



PLANNING COMMISSION STAFF REPORT

TO: Honorable Chair & Planning Commission **DATE:** December 14, 2016

FROM: Bruce Buckingham, Community Development Director

PREPARED BY: Lilly Rudolph, Contract Planner

SUBJECT: Development Application 15-18 - Request for 1) a General Plan Amendment from Retail and Commercial Services to Central Business – Mixed Use, 2) Zone Change from Retail Commercial (RC) to Central Business Open (CBO), and 3) a Development Permit and Use Permit to construct a 13-unit apartment complex and two live/work units located at 1400 Ramona Avenue

RECOMMENDATION

Staff recommends that the Planning Commission adopt the Resolutions recommending that the City Council approve Development Application 15-18 and 1) adopt the Mitigated Negative Declaration; 2) approve an amendment to the General Plan to amend the land use designation from Retail and Commercial Services to Central Business – Mixed Use; 3) approve an amendment to the Zoning Map from Retail Commercial (RC) to the Central Business Open (CBO) zone; and 4) approve Development Permit 15-18 for a 13-unit apartment complex and two live/work units located at 1400 Ramona Avenue.

EXECUTIVE SUMMARY

The applicant is requesting approval of a General Plan amendment from Retail and Commercial Services to Central Business – Mixed Use and a zone change from the Retail Commercial (RC) zone to the Central Business Open (CBO) zone for a 30,000 square foot (0.69 acre) net (43,475 square foot [0.99 acre] gross) site located at the southeast corner of North 14th Street and Ramona Avenue. The General Plan amendment and rezone would facilitate development of a 13-unit apartment complex and two live/work units. The proposed gross residential density of 15 units per acre would be consistent with the density standards of the Central Business – Mixed Use designation; the residential and live/work units are permitted in the CBO zone with approval of a Use Permit. To accommodate the required number of parking spaces, the applicant is proposing to share 12 parking spaces with an adjacent retail commercial establishment (Auto Zone) located at 1401 West Grand Avenue.

A Mitigated Negative Declaration (MND) has been prepared pursuant to Section 21080 of the CEQA Guidelines for the proposed project, which identifies potential impacts to aesthetics and air quality. These potentially significant impacts would be avoided with the implementation of mitigation measures, as discussed in the MND.

If the City Council approves the General Plan Amendment and Rezone, the proposed development would be generally consistent with the policies of the General Plan and Development Code standards. The City Development Code requires a minimum of 37 parking spaces for the proposed project, but allows parking reductions for multi-family residential

projects within 500 feet of a transit stop. The applicant is requesting a parking reduction of three spaces and 12 shared parking spaces with the adjacent commercial business, providing a total of 34 parking spaces. In order for the Planning Commission to consider recommending approval of the proposed 13-unit apartment complex, two live/work units, and General Plan Amendment and Zone Change, staff has prepared a detailed staff report that discusses all aspects of the project.

BACKGROUND

Existing Site Conditions

The proposed project is located on the southeast intersection of North 14th Street and Ramona Avenue, north of, and adjacent to, the commercial corridor along West Grand Avenue. The subject site is a rectangular, 30,000 square-foot (.69-acre net) corner lot that is mostly vacant and consists of predominately of ruderal/developed habitat. The adjacent retail establishment to the south (Auto Zone) leases approximately 9,150 square feet of the southern portion of the subject parcel for 14 parking spaces and vehicular access. However, the applicant has a shared parking agreement that allows the non-exclusive use of the 14 parking spaces.

A 10-foot wide strip along the eastern property line of the subject parcel is an easement for the mobile home park to the east, and portions of two mobile homes encroach into this easement. A 121'-6" x 20' asphalt strip runs east to west through the center of the site. The parcel is fairly level with an approximate 4% slope from north to south and is mowed regularly. The parcel is bound by multi-family and single family residential to the north, east, and west, with commercial development to the south (along West Grand Avenue).

Data Summary:

Owner/Applicant: Brad Forde

Existing General Plan Designation: Retail and Commercial Services

Proposed General Plan Designation: Central Business – Mixed Use

Existing Zoning: Retail Commercial (RC)

Proposed Zoning: Central Business Open (CB-O) Zone

Surrounding Zones & Existing Uses:

North: High Density Residential (R3); single-family residential units

South: Retail Commercial (RC); commercial retail development

East: Retail Commercial (RC); mobile home park

West: Central Business Open (CB-O); single-family residential units

Project Description

The proposed project consists of construction of four three-story buildings totaling 22,225 square feet. Building heights would range from 35'-9" and 39'-1". Approximately 4,872.5 square feet of landscaping is proposed, including approximately 150 square feet of total common open space.

Within the four buildings, the applicant is proposing thirteen (13) three-story, 1,058 square foot, 2-bedroom, 1-bath attached apartments. Each unit would have one 291.5 square foot, 1-car garage on the ground floor, and one 194 square foot roof top deck. Two (2) live/work units would contain 268 square feet of office space in addition to apartment units with configurations identical to the 13 residential units. A total of 34 parking spaces are proposed consisting of 15

single-car garages (one for each unit), seven (7) uncovered spaces, and 12 spaces shared with the neighboring Auto Zone.

The project also involves a General Plan Amendment from Retail and Commercial Services to Central Business – Mixed Use and a Rezone from Retail Commercial (RC) Central Business Open (CBO).

