



City of Escondido Zoning Administrator

MEETING AGENDA

201 North Broadway
City Hall – Parkview Conference Room
December 4, 2025
4:00 p.m.

A. Call to Order: _____

Zoning Administrator: Sally Schifman, Principal Planner

Staff Present: _____

Public Present: _____

B. Agenda items:

1. Precise Plan Modification (PL25-0048) Administrative Adjustment (PL25-0049)

REQUEST: Approve a Precise Plan Modification and an Administrative Adjustment for the installation of an 850 square foot fuel cell enclosure on the subject site. The request includes the removal of seven parking spaces to facilitate the construction, and reduction of 8 additional parking spaces from parking requirements. The site is zoned Planned Development – Commercial (PD-C) and has a General Plan land use designation of Planned Commercial (PC).

Location: On the south side of Montiel Road, between Deodar Road and Suzanne Lane addressed as 1441 Montiel Rd. (APN: 228-290-62-01)

Applicant: Rodrigo Padua, SK Ecoplant Americas

Planner: Alex Rangel, Associate Planner

ENVIRONMENTAL STATUS: Pursuant to Section 15301 (Existing Facilities) and 15305 (Minor Alterations of Land Use Limitations) of the California Environmental Quality Act (CEQA) Guidelines, the Project is categorically exempt from further environmental review in that the Project does not involve an expansion of an existing use. Furthermore, the Project does not trigger any of the exceptions to the use of an exemption as detailed in Section 15300.2. The application of this exemption is further discussed in the Notice of Exemption (Attachment 3 – Notice of Exemption).

Decisions of the Zoning Administrator may be appealed to the Planning Commission pursuant to Zoning Code Section 33-1303



City of Escondido Zoning Administrator

DECISION OF THE ZONING ADMINISTRATOR:

- Approved, as set to form
- Conditionally approved with the attached modifications
- Denied
- Continued to: ___ Date Certain (_____) ___ Date Unknown
- Referred to Planning Commission

2. Conditional Use Permit (PL25-0130)

REQUEST: Approval of a modification to a Conditional Use Permit (PL25-0130) for an existing youth organization. The proposed project includes the repurposing of portions of the existing facilities on site to include cooperative programs with Escondido Union School District, tenant improvements for approximately 8,100 square feet of college educational services, and tenant improvements for approximately 10,700 square feet of out-patient medical services for students and youth organization members. No exterior modification or expansion is proposed as a part of this project. The site is split-zoned, zoned Multi-Family Residential (R-2-12) and General Commercial (CG), and has a split Land Use Designation within the General Plan of Urban II (U2) and General Commercial (GC).

Location: On the east side of N. Broadway, between W. Lincoln Ave. and Espanas Glen, addressed as 1040, 1050, and 1102 N. Broadway (APNs: 229-050-05-00; 229-050-06-00; 229-050-12-00; 229-050-23-00; 229-050-24-00; 229-050-31-00; and 229-050-32-00).

Applicant: Bree Wong, Brizo Pacific Inc., on behalf of YMCA San Diego

Planner: Alex Rangel, Associate Planner

ENVIRONMENTAL STATUS: Pursuant to Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines, the Project is categorically exempt from further environmental review in that the Project does not involve an expansion of an existing use. Furthermore, the Project does not trigger any of the exceptions to the use of an exemption as detailed in Section 15300.2. The application of this exemption is further discussed in the Notice of Exemption (Attachment 3 – Notice of Exemption).



City of Escondido Zoning Administrator

DECISION OF THE ZONING ADMINISTRATOR:

- Approved, as set to form
- Conditionally approved with the attached modifications
- Denied
- Continued to: Date Certain (_____) Date Unknown
- Referred to Planning Commission

C. Adjournment: _____

I certify that these actions were taken at the Zoning Administrator meeting on December 4, 2025.

Sally Schifman, Principal Planner
Zoning Administrator

Angel Estrada
Witness



ZONING ADMINISTRATOR

CASE NUMBER: PL25-0048 & PL25-0049

APPLICANT: Rodrigo Padua, SK Ecoplant Americas

PROJECT LOCATION: On the south side of Montiel Road, between Deodar Road and Suzanne Lane addressed as 1441 Montiel Rd. (APN: 228-290-62-01)

REQUEST: Approve a Precise Plan Modification and an Administrative Adjustment for the installation of an 850 square foot fuel cell enclosure on the subject site. The request includes the removal of seven parking spaces to facilitate the construction, and reduction of 8 additional parking spaces from parking requirements. The site is zoned Planned Development – Commercial (PD-C) and has a General Plan land use designation of Planned Commercial (PC).

STAFF RECOMMENDATION: Approval

GENERAL PLAN DESIGNATION: PC: Planned Commercial

ZONING: PD-C: Planned Development - Commercial

BACKGROUND/PROJECT DESCRIPTION:

The project site is located in the northwest end of the City, bounded by Highway 78 to the south, and Montiel Road to the north. The subject site is within the “Montiel Road Planning Area”, identified as item 11 of the Planned Commercial Land Use Areas within the General Plan. The planned commercial area has a zoning of Planned Development – Commercial (PD-C), and is governed by the Montiel Road Master Plan, originally developed under Case Nos. 98-01-GPA, 98-35-PD, and 98-39-CZ. This commercial development allows for a variety of land uses, including light manufacturing, automotive retail, industrial office space, self-storage, and landscape contracting services.

Development of the project site, located at 1441 Montiel Road, began under Case No. 2000-47-PD/CUP/GE, with the construction of two tilt-up industrial buildings totaling 64,196 square feet on the subject parcel, and a 181,500 square foot self-storage facility on a separate parcel to the east. Subsequent modifications to the site included a conditional use permit for the installation of an external backup diesel generator for an existing communications tenant (2003-05-CUP), establishment of a church use and an air-space condominium conversion of the two multi-tenant buildings (2004-33-PD, Tract 882), as well as a precise plan modification and joint use parking agreement to permit church operations within the southern industrial building (2007-12-PD). The site, zoning, and general plan designations are provided as Attachment "1" to this staff report.

The applicant is requesting a Precise Plan Modification (PPM) for the installation of an 850 square foot "Bloom Energy" fuel cell enclosure. The accessory, back-up fuel cell enclosure ("proposed project") would support an existing T-Mobile cellular switching facility, which operates within the existing industrial building addressed as 1441 Montiel Rd. The fuel cells would generate and store power through natural gas, which is supplied directly to the tenant suite via existing infrastructure. Seven fuel cells in total would be installed as part of the project, generating a potential 2,275 kW to serve as supplemental power to the facility. The fuel cells would operate to ensure continuous power for the cellular switching facility in order to enhance the station's operational reliability. The proposed fuel cells would be contained within an outdoor enclosure, constructed of new CMU wall with stucco veneer to match the existing building's color and material. The open enclosure fully encompasses the fuel cells, with gated entry for staff access only. The enclosure will also include ornamental landscaping elements to the north, to compliment and match the existing building's landscaping requirements. The proposed project plans are included as Attachment "2" of this staff report.

The applicant is additionally requesting an Administrative Adjustment (ADMADJ) for a reduction of parking requirements for the industrial building. The project requires the removal of seven parking spots in order to facilitate the installation of the fuel cells and their enclosure, and memorialization of existing conditions which have been impacted by accessibility improvements. The proposed location of the enclosure was selected for a multitude of factors, including proximity to electrical infrastructure, building separation requirements, and fire safety requirements. Based on analysis provided from the applicant, there are no feasible alternative locations for the enclosure that would avoid the removal of parking spaces. Therefore, the applicant is requesting the administrative adjustment of parking removal to facilitate the proposed project.

ANALYSIS:

1. General Plan Conformance:

Section H.11 of the General Plan's Land Use Element identifies the project site, which includes limited, light manufacturing and commercial establishments.

- a. *Commercial Land Use Policy 8.3: Promote the development of a variety of commercial activities within the self-contained, comprehensively planned commercial centers within the Planned Commercial land use designation as described in Figure II-6.*

The proposed project would ensure continuous, reliable power to the existing cellular switching facility, ensuring that the communications infrastructure would be more reliable and sustainable.

- b. *Telecommunications Policy 17.7: Continue to use telecommunications or new technologies to enhance the performance of internal city operations and the delivery of public services.*

The proposed project will utilize a “Bloom Energy” fuel cell, generating additional power on-site to provide for more reliable services from the existing cellular switching facility. This technology will ensure that service to Escondido residents will be maintained.

2. Zoning Code Conformance:

The project site is located within the Planned Development – Commercial (PD-C) zoning designation, originally established Case Nos. 98-01-GPA, 98-35-PD, and 98-39-CZ. Planned development zones are governed under Article 19 of the Escondido Zoning Code (EzC), which establishes the purpose, provisions, and standards for this zoning. The subject site is also under the purview of the Montiel Road Master Plan, superseding standards within the municipal code with specific details for the overall development, intensity, and types of land uses, among other potential information and standards for the proposed development area.

Pursuant to Section 33-410 of Article 19 (Planned Development Zones), the Zoning Administrator shall have the authority to approve changes to a precise development plan upon review and determination that the proposed changes are consistent with the purpose, character, and established development standards of the master development plan. The proposed project is consistent with the master plan, as the existing communication facility is a permitted use within the land uses identified within the planned development. The fuel cells would serve accessory to the existing communication facility, and has been designed to meet the existing design standards of the master development plan.

The proposed project includes the installation of an 850 square foot fuel cell enclosure, which has been reviewed against Article 56, Section 33-1085(a)(2), requiring all ground-mounted mechanical equipment and devices to be fully screened from view from surrounding properties. These standards include screening with a solid enclosure, landscaping, and structural design. The proposed project will be fully enclosed with a CMU

masonry wall, finished with stucco veneer to be painted and designed to match the existing industrial buildings. The fuel cells themselves will be approximately 8' above grade, and the enclosure structure will be constructed to be approximately 8'8" above grade, fully screening the fuel cells from passers-by. The project will also include ornamental landscaping elements to the north of the enclosure, to compliment and match the existing building's landscaping elements and provide design continuity.

The proposed project includes a series of accessory, back-up fuel cells which are further subject to the provisions of Article 57, Section 33-1122(c), Standby/emergency/backup generators. These provisions include standards related to noise generation, structural compatibility, adequate, current technology, and limitations on operation, noise, and testing. The applicant has provided a technical memo completed by Westside Acoustics, verifying that the design features of the fuel cell enclosure would reduce noise to thresholds identified within the City's Municipal Code and General Plan, and thus not negatively impact adjacent uses to the subject property. This memo has been included as Attachment "3" of this staff report.

3. Parking Reduction:

The proposed fuel cell enclosure will be constructed within the existing parking areas to the east of the industrial building. The project will include the removal of seven parking spaces to facilitate the enclosure. The applicant has requested an Administrative Adjustment of the required on-site parking. Pursuant to Article 39, Section 33-764 of the Escondido Zoning Code, adjustments up to 25% of the number of parking spaces required may be considered by the director.

Case Nos. 2004-33-PD and Tract 882 established a parking requirement on-site of 229 parking spaces, facilitated by a joint-use parking agreement between the uses of the northern multi-tenant industrial office building, and the southern church-operated industrial office building. Section 33-773, Joint Use, authorize parking facilities to be shared between uses which do not have similar hours of operation.

Further development on the property saw increased cooperation between the two uses, including the development of Creements, Covenants, and Restrictions facilitating further shared parking arrangements, and a Reciprocal Parking Agreement which allowed for a full share of up to 50% of the parking on-site across all uses as approved by the Deputy Planning Director in 2014 as being consistent with the previously approved joint use parking agreement. This agreement was facilitated alongside an expansion of the southern church-operated building, approved by the Deputy Planning Director. The Deputy Planning Director determination and reciprocal parking agreement is included as Attachment "4" of this staff report.

Current parking requirements for all uses on the property are as follows:

<u>Land Use</u>	<u>Parking Ratio per Article 39</u>	<u>Parking Required</u>
1451 Montiel Rd.		
Church facility	As determined by the Deputy Planning Director 2004-33-PD; Tract 882	112
1441 Montiel Rd.		
Cellular Mobile Switching Facility: Administrative	1 space per 300 SF (3,400 SF)	11.33
Cellular Mobile Switching Facility: Storage	1 space per 800 SF (9,040 SF)	11.3
Contractor Services: Administrative	1 space per 300 SF (12,674 SF)	42.24
Contractor Services: Storage	1 space per 800 SF (12,183 SF)	15.22
Educational Facilities: Charter School Administrative/Office	1 space per 300 SF (6,804 SF)	22.68
Educational Facilities: Charter School	1 space per faculty member (14)	14
Total Required		228
Case Nos. 2004-33-PD and Tract 882 established parking requirement		229
Existing Parking (2025)		221

The proposed project will reduce the total parking spaces provided on site to 214 as the final parking count for the project. This reduction includes the removal of seven off-street parking spaces on the eastern side of the northern building, and adjustments to provide for existing conditions on site, which include accessible parking, and striping modifications.

The parking requirements of each structure within the development do not exceed that beyond which has been stipulated in the reciprocal parking agreement provided. The religious facility, operating at 1451 Montiel Road, requires a total of 112 parking spaces. The industrial office building, operating at 1441 Montiel Road, requires a total of 116 parking spaces, in total, requiring 228 parking spaces. The independent uses of each building on the subject site do not expand beyond the threshold identified in the reciprocal parking agreement of 50% share, which would allow up to 168 parking spaces provided to 1451 Montiel Road, and up to 174 parking spaces for 1441 Montiel Road. The loss of parking spaces for the northern multi-tenant industrial building will not negatively impact the on-site uses as the joint use parking agreement and reciprocal parking agreement allow for adequate parking as part of the development.

ENVIRONMENTAL STATUS:

The proposed project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15301 (“Existing Facilities”) and Section 15305 (“Minor Alterations in Land Use Limitations”) as described further in the Findings of Fact, attached as “Exhibit “B” to the Zoning Administrator Resolution No. 2025-12. The proposed project would take place adjacent to an existing industrial building consisting of an 850 square foot fuel cell enclosure, falling under the thresholds identified in Section 15301(e)(2), under 10,000 square feet. The reduction of parking spaces will not trigger an expansion of the current land use or density, within the stated guidance identified in Section 15305.

REASONS FOR RECOMMENDATION:

The proposed fuel cell enclosure is consistent with the current use of the communications facility, and is consistent with the principles of the Master Plan, General Plan, and the City’s Municipal Code. The project has been reviewed by the City’s Staff Development Committee and found to be in conformance with all applicable development standards. Conditions of Approval have been incorporated for the proposed project to ensure that all requirements of the City have been met.

Respectfully submitted,

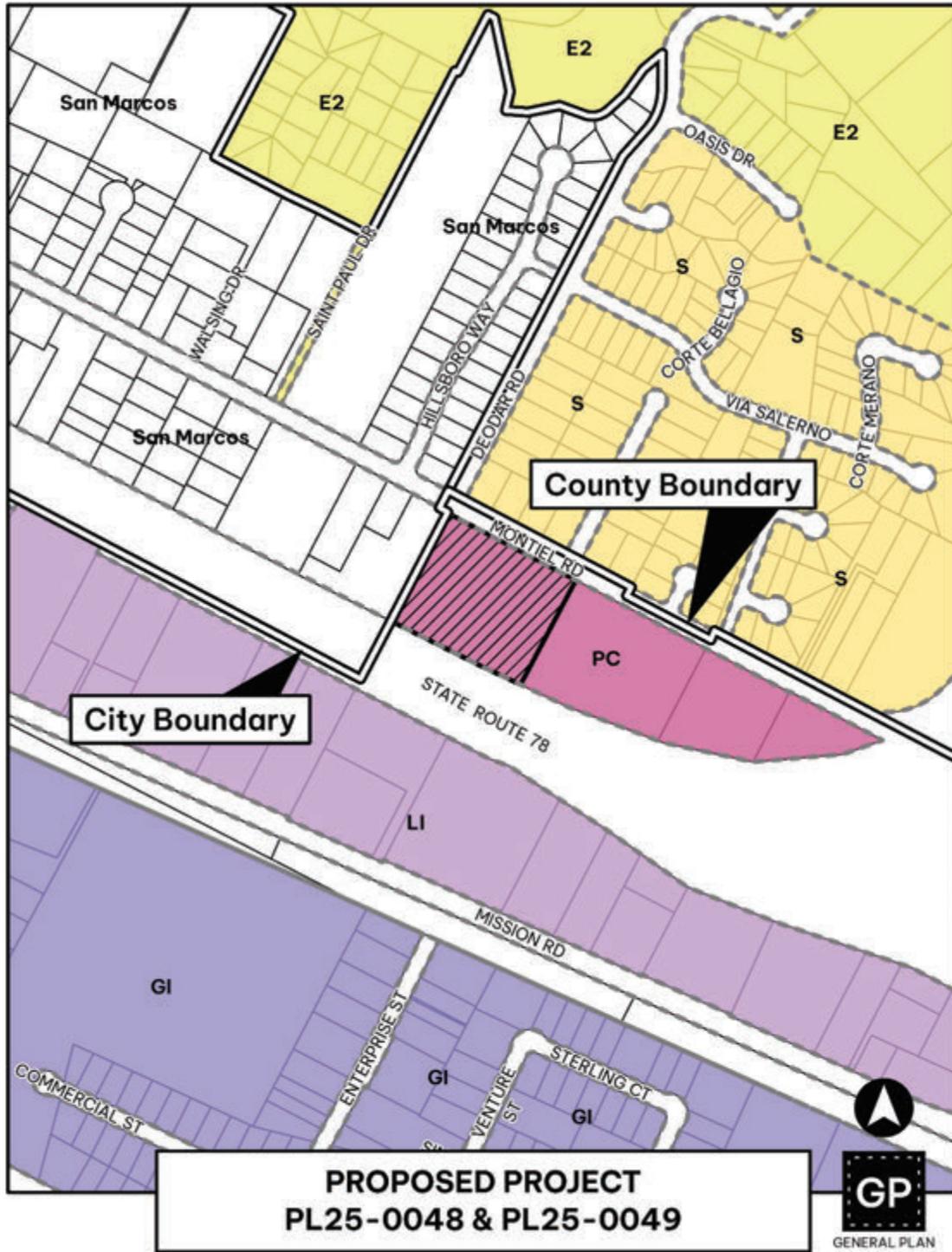


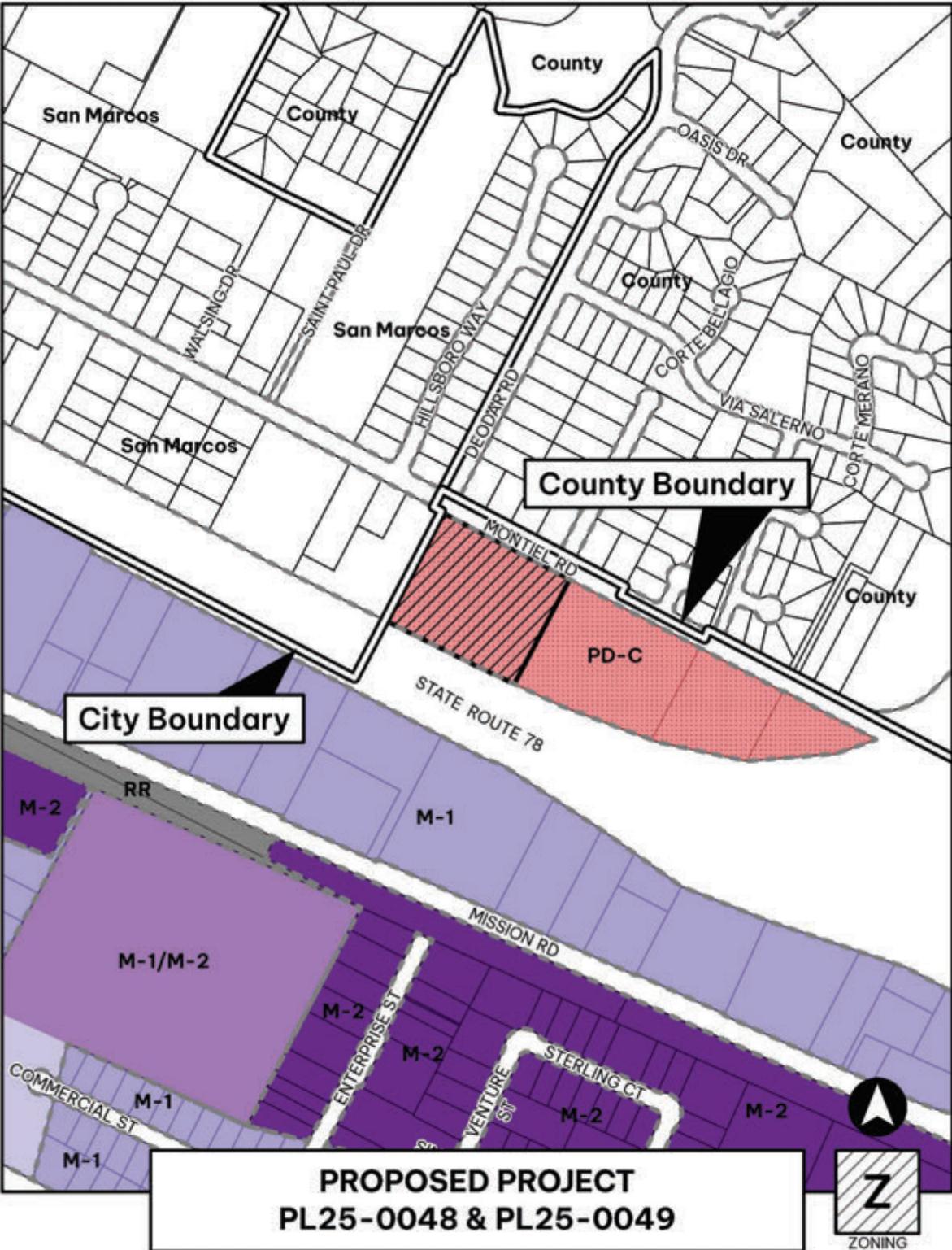
Alex Rangel
Associate Planner

ATTACHMENTS:

1. General Plan Map, Zoning Map, and Aerial Map
2. Project Plans
3. Westside Acoustics Noise Memo
4. Reciprocal Parking Agreement
5. Draft Zoning Administrator Resolution No. 2025-12
 - a. Exhibit “A,” “Legal Description”
 - b. Exhibit “B,” “Findings of Fact”
 - c. Exhibit “C,” “Project Plans”
 - d. Exhibit “D,” “Conditions of Approval”
6. CEQA Notice of Exemption

ATTACHMENT 1
GENERAL PLAN, ZONING, AERIAL MAP
PROJECT NO. PL25-0048, PL25-0049







County Boundary

City Boundary

**PROPOSED PROJECT
PL25-0048 & PL25-0049**

A
AERIAL

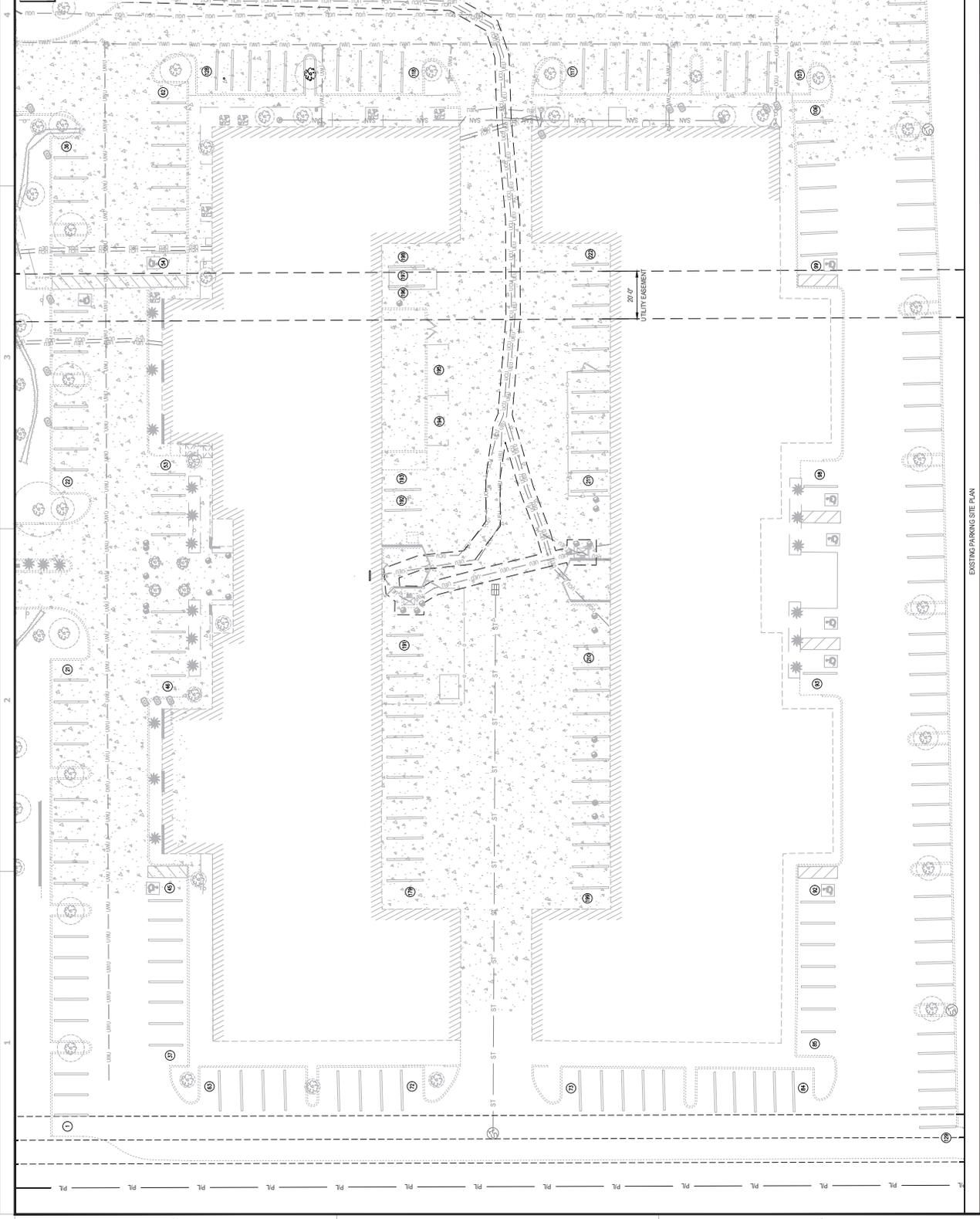
EOR:

PROPERTY LINE AND RIGHT OF WAY BOUNDARIES:
ARE SHOWN UNLESS NOTED OTHERWISE TO
BE TO THE PROPERTY LOCATOR.

