

Avila Ranch
Compliance with Development Agreement
February 2023

Subject to Reimbursement
Fair Share Payments

Development Agreement

Item	DA ID	Summary Description	Responsibility	Timing and Compliance Status
1	1.03.a.1	Agreement terminates on 20th anniversary of effective date (11/2/37)	All Parties	ongoing; annually
2	1.03.a.2	Agreement terminates on 7th anniv of effective date (11/2/24) if Ph 1-2 backbone infrastructure not in place	All Parties	ongoing; annually
3	1.03.a.3	Agreement terminates once development and conditions are satisfied	All Parties	ongoing; annually
4	1.04.1 & 1.04.2	Agreement must be executed 5 days after Ordinance adoption; to County Recorder within 10 days	All Parties	ongoing; COMPLETED
5	5.03	Form Community Facilities District (CFD) or other financing mechanisms	City	ongoing; COMPLETED
6	5.04.2.f	Payment of all then-current processing fees for any subsequent planning applications and permits	Developer	ongoing; as new applications are made
7	5.04.2.g	Reimbursement/ Credits for developer improvements beyond fair share cost	City	ongoing; according to reimbursement agreements
8	5.04.2.i	Payment of staff & consultant time associated with: DA Review, MMFP, CFD, election costs, and admin costs	Developer	ongoing; monthly
9	5.04.2.j	Payment of California Department of Fish & Wildlife fees + County/Clerk Recorder Fees	Developer	prior to finaling NOD on any CEQA document
10	5.05.4.c	City to annually monitor whether there is a General Fund shortfall from fees collected	City	ongoing; annually
11	6.02.2	City may require oversizing of backbone infrastructure, under certain conditions	City	as needed
12	6.04.1	Applicant to make all reasonable efforts to purchase off-site improvement properties	Developer	as needed
13	7.02.1.b	Developer to complete first two phases and infrastructure within 7 years of effective date	Developer	ongoing
14	7.02.1.c	Developer to conform with phasing shown in Table	Developer	ongoing
15	7.03	Developer to dedicate 18.25 acres of parkland to satisfaction of PRC	Developer	coordinate with PRC
16	7.04	Developer to dedicate at least 50 acres of ag/open space onsite and preserve 50 acres offsite	Developer	applicant coordinating with City staff
17	7.05	Provide affordable and workforce housing per Exhibit G	Developer	applicant coordinating with City staff
18	7.07	Developer to provide accelerated compliance with energy standards	Developer	applicant coordinating with City staff
19	7.08.a	Developer to provide accelerated compliance with Climate Action Plan	Developer	applicant coordinating with City staff
20	7.08.c	Install water infrastructure for offsite annexations near Broad and Buckley per Exhibit H	Developer	applicant coordinating with City staff
21	7.08.d	Developer to dedicate 20x40 land for future water well site to City on Lots 594, 406, or 398	Developer	applicant coordinating with City staff
22	7.11	Construct all needed traffic improvements shown on Exhibit C; plus fair share portions of others	Developer	applicant coordinating with City staff
23	7.12	construct and/or fund bike improvements per Exhibit J	Developer	applicant coordinating with City staff
24	7.13.6	Developer to provide all cable for internet connections	Developer	as utilities are constructed
25	10.01	Annual evaluation of the MMRP and DA to ensure compliance	City	ongoing; annually
26	11.01	Annual evaluation of the MMRP to ensure compliance	City	ongoing; annually
27	11.02	Annual evaluation of the DA to ensure compliance	City	ongoing; annually
28	11.02.02	CDD to issue "Finding of Development Agreement Compliance" based on review	City	ongoing; annually
29	12.01	Any DA provision out of compliance must be cured within 60 days	both parties	ongoing
30	7.09	Build all necessary storm drain facilities	Developer	prior to subdivision map approval*
31	5.04.2.b; Amendment 1	Payment of all development impact fees: Citywide, Project Specific, LOVR Interchange	Developer	prior to each Final Map recordation
32	5.04.2.c	Payment of development impact fees: Water & Sewer	Developer	prior to each Final Map recordation
33	7.13.1	Include airport hazard related language in CC&Rs	Developer	with CC&Rs for each subdivision
34	7.10	Build interim fire station on Lot 302 at buildout of 361st unit	Developer	prior to construction of 361st unit