



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

7a

AGENDA REPORT
 Business | Action

November 3, 2025

TO: Chair Whitburn and Commissioners

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

SUBJECT: **Proposed “Bowles – N. Broadway Out-of-Agency Wastewater Services” | City of Escondido (OAS 25-14)**

SUMMARY

The San Diego County Local Agency Formation Commission (LAFCO) will consider a request from the City of Escondido to provide new out-of-agency wastewater service to a 1.2-acre parcel in unincorporated Hidden Meadows. The affected territory at 3216 North Broadway – a single-family residence within Escondido's sphere of influence and 0.2 miles from the City limits – requires the service to support planned demolition and reconstruction of the existing home and addition of an accessory dwelling unit. Staff recommends approval with standard terms, while waiving the typical requirement for the landowner to file a future annexation proposal due to local conditions detailed in the report. Staff further recommends the Commission find the project categorically exempt from environmental review under State CEQA Guidelines Section 15319(b).

BACKGROUND

Legislation + Local Policy

State statute requires cities and special districts to obtain LAFCO approval before providing out-of-agency services by contract, subject to limited exemptions. Agencies may be authorized to serve territory within their spheres of influence in anticipation of future

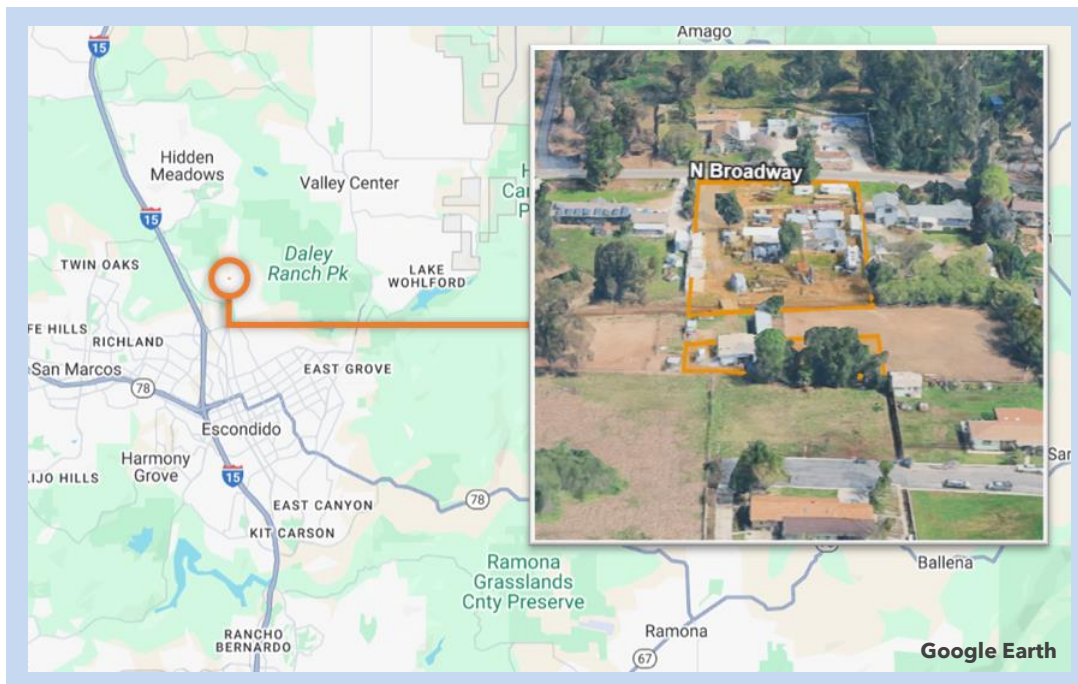
Administration Keene Simonds, Executive Officer 2550 Fifth Avenue, Suite 725 San Diego, California 92103 T 619.321.3380 E.lafco@sdcounty.ca.gov www.sdlafco.org	Paloma Aguirre County of San Diego Joel Anderson County of San Diego Monica M. Steppe, Alt. County of San Diego	Kristi Becker City of Solana Beach Dane White City of Escondido John McCann, Alt. City of Chula Vista	Chair Stephen Whitburn City of San Diego Marni von Wilpert, Alt. City of San Diego	Vice Chair Barry Willis Alpine Fire Protection Jo MacKenzie Vista Irrigation David Drake, Alt. Rincon del Diablo	Brigitte Browning General Public Eileen Delaney, Alt. General Public
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annexation. Outside their spheres, services may only be authorized in response to documented threats to public health and safety.

San Diego LAFCO's policies authorize the Executive Officer to approve out-of-agency water and wastewater service requests involving documented and direct threats to public health, safety, or welfare, with such administrative approvals reported to the Commission for information only. All other out-of-agency service requests require Commission approval.

Applicant Request

The City of Escondido requests San Diego LAFCO’s authorization on behalf of landowner Mer Bowles to provide new out-of-agency wastewater service to a 1.2-acre parcel at 3216 North Broadway in unincorporated Hidden Meadows. The affected territory – developed with a 576 square-foot single-family residence – lies within Escondido’s sphere of influence but separated by the City limits by nearly 0.2 miles with several other unincorporated properties in between. The subject parcel is identified by the County Assessor as 187-500-59.



Escondido’s request is premised on supporting the demolition and reconstruction of the existing single-family residence and addition of an accessory dwelling unit (ADU). LAFCO staff has also separately consulted with the County’s Department of Environmental Health and Quality (DEHQ), which has indicated the proposed development cannot be supported by the existing septic system and recommended an out-of-agency wastewater service request proceed to mitigate a potential public health and safety concern, with details footnoted.¹

¹ DEHQ has advised replacing the existing septic system is infeasible given physical and environmental constraints on the site, including the presence of an intermittent stream fed by Reidy Creek located behind the home that requires a 100-foot setback, the area’s history of high groundwater levels, and the existing onsite system currently being out of compliance.

DISCUSSION

San Diego LAFCO will consider approving the City of Escondido's request under Government Code Section 56133 to provide new out-of-agency wastewater services (collection, treatment, and disposal) to the affected territory. The Commission may approve the request with or without terms, provided any conditions do not directly regulate land use, property development, or subdivision requirements.

Proposal Purpose

The request would authorize wastewater service to support the planned demolition and reconstruction of the existing single-family residence and addition of an ADU.

Current and Planned Land Uses

The affected territory is currently developed with a single-family residence built in 1945. Both the County and Escondido have established land use policies providing for low-density single-family residential uses:

- The County General Plan designates the property as Semi-Rural Residential (Sr-1) with corresponding Rural Residential (RR) zoning. This zoning establishes a 1.0-acre minimum lot size with provisions permitting an ADU.
- The Escondido General Plan designates the property as Estate I with corresponding pre-zoning of Residential Agriculture. This zoning establishes a 5.0-acre minimum lot size with provisions permitting an ADU.

The planned development is consistent with these land use policies.²

ANALYSIS

San Diego LAFCO's current sphere of influence designation for the City of Escondido to include the affected territory focuses the analysis on the (a) timing of the requested out-of-agency service extension and (b) whether discretionary terms are appropriate. The Commission must also consider other relevant statutes as detailed below.

Policy Consideration | Timing of the Out-of-Agency Wastewater Service

The Commission must determine whether extending municipal wastewater service is merited and readily available, and if so, whether the service should be provided through annexation or out-of-agency extension. Staff's analysis of these factors follows.

² The affected territory is not within a disadvantaged unincorporated community.

- Need and Availability of Service

The affected territory consists of an existing single-family residence within a developing, urbanizing unincorporated area that is expected to eventually annex into Escondido. The projected wastewater demand is 250 gallons per day for the current residence (existing or rebuilt), expanding to 500 gallons per day with the planned ADU. This amount plus all other existing flows contributes to projected systemwide average daily demand of 12.5 million gallons per day (MGD) and well below Escondido's 18.0 MGD capacity at the Hale Avenue Resource Recovery Facility. The need for wastewater service and available capacity support the out-of-agency agreement.

- Out-of-Agency Service v. Annexation

Annexation is the preferred method under LAFCO law for formalizing service relationships unless local conditions suggest otherwise. Here, local conditions justify out-of-agency service as the most effective means given that annexation would not be orderly or efficient at this time. Most notably, the affected territory is non-contiguous to Escondido, and at least six additional unincorporated properties along North Broadway would need inclusion for connectivity (cherry-stem annexations are prohibited under LAFCO statute).

Policy Consideration | Potential Terms

Staff recommends conditioning approval to accommodate only the planned single-family residence and ADU, with standard approval terms including payment of outstanding fees per the LAFCO fee schedule. (Any additional uses – including but not limited to, junior ADUs, childcare facilities or other allowances contemplated under zoning are not covered.) Staff further recommends dispensing with the typical requirement for the landowner to file a future annexation proposal given the impracticability of orderly annexation at this time.

RECOMMENDATION

It is recommended San Diego LAFCO conditionally approving the out-of-agency wastewater service authorization to allow the City of Escondido to provide new service to the affected territory in support of the planned reconstruction and ADU development, consistent with Alternative One 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 out-of-agency wastewater service authorization between the City of Escondido and the landowner at 3216 North Broadway subject to the scope and terms provided in preceding sections.

- b) Authorize the Executive Officer to file a Notice of Exemption, finding the request qualifies as a "project" under the California Environmental Quality Act but is exempt from further review under State CEQA Guidelines Section 15319(b) as it will accommodate no more than two dwelling units.

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 consideration of this item:

- 1) Receive verbal report from staff unless waived.
- 2) Invite any interested parties to testify.
- 3) Discuss item and consider recommendation.

On behalf of the Executive Officer,



Meghan Traynor
Analyst I

Attachments:

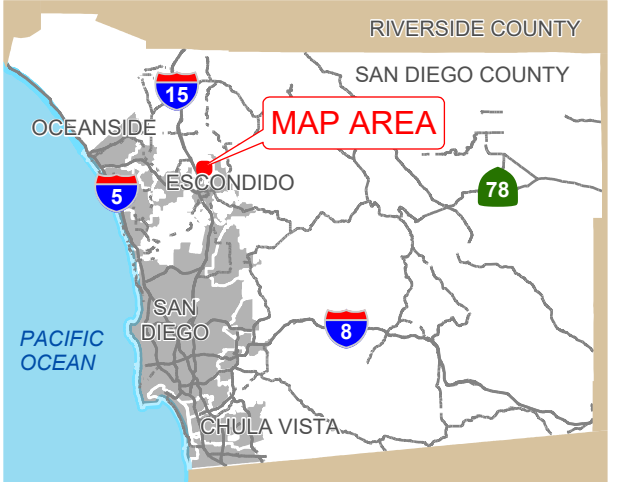
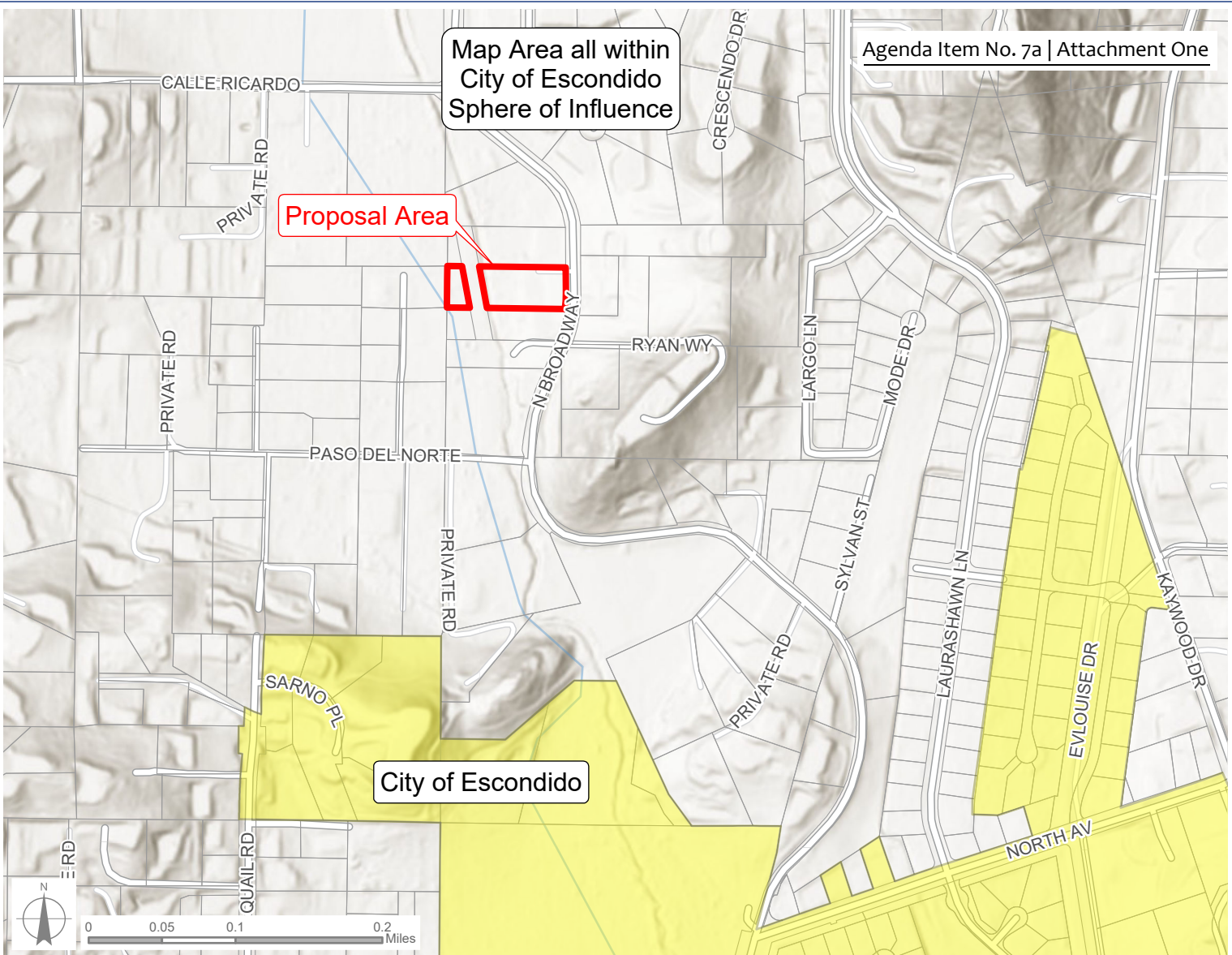
- 1) Map of the Affected Territory
- 2) Related Request Documents

