



TO: Mayor and Councilmembers

FROM: Dan Singer, City Manager

CONTACT: Steve Chase, Director, Planning and Environmental Services
David Stone, Contract Planner, Dudek

SUBJECT: 07-102-GP, -OA, - TM, -DP, -RN: Haskell's Landing Project
Northwestern Corner of Hollister Avenue/Las Armas Road Intersection;
APN 079-210-049

RECOMMENDATION:

- A. Open the public hearing on the Haskell's Landing project.
- B. Allow staff presentation, applicant presentation, and public testimony.
- C. Close the public hearing.
- D. Adopt resolution 09-__ entitled "A Resolution of the City Council of the City of Goleta, California Accepting the Addendum Dated November 10, 2008 and Addendum Revisions Dated March 27, 2009 to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR Pursuant to the State Guidelines for the Implementation of the California Environmental Quality Act and Adopting CEQA Findings and a Mitigation Monitoring and Reporting Program for the Haskell's Landing Project; Case No. 07-102-GP, -OA, - TM, -DP, -RN; Hollister Avenue/Las Armas Road Intersection; APN 079-210-049". (Attachment 1).
- E. Conceptually approve the Haskell's Landing Project by adopting City Council Resolution 09-__ entitled "A Resolution of the City Council of the City of Goleta, California Approving Case No. 07-102-GP, Amending General Plan/Coastal Land Use Plan Policy CE 2.2 and HE Policy 11.5" (Attachment 2).
- F. Introduce and conduct the first reading (by title only) and waive further reading of City Council Ordinance 09-__ entitled "An Ordinance of the City Council of the City of Goleta, California Approving Case 07-102-OA, a Development Agreement for the Proposed Haskell's Landing Project; Hollister Avenue/Las Armas Road Intersection; APN 079-210-049" (Attachment 3).

- G. Conceptually approve the Haskell's Landing Project by conditionally adopting City Council Resolution 09-__ entitled "A Resolution of the City Council of the City of Goleta, California Approving Case No. 07-102-TM, -DP, -RN; a Vesting Tentative Tract Map, Development Plan, and Road Naming for the Haskell's Landing Project, Hollister Avenue/Las Armas Road Intersection; APN 079-210-049" (Attachment 4).
- H. Continue the item to April 21, 2009 in order to conduct the second reading and adoption of the Ordinance for a Development Agreement for the proposed Haskell's Landing Project and to adopt a City Council Resolution thereby approving the Haskell's Landing Project.

BACKGROUND:

The proposed project site is located on the northwestern corner of the Hollister Avenue/Las Armas Road intersection. The entire 14.46-acre site is vacant. The City's General Plan/Coastal Land Use Plan currently designates the project site as PR-8, Planned Residential, maximum 8 units/per acre, and the site is zoned DR-8, Design Residential, maximum 8 units/per acre.

The proposed project would provide 101 residential condominium units, including 10 affordable units and in-lieu fees for 10 affordable units, associated infrastructure, and common open space.

The Planning Commission heard the project on November 17, 2008, and continued the item. The project was heard by the Commission again on February 9, 2009. There were four Commissioners present at the second hearing and a motion to recommend approval of the project did not pass (2 ayes; 2 noes). No substitute motion was made. The lack of affirmative votes by a majority of the Commission on any motion, as required by the Coastal Zoning Ordinance, results in the lack of transmittal of a recommendation from the Planning Commission to the City Council. Therefore, staff is bringing forward to the City Council the same recommendation for approval of the project that was provided to the Planning Commission. See also Attachment 5.

Permitting History

The proposed Haskell's Landing Project is the same parcel that was the location of the Aradon Project. This project, within what was then the County of Santa Barbara, proposed development of 105 attached residential units and a daycare center. The proposed Aradon Project was never undertaken, and the associated approvals lapsed.

The Residences at Sandpiper Project was a subsequent project proposed on the project site after the Aradon Project approvals lapsed while still within the jurisdiction of Santa Barbara County. This project proposed development of 119 attached and detached residential units. The two central entitlements requested were similar to those of the Haskell's Landing proposed project. They included:

- TM 14,541:** A Tentative Tract Map to allow for the subdivision of the 14.46-acre project site into three lots, including two lots for condominium purposes and one common open space lot. The lots would allow for the development of proposed community infrastructure, tract grading and drainage, perimeter walls and related improvements.
- 99-DP-051:** A Development Plan for the 119 attached and detached units, including detached, market rate single family dwellings, and a market and affordable rate (total of 23) townhouses, including triplex and four-plex structures.

The Residences at Sandpiper Project was approved by the County of Santa Barbara. The City of Goleta denied the recordation of the Final Map. The decision to deny the project was upheld through subsequent litigation.

DISCUSSION:

The proposed Haskell's Landing Project includes the following major differences from the previous Residences at Sandpiper Project in response to DRB and City of Goleta input.

- Reduction of 18 residential units, from 119 to 101 units.
- Reduction in the number of detached units from 60 to 6 units.
- Increased open space, preservation of all onsite wetlands and buffers, and increased inclusion of native grasses in open space areas.
- Replacement of Spanish Colonial Revival architecture style with Coastal, Ranch, and Monterey styles.

Project Description

The proposed project includes requests for two General Plan Amendments, a Development Agreement, a Vesting Tentative Tract Map, a Final Development Plan, and Road Naming for Oly Chadmar General Partnership to construct a 101-unit residential condominium project totaling 138,061 square feet (s.f.) of building coverage, and 95,628 s.f. of streets, sidewalks, driveways, and parking areas within the PR-8, Planned Residential, General Plan / Coastal Land Use Plan Designation, with an Article II, Coastal Zoning Ordinance Designation of DR-8, Design Residential, maximum 8 units/per acre.

The following discretionary approvals are required for project implementation:

General Plan Amendments: (07-102-GP)

Two amendments to Goleta General Plan policies relevant to development on the project site are proposed: allowing for a 50-foot development setback from the Devereux Creek top of bank (Conservation Element Policy 2.2); and affordable housing inclusionary standards (Housing Element Policy 11.5).

These GPA language revisions are indicated in strikeout for deletions and underlines for additions.

CE 2.2 Streamside Protection Areas. [GP/CP]

A streamside protection area (SPA) is hereby established along both sides of the creeks identified in Figure 4-1. The purpose of the designation shall be to preserve the SPA streamside protection area in a natural state in order to protect the associated riparian habitats and ecosystems. The SPA streamside protection area shall include the creek channel, wetlands and/or riparian vegetation related to the creek hydrology, and an adjacent upland buffer area. The width of the SPA upland buffer streamside protection area shall be as follows:

- a. ~~In areas where land has already been fully subdivided and developed, the SPA upland buffer shall not be less than 50 feet outward on both sides of the creek, measured from the top of the bank or the outer limit of wetlands and/or riparian vegetation, whichever is greater. The City may consider increasing or decreasing the width of the SPA upland buffer on a case-by-case basis at the time of environmental review. The City may allow portions of a SPA upland buffer to be less than 50 feet wide based on a site specific assessment if (1) there is no feasible alternative siting for development that will avoid the SPA upland buffer; and (2) the project's impacts will not have significant adverse effects on streamside vegetation or the biotic quality of the stream. Exceptions may be allowed in instances where existing permitted development on a subject parcel encroaches within the 50-foot buffer if: (1) there is no feasible alternative siting for the development that will avoid the SPA; (2) the new development will not extend into the ESHA, and the resulting buffer will not be less than 25 feet; and (3) the new development will not encroach further into the SPA than the existing development on the parcel.~~
- b. ~~In all other instances, the SPA shall not be less than 100 feet outward on both sides of the creek, measured from the top of the bank or the outer limit of associated wetlands and/or riparian vegetation, whichever is greater.~~
- b-c. If the provisions above would result in any legal parcel created prior to the date of this plan being made unusable in its entirety for any purpose allowed by the land-use plan, exceptions to the foregoing may be made to allow a reasonable economic use of the parcel, subject to approval of a conditional use permit.

HE 11.5 Establishment of Unit Percentages and Income Levels. [GP]

~~Except for designated affordable housing sites as set forth in HE 11.6,~~
The inclusionary housing requirement shall be as follows:

~~a. Proposed rental projects shall be required to provide 5 percent of the total number of units within the project at rent levels affordable to very low- and low-income households.~~

~~a~~b. Proposed for-sale projects, including subdivisions for purposes of condominium conversions, will be required to provide 5 percent of the units at prices affordable to very low-income households, 5 percent affordable to low-income households, ~~5-10~~ 5 percent affordable to moderate-income households, and ~~5-10~~ 5 percent affordable to households earning 120 to ~~200-150~~ 150 percent of the median income.

Requirements for provision of inclusionary units in for-sale projects for very low- and low-income households may be satisfied by providing the same number of rental units at rent levels affordable to these households.

Development Agreement (07-102-OA)

A Development Agreement (DA) between the City of Goleta and Oly Chadmar Sandpiper General Partnership addresses funding of infrastructure addressing General Plan concurrency policies PF 3.2, 3.3, 3.4, as well as Section PF 9, particularly PF 9.6 and 9.7. The DA is included in Attachment 3.

Vesting Tentative Tract Map (32,032; 07-102-VTM)

The applicant requests a one-lot subdivision of the 14.46-acre parcel for airspace condominium purposes to provide for 101 residential units, associated infrastructure, and common open space.

Final Development Plan (07-102-DP)

The Final Development Plan is a request to allow the construction of a 101-unit residential condominium project and associated infrastructure and landscaping. A total of 42 buildings will be constructed, including six detached homes, 19 duplexes, 11 triplexes, and six fourplexes.

Unit and Building Design: Six residential two-story building types are arranged around two loop road configurations, accessed from Hollister Avenue on the west and Las Armas Road on the east. Single family residence (SFR detached) and single family attached duplex units would provide three bedrooms, with half of the units having an option for an additional bedroom. These units would have a maximum height from finished floor and grade to roof ridgeline of 26.5 feet, and Townhouse (T.H., attached) triplex and four-plex units would have a maximum height of 27 feet. The market rate 2- and 3-bedroom Townhouse floor plan would provide for an extra optional bedroom. Habitable building areas would vary as identified in Table 1. Optional conversion of up to eleven (11) market rate two-bedroom units to three-bedroom units would add up to a maximum 1,408 additional s.f. (the decision to add a 128 s.f. bedroom to each of the 11

individual units would be made prior to their individual sale and construction); as the additional bedrooms would be only second story units, they would not change the project's building coverage calculation.

Affordable Housing: The proposed project would construct ten affordable units onsite, including five (5) studios affordable to moderate-income (80 to 120 percent of median) households, and five (5) one-bedroom units affordable to households earning 120 to 200 percent of the median income, all subject to a 55-year resale restriction. In addition, the proposed project would provide in-lieu fees equivalent to ten units, including five (5) units at prices affordable to very low-income households, and five (5) units affordable to low-income households. As illustrated in Table 1, the ten (10) affordable units constructed would be distributed throughout the project site.

Parking: All market-rate SFR and non-carriage unit Townhomes units would include a private 2-car garage, while two-bedroom (market rate and affordable) and one-bedroom (affordable) carriage units would include a private 1-car garage. Additional uncovered parking would be provided within 200-feet of the affordable units, as required by ordinance. The project provides 218 spaces (173 enclosed and 45 on-street within designated pockets) for residents and visitors. These 218 spaces meet the Zoning Ordinance requirements for the entire project. In addition, 40 parking spaces in excess of the 218 spaces required under Zoning Ordinance requirements can be accommodated within driveways.

Table 1: Haskell's Landing Residential Habitable Building Areas

Unit Type	Unit Count	Gross Floor Area	Garage Square Footage	Sales Category
Three-Bedroom* SFR	19	2,981	576	Market
Three-Bedroom* SFR Detached	3	2,981	576	Market
Three-Bedroom SFR	19	2,612	543	Market
Three-Bedroom SFR Detached	1	2,612	543	Market
Three-Bedroom * T.H.	17	2,324	415	Market
Two-Bedroom* T.H.	17	1,834	412	Market
Two-Bedroom* T.H. Detached	2	1,834	412	Market
Two-Bedroom* T.H. Carriage	11	1,365/1,493	225	Market
One-bedroom T.H. Carriage	1	764	225	Market
Studio T.H. Carriage	1	570	0	Market
One-bedroom T.H. Carriage	5	764	225	Affordable
Studio T.H. Carriage	5	570	0	Affordable

Gross Floor Area as defined by the City of Goleta General Plan

*Note: * Option for one additional bedroom. Additional bedroom square footage is included within the gross floor area calculation, with the exception of the Two-Bedroom* T.H. Carriage unit. This additional 128 square foot bedroom option would result in a total unit size of 1,493 s.f., (up to an additional 1,408 s.f. of total project gross floor area for eleven such optional bedrooms), but as a second story unit, would not change the project's building coverage calculation.*

Access: Access to and from the condominiums would be provided from Hollister Avenue and Las Armas Road. A minimum 28-foot wide interior loop is provided on each side of Devereux Creek. A portion of the eastern interior loop adjacent to the proposed open space landscape restoration area would incorporate a "grass-crete" type substructure material that would allow for natural dispersal of native grass seed.

A pedestrian trail linking the eastern and western residential components is located adjacent and south of the northern property boundary; a 10-foot wide pre-fabricated clear-span steel bridge would span Devereux Creek. A meandering perimeter sidewalk would parallel Hollister Avenue and Las Armas Road within the project site right of way. A third pedestrian trail crossing Devereux Creek to facilitate pedestrian access would be located within the southern half of the property.

Architecture and Landscaping: The architecture for both detached and attached units is described as a mix of Coastal, Ranch, and Monterey styles. Perimeter units would be oriented toward Hollister Avenue; no sound wall along the roadway is proposed. Units adjacent to Devereux Creek would be oriented to take advantage of proposed restoration of this biologically sensitive area. All units would have private outdoor areas. Common open space would total approximately 346,080 square feet (55%) exclusive of the right-of-way area along Hollister Avenue to be dedicated to the City of Goleta, and includes a children's play area, and trail, with benches throughout the proposed Devereux Creek restoration area. Private open space would equal 49,992 square feet (8%). The total project open space would be 63%.

The project includes a 6-foot high retaining/sound wall along the northern property boundary (as measured from finished grade; the footings of the wall could extend up to three feet lower when measured from existing grade due to the undulation along some of the northern boundary slopes). The project would not have a perimeter wall along any other property lines. Instead, project residential units would be oriented outwards with their front yards towards Hollister Avenue, Devereux Creek, or towards interior landscaped common areas.

The project's conceptual landscaping includes a Vegetation Enhancement Plan for the Devereux Creek corridor. All landscaping would be maintained with a pesticide- and herbicide-free program. A total of 87 eucalyptus and 8 cypress trees would be replaced with a total of 282 drought tolerant Mediterranean and native tree species, both ornamental (e.g., Melaluca, London Plane Tree, etc.) and indigenous to the area (e.g., coast live oak and sycamore).

Site Preparation: The site would require approximately 21,050 cubic yards of cut and 20,900 cubic yards of fill, which would be balanced on site. Maximum vertical height of cut and fill slopes would be 4 feet. A retaining/sound wall on the northern project boundary would have a maximum 6-foot height above finished grade.

Zoning Ordinance Modifications

The applicant is requesting the following modifications per the provisions of §35-174.8(1), Article II of the City Code (Coastal Zoning Ordinance or CZO):

- Reduction of the front yard setback requirement (20 ft. from road right-of-way or 50 ft. from centerline) to allow for construction of 15 units between 11 - 18 feet

from the Hollister Avenue right of way, and for construction of 10 units between 11 – 13 feet from the Las Armas Road right of way, as shown on the Development Plan (07-102-DP) (Section 35.174.8.1).

- Reduction of the front yard setback requirement (20 ft. from road right-of-way or 50 ft. from centerline) to allow for construction of the units a minimum distance of 5 feet from the right of way, and 19 feet from the centerline of the interior roads, as shown on the Development Plan (07-102-DP) (Section 35.174.8.1).
- Modification of the parking setback requiring that uncovered areas be screened from street and adjacent residences to a height of 4' by plantings, fences or walls, for on-street parking spaces as shown on the Development Plan (07-102-DP) (Section 35.174.12.2.b).
- Modification of the parking standards requiring no encroachment into a street or a sidewalk when backing out of space, by providing parking pockets that would back on to private streets as shown on the Development Plan (07-102-DP) (Section 35.114.3.d).

Road Naming (07-102-RN)

The proposed project includes the naming of eight internal street segments, as approved by the Santa Barbara County Fire Department, Public Safety Dispatch, and Surveyor: Sanderling Lane; Whimbrel Lane; Samwill Court; Willet Drive, Curlew Drive, Scaup Court, Stilt Court; and Grebe Drive.

Project Analysis

Environmental Analysis

An Addendum to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR dated November 10, 2008, and Addendum Revisions dated March 27, 2009 were prepared for the Haskell's Landing project pursuant to §15164 of the California Environmental Quality Act (CEQA). The Addendum is included as Attachment 6 to this staff report. An Addendum to 94-EIR-9, Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR is considered the appropriate environmental review for this project, as all previously identified impacts will remain the same or less than previously identified in these CEQA documents. There are no new significant impacts (i.e. no new Class I or Class II impacts) nor an increase in the severity of previously identified impacts (i.e. a Class III impact has not become a Class II or Class I impact; a Class II impact has not become a Class I impact). State CEQA Guidelines Section 15164 provides that an addendum need not be circulated for public review, but can be included in, or attached to, the Final EIR. The Guidelines

further provide that the Planning Commission and City Council must consider the Addendum and Addendum Revisions together with the Final EIRs prior to taking action to approve the project.

The 94-EIR-9 evaluated the development of 105 attached residential units and daycare center, and identified significant, unavoidable impacts on Aesthetics/Visual Resources, Public Facilities, and Transportation Circulation. The Residences at Sandpiper Supplemental EIR to 94-EIR-9 identified six significant and unavoidable impacts on: aesthetics; air quality; biological resources (cumulative); hazards (exposure to elevated electromagnetic fields); public services (schools & solid waste, cumulative); recreation; and transportation (project-specific and cumulative). The County of Santa Barbara determined that the identified, significant, unavoidable impacts were found to be acceptable when weighed against the overriding benefits provided by the project.

The Haskell's Landing Project EIR Addendum and Addendum Revisions identify the potential for the following significant environmental impacts to occur as a result of the project:

- Aesthetics
- Air Quality
- Biology
- Cultural Resources
- Geological Processes
- Hazards
- Noise
- Public Services
- Recreation
- Traffic/Circulation

All potentially significant impacts can be mitigated to less than significant levels with the following exceptions: aesthetics (change to open space character; and obstruction of mountain and foothill public views), biological resources (contribution to cumulative regional loss of upland migratory corridors and open land; contribution to cumulative regional loss of Foraging Habitat in the Devereux Slough Watershed; and contribution to cumulative fragmentation of habitat and loss of unique botanical resources), hazards (elevated Reliant Peaking Station electromagnetic ELF magnetic fields on the eastern project periphery during energy emergencies and peak electrical use periods), public services (contribution to cumulative regional demands on schools; contribution to cumulative regional demands on solid waste landfill capacity), recreation (increased demands on adjacent coastal trails and beaches). Mitigation measures include, but are not limited to: receiving final DRB approval for structures; landscaping, the trash enclosure area, mechanical equipment and lighting; approval of a Devereux Creek Vegetation Enhancement Plan; archaeological and Native American observer monitoring during grading; approval of a final grading and drainage plan including design features to control erosion; buyer notification relative to residential unit proximity to US 101 and periodic ELF hazards; controls on construction noise and emissions;

preparation of an acoustical analysis to ensure proper construction methods to minimize noise exposure; approval of roadway improvement plans; payment of transportation impact fees; preparation and implementation of solid waste management and reduction plans; and implementation of water quality protection measures. Mitigation measures from the Addendum and Addendum Revisions have been incorporated as recommended conditions of approval for the Development Plan. For more information regarding the project's environmental impacts and mitigation measures, please refer to the EIR Addendum and Addendum Revisions in Attachment 6.

General Plan Consistency Analysis

The General Plan consistency analysis and proposed GPA language is included in Attachment 7 and shows that the proposed project, as conditioned, would be consistent with all applicable policies. The following policies are highlighted:

Land Use Element Table 2-1 Planned Residential (R-P) Standards

The maximum height of the structures as measured from finished floor and finished grade is proposed to be 27 feet. This is 8 feet below the maximum height of 35 feet allowed by the Article II, Coastal Zoning Ordinance. However, these proposed heights from finished floor and finished grade to roof ridgeline of 26.5 feet and 27.0 feet would be 1.5 and 2 feet above the Land Use Element standard of 25 feet.

For such exceptions to be granted, a good cause finding must be made, per the GP/CLUP Glossary, if the exception is:

“defined as a better site or architectural design, will result in better resource protection, will provide a significant community benefit and/or does not create an adverse impact to the community character, aesthetics or public views.

This good cause finding can be made based on:

- a. The supportive comments received from the City DRB for the overall building configuration and size, bulk and scale;
- b. The reduction from 46 detached residential units as originally proposed down to 6 units translates into a reduction in the total number of buildings from 83 to 42. The substantial increase in clustering of structures compensates for a slightly higher roof line. The central area of the property would remain open, maintaining a view corridor through the parcel to the backdrop of the foothills and Santa Ynez Mountain skyline, which does not create an adverse impact to the community character, aesthetics, or public views.
- c. The project would provide five (5) studios (equal to 5 percent of all the units) to affordable to moderate-income (80 to 120 percent of median) households, and five (5) one-bedroom (equal to 5 percent of all the units) affordable to households earning 120 to 200 percent of the median

income, all subject to a 55-year resale restriction. In addition, the proposed project would provide in-lieu fees equivalent to five (5) units (equal to 5 percent of all the units) at prices affordable to very low-income households, and five (5) units (equal to 5 percent of all the units) affordable to low-income households.

- d. The Ordinance Amendment Development Agreement provides a contribution of \$1.5 million for the construction of a Santa Barbara County Fire Station No. 10.

The scale and design of the Haskell's Landing project would allow it to function as a gateway to the western Hollister Avenue corridor transition to business uses and single-family residential neighborhoods. These project components and conditions of approval for the development would allow this "good cause" finding to be made.

