AGENDA

REGULAR MEETING OF THE
PLANNING COMMISSION
TUESDAY, AUGUST 4, 2020
6:00 P.M.

Council Chambers, City Hall
212 S. Vanderhurst Avenue, King City, CA

Teleconference and Conference call services will be available for the meeting. To join the meeting, select ONE of the options below:

1) Click on the following link: Join Microsoft Teams Meeting

2) *Copy and paste the full link highlighted below into your internet browser:*

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWY3N2I3MjctMjIwMS00OWRkLWFiNGMtZjMyMzIzZWQ2ZjUz%40thread.v2/0?context=%7b%22Tid%22%3a%22446c5f0b-67e0-4a70-9b14-a5510f9d6ff4%22%2c%22Oid%22%3a%227bd9b36f-8dd8-4f7e-9cd1-c285882c4058%22%7d

3) Call the following number +1 619-327-9987 **(toll) and enter in Conference ID:** 890 471 897#

1. **CALL TO ORDER**

2. **FLAG SALUTE**

3. **ROLL CALL:**

   Planning Commission Members: Oscar Avalos, David Mendez, Brett Saunders, and Chairperson David Nuck

4. **PUBLIC COMMENTS**

   Any person may comment on any item not on the agenda. ***PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.*** *Action may not be taken on the topic, unless deemed an urgency matter by a majority vote of the Planning Commission. Topics not considered an urgency matter might be referred to City staff and placed on a future agenda, by a majority vote of the Planning Commission.*

5. **PRESENTATIONS**

   A. Oath of Office for new member Paulette Bumbalough

6. CONSENT AGENDA

All matters listed under the Consent Agenda are considered routine and may be approved by one action of the Planning Commission unless any member of the Planning Commission wishes to remove an item for separate consideration.

A. Meeting Minutes of June 2, 2020 Planning Commission Meeting
Recommendation: Approve and file.

7. NON-PUBLIC HEARINGS

A.

Project:	CHISPA Garden Apartments
Applicant:	CHISPA
Location:	Mills Ranch Subdivision
Consideration:	Architectural Review and Landscape Design Review for the Garden Apartments Located within the Mills Ranch Specific Plan.
Recommendation:	Planning Commission: 1) review and make a determination on the proposed architectural renderings and landscape plans, and 2) adopt Resolution No. 2020-282.
Environmental Determination:	This project has been already environmentally assessed by the City. A Subsequent Focused Environmental Impact Report ("SF-EIR") was Certified by City Council on March 28, 2005, with subsequent environmental review, in accordance with the California Environmental Quality Act ("CEQA"). This project comprises a portion of the project that was originally assessed, or no substantial new information that was not previously known when the project was originally assessed. No further action under CEQA is required.

B.

Project:	General Plan Land Use Element Community Survey
Applicant:	City of King
Location:	Citywide
Consideration:	Review Community Survey Conducted as Part of the General Plan Land Use Element Update (SB 2 Grant)
Recommendation:	Review and Provide Comments
Environmental Determination:	An environmental determination has been made that the Community Survey is considered a Class 6 Categorical Exemption. Class 6 Categorical Exemptions consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.

8. PUBLIC HEARINGS

A. Project: Accessory Dwelling Units ("ADU")

Applicant: City of King

Location: Citywide

Consideration: An Ordinance of the City Council of City of King amending the King City Municipal Code Sections related to Accessory Dwelling Units ("ADU") with some of the following changes:

- §17.12.020 (b) and replace Second Residential Units with Accessory Dwelling Units.
- §17.14.020 (2) and replace Second Residential Units with Accessory Dwelling Units.
- §17.16.020 (3) and replace Second Residential Units with Accessory Dwelling Units.
- §17.18.020 (1) and replace second residential units with Accessory Dwelling Units.
- Repeal Chapter 17.47 Second Residential Units and replace with Chapter 17.47 Accessory Dwelling Units.

Recommendations: Recommend Adopt of Resolution No. 2020-283 Recommending the City Council Adopt an Accessory Dwelling Unit ("ADU") Ordinance

Environmental Determination: An environmental determination is made that the Ordinance is exempt from the California Environmental Quality Act ("CEQA") as it can be seen with certainty that there is no possibility that it will have a significant effect on the environment pursuant to CEQA Guidelines section 15061(b)(3), as well as it is also exempt because it consists of regulations and restrictions that promote infill development, pursuant to CEQA Guidelines.

9. PLANNING COMMISSIONER REPORTS

10. DIRECTOR'S REPORT –
A. Update on Projects

11. WRITTEN CORRESPONDENCE

12. ADJOURN

UPCOMING REGULAR MEETINGS

AUGUST 2020

August 4th	6:00 p.m.	Planning Commission
August 10th	6:00 p.m.	Airport Advisory Committee
August 11th	6:00 p.m.	City Council
August 17th	6:00 p.m.	Recreation Commission
August 18th	6:00 p.m.	Planning Commission (canceled)
August 25th	6:00 p.m.	City Council

SEPTEMBER 2020

September 1st	6:00 p.m.	Planning Commission
September 8th	6:00 p.m.	City Council
September 14th	6:00 p.m.	Airport Advisory Committee
September 15th	6:00 p.m.	Planning Commission
September 21st	6:00 p.m.	Recreation Commission
September 22nd	6:00 p.m.	City Council

ADT: Average daily trips made by vehicles or persons in a 24-hour period

ALUC: Airport Land Use Commission

AMBAG: The Association of Monterey Bay Area Governments. The AMBAG region includes Monterey, San Benito and Santa Cruz Counties, and serves as both a federally designated Metropolitan Planning Organization and Council of Government. AMBAG manages the region's transportation demand model and prepares regional housing, population and employment forecast that are utilized in a variety of regional plans.

APCD: Air Pollution Control District

AR: Architectural Review

BMP: Best Management Practice, Bike Master Plan

CAP: Climate Action Plan

CC&Rs: Covenants, Conditions, and Restrictions (private agreements among property owners; the City has no authority to enforce these)

CDBG: Community Development Block Grant (a federal grant program designed to benefit low and moderate income persons)

CEQA: California Environmental Quality Act

CFD: Community Facilities District

COG: A council of government, or regional council, is a public organization encompassing a multi-jurisdictional regional community. It serves the local governments by dealing with issues that cross political boundaries.

CUP: Conditional Use Permit

EIR: Environmental Impact Report

EIS: Environmental Impact Statement

Ex-Parte: Communication between Planning Commissioners and applicants outside of a public meeting

FEMA: Federal Emergency Management Agency

GHG: Greenhouse gas

HOME: Home Investment Partnership Act (a federal program to assist housing for low and moderate income households)

HCP: Habitat Conservation Plan

HCD: State Department of Housing & Community Development

HUD: U.S. Department of Housing and Urban Development

LAFCO: Local Agency Formation Commission

LID: Low Impact Development (measures to reduce rainwater runoff impacts)

LLA: Landscaping and Lighting District

LOS: Level of Service (a measurement of traffic efficiency used by Caltrans)

MMTC: A multimodal transit center includes a combination of alternative modes of transportation so people do not have to only rely on vehicles.

MMTC: Multi-modal Transit Center

MOU: Memorandum of Understanding

MND: Mitigated Negative Declaration

MPO: A metropolitan planning organization is a federally mandated and federally funded transportation policy-making organization, such as AMBAG, that is made up of representatives from local government to help implement transportation projects and projects.

Neg Dec: Negative Declaration (a CEQA statement that a project will not have a significant effect on the environment)

NEPA: National Environmental Policy Act

SLOCOG: San Luis Obispo Council of Government

SOI: Sphere of Influence.

TAMC: The Transportation Agency for Monterey County develops and maintains a multimodal transportation system for Monterey County. TAMC consists of local officials from each Monterey city (12 cities) and five (5) county supervisorial districts, and ex-officio members from six (6) public agencies.

TOT: Transient Occupancy Tax

Variance: A form of relief from zoning development regulations based on physical constraints of a property that prevents development of the same type of buildings allowed on other properties within the same zone and in the same neighborhood

VMT: Vehicle Miles Traveled

Certificate of Oath of Office

STATE OF CALIFORNIA

County of MONTEREY } *ss.*

I, ***Paulette Bumbalough***, *do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

Planning Commission
(Name of Office)

(Signature of Appointee)

Subscribed and sworn to before me, this 4th day of August, 2020.

(Signature of Person Administering Oath)

Deputy City Clerk
(Title)

Item: 6(A)

Planning Commission Minutes

June 02, 2020

1. Call to Order

Chair Nuck called the regular meeting of the Planning Commission of the City of King to order at 6:01 p.m.

2. Pledge of Allegiance

Chair Nuck led the Commission and audience in the Pledge of Allegiance.

3. Roll Call

Chairperson David Nuck _X_ Oscar Avalos _A_ (video conference)

David Mendez _X_ Brett Saunders __X__ (video conference)

Motion by Commissioner Mendez to excuse Commissioner Avalos, seconded by Commissioner Saunders. Motion carried 3-0.

Staff present: Community Development Director, Doreen Liberto; Asst. Planner, Maricruz Aguilar (video conference; Executive Admin. Asst./Deputy City Clerk/ Planning Secretary, Erica Sonne.

4. Public Comments

None

5. Presentations

None

6. Consent Calendar

All matters listed on the Consent Calendar are considered routine and may be approved by one action of the Planning Commission unless any member of the Planning Commission wishes to remove an item for separate consideration.

A. Approval of Minutes: May 19, 2020

Action: Motion made by Commissioner Saunders to approve minutes of May 19, 2020. Seconded by Commissioner Mendez. Motion carried 3-0.

7. NON- PUBLIC HEARINGS –

None

8. PUBLIC HEARINGS

A.	Project:	Continue the use of a 32,000 square foot vehicle storage area at 1011 Broadway Street, King City CA. 93930
	Applicant:	Joan Miller, Property Owner with representative Larry Hayes on behalf of Pete's Towing.
	Location:	1011 Broadway Street, King City, CA 93930
	Consideration:	CUP Case No. for continued use of a Vehicle Storage Yard.
	Recommendations:	Staff recommends the Planning Commission approve Conditional

Use Permit ("CUP") Case No. CUP-200-115 to continue the use.

Environmental Determination:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines, Section 15301 as this project involves no change of operation of existing structures and no expansions to existing facilities. The proposed use is similar in character to the existing use.

Community Development Doreen Liberto introduced Asst. Planner Aguilar

Asst. Planner Maricruz Aguilar introduced this item with a PowerPoint.

Chair Nuck opened the public hearing,

Larry Hayes, Ms. Miller's representative, expressed their wish for a 2-year extension instead of a 1-year extension proposed by staff and the Project Review Committee.

The Planning Commission agreed with the request from the applicant for the 2-year extension.

Chair Nuck closed the public hearing.

Motion by Commissioner Mendez to approve Resolution 2020-280 approving Conditional Use Permit ("CUP") Case No. CUP-200-115 to continue the use for 2 years with corrections to the Resolution and Conditions of Approval to reflect that determination. Commissioner Saunders seconded. Motion carried 3-0.

B. Project: King City Municipal Code Amendments

Applicant: City of King

Location: Citywide. Applies to all zones and land uses in the City.

Consideration: An Ordinance Amending the Municipal Code Regarding Signs, Bundling Applications and Time Expiration of Conditional Use Permits

Recommendations: The Planning Commission adopt Resolution No.2020-281 recommending changes to the Municipal Code related to signs, bundling of applications, and time expiration of conditional use permits and variances.

Environmental Determination: An environmental determination the Ordinance is exempt from the California Environmental Quality Act ("CEQA") as it can be seen with certainty that there is no possibility that it will have a significant effect on the environment pursuant to CEQA Guidelines section 15061(b)(3), as well as it is also exempt because it consists of regulations and restrictions on activities to assure the maintenance, restoration, or enhancement of natural resources and the environment by allowing certain existing signs to be amortized over a longer period of time, bundling of permits, and changing the approval period of conditional use permits and variances, and other minor changes to the Municipal Code, pursuant to CEQA

Guidelines sections 15307 and 15308.

Community Development Doreen Liberto introduced this item.

Chair Nuck opened the continued public hearing, hearing no one come forward with comment, Chair Nuck closed the public hearing.

Commissioner Saunders ask for clarification on the right of way for signs not to be posted.

Motion by Commissioner Saunders to adopt Resolution No.2020-281 recommending changes to the Municipal Code related to signs, bundling of applications, and time expiration of conditional use permits and variances. Commissioner Mendez seconded. Motion carried 3-0.

9. **Regular Business-** None

10. **Planning Commission Report** – None

11. **Director Reports-**
    - **A.** MMTC Update by Community Development Director Liberto and mention of King City in the Runs Rail Users Network Newsletter

12. **Written Correspondence–** None

13. **Adjournment**

There being no further business, the Planning Commission meeting was adjourned by Chair Nuck at 6:29p.m.

David Nuck
Planning Commission Chairperson
City of King

Erica Sonne
Planning Commission Secretary
City of King

KING CITY
CALIFORNIA

Item No. 7(A)

REPORT TO THE PLANNING COMMISSION

DATE: **AUGUST 4, 2020**

TO: **HONORABLE CHAIR AND MEMBERS OF THE PLANNING COMMISSION**

FROM: **DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR**

BY: **MARICRUZ AGUILAR, ASSISTANT PLANNER**

RE: **CONSIDERATION OF ARCHITECTURAL REVIEW AND LANDSCAPE DESIGN REVIEW FOR THE GARDEN APARTMENTS LOCATED WITHIN THE MILLS RANCH SPECIFIC PLAN SUBDIVISION**

RECOMMENDATION:

Staff recommends the Planning Commission: 1) review and make a determination on the proposed architectural renderings and landscaping plans, and 2) adopt Resolution No. 2020-282.

BACKGROUND:

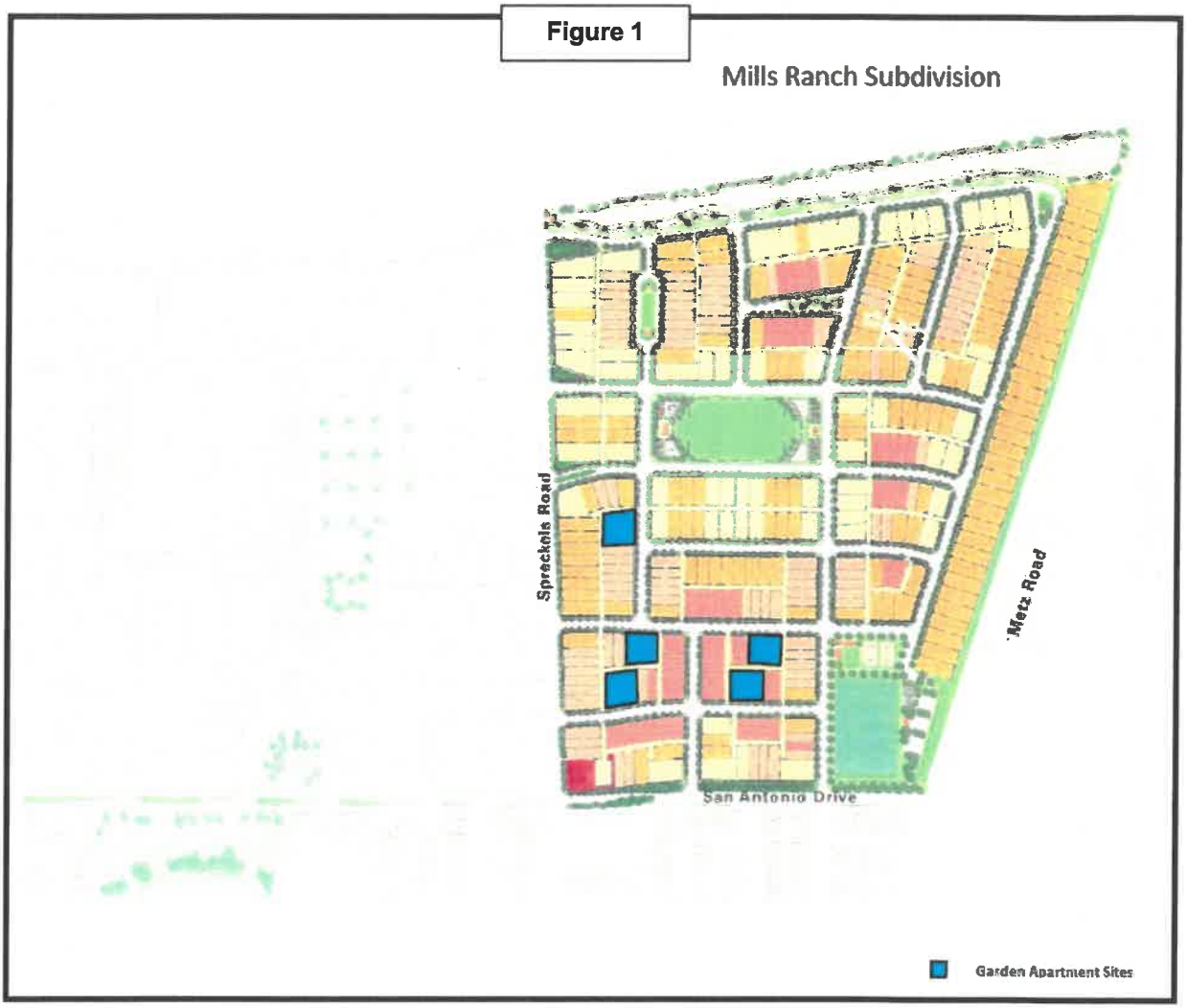
The Mills Ranch Specific Plan and Mills Ranch Design Manual were approved August 30, 2005 by the Planning Commission and City Council during a joint meeting. The Mills Ranch Specific Plan includes an approval of four hundred (400) residential units and a small commercial area. On September 1, 2005, the City entered into the Mills Ranch Affordable Housing Program Agreement ("Agreement") with the Developer. The project was conditioned to develop ten percent (10%) or forty (40) units classified as Affordable Inclusionary and restricted in perpetuity for low income households and the Agreement outlined the specifics of providing affordable units. (The Mills Ranch Specific Plan developer also paid $605,000 to upgrade the Leo Meyer Senior Plaza Apartments, as part of the Inclusionary Housing requirement.) This project will be affordable to low income families and meets COA No. 58 of the Mills Ranch Specific Plan. The units are divided up by five (5) separate lots as shown below on **Figure 1**.

On **July 1, 2020**, Dana Cleary, CHISPA Inc., ***("Applicant")*** submitted an application for the following permits:

- Architectural Review (Case No. P20-000-004)
- Landscape Design Review (Case No. LDR 2020-001)

The request includes development of the five (5) separate lots with eight (8) units in each site for a total of forty (40) units plus one (1) recreation room.

Figure 1



The properties are located within the Planned Development / Specific Plan ***("P-D/SP")*** Zoning District and within the Planned Development ***("PD")*** General Plan Land Use Designation.

DISCUSSION

Figure 2 shows an overview of how the five (5) properties are being identified throughout this staff report. **Table 1** provides an overview of the five (5) parcels and the proposed layout.

Figure 2

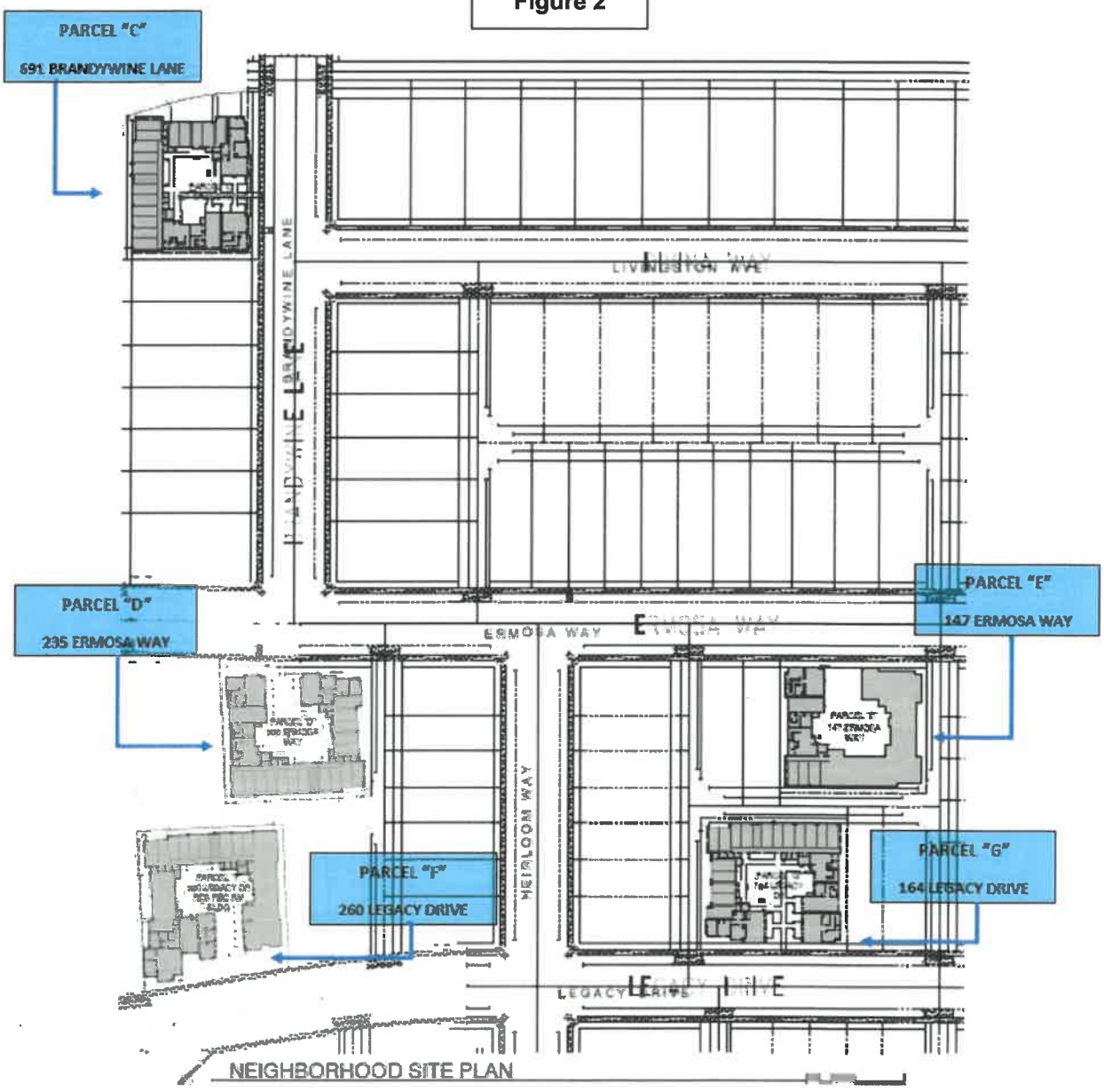
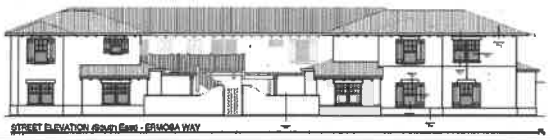
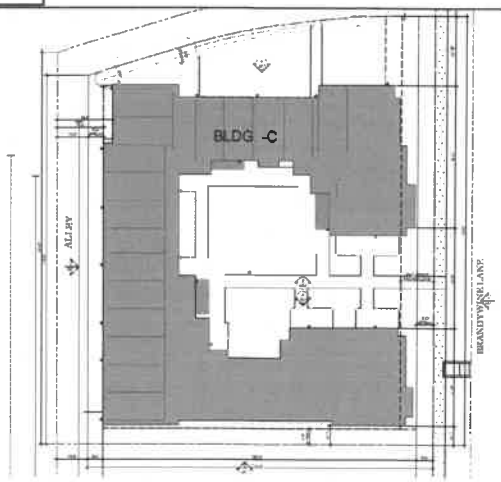


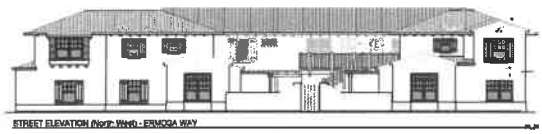
Table 1

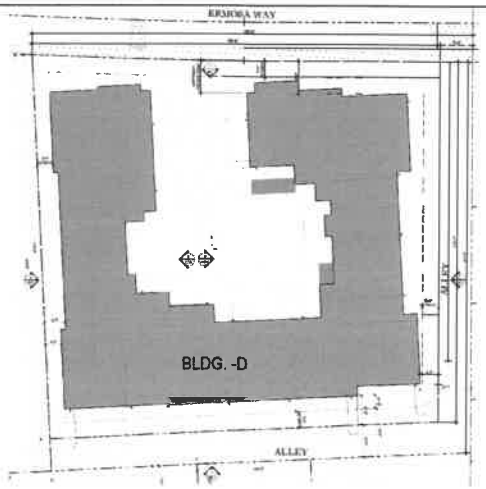
Parcel C: Proposes 8-units, approximately 7,059 square foot two-story courtyard style building with sixteen (16) one-car garage spaces including one (1) van accessible space. A play structure, playground grass, picnic table, benches, and BBQ Grill is proposed for the outdoor common area of the courtyard.



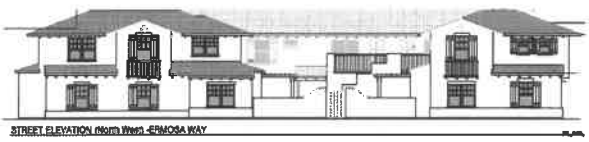


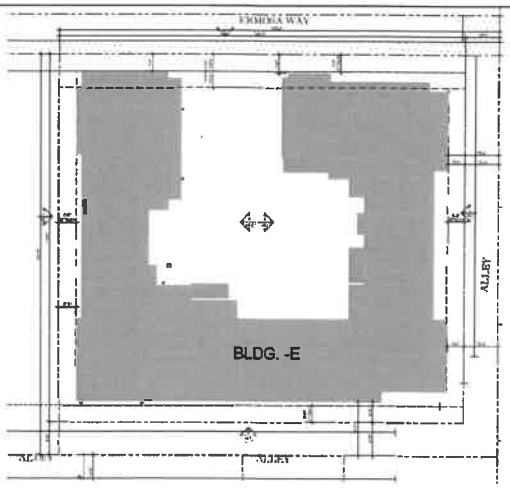
Parcel D: Proposes 8-units, approximately 7,071 square foot two-story courtyard style building with sixteen (16) one-car garage spaces including one (1) van accessible space. Picnic tables and a lawn or artificial turf, and a BBQ Grill is proposed for the outdoor common area of the courtyard.



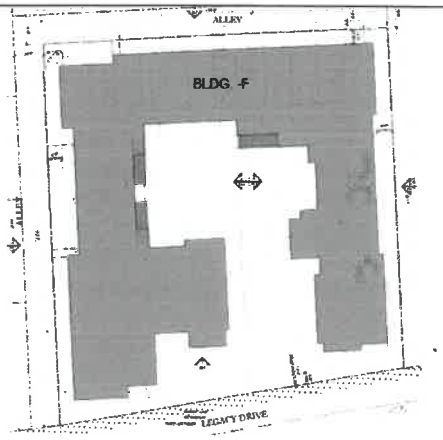


Parcel E: Proposes 8-units, approximately 7,038 square foot two-story courtyard style building with sixteen (16) one-car garage spaces including one (1) van accessible space. Concrete or paver walks, picnic tables BBQ grill and benches are proposed for the outdoor common area of the courtyard.

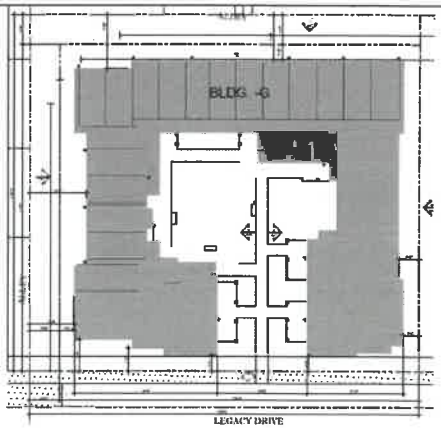




Parcel F: Proposes 8-units, approximately 8,160 square foot two-story courtyard style building with sixteen (16) one-car garage spaces including one (1) van accessible space. Parcel F proposes a **Resident's Recreation Room** of approximately 512 square feet with an office and computer room, restroom, and kitchen located in the area below. A play structure, picnic table, BBQ Grill, bench, concrete or paver walks and play surface lawn is proposed for the outdoor common area of the courtyard.



Parcel G: Proposes 8-units, approximately 7,140 square foot two-story courtyard style building with sixteen (16) one-car garage spaces including one (1) van accessible space. Outdoor fitness equipment for 13+ years, playground grass, concrete or paver walks, benches, picnic tables and BBQ grill are proposed for the outdoor common area of the courtyard.



Mills Ranch Affordable Housing Program Agreement

The City entered into an agreement with the developer for the Mills Ranch Affordable Housing Program. The Developer met five percent (5%) of the obligation as in-lieu fees and provided $605,000 to the Housing Authority of Monterey County to make repairs and preserve forty-four (44) existing low-income senior housing units at the Leo Meyer Plaza. The ten percent (10%) or forty (40) units would be low-income units. Low

income as defined in the Affordable Housing Program are households with cumulative, total income of not more than eighty percent (80%) of the City Median Income. The terms shall remain in perpetuity on the lot which contains an inclusionary rental unit. The proposed courtyard apartments will be owned and operated by CHISPA Inc., for low income families. The proposed courtyard apartments comply with the Mills Ranch Affordable Housing Program.

Site Design

The proposed project is designed as a Courtyard Apartment, as shown in the Mills Ranch Design Manual, see **Figure 3**. The Mills Ranch Design Manual identifies a required five (5) foot setback all around the property. The front yard area has something called a "Front Façade Zone." The Front Façade is the front elevation of the house, including the porch or bays, which face the street or paseo on which the house has its address. The Front Façade Zone is the area where the house or building shall be placed on each lot type. At the time of building permit submittal, the proposed courtyard apartments will need to meet this requirement and show it on the site plan. ***(Reference COA No. 26.)***

Architectural Design

The design is consistent with the Courtyard Apartments in the Mills Ranch Design Manual. The Architectural Style is a Spanish Revival Elevation with stucco walls, shallow pitched tile roof, wood elements and private entry. The Garden Apartments include a front yard stucco wall with a wooden gate that is consistent with the architectural style of the apartment building. The maximum height of the wall is 36" inches in height. ***(Reference COA No. 28.)***

Amenities

Each site will have a different design for the outdoor common area. The play structures are distributed in several buildings to allow and promote for people to walk and use the playground within the development.

Parcels C and F include play structures for younger children. Parcel G includes outdoor recreation equipment for older children including passive tables, and fitness equipment. The play equipment will meet the TCAC standards when installed. Not all courtyards are designed for children play areas some are geared more for adults or as a serene

environment. Two (2) LF Legrand Power Pedestal for outdoor charging will be placed in all of the five parcels. Parcel F proposes a Residential Recreation Room with an office space, computer room, kitchen, and restroom. CHISPA uses this space as a multi-purpose room that can be used by the tenants. CHISPA partners with local community organizations and instructors including Sol Treasures to provide special events and or activities to the residents.

Color Scheme

The proposed project includes utilizing a variation of all the approved Mills Ranch Spanish Revival body colors White Dove, Mannequin Cream, Richmond Bisque and Annapolis Gray, see **Figure 4**. The trim selection is Tudor Brown, Black Bean Soup from the approved Spanish Revival Trim. The trim selection does include a new paint color Wedding Veil for Parcel E. The paint Wedding Veil is not part of the approved

Figure 4

Figure 5

Parcel "C"

Parcel "D"

Parcel "E"

Parcel "F"

Parcel "G"

Spanish Revival scheme, see **Figure 5**. Staff recommends adding some variation to the color schemes by using other trim colors as identified on page B. I. of the Design Manual for the proposed trim of the Garden Apartments. ***(Reference COA No. 27.)***

Setbacks

The Mills Ranch Specific Plan requires that there be a five (5') foot setback to front, side and rear yard setback. On lots bordering by an alley on two sides a 5-foot setback is also required as shown on **Figure 3**. Staff did a planning review on the site plans and have noted some areas the building was sitting over the five (5') foot setback area. At the time of building permit submittal this would need to be corrected and reviewed during plan check status.

Table 2 provides an overview of the adjacent zoning and land use.

Table 2 **Adjacent Zoning/Land Use**			
North:	P-D/SP (zoning) PD (land use)	**East:**	P-D/SP (zoning) PD (land use)
West:	P-D/SP (zoning) PD (land use)	**South:**	P-D/SP (zoning) PD (land use)

Landscaping Plans

The submittal included a hardscape plan, planting plan, irrigation plan and a hydro zone map and water use calculation. The project is divided up as follows:

Parcel "C" = Total Landscape Area 1,251 SF
Concrete or Paver Walks Area 1,099 SF
Play Structure Area 609 SF
Two (2) power pedestal charging stations
One (1) picnic table
Two (2) benches (70" in length) made of recycled plastic
One (1) bench (47" in length)
One (1) BBQ Grill
MAWA = 21,158 ETWU = 14,247

Parcel "D" = Total Landscape Area 1,260 SF
Concrete or Paver Walks Area 1,200 SF
Lawn or Artificial Turf 429 SF
Two (2) power pedestal charging stations
Two (2) picnic tables
One (1) bench (70" in length) made of recycled plastic
One (1) BBQ Grill
MAWA = 21,310 gallons ETWU = 14,350 gallons

Parcel "E" = Total Landscape Area 1,184 SF
Concrete or Paver Walks Area 1,551 SF
Two (2) power pedestal charging stations
Two (2) picnic tables
Three (3) benches (70" in length)
One (1) BBQ Grill
MAWA = 20,024 gallons ETWU = 13,484 gallons

Parcel "F" = Total Landscape Area 1,138 SF
Concrete or Paver Walks Area 1,083 SF
Play Surface area 582 SF
Two (2) benches (70" in length) made of recycled plastic
One (1) picnic table
One (1) bench (70" in length)
One (1) BBQ Grill
MAWA = 19,246 gallons ETWU = 12,961 gallons

Parcel "G" = Total Landscape Area 1,183 SF
Concrete or Paver Walks Area 1,211 SF
Play surface area 362 SF
Two (2) power pedestal charging stations
Two (2) picnic tables
Two (2) benches (70" in length)
One (1) BBQ Grill
MAWA = 20,007 gallons ETWU = 13,473 gallons

ENVIRONMENTAL DETERMINATION:

This project has been already environmentally assessed by the City. A Subsequent Focused Environmental Impact Report ***("SF-EIR")*** was Certified by City Council on **March 28, 2005** in accordance with the California Environmental Quality Act (CEQA). An Addendum to the Final Subsequent Environmental Impact Report was prepared addressing wastewater treatment system. An Inclusionary Housing Agreement was approved by City Council on **August 30, 2005**. This project comprises a portion of the

project that was originally assessed, or no substantial new information that was not previously known when the project was originally assessed. No further action under CEQA is required.

PROJECT REVIEW COMMITTEE COMMENTS AND REVIEW AND REVIEW BY AGENCIES:

A representative from each City Department meets to discuss most community development projects. This group operates as the City's staff advisory team, which is referred to as the Project Review Committee ***("PRC").*** PRC provides comments to the Applicants and conditions of approval ***("COA")*** before a project goes to the Planning Commission. Comments in this Staff Report reflect comments made by City Staff.

COST ANALYSIS:

Development review application fees are based on actual time and materials per the City Fee Scheduled. The Applicant is covering the cost required for review and processing.

ALTERNATIVES:

The following alternatives are provided for Planning Commission consideration:

1. Adopt Resolution No. 2020-282, approving the project.
2. Request additional changes be made to the project.
3. Do not adopt Resolution No. 2020-282. If the Planning Commission wishes to deny the project, identify the reasons for denial, direct staff to prepare a Resolution for Denial and continue the item to a future meeting.
4. Provide other direction to staff.

Exhibits:

Exhibit 1: Findings of Facts
Exhibit 2: Resolution No. 2020-282
Exhibit 3: Conditions of Approval
Exhibit 4: Site Plan/Floor Plan
Exhibit 5: Architectural Colored Renderings

Submitted by: MAguilar

Maricruz Aguilar, Assistant Planner

Approved by: Doreen J Leb

Doreen Liberto, AICP, Community Development Director

EXHIBIT 1

ARCHITECTURAL REVIEW/LANDSCAPING PLANS FINDINGS OF FACTS

Case No.: P20-000-004

FINDINGS OF FACTS

The purpose for making Findings of Facts to *"bridge the analytical gap between the raw evidence and ultimate decision."* The Municipal Code gives the Planning Commission ***("Commission")*** the authority to approve a project so long as the Commission can make certain findings. Written "findings of fact" are required in order to support the decision of the hearing body to approve or deny a project.

California Environmental Quality Act *("CEQA")* Findings of Fact

This project has been already environmentally assessed by the City. A Subsequent Focused Environmental Impact Report ***("EIR")*** was certified by City Council on March 28, 2005 for the Mills Ranch Subdivision. This project comprises a portion of the project that was originally assessed, or no substantial new information that was not previously known when the project was originally assessed. No further action under CEQA is required.

Architectural Review/Landscaping Plan Findings of Fact

a. The proposal includes design features that are provided in the Mills Ranch Specific Plan and Design Manual. The proposed buildings will be built consistent with the courtyard apartment design in the Mills Ranch Design Manual and meet the require setbacks, parking and building height requirements.

b. The architectural style is a Spanish Revival elevation that meets the architectural style, paint scheme and character as desired with the Mills Ranch Specific Plan which allows these apartments to meld harmoniously into the overall neighborhood.

c. The proposed is subject to conformance with the Mills Ranch Affordable Housing Program Agreement dated September 1, 2005 by the Developer and the City.

d. The proposed landscape design complements the courtyard design and has different outdoor equipment for all ages to enjoy.

e. The proposed landscape plan complies with the design manual. A final landscape plan will be submitted at the time of building permit submittal.

EXHIBIT 2

RESOLUTION NO. 2020-282

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF KING, APPROVING ARCHITECTURAL REVIEW CASE NO. P20-000-004 AND LANDSCAPE DESIGN REVIEW CASE NO. LDR 2020-001 FOR THE FIVE (5) APPROVED SITES OF THE GARDEN APARTMENTS IN THE MILLS RANCH SPECIFIC PLAN

WHEREAS, on **July 1, 2020** Dana Cleary, CHISPA, Inc., requested an Architectural Review ***("AR")*** Case No. P20-000-004 and Landscape Design Review Case No. LDR 2020-0001 for approval of the five (5) Garden Apartment sites in the Mills Ranch Specific Plan Subdivision ***("Project")***; and

WHEREAS, the site is zoned Planned Development / Specific Plan ***("P-D/SP")*** and is designated Planned Development ***("PD")*** in the General Plan Land Use map; and

WHEREAS, on **March 28, 2005**, the City Council ***("Council")*** certified the Final Subsequent Environmental Impact Report ***("FS-EIR")*** which analyzed the Project; and

WHEREAS, on **August 30, 2005**, the Council and Planning Commission ***("Commission")*** held a joint public hearing to approve the Mills Ranch Specific Plan and Mills Ranch Design Manual, subject to Conditions of Approval (as amended by Resolution 05-05 to revise Condition 12c) and Mitigation Measures; and

WHEREAS, the proposed architectural design complies with the Mills Ranch Specific Plan and Mills Ranch Design Manual; and

WHEREAS, on **August 4,** 2020, the Planning Commission ***("Commission")*** reviewed the staff report, accepted any public testimony, and considered all other relevant information related to the Project**;** and

WHEREAS, the Commission makes the followings findings of facts:

California Environmental Quality Act

This project has been already environmentally assessed by the City. A Subsequent Focused Environmental Impact Report ***("EIR")*** was certified by City Council on March 28, 2005 for the Mills Ranch Subdivision. This project comprises a portion of the project that was originally assessed, or no substantial new information that was not previously known when the project was originally assessed. No further action under CEQA is required.

Architectural Review Findings

a. The proposal includes design features that are provided in the Mills Ranch Specific Plan and Design Manual. The proposed buildings will be built as a courtyard apartment design and meet the require setbacks, parking and building height requirements.

b. The architectural style is a Spanish Revival elevation that meets the architectural style, paint scheme and character as desired with the Mills Ranch Specific Plan which allows these apartments to meld harmoniously into the overall neighborhood.

c. The proposed is subject to conformance with the Mills Ranch Affordable Housing Program Agreement dated **September 1, 2005** by the Developer and the City.

Landscaping Plan

a. The proposed landscape design complements the courtyard design and has different outdoor equipment for all ages to enjoy.

b. The proposed landscape plan complies with the design manual. A final landscape plan will be submitted at the time of building permit submittal.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Planning Commission of the City of King approves Architectural Review Case No. P20-000-004 and Landscape Design Review Case No. LDR 2020-001, finding it consistent with **Exhibits 4** and **5** and all conditions of approval, as presented.

This resolution was passed and adopted this 4th day of **August 2020**, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
DAVID NUCK, CHAIRPERSON

ATTEST:

_____
ERICA SONNE, SECRETARY TO THE PLANNING COMMISSION

EXHIBIT 3

CONDITIONS OF APPROVAL

ARCHITECTURAL REVIEW CASE NO. P20-000-004 & LDR 2020-001

The following conditions of approval ***("COA")*** apply to the applications identified about and in the following Project Description. All previously approved COA and MM for the Mills Ranch Specific Plan and related applications are applicable and incorporated by reference herein **(Exhibit A)**, unless modified below.

CONDITIONS OF APPROVAL

1. **Project Description:** The proposed project consists of an Architectural Review Case No. P20-000-004 and Landscape Plan Review Case No. LDR 2020-001 approval for five (5) courtyard Garden Apartment parcels for Mills Ranch Subdivision as referenced on **Exhibit 4 and 5**.
2. **Development Impact Fees:** **Before issuance of any building permit**, the applicant shall participate in the City's development impact fee program as a condition of approval of the building permit. The applicant shall consult with the Transportation Agency for Monterey County ***("TAMC")*** to determine the project should pay the regional traffic mitigation fee pursuant to the TAMC Nexus Study to the City of King Building and Safety Department. Participation in the City's development impact fee program shall be as a COA of the building permit. Development impact fees offset the costs of increased demand resulting from new development to public facilities and to streets, traffic signals and bridges. The proposed project would be subject to compliance with this provision as approved by the **Conditions of Approval for Mills Ranch per City Council Resolution No. 05-4127.**
3. **Structural and Design Changes:** Construction shall be in substantial conformance with the plans, conditions of approval presented to and approved by the Planning Commission in connection with the project. No conditions, colors, materials, landscaping or architectural features shall be eliminated, added or modified without Commission review and action, amended CUP, as applicable. The Community Development Director or her/his representative shall review plans for substantial conformance with the plans approved by the Planning Commission. Any major modifications shall require approval of the Planning Commission.
4. **Hold Harmless Clause:** (To the furthest extent allowed by law, the applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from,

or in connection with any Third Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties, or (ii) a governmental body, agency or official other than the City, that: (a) challenges or contests any or all of these COA or any approval associated with entitlements associated with the project (collectively "Approvals"); or (b) claims or alleges a violation of CEQA or another law in connection with the Approvals by the City, or the grant, issuance or approval by the City of any or all approvals. The Applicant's obligations under this paragraph shall apply regardless of whether City or any of its officers, officials, employees, consultants, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this paragraph shall survive any termination, revocation, overturn, or expiration of an approval. The nature and extent of the Applicant's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in the preceding paragraph shall be governed by this paragraph. To the furthest extent allowed by law, the Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, the Applicant or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance authorized or required by the approvals, requirements (including any mitigation measures) related to CEQA, or the performance of any or all work to be done by the Applicant or its contractors, agents, successors and assigns pursuant to the approvals (including, but not limited to any design, construction and/or ongoing operation and maintenance of off-site improvements, if any, unless and until such off-site improvements are dedicated to and officially accepted by the City). The Applicant's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, consultants or agents are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, consultants agents or volunteers. If the Applicant should subcontract all or any portion of the services to be performed pursuant to the approvals, the Applicant shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, agents and volunteers in accordance with the terms of this paragraph. The provisions of this paragraph shall survive any termination, revocation, overturn, or expiration of an approval.

5. **Other County, State and Federal Permits: Before initiation of the proposed use,** the applicant shall provide copies of any required County, State and Federal permits or written verification of a waiver of permit requirement.
6. **Sign Permit: Before installing any signs on the property,** the applicant shall make a separate application and obtain an approved sign permit by the Community Development Department. Contact the Community Development Department regarding application procedures for Sign Permit(s). All signs should be compatible with the structure and site design relative to color, material, and placement. This AR approval does not provide approvals for any signage. A separate sign permit application is required for any signage. All signs should be compatible with the structure and site design relative to color, material, and placement. The signs shall conform to the requirements under Municipal Code Chapter 17.55.

