

Exhibit D

PLANNING CASE NO. PL23-0319

CONDITIONS OF APPROVAL

This Project is conditionally approved as set forth on the application received by the City of Escondido on September 26, 2023, and the Project drawings consisting of Site Plan, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans, and Colored Elevations; all recommended for approval on May 14, 2024, 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.

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

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

action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. 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. 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 grading 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 term's 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. Clerk Recording.

- a.** State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increases after the date of this approval, the Applicant shall be responsible for the increase.
- b.** For more information on filing fees, please refer to the County Clerk's Office and/or the California Code of Regulations, Title 14, Section 753.5.

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

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:

18. 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.

19. 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.

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

21. 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.

- 22. Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
- 23. Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.

32. 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.

C. Parking and Loading/Unloading.

1. A minimum of 97 parking spaces shall be provided at all times. Said parking spaces provided by the Applicant, and any additional parking spaces provided above the required, minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The 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. In accordance with the California Green Building Standard Code, at least eight (8%) percent of the total number of required spaces shall be designated for clean air vehicles

(CAV), and shall be shown on the revised site plan to the satisfaction of the Planning and Building divisions.

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

D. Landscaping: The property owners' association assumes all responsibility for maintaining all on-site landscaping; any common areas, 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 of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or

superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.

- b.** Screening walls, retaining walls, storm improvements, and landscaping (i.e., planting and irrigation) is to be provided prior to final occupancy.
- c.** The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
- d.** Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of 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 applicant shall be responsible for ensuring that all Conditions of Approvals identified included as Exhibit "D" to this resolution, are implemented.
- 2.** The Project shall be managed by a professional management company. A self-managed Home Owners Association ("HOA") shall not be allowed. This prohibition against a self-managed HOA must be reflected in the Project's Covenants, Conditions, and Restrictions ("CC&Rs").
- 3.** Proposed Private Driveways shall be marked in red with "Fire Lane NO Parking" stenciled and/or appropriate signage to be approved by the Fire Marshall or representative.
- 4.** The Applicant shall be required to file with the City a declaration of covenants, conditions and restrictions, pursuant to sections 33-1108 and 33-959 Covenants, conditions and restrictions of the Escondido Zoning Code.

5. The Applicant shall provide options for in-garage storage shelves along the side walls and/or provide options for a ceiling-storage area above the cars on building plan set at the time of building permit plan check, satisfying the 80 square foot storage requirement.
6. The original for-rent Project was conditionally approved under Major Plot Plan (PL21-0042) and those conditions remain in effect. The proposed Project under (PL23-0319) if adopted is conditionally approving the conversion to a condominium subdivision development. Should there be any discrepancies or inconsistency between the conditions of approvals (PL21-0042 or PL23-0319) the Director of Development Services, or their designee shall determine which condition shall prevail.

F. Specific Fire Department Conditions:

1. Fire underground lines, fire sprinkler, and fire alarm plan shall be deferred submittals.
2. Approved access and adequate water supply shall be provided prior to the start of construction.

G. Specific Engineering Division Conditions

GENERAL

1. The Developer shall provide the City Engineer with a Subdivision Guarantee and a current Preliminary Title Report covering subject property.
2. The location of all existing on-site and adjacent utilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, these utilities 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, utility, and storm drain improvements, and Grading/Private Improvement plans prepared by Civil Engineer, required for all grading, drainage and private onsite improvement design, shall be submitted for review through the 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 and Surety Grading Bond 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 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, the Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
7. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be corrected by the Developer to the satisfaction of the City Engineer.
8. The Developer shall submit to the Planning Department a copy of the tentative map as presented to the Planning Commission. The tentative map will be certified by the Planning Department that it is an accurate reproduction of the approved tentative map and must be uploaded with the first final engineering submittal to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. The project entrance off Escondido Blvd. shall be constructed as an alley-type driveway apron in accordance with Escondido Standard Drawing No. G-5-E, with a throat width of 30 feet.
2. The developer shall construct a 6" concrete curb along the west side of Escondido Boulevard at a curb-to-curb street width of 36' to complete the improvements to Frontage Road Standards and both sides of Escondido Blvd. shall be designated and signed as "No Parking". A min. of 2' wide of new full structural section asphalt concrete over aggregate base shall be constructed adjacent this required 6" curb. Additional grind and overlay may be required for adequate street cross fall drainage to the east side curb and gutter.
3. The Developer shall install a South Bound Left Turn pocket into the project with required transitions and storage per current City and MUTCD Standards. Parking along Escondido Boulevard shall be restricted to accommodate lane widths and this left turn pocket into the project. The Developer shall install "No Parking" signage per an approved Signing and Striping plan.
4. 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.
5. 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.
6. All unused driveways and sidewalk under drains shall be removed and replaced with full height curb and gutter and sidewalk in accordance with City standards.