Proposed Citywide General Plan/Coastal Land Use Plan Amendments

The proposed project includes two amendments to Goleta General Plan/Coastal Land Use Plans that, as proposed, are consistent with City Track 3 Amendments. These amendments would apply City-wide: a 50-foot development setback from the Devereux Creek top of bank (Conservation Element Policy 2.2) and affordable housing inclusionary standards (Housing Element Policy 11.5).

Conservation Element Policy 2.2 Stream Protection Area

The amendments to CE 2.2 would result in the same requirement for the Streamside Protection Area (SPA) on undeveloped as well as previously developed properties. The requirement was originally 100 feet and 50 feet, respectively. The amendments provide for a uniform 50-foot SPA upland buffer area, with the provision for adjusting this buffer area upward or downward, as appropriate. The amendment proposes a different minimum width buffer but does not eliminate the requirement for an upland buffer as part of the SPA.

This amendment is consistent with the intent of the original policy language and would ensure consistency with the following other existing General Plan/Coastal Land Use Plan policies:

CE 1.6	Protection of ESHAs
CE 1.7	Mitigation of Impacts to ESHAs
CE 1.8	ESHA Buffers
CE 1.9	Standards Applicable to Development Projects
CE 1.10	Management of ESHAs
CE 2.3	Compatible Land Uses and Activities in Streamside Protection Areas (SPAs)
CE 2.5	Maintenance of Creeks as Natural Drainage Systems
CE 2.6	Restoration of Degraded Creeks

The amendments to CE 2.2, together with the above existing policies, would provide for appropriate protection and/or restoration/enhancement of biological resources. Specifically, protection of special status habitats, listed species, native species, wildlife linkages, and flood management would still be provided for.

A 50-foot development setback from the Devereux Creek top of bank, in combination with the project's consistency with the above CE policies relative to compatible uses within the creek corridor, the corridor's revegetation and enhancement, and improvement of the creek's hydrological capacity, would ensure consistency with the intent of the streamside protection area identified in Conservation Element Figure 4-1. Therefore, the project is considered consistent with CE 2.2, subject to adoption of the proposed amendment.

Housing Element Policy HE 11.5 (b) Establishment of Unit Percentages and Income Levels

This amendment eliminates the inclusionary requirement on rental projects and reduces the inclusionary requirement on for-sale housing projects from 30% to 20%. Additionally, the inclusionary requirement that remains on for-sale projects would be distributed at 5% over the very low, low, moderate, and above moderate income categories.

This Citywide amendment would be consistent with the intent of the original policy language. Without the removal and/or reduction of the stricter inclusionary requirements, the provision of rental housing is less likely due to the slow rate of financial return. Additionally, for-sale projects are more likely to come forward since the percentage inclusionary requirement would be more achievable. These amendments would result in promoting the intention of underlying land use designations and would allow sustained economic growth.

The proposed project would provide five (5) studios (equal to 5 percent of all the units) affordable to moderate-income (80 to 120 percent of median) households, and five (5) one-bedroom (equal to 5 percent of all the units) affordable to households earning 120 to 200 percent of the median income, all subject to a 55-year resale restriction. In addition, the proposed project would provide in-lieu fees equivalent to five (5) units (equal to 5 percent of all the units) at prices affordable to very low-income households, and five (5) units (equal to 5 percent of all the units) affordable to low-income households. Therefore, the project is considered consistent with HE 11.5 subject to adoption of the proposed amendment.

Zoning Ordinance Consistency Analysis

The proposed project would be consistent with all applicable setback, building coverage, height, and landscaping requirements of the DR-8 (Design Residential, maximum 8 units/per acre) zone district, except for requested modification to front yard setback requirements, parking setbacks, and parking standards requiring no

encroachment into a street or a sidewalk. Attachment 8 of this staff report provides a detailed discussion of project compliance with applicable zoning requirements and standards.

Modifications to Article II Standards:

The following modifications as shown on the Development Plan included in Attachment 9, are requested per the provisions of §35-174.8(1), Article II of the City Code (Coastal Zoning Ordinance or CZO):

- Reduction of the front yard setback requirement (20 ft. from road right-of-way or 50 ft. from centerline) to allow for construction of 15 units between 11 - 18 feet from the Hollister Avenue right of way, and for construction of 10 units between 11 – 13 feet from the Las Armas Road right of way, (Section 35.174.8.1).
- Reduction of the front yard setback requirement (20 ft. from road right-of-way or 50 ft. from centerline) to allow for construction of the units a minimum distance of 5 feet from the right of way, and 19 feet from the centerline of the interior roads, (Section 35.174.8.1).
- Modification of the parking setback of requiring that uncovered areas be screened from street and adjacent residences to a height of 4' by plantings, fences or walls, for on-street parking spaces, (Section 35.174.12.2.b).
- Modification of the parking standards requiring no encroachment into a street or a sidewalk when backing out of space, by providing parking pockets that would back on to private streets, (Section 35.114.3.d).

The residential units facing Hollister Avenue and Las Armas Road are considered through lots with front yard setbacks measured from both these roadways and the interior streets. Any parking located within unit driveways is in excess of the required Article II requirements, and is therefore not subject to the Parking Setback modification. The proposed parking along the northern property boundary west of Devereux Creek will not be able to be screened from adjacent residents, so in this instance and in similar areas where similar situation may occur, a modification is required. It is expected, however, that all parking pockets along private roadways would have screening.

Design Review Board

The Design Review Board (DRB) considered the project for *Conceptual* review on March 25, April 22, June 10, July 22, August 26, and October 14, 2008. The series of meetings resulted in project redesigns to increase clustering of project components, in particular, minimizing the use of detached single family residences. The use of Mediterranean architectural style elements, including red-tile roofs and stone-lined facades, was removed in favor of motifs consistent with contemporary continental designs (e.g., the Coastal and Ranch styles instead of a Tuscan, Rustic Farm House).

Integration of proposed internal pedestrian linkages with Las Armas Road and potential parking areas was requested. The resulting project revisions submitted received favorable review in regards to landscaping, architecture, design/height, and compatibility with the adjacent developments. At the meeting of October 14, 2008, the DRB concluded conceptual review, voting unanimously (7-0) to forward the item to the Planning Commission noting that the project revisions are much appreciated and a vast improvement presenting a creative solution for the site. Copies of the DRB minutes are available at the Planning & Environmental Services Department.

Goleta Growth Management Ordinance (GGMO)

The Haskell's Landing project is a residential land use, and therefore is not subject to Ordinance 03-04, the Goleta Growth Management Ordinance.

Summary

With the exception of impacts previously acknowledged in 94-EIR-9 and/or Residences at Sandpiper EIR Supplement on aesthetics, biological resources (cumulative), hazards (emergency and peak electrical use periods), public services (contribution to cumulative schools and solid waste landfill capacity), and recreation, all other potentially significant impacts can be mitigated to less than significant levels.

GOLETA STRATEGIC PLAN:

The Haskell's Landing project would be consistent with the following Goals in the Strategic Plan entitled: "Promote Comprehensive Housing Programs and Solutions". The project moves the City closer towards realizing its vision as defined within the City's Strategic Plan.

ALTERNATIVES:

None are recommended.

LEGAL REVIEW:

This staff report and the corresponding attachments have been reviewed by the City Attorney. The Development Agreement was also negotiated and reviewed by City Legal Counsel

FISCAL IMPACTS:

The processing costs associated with the Haskell's Landing Project are paid by the applicant.

Submitted By:

Reviewed By:

Approved By:

Steve Chase
Planning and Environmental
Services Director

Michelle Greene
Administrative
Services Director

Daniel Singer
City Manager

ATTACHMENTS:

1. City Council Resolution 09-___; A Resolution of the City Council of the City of Goleta, California Accepting the Addendum Dated November 10, 2008 and Addendum Revisions Dated March 27, 2009 to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR Pursuant to the State Guidelines for the Implementation of the California Environmental Quality Act and Adopting CEQA Findings and a Mitigation Monitoring and Reporting Program for the Haskell's Landing Project; Case No. 07-102-GP, -OA, - TM, -DP, -RN; Hollister Avenue/Las Armas Road Intersection; APN 079-210-049
2. City Council Resolution 09-___; A Resolution of the City Council of the City of Goleta, California Approving Case No. 07-102-GP, Amending General Plan/Coastal Land Use Plan Policy CE 2.2 and HE Policy 11.53. City Council
3. Ordinance 09-___; An Ordinance of the City Council of the City of Goleta, California Approving Case 07-102-OA, a Development Agreement for the Proposed Haskell's Landing Project; Hollister Avenue/Las Armas Road Intersection; APN 079-210-049"
4. City Council Resolution 09-___; A Resolution of the City Council of the City of Goleta, California Approving Case No. 07-102-TM, -DP, -RN; a Vesting Tentative Tract Map, Development Plan, and Road Naming for the Haskell's Landing Project, Hollister Avenue/Las Armas Road Intersection; APN 079-210-049
5. Planning Commission Minutes, Hearing of 2-9-09
6. CEQA Addendum to 94-EIR-9, Residences at Sandpiper EIR Supplement, and City of Goleta General Plan / Coastal Land Use Plan dated November 10, 2008 Addendum Revisions dated March 27, 2009; EIR and SEIR Summary Impact Tables
7. General Plan Policy Consistency Analysis
8. Zoning Ordinance Consistency Analysis
9. Project Plans

ATTACHMENT 1

City Council Resolution 09-___; A Resolution of the City Council of the City of Goleta, California Accepting the Addendum Dated November 10, 2008 and Addendum Revisions Dated March 27, 2009 to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR Pursuant to the State Guidelines for the Implementation of the California Environmental Quality Act and Adopting CEQA Findings and a Mitigation Monitoring and Reporting Program for the Haskell's Landing Project; Case No. 07-102-GP, -OA, - TM, -DP, -RN; Hollister Avenue/Las Armas Road Intersection; APN 079-210-049

RESOLUTION NO. 09-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA ACCEPTING THE ADDENDUM DATED NOVEMBER 10, 2008 AND ADDENDUM REVISIONS DATED MARCH 13, 2009 TO THE ARADON PROJECT EIR (94-EIR-9), RESIDENCES AT SANDPIPER SUPPLEMENTAL EIR, AND THE CITY OF GOLETA GENERAL PLAN/COASTAL LAND USE PLAN EIR AND ADOPTING CEQA FINDINGS AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE HASKELL'S LANDING PROJECT; CASE NO. 07-102-GP, -OA, - TM, -DP, -RN; HOLLISTER AVENUE/LAS ARMAS ROAD INTERSECTION; APN 079-210-049.

WHEREAS, an application was submitted by Lucon, Ltd., agent, for the property owner, Oly Chadmar Partnership, LLC, on May 8, 2007 requesting approval of an General Plan Amendment, Development Agreement (Ordinance Amendment), Vesting Tentative Tract Map, Final Development Plan; and Road Naming; and

WHEREAS, the application was found complete for processing on February 19, 2008; and

WHEREAS, the application is for two General Plan Amendments, a Development Agreement, a Vesting Tentative Tract Map, a Final Development Plan, and Road Naming for Oly Chadmar Partnership, LLC to construct a 101-unit residential project; and

WHEREAS, it was determined that the proposed project, inclusive of all of its various components, was subject to the California Environmental Quality Act and that preparation of an Addendum dated November 10, 2008 and Addendum Revisions dated March 27, 2009 to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR would be appropriate; and

WHEREAS, a Draft Addendum was prepared by the City of Goleta, and was circulated with the Planning Commission Staff Report of November 17, 2008 between November 11, 2008 and the Planning Commission hearing of February 9, 2009; and

WHEREAS, a total of seven letters or written statements were received on the Draft Addendum; and

WHEREAS, on November 17, 2008, and February 9, 2009, the City of Goleta Planning Commission conducted duly noticed public hearings on the project application, at which time all interested persons were given an opportunity to be heard; and considered the entire administrative record, including application materials, staff report, the Addendum, and oral and written testimony from interested persons; and

WHEREAS, at the City of Goleta Planning Commission hearing on February 9, 2009, a motion to approve the project did not pass (2 ayes; 2 noes), no substitute motion was made, and as a matter of procedure, the lack of a majority vote on a motion and the lack of a substitute motion results in the project being "deemed denied" by the Planning Commission; and

WHEREAS, in response to written public comments received, a proposed Addendum Revisions was released on March 27, 2009, pursuant to the requirements of the State and City CEQA Guidelines; and

WHEREAS, on April 7, 2009, the City Council conducted a duly noticed public hearing on the project application, at which time all interested persons were given an opportunity to be heard; and considered the entire administrative record, including application materials, staff report, the Addendum, the Addendum Revisions, and oral and written testimony from interested persons; and

WHEREAS, the City Council finds that acceptance of the Addendum dated November 10, 2008 and Addendum Revisions dated March 27, 2009 to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR for the Haskell's Landing Project would be based on its ability to make the required findings, including findings pursuant to the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLETA AS FOLLOWS:

SECTION 1. Recitals.

The City Council hereby finds and determines the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. Acceptance of the Addendum dated November 10, 2008 and Addendum Revisions dated March 27, 2009 to the Aradon Project EIR (94-EIR-9) Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR.

The City Council has examined the proposed Addendum and Addendum Revisions, and considered it with the previously certified Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR), as well as the comments on the Draft Addendum, and finds that the Addendum and Addendum Revisions have been prepared in compliance with the requirements of CEQA, including direct, indirect, and cumulatively significant effects and proposed mitigation measures; and hereby certifies that the Addendum and Addendum Revisions constitute a complete, accurate, adequate, and good faith effort at full disclosure, and reflects

the City of Goleta's independent judgment and analysis pursuant to the State CEQA Guidelines.

SECTION 3. Adoption of Findings.

The findings set forth in Exhibit 1 to this Resolution are hereby adopted and incorporated herein by reference.

SECTION 4. Documents.

The documents and other materials which constitute the record of proceedings upon which this decision is based are in the custody of the City Clerk, City of Goleta, 130 Cremona Drive, Suite B, Goleta, California, 93117.

SECTION 5. Publication.

The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2009.

ROGER S. ACEVES, MAYOR

ATTEST:

APPROVED AS TO FORM:

DEBORAH CONSTANTINO
CITY CLERK

TIM W. GILES
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA)
CITY OF GOLETA) ss.

I, DEBORAH CONSTANTINO, City Clerk of the City of Goleta, California, DO HEREBY CERTIFY that the foregoing City Council Resolution No. 09-__ was duly adopted by the City Council of the City of Goleta at a regular meeting held on the ___ day of _____, 2009, by the following vote of the Council:

AYES:

NOES:

ABSENT:

(SEAL)

DEBORAH CONSTANTINO
CITY CLERK

**EXHIBIT 1
CEQA FINDINGS**

**HASKELL'S LANDING PROJECT
HOLLISTER AVENUE/LAS ARMAS ROAD INTERSECTION;
APN 079-210-049
CASE NO. 07-102-GP, -OA, -TM, -DP, -RN;**

Findings pursuant to the California Environmental Quality Act Guidelines Sections 15091, 15093, and 15164:

1. *Consideration of the Addendum dated November 10, 2008 and Addendum Revisions dated March 27, 2009 to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR*

The Addendum dated November 10, 2008 for the Haskell's Landing Project was presented to the City Council and all voting members of the Council have reviewed and considered the Addendum and Addendum Revisions, including the impact summary table from 94-EIR-9, the Residences at Sandpiper SEIR, and the Goleta General Plan/Coastal Land Use Plan EIR, prior to the City Council approving this proposal attached to the Addendum. In addition, the City Council was made aware of the availability of 94-EIR-9, the Residences at Sandpiper SEIR, and the Goleta General Plan/Coastal Land Use Plan EIR and all documents referenced therein for review by the Council and the public. All voting Council Members have reviewed and considered the testimony and additional information presented at or prior to the public hearing on April 7, 2009. The Addendum and Addendum Revisions to 94-EIR-9, the Residences at Sandpiper SEIR, and the Goleta General Plan/Coastal Land Use Plan EIR reflect the independent judgment of the City Council and are adequate for this proposal pursuant to Section 15164 of the State CEQA Guidelines.

2. *Findings that Certain Unavoidable Impacts are Mitigated to the Maximum Extent Feasible*

The original Aradon EIR, 94-EIR-9, which evaluated the development of 105 attached residential units and a daycare center for the project site, identified three environmental impacts that could not be fully mitigated. The Residences at Sandpiper SEIR, which evaluated 119 attached and detached residential units, identified six project-specific and one cumulative environmental impact that could not be fully mitigated and were therefore considered unavoidable. The EIR Addendum dated

November 10, 2008 and Addendum Revisions dated March 27, 2009 for the current 101-unit project request identified that previously identified impacts will remain the same or less than previously identified, and identify three project-specific and two cumulative environmental impacts that cannot be fully mitigated and are therefore considered unavoidable. With implementation of the Haskell's Landing Project, significant and unavoidable project-specific impacts on aesthetics, hazards, and recreation, and cumulative impacts on biological resources and public services (schools and solid waste disposal) are expected. Mitigation is required, including a Vegetation Enhancement Plan of Devereux Creek, notification to future owners of potential EMF exposure, preparation of a Solid Waste Management Program, notification of the Goleta Union School District and Santa Barbara High School District of the expected buildout date of the project, and payment of mandatory school fees. No other feasible mitigation is known that would further reduce the severity of this impact. To the extent that impacts remain significant and unavoidable, the impacts are acceptable when weighed against the overriding social, economic, and other public benefits set forth in the Statement of Overriding Considerations included herein.

3. *Findings that Certain Impacts are Mitigated to Less than Significant Levels by the Conditions of Approval*

The Addendum dated November 10, 2008, Addendum Revisions of March 27, 2009 addressed the following issue areas and found that project-specific impacts could be mitigated to less than significant levels:

Aesthetics/Visual Resources: With implementation of mitigation measures which address project architecture, landscaping, lighting, utility screening and DRB review, project impacts to visual resources would be reduced to less than significant levels.

Air Quality: With implementation of mitigation measures to reduce dust, NO_x, and ROC emissions, requirement to use non-CFC refrigerants, compliance with APCD rules and regulations, and incorporation of alternative transportation and energy efficiency into the project operations, air quality impacts would be reduced to less than significant levels.

Biology: With implementation of mitigation measures including a Vegetation Enhancement Plan (VEP) for Devereux Creek and adjacent wetland and native grassland habitat, Best Management Practices to minimize degradation of water quality, designing site grading to facilitate runoff to riparian and wetland habitats rather than to the sewer system, using directional drilling to accomplish utility placement within the

Devereux Creek corridor, impacts to biological resources, would be reduced to less than significant levels.

Cultural Resources: Mitigation is required to monitor construction grading by a City-qualified archaeologist and local Native American observer to identify and mitigate impacts, if necessary, to previously unknown archaeological resources that could be encountered during site preparation activities. Implementation of this mitigation would reduce the potential for archaeological impacts to less than significant levels.

Geology/Drainage: With implementation of mitigation measures including erosion control, implementation of soils report recommendations to address on-site soil constraints during construction, and requirement for grading and drainage design details to be approved by Community Services prior to land use permits, geology and drainage impacts would be reduced to less than significant levels.

Noise: With implementation of mitigation restricting short-term construction activities and mitigation requiring acoustical analysis to identify construction methods that will ensure that noise levels in interior areas of residences would not exceed 45 dBA CNEL, and construction of a noise barrier along the northern property boundary and extending 50 feet west and east of the northwestern and northeastern property boundaries, respectively, noise impacts would be reduced to less than significant levels.

Public Services: With compliance with mitigation measures requiring confirmation of adequate water and sewage treatment capacities to serve the project these, public services impacts would be reduced to less than significant levels.

Traffic/Circulation: With implementation of mitigation measures requiring payment of transportation improvement fees, and review and approval of roadway improvements by Community Services staff, project transportation/circulation impacts would be reduced to less than significant levels.

Water Resources: With implementation of mitigation measures which require implementation of BMPs during construction, review and approval of grading and drainage plans by Community Services staff, implementation of a pesticide/herbicide/fertilizer plan to minimize use of these chemicals in the landscape plan, incorporation of water saving irrigation methods, and confirmation of adequate water supply from the Goleta Water District, water resource and flooding impacts would be reduced to less than significant levels.

4. *Statement of Overriding Considerations*

The original EIR for the Aradon Project, 94-EIR-9, The Residences at Sandpiper SEIR, the Goleta General Plan/Coastal Land Use Plan, and the Addendum dated November 10, 2008 and Addendum Revisions of March 27, 2009 identify three project-specific and two cumulative environmental impacts associated with the Haskell's Landing Project that cannot be fully mitigated and are therefore considered unavoidable. With implementation of the Haskell's Landing Project, significant and unavoidable impacts on loss of open space, potential for infrequent exposure to electronic magnetic frequencies (EMF) along the eastern project boundary, contributions to solid waste disposal and school enrollments, and incremental impacts on recreational coastal trail use in the vicinity are expected. Required mitigation/conditions of approval would not reduce these impacts below the level of significance. Pursuant to CEQA Section 15093, any remaining significant effects on the environment are acceptable due to these overriding considerations:

Development of the Haskell's Landing Project will further the planning objectives contained within the City's General Plan/Coastal Land Use Plan and will result in public benefits, including among others, the following:

- Providing housing that will help to satisfy the City's obligation to meet the City's share of regional housing needs;
- Providing five (5) studio housing units in the affordable range of 80-120 of median income, which will be subject to a 55-year resale restriction;
- Providing five (5) one-bedroom housing units in the affordable range of 120-200% of median income, which will be subject to a 55-year resale restriction;
- Providing an in-lieu fee (\$403,225) equivalent to five (5) housing units in the affordable range of low-income households;
- Providing an in-lieu fee (\$403,225) equivalent to five (5) housing units in the affordable range of very low-income households;
- Fulfilling the long-term economic goals for the City by providing housing to help offset the job/housing imbalance;
- Providing fiscal benefits to City's General Fund in terms of increased property taxes;
- Providing short-term construction employment within the City; and
- In accordance with the provisions of the Development Agreement between Oly Chadmar Partnership, LLC, and the City of Goleta, the Project Applicant making a contribution of One Million Five Hundred Thousand Dollars (\$1,500,000) to the City to be earmarked for the funding of the construction of Fire Station No. 10.

