



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

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AGENDA REPORT
 Consent | Information

April 6, 2026

TO: Chair Becker and Commissioners

FROM: Keene Simonds, Executive Officer
 Michaela Peters, Analyst II

SUBJECT: Notice of Administrative Approval | “Dechner - Haas Street Out-of-Agency Wastewater Services” with City of Escondido (OAS25-17)

SUMMARY

The San Diego County Local Agency Formation Commission (LAFCO) will receive notice of an administrative approval by the Executive Officer authorizing the City of Escondido to provide out-of-agency wastewater service to a 1.09-acre unincorporated parcel within its sphere of influence located at 2417 Haas Street. The authorization is limited to an existing single-family residence and is based on documentation of a public health threat arising from a failed septic system. Approval waives the standard condition requiring the landowner to submit an annexation proposal to LAFCO for future processing, given local conditions as detailed. The Executive Officer has determined the project is exempt from further review under the California Environmental Quality Act (CEQA) Guidelines Section 15269(c). This notice is provided for informational purposes in accordance with adopted Commission policy. The Commission may also pull the item for discussion and provide related feedback.

BACKGROUND

Overseeing Out-of-Agency Services

State statute requires cities and special districts to request and receive written approval from LAFCOs before providing out-of-agency services by contract except for certain limited exemptions. The statute also provides cities and special districts may only be authorized to

<p>Administration Keene Simonds, Executive Officer 2550 Fifth Avenue, Suite 725 San Diego, California 92103 T 619.321.3380 E lafco@sdcountry.ca.gov www.sdlafco.org</p>	<p>Paloma Aguirre County of San Diego</p> <p>Joel Anderson County of San Diego</p> <p>Monica M. Steppe, Alt. County of San Diego</p>	<p>Chair Kristi Becker City of Solana Beach</p> <p>Dane White City of Escondido</p> <p>John McCann, Alt. City of Chula Vista</p>	<p>Stephen Whitburn City of San Diego</p> <p>Marni von Wilpert, Alt. City of San Diego</p>	<p>Vice Chair Barry Willis Alpine Fire Protection</p> <p>Jo MacKenzie Vista Irrigation</p> <p>David Drake, Alt. Rincon del Diablo</p>	<p>Brigitte Browning General Public</p> <p>Eileen Delaney, Alt. General Public</p>
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serve territory within their spheres of influence in anticipation of future annexation. 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.

Delegation to the Executive Officer

San Diego LAFCO's policies authorize the Executive Officer to approve out-of-agency service requests involving water and wastewater in response to documented threats to public health, safety, or welfare. In such cases, the Executive Officer is required to inform the Commission of any administrative approvals at the next available meeting for informational purposes only. All other out-of-agency service requests require Commission approval.

Applicant Request and Administrative Approval

LAFCO received a request from City of Escondido – on behalf of an interested landowner (Gilad Dechner) – on March 6, 2025 for authorization to provide new out-of-agency wastewater service to a 1.09-acre parcel at 2417 Haas Street in unincorporated Escondido. The affected territory – developed with a 3,608 square-foot single-family residence – lies within Escondido’s sphere of influence but separated from City limits by an adjoining roadway segment of Haas Street owned and maintained by the County of San Diego. The subject parcel is identified by the County Assessor as 239-330-66 and shown below.



Google Earth

Escondido’s requested authorization is premised on the failure of the property’s existing septic system, which is no longer functional without continuous pumping. Upon receipt of the request, LAFCO staff coordinated with Escondido and confirmed the agency is readily positioned to extend service utilizing nearby public infrastructure within Haas Street. The

affected territory consists of an existing single-family residence within a developing, urbanized unincorporated area that is expected to eventually annex into Escondido. Projected wastewater demand is 250 gallons per day for the current residence, expanding to 500 gallons per day considering the allowance for an 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.

LAFCO staff also consulted with the County's Department of Environmental Health and Quality (DEHQ) and they recommended connection proceed to mitigate an ongoing threat to public health and safety. DEHQ further advised that replacing the septic system is problematic due to site constraints.¹ Based on these considerations, the Executive Officer issued conditional out-of-agency service approval on March 23, 2026.

DISCUSSION

This item is for San Diego LAFCO to receive notice of the Executive Officer's administrative approval authorizing the City of Escondido to provide wastewater service outside its jurisdictional boundary to 2417 Haas Street on a contract basis as described above. The Executive Officer's approval and conditions are final under policy. However, and as needed, the Commission is invited to pull the item for discussion to inform future actions.

ANALYSIS

San Diego LAFCO's administrative approval authorizing Escondido to provide out-of-agency wastewater service to the subject parcel at 2417 Haas Street is consistent with applicable statutes and Commission policies. This includes the Executive Officer's authority to act in response to a reasonably documented and imminent threat to public health and safety, following confirmation of the availability and adequacy of the City's wastewater system. This approval has been conditioned to limit service solely to the existing single-family residence with no accommodation for additional structures.

With respect to other Commission policies and practices, consideration has also been given to require the landowner to file an annexation proposal with LAFCO for future processing in conjunction with expediting the anticipated annexation under statute. 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, the Executive Officer has determined annexation is not appropriate at this time given primary access to the affected territory is via a County road that does not directly connect to Escondido's boundary. Annexation would result in the Escondido assuming responsibility for only a limited segment of road frontage, while the balance of the roadway

¹ The septic system's leach field is partially obstructed by invasive root growth, preventing the system from draining properly. Additionally, there is limited space on the lot to install a compliant replacement system. A public sewer connection is available within 100 feet of the home.

would remain under County jurisdiction, resulting in an illogical and inefficient service arrangement. This assessment is consistent with the City's preference to defer annexation until future right-of-way dedications from adjacent unincorporated properties occur, associated frontage improvements are completed to current City standards, and contiguity with the City's boundary is achieved.

The Executive Officer has also determined that the project qualifies as statutorily exempt from additional environmental review under State CEQA Guidelines Section 15269(c), as the activity is intended to prevent or mitigate a verified threat to public health and safety associated with the failed septic system on the property.

RECOMMENDATION

This item is presented to San Diego LAFCO for information only.

ALTERNATIVES FOR ACTION

None.

PROCEDURES

This item has been placed on the San Diego LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation unless otherwise specified.

On behalf of the Executive Officer,

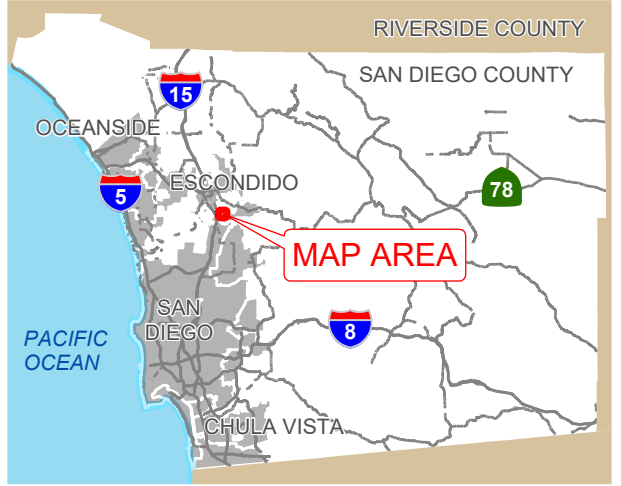
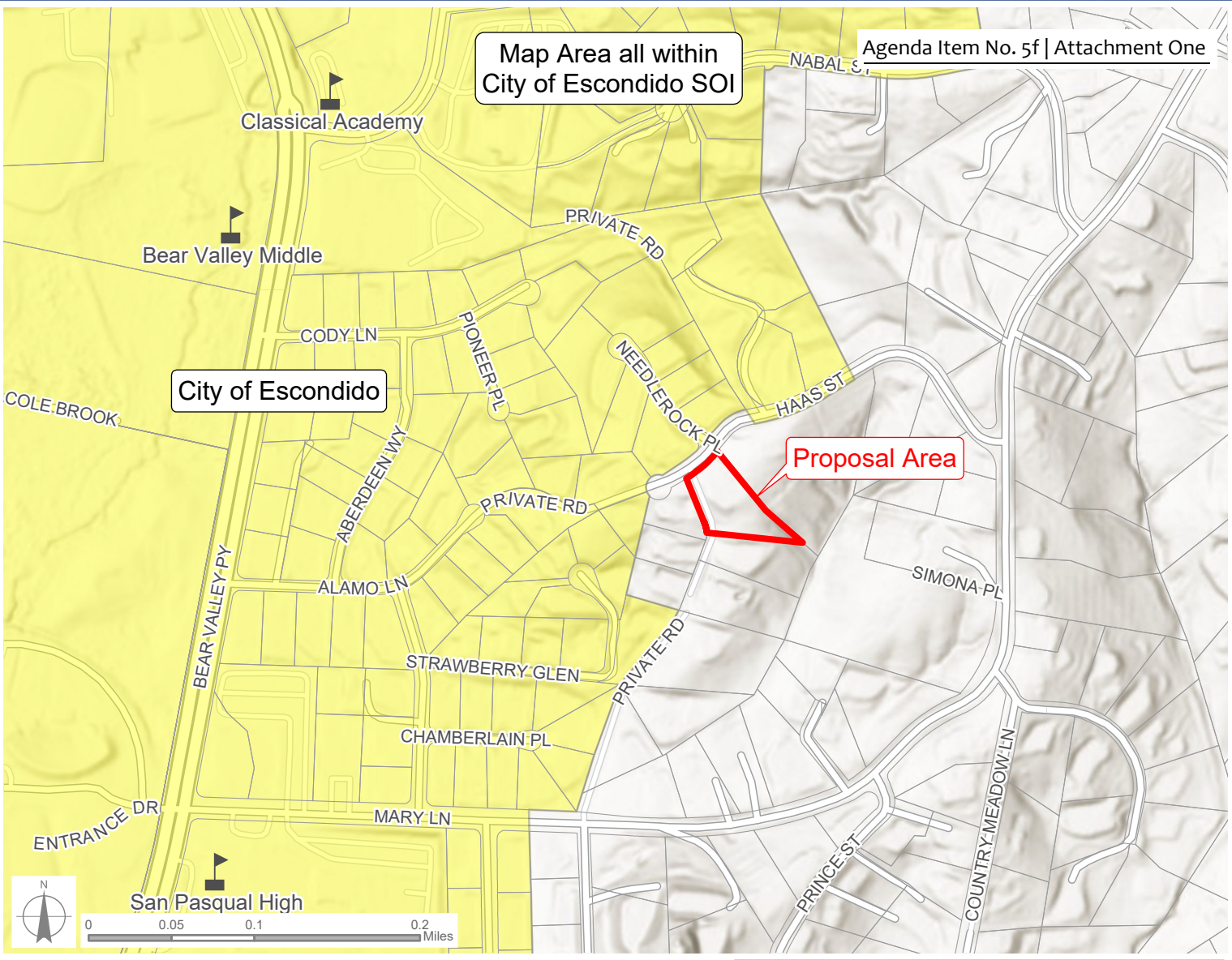


Michaela Peters
Analyst II

Attachments:




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

Map Area all within City of Escondido SOI



OAS25-17

"2417 HAAS STREET OUT-OF-AGENCY WASTEWATER SERVICES" | CITY OF ESCONDIDO

-  Proposal Area
-  City of Escondido
-  City of Escondido SOI

SOI = Sphere of Influence



San Diego County
Local Agency Formation Commission
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Created by Dieu Ngu -- 1/15/2026

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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: _____

Property Address: _____

Phone #: _____ Date: _____

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? _____
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 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



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

March 6, 2026

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

RE: Request for LAFCO Approval of an Emergency Out-of-Agency Service Agreement – 2417 Haas St.,
Escondido CA 92025

Mr. Simonds:

The City of Escondido (City) has received an emergency request from an affected landowner for an extension of City sewer service to unincorporated territory outside of the City's incorporated boundaries and within the City's adopted sphere of influence. The emergency request for out-of-agency sewer service is due to an existing or impending threat to the health or safety of the public and the residents of the affected territory, and a later change of organization to annex the unincorporated property to the City is anticipated. Per Government Code Section 56133(a), your Commission's approval is hereby requested for the proposed emergency out-of-agency sewer service agreement and extension of City sewer service outside the City's incorporated boundaries.

The affected unincorporated property is located at 2417 Haas Street and includes one 1.09-acre parcel (APN 239-330-66-00) developed in 1990 with one single-family residence that utilizes an underground septic disposal system. In a letter dated November 12, 2025, the San Diego County Department of Environmental Health (DEH) confirmed that the property's septic disposal system has failed and there is limited usable area available for a compliant replacement system on the lot. The DEH letter requests connection of the property to public sewer as soon as possible. The City of Escondido has existing sewer service available to the subject property from adjacent infrastructure within Haas St. The subject property owner would be responsible for all sewer connection costs and associated City and LAFCO fees.

Attached to this request letter are copies of the DEH status letter for the property and the City's Out-of-Agency Service (OAS) Agreement template which specifies all terms and conditions for proposed extensions of City sewer service. The OAS Agreement terms and conditions include a binding Irrevocable Offer to Annex that will relinquish any right of protest by current or subsequent landowners for the future annexation of the property to Escondido.

At this time, the City requests the LAFCO emergency out-of-agency service approval be conditioned for deferral of annexation of the subject property until the City is prepared to accept the adjoining unincorporated roadway segment of Haas Street, including obtaining future right-of-way dedications from adjacent unincorporated properties and frontage improvements to current City standards, and achieving contiguity of the subject property with the City's incorporated boundary. The proposed OAS Agreement

condition for deferral of annexation would allow the City to abate the documented threat to the public health and safety of the subject unincorporated residents.

After receiving LAFCO's *Certificate of Approval for an Out of Agency Service Agreement*, the emergency 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 OAS Agreement. A copy of the recorded OAS Agreement would then be forwarded to the LAFCO office.

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,



Sean McGlynn
City Manager

Enclosures

Cc: Kevin Snyder, Director of Development Services
Veronica Morones, Assistant Director of Development Services



DEPARTMENT OF ENVIRONMENTAL HEALTH AND QUALITY

AMY HARBERT
DIRECTOR

P.O. Box 129261, San Diego, CA 92112-9261
(858) 505-6700 or (800) 253-9933
www.sdcdehq.org

HEATHER BUONOMO
DIRECTOR OF ENVIRONMENTAL HEALTH

November 12, 2025

Robert Barry
Planning Division
201 N. Broadway
Escondido, CA 92025-2798

RE: Public Sewer Connection Urgency; 2417 Haas Street; APN 239-330-66

Dear Mr. Barry,

The Department of Environmental Health & Quality (DEHQ) has received notification from Tunnell Plumbing and Drains (Lic. #1102033) that the onsite wastewater treatment system (OWTS) serving the existing residence at the address referenced above has failed and is in urgent need of replacement. The leach field is partially encumbered by intrusive roots which do not allow for proper draining of the system. However, there is limited usable area available for a compliant replacement system on the lot, and public sewer exists within 100' of the home. DEHQ requests the City of Escondido to allow this property to be annexed into to the city's sewer district in order to connect as soon as possible.

If there are any questions, I can be reached at (619) 613-1397 and Cara.Schiksnis@sdcounty.ca.gov.

Thank you,

Cara Schiksnis

Cara Schiksnis
Environmental Health Specialist
Department of Environmental Health & Quality

C: Tunnell Plumbing and Drains, (760) 300-5327

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; Property co, 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, as defined by California Government Code section 56074, by contract or agreement 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, as defined by California Government Code section 56021.
- D. Pursuant to California Government Code section 56133(c), LAFCO may authorize the City to provide new or extended services outside its jurisdictional boundary and outside its sphere of influence to respond to an existing or impending threat to the health or safety of the public or the residents of the affected territory, if both of the following requirements are met: (1) The entity applying for approval has provided LAFCO with documentation of a threat to the health and safety of the public or the affected residents; and, (2) LAFCO has notified any alternate service provider, including any water corporation as defined in Section 241 of the Public Utilities Code, that has filed a map and a statement of its service capabilities with LAFCO.

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E. In accordance with California Government Code section 56133(b) and San Diego LAFCO's local policies, LAFCO provided a conditional approval for the City to establish contract wastewater service to respond to an existing or impending threat to the health or safety of the public or the residents of the affected territory for one existing dwelling unit on the Property, which is within the City's sphere of influence, and in anticipation of annexation at a later date as determined to be appropriate by the City, and subject to the LAFCO conditions stated therein and in a letter dated [REDACTED], which is attached hereto as Exhibit B and incorporated herein by this reference ("**Conditional Approval Letter**"),

F. The City and the Owner desire to enter into this Agreement so the City may provide wastewater service to one (1) existing 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.
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. Owner agrees to meet all conditions, including each of the following:
 - a. At a future date, at the City's sole discretion and upon the City's request, Owner shall provide LAFCO a landowner-petition application to annex the Property to the City ("**Annexation Petition**"), along with the required filing fee.
 - b. Owner shall provide LAFCO a signed and recorded copy of this Agreement.
 - c. Any other conditions required by LAFCO.

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d. Within 10 days after execution of this Agreement by all Parties, Owner shall record this Agreement which shall run with the land and inure to and bind all successors in interest to the Property, with the Office of the County Recorder for San Diego County.

e. 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.

f. 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.

g. 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 in advance of annexation.

6. No Pre-Commitment

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.

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

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City as described in this Paragraph 8 shall apply regardless of whether any Claims are groundless, fraudulent, or false. All obligations under this Paragraph 8 shall survive the termination of this Agreement.

9. Miscellaneous.

9.1 *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.

9.2 *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.

9.3 *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.

9.4 *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.

9.5 *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.

9.6 *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.

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

9.8 *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.

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

9.10 *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.

9.11 *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.

9.12 *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.

9.13 *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.

CAO: 2/26/2026

(SIGNATURE PAGE FOLLOWS)

Template

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

Template

Exhibit B

Conditional Approval Letter

Template