City of King Building and Safety Department (The applicant should discuss the building permit submittal process with Joe Strasser, Chief Building Official Building and Safety Department at (831) 386-5915.)

7. **Building Plans:** All COA shall be imprinted on plans submitted for building permits. Building plans shall comply with the current Title 24 California Building Standards Codes.
8. **Soils Report: As part of the building permit submittal,** the applicant shall submit a Soils Report prepared by a State of California-Registered Engineer or State of California-Registered Geotechnical Engineer. The Soils Report shall be reviewed and approved by the Chief Building Official. A soils report and/or percolation tests may also be required by the City Engineer and/or Regional Water Quality Control Board ***("RWQCB")*** to determine measures to meet erosion and sediment control requirements for the project and final improvements.
9. **Pad Elevation Certification:** The pad elevation certification may be submitted upon foundation inspection.
10. **Business License: Before issuance of a building permit,** a business license shall be obtained for every person conducting or carrying on the business of general contractor or contractor constructing, altering, repairing, wrecking or salvaging buildings, highways, roads, railroads, excavations or other structures, projects, developments or improvements.

    Every person conducting or carrying on the business of electrical, plumbing or painting subcontractor.

    Every person conducting or carrying on the business of masonry, glazier, cement, floor, heating, plastering, roofing, sash, sheet metal, tile, lathing and any other subcontractor not specifically mentioned in this Title 5 of the Municipal Code.

Every person conducting or carrying on the business of house moving, grading, paving, wrecking, sewer construction, pipeline construction, trenching, or excavating.

11. **Transportation of Demolition and Construction Debris (C&D):** **Before issuance of a building permit**, the applicant shall include a proposed waste reduction and recycling plan on a form provided by the City, as part of the permit application. The plan shall include project type, description, location and contact information; type of C&D debris to be generated by the project; how the C&D debris will be handled; how the C&D will be transported to a bona fide facility; signature of owner/agent attest. Permittee shall maintain records of all diverted and disposed materials, measured by weight in tons and provide documentation to the City prior to Certificate of Occupancy or the final inspection.

Public Works Department (The applicant should discuss the following COA with contact the Public Works Department at 831.386.5927.)

12. **Clearance:** **Before issuance of occupancy permit,** the applicant shall show a four (4') feet minimum sidewalk clearance/path of travel from all street utilities (e.g., poles, signs). On sidewalks in the public right-of-way and on sidewalks onsite, cross slope shall not exceed two (2%) percent.
13. **Sewer Connection:** **Before issuance of an occupancy permit**, the sewer connection shall be reviewed and approved by the City Engineer.
14. **Sidewalk/Curb & Gutter:** **At the time of building permit submittal**, the applicant shall show on the improvement plans required new sidewalk, curbs and gutters along Brandywine Lane, Victoria Avenue, Livingston Avenue and Boston Lane, as identified by the City Engineer.
15. **Utilities:** The applicant/owner shall obtain and pay all associated permits/fees/costs for any/all utility companies and any/all government agencies, as applicable.
16. **Sidewalk/Public Accessibility:** **Before issuance of an occupancy permit,** an ADA/CA Title 24 Accessibly compliant walkway and sidewalk shall be installed from the proposed project to the sidewalk adjacent to the public right-of-way, as found acceptable by the Public Works Department, City Engineer and Building and Safety Department. All details and information applicable to this requirement shall be included on the plans submitted for ADA/CA Title 24 Accessibly review, **before application for a building permit**. All public sidewalks shall be in existing or dedicated City right-of-way.
17. **Encroachment Permit:** **Before starting street frontage improvements**, the applicant shall be required to obtain a City of King encroachment permit for all work in City right of way (e.g., sidewalk, curb, gutter, driveway, roadway, alley).
18. **Grading and Drainage Plans:** **Before issuance of any building permit**, the applicant shall submit Grading and Drainage Plans for the City Engineer review and

approval. The Grading and Drainage Plans shall be folded accordion style and no larger than 8.5' x 14". The grading and drainage plan shall include:

a. Drainage Plan. The drainage plan shall directs all surface water from building and paved areas to the new landscaping areas. Said landscape areas shall be designed to properly accommodate and allow for pollution removal for storm runoff.

b. Best Management Practices Plans **("NPDES")**. The NPDES must include:

i. Permanent: Urban Storm Water Management Plan.

ii. Construction: Storm Water Pollution Prevention Plan.

iii. Construction during November -April: Wet Weather Erosion Control Plan.

The Grading and Drainage Plan shall be signed and stamped by a State of California-Registered Civil Engineer. All grading shall be done in conformance with City standards and to the satisfaction of the City Engineer.

19. **Stormwater Management**: Project Located in the Central Coast Region of the California Regional Water Quality Control Board (CCWQCB) jurisdiction. Stormwater management shall adhere to CCRWQCB Resolution No R3-2013-0032 "Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region" dated July 12, 2013.

20. **Storm Water Control Plan**: At the time of building permit submittal, provide Storm Water Control Plan to meet the Site Design/Runoff Reduction, Water Quality Treatment, Runoff retention, and Peak Management Performance Requirements on site in accordance with the California Regional Water Quality Control Board Resolution No R3-2013-0032 and comply with applicable Performance requirements.

21. **SWPPP**: At the time of building permit submittal, Provide SWPPP NOI and SWPPP report.

22. **Geotechnical Engineer Letter and Soils Report**: At the time of building permit submittal, provide review letter from Geotechnical Engineer indicating Final Improvement Plans conform with Soils Report and its recommendations and a signed statement on Improvement Plans.

23. **Water Improvements**: At the time of building permit submittal, water improvements shall be reviewed and approved by Cal Water. Confirm water service and meter size requirements.

Fire Department (The applicant should discuss the following COA with Russ Nichols, Fire Chief at 831.385.3430, if there are any questions.)

24. **Automated Fire Suppression System: Concurrent with the building permit application,** the applicant shall submit automated fire suppression system plans to the Building and Safety Department for review and approved by the City Engineer, Building and Safety Department and Fire Department.

Miscellaneous Conditions of Approval

25. **Landscape and Irrigation Plans: At the time of building permit submittal,** the applicant shall submit a Final Landscape and Irrigation system design to the Community Development Department for final sign-off by the Community Development Director and City Engineer. Landscaping will utilize water-conserving drought resistant plants that will function as screening and enhance the building appearance and include a water conserving automatic irrigation system to be approved by the Director. Plans shall indicate methods of planting, sizes of initial landscape materials, ground covers, durable mulch cover and other details of landscaping. Irrigation water shall not overthrow onto walks, common areas, or onto any architectural walls. **Runoff:** The site plan shall address all runoff in conformance with current storm water regulations. All runoff shall be directed to approved new landscaping areas and shall be designed to properly address pollution control. Landscape areas shall be designed by both the project engineer and landscape designer to incorporate bioremediation measures that will ensure that one-hundred (100%) percent of the runoff from the building and paved areas will infiltrate though a plant and soil medium that provides for bioremediation of any pollutants in the runoff and upper soil layer. (Discuss this condition with the City Engineer, if any questions.)
26. **Setbacks: At the time of building permit submittal,** the courtyard apartment buildings shall meet the required setbacks and Front Façade Zone requirements per the Mills Ranch Specific Plan and Design Manual.
27. **Color Scheme: At the time of building permit submittal,** a final color scheme shall be submitted for all five (5) parcels. Color scheme to comply with the approved color scheme as identify in the Mills Ranch Specific Plan and Design Manual for Spanish Revival courtyard apartments.
28. **Stucco wall with Gate: At the time of building permit submittal,** the front yard fence shall have a maximum height of 36" inches per the Mills Ranch Design Manual.
29. **Standard Cultural Resource:** The following cultural resource COA are applicable to all approved applications.

    - **Prior to and during construction of each phase or individual construction activity** undertaken as part of the project and to mitigate potential impacts to

cultural resources, the following steps shall be taken:

- **Prior to excavation and construction on the project site,** the prime construction contractor and any subcontractor(s) shall be cautioned on the legal and/or regulatory implications of knowingly destroying historic or prehistoric cultural resources or removing artifacts such as, but not limited to, prehistoric groundstone, projectile points, shell middens, or debitage, human remains, historic materials such as, but not limited to, bottles or cans and other cultural materials from the project site.

  Responsibility: Project Applicant, Prime Construction Contractor, Subcontractors
  Timing: Prior to excavation and construction
  Funding: Project Applicant

- **Prior to any demolition, excavation, or construction,** the project applicant shall identify a qualified archaeologist to be on call if any cultural resources are identified, or if required by the City when project excavation of four (4') feet or great is needed. The City shall approve the selected archaeologist **prior to issuance of the any permit that includes soil disturbance.** When excavation of greater than four (4') feet is anticipated, a Tribal Monitor may be required.

  Responsibility: Project Applicant, City
  Timing: Prior to any demolition, excavation or construction.
  Funding: Project Applicant

- **Prior to soil disturbing activities to search for surface evidence of historic or prehistoric cultural resources,** a project survey has not been conducted as part of the project application process, the archaeologist shall conduct a pedestrian survey of the project site. The archaeologist shall be authorized to perform spot check monitoring of subsurface construction for potential cultural resources, and analyze and evaluate artifacts or resources that may be uncovered. The qualified archaeologist shall also have the authority to temporarily halt excavation and construction activities in the immediate vicinity (within a 50-meter radius, or approximately 164-feet) of a find if significant or potentially significant cultural resources are exposed and/or adversely affected by construction operations.

  Responsibility: Project Archaeologist, City
  Timing: Prior to soil disturbing activities to search for surface evidence of historic or prehistoric cultural resources.
  Funding: Project Applicant

- In the event of a find, reasonable time shall be allowed for the qualified

archaeologist to conduct additional subsurface testing, analysis, and reporting, if warranted. During this time, excavation and construction shall not be allowed in the immediate vicinity of the find (within a 50-meter radius, or approximately 164-feet, or within a larger area as determined by the qualified archaeologist), However, activities may continue in other areas of the project site if so, determined by the qualified archaeologist.

- If any find is determined to be significant by the qualified archaeologist, representatives of the project developer or construction contractor and the City, and the qualified archaeologist, shall meet to determine the appropriate course of action.

Responsibility: Project Archaeologist, Project Applicant, Construction Contractor, City
Timing: Prior to any work within a 50-meter radius, or approximately 164-feet, of the find
Funding: Project Applicant

- All cultural materials recovered as part of the testing or monitoring program shall be subject to scientific analysis, professional museum curation, and reporting prepared according to current professional standards. A copy of the report and analysis shall be provided to the California Historical Resources Information System Northwest Information Center for recordation.

Responsibility: Project Archaeologist, City
Timing: After Report and Analyses is completed
Funding: Project Applicant

In accordance with *State CEQA Guidelines,* Section 15064.5 (e)(1)(A)(B), in the event of the discovery or recognition of any human remains on the project site during development, the following steps shall be taken:

- There shall be no further excavation or disturbance of the site or any area reasonably suspected to overlie adjacent human remains until the Monterey County coroner is contacted to determine that no investigation of the cause of death is required. Possible indications of burials could include a layer of shells placed over the burial.

- If the coroner determines the remains to be Native American, then the coroner shall contact the Native American Heritage Commission ***("Commission")*** within twenty-four (24) hours. The Commission shall identify the person or persons it believes to be the most likely descendent ***("MLD")*** from the deceased Native American. The MLD may then make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and associated grave goods as

provided in Public Resources Code Section 5097.98.

Responsibility: Project Contract, Project Applicant, City
Timing: In Event of Discovery or Recognition of any Human Remains
Funding: Project Applicant

- The project applicant or their authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further disturbance if the:

a) Commission is unable to identify an MLD or the MLD failed to make a recommendation within forty-eight (48) hours after being notified by the Commission;

b) Descendent identified fails to make a recommendation; or

c) Landowner or their authorized representative rejects the recommendation of the descendent, and the mediation by the Commission fails to provide measures acceptable to the landowner.

Responsibility: Project Applicant, NAHC, MLD, City
Timing: After Discovery of Human Remains
Funding: Project Applicant

Architectural Review Permit Agreement:

The Architectural Review is not valid until all conditions of approval ***("COA")*** and mitigation measures imposed by the Planning Commission are signed for and agreed to by the applicant.

"I have received a copy of the Architectural Review COAs and agree with them."

Applicant's Signature _____ Date: _____

Exhibits to Conditions of Approval

Exhibit A – City Council Resolution No. 05-4127 and Final Conditions of Approval/Mitigation measures Approved August 30, 2005 for Mills Ranch Specific Plan

Exhibit B – Mills Ranch Affordable Housing Program Agreement dated September 1, 2005

EXHIBIT A
TO EXHIBIT 3

CITY COUNCIL RESOLUTION NO. 05-4127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING CITY APPROVING THE MILLS RANCH SPECIFIC PLAN

WHEREAS, the 92.37 acre Mills Ranch Project includes a General Plan Amendment, Specific Plan, Vesting Tentative Tract Map and Design Manual, which is being considered concurrently;

WHEREAS, the Mills Ranch Specific Plan (***"the Project"***), includes 400-residential units and a small commercial area on approximately 47-acres, 7.5-acres of parklands, 1.1-acres of open space, approximately 9-acres of agricultural and railroad buffer area and approximately 27-acres of streets and alley rights of way;

WHEREAS, a Subsequent Focused Environmental Impact Report (***"SF-EIR"***) was prepared on the Project;

WHEREAS, the City Council ("***Council***") and Planning Commission ("***Commission***") of the City of King participated in a Study Session on February 18, 2004, and the Commission held duly noticed public hearings on January 18, 2005, February 15, 2005, March 1, 2005 and March 17, 2005 concerning certification of the SF-EIR and approval of the Project, at which time all interested parties were given an opportunity to be heard;

WHEREAS, the Commission of the City of King City, after a duly noticed public hearing on March 17, 2005, adopted a resolution recommending that the Council approve the proposed Mills Ranch Specific Plan;

WHEREAS, the Council on March 28, 2005 held a duly noticed public hearing concerning certification of the SF-EIR and approval of the Project, at which time all interested parties were given an opportunity to be heard;

WHEREAS, the Council on March 28, 2005 certified the Final Subsequent Environmental Impact Report (***"FS-EIR"***)-EIR which analyzed the Project;

WHEREAS, information relating to the wastewater treatment system became known after the certification of the Subsequent Environmental Impact Report, however, such information was determined not to be substantial or require any substantial changes in either the Project or Mitigation Measures; and thus an Addendum to the ***FS-EIR*** was prepared consistent with CEQA Guidelines §15164;

WHEREAS, the Council on August 30, 2005 certified an Addendum to the FS-EIR which it previously certified on March 28, 2005;

WHEREAS, the Specific Plan and related information were referred to various public utility companies, public districts and pertinent City departments for review and recommendations;

WHEREAS, the Council finds and determines that the Specific Plan is consistent with the General Plan of the City of King, as modified by Resolution No. 3886 adopted by the City Council on August 28, 2001, which designates the Project site for Planned Development and anticipates adoption of a Specific Plan for the Project site to include development of 400 residential dwelling units and the General Plan Amendment adopted by the Council on August 30, 2005;

WHEREAS, the Council finds and determines that the proposed Specific Plan is consistent with the County Airport Land Use Plan adopted by the County of Monterey pursuant to Cal. Public Utilities Code §21675;

WHEREAS, the EIR and supporting documents have been reviewed, and the information contained therein, and the additional oral and written comments on the documents presented during the review period have been considered by the Council;

WHEREAS, the Addendum to the FS-EIR has been prepared in compliance with the procedural and substantive requirements of the California Environmental Quality Act ("***CEQA***") to analyze the environmental effects of the Project;

WHEREAS, the FS-EIR identifies and recommends **Mitigation Measures** for potential environmental effects which will reduce potential environmental effects of the Project to a less than significant level, which are incorporated into the proposed **Conditions of Approval** (as amended by Resolution 05-05 to revise Condition 12c) attached as **Exhibit A**;

WHEREAS, the Council certified the EIR on March 28, 2005 and an Addendum to the FS-EIR on August 30, 2005; and,

WHEREAS, the Council finds that the proposed Project is proper and of benefit to the City.

NOW, THEREFORE, BE IT RESOLVED that the Council approves the Mills Ranch **Specific Plan** dated August, 2005 and attached hereto as **Exhibit B**, subject to those **Conditions of Approval** (as amended by Resolution 05-05 to revise Condition 12c)and **Mitigation Measures** attached hereto as **Exhibit 1**.

PASSED AND ADOPTED at the special meeting of the City Council of the City of King City on August 30, 2005, by the following vote:

AYES: Hughes, Kleber, Campos, Myers, Pereira

NOES:

ABSENT:

ABSTAIN:

Terry Hughes

TERRY P. HUGHES, MAYOR

ATTEST:

Erica L. Sonne

ERICA SONNE, DEPUTY CITY CLERK

FINAL CONDITIONS OF APPROVAL/MITIGATION MEASURES
CITY COUNCIL APPROVED
AUGUST 30, 2005

MILLS RANCH GENERAL PLAN AMENDMENT/SPECIFIC PLAN/VESTING TENTATIVE TRACT MAP/DESIGN MANUAL

SPECIFIC PLAN CONDITIONS OF APPROVAL
GENERAL CONDITIONS OF APPROVAL

1. **Project Description:** The Project consists of:

   Project applications include a General Plan Amendment, Specific Plan Vesting Tentative Tract Map, and Design Manual. The proposed 92.37-acre project includes 400-residential units and a small commercial area on approximately 47-acres, 7.5-acres of parklands, 1.1-acres of open space, approximately 9-acres of agricultural and railroad buffer area and approximately 27-acres of streets and alley rights of way. There are six types of housing proposed: Garden Apartments, Lane Lot Affordable Single Family Dwellings, Lane Lot Single Family Dwellings, Cottages, Medium Sized Single Family Homes (Village Lots) and Large Sized Single Family Homes (Orchard Lots). Infrastructure requirements include roads, water and wastewater conveyance systems, and storm water conveyance systems.

2. **Approval Period:** The Approved Mills Ranch Specific Plan is Marked **Exhibit "A"** and dated "____." The Mills Ranch Specific Plan approval runs concurrently with the Vesting Tentative Map life. Specific Plan extensions shall run concurrently with the Vesting Tentative Map time extensions thereafter, until expiration of the tentative map. Time extensions for the Mills Ranch Specific Plan and Vesting Tentative Tract Map must be requested by the Applicant or agent and are submitted to further review.

3. **Hold Harmless:** The Applicant hereby agrees to defend, indemnify, and hold harmless the City, its agents (including Earth Design, Inc., Boyle Engineering, Hanna & Brunetti), officers, and employees, from any claim, action, or proceeding from a third party against the City as a result of the action or inaction by the City, or from any claim to attack, set aside, void, or annul this approval by the City of the Applicant's Project; or Applicant's failure to comply with conditions of approval. This condition and agreement shall be binding on all successors and assigns. Not withstanding this provision, and regarding any proceeding between City and Applicant, the prevailing party shall be able to recover attorney fees.

VESTING TENTATIVE TRACT MAP CONDITIONS OF APPROVAL
PLANNING AND BUILDING DEPARTMENT CONDITIONS

1. **Project Description:** The Project consists of:

   Project applications include a General Plan Amendment, Specific Plan, Vesting Tentative Tract Map, Design Manual. The proposed 92.37-acre project includes 400-residential units and a small commercial area on approximately 47-acres, 7.5-acres of parklands, 1.1-acres of open space, approximately 9-acres of agricultural and railroad buffer area and approximately 27-acres of streets and alley rights of way. There are six types of housing proposed: Garden Apartments, Lane Lot Affordable Single Family Dwellings, Lane Lot Single Family Dwellings, Cottages, Medium Sized Single Family Homes (Village Lots) and Large Sized Single Family Homes (Orchard Lots). Infrastructure requirements include roads, water and wastewater conveyance systems, and storm water conveyance systems.

2. **Compliance with the Law:** The Applicant shall ascertain and comply with all Federal, State, County and City requirements as are applicable to this Project. The Vesting Tentative Tract Map shall be consistent with the City Council approved Mills Ranch Specific Plan ("Mills Ranch Specific Plan") marked as Exhibit "1" and dated "_____".

3. **Project Phasing & Infrastructure:** The Project may be constructed in phases and the Applicant may record multiple final maps. The number of phases shall be determined according to market demand, but shall not exceed twelve (12) phases. The infrastructure requirements for each phase shall include, but shall not be limited to, utility installation, drainage improvements, interior roadways, and the removal of all temporary power poles before acceptance of the public improvements for maintenance.

4. **Project Expiration:** Vesting Tentative Tract Map shall automatically expire two (2) years after City Council final action, unless a final map is recorded or an extension is granted pursuant to the Subdivision Map Act (SMA) and City requirements. **Before expiration of the tentative map,** the Applicant may request an extension of time, as provided by law.

5. **Changes:** Development shall be in substantial conformance with the Mills Ranch Specific Plan, and the plans, conditions of approval/mitigation measures presented to and approved by the City Council in connection with the Vesting Tentative Tract Map. No condition shall be eliminated, added or modified without Planning Commission review and City Council action, following a public hearing.

6. **Hold Harmless:** The Applicant shall defend, indemnify, and hold harmless the City, and its appointed officials, agents (including Earth Design, Inc., Boyle Engineering, and Hanna & Brunetti), officers, and employees, from any claim, action, or proceeding from a third party against the City its agents, officers, employees to attack, set aside, void, or annul the City's approval of this Project or the Mills Ranch Specific Plan, provided that the City has promptly notified the Applicant of any such claim, action or proceeding and cooperates fully in the defense. This condition and agreement shall be binding on all successors and assigns. Notwithstanding this provision, and regarding any proceeding between City and Applicant, the prevailing party shall be able to recover attorney fees.

7. **Other County, State and Federal Permits:** **Before recordation of the final map,** the Applicant shall provide copies of the required County, State and Federal permits or written verification of a waiver of permit requirement. The developer shall obtain any required governmental permits,

   A Notice of Intent, and Storm Water Pollution Prevention Plan (NOI and SWPPP) are required for all phases of construction work. The applicant needs to submit proof that the project is covered by a

SWPPP permit before grading and/or any site work is performed.

8. Disclosure of Potential Nuisances (MM No. 3.6-5b & MM No. 3.6-6): **Before or concurrent with the recordation of the first final map,** the following notices shall be recorded in a manner that notifies all subsequent property owners within this Project of the potential nuisances from adjacent parks, previous agricultural use of the Project site, and nearby airport and industrial uses. Said notice shall advise each future owner to notify all prospective buyers of the potential nuisances prior to entering in an agreement to purchase a home within the Project site.

"The Project site was previously used for agricultural operations that included the application of pesticides and other chemicals to the soil."

"Active and passive parks will be located adjacent to and within the Project. The parks will be used for a variety of both active and passive recreation activities. Noise, traffic and other disturbances may occur due to public activities. Additionally, park activities may in the future change and/or increase to meet the recreation needs of residents of and visitors to King City."

"The existing airport, railroad, industrial area and cogeneration plant located near the project may emit noise, dust and other related disturbances. These emissions may increase in the future.

"The Project site is subject to aircraft over flights and single event noise exposure due to the proximity of the Project site to the King City-Mesa Del Rey Airport. The airport is a general aviation airport that is used by a variety of aircraft and propulsion types, including fixed wing propeller and jet aircraft and helicopters. An FAA approved practice aerobatic area is adjacent to the airport. The airport is also used occasionally to support CDF and USFS aerial fire suppression activities. It is anticipated airport use will increase in the future in response to population and/or economic growth. Residents of property near airports should be prepared to accept the inconvenience, annoyance or discomfort from aircraft operations."

"The Del Rey Elementary School is located nearby, and a middle school is proposed near the Project (located within the Arboleda Ranch Specific Plan area). The schools may be used for a variety of activities. Noise, traffic and other disturbances will occur due to the use of these schools by the King City community."

"King City encourages agricultural operations on property located within the City and on adjacent property located near the City limits in the unincorporated portion of Monterey County. The property you are purchasing is near agricultural properties or agricultural operations.

"You may be subject to inconveniences or discomfort arising from such operations. Such discomfort or inconveniences may include, but are not limited to: noise, odor, fumes, dust, smoke, inspections, operation of machinery (including fixed wing and helicopter aircraft) at any time and throughout any 24-hour period, storage and disposal of manure, and the application by spraying, aerial application, or otherwise of chemical fertilizers, soil amendments, herbicides, fungicides and pesticides. One or more inconveniences or discomfort may occur as a result of agricultural operation that conforms to existing laws and regulations and are performed in accordance with accepted agricultural customs and standards. If you decide to live or work near an agricultural area, you should be prepared to accept such inconveniences or discomfort as a normal and necessary aspect of living in

a city and county with a strong rural character and an active agricultural sector."

9. Mail Receptacles: Mailboxes shall be consistent with the requirements of the US Post Office Master standards.

10. Grading Permits/Model Homes: Notwithstanding any other provision contained in these Conditions of Approval, the Applicant may apply for and City may issue grading permits for the Project and building permits for the construction of model homes in accordance with the model home plan, **prior to filing or recording of a final map.**

11. Memorandum of Understanding: **Prior to approval of the Vesting Tentative Tract Map,** the Memorandum of Understanding (MOU) between the City and King City Partners LLC shall be modified requiring the Applicant to pay for all City related third party consultant costs which are incurred implementing the conditions of approval, mitigation measures, and other Project requirements after receiving City entitlements. These costs include, but are not limited to, consultant time to review, coordinate and implement the requirements of Project approval.

12. Payment of Fees: The Applicant shall pay the following fees during all phases:

    a. Processing Fees: **Before issuance of a building permit for a specific home,** all applicable building permit processing and review fees for such home shall be paid as required by City Ordinance. City may charge other processing fees provided such fees were in force and effect on city-wide basis on February 13, 2004 (the date the application for this project was declared complete) including any increases for inflation, as permitted under the Subdivision Map Act (SMA).

    b. Impact Fees: **Before issuance of a building permit for any specific home,** the Applicant shall pay the following connection, and impact fees for such home which were in effect on February 13, 2004 (the date the application for this project was declared complete) including any increases for inflation, as permitted under the Subdivision Map Act.

        i. Local Government Administration Fee,
        ii. Police Protection Fee,
        iii. Fire Protection Fee,
        iv. Sewer Service Fee,
        v. Storm Drainage Fee,
        vi. Public Library Fee,
        vii. Community Center Fee,
        viii. Aquatic Center Fee,
        ix. Water Connection Fee, and
        x. Streets, Signals and Bridges Fee.

        Park fees shall not be due since pursuant to these Conditions of Approval, Applicant is required to dedicate and improve public parks at a cost in excess of the project's fair share of park impact fees.

        The Applicant shall be credited against City's Storm Drainage Fee for improvements made to the overall drainage system for the first 200-single family residential homes.

c) Applicant has no obligation to prepay any impact fees, except under the following conditions:
"The City shall evaluate the remaining capacity of the wastewater treatment plant ("WWTP") at the beginning of each phase of the development, **prior to issuing any**

building permit for that phase. If the evaluation determines that the WWTP has insufficient capacity to allow the connection of all of the homes in that phase of the development, then the Applicant will not be issued building permits ***beyond the remaining capacity*** for that phase. Should the City determine that the WWTP requires expansion to meet estimated sewage flows from that phase of development, the Applicant agrees to pre-pay sewer service fees to fund (in-part) said expansion efforts."

13. **Covenants, Conditions and Restrictions (CC&Rs): Before issuance of the first certificate of occupancy,** CC&Rs that apply to the lots and future development of the subdivision shall be recorded. The CC&Rs shall provide for the funding of the cost of maintenance of the improvements within the Project described in **Condition of Approval 38** below, either by a Landscape and Lighting District ("LLD") or by assessments levied on the owners of lots within the Project by a homeowners' association ("HOA") formed for the purpose as provided below. The CC&Rs shall impose a requirement for the City's approval of any amendments which involve Project conditions of approval and mitigation measures.

    The CC&Rs shall include, in addition to other items the following:

    a) Notification of the requirements, restrictions and estimated costs,

    b) Notice of the Mills Ranch Specific Plan requirements, a table of contents of the Mills Ranch Specific Plan and the location of the City office where the homeowner can review the Mills Ranch Specific Plan,

    c) Restrictions related to lighting (e.g., light plans) shall incorporate a restriction that light pools shall be directed downward to prevent glare on adjacent and surrounding areas,

    d) Statement that no further lot divisions shall occur of any privately owned lot,

    e) All relevant conditions of approval and mitigation measures,

    f) The CC & R's shall provide that if the LLD or HOA is dissolved each property in the Project shall then be responsible for 1/366 of the cost to maintain the items listed in these conditions for maintenance by the LLD or HOA as the performance of this work is a benefit to each and every property. Each property shall continue to be obligated for their share of the listed work even if the LLD or HOA is for any reason dissolved. If the LLD or HOA is dissolved, any Project property owner or group of owners may perform the work and collect from each property 1/366 of the cost of the work, including for their time at a reasonable rate and for the cost of collection, including court costs and attorney's fees,

    g) A statement that development of second units is precluded by the Mills Ranch Specific Plan.

    h) Limitation of RV and Trailer street park, pursuant to City law .

    i) The CC&Rs shall contain the following language:
    "Right to Remedy-Failure to Maintain Designated Items. In the event that there is a failure to maintain the improvements described in Condition of Approval No. 38 , the City, by and through its duly authorized officers and employees, will have the right to enter upon the subject Property, and to commence and complete such work as is necessary to maintain said items. The City will enter and maintain and or repair only if,

and after giving the HOA, or in the event that the HOA has not been formed, the property owner(s) written notice of the failure to maintain, they do not commence correction of such conditions in no more than thirty (30) days from the giving of the notice and proceed diligently to completion. All expenses incurred by the City shall be paid within thirty (30) days of written demand. Upon a failure to pay within said thirty (30 days, the City have the right to impose a lien for the proportionate share of such costs against each Lot in the Project as set forth above."

"It is understood that by the provisions hereof, the City is not required to take any affirmative action, and any action undertaken by the City will be that which, in its sole discretion, it deems reasonable to protect the public health, safety and general welfare and to enforce it and the regulations and ordinances and other laws."

"It is understood that action or inaction by the City, under the provisions hereof, will not constitute a waiver or relinquishment of any of its rights to seek redress for the violation of any of the provisions of these restrictions of any of the rules, regulations and ordinances of the City, or of other laws by way of a suit in law or equity in a court of competent jurisdiction or by other action."

"It is further understood that the remedies available to the City by the provision of this section or by reason of any other provisions of law will be cumulative and not exclusive, and the maintenance of any other remedy. In this connection, it is understood and agreed that the failure to maintain the items will be deemed to be a pubic nuisance and the City will have the right to abate said condition, assess the costs there of, and cause the collection of said assessments to be made on the tax roll in the manner provided by appropriate provisions of the King City Municipal Code or any other applicable law."

"The City Council of the City of King City may, at any time, relinquish its rights and interest in the Project as herein set forth by appropriate resolution. Any such relinquishment by the City Council will be effective on the date that the resolution is adopted and a copy thereof is placed in the United States mail, postage prepaid, addressed to the HOA. The Owner will execute and record a declaration reflecting such relinquishment within ten (10) days of receipt of a copy of the resolution."

"No failure of the City of King City to enforce any of the covenants or restrictions contained herein will in any event render them ineffective."

"The rights of the City of King City pursuant to this Section will be the rights of an intended third party beneficiary of a contract, as provided in Section 1559 of the California Civil Code, except that there will be no right of Declarant, or any Owner(s) to rescind the contract involved so as to defeat such rights of the City of King City."

j) Establishment of a LLD or HOA.

14. **Lighting Plan (MM No. 3.1-4): Before recordation of the first final map,** the Applicant shall have approval of exterior lighting plans for the parks, alleys and streets from the Community Development Department for review and approval. The Lighting Plan shall identify the type of fixture and the placement and spacing, taking into consideration safety and photometric standards. The Lighting Plan shall require that the lights be energy efficient and identify the type and wattage of Street lighting and alley lighting.

The lighting plan shall incorporate the following to minimize light and glare impacts associated with

the proposed Project:

a) Project street, park and alley lighting shall be designed to direct light to the street and alley and away from the adjoining properties, and

b) To minimize excessive lighting and glare, building exteriors and roofs shall utilize low reflectance materials. Mirrored glass and other highly reflective building materials shall not be utilized on the exterior of the buildings. Concrete tile, asphalt shingles and wood shakes shall not be considered reflective.

15. **Landscape and Irrigation Plans (MM No. 3.1-2a & MM No. 3.1-2b):** Landscape and irrigation plans shall be consistent with the Specific Plan and, to the extent not inconsistent with the Specific Plan, City Ordinances and shall be submitted as follows:

a) **Before City approval of Street Improvement Plans for any phase of the Project that includes landscaping within a public area including street medians, alleys, the buffer zone outside of the edge road or any other area to be maintained by the LLD or HOA,** a landscape and irrigation plan for such public open space area shall be prepared by a licensed landscape architect and shall be subject to review and approval by the Planning Commission. The landscaping and irrigation plan for the above listed areas shall be reviewed by the City Engineer to verify that there is sufficient sight distance to ensure safety. The landscaping design, character and scale of such open space areas shall be compatible with surrounding areas. Such area landscaping shall consist of turf grass, trees and drought-tolerant native and/or Mediterranean type species. The landscape plans for the buffer zone area outside the edge road shall specify only trees the landscape architect believes can tolerate high winds,

b) **Before a financial mechanism is in place to pay for tree maintenance such as a LLD or HOA,** the City will not accept for maintenance any tree unless a three (3) year bond has been posted with the City in the amount equal to 25% of the cost of the trees, within the buffer zone easement and public rights of way, to assure replacement of dead/dying trees,

c) All other landscape improvements (excluding trees) shall be maintained by the Applicant for a period of 90-days ("maintenance period") after the installation of the improvements. Upon completion of the 90-day maintenance period, the City shall conduct a final inspection and Applicant shall replace any and all dead or dying plants, **prior to the City formally accepting the landscape improvements** (excluding trees),

d) **Before issuance of a building permit for a specific home,** a landscaping and irrigation plan for the front yard of the type of residential lot which the home is to be built upon shall be prepared by a licensed Landscape Architect, or licensed Landscape Contractor provided the plans are prepared using standard landscape architectural procedures. The landscaping design, character and scale shall be consistent with the Mills Ranch Specific Plan. **Landscaping and irrigation shall be installed pursuant to such approved plan before a Certificate of Occupancy is issued for each home, or the remaining work may be bonded for completion within three (3) months of the occupancy,** in which case the Certificate of Occupancy may be issued, and

e) The landscape and irrigation plans shall include, as appropriate, the following:

1. Tree staking, soil preparation and planting detail,

2. The required landscaping and improvements, including,

i) Deep root planters shall be included in areas where trees are within five feet (5') of asphalt or concrete surfaces and curbs,

ii) Water conservation practices including the use of automatic timers, low flow heads or drip irrigation and mulch,

iii) All slopes greater than 2:1 shall have jute mesh, nylon mesh or equivalent material,

iv) Automated irrigation systems, and

v) The size, type and location of all plant material.

16. Installation of Area Landscaping: **Before or concurrent with City's issuance of building permits for any phase of the Project that includes an area to be maintained by the** LLD or HOA, the Applicant shall post a performance security in an amount to be agreed to by the City Engineer to guarantee the installation of plantings, irrigation, walls and fences, in accordance with approved landscape and irrigation plans for such Landscape area(s).

17. Grant of Avigation Easement and Release (MM No 3.6-5a): **Before recordation of the first final map,** the Grant of Avigation Easement and Release shall be recorded against the property within the boundary of the Vesting Tentative Tract Map substantially in the form attached hereto as **Exhibit** "2." Revisions to the Grant of Avigation Easement and Release must be approved by the City Attorney. A reference to the Grant of Avigation Easement and Release shall be placed in each final map for the Project.

18. Filing FAA Form 7460-1: **Before final map recordation of the first phase, issuance of a grading permit, or issuance of any construction project permit, whichever comes first,** the Applicant shall file FAA Form 7460-1 with the Federal Aviation Administration, and provide a copy of the filed form with the City Engineer.

19. Temporary Tract Offices: The Applicant shall submit a plot plan for review and approval by the City Engineer, if temporary sales and/or construction offices shall be used onsite.

20. Outstanding Invoices: **Before recordation of the first final map,** the Applicant shall pay all outstanding City invoices related to processing the Project.

21. No Further Subdivisions: In no case shall there be more than a total of 366 privately held lots within the boundary of the Vesting Tentative Tract Map.

PUBLIC WORKS DEPARTMENT CONDITIONS

All conditions of approval herein specified, unless otherwise noted, are to be complied with before final map recordation of each phase.

22. Stop Sign Locations: **Before recordation of each final map,** the City Engineer, and Police Chief shall approve stop sign locations for consistency with the Mills Ranch Specific Plan, attached as Exhibit "A."

23. Grading and Drainage Plans: **Before issuance of a grading permit,** final grading and drainage

plans, including drainage study and calculations, shall be submitted to and approved by the City Engineer. The City Engineer is responsible for coordinating the review of the grading and drainage plans.

24. **Underground Utilities (MM No. 3.1-2c): Before recordation of the first final map,** a conceptual infrastructure plan for the entire Project shall be submitted to and approved by the City Engineer.

    Before the recordation of the final map of each phase, the final infrastructure plan for that phase shall be submitted to and approved by the City Engineer. The underground utilities shall include offsite storm drain piping, sanitary sewer, water piping, all onsite utilities, and infrastructure along San Antonio Drive and Spreckels Road adjacent to that phase, and other requirements per City standards.

25. **Public Improvement Plan: Before recordation of each final map,** a public improvement plan ("Public Improvement Plan") for the applicable phase shall be prepared by a California registered engineer. The Public Improvement Plans shall be submitted to, and approved by the City Engineer. The Public Improvement Plan shall include the Project's required street paving, curb, gutter, streetlights, sidewalks, parkway, required utilities, grading, and drainage. The Public Improvement Plan for each phase shall be submitted to all applicable public utility companies including but not limited to California Water, PG &E, Charter Cable, SBC (telephone) and the City of King City, with copies to the City Engineer. All applicable improvements shall meet ADA standards, and be consistent with the approved Mills Ranch Specific Plan, latest City standards and specifications and to the satisfaction of the City Engineer. The City Engineer is responsible for the coordination the review of the Public Improvement Plans.

    Except where the Specific Plan/Vesting Tentative Map call for a variance from City standards, public improvements shall be designed in accordance with City specifications and standards, including but not limited to the following:

    a) Street plan and profile,

    b) Storm Drainage, drainage ditches, culverts and other structures,

    c) Water plan/water system and associated improvements (to be reviewed and approved by California Water and City Fire Department),

    d) Sewer plan,

    e) Grading and erosion control plan,

    f) Easements for all water and sewer mains and storm drains,

    g) Curb markings and "blue dot" night reflectors,

    h) Bike Lanes, paths, and/or multi-use paths,

    i) All on and offsite improvements as required by the City Engineer including offsite storm drain pipe and outfall to the Salinas River, and

    j) All existing wells to be abandoned.

    Before street paving, all underground improvements shall be installed and shall pass all testing.

26. **Finished Floor Elevations:** **Before issuance of any building permit,** the Project engineer shall verify that the finished floor elevation is a minimum of one-foot above top of curb.

27. **Grading:** All grading shall be done in conformance with City standards and to the satisfaction of the City Engineer. Applicant shall provide a performance bond for cost of grading covering cost of grading pursuant to estimate agreed to by City Engineer and approved by City Attorney.

28. **Sewer Improvements:** Sewer improvements shall include:
    a) The Applicant shall install sewer laterals to each buildable lot shown on the tentative map at a size appropriate for proposed use. The minimum size shall be four-inch laterals, and

    b) The existing 21" Industrial Sanitary Sewer is a shallow brittle pipe. The sewer must remain in service, but it may be possible from November 30th to May 1st (off-season) with proper coordination to slow or stop flows for short periods of time. The 21" Industrial Sanitary Sewer pipe shall be protected during construction. The pipe shall be video taped by the applicant before and after any construction over and/or directly adjacent to it. The video will be used to verify that damage has not occurred to the pipe. Applicant shall remove and replace any section(s) that are damaged during construction. (Note: It is the City's understanding that the pipe material is reinforced fiberglass pipe which is no longer available.)

29. **Easements Abandonment:** All easements that are to be abandoned by the City shall be with a City approved notation on the final map in accordance with the applicable provisions of the Subdivision Map Act and other applicable state law.

30. **Public Utilities:** Easements for utilities shall be dedicated in a size and location approved by California Water and PG&E. All public utility easements shall be shown on the Final Map.

31. **Bonds/Surety-Faithful Performance and Labor and Materials:** **Prior to the recordation of the map commencement of any work on any improvement and in any event and prior to before recordation of a first phase final map,** a subdivision improvement agreement for those improvements required by the City shall be prepared and a performance bond posted through the City Attorney's office, or as otherwise directed by the City Attorney.

32. **Infrastructure Installations:** **Before a certificate of occupancy is issued for any home in a phase,** all infrastructure improvements (roads, sidewalks and utilities) that serve the affected lot shall be installed and fully operational to the satisfaction of the City Engineer.

33. **Offer of Dedication:** **Before recordation of each final map,** the Applicant shall offer, by certificate on the map or separate document, to dedicate to the City the following:

    a) Water line easement,

    b) Sewer line easement,

    c) Storm drainage easement,

    d) Road right-of-way for all city-approved onsite streets, and

    e) All public utilities.

34. **Additional Ordinance Material: Before final map recordation for any phase,** the Applicant shall submit to the City Engineer the additional material required pursuant to Municipal Code § 16.32. In particular, the following shall be submitted:
    a) Current Title Report;

    b) Traverse Sheets;

    c) Guarantee of Title;
    d) Improvement Agreement; and

    e) Proof that there are no outstanding taxes, liens or other special assessments pursuant to Municipal Code §16.32.080 (d).

35. **Grading, Drainage and Street Improvement Plans: The City Engineer is responsible for coordinating the Grading, Drainage and Street Improvement Plans.** The Mills Ranch storm drain system shall be planned and designed in coordination with the Arboleda project to ensure the detention basins and drainage pipes function as a complete detention and conveyance system. The system shall be designed to reduce runoff from all tributary areas (at build-out) from the 100-yr post development storm water flow to the 10-year pre-development flow. Applicant assumes all responsibility for providing a storm drainage system that appropriately handles all tributary areas. A drainage design report will be submitted with the first phase of development plans to present the storm water system design calculations for elements 1, 2, and 3 (listed below) as well as the onsite drainage improvements (such as inlets, gutters, pipes, and ditches) required for that phase. The system will generally follow the conceptual plan presented in the Balance Hydrologics Report (2003), as amended June 28, 2004. However, the applicant's engineer will be responsible for presenting the approach and calculations used for sizing all system components and for ensuring the approach presented in the Report is appropriate for the project. The City Engineer shall review and approve the proposed drainage system to ensure the Mills Ranch and Arboleda projects provide a complete detention and conveyance system. The City reserves the right to require any changes during plan check that are necessary to provide a complete system.

    The Mills Ranch project consists of three (3) distinct storm drain segments, which collectively comprise the "storm drain system" for the Mills Ranch project.