- Providing restoration, enhancement, and maintenance in perpetuity, of approximately 3.48 acres onsite that currently comprises degraded riparian wetland and grassland resources.

Therefore, the City Council finds that these benefits outweigh the aesthetic, potential hazards, and recreational project-specific impacts, and biological resources and public services cumulative impacts associated with the project.

5. *Full Disclosure and Acceptance of the Addendum to 94-EIR-9*

The City Council finds that 94-EIR-9, the Residences at Sandpiper SEIR, and the Goleta General Plan/Coastal Land Use Plan EIR, as amended by the Addendum dated November 10, 2008 and Addendum Revisions dated March 27, 2009 is a complete, accurate, adequate, and good faith effort at full disclosure under CEQA. The City Council further finds that the Addendum and Addendum Revisions have been completed in compliance with CEQA. The City Council finds that through feasible conditions placed upon the project, the significant impacts on the environment have been eliminated or substantially mitigated. These measures have been incorporated into the project description and/or the conditions of approval for 07-102-GP, -OA, -TM, -DP, -RN. Based on the whole of the record before it, the City Council accepts the Addendum to 94-EIR-9 dated November 10, 2008 and the Addendum Revisions dated March 27, 2009 as fulfilling the environmental review requirements for the Haskell's Landing Development Plan in compliance with CEQA.

6. *Environmental Reporting and Monitoring Program*

Public Resources Code Section 21081.6 and State CEQA Guidelines Section 15097 require the City to adopt a reporting or monitoring program for the changes to the project which it has adopted or made a condition of approval in order to mitigate or avoid significant effects on the environment. The approved project description and conditions of approval, with their corresponding permit monitoring requirements, are hereby adopted as the monitoring program for this project. The monitoring program is designed to ensure compliance during project implementation.

7. *Location of Record of Proceedings*

The documents and other materials which constitute the record of proceedings upon which this recommendation is based are in the custody of the City Clerk, City of Goleta located at 130 Cremona Drive, Suite B, Goleta, CA 93117.

ATTACHMENT 2

City Council Resolution 09-__; A Resolution of the City Council of the City of Goleta, California Approving Case No. 07-102-GP, Amending General Plan/Coastal Land Use Plan Policy CE 2.2 and HE Policy 11.53. City Council

RESOLUTION NO. 09-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLETA,
CALIFORNIA TO APPROVE CASE NO. 07-102-GP AMENDING GENERAL
PLAN/COASTAL LAND USE PLAN POLICY CE 2.2 AND HE 11.5**

WHEREAS, an application was submitted by Lucon, Ltd., agent, for the property owner, Oly Chadmar Partnership, LLC, on May 8, 2007 requesting approval of General Plan Amendments to provide the flexibility to preserve and enhance Devereux Creek Environmentally Sensitive Habitat Area (ESHA), preserve all onsite wetland habitats and primary native grassland habitats as open space, restore Devereux Creek flows through the site, implement Best Management Practices ensuring enhancement of runoff water quality, and to provide for 10 onsite affordable housing units; the project application was deemed complete on February 19, 2008; and

WHEREAS, the application is an element of a proposal to construct a 101-unit residential condominium project; and

WHEREAS, it was determined that the proposed project, inclusive of all of its various components including the requested General Plan/Coastal Land Use Plan amendments, is subject to the California Environmental Quality Act, that one or more significant effects on the environment may occur, and that preparation of an Addendum to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR is required; and

WHEREAS, a Draft Addendum to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR was prepared by Dudek under contract to the City and circulated to the public with the Planning Commission Staff Report of November 17, 2008 between November 11, 2008 and the Planning Commission hearing of February 9, 2009; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on November 17, 2008, and February 9, 2009, at which time all interested persons were given an opportunity to be heard; and on February 9, 2009 a motion to approve the project did not pass (2 ayes; 2 noes), no substitute motion was made and as a matter of procedure, the lack of a majority vote on a motion and the lack of a substitute motion results in the project being "deemed denied" by the Planning Commission; and

WHEREAS, in response to written public comments received, a proposed Addendum Revisions was released on March 27, 2009, pursuant to the requirements of the State and City CEQA Guidelines; and

WHEREAS, the City Council conducted a duly noticed public hearing on April 7, 2009, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council has considered the entire administrative record, including the staff reports, the Draft and Final EIRs, comments and responses to comments, the application materials, the recommendation of the Planning Commission, and oral and written testimony from interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLETA AS FOLLOWS:

Section 1. Recitals

The City Council hereby finds and determines that the foregoing recitals, which are incorporated herein by reference, are true and correct.

Section 2. Amendment to the General Plan/Coastal Land Use Plan

This resolution amends the General Plan/Coastal Land Use Plan Conservation Element Policy CE 2.2 and Housing Element Policy HE 11.5 as shown in Exhibit 1.

Section 3. Findings

The findings set forth in Exhibit 1 to this resolution are hereby adopted and incorporated herein by reference.

Section 4. Documents

The documents and other materials which constitute the record of proceedings upon which this decision is based are in the custody of the City Clerk, City of Goleta, 130 Cremona Drive, Suite B, Goleta, California, 93117.

Section 5. Certification

The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2009.

ROGER S. ACEVES, MAYOR

ATTEST:

APPROVED AS TO FORM:

DEBORAH CONSTANTINO
CITY CLERK

TIM W. GILES
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF GOLETA)

I, DEBORAH CONSTANTINO, City Clerk of the City of Goleta, California, DO HEREBY CERTIFY that the foregoing City Council Resolution No. 09-__ was duly adopted by the City Council of the City of Goleta at a regular meeting held on the ___ day of _____, 2009, by the following vote of the Council members:

AYES:

NOES:

ABSENT:

(SEAL)

DEBORAH CONSTANTINO
CITY CLERK

EXHIBIT 1 FINDINGS

AMENDMENT TO GENERAL PLAN/COASTAL LAND USE PLAN POLICY CE 2.2 and POLICY HE 11.5; CASE NO. 07-102-GP

1.0 GENERAL PLAN/COASTAL LAND USE PLAN AMENDMENT LANGUAGE

Conservation Element, Policy CE 2.2

CE 2.2 Streamside Protection Areas. [GP/CP]

A streamside protection area (SPA) is hereby established along both sides of the creeks identified in Figure 4-1. The purpose of the designation shall be to preserve the SPA streamside protection area in a natural state in order to protect the associated riparian habitats and ecosystems. The SPA streamside protection area shall include the creek channel, wetlands and/or riparian vegetation related to the creek hydrology, and an adjacent upland buffer area. The width of the SPA upland buffer streamside protection area shall be as follows:

- a. ~~In areas where land has already been fully subdivided and developed, the SPA upland buffer shall not be less than 50 feet outward on both sides of the creek, measured from the top of the bank or the outer limit of wetlands and/or riparian vegetation, whichever is greater. The City may consider increasing or decreasing the width of the SPA upland buffer on a case-by-case basis at the time of environmental review. The City may allow portions of a SPA upland buffer to be less than 50 feet wide based on a site specific assessment if (1) there is no feasible alternative siting for development that will avoid the SPA upland buffer; and (2) the project's impacts will not have significant adverse effects on streamside vegetation or the biotic quality of the stream. Exceptions may be allowed in instances where existing permitted development on a subject parcel encroaches within the 50-foot buffer if: (1) there is no feasible alternative siting for the development that will avoid the SPA; (2) the new development will not extend into the ESHA, and the resulting buffer will not be less than 25 feet; and (3) the new development will not encroach further into the SPA than the existing development on the parcel.~~
- b. ~~In all other instances, the SPA shall not be less than 100 feet outward on both sides of the creek, measured from the top of the bank or the outer limit of associated wetlands and/or riparian vegetation, whichever is greater.~~

~~b-e.~~ If the provisions above would result in any legal parcel created prior to the date of this plan being made unusable in its entirety for any purpose allowed by the land-use plan, exceptions to the foregoing may be made to allow a reasonable economic use of the parcel, subject to approval of a conditional use permit.

Housing Element, Policy HE 11.5

HE 11.5 Establishment of Unit Percentages and Income Levels. [GP]

~~Except for designated affordable housing sites as set forth in HE 11.6, the~~ inclusionary housing requirement shall be as follows:

~~a. Proposed rental projects shall be required to provide 5 percent of the total number of units within the project at rent levels affordable to very low- and low-income households.~~

~~ab.~~ Proposed for-sale projects, including subdivisions for purposes of condominium conversions, will be required to provide 5 percent of the units at prices affordable to very low-income households, 5 percent affordable to low-income households, ~~5~~ 10 percent affordable to moderate-income households, and ~~5~~ 10 percent affordable to households earning 120 to ~~200~~ 150 percent of the median income.

Requirements for provision of inclusionary units in for-sale projects for very low- and low-income households may be satisfied by providing the same number of rental units at rent levels affordable to these households.

2.0 ADMINISTRATIVE FINDINGS

Government Code Section 65358 requires that any adopted general plan amendment must be in the public interest.

Conservation Element, Policy CE 2.2

CE 2.2 Streamside Protection Areas. [GP/CP]

The amendments to CE 2.2 would result in the same requirement for the Streamside Protection Area (SPA) on undeveloped as well as previously developed properties. The requirement was originally 100 feet and 50 feet, respectively. The amendments provide for a uniform 50-foot SPA upland buffer area, with the provision for adjusting this buffer area upward or downward, as appropriate. The amendment proposes a different minimum width buffer but does not eliminate the requirement for an upland buffer as part of the SPA.

This amendment is consistent with the intent of the original policy language and would ensure consistency with the following other existing General Plan/Coastal Land Use Plan policies:

- CE 1.6 Protection of ESHAs
- CE 1.7 Mitigation of Impacts to ESHAs
- CE 1.8 ESHA Buffers
- CE 1.9 Standards Applicable to Development Projects
- CE 1.10 Management of ESHAs
- CE 2.3 Compatible Land Uses and Activities in Streamside Protection Areas (SPAs)

CE 2.5 Maintenance of Creeks as Natural Drainage Systems
CE 2.6 Restoration of Degraded Creeks

The amendments to CE 2.2, together with the above existing policies, would provide for appropriate protection and/or restoration/enhancement of biological resources. Specifically, protection of special status habitats, listed species, native species, wildlife linkages, and flood management would still be provided for.

The amendments would result in the public benefit of greater flexibility in promoting other goals and objectives of the General Plan/Coastal Land Use Plan. Establishing a 50-foot buffer, while allowing for adjustment upward or downward based on a site specific assessment, results in the greater likelihood of achieving the intention of underlying land use designations. This would provide for appropriate protection of biological resources while allowing sustained economic growth. The finding under Government Code Section 65358 can therefore be made.

Housing Element, Policy HE 11.5

HE 11.5 Establishment of Unit Percentages and Income Levels. [GP]

This amendment eliminates the inclusionary requirement on rental projects and reduces the inclusionary requirement on for-sale housing projects from 30% to 20%. Additionally, the inclusionary requirement that remains on for-sale projects would be distributed at 5% over the very low, low, moderate, and above moderate income categories.

The elimination of the inclusionary requirement on rental projects is in the public interest because the removal would increase the likelihood for the provision of rental housing in Goleta. New rental housing stock is not commonly provided by developers in Goleta because of the slow rate of financial return and removal of the inclusionary requirement would increase the likelihood of construction of a housing type that inherently supports workforce groups. Additionally, the provision of very-low and low rental housing opportunities is often most efficiently accomplished in projects developed by non-profit housing groups through financing mechanisms available to those groups, rather than through inclusionary requirements on rental housing projects proposed by applicants other than these non-profit housing groups. Therefore, the intent of the original policy language to provide rental opportunities for very low and low income groups could still be achieved through a different, but generally more successful, approach.

The reduction in the inclusionary requirement on for-sale housing projects from 30% to 20%, distributed equally among the four targeted income groups, is also in the public interest in that it increases the opportunity for development of new for-sale housing stock. The 20% requirement is more consistent with inclusionary requirements in other jurisdictions, particularly those with similar higher land costs. The intent of the original policy language to provide for-sale opportunities for the four targeted income groups is preserved and the actual

provision of such units on the ground is more likely since the percentage requirement is more achievable. Additionally, the option for providing very low and low units as rental housing is retained.

The amendments to HE 11.5 result in the public benefit of the increased likelihood of the provision of new rental and for-sale housing stock through the removal and/or reduction of the stricter inclusionary requirements. This would also result in promoting the intention of underlying land use designations and would allow sustained economic growth. The finding under Government Code Section 65358 can therefore be made.

ATTACHMENT 3

Ordinance 09-___; An Ordinance of the City Council of the City of Goleta, California Approving Case 07-102-OA, a Development Agreement for the Proposed Haskell's Landing Project; Hollister Avenue/Las Armas Road Intersection; APN 079-210-049"

ORDINANCE NO. 09-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GOLETA
APPROVING CASE NO. 07-102-OA, AN ORDINANCE AMENDMENT FOR A
DEVELOPMENT AGREEMENT FOR THE PROPOSED HASKELL'S LANDING
PROJECT; HOLLISTER AVENUE/LAS ARMAS ROAD INTERSECTION; APN
079-210-049**

WHEREAS, an application was submitted by Lucon, Ltd., agent, for the property owner, Oly Chadmar Partnership, LLC, on May 8, 2007 requesting approval of an General Plan Amendment, Development Agreement (Ordinance Amendment), Vesting Tentative Tract Map, Final Development Plan; and Road Naming); the project application was deemed complete on February 19, 2008; and,

WHEREAS, the Development Agreement would allow for constructing a 101-unit residential condominium project and,

WHEREAS, it was determined that the proposed project, inclusive of all of its various components including the Development Agreement, is subject to the California Environmental Quality Act, that one or more significant effects on the environment may occur, and that preparation of an Addendum to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR is required;

WHEREAS, a Draft Addendum to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR was prepared by Dudek under contract to the City and circulated to the public with the Planning Commission Staff Report of November 17, 2008 between November 11, 2008 and the Planning Commission hearing of February 9, 2009; and,

WHEREAS, the Planning Commission conducted a duly noticed public hearing on November 17, 2008, and February 9, 2009, at which time all interested persons were given an opportunity to be heard; and at the February 9, 2009 hearing, a motion to approve the project did not pass (2 ayes; 2 noes), no substitute motion was made, and as a matter of procedure, the lack of a majority vote on a motion and the lack of a substitute motion results in the project being "deemed denied" by the Planning Commission; and,

WHEREAS, in response to written public comments received, a proposed Addendum Revisions was released on March 27, 2009, pursuant to the requirements of the State and City CEQA Guidelines; and

WHEREAS, the City Council conducted a duly noticed public hearing on April 7, 2009 at which time all interested persons were given an opportunity to be heard; and,

WHEREAS, the City Council has considered the entire administrative record, including the staff reports, the Draft Addendum and Addendum Revisions to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR, comments and responses to comments, the application materials, the Planning Commission recommendation, and oral and written testimony from interested persons.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GOLETA AS FOLLOWS:

Section 1. Recitals

The City Council hereby finds and determines that the foregoing recitals, which are incorporated herein by reference, are true and correct.

Section 2. Administrative Findings

The findings set forth in Exhibit 1 to this Ordinance are hereby adopted and incorporated herein by reference.

Section 3. Ordinance and Development Agreement

The City Council hereby adopts the proposed Ordinance and Development Agreement between the City and the Oly Chadmar Partnership, LLC as set forth in Exhibit 2 to this Ordinance.

Section 4. Documents

The documents and other materials which constitute the record of proceedings upon which this decision is based are in the custody of the City Clerk, City of Goleta, 130 Cremona Drive, Suite B, Goleta, California, 93117.

Section 5. Effective Date

This ordinance shall take effect on the 31st day following the date of its final adoption.

Section 6. Publication

The City Clerk shall certify to the passage of this Ordinance and cause the same to be published and posted in the manner prescribed by California law.

INTRODUCED ON the 7th day of April, 2009.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2009.

ROGER S. ACEVES, MAYOR

ATTEST:

APPROVED AS TO FORM:

DEBORAH CONSTANTINO
CITY CLERK

TIM W. GILES
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA)
CITY OF GOLETA) ss.

I, DEBORAH CONSTANTINO, City Clerk of the City of Goleta, California, DO HEREBY CERTIFY that the foregoing City Council Ordinance No. 09-__ was duly adopted by the City Council of the City of Goleta at a regular meeting held on the ___ day of _____, 2009, by the following vote of the Council members:

AYES:

NOES:

ABSENT:

(SEAL)

DEBORAH CONSTANTINO
CITY CLERK

**EXHIBIT 1
FINDINGS**

**DEVELOPMENT AGREEMENT FOR THE PROPOSED HASKELL'S LANDING
PROJECT; HOLLISTER AVENUE/LAS ARMAS ROAD INTERSECTION; APN
079-210-049**

ADMINISTRATIVE FINDINGS

1.0 *Ordinance Amendment/Development Agreement: An ordinance amendment for approval of a development agreement between the City and a project application shall only be approved if the legislative body makes the following findings:*

1.1 *A development agreement is a legislative act that shall be approved by ordinance and is subject to referendum.*

The proposed development agreement between the Oly Chadmar Partnership, LLC would be approved by Ordinance 09-__ and would be subject to referendum.

1.2 *A development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the General Plan and any applicable specific plans.*

The proposed Development Agreement is consistent with the applicable General Plan, as well as consistent with Government Code Sections 66498.1 and 66474.2 authorizing the City to impose conditions on any project approval to protect the health, safety, and welfare of the residents of the City as well as to ensure compliance with State and Federal law. The Development Agreement furthers the goals of the General Plan (as applicable) and is in the interest of the general community welfare in that the Agreement will result in an increase in the City's overall housing supply facilitating the City's efforts to meet regional housing goals set by the State, an increase in the City's supply of affordable housing, results in construction and providing infrastructure for a Fire Station No. 10 west of the project site, and provides opportunities to reduce traffic levels and vehicular emissions in the area due to the proximity of the proposed residential units to job, shopping, public transit, and recreational opportunities. The Development Agreement provides for certainty in planning and construction as well as orderly, phased development and it also provides for the appropriate timing of the installation of necessary improvements and payment of development impact mitigation fees.

1.3 *A development agreement that includes a subdivision, as defined in Section 66473.7, shall not be approved unless the agreement provides that any*

tentative map approval prepared for the subdivision will comply with the provisions of Section 66473.7.

The Vesting Tentative Tract Map for the project (TM 32,032) complies with Section 66473.7 because the developer has made provisions for securing an adequate water supply for the project pursuant to Section 667437.7.

DEVELOPMENT AGREEMENT BY AND BETWEEN:
CITY OF GOLETA AND OLY CHADMAR SANDPIPER GENERAL PARTNERSHIP

HASKELL'S LANDING RESIDENTIAL DEVELOPMENT PROJECT
CASE NUMBER 07-102-GP, -OA, -TM, -DP, RN

APRIL 21, 2009

TABLE OF CONTENTS

	<u>Page</u>
RECITALS	1
Section 1 Incorporation of Recitals	3
Section 2 Definitions	4
2.01 Defined Terms	
2.02 Additional Defined Terms	
Section 3. Project and Property Subject to This Agreement; Applicable Regulations	6
3.01 Permitted Uses; Terms and Conditions of Development	
3.02 Vested Rights to Develop; Effect of Agreement	
3.03 Applicable Law of the Project	
3.04 Exception for Uniform Codes	
3.05 Subsequent Enactment	
3.06 State and Federal Laws	
3.07 Development Timing	
3.08 Fees, Conditions and Dedications	
3.09 Reimbursement	
3.10 Amendments to Entitlements	
Section 4. Obligations of the Parties	9
4.01 Obligations of Owner	
4.02 Obligations of City	
Section 5. Implementation of this Agreement	12
5.01 Effective Date	
5.02 Term	
Section 6. Amendment of Agreement and Discretionary Permits	12
6.01 Amendment of Agreement	
6.02 Minor Amendments	
Section 7. Default and Remedies; Annual Review; Impossibility of Performance; Cooperation in the Event of Legal Challenge; Applicable Law; Processing During Third Party Litigation	13

TABLE OF CONTENTS (Continued)

Page

7.01	Default; General Provisions	
7.02	Annual Review	
7.03	Impossibility of Performance	
7.04	Cooperation in the Event of Legal Challenge; City's Indemnification	
7.05	Agreement Constitutes Legislative Act	
7.06	Termination Upon Completion of Development of Project	
7.07	Termination of Agreement for Completed Units	
7.08	Processing During Third Party Litigation	
Section 8.	General and Miscellaneous Provisions	16
8.01	Covenants Running with the Land	
8.02	Mortgagee Rights and Protections	
8.03	Assignments and Transfers of Ownership	
8.04	Insurance	
8.05	Severability	
8.06	Relationship of Agreement and Project Approvals	
8.07	Further Actions	
8.08	Operating Memoranda	
8.09	Construction	
8.10	Notices	
8.11	Estoppel Certificate	
8.12	Owner's Interest	
8.13	No Third Party Beneficiary	
8.14	Relationship of Parties	
8.15	Waiver	
8.16	Applicable Law	
8.17	Time of Essence	
8.18	Recordation	
8.19	Entire Agreement and Amendment	
8.20	Section Headings	
8.21	Counterparts and Exhibits	
8.22	Facsimile Signatures	
8.23	Signatures	

EXHIBIT 2
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT BY AND BETWEEN
CITY OF GOLETA AND OLY CHADMAR SANDPIPER GENERAL PARTNERSHIP
HASKELL'S LANDING RESIDENTIAL DEVELOPMENT PROJECT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this twenty first day of April 2009, by and between Oly Chadmar Sandpiper General Partnership, a Delaware general partnership ("Owner"), and the City of Goleta, a municipal corporation ("City") pursuant to the authority of Sections 65864 et seq. of the Government Code of the State of California.