7. A new LED street light shall be installed per Escondido Standard Drawing E-1-E on the north side of the project entrance off S. Escondido Blvd.
8. Adequate horizontal sight distance shall be provided at all street intersections and driveway entrances. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer.
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. The Developer may be responsible for an overlay of portions of S. Escondido Blvd. due to utility and storm drain trenching necessary to serve this project. The determination of the extent of any required overlay shall be to the satisfaction of the City Engineer.
11. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.
12. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities within the Escondido Blvd. right-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.

GRADING

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department prior to issuance of building permits. The first submittal of the grading plan shall be accompanied by 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. All private access drives and parking areas shall be paved with a minimum of 3" asphalt concrete over 6" of aggregate base or 7" Portland cement concrete over 6" aggregate base. All paved areas exceeding 15% slope or less than 1.0% shall be paved with Portland cement concrete.
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. The Developer will be required to pay for all required third party structural engineering review of these structural calculations and details. 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 Department plan review and Building Permit process.

4. Increased cut slope setbacks may be required along the project boundary to avoid disrupting any existing septic systems in the adjoining residential areas and may be required to avoid encountering ground water problems. Actual setbacks to be used will be based on recommendations of the soils engineer. The requirements of the San Diego County Health Department should be consulted in this regard. In lieu of these requirements, or if the County Health Department requirements cannot be met, the developer must arrange to connect adjoining existing dwelling units, now on private septic systems, to the public sewer system. In this regard, the developer will be required to make necessary arrangements for all main extensions, easements and payment of all connection and permit fees.
5. Cut slope setbacks must be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.
6. All retaining walls and screen walls, stairs and raised landings shall be constructed completely within the Project property and shall not encroach into the public R/W.
7. The entrances to the private alleyways off the private roadway serving garages for the units within the Project shall be designed and constructed with 15' minimum radius curb returns except for private alleyway "D" which shall have 28' minimum radius curb returns and be designed as the Fire vehicle turn-around to the satisfaction of the City Engineer and Fire Marshal.
8. The private alleyways shall be 24" minimum in width to the bottom of the 2nd story level and the "clear to the sky" minimum separation between any part of the apartment buildings opposite each other shall be 20'.
9. The private alleyways shall have continuous 8" deep PCC zero-height or rolled curb or banding over approved base along both sides.
10. The Developer shall design and construct any permeable paver surfaces proposed for the project to the specifications of the version of the County of San Diego Green Streets manual approved by the County at the time the grading permits are issued. All permeable paver surfaces within the project footprint that are subject to vehicular traffic shall be designed for H2O loading.
11. The address of each dwelling unit shall either be painted on the curb or posted in such a manner that the address is clearly visible from private drive "A". The address shall be placed in a manner and location approved by the City Engineer, City Planner, and Fire Marshal.
12. Street lighting shall be required on all on-site private streets and alleyways. It shall be the responsibility of the Property Owner to adequately maintain the street lighting.
13. The Developer will be required to obtain permission from adjoining property owners for any off-site grading or other work necessary to construct the project and/or the required improvements, or the Developer shall modify the project design so the construction in question is contained within the project's property lines.
14. 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.

