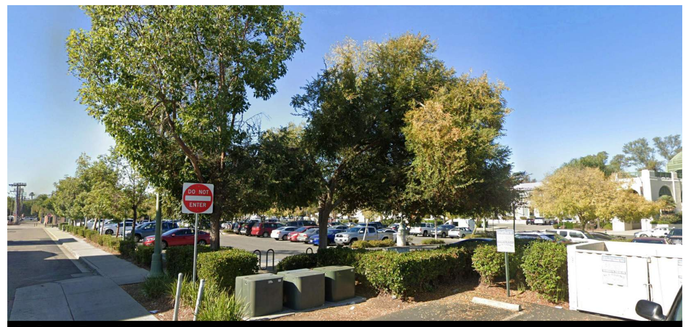
3. Looking east on W Valley Pkwy



4. Looking north on Maple St plaza



5. Alley Looking North



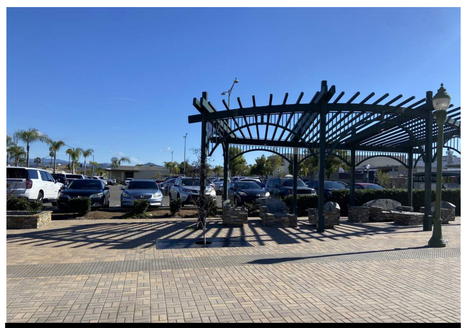
6. SouthEast Alley Looking North



7. Alley and Maple St corner



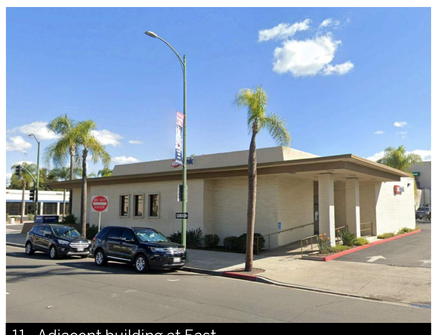
8. Maple looking NorthEast



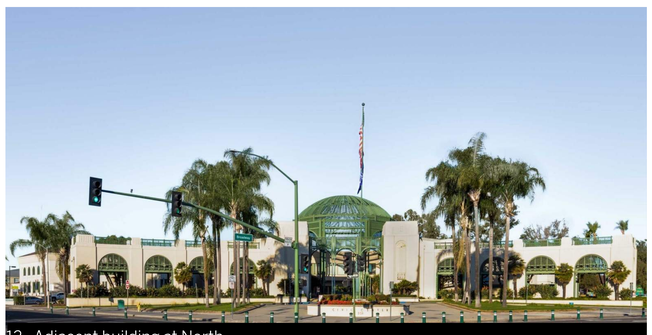
9. Maple looking East



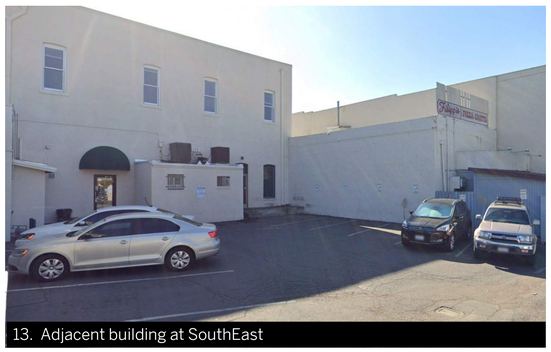
10. Adjacent building at west



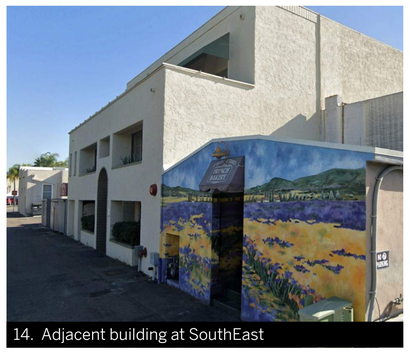
11. Adjacent building at East



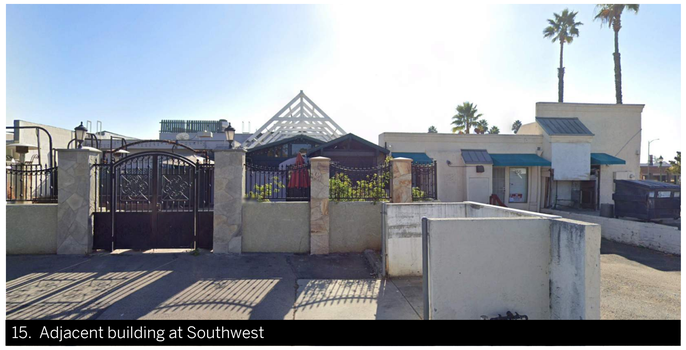
12. Adjacent building at North



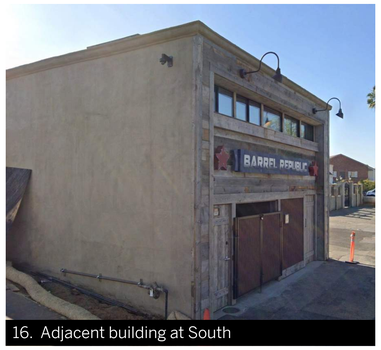
13. Adjacent building at SouthEast



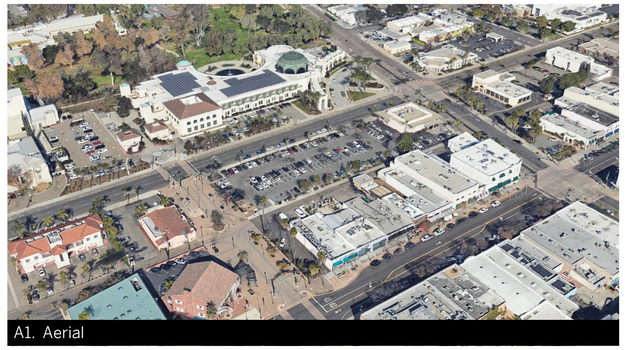
14. Adjacent building at SouthEast



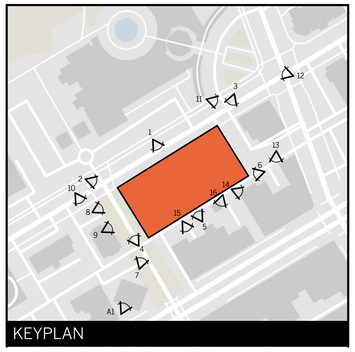
15. Adjacent building at Southwest



16. Adjacent building at South



A1. Aerial



KEYPLAN

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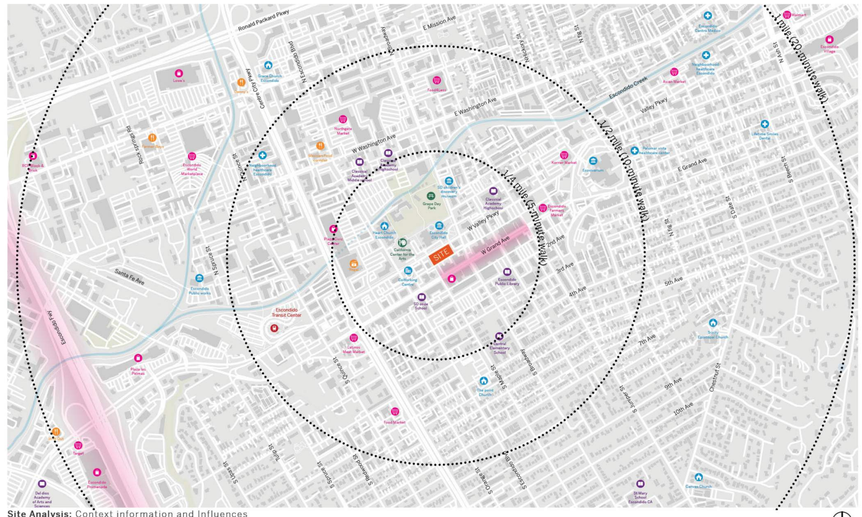
SITE PHOTOS

PROJECT #: 23036.000
DATE:
SCALE: 1" = 1'-0"
DESIGN DEVELOPMENT

G1.0

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Roland Parkway Pkwy
E Mission Ave
W Washington Ave
E Washington Ave
W Valley Pkwy
E Valley Pkwy
W Grand Ave
E Grand Ave
Escondido Creek
Escondido Transit Center
SITE
Escondido Public Library
Escondido Police Dept
Escondido Fire Station
Escondido Historical Society
Kit Carson Park
Escondido Creek Trail
Escondido Creek Park
Grape Day Park
Grape Day Skate Park
Kiwanis Park
Heritage Walk
Escondido Transit Center Bicycle Parking
Escondido Center for the Arts
Escondido Arts Partnership Authority
Escondido Charter High School
Escondido Adult School
Escondido Community College
Escondido Charter Academy
Del dios Academy of Mind and Body Escondido
Orfeo Theatre
Escondido Creek Park
Escondido Creek Trail
Escondido Creek Trail
Escondido Creek Trail



VIEW: CORNER OF W. VALLEY LOOKING SOUTHEAST TOWARDS ENTRY LOBBY



VIEW: CORNER OF W. VALLEY AND MAPLE STREET LOOKING EAST

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PERSPECTIVES 1

PROJECT #: 23036.000
DATE:
SCALE: 1" = 1'-0"

DESIGN DEVELOPMENT

G2.1



VIEW: ENTRY LOBBY LOOKING WEST



VIEW: ENTRY LOBBY LOOKING UP



VIEW: W VALLEY PKY AND MAPLE STREET CORNER



VIEW: MAPLE STREET LOOKING TOWARDS RETAIL AREA

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PERSPECTIVES 2

PROJECT #: 23036.000
DATE:
SCALE: 1" = 1'-0"

DESIGN DEVELOPMENT

G2.2



VIEW: CORNER OF W. VALLEY AND MAPLE STREET LOOKING SOUTHEAST



VIEW: CORNER OF W. VALLEY LOOKING SOUTHWEST

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PERSPECTIVES 3

PROJECT #: 23036.000
DATE:
SCALE: 1" = 1'-0"

DESIGN DEVELOPMENT

G2.3



VIEW: MAPLE STREET LOOKING NORTH TOWARDS CITY HALL



VIEW: ALLEY LOOKING NORTHEAST TOWARDS BUILDING COURTYARD

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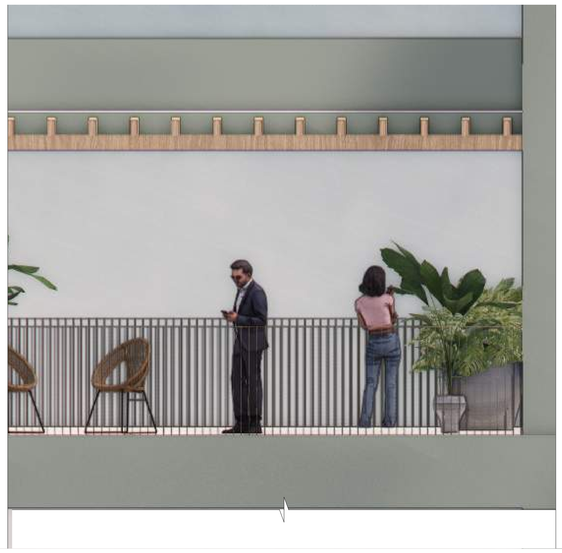
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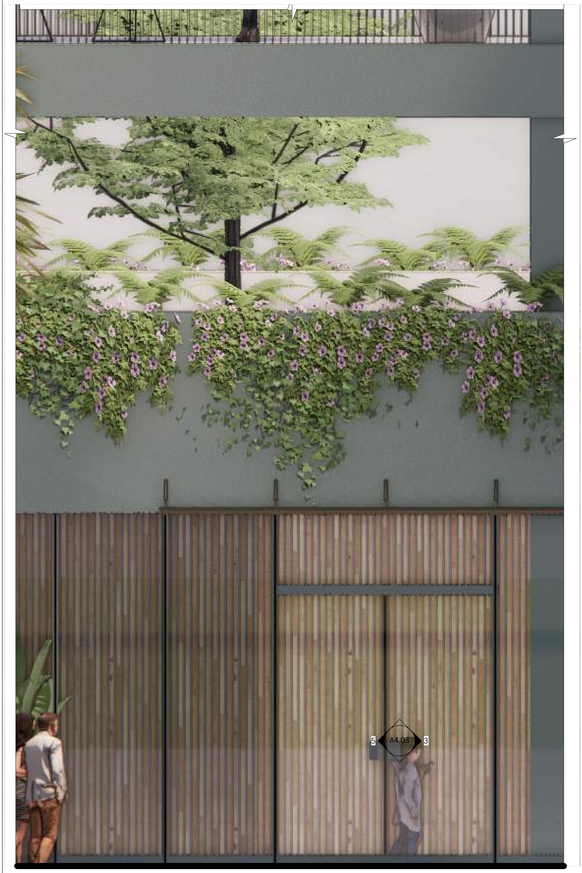
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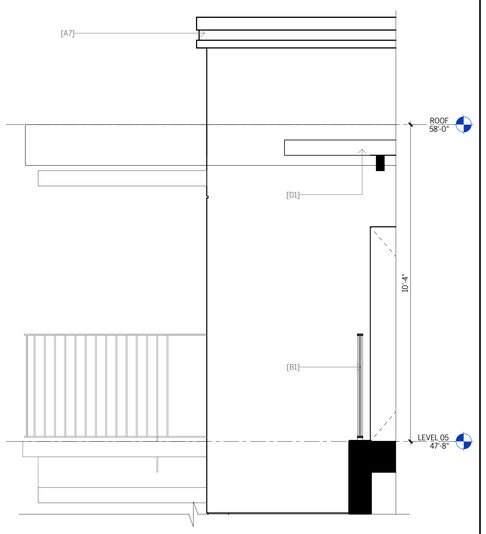
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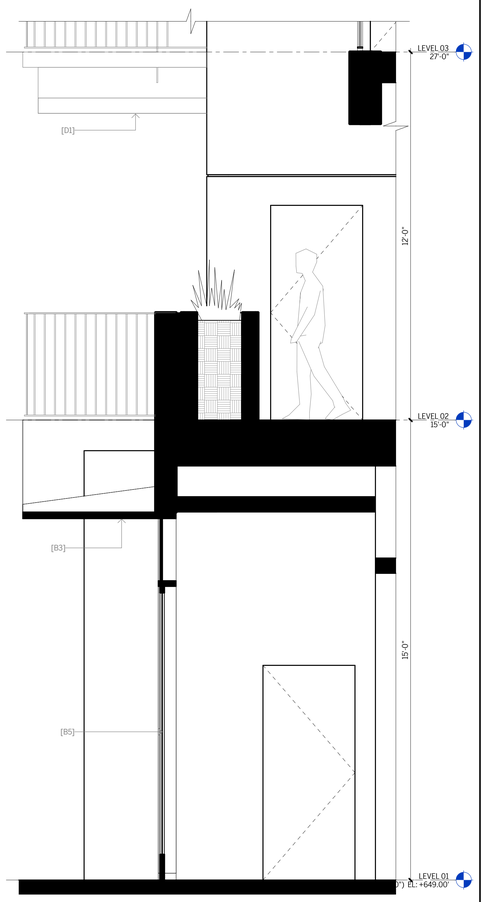
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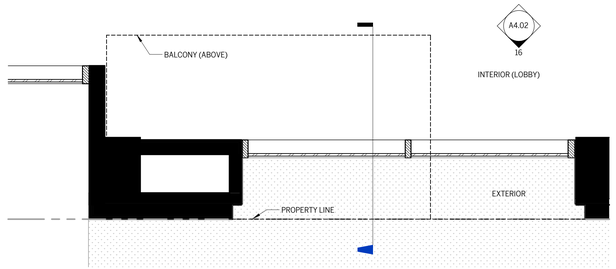


WALL SECTION 1 (MAIN ENTRY OVER W VALLEY PKWY) 2

SCALE: 1/2" = 1'-0"

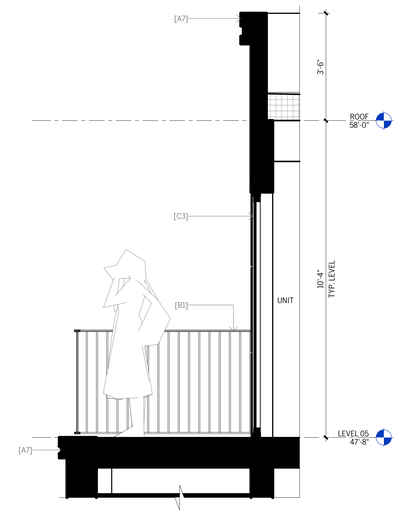


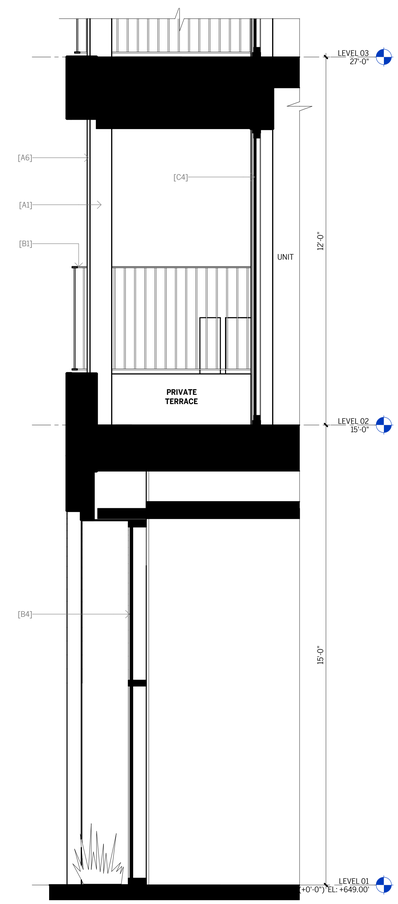




WALL SECTION 2 (ARCH OVER W VALLEY PKWY) 1

SCALE: 1/2" = 1'-0"





A1	Light cement plaster, sand finish
A2	Dark cement plaster, sand finish
A3	Light brown cement plaster on level 5, sand finish
A4	Accent color cement plaster, sand finish
A6	Light fluted cement plaster molding
A7	Cement plaster molding
A8	Public art wall feature
B1	Prefinished aluminum bar pickets railing in dark bronze color
B2	Aluminum screen in dark bronze color
B3	Custom formed aluminum overhang in dark bronze color
B4	Storefront with metal panel base and head, in dark bronze color
B5	Storefront with metal panel base and head, in green color
B6	Double-height aluminum panel arch and signage area in green color
B7	Rolling overhead aluminum garage door
B8	Aluminum screening for mechanical equipment
C1	Vinyl windows, 8'x4.5', in dark bronze color
C2	Vinyl windows, 8'x2', in dark bronze color
C3	Vinyl window and door in typ. Balconies, 8'x6', in dark bronze color
C4	Vinyl window and door in 2nd level. Balconies, 9'-8"x6', in dark bronze color
D1	Wood pergola attached to soffit
D2	Wood planks on balcony soffits
D3	Privacy wood slats on balcony
L1	Exterior lighting wall mounted, bega dual light emission ip 65

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WALL SECTIONS

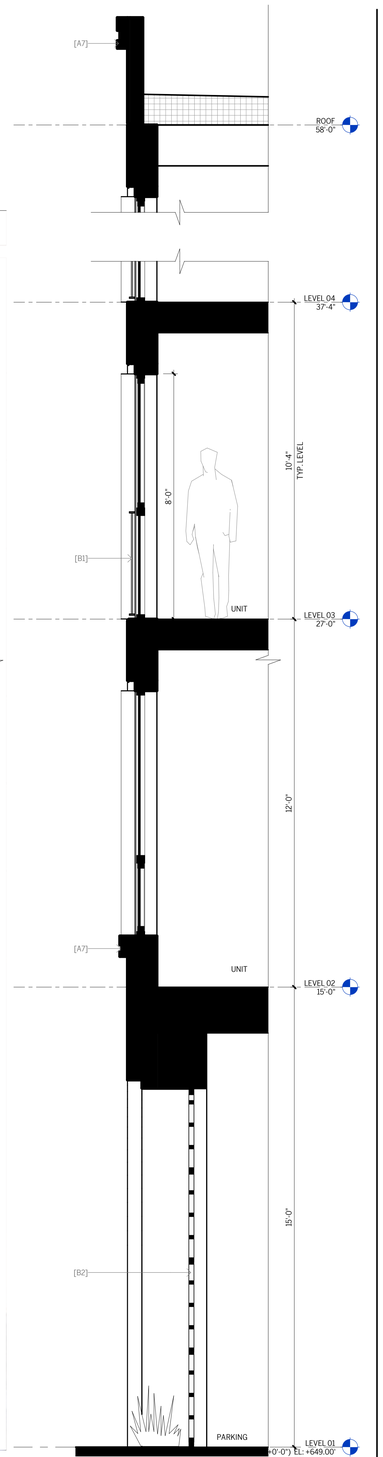
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DESIGN DEVELOPMENT

G2.5

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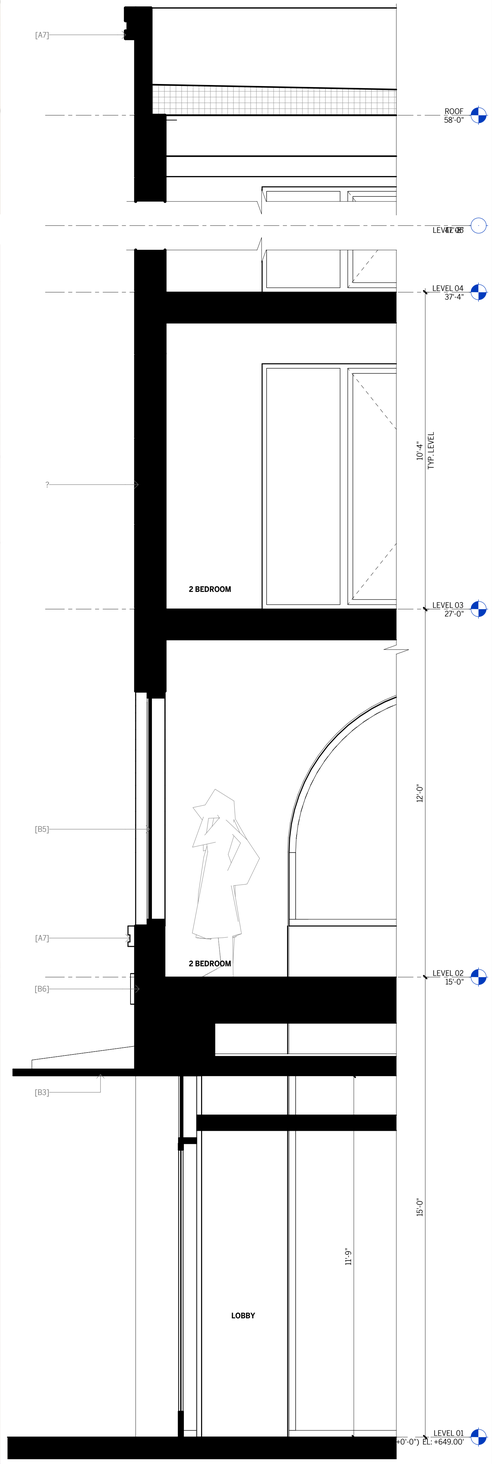
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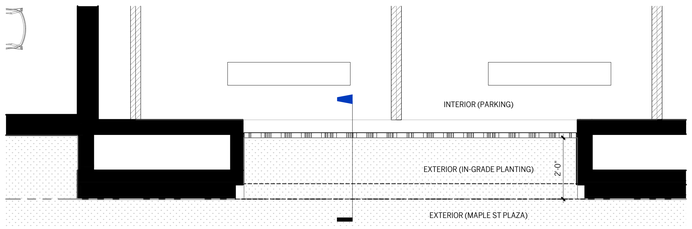






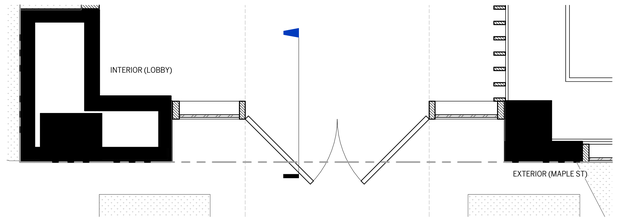






WALL SECTION 3 (ARCHWAY OVER MAPLE ST) 2

SCALE: 1/2" = 1'-0"



WALL SECTION 4 (MAIN ARCH ON ENTRY) 1

SCALE: 1/2" = 1'-0"

A1	Light cement plaster, sand finish
A2	Dark cement plaster, sand finish
A3	Light brown cement plaster on level 5, sand finish
A4	Accent color cement plaster, sand finish
A6	Light fluted cement plaster molding
A7	Cement plaster molding
A8	Public art wall feature
B1	Prefinished aluminum bar pickets railing in dark bronze color
B2	Aluminum screen in dark bronze color
B3	Custom formed aluminum overhang in dark bronze color
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C3	Vinyl window and door in tyg. Balconies, 8'x6', in dark bronze color
C4	Vinyl window and door in 2nd level. Balconies, 9'-8"x6', in dark bronze color
D1	Wood pergola attached to soffit
D2	Wood planks on balcony soffits
D3	Privacy wood slats on balcony
L1	Exterior lighting wall mounted, bega dual light emission ip 65

