

DRAFT PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (“Agreement”) is made and entered this ___ day of _____, 2019 (“Effective Date”), by and among the City of San Luis Obispo, a chartered municipal corporation (“City”), the members of the East Airport Park Association, a California nonprofit corporation (the “Association,” with each member an “Association Member”) and _____ (“Senn-Glick”). Association Members, and Senn-Glick are hereinafter collectively referenced as “Owners.” City and Owners are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

Recitals

WHEREAS, the Association is made up of 33 legal parcels, including common area, as more particularly identified on Exhibit A (the “Association Property”).

WHEREAS, Senn-Glick are the owners of that certain real property consisting of three parcels identified on Exhibit B hereto and hereinafter referenced as the (“Senn-Glick Property”);

WHEREAS, the Association Property and the Senn-Glick Property are hereinafter referenced collectively as the “Annexation Property” (Exhibit C) .

WHEREAS, the Annexation Property is currently located in the County of San Luis Obispo (“County”) but is within the San Luis Obispo Airport Area Specific Plan (“Area Plan”) and the City has contemplated annexing the Annexation Property into the City, as stated in the City’s General Plan, Land Use Element, Policy 7.7;

WHEREAS, the Area Plan was adopted by the City in August, 2005, and revised in September, 2014, for the purposes of identifying appropriate land uses and zoning pursuant to Ordinance 1481 (adopted September 6, 2005) for the Annexation Property and other properties located within the Area Plan;

WHEREAS, the County of San Luis Obispo has allocated specific square footage development limits for (i) each lot within the Association Property (for a cumulative square footage of 500,000); and (ii) the Senn Glick Lots (a cumulative total of 180,000 square feet) as reflected on Exhibit D attached hereto.

WHEREAS, upon annexation and completion of all conditions of approval and requirements of this Agreement, the Annexation Property will be entitled to the same level of water service, sewer service, police protection, fire protection, and other services generally provided by the City for property owners, residents, and occupants within the City and is subject to the same laws, rules, regulations, and fees;

WHEREAS, this Agreement is made pursuant to the authority of the City Charter and California Government Code Section 56000, *et. seq.*

WHEREAS, to provide for the City’s orderly growth and development, consistent with the City’s General Plan, the Parties anticipate that the Annexation Property will be annexed into the City pursuant to the terms and procedures of the California Government Code, Sections 56000 *et*

seq., and in accordance with the Annexation Application filed by the Owners with the City, File No. ANNX-2030-2018;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, the Parties agree as follows:

1. Annexation Application. Subject to the terms and conditions of this Agreement and all applicable laws, the City will hold a public hearing for the consideration of the Annexation Application, and, if authorized by the City Council, the City will file an application with the San Luis Obispo Local Agency Formation Commission (“LAFCO”) to annex the Annexation Property into the City’s municipal boundaries (the “Annexation”). Owners further acknowledge that the Annexation is subject to LAFCO review, environmental review pursuant to the California Environmental Quality Act, and potentially certain conditions of approval and mitigation measures.

2. Required Improvements. Prior to Annexation of the Annexation Property into the City and City’s permanent provision of water and sewer services to the Annexation Property, Owners shall upgrade the potable water, recycled water, sewer, and roadway and curb/gutter/sidewalk infrastructure (roadway and curb/gutter/sidewalk infrastructure are collectively referenced herein as “roadway infrastructure”) to City standards, as required and agreed upon by both parties, and/or at the point of connection to the City’s infrastructure as identified in Exhibit D attached hereto and incorporated herein by this reference. The potable water, recycled water, sewer, and roadway infrastructure improvements described on Exhibit D, are collectively referenced herein as Required Improvements.

3. Transfer/Destruction of Wells. Each Owner with an existing groundwater well upon their property may retain the use of that well for irrigation purposes only and shall, upon Annexation, execute and record a covenant and agreement with the City, in a form approved by the City Attorney, setting forth the requirements of this Section of the Agreement. If an Owner does not elect to continue using an existing groundwater well on its property for irrigation purposes only, then, upon Annexation, said Owner shall first offer to transfer ownership of the groundwater well on their property to the City, subject to the City’s approval and in a form approved by the City Attorney, and, if the City elects to not accept the well, Owner shall either destroy or cap the groundwater well in accordance with City and applicable County Environmental Health standards and requirements and to the satisfaction of the City Utilities Director and the County Environmental Health Department. Future use of any groundwater wells that are capped pursuant to this Section of the Agreement is subject to the City’s approval.

4. Removal of Package Plant and Other Infrastructure. After Annexation and following connection to City services, Owners shall remove the package plant and other related infrastructure existing within the Annexation Property and operated by the Fiero Lane Water Company, as set forth in Exhibit E, in accordance with all applicable laws, regulations, and rules. Upon Annexation and completion of removal of the package plant and related infrastructure, the Fiero Lane Water Company will no longer operate or provide water or wastewater services within the Annexation Property.

5. Urban Services. Upon Annexation and upon City's acceptance of the Required Improvements and the Owners' satisfactory completion of all conditions of approval of the Annexation, the Annexation Property shall be entitled to the full range of City services, including without limitation, water service, sewer service, police and fire protection, and general government services, some of which are described below in more detail, and the Association shall cease operating within the Annexation Property except as to any improvements not accepted by the City. For example, the Association may, but is not obligated to, remain in existence in the form of an architectural review committee, though any such committee would not in any way supersede or replace the authority of the City's Architectural Review Committee. Except as expressly provided in this Agreement, future development within the Annexation Property shall be subject to all laws, policies, rules, and regulations of the City, including but not limited to the payment of development impact fees and any policies, rules, or regulations contained in the Area Plan. Existing development within the Annexation Property as of the effective date of this Agreement shall not be obligated to pay any development impact or connection fees except as expressly provided herein.

