

**TO: HONORABLE CHAIRMAN AND PLANNING COMMISSION**

**FROM: ED GALLAGHER, COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: TENTATIVE PARCEL MAP PR 13-0068, APN 009-221-023  
(APPLICANT – DON ERNST)**

**DATE: NOVEMBER 25, 2014**

**Needs:** For the Planning Commission to consider an application for a Tentative Parcel Map to create four lots through the subdivision of an existing parcel into three lots, and inclusion of an adjacent parcel from a previous tract through the adjustment of a lot line.

**Facts:**

1. The project site is located west of Pacific Avenue and Merry Hill Road. See Attachment 1, Vicinity Map.
2. The property is zoned R-1 (Residential), with a General Plan designation of RSF-3 (Residential Single Family). The site is not located within the Uptown/Town Center Specific Plan area.
3. The existing property is 2.38 acres, and has an existing single-family residence located on it, which would remain. The proposed subdivision would create four lots:
  - Lot 1 – 49,311 sq. ft.
  - Lot 2 – 113,817 sq. ft.
  - Lot 3 – 20,302 sq. ft.
  - Lot 4 – 27,764 sq. ft.

See Attachment 2, Tentative Parcel Map.

4. Tentative Parcel Map Tract 2071 was approved in August, 2011. The Tentative Parcel Map included creation of Lot 10 as part of the map. Parcel Map PR 13-0068 includes a lot line adjustment to modify the boundaries of Lot 10, which will become Lot 2 of PR 13-0068.
5. The proposed parcel map would reconfigure the cul-de-sac access easement of Tract 2071, through the lot line adjustment for Lot 2. This adjustment would increase the size of Lot 2 from 2.41 acres to 2.61 acres, as shown on the Tentative Parcel Map.
6. Prior to recordation of Tentative Parcel Map PR 13-0068, improvements listed in the Subdivision Improvement Agreement for Tract 2071 shall be completed, including construction of the private driveway access. See Attachment 3, Subdivision Improvement Agreement.
7. The Development Review Committee (DRC) reviewed the subdivision at their meeting on October 20, 2014, and recommended approval to the Planning Commission.
8. The project is exempt from requirements of the California Environmental Quality Act (CEQA) Class 15, Minor Land Divisions.

**Analysis and**

**Conclusion:** The proposed project is an infill subdivision, and is consistent with Zoning and General Plan regulations. No buildings are proposed with this application. The project only includes a request to approve the tentative parcel map.

As noted above, the new Lot 2 configuration created through the elimination of the cul-de-sac provides improved access to Lot 2 with the recommended lot line adjustment. This new configuration also provides access to new Lots 1, 3, and 4. Prior to the recordation of the new lots, Tract 2071 improvements will need to be completed, which are required by the Subdivision Improvement Agreement.

The minimum lot size in the R-1 zoning district is based on the average slope of the property per Table 21.16E.090 of the Municipal Code. The average slope of the property is 11.5% which requires a minimum lot size of 12,500 square feet. The RSF-3 land use category of the General Plan sets the density cap for these parcels at three dwelling units per gross acre. All proposed lots are consistent with the minimum lot size.

This proposed subdivision supports implementation of the General Plan by providing opportunities for additional infill housing development.

**Policy**

**Reference:** Paso Robles General Plan, Paso Robles Zoning Ordinance, and CEQA.

**Fiscal**

**Impact:** None.

**Options:** After opening the public hearing and taking public testimony, the Planning Commission is requested to take one of the actions listed below:

- a. Adopt the attached Resolution, approving Tentative Parcel Map PR 13-0068 subject to findings and standard and site specific conditions.
- b. Amend, modify, or reject the above-listed action.

**Attachments:**

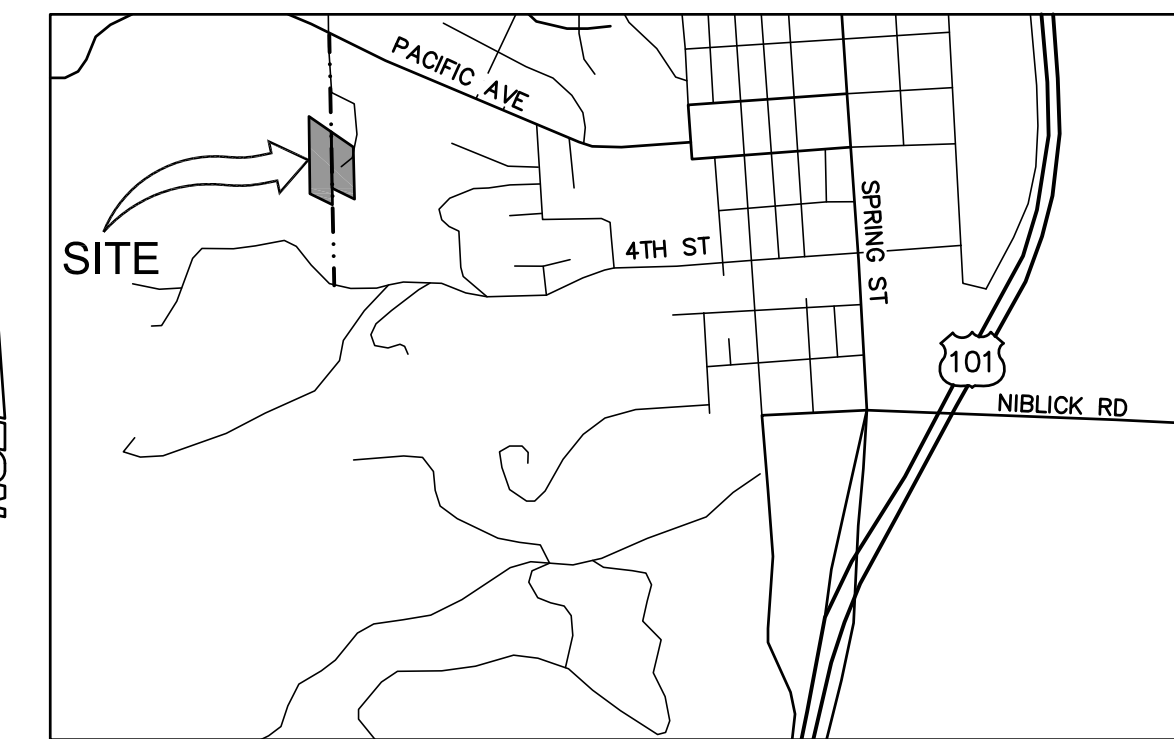
1. Vicinity Map
2. Tentative Parcel Map PR 13-0068
3. Amended and Restated Subdivision Improvement Agreement
4. Resolution to Approve Tentative Parcel Map PR 13-0068
5. Memo from City Engineer
6. Newspaper and Mail Notice Affidavits



**Attachment 1**  
Vicinity Map  
PR 13-0068  
(Ernst)

018-201-035  
STANLEY, BRYAN D & DENISE M

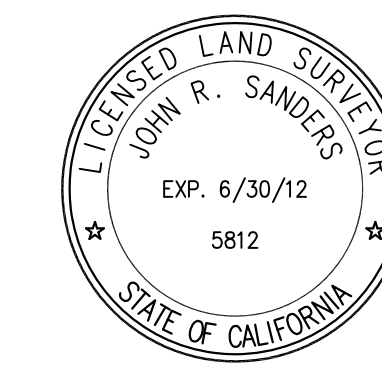
018-201-034  
STANLEY, MARK E & LYNN A



LOCATION MAP  
NO SCALE

SITE STATISTICS - OVERVIEW

|                          |                                                                                                                                    |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| TOTAL AREA               | 2.44 ACRES (106,170 SQ FT)                                                                                                         |
| TOTAL LOTS               | 3                                                                                                                                  |
| ZONING DESIGNATION:      | R-1                                                                                                                                |
| LAND USE DESIGNATION:    | RSF-4                                                                                                                              |
| RECORD OWNER:            | MARGARET ERNST<br>490 PACIFIC AVENUE<br>PASO ROBLES, CA 93446                                                                      |
| APPLICANT                | DON ERNST<br>1020 PALM STREET<br>SAN LUIS OBISPO, CA 93401                                                                         |
| SURVEYOR                 | NORTH COAST ENGINEERING, INC.<br>725 CRESTON RD., STE. B,<br>PASO ROBLES, CA 93446<br>JOHN R. SANDERS<br>LS 5812<br>(805) 239-3127 |
| A.P.N.                   | 009-221-023, 018-201-005                                                                                                           |
| PROPOSED USE OF PROPERTY | RESIDENTIAL                                                                                                                        |



