

Planning Commission
Hearing Date: January 09, 2024

Effective Date: January 19, 2024

PLANNING COMMISSION RESOLUTION NO. 2024-01

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF ESCONDIDO, CALIFORNIA, FOR
APPROVAL OF A CONDITIONAL USE PERMIT FOR
A WIRELESS FACILITY

APPLICANT: Harold Thomas Jr. (MD7)

CASE NO: PL23-0304

WHEREAS, Harold Thomas Jr. ("Applicant"), filed a land use development application, Planning Case No. PL23-0304, ("Application") constituting a request for a Conditional Use Permit to allow for construction of a 65'-0" high mono-eucalyptus wireless communication facility ("Project") on a 1.09 gross acre site located at 960 W El Norte Parkway (APN: 226-350-65-00), in the General Commercial (C-G) 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, Wireless Communication Facilities are a conditionally permitted uses within the C-G Zone, subject to the approval of a Conditional Use Permit, in accordance with Section 33-706 of Article 34 (Communication Antennas) of the Escondido Zoning Code; and

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

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

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

WHEREAS, on January 9, 2024, the Planning Commission held a duly noticed public hearing as prescribed by law, at which time the Planning Commission received and considered the reports and recommendation of the Planning Division and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the Planning Commission, including, without limitation:

- a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;

- b. Oral testimony from City staff, interested parties, and the public;
- c. The staff report, dated January 9, 2024, 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 judgment, has determined the Project to be exempt from environmental review pursuant to CEQA Guidelines section 15303 (New Construction or Conversion of Small Structure).
3. After consideration of all evidence presented, and studies and investigations made by the Planning Commission and on its behalf, the Planning Commission makes the substantive findings and determinations attached hereto as Exhibit "C," relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the Planning Commission reached a decision on the matter as hereinafter set forth.
4. The Application to use the Property for the Project, subject to each and all of the conditions hereinafter set forth in Exhibit "D," is **hereby approved** by the

Planning Commission. The Planning Commission expressly declares that it would not have approved this Application except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the use permitted hereby.

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

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

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

1. NOTICE IS HEREBY GIVEN that the Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Project is subject to certain fees described in the City of Escondido's Development Fee Inventory

on file in both the Community Development and Public Works Departments. The Applicant shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed to ensure that new development pays the capital costs associated with growth. The Applicant is advised to review the Planned Fee Updates portion of the web page, www.escondido.org, and regularly monitor and/or review fee-related information to plan for the costs associated with undertaking the Project.

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

PASSED, ADOPTED, AND APPROVED by a majority vote of the Planning Commission of the City of Escondido, California, at a regular meeting held on the 9th day of January, 2024, by the following vote, to wit:

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

RICK PAUL, 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.

Alexander Rangel, Minutes Clerk
Escondido Planning Commission

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

EXHIBIT "A"
LEGAL DESCRIPTION

Property located in San Diego County, California

Parcel 1:

Parcel 5 of Parcel Map No. 10943, in the City of Escondido, in the County of San Diego, State of California, according to Map thereof, filed in the Office of the County Recorder of San Diego County, January 30, 1981, being a division of a portion of Section 8, Township 12 South, Range 2 West, San Bernardino Meridian, according to the Official plat thereof.

Excepting therefrom that portion described as follows:

Beginning at the Southeast corner of said Parcel 5; thence along the Easterly boundary thereof, North 05° 37' 56" East 378.41 feet to an angle point therein; thence leaving said Easterly boundary North 84° 22' 04" West 2.96 feet; thence parallel with and 2.96 feet Westerly of said Easterly boundary, South 05° 37' 56" West 378.83 feet to the Northerly line of El Norte Parkway as shown on said parcel map; thence along said Northerly line North 87° 28' 30" East 2.98 feet to the point of beginning.

A non-exclusive easement for roadways, walkways, ingress and egress, the parking of motor vehicles and use of facilities installed for the comfort and convenience of customers, invitees, contractors, and employees of the common areas all as more particularly described in an instrument entitled easements with covenants and restrictions affecting land (ECR) by and between Safeways Store, Incorporated, a Maryland corporation and Santa Anita Development Corporation, a California corporation, recorded January 30, 1981, as File No. 81-031054 over that portion of Parcel 5 of Parcel Map No. 10943, in the City of Escondido, County of San Diego, State of California, according to Map thereof, filed in the Office of the County Recorder of San Diego County, January 30, 1981, being a division of a portion of Section 8, Township 12 South, Range 2 West, San Bernardino Meridian, according to the Official Plat thereof, described as follows:

Beginning at the Southeast corner of said Parcel 5; thence along the Easterly boundary thereof, North 05°37'56" East, 378.41 feet to an angle point therein; thence leaving said Easterly boundary North 84°22'04" West, 2.96 feet; thence parallel with and 2.96 feet Westerly of said Easterly boundary, South 05°37'56" West, 378.83 feet to the Northerly line of El Norte Parkway, as shown on said parcel map; thence along said Northerly line, North 87°28'30" East, 2.98 feet to the point of beginning.

The easement herein described is hereby declared to be appurtenant to and for the use and benefit of the present and future owners of all or any portions of Parcels A, B and C above.

Non-exclusive easements encumbering Parcels 1, 2, 5, 6, 7 and 8 of Parcel Map No. 10943 for roadways, walkways, ingress and egress, the parking of motor vehicles and use of facilities installed for the comfort and convenience of customers, invitees, contractors, and employees on the common areas all as more particularly described in an instrument entitled, easements with covenants and restrictions affecting land (ECR) by and between Safeway Stores, Incorporated, a Maryland corporation and Santa Anita Development Corporation, a California corporation, recorded in the Office of the County Recorder of San Diego County, State of California, on January 30, 1981, as File No. 81-031054.

AND BEING A PORTION of the same property conveyed to Regency Centers, L.P., a Delaware limited partnership from Regency Realty Corporation, a Florida corporation, successor-by-merger to Pacific Retail Trust, a Maryland real estate investment trust by Grant Deed dated March 1, 1999 and recorded April 2, 1999 in Instrument No. 1999-0223400.

Tax Parcel No. 226-350-43-00

All that portion of Parcels 5 and 8 of Parcel Map No. 10943, in the City of Escondido, County of San Diego, State of California, according to Map thereof recorded in the Office of the County Recorder of San Diego County, January 30, 1981, more particularly described as follows:

Beginning at the most Northerly Northwest corner of said Parcel 7, said point being also in the Southerly line of Nutmeg Street, thence North 88°53'21" East along said Southerly line, 119.38 feet to the True Point of Beginning; thence South 7°50'06" West 539.73 feet; thence North 84°22'04" West 136.48 feet; thence North 5°37'56" East 38.54 feet; thence North 84°22'04" West 100 feet to the Easterly line of the land described in deed to School Employees Retirement Board of Ohio recorded December 15, 1982 as File No. 82-383488, of Official Records; thence along the boundary of said land South 5°37'56" West 185.00 feet to the Northerly line of El Norte Parkway as shown on said Parcel Map, thence along said Northerly line North 87°28'30" East 254.83 feet to the Southeasterly corner of said Parcel 8; thence North 7°50'67" East 652.49 feet to the Northeasterly corner of said Parcel 8; thence along the Northerly line; thence South 88°53'21" West 20.25 feet to the True Point of Beginning.