6. Water Services. Upon Annexation and upon City's acceptance of the Required Improvements, not to be arbitrarily withheld, and the Owners' satisfactory completion of all conditions of approval of the Annexation, the Fiero Lane Water Company shall cease providing water service to the Annexation Property and the City shall provide water services, including without limitation fire protection services, subject to the same laws, rules, and fees applicable to other new users in the City under similar circumstances. The Owners shall be responsible for the costs of connection to the City water system.

7. Sewer Service. Upon Annexation and upon City's acceptance of the Required Improvements, not to be arbitrarily withheld, and the Owners' satisfactory completion of all conditions of approval of the Annexation, the Fiero Lane Water Company shall cease providing sewer service to the Annexation Property and the City shall provide sanitary sewer service to the Annexation Property upon request of the Association subject to the same laws, rules, regulations and fees applicable to other new users in the City under similar circumstances. The Owners shall pay the costs of connection to the City sewer system.

8. Acceptance of Offers of Dedication and Easements. The Owners shall offer for dedication to the City (i) all streets, roadways, sidewalks, curbs, gutter, drainage improvements, water lines, and sewer lines and other similar improvements as depicted on Exhibits E and F attached hereto ("Public Improvements"); and (ii) all Required Improvements. Concurrent with Annexation, the City will accept said offers of dedication and shall thereafter be responsible for the maintenance, repair, and replacement of the accepted Public Improvements and Required Improvements. Concurrent with Annexation, Owners shall grant easements to the City, in a form approved by the City Attorney, for the sewer mains not included within the offers of dedication as identified in Exhibit E and shall extinguish any easements, rights, or title to said sewer mains that may be held by any other parties, such as the Fiero Lane Water Company.

9. Traffic Impact Fees. Owners shall make a payment of \$1,000,000 to fulfill the Annexation Property's participation in the City's Citywide Transportation Impact Fee program (TIF) and/or other area transportation improvement reimbursement obligations ("Traffic Impact

Fee Payment”). The Traffic Impact Fee Payment is based upon the existing and future buildable development area and intensity on each of the lots within the Annexation Property as approved by the County, up to a total of 680,000 square feet of building floor area within the Annexation Property as depicted in Exhibit D attached hereto, which describes the maximum square footage of building floor area for each lot within the Annexation Property, as previously approved by the County as of the date of this Agreement. The Traffic Impact Fee Payment does not include development of the PSHH Property. There shall be no additional traffic impact fees or fees or requirements for off-site traffic improvements, except for the Required Improvements, required for new development on any lot within the Annexation Property, so long as development remains within the building floor area and development intensity approved by the County for each lot as depicted in Exhibit D, up to a cumulative total of 680,000 square feet. Additional building floor area or intensities proposed beyond that approved by the County for each lot, as depicted in Exhibit D would be subject to the then applicable TIF.

10. Development Impact Fees. Subject to the terms and conditions herein, Owners shall pay, at the time of Annexation, the water and sewer development impact fees in effect at the time of Annexation for all properties within the Annexation Property that are developed as of the effective date of the Annexation. For properties within the Annexation Property that are undeveloped at the time of Annexation, as more particularly described in Exhibit I, Owners shall pay all development impact fees, as defined in the City’s Municipal Code, that are in effect at the time of development and in accordance with the applicable City fee schedules and ordinance requirements in effect at that time, except as specifically provided in Section 9 above. These fees may be financed through land-based financing or other equivalent means under terms outlined and negotiated during the financing of said fees.

11. General Plan/Area Plan/Zoning. Upon Annexation, (i) the General Plan designation for the Annexation Property will be Services and Manufacturing; (ii) the Annexation Property will be subject to the Area Plan; and (iii) the City Zoning designation for the Annexation Property will be Service-Commercial Specific Plan (C-S-SP) .

12. Existing and Future Development. Upon Annexation, the Annexation Property may be developed subject to the same policies and property development standards applied to other properties in the City under similar circumstances including, but not limited to, the General Plan, the Area Plan, and other applicable provisions of the City Municipal Code and state laws.

Existing legal uses on the Annexation Property shall be allowed to continue in accordance with Chapter 17.10 of the City Zoning Regulations. Change of ownership, tenancy, or management of a nonconforming use shall not affect its legal, nonconforming status unless the use is discontinued pursuant to the aforementioned Chapter 17.10.

Addition of new structures within the Annexation Property requiring new connection to City water or sewer service, or modification to or conversion of use of structures existing as of the date of Annexation, that exceed the capacity of existing wastewater and water systems, shall be considered new development. In all events, the Annexation Property and each lot therein shall be maintained in compliance with the applicable rules of the Area Plan and other laws or regulations as provided in the City Municipal Code under similar circumstances.

