# San Diego County
# Local Agency Formation Commission
**Regional Service Planning | Subdivision of the State of California**

**7b**

**AGENDA REPORT**
Business | Action

August 4, 2025

**TO:** Chair Whitburn and Commissioners

**FROM:** Keene Simonds, Executive Officer
Meghan Traynor, Analyst I

**SUBJECT:** **Proposed "450 and 452 Bear Valley Parkway Out-of-Agency Services" | City of Escondido (OAS24-16)**

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## SUMMARY

The San Diego County Local Agency Formation Commission (LAFCO) will consider a request from the City of Escondido to extend out-of-agency wastewater service to an unincorporated 0.6-acre parcel located entirely within the agency's sphere of influence. The affected territory is currently developed with two single-family residences – each assigned its own street address at 450 and 452 Bear Valley Parkway. This request relates to a prior administrative approval granted by the Executive Officer in August 2021 authorizing a wastewater connection to the original residence at 450 Bear Valley Parkway due to a failed septic system and related public health threats. The current request seeks to authorize out-of-agency wastewater service to a new second single-family residence at 452 Bear Valley Parkway and in doing so facilitate a pending Senate Bill (SB) 9 lot split. Staff recommends approval of the request and related service allowances to accommodate accessory dwelling units for both single-family residences. Staff further recommends the Commission forgo the practiced condition requiring the landowner to submit an annexation proposal based on local conditions as detailed. A categorical exemption from environmental review is also recommended pursuant to the California Environmental Quality Act (CEQA).

**Administration**
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San Diego, California 92103
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www.sdlafco.org

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Vice Chair Barry Willis, Alpine Fire Protection
Jo MacKenzie, Vista Irrigation
David Drake, Alt., Rincon del Diablo
Vacant, General Public
Brigette Browning, Alt., General Public

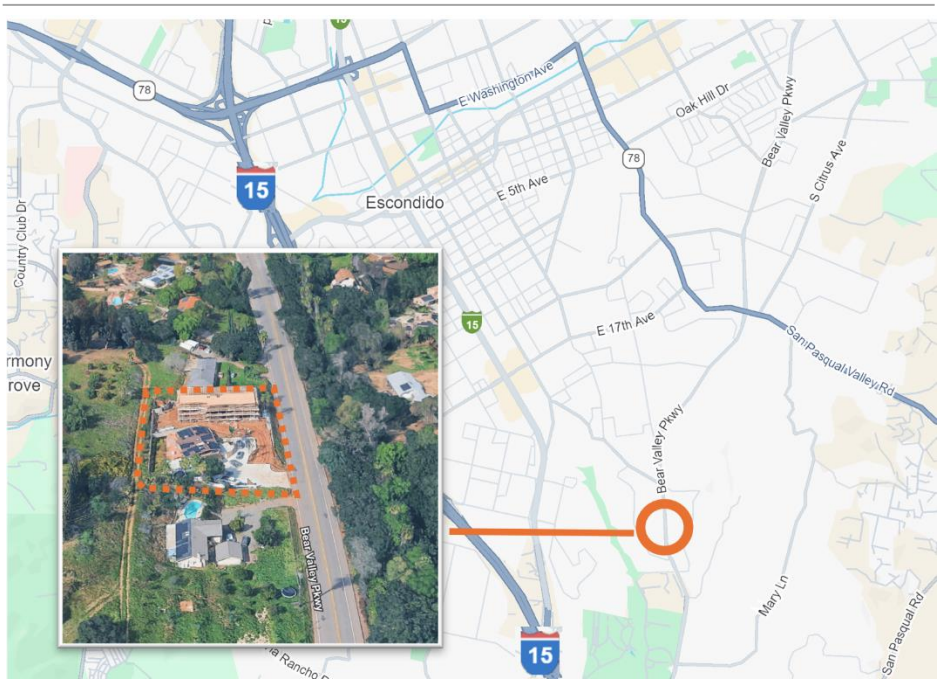
## BACKGROUND

### Out-of-Agency Services

State statute requires all cities and special districts to request and receive written approval from LAFCOs to provide "out-of-agency" services by contract except for certain limited exceptions. The statute also provides cities and special districts may only be authorized to provide out-of-agency services within their spheres of influence in anticipation of later annexations. If the affected territory lies beyond the spheres, out-of-agency services may only be authorized in response to documented threats to public health and safety. San Diego LAFCO's administrative policies governing out-of-agency services are footnoted.[1]