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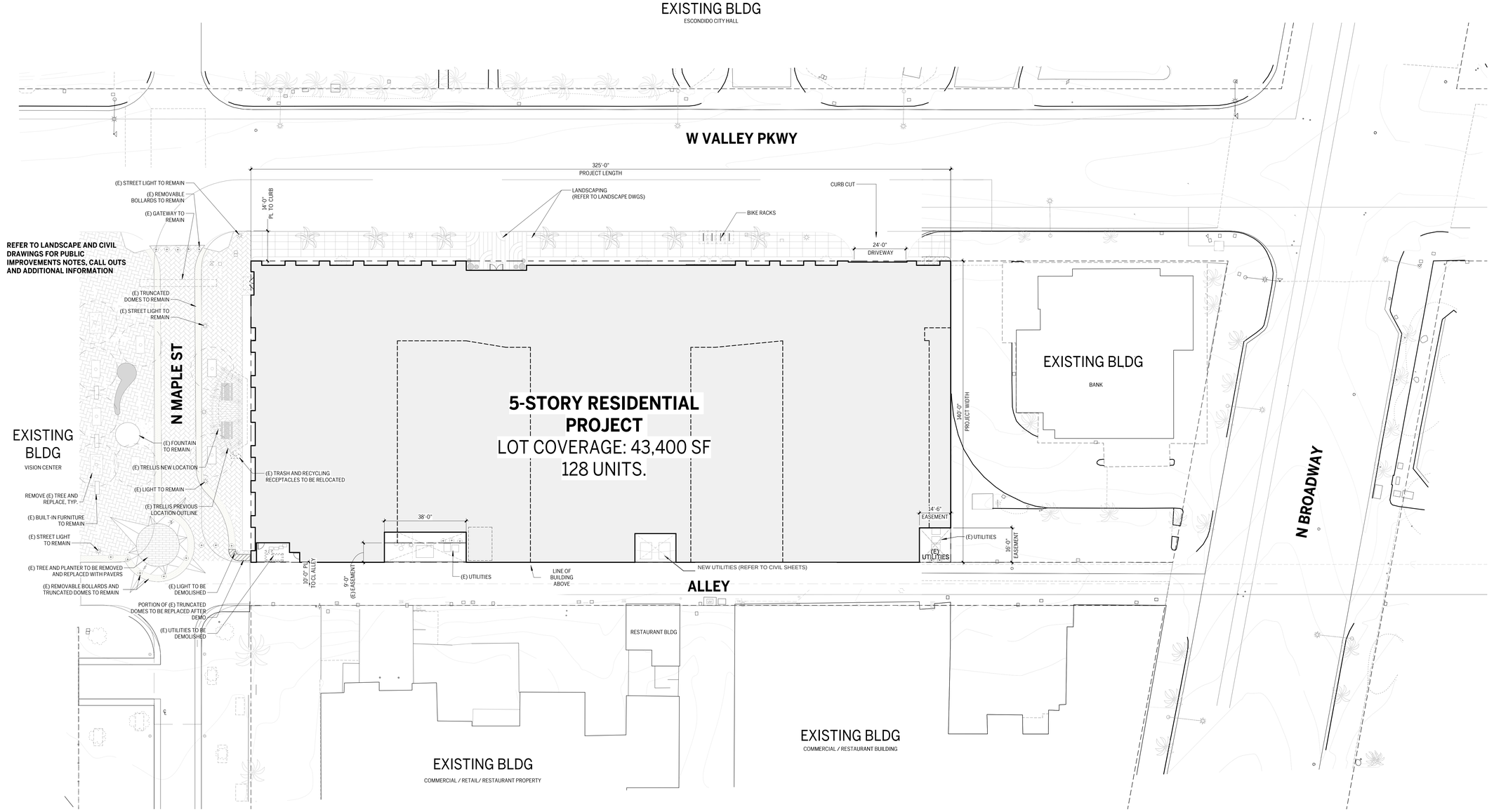
WALL SECTIONS

PROJECT #: 23036.000
DATE:
SCALE: 1/2" = 1'-0"
DESIGN DEVELOPMENT

G2.6

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PROPOSED SITE PLAN 1

SCALE: 1" = 20'-0"

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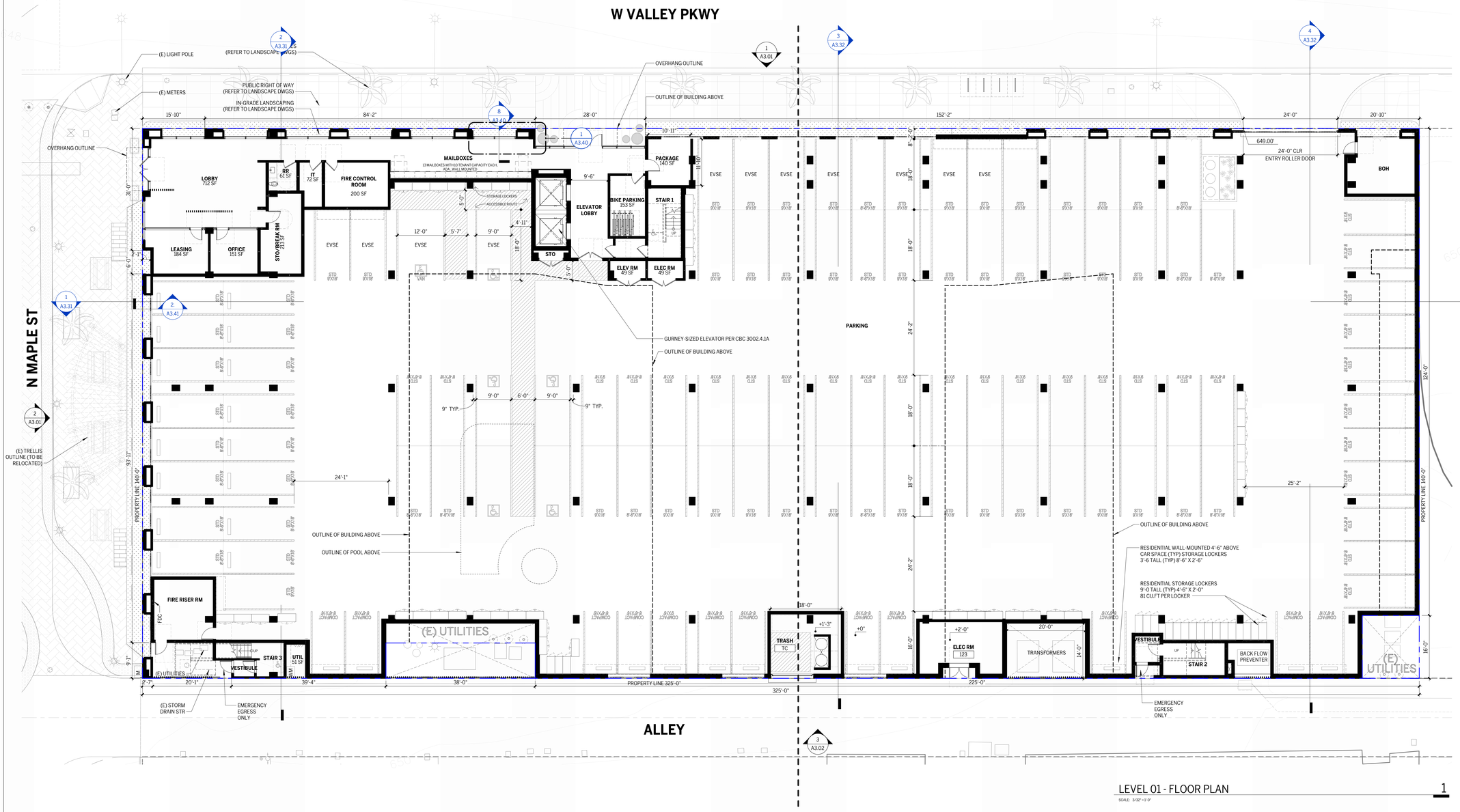
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PROPOSED SITE PLAN

PROJECT #: 23036.000
DATE: 09/20/25
SCALE: 1" = 20'-0"

ENTITLEMENT SET

A1.0



LEVEL 01 - FLOOR PLAN 1

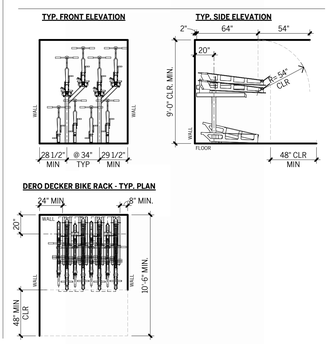
SCALE: 3/32" = 1'-0"

PLAN LEGEND

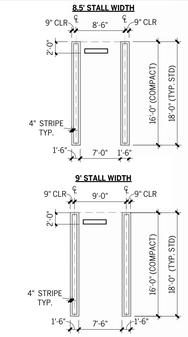
	NON-RATED WALL
	1-HR WALL
	2-HR WALL
	3-HR WALL
	4-HR WALL
	STRUCTURAL ELEMENT
101 DOOR TAG	XX KEYNOTE
WXXX WALL TAG	FX.XX FIXTURE TAG
W1 WINDOW TAG	3 REVISION TAG
S1 STOREFRONT TAG	F.E.C. FIRE EXTINGUISHER CABINET

NOTES:
1. WALL LEGEND GRAPHICALLY DEPICTS FIRE RATING IN HOURS, REFER TO WALL TAGS FOR EXACT ASSEMBLY AS SEVERAL WALL TYPES HAVE THE SAME HOUR RATING.
2. ALL EXTERIOR WALLS SHALL COMPLY WITH CBC TABLE 601 & 602 FOR THE FIRE-RESISTANT RATING REQUIREMENTS.
3. ALL OPENINGS SHALL COMPLY WITH CBC TABLE 716.1(2) & 716.1(3) FOR THE FIRE-RESISTANT RATING REQUIREMENTS.

BIKE RACK DETAIL



TYP. PARKING STALL STRIPING



PARKING COUNT

STALL TYPE	STALLS COUNT	STALLS TOTAL %	TANDEM STALLS TANDEM COUNT	TANDEM STALLS TANDEM %
Accessible - 9'-0" x 18'-0"	5	4%	0	0%
Accessible Van - 12'-0" x 18'-0"	1	1%	0	0%
Compact -8'-6" x 16'-0"	11	10%	0	0%
Compact - 9' x 16'-0"	1	1%	0	0%
Standard -8'-6" x 18'-0"	43	38%	10	9%
Standard - 9'-0" x 18'-0"	52	46%	11	10%
TOTAL PROVIDED SPACES: 113	113	100%	21	18%

EV PARKING CATEGORY	RATIO (COUNTED FOR NON-TANDEM STALLS)	REQUIRED	PROVIDED
EV READY	40% PER CALGREEN 4.106.4.2.2 (EV RECEPTACLES)	46	47
EVSE	10% PER CALGREEN 4.106.4.2.2 (EV CHARGERS)	11	11
NON-EV STALLS	N/A	N/A	55
Grand total: 113			113

PER 11B-228.3.1.1 ACCESSIBLE VAN EVCS STALL AND 1 ACCESSIBLE STANDARD EVCS STALL ARE REQUIRED BASED ON TOTAL NUMBER OF EVCS AT FACILITY (5 TO 25 RANGE) . THIS STALLS SHALL HAVE AN ACCESS AISLE OF MIN. 60" AND CLEAR FLOOR SPACE ON AN ACCESSIBLE ROUTE, PER 11B-812.9

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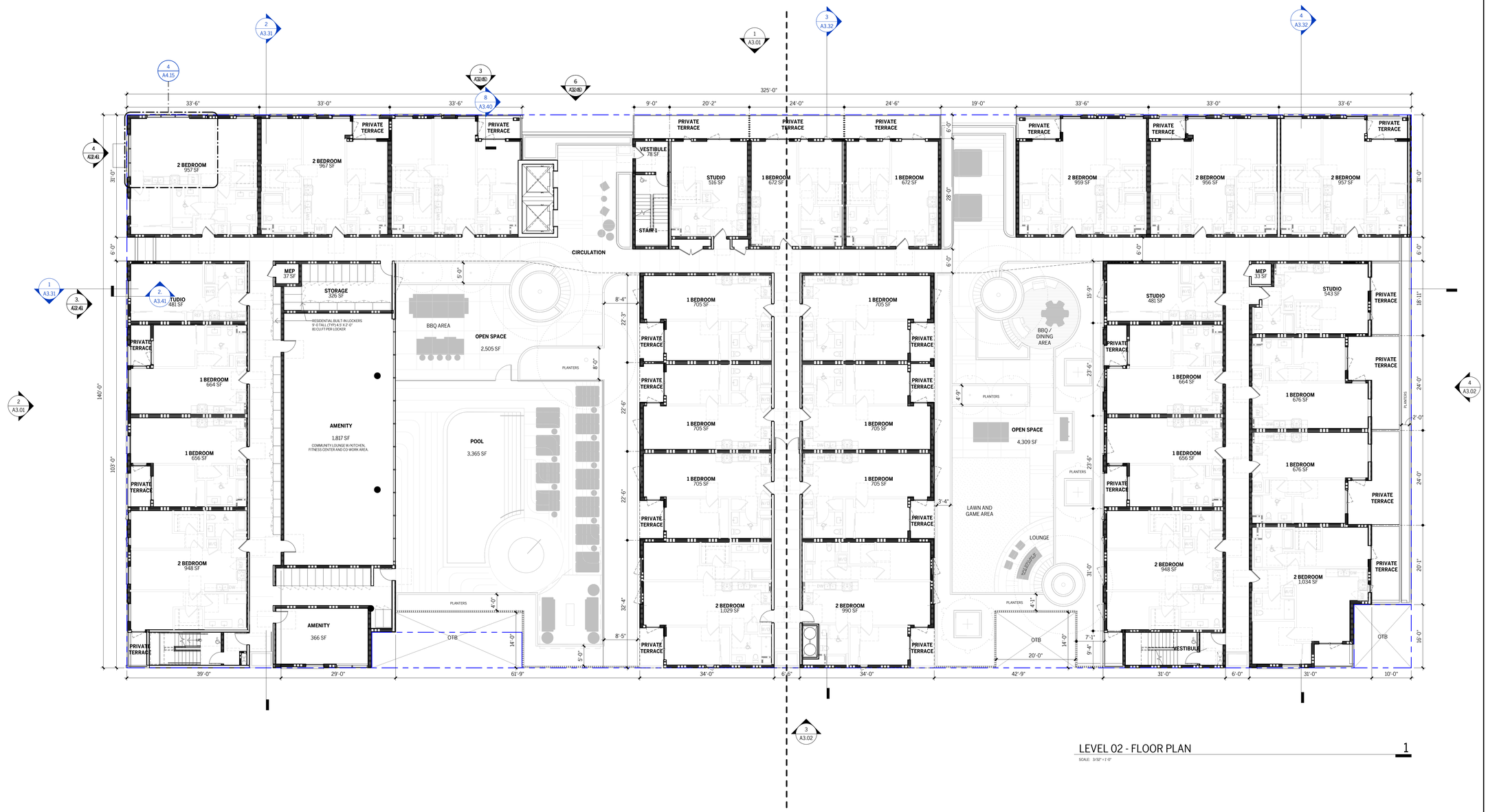
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LEVEL 1

PROJECT #: 23036.000
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SCALE: As indicated
DESIGN DEVELOPMENT

A2.1

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LEVEL 02 - FLOOR PLAN

SCALE: 3/32" = 1'-0"

1

PLAN LEGEND

- NON-RATED WALL
- 1-HR WALL
- 2-HR WALL
- 3-HR WALL
- 4-HR WALL
- STRUCTURAL ELEMENT
- 101 DOOR TAG
- WXXX WALL TAG
- W1 WINDOW TAG
- S1 STOREFRONT TAG
- XX KEYNOTE
- FX.XX FIXTURE TAG
- 3 REVISION TAG
- F.E.C. FIRE EXTINGUISHER CABINET

NOTES:

1. WALL LEGEND GRAPHICALLY DEPICTS FIRE RATING IN HOURS, REFER TO WALL TAGS FOR EXACT ASSEMBLY AS SEVERAL WALL TYPES HAVE THE SAME HOUR RATING.
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3. ALL OPENINGS SHALL COMPLY WITH CBC TABLE 716.1(2) & 716.1(3) FOR THE FIRE-RESISTANT RATING REQUIREMENTS.

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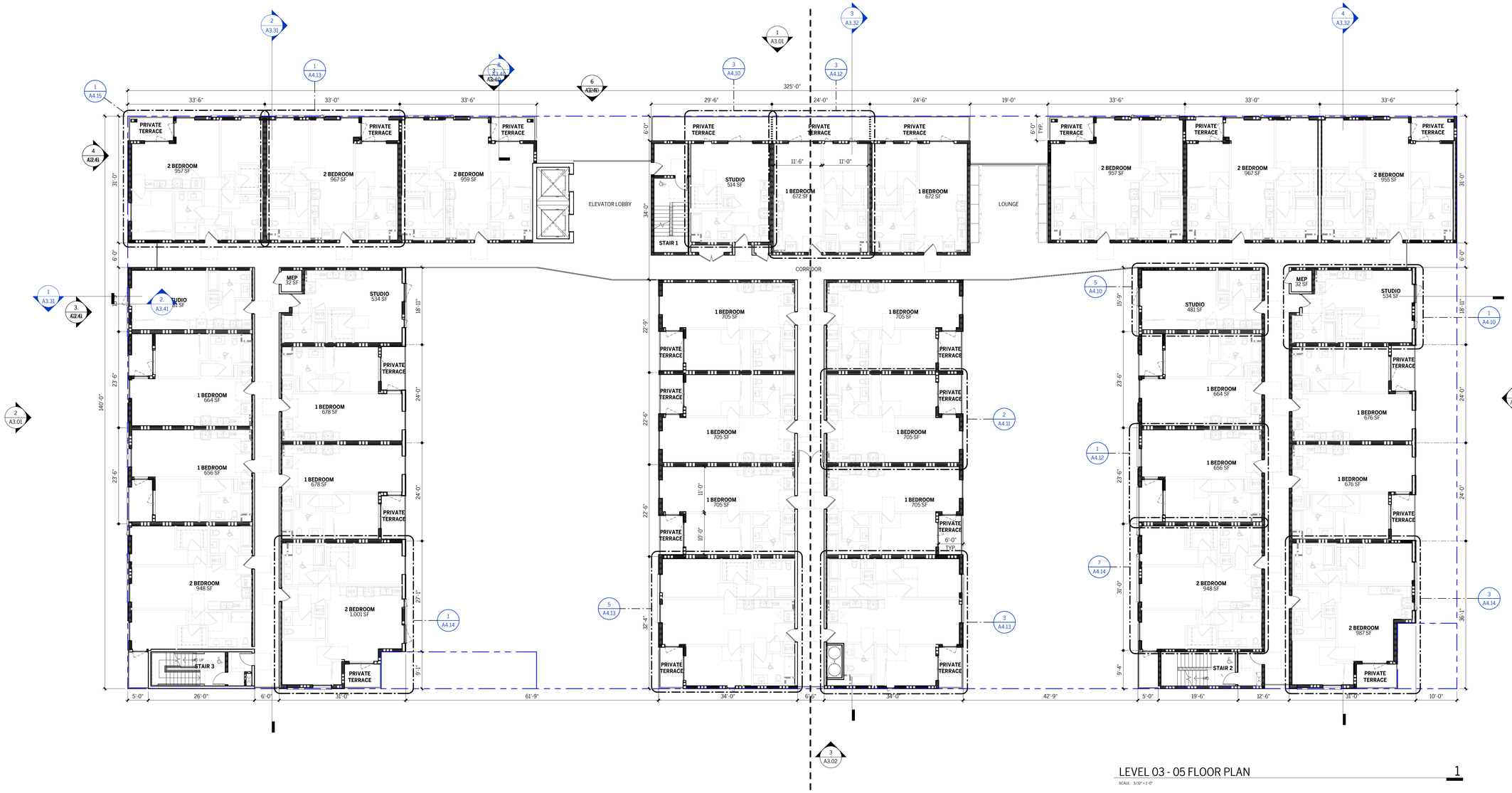
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LEVEL 2

PROJECT #: 23036.000
DATE:
SCALE: 3/32" = 1'-0"
DESIGN DEVELOPMENT

A2.2



LEVEL 03 - 05 FLOOR PLAN 1

SCALE: 3/32" = 1'-0"

PLAN LEGEND

- NON-RATED WALL
- 1-HR WALL
- 2-HR WALL
- 3-HR WALL
- 4-HR WALL
- STRUCTURAL ELEMENT
- 101 DOOR TAG
- WXXX WALL TAG
- W1 WINDOW TAG
- S1 STOREFRONT TAG
- XX KEYNOTE
- FX.XX FIXTURE TAG
- 3 REVISION TAG
- F.E.C. FIRE EXTINGUISHER CABINET

NOTES:
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2. ALL EXTERIOR WALLS SHALL COMPLY WITH CBC TABLE 601 & 602 FOR THE FIRE-RESISTANT RATING REQUIREMENTS.
3. ALL OPENINGS SHALL COMPLY WITH CBC TABLE 716.1(2) & 716.1(3) FOR THE FIRE-RESISTANT RATING REQUIREMENTS.

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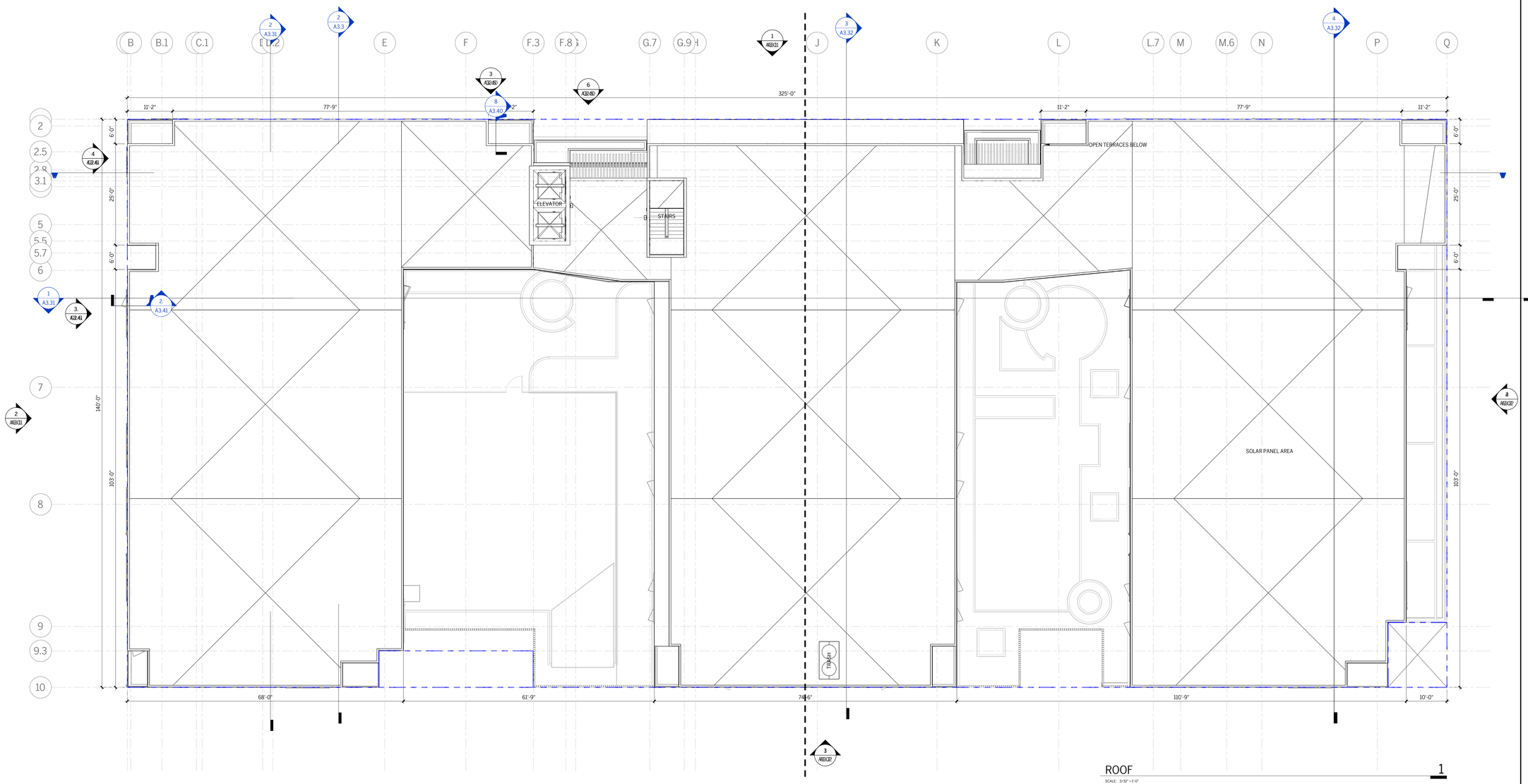
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LEVEL 3-5 TYPICAL

PROJECT #: 23036.000
DATE:
SCALE: 3/32" = 1'-0"
DESIGN DEVELOPMENT

A2.3



ROOF

SCALE: 3/32" = 1'-0"

1

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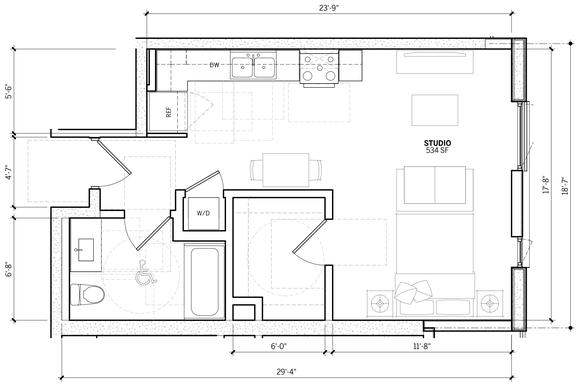
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ROOF PLAN