    1 A storm drain pipe adjacent to the UPRR right of way.

    2 The Mills Ranch Detention Basin, located along the north side of the project site (on-site).

    3 A storm drain pipe from the Mills Ranch Detention Basin to the Arboleda storm drain system.

These segments are described in detail below.

a) The applicant shall install a storm drainpipe that would connect to the city's existing 48" pipe at San Antonio Drive and Metz Road and flow northerly and adjacent to the UPRR right of way to the proposed Mills Ranch Detention Basin located along the north side of the project site. The storm drain shall generally be designed per the report that the Mills Ranch and Arboleda projects provided, "Hydrology Report for Mills Ranch and Arboleda Projects" by Balance Hydrologics dated September 2003, as amended June 28, 2004. The storm drain shall be concrete and sized to handle the full 20-year post development storm water flow, assuming build-out of the tributary area. The storm drain and design

calculations shall be reviewed and approved by the City Engineer.

b) The applicant shall install a Detention Basin system that shall be designed to limit the post-development 100-year discharge to no more than the pre-development 10-year discharge rate from the contributory area, and shall be constructed in conformance with the County of Monterey Flood Control Standards, subject to the review and approval of the City Engineer. The Detention Basin shall generally be designed per the report that the Mills Ranch and Arboleda projects provided, "Hydrology Report for Mills Ranch and Arboleda Projects" by Balance Hydrologics dated September 2003, as amended June 28, 2004. The basin shall be designed to over bank in a sheet flow manner across the north side of the basin and shall have 1.5 feet of freeboard above the predicted 100-year storm basin water level. The Detention Basin shall be reviewed and approved by the City Engineer.

c) The applicant shall install an offsite storm drain pipe/system from the Mills Ranch detention pond, under Spreckels Road to the Arboleda storm drain system. The storm drain shall generally be designed per the report that the Mills Ranch and Arboleda projects provided, 'Hydrology Report for Mills Ranch and Arboleda Projects' by Balance Hydrologics Sept 2003 as amended June 28, 2004. The storm drain shall be concrete and sized to handle the full 10-year pre-development storm water flow as detained by the Detention Basin. The full offsite storm drainage facility and easement must be coordinated with the Arboleda project, Mills Ranch project, and the City. Should no agreement be reached within a timely manner, the City agrees to proceed in accordance of its acquisition powers set forth in Government Code §§7267.1 and 7267.2. The offsite storm drain and design calculations shall be reviewed and approved by the City Engineer.

d) **Prior to filing the first Final Map**, the City and the Applicant shall enter into a Reconveyance Agreement for the existing detention basin easement along San Antonio Drive, in order to facilitate the relocation of the easement and improvement of the storm water drainage system in accordance with Condition of Approval No. 35 hereinabove. The Reconveyance Agreement shall include an "as-is" provision, an indemnification and hold harmless provision by the Applicant to the City, its employees, its agents (including Earth Design, Inc., Boyle Engineering and Hanna & Brunetti) and assigns from and against any and all liabilities (e.g., Army Corp wetlands issues, toxic contamination, etc.), loss, claims, causes of action, judgments and damages resulting from or arising out of reconveyance of the City's interests in the detention pond property and shall include the City's relinquishment of the storm detention facilities and pond easement and an interim operating agreement as necessary.

e) **Before final map recordation of each phase final map or issuance of a grading permit for each phase**, the Applicant shall submit grading, drainage, and street improvement plans prepared by a California Registered Civil Engineer. Said plans shall include but not be limited to street, utility, and storm drain improvements and shall be submitted to the City Engineer for review and approval. The grading plan shall incorporate all applicable current Best Management Practices (BMPs) for storm water pollution control. Grading plans may be submitted and approved before full improvements plans are submitted and approved.

f) The streets and alleys/lanes shall be designed to contain and/or overland release a 100-year storm to the detention pond before overtopping any curb or Alley/Lane pavement. The Applicant's engineer shall certify, and design the Project so that the lowest floor and adjacent grade of any building shall be one-foot minimum above the top of curb.

g) The City agrees to reimburse the Applicant for a small amount of the costs for the storm water drainage facilities being installed by the Applicant, which would normally be borne by the public, by giving the Applicant credit against the City's storm water drainage fee for the first 200-single-family residential homes of the project. The Applicant shall pay storm drainage fees starting with the 201st home.

h) Within sixty (60) days of the City Council's approval of the Vesting Tentative Map application, the City shall, at its discretion, exercise its powers to require CreekBridge to upsize the storm drainage system to accommodate the combined City and Mills Ranch drainage. The Applicant shall immediately reimburse the Arboleda Project for the proportionate share of the storm drain easement and improvements which are not serving the Arboleda Project's drainage requirements, in accordance with the City's Ordinance and the Subdivision Map Act.

36. Pre-construction Conference (MM No. 3.6-1c): **Before issuance of the first building permit for each phase, and before installation of infrastructure,** a pre-construction conference is required to be conducted. The City "Building Contractor hired by the City Manager's office and/or Community Development Department is responsible for coordinating the pre-construction conference. At a minimum, the conference shall include s the City Engineer, the Applicant, Building Official, Applicant paid Prevailing Wage Administrator and Contractor(s). The Building Contractor" may invite other officials, as needed, to assist in the process. The parties in attendance shall discuss and agree to the conditions related to for construction of the Project:

a) Hours of construction shall be limited to 7:00 am to 5:00 pm Monday–Saturday. No construction shall be allowed on Sunday, or State holidays, except as approved in writing by the City Engineer,

b) Construction related truck-trips are to be scheduled during non-peak hours when possible to help reduce truck traffic on adjacent streets and roadways,

c) The route of construction related traffic is to be established to minimize trips through surrounding residential neighborhoods,

d) Schedule for water sprinkling to occur during site grading and the transportation of fill materials based on the time of year,

e) Truck hauling-grading material shall take preventative measures to minimize air borne dust and rocks,

f) Schedule to maintain and clean public streets and sidewalks during grading and construction, and

g) The street, whether public or private, shall not be used for storage of equipment or materials.

37. Final Map(s): **Before recordation of each final map,** the Applicant shall submit to the City Engineer for review and approval, a final map prepared by a licensed land surveyor or qualified California Registered Civil Engineer. The final map(s) shall provide all required dedications and easements. The City Engineer is responsible for coordinating the final map review.

38. Maintenance of Improvement (MM 3.1-2d): Unless the Applicant elects to create a HOA as

provided below, the Applicant and the City shall work cooperatively and expeditiously to form a LLD to fund the maintenance of the improvements listed in subsections (a) through (g) below. The costs of the assessment district engineer and other costs of formation of the LLD shall be advanced by the Applicant subject to reimbursement from the proceeds of assessments levied by the LLD. The City and Applicant shall mutually agree on the engineer and any other consultants for the LLD The City shall hold all of the required Public Hearings and adopt a resolution creating a LLD.. The City reserves the right to annex the Arboleda LLD to the Mills LLD, provided each project is assessed only for the improvements within its boundaries. The Applicant agrees to support and to take all steps reasonably necessary to form the LLD, provided the LLD shall only be responsible for the maintenance, repair and/or replacement of the following improvements (the "Improvements"):

a) Landscaped and non-landscaped alleyways, landscaped areas within public rights of way, including the lighting, landscaping, concrete aprons, curbs, gutters and paving within the 30' wide area between the fences and garages,

b) Areas within the buffer zone easement, north and west of the edge road, which are not accessible to the public including the fencing around the detention basin and the detention basin itself,

c) The Ag. Buffer (Parcel E1), and Railroad Buffer (Parcel E2),

d) Landscaping within the right of way of San Antonio, along the frontage of the project, and along the southern frontage of San Antonio,,

e) Landscaping, trimming of trees on streets where maples, sycamores, elms and other large species trees are planted as the street tree within public right of way, the park strip, or verge, cleaning of storm drains on such streets and repair of the curb, gutters and sidewalks damaged by the roots of said trees,

f) Street lighting, including alleyways, and

g) The maintenance of any created Park Parcels (C1, C2) and/or open space parcels (D1 through D4) until the occupancy permit for the 200-unit is issued. Thereafter, the City shall maintain these parcels.

As an alternative to formation of the LLD, the Applicant may elect to cause the Improvements to be funded by assessments imposed on lots within the Project by a HOA. In the event Applicant so elects, the CC&Rs shall provide that all of the costs of the maintenance of the improvements, and all costs of consultants, contractors and designers, and costs of enforcement of the collection of the assessments (including attorneys' fees and court costs incurred in such enforcement) (collectively "Maintenance Costs") shall be calculated and imposed by the HOA in the form of annual assessments on the owners of all lots shown on recorded maps within the Project ("Assessments"). The CC&Rs shall further provide that (a) the obligation to pay Assessments shall run with the land so that each successive record owner of a lot within the Project shall in turn become liable to pay all such Assessments; and (b) the Assessments collected by the HOA shall be held in trust for the benefit of the owners and shall be used exclusively to fund the Maintenance Costs. CC&Rs containing all of the provisions required by these conditions shall be recorded on or before the date of issuance of the first certificate of occupancy in the Project and **prior to closing escrow of any sale to a third-party buyer.**

h) If the Applicant elects to form a HOA, the HOA shall also have the responsibility for the following area:

i. Limited design review in accordance with the approved Mills Ranch Specific Plan Design Manual;

ii. Enforcement of the CC&Rs; and

iii.The items listed in paragraph 38 a) through f), hereinabove.

39. **Notice Document:** Applicant shall prepare a "Notice Document", subject to review and approval of the City Engineer and City Attorney, to notify lot purchasers on limitations on the use, possession and enjoyment of the property within the boundaries of the Vesting Tentative Tract Map and shall be recorded with the final map of each phase. The notice shall include all Conditions of Approval and Mitigation Measures that apply to the specific lot development, common Project features, or other information which needs to be provided to property owners, in addition to the following provisions:

    a) Although such shared and/or private facilities are not anticipated, if there will be any private roadway shared by two or more residential lots or private facilities for water, sewer, or drainage in the Project, then a Private Water, Sewer, Drainage and Road Maintenance Agreement for such shared and/or private facilities shall be filed with the City, subject to review and approval by the City Attorney and staff.

    b) Owner shall provide for the uninterrupted flow of water through the Real Property including, but not limited to, swales, natural watercourses, conduits and access road, as applicable. Owner is responsible for the adequacy of any drainage facilities and for the continued maintenance thereof in a manner that will preclude any hazard to life, health or damage to the Real Property or any adjoining property.

40. **Change of Ownership:** The Applicant shall notify the City of any change in the ownership of any phase of the subdivision (i.e., if a phase is sold to a subsequent builder who will be responsible for installation of infrastructure, etc.) Notice is not required for sale of individual lots. The owner and new owner shall be jointly and severable responsible for payment of all fees associated with the Project up to the time of sale. If necessary, an additional deposit will be required from the new owner for processing the applications and appurtenant agreements. The new owner(s) will be responsible for any fees incurred after a sale of the property.

41. **Miscellaneous Improvements: Before acceptance of the public improvements for each phase,** the following shall be accomplished:

    a) Repair, or bond for, any damaged public improvements on the Project site (curbs, gutters, sidewalks, etc.) subject to the review and approval of the City Engineer. Where tree roots are the cause of the damage, the roots are to be pruned.

    b) A final inspection by each city department and a signature from a representative of each department signifying that no further actions are needed to comply with these conditions.

42. **Street Design:** Street width within the subdivision to be designed to meet the approved Mills Ranch Specific Plan. All other street designs shall meet City Municipal Code standards.

43. **Drainage Basins:** Drainage shall be retained, and/or detained onsite in basins approved by the City Engineer through tract improvements plans or grading permit applications. The design of the basins shall be reviewed and approved by the City Engineer.

44. **Soils/Geotechnical Report: Before recordation of the first final map,** a site Soils (geotechnical)

Report shall be submitted to the City Engineer. The report shall include data regarding nature distribution and strength of existing soils, including conclusions and recommendations for grading, corrective measures, stability and design criteria for road, utility, retaining wall, structures and other proposed improvements.

45. **Dedications and Easements:** Within 180-days of approval of the Vesting Tentative Map, if Applicant determines that they cannot acquire the easement through the Arboleda project, and/or if the storm drain easement to the Salinas River that the Arboleda project is to acquire is not available, the City shall initiate and follow the procedures set forth in Government Code §§7267.1 & 7267.2 and, if necessary, expeditiously proceed with eminent domain under Code of Civil Procedures §§1230.010 et seq. to acquire the following off-site rights of way and/or easements required for the project:

    a) An easement across Arboleda's linear park for installation, maintenance, repair and replacement of a storm drainage system, and/or through Arboleda's proposed streets for sanitary sewer trunk mains, if required, and

    b) A 20-foot wide storm drain easement from the northwest corner of the Arboleda project running west through the City of King City Waste Water Treatment Plant into an outfall within the Salinas River, if required.

    The applicant shall cooperate with the City and reimburse the City for all reasonably necessary costs, including but not limited to required deposits, attorneys fees incurred in acquiring these interests in real property, such payment shall be made within thirty (30) days of receipt by applicant of invoice. If the City or any other entity beyond the Arboleda Project, Mills Ranch, and the portion of the City drainage that currently flows to the existing detention pond along San Antonio Road, west of the railroad tracks desires to utilize the storm drain easement, the City shall reimburse applicant for the costs of acquisition in proportion to the scope of proposed use, prior to allowing such use. See **Condition of Approval No. 57**-"Reimbursement Agreement for Improvements."

46. **Utility Concurrence:** **Before construction and installation of the utilities,** there shall be written approval by PG & E, Telephone, Cable TV, California Water and any other affected agency as to all improvements, easements, right of way or other facility that are applicable to them.

FIRE DEPARTMENT

47. **Fire Hydrants:** Fire hydrants shall be installed at standard intervals along all public streets within the Tract subject to the approval of the Fire Chief. **Before the delivery of bulk combustible construction materials, and/or at the start of framing construction,** the fire hydrants and water supply installation shall be in place, inspected, tested and accepted by the Fire Department, or the applicant shall erect two (2) 10,000 gallon Kline water storage tanks adjacent to the wood frame construction dedicated only to the Fire Department use.

    The Applicant shall submit to the City Engineer, **before final map recordation of the applicable phase,** Improvement Plans for construction of improvements to the water main system in order to obtain sufficient fire flow. The improvement plans shall be prepared by a registered civil engineer and reviewed and signed by the City Engineer.

48. **Alleys/Driveway Construction:** All alleys/driveways shall be located and constructed to the satisfaction of the City Engineer and Fire Chief. Each home shall have an individual driveway providing direct access to a public street or alleyway unless a shared driveway for two or more lots has been approved by the Fire Chief for use as a fire lane.

The lots that front on San Antonio Road (Lots 331 through 334, and 346 through 348) do not have on-street parking along San Antonio, and each require a 20-foot deep rear parking pad.

The minimum vertical clearance shall be 13'-6". A 23-foot radius from the face of curb, unobstructed by parking, is required on any turns, corners, cul-de-sacs, and/or hammerheads. A turn or hammerhead shall be required on private driveways in excess of 100 foot in length. All fire lanes shall be properly posted with approved signs, as required by the Fire Chief. Estimated costs of construction of any shared driveway serving as a fire lane shall be submitted for bond amount determination.

49. Address Numbers/Street Signs: Approved address numbers shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the middle of the street fronting the property and from the alleys, for applicable buildings. Numbers shall be consistent with the UFC.

    House numbers and street signs shall be lighted to City standards so that emergency vehicles including police and ambulances can locate residences in the event of any emergency. Architectural or Improvement Plans shall note this requirement.

50. Access Roadways: **Before any phased development, framing construction, and/or delivery of bulk combustible construction materials,** access roadways shall be provide, including turnarounds with an all weather surface capable of supporting local emergency vehicles. All roadways shall be reviewed and approved by the City Engineer, and Fire Department.

51. Fire Sprinklers in Garages: **Before issuance of building permits,** automatic fire sprinklers shall be included with building permit applications for all residential structures, including garages.

POLICE DEPARTMENT CONDITION

52. Signs: **As part of the installation of street improvements,** "One Way" and/or "No Parking" signs and/or "Fire Lane" signs shall be installed in the alleys, except for the north-south retail entrance alley which is wide enough for two-way travel..

RECREATION DEPARTMENT CONDITIONS

53. Park Dedications: In lieu of payment of the park fees otherwise due (not including the Aquatic and Community Center Fees required under COA No 12(b)) on the project, and concurrent with the recordation of the first Final Map the Southeast Community Park (Baseball Park) shall be dedicated to the City. The Central Park (Soccer Park) shall be dedicated to the City concurrently with the recordation of the Final Map within which it lies. Each Final Map which contains a portion of the Greenway-agricultural buffer (Linear Park) shall include the dedication of that portion of the Linear Park which adjoins that Final Map.

    If the First Phase Final Map has not been recorded within six (6) years from the date of the GPA, Specific Plan and Vesting Tentative Tract Map approvals, all parklands shall be dedicated to the City.

54. Park Plans: **Prior to recordation of the tract map in which a dedicated park is located and Consistent with Condition of Approval No. 55,** ten (10) copies of a park plan prepared by and stamped by a registered Landscaped Architect shall be submitted to the Recreation Department. The Recreation Commission shall review and approve said plans. Along with the specifications of all proposed park improvements, a letter shall be submitted by a licensed landscape architect or other qualified expert stating that all playground, sports equipment and other park related features are safe.

55. Park Improvements: The Applicant will improve either the soccer park or baseball park on or before

the issuance of the 199th building permit. In addition, the remainder parks within the project shall be completed on or before issuance of the 300th building permit. **Prior to starting construction** of the Park improvements, the Applicant shall provide the City Engineer Improvement Plans for the Baseball, Soccer and Linear Parks. A licensed landscape architect shall prepare said plans.

The Improvement Plans for **Southeast Community Park** (Baseball Park) shall include the following:

a) Adult softball field with dugs outs, bleachers, backstops and appropriate fencing,

b) Youth baseball field (200' outfield) with dugouts, bleachers, backstops and appropriate fencing, and

c) Concession stand with sink, water and sewer plumbing and electrical outlets.

If the size of the **Southeast Community Park** does not permit an adult softball field and youth softball field, the Park Plan required to be submitted in Condition of Approval No. 54 shall identify alternative uses.

The Improvement Plans for the **Central Community Park** (Soccer Park) shall include the following improvements:

a) A 5,000 square foot area for playground equipment and other age appropriate apparatus, as approved by the Recreation Director,

b) A 5,000 square foot multi-purpose hard-court (minimum of two basketball courts),

c) A 180' x 300' soccer field, and

d) Play Area should be designed for ages 5-12 and include:

   i. Slides (spiral and tall),
   ii. Monkey bars,
   iii. Zip line,
   iv. Tunnels, and
   v. Climbing structure.

The Improvement Plans for the **Southeast Community Park** and **Central Community Park** shall include the following improvements:

a) Walkways, paths and sidewalks,

b) Benches, BBQ's, picnic tables, drinking fountains, trash cans, signs and lighting,

c) Turf areas, planting areas, and other trees, scrubs and materials,

d) Irrigation and drainage,

e) Shade structures,

f) A screened area for four (4) temporary and/or seasonal porta potties,

h) A 20' x 20' maintenance building with a 20' x20' asphalt yard, and

i) Two restrooms (one for each gender) attached to the maintenance building at each park.

The Improvement Plans for the **Greenway-Agricultural Buffer** (Linear Park) shall include the following improvements:

a) Informal grass areas, trees, shrubs, irrigation and drainage,

b) Eight (8) foot wide asphalt path along length of Greenway-Agricultural Buffer.

c) Benches, tables, drinking fountains, signs and lighting as needed to support the users of the paths,

d) Sewer stubs shall be installed at appropriate locations in the Linear Park,

e) Fitness Trail, and

f) Low level lighting along paths, if street lighting does not provide sufficient coverage.

MISCELLANEOUS CONDITIONS

56. **Will Serve Letter: Before final map recordation of the first map** a final will serve letter shall be obtained from California Water and submitted to the City Engineer.

57. **Reimbursement Agreement for Improvements:** The Applicant is required to provide the infrastructure necessary to provide services to the project. However, where the Applicant is required to provide improvements of benefit to the City, the region or adjacent development, the City shall enter into a reimbursement agreement as required under the Subdivision Map Act (SMA). The City shall:

a) Reimburse the Applicant from the Traffic Impact Fee fund all costs incurred in excess of the Applicant's standard half-street improvements within the right-of-way of San Antonio Road.

b) Reimburse the Applicant from the Storm Drainage Impact Fee fund for the costs incurred in the relocation and improvement of the Storm Water Drainage pond and facilities, in the form of a credit of impact fees for the first 200-single family residential homes.

c) If the City directs the adjacent Arboleda development to construct improvements to oversize one or more sanitary sewer lines to serve the Mills Ranch property, the City shall cause the Applicant to reimburse the City/adjacent development for the costs incurred to over size the 8" sanitary sewer trunk line to serve the adjoining property **prior to recording the first Final Map on Mills Ranch project unless there is a separate Agreement.**

d) The City shall also cause the adjoining property owner to the west of Spreckels Road to reimburse the Applicant for the costs incurred to construct improvements of all street improvements, which Applicant incurs to construct improvements to Spreckels Road west of the centerline **unless there is a separate Agreement.**

e) The Applicant shall reimburse the adjoining property owner to the west of Spreckels Road **prior to the recording their first Final Map** for the cost of all street improvements, which adjoining property owner incurs to construct improvements to Spreckels Road east of the centerline, unless there is a separate Agreement.

58. **Inclusionary Housing Provision:** The Applicant shall comply with the Mills Ranch Inclusionary Housing Program requirements as approved by City Council for this Project. Concurrent with recordation of the final map for each phase, the Applicant shall execute and record against each parcel containing an inclusionary unit within that phase the Regulatory Agreement (deed restriction) that ensures the term of affordability for that parcel, as specified in the Mills Ranch Inclusionary Housing Program.

59. **Prevailing Wage:** The Applicant shall require all contractors, subcontractors and other workers employed in connection with construction of public improvements within the San Antonio Road and Spreckels Road rights-of-way qualifying as "public works" within the meaning of Section 1720 of the California Labor Code to be paid not less than the general prevailing rate of per diem wage established by the Department of Industrial Relations for work of a similar character in the King City area. Such prevailing wages also shall be paid for any other work on the Project that is subject to the State prevailing wage laws. Applicant shall employ a Prevailing Wage Administrator approved by the City who shall be responsible for ensuring compliance with State prevailing wage requirements for all such "public works." The Applicant hereby agrees to defend, indemnify, and hold harmless the City, its agents (including Earth Design, Inc., Boyle Engineering, and Hanna & Brunetti), officers, and employees, from any claim, action, or proceeding against the City by any third party alleging noncompliance with State prevailing wage laws related to construction of "public works" on the Project or Applicant's failure to comply with this condition of approval. This condition and agreement shall be binding on all successors and assigns.

60. **Agricultural Buffer Agreement:** The Project shall be consistent with the Agricultural Buffer Agreement recorded on June 25, 2003 (Document Number 2003074278).

61. **Coordination of Bus Route with Municipal Transit Authority: Before approval of improvement plans or recordation of the final map of the first phase,** whichever comes first, the Applicant shall meet with the Municipal Transit Authority and identify the location(s) of bus stops and/or duckouts. The improvements shall be shown on the improvements plans and installed by the Applicant.

MITIGATION MEASURES

The City Engineer shall confirm that the Mitigation Monitoring Program is being met.

Aesthetics/Visual Resources

(MM 3.1-2a) ~~**Prior to the issuance of grading permits for any phase of the project that includes landscaping in public areas (street medians, park strips, alleys, agricultural buffer zone, etc.),** the applicant shall submit final landscaping plans for these areas that shall indicate the recommendations of a licensed landscape architect, including themes and concepts consistent with the character of the City. The landscape criteria shall be reviewed and approved by the City and incorporated into the final subdivision improvement plans for the project.~~

(Covered in COA No. 14)

(MM 3.1-2b) ~~**Prior to the issuance of a building permit for the construction of homes,** a landscaping and irrigation plan for the front yard of the residential lot(s) shall be prepared by a licensed landscape architect and shall be subject to review and approval by the City. The landscape design,~~

~~character, and scale shall be consistent with the Mills Ranch Specific Plan and City requirements. Landscaping and irrigation shall be installed prior to certificate of occupancy is issued.~~

(Covered in COA No. 14)

62. (MM 3.1-2c)The applicant shall place permanent utility lines in the proposed subdivision underground to minimize the visual impacts of man-made elements at the project site. The City Engineer shall review and approve the applicant's utility improvement plans. The High Voltage Electric along Spreckels Road will be relocated out of Spreckels Road pavement by the Mills Ranch development, but may remain overhead along Spreckels Road.

(MM 3.1-2d) ~~Prior to approval of the vesting tentative map for the project, the Specific Plan shall be adopted to regulate the design and orientation of all future site development proposals. Long term maintenance of commonly held areas and facilities will be addressed in the conditions of approval to the vesting tentative map.~~

(Covered in COA No. 38)

(MM 3.1-4) ~~Prior to recordation of the first final map, the project applicant shall prepare and submit a detailed exterior lighting plan that indicates the location and type of lighting that will be used. The exterior lighting should demonstrate a non intrusive quality while still providing adequate amount of light. All external lighting shall be indicated on project improvement plans as they are submitted for future site development. Lighting plans shall be submitted to the Planning and Building Director for review and approval.~~

(Covered in COA No. 14)

<u>Biological Resources</u>

63. (MM 3.2-1a)**No more than 30 days prior to commencement of grading or construction activities (Phase I construction) in the specific plan area,** a field study should be conducted by a qualified biologist to determine if active kit fox dense are located on or within 150 meters (approximately 500-feet) of the project site. If an active kit fox den is detected within the biologists survey within the area, the USFWS will need to be contacted immediately to determine the best course of action.

64. (MM 3.2-1b)**Prior to commencement of Phase I construction activities,** the project applicant shall arrange for a qualified biologist to inform workers of the potential presence of San Joaquin kit fox, their protected status, work boundaries, and measures to be implemented to avoid loss of these species during construction activities.

65. (MM 3.2-1c)**During construction,** avoidance and minimization measures should be implemented to protect San Joaquin kit fox in the event they are foraging within the area. These avoidance and minimization measures shall follow the measures identified in the U.S. Fish and Wildlife Service Standardized Recommendations for Protection of the San Joaquin Kit Fox Prior to or During Ground Disturbance (USFWS 1999) and include, but not be limited to, the following:

    a) Any trench or pit deeper than two feet shall include ramps of either fill or planks to prevent kit fox from becoming trapped in the trench or pit.

    b) Pipes, culverts, and other hollow materials greater than four inches in diameter shall be stored in a manner that will prevent kit foxes from using these materials as temporary refuge. In addition, these materials should be inspected for kit foxes daily, before the onsite of construction activities.

c) All food-related trash items shall be enclosed in sealed containers and regularly removed from the project site to avoid attracting wildlife to the project site. Pets should not be allowed on the construction site.

Implementation of the appropriate combination of the above mitigation measures would reduce impacts to the San Joaquin kit fox to a **less than significant** level by supplying the USFWS with information to determine if protocol surveys are necessary, worker education, and by implementing standard avoidance measures.

66. **(MM 3.2-2)Prior to approval of grading permits or building permits for development projects in the specific plan area,** the following measures should be required:

a) A qualified biologist shall conduct a pre-construction survey for burrowing owls within 30 days of Phase I construction or grading activities according to methods described in the *Staff Report on Burrowing Owl Mitigation* (CDFG 1995).

b) If pre-construction surveys undertaken during the breeding season (February through July) locate active nest burrows within or near construction zones, these nests and an appropriate buffer around them (as determined by a qualified biologist) must remain off-limits to construction until the breeding season is over. The CDFG recommends setbacks from occupied nest burrows of 100 meters where construction will result in the loss of foraging habitat.

c) During the non-breeding season (August through January), resident owls may be relocated to alternative habitat. The relocation of resident owls must be according to a relocation plan prepared by a qualified biologist in consultation with the California Department of Fish and Game. Passive relocation is the preferred method of relocation. This plan must provide for the owls relocation to nearby lands possessing available nesting and foraging habitat.

67. (MM 3.2-3) In conformance with federal and state regulations protecting raptors and migratory birds under the Migratory Bird Treaty Act against all forms of take, pre-construction surveys for nesting migratory birds should be conducted by a qualified biologist prior to any soil-altering activity or economic development occurring within the project area and a surrounding area of potential effect. The pre-construction surveys shall be conducted within 30 days of Phase I construction or grading activities, shall be in accordance with CDFG guidelines, and are required regardless of the time of year in which work occurs.

Air Quality

68. (MM 3.3-1) The project applicant shall limit the area of grading to 2.2 acres per day during earthmoving efforts (grading and excavation) and 8.1 acres per day with minimal earthmoving (finish grading). If these limitations are not feasible, due to the project size, a dust control plan shall be prepared and include the following measures, to control dust:

a) Water all active portions of the construction site at least twice daily,

b) Suspend all excavation and grading operations when wind speeds exceed 15 miles per hour averaged over one hour, if watering activities are inadequate to control airborne dust,

c) Replace ground cover or apply MBUAPCD-approved chemical soil stabilizers according to manufacturer's specifications to all inactive portions of the construction site (previously graded areas inactive for four days of more), when airborne dust conditions are visible,

d) Apply water two times daily or chemical stabilizers according to manufacturer's specifications to all inactive portions of the construction site (previously graded areas inactive for four days or more), when airborne dust conditions are visible,

e) Sufficiently water or securely cover all material transported off-site and adjusts on-site loads as necessary to prevent airborne dust conditions. Haul trucks shall maintain enough freeboard to prevent airborne dust conditions,

f) Plant vegetative groundcover in, or otherwise stabilize disturbed areas as soon as grading and construction activities in those areas are completed,

g) Cover material stockpiles that remain inactive for more than 72 consecutive hours,

h) Provide dust free stabilized surfaces at the exit of construction sites for all exiting trucks,

i) Sweep adjacent public streets at the end of each day if visible soil material is carried out from the construction site,

j) Limit traffic speed on all unpaved roads to 15 miles per hour or less,

k) Post a publicly visible sign that specifies the telephone number of the on-site contractor and person to contract regarding dust complaints. This person shall respond to complaints and take corrective action by the end of the same day if the complaint is received by 12:00 noon and within 24 hours if the complaint is received later than 12:00 noon. The phone number of the MBUAPCD shall be visible to ensure compliance with Rule 402 (Nuisance), and

l) The grading contractor shall appoint a qualified site monitor to ensure that the plan is implemented.

69. **(MM 3.3-2a)** To limit diesel emissions, the City of King City shall limit the pieces of diesel-powered construction equipment used by the applicant at any one time and limit the hours of operation for heavy-duty equipment as feasible. Gasoline-powered equipment will be used as an alternative to diesel whenever possible and when comparable equipment and technology is available.

70. **(MM 3.3-2b)**Development activities (i.e., driving over existing dirt roads, trenching, grading, and other excavations) for the proposed project could disturb soils that contain low levels of naturally occurring asbestos. Prior to issuance of a grading permit, the project applicant shall prepare and submit to the Monterey Unified Air Pollution Control District (MBUAPCD) an Asbestos Hazard Dust Mitigation Plan. The Asbestos Hazard Dust Mitigation Plan shall include practices to eliminate, to the greatest extent possible, the emission of fugitive dust from grading, excavation, and construction activity in order to protect workers and area residents in compliance with Rule 1008, Air Toxic Control Measures issued by the Monterey Bay Unified Air Pollution Control District.

<u>Hydrology and Water</u>

71. **(MM 3.4-1a)Prior to issuance of grading permits,** the project applicant shall submit drainage and erosion control plans ensuring that drainage facilities are consistent with the drainage concepts for the

project and that storm water discharge volumes into the receiving drainage system are limited to pre-development 10-year discharge for a post development 100-year event. The applicant shall show conformance with the requirements of the RWQCB Phase II General Municipal Permit requirements outlined in Attachment 4 of the permit.

72. (MM 3.4-1b) The applicant shall construct and/or pay its fair share funding toward common improvements. All plans shall be submitted to the City Engineer for review and approval, with review comments incorporated and shown on Final Maps.

73. (MM 3.4-1c) **Prior to issuance of the first grading permit**, the project applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) that documents ***best management practices*** (filters, traps, bio-filtration swales, etc.) to ensure that urban runoff contaminants and sediment are minimized. The drainage plans shall also incorporate temporary measures effective from October 1 through March 31 that ensure eroded or exposed soils do not leave the site during construction. The SWPPP shall be consistent with RWQCB standards.

74. (MM 3.4-1d) In accordance with current State regulations, future development resulting in grading or excavation that disturbs more than one acre shall require coverage under the NPDES General Permit. The discharger shall implement a SWPPP and shall otherwise comply with all standards and regulations as required by the State Water Resources Control Board.

75. (MM 3.4-2a) **Prior issuance of a grading permit,** the applicant shall include detailed engineering plans for the on-site storm water and detention facilities for review and approval by the City Engineer, as well as other approving or permitting agencies.

76. (MM 3.4-2b) If the Arboleda developer has not constructed the new outfall and storm drain line to the Salinas River for joint use, and the storm drain piping from Mills Ranch Site to said joint use storm drain pipe/outfall is not available; prior to recordation of the final map(s) and associated improvement plan approval for any phase, the applicant shall demonstrate that any Interim Retention Pond must maintain or improve the existing detention/retention pond, maintain or improve existing drainage piping, outlet conditions, and piping in and along San Antonio Road, provide suitable overland drainage release for any drainage from the project and existing/interim pond and provide suitably sized retention for all newly developed lands subject to City Engineer review and approval. All new lands contributing to the interim retention ponds shall be sized to store 100 percent of a 24-hour, 100-year storm with one-foot minimum freeboard on site. Additionally, the Mills Ranch applicant will amend the Mills Ranch Specific Plan accordingly to reflect this change.

~~77. (MM 3.4-2c) Prior to the approval of final map for the applicant's 101st lot, the applicant shall obtain an easement for the new 24-inch or 60-inch storm water drainage pipe per Government Code §66464.5. In no case shall interim retention ponds be used past development of the 101st lot. The applicant shall pay a proportionate share of all associated costs for the drainage pipe easement.~~

(Covered in COA No. 45)

77. (MM 3.4-3) All drainage and erosion control plans submitted in compliance with MM 3.4-1a, MM 3.4-1c, MM 3.4-1d, and MM 3.4-2a shall incorporate temporary measures effective from October 1 through March 31 that ensure eroded or exposed soils are maintained on-site during construction.

78. (MM 3.4-7) In accordance with the Salinas Valley Water Project Plan, the City of King City will evaluate the feasibility of new development proposals, in accordance with the requirements, recommendations and projections of the Plan, to reduce the City's long-term contribution to groundwater overdraft in the Salinas Valley.

Geology

79. (MM 3.5-1) All future development within the Specific Plan area shall be designed in accordance with the requirements of the current edition of the California Building Code for seismic zone four and the recommendations contained within the Geotechnical Report prepared by ENGEO Inc. (May 20, 2003); and recommendations in the peer review prepared by Twining Laboratories Inc., subject to review and approval by the City Engineer. These recommendations include, but are limited to site preparation and grading; selection of material; demolition and striping; cut lots; differential fill thickness; fill placement; foundations; edge lift condition; subgrade treatment; preliminary pavement design; drainage; excavation; post-tensioned slab foundations; site drainage; and utility trenches.

80. (MM 3.5-2) **Prior to the issuance of grading permits for the first phase**, the applicant shall conduct an updated quantitative evaluation of liquefaction and seismic settlement including recent and historic high groundwater data and the potential for irrigation water to saturate the potentially liquefiable sandy soils at the project site. The liquefaction analysis shall use the appropriate design basis or upper bound earthquake ground motion to determine the potential for liquefaction, differential compaction, and lateral spreading at the project site. Recommendations shall be incorporated into the building design and engineering based on the updated liquefaction analysis, subject to review and approval by the City Engineer.

Noise

82. (MM 3.6-1a) To reduce the effects of construction noise, the applicant shall be subject to noise control via implementation of the King City Municipal Code §17.56.030, Noise Ordinance and the *King City Noise Element.*

83. (MM 3.6-1b) To reduce the impacts related to the construction phases of the project and the applicant shall use the most recent equipment where feasible. All equipment should be in good mechanical condition, internal combustion engines are also recommended.

~~(MM 3.6-1c) The applicant shall limit construction operations to the daytime hours of 8:00 a.m. to 10:00 p.m. Monday through Friday. The City Planning and Building Official shall conduct monitoring of construction activities.~~

(Covered in Condition of Approval No. 36)

84. (MM 3.6-1d) **During construction**, all diesel-powered equipment should be located more than 200 feet from any residence if the equipment is to be operated for more than three hours per day. Dirt berming and stockpiling of materials is encouraged to mitigate noise to sensitive receptor locations.

85. (MM 3.6-3) **Prior to occupancy of residences within 400 feet of the rail line**, the applicant shall construct 15 to 18 foot noise control barriers along the Union Pacific Railroad line and Metz Road. The barrier shall be located along the property line adjacent the railroad tracks and continue along the property line contiguous with San Antonio Drive. The berm/ barrier combination shown on the Tentative Map will be adequate as long as the top of the barrier reaches a height of 18 ft. above the building pad. Construction of the berm/ barrier should follow the recommendation found in the noise analysis conducted for the EIR. Final wall design may be revised to respond to map changes as long as City Noise Standards are met.

86. (MM 3.6-4a) **During construction**, the applicant shall install windows rated minimum Sound transmission Class (STC) 34, in all residential structures within 250 feet of the tracks. The STC 34 windows must contain at least one pane of laminated glass. All residential structures between 250 feet to 400 feet of the tracks, the project applicant shall install windows rated at a minimum STC 30. The

applicant shall install in all residential structures between 400 and 700 feet of the tracks STC 26 rated windows at minimum. Mechanical ventilation should be provided in all residential structures. Windows and doors should remain closed to ensure that noise levels can adhere to the 45 dB standard. Building plans shall be subject to review and approval by the City Engineer.

87. (MM 3.6-4b) **During construction**, the applicant shall install STC 26 rated windows and doors in all residential structures within 110 feet of the centerline of Spreckels Road and San Antonio Drive on the direct side or orientation of the roadway. Proper mechanical ventilation and air conditioning shall be required to enable the residents to have windows and doors remained closed. Building plans shall be subject to review and approval by the Planning and Building Inspector.

~~(MM 3.6-5a) The City shall require the applicant to record an avigation easement across the project site. The avigation easement shall be prepared and recorded concurrent with recordation of the final map of the first phase of the proposed project and referenced on all final maps.~~

(Covered in COA No. 17)

~~(MM 3.6-5b) The applicant shall notify future residents that the project site is subject to aircraft over flights and single event noise exposure due to the proximity of the project site to King City Mesa Del Rey Airport. The applicant shall prepare and record the notification agreement prior to or concurrent with recordation of the final map of the first phase of the proposed project. All future residents shall be notified of the noise exposure prior to entering in an agreement to purchase a home within the Specific Plan area.~~

(Covered in COA No. 8)

~~(MM 3.6-6) The applicant shall notify potential buyers of the residential lots within the Specific Plan area, at the time of sale, of the proximity of agricultural uses. The notification agreement shall be prepared prior to recording the Final Map of the first phase of the proposed project. All future residents shall be notified of the potential noise exposure from agricultural uses prior to entering into an agreement to purchase a home within the Specific Plan area.~~

(Covered in COA No. 8)

<u>Traffic</u>

88. (MM 3.7-1a) **Prior to issuance of building permits for the first phase**, the applicant shall pay its fair share for the design, and construction portion (which are covered by payment of the applicant's Traffic Impact Fees) of installation of a right turn lane on southbound First Street at the northbound Highway 101 ramps intersection to address existing deficiencies.

89. (MM 3.7-1b) **Prior to issuance of building permits for the first phase**, the applicant shall pay its fair share for the design, and construction (which are covered by payment of the applicant's Traffic Impact Fees) of implementing an all-way stop control at the intersection of First Street/ Broadway Street, with the addition of a stop sign on the northbound First Street approach. In the interim, before this improvement is implemented, it is recommended that the City install a "Cross Traffic Does Not Stop" sign on eastbound Broadway Street at First Street.

90. (MM 3.7-1c) **Prior to issuance of building permits for the first phase**, the applicant shall pay its fair share for the design, and construction portion (which are covered by payment of the applicant's Traffic Impact Fees) for signalization and an eastbound left turn channelization at the Metz Road/Lyons Street intersection.

91. **(MM 3.7-1d) Prior to issuance of building permits for the first phase,** the applicant shall pay its fair for the design, and construction portion (which are covered by payment of the applicant's Traffic Impact Fees) for the installation of an all-way stop at the First Street/Southbound Highway 101 ramps intersection.

92. **(MM 3.7-3) Prior to issuance of building permits for the first phase,** the applicant shall design, construct, install and pay its fair share (which are covered by payment of the applicant's Traffic Impact Fees) of installing signal with railroad preemption at the intersection of Metz Road/San Antonio Drive to ensure standing vehicle queues can safely clear the track area before a train arrives. Signal design shall be coordinated with Union Pacific Railroad and the Public Utilities Commission.

93. **(MM 3.7-4)** The applicant shall sign all alleyways as one-way to prevent any potential traffic issues caused by two-way traffic.

94. **(MM 3.7-6a) When the signal warrants for pedestrian safety are met** (in conformance with CalTrans requirements), the applicant and the Meyer Ranch/Arboleda project shall share the cost of signal with a pedestrian crosswalk at the intersection of San Antonio Drive/C Street. The City shall encourage the School District to provide an adult crossing guard at the intersection of San Antonio Drive/C Street to facilitate street crossings by school children.[1]

95. **(MM 3.7-6b) Upon opening of the middle school,** the applicant and Meyer Ranch/Arboleda project shall annually monitor the intersection of San Antonio Drive/Spreckels Road during peak hours when school is in session for possible traffic signal installation due to high pedestrian volume near the school area. An independent firm shall be retained to provide results directly to the City at a time to be determined by the City.

Cultural Resources

96. **(MM 3.8-1a)** Should any previously undisturbed cultural, historic, or archaeological resources be uncovered in the course of site preparation, clearing or grading activities, all operations within 150 feet of the find shall be halted until such time as a qualified professional archaeologist can be consulted to evaluate the find and recommend appropriate action. If the find is determined to be significant, appropriate mitigation measures shall be formulated and implemented.

97. **(MM 3.8-1b)** In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of Monterey County has determined whether the remains are subject to the coroner's authority. This is in accordance with Section 7050.5 of the California Health and Safety Code. If the human remains are of Native American origin, the coroner must notify the Native American Heritage Commission within 24 hours of identification. Pursuant to Section 5097.98 of the Public Resource Code, the Native American Heritage Commission will identify a "Native American Most Likely Descendent" to inspect the site and provide recommendations for the proper treatment of the remains and any associated grave goods.

Public Services and Utilities

98. **(MM 3.9-1)** In order to provide adequate water supply for domestic and fire service protection at the project site, California Water Service Company shall design and construct an off-site well prior to occupancy permits being issued on the one hundred and first home in operation of the first phase of the proposed project. Construction costs of the well shall be the responsibility of the developer with

[1] Alternatively, if the City does not want to encourage pedestrian crossings at this location, the school gates along San Antonio Drive should be locked.

the cost split equally between the Mills Ranch Development and the Meyers /Arboleda Ranch Development.

99. (MM 3.9-2) The applicant shall be responsible for the necessary construction or improvements to the water system. All water delivery infrastructures shall be designed in accordance with standards of the California Water Service Company and the King City City Engineer **prior to approval of final improvement plans.**

100. **(MM 3.9-4)** The proposed project would generate approximately 118 tons of solid waste per month, which is the equivalent to 1,416 tons per year. The City of King City charges development impact fees to offset the cumulative costs of providing additional solid waste services (City Ordinance No. 490). The City of King City also has a recycling program in place to reduce the volume of refuse deposited in the landfill. Implementation of this standard condition of approval would reduce this potentially significant impact to a less than significant level.

101. **(MM 3.9-7) Prior to wastewater treatment system upgrades,** the City shall monitor growth and shall not approve building permits in excess of the permitted and available wastewater treatment capacity. **Prior to issuance of each building permit,** the applicant shall be required to contribute their "fair share" to the expansion of the wastewater treatment plant by paying its Sewer Impact Fee.

Hazards

102. **(MM 3.10-2a)** ~~**Prior to construction, the applicant shall remove and dispose approximately 65,000 cubic yards of impacted soil to an appropriate offsite disposal facility; or at the onset of grading activities, a test section shall be created to determine appropriate mix criteria to be utilized across the entire site in order to reduce the reported concentrations of Toxaphene to a level at or below the EPA's Region 9 PRGS. The applicant shall monitor, sample, and test the site soils in order to confirm that near surface soils continue to meet the regulatory criteria for residential soils throughout the grading process.**~~

Prior to issuance of a grading permit, the applicant shall perform additional discreet sampling of soil and groundwater to confirm and quantify the extent of the Toxaphene contamination found during screening-level evaluation. The results of the sampling shall be provided to the Department of Toxic Substances Control (DTSC) for review and consultation. Based on the testing results, such requirements may include no further action, completion of a Remedial Investigation ®, and/or preparation of site-specific clean-up plan to meet DTSC and EPA standards for Toxaphene. DTSC requirements shall be met prior to mass grading or in conjunction with grading if impacted soil requires removal.

(Amended Mitigation Measure Based On Response To Comments)

103. **(MM 3.10-2b) Prior to construction,** the applicant shall conduct a soil test in the area of an above ground storage tank formerly located on the southwestern corner of the site. Additionally, groundwater at the site shall be sampled to assess possible impacts to groundwater from the historical use of the adjacent parcels, and to assess water quality if groundwater is to be utilized in association with future developments.