PARKING STALL ANALYSIS

PERFORMANCE FACILITY DEVELOPMENT PROJECT
SITE PLAN

DATE: 08/11/25
SCALE: 1/8" = 1'-0"



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PROPOSED



EXISTING

TMB000.0 - 325KW FUEL CELL INSTALLATION

1441 Montiel Rd, Suite 141
Escondido, CA 92026

ALL COLORS AND MATERIALS REPRESENTED ARE A CLOSE APPROXIMATION AND SHOULD BE CONSIDERED VISUAL DESIGN INTENT ONLY. THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION, BID, RELIANCE OR IMPLEMENTATION.



PROPOSED



EXISTING

TMB000.0 - 325KW FUEL CELL INSTALLATION

1441 Montiel Rd, Suite 141
Escondido, CA 92026

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SK Ecoplant Bloom Energy Server

Property Line Noise Analysis

Project No. 25.0395

August 26, 2025

Rodrigo Padua Jr., *Construction Contracts Manager*

SK Ecoplant Americas

3161 Michelson Drive, #925

Irvine, California 92612

Dear Rodrigo,

Westside Acoustics and Vibration Engineering (Westside) performed a property line noise analysis of SK Ecoplant Bloom Energy Server located in Escondido, California. The goal of this study was to determine whether the proposed Bloom energy server for the subject project will comply with local noise codes. This report includes an evaluation of applicable noise codes, analyses of noise levels at nearby property lines, a comparison of these calculated noise levels to appropriate noise thresholds, and, if necessary, suitable mitigation measures to comply with said thresholds.

1.0 EXECUTIVE SUMMARY

The subject project design is acoustically compliant with all applicable noise codes as designed. No mitigation measures are necessary.

2.0 APPLICABLE NOISE CRITERIA

2.1 City of Escondido

Section 17-229 of Article 12 "Noise Abatement and Control" of the City of Escondido, California Municipal Code provides maximum allowable sound pressure level limits based on land use type and time of day. These limits are summarized in Table 1 on the following page.

Table 1: City of Escondido Sound Level Limits by Receiving Land Use Category

Receiving Land Use Category	Time	Sound Level Limit (dBA)
Residential zones	7:00 a.m. to 10:00 p.m.	50
	10:00 p.m. to 7:00 a.m.	45
Commercial zones	7:00 a.m. to 10:00 p.m.	60
	10:00 p.m. to 7:00 a.m.	55
Light Industrial	At all times	70

Due to the project site bordering the CA-78 highway, corrections to these noise limits above due to existing ambient noise limits may be applicable. Item (c)(4) in Section 17-229 states:

If the measured ambient level exceeds that permissible in subsection (a) of this section, the allowable noise exposure standard shall be the ambient noise level. The ambient level shall be measured when the alleged noise violations source is not operating.

Measurements of the exceeding ambient noise were not performed. Therefore, no comparison to existing ambient was conducted.

Westside assumes that the energy server will run 24/7. Therefore, where applicable, nighttime (10:00 p.m. to 7:00 a.m.) noise limits will be used for comparison when evaluating property line noise.

3.0 ACOUSTICAL MODELLING

The proposed energy server will be located on the eastern side of an existing commercial property along Montiel Road, shown in the orange block in Figure 1. Acoustical modelling was completed using the CadnaA Environmental Noise Prediction software.

Results of property line noise levels at various nearby sensitive receptors (labeled in Figure 1 above) are summarized in Table 2 below. Not all adjacent properties were analyzed; however, all properties that share a property line were analyzed except at the western edge of the site. All nearby properties not included in Figure 1 will be exposed to noise levels equal to or less than those published below.

Table 2: Calculated Energy Server Property Line Noise Levels, Existing Design

Receptor Address	Land Use	Applicable Noise Limit (dBA)	Property Line Noise (dBA)	Code Compliant?
1531 Montiel Rd.	Comm.	55	45	Yes
1516 Montiel Rd.	Res.	45	30	Yes
1532 Montiel Rd.	Res.	45	30	Yes
1508 W Mission Rd.	Ind.	70	<20	Yes

Figure 1: Aerial View of Project Site and Sensitive Receptors



4.0 SUMMARY

Westside has evaluated the noise level propagation expected from the Bloom energy server scheduled for the subject project to nearby sensitive receptors. Adjacent receptors are classified as commercial, residential, or industrial, each with its own noise code requirement from the City of Escondido Municipal Code.

The energy server is sufficiently far away from even the nearest sensitive receptor that noise levels are compliant with applicable noise code requirements. Therefore, the project design is compliant as designed without additional mitigation required.

Please feel free to contact us with any questions.

Sincerely,
Westside Acoustics



Kevin Patterson
Acoustician



John LoVerde, FASA
Acoustician

5.0 APPENDIX – ACOUSTIC DATA

In order to complete the acoustic model discussed herein, Westside utilized acoustic sound power data collected on the Santa Cruz model of the Bloom energy server as input data into the model to predict property line noise levels. Data was obtained from a Veneklasen Associates (VA) report dated April 26, 2024. Data presented below is modified from the original collected data, as warranted, based on the total number of power modules (PM#) that are present on any individual scheduled energy server.

Table 3: Calculated Energy Server Octave Band Sound Power Data

Number of PM's	Calculated Sound Power [dB] – 1/1 Octave Bands [Hz]								
	31.5	63	125	250	500	1000	2000	4000	8000
7	92	83	80	82	78	75	69	63	57

July 3, 2014

TO: Files – 2007-12-PD, 2004-33-PD, TR 882

FROM: Bill Martin, Deputy Planning Director 

SUBJECT: Proposed North Coast Church expansion in former Gateway Church location – 1451 Montiel Road (B14-1300)

Gateway Church was approved as part of the original Master Plan 2004-33-PD, which lists churches as a permitted use. The church was approved in conjunction with a joint-use parking agreement (for 17 spaces) because the Master Plan parking ratio of 1:275 SF only provided 83 parking spaces for the church floor area where 100 parking spaces were required for the church operations. The 100 spaces were calculated based on 9,000 SF of assembly area (1:100) for 90 spaces plus one space each for the 10 classrooms. Gateway Church owned the entire building but did not occupy the whole building. The building included two retail suites on the eastern end totaling 9,220 SF that were leased to other tenants.

The former Gateway Church property is now owned by North Coast Church, who currently operates in the same space that Gateway utilized. North Coast Church has recently submitted a tenant improvement plan to occupy the entire building by converting the 9,220 SF of retail space to classrooms. This memo provides a determination that sufficient parking exists for this conversion without need to modify the current joint-use parking agreement, as explained below.

North Coast Church representatives have indicated they operate a weekly schedule that is similar to the one established for Gateway. The joint-use parking agreement provides a total of 100 spaces for church operations. The 9,000 SF of assembly area that provides the basis for the church parking requirement was based on the inclusion of a future second story mezzanine level for assembly purposes that was never constructed. North Coast has indicated they do not intend to add any mezzanine space, allowing those parking spaces to be allocated for other operations or expansion.

The original church parking calculation is as follows:

Assembly Area (includes high school classroom)	
9,000 SF @ 1:100	90 spaces
Classrooms	
10 @ 1 space per instructor	<u>10 spaces</u>
	100 spaces required

The proposed classroom expansion into the former retail area and a previous reconfiguration of the existing church space results in the following calculation (based on proposed T.I. area calculations):

Assembly Area (Includes 2 high school classrooms)	
10,236 SF @ 1:100	102 spaces
Classrooms	
10 @ 1 space per instructor	<u>10 spaces</u>
	112 spaces required

The 9,220 SF of retail space that is proposed for church expansion is parked at the original Master Plan ratio of 1:275, which now frees those 33 parking spaces for church use. The combined total of 83 existing church parking spaces, plus 17 joint-use spaces, plus the 33 former retail spaces add up to 133 parking spaces available for use by North Coast Church. This means that 133 parking spaces are available for use by the church where 112 spaces are required for the entire building based on the proposed tenant improvement plans (B14-1300). No further modifications to the joint-use parking agreement are necessary to accommodate the proposed church expansion.

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DOC # 2013-0455292



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Fidelity Title

Recording Requested By
And When Recorded Mail To:

Eric O. Freeberg, Esq.
A Professional Law Corporation
P.O. Box 9440
Rancho Santa Fe, CA 92067-4440

JUL 22, 2013 4:46 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 45.00

PAGES: 11



THE UNDERSIGNED GRANTORS DECLARE
DOCUMENTARY TRANSFER TAX IS: \$0, City tax \$0 (License).

APN NO'S: 228-290-62-01 and 228-290-62-02

Title Order No: SD1-JD-00013513-992

AGREEMENT FOR GRANT OF LICENSES TO PERMIT RECIPROCAL PARKING RIGHTS

THIS AGREEMENT FOR GRANT OF LICENSES TO PERMIT RECIPROCAL PARKING RIGHTS ("License Agreement") is made and effective as of the date of recordation above ("Effective Date"), by and between North Coast Church, a California nonprofit corporation ("NCC"), and BG Consolidated, LLC, a California Limited Liability Company ("BG"). BG and NCC are sometimes collectively referred to as the "Parties" and sometimes singularly referred to as a "Party." This Agreement is entered into by the Parties with reference to the following facts:

RECITALS

- A. BG is the owner of improved real property located at 1441 Montiel Road, Escondido, California with the assessor parcel number 228-290-62-01 and legally described in Exhibit A hereto ("BG Property").
- B. NCC is the owner of improved real property located at 1451 Montiel Road, Escondido, California with the assessor parcel number 228-290-62-02 and legally described in Exhibit "B" hereto. ("NCC Property").
- C. The BG Property and NCC Property are contiguous properties that access a common parking area.
- D. NCC and BG desire to enter into this License Agreement for the purpose of creating reciprocal rights for parking, vehicular, and pedestrian ingress and egress as specified herein.
- E. BG and NCC agree that this License Agreement is not intended to create easements of any character. Rather BG and NCC intend to create a license coupled with an interest for purposes of permitting reciprocal parking rights, as defined herein. The licenses created herein are **not** revocable at will but are subject to the termination provision of this License Agreement in Section 1 hereof.

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F. BG and NCC recognize the commercial advantage that each receives by virtue of this License Agreement, as well as the elimination of such commercial advantage upon NCC conveying all or any portion of the NCC Property. Consequently, the termination provision of this License Agreement in Section 1 hereof is a material inducement to the execution of this License Agreement by BG and NCC.

AGREEMENT

NOW, THEREFORE, in furtherance of the recitals stated above, and the mutual covenants set forth below, NCC and BG agree as follows:

1. **Term of this Agreement.** This License Agreement shall be effective as of the date it is recorded in the San Diego County Recorder's Office. This License Agreement shall continue until the earlier of the following events, at which time it shall terminate:

a. NCC conveys fifty percent (50%) or more of the NCC Property to a third party. Upon conveyance of all or any portion of the NCC Property to a third party, NCC covenants to record a notice of termination with the San Diego County Recorder's Office to provide record notice of the termination of this License Agreement;

b. The execution of a written termination agreement by NCC and the owner of the BG Property. Any written termination agreement shall be recorded with the San Diego County Recorder's office to provide record notice of the termination of this License Agreement; or

c. The material breach of the BG License and/or NCC License conveyed herein. The term "material breach" shall mean a violation of Sections 5 and/or 6 hereof.

For the avoidance of doubt, BG and NCC agree that BG's continued ownership of the BG Property is immaterial to the termination of this License Agreement. Consequently, BG may convey all or any portion of the BG Property without any affect upon the continuing viability of this License Agreement. Section 1, subdivision a, is intended to create an automatic termination of this License Agreement upon the conveyance of all or any portion of NCC's interest in the NCC Property. In order to effectuate record notice of a termination by conveyance of all or any portion of the NCC Property, Section 1(a) requires NCC to promptly record a notice of termination with the San Diego County Recorder's Office upon conveyance of all or any portion of the NCC Property. A recorded notice of termination, however, is not a condition precedent or otherwise necessary to the termination of this License Agreement pursuant to Section 1 hereof; it is merely an administrative act to facilitate record notice of the termination of this License Agreement.

2. **Priority of Existing Joint-Use Off-Street Parking Agreement.** Nothing contained in this Agreement is intended to modify or diminish the reciprocal parking rights specified in that certain Joint-Use Off-Street Parking Agreement between the owners of the BG Property and the NCC Property recorded April 5, 2006 as Document Number 2006-0235445 in the Office of the San Diego County Recorder ("**Existing Joint-Use Off-Street Parking Agreement.**") Pursuant to Existing Joint-Use Off-Street Parking Agreement, the owners of the

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BG and NCC Properties have agreed that the BG Property shall have the use of up to Twenty Four (24) parking spaces located upon the NCC Property during the "Weekdays" which are defined as 7:00 AM to 6:00 PM Monday through Friday, and pursuant to the recorded Conditions, Covenants and Restrictions affecting both the BG and NCC Properties, the NCC Property already has the right to Seventeen (17) parking spaces on the BG Property during the evenings of the Weekdays and all day and evening on Saturday and Sundays.

3. **Grant of License for Parking to BG Property.** NCC, as the owner of the NCC Property, hereby grants to BG and its successors, assigns, and any future owners of the BG Property the right to use seventy percent (70%) of the parking spaces located upon the NCC Property during the Weekdays from 6:00 AM to 6:00 PM and on every Saturday from 7:00 AM to 5:00 PM ("**BG Parking License**"). Additionally, BG may utilize portions of the remaining thirty Percent (30%) of the parking spaces located upon the NCC Property (during the Weekdays, and on every Saturday from 7:00 AM to 5:00 PM) but only with the prior permission of NCC. Provided however, BG agrees not to utilize, and NCC reserves the exclusive right to, the Exclusive Parking Spaces specified on Exhibit C attached hereto ("**NCC Exclusive Parking Spaces.**") BG further agrees not to park in front of the roll-up doors on the NCC Property at any time.

4. **Grant of License for Parking to NCC Property.** BG, as the owner of the BG Property, hereby grants to NCC, as the owner of the NCC Property, the right to use seventy percent (70%) of the parking spaces located upon the BG Property on every Saturday of the year from 5:01 PM to 11:00 PM, and from 5:00 AM to 11 PM on every Sunday of the year, and all day on every Easter and Christmas Day, and from 5 PM to 1 AM on every Christmas Eve, and on all evenings of the Weekdays ("**NCC Parking License**"). The phrase "all evenings of the Weekdays" shall mean Monday through Friday between the hours of 6:01 PM and 11:00 PM. Additionally, NCC may utilize portions of the remaining thirty Percent (30%) of the parking spaces located upon the BG Property (on every Saturday of the year from 5:01 PM to 11:00 PM, and from 5:00 AM to 11 PM on every Sunday of the year, and all day on every Easter and Christmas Day, and from 5 PM to 1 AM on every Christmas Eve, and on all evenings of the Weekdays) but only with the prior permission of BG. Provided however, NCC agrees not to, and BG reserves the exclusive right to, the Exclusive Parking Spaces specified on Exhibit C attached hereto ("**BG Exclusive Parking Spaces.**") NCC further agrees not to park in front of the roll-up doors on the BG Property at any time.

5. **Scope of Licenses.** The use of the NCC Parking License and the BG Parking License (collectively the "**Licenses**") shall be without payment of any fees. The Licenses granted in Sections 3 and 4 above include the right for (i) vehicular ingress and egress over, upon, across and between each Property by any Owner or the Owner's Invitees, and (ii) pedestrian ingress and egress over, upon, across and between each Property. The Licenses do not convey any right to loiter, protest, petition, or otherwise use the BG Property and/or NCC Property for any purpose other than ingress and egress from public rights of way to the BG Property and/or NCC Property.

6. **Default.** In the event that the scope of the NCC Parking License and/or BG Parking License is violated or otherwise misused, the aggrieved Party shall give notice to the other Party of the violation and/or other misuse along with fifteen (15) calendar days to cure such

violation and/or other misuse. Failure to timely cure such violation or other misuse shall constitute a "material breach" justifying the termination of this License Agreement. Additionally, unreasonably repetitive violations and/or misuses of the scope of the Licenses shall constitute a "material breach" justifying termination of this License Agreement even if cured.

7. **Waiver and Amendment.** Any violation of the provisions contained in this Agreement will be deemed to be a continuing violation of this Agreement, and no delay in delivering any notice of any violation of this Agreement or in enforcing any rights or seeking any remedies provided under this Agreement will constitute, or be deemed to constitute, a waiver of the right to give such notice, enforce such right or seek such remedy at any time after the occurrence of such violation. No provision of this Agreement, or breach of any provision, can be waived except in writing. Waiver of any provision or breach shall not be deemed to be a waiver of any other provision, or of any subsequent breach of the same or other provision.

8. **Integration.** The undersigned, and each of them, acknowledge, and represent and warrant to one another, that no promise or inducement not expressed in this License Agreement has been made in connection with this Agreement. This License Agreement contains the entire agreement and understanding between the Parties as to its subject matter. This License Agreement supersedes any and all prior understandings and agreements, whether written or oral, between the Parties with respect to the subject matter of this License Agreement.

9. **Insurance.** Within five (5) business days after the execution of this License Agreement, each Party shall procure and maintain, at its own expense, commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence combined single limit. Each party shall be named as an additional insured under the other party's commercial general liability policy. Additional Insured status for each party shall extend to the full limits of liability maintained by the other party even if those limits of liability are in excess of those required by this License Agreement.

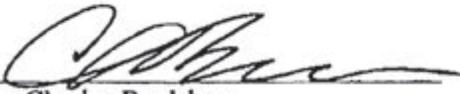
10. **General Provisions.** The provisions contained in this License Agreement shall not be construed in favor of or against either Party but shall be construed as if both Parties contributed equally to its preparation. This License Agreement shall be construed in accordance with the laws of the State of California. Time is of the essence of this Agreement and of each and every provision hereof. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, the remaining portions of this Agreement shall remain in force and effect to the fullest extent permissible by law.

Signatures on following page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

NORTH COAST CHURCH, a California nonprofit corporation

BG CONSOLIDATED, LLC, a California Limited Liability Company


By: Charles Bradshaw
Its: Executive Pastor


By: Thomas Gaeto
Its: Managing Member

ACKNOWLEDGMENT

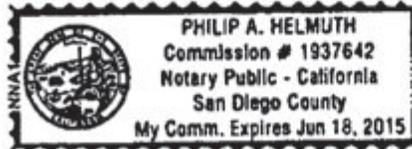
State of California)
County of San Diego)

On July 17, 2013, before me, Philip A. Helmuth notary public, personally appeared CHARLES BRADSHAW —, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Philip A. Helmuth (Seal)



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ACKNOWLEDGMENT

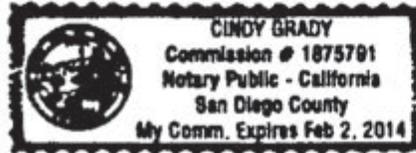
State of California)
County of San Diego)

On Jul. 17, 2013, before me, Cindy Grady, notary public, personally appeared Thomas Gdeto, who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Cindy Grady* (Seal)



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EXHIBIT "A"

LEGAL DESCRIPTION – BG PROPERTY

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

Parcel 1:

A 15/30th Fractional Interest in the Undivided Interest Common Area, as set forth and described on that certain Condominium Plan for Vanguard Plaza recorded December 20, 2004 as Document No. 2004-1195642 of Official Records, and that certain Declaration of Covenants, Conditions and Restrictions for "Vanguard Plaza" recorded December 20, 2004 as Document No. 2004-1195643 of Official Records, being a portion of Lot 2 of Escondido Tract 882, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 14925, filed in the Office of the County Recorder of San Diego County, December 14, 2004. Reserving therefrom non-exclusive access easements, parking area restricted easements, utility facility easements, signage easements and any other exclusive use easements, as set forth and described in that certain Declaration of Covenants, Conditions and Restrictions for "Vanguard Plaza" recorded December 20, 2004 as Document No. 2004-1195643 of Official Records.

Parcel 2:

Building Module (Unit) 1441, as set forth and described on that certain Condominium Plan for Vanguard Plaza recorded December 20, 2004 as Document No. 2004-1195642 of Official Records, and that certain Declaration of Covenants, Conditions and Restrictions for "Vanguard Plaza" recorded December 20, 2004 as Document No. 2004-1195643 of Official Records.

