

**ATTACHMENT C  
CONDITIONS OF APPROVAL**

**Cabrillo Business Park Lot 5 Building  
6789 Navigator Way; 073-610-038  
Case No. 19-117-PCR-RV-OSP**

**1. AUTHORIZATION**

This action authorizes approval of the Lot 5 Building at 6789 Navigator Way (Case No. 19-117-PCR-RV-OSP), subject to these Conditions of Approval (“project”). All construction, improvements, implementation and/or any other actions taken pursuant to this approval shall be in substantial conformance with the project. Any deviations from the project must be reviewed and approved by the City of Goleta (“City”). The City may determine whether any deviation substantially conforms to the project. Any deviation determined not to be in substantial conformance with the project requires the permittee as defined below to seek additional approval, permits, or other action by the City. Any deviation from the project made without the above-described review and approval of the City is a violation of this approval.

In addition to all applicable provisions of the Goleta Municipal Code, Steve Leonard of RAF Pacifica Group, LLC, (“permittee”) agrees to comply with the following provisions as conditions for the City’s approval of the permit (“Conditions of Approval”).

**2. AUTHORIZED DEVELOPMENT**

The approval includes, without limitation, the following:

A Project Clearance (PCR) for one new building and an Overall Sign Plan (OSP) for new signage for Lot 5.

Project Clearance

Lot 5 (1.93 acres) will consist of a 26,621-square foot, two-story building, an increase of 2,739-square feet to the second story office space mezzanine. In addition, a change to the configuration of the parking lot and circulation system located on the north side of the building to provided interconnected circulation between the adjacent buildings will occur. The light industrial/office building will have a lot coverage of 24.38%. The building will be 34 feet tall, with a mechanical equipment screening area extending an additional 4 feet, for a total building height of 38 feet. The building will have a floor area totaling 26,621 square feet, as follows: 6,493 square feet manufacturing; 7,145 square feet research and development, 6,864 square feet warehouse, and 6,119 square feet office. Eighty-eight (88) parking spaces (21 compact spaces, 4 ADA spaces and 64 standard parking spaces) will be provided for the project. A trash enclosure will be located along the southern property line screened by landscaping. Customer pick-up and shipping/receiving access will be located in the loading area along the southeastern portion of the site, while employee/visitor access will be located along the north elevation. Access to adjacent Lots 6, 7, and 9 will be available along the drive aisles adjacent to the northern elevation of the building, as well as the southern property line. Landscape islands will occur within the north, south and east parking lots, with a landscaped employee/lunch area adjacent to the

east elevation of the building. A decomposed granite pedestrian path will be located adjacent to the north elevation of the building and provide pedestrian access through to Lots 6, 7, and 9, Navigator Way, and Coromar Drive. Drainage will be handled by a system of bioswales and storm drains and will be directed to an off-site detention basin (approx. 0.42 acres) located in the southern portion of Lot 19.

The project statistics are as follows: 24.38% building coverage; 25.85% landscape coverage; 88 parking spaces for employees/visitors are provided; grading volumes, 6,500 cubic yards of cut and 2,300 cubic yards of fill (to be provided from CBP stockpiles).

All grading and site improvements for Lots 9, 7, 6, and 5 were previously authorized by Case No. 19-031-PCR-RV-OSP. This Revised Project Clearance (Case No. 19-117-PCR-RV-OSP) authorizes the revisions of the vertical construction, parking lot reconfiguration, landscaping, and hardscaping.

#### Overall Sign Plan (OSP)

Per the CBP OSP, 2 wall signs measuring 64 square feet are allowed on the building. The applicant is requesting 1 wall sign measuring 64 square feet on the northwestern corner of the building and 1 wall sign measuring 64 square feet on the northeastern corner of the building. Other signs, such as a freestanding monument sign, directional signs, and other associated signage meet the criteria listed under the current CBP OSP.

### **PROJECT-SPECIFIC CONDITIONS**

3. **Building:** Before the City issues any building permit for the project building, the permittee must submit to the Planning and Environmental Review Department a Condition Compliance application.
4. **Signage:** Before the City issues any building permit for project signage, the permittee must obtain a Sign Certificate of Conformance from the Planning and Environmental Review Director, or designee.
5. **Lighting/Glare:** Exterior site lighting and windows must be submitted to the Airport Land Use Commission (ALUC) for review and approval before issuance of any building permit.