AND BEING the same property conveyed to Forest F.R. Fisher, as Trustee under Declaration of Trust dated July 31, 1972 from S.D.W., LP, a California limited partnership by Partnership Grant Deed dated June 22, 2000 and recorded June 27, 2000 in Instrument No. 2000-0337920; AND FURTHER CONVEYED to Forest F. R. Fisher, an undivided two percent (2%) of a one percent (1%) interest from Forest F. R. Fisher, as Trustee under Declaration of Trust dated July 31, 1972 by Grant Deed dated December 23, 2019 and recorded January 22, 2020 in Instrument No. 2020-0033948; AND FURTHER CONVEYED to Nigel N. F. Fisher and Forest F. W. Fisher, each an undivided one percent (1%) of a one percent (1%) interest from Forest F. R. Fisher, as to an undivided two percent (2%) of a one percent (1%) interest by Grant Deed dated December 23, 2019 and recorded January 22, 2020 in Instrument No. 2020-0033949; AND FURTHER CONVEYED to 44678 Valley Center, LLC, a California limited liability company, a total of an undivided one percent (1%) interest from Forest F. R. Fisher, as Trustee under Declaration of Trust dated July 31, 1972, as to an undivided ninety-eight percent (98%) of a one percent (1%) interest; Nigel N. F. Fisher, as to an undivided one percent (1%) of a one percent (1%) interest and Forest F. W. Fisher, as to an undivided one percent (1%) of a one percent (1%) interest by Grant Deed dated December 23, 2019 and recorded January 22, 2020 in Instrument No. 2020-0033950; AND FURTHER CONVEYED to Fisher Real Estate Partners (Escondido), L.P., a California limited partnership from Forest F. R. Fisher, as Trustee under Declaration of Trust dated July 31, 1972, as to an undivided ninety-nine percent (99%) interest and 44678 Valley Center, LLC, a California limited liability company, as to an undivided one percent (1%) interest by Grant Deed dated December 23, 2019 and recorded January 22, 2020 in Instrument No. 2020-0033951.

Tax Parcel No. 226-350-65-00

EXHIBIT “B”

PROJECT PLANS

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

PROJECT DESCRIPTION

AT&T WIRELESS PROPOSES TO CONSTRUCT NEW WIRELESS FACILITY, THE SCOPE WILL CONSIST OF THE FOLLOWING:

AT ANTENNA LEVEL:

- INSTALL (1) 60'-0" HIGH MONO-EUCALYPTUS TOWER
- INSTALL (3) SITE PRO 1 W/ 4 PORTS 120 DBM SECTOR MOUNTS
- INSTALL (1) SITE PRO MSPAA COLLAR MOUNT
- INSTALL (3) DUAL RRH MOUNTS
- INSTALL (6) PANEL ANTENNAS
- INSTALL (3) AIR6419 B77D ANTENNAS
- INSTALL (3) AIR6449 B77G ANTENNAS
- INSTALL (3) DC9 SURGE SUPPRESSORS
- INSTALL (8) RRUS
- INSTALL (12) 2SCH40, 8'-0" LONG PIPE MOUNTS
- INSTALL (6) 2SCH40, 4'-0" LONG PIPE MOUNTS
- INSTALL (3) FIBER CABLE TRUNKS
- INSTALL (9) DC CABLES

AT EQUIPMENT LEVEL:

- REMOVE LANDSCAPE AS REQUIRED
- INSTALL (1) 15'-0"x20'-0"x8'-0" HIGH CMU WALL ENCLOSURE
- INSTALL (1) 8'-0" DOUBLE SWING ACCESS GATE
- INSTALL (2) PURCELL FLX21 CABINETS
- INSTALL (1) VERTIV 512 DOPP CABINET
- INSTALL (1) 13'-8"x18'-8" CONCRETE PAD
- INSTALL (1) NEW GENERAC SD030 30KW DIESEL GENERATOR W/ 200 GAL TOTAL TANK CAPACITY
- INSTALL (1) EMERGENCY SHUT OFF SWITCH
- INSTALL (1) CIENA BOX
- INSTALL (1) GPS ANTENNA
- INSTALL (2) SERVICE LIGHTS
- INSTALL (2) DC12 SURGE SUPPRESSORS
- INSTALL (1) TELCO BOX
- INSTALL (1) 200AMP METER
- INSTALL (1) DISCONNECT
- INSTALL (1) PTLC W/ CAM LOK AND 200AMP PANEL
- INSTALL (1) H-FRAME
- INSTALL (6) UNISTRUTS
- INSTALL (1) FIRE EXTINGUISHER CABINET
- INSTALL (1) FIRE EXTINGUISHER

SITE INFORMATION

PROPERTY OWNER: FISHER REAL ESTATE PARTNERS (ESCONDIDO) LP
LATITUDE: 33° 08' 50.71"
LONGITUDE: -117° 06' 21.04"
GROUND ELEVATION: 745.66± AMSL
JURISDICTION: CITY OF ESCONDIDO
ZONING: C-G (GENERAL COMMERCIAL)
PARCEL #: 2263506500
COUNTY: SAN DIEGO
OCCUPANCY GROUP: U - UNMANNED
CONSTRUCTION TYPE: IIB
POWER COMPANY: SDG&E
TELEPHONE COMPANY: AT&T

PROJECT TEAM

APPLICANT:
AT&T WIRELESS
7337 TRADE STREET
SAN DIEGO, CA 92121
PROJECT MANAGER:
HAROLD THOMAS JR
858-750-1798
hthomas@md7.com
ASE CONTACT:
MORRISON HERSHFIELD CORP
JOSH REYNOLDS
1455 LINCOLN PKWY, SUITE 500
ATLANTA, GA 30346
770-379-8500
jreynolds@morrisonhershfield.com

ZONING / SITE ACQUISITION:
MD7 LLC
10590 W. OCEAN AIR DRIVE
SUITE 250
SAN DIEGO, CA 92130
CONSTRUCTION:
AT&T MOBILITY
5855 COPELY DRIVE
SAN DIEGO, CA 92111
RF ENGINEER:
AT&T WIRELESS
CRISTIAN SOTO
CS450G@EXO.ATT.COM