Parcel 3:

A Restricted Easement over the Restricted Use Area being designated as "Parking Area 1441" that is appurtenant to, and for the use and benefit of the Building Module (Unit) as described above, said easement being set forth, shown and defined on that certain Condominium Plan for Vanguard Plaza, recorded December 20, 2004 as Document No. 2004-1195642 of Official Records, and as further defined in that certain Declaration of Covenants, Conditions and Restrictions for "Vanguard Plaza" recorded December 20, 2004 as Document No. 2004-1195643 of Official Records.

Parcel 4:

Non-exclusive access easements, utility facility easements, signage easements and any other exclusive use easements that are appurtenant to the Building Module (Unit) set forth and described above, as said easements are set forth and described in that certain Declaration of Covenants, Conditions and Restrictions for "Vanguard Plaza" recorded December 20, 2004 as Document No. 2004-1195643 of Official Records.

APN: 228-290-62-02

(End of Legal Description)

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Exhibit "B"
LEGAL DESCRIPTION – NCC PROPERTY

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

Parcel 1:

A 15/30th Fractional Interest in the Undivided Interest Common Area, as set forth and described on that certain Condominium Plan for Vanguard Plaza recorded December 20, 2004 as Document No. 2004-1195642 of Official Records, and that certain Declaration of Covenants, Conditions and Restrictions for "Vanguard Plaza" recorded December 20, 2004 as Document No. 2004-1195643 of Official Records, being a portion of Lot 1 of Escondido Tract 882, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 14925, filed in the Office of the County Recorder of San Diego County, December 14, 2004. Reserving therefrom non-exclusive access easements, parking area restricted easements, utility facility easements, signage easements and any other exclusive use easements, as set forth and described in that certain Declaration of Covenants, Conditions and Restrictions for "Vanguard Plaza" recorded December 20, 2004 as Document No. 2004-1195643 of Official Records.

Parcel 2:

Building Module (Unit) 1451, as set forth and described on that certain Condominium Plan for Vanguard Plaza recorded December 20, 2004 as Document No. 2004-1195642 of Official Records, and that certain Declaration of Covenants, Conditions and Restrictions for "Vanguard Plaza" recorded December 20, 2004 as Document No. 2004-1195643 of Official Records.

Parcel 3:

A Restricted Easement over the Restricted Use Area being designated as "Parking Area 1451" that is appurtenant to, and for the use and benefit of the Building Module (Unit) as described above, said easement being set forth, shown and defined on that certain Condominium Plan for Vanguard Plaza, recorded December 20, 2004 as Document No. 2004-1195642 of Official Records, and as further defined in that certain Declaration of Covenants, Conditions and Restrictions for "Vanguard Plaza" recorded December 20, 2004 as Document No. 2004-1195643 of Official Records.

Parcel 4:

Non-exclusive access easements, utility facility easements, signage easements and any other exclusive use easements that are appurtenant to the Building Module (Unit) set forth and described above, as said easements are set forth and described in that certain Declaration of Covenants, Conditions and Restrictions for "Vanguard Plaza" recorded December 20, 2004 as Document No. 2004-1195643 of Official Records.

APN: 228-290-62-02

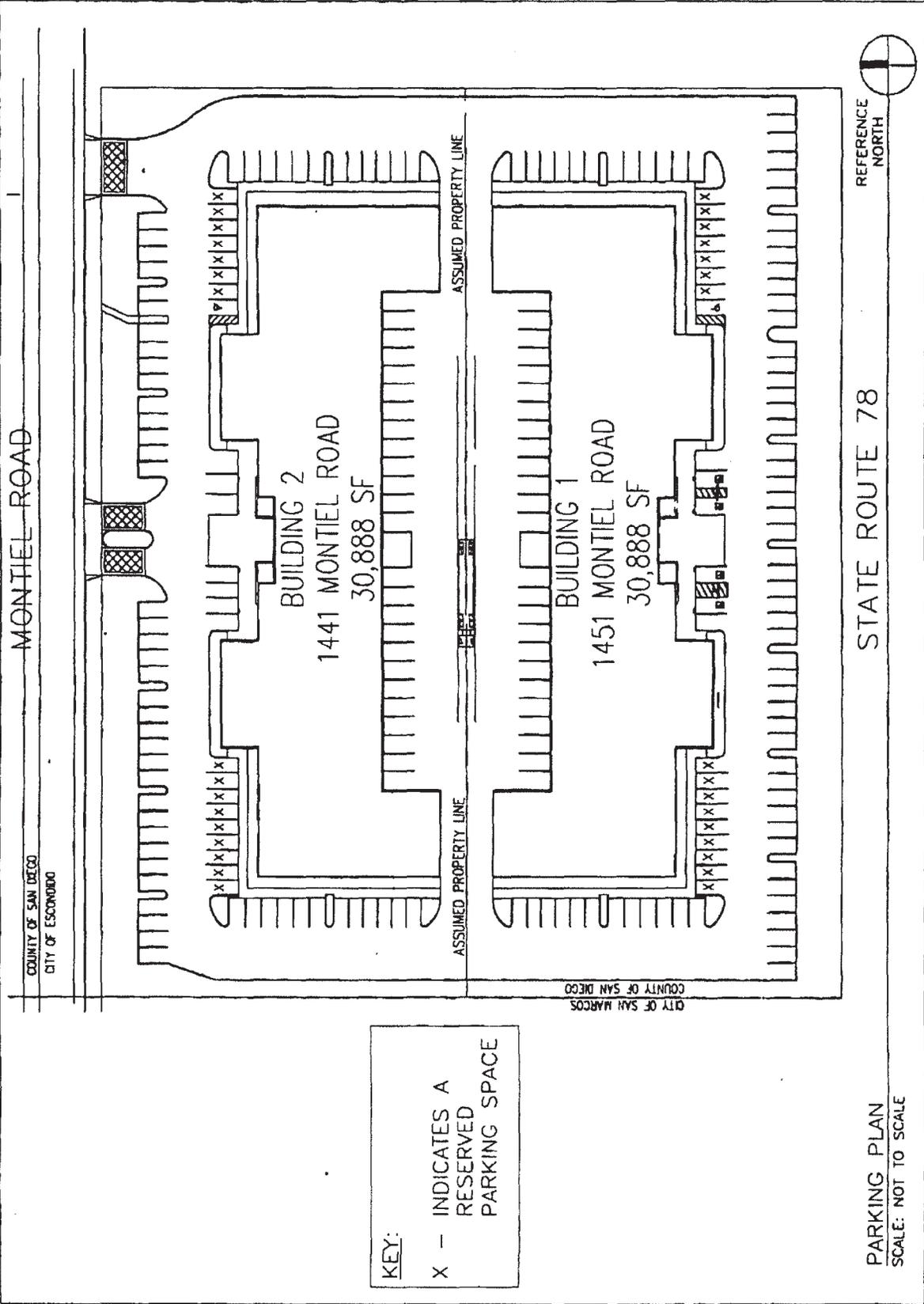
(End of Legal Description)

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EXHIBIT "C"
GRAPHIC ILLUSTRATION OF THE EXCLUSIVE PARKING SPACES

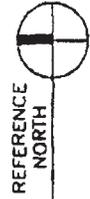
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COUNTY OF SAN DIEGO
CITY OF ESCONDIDO

CITY OF SAN MARCOS
COUNTY OF SAN DIEGO

KEY:
 X - INDICATES A
 RESERVED
 PARKING SPACE



STATE ROUTE 78

PARKING PLAN
SCALE: NOT TO SCALE

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ATTACHMENT 3

DRAFT ZONING ADMINISTRATOR RESOLUTION 2025-12

PROJECT NOS. PL25-0048 & PL25-0049

Zoning Administrator

Hearing Date: _____

Effective Date: _____

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE ZONING ADMINISTRATOR OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A PRECISE PLAN MODIFICATION AND AN ADMINISTRATIVE ADJUSTMENT FOR THE INSTALLATION OF AN 850 SQUARE FOOT FUEL CELL ENCLOSURE AND PARKING REDUCTION IN THE PD-C ZONE – MONTIEL ROAD MASTER PLAN

APPLICANT: Rodrigo Padua, SK Ecoplant Americas

CASE NO: PL25-0048 & PL25-0049

WHEREAS, the Zoning Administrator of the City of Escondido did, on December 4, 2025 hold a public hearing to consider a request for Precise Plan Modification (PDM) and an Administrative Adjustment Request (ADMADJ) for the reduction of 7 parking spaces, and additional reduction of 8 parking space requirement to facilitate an 850 square foot fuel cell enclosure on the property addressed as 1441 Montiel Rd., more particularly described in Exhibit "A," and all persons desiring to speak did so; and

WHEREAS, evidence was submitted to and considered by the Zoning Administrator at or before the public hearing, including, without limitation, written information, and the staff report dated December 4, 2025, which along with its attachments is incorporated herein by this reference; and

WHEREAS, a notice was published and mailed as required by the Escondido Zoning Code Article 61, Division 6, Section 33-1300 and applicable State law; and

WHEREAS, the application was assessed in conformance with the California Environmental Quality Act (CEQA) and a Notice of Exemption was prepared in conformance with CEQA Guidelines sections 15301, Class 1, "Existing Facilities" and 15305, Class 5, "Minor Alterations in Land Use Limitations"; and

WHEREAS, a staff report was presented discussing the issues in the matter; and

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

NOW, THEREFORE, BE IT RESOLVED by the Zoning Administrator of the City of Escondido:

1. That the above recitations are true and correct.
2. That the project is categorically exempt from further CEQA review pursuant to CEQA Guidelines section 15301, Class 1, "Existing Facilities" and 15305, Class 5, "Minor Alterations in Land Use Limitations."The Zoning Administrator has reviewed and considered the Notice of Exemption prepared for the project and has determined that it is complete and adequate, and there are no significant environmental effects which are cannot be mitigated.
3. That, considering the Findings of Fact attached as Exhibit "B" hereto, and applicable law, the Zoning Administrator hereby approves said Precise Plan Modification

and Administrative Adjustment, as depicted on the project plans included as Exhibit "C," and subject to the Conditions of Approval attached as Exhibit "D."

4. That this approval shall automatically become null and void unless a the project authorized by this approval has commenced within 36 months of the date of this approval, unless an Extension of Time is granted pursuant to Article 61 of the Escondido Zoning Code.

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

1. NOTICE IS HEREBY GIVEN that the project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Community Development and Engineering Services Departments. The project also is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval.

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 Section 66020.

PASSED, ADOPTED AND APPROVED by the Zoning Administrator of the City of Escondido, California, at a regular meeting held on the 4th day of December, 2025.

Sally Schifman
Zoning Administrator,
City of Escondido

Angel Estrada
WITNESS

Note: This action may be appealed to Planning Commission
pursuant to Zoning Code Section 33-1303

EXHIBIT "A"

PLANNING CASE NOS. PL25-0048 & PL25-0049

LEGAL DESCRIPTION

The Land referred to herein below is situated in the City of ESCONDIDO, County of San Diego, State of California, and is described as follows:

Parcel 1:

A 15/30th fractional interests in the undivided interest common area, as set forth and described on that certain condominium plan for VANGUARD PLAZA recorded December 20, 2004 as Document No. [2004-1195642](#) of Official Records, and that certain Declaration of Covenants, Conditions and Restrictions for "VANGUARD PLAZA" recorded December 20, 2004 as Document No. [2004-1195643](#) of Official Records, being a portion of Lot 1 of ESCONDIDO TRACT NO.882, in the City of ESCONDIDO, County of San Diego, State of California, according to Map Thereof No. [14925](#), filed in the Office of the San Diego County Recorder on December 14, 2004.

Parcel 2:

Building Module (UNIT) 1441, as set forth and described on that certain condominium plan for VANGUARD PLAZA recorded December 20, 2004 as Document No. [2004-1195642](#) of Official Records, and that certain Declaration of Covenants, Conditions and Restrictions for "VANGUARD PLAZA" recorded December 20, 2004 as Document No. [2004-1195643](#) of Official Records.

Parcel 3:

A restricted easement over the restricted use area being designated as "parking Area 1441" that is appurtenant to, and for the use and benefit of the building module (unit) as described above, said easement being set forth, shown and defined on that certain condominium plan for VANGUARD PLAZA, recorded December 20, 2004 as Document No. [2004-1195642](#) of Official Records, and as further defined in that certain Declaration of Covenants, Conditions and Restrictions for "VANGUARD PLAZA", recorded December 20, 2004 as Document No. [2004-1195643](#) of Official Records.

Parcel 4:

Non-exclusive access easements, utility facility easements, signage easements and any other exclusive use easements that are appurtenant to the building module (unit) set forth and described above, as said easements are set forth and described in that certain Declaration of Covenants, Conditions and Restrictions for "VANGUARD PLAZA" recorded December 20, 2004 as Document No. [2004-1195643](#) of Official Records.

For conveyancing purposes only: APN 228-290-62-01

EXHIBIT “B”

PLANNING CASE NOS. PL25-0048 & PL25-0049

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 the following exemption which has been determined to not have a significant effect on the environment, and are declared categorically exempt from the requirement for the preparation of environmental documents. The proposed project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15301 (“Existing Facilities”) and Section 15305 (“Minor Alterations in Land Use Limitations”). The proposed project will take place adjacent to an existing industrial building consisting of an 850 square foot fuel cell enclosure, falling under the thresholds identified in Section 15301(e)(2) of under 10,000 square feet. The reduction of 7 parking spaces, and additional reduction of 8 parking spaces required will not trigger an expansion of the current land use or density, within the stated guidance identified in Section 15305.
3. Further, the Project does not trigger any exceptions to categorical exemptions identified in CEQA Guidelines section 15300.2. in that:
 - a. *Location.* The proposed project is not located in a particularly sensitive environment, and does not impact an environmental resource of hazardous or critical concern as none have been identified in the project site.
 - b. *Cumulative Impact.* The proposed project will not result in a cumulative impact from successive projects of the same time in the same place, over time, as the project is consistent with the General Plan policies which were addressed in the General Plan Final EIR. Furthermore, the project will remain within the Montiel Road Planning Area Master Plan’s development standards for the property, and remain consistent with the Master Plan policies and guidelines.
 - c. *Significant Effect.* The area of impact is already disturbed and improved with an existing industrial multi-tenant development and there are no unusual circumstances surrounding the project that will result in a reasonable possibility of a significant effect on the environment.
 - d. *Scenic Highways.* The proposed project will not damage scenic resources, including trees, historic buildings, rock outcroppings, or similar resources as the areas of impact have already been disturbed.
 - e. *Hazardous Waste Sites.* The project site is not located on a site as referenced in Section 65962.5 of the Government Code.

Bloomenergy®

325KW EXTERIOR FUEL CELL INSTALLATION

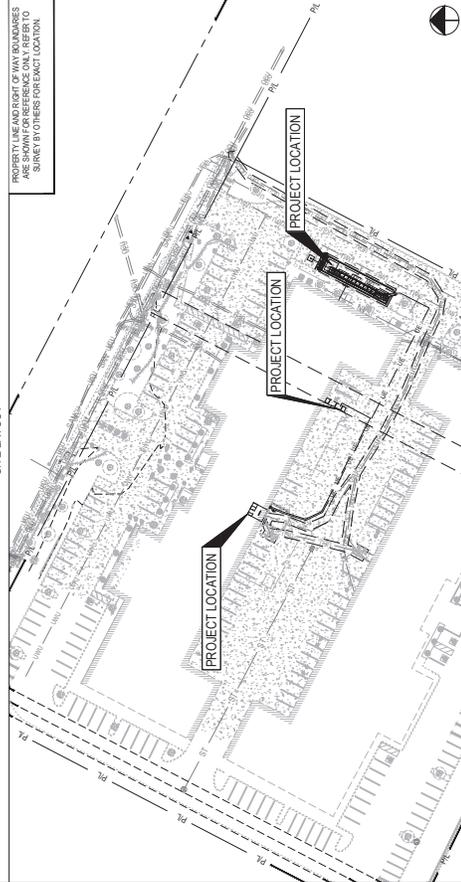


1441 MONTIEL RD, SUITE 141
ESCONDIDO, CA 92026
TMB000.0

PRELIMINARY PLAN

SITE LAYOUT

PROPERTY LINE AND RIGHT OF WAY BOUNDARIES ARE SHOWN FOR REFERENCE ONLY. REFER TO SURVEY BY OTHERS FOR EXACT LOCATION.



AERIAL MAP



SITE INFORMATION

PARCEL INFORMATION
 1441 MONTIEL ROAD, ESCONDIDO, CA 92026
 COUNTY: SAN DIEGO
 EXISTING PROPOSED USE: PLANNED DEVELOPMENT - COMMERCIAL (PD-C)

PROPERTY TYPE: BLDG
PROPERTY TYPE: BLDG
DISPERSED AREA: 4,111.88 SF (0.92 AC)

PARKING INFORMATION
 EXISTING PARKING: 22
 FINAL PARKING COUNT: 24

NOTES
 *EXISTING TEMPORARY PROFILES AND TRAILERS WERE PRESENT DURING THE SITE SURVEY WITHIN THE INNER BUILDING FOOTPRINT. CONTRACTOR SHALL REMOVE ALL TRAILERS AND TEMPORARY PROFILES AND REPAIR ANY DAMAGE TO THE PAVEMENT SURFACE. UNLESS OTHERWISE NOTED, ALL DIMENSIONS SHALL BE IDENTIFIED VIA SURVEY SITE PHOTOS AND SITE VISIT ARE INCLUDE IN THE EXISTING PARKING COUNT. EXISTING PARKING COUNT SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND SHALL BE NOTIFIED OF ANY DISCREPANCIES.

SCOUR ANALYSIS
 ALL EXISTING PROPOSED SLOPES WITHIN PROJECT LIMITS ARE LESS THAN 5%.

FLOOD HAZARD ANALYSIS
 THE SITE IS LOCATED WITHIN FLOOD ZONE V (AREA DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOOD PLAIN) PER FLOOD INSURANCE RATE MAP (FIRM) 17083C0101A, EFFECTIVE DATE: 08/16/17.

APPLICABLE CODES

- 2022 CALIFORNIA ADMINISTRATIVE CODE (CACI) PART 1 TITLE 24 CCR
- 2022 CALIFORNIA BUILDING CODE (CBC), PART 9, TITLE 24 CCR
- 2022 CALIFORNIA ELECTRICAL CODE (CEC), PART 9, TITLE 24 CCR
- 2022 CALIFORNIA MECHANICAL CODE (CMC), PART 9, TITLE 24 CCR
- 2022 CALIFORNIA PLUMBING CODE (CPC), PART 9, TITLE 24 CCR
- 2022 CALIFORNIA FIRE CODE (FC), PART 9, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 1, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 2, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 3, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 4, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 5, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 6, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 7, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 8, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 9, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 10, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 11, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 12, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 13, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 14, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 15, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 16, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 17, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 18, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 19, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 20, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 21, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 22, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 23, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 24, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 25, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 26, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 27, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 28, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 29, TITLE 24 CCR
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- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 31, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 32, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 33, TITLE 24 CCR
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- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 98, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 99, TITLE 24 CCR
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 100, TITLE 24 CCR

PROJECT DESCRIPTION

NEW FUEL CELL ENERGY SYSTEMS TO BE INSTALLED FOR GAS AND ELECTRICAL TRENCH TO BE BACKFILLED AND NEW BLOOMENERGY PACKAGED ENERGY SERVERS AND STEEL SUPPORT SKIDS ARE ASSEMBLED AT THE FACTORY AND FURNISHED AND INSTALLED NEW CAST IN PLACE CONCRETE PAD FOR ANCHORAGE EQUIPMENT.

ELECTRICAL WORK

- FURNISH AND INSTALL NEW ELECTRICAL FEEDERS BETWEEN ENERGY SERVERS, SKIDS, AND IN-CLOSED CIRCUIT BREAKERS.
- FURNISH AND INSTALL NEW PER ENCLOSED CIRCUIT BREAKER, TO ENERGY SERVERS AND ACCESSORIES.
- FURNISH AND INSTALL NEW WATER CONNECTION FROM POTABLE WATER SOURCE IN THE FACILITY TO SERVE BLOOM ENERGY SERVERS.
- FURNISH AND INSTALL NEW NATURAL GAS SERVICE LINE FROM MAIN WATER TO ENERGY SERVER.

SCOPE OF WORK

- NEW TRENCH FROM BLOOM ENERGY SERVERS TO BUILDING FOR GAS AND ELECTRICAL TRENCH TO BE BACKFILLED AND NEW BLOOMENERGY PACKAGED ENERGY SERVERS AND STEEL SUPPORT SKIDS ARE ASSEMBLED AT THE FACTORY AND FURNISHED AND INSTALLED NEW CAST IN PLACE CONCRETE PAD FOR ANCHORAGE EQUIPMENT.
- FURNISH AND INSTALL NEW PER ENCLOSED CIRCUIT BREAKER, TO ENERGY SERVERS AND ACCESSORIES.
- FURNISH AND INSTALL NEW WATER CONNECTION FROM POTABLE WATER SOURCE IN THE FACILITY TO SERVE BLOOM ENERGY SERVERS.
- FURNISH AND INSTALL NEW NATURAL GAS SERVICE LINE FROM MAIN WATER TO ENERGY SERVER.

PERMITTING INFORMATION

PERMITTING INFORMATION

DEPARTMENT
 ESCONDIDO PLANNING DEPARTMENT
 (951) 838-6611

PLANNING
 ESCONDIDO FIRE DEPARTMENT ADMINISTRATION
 (951) 838-6600

UTILITY
 SAN DIEGO GAS & ELECTRIC COMPANY (SDG&E)
 (619) 594-5343

WATER
 SAN DIEGO COUNTY WATER AGENCY (SDCWA)
 (619) 522-6600

BEFORE SCALING & PLAN REPRODUCTION WARNING

CONTRACTORS SHALL VERIFY ALL PLANS EXISTING DIMENSIONS AND FIELD CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME. PLANS PRODUCED ON ZONAL SHEETS.