12.1 Non-Conforming Use (Government). Pursuant to the Area Plan, after annexation into the City, the Zoning District for the Annexation Property will be Commercial Services (C-S). Under the Area Plan, an Office-Government use is not an allowed use in the C-S zoning. Lots ___ (“Non-Conforming Lots”) of the Annexation Property are currently operating with a use that fall under the City’s Office-Government land use type and, therefore, such use upon annexation shall be considered a non-conforming use as defined in Chapter 17.94 of the City Municipal Code. As part of the annexation process and as a condition of this Agreement, the City Council shall concurrently consider an Ordinance pertaining to the Annexation Property authorizing the Community Development Director to support the continuation of this non-conforming use by enabling the Community Development Director to make the following determinations, as may be requested by the Owners in the future:

(i) that the ceasing of an “Office-Government” use on the Non-Conforming Lots for “a continuous 12 months” shall not be deemed to prohibit another non-conforming use on the Non-Conforming Lots so long as such non-conforming use is an “Office-Government” use; and/or

(ii) that the existing use or subsequent non-conforming uses may be replaced with an “Office-Government” use as long as the new use has similar or less severe impacts on its surroundings in terms of noise, traffic, parking demand, hours of operation, and visual incompatibility compared to the immediate prior use, as determined by the Director pursuant to Chapter 17.108 of the City Municipal Code, with the exception of Section 17.108.020 which shall not limit the application of this Section of this Agreement.

This Section 12.1 and the Ordinance contemplated herein shall apply only to the Non-Conforming Lots and not the remainder of the Annexation Property nor to any other uses that may be non-conforming on any properties within the Annexation Property.

13. Compliance with City Standards. Upon Annexation, the Annexation Property will be subject to the same rules, regulations, laws, fees, and taxes unless otherwise agreed to herein that would be applied to other properties, residences, businesses, and customers in the City under similar circumstances including, but not limited to, the Building Code, Fire Code, Zoning Regulations, the Area Plan, environmental regulations including the California Environmental Quality Act, fees, taxes (including business taxes and utility user taxes), and other provisions of the City Municipal Code and state laws. Existing permits issued by the County of San Luis Obispo shall not be subject to any additional requirements, conditions, or fees by City except as otherwise stated herein.

14. Building Limitations. The parties acknowledge that the County of San Luis Obispo, through conditions of approval or otherwise, has imposed building area limitations on the Annexation Property and certain portions thereof. Upon Annexation, building standards, coverage, restrictions and restraints applicable to the Annexation Property shall be as provided by the City Municipal Code, the Area Plan, the City Charter, and the City General Plan, as may be amended from time to time, and any County-imposed building area limitations, including without limitation those imposed by the conditions of approval for subdivision or development within the Annexation Property, will no longer apply. Notwithstanding the foregoing, the parties acknowledge that limitations, conditions, and mitigation measures may be imposed on the Annexation Property and its existing or future development as required by applicable City

ordinances, the Area Plan, the City Charter, the City General Plan, and/or state and federal law, including but not limited to the California Environmental Quality Act.

15. Property Improvements. At the time of development, it shall be the responsibility of the Owners to install and/or pay for improvements and fees, which may be required by permit, law, rule, or regulation.

16. Term of Agreement. The term of this Agreement shall begin upon the Effective Date. The Agreement shall remain in effect until modified or terminated by mutual consent of the Parties. In the event that Owners withdraw the Annexation Application or approval of the Annexation is not granted by LAFCO or the City Council for any reason whatsoever, this Agreement shall terminate and have no force and effect, as if it had never been entered into by the Parties, except that obligations contained in Section 18 regarding Defense and Indemnity shall survive termination.

17. Payment of Costs and Expenses. The Owners agree to pay for any and all reasonable costs and expenses related to the Annexation of the Annexation Property into the City's municipal boundaries, including, but not limited to, all of the City's administrative fees, consultant fees, filing fees, planning fees, engineering fees, attorney's fees, surveying fees, inspection fees, construction costs, conditions of approval and mitigation measures, and all actions contemplated herein. The City estimates that the costs and expenses under this Section 17 will be _____. Owners acknowledge and agree that this is an estimate only and subject to change.

18. Defense and Indemnity. Owners agree to indemnify, defend, and hold harmless the City and its officers, officials, agents, employees, and volunteers against any and all liability, claims, actions, causes of action, or demands whatsoever against any of them arising out of or connected with the Annexation, the Annexation Application, or this Agreement, including without limitation the construction or removal of any Required Improvements, whether or not caused in part by the City, except City's sole negligence or willful misconduct. The obligations contained in this Section shall survive termination of this Agreement.

19. Successors, Heirs and Assigns. This Agreement shall bind and inure to the benefit of the successors, heirs, assigns, and personal representatives of the Parties.

20. Notices. Any notice which any party may or is required to give shall be given by personal service or by depositing such notice with the U.S. Postal Service, postage pre-paid, to the mailing address given below the signature line, or at such other place as may be designated by the party in writing from time to time. Notice shall be effective upon the date of personal delivery or three (3) days after date of mailing.

21. Governing Law. This Agreement shall be governed and construed by in accordance with the laws of the State of California. In the event that suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the courts of the County of San Luis Obispo, State of California.

22. Attorney's Fees. If any of the Parties hereto incurs attorneys' fees in order to enforce, defend, or interpret any of the terms, provisions, or conditions of this Agreement or because of a breach of this Agreement by the other Party, the prevailing Party, whether by suit, negotiation, arbitration, or settlement will be entitled to recover reasonable attorneys' fees from the other Party or Parties

23. Waiver. Waiver by one party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement.

24. Counterparts and Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original but together will constitute one agreement. By signature below, the person or persons executing this Agreement on behalf of the Parties warrants and represents that they have the authority to execute this Agreement on behalf of the respective Party and has the authority to bind the Party to the performance of its obligations hereunder.