RECITALS

This Agreement is entered into with reference to the following facts:

- A. Government Code Sections 65864-65869.5(the "Development Agreement Statute") authorize the City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.
- B. Owner has requested the City to consider entering into a development agreement regarding an approximate 14.46 acre parcel of real property located in the City of Goleta, commonly known as APN 79-210-049 and more particularly described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein by this reference (the "Property") and in regards to a residential development described below in paragraph G.
- C. On March 4, 2008, the City Council authorized initiation of a development agreement regarding Owner's proposed development of the Property.
- D. Appropriate proceedings have been taken to consider a development agreement for the Property, in accordance with the City's rules and regulations.
- E. The City Council has found that the development agreement is consistent with the applicable General Plan provisions.
- F. The City has conducted an environmental review of the Project and of the parties' proposed execution of a development agreement, as reflected in the EIR Addendum dated November 10, 2008 and Addendum Revisions dated March 13, 2009 to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the City of Goleta General Plan/Coastal Land Use Plan EIR, as well as CEQA Findings and a Mitigation Monitoring and Reporting Program (the "Environmental Document").

G. Owner's proposed development of the Property (the "Project") will be known as "Haskell's Landing" and is generally described as: the development of 101 homes consisting of a variety of housing opportunities such as single family , detached, and duplex configurations and attached townhomes as depicted on Exhibit B hereto and as more particularly described in Owner's Project Application (Case 07-102-GP, -OA, -TM, -DP, -RN) and in the Environmental Document, the Project Approvals as defined below, and in those exhibits identified in Exhibit B hereto (the "Project").

H. Development of the Project will further the comprehensive planning objectives contained within the City's General Plan/Coastal Land Use Plan and will result in public benefits, including, among others, the following:

1. Providing housing which will help to satisfy City's obligation to meet City's share of regional housing needs;
2. Providing 5 studio housing units in the affordable range of 80-120% of median income, which will be subject to a 55 year resale restriction;
3. Providing 5 one-bedroom units in the affordable range of 120-200% of median income, which will be subject to a 55 year resale restriction;
4. Providing an in lieu fee equivalent to 5 housing units in the affordable range of low income level (affordable to households earning 50-80% of median income);
5. Providing an in lieu fee equivalent to 5 housing units in the affordable range of very low income level (affordable to households earning less than 50% of median income);
6. Fulfilling the long-term economic goals for the City by providing housing to help offset the job/housing imbalance;
7. Providing fiscal benefits to City's General Fund in terms of increased property taxes;
8. Providing short-term construction employment within the City; and
9. In accordance with the provisions of Section 4.01.03.01 below, Owner makes a contribution of One Million Five Hundred Thousand Dollars (\$1,500,000) to City to be earmarked for the funding of the construction of Fire Station No. 10.
10. Providing restoration, enhancement and maintenance, in perpetuity, of approximately 3.48 acres onsite that currently comprises degraded riparian, wetland and grassland resources.

I. On February 9, 2009, the City Planning Commission of the City of Goleta held a

duly noticed public hearing and forwarded the project to the City Council without a recommendation, based on a two – two vote, with one member absent.

J. On April 7, 2009, the City Council of the City of Goleta held a duly noticed public hearing, at which time the following actions were taken

1. Adopted Resolution 09-__ accepting the Addendum dated November 10, 2008 and Addendum Revisions dated March 13, 2009 to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the General Plan/Coastal Land Use Plan EIR and adopted CEQA Findings and a Mitigation Monitoring and Reporting Program.
2. Introduced and conducted the first reading (by title only) and waived further reading of City Council Ordinance 09-__ entitled “An Ordinance of the City Council of the City of Goleta, California Approving Case 07-102-OA, a new Development Agreement for the Haskell’s Landing Project.
3. Conceptually approved the Haskell’s Landing Project by conditionally adopting City Council Resolution 09-__ entitled “A Resolution of the City Council of the City of Goleta, California Approving a Development Plan for the Haskell’s Landing Project.
4. Continued the item to April 21, 2009 in order to conduct the second reading and adoption of the Ordinance for a new Development Agreement for the proposed Haskell’s Landing Project and to adopt a City Council Resolution thereby approving the Haskell’s Landing Project.

K. On April 21, 2009, the City Council of the City of Goleta held a duly noticed public meeting, at which time the second reading and adoption of Ordinance 09-__ was conducted in regards to this Development Agreement for the Haskell’s Landing Project, and also at which time City Council Resolution 09-__ was adopted, thereby approving the Haskell’s Landing Project.

L. This Development Agreement is intended to be, and shall be construed as, a development agreement within the meaning of the Development Agreement Statute and the Enabling Resolution, and, in that connection, will, among other things, assure Owner that the Project can be completed in accordance with the “Applicable Law of the Project” (as hereinafter defined) and for the uses and to the density and intensity of development set forth in the Project Approvals and this Development Agreement. The City and the Owner have taken all actions mandated by and have fulfilled all requirements set forth in the Development Agreement Statute and the Enabling Resolution.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Owner and City agree as follows:

Section 1. Incorporation of Recitals.

The parties agree the foregoing Recitals are true and correct.

Section 2. Definitions.

2.01 Defined Terms. The following terms used in this Agreement, unless the context otherwise requires, shall have the following meanings:

(a) "Affordable Range" shall mean:

(1) 5 of the affordable units at moderate income level (affordable to households earning 80-120% of median income). The units at this range shall include five (5) studio units. Each of these units shall be subject to a 55-year resale restriction that maintains their affordability to households earning 80-120% of median income.

(2) 5 of the affordable units at upper moderate income level (affordable to households earning 120-200% of median income). The units at this range shall include five (5) one-bedroom units. Each of these units shall be subject to a 55-year resale restriction that maintains their affordability to households earning 120-200% of median income.

(b) "Agreement" shall mean this Development Agreement.

(c) "Applicable Law of the Project" shall mean all of the statutes, ordinances, rules, regulations and official policies applicable to the Project as defined in Section 3.03 hereof.

(d) "CEQA" shall mean the California Environmental Quality Act, California Public Resources Code § 21000 et seq.

(e) "Conditions of Approval" shall mean those Conditions of Approval applicable to the Project and contained in Exhibit "C" hereto.

(f) "City" shall mean the City of Goleta, California, or its successors in interest.

(g) "Development Agreement Statute" shall mean California Government Code Sections 65864-65869.5.

(h) "Owner" shall collectively mean Oly Chadmar Sandpiper General

Partnership, or its successors in interest and assignees pursuant to this Agreement.

(i) “Development Plans” shall mean the development plans for the Property as defined in Recital G above and in Section 2.01(l) below.

(j) “EIR” shall mean that certain EIR Addendum identified as the Addendum dated November 10, 2008 and Addendum Revisions dated March 13, 2009 to the Aradon Project EIR (94-EIR-9), Residences at Sandpiper Supplemental EIR, and the General Plan/Coastal Land Use Plan EIR and adopted CEQA Findings and a Mitigation Monitoring and Reporting Program prepared in connection with the adoption of this Agreement.

(k) “Effective Date” shall mean the 31st day following the date of adoption by the City Council of Ordinance 09-__ approving this Agreement.

(l) “Mortgagee” shall mean the holder of any mortgage or the beneficiary of any deed of trust covering all or part of the Property or any successor or assignee of any such mortgage holder or beneficiary, provided that such mortgage holder or beneficiary has delivered written notice to the City stating its desire to receive notices of default pursuant to Section 8.02.

(m) “Project” shall mean the development of the Property as defined in Recital G above.

(n) “Project Approvals” shall mean those certain entitlement approvals issued by City for the Project concurrently with approval of this Agreement, including but not limited to certification of the Environmental Document and approval of the General Plan Amendments, Vesting Tentative Map, Development Plan, and Road Naming, subject to the Conditions of Approval. A list of exhibits reflecting the Project Approvals is attached hereto as Exhibit B.

(o) “Property” shall mean that certain real property as defined in Recital B, above.

(p) “Subsequent Approvals” shall mean those certain future approvals for the Project which the City agrees to grant pursuant to Section 4.02.01 below.

(q) “Tentative Map” shall mean that Vesting Tentative Map for the Property as described in Section 2.01(n) above.

2.02 Additional Defined Terms. To the extent that any capitalized terms contained in this Agreement are not defined above, then such terms shall have the meaning otherwise ascribed to them in this Agreement.

Section 3. Project and Property Subject to This Agreement; Applicable Regulations.

3.01 Permitted Uses; Terms and Conditions of Development. All of the Project and the Property shall be subject to this Development Agreement. The permitted uses, the density and intensity of use, the location of uses, the maximum height and size of proposed buildings, and other standards of Project design applicable to the Property shall be those set forth in the Project Approvals.

3.02 Vested Right to Develop; Effect of Agreement. Owner shall have the vested right to develop the Project on the Property in accordance with the Project Approvals and the provisions of this Development Agreement. The parties agree that the purpose and effect of this Agreement is to authorize the development of the Project pursuant to the Project Approvals and subject to the Applicable Law of the Project. The Project Approvals, Applicable Law of the Project, and this Agreement shall supersede any inconsistent ordinances, rules, regulations or official policies which either currently exist or may be enacted in the future, except as specifically set forth herein. The Project Approvals, once granted by City, shall remain valid for the Term of this Agreement, notwithstanding any City regulation or provision of law to the contrary. By way of example only, the Tentative Map shall remain valid for the Term of this Agreement, regardless of the timing of filing of the final map.

3.03 Applicable Law of the Project. Except as otherwise provided in this Agreement, the statutes, ordinances, rules, regulations, and official policies of City governing permitted uses of the Property, governing density and governing design, improvement and construction standards and specifications applicable to development of the Property – including, but not limited to, the law governing the issuance of permits and approvals for the Project and the zoning and General Plan applicable to the Project – shall be those ordinances, rules, regulations, fees, and official policies in effect on the date of City’s approval of this Agreement, except as otherwise specifically provided herein (Applicable Law of the Project). The City agrees that the Project as conditioned meets the requirements of and complies with the Applicable Law of the Project.

3.04 Exception for Uniform Codes. The provisions of Section 3.03 shall not govern the application to the Project of the Uniform Building Code, Uniform Fire Code and other uniform construction codes, and other codes, ordinances and regulations enforced by City relating to building or construction standards, which shall apply to the Project as in force and effect at the time of building permit or construction permit issuance.

3.05 Subsequent Enactments. This Agreement shall not preclude the City, in subsequent actions applicable to the Property or the Project, from applying new rules, regulations and official policies which do not conflict with the Applicable Law of the Project, the Project Approvals or this Agreement, which carry out the objectives of this Agreement, and which facilitate the development of the Project. No moratorium, initiative, or other limitation affecting building permits or other land use entitlements or the rate, timing or sequencing thereof which is enforced by City shall apply to the

Property or the Project Approvals, provided however that the provisions of this Section 3.05 shall not affect City's compliance with moratoria mandated by other governmental agencies or orders from a court of competent jurisdiction.

3.06 State and Federal Laws. This Agreement shall not preclude the application to the Project of changes in City ordinances, rules, regulations and official policies, to the extent that such changes are specifically required to be applied to development such as the Project by changes in state or federal laws or regulations. In the event that any subsequent changes in state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provision shall be modified or deleted to comply with state or federal law.

To the extent that any (i) actions of Federal or State agencies, (ii) actions of regional and local agencies, including the City, required by Federal or State agencies, or (iii) actions of the City taken in good faith in order to prevent adverse impacts upon the City by actions of Federal or State agencies have the effect of preventing, delaying or modifying development of the Project or any portion thereof, the City shall not in any manner be liable for such prevention, delay or modification of said development.

3.07 Development Timing. Commencement of construction framing for the Project shall occur within 5 years of approval of the Coastal Development Permit by the California Coastal Commission and the building permit for the final unit shall be issued within 10 years of approval of the Coastal Development Permit by the California Coastal Commission. Construction of the Project may proceed upon satisfaction of the Conditions of Approval. It is the parties' specific intent that this Agreement shall prevail over any later-adopted initiative that might otherwise have the effect of restricting or limiting the timing or sequencing of development of the Project.

3.08 Fees, Conditions and Dedications. As an element of the Applicable Law of the Project, Owner shall be obligated to pay those fees, charges, exactions and assessments including, without limitation, dedications and any other fee or tax (including any excise and/or construction or any other tax) relating to development or the privilege of developing (hereinafter "fees") and to make those dedications and improvements, as are set forth in the Applicable Law of the Project, the Project Approvals, including any conditions of approval and this Agreement. Specifically, for the Term of this Agreement, the Project shall be required to pay those development impact fees to mitigate potential impacts created by the Project as provided in City fee ordinances and resolutions in effect as of the date of execution of this Agreement and Owner shall not be required to pay to City any new fees that may be enacted subsequent to said date of execution; provided, however, to the extent any City fee ordinance or resolution in effect as of said date provides for a cost of living or other indexed type increase in the fee(s) covered by such ordinance and/or resolution, Owner shall be subject to such increase.

Notwithstanding the provisions of this Section 3.08, to the extent any federal or state law or regulation, adopted subsequent to the date of execution of this Agreement, requires the City to pay a fee that would, absent the provisions of this Agreement, be passed through to Owner, Owner shall be required to pay such fee; provided, however, if such federal or state law or regulation in any way makes the City's imposition of a fee optional (and not mandatory), such fee shall not be applicable to Owner or the Project.

In addition the City may charge processing fees for land use permit approvals, building permits, and other similar permits and entitlements as the same are in force and effect on a City-wide basis at the time application is submitted for such permits and entitlements. This section shall not operate to exempt the Project from the payment of uniform property taxes.

3.08.01 Goleta Transportation Impact Mitigation Fees. Owner shall pay City's Transportation Impact Mitigation fee on a building by building basis, as indicated in Exhibit E attached hereto, prior to the issuance of building permits for each residential unit, except for the affordable units for which the Transportation Impact Mitigation fee shall be paid upon the date of final inspection or the date the final certificate of occupancy is issued, whichever occurs first. Certain costs that Owner shall incur to construct improvements that are required to mitigate certain Project-specific impacts shall be treated as a credit against the Transportation Impact Mitigation fees that Owner is required to pay to City. The parties agree that Owner shall be entitled to such a credit for costs incurred by Owner for the pavement, curb, gutter, streetlights and sidewalk improvements of Hollister Avenue. The fee shall be paid in accordance with Exhibit "E" and shall be indexed monthly based on the Engineering News Record ("ENR") Construction Cost Index for the Los Angeles area.

3.08.02 Construction of Improvements. Pursuant to the conditions of approval and as provided in the Environmental Document, the public improvements must be constructed prior to issuance of the first certificate of occupancy for any residential unit in the Project, as set forth in the Project's Conditions of Approval contained in Exhibit "C" hereto.

The public improvements shall be constructed by Owner. City will cooperate in Owner's construction of the public improvements by, without limitation, timely issuance of all required permits and consultation with Owner regarding appropriate construction cost containment measures.

3.08.03 Park Fees. City's Recreation (Parks) – Applicable Quimby fees shall be paid prior to the recordation of the Final Map. The fee shall be paid in accordance with Exhibit F attached hereto and shall be indexed monthly based on the Consumer Price Index (the "CPI Index") – All Urban Consumers for Los Angeles-Riverside-Orange County.

3.09 Amendments to Entitlements. It is contemplated by City and the Owner that

Owner may, from time to time, seek amendments to one or more of the Project Approvals. Any such amendments are contemplated by City and Owner as being within the scope of this Agreement as long as they are consistent with the Applicable Law of the Project and shall, upon approval by the Director of the Planning and Environmental Services Department for the City, continue to constitute the Project Approvals as referenced herein. The parties agree that any such amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

Section 4. Obligations of the Parties.

4.01 Obligations of Owner. Owner shall satisfy the following obligations in its development of the Project:

4.01.01 Compliance with Conditions. Owner shall comply with the Project Approvals, including but not limited to the payment of any and all fees and the construction of all on-site and off-site improvements required thereunder.

4.01.02 Compliance with Mitigation Monitoring Program. Pursuant to the requirements of the California Environmental Quality Act (CEQA), an Environmental Document was prepared for the Project and certified by the City. Mitigation measures were included in the Environmental Document, and a corollary Mitigation Monitoring Program was adopted. All terms and provisions of the Project Mitigation Monitoring Program shall be adhered to by the Owner and are incorporated herein by this reference.

4.01.03 Provision of Extraordinary Benefits to City. Owner will provide the following extraordinary benefits to City beyond those mitigation measures and conditions otherwise permitted by applicable law:

4.01.03.01 Owner shall make a contribution of One Million Five Hundred Thousand Dollars (\$1,500,000) to City to be earmarked for the funding of the construction of Fire Station No. 10. Said contribution shall be paid prior to the issuance of the first building permit. In consideration of Owner's very substantial contribution to the funding of the construction of Fire Station No. 10, the City has been advised that the County of Santa Barbara has represented the County shall waive fire related plan check and inspection fees for the Project. Said contribution of \$1,500,000 shall be a firm financial obligation such that Owner shall not be required to pay any additional amount for Fire Station No. 10, nor shall Owner receive any reimbursement for said contribution.

4.01.03.02 Owner shall provide 5 studio units in the affordable range of moderate (80-120% of median household income) and 5 one-bedroom units in the affordable range of above moderate (120-200% of median household income). Owner shall record a Resale Restriction, in a form acceptable to the City, on each of these 10 units, that maintains the specified affordable range standard for a period of 55-years. Owner shall also provide an in lieu fee equivalent to 5 housing units in the affordable range of low (50-80% of median household income) and an in lieu fee equivalent to 5 housing units in the affordable range of very low (less than 50% of median household income).

4.01.03.03 Owner shall conduct affordable housing workshops to inform the public of the parameters of the Project's affordable units and to facilitate, correct and complete applications.

4.01.03.04 Owner shall provide up to 91 for sale market rate housing units including multiplex and detached units.

4.01.03.05 Owner shall restore, enhance and maintain as protected open space, in perpetuity, 3.48 acres of riparian, wetland and grassland resources that are located onsite.

4.01.03.06 Owner shall provide a pedestrian connection to the parcel of property described as APN 79-210-048.

4.01.03.07 Owner shall widen and improve Las Armas Way and Hollister Avenue in accordance with City standards.

4.01.03.8 Owner shall cooperate with the Union Pacific Railroad in Union Pacific's efforts to reconnect Devereux Creek hydrologically to its upstream source. Diversion of clean surface waters into the Creek and reconnection of stream flows would enhance recovery of the Devereux Creek system on site.

4.01.03.9 Owner shall underground any new electric power lines crossing the Project site.

4.01.03.14 Owner shall incorporate sprinklers in all residential structures.

4.01.03.15 Owner shall implement "green" building design and greenhouse gas emission reduction standards.

4.02 Obligations of City. City shall satisfy the following obligations in its review of the Project pursuant to this Agreement:

4.02.01 Processing and Approvals. Provided that Owner is not in default under this Agreement, upon submission by Owner of all completed applications for permits and approvals for the Project and payment of all appropriate processing fees as provided in this Agreement, City shall commence and complete with reasonable diligence all steps necessary to issue, and shall issue, all permits or approvals required for development of the Project, as contemplated by the Project Approvals and Applicable Law of the Project including but not limited to (a) the holding of all required public hearings and provision of notice for such public hearings, and (b) the granting of the requested permit or approval if the City determines that it complies with this Agreement and the Project Approvals. Such permits and approvals shall include, but not necessarily be limited to building permits, road encroachment permits, use and land use permits, site clearance, grading

plans and permits, landscape plans, Design Review Board review, and certificates of occupancy (the "Subsequent Approvals").

City shall exercise reasonable diligence to expedite the processing of Owner's permit applications for the development of the Project. Owner, in a timely manner, will provide City with all documents, applications, plans or other information necessary for City to carry out its obligations hereunder and will cause the Owner's architects, planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor.

If, at the time of submittal or resubmittal of any application for a permit or approval, City determines it is unable to process the application in a timely fashion, City shall, upon request of Owner and for the purpose of processing the application in a timely fashion, contract or employ a private entity or persons on a temporary basis to perform services necessary to permit City to process the application in a timely fashion. However, City need not enter into a contract or employ those persons if it reasonably determines either of the following:

- (a) No entities or persons are available or qualified to perform the services; or
- (b) City would be able to perform services in a more rapid fashion by modifying its own work schedule than would any available qualified entities or persons.

City may charge Owner in an amount necessary to defray costs directly attributable to employing or contracting with entities or persons performing such services.

City shall not require Owner to obtain any further approvals or permits for the development of the Project during the Term of the Agreement unless such permits or approvals are required by the Applicable Law of the Project. The City agrees that any conditions of approval or departmental conditions imposed upon the issuance of such further approvals or permits shall not be in conflict with this Agreement or with the Applicable Law of the Project, as defined above.

4.02.02 Environmental Review. In approving this Development Agreement and the Project, City has taken whatever actions are reasonably required by the California Environmental Quality Act. City agrees that in reviewing subsequent land use applications by Owner that are in conformance with the Project, it will be performing a ministerial act for which no further environmental analysis will be required unless otherwise required under applicable law.

4.02.03 Land Use, Building and Grading Permits. Upon application by Owner, payment of applicable processing fees, and submittal by Owner and approval by City of construction plans and details, City shall issue Building Permits to Owner consistent with the Project Approvals. In addition, upon application by Owner, City shall issue site clearance permits, rough and final grading permits, permits for installation of storm

drains, utilities, offsite improvements, and similar improvements, and grading permits of any type required by Owner for grading or development operations of any type consistent with this Agreement. The above permits shall be issued in conformity with the Applicable Law of the Project and with Section 4.02.01 hereof.

4.02.04 Other Governmental Permits. City shall provide Owner a Final Action Letter in a timely manner, including findings, permit conditions, CEQA documents and other such documents as appropriate, should the Project receive City Council approval. Owner shall be responsible for applying, and shall apply from time to time, and for gaining other permits and approvals as may be required by other governmental or quasi-governmental agencies having jurisdiction over the Project, at Owner's sole cost, in connection with the development of, or provision of services to, the Project. Owner shall also be responsible for coordinating with all non-City providers of utilities to ensure the proper installation and construction of said utilities.

4.02.05 Withholding of Permits. Except as provided herein, permits or approvals for the development of the Project shall not be withheld unless allowing such development to proceed prior to completion of construction would (i) violate a court order, (ii) violate an order of a governmental agency with jurisdiction over City, or (iii) pose a threat dangerous to public health and safety as reasonably determined by City.

Section 5. Implementation of this Agreement.

5.01 Effective Date. This Agreement shall be approved by City Ordinance pursuant to Government Code section 65867.5, and shall be deemed in full force and effect on the Effective Date.