PROJECT TEAM CONTACTS

MANUFACTURER	ADDRESS	CONTACT INFO
BLOOM ENERGY	4301 N. 15 TH STREET SAN JOSE, CA 95134	CONTACT INFO (408) 543-5300
ESCONDIDO CITY	1441 MONTIEL RD ESCONDIDO, CA 92026	CONTACT INFO (951) 838-6611
ESCONDIDO FIRE	1441 MONTIEL RD ESCONDIDO, CA 92026	CONTACT INFO (951) 838-6600
SDG&E	500 SOUTH MAIN STREET SAN DIEGO, CA 92101	CONTACT INFO (619) 594-5343
SDCWA	500 SOUTH MAIN STREET SAN DIEGO, CA 92101	CONTACT INFO (619) 522-6600

EOR - GPD GROUP, INC. CONTACTS

PROJECT MANAGER	ADDRESS	CONTACT INFO
BOB TRICHA	500 SOUTH MAIN STREET SAN DIEGO, CA 92101	CONTACT INFO (619) 522-6600
MORNE LEFANT	500 SOUTH MAIN STREET SAN DIEGO, CA 92101	CONTACT INFO (619) 522-6600
MECHANICAL	500 SOUTH MAIN STREET SAN DIEGO, CA 92101	CONTACT INFO (619) 522-6600
ELECTRICAL	500 SOUTH MAIN STREET SAN DIEGO, CA 92101	CONTACT INFO (619) 522-6600
PLUMBING	500 SOUTH MAIN STREET SAN DIEGO, CA 92101	CONTACT INFO (619) 522-6600

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NO.	DESCRIPTION	SHEET TITLE
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005	DETAILED SITE PLAN	DETAILED SITE PLAN
006	FOUNDATION PLAN	FOUNDATION PLAN
007	CONCRETE	CONCRETE
008	ELECTRICAL	ELECTRICAL
009	MECHANICAL	MECHANICAL
010	PLUMBING	PLUMBING
011	GENERAL SPECIFICATIONS	GENERAL SPECIFICATIONS
012	DETAILS ELECTRICAL PLAN	DETAILS ELECTRICAL PLAN
013	DETAILS MECHANICAL PLAN	DETAILS MECHANICAL PLAN
014	DETAILS PLUMBING PLAN	DETAILS PLUMBING PLAN
015	GROUNDING REFERENCE DIAGRAM	GROUNDING REFERENCE DIAGRAM
016	BLOCK ENERGY COMMUNICATIONS DIAGRAM	BLOCK ENERGY COMMUNICATIONS DIAGRAM
017	MECHANICAL SPECIFICATIONS	MECHANICAL SPECIFICATIONS
018	NATURAL GAS RISER DIAGRAM	NATURAL GAS RISER DIAGRAM
019	MECHANICAL DETAILS	MECHANICAL DETAILS
020	UTILITY AREA DETAILS	UTILITY AREA DETAILS
021	UTILITY AREA DETAILS	UTILITY AREA DETAILS
022	BLOOMENERGY PRODUCT DETAILS SHEET	BLOOMENERGY PRODUCT DETAILS SHEET

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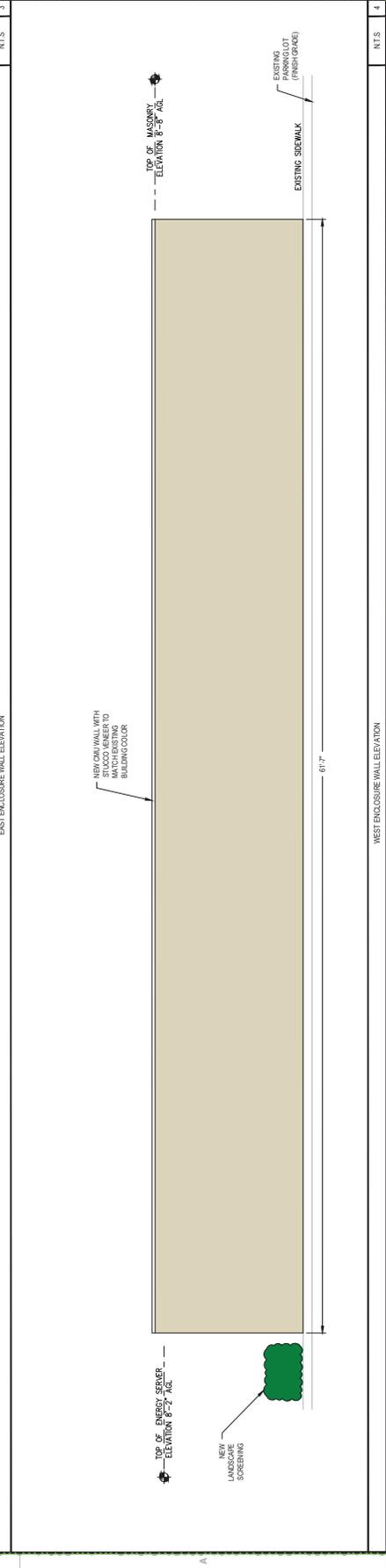
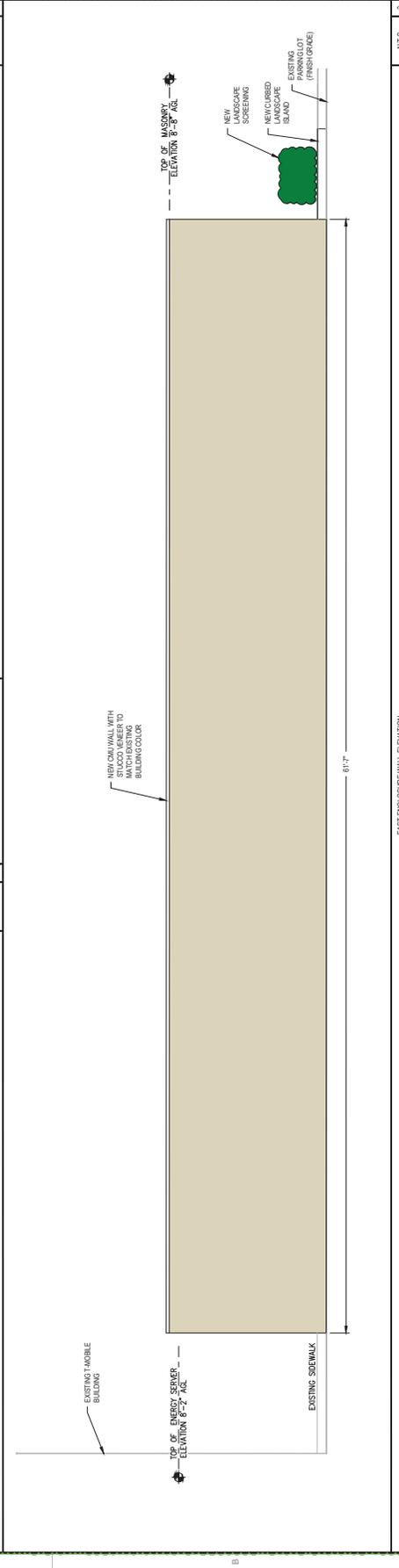
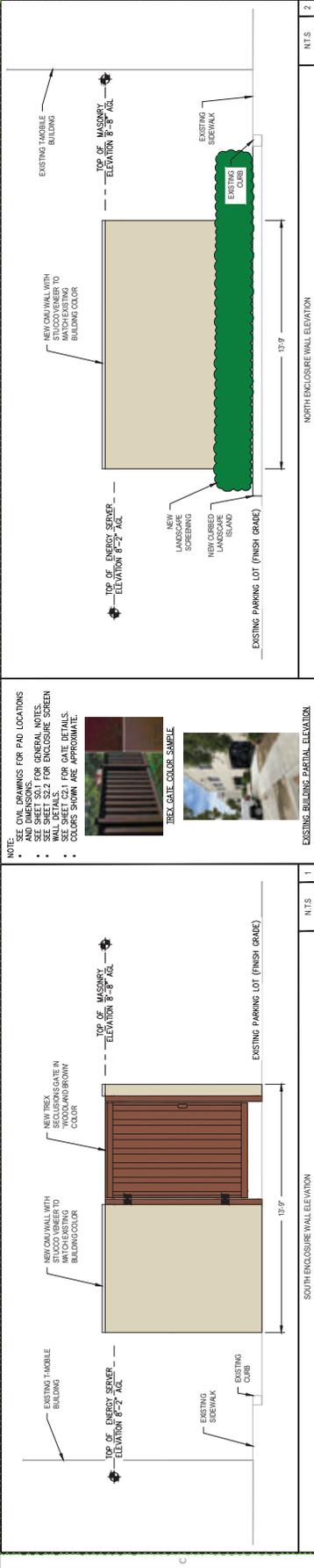
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ELECTRICAL	500 SOUTH MAIN STREET SAN DIEGO,	

1 2 3 4



EOR



FUEL CELL MANUFACTURER:
BloomEnergy
 450 N. G STREET
 100 SOUTH MAIN STREET
 IRVINE, CA 92610
 949.251.2100

CUSTOMER:
T-Mobile
 1441 MONTIEL RD, SUITE 141
 ESCONDIDO, CA 92026

EPC:
SK Skanska American
 3161 MICHELSON DR. #525
 IRVINE, CA 92612

REV	DATE	DESCRIPTION
1	08.11.25	ISSUED FOR PERMITS
2	08.11.25	ISSUED FOR CONSTRUCTION
3	08.11.25	REV. PLANNED DEVELOPMENT REQUIREMENTS
4	08.11.25	REV. PLANNED DEVELOPMENT REQUIREMENTS
5	08.11.25	REV. PLANNED DEVELOPMENT REQUIREMENTS
6	08.11.25	REV. PLANNED DEVELOPMENT REQUIREMENTS
7	08.11.25	REV. PLANNED DEVELOPMENT REQUIREMENTS
8	08.11.25	REV. PLANNED DEVELOPMENT REQUIREMENTS



TM8000.0
 1441 MONTIEL RD, SUITE 141
 ESCONDIDO, CA 92026
EQUIPMENT AREA ELEVATIONS

PROJECT MANAGER	DESIGNER
RW	TMA

JOB NO.
2024345.10

C2.2



EXISTING

PROPOSED



TMB000.0 - 325KW FUEL CELL INSTALLATION

1441 Montiel Rd, Suite 141
Escondido, CA 92026

ALL COLORS AND MATERIALS REPRESENTED ARE A CLOSE APPROXIMATION AND SHOULD BE CONSIDERED VISUAL DESIGN INTENT ONLY. THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION, BID, RELIANCE OR IMPLEMENTATION.



PROPOSED



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TMB000.0 - 325KW FUEL CELL INSTALLATION

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provided to the site. The proposed project will not expand or impact existing utilities and will remain in compliance with existing regulations and requirements identified under the Escondido Municipal Code.

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

The proposed project is well integrated with its settings, as the enclosure is proposed within the existing parking area and no excessive earthmoving, grading, or destruction of desirable natural features will be part of this project. The exterior design is harmonious with the existing industrial multi-tenant buildings, and does not substantially harm major views from adjacent properties as the design is consistent with existing architecture, and landscaping elements have been included to further screen the enclosure from public view.

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

The proposed project matches the existing design of the industrial office building, sharing the same materials, location, and landscaping elements of the original development.

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

The proposed project is located in an area that does not require excessive earthmoving or grading, nor destruction of desirable natural features. The project is not visually obstructive or disharmonious, as it matches the design of the existing structures on site.

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

The proposed precise plan modification does not provide any changes of existing zoning regulations with regards to the uses.

EXHIBIT "C"

PLANNING CASE NOS. PL25-0048 & PL25-0049

CONDITIONS OF APPROVAL

This Project is conditionally approved as set forth on the application received by the City of Escondido on **March 24, 2025**, 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 **December 4, 2025**, and shall not be altered without express authorization by the Development Service Department.

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

A. General:

1. **Acceptance of Permit.** If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
 - a. Acceptance of the Permit by the Applicant; and
 - b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
2. **Permit Expiration.** This Permit shall expire 36 months from the effective date of approval, unless additional time is granted pursuant 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. Such "minor" modifications shall be processed through a substantial conformance process identified by the Planning Division. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

5. Limitations on Use. Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Development Services Department.

6. Certificate of Occupancy.

- a.** No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.
- b.** Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Development Services.

7. Availability of Permit Conditions.

- a.** Prior to building permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.
- b.** The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

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

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

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

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

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

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

12. 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. **Trash Enclosures.** All appropriate trash enclosures or other approved trash systems shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.
12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.
13. **Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.
14. **Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-

residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.

15. Construction Equipment Emissions. Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Development Services that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary project-generated functional equivalencies in the diesel PM emissions level are achieved.

C. Parking and Loading/Unloading.

1. A minimum of 214 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. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

D. Landscaping: The property owner or 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. All previous conditions of approval from Case Nos. 2000-47-PD/CUP/GE, 2003-05-CUP, 2004-33-PD/Tract 882, and 2007-12-PD shall remain in effect unless expressly modified herein.
2. Electricity generated from the fuel cell installation from this project shall be exclusive to the on-site cellular switching service tenant, originally approved under City Case No. B03-0244.
3. The project includes the installation of seven 325 kW fuel cells within the approved enclosure area. No additional fuel cells shall be permitted as part of this approval.
4. The enclosure shall be required to have either landscaping or artificial landscaping to soften the hardscape as shown on the approved plans.

ATTACHMENT 6

PLANNING CASE NO. PL25-0048 & PL25-0049

NOTICE OF EXEMPTION



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

Notice of Exemption

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

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

Project Title/Case No: Precise Plan Modification and Administrative Adjustment (PL25-0048 & PL25-0049)

Project Location - Specific: On the south side of Montiel Road, between Deodar Road and Suzanne Lane addressed as 1441 Montiel Rd. (APN: 228-290-62-01)

Project Location - City: Escondido **Project Location - County:** San Diego

Description of Project: Approve a Precise Plan Modification and an Administrative Adjustment for the installation of an 850 square foot fuel cell enclosure on the subject site. The request includes the removal of seven parking spaces to facilitate the construction, and reduction of 8 additional parking spaces from parking requirements. The site is zoned Planned Development – Commercial (PD-C) and has a General Plan land use designation of Planned Commercial (PC).

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: Rodrigo Padua, EK Ecoplant Americas

Address: 3161 Michelson Dr., Ste. 925, Irvine, CA 92612

Telephone: 661-844-0634

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

Exempt Status:

The project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section 15301 (Existing Facilities), 15305 (Minor Alterations in Land Use Limitations).

Reasons why project is exempt:

- The proposed project is consistent with the City of Escondido Zoning Code and General Plan, and no variances are required. The subject parcel is located in a developed area of the City, which has all services, public utilities, and access available on site.
- The proposed project is categorically exempt pursuant to CEQA Guidelines Section 15301 ("Existing Facilities"), in that the proposed project consists of a request for the installation of an 850 square foot fuel cell enclosure, falling under the thresholds identified in subsection(e)(2) of under 10,000 square feet.
- The reduction of parking spaces will not trigger an expansion of the current land use or density, within the stated guidance identified in Section 15305.
- Approval of the project would not result in any significant effects relating to traffic, air quality, or water quality.
- The site has been completely developed, and has no value as habitat for endangered, threatened, or rare species. The proposed development would not have the potential to cause an adverse impact on the environment and is not subject to further CEQA review.
- Furthermore, none of the exceptions listed under CEQA Guidelines section 15300.2, in that:
 - o Location. The proposed project is not located in a particularly sensitive environment, and does not impact an environmental resource of hazardous or critical concern as none have been identified in the project site.
 - o Cumulative Impact. The proposed project will not result in a cumulative impact from successive projects of the same type in the same place, over time, as the project is consistent with the General Plan policies which were addressed in the General Plan Final EIR. Furthermore, the project will remain within the

approved Montiel Road Planning Area Master Plan's development standards for the property, and remain consistent with the Master Plan policies and guidelines.

- Significant Effect. There are no unusual circumstances surrounding the project that would result in a reasonable possibility of a significant effect on the environment, as the area of impact is already disturbed and improved with an existing industrial multi-tenant development.
- Scenic Highways. The proposed project will not damage scenic resources, including trees, historic buildings, rock outcroppings, or similar resources as the areas of impact have already been disturbed.
- Hazardous Waste Sites. The project site is not located on a site as referenced in Section 65962.5 of the Government Code.
- Historical Resources. The project is not on a site which contains a significant historical resource, and would not cause a substantially adverse change to the significance of a historical resource.

Lead Agency Contact Person: Alex Rangel

Area Code/Telephone/Extension: 760-839-4542

Signature: _____

Alex Rangel
Associate Planner

_____ Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant

ZONING ADMINISTRATOR

CASE NUMBER: PL25-0130

APPLICANT: Bree Wong, Brizo Pacific Inc., on behalf of YMCA San Diego

PROJECT LOCATION: On the east side of N. Broadway, between W. Lincoln Ave. and Espanas Glen, addressed as 1040, 1050, and 1102 N. Broadway (APNs: 229-050-05-00; 229-050-06-00; 229-050-12-00; 229-050-23-00; 229-050-24-00; 229-050-31-00; and 229-050-32-00).

REQUEST: Approval of a modification to a Conditional Use Permit (PL25-0130) for an existing youth organization. The proposed project includes the repurposing of portions of the existing facilities on site to include cooperative programs with Escondido Union School District, tenant improvements for approximately 8,100 square feet of college educational services, and tenant improvements for approximately 10,700 square feet of out-patient medical services for students and youth organization members. No exterior modification or expansion is proposed as a part of this project. The site is split-zoned, zoned Multi-Family Residential (R-2-12) and General Commercial (CG), and has a split Land Use Designation within the General Plan of Urban II (U2) and General Commercial (GC).

STAFF RECOMMENDATION: Approval

GENERAL PLAN DESIGNATION: Urban II (U2) and General Commercial (GC).

ZONING: Multi-Family Residential (R-2-12) and General Commercial (C-G).

BACKGROUND/PROJECT DESCRIPTION:

The project site is located on the eastern side of North Broadway, to the north of Lincoln Avenue. The property is bounded to the south with general commercial uses, including a restaurant use, banquet hall, and commercial gas station. Residential uses, including multi-family residential and single-family residential, bound the property to the north and east respectively, with the project

site surrounding a senior housing community. Lincoln Elementary School is located on the western side of the property across North Broadway. The project site consists of seven separate parcels, totaling 7.1 acres, located within a “Split-Zone” designation of the City of Escondido. Portions of the site are zoned for Light Multi-Family Residential (R-2-12), and General Commercial (CG), with the division occurring within parcel boundaries. The General Plan designations of the project site are equally split between the “Urban II” (U2) residential designation and “General Commercial” (GC) designations.

Initial development of the project site began in 1967, under the Palomar chapter of the YMCA. Subsequent expansion continued throughout the years following, with the most recent expansion of the facility completed in 2009 under City Case No. PHG09-0003. YMCA of San Diego County currently operates on site within approximately 84,000 square feet of building area, and 32,000 square feet of outdoor play areas. The current facilities consist of an existing youth sports center, gymnasium and associated fitness facilities, outdoor play and soccer arena, and administrative office components for the day-to-day operations of the facility. The site, zoning, and general plan designations are provided as Attachment “1” to this staff report.

YMCA of San Diego County (applicant) requests approval of a Conditional Use Permit (“CUP”) (PL25-0130) modification to repurpose portions of their campus to expand services offered to members of the local youth organization and community members. Upon approval of the CUP, the applicant would be partnering with the Escondido Union School District (“EUSD”), National University, and Neighborhood Healthcare to provide enhanced services to students of the EUSD, members of the YMCA, and college students enrolled with National University. This request includes the repurposing of space previously used for daycare operations to be included as part of the EUSD’s onsite programming.

All portions of the project site effected by this CUP request are located within the R-2-12 zone of the split-zoned property. Pursuant to Article 6 (Residential Zones), Section 33-94 of the Escondido Zoning Code (“EZC”), youth organizations, such as the YMCA, and primary, secondary, and post-secondary education services, such as that proposed in partnership with EUSD and National University respectively, are permitted in the R-2-12 zone with a CUP. The proposed medical services, to be provided in partnership with Neighborhood Healthcare, have been evaluated by the Director of Development Services pursuant to Article 61, Division 1, Section 33-1201, and determined to be permitted as accessory to the primary youth organization and educational land uses.

Pursuant to Article 61 (Administration and Enforcement), Section 33-1202(c)(2), uses that entail no new construction or physical expansion may be permitted through the minor conditional use permit process, approved by the Zoning Administrator. The proposed project entails only interior tenant improvements and modifications to existing use permit components, and does not involve a physical expansion of the site. The proposed modifications and planned programming of spaces may be reviewed within the project plans, provided as Attachment “2” to this staff report.

Escondido Union School District Partnership Program

EUSD students would be transported to and from the YMCA facility to participate in a variety of afterschool activities during the school year, and student programs would be available during summer break. Student programming would include the use of the existing aquatic facility for swim lessons, the soccer arena and gymnasium for sports activities, the outdoor play area for agricultural education and programming, and the former day care facility would be reactivated for educational programs. EUSD would transport approximately 200-300 students per day via bus from EUSD campuses throughout the City.

EUSD would utilize the YMCA facility Monday through Friday, between 2 p.m. and 6 p.m., throughout the school year (August to June). During the summer break (June to August), EUSD would utilize the YMCA facility Monday through Friday, between 8 a.m. and 2 p.m. Facilities utilized by EUSD students would be closed to the general public while in operation.

National University Partnership Program

Approximately 8,100 square feet of the northern “Stensrud” gymnastics building would be repurposed for the operation of a satellite, college-level education campus operated by National University. This would be one of National University’s new “Nest-Healthy Learning Centers,” providing additional, local services, both in-person and virtual, for National University students. National University would operate two classrooms at this satellite location, for students seeking a degree, and auxiliary on-site educational services. National University would also provide personalized educational resources, such as open computer labs, additional on-site student specialists, veteran’s resources, National University advisory services, and access to the existing “child watch” services provided by the YMCA. All post-secondary educational services would be otherwise independent from existing YMCA membership and programming.

National University plans to have approximately 4 staff present during all hours of operation within the satellite campus. Hours of operation would be Monday through Friday, 8 a.m. to 9 p.m., and Saturdays from 8 a.m. to 5 p.m. Maximum expected attendance for classroom facilities would be a maximum of 70 students during the hours of operation.

Neighborhood Healthcare Partnership:

Approximately 10,700 square feet of the southern fitness facility would be repurposed to open a “youth-focused” health center, to be operated by Neighborhood Healthcare, which would provide out-patient medical and social services for children at the YMCA campus. Neighborhood Healthcare would provide general medical services, pediatric primary care, behavioral health services, dental services, and similar services to ages 0-18. No services would be made available to the general public.

Neighborhood Healthcare would operate eight medical exam rooms, two dental operatories, two behavioral health consult rooms, and a central lab/immunization room. There would be a maximum of 25 employees, with expected clinician services provided to approximately 118 children per day. Hours of operation would be between Monday through Friday, 8 a.m. to 5 p.m.

ANALYSIS:

1. General Plan Conformance:

The General Plan land use designation for the project site is split between Urban II and General Commercial. All portions of the proposed CUP modification would be located within the Urban II designated portion of the project site.

- a. *Residential Development Policy 3.2: Permit limited non-residential development, such as churches or schools, on properties designated by residential use classifications subject to state and local ordinances.*

The project site is designated "Urban II," a residential use classification intended for single-family, multi-family, and mobile home units. The proposed project consists of permitted uses subject to a CUP under Article 6, table 33-94 or have been reviewed and analyzed by the Director under Article 61, Section 33-1201(b). City Staff have reviewed and determined that the project, as conditioned, would be in conformance with all applicable ordinances of the Escondido Municipal Code. The proposed project would adhere to all applicable development standards.

- b. *Health and Wellness Policy 1.4: Ensure that health and human services facilities are easily accessible, distributed equitably throughout the city and are compatible with adjoining uses.*

YMCA and EUSD's partnership with Neighborhood Healthcare would provide a valued health services amenity to members of the YMCA and EUSD student population which is currently not available directly to students on school campuses, nor in close proximity to residential locations. This partnership would provide outpatient services in a more convenient, accessible location for the targeted population.

- c. *Health and Wellness Policy 1.5: Collaborate with health care providers and other community partners in identifying health and wellness issues and developing and implementing a community-based private sector approach for improving and maintaining healthy lifestyles.*

Neighborhood Healthcare has provided research and data regarding Escondido's current population, identifying significant barriers to care and health outcomes for the Escondido populace. This research additionally included socioeconomic barriers to

health outcomes for residents. With the proposed project, Neighborhood Healthcare seeks to provide additional care to the youth populace of the City.

- d. *Health and Wellness Policy 1.6: Encourage school districts to create opportunities for children to be active to promote health and wellness, as well as to curb obesity.*

A portion of EUSD's planned programming within the YMCA site would utilize the existing fitness facilities to include the pool area for swimming lessons and the gymnasium and fitness centers for physical fitness education and programs.