### Applicant Request

San Diego LAFCO has received a request from the City of Escondido – on behalf of landowner Adam Fares – seeking approval to establish out-of-agency wastewater service covering a new single-family residence at 452 Bear Valley Parkway as well as accessory dwelling units at 452 and 450 Bear Valley Parkway. The affected territory comprises one legal parcel identified by the County of San Diego Assessor's Office as 239-060-05 and developed with an inhabited single-family residence at 450 and an uninhabited single-family residence at 452. Approval would fulfill a County condition for the landowner to complete their pending lot-split as allowed under SB 9. No documentation was provided to substantiate a public health or safety finding, and accordingly the request requires Commission consideration under local policy.




**Google Earth**

[1] In May 2024, San Diego LAFCO approved a policy to formalize rules and related procedures in receiving, evaluating, and acting on local agencies' requests to provide new or extended out-of-agency services. The policy specifies LAFCO will consider out-of-agency service requests whenever otherwise merited new or extended services cannot be reasonably accommodated through annexations or other jurisdictional changes. The policy also authorizes the Executive Officer to proceed on their own to approve out-of-agency water and wastewater services in response to documented public threats.

## DISCUSSION

This item is for San Diego LAFCO to consider approving the City of Escondido's request to provide out-of-agency wastewater services (collection, treatment, and disposal classes) to the affected territory and coverage for a new single-family residence at 452 Big Bear Valley Parkway as well as well as accessory dwelling units at 452 and 450 Bear Valley Parkway. The item has been forwarded to the Commission for formal consideration in lieu of staff making a public health or safety finding. The Commission retains discretion to approve the request with or without conditions, provided such conditions do not directly regulate land use, property development, or subdivision standards. Additional discussion follows.

### Proposal Purpose

The purpose of the proposal and the underlying request to authorize out-of-agency wastewater service by the City of Escondido to the subject parcel is to accommodate a pending lot-split tentatively approved by the County of San Diego under SB 9.

### Current and Planned Land Uses

The affected territory comprises an unincorporated parcel located entirely within the City of Escondido's sphere of influence. The County of San Diego designates and zones the affected territory for moderate residential density as Rural Residential with a minimum lot standard of 0.5 acres. The City of Escondido has similarly designated the affected territory as Residential Estate II with a minimum lot standard of 20,000 square feet.

Irrespective of these local land use regulations, SB 9 (Atkins) became effective in January 2022 and establishes a statewide allowance applicable to the affected territory. SB 9 allows for the development of new, for-sale homes, either on newly subdivided lots or through the conversion of existing single-family homes into multiple units with a minimum lot requirement of 0.05 acres. Eligibility criteria under SB 9 is footnoted.[2]

## ANALYSIS

Staff has identified three central and sequential policy items for San Diego LAFCO in considering the merits of the requested approval for the City of Escondido to provide extended out-of-agency wastewater services to the affected territory as described. These items are headlined by the stand-alone merits of the timing of the request and whether discretionary terms are appropriate. The Commission must also consider the impacts of the request under CEQA statutes. Staff's analysis follows.

[2] Parcels eligible for a SB-9 lot split must be located in a single-family residential zone with a minimum lot size of 2,400 square feet. Unincorporated parcels must be located within the boundaries of an urbanized area / cluster. The new parcel created must not be smaller than 40 percent of the lot area of the original parcel. Additional measures detailed here: SB-9-Brief-July-2021-Final.pdf

## Timing Considerations

Underlying San Diego LAFCO's consideration of the request is the timing and whether the membership believes the extension of municipal wastewater service and associated need is merited and available and, if yes, the best means of delivery – annexation or out-of-agency agreement. Staff's analysis of these two related factors follows.