DISCUSSION

General Plan Consistency

The subject property is designated Retail and Commercial Services. The Retail and Commercial Services designation is intended to provide for a wide range of retail sales and personal services, including grocery stores, restaurants, beauty salons, dry cleaners, non-automobile repair shops, and home maintenance centers. Although primarily intended for commercial uses, the City may determine through a Use Permit that residential use would be appropriate at the Medium Density (6-9 DU/Acre) to provide a transition area into the surrounding residential areas.

The proposed high-density residential and live/work development is inconsistent with the uses and residential density of the Retail and Commercial Services designation. As such, the applicant is proposing a General Plan amendment to Central Business – Mixed Use. The project would comply with the residential density allowance of 20 units per acre allowed in the Central Business – Mixed Use designation.

The subject property is on the western edge of the Retail and Commercial Services area, adjacent to the Central Business – Mixed Use area. Changing the land use designation from Retail and Commercial Services to Central Business – Mixed Use would have no negative effect on the land use patterns of the area because the proposed designation would be compatible with the surrounding High Density Residential area to the north and the Retail and Commercial Services areas to the east and south. The properties to the west are designated Central Business – Mixed Use. The General Plan Amendment would extend the boundary of the Central Business – Mixed Use area to include one additional property to the east, resulting in a seamless transition.

The proposed development would be consistent with the intent of the Central Business – Mixed Use designation, which provides for the establishment of a pedestrian-oriented downtown core through the functional integration of retail, commercial services, restaurants, professional offices, civic, entertainment, and residential uses. In general, the ground floor of development should be occupied by retail shops, service businesses and professional offices, with the upper floors reserved for visitor accommodations, offices and dwellings. Because the subject property is in a transition area between high density residential to the north, pedestrian-oriented downtown to the west and auto-oriented large scale retail to the south and east, the proposed residential development would be appropriate for the site. Therefore, staff recommends that the Planning Commission support the General Plan Amendment.

Staff has reviewed the proposed project and evaluated its consistency with applicable General Plan policies. Staff has provided a brief summary for each policy indicating how the proposed project is consistent with the policies as an exhibit to the resolution (reference Attachment 4,

Exhibit B). However, there are six Land Use Element policies related to site design and use that warrant more detailed discussion as provided below.

Policy LU 1.2 addresses development in residential neighborhoods as follows:

LU-1.2 “Complete” neighborhoods. *In general, the City will promote the establishment and preservation of “complete” neighborhoods that exhibit the following characteristics:*

- a. A mix of housing types and densities serving the broadest range of households, incomes and ages;*
- b. Neighborhood serving retail businesses should be provided within a five-minute walk or bicycle ride of surrounding residences;*
- c. Parks, schools and other public/quasi-public uses within a short walk or bicycle ride;*
- d. A complete and interconnected system of roadways, bicycle and pedestrian paths, and transit stops that link the neighborhoods;*
- e. Blocks with a substantial tree canopy shading the street and sidewalk;*
- f. Connectivity to surrounding neighborhoods, retail centers and employment;*
- g. A sense of personal safety;*
- h. Elements that foster the sustainable use of scarce or non-renewable resources, such as walkable streets, the orientation of buildings to facilitate solar heating and cooling, and a complementary range of uses that promote alternate forms of transportation; and*
- i. Improved access to high-speed internet connections.*

The proposed project would provide 13 residential units and two live/work units, and would add a mix of higher density residential development to the existing neighborhood. The two-bedroom units would provide rental housing opportunities for a broad range of households, including small families, empty-nesters, and young people, in an area that is walking distance to retail establishments and restaurants. Grover Beach Elementary School is a seven-minute walk (0.4 miles) from the project site; and Ramona Garden Park is a 6-minute walk (0.3 miles). Bus stops are within less than two blocks of the project site. Therefore, staff believes the project would promote the establishment of complete neighborhoods based on the density, scale, and location.

Land Use Element Policy LU-2.3

Policy LU 2.3 addresses housing choices as follows;

LU-2.3 Housing choices. *The City shall provide for and encourage a range of housing choices, including live/work units, multifamily development and Single Room Occupancies (SRO), intended to meet the special needs of senior citizens, the physically and mentally challenged, and very low, low and moderate income households.*

The project includes two live/work units and 13 multi-family units. Therefore, staff believes the proposed project is consistent with this policy.

Land Use Element Policy LU-3.1

Policy LU-3.1 addresses infill development as follows:

LU-3.1 Compatible infill development. *Housing built within an existing neighborhood should be compatible in scale and in character with that neighborhood. Where neighborhoods are primarily single story, two-story housing may be permitted but should*

be designed to respect the privacy of surrounding residences. All multifamily development and large group-living facilities should be compatible with nearby, lower density development.

- a. *Architectural Character: New buildings should respect existing buildings where they contribute to neighborhood architectural character, in terms of size, spacing, and variety.*
- b. *Privacy and Solar Access: New buildings should be designed to respect the privacy and solar access of neighboring buildings and outdoor areas, particularly where multistory buildings or additions may overlook backyards of adjacent dwellings.*
- c. *Compatible Color and Materials: New buildings should employ a palette of building materials and colors that complements existing development where they contribute to neighborhood architectural character.*

The project is located in a commercial area in which higher density developments are desired. Single story, single-family residential uses in the R-3 zone are located to the north, across Ramona Avenue. The maximum building height in the R-3 zone is 32 feet, signifying that the City's vision is for taller, denser development than what currently exists. A mobile home park in the RC zone is situated east of the project site. The mobile home park encroaches on to the subject property and is a non-conforming use. While the proposed three story apartment complex is taller than adjacent structures, it complies with the maximum height requirement of 40 feet in both the RC and the CB-O zones, ranging from 35'-9" to 39'-1" as measured from average natural grade. The massing of the buildings adjacent to Ramona Avenue are reduced based on the building foundations being approximately 3.5 feet below the street elevation.