- e. *Health and Wellness Policy 1.11: Encourage the revitalization of existing urban areas to achieve improvements in overall public health by promoting a healthier living environment that includes walkable neighborhoods and access to recreation and open space, healthy foods, medical services, and transit.*

The proposed project would seek to revitalize the YMCA's operations at this location. Following the COVID-19 pandemic, YMCA programs have been reduced in capacity and scale throughout the region. The partnerships that YMCA is proposing for this site would promote more fitness education programs, educational services, and medical services.

- f. *School and Education Policy 5.15: Encourage and support the development, expansion, and upgrade of higher education facilities such as Palomar Colleges, California State University San Marcos, and private universities.*

The proposed project includes the YMCA's partnership with National University, to provide additional services of higher education to Escondido residents. There are currently no physical National University campuses in the Escondido region, and the development of this satellite "Nest" center would provide a local option for Escondido residents who are enrolled in National University programs.

2. Zoning Code Conformance:

The project site is located within both the Light Multi-Family Residential (R-2-12) and General Commercial (CG) zoning designation. All portions of the project site effect by this CUP modification would be located within the R-2-12 zone of the split-zoned property. Residential zones are governed pursuant to the permitted land use table 33-94 per Article 6 of the EZC, which establishes the purpose, provisions, and standards for residential and residential-adjacent development. Youth organizations, such as the YMCA, and primary, secondary, and post-secondary education services, such as that proposed in partnership with EUSD and National University respectively, are permitted in the R-2-12 zone with a CUP. The proposed medical services, to be provided in partnership with Neighborhood Healthcare, have been determined to be permitted as accessory to the primary youth

organization and educational land uses by the Director of Development Services under Article 61, Section 33-1201(b).

Youth Organizations are additionally governed by Article 57 (Miscellaneous Use Restrictions), Section 33-1105 of the EZC. This section provides additional provisions for youth organization facilities that shall be adhered to as part of their development. The site currently adheres to all standards within this section of the EZC, and no modifications are proposed or requested.

3. Parking Requirements and Traffic Concerns:

Article 39 (“Off-Street Parking”) governs parking space requirements in connection with particular land uses. Section 33-765 (“Parking Spaces Required”) lists standards for the number of off-street parking spaces to be provided for land uses, and Section 33-772 (“Mixed uses in a building”) permits the requirements of off-street parking to be the sum of requirements for the various uses computed separately.

The applicant, in coordination with Linscott, Law & Greenspan Engineers (“LLG”) and Benton & Benton Architects, has provided a complete breakdown of all proposed land uses and their corresponding facility spaces, based on definitions provided within Section 33-765 of the EZC. The provided calculations demonstrate that the proposed project would require a total of 331 parking spaces, as demonstrated below:

<u>Land Use</u>	<u>Parking Ratio per Article 39</u>	<u>Parking Required (331)</u>
Administrative/Office:		
Primary Admin Office	1 space per 300 SF (3,965 SF)	13.2
Gym Fitness Center:		
YMCA Sports Courts	2 spaces per court (2 courts) 1 space per 5 seats (168 seats)	4 33.6
Office/Administrative	1 space per 300 SF Minimum 4 (381.4 SF)	4
Swimming Pool	1 space per 150 SF (4,985 SF)	33.2
Child Watch (daycare)	1 space per 10 children	8

	(40 children max) 1 space per staff (4 staff)	
Neighborhood Health Care	1 space per 200 SF (10,647 SF)	53.2
EUSD/Youth Building:		
Elementary School	1 space per staff Estimated 12.4 staff/shift based on student count	12.4
Stensrud Sports Center:		
National University	1 space per 1.5 students (70 max students) 1 space per each faculty (4 faculty)	50.7
YMCA Recreational	1 space per 200 SF (14,062 SF) 1 space per 5 seats (140 seats)	98.3
Office/Administrative	1 space per 300 SF (219.6 SF) Minimum 4	4
Outdoor Sports Arena:		
	17 spaces per LLG Study	17
Total		331.6

The proposed project would require a total of 331 parking spaces. The project site currently provides 337 parking spaces, meeting the requirements of Section 33-765 of the EZC.

The project application also includes a traffic scoping agreement, which demonstrates that the proposed change of uses within the existing youth facility would not result in any adverse traffic impacts. The proposed project would result in a net increase in daily trip generation of 87 new daily trips, and is within a VMT efficient area per SANDAG screening maps. These criteria fall under the thresholds identified in the City's Traffic Impact Analysis Guidelines, and no further analysis or substantiation is required. The applicant has also provided a circulation plan to staff, to demonstrate how EUSD students would be transported on and off the project site. The circulation plan has been provided as Attachment "3" to this staff report. This circulation plan utilizes previously developed

parking and circulation areas of the project site, and no modifications to the site are proposed at this time.

ENVIRONMENTAL STATUS:

The project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities) as described further in the Findings of Fact, attached as Exhibit "B" to Zoning Administrator Resolution No. 2025-13. The proposed project would take place within a fully developed youth organization facility, and no physical expansion of the existing spaces is proposed. A Draft Notice of Exemption has been provided as Attachment "5" to this staff report.

REASONS FOR RECOMMENDATION:

The proposed modifications to the existing CUP are not anticipated to have any adverse impacts on the surrounding properties, as all proposed modifications would be located on site within an existing developed youth organization facility and would utilize existing outdoor amenities. While the project is within proximity of multiple sensitive uses including an elementary school and residential uses, the development standards within the EZC and conditions of approval ensure that no adverse impacts would occur to adjacent properties. Further, no adverse impacts related to traffic would occur as the use is a conditionally permitted use pursuant to Article 6, Residential Zones. Conditions of Approval have been included with the draft resolution to ensure compliance with all regulations within the Escondido Zoning Code.

Therefore, staff recommends the Zoning Administrator approve the project as conditioned.

Respectfully submitted,



Alex Rangel
Associate Planner

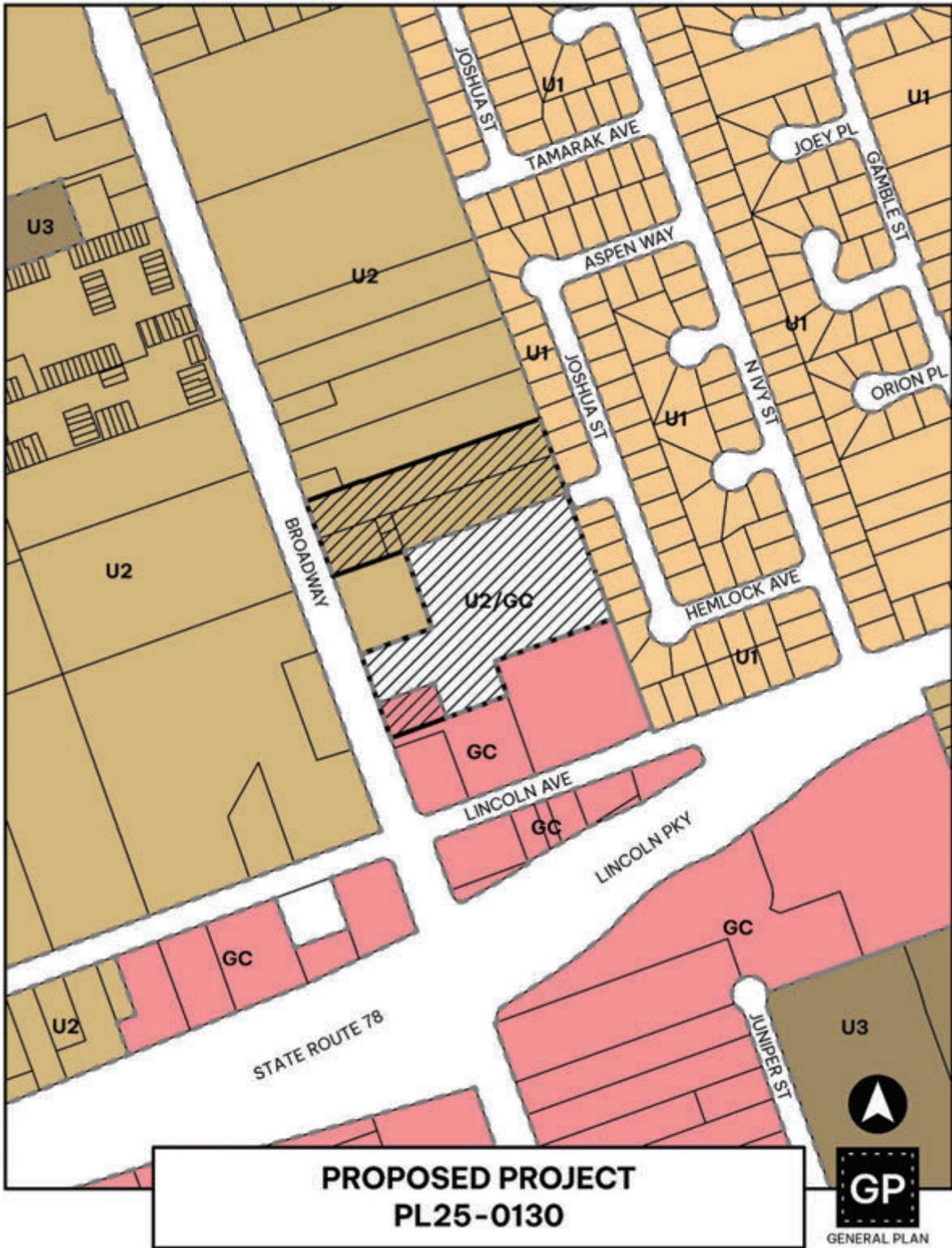
ATTACHMENTS:

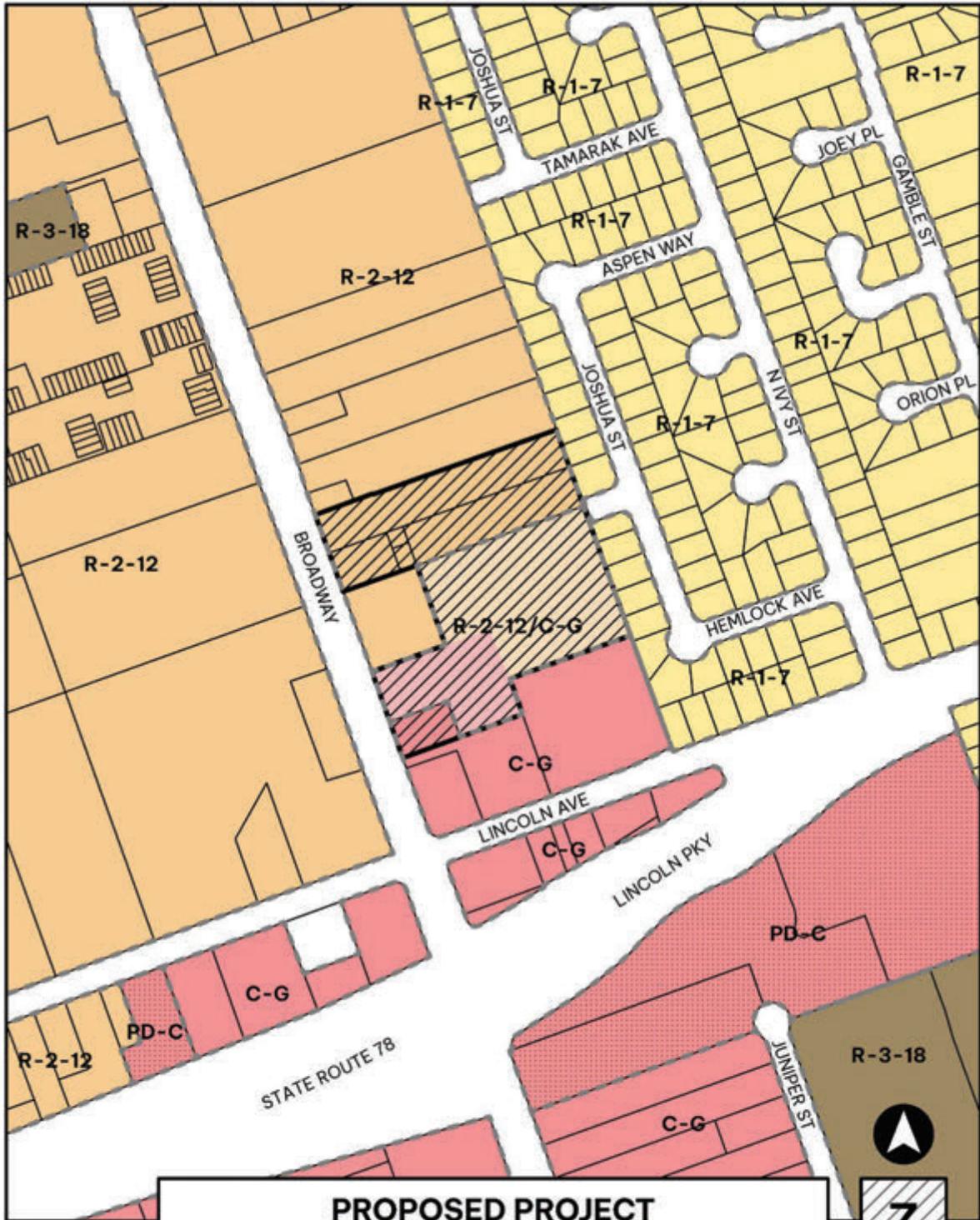
1. General Plan Map, Zoning Map, and Aerial Map
2. Site Plan, Floor Plans, and Program Plan
3. Circulation Plan
4. Draft Zoning Administrator Resolution No. 2025-13
 - a. Exhibit "A," "Legal Description"
 - b. Exhibit "B," "Findings of Fact"

Zoning Administrator
December 4, 2025
PL25-0130

- c. Exhibit "C," "Project Plans"
 - d. Exhibit "D," "Conditions of Approval"
5. CEQA Notice of Exemption

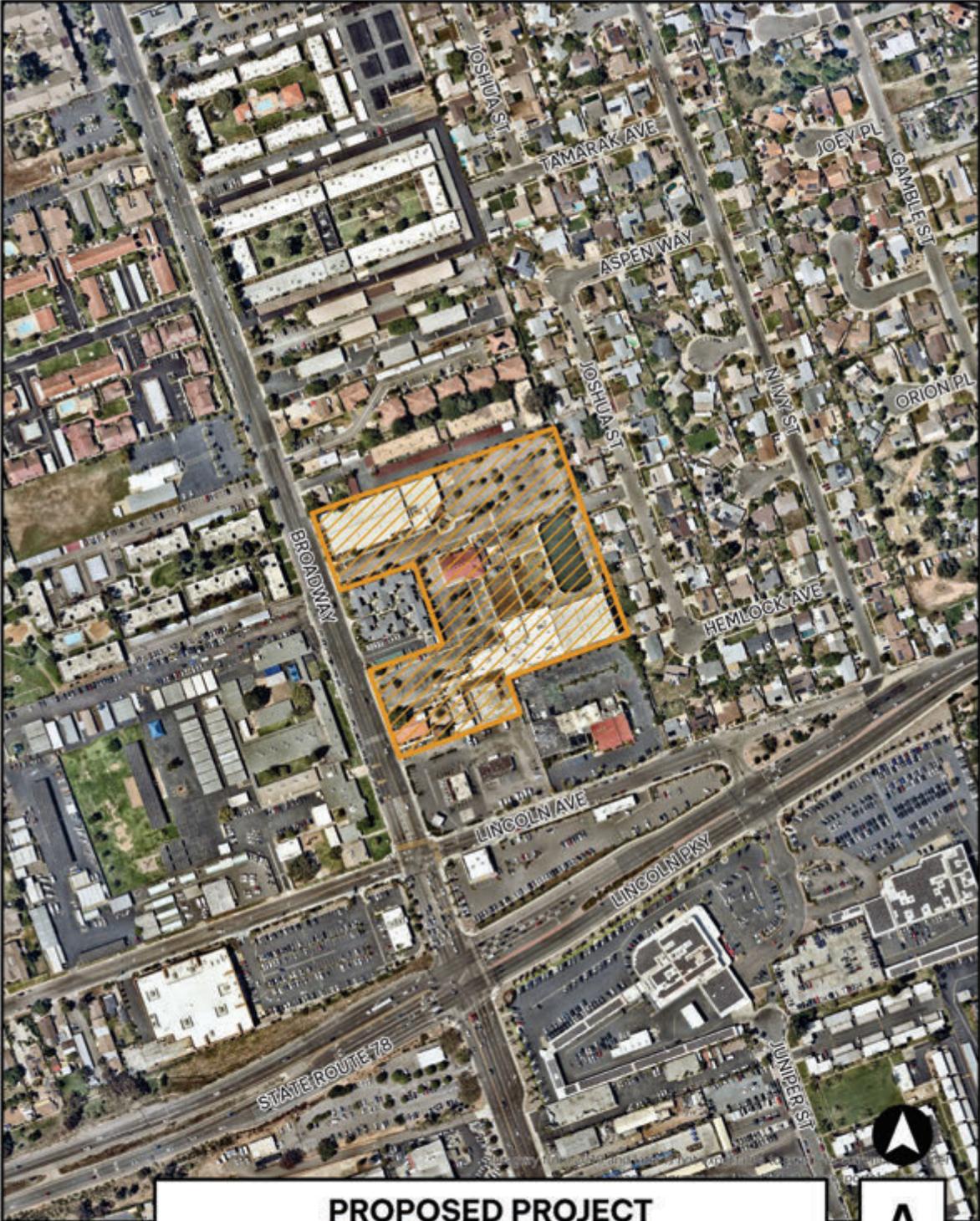
ATTACHMENT 1
GENERAL PLAN, ZONING, AERIAL MAP
PROJECT NO. PL25-0130





**PROPOSED PROJECT
PL25-0130**





**PROPOSED PROJECT
PL25-0130**

A
AERIAL

ATTACHMENT 2 PROJECT PLANS

PROJECT NO. PL25-0130

EXISTING BUILDING DATA

PROPERTY OWNER	YMCA OF SAN DIEGO COUNTY, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION
ADDRESS	1050 N Broadway, Escondido, CA 92026 1050 N Broadway, Escondido, CA 92026 1050 N Broadway, Escondido, CA 92026 1050 N Broadway, Escondido, CA 92026
APN	229-050-04-00 229-050-03-00 229-050-05-00 229-050-06-00 229-050-07-00 229-050-08-00 229-050-09-00 229-050-10-00 229-050-11-00 229-050-12-00 229-050-13-00 229-050-14-00 229-050-15-00 229-050-16-00 229-050-17-00 229-050-18-00 229-050-19-00 229-050-20-00 229-050-21-00 229-050-22-00 229-050-23-00 229-050-24-00 229-050-25-00 229-050-26-00 229-050-27-00 229-050-28-00 229-050-29-00 229-050-30-00 229-050-31-00
LEGAL DESCRIPTION	SEE INDIVIDUAL SHEETS
ZONING	(R-2-12) Light Multi-Family Residential (C-0) General Commercial (U2) Urban II (GC) General Commercial
OCCUPANCY GROUP	VARIES, SEE INDIVIDUAL SHEETS
TYPE OF CONSTRUCT.	VARIES, SEE INDIVIDUAL SHEETS
STORIES	1
GROSS FLOOR AREA (UNCHANGED)	74,982 sq. ft.
LOT AREA	311,829 sq. ft.
BASELINE FAR CALCULATION (UNCHANGED)	0.240 FAR



DEFERRED SUBMITTALS
FIRE SPRINKLER AND ALARM PLANS

SHEET INDEX

ARCHITECTURAL	
A0	TITLE SHEET
A1	LANDSCAPING PLAN
A1.1	SITE CIRCULATION PLAN
A1.2	DEMO WORK PLAN
A1.3A	RE-STRIPING PLAN
A1.3B	ADMIN BUILDING
A2	GYMNASIUM BUILDING
A3	YOUTH PROGRAMS BUILDING
A4	SPORTS COMPLEX/SHELTER
A5	

PROJECT DATA

This project proposes a Minor Conditional Use Permit (CUP) Modification for the existing YMCA Escondido facility located at 1050 N. Broadway, Escondido, CA, 92026, to allow for auxiliary parking spaces to be located on the site. The project is a partnership through strategic partnerships forged between the YMCA, National University, Neighborhood Healthcare, and the Escondido Union School District. These partnerships have been thoughtfully developed to address the needs of the students and community, and further complement the Y's existing services, mission, and current operations.

These uses are projected to have minimal impact, if any, to the surrounding area. The project requires no building expansion and proposes to maintain all current and proposed operations within the existing building footprints. Additionally, there are no proposed changes to existing parking spaces and no new parking spaces to be introduced. The project does incorporate minor parking lot re-striping to re-introduce existing parking spaces and bring the property into compliance with current parking count requirements.