5.02 Term. The Term of this Agreement shall commence upon the Effective Date and shall extend until the 25th anniversary of the Effective Date. The running of this Term shall be automatically stayed for the period of time during which the parties apply to a court of competent jurisdiction for relief or further proceedings pursuant to this Agreement, provided that the issue that is the subject of the requested relief or further proceedings is one of substantial materiality to the Development Agreement as a whole. The parties further agree to consult regarding possible tolling of the Term should delay in permit processing or review by a public agency with jurisdiction over the Project or its improvements pose a substantial impediment to Owner's ability to complete construction of the Project within the Term.

Section 6. Amendment of Agreement and Discretionary Permits.

6.01 Amendment of Agreement. This Agreement and the underlying discretionary permits (hereinafter "Agreement") may be amended from time to time by mutual consent of the parties or their successors in interest, in accordance with California Government Code section 65868, with City costs being paid by Owner. Amendments to this Agreement and any exhibits thereto shall be governed by the Applicable Law of the

Project.

6.02 Minor Amendments. Any amendment to this Agreement which does not relate to the Term of this Agreement, the payment of fees, or the permitted uses set forth in the Project Approvals may be processed and approved by City as a “Minor Amendment.” Examples of Minor Amendments include, without limitation, substitution of comparable landscaping for any landscaping shown on any development plan or any landscape plan, variations in the location or installation of utilities and other infrastructure connections and changes which do not substantially alter the design of the Project considered as a whole.

Upon the written request of Owner for a Minor Amendment, the Director of the Planning and Environmental Services Department for the City (the “Director”) shall determine whether the requested amendment is a Minor Amendment and whether it is consistent with the Applicable Law of the Project. The determination whether such amendment is a Minor Amendment shall refer to whether the change in this Agreement is minor and not material in the context of the overall Project, is in substantial conformity with the Project Approvals, is consistent with the findings adopted by the City in approving the Project, and does not have the potential to create greater environmental impacts than those identified in the Environmental Document. If the Director finds that the proposed amendment is a Minor Amendment and consistent with the Applicable Law of the Project, he/she may approve said Minor Amendment without notice and public hearing. If he/she determines that the proposed amendment is not a Minor Amendment or is inconsistent with the Applicable Law of the Project, he/she shall forward the proposed amendment to the Planning Commission, along with his/her recommendation for action thereon. The Planning Commission shall approve or deny the proposed amendment in conformity with the Applicable Law of the Project.

Decisions of the Director shall be subject to the procedures for appeal set forth in Goleta Municipal Code Inland Zoning Ordinance, Article II.

Section 7. Default and Remedies; Annual Review; Impossibility of Performance; Cooperation in the Event of Legal Challenge; Applicable Law; Termination upon Completion of Development; Processing During Third Party Litigation.

7.01 Default; General Provisions. No party shall be in default of this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) days after written notice from the other party of an event of default. The notice of an event of default shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, the commencement of the cure within such time period and the diligent and continuous prosecution to completion of the cure as soon as is reasonably possible shall be deemed a cure within such period.

7.01.01 Default of Owner. Owner shall be in default under this Agreement upon a

finding and determination by the City Council of the City that, upon the basis of substantial evidence, Owner has not complied with any one or more of the material terms and conditions of this Agreement. Neither City nor Owner shall bear any obligation to the other under this Agreement should Owner fail to commence construction of the Project within the Term of this Agreement.

7.01.02 Default of City. The City shall be in default under this Agreement if it fails to comply with any material term or condition of this Agreement applicable to City. In the event of default by City, Owner, at its sole discretion and without obligation to do so, may apply for and process permits and seek development approval under the City's Land Use Planning process then in effect as applicable to the Property. The enactment of any' ordinances, rules, regulations and official policies other than the Applicable Law of the Project shall in no manner restrict the specific enforceability of this Agreement.

7.01.03 Remedies Upon Default. Except as provided herein, upon the default by any party under this Agreement, the party not in default shall have all rights and remedies provided by law, including but not limited to the right to terminate this Agreement pursuant to California Government Code Section 65865.1, the right to seek specific performance, or other injunctive or declaratory relief, and the right to seek writs of mandate compelling performance with the terms of this Agreement or requiring other action consistent with this Agreement.

7.01.04 Reference. Pursuant to Code of Civil Procedure Section 638, et seq., all legal actions may be heard by a referee who shall be a retired judge from either a California Superior Court, the California Court of Appeal, the United States District Court or the United States Court of Appeals, provided that the selected referee shall have experience in resolving land use and real property disputes. Owner and City shall agree upon a single referee, who shall then try all issues, whether of fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy before such referee. If Owner and City are unable to agree on a referee within ten days of a written request to do so by either party hereto, either party may seek to have one appointed pursuant to Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the parties. Any referee selected pursuant to this Section 7.01.04 shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution. Notwithstanding the provisions of this Section 7.01.04, either party shall be entitled to seek declaratory and injunctive relief in any court of competent jurisdiction to enforce the terms of this Agreement, or to enjoin the other party from an asserted breach thereof, pending the selection of a referee as provided in this Section 7.01.04, on a showing that the moving party would otherwise suffer irreparable harm.

7.01.05 Compliance with the California Claims Act. Compliance with the procedures set forth in this Section 7.01 shall be deemed full compliance with the requirements of the California Claims Act (Government Code §§900 et seq.), including, but not limited to, the notice of an event of default hereunder constituting full compliance with the

requirements of Government Code §910.

7.02 Annual Review. Pursuant to Government Code Section 65865.1, throughout the Term of this Agreement, good faith compliance and reporting with the terms of this Agreement by Owner shall be reviewed by the Director on or about each anniversary of the Effective Date. Annually for the Effective Term of this Agreement, Owner shall provide the Director with a written report that identifies compliance activities and matters of concern related thereto. If as a result of such review, the Director reasonably determines, on the basis of substantial evidence, that Owner has not complied in good faith with the terms and conditions of this Agreement, the Director shall provide written notice thereof (“Notice of Non-Compliance”) to Owner, stating in specific detail and specific reasons for such finding. After the Director provides the Notice of Non-Compliance to Owner, Owner shall have the right to cure such non-compliance as provided in Section 7.01 above. In addition, Owner shall have the right to appeal the Director’s determination of non-compliance to the Planning Commission. If the Planning Commission determines, on the basis of substantial evidence, that Owner has complied in good faith with the terms and conditions of this Agreement, the Planning Commission’s decision shall be deemed to be final and non-appealable. If, however, the Planning Commission determines Owner has not complied in good faith with the terms and conditions of this Agreement, Owner shall have the right to appeal that determination to the City Council. The Director’s failure to perform an annual review pursuant to the terms of this Section 7.02 shall not constitute or be asserted as a default by Owner, nor shall it constitute a waiver of the opportunity to perform annual review. This provision shall in no manner limit City’s ability to provide Owner with notice of any failure to comply with this Agreement.

7.03 Impossibility of Performance. Nonperformance by Owner or City hereunder shall not be deemed to be a default if such nonperformance is attributable to events beyond the reasonable control of Owner or City, such as acts of God, war, strikes, riots, floods, earthquakes, fires, casualties, acts of public enemy, other similar causes, the failure of any non-City governmental entity of competent jurisdiction (i.e., special districts) to issue permits required for the development of the Project or a commitment to serve the Project after all requirements for such issuance or commitment are met, the rescission or suspension of a commitment which has already been made to serve the Project by a public entity, litigation or administrative appeals to a governmental entity to set aside any Project Approval or this Agreement or any component thereof, or the issuance of a court order preventing development of the Project or a recession. As used herein, “recession” shall mean an economic recession as determined by the National Bureau of Economic Research or any successor organization charged with the duty of determining the state of the United States economy. If performance has been delayed by any such cause, the Term of this Agreement and times for performance under this Agreement shall be extended for the period of the delay, with such period commencing to run from the time of the commencement of the cause.

7.04 Cooperation in the Event of Legal Challenge; City’s Indemnification. If any legal

or equitable action or other proceeding (hereafter "actions") is brought by any person, private entity, governmental entity or official challenging the validity of any provision of this Agreement, the Project Approvals, or the Environmental Document, the parties shall cooperate in defending such action or proceeding. Owner agrees to hold harmless the City from any such actions and shall defend and indemnify the City for all attorneys' fees, litigation costs, settlement payments and judgments arising from or in any way related to such actions. Owner shall pay for the defense of the City, as the costs of defense are incurred, with counsel selected by the City, which counsel shall be subject to approval by Owner, such approval being not unreasonably withheld. If this Agreement is adjudicated or determined to be invalid or unenforceable, in whole or in part, City and Owner agree to seek a declaration from the Court as to the extent to which the Agreement is still valid and enforceable. After obtaining such declaration and after consultation with Owner, City agrees, to the extent permitted by law, to consider appropriate modifications to the Agreement, the intent of the parties being to accomplish the objectives of this Agreement, including development of the Property as conditioned by the City. If this Agreement is adjudicated or determined to be unenforceable or invalid, in whole or in part, Owner shall reimburse City for all fees and/or costs assessed against the City by the Court.

7.05 Agreement Constitutes Legislative Act. Owner acknowledges and agrees that City has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity and meaning of this Agreement shall be that accorded legislative acts of City.

7.06 Processing During Third Party Litigation. The filing of any third party actions against City or Owner relating to the Environmental Document, this Agreement, the Project Approvals or to other development issues affecting the Property shall not delay or stop the development, processing or construction of the Project or issuance of any Subsequent Approvals, unless the third party obtains a court order preventing the activity or such delay is requested by Owner. City shall not stipulate to the issuance of any such order.

Section 8. General and Miscellaneous Provisions.

8.01 Covenants Running with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Property, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable during the Term hereof as equitable servitudes and shall constitute covenants running with the land pursuant to applicable law, including but not limited to Section 1468 of the Civil Code of the State of California.

Each covenant to do or refrain from doing some act on the Property hereunder, or with respect to any City-owned property or property interest: (i) is for the benefit of such properties and is a burden upon such property, (ii) runs with such properties, and (iii) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and each person or entity having any interest therein derived in any manner through any owner of such properties, or any portion thereof, and shall benefit each party and its property hereunder, and each other person or entity succeeding to an interest in such properties.

8.02 Mortgagee Rights and Protections.

8.02.01 Notification of Mortgagee. City shall notify any Mortgagee who has sent City a written request for such notice of any event of default by Owner under this Agreement and provide to any such Mortgagee the same opportunity to cure such event of default as is provided to Owner under this Agreement. Failure to so notify any Mortgagee shall not give rise to any liability on the part of City, provided that this Agreement shall not be terminated by City as to any Mortgagee to which either of the following is true:

- (a) the Mortgagee cures any default by Owner involving the payment of money within sixty (60) days after the notice of default;
- (b) as to defaults requiring title or possession of the Property or any portion thereof to effectuate a cure: (i) the Mortgagee agrees in writing, within ninety (90) days after the written notice of default, to perform the proportionate share of Owner's obligations under this Agreement allocable to that part of the Property in which the Mortgagee has an interest conditioned upon such Mortgagee's acquisition of the Property or portion thereof by foreclosure (including a trustee sale) or by a deed in lieu of foreclosure; (ii) the Mortgagee commences foreclosure proceedings to reacquire title to the Property or applicable portion thereof within said ninety (90) days and thereafter diligently pursues such foreclosure to completion; and (iii) the Mortgagee promptly and diligently cures such default after obtaining title or possession. Subject to the foregoing, in the event any Mortgagee records a notice of default as to its mortgage or deed of trust, City shall consent to the assignment of all of Owner's rights and obligations under this Agreement to the Mortgagee or to any purchaser of the Owner's interest at a foreclosure or trustee sale and Owner shall remain liable for such obligations unless released by City or unless the applicable portion of the Property is transferred in accordance with Section 8.03.

8.02.02 Encumbrances on the Subject Property. This Agreement shall be superior and senior to the lien of any mortgage on the Property, and shall be senior to any construction financing recorded against the Property. Owner shall provide City with subordination agreements as required evidencing the priority of this Agreement over all other encumbrances. Notwithstanding the foregoing, no breach of this Agreement shall

defeat, render invalid, diminish or impair the lien of any mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a Mortgagee (whether pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination or otherwise) shall be subject to all of the terms and conditions of this Agreement.

8.03 Assignments and Transfers of Ownership.

8.03.01 Right to Assign. Owner shall have the right to assign (by sale, transfer, or otherwise) its rights, duties and obligations under this Agreement as to any portion of the Property subject to the provisions contained in this Section 8.03. Any such assignment shall be accompanied with Owner's transfer of fee title of that portion of the Property being transferred. Any attempt to assign or delegate this Agreement, other than in accordance with the provisions of this Section 8.03, shall be void and of no force or effect.

8.03.02 Assignment to Owner's Affiliated Entities. Owner shall have the absolute right to assign its rights, duties and obligations under this Agreement to any entity in which one of the following entities is a managing member: (a) W/S Chadmar, LLC, a California Limited Liability Company ("W/S Chadmar"), Chadmar SB Partners, LLC, a Delaware Limited Liability Company ("Chadmar SB"), W/S Realty Advisors, LLC, a California Limited Liability Company ("W/S Realty"), or an affiliate of W/S Chadmar, Chadmar SB or W/S Realty, or Calvest Advisory Fund III, Inc., a California Corporation ("Calvest"), or an affiliate of Calvest, or Oly Real Estate Partners II, a Texas Limited Partnership ("Olympus"), or an affiliate of Olympus or (b) in which W/S Chadmar, Chadmar SB, W/S Realty, Calvest, Olympus or affiliates thereof are responsible for the development of the property. As used in this Agreement, the term "affiliate" shall mean an entity controlling, controlled by or under common control with the entity to which the term applies, whether by ownership, contract or voting control. Owner and the entity to whom the rights are to be assigned (the "Assignee") shall sign an Assignment and Assumption Agreement in the form of Exhibit "D" attached hereto ("Assignment and Assumption Agreement") and Owner shall provide City with a signed copy of the Assignment and Assumption Agreement.

8.03.03 Assignment to Qualified Developers. Owner shall have the absolute right to assign its rights, duties and obligations under this Agreement upon satisfaction of the following conditions:

- (i) Owner is not in default under this Agreement at the time of the assignment with respect to the assigned portion;
- (ii) Owner and the Assignee have signed an Assignment and Assumption Agreement and furnished a copy to the City;
- (iii) The Assignee, or an affiliate of the Assignee, has not less than five

years of experience in residential real estate development;

(iv) The Assignee, or an affiliate of the Assignee, has the financial capability to construct that portion of the Project which is being transferred to the Assignee as evidenced by the Assignee (and/or the Assignee's affiliate) either (a) having a net worth of at least Seven Million Dollars (\$7,000,000) (as evidenced by a statement of financial condition dated not more than ninety (90) days prior to the date of transfer, which is accompanied either by an opinion of a certified or chartered public accountant or by a certificate by the chief financial or accounting officer of the Assignee confirming the statement fairly represents the financial condition of the transferee) or (b) having furnished Owner with evidence of a term sheet issued by a financial institution, which term sheet reflects equity and/or debt financing sufficient to complete the portion of the Property being acquired by the Assignee; and

(v) Owner has provided City written notice of the satisfaction of conditions (i) through (iv) and a signed copy of the Assignment and Assumption Agreement.

8.03.04 Assignment to Other Developers. Except as set forth in Section 8.03.02 and 8.03.03, no assignment shall be valid without the City's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. In order to obtain that consent, Owner shall provide City with all reasonable information required by City and shall reimburse City for all reasonably legal costs incurred by it in reviewing a request for a proposed assignment. A consent by City to one assignment shall not be deemed to be a consent to any subsequent assignment.

8.03.05 Events Not Constituting an Assignment. The following shall not be considered assignments for the purpose of this Agreement:

(i) Any mortgage, deed of trust or other form of conveyance for financing pertaining to all, or any portion of, the Property;

(ii) Any mortgage, deed of trust or other form of conveyance for restructuring or refinancing any amount of indebtedness described in subparagraph (i);

(iii) The granting of easements to any public agency or utility to facilitate the development of all, or any portion of, the Property; or

(iv) The sale of a completed dwelling unit to an individual purchaser.

(v) Any foreclosure of the Property by a lender of record or the acquisition of the Property by a lender of record pursuant to a deed in lieu of foreclosure.

8.03.06 Limited Effect or Default. A default by any Assignee shall only apply to that

portion of the Property owned by the Assignee and shall not cancel or diminish in any way Owner's rights under this Agreement with respect to any other portion of the Property not owned by the Assignee. The Assignee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by the Assignee. Any amendment to this Agreement between City and Assignee shall only affect that portion of the Property owned by the Assignee and shall not cancel or diminish in any way Owner's rights under this Agreement with respect to any portion of the Property not owned by the Assignee.

8.03.07 Release of Owner. Upon any transfer of any portion of the Property in accordance with the provisions of this Section 8.03, City agrees to look solely to the Assignee for compliance by the Assignee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by Assignee. Following any assignment, City shall, if requested by Owner, provide the Owner with a release in writing of Owner's obligations under this Agreement arising subsequent to the effective date of the assignment with respect to that portion of the Property which is subject to the assignment.

8.03.08 Release of Transferring Order. As of the effective date of the Assignment, City shall, if requested by Owner, provide the transferring Owner with a release in writing of Owner's obligations under this Agreement arising subsequent to the effective date of the Assignment with respect to the Property or such portion thereof which is subject to the Assignment.

8.04 Insurance. Concurrently with the execution of this Agreement by Owner, and prior to the commencement of any work, Owner shall furnish evidence to City that all of the following insurance requirements have been satisfied.

(a) General. Owner shall, throughout the duration of this Agreement, maintain, or cause to be maintained, the insurance specified below, to insure Owner and its employees for liability arising out of the work in connection with the Property, Project and this Agreement at the minimum levels set forth herein, with the City being an additional insured on the Commercial General Liability and excess or umbrella liability insurance.

(b) Commercial General Liability. Commercial General Liability ("CGL") insurance with coverage in an amount not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence and \$2,000,000.00 products/completed operations, and including contractual liability insurance for the indemnification heretofore provided to the City (subject to the policy terms, conditions, definitions and exclusions).

(c) Business Auto Coverage. Business Automobile Liability insurance with coverage in an amount not less than \$1,000,000.00 per accident for bodily injury and property damage, covering all vehicles used by the Owner (personal, company) and its employees, on or within the Project or Property or associated therewith.

(d) Excess or Umbrella Liability Insurance (Over Primary Coverage). Such excess coverage shall be at least as broad as the underlying coverage and be provided on a “pay on behalf” basis. The excess or umbrella coverage shall be no less than \$2,000,000 per occurrence/annual aggregate.

(e) Workers’ Compensation. Coverage shall be maintained as required by the State of California.

(f) Insurance Coverage to be Maintained by Owner’s Contractors and Subcontractors. Owner shall require by contract that its contractors and subcontractors maintain the same CGL, business auto, excess or umbrella liability and workers’ compensation insurance as set forth in subsections (b) through (e), inclusive, hereof, except that the required minimum limits for the CGL coverage shall be \$1,000,000 general aggregate, \$1,000,000 per occurrence and \$1,000,000 products/completed operations, with excess or umbrella liability insurance in the amount of \$1,000,000 per occurrence/annual aggregate. The CGL policy shall include contractual liability insurance (subject to the policy terms, conditions, definitions and exclusions).

8.05 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, then to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the parties, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect.

8.06 Relationship of Agreement and Project Approvals. This Agreement and the Project Approvals were approved by City as a single interdependent group of approvals for development of the Property, each of which depends on the others for its effectiveness. In the event that Owner challenges this Agreement, the Project Approvals, or any portion thereof, in an action filed in a court of law, which action is brought within the time period provided for by law, this Agreement and the Project Approvals shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any portion of this Agreement or the Project Approvals is invalidated by a court of law in a manner which impairs the application of this Agreement as intended by the parties, the entire Agreement and all Project Approvals shall be reviewed by City for reconsideration of said Agreement and Project Approvals.

8.07 Further Actions. Each party shall promptly take such further actions and execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

8.08 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Owner, and the refinements and further development of the Project may demonstrate that clarifications are appropriate with respect to the details of performance of City and Owner. If and when, from time to time, during the Term of this Agreement City and Owner agree that such clarifications are necessary or appropriate, they shall effectuate such clarifications, without public notice or hearing, through operating memoranda approved by City (acting through its City Manager without City Council or Planning Commission action being required) and Owner. City, in its sole discretion, shall determine whether a requested clarification may be effectuated pursuant to this Section or whether the clarification is of such a character as to constitute an amendment hereof pursuant to Section 6 above. Each such operating memorandum shall become an attachment to this Agreement.

8.09 Construction. This Agreement has been reviewed and revised by legal counsel for both Owner and City, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement, which shall be interpreted and enforced according to the plain meaning thereof.

8.10 Notices. All notices, approvals, acceptances, demands and other communications required or permitted under this Agreement shall be in writing and shall be delivered in person or by U.S. mails (postage prepaid, certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of such party as follows:

To the City, to:

Director, Planning & Environmental Services
City of Goleta
130 Cremona Drive, Suite B
PO Box 250
Goleta, CA 93117

With a copy to:

City Attorney
City of Goleta
130 Cremona Drive, Suite B
PO Box 250
Goleta, CA 93117

To Owner:

Charles R. Lande
Oly Chadmar Sandpiper General Partnership

2716 Ocean Park Boulevard, Suite 1064
Santa Monica, CA 90405

With a copy to:

Richard C. Monk, Esq.
Hollister & Brace
1126 Santa Barbara Street
P.O. Box 630
Santa Barbara, CA 93102

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date; any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date; any delivery in person shall be deemed delivered when delivered to the party to whom it is addressed. Either party may change its address by giving the other party written notice of its new address as provided above.

8.11 Estoppel Certificate. Either party may, at any time and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party: (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments, and (iii) the requesting party is not known to be in default of the performance of its obligations under this Agreement, or if in default, describing therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate within fifteen (15) days following the receipt thereof, unless City, in order to determine the appropriateness of the certificate, shall promptly commence and proceed to conclude a review pursuant to the provisions of Section 7.02 hereof. The City Manager shall be authorized to execute for City; Owner's Managing Partner shall be authorized to execute for Owner.