- Need and Availability of Service
  The affected territory consists of a single developed legal parcel totaling 0.62 acres located entirely within the City of Escondido's sphere of influence. Escondido presently provides wastewater service to a portion of the affected territory involving the single-family residence at 450 Bear Valley Parkway via an authorized out-of-agency service agreement approved by the Executive Officer in August 2021 based on a documented public health threat. A second single-family residence at 452 Bear Valley Parkway has subsequently been constructed within the affected territory as part of a pending SB 9 lot split, which has been ministerially approved by the County subject to establishing public wastewater service. Staff has verified wastewater service is readily available and would be facilitated by a separate private lateral connection to the collector main located within the adjacent public right-of-way. The projected average daily wastewater demand to service the second single-family residence is 250 gallons per day, with expansion to 750 gallons with the allowance of two accessory dwelling units (one for each address at 450 and 452 Bear Valley Parkway). This projected demand can be readily accommodated by Escondido's wastewater system by representing only 0.016% of the system's existing available capacity and posing no adverse impact to service levels or infrastructure performance.[3]

- Out-of-Agency Service v. Annexation
  Annexation remains the preferred method under LAFCO law and local policy for formalizing the relationship between territory and municipal service provision unless local conditions indicate otherwise. In this case, staff believes local conditions support an out-of-agency service agreement as the most effective and appropriate means to extend wastewater service to the affected territory and proposed uses. This analysis aligns with the City of Escondido's own preference to defer annexation until outstanding road maintenance responsibilities affecting the portion of Bear Valley Parkway adjacent to the City of Escondido is resolved in coordination with the County of San Diego – a topic expected to be addressed as part of the City of Escondido's upcoming General Plan update.

[3] A single-family residence is estimated to generate approximately 250 gallons per day (gpd) of wastewater. The City of Escondido's current average daily wastewater flow is 13.4 million gallons, representing 74.6 percent of the total treatment capacity at its Hale Avenue Resource Recovery Facility.

## Potential Terms

Staff believes it would be appropriate for San Diego LAFCO to condition approval to accommodate the newly constructed single-family residence as well as the allowance for two future accessory dwelling units subject to standard terms. This includes the applicant or party of interest paying any outstanding fees necessary to complete the approval consistent with the LAFCO fee schedule. Staff further believes it is appropriate for the Commission to forgo the standard condition of requiring the landowner to submit an annexation proposal given local conditions and, most notably, in deference to the City of Escondido's concerns about assuming spot road maintenance for a portion of Bear Valley Parkway.

## Environmental Impacts

San Diego LAFCO serves as lead agency to assess environmental impacts of the requested out-of-agency wastewater service to facilitate a planned development activity. Staff believes the request qualifies as a project under CEQA but is categorically exempt from further review under State Guidelines Section 15268. This exemption appropriately applies given that accommodation of an SB 9 development plan is ministerial.

## RECOMMENDATION

It is recommended San Diego LAFCO conditionally approve the requested out-of-agency wastewater service authorization allowing the City of Escondido to extend service to the affected territory as described with terms as specified above. This recommendation is consistent with Alternative One outlined below.

## ALTERNATIVES FOR ACTION

The following alternative actions are available to San Diego LAFCO and can be accomplished through a single-approved motion.

Alternative One (recommended):

(a) Approve the requested out-of-agency wastewater service authorization between the City of Escondido and the landowner of the affected territory as detailed and subject to the scope and terms provided in the preceding sections.

(b) Authorize the Executive Officer to file a Notice of Exemption consistent with finding the request qualifies as a "project" under the California Environmental Quality Act but exempt from further review under State CEQA Guidelines Section 15268.

Alternative Two:
Continue item to a future meeting.

Alternative Three:
Disapprove of the request.

**PROCEDURES**

This item has been placed on the agenda for action as part of San Diego LAFCO's business calendar. The following procedures are suggested in the consideration of this item:

1) Receive verbal report from staff unless waived.
2) Discuss item and consider recommendation.

On behalf of the Executive Officer,



Meghan Traynor
Analyst I

Attachments:

1) Map of the Affected Territory
2) Related Request Documents

Agenda Item No. 7b | Attachment One

Map Area all within City of Escondido SOI

Proposal Area

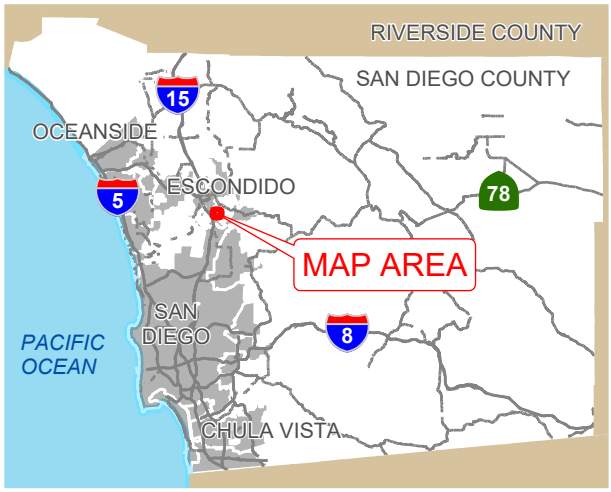
City of Escondido

RANCHITO DR
ROYAL CREST CT
PEET PL
BEAR VALLEY PY
SHERIDAN GLEN
VERANO PL
OLD SPANISH TL
MERRYWOOD LN
ROYAL CREST DR
SHAMROCK WY
GIANELLI LN
AURALIE DR
SARATOGA GLEN ST
WILLOW GLEN

N

0 0.05 0.1 0.2 Miles




# OAS24-16 "450 AND 452 BEAR VALLEY PARKWAY OUT-OF-AGENCY WASTEWATER SERVICES" | CITY OF ESCONDIDO

SOI = Sphere of Influence

Proposal Area
City of Escondido

San Diego County
Local Agency Formation Commission
Regional Service Planning | Subdivision of the State of California

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Created by Dieu Ngu -- 7/28/2025

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# CONTRACTUAL SERVICE AGREEMENT APPLICATION FORM

*In addition to the materials required for any change(s) of organization, submit the following items:*

1. One copy of either an approved Resolution of the City Council/District Board of Directors or a letter from the City Manager/District General Manager requesting approval for a contractual service agreement.

2. One copy of the contract or agreement stipulating the terms and conditions of extending service to the property signed by the property owner(s) and the agency that is to provide the service.

3. LAFCO processing fee. Contact the LAFCO office or refer to fee schedule.

Print/Type Name: FARES FAMILY TRUST / ADAM FARES

Property Address: 452 BEAR VALLEY PKWY, ESCONDIDO, CA 92025

Phone #: 858-722-6410 Date: 09-20-2024

This application is used by LAFCO staff to provide supplemental information for contractual service agreement requests.

1. What type or types of public service(s) will be provided? SEWER/WATER

2. Why is the service needed? If the service agreement is in response to an emergency health and safety situation, such as a failed septic system, provide information documenting the circumstances (e.g., letter from the County Department of Environmental Health).

3. If a jurisdictional change, such as annexation, is not possible at this time, explain the circumstances that prevent annexation and when the jurisdictional change is anticipated. _____

4. Are there any jurisdictional issues associated with the proposed contractual service agreement? ☐ YES ☑ NO
(If yes, please complete the LAFCO Policy L-107 form)

**San Diego Local Agency Formation Commission**
**2550 Fifth Ave., Suite 725**
**San Diego, CA 92103**
**(619) 321-3380**

Revised November 2022

RECEIVED
MAY 21 2025
SAN DIEGO LAFCO

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RECEIVED

SEP 19 2024

SAN DIEGO LAFCO

ESCONDIDO
City of Choice

**Sean McGlynn, City Manager**
**201 North Broadway, Escondido, CA 92025**
**Phone: 760-839-4631 Fax: 760-839-4578**

September 13, 2024

Keene Simonds, Executive Officer
San Diego LAFCO
2550 Fifth Ave, Suite 725
San Diego, CA 92103

RE: Request for LAFCO Approval of an Out-of-Agency Service Request – 452 Bear Valley Parkway, Escondido CA 92025

Mr. Simonds:

The City of Escondido has received a request from an affected landowner for an extension of City sewer service to unincorporated territory outside of the City's boundaries and within the City's sphere of influence in advance of a future change of organization to annex the property. Your Commission's approval is requested for the proposed out-of-agency sewer service agreement and extension of sewer service outside the City's boundaries.