### **PUBLIC WORKS DEPARTMENT**

6. Before the City issues any Building Permit, the Permittee must satisfy Condition of Approval No. 84, a through c, of CBP Final Development Plan 37-SB-DP and CBP Development Plan Amendment 08-107-DPAM, regarding the submittal of a Construction and Demolition Solid Waste Management Plan.
7. Before the City issues any Building Permit, the Permittee must satisfy Condition of Approval No. 85, a through h, of CBP Final Development Plan 37-SB-DP and CBP Development Plan Amendment 08-107-DPAM, regarding the submittal of a Solid Waste Management Plan.

8. Satisfy Cabrillo Business Park (CBP) responsibilities contained in Mitigation Measure TR-1 of the CBP Final Environmental Impact Report (EIR) and Condition of Approval #90 of Case # 37-SB-DP, additionally included as part of 08-107-DP AM, regarding a portion of the costs associated with the Storke Road improvements. These improvements to Storke Road are located between Hollister Avenue and the US 101 NB ramps (Storke Road project). This Condition #8 shall be fully satisfied per terms of SATISFACTION OF STORKE N. OF HOLLISTER FEE OBLIGATION AS PURSUANT SECTION 3.09.01(C) OF DEVELOPMENT AGREEMENT AND MITIGATION MEASURE TR-1 AND LIMITED AND CONDITIONAL CONSENT TO ASSIGNMENT; attached here to and incorporated herein.
9. Before the City issues a Certificate of Occupancy, the Permittee must satisfy Conditions of Approval No. 92 (TR-3), No. 95 (TR-7), and No. 100 (TR-14), of CBP Final Development Plan 37-SB-DP, CBP Development Plan Amendment 08-107-DPAM, and Development Agreement Amendment No. 2, Exhibit D-3, through payment of the following costs for impacts on Los Carneros Road south of the City limits to El Colegio Road per Development Agreement 3.09.01(d) (see page 10 and Exhibit E-2); "As to such improvements, Owner's obligation regarding mitigation of impacts at such locations shall be limited to payment of the required fees to the City, which shall arrange with the County of Santa Barbara for application of said fees toward construction of the improvements". Payment shall be made pursuant to amounts in Development Agreement (Exhibit E-2, "CBP Non-Reimbursement Costs") unless County of Santa Barbara provides actual improvement costs prior to certificate of occupancy.
  - a) TR-3 (Los Carneros, South of City Limits to El Colegio)
  - b) TR-7 (Los Carneros-El Colegio)
  - c) TR-14 (Los Carneros, South of City Limits to El Colegio): (TR-14=TR-3)
10. Before the City issues a Certificate of Occupancy, the Permittee must satisfy Conditions of Approval No. 93 (TR-5), and No. 103 (TR-18=TR-5), of CBP Final Development Plan 37-SB-DP, CBP Development Plan Amendment 08-107-DPAM, and Development Agreement Amendment No. 2, Exhibit D-3 through payment of traffic mitigation fees, as referenced in Development Agreement 3.09 (see Exhibit E-1 Traffic Impact Fees ("TIF")), for impacts on Los Carneros Road and US 101 SB Ramps intersection.
11. Before the City issues a Certificate of Occupancy, the Permittee must satisfy Condition of Approval No. 102 (TR-17), of CBP Final Development Plan 37-SB-DP and CBP Development Plan Amendment 08-107-DPAM, through payment of traffic mitigation fees, as referenced in Development Agreement 3.09 (see Exhibit E-1 Traffic Impact Fees ("TIF")) for cumulative impacts related to the Storke Road and Hollister Avenue intersection.

#### **FIRE PROTECTION DISTRICT (FIRE DEPARTMENT)**

12. Please see the County of Santa Barbara Fire Department Conditions of Approval Memorandum, dated March 1, 2018, as well as a Conditions of Approval Memorandum dated, December 24, 2019, attached.