If a party fails to deliver a certificate within the fifteen (15) day period, the party requesting the certificate may deliver a second notice (Second Notice) to the other party stating that the failure to deliver the certificate within ten (10) working days following the receipt of the Second Notice shall constitute conclusive evidence that this Agreement is in full force and effect without modification and there are no unexcused defaults in the performance of the requesting party. Failure to deliver the requested certificate within the ten (10) working day period shall then constitute conclusive evidence upon the party which fails to deliver such certificate that this Agreement is in full force and effect without modification and there are no unexcused defaults in the performance of the requesting party.

8.12 Owner's Interest. Owner represents that the Property is owned by Owner or that Owner has control of the Property described in Exhibit A.

8.13 No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other party shall have any right of action based upon any provisions of this Agreement.

8.14 Relationship of Parties. It is understood that Owner is not an agent of the City and City is not an agent of Owner. It is specifically understood and agreed by and between the Parties hereto that the development of the Property is a separately undertaken private development. No partnership, joint venture, or other association of any kind between Owner and City is formed by this Agreement. The only relationship between City and Owner is that of a governmental entity regulating the development of private property with Owner as Owner of such private property.

8.15 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect to any other occurrence or event.

8.16 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, with venue for any legal action lying in a court of competent jurisdiction in the County of Santa Barbara, State of California.

8.17 Time of Essence. Time is of the essence for this Agreement.

8.18 Recordation. The Agreement shall be recorded, at Owner's sole cost and expense, upon execution by the parties.

8.19 Entire Agreement and Amendment. This Agreement, together with all documents and exhibits referred to herein, contains all of the agreements of the parties with respect to the matters contained herein, and no other prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended except by an agreement in writing signed by the parties hereto or their respective successors in interest.

8.20 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

8.21 Counterparts and Exhibits. This Agreement is executed in four (4) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of 27 pages, including notary acknowledgment forms, and, in addition, _____ exhibits which constitute the entire understanding and agreement of the parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all

purposes:

Exhibit A: Legal Description of the Property (OWNER TO PREPARE)

Exhibit B: Depiction of Residential Units (OWNER TO PREPARE)

Exhibit C: Conditions of Approval (CITY TO PREPARE)

Exhibit D: Form of Assignment and Assumption Agreement

Exhibit E: Estimated Goleta Transportation Impact (“GTIP”) Mitigation Fees (CITY TO PREPARE)

Exhibit F: Estimated Park/Recreation/Quimby Fees (CITY TO PREPARE)

8.23 Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Owner and City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8.24 Inconsistency. In the event of any inconsistency between any Applicable Law of the Project and a Project Approval, the provisions of the Project Approval shall control. In the event of any inconsistency between any Applicable Law of the Project or Project Approval and this Agreement, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, Owner and City have executed this Agreement as of the date first hereinabove written.

OWNER

CITY

OLY CHADMAR SANDPIPER
GENERAL PARTNERSHIP, a Delaware
general partnership

CITY OF GOLETA, a municipal corporation

By: Charles R. Lande
Its: Authorized Representative

By: _____
Its: Mayor_____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: Richard C. Monk
Attorney for Owner

By: Tim Giles, City Attorney

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF SANTA BARBARA)

On _____, before me, [here insert the name and title of the officer] _____, personally appeared _____, 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.

Signature (Seal)

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF SANTA BARBARA)

On _____, before me, [here insert the name and title of the officer] _____, personally appeared _____, 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.

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Signature (Seal)

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF SANTA BARBARA)

On _____, before me, [here insert the name and title of the officer] _____, personally appeared _____, 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.

Signature (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

Real property in the City of Goleta, County of Santa Barbara, State of California, described as follows:

THAT PORTION OF THAT CERTAIN TRACT OF LAND IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, THE TITLE TO WHICH WAS CONFIRMED TO CATHERINE M. BELL BY THE DECREE MADE IN THE SUPERIOR COURT OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, IN THE ACTION OF JOSE MARIA HILL, ET LA., TRUSTEES OF THE ESTATE OF N.A. DEN, DECEASED VS. RICHARD S. DEN ET AL., A CERTIFIED COPY OF WHICH DECREE WAS RECORDED IN THE OFFICE OF THE RECORDER OF SAID SANTA BARBARA COUNTY IN BOOK 127, PAGE(S) 217, ET SEQ., OF DEEDS, RECORDS OF SAID COUNTY, SAID TRACT BEING KNOWN AS THE "CANADA DE LAS ARMAS TRACT" OF SAID CATHERINE M. BELL, DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTH BY THE SOUTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, BOUNDED ON THE EAST BY THE EASTERLY LINE OF SAID "CANADA DE LAS ARMAS TRACT", AND BOUNDED ON THE SOUTHWEST BY THE NORTHEASTERLY LINE OF HOLLISTER AVENUE RIGHT OF WAY OF SAID AVENUE AS IN EXISTENCE AS OF JANUARY 1, 1966 AND AS DESCRIBED IN THE RIGHT OF WAY GRANT TO THE COUNTY OF SANTA BARBARA RECORDED MAY 8, 1968 AS INSTRUMENT NO. 14816 IN BOOK 2231 PAGE 528, OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SANTA BARBARA BY DEED RECORDED APRIL 3, 1900 IN BOOK 70, PAGE(S) 232 OF DEEDS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM "PARCEL 1" OF PARCEL MAP NO. 10732 RECORDED IN BOOK 3, PAGE 96 OF PARCEL MAP.

APN: 079-210-049

EXHIBIT B

DEPICTION OF RESIDENTIAL UNITS

HASKELL'S LANDING RESIDENTIAL
DEVELOPMENT PROJECT EXHIBITS

07-102-GP, -OA, -TM, -DP, -RN: Haskell's Landing Development Plan
Project Data (Development Plan Sheet 2 of 4 dated January 28, 2009)
Overall Site Plan (Development Plan Sheet 2 of 4 dated January 28, 2009)
Site Plan (Development Plan Sheet 2 of 4 dated January 28, 2009)
Preliminary Grading and Drainage Plan (Development Plan Sheet 3 of 4
dated March 30, 2009)
Ground Floor Plan (Sheets 1, 7, and 12, dated August 15, 2008)
Second Floor Plan (Sheets 2, 8, and 13, dated August 15, 2008)
Exterior Elevations (Sheets 1-8, dated October 1, 2008; supercedes Sheets
3-6, 9-11 dated August 15, 2008)
Duplex Homes, Triplex Homes, and Fourplex Homes Area Calculations
(Sheets 1, 2, and 3, dated February 25, 2009)
Conceptual Landscape Plan (dated August 18, 2008)
Vegetation Enhancement Plan (Sheets VEP-1 through -4 and 5th Sheet
dated June 19, 2008)
Vesting Tentative Tract Map 32,032 (dated August 18, 2008)
Vesting Tentative Map - Preliminary Grading and Drainage Plan (Sheet 3 of
4; and Details and Cross Sections Sheet 4 of 4; dated August 18, 2008)
Pedestrian Circulation Plan (Sheet 5 dated August 18, 2008)

07-102-TM: Vesting Tentative Tract Map

Vesting Tentative Tract Map No. 32,032 dated August 18, 2008

EXHIBIT C
CONDITIONS OF APPROVAL

EXHIBIT 2
CONDITIONS OF APPROVAL
HASKELL'S LANDING PROJECT
07-102-GP, -OA, - TM, -DP

1. **AUTHORIZATION:** This Development Plan and Vesting Tentative Tract Map and the conditions set forth below authorize development proposed in Case No. 07-102-GP, -OA, - TM, -DP, -RN marked "Officially Accepted, February 9, 2009, Planning Commission Exhibits 1 and 2." Any deviations from the exhibits, project description, or conditions must be submitted to the City of Goleta for its review and approval. Deviations without the above-described approval will constitute a violation of the permit approval. The exhibits associated with this permit include:

07-102-GP, -OA, - TM, -DP, -RN: Haskell's Landing Development Plan
Project Data (Development Plan Sheet 2 of 4 dated January 28, 2009)
Overall Site Plan (Development Plan Sheet 2 of 4 dated January 28, 2009)
Site Plan (Development Plan Sheet 2 of 4 dated January 28, 2009)
Preliminary Grading and Drainage Plan (Development Plan Sheet 3 of 4 dated March 30, 2009)
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Vesting Tentative Map - Preliminary Grading and Drainage Plan (Sheet 3 of 4; and Details and Cross Sections Sheet 4 of 4; dated August 18, 2008)
Pedestrian Circulation Plan (Sheet 5 dated August 18, 2008)

07-102-TM: Vesting Tentative Tract Map
Vesting Tentative Tract Map No. 32,032 dated August 18, 2008

2. **AUTHORIZED DEVELOPMENT:**

Vesting Tentative Tract Map (07-102-TM): A one lot subdivision of the 14.46-acre tract for airspace condominium purposes to provide for 101 residential units, associated infrastructure, and common open space.

Development Agreement (07-102-OA): A Development Agreement (DA) between the City of Goleta and Oly Chadmar Sandpiper General Partnership, LLC addresses funding of infrastructure as identified in General

Plan concurrency policies PF 3.2, 3.3, 3.4, as well as Section PF 9, particularly PF 9.6 and 9.7. The DA is included as Attachment 4.

Development Plan (07-102-DP): A Final Development Plan for the construction of a 101-unit residential condominium project. A total of 42 buildings will be constructed as identified in Table 1.

Table 1: Haskell's Landing Residential Building Types

Building Type	Number of Buildings
Duplex including One Four-Bedroom SFR unit; and One Three-Bedroom SFR	19
Triplex & Fourplex including Two 3-Bedroom T.H. units; and (1) 2-Bedroom T.H. affordable unit <i>or</i> (1) 1-Bedroom unit; and (1) Studio *	17
Two-Bedroom + detached T.H.	2
Three-Bedroom+ detached SFR	4

* *Note: This carriage unit configuration will include: five (5) 1-bedroom affordable units, and five (5) studio affordable units.*

Unit and Building Design: Six residential two-story building types are arranged around two loop road configurations, accessed from Hollister Avenue on the west and Las Armas Road on the east. Single family residence (SFR detached) and single family attached duplex units will provide three bedrooms, with half of the units having an option for an additional bedroom. These units will have a maximum height from finished floor and finished grade to roof ridgeline of 26.5 feet. Townhouse (T.H., attached) triplex and four-plex units will have a maximum height of 27 feet. The 2- and 3-bedroom T.H. floor plan to be offered at the market sales category will provide for an extra optional bedroom. Habitable building areas will vary as identified in Table 2. Optional conversion of up to eleven (11) market rate two-bedroom units to three-bedroom units will add up to a maximum 1,408 additional s.f. (the decision to add a 128 s.f. bedroom to each of the 11 individual units will be made prior to their individual sale and construction); as the additional bedrooms will be only second story units, they will not change the project's building coverage calculation.

Table 2: Haskell's Landing Residential Habitable Building Areas

Unit Type	Unit Count	Gross Floor Area	Garage Square Footage	Sales Category
Three-Bedroom* SFR	19	2,981	576	Market
Three-Bedroom* SFR Detached	3	2,981	576	Market
Three-Bedroom SFR	19	2,612	543	Market
Three-Bedroom SFR Detached	1	2,612	543	Market
Three-Bedroom * T.H.	17	2,324	415	Market
Two-Bedroom* T.H.	17	1,834	412	Market
Two-Bedroom* T.H. Detached	2	1,834	412	Market
Two-Bedroom* T.H. Carriage	11	1,365/1,493	225	Market
One-bedroom T.H. Carriage	1	764	225	Market
Studio T.H. Carriage	1	570	0	Market
One-bedroom T.H. Carriage	5	764	225	Affordable
Studio T.H. Carriage	5	570	0	Affordable

Gross Floor Area as defined by the City of Goleta General Plan

*Note: * Option for one additional bedroom. Additional bedroom square footage is included within the gross floor area calculation, with the exception of the Two-Bedroom* T.H. Carriage unit. This additional 128 square foot bedroom option will result in a total unit size of 1,493 s.f., (up to an additional 1,408 s.f. of total project gross floor area for eleven such optional bedrooms), but as a second story unit, will not change the project's building coverage calculation.*

Affordable Housing: The permit allows five (5) studios (equal to 5 percent of all the units) affordable to moderate-income (80 to 120 percent of median) households, and five (5) one-bedroom units (equal to 5 percent of all the units) affordable to households earning 120 to 200 percent of the median income, all subject to a 55-year resale restriction. In addition, the proposed project provides in-lieu fees equivalent to five (5) units (equal to 5 percent of all the units) at prices affordable to very low-income households, and five (5)

units (or 5 percent of all the units) affordable to low-income households. As illustrated in Table 2, the ten (10) affordable units will be distributed throughout the project site.

Parking: The project provides 218 spaces (173 enclosed and 45 on-street within designated pockets) for residents and visitors. All market-rate SFR and non-carriage unit Townhomes will include a private 2-car garage, while the two-bedroom market rate and one-bedroom affordable carriage units will include a private 1-car garage. In addition, 40 parking spaces in excess of the 218 spaces required under Zoning Ordinance requirements can be accommodated within driveways for a total of 258 spaces.

Access: Access to and from the condominiums will be provided from Hollister Avenue and Las Armas Road. A minimum 28-foot wide interior loop is provided on each side of Devereux Creek. A portion of the eastern interior loop adjacent to the proposed open space landscape restoration area will incorporate a "grass-crete" type substructure material that will allow for natural dispersal of native grass seed.

A pedestrian trail linking the eastern and western residential components is located adjacent and south of the northern property boundary; a 10-foot wide pre-fabricated clear-span steel bridge will span Devereux Creek. A meandering perimeter sidewalk will parallel Hollister Avenue and Las Armas Road within the public right of way. A third pedestrian trail crossing Devereux Creek to facilitate pedestrian access is located within the southern half of the property.

Architecture and Landscaping: The architecture for both detached and attached units will be a mix of Coastal, Ranch, and Monterey styles (Exterior Elevations Sheets 1-8, dated October 1, 2008). Perimeter units will be oriented toward Hollister Avenue; no sound wall along the roadway is proposed. Units adjacent to Devereux Creek will be oriented to take advantage of proposed restoration of this biologically sensitive area. All units will have private outdoor areas. Common open space will total approximately up to 346,080 square feet (55%) exclusive of the right-of-way area along Hollister Avenue to be dedicated to the City of Goleta, and includes a children's play area, and trail, with benches throughout the proposed Devereux Creek restoration area. Private open space will equal 49,992 square feet (8%). The total project open space will be 63%.

The project includes a 6-foot high sound wall along the northern property boundary as measured from finished grade; the footings of the wall could extend up to three feet lower when measured from existing grade due to the undulation along some of the northern boundary slopes). The project will not have a perimeter wall along any other property lines. Instead, project residential units will be oriented outwards with their front yards towards

Hollister Avenue, Devereux Creek, or towards interior landscaped common areas.

The project's conceptual landscaping includes a Vegetation Enhancement Plan for the Devereux Creek corridor. All landscaping will be maintained with a pesticide- and herbicide-free program. A total of 87 eucalyptus and 8 cypress trees will be replaced with a total of 282 drought tolerant Mediterranean and native tree species, both ornamental (e.g., Melaluca, London Plane Tree, etc.) and indigenous to the area (e.g., coast live oak and sycamore) (see VEP 4 and 5th Sheet).

Site Preparation: The site would require approximately 21,050 c.y. of cut and 20,900 c.y. of fill, which due to anticipated shrinkage of 25 percent, on site redistribution, and compaction will be balanced on site. Maximum vertical height of cut and fill slopes will be 4 feet. A retaining/sound wall on the northern project boundary will have a maximum 6-foot height above finished grade.

Utilities: The Goleta Water District and Goleta West Sanitary District will provide water and sewer service to the site.

Public Services: Fire protection is provided by the County of Santa Barbara Fire Department. Police protection will be provided by the City of Goleta. School facilities will be provided by the Goleta Valley Unified School District, including Elwood Elementary School, Goleta Valley Junior High, and Dos Pueblos High School.

The grading, development, use and maintenance of the property, the size, shape, arrangement, and location of structures, parking areas and landscape areas, and the protection and preservation of resources shall substantially conform to the project description in the staff report and abide by the conditions of approval below. The property and any portions thereof shall be sold, leased or financed in compliance with this project description and the approved exhibits and conditions of approval hereto. All plans must be submitted for review and approval and shall be implemented as approved by the City of Goleta. Minor changes to the project description contained herein shall be subject to the approval of the Director of Planning and Environmental Services.

Modifications Approved: As part of the project, the approval includes the following modifications to certain standards of the Article II, Coastal Zoning Ordinance, as follows:

- Reduction of the front yard setback requirement (20 ft. from road right-of-way or 50 ft. from centerline) to allow for construction of 15 units between 11 - 18 feet from the Hollister Avenue right of way, and for construction of 10 units between 11 – 13 feet from the Las Armas Road right of way, as shown on the Development Plan (07-102-DP) (Section 35.74.8.1).
- Reduction of the front yard setback requirement (20 ft. from road right-of-way or 50 ft. from centerline) to allow for construction of the units a minimum distance of 5 feet from the right of way, and 19 feet from the centerline of the interior roads, as shown on the Development Plan (07-102-DP) (Section 35.74.8.1).
- Modification of the parking setback requiring that uncovered areas be screened from street and adjacent residences to a height of 4' by plantings, fences or walls, for on-street parking spaces as shown on the Development Plan (07-102-DP) (Section 35.74.12.2.b).
- Modification of the parking standards requiring no encroachment into a street or a sidewalk when backing out of space, by providing parking pockets that would back on to private streets as shown on the Development Plan (07-102-DP) (Section 35.114.3.d).

Road Naming (07-102-RN): The proposed project includes naming of eight internal street segments, as approved by the Santa Barbara County Fire Department, Public Safety Dispatch, and Surveyor (November 6, 2008): Sanderling Lane; Whimbrel Lane; Samwill Court; Willet Drive, Curlew Drive, Scaup Court, Stilt Court; and Grebe Drive.

The grading, development, use and maintenance of the property, the size, shape, arrangement, and location of structures, parking areas and landscape areas, and the protection and preservation of resources shall conform to the project description in the staff report and the conditions of approval below. The property and any portions thereof shall be sold, leased, or financed in compliance with this project description and the approved exhibits and conditions of approval hereto. All plans must be submitted for review and approval and shall be implemented as approved by the City of Goleta.

MITIGATION MEASURES FROM EIR ADDENDUM AND REVISIONS

Aesthetics/Visual Resources

3. To prevent construction and/or employee trash from blowing offsite, covered receptacles shall be provided onsite prior to commencement of grading or construction activities. Waste shall be picked up weekly or more frequently as directed by City staff. **Plan Requirements and Timing:** Prior to issuance of any LUP for the project, the applicant shall designate and provide to City staff the name and phone number of a contact person(s) to monitor construction trash/waste and organize a clean-up crew. Additional covered receptacles shall be provided as determined necessary by City staff. This requirement shall be noted on all plans. Trash control shall occur throughout all grading and construction activities.

Monitoring: City staff shall inspect periodically throughout grading and construction activities to verify compliance.

4. The design, scale and character of the project architecture, landscaping and signage shall be compatible with vicinity development. The preliminary development plans shall be revised to address issues raised by DRB in its Conceptual Review and shall incorporate all applicable mitigation measures and conditions of approval. The exterior elevations shall be fully dimensioned, showing existing grade, finished grade, finished floor, average height and peak height. **Plan Requirements and Timing:** Architectural drawings, lighting plans, landscape plans, grading plans, and signs shall be submitted to Planning & Environmental Services prior to Design Review Board (DRB) plan filing and plans shall be approved prior to approval of Land Use Permits for the project.

Monitoring: City staff shall verify that the project is constructed per the final plans approved by DRB prior to issuance of any certificate of occupancy.

5. All exterior night lighting shall be of low intensity/low glare design, and shall be hooded to direct light downward onto the subject tract and prevent spill over onto adjacent tracts. Exterior lighting fixtures shall be kept to the minimum number and intensity needed to ensure the public safety of residents and visitors. All upward directed exterior lighting shall be prohibited to protect night sky views of the stars and "dark-sky" lighting fixtures shall be used throughout. All exterior lighting fixtures shall be appropriate for the architectural style of the proposed structures and the surrounding area. The applicant shall develop a common area lighting plan incorporating these requirements and provisions for dimming lights after 11:00 p.m. to the maximum extent practical without compromising public safety. The final lighting plan shall be amended to include identification of all types, sizes, and intensities of wall mounted building lights and landscape accent lighting. Wall

wash type lighting should be avoided, except if required for safety reasons. "Moonlighting" type fixtures that illuminate entire tree canopies should also be avoided (up-lighting and down-lighting as separate methods are acceptable). **Plan Requirements and Timing:** The locations of all exterior lighting fixtures and an arrow showing the direction of light being cast by each fixture and the height of the fixtures shall be depicted on the preliminary/final lighting plan and shall be reviewed and approved by DRB and City staff. The preliminary/final lighting plan shall be reviewed and approved by DRB and City staff prior to issuance of any LUP for the project.

Monitoring: City staff shall inspect all exterior lighting to verify that exterior lighting fixtures have been installed consistent with their depiction on the final lighting plan.

6. The applicant shall prepare detailed landscape and irrigation plans for the project that identifies the following:
 - a. Type of irrigation proposed;
 - b. All proposed trees, shrubs, and groundcovers by species;
 - c. Size of all planting materials including trees; and
 - d. Location of all planting materials.

The project landscaping shall consist of drought-tolerant native and/or Mediterranean type species which adequately complement the project design and integrate the site with surrounding land uses. Landscaping shall be compatible with the character of the surroundings, the architectural style of the structures and shall where feasible include landscape planters adjacent to any perimeter noise walls such that irrigation systems can provide for watering of the screening plantings on the walls. **Plan Requirements and Timing:** Landscape plans shall be submitted to Planning & Environmental Services prior to Design Review Board (DRB) plan filing and plans shall be approved prior to approval of Land Use Permits for the project.

Monitoring: City staff shall verify that landscaping is installed per the final plans approved by DRB prior to issuance of any certificate of occupancy.