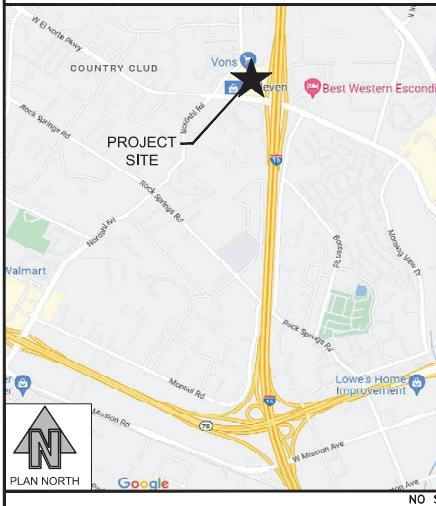


CAL03158
USID: 320853 FA# 15863420
SITE ID: CAL03158
960 "1/2" WEST EL NORTE PARKWAY
ESCONDIDO, CA 92026
5G NR 1SR CBAND

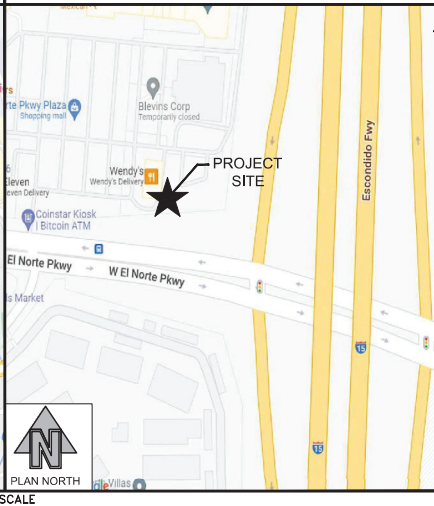
EXHIBIT B

LOCATION MAPS

VICINITY MAP



AREA MAP



DRIVING DIRECTIONS

FROM SAN DIEGO INTERNATIONAL AIRPORT:

HEAD EAST ON N HARBOR DR TOWARD MCCAIN RD. USE THE LEFT 3 LANES TO TURN LEFT ONTO W GRAPE ST. USE THE RIGHT 2 LANES TO TAKE THE RAMP ONTO I-5 S. MERGE WITH I-5 S. TAKE EXIT 16 TO MERGE WITH CA-163 N TOWARD ESCONDIDO. MERGE WITH I-15 N. TAKE EXIT 33 FOR EL NORTE PKWY. USE THE MIDDLE LANE TO TURN LEFT ONTO W EL NORTE PKWY. TURN RIGHT AT THE 2ND CROSS STREET AT BOURBON RD. TURN RIGHT. TURN RIGHT. TURN RIGHT. DESTINATION WILL BE ON THE RIGHT.

ENGINEERING

1. 2022 EDITION OF THE CALIFORNIA BUILDING CODE VOLUME 1
2. 2022 EDITION OF THE CALIFORNIA BUILDING CODE VOLUME 2
3. 2022 EDITION OF THE CALIFORNIA MECHANICAL CODE
4. 2022 EDITION OF THE CALIFORNIA PLUMBING CODE
5. 2022 EDITION OF THE CALIFORNIA ELECTRICAL CODE
6. 2022 EDITION OF THE EXISTING BUILDING CODE
7. 2022 EDITION OF THE CALIFORNIA FIRE CODE
8. 2022 EDITION OF THE CALIFORNIA ENERGY CODE
9. 2022 EDITION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE
10. 2021 INTERNATIONAL PROPERTY MANAGEMENT CODE

APPROVALS

AT&T RF ENGINEER: _____ DATE: _____
AT&T OPERATIONS: _____ DATE: _____
SITE ACQUISITION: _____ DATE: _____
CONSTRUCTION MANAGER: _____ DATE: _____
PROPERTY OWNER: _____ DATE: _____
ZONING: _____ DATE: _____
PROJECT MANAGER: _____ DATE: _____

DRAWING INDEX

SHT NO.	DESCRIPTION
ATS01	AT&T TITLE SHEET
LS-1	TOPOGRAPHIC SURVEY
A01.0	SITE PLAN
A02.0	COMPOUND PLANS
A03.0	EQUIPMENT PLAN
A04.0	ELEVATIONS
A04.1	ELEVATIONS
A05.0	ANTENNA PLAN & SCHEDULE

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME



Know what's below.
Call before you dig.

NOTE:
48 HOURS PRIOR TO DIGGING,
CONTRACTOR TO NOTIFY ALL UTILITY
COMPANIES TO LOCATE ALL
UNDERGROUND UTILITIES

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND FIELD CONDITIONS. ANY ERRORS OR OMISSIONS, NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMMEDIATELY NOTIFIED PRIOR TO WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF MORRISON HERSHFIELD CORPORATION. NEITHER MORRISON HERSHFIELD NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.

2	11/16/23	JDX COMMENTS
1	10/09/23	JDX COMMENTS
0	06/22/23	CLIENT COMMENTS
C	06/09/23	PRELIMINARY ZONING DRAWINGS
B	05/22/23	PRELIMINARY ZONING DRAWINGS
A	04/06/23	PRELIMINARY ZONING DRAWINGS

No. Date Action

Plans Prepared For:

MD7

10590 WEST OCEAN AIR DRIVE
SUITE 300
SAN DIEGO, CA 92130

Applicant:



Plans Prepared By:

MH
MORRISON HERSHFIELD
5100 S MACADAM AVE., UNIT 500
PORTLAND, OR 97239
Tel: 503-595-9128 Fax: 503-595-9136
www.morrisonhershfield.com

Project:

CAL03158
SITE ID: CAL03158
960 "1/2" WEST EL NORTE PARKWAY
ESCONDIDO, CA 92026
FA: 15863420

Drawing Title:

AT&T TITLE SHEET

Project No.:

220348700

Designer:

RB

Drawn By:

GS

PM Review:

JR

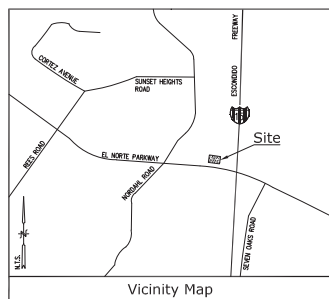
Issue No.:

2

Drawing No.:

ATS01

SCALE IS BASED ON 2" = 1' & 3/4" = 1' 0"



960 W. EL NORTE PKWY.
ESCONDIDO, CA 92026
SAN DIEGO COUNTY

THIS IS NOT A SURVEY

ALL INFORMATION AND TRUE NORTH
HAVE BEEN OBTAINED FROM EXISTING
DRAWINGS AND ARE APPROXIMATE.

LEGAL DESCRIPTION:
PARCEL 5 & 8 OF PARCEL MAP NO. 10943, IN THE CITY OF
ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF
CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



Know what's below.
Call before you dig.

TO OBTAIN LOCATION OF PARTICIPANTS
UNDERGROUND FACILITIES BEFORE YOU
DIG IN UTAH
TOLL FREE: (800) 662-4111 OR
CALL 3 WORKING DAYS BEFORE YOU DIG

SITE PLAN

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL
DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS OR
OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK
SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN
APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE
SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS
AND SPECIFICATIONS REMAIN THE PROPERTY OF
MORRISON HERSHFIELD CORPORATION. NEITHER
MORRISON HERSHFIELD NOR THE ARCHITECT WILL
BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.

2	11/16/23	JDX COMMENTS
1	10/09/23	JDX COMMENTS
0	06/22/23	CLIENT COMMENTS
C	06/09/23	PRELIMINARY ZONING DRAWINGS
B	05/22/23	PRELIMINARY ZONING DRAWINGS
A	04/06/23	PRELIMINARY ZONING DRAWINGS

No.	Date	Action
-----	------	--------

Plans Prepared For:

MD7

10590 WEST OCEAN AIR DRIVE
SUITE 300
SAN DIEGO, CA 92130

Applicant:



Plans Prepared By:

MORRISON HERSHFIELD
5100 S MACADAM AVE., UNIT 500
PORTLAND, OR 97239
Tel: 503-595-9128 Fax: 503-595-9136
www.morrisonherffield.com

Project:

CAL03158
SITE ID: CAL03158
960 1/2" WEST EL NORTE PARKWAY
ESCONDIDO, CA 92026
FA: 15863420

Drawing Title:

SITE PLAN

Project No.:
220348700

Designer: RB	Date: 04/06/23
Drawn By: DS	Checked By: —
PA Review: JR	Client Approval
Issue No.:	Drawing No.