#### **SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT (APCD)**

13. Please see the Santa Barbara County (APCD) Conditions of Approval, dated September 26, 2017, attached.

## GENERAL CONDITIONS

14. **Development Plan Conditions of Approval:** All Conditions of Approval of Final Development Plan 37-SB-DP, Development Plan Amendment 08-107-DPAM, Development Plan Amendment 11-037-DPAM, Development Plan Amendment 12-028-DPAM (the "CBP Development Plan"), and Project Clearance (16-161-PCR-OSP) remain in full force and effect and are incorporated by reference.
15. **Compliance Review Application:** The Planning and Environmental Review Director, or designee, must conduct Permit Compliance Review during construction of the project. The permittee must submit a Compliance Review Application before issuance of any building permits. The permittee must pay Permit Compliance Review fees before the City issues a final Certificate of Occupancy to cover full costs of compliance monitoring. The decision of the Planning and Environmental Review Director is final in the event of any dispute.
16. **Trailer Application:** The permittee must apply for and obtain a Land Use Permit, which must be issued before any temporary building, trailer, commercial coach, or other structure, vehicle, or building is installed or used in connection with construction or watchman purposes of this project.
17. **Payment of City Fees:** The permittee must pay in full all applicable development impact fees, processing fees (including any outstanding review fees associated with this Project Clearance) and other fees as determined by the City in accordance with and as required by all applicable City ordinances. Subject to the provisions of the CBP Development Agreement amounts will be based on the fees in effect and applicable at the time fees are due.
18. **Payment of School District Fees:** The permittee must provide written documentation of payment of any fees required by any school district within the City in effect at the time of issuance of each Building Permit.
19. **Completeness and Accuracy of Plans:** The permittee is responsible for and must ensure the completeness and accuracy of all plans, forms, and supporting materials submitted in connection to the project. Any error or discrepancy found therein is a violation of this permit.
20. **Conditions of Approval Must Be Included Within Project Plans:** These Conditions of Approval and the CBP Development Plan Conditions of Approval must be printed in their entirety on all plans submitted for approval of any grading permit or building permit for the project.
21. **Conflict between Exhibits/Written Conditions of Approval:** If exhibits and/or written Conditions of Approval are in conflict, the written Conditions of Approval control.
22. **Expiration:** This permit expires twenty-four (24) months after the approval date, unless within such period physical construction of the project has substantially commenced, and/or the beginning of the authorized use has commenced, or the City grants a time

extension in accordance with Cabrillo Business Park Specific Plan § VII.L. In the event that a request for a time extension is made by the permittee, these Conditions of Approval may be revised and/or additional Conditions of Approval may be imposed by the City.

23. **Permit Runs with the Land:** This permit is granted for the property/parcel(s) of record on which the project is located and is not transferable. This permit runs with the land and the rights and obligations thereof - including the responsibility to comply with these Conditions of Approval - is binding upon successors in interest, unless or until this permit expires or is expressly abandoned in writing by the permittee.
24. **Violations of Conditions of Approval:** Violation of any of these Conditions of Approval is unlawful, prohibited, and is a violation of the Goleta Municipal Code. The City may initiate civil, criminal and/or administrative enforcement, or after notice and a public hearing, to modify these Conditions of Approval, if it is found that there is a violation of these Conditions of Approval or the Goleta Municipal Code or that the project operates as or causes a public nuisance. This Condition of Approval is not intended to, nor does it limit in any manner whatsoever the ability of the City to take appropriate enforcement actions.
25. **New, Expanded, or Changed Use:** Any new, expanded, or changed use on the project site is subject to City review and approval. The City must determine whether the new, expanded, or changed use on the project site requires the permittee to seek additional approvals, permits, or other action by the City. Failure of the permittee to obtain the above-described review and approval of the City is a violation of this permit.
26. **Revised Plans Requirements:** Revised plans and building elevations incorporating all Conditions of Approval for this project must be coordinated and submitted to the Director, or designee, as one package in accordance with plan check requirements. All plans, including site, grading, landscape, irrigation, mechanical, and street improvement plans must be reviewed for condition compliance before issuance of any permits, such as grading, building, or encroachment permits. The permittee must obtain approval by the Director, or designee, for any change to the size, colors, construction materials, design or location of any structure onsite, or other site or landscape improvements, except to the extent the Director or designee deems such changes in substantial conformity with the project approval.
27. **City Attorney Fees:** Permittee must reimburse the City for all attorneys' fees expended by the City that are directly related to the processing of this project. The City will not issue a Certificate of Occupancy or other final occupancy approval until all attorneys' fees are paid by the permittee.
28. **Indemnification:** Permittee agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of the project. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of the project, permittee agrees to defend the City (at the City's request and with counsel satisfactory to the City Attorney) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section, "the City" includes the City of Goleta's elected officials, appointed officials, officers, and employees.

- End of Conditions -

By signing this document, permittee certifies that it has read, understood, and agrees to the Conditions of Approval listed in this document.

OWNER

RAF PACIFICA GROUP, L.L.C.,

By: RAF Pacifica Group, L.L.C.,

Its Managing Member

By: \_\_\_\_\_  
Steve Leonard  
Its: Principal