PROJECT NAME: YMCA ESCONDIDO MINOR CUP - UPDATES TO CUP

OWNER: YMCA OF SAN DIEGO COUNTY

ARCHITECT: BENTON & BENTON ARCHITECTS
1050 N. BROADWAY, SUITE 100
LA JOLLA, CALIFORNIA 92037
CONTACT: ANDY BENTON
858-459-0805
ANDY@BENTON-BENTON.COM

PARKING CONSULTANT: LIG
4542 RUFFNER ST
SAN DIEGO, CA 92121
CONTACT: JOHN A. BOARMAN, PE
858-300-8800
BOARMAN@LIGENGINEERS.COM

CONSULTANT: BRIZO PACIFIC, INC.
P.O. BOX 239411
ENCINITAS, CA 92023
CONTACT: JOHN A. BOARMAN, PE
858-750-0816
BWOING@BRIZOPACIFIC.COM

APPLICABLE CODES:
2022 CALIFORNIA BUILDING CODE (CBC)
2022 CALIFORNIA MECHANICAL CODE (CMC)
2022 CALIFORNIA ELECTRICAL CODE (CEC)
2022 CALIFORNIA FIRE CODE (FC)
2022 CALIFORNIA ENERGY CODE (CEC)
T24 ENERGY STANDARDS

PROJECT DATA

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PROJECT NAME: YMCA ESCONDIDO MINOR CUP - UPDATES TO CUP

OWNER: YMCA OF SAN DIEGO COUNTY

ARCHITECT: BENTON & BENTON ARCHITECTS
1050 N. BROADWAY, SUITE 100
LA JOLLA, CALIFORNIA 92037
CONTACT: ANDY BENTON
858-459-0805
ANDY@BENTON-BENTON.COM

PARKING CONSULTANT: LIG
4542 RUFFNER ST
SAN DIEGO, CA 92121
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2022 CALIFORNIA FIRE CODE (FC)
2022 CALIFORNIA ENERGY CODE (CEC)
T24 ENERGY STANDARDS



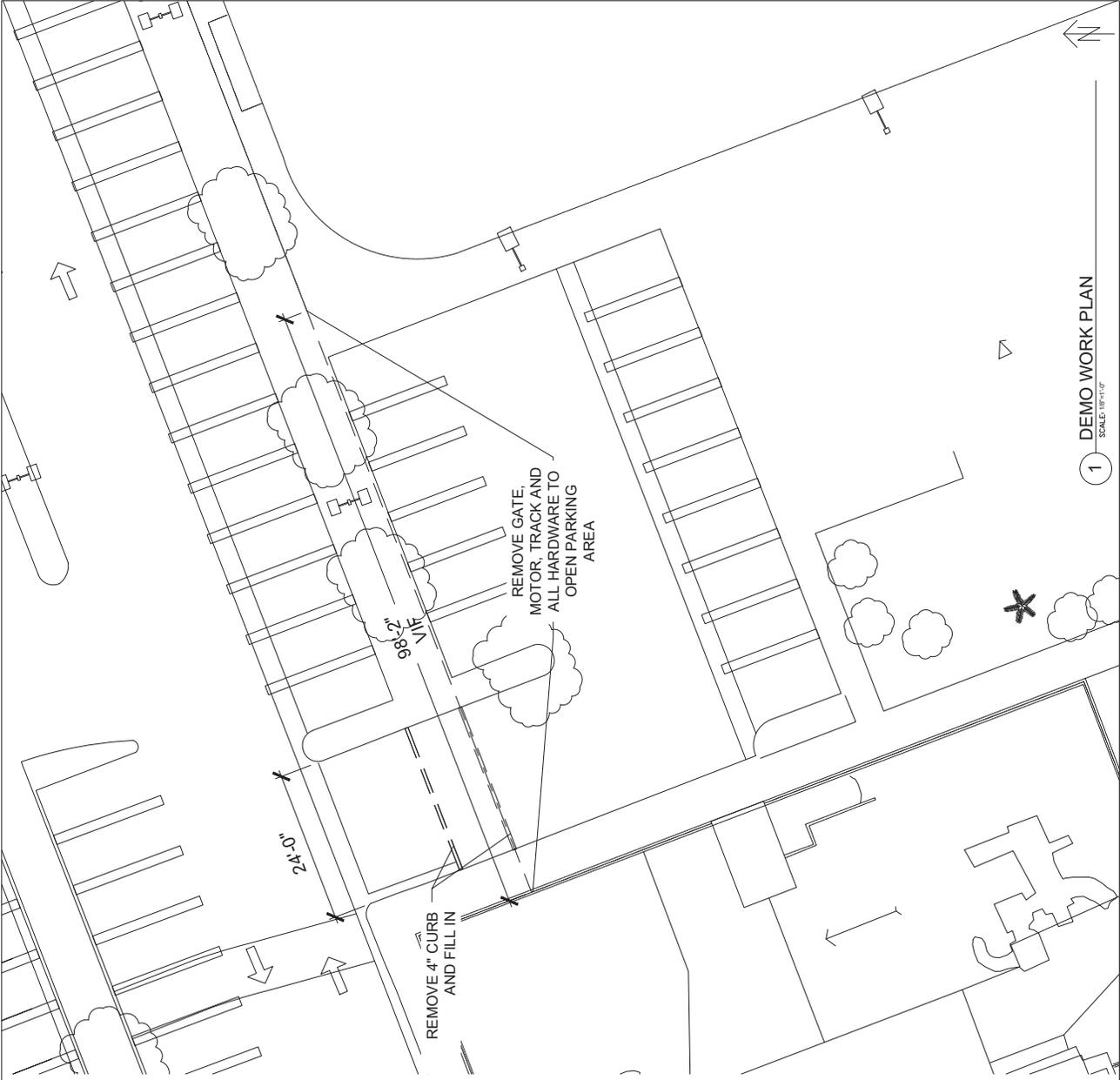
7757 Grand Avenue
La Jolla, California, 92037
p: 858.459.0805
f: 858.459.1350

YMCA - Escondido
1050 N Broadway

Date	10/10/25	
Project No.	*****	
Design/ Drawing	AWB/MM	
Scale	See Drawings	
Revision Schedule		
Rev#	Description	Date



TITLE SHEET
A0



7757 Girard Avenue
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YMCA - Escondido

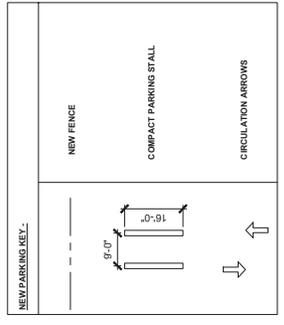
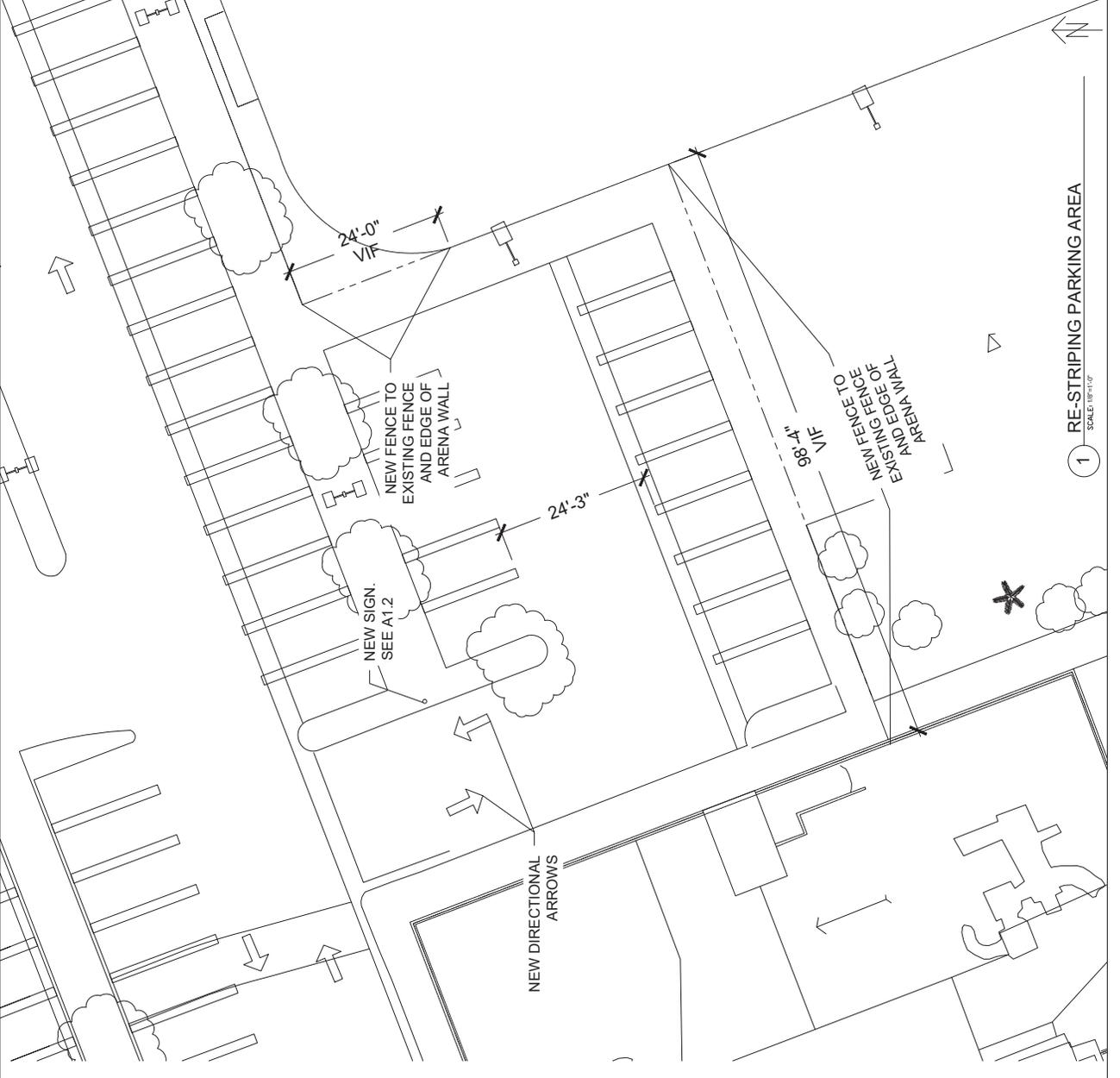
1050 N Broadway

Date	10/10/25
Project No.	*****
Design / Drawing	AMB/BMM
Scale	See Drawings
Revision Schedule	
Rev#	Description
	Date



DEMO WORK
PLAN

A1.3A



1 RE-STRIPING PARKING AREA
SCALE: 1/8"=1'-0"



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P: 858.459.0805
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YMCA - Escondido

1050 N Broadway

Date	11/05/25
Project No.	*****
Design / Drawing	AMB/PM
Scale	See Drawings
Revision Schedule	
Rev#	Description
	Date

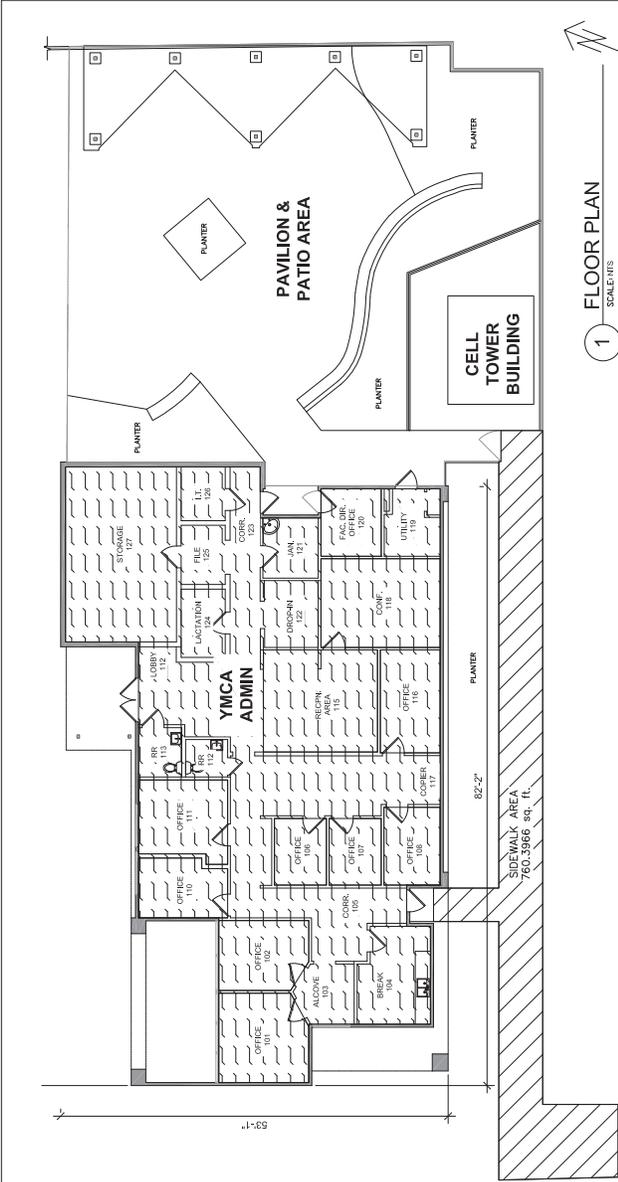


RE-STRIPING PLAN

A1.3B

1040 N BROADWAY (ADMIN) - 1	
PROPERTY OWNER	YMCA OF SAN DIEGO COUNTY, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION
LOCATION/ BUILDING(S) USE	YMCA Administration - CSS Admin
ADDRESS	1040 N Broadway, Escondido CA 92026
APN	229-090-23-00
LEGAL DESCRIPTION	Parcel 8 of Parcel Map No. 98, being a portion of Lot 1, in block 170 of Rancho Benton Del Diablo, in the City of Escondido, San Diego County, No. 369, California Superior Court Case No. 369, filed in the Office of the County Recorder of San Diego County, July 10, 1886.
ZONING	(C-6) General Commercial
LAND USE	(GC) General Commercial
PERMITTED & CONDITIONALLY PERMITTED PRINCIPAL USES (COMMERCIAL TABLE 33-332) (RESIDENTIAL TABLE 33-94)	(COMMERCIAL TABLE 33-332) Office Use (includes professional, P) Visual Signage (Article 33-33.11US); P C= MAJOR CONDITIONAL CH = MINOR CONDITIONAL
PROPOSED PROGRAMMING	YMCA Administration, Community Support Services, Resource & referral & youth serving grant funded programs in 1,307 of office area.
OCCUPANCY GROUP	B
TYPE OF CONSTRUCT.	V-B (CONFORMED PER CODE)
STORIES	1
BUILDING HEIGHT	(GC) 1-4 STORIES
MAX. BUILDING HEIGHT (CEC)	
MAX. BUILDING HEIGHT (GEN. PLAN)	
SPRINKLERED	
MAX. INTENSITIES & DENSITIES (GEN. PLAN)	0.5 FAR MAX.
MAX. ALLOWABLE AREA (CEC)	13,500 sq. ft.
GROSS FLOOR AREA	3,965 sq. ft.
LOT AREA	15,050 sq. ft.
BASELINE FAR CALCULATION	0.304 FAR
EXISTING OCCUPANT LOAD	36 per business use (record drawings)
PROPOSED OCCUPANT LOAD	28 per business use (admin)
REQUIRED PARKING STALLS PER EXISTING USE	1 stall per 300 sq ft of office area - 13.2 stalls
REQUIRED PARKING STALLS PER PROPOSED BUSINESS USE PER ARTICLE 39 - SECTION 33-765	1 stall per 300 sq ft of office area - 3,965 sq. ft. of office area / 300 sq. ft. = 13.2 stalls
TOTAL REQUIRED PARKING STALLS	13.2
REQUIRED ACCESSIBLE PARKING STALLS PER EXISTING USE	1
REQUIRED ACCESSIBLE PARKING STALLS PER PROPOSED BUSINESS USE	1
REQUIRED VAN ACCESSIBLE PARKING STALLS PER PROPOSED BUSINESS USE	1
LOADING SPACES REQUIRED	1

PROPOSED PROGRAMMATIC KEY	
	YMCA ADMINISTRATION



1 FLOOR PLAN
SCALE: 1/8\"/>

YMCA - Escondido
1050 N Broadway



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La Jolla, California, 92037
P: 858.459.0815
F: 858.459.1350

Date	08/14/25
Project No.	*****
Design/ Drawing	AWB/IM
Scale	See Drawings

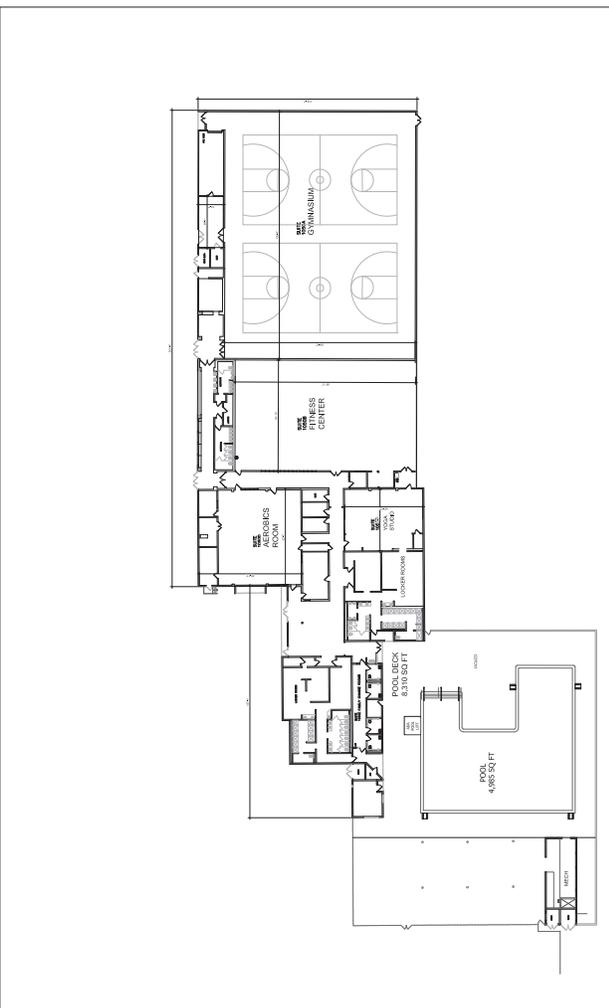
Rev#	Description	Date

ADMIN BUILDING

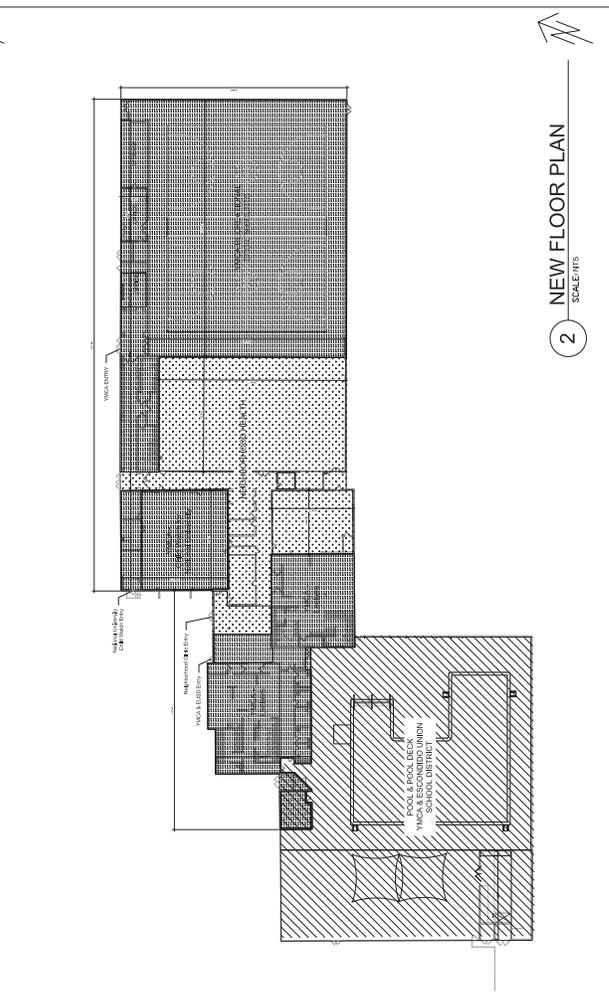
A2

1050 N BROADWAY (GYM_FITNESS CENTER) - 1	
PROPERTY OWNER	YMCA OF SAN DIEGO COUNTY, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION
LOCATION/ BUILDING(S) USE	South Gym - Main Gym Building + Pool
ADDRESS	1050 N Broadway, Escondido CA 92026
APN	229-060-24-00
LEGAL DESCRIPTION	Parcel A of Parcel Map No. 98, being a portion of Lot 2, in block 170 of Rancho Biscion Del Diablo, in the County of San Diego, State of California, according to the Map thereof No. 723, filed in the Office of the County Recorder of San Diego County, August 13, 1892.
ZONING	(R-2-12): Light Multiple Residential (C-G): General Commercial
LAND USE	(U2): Urban II (G-C): General Commercial
PERMITTED & CONDITIONALLY PERMITTED PRINCIPAL USES (COMMERCIAL TABLE 33-332) (RESIDENTIAL TABLE 33-34) P-PERMITTED C- (RESIDENTIAL TABLE 33-34) P-PERMITTED C- MAJOR CONDITIONAL CH-MINOR CONDITIONAL	(COMMERCIAL TABLE 33-332) (RESIDENTIAL TABLE 33-34) P-Office; P-Youth Organizations; Articles 57-59-105) P-Day nurseries, child care centers* (Article 57); P-Medical, Dental & Optical Laboratories; P-Day nurseries, child care center; C-IM, D O, & other health care offices; P
PROPOSED PROGRAMMING	Escondido Unified School District Pool Use YMCA - East Side, Pool & Lockers Neighborhood Health - West Side
OCCUPANCY GROUP	A-3 - B
TYPE OF CONSTRUCT:	VA
STORIES	1
BUILDING HEIGHT	70'
MAX. BUILDING HEIGHT (CBC)	70'
MAX. BUILDING HEIGHT (GEN. PLAN)	(U2): 1-3 STORIES
SPRINKLERED	YES
MAX. INTENSITIES & DENSITIES (GEN. PLAN)	12 dwelling unit/acre
MAX. ALLOWABLE AREA (CBC)	37,767 sq. ft.
GROSS FLOOR AREA	176,088 sq. ft.
BASELINE FAR CALCULATION	93 per business/assembly use (record drawings)
EXISTING OCCUPANT LOAD	Ymca, Sports courts, Child watch, Office, Locker rooms
PROPOSED PROGRAMMING & GROSS FLOOR AREAS	Ymca, Sports courts, Child watch, Office, Locker rooms Neighborhood Health - Clinic EUSD & YMCA, Outdoor swimming Pool YMCA (Exercise room area) - 9,200 sq.ft./50 gross = 186; Office - 381.1/200 gross = 1.3 EUSD & YMCA - Swimming Pool-488 sq.ft./20 gross = 99.7 Neighborhood Health (Business Group B) = 10,647 sq.ft./150 gross = 71 Neighborhood Health (Educational Group E, 20) = 3,899 sq.ft./20 = 194.95
PROPOSED OCCUPANT LOAD	512
REQUIRED PARKING STALLS PER EXISTING USE	Recreational 168 bench seats/5 seats = 33.6 stalls 9,800 sq. ft. rec./200 sq. ft. = 49 (BUILDING) Neighborhood Health (Medical) Business - Snack Bar & Office: 518 sq. ft. /300 sq. ft. = 1.7 4,985 sq. ft./250 sq. ft. (POOL) = 33.2 YMCA (Sports Courts) 2 athletic courts = 2 spaces/court = 4 stalls 168 bleacher seats/5 seats = 33.6 stalls 381.1 sq. ft./200 = 1.3 stalls, 4 minimum required per Article 59
REQUIRED PARKING STALLS PER PROPOSED USES PER ARTICLE 35, SECTION 35-765	Neighborhood Health (Medical) 1 space/200 sq. ft. = 10,647 sq. ft. /200 sq. ft. = 53.2 Swimming Pool (YMCA & EUSD) 1 space/150 sq. ft. = 4,985 sq. ft./150 sq. ft. = 33.2 (All EUSD users to be included in this calculation) Child Watch: Accessory to National University & YMCA - 1 parking space per each staff and 1 per each 10 children, 40 children (4 stalls), 4 staff max (4 stalls)
TOTAL REQUIRED PARKING STALLS PER PROPOSED USE	136.0
REQUIRED ACCESSIBLE PARKING STALLS PER EXISTING USE	5
REQUIRED ACCESSIBLE PARKING STALLS PER PROPOSED USES	5
REQUIRED VAN ACCESSIBLE PARKING STALLS PER PROPOSED USES	1
REQUIRED LOADING SPACES	3

These drawings shall be brought to the attention of the Architect and they shall neither be executed nor used for any other work except by agreement with the Architect. Written dimensions take precedence over scaled dimensions and shall be verified in the field. © 2025 Benton & Benton Architects All rights reserved.