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Map Area all within City of Escondido Sphere of Influence

Proposal Area

City of Escondido



OAS25-14

"BOWLES - N. BROADWAY OUT-OF-AGENCY WASTEWATER SERVICES" | CITY OF ESCONDIDO

- Proposal Area
- City of Escondido



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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: MARIANO (MER) BOWLES

Property Address: 3216 N Broadway, Escondido, 92026

Phone #: 760-594-1038 Date: 7/11/25

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? WASTEWATER
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. OAS.
4. Are there any jurisdictional issues associated with the YES NO proposed contractual service agreement?
(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

JUL 14 2025

SAN DIEGO LAFCO



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

June 26, 2025

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 Agreement – 3216 N Broadway, Escondido CA 92026

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 anticipation of a later 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 3216 N Broadway and includes one unincorporated parcel (APN 187-500-59-00) developed in 1945 with one single-family residence that utilizes an underground septic disposal system. In a letter dated April 22, 2025, the San Diego County Department of Environmental Health (DEH) confirmed that a potential replacement of the property's aging septic disposal system was infeasible due to high groundwater conditions and proximity to Reidy Creek, which traverses the property north to south. The DEH letter requests connection of the property to public sewer to minimize possible environmental and public health risks.

The City of Escondido has sewer service available to the subject property from adjacent infrastructure within North Broadway. The property owner would be responsible for all connection costs and fees. Attached to this request letter are copies of the DEH status letter for the property, and 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 sewer service agreement for the subject property would proceed to the Escondido City Council for consideration. Following Council approval, the executed 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.

June 26, 2025

3216 N. Broadway Out-of-Agency Service Agreement Approval Request

Page 2

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'Sean McGlynn', with a long horizontal flourish extending to the right.

Sean McGlynn
City Manager

Enclosures

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



AMY HARBERT
DIRECTOR

DEPARTMENT OF ENVIRONMENTAL HEALTH AND QUALITY

P.O. BOX 129261, SAN DIEGO, CA 92112-9261
Phone: (858) 505-6700 or (800) 253-9933 Fax: (858) 505-6786
www.sdcdeh.org

HEATHER BUONOMO, REHS
DIRECTOR OF ENVIRONMENTAL HEALTH

April 22, 2025

Mariann Bowles
3216 N. Broadway,
Escondido, Ca. 92026

RE: LAFCO Inquiry

Site Adress: 3216 N. Broadway, Escondido Ca. 92026
APN: 187-500-59-00

Dear Mrs. Bowles

The Department of Environmental Health and Quality (DEHQ) conducted a site consultation in February of 2024 regarding your onsite wastewater treatment system (OWTS) that serves your existing residence at the property referenced above. The goal of the consultation was to determine whether replacing the aging system was feasible, and if there was any opportunity to add additional occupancy to the property. Are evaluation of the property revealed that the level of seasonal groundwater exceeds the minimum allowed for OWTS installation, and DEHQ has determined that there is no suitable location on the property for replacement OWTS. If a sewer connection is available for this property, DEHQ requests that your local water agency facilitate connection as soon as possible to minimize the risk to public health and the environment due to the OWTS proximity to groundwater and Reidy creek.

If there are any questions, I can be reached at 619-366-1590 or conner.jordan@sdcounty.ca.gov

Sincerely,

Conner Jordan
Environmental Health Specialist
Land Use Program

Cc: J. Burila, R. Barry

EXEMPT FROM FEES pursuant to Gov't Code §§ 6103, 27383, and 27388.1 (filing requested/executed by municipality)

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Planning Division
City of Escondido
201 North Broadway
Escondido, CA 92025-2798

This Space for Recorder's Use Only

APN: [redacted]

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 [redacted], 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 [redacted], 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.

CAO: 2/2/2022

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 rezoning 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

CAO: 2/2/2022

Property rezoned, a discretionary act that will require environmental review. At the time Owner files an Annexation Petition, Owner shall file a formal application for rezoning 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 rezoning, 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

CAO: 2/2/2022

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

CAO: 2/2/2022

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)

CAO: 2/2/2022

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)

CAO: 2/2/2022

Exhibit A

Legal Description of Property

Exhibit B

Conditional Approval Letter