The massing is broken into four separate buildings, with staggered units. Each building features roofing of differing slopes. A palette of neutral, pastel colors are proposed. The proposed exterior materials (stucco siding, metal garage doors, and asphalt shingle roofing) would be compatible with existing surrounding structures. Therefore, staff believes that the project is compatible in scale and character with the neighborhood.

Land Use Element Policy LU-4.4

Policy LU-4.4 addresses development of commercial uses providing goods and services to Grover Beach residents and to become the commercial service hub for southern San Luis Obispo County as follows:

LU-4.4 Design of mixed-use development. *Mixed use developments should be designed to mitigate potential conflicts between residential and non-residential uses, considering such issues as noise, lighting, security, and truck and automobile access.*

The live/work units would be situated near West Grand Avenue and the shared Auto Zone parking lot. As the work spaces would be offices, they are not expected to cause noise, security, or vehicular access issues. The live/work units would be conditioned to limit hours of operation, client visits, and allowed uses.

Land Use Element Policies LU-20.8 and 20.9

Policies LU-20.8 and 20.9 seek to preserve the existing community character and fabric and promote the development of neighborhoods and commercial and industrial districts that emphasize pedestrian convenience as follows:

LU-20.8 Qualities desired in residential development. Residential projects should provide:

- a. Privacy, for occupants and neighbors of the project;*
- b. Adequate usable outdoor area, sheltered from noise and prevailing winds, and oriented to receive light and sunshine;*
- c. Use of natural ventilation, sunlight, and shade to make indoor and outdoor spaces comfortable with minimum mechanical support;*
- d. Pleasant views from and toward the project;*
- e. Security and safety;*
- f. Separate paths for vehicles and for people, and bike paths along collector streets;*
- g. Adequate parking and storage space;*
- h. Noise and visual separation from adjacent roads and commercial uses.*
- i. Design elements that facilitate neighborhood interaction, such as front porches, front yards along streets, entryways facing public walkways, and building design and orientation to minimize the prominence of the garage door.*

The proposed project design addresses the above desired qualities of residential development. The project includes 194-square feet of private decks for each residential unit and a common outdoor area adjacent to Building 2. The project is designed with walking paths that do not conflict with vehicular path of travel. The project includes approximately 150 square feet of common open space with a barbeque and bench. Eleven of the 15 units would be accessed from entryways directly fronting 14th Street and Ramona Avenue. The other four units would have pedestrian access via a walkway along the southeastern side of the property. All garage doors would be oriented inward and would not face public streets.

In addition, the Mitigated Negative Declaration identifies mitigation measures to reduce impacts associated with light and glare, including limiting outdoor lighting wattage and directing light downward to avoid spilling of light off-site. Therefore, staff believes that the proposed project is consistent with this policy.

LU-20.9 Building height of residential infill development. The height of residential infill projects should be consistent with that of surrounding residential structures, and incorporate features to protect existing views and privacy where reasonable. Where greater height is desired, an infill structure should set back the upper floors from the edge of the first story to reduce impacts on adjacent properties.

Nearby residential structures are one- and two story, single family and multi-family residences. There are also three story multi-family residential projects approximately 200 feet north of the project site and a three story mixed-use project 200 feet west of the site. A single-story retail commercial establishment is located directly south of the project site. As discussed above, the project is located in a commercial area in which higher density developments are desired. While the proposed three story apartment complex is taller than adjacent structures, it complies with the maximum height requirement of 40 feet in both the RC and the CB-O zone. The rezone would not result in an increase in height. Therefore, staff believes that the proposed project is consistent with this policy.

West Grand Avenue Master Plan Consistency

The project site is within the West Grand Avenue Master Plan Area. A discussion of the proposed project’s consistency with applicable West Grand Avenue Master Plan guidelines is provided below.

High Density Residential Guidelines:

- *Doorways should be oriented toward the street.*
- *Conceal parking behind the building and provide alley entrances to parking areas where possible.*
- *Minimize curb cuts for entrances.*
- *Incorporate ancillary units above garages where appropriate.*
- *Minimize front setbacks to help define the street as an outdoor room.*
- *Where ground floor residential units are located on or near commercial streets, dooryards or a raised ground floor level are recommended to provide a buffer and privacy from passing pedestrians.*

The proposed project would contain units with primary entrances oriented toward the street, with individual entryways directly from North 14th Street and Ramona Avenue that would allow residents to walk directly from the sidewalk to the units. Parking would be concealed in garages located in the interior of the lot. The development meets the setback requirements of the CB-O zone. One vehicular entrance on 14th Street is proposed. Overall, the buildings would be composed of openings and architectural elements that would create a clean, symmetrical façade. Therefore, staff believes that the proposed project orientation is consistent with the purpose and intent of the Master Plan.