2

A01.0

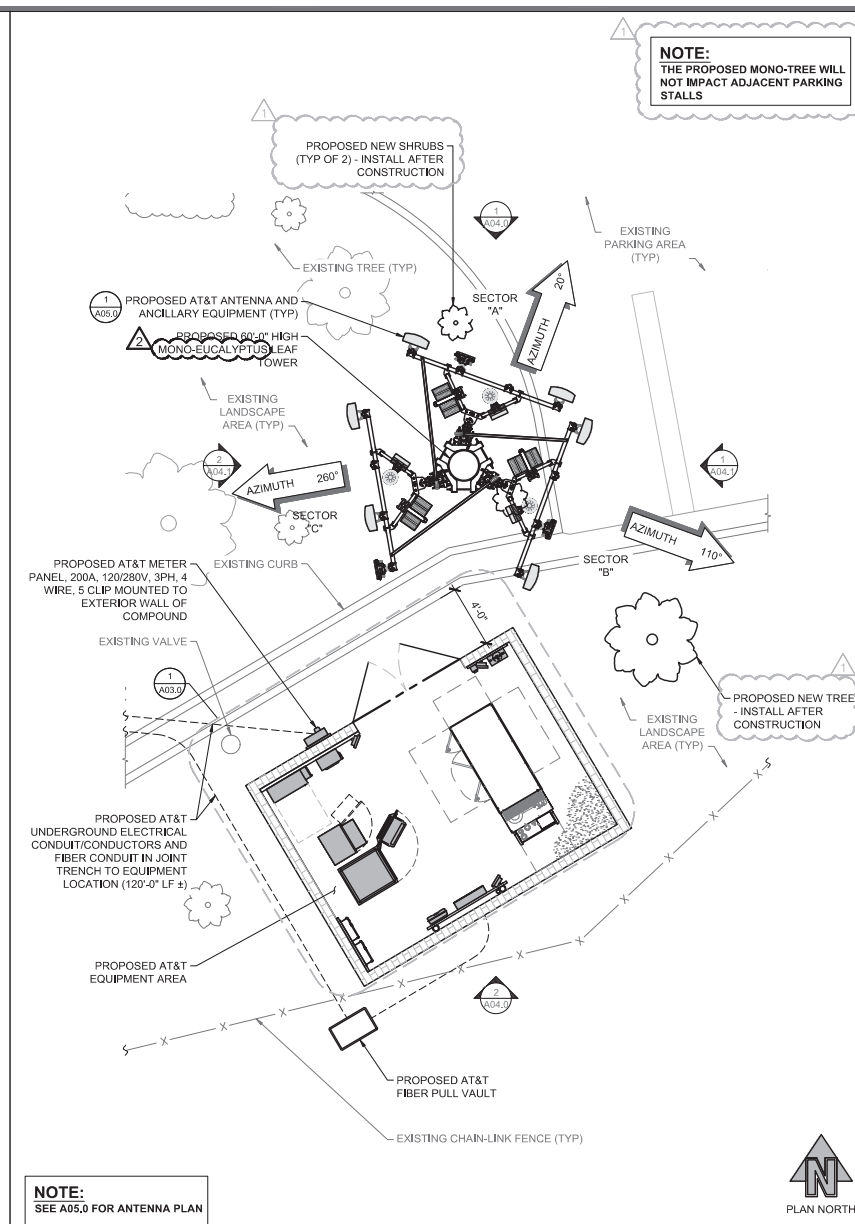
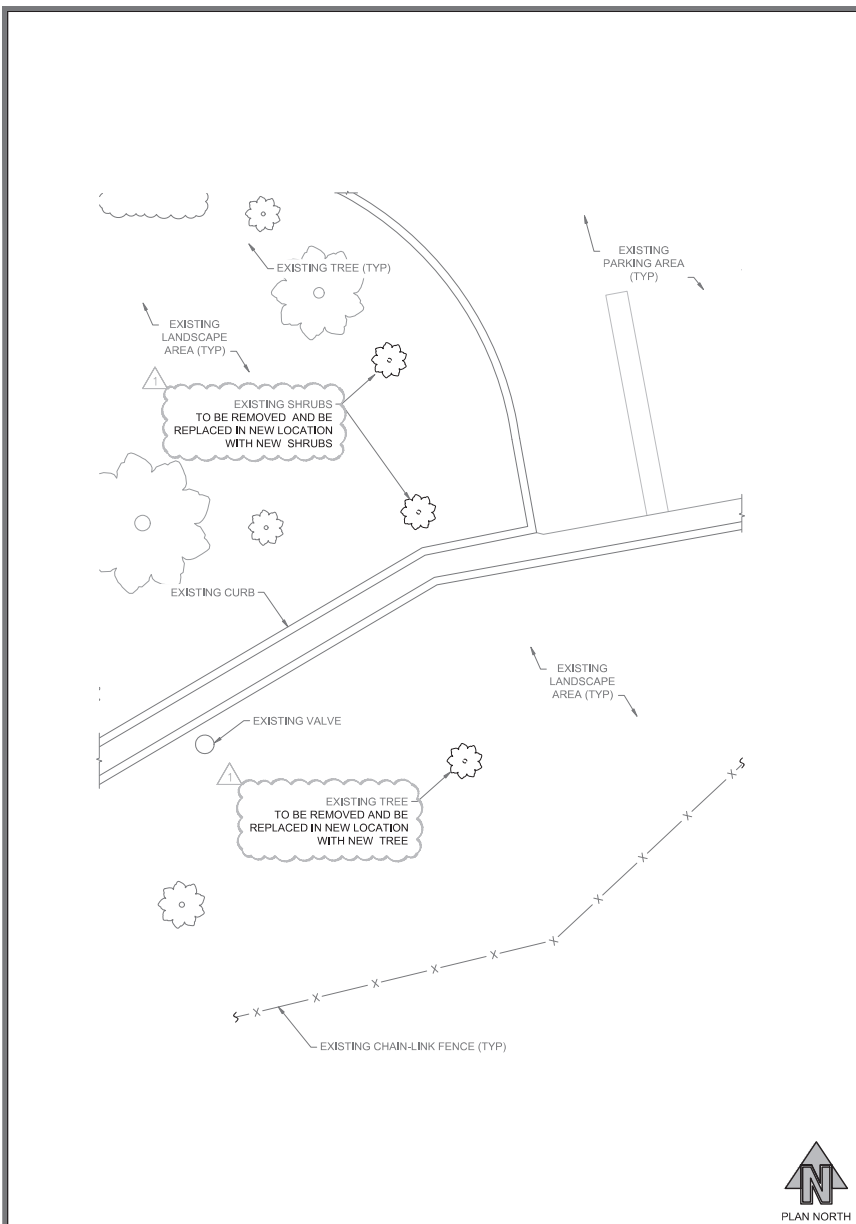
50' 0' 25' 50'

SCALE: 1"=50'-0" (22x34)
(OR) 1/2"=50'-0" (11x17)



SCALE IS BASE ON 24" x 36" 1/4" SIZE

X:\Proj\2023\220348700-407 560w ATT New Site Build\11. Sites\CAL03158 - 15863420-CAL03158_KH08_JD0_Rev 2.11.16.23.dwg 11/16/2023 2:46pm RBarreing



DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADHERE TO ALL SPECIFICATIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF MORRISON HERSHFIELD CORPORATION. NEITHER MORRISON HERSHFIELD NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.