The affected property is located at 452 Bear Valley Parkway and includes one unincorporated parcel (APN 239-060-05-00) developed with one single-family residence addressed as 450 Bear Valley Parkway. The residence addressed at 450 Bear Valley Parkway is currently connected to the Escondido sewer system via a previously-approved OAS due to failure of the property's septic system. The property owner has subsequently developed a second single-family residence addressed as 452 Bear Valley Parkway on the parcel and is requesting approval for an OAS sewer agreement with Escondido to serve the second unit.

The City of Escondido has sewer service available to the subject property from adjacent infrastructure located within Bear Valley Parkway. The property owner would be responsible for all connection costs and fees. Attached to this request letter is a copy of Escondido's standard Out-of-Agency Service Agreement template which specifies all terms and conditions for proposed extensions of City sewer service.

After receiving LAFCO's Certificate of Approval for an Out of Agency Service Agreement, the conformed sewer service agreement for the subject property would go to the Escondido City Council for consideration. Following Council approval, the sewer service agreement would be recorded by the County Recorder and connection of the property to the City's sewer collection system would be allowed per the terms and conditions of the service agreement. A copy of the recorded service agreement would be forwarded to the LAFCO office.

Please contact Robert Barry at 760-839-4537 or Robert.Barry@Escondido.gov with the City of Escondido should you have any questions or require additional information regarding this request.

Sincerely,

Sean McGlynn
City Manager

Enclosures
cc: Christopher W. McKinney, Deputy City Manager
Veronica Morones, City Planner

| | |
|---|---|
| **EXEMPT FROM FEES** pursuant to Gov't Code §§ 6103, 27383, and 27388.1 (filing requested/executed by municipality)<br><br>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:<br><br>Planning Division<br>City of Escondido<br>201 North Broadway<br>Escondido, CA 92025-2798 | *This Space for Recorder's Use Only* |

APN: _____

# OUT-OF-AGENCY SERVICE AGREEMENT

This OUT-OF-AGENCY SERVICE AGREEMENT ("**Agreement**") is made and entered into as of the last signature date set forth below ("**Effective Date**"), by and between the City of Escondido, a California municipal corporation ("**City**") and [insert owner name and entity designation, if applicable; e.g., Jane Homeowner, an individual; Propertyco, LLC, a California limited liability company] (collectively referred to herein as "**Owner**"). (The City and Owner may each be referred to herein as a "**Party**" and collectively as the "**Parties**.")

## RECITALS

A. Owner possesses and owns that certain real property located at _____, which is outside the jurisdictional boundary of the City, and within the unincorporated County of San Diego, as further described in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference ("**Property**").

B. Pursuant to California Government Code section 56133(a), the City may provide new or extended services outside its jurisdictional boundary only if it first requests and receives written approval from the San Diego County Local Agency Formation Commission ("**LAFCO**").

C. Pursuant to California Government Code section 56133(b), LAFCO may authorize the City to provide new or extended services outside its jurisdictional boundary but within its sphere of influence in anticipation of a later change of organization.

D. In accordance with California Government Code section 56133 and LAFCO's local policies, in a letter dated _____, which is attached hereto as Exhibit B and incorporated herein by this reference ("**Conditional Approval Letter**"), LAFCO provided a conditional approval for the City to establish contract wastewater service for the Property, limited to the existing one dwelling unit on the Property and subject to the LAFCO conditions stated therein.

E. The City and the Owner desire to enter into this Agreement so the City may provide wastewater service to the existing one dwelling unit on the Property, subject to Owner meeting all of the LAFCO conditions and any conditions otherwise expressed in this Agreement.

AGREEMENT

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

1. Recitals. The Recitals set forth above are included herein by reference as part of this Agreement and the Parties agree that said Recitals are essential facts to this Agreement.

2. Applicability of Government Code. This Agreement is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (California Government Code section 56000 et seq.) ("**Act**") and is subject to all of the provisions of the Act, including but not limited to Government Code section 56133.

3. Authority to Connect. Upon the Parties' execution of this Agreement and Owner's recordation of this Agreement in the County Recorder's Office for San Diego County, and subject to all other terms and conditions of this Agreement, Owner may connect to the City's sewer and water system ("**Improvements**"). Owner agrees to construct the Improvements in conformance with all applicable federal, state, and local laws and regulations. No construction of the Improvements shall occur without first securing all required permits and approvals from the City, County, or any other local agency or regulatory authority, and without first completing environmental review pursuant to the California Environmental Quality Act ("**CEQA**").

4. Irrevocable Offer of Annexation. Owner hereby makes an irrevocable offer of annexation of the Property to the City. Owner waives any right of protest in the annexation of the Property to the City provided for under the Act or any other law or policy. Such waiver shall be binding on Owner and its heirs, successors in interests, and assigns.

5. Conditions of Approval. This Agreement shall be subject to all LAFCO conditions:

a. Owner agrees to meet all LAFCO conditions, including each of the following:

(i.) Owner shall provide LAFCO a completed contractual service agreement form along with the required application filing fee.

(ii.) Owner shall provide LAFCO a landowner-petition application to annex the Property to the City ("**Annexation Petition**"), along with the required filing fee.

(iii.) Owner shall provide LAFCO a signed copy of this Agreement.

b. Within 10 days after execution of this Agreement by all Parties, Owner shall record this Agreement with the Office of the County Recorder for San Diego County.

c. Owner shall execute and record an agreement approved by LAFCO that consents to annexation of the Property into the City, which Agreement shall run with the land and inure to and bind all successors in interest to the Property. Owner shall undertake all prezoning and associated environmental review and pay all associated City and LAFCO fees related to the annexation of the Property.

d. As a condition to annexation, Owner shall apply to the City to have the

Property prezoned, a discretionary act that will require environmental review. At the time Owner files an Annexation Petition, Owner shall file a formal application for prezoning with the City and shall diligently and in good faith prosecute such application to completion.

e. Owner shall be responsible for all LAFCO and City fees and charges in relation to the application for prezoning, application for annexation, Improvements, future wastewater service connection, or otherwise in relation to this Agreement.

f. This Agreement is limited to the provision of wastewater service to the existing one dwelling unit on the Property and shall not be construed to provide authority for the City's provision of any additional service in relation to the Property.

6. No Pre-Commitment; Final Action Subject to Environmental Review.

a. Notwithstanding any other provision of this Agreement, nothing herein shall commit or otherwise require the City, or be interpreted as requiring the City, to issue any permit, entitlement, or other approval in relation to the Improvements. Rather, the City and Owner acknowledge and agree that the City retains full discretionary authority with respect to the Improvements, and may approve, disapprove, modify, or condition the Improvements, or any portion thereof, as otherwise authorized by law. Owner acknowledges and agrees that it is proceeding at its own risk and expense until such time as all required permits, entitlements, or other approvals are approved and without assurance that any required permits, entitlements, or other approvals will be approved.

b. The City shall not enter into any agreement that will allow for the construction of the Improvements until there has been appropriate compliance with CEQA. The City, through the planning process with Owner as to the Improvements, will identify the actions and activities that would be necessary to construct the Improvements and thereby facilitate meaningful environmental review.

7. Term. This Agreement shall commence on the Effective Date and shall remain in effect until the earlier of any of the following: (i) the Property is annexed into the City; or (ii) the Agreement is terminated by the City if Owner fails to meet any condition stated herein.

8. Indemnification. Owner (including Owner's agents, employees, contractors, and subcontractors, if any) shall hold harmless, defend (with counsel reasonably acceptable to the City), and indemnify the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers 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, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "**Claims**"), and any attorney's, consultant, or expert fees and City staff costs for investigating or responding to any Claims, incurred in connection with or arising in whole or in part from this Agreement, the use of the Improvements by the Owner (including Owner's agents, employees, invitees, contractors, and subcontractors, if any), the condition of the Improvements, or any related construction or other work undertaken on the Property, including without limitation (i) any death or bodily injury to a person; (ii) any injury to, loss, or theft of tangible or intangible property, including economic loss; or (iii) any other loss, damage, or expense sustained by the Owner in connection with any work or obligations performed in connection with

this Agreement, except for any liability resulting from the active negligence, sole negligence, or willful misconduct of the City. The duty to defend the City as described in this Paragraph 10 shall apply regardless of whether any Claims are groundless, fraudulent, or false. All obligations under this Paragraph 10 shall survive the termination of this Agreement.