1 EXISTING FLOOR PLAN
SCALE: NTS



2 NEW FLOOR PLAN
SCALE: NTS



YMCA - Escondido
1050 N Broadway

Date	08/14/25
Project No.	*****
Design/ Drawing	AWB/MM
Scale	See Drawings
Revision Schedule	
Rev#	Description
Date	

GYMNASIUM BUILDING

A3



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 F: 858.459.1350

YMCA - Escondido

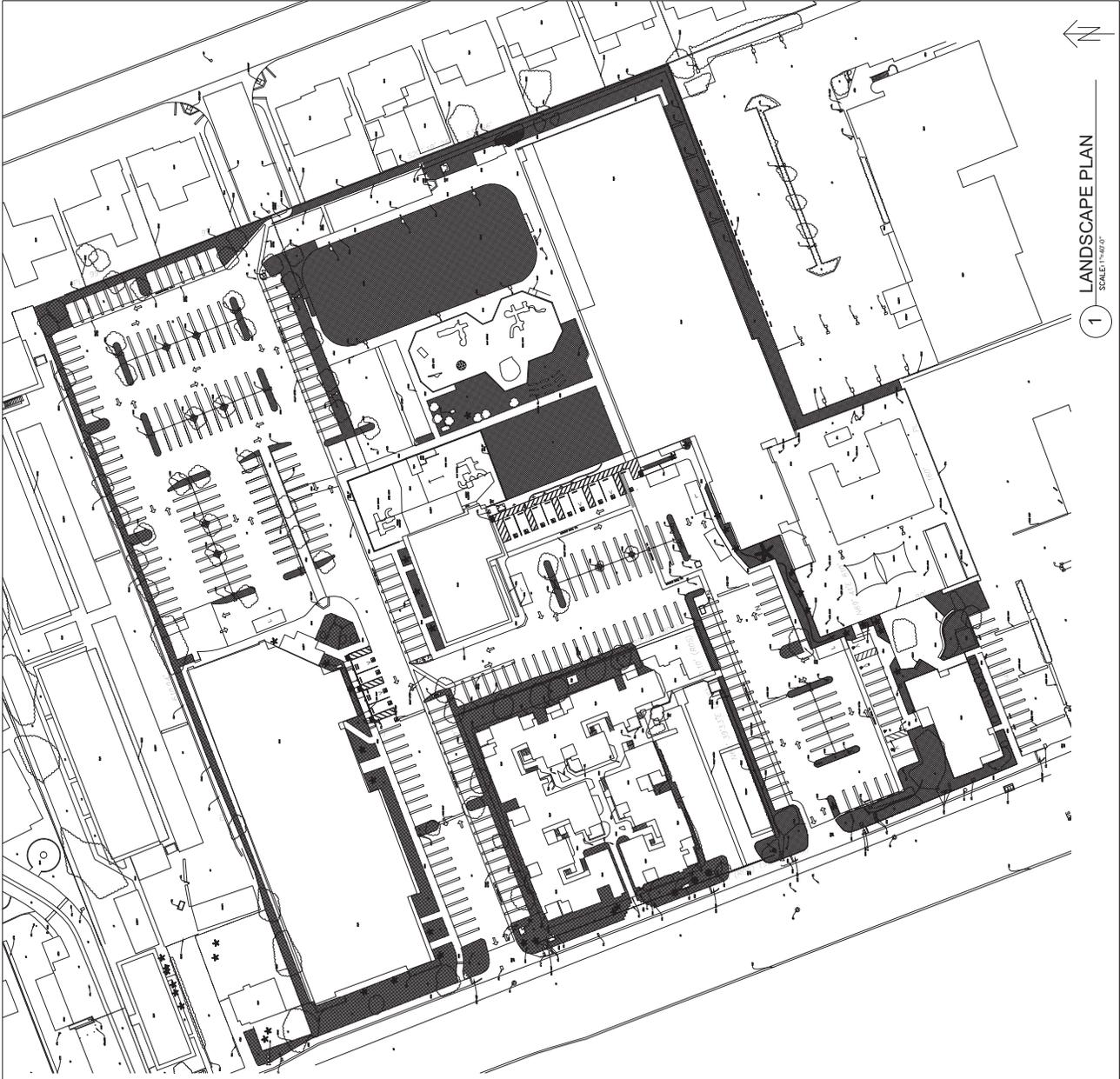
1050 N Broadway

Date	4/9/25
Project No.	*****
Design / Drawing	AWB/MM/WMS
Scale	See Drawings
Revision Schedule	
Rev#	Description
	Date



LANDSCAPING PLAN

A1.1



1 LANDSCAPE PLAN
 SCALE: 1/8"=1'-0"

LANDSCAPE KEY	 VEGETATION/TREE (UNCHANGED)	 LANDSCAPING



7757 Girard Avenue
La Jolla, California, 92037

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F: 858.459.1350

YMCA - Escondido

1050 N Broadway

Date:	08/14/25	
Project No.:	*****	
Design/ Drawing:	AW/BJM	
Scale:	Site Change	
Revision Schedule:	Site Change	
Rev#	Description	Date



SITE MAP

A0



1 SITE MAP
SCALE: 1/8" = 1'-0"

PARTNERS

EUSD IN DAY TIME
YMCA IN LATER
AFTERNOON

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ATTACHMENT 3

DRAFT ZONING ADMINISTRATOR RESOLUTION 2025-13

PROJECT NO. PL25-0130

Zoning Administrator

Hearing Date: December 4, 2025

Effective Date: December 16, 2025

RESOLUTION NO. 2025-13

A RESOLUTION OF THE ZONING ADMINISTRATOR
OF THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A CONDITIONAL USE PERMIT
MODIFICATION FOR AN EXISTING YOUTH
RECREATIONAL FACILITY.

APPLICANT: Bree Wong, Brizo Pacific

CASE NO: PL25-0130

WHEREAS, the Zoning Administrator of the City of Escondido did, on December 4, 2025 hold a public hearing to consider a request for a Conditional Use Permit Modification for an existing youth recreational facility (YMCA). The proposed modification includes the repurpose of portions of the existing facilities on site to include tenant improvements for approximately 8,100 square feet of college educational services, cooperative programs with Escondido Union School District, and tenant improvements for approximately 10,700 square feet of out-patient medical services to students and youth organization members; 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, evidence was submitted to and considered by the Zoning Administrator at or before the public hearing, including, without limitation, written information, and the staff report dated December 4, 2025, which along with its attachments is incorporated herein by this reference; and

WHEREAS, a notice was published and mailed as required by the Escondido Zoning Code Article 61, Division 6, Section 33-1300 and applicable State law; and

WHEREAS, the application was assessed in conformance with the California Environmental Quality Act (CEQA) and a Notice of Exemption was prepared for the project in conformance with CEQA Section 15301, Class 1, "Existing Facilities;" and

WHEREAS, a staff report was presented discussing the issues in the matter.

NOW, THEREFORE, BE IT RESOLVED by the Zoning Administrator of the City of Escondido:

1. That the above recitations are true and correct.
2. That the Zoning Administrator has reviewed and considered the Notice of Exemption prepared for the project and has determined that it is complete and adequate, and there are no significant environmental effects which are cannot be mitigated.
3. That, considering the Findings of Fact attached as Exhibit "B" hereto, and applicable law, the Zoning Administrator hereby approves said Conditional Use Permit Modification (City File No. PL25-0130) as depicted on the project plans included as Exhibit "C," and subject to the Conditions of Approval attached as Exhibit "D."
4. That this approval shall automatically become null and void unless the use authorized by this approval has commenced within 24 months of the date of this approval,

unless an Extension of Time is granted pursuant to Article 61 of the Escondido Zoning Code.

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

1. NOTICE IS HEREBY GIVEN that the project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Community Development and Engineering Services Departments. The project also is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval.

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 Section 66020.

PASSED, ADOPTED AND APPROVED by the Zoning Administrator of the City of Escondido, California, at a regular meeting held on the 4th day of December, 2025.

Sally Schifman
Zoning Administrator

ANGEL ESTRADA
Witness

Note: This action may be appealed to Planning Commission
pursuant to Zoning Code Section 33-1303

EXHIBIT "A"

PLANNING CASE NO. PL25-0130

LEGAL DESCRIPTION

APN: 229-050-05-00

The Northerly Half of the Southerly Three-Fifths of Lot 3 in Block 170 of Rancho Rincon Del Diablo, in the City of Escondido, according to Map thereof No. 349, filed in the Office of the County Recorder of San Diego County on June 10, 1886.

APNs: 229-050-06-00; 229-050-31-00; 229-050-32-00

**THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO AND IS DESCRIBED AS FOLLOWS:
AN UNDIVIDED 1/4 INTEREST IN AND TO:**

PARCEL 1:

THE SOUTHERLY HALF OF THE SOUTHERLY 3/5 OF LOT 3 IN BLOCK 170 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 349, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JULY 10, 1886.

EXCEPTING THEREFROM THE WESTERLY 190.00 FEET THEREOF.

PARCEL 2:

THE EASTERLY 40.00 FEET OF THE WESTERLY 190.00 FEET OF THE SOUTHERLY HALF OF THE SOUTHERLY 3/5 OF LOT 3, BLOCK 170 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 349, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS AND UTILITY PURPOSES ON THE SOUTHERLY 12.00 FEET OF THE WESTERLY 150.00 FEET OF THE SOUTHERLY HALF OF THE SOUTHERLY 3/5 OF LOT 3, BLOCK 170 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 349, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JULY 10, 1886.

APN: 229-050-23-00

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

PARCEL 1:

PARCEL "B" OF PARCEL MAP NO. 98 FILED IN THE OFFICE OF THE COUNTY
RECORDER OF SAN DIEGO COUNTY, MARCH 24, 1969 AS FILE/PAGE NO. 51119 OF
OFFICIAL RECORDS. BEING A PORTION OF LOT 1 IN BLOCK 170 OF THE RANCHO
RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO,
STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 349, FILED IN THE
OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR
DRIVEWAY PURPOSES, OVER, UNDER, ALONG AND ACROSS THE NORTHWESTERLY
25.00 FEET OF THE SOUTHWESTERLY 145.00 FEET OF PARCEL "A" OF PARCEL
MAP NO. 51 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO
COUNTY, MAY 29, 1968, BEING A SURVEY OF A PORTION OF LOT 1 IN BLOCK
170 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF
SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 349 FILED
IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10,
1986.

APN: 229-050-24-00

Parcel "A" of Parcel Map No. 98, filed March 24, 1969 at File No. 51119 in the Office of
the County Recorder of said County of San Diego.

APN: 229-050-35-00

The Westerly 190.00 feet of the Southerly half of the Southerly 3/5 of Lot 3 in Block 170 of Rancho Rincon
Del Diablo, in the City of Escondido, County of San Diego, State of California according to Map thereof No.
349, filed in the Office of the County Recorder of San Diego County on July 10, 1886.

Excepting therefrom the Easterly 40.00 feet thereof.

EXHIBIT “B”

PLANNING CASE NO. PL25-0130

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 the following exemption which has been determined to not have a significant effect on the environment, and are declared categorically exempt from the requirement for the preparation of environmental documents. The proposed Project is categorically exempt pursuant to CEQA Guidelines Section 15301 (“Existing Facilities”), in that the proposed project consists of a request for the modification of an existing conditional use permit for operations within an existing youth recreational facility, with no exterior expansion proposed.
3. Further, the Project also does not trigger any exceptions to categorical exemptions identified in CEQA Guidelines section 15300.2. in that:
 - a. *Cumulative Impact.* The project will not result in a cumulative impact from successive projects of the same type in the same place, over time, as the project is consistent with the General Plan policies which were addressed in the General Plan Final EIR. Furthermore, the project will remain within the developed site and not expand beyond the existing building footprint to create an impact.
 - b. *Significant Effect.* There are no unusual circumstances surrounding the project that would result in a reasonable possibility of a significant effect on the environment, as the area of impact is already disturbed and improved with an existing youth recreational facility.
 - c. *Scenic Highways.* The project will not damage scenic resources, including trees, historic buildings, rock outcroppings, or similar resources as the areas of impact have already been disturbed.
 - d. *Hazardous Waste Sites.* The project site is not located on a site as referenced in Section 65962.5 of the Government Code.
 - e. *Historical Resources.* The project is not on a site which contains a significant historical resource, and would not cause a substantially adverse change to the significance of a historical resource.
4. The Zoning Administrator has independently considered the full administrative record before it, which includes but is not limited to the December 4, 2025 Staff Report; testimony by staff and the public; and other materials and evidence submitted or provided. 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 (PL25-0130)
(Section 33-1203 of Article 61, Division 1 – CONDITIONAL USE PERMITS of the Escondido Zoning Code)

With respect to the Conditional Use Permit, the Zoning Administrator finds the following findings for approval:

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

The proposed project is conditionally permitted within the R-2-12, Light Multiple Residential zoning designation, subject to compliance with the requirements of Article 6 (Residential Zones) of the Escondido Zoning Code. Granting the Conditional Use Permit Modification would provide a service to the community in the form of enhancing an existing youth recreational facility, within close proximity to residential neighborhoods. The project is consistent with the City's General Plan Land Use Policy 3.2, permitting non-residential development on properties designated by residential use classifications. No physical expansion or significant alteration is proposed to the existing facilities.

The proposed medical services, to be provided in partnership with Neighborhood Healthcare, have been determined to be permitted as accessory to the primary youth organization and educational land uses by the Director of Development Services under Article 61, Section 33-1201(b).

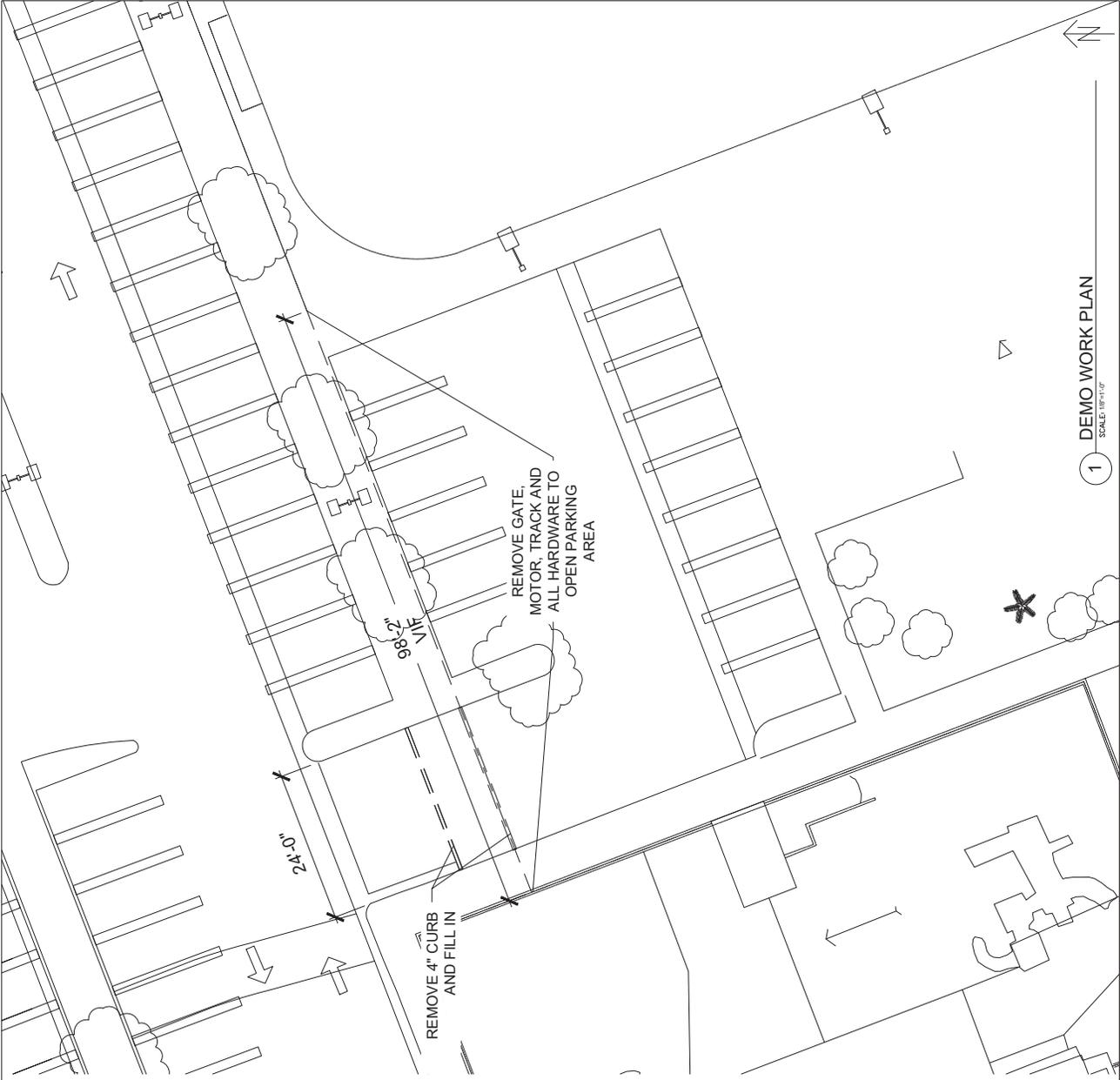
A conditional use permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located;

The project site is located within an area surrounded by a variety of residential, educational, and commercial uses. The proposed project involves a modification of operations within an existing youth recreational facility, to include partnerships with the Escondido Union School District, college educational facilities, and out-patient medical services to students and youth facility members. Due to the use being within the existing development, there would be no deterioration of bordering land uses. There is adequate parking available on site, and all activities would be subject to the requirements of the adopted Escondido Zoning Code.

2. *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 located;*

The conditional use permit has determined the use to be compatible with the surrounding properties as it adheres to the Escondido Municipal Code and General Plan policies. The proposed use is located within an existing youth recreational facility, which will not expand beyond the existing development footprint. The use is permitted via the review of a CUP

as noted in the Escondido Zoning Code, and will continue to follow all guidelines identified in within the General Plan Land Use and Community Health and Services chapters.



7757 Girard Avenue
La Jolla, California, 92037
P: 858.459.0805
F: 858.459.1350

YMCA - Escondido

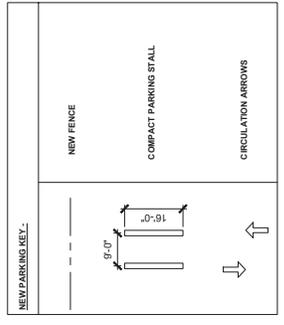
1050 N Broadway

Date	10/10/25
Project No.	*****
Design / Drawing	AMB/BMM
Scale	See Drawings
Revision Schedule	
Rev#	Description
	Date



DEMO WORK
PLAN

A1.3A



7757 Girard Avenue
La Jolla, California, 92037
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F: 858.459.1350

YMCA - Escondido

1050 N Broadway

Date	11/05/25	
Project No.	*****	
Design / Drawing	AMB/PM	
Scale	See Drawings	
Revision Schedule		
Rev#	Description	Date

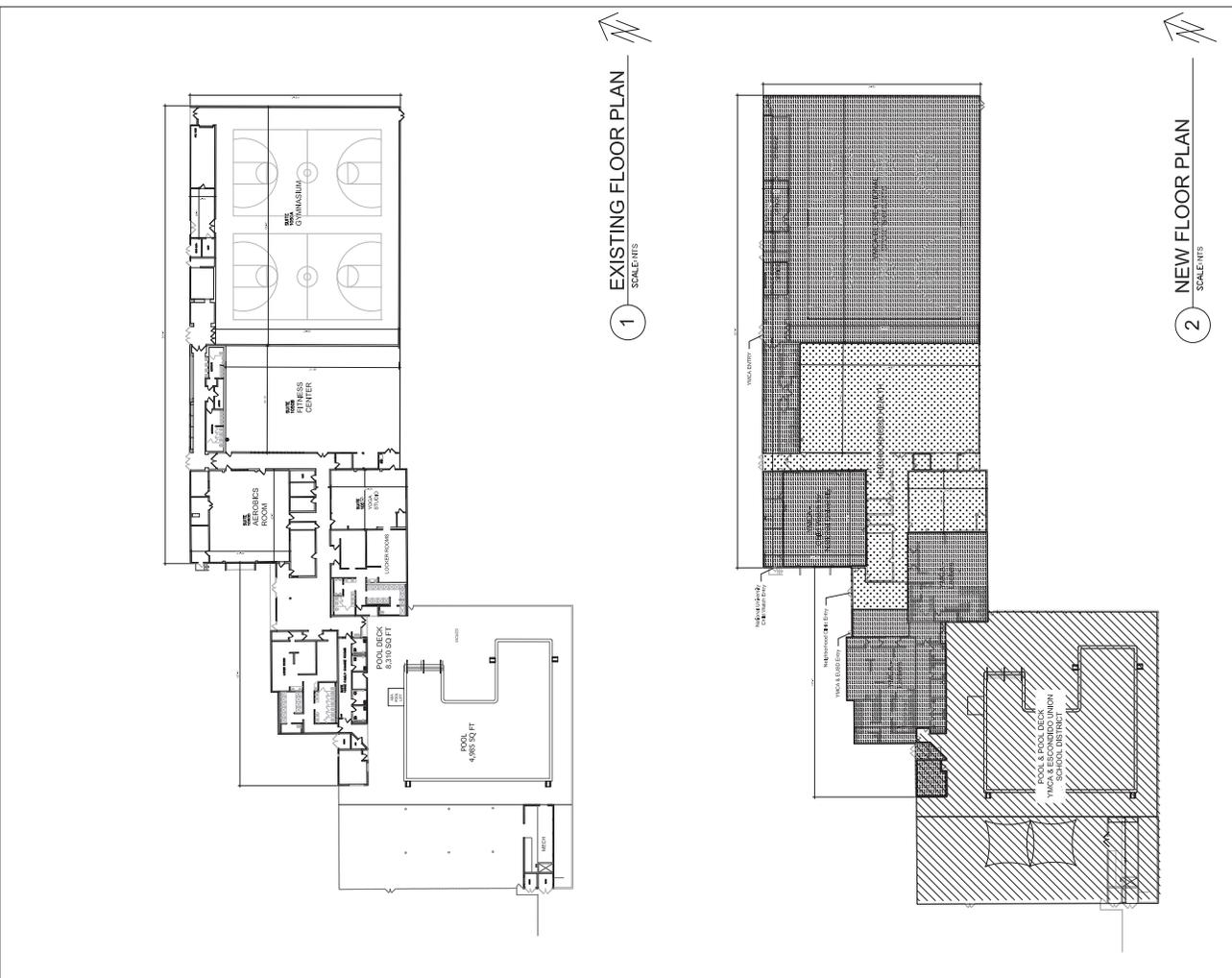


RE-STRIPING PLAN

A1.3B

1050 N BROADWAY (GYM_FITNESS CENTER) - 1	
PROPERTY OWNER	YMCA OF SAN DIEGO COUNTY, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION
LOCATION/ BUILDING(S) USE	South Gym - Main Gym Building + Pool
ADDRESS	1050 N Broadway, Escondido CA 92026
APN	229-060-24-00
LEGAL DESCRIPTION	Parcel A of Parcel Map No. 98, being a portion of Lot 2, in block 170 of Rancho Rincón del Diablo, in the County of San Diego, State of California, according to the Map thereof No. 723, filed in the Office of the County Recorder of San Diego County, August 13, 1892.
ZONING	(R-2-12): Light Multiple Residential (C-G): General Commercial
LAND USE	(U2): Urban II (G-C): General Commercial
PERMITTED & CONDITIONALLY PERMITTED PRINCIPAL USES (COMMERCIAL TABLE 33-332) (RESIDENTIAL TABLE 33-34) P-PERMITTED C- (RESIDENTIAL TABLE 33-34) P-PERMITTED C- MAJOR CONDITIONAL CH-MINOR CONDITIONAL	(COMMERCIAL TABLE 33-332) (RESIDENTIAL TABLE 33-34) P-Office; P-Youth Organizations; Articles 57-53-1106); C-Day nurseries, child care centers* (Article 57); P-Medical, Dental & Optical Laboratories; P-Day nurseries, child care center; C-IM, D O, & other health care offices; P
PROPOSED PROGRAMMING	Escondido Unified School District Pool Use YMCA - East Side, Pool & Lockers Neighborhood Health - West Side
OCCUPANCY GROUP	A-3 - B
TYPE OF CONSTRUCT:	VA
STORIES	1
BUILDING HEIGHT	70'
MAX. BUILDING HEIGHT (CBC)	70'
MAX. BUILDING HEIGHT (GEN. PLAN)	(U2): 1-3 STORIES
SPRINKLERED	YES
MAX. INTENSITIES & DENSITIES (GEN. PLAN)	12 dwelling unit/acre
MAX. ALLOWABLE AREA (CBC)	37,767 sq. ft.
GROSS FLOOR AREA	176,088 sq. ft.
BASELINE FAR CALCULATION	93 per business/assembly use (record drawings)
EXISTING OCCUPANT LOAD	Ymca, Sports courts, Child watch, Office, Locker rooms 27,120 Neighborhood Health, Clinic 10,647 EUSD & YMCA, Outdoor swimming Pool 4,985 YMCA (Exercise room area) 9,200 sq.ft./50 gross = 186; Office - 381.1/200 gross = 1.3 EUSD & YMCA - Swimming Pool-488 sq.ft./20 gross = 99.7 Neighborhood Health (Business Group B) = 10,647 sq.ft./150 gross = 71 Neighborhood Health (Educational Group E, 20) = 381.1 sq.ft./200 = 1.9
PROPOSED PROGRAMMING & GROSS FLOOR AREAS	123.8 Recreational 168 bench seats/5 seats = 33.6 stalls 9,800 sq. ft. rec./200 sq. ft. = 49 (BUILDING) Business - Snack Bar & Office: 518 sq. ft. /300 sq. ft. = 1.7
PROPOSED OCCUPANT LOAD	512 Neighborhood Health (Educational Group E, 20) = 381.1 sq.ft./200 = 1.9
REQUIRED PARKING STALLS PER EXISTING USE	4,985 sq. ft./150 sq. ft. (POOL) = 33.2 YMCA (Sports Courts) 2 athletic courts = 2 spaces/court = 4 stalls 168 bleacher seats/5 seats = 33.6 stalls Business - 381.1 sq.ft./200 = 1.3 stalls, 4 minimum required per Article 39
REQUIRED PARKING STALLS PER PROPOSED USES PER ARTICLE 35, SECTION 35-765	Neighborhood Health (Medical) 1 space/200 sq. ft. = 10,647 sq.ft./200 sq. ft. = 53.2 Swimming Pool (YMCA & EUSD) 1 space/150 sq. ft. = 4,985 sq.ft./150 sq. ft. = 33.2 (All EUSD users to be accommodated) Child Watch: Accessory to National University & YMCA - 1 parking space per each staff and 1 per each 10 children, 40 children (4 stalls), 4 staff max (4 stalls)
TOTAL REQUIRED PARKING STALLS PER PROPOSED USE	136.0
REQUIRED ACCESSIBLE PARKING STALLS PER EXISTING USE	5
REQUIRED ACCESSIBLE PARKING STALLS PER PROPOSED USES	5
REQUIRED VAN ACCESSIBLE PARKING STALLS PER PROPOSED USES	1
REQUIRED LOADING SPACES	3

These drawings shall be brought to the attention of the Architect and they shall neither be executed nor used for any other work except by agreement with the Architect. Written dimensions take precedence over scaled dimensions and shall be verified in the field. © 2025 Benton & Benton Architects All rights reserved.