[Signature Page Follows]

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

“CITY”

City of San Luis Obispo

By: _____
Print Name: _____
Title: _____
Address: _____

“OWNERS”

Association:

East Airport Park Association,
a California nonprofit corporation

By: _____
Print Name: _____
Title: _____
Address: _____

Senn-Glick:

By: _____
Print Name: _____
Title: _____
Address: _____

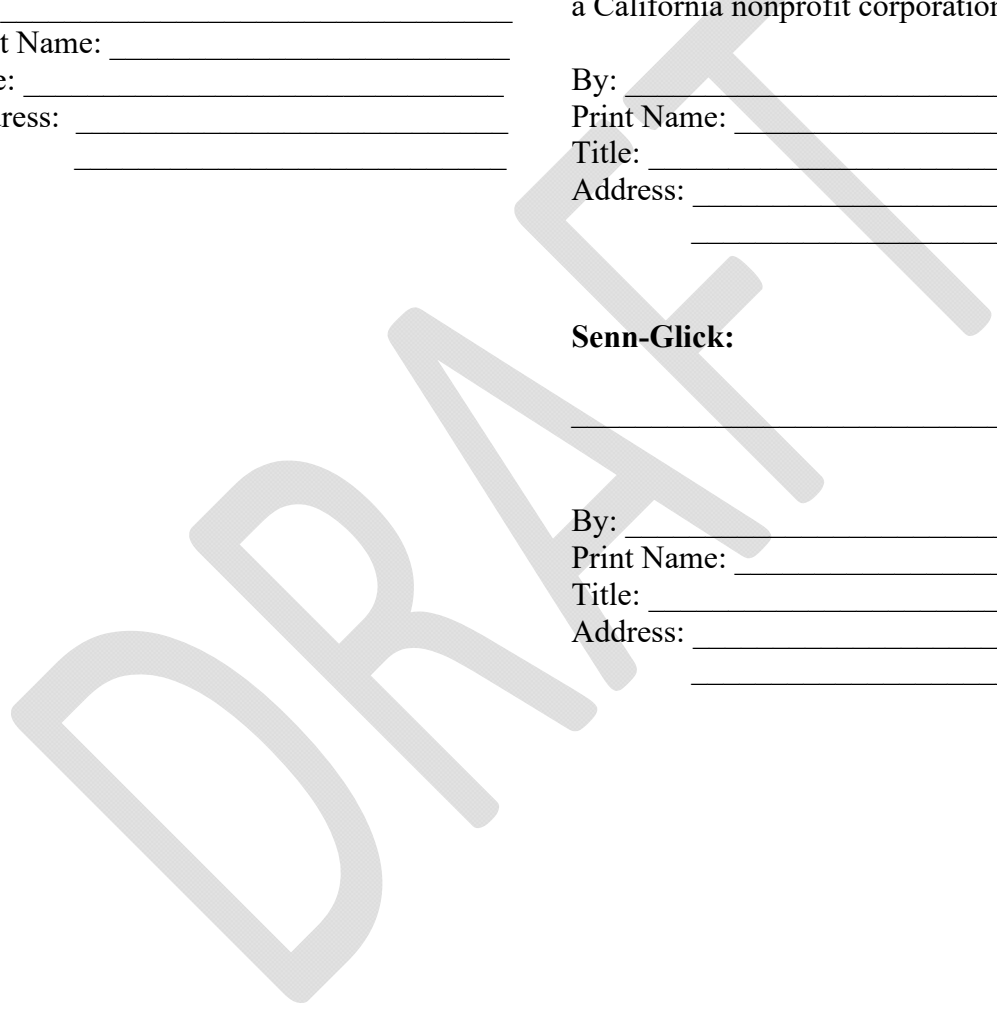


Exhibit A
Association Property

DRAFT

EXHIBIT A
ANNEXATION NO. ___ TO THE CITY OF SAN LUIS OBISPO
LEGAL DESCRIPTION

That real property in the County of San Luis Obispo, State of California, more particularly described as follows:

Beginning at the most southerly corner of Annexation No. 78 to the City of San Luis Obispo being a point on the southeasterly line of Farm House Lane; thence along the boundary of said Annexation No. 78 the following two courses

1. North 53°13'55" East, 98.84 feet; thence
2. along the arc of a tangent curve to the right having a radius of 370.00 feet, through a central angle of 20°21'59", for an arc length of 131.52 feet; thence
3. continuing along the arc of a tangent curve to the right, also being the southerly right of way of Farm House Lane having a radius of 370.00 feet, through a central angle of 16°19'22", for an arc length of 105.41 feet; thence
4. North 89°55'16" East, 418.92 feet; thence
5. along the arc of a tangent curve to the right having a radius of 470.00 feet, though a central angle of 8°44'18", for an arc length of 71.68 feet; thence
6. South 81°16'57" East, 84.85 feet; thence
7. along the arc of a tangent curve to the left having a radius of 530.00 feet, though a central angle of 14°22'36", for an arc length of 132.99 feet; thence
8. North 84°20'27" East, 325.78 feet to the east line of Tract 2368 as shown on the map filed in Book 28 of Maps at Pages 56 through 61, inclusive; thence along the boundary lines of said Tract 2368
9. South 00°06'06" East, 414.56 feet; thence
10. North 70°17'23" East, 381.55 feet; thence
11. South 59°32'56" East, 901.58 feet; thence
12. South 28°55'47" West, 1349.08 feet; thence