7. All new utility service connections and above-ground mounted equipment such as backflow devices, etc, shall be screened from public view and/or painted in a soft earth-tone color(s) (red is prohibited) so as to blend in with the project. Screening may include a combination of landscaping and/or masonry or lattice walls. Whenever possible and deemed appropriate by City staff, utility transformers shall be placed in underground vaults. All gas and electrical meters shall be concealed and/or painted to match the building. All gas, electrical, backflow prevention devices and communications equipment shall be completely concealed in an enclosed portion of the building, on top of the building, or within a screened utility

area. All transformers and vaults that must be located within the right-of-way shall be installed below grade unless otherwise approved by the City, and then must be completely screened from view. **Plan Requirements and Timing:** The site and building plans shall be submitted for DRB Preliminary/Final Review and shall identify the type, location, size, and number of utility connections and above-ground mounted equipment as well as how such equipment would be screened from public view and the color(s) that it would be painted so as to blend in with the project and surrounding area. Plans shall be determined to be compliant with this condition prior to issuance of an LUP.

Monitoring: City staff shall verify that all above-ground utility connections and equipment is installed, screened, and/or painted per the approved plans.

Air Quality

8. To mitigate fugitive dust emissions, the applicant shall implement APCD dust control measures, including the following:
 - a. Use water trucks or sprinkler systems to keep all areas of vehicle movement damp enough to prevent dust from leaving the construction area. At a minimum, this would include wetting down such areas in the late morning and after work is completed for the day, and whenever wind exceeds 15 miles per hour. Reclaimed water should be used whenever possible.
 - b. Minimize the amount of disturbed area and speeds of on-site vehicles.
 - c. Install gravel pads at all access points to prevent tracking of mud onto public roads.
 - d. Soil stockpiled for more than two days shall be covered, kept moist, or treated with soil binders to prevent dust generation.
 - e. After completion of clearing, grading, earthmoving, or excavation, treat the disturbed areas by watering, revegetation, or by spreading soil binders until they are paved or otherwise developed so that dust generation will not occur.
 - f. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent the transport of dust off-site. Their duties shall include holiday and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the Air Pollution Control District prior to land use clearance.

Plan Requirements and Timing: All APCD required dust control measures shall be noted on all construction plans and shall be submitted for approval

by City staff prior to issuance of any LUP for the project. The name and telephone number of a designated person to monitor the dust control program shall be provided to City staff and the APCD.

Monitoring: City staff shall perform periodic site inspections to verify compliance as well as contact the designated monitor as necessary to ensure compliance with dust control measures.

9. In order to minimize NOx emissions during construction in compliance with sections 2449, 2449.1, 2449.2, and 2449.3 of Title 13, Article 4.8, Chapter 9 of the California Code of Regulations (CCR) to reduce diesel particulate matter (PM) and criteria pollutant emissions from in-use off-road diesel-fueled vehicles, the following equipment control measures shall be implemented:
 - a. All portable construction equipment shall be registered with the state's portable equipment registration program OR permitted by the Santa Barbara County Air Pollution Control District.
 - b. The engine size of construction equipment shall be the minimum practical size.
 - c. The number of construction equipment operating simultaneously shall be minimized through efficient management practices to ensure that the smallest practical number is operating at any one time.
 - d. Construction equipment shall be maintained in tune per the manufacturer's specifications.
 - e. Construction equipment operating onsite shall be equipped with two to four degree engine timing retard or pre-combustion chamber engines.
 - f. Catalytic converters shall be installed on gasoline-powered equipment, if feasible.
 - g. Diesel catalytic converters, diesel oxidation catalysts and diesel particulate filters as certified and/or verified by EPA or California shall be installed, if available.
 - h. Diesel powered equipment should be replaced by electric equipment whenever feasible.
 - i. Idling of heavy-duty diesel trucks during loading and unloading shall be limited to five minutes; auxiliary power units should be used whenever possible.
 - j. Drivers of diesel fueled commercial vehicles weighing more than 10,000 pounds:
 1. shall not idle the vehicle's primary diesel engine for greater than 5 minutes at any location; and
 2. shall not idle a diesel-fueled auxiliary power system (APS) for more than 5 minutes to power a heater, air conditioner, or any ancillary equipment on the vehicle.

- k. Diesel construction equipment meeting the California Air Resources Board's Tier 1 emission standards for off-road heavy-duty diesel engines shall be used. Equipment meeting Tier 2 or higher emission standards should be used to the maximum extent feasible.
- l. Construction worker trips should be minimized by requiring carpooling and by providing for lunch onsite.

Plan Requirements and Timing: The project applicant shall include these measures as notes on a separate sheet attached to the grading and building plans. City staff shall review and approve the plans prior to issuance of any LUP for the project. These measures shall be implemented during and after project construction.

Monitoring: City staff shall perform periodic site inspections to verify compliance as well as contact the designated monitor as necessary to ensure compliance with equipment control measures.

- 10. The project shall comply with all Rules and Regulations required by the Santa Barbara County APCD, including, but not limited to:
 - a. Compliance with APCD Rule 339, governing application of cutback and emulsified asphalt paving materials;
 - b. Obtaining required permits for any emergency diesel generators or large boilers prior to any LUPs;
 - c. Obtaining APCD permits prior to handling or treating any contaminated soil onsite, if identified;

Plan Requirements and Timing: The project applicant shall include these measures as notes on a separate sheet attached to the grading and building plans. City staff shall review and approve the plans prior to issuance of any LUP for the project. These measures shall be implemented during and after project construction.

Monitoring: City staff shall perform periodic site inspections to verify compliance as well as contact the designated monitor as necessary to ensure compliance with equipment control measures.

- 11. Mechanical air conditioners shall use non-CFC refrigerants. The air conditioning systems shall utilize HCFC-123 or other refrigerants which are determined to have a minimal effect on ozone depletion. If feasible, the systems shall be designed to accommodate new non-ozone depleting refrigerants as they become available. **Plan Requirements and Timing:** Air conditioner information shall be provided on project building plans and shall be reviewed and approved by City staff prior to issuance of LUPs for structures.

Monitoring: City staff shall verify conformance with this measure on project building plans prior to issuance of LUPs and shall verify installation in conformance prior to certificate of occupancy.

12. The following energy-conserving techniques shall be incorporated unless the applicant demonstrates their infeasibility to the satisfaction of Planning & Environmental Services staff prior to approval of Land Use Permits:
 - a. Installation of low NOx water heaters and space heaters per specifications in the Clean Air Plan;
 - b. Installation of heat transfer modules in furnaces;
 - c. Use of light colored water-based paint and roofing materials;
 - d. Installation of solar panels and/or use of water heaters that heat water only on demand;
 - e. Use of passive solar cooling/heating;
 - f. Use of natural lighting;
 - g. Use of concrete or other non-pollutant materials for parking lots instead of asphalt;
 - h. Installation of energy efficient appliances;
 - i. Installation of energy efficient lighting;
 - j. Use of landscaping to shade buildings and parking lots;
 - k. Installation of sidewalks and bike paths;
 - l. Installation of covered bus stops, with Metropolitan Transit District (MTD) bus route schedules and rideshare information on a central location on a covered message board to encourage use of mass transportation.

Plan Requirements and Timing: Measure components shall be provided on project building plans and shall be reviewed and approved by City staff prior to issuance of LUPs for structures.

Monitoring: City staff shall verify conformance with this measure on project building plans prior to issuance of LUPs and shall verify installation in conformance prior to certificate of occupancy.

13. To reduce daily ROC and NOx emissions during winter days from combined project sources, residences shall be built without wood-burning fireplaces or only with natural gas-fired burning units. **Plan Requirements and Timing:** Measure components shall be provided on project building plans and shall be reviewed and approved by City staff prior to issuance of LUPs for structures.

Monitoring: City staff shall verify conformance with this measure on project building plans prior to issuance of LUPs and shall verify installation in conformance prior to certificate of occupancy.

14. Ventilation systems that are rated at Minimum Efficiency Reporting Value of "MERV13" or better for enhanced particulate removal efficiency shall be provided on all units. The residents of these units shall also be provided information regarding filter maintenance/replacement. **Plan Requirements and Timing:** The aforementioned requirement shall be shown on applicable plans submitted for approval of any Land Use and Building permits.

Monitoring: City of Goleta staff shall ensure that the aforementioned requirements are included on plans submitted for approval of any Land Use and Building permits and shall verify compliance onsite prior to occupancy clearance. Staff shall also review the future Covenants, Conditions, and Restrictions (CC&Rs) for inclusion of guidelines pertaining to the proper maintenance/replacement of filters.

15. The applicant shall provide an Air Quality Disclosure Statement to potential buyers of units, summarizing the results of technical studies that reflect a health concern resulting from exposure to air quality emissions generated within 500 feet of a freeway. **Plan Requirements and Timing:** The applicant shall provide this disclosure statement as part of the project CCRs to the City Attorney and Planning & Environmental Services to verify the disclosure statement is fair and adequate. The disclosure shall be reviewed and approved prior to recordation of the Final Map.

Monitoring: City staff shall verify that the Air Quality Disclosure Statement has been incorporated into the CCRs prior to sale of homes. City staff shall review and approve the statement for objectivity, balance, and completeness.

Biological Resources

16. The applicant shall submit a final Vegetation Enhancement Plan (VEP) for Devereux Creek and adjacent wetland and native grassland habitat for review and approval by City Planning & Environmental Services. The VEP shall include specific goals for habitat restoration and include performance criteria by which replanting success is measured; any necessary stream channel and creek flow modifications to ensure restoration success; a planting plan including native wetland plants of known local genotype and an irrigation plan; an exotic vegetation management plan; methods to protect the plantings until established; and a contingency plan in the event performance criteria are not met. The plan shall include provisions for maintaining and enhancing the native grassland areas onsite. In addition, the plan shall specifically provide for redirection of the Creek from its current course along the UPRR tracks to the Devereux Creek channel crossing the property. This would potentially require excavation of the channel invert to

remove accumulated sediment and to provide appropriate elevations. Construction and habitat improvement activities in the channel shall be limited to dry season (May 1 to October 31) unless otherwise stipulated in permits from the Army Corps of Engineers or CDFG (see Condition No. 21). It may also require contributing to the design and construction of a structural solution to ensure continued flow across the UPRR and onto the project property in cooperation with UPRR. The plan shall include details of planting and maintenance of barrier plantings identified in Condition No. 20. **Plan Requirements:** The plan shall be reviewed and approved by City staff prior to issuance of any LUP for the project. Performance securities for installation and maintenance for at least five (5) years shall be subject to review and approval by City staff. At a minimum, performance securities guaranteeing installation of the habitat restoration shall be furnished by the applicant prior to issuance of any LUP for the project. The habitat restoration maintenance agreement shall be signed and filed with the city prior to approval of issuance of any LUP for the project. **Timing:** Implementation of the VEP, including redirection of the channel and plantings, shall be in place prior to occupancy of the last building.

Monitoring: The VEP shall include monitoring by a City-approved biologist or restoration specialist to determine the success of mitigation.

17. An open space easement including the protected area and creek corridor of Devereux Creek shall be established and recorded on the Final Map to ensure that the restoration area shall remain in perpetuity. Within this approximately 2-acre area, riparian habitat and adjacent wetland, native grassland, and related upland habitat shall be enhanced through eradication of invasive non-native plants and the planting of native species, of known local genotype according to a plan developed by a City-approved biologist. **Plan Requirements:** The terms and conditions of the easement to cover initial restoration and maintenance costs (trail, planting, etc.), ongoing habitat restoration, and limited public access shall be indicated as a note on the Final Map and shall be reviewed and approved by City staff. The Homeowners Association will be the party responsible for ongoing restoration and providing maintenance costs, including regular pick up of trash and litter and barrier plantings. **Timing:** The applicant shall record the open space easement on the final map.

Monitoring: The terms and conditions of the easement shall provide for City staff or third-party evaluation by a City-approved biologist or restoration specialist of riparian enhancement measures and the effectiveness of controlled public access.

18. The final grading plan shall identify measures to minimize sedimentation into the protected area adjacent to the creek channel, and protected wetlands and native grassland. Grading in this area shall avoid the rainy season

(November 1 to May 1) unless Planning & Environmental Services and a City-qualified biologist or restoration specialist determine that erosion and sediment control measures are sufficient to avoid impacts during the rainy season. Sediment control structures (e.g., straw bales, silt curtains/fences, sediment basins, etc.) shall be placed between graded areas and the protected area to direct runoff and remove silt. The structures shall remain in place and be regularly maintained until all disturbed soils are stabilized by structures or vegetation. **Plan Requirements:** The erosion and sediment control structures shall be indicated on the final grading plan. **Timing:** The erosion and sediment control plan shall be reviewed and approved by the Planning & Environmental Services and Community Services prior to issuance of any LUP for the project.

Monitoring: The structures shall be monitored by City staff during construction, and recommendations for corrective actions reported to the Planning & Environmental Services Department immediately when maintenance is needed.

19. The final landscape plan shall include barrier plantings of native riparian shrub and understory species (e.g., blackberry, California rose, and other thorny species) on the existing margin of the proposed protected area and the Devereux Creek channel to reduce encroachment into the area by humans and domestic pets. **Plan Requirements:** The vegetation barrier between the protected area and the development shall be identified on the final landscape plan. Details of its planting and maintenance shall be included in the Vegetation Enhancement Plan. **Timing:** The final landscape plan shall be reviewed and approved by Planning & Environmental Services and Community Services prior to issuance of any LUP for the project.

Monitoring: The performance of the barrier plantings shall be monitored by a City-approved biologist or restoration specialist to determine the success of mitigation.

20. The applicant shall obtain any required federal, state or local permits or authorizations including but not limited to: a Streambed Alteration Agreement from the California Department of Fish and Game (CDFG), a Section 404 permit from the U.S. Army Corps of Engineers (USACE), a Section 401 Water Quality Certification or Waiver from the Regional Water Quality Control Board. Copies shall be submitted to Planning & Environmental Services. **Plan Requirements:** Applicant shall submit necessary plans to CDFG and USACE with copies to Planning & Environmental Services. **Timing:** Waivers and Permits shall be provided to Planning & Environmental Services prior to issuance of any LUP for the project.

Monitoring: City staff shall confirm receipt of permits and coordinate monitoring of permit compliance with CDFG and USACE.

21. Sedimentation, silt, and grease traps or other storm water runoff treatment control measures shall be installed in paved areas to act as filters to minimize pollution reaching the Devereux Creek channel and downstream habitats. Appropriate measures shall address both short-term construction and long-term operational impacts of runoff from the site. The measures shall be maintained in working order for the life of the project. The applicant shall submit grading and building plans showing these storm water runoff treatment control measures to Planning & Environmental Services for review and approval prior to receiving Coastal Development Permit approval for grading. Prior to and during grading, installation and maintenance of appropriate sediment control measures shall be photo-documented and submitted by the applicant to Planning & Environmental Services. Similarly, prior to completion of the project, installation of the long term stormwater runoff treatment control measures shall be photo-documented and submitted by the applicant to Planning & Environmental Services. The Homeowners association (HOA) will be responsible for long-term operation and maintenance of the filters in working order. The City shall inspect and ensure filters are maintained.

Plan Requirements: Grading and building plans shall contain specifications. The applicant may be required to record an agreement for long-term maintenance of storm water control measures per City of Goleta Storm Water Management Plan conditions to ensure maintenance is completed over the life of the project. **Timing:** Specifications shall be submitted prior to issuance of any LUP for the project for grading, and implemented during construction and thereafter.

Monitoring: City staff shall monitor mitigation implementation prior to and throughout the construction period as well as throughout a minimum 3-year landscape establishment period.

22. Non-invasive landscape plants to be included in the landscape plan for the site shall be selected for their attractiveness to Monarch butterflies, and their capacity to provide nectar, basking and/or roosting habitat between the months of October and December. **Plan Requirements and Timing:** Landscape plan shall be submitted prior to issuance of any LUP for the project for grading.

Monitoring: City staff shall monitor mitigation implementation during landscape installation and throughout a minimum 3-year establishment period thereafter.

23. Night lighting in the vicinity and within the Devereux Creek channel and buffer area, including the native grassland, wetland, eucalyptus grove, and nature trail, shall be minimized. Lights on homes adjacent to the creek, and

within the buffer, native grassland or wetland enhancement area shall be directed away from the protected area, be of low intensity, and shall be connected to timing devices that shut off after 10 PM. **Plan Requirements and Timing:** A lighting plan submitted prior to issuance of any LUP for the project for grading.

Monitoring: City staff shall confirm installation and shall respond to complaints.

24. Improvements to the hydrology and water quality of Devereux Creek channel shall be effectuated. This shall be accomplished by grading and designing the site to facilitate runoff to riparian and wetland habitats rather than to the sewer system, as described below:
 - a. Include sediment and erosion control measures in the grading/drainage plan, and maintain these measures throughout the construction period. Install and maintain erosion control measures (such as jute netting or coir fabric/rolls) along the creek channel and in protected areas until native plants or landscaping is established.
 - b. Install native wetland plants of known local genotype that shall filter or absorb runoff or pollutant materials that may enter the Devereux Creek channel.
 - c. Include pervious surfaces in the project design in key areas (adjacent to concrete walkways and impervious roads) so that runoff percolates into the ground to the maximum extent feasible.
 - d. Collect and filter all runoff prior to its discharge into the Devereux Creek channel.
 - e. Direct runoff from rooftops and large impervious areas to a filtering system and thence to the Devereux Creek channel to provide supplemental water to the riparian corridor and aquatic biota.

Plan Requirements and Timing: A revised grading and drainage plan and water quality improvement plan shall be submitted prior to issuance of any LUP for the project for grading.

Monitoring: City staff shall monitor mitigation implementation during construction.

25. The Enhancement Plan area shall contain indigenous native plant material known local genotypes only.
 - a. Where native plants are proposed in natural protected areas or in landscape plans, seed, cuttings or plants shall be obtained from known sources in the watershed or in the Goleta Valley. Local experts shall be contacted to assist with verifying and contract growing plant stock from appropriate known local genotypes.
 - b. Invasive non-natives shall be eradicated from the site. Invasive ornamentals (such as periwinkle, fountain grass, cape ivy, English ivy, Algerian ivy, bamboo, etc.) shall not be included in the landscape plan. The California Exotic Plant Pest Council (CalEPPC) list of Exotic Invasive Species should also be consulted to ensure that species on this list are not introduced to the site.

Plan Requirements and Timing: The applicant shall verify the source of plant material prior to issuance of any LUP for the project for grading. Removal of exotic species from the Enhancement Plan area shall take place prior to implementation of the Enhancement Plan. Removal of exotic species shall be ongoing, as necessary.

Monitoring: City staff shall monitor mitigation implementation during construction and for the minimum three-year establishment period.

26. Sewer lateral extensions or other utility connections that must cross the Devereux Creek channel shall minimize disturbance to the creek and adjacent buffer and protected areas. This shall be accomplished by directional drilling/boring or other technology. Exceptions to this measure include electrical conduit to light the pedestrian pathway that can be buried within the pathway (and cross Devereux Creek on the pedestrian bridge) and installation of the clean water drainage system identified in the Vegetation Enhancement Plan subsequent to its review and approval by the City. **Plan Requirements and Timing:** A revised grading and drainage plan, depicting construction methods for sewer and other utilities, shall be submitted prior to issuance of any LUP for the project for grading.

Monitoring: City staff shall monitor mitigation implementation during, and after construction.

27. During construction, washing of concrete, paint and equipment shall be designated where polluted water and materials can be contained for removal from the site. **Plan Requirements and Timing:** Measure components shall be provided on project grading plans and shall be reviewed and approved by City staff prior to issuance of grading permits.

Monitoring: City staff shall verify conformance with this measure on project plans prior to issuance of any LUP for the project and shall verify installation in conformance prior to certificate of occupancy.

Cultural Resources

28. A City-qualified archaeologist and local Chumash observer shall monitor the initial brushing of vegetation and earth removal activity of the first 1-foot of soils to ensure that any unknown, sparse prehistoric materials are identified and assessed consistent with City of Goleta Cultural Resources Guidelines. After grading has reached below a one-foot depth, the monitoring archaeologist shall periodically spot check excavations after construction activity has ceased for the day to ensure that no previously unknown deeply buried cultural remains are encountered. In the event that prehistoric cultural remains are identified, grading shall be temporarily redirected in this area. The archaeologist shall complete an assessment of the resource's extent and significance pursuant to the City's Cultural Resources Guidelines. If the resource is found to be significant, a Phase 3 Data Recovery Program shall be completed pursuant to the City's Cultural Resources Guidelines. The findings of the archaeological investigations shall be submitted to the City Planning & Environmental Services Department and reviewed and approved prior continuing grading in the area of concern. **Plan Requirements and Timing:** Measure components shall be provided on project grading plans and shall be reviewed and approved by City staff prior to issuance of any LUP for the project for grading.

Monitoring: City staff shall verify conformance with this measure on project building plans (review and approve the archaeological monitoring report) prior to issuance of LUPs and shall verify installation in conformance prior to certificate of occupancy.

Energy

29. The following energy-conserving techniques shall be incorporated into project design unless the applicant demonstrates their infeasibility to the satisfaction of City staff:
- a. Installation of energy-efficient appliances; and
 - b. Installation of energy-efficient lighting.

Plan Requirements and Timing: The applicant shall incorporate the provisions in building and improvement plans or shall submit proof of unfeasibility prior to issuance of any LUP for the project.

Monitoring: Building and Safety shall site inspect to ensure development is in accordance with approved plans prior to occupancy clearance.

30. The applicant shall install exterior motion sensitive light switches. **Plan Requirements:** Type of light switch shall be denoted on building plans. **Timing:** Motion sensitive light switches shall be installed prior to occupancy.

Monitoring: City staff shall inspect prior to occupancy.

31. Landscaping in common areas shall be designed in a manner to shade buildings and vehicle parking areas to lessen demand for air conditioning. **Plan Requirements:** Landscaping plan and summer shade study shall be submitted for review and approval by City staff and the City DRB prior to issuance of any LUP for the project. **Timing:** Landscaping shall be planted prior to occupancy clearance.

Monitoring: City staff shall inspect prior to occupancy.