9. Miscellaneous.

12.1 *Governing Law*. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Any litigation arising out of this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

12.2 *Entire Agreement*. This Agreement, together with its attachments or other documents, if any, described or incorporated herein, contains the entire agreement and understanding concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. Each of the Parties hereto acknowledges that no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

12.3 *Amendment*. This Agreement may not be amended except in a writing signed by all of the Parties hereto, and then only in the specific instance and for the specific purpose given. Any such amendment shall be recorded with the Office of the County Recorder for the County of San Diego.

12.4 *Independent Investigation*. The Parties acknowledge that they have conducted an independent investigation of the facts concerning the subject matter of this Agreement. The Parties agree that the factual recitals are correct and expressly assume the risk that the true facts concerning the foregoing may differ from those currently understood by them.

12.5 *Advice of Counsel*. The Parties hereby acknowledge that they have executed this Agreement after having the opportunity to consult with, and receive the advice of, their own counsel.

12.6 *Capacity*. Each individual signing this Agreement represents and warrants that he or she has been authorized to do so by proper action of the Party on whose behalf he or she has signed.

12.7 *Headings*. Section headings are for reference purposes only and shall not be used for interpreting the meaning of any provisions of this Agreement.

12.8 *Attorney's Fees*. In any action to enforce the terms of this Agreement, the Parties agree that the prevailing party shall be entitled to its reasonable attorney's fees and all costs, fees, and expenses, including the fees of expert witnesses and consultants, whether or not such costs, fees, and expenses are recoverable or allowed as costs under section 1033.5 of the California Code of Civil Procedure. In addition to the foregoing award of attorney's fees and costs, the prevailing party shall be entitled to its attorney's fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision is separate and shall survive the merger of this

provision into any judgment on this Agreement.

12.9 *Counterparts*. This Agreement may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document.

12.10 *Severability*. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

12.11 *Notice*. All notices, demands, approvals, or consents provided for in this Agreement shall be in writing and delivered to the appropriate Party at its address as follows:

If to the City:

Director of Development Services
City of Escondido
201 N. Broadway
Escondido, CA 92025

If to Owner:

[Owner Name
Owner Address
Owner Address]

Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other Party within five business days after the notice has been deposited in the U.S. Mail, duly registered or certified, with postage prepaid, and addressed as set forth above. Any Party may change the address information provided above by giving written notice to the other Party in the manner provided in this Agreement.

12.12 *Covenants Run with Land*. So long as this Agreement remains in effect, the obligations and benefits provided for in this Agreement shall run with the land obligated and benefited, respectively, and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof. As such, it is the intent of the Parties that this Agreement and the promises, covenants, rights, and obligations set forth herein (i) shall be and are covenants running with the Property, encumbering the Property for the term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and operators of the Property; (ii) are not merely personal covenants of the Owner; and (iii) shall bind the Owner and its respective successors and assigns during the term of this Agreement. Further, the Owner shall ensure that any future transfer of interest in the Property is made subject to the terms of this Agreement, such that any future successor in title or owner or operator of the Property shall be bound by the terms herein.

12.13 *Effective Date*. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____ By_____
Dane White, Mayor

OWNER(s)

Date: _____ By_____
[Name, Title]

Date: _____ By_____
[Name, Title]

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

APPROVED AS TO FORM:

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA ]

COUNTY OF _____ ]

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

**City of Escondido**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA ]

COUNTY OF _____ ]

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

**(OWNER)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA ]

COUNTY OF _____ ]

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

**(OWNER)**

**Exhibit A**

Legal Description of Property

**Exhibit B**

Conditional Approval Letter