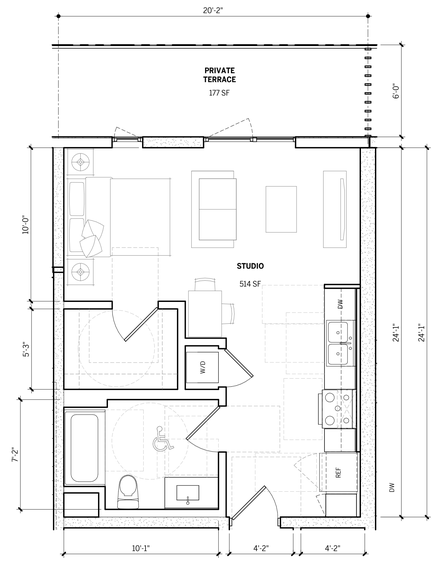
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DESIGN DEVELOPMENT

A2.6



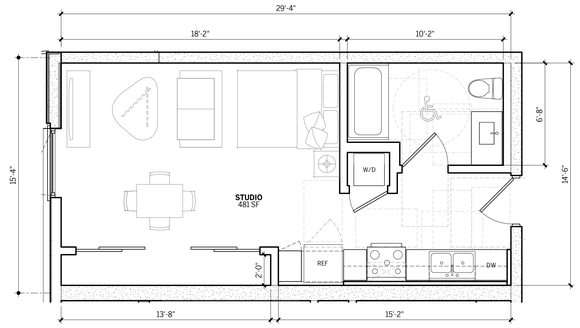
STUDIO S.1 ENLARGED PLAN 1

SCALE: 1/4" = 1'-0"



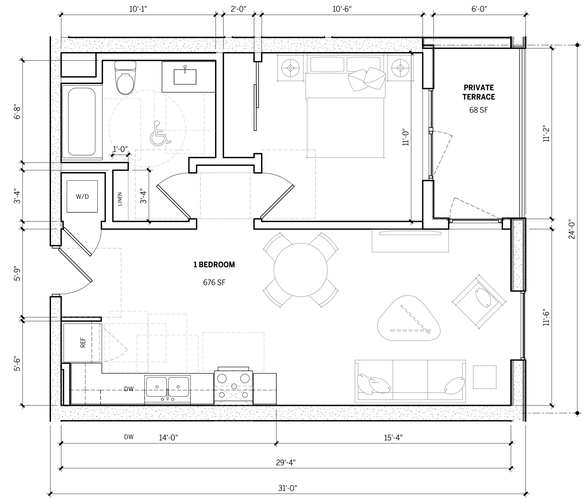
STUDIO S.2 ENLARGED PLAN 2

SCALE: 1/4" = 1'-0"



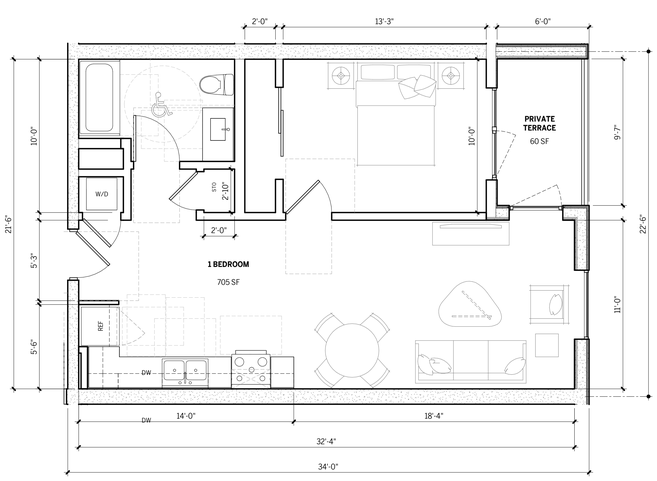
STUDIO S.3 ENLARGED PLAN 3

SCALE: 1/4" = 1'-0"



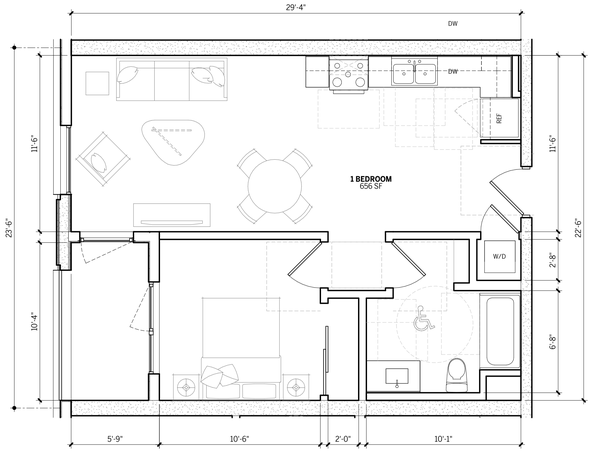
A.1 (1BD) ENLARGED PLAN 4

SCALE: 1/4" = 1'-0"



A.2 (1BD) ENLARGED PLAN 5

SCALE: 1/4" = 1'-0"



A.3 (1BD) ENLARGED PLAN 6

SCALE: 1/4" = 1'-0"

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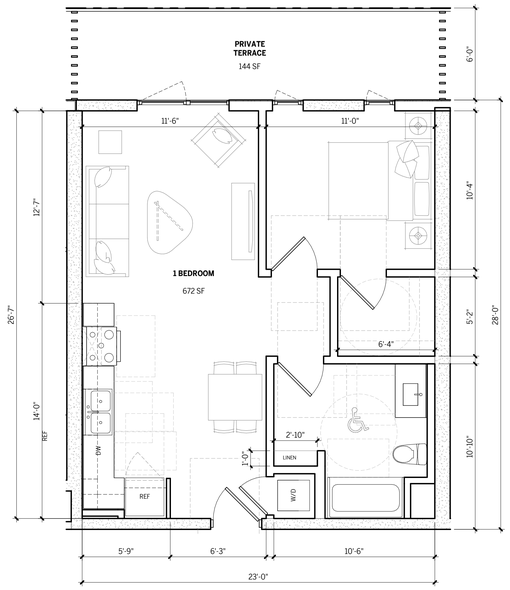
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TYPICAL UNITS

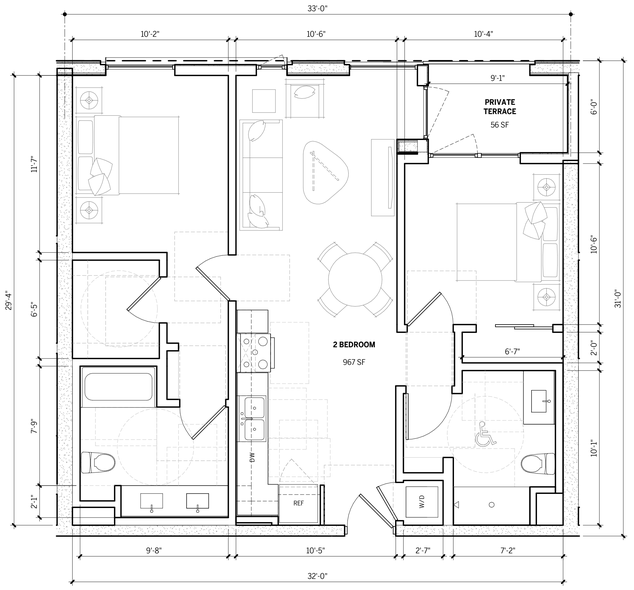
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DESIGN DEVELOPMENT

A2.10E



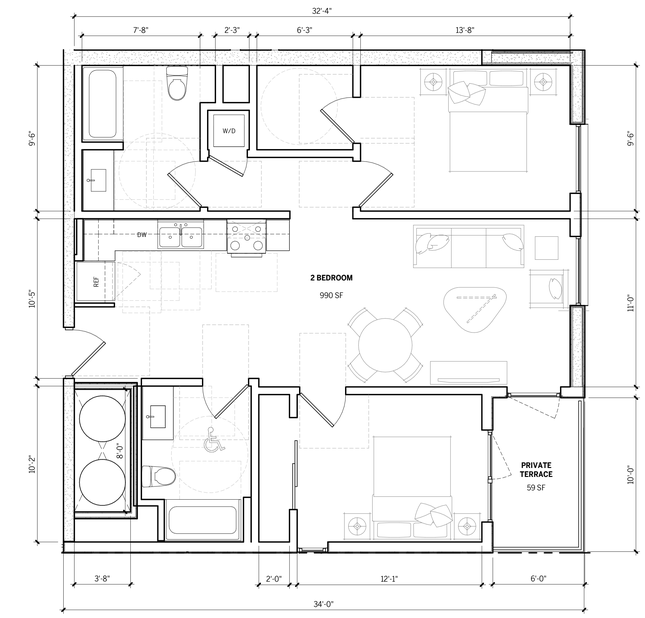
A.4 (1BD) ENLARGED PLAN 4

SCALE: 1/4" = 1'-0"



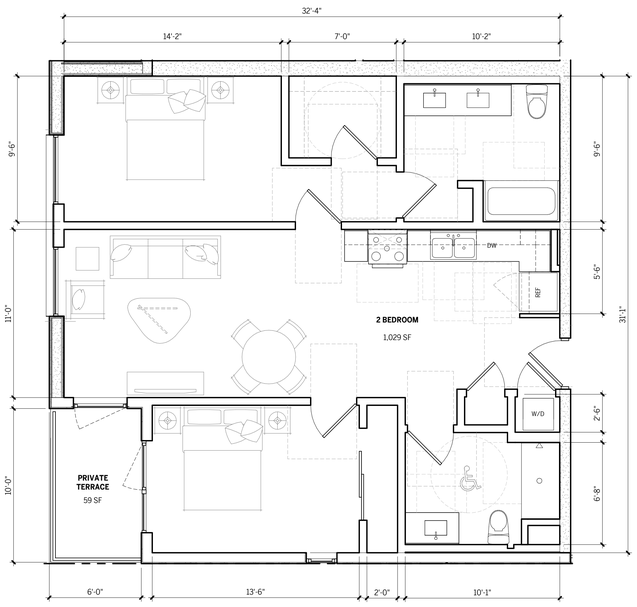
B.1 (2BD) ENLARGED PLAN 1

SCALE: 1/4" = 1'-0"



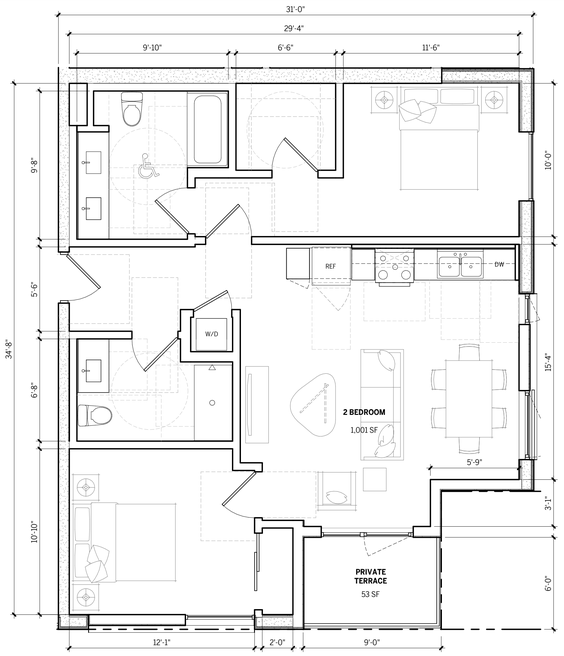
B.2 (2BD) ENLARGED PLAN 2

SCALE: 1/4" = 1'-0"



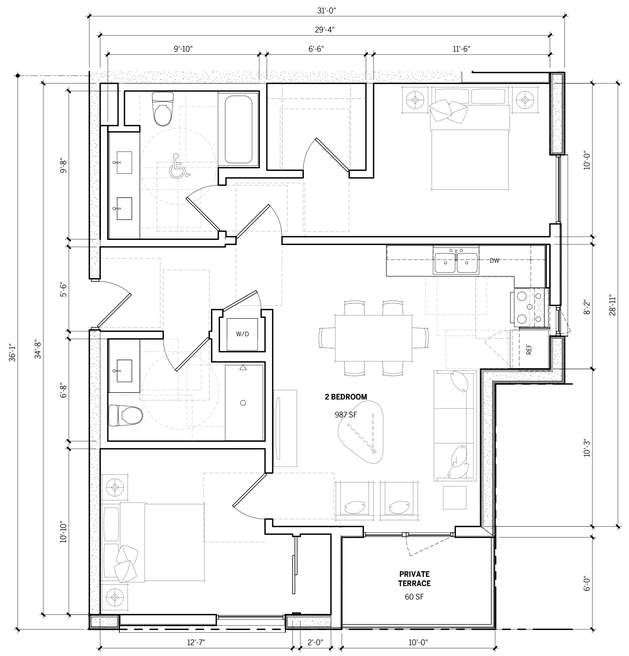
B.3 (2BD) ENLARGED PLAN 3

SCALE: 1/4" = 1'-0"



B.4 (2BD) ENLARGED PLAN 5

SCALE: 1/4" = 1'-0"



B.5 (2BD) ENLARGED PLAN 6

SCALE: 1/4" = 1'-0"

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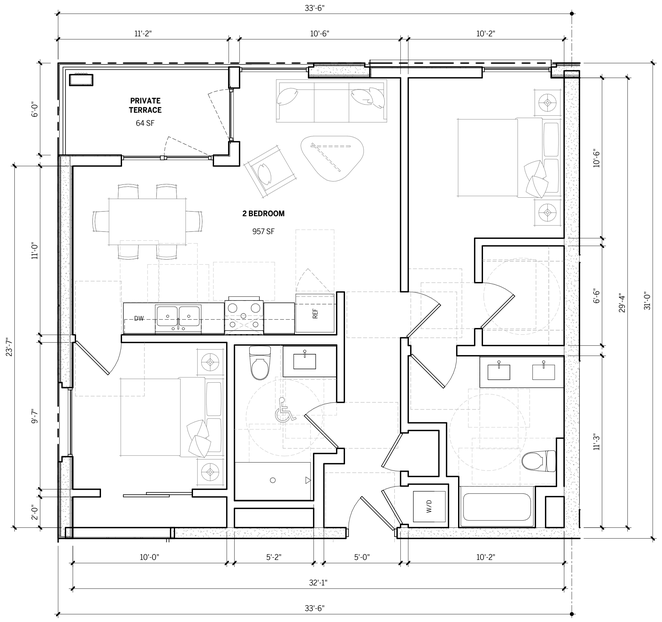
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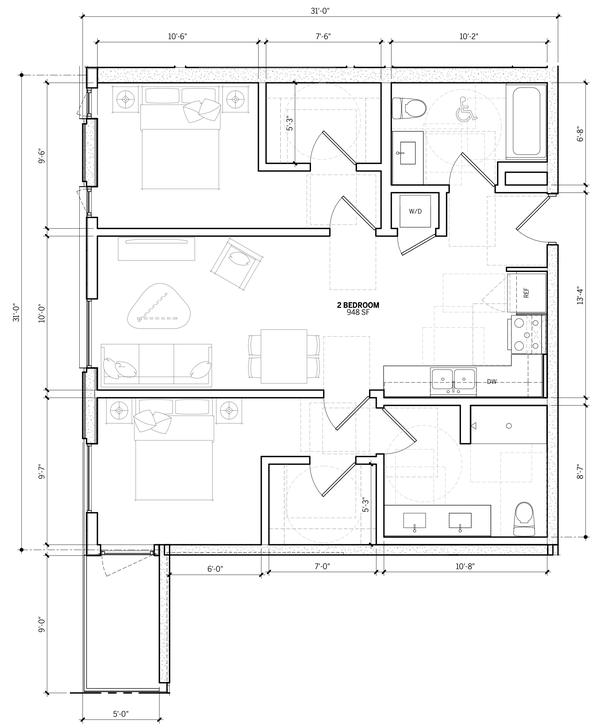
PROJECT #: 23036.000
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DESIGN DEVELOPMENT

A2.11E



B.6 (2BD) ENLARGED PLAN 1

SCALE: 1/4" = 1'-0"



B.7 (2BD) ENLARGED PLAN 2

SCALE: 1/4" = 1'-0"

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TYPICAL UNITS

PROJECT #: 23036.000
DATE:
SCALE: 1/4" = 1'-0"

DESIGN DEVELOPMENT

A2.12E



NORTH ELEVATION (W VALLEY PKWY) 1

SCALE: 3/32" = 1'-0"



WEST ELEVATION (MAPLE ST) 2

SCALE: 3/32" = 1'-0"

A1	Light cement plaster, sand finish
A2	Dark cement plaster, sand finish
A3	Light brown cement plaster on level 5, sand finish
A4	Accent color cement plaster, sand finish
A6	Light fluted cement plaster molding
A7	Cement plaster molding
A8	Public art wall feature
B1	Prefinished aluminum bar pickets railing in dark bronze color
B2	Aluminum screen in dark bronze color
B3	Custom formed aluminum overhang in dark bronze color
B4	Storefront with metal panel base and head, in dark bronze color
B5	Storefront with metal panel base and head, in green color
B6	Double-height aluminum panel arch and signage area in green color
B7	Rolling overhead aluminum garage door
B8	Aluminum screening for mechanical equipment
C1	Vinyl windows, 8'x4.5', in dark bronze color
C2	Vinyl windows, 8'x2', in dark bronze color
C3	Vinyl window and door in typ. Balconies, 8'x6', in dark bronze color
C4	Vinyl window and door in 2nd level. Balconies, 9'-8"x6', in dark bronze color
D1	Wood pergola attached to soffit
D2	Wood planks on balcony soffits
D3	Privacy wood slats on balcony
L1	Exterior lighting wall mounted, bega dual light emission ip 65

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ELEVATIONS

PROJECT #: 23036.000
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DESIGN DEVELOPMENT

A3.1

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EXTERIOR WALL OPENINGS PER 705.8: 10'-0" FROM PROPERTY LINE TO ALLEY CL (UP,S) 45% MAX. ALLOWED.

FACADE SF (L2-ROOF)	RATIO	MAX. ALLOWED	PROPOSED
9,800 SF	45% MAX. OPENINGS	4,410 SF	2,070 SF

SOUTH ELEVATION (ALLEY) 1

SCALE: 3/32" = 1'-0"



EXTERIOR WALL OPENINGS PER 705.8: 10'-0" FROM PL TO BUILDING FACE (UP,S) 45% MAX. ALLOWED.

FACADE SF (L2-ROOF)	RATIO	MAX. ALLOWED	PROPOSED
4,170 SF	45% MAX. OPENINGS	1,876.5 SF	1,350 SF

EAST ELEVATION 2

SCALE: 3/32" = 1'-0"

A1	Light cement plaster, sand finish
A2	Dark cement plaster, sand finish
A3	Light brown cement plaster on level 5, sand finish
A4	Accent color cement plaster, sand finish
A6	Light fluted cement plaster molding
A7	Cement plaster molding
A8	Public art wall feature
B1	Prefinished aluminum bar pickets railing in dark bronze color
B2	Aluminum screen in dark bronze color
B3	Custom formed aluminum overhang in dark bronze color
B4	Storefront with metal panel base and head, in dark bronze color
B5	Storefront with metal panel base and head, in green color
B6	Double-height aluminum panel arch and signage area in green color
B7	Rolling overhead aluminum garage door
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C4	Vinyl window and door in 2nd level. Balconies, 9'-8"x6', in dark bronze color
D1	Wood pergola attached to soffit
D2	Wood planks on balcony soffits
D3	Privacy wood slats on balcony
L1	Exterior lighting wall mounted, bega dual light emission ip 65

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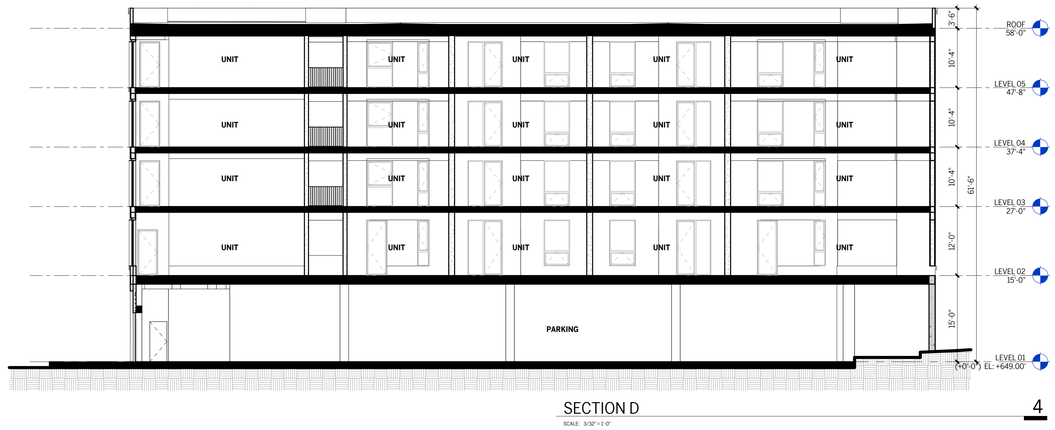
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ELEVATIONS

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DESIGN DEVELOPMENT

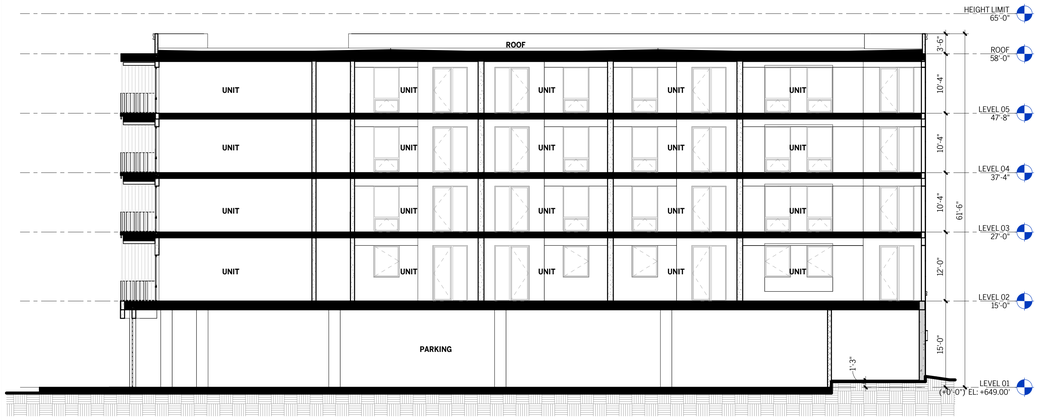
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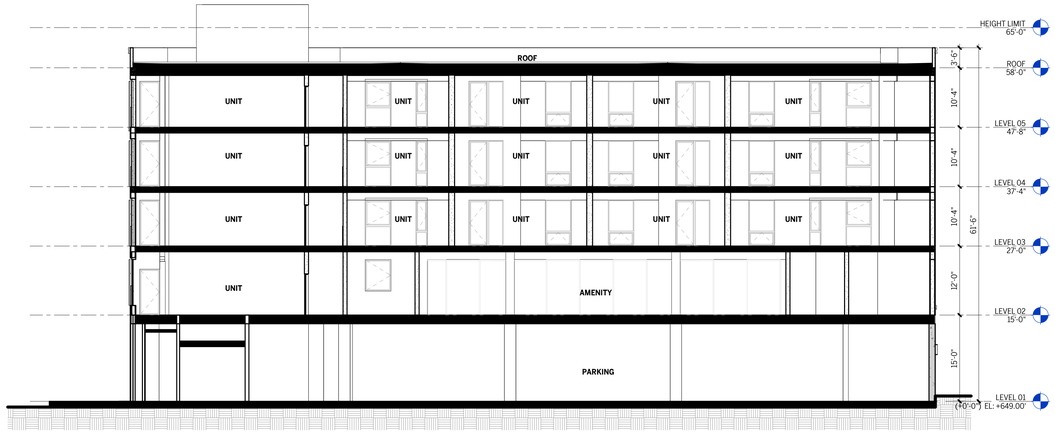
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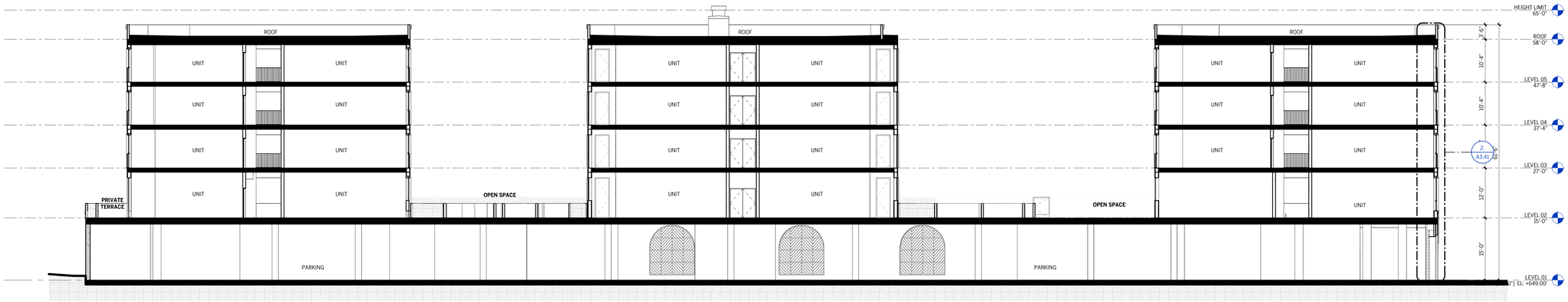
SECTION C 3

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SECTION B 2

SCALE: 3/32" = 1'-0"



SECTION A 1

SCALE: 3/32" = 1'-0"

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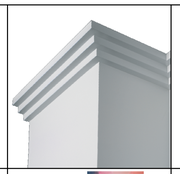
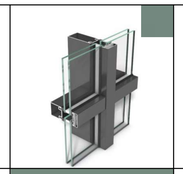
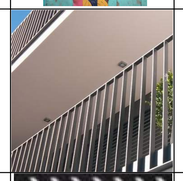
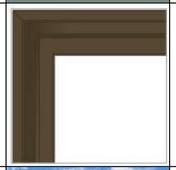
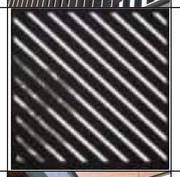
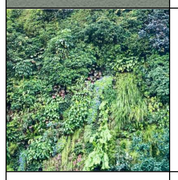
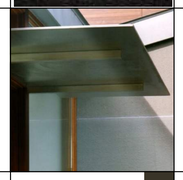
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SECTIONS

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DESIGN DEVELOPMENT

A3.3



	A1. LIGHT CEMENT PLASTER, SAND FINISH		A7. CEMENT PLASTER MOLDING		B5. STOREFRONT WITH METAL PANEL BASE AND HEAD, IN GREEN COLOR
	A2. DARK CEMENT PLASTER, SAND FINISH		A8. PUBLIC ART WALL FEATURE		B6. DOUBLE-HEIGHT ALUMINUM PANEL ARCH AND SIGNAGE AREA IN GREEN COLOR
	A3. LIGHT BROWN CEMENT PLASTER, SAND FINISH		B1. PREFINISHED ALUMINUM BAR PICKETS RAILING IN DARK BRONZE		C0. VINYL WINDOWS AND DOORS IN VARIOUS SIZES, DARK BRONZE COLOR
	A4. GREEN CEMENT PLASTER, SAND FINISH		B2. ALUMINUM SCREEN IN DARK BRONZE COLOR		D1. WOOD PERGOLA
	A5. GREEN WALL OVER ACCENT GREEN COLOR		B3. CUSTOM FORMED ALUMINUM OVERHANG IN DARK BRONZE COLOR		D2. WOOD SLATS ATTACHED TO BALCONY SOFFIT
	A6. FLUTED CEMENT PLASTER FINISH IN LIGHT COLOR		B4. STOREFRONT WITH METAL PANEL BASE AND HEAD, IN DARK BRONZE COLOR		D3. PRIVACY WOOD SLATS ON BALCONY

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STATE OF CALIFORNIA

KINGSBARN ESCONDIDO

137 WEST VALLEY PARKWAY
ESCONDIDO, CA 92025

REV	DATE	ISSUE
5	09/10/25	Entitlement Set
4	4/30/25	Entitlement Set
3	11/27/24	Plan Review comments
2	9/04/24	Plan Review comments
1	04/01/24	Entitlement Set

MATERIAL BOARD

PROJECT #: 23036.000
DATE:
SCALE: 1/8" = 1'-0"

DESIGN DEVELOPMENT

A3.4

Exhibit "B-2"

Landscape and Civil Plan Set

The Landscape and Civil Plans are copy-right protected. Please contact the case planner at 760-839-4529 or via email at ivan.flores@escondido.gov for further information.