104. **(MM 3.10-2c) During construction,** the applicant shall abandon any irrigation supply water wells that are not proposed for future use in accordance with local and state regulations. Any septic systems that are identified or encountered during development shall be abandoned in accordance with local and state regulations.

MISCELLANEOUS CONDITIONS

105. **Discrepancies:** The City's Neighborhood Commercial District (i.e., City Municipal Code § 17.20) shall be used as the base zone for permitted uses, signage, and other commercial issues regarding the Specific Plan designated commercial area, unless otherwise stated in the Mills Ranch Specific Plan.

EXHIBIT B
TO EXHIBIT 3

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
City of King

CINTERIM
2/09/2006
10:04:29

DOCUMENT: 2006012630

Titles: 1/ Pages: 21

Fees....
Taxes...
Other...
AMT PAID

RECORDING REQUESTED BY

CITY OF KING CITY, A MUNICIPAL CORPORATION

AND WHEN RECORDED MAIL TO

City of King City
Attn.: Deputy City Clerk
212 S. Vanderhurst Ave.
King City, CA. 93930

No Fee Per Government Code §6103

APN _____

CITY OF KING CITY

County of Monterey, State of California

MILLS RANCH AFFORDABLE HOUSING PROGRAM AGREEMENT

This Agreement is entered into this 1st day of September, 2005, by and between the CITY OF KING CITY ("City"), and KING CITY COMMUNITY PARTNERS, L.L.C., a California limited liability corporation *("Developer").*

RECITALS

WHEREAS, California Government Code Section 665584(a) requires localities to address the housing needs for persons of all income levels; and

WHEREAS, the King City Council has determined that there exists a shortage of new housing affordable to low and moderate income households; and

WHEREAS, the King City Council has determined that an inclusionary housing program is necessary to ensure that a portion of all new housing is made affordable to low and moderate income households; and

WHEREAS, the King City Council adopted Ordinance No. 637 on January 28, 2003, mandating that, for projects containing thirty or more housing units, developers provide at least fifteen percent (15%) of their project for low-to-moderate income households ("Inclusionary Housing Program*");* and

WHEREAS, Chapter 17.19 of the King City Municipal Code provides that a developer may fulfill the Inclusionary Housing Program goals by either providing on-site units or providing an equivalent program, subject to review and approval by the City Council to fulfill the Inclusionary Housing Ordinance. Section 17.19 allows the King City Council to provide developer incentives for developer participation in the Inclusionary Housing Program; and

WHEREAS, the King City Housing Element adopted October 2004 provides for creation of a wide range of housing types to meet the regional housing needs, and supports incentives and concessions to support residential rehabilitation and prioritizes support to assist agencies and entities that provide for special needs housing, including senior housing; and

WHEREAS, the King City Council has determined that the need for a preference program reserving a certain portion of new inclusionary housing for employees of King City, employees of the King City Union School District, and employees of the King City Joint Union High School District is supported by substantial evidence in the record, and that application of the priorities set forth in this Agreement are a reasonable means of addressing such need and will not arbitrarily discriminate against or have a disparate impact on a protected class of persons, and that the preference program set forth herein is consistent with the Housing Element of the City's General Plan; and

WHEREAS, the Leo A. Meyer Senior Plaza is a seventeen (17) building complex with forty-four (44) units reserved for low-income senior citizens and low income disabled tenants. The units located at 425 Queen Street are in a seriously deteriorated state and experiencing moisture problems, placing continued operation of the Center and its housing at risk and placing the continued availability of this kind of high priority, hard to find and hard to replace, senior low-income and disabled housing at imminent risk of loss from King City housing stock; and

WHEREAS, the Housing Authority of the County of Monterey can make repairs and preserve the forty-four (44) units of low income units in the Leo A. Meyer Plaza for approximately six hundred and five thousand dollars ($605,000.00); and

WHEREAS, Developer is the owner of the property located north of and adjacent to San Antonio Blvd. and west of and adjacent to Spreckels Road, described more particularly in Exhibit A, attached ("Property"); and

WHEREAS, Developer proposes to construct four hundred (400) residential units on the Property ("Project"); *and*

WHEREAS, application of the Inclusionary Housing Ordinance would require that fifteen percent (15%) or 60 units be affordable to very low, low and moderate income people, unless the Developer proposes an equivalent option; and

WHEREAS, the Developer proposes to provide ten percent (10%) or forty (40) of its units as permanently affordable low income households on-site and to meet the other (5%) of its inclusionary housing obligation by providing the sum of six-hundred and five thousand dollars ($605,000.00) to the Housing Authority of the County of Monterey, as the operator and for the benefit of the Leo A. Meyer Senior Plaza, to be used for and dedicated to the rehabilitation of the forty-four (44) existing but dilapidated units at the Leo A. Meyer Plaza and to the preservation of those units as part of the City's housing stock; and

WHEREAS, it is the intention of the City and Developer to set forth the covenants, conditions and restrictions related to Inclusionary Housing and applicable to the Property by this separate document,

NOW, THEREFORE, in consideration of the foregoing, and of the mutual terms and conditions hereinafter set forth, the parties agree to all the following:

1. Developer's Covenant to Participate in Inclusionary Housing Program. Developer shall participate in the City's Inclusionary Housing Program by providing forty (40) units within the Property as affordable housing, in perpetuity, for low income households, as set forth more fully in the Rental Inclusionary Program Deed Restriction, and providing a $605,000 in lieu fee for the remaining 20 units in accordance with Paragraph 5 below.

2. Satisfaction of Conditions. Execution, recordation of deed restrictions against the affected parcels within the boundaries of each Final Map, and performance of this Agreement shall constitute performance of those conditions of approval for the Project that relate to the Inclusionary Units and shall be sufficient in that respect to permit issuance of building permits within each Final Map, subject to the satisfaction of all other applicable conditions. Prior to recordation of the first Final Map, Developer shall provide to the City Manager of City a program detailing how the Inclusionary Units will be managed and if Developer proposes to employ a Manager, as defined in Section 12, Developer shall comply with the provisions of Section 12. The City agrees that this Agreement provides the Developer Assurances required by the Inclusionary Housing Ordinance. Developer shall meet or exceed the minimum affordable housing unit number thresholds with the completion of each phase of the Project as set forth in Inclusionary Housing Program Section 17.90.20.

3. Definitions.

3.1 City Median Income. City Median Income shall mean the median income level for City, or lacking such data, the applicable area median income as defined by the Department of Housing and Urban Development adjusted for household size as periodically published in Title 25 California Code of Regulations at Section 6932. In the absence of data establishing the median income for City or should the California Code of Regulations

cease to publish information regarding the area median income level, a similar index reasonably and substantially reflecting City median income may be mutually agreed upon by the parties and be used to establish such information. In the absence of data or index establishing the median income for City, and in the event the parties cannot agree to an index to replace the HUD/Title 25 index, a replacement index shall be selected by a third party amenable to both parties. If the parties fail to agree to a private third party arbiter, either or both parties may seek declaratory or other appropriate relief from the Monterey County Superior Court to establish an index most likely to reliably measure or approximate City Median Income for purposes of administering the City's inclusionary housing program.

3.2 Developer. KING CITY COMMUNITY PARTNERS, L.L.C., a California limited liability corporation.

3.3 Inclusionary Housing Program. Inclusionary Housing Program shall have the meaning set forth in the Recitals.

3.4 Inclusionary Unit. Inclusionary Unit shall refer to any and all of the forty (40) Low Income units restricted by this Agreement.

3.5 In Lieu Fee. In lieu fee shall mean a fee which shall allow the developer to develop 360 homes at market rate and allow the City or its designee to build, rehabilitate and/or preserve affordable units off site.

3.6 Low Income Households. Low income households are households with cumulative, total incomes of not more than eighty percent (80%) of the City Median Income.

3.7 Manager. Manager shall mean any agent employed by Property Owner to manage the rental, maintenance, or operation of any Inclusionary Unit.

3.8 Map of the Mills Ranch Inclusionary Units. Map of the Mills Ranch Inclusionary Units shall have the meaning set forth in Exhibit A.

3.9 Preference Program. Preference Program shall refer and mean that program giving rental priority for a specified number of new inclusionary housing units provided by this Agreement to employees of King City, employees of the King City Union School District, employees of the King City Joint Union High School District, and, if preference units remain after giving City and School District employees priority, to other local employees, as more particularly described below and in the Rental Deed Restriction attached as Exhibit B to this Agreement. Rental Inclusionary

3.2 Units subject to the Preference Program shall be referred to as the "Preference Program Units."

3.3 Project. Project shall mean the development of the Mills Ranch Community.

3.4 Property. Property shall have the meaning set forth in the Recitals.

3.5 Property Owner. The owner(s) of record of a parcel on which an Inclusionary Unit is built.

3.6 Rental Inclusionary Unit. A Rental Inclusionary Unit is one which is offered for rent to income-restricted households for a restricted rent in accordance with the state and federal guidelines for affordable housing.

4. Number, Type, and Location of Housing Available to Low Income Households. Forty (40) total units shall be available to Low Income Households, all shall be Garden Apartments, the locations of which are more particularly described in Exhibit A.

5. In Lieu Fee for Off-Site Special Needs Housing. Developer shall pay an in lieu fee of six-hundred and five thousand dollars ($605,000.00) to the Housing Authority of the County of Monterey (FIN 94-6000757), at 123 Rico Street, Salinas, CA 93907, for the exclusive benefit of the Leo A Meyer Senior Plaza, said funds to be used for the preservation, rehabilitation and repair of forty-four (44) units of low income special needs housing, located at 425 Queen Street, King City. Payment of said in lieu fee shall, subject to ¶5.2 below, be a condition precedent to the recording of the final map for the first phase of the Project and shall be due and payable in full prior to recording such final map but in any event no later than six (6) months (or if an extension pursuant to ¶5.2 is granted, nine (9) months) after City Council approval of the vesting tentative tract map. City agrees that the in lieu fee in conjunction with the provision of the forty (40) on-site permanently affordable rental units will satisfy the Developer's inclusionary obligation.

5.1 Accounting. The Housing Authority of the County of Monterey shall be requested, as a condition of its receipt of the In Lieu Fee, to render periodic accountings of its expenditure and use of the in lieu fee to the City Council, in care of the City Manager, not less frequently than semi-annually after the fee is paid by Developer, and continuing until the fee has been expended in full.

5.2 City Manager Discretion to Extend Time for Payment of In-Lieu Fee. The City Manager shall have discretion to extend the time for Developer to remit the in lieu fee for a period not to exceed ninety (90) days after the recordation of the final map for Phase 1, but in no event if an extension is approved shall the last date for payment of the fee be more than nine (9) months from the date of City Council approval of the vesting tentative map. Any such extension shall only be granted upon and for good cause shown in writing by the Developer.

6. Base Levels of Amenities and Market Value of Market and Affordable Homes. Pursuant to King City Municipal Code section 17.19.040(2)(A), the City and the Developer agree that all units, whether designated affordable under this Program or market units, will be constructed in conformance with the Mills Ranch Specific Plan and Design Manual and that the affordable units will be constructed using substantially the same basic level of amenities and having substantially the same market value as the market rate units.

7. Rental Units. Property Owner shall cause to be recorded on properties containing the rental units a Deed Restriction which incorporates and requires the property owner to rent, manage and maintain the Inclusionary Units for residential occupancy in accordance with the Rental Inclusionary Program, attached hereto in Exhibit B, including compliance with the Preference Program.

8. Preference Program for City Employees, School District Employees, and People Employed Within the King City Area. Priority to rent Preference Program Units shall be reserved for households that, in addition to meeting all other requirements contained in this Inclusionary Housing Program, contain at least one person who has been employed or who will be employed by King City *("City Employee")* or by the King City Union School District or King City Joint Union High School District ***("School District Employee")*** or within the King City area ***("Local Employee")*** prior to occupancy of the Inclusionary Unit.

8.1 Allocation of Preference Program Units. The owner of any Garden Apartment Building subject to a deed restriction under this program shall be responsible for ensuring that, at all times, a minimum of three (3) Garden Apartments in each Garden Apartment Building shall be rented to City Employees and three (3) Garden Apartments in each Garden Apartment Building shall be rented to School District Employees or Local Employees; provided, however, that if a single owner or entity owns more than one Garden Apartment Building, the Preference Program Units may be distributed among that owner's Garden Apartment Buildings in any way he or she chooses, so long as the total number of Preference Program Units is not reduced.

8.2 Preference Program Eligibility List. The City Manager shall maintain a list of City Employees, a list of School District Employees, and a list of Local Employees who wish to participate in the Preference Program and who otherwise meet the income requirements in this Inclusionary Housing Program. Tenants for Preference Program units shall be selected from these lists. Priority among employees on each list shall be on a first-come, first-served basis; provided, however, that the initial allocation of Preference Program Inclusionary Units shall be by a lottery among persons from each list.

9. Recordation of Deed Restrictions Developer shall cause deed restrictions substantially similar to those attached in Exhibits B to be recorded against each parcel

containing an Inclusionary Unit, as applicable, concurrently with recordation of each final map for the Project. Restrictions shall incorporate this Agreement by reference. Recording of these deed restrictions shall satisfy Developer's obligation to ensure the continued provision of the Low Income housing for the term of this Agreement.

10. Binding Agreement. The terms, conditions, and covenants of this Agreement shall apply to, and shall bind the heirs, successors, executors, administrators, assigns, contractors, subcontractors, and grantees of both parties and shall be covenants running with the land, Each and every deed, contract, or other instrument thereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such terms, conditions, and covenants, regardless of whether set forth in such deed, contract or other instrument, The terms, conditions and covenants of this Agreement shall be subordinate to the primary lien holder only upon foreclosure or a deed-in-lieu of foreclosure.

11. Amendment. This Agreement shall be amended only by a written instrument executed by the parties hereto.

12. Termination. The terms, conditions, and covenants of this Agreement shall automatically terminate after payment of the in lieu fee and shall remain in perpetuity on a Lot which contains an Inclusionary Rental Unit.

13. Indemnification of City. Except for legal proceedings otherwise expressly contemplated and provided for in Paragraph 3.1, the Property Owner shall indemnify, hold harmless and defend the City and its council members, officers, officials, appointees and employees thereof against all loss, costs, damages, actions and liabilities of whatever nature directly or indirectly resulting from or arising out of (i) the design, construction, management, or occupancy of the Project, including of rental inclusionary units, or (ii) any written statement or representation provided to the City or to prospective or actual tenants or purchasers of the Property with respect to the Property Owner's performance hereunder. If any such claim is asserted, or any such impositions or charges are sought to be imposed, the City shall give prompt notice to the Property Owner(s) and the Property Owner(s) shall have the sole right and duty to assume, and will assume, the defense thereof, with full power to litigate, compromise or settle the same in its discretion, provided that the City shall have the right to review and approve or disapprove any such settlement or compromise.

14. Burden and Benefit. The City and the Developer hereby declare their intent and understanding that the burden of the covenants set forth herein touch and concern the land by enhancing and increasing the enjoyment and use of the Project by Low Income tenants, the intended beneficiaries of such terms, conditions and covenants, and by furthering the public purpose for which the City adopted its Inclusionary Housing Program.

15. Consideration. The City adopted and implemented the Inclusionary Housing Program for the purpose, among others, of requiring the Developer to construct and operate affordable housing units in the City. In consideration of the adoption of the Program, and the required provision of affordable units, the Developer and the City have entered into this Agreement,

16. Waivers. No waiver by either party of any provision of this Agreement, or of any portion hereof, or of any ordinance or law, shall be deemed to be a waiver of any other provision of this Agreement, or of any ordinance or law.

17. Equal Housing Opportunity. Developer and Property Owner(s) warrant that they will not discriminate against Project tenants, or applicants for tenancy, on the basis of (a) their race, color, creed, sex or national origin; or (b) their receipt of governmental housing assistance; or (c) their age or disability, provided they are otherwise qualified for tenancy.

18. Integration. This Agreement sets forth the entire understanding of the parties relating to the transactions they contemplate, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations or warranties relating to them except those expressly set forth in this Agreement.

19. Severability. If any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision shall be deemed severable from the remaining provisions, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. Administrative Remedies. City may enforce the terms of this Agreement through administrative remedies as set forth in Title 20 of the King City Municipal Code, as it may be amended from time to time, or as otherwise permitted under the City's Code.

20. Legal Costs. The prevailing party shall be reimbursed for all court costs and its reasonable attorneys' fees in the event legal action is undertaken to enforce this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF KING CITY

By: _____
Terry P. Hughes, Mayor

[*Notarial Acknowledgment*]

KING CITY COMMUNITY PARTNERS, L.L.C.

By: _____
John K. Anderson, President

[*Notarial Acknowledgement*]

Approved as to form by:

_____
~~Michael R. Jencks~~, City Attorney
Roy A. Harley

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Monterey } ss.

On Nov. 1, 2005 (Date), before me, Erica Sonne (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Terry P. Hughes (Name(s) of Signer(s)),

☒ personally known to me

☐ 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.

ERICA L. SONNE
Commission # 1559900
Notary Public - California
Monterey County
My Comm. Expires Mar 15, 2009

Place Notary Seal Above

WITNESS my hand and official seal.

Erica L. Sonne
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of MONTEREY } SS.

On OCTOBER 21ST, 2005 (DATE) before me, SON PHAM (NOTARY),

personally appeared JOHN K. ANDERSON (SIGNER(S))

☒ personally known to me - OR - ☐ 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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SON T. PHAM
Comm. # 1380810
NOTARY PUBLIC - CALIFORNIA
Monterey County
My Comm. Expires Oct. 20, 2006

WITNESS my hand and official seal.

NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER

Top of thumbprint here

EXHIBITS TO

MILLS RANCH AFFORDABLE HOUSING PROGRAM AGREEMENT

Exhibit A

PROPERTY DESCRIPTION AND MAP

Exhibit B

DEED RESTRICTION AND RENTAL INCLUSIONARY PROGRAM

EXHIBIT A

PROPERTY DESCRIPTION AND LOCATION OF AFFORDABILITY RESTRICTED UNITS

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FLLOWS:

Parcel A as shown on the Parcel map filed for record December 23, 2003 in Volume 21 of Parcel Maps, Page 100, Official Records of Monterey County.

EXCEPT one-quarter of the oil and gas rights, including all other hydrocarbons in whatsoever nature of kind and all minerals and other gases and their respective vapors, as excepted in a Deed recorded April 9, 1996 in Reel 3356 at Page 618, Official Records, and re-recorded May 31, 1996 in Reel 3367 at Page 1165, Official Records.

x = Inclusionary Lots with Apartments

VESTING TENTATIVE MAP
MILLS RANCH

CITY OF KING MONTEREY COUNTY CALIFORNIA

0' 100' 300' 400'

SCALE: 1"= 100' DATE: MARCH 14, 2005

Carlson, Barbee & Gibson, Inc.

SHEET NUMBER 1 OF 2

EXHIBIT B TO MILLS RANCH AFFORDABLE HOUSING AGREEMENT

RECORDING REQUESTED BY

CITY OF KING CITY, A MUNICIPAL CORPORATION

AND WHEN RECORDED MAIL TO

City of King City
Attn.: Deputy City Clerk
212 S. Vanderhurst Ave.
King City, CA. 93930

No Fee Per Government Code §6103

APN _____

CITY OF KING CITY

County of Monterey, State of California

MILLS RANCH DEED RESTRICTION FOR AFFORDABLE HOUSING UNITS

(RENTAL DEED RESTRICTION - GARDEN APARTMENTS)

INCLUSIONARY HOUSING COVENANTS, CONDITIONS AND RESTRICTIONS TO ASSURE AFFORDABLE HOUSING FOR LOW INCOME FAMILIES

NOTICE OF INCOME LIMITS AND RENTAL PRICE RESTRAINT

THIS PROPERTY IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS DESIGNED TO ASSURE AFFORDABLE HOUSING FOR LOW AND VERY LOW INCOME FAMILIES IN ORDER TO ASSURE THE CONTINUING AFFORDABILITY OF RENTAL UNITS ON THIS PROPERTY. THESE COVENANTS, CONDITIONS AND RESTRICTIONS MAY SIGNIFICANTLY REGULATE THE RENTAL PRICE OF UNITS ON SAID PROPERTY BELOW MARKET VALUE AND RESTRICT THE OCCUPANCY THEREOF. THESE RESTRICTIONS ARE BINDING UPON PURCHASERS, AND THEIR SUCCESSORS AND ASSIGNS. THESE COVENANTS, CONDITIONS AND RESTRICTIONS SHOULD BE CAREFULLY READ AND FULLY UNDERSTOOD BEFORE PURCHASING THE SUBJECT PROPERTY, AS THE RENTAL OF UNITS IN VIOLATION OF THE PROVISIONS HEREIN MAY CAUSE LEGAL ACTION TO BE TAKEN BY THE CITY OF KING TO ENFORCE THE PROVISIONS AGAINST THE VIOLATOR AND SUBJECT THE VIOLATOR TO THE PAYMENT OF ATTORNEYS' FEES AND COSTS OF SUCH

ENFORCEMENT.

The undersigned, _____, ("Owners", "Undersigned" or "Property Owners") are the owners of the real property located in the County of Monterey, California, at _____ within the Final Maps (as defined in the California Subdivision Map Act) for Tract No. _____ which has been filed of record with the Office of the County Recorder of Monterey County, California known as a part of the Mills Ranch Development ("Development") as described in Exhibit "A" attached to this Agreement.

The undersigned agrees to participate in, on behalf of himself, his beneficiaries, successors and assigns to be bound by the Rental Inclusionary Housing Program attached and incorporated herein as Exhibit B.

DATED:_____ _____

[Notarial Acknowledgement]

EXHIBIT A

RENTAL DEED RESTRICTION

Property Description

EXHIBIT B

INCLUSIONARY PROGRAM

RENTAL UNITS

1. Covenant to Rent Inclusionary Units. Property Owner shall maintain the Inclusionary Units for residential occupancy and may only rent the Inclusionary Units on his or her property to Low or Very Low Income Households, as applicable to the specific unit on his or her property, at a rent not greater than that established in Paragraphs 2 and 3, herein below.

2. Monthly Rent for Low Income Households. When renting to Low Income Households, the monthly rent shall be one-twelfth (1/12) of twenty-five percent (25%) of eighty percent (80%) of the City Median Income, as calculated based upon the household size appropriate to the unit, which is agreed to be three persons for a one bedroom unit and four persons for a two bedroom unit.

3. Monthly Rent for Very Low Income Households. When renting to Low Income Households, the monthly rent shall be one-twelfth (1/12) of twenty-five percent (25%) of fifty percent (50%) of the City Median Income, as calculated based upon the household size appropriate to the unit, which is agreed to be three persons for a one bedroom unit and four persons for a two bedroom unit.

4. Annual Update of Income Data. The City shall provide annually to each Property Owner, within thirty (30) days of publication, current figures for City Median Income, adjusted by household size.

5. Income Verification. Property Owners shall, on top of monthly rents, assess an income verification fee to tenants of Inclusionary Units during the initial leasing of the unit and annually thereafter. Said income verification fees shall be paid by Property Owners to the City upon collection, and City shall use such fee proceeds to certify that tenants are income-qualified to reside in the Inclusioniary Units. The City shall provide notice to all Property Owners on or before January 15, of the Initial Income Verification fee and the Annual Verification fee for the following year. The initial and the annual income verification fees shall be increased annually by an amount equal to the percentage increase, if any, in the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics (San Francisco, Oakland, San Jose Area, All Urban Consumers, All Items), or if such index is no longer published, a successor or substitute index designated by the City, published by a governmental agency and reflecting changes in consumer prices in the San Francisco Bay Area. In no case shall income verification fees be assessed at a rate greater than the City's actual costs incurred in certifying that tenants are income-qualified to reside in the Inclusionary Units.

6. Tenant Information Provided by Property Owner. Property Owner shall collect information from tenants for Inclusionary Units and shall rent at the rate set forth above to only those tenants meeting the income qualifications set forth by the City. Property Owner shall provide the City Planning Director with copies of the Income and Data collections report within forty-five (45) days following tenant occupancy of an Inclusionary Unit, specifying: (a) name of tenant, (b) household income, (c) number in household, (d) number of bedrooms, (e) address of unit, and (f) monthly rent. Such tenant information shall be updated annually. The Income and Data Collections and Report shall be in substantially similar form to that attached as Exhibit B-1.

7. Management of Inclusionary Units. Property Owner may manage the Inclusionary Units it owns but, prior to employing any agent to manage the rental, maintenance, or operation of any Inclusionary Unit *("Manager")*, the Property Owner shall provide a list of proposed Managers to the City for review and approval City shall evaluate and reasonably approve proposed Managers based on the following criteria: ability and capability to manage the subject Inclusionary Units; previous experience managing similar income-restricted units; and, capability to protect the public's and the City's interest with regard to the Inclusionary Units. Approved Managers are likely to include, but are not limited to, housing authorities, non-profit organizations or other entities with the legal capacity and proven experience and expertise to carry out the proposed management operations.

8. Preference Program for City Employees, School District Employees and People employed within the King City area. Priority to rent Garden Apartments shall be reserved for households that, in addition to meeting all other requirements contained in this Inclusionary Housing Program, contain at least one person who has been employed or who will be employed by King City *("City Employee")*, by the King City Union School District or King City Joint Union High School District ***(collectively referred to as "School District Employee")***, or within the King City area ***("Local Employee")*** prior to occupancy of the Inclusionary Unit. This reservation of Inclusionary Units and its administration shall be referred to as the *"Preference Program,"* and the housing units subject to the Preference Program shall be referred to as the *"Preference Program Units."*

8.1 Allocation of Preference Program Garden Apartments. The owner of any Garden Apartment Building shall be responsible for ensuring that, at all times possible, a minimum of three (3) Garden Apartments in each Garden Apartment Building shall be rented to City Employees and a minimum of three (3) Garden Apartments in each Garden Apartment Building shall be rented School District Employees or Local Employees; provided, however, that if a single owner or entity owns more than one Garden Apartment Building, the Preference Program Units may be distributed among that owner's Garden Apartment Buildings in any way he or she chooses, so long as the total number of Preference Program Units is not reduced.

8.2 List of Eligible City Employees. The City Manager shall maintain a list of City Employees, a list of School District Employees, and a list of Local Employees who wish to participate in the Preference Program and who otherwise meet the income requirements in this Inclusionary Housing Program. Tenants for Preference Program units shall be selected from these lists. Priority among employees on each list shall be on a first-come, first-served basis; provided, however, that the initial allocation of Preference Program Inclusionary Units shall be by a lottery among persons from each list.

8.3 Final Review of Application by Owner of Inclusionary Unit. Notwithstanding any other provision of Paragraph 8, and except as prohibited by state and federal law, the owner of the Garden Apartments shall have final authority to approve or deny an application for tenancy. Criteria used to qualify each individual applicant shall include, but shall not be limited to, the screening information described below in Paragraph 9.

8.4 Continued Maintenance of the Preference Program Allocation. If the owner of the Garden Apartments is unable to find a qualified City Employee to maintain the allocation mandated by Section 8.1, that owner shall attempt to find a qualified School District Employee or Local Employee to fill the vacancy. Likewise, if the owner of the Garden Apartments is unable to find a qualified School District Employee to maintain the allocation mandated by

Paragraph 8.1, that owner shall attempt to find a qualified City Employee or Local Employee to fill the vacancy. If the owner of the Garden Apartments is able to find neither a qualified City Employee, a qualified School District Employee, nor a qualified Local Employee to fill a Preference Program unit vacancy, that owner shall select tenants based on all the criteria and restrictions set forth elsewhere in this Inclusionary Housing Program; provided, however, that the owner shall use his or her best efforts to restore the mandated allocation as soon possible, as vacancies within the Garden Apartment Buildings arise.

8.5 Rental of Non-Reserved Units. Nothing in Paragraph 8 shall prevent persons and households qualifying for preference under the Preference Program from renting Inclusionary Units that are not reserved for City Employees, School District Employees or Local Employees, so long as such persons otherwise meet the qualifications set forth in this Inclusionary Housing Program.

9. Applicant Selection, Applicants will be required to be screened by the Property Owner as part of the application qualification process, which screening may include, but shall not be limited to, credit checking, employment verification, review of references from prior landlords, and verification of current residence. Application materials shall demonstrate the following: income eligibility, assets, credit worthiness, prior satisfactory rental experience, and King City residence for at least one year, whenever possible. The application may also require current income verification, indicating year-to-date income and prospective income for each household member 18 years of age or older, and employment check stubs. No subletting shall be allowed.

10. Limited Construction. Nothing contained herein shall be deemed compliance with, or waiver of, any provision of law or condition of approval, except as is expressly stated herein with respect to conditions relating to provision of Inclusionary Units.

11. Onsite Parking. All rental agreements between Property Owners and tenants of Inclusionary Units shall limit tenant parking to the onsite parking spaces provided for each unit and prohibit tenant parking on the street.

12. Enforcement. This Program and the Deed Restriction of which it is a part, are enforceable by City against the Property Owner to the full extent allowed by law, including but not limited to enforcement of the terms of the inclusionary housing conditions, covenants and restrictions through administrative remedies as set forth in Title 20 of the King City Municipal Code, as it may be amended from time to time, or as otherwise permitted under the City's Code, as it may be amended.

EXHIBIT B-1

DECLARATION OF INCOME CERTIFICATION

FOR _____

HEAD OF HOUSEHOLD (NAME)	SEX	SOCIAL SECURITY NO. (Last 4 digits only)	DATE OF BIRTH	MONTHLY INCOME	SOURCE OF INCOME

OTHER ADULTS (NAME)	SEX	RELATIONSHIP TO HEAD OF HOUSEHOLD	SOCIAL SECURITY NO. (Last 4 digits only)	DATE OF BIRTH	MONTHLY INCOME	SOURCE OF INCOME

MINORS	SEX	RELATIONSHIP TO HEAD OF HOUSEHOLD	SOCIAL SECURITY NO. (Last 4 digits only)

You must meet certain income qualifications in order to be a tenant at the _____. This financial information will be used in order to qualify you for residency in the _____ and must be certified yearly in order to maintain residency. The City of King City may audit this information and require verification of the employment and other financial information provided herein. By signing herein, you provide authorization for City of King City to make such financial and other inquiries to verify this information.

I declare under penalty of perjury that the information I have provided above is complete, true and accurate.

Signature: _____ Date: _____

*** Maximum Occupancy 3 persons/per unit**

END OF DOCUMENT

EXHIBIT 4

CHISPA- MILLS RANCH GARDEN APARTMENTS PARCELS C, D, E, F, G

COMMUNITY HOUSING IMPROVEMENT SYSTEMS and PLANNING ASSOCIATION

KING CITY, CALIFORNIA

MATERIALS

CONCRETE
CERAMIC TILE OR TILE PAVERS IN PLAN VIEW (SEE FINISH SCHEDULE)
MASONRY
BATT INSULATION IN SECTION
RIGID INSULATION IN SECTION
FINISH WOOD MEMBER IN SECTION
CONTINUOUS WOOD MEMBER IN SECTION
WOOD BLOCKING BETWEEN FRAMING MEMBERS IN SECTION
PLYWOOD IN SECTION
STEEL IN SECTION
ACOUSTIC TILE CEILING MATERIAL IN SECTION
EARTH IN SECTION
SAND
ROCKFILL
SEE FLOOR PLANS & SECTIONS FOR ADDITIONAL LEGENDS

PROJECT DIRECTORY

PROJECT OWNER: CHISPA, 295 MAIN STREET, SUITE 100, SALINAS, CA 93901, (831) 757-6251 PHONE, (831) 757-6268 FAX, CONTACT: DANIEL TORRES

PROJECT ARCHITECT: THE PAUL DAVIS PARTNERSHIP, 286 ELDORADO STREET, MONTEREY, CA 93940, (831) 373-2784 PHONE, (831) 373-7459 FAX, CONTACT: RYAN CORNELSEN

STRUCTURAL ENGINEER: UYEDA & ASSOCIATES, 2600 GARDEN ROAD SUITE 305, MONTEREY, CA 93940, (831) 373-3181 PHONE, (831) 373-3185 FAX, CONTACT: YUTAKA UYEDA

CIVIL ENGINEER: NAME, ADDRESS, CITY, STATE ZIP, PHONE, FAX, CONTACT:

GEOTECH: NAME, ADDRESS, CITY, STATE, ZIP, PHONE, FAX, CONTACT:

ELECTRICAL ENGINEER: NAME, ADDRESS, CITY, STATE, ZIP, PHONE, FAX, CONTACT:

MECHANICAL ENGINEER: NAME, ADDRESS, CITY, STATE ZIP, PHONE, FAX, CONTACT:

FIRE CONTRACTOR: NAME, ADDRESS, CITY, STATE, ZIP, PHONE, FAX, CONTACT:

TITLE 24: NAME, ADDRESS, CITY, STATE ZIP, PHONE, FAX, CONTACT:

LANDSCAPE ARCHITECT: MICHAEL ARNONE & ASSOCIATES, 5370 SAMUEL PL., SANTA CRUZ, CA 95062, (831) 335-1996, CONTACT: JENNIFER CLARK COLPER

DEVELOPMENT ANALYSIS

A.P.N.: 000-000-000-000

PROJECT ADDRESSES: PARCEL C 401 BRANDYWINE, PARCEL D 295 ERMOSA, PARCEL E 117 ERMOSA, PARCEL F 190 LEGACY, PARCEL G 154 LEGACY

SITE COVERAGE CALCULATIONS:

Site		C	D	E	F	G
Lot Area		14500	14160	13200	13140	13200
Building Coverage	Area	7059	[illegible]	7059	[illegible]	7340
	Percentage	[illegible]	0.50	0.53	0.54	0.54
Covered Patios	Area	[illegible]	24.00	24.00	24.00	24.00
	Percentage	[illegible]	0.002	0.002	0.002	0.002
Parking, Driveways, uncovered patios	Area	5212.00	[illegible]	[illegible]	[illegible]	2940.00
	Percentage	[illegible]	[illegible]	0.19	0.17	0.18
Landscape	Area	[illegible]	[illegible]	5521.47	4356.46	3519.46
	Percentage	[illegible]	[illegible]	7057.27	0.29	0.27
Impervious surface coverage	Area	[illegible]	[illegible]	9576.53	10792.54	9680.54
	Percentage	[illegible]	[illegible]	0.73	0.73	0.73

PARKING:
BUILDING — SPACES
APARTMENTS: (8) @ 2 SPACES/ UNIT = 16
PARKING SPACES PROVIDED = 16 COVERED, INCLUDING 1 VAN ACCESSIBLE

BUILDING AREA CALCULATIONS:

DEFERRED SUBMITTALS

PROJECT INFORMATION

BUILDING DESCRIPTION: Five sites, each with one 2-story multifamily apartment complex consisting of 8 units and 16 covered parking spaces.

APPLICABLE CODE(s): 2019 CBC, CPC, CMC, CEC, CALGREEN

OCCUPANCY: R2

OCCUPANCY SEPARATIONS:

A: 1 HOUR SEPARATION AT WALLS BETWEEN UNITS
B: 1 HOUR SEPARATION AT FLOOR/CEILING SYSTEMS
C: 1 HOUR SEPARATION AT WALLS BETWEEN GARAGES AND UNITS

FIRE AREA SEPARATION:

A: 2 HOUR FIRE BARRIER BETWEEN R2 APARTMENTS AND A3 RESIDENTS ROOM

GENERAL BUILDING LIMITATIONS (C.B.C. Chapter 5 and 6)

APARTMENTS (2-Story): Occupancy = R2, Construction Type = V-B (Fully Sprinklered NFPA 13R)

GARAGES (Grade Level): Occupancy = U, Construction Type = V-B (Fully Sprinklered NFPA 13R)

SHEET INDEX

ARCHITECTURAL

A0.1 COVER SHEET
A1.0 NEIGHBORHOOD SITE PLAN
A1.1 SITE PLAN PARCEL C
A1.2 SITE PLAN PARCEL D
A1.3 SITE PLAN PARCEL E
A1.4 SITE PLAN PARCEL F
A1.5 SITE PLAN PARCEL G
A2.1C 1st FLOOR PLAN - PARCEL C
A2.2C 2nd FLOOR PLAN - PARCEL C
A2.3C ROOF PLAN- PARCEL C
A2.1D 1st FLOOR PLAN - PARCEL D
A2.2D 2nd FLOOR PLAN - PARCEL D
A2.3D ROOF PLAN- PARCEL D
A2.1E 1st FLOOR PLAN - PARCEL E
A2.2E 2nd FLOOR PLAN - PARCEL E
A2.3E ROOF PLAN- PARCEL E
A2.1F 1st FLOOR PLAN - PARCEL F
A2.1.1F PARTIAL 1st FLOOR PLAN - PARCEL F
A2.2F 2nd FLOOR PLAN - PARCEL F
A2.3F ROOF PLAN- PARCEL F
A2.1G 1st FLOOR PLAN - PARCEL G
A2.2G 2nd FLOOR PLAN - PARCEL G
A2.3G ROOF PLAN- PARCEL G
A2.4 DOOR, WINDOW, AND FINISH SCHEDULES
A3.1C EXTERIOR ELEVATIONS PARCEL C
A3.2C ELEVATIONS & SECTIONS PARCEL C
A3.1D EXTERIOR ELEVATIONS PARCEL D
A3.2D ELEVATIONS & SECTIONS PARCEL D
A3.1E EXTERIOR ELEVATIONS PARCEL E
A3.2E ELEVATIONS & SECTIONS PARCEL E
A3.1F EXTERIOR ELEVATIONS PARCEL F
A3.2F ELEVATIONS & SECTIONS PARCEL F
A3.1G EXTERIOR ELEVATIONS PARCEL G
A3.2G ELEVATIONS & SECTIONS PARCEL G

ABBREVIATIONS

SYMBOLS

DETAIL KEY / DETAIL NUMBER / SHEET NUMBER
SECTION KEY / SECTION NUMBER / SHEET NUMBER
INTERIOR ELEVATION KEY / ELEVATION NUMBER / SHEET NUMBER / ARROWS INDICATE ELEVATIONS SHOWN
ROOM NAME / ROOM NUMBER
WORK POINT, CONTROL POINT, OR DATUM POINT
MATCHLINE
SHEET NOTE SYMBOL (SEE SHEET NOTES TABLE)
DOOR NUMBER (SEE DOOR SCHEDULE)
WINDOW SYMBOL (SEE WINDOW SCHEDULE)
SIGN SYMBOL
REVISION
WALL TYPE

VICINITY MAP

SPECIAL INSPECTIONS

1. PLACEMENT OF ALL HOLD DOWN ANCHOR BOLTS.
2. ALL PREWELDED STEEL & WELDING SHOP CERTIFICATION UNLESS THE WELDING SHOP IS ICBO CERTIFIED

Project / Owner:
CHISPA
8-UNIT APARTMENT COMPLEX AT
MILLS RANCH
GARDEN APARTMENTS
KING CITY, CA

THE PAUL DAVIS PARTNERSHIP
ARCHITECTS & PLANNERS

RECEIVED
JUL 24 2020
CITY OF KING
COMMUNITY DEVELOPMENT DEPT

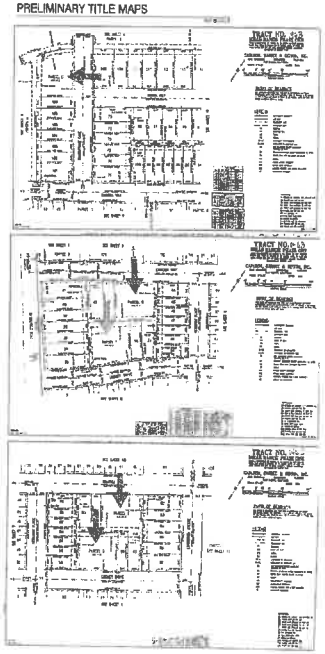
Drawn By: AE
Project Number: 1029
Drawing Date: 4/23/20

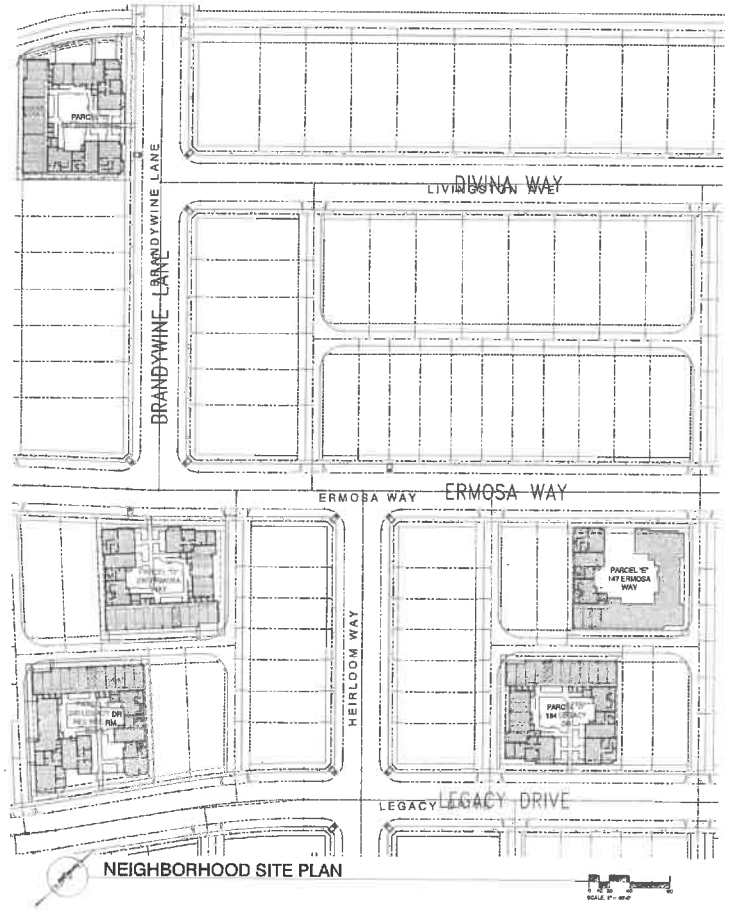
DRAWING SET IS PRELIMINARY NOT FOR CONSTRUCTION

Sheet Title: COVER SHEET

Sheet Number: A0.1

PRELIMINARY TITLE MAPS

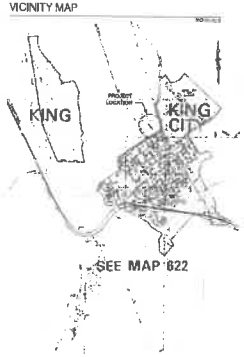




NEIGHBORHOOD SITE PLAN

SCALE: 1" = 40'-0"

VICINITY MAP



BUILDING C

BUILDING AREAS:	TOTAL S.F.
FIRST FLOOR APARTMENTS	8109
SECOND FLOOR APARTMENTS	9965
GARAGES	9529
STORAGE AND MECHANICAL	454
TOTAL	27048
FIRST FLOOR OPEN SPACE	3184
SECOND FLOOR DECKS	797

BUILDING D

BUILDING AREAS:	TOTAL S.F.
FIRST FLOOR APARTMENTS	7410
SECOND FLOOR APARTMENTS	8985
GARAGES	10265
STORAGE AND MECHANICAL	454
TOTAL	27,0000
FIRST FLOOR OPEN SPACE	3211
SECOND FLOOR DECKS	797

BUILDING E

BUILDING AREAS:	TOTAL S.F.
FIRST FLOOR APARTMENTS	8109
SECOND FLOOR APARTMENTS	9965
GARAGES	9529
STORAGE AND MECHANICAL	454
TOTAL	27048
FIRST FLOOR OPEN SPACE	3184
SECOND FLOOR DECKS	797

BUILDING F

BUILDING AREAS:	TOTAL S.F.
FIRST FLOOR APARTMENTS	9159
FIRST FLOOR RESIDENT CENTER	1219
SECOND FLOOR APARTMENTS	9114
GARAGES	9529
STORAGE AND MECHANICAL	471
TOTAL	29,492
FIRST FLOOR OPEN SPACE	2944
SECOND FLOOR DECKS	270

BUILDING G

BUILDING AREAS:	TOTAL S.F.
FIRST FLOOR APARTMENTS	8159
SECOND FLOOR APARTMENTS	9965
GARAGES	9529
STORAGE AND MECHANICAL	454
TOTAL	28082
FIRST FLOOR OPEN SPACE	3211
SECOND FLOOR DECKS	797

Project / Owner:
CHISPA
64-UNIT APARTMENT COMPLEX AT
MILLS RANCH
GARDEN APARTMENTS
KING CITY, CA

THE
PAUL DAVIS
PARTNERSHIP
ARCHITECTS & PLANNERS

The Paul Davis Partnership, LLP
700 Alabama Street
Monterey, CA 93940
(831) 373-2700 FAX (831) 333-3139
(831) [illegible]

RECEIVED
JUL 24 2020
CITY OF KING
COMMUNITY DEVELOPMENT DEPT.