SHEET INDEX

- 1 VESTING TENTATIVE PARCEL MAP
- 2 VESTING TENTATIVE PARCEL MAP
- 3 PRELIMINARY GRADING, DRAINAGE & UNDERGROUND DESIGN

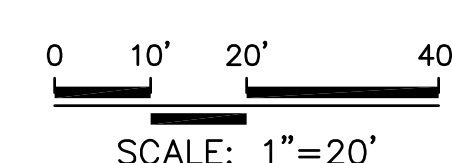
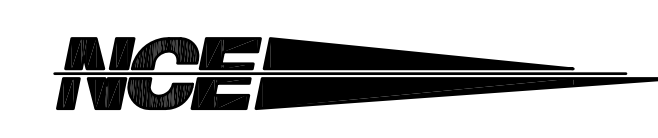
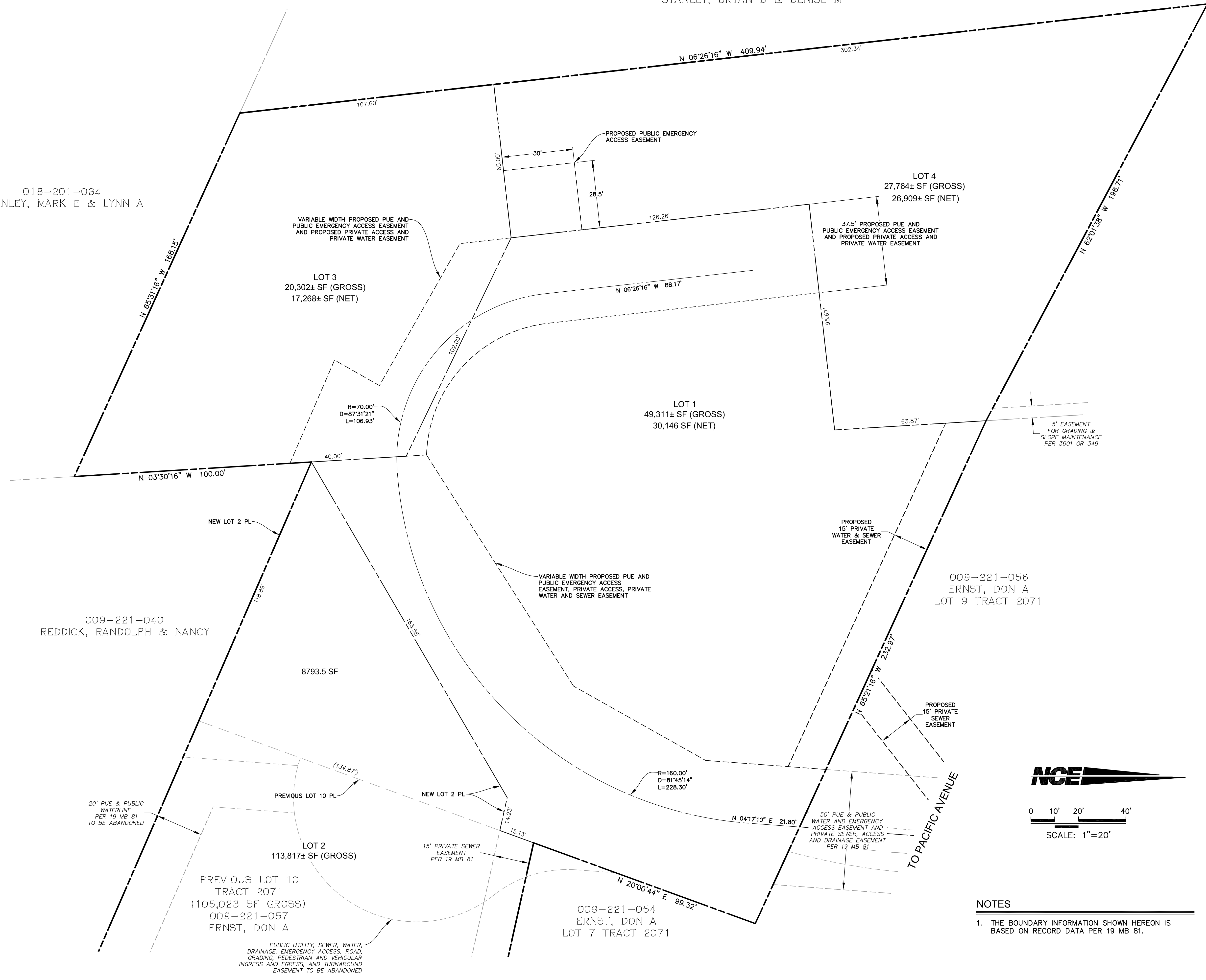
ERNST PROPERTY  
VESTING TENTATIVE  
PARCEL MAP  
PR 13-0068

IN THE CITY OF PASO ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA BEING A PORTION OF VILLA LOT 34 ACCORDING TO THE MAP RECORDED IN BOOK A OF MAPS, AT PAGE 169 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



1

October 16, 2014



NOTES

1. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECORD DATA PER 19 MB 81.

009-221-040  
REDDICK, RANDOLPH & NANCY

N 66°30'16" W 700.07'

581.18'

PREVIOUS LOT 10  
TRACT 2071  
(105,023 SF GROSS)  
009-221-057  
ERNST, DON A

20' PUE & PUBLIC  
WATERLINE  
PER 19 MB 81  
TO BE ABANDONED

NEW LOT 2 PL

8793.5 SF

LOT 2  
113,817± SF (GROSS)

PREVIOUS LOT 10 PL

NEW LOT 2 PL

PUBLIC UTILITY, SEWER, WATER,  
DRAINAGE, EMERGENCY ACCESS, ROAD,  
GRADING, PEDESTRIAN AND VEHICULAR  
INGRESS AND EGRESS, AND TURNAROUND  
EASEMENT TO BE ABANDONED

SEE SHEET 1

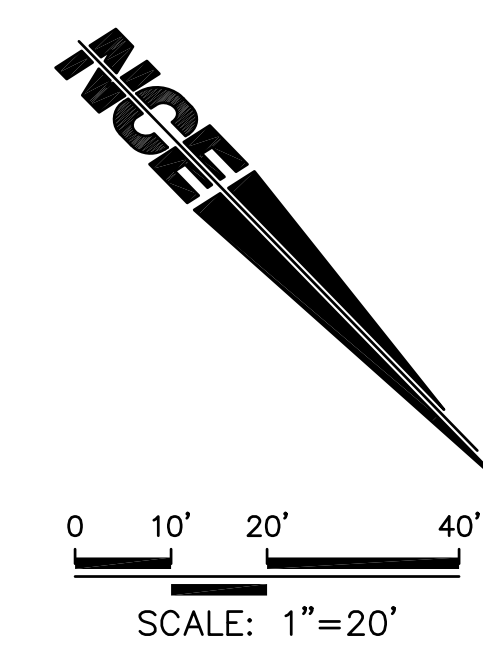
009-221-054  
ERNST, DON A  
LOT 7 TRACT 2071

15' PRIVATE SEWER  
EASEMENT  
PER 19 MB 81

N 77°26'40" W 474.97'

5' PG&E EASEMENT  
PER 1267 O.R. 749

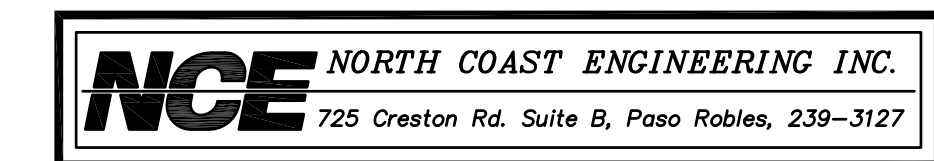
N 03°50'00" W 270.00'