YMCA - Escondido
1050 N Broadway

Date	08/14/25	
Project No.	*****	
Design/ Drawing	AWB/MM	
Scale	See Drawings	
Revision Schedule		
Rev#	Description	Date

GYMNASIUM BUILDING

A3

1090 N BROADWAY (STENSRUD SPORTS COMPLEX-SHELTER)	
PROPERTY OWNER	YMCA OF SAN DIEGO COUNTY, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION 1745 S. Broadway, Escondido, CA 92026 Tel: 858-459-0800 Fax: (858)459-0801 Toll Services: (Our Safe Place North)
LOCATION/ EXISTING BUILDING(S) USE	Parking
ADDRESS	1090 N Broadway, Escondido CA 92026 1090 N Broadway, Escondido CA 92026 1090 N Broadway, Escondido CA 92026
APN	229-090-35-00 229-090-05-00 229-090-31-00 229-090-31-00 229-090-32-00
LEGAL DESCRIPTION	35: The Western 190 feet of the Southern half of the Southern 2/3 of Lot 3 in Block 170 of Rancho Rincon Del Diablo, in the City of Escondido, County of San Diego, State of California according to Map thereof No. 546, filed for Record in the Office of the County Recorder of San Diego County on July 10, 1888.
ZONING	(R-2, 12): Light Multiple Residential
LAND USE	(U2): Urban II
PERMITTED & CONDITIONALLY PERMITTED PRINCIPAL USES (COMMERCIAL TABLE 33-332) (RESIDENTIAL TABLE 33-94) (GENERAL TABLE 33-148), C	Other public recreation uses & structures.
MAJOR CONDITIONAL C=MINOR CONDITIONAL	
OCCUPANCY GROUP	A-3, A-2, 1(a-3)
TYPE OF CONSTRUCT.	III - 1 HR (3a)
STORIES	1
MAX. BUILDING HEIGHT (CBC)	(U2): 1.5 STORIES
MAX. BUILDING HEIGHT (GEN. PLAN)	
SPRINKLERED	YES
MAX. INTENSITIES & DENSITIES (GEN. PLAN)	
MAX. ALLOWABLE AREA (CBC)	12 dwelling unit/acre
GROSS FLOOR AREA	63,000 sq. ft.
LOT AREA	28,537 sq. ft.
BASELINE FAR CALCULATION	14880+(60.977*41.574)+1,600+2,350 = 120,721 sq. ft.
EXISTING OCCUPANT LOAD	860 per arena & bleachers(record drawings)
PROPOSED PROGRAMMING AREAS	YMCA (Gymnastics to remain): 8,094 YMCA (Gymnastic space to remain): 20,443 National University (Business): 8094/150=53.96 National University (Business): 8094/150=53.96
PROPOSED OCCUPANT LOAD	54
REQUIRED PARKING STALLS PER EXISTING USE	116.2
REQUIRED PARKING STALLS PER PROPOSED USE PER ARTICLE 39, SECTION 33-765	102.3
TOTAL REQUIRED PARKING STALLS (PER ARTICLE 39)	153.0
REQUIRED ACCESSIBLE PARKING STALLS PER EXISTING USE	5
REQUIRED ACCESSIBLE PARKING STALLS PER PROPOSED USES	6
REQUIRED VAN ACCESSIBLE PARKING STALLS PER PROPOSED USES	1
LOADING SPACES REQUIRED	1

These drawings and related project instruments of service are the property of the Architect and they shall neither be executed nor used for any other work except by agreement with the Architect. Written dimensions take precedence over scaled dimensions and shall be verified in the field. © 2025 Benton & Benton Architects. All rights reserved.

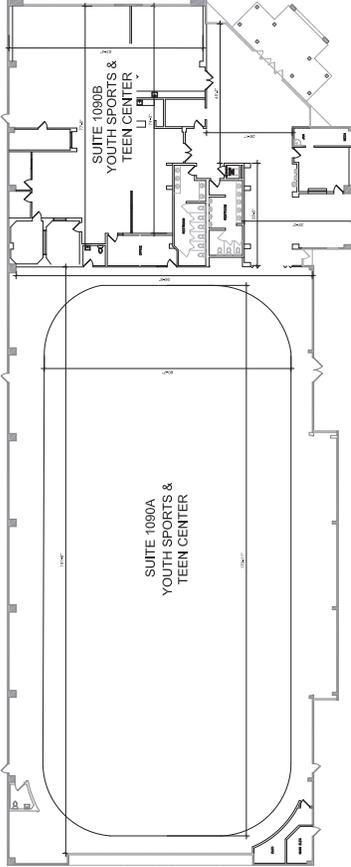


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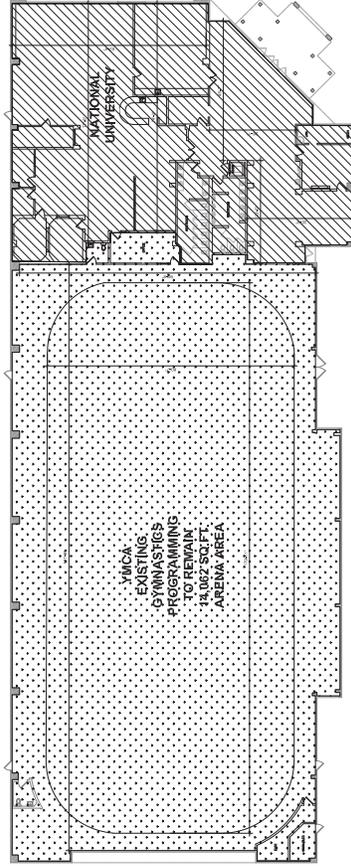
YMCA - Escondido

1050 N Broadway

Date	08/14/25
Project No.	*****
Design/ Drawing	AWB/MM
Scale	See Drawings
Revision	Revision Schedule
Rev#	Description
	Date



1 EXISTING FLOOR PLAN
SCALE: NTS



2 NEW FLOOR PLAN
SCALE: NTS

PROPOSED PROGRAMMATIC KEY
YMCA
NATIONAL UNIVERSITY

STENSRUD SPORTS COMPLEX/SHELTER

A5



7757 Girard Avenue
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YMCA - Escondido

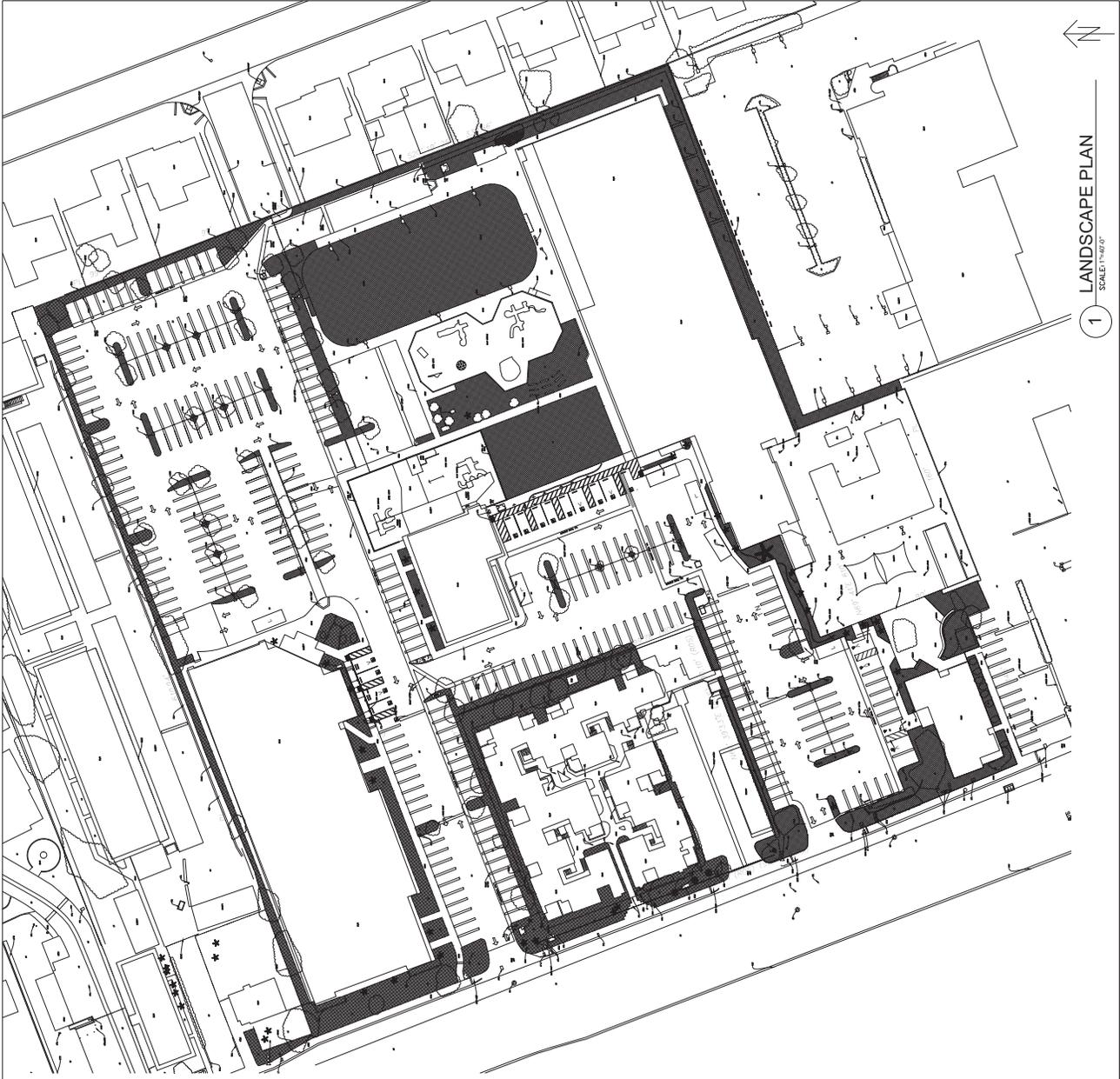
1050 N Broadway

Date	4/9/25
Project No.	*****
Design / Drawing	AWB/MM/AMS
Scale	See Drawings
Revision Schedule	
Rev#	Description
	Date



LANDSCAPING PLAN

A1.1



1 LANDSCAPE PLAN
 SCALE: 1/8"=1'-0"

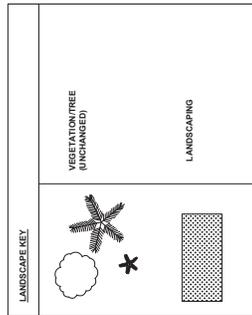


EXHIBIT "C"

PLANNING CASE NO. PL25-0130

CONDITIONS OF APPROVAL

This Project is conditionally approved as set forth on the application received by the City of Escondido on **April 21, 2025**, 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 **December 4, 2025**, and shall not be altered without express authorization by the Development Service Department.

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

A. General:

1. **Acceptance of Permit.** If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
 - a. Acceptance of the Permit by the Applicant; and
 - b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
2. **Permit Expiration.** This 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. Such "minor" modifications shall be processed through a substantial conformance process identified by the Planning Division. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

5. Limitations on Use. Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Development Services Department.

6. Certificate of Occupancy.

- a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.
- b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Development Services.

7. Availability of Permit Conditions.

- a. Prior to building permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.
- b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

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

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

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

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

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

11. Public Art Partnership Program. All requirements of the Public Art Partnership Program, as amended by Ordinance No. 2025-01, 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. Revocation, Suspension, Modification. At any time after Project implementation, the City may require a noticed public hearing to be scheduled before the Planning Commission to determine if there has been demonstrated a good faith intent to proceed in reliance on this approval. This item may be referred to the appropriate decision-making body upon recommendation of the Director of Development Services for review and possible revocation or modification of the Permit regarding non-compliance with the Conditions of Approval.

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

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

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. **Trash Enclosures.** All appropriate trash enclosures or other approved trash systems shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.
12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.

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

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

C. Parking and Loading/Unloading.

1. A minimum of 331 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. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

D. Landscaping: The property owner or 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. This approval shall supersede all previous conditions set forth under approvals 87-129-PPL, 79-132-CUP, 89-76-CUP, 2000-26-CUP, 2001-18-CUP, and PHG09-0003. All applicable conditions from all aforementioned approvals have either been carried over into this approval and/or updated to current standard conditions as applicable to the current operations.
2. The applicant, and all operators, are subject to the approval of this conditional use permit which allows for youth organizational facilities, Escondido Union School District activities, collegiate education activities, and ancillary health care as described in the December 4, 2025 Zoning Administrator staff report, which is incorporated herein by this reference as though fully set forth herein. No other activities are permitted by this approval.
3. Any requests to modify the operations as described in the December 4, 2025 Zoning Administrator staff report, or these conditions of approval, shall be subject to Chapter 33, Article 61, Division 1, Section 33-1208 of the Escondido Zoning Code.
4. A solid masonry wall shall be maintained along the eastern boundary of the project site. Said masonry wall shall be a minimum of six feet in height.
5. The eastern portion of the block wall of the adjacent apartment complex located on the west of the property shall be maintained in good condition.
6. Appropriate security fencing shall be maintained around the perimeter of the outdoor play area as identified within the Site Programming Plan. The fencing shall be decorative (such as wrought iron), and shall be designed with appropriate safety measures to restrict vehicle access. Security fencing shall also be located around the perimeter of the provided play area with appropriate safety measures to restrict vehicle access. Said fencing shall be constructed in accordance with state licensing laws.
7. Solid fencing shall be located along the north boundary of the project. Solid fencing shall also be located along the southern boundary of the new driveway entrance, and parking spaces adjacent to the existing apartment complex. Said fencing shall be a minimum of six feet in height.
8. All fencing and masonry walls provided by the project shall be maintained in good condition throughout the life of the project. Fencing shall maintain the required setback, height, and sight distances within the Escondido Zoning Code.
9. The soccer arena shall not be rented out or utilized by other schools, sports clubs, or other organizations for nighttime events that would need to utilize arena lights unless YMCA staff is

present on-site to manage controls of arena lighting throughout the hours of occupancy.

10. The illuminated scoreboard to the south of the arena soccer area shall maintain its orientation to minimize potential light and glare issues to adjacent residences to the east (to the extent feasible), and any sirens or horns shall be adjusted to the lowest volume practical to minimize potential impacts to adjacent neighbors. No public address or loudspeaker system shall be used in conjunction with the soccer area.
11. All exterior lighting utilized in conjunction with the arena soccer area shall conform to the requirements of Article 35, Outdoor Lighting (Ordinance No. 86-75). Any outdoor lighting adjacent to residential uses shall provide appropriate shields to prevent light from adversely affecting the adjacent properties. The lights shall be equipped with an automatic timing device to turn off the lights by 10 p.m. The types of internal bulbs used shall limit the amount of light output to the minimum necessary to adequately light the arena soccer area. The angle of the light fixtures shall be adjusted to minimize light spillover and glare to the adjacent residents, to the extent feasible.
12. No day-care activities or child care services shall be permitted as a part of this permit. "Child Watch" services, providing short-term child supervision by YMCA staff members are permitted in designated locations as an accessory use to the existing facilities. These services may only be utilized by YMCA members and students attending college education services.
13. Escondido Union School District Specific Conditions:
 - a. All students from the Escondido Union School District who are participating in activities at the youth organizational facility shall be provided vehicle transportation on and off-site at all times. No students shall be permitted to travel to the facility via pedestrian means. Vehicle drop-off and loading shall be in locations identified within the December 4, 2025 Zoning Administrator Staff Report.
 - b. A maximum of 300 students per day shall be permitted to participate in activities within the youth recreational facilities.
14. Out-Patient Medical Services (Neighborhood Healthcare) Specific Conditions:
 - a. Services provided at the facility shall be limited to "out-patient" services only. These services shall include, but are not limited to, the following: general medical services; pediatric services; behavioral health services; and dental care. Services may only be provided to ages 0-18 and shall not be available to the general public.
 - b. Medical services shall only be provided within no more than 11,000 square feet, and in the location as described in the December 4, 2025 Zoning Administrator Staff Report.
 - c. The maximum number of staff on-site for the healthcare facilities shall be limited to 25 employees.
15. College Education (National University) Specific Conditions:

- a. College education services shall only be provided within no more than 9,000 square feet, and in the location as described in the December 4, 2025 Zoning Administrator staff report.
- b. The maximum number of staff on-site for the college education facilities shall be limited to 4 employees.
- c. Classrooms for the college education uses shall be limited to a maximum of 35 individuals per classroom. The total classroom attendance shall be limited to 70 students at any time.

16. Hours of operation for the all uses as described in the December 4, 2025 Zoning Administrator Staff Report shall be as follows:

- a. Recreational operations (YMCA):
 - i. Year-Round:
 1. Monday through Friday, 2 p.m. to 8 p.m.
 2. Saturday through Sunday, 8 a.m. to 6 p.m.
 - ii. Summer:
 1. Monday through Friday, 8 a.m. to 8 p.m.
 - iii. Sports Programming / Intramural sports leagues (Gymnastics, Arena Soccer, Aquatics):
 1. Monday through Friday, 6 p.m. to 10 p.m.
 2. Saturday, 8 a.m. to 4 p.m.
- b. Escondido School Union District:
 - i. Between the months of August and June (School Calendar Year): Monday through Friday, 2 p.m. to 6 p.m.
 - ii. Between the months of June and August (Summer Break): 8 a.m. to 2 p.m.
- c. College Education Services (National University):
 - i. Year-Round: Monday through Friday, 8 a.m. to 9 p.m.
 - ii. Year-Round: Saturday, 8 a.m. to 5 p.m.
- d. Out-Patient Medical Services (Neighborhood Healthcare):
 - i. Year-Round: Monday through Friday, 8 a.m. to 5 p.m.

ATTACHMENT 5

PLANNING CASE NO. PL25-0130

NOTICE OF EXEMPTION



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

Notice of Exemption

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

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

Project Title/Case No: Minor Conditional Use Permit Modification (PL25-0130)

Project Location - Specific: On the east side of N. Broadway, between W. Lincoln Ave. and Espanas Glen, addressed as 1040, 1050, and 1102 N. Broadway (APNs: 229-050-05-00; 229-050-06-00; 229-050-12-00; 229-050-23-00; 229-050-24-00; 229-050-31-00; and 229-050-32-00).

Project Location - City: Escondido **Project Location - County:** San Diego

Description of Project: Approve a Conditional Use Permit modification for an existing youth facility (YMCA). The proposed project includes the repurpose of 8,100 square-feet of the existing facilities on site to include college educational services, cooperative programs with Escondido Union School District, and tenant improvements for approximately 10,700 square feet of out-patient medical services to students and youth organization members. No exterior modifications or expansion is proposed as a part of this project. The size is split-zoned, zoned Multi-Family Residential (R-2-12) and General Commercial (CG), and has a split designation within the General Plan of Urban II (U2) and General Commercial (GC).

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: Bree Wong, Brizo Pacific, Inc.

Address: 3161 Michelson Dr., Ste. 925, Irvine, CA 92612

Telephone: 661-844-0634

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

Exempt Status:

The project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section 15301 (Existing Facilities).

Reasons why project is exempt:

- The proposed project is consistent with the City of Escondido Zoning Code and General Plan, and no variances are required. The subject parcel is located in a developed area of the City, which has all services, public utilities, and access available on site.
- The proposed project is categorically exempt pursuant to CEQA Guidelines Section 15301 ("Existing Facilities"), in that the proposed project consists of a request for the modification of an existing conditional use permit for operations within an existing youth recreational facility, with no exterior expansion proposed.
- The site has been completely developed, and has no value as habitat for endangered, threatened, or rare species. The proposed development would not have the potential to cause an adverse impact on the environment and is not subject to further CEQA review.
- Furthermore, none of the exceptions listed under CEQA Guidelines section 15300.2, in that:
 - o Location. The proposed project is not located in a particularly sensitive environment, and does not impact an environmental resource of hazardous or critical concern as none have been identified in the project site.
 - o Cumulative Impact. The project will not result in a cumulative impact from successive projects of the same type in the same place, over time, as the project is consistent with the General Plan policies which were addressed in the General Plan Final EIR. Furthermore, the project will remain within the developed site and not expand beyond the existing building footprint to create an impact.

- Significant Effect. There are no unusual circumstances surrounding the project that would result in a reasonable possibility of a significant effect on the environment, as the area of impact is already disturbed.
- Scenic Highways. The proposed project will not damage scenic resources, including trees, historic buildings, rock outcroppings, or similar resources as the areas of impact have already been disturbed.
- Hazardous Waste Sites. The project site is not located on a site as referenced in Section 65962.5 of the Government Code.
- Historical Resources. The project is not on a site which contains a significant historical resource, and would not cause a substantially adverse change to the significance of a historical resource.

Lead Agency Contact Person: Alex Rangel

Area Code/Telephone/Extension: 760-839-4542

Signature: _____

Alex Rangel
Associate Planner

_____ Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant