



Wednesday, September 22, 2021, 6:00 p.m.

Teleconference - Broadcast via Webinar

Due to the increasing number of COVID-19 cases in San Luis Obispo County, City Administration has made the difficult decision to return to a virtual meeting format. There will be no physical location for the Public to view the meeting. Below are instructions on how to view the meeting remotely and how to leave public comment. Additionally, members of the Planning Commission are allowed to attend the meeting via teleconference and to participate in the meeting to the same extent as if they were present.

Using the most rapid means of communication available at this time, members of the public are encouraged to participate in Planning Commission meetings in the following ways:

Remote Viewing - Members of the public who wish to watch the meeting can view:

View the Webinar (recommended for the best viewing quality):

URL: https://slocity-

org.zoom.us/j/86245863092?pwd=UVU3Um5hVzdGSklva3ZDakV0Y3Rtdz09

Telephone Attendee: +1 (669) 900-6833

Webinar ID: 862 4586 3092; Passcode: 986422

Note: The City utilizes Zoom Webinar for City Council Meetings. All attendees will enter the meeting muted. An <u>Attendee tutorial</u> is available on YouTube; test your audio settings.

Televised live on Charter Cable Channel 20

View a livestream of the meeting on the City's YouTube channel: http://youtube.slo.city
Public Comment - The Planning Commission will still be accepting public comment. Public comment can be submitted in the following ways:

Mail or Email Public Comment

Received by 3:00 PM on the day of meeting - Can be submitted via email to advisorybodies@slocity.org or U.S. Mail to City Clerk at 990 Palm St. San Luis Obispo, CA 93401. All emails will be archived/distributed to Commissioners, however, submissions after 3:00 p.m. on the day of the meeting may not be archived/distributed until the following day. Emails will not be read aloud during the meeting.

Verbal Public Comment

In Advance of the Meeting – Call (805) 781-7164; state and spell your name, the agenda item number you are calling about and leave your comment. The verbal comments must be limited to 3 minutes. All voicemails will be forwarded to the Commissioners and saved as Agenda Correspondence. Voicemails *will not* be played during the meeting.

During the meeting – Join the webinar (instructions above). Once public comment for the item you would like to speak on is called, please raise your virtual hand, your name will be called, and your microphone will be unmuted. If you have questions, contact the office of the City Clerk at cityclerk@slocity.org or (805) 781-7100.

Pages

1. CALL TO ORDER

Chair Jorgensen will call the Regular Meeting of the Planning Commission to order with Commissioners present via teleconference.

2. PUBLIC COMMENT

At this time, people may address the Commission about items not on the agenda. Comments are limited to three minutes per person. Items raised at this time are generally referred to staff and, if action by the Commission is necessary, may be scheduled for a future meeting.

3. CONSENT

Matters appearing on the Consent Calendar are expected to be noncontroversial and will be acted upon at one time. A member of the public may request the Planning Commission to pull an item for discussion. The public may comment on any and all items on the Consent Agenda within the three-minute time limit.

3.a. CONSIDERATION OF MINUTES - SEPTEMBER 8, 2021 PLANNING COMMISSION MINUTES

Consideration of the Planning Commission Minutes of September 8, 2021.

5

4. PUBLIC HEARINGS

Note: Any court challenge to the action taken on public hearing items on this agenda may be limited to considering only those issues raised at the public hearing or in written correspondence delivered to the City of San Luis Obispo at, or prior to, the public hearing. If you wish to speak, please give your name and address for the record. Please limit your comments to three minutes; consultant and project presentations limited to six minutes.

4.a. 175 VENTURE DR. (ARCH-0624-2020) REVIEW OF THE PROPOSED DESIGN AND LAYOUT FOR THE PHASED MEDIUM DENSITY RESIDENTIAL (R-2) COMPONENT OF THE AVILA RANCH DEVELOPMENT PROJECT

Recommendation:

Adopt a Resolution entitled, "A Resolution of the Planning Commission of the City of San Luis Obispo approving site design and layout for 297 residential units within the R-2 Component of the Avila Ranch Project to be developed within Phases 1-3 of the Development Plan, including a fence height exception adjacent to an industrial area and finding the project is exempt from further environmental review under the California Environmental Quality Act (CEQA); as represented in the staff report and attachments dated March 11, 2020, for the project located at 175 Venture Drive (ARCH-0624-2020)."

4.b. REVIEW OF A DRAFT ORDINANCE AMENDING TITLE 17 (ZONING REGULATIONS) OF THE MUNICIPAL CODE WITH OBJECTIVE DESIGN STANDARDS FOR QUALIFYING RESIDENTIAL PROJECTS

Recommendation:

Adopt a Resolution entitled, "A Resolution of the Planning Commission of the City of San Luis Obispo recommending the City Council introduce and adopt an Ordinance amending Title 17 (Zoning Regulations) of the Municipal Code adding Objective Design Standards Chapter 17.69 for qualifying residential projects with an exemption from Environmental Review (CEQA) as represented in the Planning Commission Agenda Report and attachments dated September 22, 2021 (Citywide; CODE-0523-2021)."

9

331

5. COMMENT AND DISCUSSION

5.a. STAFF UPDATES AND AGENDA FORECAST

Receive a brief update from Deputy Community Development Director Tyler Corey.

6. ADJOURNMENT

The next Regular Meeting of the Planning Commission meeting is scheduled for October 13, 2021 at 6:00 p.m. via teleconference.

LISTENING ASSISTIVE DEVICES for the hearing impaired--see the Clerk

The City of San Luis Obispo wishes to make all of its public meetings accessible to the public. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office at (805) 781-7100 at least 48 hours before the meeting, if possible. Telecommunications Device for the Deaf (805) 781-7410.

Planning Commission regular meetings are televised live on Charter Channel 20. Agenda related writings or documents provided to the Planning Commission are available for public inspection on the City's website:

http://www.slocity.org/government/advisory-bodies. Meeting video recordings can be found on the City's website:

http://www.slocity.org/government/department-directory/city-clerk/on-demand-meeting-videos



Planning Commission Minutes

September 8, 2021, 6:00 p.m. Teleconference - Broadcast via Webinar

Planning

Commissioners
Present:

Commissioner Hemalata Dandekar, Commissioner Michael Hopkins, Commissioner Steve Kahn, Commissioner Michelle Shoresman, Commissioner Mike Wulkan, Chair Bob Jorgensen

Planning

Commissioners

Absent:

Vice Chair Nick Quincey

City Staff Present: Senior Planner Brian Leveille, Assistant City Attorney Markie

Jorgensen, and Deputy City Clerk Kevin Christian

1. CALL TO ORDER

A Regular Meeting of the San Luis Obispo Planning Commission was called to order on September 8, 2021, at 6:07 p.m.

2. PUBLIC COMMENT

Chair Jorgensen opened the public hearing.

Public Comments:

None

--End of Public Comment--

Chair Jorgensen closed the public hearing.

3. CONSENT

3.a CONSIDERATION OF MINUTES - AUGUST 25, 2021, PLANNING COMMISSION MINUTES

Approve the Planning Commission Minutes of August 25, 2021.

Motion By Commissioner Wulkan **Second By** Commissioner Shoresman

Ayes (6): Commissioner Dandekar, Commissioner Hopkins, Commissioner Kahn, Commissioner Shoresman, Commissioner Wulkan, and Chair Jorgensen

Absent (1): Vice Chair Quincey

CARRIED (6 to 0)

4. PUBLIC HEARINGS

4.a 1953 CHORRO (APPL-0512-2021) AN APPEAL OF THE COMMUNITY DEVELOPMENT DIRECTOR'S DECISION TO DENY A DIRECTOR'S ACTION APPLICATION (DIR-0599-2019) REGARDING A REQUEST FOR SETBACK EXCEPTIONS TO ACCOMMODATE AN 800 SQUARE-FOOT ACCESSORY STRUCTURE

Assistant Planner Walter Oetzell presented the staff report and responded to Commission inquiries. Additional input was supplied by Steve Sheats, Code Enforcement Officer, and Senior Planner Brian Leveille.

Appellant Todd Miller provided rebuttal comments to items presented in the staff report.

Chair Jorgensen opened the public hearing.

Public Comments:

None

-- End of Public Comment--

Chair Jorgensen closed the public hearing.

Motion By Commissioner Hopkins **Second By** Commissioner Dandekar

Adopt a Resolution entitled, "A Resolution of the Planning Commission of the City of San Luis Obispo, California, denying an Appeal and upholding the Community Development Director's decision denying a request for a discretionary exception from Side and Rear Setback Standards for an Accessory Structure at 1953 Chorro Street (APPL 0512 2021)."

Ayes (5): Commissioner Dandekar, Commissioner Hopkins, Commissioner Kahn, Commissioner Shoresman, and Commissioner Wulkan

Noes (1): Chair Jorgensen

Absent (1): Vice Chair Quincey

CARRIED (5 to 1)

5. COMMENT AND DISCUSSION

5.a STAFF UPDATES AND AGENDA FORECAST

Senior Planner Brian Leveille provided an update of upcoming projects.

6. ADJOURNMENT

The meeting was adjourned at 7:38 p.m. The next Regular Meeting of the Planning Commission meeting is scheduled for September 22, 2021, at 6:00 p.m. via teleconference.

APPROVED BY PLANNING COMMISSION: XX/XX/2021



Planning Commission Agenda Correspondence

DATE: September 22, 2021

TO: Chair and Commissioners

FROM: John Rickenbach, Contract Planner

Tyler Corey, Deputy Community Development Director

SUBJECT: ITEM #4a - ARCH-0624-2020 (175 VENTURE DRIVE)

Staff has provided agenda correspondence to respond to questions from a Commissioner that relate to conditions associated with the original project approval as well as information related to project design and implementation.

1. I request that you send to Commissioners Vesting Tentative Tract Map 3089 and the accompanying Conditions of Approval (or a link to those items) in order for us to make an informed decision on the finding of project consistency with the Tentative Map.

Staff Response: Condition 2 of the current resolution refers to the project's need to comply with previous conditions, including those related to the approval of VTTM 3089. A link to VTTM 3089 and these conditions is provided here to facilitate your review:

VTTM3089:

https://www.slocity.org/home/showpublisheddocument/15847/636323520459170000

Tract Conditions (Resolution No. 10832 (2017 Series): https://opengov.slocity.org/WebLink/DocView.aspx?id=68424&dbid=0&repo=CityClerk

2. What is the average size of all the Pocket Cottages within Phases 1-3? The size information provided in the staff report and attachments appears to pertain only to Phase 1, where the average size looks to be about 1,420 square feet, which is larger than the 1,200 square feet specified in the Development Agreement.

Staff Response: Although the agenda report called out the average size for the 131 Cluster Units in Phase 1 (1,990 SF), it did not specify the average size of the 48 proposed Pocket Cottage Units in Phase 1, which is 1,346 SF. The applicant has not indicated the average size of units for Phase 2 or 3, which would include up to 118 additional units (29 Pocket Cottage units in Phase 2; and 61 Cluster and 28 Pocket Cottage units in Phase 3). Although the floor plans in Phases 2 and 3 would be the same as those in Phase 1, the number and distribution of each within those phases has not been established. Please see PC Agenda Packet Pages 19 & 20 for average unit size analysis.

- 3. Regarding energy use as specified in the Development Agreement:
 - a. There is a provision in the Development Agreement to provide solar energy for 100% of onsite electrical demand. Is this considered part of the "net zero" energy requirement that is proposed to be met in an alternative way as discussed in the staff report?
 - b. There is a provision in the Development Agreement to provide integrated power outlets for electric vehicles and bicycles. The project proposes "dedicated circuit for EV charger prewire." Can you explain if the intent of this Development Agreement provision is being satisfied?

<u>Staff Response to 3.a</u>: The applicant's approach to energy provisions is considered consistent with the intent of Development Agreement Section 7.07. The energy discussion and analysis is included on Page 18 & 19 of the PC Agenda Package.

It is important to note that at the time the Development Agreement and Development Plan were approved, the City expected the 2019 energy code to provide "net zero energy" requirements. However, the California Energy Commission did not provide net zero energy requirements in the 2019 code, and instead made a pivot to value greenhouse gas emissions as a top priority and made changes to the energy code that allowed for all-electric new development. This pivot occurred in parallel with the City's commitments to deep reductions in greenhouse gas emissions, prioritizing the reduction in fossil fuels (including natural gas), and supporting the transition to all-electric buildings.

Given the shift in state code and City policy towards operational greenhouse gas emissions instead of net zero energy, the Community Development Director determined that the proposed project complies with section 7.07(ii-vi) and achieves the City's policy objectives in alignment with the intent of the Development Agreement and Development Plan, therefore satisfying section 7.07(i). First, the project is committed to all-electric units. This is a key commitment that ensures that as the electricity grid continues to be rapidly decarbonized, buildings in the project will achieve operational carbon neutrality.

Additionally, the project proposes rooftop solar system sizes beyond what would be minimally required by the California Energy Code. This is important because the additional solar will help offset energy costs associated with increased electricity use. In the cost effectiveness report presented to Council on September 3, 2019, staff provided evidence that increases in rooftop solar above the amount required by the 2019 Energy Code ensure that the building occupants pay roughly the same or lower energy costs than if they occupied a mixed fuel building of the same design.

One additional relevant note that is not included in the staff report is that the switch from mixed-fuel to all-electric will increase the onsite electricity load and therefore would have required solar installations beyond what was contemplated in the DA and DP and would likely not be feasible given site constraints. The proposed approach acknowledges this reality and provides a solution aligned with Council's sustainability policy.

<u>Staff Response to 3.b:</u> Section 7.07(b) of the DA notes that the project will provide sustainability features as described in the Development Plan, one of which is integrated power outlets for EVs and electric bicycles. At the same time, there is flexibility built into Section 8.06 of the DA that allows for approaches that meet the overall intent of the DA and Development Plan. As noted in the previous response, certain provisions related to energy in the Development Plan are now outdated because of the direction provide by the 2019 energy code. That said, the Planning Commission can consider requiring integrated power outlets as an additional condition to meet the intent of the DA.

4. Will development of Phases 1-3 include the specified number of affordable and workforce housing units on the lots that are specified in the Development Agreement?

Staff Response: Yes, affordable housing will be required in Phases 1-3 as specified in the DA. Prior to final map recordation, the applicant shall enter into an affordable housing agreement consistent with requirements of the DA. Ongoing compliance with this agreement will be verified by staff.

5. The proposed site plan does not appear to include any parks within Phases 1-3, but the Development Plan Phasing Plan (Fig. 9) includes 5 parks within Phases 1-3, and the Development Plan text states that 5 acres of parkland are to be developed with Phases 1-3. Please explain this apparent inconsistency.

Staff Response: The PC is being asked to review the site design associated with the R-2 product of the Development Plan. The Development Plan Phases 1-3 requires five parks with a total of 5 acres. The housing layout has been designed to provide for these required parks, which were reviewed by the PRC and included as part of the project approval by City Council. Please see sheet SP1.0 for the footprint locations of the parks. See Appendix B of the Development Plan linked below for specific park details.

https://www.slocity.org/home/showpublisheddocument/15853/636323578265600000



Meeting Date: 9/22/2021

Item Number: 4a

Time Estimate: 60 minutes

PLANNING COMMISSION AGENDA REPORT

SUBJECT: REVIEW OF THE PROPOSED DESIGN AND LAYOUT FOR THE PHASED MEDIUM DENSITY RESIDENTIAL (R-2) COMPONENT OF THE AVILA RANCH DEVELOPMENT PROJECT, CONSISTING OF 297 RESIDENTIAL UNITS; THE PROJECT APPLICATION INCLUDES A FENCE HEIGHT EXCEPTION TO ALLOW A MAXIMUM 13

PROJECT ADDRESS: 175 Venture Drive **BY:** John Rickenbach, Contract Planner

Phone Number: 805-610-1109 Email: <u>ifrickenbach@aol.com</u>

FILE NUMBER: ARCH-0624-2020 FROM: Tyler Corey, Deputy Director

RECOMMENDATION

Adopt the Draft Resolution approving the proposed site design and layout for the R-2 component of the Avila Ranch Project to be developed within Phases 1-3 of the Development Plan, including a fence height exception adjacent to an industrial area, based on findings and subject to the Conditions of Approval.

SITE DATA

Applicant	Wathen Castanos Homes
Representative	Carol Florence; Reed Onate
General Plan and Zoning	Medium Density Residential; R-2-SP within the Airport Area SP
Site Area	150 acres for the entire Avila Ranch area (27.3 acres within the R-2-SP zone)
Environmental Status	Consistent with Avila Ranch certified Final EIR

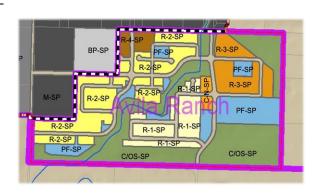


Figure 1. Avila Ranch Area within the Airport Area Specific Plan

1.0 BACKGROUND AND SUMMARY

On September 19, 2017, the City Council approved the Avila Ranch project, which envisioned phased development of up to 720 homes and 15,000 square feet of neighborhood-serving commercial uses on a 150-acre site on three parcels in the southern portion of the City of San Luis Obispo, generally northeast of Buckley Road and Vachell Lane (APNs 053-259-004, -005 and -006).

ARCH-0624-2020 Planning Commission Report – September 22, 2021

The project as approved was determined to be consistent with the City's General Plan, Airport Area Specific Plan (as amended), and the City's Community Design Guidelines. It was also determined to be consistent with the County's Airport Land Use Plan.

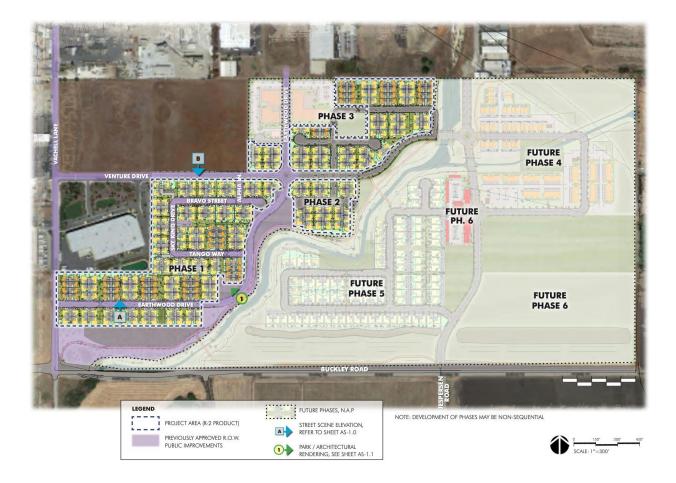
The project site is within a portion of the Airport Area Specific Plan and is designated as Medium Density Residential (R-2). Figure 1 shows the proposed project site and key information about the site. The proposed action is consistent with the certified Final EIR for Avila Ranch project.

The following entitlements were included as part of project approval to facilitate development:

- Resolution 1832 (2017 Series) certifying the Final Environmental Impact Report for the project, amending both the Airport Area Specific Plan and General Plan, and approving Vesting Tentative Tract Map No. 3089.
- Resolution 1638 (2017 Series) rezoning property at 175 Venture Drive (the Project) from Business Park/Specific Plan Area (BP-SP) and Conservation /Open Space/Specific Plan Area (C/OS/SP) to be consistent with the Project's Development Plan and with the General Plan and Airport Area Specific Plan, as amended to enable development of 720 residential units and 15,000 square feet of neighborhood commercial on a 150-acre site. The Project also includes 18 acres of parks and 53 acres of designated open space.
- Ordinance 1639 (2017 Series) approving the Development Agreement (DA) between the City and Avila Ranch LLC. The Project was subsequently sold to Wathen Castanos Homes, and with it, the rights and obligations associated with the DA. The DA ensures phased and orderly development of the Project, and includes provisions for reimbursement for public infrastructure and improvements beyond project requirements.

The applicant now requests that the Planning Commission approve the proposed design and layout for the Medium Residential Density (R-2) component of the project. The majority of the R-2 zoned property is located within Phase 1 of the approved Development Plan, with the remainder of the R-2 zoning in Phases 2 and 3, consistent with what is described in the Development Plan. In all, the project would accommodate 297 R-2 units, which would be constructed in three phases (refer to Figure 2, Avila Ranch Project Phasing and R-2 Locations). Phase 1 would include 179 R-2 units, with 29 R-2 units as part of Phase 2 and 89 R-2 units in Phase 3. The current application also includes a fence height exception request to provide screening between the residential development and the adjacent existing industrial/manufacturing development north and west of portions of Phase 1 development.

2.0 PROJECT DETAILS



The proposed application is for the Planning Commission to consider approval of the design aspects of the R-2 component of the Avila Ranch project, which would be constructed in Phases 1-3 of the project. If approved, the R-2 products as envisioned would be developed in the framework of existing project entitlements, subject to the policies of the General Plan, AASP, and requirements of the Avila Ranch Development Agreement and Development Plan. Figure 2 shows the phasing within Avila Ranch, and the R-2 areas in more detail, which is exclusively in the first 3 phases of the 6-phase project. The layout shown is consistent with the approved Tract Map.

Two types of R-2 products are proposed, and these are described in the Avila Ranch Development Plan. These are called the Cluster and Pocket Cottage units, which differ in their design, size and layout. These are briefly described below but described in detail on Sheets A1.1 through A9.2 of the project plans (Attachment B).

Cluster units would range in size from 1,609 to 2,273 square feet (SF). These are 3-bedroom units, most with 2.5 bathrooms, although some have 3 full bathrooms. Overall, six floor plans are proposed, including two floor plans that are repeated from the pocket cottage product. The Pocket Cottage units are slightly smaller, ranging in size from 819 to 1,708 SF, with five floor plans proposed. The smallest unit has 2 bedrooms and 1 bathroom, while the others have 1.5 to 2.5 bathrooms.

Architectural Design Concept

The overall community has been designed in small motor court clusters, sharing a drive aisle and landscaped paseo on either side of the homes. This design approach is intended to present a pedestrian friendly street façade and scale along the main circulation streets by eliminating the street facing garage door and driveways. Consistent with the Development Plan, five architectural styles are proposed. These include Spanish (Mission), Bungalow, Craftsman, Farmhouse and Contemporary. In the case of the cluster units, any of the five styles could be applied to any of the six proposed floor plans. For the cottage units, there is a greater emphasis on the Spanish style, especially for the smallest units, which would be exclusively in this style. Please refer to the Agenda Report for the Architectural Review Commission meeting of August 16, 2021.

Table 1 summarizes the proposed floor plans within the R-2 zone, including key features and the applicability of the various architectural styles.

Cluster Units						
Plan #	Size	Stories	Bedroom/ Baths	Garage	Architectural Styles	# of Units in Phase 1
Same as Cottage plan 2	1,609 SF	2	3BR / 1.5BA	1 car	A, B, C, D, E	15
Same as Cottage plan 3	1,708 SF	2	3BR / 2.5BA	1 car	A, B, C, D, E	5
1	1,805 SF	2	3BR / 2.5BA	2 car	A, B, C, D, E	17
2	1,900 SF	2	3BR / 2.5BA	2 car	A, B, C, D, E	20
3	2,066 SF	2	3BR / 2.5BA	2 car + bonus room	A, B, C, D, E	43
4	2,273 SF	2	3BR / 3BA	2 car + bonus room	A, B, C, D, E	31
TOTAL						131
Pocket Cottage	Units					
1	1,169 SF	2	3BR / 1.5BA	1 car	A, B, D	8
2	1,609 SF	2	3BR / 2.5BA	1 car	A, B, C, D, E	12
3	1,708 SF	2	3BR / 2.5BA	1 car	A, B, C, D, E	13
4	1,551 SF	2	3BR / 2.5BA	1 car	Α	2
5	819 SF	1	2BR / 1BA	1 car	Α	13
TOTAL	_					48
All Phase 1						179

Page 16 of 355

Planning Commission Report - September 22, 2021

Figures 3 and 4 show renderings of the development concept, and how the various architectural and design elements would interact with parks and pedestrian paseos. The intent of the overall design is to mix architectural styles and floor plans throughout the development consistent with the intent of the Development Plan. Additional renderings and design details are included in the application package (Attachment B, Sheets AS1.0 through AS1.4).



Figure 3. Rendering of Development Concept



Figure 4. Rendering of Development Concept

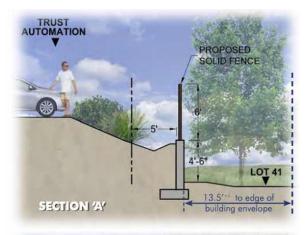
Details related to the treatment of pedestrian paseos, particularly how they would interact with neighboring development and landscaping, are included on Sheets L1.0 to L1.8. Additional details related to lighting, colors and materials are included on Sheets A10.0 to A10.5 (Attachment B, Project Plans).

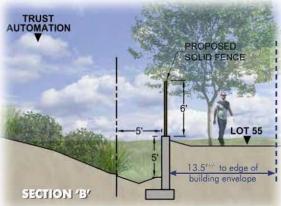
3.0 PROPOSED FENCE HEIGHT EXCEPTION

Municipal Code section 17.70.070 allows a maximum wall/fence height of 6 feet along rear and side setbacks or up to 9 feet when combined with a retaining wall. Exceptions to these requirements can be granted for circumstances relating to topography and privacy. (SLMC § 17.70.070(H).) A fence height exception is requested along the north and west tract boundaries adjacent to an industrial property (APN 053-259-003) to allow for a 6-foot high solid fence atop a previously approved retaining wall. The requested maximum total combined wall/fence height is proposed at 13 feet.

This exception is requested in response to the site topography and to provide privacy for proposed residential uses from the adjacent active industrial development, notably the parking areas near the property line. The majority of the retaining wall would face the residential development. The proposed fences would be located in the rear and side yards of the residential development and would not be visible along public roads.

See Figure 5 for the proposed fencing concept, which shows some of the detail from Sheet E1.0, included as Attachment B. The site retaining walls were approved and permitted as part of Tract 3089 Phase (FMAP-1563-2018) **Improvements** included for graphic reference only to depict the total wall/fence height. The retaining wall varies in height from 2 to 7 feet. Although the combined height of the retaining wall and fence could be as high as 13 feet, because of topographic variation, in other areas it would be under 9 feet. Due to the tract drainage improvements, topography, and location of the approved walls, it is infeasible to offset the fence from the retaining wall.





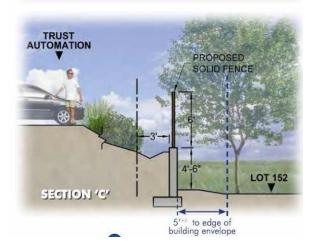


Figure 5. Proposed Fence Height Exception

4.0 PLANNING COMMISSION PURVIEW

The Planning Commission's role is to consider approval of the proposed design of the R-2 product and fence height exception request, informed by the recommendations of the Architectural Review Commission. In arriving at a decision, the Planning Commission should consider the proposal's consistency with the General Plan¹, Airport Area Specific Plan (AASP), Zoning Regulations², Community Design Guidelines, and other applicable City development standards. The Planning Commission should determine if the proposal is consistent with the intent of the Avila Ranch Development Plan.

If approved by the Planning Commission, any future development of the 297 allowed housing units within the R-2 zone may be processed ministerially, provided it complies with the Mitigation Measures in the certified Final EIR, the Conditions of Approval set forth at the time the Avila Ranch project was originally approved, and is in conformance with approved Venting Tentative Tract Map 3089 and Development Agreement.

5.0 PREVIOUS REVIEW

The Avila Ranch project was originally approved by the City Council in September 2017. This included a Development Agreement, Development Plan, VTTM 3089, and a certified Final EIR that addressed the entire development, including the R-2 portion of the project. The approved project had been previously reviewed by the Planning Commission, Architectural Review Commission, Parks and Recreation Commission, Bicycle Advisory Committee, and Airport Land Use Commission, all of which informed the City Council's decision. The current application that is focused on the R-2 product design and fence height exception was reviewed by the Architectural Review Commission on August 16, 2021, which unanimously recommended approval to the Planning Commission, with the following direction:

- 1. The Contemporary architectural scheme should be revisited to bring more "grace," and have the massing match other styles more effectively;
- Recommended flexibility in implementing Development Plan Standard 7.1.3, such that the predominant architectural style within an identified neighborhood could be 40-60% of the units in that neighborhood, rather than the 60% prescribed by the standard;
- 3. Confirm compliance with sustainability requirements of the Development Agreement and Development Plan as appropriate; and
- 4. Supported the proposed fence height exception.

¹ General Plan: <u>Land Use Element</u> Chapter 2 (Conservation and Development of Residential Neighborhoods), Chapter 3 (Commercial and Industrial Development), Chapter 8 (Special Focus Areas) and Chapter 9 (Sustainability); <u>Housing Element</u> Chapter 3 (Goals, Policies and Programs)

² Zoning Regulations Article 3 (Regulations and Standards Applicable to All Zones)

6.0 PROJECT ANALYSIS

The proposed development must be consistent with the requirements of the General Plan, Zoning Regulations, AASP, Development Agreement, and Avila Ranch Development Plan (ARDP). Notably, upon its approval, the project (including the Development Agreement and ARDP) was found to be consistent with the General Plan and AASP, and is directly referenced in the AASP. Therefore, consistency with the Development Agreement and ARDP are the key considerations with respect to this project, and these are the focus of the analysis that follows.

The Development Agreement (DA) and ARDP were intended to work together to provide direction for the project, with the City's Zoning Regulations used to determine development parameters where the ARDP is either silent or open to interpretation. The DA, in particular, is the overarching guidance document, which specifies the required approach to a number of topics, including infrastructure, affordable housing, energy use and others. As such, it is useful for determining the intent of the DA and ARDP when provisions of those documents require interpretation, especially as the ARDP was put together without the benefit of a detailed project design, and did not anticipate all situations that arise through the design review process. For this reason, the analysis that follows is often framed in terms of whether the project application meets the intent of the ARDP, rather than necessarily follows all of the specific provisions described in that document, some of which may no longer be applicable or appropriate based on updated citywide regulations (notably some of the provisions related to energy use). Other aspects of the ARDP may be more practically achieved through the applicant's proposal, notably with regard to certain site design considerations. This is especially the case with regard to how setbacks and building heights are determined when considered in the context of the City's zoning requirements for R-2 development.

6.1 Development Agreement

Flexibility

With respect to project design within the R-2 Zone, the Development Agreement includes several relevant provisions, the most important of which is Section 8.06, which recognizes a need for flexibility during project implementation, and the need to potentially allow for minor deviations from the Development Plan, if the project is consistent with the intent of the Development Plan. Specifically, it states:

"...Implementation of the project may require minor modifications of the details of the Development Plan and affect the performance of the Parties to this Development Agreement. The anticipated refinements of the Project and the development of the Property may require that appropriate clarifications and refinements are made to this Development Agreement and Entitlements with respect to the details of the performance of the City and the Developer. The Parties desire a certain degree of flexibility with respect to those items covered in general terms under this Development Agreement."

ARCH-0624-2020 Planning Commission Report – September 22, 2021

In short, the Development Agreement recognized that in order to make a project implementable, some flexibility in project design might be necessary so long as such deviations from the Development Plan comport with the intent of the Development Agreement and Development Plan.

Energy Use

Another key section of the DA concerns energy use, which could potentially affect the Section 7.07 of the Development Agreement addresses energy project design. requirements for the project. Specifically, Section 7.07 requires that the project "shall provide for accelerated compliance with the City's Energy Conservation Goals and its Climate Action Plan by implementing energy conservation measures significantly above City standards and norms." At the time the DA was adopted in 2017, the project was evaluated and approved in the context of the 2016 building codes, which provided for energy conservation measures that were significantly greater than what was in place before that time. The intent of the DA standards and guidelines as written below was to go beyond that required by the 2016 building codes, and anticipate what was to be required in the 2019 Building Energy Efficiency Standards and the City's Clean Energy Choice Program, which were not yet adopted at that time. The overall intent of the Development Plan was to improve energy conservation measures in R-1 and R-2 buildings by at least 15% over the 2016 Title 24 standards, and at least 10% for the R-3, R-4, NC and other uses. That was also the performance standard set forth in Section 7.07 of the DA.

Section 7.07 of the DA also requires that the project shall provide sustainability features including:

- (i) housing that meets the 2019 net zero building and energy codes, or if the 2019 building and energy codes are not yet adopted upon building permit application, the equivalent to the satisfaction of the Community Development Director,
- (ii) implementing any future city-wide policy regarding carbon emissions reduction,
- (iii) solar electric panels.
- (iv) integrated power outlets for electric vehicles and electric bicycles,
- (v) building design that maximizes grey water usage, and
- (vi) work-at-home options with high-speed internet connectivity.

Thus, in order to comply with the DA, and meet the intent of the Development Plan, the R-2 project must demonstrate energy conservation in excess of 15% over the 2016 Title 24 standards, and because the 2019 net zero building and energy codes were not adopted, to satisfy section 7.07(i) the project must include sustainability features consistent with 2019 energy codes to the satisfaction of the Community Development Director. The Development Agreement provides the list shown above, but ultimately leaves it to the Community Development Director to determine whether the proposed energy design is sufficient to meet requirements.

ARCH-0624-2020 Planning Commission Report – September 22, 2021

It is important to note that at the time the Development Agreement and Development Plan were approved, the City expected the 2019 energy code to provide "net zero energy" requirements. However, the California Energy Commission did not provide net zero energy requirements in the 2019 code, and instead made a pivot to value greenhouse gas emissions as a top priority and made changes to the energy code that allowed for all-electric new development. This pivot occurred in parallel with the City's commitments to deep reductions in greenhouse gas emissions, prioritizing the reduction in fossil fuels (including natural gas), and supporting the transition to all-electric buildings.³

Given the shift in state code and City policy towards operational greenhouse gas emissions instead of net zero energy, the Community Development Director determined that the proposed project complies with section 7.07(ii-vi) and achieves the City's policy objectives in alignment with the intent of the Development Agreement and Development Plan, therefore satisfying section 7.07(i). First, the project is committed to all-electric units. This is a key commitment that ensures that as the electricity grid continues to be rapidly decarbonized, buildings in the project will achieve operational carbon neutrality.

Additionally, the project proposes rooftop solar system sizes beyond what would be minimally required by the California Energy Code. This is important because the additional solar will help offset energy costs associated with increased electricity use. In the cost effectiveness report presented to Council on September 3, 2019, staff provided evidence that increases in rooftop solar above the amount required by the 2019 Energy Code ensure that the building occupants pay roughly the same or lower energy costs than if they occupied a mixed fuel building of the same design.

Table 2 provides a summary of the proposed solar size by plan type as submitted by the applicant. The applicant proposes increasing the size of the solar system by between 19 and 30 percent over 2019 California Energy Code requirements. Staff met with the applicant's solar consultant to review the proposal and concurs that the assessment provided is accurate and reflects the maximum additional solar available given roof and site conditions.

⁻

³ For example, in 2020 Council 1) joined Central Coast Community Energy (formerly Monterey Bay Community Energy) to access clean electricity; 2) approved Resolution 11159 (2020 Series) committing to a carbon neutral community by 2035 and a goal of no new operational emissions from onsite energy consumption by 2020; and 3) adopted the Clean Energy Choice Program for New Buildings, which includes Resolution 11133 (2020 Series), that states, "it is the Policy of the City that new building should be all-electric.",

Table 2. Summary of Proposed Solar Installations					
Plan	Stories	Sq. Ft	<i>PROPOSED</i> Solar System Size	2019 Code Title 24 Code Minimum Size	% above code minimum size compliance
Plan 1 - cluster	2	1,848	2.80 kW	2.28	21%
Plan 2 - cluster	2	1,898	2.80 kW	2.28	21%
Plan 3- cluster	2	2,069	3.15 kW	2.61	20%
Plan 4 - cluster	2	2,273	3.15 kW	2.64	19%
Plan 1 - cottage	2	1,167	2.45 kW	1.86	30%
Plan 2 - cottage	2	1,611	2.80 kW	2.23	24%
Plan 3 - cottage	2	1,723	2.80 kW	2.25	24%
Plan 4 - cottage	2	1,554	2.80 kW	2.22	24%

In addition to the all-electric and additional solar commitments, the project also includes the following sustainability commitments summarized here and described more fully in Attachment C:

- LEED ND Compliance with the U.S. Green Building Councils Leadership in Energy and Environmental Design for Neighborhood Development (LEED- ND) focuses on the following areas
- Green Point Rated
- Advanced framing systems
- Quality insulation inspections
- Energy Star rated appliances
- Dual zone high efficiency heat pumps for HVAC systems
- High efficiency tanked heat pumps for hot water heating systems including programmable "smart" systems to match heating with onsite solar production and low cost grid energy
- EPA water-sense fixtures
- Bicycle storage area in garages
- Voucher for \$750 toward an e-bike
- Dedicated circuit for EV charger pre-wire
- Negotiating with ZipCar for rideshare services

Housing Size and Affordability

Section 7.05 of the DA addresses the projects requirements with respect to providing its share of affordable and workforce housing. By reference, it bases its requirements on Appendix G of that document, which describes the intent of development within each zone, both in terms of housing size and affordability. Table 3 shows what the DA and Development Plan specify for the R-2 zone, and compares those to what is currently proposed:

Table 3. Comparison of Housing Requirements in the DA and ARDP to Proposed					
Zoning	Unit Type	Square Footage			
		DA (range)	DA (avg size)	ARDP (range)	Proposed
R-2	Cluster (Standard)	1,050-2,200 SF	1,750 SF	1,000-2,400 SF	1,609-2,273 SF
R-2	Pocket Cottage	1,050-1,300 SF	1,200 SF	1,000-1,250 SF	819-1,708 SF

The comparison of the DA and the Development Plan is important, because while they are similar, they do not completely agree. But while there are minor differences, the intent of each is to provide a range of housing sizes, generally between 1,000 and 2,400 SF for the Cluster units, and a slightly smaller size for the Pocket Cottage units. The housing size is only important to the extent it affects affordability by design, operating under the assumption that smaller housing sizes are typically more affordable.

While the DA expresses ranges for the square footage of various units, y, the proposed mix addresses the intent of the housing size provisions of the DA and ARDP document. Notably, the applicant has worked closely with City staff to develop the housing product sizes that are proposed, balancing housing size with functionality, lot configurations, outdoor open space requirements, and affordability by design. The average size of the 131 Cluster units proposed to be developed in Phase 1 is 1,990 SF, which is somewhat higher than envisioned in either the DA or Development Plan. On the other hand, the Pocket Cottage product includes 13 units at 819 SF in Phase 1, which is substantially below the anticipated range of what either document calls for. Another 8 Pocket Cottage units in Phase 1 would be 1,169 SF, which is also well below the average size envisioned in the DA, suggesting product that would be relatively more affordable by design.

The development of the R-2 housing products would be subject to the affordable housing provisions set forth in the DA, which includes 9 deed restricted units in the Pocket Cottage product in addition to those that are intended to be more affordable by design (based on size).

6.2 Avila Ranch Development Plan

The Avila Ranch Development Plan (ARDP) was approved by the City Council as one of the key project entitlements in 2017. In general, it provides the blueprint for future development in the Avila Ranch planning area, and provides the standards and guidelines for such development pursuant to that portion of the Airport Area Specific Plan, of which Avila Ranch is a part. The ARDP also works in conjunction with the Development Agreement, and in some cases, the City's Zoning Regulations, for some project aspects that are not otherwise addressed in the ARDP.

At the time the ARDP was approved, the City Council provided direction to staff for certain items to "clean up" without changing the fundamental direction of the document itself. Some of these items related to input previously provided by the ARC and Planning Commission prior to its approval and requested clarification with respect to how standards for the smaller Pocket Cottage units might vary from those for Cluster units.

ARCH-0624-2020 Planning Commission Report – September 22, 2021

Since then, staff has prepared a "cleaned up" version of the document that incorporates Council's direction, and also includes clarifying language regarding its application in conjunction with the Development Agreement for the project. The Development Plan is included as Attachment E. The applicant's proposed refinement of R-2 standards included in the ARDP for the Cluster and Pocket Cottage units is included as Attachment F.

Notably, some flexibility was built into the ARDP through the provisions of the Development Agreement, as previously discussed. This is important, because it allows for some deviation from Development Plan standards in project design, if such deviations are determined to be consistent with the intent of both the Development Agreement and ARDP as applicable.

Although the ARDP addresses a wide range of issues, the most important portion of the document that relates to housing and site design is the Design Framework section (Attachment E – Avila Ranch Development Plan, page 36). This section includes numerous standards and guidelines that complement the City's R-2 Zoning requirements, and in some cases provide further direction or refinement as it relates to parameters such as building height, setbacks, and minimum lot sizes. Table 4 summarizes the key proposed project components within the R-2 zoned portion of the Avila Ranch project area, and a comparison to the regulations as set forth in both the Avila Ranch Development Plan and the City's Zoning regulations:

Table 4. Comparison of Approved ARDP, R-2 Zoning Regulations, and Proposed Development

	Approved DP (2017)	Zoning Regs for R-2	Proposed Cluster Units	Proposed Cottage Units
Minimum Front Street setback	15 feet to dwelling; 10 feet to porch	20 feet	Same as Approved DP	Same as Approved DP
Minimum Rear setback	Alley or street access: 20 feet and 13 feet to garage; 3.5 feet for detached units; Cluster units 5 feet	Variable: 5-15 feet, which affects building height	Same as Approved DP	Same as Approved DP
Minimum Side setback	0 feet or as provided in R- 2 zone (attached); 5 feet for detached	10 feet	8-13 feet for dwelling; 5-10 feet for porch	8-13 feet for dwelling; 5-10 feet for porch
Minimum Interior setback	-	Variable: 5-15 feet, which affects building height	4 feet	4 feet
Minimum Side Street setback	-	10 feet	10 feet	10 feet
Maximum Building Height	Variable: no maximum, but 1 foot per 1.5 feet of distance between road centerline and front of building.	Variable: up to 35 feet; based on setback requirements per Table 2-7.	35 feet	35 feet

	Approved DP (2017)	Zoning Regs for R-2	Proposed Cluster Units	Proposed Cottage Units
Minimum Lot Area	3,575 SF	5,000 SF	3,575 SF	2,620 SF
Lot Coverage	60% max	50% max	60% max	60% max

Although proposed development is generally consistent with the ARDP as approved, there are certain areas where the proposed design would diverge slightly. This is particularly true with respect to building heights and some setbacks. Issues related to project architecture design were previously reviewed by the ARC, and found to be consistent with the intent of the ARDP, with the following recommendations to Planning Commission:

- 1. The Contemporary architectural scheme should be revisited to bring more "grace", and have the massing match other styles more effectively
- 2. Recommended flexibility in implementing Development Plan Standard 7.1.3, such that the predominant architectural style within an identified neighborhood could be 40-60% of the units in that neighborhood, rather than the 60% prescribed by the standard
- 3. Confirm compliance with sustainability requirements of the Development Agreement and Development Plan as appropriate

For further discussion on how the modifications outlined above in Table 4 are consistent with the intent of the ARDP, Community Design Guidelines (CDG) and Zoning Regulations, see table Table 5 below.

Table 5. Consistency with Intent of the Development Plan and Community Design Guidelines

Highlighted Sections	Discussion Items	
Avila Ranch Development Plan – Design Framework		
ARDP Standard 1.1: Adherence to AASP Building Orientation and Setback Standards	The ARDP builds on the streetscape and pedestrian orientation standards included in the AASP, and follows the intent of setback requirements included in the Municipal Code related to the R-2 zone. The proposed design adheres to these standards and meets the intent of ARDP standards that relate to these issues. Figure 6 above shows the relevant proposed standards for the R-2 zone within the ARDP, which is consistent with the intent of the ARDP and zoning requirements.	
ARDP Standards 1.2, 1.6 and 1.7 and related guidelines: Building Height and Setback relationship; driveway orientation; open space orientation	The intent of this standard is to avoid blocking distant views of the background topography through the relationship of setbacks to building height. As designed, the project would adhere to setback and building height restrictions of the R-2 zone as applied elsewhere in the City. The project meets the	

	intent of City requirements, including the municipal code and applicable ARDP standards.
	The project as designed meets the intent of standards related to driveway and garage orientation away from major street, and with its paseos and parks, meet the intent of open space orientation standards. These are also consistent with direction in the AASP and CDG.
ARDP Standard 2.3: Pedestrian Activity Areas	This standard calls for all mini parks and pocket park programmed as part of Avila Ranch to be included in project design. As indicated on project plans, the R-2 design within phases 1-3 would allow for the parks shown within these phases on the approved Tract Map and Development Plan, including Parks A-E and Stevenson Park, and with appropriate pedestrian connections as shown in Figures 3 and 4.
ARDP Standard 7.1.2: Required Architectural Styles	This standard requires that development use one or more of these architectural styles: Farmhouse, California Bungalow, Contemporary, Craftsman, or Mission (Spanish). The project design uses all five styles, distributed throughout the project.
ARDP Standard 7.1.3 and related guidelines: Distribution of Architectural Styles	This standard includes a detailed approach to ensure that architectural styles are distributed throughout the planning area. The intent is to ensure visual variety and interest throughout, and large enclaves of overly uniform style and architecture. The design as envisioned includes 6 different floor plans for the cluster units, and 5 floor plans for cottage units, with architectural styles that could apply to those floor plans. The ARC recommended some flexibility in this ARDP standard, to allow for the predominant style within an identified neighborhood to be 40-60% of the housing in that neighborhood (rather than a strict 60% minimum). The applicant has indicated the intent to comply with this recommendation. Sheets AS1.0-AS1.4 demonstrate the intent of the applicant, and show a variety of styles, colors and floor plans within a given street scene. In addition, porches are included in the project consistent with Guideline 7.1.3.E.
ARDP Standards 7.2.3, 7.3.2, 7.3.5 and related guidelines: Scale and massing, including the relationship between building height and setbacks	The ARDP builds on the streetscape and pedestrian orientation standards included in the AASP, and follows the intent of setback requirements included in the Municipal Code related to the R-2 zone. A strict adherence to the ARDP standards for calculating building heights in the ARDP would result in variable building heights that are keyed to street width and setbacks, and would generally be much less than 35 feet, or in cases even less than 30 feet. This would preclude 2-story designs for much of the development, and make it difficult to achieve the amount of housing in the context of expected densities approved with the project in 2017. Instead, the applicant proposes adherence

	to the 35-foot maximum building height provisions consistent with the R-2 zone throughout the City. The proposed design adheres to R-2 zoning requirements related to setbacks and building heights, and meets the intent of ARDP by allowing for the housing densities anticipated under the ARDP.
ARDP Standards 7.4.1 and 7.5.1: Architectural facades and treatment; colors and materials	The intent of this standard is to ensure that visually prominent design details are compatible with the overall architectural style, and that compatible colors and materials are chosen. Key features include entries, windows, doors, and garages. See Sheets A1.0 through A9.2 that reflect this standard, showing details related to each of these features, which are consistent with the applicable architectural theme. Colors and materials proposed are shown on Sheets A10.0 to A10.5. These reflect a variety of color and material choices within compatible parameters. Colors range from muted grays, whites and browns augmented by a variety of color choices. Materials differ depending on architectural style.
ARDP Standards 8.1.1-8.1.4: Landscaping	The proposed project responds to these standards with a landscape plan that enhances and complements the architectural design, as shown on several project sheets, notably Sheets L1.0-L1.8, and the renderings shown on Sheets AS1.0-AS1.4.
ARDP Standards 9.3.2-9.3.8: Lighting	The project has not yet established a formal lighting plan, although Sheet A10.0 shows potential lighting fixtures as they relate to the different architectural styles. The project will be required to comply with the City's night sky ordinance; however, the PC may provide specific direction regarding exterior lighting for the project.
ARDP Standard 12.1: Fencing	The intent of this standard is to ensure that fencing design does not block views of open spaces or Tank Farm Creek. The project as designed complies with this requirement. The proposed exception to the fence height would apply only to areas between residences and industrial areas, not areas associated with open space or the creek. As described earlier in this Agenda Report, the proposed fence height exception meets the criteria for considering such exemptions, and was recommended for approval by the ARC.
ARDP Standards 13.1.1 and 13.1.2: Energy	The ARDP was adopted prior to the 2019 energy conservation standards, and thus refers to outdated standards. However, as noted previously, the DA includes performance standards to exceed citywide requirements as they were in place at the time of project approval. The project is consistent with the intent of

	these standards. An analysis of the consistency with the intent with the DA and the intent of the ARDP is included in Section 4.1 of this Agenda Report.			
CDG Chapter 5 – Residential Project L	Design Guidelines			
§ Section 5.2: Subdivision Design and General Residential Design Principles	This section of the CDG includes several key principles related to integrating open space into the design, project scale, a pedestrian orientation. More specifically related architectural review, the section also calls for durable and lemaintenance finishes, the use of a variety of materials, building articulation, and garage orientation. The project see generally responsive to these issues, and consistent with the intent of these principles. Sheets A10.0 to A10.5 illustrates variety of complementary colors and materials that would applied to the varied design details shown on Sheets A1.0-A9.			
§ Section 5.5: Single-Family Housing Design	The ARDP was previously found to be consistent with the CDG, and reflects and expands on many of the same principles articulated in the CDG. Among the principles articulated in this section of the CDG include: 1. pedestrian orientation; 2. architectural variety, housing sizes and design details; 3. variable setbacks in compliance with the Municipal Code; 4. primary entrances facing a street, encouraging porches to transition between public and private spaces; and 5. garages subordinate to living spaces, preferably not facing the primary street entrance to the home. The project is responsive to these principles. Sheets L1.1-L1.4 show how homes are integrated into and have access to pedestrian paseos. Also see the renderings in Figures 3 and 4 above. Consistent with the ARDP, five architectural styles are proposed throughout the project, with considerable design variation as described above. Garages are oriented to the side along alleys, as shown in Sheets A1.1, A2.1, A3.1, A4.1, A5.1, A6.1, A7.1, A8.1 and A9.1.			

6.3 Consistency with the Zoning Regulations

Although the DA and ARDP are the primary guidance documents for the proposed R-2 design, in some cases there are design provisions of the ARDP that would be difficult to implement without sacrificing some of the density anticipated under the approved plan. This is particularly true with respect to the interaction of setbacks, building heights, and lot sizes.

ARCH-0624-2020 Planning Commission Report – September 22, 2021

As proposed, the project complies with City zoning requirements for building heights and setbacks where such design challenges exist within the framework of the ARDP. This analysis is included above in Section 4.2 and Table 5 of this report.

7.0 ENVIRONMENTAL REVIEW

The Avila Ranch project and associated Final Environmental Impact Report (FEIR) were respectively approved and certified by the City Council on September 19, 2017, pursuant to Resolution No. 10832 (2017 Series). The FEIR constitutes the complete environmental determination for the project, which included the Development Agreement, Development Plan and approved VTTM 3089. The proposed R-2 design complies with previously approved project documentation as described above. For that reason, it is in substantial conformance with the Final EIR and prior environmental determination.

8.0 OTHER DEPARTMENT COMMENTS

The project has been reviewed by various City departments and divisions including Planning, Engineering, Transportation, Building, Utilities, and Fire. While a number of code requirements will apply to the project review at the building permit stage, minimal comments were provided for project specific conditions of approval since the project is consistent with the previously approved ARDP and tract map which has included prior review for tract conditions and public improvements which are not in the scope of this project review.

9.0 ALTERNATIVES

- 1. <u>Continue project</u>. An action continuing the application should include direction to the applicant and staff on pertinent issues.
- 2. <u>Deny the project.</u> Deny the proposed R-2 design by finding the finding the project inconsistent with the General Plan, AASP, previously approved Avila Ranch Development Agreement, and/or the intent of the Development Plan when considered in the context of the Development Agreement and City Zoning regulations.

10.0 ATTACHMENTS

- A Draft PC Resolution approving the project
- B Project Plans
- C Avila Ranch Development Agreement (relevant provisions)
- D Avila Ranch Sustainability Features
- E Avila Ranch Development Plan
- F Proposed R-2 Standards for Cluster and Pocket Cottage Development

RESOLUTION NO. _____ (2021 SERIES)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN LUIS OBISPO APPROVING SITE DESIGN AND LAYOUT FOR 297 RESIDENTIAL UNITS WITHIN THE R-2 COMPONENT OF THE AVILA RANCH PROJECT TO BE DEVELOPED WITHIN PHASES 1-3 OF THE DEVELOPMENT PLAN, INCLUDING A FENCE HEIGHT EXCEPTION ADJACENT TO AN INDUSTRIAL AREA AND FINDING THE PROJECT IS EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW UNDER THE **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA); AS REPRESENTED IN** THE STAFF REPORT AND ATTACHMENTS DATED MARCH 11, 2020, FOR THE PROJECT LOCATED AT 175 VENTURE DRIVE (ARCH-0624-2020)

WHEREAS, this Resolution is adopted under the authority of Government Code §§ 65864 *et seq.* and San Luis Obispo Municipal Code Chapter 17.94; and

WHEREAS, the City Council of the City of San Luis Obispo approved the Avila Ranch Project on September 19, 2017, including a General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement, Development Plan, Vesting Tentative Tract Map No. 3089 and certified Final Environmental Impact Report (FEIR) under the California Environmental Quality Act (CEQA) on September 19, 2017; and

WHEREAS, the Architectural Review Commission of the City of San Luis Obispo conducted a public hearing to consider the design of the R-2 portion of the Avila Ranch project on August 16, 2021, and made recommendations to the Planning Commission; and

WHEREAS, the Planning Commission of the City of San Luis Obispo conducted a public hearing to consider approval of the design of the R-2 portion of the Avila Ranch project on September 22, 2021; and

WHEREAS, notices of said public hearing were made at the time and in the manner required by law; and

WHEREAS, the Planning Commission has duly considered all evidence, including the testimony of the applicant, interested parties, and the evaluation and recommendations by staff, presented at said hearing.

BE IT RESOLVED, by the Planning Commission of the City of San Luis Obispo as follows:

SECTION 1: Findings. Based on the recitals above and the evidence contained in the record, the Planning Commission hereby finds that:

1. The proposed action is consistent with applicable City planning regulations, including the General Plan, Airport Area Specific Plan, Zoning Regulations, and Community Design Guidelines.

- 2. The proposed action is consistent with previously approved entitlements associated with the Avila Ranch project, including the Development Agreement, Development Plan, and Vesting Tentative Tract Map No. 3089; and
- 3. The project is consistent with Housing Element Policies 6.1 and 7.4 because the project supports the development of more housing in accordance with the assigned Regional Housing Needs Allocation and establishes a new neighborhood, with pedestrian and bicycle linkages that provide direct, convenient, and safe access to adjacent neighborhoods consistent with the Avila Ranch Development Plan.
- 4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding area; and
- 5. The fence height exceptions are warranted since they are necessary due to circumstances relating to topography and privacy. Provisions to allow for fencing on top of retaining walls will allow for adequate privacy of residential uses located adjacent to nearby industrial development and the combined wall and fence height will not be visible along public roads.

SECTION 2: Environmental Determination. Environmental Review. The project is consistent with the certified Final Environmental Impact Report (FEIR) for The Avila Ranch Project and exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15182(c) (Residential Projects Implementing Specific Plans). On September 17, 2017, the City Council certified the FEIR for the Avila Ranch Development Plan (ARDP) and approved the ARDP through Council Resolutions 1638 and 1832 (2017 Series). All mitigation measures adopted as part of the ARDP Certified FEIR that are applicable to the proposed project are carried forward and applied to the proposed project to effectively mitigate the impacts that were previously identified. The project is exempt from the provisions of the CEQA under Government Code §65457 because the project consists of a residential development and is consistent with the ARDP.

SECTION 3. Action. The project conditions of approval do not include mandatory code requirements. Code compliance will be verified during the plan check process, which may include additional requirements applicable to the project. The Planning Commission hereby grants final approval to the project with incorporation of the following conditions:

1. Final project design and construction drawings submitted for a building permit shall be in substantial compliance with the project plans approved by the Planning Commission (ARCH-0624-2020). A separate, full-size sheet shall be included in working drawings submitted for a building permit that lists all conditions and code requirements of project approval listed as sheet number 2. Reference shall be made in the margin of listed items as to where in plans requirements are addressed and include all conditions, mitigation measures, and development agreement provisions as noted in Condition #2. Any change to approved design, colors, materials, landscaping, or other conditions of approval must be approved by the Director or Planning Commission, as deemed appropriate.

Resolution No	(2021 Series)	Avila Ranch Project
Page 3		ARCH-0624-2020

- The project shall comply and demonstrate full conformance with all mitigation measures and conditions applicable to the project site, as established under previous development plan approvals from the September 19, 2017, Avila Ranch project approval (City Council Resolution No. 1832 (2017 Series) and 1638 (2017 Series) and Ordinance No 1639 (2017 Series).
- 2. Plans submitted for construction permits shall include elevation and detail drawings of all walls and fences. With the exception of fence and wall heights included in the fence height exception approved by the Planning Commission, all other fences, walls, and hedges will comply with the development standards described in the Zoning Regulations (§17.70.070 –Fences, Walls, and Hedges).
- 3. The location of any required backflow preventer and double-check assembly shall be shown on all site landscaping plans and pertinent building plans. Construction plans shall also include a scaled diagram of the equipment proposed. Any back-flow preventers and double-check assemblies shall be located in the street yard shall be screened using a combination of paint color, and landscaping, and, if deemed appropriate by the Community Development Director, a low wall.
- 4. Prior to occupancy, an overflight notification shall be recorded and appear with the property deed. The applicant shall also record a covenant with the City to ensure that disclosure is provided to all buyers and lessees at the subject property. Notice form and content shall be to the satisfaction of the Community Development Director and include the following language:

NOTICE OF AIRPORT IN VICINITY: This property is presently located in the vicinity of an airport, within what is known as the airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

	esolution No age 4	(2021 Series)	Avila Ranch Project ARCH-0624-2020
In	demnification		
5.	officers and employed agents, officers or experience of this project environmental review of any Indemnified Company of the co	ees from any claim, action employees to attack, set a t, and all actions relating w ("Indemnified Claims"). T	old harmless the City and/or its agents, or proceeding against the City and/or its side, void or annul, the approval by the g thereto, including but not limited to he City shall promptly notify the applicant d with the Indemnified Claim and the City Indemnified Claim.
	On motion by	, seconded by	, and on the following roll call vote:
	AYES: NOES: REFRAIN: ABSENT:		
Th	ne foregoing resolutio	n was passed and adopted	d this 22 nd day of September 2021.
-	rler Corey, Secretary anning Commission		



Architectural Development Review

Applicant:

Wathen Castanos Homes

1446 Tollhouse Road, Suite 103 Clovis, CA 93611





SHEET INDEX T-1.01 P1.0 - P1.5 Project Description Fence/Wall Height Exception E1.0 SP1.0 Illustrative Site Plan Overall Landscape Plan Paseo Enlargement - 20' Easement Paseo Enlargement - 10' Easement Paseo Enlargement, 4-Pack with 10' Easement Residential Landscape Plan Sample L-14 Proposed Plant Material Landscape Buffer Plan L-1.6 Landscape Buffer Section Landscape Inspiration L-1.8 Street Scene Elevations AS1.0 Park & Architectural Rendering Typical Paseo & Architecture Rendering

Typical Paseo & Architecture Rendering

AS1.4 Typical Paseo Entry & Architecture Rendering

CLUSTER ELEVATIONS & FLOOR PLANS (4 & 6 Unit Pack)

Cluster Plan Front Elevations A 1 1

Cluster Plan 1 Typical Floor Plan Cluster Plan 1A Spanish Elevations & Roof Plan

Cluster Plan 1B Bungalow Elevations & Roof Plan Cluster Plan 1C Craftsman Elevations & Roof Plan A 1 3 Cluster Plan 1D Farmhouse Elevations & Roof Plan

Cluster Plan 1E Contemporary Elevations & Roof Plan

Cluster Plan 2 Typical Floor Plan Cluster Plan 2A Spanish Elevations & Roof Plan Cluster Plan 2B Bungalow Elevations & Roof Plan

Cluster Plan 2C Craftsman Elevations & Roof Plan Cluster Plan 2D Farmhouse Elevations & Roof Plan

Cluster Plan 2E Contemporary Elevations & Roof Plan A2.6

A 3 1

Cluster Plan 3 Typical Floor Plan Cluster Plan 3A Spanish Elevations & Roof Plan

Cluster Plan 3B Bungalow Elevations & Roof Plan A3.3 Cluster Plan 3C Craftsman Elevations & Roof Plan

Cluster Plan 3D Farmhouse Elevations & Roof Plan A 3 5

Cluster Plan 3E Contemporary Elevations & Roof Plan A3.6

Cluster Plan 4 Typical Floor Plan

Cluster Plan 4A Spanish Elevations & Roof Plan A42

Cluster Plan 4B Bungalow Elevations & Roof Plan

A4.4 Cluster Plan 4C Craftsman Elevations & Roof Plan Cluster Plan 4D Farmhouse Elevations & Roof Plan

Cluster Plan 4E Contemporary Elevations & Roof Plan A4.6

Cottage Plan Front Elevations

Cottage Plan 1 Typical Floor Plan A 5 1

A5.2 A 5 3

Cottage Plan 1A Spanish Elevations & Roof Plan Cottage Plan 1B Bungalow Elevations & Roof Plan Cottage Plan 1D Farmhouse Elevations & Roof Plan

Cottage Plan 1D Farmhouse Elevations & Roof Plan Cottage Plan 1E Contemporary Elevations & Roof Plan

COTTAGE ELEVATIONS & FLOOR PLANS (8 Unit Pack)

For compliance instructions, please visit the following website: www.slocity.org/cleanenergychoice

Cottage Plan 2 Typical Floor Plan Cottage Plan 2A Spanish Elevations & Roof Plan A6.2

Cottage Plan 2B Bungalow Elevations & Roof Plan A6.3

Cottage Plan 2C Craftsman Elevations & Roof Plan A6.4

Cottage Plan 2D Farmhouse Elevations & Roof Plan A6.5

Cottage Plan 2E Contemporary Elevations & Roof Plan

Cottage Plan 3 Typical Floor Plan Cottage Plan 3A Spanish Elevations & Roof Plan A7.2

Cottage Plan 3B Bungalow Elevations & Roof Plan A7.3

Cottage Plan 3C Craftsman Elevations & Roof Plan A7.4

Cottage Plan 3D Farmhouse Elevations & Roof Plan

Cottage Plan 3E Contemporary Elevations & Roof Plan

Cottage Plan 4 Typical Floor Plan

Cottage Plan 4A Spanish Elevations & Roof Plan

Cottage Plan 5 Typical Floor Plan Cottage Plan 5A Spanish Elevations & Roof Plan

Architectural Images & Lighting Examples A. Spanish - Color and Material Matrix

A10.2 B. Bungalow - Color and Material Matrix A10.3 C. Craftsman - Color and Material Matrix

A10.4 D. Farmhouse - Color and Material Matrix

A10.5 E. Contemporary - Color and Material Matrix

Bassenian | Lagoni ARCHITECTURE . PLANNING . INTERIORS





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & **DEVELOPMENT REVIEW**

> 11.24.20 Revised 06.11.21

TITLE SHEET

SUPPLEMENT TO THE ARCHITECTURAL DEVELOPMENT REVIEW APPLICATION

for the

AVILA RANCH R-2 MEDIUM DENSITY RESIDENTIAL COMPONENT of the AVILA RANCH DEVELOPMENT PLAN

11 June 2021

I. PROJECT HISTORICAL OVERVIEW

Avila Ranch (Project) implements the City's vision for the project site as guided by the 2014 Land Use and Circulation Elements of the General Plan (LUCE). The LUCE specifically identifies the project site as a Special Focus Area that included planning and environmental design and analysis of the designation of an appropriate land use mix, the need for a variety of housing types and levels of affordability, provision of open space, parks and trails, restoration of Tank Farm Creek, protection and mitigation of impacts to agricultural resources, a circulation network and linkages to the surrounding community, and incorporation of utility and infrastructure.

The Avila Ranch site encompasses three (3) adjacent parcels (APN 053-259-008, 011, and 012) totaling 150-acres. It is located at the northeast corner of Buckley Road and Vachell Lane. The Project site is currently undeveloped and has historically been used for agriculture. Tank Farm Creek, a tributary to San Luis Obispo Creek, diagonally bisects the Project site from northeast to southwest and conveys storm water from the Chevron Tank Farm and adjacent properties to San Luis Creek. Prior to its annexation to the City in 2008, the Project site was zoned by the County of San Luis Obispo (County) for Business Park and Conservation/Open Space (COS) uses. The City's 2005 AASP also designated the site for Business Park uses and the Project site remained zoned Business Park and COS since its annexation. However, the City's 2014 Land Use Element of the General Plan rejected past Business Park land use designations in favor of new housing and designated the Project site as a Special Focus Area (SP-4) for provision of residential units and small-scale neighborhood commercial uses, with associated policies and performance standards that would guide future development.

The following represents the entitlements received for the Project.

- Resolution No. 1832 (2017 Series) certifying the Final Environmental Impact Report for the Project, amending both the Airport Area Specific Plan and General Plan, and approving Vesting Tentative Tract Map No. 3089.
- Resolution No. 1638 (2017 Series) rezoning property at 175 Venture Drive (the Project) from Business Park/Specific Plan Area (BP-SP) and Conservation /Open Space/Specific Plan Area (C/OS/SP) to be consistent with the Project's Development Plan and with the General Plan and Airport Area Specific Plan, as amended to enable development of 720 residential units and 15,000 square feet of neighborhood commercial on a 150-acres site. The Project also includes 18-acres of parks and 53-acres of designated open space.
- Ordinance No. 1639 (2017 Series) approving the Development Agreement (DA) between the City and Avila Ranch LLC. The Project has subsequently been sold to Wathen Castanos Homes. In essence, the DA represents a negotiated agreement on important areas related to the phased and orderly development of the Project. It includes extended vesting of the development entitlements and reimbursement for public in fracture and improvements beyond project requirements

A. Applicant's Request

This application includes information for the Architectural Review Commission's and Planning Commission's review and approval of the Medium Residential Density (R-2) component of the project. The majority of the R-2 zoned property is part of the Phase I construction, with additional R-2 zoning/product in Phases II and III, as noted in the Development Agreement and related Project conditions of approval and mitigation measures. The application also includes a fence height exception request to provide adequate screening between the residential development and the adjacent existing industrial/manufacturing development (see Sheet El.0 for additional information).

B. Previous Entitlements & Permits

As noted above, the City Council certified the Environmental Impact Report (EIR) and approved amendments to the General Plan and Airport Area Specific Plan, the Vesting Tentative Tract Map in addition to various Project-related documents. In addition, the following plans have been reviewed, approved, and/or permitted to date.

- Conformance Determination by the County of San Luis Obispo Airport Land Use Plan, Airport Land Use Commission,
- General Plan Parks & Recreation Element Consistency Determination, Parks & Recreation Commission for the proposed seven (7) parks totaling 18-acres, 04 January 2017.

Issued Permits:

- Avila Ranch Offsite Improvements COA 114 FMAP-1622-2018 Tank Farm/South Higuera
- Avila Ranch Tract 3089 Mass Grading Plans FMAP-1844-2018 Onsite early grading and walls.
- Sidewalk on Higuera between Los Osos Valley Road and Vachell Lane -FMAP-1537-2018 - Partial improvements along Vachell Lane regarding drainage management.
- Higuera Street to South Street Right-turn Extension FMAP-1538-2018
- Avila Ranch Phase 1 Tract 3089 Improvement Plans FMAP-1563-2018
- Buckley Road Extension, County of San Luis Obispo, ENC 20200306, May 2021
- Miscellaneous Permits: These permits authorize work within the regulatory jurisdiction of each entity.
 - Lake &Streambed Alteration Agreement CA Department of Fish & Wildlife
 - Waste Discharge Permit 34018WQ35 Regional Water Quality Control Board

II. ARCHITECTURAL DEVELOPMENT REVIEW SUBMITTAL

A. Avila Ranch Development Plan

The Avila Ranch Development Plan (Plan), dated May 2017, was prepared in collaboration with the applicant's design and environmental team, City staff, and City decision-makers. While not technically a Specific Plan, it nonetheless contains many of the requisite components – Land Use Plan & Framework, Design Framework, Circulation, and Infrastructure Framework.



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 06.11.21

PROIECT DESCRIPTION

P-1.0

The focus of this and subsequent applications is the Design Framework This section of the Plan includes design standards and guidelines specific to the Project and are meant to work in conjunction with the adopted goals, policies, standards, and guidelines found in the Airport Area Specific Plan, the City's Community Design Guidelines, the City's Zoning Regulations (Chapter 17 of the Municipal Code) and related documents.

Standards define actions or requirements that must be fulfilled by the Project, while Guidelines refer to methods or approaches that may be used to achieve a stated goal, but allow for flexibility and interpretation given specific conditions. The development standards for the R-2 product have been modified to better reflect the minor revisions to the product type to account for the transition from a conceptual design through design development and, ultimately, construction document level design. These minor revisions are in keeping with the intent of the Development Plan and are in substantial conformance with the project-specific documents that regulate the design and implementation of the Avila Ranch project. The R-2 development standard table is noted below.

B. Mitigation Measures and Conditions of Approval

The Avila Ranch project was approved under a certified EIR. The EIR described potential impacts and related mitigation measures. While the majority of measures relate to the physical environment (e.g., transportation improvements, biological considerations, public services, etc.), there are measures that specifically address design aspects that are under the purview of the Architectural Review Commission (ARC) and the Planning Commission (PC).

The project vesting tentative tract map was approved with a set of conditions of approval that were created by all City departments, reviewed by the various City advisory bodies, and ultimately approved by the City Council. Development of the project should be consistent with these conditions, which will allow for a detailed review of the development plans to assure compliance with City plans, policies, and standards. Again, while the majority of the conditions relate to major transportation and other improvements, there are conditions that specifically address design components that are under the purview of the ARC and PC. Those specific mitigation measures and conditions of approval are noted on the table below.

Table 2. Mitigation Measure and Conditions of Approval Conformance

MITIGATION MEASURE or CONDITION OF APPROVAL	CONFORMANCE COMMENT
32. <u>Private street lighting</u> may be provided along the private streets/alleys/parking areas, pocket parks, and linear parks per City Engineering Standards and/or as approved in conjunction with the final ARC approvals.	Private lighting is depicted on sheets L-1.1 and L-1.2. Shared driveway lighting consists of wall light fixtures, as shown on building elevations (See Architectural Sheets)
43. Retaining wall and/or retaining wall/fence combinations along property lines shall be approved to the satisfaction of the Planning Division and shall conform with the zoning regulations for allowed combined heights or shall be approved through the	See sheet E1.0 for details regarding the requested Fence/Wall Height exception for a maximum combined wall/fence height of 11 feet along the shared boundary with Trust Automation (APN 053-259-003).

MITIGATION MEASURE or CONDITION OF APPROVAL	CONFORMANCE COMMENT		
ARC, Specific Plan, or separate Fence Height exception process.	Fence heights in all other areas of the development area are consistent with the Zoning Regulations.		
44. The ARC plans and public improvement plans shall show the location of the proposed mail receptacles or mailbox units (MBU's) to the satisfaction of the Postmaster and the City Engineer. The subdivider shall provide a mailbox unit or multiple units to serve all dwelling units within this development as required by the Postmaster. MBU's shall not be located within the public right-of-way or public sidewalk area unless specifically approved by the City Engineer. Contact the Postmaster at 543-2605 to establish any recommendations regarding the number, size, location, and placement for any MBU's to serve the several neighborhoods and occupancies.	Mailbox locations are shown on sheet L-1.1 and L-1.2.		
45. Porous concrete, pavers, or other surface treatments as approved by the City Engineer shall be used for private parking areas, V-gutters, private curb and gutter, etc. to the extent feasible within the overall drainage design for water quality treatment/retention in accordance with the specific plan and General Plan.	Surface treatments for shared and private areas depicted on sheet L-1.1 and L-1.2		
AG-2c. To augment the existing 100-foot agricultural buffer to the Caltrans property to the west of the Project site, the Applicant shall add a 20-foot hedgerow/windrow of trees and vegetation along the east side of Vachell Lane.	See sheet L-1.7 for the Vachell Lane Landscape Buffer.		
NO-3a. R-1 and R-2 residential units planned in the area of the Project site within 300 feet of Buckley Road and R-4 units in the northwest corner of the Project site shall include noise mitigation for any potential indoor space and outdoor activity areas that are confirmed to be above 60 dBA as indicated in the Project's Sound Level Assessment. The following shall be implemented for residential units with noise levels exceeding 60 dBA:	All homes that may be impacted by projected noise levels of 60 dBA or greater will be acoustically constructed utilizing Sound Transmission Class (STC) rated materials (e.g., sealing & weatherproofing, window, doors, walls, ceilings, flooring, ventilations, etc.), as noted.		
 Outdoor Activity Area Noise Mitigation. Where exterior sound levels exceed CNEL = 60 dBA, noise reduction measures shall be implemented, including but not limited to: Exterior living spaces of residential units such as yards and patios shall be oriented away from Project boundaries that are adjacent to noise-producing uses that exceed exterior noise levels 			



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 06.11.21

PROJECT DESCRIPTION

MITIGATION MEASURE or	CONFORMANCE
CONDITION OF APPROVAL	COMMENT
of CNEL = 60 dBA, such as roadways and industrial/commercial activities. Construction of additional sound barriers/berms with noise-reducing features for affected residences. Exterior Glazing. Exterior window glazing for residential units exposed to potential noise above Ldn=60 dBA shall achieve a minimum Outdoor-Indoor Transmission Class (OITC) 24 / Sound Transmission Class (STC) 30. Glazing systems with dissimilar thickness panes shall be used. Exterior Doors Facing Noise Source. According to Section 1207.7 of the California Building Code, residential unit entry doors from interior spaces shall have a combined STC 28 rating for any door and frame assemblies. Any balcony and ground floor entry doors located at bedrooms shall have an STC 30 rating. Balconies shall be oriented away from the northwest property line. Exterior Walls. Construction of exterior walls shall consist of a stucco or engineered building skin system over sheathing, with 4-inch to 6-inch deep metal or wood studs, fiberglass batt insulation in the stud cavity, and one or two layers of 5/8-inch gypsum board on the interior face of the wall. If possible, electrical outlets shall not be installed in exterior walls exposed to noise. If not possible, outlet box pads shall be applied to all electrical boxes and sealed with non-hardening acoustical sealant. Supplemental Ventilation. According to the California Building Code, supplemental ventilation adhering to OITC/STC recommendations shall be provided for residential units with habitable spaces facing noise levels exceeding Ldn=60 dBA, so that the opening of windows is not necessary to meet ventilation requirements. Supplemental ventilation requirements. Supplemental ventilation requirements. Supplemental ventilation or powered, ducted air inlets that extend from the building's rooftop into the units. If installed, ducted air inlets shall be acoustically lined through the top-most 6 feet in length and incorporate one or more 90-degree bends between openings, so as not to compromise the noise	

MITIGATION MEASURE or	CONFORMANCE
CONDITION OF APPROVAL	COMMENT
Sound Walls. Sound walls shall be built on the north and east property lines of the Project in Phase 3 that adjoin Suburban Road. The barrier shall consist of mortared masonry. Further, proposed carports with solar canopies shall be installed around the western and northern perimeter of the R-4 units, and these units shall be setback a minimum of 100 feet from the property line. Landscaping. Landscaping along the north and east Project site boundaries that adjoin Suburban Road shall include a line of closely space trees and shrubs with sufficient vegetative density to help reduce sound transmission.	

C. The Proposed Project - Architecture & Landscape Architecture Narratives

To accompany the graphics in this submittal, the following narrative provides an overview of the design from an architectural and landscape architectural perspective for the proposed R-2 homes. The Avila Ranch development includes a total of 297 R-2 units when fully built. The majority of the R-2 units (179 units) are part of the Phase 1 development with 29 units as part of Phase 2 and 89 units in Phase 3.

1. Architectural Design Concept - The Cottage Units & The Cluster Units

The proposed architecture presents five (5) different floor plan designs of the Cottage units and six (6) different floor plan designs for the Cluster units, with a combination of five (5) different elevation styles for both the Cottage and Cluster product types. The overall community has been designed in small motor court clusters, sharing a drive aisle and landscaped paseo on either side the homes. This design approach to the community presents a much more pedestrian friendly street façade and scale along the main circulation streets by eliminating the street facing garage door and driveways.

The floor plans have been specifically designed to cover a diversity of potential future homeowners. From the more affordable 819 sq. ft. two-bedroom Cottage plan up to a potential four-bedroom 2,273 sq. ft. Cluster plan, each plan is designed with an open plan concept that engages both sides of the home by providing an entry to both the paseo and motorcourt. Specific attention was given to the end units facing the community streets with massing designs that include variation in the wall plane, in wall height, and rooflines at different levels to help create an inviting and identifiable sense of place.

The elevations styles designated in the Avila Ranch Development Plan reflect the character of San Luis Obispo's agricultural heritage and now associated with its greenbelt, as well as architectural styles typically found within the City. The proposed elevation styles include Spanish (Mission), Bungalow, Craftsman, Farmhouse (Agrarian), and Contemporary. The goal in the selection of architectural styles is to aid in defining context and character for the site – a character that both engages and identifies itself amongst the surrounding properties to the northern and southern edges of the City.



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 06.11.21

PROJECT DESCRIPTION

In keeping with the overall community vision to create individual and distinct neighborhoods, the project is divided, accordingly, with an integration of the five (5) elevations styles. Each neighborhood will have a proportional mixed use of the different architectural styles, with specific neighborhoods having both dominant and subordinate architectural styles, as prescribed by the Avila Ranch Development Plan.

2. Architectural Floor Plans - The Cottage Units & The Cluster Units

The following tables represents the architectural style, unit types, square footage, and bedroom/bath counts for the R-2 Cottage units. A total of 48 Cottage units are included in the Phase 1 development. Detailed design information is also depicted on the building elevations, related floor plans, and color/material matrix.

Table 3. Cottage Units

UNIT STYLE	PLAN TYPE	SIZE (SF)*/ STORIES	BEDROOMS/BATHROOMS+ GARAGES
Style Key: A - Spanish; B			ftsman; D – Farmhouse; &
E - Contemp		ıry	
A, B & D	Plan 1	1,169 SF/2-Stories	3BR/1.5 BA +1-Car Garage
A - E	Plan 2	1,609 SF/2-Stories	3 BD/2.5 BA + 1-Car Garage
A - E	Plan 3	1,708 SF/2-Stories	3 BD/2.5 BA + 1-Car Garage
A -	Plan 4	1,551 SF/2-Stories	3 BD/2.5 BA + 1-Car Garage
A -	Plan 5	819 SF/ 1-Story	2 BD/1 BA + 1-Car Garage

NOTE: Unit sizes (SF) shown are subject to minor changes in Construction Documents.

The following tables represents the architectural style, unit types, square footage, and bedroom/bath counts for the R-2 Cluster units. A total of 131 Cluster units are planned for the Phase 1 development. Detailed design information is also depicted on the building elevations, related floor plans, and color/material matrix.

Table 4. Cluster Units

UNIT STYLE	PLAN TYPE	SIZE (SF)/ STORIES	BEDROOMS/BATHROOMS+ BONUS + GARAGES
Style Key: A - Spanish; B -		Bungalow; C - Cra	ftsman; D – Farmhouse; &
E - Contemporar		ary	
A - E	Plan 1	1,805 SF/2-Stories	3 BR/2.5 BA +2-Car Garage
A - E	Plan 2	1,900 SF/2-Stories	3 BD/2.5 BA + 2-Car Garage
A - E	Plan 3	2,066 SF/2-Stories	3 BD/2.5 BA + Bonus Room +
	rian 5	2,000 3172-3101168	2-Car Garage
A - E	Plan 4	2,273 SF/2-Stories	3 BD/3 BA + Bonus Room +
	rian +	2,273 3172-3101168	2-Car Garage

NOTE: Unit sizes (SF) shown are subject to minor changes in Construction Documents.

To increase the mix of units, and in response to specific lot-fit configurations, fifteen (15) units of Cottage Plan 2 and five (5) units of the Cottage Plan 3 are included in the 131 Cluster unit development configuration for Phase 1.

3. Color and Material Boards -

Attached, separately, are the physical color and material boards for the project. The project balances the use of traditional residential color and material palettes to a more contemporary vernacular with some modern color accents to work in harmony with the architectural design.

In the spirit of creating a unique and desirable neighborhood, each elevation design portrays a unique elevation appearance that provides variation, and yet uniformity throughout the overall community design. As shown on the color and material boards, there are five (5) different color schemes for each of the five (5) elevation styles, which will create additional variation between both the homes elevation and also the exterior color. Each board contains photographs and samples of the materials and colors for the stucco body, painted blocking accents, front doors, and brick masonry elements.

4. Landscape Architectural Design Concept

The overall landscape design concept is one that embraces connectivity and cohesiveness, that helps to encourage social interaction, while providing a sense of community. The pedestrian-oriented paseos are at the heart of this community and provide access to the numerous trails that link to a wide array of outdoor amenities.

Each pedestrian paseo (walkway) is individually marked by a decorative entry space with pilaster column, identifying each home's address along the well-lit meandering pathway. A low height semi-private decorative fence surrounds the perimeter of most homes' front yards and offers an opportunity for social interaction between neighbors. An entry gate allows access into each front yard or porch. A taller, solid fence encloses the rear and side yards and provides homeowner privacy.

The pedestrian paseos are planted with a mix of deciduous and evergreen trees, to provide shade during the summer months and solar access during the winter. Flowering shrubs and perennials, grasses, and groundcover provide an attractive, drought-tolerant mix of colors and textures to provide year-round interest while reducing water use. Swaths of decomposed granite weave amongst the plant material to provide additional interest and water use reduction.

Each of the four neighborhood's streets are identified with its own signature specimen canopy tree, adding a distinctive feel to each neighborhood. Each home's lot showcases the drought-tolerant, Mediterranean-style plant palette along the vegetated streetscapes and motor courts.

The overall landscape design embraces low impact development (LID) and best management practices (BMPs) through energy conservation, soil regeneration, integrated pest management, mulching, and species diversity. Additionally, the design of efficient automatic irrigation systems reflects the latest technology and are designed specifically for particular plant species water demand, soil type, and exposure.

4. Architectural & Landscape Architectural Image Boards -

While the Avila Ranch Development Plan and the City's Community Design Guidelines provide the basis for implementing the project's design, "image boards" were created to allow for a window into the designer's inspiration and thought process. The architectural images focus on the interpretation of the guidelines via building style, related details (e.g.,



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 06.11.21

PROJECT DESCRIPTION

doors and window styles, lighting, architectural features) and miscellaneous components of the proposed units.

The landscape architectural image board includes proposed landscape materials that complement the community's architectural styles and promote the Central Coast lifestyle. Hardscape materials were selected for cohesive aesthetics, longevity, and maintenance considerations while the softscape material reflect a native and Mediterranean-style plant palette appropriate for our climate.

III. AFFORDABLE (INCLUSIONARY) HOUSING - R-2 HOUSING PROJECT

The Development Agreement describes the long-term housing affordability component of the Avila Ranch project, including design and development strategies to provide lower cost housing. These strategies include the design and construction of a range of housing sizes and types, while providing a greater number of inclusionary housing units than required by the City's Inclusionary Housing Ordinance. A total of seventy-one (71) inclusionary units are included in the overall development of the project. A total of nine (9) inclusionary units will be constructed within the R-2 land use. Phase 1 includes six (6) moderate income for sale units, while Phase 3 includes three (3) moderate income for sale units.



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

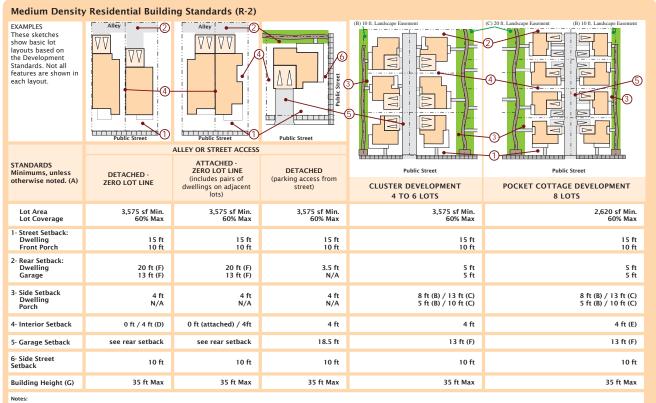
ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 06.11.21

PROJECT DESCRIPTION

AVILA RANCH DEVELOPMENT PLAN

OCTOBER 2020



A Tract 3089 Final Map(s) to include any parcel-specific encroachments into setback and/or easements based on map and lotting configurations beyond elements allowed per Zoning Regulation §17.70.170 (Allowed Projections into

Setback Area).

B- Setback is from property line to dwelling in areas with 10-foot landscape easements.

B- Setback is from property line to dwelling in areas with 10-foot landscape easements. C- Setback is from property line to dwelling in areas with 20-foot landscape easements.

D. Where a building wall is located on a lot line, there shall be an easement of at least 4 feet wide on the neighboring lot for maintenance access.

E- Setback for uncovered parking spaces is 1 foot.

F- Assumes property line and center line of driveway/alley are coterminous.

G- Second floor setbacks shall match ground floor setbacks.

Excerpt of updated R-2 development standards from the Avila Ranch Development Plan. The design of the R-2 product is consistent with the applicable standards.









TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 06.11.21

PROJECT DESCRIPTION



Maximum wall/fence height in the rear and side setbacks is 6 feet. When located on a retaining the wall the combined height maximum is 9 feet as measured from the base of the retention wall to the top of the fence. Exceptions to these requirements can be granted for circumstances relating to topography and privacy.

Chapter 6.1.B.2: Fences and Walls

Community Design Guidelines

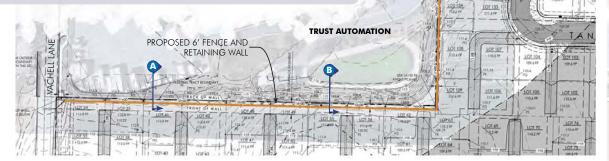
Tall retaining walls (five feet and higher) should be divided up into two or more shorter walls (depending on height), with the upper portion of the wall set back from the lower wall at least two feet, with the slope between the walls not exceeding 4:1.

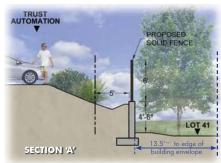
Project Condition

A fence height exception is requested along the north and west tract boundaries adjacent to the industrial property (APN 053-259-003) to allow for a 6-foot tall solid fence atop a previously approved retaining wall. The requested maximum total combined wall/fence height is proposed at 13-feet.

This exception is requested in response to the site topography and to provide privacy for the residential use(s) from the adjacent active industrial development (i.e., parking areas near the property lines). The majority of the retaining wall faces the residential development. The proposed fences are located in the rear and side yards of the residential development and would not be visible along public roads. The portion of the retaining wall that faces the adjacent property is visually minimized at the side of the property which is the lowest area of the property.

The site retaining walls were approved and permitted as part of Tract 3089 Phase 1 Improvements (FMAP-1563-2018) and are included for graphic reference only to depict the total wall/fence height. The retaining wall varies in height from 2- to 7-feet. The requested maximum total combined wall/fence height of 13 feet is required in few locations; in many areas the combined height is under 9 feet. Due to the tract drainage improvements, topography, and location of the approved walls, it is infeasible to off-set the fence from the retaining wall.





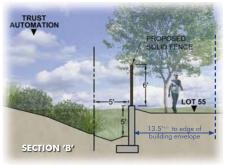
VENTUREDRIVE

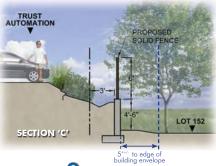
101140

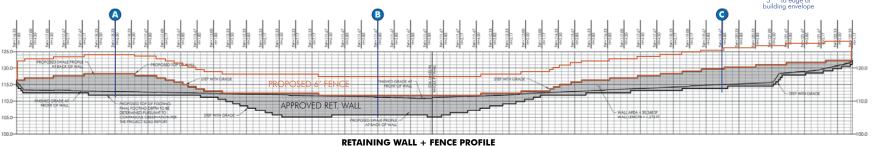
204

107136

LOT 148







Bassenian Lagoni ARCHITECTURE . PLANNING . INTERIORS



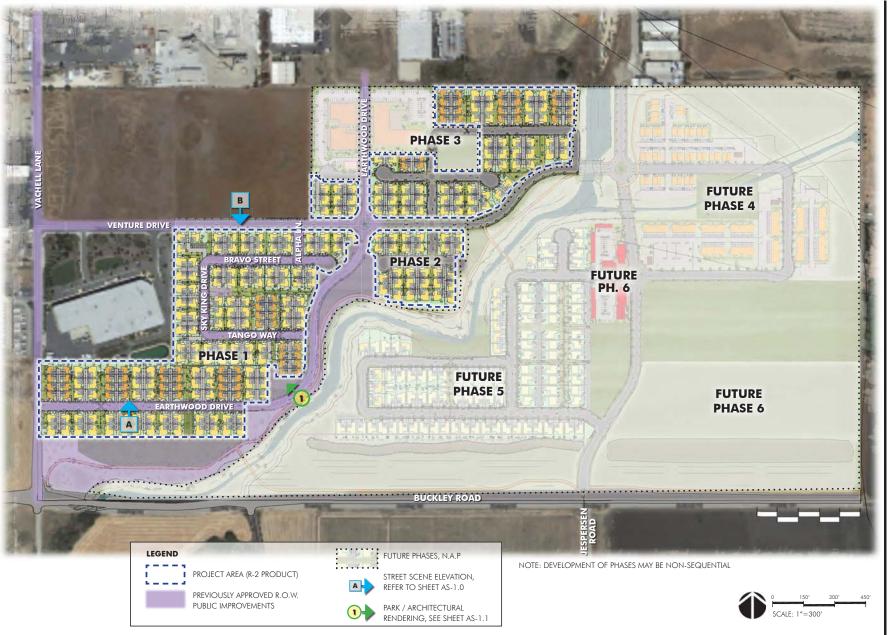


TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & **DEVELOPMENT REVIEW**

> 11.24.20 Revised 01.20.21

Fence / Wall Height Exception





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 01.20.21

OVERALL SITE DEVELOPMENT PLAN

SP-1.0







PREVIOSULY APPROVED LANDSCAPE PUBLIC IMPROVEMENTS

MAILBOX KIOSK(S), 7 LOCATIONS TOTAL. SEE EXAMPLE, BELOW.

BOX KIOSK(S), 7 DNS TOTAL. SEE

20' WIDE PEDESTRIAN PASEO ENLARGEMENT, SEE SHEET L-1.1

10' WIDE PEDESTRIAN PASEO ENLARGEMENT, SEE SHEET L-1.2

LANDSCAPE BUFFER, SEE SHEET L-1.6

10' WIDE PEDESTRIAN PASEO ENLARGEMENT WITHIN 4-PACK, SEE SHEET L-1.3

LOCATION OF PROPOSED PROJECT MONUMENT SIGN, SEE EXAMPLE, ABOVE

RAVILA RANCH PROPOSED MONUMENT SIGN FUTURE PHASE **BUCKLEY ROAD** SCALE: 1"=300'

MAILBOX KIOSK



Kiosks are equipped with up to 19 front loading tenant mail compartments, 2 parcel locker compartments, and 1 drop slot. There may be more than one unit at each location, depending on addresses served.

Final mailbox kiosk locations shall be approved by the Postmaster and be ADA compliant.

PROPOSED RESIDENTIAL STREET TREES



Pistacia chinensis / CHINESE PISTACHE <u>SIZE</u>: 24" BOX <u>WUCOLS</u>: L DECIDUOUS, FALL COLOR



Ulmus parv. 'Sempervirens' / EVERGREEN ELM SIZE: 24" BOX WUCOLS: L EVERGREEN, BROAD CANOPY



Zelkova serrata / SAWLEAF ZELKOVA <u>SIZE</u>: 15 GAL <u>WUCOLS</u>: L DECIDUOUS, BROAD CANOPY



Lophostemeon confertus / BRISBANE BOX <u>SIZE</u>: 15 GAL <u>WUCOLS</u>: L EVERGREEN, UPRIGHT

WATHEN Castanos

Bassenian | Lagoni





TRACT 3089
R-2 LAND USES WITHIN
PHASES 1, 2 & 3
SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 01.20.21

OVERALL LANDSCAPE PLAN



EXAMPLE OF PASEO ENTRY PILASTER



EXAMPLE OF PASEO BOLLARD LIGHT WITH CUSTOMIZABLE LIGHT DISTRIBUTION

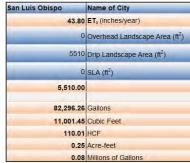
NOTE: FENCING THAT BORDERS UNMANAGED BRUSH-COVERED LANDS WILL BE CONSTRUCTED OF NON-COMBUSTIBLE MATERIALS.

KEYNOTE LEGEND

- PASEO LANDSCAPING, EQUAL MIX OF LOW WATER-USE PLANTS WITH DECOMPOSED GRANITE AS PART OF EACH LOT WITHIN PASEO EASEMENT
- FRONT YARD LANDSCAPING BY HOMEOWNER
- PRIVATE YARDS BY HOMEWONER
- 4 COVERED PORCH, TYP.
- 4' TALL SOLID WOOD FENCE WITH GATE,
 WHERE SHOWN
- 6' TALL SOLID WOOD FENCE WITH GATE,
 WHERE SHOWN
- 7 TRASH BIN LOCATION, TYP.
- MEANDERING CONCRETE PASEO WALK
- 9 6' SQ. FRONT GATE ENTRY NODE
- 10 CITY-APPROVED STREET TREE, TYP.
- 11 DECORATIVE PASEO PATIO WITH ADDRESSING PILASTER
- 12 CLUSTER MAILBOX UNIT, AT BACK OF SIDEWALK
- 13 SHARED ALLEY
- 14 ALLEY ACCENT SHRUBS, TYP.
- 15 PASEO TREE, TYP.
- 16 FRONT YARD TREE, TYP.
- 17 PASEO BOLLARD DIRECTIONAL LIGHT
- BOLLARD LIGHT(S) AT END OF ALLEY 🔵

20' PASEO PRELIMINARY MAWA/ETWU CALC'S

FOR DEVELOPER-INSTALLED LANDSCAPE PER 7-LOT COLLECTION ADJACENT TO 20' WIDE PASEO



Hydrozone	Select System From the Dropdown List click on cell below	Plant Water Use Type (s) (low, medium, high)	Plant Factor (PF)	Hydrozone Area (HA) (ft²) Without SLA	Enter Irrigation Efficiency (IE)	(PF x HA (ft²))/IE
Zone 1	Drip	Low	0.25	5,510	0.81	1,701
		SLA		0		1,701
		SLA	Sum	5,510		U
				_		
Res	<u>ults</u>	ETWU=	46,189	Gallons	ETWU co	omplies with MAWA
MAV	/A = 82,296			Cubic Feet		
		1		HCF Acre-feet		
				Millions of Gallon	IS	





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 06.11.21

PASEO ENLARGEMENT 20' EASEMENT

_-1.1

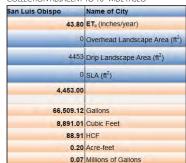
KEYNOTE LEGEND # PASEO LANDSCAPING, EQUAL MIX OF LOW WATER-USE PLANTS WITH DECOMPOSED GRANITE AS PART OF EACH LOT WITHIN PASEO EASEMENT FRONT YARD LANDSCAPING BY HOMEOWNER PRIVATE YARDS BY HOMEWONER COVERED PORCH, TYP. 4' TALL SOLID WOOD FENCE WITH GATE, NOTE: FENCING THAT BORDERS UNMANAGED BRUSH-COVERED WHERE SHOWN LANDS WILL BE CONSTRUCTED OF 6' TALL SOLID WOOD FENCE WITH GATE. NON-COMBUSTIBLE MATERIALS. WHERE SHOWN -TRASH BIN LOCATION, TYP. MEANDERING CONCRETE PASEO WALK 6' SQ. FRONT GATE ENTRY NODE 10 CITY-APPROVED STREET TREE, TYP. 11 DECORATIVE PASEO PATIO WITH ADDRESSING PILASTER 12 CLUSTER MAILBOX UNIT, AT BACK OF SIDEWALK 13 SHARED ALLEY 14 ALLEY ACCENT SHRUBS, TYP.

10' PASEO PRELIMINARY MAWA/ETWU CALC'S

FOR DEVELOPER-INSTALLED LANDSCAPE PER 7-LOT COLLECTION ADJACENT TO 10' WIDE PASEO

PASEO BOLLARD DIRECTIONAL LIGHT

BOLLARD LIGHT(S) AT END OF ALLEY



Hydrozone		Plant Water Use Type (s) (low, medium, high)	Plant Factor (PF)	Hydrozone Area (HA) (ft²) Without SLA	Enter Irrigation Efficiency (IE)	(PF x HA (ft²))/IE
Zone 1	Drip	Low	0.25	4,453	0.81	1,374
						1,374
		SLA		0		0
			Sum	4,453		
Resul	Results		37,328	Gallons	ETWU co	mplies with MAWA
MAWA	= 66,509		4,990	Cubic Feet		
IVIAVVA	- 00,009		50	HCF		
				Acre-feet		
			0	Millions of Gallon	IS	

15

16

PASEO TREE, TYP.

FRONT YARD TREE, TYP.





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 06.11.21

PASEO ENLARGEMENT 10' EASEMENT

_-1.2

KEYNOTE LEGEND

- PASEO LANDSCAPING, EQUAL MIX OF LOW WATER-USE
 PLANTS WITH DECOMPOSED GRANITE AS PART OF EACH
 LOT WITHIN PASEO EASEMENT
- 2 FRONT YARD LANDSCAPING BY HOMEOWNER
- 3 PRIVATE YARDS BY HOMEWONER
- 4 COVERED PORCH, TYP.

NOTE: FENCING THAT BORDERS UNMANAGED BRUSH-COVERED

LANDS WILL BE CONSTRUCTED OF

NON-COMBUSTIBLE MATERIALS.

- 5 4' TALL SOLID WOOD FENCE WITH GATE, WHERE SHOWN
- 6 6' TALL SOLID WOOD FENCE WITH GATE,
 WHERE SHOWN
- 7 TRASH BIN LOCATION, TYP.
- 8 MEANDERING CONCRETE PASEO WALK
- 9 6' SQ. FRONT GATE ENTRY NODE
- 10 CITY-APPROVED STREET TREE, TYP.
- 11 DECORATIVE PASEO PATIO WITH ADDRESSING PILASTER
- 12 CLUSTER MAILBOX UNIT, AT BACK OF SIDEWALK
- 13 SHARED ALLEY
- 14 ALLEY ACCENT SHRUB, TYP.
- 15 PASEO TREE, TYP.
- 16 FRONT YARD TREE, TYP.
- 7 PASEO BOLLARD DIRECTIONAL LIGHT 🔴
- 18 BOLLARD LIGHT(S) AT END OF ALLEY







Bassenian | Lagoni





TRACT 3089
R-2 LAND USES WITHIN
PHASES 1, 2 & 3
SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 06.11.21

PASEO ENLARGEMENT, 4-PACK WITH 10' EASEMENT







- PASEO LANDSCAPING, AS PART OF EACH LOT, BY DEVELOPER
- ALLEY LANDSCAPE DESIGN, BY
- ALTERNATIVE PRIVATE YARD LANDSCAPE DESIGN SCENARIO, BY HOMEOWNER
- COVERED PORCH, TYP.
- 4' TALL SOLID WOOD FENCE WITH GATE, WHERE SHOWN
- 6' TALL FENCE WITH GATE, WHERE SHOWN

- TRASH BIN LOCATION, TYP.
- MEANDERING CONCRETE PASEO WALK
- 6' SQ. FRONT GATE ENTRY NODE
- PASEO BOLLARD DIRECTIONAL LIGHT
- 11 ALLEY TREE, TYP.
- 12 PASEO TREE, TYP.
- FRONT YARD TREE, TYP.



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

> 11.24.20 Revised 06.11.21

RESIDENTIAL LANDSCAPE PLAN SAMPLE

PROPOSED PLANT LIST - PASEOS AND LOTS

EVERGREEN TREES

A ARBUTUS 'MARINA' / MARINA STRAWBERRY

	A ARBUTUS 'MARINA' / MARINA STRAWBERRY MAGNOLIA GRAND. 'LITTLE GEM' / MAGNOLIA OLEA EUROPAEA 'SWAN HILL' / FRUITLESS OLIVE	M L	LOW-BRANCH, FLOWERING WHITE BARK, UPRIGHT FORM ROUNDED FORM
C	DECIDUOUS TREES CERCIS OCCIDENTALIS / WESTERN REDBUD COTINUS COGGYGRIA / SMOKEBUSH PYRUS CALLERYANA 'CHANTICLEER' / ORNAMENTAL PEAR	L L M	LOW-BRANCH, FLOWERING SMALL COLOR ACCENT WHITE FLOWERS
F	MEDIUM SHRUBS ARCTOSTAPHYLOS 'HOWARD MCMINN' / MANZANITA D BERBERIS THUNB. 'ROSE GLOW' / JAPANESE BARBERRY CARPENTERIA CALIFORNICA / BUSH ANENOME LEUCADENDRON 'SAFARI SUNSET' / SAFARI CONEBUSH O CIEA 'LITIE CULIE' / DWARF OLIVE COPROSMA REPENS 'PICTURATA' / MIRROR PLANT	L L L L	CA. NATIVE, PINK FLOWERS BURGUNDY FOLIAGE CA. NATIVE, WHITE FLOWERS RED NEW GROWTH ROUNDED FORM VARIEGATED FOLIAGE
	SMALL SHRUBS CISTUS 'SUNSET' / MAGENTA ROCKROSE NANDINA DOMESTICA 'GULESTREAM' / HEAVENLY BAMBOO POLYGALA FRUTIC. 'PETITE BUTTERFLIES' / SWEET PEA SHRUB 'ROSA 'FLOWER CARPET' / FLOWER CARPET ROSE TEUCRIUM X LUCIDINS' / GERMANDER WESTRINGIA FRUIT. 'MORNING LIGHT' / COAST ROSEMARY	L L M L	MAGENTA FLOWERS RED/ORANGE NEW GROWTH PURPLE FLOWERS FLOWERING LAYENDER FLOWERS YELLOW/GREEN FOLIAGE
k	PERENNIALS ANIGOZANTHOS CTVS. / KANGAROO PAW (KNIPHOFIA 'SHINING SCEPTER' / RED HOT POKER LAVANDUIA SPS. / LAVENDER LIMONIUM PEREZII / SEA LAVENDER 4 PENSTEMON CLTVS. / PENSTEMON SALVIA SPS. / SAGE	L M L L	FLOWERING ORANGE FLOWERS PURPLE FLOWERS PURPLE FLOWERS FLOWERING FLOWERING
C	ACCENTS A CASVÉ ATTENUATA / FOXTAIL AGAVE O CORDYLINE 'RED STAR' / CABBAGE PALM PHORMIUM CITYS. / NEW ZEALAND FLAX VUCCA 'COLOR GUARD' / VARIEGATED ADAM'S NEEDLE	L L L	SUCCULENT RED FOLIAGE, VERTICAL STRAP-SHAPED LEAVES YELLOW/GREEN LEAVES
F >	ORNAMENTAL GRASSES LOMANDRA LONIGIFOLIA 'BREEZE' / BLUE OAT GRASS LORAEY TESTACEA / ORANGE SEDGE HELICTOTRICHON SEMPERVIRENS / BLUE OAT GRASS CALAMAGROSTIS 'KARL FORESTER' / FEATHER REED GRASS MUHLENBERGIA LINDHEIMER! / LINDHEIMER'S MUHLY	L L L L	GREEN FOLIAGE ORANGE FOLIAGE BLUE FOLIAGE FOLIAGE VERTICAL TAN STALKS STRAW COLORED STALKS
۷	GROUNDCOVER ARCTOSTAPHYLOS 'EMERALD CARPET' / MANZANITA J CISTUS SALVIIFOOLUS / ROCKROSE COPROSMA KIRKII / KIRK'S COPROSMA / CORREA 'DUSKY BELLS / AUSTRALIAN FUCHSIA ROSMARINUS OFFIC. 'PROSTRATUS' / TRAILING ROSEMARY / SENECIO MANDRALISCAE / BLUE CHALKSTICKS	L L L L	WHITE FLOWERS WHITE FLOWERS GREEN FOLIAGE PINK FLOWERS BLUE FLOWERS BLUE SUCCULENT

WUCOLS*

NOTES

LOW-BRANCH, FLOWERING

*WUCOLS (WATER USE CLASSIFICATIONS OF LANDSCAPE SPECIES) IS A GUIDE TO HELP IDENTIFY IRRIGATION WATER NEEDS OF PLANT SPECIES, DEVELOPED BY THE UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION, CALIFORNIA DEPARTMENT OF WATER RESOLIBERS 2000

FINAL PLANT MATERIAL SECECTION WILL INCLUDE FIRE-RESISTIVE TREE, SHRUB AND GROUNDCOVER SPECIES.

PROPOSED PLANT PHOTOS



WATER CONSERVATION STATEMENT

THE CONCEPTUAL LANDSCAPE PLAN, CONCURRENT WITH THE PLANTING AND IRRIGATION CONSTRUCTION DOCUMENTS, PLAN INSTALLATION, RELATED SPECIFICATIONS AND NOTES, QUALIFIES THIS PROJECT AS ONE WHICH EMBRACES THE FOLLOWING CURRENT WATER CONSERVATION TECHNOLOGY AND METHODOLOGIES:

- UTILIZATION OF STATE OF THE ART IRRIGATION CONTROLLER(S) ALLOWING FOR PRECISION INCREMENTAL WATER SCHEDULING IN ALL HYDROZONES.
- 2. USE OF DRIP-TYPE AND/OR MICROSPRAY SYSTEMS ONLY.
- 3. INTEGRATED PLANT DESIGN. PLANT PALETTES HAVE BEEN FORMED TO REFLECT PARALLEL WATERING REQUIREMENTS WITHIN EACH HYDROZONE GROUP.
- 4. PLANTS INSTALLED WITH MOISTURE RETENTIVE SOIL AMENDMENTS, ENABLING STRONG ROOT AND PLANT GROWTH, WITH THE USE OF LESS WATER.
- $5. \ \ 3\text{''} \ \mathsf{DEEP} \ \mathsf{MULCHING} \ \mathsf{OF} \ \mathsf{ALL} \ \mathsf{PLANT} \ \mathsf{BASINS} \ \mathsf{AND} \ \mathsf{PLANTING} \ \mathsf{AREAS}, \ \mathsf{INHIBITING} \ \mathsf{EVAPORATION}.$
- 6. USE OF LOW WATER USE PLANTS.

CONCEPT NOTES

- PLANT MATERIAL WAS CHOSEN FOR ITS COMPATABILITY WITH THE MACRO/MICROCLIMATIC CONDITIONS OF THE REGION AND SITE; TOLERANCE OF WIND; TOLERANCE OF DROUGHT CONDITIONS; LONGEVITY, SCREENING CAPABILITIES; AND OVERALL ATTRACTIVENESS.
- IRRIGATION SYSTEM SHALL BE DESIGNED FOR MAXIMUM WATER EFFICIENCY AND SHALL INCLUDE AN AUTOMATIC CONTROLLER, BACKFLOW PREVENTION DEVICE, AND LOW-GALLONAGE HEADS FOR TURE AND LARGE GROUND COVER AREAS. A DRIPTYPE SYSTEM SHALL BE USED WHERE APPROPRIATE. TREES SHALL BE IRRIGATED ON SEPARATE BUBBLER SYSTEMS.
- PLANT MATERIAL QUANTITIES, NARRATIVE SPECIFICATIONS, SITE DETAILS, AND MATERIAL DEFINITIONS WILL BE DETERMINED AND NOTED ON THE CONSTRUCTION DRAWINGS.



Bassenian | Lagoni



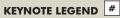


TRACT 3089
R-2 LAND USES WITHIN
PHASES 1, 2 & 3
SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 01.20.21

PROPOSED PLANT MATERIAL



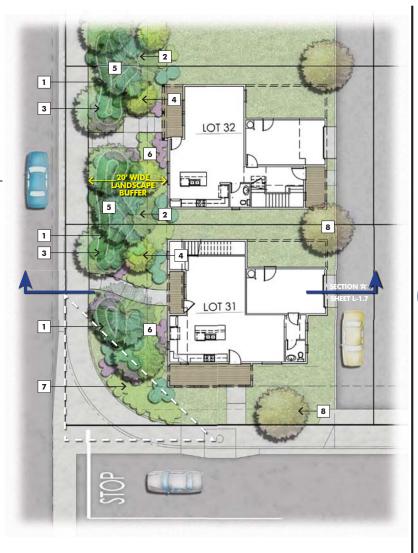
- 1. 8'-12' WIDE MEANDERING BERM (18" TALL)
- 2. EVERGREEN SCREENING TREE, TYP.
- 3. EVERGREEN CANOPY TREE, TYP.
- 4. ACCENT TREE, TYP.
- 5. LOW WATER-USE SHRUBS (4'-6' HEIGHT)
- 6. LOW WATER-USE SHRUBS, PERENNIALS, AND GROUNDCOVER (2'-3' HEIGHT)
- 7. LOW-HEIGHT PLANT MATERIAL WITHIN VEHICULAR SIGHT LINES
- 8. PROPOSED INTERIOR STREET TREE

PROPOSED PLANT LIST - LANDSCAPE BUFFER AT VACHELL LANE FRONTAGE

EVERGREEN SCREENING TREES GELIERA PARVIFLORA / AUSTRALLAN WILLOW MELALEUCA QUINQUENERVIA / CALPUT TREE QUERCUS AGRIFOLIA / COAST LIVE OAK	WUCOLS* L L VL	ROUNDED FORM WHITE BARK, UPRIGHT FORM
ACCENT TREES CERCIS OCCIDENTALIS / WESTERN REDBUD ARBUTUS 'MARINA' / MARINA STRAWBERRY TREE LAURUS NOBILIS 'SARATOGA' / SWEET BAY	L L L	LOW-BRANCH, FLOWERING FLOWERING. RED BARK. EVERGREEN
MEDIUM SHRUBS ARCTOSTAPHYLOS 'HOWARD MCMINN' / MANZANITA CARPENTERIA CALIFORNICA / BUSH ANENOME OLEA 'LITTLE OLLIE' / DWARF OLIVE RHAMNUS CALIFORNICA 'EVE CASE'	L L L	CA. NATIVE, PINK FLOWERS CA. NATIVE, WHITE FLOWERS ROUNDED FORM RED BERRIES
SMALL SHRUBS CISTUS 'SUNSET' / MAGENTA ROCKROSE SALVIA CLEVELANDII / CLEVELAND SAGE PHLOMIS FRUITCOSA / JERUSALEM SAGE WESTRINGIA FRUIT. 'MORNING LIGHT' / COAST ROSEMARY	L L L	MAGENTA FLOWERS PURPLE FLOWERS YELLOW FLOWERS YELLOW/GREEN FOLIAGE
PERENNIALS ACHILLEA VARIETIES / YARROW LAVANDULA SPS. / LAVENDER PENSTEMON CLIVS. / PENSTEMON SALVIA SPS. / SAGE	L L L	FLOWERING PURPLE FLOWERS FLOWERING FLOWERING
ORNAMENTAL GRASSES HELICTOTRICHON SEMPERVIRENS / BLUE OAT GRASS CALAMAGROSTIS "KARL FOERSTER" / FEATHER REED GRASS MUHLENBERGIA LINDHEIMERI / LINDHEIMER'S MUHLY	L L L	BLUE FOLIAGE FOLIAGE VERTICAL TAN STALKS STRAW COLORED STALKS
GROUNDCOVER ARCTOSTAPHYLOS 'EMERALD CARPET' / MANZANITA CISTUS SAUMIFOUIUS / ROCKROSE CORREA 'DUSKY BELLS / AUSTRALIAN FUCHSIA	L L L	WHITE FLOWERS WHITE FLOWERS PINK FLOWERS
WARRICOLD RAVATER LICE CLASSIFICATIONIS OF LANDSCARE ORGANICALS A CLUBE	TO HELD IDENTIE	V IRRICATION INVATER NIEEDS OF

"WUCOLS (WATER USE CLASSIFICATIONS OF LANDSCAPE SPECIES) IS A GUIDE TO HELP IDENTIFY IRRIGATION WATER NEEDS OF PLANT SPECIES, DEVELOPED BY THE UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION, CALIFORNIA DEPARTMENT OF WATER PRODUCTS.

FINAL PLANT MATERIAL SECECTION WILL INCLUDE FIRE-RESISTIVE TREE, SHRUB AND GROUNDCOVER SPECIES.





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 01.20.21

LANDSCAPE BUFFER PLAN



SECTION 'A': LANDSCAPE BUFFER AT VACHELL LANE FRONTAGE NOT TO SCALE

KEYNOTE LEGEND



- 1. 8'-12' WIDE MEANDERING BERM (18" TALL)
- 2. EVERGREEN CONIFEROUS TREE, TYP.
- 3. EVERGREEN CANOPY TREE, TYP.
- 4. ACCENT TREE, TYP.
- 5. LOW WATER-USE SHRUBS (4'-6' HEIGHT)
- 6. LOW WATER-USE SHRUBS, PERENNIALS, AND GROUNDCOVER (2'-3' HEIGHT)



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

> 11.24.20 Revised 01.20.21

LANDSCAPE BUFFER SECTION

































Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 01.20.21

LANDSCAPE INSPIRATION



PLAN IA MOTOR COURT PLAN 2B SPANISH LOT 59

BUNGALOW LOT 66

CONTEMPORARY LOT 67

PLAN IE MOTOR COURT PLAN 2B BUNGALOW LOT 72

PLAN 2CR CRAFTSMAN LOT 73

A. EARTHWOOD STREET SCENE



B. VENTURE STREET SCENE

Bassenian | Lagoni ARCHITECTURE . PLANNING . INTERIORS





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

> 11.24.20 Revised 01.20.21

STREET SCENE ELEVATIONS





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 01.20.21

RENDERING 1





Bassenian | Lagoni ARCHITECTURE - PLANNING - INTERIORS





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 01.20.21

RENDERING 2





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 01.20.21

RENDERING 3





Bassenian | Lagoni ARCHITECTURE - PLANNING - INTERIORS





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 01.20.21

RENDERING 4





B-BUNGALOW



D - FARMHOUSE



C - CRAFTSMAN



E - CONTEMPORARY





Bassenian | Lagoni





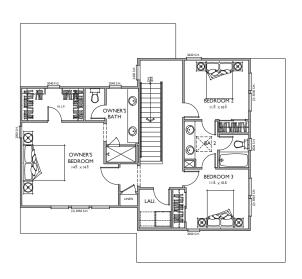
TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

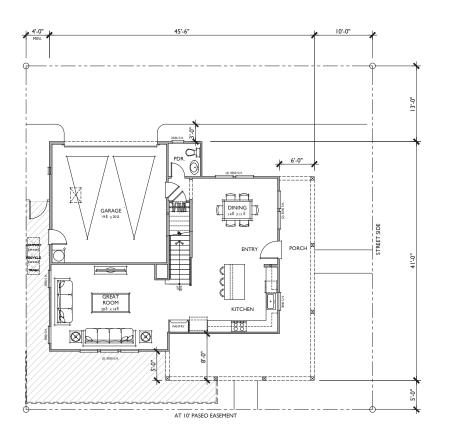
ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

CLUSTER PLAN 1 FRONT ELEVATIONS





2ND FLOOR

IST FLOOR

PLAN I
3 BEDROOMS / 2.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE

0 4 8 16



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

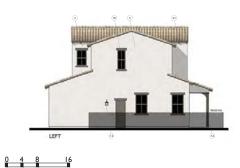
06.11.21

SHEET NAME

CLUSTER PLAN 1 A-SPANISH FLOOR PLAN





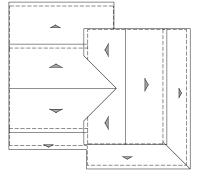


- COMPOSITION ROOF CONCRETE 'S' TILE ROOF METAL ROOF ROLL-UP GARAGE DOOR

- SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
 CEMENTITIOUS BOARD
- AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS SHINGLE SID
 CEMENTITIOUS TRIM
 STUCCO OVER FOAM TRIM
 WOOD GRAIN CORBEL
 COMPOSITE SHUTTER
 WOOD BRACKET

- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- BRICK VENEER METAL AWING METAL RAILING



ROOF PLAN Α PITCH: 4:12
RAKE: 2"
EAVE: 12"
RACOF MATERIAL: COMPOSITE ROOF SHINGLES





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

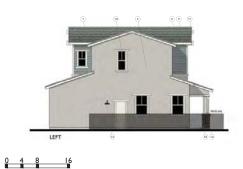
06.11.21

SHEET NAME

CLUSTER PLAN 1 A-SPANISH ELEVATIONS AND ROOF PLAN







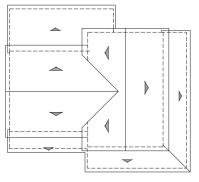
- COMPOSITION ROOF CONCRETE 'S' TILE ROOF METAL ROOF ROLL-UP GARAGE DOOR

- ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING

- CEMENTITIOUS SHINGLE SID
 CEMENTITIOUS TRIM
 STUCCO OVER FOAM TRIM
 WOOD GRAIN CORBEL
 COMPOSITE SHUTTER
 WOOD BRACKET

- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- BRICK VENEER METAL AWING METAL RAILING



ROOF PLAN

В

PITCH: 4:12 RAKE: 12" EAVE: 18" EAVE: 18"





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

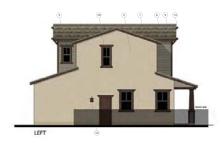
06.11.21

SHEET NAME

CLUSTER PLAN 1 B-BUNGALOW ELEVATIONS AND ROOF PLAN







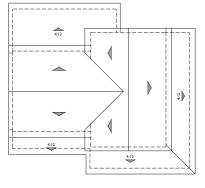


- COMPOSITION ROOF CONCRETE 'S' TILE ROOF METAL ROOF ROLL-UP GARAGE DOOR

- ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING

- CEMENTITIOUS SHINGLE SID
 CEMENTITIOUS TRIM
 STUCCO OVER FOAM TRIM
 WOOD GRAIN CORBEL
 COMPOSITE SHUTTER
 WOOD BRACKET

- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF
- BRICK VENEER METAL AWING METAL RAILING



C

ROOF PLAN

PITCH: 3:12 U.N.O RAKE: 12" EAVE: 18" ROOF MATERIAL: COMPOSITE ROOF SHINGLES





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

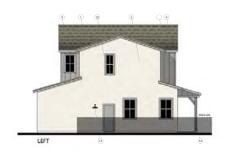
06.11.21

SHEET NAME

CLUSTER PLAN 1 C-CRAFTSMAN ELEVATIONS AND ROOF PLAN







0 4 8 16

MATERIAL LEGEND

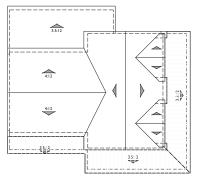
- COMPOSITION ROOF CONCRETE 'S' TILE ROOF METAL ROOF ROLL-UP GARAGE DOOR

- ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING

- CEMENTITIOUS SHINGLE SID
 CEMENTITIOUS TRIM
 STUCCO OVER FOAM TRIM
 WOOD GRAIN CORBEL
 COMPOSITE SHUTTER
 WOOD BRACKET

- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- BRICK VENEER METAL AWING METAL RAILING



D

ROOF PLAN

PITCH: 7:12 U.N.O RAKE: 6" EAVE: 12" ROOF MATERIAL: COMPOSITE ROOF SHINGLES





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

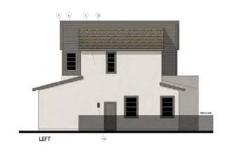
SHEET NAME

CLUSTER PLAN 1 D-FARMHOUSE ELEVATIONS AND ROOF PLAN





RIGHT - STREET SIDE



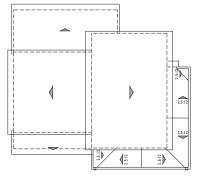


MATERIAL LEGEND

- COMPOSITION ROOF
 CONCRETE'S TILE ROOF
 METAL ROOF
 METAL ROOF
 SAND RINGH STUCCO
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
 CEMENTITIOUS SHINGLE SIDING
 CEMENTITIOUS TAIM
- CEMENTITIOUS SHINGLE SID
 CEMENTITIOUS TRIM
 STUCCO OVER FOAM TRIM
 WOOD GRAIN CORBEL
 COMPOSITE SHUTTER
 WOOD BRACKET

- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- BRICK VENEER METAL AWING METAL RAILING



ROOF PLAN PITCH: 3:12 U.N.O RAKE: 6" EAVE: 12" ROOF MATERIAL: COMPOSITE ROOF SHINGLES





Bassenian | Lagoni





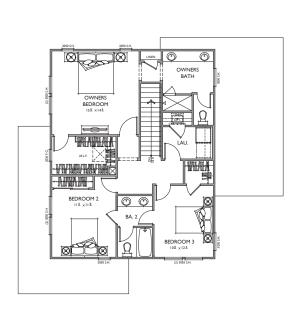
TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

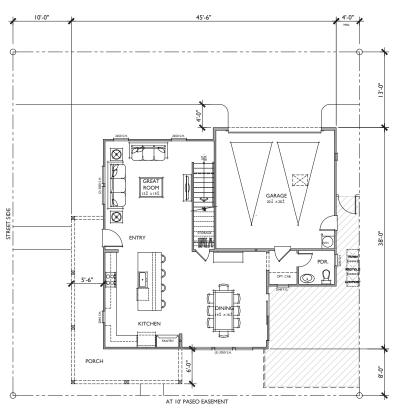
ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

CLUSTER PLAN 1 E- CONTEMPORARY ELEVATIONS AND ROOF PLAN





2ND FLOOR

IST FLOOR

PLAN 2 3 BEDROOMS / 2.5 BATHS 2 - CAR GARAGE

NOTE: ALL LOT SIZES AND SETBACKS AS DEFINED IN THE AVILA RANCH DEVELOPMENT PLAN



WATELEN Castanos

Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

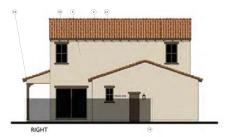
ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

CLUSTER PLAN 2 A-SPANISH FLOOR PLAN



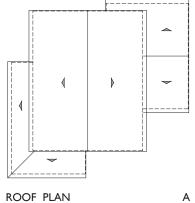






- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF
- 18. BRICK VENEER
 19. METAL AWING
 20. METAL RAILING



ROOF PLAN

PITCH: 4:12 RAKE: 2" EAVE: 12" ROOF MATERIAL: COMPOSITE ROOF SHINGLES





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

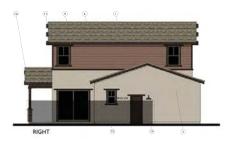
ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

CLUSTER PLAN 2 A-SPANISH ELEVATIONS AND ROOF PLAN





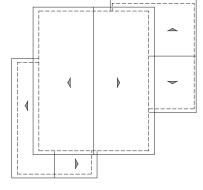




- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND RINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- 9. CEMENTITIOUS SHINGLE SIE 9. CEMENTITIOUS TRIM 10. STUCCO OVER FOAM TRIM 11. WOOD GRAIN CORDE
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- BRICK VENEER
 METAL AWING
 METAL RAILING



В

ROOF PLAN

PITCH: 4:12 RAKE: 6" EAVE: 12" ROOF MATERIAL: COMPOSITE ROOF SHINGLES





Bassenian | Lagoni





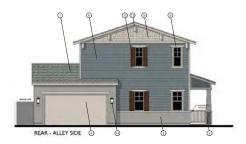
TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

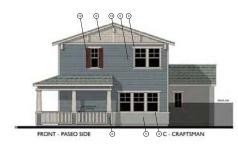
06.11.21

SHEET NAME

CLUSTER PLAN 2 **B-BUNGALOW ELEVATIONS** AND ROOF PLAN





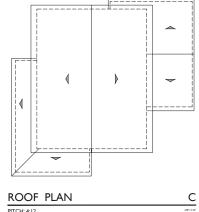




- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- BRICK VENEER
 METAL AWING
 METAL RAILING



ROOF PLAN

PITCH: 4:12 RAKE: 6" EAVE: 12" ROOF MATERIAL: COMPOSITE ROOF SHINGLES





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

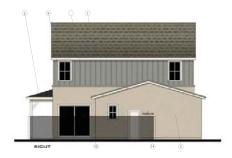
ARCHITECTURAL & DEVELOPMENT REVIEW

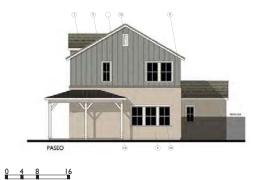
06.11.21

SHEET NAME

CLUSTER PLAN 2 C-CRAFTSMAN ELEVATIONS AND ROOF PLAN



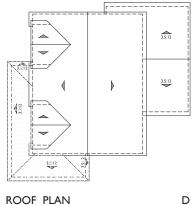




- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING 9. CEMENTITIOUS SHINGLE SID.
 9. CEMENTITIOUS TRIM
 10. STUCCO OVER FOAM TRIM
 11. WOOD GRAIN CORDS

- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET
- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- BRICK VENEER
 METAL AWING
 METAL RAILING



ROOF PLAN

PITCH: 7:12 U.N.O RAKE: 6" EAVE: 12" ROOF MATERIAL: COMPOSITE ROOF SHINGLES





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

CLUSTER PLAN 2 **D-FARMHOUSE ELEVATIONS** AND ROOF PLAN







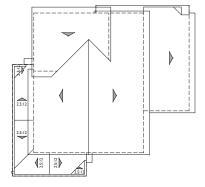
0 4 8 16

MATERIAL LEGEND

- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- BRICK VENEER METAL AWING
- METAL RAILING



ROOF PLAN PITCH: 3:12 U.N.O RAKE: 6" EAVE: 12" ROOF MATERIAL: COMPOSITE ROOF SHINGLES Ε





Bassenian | Lagoni





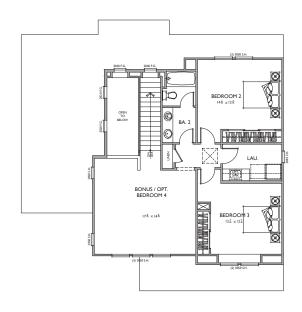
TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

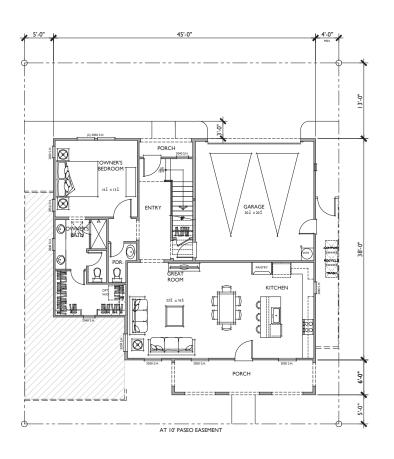
ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

CLUSTER PLAN 2 E- CONTEMPORARY ELEVATIONS AND ROOF PLAN





2ND FLOOR

IST FLOOR

PLAN 3

3 BEDROOMS / 2.5 BATHS / BONUS RM 2 - CAR GARAGE

FLOOR AREA TABLE	
IST FLOOR	1,157 SQ. F
2ND FLOOR	909 SQ. F
TOTAL LIVING	2,066 SQ. FT
2 - CAR GARAGE	434 SQ. F
PORCH	148 SQ. F1
PORCH 2	29 SQ. FT

NOTE: ALL LOT SIZES AND SETBACKS AS DEFINED IN THE AVILA RANCH DEVELOPMENT PLAN





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

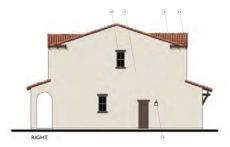
06.11.21

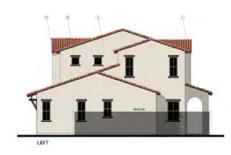
SHEET NAME

CLUSTER PLAN 3 A - SPANISH FLOOR PLAN

A3.1



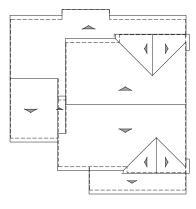






- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET
- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- 18. BRICK VENEER
 19. METAL AWING
 20. METAL RAILING



ROOF PLAN

PITCH: 4:12 RAKE: 2" EAVE: 12" ROOF MATERIAL: CONCRETE "S" TILE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

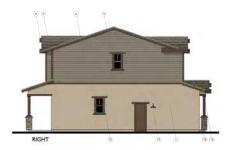
06.11.21

SHEET NAME

CLUSTER PLAN 3 A-SPANISH ELEVATIONS AND ROOF PLAN

A3.2



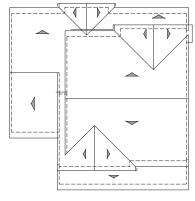






- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET
- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- BRICK VENEER
 METAL AWING
 METAL RAILING



ROOF PLAN

В

PITCH: 4:12 RAKE: 6" & 12" EAVE: 18" ROOF MATERIAL: COMPOSITE SHINGLE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

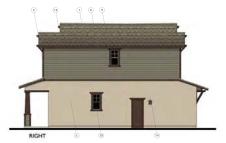
ARCHITECTURAL & DEVELOPMENT REVIEW

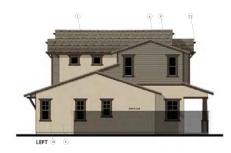
06.11.21

SHEET NAME

CLUSTER PLAN 3 B-BUNGALOW ELEVATIONS AND ROOF PLAN







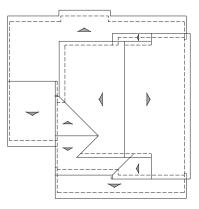


- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING

- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- 18. BRICK VENEER
 19. METAL AWING
 20. METAL RAILING



С

ROOF PLAN

PITCH: 4:12 RAKE: 6" & 12" EAVE: 18" ROOF MATERIAL: COMPOSITE SHINGLE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

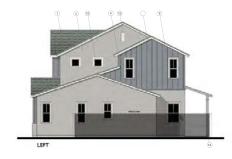
06.11.21

SHEET NAME

CLUSTER PLAN 3 C-CRAFTSMAN ELEVATIONS AND ROOF PLAN



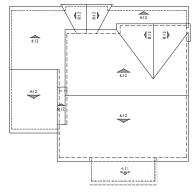




MATERIAL LEGEND

- COMPOSITION ROOF CONCRETE 'S' TILE ROOF METAL ROOF ROLL-UP GARAGE DOOR
- SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS BOARD
- AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF
- BRICK VENEER
 METAL AWING
 METAL RAILING



ROOF PLAN D PITCH: 8:12 U.N.O. RAKE: 6" EAVE: 12" ROOF MATERIAL: COMPOSITE SHINGLE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

CLUSTER PLAN 3 **D-FARMHOUSE ELEVATIONS** AND ROOF PLAN



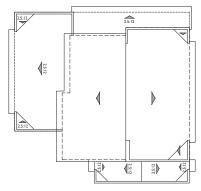




MATERIAL LEGEND

- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET
- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- BRICK VENEER METAL AWING
- METAL RAILING

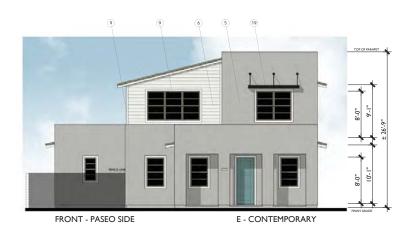


ROOF PLAN

Ε

0 4 8 16

PITCH: 2.5:12 U.N.O RAKE: 6" EAVE: 18" ROOF MATERIAL: COMPOSITE SHINGLE





Bassenian | Lagoni





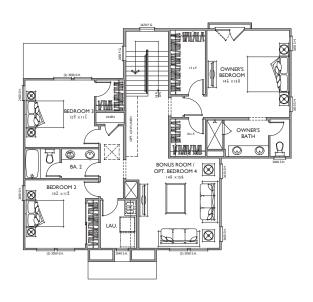
TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

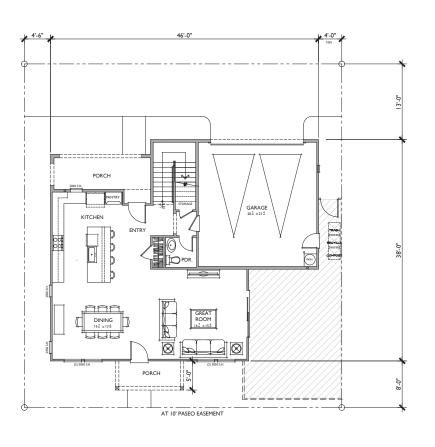
06.11.21

SHEET NAME

CLUSTER PLAN 3 E-CONTEMPORARY ELEVATIONS AND ROOF PLAN



2ND FLOOR



IST FLOOR

PLAN 4

4 BEDROOMS / 3 BATHS / BONUS ROOM 2 - CAR GARAGE

FLOOR AREA TABLE	
IST FLOOR	946 SQ. F
2ND FLOOR	1,327 SQ. F
TOTAL LIVING	2,273 SQ. FT
2 - CAR GARAGE	455 SQ. F
PORCH I	114 SQ. F
PORCH 2	59 SO. F

NOTE: ALL LOT SIZES AND SETBACKS AS DEFINED IN THE AVILA RANCH DEVELOPMENT PLAN





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

CLUSTER PLAN 4 A-SPANISH FLOOR PLAN





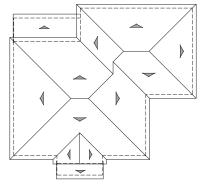




- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- 18. BRICK VENEER
 19. METAL AWING
 20. METAL RAILING



Α

ROOF PLAN

PITCH: 4:12 RAKE: 2" EAVE: 12" ROOF MATERIAL: CONCRETE "S" TILE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

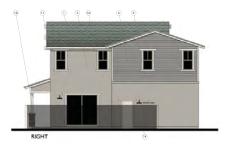
ARCHITECTURAL & DEVELOPMENT REVIEW

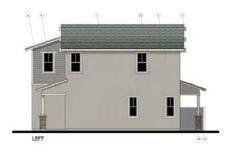
06.11.21

SHEET NAME

CLUSTER PLAN 4 A-SPANISH ELEVATIONS AND ROOF PLAN





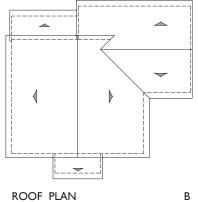


MATERIAL LEGEND

- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- BRICK VENEER METAL AWING
- METAL RAILING



ROOF PLAN

PITCH: 4:12 RAKE: 12" EAVE: 18" ROOF MATERIAL: COMPOSITE SHINGLE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

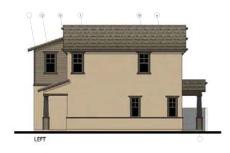
SHEET NAME

CLUSTER PLAN 4 B-BUNGALOW ELEVATIONS AND ROOF PLAN









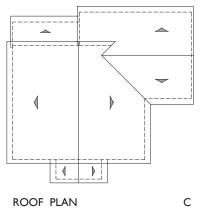


- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING CEMENTITIOUS HORIZONTAE SID CEMENTITIOUS BOARD AND BATTON SIDING CEMENTITIOUS SHINGLE SIDING

- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- BRICK VENEER
 METAL AWING
 METAL RAILING



ROOF PLAN

PITCH: 4:12 RAKE: 12" EAVE: 18" ROOF MATERIAL: COMPOSITE SHINGLE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

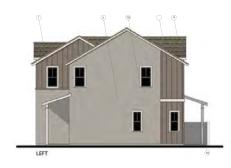
06.11.21

SHEET NAME

CLUSTER PLAN 4 C-CRAFTSMAN ELEVATIONS AND ROOF PLAN



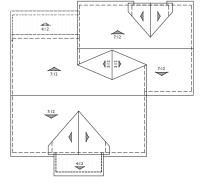




MATERIAL LEGEND

- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET
- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

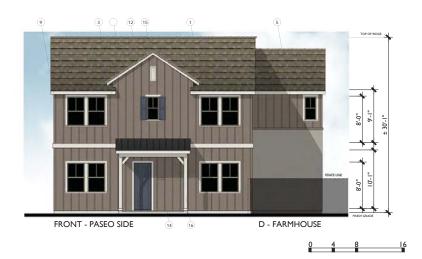
- BRICK VENEER
 METAL AWING
 METAL RAILING



ROOF PLAN

D

PITCH: 8:12 U.N.O. RAKE: 6" EAVE: 12" ROOF MATERIAL: COMPOSITE SHINGLE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

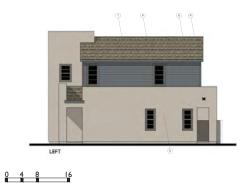
06.11.21

SHEET NAME

CLUSTER PLAN 4 D-FARMHOUSE ELEVATIONS AND ROOF PLAN



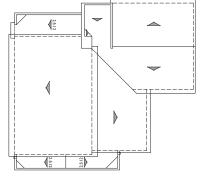




- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- 18. BRICK VENEER
 19. METAL AWING
 20. METAL RAILING



ROOF PLAN

Ε

PITCH: 3:12 U.N.O. RAKE: 6" EAVE: 12" ROOF MATERIAL: COMPOSITE SHINGLE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

CLUSTER PLAN 4 E- CONTEMPORARY ELEVATIONSAND ROOF PLAN



A - SPANISH



B - BUNGALOW



D - FARMHOUSE



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

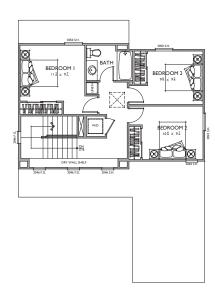
ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

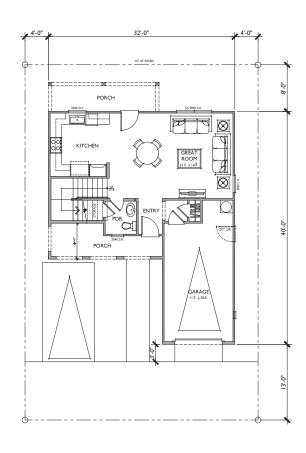
SHEET NAME

0 4 8 16

COTTAGE PLAN 1 FRONT ELEVATIONS



2ND FLOOR



IST FLOOR

PLAN I

3 BEDROOMS / 1.5 BATHS I - CAR GARAGE

IST FLOOR	615 SQ. I
2ND FLOOR	554 SQ. I
TOTAL LIVING	1,169 SQ. F
I - CAR GARAGE	280 SQ. F
PORCH	99 SQ. F
PORCH 2	95 SQ. F

NOTE: ALL LOT SIZES AND SETBACKS AS DEFINED IN THE AVILA RANCH DEVELOPMENT PLAN





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

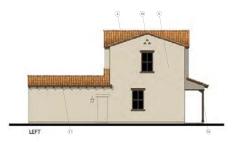
ARCHITECTURAL & DEVELOPMENT REVIEW

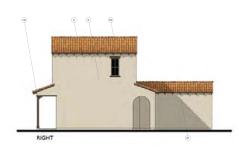
06.11.21

SHEET NAME

COTTAGE PLAN 1 A-SPANISH FLOOR PLAN







MATERIAL LEGEND

- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HORIZONTAE SID CEMENTITIOUS BOARD AND BATTON SIDING CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET
- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

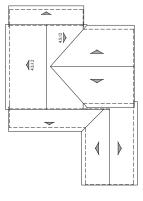
- 17. POT SHELF

 18. BRICK VENEER

 19. METAL AWING

 20. METAL RAILING

 21. EXPOSED RAFTER TAILS



ROOF PLAN

PITCH: 4:12 U.N.O. RAKE: 2" EAVE: 12" ROOF MATERIAL: CONCRETE "S" TILE



Α



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

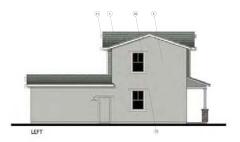
ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

COTTAGE PLAN 1 A-SPANISH ELEVATIONS AND ROOF PLAN







- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

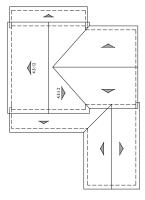
- 17. POT SHELF

 18. BRICK VENEER

 19. METAL AWING

 20. METAL RAILING

 21. EXPOSED RAFTER TAILS



ROOF PLAN

PITCH: 4:12 U.N.O. RAKE: 6" & 12" EAVE: 12" ROOF MATERIAL: COMPOSITE SHINGLE

В





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

COTTAGE PLAN 1 **B-BUNGALOW ELEVATIONS** AND ROOF PLAN





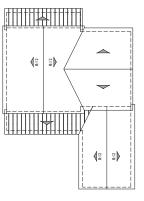


- COMPOSITION ROOF CONCRETE 'S' TILE ROOF METAL ROOF ROLL-UP GARAGE DOOR

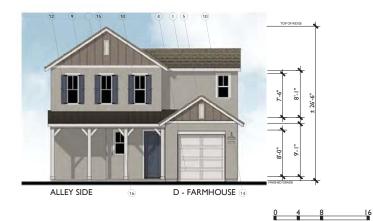
- SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS BOARD
- AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET
- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- 18. BRICK VENEER 19. METAL AWING

- 20. METAL RAILING 21. EXPOSED RAFTER TAILS



ROOF PLAN D PITCH: 4:12 U.N.O. RAKE: 6" & 12" EAVE: 12" ROOF MATERIAL: COMPOSITE SHINGLE





Bassenian | Lagoni





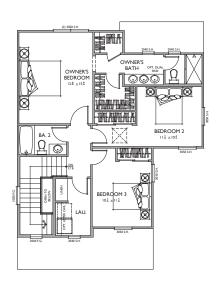
TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

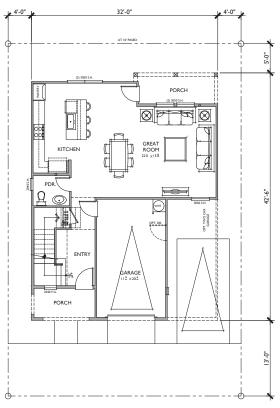
COTTAGE PLAN 1 **D-FARMHOUSE ELEVATIONS** AND ROOF PLAN



2ND FLOOR



IST FLOOR



PLAN 2 3 BEDROOMS / 2.5 BATHS I - CAR GARAGE

NOTE: ALL LOT SIZES AND SETBACKS AS DEFINED IN THE AVILA RANCH DEVELOPMENT PLAN





Bassenian | Lagoni





TRACT 3089
R-2 LAND USES WITHIN
PHASES 1, 2 & 3
SAN LUIS OBISPO, CA

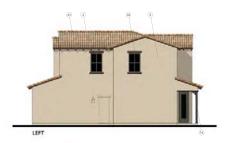
ARCHITECTURAL & DEVELOPMENT REVIEW

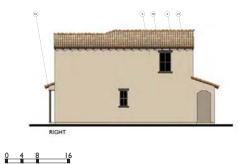
06.11.21

SHEET NAME

COTTAGE PLAN 2 A-SPANISH FLOOR PLAN







- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

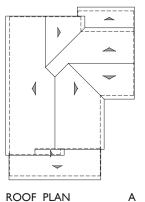
- 17. POT SHELF

 18. BRICK VENEER

 19. METAL AWING

 20. METAL RAILING

 21. EXPOSED RAFTER TAILS



ROOF PLAN

PITCH: 4:12 RAKE: 2" EAVE: 12" ROOF MATERIAL: CONCRETE "S" TILE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

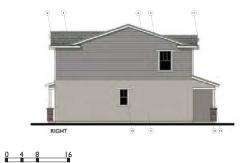
06.11.21

SHEET NAME

COTTAGE PLAN 2 A-SPANISH ELEVATIONS AND ROOF PLAN







- COMPOSITION ROOF CONCRETE 'S' TILE ROOF METAL ROOF ROLL-UP GARAGE DOOR

- SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

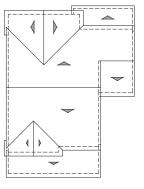
- 17. POT SHELF

 18. BRICK VENEER

 19. METAL AWING

 20. METAL RAILING

 21. EXPOSED RAFTER TAILS



ROOF PLAN

PITCH: 4:12 U.N.O RAKE: 6" & 12" EAVE: 12" ROOF MATERIAL: COMPOSITE SHINGLE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

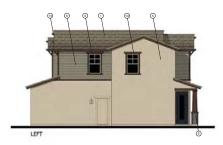
ARCHITECTURAL & DEVELOPMENT REVIEW

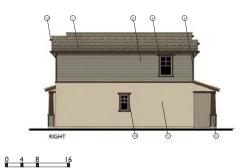
06.11.21

SHEET NAME

COTTAGE PLAN 2 **B-BUNGALOW ELEVATIONS** AND ROOF PLAN







- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

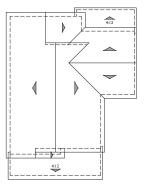
- 17. POT SHELF

 18. BRICK VENEER

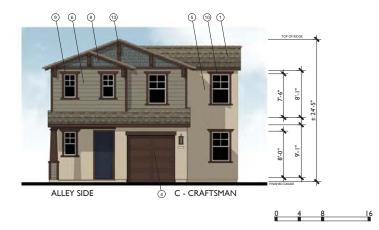
 19. METAL AWING

 20. METAL RAILING

 21. EXPOSED RAFTER TAILS



ROOF PLAN С PITCH: 4.5:12 U.N.O RAKE: 6" & 12" EAVE: 12" ROOF MATERIAL: COMPOSITE SHINGLE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

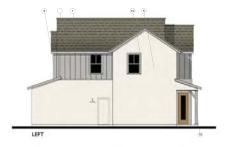
ARCHITECTURAL & DEVELOPMENT REVIEW

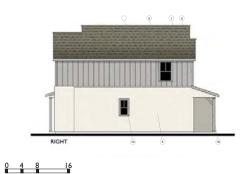
06.11.21

SHEET NAME

COTTAGE PLAN 2 C-CRAFTSMAN ELEVATIONS AND ROOF PLAN







- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET
- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

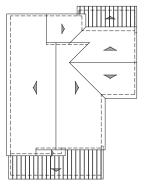
- 17. POT SHELF

 18. BRICK VENEER

 19. METAL AWING

 20. METAL RAILING

 21. EXPOSED RAFTER TAILS



ROOF PLAN D

PITCH: 4:12 RAKE: 6" EAVE: 12" ROOF MATERIAL: COMPSITE SHINGLE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

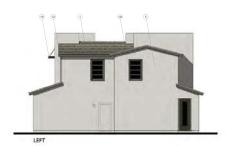
ARCHITECTURAL & DEVELOPMENT REVIEW

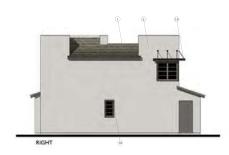
06.11.21

SHEET NAME

COTTAGE PLAN 2 D-FARMHOUSE ELEVATIONS AND ROOF PLAN







MATERIAL LEGEND

- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET
- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

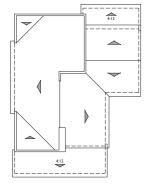
- 17. POT SHELF

 18. BRICK VENEER

 19. METAL AWING

 20. METAL RAILING

 21. EXPOSED RAFTER TAILS



ROOF PLAN PITCH: 3:12 U.N.O RAKE: 6" EAVE: 12" ROOF MATERIAL: COMPSITE SHINGLE





Bassenian | Lagoni





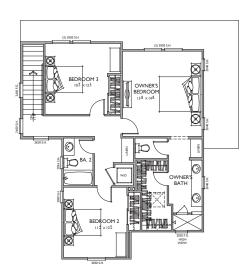
TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

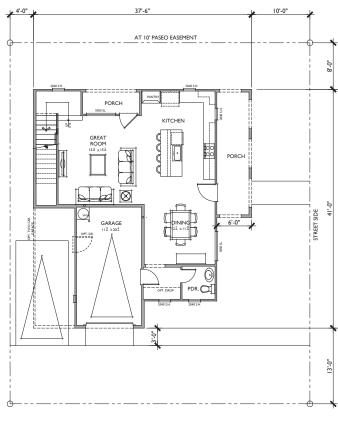
06.11.21

SHEET NAME

COTTAGE PLAN 2 E- CONTEMPORARY ELEVATIONS AND ROOF PLAN



2ND FLOOR



IST FLOOR

3 BEDROOMS / 2.5 BATHS I - CAR GARAGE

PLAN 3

FLOOR AREA TABLE	
IST FLOOR	805 SQ. FT.
2ND FLOOR	903 SQ. FT
TOTAL LIVING	1,708 SQ. FT.
I O I AL LIVII TO	.,
I - CAR GARAGE	240 SQ. FT
	, -

NOTE: ALL LOT SIZES AND SETBACKS AS DEFINED IN THE AVILA RANCH DEVELOPMENT PLAN





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

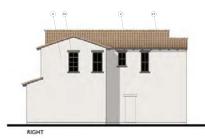
SHEET NAME

COTTAGE PLAN 3 A-SPANISH FLOOR PLAN

A7.1







MATERIAL LEGEND

- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HORIZONTAE SID CEMENTITIOUS BOARD AND BATTON SIDING CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

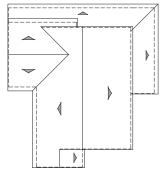
- 17. POT SHELF

 18. BRICK VENEER

 19. METAL AWING

 20. METAL RAILING

 21. EXPOSED RAFTER TAILS



ROOF PLAN Α PITCH: 4:12 RAKE: 2" EAVE: 12" ROOF MATERIAL: CONCRETE "S" TILE



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

COTTAGE PLAN 3 A-SPANISH ELEVATIONS AND ROOF PLAN









- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING

- CEMENTITIOUS HORIZONTAE SID CEMENTITIOUS BOARD AND BATTON SIDING CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET
- WOOD BRACKET
 LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

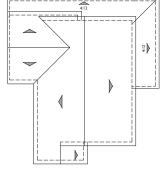
- 17. POT SHELF

 18. BRICK VENEER

 19. METAL AWING

 20. METAL RAILING

 21. EXPOSED RAFTER TAILS



ROOF PLAN

PITCH: 4.5:12 U.N.O RAKE: 6" & 12" EAVE: 12" ROOF MATERIAL: COMPOSITE SHINGLE



В



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

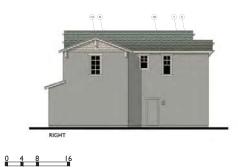
06.11.21

SHEET NAME

COTTAGE PLAN 3 **B-BUNGALOW ELEVATIONS** AND ROOF PLAN







- COMPOSITION ROOF CONCRETE 'S' TILE ROOF METAL ROOF ROLL-UP GARAGE DOOR

- SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

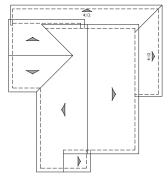
- 17. POT SHELF

 18. BRICK VENEER

 19. METAL AWING

 20. METAL RAILING

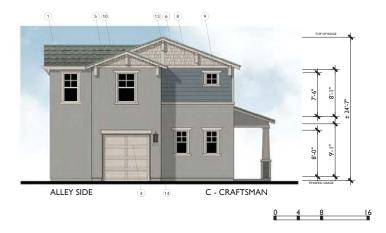
 21. EXPOSED RAFTER TAILS



ROOF PLAN

C

PITCH: 4.5:12 U.N.O RAKE: 6" & 12" EAVE: 12" ROOF MATERIAL: COMPOSITE SHINGLE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

COTTAGE PLAN 3 C-CRAFTSMAN ELEVATIONS AND ROOF PLAN





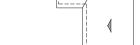


MATERIAL LEGEND

- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

- 18. BRICK VENEER 19. METAL AWING
- 20. METAL RAILING 21. EXPOSED RAFTER TAILS



4:12



)

PITCH: 7:12 U.N.O RAKE: 6" EAVE: 12" ROOF MATERIAL: COMPOSITE SHINGLE





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

COTTAGE PLAN 3 **D-FARMHOUSE ELEVATIONS** AND ROOF PLAN









- COMPOSITION ROOF
 CONCRETE 'S' TILE ROOF
 METAL ROOF
 ROLL-UP GARAGE DOOR
 SAND FINISH STUCCO
 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HONZONTAL SILL
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
- CEMENTITIOUS TRIM STUCCO OVER FOAM TRIM
- WOOD GRAIN CORBEL COMPOSITE SHUTTER WOOD BRACKET

- LIGHT FIXTURE
 GABLE END DETAIL
 WOOD POST
 POT SHELF

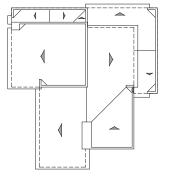
- 17. POT SHELF

 18. BRICK VENEER

 19. METAL AWING

 20. METAL RAILING

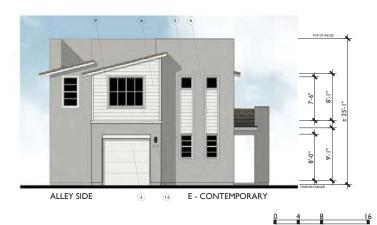
 21. EXPOSED RAFTER TAILS



ROOF PLAN

D

PITCH: 3:12 RAKE: 6" EAVE: 12" ROOF MATERIAL: COMPOSITE SHINGLE





Bassenian | Lagoni





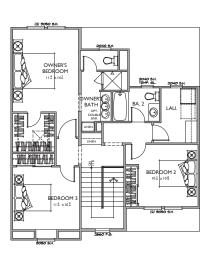
TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

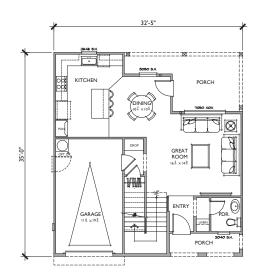
ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

COTTAGE PLAN 3 E- CONTEMPORARY ELEVATIONS AND ROOF PLAN





2ND FLOOR IST FLOOR



Bassenian | Lagoni





TRACT 3089
R-2 LAND USES WITHIN
PHASES 1, 2 & 3
SAN LUIS OBISPO, CA

ARCHITECTURAL &
DEVELOPMENT REVIEW

06.11.21

SHEET NAME

COTTAGE PLAN 4 A-SPANISH FLOOR PLAN

A8.1

NOTE: ALL LOT SIZES AND SETBACKS AS DEFINED IN THE AVILA RANCH DEVELOPMENT PLAN

695 SQ. FT. 856 SQ. FT.

202 SQ. FT.

50 SQ. FT.

1,551 SQ. FT.

PLAN 4

IST FLOOR

PORCH

2ND FLOOR

TOTAL LIVING

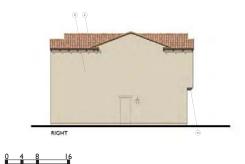
I - CAR GARAGE

3 BEDROOMS / 2.5 BATHS I - CAR GARAGE

FLOOR AREA TABLE







- COMPOSITION ROOF CONCRETE 'S' TILE ROOF METAL ROOF

- METAL ROOF

 ROLL-UP GARAGE DOOR

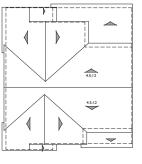
 SAND FINISH STUCCO

 CEMENTITIOUS HORIZONTAL SIDING
- CEMENTITIOUS HORIZONTAL SIE
 CEMENTITIOUS BOARD
 AND BATTON SIDING
 CEMENTITIOUS SHINGLE SIDING
 CEMENTITIOUS TRIM
 STUCCO OVER FOAM TRIM

- STUCCO OVER FOAM TR
 WOOD GRAIN CORBEL
 COMPOSITE SHUTTER
 WOOD BRACKET
 LIGHT FIXTURE

- GABLE END DETAIL WOOD POST POT SHELF BRICK VENEER

- BRICK VENEER
 METAL AWING
 METAL RAILING
 EXPOSED RAFTER TAILS



ROOF PLAN PITCH: 4:12 RAKE: 2" EAVE: 12" ROOF MATERIAL: CONCRETE "S" TILE



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

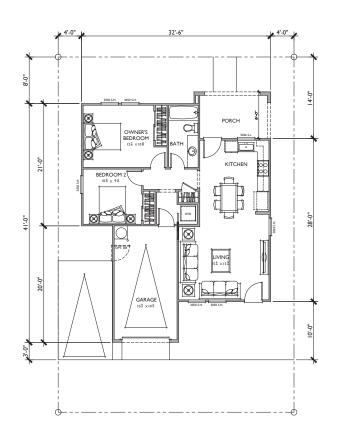
ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

COTTAGE PLAN 4 A-SPANISH ELEVATIONS AND ROOF PLAN

A8.2





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

COTTAGE PLAN 5 A-SPANISH FLOOR PLAN

A9.1

PLAN 5

2 BEDROOMS / I BATHS

I - CAR GARAGE

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION









- COMPOSITION ROOF CONCRETE 'S' TILE ROOF METAL ROOF

- 3. METAL ROOF
 4. ROLLEY GARAGE DOOR
 5. SAND FINISH STUCCO
 6. CEHENTITIOUS HORIZONTAL SIDING
 7. CEHENTITIOUS BOAD
 AND BATTON SIDING
 8. CEHENTITIOUS SHINGLE SIDING
 9. CEHENTITIOUS TRIM
 10. STUCCO OVER FOAH TIMM

- 10. STUCCO OVER FOAM TR.

 11. WOOD GRAIN CORBEL

 12. COMPOSITE SHUTTER

 13. WOOD BRACKET

 14. LIGHT FATURE

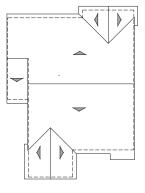
 15. GABLE END DETAIL

 16. WOOD POST

 17. POT SHELF

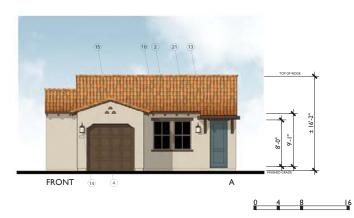
 18. BRICK VENEER

- BRICK VENEER
 METAL AWING
 METAL RAILING
 EXPOSED RAFTER TAILS



ROOF PLAN

PITCH: 4:12 RAKE: 2" EAVE: 12" ROOF MATERIAL: CONCRETE "S" TILE



Α



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

SHEET NAME

COTTAGE PLAN 5 A-SPANISH ELEVATIONS AND ROOF PLAN

A9.2



FRONT DOORS



COLUMNS + POSTS



GARAGE DOORS



SIDING



METAL AWNINGS



LIGHTING



C CONTEMPORARY





Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

06.11.21

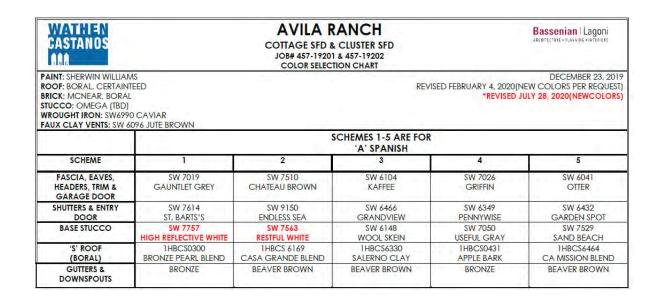
SHEET NAME

CONCEPTUAL ARCHITECTURAL DETAILS

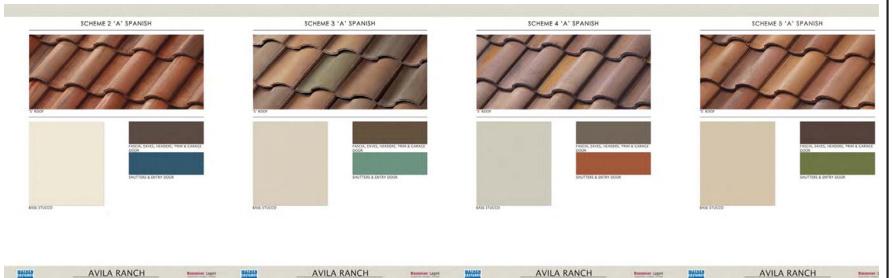
A10.0

EASTANOS		AVILA R COMAGE SED & COM AND TO TOOL COME MINCE	CLUSTER MD		Bassalin lapar			
egge schil, cittle egg, worden schil expects continued expects gov them								
			A SPANSA					
501446	.1		1	•				
FADOIA EAUTE HEADERS HIM IS SUREAGE DOOR	DAVISED TORS.	CHARACTECHIC	TAPES	50th	Table and the same of the same			
HEADERS THIS & SAME SOUR WATERS & SHEET SOUR	SW TATE ST. COLLEGE	Skiller between Skiller between Skiller between the Skiller between t			THE NAME OF THE PARTY OF T			
SARAGE DOOR SHATES & PART	38/361	SHEARING	TAPES	SHIP	OMER DES			
HAZERS THIS & SAMAGE DOOR WATERS & SHEET DOOR	THE PROPERTY OF THE PROPERTY O	Skiller Michell Skiller Skiller Michell Skiller Skiller	CANTEL CA	SARTH SE SAT PROTESTI SE TOO	SWARD GAMING SHIP GAMING SHIP			

COTTAGE SED & CLUSTER SED



COTTAGE SED & CLUSTER SED



COTTAGE SED & CLUSTER SED



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 06.11.21

A. Spanish - Color and Material Matrix

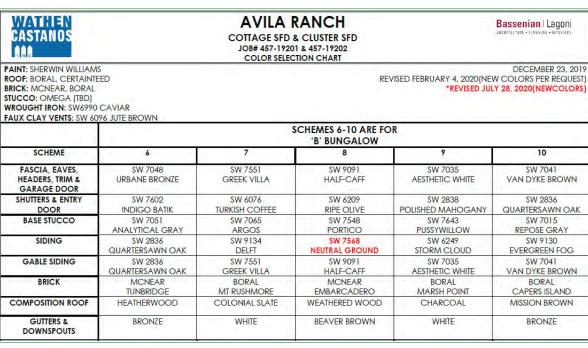
A10.1

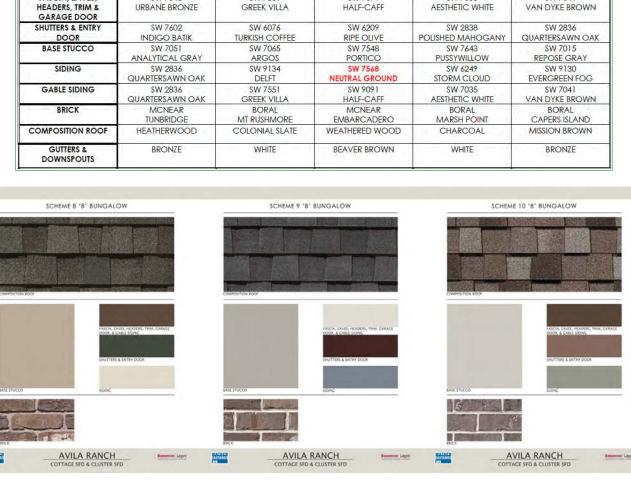
COTTACE SED & CLUSTER SED



SCHEME 7 'B' BUNGALOW

AVILA RANCH







Bassenian Lagoni ARCHITECTURE - PLANNING - INTERIORS





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & **DEVELOPMENT REVIEW**

> 11.24.20 Revised 06.11.21

B. Bungalow - Color and Material Matrix

A10.2



AVILA RANCH

COTTAGE SFD & CLUSTER SFD

SCHEME 12 'C' CRAFTSMAN

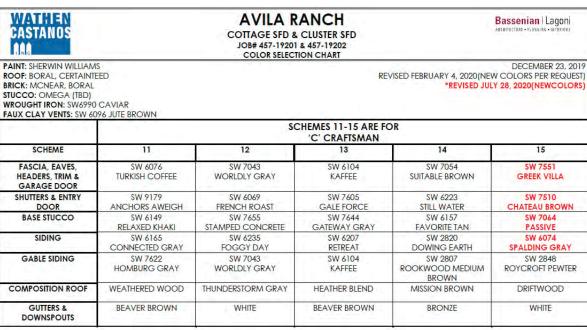
AVILA RANCH

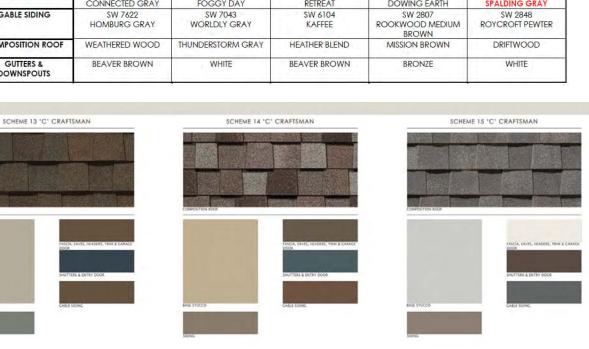
COTTAGE SED & CLUSTER SED

Bassenian Lagare

AVILA RANCH

COTTAGE SED & CLUSTER SED





AVILA RANCH

COTTAGE SED & CLUSTER SED



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 06.11.21

C. Craftsman- Color and Material Matrix

A10.3

Benneniae Lagor

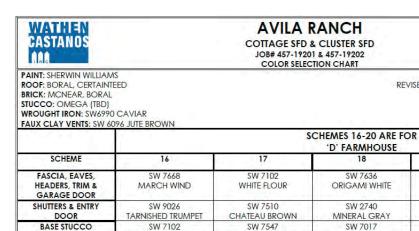
AVILA RANCH

COTTAGE SFD & CLUSTER SFD



AVILA RANCH

Bassenian Lagari



WHITE FLOUR

SW 7668

MARCH WIND

COLONIAL SLATE

OLD TOWN GRAY

CONONIAL GRAY

SIDING

COMPOSITION ROOF

METAL ROOF

GUTTERS &

DOWNSPOUTS

SANDBAR

SW 9164

ILLUSIVE GREEN

WEATHERED WOOD

BRONZE

WHITE

Bassenian Lagoni

*REVISED JULY 28, 2020(NEWCOLORS)

REVISED FEBRUARY 4, 2020 (NEW COLORS PER REQUEST)

19

SW 6203

SPARE WHITE

SW 6227

MEDITATIVE

SW 6203

SPARE WHITE

SW 6203

SPARE WHITE

DRIFTWOOD

BRONZE

WHITE

18

SW 7636

SW 2740

SW 7017

DORIAN GRAY

SW 7025

BACKDROP

MISSION BROWN

MUSKET

WHITE

DECEMBER 23, 2019

20

SW 7008

ALABASTER

SW 6988

BOHEMIAN BLACK

SW 7668

MARCH WIND

SW 9161

DUSTBLU

GEORGETOWN GRAY

OLD TOWN GRAY

WHITE

Bassenian Lagoni ARCHITECTURE - PLANNING - INTERIORS





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

> 11.24.20 Revised 06.11.21

D. Farmhouse - Color and Material Matrix

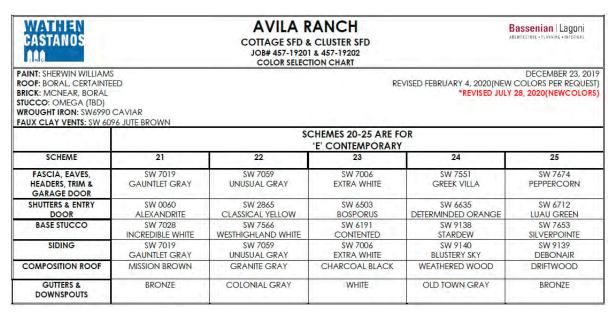
A10.4





AVILA RANCH

COTTAGE SFD & CLUSTER SFD



AVILA RANCH

COTTAGE SED & CLUSTER SED



AVILA RANCH

COTTAGE SED & CLUSTER SED



Bassenian | Lagoni





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

11.24.20 Revised 06.11.21

E. Contemporary - Color and Material Matrix

A10.5

AVILA RANCH

COTTAGE SED & CLUSTER SED

Recording Fees Exempt Pursuant to Government Code § 27383.

Recording Requested By And When Recorded Mail to:

City of San Luis Obispo c/o City Clerk 990 Palm Street San Luis Obispo, California 93401

2017053192

Tommy Gong San Luis Obispo - County Clerk-Recorder 11/17/2017 01:41 PM

Recorded at the request of:

Titles: 1

Pages: 124

Fees: \$0.00 Taxes: \$0.00 Total: \$0.00



RECEIVED

NOV 2 0 2017

SLO CITY CLERK

DEVELOPMENT AGREEMENT BY AND BETWEEN

THE CITY OF SAN LUIS OBISPO

AND

AVILA RANCH, LLC

RELATING TO
THE AVILA RANCH SPECIFIC PLAN

(The "AVILA RANCH DEVELOPMENT AGREEMENT")

As Adopted by the San Luis Obispo City Council on October 3, 2017 by Ordinance No. 1639 (2017 Series)

TABLE OF CONTENTS

RECITALS A	AND DEFINITIONS
AGREEMEN	т
ARTICLE 1.	GENERALLY
	Section 1.01. Definition of "Avila Ranch"
	Section 1.02. Effective Date
	Section 1.03. Term
	Section 1.04. Execution and Recordation of Agreement
ARTIO	CLE 2. DESCRIPTION OF THE PROJECT
	Section 2.01. In General
	Section 2.02. Project Approvals
	Section 2.03. Subsequent Approvals
	Section 2.04. Subsequent Approval Documents
	Section 2.05. Approvals
ARTIC	CLE 3. DEVELOPMENT OF PROJECT IN GENERAL7
	Section 3.01. Consideration to Avila Ranch7
	Section 3.02. Consideration to City7
	Section 3.03. Rights of Avila Ranch Generally7
	Section 3.04. Rights of City Generally
	Section 3.05. Project Parameters
ARTIC	CLE 4. APPLICABLE LAW8
	Section 4.01. In General
	Section 4.02. Application of Other City Laws8
	Section 4.04. State and Federal Law9
ARTIC	LE 5. FINANCIAL COMMITMENTS OF CITY AND AVILA RANCH9

	Section 5.01. In General	9
	Section 5.02.Basic Principles	9
	Section 5.02.2. Financing of Infrastructure; Operation and Maintenance	10
	Section 5.03. Establishment of Financing Mechanisms	11
	Section 5.04. Imposition of and Increases in Fees, Taxes, Assessments and Other Charges	12
	Section 5.05. Other Commitments of City and Avila Ranch Related to Financing	14
	Section 5.05.4. Other Shortfalls of City	17
	COMMITMENTS OF CITY AND AVILA RANCH RELATED TO LIC IMPROVEMENTS	18
	Section 6.01. Backbone Infrastructure Phasing Plan	18
	Section 6.02. Construction and Dedication of Project Facilities and Infrastructure	18
	Section 6.03. Dedications	19
	Section 6.04. Cooperation with Respect to Project Facilities and Infrastructure	19
ARTI	CLE 7. OTHER COMMITMENTS OF CITY AND AVILA RANCH	21
	Section 7.01. Mutual Cooperation for Other Governmental Permits	21
	Section 7.02. Timing of Development	21
	Section 7.03. Dedication of Park Lands	22
	Section 7.04. Dedication of Open Space and Agricultural Lands	22
9.	Section 7.05. Affordable Housing and Workforce Housing	23
	Section 7.07. Energy	23
	Section 7.08. Water	23
	Section 7.09. Storm Drain Facilities	24
	Section 7.10 Interim Fire Station	24

Section 7.11. Traffic and Circulation Improvements	2
Section 7.12. Bicycle and Multimodal Transportation Improvements	2
Section 7.13. Miscellaneous	2
ARTICLE 8. CONSIDERATION OF PERMITS AND APPROVALS	20
Section 8.01. In General.	20
Section 8.02. General Plan and AASP Amendments	2
Section 8.03. CEQA Compliance.	2
Section 8.04. Life of Approvals	27
Section 8.05. Vesting Maps	27
Section 8.06. Need for Flexibility	27
ARTICLE 9. AMENDMENTS	28
Section 9.01. Amendments of Agreement.	28
ARTICLE 10. ANNUAL REVIEW	28
Section 10.01. Annual Review	28
ARTICLE 11. MITIGATION MONITORING AND REPORTING PROGRAM EVALUATION; DEVELOPMENT AGREEMENT REVIEW	29
Section 11.01. Mitigation Monitoring and Reporting Program Evaluation.	
Section 11.02. Development Agreement Review	29
ARTICLE 12. DEFAULT, REMEDIES, TERMINATION OF DEVELOPMENT AGREEMENT	30
Section 12.01. Defaults	30
Section 12.01.1. Notice and Cure.	30
Section 12.01.2. Actions during Cure Period.	30
Section 12.02. Remedies of Non-Defaulting Party.	30
Section 12.03. Termination Due to Default	32
Section 12.03.2. Procedures for Termination	32

ARTICLE 13. ASSIGNMENT, TRANSFER AND NOTICE	3
Section 13.02. Transfers In General.	33
Section 13.02.02. City Review of Release Provisions	33
ARTICLE 14. MORTGAGEE PROTECTION	34
ARTICLE 15. GENERAL PROVISIONS	35
Section 15.01. Incorporation of Recitals and Exhibits	35
Section 15.02. Project is a Private Undertaking	36
Section 15.03. Cooperation in the Event of Legal Challenge	36
Section 15.04. Defense and Indemnity	36
Section 15.05. Governing Law; Attorneys' Fees	37
Section 15.06. Force Majeure	37
Section 15.07. Waiver	37
Section 15.08. Notices	38
Section 15.09. No Joint Venture or Partnership	39
Section 15.10. Severability	39
Section 15.11. Estoppel Certificate	39
Section 15.12. Further Assurances	39
Section 15.13. Construction	39
Section 15.14. Other Miscellaneous Terms	40
Section 15.15. Counterpart Execution	40
Section 15.16. Time	40
Section 15.17. Good Faith/Fair Dealing	40
Section 15 19 Exhibits	40

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SAN LUIS OBISPO AND AVILA RANCH, LLC RELATING TO THE AVILA RANCH DEVELOPMENT PLAN

THIS DEVELOPMENT AGREEMENT is entered into this 2nd day of November, 2017 ("Execution Date"), by and between the CITY OF SAN LUIS OBISPO, a municipal corporation and charter city ("City"), and AVILA RANCH, LLC, a California limited liability company ("Avila Ranch" or "Developer"), hereinafter referred to in this Development Agreement individually as a "Party" and collectively as the "Parties," as appropriate.

RECITALS AND DEFINITIONS

- A. The "Project," as referenced in this Development Agreement, consists of the development of housing, neighborhood commercial buildings, parks, agricultural and open space uses, and various public infrastructure facilities located within the Avila Ranch subarea of the Airport Area Specific Plan area on the southwestern boundary of the City, as more particularly described and defined in Section 2.01 below.
- B. The "Property," as referenced in this Development Agreement, consists of approximately 150 acres of land that has been designated for development as part of the Airport Area Specific Plan (the "AASP Area"). The property comprising the Property is more fully shown on **Exhibit A** attached hereto and incorporated herein by this reference. **Exhibit B** attached hereto sets forth the legal description for the Property. Avila Ranch represents and warrants to City that as of the Execution Date, Avila Ranch has a legal or equitable interest in the Property.
- C. Upon the effective date of the City ordinance approving this Development Agreement, this Development Agreement becomes Effective, as defined in Section 1.02 below, as to the Property and the City will record it against the Property.
- D. On December 9, 2014, City adopted an update to the Land Use and Circulation Elements of the City's General Plan that included the AASP Area. The City's General Plan designates the Property for a variety of land uses including residential, neighborhood commercial, open space, and agricultural, and provides for the development of these uses so as to benefit the City and its residents
- E. City and Avila Ranch have engaged in a cooperative and successful relationship to establish a development plan for the Property (the "Development Plan"). These efforts have culminated in the City's adoption and approval of the following entitlements:
 - (1) The Final Environmental Impact Report and associated Mitigation Monitoring and Reporting Plan (including all mitigation measures therein) for the project certified and adopted, respectively, by Resolution No. 10832 (2017 Series), on September 19, 2017.

- (2) The Amendment to Airport Area Specific Plan as amended by Resolution No. 10832 (2017 Series), adopted September 19, 2017.
- (3) The City's zoning map as amended by Ordinance No. 1638 (2017 Series), adopted October 3, 2017.
- (4) The Development Plan approved by Resolution No. 10832 (2017 Series), on September 19, 2017.
- (5) Vesting Tentative Tract Map #3089 (Avila Ranch) approved by Resolution No. 10832 (2017 Series), on September 19, 2017.
- (6) Ordinance No. 1639 (2017 Series) dated October 3, 2017 adopting this Development Agreement ("the Adopting Ordinance").
- (7) The amendment to the City General Plan, as amended by Resolution No. by Resolution No. 10832 (2017 Series), on September 19, 2017.
- (8) The conditions of approval of each of the foregoing.

These approvals described in this Recital E, together with the Environmental Impact Report and related Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Plan described in Recital F below, are referred to herein, collectively, as the "Entitlements" or "Project Entitlements."

- F. Before approving the Entitlements described in Recital E above, the City Council of the City of San Luis Obispo: (i) reviewed and considered the significant environmental impacts of the Project and several alternatives to the Project, as described in that certain Final Environmental Impact Report (the "Project EIR") and (ii) adopted Resolution No. No. 10832 (2017 Series), on September 19, 2017 to certify the Project EIR, making Findings Concerning Mitigation Measures and Alternatives (the "Findings"), adopting a Statement of Overriding Considerations, and adopting a Mitigation Monitoring and Reporting Plan (the "MMRP"), all in accordance with the provisions of the California Environmental Quality Act, California Public Resources Code section 21000 et seq. ("CEQA").
- G. One of the principal purposes of this Development Agreement is to further the cooperative relationship between City and Avila Ranch for the benefit of all residents of San Luis Obispo during the implementation of the Project. The City and Avila Ranch join as Parties to this Development Agreement to ensure the requirements of the Development Agreement Statute (California Government Code section 65864 et. seq.) are satisfied. As more fully set forth below, this Development Agreement contains both covenants of a personal nature and covenants and/or servitudes that run with title to the Property.
- H. This Development Agreement is based upon and was written to achieve these purposes:

- (1) that the City shall be kept and/or made "whole" by Avila Ranch as to the Property and by other property owners with respect to their respective properties with respect to all aspects (e.g., fiscal impacts, etc.) of the planning, development, maintenance and operation of the AASP Area including, among other things, the costs to the City of providing the Project with public services and facilities, the payment of City's costs associated with the implementation of the Development Agreement, the Entitlements, all other planning and environmental efforts described and envisioned by the Development Agreement, the Subsequent Approvals (as defined in Section 2.04 below) and the Project, and the mitigation of the Project's environmental impacts.
- (2) that once this Development Agreement has taken legal effect, Avila Ranch shall have a full and vested right, throughout the term of this Development Agreement, to the Rights and Obligations as to the Property;
- (3) that this Development Agreement is intended to reduce the uncertainty in planning and implementation for and, and to secure the orderly development of, the Project, ensure a desirable and functional community environment, provide effective and efficient development of public facilities, infrastructure and services appropriate for the development of the Project, ensure maximum effective utilization of resources within the City, and provide other significant benefits to the City and its residents;
- (4) to secure Project features and Development conditions above and beyond those that may be levied by the City under existing zoning and development regulations and the FEIR;
- to provide Developer with a reliable and definitive form of reimbursement for offsite and onsite infrastructure beyond its fair share;
- (6) that this Development Agreement is intended to be consistent with and to implement the City's General Plan, and more particularly the achievement of the community's development objectives for the Property as set forth in Policy 8.1.6 of the Land Use Element;
- (7) that the development of the Project will enable the City to capture sales taxes that are being leaked to other communities because of the jobs-housing imbalance;
- (8) that the development of the Project would result in the capture of an estimated 540 households that commute to jobs in San Luis Obispo, resulting in the reduction of Countywide vehicle miles traveled for those trips by approximately 4.0 million miles per year; and
- (9) that the value of the obligations of the Developer pursuant to this Development Agreement are anticipated to be above and beyond those necessary to serve the Project.

The Rights and Obligations of the Parties to this Development Agreement shall be construed and interpreted so as shall give full effect to each and all of these purposes.

- I. As used in this Development Agreement, "Rights" shall mean all of the vested and other rights and benefits of the Development Agreement, and the term "Obligations" shall mean all of the duties, obligations, responsibilities and other burdens of the Development Agreement. References to lot numbers in this Development Agreement refer to lots as numbered in Vesting Tentative Tract Map. No. 3089 dated April 26, 2017.
- J. As used in this Development Agreement, the terms, phrases and words shall have the meanings and be interpreted as set forth in this Development Agreement (the meaning given the term in the singular shall include the term in the plural and vice versa) unless the context clearly indicates the Parties intended another meaning. To the extent that any capitalized terms contained in this Development Agreement are not defined within it, then such terms shall have the meaning ascribed to them in the City Laws, other applicable law or, if no meaning is given a term in any of those sources, the common understanding of the term shall control.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth in this Development Agreement, the Parties hereby agree as follows:

ARTICLE 1. GENERALLY

Section 1.01. Definition of "Avila Ranch." As used herein, "Avila Ranch" means Avila Ranch, LLC, as that business entity existed on the Effective Date and any permitted successor, assign, or transferee of Avila Ranch, LLC.

Section 1.02. Effective Date. This Development Agreement is entered into by and between the City and Avila Ranch and takes legal effect on November 2, 2017, the date that Ordinance No. 1639 (2017 Series) approving the Development Agreement takes legal effect ("Effective Date"). The terms and conditions of this Development Agreement shall be for the benefit of or a burden upon the Property, shall run with title to the Property, and shall be binding upon Avila Ranch and its permitted successors, assigns and transferees during their respective ownerships of any portion of the Property.

Section 1.03. Term.

Section 1.03.1. In General.

(a) The term of this Development Agreement shall commence upon the Effective Date and shall continue until, and terminate upon, the earliest of the following dates ("Termination Date"):

- (1) 12:01 a.m. on the anniversary of the Effective Date, 2037, unless Avila Ranch requests, and the City approves, an extension of the Term for an additional 10-year period, in which case the Termination Date shall be 12:01 on the anniversary of the Effective Date, 2047. Such request for extension shall be submitted, in writing, to the City Manager at least 180 days, but no earlier than 365 days, before the 2037 Termination Date. The City may deny the request if Avila Ranch is not in compliance with all of its Obligations under this Development Agreement;
- (2) 12:01 a.m. on the anniversary of the Effective Date, 2024, should Avila Ranch fail to substantially complete the Backbone Infrastructure for Phases 1 and 2 of the Project in accordance with the Project's Phasing Plan as set forth in Section 6.01, below. As used herein, "substantially complete" means that all of the Backbone Infrastructure required for Phases 1 and 2 listed in the phasing schedule is actively under construction and is being diligently prosecuted to completion, with all bonds in place.
- (3) This Development Agreement may be terminated with respect to the property included in a recorded final subdivision map creating residential lots on any portion of the Property, provided that no further on-site or off-site infrastructure is required and no conditions remain to be satisfied before building permits can be issued for the development of lots depicted on that map. Concurrently with or following recordation of such a subdivision map as to any portion of the Property, Avila Ranch may request in writing and the Community Development Director shall not unreasonably withhold a certificate of termination of this Development Agreement, in recordable form, solely as to the property included in such a final recorded map which meets the foregoing requirements; provided that no such certificate need issue if obligations to the City under this Development Agreement remain unfulfilled which are not made conditions of the approval of the subdivision map. Upon the Community Development Director's recordation of such a certificate, this Development Agreement shall terminate as to the land covered by such final map. If Avila Ranch does not request or the Community Development Director does not issue such a certificate, this Development Agreement shall continue to apply to any lot depicted on such a subdivision map until this Development Agreement otherwise expires or terminates according to its terms.
- (b) This Development Agreement shall be of no further force, effect or operation upon the Termination Date. Subject to the provisions of Section 8.04 below, in no event shall the expiration or termination of this Development Agreement result in expiration or termination of any Approval without further action of City.

Section 1.04. Execution and Recordation of Agreement.

Section 1.04.1. Execution and Recordation. Avila Ranch shall execute this Development Agreement, in conformance with Section 15.15 of this Development Agreement, within five business days of date of adoption of the Adopting Ordinance referenced in Recital E above.

Provided Avila Ranch has so executed this Development Agreement, City shall execute this Agreement, in conformance with Section 15.15 of this Agreement, within five business days of execution of this Development Agreement by Avila Ranch.

Section 1.04.2. Recordation. City shall deliver this Development Agreement to the County Recorder for recordation within 10 days following its execution.

ARTICLE 2. DESCRIPTION OF THE PROJECT

Section 2.01. In General. As used herein, "Project" means the development of the Property as described in the "Project Approvals" (defined in Section 2.02 below), including all on-site and off-site "Project Facilities and Infrastructure" (defined in Section 5.02.1 below).

Section 2.02. Project Approvals. As used herein, "Project Approvals" include, but are not limited to: (i) those provisions of City's General Plan that relate to or affect the Property, as the General Plan existed on the Effective Date and as it may be amended from time to time consistently with this Development Agreement (the "General Plan"), (ii) those provisions of the Development Plan (including the Design Guidelines) that relate to or affect the Property, as incorporated into the Specific Plan, as the Development Plan existed on the Effective Date and as it may be amended from time to time consistently with this Development Agreement (the "Development Plan"), (iii) the zoning of the Property, as it existed on the Effective Date and as it may be amended from time to time consistently with this Development Agreement thereafter (the "Zoning") and (iv) the other entitlements listed in Recital E above; provided that "Project Approvals" shall not mean or include amendments to the General Plan, AASP or Zoning of the Property that conflict with the Project Approvals as they existed on the Effective Date unless Avila Ranch consents in writing to such conflicting amendments.

Section 2.03. Subsequent Approvals. As used herein, "Subsequent Approvals" mean those permits and approvals (other than the Project Approvals and amendments thereto) necessary or desirable for the development of the Project including, without limitation, those identified in Section 2.04 below.

Section 2.04. Subsequent Approval Documents. The "Subsequent Approvals" defined in Section 2.03 above include, but are not limited to: (i) subdivision maps and related or similar approvals issued under the California Subdivision Map Act, (ii) development permits (including Site Plan Reviews and Conditional Use Permits as described in the Specific Plan), (iii) architectural review and design review approvals (as described in the Specific Plan), (iv) any other discretionary or ministerial permits or approvals of City necessary or appropriate for build-out of the Project and Property, and (vi) any amendments to any of the foregoing necessary or appropriate for the development of the Project.

Section 2.05. Approvals. Project Approvals, amendments to Project Approvals, and Subsequent Approvals are sometimes referred to in this Development Agreement collectively as the "Approvals" and each individually as an "Approval."

ARTICLE 3. DEVELOPMENT OF PROJECT IN GENERAL

Section 3.01. Consideration to Avila Ranch. The Parties acknowledge and agree that City's agreement to perform and abide by the covenants and Obligations of City set forth herein is material consideration for Avila Ranch's agreement to perform and abide by the covenants and Obligations of Avila Ranch set forth herein.

Section 3.02. Consideration to City. The Parties acknowledge and agree that Avila Ranch's agreement to perform and abide by the covenants and Obligations of Avila Ranch set forth herein is material consideration for City's agreement to perform and abide by the covenants and Obligations of City set forth herein.

Section 3.03. Rights of Avila Ranch Generally. Avila Ranch shall have a fully vested right to develop the Project and to use the Property consistently with this Development Agreement and Applicable Law.

- (a) During the Term of this Development Agreement, the Developer shall have a vested right to develop the Property to the full extent permitted by the Entitlements and this Development Agreement. Except as provided within this Development Agreement, the Entitlements shall exclusively control the development of the Property, including the uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservations or dedications of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project. The maximum number of residential units authorized to be constructed hereunder and the approximate acreage of commercial development is 720 residential units and approximately 15,000 square feet of commercial development. In furtherance of the foregoing, the Developer retains the right to apportion the uses, intensities and densities, between itself and any other owners of the Property, upon the sale, transfer or assignment of any portion of the Property, so long as such apportionment is consistent with the Entitlements and this Development Agreement.
- (b) Subject to the City's exercise of its police power authority the Developer shall have a vested right to: (i) receive from the City all future development approvals for the Property that are consistent with and implement the Entitlements and this Development Agreement; (ii) not have such approvals be conditioned or delayed for reasons which are inconsistent with the Entitlements or this Development Agreement; and (iii) develop the Property in a manner consistent with such approvals in accordance with the Entitlements and this Development Agreement. All future development approvals for the Property, including without limitation general plan amendments, zoning changes, or parcel maps or tract maps, shall upon approval of the City be vested in the same manner as provided in this Development Agreement as for the Entitlements.

Section 3.04. Rights of City Generally. City shall have a right to regulate development of the Project and use of the Property consistently with this Development Agreement and Applicable Law.

Section 3.05. Project Parameters. The permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of buildings included in the Project, and provisions for the reservation and dedication of land shall be as set forth herein and in the Project Approvals.

ARTICLE 4. APPLICABLE LAW

Section 4.01. In General.

Section 4.01.1. Applicable Law Defined. Except as the Parties may otherwise agree, the rules, regulations and official policies applicable to the Project and the Property during the Term of this Development Agreement shall be those set forth in this Development Agreement and, except as otherwise set forth herein, the rules, regulations and official policies of City (including the plans, municipal codes, ordinances, resolutions and other local laws, regulations, capital facilities fees and policies of City) in force and effect on the Effective Date (collectively, "Applicable Law").

Section 4.01.2. Approvals as Applicable Law. Applicable Law shall include, without limitation, Approvals as they may be issued from time to time consistently with this Agreement.

Section 4.02. Application of Other City Laws.

Section 4.02.1. No Conflicting City Laws.

- (a) City may apply to the Project and the Property any rule, regulation or official policy of City (including any plan, municipal code, ordinance, resolution or other local law, regulation, capital facility fee or policy of City) (each a "City Law") that does not conflict with Applicable Law or this Agreement. City shall not, however, without the written consent of Avila Ranch apply to the Project or the Property (whether by initiative, referendum, imposition of mitigation measures under CEQA or otherwise) any City Law that is in conflict with Applicable Law or this Agreement.
- (b) If City attempts to apply to the Project a City Law which Avila Ranch believes to conflict with Applicable Law or this Agreement, Avila Ranch shall give City written notice describing the legal and factual basis for Avila Ranch's position. The Parties shall meet and confer within 30 days of City's receipt of such written notice to seek to resolve any disagreement. If no mutually acceptable solution can be reached, either Party may take such action as may be permitted under Article 12 below.

Section 4.03. Uniform Codes and Standard Specifications.

- (a) Nothing herein shall prevent City from applying to the Project standards contained in uniform building, construction, fire or other uniform codes, as the same may be adopted or amended from time to time by City, provided that the provisions of any such uniform code shall:
 - Apply to the Project only to the extent that such code is in effect on a Citywide basis; and
 - (2) With respect to those portions of any such uniform code that have been adopted by City without amendment, be interpreted and applied consistently with the generally prevailing interpretation and application of such code in California.
- (b) Nothing herein shall prevent City from applying to the Project standards and specifications for public improvements (e.g., streets, storm drainage, parking lots, and driveway widths) adopted or amended from time to time by City, provided that such standards and specifications shall apply to the Project and the Property only to the extent that they are in effect on a City-wide basis.

Section 4.04. State and Federal Law.

- (a) Nothing herein shall prevent City from applying to the Project or the Property any change in City Law required by: (i) state or federal law; or (ii) any governmental agency that, due to the operation of state law (and not the act of City through a memorandum of understanding, joint exercise of powers or other agreement entered into after the Effective Date), has binding legal authority on City.
- (b) If the application of such changes prevents or precludes performance of one or more provisions of this Development Agreement, City and Avila Ranch shall take any and all such actions as may be necessary or appropriate to ensure the provisions of this Development Agreement shall be implemented to the maximum extent practicable.

ARTICLE 5. FINANCIAL COMMITMENTS OF CITY AND AVILA RANCH

Section 5.01. In General. This Article 5 establishes a framework for the imposition and allocation to the extent permitted by law of fees, taxes, assessments and other revenues to be generated and/or paid by the Project and/or the Property. The provisions of this Article 5 are intended to prevent the Project from resulting in negative fiscal impacts on City as determined by the fiscal impact analysis prepared for the Project; to facilitate the construction, operation and maintenance of infrastructure and facilities to avoid or limit the physical impacts of development; and to assist in the development of the Project so as to provide long-term fiscal and other benefits to City, including increased employment opportunities, an increased tax base and revenues to City, and an enhanced quality of life for the City's residents.

Section 5.02. Basic Principles.

Section 5.02.1. General.

- (a) This Article 5 is intended to serve two basic purposes: first, that there shall be no cost to City for the construction of the fair share allocation of public facilities and infrastructure needed to serve the Project or the Property or for the provision of municipal services to the Project or the Property, including the operation and maintenance of facilities and infrastructure to serve the Project (collectively, the "Project Facilities and Infrastructure"); and second, that all costs associated with the construction of Project Facilities and Infrastructure, and the provision of municipal services to the Project and the Property (including the operation and maintenance of Project Facilities and Infrastructure) shall be borne by the Project alone.
- The cost of providing Project Facilities and Infrastructure to the Project or the (b) Property shall be consistent with the following principles: Except as otherwise specifically permitted by this Development Agreement and not in limitation of any other provisions hereof, (i) there shall be a reasonable relationship between any municipal cost required to be borne by the Project and the type of development within the Project to which such cost is attributable; (ii) there shall be a reasonable relationship between the need to incur any such municipal cost and the type of development within the Project to which such cost is attributable; (iii) no municipal cost required to be borne by the Project shall exceed the estimated reasonable cost of providing the service or facility to which such municipal cost relates; and (iv) with respect to any fee required to finance Project Facilities and Infrastructure, there shall be a reasonable relationship between the amount of the fee and the cost of the Project Facilities and Infrastructure funded by such fee. Wherever this Development Agreement requires a "reasonable relationship" between the Project and any requirement imposed thereon, there shall be required an essential nexus between the Project and such requirement and rough proportionality in the allocation of a municipal cost or fee both internally to various portions of the Property and as between the Project and other projects within the City.
- (c) As used herein, the term "Project Facilities and Infrastructure" shall include public facilities and infrastructure only to the extent they serve the Project, and shall not include public facilities or infrastructure to the extent such facilities or infrastructure serve projects or areas other than the Project or the Property, unless the public facilities and infrastructure serving the Project or Property are required to be oversized to serve other projects or areas in accordance with the provisions of Section 6.02.2 below.

Section 5.02.2. Financing of Infrastructure; Operation and Maintenance. Prior to or concurrent with the adoption of this Development Agreement City shall consider in good faith establishing and forming a mechanism or mechanisms to finance Project Facilities and Infrastructure and Project-related municipal services or the operation and maintenance portion of

the Project Facilities and Infrastructure, such as a Mello-Roos District, Landscaping and Lighting Districts, or other Maintenance Assessment Districts, in accordance with the following principles:

- (1) The level of municipal services provided to the Project, including the level of operation and maintenance of Project Facilities and Infrastructure, shall be at least equal or superior to the level of service provided elsewhere in the City.
- (2) Any costs associated with such mechanism shall be borne by the Project, which may be reimbursed by the financing mechanism.
- (3) The City may require as a condition of approval of a tentative subdivision or parcel map a financing mechanism or mechanisms to finance the operation and maintenance of Project Facilities and Infrastructure.
- (4) In accordance with and subject to Section 7.13.1 below, Avila Ranch shall include within the Covenants, Conditions and Restrictions (CC&Rs) required for each subdivision of the Property a requirement that the Master Homeowners' Association, and or each Homeowners' Association for a subdivision within the Property (each, an "HOA"), shall assume responsibilities to maintain, repair and insure the following items in the event that such financing mechanism is dissolved or in the event that the fees, assessments, or taxes generated thereby are repealed or reduced other than by discretionary action by the City Council. In such event the HOA shall assume responsibility to maintain, repair and insure for the publiclyowned facilities within the Property (as to a Master HOA) or subdivision (as to another HOA), including but not limited to, Parks A through F, H and I, and "Stevenson Park"; landscaped parkways and trees; low-impact-development treatment facilities; and riparian open space, but expressly shall not assume responsibility to maintain, repair and insure streets, curbs, gutters, sidewalks, regional park (Park G), farmed agricultural open space, landscape paseos connecting the public parks, retaining walls adjacent to the open space corridors, bike paths, bike path bridges and bike path facilities (including bike paths and bike path facilities in the County). Avila Ranch shall include the City as a thirdparty beneficiary of these CC&Rs in language acceptable to the City Attorney, which shall grant the City the right to perform the maintenance, repair and insurance obligations and to impose assessments against the affected parcels in the event an HOA fails to perform its obligations under this subparagraph (4).

Section 5.03. Establishment of Financing Mechanisms.

Section 5.03.1. Procedures for Establishment. The establishment of any mechanism to finance the operation or maintenance of Project Facilities and Infrastructure (each a "Financing Mechanism") shall be initiated upon Avila Ranch's written request to the City's Finance Director. Such request shall outline the purposes for which the Financing Mechanism is to be established and the general terms and conditions upon which the establishment of the Financing Mechanism will be based. City's consideration of Avila Ranch's request shall be consistent with

the criteria set forth in Section 5.02 above. If Avila Ranch requests the City form a Mello-Roos Community Facilities District to finance the operation or maintenance of Project Facilities and Infrastructure, City shall use its best efforts to cause such district to be formed and special taxes to be levied to the extent permitted by Applicable Law.

Section 5.03.2. Nature of City Participation. City's participation in the formation of any Financing Mechanism approved by City (and its operation thereafter) and in the issuance of any Project Debt approved by the City shall include all of the usual and customary municipal functions associated with such tasks including, without limitation, the formation and administration of special districts; the issuance of Project Debt; the monitoring and collection of fees, taxes, assessments and charges such as utility charges; the creation and administration of enterprise funds; the enforcement of debt obligations and other functions or duties authorized or mandated by Applicable Law.

Section 5.04. Imposition of and Increases in Fees, Taxes, Assessments and Other Charges.

Section 5.04.1. Taxes and Assessments.

- (a) During the Term of this Development Agreement, Avila Ranch shall be bound to and shall not protest, challenge, or cause to be protested or challenged, any City tax in effect on the Effective Date.
- (b) No assessment shall be imposed on the Project or the Property other than through a Financing Mechanism as set forth above.
- (c) No new debt shall be issued that affects the Project or the Property without Avila Ranch's approval, unless such debt otherwise conforms with the requirements of Articles XIII C and D of the California Constitution and any requisite voter approval is achieved, in which case the City may issue debt even if Avila Ranch votes against the matter.

Section 5.04.2. Other Fees and Charges; Credits and Reimbursements.

- (a) City shall impose against or apply to the Project or the Property only those financial obligations (other than taxes and assessments) described in this Section 5.04.2. Except as otherwise specifically stated below, any financial obligation imposed against or applied to the Project under this Section 5.04.2 shall be consistent with the provisions of controlling California law, including California Government Code section 66000 et seq. and California Constitution, article XIII A and its implementing statutes.
- (b) The Developer shall be required to pay all City-wide, Airport Area Specific Plan, Los Osos Valley Road ("L.O.V.R.") Interchange Impact Fees, and Project-specific development impact fees, excluding sewer and water impact fees addressed in section 5.04.2(c) immediately below, for the Project's fair share of the cost to mitigate Project impacts as identified in the Final Environmental Impact Report

(FEIR), Specific Plan, conditions of approval or otherwise specified in the Development Agreement in effect when each final map is recorded in accordance with AB1600 analysis. City may adjust development impact fees not more than once a year with changes no greater than the inflation index identified upon imposition of the fee.

- (c) The Developer shall be required to pay sewer and water impact fees in accordance with the AB1600 analysis in effect when each Final Map is recorded plus any adjustments based on CPI until issuance of each building permit. Subsequent payments shall be adjusted annually by the inflation index identified upon imposition of the fee as determined by the City.
- (d) Fees imposed by City, including but not limited to planning, engineering, building permit, fire plan check and development impact fees, but excluding sewer and water impact fees governed by section 5.04.2(c) immediately above, shall be in accordance with the fees in effect as of the date of when the Final Map is recorded plus any adjustments based on the inflation index identified upon imposition of the fee until issuance of each building permit.
- (e) If the City amends any existing Development Impact Fee (DIF) program to include additional projects or costs for the benefit of the Project (either new projects or increased costs for projects included in the analysis supporting existing fees) for improvements necessary to satisfy Project requirements, Developer will be required to pay the amended fees. Credits applied towards infrastructure costs advanced by Developer shall apply when building permits are issued or fees are otherwise due and shall arise only from Developer-funded construction of infrastructure or community facilities included in the project list on which a particular fee was based. Credits applied when building permits are issued or fees are otherwise due pursuant to this section shall be adjusted for inflation consistently with such adjustments of the fees against which credits are allowed.
- (f) The Developer shall pay all then-current processing fees for any subsequent planning applications and permits as adopted by the City Council.
- (g) City acknowledges that Developer may dedicate property and install infrastructure improvements beyond its "fair share" cost. The City agrees to grant fee credits and reimbursements, funded by Development Impact Fees paid by Developer and other developers, and traffic impact fees, where eligible, but excluding sewer and water impact fees. If and to the extent that the Developer constructs or installs any infrastructure and/or facilities that have a capacity or size in excess of that required to serve the Project or mitigate its impacts, and one or more undeveloped properties will be benefitted by such infrastructure and facilities, the City shall enter into a reimbursement agreement with the Developer, in a form mutually acceptable to City and Developer, which provides for the reimbursement of all excess costs and expenses incurred by the Developer in constructing such improvements in accordance with California Government Code

- section 66485 et seq. and section 16.20.110 of the City's municipal code, the City's zoning ordinance, and in accordance with Section 5.05.3 below.
- (h) The City's rates for monthly retail utility service (e.g., water and sewer) may be applied to the Project and increased from time to time during the term of this Development Agreement; provided, however, that any such increase shall be imposed only to the extent permitted by law.
- (i) Avila Ranch shall pay City reasonable staff and consultant time and other reasonable costs (including reasonable consultant costs) associated with: (i) the MMRP Evaluation and the Development Agreement Review, (ii) the establishment of any Financing Mechanism (to the extent such costs are not included in the Financing Mechanism), including any necessary election costs, and (iii) all other administrative tasks associated with City's adoption and implementation of this Development Agreement and the Project.
- (j) Avila Ranch shall pay all required fees of the California Department of Fish and Wildlife ("CDFW"). CDFW fees shall be submitted to the City's Planning Division before filing of any required Notice of Determination under CEQA, along with any fee required by the County Clerk/Recorder. The City may require proof of payment of such fees before issuing building permits or filing of a Final Subdivision Map.
- (k) During the term of this Development Agreement, fees and charges other than those specifically described in subsections (a) through (j) above may be imposed against or apply to the Project or the Property only as City and Avila Ranch agree.

Section 5.05. Other Commitments of City and Avila Ranch Related to Financing.

Section 5.05.1. Arrangements with Other Governmental Agencies. City and Avila Ranch acknowledge and agree that City may from time to time enter into joint exercise of power agreements, memoranda of understanding or other agreements with other governmental agencies consistent with and to further the purposes of this Development Agreement.

Section 5.05.2. Other Funding Sources.

- (a) City and Avila Ranch agree to pursue outside sources of funding for the construction, operation and maintenance of Project Facilities and Infrastructure including, in particular, facilities and infrastructure which serve the region. City shall not be obligated, however, to apply for county, state or federal funds if the use of such funds for the Project would reduce the availability of that resource for other City projects.
- (b) Any obligation of Avila Ranch under this Development Agreement to fund or otherwise bear the costs of the construction of improvements, the provision of services or any other item, whether or not the sole obligation of Avila Ranch, may

be satisfied through the use of funds provided by, from or through any third party (including other non-City, governmental) sources.

Section 5.05.3. Reimbursement.

- (a) City shall reimburse, or provide for the reimbursement by other landowners or developers, the actual hard and soft costs associated with Avila Ranch's funding or construction of that portion of any oversized or accelerated improvements or facilities that is attributable to a project or area other than the Project or Property as required by this section. Hard and soft costs eligible for reimbursement shall include, without limitation: reasonable direct costs of construction and materials, soft costs including bonds, architecture and engineering fees, and professional fees. Such reimbursement shall be based on a fair share allocation of costs determined by calculating the pro rata share of the capacity in such improvements that is attributable to other projects or properties as reflected in the allocation percentages in Exhibit C, which reimbursement shall be timely provided in accordance with Applicable Law, following City's collection of funds from the sources identified in subsection 5.05.3(a)(1)-(4) below. Avila Ranch and City acknowledge that the amounts specified in Exhibit C for each improvement are estimates only and that total reimbursable costs shall be based on Avila Ranch's actual costs as set forth in this Section 5.05.3.
 - Development Impact Fees paid by the Project for the improvements specified from the AASP impact fees, L.O.V.R. Interchange impact fees, or the Citywide transportation impact fees, as applicable;
 - (2) Development Impact Fees paid to the City on behalf of other development in the AASP area that are not committed to repayment obligations under prior Reimbursement Agreements;
 - (3) Development Impact Fees paid to City from developers who contribute to the impact associated with the improvements installed by Avila Ranch; and
 - (4) Taxes or assessments in a Community Facilities District.
 - (5) Separate reimbursement agreement. For purposes of such agreement, backbone infrastructure that is larger than the minimum size or standard as identified in the Standard Specifications and Engineering Design Standards may be considered to be oversized and shall be subject to prior review and approval by the City prior to being included in a separate reimbursement agreement.
- (b) Under no circumstances shall the City be obligated to fund reimbursement from its own resources, from funds it does not yet possess, or from funds which may not be lawfully used for that purpose.

- (c) Failure or error by the City to collect funds from the sources identified in subsection 5.05.3(a) above shall not subject the City to any liability, obligation, or debt to Avila Ranch. Notwithstanding the foregoing, the City shall reimburse Avila Ranch pursuant to the terms of this Agreement with respect to all such funds actually collected by the City. Failure by the City to reimburse Avila Ranch after the City collects such funds shall entitle Avila Ranch to exercise its remedies in accordance with Article 12.
- (d) For any improvement subject to reimbursement under this section, Avila Ranch shall provide City with evidence of the actual hard and soft costs of each of the improvements in the form of receipted bills, canceled checks, and contracts. Approval of reimbursement may occur in phases as projects are accepted by City. Regardless of Avila Ranch's claimed costs incurred in constructing the reimbursable improvements, City has the authority, through its Director or designee, in the exercise of his or her reasonable discretion, to determine the amount subject to possible reimbursement for each improvement.
- (e) In the event any owner or developer pays all or a portion of the fees or assessments identified in subsection 5.05.3(a)(1)–(4) above under protest, the City shall not be required to make reimbursements under this Development Agreement until the limitation period for instituting court action to seek a refund of such funds paid under protest has passed, and no court action ("Action") has been instituted. If an Action is instituted seeking refund of funds paid under protest, or to prevent the City from collecting such funds, or challenging any provision of this Development Agreement, the City shall not pay over such funds to Avila Ranch until the Action has been finalized and the authority of the City to collect such funds and reimburse the Developer has been sustained. The City shall promptly notify Avila Ranch in writing of the Action. The City shall reasonably support Developer's efforts to participate as a party to the Action, to defend the Action or settle the Action. Furthermore, the City shall have the right to tender defense of the Action to Avila Ranch. If, within 15 days of the City's mailing a notice in compliance with Section 15.08 below requesting that Avila Ranch defend the Action, should Avila Ranch thereafter fail to undertake the defense of the Action at Avila Ranch's sole cost and expense, the City may stipulate to return of the funds collected under protest, to cease collecting such funds, or enter into any other settlement of the Action acceptable to the City, and Avila Ranch shall lose any right to reimbursement under this Development Agreement of the amount contested in the Action. Avila Ranch shall further reimburse the City for its costs and attorneys' fees incurred in defense of the Action, including reasonable payment for legal services performed by the City's City Attorney, and for any liability the City incurred in the Action. In addition, if the City fails to impose a requirement upon development projects to pay their respective prorated share of the improvements specified in Exhibit C or fails to collect such funds. Avila Ranch may exercise all of its legal rights to attempt to collect such funds from the owners or developers of the benefitted properties, which legal rights shall not be interpreted to include an action against the City. In the event Avila

- Ranch attempts to collect such funds from such owners or developers, the City shall assign to Avila Ranch all of its rights to collect such funds under this Development Agreement.
- (f) The City reserves the right to offset any funds it collects from the sources identified in this Section 5.03.3 against any unpaid fees, debts or obligations of Avila Ranch owed to the City. The City shall provide Avila Ranch with notice, in accordance with Section 15.08 and Article 12, of its intent to offset any collected funds against unpaid fees, debts or obligations described in the notice, and provide Avila Ranch with a reasonable opportunity to cure such unpaid fees, debts, or obligations.
- (g) Avila Ranch's rights to reimbursement under this Section 5.05.3 shall survive termination of this Development Agreement for a period of 15 years from the date of termination or until Developer has been fully reimbursed, whichever occurs first.

Section 5.05.4. Other Shortfalls of City.

- (a) Avila Ranch understands and acknowledges that the costs to City of serving the Project and the Property and otherwise carrying out its Obligations under this Development Agreement may exceed the fees, charges and revenues generated by or as a result of the Project. Accordingly, prior to or concurrently with this Development Agreement, the City shall establish a Financing Mechanism to mitigate potential annual shortfalls to the City's General Fund resulting from the provision of municipal services to the Project, the costs of which exceed the General Fund revenues generated by development within the Property (the "General Fund Shortfalls"). The Funding Mechanism shall be designed to remain in place until annual General Fund revenues generated by development within the Property are at least equal to the annual General Fund costs incurred by City in providing municipal services to the Project.
- (b) A Financing Mechanism shall be established to generate revenues sufficient to offset such potential shortfall, if requested by the City, and shall only be effective if a fiscal impact analysis shows a General Fund Shortfall. The shortfall Financing Mechanism may consist of a Mello-Roos Community Facilities District ("CFD").
- (c) City may annually monitor the fiscal impacts of development within the Property to determine the extent to which development generates sufficient General Fund Revenues to eliminate the General Fund Shortfall. When and if the City determines as a result of annual monitoring that sufficient development has occurred within the Property to generate General Fund revenues to cover the annual costs to the City's General Fund of providing municipal services to the Project (the "Break-Even Point"), the shortfall Financing Mechanism shall be discontinued and all revenues that have been collected to fund the projected General Fund Shortfall but have not been used for such purpose shall be refunded

- to Avila Ranch, if permissible pursuant to Applicable Law, or otherwise used to defray Project Costs in the City's reasonable discretion and pursuant to law.
- (d) Avila Ranch's obligation to fund projected General Fund Shortfalls under Section 5.05.4 above shall be limited by the provisions of Section 5.02.1 above and, in any event, shall not survive the expiration or termination of this Development Agreement. If Developer requests, and City grants, an extension of this Development Agreement as set forth in Section 1.03.1(a)(1) above, Avila Ranch's obligation to fund projected General Fund Shortfalls shall be extended accordingly.

ARTICLE 6. COMMITMENTS OF CITY AND AVILA RANCH RELATED TO PUBLIC IMPROVEMENTS

Section 6.01. Backbone Infrastructure Phasing Plan. The Project Backbone Infrastructure is planned to be designed and constructed in six (6) phases.

Section 6.01.1. Development Plan Phasing Plan. The improvements described in the Avila Ranch Development Plan and **Exhibits E-1** through **E-4** and **J** to this Development Agreement constitute the Project "Backbone Infrastructure." The Parties acknowledge that further analysis may result in a more cost-effective approach to the provision of such infrastructure to adequately serve development within the Project Area, and that **Exhibits E-1** through **E-4** and **J** may be revised accordingly by agreement of the Parties and that such revisions shall not require amendment to this Development Agreement.

Section 6.01.2. Phasing Plan. The phasing plan for the project is attached to this Agreement as **Exhibit D**.

Section 6.01.3. Phasing Plan Amendments. The Phasing Plan may be amended by agreement of the Parties to take advantage of new technologies, to respond to changes in the underlying land use assumptions upon which the plan is based, or for such other reasons as the Parties may agree.

Section 6.02. Construction and Dedication of Project Facilities and Infrastructure.

Section 6.02.1. Construction and Funding of Project Facilities and Infrastructure by Avila Ranch. The City may, in any manner consistent with the terms and provisions of this Development Agreement, require Avila Ranch to construct or fund the construction of any Project Facilities and Infrastructure when needed to satisfy the Backbone Infrastructure Phasing Plan.

Section 6.02.2. Oversizing of Project Facilities and Infrastructure.

(a) In addition to requiring Avila Ranch to construct or fund the construction of Project Facilities and Infrastructure, City may require any Project Facilities and Infrastructure constructed or funded by Avila Ranch under Section 6.01 above to

- be oversized to serve projects or areas other than the Project or the Property; provided that:
- City shall consider in good faith the establishment of a Financing Mechanism to provide such additional funding;
- (ii) City shall reimburse the costs associated with Avila Ranch's funding or construction of that portion of any such oversized improvements that is attributable to projects or areas other than the Project or the Property, pursuant to section 5.05.3 of this Agreement above.
- (b) If the phasing or incremental construction of facilities would involve significant inefficiencies that are unacceptable to City for a sub-phase implemented by Avila Ranch, Avila Ranch may be required to construct or provide advance funding for the construction of oversized improvements. For example, if the Project generates a need for an 18-inch sanitary sewer line, but other projects reasonably may be expected to use that sewer line and thereby increase the required capacity of such line to 24 inches, City may require Avila Ranch to construct or fund the construction of a 24-inch sewer line (but shall provide reimbursement as described in section 5.05.3 above). Notwithstanding the foregoing, City shall exercise its best good faith efforts to reasonably limit Avila Ranch's obligation to construct or provide advance funding of oversized improvements and may in certain instances, in the interest of fairness to Avila Ranch, tolerate certain inefficiencies.

Section 6.03. Dedications.

- (a) To the extent rights-of-way or other interests in real property owned by Avila Ranch within the Property are needed for the construction, operation or maintenance of Project Facilities and Infrastructure, Avila Ranch shall dedicate or otherwise convey such rights-of-way or other interest in real property to City, or as necessary to the County of San Luis Obispo. Such rights-of-way shall be dedicated or otherwise conveyed in the widths set forth in the AASP or in the Avila Ranch Development Plan.
- (b) Any public improvements constructed by Avila Ranch and conveyed to City, and any right-of-way or other real property conveyed to City, shall be dedicated or otherwise conveyed (i) free and clear of any liens unacceptable to the City and (ii) except as otherwise agreed to by City, in a condition free of any toxic materials. Nothing herein shall prevent City's right to pursue third parties under applicable law.

Section 6.04. Cooperation with Respect to Project Facilities and Infrastructure.

Section 6.04.1 Off-Site Improvements. Avila Ranch acknowledges that certain off-site improvements are required as part of the project's conditions of approval and mitigation

measures which include, but may not be limited to:(i) a right-of-way along Buckley Road and/or the Buckley Extension; (ii) a right-of-way necessary to implement the Horizon Extension from the project to Suburban Road: (iii) the Earthwood Extension to Suburban; (iv) improvements to Suburban Road between Earthwood and Horizon; (v) improvement of the intersection of Vachell and Venture; (vi) pedestrian improvements along Higuera and Vachell; (vii) intersection improvements at Higuera/Buckley, L.O.V.R./Higuera, Suburban/Higuera, Tank Farm/Higuera, Prado/ Higuera and South/Higuera; and (viii) bicycle improvements required by the City and consistent with the City Bicycle Master Plan, all of which are more particularly described in the Project's approved plans (the "Off-Site Improvements"). A schedule of all Off-Site Improvements for which Avila Ranch is responsible is attached as **Exhibit C** to this Agreement.

Avila Ranch shall exhaust all reasonable efforts and diligently pursue acquisition of all necessary easements and/or rights of way not currently owned or controlled by City or Avila Ranch which are required to construct the Off-Site Improvements. For purposes of this Section 6.04.1, the term "reasonable efforts" shall include proof that the Avila Ranch has made a commercially reasonable written offer to purchase the property interest at fair market value, in accordance with an appraisal conducted by an MAI appraiser.

If after exercising reasonable efforts Avila Ranch is unable to acquire the necessary easements and/or rights of way, City, upon written request of Avila Ranch, may either: (1) require Avila Ranch to construct functionally equivalent alternative improvements to those previously approved, provided that such alternative improvements are equally or more effective in addressing the impact; or (2) pursue acquisition of the real property interests by means of eminent domain. City and Avila Ranch acknowledge that eminent domain is a discretionary process and that City cannot commit to its use unless and until all appropriate notifications, hearings and proceedings have been undertaken. If City chooses to pursue acquisition of the real property interests by means of eminent domain, City shall take all reasonable steps necessary towards that endeavor, including undertaking appraisals, noticing property owners, noticing and holding required public hearings and meetings, and following any other procedures required for pre-judgment possession and Avila Ranch shall pay all costs reasonably incurred by City related to, arising from, or associated with such acquisition or condemnation proceedings, including but not limited to, attorneys' fees, expert witness fees, settlement costs, and jury awards of any kind. In addition, Avila Ranch shall indemnify, defend and hold City harmless from and against any and all claims, liabilities or causes of action of any kind associated with City's acquisition of such real property interests, excluding therefrom any claims, liabilities or causes of action arising from City's gross negligence or willful misconduct.

If and to the extent this Section 6.04.1 demands more of Avila Ranch than does Section 66462.5 of the Subdivision Map Act, this section shall apply in addition to the Developer's obligations under that statute.

Upon acquisition of the necessary interest in land, or upon obtaining right of entry, either by agreement or court order, Avila Ranch shall commence and complete the public improvements.

This requirement shall be included, and, if necessary, detailed, in any subdivision improvement agreement entered between the Developer and the City pursuant to Government Code section 66462.

ARTICLE 7. OTHER COMMITMENTS OF CITY AND AVILA RANCH

Section 7.01. Mutual Cooperation for Other Governmental Permits. City and Avila Ranch, as appropriate, shall each be responsible to apply to other governmental or quasi-governmental agencies for necessary permits and approvals for development and use of the Property (e.g., agencies having jurisdiction over water supply; wastewater treatment, reuse and disposal; access to the Property; wetlands-related and other biological issues). City and Avila Ranch each shall take any and all actions as may be necessary or appropriate to process successfully such permits and approvals, provided such permits and approvals are consistent with the Development Plan and AASP and agreed by the City and Avila Ranch to be reasonably necessary or desirable for the construction, maintenance or operation of the Project.

Section 7.02. Timing of Development.

Section 7.02.1. Timing Requirements.

- Avila Ranch shall be obligated to comply with the terms and conditions of the (a) Project Approvals, the Development Plan, the AASP, and this Development Agreement when specified in each. The Parties acknowledge that the rate at which phases of the Project develop depends upon numerous factors and market conditions that are not entirely within Avila Ranch's or the City's control such as market demand, interest rates, absorption rates, completion schedules, availability of labor, and other factors. The Parties wish to avoid the result of Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), where the failure of the parties therein to consider and expressly provide for the timing of development resulted in the court's determination that a later-adopted initiative restricting the timing of development prevailed over the parties' agreement. Accordingly, the Parties acknowledge that Avila Ranch shall have the right to develop the Project at such time Avila Ranch deems appropriate in the exercise of its subjective business judgment except as provided in this section below and the City shall not attempt to limit or restrict the timing of development of the Project except in accordance with the terms of this Development Agreement.
- (b) Avila Ranch shall complete the first two phases of development depicted in Exhibit D to this Agreement, including the installation of those certain improvements required under either the Development Plan or FEIR, by seven years after the Effective Date. Otherwise, Avila Ranch may proceed with the development of any portion of the Project, or make any financial commitment associated with any such development when, in Avila Ranch's sole and absolute discretion, Avila Ranch determines that it is in Avila Ranch's best financial or other interest to do so. The foregoing sentence shall not, however, limit any

- obligation of Avila Ranch under this Development Agreement with respect to any development activities that Avila Ranch chooses to undertake hereunder.
- (c) Avila Ranch shall pursue buildout of the project in conformance with the phasing schedule below. The Parties acknowledge that, except as expressly required by Section 1.03.1(a)(2), the actual timing of buildout will vary from year to year due to a variety of factors such as market demand, economic conditions, etc. Avila Ranch may accelerate buildout of the Project ahead of the schedule so long as there is outstanding indebtedness owed to Avila Ranch for Off-Site Improvements under section 5.05.3 of this Agreement. The Project shall be permitted to develop at a rate up to the cumulative total of 150% of the annual number of dwelling units shown in the phasing schedule immediately below. The Project shall not exceed the cumulative maximum shown for each year in the phasing schedule below, unless authorized by the Community Development Director upon a finding that there is outstanding debt owed to Avila Ranch and that such development and/or rate of development will not exceed the City's Growth Management Ordinance.

	Year >>>	Phase 1		Phase 3 Phase 2		Phase 4			Phase 5		
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
R-1	101									50	51
R-2 Standard	221	44	44	45	44	44					
R-2 Pocket Cottage	76	16	16	15	16	13					
R-3-Duplex	38						38				
R-3 Town Home	159						52	52	55		
R-4 Apartments	125				65	60					
Total Subject to Limit	720	60	60	60	125	117	90	52	55	50	51
Maximum Cumulative Limit		90	180	270	458	633	720				

Section 7.03. Dedication of Park Lands. Avila Ranch shall dedicate land in excess of that ordinarily required by the City to construct public parks in South San Luis Obispo, an area that presently has a deficiency of park area. In particular, Avila Ranch shall provide 18.25 acres of public park land, 1.76 acres in excess of City requirements, to bring the total park acreage for South San Luis Obispo to five and a-half acres per 1,000 persons. Said parks shall be reviewed and approved by the City's Parks and Recreation Commission before dedication. Ongoing maintenance and operation of these park facilities shall be funded by the Project residents pursuant to a Financing Mechanism established pursuant to Sections 5.03 or 5.04 above and shall not be payable from the General Fund or other community-wide resources.

Section 7.04. Dedication of Open Space and Agricultural Lands. To compensate for the loss of onsite agricultural lands and to meet the open space objectives of the General Plan, Avila Ranch shall dedicate at least 50 acres of on-site open space and/or agricultural land and shall preserve at least 50 acres of off-site open space and/or agricultural land. Said lands shall be dedicated within the City's "Greenbelt" area depicted in Figure 5 of the Conservation and Open Space Element, a

copy of which figure is attached here as **Exhibit F**. The land to be dedicated or reserved may be comprised of multiple properties, and may be located in the City or unincorporated County territory. Avila Ranch may satisfy a portion of this requirement through the payment of an in lieu fee to the City or, with the City's approval, to a land conservation organization. If land is dedicated in the form of a Conservation Easement, the terms and conditions shall be approved by the City, together with a correspondent and contemporaneous baseline conditions report. If land is to be dedicated in fee simple title, the City shall have the opportunity to conduct due diligence inspections, including but not limited to, Phase I Environmental Site Assessment (and subsequent assessment as may be necessary), title review, and physical site inspections; the City may reject any such dedications based on its due diligence inspections, which shall not be construed as a waiver of the dedication requirements herein.

Section 7.05. Affordable Housing and Workforce Housing and Related Programs. Avila Ranch shall provide affordable housing for the Project as described in **Exhibit G**. Avila Ranch shall also provide workforce housing and shall implement the local preference "SLO Workers First" program, owner occupancy restrictions and down payment assistance program as described in **Exhibit G**.

Section 7.07. Energy.

- (a) Avila Ranch shall provide for accelerated compliance with the City's Energy Conservation Goals and its Climate Action Plan by implementing energy conservation measures significantly above City standards and norms by providing for solar PV energy generation for 100 percent of onsite electrical demand as described in Section 13 of the Design Framework of the Development Plan. The Project shall also include energy efficiency standards in excess of the current Building Code.
- (b) Developer shall provide sustainability features as described in Section 13 of the Design Framework of the Development Plan, including: (i) housing that meets the 2019 net zero building and energy codes or, if the 2019 building and energy codes are not yet adopted upon building permit application, the equivalent to the satisfaction of the Community Development Director, (ii) implementing any future city-wide policy regarding carbon emissions reduction, (iii) solar electric panels, (iv) integrated power outlets for electric vehicles and electric bicycles, (v) building design that maximizes grey water usage, and (vi) work-at-home options with high-speed internet connectivity.

Section 7.08. Water.

- (a) Avila Ranch shall provide for accelerated compliance with the Climate Action Plan through by implementing special water conservation measures to reduce the usage of potable water by Avila Ranch households to 35 percent below the current City-wide average as described in Section 13 of the Development Plan.
- (b) Avila Ranch shall comply with the California Water Code and the regulations imposed by the City before or after the Effective Date in its capacity as the

- Groundwater Sustainability Agency pursuant to the Sustainable Groundwater Management Act ("SGMA").
- (c) Avila Ranch shall install water improvements necessary to serve the Project and future annexation areas of the AASP and County fringe areas in and around Buckley and Broad Streets as shown in Exhibit H.
- (d) Avila Ranch shall offer to dedicate to the City a well site for future municipal use on Lot 594, 406 or 398, with area buffers acceptable to the City and consistent with drinking water standards. If the water well is located in a public park, the design shall be consistent with the project's Parks Plan, and may be subject to review and approval by the City Parks and Recreation Commission. The well site shall have a footprint with an area measuring 20' x 40', plus a buffer as shown more particularly in Exhibit I.
- (e) Except as provided in paragraph (b) of this section above, Avila Ranch reserves all groundwater or other water rights with respect to the Property and shall be entitled to irrigate agricultural or open space land with ground or well water, to the extent that such reservation and action does not violate Applicable Law and so long as such water meets or exceeds all applicable water quality standards. Avila Ranch shall have the option, but shall not be required, to connect to the City's water system to irrigate agricultural/open space land with reclaimed water.

Section 7.09. Storm Drain Facilities. Before approval of a Final Subdivision Map or building permit for a use that does not require a map, Avila Ranch shall cause to be provided storm drain facilities adequate to accommodate the storm water runoff from the area subject to the Final Subdivision Map or building permit.

Section 7.10. Interim Fire Station. Avila Ranch shall construct, and dedicate to the City, an interim fire station on Lot 302 to serve all property in South San Luis Obispo. Per the requirements of the Fire Station Master Plan, the interim fire station shall be provided at the buildout of the 361st dwelling unit. After the interim fire station has been constructed, the site shall be dedicated to the City for use as a City park or affordable housing site, as deemed appropriate by the City. Avila Ranch shall be entitled to credits against fire development impact fees in an amount reasonably determined by the City's fiscal impact consultant to reflect (i) the value of the land donated to the City under this section and (ii) the lesser of (a) Avila Ranch's actual cost to improve the interim fire station and (b) the reasonable cost of that construction.

Section 7.11. Traffic and Circulation Improvements. Avila Ranch shall construct or fund the traffic and circulation improvements as established in the FEIR and Development Plan as further described in **Exhibit C**. City and Avila Ranch acknowledge that these improvements are necessary to mitigate project impacts, improve access to and from the project, relieve existing or future traffic deficiencies, and bring such intersections into compliance with the General Plan in advance of impacts associated with the Project. In addition, Avila Ranch shall construct or fund the following improvements:

- a. Buckley/227 Intersection Improvements. Avila Ranch shall commit \$200,000 above its fair share allocation of costs to facilitate design of the roundabout improvements for the Buckley Road/227 intersection called for in the 227 corridor study.
- b. Operational Improvements to the Davenport Creek and Buckley Road Intersection. The Project's fair share of these improvements is 2.7 percent, based on the Project's share of additional traffic on Buckley Road. Avila Ranch shall provide funding to the City in the amount of \$230,000 for these improvements (90 percent of projected costs), including the costs for initial design, construction documents, and right-of-way acquisition. In the event actual costs are less than what has been projected, Avila Ranch may apply the remaining funds (\$230,000 less 90 percent of actual costs of construction) to the Buckley/227 intersection improvements. The City shall work with the County of San Luis Obispo and enter into any necessary agreements to act as a conduit for the Avila Ranch funding contribution to the Davenport Creek and Buckley Road intersection improvements.

Section 7.12. Bicycle and Multimodal Transportation Improvements. Avila Ranch shall construct or fund the construction of bicycle and multimodal transportation improvements as established in the FEIR and Development Plan as further described in Exhibit J. City and Avila Ranch acknowledge that these improvements are necessary to mitigate Project impacts, improve access to and from the Project, encourage multimodal transportation, relieve existing or future traffic deficiencies, and bring such intersections into compliance with the General Plan in advance of impacts associated with the Project. In addition, if prior to the termination of this Development Agreement, City acquires all or a portion of right of way through the Chevron site immediately adjacent to the Property as contemplated in the City's Circulation element, Avila Ranch agrees to improve, at its sole cost and expense, subject to reimbursement, such right of way as a Class 1 bicycle facility and pedestrian walkway. Avila Ranch shall be obligated to construct such improvements upon written notice by City that it has acquired all or a portion of the right of way through the Chevron property and such obligation shall survive termination of this Development Agreement. Actual construction of the bicycle and pedestrian improvements shall be coordinated with build-out of the Project, but in no event shall it be later than one year after completion of phase 4 of the Project or City's written notice to Avila Ranch of its acquisition of such right-of-way, whichever is later.

Section 7.13. Miscellaneous.

Section 7.13.1. Covenants, Conditions, and Restrictions. CC&Rs for each subdivision within the Property shall state substantially the following: "This project is within the boundaries of the San Luis Obispo Airport Area Specific Plan, and as such, is subject to design guidelines and development standards which have been incorporated into the Airport Area Specific Plan and the Avila Ranch Development Plan Design Guidelines, both on file with the Community Development Department of the City of San Luis Obispo." Before the City approves a Final Subdivision Map or issues a building permit for a land use that does not require a Map, the CC&R disclosure statement referenced above shall be provided to the City Attorney for review and approval.

Section 7.13.2. Ownership and Maintenance of Public Improvements. Unless otherwise mutually agreed, the City shall own and maintain, or cause to be maintained, the following public improvements:

- (a) Potable water system and water tank within public properties or public easements;
- (b) Sanitary sewer system within public properties or public easements;
- (c) Recycled water system within public properties or public easements;
- Storm drain system, including continuous deflective separation (CDS) vaults or other BMP facilities, within public properties or public easements;
- (e) Public roadways;
- (f) Public parks; and,
- (g) Public access, landscape, and utility easements.

Section 7.13.3. Public Utilities Easements. All land subject to public utilities easements (PUEs); public water, sewer, or storm drain easements; and public access easements shall be open and accessible to the City at all times.

Section 7.13.4. Design Review of Major Surface Facilities. Design Review shall be completed for all major surface public facilities for which it is required before construction.

Section 7.13.5. Design and Construction Standards for Sewer and Water Facilities. All sewer, water and recycled water facilities shall conform to the Design and Construction Standards in effect for the Project when improvement plans are submitted. The submittal shall include all pertinent engineering analysis and design calculations. The plans shall be subject to the Director of Public Works' review and approval.

Section 7.13.6. Communications Requirements. Developer shall provide cable or suitable conduit to each City facility, public park, or other lot designated for City or public use for high speed internet connectivity. The cable or suitable conduit shall be shown on the joint trench improvement plans and constructed before the final lift of asphalt is placed on the adjacent street.

ARTICLE 8. CONSIDERATION OF PERMITS AND APPROVALS

Section 8.01. In General.

Section 8.01.1 Review and Action Generally. Upon Avila Ranch's submission of any complete application for an Approval together with any fees permitted under Article 5 and required by City in accordance with Applicable Law, City shall use its best efforts to commence and complete promptly and diligently all steps necessary to act on the application. Avila Ranch promptly shall provide to City all information reasonably requested by City for its consideration of any such application.

Section 8.01.2. Applicable Law. Except as otherwise specifically provided in this Article 8, all applications for Approvals submitted by Avila Ranch shall be considered by City in accordance with Applicable Law. To the extent an approval would amend Applicable Law as set forth in

Section 4.01.1, the aspect of Applicable Law to be amended by the approval shall not apply to the City's consideration of the application.

Section 8.02. General Plan and AASP Amendments. The parties anticipate that Avila Ranch may request amendments to the General Plan or the AASP to respond to changing circumstances and conditions. City is not obligated to approve any such application and may, in the exercise of its legislative discretion, approve, deny or propose conditions or modifications thereto, including conditions or modifications that might otherwise be prohibited by the vested rights provided by this Development Agreement. Avila Ranch shall be afforded a reasonable opportunity to review any such proposed conditions and modifications and to withdraw its application for a General Plan amendment or AASP amendment (in which case neither Avila Ranch's proposed amendments nor the City's proposed modifications shall become effective).

Section 8.03. CEQA Compliance.

Section 8.03.01. MMRP Application. When conducting an environmental review of any application for an Approval, City shall review the Mitigation Monitoring and Reporting Program adopted in connection with the Development Plan and Avila Ranch EIR (the "MMRP") to determine if any mitigation measure contained in the MMRP as to the portion of the Property subject to this Development Agreement should be incorporated into the design of, or added as a condition of approval to, such Approval.

Section 8.04. Life of Approvals. Any Approval issued by City, including vesting maps as defined in Section 8.05 below, shall continue in effect without expiration until the later of: (i) the expiration or earlier termination of this Development Agreement or (ii) the date upon which such Approval would otherwise expire under the laws of the State of California.

Section 8.05. Vesting Maps. The ordinances, standards and policies applicable to any vesting tentative map, vesting parcel map, vesting subdivision map or any other type of vesting map ("Vesting Map") under California Government Code section 66474.2, and the ordinances, policies and standards vested under any Vesting Map pursuant to California Government Code section 66498.1(b) shall be those established as Applicable Law under this Agreement. If this Development Agreement terminates before the expiration of any Vesting Map or the vested rights provided thereby, such termination of this Development Agreement shall not affect Avila Ranch's right to proceed with development under such Vesting Map in accordance with the ordinances, policies and standards so vested under the Vesting Map. Notwithstanding the foregoing, no Vesting Map shall extend Applicable Law beyond the stated term of this Development Agreement (and the rules, regulations and official policies of City applicable to that portion of the Property covered by such Vesting Map shall become those in effect as of the expiration of such term) except as otherwise agreed by City and Avila Ranch; provided, however, that City and Avila Ranch may agree to an extension of the term of this Development Agreement with respect to the area covered by any such Vesting Map.

Section 8.06. Need for Flexibility. The provisions of this Development Agreement require a close degree of cooperation between the City and Developer. Implementation of the Project may require minor modifications of the details of the Development Plan and affect the performance of the Parties to this Development Agreement. The anticipated refinements of the Project and the

development of the Property may require that appropriate clarifications and refinements are made to this Development Agreement and the Entitlements with respect to the details of the performance of the City and the Developer. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Development Agreement.

ARTICLE 9. AMENDMENTS

Section 9.01. Amendments of Agreement.

Section 9.01.1. General. This Development Agreement may be amended from time to time only upon the mutual written consent of City and Avila Ranch and in compliance with section 17.94.190 of the City's zoning ordinance; provided, however, that in connection with the transfer of any portion of Avila Ranch's Rights and/or Obligations under this Development Agreement to another person, entity, or organization pursuant to the provisions of Article 13 below, Avila Ranch, such transferee and City may agree that the signature of such transferee may be required to amend this Development Agreement insofar as such amendment would materially alter the Rights and/or Obligations of such transferee hereunder. In no event shall the signature or consent of any "Non-Assuming Transferee" (as defined in Section 13.03 below) be required to amend this Agreement.

Section 9.01.2. Future Approvals Do Not Require Amendments to Agreement. Except as the Parties may otherwise agree, no amendment of this Development Agreement shall be required in connection with the issuance of any Approval, or an amendment to the MMRP. Any Approval issued after the Effective Date as to a portion of the Property shall be incorporated automatically into this Development Agreement and vested hereby. City shall not, however, amend or issue any Approval unless Avila Ranch requests such an amendment or issuance from City unless otherwise permitted by this Agreement.

ARTICLE 10. ANNUAL REVIEW

Section 10.01. Annual Review

(a) The Community Development Director shall annually and concurrently conduct (i) the MMRP Evaluation as set forth in Section 11.01; and (ii) the Development Agreement Review as set forth in Section 11.02 (collectively, the "Annual Review"). With respect to the MMRP Evaluation, if the Community Development Director determines that mitigation measures adopted by City in connection with its approval of the AASP and the Zoning are not being implemented as set forth in the MMRP, the Community Development Director shall take any appropriate remedial action as described in Section 11.01 below. Further, the Community Development Director shall incorporate the results of the MMRP Evaluation into the review of any applications for Approvals that are submitted following completion of an Annual Review. (b) Other Investigations and Evaluations. City may from time to time, whether or not as a part of an Annual Review, investigate or evaluate any matter that is properly the subject of an Annual Review.

ARTICLE 11. MITIGATION MONITORING AND REPORTING PROGRAM EVALUATION; DEVELOPMENT AGREEMENT REVIEW

Section 11.01. Mitigation Monitoring and Reporting Program Evaluation.

Section 11.01.1. In General. During its Annual Review, City shall evaluate (the "MMRP Evaluation") whether the mitigation measures adopted by City in connection with its approval of the AASP and the Zoning are being implemented as set forth in the MMRP as to the Property.

Section 11.01.2. MMRP Implementation. As set forth in the MMRP, City shall consider in connection with any application for an Approval the extent to which mitigation measures described in the MMRP should be incorporated into the design of the project under consideration or set forth in conditions to the City's approval of the application. During an MMRP Evaluation, the City shall evaluate its overall success over the prior year in implementing such mitigation measures, as set forth above, and consider any additional steps that may be appropriate to ensure, as Approvals are considered over the following year, successful implementation of such mitigation measures (including, in particular, mitigation measures that are the responsibility of City or other agencies with regulatory authority over the Project).

Section 11.01.03. Enforcement. Avila Ranch shall be responsible only for those mitigation measures the City requires to be incorporated into the design of the Project, including those that are attached as conditions to any Approval. Failure to comply with any such design requirement or any condition of approval shall be enforced in any manner authorized by Applicable Law.

Section 11.02. Development Agreement Review

Section 11.02.01. In General. The Community Development Director shall review this Development Agreement annually as required by section 17.94.200 of the City's zoning ordinance (the "Development Agreement Review"). The Development Agreement Review shall be conducted concurrently with MMRP Evaluation, pursuant to Article 10 above and this Section 11.02. In connection with the Development Agreement Review, Avila Ranch shall provide information as reasonably requested by City.

Section 11.02.02. Director's Findings of Compliance. If the Community Development Director finds good faith compliance by Avila Ranch with this Agreement, the Community Development Director shall issue a "Finding of Development Agreement Compliance," which shall be in recordable form and may be recorded by Avila Ranch or any "Mortgagee" (as defined in Section 14.01 below). Issuance of a Finding of Development Agreement Compliance and expiration of the appeal period specified below without appeal, or confirmation by the City Council of the issuance of the Finding of Development Agreement Compliance upon such appeal, shall finally determine the Development Agreement Review for the applicable period.

Section 11.02.03. Finding of Development Agreement Noncompliance. If the Community Development Director finds that Avila Ranch and/or a Transferee has not complied in good faith with this Agreement, the Community Development Director shall proceed as specified in section 17.94.200 of the City's zoning ordinance.

ARTICLE 12. DEFAULT, REMEDIES, TERMINATION OF DEVELOPMENT AGREEMENT

Section 12.01. Defaults.

Section 12.01.1. Notice and Cure.

- (a) Any failure by a Party to perform any term or provision of this Development Agreement, which failure continues uncured for 60 days following written notice of such failure from the other Party (unless such period is extended by written mutual consent), shall constitute a default under this Development Agreement. Any such notice shall specify the nature of the alleged failure and, where appropriate, how such alleged failure may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within 60 days, then commencement of the cure within that time, and diligent prosecution to completion of the cure thereafter, shall be timely. If the alleged failure is cured, then no default shall exist and the noticing Party shall take no further action and acknowledge the cure in writing to the other Party. If the alleged failure is not cured, then a default shall exist under this Development Agreement and the noticing Party may exercise any of the remedies available under Sections 12.02 through 12.04 below.
- (b) No failure or delay in giving notice of default shall constitute a waiver of default; provided, however, that the provision of notice and opportunity to cure is a prerequisite to the enforcement or correction of any default.

Section 12.01.2. Actions during Cure Period.

- (a) During any cure period specified under Section 12.01.1 and before delivery of a notice of failure or default, the Party charged shall not be considered in default of this Development Agreement. If there is a dispute as to the existence of a default, the Parties shall otherwise continue to perform their obligations hereunder, to the maximum extent practicable in light of the disputed matter, pending its resolution or formal termination of the Development Agreement.
- (b) City shall continue to process in good faith applications for Approvals during any cure period, but need not approve any such application if it relates to a development project as to which there is an alleged default hereunder.

Section 12.02. Remedies of Non-Defaulting Party.

Section 12.02.01. In General. If any Party is in default under the terms of this Development Agreement, the non-defaulting Party may elect, in its sole and absolute discretion, to pursue any of the following courses of action: (i) waive such default; (ii) in City's case, pursue administrative remedies as provided in Section 12.02.3 below, (iii) pursue judicial remedies as provided for in Section 12.02.4 below; and/or (iii) terminate this Development Agreement as and to the extent permitted by Section 12.04 below and consistently with section 17.94.210 and 17.94.220 of the City's zoning ordinance. In no event shall City modify this Development Agreement as a result of a default by a defaulting Party except in accordance with the provisions of Section 9.01 above.

Section 12.02.2. Severability of Default. City acknowledges that the development of the Project may be carried out by more than one person, entity or organization under this Development Agreement (e.g., portions of Avila Ranch's interest in the Property and this Development Agreement may be transferred to another person, entity or organization, a "Transferee" under Article 13 below). Accordingly, (i) if City determines to terminate or exercise any other remedy under this Development Agreement due to a default by Avila Ranch or any Transferee (hereinafter "Defaulting Developer"), such termination or other remedy shall apply only with respect to the Rights and Obligations of such Defaulting Developer, (ii) City shall, to the extent possible, refrain from seeking any termination of this Development Agreement or other remedy if such remedy would affect materially the ability of a nondefaulting Developer and / or a Transferee (hereinafter "Non-Defaulting Developer") to realize the Rights provided hereunder, and (iii) any termination of this Development Agreement as to any Defaulting Developer shall be deemed to terminate only those Rights and Obligations arising hereunder between City and such Defaulting Developer. The Parties acknowledge and agree that, in accordance with Article 13 below, more than one Transferee may be responsible for certain actions required or forbidden by this Development Agreement, and that more than one Transferee therefore may be in default with respect thereto. The Parties further acknowledge and agree that, notwithstanding the provisions of (ii) in this Section above, in certain instances it may not be possible for City to exercise remedies against the Defaulting Developer of one portion of the Project without affecting in some way a Non-Defaulting Developer of the same or of some other portion of the Project.

Section 12.02.3. Administrative Remedies. Except as otherwise specifically stated in this Development Agreement, City may exercise any and all administrative remedies to the extent necessary or appropriate to secure compliance with this Development Agreement. Such administrative remedies may include, among others, withholding building permits, certificates of occupancy or other Approvals relating to that portion of the Project in default of this Development Agreement.

Section 12.02.04. Judicial Remedies. Except as otherwise specifically stated in this Development Agreement, either Party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, enforce by specific performance the Obligations and Rights of the Parties hereto or obtain any other remedy consistent with this Development Agreement; provided, however, that in no event shall any person be entitled

hereunder to monetary damages for any cause, including breach of contract by a Party to this Development Agreement provided, however, that City may enforce payment obligations under Applicable Law, including this Development Agreement. Nothing in this section shall be deemed to limit either Party's rights under the Government Claims Act, California Government Code section 810 et seq. For purposes of instituting a legal action under this Agreement, any City Council determination under this Development Agreement shall be deemed final agency action unless expressly stated otherwise.

Section 12.03. Termination Due to Default.

Section 12.03.1. In General. Either Party may terminate this Development Agreement pursuant to Section 12.03.2 below and sections 17.94.190–17.94.220 of the City's zoning ordinance in the event of a default by the other Party, provided: (i) such default is prejudicial to the interests of the non-defaulting Party and is neither minor nor technical and (ii) in the case of any termination by City, City first shall have exercised any and all administrative or other remedies short of filing suit available to secure Avila Ranch's compliance with this Development Agreement. Notwithstanding clause (ii) of this Section 12.03.1, City shall not be required, as a prerequisite to initiating the termination of this Development Agreement, to exercise its administrative and other non-judicial remedies for more than 180 days or, if the Parties are making reasonable progress towards resolution of the matter claimed to be a default hereunder, such longer period to which the Parties may agree. Termination of this Development Agreement by Avila Ranch or a Transferee as to any portion or portions of the Property shall not affect the Rights or Obligations of Avila Ranch or any other Transferee as to any other portion or portions of the Property.

Section 12.03.2. Procedures for Termination.

- (a) Before any proposed termination of this Development Agreement pursuant to this Section 12.03, and following the 180-day period specified in Section 12.03.1 above to the extent applicable, a non-defaulting Party intending to seek termination of this Development Agreement shall deliver to the defaulting Party (or Parties) a written "Preliminary Notice of Intent to Terminate" this Development Agreement, and all Parties shall meet and confer in good faith effort to agree upon an alternative to termination that will afford the non-defaulting Party the benefit of its bargain in this Development Agreement. If those discussions are not successful in resolving the dispute, the non-defaulting Party desiring to terminate this Development Agreement shall deliver to the defaulting Party a written "Final Notice of Intent to Terminate" this Development Agreement.
- (b) Within 60 days after the City delivers a Final Notice of Intent to Terminate to a defaulting Party, the City Council shall review the matter as set forth in California Government Code sections 65865, 65867, and 65868 and sections 17.94.210–17.94.220 of the City's zoning ordinance. Termination shall be effective 30 days after such City Council review, unless the default is sooner resolved to the mutual satisfaction of the Parties.

(c) Within 60 days after Avila Ranch delivers a Final Notice of Intent to Terminate to City, the City Council shall consider whether City should take any further curative action. Termination shall be effective 30 days following such City Council consideration (or 90 days following delivery by Avila Ranch of a Final Notice of Intent to Terminate if the City Council fails to complete its consideration by that date), unless the default is sooner resolved to the mutual satisfaction of the Parties.

ARTICLE 13. ASSIGNMENT, TRANSFER AND NOTICE

Section 13.01. Assignment of Interests, Rights and Obligations. Avila Ranch may transfer or assign ("Transfer") all or any portion of its Rights and Obligations under this Development Agreement as to any portion of the Property (the "Transferred Property") to any person acquiring an interest in such Transferred Property, including, without limitation, purchasers or ground lessees of lots, parcels or facilities on such portion of the Property (a "Transferee"). Any such Transfer shall relieve the transferring party (a "Transferor") of any and all Rights and Obligations under this Development Agreement insofar as they pertain to the Transferred Property, as provided in this Article 13.

Section 13.02. Transfers In General.

Section 13.02.1. In General. In connection with any Transfer of all or any portion of the Project or the Property, other than a transfer or assignment to a "Non-Assuming Transferee" as described in Section 13.03 below, or a "Mortgagee" as defined in Section 14.01 below, the Transferor and the Transferee may enter into a written agreement regarding their respective Rights and Obligations in and under this Development Agreement (a "Transfer Agreement"). Any such Transfer Agreement may contain provisions: (i) releasing the Transferor from any Rights and Obligations under this Development Agreement that relate to the Transferred Property, provided the Transferee expressly assumes all such Rights and Obligations, (ii) transferring to the Transferee rights to improve the portion of the Property transferred and any other Rights and Obligations of the Transferor arising under this Agreement, and (iii) addressing any other matter deemed necessary or appropriate in connection with the Transfer.

Section 13.02.02. City Review of Release Provisions.

(a) A Transferor shall have the right, but not the obligation, to seek City's consent to those provisions of any Transfer Agreement purporting to release such Transferor from any Rights and Obligations arising under this Development Agreement (the "Release Provisions"). If a Transferor fails to seek City's consent or City does not consent to any such Release Provisions, then such Transferor may nevertheless transfer to the Transferee any and all Rights and Obligations of such Transferor arising under this Development Agreement (as described in Section 13.02.1, clauses (i) and (ii) above) but, with respect to City, shall not be released from those Rights and Obligations described in the Release Provisions to which City

has not consented. If City consents to any Release Provisions, then: (i) the Transferor shall be free from any and all Rights and Obligations accruing on or after the date of the Transfer with respect to those Rights and Obligations described in such Release Provisions and (ii) no default hereunder by Transferee with respect to any Rights and Obligations from which the Transferor has been released shall be attributed to the Transferor. City may consent, or conditionally consent, to all, none, or some of the Release Provisions.

- (b) City shall review and consider promptly, reasonably and in good faith any request by a Transferor for City's consent to any Release Provisions. City's consent to any such Release Provisions may be withheld only if: (i) reliable evidence supports a conclusion that the Transferee will be unable to perform the Rights and Obligations proposed to be assumed by the Transferee pursuant to the Transfer Agreement, (ii) the Rights and Obligations are not reasonably allocable among particular portions of the Project and Property, such as the Transferred Property, (iii) the Transferor or Transferee fails to provide acceptable security, as and if reasonably requested by City, to ensure the performance of the Rights and Obligations proposed to be assumed by the Transferee pursuant to the Transfer Agreement, or (iv) the Transferor or Transferee fail to provide information reasonably requested by the City to assist it in making the determinations described in this paragraph. In no event shall City unreasonably withhold consent to any Release Provisions. City shall respond within 30 days to any request by a Transferor for consent to any Release Provisions.
- (c) Subject to the provisions of subsection (b) above, because and to the extent certain obligations arising under this Development Agreement may not reasonably be allocable among portions of the Project, City may refuse to release the Transferor of one portion of the Project from such Rights and Obligations under this Development Agreement even though the Rights and Obligations are being or have been assumed by the Transferee of some other portion of the Project.

Section 13.03. Non-Assuming Transferees. Except as otherwise required by a Transferor, the Obligations of a Transferor shall not apply to any purchaser of any property that has been established as a single legal parcel for nonresidential use that does not require any further on-site or off-site infrastructure. The Transferee in such a transaction and the successors and assigns of such a Transferee ("Non-Assuming Transferees") shall be deemed to have no Obligations under this Agreement, but shall continue to benefit from the Rights provided by this Development Agreement for the duration of its term. Nothing in this section shall exempt any Non Assuming Transferee from the payment of applicable fees, taxes and assessments or from having to comply with applicable conditions of an Approval or with Applicable Law.

ARTICLE 14. MORTGAGEE PROTECTION

Section 14.01. In General. The provisions of this Development Agreement shall not limit Avila Ranch's right to encumber the Property or any portion thereof, or any improvement thereon by

any mortgage, deed of trust or other device securing financing with respect to such portion. City acknowledges that lenders providing such financing and other "Mortgagees" (defined below) may require certain interpretations and modifications of this Development Agreement and agrees upon request, from time to time, to meet with Avila Ranch and representatives of such lenders to negotiate in good faith any such request for an interpretation or modification. City shall not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any person holding a mortgage, deed of trust or other security instrument on all or any portion of the Property made in good faith and for value (each, a "Mortgagee"), shall be entitled to the rights and privileges of this Article 14.

Section 14.02. Impairment of Mortgage or Deed of Trust. Except as otherwise specifically stated in the terms of any security instrument held by a Mortgagee, no default under this Development Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made, or other interest in the Property acquired, by any Mortgagee in good faith and for value.

Section 14.03. Notice of Default to Mortgagee. If a Mortgagee has submitted a written request to City as specified herein for notice, City shall use its best efforts to provide to such Mortgagee written notification of any failure or default by Avila Ranch in the performance of Avila Ranch's obligations under this Agreement, which notification shall be provided to such Mortgagee when such notification is delivered to Avila Ranch.

Section 14.04. Right of Mortgagee to Cure. Any Mortgagee shall have the right, but not the obligation, to cure any failure or default by Avila Ranch during the cure period allowed Avila Ranch under this Agreement, plus an additional 90 days if, to cure such failure or default, the Mortgagee must obtain possession of the property as by seeking appointment of a receiver or other legal process. Any Mortgagee that undertakes to cure any such failure or default shall provide written notice to City of that fact; provided that no initiation of any such efforts by a Mortgagee shall obligate such Mortgagee to complete or succeed in any such curative efforts.

Section 14.05. Liability for Past Defaults or Obligations. Subject to the foregoing, any Mortgagee, including the successful bidder at a foreclosure sale, who comes into possession of the Project or the Property or any part thereof, shall take such property subject to the Rights and Obligations of this Development Agreement and in no event shall any such property be released from any Obligations. Nothing in this Article 14 shall prevent City from exercising any remedy it may have for a default under this Development Agreement; provided, however, that in no event shall such Mortgagee be liable personally for any defaults or monetary obligations of Avila Ranch arising before such Mortgagee acquires or possesses such property.

ARTICLE 15. GENERAL PROVISIONS

Section 15.01. Incorporation of Recitals and Exhibits. The Recitals set forth above and the **Exhibits A–J** attached hereto are incorporated herein as though set forth in full.

Section 15.02. Project is a Private Undertaking. The development Avila Ranch proposes to undertake is a private development, and Avila Ranch shall exercise full dominion and control over the Project subject only to Avila Ranch's limitations and Obligations contained in this Agreement.

Section 15.03. Cooperation in the Event of Legal Challenge.

Section 15.03.1. In General. If any person not party to this Development Agreement institutes any administrative, legal or equitable action or other proceeding challenging the validity of any provision of this Agreement, any Approval or the sufficiency of any review of this Development Agreement or any Approval under CEQA (each a "Third Party Challenge"), the Parties promptly shall meet and confer as to the most appropriate response to such Third Party Challenge; provided, however, that any such response shall be consistent with Sections 15.03.2 and 15.03.3 below.

Section 15.03.2. Tender to and Conduct of Defense by Avila Ranch. City shall tender the complete defense of any Third Party Challenge to Avila Ranch, and upon acceptance of such tender by Avila Ranch: (i) Avila Ranch shall indemnify City against any and all fees and costs arising out of the defense of such Third Party Challenge; and (ii) Avila Ranch shall control the defense and/or settlement of such Third Party Challenge and may take any and all actions it deems necessary and appropriate in its sole discretion in connection therewith; provided, however, that Avila Ranch shall seek and secure City's consent to any settlement of such Third Party Challenge, which consent shall not unreasonably be withheld or delayed.

Section 15.03.03. Defense by City. If Avila Ranch should fail to accept City's tender of defense as set forth in Section 15.03.2 above, City shall defend such Third Party Challenge and control the defense and/or settlement of such Third Party Challenge as City decides (in its sole discretion), and City may take any and all actions it deems necessary and appropriate (in its sole discretion) in connection therewith; provided, however, that City shall seek and secure Avila Ranch's consent to any settlement of such Third Party Challenge, which consent shall not unreasonably be withheld or delayed. Avila Ranch shall indemnify City against any and all fees and costs arising out of the City's defense of such Third Party Challenge. Notwithstanding the foregoing, if Avila Ranch determines for any reason that it no longer intends to develop the Project, then it may deliver notice of such determination to City and shall not be liable for any defense costs incurred by City more than 90 days following the delivery of such notice.

Section 15.04. Defense and Indemnity. Avila Ranch shall defend and indemnify City from and against any and all damages, claims, costs and liabilities arising out of the personal injury or death of any person, or damage to the property of any person, to the extent such damages, claims, costs or liabilities result from the construction of the Project by Avila Ranch or by Avila Ranch's contractors, subcontractors, agents or employees, except as caused by the negligence or willful misconduct of City, its officers, employees, contractors, consultants or agents. Nothing in this Section 15.04 shall be construed to mean that Avila Ranch shall defend or indemnify City from or against any damages, claims, costs or liabilities arising from, or alleged to arise from, activities associated with the maintenance or repair by City or any other public agency of improvements that have been offered for dedication and accepted by City or such other public

agency. City and Avila Ranch may from time to time enter into subdivision improvement agreements, as authorized by the Subdivision Map Act, which agreements may include defense and indemnity provisions different from those contained in this Section 15.04. If any conflict appears between such provisions in any such subdivision improvement agreement and the provisions set forth above, the provisions of such subdivision improvement agreement shall prevail.

Section 15.05. Governing Law; Attorneys' Fees. This Development Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any dispute arising under this Agreement lies in the county of San Luis Obispo and Avila Ranch hereby consents to personal jurisdiction there for that purpose. The Parties will cooperate to facilitate venue for any Third Party Challenge set forth in Section 15.03 above in San Luis Obispo County. Should any legal action be brought by either Party because of any default under this Development Agreement, to enforce any provision of this Development Agreement, or to obtain a declaration of rights hereunder, the prevailing Party shall be entitled to such reasonable and actual attorneys' fees, and costs as may be fixed by the Court. The standard of review for determining whether a default has occurred under this Development Agreement shall be the standard generally applicable to contractual obligations in California. The terms and provisions of this Section 15.05 shall survive any termination of this Agreement.

Section 15.06. Force Majeure. Performance by any Party of its Obligations hereunder shall be excused during any period of "Permitted Delay" as hereinafter defined. For purposes hereof, Permitted Delay shall include delay beyond the reasonable control of the Party claiming the delay (and despite the good faith efforts of such Party) including, but not limited to: (i) acts of God, (ii) civil commotion and acts of terrorism, (iii) riots, (iv) strikes, picketing or other labor disputes, (v) shortages of materials or supplies, (vi) damage to work in progress by reason of fire, floods, earthquake or other casualties, (vii) failure, delay or inability of the other Party to act, (viii) as to Avila Ranch only, the failure, delay or inability of City to provide adequate levels of public services, facilities or infrastructure to the Property, (ix) as to City only, with respect to completion of the Annual Review or processing applications for Approvals, the failure, delay or inability of Avila Ranch to provide adequate information or substantiation as reasonably required to complete the Annual Review or process applications for Approvals; (x) delay caused by restrictions imposed or mandated by governmental entities other than the City; (xi) enactment of conflicting state or federal laws or regulations, (xii) judicial decisions or similar legal incapacity to perform, and (xiii) litigation brought by a third party attacking the validity of this Development Agreement. Any Party claiming a Permitted Delay shall notify the other Party (or Parties) in writing of such delay within 30 days after the commencement of the delay, which notice ("Permitted Delay Notice") shall include the estimated length of the Permitted Delay. A Permitted Delay shall be deemed to occur for the time set forth in the Permitted Delay Notice unless a Party receiving the Permitted Delay Notice objects in writing within 10 days after receiving the Permitted Delay Notice. Upon such an objection, the Parties shall meet and confer within 30 days after the date of the objection in a good faith effort to resolve their disagreement as to the existence and length of the Permitted Delay. If no mutually acceptable solution can be reached, either Party may take action as may be permitted under Article 12 above.

Section 15.07. Waiver

Section 15.07.1. Legal Rights. Avila Ranch acknowledges and agrees that the terms and provisions of this Development Agreement specifically permit City in some instances to impose requirements upon the Project that City would not otherwise be able to impose due to a lack of nexus, rough proportionality or reasonable relationship between the Project and such requirement or other reasons. To the extent any such requirement is imposed by City upon the Project consistently with the terms and provisions of this Agreement, Avila Ranch waives any right to challenge judicially the imposition of such requirement by City. Except as otherwise provided in this Section 15.07.1, City shall comply with Applicable Law.

Section 15.07.2. Other Rights. While Section 15.07.1 prohibits Avila Ranch from challenging judicially certain City requirements imposed consistently with this Agreement, nothing in this Development Agreement shall be deemed to abrogate or limit, nor be deemed to be a waiver by Avila Ranch of, any right of Avila Ranch (whether arising under the United States Constitution, the California Constitution or otherwise) to request City to refrain from imposing upon Avila Ranch, the Project or the Property any requirement that this Development Agreement permits City so to impose or otherwise petition City with respect to any matter related to the Project or the Property.

Section 15.08. Notices. Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally, by facsimile (with original forwarded promptly by regular U.S. Mail) or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice or communication shall be deemed to be given and received when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to be given and received upon receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next business day. If given by Federal Express or similar courier, a notice or communication shall be deemed to be given and received when delivered as shown on a receipt issued by the courier. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City to:

City Manager

City of San Luis Obispo

990 Palm Street

San Luis Obispo, CA 93401

Telecopy/Facsimile: (805) 781-7109

With a courtesy copy to:

City Attorney

City of San Luis Obispo

990 Palm Street

San Luis Obispo, CA 95330

If to Avila Ranch to:

Avila Ranch, LLC

C/O Andy Mangano, Managing Member 3596 South Broad Street, Suite 140

With a courtesy copy to:

Meyers Nave

Attn: Jon Goetz

707 Wilshire Blvd., 24th Floor

Los Angeles, CA 90017

Telecopy/Facsimile: (213) 626-2906

Any Party may at any time, change its address or facsimile number for notice by giving 10 days' written notice to the other.

Section 15.09. No Joint Venture or Partnership. Nothing in this Development Agreement or in any document executed in connection with it shall be construed as creating a joint venture, partnership or any agency relationship between City and Avila Ranch. City shall have no responsibility for public improvements unless and until they are accepted by City in the manner required by law.

Section 15.10. Severability. If any provision of this Development Agreement is held invalid, void or unenforceable but the remainder of this Development Agreement can be enforced without failure of material consideration to any Party, then this Development Agreement shall not be affected and shall remain in full force and effect, unless amended by mutual consent of the Parties.

Section 15.11. Estoppel Certificate. Any Party and any Mortgagee may, at any time, and from time to time, deliver written notice to the other Party or Parties requesting such Party or Parties to certify in writing that, to the knowledge of the certifying Party: (i) this Development Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and (iii) as of the date of the last Annual Review, the requesting Party (or any Party specified by a Mortgagee) is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate or give a written, detailed response explaining why it will not do so within 30 days of receipt of a request. Each Party acknowledges that such a certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Development Agreement shall be in recordable form and may be recorded at the expense of the recording Party.

Section 15.12. Further Assurances. Each Party shall execute and deliver to the other Party or Parties all such other further instruments and documents and take all such further actions as may be reasonably necessary to carry out this Development Agreement and the Approvals and to provide and secure to the other Party or Parties the full and complete enjoyment of its Rights hereunder.

Section 15.13. Construction.

- (a) All Parties have been represented by counsel in the preparation of this Development Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to its interpretation or enforcement. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain. If any conflict appears between this Development Agreement and the rules, regulations or official policies of City, the provisions of this Development Agreement shall prevail and be deemed to have amended any such conflicting rules, regulation or official policy as of the Effective Date.
- (b) The Parties intend this Development Agreement to be consistent with the requirements of Chapter 17.94 of the City's zoning ordinance and it shall be construed consistently with that intent. Should any conflict arise between this Agreement and that Chapter 17.94 as it exists on the Effective Date, that Chapter 17.94 shall control.

Section 15.14. Other Miscellaneous Terms. In construing this Agreement, the singular includes the plural; the masculine gender includes the feminine and the neuter; "shall" is mandatory; "may" is permissive.

Section 15.15. Counterpart Execution. This Development Agreement may be executed in any number of counterparts and shall be deemed duly executed when each of the Parties has executed such a counterpart.

Section 15.16. Time. Time is of the essence of each and every provision of this Agreement.

Section 15.17. Good Faith/Fair Dealing. The Parties agree that a covenant of good faith and fair dealing shall apply to all actions of the Parties. As used herein, this covenant shall mean that the Parties shall act reasonably, and no Party shall do anything which shall have the effect of destroying or injuring the rights of any other Party to receive the benefit of its bargain in this Agreement. Nothing in this Section 15.17 shall detract from the principle of Section 12.02.4 that neither Party shall be entitled to damages for breach of this Agreement.

Section 15.18. Exhibits.

List of Exhibits:

A - Avila Ranch SP Site Plan

B – Legal Description

C - Financing Plan

D - Phasing Plan

E-1 - Backbone Water Infrastructure

E-2 - Backbone Sewer Infrastructure

E-3 – Backbone Recycled Water Infrastructure

E-4 -Backbone Drainage Infrastructure

F - Figure 5 of Conservation & Open Space Element

G - Affordable/Workforce Housing Plan

H – Water Improvements

I - Water Well Site Plan

J - Bicycle Improvements

IN WITNESS WHEREOF, the Parties have executed this Development Agreement as of the Execution Date above.

CITY:

CITY OF SAN LUIS OBISPO, a municipal corporation

By:

Heidi Harmon, Mayor

APPROVED AS TO FORM:

Ву:

J. Christine Dietrick, City Attorney

AVILA RANCH, LLC:

By:

Andrew D. Mangano

Its: Managing Member

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.

County of San Luis Obispo	
a light and 2017	r r
On <u>November 2, 2017</u> before me, <u>Heather Suzanne Goudwin, Notory Pu</u> (insert name and title of the officer)	50
personally appeared Andrew D. Mangano	
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 i his/ber/their authorized capacity(ies), and that by his/ber/their signature(s) on the instrument the	n

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

person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

01-1- -- 0-116---

Signature Status StandwingSeal)

HEATHER SUZANNE GOODWIN Notary Public - California San Luis Obispo County

Commission # 2198666 My Comm. Expires Jun 21, 2021

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.

Signature Skather Stondwin (Seal)

	te of California unty ofSai	n Luis Obisp	00)			
On	November 6, 2	017	before me,	pefore me, Heather Suzanne Good	dwin, Notary Public	Public	
						of the officer)	_
pers	sonally appeared _	Heidi Harr	mon				
bis/i	scribed to the with her/their authorized son(s), or the entity	in instrument d capacity(je y upon behal	t and acknow s), and that t f of which the	vledged to me that by his/her/their sign e person(s) acted,	he/she/ nature(s execute		9
	rtify under PENAL agraph is true and		IURY under t	he laws of the Sta	ite of Ca	alifornia that the foregoin	g
WIT	NESS my hand ar	nd official sea	al.	T. W.		HEATHER SUZANNE GOODWIN Notary Public – California San Luis Obispo County Commission # 2198666 My Comm. Expires Jun 21, 2021	

Exhibit A

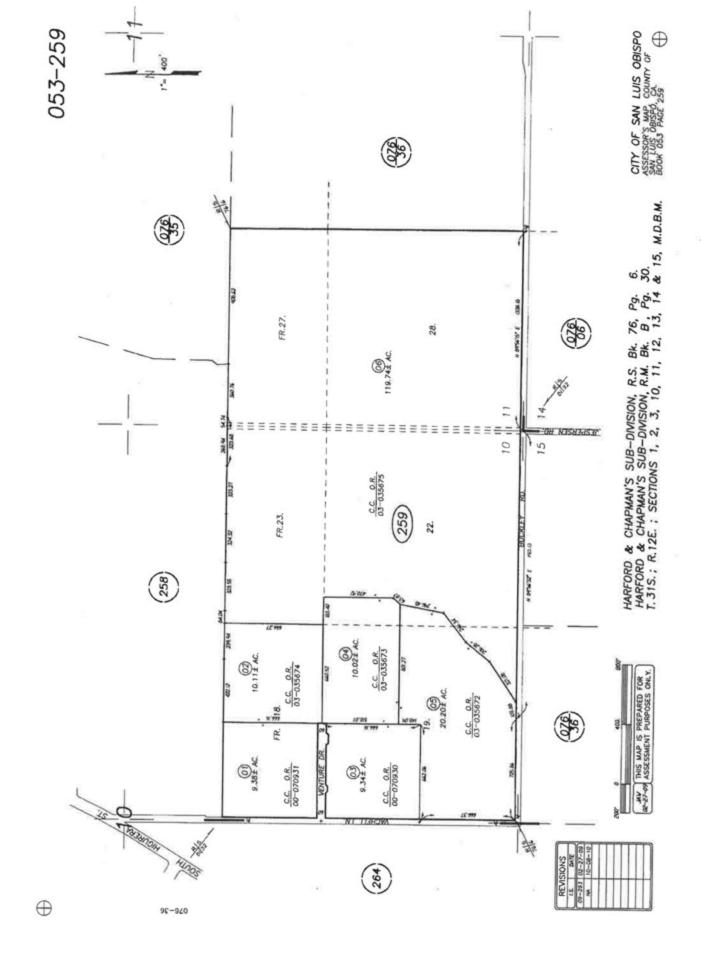
Avila Ranch Site Plan





Exhibit B

Legal Description



Page Number: 7

LEGAL DESCRIPTION

Real property in the City of San Luis Obispo, County of San Luis Obispo, State of California, described as follows:

PARCEL A: (A.P.N.: 053-259-004)

PARCEL 2 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. COAL 01-0097, RECORDED APRIL 9, 2003 AS INSTRUMENT NO. 2003-035673 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THE REAL PROPERTY LOCATED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, BEING A PORTION OF THE PARCEL DESCRIBED IN DOCUMENT NO. 2000-070932 AND A PORTION OF THE PARCEL DESCRIBED IN DOCUMENT NO. 2000-070933 SHOWN ON THE MAP RECORDED IN BOOK 81 OF RECORD OF SURVEYS, PAGE 32 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF THE PARCEL DESCRIBED IN DOCUMENT NO. 2000-070931 OF OFFICIAL RECORDS AS SHOWN ON SAID MAP, SAID CORNER ALSO BEING A POINT ON THE CENTERLINE OF VACHELL LANE AS SHOWN ON SAID MAP; THENCE IN A SOUTHERN DIRECTION ALONG THE WESTERN LINE OF SAID PARCEL AND SAID CENTERLINE, SOUTH 00° 00' 11" WEST, 666.37 FEET TO THE MOST WESTERN CORNER COMMON TO SAID PARCEL AND THE PARCEL DESCRIBED IN DOCUMENT NO. 2000-070930 OF OFFICIAL RECORDS AS SHOWN ON SAID MAP, SAID COMMON CORNER ALSO BEING ON SAID CENTERLINE OF VACHELL LANE;

THENCE LEAVING SAID COMMON CORNER AND SAID POINT ON SAID CENTERLINE IN AN EASTERN DIRECTION ALONG THE LINE COMMON TO SAID PARCELS AS SHOWN ON SAID MAP, NORTH 89° 56' 56" EAST, 662.06 FEET TO THE MOST EASTERN CORNER COMMON TO SAID PARCELS, SAID COMMON CORNER ALSO BEING ON A LINE OF THE PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2000-070932 OF OFFICIAL RECORDS AND WITNESSED BY A 5/8" REBAR AND CAP RCE 12545 AS SHOWN ON SAID MAP, SAID COMMON CORNER ON SAID LINE ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING IN AN EASTERN DIRECTION NORTH 89° 58' 55" EAST, 660.52 FEET TO A POINT ON A LINE COMMON TO SAID PARCEL DESCRIBED IN DOCUMENT NO. 2000-070932 OF OFFICIAL RECORDS AND THE PARCEL DESCRIBED IN DOCUMENT NO. 2002-070933 OF OFFICIAL RECORDS AS SHOWN ON SAID MAP, SAID POINT BEING SOUTH 0° 08' 06" WEST, 666.27 FEET FROM THE MOST NORTHERN CORNER COMMON TO SAID PARCELS AND BEING WITNESSED BY 5/8" REBAR AND CAP RCE 12545 AS SHOWN ON SAID MAP;

THENCE CONTINUING IN AN EASTERN DIRECTION NORTH 89° 56' 56" EAST, 183.40 FEET; THENCE IN A SOUTHERN DIRECTION THE FOLLOWING COURSES AND DISTANCES: SOUTH 00° 00' 00" EAST, 470.92 FEET;

SOUTH 41° 55' 49" WEST, 63.87 FEET;

THENCE IN A WESTERN DIRECTION NORTH 90° 00' 00" WEST, 801.27 FEET TO POINT ON A LINE COMMON TO SAID PARCEL DESCRIBED IN DOCUMENT NO. 2000-070930 OF OFFICIAL RECORDS AND SAID PARCEL DESCRIBED IN DOCUMENT NO. 2000-070932 OF OFFICIAL RECORDS AS SHOWN ON SAID MAP;

THENCE IN A NORTHERN DIRECTION ALONG SAID COMMON LINE, NORTH 00° 00' 11" EAST, 518.07 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL A-1:

Page Number: 8

AN EASEMENT FOR ACCESS OVER THE NORTHERLY 30 FEET OF PARCEL 1, AS SAID PARCELS ARE SHOWN DESCRIBED IN CERTIFICATES OF COMPLIANCE'S RECORDED NOVEMBER 29, 2000 AS INSTRUMENT NOS. 2000-070930 AND 070931 OF OFFICIAL RECORDS.

PARCEL B:(APN: 053-259-005)

PARCEL 1 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. COAL 01-0097, RECORDED APRIL 9, 2003 AS INSTRUMENT NO. 2003-035672 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THE REAL PROPERTY LOCATED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, BEING A PORTION OF THE PARCEL DESCRIBED IN DOCUMENT NO. 2000-070932 AND A PORTION OF THE PARCEL DESCRIBED IN DOCUMENT NO. 2000-070933 OF OFFICIAL RECORDS SHOWN ON THE MAP RECORDED IN BOOK 81 OF RECORD OF SURVEYS, PAGE 32, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF THE PARCEL DESCRIBED IN DOCUMENT NO. 2000-070931 OF OFFICIAL RECORDS AS SHOWN ON SAID MAP, SAID CORNER ALSO BEING A POINT ON THE CENTERLINE OF VACHELL LANE AS SHOWN ON SAID MAP; THENCE IN A SOUTHERN DIRECTION ALONG THE WESTERN LINE OF SAID PARCEL AND SAID CENTERLINE, SOUTH 00° 00' 11" WEST, 666.37 FEET TO THE MOST WESTERN CORNER COMMON TO SAID PARCEL AND THE PARCEL DESCRIBED IN DOCUMENT NO. 2000-070930 OF OFFICIAL RECORDS AS SHOWN ON SAID MAP, SAID COMMON CORNER ALSO BEING ON SAID CENTERLINE OF VACHELL LANE;

THENCE LEAVING SAID COMMON CORNER AND SAID POINT ON SAID CENTERLINE IN AN EASTERN DIRECTION ALONG THE LINE COMMON TO SAID PARCELS AS SHOWN ON SAID MAP, NORTH 89° 56' 56" EAST, 662.06 FEET TO THE MOST EASTERN CORNER COMMON TO SAID PARCELS, SAID COMMON CORNER ALSO BEING ON A LINE OF THE PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2000-070932 OF OFFICIAL RECORDS AND WITNESSED BY A 5/8" REBAR AND CAP RCE 12545 AS SHOWN ON SAID MAP;

THENCE CONTINUING IN AN EASTERN DIRECTION NORTH 89° 58' 55" EAST, 660.52 FEET TO A POINT ON THE LINE COMMON TO SAID PARCEL OF LAND AND THE PARCEL DESCRIBED IN DOCUMENT NO. 2000-070933 OF OFFICIAL RECORDS AS SHOWN ON SAID MAP, SAID POINT BEING SOUTH 0° 08' 06" WEST, 666.27 FEET FROM THE MOST NORTHERN CORNER COMMON TO SAID PARCELS AND BEING WITNESSED BY 5/8" REBAR AND CAP RCE 12545 AS SHOWN ON SAID MAP;

THENCE CONTINUING IN AN EASTERN DIRECTION NORTH 89° 56' 56" EAST, 183.40 FEET; THENCE IN A SOUTHERN DIRECTION THE FOLLOWING COURSES AND DISTANCES: SOUTH 00° 00' 00" EAST, 470.92 FEET;

SOUTH 41° 55' 49" WEST, 63.87 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING IN A SOUTHERN DIRECTION THE FOLLOWING COURSES AND DISTANCES:

SOUTH 10° 13' 54" WEST, 296.48 FEET;

SOUTH 51° 47' 47" WEST, 246.34 FEET;

SOUTH 37° 32' 27" WEST, 206.28 FEET;

SOUTH 55° 33' 57" WEST, 321.08 FEET;

SOUTH 75° 54' 21" WEST, 103.88 FEET TO A POINT ON THE SOUTHERN LINE OF PARCEL DESCRIBED IN DOCUMENT NO. 2000-070932 AS SHOWN ON SAID MAP, SAID POINT ALSO BEING ON THE CENTERLINE OF BUCKLEY ROAD;

THENCE IN A WESTERN DIRECTION ALONG SAID SOUTHERN LINE AND SAID CENTERLINE, SOUTH 89° 56' 32" WEST, 725.86 FEET TO THE SOUTHWESTERN CORNER OF SAID PARCEL, SAID CORNER ALSO BEING THE CENTERLINE INTERSECTION POINT OF SAID VACHELL LANE

Page Number: 9

AND BUCKLEY ROAD AND WITNESSED BY A 5/8" REBAR AND CAP RCE 12545 AS SHOWN ON SAID MAP;

THENCE LEAVING SAID SOUTHERN LINE AND SAID CENTERLINE INTERSECTION POINT IN A NORTHERN DIRECTION ALONG THE WESTERN LINE OF SAID PARCEL AND SAID CENTERLINE OF VACHELL LANE, NORTH 00° 00' 10" EAST, 666.37 FEET TO THE MOST WESTERN CORNER COMMON WITH SAID PARCEL DESCRIBED IN DOCUMENT NO. 2000-070930 AS SHOWN ON SAID MAP, SAID COMMON CORNER ALSO BEING ON SAID CENTERLINE OF VACHELL LANE; THENCE LEAVING SAID COMMON CORNER ON SAID CENTERLINE IN AN EASTERN DIRECTION ALONG A LINE COMMON TO SAID PARCELS, NORTH 89° 55' 51" EAST, 662.06 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL DESCRIBED IN DOCUMENT NO. 2000-070930 AS SHOWN ON SAID MAP, SAID CORNER BEING COMMON WITH A CORNER OF THE PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2000-070932 AND WITNESSED BY A 5/8" REBAR AND CAP RCE 12545 AS SHOWN ON SAID MAP;

THENCE LEAVING SAID COMMON CORNER IN A NORTHERN DIRECTION ALONG A LINE COMMON TO SAID PARCELS, NORTH 00° 00' 11" EAST, 148.09 FEET TO A POINT, SAID POINT BEING SOUTH 00° 00' 11" WEST, 518.07 FEET FROM THE MOST EASTERN CORNER COMMON TO SAID PARCELS DESCRIBED IN DOCUMENT NO. 2000-070930 AND DOCUMENT NO. 2000-070931 AS SHOWN ON SAID MAP, SAID COMMON CORNER ALSO BEING ON A LINE OF THE PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2000-070932 AND WITNESSED BY A 5/8" REBAR AND CAP RCE 12545 AS SHOWN ON SAID MAP;

THENCE LEAVING SAID COMMON LINE OF SAID PARCELS, NORTH 90° 00' 00" EAST, 801.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL C:(APN: 053-259-006)

PARCEL 4 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. COAL 01-0097, RECORDED APRIL 9, 2003 AS INSTRUMENT NO. 2003-035675 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THE REAL PROPERTY LOCATED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA BEING A PORTION OF THE PARCEL DESCRIBED IN INSTRUMENT NO. 2000-70932 AND A PORTION OF THE PARCEL DESCRIBED IN DOCUMENT NO. 2000-70933 AS SHOWN ON A MAP RECORDED IN BOOK 81 OF RECORDS OF SURVEY AT PAGE 32 IN THE OFFICE OF THE COUNTY CLERK/RECORDER OF SAID COUNTY, AND LOT 27 AND LOT 28 OF THE HARFORD'S AND CHAPMAN'S SUBDIVISION AS SHOWN ON A MAP RECORDED IN BOOK 76 OF RECORDS OF SURVEY PAGE 06 IN THE OFFICE OF THE COUNTY CLERK/RECORDER OF SAID COUNTY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF THE PARCEL DESCRIBED IN DOCUMENT NO. 2000-70931 AS SHOWN ON THE MAP RECORDED IN BOOK 81 OF RECORDS OF SURVEY AT PAGE 32 IN THE OFFICE OF COUNTY CLERK/RECORDER OF SAID COUNTY, SAID CORNER ALSO BEING A POINT ON THE CENTERLINE OF VACHELL LANE AS SHOWN ON SAID MAP; THENCE IN AN EASTERN DIRECTION ALONG THE NORTHERN LINE OF SAID PARCEL THE FOLLOWING COURSES AND DISTANCES: N89°58'01"E, 562.91 FEET; N89°58'01"E, 99.15 FEET TO THE MOST NORTHERN CORNER COMMON TO SAID PARCEL AND THE PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2000-70932 AND WITNESSED BY A 5/8" REBAR AND CAP RCE 12545 AS SHOWN ON SAID MAP; THENCE CONTINUING IN AN EASTERN DIRECTION ALONG THE NORTHERN LINE OF SAID PARCEL DESCRIBED IN DOCUMENT NO. 2000-70932 AS SHOWN ON SAID MAP THE FOLLOWING COURSES AND DISTANCES: N89°58'01"E, 422.12 FEET; N89°59'00"E, 239.94 FEET TO THE MOST NORTHERN CORNER COMMON TO SAID PARCEL AND THE PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2000-70933 AND WITNESSED BY A 5/8" REBAR AND CAP RCE 12545 AS SHOWN ON SAID MAP, SAID COMMON POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERN LINE IN A SOUTHERN

Page Number: 10

DIRECTION ALONG A LINE COMMON TO SAID PARCELS, S00°08'06"W, 666.27 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE IN AN EASTERN DIRECTION N89°56'56"E 183.40 FEET; THENCE IN A SOUTHERN DIRECTION THE FOLLOWING COURSES AND DISTANCES: S00°00'00"E, 470.92 FEET; S41°55'49"W, 63.87 FEET; S10°13'54"W, 296.48 FEET; S51°47'47"W, 246.34 FEET; S37°32'27"W, 206.28 FEET; S55°33'57"W, 321.08 FEET; S75°54'21"W, 103.88 FEET TO A POINT ON THE SOUTHERN LINE OF THE PARCEL DESCRIBED IN DOCUMENT NO. 2000-70932 AS SHOWN ON SAID MAP, SAID POINT ALSO BEING ON THE CENTERLINE OF BUCKLEY ROAD; THENCE IN A EASTERN DIRECTION ALONG SAID SOUTHERN LINE AND SAID CENTERLINE N89°56'32"E, 1913.13 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL DESCRIBED IN DOCUMENT NO. 2000-70933 AND WITNESSED BY A 5/8" REBAR AND CAP RCE 12545 AS SHOWN ON SAID MAP, SAID CORNER ALSO BEING COMMON WITH THE SOUTHWESTERN CORNER OF LOT 28 OF THE HARFORD'S AND CHAPMAN'S SUBDIVISION AND ON THE CENTERLINE OF BUCKLEY ROAD AS SHOWN ON THE MAP RECORDED IN BOOK 76 OF RECORDS OF SURVEY AT PAGE 06 IN THE OFFICE OF COUNTY CLERK/RECORDER; THENCE CONTINUING IN AN EASTERN DIRECTION ALONG THE SOUTHERN LINE OF SAID LOT 28 AND SAID CENTERLINE OF BUCKLEY ROAD, N89°56'15"E, 1338.18 FEET TO THE SOUTHEASTERN CORNER OF SAID LOT 28 ON SAID CENTERLINE OF BUCKLEY ROAD AS SHOWN ON SAID MAP; THENCE LEAVING SAID SOUTHERN LINE OF LOT 28 AND SAID CENTERLINE OF BUCKLEY ROAD IN A NORTHERN DIRECTION ALONG THE EASTERN LINE OF LOT 28 AS SHOWN ON SAID MAP THE FOLLOWING COURSES AND DISTANCES: N00°07'52"W, 679.75 FEET; N00°07'50"W, 659.36 FEET TO THE MOST EASTERN CORNER COMMON TO SAID LOT 28 AND LOT 27 OF HARFORD'S AND CHAPMAN'S SUBDIVISION AS SHOWN ON SAID MAP; THENCE CONTINUING IN A NORTHERN DIRECTION ALONG THE EASTERN LINE OF LOT 27 AS SHOWN ON SAID MAP N00°08'28"W, 659.15 FEET TO THE NORTHEASTERN CORNER OF LOT 27 AND WITNESSED BY 1-1/4" IRON PIPE LS 3877 AS SHOWN ON SAID MAP; THENCE LEAVING SAID EASTERN LINE OF LOT 27 IN WESTERN DIRECTION ALONG THE NORTHERN LINE OF LOT 27 AND THE NORTHERN LINE OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2000-70933 AS SHOWN ON THE MAP RECORDED IN BOOK 81 OF RECORDS OF SURVEY AT PAGE 32 IN THE OFFICE OF COUNTY CLERK/RECORDED OF SAID COUNTY THE FOLLOWING COURSES AND DISTANCES: S89°57'07"W, 908.62 FEET; S89°56'55"W, 54.74 FEET; S89°56'55"W, 268.94 FEET; S89°55'27"W, 323.68 FEET; S89°54'15"W, 323.27 FEET; S89°59'01"W, 324.32 FEET; S89°55'42"W, 323.55 FEET; S89°59'00"W, 84.04 FEET TO THE TRUE POINT OF BEGINNING.

APN: 053-259-004 and 053-259-005 and 053-259-006

Exhibit C

Financing Plan

Draft Report

Avila Ranch Financing Plan

The Economics of Land Cor.



Prepared for:

City of San Luis Obispo

Prepared by:

Economic & Planning Systems, Inc.

September 1, 2017

Economic & Planning Systems, Inc. One Kaiser Plaza, Suite 1410 Oakland, CA 94612-3604 510.841.9190 tel 510.740.2080 fax

EPS #161181

Oakland Sacramento Denver Los Angeles

www.epsys.com

Table of Contents

1.	EXECUTIVE SUM	MARY
2.		ROJECT OVERVIEW
	Avila Ranch [Development Plan
	Project Plann	ing and Regulation6
3.	SERVICES AND I	MPROVEMENTS TO BE FUNDED
	Municipal Ser	vices
	Infrastructure	e Improvements9
4.	FUNDING AND FI	NANCING SOURCES
	Avila Ranch F	unding Sources
	Economic Cor	nsiderations
5.	IMPLEMENTATION	MEASURES AND RELATED ACTIONS
Appe	ndices	
	APPENDIX A	Avila Ranch Services CFD Preliminary Rate Allocation, Local Area Maintenance and Fiscal Mitigation Combined
	APPENDIX B	Avila Ranch Infrastructure Cost and Allocation Analysis
List	of Tables	
Table	1 Sources as	ad Hear of Avila Banch Infractrusture Figureina
	2	nd Uses of Avila Ranch Infrastructure Financing2
Table		of Avila Ranch Services CFD, Preliminary Rate Allocation oment Stabilization
Table	3 Infrastruct	cure Costs by Type of Infrastructure9

1. EXECUTIVE SUMMARY

The Avila Ranch Financing Plan (Financing Plan) identifies the municipal services and infrastructure required to serve the Avila Ranch Project and describes how these will be funded and/or financed over time. In addition to providing a general description of how required municipal services and infrastructure will be funded, the Financing Plan provides a basis for financial terms included in the Development Agreement and also for the Community Facilities District Rate and Method of Apportionment.

The Avila Ranch Project will create a new City neighborhood located at the northeast corner of Buckley Road and Vachell Lane. The Avila Ranch Development Plan allows up to 720 dwelling units; a "Town Center" with 15,000 square feet of local-serving retail and office uses; 18 acres of pocket parks, mini-parks and neighborhood parks; and 53 acres of open space, including riparian corridors and farmed agricultural land. The Financing Plan addresses how the Avila Ranch Project will pay for both municipal services and the infrastructure needed as the new neighborhood is constructed and occupied by new residents and businesses.

- Municipal services include both "Citywide" services and also local area maintenance services provide by the City within the Project area. Services covered by the Financial Plan include maintenance responsibilities for bike paths in the County, and fulfillment of airport noise complaint mitigation agreed to between the Airport Land Use Commission, the project, and the San Luis Obispo County Airport. The need for special funding for these services is created, in part, by the Property Tax Sharing Agreement (adopted by the City and the County in 2008) as a part of the area's annexation to the City that provides no property tax to the City.
- Infrastructure needed for the Avila Ranch includes contributions to Citywide, Specific Plan
 and other subarea development impact fee programs, mitigating impacts upon regional (offsite) infrastructure, and funding "backbone" and subdivision-related improvements within the
 Project area.

Funding for recurring municipal services will be derived from municipal taxes, service charges and fees typically levied by the City augmented by a newly created special tax levied by a Mello-Roos Community Facilities District (CFD) created for the Project Area.

- Funding for infrastructure improvements will be derived from a variety of sources including
 direct developer equity investment to build or contribute to building needed infrastructure
 improvements. Table 1 presents the "sources and uses" of funding for the range of
 infrastructure required.
- The key source of infrastructure funding will be "developer equity;" it is estimated that the
 developer will invest an estimated \$57.0 million directly in project-related infrastructure,
 including paying the City's development impact fees, which will be updated as part of the
 City's development impact fee update.
- Some of the developer's investment in City or region-serving infrastructure will be subject to
 private reimbursement from other benefitting properties or potential impact fee crediting
 from the City because the developer is either "oversizing" the improvement relative to their
 nexus-based "fair share" costs, correcting existing deficiencies, or advancing the
 improvement before its actual need. Because Avila Ranch is located on the periphery of the

- City, and timing of development is in advance of other development projects in the area, existing infrastructure in both the City and County needs significant upgrading to serve the needs of the Avila Ranch development.
- Additionally, Avila Ranch is required to participate in the cost of future cumulative, regional
 facilities that the development impacts. Participation in these projects will be through
 mitigation fee payments or participation in City impact fee programs.

Table 1 Sources and Uses of Avila Ranch Infrastructure Financing

Infra	structure Item	Funding Source				
Туре	Description	Developer or Builder Equity	Developer Equity subject to Credits or Reimbursement	Community Facilities District Special Taxes	City or Regional Sources	
In-tract Infrastructure	Developer builds neighborhood streets and facilities shown in Subdivision Map	✓				
Backbone Infrastructure	Developer builds major infrastructure serving Specific Plan Area shown in Subdivision Map	✓				
Regional Infrastructure	Nexus-based share of major infrastructure (EIR Mitigation, etc.)	✓				
Regional infrastructure	Oversizing of major infrastructure	✓	1	✓	✓	
Citywide or Areawide Infrastructure included in Development Impact Fee Programs	Fees paid when building permits issued	✓	✓			

- The City's (or other development's) share of City or region-serving infrastructure will be funded by the City's development impact fees, exactions on other developers, and other City or regional funding sources.
- The Avila Ranch CFD may provide an additional source for developer reimbursement and will
 provide for capital replacement over time, while also providing funding for City services.

The preparation of the *Financing Plan* occurred through a cooperative effort between the Developer team and City staff and their respective consultants, concurrently with preparation of the Avila Ranch Development Plan and related entitlement documents including the Project Environmental Impact Report, the Fiscal Impact Report, the Vesting Tentative Subdivision Map, Development Plan and the Development Agreement.

As part of the preparation of the Financing Plan, care has been taken to assure that the financial burdens upon the developer are consistent with the developer's need for a reasonable return on its equity investment, that CFD special taxes fall within the City's related property tax burden policy, and that the City has identified sources for its (or other development's share of infrastructure costs).

Finally, the specific actions required to implement and administer the financing mechanisms are identified in **Chapter 5**, providing guidance as to how the City will proceed with implementation following action on the Entitlement Documents.

P:\161000s\161181AvlaRanchyFinancing " . . in numb rivate Financing Plan_g9-g1-17.decx

2. AVILA RANCH PROJECT OVERVIEW

The Avila Ranch Project will create a new City neighborhood within the boundaries of the Airport Area Specific Plan (AASP), and will be regulated by the Development Plan and Specific Plan adopted by the City. The Project site is approximately 150 contiguous acres located at the northeast corner of Buckley Road and Vachell Lane, and includes three separate parcels: APN 053-259-006, APN 053-259-004, and APN 053-259-005.

Avila Ranch Development Plan

The Avila Ranch Development Plan (*Development Plan*) allows up to 720 dwelling units; a "Town Center" with 15,000 square feet of local-serving retail and office uses; 18 acres of pocket parks, mini-parks and neighborhood parks; and 53 acres of open space, including riparian corridors and farmed agricultural land. These features are described in the Development Plan text and appendices, and on pages 25-89 of the Development Plan. The Development Plan also calls for community gardens, a bicycle and pedestrian pathway along the Tank Farm Creek riparian corridor, and bike connections to the Chevron Project to the north and the Octagon Barn bike facilities to the southwest. Another key improvement specified in the Development Plan is the extension of Buckley Road to South Higuera Street, consistent with the City's Circulation Element.

Residential Uses

The Development Plan includes up to 720 residential units of varied density and type. The R-1 units are proposed to be typical single-family homes with front-loaded and alley-loaded garages. The R-2 portions of the development obtain access from alleys and common driveways limiting direct vehicular access points to residential streets. This circulation design allows many of these R-2 units to front on open space areas or the internal residential collector streets, resulting in attractive landscaped setbacks rather than a series of driveways. These project circulation features along with attention to enhancing streetscapes and corridors with landscaping, utilizing interesting architectural features such as front porches, and maintaining tree-covered sidewalks, and unobstructed views of surrounding open spaces provide the underlying framework for creating a walkable and interconnected neighborhood. The R-3 and R-4 units are included at locations that take advantage of adjacent open spaces, and/or proximity to local jobs, transit, and shopping.

Table 2 Avila Ranch Development Plan Residential Use Summary

Residential Category	Quantity
Single Family R-1	101
Single Family R-2	297
Single Family R-3	197
Single Family R-4	125
Total Residential Units	720

Neighborhood Commercial Uses

The Neighborhood Commercial area will allow for 15,000 square feet of building area. It will serve as a focal point and activity center for the project, and will provide shared parking for nearby open space and parks uses, bicycle parking and storage facilities, public plazas for gatherings and special events, and transit connections. Because of the nearby retail shopping center on South Higuera Street, this neighborhood center will focus on small-scale convenience items, and possibly provide some professional service office space.

Parks and Recreation Uses

The Development Plan designates 18 acres of parkland, which exceeds the General Plan parkland requirement of 16.5 acres (10 acres per 1,000 population per the Parks and Recreation element) by 1.5 acres. Proposed facilities include a centrally located 9.5-acre neighborhood park as well as mini-parks, pocket parks, and community gardens. The "Designated Park" area does not include passive open space and recreational trails, which are counted as part of the "designated Open Space." The neighborhood park will be linked to surrounding neighborhoods, the Tank Farm Creek riparian corridor and to the regional bikeway system by separated Class I bike paths and Class II bike lanes, and special pedestrian/bike bridges over Tank Farm Creek.

According to the concept plan approved by the Parks and Recreation Commission, the neighborhood park will include group BBQs, basketball courts, tot lots, baseball diamonds, soccer fields, pickle ball courts, tennis courts, a dog park, a skate park, and a community meeting pavilion area. Eight mini-parks and a pocket park will also serve the neighborhoods. Each will be one-half to 2.5 acres in size and provide facilities such as community gardens, tot lots, passive play areas, BBQ and picnic areas, basketball courts, community gardens, dog park, and PC1 - 15 landscaping. These mini- and pocket parks will serve residents within a two-block radius and fill the few "gaps" in the coverage for the neighborhood park facilities. The mini-parks will be phased with adjacent residential development to provide park facilities for future residents near their homes.

Open Space Uses

The Open Space designation is intended to preserve undeveloped or minimally developed land for preservation of natural resources, production agriculture and public safety. The Land Use and Circulation Element ("LUCE") requires 50 percent of the site area to be dedicated as open space, with up to one-third of that amount allowed to be provided offsite. For this 150-acre project site, there would be a minimum requirement of 50 acres of onsite open space, with the remainder to be provided offsite. As proposed, there are 53 acres of open space proposed onsite, which does not include parks and recreational facilities. The balance of the required open space, 22 acres, will be provided offsite through open space or agricultural conservation easements, or through the development impact fee established by the AASP. The Avila Ranch Development Plan designates the following specific areas for open space:

- Planning area creeks, to protect and enhance habitat and recreational values;
- Agricultural buffer areas outside of the URL along the Buckley Road frontage and the easterly project boundary;

- The ACOS Reservation Space in conformance with the ALUP; and
- Tank Farm Creek corridor as a linear park, bikeway and passive recreation areas.

Project Planning and Regulation

The Avila Ranch Project has been designed to be consistent with the City's General Plan policy framework. The Project, however, will require amendment to the Airport Area Specific Plan, to convert the area from its present commercial designation to a primarily residential area. The foundational and parallel entitlement documents include the following:

- General Plan
- Zoning Ordinance
- Airport Area Specific Plan
- Avila Ranch Development Plan
- Avila Ranch Environmental Impact Report
- Avila Ranch Fiscal Impact Report
- Avila Ranch Development Agreement
- Tentative Vesting Subdivision Map and Conditions

3. Services and Improvements to be Funded

The Financing Plan addresses how the Avila Ranch Project will pay for both municipal services and the infrastructure needed as the new neighborhood is constructed and occupied by new residents and businesses.

Municipal Services

Municipal services include both "Citywide" services and also local area maintenance services provide by the City within the Project area. The need for special funding for these services is created, in part, by the Property Tax Sharing Agreement (adopted by the City and the County in February 2008 as a part of a larger annexation of Airport Area Specific Plan properties) that provides no property tax to the City. The anticipated future municipal services costs have been calculated based on a fiscal impact analysis of the Avila Ranch Project and also a detailed assessment of local area maintenance requirements prepared by City staff in collaboration with the Developer team. **Table 2** provides a summary of these municipal services costs which are further documented in **Appendix A** – *Municipal Services Cost Worksheet*.

Table 2 Summary of Avila Ranch Services CFD, Preliminary Rate Allocation at Development Stabilization

item	Local Area Maintenance [1]	Fiscal Mitigation	City CFD Admin [2]	Contract CFD Admin [2]	Total
Annual Costs in CFD at Buildout	\$1,168,813	\$414,156	\$97.500	\$33,609	\$1,714,079
Annual Cost per Unit at Buildout [3]	\$1,623	\$575	\$135	\$47	\$2,381
Avg. Cost per Unit per Month at Buildout	\$135	\$48	\$11	\$4	\$198
Average Annual Tax Burden	0.28%	0.10%	0.02%	0.01%	0.41%

^[1] Includes City and County direct costs, and Transportation and Leisure, Cultural & Social Services operating costs.

Citywide Services

The Avila Ranch Project is unique from a fiscal perspective given the fact that the Property Tax Sharing Agreement (with San Luis Obispo County pursuant to Revenue and Tax Code Section 99) adopted when the area was annexed to the City provides no transfer of property taxes to the City. This Agreement was adopted by the City because the area at that time was designated in the City's General Plan for commercial and industrial uses and these uses were assumed to generate other taxes (sales and use taxes, etc.) that would offset the cost of providing municipal services.

The Tax Sharing Agreement follows the framework established in the 1998 Master Agreement and provides that within the AASP annexation area, no annual property tax increment shall be transferred from the County to the City, and all existing and future sales tax accruing from annexed area within the Airport Area are to accrue to the City.

^[2] City CFD Admin reflects an FTE to oversee CFD. Contract CFD Admin reflects a 2% charge; to be confirmed.

^[3] Reflects development of 720 units. Does not currently include commercial.

Also, there was a presumption that, in the aggregate and after factoring in existing and projected sales tax revenues, the 2008 620-acre annexation would be fiscally positive. For example, the City and County analysis showed that annexation of the Airport Area would be fiscally beneficial to the City and result in an immediate fiscal "net" revenue (operating revenues less operating costs) of approximately \$450,000 upon annexation of the area (largely due to the existing sales base in the area), increasing to \$750,000 upon build-out. At the time of annexation in 2008, there were existing sales tax revenues of \$300,000 annually in the annexed area, according to the February 2008 Staff Report. Nevertheless, the City and EPS deemed it prudent to evaluate the Avila Ranch project on its own to guard against any future volatility in the sales tax revenues and in light of the fact that a significant shift in land use was being considered related to the rezoning of the Avila Ranch property from business park to residential uses.

The Fiscal Impact Analysis prepared for the Avila Ranch Project documented municipal service costs and also the municipal revenues that the Project area is expected to generate as it is constructed and occupied.¹ Key citywide services include the following:

- General Government
- Police protection
- Fire protection
- Transportation
- Leisure, Cultural and Social Services (includes Park and Landscape Maintenance)
- · Community Development

Citywide services provided to the Avila Ranch area are estimated to cost some \$1.5 million annually when the Project area is fully developed, before accounting for offsetting municipal revenue. The net expenditures, after accounting for revenues and off-setting local area maintenance services, are estimated to cost the City approximately \$414,000 per year.²

Local Area Maintenance

The Avila Ranch Specific Plan includes a high standard of infrastructure and public facilities that will require maintenance. City staff and the Developer team have collaborated to develop a detailed assessment of the maintenance requirements of the infrastructure facilities, as documented in **Appendix A**.

Local area maintenance services provided to the Avila Ranch area are estimated to cost approximately \$1.1 million annually when the Project area is fully developed. Key services include the following:

- Maintenance of parks and greenbelts
- Maintenance of residential collectors and arterials, including lighting
- Maintenance of the Venture Drive bridge over Tank Farm Creek

Avila Ranch Fiscal Impact Analysis, ADE, April 2017

² Fiscal expenditures reflect the revised fire costs and Avila Ranch's share. The fire costs were revised subsequent to the ADE analysis referenced above.

- · Maintenance of storm drains
- · The Buckley Road bike path (County) and County Airport Sound Abatement services

Infrastructure Improvements

Infrastructure and municipal facilities required to serve the Project include "Backbone" and "Intract" Infrastructure as well as "City-serving or regional infrastructure" which is generally located beyond the Project boundary but require improvement (at least in part) due to development of the Project area. These future municipal services costs were estimated by conducting a fiscal impact analysis of the Avila Ranch Project and also a detailed assessment of local area maintenance requirements prepared by City staff in collaboration with the Developer team.

Table 3 provides a summary of these infrastructure costs which are further documented in Appendix B – Project Infrastructure Cost Worksheet.

Table 3 Infrastructure Costs by Type of Infrastructure

Type of Infrastructure	Total Project Costs [1]		
Transportation	\$37,234,884		
Parks	\$6,645,500		
Water and Sewer	\$427,500		
Public Safety	\$1,346,250		
Intract Improvements	\$20,896,000		
Offsite Improvements	\$552,000		
Total Infrastructure Expenses	\$67,102,134		

^[1] Total Project Infrastructure costs whether Avila Ranch is building or paying fees.

Sources: Avila Ranch LLC; City of San Luis Obispo.

Backbone and In-tract Infrastructure

The Avila Ranch Project, proposed for a largely undeveloped area, will require the full complement of local infrastructure to serve the Project area including streets and in-street utilities, drainage, parks and trails, and bikeways. These improvements are typically divided into "in-tract" improvements, such as neighborhood streets and utilities, and "backbone" improvements, including collector streets and public facilities (such as parks) that serve the whole project area.

Key Backbone Improvements include the following:

- Buckley Road Extension from Vachell Lane to South Higuera Street
- Venture Road Residential Collector
- Tank Farm Creek and Buckley Frontage Bike Path

- · Horizon Lane Collector south of Suburban
- Earthwood Collector
- · Various Transit Stops

Improvements to City-serving and Regional Infrastructure

The Avila Ranch project, as it develops, will contribute to the demand for City-serving and region-serving infrastructure improvements, including the following:

- Improvements related to Buckley Road along the Project's frontage
- · Vachell Lane improvements
- · Various sidewalk improvements
- Intersection improvements at Tank Farm Road/South Higuera and South Street/South Higuera
- Horizon Lane south of Tank Farm
- Bob Jones Trail Bike Path
- Vachell Lane Widening

Avila Ranch Funding Sources

Developer Equity

Developer equity will be the primary source of funding for infrastructure improvements needed to serve the Avila Ranch area. Developer (or builder) equity will pay impact and mitigation fees, fund construction of all "in-tract" and "backbone" improvements located within the Avila Ranch area, fund the Project's "fair share" allocation of off-site "regional" improvements, of which some will be subject to fee credits, and advance funding over and above the "fair share" costs, a portion of which will be subject to reimbursement by the City. It is estimated that total developer equity necessary to fund the backbone and in-tract infrastructure and region-serving infrastructure (including the amount beyond the nexus-based "fair share" amount) is \$57.0 million.

Participation in Area and Citywide Development Impact Fee Programs

The Avila Ranch Project will be subject to the City's various development impact fee programs, including the existing Airport Area Specific Plan fees, the Citywide Traffic Impact fee, LOVR interchange reimbursement fee, special ad hoc fees for environmental mitigation, and water and sewer connection fees as levied at the time building permits are issued. This obligation typically involves paying the impact fees at the time individual building permits are issued. Additional fees are charged by regional agencies including the local school districts. It is important to note that the current AASP does not include fee categories for residential or retail land uses. During 2017 the City engaged in a comprehensive effort to update and reorganize its impact fees. This update includes the recalculation of existing impact fees (excluding the water and sewer connection charges), the consideration of fees for public safety and other community facilities, and the consolidation and redistribution of cost items included in the City's area impact fee programs. The AASP impact fee program will need to be revised or replaced to incorporate appropriate fee levels for the Avila Ranch project.

Construction and dedication of "in-tract" improvements

As is common practice, the developer of Avila Ranch will build in-tract and backbone infrastructure within, and on the periphery of, the Avila Ranch area to the specification of the City as documented in the Tentative Subdivision Map and subsequently dedicate these improvements and underlying lands to the City.

"Fair Share" allocation of other improvement costs

The development of the Avila Ranch Project will increase traffic on existing roadways and create demand for other City/County infrastructure. Many of these improvements are facilities located beyond the project boundary. This additional demand was studied in detail as part of the Environmental Impact Report (EIR) and the mitigation measures identified to maintain policy-based levels of service on these facilities. The mitigation program includes Avila Ranch completing improvements along Higuera Road, extending Buckley Road from Vachell to Higuera, as well as improving Buckley as it fronts the development, among others. The EIR requires these improvements to be installed ahead of need and improved to the 2035 General Plan buildout configuration to the extent feasible. Consequently, the project will construct improvements that

are necessary to correct existing deficiencies and to accommodate traffic and other impacts above and beyond its own impacts.

Funding regional improvements above the "Fair Share" allocation

The Avila Ranch developer has offered to provide funding for regional improvements beyond the Project boundary, and beyond its fair share to build out the improvement to their ultimate configuration to maximum extent feasible. While not expressly obligated to do so, such additional contribution assures that the regional improvements will be built in a timely and efficient manner, benefiting the developer, the City, and the County. Consequently, there are no improvements that are being funded directly by the City or others. Funding for the costs above the project's fair share will come from future development impact fees generated by the project itself in the form of AASP, citywide and LOVR impact fees, direct contribution from other projects benefiting from those improvements, and fees generated elsewhere in the City and AASP. In some cases, although a project is eligible for reimbursement, Avila Ranch will carry the full cost burden because a facility is not included in one of the funding mechanisms mentioned above.

Development Impact Fee or Exaction Revenue

Insofar as other developers/builders are obligated to pay their "fair share" of infrastructure improvements by paying the Citywide and area development impact fees or additional nexus-based "exactions," a portion of this revenue will be used for reimbursement for investments above "fair share" made by the Avila Ranch developer (or other nearby developers that may advance funding for construction of fee-funded facilities and improvements).

Community Facilities District

The owners of the property have requested and the City has tentatively agreed to form a Community Facilities District (CFD) subject to Council action for the Avila Ranch area. Such a CFD, pursuant to the Community Facilities District Act of 1982, allows for the levy of a special tax on real property located within the designated boundary of the CFD for a range of purposes including providing funding for municipal services, local area maintenance, and infrastructure. It is common for the special taxes to be used to service municipal bonds issued for the CFD to fund new development-related infrastructure; however, the CFD for Avila Ranch will be used to fund ongoing City services and infrastructure maintenance as described below. Usage of this financing mechanism is warranted for a number of reasons, including that the project provides significantly greater amount of parks space, open space, bike trails, and other amenities than typical of other developments in the City.

The Avila Ranch CFD, as currently envisioned, will provide funding for City service costs not covered by existing taxes (i.e., "fiscal mitigation") and also for funding maintenance of municipal improvements located within the Avila Ranch area. The CFD may also be used as a source of funding to meet the City's obligation to reimburse developer funding of regional improvements above "fair share" and also as a source for repair and replacement of local area serving facilities (e.g., local streets, drainage and flood protection facilities, and landscaping).

Other Funding Sources

Funding for the City's share of regional improvement costs may be derived from a variety of sources typically used by the City to fund infrastructure, including proceeds from federal, State,

and regional grants. However, no grants are currently identified and use of grant funding require prevailing wage.

Economic Considerations

Project Feasibility

As a part of achieving new development as envisioned in the City's General Plan and specified in specific plans or other zoning actions, it is in the interest of the City to cooperate with developers and builders to promote feasibility of new development, i.e., that new development generates economic returns sufficient to attract necessary private equity investment and commercial lending. While market conditions can constrain investment at low points in the business cycle, over the longer terms the type and amount of development authorized by the City and the costs imposed for needed infrastructure and facilities should balance so as not to unnecessarily impede desired development.

Financial Burden Measures

A variety of methods are used to determine the cost burden placed upon new development associated with providing the necessary infrastructure including in-tract and backbone infrastructure improvements and contributions to City-serving infrastructure through payment of impact fees or other mechanisms. The Avila Ranch Project, given the real estate values created and the total cost of infrastructure improvements, is shown to fall within reasonable levels of financial burden.

Incidence of Burdens

Depending upon the type of funding relied upon to develop a project, the "incidence" of the burden (who pays?) varies. Equity provided by the developer for project costs including contributions to public infrastructure and facilities is a burden on the equity investors in the project. Special taxes or assessments on real property are a burden on the local homeowners or businesses subject to these taxes or assessments. Excise taxes (e.g., sales taxes, utility taxes, transient occupancy taxes) are a burden on those engaging in purchases of these goods. The City has established CFD policies which place a 1.8 percent "cap" on property tax burdens. The Avila Ranch project is located in County Tax Rate Area (TRA) 003-022 which has a total current tax rate of 1.07225 percent, including the basic 1 percent rate plus "overrides" related to voter-approved general obligation bonds and special taxes or assessments. Future additional tax overrides may also be approved in the future.

In addition to this policy "cap," market conditions also influence the amount of tax levied. For example, an increase in the amount of taxes levied on real property will affect a home buyers' ability to qualify for mortgage financing and in turn, the price they are willing to pay for the new home. In the City of San Luis Obispo, Home Owners Associations' burdens range from approximately \$100 per month (peak phases of Serra Meadows, Toscana, Trillium) to a high of \$239 per month at Avivo, a full service condominium project that provides structural replacement, common open space, and community buildings.

³ San Luis Obispo County Auditor-Controller.

5. IMPLEMENTATION MEASURES AND RELATED ACTIONS

The Financing Plan will be implemented concurrent with approval and subsequent development of the Avila Ranch area. Key components of implementation will include the following.

Development Agreement

The Entitlement Documents for the Avila Ranch Project will include a Development Agreement, a contract between the Developer and the City that vests the entitlement over a long term (15 or 20 years) as consideration for extraordinary benefits to be received by the City for granting the vesting. The Avila Ranch Development Agreement largely provides a framework and security for funding the regional infrastructure improvements and the related reimbursement to the Developer for investments that exceed the "fair share" cost allocation for these improvements.

Development Impact Fees and Exactions

The Avila Ranch Project development will be subject to the City's development impact fees as they will exist at the time building permits are issued. At the present time, the Project is subject to the City's water and wastewater connection fees, transportation impact fee, Airport Area Impact Fees, Los Osos Valley Road Interchange Fee, parks fees, and public art in lieu fees. Concurrent with consideration of the Avila Ranch Project, the City is engaged in an effort to update its development impact fees, potentially resulting in the inclusion of new facilities in the Citywide fees and also reallocation of infrastructure items among the area impact fees and the Citywide fees. The Project will also be responsible for building or funding improvements, termed "exactions," as specified in the Final Environmental Impact Report. The Development Agreement will include further specification regarding the Project's development impact fee and exaction obligations.

Fee Obligations

Subject to the terms included in the Development Agreement, new development in the Avila Ranch Project will pay the fees existing at the time building permits are issued, i.e., be subject to the fees that result from the Development Impact Fee Update.

Reimbursement Agreement(s)

The Avila Ranch Development Agreement will enable and specify the terms and security for reimbursement agreements that will be created for each of the individual regional improvements. Presently, reimbursement agreements are expected for the following off-site, Citywide or regional facilities:

- Suburban Widening east of Earthwood
- Horizon Collector south of Suburban to Avila Ranch with right-of-way

Source of Reimbursement Agreement funding

A number of infrastructure improvements are specified in the City's development impact fee programs and Environmental Impact Fee mitigation measures that the Avila Ranch Developer will fund or build beyond its "fair share" allocation of cost. These contributions will be eligible for reimbursement from fees paid by other developers benefiting from these improvements or from other sources.

Projects Eligible for Private Reimbursement

Two projects have been identified that may be eligible for private reimbursement. Alternatively, these improvement may be incorporated into the updated Impact Fee Program.

- Buckley Road Extension Bike Path
- Vachell/Buckley Intersection Control (if installed)

Projects Eligible for Impact Fee Credits

Insofar as the Developer builds or directly funds infrastructure improvements that are included in one of the City's development impact fees (e.g., Airport Area, Traffic Impact Fee, etc.), the Developer is eligible to receive a dollar-for-dollar credit against its fee obligations for these improvements. The Development Agreement will specify the precise terms of these fee credits.

- South Higuera/South Street NB RT Lane (may occur as a private reimbursement)
- Tank Farm/Higuera SB LT and WB LT
- South Higuera Sidewalk
- Tank Farm Creek Bike Path and Bridges

Community Facilities District

A CFD, as enabled by the Community Facilities District Act of 1982, allows a local jurisdiction to levy a special tax within a specified area to pay for public services and/or infrastructure needed within the area. Over the past three decades, CFDs have become a common mechanism for cities to fund services and finance development-related infrastructure. The levy of any special tax and any related bond issuance is subject to voter approval, if the area is inhabited approval by two-thirds of the voters in the area is required. If fewer than 12 voters are located in the area, approval by the landowners is required (Avila Ranch area currently has no residential uses).

City Policy and Approach

The City of San Luis Obispo has not, before this Avila Ranch Project, created any CFDs. The City has, in anticipation of Avila Ranch and other development-related financing requirements, adopted policies and procedures related to CFDs that guide formation of the Avila Ranch CFD. A key policy adopted by the City is that "aggregate" property tax burden within the City should not exceed 1.8 percent of assessed value annually.

Funding Capacity

The funding capacity of a CFD is based upon the type and amount of development within the bounds of the CFD and the amount of the special tax levied against each parcel. Special taxes levied as part of a CFD must clearly specify a "rate and method of apportionment" which defines the amount of the tax levied on each parcel and how the amount may be increased (indexed) over time to account for inflationary cost increases. Generally, CFD special taxes are limited to a fraction of the 1 percent property tax allowed under Article 13 A of the State Constitution.

The funding capacity of the Avila Ranch Project, taking account of the market value of development being created, the existing general and special taxes, and the City's established special tax "cap" of 1.8 percent, is estimated to be approximately \$2.9 million annually. Given market conditions and maximum equivalent HOA rates in the community of \$200 per month, and the significant amount of smaller multifamily units, the aggregate tax burden on residential units

may limit this capacity to below this maximum, resulting in a funding capacity of approximately \$1.7 million per year.

Special Tax Components

The Avila Ranch CFD is primarily being formed to provide a source for funding Citywide services and the maintenance and replacement of public facilities and infrastructure within the Project area. The "Rate and Method of Apportionment" that will be developed as part of CFD adoption will specify how the Avila Ranch special taxes shall be allocated to these uses. Based upon current cost analysis, the allocation of CFD special tax funding at full development of the Avila Ranch Project area would be as follows:

•	Citywide Services	\$414,000
٠	Local Area Maintenance (City)	\$1.1 million
•	County Services	\$66,000
•	Capital Reimbursement	(TBD)
•	CFD Administration (City)	\$97,500
	CFD Administration (Contract)	\$33,500

CFD Administration

The City will be required to administer the CFD from year to year. Given the nature of the special tax (a fixed tax rate plus an index-based inflator), this administration is quite simple, involving sending documentation to the County Tax Collector as the annual property tax bills are prepared. This service is typically provided by consultants to the City and costs approximately \$10,000 to \$20,000 per year depending upon the size of the CFD and complexity of the special tax. There will be some additional administration required by the Finance Department to control CFD funds consistent with the terms of the Rate and Method of Apportionment and related financial reporting (in the CAFR, etc.).

Formation Process

It is anticipated that the CFD formation will be initiated at the time the Avila Ranch Entitlement Documents are considered for adoption by the City Council. The following steps must be accomplished as part of the CFD formation process:

- Develop CFD concept and document costs to be funded
- Map CFD Boundary and conduct voter determination (occupied area or unoccupied?)
- Prepare Rate and Method of Apportionment
- Adopt Resolution of Intention
- Adopt Resolution of Formation
- Conduct election (or obtain landowner approval)
- Adopt Ordinance to Levy Special Tax

APPENDIX A:

Avila Ranch Services CFD Preliminary Rate Allocation, Local Area Maintenance, and Fiscal Mitigation Combined



Table A-1

Summary of Avila Ranch Services CFD Preliminary Rate Allocation at Development Stabilization

ltem	Local Area Maintenance [1]	Fiscal Mitigation	City CFD Admin [2]	Contract CFD Admin [2]	Total	E
Annual Costs in CFD at Buildout Annual Cost per Unit at Buildout [3] Avg. Cost per Unit per Month at Buildout	\$1,168,813 \$1,623 \$135	\$414,156 \$575 \$48	\$97,500 \$135 \$11	\$33,609 \$47 \$4	\$1,714,079 \$2,381 \$198	
Average Annual Tax Burden	0.28%	0.10%	0.02%	0.01%	0.41%	

[1] Includes City and County direct costs, and Transportation and Leisure, Cultural & Social Services operating costs.

[2] City CFD Admin reflects an FTE to oversee CFD. Contract CFD Admin reflects a 2% charge; to be confirmed. [3] Reflects development of 720 units. Does not currently include commercial.

Table A-2 Avila Ranch Services CFD Preliminary Rate Allocation, Local Area Maintenance and Fiscal Mitigation Combined

				PhaseRevenue and Expenses	and Expenses	20		
Annual Revenue/Expenditure	Total	-	8	9	4	9	9	Per Unit
	Units Cumulative Units Duration/Years	179 179	29 208 0.5	422	197	720	0 22	(729 Onits)
City Commonwell								
Local Area Maintenance Annual Local Area Maintenance Costs	(\$1,103,267)	(\$319,764)	(\$100,763)	(\$77.887)	18365,700)	(S239.373)	S	184 600
CFD Project Delivery (Admin. Costs) Total LAM Component	(\$1.200,767)	(\$364,764)	(\$107.515)	(\$82,871)	(\$390,204)	(\$255,412)	333	(\$1,888)
Fiscal Mitigation								
Annual Fiscal Expenditures	\$1,529,825	\$377,472	\$87,043	\$226,790	\$212,760	\$141,120	\$6,797	\$1,181
less Park and Landscape Maintenance less Transportation	\$213,528	\$42,706	80	\$40,037	\$130,786	0%	8	\$297
Revised Subtotal, Fiscal Expenditures	\$1,264,761	\$322,201	960'69\$	\$395,909	\$270,659	\$205,817	\$11,077	\$1,767
Net Fiscal Impact	(\$414,156)	(\$96,108)	(\$22,053)	(\$169,119)	(\$57,899)	(\$64,697)	(\$4,280)	(\$575)
GFD Calculations Total City Costs in CFD (LAM and Fiscal) Administrative Charge (at 2%) Total CFD Costs (Annual)	\$1,614,923 \$32,298 \$1,647,221	\$460,872 \$8.217 \$470,090	\$129,568 \$2,591 \$132,159	\$251,990	\$448,104 \$8.952 \$457,066	\$320,109 \$6,402 \$326,512	\$4,280	\$2,243 \$45 \$2,288
Cumulative CFD Costs Cumulative Annual CFD Cost per DU Cumulative Monthly CFD Cost per DU		\$470,090 \$2,626 \$219	\$602,249 \$2,895 \$241	\$859,279 \$2,036 \$170	\$1,316,344 \$2,127 \$177	\$1,642,856 \$2,282 \$190	\$1,647,222 \$2,288 \$191	\$191
Development Value by Phase Cumulative Development Value Average Annual CFD Tax Bunden by Phase	\$414,360,200	\$118,050,500 \$118,050,500 0.40%	\$19,125,500 \$137,176,000 0,44%	\$99,320,600 \$236,496,500 0.36%	\$100,174,500 \$336,671,000 0.39%	\$77,689,200 \$414,360,200 0.40%	\$4,500,000 \$418,860,200 0.39%	\$581,750
Gounty Component Local Area Maintenance	(\$65,546)	(\$13.425)	(\$13.721)	(\$16,050)	(\$14,775)	(\$7,575)	8	(591)
Combined CFD Calculations Total Costs (with County) in CFD Administrative Change (et 2%) Total CFD Costs (Associated	\$1,680,469	\$474,297	\$143,289	\$268,040	\$462,879	\$327,684	\$4,280	\$2,334
Cumulative CFD Costs	201	\$483,783	\$146,155	\$273,401	\$472,136	\$334,238	\$4,366	\$2,381
Cumulative Monthly CFD Cost per DU Cumulative Monthly CFD Cost per DU		\$2.702.70	\$3,026.55	\$2,141	\$2,222	\$2,375	\$2,381 \$2,381 \$198	\$198
Development Value by Phase Cumulative Development Value Average Annual CFD Tax Burden by Phase	\$414,360,200	\$118,050,500 \$118,050,500 0.41%	\$19,125,500 \$137,176,000 0.46%	\$99,320,500 \$236,496,500 0.38%	\$100,174,500 \$336,671,000 0.41%	\$77,689,200 \$414,360,200 0.41%	\$415,500,000	\$581,750
Cost Allocation per Unit per Month Recommended Rate per Unit per Month		\$226.23	\$252.38	\$178.38	\$185.17	\$197.88	\$198.39	
Annual CFD Revenue by Phase Cost		\$483,300	\$561,600	\$1,012,800	\$1,485,600	\$1,728,000	\$1,728,000	
Phase Cash Flow Cumulative Operating Reserve		(\$483)	(\$66,338)	\$109,461	\$1,375,475	\$1,709,713	\$1,714,079	

Sources: City of San Luis Obispo, Avila Ranch LLC, ADE; Kosmont, Economic & Planning Systems, Inc.

Economic & Planning Systems, Inc. 9/1/2017

1999 1999	As Walnutsiand Assets and and Conschols and and Conschols			Asset	Activity	(pears)	Cost Unit	Unit Cost	Annual Couplink	-	64		,	,	
This could be a provided by the country of the co	ate and Greenbells att and Overseils									179	53	214	187	101	
Transference Tran	and and Overrights	Actions, Cultural & Social Services	Infrastivicues & Transportation	Bedge	Profiles Bridges	1001		000000000							
The control of the	THE PERSON NAMED IN COLUMN 1	Tonigotation	Netzherhood Wedness	Landbigge	Manherance Medians	0.060	ш	100	U	6	0		1	-	
Processor Proc	ets and Grounders	Sensperador	Negraphonog Welness	Kandscape	-15	0000		0.00		66,549	9,100	7,000	29.620	41.900	
Figure 1985	ets and Granderts	Transportation	Newholstood Weingas	Landscape	ŧΙ	0.003	3	2 000000	ı	1,68	0.25	0.19	0.83	115	
The control of the	arts and Grandonts	Transposition	Community Safety	Landycope	Overvege Batter Impedition	-	11	600	l	1001	1.60	100	4.578	100	
The Court Follows Proposed	and and Groundschi	Transpiration	Community Salary	Landscape	Married Water Gually Eddy Monthly	0.003	-1	0.03		19,358,00	4,248.00	2,520.00	15.480.00	12.554.00	I
Column C	ets and Goodstets	Transpitation	Prinsipulture & Transportation	Kandscape	Retaining	2000	1	900		19,364.00	4,248.00	2 520 00	18,480.00	12,554.00	
March Annie Anni	in ind Descripts	Leiner, Suharit A Societ Services	Neighberhood Wehrens	3 and scape	Sound Bern	6,063	1	000	l	36 114	I		1	7,250	
March Marc	DAY and Churchells	ACRES, College A 2004 Services	Environmental Physills and Open Space	Spen Space	Onsens Open Space Manhmanso	1	Appe	5 1948	ı	0.00	2.40	130	10.00	-	
March Act All State	arks and Greenburts	Letture, Outlett & Social Services	Encountries Parks and Spen Spens	Spem Space	Spicialing - Natural Resources Protection		Acre	\$ 69.65	l	130	2.40	1.70	10 00	0077	
Marco Court Land State State	eth and Greenfects	Actours, Cultural & Social Services	Environmental Health and Open Space	Coor Space	Randal Valueta		Acre	23.04	١	630	2.40	1.70	10.50	14.00	
March Delivery Marc	ets and Greathells	Setters, Cuthout & Social Services	Inhaltebut & Turnostation	Bive Path	Owe I fike Path Rehabitation	100	ACC.	3,00	ı	0.00	2.40	1.70	10.50	14.00	
March County Marc	mits and Geographs	Justices, Cofficial & Section Services	Inhastrober & Transportation	Bigs Path	Cless I Bike Puth Sealing	B	55	0 0 0 0	l	28.480	12,840	9780	10,000	19,200	
March Could'd State March Could's State	echa and Generality	Separa, College A Second Services	Pharmous A Transcrater	Bing Path	Clear Light Energy (1755 LF)	1	Each	13.00	ı	24 480	2,460	\$700	10,080	19.200	
March Court South Court March Court	and and Consoling	Actions, Collect & Books Services	Infantractors & Transportation	Bike Path	Ossa Light Merhoproc	5	ENON	\$ 12.00 13	١	200	7	-		21	-
Marie Carlot September Marie Carlot Marie C	With and Greenbuch	Manual College & Spore Services	IMADPACIATE & Turnsporteren	Bive Path	Ches Light Prix Redisorment	76		\$ 3,000.00		37	70	1	-	20	
Marie Califord Section Marie California Mar	erts and Groundells	Action Coloral & Social Services	Interpretation A Proceedings	Serie Palls	Cass Light Redicement	20	-1	\$ 2,500.00		22	76		-	200	
March Good II Said Service March Good II	arks and Openhalts	Retines Collect & Social Success	Majorbook of Managed Majorbook	J	Class I Vegetation Manipus	0	- 1	5000 8		32.640	17.120	7.685	13.445	26 600	
March County County Agents (No. 1) County Agents (els and Overshalls	Release Collect & Social Services	Phintiflestrand Wellens		Processor Stranders (Brehers-Personal)		_	20,021		450	009		2 500	4 000	
Mark Court Acad Acad Acad Acad Acad Acad Acad Acad	ets and Countries	Surteen, Collect & Societ Services	Neighborhand Villelinous		Charles Both Manney		4	291 5	1	490	606		2.800	4,000	
Control Could Active Control Could Active	etts and Governoria	Sames, Others & Social Services	Negriporhood Vilidesca		Purk Engroy Courts		1	10.162.47	ĺ	3.14	134	16.0	10.38	2.58	
Mater Court & Land Burners Material State Materia	ets and Georgeths	Suppers, Colherit & Social Services	Neighbothsod Wolfrans	PAR	Park Water Cost this 1 49 AFINe per Putts Plant		Г	200000	1	314	N.	0.81	10.38	2.56	
Marie Court A good Record (Marie Court A good	the and Countries.	Suthers, Outstal & Social Services	Newtorbook Visition		Park Water Wolf Replacement		1.	A0 000 00 4	l	488	588	121		3.84	
Notice Control Experiment Control E	of a god Country	Suttains, Submit & Book Services	Publicitational Highway		Para Water Wat Perty and Southor			4 000000 1		000	200	000	020	0.20	
Name Court of April	of a and Groundscha	Course Course Social Social Social	Programme Program		Park Water Well Energy Cost	0		5 133.33		0.20	020	0.00	0.00	0.00	
National Colored Scotley Notice and National	the and Governorth	Surines, Collected & Social Services	New Sections (February)		Parking Let Rehabilitation		4	14.50					17,300	070	I
Manual Control Manu	eds and Greenberts	Suppris Colored & Social Services	Negt tortood Vietnas	Perk	Parks Maior Maintaineau	2	I.	0 00	1				17.200		
Transcription Communication Communicatio	eha and Grounishs	Seiner, Coheat & Social Services	New Yorkshood Wellness	Park	Plan Equipment Maintenance	20	7	8448.28	l	2	3		2	2	
	ets and Country.	Tremportetion	Commonts Safety	l el		36	1	130,000,000	ı	2 000	2	-	2	2	
Particular Par	alta and Creerballs	Corners, College & Second Services	Neighborhood Welfress	These			ы	00 000		751	20	7	100		
Application	Indential Colectors and Acterials	Transportation	Administrator & Transconduces	Tres	Sparlan Tine Removal - Storm Evert	80	ш	150.00	П	5.74	237	168	PL C	131	1
Mathematical Properties Interpretation Mathematical Properties	selected Cohesters and America	E	Infrastructure & Transcripture	Birtin	State Sections	8		0006					3.960		I
A	codersial Colectors and America.	9	Inhastratiste & Transportation	E ighting	Street Light Freeze	190	4.	1,700,00	1				3369		
Activation Communication	podential Collection and Artifact	T	Inhestropes & Transporteron	3.9500	Speed Light Maintenance		Each.	0000		N.	-	10	11	14	
Second S	CHIEF THE CONCIDENT AND	Ť	Introductive & Transportation	3.127.619	Short Light Pole Replacement	75	Each	8 600 00 B	l	27		10	=	14	
Communication Communicatio	state of Colorbo and Annais	Ť	Indeproduct & Transportation	Lighting	Street Light Replacement	10	Each	2 500 00 3		2 20		0.00		71	
Exercised Number Exercised N	referring Colection and Annuals	Ť	Constitute & Transportation	Savett	Specifing - Street Menomence	1	35	900 9		193.660	43.480	100		110	I
Particular Theoretical Communication C	nederfiel Colectors and Aneries	f	Community Salety	Thorn Crain	Control of the Control	100	Each	13.500.00		36	*	9		4 50 500	1
Interportation Communication Communicati	redental Colectors and Ansnays	F		Storm Drain	Operating - Freed Control	201	Each.	9,500,00		21	*	2	11	,	
Particular Transportation Transpor	solution Collectors and Artenass		Community Safety	Storm Orain	Positro	1001		2.25	l	0 600	800	2.075	2.365	2.500	
Particular Transportation Transpor	page and Calcalos and Artenas	-	Inhastractury & Transportation	Streets	Renabiliation (Private: Ma	13		200000	١	6,600	200	2.075	2360	6.500	
Particular Par	septime Control and Administration		Inhadieber & Transportation	Speeds	Roadway Sealing (Private Mentans			1					1		
Exercise	sidential Colectors and Arterais		Integration 6 Transcrimen	Brocks	Curb and Gutter			35.00	0.47	10.700	2.456	4.444	1000		
Experiment Exp	prepared Colectors and Artenass	Transparation	Inflating a fargorison	Streets	Roomay Rehabilitation	72		15.00	930	193.680	42,480	26,300	164.800	196 610	I
Early Latter La	sedential Celections and Anomals	Panigoriator .	Privativene & Trensonation	Sprots	Section Science	01	1	125	0.13	193,680	42,480	25,200	154.800	125,640	
Seatorial City Ministened Assets wCFG Allocations Park Clear 1 Base Plan Reproduction Park Clear 1 Light Views Response Park	arbeitst Colectors and Arisma's	Statute, Cultural & Spoot Services	Neighburhood Whitheas	Tree	ß	180	ľ	25.00	0.25	62 730	12,900	29 000	47.100	41 900	
Park Class Park Class Park		Subnotal City Maintained Assets	wCFD Allocation		1	2	1	200000	32.00	000	104	00	300	100	
Park Const New Park Const Park Const New Park Const Park Const New Park Const Park Const New	numby Maintained Assets						1	1		319,764 6	100,763 5	77,667 \$	363,700 \$	218,373 g	
Price Class Light Price Class Clas	els and Greathern				Cess 104e Path Rehabitation	8	36	14.50	35.0		18.000	+			
Part Class Light Publication Part	also and Greenbelts				Class I Bike Path Sealing	-	35	080	0.10		14.086		1	-	
Part	Ms and Creamballs				Count Light Engry		Each	13.00 3	13.00		92		İ		I
Pert	this and Greenbells				Class I Light Pole Resistantiant	-	(act)	1200	12.00		20				Ī
Park Chara Virginities Market Chara	de and Greenbalts				Class I Light Replacement	×	Farm Farm	1 400000	4000		2				
Scheles-County 100.00 10	No and Greatbetts				Class I Vegetarion Memorial	0.25	- 45	90'0	0.0000		18.096		1		
10 PA	П			2000	Peobles Briggs	1000	Each	00 000 000 0	1,000,00		-				I
The state of the s	Substatut-Co	dete					80		73.00	179	62	214	180	101	

Avilla Ranch Category			Asset	Activity	Total Units	Annual Countries	OED Albordea	Allocation to	Cro Assesson	7.
					- 1"			CFD	Approximate Continue (CASSGRADE)	Colominant
fy Maintained Assess					140			Ī		
PLA ACIL CONTROLLS	Legica, Cultural & Social Services	Integrações & Transpartation	thribe:	Podition Britain	200	\$ 2,000	1 2,000	10000	Normal HOA Cost but consers community hands	
da and Greeners	Transportation	Neghborhood Welman	A strategies	Managed Nedara				_	Normal HSA Cost, and primary local bonels	
and and Greenballs	Transcritton	Next Rethand Welhers	Landscope	Parkway Water (1.25 AFOAc per WSA)	412	30,000	20000		Normal HOA Cost, and primarry local benefit	
and and Groonless	Transportance	Neighborhood Weltness	3 and bugge	Mantenance RAB	6.867.00	3 3266	3 200	1000		Acre-Places provide by Ch.
and and Greenballs	Transportation	Community Safety	Sandscope	Orange flash hapetion	\$ 00		3,000	100%	Institute cook look and property look benefit	
arks and Greonbetts	Transcendent	Comments Section	Landscope Landscope	Mantan Yuper Oually BMPs Monthy	\$4.180.00	-	\$ 19.505		Sedent surface	
eks and Grootbatts	Transportation	Whitehothe & Transpiron	Landschop	Metaphol Water Chapty BMP's per ran	54.180.00			100%	Inspect BMP's set agenticant van event	
acht, and Groorbarb	Letters, Cuthral & Social Services	Appropriate Websit	Kanfacaca	Sout Bern	7.250.00	4			Normal HDA Cost, and politicity local benefit	
ets and Grandeds	Letters, Cultural A Societ Services	Engineering Health and Open Space	Coen Space	Druging Open Space Membrance	33.60	9	2,629	100%	Normal HOA Cost, and primarly local bensiti	
arks and Groundsells	Lebers, Orbest & Societ Services	Environmental Health and Open Space	Open Space	Operating - Natural Resources Protection	33.50	3 000	2 0000	st:	North Sty Rusenskily	
ets and Grandels	Melann, Gultura & Social Services	Environmental Health and Open Space	Doen Space	Operational-Ranger Services	33.60		2 470	500	SOTIAL OIL RESUMBLING	
who and Googlette	Lettery, Collect & Boole Services	Environmental Health and Open Space	Open Space	Renger Vehicle	33.50		130	NON THE	Normal Col Respondent	
July and Countries	တျင	Information & Transportation	Bill Path	Cless I Sike Path Rehabilitation	72,360,00	207	20 004	100%	Montal HCA Cost fast screenly potential content out hands	
ada and dirembers	Labore Collect & Social Social Society	Integration & Transcourse	Obe Palo	Class I Dite Path Swaing	72,340,00		2 728	10000	Normal MOA Cost, but primarily beneat convenzibly benefit	
this and Greenwells	된다	Information & Transcotton	Bris Day	Colora Lught Energy (1/75 LP)	80.40	1	1,045	10016	12	
anta and Greanforts	βű	Infrastructure & Transportation	Die Beth	CORP LOCK MANIMORES	80.40		882	100%	Somet HCA Cost, but primarily common community benefit	
arts and Separatoria	Letters, Collegel & Boost Sensors	Inflastrative & Transportation	Bise Path	Class 1 Lab September	80.40		3216	NOON.	Namel HSA Cled, but primarily general community terrets	
ets and Georgists	Lethers, Colhand & Books Bernons	Infragradica & Transcitation	Bine Path.	Casa I Veprisco Removal	96 485 50	2 16 244	2000	PROTE.	Sensal SOA Cost. but armedy general optionersy benefit.	
who and dependent	Actives, Software & Social Survivors	Nitrophod Wehran	Pah	Recrater Eraches (British/Propes)	7,900,00		\$ 23.700		Difference between Project Builds address (Schoolschip byrnel)	
and describeds	Lateral College & Books Services	Newphornson Wellness	Pak	Recreated Etrobura Gestinal	7,900,00		1,319		000 CONTROL OF THE PART OF THE	
arts and Grossboth	Cohour & Social	Neighborhood Wellscan	200	SQUEEZES - Para Manananga	18.25		\$ 185,465	1000	Offention between Praise! Parker! 200 and Cry Parker! 200	Not suite what this course days mantenance
arts and Greanballs	College & Social	Neighberhood Welvest	Park	Park Water Cost (Ace 1 of Albits are Buse for	1929		0059	10005	Officianse believen Presid Pariari 300 and City Pariari 300	THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWIND TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN
ands and Countriells	Letines, Collect & Scott Services	New Southead Wellway	Park	Park Water With Replacement	100	8 400	97740	1000	Ofference between Project Parks 1,000 and Cay Parks 1,000	of 59 59 CCF 2017 Bank Wehr
on and Quantities	Litterini Collect & Bostol Borycon	Nogronost Withou	Park	Park Water Well Pump and Becater	100	\$ 400	900	2000		
of a god Countries	STREET, CORNER & GLOSS Berwers	Mographical Wallings	Park	Pack Water Well Energy Cost	100	1 600	1,600	10001		
eth mid Dreethelb	Lessen, Cultural & Social Services	New State State of State of	Pari	Parkins Lot Rehabilishon	17,200,00	5 6235	6.235	1000	Werence between Project Parks/1,000 and City Purks/1,000	
Ma and Greenhelts	Leibers, Coffeet & Societ Services	Neighborhood Welheis	Park	Parks Major Managadora	17 200 000	3 13%	1376	10005	Merende beforest Prignst Parks 1,000 and City Parks 1,000	
du and Greenbelle	Letters, Coherel & Social Services	Negl Burlood Wythosa	Pac	Plax Equipment Maintenance	000	S - 40,000	100 VV	100%	Ofference between Potent Parks 1,000 and City Perks 7,000	Break down by Acre?
side and countries	Latence Colored & Social Section	Community Selety	Stern Oran		100	5 6667	5 6.667	10000	Microsoft City Responsibilities	carditonionarienthera hadeool ones 15 years
eds and Greenbells	Leftster, Cultural & Social Services	Consumption Rafes	200	Part Tree	\$70.00	\$ 21,325	\$ 21,375	10005	Ofference between Project Parku? 000 and City Rusku? doc	
understad Codestions and Arteries	Democration	Ethophacher & Transportation	Brow	Britis Dack Majoranacia	1808	180	100	10005	Aprillal Chr Responsibility	
	Temportation	Ethanischer & Transcopton	Bridge	Bridge Replacement	330000	00100	000000000000000000000000000000000000000	1000	Somal City Responsibility	
School of Colorbor and America	Transportation Transportation	Inhastrollute & Transcolution	A griend	Steer Light Energy	84.00	2 960	090	10000	SOTHER SAY SENDINGS AND SOUTH SAND	
Γ	Transportation	Managed A Tourseason	3/2/9/9	Street Light Maintenance	64.00		5 768	10030	Semi Cer Reporteble	
	Transpartation	Industrialize & Trimportation	Signing Significa	Street Light Pole Replacement Street Light Restaument	0075		5 6.267	100%	Hermal City Responsibility	
solertial Collectors and America	Transpartotion	Anhastrusture & Transportation	Streets	Operating - Sincet Maintenance	541.800.00	00000	0000	1007	Semal City Responsibility	
suderficial Collectors and Administ	Transportation	Community Salety	Storm Drawn	Crismage Meta	49.00		5,400	1004	normal City Responsibility	Ald Suft what this covers, R&R covered chembers
tradective Collectors and Arterius	Trensportition	Community Safety	Stern Print	Manages	00 57		4275	1001	Himai Cty Respondely	
Debrife Sphoton and Manay	fresponson	Community Eaforty	Stern Droin	Posite	17 305.00	26.249	56.246	100%	Normal Cay Responsibility	
Charles Cologies and Account	Transportation	Infrestructure & Transportation	Streets	Access Roadway Richabitation (Private Assimal	9	2000	2 50.000	2000	Hertigi Cirty Responsibility	
indental Collectors and Arterials	Transportation	Infrastruture & Transportation	Streets	Models Rosdway Scoling (Prhase Mantalnes by				0.00		Wantaned by handowners
	Transported	Infrastructure & Transportation	Security	Rodensy Rehabilishon	33 660 00		18.708	1001	Remail City Responsibility	Put replacement ever 10 years.
selected Coholon and Arlangs	Transpolition	Integration & Transportation	Senata	Roodway Septing	541.800.00		20,000	1000	Nemal City Responsibility	hold of salterly spends on the famil
anderstar Colectury and Arlana's	d Sanotas		Speeds	Replace Scienals	193 600 00	\$ 48,400	8 48.400	100%	SOLIC LIST MERCHANISTY	Knery & years, What is the cerson of, schedule?
	Subnotal-City Maintained Assets	wC/O Allocato	11100	Street Tree (23 L/6 ach Side)	1,205.00		\$ 36,150	100%	Normal City Responsibility, primarity local benefit	Same at Park Your Bill in Cit.
comby Maintained Assetts					1,103,297	1,102,107	5 F. MOD. 2877			
of and Specifical			Park	Closs I Dise Path Rehabitiation	18.095	\$ 0,000	2 6.000	2000		
As and Groenfelts			Park	Class I Bike Path Sealing	18,096	1,810	1,810	100%	County to Marrian Buckley Auta to Marrian Outa 1 County to Marrian Buckley Auta to Marrian County	
na and Greenheis			Pan	Chia Light fromgy	2	361	100	1000	Currily to Mathematic Buckley, Avilla to Mathema Class I	Nill cate Charle all and total factor
ing and Greenbells			Park	Chief Logic Marriagence	R	77	241	100%	Sorfey to Manitain Buckley, Avila to Maintein Class I	Not have County will east beneathering
38.1			Park	Class Light Regiscement	2 2	1000	900	100%	Sortly to Manifact Buckley, Ants to Maintain Causa I	Not not cloudy will many lighter-lighting
els and Chambells			Park	Class I Vegetation Memorals	18.006	200	355	NOON	On County to Mandam Bushey, Anta to Mantain Casa i	Not save County will ment lights lighting.
senty Notice			NO.	Peotitive Bridges				100W	South to Maintain Beckley, Anda to Maintain Class I	
Sebfotal-County					46 546	000 10	24,000	1000%	er ALUG Approval Condition	

Table A-4 Fiscal Mitigation Assumptions

Taxes Property Tax \$ Property Tax in lieu of VLF \$297,16 Sales Tax: General \$129,98 Sales Tax: Public Safety \$3,22 Utility Users Tax \$122,98 Franchise Fees \$34,43 Business Tax Certificates \$1,46 Real Property Transfer Tax \$22,96 Service Charges \$58,85 Recreation Fees \$58,85 Other Charges for Services \$33,70 Other Revenue \$33,70 Interest Earnings and Rents \$4,26 Other Revenues \$33,37 Transfers In \$35,97 Gas Tax/TDA \$35,97 Other \$29,82 Total Revenues \$850,60 Seneral Fund Expenditures \$294,02 General Government \$294,02 Police \$332,79 Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Communit	Budget Category	Total
Property Tax \$ \$ \$ \$ \$ \$ \$ \$ \$	General Fund Revenues	
Property Tax \$ \$ \$ \$ \$ \$ \$ \$ \$	Taxes	
Property Tax in lieu of VLF \$297,16 Sales Tax: General \$129,98 Sales Tax: Measure G \$64,99 Sales Tax: Public Safety \$3,22 Utility Users Tax \$122,98 Franchise Fees \$34,43 Business Tax Certificates \$1,46 Real Property Transfer Tax \$22,96 Service Charges \$58,85 Recreation Fees \$58,85 Other Charges for Services \$338,70 Other Revenue \$34,43 Interest Earnings and Rents \$4,263 Other Revenues \$35,97 Other Revenues \$35,97 Other Total Revenues \$850,603 Seneral Fund Expenditures \$29,826 General Government \$29,826 Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825		\$0
Sales Tax: General \$129,98 Sales Tax: Measure G \$64,99 Sales Tax: Public Safety \$3,22 Utility Users Tax \$122,98 Franchise Fees \$34,43 Business Tax Certificates \$1,46 Real Property Transfer Tax \$22,96 Service Charges \$58,856 Recreation Fees \$58,856 Other Charges for Services \$38,706 Other Revenue \$3,448 Interest Earnings and Rents \$4,263 Other Revenues \$35,977 Transfers In \$35,977 Gas Tax/TDA \$35,977 Other \$29,820 Total Revenues \$850,600 Seneral Fund Expenditures \$29,025 General Government \$294,025 Police \$332,795 Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures		7.7
Sales Tax: Measure G \$64,99 Sales Tax: Public Safety \$3,22 Utility Users Tax \$122,98 Franchise Fees \$34,43 Business Tax Certificates \$1,46 Real Property Transfer Tax \$22,96 Service Charges \$58,85 Recreation Fees \$58,85 Other Charges for Services \$38,70 Other Revenue \$3,449 Interest Earnings and Rents \$4,260 Other Revenues \$2,33 Transfers In \$35,97 Gas Tax/TDA \$35,97 Other \$29,820 Total Revenues \$850,600 Seneral Fund Expenditures \$294,025 General Government \$294,025 Police \$332,795 Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact \$679		
Sales Tax: Public Safety \$3,22 Utility Users Tax \$122,98 Franchise Fees \$34,43 Business Tax Certificates \$1,46 Real Property Transfer Tax \$22,96 Service Charges \$22,96 Recreation Fees \$58,85 Other Charges for Services \$38,70 Other Revenue \$38,70 Fines and Forfeitures \$3,44 Interest Earnings and Rents \$4,26 Other Revenues \$2,33 Transfers In \$35,97 Gas Tax/TDA \$35,97 Other \$29,826 Total Revenues \$850,60 Seneral Fund Expenditures \$294,025 General Government \$294,025 Police \$332,795 Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact \$679,2		
Utility Users Tax	Sales Tax: Public Safety	\$3,220
Franchise Fees \$34,43 Business Tax Certificates \$1,46 Real Property Transfer Tax \$22,96 Service Charges \$58,85 Recreation Fees \$58,85 Other Charges for Services \$38,70 Other Revenue \$3,44 Fines and Forfeitures \$3,44 Interest Earnings and Rents \$4,26 Other Revenues \$2,33 Transfers In \$35,97 Gas Tax/TDA \$35,97 Other \$29,820 Total Revenues \$850,605 Seneral Fund Expenditures \$294,029 General Government \$294,029 Police \$332,795 Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Net Fiscal Impact \$679,220 Reduce Parks and Landscape Maintenance [4] \$213,528 Redu	10,000,000,000,000,000,000,000,000,000,	\$122,980
Business Tax Certificates \$1,46	Franchise Fees	\$34,435
Service Charges \$58,856 Recreation Fees \$58,856 Other Charges for Services \$38,706 Other Revenue \$38,706 Fines and Forfeitures \$3,448 Interest Earnings and Rents \$4,263 Other Revenues \$2,337 Transfers In \$35,977 Gas Tax/TDA \$35,977 Other \$29,820 Total Revenues \$850,605 General Fund Expenditures \$294,025 General Government \$294,025 Police \$332,795 Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact \$679,220 Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536	Business Tax Certificates	\$1,463
Recreation Fees \$58,85 Other Charges for Services \$38,70 Other Revenue \$38,70 Fines and Forfeitures \$3,448 Interest Earnings and Rents \$4,263 Other Revenues \$2,33 Transfers In \$35,97 Gas Tax/TDA \$35,97 Other \$29,820 Total Revenues \$850,60 Seneral Fund Expenditures \$294,028 General Government \$294,028 Police \$332,798 Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact (\$679,220) Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536	Real Property Transfer Tax	\$22,963
Other Revenue \$38,70 Fines and Forfeitures \$3,44 Interest Earnings and Rents \$4,26 Other Revenues \$2,33 Transfers In \$35,97 Gas Tax/TDA \$35,97 Other \$29,820 Total Revenues \$850,605 Seneral Fund Expenditures \$294,028 General Government \$294,028 Police \$332,795 Fire [1] \$398,463 Transportation [2] \$398,463 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact \$213,528 Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536		
Other Revenue \$3,448 Interest Earnings and Rents \$4,263 Other Revenues \$2,333 Transfers In \$35,97 Gas Tax/TDA \$35,97 Other \$29,820 Total Revenues \$850,600 General Fund Expenditures \$294,028 General Government \$294,028 Police \$332,798 Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact \$213,528 Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536		\$58,856
Fines and Forfeitures \$3,448 Interest Earnings and Rents \$4,266 Other Revenues \$2,33 Transfers In Gas Tax/TDA \$35,97 Other \$29,820 Total Revenues \$850,608 General Fund Expenditures \$294,028 General Government \$294,028 Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact \$1,529,825 Reduce For Transportation [4] \$51,536 Reduce for Transportation [4] \$51,536 Community Development \$2,220 Sequence \$1,529,825 Sequence \$2,337 Sequence \$2,337 Sequence \$2,337 Sequence \$2,337 Sequence \$2,337 Sequence \$2,226 Sequence \$2,237 Sequen	Other Charges for Services	\$38,704
Interest Earnings and Rents		
Other Revenues \$2,33 Transfers In Gas Tax/TDA Other Total Revenues \$35,97 General Fund Expenditures \$850,60 General Government Police Fire [1] Transportation [2] \$332,79 \$332,79 Leisure, Cultural and Social Services Park and Landscape Maintenance [3] \$130,497 \$130,497 Park and Landscape Maintenance [3] \$213,528 \$2,226 Community Development Transfers Out Total Expenditures \$1,529,825 Net Fiscal Impact Reduce Parks and Landscape Maintenance [4] Reduce for Transportation [4] \$51,536 \$51,536		\$3,449
Transfers In \$35,97° Other \$29,820° Total Revenues \$850,60° General Fund Expenditures \$294,02° General Government \$294,02° Police \$332,79° Fire [1] \$398,46° Transportation [2] \$51,53° Leisure, Cultural and Social Services \$130,49° Park and Landscape Maintenance [3] \$213,52° Community Development \$106,74° Transfers Out \$2,22° Net Fiscal Impact \$1,529,82° Reduce Parks and Landscape Maintenance [4] \$213,52° Reduce for Transportation [4] \$51,53°		\$4,263
Gas Tax/TDA \$35,97° Other \$29,820° Total Revenues \$850,60° Seneral Fund Expenditures \$294,02° General Government \$294,02° Police \$332,79° Fire [1] \$398,46° Transportation [2] \$51,53° Leisure, Cultural and Social Services \$130,49° Park and Landscape Maintenance [3] \$213,52° Community Development \$106,74° Transfers Out \$2,22° Total Expenditures \$1,529,82° Net Fiscal Impact (\$679,220) Reduce Parks and Landscape Maintenance [4] \$213,52° Reduce for Transportation [4] \$51,53°	Other Revenues	\$2,331
Other \$29,820 Total Revenues \$850,603 General Fund Expenditures \$294,023 General Government \$294,023 Police \$332,793 Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact (\$679,220) Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536		20000
Total Revenues \$850,605 General Fund Expenditures \$294,025 General Government \$294,025 Police \$332,795 Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact (\$679,220) Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536		
General Fund Expenditures \$294,028 General Government \$332,798 Police \$3398,463 Fire [1] \$51,536 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact (\$679,220) Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536		
General Government \$294,028 Police \$332,798 Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact (\$679,220) Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536	Total Revenues	\$850,605
Police \$332,799 Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact (\$679,220) Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536	General Fund Expenditures	20000000
Fire [1] \$398,463 Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact (\$679,220) Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536		
Transportation [2] \$51,536 Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact (\$679,220) Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536		
Leisure, Cultural and Social Services \$130,497 Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact (\$679,220) Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536		
Park and Landscape Maintenance [3] \$213,528 Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact (\$679,220) Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536	4. T.	
Community Development \$106,747 Transfers Out \$2,226 Total Expenditures \$1,529,825 Net Fiscal Impact (\$679,220) Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536		
Transfers Out Total Expenditures Net Fiscal Impact Reduce Parks and Landscape Maintenance [4] Reduce for Transportation [4] \$2,226 \$1,529,825 (\$679,220) \$213,528 \$213,528	[188] [18] [18] [18] [18] [18] [18] [18]	
Net Fiscal Impact Reduce Parks and Landscape Maintenance [4] Reduce for Transportation [4] \$1,529,825 (\$679,220) \$213,528 \$51,536		
Net Fiscal Impact Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536		
Reduce Parks and Landscape Maintenance [4] \$213,528 Reduce for Transportation [4] \$51,536	Total Expenditures	\$1,529,825
Reduce for Transportation [4] \$51,536		(\$679,220)
		\$213,528
REVISED Net Fiscal Impact (\$414,156)	Reduce for Transportation [4]	\$51,536
	REVISED Net Fiscal Impact	(\$414,156)

Increased per City allocation 7-28-2017; reflects cost of operating station and Avila Ranch's share (25% of 590 acres).

^[2] Included in LAM; exclude for Fiscal Mitigation.

^[3] Included in LAM; exclude for Fiscal Mitigation.

^[4] Included in LAM.

APPENDIX B:

Avila Ranch Infrastructure Cost and Allocation Analysis



conomic & Planning Systems, Inc. 9/1/2017

Table B-1 Summary of Infrastructure Funding

Type of Infrastructure	Total Project Costs [1]	Avila Ranch Pro Rata Share	Total Cost of Projects Built by Avila Ranch	Additional Mitigation or Impact Fees Being Paid	Amount of Potential Private Reimbursement	Amount of Potential Impact Fee Credit for Built Projects	Final Out of Pocket for Avila Ranch
Transportation Parks Water and Sewer Public Safety Intract Improvements Offsite Improvements Total Infrastructure Expenses	\$37,234,884 \$6,645,500 \$427,500 \$1,346,250 \$20,896,000 \$552,000 \$67,102,134	\$17,622,154 \$6,645,500 \$427,500 \$1,346,250 \$20,896,000 \$552,000 \$47,489,404	\$21,226,500 \$6,645,500 \$427,500 \$1,346,250 \$20,896,000 \$52,000 \$51,093,750	\$5,883,194	(\$561,350)	(\$3,759,000)	\$22,789,344 \$6,645,500 \$427,500 \$1,346,250 \$20,896,000 \$552,000 \$552,000

[1] Total Project Infrastructure costs whether Avila Ranch is building or paying fees.

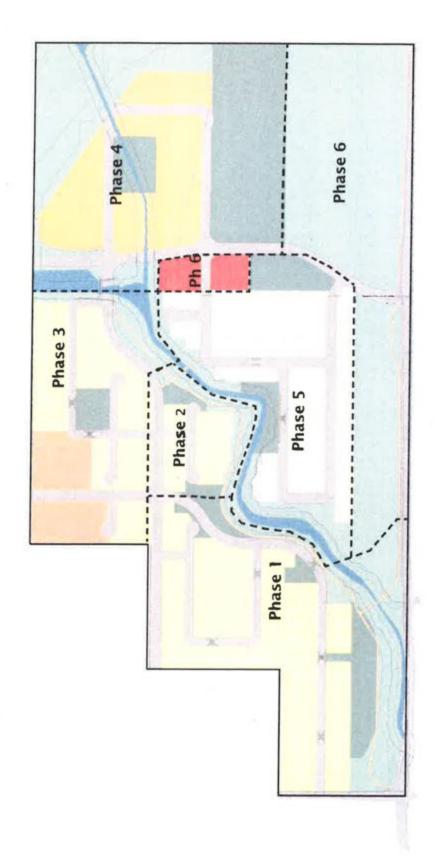
Sources: Avila Ranch LLC; City of San Luis Obispo; Economic & Planning Systems, Inc.

				Allocatio	on to Avila Ranch	Deve	toper Equity		
	ton.	Total Project Cost Estimals	Implementation/ Participation by Avila Ranch	Nexus Allocation to Aulia Itanch	Allocation to Avvia Ranch (Absort Credit or Reinbursements)	Parcey	Up-Front Amount	Reimbursament Agreement Requested/ Recommended?	If Yes, Amos Subject to Phy Rembursem
Buil	d Project (No Reimbursement)					-			
T	Transit Stops	\$75,000	Build	100.0%	\$75,000	100%	\$25,000	No	
	Buckley Road Wildening - Vachell to Avita Pt.	52.294.500		50.0%		1100			
	Suburben Sidewalk Sidewalks W/O Earthwood (Existing			5.000	\$1,147,250	100%	\$2,294,500	No	
Та	Deficiency)	\$125,000		100.0%	\$125,000	100%	\$125,000	No	
T4		\$125,000		100.0%	\$125,000	100%	\$125,000	No	
75	Venture Residential Collector	\$2,612,000	Build Phase 1,2,3	100.0%	\$2,612,000	100%	\$2,612,000	No	
18	Buckley Frontage Bike Path	\$855,000	Build Phase 1, 4	100.0%	\$656,000	100%	\$655,000	No	
17	Horizon/Jesperson Collector Avita Ranch	\$2,163,000		75.0%	\$1,622,250	100%	\$2,163,000	No	
T8	US 101/S, Higuera Interchange - Prepare PS&E for SB Ramp Metering County Offsite Improvements related to Buckley Road		Complete Phase 1- 2 Payment to County	100.0% N/A	599.000 NA	100%	\$50,000 \$430,000	No	
	Intersections (at HWY 227 and Davenport Creek) (T34)		- 4)		-	100.00	20,000	No	
Build	I Project (Potential Private Reimbursement)				1				
T10	Vechell Lane Wildening, LTL (E) Venture, misc sidewalks and Class II Bike Lanes	\$650,000	Build Phase 1	50.0%	\$325,000	100%	\$650,000	No	
Tin	Earthwood Collector Suburban to Venture	\$418,000	Build Phase 1	75.0%	\$313,500	100%	\$418,000	No	
T12	Buckley Road Extension - Vachelf to South Higuera	\$6,000,000	Build Phase 2	25 0%	\$1,500,000	100%	\$8,000,000	No	
T13	Suburban Widening E/O Earthwood	\$450,000	Build Phase 4	34.7%	\$156,150	100%	\$450,000	Yes	\$293,850
T14	Hortron Collector South of Suburban to Avila Ranch w/ROW	\$770,000	Build Phase 4	75.0%	9577.500	190%	\$770,000	Yes	\$192,500
TIS	South Higuera/Vachell Lane	\$150,000	Build Phase 2	50.0%	\$75,000	100%	\$150,000	Yes	575,000
Build	Project (Eligible for AASP Fee Credits/Reimburser								
T16	Tank FarmHiguera SB Duat LT	\$470,000	Build Phase 1	13,4%	562,980	100%	\$470,000	No	50
T17	Tank Farm Creek Bike Path	\$800,000	Bullo Phase 1,2,3	75.0%	2645,000	100%	\$860,000	No	
T18	Tank farm Creck Bikepath - Chevron sto TFR	\$934,000	Build phase 4 if	100.0%	5954.000	100%	\$934,000		
	Tank FarmHiguera WB Qual RT	\$670,000	ROW Build Phase 4	13.4%	1000000	100%		No	11221
	Project (Eligible for AASP Fee Credits/Reimburses	8070,000	Disig Phase 4	13,4%	589,780	190%	\$670,000	No	50
		****					220000		
	Buckley Extension Bike Path	\$500,000	Build Phase 2	25.0%	\$125,000	100%	\$500,000	No	
	Project (Eligible for LOVR Credits)								
T21	US 101/LOVR Interchange - Install SS Ramp Metering	\$250,000	Build Phase 1	100.0%	\$250,000	100%	\$250,000	No	\$0
Build	Project (Eligible for City TIF Fee Credits/Reimburs		- 1		- 1				
T22	South Higueral South Street NB RT Lane	\$370,000	Build Phase 1	30.6%	\$113,960	100%	\$379,900	Yes 1	\$0
T23	South Higuera Sidewalk - Vachell to LCVR	\$125,000	Build Phase 1	100.0%	\$125,000	100%	\$125,000	No	
T24	South Higuera Sidewalk - City Limit to LOVR	\$40,000	Build Phase 2	24,3%	\$19,440	100%	\$80,000	No	
	Subtotat	521,226,500			\$11,723,810		\$21,226,500		\$561,350
T25	se - LOVR LOVR Interchange (Impact Fees remaining after crediting from above) se - Citywide TilF	\$3,172,464	Pay impact Fees	100.0%	\$3,172,464	100%	\$3,172,464	No	
T26	Citywide TIF Impact Fees (Remaining to be pold - reduced for polential TIF Credit shown above) ASP Fee (or Mitigation Fee as Identified)	1,501,929	Pay Impact Fees		\$1,501,920	100% \$	1,501,520	No	
	Horizon Lane SIO Tarin Farm to Suburban	\$504,000	Pay Impact Fees	25.0%	\$148,500	0%	50	No	
	PradoPiguera NB Dual LT		Pay Impact Fees		2000				
100			100000000000000000000000000000000000000	8.5%	983.750	0%	50	No	
	Predoffiguers Cumulative Improvements (Dual LT, RT, 2 Thou) AASP Impact Fees (Remaining to be paid - reduced for		Pay Impact Fees	0.0%	10	0%	50	No	
	polential AASP Credit shown above)	50	Pay impact Fees		\$0	100%	50	No	
1,30	tigation Fee - Pro Rata								
Pay Mi			Pay MIT Fees	25.4%	\$645,160	25.4%	\$645,160	No	
Pay Mi T31	LOVR/Higuers Intersection Improvements	\$2,540,000					\$72,500	No	
Pay Mi T31	LOVRHigues hieraction reprovements the Jones Trail Bits Path	\$1,250,000	Pay MIT Fees	5.8%	\$72,500	5.8%	312,500		
Pay Mi T31 T32	LOVRHigues hieraction reprovements the Jones Trail Bits Path		A 100 100 1	5.8%	\$72,500 \$107,250	16.5%	\$107,250	No	
Pay Mi T31 T32 T33	LOVRHiguers hiersection insprovements Bob Jones Treil Bike Path	\$1,250,000	Pay MIT Fees		0.000011			No	
Pay Mi T31 T32 T33 Pay Mi	LOVRHiguers Intersection Improvements Bob Jones Trail Bike Path Buckley/Vachell Intersection	\$1,250,000	Pay MIT Fees		0.000011			No No	
Pay Mi T31 T32 T33 Pay Mi T34	LOVRHiguers Intersection Improvements Bob Jones Trail Bike Path Buckley/Vochell Intersection Itigation Fee - Pro Rata or AASP If Amended into	\$1,250,000 \$850,000	Psy MIT Fees Psy MIT Fees	16.5%	5107.250	16.5%	\$107,250		
Pay Mi T31 T32 T33 Pay Mi	LOVRHiguera Intersection Improvements flob Jones Trail Blue Path flucktirp/Vochell Intersection Rigation Fee - Pro Rata or AASP If Amended Into I flucktirp/HWY 227 Intersection	\$1,290,000 \$850,000 \$2,700,000	Pay MIT Fees Pay MIT Fees	16.5%	5107,250 572,960	16.5% 16.0% 13.4%	\$107.250 \$270,000	No	\$6 \$561,356
Pay Mi T31 T32 T33 Pay Mi T34 T35	LOVRHiguers hiersection terrovernonts Blob Jones Trail Blue Path Bluckley/Vechall Intersection Rigation Fee - Pro Rata or AASP If Amended Into I Bluckley/HWY 227 Intersection Tank Fermittiguers NB RT extension Substate Total All Transportation	\$1,250,000 \$850,000 \$2,700,000 \$850,000 \$16,009,384 \$37,234,884	Pay MIT Fees Pay MIT Fees	10.5% 2.7% 12.4%	\$107,250 \$72,900 \$113,900 \$5,993,344 \$17,422,154	16.5%	\$107,250 \$270,000 \$113,900 \$5,883,194 \$27,199,694	No No	56 5591,300
Pay Mi T31 T32 T33 Pay Mi T34 T35	LOVRHiguers Intersection Improvements Blob Jones Trail Bits Path Blockley/Vechall Intersection Itigation Fee - Pro Rata or AASP If Amended Into I Blockley/HWY 227 Intersection Tank Fermitriquers NB RT extension Substatil Total AS Transportation: Parks - Land and Improvements (18 acress) Water and Sower	\$1,250,000 \$850,000 \$2,700,000 \$650,000 \$16,000,384 \$37,234,884	Pay MIT Fees Pay MIT Fees	10.5% 2.7% 13.4% 100.0%	\$107,250 \$72,900 \$113,900 \$5,898,344 \$17,822,164 36,645,900 \$427,500	16.5% 16.6% 13.4%	\$107,250 \$270,000 \$113,900 \$5,863,194 \$27,199,694 \$6,645,500 \$427,500	No No No	\$6 \$561,350
Pay Mi T31 T32 T33 Pay Mi T34 T35	LOVRHiguers Intersection Improvements Blob Jones Trait Bike Path Blockley/Vochall Intersection Rigation Fee - Pro Rata or AASP If Amended Into If Blockley/HWY 227 Intersection Tank Fermittiquers NB RT extension Substate! Total AS Transportation: Parks - Land and Improvements (18 acress) Water and Sewer Public Safety - Interim Fire Station Interest Improvements - No. Specified Above	\$1,250,000 \$850,000 \$2,700,000 \$850,000 \$18,000,384 \$27,234,884	Pay MIT Fees Pay MIT Fees	10.5% 2.7% 13.4%	5107.256 572,960 5113,900 55,898,344 517,822,164 36,645,500 5427,300 5437,402,50	16.5% 16.6% 13.4% 100% 100%	\$107,250 \$270,000 \$113,000 \$5,883,194 \$27,199,694	No No	50 5501,330
Pay Mi T31 T32 T33 Pay Mi T34 T35	LOVRHiguers Intersection Improvements Bob Jones Trait Bike Path Buckley/Yochell Intersection Rigation Fee - Pro Rata or AASP If Amended into II Buckley/HWY 227 Intersection Tank Fermittiquers NB RT extension Substate Total AS Transportation: Parks - Land and Improvements (16 acres) Water and Sower Public Safety - Interem Fire Station	\$1,250,000 \$850,000 \$5,700,000 \$56,000,384 \$27,254,884 \$6,845,500 \$477,500 \$1,346,250	Pay MIT Fees Pay MIT Fees	10.5% 2.7% 13.4% 100.0% 100.0%	5107.256 \$72,900 \$113,900 \$5,898,544 \$17,822,164 36,645,500 \$427,500 \$427,500 \$1,346,250	16.5% 16.6% 13.4% 100% 100% 100%	\$107,250 \$270,000 \$113,000 \$5,853,194 \$27,199,694 \$6,845,500 \$427,500 \$1346,250	No No No No	50 5561,350

		_			ee Credit and R Agreemen				
	Pan	Total Project Cost Estimate		Amount Subyets to	Fee Credit		Developer Final Equity (Not Entirect to Gredit or Reimburspment)	If No and II Onveloper Equity is 100%, Value to City	If No and if Developer Equit is 100%, Vitue to County
			et.	AASP	AASP (Future)	LOVE			
Buil	f Project (No Reimbursement)								
Ti	Transil Slops	\$75,000					\$75,000		
TZ	Buckley Road Widening - Vachell to Aulia Pt.	\$2,294,500					12,294,500		\$1,147
Т3	Suburban Sidewalk Sidewalks W/O Earthwood (Existing Deficiency)	\$125,000					\$126,000		
T4	Suburban Signal Modifications	\$125,000					\$125,000		
TS	Venture Residential Collector	\$2,817,000					\$2,612,000		
76	Buckley Frontage Bike Path	5655,000					5855,000		
17	Horizon/Jesperson Collector Avila Ranch	\$2 163 000					\$2,163,000	\$549,750	
та	US 101/S. Higuera Interchange - Prepare PS&E for S& Ramp Motoring	\$60,000					\$50,000	200,100	
TS	County Offsite improvements related to Buckley Road Intersections (at HWY 227 and Davenport Creek) (T34)	5439,000				1	\$430,000		\$430
Bullo	Project (Potential Private Reimbursement)					- 9	F 1		
T10	Vachell Lone Widening, LTL @ Venture, misc sidewalks and Class II Bike Lones	5650,000					\$650,000	9214,500	\$110
T11	Earthwood Collector Suburban to Venture	\$418,000				1	\$416,000	\$104,500	
T12	Buckley Road Extension - Vachell to South Higuera	\$8,000,000					\$6,000,000	\$1,125,000	\$3,37%
T13	Suburban Widening E/O Earthwood	\$450,000					\$156,150		
T14	Horizon Collector South of Suburban to Avilla Ranch wiROW	\$770,000				- 1	\$577,500		
T15	South Higuera/Vechell Lane	\$150,000				1	\$75,000		
ulid	Project (Eligible for AASP Fee Credits/Reimburses								
	Tank Farm/Higuera SB Dual LT	\$479,000		\$470,000			50		
T17	Tank Fann Creek Bike Pulls	\$660,000		\$815,000	\$45,000		50		
	Tank farm Creek Bikepath - Chevron slo TFR	3934,000		\$934,000	343300		333		
	Tank FamVHiguera WB Duel RT	\$670,000		\$679,000			50		
				3670,000			50		
	Project (Eligible for AASP Fee Credits/Reimburseen				7000	- 1	5,000		
	Buckley Extension Bike Path	9500,000			TBO	- 1	\$100,000	593,750	\$281,
	Project (Eligible for LOVR Credits)								
	US 101/LOVR Interchange - Install SB Ramp Metering	\$250,000				\$250,000	So	50	
	Project (Eligible for City TIF Fee Credits/Reimburs					- 1			
	South Higuera/South Street MB RT Lane	5370,000 \$	370,000			- 1	50		
T23	South Higaera Sidewalk - Vachell to LOVR	\$125,000 \$	125,000			- 1	30		
T24	South Higuera Sidewalk - City Limit to LOVR	580,000 \$	60,000				50		
	Subtotal	521,226,500 \$	575,000	\$2,689,000	\$45,000	\$250,000	\$16,906,150	\$2,076,500	85,344,0
	e - LOVR								
	LOVR Interchange (Impact Fees remaining after crediting from above)	\$3,172,464					\$3,172,464	50	
26	Citywide TiF Inspect Fees (Remaining to be paid - reduced for potential TiF Credit shown above)	1,501,920				- 1	\$1,501.939		
	ASP Fee (or Mitigalion Fee as Identified)					- 1			
27	Morizon Lano SAO Tank Farm to Suburban	\$594 000				- 1	50	50	
28	Pradol Aguera NS Dual L.f	\$750,000				- 1	50	90	
	Prodofiliguera Comulative Improvements (Dual LT, RT, 2 Third)	\$2,000,000				- 1	50	to to	
	AASIP Impact Fees (Remaining to be pald - reduced for	50				- 1	50	30	
	Ugation Fee - Pro Rata					- 1			
		2002				- 1	100000		
	LOVR/Higuera Intersection Improvements	\$2,540,000				- 1	\$845,160		
	Bob Jones Trail Bike Path	\$1,250,000			2229	- 1	\$72.500	\$72,500	
	Buckley/Vachell Intersection	5650,000			TBD		\$107.250	3542,750	
	tigation Fee - Pro Rata or AASP If Amended into P								
34	BuckleylHWY 227 Intersection	\$2,760,600			TBO		\$270,000		\$270,00
	Tank FarmHiguera NB RT extension	\$16,008,384	- 59	10	180	50	\$113,900 \$5,663,194	\$0 \$415,250	****
15		\$37,234,684	\$575,000	\$2,889,000	\$45,000	5250,000	\$22,769,344	\$2,693,760	\$279,00 \$5,614,00
15	Total All Transportation:						2000 00 10 00 70 70		
_	Parks - Land and Improvements (18 acres)	58.645.500					56,645,500	10	
	Parks - Land and Improvements (18 acres) Water and Sever Valor Safety - Interim Fire Station	\$427,500 \$1,346,250					56,645,500 \$427,500 \$1,346,250	50 50	
	Parks - Land and Improvements (18 acres) Water and Sewer	5427,500					\$427,500		

Exhibit D

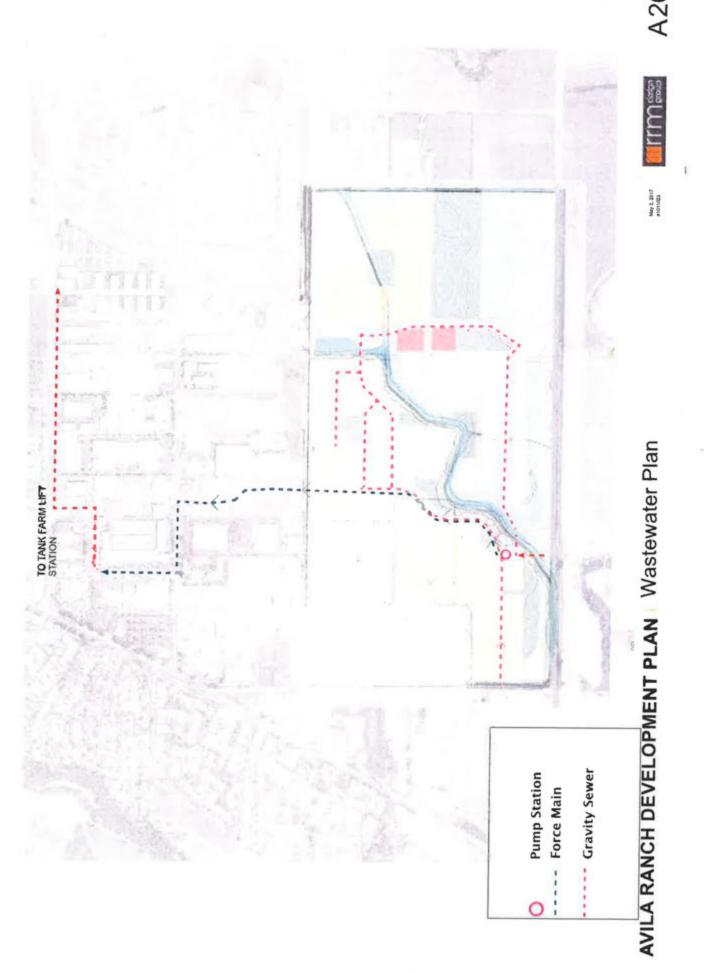
Phasing Plan



Backbone Water Infrastructure

AVILA RANCH DEVELOPMENT PLAN | Water Supply Plan

Backbone Wastewater Infrastructure



Backbone Recycled Water Infrastructure

AVILA RANCH DEVELOPMENT PLAN Water Supply Plan

Backbone Drainage Infrastructure

AVILA RANCH DEVELOPMENT PLAN Storm Drainage

Exhibit F

Figure 5 of Conservation & Open Space Element



Figure 5: Greenbelt Boundaries

City Limit
Greenbelt Boundary
Previous Greenbelt Boundary

SLO - GIS

crty of san tuis object

o 0.5 1 2 3

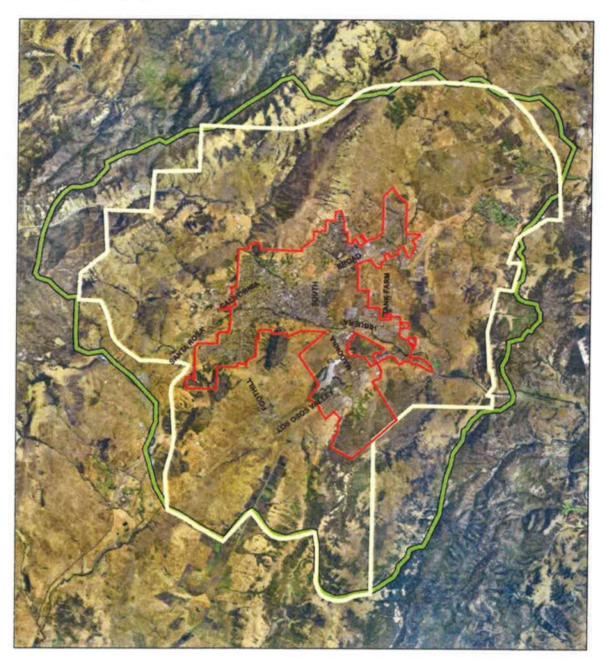


Exhibit G

Affordable/Workforce Housing Plan

Exhibit G

Affordable & Workforce Housing Plan

Affordable Housing Plan

The Avila Ranch project will encourage long term housing affordability by including design and development strategies that serve to provide lower cost housing, by including a range of housing sizes and types that are not typically provided in the community, and by providing a greater number of lower income inclusionary units than required by the City Inclusionary Housing Ordinance. Since the price of houses over time is most closely related to the size of the dwelling unit, the size of the lot, and costs of maintenance, the project has concentrated on lowering the overall size of market rate dwelling units, and reducing lot size for market rate units.

Within each of the residential zones there will be dwelling unit sizes ranging from 550 square foot studios to 1,150 square foot family apartments in the R-4 area, to 2,500 square foot single family detached units in the R-1 development area. A predominant individual share of the project is in small lot single family R-2 units (297 out of 720) and attached single family ownership and rental R-3 units (197 units out of 720). Consequently, the average size of the units across the development is approximately 1,525 square feet.

Maintenance expenses, to the extent feasible, will be included in a Community Facilities District to reduce the necessity for Homeowner's Associations, and the higher costs associated with that maintenance and governance structure. Landscape maintenance and cost of water and utilities will also be reduced because of the drought tolerant landscaping, smaller lots and other sustainable and cost reducing features.

The City's Housing Element provides incentives to develop housing in a denser pattern (R3/R4), and with smaller unit sizes to encourage affordability across the low, mod and workforce income ranges. These incentives include reduced inclusionary housing requirements for denser projects and for projects with lower dwelling unit square footages. Conversely, more inclusionary housing is required for projects with dwelling units that exceed unit sizes of 2,000 square feet. Table 2A of the Housing Element contains these adjustment factors.

According to the City's Inclusionary Housing Ordinance and Table 2A, the inclusionary housing requirement for the residential component of the project is a total of 67 units, with 22 low and 45 moderate income units. The project proposes to meet and exceed the residential component requirement by providing 32 lower income units and 35 moderate income units as show in Table 1 below, which will provide for deeper affordability and more lower income units than required. In addition, the commercial component of the project requires a total of 4 units, with 1 low and 3 moderate income units. The project proposes to meet commercial component requirement by either constructing the units in the project or by paying an affordable housing in-lieu fee.

Table 1
Inclusionary Housing Requirements
Units Required and Units Provided

	Units	Avg Size	Total Floor Area	Net Acres	Net Den- sity	Density Units	Density Units/Acre
R-1 Alley	33	2,250	74.250	4.7	7.02	33	7.02
R-1 Front	68	2,250	153,000	8.07	8.43	68	8.43
R-2 Pocket Cottage	76	1,200	91,200	5.67	13.40	76	13.40
R-2 Standard .	221	1,750	386,750	21.62	10.22	221	10.22
R-3 Duplex	38	1,750	66,500	4.13	9.20	57	13.80
R-3 Townhome	159	1,375	218,625	6.49	24.50	173	26.66
R-4 Apartments	125	850	106,250	4.39	28.47	115	26.20
Neighborhood Commercial			15,000	1.85			
Total	720	1,525	1,096,575	55.07	13.07	743	13.49
Nominal Requirement	108						
HE Table 2A Adjustment	-41		Constructed	Fee	Total		
Commercial	4						
Requirement:	71	Provided:	67		71		
Low	23		32	1	33		
Moderate	48		35	3	38		

The Avila Ranch project will address housing affordability in several ways, most notably through the design itself, which includes cluster development and many medium and high-density housing units (197 R-3 units and 125 R-4 units), as well as R-2 units that have floor areas that are well below the typical average for single-family detached units in the community.

The City's Inclusionary Housing Requirement will be addressed through deed restrictions on some low income and moderate-income units to be constructed by Avila Ranch, while others will be provided by dedicating and donating improved land to a non-profit affordable housing provider. However, should an affordable housing provider fail to construct the units, the obligation to provide for the 24 deed-restricted low-income affordable housing units remains with Avila Ranch to complete. The following highlights are summarized from the Development Plan:

• Mix of Residential Densities and Small Lots. There is an intentional mix of residential densities in the Avila Ranch project that includes a range of R-1 lot sizes, R-2 "four-packs", "six-packs", and "eight-pack" cluster units, and R-3 and R-4 multifamily dwellings, with an emphasis on smaller lot, higher density units. R-2 small lot single family detached units comprise over forty percent of the residential units (with building living areas ranging from 1,050 SF for a 2B/1B unit to 2,200 SF 3B/2B unit), and medium density and above units will comprise over 85 percent of the units in the project. The average unit size across the entire project is less than 1,550 square feet.

- Pocket Cottage Units. The Plan includes 76 "Pocket Cottage" units, which are intended to meet the needs of young professionals, empty nesters and young families. These units have floor plans ranging from 1,050 to 1,300 square feet in 2BR/1B, 2BR/2B and 3BR/2B configurations. These units, like the other cluster units, are arranged around a common landscaped courtyard, and will have access from a common driveway. These smaller units also have a one-car garage and an adjacent uncovered guest parking space. This parking reduction is justified by the lower expected occupancy for these smaller units and the multimodal features of the overall development. A portion of these units will be reserved for income-qualified workforce households through the Workforce Housing Incentive Program (WHIP) described below. Nine of the Pocket Cottage units (5 2-bedroom and 4 3-bedroom units) would be dedicated for Moderate Income, and 13 of these units (6 2-bedroom/1-bath units and 7 3-bedroom/2-bath units) will be dedicated for the project's Workforce Housing Incentive Program (WHIP) program described below. The nine inclusionary moderate-income units will be provided on in Phases 1 and 3 of the project on Lots 37, 51, 65, 76, 91, 121, 364, 378 and 392. The Workforce units in the Pocket Cottage series will be provided on Lots 32, 46, 60, 74, 79, 89, 90, 117, 365, 379, 393, 315 or 316.
- R-3 Units and Inclusionary Housing Requirements. The project includes 197 R-3 multifamily units on 11 acres that range in size from 700 square foot for-sale and for-rent studios to 1,750 square foot duplexes. The R-3 portion will include eighteen (18) for-sale moderate-income units (10 2-bedroom/1-bath units and 8 3-bedroom, 2-bath units) and twelve (12) WHIP units (6 2-bedroom/1-bath units and 6 3-bedroom/2-bath units). The inclusionary units will be provided on Lot 405 as part of the first 80 R-3 townhomes (and the first 116 R-3 units overall), and the 12 Workforce units will be provided on Lot 407.
- R-4 Housing and Affordable Housing Development. Finally, the project will include a substantial number of apartment units that are near employment and shopping at Suburban and Higuera. The R-4 apartment portion of the project will be directly served by an on-street transit stop and will be within walking distance of nearby shopping. A 1.2 acre portion of R-4 project will be dedicated to an affordable housing provider (Lot 300 of the VTM) at the time that the final map for Phase 1 is recorded to address the local need for lower income housing and to satisfy, in part, the project's inclusionary housing requirements. The lot shall include 24 lower income units. However, should an affordable housing provider fail to construct the units, the obligation to provide for the 24 deed-restricted lowincome affordable housing units on the lot remains with Avila Ranch to complete. Unit sizes in the R-4 apartment portion will range from 550 square foot studios to 1,150 square foot units for larger families. The site to be dedicated is adequate to meet the affordable housing requirement, plus additional potential units. This site will be improved as part of Phase 1 of the project since it is served by Earthwood, and can be conveyed to the affordable housing provider during Phase 1. Its development is not dependent on the completion of improvements in Phase 3 of the project (where it is located), and construction can start on it after the Buckley Road Extension improvements are completed. This will allow completion of these low income inclusionary units early in the project, rather than leaving them to the end. In addition, eight (8) Low Income 2-bedroom/1-bath and eight (8) Moderate Income 2-bedroom/1-bath units will be provided on Lot 301, a market rate apartment development.
- Neighborhood Commercial. The 1.8-acre Neighborhood Commercial portion of the project will generate a requirement for four additional inclusionary units (1 lower income and 3 moderate income).

Development of this site is anticipated 10+ years, and will be based on market demand. Most of the NC site is currently located in ALUP Safety Zone S-1-B that precludes residential development; however, there is a 0.25-acre portion of Lot 603 that is outside and that can accommodate residential development. The project will include the four inclusionary units in its design, if possible, and subject to the restrictions of the Specific Plan. If that is infeasible, the project will pay an affordable housing in-lieu fee per the Inclusionary Housing Ordinance and Table 2 of the Housing Element.

Overall, the project will provide a total of thirty-two (32) low and thirty-five (35) Moderate Income inclusionary units compared to the city's requirement for twenty-two (22) Low Income units and forty-five (45) Moderate Income units. The inclusionary housing product mix has been intentionally skewed toward the low-income units to ensure that this income group is adequately represented in the project, and to recognize that the moderate-income groups have adequate market rate opportunities in the R-3, R-2 Pocket Cottage and R-4 rental portions of the project. Table 2 shows the phasing of the affordable units, and Exhibit 1 shows the location of these units.

Table 2
Assisted Affordable Housing Phasing Plan

			Phase				
Program	1	2	3	4	5	6*	Total
Low Income Rentals	24		8			1	33
Mod Income Rentals			8			3	11
Moderate Income For-Sale	6		3	18			27
Workforce For-Sale-WHIP	13			12			25
Other Market Rate Work- force							
For Sale	36		18	70			124
Rental			83	86			169
Total	79		120	186			385
Units in Phase	179	29	214	197	101	4	724
					Total-Inclusi	onary Low	33
					Total-Inclusi	onary Mod	38
					Total-Workf	orce WHIP	25
					TotalMark force	et Rate Work-	293
				Total			389

^{*}Phase 6 represents the Commercial Development and associated Inclusionary Housing Requirement. This will be met either by development of units within the commercial project or by payment of affordable housing in-lieu fee.

Workforce Housing Plan

A special four-point program will be provided to create workforce housing and increase the supply of housing available to local employees. This program will include providing local preferences for individuals who work within the City of San Luis Obispo and immediately surrounding area the priority to purchase or rent a residence within the Project, owner-occupancy restrictions in the single-family detached units, and a special Workforce Housing Incentive Program which will provide deed-restricted units for workforce housing eligible households (households earning 121-160% of the Area Median income). This workforce housing program seeks to target the Project to local employees, reduce the influence of investors in the limitation of housing choice and availability, provide a down payment assistance program for Workforce Income families, and provide a certain number of units that will be deed-restricted. The elements of the program are as follows:

- Local Preference ("SLO Workers First"). Program 10.4 of the City's Housing Element encourages residential developers to "...sell or rent their projects to those residing or employed in the City first before outside markets." Further, the City and project applicants recognize that one of the principal reasons for the designation of additional residential land in the community in the 2014 Land Use and Circulation Element update was to address the current jobs-housing imbalance. One direct and effective way of achieving this is to provide priority for existing employees to rent or purchase residences within the Project. To that end, an interest list has been developed for the Project. Currently, seventy percent (70%) of those on the interest list work in the San Luis Obispo area. Avila Ranch agrees to give first preference to rent or purchase a residence within the Project to local employees identified on the interest list. For purposes of this program, the term "local employees" shall include individuals who are employed in business that are located in geographic areas that are customarily included in the City's annual jobs-housing balance analysis in its General Plan Status Report. These areas include the City's corporate limits and areas outside the City limits such as Cal Poly, California Men's Colony, Cuesta College, agricultural lands within the Edna Valley area and business parks on South Broad Street. New employees to businesses in these geographic areas with bonafide employment offers will be considered "local employees" as well. Avila Ranch agrees to maintain and update the interest list through full build-out of the Project. City and Avila Ranch agree that, operationally, this program will be administered as follows:
 - Avila Ranch shall maintain the interest list and shall separate and prioritize names of local employees based on interest in product type.
 - b. When product becomes available, usually 270-360 days prior to certificate of occupancy (assuming a 180-day construction period), Avila Ranch shall notify those individuals of the opportunity to purchase a residence starting with the "top of the list." Those individuals shall have approximately 60 days to get pre-qualified to purchase the residence and to provide Avila Ranch with proof that the individual is a local employee and the time notice (i.e. paycheck or bonafide offer of employment from a local employer.)
 - c. If an individual fails to get pre-qualified or fails to provide Avila Ranch with proof of local employment within the time periods above, then Avila Ranch may remove or put that name at the end of the interest list.

d. Except for the multi-family apartments, Avila Ranch agrees not to sell any units within the Project to any individual without first offering the unit to a local employee who is on the interest list for that product type. Upon exhausting all local employees on the interest list for a product type, Avila Ranch agrees to give priority in the sale of such units to individuals residing in the County (but within Fair Housing constraints and state and local regulations), and finally to individuals from outside the county.

Nothing herein shall preclude Avila Ranch from notifying multiple individuals with the opportunity to purchase a residence and prioritizing the purchase and sale based on "first in line" principles. Nothing herein shall preclude Avila Ranch from taking all reasonable actions necessary in order to facilitate the sale of units within the Project provided such actions are consistent with the "SLO Workers First" program described herein. Avila Ranch shall, upon request, update the City on its implementation of this program and provide City with the interest list and proof of employment for all sales made under this program.

City and Avila Ranch acknowledge that this program described above will accomplish three important objectives: 1) use new housing to address the current imbalance between existing jobs and housing; 2) ensure that, to the maximum extent practicable, that the increased housing in San Luis Obispo results in a decline in the current commute traffic; and, 3) reduce competition from outside buyers in the initial offering and sales.

Owner-Occupancy Restrictions. Avila Ranch agrees to include restrictions in the purchase agreement and Covenants Conditions and Restrictions (CC&Rs) for the single family detached units (R-1 and R-2) substantially in the form as set forth in Attachment "A" requiring these units to be restricted to owner-occupants only for the first five years after sale. In the case of units with Accessory Dwelling Units (ADUs), the Principal Dwelling or the ADU will need to be occupied by the property owner. The final form of these agreements will be determined at the time of development of the first final map, and will provide for appropriate monitoring and enforcement. This component of the CC&Rs may not be modified without the City's written consent. The City of San Luis Obispo shall be a designated third party beneficiary to these contractual rights and shall have the right to enforce the owner occupancy requirement. Enforcement and monitoring of the owner occupancy requirement on all single-family dwellings however, Avila Ranch and/ or in coordination with a qualified housing non-profit. Upon request, Avila Ranch shall provide City with any information related to Avila Ranch's implementation and enforcement of this program.

Workforce Housing Incentive Program (WHIP). Avila Ranch agrees to provide 25 deed restricted units, including thirteen (13) Pocket Cottage units and twelve (12) R-3 Townhomes, to families in the Workforce Housing category, defined by the City of San Luis Obispo as household incomes of 121% to 160% of Area Median Income (AMI). This program would require that eligible households have incomes no greater than 160% of the then-current Area Median Income (AMI) (Currently estimated at \$133,000 per year) and are income-certified by the Housing Authority of San Luis Obispo or other qualified housing non-profit. For these units, prices would be limited to no more than that required to achieve an Index of Affordability ("Index") of 31 percent (cost of housing including mortgage principal, mortgage interest, taxes and insurance divided by 140% of AMI). The Housing Element does not specify an Index of Affordability for Above Moderate household; however, the proposed index is consistent with the requirements of Policy 2.2 of the Housing Element which specifies a 30% Index for

Moderate Income units, with FHA guidelines, and recognizes the energy and occupancy costs savings proposed as part of the "Net Zero" features of the project. The maximum purchase price would be equal to 5.65 times (140% of 4.05 multiplier) the median income for each household size. For example, the current 4-person (3 bedroom) median household is \$83,200 and the associated maximum price of a 3-bedroom unit would be \$470,200, and the maximum purchase price for a two-bedroom unit would be \$423,200. These units would have to be occupied by an income qualifying Workforce Housing household for a minimum of ten (10) years; if resold within this ten-year period, the units would need to be sold to another income-qualifying Workforce Housing buyer, and the ten-year affordability period would reset. Thirteen (13) of these Workforce units (6 2-bedroom/1-bath units and 7 3-bedroom/2-bath units) will be provided in the R-2 Pocket Cottage portion of the development and twelve (12) units will be provided in the R-3 Townhome portion of the project (6 2-bedroom/1-bath units and 6 3-bedroom/2-bath units). The Workforce units in the Pocket Cottage series will be provided on Lots 32, 46, 60, 74, 79, 89, 90, 117, 365, 379, 393, 315 or 316, and the 12 Workforce units will be provided as on Lot 407 (see Exhibit 1).

The deed restrictions and enforcement would be administered in the same manner that the City does the inclusionary housing requirements. More specifically, prior to recordation of any final map for the Project, Avila Ranch shall enter into and record an Affordable Housing Agreement and Declaration of Restrictive Covenants on title for the Property per City form incorporating the affordability provisions set forth herein. Avila Ranch and City acknowledge that as each workforce housing unit is constructed, a note and deed of trust would be recorded against title to the unit per City form. Avila Ranch acknowledges that the note will be in the amount of the difference between the fair market value of the unit and the restricted sale price and will be in favor of City. The City of San Luis Obispo Community Development Department shall monitor all deed-restricted WHIP units.

Down Payment Assistance Program. Avila Ranch agrees to provide a matching down payment assistance (DPA) of five percent of the purchase price up to \$20,000 as a "silent second" on the initial sale of the 25 Workforce homes. These units would have to be occupied by an income qualifying Workforce Housing household for a minimum of ten (10) years; if resold within this ten-year period, the units would need to be sold to another income qualifying Workforce Housing buyer and the 10-year deed restriction would reset to 10 more years with the new buyer of the home. The DPA loan would be repaid upon sale of the unit or refinancing, and the proceeds would be placed in a revolving loan fund to assist future workforce, moderate, or lower income home buyers in Avila Ranch. Unlike a reduction in price that would be captured by a future seller at the end of the affordability term, this assistance would continue throughout the life of the funds to assist buyers in the development. The intent is that these funds will be used in conjunction with the initial 25 Workforce units, but these funds could be used for any income qualifying household who purchases a home in Avila Ranch after the initial ten-year workforce affordability period. This will establish a revolving loan fund of approximately \$500,000 to be administered by the City of San Luis Obispo.

Attachment A

Sample Owner Occupancy Limitation in

Conditions, Covenants and Restrictions (CCRs)

Leases: No agreement for the leasing or rental (a "Lease") of a Principal Dwelling Unit or an Accessory Dwelling Unit shall be permitted except as provided herein. Within five years of the date of first occupancy of the Principal Dwelling Unit, there shall be no Lease of the Principal Dwelling Unit without the prior and express approval of the Board based on the determination of the Board that the Lease is reasonably necessary to avoid substantial hardship to the Owner (e.g., ownership and leasing of a Principal Dwelling - Unit for normal investment income purposes would not be permitted). Such hardship may include temporary reassignment of employment to another location, extended requirements for out of state personal commitments, and other factors. A Lease of a Principal Dwelling Unit or an Accessory Dwelling Unit shall be permitted so long as the owner also occupies either the Principal Dwelling Unit or the Accessory Dwelling Unit and the Accessory Dwelling units meets all of the City's requirements.

Any Owner who leases a Principal Dwelling Unit or an Accessory Dwelling Unit (after receiving approval to do so) shall promptly notify the Association and shall advise the Association of the term of the Lease and the name of each tenant. Any Lease shall be subject in all respects to the provisions of this Declaration, the Articles, the Bylaws, the Association Rules, the Architectural Rules and applicable agreements between the Association and any state, local municipal agency; and any Lease shall expressly provide that the Lease is subject to all such instruments and matters. Said Lease shall further provide that any failure by the tenant thereunder to comply with the terms of the foregoing documents shall be a default under the Lease. All Leases shall be in writing.

Any Owner who shall lease or rent his Dwelling Unit shall be responsible for assuring compliance by such Owner's tenant with this Declaration, the Articles, the Bylaws, the Association Rules and the Architectural Rules, and shall be jointly and severally responsible for any violation thereof by his tenant. No Dwelling Unit shall be leased for transient or hotel purposes, for short term vacation rentals, which shall be defined as rental for any period less than thirty (30) days, or any rental whatsoever. No Dwelling Unit shall be leased or rented to more than a single family at any time. Tenants under Leases shall not have voting rights in the Association, but may utilize Common Areas in the same manner as Owners.

Attachment B

Sample Purchase Agreement Occupancy Addendum

ADDENDUM "	" to						
CONTRACT	FOR)	PURCHASE	AND	SALE	OF	REAL	PROPERTY
OCCUPANCY P	ERIOD AND	USE AS PRINCIPA	L RESIDENC	E addendun	1		
PROPERTY: Lot		ct No.		2			
This is an adder tract") dated _ undersigned, a modifies the Co	ndum (the ' s "Buyer," ontract as s	"Addendum") to the process of forth below. At the Contract unless	ne Contract i , bet operty desc All terms us	for Purchase ween cribed above ed as define	and Sale of	, as "So operty"). The selow shall h	eller," and the his Addendum have the same

Seller desires to sell the Property only to a Buyer only if Buyer will occupy the Property as Buyer's principal residence for at least five (5) years. Buyer acknowledges that imposition of the minimum occupancy period contained in this Addendum, and Seller's limitation of selling only to owner-occupants is a material consideration, and that Seller is forfeiting potential additional profits by selling to Buyer and other owner-occupants. Therefore, to induce Seller to agree to sell the Property to Buyer, Buyer represents and agrees as follows:

- 1. Use as Principal Residence for five years. Buyer represents and warrants to Seller: (a) that Buyer is purchasing the Property for use as Buyer's principal residence; and, (b) that Buyer will occupy the Property as Buyer's principal residence upon the Close of Escrow; and, (c) that Buyer shall not attempt to transfer Buyer's rights under the Contract nor enter into any agreement for the lease, sale or other transfer of the Property which would result in Buyer's failure to occupy the Property as Buyer's principal residence and hold title thereto in fee simple for a period of five (5) years from the Close of Escrow of Buyer's purchase of the Property (the "Occupancy Period"). The provisions this Paragraph and the accuracy of the above representations and warranties constitute a covenant of Buyer and a condition precedent to Seller's performance under the Contract. In the case of Property with a Principal Residence and an Accessory Dwelling Unit, the Buyer shall occupy either the Principal Residence or the Accessory Dwelling Unit. Failure of Buyer to occupy the Principal Residence shall not constitute a breach of this Addendum.
- 2. Transfer Prior to Close of Escrow. Any attempt by Buyer to assign Buyer's rights under the Contract and/or to lease, sell or otherwise transfer the Property prior to the Close of Escrow for the sale of the Property without Seller's prior written consent shall constitute both of the following:
 (1) Buyer's default under the Contract, entitling Seller, at its sole election, to terminate the Con-

tract and retain Buyer's deposit pursuant to Paragraph the Contract; and, (ii) the failure of a condition precedent to Seller's obligation to sell the Property to Buyer. Seller's remedies may occur prior to or after the Close of Escrow for the sale of the Property to Buyer. If the Buyer breaches the provisions of this Addendum and the Escrow for the sale of the Property to Buyer has closed, Seller shall be entitled to damages as set forth in Paragraph 4 of this Addendum.

- 3. Seller's Right to Terminate CONTRACT. Buyer understands and agrees that Seller has the unilateral right, in its sole discretion, to terminate the Contract and cancel the Escrow in accordance with Paragraph 2 above, if Buyer takes or has taken any of the following actions: (a) assigns the Contract to another person prior to the Close of Escrow; or, (b) advertises, lists or otherwise offers the Property for sale or rent to others at a time or manner which would result in the failure or inability of the Buyer to reside in the Property for the full Occupancy Period; or,, (c) enters an agreement to sell or rent the Property which would cause Buyer to move from the Property prior to the expiration of the Occupancy Period; or, (d) takes any other action which indicates to Seller that Buyer does not have a bona fide intention of residing in the Property as Buyer's principal residence for the full Occupancy Period.
- Transfer Subsequent to Close of Escrow. Except for "hardship" situations as described in Exhibit "A" to this Addendum, attached hereto, any sale, lease or other transfer by Buyer under which Buyer either fails to occupy the Property for the Occupancy Period or transfers fee simple title to the Property prior to the expiration of the Occupancy Period shall constitute Buyer's default under the Contract. Any such default shall entitle Seller to any of the following remedies: (a) in the case of a sale or other transfer of fee title to the Property, Seller shall be entitled to the amount of the appreciation of the Property which has occurred after the Close of Escrow; or, (b) in the case of a lease or other occupancy agreement, the greater of (i) the actual rent and/or other economic consideration or (ii) the fair market rental value of the Property (collectively, "Rent") payable to or for the benefit of Buyer during the Occupancy Period in connection with such lease or other occupancy agreement. For purposes of this Addendum, "appreciation" shall be mean the difference between (i) the fair market value of the Property at the time of Buyer's sale thereof, less Buyer's customary costs of resale such as broker's commission, escrow fees and title costs, and (ii) the Total Purchase Price of the Property plus Buyer's actual cost paid for any improvements made by Buyer to the Property, as evidenced by paid unrelated third-party invoices. Buyer shall pay appreciation to Seller concurrently with the sale or other transfer of fee title to the Property by Buyer. Buyer shall pay Rent to Seller within the first five (5) days of each calendar month during the Occupancy Period.
- 5. No Unreasonable Restraint. Buyer acknowledges that the purpose of this Addendum is to comply with Seller's intention to sell homes only to persons who will occupy them as a principal residence, to obtain a stabilized community of owner-occupied homes, to prevent a shortage of available homes to the local workforce, and to prevent a shortage of homes to permanent residents of San Luis Obispo. Buyer agrees that the provisions and restrictions set forth in this Addendum do not constitute an unreasonable restraint upon alienation of the Property.
- Survival: severability grant. All of the covenants contained herein shall survive the delivery and recordation of the deed conveying the Property from Seller to Buyer and the Close of Escrow. The

provisions of this Addendum shall be independent and severable, and a determination of invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision of this Addendum or the Contract.

- 7. Subordination. Buyer hereby acknowledges and agrees that a violation of this Addendum by Buyer shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value by Buyer, and that the covenants and provisions of this Addendum shall be inferior and subordinate to the lien of any such first mortgage or deed of trust recorded concurrently with the deed conveying the Property to Buyer.
- 8. Entire Agreement. This Addendum and Exhibit "A" hereto contain the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and agreements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Contract shall be effective unless set forth in writing and signed by Buyer and an authorized officer of Seller.
- 9. Attorney's Fees. In the event of controversy, claim or dispute relating to breach of the terms of this Addendum, the prevailing party shall be entitled to recover from the losing party reasonable expenses, including attorneys' fees and costs.
- 10. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Addendum.
- 11. Capitalized Terms. Various capitalized terms used in this Addendum are defined in the Agreements and shall have the same meaning as set forth herein, unless otherwise indicated herein.

Buyer acknowledges that Buyer has read the provisions of this Addendum and that Buyer understands the provisions and finds them to be reasonable.

IN WITNESS WHEREOF, the parties have executed this Addendum and make if effective as of the date of Seller's acceptance indicated below.

"SELLER"	"BUYER"
Ву:	(Signature)
Its:	(Signature)
Seller's Acceptance Date:, 20	(Signature)
Date 20	Buyer's Acceptance

Date:	, 20	
	_	-

EXHIBIT "A" TO ADDENDUM "__"

The following events shall be deemed to constitute "hardship" situations under which Buyer may transfer, sell, assign, convey or lease (each of which is "a Transfer") its right, title and interest in the Property prior to either (a) Close of Escrow, or (b) occupying and holding title to the property for a period of five y (5) years from Close of Escrow:

A Transfer resulting from the death of Buyer;

Transfer by Buyer where the spouse of Buyer becomes the only co-owner of the Property with Buyer;

A Transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree;

A Transfer by Buyer into a revocable inter vivos trust in which Buyer is a beneficiary;

A Transfer, conveyance, pledge, assignment or other hypothecation of the Property to secure the performance of an obligation, which transfer, conveyance, pledge, assignment or hypothecation will be released or re-conveyed upon the completion of such performance;

A Transfer by Buyer where necessary to accommodate a mandatory job transfer required by Buyer's employer (not including Buyer, if Buyer is self-employed);

A Transfer necessitated by a medical or financial emergency, proof of which emergency has been delivered to Seller, and has been approved by Seller in its reasonable discretion;

A Transfer which, in the reasonable judgment of Seller, constitutes a "hardship" situation consistent with the intentions of this Addendum and this Exhibit "A" thereto.

Exhibit 1



Exhibit H

Water Improvements

AVILA RANCH DEVELOPMENT PLAN Water Supply Plan

Exhibit I

Water Well Site Plan



Exhibit J

Bicycle and Multimodal Improvements

Exhibit J Bicycle and Multimodal Improvements

Development Plan Features

Pedestrian and Bicycles:

- Class I Bike Paths. Construct Class I multi-use paths in accordance with the project site plan and connect them to the off-site transportation network consistent with the City's Bicycle Transportation Plan. The Buckley Extension Class I bike lane will be provided ahead of the street improvements, such to availability of right of way.
- 2. Class II Bike Lanes. Construct 8-foot Class II "buffered" bike lanes on all Residential Collectors and Commercial Collectors in the Project (Earthwood, Venture, Jesperson and Horizon), and on offsite roads including Vachell and Buckley along the project frontages. The Buckley Extension shall include a 8' buffered bike lane in addition to the Class I. Offsite Earthwood to Suburban shall be minimum 6' bike lane width if parking is removed subject to approval of the Director of Public Works. Buffered bike lane shall use appropriate separation devices, subject to approval of the Director of Public Works, that will assist in providing positive separation between vehicles and bicyclists.
- 3. <u>Bike Bridges.</u> Construct three bike bridges across Tank Farm Creek, one for eastbound traffic on the south side of Buckley to provide east-west connectivity on Buckley Road, and the other along the north side of Buckley on the southern side of Phase 1. An additional bike bridge across Tank Farm Creek will be constructed between Phase 2 area and Phase 5 area as part of phase 5 development or when the offsite Chevron Class I facility is constructed, whichever occurs sooner.
- 4. Tank Farm Creek Bike Path Connectivity. The Chevron portion of the Tank Farm Creek Class I bike path will be constructed by the project to improve connectivity subject to the following: 1) city provides the right of way; 2) connection is made in conjunction with Phase 4 (onsite Tank Farm Creek bike path will be completed in Phase 3; 3) any right of way expense should be paid for by the City and any bike and ped improvement should be included within the reimbursement agreement; and, 4) City will ensure that the cost of the improvements will be completely reimbursed by the end of the buildout.
- 5. Octagon Barn/Buckley Road Connectivity. The Land Conservancy and SLO Bike Club have noted that the portion of the Bob Jones Trail between the Octagon Barn and the Buckley Extension is a missing link. The County currently has a ROW reservation (but not an irrevocable offer) for this area. The project will construct this subject to ROW being provided. ROW should/could be acquired at the time Buckley Extension ROW is secured from the same property owner.)
- Bikes and E-Bikes. E-bikes have been identified as a potential asset to increasing the range and frequency of bike usage, including work trips and weekly shopping trips. The project will provide a \$750 voucher to each R-1, R-2 and R-3 Duplex household. Each separate R-3 Townhome and R-

4 development shall provide a pool of bikes and e-bikes, at an initial rate of one bike per seven units (28 e-bikes for the R-3, and 18 e-bikes for the R-4), with at least half of the pool being e-bikes. The R-4 and R-3 owners/HOAs would be responsible for operation of this pool and it shall be maintained in perpetuity.

- Pedestrian Improvements. Pedestrian improvements will be provided along Suburban, Vachell
 and Higuera to eliminate the missing links of sidewalks and/or elimination of non-ADA compliant
 crossings. Appendix F shows the scope of these improvements.
- 8. Enhanced Pedestrian and Bicycle Connectivity. These changes include narrower vehicle lanes and wider bike lanes on internal streets. Vehicle lanes have been narrowed to 10 feet while bicycle lanes have been widened to a full 8-foot buffered bike lane standard. These buffered bike lanes occur on all internal major streets, including Earthwood, Venture, Jesperson and Horizon. Special at-grade "speed table" pedestrian street crossings per Sheets A15 and A16 have also been included to provide for the traffic calming and a continuous walking experience. Finally, pedestrian through connections have been specified along and between residential blocks. This results in a pedestrian intersection density of over 500 intersections per square mile, well in excess of the standard established by LEED and the Smart Growth Coalition.

Car Sharing:

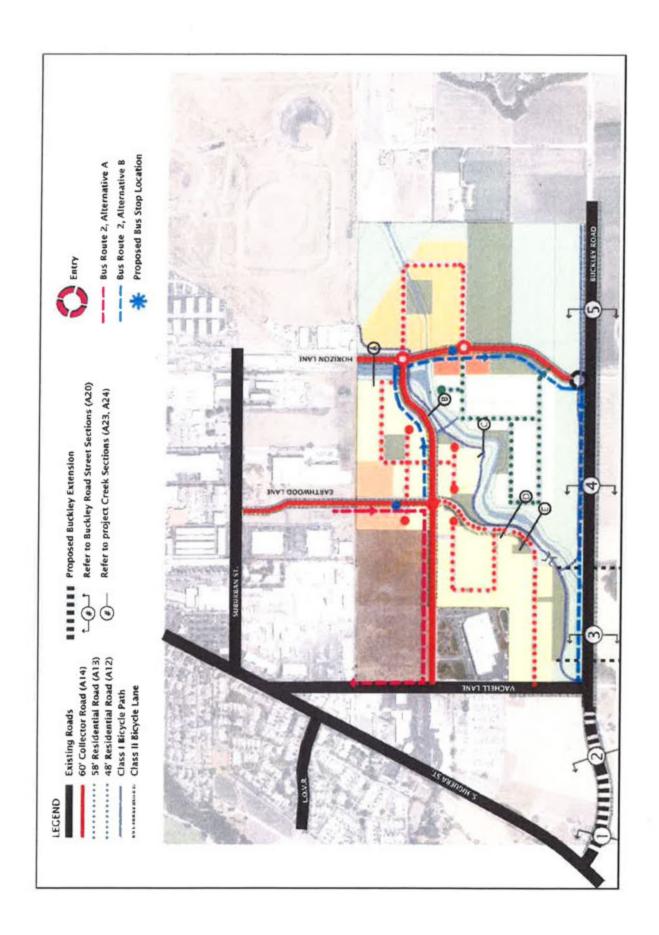
 Shared Mobility strategies will be included to reduce the necessity for additional vehicles for each family. Car sharing would be provided in the development at an initial rate of one car per 50 residences, with at least 50 percent of that fleet in the form of electric vehicles. Vehicles would be stored onsite in guest parking spaces, near public parks and on where approved by the City on public streets.

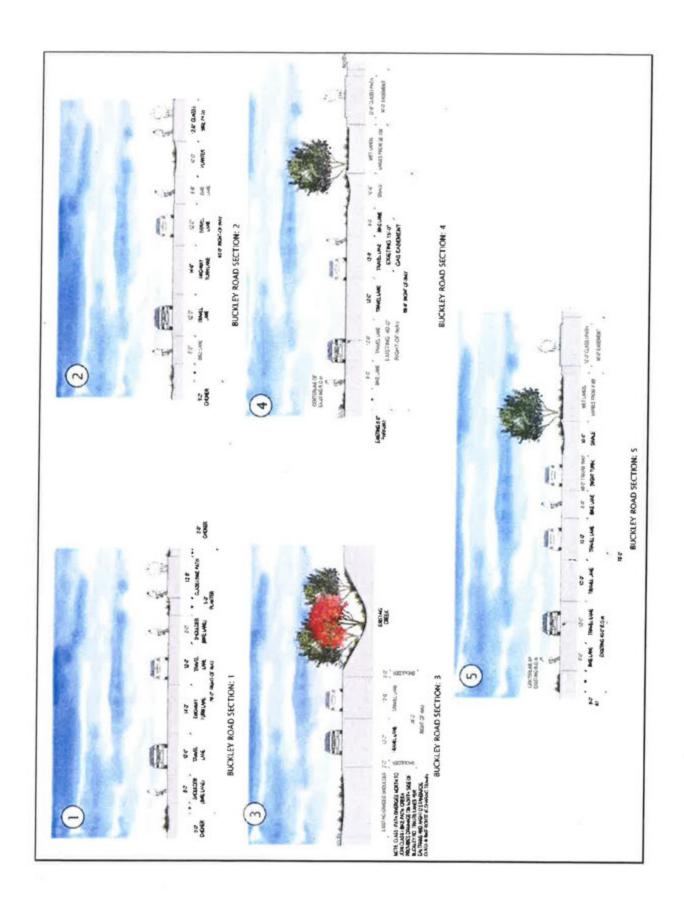
Transit:

- Provision of transit stops on the project site. Phase 1 will include a transit stop on Earthwood north of Venture, and Phase 4 will include a transit stop at the Town Center.
- The project site will also be served by bus service from the San Luis Coastal Unified School District.Transit stops will be provided throughout the project in accordance with their requirements.
- The project shall ensure adequate transit services are provided to the project by the 50th unit of Phase I development.

Mitigation Measures & Conditions of Approval:

 All Mitigation Measures and Conditions of approval as identified in final Council resolution for the project shall be implemented.





Page intentionally left blank.



THE Newspaper of the Central Coast TRIBUNE

SLO CITY CLERK

3825 South Higuera • Post Office Box 112 • San Luis Obispo, California 93406-0112 • (805) 781-7800

In The Superior Court of The State of California In and for the County of San Luis Obispo

AD #3297337 CITY OF SAN LUIS OBISPO OFFICE OF THE CITY CLERK

STATE OF CALIFORNIA

SS.

County of San Luis Obispo

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen and not interested in the above entitled matter; I am now, and at all times embraced in the publication herein mentioned was, the principal clerk of the printers and publishers of THE TRIBUNE, a newspaper of general Circulation, printed and published daily at the City of San Luis Obispo in the above named county and state; that notice at which the annexed clippings is a true copy, was published in the above-named newspaper and not in any supplement thereof - on the following dates to wit; SEPTEMBER 23, 2017 that said newspaper was duly and regularly ascertained and established a newspaper of general circulation by Decree entered in the Superior Court of San Luis Obispo County, State of California, on June 9, 1952, Case #19139 under the Government Code of the State of California.

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

(Signature of Principal Clerk) DATE: SEPTEMBER 23, 2017

rane E burano

AD COST: \$180.96



AN ORDINANCE OF THE CITY COUN-CIL OF THE CITY OF SAN LUIS OBI-SPO, CALIFORNIA, APPROVING THE DEVELOPMENT AGREEMENT BE-TWEEN THE CITY OF SAN LUIS OBI-SPO, A CHARTER CITY, AND AVILA RANCH LLC

NOTICE IS HEREBY GIVEN that the City Council of the City of San Luis Obispo, California, at its Regular Meeting of September 19, 2017, introduced the above illied ordinance upon a motion by Council Member Christianson, and on the following roll call vote:

AYES: Council Member Carlyn Christianson, Aaron Gomez, Andy Pease, Vice Mayor Dan Rivolre, and Mayor Heldi Harmon

NOES: None

Ordinance No. 1639 (2017 Series) — This is a City Ordinance that adopts the negotiated agreement between the applicant and the City on important areas related to the phased and orderly development of the Avila Ranch project. The agreement includes extended vesting of development entitlements and relimbursoment for public infrastructure and improvements beyond project requirements, which will enable the development of 720 residential units and 15,000 square feet of neighborhood commercial on a 150-acre site north of Buckley Road, including 18 acres of parks and 53 acres of designated open space within the project boundaries.

A full and complete copy of the aforementioned Ordinance is available for inspection and copy in the City Clerk's Office, located at 990 Palm Street, Sen Luis Obiapo, Celffornia, or you may call (805) 781-7100 for more information.

NOTICE IS HEREBY FURTHER GIVEN that the City Council of the City of San Luis Obispo will consider adopting the aforementioned Ordinance at its Regular Meeting of October 3, 2017, at 6:00 p.m., which will be held in the Council Chamber, located at 990 Palm Street, Sen Luis Obispo, California.

Carrie Gallagher City Clerk September 23, 2017

3297337





AVILA RANCH ENERGY GUIDELINES

The Avila Ranch Energy Guidelines are designed to promote sustainability, affordability, and a healthy home environment for our clients. The Development plan, as approved, has some inconsistencies with current codes updates; for instance, the 2019 code update did not adopt a ZERO NET ENERGY threshold. The CEC (California Energy Council) did not deem ZERO NET ENERGY to be a cost effective solution for homebuyers. The Majority of updates to section 13 is focused on solar and the language around "ZERO NET". We feel these homes will be designed with the RIGHT SIZE solar design, which is an avg of 19-30% above the current t-24 requirements. Current t-24 min requirements have about 50-53% usage offset, with our increase in size we will be offsetting around 70-80% of electrical usage. Other minor changes included tweaks to the language around the REACH CODE and minor crhanges to Advanced framing methods. Some of the methods provided in the original DP were neither cost affective or structurally sound.

1. BUILDING DESIGNS

SOLAR

- Maximized the solar size for each plan type while being able to stay compliant with T-24 and competing with all requirements and lot constraints.
- See below for breakdown of each plan we are able to increase the size of the photovoltaic design by 19% to 30% above the current 2019 title 24 code requirements. We believe this is the *RIGHT SIZE SYSTEM* for these homes.

Avila Ranch - ALL Electric					
Plan	Stories	Sq. Ft	PROPOSED Right Sized Solar System Size	2019 Code Title 24 Code Minimum Size	% above code minimum size compliance
Plan 1 - cluster	2	1848	2.80 kW	2.28	21%
Plan 2 - cluster	2	1898	2.80 kW	2.28	21%
Plan 3- cluster	2	2069	3.15 kW	2.61	20%
Plan 4 - cluster	2	2273	3.15 kW	2.64	19%

Plan 1 - cottage	2	1167	2.45 kW	1.86	30%
Plan 2 - cottage	2	1611	2.80 kW	2.23	24%
Plan 3 - cottage	2	1723	2.80 kW	2.25	24%
Plan 4 - cottage	2	1554	2.80 kW	2.22	24%

- ALL ELECTRIC meeting city requirements for clean energy choice program by going all electric.
- LEED ND Compliance with the U.S. Green Building Councils Leadership in Energy and Environmental Design for Neighborhood Development (LEED- ND) focuses on the following areas
 - Smart Location and Linkage
 - o Neighborhood Pattern and Design
 - o Green Infrastructure and Buildings
 - o Innovation and Design Process
 - o Regional Priority Credits
- **GREEN POINT RATED** GreenPoint Rated is a credible and accessible pathway to ensure you have the elements of a sustainable, efficient, and healthier home while focusing on these 5 key areas
 - Energy Efficiency
 - Indoor Air Quality
 - Water Conservation
 - Resource Conservation
 - o Community

ADVANCED FRAMING SYSTEMS

- QII Quality Insulation Inspections
 - QII ensures that insulation is installed properly in floors, walls, and roofs/ceilings to maximize the thermal benefit of insulation.
- ENERGY STAR RATED APPLIANCES
- HVAC
 - o Dual Zones
 - Heat Pump Efficiency Rating 10.5
 - SEER 26% better than min T-24 reqs
 - o EER 12% better than min T-24 regs
 - Bypass Ducts
 - Standard A/C

WATER HEATER

- o Northwest Energy Efficiency Alliance (NEEA) rated heat pump water heater
- 3.85 UEF
- o Up to 400% more efficient than a standard electric water heater
- Energy Saving Scheduling
 - Programable water heater to match demand throughout the day.

- Link https://s3.amazonaws.com/WebPartners/ProductDocuments/71FFBB6F-7E6F-48F3-9B6D-9CB9FEBE6FA3.pdf
- EPA WATER-SENSE FIXTURES
- BICYCLE STORAGE AREA IN GARAGES
 - o Plus each single family home to receive a voucher for \$750 toward an e-bike
 - o Multi-family to include a bicycle rideshare component.
- DEDICATED CIRCUIT FOR EV CHARGER PRE-WIRE
- NEGOTIATING WITH ZIPCAR FOR RIDESHARE SERVICES

Avila Ranch Development Plan

The Avila Ranch Development Plan was approved by the City Council on September 19, 2017. This update of the Development Plan incorporates direction provided by the City Council in 2017, plus additional input from various City advisory bodies that provided input to the process prior to the document being considered by the City Council. This version of the Plan includes minor refinements to certain development standards to clarify and be consistent with current plans and documentation developed to date. Land use patterns and most development standards are fundamentally the same as those considered and approved by the City Council in 2017. The Development Plan also incorporates the various mitigation measures included in the certified Final Environmental Impact Report (EIR) for the project. The Plan represented herein is based on the "Mitigated Project Alternative" in the Draft and Final EIR.

The overall land use plan and site design provide residential land uses with varying densities, accommodating up to 720 residential units. R-1 low density single-family residential neighborhoods would be located south of Tank Farm Creek, and that land use would now include about a third of the units with alley loaded uses, with shared open spaces. Figure 6 shows the approved land plan, and the detailed site plans and special development details are provided in Appendix A hereof.

Land uses northwest of the creek would consist of a predominantly R-2 medium density single-family neighborhood, with R-4 high density residential uses allowed along both sides of the Earthwood Lane at the site's northwest corner. In the R-2 area, there would be common drives, common open space, and "pocket cottage" setting would be introduced for up to 76 units. The Pocket Cottage units would have relatively smaller lot sizes and floor plans to address affordability.

The planned R-3 medium-high density residential uses would be located in the northeast area of the site, and would include a centralized park, as well as a "duplex" configuration that would offer larger unit sizes in the R-3 area to provide for a wider range of unit sizes (and a wider representation of income groups, presumably) in that area.

The Town Center would be located in the eastern portion of the site, south and east of the creek along the west side of the Jespersen Road Extension, and would include 15,000± square feet (sf) of commercial buildings. Additionally, the Development Plan would allow a broad mix of uses in the Town Center to potentially reduce the number of offsite trips that may be generated. General (nonmedical) professional, business, and services offices would be allowed. Uses expected for the Town Center would be neighborhood serving uses only including general (non-medical) accessory, professional, business and service offices, general retail, restaurants, limited indoor commercial recreation such as fitness/gym facilities, religious facilities, specialized and technical schools, private schools and tutoring services, laundromats, and community meeting rooms. The Town Center would provide parking for the Neighborhood Park, and for the Tank Farm Creek Bike Path (as a trailhead). It would also provide parking for special events in the adjoining parks and park structures such a weekly farmers markets, neighborhood movies and other neighborhood gatherings.

The size and configuration of open space areas would result in a contiguous open space, with open space concentrated in and adjacent to the 300-foot wide buffer along Buckley Road, along the

creek, and in the northeast and southeast corners of the site. Park distribution and layout would create opportunities for approximately 18 acres in a total of ten parks. Resulting park area at buildout would be approximately 10.9 acres per thousand population.

A final parks plan has also been developed and has been reviewed and approved by the City Parks and Recreation Commission. Each phase of the project includes a public park. Special park and community facilities will include several dog parks, community gardens, basketball courts, natural interpretive areas, soccer field, baseball fields, pickleball courts, "tot lot" play areas, tennis courts and other facilities.

Primary internal circulation is responsive to the approved land use plan and the circulation improvements addressed in the EIR, including the extension of Horizon Road to Suburban as part of Phase 4 (pedestrian and vehicle improvements).

Many "green" design features are included to address changes in the State and local building codes. The following features are included in the Plan:

- Building energy efficiency standards that will enable the project to comply with the
 requirements of Section 7.07 of the Development Agreement. The Plan includes guidelines
 to achieve structures that use high performance structural methodologies, solar PV systems,
 water conservation techniques, high-efficiency lighting, and compliance with the EV parking
 requirements.
- 2. Shared Mobility strategies would be included to reduce the necessity for additional vehicles for each family. Car sharing would be provided in the development at an initial rate of one car per 50 residences, with at least 50 percent of that fleet in the form of electric vehicles. Vehicles would be stored onsite on public streets, near public parks and on public streets, as permitted. There would also be a bike sharing program, or provision of bicycles for each household or tenant.
- 3. Transit usage would be encouraged by extension of Route 2 to the project site as provided in the plan, plus information and/or incentive packages for transit ridership.
- 4. Special design requirements may include the use of Building Performance Institute ("BPI") certified trades, Advanced Framing/Engineering (wider stud placement for decrease in transmission loss and reduction in required framing lumber), Quality Insulation Installation (QII) to minimize envelope and duct seal energy losses, compact plumbing to minimize plumbing runs and distance between hot water taps and water heaters, and usage of EPA WaterSense fixtures to reduce indoor water usage.

Many project features are the result of recent physical or regulatory conditions, or changes in the setting for the project. Some of these include:

 A finding and determination that re-routing Tank Farm Creek to connect to the Chevron open space had significant environmental impacts and uncertain timing. The previous version of the plan relied upon expected drainage improvements by Chevron, and the timing of those improvements is now uncertain. Connecting to the Chevron open space also resulted in the loss of federal and state wetlands. The revision avoids those impacts while maintaining adequate flood control.

- 2. Setbacks have been increased along Tank Farm Creek so that they are a minimum of 35 feet along at least 90 percent of the corridor, and no less than 20 feet, the minimum allowed by the City Zoning Ordinance and Conservation and Open Space Element.
- 3. The project was modified to provide for more contiguous open space, a longer and wider Reservation Area along the Buckley frontage, and an expanded Safety Zone S-1B area to accommodate extension of Runway 7-25, and the elimination of all residential uses from the expanded S-1B Safety Zone. The project received its final Conformity Finding from the San Luis Obispo Airport Land Use Commission on December 21, 2016.
- 4. More specific designs were prepared for the parks and recreation areas of the project and the number and size of the parks was increased. The project has received approval for the design of the public parks and open space in Phases 1-3 and has received conceptual approval for the public parks and open spaces in development phases 4-6. The location and sizes of the parks have been adjusted in accordance with those approvals. The plan now reflects the park facilities approved by the Parks and Recreation Commission.
- 5. Enhanced pedestrian and bicycle connectivity. These changes include narrower vehicle lanes and wider bike lanes on internal streets. Vehicle lanes have been narrowed to 10 feet while bicycle lanes have been widened to a full 8-foot buffered bike lane standard. These buffered bike lanes occur on all internal major streets, including Earthwood, Venture, Jespersen and Horizon. Special at-grade "speed table" pedestrian street crossings have also been included. These provide for traffic calming and a continuous walking experience. Finally, pedestrian through-connections have been specified along and between residential blocks. This results in a pedestrian intersection density of over 500 intersections per square mile, well in excess of the standard established by LEED and the Smart Growth Coalition.

The net result of these project features, which evolved through the CEQA and planning review process, includes the following:

- 1. Increase in open space area.
- 2. Reduction in wetland impacts by 0.7 acres.
- 3. Improvement of storm water management and effectiveness of LID measures.
- 4. Increase in building energy efficiency.
- 5. Reduction in projected vehicle miles.
- 6. Reduction in projected water usage consistent with SB 606 (Hertzberg) and AB 1668 (Friedman).

- 7. Increase in the number of units that are affordable to workforce income groups (160 percent of local median family income and below).
- 8. Finding of conformity with the County Airport Land Use Plan by the ALUC.
- 9. Increase in the amount of park space from 16 acres to 18 acres onsite, to 10.9 acres per thousand, ten percent about the standard for Expansion Area specific plans, and four times the current citywide average.
- 10. Approval of the parks plan by the City Parks and Recreation Commission.
- 11. A reduction in air quality impacts. Building related Greenhouse Gas Emissions will be reduced by 50 to 75 percent, and ROG/NOx gas reduction are estimated to be reduced by 35 percent to 50 percent.

Table 1 on the following page summarizes key project statistics as approved by the City Council in September 2017.

Several features are included in the project as a result of the environmental review process and the public participation process. The conformance of the project with the mitigation measures in the Environmental Impact Report is reported in two ways: 1) Appendix I contains a tabular list of the EIR mitigations and an indication of where those mitigations have been included in the Development Plan; and 2) the mitigation measures are included in the text with the mitigation measure in parentheses at the appropriate location (e.g., (MM Trans-2)).

Table 1

Avila Ranch Development Plan Statistics

Item/Issue	Project Feature				
Tank Farm Creek					
North-South Creek Segment	Not realigned but widened to accommodate flood flows				
East-West Channel	Channel retained				
Creek/Riparian Buffer Setback	35-feet, with 20-foot minimum along no more than 700 linear feet				
Tank Farm Creek Class I Bicycle Path	Minimum of 35-foot setback from top of creek bank/ riparian canopy with 20-foot minimum along no more than 700 lineal feet				
Retaining/flood walls at toe of slope along creek corridor	At setback along east side of the creek				
Residential Uses					
Residential: Acreage	55.3 acres				
Residential: Units	720 units *				
Mix of Units	101 R-1 units 297 R-2 units 197 R-3 units 125 R-4 units				
ALUP Safety Areas					
Units within ALUP Safety Areas	No residential units within S-1B and S-1C Safety Areas **				
Neighborhood Commercial Uses					
Acreage	1.86 acres				
Maximum Square Footage	15,000 sf				
Potential Uses	Local uses				
Open Space & Parks					
Open Space: Acreage	51.96 acres				
Parks: Acreage	19.08 acres				
Parks: Number	1 Neighborhood Park 1 Pocket Park 8 mini-parks				

^{*} Exclusive of four (4) additional affordable units in the commercial areas.

^{**} Safety zone designations were modified in the ALUP update of May 2021; intent remains similar.

Development Plan Format and Content

The Avila Ranch Development Plan contains an environmental setting section, a brief project description, background information, Land Use, Design, Circulation and Infrastructure regulations and strategies. The 2014 Land Use and Circulation Element Update (LUCE) prescribes the format and content of regulatory elements of Specific Plans for Special Focus Areas in LUCE Policies 8.1.1 and 8.1.2, as well as the development objectives for the site in LU Policy 8.1.6. The Avila Ranch Development Plan provides the program for development of the site in conformance with the General Plan's objectives, policies and standards. The actual enabling framework for implementation of this development program is contained in the Airport Area Specific Plan Amendment policy document associated with the Avila Ranch project.

The Avila Ranch Development Plan has been patterned after the Land Use Element's requirements for a Specific Plan, which typically contains a Land Use Framework that includes the planned land use pattern, actual development densities in each subarea on the project site and development phasing. Also incorporated into the Land Use Framework is a classification system that clearly identifies uses allowed in each subarea, and "performance standards" for each site and subarea. Another key element of the Land Use Framework are general site planning and development standards that specify the requirements for all development and land uses regardless of the applicable land-use designation, including sensitive resources, site access requirements, energy efficiency, fences, walls, hedges, buffers, and other screening, noise regulations, outdoor lighting standards, related performance standards (e.g., air quality, glare, vibration, etc.) and undergrounding of utilities. The Land Use Framework also includes the planned housing mix within the area that is in keeping with the General Plan Land Use and Circulation Element's (LUCE's) focus on housing for this site.

The Avila Ranch Development Plan also includes a **Design Framework** that provides detailed design guidelines to be used as the Development Plan is implemented. The purpose of these guidelines is to establish the expected level of design quality within the area while still maintaining project flexibility and innovation. The objective of this framework is not to dictate a specific design but to establish design expectations that can be implemented as various project components are planned for implementation. The Design Framework is intended to provide guidance on the integration of the site-specific features such as building architecture, with area-wide elements such as streetscape, recreation and open spaces, resources and architecture into the overall project design. The Design Framework also has standards that define the overall character of the streetscape. The design standards and guidelines contained herein are specific to Avila Ranch and work in conjunction with other City adopted goals, policies, standards, and guidelines. As individual projects are brought forward for implementation, they will be reviewed by the City staff, Architectural Review Commission (ARC), and Planning Commission (PC), in accordance with City regulations.

The **Circulation Framework** of the Development Plan includes the planned circulation system elements, design standards, and circulation system phasing. This Framework also addresses parking and loading standards, if different than standard City requirements, transit needs, and non-vehicular modes of circulation such as pedestrians and bicycles.

Finally, the Development Plan includes an **Infrastructure/Public Facilities Framework** that covers those requirements (water, sewer, storm drainage, electricity, natural gas, and communications) as well as parkland, schools and other public facilities. For infrastructure, the framework addresses the planned trunk infrastructure system improvements and system phasing necessary to support implementation of the land-use plan and financing mechanisms to implement planned facilities.

The General Plan sets out special planning and development objectives for the Avila Ranch site to be addressed in the Avila Ranch subarea of the AASP. This Development Plan includes features responsive to these requirements. Various General Plan objectives are intended to ensure that the site is developed primarily as a residential neighborhood with supporting commercial, and recreation facilities, and provisions for onsite and offsite open space/resource protection. Land Use Element Policy 8.1.6 indicates the Development Plan for this area should consider and address the following land use and design issues:

- a. Provision of a variety of housing types and affordability levels.
- b. Modification of the Airport Area Specific Plan to either exclude this area or designate it as a special planning area within the Airport Area Specific Plan.
- c. Provision of buffers along Buckley Road and along the eastern edge of the property from adjacent agricultural uses.
- d. Provision of open space buffers along northern and western boundaries to separate this development from adjacent service and manufacturing uses.
- e. Provision of open space buffers and protections for Tank Farm Creek to enhance the wildlife corridor that runs through the property.
- f. Conformance to safety and noise parameters described in this General Plan and the purposes of the State Aeronautics Act, or other applicable regulations such as the San Luis Obispo County Airport Land Use Plan.
- g. Participation in enhancement to Buckley Road and enhancement of the connection of Buckley Road to South Higuera Street.
- h. Appropriate internal and external pedestrian, bicycle, and transit connections to the City's circulation network.
- i. Implementation of the City's Bicycle Transportation Plan including connections to the Bob Jones Trail.

- j. Provision of water and wastewater infrastructure needs as detailed in the City's Water and Wastewater Master Plans. This may include funding and/or construction of a wastewater lift station.
- k. Fire protection and impacts to emergency response times.
- I. Architectural design that relates to the pastoral character of the area and preserves view of agrarian landscapes.
- m. Provision of a neighborhood park.

There are several supporting documents associated with the Avila Ranch Development Plan including the following:

- 1. <u>Airport Area Specific Plan Amendment (AASP)</u>. This document includes the necessary policy, text and graphics modifications to the AASP to accommodate the implementation of the Avila Ranch Development Plan. This document includes goals, policies, objectives, standards, and guidelines for conservation and open space, design, circulation, infrastructure, and financing associated with implementation of the Avila Ranch project, as well as development policies associated with the continuing development of the overall 1,500-acre Airport Specific Plan Area. The AASP has been amended to provide for the development program contained in the Avila Ranch Development Plan.
- 2. <u>General Plan Conformity Analysis.</u> This document evaluates the conformity of the Avila Ranch Development Plan with the various applicable polices and regulations in the adopted elements of the San Luis Obispo General Plan. The Conformity Analysis contains a detailed response to each applicable General Plan Policy, and demonstrates how the project can be found to be in substantial compliance with those policies.
- 3. <u>Storm Water Control Plan.</u> This document is included in the submittal for the Avila Ranch Vesting Tentative Map and demonstrates compliance of the Development Plan with the Regional Water Quality Control Board's ("Water Board") Low Impact Development (LID) regulations.
- 4. <u>Drainage Report.</u> A drainage report was submitted with the Vesting Tentative Map that analyzed the hydrology for the project site, including pre-development runoff and flooding, post-development runoff and flooding, and compliance with various City, State and Federal drainage regulations.
- 5. <u>Water Supply Assessment.</u> An SB610 Water Supply Assessment was prepared for the project to demonstrate the adequacy of water supplies for the project.
- 6. <u>Airport Land Use Plan Conformity Analysis</u>. This analysis included a quantitative analysis of conformance with the density limitations in the Airport Land Use Plan, and a policy conformity analysis. This document was reviewed by the Airport Land Use Commission in May 2015, and again in September 2016 after project modifications were made to develop

- the Mitigated Project. The project was finally reviewed on December 21, 2016 when it was found to be consistent with the ALUP by the ALUC.
- 7. <u>Environmental Technical Studies.</u> Various environmental technical studies (in addition to those above) have been prepared that have informed the creation of the Development Plan. These documents include:
 - a. Traffic Impact Analysis and Report
 - b. Biological Reconnaissance Study
 - c. Wetlands Study and Delineation
 - d. Cultural Resources Evaluation and Inventory
 - e. Noise Impact Evaluation
 - f. Phase 1 and Phase 2 Environmental Site Assessments
 - g. Soils Report and Infiltration Report

Project Overview

Introduction and Project Features

The Avila Ranch site is composed of approximately 150 contiguous acres at the northeast corner of Buckley Road and Vachell Lane, and is comprised of three separate parcels: APN: 053-259-006, APN: 053-259-04 and APN: 053-259-005 (See Figures 1 through 3). The site slopes from the northeast to southwest, although there are localized undulations. It is diagonally bisected by a drainage that is colloquially referred to as "Tank Farm Creek" which conveys on- and offsite storm drainage indirectly to San Luis Creek and comprises approximately 14 acres of the 150-acre site.



Figure 1 Project Location

The site was annexed to the City in 2008 after the adoption of the original Airport Area Specific Plan (AASP). At that time, it was given a holding land use designation of Business Park, the same designation the County of San Luis Obispo applied to it in 2000, prior to its annexation to the City. The Business Park land use designation is in significant supply in the city and surrounding areas. The City's Sphere of Influence is adjacent with the southern boundary of the site, which also includes properties to the east and west of the project. See Figure 3.

As approved in September 2017, Avila Ranch would include approximately 720 dwelling units with a diverse range of housing needs, a centrally located "Town Center" with 15,000 square feet of local-serving retail and office uses, 16 acres of pocket parks, mini-parks and neighborhood parks, and 53 acres of riparian open and farmed agricultural land. There will be riparian recreation, open space, community gardens and bike connections to the Chevron and Octagon Barn bike facilities, among other amenities.

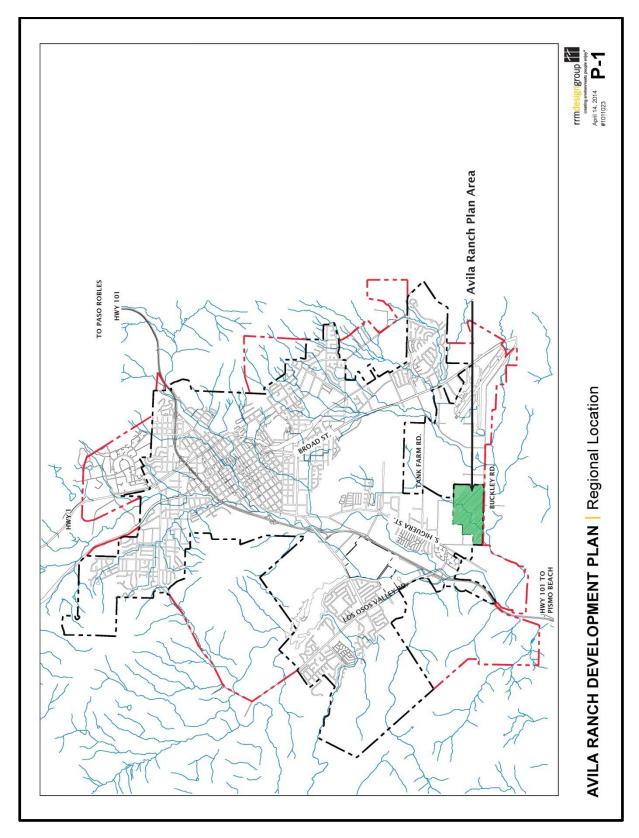


Figure 2 Vicinity

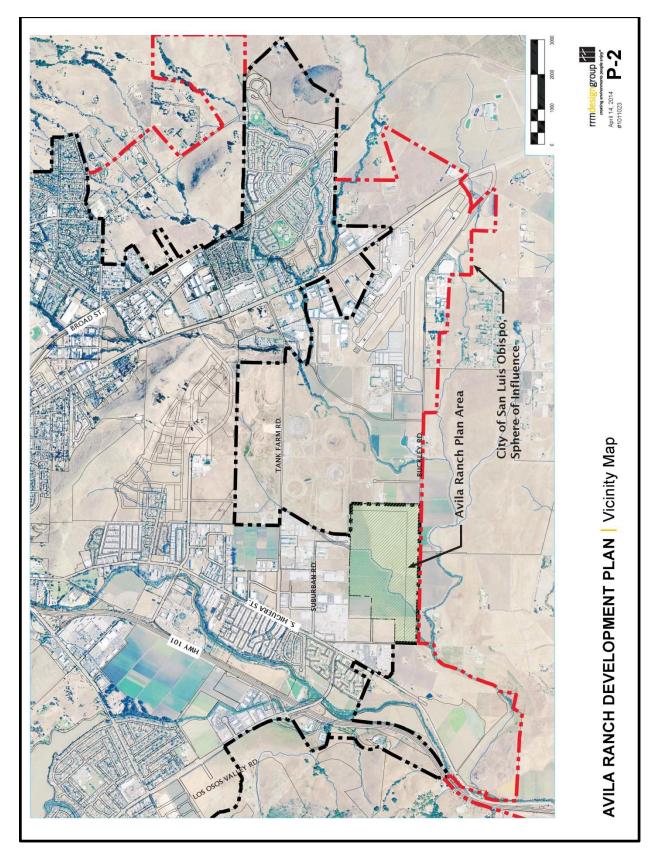


Figure 3 Vicinity and Site

Sustainable Energy Features

The Avila Ranch project will be a model for sustainable development practices. It is intended to be compliant with the U.S. Green Building Council's Leadership in Energy and Environmental Design for Neighborhood Development ("LEED-ND"), and City of San Luis Obispo's Cal Green checklist. Just a few of the features include:



- Compliance with SLO Green Build passive solar guidelines for building orientation, south glazing and thermal mass.
- 2. Pervious alternatives to hardscape.
- 3. Compliance with GreenPoint rated- single family, GreenPoint-multifamily and CalGreen checklists.
- 4. High-efficiency Energy Star fixtures, appliances, and features.
- 5. Consistent with the requirements of Section 7.07 of the Development Agreement, single family detached residential buildings that are at least 15 percent more energy efficient than the 2016 California Energy Efficiency ("Title 24") standards, and multifamily residential and non-residential structures that are at least 10 percent more energy efficient than the 2016 Title 24 standards.
- 6. Alternative energy systems (photovoltaic solar) included on residential and non-residential units in the project. The current City guideline (GP Conservation Policy 4.6.17) is for at least 30 percent of the single-family units to be supplied with basic photovoltaic (PV) systems. The project will exceed that by requiring that the project include rooftop or solar canopy PV systems that provide energy saving improvements consistent with General Plan policy.
- 7. Shared Mobility strategies are included to reduce the necessity for additional vehicles for each family. Car sharing would be provided in the development at an initial rate of one car per 50 residences (with adjustments to increase or decrease vehicles based on actual demand and usage), with at least 50 percent of that fleet in the form of electric vehicles. Vehicles would be stored onsite, on street, in guest parking spaces, near public parks and on public streets, as permitted. There would also be a bike sharing program, or provision of bicycles for each household or tenant.
- 8. Building design standards intended to comply with the Clean Energy Choice Program. To meet the 2019 building code changes, there are design requirements for the usage of Advanced Framing and more energy efficient wall, floor and ceiling assemblies, Quality Insulation Installations, and Compact Demand Hot Water and plumbing. Advanced Framing/Engineering involves wider stud placement to decrease transmission loss and reduction in required framing lumber. Quality Insulation Installation (QII) will minimize

heating and cooling losses, compact plumbing to minimize plumbing runs and distance between hot water taps and water heaters, and usage of EPA WaterSense fixtures to reduce indoor water usage. These standards were reviewed by the California Energy Commission's "Reach Code" process and adopted by the City Council and are promulgated as amendments to the CA Energy Code.

- 9. Compliance with the San Luis Obispo County Air Pollution Control District's optional mitigation measures, including those set forth in Table 3.3-9 of the EIR. These include such features as Walkable Streets and dense bike path, transit improvements, traffic calming, dense pattern of pedestrian and bike circulation improvements, water conservation strategies, EV charging stations in common areas, and car sharing.
- 10. Compliance with the City's Climate Action Plan.
- 11. Project features and measures to reduce average daily potable water usage consistent with the requirements of Section 7.08 of the Development Agreement.

Sustainable Open Space and Agriculture

The project will include improvements to the existing riparian corridors for habitat enhancements, drainage controls, and pedestrian and bicycle paths. Onsite open space will total over 53 acres in accordance with LUCE Policy 8.1.6, including 36 acres for sustainable agriculture, and 17 acres for riparian open space. The sustainable agriculture will be dedicated to the production of local produce through practices that are environmentally responsible and compatible with the surrounding environment.

Progressive storm-water treatment and management improvements will also be used to further the community's Low Impact Development goals through bio-retention swales, runoff treatment and filtration, permeable paving and pavement systems, water retention gardens and other integrated treatment detention/retention systems. These facilities will also have the added benefit of providing open-space and aesthetic value. These improvements will also solve storm-water issues associated with upstream and adjacent properties.

A Complete "Linked" Community

The surrounding neighborhood provides a wealth of services, facilities and resources. Day care, drug stores, restaurants, schools, an upscale convenience store, a bank, several places of worship, a fitness center, medical and/or dental services, personal-care services, and a full-service supermarket are currently located within biking or walking distance of the Avila Ranch. In addition, there are currently over 2,500 jobs within a half mile distance of walking or biking. An integrated web of pedestrian and bicycle



pathways will be developed along the public street system, dedicated pedestrian pathways, and riparian bike paths.

To augment these existing services and facilities, the community will offer a 9.5-acre neighborhood park, eight (8) mini-parks within one-eighth mile of residential units, a pocket park, the Tank Farm Creek Riparian Corridor and a "Town Center" with a community center, convenience goods and services. The Town Center will function as more than just a commercial destination. It will have plaza areas for public gatherings, parking to be shared with the adjacent neighborhood park and the Tank Farm



Creek riparian corridor, and areas for a trailhead that is connected by local, community and regional roadways, bike trails, pedestrian linkages and transit. More than just an area for daily shopping and convenience goods, the Town Center will serve as a community gathering place, a transit hub, and a location for occasional community events and gatherings. A fully improved transit/trolley/school bus/van pool stop will also be included as part of the community's Town Center.

A Diverse Range of Housing Opportunities

The project will reflect a wide range of housing across the economic and socio-economic spectrum. It will also be characterized by styles that have the detailing and architectural authenticity for which San Luis Obispo has become known, with a wide enough range in styles to create neighborhood identities and avoid monotony and repetition. There will be areas for traditional single-family units of varying designs, smaller lot R-2 single family



detached units, attached single family cluster units and medium- and high-density multifamily units.

In particular, the project will provide housing that will appeal to the community's "workforce" housing needs with unit sizes, pricing and amenities for small families, professionals, retirees, "empty nesters" and larger families. Based on the approved Development Agreement, the project will provide a substantial number of housing units that are both deed restricted and market rate affordable to families with moderate and "workforce" incomes with some units affordable to lower income households. The project includes new, smaller unit sizes ("Pocket Cottages of 1,000 SF to 1,200 SF) in the R-2 area to widen the socio-economic base of that area and to offer a lower market rate price point. Within the R-2 area all unit sizes range from approximately 1,000 SF to 2,100 SF. Conversely, the R-3 area now includes townhomes and some larger "duplex" units to introduce larger units for larger families or for "move up" R-3 units, and the unit size range in the R-3 area now includes units ranging in size from 700 square foot units to 1,750 square foot units. The R-4 multifamily units will offer smaller studios ranging in size from 550 square foot rental units to 1,150 square foot units for larger families.

The project's architectural styles will be respectful of local traditions and culture, while meeting present-day lifestyle needs. Anticipated architectural styles are expected to include highly detailed Agrarian/Ranch, Bungalow, Mission, Craftsman Bungalows, and Contemporary/Mid-Century Modern. Neighborhoods will be organized around the project's open-space features with a neighborhood park, pocket park or open-space amenity within walking distance.



Public buildings, park structures and structures in civic meeting places will use an agricultural theme, such as modern or contemporary barn architecture.

Major City Development Objectives

The project site has been identified in the adopted General Plan as one of the principal potential growth sites in the community over the next 10-20 years. In addition to the General Plan objectives noted above, and the conformance with General Plan policies noted in the General Plan Conformity Analysis, it will promote several community objectives that are furthered or achieved by the project, as follows:

1. Completion of the Buckley Road Extension. The City and County development plans consider the extension of Buckley Road to South Higuera Street as an essential element of the community's circulation network. The extension of Buckley Road from Vachell Lane to South Higuera is one of the key features of the project. The SLOCOG RTP/Sustainable Communities Plan considers this improvement a high priority. This will have significant community and region-wide benefits, as it will provide for direct vehicle connections between SR 227 and SR 101, and route regional traffic around the edges of the community rather than through impacted intersections. This connection will also provide a direct connection between the City's bikeway system east of Vachell Lane to South Higuera Street, thereby connecting the City's bicycle network to the Octagon Barn trailhead for the Bob Jones Trail.

- 2. Completion of Missing Bikeway Links. There are currently bicycle facilities at Santa Fe and Tank Farm Road, and portions of the Bob Jones City to Sea Trail at Los Osos Valley Road and Highway 101, and at Ontario and Highway 101. The County of San Luis Obispo is currently processing an extension of the Bob Jones Trail to connect it to the Octagon Barn to serve as a trailhead and hub. The extension of Buckley Road, the onsite riparian bikeway along Tank Farm Creek and the bikeway improvements along the Buckley will complete this trail network. All in all, the project will result in the addition of almost three miles of bicycle paths and lanes, pedestrian trails, and completion of critical missing important links in the overall bicycle network, critical transportation priority in the community.
- 3. Correction of Hydrology and Flooding. Over the years, the Tank Farm Creek corridor has been neglected and suffers from overgrown, choked channels. This corridor will be rehabilitated and adjacent green spaces developed which will include Class I bike paths, pocket parks and pedestrian/bikeway overpasses. There are also drainage concerns along Suburban Road, Vachell Road and Buckley Road, many resulting from incremental, site-specific drainage problems over the years. There are also drainage concerns associated with the former "Dioptics" building/site at Venture and Vachell Lane that will be addressed.
- 4. Oversizing of Infrastructure. The City plans to serve all areas within the AASP with sewer and water services, once they are annexed to the City. The project will extend and route domestic water, recycled water and sewer service through the project site and make it available for extension to the east. Sewer and water mains will also be installed, to the extent feasible, along Suburban Road to serve the properties along Suburban that were annexed to the City in 2008, but developed in the County.
- 5. <u>Climate Action Plan.</u> The City has a renewed emphasis on the Climate Action Plan and air quality issues. Many of the new features are designed to address those priorities.

Environmental Setting and Background Information

The environmental impacts of development on the property were evaluated in the Airport Area Specific Plan EIR, certified by the City Council in August 2005. Recently, the AASP was amended to address changes in the Chevron site and the LUCE was amended. In addition, there have been several site-specific technical studies that have informed the development of the project. A summary of those issues and findings, as they pertain to the project site, are summarized below.

Flooding and Hydrology

As noted, a portion of the project is in the FEMA 100-year flood plain. According to City documents, any project components within a 100-year flood plain would be subject to a "no net fill" requirement, and building pads would have to be elevated at least one foot above base flood elevation. Figure 4 shows the pre-development 100-year flood plain. Figure 5 shows the predevelopment flood areas.

A system of approximately twenty-two (22) sub basins is planned to provide the required LID retention, detention and storm water treatment. These basins provide localized detention, retention and storm-water filtration/quality enhancement to the various neighborhoods and have a collective capacity necessary to provide detention adequate to accommodate a 50-year event, and retention necessary to accommodate a 25-year event. In order to accommodate offsite storm drainage an engineered swale will be provided along the north property line. This feature will convey existing offsite flows to Tank Farm Creek. Figure 5 shows the post development flood prone areas. As part of this project, the north-south portion of Tank Farm Creek will be widened to accommodate and channel offsite flood flows that come from the Suburban Road area and runoff from South Hills through Tank Farm Creek.

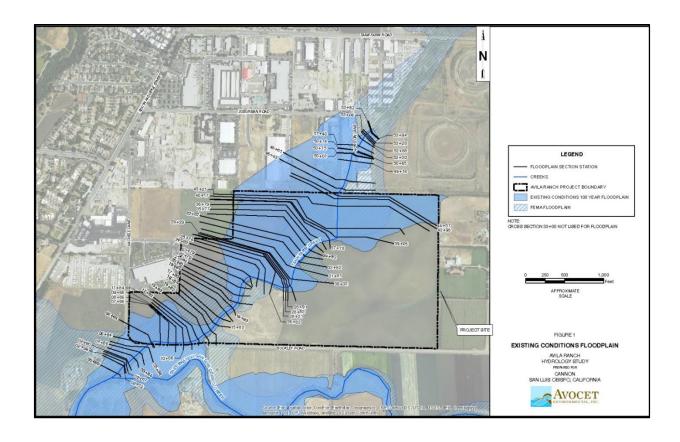


Figure 4 Predevelopment Flood Areas

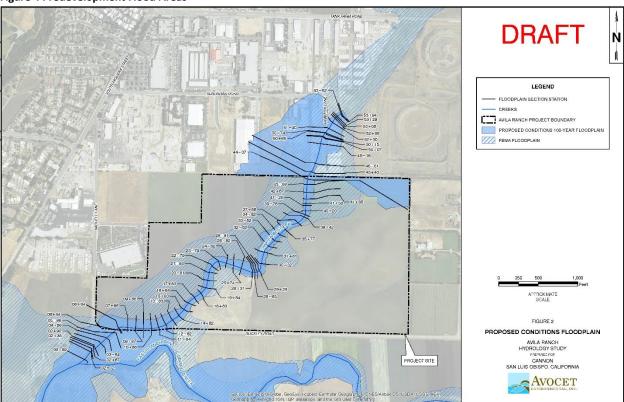


Figure 5 Post Development Flood Areas

Biological Resources

The AASP EIR and the LUCE EIR identified a number of species of concern on or near the project site. Biological resources surveys and wetland delineations were prepared by Althouse and Meade between 2012 and 2016. The initial biological findings show the project can improve the biological conditions, protect the corridor, enhance the connectivity for wildlife, and upgrade the biological value of the Tank Farm Creek area. The site development plan includes replacement and improvement at mitigation ratios acceptable to state and federal regulatory agencies. The project includes riparian setbacks and wildlife corridors along Tank Farm Creek that are significantly above City minimums.

Soils and Geology

There are no expected impacts related to soils and geology. A review of the SCS Soil Survey map for San Luis Obispo, indicates four classifications of soil are primarily found in the area. Soils and geology surveys were conducted on the site, and for the Buckley Road extension. Soils in the vicinity of the Buckley Road extension may have some serpentine soils and the potential for naturally occurring asbestos; however, the studies along the planned alignment yielded limited exposure and routine mitigations specified by the State and APCD are included in the project.

Soils on the project site are classified as Concepcion loam, Cropley clay, Marimel sandy clay, and Salinas clay. All are fanned from alluvium derived from sedimentary rocks and have slopes ranging from

zero to nine percent. These soils are found on terraces, alluvial fans, flood basins and in small basins. Characteristics of these soils are as follows:

Concepcion loam. 2 to 5 percent slopes.

The Concepcion loam constitutes about half of the site, generally easterly of the Tank Farm Creek alignment. It is a very deep, moderately well drained, gently sloping soil fanned on marine terraces. It is derived from old alluvium weathered from sedimentary rocks. The Concepcion soil permeability is very slow and the surface run off is slow. In a representative profile, the surface layer is a very dark gray loam. Below this dark gray layer is a light brownish gray sandy loam. The national hydric soils list does not identify the Conception series as a hydric soil.

This soil type is considered a non-prime farmland soil with a land capability rating of 3, and has a California Revised Storie Index rating of "Poor." It is a farmland of local importance.

Cropley clay 2 to 9 percent slopes.

This soil type represents about one-fourth of the site and includes the area generally east of the former Dioptics/current Trust Automation building at 125 Venture Drive, and north of Tank Farm Creek. This soil was formed from alluvium derived from sedimentary rocks and have slopes ranging from zero to two percent. These soils are found on terraces, alluvial fans, flood basins and in small basins. Cropley clay soils are moderately well drained and have slow permeability. In a representative profile the surface layer is a very dark gray silty clay to about 36 inches. Below this dark gray layer is a yellowish brown silty clay loam.

The soil type is considered a non-prime farmland soil with a land capability rating of 2 when irrigated, and 3 when not. It has a California Revised Storie Index rating of "Fair". It is considered farmland of local importance.

Marimel sandy clay loam. Occasionally flooded.

The Marimel sandy clay soils group comprises most of the rest of the project site and is in the southwest corner of the project site. This soil is very deep, somewhat poorly drained, nearly level, on alluvial fans, floodplains, and narrow valleys. It is formed in alluvium weathered from sedimentary rocks. and exhibit moderately slow permeability and slow surface runoff. In a representative profile, the surface layer is a grayish brown sandy clay loam. Below this layer is a mixed grey and pale olive silty clay loam.

The soil type is considered a non-prime farmland soil with a land capability rating of 3. It has a California Revised Storie Index rating of "Fair. It is classified as farmland of local importance.

Salinas Silty Clay, 0 to 2 percent slopes

The Salinas Silty Clay soils on the site cover approximately 10 acres and generally run parallel to Buckley Road up to Tank Farm Creek, outside the Urban Reserve Line and in the designated agricultural buffer. They are very deep, well drained, nearly level on alluvial fans, floodplains and narrow valleys. The soil is formed in alluvium weathered from sedimentary rocks and exhibit moderate to rapid

permeability. This soil type is considered Class 1 "prime" soils when irrigated; however, they are considered Class 3 non-prime soils if dry farmed, as is the current practice.

Soil permeability on the site generally follows the soil type capabilities, with areas to the southwest slower and somewhat more compacted below the depth of cultivation according to soil permeability tests performed on the site. The Concepcion group has pockets that are highly permeable and suitable for onsite drainage and water management. According to the percolation analysis, approximately two thirds of the Concepcion portion of the site has soil permeability that is classified as moderate to rapid.

Hazardous Materials/Assessment

A Phase I and Phase II Preliminary Site Assessment (PSA) were conducted for the project by Grisanti and Associates of Los Osos in 2012. The Phase I assessment revealed a well-known occurrence of inundation of the site during the 1926 Unocal Tank Farm fire. Although limited testing completed for the Phase I report did not reveal any remnant on-site contaminants from that event, a Phase II study was considered prudent to conclusively eliminate the possibility of remnant hydrocarbons from that event, and for pesticides. The Phase II assessment concluded that "...the Laboratory Reports of Analysis showed no detectable concentration of any pesticides, herbicides or hydrocarbons. Based on the previous submitted Avila Ranch Property Preliminary Assessment and the Phase II evaluation of the property, the tests exceeded reasonable due diligence requirements of the PSA evaluation of this property and further assessment activities are not warranted."

Noise

No noise issues were identified in the AASP EIR. There are, however, potential concerns associated with uses on the south side of Suburban Road adjacent to the project, and future traffic on Buckley Road. As part of the project, buffer areas are to be provided along the north and northwest property lines. Agricultural buffers provide setbacks to Buckley Road, the main noise-generating road facility. The Airport Land Use Plan's noise contours do not conflict with the planned land uses. The Final EIR for the Airport Master Plan demonstrates noise levels on the project site do not exceed City standards. A review of the ALUP noise contours, as part of the Airport Land Use Commission review of the pre-application for the Development Plan, confirmed that these contours do not materially affect the project.

A noise monitoring study was prepared by David Lord and demonstrated that there were no significant aircraft peak or average daily noise concerns associated with development of the project. He also concluded there are no stationary source noise concerns but future noise from Buckley Road traffic may exceed city standards. In order to address potential overflight as a nuisance concern, the project will include noise mitigation measures to limit aircraft-related interior 24-hour, 10-second interval peak noise level ("Lmax") to 45 decibels, as described in amended AASP Policy 4.5.3, in order to reduce potential complaints from residents. There are also special measures associated with the R-4 units located adjacent to the Suburban Road industrial uses, as well as R-1 and R-2 units that may be within 300 feet of Buckley Road (MM NO-3a).

Air Quality

Construction related impacts are to be mitigated through measures identified in the EIR. Long-term air-quality impacts were found to be mitigable, and consistent with the local Climate Action Plan. According to the EIR, the project has a vehicle miles traveled (VMT) metric that is lower than the SLOCOG standard and the Citywide average. Additional features to further reduce VMT and air quality impacts are described in Table 3.3-9 in the EIR. The project also introduces a number of features such as car sharing, bike sharing and enhanced transit, extensive bike and pedestrian connections and improvements, school bus service, and other features. The project will also establish standards for compliance with applicable City energy requirements, including Section 7.07 of the Development Agreement for this project.

To comply with City requirements, there are design requirements to increase the energy efficiency of single family residential units (R-1 and R-2) and for non-residential and multifamily residential units (NC, R-3 and R-4).. These improvements will include the use of Advanced Framing and more energy efficient wall, floor and ceiling assemblies, quality Insulation installations, and compact ondemand hot water and plumbing. Standards are also set for the use of Solar PV for each building type, for adequate roof area for the solar arrays, and for the placement of solar canopies in common parking lots of multifamily and non-residential areas.

Cultural Resources

Implementation of the project would entail ground disturbance associated with infrastructure development and construction of new structures, access roads and underground utilities could have an impact on known or unknown cultural resources. A survey of the site was conducted in 2000 by Gibson's Archeological Consulting, followed by a Phase 1 and a Phase 2 analysis in 2015 and 2016 by Applied Earthworks. The archaeological surface survey consisted of one archaeologist zig-zagging back and forth examining the surface, rodent burrows, farm roads and other cleared areas around the fields for any signs of prehistoric cultural materials (including seashell fragments, stone tools and fragments, stone flakes, bone, burnt rock, etc.) or significant historic cultural materials. An archival records search was conducted which included the Central Coast Archaeological Information Center located at the University of California, Santa Barbara. Based on the most recent survey, grading mitigations and limitations are recommended for the project site. (MM CR-3a).

Agricultural Resources and Preservation

Agricultural production is limited by the availability of irrigation water on the site and the productivity of the soils. As noted above, and with the exception of the 10 acres of the site in Salinas silty clay loam along the Buckley Road frontage, the Storie Rating for the soils on the site ranges from "Fair" to "Poor." Farming on the site has been ongoing for many years, with three crops grown on the site in most years, primarily dry grains such as barley and wheat, occasional safflower, and beans. Crops are normally dry farmed, or at least selectively irrigated, and crop yields are somewhat lower than the County average. Single crop barley revenue yields are approximately \$150 per acre. Safflower yields approximately twice the revenue per acre when cultivated; however, this crop depends on irrigation at a rate of approximately 0.5-acre feet per acre, or higher-than-average precipitation. For purposes of

analysis, agricultural productivity from the site is approximately \$25,000 to \$35,000 per year for the 140 acres that acre capable of being cultivated. Agricultural productivity on the site is significantly below the County average of \$500 per acre for field crops, and the \$10,000 per acre revenue rate for fruit and nut crops, as reported by the San Luis Obispo County Department of Agriculture.

The AASP EIR and the LUCE EIR addressed the loss of ag land due to the annexation and development of the area. That loss was identified as a significant and irreversible adverse impact that could not be mitigated. Policies contained in the existing LUCE and Airport Area Specific Plan require direct dedication of open space areas, or payment of an in-lieu fee, for newly developed and annexed land. The EIR requires, as a condition of annexation and/or development within the Airport and Margarita Areas, that developers be required to dedicate open space land or pay in-lieu fees to secure open—space easements on agricultural land outside the URL at a ratio or no less than 1:1. The project will convert 96 acres from agricultural to non-agricultural use within the designated URL. There are 35 acres± of agricultural area set aside within the project boundaries. An additional 71 acres of off-site agricultural conservation area will be identified at least equal to or better agricultural production capability or, alternatively, via establishment of an in-lieu fee. In addition, the frontage along Buckley Road will be planted with more productive crops like those of adjoining properties which will result in the agricultural production on the site equally or exceeding the present valuations. Appendix H shows the phasing of the agricultural conservation easements to comply with MM AG-1 of the Avila Ranch EIR.

Airport Safety

A significant amount of technical work has been completed by the City to document the appropriate area for special safety regulations to ensure long-term viability of the San Luis Obispo Regional Airport (SBP). This included a study by a professional aviation land-use planning consultant under contract with the City. As part of the process of developing the Avila Ranch Development Plan, the Airport Land Use Commission reviewed the project's compatibility analysis and initial concepts to achieve compliance and found the plan reflects safety, noise, overflight, airspace protection and other issues identified in the ALUP. A pre-application was submitted to the ALUC in April of 2015 which found that the Development Plan could be found to be consistent with the ALUP if presented in substantially the same format. Follow-up presentations were made to the ALUC in June and September of 2016, and a formal application was submitted in November 2016. The pre-application and application studies concluded that the project was consistent with the ALUP, and in December 2016 the ALUC found that the Avila Ranch project was in conformance with the Airport Land Use Plan.

Land Use Plan and Framework

Land Use

The Project includes a land use plan which designates approximately 55.3 acres of residential land uses, 71.3 acres of open space and parks, and 1.9 acres of neighborhood commercial development (see Table 1 and Figure 6). This would allow for the development of approximately 720 residential units and 15,000 square feet (sf) of commercial buildings. Low, medium, medium-high, and high density residential developments would be constructed along planned collector and residential roadways. One neighborhood park, eight mini-parks, and a pocket park would be established as part of the 18+ acres of park space planned for the Project site. The Land Plan for the project is shown in Figure 6.

Low Density Residential (R-1) designation for the Avila Ranch area is for new single-family residential development. It is expected that there will be 100-110 Low Density Residential dwelling units on 13 acres including a range of lot sizes from 5,000 SF to 10,000 SF units with a mixture of front garages and alley loaded garages. Maximum density would be up to eight units per net acre. Potential unit sizes will range from 1,650 square feet to 2,500 square feet. Sheet A7 in Appendix A shows the planned layout of the R-1 neighborhood.

The Medium Density Residential (R-2) designation in the Avila Ranch area will be primarily 4-pack, 6-pack and cluster units on single-family detached lots. Total R-2 development in the Avila Ranch area is projected to be approximately 300 dwelling units on 27 acres, with maximum potential development of 12 units per net acre. The R-2 units may be in several different configurations, and development shall comply with the design standards in the Avila Ranch Development Plan. A Small Cluster "Pocket Cottage" concept has been included to address the need for relatively smaller unit sizes on smaller lots; these units are illustrated in Sheets A-4 through A-6, and A-17 in Appendix A and range in size from 1,000 square feet to 1,250 square feet and include more limited parking. The R-2 lots will be oriented to provide small-lot "work force" housing with some of the housing sizes and corresponding initial sales prices aimed at those families with incomes equal to 120 percent to 160 percent of City Median Family income. , Unit sizes in the R-2 area will range from approximately 1,000 square feet to 2,400 square feet. Sheets A-4 through A6 in Appendix A show the planned layout of the R-2 neighborhoods.

Medium High Density Residential (R-3) the Medium-High Density Residential land use designation is for a combination of stacked flats apartments, townhomes and condominiums arranged around a central amenity or open space. The R-3 portion of the Avila Ranch project is expected to yield approximately 200 dwelling units on eleven acres, but may include up to 20 density units per acre in accordance with Chapters 17.16.010 and 17.28 of the City's Zoning regulations. The planned development types for the R-3 zone will include townhomes and duplexes organized around central park area. Unit sizes will range from approximately 700-square foot for-sale and for-rent studios in the townhome portion to approximately 1,750 square foot duplexes. Sheet A-9 in Appendix A shows the planned layout of the R-3 townhomes and duplexes.



Figure 6 Avila Ranch Land Use Plan

High Density Residential (R-4) residential land uses will include stacked flat apartments, arranged around, or associated with a central amenity or open space. The Avila Ranch R-4 land use area is in the northwest corner of the project, adjacent to existing and future Business Park and Service Commercial developments. While dwelling units in the R-4 land use area are not considered to be subject to excessive stationary noise impacts (based on the noise study prepared for the project), the sleeping and living portions of the dwelling units are to be oriented away from the eastern and northern project boundaries and carports, garages, and drives are to be located along these boundaries to act as buffers to adjacent non-residential land uses. The R-4 portion of the Avila Ranch project is expected to yield between 120-130 dwelling units on the 4.05 acres, excluding the temporary 12,451± square foot fire station, and may include 24+ density units per the Development Agreement. Sheet A-6 shows the planned layout of the R-4 apartment area.

The **Conservation/Open Space** designation is intended to preserve undeveloped or minimally developed land for preservation of natural resources, production agriculture and public safety. The LUCE provides that fifty percent of the site area shall be provided in open space, with up to one-third of that provided offsite. For this project site of 150 acres, there would be a minimum requirement of 50 acres of onsite open space. The total amount of planned onsite open space (not including recreational park areas) is 53 acres. The balance of the required open space will be provided offsite through open space or agricultural conservation easements, or through a fee as established in the AASP. The Avila Ranch Development Plan designates the following specific areas for open space:

- A. Planning area creeks: to protect and enhance habitat and recreational values;
- B. Agricultural buffer areas outside of the URL along the Buckley Road frontage and the easterly project boundary. Within the agricultural buffer area along Buckley Road and outside of the URL, furrows and planted rows should run parallel to the extended Runway 7-25 centerline, where feasible to enhance aircraft safety.



- C. The ACOS Reservation Space in conformance with the ALUP.
- D. The Tank Farm Creek corridor as a linear park, bikeway and passive recreation areas.

Figure 7 shows the relationship of the elements of the project and the site's open space features.



Figure 7 Land Plan and Tank Farm Creek

The **Neighborhood Commercial area** will serve as a focal point and activity center for the project, and will provide shared use parking for nearby open space and parks uses, bicycle parking and storage facilities, public plazas for gatherings and special events, and transit connections. Because of the nearby retail shopping center on South Higuera, this neighborhood center will focus on small-scale convenience items, and possibly provide some office space. Development will be for 15,000 SF or building area. Sheet A-7



and A-8 show a conceptual layout of the Town Center and Neighborhood Commercial area.

Table 2

Land Plan Statistics

Land Use	Acres	Percent of Total Acres	Units
Residential	55.30	36.9%	720 units
R-1 Low Density (7 du/acre)	12.80	8.5%	101
R-2 Medium Density (12 du/acre)	27.30	18.2%	297
R-3 Medium-High Density (20 du/acre)	10.80	7.2%	197
R-4 High Density (24 du/acre)	4.40	2.9%	125
Affordable Housing Units			
Neighborhood Commercial	1.86	1.2%	15,000 sf
Roadways	21.71	14.5%	
Open Space and Parks	71.04	47.4%	
Open Space	53.00	35.4%	
Parks	18.00	12.0%	
Total	149.91	100.0%	

Parks and Recreation

"Expansion Areas", as defined in the General Plan, are required to provide park and recreation facilities at a rate of 10 acres per 1,000 residents, four times the current citywide average. These facilities are to be provided in a mix of neighborhood parks, mini-parks, and pocket parks and community gardens, with at least half of the requirement (5 acres per thousand) in a neighborhood park. The neighborhood park is to be located within one-half to one mile of the serviced population. The projected residential population on the project site is 1,649 persons, which creates a park requirement of 16.5 acres. The neighborhood, mini-park and pocket park facilities on the project site will total 18 acres (not including pedestrian trails and passive open space).

A 9.5-acre neighborhood park will serve the project. It is centrally located next to the Town Center so that most residents will be within one-half mile to it. This neighborhood park will be linked to surrounding neighborhoods, the Tank Farm Creek riparian corridor and to the regional bikeway system by separated Class I bike paths and Class II bike lanes, and special ped/bike bridges over Tank Farm

Creek. According to the concept plan approved by the Park and Recreation Commission (See Appendix B) the neighborhood park will include group BBQs, basketball courts, tot lots, baseball diamonds, soccer fields, pickleball courts, tennis courts, a dog park, a skate park, and a community meeting pavilion area.

Eight mini-parks and a pocket park will also serve the neighborhoods. Each will be approximately one-half to 2.5 acres in size and provide facilities such as community gardens, tot lots, passive play areas, BBQ and picnic areas, basketball courts, community gardens, dog park, and landscaping. These will serve residents within a two-block radius and fill the few "gaps" in the coverage for the neighborhood park facilities. The mini-parks will be phased with adjacent residential development to provide park facilities for



future residents near their homes. Figure 8 shows the location of parks in the project.

Residential Uses and Affordability

There is an intentional mix of residential densities in the Avila Ranch project that includes a range of R-1 lot sizes, R-2 "four-packs", "six-packs" (pocket cottage), and "eight-packs" (cluster units), and R-3 and R-4 multifamily dwellings, with an emphasis on smaller lot, higher density units. R-2 units comprise over forty percent of the residential units, and medium density and above units will comprise over 85 percent of the units in the project. In contrast to other recent projects, the average unit size across the entire project is approximately 1,500



square feet, compared to an approximate 1,750 square foot average for recent developments in the Margarita and Orcutt Specific Plan areas. These R-2 units can provide a substantial contribution towards the need for "workforce" housing and housing for moderate income families. The R-2 single family units are located where there are streetscape benefits (functionally and aesthetically) from few driveway cuts and orientation to open space. For example, houses will have front doors facing Venture Road, an important Residential Collector, but access points will be limited to intersecting public streets, or through rear or side common driveways.



Figure 8 Park Locations

An additional concept that has been included in the update are the "Pocket Cottage" units. These units are included to meet the needs of young professionals, empty nesters and young families. They are smaller in scale and have floor plans ranging from 1,000 to 1,200 square feet in 2BR/2B and 3BR/2B configurations. They have private patios and open space is provided through a shared front yard area.



Single-family units in the project comprise about 15 percent of the residential uses in the development. Lot sizes for the R-1 single-family units are planned to range from a low of 4,000 SF to a high of 8,500 square feet. These units are intended to address the upper end of the workforce housing and other above- moderate housing needs. The R-1 units are in two configurations, one adjacent to the Town Center which will have alley-loaded units and

common yard areas, and a traditional single-family portion with front-loaded lots.

The project includes 197 R-3 multifamily units on 11 acres that range in size from approximately 700 square foot for-sale and for-rent units up to 1,750 square foot units. The multi-family units, which may include both duplex and townhome units, will offer many of the advantages of single-family detached homes, but with common open space. The R-3 portion of the project is organized around a central one-acre park that will oriented around an enhanced riparian corridor. A portion of the R-3 zone will include inclusionary housing units for low and moderate-income buyers pursuant to the City's guidelines.



Finally, the project will include a substantial number of apartment units that are near employment and shopping at Suburban and Higuera. The R-4 apartment portion of the project will be directly served by an on-street transit stop and will be within walking distance of nearby shopping. An approximately 1.2-acre portion of R-4 zone will be dedicated to an affordable housing provider to address the local need for lower income housing and



to satisfy, in part, City affordable housing requirements. Unit sizes in the R-4 apartment portion will range from 550 to 1,150 square feet.

The Avila Ranch project will encourage long term housing affordability by including design and development strategies that serve to provide lower cost housing. The cost of housing over time is most

closely related to the size of the dwelling unit, the size of the lot, and costs of maintenance. Within each of the residential zones there will be a broad range of dwelling unit sizes from approximately 550 square foot units in the R-4 area to 2,300 square foot single family detached units in the R-1 zone The average size of the units in the development is less than 1,500 square feet; by comparison, recent developments in the Margarita Area and the Orcutt Area have averages more than 1,750 square feet. Maintenance expenses, to the extent feasible, will also be included in a Community Facilities District to reduce the necessity for Homeowners Associations, and the higher costs associated with that maintenance and governance structure. Landscape maintenance and cost of water and utilities will also be reduced because of the drought tolerant landscaping, smaller lots and other features.

The commitment to not cause an increase in community greenhouse gas emissions and compliance with the Development Agreement in the context of City energy use requirements will further reduce utility costs for Avila Ranch residents well below the level of typical new residential units in San Luis Obispo. Landscaping will also be designed to be low-maintenance and water efficient to reduce monthly water expense and landscape maintenance. Passive



and active solar energy strategies will also be included to reduce monthly energy costs. Finally, the presence of onsite transit, car sharing and bike sharing programs will reduce the residents' reliance on private automobiles and possibly the need for a household to have multiple vehicles.

The project's car sharing program will help reduce the project's air quality impacts by reducing VMTs, but it will have a more direct and profound effect on the housing affordability issues by reducing the need to own multiple cars. A recent study found that car share program members drive nearly 50% less after joining, and that nearly 30% of them reduced their household vehicle ownership and two-thirds of the households avoided purchasing another car. This program could contribute hundreds of dollars per month to household budgets in avoided vehicle costs.

Revitalizing Tank Farm Creek

One of the key project components is the revitalization of Tank Farm Creek, which is used as the principal organizing element for the overall project design. Aesthetically and topographically, this site feature defines the neighborhoods, creates a unifying open-space element, provides the principal connecting feature through and to the project and provides the potential to provide pedestrian and bicycle access to the project's parks and open space. The north-south utilitarian drainage channel extension of Tank Farm Creek will be enhanced and widened to address offsite storm flows. Sheet A-23 and A-24 in Appendix A show the planned cross sections for Tank Farm Creek (see Sheets A-4 through A-6 for a key map of the cross sections). (MM BIO-2a).

Project Phasing

Figure 9 shows the planned phasing of the land uses. This phasing is generally determined by the required location of sewer and circulation facilities, existing road improvements, site topography, and market conditions. Phase descriptions are as follows:

Phase 1 includes up to 179 R-2 units, completion of the sewer pump station and force main, extension of Venture Road along the phase frontage, extension of the potable and recycled water facilities, and extension of dry utilities to the phase, and extension of Earthwood to Suburban. This phase would also include the Class I Bike Path from the the corner of Buckley Road and Vachell Lane, as described in the Circulation section, the extension of the Earthwood Collector (w/Class II bike lane) to Suburban, and a transit stop along the Earthwood Lane. This phase will be designed with two principal neighborhood clusters, with each having its own architectural and design identity, as described in the Design Framework. Circulation improvements associated with this phase will include turn lane improvements to the Suburban and Higuera intersection, pedestrian and bike lane improvements to Earthwood between Venture and Suburban, and pedestrian and bike lane improvements on Suburban between Earthwood and Higuera. This phase will include the development of approximately 2.9 acres of park land.

Phase 2 will include the development of 29 R-2 units and the extension of the wet and dry utilities along the phase frontage. This phase will also include the extension of Buckley Road from Vachell to Higuera, including bike facilities. Concurrent with the opening of the Buckley Road Extension, left turns from and to Higuera and Vachell will be restricted. This phase would include the development of an approximately 1.3 acres of park land and the extension of the Class I bike path from Earthwood Lane to Venture Drive and a permanent or interim bike path or bike lane from Vachell Lane to the Octagon Barn parking lot, subject to right-of-way availability and any necessary regulatory approvals.

Phase 3 includes 89 R-2 units, and 125 R-4 units, as well as the completion of in tracts improvements. This phase would also include the development of a 0.8-acre mini-park in that phase. The R-4 portion of the project would include the dedication of a one-acre site to an affordable housing provider for the development of 32 inclusionary housing units for lower income households, as well as 8 inclusionary units for moderate income households.

Phase 4 would involve the development of significant additional transportation infrastructure, including completion of the Buckley Road frontage improvements. This phase would also include the construction of a vehicle bridge crossing for Venture Lane over Tank Farm Creek, construction of Horizon Lane north of Venture Lane to Suburban, and the construction of Jespersen Road south of Venture Lane to Buckley Road. Frontage improvements along Buckley would also be constructed from Phase 1 east to the eastern project boundary, and the internal loop system for the R-3 portion of the development would be installed. Pedestrian and bicycle improvements would be made along Suburban between Horizon and Earthwood. During Phase 4, a 0.9-acre mini-park would be installed in the R-3 area, and the 9.5-acre Neighborhood Park would be completed. Also, during this phase, the Tank Farm Creek Class I bike path would be completed to the Chevron open space. The residential portion of the development would include of 197 R-3 units, including 38 duplex units and 159 townhomes, 18 of which would be income restricted for low and moderate-income households.

Phase 5 includes 101 R-1 units. This also includes the development of an additional 2.6 acres of park area, and the portion of the open space/buffer area within the phase.

Phase 6 includes the development of the Town Center neighborhood commercial sites and remaining project frontages.

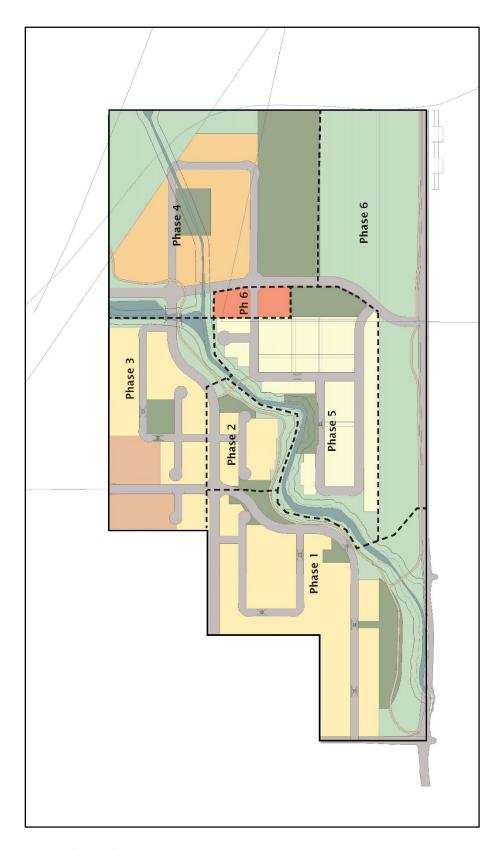


Figure 9 Phasing Plan

Design Framework

This section includes design standards and guidelines for the Avila Ranch project. They are intended to be specific to the Avila Ranch project, and are to work in conjunction with the adopted goals, policies, standards, and guidelines found in the Airport Area Specific Plan (AASP), the City of San Luis Obispo Community Design Guidelines (CDG), the City Zoning Ordinance (Chapter 17 of the City of San Luis Obispo Municipal Code), and other related documents. They are intended to create a customized design character reflective of the overall vision for Avila Ranch while at the same time avoiding unnecessary replication of existing City development code documents. Owners, builders, architects, and designers should refer to these design guidelines, in addition to the AASP, CDG, and City Zoning Ordinance (Chapter 17), as a guide when considering the design or construction of property within Avila Ranch. Where specific design standards and guidelines are set forth within these guidelines and the AASP, they shall be used; where there are design requirements and regulations in the CDG and Zoning Ordinance that are not in this document or the AASP, the CDG and Zoning Ordinance provisions shall apply. Note that if in the future the City adopts citywide design standards more stringent than those included in the Development Plan, the more stringent standards would apply.

As outlined within AASP Chapter 5.0 Community Design, *Standards* define actions or requirements that must be fulfilled by new development. Alternatively, *Guidelines* refer to methods or approaches that may be used to achieve a stated goal but to provide some flexibility and allow for interpretation depending upon specific conditions as to how they are satisfied. Collectively, the standards and guidelines incorporated herein are meant to guide implementation of the vision intended for the project.

SITE PLANNING AND ORGANIZATION

1.0 Building Orientation and Setbacks

Pedestrian interaction for Avila Ranch is encouraged through the thoughtful placement and orientation of residential and commercial structures. Porches will be incorporated on street-facing residential units to provide opportunities for everyday neighborhood interaction. Residential units fronting onto Residential Collector and Residential Arterial streets such as Venture Drive, Earthwood Lane, and Jespersen Road will have limited or no vehicle access points to preserve the residential streetscape without having the interruption of driveways and vehicle maneuvering.

These features of the Residential Collector streets will enhance the safety and convenience of these streets as principal bikeways.

Standards

1.1 Goals 5.1 and 5.2 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Building Orientation and Setbacks section.

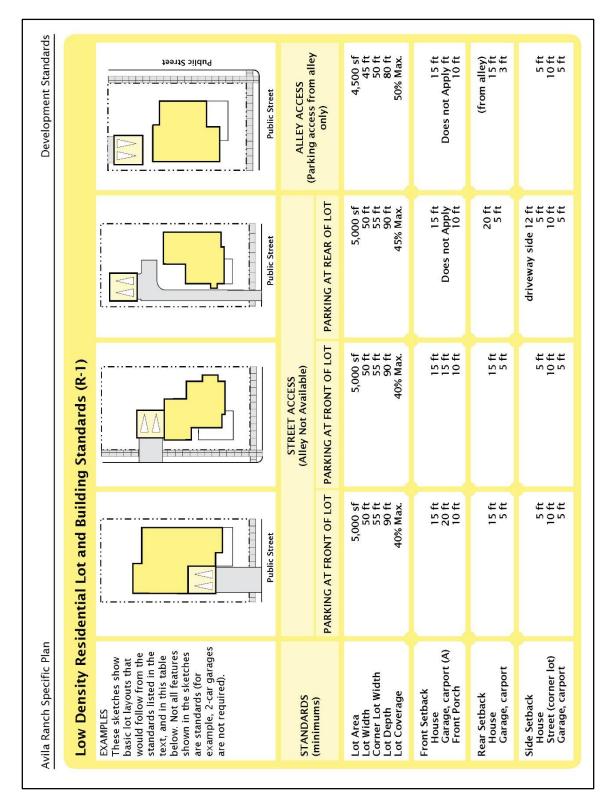


Figure 10 R-1 Development Standards

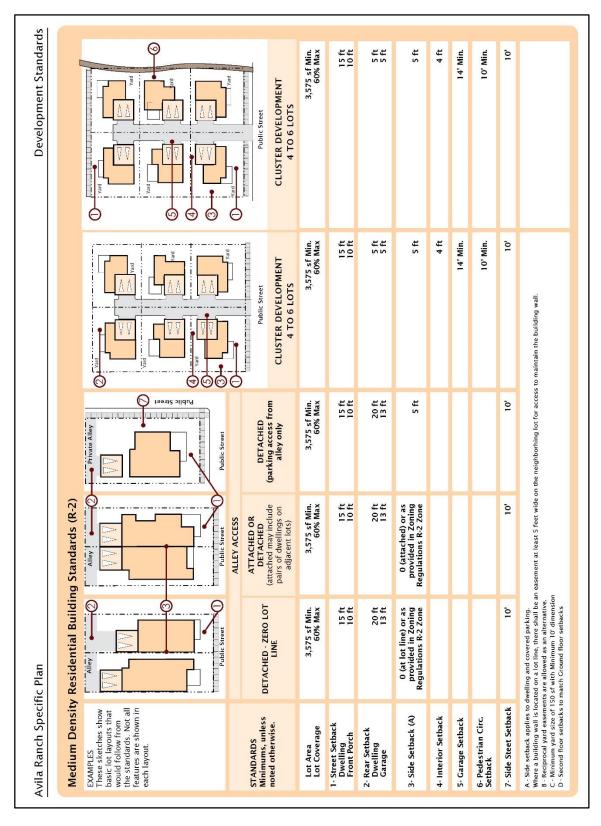


Figure 11 R-2 Development Standards

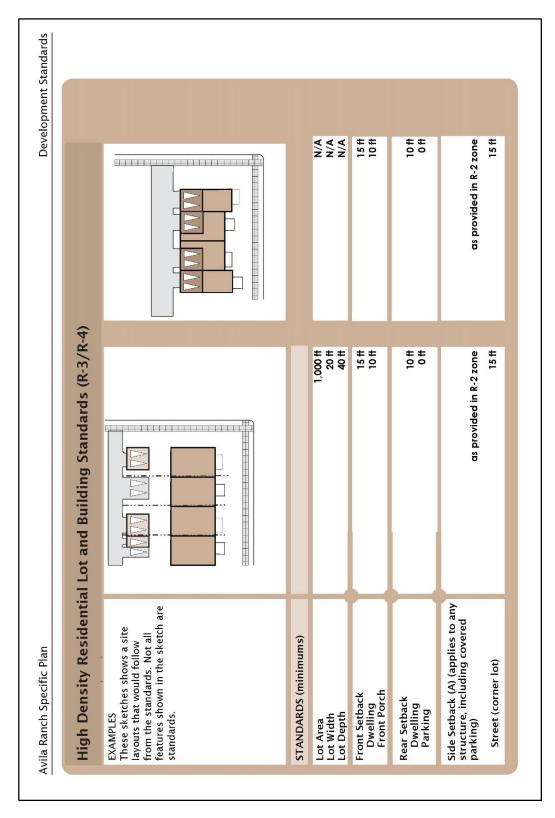


Figure 12 R-3/R-4 Development Standards

- 1.2 Residential building setbacks shall conform to the development standards set forth in Figures 10 through 12 Residential setbacks may vary, but must be in proportion to the width of the street so that there is at least 75 percent of the units have one foot of building height for each 1.5 feet of distance from the street centerline to the façade of the dwelling unit.
- 1.3 Buildings located within the Neighborhood Commercial Town Center shall have street yard setbacks of zero feet.
- 1.4 Neighborhood Commercial buildings shall be sited to address adjacent streets with the main building facades oriented towards Jespersen Road, according to the proportions shown in Sheet A-8 and Appendix A.
- 1.5 Neighborhood Commercial buildings facing streets shall incorporate horizontal and vertical wall articulation through the use of wall plane offsets and other features which articulate walls such as recessed windows and entries, second floor setbacks, and awnings and canopies. There shall also be regular access points along the public street frontage, preferably every 25-50 feet or as the design allows.
- 1.6 Residential buildings along Venture Drive, Jespersen Road/Horizon Lane and Earthwood Lane shall be oriented to the residential street with front doors and porches fronting on the street. Dwellings along Jespersen Road/Horizon Lane and Venture Drive shall only have access from the side or rear and there shall be no direct individual driveway access to these roadways. Individual driveways are not permitted along Earthwood Lane, except for common driveways, intersecting public streets, and access points for common parking lots for multifamily units.
- 1.7 Residential buildings on lots adjacent to greenbelt areas, e.g. Tank Farm Creek, Open Space, neighborhood parks, and linear parks, shall be oriented with front doors and porches, or secondary patios and yards fronting on the greenbelt area. Such units shall have vehicular access from the side or rear and there shall be no direct individual driveway access to and from the open space.
- 1.8 Within R-3 and R-4 residential zones, parking shall be utilized as a buffer. Within the R-4 zone, buildings along the north and project boundaries (eastern property line for R-4 area east of Earthwood, and the western property line for area west of Earthwood) shall be analyzed to determine noise level reduction methodologies (e.g., setbacks,



building materials and construction, etc.). To ensure noise compatibility with adjoining

- uses, implement noise level reduction measures to satisfy criteria addressed in **MM NO 3a** and as noted below.
- 1.9 Buildings and improvements adjacent to Tank Farm Creek shall have adequate setbacks to ensure a 35-foot-wide riparian setback to any improvements and adequate slope and transition area, as per Sheets A-23 and A-24 of the Avila Development Plan in Appendix A.
- 1.10 Buildings adjacent to wetlands shall be set back a minimum of 50 feet from the wetlands.
- 1.11 R-1 and R-2 residential units planned in the Project site within 300 feet of Buckley Road and R-4 units in the northwest corner of the Project site shall include noise mitigation for any potential indoor space and outdoor activity areas that are confirmed to be above 60 dB(A) as indicated in the Project's Sound Level Assessment. The following shall be implemented for residential units with noise levels exceeding 60 dB(A):
 - a. Outdoor Activity Area Noise Mitigation. Where exterior sound levels exceed CNEL = 60 dBA, noise reduction measures shall be implemented, including but not limited to exterior living spaces of residential units such as yards and patios shall be oriented away from Project boundaries that are adjacent to noise-producing uses that exceed exterior noise levels of CNEL = 60 dBA, such as roadways and industrial/commercial activities. Construction of additional sound barriers/berms with noise-reducing features for affected residences. (MM NO 3a)
 - Exterior Glazing. Exterior window glazing for residential units exposed to potential noise above Ldn=60 dBA shall achieve a minimum Outdoor-Indoor Transmission Class (OITC) 24 / Sound Transmission Class (STC) 30. Glazing systems with dissimilar thickness panes shall be used. (MM NO 3a)
 - c. Exterior Doors Facing Noise Source. According to Section 1207.7 of the California Building Code, residential unit entry doors from interior spaces shall have a combined STC 28 rating for any door and frame assemblies. Any balcony and ground floor entry doors located at bedrooms shall have an STC 30 rating. (MM NO 3a)
 - d. Exterior Walls. Construction of exterior walls shall consist of a stucco or engineered building skin system over sheathing, with 4-inch to 6-inch deep metal or wood studs, fiberglass batt insulation in the stud cavity, and one or two layers of 5/8-inch gypsum board on the interior face of the wall. If possible, electrical outlets shall not be installed in exterior walls exposed to noise. If not possible, outlet box pads shall be applied to all electrical boxes and sealed with non-hardening acoustical sealant. (MM NO 3a)
 - e. Supplemental Ventilation. According to the California Building Code, supplemental ventilation adhering to OITC/STC recommendations shall be provided for residential units with habitable spaces facing noise levels exceeding Ldn=60 dBA, so that the

opening of windows is not necessary to meet ventilation requirements. Supplemental ventilation can also be provided by passive or by fan-powered, ducted air inlets that extend from the building's rooftop into the units. If installed, ducted air inlets shall be acoustically lined through the top-most 6 feet in length and incorporate one or more 90-degree bends between openings, so as not to compromise the noise insulating performance of the residential unit's exterior envelope. (MM NO 3a)

- f. In the northwest to R-4 area, to ensure noise compatibility with adjoining uses, sleeping and living areas should be oriented away from the north and west property lines, with west- and north-facing balconies and upper story outdoor activity areas discouraged. (MM NO 3a)
- g. Per AASP Policy 4.5.3, all residential units shall be designed to limit the aircraft-related 24-hour, 10-second interval peak noise impacts to no more than 45 decibels.

Guidelines

- A. In order to improve the visual quality of the streetscape in the R-1 and R-2 zones, every third house should include a variation to the front yard setback.
- B. Front yard setback variations for houses in the R-1 and R-2 zones should not be less than two to five feet, with a minimum street yard of ten (10) feet.
- C. Buildings should be sited and rooflines designed to take advantage of solar access for each unit to the greatest extent possible.
- D. Residential units should be oriented to front or side onto parks and open spaces to provide safety and maximize visibility of the park, where appropriate. Fencing types and landscaping palettes shall be used to reinforce the connectivity of the dwelling units to the open space and park areas.
- Attached residential units should be designed and detailed to correlate to the neighboring single
 family detached and/or attached homes. The architecture should incorporate the best features of the neighboring units.
- F. Pedestrian linkages to nearby neighborhoods and other commercial projects should be provided within all zones.
- G. Designs for all residential zone units should be oriented to incorporate a relationship between indoor and outdoor spaces.
- H. Buildings should be oriented within R-3 and R-4 zones to take advantage of natural amenities such as views, mature trees, creeks, riparian corridors, and similar features unique to Avila Ranch.

I. Within the R-4 zone, buildings should be the predominant view from adjacent streets. Parking should be concentrated in areas behind buildings and away from the street.

2.0 Pedestrian Activity Areas

Neighborhood parks, open space trails, plazas, and amenities in the Town Center comprise the primary pedestrian activity areas within Avila Ranch. These areas are envisioned to encourage healthy, active lifestyles within individual neighborhoods while also providing a medium for ongoing neighborhood social events.

Standards

- 2.1 Goal 5.3 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Pedestrian Activity Areas section.
- 2.2 The northwestern and southwestern corners of Jespersen Road/Horizon Lane at the R-1 Residential Road intersection (Town Center) shall include plazas of a minimum 1,200 square feet that are oriented towards the Neighborhood Park and Town Center Plaza as illustrated on Figure 13. Neighborhood Commercial uses should have windows and entries that open onto these plazas to ensure that there is interaction between these public spaces, retail, and services uses.
- 2.3 Mini Parks and Pocket Parks shall be provided within or adjacent to each individual neighborhood of Avila Ranch as delineated in Figure 8.

 These parks shall be provided in accordance with the approved master plan for parks adopted by the Parks



Figure 13 Conceptual Design for Town Center Plazas

and Recreation Commission as set forth in Appendix B.

Guidelines

- A. Each neighborhood area should provide convenient access to the Tank Farm Creek pedestrian trail through the incorporation of multiple pathway entry points. See Figure 7.
- B. The character of Jespersen Road/Horizon Lane and the R-1 Residential Road abutting the Town Center should provide a pedestrian-friendly environment with accessible sidewalks, bulbouts, parkway landscaping, street trees, limited driveway access points, and reduced front building setbacks.
- C. Roundabouts, bulbouts, and decorative paving should be incorporated at primary intersections locations such as Venture Drive/Earthwood Lane or Jespersen Road/R-1 Residential Road, where appropriate. Roundabouts shall provide decorative landscaping, including trees that provide for monumentation and reference points within the project. The Town Center roundabout shall also include agricultural implements such as water towers and windmills to accentuate the agricultural design character of the Town Center. At-grade crossing shall be provided as illustrated in the Avila Development Plan (Sheets A-15 and A-16 of Appendix A) to provide for street-side parkettes, traffic calming, and unobstructed pedestrian passage across streets.
- D. The Neighborhood Park should be designed to provide neighborhood recreation needs including a mix of passive and active areas that foster social interaction and healthy lifestyles. These include a skate park, dog park, court games, jogging track, community meeting pavilion and other uses illustrated in the Park Master Plan in Appendix B.
- E. Neighborhood Park facilities may include informal turf areas, bocce ball courts, children's play areas, group barbeque areas, group picnic facilities and shade structures, clubhouse, pool, pedestrian and bicycle trails, and community gardens.
- F. Programming of the Neighborhood Park may include shared facilities or related uses with onsite agricultural production such as outdoor learning areas, picnic, farming and cooking demonstrations, and a farm stand.
- G. The plaza located within the Neighborhood Park directly across from the Town Center should incorporate ample seating, trash receptacles, bicycle racks, a central organizing feature, unique landscaping, and pervious hardscape

3.0 Parking

Parking is an essential component of all planned land uses within the Avila Ranch project. Ensuring adequate buffering between abutting land uses, public streets, and commercial parking areas will ensure the promotion of the high-quality environment envisioned for the development. Parking requirements for specific land uses within Avila Ranch are found within Chapter 17.16.060 of the City of San Luis Obispo Municipal Code. Except in the Pocket Cottage portion of the R-2 zone, parking shall be provided with two covered spaces per unit and on street parking, and at least two on-site guest parking spaces per 6-pack or 4-pack cluster. Parking stalls to be designed per Engineering Standards 2220. In the Pocket Cottage portion of the project, one covered and one uncovered space is to be provided, without additional guest parking spaces.

Standards

- 3.1 Goal 5.4 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Parking section.
- 3.2 Parking for the Neighborhood Park shall be provided through both onsite parking, on-street parking on the adjacent local street, and shared parking with the Town Center commercial area. Any on-site parking associated with the Neighborhood Park shall be located within a parking lot or other parking space configurations on the north side of the park. These parking lots shall provide for bicycle storage, staging areas, and special event parking.
- 3.3 Driveway access points for the
 Neighborhood Commercial Town
 Center shall be located along the R-1
 Residential Road adjacent to the R-1
 Residential zone as shown in Figure
 14.



Figure 14 Example of Town Center Parking, Screening and Access

- 3.4 Parking shall be designed and sited to minimize and buffer commercial noise from adjacent residential land uses.
- 3.5 A ten-foot minimum landscape buffer shall be provided on the Neighborhood Commercial properties adjacent to the R-1 Residential zone and the Neighborhood Commercial Town Center. In addition, there shall be a minimum twenty (20) foot

setback from the east property line to any habitable structure to comply with ALUP Safety Area requirements, as shown in Figure 14.

- 3.6 Parking for the R-4 units shall be carports for added noise mitigation and visual screening.
- 3.7 Parking for car sharing stations shall be provided along public streets as approved by the City Engineer, in guest parking spaces in the R-2 portion of the project, in common area parking lots in the R-3, R-4 and the Town Center. Total number of car share vehicles shall be an initial rate of at least one vehicle per 50 units (and adjusted thereafter based on actual demand). At least fifty percent of the car share fleet shall be EVs. There shall be a minimum of five car-sharing stations dispersed through the project, with each station having electrical charging stations for EV car sharing vehicles.
- 3.8 All common parking lots shall have solar canopies to produce energy and to provide shade and noise attenuation.
- 3.9 All parking lots in the R-3, R-4 and NC zones and in public parks shall provide EV charging stations at a rate of one station per eight (8) spaces (12.5 percent of the total number of parking spaces common area parking spaces). R-1 and R-2 units shall be "ZEV ready" and be pre-wired for garage charging stations.

4.0 Outdoor Use Areas

While outdoor use areas, as defined by the AASP, are unlikely to occur within the project area, any outdoor use areas planned in conjunction with Avila Ranch land uses will meet the standards and guidelines outlined within the AASP.

Standard

4.1 Goal 5.5 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Outdoor Use Areas section.

5.0 Screening

Service, storage areas, trash and recycling collection areas, and utilities associated with planned Avila Ranch land uses will be properly screened to minimize visual impact and promote the natural, unobstructed open space views.

Standard

5.1 Goal 5.6 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Screening section.

Guideline

A. Equipment related to on-site agricultural production should be properly stored and screened from public view.

6.0 Preservation of Views and Scenic Resources

6.1 Views from the Road

The City of San Luis Obispo General Plan identifies Buckley Road as a scenic corridor that should be maintained in order to protect views of surrounding open space resources. A minimum 300-foot wide buffer, as illustrated in Figures 15 and 16, has been incorporated into the Avila Ranch Development Plan along Buckley Road to maintain the scenic nature and the rural/agricultural character of this corridor. Uses within this buffer provide a wide range of amenities for the area including accessible multi-use trails, natural open spaces, and agriculture production. Views of structures visible from Buckley Road are minimized through the incorporation of landscaping and natural screening techniques. The Buckley Road frontage buffer is to be installed in Phase 1 of the project. (MM VIS 3). A split rail fence is also to be provided between the Class I bike path and the onsite agricultural buffer. (MM AG 2a).

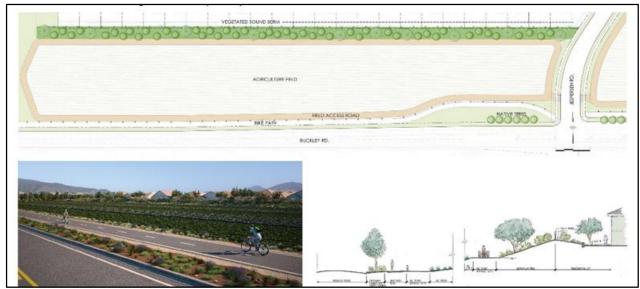


Figure 15 Buckley Road Buffering and Screening

Standards

- 6.1.1 Goal 5.7 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Views from the Road section.
- 6.1.2 Views along Buckley Road towards the Irish Hills to the west and towards the Santa Lucia range and foothills to the east shall be maintained through the incorporation of an open space and park buffer of a minimum 300 feet wide along Buckley Road as shown in Figures 15 and 16. The sound berm illustrated in Figure 14 shall be planted with a combination of native tree species and shrubs to provide a natural, rather than ornamental, backdrop to the working agricultural area along Buckley Road. This berm shall be installed as part of Phase 1 of the project so that trees and shrubs can be established early in the development of the project. Any fencing on the berm shall be at the top of the slope, and shrubs and trees shall be planted on the Buckley downslope of the berm to screen the fencing.

6.1.4 The Open Space Plan illustrated in Appendix C shall be implemented as part of the project. The Open Space Plan is intended to ensure the long-term maintenance of the Tank Farm Creek corridor, ensure adequate wildlife corridors, ensure views form the residential area and the roadways to the Tank Farm Creek, and to ensure that Tank Farm Creek functions efficiently as a storm drainage conveyance.

Guidelines

- A. Visible building facades from Buckley Road should be minimized to maintain the scenic nature of the corridor through landscaping and/or other natural screening techniques.
- B. Cul-de-sacs should be open ended and/or dead-end onto open space or park areas. All cul de sacs shall provide for pedestrian and bicycle pass throughs, and should terminate on the public street side with a pedestrian speed table, where possible.

6.2 Gateways

The AASP does not identify areas within the Avila Ranch development as possible locations of a gateway for the City of San Luis Obispo. If a gateway is identified and proposed on the Avila Ranch site within the future, goals, standards, and guidelines found within, the AASP will take precedent.

Standard

- 6.2.1 Goal 5.8 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Gateways section.
- 6.2.2 Entry monuments and treatments shall be provided at the Jespersen/Venture roundabout, the Earthwood/Venture roundabout, and at the Buckley/Jespersen entrance. These entrance treatments shall use an agrarian theme in conformance with LUCE design objectives for the project, including usage of antique agricultural windmills where compatible with airport operations and traffic safety.

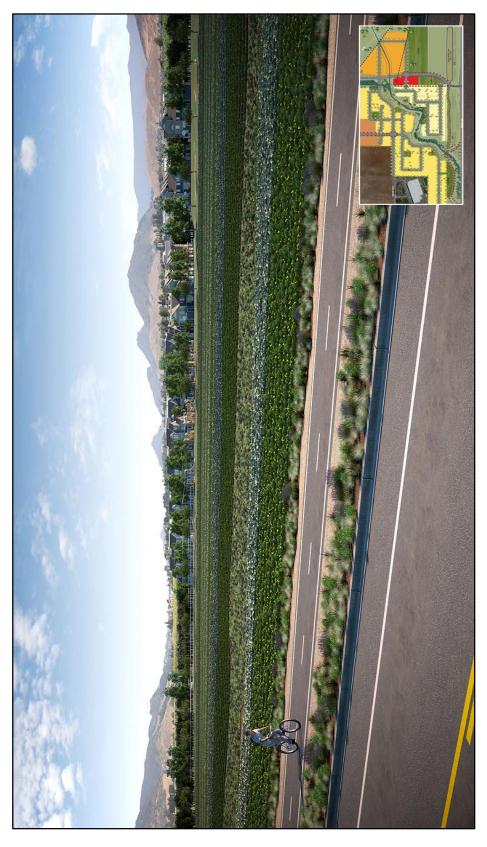


Figure 16 Conceptual View of Avila Ranch Buckley Frontage

7.0 Architecture

7.1 Architectural Character

The architectural character of Avila Ranch is to be representative of the agricultural heritage associated with southern San Luis Obispo as well as architectural styles typically found within the city. A contextual appropriate selection of architectural styles aides in defining the context of the site from the rural character along the southern property line to the industrial character found along the northern property edge. A list of permitted architectural styles appropriate for each land use within Avila Ranch has been provided to ensure consistency with the overall project vision.

Standards

- 7.1.1 Goal 5.9 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Architectural Character section.
- 7.1.2 The architectural styles for residential land uses within Avila Ranch shall be Agrarian, California Bungalow, Contemporary, Craftsman, or Mission as illustrated in Figures 18 through 22.



Figure 17 Residential Street Scene



Figure 18 Agrarian Architectural Style

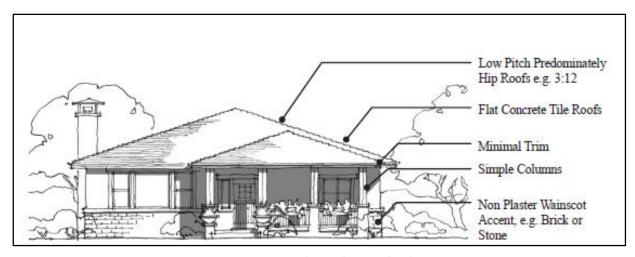


Figure 19 Bungalow Architectural Style



Figure 20 Craftsmen Architectural Style

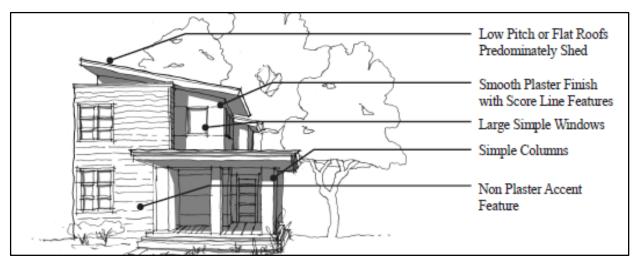


Figure 21 Contemporary/Mid Century Modern Architectural Style

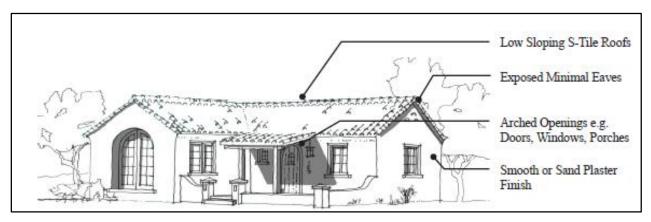


Figure 22 Mission Architectural Style

- 7.1.3 In order to create some individualism the project is broken down in neighborhoods, as shown in Figure 23. Within each neighborhood or enclave, there shall be dominant and subordinate architectural styles to avoid monotony. The percentage proportions of architectural styles within the R-2 zones of Avila Ranch shall be integrated as follows in order to create the desired residential character and transitioning of the site from south to north:
 - a. **Neighborhood Area 1**: 60% of units shall be designed with Agrarian style architecture. The remaining 40% of units shall be divided into 10% increments between the other allowed residential architectural styles. Any fraction of a number over a half shall be rounded up to the nearest whole number with any remaining balance placed in an architecture style of choice.
 - b. **Neighborhood Area 2**: 60% of all units shall be designed with the California Bungalow or the Craftsman style architecture. The remaining 40% of units shall be divided into 10% increments between the other allowed residential architectural styles. Any fraction of a number over a half shall be rounded up to the nearest whole number with any remaining balance placed in an architecture style of choice.
 - c. **Neighborhood Area 3**: 60% of all units shall be designed with the Contemporary style architecture or the Mission architectural style. The remaining 40% of units shall be divided into 10% increments between the other allowed residential architectural styles. Any fraction of a number over a half shall be rounded up to the nearest whole number with any remaining balance placed in an architecture style of choice.

- 7.1.4 R-4 zone shall be designed uniformly with one of the allowed residential architectural styles. (**Neighborhood Area 4**).
- 7.1.5 R-1 zone shall be designed with a proportional yet mixed use of at least three of the allowed residential architectural styles. (**Neighborhood Area 5**).
- 7.1.6 The Neighborhood Commercial Town Center buildings and any buildings located within the Conservation/ Open Space zoned areas shall be designed uniformly with an Agrarian or Contemporary Agrarian style of architecture. (Neighborhood Area 6).
- 7.1.7 R-3 zone shall be designed uniformly with one of the allowed residential architectural styles. (Neighborhood Area 7).
- 7.1.8 Porches shall have a minimum depth of six (6) feet.
- 7.1.9 Residences shall have entries that front onto the street except for residences configured in a parking court within R-2 zones. Where possible, these interior R-2 units shall have frontage treatments onto adjacent parks or open spaces. Units that are adjacent to the parkway commons in Neighborhood Area 2 shall have frontage treatments along that parkway and the interior motor court/common driveway.
- 7.1.10 Buildings within R-3 and R-4 zones shall have covered porches, entries, or walkways that front onto the street.

Guidelines

- A. Residential elevations within the R-1 and R-2 zones should not be repeated more frequently than every fourth house. This variation may be achieved by not repeating both a color scheme and an elevation style. Setbacks should have minor variances (3-5 feet) to ensure a variety in the streetscape and elevation pattern.
- B. The Neighborhood Commercial Town Center architectural character should reflect Agrarian style architecture that may be represented through modern barn, rustic barn, or other contemporary barn elements.
- C. The Architectural Review Commission, Planning Commission, and any other approving body may allow an exception to the height requirements for the Neighborhood Commercial Town Center focal point provided that architectural features meet the desired Agrarian architectural character.



Figure 23 Avila Ranch Neighborhoods

D. Residences within the R-1 zone should incorporate a covered front porch.

E. Residences within the R-2 zone that front collector or local residential roads should include a porch.

7.2 Scale and Massing

The pedestrian and agricultural character of Avila Ranch will be reflected through appropriately scaled buildings and landscaping. It is anticipated that building forms will be modest in size with individual components of buildings expressively articulated through playful use of massing.

Standards

- 7.2.1 Goal 5.10 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Scale and Massing section.
- 7.2.2 To avoid garage dominated streets, a portion of the house or porch within the R-1 Residential Zone shall be at least five (5) feet in front of the garage.
- 7.2.3 In order to ensure that the building height and setbacks are appropriate to the street context, building heights along the street frontage shall be one foot in height for each 1.5 feet in distance from the building setback to the street centerline.

Guidelines

- A. Variation in front yard setbacks, lot widths, and one and two story homes should be used to create a diversity of architectural massing.
- B. Massing design should include variation in the wall plane (projection and recess), variation in wall height, and rooflines at different levels.
- C. Portions of the upper story of a two-story home should be stepped back in order to reduce the scale of the façade that faces the street and to break up the overall massing. This could be achieved with a porch covering a min of 60% of the front facade.
- D. Architectural elements that add visual interest, scale, and character to the neighborhood, such as recessed or projecting balconies, verandas, or porches should be included within building designs.
- E. A variety of roof planes and pitches, porches, overhangs, and accent details should be incorporated into residential designs to increase the visual quality and character of a building, while reducing the bulk and size of the structure.
- F. Garages should be recessed behind the home's main façade to minimize the visual impact of the garage door and parking apron from the street.
- G. Garages located in parking court configurations should be recessed in order to increase the prominence of the main entry.
 - 7.3 Building Heights

Building heights for residential structures are expected to range from one to three stories to accommodate both single- family and multi-family developments. Commercial structures located within the Town Center are two stories in height but buildings adjacent to corner plazas across from the park may be up to three stories.

Standards

- 7.3.1 Goal 5.11 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Building Heights section.
- 7.3.2 Residential building heights shall abide by the development standards set forth in the Airport Area Specific Plan Amendment.
- 7.3.3 Buildings located within the Neighborhood Commercial zone shall abide by the building height requirements set forth within Chapter 17.38 of the City's development code.
- 7.3.4 A minimum of 25% of R-1 zone units shall be single story. Single story units shall be concentrated along the landscaped berm, parallel to Buckley, unless it can be demonstrated that a two-story dwelling unit conforms to the city noise regulations.
- 7.3.5 The height of buildings next to major circulation routes should be equal to at least two-thirds of the distance from the street centerline to the face of the building. At least 75 percent of the units have one foot of building height for each 1.5 feet of distance from the street centerline to the façade of the dwelling unit.

Guidelines

- A. Town Center buildings abutting the two plazas at the corner of Jespersen Road and the R-1 Residential Road should be least 20 feet in height.
 - 7.4 Architectural Façade and Treatment

Facades and architectural treatments of buildings within Avila Ranch are designed as a collection of high quality, individual neighborhoods comprised of individually articulated and highly detailed structures. To meet this high standard of quality, full articulation of building facades and use of architecturally compatible treatments will be utilized consistently throughout the development.

Standard

7.4.1 Goal 5.12 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Architectural Façade and Treatment section.

Guidelines

- A. Entries should be enhanced to reflect the architectural style and details of the building.
- B. Windows should be articulated with accent trim, sills, shutters, window flower boxes, awnings, or trellises authentic to the architectural style of the building.
- C. Windows, garage windows, and doors should complement the architectural style of the building.
- D. Garage doors should incorporate architectural detailing that is consistent with the overall architectural style of the building.

7.5 Materials and Colors

Materials considered appropriate for Avila Ranch are those that have generally stood the test of time such as stone, brick, wood, glass, plaster, and metal. Each development may choose to express its unique identity through material and color selection, as long as they are compatible with the overall character of the area.

Standard

7.5.1 Goal 5.13 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Materials and Colors section.

Guidelines

- A. Roof tiles and colors consistent with the architectural style of the house should be incorporated. Roofing colors should be soft earth tones. Where solar shingles are used to comply with solar energy requirements in this plan, they shall be integrated so that they are part of the architectural character.
- B. Roof penetrations for vents should be consolidated and located on the rear side of roof ridges. Vents should be painted to match the roof color.
- C. As part of the last development phase, the building materials, colors, entries, and windows of the Neighborhood Commercial Town Center should reflect adjacent residential area.

8.0 Landscape

8.1 Planting Concept

Landscaping for the Avila Ranch development is envisioned to reflect both the natural and agricultural landscapes of San Luis Obispo. Natural landscape patterns have been integrated within the Tank Farm Creek riparian corridor and within Conservation/Open Space areas. Agricultural landscape patterns have been incorporated along Jespersen Road and adjacent to the on-site agriculturally related facilities.

Standards

- 8.1.1 Goal 5.14 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Planting Concept section.
- 8.1.2 Trees planted within Avila Ranch outside of residential zones shall be chosen from the City's approved Street Tree Master List and shall be in conformance with the master plan in Appendix D.
- 8.1.3 Shrubs, perennials, and ground cover planted outside of residential zones within Avila Ranch shall be in conformance with the master plan in Appendix D.
- 8.1.4 Trees, shrubs, perennials, and ground cover planted within the residential portions of Avila Ranch shall be located as shown in Appendix D and shall be chosen from the City's approved Street Tree Master List.
- 8.1.5 Street trees shall be provided in tree wells along streets abutting the Neighborhood Commercial Town Center with the intent of developing a continuous canopy over the sidewalk. Thematic parkway trees shall also be planted on Earthwood, Venture, Jespersen, and Horizon at least every fifty (50) feet. Tree selection for these parkway strips on the Residential Collectors and Residential Arterial shall be of a single species to provide continuity throughout the project. Tree species should be selected for canopy height and width to ensure that at least 50 percent of the adjacent walkway is shaded within 10 years after planting.
- 8.1.6 Trees, shrubs, and plants chosen to be planted along the Tank Farm Creek riparian corridor shall utilize native, locally procured varietals.
- 8.1.7 Plants and shrubs planted on properties adjacent to Tank Farm Creek shall be properly situated and maintained to avoid spreading into the adjacent riparian corridor.
- 8.1.8 Plants and shrubs shall be low water using.
- 8.1.9 Turf shall not be located within front yards of residential zones.
- 8.1.10 To reduce the potential for noise, dust and pesticide drift, the project shall include dense hedgerows of trees and landscaping at the top of the southern noise berm, along the eastern property line between the R-3 and Neighborhood park and the adjacent agricultural parcel, along the northern property line in the adjacent drainage swale, along the east side of Vachell between the R-2 residences and Vachell, and along the western property line between the R-4 and R-2 areas in Phase 3 and the properties to the north and west. (MM AG 2b).

Guidelines

A. Residential Collectors and Residential Arterials shall have a single street tree species for continuity. A different street tree species unique to each neighborhood shown in Figure 27 should be utilized to provide a layer of consistency and individuality for that neighborhood.

- B. Native trees, plants, and other low water using plant varieties are encouraged within Avila Ranch and should be integrated into the project to the greatest extent possible.
- C. Community gardens that are easily accessible to residents should be incorporated within Avila Ranch in mini parks and pocket parks, as shown on the Parks Master Plan in Appendix B.
- D. Open space areas adjacent to Buckley Road should incorporate working agricultural areas.
- E. Agriculture production related facilities should integrate a grove or farm compound styled tree plantings to unify and add visual interest to the site, in accordance with the Parks Master Plan and Open Space Plan.

9.0 Buildings, Signs and Lighting

9.1 Buildings

Buildings placed throughout Avila Ranch will be rooted in the surrounding landscape and natural open spaces through the incorporation of contextual landscaping. Landscaping will soften building edges at the ground plane and provide attractive plantings to support the planned environment of the project.

Standard

- 9.1.1 Goal 5.15 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Buildings section.
- 9.1.2 Public art shall be incorporated within Avila Ranch in conformance with the City's Public Art for Private Development ordinance. The preferred method of compliance is by including larger scale sculptures in the Sculpture Garden in Park H.
- 9.1.3 Public art shall reflect the agrarian history and context of the site.
- 9.2 Signs

Standards

- 9.2.1 Goal 5.17 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Signs section.
- 9.2.2 All signage within Avila Ranch shall comply with the City of San Luis Obispo's Sign Regulations for applicable Residential, Neighborhood Commercial, and Conservation/Open Space land uses.

Guideline

- A. Landscaping should be incorporated within parking courts to minimize paving and views of garages.
 - 9.3 Lighting

Lighting for residential, commercial, and open space uses within Avila Ranch is envisioned to provide adequate illumination levels to aide in the transitioning of urban to rural uses while also providing an appropriate illumination level to address public safety concerns. Planned lighting is intended to maintain the current low lighting levels that distinctly differentiate between existing urban and rural land uses within the area.

Standards

- 9.3.1 Goal 5.18 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Lighting section.
- 9.3.2 Exterior lighting within the Specific Plan Area shall comply with the City of San Luis Obispo's Community Design Standards, Airport Area Specific Plan, and Night-Sky Preservation site requirements.
- 9.3.3 All exterior lighting within Avila Ranch shall be compatible with and complement the architectural styles and landscape designs proposed.
- 9.3.4 Exterior lighting fixtures shall be properly shielded to minimize light overflow and glare onto adjacent properties.
- 9.3.5 Trail and walking pathway lighting shall be appropriately scaled to the pedestrian. Additional overhead park lighting may be utilized in areas where pedestrian safety is a concern.
- 9.3.6 Lighting fixtures shall be energy efficient in accordance with the latest version of the California Energy Standards (Title 24).
- 9.3.7 All project lighting shall comply with the City's Night Sky Preservation Ordinance (Zoning Ordinance Chapter 17.23). Lighting in the project shall conform to the following operational and development standards:
 - a. Outdoor lighting shall be directed downward and away from adjacent properties and public rights-of-way.
 - b. No lighting on private property shall produce an illumination level greater than two maintained horizontal foot-candles at grade on any property within a residential zoning district except on the site of the light source.
 - c. The maximum light intensity on a residential site shall not exceed a maintained value of 10 foot-candles, when measured at finished grade.
 - d. The maximum light intensity on a nonresidential site, except auto sales lots and sports fields, shall not exceed a maintained value of 10 foot-candles, when measured at finished grade.

- e. The maximum light intensity on an auto sales lot shall not exceed a maintained value of 40 foot-candles, when measured at finished grade.
- f. The maximum light intensity on a sports field shall not exceed a maintained value of 50 foot-candles, when measured three feet above grade. Baseball field lighting and lighting for other recreational uses may be increased to a maintained value of 100 foot-candles with approval of the Community Development Director.
- g. Outdoor lighting shall be completely turned off or significantly dimmed at the close of business hours unless lighting is essential for security or safety (e.g. illumination of parking areas and plazas).
- h. Outdoor lighting shall not blink, flash, or rotate.
- I. Outdoor flood light projection above the horizontal plane is prohibited, unless exempted by Section 17.23.080.
- j. Outdoor sports fields shall not be illuminated after 11:00 p.m. except to conclude a scheduled recreational or sporting event in progress prior to 11:00 p.m.
- k. Outdoor lighting fixtures, including lighting for outdoor recreational facilities, shall be cutoff fixtures designed and installed so that no emitted light will break a horizontal plane passing through the lowest point of the fixture. Cutoff fixtures must be installed using a horizontal lamp position. Lighting fixtures should be of a design that complements building design and landscaping, and may require architectural review.
- I. Outdoor lighting shall be fully shielded or recessed.
- m. Lighting fixtures shall be appropriate in height, intensity, and scale to the use they are serving. Parking lot lights shall not exceed a height of 21 feet, and wall-mounted lights shall not exceed a height of 15 feet, from the adjacent grade to the bottom of the fixture. The Architectural Review Commission can approve an exception to these height standards based on specific extenuating circumstances.
- n. All luminaries mounted on the under surface of service station canopies shall be fully shielded and utilize flush-mounted canopy fixtures with flat lenses.
- o. Search lights, laser source lights, or any similar high-intensity light shall be prohibited, except, in emergencies, by police and/or fire personnel, or at their direction, or for purposes of gathering meteorological data. Exceptions may be granted in conjunction with approved temporary lighting.
- 9.3.8 All exterior building lights facing Tank Farm Creek shall be hooded to prevent light spillover into the creek. All residential street lights over 10 feet in height shall be setback a minimum of 100 feet from the top of the creek bank and hooded and/or directed away from the creek. Any night lighting adjacent to the creek (e.g., walkway lights) shall be of low voltage and hooded downward. Artificial light levels within 20 feet

of the top of the creek bank shall not exceed 1-foot candle or the lowest level of illumination found to be feasible by the City. (MM BIO 5a).

10.0 Public Art

In order to weave and integrate Avila Ranch with the existing cultural and aesthetic fabric of San Luis Obispo, public art is intended to be incorporated as a central organizing element within or adjacent to the Town Center plazas or parks. Installations will reflect the agrarian history and context of the area and that of the project site, and may include antique agricultural implements, Aeromotor windmills, and other features. Signage designs for land uses within Avila Ranch comply with applicable City Sign Regulations while playfully integrating and playing off the dominant architectural character of the area. Individual residential neighborhoods are imagined as having unique identification signage to inform and direct residents and visitors. Commercial uses are to display functional yet simple signage designs that effectively alerts potential patrons to their location within the Avila Ranch development.

Standards

- 10.1 Goal 5.16 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Public Art section.
- 10.2 The preferred method of complying with the public art requirements for the project is the implementation of the Sculpture Garden in Park H.
- 10.3 Public art shall reflect the agrarian history and context of the site.

11.0 Drainage

Drainage requirements related to Avila Ranch are intended to meet the Regional Water Control Board's Low Impact Development Post Construction Requirements. The performance of designed detention basins and permeable surfaces integrated throughout the project ensure on-site retention of the project's share of stormwater runoff while ensuring the safety of adjacent property.

Standard

- 11.1 Goal 5.19 (and associated standards and guidelines) outlined within the AASP shall be referred to and incorporated as part of this Avila Ranch Drainage section.
- 11.2 A landscaped drainage swale or other suitable engineered solution shall be included along northern property line of Avila Ranch within the R-2 and R-4 Residential Zones to facilitate drainage from adjacent property, and to provide screening to the light industrial properties to the north.

12.0 Fencing

Fencing planned for Avila Ranch will add to visual quality and character of the overall development. In addition to the existing City fencing requirements, the following standards and

guidelines apply to all residential lots within Avila Ranch in order to maintain and emphasis views of Tank Farm Creek.

Standard

12.1 Residential lots adjacent to Tank Farm Creek, parks, open spaces, or walking pathway, as shown in Figure 24, shall use open fencing types like those illustrated in Figure 25.

Guideline

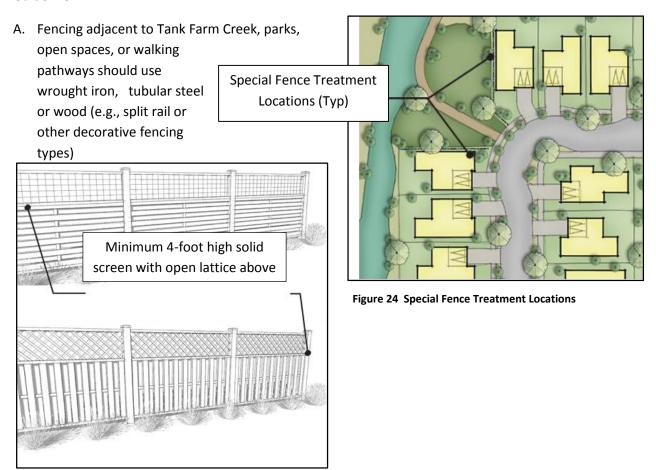


Figure 25 Open Space Fence Example

13.0 Energy Conservation (MM AQ 2a)

The general approach to energy use and conservation in the Avila Ranch area is based on the direction set forth in Section 7.07 of the Development Agreement for the project. Specifically, that provision of the Development Agreement states the following:

(a) Avila Ranch shall provide for accelerated compliance with the City's Energy Conservation Goals and its Climate Action Plan by implementing energy conservation measures significantly above

City standards and norms by providing PV energy generation for 100 percent of onsite electrical demand as described in Section 13 of the Design Framework of the Development Plan. The Project shall also include energy efficiency standards in excess of the current Building Code.

(b) Developer shall provide sustainability features as described in Section 13 of the Design Framework of the Development Plan, including: (i) housing that meets the 2019 net zero building and energy codes, or if the 2019 building and energy codes are not yet adopted upon building permit application, the equivalent to the satisfaction of the Community Development Director, (ii) implementing any future city-wide policy regarding carbon emissions reduction, (iii) solar electric panels, (iv) integrated power outlets for electric vehicles and electric bicycles, (v) building design that maximizes grey water usage, and (vi) work-at-home options with high-speed internet connectivity.

In this context, the Development Plan is intended to be dynamic and flexible, to allow for the possibility that City energy requirements are updated from time to time outside the framework of the Development Plan. The discussion that follows in this section generally describes the baseline energy requirements that were in place at the time the Development Plan was approved in 2017. The intent of this plan in combination with the Development Agreement is to ensure that the project includes energy and sustainability features that go well beyond what was required at that time. A project that meets those criteria as evaluated by City staff would meet the intent of the Development Plan and Development Agreement.

13.1 Energy Conservation

Energy Conservation is a significant policy focus area for the City of San Luis Obispo. Both the Open Space and Conservation Element, and the Airport Area Specific Plan provide guidance in the conservation of energy. The project was evaluated and approved in the context of the 2016 building codes, which provided for energy conservation measures that were significantly greater than what were in place before that time. The intent of the standards and guidelines as written below was to anticipate what was to be required in the 2019 Building Energy Efficiency Standards and the City's *Clean Energy Choice Program*, which were not yet adopted at that time. The overall intent of the Development Plan was to improve energy conservation measures in R-1 and R-2 buildings by at least 15% over the 2016 Title 24 standards, and at least 10% for the R-3, R-4, NC and other uses. The energy conservation measures below are one way, but not necessarily the only way, to achieve this. Applicants are encouraged to refer to the City's latest energy standards while working with City staff to meet the intent of the Development Plan and Development Agreement.

Standard

13.1.1 All buildings and structures shall meet and exceed the anticipated 2019 energy conservation standards, as well as the *Clean Energy Choice Program*. Prior to the establishment and adoption of 2019 Title 24 Energy Code, R-1 and R-2 structures in the Avila Ranch project shall be 15 percent more efficient than the 2016 Title 24 Energy

- Standards, and R-3, R-4, NC and other uses shall be at least 10 percent more efficient than the 2016 Title 24 Energy Standards.
- 13.1.2 Energy conservation measures should give priority to the thoughtful design of structures to take advantage of passive cooling and heating, including cross ventilation, solar exposure, solar thermal massing strategies.

Guideline

- A. Building and structures shall use high-performance Advance Framing (AF) and/or Structurally Insulated Panel (SIP) techniques, where structurally possible, to reduce the amount of framing lumber and the heating and cooling loss associated with frequent framing intervals. Advanced Framing and Advance Wall Systems (AWS) refers to a set of framing techniques and practices that minimize the amount of wood and labor necessary to build a structurally sound, safe, durable, and energy efficient building. Reducing the amount of wood in wood-framed exterior walls improves energy efficiency through a reduced framing factor, allowing more insulation to be installed, and has greater resource efficiency for the materials being used. Advanced Framing and Advanced Wall System techniques may include, but are not limited to the following:
 - a. Use of precise engineering of headers on load bearing walls to reduce the among of waste associated with oversizing.
 - b. Use of insulated corners to eliminate the isolated cavity found in conventional three- or four-stud corners, making it easier to install insulation and providing for more cavity insulation space. Advanced framing wall corners can include insulated three-stud corners or two-stud corner junctions with ladder blocking, drywall clips, or an alternative means of supporting interior or exterior finish.
 - c. Advanced framing ladder junctions should be used at wall intersections with 2x blocking at 24-inch on center vertical spacing. This method requires less than 6 feet of blocking material in a typical 8-foot tall wall. In conventional walls, interior wall intersections include a stud at each side of the intersecting wall, which can require as much as 16 feet of stud lumber plus additional blocking material.
 - d. Eliminating unnecessary double-floor joists underneath non-load bearing walls, as well as using 2-inch x 4-inch and 2-inch x 3-inch interior non-load bearing walls to minimize the among of engineered and non-engineered lumber waste.
- B. Quality Insulation Installation ("QII") shall be used per California Energy Commission standards and Insulation Stage Checklists to ensure high performing insulation systems. QII ensures that insulation is installed properly in floors, walls, and roofs/ceilings to maximize the thermal benefit of insulation. Depending on the type of insulation used, QII can be simple to implement for only the additional cost of HERS verification. Batt insulation may require an increase in

- installation time over standard practice because batts may need to be cut to fit around penetrations and special joists.
- C. Compact plumbing strategies shall be used to reduce water and water heating waste. These will include reducing the total run from the water heating unit to the hot water dispensing appliances, "demand" recirculating hot water systems, back-to-back and stacked plumbing fixtures, and other techniques.
- D. Pursuant to AASP Policy 7.2.2, the buildings and structures in the project shall provide for indoor and outdoor water use that is at least 35 percent below citywide average at the time the Development Plan was approved in 2017. WaterSense fixtures, or their equivalent, shall be used for all appliances, and all appliances shall comply with CalGreen standards for water use efficiency. (MM AQ 2a).
- E. Rainwater and stormwater management shall be in conformance with the Regional Water Quality Control Board's Low Impact Development standards. Such standards call for the detention/retention and treatment of the 95th percentile storm event. Treatment will be in decentralized filtration basins, bioswales, underground artificial or natural cisterns, and other approved strategies. The Parks Master Plan and the Open Space Master Plan in Appendices B and C, respectively, show the locations and extent of these basins.
- F. Passive solar strategies shall be used in all buildings to the greatest degree practicable. At least 75 percent of the structures in a neighborhood should have the longer roof line axis within 15 degrees of east-west. Design building to include roof overhangs that are sufficient to block the high summer sun, but not the lower winter sun, from penetrating south facing windows (passive solar design). Roofing materials shall be used which have a solar reflectance values meeting the EPA/DOE Energy Star® rating to reduce summer cooling needs.
- G. City infrastructure should comply with the recommendations of the City's Climate Action Plan and should utilize strategies and improvements to conserve energy. These include: 1) usage of roundabouts where possible to avoid the usage of electrically powered traffic signals; 2) usage of high-efficiency LED street lights; 3) usage of high-efficiency LED traffic signals. Where traffic signals are modified as part of this project, signal heads with low-efficiency incandescent fixtures shall be modified to have high efficiency LED fixtures, where possible; 4) bus stops shall include PV systems to support the power requirements; and, 5) street lighting, park lighting and area lighting shall be designed to limit errant light.
- H. Design plans for units shall provide for the use of battery powered or electric landscape maintenance equipment for new development. At least one exterior convenience outlet shall be provided for each yard area that requires regular maintenance. Two outdoor outlets shall also be provided for any private outdoor activity/patio areas.

- I. Each dwelling unit shall be designed to provide a convenient storage area for bicycles that is easily accessible. This may include storage space in garage for bicycle and bicycle trailers, or covered racks / lockers to service the residential units, or front porch bike lockers.
- J. Residences should be equipped for the possible use of all electric appliances. This shall include adequate electrical connections in cooking and laundry areas.
- K. To encourage the use of electric vehicles private residential garages shall be equipped with a dedicated 240-V circuit or outlet for electrical vehicle charging in conformance with the California Green Building Code and he National Electrical Code. Residences with common parking areas such as the R-3, R-4 and Neighborhood Commercial areas shall be equipped with electric vehicle charging stations are a rate equal to one charging position for each eight vehicles (12.5 percent of spaces) per the LEED ND requirements.

13.2 Onsite Energy Production

Solar PV systems shall be included on all structures in compliance with City requirements. The intent is for onsite solar production to offset the projected electrical demand for the type of building unit (but not including electrical demand for EV charging stations). This may be provided through a combination of solar canopies for R-3, R-4, Neighborhood Commercial/Town Center and public park uses, solar panels, solar shingles and other methods. Guidelines for specific unit types and land uses are as follows. Note these guidelines are one way, but not necessarily the only way, to meet the intent of the standards in question:

- a. R-1 Single Family. These uses should provide between 275 and 300 square feet of equivalent south-facing tilted total solar panel surface area per dwelling unit to generate at least 7,250 kWh per year, or as may be calculated in the energy analysis for the structure. Sur- face material and finish shall be non-glare for airport compatibility.
- b. R-2 Pocket Cottages Single Family. These uses should provide between 200 and 225 square feet of equivalent south-facing tilted total solar panel surface area per dwelling unit to generate at least 5,500 kWh per year, or as may be calculated in the energy analysis for the structure. Because of the orientation of these uses from a common driveway from an eastwest street, care should be taken to orient the longer roof along the east-west axis where possible. There are limited opportunities for solar canopies in guest parking areas, except where these spaces are used for car sharing stations. Surface material and finish shall be non-glare for airport compatibility.
- c. R-2 Standard Single Family. These uses should provide between 250 and 275 square feet of equivalent south-facing tilted total solar panel surface area per dwelling unit to generate at least 7,000 kWh per year, or as may be calculated in the energy analysis for the structure. Because of the orientation of these uses from a common driveway from an east-west street, care should be taken to orient the longer roof along the east-west axis where possible.

There are limited opportunities for solar canopies in guest parking areas, except where these spaces are used for car sharing stations. Surface material and finish shall be non-glare for airport compatibility.

- d. R-3 Single Family Attached Duplex Units. These uses should provide 200 and 225 square feet of equivalent south-facing tilted total solar panel surface area per dwelling unit to generate at least 5,500 kWh per year, or as may be calculated in the energy analysis for the structure. Solar canopies in guest parking spaces may provide the predominant share of the total requirement of 7,500-8,000 square feet of total solar array area, and the solar canopies are the preferred method of achieving this objective because of the required orientation of these uses, and the sensitive architectural setting. Where possible, units should provide rooftop solar water heating units. Surface material and finish shall be non-glare for airport compatibility.
- e. R-3 Townhome Units. These uses should provide 150 to 175 square feet of equivalent south-facing tilted total solar panel surface area per dwelling unit to generate at least 4,000 kWh per year, or as may be calculated in the energy analysis for the structure. Solar canopies in guest parking spaces may provide the predominant share of the total requirement of 25,500 square feet of total solar array area, and the solar canopies are the preferred method of achieving this objective because of the required orientation of these uses, and the sensitive architectural setting. Where possible, units should provide solar water heating or preheating units. Surface material and finish shall be non-glare for airport compatibility.
- f. R-4 Apartment Units. These uses should provide 125 to 150 square feet of equivalent south-facing tilted total solar panel surface area per dwelling unit to generate at least 3,500 kWh per year, or as may be calculated in the energy analysis for the structure. Solar canopies in guest parking spaces may provide all or the predominant share of the total requirement of 17,750 square feet of total solar array area, and the solar canopies are the preferred method of achieving this objective because of the required orientation of these uses, and the sensitive architectural setting. Where possible, these units should provide solar water heating units or pre-heating units. Surface material and finish shall be non-glare for airport compatibility. These solar canopies are to be located around the perimeter of the site along the west and north boundaries so that they function as noise attenuation barriers as well.
- g. Neighborhood Commercial/Town Center. Total electrical energy demand is estimated to be 7,500 to 10,000 kWh. All of this demand can be accommodated through solar canopies on the central parking lot area. Surface material and finish shall be non-glare for airport compatibility.
- h. Public Parks/Spaces. Each public park has structures that may be outfitted with rooftop solar systems. These include picnic shelters, shade structures, covered pavilions, and potential solar canopies may provide 10,000 to 12,500 square feet of solar array area.

Circulation Framework

There are four principal circulation features for the site: 1) the extension of Buckley Road along the "Caltrans" alignment to South Higuera Street; 2) connection of a new Class I bike paths and Class II "buffered" bike lanes from and through the project site to the Octagon Barn, which is the trailhead for the Bob Jones City to Sea Trail; 3) the extension of Venture Drive through the site and connecting with the extension of Jespersen Road from Buckley Road, creating a



continuous Residential Collector; 4) the extension of Earthwood Lane as a Residential Collector from Venture Road to Suburban Road for connectively and access to the neighborhood shopping center and

south of Venture to Vachell Lane, it transitions to a 48-foot residential collector and, 5) the extension of Jespersen Road from Buckley into the project site, with the eventual extension of it offsite to connect to Suburban Road via Horizon Lane. A vehicle bridge and two pedestrian/bike bridges are planned over Tank Farm Creek to provide neighborhood connectivity, and an eastbound bike bridge is planned on the south side of Buckley to provide two-way bike connectivity along Buckley Road. Figure 26 shows the overall circulation system and



Figures 27 through 30 show the City standard street sections that are to be used for the project.

The LUCE update identified the need to add north-south connections between Tank Farm Road and Buckley Road. The extension of Earthwood Lane south of Suburban Road to the Avila Ranch project, the extension of Jespersen Road north of Buckley Road to the northern project limits will contribute to this connectivity. In the longer term, the connection of Horizon Lane to Tank Farm Road from Suburban Road, completion of the "Unocal Collector" and other improvements will complete this system.

Pedestrian circulation will be accommodated by street design standards that include sidewalks on both sides of the street for most classifications of streets within developed areas, and off-street, multi-use paths along streets adjacent to open space areas, and network of multi-use, Class I facilities that will connect to the street system within the planning area as well as existing and planned facilities outside of the Airport Area.

The City's Bicycle Transportation Plan proposes a comprehensive system of on-street and offstreet bicycle facilities in and around the project site. The ultimate alignment of some of the Class I bike

paths south of Tank Farm Road will need to be determined as part of the plans to develop the Chevron property. However, the AASP illustrates the following conceptual alignments:		
A.	Off-street Class I multi-use paths that parallel creeks and riparian corridors,	
Avila F	Ranch Development Plan (approved September 19, 2017)	Page 71

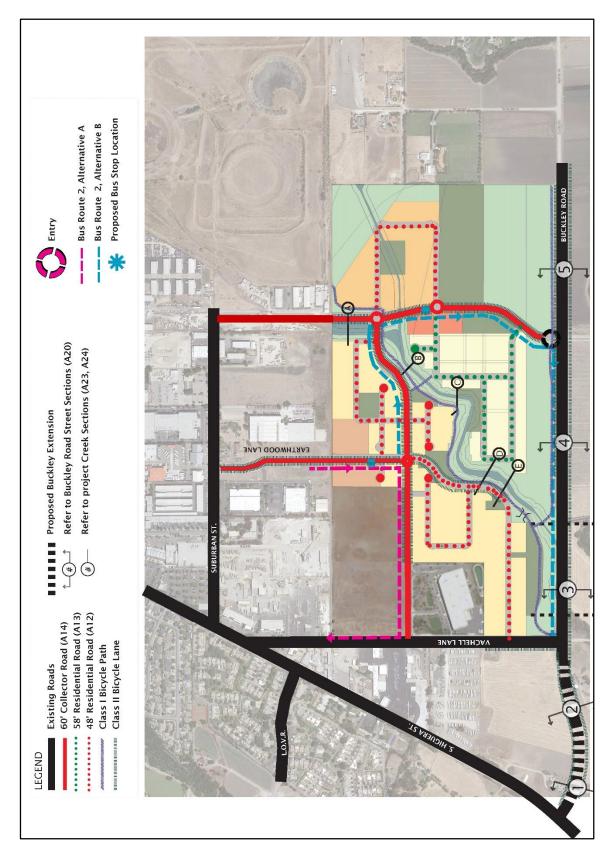


Figure 26 Circulation Plan

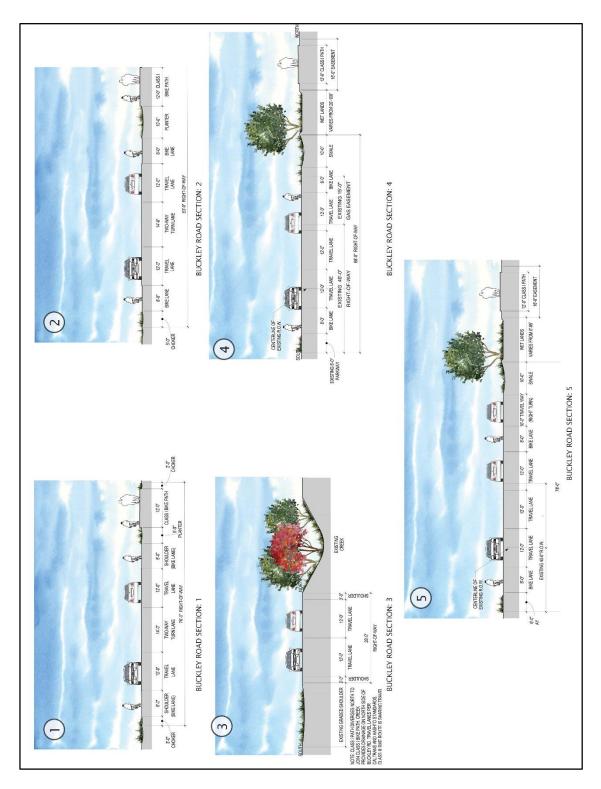


Figure 27 Buckley Road Sections

- B. On-street Class II bicycle lanes on arterial and collector streets, and;
- C. A combination of off-street paths adjacent to streets and on-street bicycle lanes.

Class I bicycle paths and Class II bicycle lanes within the Avila Ranch area will be constructed, signed and marked to meet or exceed the minimum standards established by the California Department of Transportation Highway Design Manual and the City of San Luis Obispo design standards. Class I paths are to be a minimum of 12 feet in width with two-foot shoulders, except in hillside areas where grading would cause visual impacts or along creeks where space is limited. Class II bicycle lanes are to be at least 6.5 feet wide under normal circumstances, according to the design criteria of the Bicycle Master Plan (BMP). For Buckley Road and Vachell Lane, Class II facilities will be at least eight feet wide. The project's Residential Collectors bicycle lanes are planned to be 8-foot "buffered" lanes (instead of the BMP standard of five feet for that condition), as shown in Figure 28.

An important linkage in the regional bikeway system is Buckley Road. It will eventually connect to Higuera Street and the San Luis Obispo City Bob Jones Trail trailhead at the Octagon Barn site. Because of physical constraints and the extent of construction, the amount of roadway available for bike traffic varies between Broad and Vachell. These constraints include the bridges across Tank Farm Creek and the East Fork of San Luis Creek. The Bicycle Transportation Plan provides for Class II bike lanes and Class I bike paths along corridor, and continuing to Higuera Street.

Residential Collector and Local streets are planned for Avila Ranch. These roadways function to collect traffic from local streets and fronting property and then channel the traffic to arterial streets. Collector streets have fewer limitations on intersections and driveways than higher order streets. Figure 28 shows and plan and sectional view of an Avila Ranch Collector Street. A plan and section view of Local streets for the R-1 area is shown in Figure 29, and an illustration of the other Avila Ranch Local streets is shown in Figure 30.

Per the AASP, all traffic mitigation measures, taken at full build out of the Airport Area, assure compliance with the Circulation Element LOS D policy. However, since the rate and exact development patterns within the Airport Area cannot be predicted, no fixed implementation schedule of overall traffic mitigation measures can be determined. Therefore, and although not anticipated, development projects within the Specific Plan area may cause a temporary cumulative traffic level of LOS E to be reached prior to public improvement project being undertaken. Individual development projects within the Specific Plan area are to construct adjacent streets, bicycle and transit improvements as part of their development. For AASP transportation fee public projects, the City reviews LOS levels periodically and makes recommendations for use of accumulated Airport Area traffic impact fees toward new CIP projects to address the higher LOS levels and assure ultimate LOS levels are achieved with ultimate build-out development of the Airport Area.

Phasing of the bicycle improvements, according to the AASP, is a multi-jurisdictional and long-term effort. According to the AASP, the City or County will implement Class I and II bikeways that are not adjacent to development or are in the unincorporated area outside of the Specific Plan area (e.g., along Buckley and Santa Fe Roads, and along the East Branch of San Luis Obispo Creek south of Buckley

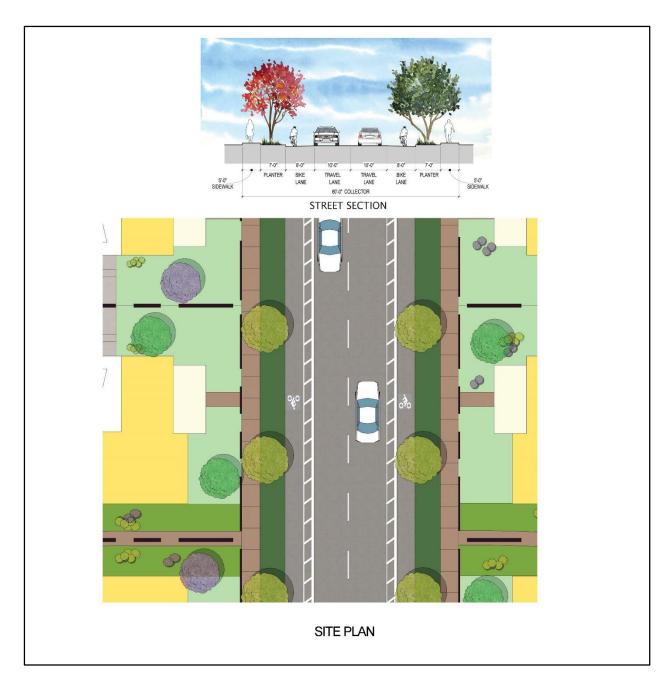


Figure 28 Collector Streets and Bike Lanes with 2-foot Buffering

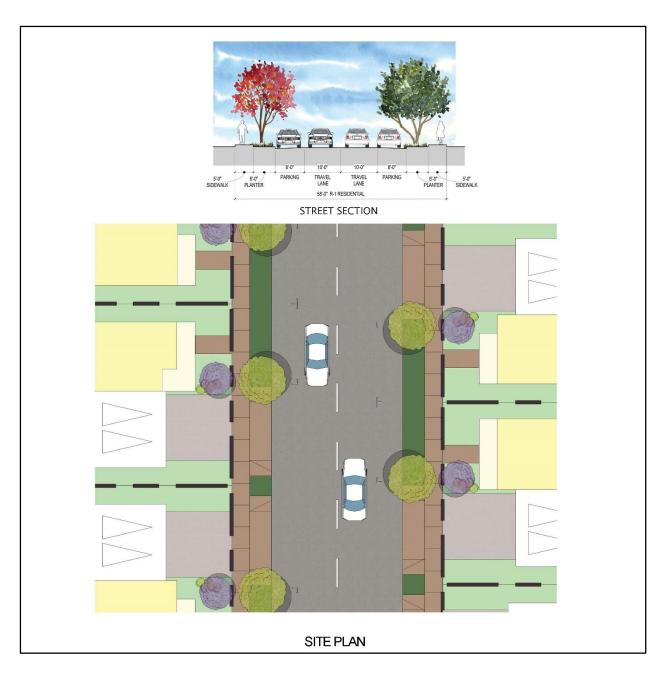


Figure 29 R-1 Zone Street Sections



Figure 30 Local Street Sections (Non-R-1)

Road) as part of their respective Capital Improvement Programs. This provision does not reduce the possibility that development may need to complete these segments as part of their individual environmental review assessments, if warranted. Several constraints to implementation include right of way acquisition along the project's Buckley frontage, the Buckley Road extension, bridge improvements, and other factors.

According to the Traffic Impact Study, at full buildout, the following improvements would be needed to address project impacts and needs. Unless otherwise noted, the recommendations apply to all horizon years (Existing, Near Term, and Cumulative Plus Project.

Traffic Study Recommendations

Vehicular:

- 1. Extend Prado Road to Broad Street. This planned project would reduce queue issues at the intersections of South Street/S Higuera Street, Madonna Road/S Higuera Street, and Tank Farm Road/S Higuera Street. The improvement is being implemented as part of the Margarita Area Specific Plan, and potentially as a citywide project under the City's current revision of the traffic impact fees program.
- 2. A second northbound left turn lane at Prado Road/S Higuera Street. The intersection functions adequately, but turning queues are excessive in the peak hours. This requires widening the Prado Road Bridge west of S Higuera Street to provide two receiving lanes. *This widening of the Prado Road bridge and Prado Road west of Higuera is currently underway as a City Capital Improvement Project with support from Specific Plan impact fees.*
- 3. Add second southbound left turn lane to the Tank Farm Road/S Higuera Street intersection. The intersection functions adequately, but turning queues are excessive in the peak hours. The single turn lane also restricts through traffic flow. This improvement, part of the Citywide traffic fee program, will be installed by the project in Phase 1 per the EIR.
- 4. Restripe westbound approach to Suburban Road/S Higuera Street to provide a dedicated left and shared left/right turn lane and change southbound left to protected signal phasing. This improvement is being installed as part of the Project's Phase 1 traffic improvement.
- 5. Prohibit left turns into and out of the Vachell Lane/S Higuera Street intersection. Extend Buckley Road to South Higuera Street or connect the project to Earthwood Lane before the turn prohibition is implemented. Buckley Road is being extended as part of Phase 2 improvements and modification of the Vachell/Higuera intersection is dependent of an alternate route. The Vachell/Higuera left turn prohibition improvements will occur when the Buckley Road Extension is completed.
- 6. Under Near Term Plus Project conditions, add a second southbound right turn lane to the LOVR/S Higuera Street intersection. This improvement is a longer-term improvement that requires additional rights of way, and is intended to address excessive right turning queues in the peak hours. The city is currently managing the flow of the intersection under the Los Verdes

- Settlement Agreement, and the improvement will be implemented as part of the citywide traffic impact fee program.
- 7. Under Cumulative Plus Project conditions pay fair share mitigation fees to install a traffic signal or single lane roundabout at the intersection of Buckley Road/Vachell Lane. Adequate right of way has been planned for either improvement, depending on the recommendations at the time of construction.
- 8. Implement the County/Caltrans Highway 227 Corridor Plan. SLOCOG, the County and Caltrans have adopted a corridor improvement concept for Broad/227/Edna Road from Aero Drive to Los Ranchos Drive. The City portion of this project will be included in the AASP Specific Plan Public Facilities Financing Program.

Pedestrian and Bicycles:

- 1. Construct Class I multi-use paths in accordance with the project site plan and connect them to the off-site transportation network consistent with the City's Bicycle Transportation Plan. *Planned Bicycle circulation is consistent with the BMP.*
- 2. Construct Class II "buffered" bike lanes on all Residential Collectors and Residential Arterials in the Project (Earthwood, Venture, Jespersen and Horizon), and on offsite roads include Vachell and Buckley along the project frontages, offsite Earthwood to Suburban, and the Buckley Road Extension, as depicted on Figure 28.
- Construct two bike bridges across Tank Farm Creek, one for eastbound traffic on the south side of Buckley to provide east-west connectivity on Buckley Road, and the other along the southern side of Phase 1.
- 4. Pedestrian improvements along Suburban, Vachell and Higuera to eliminate the missing links of sidewalks and/or elimination of non-ADA compliant crossings. Appendix F shows the scope of these improvements.

Transit:

- 1. Provision of transit stops on the project site. Phase 1 will include a transit stop on Earthwood north of Venture, and Phase 4 will include a transit stop at the Town Center. *Transit stops are shown on the Circulation Plan in conformance with this requirement.*
- 2. The project site will also be served by bus service from the San Luis Coastal Unified School District. Transit stops will be provided throughout the project in accordance with their requirements.

Site Access and On-Site Circulation:

- 1. Provide left and right turn lanes on Buckley Road at Vachell Lane and the south project entry. The project design accommodates these improvements.
- 2. Construct single lane roundabouts at the on-site intersections of two collector roads.

 Roundabouts are shown at Earthwood/Venture, Venture/Horizon(Jespersen), and the Town
 Center.
- 3. Where collector roads intersect with local roads the local roads should be stop controlled.
- 4. Review construction documents to ensure adequate sight distance is provided at on-site intersections and driveways. Site distance calculations are shown on the Vesting Tentative Map, in conformance with City design requirements.
- 5. Connect the project to Earthwood Lane as a part of Phase 1 of development. Connect the project to Horizon Lane as a part of Phase 4 of development. Earthwood is connected to Suburban as part of Phase 1. Venture is connected to Jespersen/Horizon as part of the Phase 4, and the Jespersen/Horizon extension from Buckley is planned for Phase 4.

Additional detail on these improvements is provided in the Traffic Impact Study for the project.

Phasing

The foregoing summary provides the scope of needed improvements to support the circulation needs and demands for the project. Some of these improvements will be installed as part of the project, as described below. Others will be implemented by the City and/or County as part of their capital improvement programs. The transportation improvements associated with each phase of the project based on information from the traffic study and project impacts are as follows:

Phase 1 includes the, extension of Venture Road along the phase frontage through the Venture/Earthwood roundabout, and extension of Earthwood to Suburban , the extension of the Earthwood Collector (w/Class II) to Suburban, and a transit stop along Earthwood Extension. (MM TRANS 11a, 12). This phase would also include the modification of the Higuera/Suburban intersection per the traffic study (MM TRANS 7c). Phase 1 will also include pedestrian improvements on Suburban Road between Earthwood and Higuera, and pedestrian improvements along the east side of Higuera between Vachell and LOVR per the plans in Appendix F. (MM TRANS 10a, 10b, 10c Mitigation measures prescribed by the EIR for the project in Phase 1 include the following:

- a. Installation of an additional southbound left turn lane at Higuera and Tank Farm Road. (MM TRANS 7b).
- b. Extension of the northbound right turn lane at South and Higuera. (MM TRANS 6).

Phase 2 This phase will include the extension of Buckley Road from Vachell to Higuera, and improvements to restrict left turns to and from Higuera and Vachell. As part of this phase, the Buckley Extension Class I bike path may be installed in an interim or permanent condition, subject to availability

of right of way and governmental approvals. (MM TRANS 7c). This phase would also include the Class I bike path from the Class II diversion on Buckley to Vachell, a pedestrian/bike bridge over Tank Farm Creek north of Buckley for Class I bike path and, a Class II bike lane bridge on south side of Buckley at the Buckley/Tank Farm Creek Bridge. This phase would also include the extension of frontage improvements and the extension of the Tank Farm Creek Class I bike path to Venture Lane.

Phase 3 circulation improvements includes completion of in tract circulation, and the frontage improvements along Venture Lane.

Phase 4 includes the development of the eastside circulation network for the project, including the construction of the vehicle and pedestrian bridge from Venture to Jespersen, the completion of Jespersen Road to Buckley, completion of Horizon Road from Venture to Suburban Road, project entry improvements on Buckley Road, and the Buckley frontage improvements. It would also include widening of the Buckley Road shoulders along the project frontage to meet minimum bikeway standards for road speed, slope other site conditions. Phase 4 would include the completion of the Tank Farm Creek Class I bike path to the Chevron open space, and the improvement of sidewalks and ADA crossings on Suburban between Horizon and Earthwood. Phase 4 would also involve the development of the second transit stop at the Town Center.

Phase 5 circulation improvements include the development of in tract improvements, and the construction of the second bridge over Tank Farm Creek connecting to the Town Center. No added traffic improvements are planned.

Phase 6 does not include the development of any additional traffic and circulation improvements.

Infrastructure Framework

Domestic Water

Existing City water main facilities slated to serve the site consist of an 18 -inch main in S. Higuera Street and an existing 12 -inch main in Suburban, and new potable and recycled water mains in Earthwood. Providing adequate domestic and fire flows to the Avila Ranch project will require extension to the new lines in Earthwood and eventual looping of the system. Main lines within the project will be looped through the individual phases to provide required flows and redundancy. Figure 31 shows the planned water system improvements.

Construction of a 10-inch main line within the Earthwood Lane Phase I Right of Way has been completed. This line is stubbed approximately one-third of the way into the Earthwood subdivision project, with plans for a Phase II extension of the road to the north property line of Avila Ranch.

The adjacent former Dioptics/currently Trust Automation building at 125 Venture Drive is served by water originating from an existing private offsite well and private water line which runs within Vachell Lane. The system, installed at that time, provided stubs for future water connection to a new main line in Vachell. The Avila Ranch project will provide connection to these laterals at the time a main line is extended within Vachell.

The project proposes several features that meet and exceed the current water conservation and management regulations from the City or State agencies. Development in the Avila Ranch area is to be designed so that the projected annual residential water consumption for the project is 30 percent less than the city's current average residential per-person annual community water consumption (estimated at 60 gallons per day per person). To meet this goal, the following performance standards are to be used: 1) turf shall not be permitted for individual yard landscaping. Landscape plans shall be developed which require lower water usage, and which require lower maintenance. Landscape plans shall reflect the local climate zones and local plant material; 2) turf may be used where it is associated with a common open space, parkways, sports field or other common area. Where feasible, these areas will be irrigated with recycled water supplies; 3) landscape and irrigation plans should use drip irrigation systems to the extent feasible. Overhead spray irrigation is discouraged; 4) residential units will be preplumbed for onsite water recycling; 5) plumbing fixtures shall comply with EPA "WaterSense" standards and to CalGreen flow standards; and 6) the project shall use "compact plumbing" strategies as described in Section 13 of the Design Framework.

In its pre-development condition, the site uses approximately 90-95 acre-feet of ground water per year from a local irrigation well for agricultural purposes. This is based on one fourth of the site being planted in irrigated crops each year at an application rate of 30 inches per crop, with the balance of the site either fallow or in dry farmed crops. The Water Supply Assessment prepared for the project found that the ten-year average per capita water use for the City was 114.4 gallons per capita per day (gpcd) from 2005-2016. The 2015 residential water use for the community is currently 59 gpcd. Total City current water use is 4,990 AF/year, a ten percent reduction from the previous year. The Avila Ranch

water usage is estimated to be lower than current city average usage, with estimated residential water usage calculated to be 39 gallons per day per person per day. Avila Ranch's projected usage is 0.7% of total supply and 2% of available water supply. Total projected water usage for the project according to the Water Supply Assessment for the Mitigated Project, is 127.7 acre-feet (AF), with 73 AF feet of that demand being met by potable water supplies, and 57.7 AF being met by city recycled water supplies.

Recycled Water

The City of San Luis Obispo continues to expand their recycled water system. New facilities to serve the Avila Ranch project will be extended from the existing line in Earthwood. Figure 31 shows the planned locations of the potable water and recycled water main lines. Approximately 82 percent of irrigation demand for the project site will be met with non-potable recycled water, a total of 57.7 acre feet± of recycled water.

Sanitary Sewer

The Avila Ranch property, as with all properties within the Airport Area Specific Plan, lies downstream of the existing Sewage Treatment Plant, requiring a system of force mains and/or lift stations to transport flows to the gravity lines which feed the plant. As part of the Avila Ranch project, a pump station will be constructed near the intersection of Vachell and Buckley to move flows to the north. This force main will run through Earthwood, Suburban, Short, Long, and Cross Street with eventual disposition into a gravity main in Tank Farm Road. The Avila Ranch project proposes to construct a system of gravity lines within the project to transport flows to the planned pump station and construct a force main system to transport those flows back up through the site, across an adjacent parcel to Suburban Road and easterly in Suburban, up Short, Long, and Cross Street to a point where a gravity line can be constructed to extend northerly to tie to the existing main line in Tank Farm Road which feeds into the Tank Farm Lift Station. Figure 32 shows the planned sewer mains, lift station, and force mains.

Adjacent future development at Venture Lane was planned to be served by septic systems when initially approved by the County and the former Dioptics/current Trust Automation building, located @ 125 Venture Drive, pumps from the existing building to a leach field on the north side of their property. Revisions to that system, and extension of sewer mains, to this area are not a part of the planned improvements associated with Avila Ranch.

Dry Utilities

PG&E will provide underground extensions from existing facilities, from overhead lines along the west side of Vachell, and along the south side of the Suburban properties to the north. Final requirements will be confirmed with PG&E. Cable TV/Phone facilities exist along Vachell Lane and are planned to be extended to serve the site. Southern California Gas Company has an existing 16 -inch high-pressure main line which extends southerly in Vachell and easterly in Buckley.

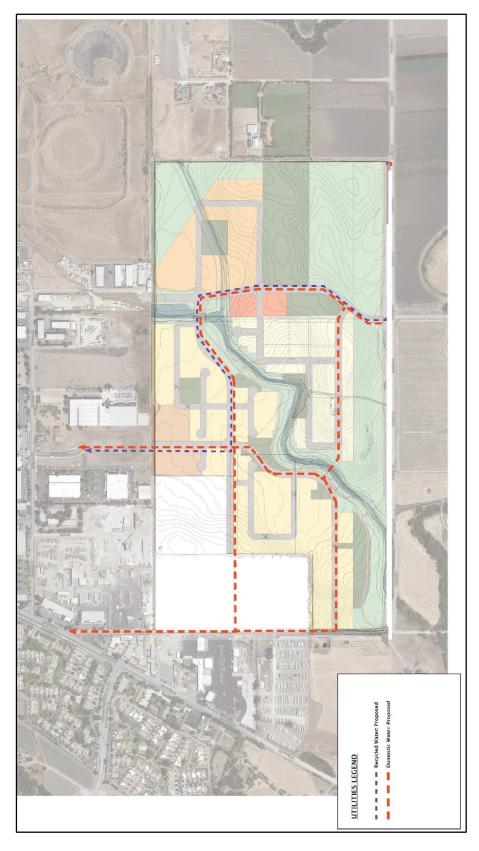


Figure 31 Water Master Plan

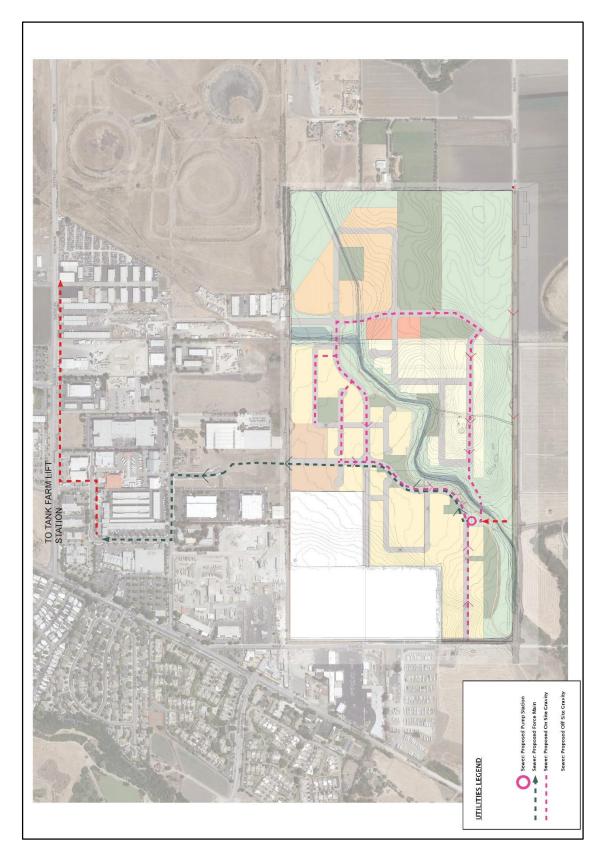


Figure 32 Sewer Master Plan

Service for the Avila Ranch project may originate from this 16 -inch line, and would include the installation of pressure reducing stations to be designed by SoCal Gas.

Storm water, Hydrology and LID Compliance

The project is subject to the Low Impact Development requirements of the Regional Water Quality Control Board's Post Construction Requirements. A drainage study has been prepared to analyze the project's conformance with Water Board and City of SLO drainage requirements. Stormwater treatment and retention is planned for runoff from the new impervious areas associated with this project. Runoff from these areas will be directed to vegetated or underground facilities that are intended to retain and infiltrate the runoff from events up to the 95th percentile 24-hour rainfall event. For larger events, these vegetated facilities will overflow into standpipes that connect to storm drain conveyance pipes that discharge to Tank Farm Creek.

Drainage for the planned development is shown in Figure 33 and described in the following sections.

Northwest Portion of Site

The portion of the site on the northwest side of Tank Farm Creek consists of Phases 1 through 3 and is comprised mostly of medium-density single-family residences with some high-density multi-family residences. Runoff from these areas will be directed to either onsite vegetated treatment facilities or underground facilities designed to meet treatment and retention requirements. For storms larger than the required onsite retention design storm, the vegetated facilities will overflow into various inlets that connect to a network of storm drain conveyance pipes in the streets that discharge to Tank Farm Creek at various locations.

Runoff from the public sidewalks and streets is planned to be conveyed by surface flow in the gutters and streets to vegetated treatment facilities located in the small onsite parks and along the creek bank. These facilities will overflow into standpipes that connect to the storm drain pipe networks that discharge to the creek or a larger regional detention pond located north of Buckley Road. There is currently one detention pond planned for the site. This pond will be located at the southwest corner of the site and detain the runoff from the single-family residences and streets located in that portion of the site. This pond is adequate to handle the peak flow and storm drainage needs of Phases 1 through 3. Offsite runoff that enters the site from the north and west is planned to be collected and conveyed through the project site with underground pipe.

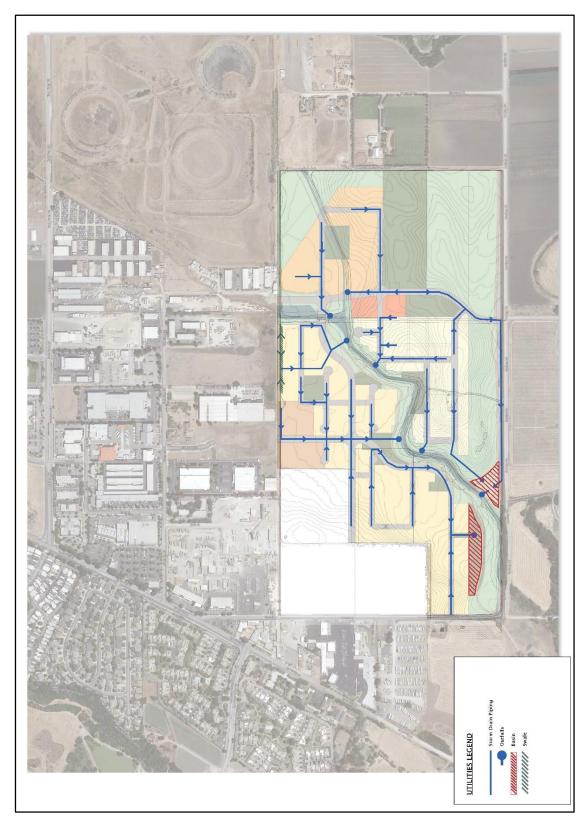


Figure 33 Storm Drain Master Plan

Southeast Portion of Site

The portion of the site on the southeast side of Tank Farm Creek includes phases 4 through 6 and is comprised of low-density single-family residences, medium-high density multi-family residences, commercial development, and parks. Runoff from the imperious surfaces, including the public sidewalks and streets, is planned to be directed to vegetated treatment or underground facilities located at the backs of the sidewalks to meet treatment and retention requirements. For storms larger than the required onsite retention design storm, the vegetated facilities will overflow into standpipes that connect to a network of storm drain conveyance pipes in the streets that discharge to Tank Farm Creek at various locations. Because of the peak flows associated with the site, development of this portion of the project is dependent on the installation of a portion (but not all) of the storm drainage improvements being installed as part of the Chevron Remediation project. These improvements are those located in the southeast portion of the Chevron site immediately to the north of the project site. They would be installed either by Chevron as part of their planned remediation efforts, or, if unexpectedly delayed, under contract with Avila Ranch LLC.

The project's design features have been developed to comply with Performance Requirements 1 through 4.

Performance Requirement 1 – Site Design and Runoff Reduction:

Under this requirement there is limited disturbance to creeks and drainage features, avoidance of compaction on permeable soils, limited clearing and grading of vegetated areas, reduction in impervious surfaces, and other measures to limit offsite runoff. Tank Farm Creek will not be modified except for its realignment to its former natural course and connection to the Chevron detention basin. The project site soils exhibit a wide pattern of permeability and those adjacent to the creek show the most consistent pattern of moderate to rapid permeability, with soils influenced by historic water flows or occasional flooding showing the lowest permeability. Soils adjacent to the Tank Farm Creek will be used for open space, recreation, and for storm water infiltration/ detention.

The project will also include many features to minimize the amount of impervious surfaces, and may include the use of pervious pavement and pavers for R-2 driveways, usage of pervious pavers/porous concrete on at least 20 percent of parking lot areas for multifamily/commercial and town center areas (in conjunction with v-gutters and French drains), and narrower streets sections consistent with other Specific Plans in the community. Streets and paved areas will be surfaced drained where possible to LID catchment areas.

Performance Requirement 2 – Water Quality Treatment

The site will have an integrated system of small filtration ponds that will retain the 85th percentile 24- hour storm. Figure 23 shows the distribution of these areas and the bioswales for the project. It is estimated that approximately five percent of the surface area is required to comply with the retention requirement.

Performance Requirement 3 – Runoff Retention

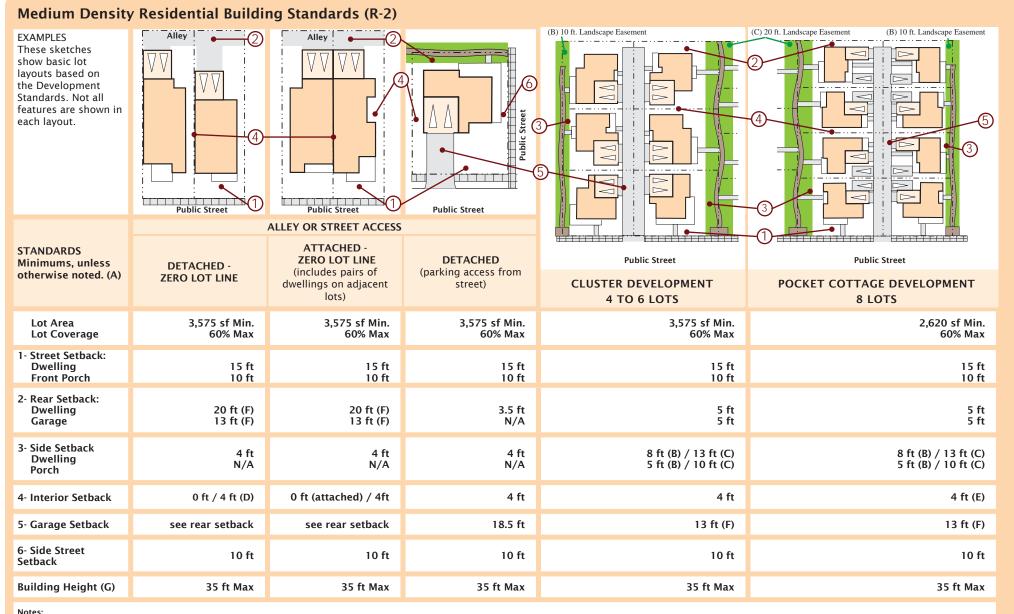
The site will have an integrated system of small filtration ponds that will retain at least the 85th percentile 24- hour storm. Thirty-five percent of the site will be in open space or park uses, substantially reducing runoff from the project site. The ponds have a combined capacity of approximately 23 acrefeet, an amount adequate for retention of a 25-year storm, or detention for a 50-year storm.

Performance Requirement 4 – Peak Management

The onsite ponds and detention areas are designed to manage flows through the onsite ponds. The peak management strategy is to filter surface flows and to release these filtered flows into Tank Farm Creek ahead of upstream flows. The ponds have a combined capacity of approximately 23 acre-feet, an amount adequate for retention of a 25-year storm, or detention for a 50-year storm.

AVILA RANCH DEVELOPMENT PLAN

OCTOBER 2020



- A- Tract 3089 Final Map(s) to include any parcel-specific encroachments into setback and/or easements based on map and lotting configurations beyond elements allowed per Zoning Regulation §17.70.170 (Allowed Projections into Setback Area).
- B- Setback is from property line to dwelling in areas with 10-foot landscape easements.
- C- Setback is from property line to dwelling in areas with 20-foot landscape easements.
- D- Where a building wall is located on a lot line, there shall be an easement of at least 4 feet wide on the neighboring lot for maintenance access.
- E- Setback for uncovered parking spaces is 1 foot.
- F- Assumes property line and center line of driveway/alley are coterminous
- G- Second floor setbacks shall match ground floor setbacks.

Excerpt of updated R-2 development standards from the Avila Ranch Development Plan. The design of the R-2 product is consistent with the applicable standards.



Bassenian | Lagoni ARCHITECTURE - PLANNING - INTERIORS





TRACT 3089 R-2 LAND USES WITHIN PHASES 1, 2 & 3 SAN LUIS OBISPO, CA

ARCHITECTURAL & DEVELOPMENT REVIEW

> 11.24.20 Revised 06.11.21

PROJECT DESCRIPTION



Meeting Date: 9/22/2021

Item Number: 4b

Time Estimate: 60 minutes

PLANNING COMMISSION AGENDA REPORT

SUBJECT: REVIEW OF A DRAFT ORDINANCE AMENDING TITLE 17 (ZONING REGULATIONS) OF THE MUNICIPAL CODE WITH OBJECTIVE DESIGN STANDARDS FOR QUALIFYING RESIDENTIAL PROJECTS

PROJECT ADDRESS: Citywide BY: Rachel Cohen, Associate Planner

Phone Number: 805-781-7574 Email: rcohen@slocity.org

FILE NUMBER: CODE-0523-2021 **FROM:** Tyler Corey, Deputy Director

RECOMMENDATION

Adopt a draft Resolution recommending the City Council introduce and adopt an Ordinance amending Title 17 (Zoning Regulations) of the Municipal Code adding Objective Design Standards Chapter 17.69 for qualifying residential projects.

1.0 COMMISSION'S PURVIEW

The Planning Commission's role is to review the proposed Zoning Regulations amendment for consistency with the City's Housing Element and State Law and make a recommendation to the City Council regarding the proposed amendment that includes the addition of Objective Design Standards for qualifying residential projects.

2.0 PROJECT INFORMATION

2.1 Background

In 2017, the Governor signed multiple housing bills, including Senate Bill (SB) 35 Streamlined Approval Process, which added Section 65913.4 to the Government Code providing for a streamlined, ministerial approval process for multi-unit housing projects of two or more residential units or mixed-use, subject to certain conditions and consistent with objective zoning and design review standards. In addition, Government Code 65583.2 requires a city to allow housing developments, in which at least 20 percent of the units are affordable to lower income households on sites that have been listed in the City's Housing Element inventory in two or more consecutive planning periods, to be processed through a ministerial review. In response, the City adopted Program 6.22 as part of the City's 6th Cycle Housing Element. Program 6.22 states that the City will update the municipal code to expand objective design standards for qualifying residential projects within one year of the adoption of the Housing Element Update (the Housing Element was adopted by City Council on November 17, 2020).

CODE-0523-2021 Planning Commission Report – 09/22/2021

2.2 Objective Standards

Objective¹ standards are regulations that do not require judgement to determine whether they have been met. For example, the City has Zoning Regulations that identify specific building height limits, require that buildings be setback a certain distance from property lines, and establish the minimum number of parking spaces required for a development project. These regulations are all considered "objective standards" because they are numeric and do not require a subjective opinion to determine whether a development project follows those standards.

2.3 Objective Design Standards

Currently, design related direction is provided in the City's Community Design Guidelines (CDG). While these guidelines will still be applicable to projects that qualify for discretionary review, most of the guidelines are not objective and cannot be used for projects subject to a ministerial review process. The ministerial process is where a development project is reviewed and approved at the staff level, utilizing established objective code requirements and standards (such as those outlined in the Zoning Regulations and mentioned in Section 2.2 above). To continue to preserve and enhance the City's unique architectural characteristics within the ministerial review process, staff has developed Objective Design Standards (ODS). The ODS utilize concepts and direction from the CDG, City policies, and examples from other jurisdictions to provide minimum design standards to ensure new qualifying residential development is compatible and complimentary with existing development while also allowing flexibility for creativity.

2.4 Applicability

Projects that will be reviewed against Objective Design Standards are residential projects (including mixed use projects) that qualify for streamlined, ministerial processing per Government Code Section 65913.4 (SB 35²), or that are a "use by right" residential project. A "use by right" residential project is a residential project that includes at least 20 percent of the units as affordable to lower income households (low, very low, and extremely low) and does not require discretionary review or approval (see <u>Government Code Section 65583.2</u> and Housing Element Programs 2.17³ and 2.18⁴) and residential projects that are otherwise deemed subject to ministerial processing per state or local law.

¹ The Housing Accountability Act defines "objective" as "involving no personal or subjective judgment by a public official and being uniformity verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official." (GC Section 65589.5(h)(8).)

² SB 35 allows streamlining for residential project in cities that have not met their RHNA numbers. Eligible developments must include a specified level of affordability, be on an infill site, comply with existing residential and mixed-use general plan or zoning provisions, and comply with other requirements.

³ Housing Element Programs 2.17 allows residential developments that include at least 20 percent of the units as affordable to lower income households, by right (no discretionary review) on sites identified in Housing Element Table F-2

⁴ Housing Element Program 2.18 allows residential developments by right (no discretionary review) for those developments that include at least 20 percent of the residential units as affordable to low-income households.

CODE-0523-2021 Planning Commission Report – 09/22/2021

Residential projects seeking exceptions or modifications to any objective development standards set forth in the City's Zoning Regulations or the ODS, excluding modifications granted as part of density bonus concession, incentive, parking reduction, or waiver of development standards pursuant to State Density Bonus Law or the City's density bonus regulations (Chapter 17.140), are not eligible for the ministerial, streamlined processing, and will be subject to the City's discretionary development review process outlined in Chapter 17.106 of the Municipal Code.

2.5 Previous Advisory Body and Public Review

On June 21, 2021, the ARC received a presentation from staff regarding the development of Objective Design Standards (ODS). As a part of that presentation, staff requested that ARC select a subcommittee to assist staff with further development of the draft ODS. On July 21st and July 27th staff met with the ARC subcommittee to review the draft ODS. Additionally, staff requested professionals involved with local building design, architecture, and development comment on the draft ODS. Comments from the ARC subcommittee and the local professionals were integrated into the draft ODS and presented to the ARC on August 16, 2021. The ARC reviewed the draft ODS and recommended the Planning Commission recommend approval of the standards with specific changes. These recommended changes are discussed in Section 3.0 below.

3.0 PROJECT ANALYSIS

3.1 ARC Recommended Changes and Staff Response

1. <u>ARC Recommendation</u>: ODS 17.69.020.B(3) and 17.69.030.B(4) stated in part, "At least two (2) materials shall be used on any building exterior, in addition to any glazing and railings. Any one material must comprise at least 20% of the building's exterior..." The ARC recommended that this part of the standard be modified to include language that would allow for Spanish style architecture (all stucco) and allow industrial or historic architectural representations (e.g., all brick, all metal).

Staff Response: The issue brought forward was that this standard would preclude the ability for a residential project to use all of one kind of material on the exterior; for example, a Spanish style design. This standard was added to the ODS to require more variation in the overall exterior design. To add language regarding a specific type of architecture is not an objective standard. The standard would have to describe exactly what "Spanish style" or "industrial or historic architectural representations" and include detailed definitions that are not subject to interpretation or judgement. These terms are often defined differently depending on the person/entity describing the architecture. The removal of this requirement does not eliminate required variation on a building façade as the standards include other requirements for projections, setbacks, etc. under the Massing and Articulation section. Considering the ARC's concerns of the limitations contained in this standard, and that there are other standards that would provide sufficient articulation and variation, staff is recommending the two (2) material requirement in 17.69.020.B(3) and

17.69.030.B(4) be removed as follows (edits are indicated by underline and strikeouts):

At least two (2) materials shall be used on any building exterior, in addition to any glazing and railings. Any one material must comprise at least 20% of the building's exterior. Veneers shall turn corners and not expose edges so that finish materials appear "thin", as in the example of "brick" veneer applied to a single building face so that it is obviously only 3-inch thick when viewed from the side.

In addition, staff is recommending that 17.69.020.D(4) be amended as follows to be consistent with the direction from ARC:

Mixed-use buildings three or more stories shall provide a first story elevation that is distinctive from the upper stories by providing a through material change, change in color, or use of different architectural details such as reveals, course lines, decorative cornice, columns, etc. between the ground floor and upper floors along at least seventy-five (75) percent of the first-floor building façade(s) with frontage upon a street.

 ARC Recommendation: The ARC recommended that ODS 17.69.020.B(3) and 17.69.030.B(4) be modified to specify that veneers on the exterior of the building terminate at an inside corner or that the veneer end must be finished.

<u>Staff Response</u>: Staff has revised 17.69.020.B(3) and 17.69.030.B(4) to state the following (edits are indicated by underline and strikeouts):

Veneers shall turn corners and <u>terminate into the inside corner of the building</u> <u>or be finished and</u> not expose edges so that finish materials do not appear "thin" <u>or artificial</u> as in the example of "brick" veneer applied to a single building face so that it is obviously only ½ -inch thick when viewed from the side.

3. <u>ARC Recommendation</u>: ARC recommended that ODS 17.69.020.C(2) and 17.69.030.C(2) be modified to require a minimum eave of twelve (12) inches.

<u>Staff Response</u>: Staff has revised ODS 17.69.020.C(2) and 17.69.030.C(2) to state the following (edits are indicated by underline and strikeouts):

Overhanging eaves shall extend two (2) feet twelve (12) inches or more past the supporting walls. This does not apply to gable faces.

4. <u>ARC Recommendation</u>: ARC recommended that ODS 17.69.040.H(1) include flexibility and that a project could use paint as an option to screen mechanical equipment.

<u>Staff Response</u>: Staff has revised both ODS 17.69.040.H(1) and 17.69.040.H(2) to be consistent with one another and the direction as provided by the ARC (edits are indicated by underline and strikeouts):

All mechanical and electrical equipment shall be located internally within the proposed buildings. If equipment cannot be located internally due to code requirements, it shall be screened <u>using a combination of at least two of the following:</u> with paint color, landscaping, fencing or walls, fencing, or landscaping or a combination these methods consistent with other City standards.

Any required backflow preventer and double-check assembly shall be located inside the building within twenty (20) feet of the front property line. Where this is not possible, due to code requirements, the backflow preventer and double-check assembly shall be located in the street yard and screened <u>using a combination of at least two of the following:</u> paint color, landscaping, <u>fencing or walls consistent with other City standards</u> and a low wall or fence.

5. <u>ARC Recommendation</u>: ARC provided direction that residential developments located within residential zones should be able to utilize metal as an exterior accent material and cover no more than 15% of the exterior.

<u>Staff Response</u>: Staff has revised ODS 17.69.020.B(1) to allow for metal as an accent material in residential zones (edits are indicated by underline and strikeouts):

Buildings shall use high-quality exterior wall materials chosen from the list below.

- a. Smooth or sand finished stucco
- b. Cut stone
- c. Rusticated block (cast stone)
- d. Precast concrete
- e. Brick veneer
- f. Ceramic or porcelain tiles
- g. Fiber Cement board planks, panels, siding, board and bat, etc. (e.g., Hardi plank, Hardi panel)
- h. Corrugated metal (only within Commercial Zones (C-C, C-T, C-S, C-R, M), <u>or as an accent material, covering no more than 15% on the exterior, within all other zones</u>))
- i. Metal paneling (only within Commercial Zones (C-C, C-T, C-S, C-R, M), or as an accent material, covering no more than 15% on the exterior, within all other zones))
- j. Corten steel paneling (enly within Commercial Zones (C-C, C-T, C-S, C-R, M), or as an accent material, covering no more than 15% on the exterior, within all other zones)
- k. Wood plastic composite siding (e.g., Resysta products)
- I. Wood siding
- m. Burnished block (only within Commercial Zones (C-C, C-T, C-S, C-R, M)

6. <u>ARC Recommendation</u>: ARC provided direction that ODS should include a requirement regarding privacy (windows not looking into other windows).

Staff Response: Staff has added ODS 17.69.020.B(11) and 17.69.030.B(14) that states:

Where windows are proposed within ten (10) feet of another building, the windows shall be offset horizontally at least 12 inches (edge to edge) or use clearstory windows, glass block or non-operable opaque windows so as not to have a direct line-of sight into adjacent units.

7. <u>ARC Recommendation</u>: ARC provided direction that ODS should include required common open space, with enhanced amenities) for residential development located within the Downtown.

<u>Staff Response</u>: The ODS includes requirements for open space within all zones except the Downtown Commercial (C-D) zone. Staff did not include open space as a requirement for Downtown for several reasons:

- 1. Anticipate maximum build out of the site (zero setback requirements)
- 2. Amenities (creek, mission plaza, restaurants, businesses, etc.) are in very close proximity to any development located within the Downtown.
- 3. Adds additional costs for an affordable housing project that is not required of other projects in the Downtown
- 8. <u>ARC Recommendation</u>: The ARC recommended that the ODS include illustrations. In particular, illustrations that show examples of reveals, cornices, and other architectural details; how a building looks utilizing the various roof design standards; and how to utilize different materials on a given building.

<u>Staff Response</u>: Staff will be developing a separate document to accompany the ODS amendment to the Zoning Regulations that will include illustrations and other helpful information on how to apply the standards. The intent is for this document to be easy to understand and use but will not be part of the Municipal Code.

9. <u>ARC Recommendation</u>: The ARC provided direction that the ODS should include a requirement for visual access to public spaces (sidewalks, roads, parks, etc.) and common and private outdoor spaces to provide visibility and community safety (eyes on the street).

Staff Response: Staff has added ODS 17.69.020.B(12) that states:

All residential units that front, face, or overlook a public, common or private outdoor space shall be designed with at least one window that provides overlook on the outdoor space.

CODE-0523-2021 Planning Commission Report – 09/22/2021

3.2 Focus of Review and Discussion Items

As noted in Section 2.4 above, the Objective Design Standards will only apply to those projects that meet certain qualifications. Items for the Planning Commission to consider and discuss regarding the draft ODS include:

- Clarity of the proposed standards
- Implementation of the proposed standards
- Is anything missing

4.0 ENVIRONMENTAL REVIEW

The project is exempt per CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption because the proposed action consists only of the adoption of new standards for objective review of qualifying projects and will have no physical effects on the environment and has no possibility of a significant effect on the environment. The Objective Design Standards are consistent with development standards of the Zoning Regulations and projects which qualify for the Objective Design Standards will be required to comply with all relevant City standards, codes, and regulations.

5.0 OTHER DEPARTMENT COMMENTS

Staff comments have been incorporated into the draft Objective Design Standards. In addition, all eligible residential projects must comply with all objective City policies, thresholds of significance, development standards, and design standards as established in, but not limited to, the General Plan, Zoning Regulations, City Standard Specifications and Engineering Standards, Active Transportation Plan, Transportation Impact Study Guidelines, Climate Action Plan, and the Municipal Code.

6.0 ALTERNATIVES

6.1 <u>Continue the project</u>. An action continuing the project should include direction to the staff on pertinent issues.

7.0 ATTACHMENTS

A – Draft Resolution (includes Draft Ordinance)

RESOLUTION NO. PC-XXXX-21

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN LUIS OBISPO RECOMMENDING THE CITY COUNCIL INTRODUCE AND ADOPT AN ORDINANCE AMENDING TITLE 17 (ZONING REGULATIONS) OF THE MUNICIPAL CODE ADDING OBJECTIVE DESIGN **STANDARDS** CHAPTER 17.69 FOR **QUALIFYING** RESIDENTIAL **PROJECTS** WITH AN **EXEMPTION FROM** ENVIRONMENTAL REVIEW (CEQA) AS REPRESENTED IN THE PLANNING COMMISSION AGENDA REPORT AND ATTACHMENTS **DATED SEPTEMBER 22, 2021 (CITYWIDE; CODE-0523-2021)**

WHEREAS, the City Council adopted the 6th Cycle Housing Element on November 17, 2020, that includes Program 6.22 that states, "Update the City's municipal code to expand objective design standards within one year of the adoption of the Housing Element Update;" and

WHEREAS, the City of San Luis Obispo wishes to update the City's Municipal Code and introduce Objective Design Standards for Qualifying Residential Projects (Chapter 17.69) of Title 17 consistent with the 6th Cycle Housing Element; and

WHEREAS, the Architectural Review Commission of the City of San Luis Obispo conducted a web based public hearing on June 21, 2021 for the purpose of receiving a staff presentation regarding Objective Design Standards for qualifying residential projects and selecting a subcommittee to assist staff with further development of the draft ODS; and

WHEREAS, the Architectural Review Commission of the City of San Luis Obispo conducted a web based public hearing on August 16, 2021 for the purpose of reviewing an amendment to Title 17 (Zoning Regulations) of the Municipal Code regarding Objective Design Standards for qualifying residential projects, and recommended approving the standards with specific changes; and

WHEREAS, the Planning Commission of the City of San Luis Obispo conducted a web based public hearing on September 22, 2021, for the purpose of considering an amendment to Title 17 (Zoning Regulations) of the Municipal Code regarding Objective Design Standards for qualifying residential projects; and

WHEREAS, notice of said public hearing were made at the time and in the manner required by law; and

WHEREAS, the Planning Commission has duly considered all evidence, including the testimony of the applicant, interested parties, and the evaluation and recommendations by staff, presented at said hearing.

Planning Commission Resolution No. PC-XXXX-21 CODE-0523-2021 Page 2

SECTION 3.

Tyler Corey, Secretary Planning Commission

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of San Luis Obispo as follows:

SECTION 1. Findings. The Planning Commission does hereby recommend the City Council introduce and adopt the proposed Objective Design Standards for qualifying residential projects based on the following findings:

- 1. The proposed amendments to Title 17 of the Municipal Code are consistent with the 6th Cycle Housing Element Program 6.22 which states "Update the City's municipal code to expand objective design standards within one year of the adoption of the Housing Element Update."
- The addition of Chapter 17.69 to Title 17 of the Municipal Code will not alter the character of the City or cause health safety or welfare concerns because the amendment is consistent with the General Plan and directly implements City goals and policies.

SECTION 2. Environmental Review. The proposed amendment to the Municipal Code Title 17 has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the state CEQA Guidelines, and the environmental regulations of the City. Specifically, the proposed amendment has been determined exempt per CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption because the proposed action consists only of the adoption of new standards for objective review of qualifying projects and will have no physical effects on the environment and has no possibility of a significant effect on the environment. The Objective Design Standards are consistent with development standards of the Zoning Regulations and projects which qualify for the Objective Design Standards will be required to comply with all relevant City standards, codes, and regulations.

Recommendation. The Planning Commission does hereby

recommend the City Council introduce and adopt an ordinance amending Title 17 (Zoning Regulations) of the Municipal Code with Objective Design Standards for qualifying residential projects as set forth in Attachment 1.

Upon motion of ________, seconded by ______ and on the following roll call vote:

AYES:
NOES:
ABSENT:

The foregoing resolution was passed and adopted this 22nd day of September 2021.

Page 340 of 355

ATTACHMENT 1: DRAFT ORDINANCE

ORDINANCE NO. _____ (2021 SERIES)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, AMENDING TITLE 17 (ZONING REGULATIONS) OF THE MUNICIPAL CODE WITH OBJECTIVE DESIGN STANDARDS FOR QUALIFYING RESIDENTIAL PROJECTS WITH AN EXEMPTION FROM ENVIRONMENTAL REVIEW (CEQA)

WHEREAS, the City Council adopted the 6th Cycle Housing Element on November 17, 2020, that includes Program 6.22 that states, "Update the City's municipal code to expand objective design standards within one year of the adoption of the Housing Element Update;" and

WHEREAS, the City of San Luis Obispo wishes to update the City's Municipal Code and introduce Objective Design Standards for Qualifying Residential Projects (Chapter 17.69) of Title 17 consistent with the 6th Cycle Housing Element; and

WHEREAS, the Architectural Review Commission of the City of San Luis Obispo conducted a web based public hearing on June 21, 2021 for the purpose of receiving a staff presentation regarding Objective Design Standards for qualifying residential projects and selecting a subcommittee to assist staff with further development of the draft ODS; and

WHEREAS, the Architectural Review Commission of the City of San Luis Obispo conducted a web based public hearing on August 16, 2021 for the purpose of reviewing an amendment to Title 17 (Zoning Regulations) of the Municipal Code regarding Objective Design Standards for qualifying residential projects, and recommended approving the standards with specific changes; and

WHEREAS, the Planning Commission of the City of San Luis Obispo conducted a web based public hearing on September 22, 2021, for the purpose of considering an amendment to Title 17 (Zoning Regulations) of the Municipal Code regarding Objective Design Standards for qualifying residential projects; and

WHEREAS, the City Council of the City of San Luis Obispo conducted a web based public hearing on November 2, 2021, for the purpose of considering an amendment to Title 17 (Zoning Regulations) of the Municipal Code regarding Objective Design Standards for qualifying residential projects; and

WHEREAS, the City Council finds that the proposed amendment is consistent with the General Plan, Zoning Regulations, and other applicable City goals and policies as amended; and

_			
\frown	١.		

WHEREAS, notices of said public hearings were made at the time and in the manner required by law; and

WHEREAS, the City Council has duly considered all evidence, including the testimony of the applicant, interested parties, and the evaluation and recommendations by staff, presented at said hearing.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of San Luis Obispo as follows:

SECTION 1. <u>Incorporation of Recitals</u>. The City Council find that the foregoing recitals and administrative report presented with this ordinance are true and correct and are incorporated in the ordinance by this reference and adopted as the findings of the City Council.

SECTION 2. Findings. Based upon all evidence, the City Council makes the following findings:

- 1. The proposed amendments to Title 17 of the Municipal Code are consistent with the 6th Cycle Housing Element Program 6.22 which states "Update the City's municipal code to expand objective design standards within one year of the adoption of the Housing Element Update."
- 2. The addition of Chapter 17.69 to Title 17 of the Municipal Code will not alter the character of the City or cause health safety or welfare concerns because the amendment is consistent with the General Plan and directly implements City goals and policies.

SECTION 3. Environmental Determination. The proposed amendment to the Municipal Code Title 17 has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the state CEQA Guidelines, and the environmental regulations of the City. Specifically, the proposed amendment has been determined exempt per CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption because the proposed action consists only of the adoption of new standards for objective review of qualifying projects and will have no physical effects on the environment and has no possibility of a significant effect on the environment. The Objective Design Standards are consistent with development standards of the Zoning Regulations and projects which qualify for the Objective Design Standards will be required to comply with all relevant City standards, codes, and regulations.

SECTION 4. Action. Chapter 17.69 of the San Luis Obispo Municipal Code, is hereby amended to read as follows:

0 ____

17.69 Objective Design Standards for Qualifying Residential Projects

Sections:

17.69.010 – Purpose and Application

17.69.020 - Building and Site Design Standards

17.69.030 - Downtown Building Design Standards

17.69.040 – Additional Design Requirements

17.69.010 - Purpose and Application

- A. Purpose. This Chapter is intended to provide objective standards for the design of residential and mixed-use projects (herein referred to as "residential projects") that are eligible for ministerial, streamlined approval to ensure compatibility with existing and planned development on the site and adjacent and nearby properties while also supporting the development of housing consistent with the City's General Plan.
- **B. Applicability**. The provisions of this chapter apply to all residential projects, in all zones, that qualify for streamlined, ministerial processing per Government Code Section 65913.4, or that are a "use by right" residential project. In addition, eligible residential projects must comply with all objective City policies, thresholds of significance, development standards, and design standards as established in, but not limited to, the General Plan, Zoning Regulations, City Standard Specifications and Engineering Standards, Active Transportation Plan, Transportation Impact Study Guidelines, Climate Action Plan, and the Municipal Code.

A "use by right" residential project is a residential project that includes at least 20 percent of the units as affordable to lower income households (low, very low, and extremely low) and does not require discretionary review or approval (ministerial review only) and residential projects that are otherwise deemed subject to ministerial processing per state or local law.

Residential projects seeking exceptions, waivers, or modifications to any development standards set forth in the City's Zoning Regulations or the design standards set forth in this chapter, excluding modifications granted as part of density bonus concession, incentive, parking reduction, or waiver of development standards pursuant to State Density Bonus Law or the City's density bonus regulations (Chapter 17.140), shall not be eligible for ministerial and/or streamlined processing contemplated by this chapter, and will be subject to the City's discretionary development review process outlined in Chapter 17.106 of the Municipal Code.

Where these standards conflict with other state law or local code requirements (including but not limited to California Building Code and the City's Standard Specifications and Engineering Standards) the more restrictive provision shall prevail.

0

17.69.020 - Building and Site Design

- A. Applicability. This section shall apply to eligible residential projects (described in Section 17.69.010 above) in all zones, except for the Downtown Commercial (C-D) zone. Building and site design standards for eligible residential projects in the C-D zone are provided in Section 17.69.030 (Downtown Building Design) below. In addition to this section, mixed-use projects shall also comply with Section 17.70.130.D and F through H (Mixed-Use Development).
- **B. Building Details.** Residential projects shall comply with the following building detail standards:
 - 1. Buildings shall use high-quality exterior wall materials chosen from the list below.
 - a. Smooth or sand finished stucco
 - b. Cut stone
 - c. Rusticated block (cast stone)
 - d. Precast concrete
 - e. Brick veneer
 - f. Ceramic or porcelain tiles
 - g. Fiber Cement board planks, panels, siding, board and bat, etc. (e.g., Hardi plank, Hardi panel)
 - h. Corrugated metal (within Commercial Zones (C-C, C-T, C-S, C-R, M), or as an accent material, covering no more than 15% on the exterior, within all other zones))
 - i. Metal paneling (only within Commercial Zones (C-C, C-T, C-S, C-R, M), or as an accent material, covering no more than 15% on the exterior, within all other zones)
 - j. Corten steel paneling (only within Commercial Zones (C-C, C-T, C-S, C-R, M), or as an accent material, covering no more than 15% on the exterior, within all other zones)
 - k. Wood plastic composite siding (e.g., Resysta products)
 - Wood siding
 - m. Burnished block (only within Commercial Zones (C-C, C-T, C-S, C-R, M)
 - 2. Buildings shall use the same colors, materials, and detailing throughout all elevations. Street facing and the most visible elevations may use more architectural details, but colors and materials shall be the same on all elevations.
 - 3. Veneers shall turn corners and terminate into the inside corner of the building or be finished and not expose edges so that finish materials appear "thin" or artificial, as in the example of "brick" veneer applied to a single building face so that it is obviously only ½ -inch thick when viewed from the side.

- 4. Exterior window shutters shall match the size and shape of adjacent window openings.
- 5. Affordable units and market rate units in the same development shall be constructed of the same materials and details such that the units are not distinguishable from one another.
- 6. Trim surrounds shall be provided at all exterior window and door openings. Inlieu of exterior window trim, windows can be recessed from wall plane by a minimum of two (2) inches.
- 7. Structures (including garages and carports) shall not exceed one hundred fifty (150) feet in length.
- 8. Detached garages and carports shall be designed to include a minimum of two (2) of the following from the main building(s): materials, detailing, roof materials, and colors.
- 9. Stairs and stair wells that provide primary access to units on upper floors shall be covered and fully integrated into the principal and secondary building facades.
- 10. Service access to the building for loading and maintenance functions shall not exceed twenty (20) percent of the project frontage on any facing street.
- 11. Where windows are proposed within ten (10) feet of another building, the windows shall be offset horizontally at least 12 inches (edge to edge) or use clearstory windows, glass block or non-operable opaque windows so as not to have a direct line-of sight into adjacent units.
- 12. All residential units that front, face, or overlook a public, common or private outdoor space shall be designed with at least one window that provides overlook on the outdoor space.
- **C. Roof Designs.** Residential projects shall comply with the following roof design standards:
 - 1. Roof lines shall be varied to break up the mass of the building. A building with four (4) or more attached residential units or a residential building with a roofline longer than fifty (50) feet shall incorporate changes in roof heights of at least one (1) vertical elevation change of at least two (2) feet.
 - 2. Overhanging eaves shall extend twelve (12) inches or more past the supporting walls. This requirement does not apply to gable faces.
 - 3. Steeply pitched (45 degrees or more) mansard roofs are prohibited.

0 _____

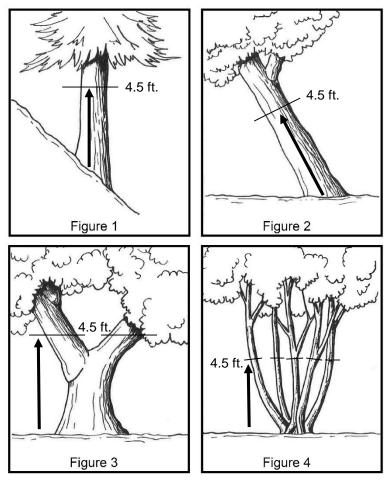
- 4. Roof-mounted equipment shall not be visible from the public right of way and integrated within the architecture of the building.
- Roof decks shall be prohibited in residential zones (R-1, R-2, R-3, R-4) and the Office (O) zone unless setback 15 feet or more from side and rear property lines and utilize solid walls or barriers at deck edges. All projects that include roof top uses shall comply with Section 17.70.150 (Rooftop Uses).
- 6. The termination of a parapet shall not be visible from the public right of way or adjacent property. The parapet shall wrap around the entire roof, return at least eight (8) feet around corners, or die into an adjacent, taller wall.
- 7. Cornices and parapets shall
 - a. Be utilized to conceal flat roofs and screen any roof-mounted mechanical equipment from the public right-of-way and adjacent properties.
 - b. Match the building's primary façade exterior colors and materials.
- **D. Massing and Articulation.** Residential projects shall comply with the following massing and articulation standards:
 - 1. Blank walls (facades without doors or windows) shall be fifty (50) feet or less in length. Blank walls of any length shall include the use of at least one of the following treatments:
 - a. Utilize at least two (2) different materials.
 - b. Utilize at least two (2) different paint colors.
 - c. Incorporate offsets. Offsets shall vary in depth and/or direction of at least twelve (12) inches, or be a repeated pattern of offsets, recesses, or projections of similar depth along the length of the wall.
 - d. Install landscaping that covers twenty-five (25) percent of the wall within ten (10) years.
 - 2. Buildings shall have massing breaks (offsets, recesses, or projections) at least every fifty (50) feet along street frontage through the use of varying setbacks, building entries and recesses, or structural bays. Offsets, recesses, or projections shall vary in depth and/or direction of at least twelve (12) inches and a minimum width of four (4) feet.
 - 3. Buildings three or more stories shall distinguish the first story from the upper stories by using a minimum of two (2) architectural details (e.g., arches, awnings, transom windows, columns, cornices, lintels, moldings, trellises) for every fifty (50) feet of the first story front elevation.
 - 4. Mixed-use buildings three or more stories shall provide a first story elevation that is distinctive from the upper stories through a material change, change in color, or use of different architectural details such as reveals, course lines, decorative cornice, columns, etc.

)			

- 5. The first floor of a mixed-use project within fifty (50) feet of the street frontage shall be taller than the floors above, with a minimum plate height of ten (10) feet.
- 6. Buildings three or more stories shall step-back the building mass a minimum of five (5) feet for fifty (50) percent of the building facade above the second story.
- 7. Every residential building shall incorporate two (2) or more of the following building massing and articulation techniques:
 - a. Vary building height by at least two (2) feet over twenty (20) percent of the main building (as viewed in plan view).
 - b. Vary the geometry or massing of the roof through changes in type, height, pitch, or orientation.
 - c. Use offsets, recesses, (e.g., courtyards, entryways, alcoves, deep door and window recesses) and projections (e.g., stairs, towers, balconies, cantilevers, dormers, bay windows, awnings) to create a sense of depth.
 - d. Provide a minimum two (2) foot roof eave on the front elevation. This requirement does not apply to gable faces.
- **E. Common and Private Spaces.** Residential projects shall comply with the following common and private space standards:
 - 1. Residential projects within the R-2, R-3, and R-4 zones shall have a minimum of sixty-five (65) square feet of private outdoor space per each unit or provide a minimum of one hundred (100) square feet per unit to common space. Common space is recreation space provided inside or outside a residential building for the use of all the residents for recreation or social purposes and is readily accessible by all the residents. To qualify as private open space, the space must be private and directly accessible from the unit it serves and must have a minimum dimension in every direction of six (6) feet. To qualify as common space, individual spaces must have a minimum dimension in every direction of ten (10) feet.
 - 2. Residential projects within the O, C-N, C-T C-R, C-C, C-S, and M zones shall provide a minimum of fifty (50) square feet per unit to common space. Common space is recreation space provided inside or outside a residential building for the use of all the residents for recreation or social purposes and is readily accessible by all the residents. To qualify as common space, individual spaces must have a minimum dimension in every direction of ten (10) feet.
- **F. Landscaping**. Residential projects shall comply with the following landscape standards:
 - 1. The landscape design plan shall be consistent with Section 17.70.220 (Water-efficient landscape standards), Section 12.38.090 (Landscaping standards), and include the following information:

0

- Location, sizes, and species of all proposed groundcovers, shrubs, and trees with corresponding symbols for each plant material showing their specific locations on plans.
- b. The location and description (e.g., colors, materials, etc.) of all hardscapes such as decks, patios, walkways or paths, artificial turf or other pervious or non-pervious materials.
- 2. All required front and street-facing side setbacks, except for areas used for exit, entry, or common outdoor space shall be landscaped. All projects shall landscape at least fifteen (15) percent of the project site.
- 3. Landscaping areas shall consist of a combination of living trees, groundcover, shrubbery, turf, and related natural features such as rock, stone, or bark chips to adequately cover all designated landscaping areas.
- 4. Landscaping shall be top-dressed with three (3) inches of mulch. Mulch shall be maintained within planted areas and shall not migrate onto hard surfaces, such as sidewalks, patios, and parking lots.
- 5. Any trees removed from the residential project site shall be replaced on site with a 1:1 replanting. Required street trees may be counted as part of the replacement plantings.
- 6. Native tree species with a trunk ten (10) inches or larger in diameter or a non-native tree species (excluding blue gum eucalyptus (*Eucalyptus globulus*)) twenty (20) inches or larger in diameter or designated heritage trees (of any size) shall be retained and cannot be removed unless they are an imminent hazard to life or property or are dead, dying, diseased or damaged beyond reclamation (see Section 12.24.030 for definitions of heritage tree, native tree, and non-native tree). Diameter shall be measured as follows:
 - a. If the tree is growing on flat ground, the diameter is measured 4.5 feet from the ground.
 - b. If the tree is growing on a slope, the diameter is measured 4.5 feet above the point halfway between the upper and lower side of the slope. (Figure 1)
 - c. If the tree is leaning, the diameter is measured 4.5 feet above the high point of the trunk and perpendicular to the axis of the trunk. (Figure 2)
 - d. If branches of trees fork below 4.5 feet above the ground or are multistemmed (branching at the ground) then each branch/stem diameter is measured individually at 4.5 feet above the ground and summed together for the total diameter. (Figure 3 & 4).



17.69.030 - Downtown Building Design

- **A. Applicability.** This section shall apply to eligible residential projects (described in Section 17.69.010 above) within the Downtown Commercial (C-D) zone. In addition to this section, mixed-use projects shall also comply with Section 17.70.130.D and F through H (Mixed-Use Development).
- **B. Building Details.** Residential projects shall comply with the following building detail standards:
 - 1. Buildings located within the Downtown (C-D zone) shall use high-quality exterior materials chosen from the list below.
 - a. Smooth or sand finished stucco
 - b. Cut stone
 - c. Rusticated block (cast stone)
 - d. Precast concrete
 - e. Face-brick
 - f. Ceramic or porcelain tiles

- g. Fiber Cement board planks, panels, siding, board and bat, etc. (e.g., Hardi plank, Hardi panel)
- h. Wood plastic composite siding (e.g., Resysta products)
- i. Wood siding
- j. Metal paneling
- k. Corten steel paneling
- 2. The following exterior finish materials and architectural elements are prohibited:
 - a. Mirrored glass and heavily tinted glass
 - b. Windows with false divisions (i.e., a window where the glass continues uninterrupted behind a surface mounted mullion, interior mounted mullions (enclosed in glass), etc.)
 - c. Vinyl and aluminum siding
 - d. Rough "Spanish lace" stucco finish
 - e. Plywood siding (T 1-11)
 - f. Corrugated sheet metal
 - g. Corrugated fiberglass
 - h. Split face concrete block
 - i. Exposed concrete block without integral color
 - j. Exposed, untreated precision block walls
 - k. False fronts
 - I. Loading bays facing a street
 - m. Exposed roof drains and downspouts
- 3. New buildings shall use the same colors, materials, and detailing throughout all elevations. Street facing and the most visible elevations may use more detailed elevations, but colors and materials shall be the same on all elevations.
- 4. Veneers shall turn corners and terminate into the inside corner of the building or be finished and not expose edges so that finish materials do not appear "thin" or artificial, as in the example of "brick" veneer applied to a single building face so that it is obviously only ½ -inch thick when viewed from the side.
- 5. Trim surrounds shall be provided at all exterior window and door openings. Inlieu of exterior window trim, windows can be recessed from wall plane by a minimum of two (2) inches.
- Barrel-shaped awnings shall be used over arched windows or doorways and square or rectangular awnings shall be used on square or rectangular windows and doorways.
- 7. Awnings shall not be internally illuminated, shall be at least four (4) feet wide, and awnings on a single building face shall use the same awning design and color on each building floor.

- 8. Permanent, fixed security grates or grilles in front of windows are prohibited. Any necessary security grilles shall be placed inside, behind the window display area.
- 9. Storefronts shall be framed by support piers and lintels.
- 10. Storefronts shall be primarily made of eighty (80) percent or more of clear glass.
- 11. Doorways shall be recessed.
- 12. Storefront windows shall use clear glass and sit above a base, commonly called a "bulkhead," of eighteen (18) to thirty-six (36) inches in height. Bulkheads shall be designed as prominent and visible elements of the building facade and shall include the use of one or more of the following materials: ornamental glazed tile in deep rich hues, either plain or with patterns; dark or light marble panels; or pre-cast concrete.
- 13. Service access to the building for loading and maintenance functions shall not exceed twenty (20) percent of the project frontage on any facing street.
- 14. Where windows are proposed within ten (10) feet of another building, the windows shall be offset horizontally at least 12 inches (edge to edge) or use clearstory windows, glass block or non-operable opaque windows so as not to have a direct line-of sight into adjacent units.
- **C. Roof Designs.** Residential projects shall comply with the following roof design standards:
 - 1. Roof lines shall be varied to break up the mass of the building. A building with a roofline longer than fifty (50) feet shall incorporate changes in roof heights of at least one (1) vertical elevation change of at least two (2) feet.
 - 2. Overhanging eaves shall extend twelve (12) inches or more past the supporting walls. This does not apply to gable faces.
 - 3. Steeply pitched (45 degrees or more) mansard roofs are prohibited.
 - 4. Roof-mounted equipment shall not be visible from the public right of way and integrated within the architecture of the building.
 - 5. The termination of a parapet shall not be visible from the public right of way or adjacent property. The parapet shall wrap around the entire roof, return at least eight (8) feet around corners, or die into an adjacent, taller wall.

- 6. Cornices and parapets shall:
 - a. Be utilized to conceal flat roofs and screen any roof-mounted mechanical equipment from the public right-of-way and adjacent properties.
 - b. Match the building's primary façade exterior colors and materials.
- Rooflines shall be vertically articulated at least every fifty (50) feet along the street frontage, using two of the following architectural elements: parapets, varying cornices, reveals, clerestory windows, or varying roof height and/or form.
- **D. Massing and Articulation.** Residential projects shall comply with the following massing and articulation standards:
 - 1. Buildings shall be designed to reduce apparent mass by dividing façades into a series of smaller components. Components shall be distinguished from one another through two (2) or more of the following:
 - a. Variations in the geometry or massing of the roof or variations in roof height of two (2) feet or more.
 - b. Changes in wall plane of one (1) foot or more.
 - c. Changes in texture, material, or surface colors.
 - d. Provide a minimum two (2) foot eave on the front elevation. This requirement does not apply to gable faces.
 - 2. Buildings shall have massing breaks (offsets, recesses, or projections) at least every fifty (50) feet along street frontage through the use of varying setbacks, building entries and recesses, or structural bays. Offsets, recesses, or projections shall vary in depth and/or direction of at least twelve (12) inches and a minimum width of four (4) feet.
 - 3. The first floor of a mixed-use project within fifty (50) feet of the street frontage shall be taller than the floors above, with a minimum plate height of ten (10) feet.
 - 4. Buildings shall include horizontal lines that match established horizontal lines of adjacent buildings.
 - 5. Buildings in the downtown shall provide 80% of the building facade located at the back of the sidewalk unless space between the building and sidewalk is a part of a pedestrian feature such as plazas, courtyards, or outdoor eating areas.

17.69.040 – Additional Design Details

A. Applicability. This section shall apply to eligible residential projects in all zones, including the Downtown Commercial (C-D) zone.

0 _____

- **B. Parking Areas.** Residential projects shall comply with the following parking standards:
 - 1. Parking areas shall be designed consistent with Chapter 12.38 (Parking and Driveway standards).
 - 2. When parking lots are proposed along street frontages, they shall be screened by a wall, fence, hedge or raised planter. The chosen screening material shall be a minimum height of three (3) feet and consistent with Section 17.70.070 (Fence, Walls, and Hedges). A fence or wall shall include a minimum three-foot-wide landscaped area between the wall or fence and the street or sidewalk. The hedge and planter shall have a planting area width of three (3) feet. Screening provided near a driveway shall have a maximum height of 2.5 feet and screening at roadway intersections shall comply with Section 17.70.210 (Vision Clearance Triangle at Intersections).
 - 3. Parking lots shall be planted with shade trees. A minimum of one twenty-four (24) inch box specimen tree, shall be required for every ten (10) parking spaces, or portion thereof, planted in structural soil, and shall be located uniformly throughout the parking area, excluding parking areas covered by solar panels. Tree species shall include any of the following:
 - a. Acer rubrum (Red Maple)
 - b. Ginkgo biloba ('Fairmont' Ginkgo)
 - c. Platanus racemosa (California Sycamore)
 - d. Platanus x acerifolia (London Plane)
 - e. Platanus occidentalis (American Sycamore)
 - f. Quercus agrifolia (Coast Live Oak)
 - g. Tilia cordata (Littleleaf Linden)
 - h. Ulmus parvifolia ('Drake' Chinese Elm)
 - i. Ulmus americana (American Elm)
 - j. Zelkova serrata (Zelkova 'Green Vase')
- **C. Bicycle Parking Areas.** Residential projects shall comply with the following bicycle parking standards:
 - Long term bicycle parking spaces shall be enclosed, lockable, and located within the residential building on the first floor unless the building includes elevator access to the upper floors.
 - 2. Long term bicycle parking spaces shall provide a minimum of one (1) outlet and an additional outlet per ten (10) bicycle parking spaces for charging electric bicycles.
 - 3. Long term bicycle parking racks shall be designed to allow the user to lock the bicycle to the rack and keep at least one bicycle wheel on the ground or provide a means for the user to roll the bicycle onto a rack and lift it up to a second level (example: the Two-Tier Double Docker Bike Rack by Ground Control Systems).

_			
\frown	١.		

- **D. Pedestrian Access.** Residential projects shall comply with the following pedestrian access standards:
 - 1. A system of pedestrian walkways shall connect all buildings on a site to each other, to onsite automobile and bicycle parking areas, and to any onsite open space areas or pedestrian amenities.
 - 2. An onsite walkway shall connect the principal building entry or entries to a public sidewalk on each street frontage.
- **E. Lighting.** Residential projects shall comply with the following lighting standards:
 - 1. Project exterior and parking lot lighting shall comply with Section 17.70.100 (Lighting and Night Sky Preservation).
- **F. Fencing.** Residential projects shall comply with the following fencing standards:
 - 1. Any proposed fencing shall be consistent with Section 17.70.070 (Fence, Walls, and Hedges).
 - 2. Chain link fencing is not allowed.
- **G. Trash Enclosure Design.** Residential projects shall comply with the following trash enclosure design standards:
 - 1. Trash enclosures shall accommodate for three (3) waste streams: trash, recycling, and organics and shall be designed consistent with Section 17.70.200.
 - 2. Trash enclosures shall be designed to include accent materials and colors that match the main residential building(s).
 - 3. Designs of trash enclosures shall comply with the City's engineering standards.
- **H. Miscellaneous.** Residential projects shall comply with the following miscellaneous standards:
 - All mechanical and electrical equipment shall be located internally within the proposed buildings. If equipment cannot be located internally due to code requirements, it shall be screened using a combination of at least two of the following: paint color, landscaping, fencing, or walls consistent with other City standards.
 - 2. Any required backflow preventer and double-check assembly shall be located inside the building within twenty (20) feet of the front property line. Where this is not possible, due to code requirements, the backflow preventer and double-check assembly shall be located in the street yard and screened using a combination of at least two of the following: paint color, landscaping, fencing or walls consistent with other City standards.

0

Ordinanc	e No	_ (2021 Series)		,	ATTACHMENT 1
3.	•		•	accessible by an e gn by using the sa	
of this Or any court remaining passed the phrase no	dinance is for the control of any control of any control of the co	or any reason h npetent jurisdicti f this Ordinance. ce, and each a invalid or uncor	eld to be invalid on, such decision The City Councind every section stitutional withou	ection, sentence, or unconstitutiona n shall not affect the larest section, senset to whether or unconstitution	I by a decision of the validity of the that it would have tence, clause, or ter any portion of
SECTION 6. A summary of this ordinance, together with the names of Council members voting for and against, shall be published at least five (5) days prior to its final passage, in The Tribune, a newspaper published and circulated in this City. This ordinance shall go into effect at the expiration of thirty (30) days after its final passage.					
by the Co	TRODUCEI ouncil of the llowing vote	City of San Luis	day of Obispo on the _	_ 2021, AND FIN day of	ALLY ADOPTED 2021,
NO	/ES: DES: BSENT:				
				Mayor	
ATTEST:	:			·	
 Teresa P	urrington, C	ity Clerk			
APPROV	ED AS TO	FORM:			
J. Christii	ne Dietrick,	City Attorney			
IN WITNESS WHEREOF , I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on					

0 ____

Teresa Purrington, City Clerk