Development Standards

The applicant is seeking a zone change from RC zone to the CB-O zone because multi-family dwelling and live/work units are not permitted in the RC zone, but are permitted in the CB-O zone with approval of a Use Permit. The CB-O Zone is intended to be a transitional zone between the higher intensity commercial nodes along West Grand Avenue (Central Business zone), high density residential uses in the R3 zone, and larger-scale commercial uses in the RC zone. The provisions of the CB-O Zone allows for a flexible mixture of commercial, office and residential uses, in addition to development that is all residential.

The rezone would change development standards for the subject property. Notably, residential density, floor area ratio (FAR), and maximum lot coverage would increase, and landscaping requirements would be reduced. Setbacks and heights would remain the same. A comparison of applicable development standards between the CB-O zone and the RC zone are outlined in the table below.

Development Standard	Existing RC	Proposed CB-O	Difference
Setbacks			No change
Front	10'	10'	
Side	0'	0'	
Rear	0'	0'	
Height	40'	40'	No change
Coverage (max.)	50%	100%	Increase

Residential Density (units/acre)	9	20	Increase
FAR (max.)	1.0	3.0	Increase
Lot size (min. square feet)	10,000	5,000	Decrease
Lot width (min.)	50'	50'	No change
Landscaping	10%	5%	Decrease

Because the parcels to the west of the project site are zoned CB-O, the proposed rezone from RC to CB-O would maintain a seamless transition between zones and would not result in “leap-frog zoning.” The rezone would also ensure zoning compatibility with the proposed General Plan Amendment to Central Business District - Mixed-Use. Therefore, staff recommends that the Planning Commission support the proposed rezone.

Development Code Section 2.30.040 - Central Business Open Development Standards

The proposed project complies with the development standards for the Central Business Open Zone, as shown and discussed below. A total of 34 parking spaces are proposed consisting of 15 single-car garages (one for each unit), seven (7) uncovered spaces, and 12 spaces shared with neighboring Auto Zone.

Central Business Open Development Standard Table 2.5	Requirement	Proposed
Front Setback (adjacent to residential zone) (Ramona Avenue)	10 feet	10 feet
Side Setback	0 feet	16 feet 8 inches
Street Side Yard Setback (North 14 th Street)	0 feet	2 feet
Rear Setback	0 feet	66 feet, 8.5 inches
Building Height (from average natural grade)	40 feet	Ranges from 35'-9" to 39'-1"
Lot Coverage	Maximum 100%	25%
Density	20 per acre 20 x .99 = 19.8 units	15 units
FAR (max.)	3.0	0.74
Minimum Lot Size	5,000 square feet	30,000 square feet, net
Lot Width (min.)	50 feet	150 feet
Landscaping	5%	14.5%

Development Code Section 2.30.050 – Commercial Zones Design Standards

Development within commercial zones is also required to comply with the following design standards pursuant to Development Code Section 2.30.050:

- A. **West Grand Avenue Master Plan.** The City has adopted the West Grand Avenue Master Plan to serve as guidelines for site planning and architectural design. Applicants are highly encouraged to review the Master Plan and understand the City’s vision for the

West Grand Avenue corridor. Development should be consistent with the Master Plan guidelines, as long as they are consistent with the provisions of the Local Coastal Program.

Staff's analysis of the project's consistency with the West Grand Avenue Master Plan is discussed above.

B. Building Placement. *In the CVS, VS, CBO and CB zones, buildings facing the street, especially on West Grand Avenue, should be placed at the back of sidewalk with adequate space between the curb and the building to accommodate pedestrian walkways, street furniture (e.g., seating, lighting, landscaping, public art), and for outdoor dining and gathering.*

If the rezone is approved, the project would be in the CBO Zone. It is staff's opinion that this standard is intended for commercial uses on West Grand Avenue, as opposed to multi-family residential on the periphery on the master plan area. Regardless, staff believes the proposed project complies with this standard. The proposed buildings would be placed at the back of the sidewalk with a common area fronting 14th Street.

C. Design Standards for all commercial zones. *Projects within commercial zones shall comply with the following design standards:*

- 1. Storage and Service Areas. All service areas (e.g., vehicle rental uses), outdoor storage areas, outdoor work areas and loading areas shall be located at the sides and rear of buildings and screened from public view in compliance with Section 3.10.020 (Fences, Walls, and Screening).*
- 2. Equipment. All ground mounted and roof mounted equipment, except for solar collection systems, shall be screen in compliance with Section 3.10.020 (Fences, Walls, and Screening).*
- 3. Trash Enclosures. All trash and recycling storage areas shall be enclosed by a decorative masonry wall or other solid materials that is architecturally compatible with the building architecture. Gates shall be durable and solid and continuously maintained in working order.*

No outdoor storage and service areas are proposed. The trash and recycling storage area would be enclosed by a block wall.

Development Code Section 3.50 – Parking Regulations

Each land use is required to provide a minimum number of off-street parking spaces, as summarized below:

Parking Requirements by Land Use Table 3.3	Requirement	Proposed
Multi-family dwellings	13 x 2 = 26 spaces <u>13/2 = 6.5 guest spaces</u> 33 spaces	15 one car garages 7 open spaces <u>12 shared spaces with Auto Zone</u>
Live/Work Units	2x2 = 4 spaces	34 total spaces provided
Total	37 parking spaces required	Applicant is requesting a reduction of 3 spaces for multi-family residential project per Section 3.50.060D.1

The Auto Zone leases the southerly 61-foot by 150-foot portion of the subject property for two-way vehicular access and 24 parking spaces. A shared parking agreement between the applicant and the Auto Zone allows the applicant to use up to 14 of the 24 spaces within the easement (Reference Attachment 6).

The applicant is requesting a shared peak-hour parking adjustment to share 12 parking spaces with Auto Zone. Shared parking adjustments may be allowed where two or more uses have distinct and differing traffic usage periods, pursuant to Section 3.50.060.C of the Development Code. The total number of spaces required for all uses sharing the parking may be reduced to no less than the number of spaces required by Section 3.50.020 for the single use among those proposed that generates the highest parking demand.

Staff supports the shared peak-hour parking adjustment because the residential and retail uses would have different parking demand periods. Peak residential parking demand generally occurs between 5:00 pm and 8:00 am on weekdays and all day on weekends, while the Auto Zone hours of operation are generally from 7:30 am to 9:00 pm. Also, while AutoZone is allowed to use these shared parking spaces, it has 26 dedicated parking spaces that meet its minimum parking requirements and apparent demand. The 26 dedicated parking spaces are accessed from West Grand Avenue and are closer to the store entrances than the shared spaces, which are accessed from North 14th Street. Staff has observed that very few, if any, of the shared parking spaces have been used prior to 8:00 am and after 5:00 pm on weekdays.

The 12 shared parking spaces would access the 15 units via a proposed walkway between the shared parking spaces, a walkway located at the east end of the shared parking spaces and the new sidewalk on North 14th Street. The most remote space in the existing parking lot would be located approximately 165 feet from the Auto Zone entrance and no more than 290 feet from the furthest residential unit entrance, thus complying with the maximum 300-foot distance for pedestrians.

In addition to the shared peak-hour parking adjustment, the applicant is requesting a parking reduction for three spaces pursuant to Development Code section 3.50.60.D.1, *Air Quality Incentives for Multi-family Projects*. In accordance with the Clean Air Plan adopted by the San Luis Obispo County Air Pollution Control District, parking reductions may be allowed for a project within 500 feet of a transit center or station at a rate of one space per dwelling. The project site is slightly less than 500 feet from the nearest bus stops at the northwest and southwest corners of West Grand Avenue and 13th Street. There are also bus stops slightly more than 500 feet from the project site at the southwest and northwest corners of West Grand

Avenue and 13th Street. Staff supports the reduction of only three spaces, while the regulations could allow a reduction of up to 13 spaces.

Development Code Section 4.10.120 –Multi-Family Development Standards

The multi-family residential project is subject to the development standards set forth in Chapter 4.10.120 of the Development Code. The project complies with most of the development standards, as outlined in the table below.

Multi-Family Development Standards (4.10.120)	Requirement	Proposed
Front Setback Pavement	Max. 50% hardscape in front yard setback	Complies; landscaping proposed in front setback
Parking Location	Outside of front or side street setback areas	Outside of front and side street setback areas
Building Separation (sum of the building heights divided by 2)	19.5 feet	17.5 feet between Building 2 and 3 27 feet between Building 3 and 4 34 feet between Building 4 and 1 50 feet between Building 1 and 2
Private Open Space	72 square feet	194 square foot roof top deck
Common Open Space	As determined by Planning Commission	Approximately 150 square feet

The project does not comply with the building separation standard for the space between buildings 2 and 3. A condition has been added to add two feet between the two buildings.

Development Code Section 4.10.090 – Live/work Unit Development Standards

The two live/work units are subject to the development standards set forth in Chapter 4.10.090 of the Development Code. The project complies with these development standards, as discussed below.

Live-Work Development Standards (4.10.090)	Requirement	Proposed
Maximum Density	20 du/ac (per CB-O zone)	Complies; 15/du/acre
Minimum Floor Area	1,000 square feet	Complies; 1,326 square feet
Physical Separation	Separation between live/work units	Complies; units would be separated by a residential unit
Public Access	From public street, common access area, corridor, or hall	Complies; direct access from 14th Street would be provided.
Unit access	Separate access	Complies; separate concrete walking path to each unit would be provided.
Commercial uses	Adjacent and oriented to primary street frontage	Complies; units would front 14th Street.
Parking	2 spaces minimum	2 spaces (applicant is requesting a reduction of 3 spaces for the entire project)

The project would be conditioned to comply with the operating requirements pursuant to Development Code Section 4.10.090.F. including prohibiting the sale or rental of portions of a unit, occupation of the residential portion of the live/work unit by at least one employee of the office component of the units, limiting hours of operation and noise, limiting business operations to the building interior, and noticing occupants of structures containing live/work units of potential effects associated with commercial uses, prohibiting on-premises sales.

Public Works Department

Development Code Section 5.20 requires new construction to install street improvements along the frontage of properties up to the centerline of the right of way. The project has been conditioned to install frontage improvements where existing improvements do not meet current standards.

Development Code Section 5.50 requires new construction to retain all drainage on-site. The project proposed an underground retention system under the driveway that will retain all runoff on-site consistent with City Standards.

Development Code Section 5.40 requires new construction underground all existing overhead utilities or pay an in-lieu fee adopted by the City Council. In addition, the Code requires all overhead service lines be placed underground. The project has been conditioned to comply with this requirement.

Environmental Review

A Mitigated Negative Declaration (MND) has been prepared pursuant to Section 21080 of the CEQA Guidelines for the proposed project, which identifies potential impacts to aesthetics and air quality that would be avoided with the implementation of mitigation measures (reference Attachment 1 Exhibit A).

ALTERNATIVES

The Planning Commission has the following alternatives to consider:

1. Adopt the resolutions recommending the City Council adopt the Mitigated Negative Declaration and approve the General Plan Amendment, Rezone, Development Permit, and Use Permit associated with Development Application 15-18; or
2. Provide alternative direction to staff; or
3. Direct staff to prepare a resolution recommending denial of the project with findings.

PUBLIC NOTIFICATION

The agenda was posted in accordance with the Brown Act. The Public Hearing notice was published in The Tribune on December 2, 2016. The Public Hearing notice was posted on the subject property and was mailed to property owners within 300 feet of the subject property.

ATTACHMENTS

1. Draft Resolution Recommending Adoption of the Mitigated Negative Declaration
Exhibit A - Initial Study and Mitigated Negative Declaration

2. Draft Resolution Recommending Approval of the General Plan Amendment
Exhibit A – Proposed General Plan Land Use Element Map
3. Draft Resolution Recommending Approval of the Zoning Map Amendment
Exhibit A – Proposed Zoning Map
4. Draft Resolution Recommending Approval of Development Permit & Use Permit
Exhibit A – Project Plans (full-sized under separate cover)
Exhibit B – General Plan Consistency Analysis
5. Vicinity Map
6. Reciprocal Easements, Covenants, and Restrictions Agreement between Applicant and Auto Zone

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12/15/2009
9:12 AM

JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder

Recorded at the request of
Public

File No: 4021 REA
Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117
76003755

DOC#: **2009068747**



Titles:	1	Pages:	10
Fees			35.00
Taxes			0.00
Others			0.00
PAID			\$35.00

Reciprocal Easements, Covenants, and Restrictions Agreement

(Document Title)

RECIPROCAL EASEMENTS, COVENANTS, AND RESTRICTIONS AGREEMENT

THIS RECIPROCAL EASEMENTS, COVENANTS, AND RESTRICTIONS AGREEMENT (the "Agreement"), is made as of the 15th day of September, 2009 by and between **BA, LLC**, a California limited liability company ("BALLC"), and **AUTOZONE DEVELOPMENT CORPORATION**, a Nevada corporation ("AutoZone").

WITNESSETH:

WHEREAS, BALLC is the owner of certain real property located in the City of Grover Beach, County of San Luis Obispo, State of California, as depicted as "Parcel 1" and "Parcel 2" in **Exhibit "F"** attached hereto and incorporated herein by reference. Parcel 1 is described in **Exhibit "A"** attached hereto and incorporated herein by reference. Parcel 2 is described in **Exhibit "B"** attached hereto and incorporated herein by reference;

WHEREAS, AutoZone is the ground lessee of Parcel 2 as depicted in **Exhibit "F"** hereto and as described in **Exhibit "B"** under a Ground Lease between AutoZone and Owner dated March 19, 2009 (the "Lease"); and

WHEREAS, BALLC and AutoZone have agreed that Parcel 1 and Parcel 2 shall be held, sold, or conveyed subject to the easements and covenants, contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. (a) BALLC hereby grants to AutoZone, for the benefit of Parcels 1 and 2, a private, non-exclusive access and parking easement during the term of the Lease providing uninterrupted access for two-way motor vehicle traffic and way over and across Parcel 1 to, from, between Parcel 2 and N. 14th Street, as agreed, described and depicted on **Exhibit "F"** to the Lease attached hereto as **Exhibit "F"** and incorporated herein by reference (the "Access Parking Easement"). The Access Parking Easement is for the use and benefit of the present and future owners of Parcel 1 and its respective lessees, employees, contractors, mortgagees, customers, tenants, licensees and invitees, free from charge, in the full use and enjoyment of Parcel 1 and Parcel 2; and for the use and benefit of AutoZone and its employees, contractors, customers, licensees and invitees, free from charge, during the term of the Lease.

(b) AutoZone shall be entitled to the non-exclusive use of the parking areas in the Access Parking Easement, measuring approximately 61 feet x 150 feet, in consideration for the construction by AutoZone of said easement area, including, but not limited to, improvements on and under the Access Parking Easement such as paving (the "Parking Improvements"); and AutoZone's payment of the taxes, insurance and maintenance of said easement area during the term of the Lease. AutoZone shall also agree to a shared parking agreement with the adjacent properties owned by BALLC and/or their related entities as will be necessary for AutoZone and BALLC to obtain City approvals for the required number of parking spaces/square footage AutoZone plans to build on the Lease premises and that BALLC may build on any adjacent properties owned by BALLC and/or their related entities. If BALLC builds on any such adjacent properties, BALLC shall build within the parameters of the City's Use Requirement for parking purposes, which shall result in no less than a total of 38 parking spaces shown in **Exhibit "F."** BALLC shall not reconfigure the access and parking shown above without obtaining AutoZone's prior written consent, which consent shall not be

unreasonably withheld, delayed or conditioned by AutoZone. There shall be no storage of vehicles allowed in the subject Access Parking Easement, and said area shall be used only for vehicular parking and for vehicular and pedestrian ingress and egress to the leased premises by employees, suppliers, customers and invitees and such policing shall be a responsibility of the BALLC. BALLC also agrees to use commercially reasonable efforts to enforce BALLC's tenants and BALLC's tenant's employees that occupy the adjacent properties to use the northern most fourteen (14) parking spaces ("Preferred Parking") as depicted on **Exhibit "F."** All development and construction costs of the Parking Improvements shall be at AutoZone's cost and expense in accordance with plans and specifications to be prepared by AutoZone and then reviewed and approved by BALLC, such approval not to be unreasonably withheld, conditioned or delayed. All construction of the Parking Improvements shall be performed in a good and workmanlike manner and in accordance with all applicable governmental or quasi-governmental authorities, ordinances, and regulations.

2. (a) BALLC hereby grants to AutoZone, for the benefit of Parcel 2, a private, perpetual non-exclusive drainage easement for the purpose of allowing storm water to drain from Parcel 2 across Parcel 1 through an underground storm water detention and filtering system located on Parcel 1 (hereinafter the "Drainage Easement Area"). The Drainage Easement Area is for the use and benefit of the present and future owners of Parcel 1 and Parcel 2 and their respective lessees, employees, contractors, mortgages, customers, tenants, licensees and invitees, free from charge, in the full use and enjoyment of Parcel 1 and Parcel 2.

(b) AutoZone shall construct certain improvements on and under the Drainage Easement Area for the purposes described hereinabove (hereinafter the "Drainage Improvements"); and AutoZone shall pay the taxes, insurance and maintenance of the Drainage Easement Area during the term of the Lease. All development and construction costs of the Drainage Improvements shall be at AutoZone's cost and expense in accordance with plans and specifications to be prepared by AutoZone and then reviewed and approved by BALLC, such approval not to be unreasonably withheld, conditioned or delayed. All construction of the Drainage Improvements shall be performed in a good and workmanlike manner and in accordance with all applicable governmental or quasi-governmental authorities, ordinances, and regulations.

3. Except as otherwise allowed herein, staging for the construction, replacement, alteration or expansion of the Parking Improvements and/or Drainage Improvements shall take place on the respective parcel where the improvements are located, including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment, all of which shall be confined to as commercially reasonable an area as possible under the prevailing circumstances.

4. AutoZone shall, at all times, maintain the Access Parking Easement, Parking Improvements, Drainage Easement Area and Drainage Improvements in a first-class condition, order and repair, and in a safe and clean condition, clean and clear of snow, ice, rubbish, and debris, properly drained, and adequately lighted at its sole cost and expense. BALLC hereby grants to AutoZone, for the benefit of Parcel 2, a private, non-exclusive easement of maintenance during the term of the Lease for the purpose of allowing AutoZone, in a commercially reasonable manner, to maintain the Access Parking Easement, Parking Improvements, Drainage Easement Area and Drainage Improvements. Should AutoZone fail to maintain as specified in this Section, BALLC may, with reasonable notice to or demand on AutoZone, discharge or pay for the maintenance for the benefit of AutoZone. In that event, AutoZone shall properly upon written demand of BALLC, reimburse BALLC for the reasonable

costs (including interest at ten percent (10%) per annum) incurred by BALLC in discharging or paying for such maintenance.

5. AutoZone shall self-insure or maintain a policy of general liability insurance ("Liability Insurance") with adequate liability limits in force at all times, insuring all activities, conditions, operation and usage on or about Parcel 1 and Parcel 2. Any such Liability Insurance shall be issued by insurance companies with a reliable general policyholder's rating and financial rating and qualified to do business in the state where the subject real property is located, and shall name BALLC or its successor in interest as an additional insured. AutoZone shall, upon request of BALLC, provide evidence of coverage in accordance with this Section. Should AutoZone fail to self insure or maintain insurance as specified in this Section, BALLC may, with reasonable notice to or demand on AutoZone, discharge or pay for the insurance for the benefit of AutoZone. In that event, AutoZone shall properly upon written demand of BALLC, reimburse BALLC for the reasonable costs (including interest at ten percent (10%) per annum) incurred by BALLC in discharging or paying for such insurance.

6. As used in this Agreement, unless the context clearly otherwise requires, BALLC shall mean, with respect to each parcel, the record owner(s) from time to time of an interest in fee simple in all or any part of Parcel 1 or the Parcel 2 whether such owner be one or more persons or entities.

7. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Access Parking Easement or Drainage Easement Area to the general public. Furthermore, nothing contained herein shall be deemed to alter, modify or affect any existing easements of record or the benefits and rights granted therein.

8. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the respective assigns, successors and tenants of the parties hereto.

9 It is further understood and agreed to by Grantee and Grantor that the easements and other rights may be mortgaged to any mortgagee taking a mortgage on the Grantor Parcel, but any mortgagee taking a mortgage on any easement herein shall take said mortgage subject to the other rights, benefits, duties, and obligations created and established herein.

10. No waiver of any provision hereof shall be deemed to constitute or imply a further waiver thereof of any other provision set forth herein. This Agreement shall not be amended or modified without the prior written consent of all parties.

11. Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

12. In no way does this Agreement permit either party to cause an encumbrance, judgment or other lien to affect the other party's property.

13. To the extent not covered by any respective policies of liability insurance: (a) BALLC shall defend, indemnify and hold harmless AutoZone and all of its employees or agents harmless from any and all claims, demands, or liability arising from alleged acts or omissions by

BALLC related to the easements and improvements herein; and (b) AutoZone shall defend, indemnify and hold harmless BALLC and all of its employees or agents harmless from any and all claims, demands, or liability arising from alleged acts or omissions by AutoZone or its employees or agents related to the easements and improvements herein.

14. This Agreement shall be governed by the internal laws of the State of California without regard to and excluding its principles of conflicts of laws, and venue for any dispute arising between the parties shall be in the county where the real property involved lies. If a dispute arises between the parties regarding this Agreement, the successful or prevailing party or parties shall be entitled to recover attorneys' fees and costs incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

15. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

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

BA, LLC, a California limited liability company

By: Bred Fren

Its: MANAGER

AUTOZONE DEVELOPMENT CORPORATION, a Nevada corporation

By: [Signature]

Its: Vice President

By: Bin Qiu

Its: Vice President

Approved for Execution (AZ Internal):

ri [Signature]

STATE OF TENNESSEE)
)SS
COUNTY OF SHELBY)

On September 17, 2009 before me, Teresea Hicks(Notary Public) personally appeared Wm. David Gilmore and Brian L. Campbell, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity as Vice-President and Vice-President, of AutoZone Development Corporation, a Nevada corporation, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

Teresea Hicks

NOTARY PUBLIC IN AND
FOR SAID COUNTY AND STATE
My Commission Expires: January 12, 2013



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

SS.

County of San Luis Obispo

On September 28, 2009 before me, K. A. Klempke, Notary Public, personally appeared Brad Forde, who

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

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

WITNESS my hand and official seal.



(Seal)

A handwritten signature in cursive script, appearing to read 'K. A. Klempke', written over a horizontal line.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- Individual
 Corporate Officer

Title

- Partner(s) Limited
 Attorney-in-Fact General
 Trustee(s)
 Guardian/Conservator
 Other:

DESCRIPTION OF ATTACHED DOCUMENT

Reciprocal Easements, Covenants, and Restrictions Agreement

Title or Type of Document

Number of Pages

Date of Document

Absent Signer (Principal) is Representing:

Signer(s) Other Than Name(s) Above

EXHIBIT "A"

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

PARCEL 5: (PORTION OF APN: 060-246-013)

THAT PORTION OF BLOCK 79 OF THE TOWN OF GROVER, IN THE CITY OF GROVER BEACH, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP OF SAID TOWN DRAWN BY A. LUNDQUIST, AND RECORDED NOVEMBER 23, 1892 IN BOOK A, PAGE 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF 14TH STREET, NORTH 100 FEET FROM THE INTERSECTION OF THE EASTERLY LINE OF 14TH STREET AND THE NORTHERLY LINE OF GRAND AVENUE, SAID POINT BEING THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO RUBY DUGGINS, A MARRIED WOMAN, IN DEED DATED APRIL 16, 1951 AND RECORDED APRIL 16, 1951 IN BOOK 605, PAGE 586 OF OFFICIAL RECORDS; THENCE CONTINUING NORTH ALONG SAID EASTERLY LINE OF 14TH STREET, 42.5 FEET; THENCE EAST AND PARALLEL WITH THE NORTHERLY LINE OF GRAND AVENUE, 150 FEET; THENCE SOUTH AND PARALLEL WITH THE EASTERLY LINE OF 14TH STREET, 42.5 FEET TO THE NORTHEAST CORNER OF THE PROPERTY CONVEYED BY AFOREMENTIONED DEED; THENCE WEST ALONG THE NORTH LINE OF THE PROPERTY SO CONVEYED, 150 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

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

PARCEL 1: (APN: 060-246-006)

THE EASTERLY 50 FEET OF THAT PORTION OF BLOCK 79 OF THE TOWN OF GROVER, IN THE CITY OF GROVER BEACH, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED NOVEMBER 23, 1892 IN BOOK A, PAGE 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF 14TH STREET, WITH THE NORTHERLY LINE OF GRAND AVENUE; THENCE NORTHERLY ALONG THE EASTERLY LINE OF 14TH STREET, 100 FEET; THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF GRAND AVENUE, 150 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF 14TH STREET, 100 FEET TO THE NORTHERLY LINE OF GRAND AVENUE, THENCE WESTERLY ALONG SAID NORTHERLY LINE, 150 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 060-246-007)

THAT PORTION OF BLOCK 79 OF THE TOWN OF GROVER, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED NOVEMBER 23, 1892 IN BOOK A, PAGE 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF 14TH STREET WITH THE NORTHERLY LINE OF GRAND AVENUE; THENCE NORTHERLY ON THE EASTERLY LINE OF 14TH STREET, 100 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF GRAND AVENUE, 50 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF 14TH STREET, 100 FEET TO THE NORTHERLY LINE OF GRAND AVENUE, THENCE WESTERLY ALONG THE NORTHERLY LINE OF GRAND AVENUE, 50 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (APN: 060-246-008)

THAT PORTION OF BLOCK 79 OF THE TOWN OF GROVER, IN THE CITY OF GROVER CITY, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED NOVEMBER 23, 1892 IN BOOK A, PAGE 6 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 79; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID BLOCK, A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK, A DISTANCE OF 100 FEET; THENCE EASTERLY, PARALLEL WITH SOUTHERLY LINE OF SAID BLOCK, A DISTANCE OF 50 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK, A DISTANCE OF 100 FEET TO THE SOUTHERLY LINE OF SAID BLOCK; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, 50 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "F"

NON-EXCLUSIVE ACCESS/PARKING EASEMENT