15. 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.
16. 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.
17. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
18. All existing foundations, structures, trees not otherwise designated "to remain" on the Plot plan, shall be removed or demolished from the site.
19. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a Final 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. All on-site storm drains are private. The responsibility for maintenance of these storm drains shall be that of the Home Owner's Association.
3. The project shall limit drainage flows to their pre-construction rates. Details and calculations for any underground detention vaults shall be submitted and approved as part of the grading plan check.
4. A Final 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 calculations for treatment, hydromodification, and storage volumes. The SWQMP shall include detailed maintenance requirements and responsibilities for all onsite conveyance, diversion, treatment, and UG detention facilities. The SWQMP shall demonstrate how any proposed proprietary best management practices like modular wetlands meet bio-filtration treatment requirements in accordance with the City's Storm Water Design Manual.
5. Trash enclosures shall be covered and be constructed to comply with storm water quality management requirements to the satisfaction of the City Engineer.
6. The Developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.
7. The Home Owner's Association (HOA) shall perpetually maintain any permeable paver surfaces in accordance to the standards established by the County of San Diego Green Streets manual in effect at the time the grading permits are issued. City shall have the right to inspect all permeable surfaces as needed to ensure they function as designed. City shall

have the right to require qualified third-party testing at the property owner's expense when surface failure is suspected. Contractor qualifications are outlined in the County of SD Green Streets manual. The Property owner will be required to repair or reinstall the permeable paver surface for all failing surfaces to County of San Diego Green Streets manual standards in place at the time of the grading permit. In the event of failure to maintain the permeable pavers system that result in not functioning as designed, the Property Owner will be responsible to replace the pervious pavers system with an alternate method of storm water treatment and/or attenuation.

8. All onsite and offsite storm water treatment and retention facilities and their drains including modular wetlands, and underground storage, any permeable paver areas shall be considered private. The responsibility for maintenance and repair of all project constructed/installed post construction storm water treatment facilities both onsite and in the adjacent public right-of-way shall be that of the Home Owner's Association.

WATER SUPPLY

1. The Developer is required at their sole expense to design and construct an 8-inch diameter public water main. The 8-inch water main shall connect to the existing 12-inch diameter water main in South Escondido Blvd. and continue through the site to the end of proposed Private Drive "A". The 8-inch water main shall be designed and constructed in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.
2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshall. Fire hydrants shall connect to a minimum 8-inch diameter water main.
3. The final locations and sizing of all required water mains, water services, fire hydrants, detector check assemblies, and other water appurtenances shall be designed and installed to the satisfaction of the Director of Utilities, the Utilities Engineer, and Fire Marshal.
4. All public water mains shall be located under asphalt or concrete pavement and not under curbs, gutters, medians or sidewalks.
5. Fire suppression and sprinkler systems beyond the Detector Check Valves are private and shall be designed and constructed per current Building, Plumbing, and Fire Code Standards, and per the requirements of the City Fire Marshal and City Building Official and shall be approved by a separate submittal to the Building Department. Although private and approved by separate plans and permit, all fire suppression lines shall be shown for reference and review on the various final engineering plan sets.
6. All on-site domestic water lines and backflow prevention devices beyond the City water meter shall be considered a private water system and shall be designed and constructed per current Building and Plumbing Code Standards, and per the requirements of the City Building Official and shall be approved by a separate submittal to the Building Department.
7. This private domestic water and/or fire suppression and sprinkler systems shall be limited to perpendicular crossings of the City's required public utility mains and public utility easements. The Home Owner's Association shall be responsible for all maintenance of these private water and fire suppression lines and appurtenances.

8. A 1-inch minimum water service, 1-inch water meter, and backflow prevention device shall be required for domestic water supply per City of Escondido Design Standards and Standard Drawings. Water meters and backflow prevention devices shall not be installed within a driveway apron or within private drive areas.
9. No trees or deep-rooted bushes shall be planted within 10-feet of any water mains or services.
10. There shall be no permanent structures located within the City's Public Utility Easements.
11. Backflow prevention assemblies are private and should be located on private property. Backflows shall be located directly behind the public meter.
12. 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.
13. 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.
14. The Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Utilities Engineer and Water Distribution Department.