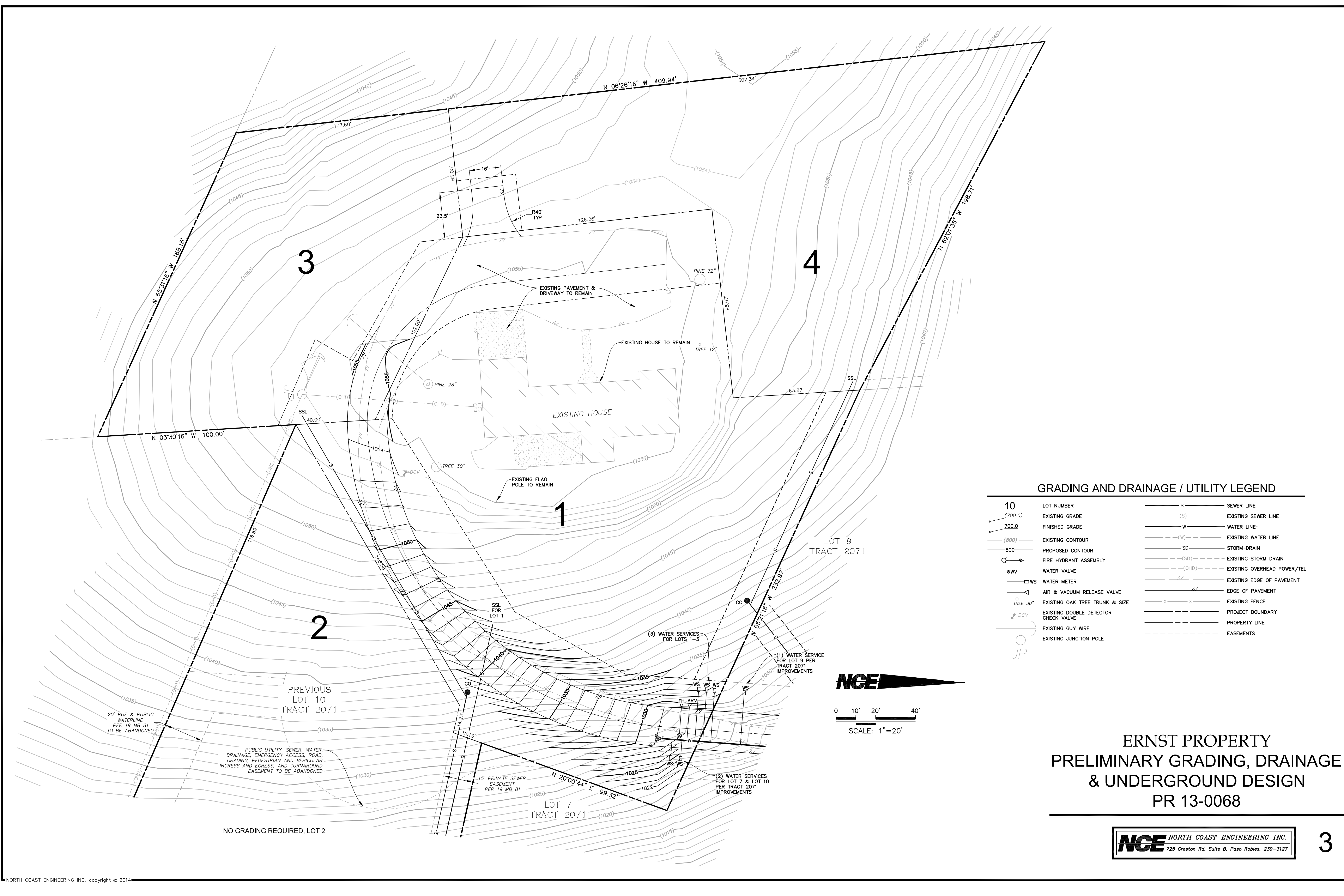


# ERNST PROPERTY VESTING TENTATIVE PARCEL MAP PR 13-0068

### NOTES

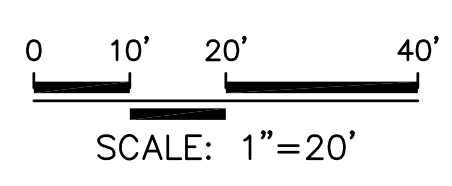
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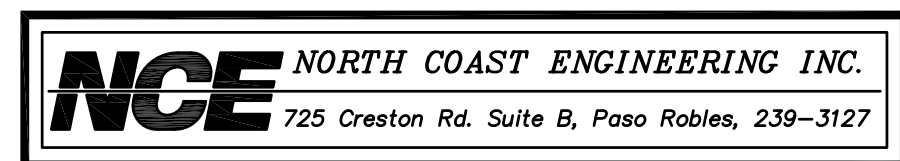


**GRADING AND DRAINAGE / UTILITY LEGEND**

|            |                                      |       |                             |
|------------|--------------------------------------|-------|-----------------------------|
| 10         | LOT NUMBER                           | S     | SEWER LINE                  |
| (700.0)    | EXISTING GRADE                       | (S)   | EXISTING SEWER LINE         |
| 700.0      | FINISHED GRADE                       | W     | WATER LINE                  |
| (800)      | EXISTING CONTOUR                     | (W)   | EXISTING WATER LINE         |
| 800        | PROPOSED CONTOUR                     | SD    | STORM DRAIN                 |
| ⊕          | FIRE HYDRANT ASSEMBLY                | (SD)  | EXISTING STORM DRAIN        |
| ⊕ WV       | WATER VALVE                          | (OHD) | EXISTING OVERHEAD POWER/TEL |
| ⊕ WS       | AIR & VACUUM RELEASE VALVE           | ---   | EXISTING EDGE OF PAVEMENT   |
| ⊕ TREE 30" | EXISTING OAK TREE TRUNK & SIZE       | ///   | EDGE OF PAVEMENT            |
| ⊕ DCV      | EXISTING DOUBLE DETECTOR CHECK VALVE | X-X   | EXISTING FENCE              |
| ⊕ JP       | EXISTING GUY WIRE                    | ---   | PROJECT BOUNDARY            |
|            | EXISTING JUNCTION POLE               | ---   | PROPERTY LINE               |
|            |                                      | ---   | EASEMENTS                   |



**ERNST PROPERTY  
PRELIMINARY GRADING, DRAINAGE  
& UNDERGROUND DESIGN  
PR 13-0068**



**3**

Recorded at the request of  
**Public**

DOC#: **2012016272**

Titles: 1 Pages: **18**



Fees **65.00**  
Taxes **0.00**  
Others **0.00**  
PAID **\$65.00**

WHEN RECORDED RETURN TO:  
ENGINEERING DIVISION  
CITY OF EL PASO DE ROBLES  
1000 SPRING STREET  
PASO ROBLES, CA 93446

FOR RECORDER USE ONLY

**AMENDED AND RESTATED**  
**SUBDIVISION IMPROVEMENT AGREEMENT**

**DATE OF AGREEMENT:** March 20, 2012

**NAME OF SUBDIVIDER:** DONALD and TERI L. ERNST, Trustees of the Ernst Family Trust.  
(referred to as "SUBDIVIDER")

**TRACT MAP NO.:** 2071 (Recorded Oct. 19, 2001 , at Book 19 and Page 81)  
(referred to as "SUBDIVISION")

**TENTATIVE MAP RESOLUTION OF APPROVAL NO.:** PC Resolution 92-077  
(referred to as "Resolution of Approval")

**ESTIMATED TOTAL COST OF IMPROVEMENTS:** \$840,654.00 (Eight Hundred Forty Thousand Six Hundred and Fifty-four Dollars)

**MONUMENTATION:** (included above)

**SURETY:** Santa Barbara Bank and Trust

**PERFORMANCE** \$840,654

**LABOR & MATERIALS (PAYMENT)** \$420,327

This AMENDED AND RESTATED SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF EL PASO DE ROBLES**, a municipal corporation of the State of California (hereinafter referred to as "CITY") and **DONALD and TERI L. ERNST, Trustees of the Ernst Family Trust** (hereinafter collectively referred to as "SUBDIVIDER").

## RECITALS

A. **SUBDIVIDER** has presented to **CITY** for approval and recordation, a final subdivision map of a proposed subdivision pursuant to provisions of the Subdivision Map Act of the State of California and **CITY**'s ordinances and regulations relating to the filing, approval, and recordation of subdivision maps. The Subdivision Map Act and **CITY**'s ordinances and regulations relating to the filing, approval, and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws".

B. A tentative map of the Subdivision has been approved, subject to the Subdivision Laws and to the requirements and conditions contained in the Resolution of Approval. The Resolution of Approval is on file in the Office of the City Clerk and is incorporated into this Agreement by reference.

C. The Subdivision Laws establish as a condition precedent to the approval of a final map that **SUBDIVIDER** must have complied with the Resolution of Approval and must have either (1) completed, in compliance with **CITY** standards, all of the improvements and land development work required by the Subdivision Laws or the Resolution of Approval, or (2) have entered into a secured agreement with **CITY** to complete the improvements and land development within a period of time specified by **CITY**.

D. **SUBDIVIDER** and **CITY** previously entered into a Subdivision Improvement Agreement, dated September 11, 2001, (the "Original Agreement") to complete the public improvements and land development by September 11, 2011. Neither the improvements nor the land development have yet been constructed, and **SUBDIVIDER** has requested that the term of the Original Agreement be extended for five (5) years.