Exhibit "C"

Specific Plan Amendments

Figure II-4 of the Downtown Specific Plan: Repeal and replace the existing graphic to permit ground-floor residential uses subject to a Planned Development Permit on the subject property.

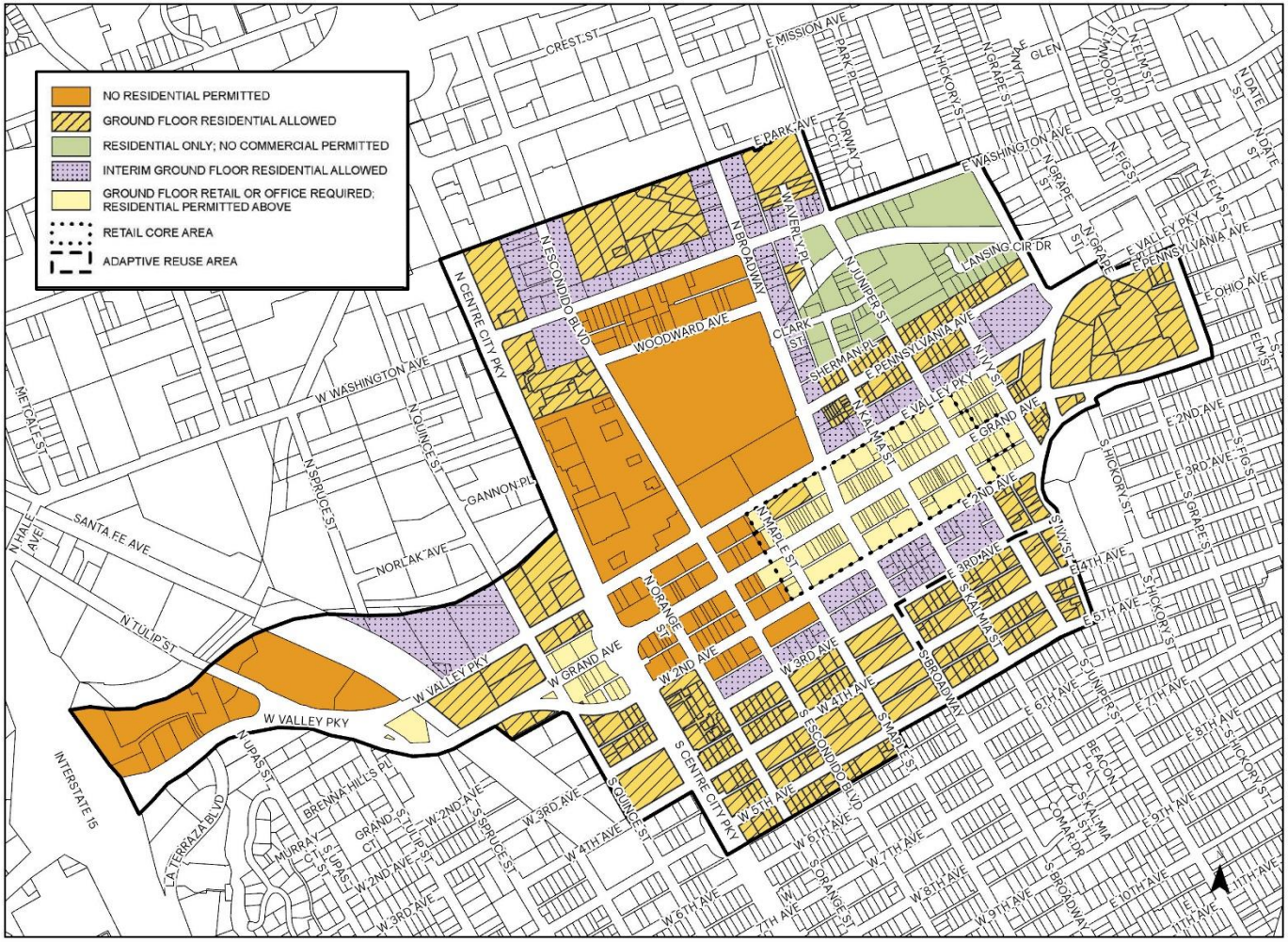


Figure III-6 of the Downtown Specific Plan: Repeal and replace the existing graphic to establish a height overlay on the subject property.

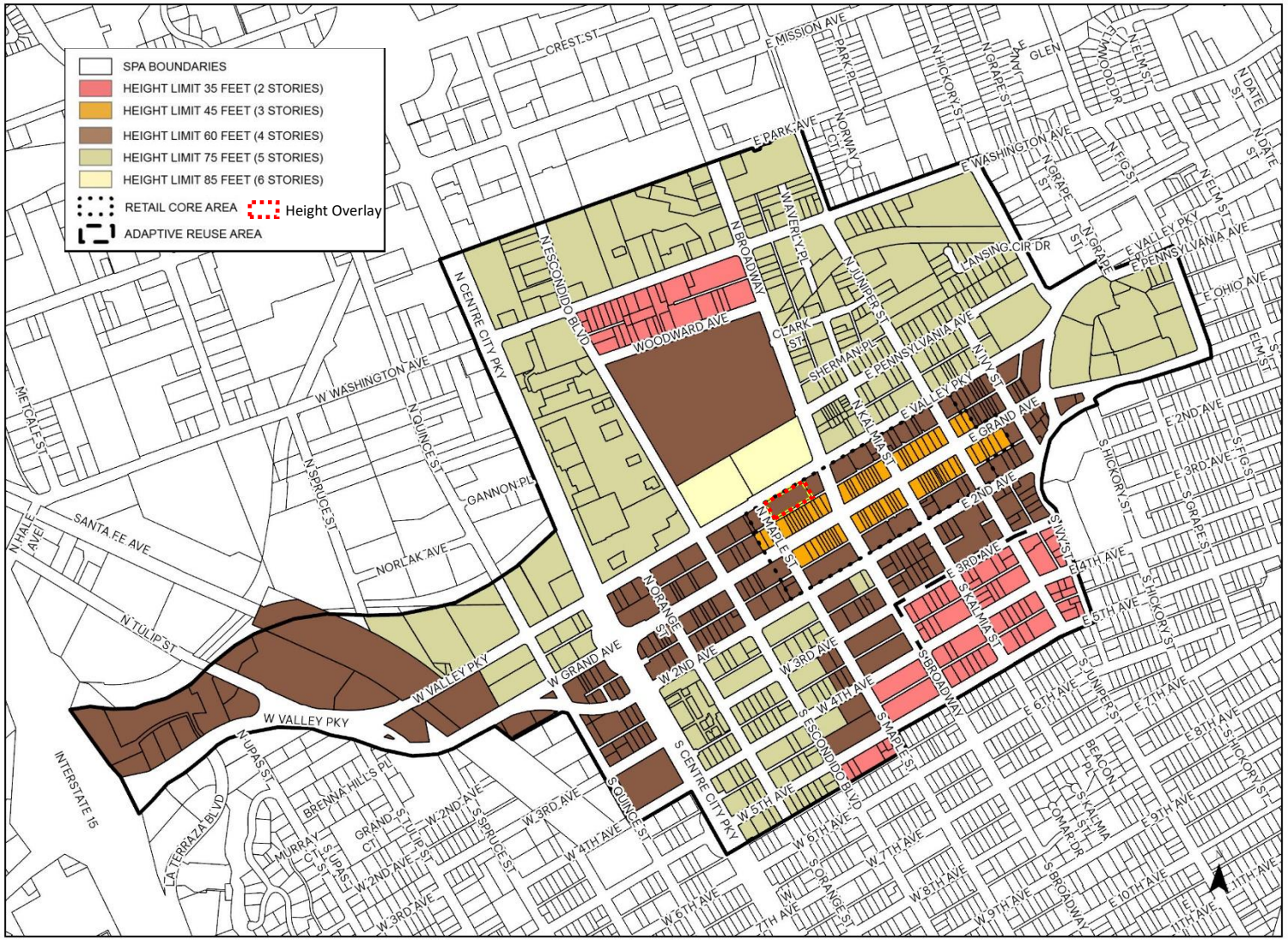


Figure III-4 of the Downtown Specific Plan: Repeal and replace the existing graphic to remove municipal parking Lot 1 as a municipal parking lot.



Figure III-5 of the Downtown Specific Plan: Repeal and replace existing table to include rheight limit overlay allowance in the development standards, and include language describing the height limit overlay.

	HD	PV	CCU	GT	M	SG	CN
Maximum Building Height and Stories* **REFER TO FIGURE III-6**	45' (up to 3 stories) along Grand Avenue in Retail Core Area 75' (up to 5 stories) east of Valley Boulevard, and north of E. Valley Parkway. 60' (up to 4 stories) in all other locations. (see Figure III-6)	35' (up to 2 stories) between Washington and Woodward Ave 75' (up to 5 stories) east side of Broadway85' (up to 6 stories) within Grape Day Park, Civic & Cultural areas with Planned Development approval (see Figure III-6)	75' (up to 5 stories) (see Figure III-6)	60' (up to 4 stories) west of NCDT Rail line; elsewhere up to 75' (up to 5 stories) (see Figure III-6)	75' (up to 5 stories) north of Grand Avenue, 60' (up to 4 stories) south of Grand Avenue (see Figure III-6)	75' (up to 5 stories) between CCP and Maple Street. 60' (up to 4 stories) between Maple Street and Broadway Historic Adaptive Reuse: 35' (up to 2 stories) (see Figure III-6)	75' (up to 5 stories) (see Figure III-6)
Min. Lot Frontage	None	50'	50'	50'	50'	50'	50'
Front Setback	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (20'-24' for garages) Adaptive Reuse Area: 15' for buildings 20' for garages (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Garage entrance: 20') (Surface Parking and Signs: 5' from property line)
Interior Side Setback	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5') (Adaptive Reuse Area: 5')	Pennsylvania Ave.: 0' Elsewhere: 5' + 5' for each story over 2 (Surface Parking and Signs: 5')

	HD	PV	CCU	GT	M	SG	CN
Street Side Setback	At right of way or 14' from ultimate street curb face, whichever is greater 10' Maximum (Surface Parking and Signs: 5')	10' (Surface Parking and Signs: 5')	10' (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Adaptive Reuse: 10') (Surface Parking and Signs: 5')	10' Garage entrance: 20' (Surface Parking and Signs: 5')
Rear Setback	None (Surface Parking and Signs:5')	None (10' if next to public street) (Surface Parking and Signs:5')	5' (10' if next to public street) (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None Parking perpendicular to alley: 24' from alley's farthest side (Surface Parking and Signs: 5')	None (Adaptive Reuse Area: 10') Parking perpendicular to alley: 24' from alley's farthest side (Surface Parking and Signs: 5')	10' + 5' for each story over 2 (Surface Parking and Signs: 5')
Min. Lot Size	None	None	None	None	None	None	None
Max. Bldg. Cov.	None	None	None	None	None	None	None

*Except as described in the Height Limit Overlay Area.

Parcels created prior to the adoption of this Plan shall not be denied a building permit for reasons of nonconformance with the frontage requirements of this section.

Increased Height Limit Overlay Area: Properties within the Height Overlay Area as shown on Figure III-6, shall be permitted to build up to 65' and a maximum of 5 stories.

Adjustments to the site development regulations may be approved or conditionally approved by the Director of Community Development if it is demonstrated that the proposed adjustment(s) would be compatible with, and not prove detrimental to, adjacent property or improvements:

a. Adjustments to setback requirements up to 25% or four feet (whichever is less).

b. Required landscaping may be permitted in the public right-of-way if a minimum six-foot clear sidewalk is maintained, Americans with Disabilities Act (ADA) requirements are met, and an encroachment permit is obtained from the City. This provision shall apply only if there is no encroachment on the existing right-of-way by a future street improvement that would render the landscaping feature(s) to become non-conforming.

Districts:

HD = *Historic Downtown*	M = *Mercado*	GT = *Gateway Transit*	CN = *Creekside Neighborhood*
CCU = *Centre City Urban*	PV = *Park View*	SG = *Southern Gateway*	

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: 229-421-26

Recording Fees Exempt Per Government Code Section 27383

DEVELOPMENT AGREEMENT
for the Maple

between

CITY OF ESCONDIDO

and

TOUCHSTONE MF FUND I, LLC

_____, 2023

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the CITY OF ESCONDIDO, a California municipal corporation ("City"), and Touchstone MF Fund I, LLC a Delaware limited liability company ("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, promises, terms, conditions set forth herein, and the mutual benefits derived therefrom, the Parties agree as follows:

ARTICLE I

Definitions

1. **"Amendment"** shall mean to any written amendment to this Agreement approved by the City Council as provided in Article II, Section 3.

2. **"Annual Review"** shall mean to the Owner's demonstration of compliance with the terms of this Agreement every 12 months.

3. **"Assignee"** shall mean to an assignee of this Agreement in accordance with Article II, Section 2 and approved by the City in writing.

4. **"CEQA"** shall mean to the California Environmental Quality Act, California Public Resources Code §§ 21000 et seq. and CEQA Guidelines Title 14 of the California Code of Regulations, Section 15000 et seq.

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5. **"City"** shall mean the City of Escondido, its City Council, its mayors and council members, past and present, and employees and agents.

6. **"Cure Period"** shall mean the period of time in which a default may be cured, which will be 30 days.

7. **"Development Fees"** shall mean the development related fees as provided in the City's Fee Guide for Development Projects Revised February 6, 2017, attached as Exhibit C.

8. **"Director"** shall mean the Director of Development Services.

9. **Effective Date.** Shall mean effective date of the Agreement which shall be the later of: (i) the date is thirty (30) days after the City Council's adoption of an ordinance approving this agreement; or (ii) the date that Owner, or its successors or assigns, becomes the owner of the Property in fees simple

10. **"Entitlements"** shall mean all approvals and permits necessary or incidental to the development of the Project or any portion thereof, whether discretionary or ministerial, including but not limited to, specific plans, 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.

11. **"Exaction"** shall mean any fee, tax, requirement, condition, dedication, restriction, or limitation imposed by the City upon the development of the Property at any time in accordance with the Existing Laws.

12. **"Existing Laws"** shall mean the ordinances, resolutions, codes, rules, regulations, general plan, stormwater regulations and official policies of the City and the State of California 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

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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.

13. **"Future Exaction"** shall mean Exactions imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise.

14. **"Future Laws"** shall mean all ordinances, resolutions, codes, rules, regulations, and official policies implemented by the City after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise. Future Laws includes changes to the Existing Laws.

15. **"General Fees"** shall mean 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.

16. **"General Plan"** shall mean to the City's General Plan in effect on the Effective Date.

17. "**Minor Modifications**" shall mean 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.

18. "**Modification**" shall mean a modification approved by the City Council as provided in Article VI, Section 5.

19. **"Operating Memorandum"** shall mean addenda to this Agreement to document changes or adjustments in the performance of this Agreement as specified in Article III, Section 7.

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20. "**Owner**" refers to Touchstone MF Fund I, LLC a California limited liability company, which has legal or equitable interest in the Property which is the subject of this Agreement.

21. **"Party"** may refer to City or Owner individually or collectively as Parties.

22. **"Project"** shall mean and refer to all improvements described in the Entitlements and this Agreement.

23. **"Property"** shall mean the certain real property located in the County of San Diego, State of California as described in Exhibit A.

24. **"Public Benefits"** shall mean 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.

25. **"Public Improvements"** shall mean any public improvements required to be constructed as conditions of approval to the Entitlements or as additionally provided in this Agreement.

26. **"Review Letter"** shall mean a letter from the City regarding a statement of Owner's compliance with this Agreement, following a positive Annual Review by the City.

27. **"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

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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, which may not be unreasonably conditioned, delayed, or withheld. 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. Notwithstanding the foregoing, Owner may assign this Agreement in conjunction with a transfer of the Property, without any additional consent, to any entity for which Kingsbarn Capital & Development, LLC is the managing member or general partner. 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. Upon the Effective Date, or another date as mutually agreed to by the Parties, the Owner shall deposit security, such as cash, a bond, irrevocable letter of credit, or other security to cover the costs of any such defense in a reasonable amount as determined by the City of Escondido City Attorney. Initially, the deposit shall be $25,000 which may be reasonably adjusted should any lawsuit be filed. Said security may be released after all applicable statutes of limitation have expired.

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

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by the payment of prevailing wages for construction of the Project or 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 chosen by the City. 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:

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City Attorney
201 N. Broadway
Escondido, CA 92025

B. Owner

Touchstone MF Fund I, LLC
Attn: Kerry Garza
Telephone:

with a copy to:

David W. Ferguson, Esq.
Lounsbery Ferguson Altona & Peak, LLP
960 Canterbury Place, Suite 300
Escondido, CA 92025-3836
Telephone: (760) 743-1201

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 Project Approvals.** The term of each of the Entitlements shall be extended for a period of time through the Term of the Agreement. Should this Agreement be terminated, the

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Owner shall have thirty (30) days to submit an application for the extension of any of the approved Entitlements.

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 Benefits and Improvements.** Owner agrees to design, construct and maintain the improvements as provided in the Entitlements and provide the Public Benefits as described in Exhibit B. These requirements shall survive the termination of this Agreement. However, should the Project be abandoned and an entirely new project applied for, the foregoing requirements shall terminate.

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. The payment of Development Fees and General Fees may be deferred in accordance

with City requirements separately from this Agreement. As the Purchase and Sale Agreement was entered into between the Parties and an application was submitted prior to the passing of Ordinance 2020-10 and Resolution 2020-24 and 2020-33, the Project shall not be subject to CFD 2020-1 as a pipeline project.

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 the first residential or commercial unit 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.

3. **Grading Permit Contingent on Security for Public Benefits.** Prior to issuance of a grading permit, 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, in which case the term of this Agreement shall be tolled for the duration of the legal

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action and the expiration date of the Agreement shall be extended by the time during which the term is tolled.

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.

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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.

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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.

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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

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IN WITNESS WHEREOF, the Parties have executed this Agreement:

CITY OF ESCONDIDO

By: _____
Dane White
Its: Mayor

CITY OF ESCONDIDO

By: _____
Zachary Beck
Its: Clerk

By: TOUCHSTONE MF FUND I, LLC,
a California limited liability company

By: _____
Kerry Garza, President

APPROVED AS TO FORM:

CITY OF ESCONDIDO
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

TOUCHSTONE MF FUND, I, LLC,
a California limited liability company

By: _____
Dave Ferguson, Attorney

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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:

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

PARCEL 1:
LOTS 21 THOUGH 24 INCLUSIVE IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 2:
LOTS 25 AND 26 IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 3:
LOTS 27 AND 28 IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 4:
LOTS 29 THOUGH 33 INCLUSIVE IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

EXHIBIT B

I. PUBLIC BENEFITS AND PUBLIC IMPROVEMENTS

A. MAPLE STREET PLAZA. Owner will reconstruct Maple Plaza substantially as shown in **Exhibit D**.

B. PUBLIC ART. The Owner reserves the right to implement, construct, or otherwise install Public Art. The Public Art shall be governed by Article 37 (Public Art), and shall be approved prior to the issuance of the first building permit. If a Public Art piece is not approved and/or not submitted by the Applicant prior to the issuance of the first building permit, then the Public Art fee shall be paid prior to the issuance of the first building permit.

II. DENSITY TRANSFER FROM CITY DENSITY TRANSFER PROGRAM

A. DENSITY TRANSFER. The City will transfer 50 units of density from the City Density Credit Pool, established by the City's Density Transfer Program.

III. FEES

A. OPEN SPACE REDUCTION. In an effort to comply with the open space requirements of the Downtown Specific Plan, the Applicant will be responsible for payment of an-lieu fee of $109,827. This fee shall be placed in the City's General Fund and is intended to be utilized for open space throughout the City. The Open Space Reduction Fee, shall be paid prior to building permit issuance.

B. TREE COUNT. In order to demonstrate compliance with City's adopted Climate Action Plan Checklist, the Applicant will be responsible for paying an-lieu fee of $34,450. This fee shall be placed into the City's General Fund, and is intended to be utilized for tree plantings throughout the City with priority provided to the

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Downtown Area. The Tree Count Fee shall be paid prior to building permit issuance.

IV. TIMING AND COOPERATION

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

B. USE OF MAPLE STREET PLAZA. The Project shall be permitted to use a portion of Maple Street Plaza for architectural elements, subject to any terms and conditions of an encroachment permit. This space shall extend approximately six (6) feet from the exterior of the building as depicted in the Entitlements. Owner shall be permitted to use this space during construction of the Project. Owner shall be responsible for maintenance of this space after construction starts. Such maintenance shall include routine care and cleaning, repair and replacement of existing improvements unless damaged by the City.

C. TEMPORARY PARKING MANAGEMENT PLAN. Prior to issuance of grading or building permit, the City will require a temporary parking management plan that secures temporary off-site parking accommodations for construction workers. Owner may allow onsite parking once the initial garage is constructed subject to City approval in accordance with the City's municipal code and state and federal law.

D. Owner may require the temporary exclusive use of the south side parking lane of Valley Parkway to facilitate the construction of the Project. If Owner determines that such use is necessary, then City and Owner agree to cooperate towards this requirement, subject to any terms and conditions of an encroachment permit.

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EXHIBIT C

Fee Guide as of 02-06-2017

[See attached]

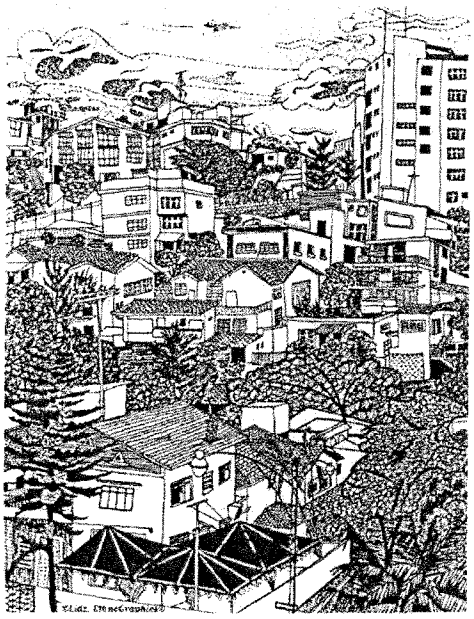
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Revised 2/6//2017

ESCONDIDO
City of Choice

FEE GUIDE for DEVELOPMENT PROJECTS

PLEASE NOTE: THIS DOCUMENT WAS UPDATED ON 2-06-2017 (LOCAL TRAFFIC, PUBLIC FACILITY, PARK, DRAINAGE FEE INCREASES)



Community Development Department / Building Division

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

Important Information

Fees in the Downtown Specific Plan Area

Development Fee Category	CURRENT[1] FEE
PUBLIC FACILITIES	Res. $1614/DU
PARK DEV.	Res.$1120/DU
DRAINAGE FACILITY	MF Res.$370/DU
PUBLIC ART	$0.15/SF first 2000sf exempt[2]

[1] For Multi-Family Development (2 units or more) located in the Downtown Specific Plan Area, the Current Fees identified by Resolution 2004-99(RRR) shall remain in effect until revised by City Council action per Res. No. 2006-160, 6-21-2006.