13. North 61°04'24" West, 551.47 feet; thence
14. North 00°05'03" East, 376.71 feet; thence
15. South 89°44'28" West, 513.98 feet to the northeasterly right-of-way of State Highway 227; thence along said northeasterly right-of-way
16. North 37°33'31" West, 446.56 feet to the southwesterly corner of the property described in the deed to the County of San Luis Obispo recorded December 3, 1991, in Volume 3792 of Official Records of said County at Page 897; thence continuing along said northeasterly right-of-way
17. North 37°31'48" West, 230.25 feet; thence
18. North 37°34'57" West, 94.52 feet; thence
19. along the arc of a non-tangent curve to the right having a radius of 35945.00 feet, through a central angle of 00°50'01", the radius point of which bears North 52°26'16" East, for an arc length of 522.90 feet; thence
20. North 36°44'58" West, 55.83 feet to the easterly boundary of Annexation #53 to the City of San Luis Obispo; thence leaving said Highway 227 right-of-way and along said easterly boundary
21. North 00°16'34" West, 66.19 feet to the **Point of Beginning**.

The above described property contains 56.09 acres of land, more or less.

* * *



Michael B. Stanton, PLS5702

Date

Exhibit B
Senn-Glick Property

DRAFT

EXHIBIT B
ANNEXATION NO. ___ TO THE CITY OF SAN LUIS OBISPO
LEGAL DESCRIPTION

That real property in the County of San Luis Obispo, State of California, more particularly described as follows:

Commencing at the most southerly corner of Annexation No. 78 to the City of San Luis Obispo being a point on the southeasterly line of Farm House Lane; thence along the boundary of said Annexation No. 78 the following three courses North 53°13'55" East, 98.84 feet; thence along the arc of a tangent curve to the right having a radius of 370.00 feet, through a central angle of 20°21'59", for an arc length of 131.52 feet; thence North 16°24'14" West, 60.00 feet to the northwest line of Farm House Lane to the **Point of Beginning**; thence

1. along the arc of a non-tangent curve to the left having a radius of 212.00 feet, through a central angle of 24°08'00", the radius point of which bears South 70°17'17" West, for an arc length of 89.30 feet; thence
2. along the arc of a compound curve to the left having a radius of 15.00 feet, through a central angle of 37°55'17", for an arc length of 9.93 feet; thence
3. along the arc of a tangent reverse curve to the right having a radius of 70.00 feet, through a central angle of 81°40'54", for an arc length of 99.79 feet; thence
4. North 00°05'05" West, 99.52 feet; thence
5. South 89°54'55" West, 64.22 feet to the easterly boundary line of Annexation No. 53 to the City of San Luis Obispo; thence along said easterly line the following two courses
6. North 00°00'08" West, 100.06 feet; thence
7. North 00°20'12" West, 333.92 feet to the northwest corner of Lot E of the Rodriguez Tract as shown on the Record of Survey filed in Book 78 of Licensed Surveys at Page 33, Records of said County; thence along the boundary lines of said Lot E and Lot G of said Rodriguez Tract the following three courses
8. North 89°49'40" East, 332.99 feet; thence
9. South 89°55'29" East, 332.99 feet; thence

10. South $00^{\circ}07'59''$ East, 665.59 feet to the north line of Tract 2368 also being the north line of Farm House Lane as shown on the map filed in Book 28 of Maps at Pages 56 through 61, inclusive; thence along the boundary lines of said Tract 2368
11. North $89^{\circ}58'42''$ West, 365.04 feet; thence
12. along the arc of a tangent curve to the left having a radius of 430.00 feet, through a central angle of $16^{\circ}19'23''$, for an arc length of 122.50 feet to the **Point of Beginning**.

The above described property contains 9.69 acres of land, more or less.

* * *



Michael B. Stanton, PLS5702

Date

Exhibit C
Annexation Area

DRAFT

EXHIBIT C
ANNEXATION NO. ___ TO THE CITY OF SAN LUIS OBISPO
LEGAL DESCRIPTION

That real property in the County of San Luis Obispo, State of California, more particularly described as follows:

Beginning at the most southerly corner of Annexation No. 78 to the City of San Luis Obispo being a point on the southeasterly line of Farm House Lane; thence along the boundary of said Annexation No. 78 the following eight courses

1. North 53°13'55" East, 98.84 feet; thence
2. along the arc of a tangent curve to the right having a radius of 370.00 feet, through a central angle of 20°21'59", for an arc length of 131.52 feet; thence
3. North 16°24'14" West, 60.00 feet to the northwest line of Farm House Lane; thence
4. along the arc of a non-tangent curve to the left having a radius of 212.00 feet, through a central angle of 24°08'00", the radius point of which bears South 70°17'17" West, for an arc length of 89.30 feet; thence
5. along the arc of a compound curve to the left having a radius of 15.00 feet, through a central angle of 37°55'17", for an arc length of 9.93 feet; thence
6. along the arc of a tangent reverse curve to the right having a radius of 70.00 feet, through a central angle of 81°40'54", for an arc length of 99.79 feet; thence
7. North 00°05'05" West, 99.52 feet; thence
8. South 89°54'55" West, 64.22 feet to the easterly boundary line of Annexation No. 53 to the City of San Luis Obispo; thence along said easterly line the following two courses
9. North 00°00'08" West, 100.06 feet; thence
10. North 00°20'12" West, 333.92 feet to the northwest corner of Lot E of the Rodriguez Tract as shown on the Record of Survey filed in Book 78 of Licensed Surveys at Page 33, Records of said County; thence along the

boundary lines of said Lot E and Lot G of said Rodriguez Tract the following three courses