E. In consideration of approval of a final map for the Subdivision by the City Council, and the extension of time for the completion of the improvements, **SUBDIVIDER** desires to enter into this Agreement, whereby **SUBDIVIDER** promises to install and complete, at **SUBDIVIDER**'s own expense, all the public improvement work required by **CITY** in connection with the proposed Subdivision. **SUBDIVIDER** has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney, which is based on the current estimated cost of the required public improvements.

F. Complete Improvement Plans for the construction, installation, and completion of the improvements have been prepared by **SUBDIVIDER** and approved by the City Engineer on



**January 31, 2011.** The Improvement Plans for **TRACT MAP NO. 2071** are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the improvements as approved by the City Engineer in January 2011 and as updated at the time of construction.

G. An updated estimate of the cost for construction of the public improvements and performing land development work in connection with the improvements according to the Improvement Plans has been made and has been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as **Exhibit "A"** to this Agreement.

H. **CITY** has adopted standards for the construction and installation of improvements within **CITY**. The Improvement Plans have been prepared in conformance with **CITY** standards in effect on the date of approval of the Improvement Plans, and as updated by the City Engineer in 2011.

I. Prior to completion of the required improvements and their acceptance by **CITY**, it is necessary that certain monuments and stakes, as specified on the final map for the Subdivision, shall be installed.

J. **SUBDIVIDER** recognizes that by approval of the final map for Subdivision, **CITY** has conferred substantial rights upon **SUBDIVIDER**, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the property within the Subdivision. As a result, **CITY** will be damaged to the extent of the cost of installation of the improvements by **SUBDIVIDER's** failure to perform its obligations under this Agreement, including, but not limited to, **SUBDIVIDER's** obligation to commence construction of the improvements by the time established in this Agreement. **CITY** shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by **SUBDIVIDER**. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the **SUBDIVIDER** shall be within the sole discretion of **CITY**.

K. The **SUBDIVIDER** and **CITY** intend that this Agreement replace and superseded the Original Agreement in its entirety, and that the Original Agreement be null and void, and of no further force or effect.

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the final map of the Subdivision, **SUBDIVIDER** and **CITY** agree as follows:

1. **SUBDIVIDER's Obligations to Construct Improvements.**

**SUBDIVIDER** shall:

a. Comply with all the requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws.

b. Complete, at **SUBDIVIDER's** own expense, all the public improvement work required on the Tentative Map and Resolution of Approval in conformance with approved Improvement Plans and the **CITY** standards as follows:

**PUBLIC IMPROVEMENTS**

**DEADLINE**

|                                         |                    |
|-----------------------------------------|--------------------|
| Grading of Right-of-Way                 | September 11, 2016 |
| Underground Utilities Installation      | September 11, 2016 |
| Storm Drainage Installation             | September 11, 2016 |
| Water Main, Sewer Main, Detention Basin | September 11, 2016 |
| Street Improvements                     | September 11, 2016 |
| Street Trees                            | September 11, 2016 |
| Drive Approach                          | September 11, 2016 |
| Landscaping and Irrigation              | September 11, 2016 |

**NOTE:** Notwithstanding the dates shown above, all public improvements must be completed upon the earlier of (i) the sale of any lot within the Subdivision; or (ii) five (5) years from the date of this Agreement.

**SUBDIVIDER** agrees that **CITY** may impose necessary changes to the scope of the improvement work if **CITY** determines that such changes are necessary and incidental to the successful completion and function of the improvements or required to meet **CITY's** standards.

c. Furnish the necessary materials for completion of the public improvements in conformity with the Improvement Plans and **CITY** standards.

d. Acquire and dedicate, or pay the cost of acquisition by **CITY**, of all rights-of-way, easements and other interests in real property for construction or installation of the public improvements, free and clear of all liens and encumbrances. The **SUBDIVIDER's** obligations with regard to acquisition by **CITY** of off-site rights-of-way, easements, and other interests in real property shall be subject to a separate agreement between **SUBDIVIDER** and

**CITY. SUBDIVIDER** shall also be responsible for obtaining any public or private drainage easements or authorization to accommodate the Subdivision.

e. Commence construction of the improvements by the time established in Section 21 of this Agreement and complete the improvements by the deadline stated in Paragraph 1(b) above, unless a time extension is granted by the **CITY** as authorized in Section 21.

f. Install all Subdivision monuments required by law prior to the completion and acceptance of the public improvements by **CITY**.

2. **Acquisition and Dedication of Easements or Rights-of-Way.** If any of the public improvement and land development work contemplated by this Agreement is to be constructed or installed on land not owned by **SUBDIVIDER**, no construction or installation shall be commenced before:

a. The offer of dedication to **CITY** of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or

b. The dedication to, and acceptance by, the **CITY** of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or

c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. **SUBDIVIDER** shall comply in all respects with the order of possession.

3. **Security.** **SUBDIVIDER** shall at all times guarantee **SUBDIVIDER's** performance of this Agreement by furnishing to **CITY**, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by **CITY** for the purposes and in the amounts as follows:

a. To assure faithful performance of this Agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements; and

b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor, materials for the improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the improvements; and

c. To guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by **CITY** against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements; and

d. **SUBDIVIDER** shall also furnish to **CITY** good and sufficient security in the amount of 100% of the estimated cost of setting Subdivision monuments as stated previously in this Agreement.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on Page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released. In lieu of obtaining performance and/or labor and materials bonds from a surety, **SUBDIVIDER** may, in its discretion, provide security in the form of cash or a certified check in the total amount of the sum of the estimated cost of (i) performance; and (ii) labor and materials, as shown on the first page of this Agreement, which security must be provided within ten (10) days of the date of this Agreement. If the security provided by **SUBDIVIDER** is in the form of cash or certified check, **CITY** shall deposit the funds in an interest-bearing account. At the time set forth in Section 6 for the release of security, **CITY** shall release the security in the amounts specified in Section 6, including all accrued interest on such amounts, to **SUBDIVIDER**.

4. **Alterations to Improvements Plans.**

a. Any changes, alterations or additions to the improvement plans and specifications or to the improvements which are determined by **CITY** to be necessary and incidental to the successful completion and function of the improvements or required to meet **CITY** standards, shall not relieve the improvement security given for faithful performance of this Agreement.

b. **SUBDIVIDER** shall construct the improvements in accordance with **CITY** standards in effect on the date of this Agreement. **CITY** reserves the right to modify the standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or comply with applicable State or Federal law or **CITY** zoning

ordinances. If **SUBDIVIDER** requests and is granted an extension of time for completion of the improvements, **CITY** may apply the standards in effect at the time of the extension.

5. **Construction Observation.** **SUBDIVIDER** shall at all times maintain proper facilities and safe access for observation of the public improvements by the **CITY Engineer** and his representatives and to the shops wherein any work is in preparation. Upon completion of the work, **SUBDIVIDER** may request a final walk-through by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determine that the work has been completed in accordance with this Agreement, then the City Engineer shall report the completion of the public improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been determined to have been completed in accordance with the Improvement Plans and **CITY** standards. **SUBDIVIDER** shall bear all costs of construction observation and reporting.

6. **Release of Securities.** The securities required by this Agreement shall be released as follows:

a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.

b. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six months after the completion and acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom lien have been filed and of which notice has been given to the legislative body, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

c. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Paragraph 11, the warranty period shall not commence until final acceptance of all the work and improvements by the City Council.

d. **CITY** may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

7. **Injury to Public Improvements, Public Property or Public Utilities Facilities.** **SUBDIVIDER** shall replace or have replaced, or repair or have repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. **SUBDIVIDER** shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by **CITY** or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

8. **Permits.** **SUBDIVIDER** shall, at **SUBDIVIDER's** expense, ensure that his/her contractors obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.

9. **Default of SUBDIVIDER.**

a. Default of **SUBDIVIDER** shall include, but not be limited to, **SUBDIVIDER's** failure to timely commence construction of this Agreement; **SUBDIVIDER's** failure to timely cure any defect in the improvements; **SUBDIVIDER's** failure to perform substantial construction work for a period of 20 calendar days after commencement of the work; **SUBDIVIDER's** insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which **SUBDIVIDER** fails to discharge within 30 days; the commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or **SUBDIVIDER's** failure to perform any other obligation under this Agreement.

b. **CITY** reserves to itself all remedies available to it at law or in equity for breach of **SUBDIVIDER's** obligations under this Agreement. **CITY** shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate **CITY's** damages in event of default by **SUBDIVIDER**. The right of **CITY** to draw upon or utilize the security is additional to and not in lieu of any other remedy available to **CITY**. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, **CITY's** damages for **SUBDIVIDER's** default shall be measured by the cost of completing the required improvements.