A1

Revised 2/6//2017

FEE GUIDE FOR DEVELOPMENT PROJECTS INDEX

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OTHER CITY DEPARTMENT FEES

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

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

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

City Departments

- ☐ Planning
- ☐ Engineering
- ☐ Finance
- ☐ Fire
- ☐ Business License

Other Agencies

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

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

- ☐ Qualified projects in the Escondido Business Enhancement Zone
- ☐ Restaurants
- ☐ Second Dwelling Units
- ☐ Fee Deferrals
- ☐ Historical Buildings
- ☐ Changes in Use in Existing Buildings

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

- ☐ Description of project (use, etc.) being
- ☐ Proposed water meters (number & sizes)
- ☐ Floor plan showing uses, square footage, seating (if applicable), etc.
- ☐ Land area, plot plan
- Type of construction
- ☐ Size and use of any structures demolished (for fee credits)
- ☐ Existing water meters (number & sizes)
- ☐ High water users may have to submit water bill records from previous locations or estimates of usage

OTHER CITY DEPARTMENT FEES

☐ **PLANNING - CITY HALL (760) 839-4671**

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

☐ **ENGINEERING - CITY HALL (760) 839-4651**

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

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

☐ **FINANCE - CITY HALL (760) 839-4682**

Fees for water meters and construction meters.

☐ **FIRE - 201 NORTH BROADWAY (760) 839-5400**

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

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

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

OTHER AGENCY FEES

☐ **COUNTY OF SAN DIEGO DEPARTMENT OF HEALTH SERVICES**

Fees for plan check and inspection and annual permits for:

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

☐ **AIR POLLUTION CONTROL DISTRICT**

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

☐ **OTHER WATER/WASTEWATER DISTRICTS**

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

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

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

☐ **GAS AND ELECTRIC SERVICE**

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

☐ **TELEPHONE**

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

☐ **COX COMMUNICATIONS**

North County (760) 806-9809

FEE INCENTIVES

☐ THE ESCONDIDO BUSINESS ENHANCEMENT ZONE

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

Contact the Planning Division at 760-839-4671 or the Economic Development Division at 760-839-4563 for more information and the eligibility criteria.
Requests for incentives must be made in writing to the Assistant City Manager and be accompanied by appropriate supporting materials.

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

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

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

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

Economic Incentive Fund and Incentive Policy (brief description)

Purpose: The City Council has established an Economic Incentive Fund that is utilized to offset development and connection fee reductions granted to eligible projects.
The City Council Economic Development Subcommittee and the City Council may grant fee reduction incentives as follows.

Policy:

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

Additional Incentives Policy

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

☐ FEE DEFERRAL

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

FEE INCENTIVES

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

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

☐ **INCENTIVES FOR INCREASED ENERGY EFFICIENCIES**

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

☐ **NONRESIDENTIAL BUILDING ADDITIONS**

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

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

☐ **HISTORICAL BUILDINGS**

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

Numerous incentives are offered, including fee reductions.

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

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

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

☐ **SECOND DWELLING UNITS**

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

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

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

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

FEE INCENTIVES

☐ PERMIT PROCESSING FEE INCENTIVES – TARGETED COMMERCIAL AREAS

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

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

Criteria for incentive approval:

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

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

FEE CREDITS

BUILDING DEMOLITIONS & ABANDONED USES

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

The fee credits have the following limitations:

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

Fee credits apply to the following fees:

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

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

AGRICULTURAL WATER METERS

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

Fee credits apply as follows:

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

FEES APPLICABLE TO BUILDING PERMIT ISSUANCE

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

PROCESSING FEES

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

APPLICABLE TO: All projects, except as noted below.

	FEE AMOUNT
☐ **PLAN CHECK FEE***	65% of Building Permit Fee
PLAN CHECK SURCHARGES (for State regulations)	
☐ **Nonresidential State Disabled Access Reg. Plan Check**	10% of Plan Check Fee
☐ **Residential State Disabled Access Reg. Plan Check**	10% of Plan Check Fee
☐ **All buildings - State Energy Regulations**	20% of Plan Check Fee
☐ **PLANNING DIVISION - BUILDING PLAN REVIEW FEE**	$35 (MIN) room additions; patio covers, decks, retaining walls; pools, spas and miscellaneous projects requiring zoning review. $195 (RES)-single family dwelling; up to four residential units. $380 (MINOR)-T.I.'s; commercial/industrial additions 1 or 2 story, up to 10,000 sf. $1,100 (MAJOR)-Tracts; Parcel Maps (5 or more dwellings); Multi-family residential; new commercial/industrial buildings; non residential additions over 2 stories or 10,000 sf.
☐ **FIRE DEPARTMENT - BUILDING PLAN REVIEW FEE**	$50 ____0-500 sq. ft. (Typical Building;
Additions;	
(Projects regulated by the Fire Code, includes inspection)	$100 ___500-2,000 sq. ft. Single Family Dwellings;
Tracts/Phase/production 1-10 units same application $200;	$150 ___2,001-5,000 sq. ft. Tract Models;
each 5 additional units $100 same application (SFD R-3 occupancy)	$200 ___>5,000 sq. ft. Tenant Improvements)
	$275/bldg ___Multi Family, Commercial, Industrial
AUTHORITY: Local Ordinances.	$100/each ___ Access Roadway Gate

PERMIT/INSPECTION FEES

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

APPLICABLE TO: All projects, except as noted below.

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

AUTHORITY: Escondido Municipal Code & Local Ordinances.

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

FEES APPLICABLE TO BUILDING PERMIT ISSUANCE

CONNECTION FEES

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

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

	FEE AMOUNT	
☐ **WATER CONNECTION FEE**	Residential:	Detached single-family dwelling, $7,930 (see page 19)
	All Other Uses:	Based on water meter size (see pages 19 and 20)

	FEE AMOUNT	
☐ **WASTEWATER CONNECTION FEE**	Residential:	Detached single-family dwelling, $7,500 (see page 19)
	All Other Uses:	Based on an EDU (Equivalent Dwelling Unit) of 250 gallons per day (minimum of 1 EDU) (see pages 19 and 20)

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

AUTHORITY: Local Ordinance

DEVELOPMENT FEES (Established By City Council)

Please refer to Page A1 for Important Fee information

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

	FEE AMOUNT	
☐ **TRAFFIC FEE (LOCAL)**	Residential:	Single-family dwelling, $870 (see page 18)
	All Other Uses:	See schedule, page 18

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

APPLICABLE TO: All new development projects.

AUTHORITY: Local Ordinance.

	FEE AMOUNT
☐ **PUBLIC FACILITY FEE**	$4,624 per dwelling unit; $2.17 per sq. ft. of Commercial building area; $1.64 per sq. ft. of Industrial building area.

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

APPLICABLE TO: All new development projects.

FEES APPLICABLE TO BUILDING PERMIT ISSUANCE

DEVELOPMENT FEES CONTINUED

	FEE AMOUNT
☐ **PARK FEE**	$4,212 per dwelling unit

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

APPLICABLE TO: Residential projects only.

	FEE AMOUNT	
☐ **DRAINAGE FACILITIES FEE**	Residential:	Single-family dwelling - $1,092/unit Multi-family dwelling - $437/unit
	All Other Uses:	$0.71/sq. ft. of building roof area

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

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

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

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

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

AUTHORITY: Local Resolution No. 95-211

REGIONAL FEES

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

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

APPLICABLE TO: All new residential dwelling units.

AUTHORITY: Resolution No. 2013-42.

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

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

APPLICABLE TO: All new projects served by City water.

AUTHORITY: Local Ordinance.

FEES APPLICABLE TO BUILDING PERMIT ISSUANCE

STATE FEES

	FEE AMOUNT
☐ **STRONG MOTION INSTRUMENTATION PROGRAM (SMIP) FEE**	$.50 MINIMUM .0001 x Building Valuation - Residential ≤ 3 stories .00021 x Building Valuation - Hotels, motels and all other buildings and structures

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

APPLICABLE TO: All building permits.

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

☐ **GREEN BUILDING FEE**	$1.00 MINIMUM $4.00 PER $100,000 of Building Valuation

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

APPLICABLE TO: All building permits.

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

OTHER CITY FEES

	FEE AMOUNT
☐ **ART IN PUBLIC PLACES (AIPP) FEE**	$.30 per sq. ft. of building area (first 2,000 sq. ft. exempt) (see page 17)

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

APPLICABLE TO: All new projects.

	FEE AMOUNT
☐ **CITYWIDE FACILITIES PLAN REIMBURSEMENT FEE**	$58 per residential unit

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

APPLICABLE TO: Residential only.

AUTHORITY: Local Resolution No. 94-173

	FEE AMOUNT
☐ **MICROFILMING FEE**	$.50 each - 8 1/2 x 11 sheets $2.00 each - larger sheets

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

APPLICABLE TO: All new projects.

OTHER CITY FEES CONTINUED

	FEE AMOUNT
☐ **CATV FEE**	$1.00 per dwelling unit or mobilehome pad - $10 min.

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

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

AUTHORITY: Local Ordinances

SCHOOL FEES

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

SEPTIC TANK AND WELLS – Contact the County Health Department

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

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

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

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

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

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

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

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

	Value per sq. ft.
RESIDENTIAL	
APARTMENT HOUSES/Condominium Bldgs.:	
*Type I-or II-F.R.	93.00
Type V or III (Masonry)	75.00
Type V-1-hour	78.00
Type V-Wood Frame	69.00
Type I-Basement Garage	32.00
**DWELLINGS (single family & duplex):	
Type V-Adobe	99.00
Type V-Masonry	82.00
Type V-Wood Frame	78.00
Basements (Non-Hab.)	20.00
***Additions V-Wood Frame	94.00
PRIVATE GARAGES:	
Wood Frame (Unfinished)	21.00
Wood Frame (Finished))	23.00
Masonry	23.00
Open Carports	14.00
COMMERCIAL/INDUSTRIAL	
BANKS:	
*Type I-or II-F.R.	127.00
Type III-1-hour	102.00
Type III-N	98.00
Type V-1-hour	92.00
Type V-N	88.00
CHURCHES:	
Type I-or II-F.R.	85.00
Type III-1-hour	69.00
Type III-N	66.00
Type V-1-hour	64.00
Type V-N	60.00
CONVALESCENT HOSPITALS:	
*Type I-or-II-F.R.	119.00
Type III-1-hour	84.00
Type V-1-hour	79.00
FIRE STATIONS:	
Type I or II-F.R.	97.00
Type II 1-hour	64.00
Type II-N	60.00
Type III 1 hour	70.00
Type III-N	67.00
Type V - 1-hour	65.00
Type V-N	62.00
FITNESS CENTERS:	
Type III-1-hour	65.00
Type III-N	62.00
Type V-1-hour	61.00
Type V-N	57.00

	Value per sq. ft.
HOSPITALS:	
*Type I-or II-F.R.	140.00
Type III-1-hour	114.00
Type V-1-hour	109.00
HOTELS AND MOTELS:	
*Type I-or II-F.R.	86.00
Type III-1-hour	74.00
Type III-N	71.00
Type V-1-hour	66.00
Type V-N	63.00
INDUSTRIAL PLANTS:	
Type I-or II-F.R.	49.00
Type III-1-hour	37.00
Type III-N	35.00
Tilt-up	25.00
Type II-1-hour	34.00
Type II-(Stock)	31.00
Type V-1-hour	35.00
Type V-N	32.00
MEDICAL OFFICES:	
*Type I-or II-F.R.	102.00
Type III-1-hour	82.00
Type III-N	79.00
Type V-1-hour	76.00
Type V-N	73.00
OFFICES:	
*Type 1-or II-F.R.	91.00
Type III-1-hour	65.00
Type III-N	62.00
Type V-1-hour	61.00
Type V-N	57.00
PUBLIC BUILDINGS:	
*Type I or II-F.R.	105.00
Type II 1-hour	85.00
Type II-N	81.00
Type III 1-hour	88.00
Type III-N	85.00
Type V - 1-hour	80.00
Type V-N	77.00
PUBLIC GARAGES:	
*Type I- or II-F.R.	42.00
*Type I- or II-Open Parking	31.00
Type III-1-hour	31.00
Type III-N	28.00
Type II-N	24.00
Type V-1-hour	28.00
RESTAURANTS:	
Type III-1-hour	82.00
Type III-N	80.00

	Value per sq. ft.
Type V-1-hour	75.00
Type V-N	72.00
SCHOOLS:	
*Type I-or II-F.R.	95.00
Type III-1-hour	69.00
Type III-N	65.00
Type V-1-hour	64.00
SERVICE STATIONS/CAR WASHES:	
Type III-1-hour	59.00
Type III-N	56.00
Type II-N	57.00
Type V-1-hour	50.00
Type V-N	47.00
Canopies	24.00
STORES:	
*Type I-or II-F.R.	70.00
Type III-1-hour	52.00
Type III-N	49.00
Type V-1-hour	44.00
Type V-N	40.00
THEATERS:	
Type I-or II-F.R.	94.00
Type III-1-hour	68.00
Type III-N	64.00
Type V-1-hour	63.00
Type V-N	60.00
WAREHOUSES:	
Type I-or II F.R.	42.00
Type III-1-hour	28.00
Type III-N	27.00
Type II or V-1-hour	25.00
Type II or V-N	23.00
(Deduct 11% for mini-warehouse)	

EQUIPMENT

Air Conditioning (Comm.)	3.60
Air Conditioning (Res.)	3.00
Fire Sprinkler Systems	1.80
(Use to increase Val. for new construction)	

TENANT IMPROVEMENTS

***Banks, Medical Offices/Churches	37.00
***Restaurants	37.00
***"H" Occupancies	37.00
***Stores, Offices, All Others	27.00

COMM./IND. ADDITIONS

*** Use multiplier for new building and increase by 20%

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

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

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

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

Value per sq. ft.	Value per sq. ft.	Value per sq. ft.

#99-199, August 26, 1999) Plan check fees for all subdivision production, repeat units shall be $70/unit. (Resolution #2002-100, May 1, 2002).
***Or an actual itemized construction cost estimate.

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

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

Use difference in valuation between existing use and new use.

No Change in Occupancy and No Additional Floor Area

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

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

	VALUE PER S.F.
Plastering:	
Inside	$2.25
Outside	2.25
Roofing:	
Built-up	1.08
Comp. Shing. (and Fiberglass)	1.00
Asb. Shing.	2.37
Wood Shing.	2.37
Wood Shakes	2.37
Alum. Shakes	3.58
Clay Tile	3.00
Conc. Tile	2.54
Fences or Freestanding Wall:	
Wood & Chain-link	1.50
Wire	1.50
Masonry	7.00
Wrought Iron	4.50
Stucco	4.50
Balcony/Stairs/Walking Decks (Wood)	11.50
Stone-Brick Veneer	7.00
Pile Foundations:	
Cast-in Place Concrete	17.25 per L.F.
Steel & Pre-Cast	41.75 per L.F.

	VALUE PER S.F.
Retaining Walls: (Conc. or Masonry)	$ 14.00
Spa (in ground only)	5,775.00/spa
Pools:	
Gunite	29.50
Vinyl pools (in ground only)	27.00
Awnings and Canopies: (Supported by Building)	
Aluminum	16.75
Canvas	7.00
Comm. Canopies/Arcades	24.00
Patio Enclosures:	
Wood Frame	10.25
Metal Frame	11.50
Solariums: (or actual itemized construction cost estimate.)	78.00
Patios:	
Wood Frame with Cover	7.00
Metal Frame with Cover	9.00
Agricultural:	
Buildings (General)	15.25
Greenhouses (Horticulture)	4.50
Detached Residential Accessory Structures:	
Workshop, Hobby Shop, Etc. (or actual itemized construction cost estimate)	23.00

SIGNS AND BILLBOARDS

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

TABLE NO. 3-A - BUILDING PERMIT FEES

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

Other Inspections and Fees:

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

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

ESCONDIDO MUNICIPAL CODE - SECTION 6-16

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

PERMIT FEE SCHEDULE/WORKSHEET

CITY OF ESCONDIDO (760) 8[illegible]

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

PLUMBING

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

OTHER FEES (Also applies to Building Permit Inspections)

Fee Description	Fee
Inspections outside of normal business hours (min. two hrs.)	$86.00/hr
Reinspections	$86.00/insp
Inspections for which no fee is specifically indicated (min. 1/2 hr.)	$86.00/hr

ELECTRICAL - NEW APARTMENTS - 3 OR MORE UNITS (MULTI-FAMILY): Enter the ampere rating of the service main breaker or fuse (includes all wiring)

Fee Description	Amp	Fee	Total
Issuance Fee (for each permit)			$30.00
Single Phase Service/per Amp		.60 ea	
Three Phase Service/per Amp		.90 ea	
Total			

ELECTRICAL - SINGLE-FAMILY DWELLING, COMMERCIAL and INDUSTRIAL, ALL REMODELS & ADDITIONS: Enter the number of circuits to be installed in each size of fuse or breaker, counting each feeder and service as a circuit.

Fee Description	No.	Fee	Total
Issuance Fee (for each permit)			$30.00
15 or 20 Amp - First 5 Circuits		5.00 ea	
15 or 20 Amp - Second 5 Circuits		4.00 ea	
15 or 20 Amp - Next 90 Circuits		3.00 ea	
15 or 20 Amp - Over 100 Circuits		1.50 ea	
25 to 45 Amp Circuits		7.00 ea	
50 to 175 Amp Circuits		10.00 ea	
200 Amp and Larger Circuits		16.00 ea	
Temporary Service		35.00 ea	
Temporary Pole		35.00 ea	
Other Electrical Fees		10.00 ea	
Total			

MECHANICAL

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

Contact Person's Name: _____

Phone: _____

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SCHOOL FEES

November 2006

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

ESCONDIDO UNION SCHOOL DISTRICT
AND
ESCONDIDO UNION HIGH SCHOOL DISTRICT

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

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

ART IN PUBLIC PLACES FEE (PUBLIC ART)

Please refer to Page A1 for Important Fee Information

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

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

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

1. Tenant improvements with no added building area.

2. The first 2,000 sq. ft. of any structure. This exception shall not apply on an individual basis to structures which are part of a larger integrated complex (commercial, industrial and multi-family residential), but shall apply only to the first 2,000 sq. ft. of the complex.

3. For a new SFD, the 2,000 sq. ft. exemption shall apply to each detached structure.

4. Residential additions, patio covers, gazebos, etc. (except for work which results in an additional dwelling unit)

For additions to existing buildings, the following shall apply:

- If the existing building is 2,000 sq. ft. or greater, all of the new addition is subject to the fee.

- If the existing building is less than 2,000 sq. ft., add the area of the existing to the area of the new addition. That portion of the total over 2,000 sq. ft. is subject to the fee.

If this were part of an existing complex of buildings (commercial, industrial and multi-family residential) and one of the buildings was 2,000 sq. ft. or larger, exception #2 above would be utilized and the addition would be subject to fees for the full square footage.

For existing multi-building (commercial, industrial and multi-family residential) complexes in which a new building is being added, exception #2 would again be utilized with the 2,000 sq. ft. being applied to one of the existing buildings.

TRAFFIC FEE LOCAL/TRAFFIC FEE RTCIP SCHEDULE

RESIDENTIAL (Fee Per Unit)	RTCIP TRAFFIC FEE REGIONAL	TRAFFIC FEE LOCAL
Single Family	$2,357.00	$ 870.00
Duplex	$2,357.00	$ 870.00
Triplex	$2,357.00	$ 522.00
Apartment	$2,357.00	$ 522.00
Senior Apartment	$2,357.00	$ 435.00
Condo/Townhouse	$2,357.00	$ 696.00
Mobilehome/Family	$2,357.00	$ 435.00
Mobilehome/Adult	$2,357.00	$ 261.00
Retirement Community	$2,357.00	$ 348.00
LODGING (Fee per room)		
Hotel (w/convention facilities/restaurant)		$ 430.00
Motel		$ 387.00
Resort Hotel		$ 344.00
COMMERCIAL/RETAIL (Fee per s.f. of Bldg. Area)		
Super Regional Center (>80 acres, >800,000 s.f.) 3+ Majors		$ 1.51
Regional Center (40-80 acres, 400-800,000 s.f.) 2+ Majors		$ 2.15
Community Center (15-40 acres, 125-400,000 s.f.) 1+ Major		$ 3.44
Neighborhood Center (<15 acres, less than 125,000 s.f.) w/grocery , drug store, etc.		$ 5.16
Commercial Shops		
Specialty Retail/Strip Commercial		$ 1.72
Supermarket		$ 6.45
Convenience Market		
(15-16 hours)		$ 21.50
(24 hours)		$ 30.10
W/gas pumps		$ 36.55
Discount Club/Store		$ 2.58
Furniture Store		$ 0.26
Lumber Store		$ 1.29
Hardware/Paint Store		$ 2.58
Garden Nursery		$ 1.72
OFFICES (Fee per s.f. of Bldg. Area)		
Less than 100,000 s.f.		$ 0.86
More than 100,000 s.f.		$ 0.73
Single Tenant Office		$ 0.60
Corporate Headquarters		$ 0.30
Government		$ 1.29
Medical/Dental		$ 2.15
FINANCIAL (Fee per s.f. of Bldg. Area)		
Bank (Walk-In Only)		$ 6.45
W/Drive Thru		$ 8.60
Drive Thru Only (Per Lane)		$10,750.00
Savings & Loan		$ 2.58
Drive Thru Only (Per Lane)		$4,300.00

INDUSTRIAL (Fee Per s.f. of Bldg.Area)	TRAFFIC FEE LOCAL
Industrial/Business Park (commercial included)	$ 0.69
Industrial Park (no commercial)	$ 0.34
Industrial Plant (multiple shifts)	$ 0.43
Manufacturing/Assembling	$ 0.17
Warehousing	$ 0.22
Storage	$ 0.09
Science Research &Development	$ 0.34
AUTOMOTIVE	
Car Wash	
Automatic (Per Site)	$38,700.00
Self-Serve (Per Stall)	$ 4,300.00
Gasoline (per vehicle fueling space)	
W/Food Mart	$ 6,880.00
W/Food Mart & Car Wash	$ 6,665.00
Older Service Station Design	$ 6,450.00
Sales (Dealer & Repair) (Per s.f.)	$ 2.15
Auto Repair Center (Per s.f.)	$ 0.86
RECREATIONAL	
RV Park (Per Space)	$ 258.00
Bowling Center (Per Lane)	$ 1,290.00
Campground (Per Campsite)	$ 172.00
Golf Course (Per Acre)	$ 301.00
Racquetball/Health Club (Per s.f. of Bldg. Area)	$ 1.29
Tennis Courts (Per Court)	$ 1,290.00
Theater (Per Seat)	$ 76.00
RESTAURANTS (Fee per s.f. of Bldg. Area)	
Quality	$ 4.30
Sit Down, High Turnover	$ 6.88
Fast Food with Drive-Thru	$ 27.95
Fast Food without Drive-Thru	$ 30.10
Delicatessen	$ 6.45
CHURCH	
Per s.f. of Building Area	$ 0.39
EDUCATION (Fee per student))	
High School	$ 55.90
Middle/Junior High	$ 60.20
Elementary	$ 68.80
Day Care	$ 215.00
HOSPITAL	
Per Bed	$ 860.00
CARE FACILITIES	
Convalescent (Per Bed)	$ 860.00
Intermediate (Per Bed)	$ 860.00
Congregate Care (Per Bed)	$ 107.50

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

TRAFFIC FEE: $87/ADT – residential, $43/ADT – non-residential.