2	11/16/23	JDX COMMENTS
1	10/09/23	JDX COMMENTS
0	06/22/23	CLIENT COMMENTS
C	06/09/23	PRELIMINARY ZONING DRAWINGS
B	05/22/23	PRELIMINARY ZONING DRAWINGS
A	04/06/23	PRELIMINARY ZONING DRAWINGS

No. Date Action

Plans Prepared For:

MD7

10590 WEST OCEAN AIR DRIVE
SUITE 300
SAN DIEGO, CA 92130

Applicant:



Plans Prepared By:

MH
MORRISON HERSHFIELD
5100 S MACADAM AVE., UNIT 500
PORTLAND, OR 97239
Tel: 503-595-9128 Fax: 503-595-9136
www.morrisonhershfield.com

Project:

CAL03158
SITE ID: CAL03158
960 1/2 WEST EL NORTE PARKWAY
ESCONDIDO, CA 92026
FA: 15863420

Drawing Title:

COMPOUND PLANS

Project No.:

220348700

Designer:

RB

Date:

04/06/23

Drawn By:

OS

Checked By:

-

PH Review:

JR

Client Approval

Issue No.:

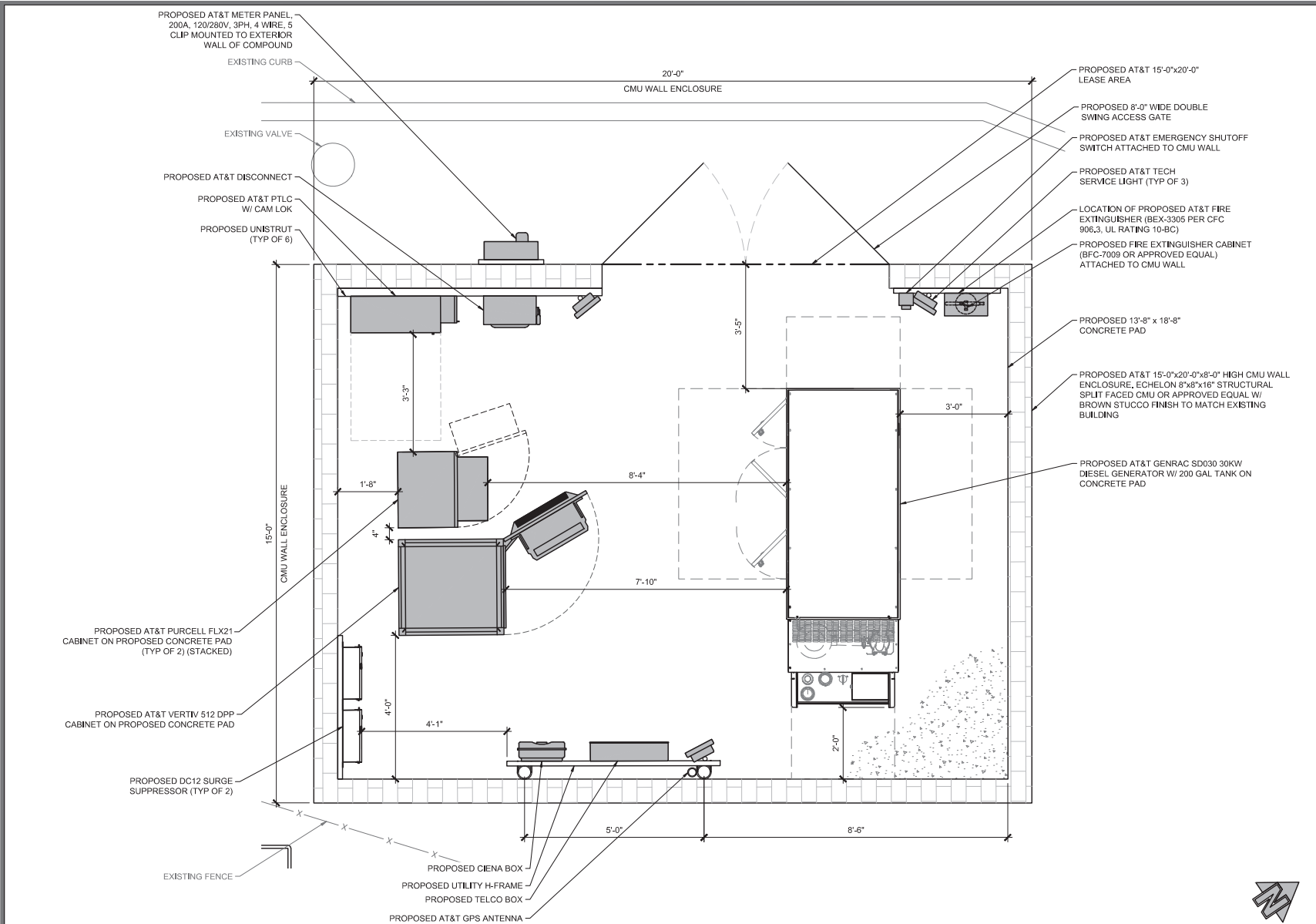
2

Drawing No.:

A02.0

SCALE IS BASED ON 22" x 34" 1/2" SIZE

X:\Proj\2023\220348700-487 560w ATT New Site Build\11_Site\CAL03158 - 15863420-CAL03158_KH08_JD_Rev 2.11.16.23.dwg 11/16/2023 2:46pm RBrowning



DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF MORRISON HERSHFIELD CORPORATION. NEITHER MORRISON HERSHFIELD NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.

2	11/16/23	JDX COMMENTS
1	10/09/23	JDX COMMENTS
0	06/22/23	CLIENT COMMENTS
C	06/09/23	PRELIMINARY ZONING DRAWINGS
B	05/22/23	PRELIMINARY ZONING DRAWINGS
A	04/06/23	PRELIMINARY ZONING DRAWINGS

No.	Date	Action
-----	------	--------

Plans Prepared For:
MD7
10590 WEST OCEAN AIR DRIVE
SUITE 300
SAN DIEGO, CA 92130

Applicant:
AT&T

Plans Prepared By:
MH MORRISON HERSHFIELD
5100 S MACADAM AVE., UNIT 500
PORTLAND, OR 97239
Tel: 503-595-9128 Fax: 503-595-9136
www.morrisonhershfield.com

Project:
CAL03158
SITE ID: CAL03158
960 1/2" WEST EL NORTE PARKWAY
ESCONDIDO, CA 92026
FA: 15863420

Drawing Title:
EQUIPMENT PLAN

Project No.: 220348700	
Designer: RB	Date: 04/06/23
Drawn By: GS	Checked By: —
PM Review: JR	Client Approval
Issue No.: 2	Drawing No.: A03.0

EQUIPMENT PLAN

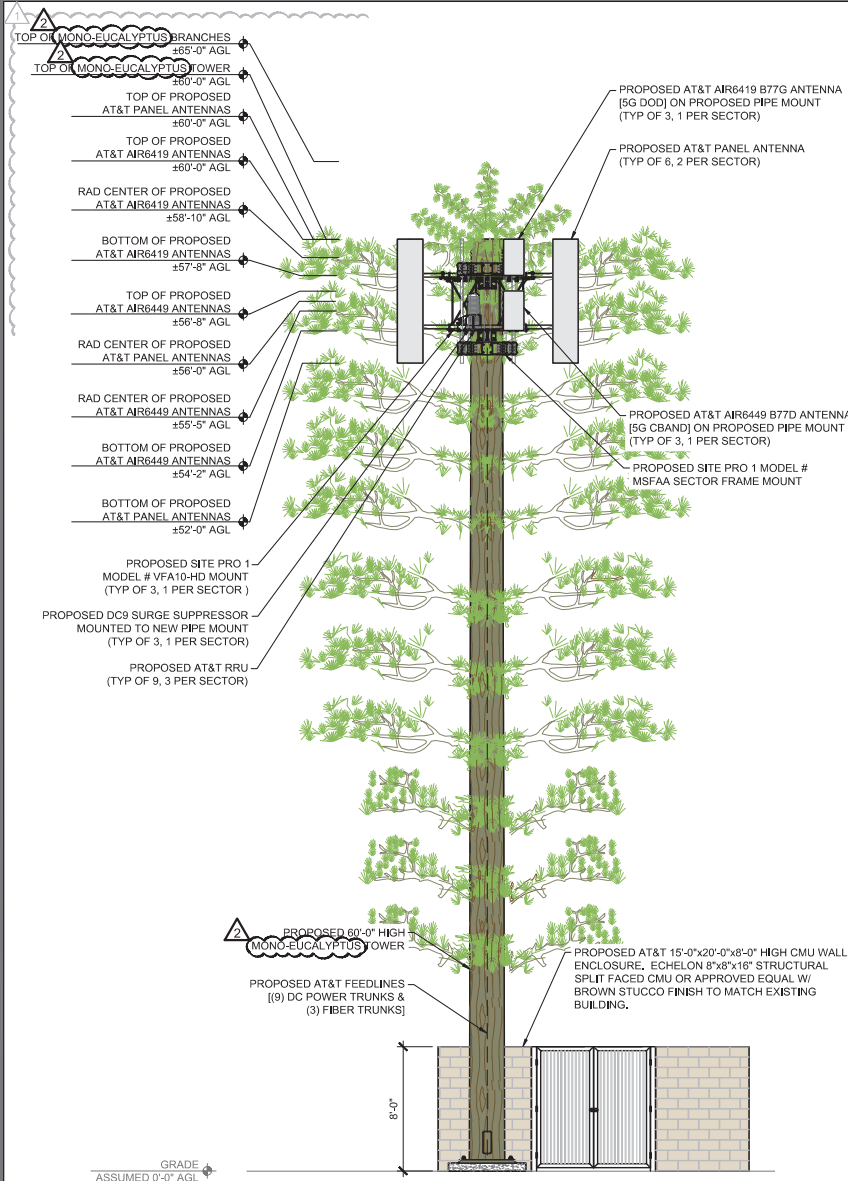
0 3'-6" 1' SCALE: 3/4"=1'-0" (22x34)
(OR) 3/8"=1'-0" (11x17)



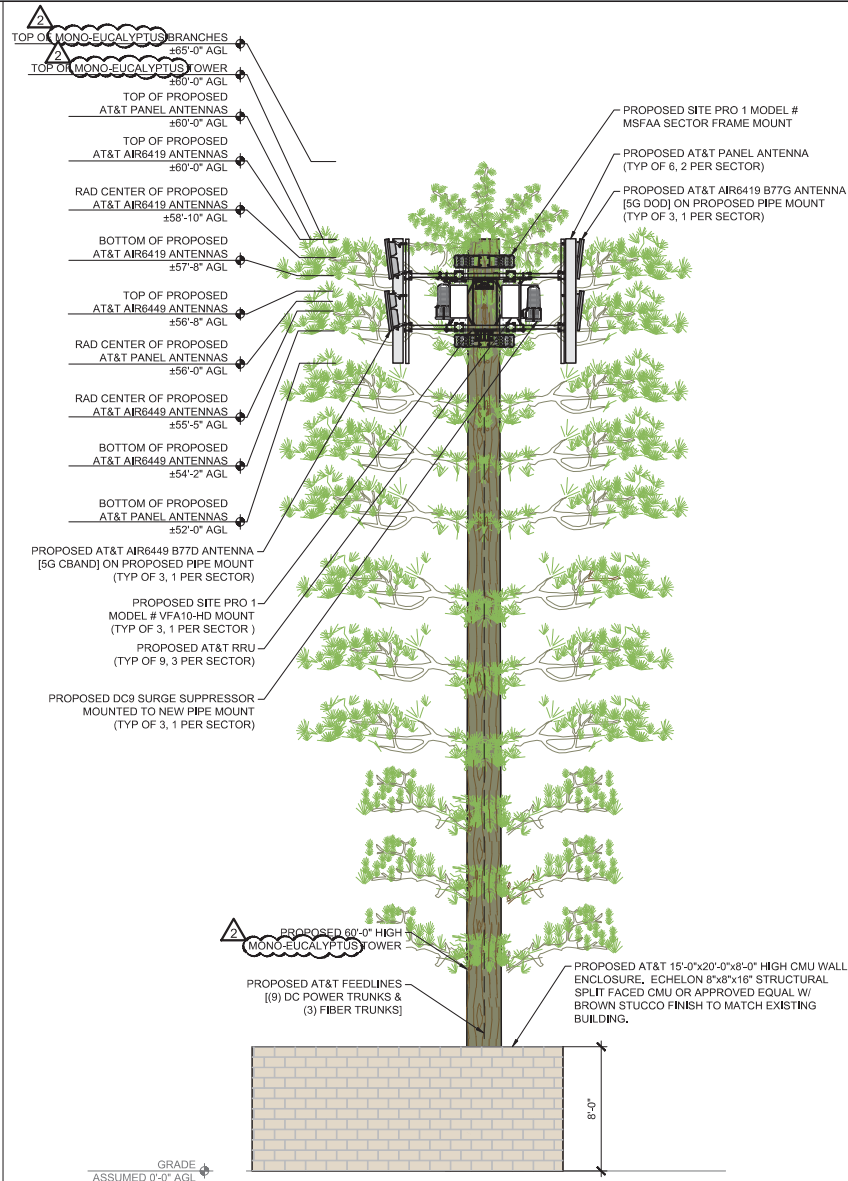
PLAN NORTH

SCALE IS BASED ON 24" x 36" 1/4" SIZE

X:\Proj\2023\2023040700-407_Socof_ATT_New_Site_Build\11_Site\CAL03158 - 15863420-CAL03158_KH08_J2D_Rev_2_11.16.23.dwg 11/16/2023 2:46pm BRevering



PROPOSED NORTH ELEVATION



PROPOSED SOUTH ELEVATION

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF MORRISON HERSHFIELD CORPORATION. NEITHER MORRISON HERSHFIELD NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.

2	11/16/23	JDX COMMENTS
1	10/09/23	JDX COMMENTS
0	06/22/23	CLIENT COMMENTS
C	06/09/23	PRELIMINARY ZONING DRAWINGS
B	05/22/23	PRELIMINARY ZONING DRAWINGS
A	04/06/23	PRELIMINARY ZONING DRAWINGS

No. Date Action

Plans Prepared For:

MD7

10590 WEST OCEAN AIR DRIVE
SUITE 300
SAN DIEGO, CA 92130

Applicant:



Plans Prepared By:

MH
MORRISON HERSHFIELD
5100 S MACADAM AVE., UNIT 500
PORTLAND, OR 97239
Tel: 503-595-9128 Fax: 503-595-9136
www.morrisonhershfield.com

Project:

CAL03158
SITE ID: CAL03158
960 1/2" WEST EL NORTE PARKWAY
ESCONDIDO, CA 92026
FA: 15863420

Drawing Title:

ELEVATIONS

Project No.:

Designer: Date:

Drawn By: Checked By:

PM Review: Client Approval

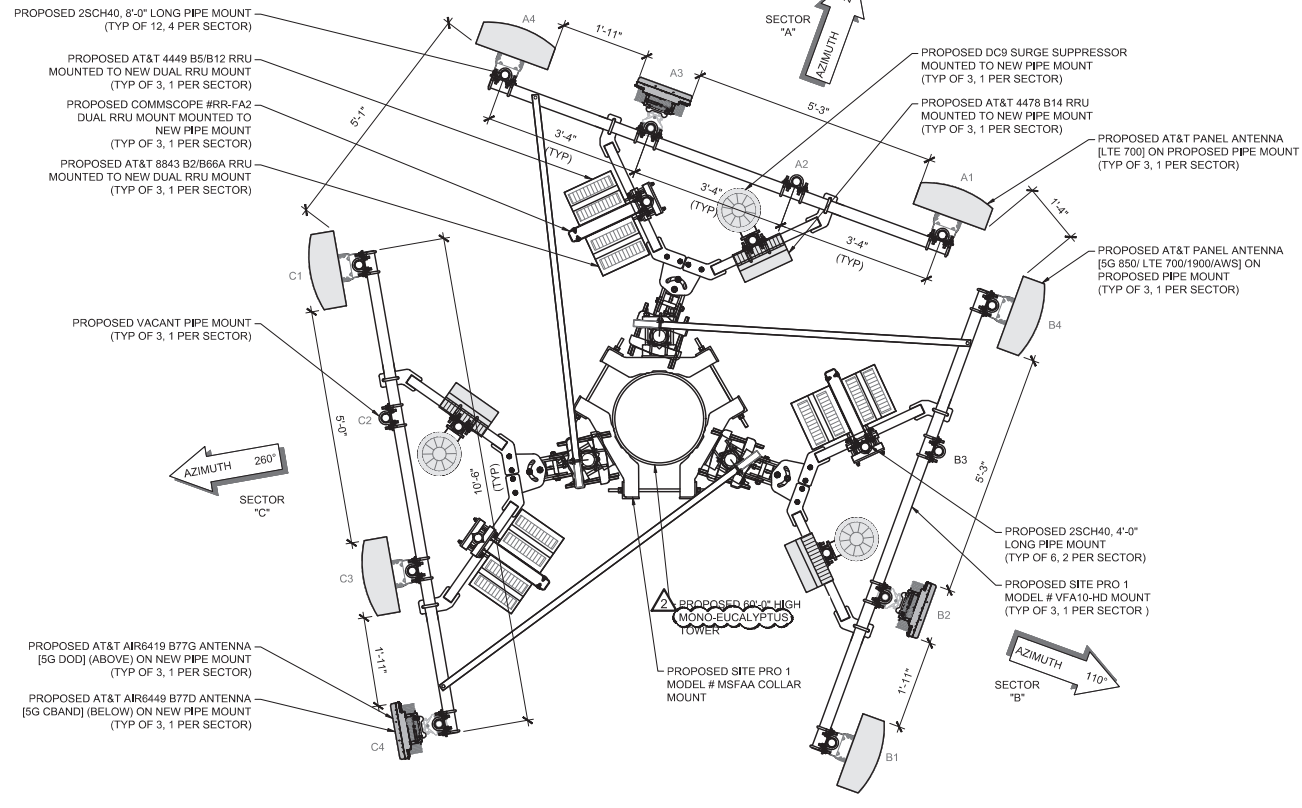
Issue No.: Drawing No.

2 A04.0

SCALE IS BASE ON 24" x 36" SIZE

X:\Proj\2023\220348700-407_Sch.dwg ATT New Site Bldg\11_Sch\CAL03158 - 15863420-09_CAD\MD7-717 - 15863420-CAL03158_KH9_JD_Rev 2.11.16.23.dwg 11/16/2023 2:46pm RBrereton

PROPOSED ANTENNA CONFIGURATION AND SCHEDULE - PER RFDS VERSION 1.0 - DATED 07-28-2022										
SECTOR A	CARRIER / SPECTRUM	ANTENNA POSITION	AZMUTH	RAD CENTER	MODEL	TMA	RRU	OTHER EQUIPMENT	FEEDER JUMPER	FEEDER LENGTH
	5G 850	A1	20°	56°-0"	NNH4-65C-R6H4	-	-	(1) DC9	(3) DC (1) FIBER	
	LTE 700/1900/AWS	A2	-	-	-	-	(1) 4449 B5/B12 (1) 8843 B2/B66A			
	5G DOD	A3	20°	58°10"	ARR6419 B77G	-	-			
	5G CBAND	A4	20°	55°-5"	ARR6449 B77D	-	-			
LTE 700	A4	20°	56°-0"	NNH4-65C-R6H4	-	-	(1) 4478 B14			
SECTOR B	CARRIER / SPECTRUM	ANTENNA POSITION	AZMUTH	RAD CENTER	MODEL	TMA	RRU	OTHER EQUIPMENT	FEEDER JUMPER	FEEDER LENGTH
	LTE 700	B1	110°	56°-0"	NNH4-65C-R6H4	-	-	(1) 4478 B14		
	5G DOD	B2	110°	58°10"	ARR6419 B77G	-	-	(1) DC9	(3) DC (1) FIBER	
	5G CBAND	B3	-	55°-5"	ARR6449 B77D	-	-			
	-	B3	-	-	-	-	-			
LTE 700/1900/AWS	B4	110°	56°-0"	NNH4-65C-R6H4	-	-	(1) 4449 B5/B12 (1) 8843 B2/B66A			
SECTOR C	CARRIER / SPECTRUM	ANTENNA POSITION	AZMUTH	RAD CENTER	MODEL	TMA	RRU	OTHER EQUIPMENT	FEEDER JUMPER	FEEDER LENGTH
	LTE 700	C1	260°	56°-0"	NNH4-65C-R6H4	-	-	(1) 4478 B14		
	-	C2	-	-	-	-	-	(1) DC9	(3) DC (1) FIBER	
	5G 850	C3	260°	56°-0"	NNH4-65C-R6H4	-	-			
	LTE 700/1900/AWS	C4	260°	58°10"	ARR6419 B77G	-	-			
5G DOD	C4	260°	55°-5"	ARR6449 B77D	-	-				



DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF MORRISON HERSHFELD CORPORATION. NEITHER MORRISON HERSHFELD NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.