11. North 89°49'40" East, 332.99 feet; thence
12. South 89°55'29" East, 332.99 feet; thence
13. South 00°07'59" East, 665.59 feet to the north line of Tract 2368 also being the north line of Farm House Lane as shown on the map filed in Book 28 of Maps at Pages 56 through 61, inclusive; thence along the boundary lines of said Tract 2368
14. South 89°59'12" East, 334.32 feet; thence
15. South 00°06'00" West, 21.78 feet; thence
16. North 84°19'05" East, 221.82 feet; thence
17. North 84°22'29" East, 111.28 feet; thence
18. South 00°52'38" East, 10.49 feet; thence
19. South 00°06'06" East, 464.56 feet; thence
20. North 70°17'23" East, 381.55 feet; thence
21. South 59°32'56" East, 901.58 feet; thence
22. South 28°55'47" West, 1349.08 feet; thence
23. North 61°04'24" West, 551.47 feet; thence
24. North 00°05'03" East, 376.71 feet; thence
25. South 89°44'28" West, 513.98 feet to the northeasterly right-of-way of State Highway 227; thence along said northeasterly right-of-way
26. North 37°33'31" West, 446.56 feet to the southwesterly corner of the property described in the deed to the County of San Luis Obispo recorded December 3, 1991, in Volume 3792 of Official Records of said County at Page 897; thence continuing along said northeasterly right-of-way
27. North 37°31'48" West, 230.25 feet; thence

28. North 37°34'57" West, 94.52 feet; thence
29. along the arc of a non-tangent curve to the right having a radius of 35945.00 feet, through a central angle of 00°50'01", the radius point of which bears North 52°26'16" East, for an arc length of 522.90 feet; thence
30. North 36°44'58" West, 55.83 feet to the easterly boundary of Annexation #53 to the City of San Luis Obispo; thence leaving said Highway 227 right-of-way and along said easterly boundary
31. North 00°16'34" West, 66.19 feet to the **Point of Beginning**.

The above described property contains 67.52 acres of land, more or less.

* * *



Michael B. Stanton, PLS5702

Date

Exhibit D

Development Information and Allocation

DRAFT

East Airport Commerce Park and Senn Glick Annexation
Property Development Information

Updated January 2020

Exhibit Lot #	Property Size (acres)	Assessor Parcel Number (APN)	Primary Property Address	Property Owner	Building Development In Process- Under Construction (SF)	Building Development Existing (SF)	Tract/ CUP/ Development Allotment (SF)	Allotment SF Remaining	Development Status, December 2019
A	5.08	076-511-038	1146 Farmhouse Lane	Farmhouse Development LLC		20,000			Built
B	2.59	076-511-039	1160 Farmhouse Lane	Cagliero Lorraine Tre Etal					Undeveloped
C	2.06	076-511-040	1160 Farmhouse Lane	Cagliero Lorraine Tre Etal					Undeveloped
Senn/Glick	9.73	Totals			0	20,000	180,000	160,000	
D	1.11	076-512-001	1025 Farmhouse Lane	J & R Properties, LLC		12,472	12,475	3	Built
E	1.01	076-512-002	1051 Farmhouse Lane	Salvo Beach, LLC			11,351	11,351	Undeveloped
F	1.01	076-512-003	1075 Farmhouse Lane	Onsorc Investments LLC		11,350	11,351	1	Built
G	1.03	076-512-004	4675 Allene Way	Dewar Family Trust (Kenneth & Sandra Dewar)			11,576	11,576	Undeveloped
H	1.08	076-512-005	1133 Farmhouse Lane	Maino Construction		11,932	12,138	206	Built
I	1.19	076-512-006	4720 Allene Way	Maino Construction		13,076	13,374	298	Built
J	1.03	076-512-007	4740 Allene Way	Allene Way, LLC		9,474	11,576	2,102	Built
K	1.12	076-512-042	1167 Farmhouse Lane	Burke Family Trust			12,587	12,587	Undeveloped
L	1.33	076-512-041	1193 Farmhouse Lane	Burke Family Trust			14,947	14,947	Undeveloped
M	1.36	076-512-043	none assigned	Burke Family Trust			15,284	15,284	Undeveloped
N	0.97	076-512-039	4750 Allene Way	SLO, LLC	9,783		10,901	1,118	In bldg. permit review. County approved use: DRC2019-00219
O	1.32	076-512-040	1140 Kendall Road	Kendall Road, LLC		14,679	14,835	156	Built
P	1.75	076-512-037	1180 Kendall Road	Lot 11 EAP, LLC		19,706	19,667	(39)	Built
Q	1.28	076-512-038	1220 Kendall Road	James Pankey Tre Etal		14,388	14,385	(3)	Built
R	2.51	076-512-012	1250 Kendall Road	PG&E		10,800	28,209	17,409	Built
S	1.80	076-512-028	1275 Prospect Street	NKT Properties, LLC					Wastewater facility
T	1.51	076-512-029	1251 Prospect Street	Dirt Clod Industries		6,366	16,970	10,604	Built
U	2.26	076-512-015	1201 Prospect Street	JLK Commercial, LLC		25,067	25,399	332	Built
W	1.00	076-512-035	4875 Morabito Place	Farm Bureau of San Luis Obispo County		2,998	11,238	8,240	Built
V	1.41	076-512-036	1175 Prospect Street	Ewing Irrigation Products, Inc.		10,500	15,846	5,346	Built
X	2.33	076-512-017	4855 Morabito Place	D3KS-elph		25,998	26,186	188	Built
Y	1.32	076-512-031	none assigned	Western Trans Logistics LLC			14,835	14,835	Undeveloped
Z	2.54	076-512-032	1255 Kendall Road	Family Care Network		28,531	28,546	15	Built
AA	5.26	076-512-030	4800 Morabito Place	Marchem Real Estate Group		46,396	59,114	12,718	Built
BB	1.50	076-512-033	4805 Morabito Place	L. Gregorio		see CC	16,858		County approved:
CC	2.53	075-512-022, -034	1109 Kendall Road	L. Gregorio		45,270	28,433	21	SUB2016-00009
DD	1.01	076-512-023	n/a	NKT Properties, LLC					stormwater basin
EE	1.65	076-512-024, 511-025	1060 Kendall Road	Peoples' Self-Help Housing	23,665		30,000	6,335	In bldg. permit review. County approved use DRC2018-00131
FF	2.25	076-512-025	4725 Allene Way	Dr. Adam G Nielsen	25,025		25,287	262	Under construction
GG	1.11	076-512-026	n/a	NKT Properties, LLC					stormwater basin
EACP	48.58	Totals			58,473	309,003	513,367	204,364	