CONNECTION AND REGIONAL FEE SCHEDULE

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

	FEE PER SQ. FT.	
COMMERCIAL/INDUSTRIAL	WATER CONNECTION	*WASTEWATER CONNECTION
Retail	See schedule below (based on water meter size)[4]	$1.28
Retail (one tenant over 10,000 sq. ft.)		.42
Office		1.28
Medical/Dental		3.00
Industrial		.63
Industrial (one tenant over 10,000 sq. ft.)		.42

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

WATER METER	WATER CONNECTION FEE	**SDCWA CAPACITY CHARGE	METER DROP IN FEES/SEE UTILITIES
3/4" meter	$ 4,690	$ 5,099	
1" meter	$ 7,930	$ 8,158	
1-1/2" meter	$ 15,640	$ 15,297	
2" meter	$ 25,340	$ 26,515	
3" meter	$ 46,780	$ 48,950	
4" meter	$ 78,940	$ 83,624	
6" meter	$157,890	$152,970	
8" meter	$252,620	$265,148	

NOTES:

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

CONNECTION AND REGIONAL FEE SCHEDULE

** Currently collected with water meter charges.

CONNECTION AND REGIONAL FEE SCHEDULE

HIGH USE/SPECIAL USE (Fee Per Seat unless otherwise noted)

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

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

NOTE:

1. High or Intensive use facilities not listed, such as breweries, will be determined on an individual basis.

2. Car wash fees may be adjusted if a recycle system is installed.

3. Calculation of fees for Laundromats based on EDU's in addition to per-machine rate.

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

PROJECT DATA:	PROJECT VALUATION	
2,600 sq. ft., 3 bedroom house (w/Fire Sprinklers, City Ord.)	2,600 sq. ft. x $82.80/sq. ft. =	$215,280
600 sq. ft. garage	600 sq. ft. x $22.80/sq. ft. =	13,680
(Applies to individual detached SFD's on a single lot or parcel and one-lot condos w/detached SFD's)	Valuation =	$228,960

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

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

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	1,309.20
State Disabled Access Regulation Inspection Surcharge Fee	N/A
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee (estimate)	110.00
Electrical Permit Fee (estimate)	111.00
Mechanical Permit Fee (estimate)	83.00
Water Connection Fee (based on a minimum 1" meter for fire sprinklers)	7,930.00
Wastewater Connection Fee	7,500.00
Traffic-Fee Regional (RTCIP)	2,357.00
Traffic-Fee Local	870.00
Public Facility Fee	4,624.00
Park Fee	4,212.00
Drainage Facilities Fee	1,092.00
Region of Influence Infrastructure Deposit Fee (if in Region of Influence)	1,500.00
SMIP Fee	22.90
GREEN BUILDING FEE (California State Fee)	10.00
Art in Public Places Fee	420.00
Citywide Facilities Plan Reimbursement Fee	58.00
Microfilming Fee (estimate)	25.00
CATV Fee	N/A
School Fees (School District)	--------
SDCWA Capacity Charge (based on 1" water meter. Paid at time of meter purchase)	**8,158**
TOTAL FEES	$41,1.08

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

EXAMPLE #2 - DUPLEX

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

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

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

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	1,141.20
State Disabled Access Regulation Inspection Surcharge Fee	N/A
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee (estimate)	222.00
Electrical Permit Fee (estimate)	155.00
Mechanical Permit Fee (estimate)	104.00
Water Connection Fee ($3,510 x 2)	7,020.00
Wastewater Connection Fee ($5,625 x 2)	11,250.00
Traffic Fee-Regional (RTCIP) ($2,357 x 2)	4,714.00
Traffic Fee-Local ($870 x 2)	1,740.00
Public Facility Fee ($4,624 x 2)	9,248.00
Park Fee ($4,212 x 2)	8,424.00
Drainage Facilities Fee ($437 x 2)	874.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	18.84
GREEN BUILDING FEE	8.00
Art in Public Places Fee	360.00
Citywide Facilities Plan Reimbursement Fee ($58 x 2)	116.00
Microfilming Fee (estimate)	25.00
CATV Fee	10.00
School Fees (School District)	--------
SDCWA Capacity Charge (based on 1" water meter. Paid at time of meter purchase	**8,158**
TOTAL FEES	$54,270.52

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

EXAMPLE #3 - APARTMENT BUILDING

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

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

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

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	2,169.05
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee (estimate)	216.00
Electrical Permit Fee (estimate)	390.00
Mechanical Permit Fee (estimate)	213.00
Water Connection Fee ($3,510 x 6)	21,060.00
Wastewater Connection Fee ($5,625 x 6)	33,750.00
Traffic Fee-Regional (RTCIP) ($2,357 x 6)	14,142.00
Traffic Fee-Local ($522 x 6)	3,132.00
Public Facility Fee ($4,624 x 6)	27,744.00
Park Fee ($4,212 x 6)	25,272.00
Drainage Facilities Fee ($437 x 6)	2,622.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	39.32
GREEN BUILDING FEE	16.00
Art in Public Places Fee	1,350.00
Citywide Facilities Plan Reimbursement Fee ($58 x 6)	348.00
Microfilming Fee (estimate)	75.00
CATV Fee	10.00
School Fees (School District)	--------
SDCWA Capacity Charge (based on 1 1/2" water meter. Paid at time of meter purchase)	**15,297**
TOTAL FEES	$149,853.25

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

EXAMPLE #4 - CONDOMINIUM PROJECT

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

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

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

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	16,296.80
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee (estimate - $202 x 8)	1,616.00
Electrical Permit Fee (estimate - $270 x 8)	2,160.00
Mechanical Permit Fee (estimate - $133 x 8)	1,064.00
Water Connection Fee ($3,510 x 32)	112,320.00
Wastewater Connection Fee ($7,500 x 32)	240,000.00
Traffic Fee-Regional (RTCIP) ($2,357 x 32)	75,424.00
Traffic Fee-Local ($696 x 32)	22,272.00
Public Facility Fee ($4,624x 32)	147,968.00
Park Fee ($4,212 x 32)	134,784.00
Drainage Facilities Fee ($437 x 32)	13,984.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	291.84
GREEN BUILDING FEE	117.00
Art in Public Places Fee	14,820.00
Citywide Facilities Plan Reimbursement Fee ($58 x 32)	1,856.00
Microfilming Fee (estimate)	150.00
CATV Fee	32.00
School Fees (School District)	--------
SDCWA Capacity Charge (based on 2" water meter. Paid at time of meter purchase	**26,515**
TOTAL FEES	$824,216.60

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

EXAMPLE #5 - INDUSTRIAL BUILDING

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

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

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

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	$1,013.35
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee	*
Electrical Permit Fee	*
Mechanical Permit Fee	*
Water Connection Fee (based on 3/4" meter)	4,690.00
Wastewater Connection Fee (minimum 1 EDU)	7,500.00
Traffic Fee-Regional (RTCIP)	N/A
Traffic Fee-Local ($0.17 x 4,000 sq. ft.)	680.00
Public Facility Fee ($1.64 x 4,000 sq. ft.)	6,560.00
Park Fee	N/A
Drainage Facilities Fee ($0.71 x 4,000 sq. ft.)	2,840.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	29.40
GREEN BUILDING FEE	6.00
Art in Public Places Fee	660.00
Citywide Facilities Plan Reimbursement Fee	N/A
Microfilming Fee (estimate)	75.00
CATV Fee	N/A
School Fees (School District)	--------
SDCWA Capacity Charge (based on 1" water meter. Paid at time of meter purchase)	**8,158**
TOTAL FEES	$30,768.43

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

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

EXAMPLE #6 - OFFICE BUILDING

PROJECT DATA:	PROJECT VALUATION		
5,000 sq. ft. office building	5,000 sq. ft. x $57	=	$285,000
	Valuation	=	$285,000

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

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

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	1,673.10
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee	*
Electrical Permit Fee	*
Mechanical Permit Fee	*
Water Connection Fee (based on 3/4" meter)	4,690.00
Wastewater Connection Fee (1 EDU minimum)	7,500.00
Traffic Fee-Regional (RTCIP)	N/A
Traffic Fee ($0.86 x 5,000 sq. ft.)	4,300.00
Public Facility Fee ($2.17 x 5,000 sq. ft.)	10,850.00
Park Fee	N/A
Drainage Facilities Fee ($0.71x 5,000 sq. ft.)	3,550.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	59.85
GREEN BUILDING FEE	12.00
Art in Public Places Fee (5,000 sq. ft. - 1,800 sq. ft. x $0.30)	960.00
Citywide Facilities Plan Reimbursement Fee	N/A
Microfilming Fee (estimate)	75.00
CATV Fee	N/A
School Fees (School District)	--------
SDCWA Capacity Charge (based on 1" water meter. Paid at time of meter purchase)	**8,158**
TOTAL FEES	$43,876.47

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

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

EXAMPLE #7 - MEDICAL/DENTAL OFFICE BUILDING

PROJECT DATA:	PROJECT VALUATION		
4,000 sq. ft. Medical/Dental Office Building	4,000 sq. ft. x $76.60	=	$306,400
	Valuation	=	$306,400

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL	
Plan Check Fee	$1,152.58
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
Planning Division - Building Plan Review Fee	1,100.00
Fire Department - Building Plan Review Fee	275.00
FEES DUE AT BUILDING PERMIT ISSUANCE	
Building Permit Fee	1,773.20
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee	*
Electrical Permit Fee	*
Mechanical Permit Fee	*
Water Connection Fee (based on 3/4" meter)	4,690.00
Wastewater Connection Fee ($3.00 x 4,000 sq. ft.)	12,000.00
Traffic Fee-Regional (RTCIP)	N/A
Traffic Fee-Local ($2.15 x 4,000 sq. ft.)	8,600.00
Public Facility Fee ($2.17 x 4,000 sq. ft.)	8,680.00
Park Fee	N/A
Drainage Facilities Fee ($0.71 x 4,000 sq. ft.)	2,840.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	64.34
GREEN BUILDING FEE	13.00
Art in Public Places Fee	660.00
Citywide Facilities Plan Reimbursement Fee	N/A
Microfilming Fee (estimate)	75.00
CATV Fee	N/A
School Fees (School District)	--------
SDCWA Capacity Charge (based on 1" water meter) . Paid at time of meter purchase	**8,158**
TOTAL FEES	$49,667.12

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

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

EXAMPLE #8 - INDUSTRIAL BUILDING ADDITION

PROJECT DATA:	PROJECT VALUATION		
1,000 sq. ft. addition to an existing 8,000 sq. ft. building Development Fees apply to the added building area only. (See page 5) (This example does not require a larger water meter).	1,000 sq. ft. x $35 Valuation	= =	$35,000 $35,000

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

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

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	412.10
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee (no additional plumbing)	~~0~~
Electrical Permit Fee (estimate - 4 circuits)	50.00
Mechanical Permit Fee (no additional mechanical)	~~0~~
Water Connection Fee (no increase in meter size)	~~0~~
Wastewater Connection Fee ($0.63/sf x 1000 sf)	630.00
Traffic Fee-Regional (RCTCIP)	N/A
Traffic Fee- Local ($0.34/sf x 1000 sf)	340.00
Public Facility Fee ($1.64/sf x 1000 sf)	1640.00
Park Fee	N/A
Drainage Facilities Fee ($0.71/sf x 1000 sf)	710.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	7.35
GREEN BUILDING FEE	2.00
Art in Public Places Fee ($0.30/sf x 1000 sf)	300.00
Citywide Facilities Plan Reimbursement Fee	N/A
Microfilming Fee (estimate)	25.00
CATV Fee	N/A
School Fees (School District)	--------
SDCWA Capacity Charge	~~0~~
TOTAL FEES	$4,864.32

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

EXAMPLE #9 - TENANT IMPROVEMENT

PROJECT DATA:	PROJECT VALUATION
60 seat pizza restaurant in existing 1,800 sq. ft. retail tenant space; FEE INCENTIVE - see page 5 estimate)	Valuation = $30,000 (contractor

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

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

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	369.85
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee	*
Electrical Permit Fee	*
Mechanical Permit Fee	*
Water Connection Fee (no increase in water meter or sewer line sizes)	~~0~~
Wastewater Connection Fee (no increase in water meter or sewer line sizes)	~~0~~
Traffic Fee-Regional (RTCIP) (no added parking)	N/A
Traffic Fee- Local (no added parking)	~~0~~
Public Facility Fee	N/A
Park Fee	N/A
Drainage Facilities Fee	~~0~~
Region of Influence Infrastructure Deposit Fee (if in Region of Influence)	N/A
SMIP Fee	6.30
GREEN BUILDING FEE	2.00
Art in Public Places Fee	N/A
Citywide Facilities Plan Reimbursement Fee	N/A
Microfilming Fee (estimate)	5.00
CATV Fee	N/A
School Fees (School District)	--------
SDCWA Capacity Charge (no increase in water meter size)	~~0~~
TOTAL FEES	$1,103.55**

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

*Fee based on specific plumbing, electrical and mechanical work involved. (See pg. 15)
**Plus plumbing, electrical and mechanical permit fees, if applicable.

FEE WORKSHEET

PROJECT DATA: PROJECT VALUATION

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

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

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

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee .....
State Disabled Access Regulation Inspection Surcharge Fee .....
State Energy Regulation Inspection Surcharge Fee .....
Plumbing Permit Fee .....
Electrical Permit Fee .....
Mechanical Permit Fee .....

Water Connection Fee .....
Wastewater Connection Fee .....

Traffic Fee-Regional (RTCIP) .....
Traffic Fee-Local .....
Public Facility Fee .....
Park Fee .....
Drainage Facilities Fee .....
Region of Influence Infrastructure Deposit Fee .....

SMIP Fee .....

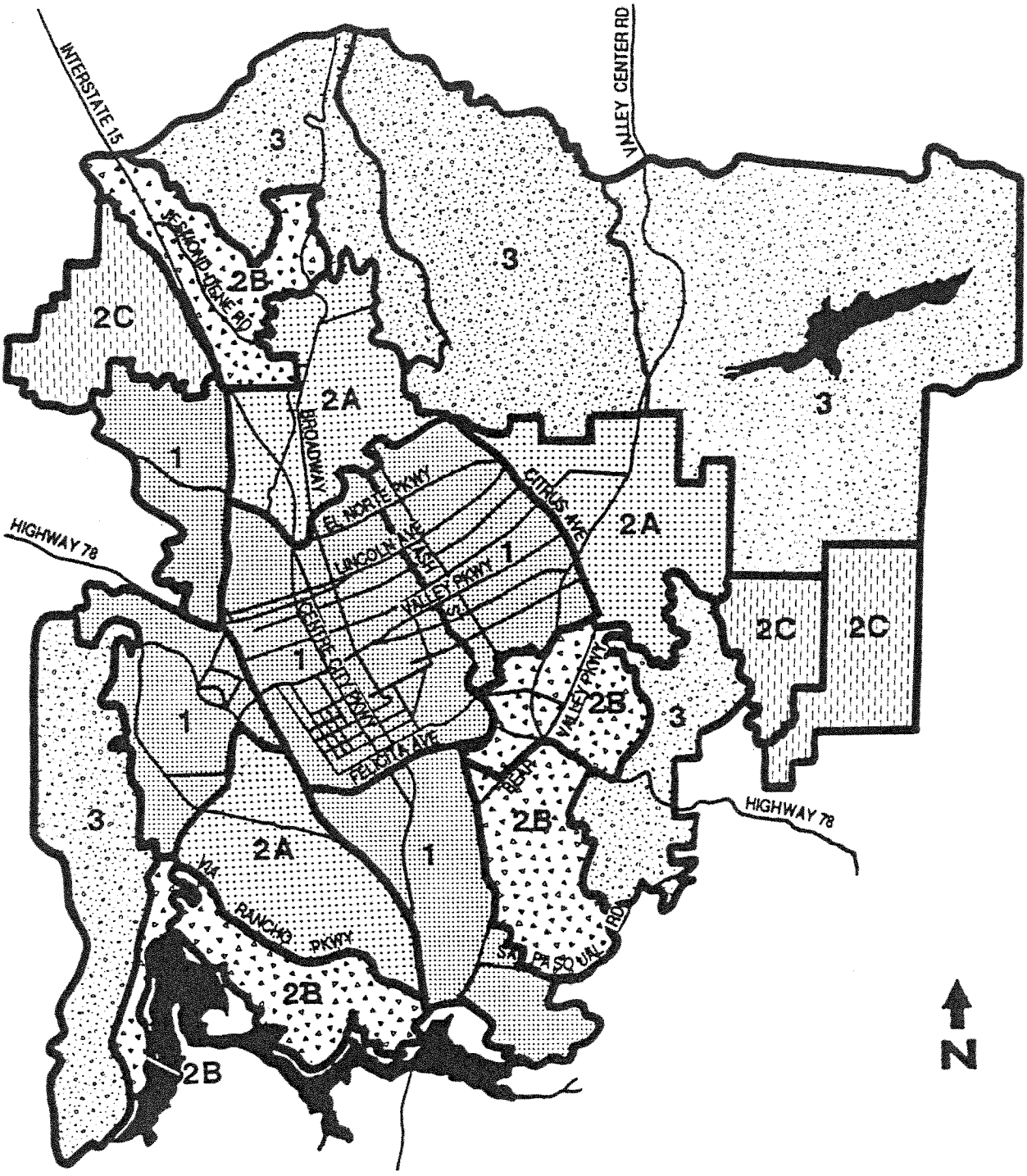
GREEN BUILDING FEE .....

Art in Public Places Fee .....
Citywide Facilities Plan Reimbursement Fee .....
Microfilming Fee .....
CATV Fee .....

School Fees (payable to School District) .....

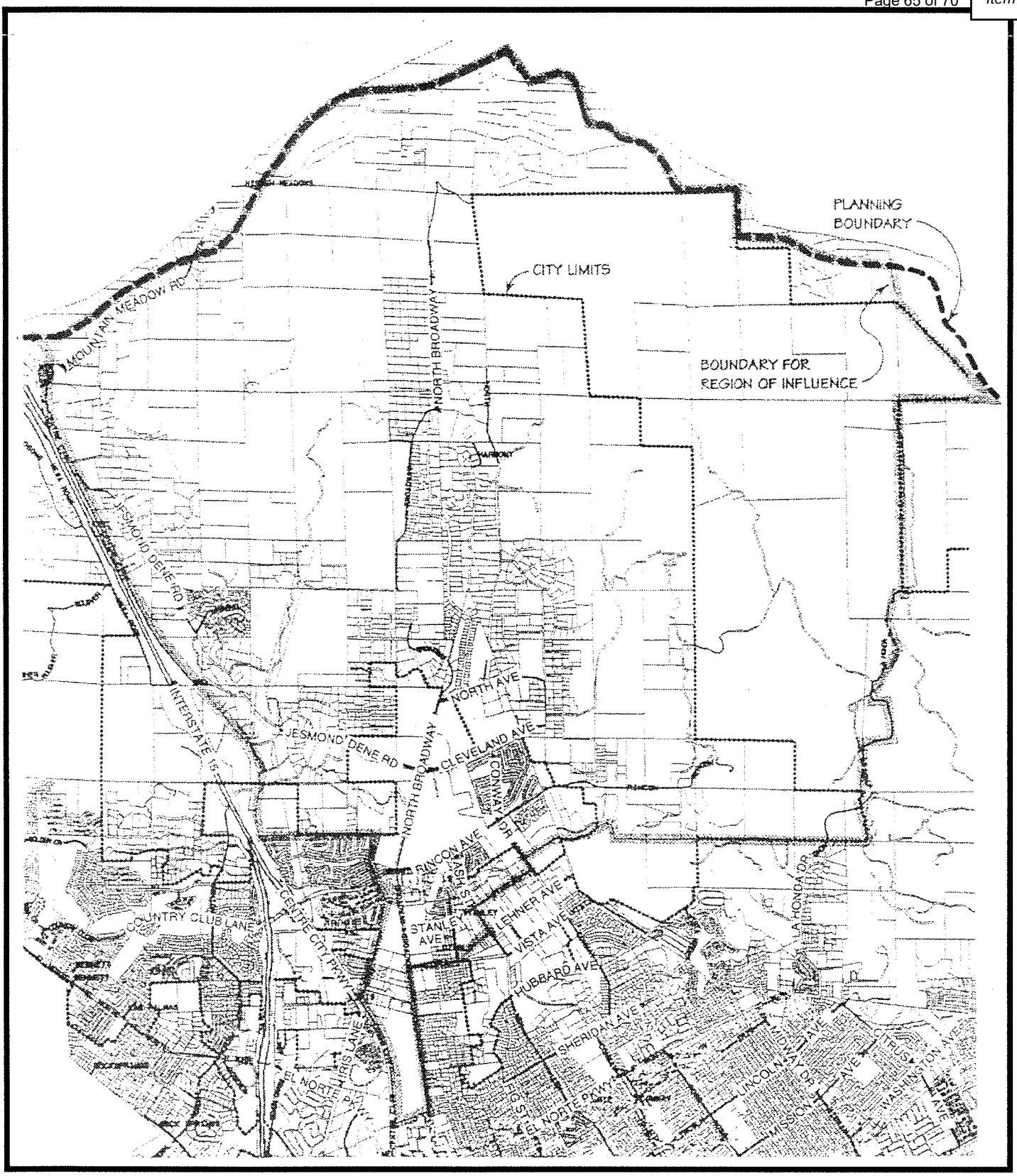
SDCWA Capacity Charge .....

TOTAL FEES $_____



GROWTH MANAGEMENT TIERS

Figure VI-1



REGION OF INFLUENCE

Permit Processing Fee Waivers for Targeted Commercial Areas

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

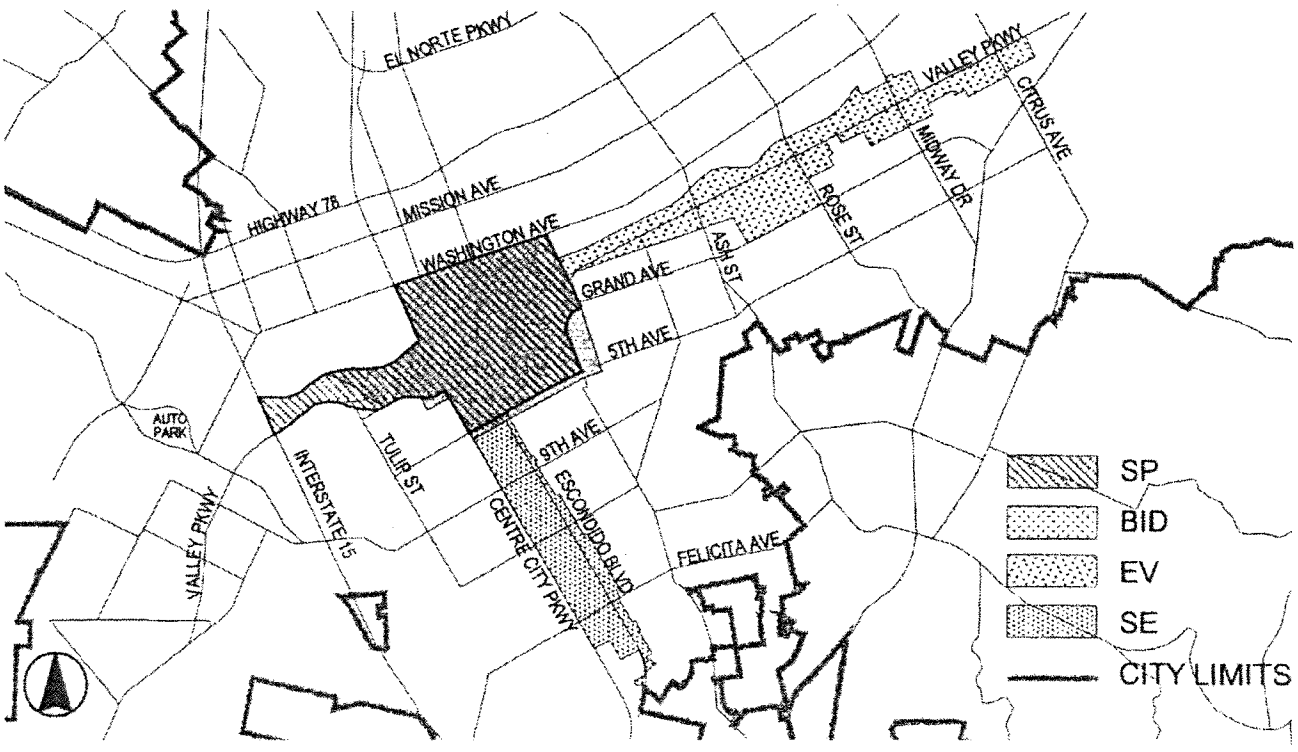
The following processing and permit fees will be waived to encourage improvement and enhancements of existing and expanding businesses located in the above areas:

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

Criteria for granting the waivers:

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

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



San Diego County Water Authority

CAPACITY CHARGE

WHO

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

WHAT

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

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

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

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

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

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

WHY

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

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

WHERE

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

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

WHEN

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

FOR FURTHER INFORMATION

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

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

(858) 522-6673

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

City of Escondido
Nonprofit Organization Fee Reduction Policy

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

Qualifications:

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

Application:

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

Fee Reductions:

- For qualified organizations, a 50% reduction, with a maximum total allowable reduction not to exceed $10,000, as applicable, will be given for connection fees (wastewater and water), development fees (public facility, Local traffic, park, drainage facility) and the art fee.

- Reductions of staff hard costs or pass-through fees will not be given. Examples include, but are not limited to, all processing fees, permit fees, state seismic fee, microfilming fee, San Diego County Water Authority Capacity Charge, etc.

- Where a property is eligible for multiple fee credits, the credit generating the greater amount shall be used.

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

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

September, 2001

City of Escondido
Community Energy Partnership Program

Incentives for Increased Energy Efficiencies

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

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

Community Energy Partnership Program (CEPP) projects requesting incentives from the City of Escondido shall submit information detailing how they meet the required criteria.
Building Division staff must be notified either prior to or at submittal for building permits if a project is requesting these incentives.
Once it is determined that the criteria are met, consideration may be given at the discretion of the Planning and Building Department/Building Division. No City Council action is required for individual projects.