Drawn By: AP
Project Number: 1029
Drawing Date: 6/22/20

Date Issued for Construction:
DRAWING SET IS PRELIMINARY NOT FOR CONSTRUCTION

No use or disclosure of these plans or any portion thereof is permitted without the prior written consent of The Paul Davis Partnership. The Architect will not be responsible for any changes made to these plans by any other person doing work on the project. To the extent of the Architect's professional liability, the Contractor agrees to defend, indemnify and hold the Architect harmless from any and all liability, real or alleged, which may arise from the unauthorized use of these plans.

Sheet Title:
NEIGHBORHOOD
SITE PLAN

Sheet Number:
A1.0

Project / Owner:

CHISPA

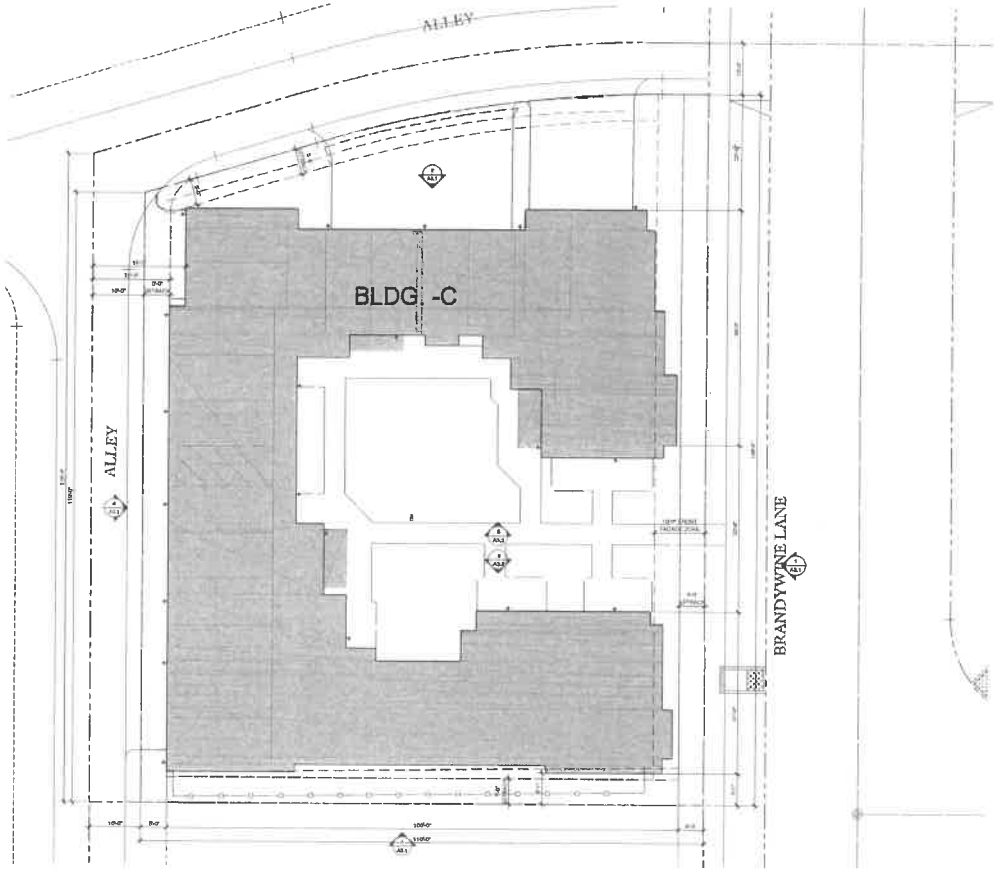
8-UNIT APARTMENT COMPLEX AT

MILLS RANCH

GARDEN APARTMENTS

KING CITY, CA

Floor	(1) APARTMENTS Actual	Allowed	RATIO	(2) GARAGES Actual	Allowable	RATIO	(3) STORAGE (NOT ABOVE) Actual	Allowable	RATIO	Ratio of ratios	Total Area
1	8,100	8,832	0.366	3,373	6,782	0.518	432	36,847	0.012	0.91	7,045
2	8,945	8,832	0.999		6,782	0.000		36,847	0.000	0.00	8,945
	17,045	17,664	1.00	3,373		0.191	432		.01	1.00	15,990



SITE PLAN (Parcel C)

Site		C
Lot Area		54510
Building Coverage	Area	9550
	Percentage	0.18
Covered Patios	Area	1408
	Percentage	0.026
Parking, Driveways, uncovered paths	Area	31110
	Percentage	0.57
Landscape	Area	4266.51
	Percentage	0.39
Impervious Surface coverage	Area	37073.49
	Percentage	0.71

DEVELOPMENT KEY MAP

NO SCALE

THE PAUL DAVIS PARTNERSHIP

ARCHITECTS & PLANNERS

The Paul Davis Partnership, LLP
200 University Street
Monterey, CA 93940
(831) 375-3760 FAX (831) 375-3329

RECEIVED

JUL 24 2020

CITY OF KING

COMMUNITY DEVELOPMENT DEPT

Drawn By: AP

Project Number: 1026

Drawing Date: 6/23/20

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Sheet Title:

"C" SITE PLAN

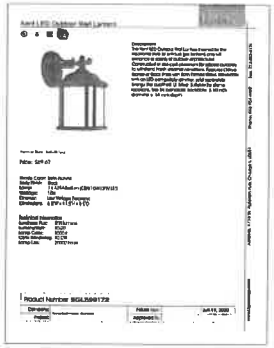
691 BRANDYWINE LN

Sheet Number:

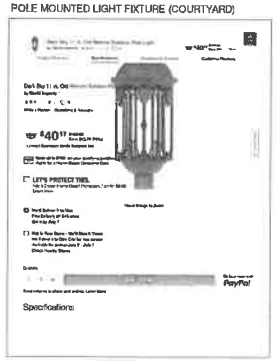
A1.1

EXTERIOR LIGHTING LEGEND (SEE FLOOR PLANS)

WALL MOUNTED LIGHT FIXTURE (PORCHES, EXTERIOR STAIRS)



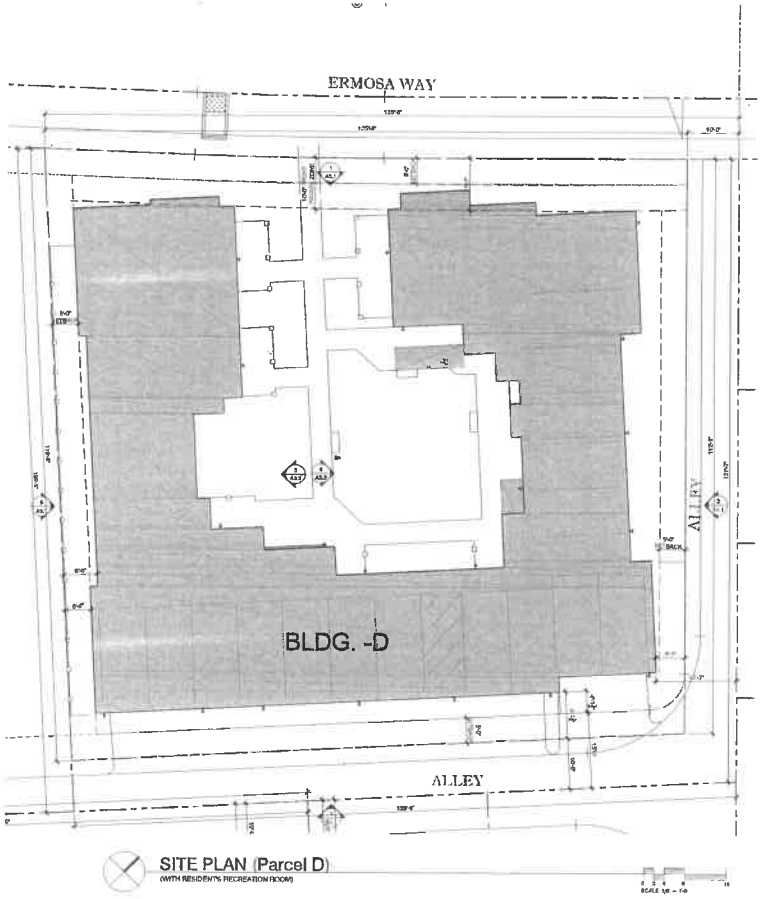
POLE MOUNTED LIGHT FIXTURE (COURTYARD)



WALL MOUNTED LIGHT FIXTURE (GARAGE ENTRANCES)

BD	APARTMENTS	M	GARAGES		BD	STORAGE AND MECHS.				
Floor	Actual	Allowable/Ratio	Actual	Allowable	RATIO	Actual	Allowable	RATIO	Total of cubic	Total Area
1	8,172	8,536	8,168	8,536	0.956	454	16,542	0.028	8,67	7,067
2	5,895	8,536	0.690		8,168	0.822		16,542	0.000	0.00	5,895
	8,068	17,072	1.26	8,536		0.57	454		0	1.42	13,062

Site		D
Lot Area		14160
Building Coverage	Area	7072
	Percentage	0.50
Covered Patios	Area	1420
	Percentage	0.100
Parking, Driveways, uncovered patios	Area	2568.00
	Percentage	0.18
Landscape	Area	3109.00
	Percentage	7070.50
Impervious surface cover	Area	9811.50
	Percentage	0.69



PARKING 44 SPACES
PROVIDING 1 VAN ACCESSIBLE SPACE
ALL PARKING SPACES ARE 9'x18'x0'0"

DEVELOPMENT KEY MAP

Project / Owner:
CHISPA
8-UNIT APARTMENT COMPLEX AT
MILLS RANCH
GARDEN APARTMENTS
KING CITY, CA

THE
PAUL DAVIS
PARTNERSHIP
ARCHITECTS & PLANNERS

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Sheet Title:
"D" SITE PLAN
235 ERMOSA WAY

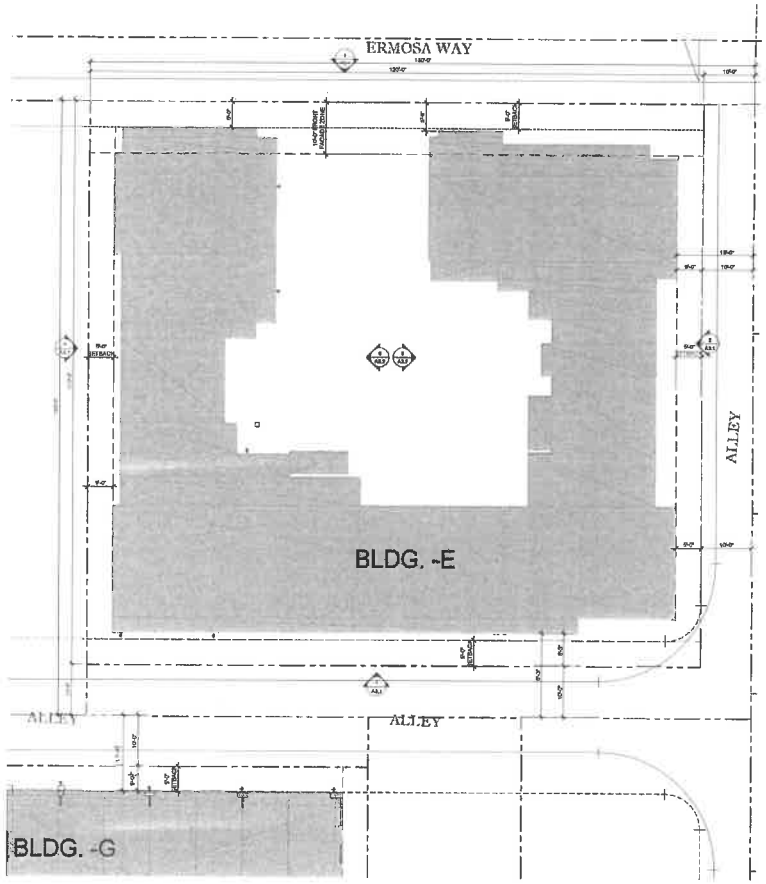
Sheet Number:
A1.2

SHEET NOTES

1. INSERT SHEET NOTES HERE.....
2. INSERT SHEET NOTES HERE.....
3. INSERT SHEET NOTES HERE.....
4. INSERT SHEET NOTES HERE.....
5. INSERT SHEET NOTES HERE.....

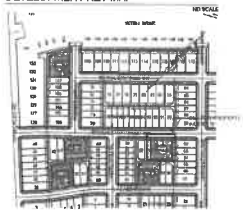
	SQ. APARTMENTS		SQ. GARAGES			SQ. STORAGE AND MECH'L				
Floor	Actual	Allowable	RATIO	Actual	Allowable	RATIO	Actual	Allowable	RATIO	Total of ratios	Total Area
1	5,155	5,574	0.925	3,333	3,360	0.992	434	36,543	0.012	0.93	9,022
2	5,995	5,575	0.075		4,160	0.000		36,543	0.000	0.08	9,155
	11,150	11,150	1.00	3,333		0.07	434		01	1.01	18,057

Site		#
Lot Area		17200
Building Coverage	Area	7008
	Percentage	0.55
Covered Patios	Area	1128
	Percentage	0.002
Parking, Driveways, uncovered patios	Area	2540.00
	Percentage	0.29
Landscape	Area	3823.47
	Percentage	#237.27
Impervious surface coverage	Area	9578.53
	Percentage	0.72



PARKING 18 SPACES
INCLUDING 1 VAN ACCESSIBLE SPACE
ALL PARKING SPACES ARE IN GARAGES

DEVELOPMENT KEY MAP



SITE PLAN (Parcel E)

SCALE 1/8" = 1'-0"

Project / Owner:
CHISPA
8-UNIT APARTMENT COMPLEX AT
MILLS RANCH
GARDEN APARTMENTS
KING CITY, CA

THE
PAUL DAVIS
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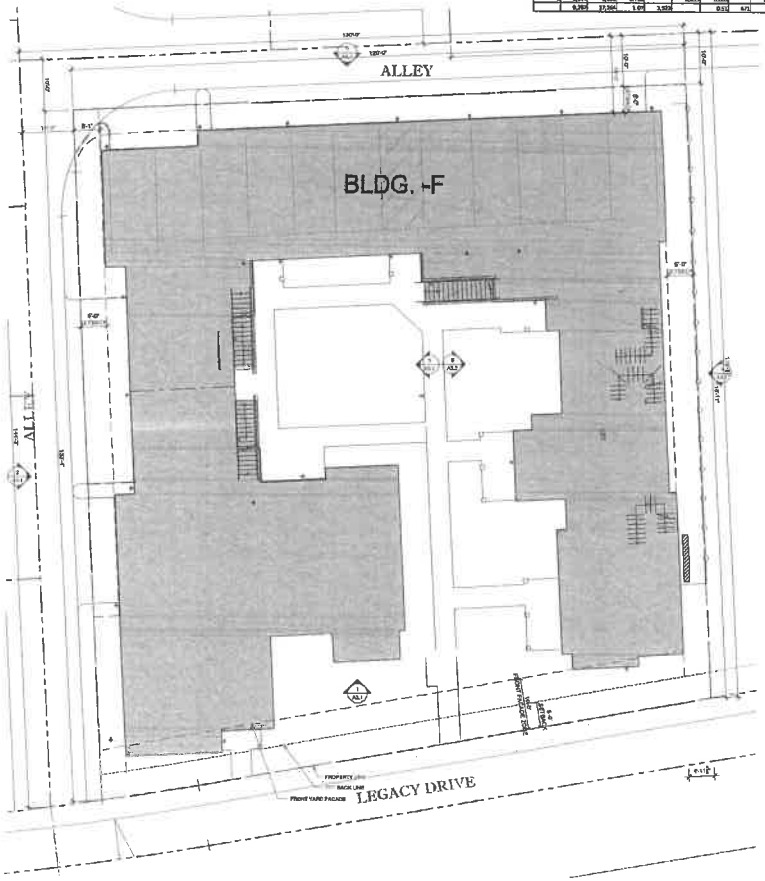
Sheet Title:
SITE PLAN
PARCEL "E"

Sheet Number:

A1.3

	R2			R1			R2			A3			B				
Floor	Actual	Allowable	RATIO	Actual	Allowable	RATIO	Actual	Allowable	RATIO	Actual	Allowable	RATIO	Actual	Allowable	RATIO	Total of ratios	Total Area
1	3,153	8,807	0.37	3,520	8,807	0.51	471	16,800	0.03	756	7,476	0.10	354	13,250	0.03	1.4	7,904
2	8,116	8,632	0.72		8,815	0.00		16,800	0.00		7,476	0.00	0	13,250	0.00	0.72	8,116
	9,269	17,364	1.09	3,520		0.51	471		0	756		0				1.76	14,020

Site		F
Lot Area		15149
Building Coverage	Area	[illegible]
	Percentage	0.54
Concrete Patios	Area	24.00
	Percentage	0.002
Parking, Driveways, Unconvered Utility	Area	2632.00
	Percentage	0.17
Landscape	Area	4250.46
	Percentage	0.25
Impervious Surface Coverage	Area	10792.54
	Percentage	0.71



SITE PLAN (Parcel "F")

SCALE: 1/8" = 1'-0"

SHEET NOTES

1. LANDSCAPING- SEE SITE DEVELOPMENT DRAWINGS
2. 4'-0" MIN WIDE CONC WALK w/ MEDIUM BROOM FINISH. PROVIDE LESS THAN 5% SLOPE w/ MAX 2% CROSS SLOPE & NO HIGHER THAN 2" ABOVE FINISH GRADE
3. UTILITY METERS- SEE SITE DEVELOPMENT DRAWINGS FOR MORE INFORMATION.
4. MAIL BOXES BY OTHERS.

PARKING 16 SPACES.
INCLUDING 1 VAN ACCESSIBLE SPACE
ALL PARKING SPACES ARE IN GARAGES

DEVELOPMENT KEY MAP

Project / Owner:
Contractor/Consultant

CHISPA

8-UNIT APARTMENT COMPLEX AT

MILLS RANCH

GARDEN APARTMENTS
KING CITY, CA

THE
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Sheet Title:
SITE PLAN
PARCEL F

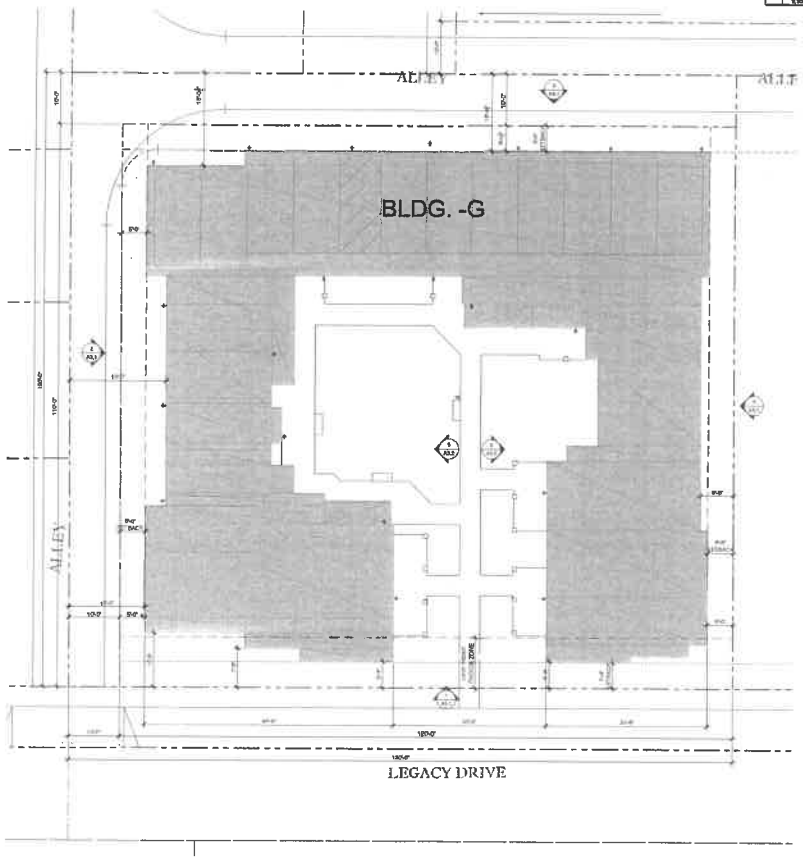
Sheet Number:

A1.4

Project / Owner:
CHISPA
8-UNIT APARTMENT COMPLEX AT
MILLS RANCH
GARDEN APARTMENTS
KING CITY, CA

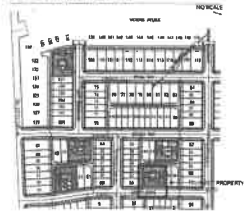
STORAGE AND MECHANICAL

	1Q APARTMENTS			2Q GARAGES			3Q				
Stage	Actual	Allowable	RATIO	Actual	Allowable	RATIO	Actual	Allowable	RATIO	Total of rating	Total Area
1	8,130	8,320	0.262	8,523	8,940	0.535	434	36,540	0.000	0.91	7,085
2	8,995	8,970	0.000		8,740	0.000		36,540	0.000	0.70	5,995
	8,995	17,310	2.06	8,523		0.57	434		0	1.61	13,080



Site		G
Lot Area		1,000
Building Coverage	Area	[illegible]
	Percentage	0.58
Covered Parking	Area	[illegible]
	Percentage	0.002
Parking, Schematics, pavement patios	Area	[illegible]
	Percentage	0.29
Landscape	Area	[illegible]
	Percentage	0.27
Maintenance surface coverage	Area	[illegible]
	Percentage	0.73

DEVELOPMENT KEY MAP



SITE PLAN (Parcel G)

THE
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PARTNERSHIP
ARCHITECTS & PLANNERS

The Paul Davis Partnership, LLP
[illegible]
Monterey, CA [illegible]
[illegible]

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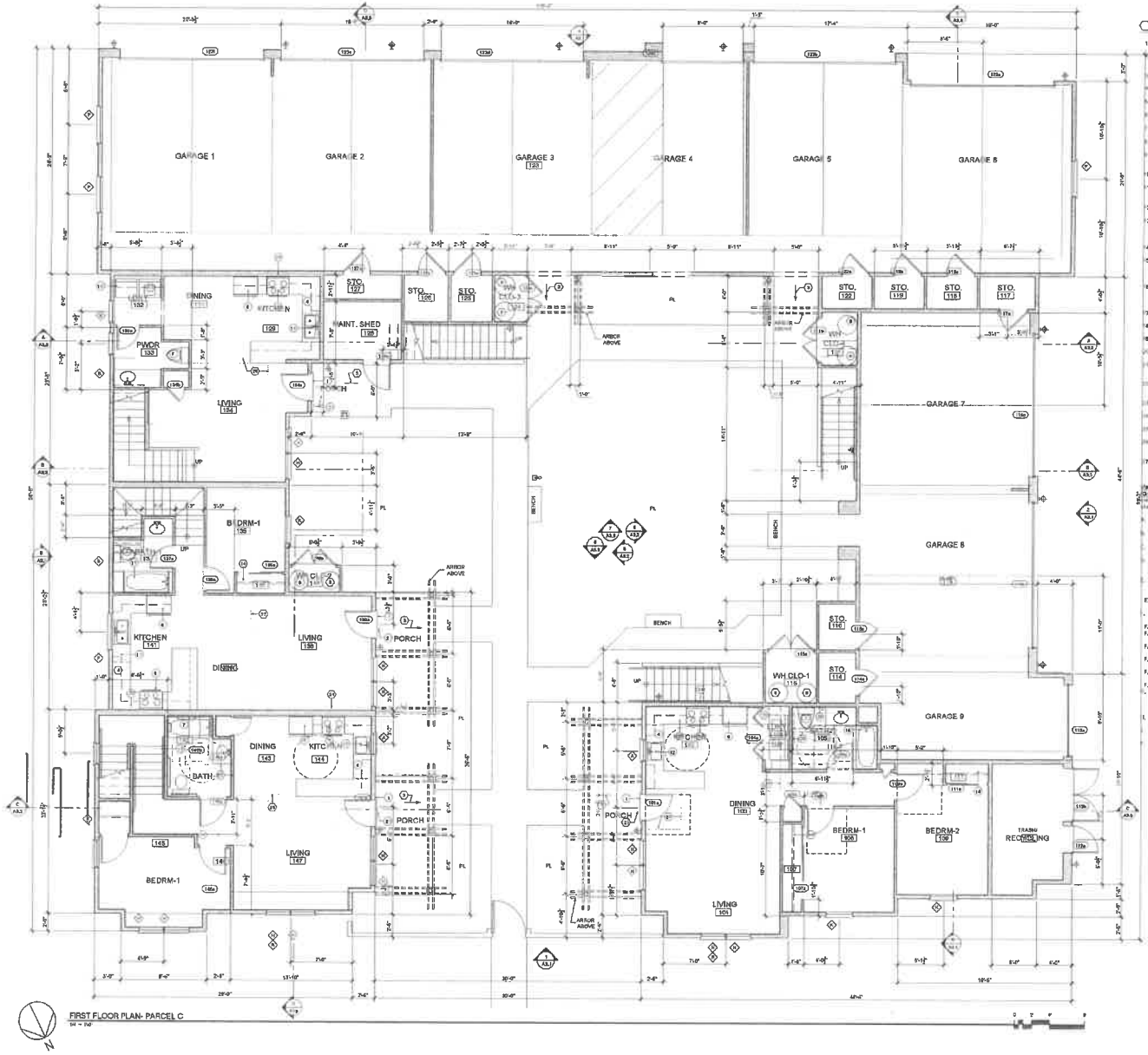
Sheet Title:
SITE PLAN
PARCEL G

Sheet Number:
A1.5



SHEET NOTES

1. 1/2" MAX. LEVEL CHANGE FROM F.F. TO LANDING
2. PROVIDE 20 MIN. FIRE RATED SOLID CORE, TIGHT FITTING, SELF CLOSING DOOR w/ SMOKE SEAL THIS LOCATIONS
3. SLOPE 1/4" PER FT MIN. AWAY FROM STRUCTURE
4. DISHWASHER
5. RANGE w/ HOOD ABOVE
6. 36" WIDE SPACE FOR REFRIGERATOR
7. DUAL FLUSH TOILET
8. WATER HEATER
9. GAS WALL FURNACE (AT 1/2 BR UNITS, OFFSET AT 1st & 2nd FLOOR)
10. VENT DRYER TO EXTERIOR, PROVIDE BACKDRAFT DAMPER
11. PROVIDE RECESSED PLUMBING CONNECTIONS, AT 2nd FLR COND, PROVIDE GALV. SHT MTL PAN w/ DRAIN TO EXTERIOR.
12. SINK w/ LEVER HANDLE FAUCET & GARBAGE DISPOSAL
13. 22"x30" METAL ATTIC ACCESS w/LOCK- PROVIDE OUTLET, SWITCH AND GENERAL FLUORESCENT LIGHT IN ATTIC SPACE
14. 12" DEEP SHELF AND POLE
15. FIBERGLASS TUB/ SHWR UNIT TO +78" ABOVE DRAIN INLET w/ CURTAIN AND ROD SEE DETS. 18/A8.1 @ 2nd FLOOR, TUB.
16. RECESS SLAB TO RECEIVE FIBERGLASS ACCESSIBLE ROLL-IN SHOWER UNIT TO 78" ABOVE DRAIN INLET w/ SHOWER CURTAIN & ROD, SEE DETAILS 6 & 14/A8.2
17. FRAMELESS MIRROR- FULL WIDTH OF BASE CABINET
18. RECESSED MEDICINE CABINET.
19. DOWNSPOUT- TYP.
20. 1" STEP AT SLAB DOWN TO CLOSET SLAB.
21. COORDINATE PATIO SLAB ELEVATION WITH THRESHOLD DETAIL.
22. CABINET SUPPLIER TO PROVIDE FINISHED PANELS TO CEILING FOR EXHAUST FAN DUCTWORK.
23. 15"W BREADBOARD @ ACCESSIBLE UNITS.
24. STOVE HOOD EXHAUST THIS WALL w/ DAMPER & WALL CAP.
25. CARPET/ VINYL TRANSITION STRIP.
26. FUTURE GRAB BAR - PROVIDE BLOCKING IN WALLS PER DETAIL 16/A8.2.
27. 2x6 STUDS @ GAS/ ELEC./ FR. UTILITIES.

Chapter 11A Adaptable Features and Division IV of CBC Chapter 11A

Where no garage is provided, dwelling units (Units) in a non-elevator building shall be adaptable and on an accessible route.

Covered Multifamily dwelling units shall be adaptable and accessible into and throughout the unit (CBC 1102A)

Multi-story dwelling units (townhomes) shall comply with CBC 1102A.5.

Changes in level shall not exceed ½" without the use of a ramp, elevator or special access lift. (CBC 1031.1)

Primary entry and required exit doors. Interior doors and secondary exit doors, landings, thresholds, maneuvering clearances, door hardware and surface finish of doors shall comply with CBC 1102A.

Kitchens: clear floor space, removable base cabinets, countertop space, repositionable countertops, shelving. Kitchen layout controls shall comply with CBC 1102A.

E.1. Accessible range to have controls mounted on front or appliance. Provide switch on base cabinet to control hood light & fan.

Bathing and Toilet Facilities Option II (one bathroom within the dwelling unit) shall comply with Section 1136A. & 1134A.5

F.A. Maneuvering spaces per 1134A.4

F.B. Bathtub's floor space, reinforced wall for grab bars, controls, & maneuvers per 1134A.5

F.B. Shower size, floor space, thresholds, controls, enclosures and maneuvers walls for grab bars per 1134A.6

F.A. Toilets floor space, reinforced walls for grab bars, seat height (18" max) and controls per 1134A.7

F.A. Lavatories location, floor & knee space, finished floor, plumbing protection, controls and mirrors and towel fixtures

F.B. Vanity cabinets per 1134A.8

Laundry rooms, if provided, shall be front loading type or management shall provide accessible devices on request of the occupant to permit the use of top-loading clothes washers. (CBC 1102A)

Electrical receptacle, switch and control heights included per CBC 1102A.

Bathroom/ Toilet Accessories: Comply with CBC Table 11156-1 and 1115B.5.

Mounting Heights: Accessible Fixtures and Controls to comply w/ CBC Table 1115B-1.

WALL LEGEND

2x6 STUDS @16" O.C.
2x4 STUDS @ 16" O.C.

EXTERIOR LIGHTING

SEE A1.2 FOR FIXTURES

WALL MOUNTED FIXTURE
POLE MOUNTED FIXTURE

Project / Owner:
CHISPA
6-UNIT APARTMENT COMPLEX AT
MILLS RANCH
GARDEN APARTMENTS
KING CITY, CA

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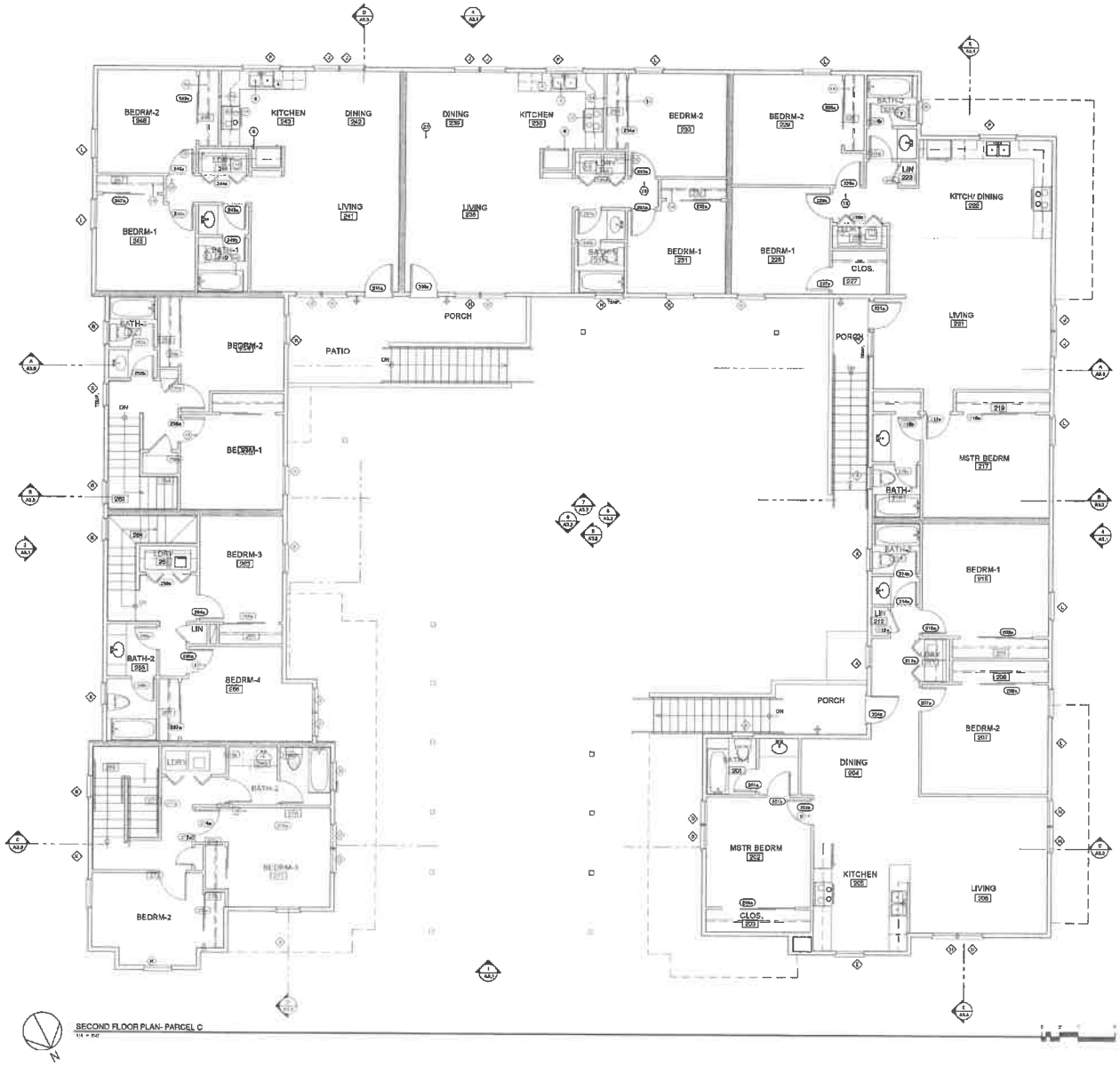
Sheet Title:
1st FLOOR PLAN
Parcel C

Sheet Number:
A2.1 C



SECOND FLOOR PLAN- PARCEL C

SHEET NOTES

1. 15" MAX. LEVEL CHANGE FROM F.F. TO LANDING
2. PROVIDE 20 MIN. FIRE RATED SOLID CORE, TIGHT FITTING, SELF CLOSING DOOR w/ SMOKE SEAL THIS LOCATIONS
3. SLOPE ¼" PER FT MIN. AWAY FROM STRUCTURE
4. DISHWASHER
5. RANGE w/ HOOD ABOVE
6. 36" WIDE SPACE FOR REFRIGERATOR
7. DUAL FLUSH TOILET
8. WATER HEATER
9. GAS WALL FURNACE (AT 1/2 SR UNITS, OFFSET AT 1st & 2nd FLOOR)
10. VENT DRYER TO EXTERIOR. PROVIDE BACKDRAFT DAMPER
11. PROVIDE RECESSED PLUMBING CONNECTIONS. AT 2nd FLR COND, PROVIDE GALV. SHT MTL PAN w/ DRAIN TO EXTERIOR.
12. SINK w/ LEVER HANDLE FAUCET & GARBAGE DISPOSAL
13. 22"x30" METAL ATTIC ACCESS w/ LOCK- PROVIDE OUTLET, SWITCH AND GENERAL FLUORESCENT LIGHT IN ATTIC SPACE
14. 12" DEEP SHELF AND POLE
15. FIBERGLASS TUB/ SHWR UNIT TO +76" ABOVE DRAIN INLET w/ CURTAIN AND ROD SEE DETAIL 16/A9.1 @ 2nd FLOOR. TUB.
16. RECESS SLAB TO RECEIVE FIBERGLASS ACCESS/BLE ROLL-IN SHOWER UNIT TO 72" ABOVE DRAIN INLET w/ SHOWER CURTAIN & ROD, SEE DETAILS 6 & 14/A9.2
17. FRAMELESS MIRROR- FULL WIDTH OF BASE CABINET
18. RECESSED MEDICINE CABINET.
19. DOWNSPOUT- TYP.
20. 1" STEP AT SLAB DOWN TO CLOSET SLAB.
21. COORDINATE PATIO SLAB ELEVATION WITH THRESHOLD DETAIL.
22. CABINET SUPPLIER TO PROVIDE FINISHED PANELS TO CEILING EXHAUST FAN DUCTWORK.
23. 15" W BREADBOARD @ UNIT 37 & 39.
24. STOVE HOOD EXHAUST THIS WALL w/ DAMPER & WALL CAP.
25. CARPET/ VINYL TRANSITION STRIP.
26. FUTURE GRAB BAR - PROVIDE BLOCKING IN WALLS PER DETAIL 16/A9.2
27. 2x6 STUDS @ GAS/ ELEC / FS. UTILITIES.

WALL LEGEND

2x6 STUDS @16" O.C.
2x4 STUDS @ 16" O.C.

Project / Owner:

CHISPA

6-UNIT APARTMENT COMPLEX AT

MILLS RANCH

GARDEN APARTMENTS
KING CITY, CA

THE PAUL DAVIS PARTNERSHIP
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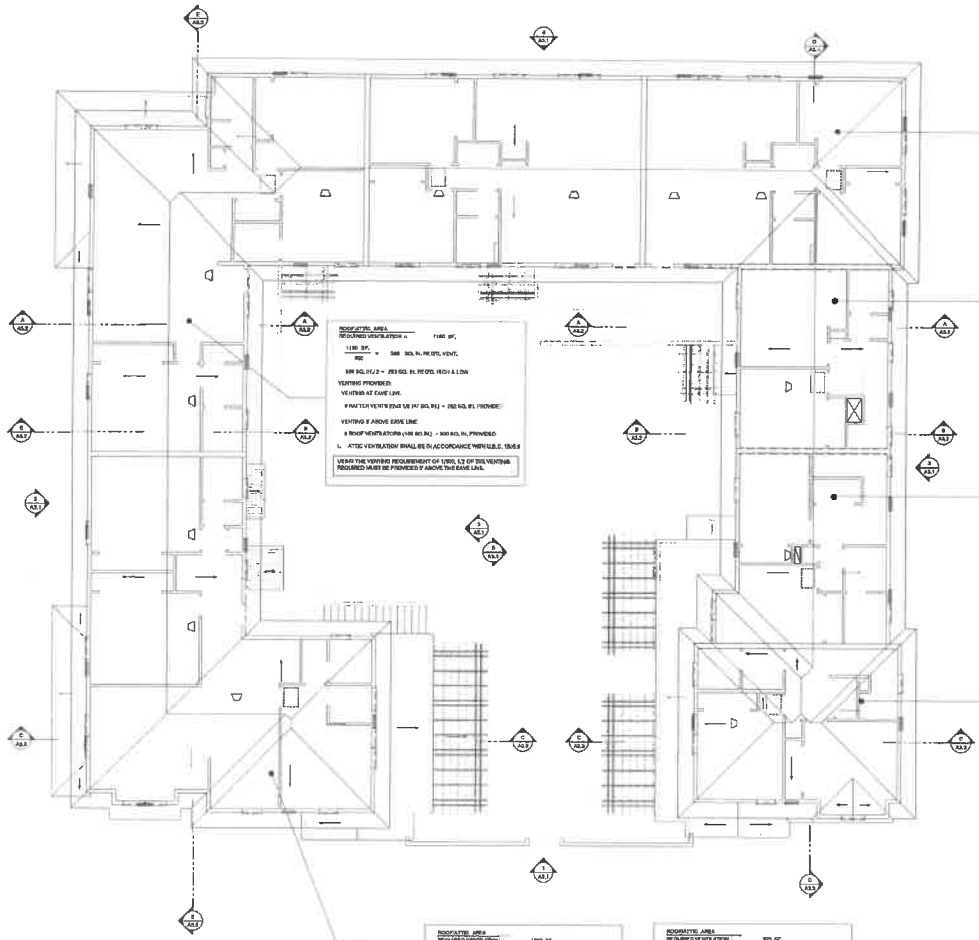
Sheet Title:
2nd FLOOR PLAN
PARCEL C

Sheet Number:

A2.2 C



ROOF/ATTIC AREA
REQUIRED VENTILATION = 1180 SF.
1180 SF. / 300 = 588 SQ. IN. REQ'D. VENT.
588 SQ. IN./2 = 293 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE:
9 RAFTER VENTS 22x9 1/2 (147 SQ. IN.) = 292 SQ. IN. PROVIDED
VENTING @ ABOVE EAVE LINE
6 ROOF VENTILATORS (100 SQ.IN.) = 600 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED @ ABOVE THE EAVE LINE.

ROOF/ATTIC AREA
REQUIRED VENTILATION = 1190 SF.
1190 SF. / 300 = 919 SQ. IN. REQ'D. VENT.
919 SQ. IN./2 = 516 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE:
7 RAFTER VENTS 22x9 1/2 (147 SQ. IN.) 829 SQ. IN. PROVIDED
VENTING @ ABOVE EAVE LINE
4 ROOF VENTILATORS (100 SQ.IN.) = 400 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED @ ABOVE THE EAVE LINE.

ROOF/ATTIC AREA
REQUIRED VENTILATION = 935 SF.
935 SF. / 300 = 601 SQ. IN. REQ'D. VENT.
601 SQ. IN./2 = 301 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
8 RAFTER VENTS 22x9 1/2 (147 SQ. IN.) = 235 SQ. IN. PROVIDED
VENTING @ ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED @ ABOVE THE EAVE LINE.

ROOF/ATTIC AREA
REQUIRED VENTILATION = 822 SF.
822 SF. / 300 = 466 SQ.IN. REQ'D. VENT.
466 SQ. IN./ 2 = 233 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED
VENTING AT EAVE LINE
5 RAFTER VENTS 22x9 1/2 (147 SQ. IN.) = 235 SQ. IN. PROVIDED
VENTING @ ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED @ ABOVE THE EAVE LINE.

ROOF/ATTIC AREA
REQUIRED VENTILATION = 480 SF.
480 SF. / 300 = 231 SQ. IN. REQ'D. VENT.
231 SQ. IN./ 2 = 116 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
6 RAFTER VENTS 22x9 1/2 (147 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING @ ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED @ ABOVE THE EAVE LINE.

ROOF/ATTIC AREA
REQUIRED VENTILATION = 614 SF.
614 SF. / 300 = 247 SQ. IN. REQ'D. VENT.
247 SQ. IN./2 = 124 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED
VENTING AT EAVE LINE
6 RAFTER VENTS 22x9 1/2 (97 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING @ ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED @ ABOVE THE EAVE LINE.

ROOF/ATTIC AREA
REQUIRED VENTILATION = 819 SF.
819 SF. / 300 = 249 SQ. IN. REQ'D. VENT.
249 SQ. IN./ 2 = 135 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED
VENTING AT EAVE LINE
5 RAFTER VENTS 22x9 1/2 (147 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING @ ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED @ ABOVE THE EAVE LINE.

SHEET NOTES

1. WALL LINE BELOW
2. CRICKET- SLOPE MIN. 2% FT. SEE DETAIL
3. UNIT PARTY WALLS- ATTIC SEPARATION- SEE DETAIL
4. ROOF VENTILATORS @ 8'-0 ABOVE EAVE BLKG
5. PROVIDE MIN. 22x30 ACCESS OPENINGS IN UNITS BELOW @ CAL. FRAMS AREAS
6. GALV. SHT MTL CAP

PROJECT NORTH
NORTH

ROOF PLAN PARCEL C

SCALE: 3/16" = 1'-0"

SCALE: 3/16" = 1'-0"

Project / Owner:
CHISPA
84 UNIT APARTMENT COMPLEX AT
MILLS RANCH
GARDEN APARTMENTS
KING CITY, CA

THE
PAUL DAVIS
PARTNERSHIP
ARCHITECTS & PLANNERS
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COMMUNITY DEVELOPMENT DEPT

Drawn By: BRW
Project Number: 1029
Drawing Date: 1/11/11

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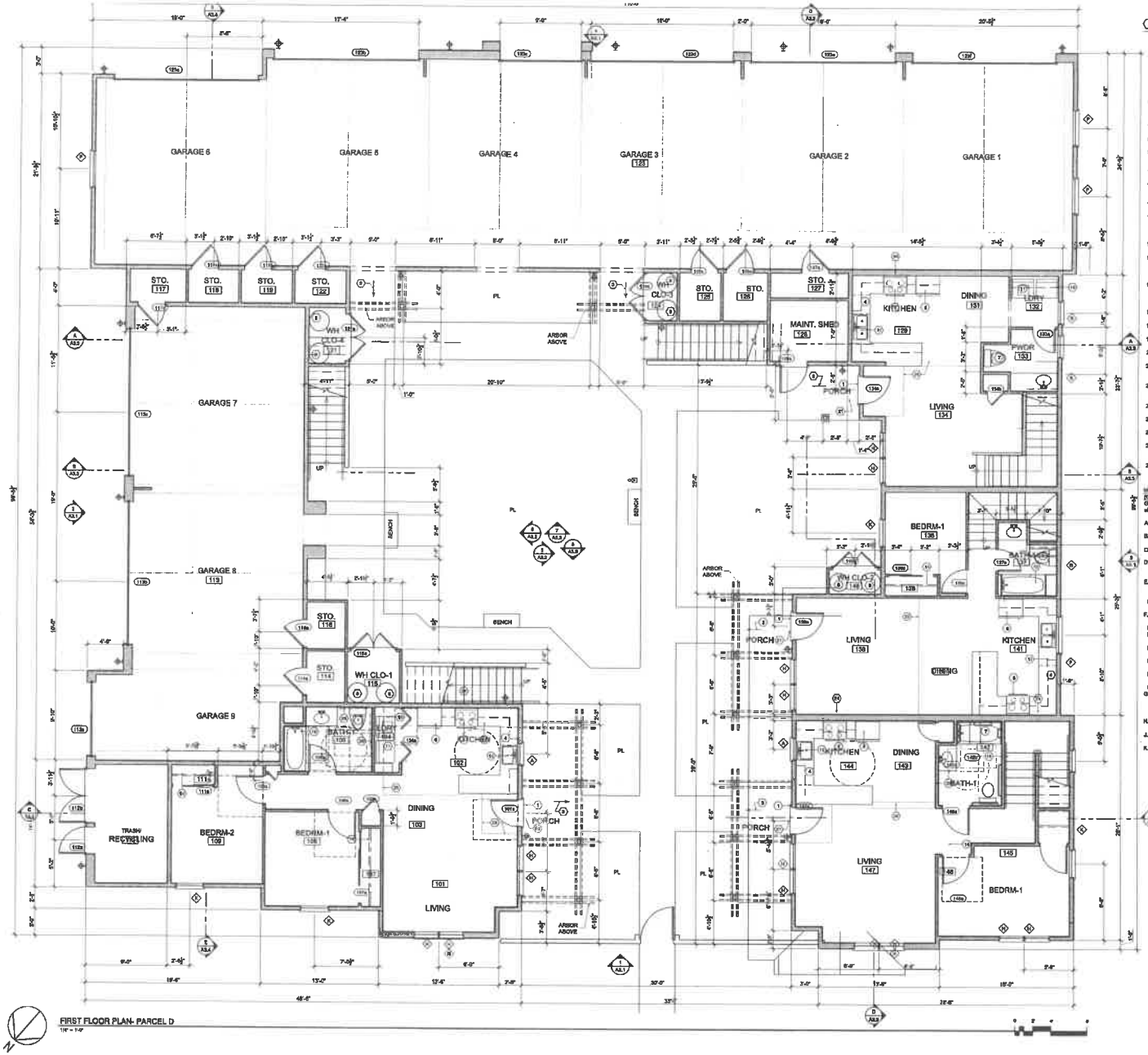
Sheet Title:
ROOF PLAN
PARCEL "C"

Sheet Number:
A2.3C



SHEET NOTES

1. 1/2" MAX. LEVEL CHANGE FROM F.F. TO LANDING
2. PROVIDE 20 MIN. FIRE RATED SOLID CORE, TIGHT FITTING, SELF CLOSING DOOR w/ SMOKE SEAL THIS LOCATIONS
3. SLOPE 1/2" PER FT MIN. AWAY FROM STRUCTURE
4. DISHWASHER
5. RANGE w/ HOOD ABOVE
6. 36" WIDE SPACE FOR REFRIGERATOR
7. DUAL FLUSH TOILET
8. WATER HEATER
9. GAS WALL FURNACE (AT 1/2 BR UNITS. OFFSET AT 1st & 2nd FLOOR)
10. VENT DRYER TO EXTERIOR. PROVIDE BACKDRAFT DAMPER
11. PROVIDE RECESSED PLUMBING CONNECTIONS. AT 2nd FLR COND. PROVIDE GALV. 8HT MTL. PAN w/ DRAIN TO EXTERIOR.
12. SINK w/ LEVER HANDLE FAUCET & GARBAGE DISPOSAL
13. 22"x36" METAL ATTIC ACCESS w/ LOCK- PROVIDE OUTLET, SWITCH AND GENERAL FLUORESCENT LIGHT IN ATTIC SPACE
14. 12" DEEP SHELF AND POLE
15. FIBERGLASS TUB/ SHWR UNIT TO +70" ABOVE DRAIN INLET w/ CURTAIN AND ROD SEE DEATL 18/A9.1 @ 2nd FLOOR. TUS.
16. RECESS SLAB TO RECEIVE FIBERGLASS ACCESSIBLE ROLL-IN SHOWER UNIT TO 70" ABOVE DRAIN INLET w/ SHOWER CURTAIN & ROD. SEE DETAILS 8 & 14/A9.2
17. FRAMELESS MIRROR- FULL WIDTH OF BASE CABINET
18. RECESSED MEDICINE CABINET.
19. DOWNSPOUT- TYP.
20. 1" STEP AT SLAB DOWN TO CLOSET SLAB.
21. COORDINATE PATIO SLAB ELEVATION WITH THRESHOLD DETAIL.
22. CABINET SUPPLIER TO PROVIDE FINISHED PANELS TO CEILING FOR EXHAUST FAN DUCTWORK.
23. 16" W BREADBOARD @ ACCESSIBLE UNITS.
24. STOVE HOOD EXHAUST THRU WALL w/ DAMPER & WALL CAP.
25. CARPET/ VINYL TRANSITION STRIP.
26. FUTURE GRAB BAR - PROVIDE BLOCKING IN WALLS PER DETAIL 16/A9.2.
27. 2x8 STUDS @ GAS/ ELEC./ FS, UTILITIES.

Mandatory Adaptable Features per Division IV of CBC Chapter 11A (Group R Occupancy)

General: All ground-floor dwelling units (flats) in a non-elevator building shall be adaptable and on an accessible route.

A. Covered Multi-family dwelling units shall be adaptable and accessible into and throughout the unit (CBC 1105A)
B. Multi-story dwelling units (townhomes) shall comply with CBC 1105A.5.
C. Changes in level shall not exceed ½" without the use of a ramp, elevator or special access lift. (CBC 1121A)
D. Primary entry and required exit doors, interior doors and secondary exit doors, landings, thresholds, maneuvering clearances, door hardware and surface finish of doors shall comply with CBC 1133A.
E. Kitchens: clear floor space, removable base cabinets, countertop space, repositionable countertops, shelving, kitchen faucet controls shall comply with CBC 1133A.
E.1. Accessible range to have controls mounted on front of appliance. Provide switch on base cabinet to control hood light & fan.
F. Bathing and Toilet Facilities Option 2 one bathroom within the dwelling unit) shall comply with Section 1134A & 1134A.8
F.1. Maneuvering space per 1134A.4
F.2. Bathtubs floor space, reinforced wall for grab bars, controls, & enclosures per 1134A.8
F.3. Shower size, floor space, thresholds, controls, enclosures and reinforced walls for grab bars per 1134A.8
F.4. Toilets floor space, reinforced walls for grab bars, seat height (18" max) and controls per 1134A.7
F.5. Lavatories location, floor & knee space, finished floor, plumbing protection, controls and mirrors and towel bars.
F.6. Vanity cabinets per 1134A.9
G. Laundry rooms, if provided, shall be front loading type or management shall provide assistive devices on request of the occupant to permit the use of top-loading clothes washers, (CBC 1135A)
H. Electrical receptacle, switch and control heights installed per CBC 1136A.
J. Bathroom Toilet Accessories: Comply with CBC Table 11168-1 and 1116B.3.
K. Mounting Heights: Accessible Fixtures and Controls to comply w/ CBC Table 11168-1.

WALL LEGEND

2x6 STUDS @ 16" O.C.
2x4 STUDS @ 16" O.C.

EXTERIOR LIGHTING

SEE A1.2 FOR FIXTURES

WALL MOUNTED FIXTURE

POLE MOUNTED FIXTURE

Project / Owner
CHISPA
6-UNIT APARTMENT COMPLEX AT
MILLS RANCH
GARDEN APARTMENTS
KING CITY, CA

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Drawn By: AP
Project Number: 1029
Drawing Date: 8/23/20

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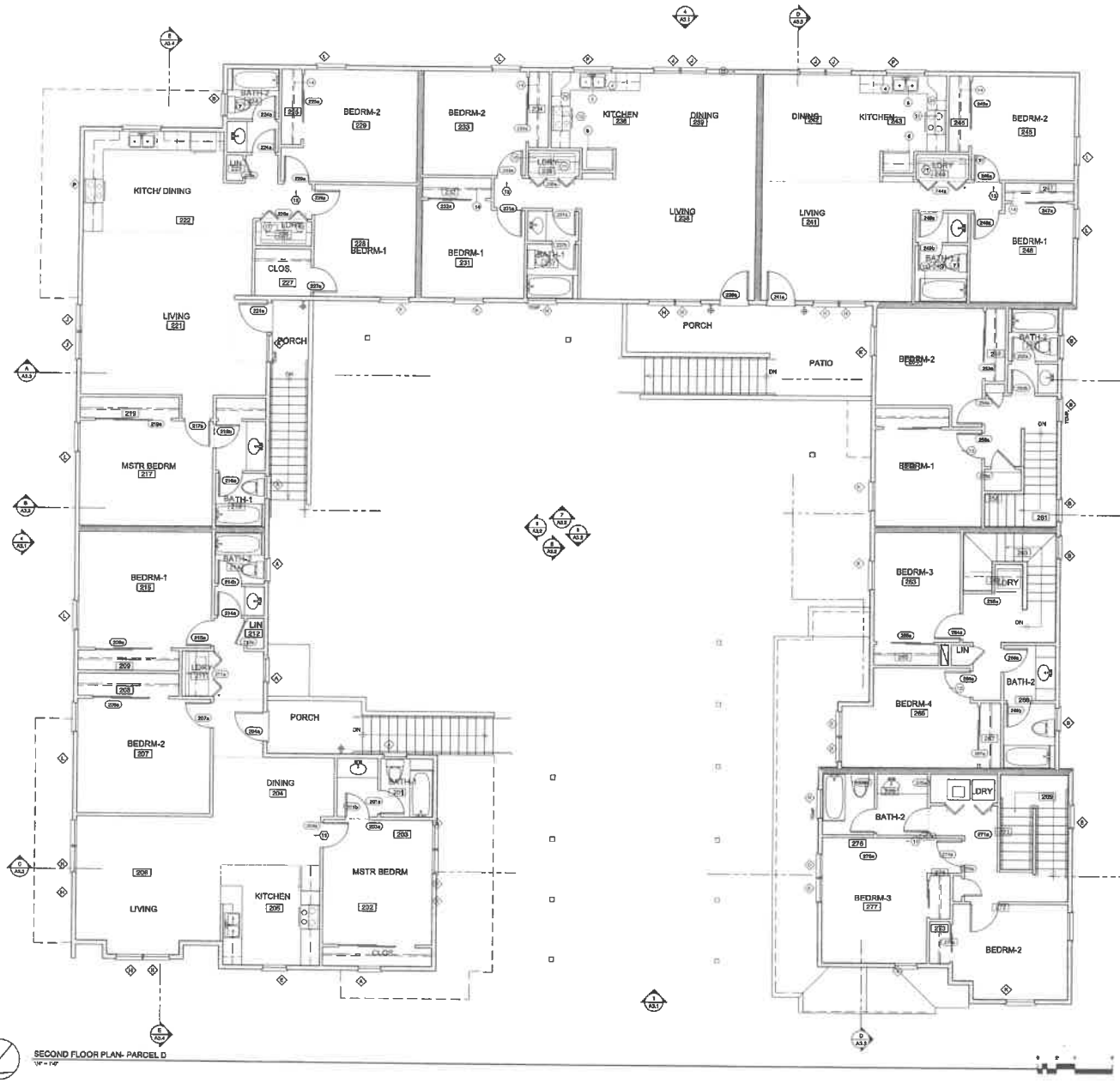
Sheet Title:
1st FLR PLAN
PARCEL D

Sheet Number:
A2.1D



SECOND FLOOR PLAN- PARCEL D

SHEET NOTES

1. ½" MAX. LEVEL CHANGE FROM F.F. TO LANDING
2. PROVIDE 20 MIN. FIRE RATED SOLID CORE, TIGHT FITTING, SELF CLOSING DOOR w/ SMOKE SEAL THIS LOCATIONS
3. SLOPE ¼" PER FT MIN. AWAY FROM STRUCTURE
4. DISHWASHER
5. RANGE w/ HOOD ABOVE
6. 36" WIDE SPACE FOR REFRIGERATOR
7. DUAL FLUSH TOILET
8. WATER HEATER
9. GAS WALL FURNACE (AT 1/2 BR UNITS, OFFSET AT 1st & 2nd FLOOR)
10. VENT DRYER TO EXTERIOR. PROVIDE BACKDRAFT DAMPER
11. PROVIDE RECESSED PLUMBING CONNECTIONS. AT 2nd FLR COND. PROVIDE GALV. SHT MTL PAN w/ DRAIN TO EXTERIOR.
12. SINK w/ LEVER HANDLE FAUCET & GARBAGE DISPOSAL
13. 22"x30" METAL ATTIC ACCESS w/ LOCK- PROVIDE OUTLET, SWITCH AND GENERAL FLUORESCENT LIGHT IN ATTIC SPACE
14. 12" DEEP SHELF AND POLE
15. FIBERGLASS TUB/ SHWR UNIT TO +76" ABOVE DRAIN INLET w/ CURTAIN AND ROD SEE DETAIL 18/A9.1 @ 2nd FLOOR. TUB.
16. RECESS SLAB TO RECEIVE FIBERGLASS ACCESSIBLE ROLL-IN SHOWER UNIT TO 76" ABOVE DRAIN INLET w/ SHOWER CURTAIN & ROD, SEE DETAILS 6 & 14/A9.2
17. FRAMELESS MIRROR- FULL WIDTH OF BASE CABINET
18. RECESSED MEDICINE CABINET.
19. DOWNSPOUT- TYP.
20. 1" STEP AT SLAB DOWN TO CLOSET SLAB.
21. COORDINATE PATIO SLAB ELEVATION WITH THRESHOLD DETAIL.
22. CABINET SUPPLIER TO PROVIDE FINISHED PANELS TO CEILING FOR EXHAUST FAN DUCTWORK.
23. 15" W BREADBOARD @ UNIT 37 & 38.
24. STOVE HOOD EXHAUST THIS WALL w/ DAMPER & WALL CAP.
25. CARPET/ VINYL TRANSITION STRIP.
26. FUTURE GRAB BAR - PROVIDE BLOCKING IN WALLS PER DETAIL 18/A9.2
27. 2x6 STUDS @ GAS/ ELEC/ FIL UTILITIES.

WALL LEGEND

2x6 STUDS @16" O.C.
2x4 STUDS @ 16" O.C.

Project / Owner:
Community Housing Improvement Systems and Planning Association

CHISPA

6-UNIT APARTMENT COMPLEX AT

MILLS RANCH

GARDEN APARTMENTS
KING CITY, CA

THE PAUL DAVIS PARTNERSHIP
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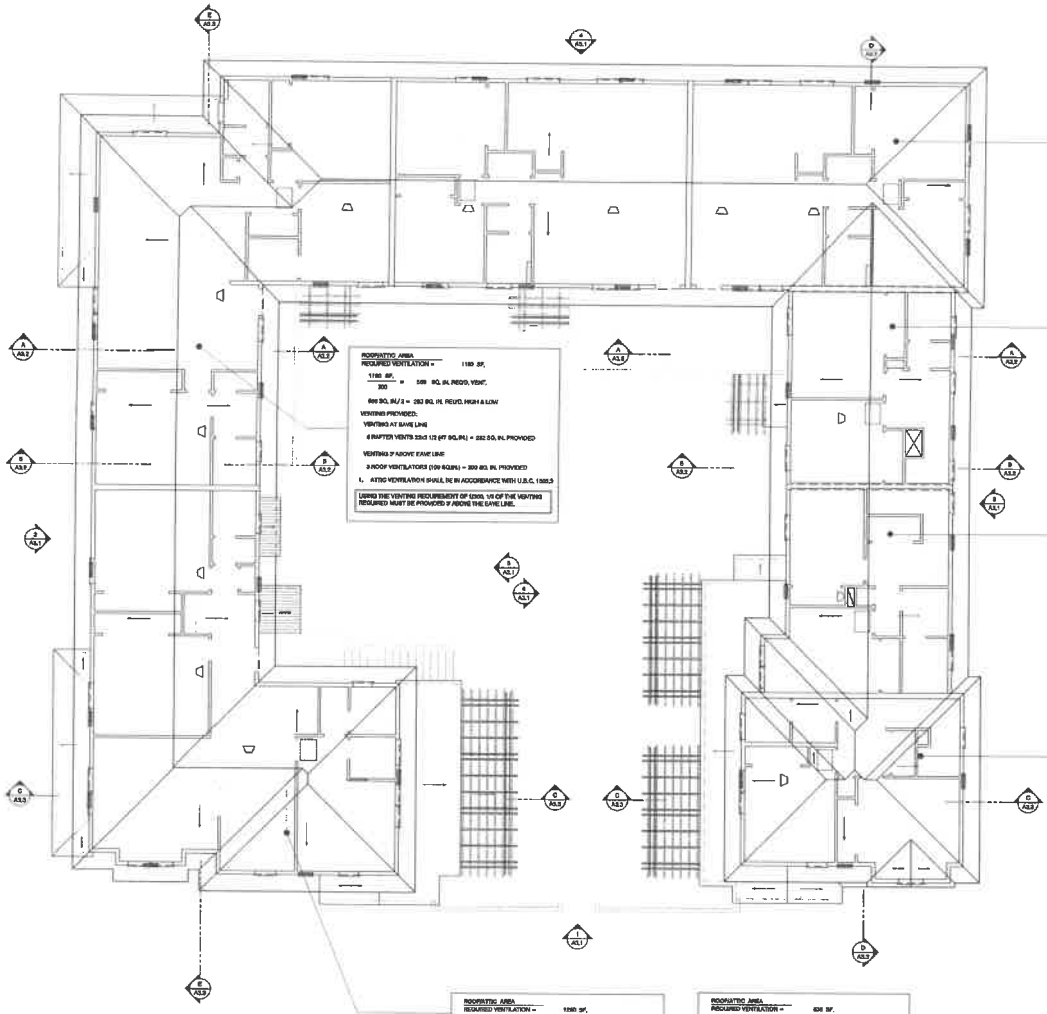
Sheet Title:
2nd FLOOR PLAN
PARCEL D

Sheet Number:

A2.2D



ROOFATTIC AREA
REQUIRED VENTILATION = 1180 SF.
1180 SF. / 300 = 589 SQ. IN. REQ'D. VENT.
589 SQ. IN./ 2 = 295 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
6 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 282 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
3 ROOF VENTILATORS (100 SQ.IN.) = 300 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFATTIC AREA
REQUIRED VENTILATION = 1260 SF.
1260 SF. / 300 = 630 SQ. IN. REQ'D. VENT.
619 SQ. IN./ 2 = 310 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
7 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 329 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
4 ROOF VENTILATORS (100 SQ.IN.) = 400 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFATTIC AREA
REQUIRED VENTILATION = 626 SF.
626 SF. / 300 = 421 SQ. IN. REQ'D. VENT.
401 SQ. IN./ 2 = 201 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
6 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 235 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFATTIC AREA
REQUIRED VENTILATION = 926 SF.
852 SF. / 300 = 309 SQ. IN. REQ'D. VENT.
409 SQ. IN./ 2 = 205 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
6 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 235 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFATTIC AREA
REQUIRED VENTILATION = 480 SF.
480 SF. / 300 = 321 SQ. IN. REQ'D. VENT.
231 SQ. IN./ 2 = 116 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
3 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFATTIC AREA
REQUIRED VENTILATION = 514 SF.
514 SF. / 300 = 247 SQ. IN. REQ'D. VENT.
247 SQ. IN./ 2 = 124 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
3 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFATTIC AREA
REQUIRED VENTILATION = 519 SF.
519 SF. / 300 = 249 SQ. IN. REQ'D. VENT.
249 SQ. IN./ 2 = 125 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
3 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

SHEET NOTES

1. WALL LINE BELOW
2. CRICKET- SLOPE MIN ¼" PER FT. SEE DETAIL
3. UNIT PARTY WALLS- ATTIC SEPARATION- SEE DETAIL
4. ROOF VENTILATOR @ 3'-0" ABOVE EAVE SLOT
5. PROVIDE MIN. 22x36 ACCESS OPENINGS IN SHTG BELOW @ GAL. FRAMG AREAS
6. GALV. SHT MTL CAP

ROOF PLAN PARCEL D

SCALE: 3/16" = 1'-0"

0 4 8 16

SCALE: 3/16" = 1'-0"

Project / Owner:
Community Housing Improvement Systems and Planning Association

CHISPA

8-UNIT APARTMENT COMPLEX AT

MILLS RANCH

GARDEN APARTMENTS
KING CITY, CA

THE PAUL DAVIS PARTNERSHIP
ARCHITECTS & PLANNERS

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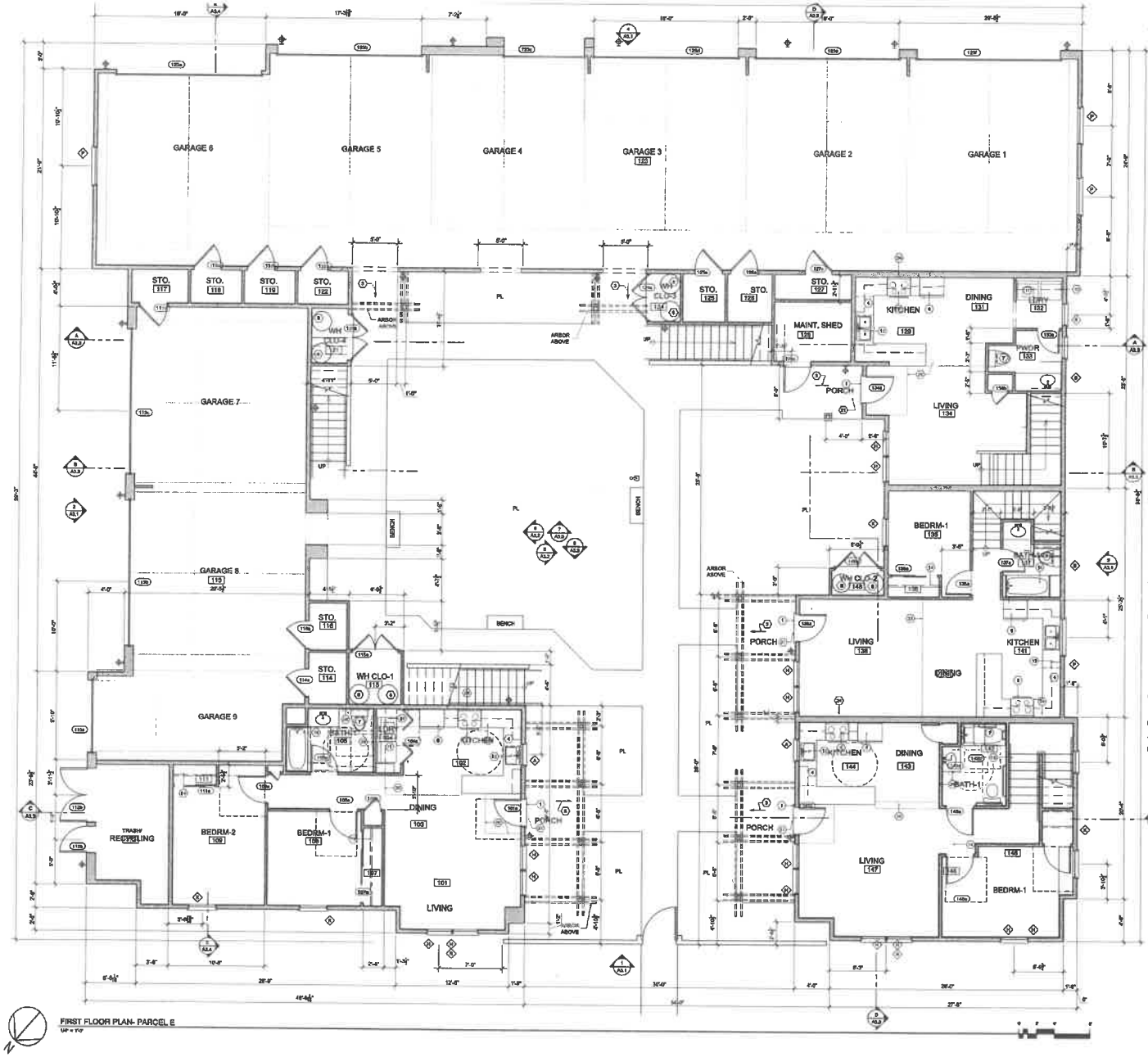
Sheet Title:
ROOF PLAN
PARCEL D

Sheet Number:

A2.3D



FIRST FLOOR PLAN- PARCEL E

1/8" = 1'-0"

SHEET NOTES

1. 1/2" MAX. LEVEL CHANGE FROM F.F. TO LANDING
2. PROVIDE 20 MIN. FIRE RATED SOLID CORE, TIGHT FITTING, SELF CLOSING DOOR w/ SMOKE SEAL. THIS LOCATIONS
3. SLOPE 1/4" PER FT MIN. AWAY FROM STRUCTURE
4. DISHWASHER
5. RANGE w/ HOOD ABOVE
6. 36" WIDE SPACE FOR REFRIGERATOR
7. DUAL FLUSH TOILET
8. WATER HEATER
9. GAS WALL FURNACE (AT 1/2 BR UNITS, OFFSET AT 1st & 2nd FLOOR)
10. VENT DRYER TO EXTERIOR. PROVIDE BACKDRAFT DAMPER
11. PROVIDE RECESSED PLUMBING CONNECTIONS. AT 2nd FLR COND. PROVIDE GALV. SHT MTL PAN w/ DRAIN TO EXTERIOR.
12. SINK w/ LEVER HANDLE FAUCET & GARBAGE DISPOSAL
13. 22"x30" METAL ATTIC ACCESS w/ LOCK- PROVIDE OUTLET, SWITCH AND GENERAL FLUORESCENT LIGHT IN ATTIC SPACE
14. 12" DEEP SHELF AND POLE
15. FIBERGLASS TUB/ SHWR UNIT TO +70" ABOVE DRAIN INLET w/ CURTAIN AND ROD SEE DETS. 16/A5.1 @ 2nd FLOOR TUB.
16. RECESS SLAB TO RECEIVE FIBERGLASS ACCESSIBLE ROLL-IN SHOWER UNIT TO 70" ABOVE DRAIN INLET w/ SHOWER CURTAIN & ROD. SEE DETAILS 8 & 16/A9.2
17. FRAMELESS MIRROR- FULL WIDTH OF BASE CABINET
18. RECESSED MEDICINE CABINET.
19. DOWNSPOUT. TYP.
20. 1" STEP AT SLAB DOWN TO CLOSET SLAB.
21. COORDINATE PATIO SLAB ELEVATION WITH THRESHOLD DETAIL.
22. CABINET SUPPLIER TO PROVIDE FINISHED PANELS TO CEILING FOR EXHAUST FAN DUCTWORK.
23. 16" W BREADBOARD @ ACCESSIBLE UNITS.
24. STOVE HOOD EXHAUST THRU WALL w/ DAMPER & WALL CAP.
25. CARPET/ VINYL TRANSITION STRIP.
26. FUTURE GRAB BAR - PROVIDE BLOCKING IN WALLS PER DETAIL 16/A9.2.
27. 2x6 STUDS @ GAS/ ELEC./FS. UTILITIES.

Mandatory Adaptable Features per Division IV of CBC Chapter 11A
Group R Occupancy
General: All ground-floor dwelling units (flats) in a non-elevator building shall be adaptable and on an accessible route.

A. Covered Multi-family dwelling units shall be acceptable and accessible into and throughout the unit (CBC 1102A)
B. Multi-story dwelling units (townhomes) shall comply with CBC 1102A.5.
C. Change in level shall not exceed 1/2" without the use of a ramp, elevator or special access lift. (CBC 1121A)
D. Primary entry and required exit doors, interior doors and secondary exit doors, landings, thresholds, maneuvering clearances, door hardware and surface finish of doors shall comply with CBC 1102A.
E. Kitchens: clear floor space, removable base cabinets, countertop space, reposit/lonable countertops, shelving, kitchen faucet controls shall comply with CBC 1133A.
E.1. Accessible range to have controls mounted on front of appliance. Provide switch on base cabinet to control hood light & fan.
F. Bathing and Toilet Facilities Option 2 (one bathroom within the dwelling unit) shall comply with Section 1134A & 1134A.6
F.1. Maneuvering space per 1134A.4
F.2. Bathtubs floor space, reinforced wall for grab bars, controls, & enclosures per 1134A.5
F.3. Shower stall: floor space, threshold, controls, enclosures and reinforced walls for grab bars per 1134A.6
F.4. Toilet: floor space, reinforced walls for grab bars, seat height (15" min) and controls per 1134A.7
F.5. Lavatories location, floor & knee space, finished floor, plumbing protection, controls and mirrors and towel fixtures
F.6. Vanity cabinets per 1134A.8
G. Laundry rooms. If provided, shall be front loading type or management shall provide assistive devices on request of the occupant to permit the use of top-loading clothes washers. (CBC 1134A)
H. Electrical receptacle, switch and control heights installed per CBC 1134A.
J. Bathroom/ Toilet Accessories: Comply with CBC Table 11134-1 and 1115B.5.
K. Mounting Heights: Accessible Fixtures and Controls to comply w/ CBC Table 1115B-1.

WALL LEGEND

2x6 STUDS @16" O.C.
2x4 STUDS @ 16" O.C.

EXTERIOR LIGHTING

SEE A1.3 FOR FIXTURES

WALL MOUNTED FIXTURE

POLE MOUNTED FIXTURE

Project / Owner:
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Drawn By: AP
Project Number: 1023
Drawing Date: 6/22/20

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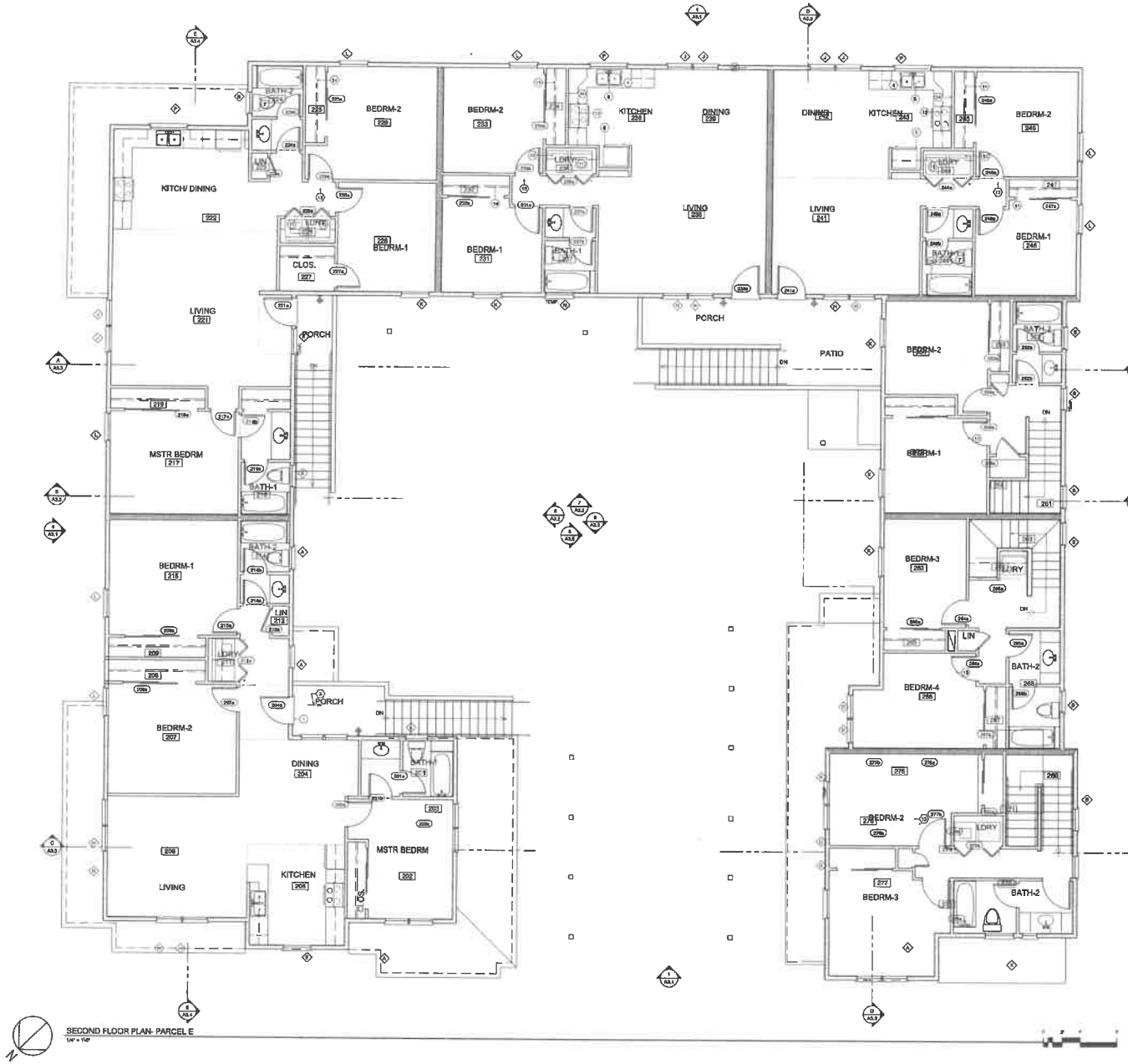
Sheet Title:
1st FLR PLAN
PARCEL E

Sheet Number:
A2.1E



SECOND FLOOR PLAN- PARCEL E

SHEET NOTES

1. ½" MAX. LEVEL CHANGE FROM F.F. TO LANDING
2. PROVIDE 20 MIN. FIRE RATED SOLID CORE, TIGHT FITTING, SELF CLOSING DOOR w/ SMOKE SEAL THIS LOCATIONS
3. SLOPE ¼" PER FT MIN. AWAY FROM STRUCTURE
4. DISHWASHER
5. RANGE w/ HOOD ABOVE
6. 36" WIDE SPACE FOR REFRIGERATOR
7. DUAL FLUSH TOILET
8. WATER HEATER
9. GAS WALL FURNACE (AT 1/2 BR UNITS, OFFSET AT 1st & 2nd FLOOR)
10. VENT DRYER TO EXTERIOR. PROVIDE BACKDRAFT DAMPER
11. PROVIDE RECESSED PLUMBING CONNECTIONS. AT 2nd FLR COND. PROVIDE GALV. SHT MTL PAN w/ DRAIN TO EXTERIOR.
12. SINK w/ LEVER HANDLE FAUCET & GARBAGE DISPOSAL
13. 22"x30" METAL ATTIC ACCESS w/ LOCK- PROVIDE OUTLET, SWITCH AND GENERAL FLUORESCENT LIGHT IN ATTIC SPACE
14. 12" DEEP SHELF AND POLE
15. FIBERGLASS TUB/ SHWR UNIT TO +70" ABOVE DRAIN INLET w/ CURTAIN AND ROD SEE DEATIL 10/A9.1 @ 2nd FLOOR, TUB.
16. RECESS SLAB TO RECEIVE FIBERGLASS ACCESSIBLE ROLL-IN SHOWER UNIT TO 70" ABOVE DRAIN INLET w/ SHOWER CURTAIN & ROD, SEE DETAILS 9 & 14/A8.2
17. FRAMELESS MIRROR- FULL WIDTH OF BASE CABINET
18. RECESSED MEDICINE CABINET.
19. DOWNSPOUT- TYP.
20. 1" STEP AT SLAB DOWN TO CLOSET SLAB.
21. COORDINATE PATIO SLAB ELEVATION WITH THRESHOLD DETAIL.
22. CABINET SUPPLIER TO PROVIDE FINISHED PANELS TO CEILING FOR EXHAUST FAN DUCTWORK.
23. 18" W BREADBOARD @ UNIT 37 & 39.
24. STOVE HOOD EXHAUST THIS WALL w/ DAMPER & WALL CAP.
25. CARPET/ VINYL TRANSITION STRIP.
26. FUTURE GRAB BAR - PROVIDE BLOCKING IN WALLS PER DETAIL 16/A8.2
27. 2x6 STUDS @ GAS/ ELEC./ FS. UTILITIES.

WALL LEGEND

2x6 STUDS @16" O.C.
2x4 STUDS @ 16" O.C.

Project / Owner
Community Housing Improvement Systems and Planning Association

CHISPA

8-UNIT APARTMENT COMPLEX AT

MILLS RANCH

GARDEN APARTMENTS
KING CITY, CA

THE PAUL DAVIS PARTNERSHIP
ARCHITECTS & PLANNERS

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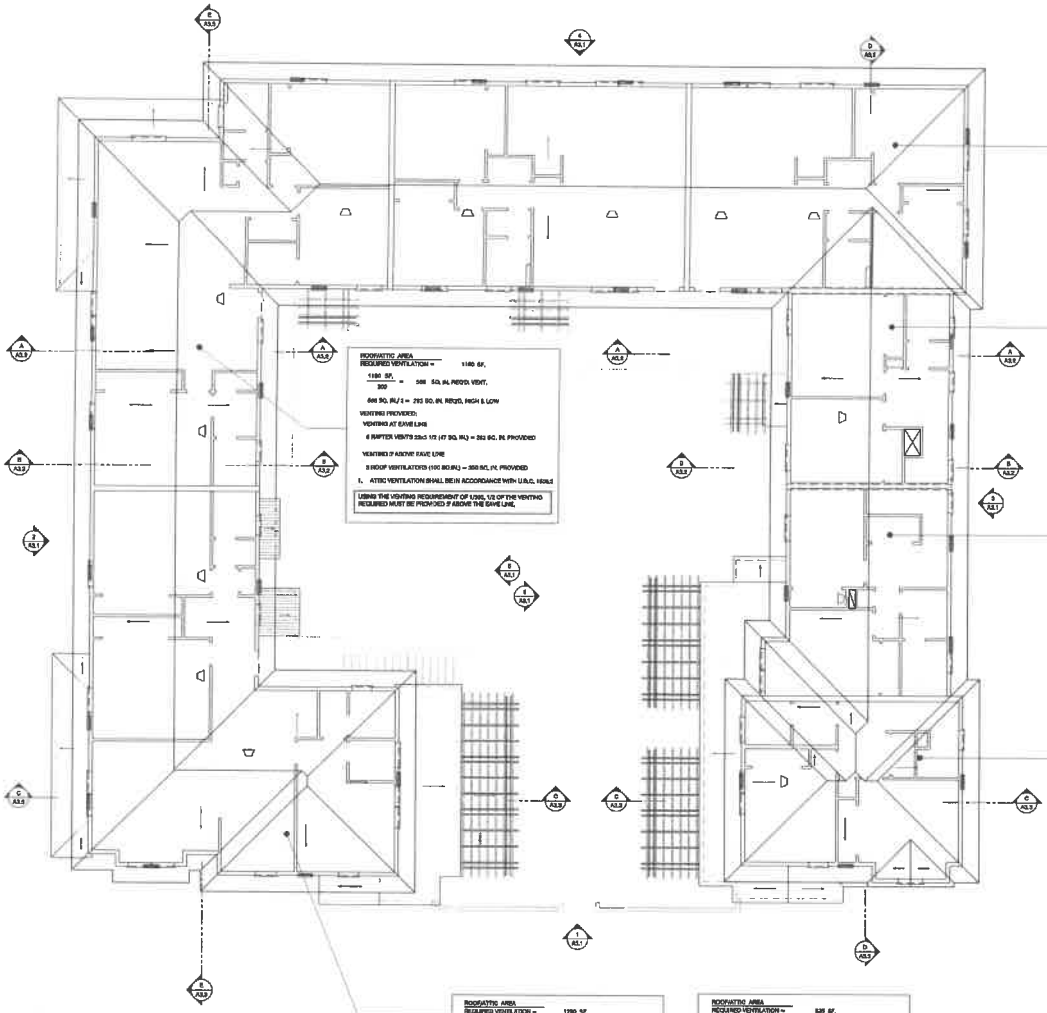
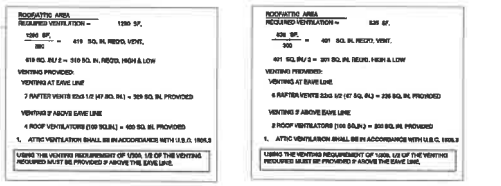
Sheet Title:
2nd FLOOR PLAN
PARCEL E

Sheet Number:

A2.2E



ROOF PLAN PARCEL E
SCALE: 3/16" = 1'-0"



SCALE: 3/16" = 1'-0"

ROOF/ATTIC AREA
REQUIRED VENTILATION = 1160 SF.
1160 SF. / 300 = 586 SQ. IN. REQ'D. VENT.
586 SQ. IN./ 2 = 293 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
6 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 282 SQ. IN. PROVIDED
VENTING 9' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 9' ABOVE THE EAVE LINE.

ROOF/ATTIC AREA
REQUIRED VENTILATION = 1280 SF.
1280 SF. / 300 = 419 SQ. IN. REQ'D. VENT.
419 SQ. IN./ 2 = 210 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
7 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 329 SQ. IN. PROVIDED
VENTING 9' ABOVE EAVE LINE
4 ROOF VENTILATORS (100 SQ.IN.) = 400 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 9' ABOVE THE EAVE LINE.

ROOF/ATTIC AREA
REQUIRED VENTILATION = 826 SF.
826 SF. / 300 = 401 SQ. IN. REQ'D. VENT.
401 SQ. IN./ 2 = 201 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
6 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 226 SQ. IN. PROVIDED
VENTING 9' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 9' ABOVE THE EAVE LINE.

ROOF/ATTIC AREA
REQUIRED VENTILATION = 632 SF.
632 SF. / 300 = 600 SQ. IN. REQ'D. VENT.
600 SQ. IN./ 2 = 300 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
6 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 235 SQ. IN. PROVIDED
VENTING 9' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 9' ABOVE THE EAVE LINE.

ROOF/ATTIC AREA
REQUIRED VENTILATION = 460 SF.
461 SF. / 300 = 231 SQ. IN. REQ'D. VENT.
231 SQ. IN./ 2 = 116 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
3 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING 9' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED*
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 9' ABOVE THE EAVE LINE.

ROOF/ATTIC AREA
REQUIRED VENTILATION = 854 SF.
874 SF. / 300 = 847 SQ. IN. REQ'D. VENT.
247 SQ. IN./ 2 = 124 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
3 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING 9' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 9' ABOVE THE EAVE LINE.

ROOF/ATTIC AREA
REQUIRED VENTILATION = 518 SF.
518 SF. / 300 = 249 SQ. IN. REQ'D. VENT.
249 SQ. IN./ 2 = 125 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
5 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING 9' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 9' ABOVE THE EAVE LINE.

SHEET NOTES

1. WALL LINE BELOW
2. CRICKET- SLOPE MIN ¼" PER FT. SEE DETAIL
3. UNIT PARTY WALLS- ATTIC SEPARATION- SEE DETAIL
4. ROOF VENTILATOR @ 3'-0" ABOVE EAVE BUILT
5. PROVIDE MIN. 22x30 ACCESS OPENINGS IN SHTG BELOW @ CAL. FRAMG AREAS
6. GALV. SHT. MTL CAP

Project / Owner
Community Housing Improvement Systems and Planning Association
CHISPA
6-UNIT APARTMENT COMPLEX AT
MILLS RANCH
GARDEN APARTMENTS
KING CITY, CA

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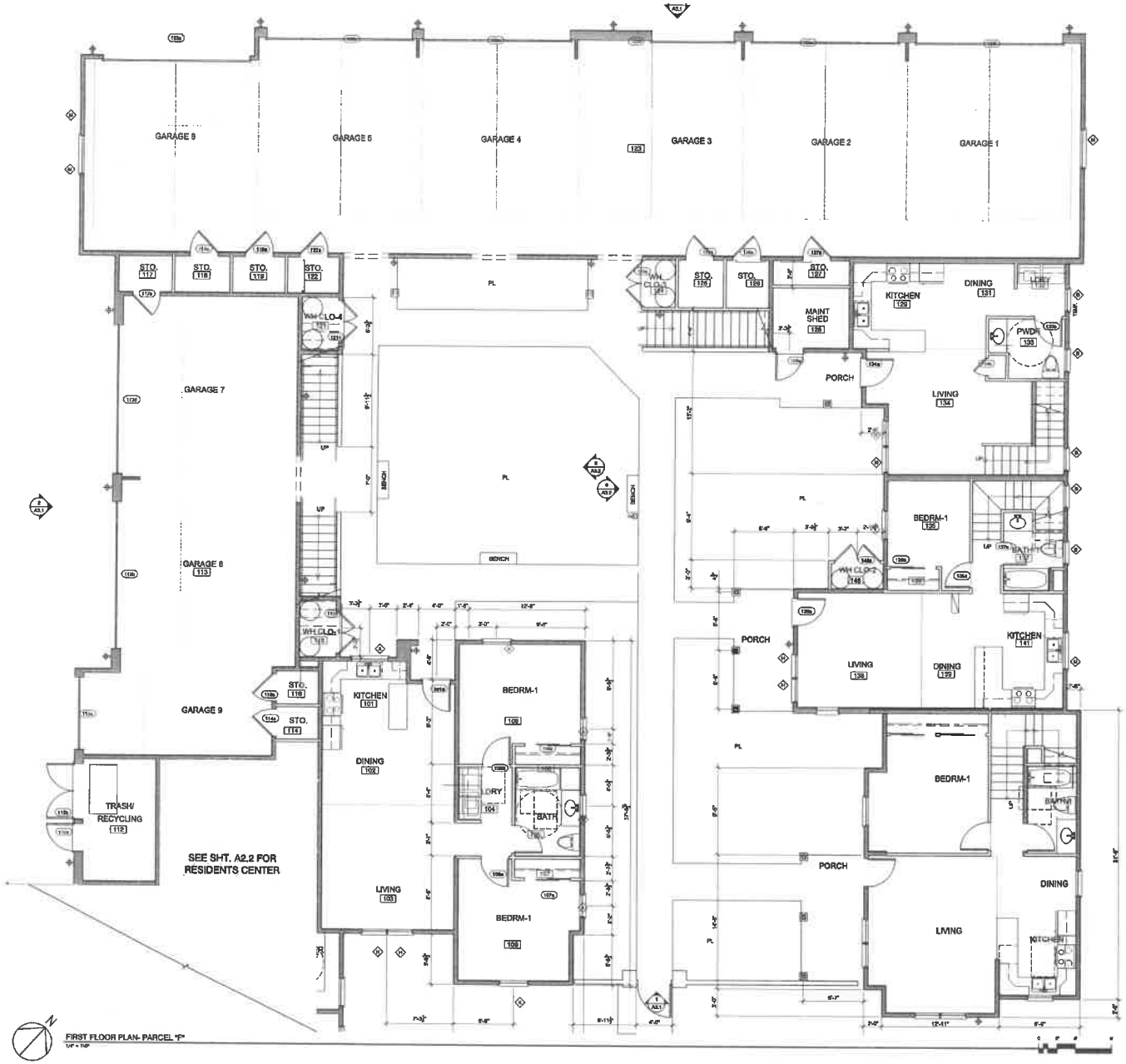
Sheet Title
ROOF PLAN PARCEL E

Sheet Number
A2.3E



WALL LEGEND

2x6 STUDS @16" O.C.
2x4 STUDS @ 16" O.C.

EXTERIOR LIGHTING
SEE A1.2 FOR FIXTURES

WALL MOUNTED FIXTURE

POLE MOUNTED FIXTURE

Project / Owner
Sponsored by Planning Environment Systems and Planning Association

CHISPA

8-UNIT APARTMENT COMPLEX AT
MILLS RANCH
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KING CITY, CA

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Sheet Title:
FIRST FLOOR PLAN PARCEL F

Sheet Number:

A2.1F

Project / Owner:
Community Housing Improvement Systems and Planning Association

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8 UNIT APARTMENT COMPLEX AT

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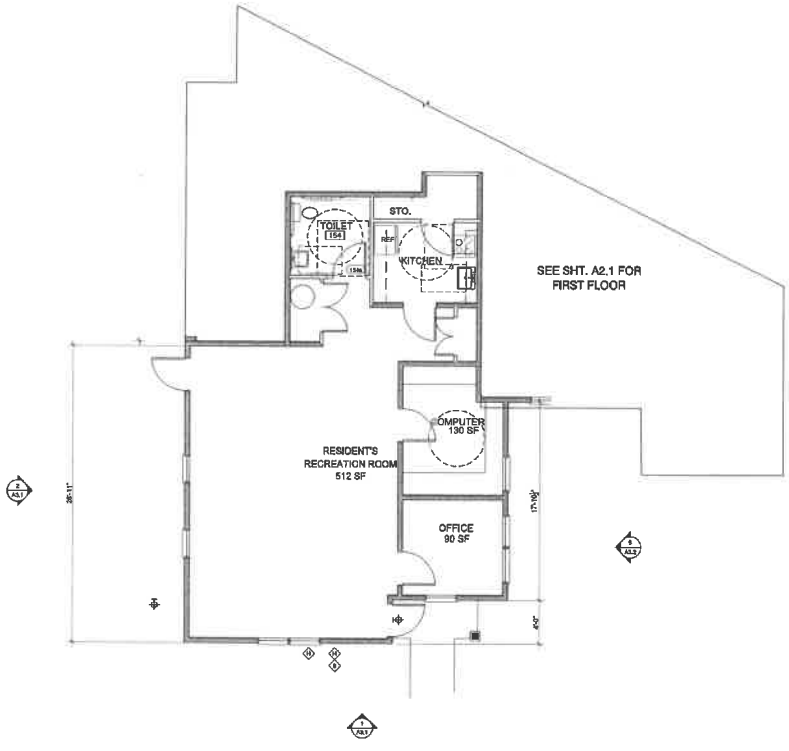

FIRST FLOOR PLAN- PARCEL "F"
1/4" = 1'-0"

WALL LEGEND

2x6 STUDS @16" O.C.
2x4 STUDS @ 16" O.C.

EXTERIOR LIGHTING
SEE A1.2 FOR FIXTURES

WALL MOUNTED FIXTURE

POLE MOUNTED FIXTURE

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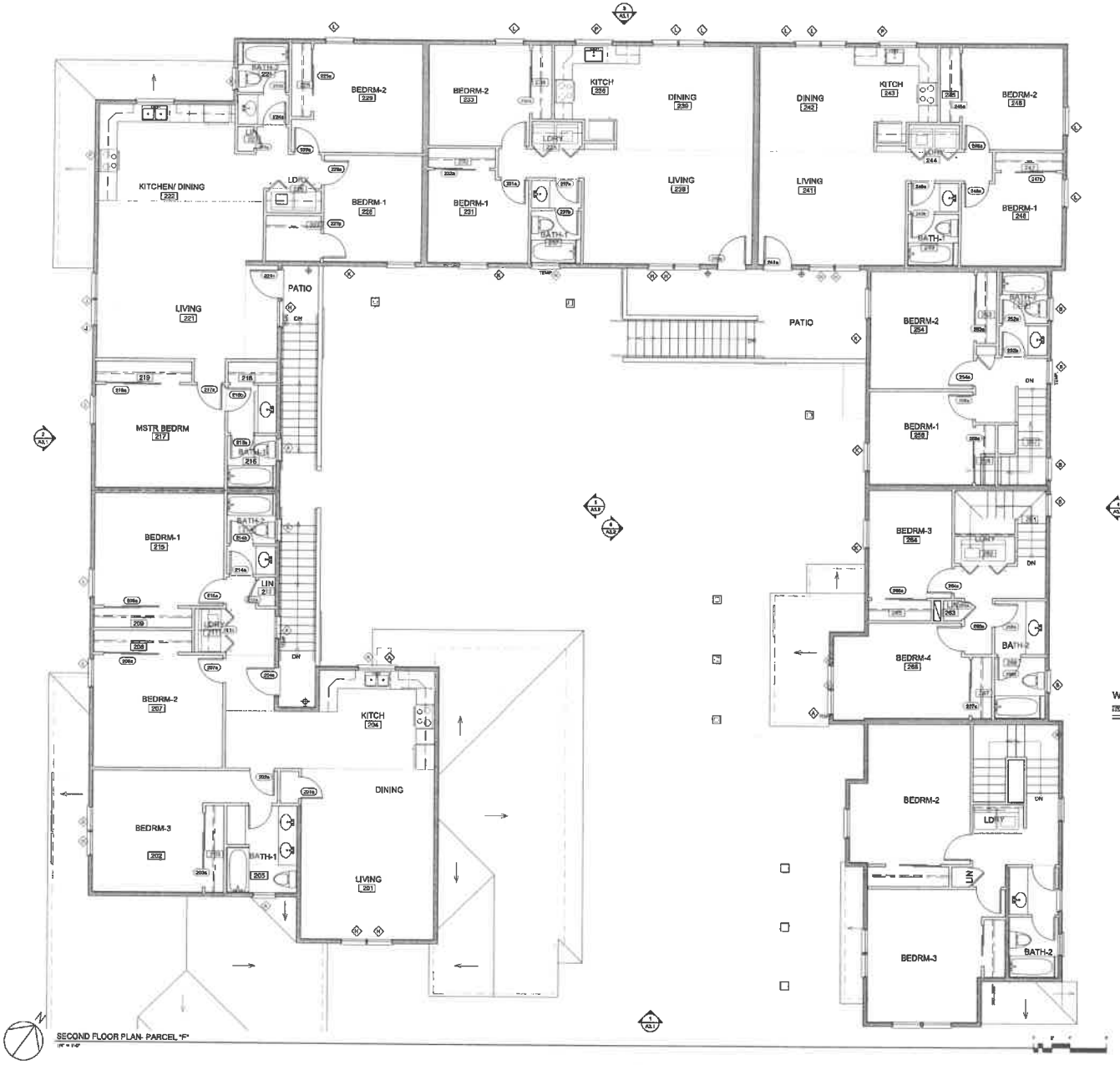
Sheet Title:
FIRST FLOOR
PLAN
PARCEL F

Sheet Number:

A2.1.1F



SECOND FLOOR PLAN- PARCEL "F"

WALL LEGEND

2x6 STUDS @16" O.C.

2x4 STUDS @ 16" O.C.

Project / Owner:
Community Housing Improvement Systems and Planning Association

CHISPA

8-UNIT APARTMENT COMPLEX AT

MILLS RANCH

GARDEN APARTMENTS
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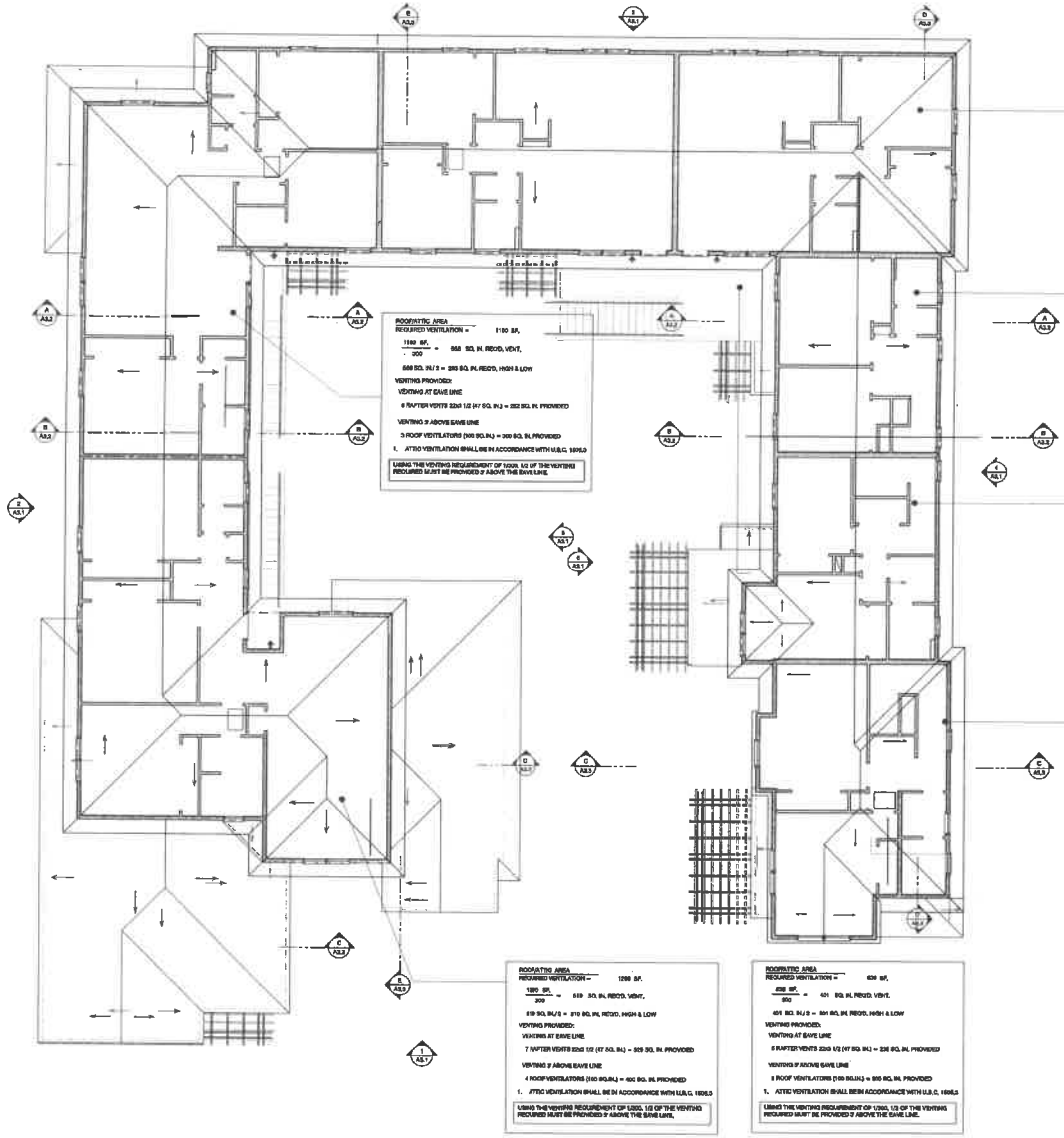
Sheet Title:
SECOND FLOOR PLAN
PARCEL F

Sheet Number:

A2.2F



ROOFING AREA
REQUIRED VENTILATION = 1180 SF.
1180 SF. / 300 = 668 SQ. IN. REQ'D. VENT.
668 SQ. IN./ 2 = 393 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
6 RAFTER VENTS 22x5 1/2 (97 SQ. IN.) = 582 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
3 ROOF VENTILATORS (100 SQ.IN.) = 300 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFING AREA
REQUIRED VENTILATION = 1260 SF.
1260 SF. / 300 = 630 SQ. IN. REQ'D. VENT.
630 SQ. IN./ 2 = 315 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
7 RAFTER VENTS 22x5 1/2 (97 SQ. IN.) = 679 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
4 ROOF VENTILATORS (100 SQ.IN.) = 400 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFING AREA
REQUIRED VENTILATION = 1204 SF.
1204 SF. / 300 = 401 SQ. IN. REQ'D. VENT.
401 SQ. IN./ 2 = 201 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
6 RAFTER VENTS 22x5 1/2 (97 SQ. IN.) = 582 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFING AREA
REQUIRED VENTILATION = 832 SF.
832 SF. / 300 = 400 SQ. IN. REQ'D. VENT.
400 SQ. IN./ 2 = 200 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
5 RAFTER VENTS 22x5 1/2 (97 SQ. IN.) = 235 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFING AREA
REQUIRED VENTILATION = 480 SF.
480 SF. / 300 = 231 SQ. IN. REQ'D. VENT.
231 SQ. IN./ 2 = 116 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
3 RAFTER VENTS 22x5 1/2 (97 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFING AREA
REQUIRED VENTILATION = 594 SF.
594 SF. / 300 = 247 SQ. IN. REQ'D. VENT.
297 SQ. IN./ 2 = 124 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
3 RAFTER VENTS 22x5 1/2 (97 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFING AREA
REQUIRED VENTILATION = 819 SF.
819 SF. / 300 = 348 SQ. IN. REQ'D. VENT.
348 SQ. IN./ 2 = 129 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
3 RAFTER VENTS 22x5 1/2 (97 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

SHEET NOTES

1. WALL LINE BELOW
2. CRICKET- SLOPE MIN ¼" PER FT. SEE DETAIL
3. UNIT PARTY WALLS- ATTIC SEPARATION- SEE DETAIL
4. ROOF VENTILATOR @ 2'-0" ABOVE EAVE RUNS
5. PROVIDE MIN. 22X30 ACCESS OPENINGS IN SHAFTS BELOW @ CAL. FIRAPS AREAS
6. GALV. SHT MTL CAP

ROOF PLAN

SCALE: 3/16" = 1'-0"

SCALE: 3/16" = 1'-0"

Project / Owner:
Community Housing Improvement Systems and Planning Association

CHISPA

6-UNIT APARTMENT COMPLEX AT

MILLS RANCH

GARDEN APARTMENTS
KING CITY, CA

THE PAUL DAVIS PARTNERSHIP
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Project Number: 0553

Drawing Date: 7/16/07 (Preliminary Revised)

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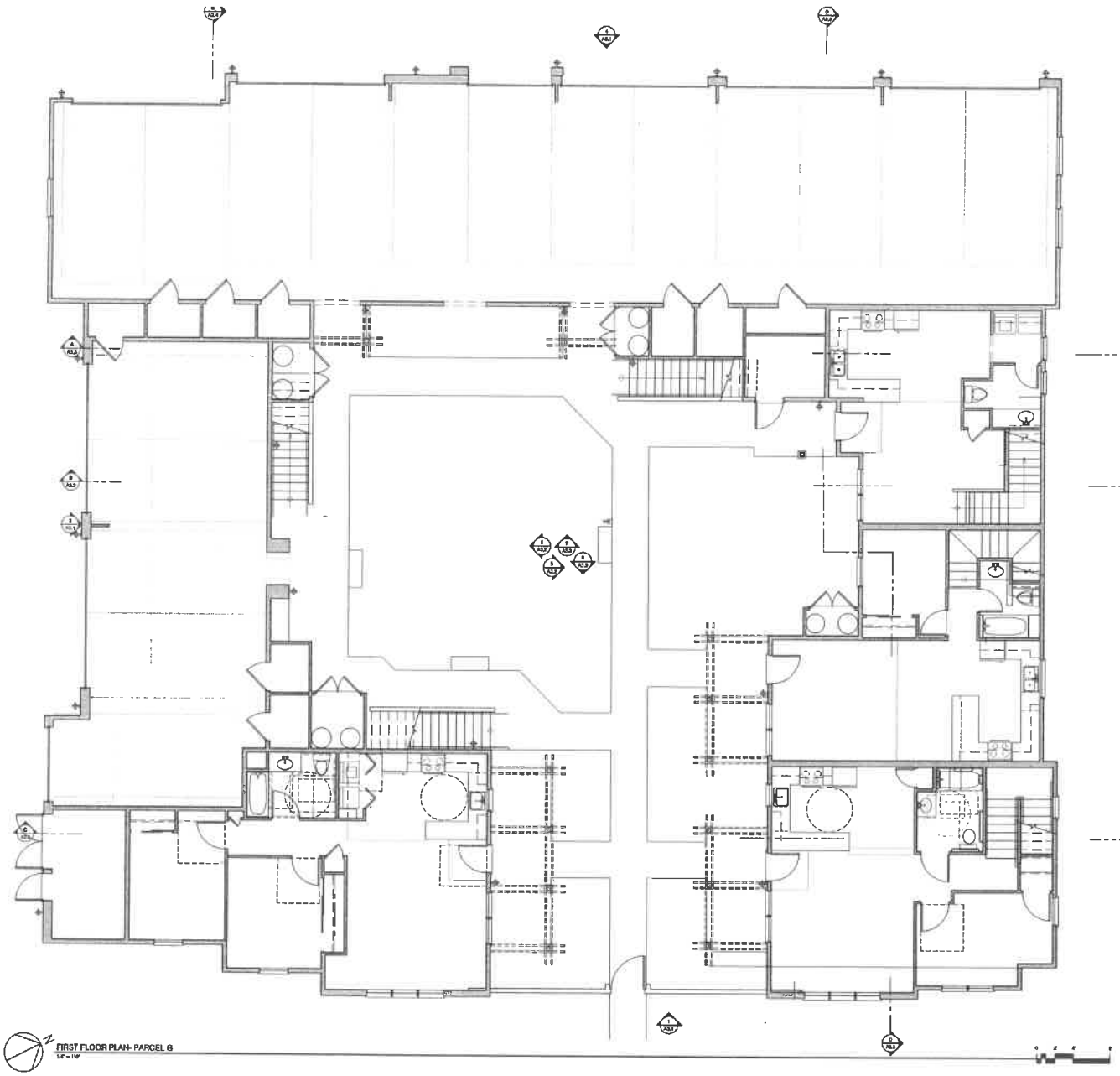
Sheet Title:
ROOF PLAN
PARCEL F

Sheet Number:

A2.3F



SHEET NOTES

1. ½" MAX. LEVEL CHANGE FROM F.F. TO LANDING
2. PROVIDE 20 MIN. FIRE RATED SOLID CORE, TIGHT FITTING, SELF CLOSING DOOR w/ SMOKE SEAL THIS LOCATIONS
3. SLOPE ¼" PER FT MIN. AWAY FROM STRUCTURE
4. DISHWASHER
5. RANGE w/ HOOD ABOVE
6. 36" WIDE SPACE FOR REFRIGERATOR
7. DUAL FLUSH TOILET
8. WATER HEATER
9. GAS WALL FURNACE (AT 1/2 BR UNITS, OFFSET AT 1st & 2nd FLOOR)
10. VENT DRYER TO EXTERIOR. PROVIDE BACKDRAFT DAMPER
11. PROVIDE RECESSED PLUMBING CONNECTIONS. AT 2nd FLR COND. PROVIDE GALV. SHT MTL PAN w/ DRAIN TO EXTERIOR.
12. SINK w/ LEVER HANDLE FAUCET & GARBAGE DISPOSAL
13. 22"x30" METAL ATTIC ACCESS w/ LOCK- PROVIDE OUTLET, SWITCH AND GENERAL FLUORESCENT LIGHT IN ATTIC SPACE
14. 12" DEEP SHELF AND POLE
15. FIBERGLASS TUB/ SHWR UNIT TO +70" ABOVE DRAIN INLET w/ CURTAIN AND ROD SEE DEATIL 16/A9.1 @ 2nd FLOOR. TUB.
16. RECESS SLAB TO RECEIVE FIBERGLASS ACCESSIBLE ROLL-IN SHOWER UNIT TO 70" ABOVE DRAIN INLET w/ SHOWER CURTAIN & ROD. SEE DETAILS 6 & 14/A9.2
17. FRAMELESS MIRROR- FULL WIDTH OF BASE CABINET
18. RECESSED MEDICINE CABINET.
19. DOWNSPOUT- TYP.
20. 1" STEP AT SLAB DOWN TO CLOSET SLAB.
21. COORDINATE PATIO SLAB ELEVATION WITH THRESHOLD DETAIL.
22. CABINET SUPPLIER TO PROVIDE FINISHED PANELS TO CEILING FOR EXHAUST FAN DUCTWORK.
23. 15" W BREADBOARD @ ACCESSIBLE UNITS.
24. STOVE HOOD EXHAUST THIS WALL w/ DAMPER & WALL CAP.
25. CARPET/ VINYL TRANSITION STRIP.
26. FUTURE GRAB BAR - PROVIDE BLOCKING IN WALLS PER DETAIL 15/A9.2.
27. 2x8 STUDS @ GAS/ ELEC/ FIL UTILITIES.

Mandatory Adaptable Features per Division/ of CBC Chapter 11A
Group R Occupancy
General: All ground-floor dwelling units (lots) in a non-elevator building shall be adaptable and on an accessible route.

A. Covered Multi-family dwelling units shall be adaptable and accessible into and throughout the unit (CBC 1102A)
B. Multi-story dwelling units (townhouses) shall comply with CBC 1102A.3.
C. Changes in level shall not exceed ½" without the use of a ramp, elevator or special access lift. (CBC 1131A)
D. Primary entry and required exit doors, interior doors and secondary exit doors, landings, thresholds, maneuvering clearances, door hardware and surface finish of doors shall comply with CBC 1132A.
E. Kitchens: clear floor space, removable base cabinets, countertop space, repositionable countertops, shelving, kitchen faucet controls shall comply with CBC 1133A.
E.1. Accessible range to have controls mounted on front of appliance. Provide switch on base cabinet to control hood light & fan.
F. Bathing and Toilet Facilities Option 2 (one bathroom within the dwelling unit) shall comply with Section 1134A. & 1134A.8
F.1. Maneuvering space per 1134A.4
F.2. Bathtub's floor space, reinforced wall for grab bars, controls, & enclosures per 1134A.5
F.3. Shower size, floor space, thresholds, controls, enclosures and reinforced walls for grab bars per 1134A.6
F.4. Toilet's floor space, reinforced walls for grab bars, seat height (15" max) and controls per 1134A.7
F.5. Lavatories location, floor & knee space, finished floor, plumbing protection, controls and mirrors and towel fixtures
F.6. Vanity cabinets per 1134A.8
G. Laundry rooms, if provided, shall be front loading type or management shall provide assistive devices on request of the occupant to permit the use of top-loading clothes washers. (CBC 1136A)
H. Electrical receptacle, switch and control heights installed per CBC 1136A.
J. Bathroom/ Toilet Accessories: Comply with CBC Table 1115B-1 and 1115B.8.
K. Mounting Heights: Accessible Fixtures and Controls to comply w/ CBC Table 1115B-1.

WALL LEGEND

2x8 STUDS @ 16" O.C.
2x4 STUDS @ 16" O.C.

EXTERIOR LIGHTING

SEE A1.2 FOR FIXTURES

WALL MOUNTED FIXTURE

POLE MOUNTED FIXTURE

Project / Owner
Community Housing Development Systems and Planning Association

CHISPA

8-UNIT APARTMENT COMPLEX AT

MILLS RANCH

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Project Number: 1029
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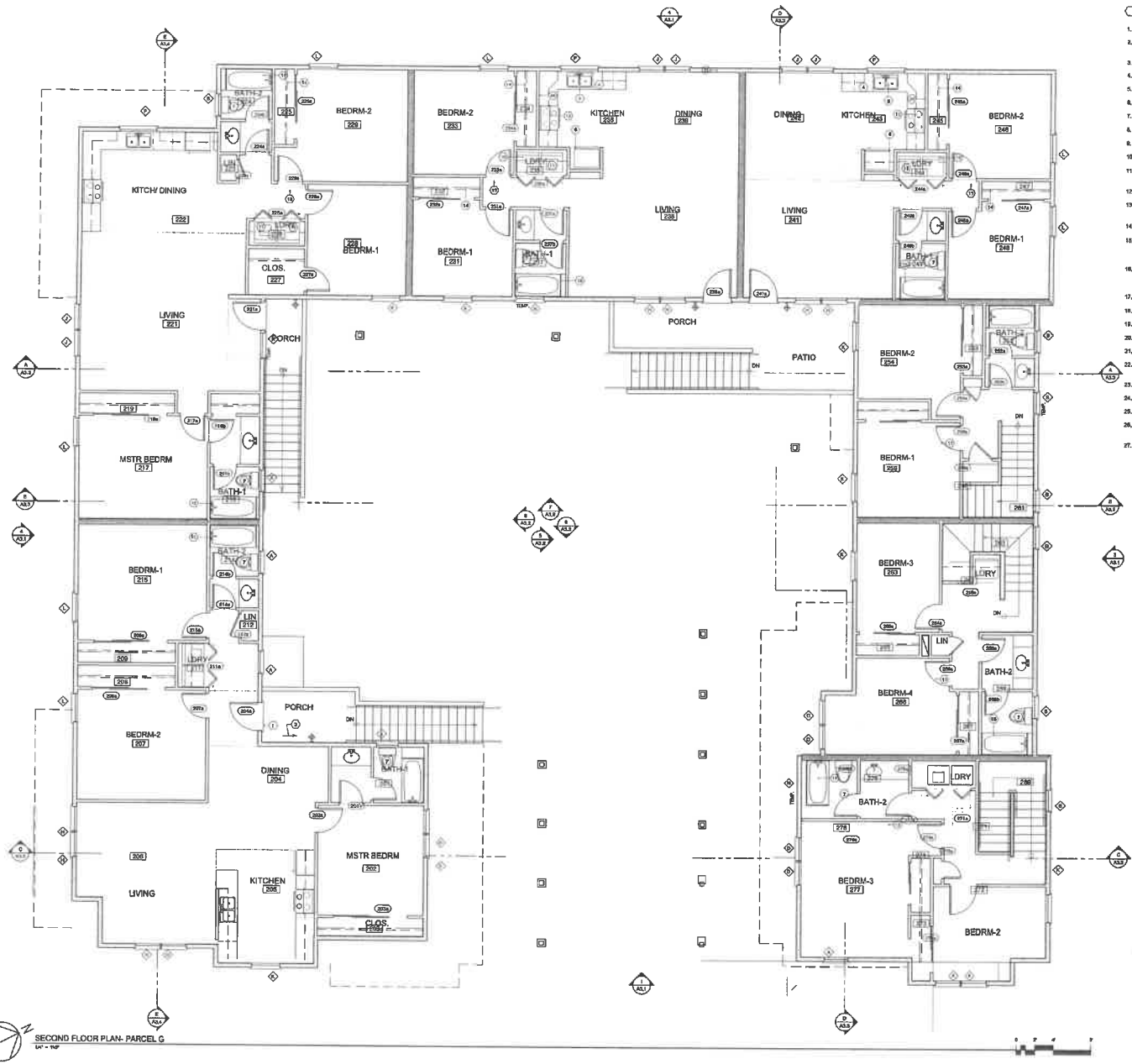
Sheet Title:
1st FLR PLAN
PARCEL G

Sheet Number:

A2.1G



SECOND FLOOR PLAN- PARCEL G

SHEET NOTES

1. ½" MAX. LEVEL CHANGE FROM F.F. TO LANDING
2. PROVIDE 20 MIN. FIRE RATED SOLID CORE, TIGHT FITTING, SELF CLOSING DOOR w/ SMOKE SEAL THIS LOCATIONS
3. SLOPE ¼" PER FT MIN. AWAY FROM STRUCTURE
4. DISHWASHER
5. RANGE w/ HOOD ABOVE
6. 36" WIDE SPACE FOR REFRIGERATOR
7. DUAL FLUSH TOILET
8. WATER HEATER
9. GAS WALL FURNACE (AT 1/2 BR UNITS, OFFSET AT 1st & 2nd FLOOR)
10. VENT DRYER TO EXTERIOR. PROVIDE BACKDRAFT DAMPER
11. PROVIDE RECESSED PLUMBING CONNECTIONS. AT 2nd FLR COND. PROVIDE GALV. SHT MTL PAN w/ DRAIN TO EXTERIOR.
12. SINK w/ LEVER HANDLE FAUCET & GARBAGE DISPOSAL
13. 22"x30" METAL ATTIC ACCESS w/ LOCK- PROVIDE OUTLET, SWITCH AND GENERAL FLUORESCENT LIGHT IN ATTIC SPACE
14. 12" DEEP SHELF AND POLE
15. FIBERGLASS TUB/ SHWR UNIT TO +70" ABOVE DRAIN INLET w/ CURTAIN AND ROD SEE DEATIL 16/A9.1 @ 2nd FLOOR. TUB.
16. RECESS SLAB TO RECEIVE FIBERGLASS ACCESSIBLE ROLL-IN SHOWER UNIT TO 70" ABOVE DRAIN INLET w/ SHOWER CURTAIN & ROD. SEE DETAILS 6 & 14/A9.2
17. FRAMELESS MIRROR- FULL WIDTH OF BASE CABINET
18. RECESSED MEDICINE CABINET.
19. DOWNSPOUT- TYP.
20. 1" STEP AT SLAB DOWN TO CLOSET SLAB.
21. COORDINATE PATIO SLAB ELEVATION WITH THRESHOLD DETAIL.
22. CABINET SUPPLIER TO PROVIDE FINISHED PANELS TO CEILING FOR EXHAUST FAN DUCTWORK.
23. 15" W BREADBOARD @ UNIT 37 & 39.
24. STOVE HOOD EXHAUST THIS WALL w/ DAMPER & WALL CAP.
25. CARPET/ VINYL TRANSITION STRIP.
26. FUTURE GRAB BAR - PROVIDE BLOCKING IN WALLS PER DETAIL 16/A9.2
27. 2x8 STUDS @ GAS/ ELEC/ FS, UTILITIES.

Project / Owner
Community Housing Improvement Systems and Planning Association

CHISPA

8-UNIT APARTMENT COMPLEX AT
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THE PAUL DAVIS PARTNERSHIP
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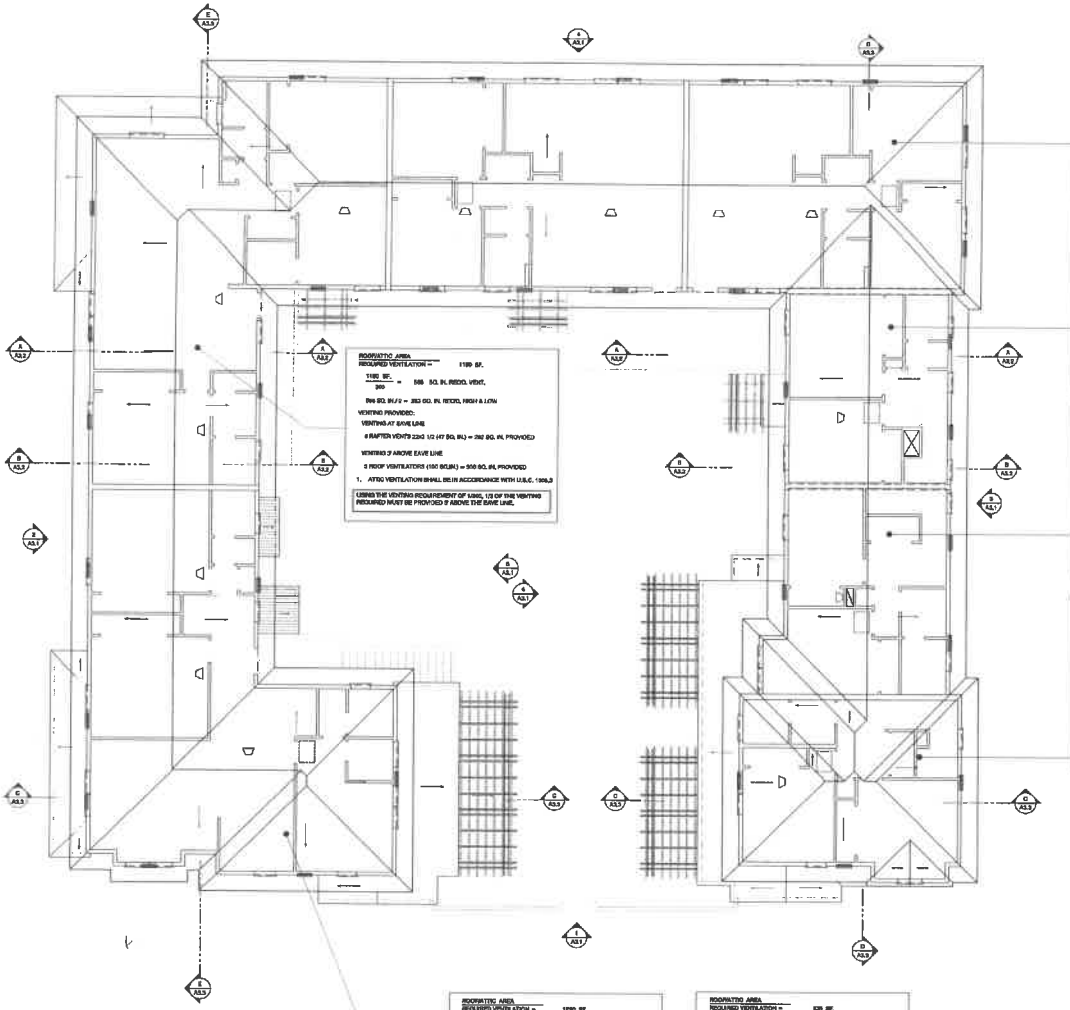
Sheet Title:
2nd FLOOR PLAN
PARCEL G

WALL LEGEND
2x8 STUDS @ 16" O.C.
2x4 STUDS @ 16" O.C.

Sheet Number:
A2.2G



ROOFVATTIC AREA
REQUIRED VENTILATION = 1189 SF.
1189 SF. / 300 = 595 SQ. IN. REQ'D. VENT.
595 SQ. IN./2 = 262 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
8 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 282 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
5 ROOF VENTILATORS (100 SQ.IN.) = 500 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFVATTIC AREA
REQUIRED VENTILATION = 1199 SF.
1199 SF. / 300 = 400 SQ. IN. REQ'D. VENT.
400 SQ. IN./ 2 = 200 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
5 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 235 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
3 ROOF VENTILATORS (100 SQ.IN.) = 300 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFVATTIC AREA
REQUIRED VENTILATION = 480 SF.
480 SF. / 300 = 231 SQ. IN. REQ'D. VENT.
231 SQ. IN./ 2 = 116 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
3 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFVATTIC AREA
REQUIRED VENTILATION = 514 SF.
514 SF. / 300 = 347 SQ. IN. REQ'D. VENT.
347 SQ. IN./ 2 = 174 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
3 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFVATTIC AREA
REQUIRED VENTILATION = 618 SF.
618 SF. / 300 = 249 SQ. IN. REQ'D. VENT.
249 SQ. IN./ 2 = 125 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
3 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 141 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFVATTIC AREA
REQUIRED VENTILATION = 1220 SF.
1220 SF. / 300 = 813 SQ. IN. REQ'D. VENT.
616 SQ. IN./ 2 = 310 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
7 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 329 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
4 ROOF VENTILATORS (100 SQ.IN.) = 400 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

ROOFVATTIC AREA
REQUIRED VENTILATION = 835 SF.
835 SF. / 300 = 601 SQ. IN. REQ'D. VENT.
401 SQ. IN./ 2 = 201 SQ. IN. REQ'D. HIGH & LOW
VENTING PROVIDED:
VENTING AT EAVE LINE
5 RAFTER VENTS 22x3 1/2 (47 SQ. IN.) = 235 SQ. IN. PROVIDED
VENTING 3' ABOVE EAVE LINE
2 ROOF VENTILATORS (100 SQ.IN.) = 200 SQ. IN. PROVIDED
1. ATTIC VENTILATION SHALL BE IN ACCORDANCE WITH U.B.C. 1505.3
USING THE VENTING REQUIREMENT OF 1/300, 1/2 OF THE VENTING REQUIRED MUST BE PROVIDED 3' ABOVE THE EAVE LINE.