The sums provided by the improvement security may be used by CITY for the completion of the public improvements in accordance with the improvement plans and specifications contained herein.

In the event of SUBDIVIDER's default under this Agreement, SUBDIVIDER authorizes CITY to perform such obligation 20 days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER's surety, and agrees to pay the entire cost of such performance by CITY.

CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of SUBDIVIDER, and SUBDIVIDER's surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to SUBDIVIDER as may be on the site of the work and necessary for the performance of the work.

c. Failure of SUBDIVIDER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of a notice of violation against all the lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this subsection c. is in addition to and not in lieu of other remedies available to CITY. SUBDIVIDER agrees that the choice of remedy or remedies for SUBDIVIDER's breach shall be in the discretion of CITY.

d. In the event that SUBDIVIDER fails to perform any obligation hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

e. The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of SUBDIVIDER.

10. **Warranty.** SUBDIVIDER shall guarantee or warranty the work done pursuant to Section 1 of this Agreement for a period of one year after final acceptance by the City Council of the work and improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or

constructed by **SUBDIVIDER** fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, **SUBDIVIDER** shall without delay and without any cost to **CITY**, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. **SUBDIVIDER** further acknowledges and understands within the one (1) year warranty period as the project is accepted as final, **SUBDIVIDER** will bear the total responsibility for all repair and/or replacement of the improvements as installed, reserving to **SUBDIVIDER** the right of recourse or indemnity against any third party who causes damage to such improvements. Should **SUBDIVIDER** fail to act promptly or in accordance with this replacement, **SUBDIVIDER** hereby authorizes **CITY**, at **CITY**'s option, to perform the work 20 days after mailing written notice of default to **SUBDIVIDER** and to **SUBDIVIDER**'s surety, and agrees to pay the cost of such work by **CITY**. Should **CITY** determine that an urgency requires repairs or replacements to be made before **SUBDIVIDER** can be notified, **CITY** may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and **SUBDIVIDER** shall pay to **CITY** the cost of such repairs.

11. **SUBDIVIDER Not Agent of CITY.** Neither **SUBDIVIDER** nor any of **SUBDIVIDER**'s agents or contractors are or shall be considered to be agents of **CITY** in connection with the performance of **SUBDIVIDER**'s obligations under this Agreement.

12. **Injury to Work.** Until such time as the improvements are accepted by **CITY**, **SUBDIVIDER** shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by **CITY**, **SUBDIVIDER** will be responsible for the care, maintenance of, and any damage to such improvements. **CITY** shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of the cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by **SUBDIVIDER**.

13. **Other Agreements.** Nothing contained in this Agreement shall preclude **CITY** from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of **CITY**



ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.

14. **SUBDIVIDER's Obligation to Warn Public During Construction.** Until final acceptance of the improvements, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.

15. **Vesting of Ownership.** Upon acceptance of the work on behalf of CITY and recordation of the Notice of Completion, ownership of the public improvements constructed pursuant to this Agreement shall vest in CITY.

16. **Final Acceptance of Work.** Acceptance of the work on behalf of CITY shall be made by the City Council upon recommendation of the City Engineer after final completion of all improvements. The City Council shall act upon the Engineer's recommendation within 30 days from the date the City Engineer reports that the work has been finally completed, as provided in Paragraph 5. Such acceptance shall not constitute a waiver of defects by CITY.

17. **Indemnity/Hold Harmless.** CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents or employees in the performance of this Agreement. SUBDIVIDER further agrees to protect, indemnify, and hold harmless CITY, its officials and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of SUBDIVIDER, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other public improvements. Acceptance by CITY of the improvements shall not constitute an assumption by the CITY of any responsibility for any damage or taking covered by this paragraph. CITY shall not be responsible for the design or construction of the Subdivision or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by CITY in approving the plans or map, unless the particular improvement

design was specifically required by CITY over written objection by SUBDIVIDER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. After acceptance of the improvements, SUBDIVIDER shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect, and to be responsible for maintenance and care of the improvements. Provisions of this paragraph shall remain in full force and effect for 10 years following the acceptance by CITY of improvements. It is the intent of this section that SUBDIVIDER shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph. SUBDIVIDER shall provide CITY with a certificate of insurance in the aggregate amount of \$1,000,000.00 and in a form acceptable to the City Engineer.

18. **Sale or Disposition of Subdivision.** Sale or other disposition of this property will not relieve SUBDIVIDER from the obligations set forth herein. SUBDIVIDER agrees to notify CITY in writing at least 30 days in advance of any actual or pending sale or other disposition of the property. If SUBDIVIDER sells the property or any portion of the property within the Subdivision to any other person, SUBDIVIDER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, SUBDIVIDER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve SUBDIVIDER of the obligations under Paragraph 17 for the work or improvement done by SUBDIVIDER.

19. **Time of the Essence.** Time is of the essence of this Agreement.

20. **Time for Commencement of Work/Time Extensions.** SUBDIVIDER shall commence substantial construction of the improvements required by this Agreement not later than nine (9) months prior to the time for completion. In the event SUBDIVIDER is unable to complete the improvement work by the deadline, a written request to extend the deadline shall be submitted to the City Engineer at least four (4) weeks in advance of the deadline, and said request will be presented to the City Council for consideration. At that time, the City Council shall have

the option of terminating or extending this Agreement. If an extension of the deadline is allowed, the City Council may require additional securities, including, but not limited to, forfeitable cash deposits, to guarantee construction of the public improvements by the extended deadline. The City Council shall be the sole and final judge as to whether or not good cause has been shown to entitle **SUBDIVIDER** to an extension. Delay, other than delay in the commencement of work, resulting from an act of **CITY**, or by an act of God, which **SUBDIVIDER** could not have reasonably foreseen, or by storm or inclement weather which prohibits the conducting of work, and which were not caused by or contributed to by **SUBDIVIDER**, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Manager may require **SUBDIVIDER** to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. **No Vesting of Rights.** Performance by **SUBDIVIDER** of this Agreement shall not be construed to vest **SUBDIVIDER's** rights with respect to any change in any zoning or building law or ordinance.

22. **Notices.** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with **CITY**:

**CITY:** City of El Paso de Robles  
1000 Spring Street  
Paso Robles, CA 93446

**SUBDIVIDER:** Donald Ernst and Teri L. Ernst  
Trustees of the Ernst Family Trust  
1020 Palm Street  
San Luis Obispo, CA 93401

**SURETY:** Santa Barbara Bank & Trust  
1002 Anacapa Street  
Santa Barbara, CA 93101

23. **Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

24. **Captions.** The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

25. **Litigation or Arbitration.** In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

26. **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into the terms of this Agreement.

27. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties. In the case of CITY, the appropriate party shall be the City Manager.

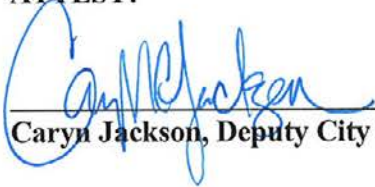
IN WITNESS WHEREOF, this Agreement is executed by CITY, by and through its Mayor.

CITY:

CITY OF EL PASO DE ROBLES

By:   
Duane Picanco, Mayor

ATTEST:

  
Caryn Jackson, Deputy City Clerk

SUBDIVIDERS:

Donald Ernst and Teri L. Ernst, Trustees of the Ernst Family Trust

  
Donald Ernst, Trustee  
(SIGNATURE MUST BE NOTARIZED)

  
Teri L. Ernst, Trustee  
(SIGNATURE MUST BE NOTARIZED)





ACKNOWLEDGMENT

State of California }  
County of San Luis Obispo } ss.

On March 20, 2012, before me, Sharie A. Scott, Notary Public,  
(here insert name and title of the officer)

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

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

Witness my hand and official seal.

Signature Sharie A. Scott



ACKNOWLEDGMENT

State of California }  
County of San Luis Obispo } ss.

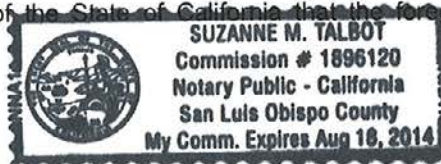
On 9/2/2011, before me, Suzanne M. Talbot, Notary Public,  
(here insert name and title of the officer)

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

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

Witness my hand and official seal.

Signature Suzanne M. Talbot



(Seal)

ACKNOWLEDGMENT

State of California }  
County of San Luis Obispo } ss.

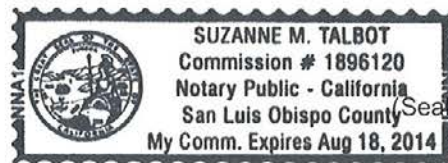
On 9/2/2011, before me, Suzanne M. Talbot, Notary Public,  
(here insert name and title of the officer)

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

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

Witness my hand and official seal.

Signature Suzanne M. Talbot





RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF EL PASO DE ROBLES  
APPROVING TENTATIVE PARCEL MAP PR 13-0068  
APN: 009-221-023  
APPLICANT - ERNST

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WHEREAS, Tentative Parcel Map PR 13-0068, an application filed by North Coast Engineering, on behalf of Don Ernst, to create four parcels through the subdivision of an existing 2.38 acre parcel into three (3) individual parcels and inclusion of an adjacent parcel from a previous tract through the adjustment of a lot line; and

WHEREAS, the proposed subdivision would create four lots with Lot 1 to be 49,311 sq. ft., Lot 2 to be 113,817 sq. ft., Lot 3 to be 20,302 sq. ft., and Lot 4 to be 27,764 sq. ft.; and

WHEREAS, the site is located west of the intersection of Merryhill Drive and Pacific Avenue; and

WHEREAS, the subject site is located in the Residential Single Family (RSF-3) land use category, and the R-1 zoning district; and

WHEREAS, an existing house is currently located on Lot 1 and is proposed to remain; and

WHEREAS, the proposed map would be consistent with the Zoning Code Section 21.16E.030, Density of Residential Development; and

WHEREAS, the proposed tentative parcel map is Categorically Exempt from environmental review per Section 15315 of the State's Guidelines to Implement the California Environmental Quality Act (CEQA), Class 15, Minor Land Divisions; and

WHEREAS, based upon the facts and analysis presented in the staff report, public testimony received and subject to the conditions listed below, the Planning Commission makes the following findings as required by Government Code Sections 66474 and 65457:

1. The proposed tentative parcel map is consistent with the adopted General Plan for the City of El Paso de Robles in that it provides for infill development within close proximity to schools, shopping, and other services;
2. As conditioned, the design of lots, streets, open space, drainage, sewers, water and other improvements is consistent with the General Plan and Zoning Ordinance;
3. The site is physically suitable for the type of development proposed;
4. The site is physically suitable for the proposed density of development;
5. The design of the land division is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat;
6. The land division proposed is not likely to cause serious public health problems;

7. The design of the land division will not conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision;
8. The fulfillment of the requirements listed in the Conditions below are a necessary prerequisite to the orderly development of the site and surrounding area.
9. The applicant shall take the steps necessary to annex to or form a City Community Facilities District (CFD) in order to provide funding for City services for each new parcel or dwelling unit in the proposed development. The agreement to form or annex to a CFD shall be in a manner to be approved by the City Attorney. Participation in a City CFD for services is intended to fully mitigate the incremental impact of new residential development on City services.

In order to insure that there is adequate and consistent funding to provide for City services in a manner reflective of adopted General Plan standards, it is necessary to provide a "fall back" funding mechanism in case, for any reason, it is not possible to annex to or form a CFD that would fully mitigate the incremental fiscal impacts on City services. A fall back funding mechanism is also needed if a CFD is formed and for whatever reason the CFD is invalidated or otherwise is incapable of meeting its intended purpose of fully mitigating the impacts of new residential development on City services.

In order to insure that there is an alternative form of fiscal mitigation, prior to final approval of any project creating additional residential lots or dwelling units, the property owner shall agree, in a manner subject to approval by the City Attorney, to provide for alternative means of fiscal mitigation. The alternative means of fiscal mitigation could include, but would not be limited to, equivalent services being provided by a Homeowners Association, a perpetual endowment to cover the incremental costs of City services (including a CPI adjustment), a City road maintenance assessment district, or a combination of such tools to insure full fiscal mitigation of impacts to City services.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of El Paso de Robles, does hereby grant tentative map approval for Tentative Parcel Map PR 13-0068 subject to the following conditions of approval.

STANDARD CONDITIONS OF APPROVAL:

1. The applicant/developer shall comply with those standard conditions which are indicated as applicable in "Exhibit A" to this resolution.

SITE SPECIFIC CONDITIONS OF APPROVAL:

NOTE: In the event of conflict or duplication between standard and site specific conditions, the site specific condition shall supersede the standard condition.

PLANNING

2. The project shall be designed so that it substantially conforms with the following exhibit and conditions established by this resolution:

| <u>EXHIBIT</u> | <u>DESCRIPTION</u>              |
|----------------|---------------------------------|
| A              | Standard Conditions of Approval |
| B              | Tentative Parcel Map PR 13-0068 |

3. PR 13-0068 would create four lots through the subdivision of an existing 2.38 acre lot into three lots of 49,311 sq. ft. (Lot 1), 20,302 sq. ft. (Lot 3), and 27,764 sq. ft. (Lot 4) respectively; and expansion in size of an adjacent lot (Lot 2) through a lot line adjustment from 2.41 acres to 2.61 acres.
4. Prior to the issuance of any building permits, detailed site plans and landscaping plans shall be reviewed by the Development Review Committee. All development standards within the Zoning Code shall apply.
5. Prior to recordation of the Final Map, the improvements associated with Tract 2071 will need to be completed, which are required by the Subdivision Improvement Agreement.
6. The Final Map shall include a 50 foot wide vehicle access easement from Pacific Avenue through the property line of Lot 2 in favor of Lots 1, 3, and 4. Additionally, the Final Map shall include a public utility, public water, private sewer, drainage, and emergency access easement.
7. The Final Map shall reflect a modification of moving the property line of Lot 2 to the location shown on the Tentative Parcel Map.

ENGINEERING

8. Prior to final map approval, the applicant shall complete all improvements as outlined in the Subdivision Improvement Agreement for Tract 2071 dated March 20, 2012, and recorded March 26, 2012.

PASSED AND ADOPTED THIS 25<sup>th</sup> day of November, 2014 by the following Roll Call Vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

\_\_\_\_\_  
 DOUG BARTH, CHAIRMAN

ATTEST:

\_\_\_\_\_  
 ED GALLAGHER, SECRETARY OF THE PLANNING COMMISSION

EXHIBIT A OF RESOLUTION  
CITY OF EL PASO DE ROBLES  
STANDARD DEVELOPMENT CONDITIONS

Planned Development \_\_\_\_\_  Conditional Use Permit \_\_\_\_\_

Tentative Parcel Map \_\_\_\_\_  Tentative Tract Map \_\_\_\_\_

Approval Body: Planning Commission Date of Approval: \_\_\_\_\_

Applicant: Ernst Location: Pacific Avenue

APN: 009-xxx-xxx

The following conditions that have been checked are standard conditions of approval for the above referenced project. The checked conditions shall be complied with in their entirety before the project can be finalized, unless otherwise specifically indicated. In addition, there may be site specific conditions of approval that apply to this project in the resolution.

**COMMUNITY DEVELOPMENT DEPARTMENT - The applicant shall contact the Community Development Department, (805) 237-3970, for compliance with the following conditions:**

**A. GENERAL CONDITIONS – PD/CUP:**

- 1. This project approval shall expire on \_\_\_\_\_, 2016 unless a time extension request is filed with the Community Development Department, or a State mandated automatic time extension is applied prior to expiration.
- 2. The site shall be developed and maintained in accordance with the approved plans and unless specifically provided for through the Planned Development process shall not waive compliance with any sections of the Zoning Code, all other applicable City Ordinances, and applicable Specific Plans.
- 3. To the extent allowable by law, Owner agrees to hold City harmless from costs and expenses, including attorney's fees, incurred by City or held to be the liability of City in connection with City's defense of its actions in any proceeding brought in any State or Federal court challenging the City's actions with respect to the project. Owner understands and acknowledges that City is under no obligation to defend any legal actions challenging the City's actions with respect to the project.