SEWER

1. The Developer is required at their sole expense to design and construct an 8-inch diameter public sewer main. The 8-inch sewer main shall connect to the existing manhole located in S. Escondido Blvd south of the project site. This sewer main shall be extended northerly up S. Escondido Blvd and easterly into the site within Private Drive "A".
2. The Developer shall also design and construct a minimum 6-inch private sewer main in each of private drives B, C, D and E. These private sewer mains shall connect to the public 8-inch sewer main in Private Street A with a WYE and shall end with a clean out. Standard 4-inch sewer laterals shall be designed and constructed to serve each individual unit from these private sewer mains.
3. The Developer at their sole expense shall connect the adjacent property (APN 238-141-16) to the east of the project to City sewer and their existing septic system formally abandoned with San Diego County Health Dept. oversight. This sewer lateral connection to this property shall either be designed and installed from the proposed new onsite public sewer main in Private Drive "A" or be designed and installed from the existing public sewer main in Cranston Drive. This sewer lateral design shall be shown on the improvement plans. It shall be the responsibility of the Developer to pay all plan check, connection, and inspection fees required by the City of Escondido and the San Diego County Health Department.
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. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings and per the current Uniform Plumbing Code.
6. 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.
7. All sewer laterals and the 6" private sewer mains in Private Drives B, C, D, and E shall be considered a private sewer system. The Home Owner's Association shall be responsible for all maintenance of sewer laterals and private 6" sewer mains to the public sewer main in Private Drive "A".
8. 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 Engineer.
9. The location of all sewer laterals shall be shown on the grading and improvement plans.

LANDSCAPING

1. Site landscaping and irrigation plan for the project and for all right-of-way areas along the project frontages shall be prepared by a Licensed Landscape Architect and submitted to the Engineering Department with the second submittal of the grading plans for review and approval by Engineering and Planning Departments. The initial submittal of the landscape plans shall include the required plan check fees.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. The Developer shall dedicate on the Final Map an additional 1 foot of right-of-way across the project's entire Escondido Blvd. frontage.
2. All private and public easements affecting subject property both proposed and existing to remain shall be shown, delineated, dimensioned, and clearly labeled on all final engineering plan sets.
3. The Developer shall grant to the City of Escondido on the Final Map, a minimum 24' wide public utility easement over all of Private Drive "A" (curb to curb). Additional areas not less than 5' wide of public utility easement shall be granted to the City as needed to cover all onsite fire hydrants, water meters, DDCAs, and other utility appurtenances.
4. The Developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed project prior to recordation of the Final Map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Grading plans. Building permits will not be issued for structures in which construction will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed.

CC&R's

1. Copies of the CC&R's with all exhibits shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map. These City approved CC&Rs with all exhibits shall be executed and recorded with and immediately subsequent to the Final Map recordation.
2. The Developer shall make provisions in the CC&R's for maintenance and services by the Home Owners' Association of all private drive aisles, parking areas, private utilities (including sewer and water), utility access, trash enclosures and trash service, all storm water treatment facilities, drainage swales, private street lighting, private storm drains, any common open spaces, graffiti removal, and all the landscaping, irrigation, walls, and fences identified in the Landscape Section of these Engineering Conditions of Approval. These provisions must be included, reviewed and approved by the Engineering and Planning Departments prior to approval of the Final Map.
3. The CC&R's must state that the Home Owners' Association assumes liability for damage and repair of City utilities in the event that damage is caused by an individual owner or the Home Owners' Association when repair or replacement of private utilities is done.
4. The CC&R's must state that (if stamped concrete or pavers are used in the private street) the homeowners' association is responsible for replacing the stamped concrete or pavers in-kind if the City has to trench the street for repair or replacement of an existing utility.
5. The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Storm Water Quality Management Plan (SWQMP) for the project.

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 Best Management Practices devices and materials, 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, retaining walls, walls, drainage facilities, landscaping and irrigation, and best management practices items of work up to a maximum of \$50,000, unless a higher amount is deemed necessary by the City Engineer.
2. Waterline repayment per File #113 in the amount of \$3,130.60 is due to the City of Escondido for the existing 12" waterline improvements in Escondido Blvd. that will serve this development.
3. 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. Any existing overhead utilities within the project boundary or along fronting streets shall be relocated underground as required by the City's Undergrounding Ordinance.
2. The Developer shall sign a written agreement stating that they have made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.