SHEET NOTES

1. WALL LINE BELOW
2. CRICKET- SLOPE MIN 3" PER FT. SEE DETAIL
3. UNIT PARTY WALLS- ATTIC SEPARATION- SEE DETAIL
4. ROOF VENTILATOR @ 3'-0" ABOVE EAVE SLOPE
5. PROVIDE MIN. 22x30 ACCESS OPENINGS IN ENTS BELOW @ CAL. FRAMO AREAS
6. GALV. ENT MTL. CAP

ROOF PLAN PARCEL G

SCALE: 3/16" = 1'-0"

SCALE: 3/16" = 1'-0"

Project / Owners
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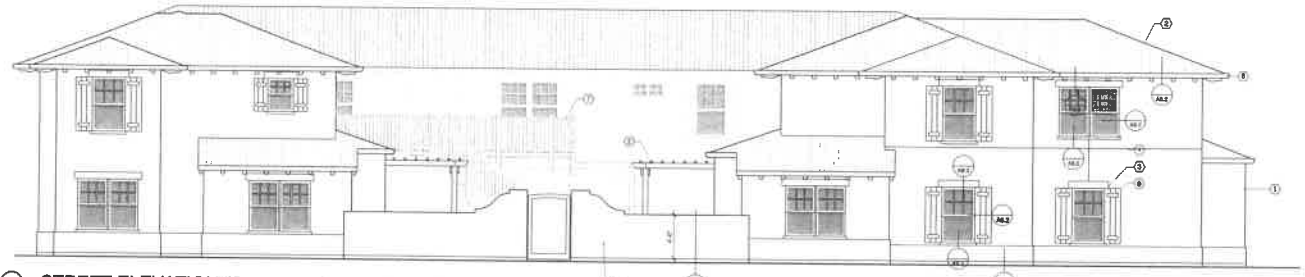
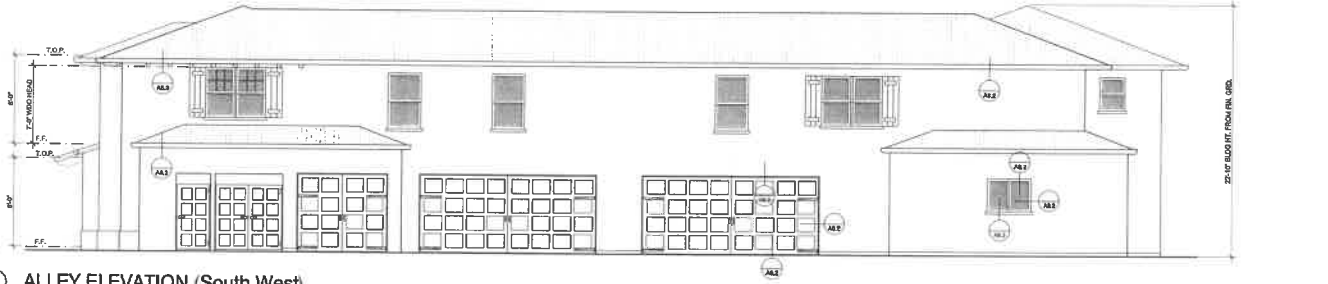
Sheet Title
ROOF PLAN
PARCEL G

Sheet Number
A2.3G



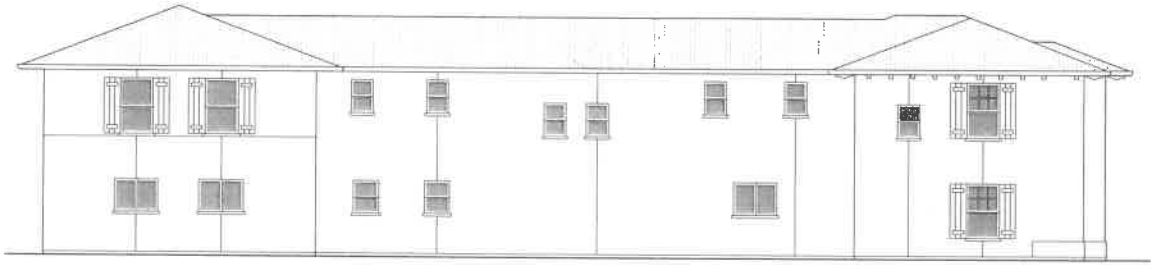
① STREET ELEVATION (South East) - ERMOSA WAY

1/4" = 1'-0"



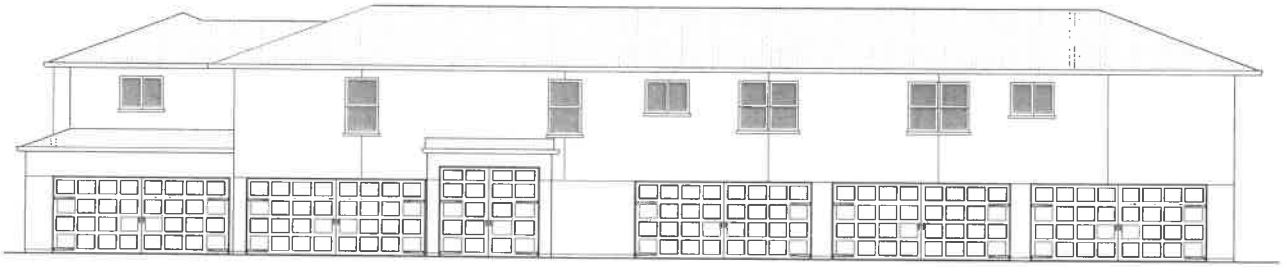
② ALLEY ELEVATION (South West)

1/4" = 1'-0"



③ ADJACENT PARCEL (North West)

1/4" = 1'-0"



④ ALLEY ELEVATION (North East)

1/4" = 1'-0"

⑩ TYPICAL EXTERIOR FINISHES

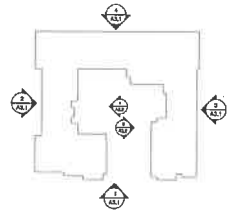
1. PAINTED STUCCO EXTERIOR
2. CONCRETE MISSION TILE ROOFING
3. VINYL WINDOWS
4. PAINTED WINDOW SILLS
5. PAINTED FIBERGLASS RAISED PANEL ENTRY DOORS
6. PAINTED GALVANIZED METAL GUTTERS & DOWNSPOUTS
7. PAINTED METAL GUARDRAILS, SEE DETAIL
8. PAINTED WOOD TRELLIS, SEE DETAIL
9. FIBER CEMENT SHUTTERS
10. SITE WALL, PLASTERED AND PAINTED

ALLOWABLE AREA OF OPENINGS
BUILDING G, EAST ELEVATION FSD=5'-0"
ALLOWABLE UNPROTECTED OPENINGS, NON-SPRINKLERED: 10%
1ST FLOOR
2 WINDOWS @ 7 SF = 14 SF
3 WINDOWS @ 12 SF = 36 SF
1 WINDOW @ 15 SF = 15 SF
2ND FLOOR
7 WINDOWS @ 6 SF = 42SF
3 WINDOWS @ 15 SF = 45 SF

TOTAL AREA OPENINGS PER 1ST FLOOR=65 SF
TOTAL WALL AREA PER FLOOR= 670.75 SF — 65/670.75 = 7.4% < 10%

TOTAL AREA OPENINGS PER 2ND FLOOR=87 SF
TOTAL WALL AREA PER FLOOR= 670.75 SF — 87/670.75 = 9.9% < 10%

SECTION / ELEVATION KEY PLAN



Project / Owner
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KING CITY, CA

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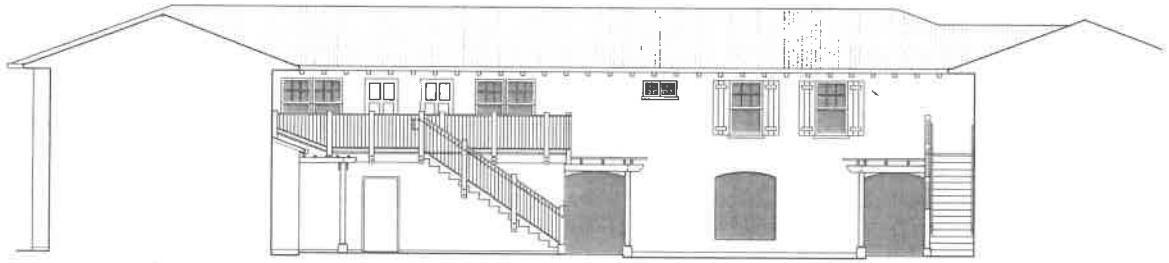
Sheet Title:
EXTERIOR ELEVATIONS
Parcel C

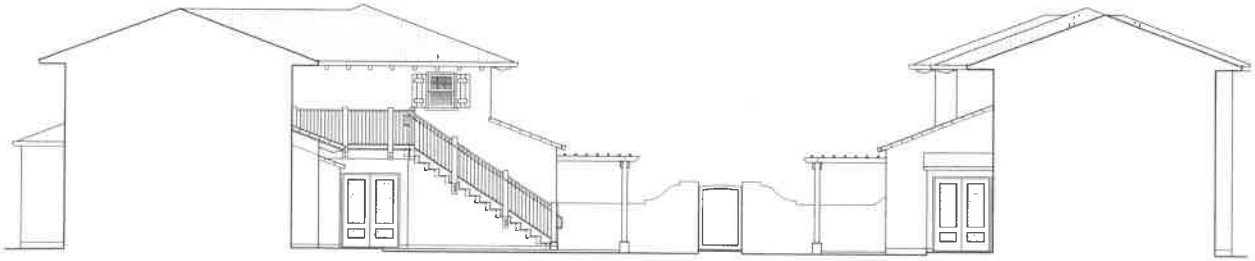
Sheet Number:
A3.1C

5 COURTYARD ELEVATION (South West)

6 COURTYARD ELEVATION (North East)



7 COURTYARD ELEVATION (South East)



8 COURTYARD ELEVATION (North East)

TYPICAL EXTERIOR FINISHES

1. PAINTED STUCCO EXTERIOR
2. CONCRETE MISSION TILE ROOFING
3. VINYL WINDOWS AND SLIDING DOORS
4. PAINTED WINDOW SILLS
5. PAINTED FIBERGLASS RAISED PANEL ENTRY DOORS
6. PAINTED GALVANIZED METAL GUTTERS & DOWNSPOUTS
7. PAINTED WOOD GUARDRAILS & RAILINGS

Project / Owner:
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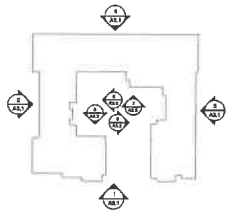
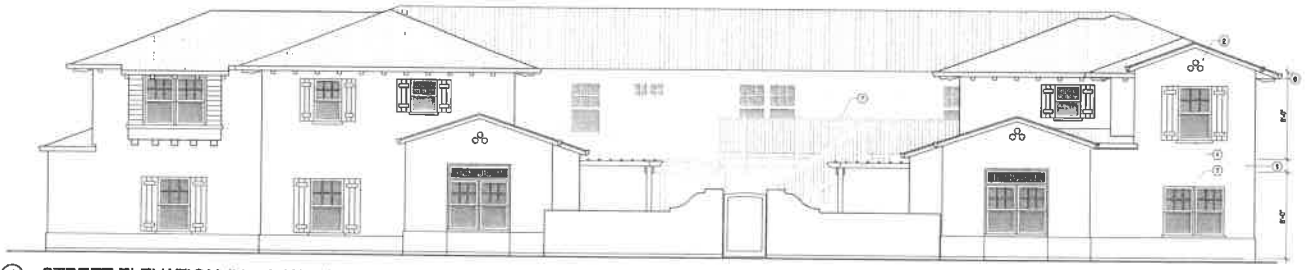
SECTION / ELEVATION KEY PLAN



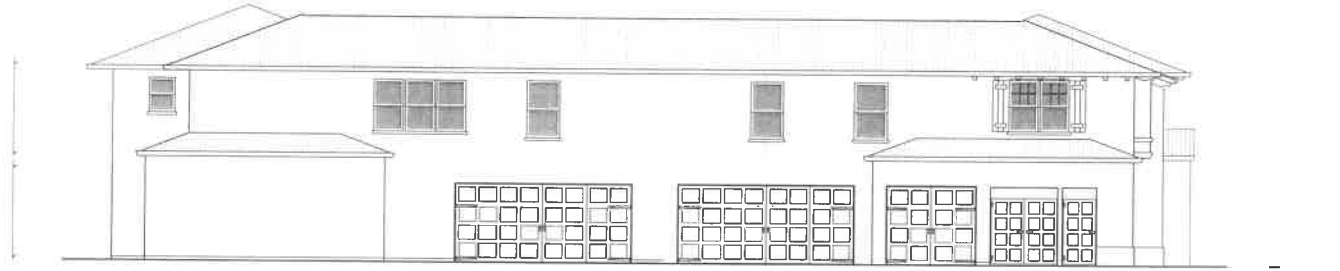
Sheet Title:
ELEVATIONS & SECTIONS
Parcel C

Sheet Number:

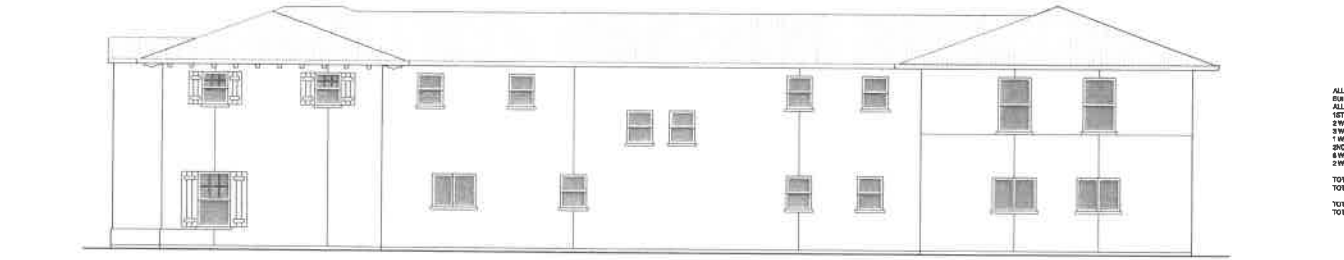
A3.2C



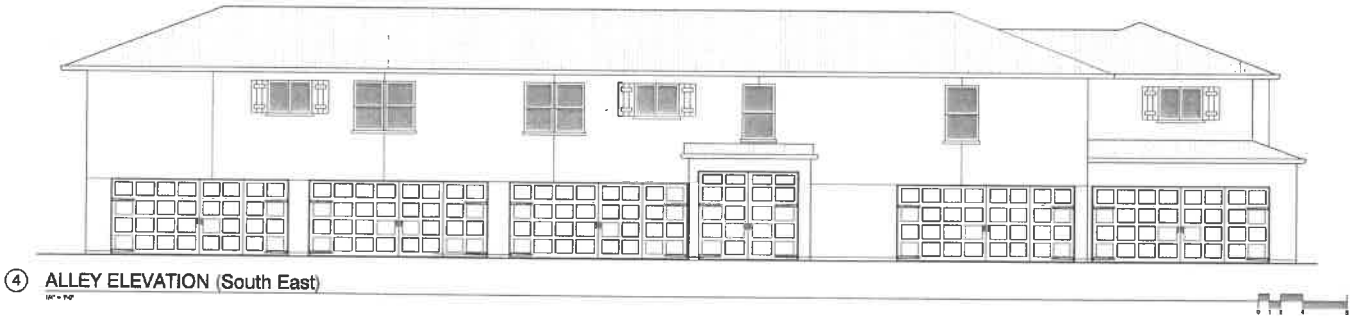
① STREET ELEVATION (North West) - ERMOSA WAY



② ALLEY ELEVATION (North East)



③ ADJACENT PARCEL (South West)



④ ALLEY ELEVATION (South East)

⑦ TYPICAL EXTERIOR FINISHES

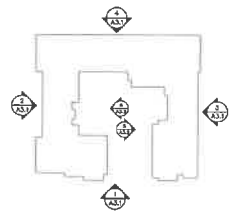
1. PAINTED STUCCO EXTERIOR
2. CONCRETE MISSION TILE ROOFING
3. VINYL WINDOWS AND SLIDING DOORS
4. PAINTED WINDOW SILLS
5. PAINTED FIBERGLASS RAISED PANEL ENTRY DOORS
6. PAINTED GALVANIZED METAL GUTTERS & DOWNSPOUTS
7. PAINTED WOOD GUARDRAILS & RAILINGS

ALLOWABLE AREA OF OPENINGS
BUILDING D, EAST ELEVATION FSD=5'-0"
ALLOWABLE UNPROTECTED OPENINGS, NON-SPRINKLERED: 10%
1ST FLOOR
2 WINDOWS @ 7 SF = 14 SF
3 WINDOWS @ 12 SF = 36 SF
1 WINDOW @ 15 SF = 15 SF
2ND FLOOR
8 WINDOWS @ 7 SF = 56 SF
2 WINDOWS @ 15 SF = 30 SF

TOTAL AREA OPENINGS PER 1ST FLOOR=65 SF
TOTAL WALL AREA PER FLOOR= 870.75 SF 65/870.75 = 7.4% < 10%

TOTAL AREA OPENINGS PER 2ND FLOOR=86 SF
TOTAL WALL AREA PER FLOOR= 870.75 SF 87/870.75 = 9.9% < 10%

SECTION / ELEVATION KEY PLAN



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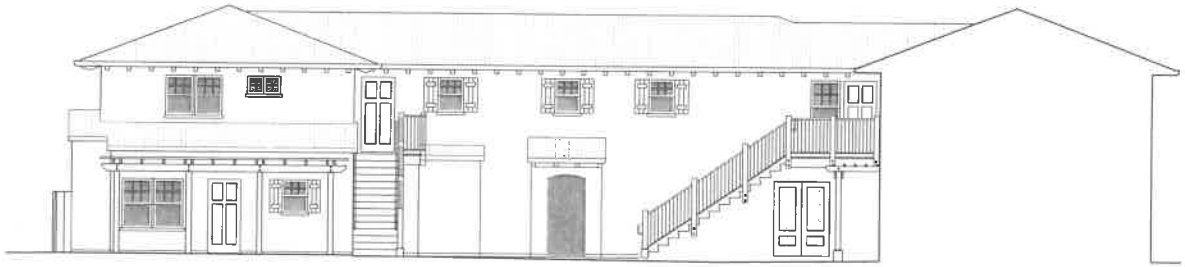
Sheet Title:
EXTERIOR
ELEVATIONS
Parcel D

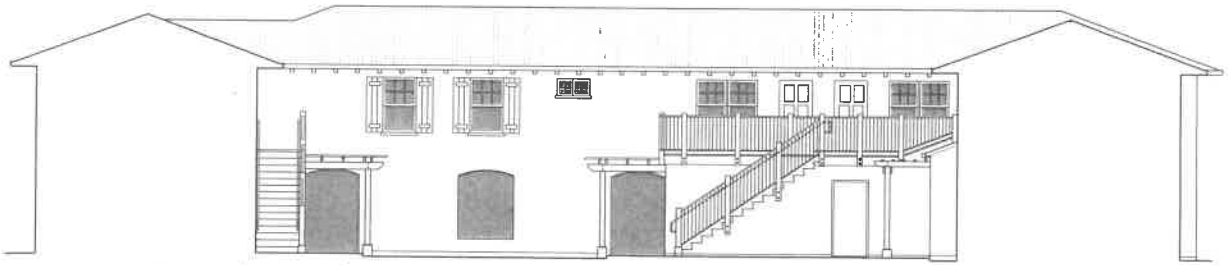
Sheet Number:

A3.1D

⑤ COURTYARD ELEVATION (South West)



⑥ COURTYARD ELEVATION (North East)



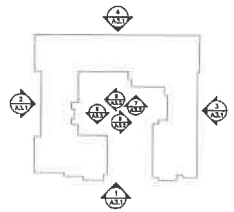
⑦ COURTYARD ELEVATION (South East)

⑧ COURTYARD ELEVATION (North East)

⑨ TYPICAL EXTERIOR FINISHES

1. PAINTED STUCCO EXTERIOR
2. CONCRETE MISSION TILE ROOFING
3. VINYL WINDOWS AND SLIDING DOORS
4. PAINTED WINDOW SILLS
5. PAINTED FIBERGLASS RAISED PANEL ENTRY DOORS
6. PAINTED GALVANIZED METAL GUTTERS & DOWNSPOUTS
7. PAINTED WOOD GUARDRAILS & RAILINGS

SECTION / ELEVATION KEY PLAN



Project / Concept

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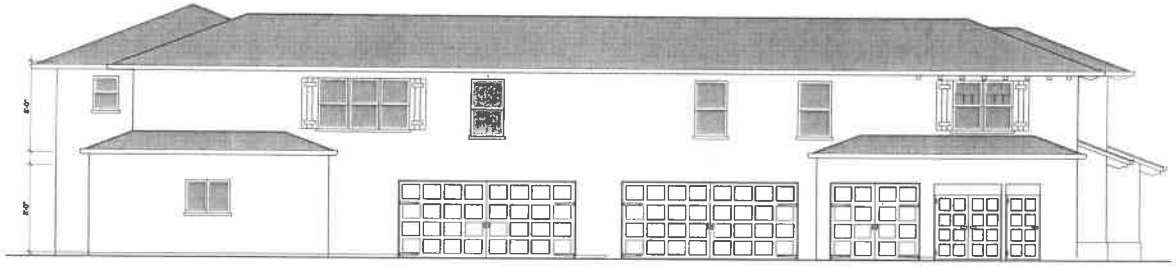
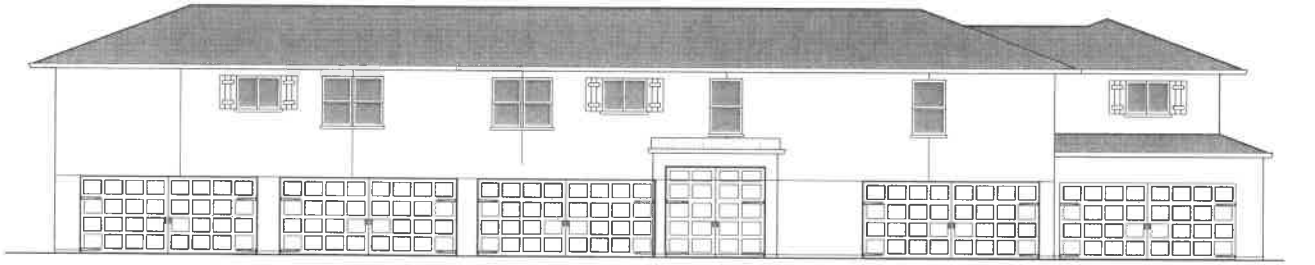
Sheet Title: ELEVATIONS & SECTIONS (Parcel D

Sheet Number: A3.2D

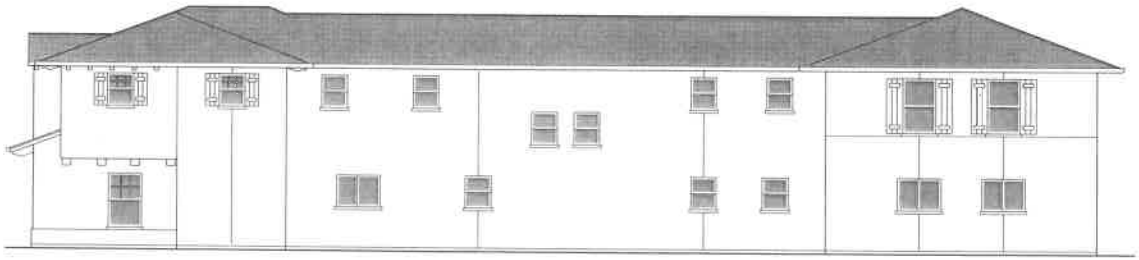
① STREET ELEVATION (North West) -ERMOSA WAY



② ALLEY ELEVATION (North East)



③ ALLEY ELEVATION (South East)



④ ADJACENT PARCEL (South West)

⑥ TYPICAL EXTERIOR FINISHES

1. PAINTED STUCCO EXTERIOR
2. CONCRETE MISSION TILE ROOFING
3. VINYL WINDOWS AND SLIDING DOORS
4. PAINTED WINDOW SILLS
5. PAINTED FIBERGLASS RAISED PANEL ENTRY DOORS
6. PAINTED GALVANIZED METAL GUTTERS & DOWNSPOUTS
7. PAINTED WOOD GUARDRAILS & RAILINGS

Project / Owner:
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Drawn By: RC

Project Number: 0653

Drawing Date: 8/17/07 (Prelim. Revised) 9/30/10

Date Issued for Construction:

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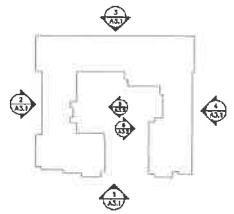
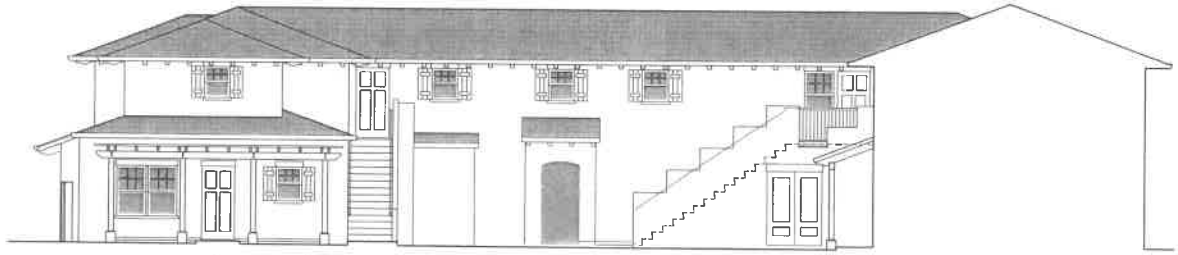
SECTION / ELEVATION KEY PLAN



Sheet Title:
EXTERIOR ELEVATIONS
Parcel E

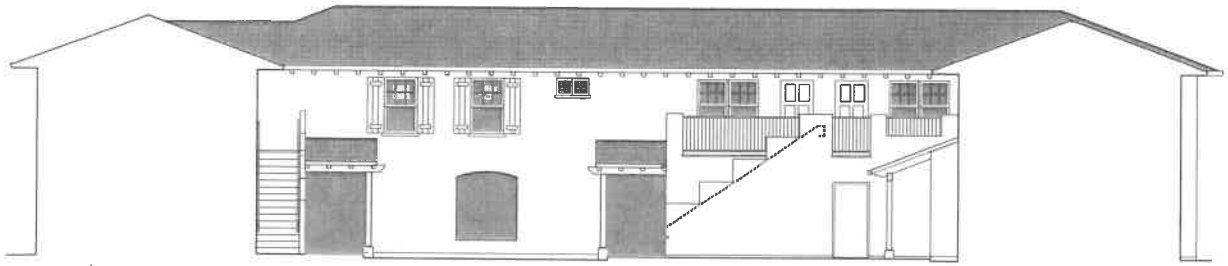
Sheet Number:

A3.1E

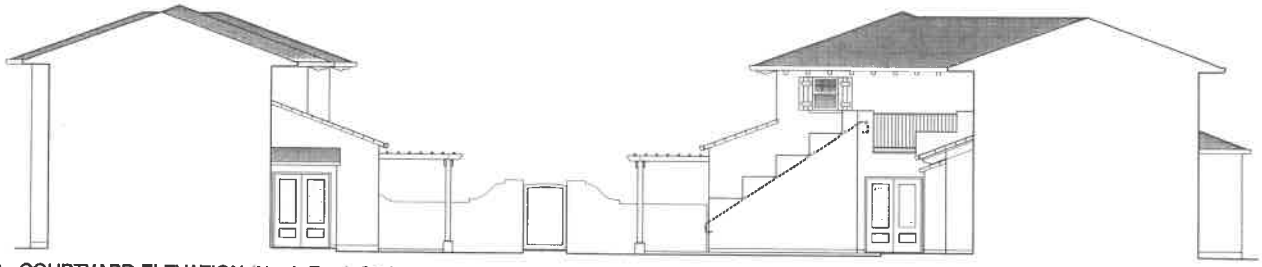


5 COURTYARD ELEVATION (North East)

6 COURTYARD ELEVATION (South West)



7 COURTYARD ELEVATION (South West) Option



8 COURTYARD ELEVATION (North East) Option

TYPICAL EXTERIOR FINISHES

1. PAINTED STUCCO EXTERIOR
2. CONCRETE MISSION TILE ROOFING
3. VINYL WINDOWS AND SLIDING DOORS
4. PAINTED WINDOW SILLS
5. PAINTED FIBERGLASS RAISED PANEL ENTRY DOORS
6. PAINTED GALVANIZED METAL GUTTERS & DOWNSPOUTS
7. PAINTED WOOD GUARDRAILS & RAILINGS

Project / Owner:
Sustainable Housing Improvement Systems and Planning Association
CHISPA
8-UNIT APARTMENT COMPLEX AT
MILLS RANCH
GARDEN APARTMENTS
KING CITY, CA

THE
PAUL DAVIS
PARTNERSHIP
ARCHITECTS & PLANNERS

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246 Eldorado Street
Monterey, CA 93940
(831) 373-2794 FAX (831) 373-7499
EMAIL: info@pauldavispartnership.com

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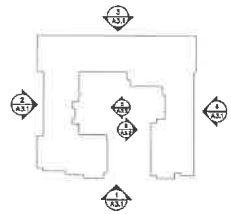
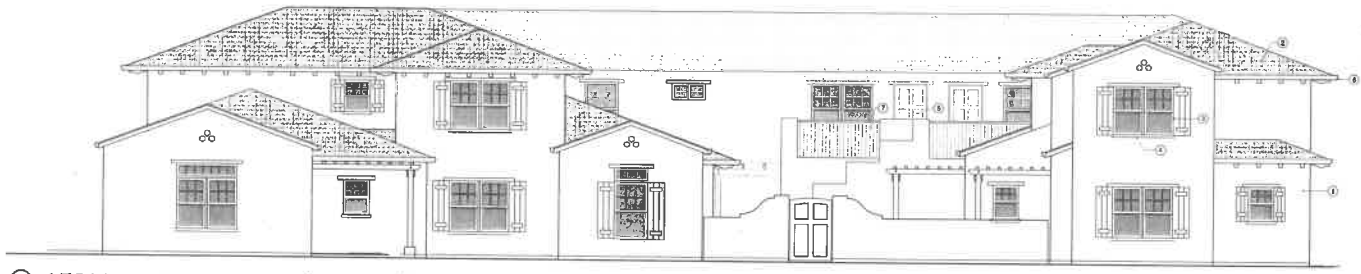
SECTION / ELEVATION KEY PLAN

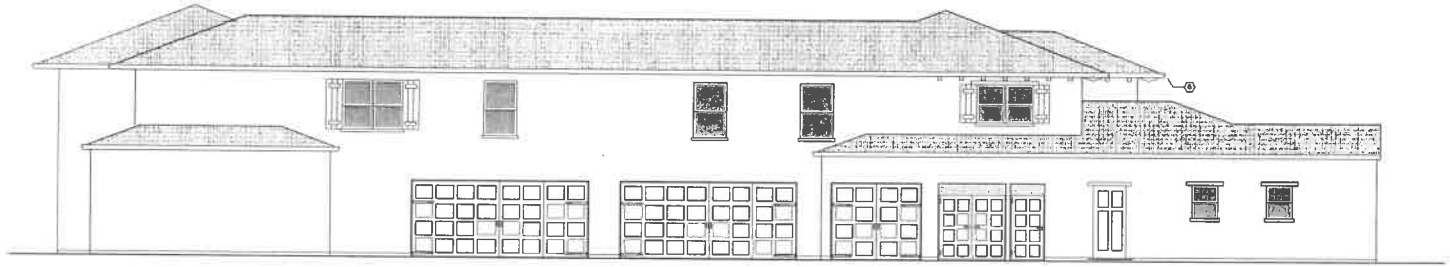


Sheet Title:
ELEVATIONS & SECTIONS PARCEL E

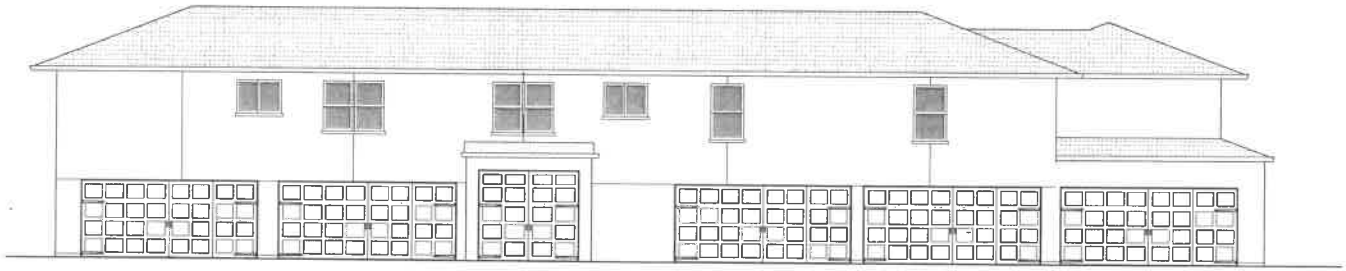
Sheet Number:
A3.2E



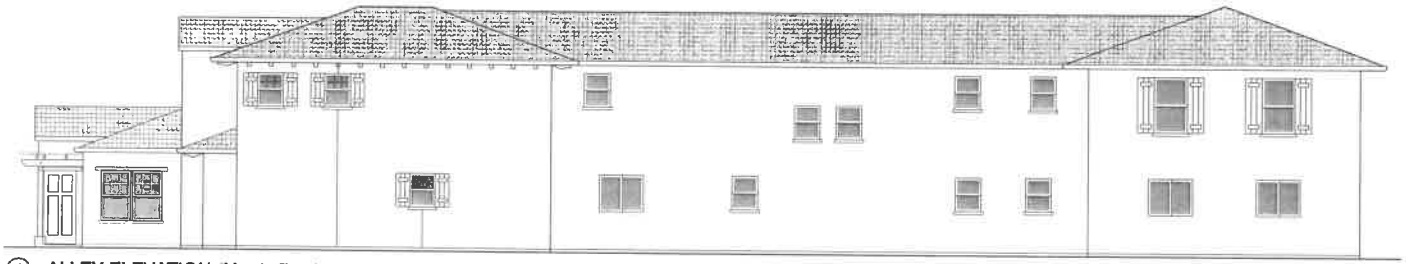
① LEGACY DRIVE ELEVATION (South East)



② ALLEY ELEVATION (South West)



③ ADJACENT PARCEL (North West)



④ ALLEY ELEVATION (North East)

⑨ TYPICAL EXTERIOR FINISHES

1. PAINTED STUCCO EXTERIOR
2. CONCRETE MISSION TILE ROOFING
3. VINYL WINDOWS AND SLIDING DOORS
4. PAINTED WINDOW SILLS
5. PAINTED FIBERGLASS RAISED PANEL ENTRY DOORS
6. PAINTED GALVANIZED METAL GUTTERS & DOWNSPOUTS
7. PAINTED WOOD GUARDRAILS & RAILINGS

Project / Owner:
Community Housing Development Systems and Planning Association

CHISPA

8-UNIT APARTMENT COMPLEX AT
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GARDEN APARTMENTS
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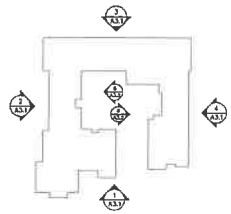
SECTION / ELEVATION KEY PLAN



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Project Number: 0553
Drawing Date: 7/18/07 (Preliminary Revised)
Date Issued for Construction:

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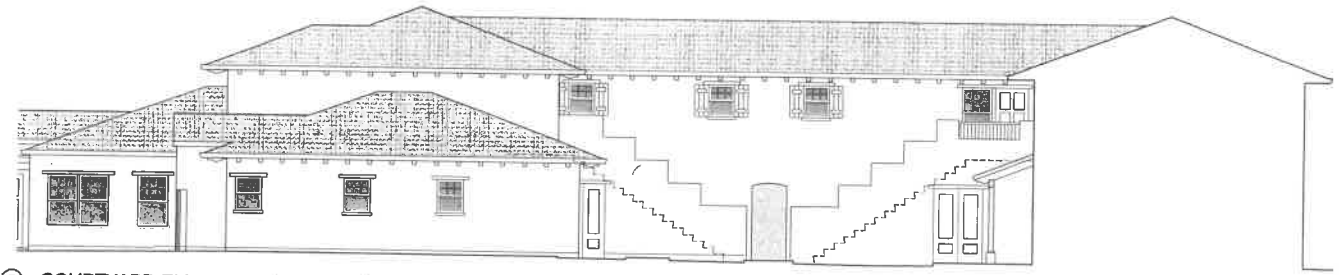
Sheet Title:
EXTERIOR ELEVATIONS
Parcel F

Sheet Number:

A3.1F



5 COURTYARD ELEVATION (North East)

6 COURTYARD ELEVATION (South West)

TYPICAL EXTERIOR FINISHES

1. PAINTED STUCCO EXTERIOR
2. CONCRETE MISSION TILE ROOFING
3. VINYL WINDOWS AND SLIDING DOORS
4. PAINTED WINDOW SILLS
5. PAINTED FIBERGLASS RAISED PANEL ENTRY DOORS
6. PAINTED GALVANIZED METAL GUTTERS & DOWNSPOUTS
7. PAINTED WOOD GUARDRAILS & RAILINGS

Project / Owner:
Developed by Housing Improvement Systems and Planning Association

CHISPA

8-UNIT APARTMENT COMPLEX AT

MILLS RANCH

GARDEN APARTMENTS
KING CITY, CA

THE PAUL DAVIS PARTNERSHIP
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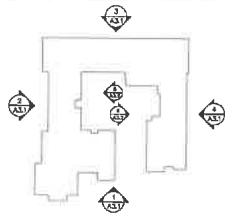
SECTION / ELEVATION KEY PLAN

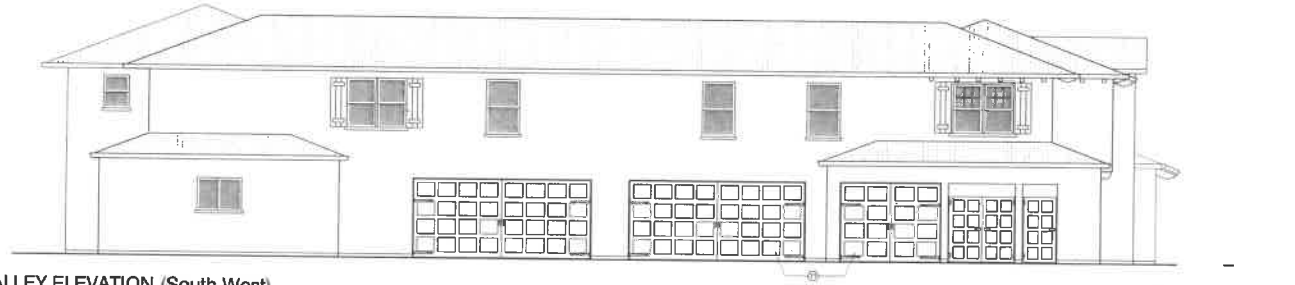


Sheet Title:
ELEVATIONS & SECTIONS
Parcel F

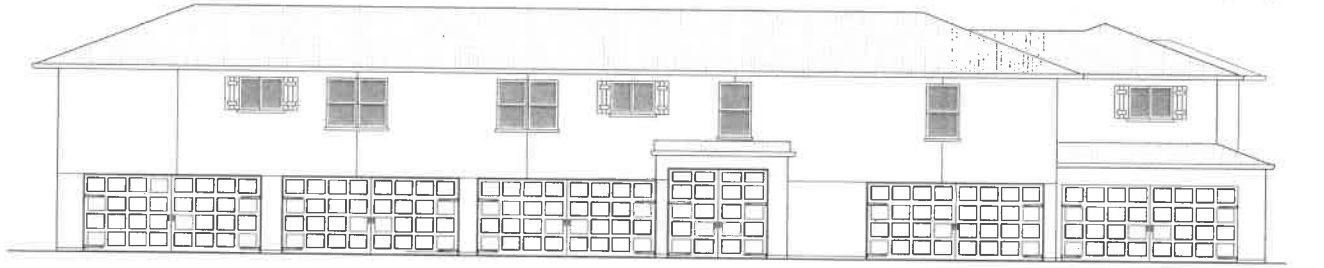
Sheet Number:

A3.2F

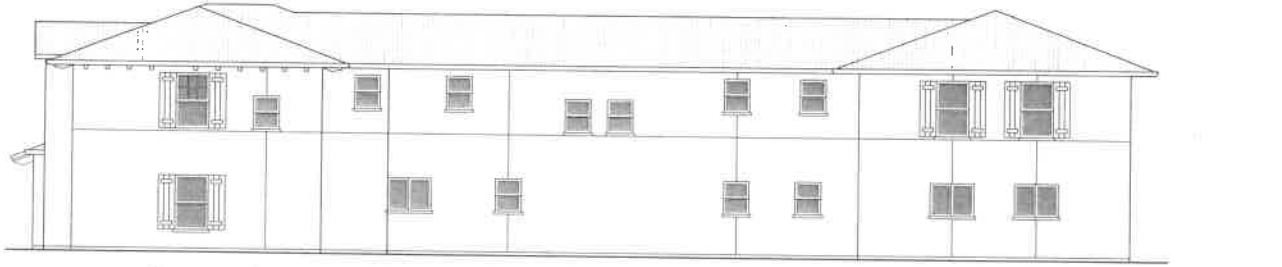
① STREET ELEVATION (South East) -LEGACY DRIVE



② ALLEY ELEVATION (South West)



③ ALLEY ELEVATION (North East)

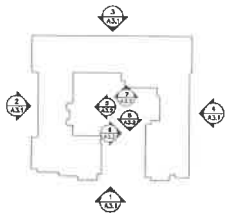


④ ADJACENT PARCEL (North West)

TYPICAL EXTERIOR FINISHES

1. PAINTED STUCCO EXTERIOR
2. CONCRETE MISSION TILE ROOFING
3. VINYL WINDOWS AND SLIDING DOORS
4. PAINTED WINDOW TRIM & SILLS.
5. PAINTED FIBERGLASS RAISED PANEL ENTRY DOORS
6. PAINTED GALVANIZED METAL GUTTERS & DOWNSPOUTS
7. PAINTED WOOD GUARDRAILS & RAILINGS w/ W.I. PICKETS @ 4" O.C. MAX.
8. FINISH GRADE SLOPE AWAY FROM BLDG. 2% MIN.
9. PAINTED SHUTTERS.
10. PAINTED WOOD TRELLIS, SEE DETAILS.
11. ROLL UP GARAGE DOORS, SEE A8HEDULE A2.4
12. SITE WALL, PLASTERED AND PAINTED TO MATCH BUILDING

ELEVATION KEY PLAN



Project / Owner:
CHISPA
9-UNIT APARTMENT COMPLEX AT
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THE
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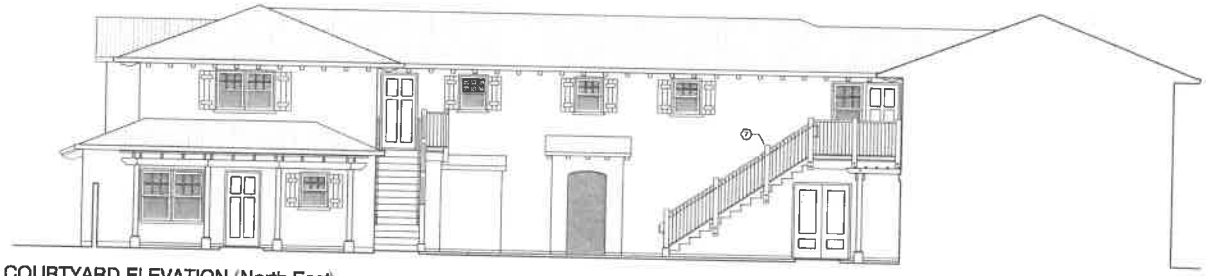
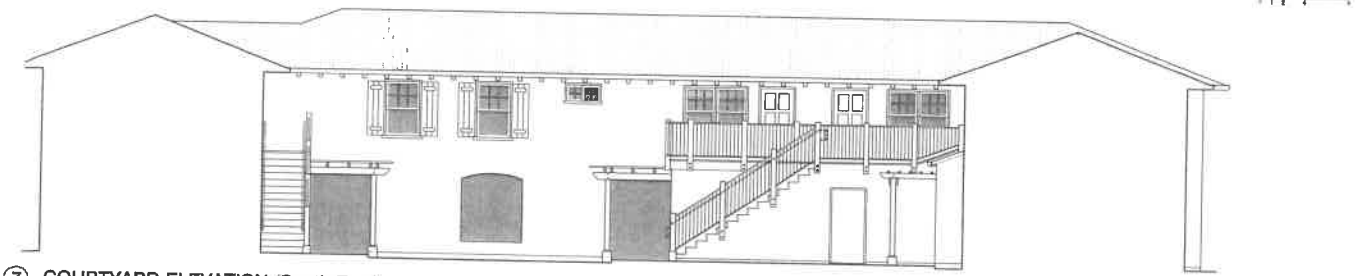
Sheet Title:
EXTERIOR
ELEVATIONS
Parcel G

Sheet Number:
A3.1G

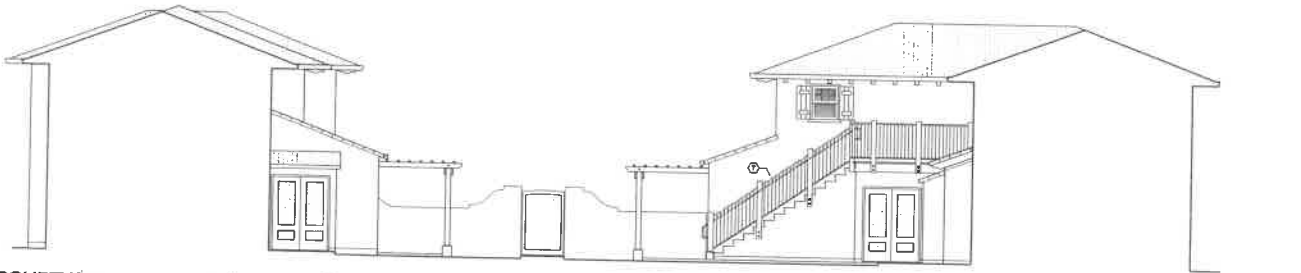


⑤ COURTYARD ELEVATION (North East)

⑥ COURTYARD ELEVATION (South West)



⑦ COURTYARD ELEVATION (South East)



⑧ COURTYARD ELEVATION (North West)

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Project / Owner:
Community Housing Improvement Systems and Planning Association
CHISPA
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MILLS RANCH
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KING CITY, CA

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Monterey, CA [illegible]
(831) 373-2796 FAX (831) 373-7489
EMAIL: info@pauldavispartnership.com

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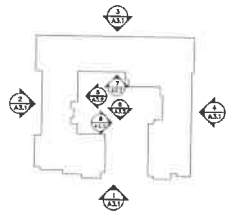

Sheet Title:
EXTERIOR ELEVATIONS
Parcel G

Sheet Number:
A3.2G

EXHIBIT

Application Submitted: 7/1/2020
1st Submittals
CHISPA Garden Apartments
Architectural Review P20-000-004
Landscape Design Review LDR 2020-001

THE PAUL DAVIS PARTNERSHIP

Mills Ranch
Building C

COLORS	BENJAMIN MOORE
BODY -	WHITE DOVE - OC-17
BODY ACCENT -	RICHMOND BISQUE - EXT RM
DOORS & TRIM -	TUDOR BROWN - EXT RM
SILLS & HEADERS -	ANNAPOLIS GRAY EXT RM

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THE PAUL DAVIS PARTNERSHIP

Mills Ranch
Building "D"

COLORS	BENJAMIN MOORE
BODY -	RICHMOND BISQUE - EXT RM
BODY ACCENT -	MANIQUIN CREAME - OC-92
DOORS & TRIM -	BLACK BEAN SOUP - 2130-10
SILLS & HEADERS -	ANNAPOLIS GRAY - EXT RM

THE PAUL DAVIS PARTNERSHIP
ARCHITECTS & PLANNERS

Mills Ranch
Building "E"

COLORS	BENJAMIN MOORE
BODY -	WHITE DOVE - OC-17
BODY ACCENT -	MANIQUIN CREAME - OC-92
DOORS & TRIM -	WEDDING VEIL - 2125-70
SILLS & HEADERS -	ANNAPOLIS GRAY EXT RM

THE PAUL DAVIS PARTNERSHIP
ARCHITECTS & PLANNERS

Mills Ranch
Building "F"

COLORS	BENJAMIN MOORE
BODY -	RICHMOND BISQUE EXT RM
BODY ACCENT -	MANIQUIN CREAME OC92
DOORS & TRIM -	TUDOR BROWN OC17
SILLS & HEADERS -	ANNAPOLIS GRAY EXT RM

THE PAUL DAVIS PARTNERSHIP
ARCHITECTS & PLANNERS

Mills Ranch
Building "G"

COLORS	BENJAMIN MOORE
BODY -	WHITE DOVE - OC-17
BODY ACCENT -	RICHMOND BISQUE EXT RM
DOORS & TRIM -	BLACK BEAN SOUP - 2130-10
SILLS & HEADERS -	ANNAPOLIS GRAY EXT RM