Exhibit E
Required Improvements

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Exhibit E

Required Improvements

Section 1. Utilities Infrastructure Improvements and Testing Requirements:

System Improvements:

Public Water system:

1. Extend Terrace Pressure Zone from the intersection of Broad and Fuller to the project area without the use of a booster pump station.
2. Reconstruct the water system piping at the intersection of Broad and Fuller with a new pressure reducing station, PLC, and telemetry, such that the extension of the Terrace Zone can be monitored from SCADA for flow rates and pressures on the distribution system. The existing pressure reducing station can be used, but will need to be rehabilitated to meet the monitoring objectives for pressures and flow rates.
3. All buildings impacted by the increased pressure as a result of the potable water zone extension shall be provided with individual pressure reducing valves per the California Building Code.
4. Separations between water to sewer or recycled water mains shall meet the City Standards. Undisinfected treated wastewater mains (3-Water) shall be abandoned to meet the separation criteria where applicable.
5. All fire hydrant outlet dimensions and threading shall comply with City Standards. This condition can be met by modifying the existing hydrants if feasible
6. Install a temporary double check assembly near the northwest corner to flush the water mains and transition into the new water supply.
7. Install a permanent reduced pressure detector assembly (RPDA) at the point of connection from the City's water main along Broad and the existing recycled water system along Farmhouse Lane, if the potable water is needed to feed the irrigation main and services.
8. Air-release valves shall meet Engineering Design Standards.

Public Recycled Water system:

9. Provide frontage improvements, per Engineering Standards, along the western edge of the project frontage using an 8" recycled water main (approximately 1,380-ft of main). ("Frontage Improvements") at a cost to Owners not to exceed \$300,000. If the Frontage Improvements provided by Owners do not result in supplying recycled water to the Annexation Property by January 1, 2026, the City will complete the Frontage Improvements to provide recycled water to the Annexation Property. In lieu of the Frontage Improvements, the applicant can choose to build improvements for construction of an 8" recycled water main along Broad Street from Tank Farm Road to Aerovista (approximately 2,100-feet) with an alignment to the satisfaction of the Utilities Director ("Broad Street Line"). If the Owners build the Broad Street Line and spend in excess of \$300,000(i) the City agrees to enter into a reimbursement agreement with all new

development within the Airport Area Specific Plan, except for properties included within the Annexation Property, to reimburse Owners for all costs incurred in installing the Broad Street Line; or (ii) if the Owners have not been reimbursed for the cost in excess of \$300,000 of constructing the Broad Street Line by January 1, 2026, the City will reimburse Owners for such costs as part of its capital improvement program. City checking and inspection fees will be waived for the construction of the proposed pipeline.

10. Existing recycled water mains need to be Class 350 Ductile Iron Pipe with exterior and interior coatings.

Public Sewer system:

11. All sewer mains for the collection system shall be in the public roads. Sewer mains running through easements shall be provided with an all-weather access road. Revisions to the title documents for easements to be transferred to the City for by the public utilities shall be made and processed by the applicant, which includes the west 10-feet of Lot 2 (Parcel SS1) and Lot 25 (Parcel SS2) and the south 10-feet of Lot 25 (Parcel SS2) .
12. The five sewer manholes not sealed for root intrusion shall be sealed with a polyurethane coating per the 2018 Engineering Standards.
13. Applicant shall provide a financial assurance in the event the Fiero Annexation triggers the need for relocation of the wastewater treatment plant. A relocation plan needs to be reviewed and approved through the public improvement plan review process if the infrastructure will be within City limits.
14. Any industrial waste dischargers in the East Airport Annexation Area will be required to meet all Municipal Code requirements prior to discharging to the City's wastewater collection system.