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

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

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

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

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

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

EXHIBIT D

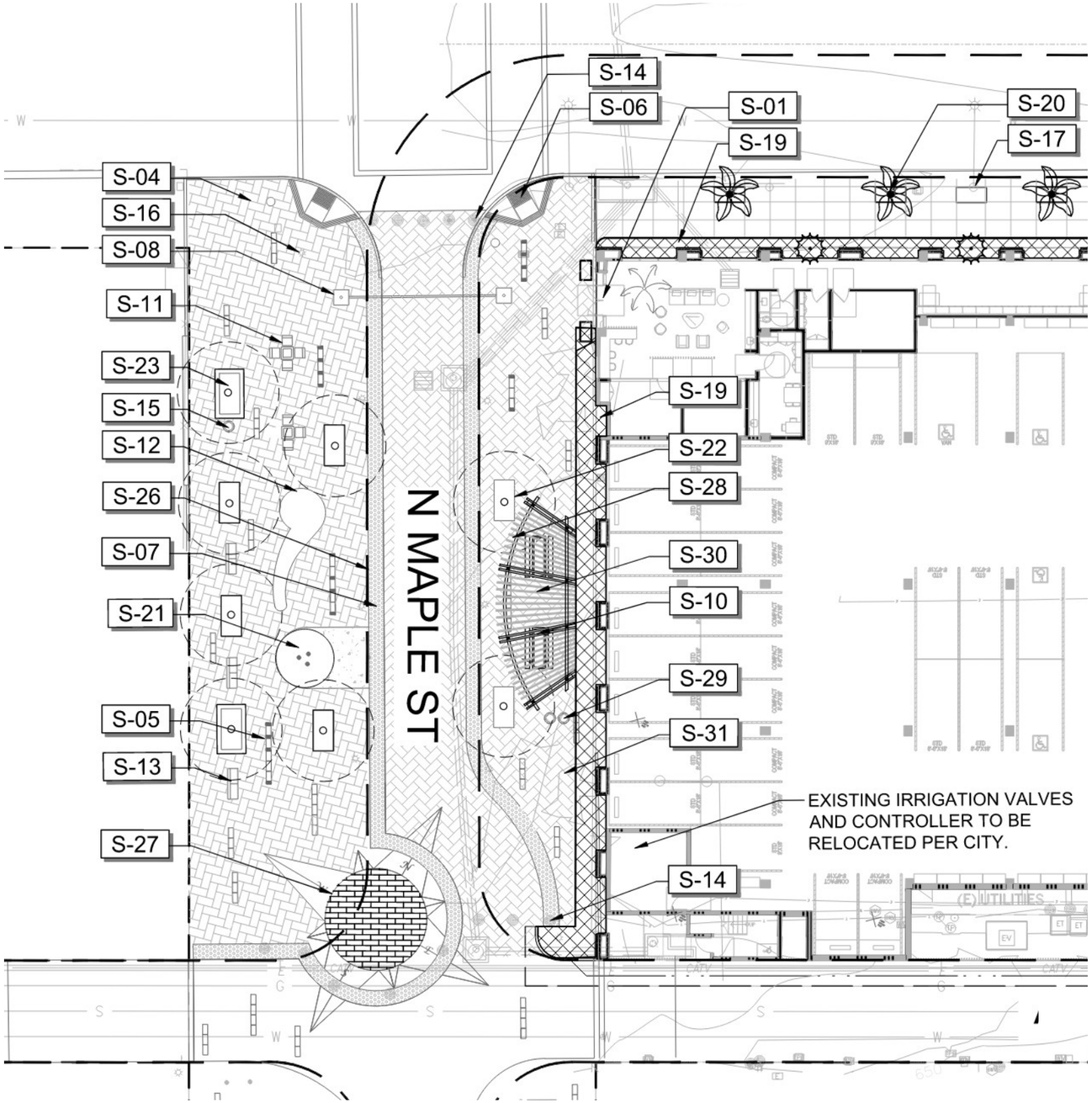
Maple Plaza Design

[See attached]

DRAFT

Exhibit D to Development Agreement

Map Source: Schmidt Design Group



CODE	DESCRIPTION
S-01	ENTRY CONOPY - 6 FT. PROJECTION INTO R.O.W.
S-02	NOT USED
S-03	NOT USED
S-04	EXISTING ENHANCED PAVERS TO REMAIN, TYP.
S-05	EXISTING DECORATIVE CONCRETE INLAY TO REMAIN, TYP.
S-06	EXISTING ACCESSIBLE RAMP TO REMAIN, TYP.
S-07	EXISTING TRUNCATED DOMES TO REMAIN, TYP.
S-08	EXISTING GATEWAY TO REMAIN.
S-09	BIKE RACKS
S-10	PICNIC TABLE WITH BENCHES, TYP.
S-11	EXISTING FURNITURE TO REMAIN, TYP.
S-12	EXISTING SCULPTURAL BENCH TO REMAIN
S-13	EXISTING BENCHES TO REMAIN, TYP.
S-14	EXISTING REMOVABLE BOLLARDS TO REMAIN, TYP.
S-15	EXISTING TRASH RECEPTACLE TO REMAIN
S-16	EXISTING LIGHT TO REMAIN, TYP.
S-17	EXISTING STREETLIGHT TO REMAIN, TYP.
S-18	DECORATIVE PLANTER POT, TYP.
S-19	PLANTING AREA, TYP.
S-20	PARKWAY PALM TREES WITH TREE GRATES.
S-21	EXISTING FOUNTAIN TO REMAIN.
S-22	EXISTING PLANTER TO REMAIN, TYP.
S-23	EXISTING TREE TO REMAIN, TYP.
S-24	EXISTING DRIVEWAY TO REMAIN
S-25	DRIVEWAY ENTRANCE TO PARKING
S-26	FIRE LANE. SEE CIVIL PLANS
S-27	EXISTING TREE AND PLANTER TO BE REMOVED. CURRENT LIMITS TO BE FILLED IN WITH DECORATIVE AND INTERPRETIVE PLAQUE. THIS AREA IS TO BE VEHICULAR RATED FOR FIRE TRUCK LOADING.
S-28	EXISTING PLAZA TRELLIS TO BE RELOCATED
S-29	EXISTING TRASH AND RECYCLING RECEPTACLES TO BE RELOCATED
S-30	EXISTING FURNITURE TO BE REMOVED, INFILL WITH DECORATIVE PAVERS TO MATCH EXISTING
S-31	EXISTING TREE WELL TO BE REMOVED

0 Feet 20

FIGURE 4

Modified Project Off-site Improvemen

RECON

M:\JOBS6\10483\env\graphics\fig4_addendum.afdesign 04/14/25 bma

Exhibit "E"

Fifth Addendum to the 2012 General Plan, Downtown Specific Plan Update, and Climate Action Plan Final Environmental Impact Report

Due to the number of pages, the documents can be reviewed at the link below, or by contacting the Planning Division at 760-839-4671.

Fifth Addendum to the 2012 General Plan, Downtown Specific Plan Update, and Climate Action Plan

Attachment 1 – Air Quality Report prepared by RECON, dated October 31, 2025

Attachment 2 – Local Mobility Analysis prepared by Rick Engineering, dated February 03, 2025

Attachment 3- Geotechnical Report prepared by Christian Wheeler Engineering, dated January 08, 2025

Attachment 4 – Climate Action Plan consistency checklist prepared by RECON

Attachment 5 – Storm Water Quality Management Plan, dated August 16, 2024

Attachment 6 – Drainage Study prepared by RECON, dated March 29, 2024

Attachment 7 – Noise Analysis prepared by RECON, dated April 15, 2025

Attachment 8 – Utilities Will Serve Letter, dated April 14, 2025

EXHIBIT "F"

PLANNING CASE NOS. PL24-0091/PL24-0092/PL24-0093/PL24-0095/PL25-0324

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. In order to evaluate the adoption of the 2012 General Plan, the Downtown Specific Plan Update, and Climate Action Plan ("Approved Project") under the California Environmental Quality Act (CEQA), a Final Environmental Impact Report ("FEIR") (SCH No. 20100716054) was certified by the Escondido City Council.
3. CEQA Guidelines Section 15164 allows for a lead agency to prepare an Addendum to a previously certified environmental document if some changes or additions to the project are necessary, but none of the conditions described in CEQA Section 15162 requiring preparation of a subsequent environmental document are present. The Planning Commission has reviewed and considered the certified FEIR, and the attached Project Addendum, and finds that these documents taken together contain a complete and accurate reporting of all of the environmental impacts associated with the modified Project, described herein. The Planning Commission further finds that the Addendum and administrative record have been completed in compliance with CEQA, and that the certified 2012 FEIR, and this Project Addendum, reflect the City's independent judgement.

4. Based on substantial evidence set forth in the record, including, but not limited to 2012 FEIR, and the attached Fifth Addendum, the Planning Commission finds and recommend that the City Council find that, based on the whole record before them, none of the conditions under CEQA Guidelines Section 15162 – 15163, requiring subsequent environmental review, have occurred because the modified project:

    a. Will **not** result in substantial changes that would require major revisions of the 2012 FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

    b. Will **not** result in substantial changes with respect to the circumstances under which the Project is developed that would require major revisions of the 2012 FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects;

c. Does **not** present new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 2012 FEIR was certified and was approved showing any of the following:

i. The Project will have one or more significant effects not discussed in the previous EIR or negative declaration;

ii. Significant effects previously examined will be substantially more severe than shown in the previous EIR;

iii. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

iv. Mitigation measures or alternative which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

5. Further, based on the substantial evidence set forth in the record, including but not limited to 2012 certified FEIR, and the Fifth Addendum prepared for the Project, the Planning Commission recommends that the City Council find that the applicable mitigation measures identified in the 2012 FEIR would ensure that any potential impacts would be reduced to less than significant levels. No new mitigation measures are required to mitigate environmental impacts associated with the modified Project. Therefore, the Addendum supports the City's consideration of the Project, as outlined in CEQA Guidelines Section 15162 and 15164.

6. Pursuant to CEQA Guidelines Section 15164, subdivision (c), the Addendum is not required to be circulated for public review, but can be attached to the original 2012 FEIR.

7. Pursuant to Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines section 15091(e), all documents and other materials which constitute the record of proceedings are located at the City of Escondido, City Hall. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the Planning Commission's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

Specific Plan Amendment Findings (PL24-0091)
(Section 33-1263 of Article 61 – Administration and Enforcement of the Escondido Zoning Code)

With respect to the Specific Plan Amendments, the Planning Commission finds and recommends that that City Council make the following findings for approval:

1. *That the public health, safety and welfare will not be adversely affected by the proposed change;*

As detailed in the Planning Commission staff report, dated November 18, 2025, the Specific Plan Amendment (SPA) will result in the removal of the ground-floor office or retail requirement, allow for an increase in height from four to five stories and from 60'-0" to 65'-0". The Downtown Specific Plan (DSP) has been amended several times over the last few years to allow for ground-floor residential uses subject to a Planned Development Permit; additionally, the height limit within the downtown is currently 6 stories and up to 85'-0" in height. The proposed amendments would allow an incremental increase in height for the subject property, and would allow for ground-floor residential uses. These amendments would not adversely affect the public health, safety and welfare as the Project complies with the City's standard conditions of approval.

2. *That the property involved is suitable for the uses permitted by the proposed zone;*

The SPA will result in the removal of the ground-floor office or retail requirement and would permit ground floor residential uses subject to a Planned Development Permit. The DSP encourages a range of housing types including but not limited to: mixed-use, shopkeeper units, and standalone residential units. The property would be suitable for this type of use as it would develop a standalone residential building adjacent to the downtown commercial core. The development of new housing opportunities adjacent to Grand Avenue would not frustrate the goals of the DSP in that the removal of the office or retail requirement would not hinder economic viability of the surrounding area due to the existence of existing commercial uses.

3. *That the uses permitted by the proposed zone would not be detrimental to surrounding properties;*

The SPA will allow for ground-floor residential uses on the subject site whereas the DSP currently requires ground floor retail or office uses. As discussed in the Planning Commission staff report, dated November 18, 2025, the use of the site for strictly residential purposes would not be detrimental to the surrounding properties in that the Project is adjacent to the downtown core which is comprised of a mix of non-residential uses.

4. *That the proposed change is consistent with the adopted general plan;*

As detailed in the Planning Commission staff report, dated November 18, 2025, the proposed change would further several of the goals and policies of the 2012 General Plan. The Project site is located within the Specific Planning Area 9 (SPA9) of the 2012 General Plan, and does not include a request to amend the 2012 General Plan.

5. *That the proposed change of zone does not establish a residential density below 70% of the maximum permitted density of any lot or parcel of land previously zoned R-3, R-4, or R-5 unless the exceptions regarding dwelling unit density can be made pursuant to the provisions set forth in Article 6;*

The Project does not include a change of zone, and thus this finding is not applicable to the Project. The Project would exceed the density allowed on the site; however, pursuant to the Density Transfer

Program, the Applicant has requested 50 units from the Downtown Density Credit Pool to permit construction of 128 dwelling units on the site.

6. That the relationship of the proposed change is applicable to specific plans.

The proposed change would be applicable to the DSP, and would be limited to the subject parcel. The proposed change will increase the height limits from four to five stories, and 60'-0" to 65'-0", and remove the requirement for ground-floor office or retail.

Development Agreement Findings (PL24-0094)
(Section 33-1138 of Article 58 – Development Agreements of the Escondido Zoning Code)

With respect the Development Agreement, the Planning Commission recommends that the City Council make the following findings for approval:

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

As detailed in the Planning Commission staff report, dated November 18, 2025, the Project is consistent with the goals and policies of the 2012 General Plan, and DSP in that the Project will redevelop an existing municipal parking lot, and construct 128 multi-family units. The Project complies with several policies of the DSP in that the Project introduces new housing in the City's urban core thus further increasing the economic viability of the downtown area. Notwithstanding the open space requirement and Specific Plan Amendment, the Project complies with objective standards of the DSP related to setbacks, height, and private storage.

2. 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 located within the Gateway Transit (GT) land use district of the DSP. The DSP is comprised of multiple land use districts which permit for a variety of residential uses ranging from mixed use and standalone residential uses. Some areas of the DSP require a commercial component on the ground-floor while others may permit ground floor residential uses through the Planned Development Permit process. The Project includes a Specific Plan Amendment to remove the ground-floor retail or office requirement, and allow for ground-floor residential uses through the Planned Development Permit. The Project and the associated entitlements would be compatible with the uses authorized in the land use district in which the property is located.

3. Is in conformity with public convenience, general welfare and good land use practices;

The Project will further the vision of the DSP and the General Plan by redeveloping a municipal parking lot into 128 multi-family units, and would contribute to the economic viability of the downtown area. The Project has been conditioned to meet City standards as it pertains to off-site improvements, and would not be detrimental to the general welfare of the community. The Development Agreement would allow a transfer of 50 units from the Downtown Density Credit Pool which was established to assist in the realization of the DSP which envisions a lively downtown environment with a mix of housing types. The Project is conformity with good land use practices because it is consistent with the goals of the DSP

and General Plan by encouraging reliance on automobiles, and encouraging alternative modes of transportation that reduce the impact of Greenhouse Gases on the environment.

4. *Will not be detrimental to the health, safety and general welfare;*

The Project, inclusive of the Development Agreement, will not be detrimental to the health, safety, and general welfare. The Project is located within an urban area of the City and can be serviced by existing utilities and public infrastructure. The Development Agreement establishes terms and conditions related to public art, open space reduction, compliance with the Climate Action Plan, and accessing the Downtown Density Credit Pool. The granting of the Development Agreement would not be detrimental to the health, safety and general welfare as the Project will comply with the City's standard conditions of approval related to new development in the City.

5. *Will not adversely affect the orderly development of property or the preservation of property values;*

The Project is located in an urban area, and revitalize the subject parcel which is currently occupied by a municipal parking lot. The Project will not affect the orderly development of the property or the preservation of property values in that the Project will redevelop an existing lot into new housing in the City's urban core.

6. *Is consistent with the provisions of Government Code Section 65864 et seq.*

The Project has been processed in accordance with Government Code Section 65864 in that the Development Agreement would provide assurances to the Applicant, and to the City, that the Project will be developed in a timely manner, and that further development of the Project will contribute to the long-term objectives of the DSP.

Planned Development Permit Findings (PL24-0093/PL24-0095)
(Section 33-403 of Article 19 – Planned Development of the Escondido Zoning Code)

With respect the Planned Development Permit, the Planning Commission recommends that the City Council make the following findings for approval:

1. *The location, design, and residential density of the proposed planned development is consistent with the goals and policies of the Escondido General Plan and any applicable specific plan or with any policies adopted by, or being considered by the Escondido city council, or in the process of being prepared and adopted;*

The Project includes development of a 128-unit multi-family building, with associated on-site amenities. The Project includes a request to amend the DSP to permit ground-floor residential uses whereas the DSP currently requires ground-floor retail or office uses on the first floor with residential above. The DSP allows for ground-floor residential uses subject to a Planned Development Permit, the Project's request would be consistent with that existing allowance. The Project also includes a request to access the Downtown Density Credit Pool to transfer 50 units from the pool to the Project site to achieve the proposed amount of units whereas 78 units would be permitted by-right. The intent of the Density Transfer Program is to ensure that the vision of 5,275 housing units in the downtown area comes to

fruition. The increase in density adjacent to a commercial corridor will improve the economic viability of the commercial businesses along Grand Avenue.

The location, design, and density would be consistent with the goals and policies of the 2012 General Plan and DSP in that the Project will redevelop an existing parking lot into housing units in the City's urban core, and will take advantage of the Density Transfer Program which was established to ensure buildout of the DSP is achieved.

2. *The proposed location allows the planned development to be well integrated with its surroundings;*

The Project is located in an urban area of the City, and is within walking distance of Grand Avenue which serves a major commercial corridor in the downtown. The Project includes a request to remove the requirement for ground floor retail or office, and to increase the building height to accommodate the Project; notwithstanding, the specific plan amendments, the Project is consistent with the DSP in that the Project continues to include a residential component, and does not exceed the maximum height permitted throughout the downtown area. The DSP envisions high density in the City's urban core, which includes taller building heights and different housing types.

3. *All vehicular traffic generated by the planned development will be accommodated safely and without causing undue congestion upon adjoining streets;*

As detailed in the Planning Commission staff report, dated November 18, 2025, a Local Mobility Analysis (LMA) (dated February 03, 2025) was prepared by Rick Engineering Inc for the Project. The LMA concluded that the Project would not impact surrounding intersections in that they currently operate at a Level of Service "C," and would continue to operate at a "C" with or without the Project in the near-term; furthermore, based on the LMA, the addition of traffic generated by the Project is not anticipated to result in queuing issues at the study intersections during peak hours.

Additionally, in this area of the DSP, the Level of Services threshold is "E" whereas, the studied intersections would continue to operate at a level of "C."

4. *The proposed location and design allow residents and business establishments proposed within the zone to be adequately serviced by existing or proposed public facilities and services and does not provide an undue or negative impact on existing public facilities and services. In appropriate circumstances, and as provided elsewhere by city code, the city may require that suitable areas for schools, parks and playgrounds, pedestrian ways or public open spaces be dedicated for public use, or reserved by deed covenant for the common use of all residents, establishments or operations in the development;*

The Project does not include a mix of residential and non-residential uses thus there would be no conflicts between different users on the site. The Project includes a standalone residential development and would provide open space for residents through common and private areas. Additionally, the Project will have access to Grape Day Park, and the proposed residences would not have an undue or negative impact on existing public facilities and services in that residential uses are currently permitted on-site; albeit, in a mixed-use design. The DSP anticipated some form of residential use on the site, and

anticipated impacts from the Project could be addressed through standard conditions of approval to ensure any impacts to public facilities and services would be minimal.

5. *The overall design of the proposed planned development produces an attractive, efficient and stable environment;*

The Project will redevelop an existing municipal parking lot into 128 multi-family dwelling units in the City's urban core. Notwithstanding the specific plan amendments, the Project complies with the land use allowances as it pertains to residential units on the Project site. The design of the Project complies with the design guidelines, standards, and policies of the DSP in that the Project includes large breaks between the building sections avoiding large box-like massing; additionally, the Project includes balconies along W Valley Parkway which introduce varying planes to the buildings primary façade.

6. *The planned development is well integrated with its settings, it does not require excessive earthmoving or grading, or destruction of desirable natural features, nor is visually obstructive or disharmonious with surrounding areas and facilities, and does not substantially harm major views from adjacent properties;*

The Project requires minimal grading due to the flat topography of the site, and will require the excavation of 1,400 cubic yards for the Project. The elevation of the site is approximately 649.13, and according to the civil plans, the elevation of the finish floor (i.e., floor surface of the building) will be 649.00 indicating very minimal grading work to the site.

7. *The uses proposed have a beneficial effect not obtainable under existing zoning regulations. Any departure from existing ordinance requirements shall be warranted by the design and the amenities incorporated in the planned development in accord with adopted city policy.*

The Project includes a Planned Development Permit to allow for ground-floor residential uses, a reduction in the required amount of open space; and, the use of tandem spaces. Notwithstanding, the specific plan amendments discussed in the Planning Commission staff report, dated November 18, 2025, the Project complies with all other provisions of the DSP related setbacks, private storage, etc.

Furthermore, the Planned Development Permit is consistent with the limitations set forth in the DSP as it pertains to deviations from existing ordinance requirements. The departure from the requirements of the DSP is warranted given the high-density nature of the site, and the size of the parcel; additionally, the increased density along a commercial corridor is consistent with the goals and visions of the DSP as discussed in the Planning Commission staff report, dated November 18, 2025.

Design Review Permit (PL25-0324)
(Section 33-1359 of Article 64 – Design Review of the Escondido Zoning Code)

With respect the Design Review Permit, the Planning Commission recommends that the City Council make the following findings for approval:

1. *The proposed site plan has been designed in a manner which is compatible with the natural and urban characteristics of the site and the surrounding neighborhood.*

As detailed in the Planning Commission staff report, dated November 18, 2025, the Project site is located within the downtown urban core. The Project site is surrounded by low-lying commercial buildings to the south, a vacant commercial building to the west, a low-intensity office building to the west, and City Hall to the north. The Project site currently allows for four stories and up to 60'-0" in height, and while the request would increase the number of stories from 4 to 5, and 60'-0" to 65'-0", the proposed design will still be consistent with urban characteristics of the surrounding neighborhood in that the DSP envisions an increase in residential density within the downtown which includes increased building heights in the City's urban core.

2. *The bulk, scale, and architectural design of the proposed structure are compatible with the character of the surrounding neighborhood.*

The Project includes development of a five-story building with a total height of 61'-0". The bulk, scale, and architectural design is compatible with the surrounding neighborhood in that the Project site is located in the City's downtown core which is governed by the DSP. The DSP contains development standards that regulate building form and massing such as setbacks, heights, open space, and off-street parking requirements. The DSP also contains design policies, standards, and guidelines that encourage increase intensity of pedestrian and vehicular activity. The Project incorporates elements that encourage these types of activities such as balconies adjacent to W Valley Parkway. Furthermore, the incorporation of the balconies reduces the massing of the building by providing depth to the building, and avoiding the appearance of large box-like structures.

3. *The project incorporates landscaping, irrigation and screening which is drought tolerant, appropriate for the site, and in compliance with the landscape standards established by the city.*

The Project site is located in the DSP which references Article 62 (Water Efficient Landscape Regulations) for landscape standards established by the City. The Project incorporates landscaping along the project's frontage, and a five-foot planter along Maple Plaza. The planter would provide additional screening to the ground-floor parking stalls, and is consistent with the design standards for parking structures as detailed in the DSP. The Applicant will pay an in-lieu fee to demonstrate consistency with the Climate Action Plan consistency checklist which requires developments to plant one tree per dwelling unit. Due to the high-density nature of the Project, the Project is unable to meet that requirement; however, the Applicant will pay an in-lieu fee of $34,450 ($325 per tree) to allow for planting through the City with emphasis placed on the downtown Area.

4. *All grading related to the project is in conformance to design standards set by Article 55, Grading and Erosion Control.*

The Project requires minimal grading due to the flat topography of the site, and will require the excavation of 1,400 cubic yards for the Project. The elevation of the site is approximately 649.13, and

according to the civil plans, the elevation of the finish floor (i.e., floor surface of the building) will be 649.00 indicating very minimal grading work to the site.

5. *The project has incorporated the applicable design review standards contained in the ordinance codified in this section and other applicable ordinances into the site layout and building design.*

As detailed in the Planning Commission staff report dated, November 18, 2025, the Project is governed by the DSP design guidelines, standards, and policies. The Project has been designed in a manner that complies with those guidelines established in the DSP; additionally, the Project complies with the objective development standards of the DSP, notwithstanding the requested height allowances. The Project incorporates a variety of materials (cement plaster, storefront windows, wooden trellises), and colors (green, beige, and white), and various architectural elements including balconies, moldings, and recessed areas to further bring attention to the building.

6. *The project is consistent with the goals and objectives on the city general plan*.

As detailed in the Planning Commission staff report dated November 18, 2025, the Project will redevelop an existing municipal parking lot into 128 multi-family units. The Project would provide new housing in the City's urban core, and would contribute to the City's regional housing needs as discussing in the adopted Housing Element. Among other reasons, the Project will also be located approximately .04 miles east of the North County Transit District, and thus encouraging alternative modes of transportation as envisioned in the City's adopted Land Use and Community Form element. If approved, the Project will serve as a gateway on the western end of the downtown, and will contribute to the economic viability of the area.

NO NET LOSS Findings

The City is taking steps to encourage, promote, and facilitate the development of housing consistent with policies 1.1 and 2.1 of the Housing Element of the General Plan, while accommodating the City's share of regional housing needs, consistent with Government Code section 65584. No Net Loss Law (Government Code section 65863) ensures development opportunities remain available throughout the planning period to accommodate a jurisdiction's Regional Housing Needs Allocation ("RHNA"), especially for lower- and moderate-income households. In general, jurisdictions cannot approve new housing at significantly lower densities or at different income categories than was projected in the Housing Element without making specific findings and identifying other sites that could accommodate these units and affordability levels "lost" as a result of the approval. The so-called "no net loss" provisions apply when a site is included in the jurisdiction's Housing Element's inventory of sites and is either rezoned to a lower residential density or is approved at a lower residential density than shown in the Housing Element. (Gov't Code § 65863(b)).

The Property is not identified on the Suitable Sites Inventory (SSI) as detailed in the City's adopted Housing Element. Thus, the Project is not subject to the provisions of No Net Loss. However, any units constructed as a part of a housing development approval on sites not identified on the SSI count toward the City's regional housing need ("RHNA"). Therefore, approval and subsequent construction of the proposed Project would result in 128 market-rate units counting toward the City's sixth cycle RHNA.

EXHIBIT "G"

PLANNING CASE NOS. PL24-0091/PL24-0092/PL24-0093/PL24-0092/PL25-0324

CONDITIONS OF APPROVAL

This Project is conditionally approved as set forth on the application received by the City of Escondido on **April 1, 2024**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated as **recommed for approval** on **November 18, 2025**, and shall not be altered without express authorization by the Development Service Department.

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

A. General:

1. **Acceptance of Permit.** If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:

   a. Acceptance of the Permit by the Applicant; and

   b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.

2. **Permit Expiration.** If the Permit was filed as or concurrent with a Tentative Map or Planned Development application, the Permit shall expire 36 months from the effective date of approval, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If <u>not</u> filed as concurrent with a Tentative Map or Planned Development application, the Permit shall automatically expire after one year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

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

3. **Certification.** The Director of 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 Proje drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. A final Approved Plan set, shall be submitted to the Planning Division for certification electronically. 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 Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Such "minor" modifications shall be processed through a substantial conformance process identified by the Planning Division. 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 Development Services Department.

6. **Certificate of Occupancy.**

   a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.

   b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Development Services.