(Adopted by Planning Commission Resolution \_\_\_\_\_)

- 4. Any site specific condition imposed by the Planning Commission in approving this project (**Tentative Parcel Map**) may be modified or eliminated, or new conditions may be added, provided that the Planning Commission shall first conduct a public hearing in the same manner as required for the approval of this project. No such modification shall be made unless the Commission finds that such modification is necessary to protect the public interest and/or neighboring properties, or, in the case of deletion of an existing condition, that such action is necessary to permit reasonable operation and use for this approval.
- 5. The site shall be kept in a neat manner at all times and the landscaping shall be continuously maintained in a healthy and thriving condition.
- 6. All signs shall be subject to review and approval as required by Municipal Code Section 21.19 and shall require a separate application and approval prior to installation of any sign.
- 7. All walls/fences and exposed retaining walls shall be constructed of decorative materials which include but are not limited to splitface block, slumpstone, stuccoed block, brick, wood, crib walls or other similar materials as determined by the Development Review Committee, but specifically excluding precision block.
- 8. Prior to the issuance of a Building Permit a landscape and irrigation plan consistent with the Landscape and Irrigation Ordinance, shall be submitted for City review and approval. The plan needs to be designed in a manner that utilizes drought tolerant plants, trees and ground covers and minimizes, if not eliminates the use of turf. The irrigation plan shall utilize drip irrigation and limit the use of spray irrigation. All existing and/or new landscaping shall be installed with automatic irrigation systems.
- 9. A reciprocal parking and access easement and agreement for site access, parking, and maintenance of all project entrances, parking areas, landscaping, hardscape, common open space, areas and site lighting standards and fixtures, shall be recorded prior to or in conjunction with the Final Map. Said easement and agreement shall apply to all properties, and be referenced in the site Covenants, Conditions and Restrictions (CC&Rs).
- 10. All outdoor storage shall be screened from public view by landscaping and walls or fences per Section 21.21.110 of the Municipal Code.
- 11. For commercial, industrial, office or multi-family projects, all refuse enclosures are required to provide adequate space for recycling bins. The enclosure shall be architecturally compatible with the primary building. Gates shall be view obscuring and constructed of durable materials. Check with Paso Robles Waste Disposal to determine the adequate size of enclosure based on the number and size of containers to be stored in the enclosure.

(Adopted by Planning Commission Resolution \_\_\_\_\_)

- 12. For commercial, industrial, office or multi-family projects, all existing and/or new ground-mounted appurtenances such as air-conditioning condensers, electrical transformers, backflow devices etc., shall be screened from public view through the use of decorative walls and/or landscaping subject to approval by the Community Development Director or his designee. Details shall be included in the building plans.
- 13. All existing and/or new roof appurtenances such as air-conditioning units, grease hoods, etc. shall be screened from public view. The screening shall be architecturally integrated with the building design and constructed of compatible materials to the satisfaction of the Community Development Director or his designee. Details shall be included in the building plans.
- 14. All existing and/or new lighting shall be shielded so as to be directed downward in such a manner as to not create off-site glare or adversely impact adjacent properties. The style, location and height of the lighting fixtures shall be submitted with the building plans and shall be subject to approval by the Community Development Director or his designee.
- 15. All walls/fences and exposed retaining walls shall be constructed of decorative materials which include but are not limited to splitface block, slumpstone, stuccoed block, brick, wood, crib walls or other similar materials as determined by the Development Review Committee, but specifically excluding precision block.
- 16. It is the property owner's responsibility to insure that all construction of private property improvements occur on private property. It is the owner's responsibility to identify the property lines and insure compliance by the owner's agents.
- 17. Any existing Oak trees located on the project site shall be protected and preserved as required in City Ordinance No.835 N.S., Municipal Code No. 10.01 "Oak Tree Preservation", unless specifically approved to be removed. An Oak tree inventory shall be prepared listing the Oak trees, their disposition, and the proposed location of any replacement trees required. In the event an Oak tree is designated for removal, an approved Oak Tree Removal Permit must be obtained from the City, prior to removal.
- 18. No storage of trash cans or recycling bins shall be permitted within the public right-of-way.
- 19. Prior to recordation of the map or prior to occupancy of a project, all conditions of approval shall be completed to the satisfaction of the City Engineer and Community Developer Director or his designee.
- 20. Two sets of the revised Planning Commission approved plans incorporating all Conditions of Approval, standard and site specific, shall be submitted to the Community Development Department prior to the issuance of building permits.

(Adopted by Planning Commission Resolution \_\_\_\_\_)

- 21. Prior to the issuance of building permits, the
  - Development Review Committee shall approve the following:
  - Planning Division Staff shall approve the following:
    - a. A detailed site plan indicating the location of all structures, parking layout, outdoor storage areas, walls, fences and trash enclosures;
    - b. A detailed landscape plan;
    - c. Detailed building elevations of all structures indicating materials, colors, and architectural treatments;
    - d. Other:

**B. GENERAL CONDITIONS – TRACT/PARCEL MAP:**

- 1. In accordance with Government Section 66474.9, the subdivider shall defend, indemnify and hold harmless the City, or its agent, officers and employees, from any claim, action or proceeding brought within the time period provided for in Government Code section 66499.37, against the City, or its agents, officers, or employees, to attack, set aside, void, annul the City's approval of this subdivision. The City will promptly notify subdivider of any such claim or action and will cooperate fully in the defense thereof.
- 2. The Covenants, Conditions, and Restrictions (CC&Rs) and/or Articles Affecting Real Property Interests are subject to the review and approval of the Community Development Department, the Public Works Department and/or the City Attorney. They shall be recorded concurrently with the Final Map or prior to the issuance of building permits, whichever occurs first. A recorded copy shall be provided to the affected City Departments.
- 3. The owner shall petition to annex residential Tract (or Parcel Map)\_\_\_\_\_ into the City of Paso Robles Community Facilities District No. 2005-1 for the purposes of mitigation of impacts on the City's Police and Emergency Services Departments.
- 4. Street names shall be submitted for review and approval by the Planning Commission, prior to approval of the final map.
- 5. The following areas shall be permanently maintained by the property owner, Homeowners' Association, or other means acceptable to the City:  


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(Adopted by Planning Commission Resolution \_\_\_\_\_)

**ENGINEERING DIVISION- The applicant shall contact the Engineering Division, (805) 237-3860, for compliance with the following conditions:**

All conditions marked are applicable to the above referenced project for the phase indicated.

**C. PRIOR TO ANY PLAN CHECK:**

- 1. The applicant shall enter into an Engineering Plan Check and Inspection Services Agreement with the City.

**D. PRIOR TO ISSUANCE OF A GRADING PERMIT:**

- 1. Prior to approval of a grading plan, the developer shall apply through the City, to FEMA and receive a Letter of Map Amendment (LOMA) issued from FEMA. The developer's engineer shall provide the required supporting data to justify the application.
- 2. Any existing Oak trees located on the project site shall be protected and preserved as required in City Ordinance No. 553, Municipal Code No. 10.01 "Oak Tree Preservation", unless specifically approved to be removed. An Oak tree inventory shall be prepared listing the Oak trees, their disposition, and the proposed location of any replacement trees required. In the event an Oak tree is designated for removal, an approved Oak Tree Removal Permit must be obtained from the City, prior to its removal.
- 3. A complete grading and drainage plan shall be prepared for the project by a registered civil engineer and subject to approval by the City Engineer. The project shall conform to the City's Storm Water Discharge Ordinance.
- 4. A Preliminary Soils and/or Geology Report providing technical specifications for grading of the site shall be prepared by a Geotechnical Engineer.
- 5. A Storm Water Pollution Prevention Plan per the State General Permit for Storm Water Discharges Associated with Construction Activity shall be provided for any site that disturbs greater than or equal to one acre, including projects that are less than one acre that are part of a larger plan of development or sale that would disturb more than one acre.

**E. PRIOR TO ISSUANCE OF A BUILDING PERMIT:**

- 1. All off-site public improvement plans shall be prepared by a registered civil engineer and shall be submitted to the City Engineer for review and approval. The improvements shall be designed and placed to the Public Works Department Standards and Specifications.

(Adopted by Planning Commission Resolution \_\_\_\_\_)



- 2. The applicant shall submit a composite utility plan signed as approved by a representative of each public utility.
- 3. Landscape and irrigation plans for the public right-of-way shall be incorporated into the improvement plans and shall require approval by the Streets Division Supervisor and the Community Development Department.
- 4. In a special Flood Hazard Area as indicated on a Flood Insurance Rate Map (FIRM) the owner shall provide an Elevation Certificate in accordance with the National Flood Insurance program. This form must be completed by a land surveyor or civil engineer licensed in the State of California.

**F. PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY OR RECORDATION OF THE FINAL MAP:**

**The Planning Commission has made a finding that the fulfillment of the construction requirements listed below are a necessary prerequisite to the orderly development of the surrounding area.**

- 1. The applicant shall pay any current and outstanding fees for Engineering Plan Checking and Construction Inspection services.
- 2. All public improvements are completed and approved by the City Engineer, and accepted by the City Council for maintenance.
- 3. The owner shall offer to dedicate and improve the following street(s) to the standard indicated:

| Street Name | City Standard | Standard Drawing No. |
|-------------|---------------|----------------------|
|-------------|---------------|----------------------|

- 4. If, at the time of approval of the final map, any required public improvements have not been completed and accepted by the City the owner shall be required to enter into a Subdivision Agreement with the City in accordance with the Subdivision Map Act.