Public Water System Inspections and acceptance testing:

15. Applicant shall reimburse the City for flushing of system, and all bac-t testing for acceptance.

Public Sewer System Inspections and acceptance testing:

16. Applicant to provide CCTV inspection of sewer mains.
17. Applicant shall make repairs need to be made to any root intrusions or deficiencies identified by the City in the CCTV inspection in accordance with PACP Sewer Inspection Standards.

Parcel Improvements:

Private Domestic Water Service:

18. Applicant shall provide service line identification of the lateral extending from the main and the type of valves provided in the meter box.
19. Fire service lines shall be equipped with RPDA.

20. All water meters are to be purchased, replaced, and installed by East Airport per City Standards after the systems is flushed, disinfected, and approved by the Utilities Director. The water services shall be equipped with RP-Backflow device per the 2018 Engineering Standards.

Private Recycled Water Service:

21. All services will be equipped with RP-Backflow device if potable water is used for irrigation services. After recycled water is available, the RP-Backflow device can be changed out with an irrigation pressure reducer and wye strainer.
22. Recycled water users will need to apply for a recycled water services in accordance to the City Standards, and Procedures for Recycled Water Use.
23. Additional signage for non-potable water will need to be installed after recycled water is available.
24. Any existing graywater systems need to be re-certified through the City's building permit to ensure overflow runoffs are not discharged into the sewer system.

Private Sewer Lateral Service:

25. Applicant to provide CCTV inspection of sewer laterals.
26. Repairs need to be made to any root intrusions or deficiencies identified by the City in the CCTV inspection in accordance with PACP Sewer Inspection Standards.
27. No private lift stations will exist within the annexed parcels.
28. Applicant will identify any sewer easements on the topographic map. Where provide sewer laterals are crossing parcel boundaries, applicant shall provide a lateral maintenance agreement between the effected parties.

Private Refuse Service:

29. New trash enclosures need to have space for three waste streams: trash, recycling, and organics.
30. Trash enclosures surface runoff that drains into the sewer system shall be disconnected and drained into a bioswale.

Section 2. Public Works Infrastructure Improvements:

31. Street name signs to be upgraded from private to City Engineering Standard color, font, block references, etc. Confirm whether any private street names will exist and will require the public/private sign interface. Review whether an upgrade to punch posts will be required.
32. Hydrants shall be upgraded to City Engineering Standards to accommodate the current Fire Department standard hose connection of 4 ½". Utilities to confirm whether an alteration is acceptable or if replacement hydrants will be required. Hydrants with inadequate clearances above the sidewalk will require an additional pool to provide

minimum clearances. Shear bolts need to be verified with correct inverted placement at all hydrant locations.

33. Repainting of red curbs at all hydrant locations is required where existing red curbs are deficient. Red curb painting is required for a 30 linear feet (15 feet on either side of the hydrant). Transportation shall clarify whether red curb painting will be required at any intersections as needed to maintain adequate sight lines. Final verification of hydrant reflectors will be required.
34. Type 2 slurry shall be applied to all existing roadways. Following application of Type 2 slurry, placement of signing, striping, pavement stop bar marking, and in-street hydrant reflectors shall be completed. .
35. Portions of the existing private storm drain system will become public upon annexation. Publicly owned storm drain system lie within the roadways. Private storm drain systems on private property will remain private. The existing basin will remain private.
36. The City completed a sidewalk and curb ramp infrastructure evaluation (Exhibit E, Attachment 1 Sidewalk and Curb Ramp Evaluation). The applicant is required to replace curb ramps identified as 6, 7 and 11 and provide truncated domes for all existing curb ramps prior to annexation. The applicant is required replace sidewalks identified in Exhibit E, Attachment 1 (Sidewalk and Curb Ramp Evaluation) excluding identified minor cracking.
37. Existing access roadways into the County are dirt or gravel and appear to be the main generator of silt and mud into the roadway. Provide and maintain stormwater BMP that eliminates silt and mud track out into the roadway.
38. The existing Food Bank building drainage system encroaches into the future public right of way. The applicant shall remove the private storm drain systems within the future public right of way or enter into an Encroachment Agreement with the City.
39. An Encroachment Agreement for the automatic gate push button pedestal located within the sidewalk and serving Flying Caballos Ranch shall be required.
40. An upgrade to any street end barricades with reflectors will be required.
41. Existing BMPs located on back of sidewalk at 1251 Prospect and 1250 Kendall shall be maintained to mitigate potential tripping hazards due to the elevation of the sidewalk above the BMPs. This may be accomplished by installing a barrier at the back of sidewalk, or similar effective measures as approved by the Public Works Director.

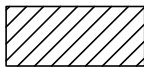
Exhibit F
Offer of Dedication

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EXHIBIT "F" OFFER OF DEDICATION



SCALE: 1" = 400'



OFFER OF DEDICATION FOR STREETS, ROADWAYS, SIDEWALKS, CURBS, GUTTERS, DRAINAGE IMPROVEMENTS, WATER LINES AND SEWER LINES CONTAINED THEREIN.

NOTE: EASEMENT AGREEMENTS FOR SEWER LINES AND DRAINAGE IMPROVEMENT NOT WITHIN DEDICATION AREA SHOWN WILL BE PROVIDED UNDER SEPARATE DOCUMENT.

N:\2012\12-036 East Airport Commerce Park Lots 11-17, 21-24, 26\c3d2013\12-036.1 EACP Annexation Roads.dwg, 8.5X11 EXH, Sep 19, 2019 12:42pm, Irichardson



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September 19, 2019

JOB #12-036