7. **Availability of Permit Conditions.**

   a. Prior to building permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.

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

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

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

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

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

11. **Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

12.

a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increase after the date of this approval, the Applicant shall be responsible for the increase.

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

13. **Legal Description Adequacy.** The legal description attached to the application has been provided by the Applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.

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

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

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

a. The Applicant shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Indemnified

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

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

c. The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw

as such costs, expenses, and fees are incurred. Within 14 days after receiving written notic 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.

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

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 Development Services, Building Official, City Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

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

2. **Agency License and Permitting.** In order to make certain on- or off-site improvements associated with the Approved Plan set, the Permit request may require review and clearance from other agencies. Nothing in these Conditions of Approval shall be construed as to waive compliance with other

government agency regulations or to obtain permits from other agencies to make certain on- or off-site improvements prior to Final Map recordation, grading permit issuance, building permit issuance, or certificate of occupancy as required. This review may result in conditions determined by the reviewing agency.

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

3. **Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.

4. **Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.

5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).

6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.

7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.

8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.

9. **Anti-Litter**. The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.

10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.

11. **Trash Enclosures.** All appropriate trash enclosures or other approved trash systems shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.

12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.

13. **Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.

14. **Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.

15. **Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Development Services 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.

16. **Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase

of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

C. Parking and Loading/Unloading.

1. Parking spaces provided by the Applicant, and any additional parking spaces provided above the required minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The striping shall be drawn on the plans or a note shall be included indicating double-striping per City standards.

2. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with the State Building Code.

3. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

4. Tandem parking provided shall not exceed 25% of the total residential units.

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

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.

2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.

3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.

4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.

5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.

6. **Landscaping Plans.** Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.

   a. A final landscape and irrigation plan shall be submitted to the Engineering Services Department for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal lf the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.

   b. Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy.

   c. The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.

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

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

E. Specific Planning Division Conditions:

1. The Project shall comply with the revised Mitigation Monitoring and Reporting Program attached to th Fifth Addendum to the Final Enviromental Impact Report (FEIR) of the 2012 General Plan, Downtown Specific Plan update, and Climate Action Plan and included as Exhibit "H" of Resolution 2025-10. The applicable measures have been summarized below:

Air Quality

Air-1: Construction Dust Control Measures. During grading activities for any future development within the General Plan Update planning area boundary, the onsite construction superintendent shall ensure implementation of standard best management practices to reduce the emissions of fugitive dust, including but not limited to the following actions:

i. Water any exposed soil areas a minimum of twice per day, or as allowed under any imposed drought restrictions. On windy days or when fugitive dust can be observed leaving the construction site, additional water will be applied at a frequency to be determined by the onsite construction superintendent.

ii. Temporary hydroseeding with irrigation will be implemented on all graded areas on slopes, and areas of cleared vegetation will be revegetated as soon as possible following grading activities in areas that will remain in a disturbed condition (but will not be subject to further construction activities) for a period greater than three months during the construction phase.

iii. Operate all vehicles on the construction site at speeds less than 15 miles per hour.

iv. Cover all stockpiles that will not be utilized within three days with plastic or equivalent material, to be determined by the onsite construction superintendent, or spray them with a non-toxic chemical stabilizer.

v. If a street sweeper is used to remove any track-out/carry-out, only PM10 efficient street sweepers certified to meet the most current South Coast Air Quality Management District Rule 1186 requirements shall be used. The use of blowers for removal of track-out/carry-out is prohibited under any circumstances.

Air-2: Air Quality Impact Assessment. An Air Quality Impact Analysis shall be prepared for projects within the General Plan Update boundary that exceed one of the air quality study trigger criteria in Table 4.3 12, Air Quality Impact Analysis Trigger Criteria.

Cultural and Palenotological Resources

Cul 3: Require that significant archaeological resources be preserved in-situ, as feasible. The incorporation of resources into historical parks and multiple use recreation parks shall be encouraged. When avoidance of impacts is not possible, data recovery mitigation shall be required for all significant resources. Any significant artifacts recovered during excavation, other than cultural material subject to repatriation, shall be curated with its associated records at a curation facility approved by the City. Excavation of deposits of Native American origin shall be coordinated with and monitored by local Native American representatives.

Cul 4: Develop management and restoration plans for identified and acquired properties with cultural resource

Cul-5: Support the dedication of easements that protect important cultural resources by using a variety of funding methods, such as grant or matching funds, or funds from private organizations.

Cul-6: Protect significant cultural resources through coordination and consultation with the NAHC and local tribal governments, including SB-18 review.

Noise

Noi-1: Construction Vibration Best Management Practices. All general construction activities that take place within 100 feet of a building with the potential to be damaged by excessive vibration, or use pile-driving, blasting, or other high-impact construction equipment within 200 feet of a daytime NSLU (public and private educational facilities, churches, libraries, museums, cultural facilities, golf courses and passive recreational parks) shall implement the following construction BMPs recommended by the Federal Railroad Administration in the High Speed Ground Transportation Noise and Vibration Impact Assessment (2005):

1. Sequence of operations:

a. Phase demolition, earthmoving, and ground-impacting operations so as not to occur in the same time period.

2. Alternative construction methods:

a. Avoid impact pile driving where possible in vibration-sensitive areas. Drilled piles or the use of a sonic or vibratory pile driver causes lower vibration levels where the geological conditions permit their use.

b. Select demolition methods not involving impact, where possible. For example, sawing bridge decks into sections that can be loaded onto trucks results in lower vibration levels than impact demolition by pavement breakers, and milling generates lower vibration levels than excavation using clam shell or chisel drops.

c. Avoid vibratory rollers and packers near sensitive areas.

2. Prior to issuance of a building permit, the Applicant shall execute and record the Development Agreement and comply with all associated terms and conditions of the agreement.

3. Pursuant to the Climate Action Plean Measure Consistency Checklist, the Applicant shall ensure compliance through construction notes on applicable post-entitlement plans (e.g. building, off-site improvements, etc.)

    a. Electric Vehicle Charging Stations (Measure T-1.2 & T-1.4)

        i. The Project shall comply with the most recently updated version of the California Building Energy Efficiency Standards (Title 24, Part 6).

ii. A minimum of 10 percent of the total parking spaces shall be provided with electr vehicle charging stations.

b. Pedestrian Infrastructure (Measure T-3.2)

i. The Project shall improve the project frontage by including embellished landscaping, enhanced paving, bicycle racks, enhanced pedestrian lighting and a public art mural on the eastern side of the building. The southern side of the building facing the alley shall include include a public art piece and enhanced pedestrian lighting.

c. Alternatively Fueled Water Heaters (Measure E-4.1 and E-4.2)

i. All units shall include an electric heat pump water heater.

d. Eletric Cooking Appliances (Measure E-4.2)

i. All units shall include only electric cooking appliances.

e. Tree Planting (Measure C-9.1)

i. The Applicant shall be pay in-lieu fee totaling $34,450 to be used for tree planting projects throughout the City.

4. Prior to issuance of a building permit, the Applicant shall submit for review of public art as detailed in Article 37 (Public Art) of the Escondido Zoning Code.

5. Pursuant to the Noise Analysis prepared by RECON, dated April 15, 2025, an interior noise assessment shall be submitted prior to building permit issuance identifying the necessary components to achieve interior noise levels of 45 CNEL.

6. Prior to issuance of a grading permit, the Applicant shall provide written verification to the City that a Native American monitor(s) associated with the Rincon Band of Luiseno Indians have been retained to implement a monitoring program. This verification shall be presented to the City in any contract execution. The City, prior to any preconstruction meeting, shall approve all persons involved in the monitoring program.

7. Prior to the issuance of a grading permit, the project applicant shall provide written evidence to the Escondido Planning Division that a qualified professional paleontologist has been retained to review the proposed project area to determine the potential for paleontological resources to be encountered. If there is a potential for paleontological resources to occur, the paleontologist shall identify the area(s) where these resources are expected to be present, and a qualified paleontological monitor shall be retained to monitor the initial cut in any areas that have the potential to contain paleontological resources. The paleontological monitor shall be present at the pre-grading conference, shall establish

procedures for paleontological resource surveillance, and shall establish, in cooperation with the project applicant and the City of Escondido, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of any paleontological resources discovered during grading and construction, as appropriate. If the paleontological resources are found to be significant, the paleontological observer shall determine appropriate actions, in cooperation with the project applicant and the City of Escondido, for exploration and/or salvage. Because many small specimens can only be recovered by screening and picking matrix, it is recommended that substantial matrix samples should be collected and processed to recover the fossils. All specimens recovered shall be prepared to the point of identification prior to their deposition into an accredited scientific institution. Costs of the provisions identified above shall be borne by the project developer or its agents. The paleontologist shall submit a follow-up report to the Escondido Planning Division, which shall include the period of inspection, an analysis of any artifacts found, and the present repository of the artifacts.

F. Specific Engineering Division Conditions:

ENGINEERING CONDITIONS OF APPROVAL
151 W. Valley Pkwy. – PL24-0091

GENERAL

1. The Developer shall provide the City Engineer with a current Preliminary Title Report covering subject property.

2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with proposed project or improvements, these facilities shall be relocated subject to approval of the owner of the utility/facility prior to approval of Grading plans and issuance of Building Permits.

3. Improvement plans prepared by a Civil Engineer, required for all public street, public easement, utility, storm drain improvements and a Grading/Private Improvement plan prepared by Civil Engineer is required for all grading, drainage and private onsite improvement design shall be submitted for review through the City's virtual plan review portal as a single package containing all items on the Engineering Initial Submittal Checklists. Landscaping Plans shall be prepared by a Landscape Architect.

4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.

5. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the Developer with the City of Escondido prior to the approval of any building permit.

6. If site conditions change adjacent to the proposed development prior to completion of the project, th Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.

7. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be corrected by the Developer to the satisfaction of the City Engineer.

8. The Developer's engineer shall submit through the City's virtual plan review portal to the Planning Department a copy of the Master and Precise Development Plan as presented to the Planning Commission and approved by the City Council together with any changes contained in the adopted final conditions of approval. A copy shall be signed or certified by the Planning Department verifying that they are an accurate reproduction of the approved Master and Precise Development Plan and a copy must be included with the first Final Engineering submittal for plan check through the City's virtual plan review portal to the Engineering Department.

9. A Continuing Encroachment Permit for this project's use of the Maple Street Plaza right-of-way for the Property Owner's required maintenance of storm water facilities, canopy and entrance improvements, and landscaping in the surrounding public right-of-ways must be applied for, and in conjunction, a perpetual liability insurance policy with the City as an additionally insured must be put in place shall be submitted for review and approval through the City's virtual plan review portal.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be constructed to City Standards in effect at the time of Final Engineering approval and shall be submitted on public improvement plans prepared by a Civil Engineer. Specific details, including final concrete driveway apron design for the project entrances, concrete curb & gutter and sidewalk replacement, drainage, street lighting, etc. shall be resolved to the satisfaction of the City Engineer.

2. The parking entrance from Valley Parkway shall be constructed as an alley-type driveway apron with a minimum throat width of 24 feet and 20-foot radius side transitions and an ADA path of travel near the R/W line to the satisfaction of the City Engineer.

3. The existing traffic signal pole currently being used as a modified street light just to the west of the existing driveway apron off of Valley Parkway shall be removed and salvaged to the City Public Works yard and shall be replaced with an LED street light in accordance with Escondido Standard Drawing No. E-1-E.

4. The existing curb & gutter and sidewalk along the project's (northerly) side of the alley and the existing driveway apron off of the alley into the project site shall be completely removed and shall be replaced with either full height PCC curb and gutter or new 4-foot-wide PCC ribbon gutter across the proposed alley parking spaces.

5. The existing street light in the alley shall be relocated 10 feet to the east and shall be retrofitted with an LED light head in accordance with Escondido Standard Drawing No. E-1-E.

6. The public alley shall be adequately illuminated from the project building structure to the satisfaction of the City Engineer and Building Official. This lighting shall be maintained by the property owner.

7. The Developer will be responsible for a minimum 1 ½" grind and 2" asphalt concrete overlay of Valley Parkway in full lane widths as necessary due to the required utility and storm drain installation. The determination of the extent of the grind and overlay shall be to the satisfaction of the City Engineer.

8. The Developer will be responsible for a minimum 1 ½" grind and 2" asphalt concrete overlay of the alley due to the many utility trenches necessary to serve this project, and shall be completed prior to issuance of a Certificate of Occupancy.

9. The Developer shall remove and replace all damaged sidewalk, curb and gutter along all project frontages to the satisfaction of the City Engineer prior to issuance of a Certificate of Occupancy.

10. Adequate horizontal sight distance shall be provided at all entrances. Restrictions on landscaping and placement of planter walls may be required at the discretion of the City Engineer.

11. The Developer's engineer shall prepare and submit through the City's virtual plan review portal for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.

12. The Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to project construction traffic to the satisfaction of the City Engineer.

13. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.

14. All gated entrances shall be approved by the City Engineer, Building Official, and the Fire Marshal.

15. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and any requested materials placement within existing rights-of-way to the satisfaction of the City Engineer. This plan shall include any proposed sidewalk closures and provide for alternate pedestrian access around the project site. This plan shall be approved prior to the issuance of an Encroachment Permit for construction or other project activities within the public right-of-way.

16. The Developer will be required to make arrangements for offsite parking including shuttle service if necessary for all construction and employee vehicles. A Construction Period Parking Management Plan shall be submitted to and approved by the City Engineer prior to work in this Lot 1 Parking Lot. The City Engineer shall have the ability to monitor and request changes to this plan as needed to minimize impact to the public and surrounding businesses.

17. Due to the amount of grading export from the project site and expected construction material deliveries, the Developer's traffic engineer will be required to provide a detailed haul route and truck trip scheduling plan for review and approval by the City Engineer. Material deliveries and export operations shall be limited to outside of the peak traffic hours. This scheduling plan shall be approved prior the issuance of an Encroachment Permit.

GRADING and SITE IMPROVEMENTS

1. A site grading and erosion control plan shall be approved by the Engineering Department prior to issuance of any Building Permits. The first submittal of the grading plan shall be accompanied by a copy of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.

2. The Developer shall, in conjunction with the Grading plans, submit structural shoring plans for th foundation construction to the Building Department for approval by the Building and Engineering Departments. The Developer will be required to pay for the required third-party structural engineering review of these shoring plans.

3. Any proposed retaining walls not a part of the building foundations or stem walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in the Geotechnical report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Stem walls, foundation structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.

4. The developer shall be required to obtain permission from adjoining property owners for any off-site grading or work necessary to construct the project and/or the required improvements.

5. Only those street furniture items and architectural features specifically identified for removal or relocation shall be disturbed. All other items shall be protected in place and any damage to these items shall be corrected or compensated for to the satisfaction of the City Engineer and Director of Community Development. Before work in this area commences a final review and tabulation of the items in the Maple Street Plaza Right-of-way to be disturbed shall be approved by the City Engineer.

6. Street pavers in the Maple Street Plaza shall be replaced and reinstalled in all areas disturbed and their installation shall extend into areas where street furniture and architectural features have been removed or relocated. Pavers in areas designated as Fire access shall be installed to meet Fire Department vehicle loading requirements to the satisfaction of the Fire Marshall and City Engineer.

7. The existing parking lot light poles and fixtures shall be removed and salvaged to the City Public Works yard.

8. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the project.

9. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.

10. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.

11. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.

12. All existing foundations, structures, trees not otherwise noted to remain or be relocated shall be removed or demolished from the site.

13. The parking entrance grades shall conform to current Escondido Design Standards and Escondido Standard Drawings for driveways.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be designed to the satisfaction of the City Engineer and shall be based on a Drainage Study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.

2. A minimum 18" RCP storm drain lateral will be required to serve the new proposed type B curb inlet along Valley Parkway curb line. This lateral and inlet shall be included with profiles on the public Improvement plans.

3. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment calculations, post-construction storm water treatment measures, and maintenance requirements and responsibilities both for onsite treatment and also any "Green Street" facilities located in the public right-of-way. The SWQMP shall demonstrate how proposed proprietary best management practices meet bio-filtration treatment requirements in accordance with the City's Storm Water Design Manual.

4. All site drainage including the parking along the alley shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The grading and landscape plans will need to reflect these areas of storm water treatment.

5. All drainage associated with the project's public street improvements other than overlay shall be treated to remove expected contaminants using "Green Street" standard facilities. The maintenance in perpetuity of these "Green Street" or other storm water treatment facilities in the public right-of-way shall be the responsibility of the Property Owner and shall be detailed in the Storm Water Quality Management Plan (SWQMP).

6. The Developer is required to have the current owner of the property sign and notarize for recording a Storm Water Control Facility Maintenance Agreement.

7. All on-site storm drains are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner.

8. All storm water treatment and retention facilities and their drains including the bio-retention basins and planters, any permeable paver areas shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner.

WATER SUPPLY

1. The Developer is required at their sole expense to design and construct an 8-inch public PVC water main. This water main shall connect to the existing 10-inch water main located in the alley adjacent to the southerly side of the project. The 8-inch water main shall connect to this 10-inch water main at the intersection of the alley and Maple Street and extend northerly for an adequate distance so that the required fire service and water meters may connect perpendicularly to the new 8-inch water main. Fire hydrants shall connect to a minimum 8-inch water main. Fire service lines shall connect to a minimum 8-inch water main.

2. All on-site water lines and backflow prevention devices beyond the City water meter shall be considered private water system. The property owner shall be responsible for all maintenance of these water lines and appurtenances.

3. A 1-inch minimum water service, 1-inch water meter, and reduced pressure backflow prevention device shall be required for domestic water supply per City of Escondido Design Standards and Standard Drawings. Water meters and backflow prevention devices shall not be installed within a driveway apron or on private drive areas. Backflow prevention assemblies are private and should be located on private property. Backflows shall be located directly behind the public meter.

4. No trees or deep-rooted bushes shall be planted within 10-feet of any water mains.

5. There shall be no permanent structures located within the City's Public utility Easements.

6. Improvement plans for all proposed water mains and appurtenances shall be prepared by a Civil Engineer and submitted to the City of Escondido for review and approval.

7. All public water mains shall be located under asphalt or concrete pavement and not under curbs, gutters, medians or sidewalks.

8. Any water services to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the public water meter to the satisfaction of the Utilities Engineer and Water Distribution Department.

9. Any fire hydrants to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the fire hydrant per the satisfaction of the Utilities Engineer and Water Distribution. Existing fire hydrants shallThe Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Utilities Engineer and Water Distribution Department.

10. The Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Utilities Engineer and Water Distribution Department.

11. All public water mains shall be located within the Right-of-way or within a minimum 20-foot public utility easement (PUE). Private storm drains, private utilities and permanent structures are not allowed within the PUE. The final locations and sizing of all required water mains, water services, fire Hydrants, detector check assemblies. And other water appurtenances shall be designed and installed to the satisfaction of the Director of Utilities and the Utilities engineer.

SEWER

1. No trees or deep-rooted bushes shall be planted within 15-feet of any sewer main or within 10-feet of any sewer lateral. Sewer laterals shall be 5-feet horizontally clear from other utilities.

2. All sewer laterals shall be considered a private sewer system. The property owner shall be responsible for all maintenance of sewer laterals to the public sewer main.

3. Any sewer mains, laterals, and appurtenances shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings, and to the satisfaction of the Utilities Engineer.

4. The project design shall be such that all existing or new sewer manholes are accessible at all times by City Vactor trucks for maintenance.

5. The Developer shall cap and plug at the public sewer main all sewer lines and laterals to be abandoned, to the satisfaction of the Utilities Engineer and the City Inspector.

6. The location of all sewer laterals shall be shown on the grading and improvement plans.

7. All public sewer mains, if required, shall be located in the right-of-way or within a minimum 20-foot public utility easement (PUE). Private storm drains, private utilities and permanent structures are not allowed within the PUE.

LANDSCAPE

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan for review and approval by Engineering and Planning Departments. The Landscape plans shall be approved prior to issuance of Building Permits. The initial submittal of the landscape plans shall include the required plan check fees.

EASEMENTS AND DEDICATIONS

1. All easements, both private and public, affecting subject property shall be shown and delineated on the Grading and Improvement Plans.

2. Public utility easements for sewer, water, storm drain, etc. which are deemed necessary by the City Engineer shall be granted to the City.

3. The Developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the Grading plans and Building Permits. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Grading plans and Building Permits. Building permits will not be issued for construction which will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed.

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

SURVEYING AND MONUMENTATION

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

REPAYMENTS AND FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be

drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of $5,000 up to a maximum of $60,000, unless a higher amount is deemed necessary by the City Engineer.

2. Unless otherwise specified in the Development Agreement, the Developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

UTILITY UNDERGROUNDING AND RELOCATION

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

Exhibit "H"

Revised Mitigation Monitoring and Reporting Program

Table 9 Mitigation Monitoring and Reporting Program Incorporated into the Modified Project		
Mitigation Measure	Timing of Action(s) and Verification	Responsible Party(ies)
Air Quality		
Air-1: Construction Dust Control Measures. During grading activities for any future development within the General Plan Update planning area boundary, the onsite construction superintendent shall ensure implementation of standard best management practices to reduce the emissions of fugitive dust, including but not limited to the following actions: i. Water any exposed soil areas a minimum of twice per day, or as allowed under any imposed drought restrictions. On windy days or when fugitive dust can be observed leaving the construction site, additional water will be applied at a frequency to be determined by the onsite construction superintendent. ii. Temporary hydroseeding with irrigation will be implemented on all graded areas on slopes, and areas of cleared vegetation will be revegetated as soon as possible following grading activities in areas that will remain in a disturbed condition (but will not be subject to further construction activities) for a period greater than three months during the construction phase. iii. Operate all vehicles on the construction site at speeds less than 15 miles per hour. iv. Cover all stockpiles that will not be utilized within three days with plastic or equivalent material, to be determined by the onsite construction superintendent, or spray them with a non-toxic chemical stabilizer. v. If a street sweeper is used to remove any track-out/carry-out, only PM_{10} efficient street sweepers certified to meet the most current South Coast Air Quality Management District Rule 1186 requirements shall be used. The use of blowers for removal of track-out/carry-out is prohibited under any circumstances.	During grading activities	City of Escondido; Project Proponent
Air-2: Air Quality Impact Assessment. An Air Quality Impact Analysis shall be prepared for projects within the General Plan Update boundary that exceed one of the air quality study trigger criteria in Table 4.3 12, Air Quality Impact Analysis Trigger Criteria.	An Air Quality Analysis was prepared for the Modified Project by RECON Environmental, Inc. and is included as Attachment 1 to this Addendum.	Complete
Cultural and Paleontological Resources		
Cul 3: Require that significant archaeological resources be preserved in-situ, as feasible. The incorporation of resources into historical parks and multiple use recreation parks shall be encouraged. When avoidance of impacts is not possible, data recovery mitigation shall be required for all significant resources. Any significant artifacts	If cultural resources are discovered during ground disturbing activities	City of Escondido; Project Proponent

Table 9 Mitigation Monitoring and Reporting Program Incorporated into the Modified Project		
Mitigation Measure	Timing of Action(s) and Verification	Responsible Party(ies)
recovered during excavation, other than cultural material subject to repatriation, shall be curated with its associated records at a curation facility approved by the City. Excavation of deposits of Native American origin shall be coordinated with and monitored by local Native American representatives.		
Cul 4: Develop management and restoration plans for identified and acquired properties with cultural resources.	If cultural resources are discovered during ground disturbing activities	City of Escondido; Project Proponent
Cul-5: Support the dedication of easements that protect important cultural resources by using a variety of funding methods, such as grant or matching funds, or funds from private organizations.	If cultural resources are discovered during ground disturbing activities	City of Escondido
Cul-6: Protect significant cultural resources through coordination and consultation with the NAHC and local tribal governments, including SB-18 review.	The City met with Rincon on December 5, 2024, and March 17, 2025, during which Rincon requested the presence of Native American monitors during any ground disturbing activities. The Modified Project will be conditioned to include a Rincon Native Monitor to be on-site during grading activities.	City of Escondido; Project Proponent
Noise		
Noi-1: Construction Vibration Best Management Practices. All general construction activities that take place within 100 feet of a building with the potential to be damaged by excessive vibration, or use pile-driving, blasting, or other high-impact construction equipment within 200 feet of a daytime NSLU (public and private educational facilities, churches, libraries, museums, cultural facilities, golf courses and passive recreational parks) shall implement the following construction BMPs recommended by the Federal Railroad Administration in the High Speed Ground Transportation Noise and Vibration Impact Assessment (2005): 1. Sequence of operations: a. Phase demolition, earthmoving, and ground-impacting operations so as not to occur in the same time period. 2. Alternative construction methods: a. Avoid impact pile driving where possible in vibration-sensitive areas. Drilled piles or the use of a sonic or vibratory pile driver causes lower vibration levels where the geological conditions permit their use. b. Select demolition methods not involving impact, where possible. For example, sawing bridge decks into sections that can be loaded onto trucks results in lower vibration levels than impact demolition by pavement breakers, and milling generates lower vibration levels than excavation using clam shell or chisel drops. c. Avoid vibratory rollers and packers near sensitive areas	During Construction Activities	City of Escondido; Project Proponent

CITY of ESCONDIDO

STAFF REPORT

Agenda Item No. 3
November 18, 2025
Tentative Future Agenda Items

DATE: November 18, 2025

TO: Planning Commissioners

FROM: Veronica Morones, 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:
- 70-unit Townhome development with General Plan Amendment and zone change
- Office to residential conversion in the Downtown Specific Plan Area

Policy Work:
- 2023 & 2024 CY Climate Action Plan APR
- Housing Element Implementation Ordinances
    - Ministerial/by-right ordinance
    - Permanent Supportive Housing ordinance
    - ADU ordinance comprehensive update

Informational Presentations:
- California Environmental Quality Act
- North County Mall Permit History