2	11/16/23	JDX COMMENTS
1	10/09/23	JDX COMMENTS
0	06/22/23	CLIENT COMMENTS
C	06/09/23	PRELIMINARY ZONING DRAWINGS
B	05/22/23	PRELIMINARY ZONING DRAWINGS
A	04/06/23	PRELIMINARY ZONING DRAWINGS

No.	Date	Action
-----	------	--------

Plans Prepared For:

MD7
10590 WEST OCEAN AIR DRIVE
SUITE 300
SAN DIEGO, CA 92130

Applicant:



Plans Prepared By:

MORRISON HERSHFELD
5100 S MACADAM AVE., UNIT 500
PORTLAND, OR 97239
Tel: 503-595-9128 Fax: 503-595-9136
www.morrisonherhsfield.com

Project:

CAL03158
SITE ID: CAL03158
960 1/2 WEST EL NORTE PARKWAY
ESCONDIDO, CA 92026
FA: 15863420

Drawing Title:

**ANTENNA PLAN &
SCHEDULE**

Project No.:

220348700

Designer:

RB

Date:

04/06/23

Drawn By:

QS

Checked By:

-

PR Review:

JR

Client Approval

Issue No.:

2

Drawing No.:

A05.0

SCALE IS BASE ON 22" x 34" 11" SIZE

ANTENNA PLAN & SCHEDULE

0.3"=1' SCALE: 3/4"=1'-0" (22x34)
(OR) 3/8"=1'-0" (11x17)



EXHIBIT “C”

PLANNING CASE NO PL23-0304

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Environmental Determinations:

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) (“CEQA”), and its implementing regulations (14 C.C.R. § 15000 et seq.) (“CEQA Guidelines”), the City of Escondido (“City”) is the Lead Agency for the project (“Project”), as the public agency with the principal responsibility for approving the Project.
2. The Project qualifies for an exemption from further environmental review pursuant to CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures). Class 3 is defined as projects that consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The Project is to construct a 65’ high mono-eucalyptus wireless communication facility.
3. The Planning Commission has independently considered the full administrative record before it, which includes but is not limited to the January 9, 2024, Planning Commission Staff Report; testimony by staff and the public; and other materials and evidence submitted or provided to it. The administrative record demonstrates that each of the above requirements have been satisfied. No substantial evidence has been submitted that would support a finding that any of the above-described exemption requirements has not been satisfied. The Project will not have a significant effect on the environment, and all of the requirements of CEQA have been met.

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

With respect to Planning Case No. PL23-0304, the Planning Commission finds the following:

1. *A conditional use permit should be granted upon sound principles of land use and in response to services required by the community.*

The Project is a conditionally permitted use within the C-G zoning district as outlined in the land use matrix table in Article 16 (Commercial Zones). The subject site is developed with a drive-through commercial facility within a commercial shopping center. Based on a coverage map from the Applicant, the wireless communication facility would improve coverage in the area from “fair” to “good” allowing for reliable communication in this area.

2. *A conditional use permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located*

The conditional use permit is for a wireless communication facility within the C-G zoning district. The subject site is located in a developed commercial shopping center and is bounded by an interstate ramp to the east, and residential uses to the south. A Radio Frequency and Nonionizing Electromagnetic Radiation report was submitted and finds that the proposed facility conforms to applicable FCC codes and regulations. The facility has been designed to minimize visual impacts to surrounding properties by being consistent in height with existing stand of trees, and with the buildings located on site. Furthermore, the project is consistent with the five guiding principles for wireless communication facilities in the community.

3. *A conditional use permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is to be located.*

The subject site is located within a commercial shopping center in a northern portion of the City. The surrounding area consists of residential with smaller commercial sites to the south, and a commercial area to the east, across the Interstate 15. The conditional use permit would allow for construction of a wireless communication facility in a commercial zone instead of siting the facility on a residentially zoned property, or a nonresidential use in a residential zone. The siting of the site is a preferred location due to the commercial zoning of the site, and is encouraged by Article 34.

EXHIBIT “D”

PLANNING CASE NOS. PL23-0304

CONDITIONS OF APPROVAL

This Project is conditionally approved as set forth on the application received by the City of Escondido on **August 21, 2023**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated as approved on **January 9, 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.** The Permit shall automatically expire after two years from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

The Permit shall be deemed expired if a building permit has not been obtained or work has been discontinued in the reliance of that building permit. If no building permits are required, the City may require a noticed hearing to be scheduled before

the authorized agency to determine if there has been demonstrated a good faith intent to proceed, pursuant to and in accordance with the provision of this Permit.

- 3. Certification.** The Director of Development Services, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. 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 building, 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 and 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. **Exemption.** If the environmental determination prepared for the Project is a categorical exemption, the City of Escondido hereby notifies the Applicant that the County Clerk's Office requires a documentary handling fee of \$50 in order to file a Notice of Exemption. In order to file the Notice of Exemption with the County Clerk, in conformance with California Environmental Quality Act (CEQA) Guidelines section 15062, the Applicant should remit to the City of Escondido Planning Division, within two working days of the final

approval of the Project (the final approval being the date of this letter) a certified check payable to the "County Clerk" in the amount of \$50. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35-day statute of limitations period on legal challenges to the agency's decision that the Project is exempt from CEQA. Failure to submit the required fee within the specified time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180-day statute of limitations period will apply.

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

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 notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

B. Construction, Maintenance, and Operation Obligations:

1. **Code Requirements.** All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code,

California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of 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. 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.
- 12. 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.

13. 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.

14. 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. 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.
2. Any damaged parking stalls must be replaced and conform to off-street parking requirements as outlined in Article 39 (Off-Street Parking).

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.

E. Specific Planning Division Conditions:

1. The Applicant shall be responsible for maintaining the foliage in good condition, and must replace as necessary, if damaged.

2. The Applicant shall show on the building plans the proposed material and color for the mono-eucalyptus tree. The proposed material shall be non-reflective, and is subject to approval by the Director of Development Services, or their designee.
3. Existing adjacent trees shall remain and be protected at all times during the course of installation or modifications. In the event existing adjacent trees are damaged due to installation/construction and/or ongoing maintenance of the wireless communication facility, the Applicant shall be responsible for tree maintenance of the damaged tree(s) or replacement of damaged trees to the satisfaction of the Director of Development Services, or their designee.
4. All utility lines to the wireless communication facility shall be undergrounded.