Bonds required and the amount shall be as follows:  
 Performance Bond.....100% of improvement costs.  
 Labor and Materials Bond.....50% of performance bond.

- 5. If the existing City street adjacent to the frontage of the project is inadequate for the traffic generated by the project, or will be severely damaged by the construction, the applicant shall excavate the entire structural section and replace it with a standard half-width street plus a 12' wide travel lane and 8' wide graded shoulder adequate to provide for two-way traffic.

(Adopted by Planning Commission Resolution \_\_\_\_\_)

- 6. If the existing pavement and structural section of the City street adjacent to the frontage of the project is adequate, the applicant shall provide a new structural section from the proposed curb to the edge of pavement and shall overlay the existing paving to centerline for a smooth transition.
- 7. Due to the number of utility trenches required for this project, the City Council adopted Pavement Management Program requires a pavement overlay on Vine Street along the frontage of the project.
- 8. The applicant shall install all utilities. Street lights shall be installed at locations as required by the City Engineer. All existing overhead utilities adjacent to or within the project shall be relocated underground except for electrical lines 77 kilovolts or greater. All utilities shall be extended to the boundaries of the project.
- 9. The owner shall offer to dedicate to the City the following easement(s). The location and alignment of the easement(s) shall be to the description and satisfaction of the City Engineer:
  - a. Public Utilities Easement;
  - b. Water Line Easement;
  - c. Sewer Facilities Easement;
  - d. Landscape Easement;
  - e. Storm Drain Easement.
- 10. The developer shall annex to the City's Landscape and Lighting District for payment of the operating and maintenance costs of the following:
  - a. Street lights;
  - b. Parkway/open space landscaping;
  - c. Wall maintenance in conjunction with landscaping;
  - d. Graffiti abatement;
  - e. Maintenance of open space areas.
- 11. For a building with a Special Flood Hazard Area as indicated on a Flood Insurance Rate Map (FIRM), the developer shall provide an Elevation Certificate in accordance with the National Flood Insurance Program. This form must be completed by a lands surveyor or civil engineer licensed in the State of California.
- 12. All final property corners shall be installed.
- 13. All areas of the project shall be protected against erosion by hydro seeding or landscaping.
- 14. All construction refuse shall be separated (i.e. concrete, asphalt concrete, wood gypsum board, etc.) and removed from the project in accordance with the City's Source Reduction and Recycling Element.

(Adopted by Planning Commission Resolution \_\_\_\_\_)

- 15. Clear blackline mylars and paper prints of record drawings, signed by the engineer of record, shall be provided to the City Engineer prior to the final inspection. An electronic autocad drawing file registered to the California State Plane – Zone 5 / NAD83 projected coordinate system, units in survey feet, shall be provided.

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**PASO ROBLES DEPARTMENT OF EMERGENCY SERVICES-** The applicant shall contact the Department of Emergency Services, (805) 227-7560, for compliance with the following conditions:

**G. GENERAL CONDITIONS**

- 1.  Prior to the start of construction:
  - Plans shall be reviewed, approved and permits issued by Emergency Services for underground fire lines.
  - Applicant shall provide documentation to Emergency Services that required fire flows can be provided to meet project demands.
  - Fire hydrants shall be installed and operative to current, adopted edition of the California Fire Code.
  - A based access road sufficient to support the department's fire apparatus (HS-20 truck loading) shall be constructed and maintained for the duration of the construction phase of the project.
  - Access road shall be at least twenty (20) feet in width with at least thirteen (13) feet, six (6) inches of vertical clearance.
  
- 2.  Provide central station monitored fire sprinkler system for all residential, commercial and industrial buildings that require fire sprinklers in current, adopted edition of the California Building Code, California Fire Code and Paso Robles Municipal Code.
  - Plans shall be reviewed, approved and permits issued by Emergency Services for the installation of fire sprinkler systems.
  
- 3.  Provide central station monitored fire alarm system for all residential, commercial and industrial buildings that require fire alarm system in current, adopted edition of the California Building Code, California Fire Code and Paso Robles Municipal Code.
  
- 4.  If required by the Fire Chief, provide on the address side of the building if applicable:
  - Fire alarm annunciator panel in weatherproof case.
  - Knox box key entry box or system.
  - Fire department connection to fire sprinkler system.

(Adopted by Planning Commission Resolution \_\_\_\_\_)

5.  Provide temporary turn-around to current City Engineering Standard for phased construction streets that exceed 150 feet in length.
6.  Project shall comply with all requirements in current, adopted edition of California Fire Code and Paso Robles Municipal Code.
7.  Prior to the issuance of Certificate of Occupancy:
  - Final inspections shall be completed on all underground fire lines, fire sprinkler systems, fire alarm systems and chemical hood fire suppression systems.
  - Final inspections shall be completed on all buildings.

(Adopted by Planning Commission Resolution \_\_\_\_\_)

## MEMORANDUM

**TO:** Susan DeCarli  
**FROM:** John Falkenstien  
**SUBJECT:** Vesting Tentative Parcel Map PR 13-0068, Ernst  
**DATE:** October 24, 2014

### **Streets**

The parcels being created will take access from the development of a private street off of the west end of Pacific Avenue. This street is guaranteed to be improved to Emergency Services Standards (20-foot wide, maximum slope 15%) with securities deposited by the applicant in association with the development of Tract 2071. Tract 2071 is a 10 lot subdivision that separates the subject property from Pacific Avenue. The infrastructure in Tract 2071 provides all the utilities and access to the parcels in Tentative Parcel Map 13-0068.

### **Sewer and Water**

The existing house is currently served with City water. Water and sewer mains will be extended to the new parcels with the development of Tract 2071.

The elevation of the parcels are above the pressure zone of the water service area. The water main in the private street will be augmented with a booster pump station in order to provide water service and fire protection.

### **Conditions**

All improvements as outlined in the Subdivision Improvement Agreement for Tract 2071 dated March 20, 2012, and recorded March 26, 2012, shall be completed prior to the recordation of the final map.

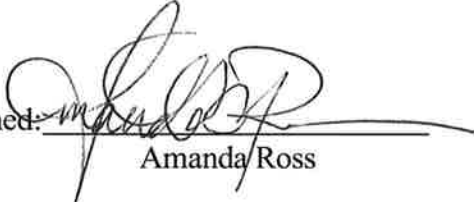
**AFFIDAVIT  
OF MAIL NOTICES**

**PLANNING COMMISSION/CITY COUNCIL PROJECT NOTICING**

I, Amanda Ross, employee of the City of El Paso de Robles, California, do hereby certify that the mail notices have been processed as required for Parcel Map PR 13-00068 (Don Ernst) on this 13<sup>th</sup> day of November, 2014.

City of El Paso de Robles  
Community Development Department  
Planning Division

Signed: \_\_\_\_\_

  
Amanda Ross

PROOF OF PUBLICATION

LEGAL NEWSPAPER NOTICES

PLANNING COMMISSION  
PROJECT NOTICING

Newspaper: The Tribune

Date of Publication: 11/14/2014

Meeting Date: 11/25/14  
Planning Commission

Project: Tentative Parcel Map PR 13-0068 -  
Subdivide an existing parcel into  
three lots and adjust the lot line of an  
adjacent lot.

I, Kristen L. Buxkemper, employee of the  
Community Development Department, Engineering  
Division, of the City of El Paso de Robles, do hereby  
certify that this notice is a true copy of a published  
legal newspaper notice for the above named project.

Signed:   
Kristen L. Buxkemper

**CITY OF EL PASO DE ROBLES**  
**NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Planning Commission of the City of El Paso de Robles will hold a Public Hearing on Tuesday, November 25, 2014 at 7:30 p.m. at the City of El Paso de Robles, 1000 Spring Street, Paso Robles, California, in the City Council Chambers, to consider the following:

An application for a Tentative Parcel Map (PR 13-0068) to subdivide an existing parcel (APN 018-201-005) into three lots and adjust the lot line of an adjacent lot.

The application and staff report may be reviewed at the Community Development Department, 1000 Spring Street, Paso Robles, California. Copies may be purchased for the cost of reproduction.

Written comments on the project may be mailed to the Community Development Department, 1000 Spring Street, Paso Robles, CA 93446, provided that the comments are received prior to the time of the public hearing. Oral comments may be made at the hearing. Should you have any questions regarding this application, please call Susan DeCarli at (805) 237-3970 or by email at [sdecarli@prcity.com](mailto:sdecarli@prcity.com).

If you challenge the project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at or prior to the public hearing.

Amanda Ross  
Planning Intern  
November 14, 2014 1376487