Geological Processes

32. The applicant shall submit grading and drainage plans that shall include, but not be limited to, the following:
- a. Temporary berms and sedimentation traps shall be installed in association with project grading to minimize erosion of soils into Devereux Creek. The sedimentation basins shall be cleaned after large rain events, and as further directed by City staff, and the silt shall be removed and disposed of in a location approved by Community Services.
 - b. Revegetation or restoration shall be completed, including measures to minimize erosion and to reestablish soil structure and fertility. Revegetation shall include native, fast-growing, vined plants that shall quickly cover drainage features. Local native species shall be emphasized. A landscape revegetation plan shall be included as part of the Grading Plan.
 - c. Graded areas shall be revegetated immediately after completion of installation of utilities with deep-rooted, native, drought-tolerant species, as specified in a landscape restoration plan to minimize slope failure and erosion potential. Geotextile binding fabrics shall be used as necessary to hold soils until vegetation is established.
 - d. Drains shall be designed to cause exiting flow of water to enter sub-parallel downstream (60 degrees or less) to existing Devereux Creek stream flow to avoid eddy currents that would cause opposite bank erosion.
 - e. An energy dissipater or a similar device such as trash racks or baffles shall be installed at the base end of drainpipe outlets to minimize erosion during storm events. Pipes shall be covered to prevent children from entering the storm drain.

- f. Storm drains shall be designed to minimize environmental damage and shall be shown on drainage plans.
- g. With the exception of limited ground disturbance in association with construction of the proposed bridge and adjoining walkway, grading shall be prohibited within 25 feet of the Devereux Creek top-of-bank. Where possible, hand equipment shall be utilized during ground disturbances adjacent to the proposed bridge.
- h. The applicant shall limit excavation and grading to the dry season of the year (i.e., April 15 to November 1) unless a Building & Safety approved erosion control plan is in place and all measures therein are in effect.
- i. Temporary siltation protection devices such as silt fencing, straw bales, and sand bags shall be placed at the base of all cut and fill slopes and soil stockpile areas where potential erosion may occur. City staff shall determine these locations.

Plan Requirements and Timing: Erosion control components shall be listed on the grading plan that shall be reviewed and approved by City staff prior to issuance of any LUP for the project for grading. These measures shall be implemented prior to approval of LUPs for structural development.

Monitoring: City staff shall verify as to plan in the field.

- 33. All grading and earthwork recommendations by Padre Associates (1999) or as subsequently revised and approved by Community Services shall be incorporated into the final project design, including the Final Grading Plan. A Registered Civil Engineer or Certified Engineering Geologist shall supervise all grading activities. These recommendations would include, but not be limited, to the following:
 - a. Within the footprint of proposed buildings and foundations, and extending to a minimum distance of 5 feet beyond the foundation footprint, soils should be overexcavated to a depth of 3 feet below existing grade, or 1 foot below bottom of foundation, whichever is deeper.
 - b. Foundations shall be constructed to compensate for consolidation settlement of 1 inch.
 - c. Where feasible, building areas shall be backfilled with nonplastic, low expansion soils to mitigate the potential effects of expansive soils. If highly expansive soil is placed within the upper 3 feet below buildings, measures recommended in Padre Associates (1999) or as subsequently revised and approved by Community Services, such as providing positive drainage away from slabs, presoaking soils prior to pouring slabs, and using post-tensioned slabs, perimeter moisture barriers, and grade beam foundation systems, shall be completed.

Plan Requirements and Timing: Earthwork components recommended by Padre Associates (1999) or as subsequently revised and approved by Community Services shall be listed on the grading plan to be reviewed and approved by City staff prior to issuance of any LUP for the project. These measures shall be implemented during construction.

Monitoring: City staff shall verify as to plan in the field.

Hazards

34. The applicant shall provide an EMF Disclosure Statement and an EMF Information Package containing a balanced range of EMF educational and information materials to potential buyers of units along the eastern property boundary. **Plan Requirements and Timing:** The applicant shall provide this disclosure and Information Package as part of the project CCRs to the City Attorney and City staff to verify the disclosure and Information Package is fair and adequate. The disclosure shall be reviewed and approved prior to recordation of the Final Map.

Monitoring: City staff shall verify that the disclosure and Information Package has been incorporated into the CCRs prior to sale of homes and that an adequate EMF Information Package has been assembled by the applicant and has been made easily available for review by prospective buyers. City staff shall review and approve the contents of the Package for objectivity, balance, and completeness.

35. The applicant shall request that the California Department of Real Estate insert the following into the final Subdivision Public Report: "The subject property is located near power lines and a power substation. Purchasers should be aware that there is ongoing research on adverse health effects associated with long-term exposure to low-level magnetic fields. Although no causal link is established, there is sufficient evidence to require reasonable safety precautions. The buyer may wish to become informed on the issue before making a decision on a home purchase in this location." **Plan Requirements and Timing:** The applicant shall provide this disclosure request to the California Department of Real Estate for inclusion in the Subdivision Public Report. The disclosure shall be reviewed and approved prior to issuance of any LUP for the project.

Monitoring: City staff shall verify that the California Department of Real Estate Subdivision Public Report contains this disclosure statement or has been requested to do so.

36. The applicant shall underground all utility lines within the project site. **Plan Requirement:** Construction plans for these improvements shall be reviewed and approved by the Community Services Department prior to Coastal Development Permit approval. **Timing:** Improvements shall be implemented prior to occupancy.

Monitoring: City staff shall verify completion as to plan in the field.

37. In the unlikely event that hazardous materials are encountered during grading, excavation shall be temporarily suspended or redirected. The applicant shall prepare and implement a soil remediation plan for these areas. **Plan Requirement and Timing:** The remediation plan shall be reviewed and approved by County Fire PSD prior to continuing excavation. The applicant shall obtain a compliance letter from County Fire PSD prior to continuing grading in the affected area. Approval and implementation of all required specifications shall be completed prior to grading in the affected area.

Monitoring: City staff shall ensure that County Fire PSD inspects remediation activities as to plan in the field.

Noise

38. Noise generating construction activity for site preparation and for future development shall be limited to the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, and no construction shall occur on State holidays (e.g. Christmas, Thanksgiving, Memorial Day, 4th of July, Labor Day). Exceptions to these restrictions may be made in extenuating circumstances (in the event of an emergency, for example) on a case by case basis at the discretion of the Director of Planning & Environmental Services. Non-noise generating construction activities such as interior painting are not subject to these restrictions. Prior to commencement of activities such as pile driving operations, neighbors within the vicinity of the site shall be notified not less than 72 hours in advance of commencement. Said notice shall provide neighbors with the anticipated time and duration of such activities and shall be reissued if there is a substantial change in scheduling. **Plan Requirements:** Two signs stating these restrictions shall be provided by the applicant and posted on site prior to commencement of construction. **Timing:** The signs shall be in place prior to beginning of and throughout all grading and construction activities. Violations may result in suspension of permits.

Monitoring: City staff shall spot check to verify compliance and/or respond to complaints.

39. Stationary construction equipment that generates noise that exceeds 65 dBA at the project boundaries shall be shielded with the most modern and effective noise control devices, i.e., mufflers, lagging, and/or motor enclosures to City staff's satisfaction and shall be located at a minimum of 200 feet from occupied residences and other noise sensitive uses as far as possible from the eastern property line of the project site. All equipment shall be properly maintained to ensure that no additional noise, due to worn or improperly maintained parts, would be generated. **Plan Requirements and Timing:** The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.

Monitoring: City staff shall perform site inspections to ensure compliance.

40. Temporary noise barriers shall be used and relocated as needed to block line-of-sight between project construction equipment and the eastern property boundary (Ellwood Elementary School) and southeastern property boundary (The Bluffs residential development) to reduce effects of construction noise on these sensitive receptors below 65 dBA CNEL. **Plan Requirements and Timing:** The sound walls shall be included on the grading plan, and reviewed and approved by City staff prior to approval of any LUP for the project. The measure shall be implemented during construction.

Monitoring: City staff shall verify as to plan in the field during construction.

41. The project applicants shall notify the sensitive noise receptors in advance of any and all construction activities. The construction manager's (or representative's) telephone number shall also be provided with the notification so that community concerns can be communicated. **Plan Requirements:** This notification clause shall be included on the grading plan, and reviewed and approved by City staff prior to approval of any LUP for the project. **Timing:** The measure shall be implemented prior to and during construction.

Monitoring: City staff shall verify as to plan in the field during construction.

42. The proposed 6-foot high sound wall as measured from finished grade to be constructed along the project's northerly property line shall be extended approximately 50 feet to the west and east beyond along the northwest and northeast property boundaries in City right of way, in order to ensure that 1st floor patios and second story balconies on the northwest and northeast project site corners are properly attenuated. The 6-foot sound wall height shall be measured from finished grade. The sound wall shall be constructed of any masonry or other material, such as wood or earthen berm, with a surface density of at least 4 pounds per square foot. The sound wall shall

present a solid surface and have no openings or cracks. **Plan Requirements and Timing:** The sound wall location, construction material, base elevation and overall height shall be incorporated on building plans and reviewed and approved by a City staff and DRB prior to approval of any LUP for the project.

Monitoring: City staff shall perform plan and site inspection to ensure compliance prior to occupancy clearance.

43. Second story structure windows adjacent to Hollister Avenue shall be double-glazed or incorporated with other suitable noise-attenuating design to reduce interior noise exposure to 45 dBA CNEL or below. **Plan Requirements and Timing:** Noise attenuation design for second-floor window designs for structures adjacent to Hollister Avenue shall be developed by a City-approved acoustic engineer and designated on the building plan. City staff shall review and approve the building plan prior to land use clearance.

Monitoring: City staff shall inspect in the field to ensure compliance prior to occupancy clearance.

Public Services

44. A Waste Reduction and Recycling Plan (WRRP) shall be submitted to the Community Services Department for review and approval. The applicant/property owner shall contract with a City approved hauler to facilitate the recycling of all construction recoverable/recyclable material. Recoverable construction material shall include but not be limited to: asphalt, lumber, concrete, glass, metals, and drywall. Said plan shall indicate how a 50% diversion goal shall be met during construction. **Plan Requirements and Timing:** A copy of the City-approved hauler shall be provided to the City for review and approval by the Community Services Department. Applicant shall submit a WRRP for review and approval by City staff with submittal of LUPs. At the completion of all permitted construction, the owner shall provide the City's Solid Waste Coordinator with a Construction Phase - Final Waste Reduction and Recycling Report. Said report shall designate all materials landfilled and recycled, broken down into material types.

Monitoring: City staff shall review and approve the WRRP prior to issuance of any LUP for the project. The final Construction Phase - Final Waste Reduction and Recycling Report shall be approved by the Community Services Department prior to certificate of occupancy.

45. The applicant/permittee and all future residents shall develop and implement a Waste Reduction and Recycling Plan (WRRP), including designated storage areas for recyclable materials, provision of recycling bins at the construction site, separation of construction materials, and composting of lawn clippings and other landscape materials. **Plan Requirements and Timing:** Applicant shall submit a WRRP for review and approval by City staff with submittal of LUPs.

Monitoring: City staff shall review and approve the WRRP prior to approval of any LUP for the project.

46. The applicant shall notify the Goleta Union School District and Santa Barbara High School District of the expected buildout date of the project to allow the Districts to plan in advance for new students. **Plan Requirements and Timing:** A copy of the notice shall be sent to the City of Goleta prior to map recordation.

Monitoring: City staff shall receive acknowledgement of receipt of the notification from the Goleta Union School District and Santa Barbara High School District prior to map recordation.

47. A Can and Will Serve (CAWS) letter from GWSD shall be provided indicating that adequate water treatment capacity is available to serve the project upon demand and without exception (or equivalent guarantee). Based on the final construction drawings, the applicant shall pay the following fees as determined by GWSD: (i) sewer connection fees; and (ii) mitigation fees to offset the difference between allocated capacity to the site and projected volumes attributable to the proposed project, if any. **Plan Requirements and Timing:** A CAWS shall be forwarded to the City of Goleta prior to map recordation.

Monitoring: A connection permit issued by GWSD, along with evidence that sewer connection and mitigation fees have been paid, shall be submitted to the City for the project. City staff shall withhold occupancy until all necessary permanent or temporary measures have been taken to accommodate effluent from the project to the satisfaction of GWSD.

48. A Can and Will Serve (CAWS) letter from Goleta Water District (GWD) shall be provided indicating that adequate domestic water capacity is available to serve the project upon demand and without exception (or equivalent guarantee). Based on the final construction drawings, the applicant shall pay the following fees as determined by GWD: (i) water connection fees; and (ii) mitigation fees to offset the difference between allocated capacity to the site and projected volumes attributable to the proposed project, if any. **Plan**

Requirements and Timing: Applicant shall provide proof of adequate water supplies consistent with the above requirements prior to map recordation.

Monitoring: A CAWS, with firm reservation of water availability for the project from the GWD shall be submitted to the City prior to map recordation.

Recreation

49. Should the Cathedral Oaks Overpass improvements not be completed, the applicant shall provide for a pedestrian controlled signalized crosswalk at the corner of Hollister Avenue and Las Armas Road to provide a safe pedestrian crossing to the adjacent City-owned Sperling Preserve. **Plan Requirements:** Construction plans for this improvement shall be reviewed and approved by City staff with submittal of LUPs. **Timing:** Improvements shall be implemented prior to occupancy, if required.

Monitoring: Community Services shall verify implementation of improvements pursuant to approved plans.

50. Recreational facilities such as play structures shall be developed within common open space areas. **Plan Requirements:** Design of the facilities shall be submitted for review and approval by City staff. Provisions for maintenance shall be discussed in the project CC&R's to be reviewed and approved by the City staff. **Timing:** Plans shall be submitted prior to LUP approval. Recreational facilities shall be installed prior to occupancy clearance.

Monitoring: City staff shall review plans prior to issuance of any LUP for the project.

Transportation/Circulation

51. The applicant shall prepare a Construction Transportation Plan that designates heavy equipment routes, schedules, and the need for any special flag persons to direct traffic during peak volume periods, with special attention to Ellwood School drop-off and pick-up activity. **Plan Requirements and Timing:** The Construction Transportation Plan shall be reviewed and approved by City staff prior to issuance of any LUP for the project.

Monitoring: City staff shall monitor during construction for compliance with the approved plan.

52. The project applicant shall pay impact mitigation fees toward the Goleta Transportation Improvement Program (GTIP) except where otherwise specified in the approved Final Development Agreement between the

applicant and the City of Goleta. **Plan Requirements and Timing:** The applicant shall pay GTIP fees in the amount, time and manner prescribed by Ordinance or Resolution of the City of Goleta.

Monitoring: City staff shall verify compliance with this mitigation measure prior to issuance of any LUP for the project.

53. Owner shall submit to the Community Services Department two copies of separate public improvement plans prepared by a registered civil engineer for review and approval by the City Engineer. This plan may be incorporated into the Building Plan set, with additional public improvement plan sheets provided unbound. The PIP shall include but not be limited to:

Las Armas Road Public Improvements:

- a) Full width improvements with sidewalk, parkway, curb, gutter, street lights and asphalt paving on base for a 60-foot right of way.
- b) Installation of city street tree(s) and other approved landscaping within the public right of way (parkway). Type and location of city street tree(s) and planting(s) shall be as approved by the City Engineer.
- c) Slurry seal the street except for new paving areas.
- d) An approved terminus to the end of the street to the satisfaction of the City Engineer and the Fire Department.
- e) The developer may request an Agreement for Reimbursement for the improvements on the easterly half of Las Armas Road. The estimated reimbursement costs shall be reviewed and approved by the City Engineer prior to the execution of the Reimbursement Agreement.

Hollister Avenue Public Improvements:

- f) Provide full width improvements with sidewalk, parkway, street lights, curb, gutter, and asphalt paving on base for northerly side of Hollister Avenue.
- g) Installation of city street tree(s) and other approved landscaping within the public right of way (parkway). Type and location of city street tree(s) and planting(s) shall be as approved by the City Engineer.
- h) Slurry seal at a minimum to the centerline of the street along entire subject property frontage and a minimum of fifty feet (50') beyond the limits of all trenching and new street striping in the roadway.

- i) Install pavement traffic striping as determined by the City Engineer to facilitate ingress/egress from the westerly driveway on Hollister Avenue and to and from Las Armas Road.

Plan Requirements and Timing: The project public improvement plans shall be reviewed and approved by the City's Community Services Department prior to map recordation. Reproducible Record Drawings and an electronic signed copy of the Record Drawings for the revised street striping and public improvements (i.e., sidewalk, curb cut, drainage/bio filter, etc.) on Hollister Avenue and Las Armas Road shall be reviewed and approved by the City's Community Services Department prior to certificate of occupancy.

Monitoring: Community Services Department shall verify submittal of final plans in compliance with public improvement plans. City staff shall inspect and approve the completed street improvements prior to any occupancy clearance.

- 54. The applicant shall provide a signed Agreement for Public Improvements, and an Engineer's Estimate, signed and stamped by a registered civil engineer and approved by the City Engineer. The applicant shall be required to post securities for construction of improvements prior to execution of the Agreement. Securities shall be submitted at 100% of the engineer's estimate for the performance of the work and 100% of the engineer's estimate for labor and materials. **Plan Requirements and Timing:** The Agreement for Public Improvements shall be reviewed and approved by the City's Community Services Department prior to map recordation.

Monitoring: Community Services Department shall verify compliance with the requirement for submittal of Agreement for Public Improvements.

- 55. The applicant shall repair any damaged public improvements (curbs, gutters, sidewalks, etc.) in the vicinity of the project site caused by construction. **Plan Requirement and Timing:** The Community Services Department shall review and approve public improvements in the vicinity of the project site prior to certificate of occupancy.

Monitoring: The Community Services Department shall inspect the project vicinity for any needed repairs prior to any occupancy clearance.

- 56. The street system shall be reviewed and approved by the Santa Barbara County Fire Department and designed to provide adequate access and circulation for emergency vehicles. **Plan Requirement and Timing:** Review by the Santa Barbara County Fire Department shall be verified by the Planning & Environmental Services and Community Services Department prior to issuance of any LUP for the project.

Monitoring: Community Services Department shall verify implementation of improvements pursuant to approved plans.

Water Resources

57. Outdoor water use shall be limited through the following measures: (i) landscaping shall be primarily with native and/or drought tolerant species; (ii) drip irrigation or other water-conserving methods shall be used; (iii) plant material shall be grouped by water needs; (iv) extensive mulching shall be used to improve water holding capacity of the soil by reducing evaporation and soil compaction; (v) soil moisture sensing devices shall be installed to prevent un-necessary irrigation; and reclaimed water shall be used for all common area exterior landscaping as feasible. Indoor water use shall be limited through the following measures: (i) all hot water lines shall be insulated; (ii) recirculating, point-of-use, on-demand or other energy efficient water heaters shall be installed; (iii) water efficient clothes washers and dishwashers shall be installed; and (iv) lavatories and drinking fountains shall be equipped with self-closing valves. **Plan Requirements and Timing:** The outdoor water conserving measures shall be incorporated into the final landscape plan that is submitted for review and approval by DRB. Documentation shall be provided verifying the efforts made to procure reclaimed water for irrigation purposes. If available, irrigation plans shall identify the necessary fixtures and separate plumbing systems to allow for this use. The indoor water-conserving measures shall be graphically depicted on building plans and approved prior to issuance of any LUP for the project.

Monitoring: City staff shall inspect and verify installation of all water conserving measures prior to occupancy clearance.

58. Applicant shall submit final drainage and grading plans with a final hydrology report for review and approval by Community Services and Building staff. The plan shall incorporate appropriate Best Management Practices to minimize storm water impacts to the maximum extent feasible in accordance with the City's Storm Water Management Plan. The plans shall include but not be limited to bio-swales, permeable paving, on site detention, fossil filters and other operational features. The plans shall also include an erosion control plan for review and approval by Community Services staff prior to the issuance of any LUP for the project. After installation of any drainage improvements or erosion control measures, the applicant shall be responsible for on-going maintenance of all improvements in accordance with the manufacturer's specifications or the approved plans. **Plan Requirements and Timing:** Design details of the bioswales and other operational features shall be submitted to DRB and City staff for review and approval prior to issuance of any LUP for the project. Erosion control and

sediment discharge measures shall be specified on a separate sheet attached to the grading and building plans. These measures shall be implemented during and after project construction, as appropriate after installation, the applicant shall be responsible for on-going maintenance of all on-site storm water pollution control devices in accordance with the manufacturer's specifications.

Monitoring: City staff shall perform periodic site inspections to verify compliance as well as contact the designated monitor as necessary to ensure compliance with maintenance requirements.

59. A pesticide, herbicide and fertilizer maintenance plan shall be prepared that minimizes their use, particularly during the rainy season. Biodegradable pesticides and herbicides shall be maximized. Grasses not generally susceptible to pest disease shall be planted in turf areas. **Plan Requirement and Timing:** The landscape plan shall include this maintenance plan component, which shall be reviewed and approved by DRB and City staff prior to issuance of LUPs.

Monitoring: City staff shall periodically inspect and verify compliance with the approved maintenance plan.

60. To ensure adequate design and sizing of drainage conveyance infrastructure (drop inlets, outlet pipes, connections to existing infrastructure, flood water retention areas, etc.) and positive drainage from north of the project site southward through Devereux Creek, final grading and drainage plans shall be reviewed and approved by Community Services staff prior to Land Use Permits to prevent on- and off-site flooding (in particular, to accommodate drainage from the UPRR culvert north of the project site) and to ensure compliance with the Stormwater Management Program. **Plan Requirements and Timing:** Detailed final grading and drainage plans shall be submitted to Community Services and City staff for review and approval prior to issuance of any LUP for the project. After installation, the applicant shall be responsible for on-going maintenance of on-site drainage infrastructure.

Monitoring: City staff shall review plans to ensure appropriate grading and drainage design prior to issuance of LUPs and shall perform periodic site inspections to verify installation according to approved grading and drainage plan as well to verify on-going maintenance.

61. Dog waste pollution shall be minimized in the vicinity of Devereux Creek. Mutt-mitt dispensers shall be installed on both sides of the creek. **Plan Requirement and Timing:** The location of Mutt-mitt dispensers shall be included on the landscaping plan, which shall be reviewed and approved by DRB and City staff prior to issuance of LUPs.

Monitoring: City staff shall periodically inspect and verify compliance with the approved landscaping plan.

PROJECT SPECIFIC CONDITIONS

62. Five (5) studios (equal to 5 percent of all units) at moderate-income levels (80 to 120 percent of median) and five (5) one-bedroom (equal to 5 percent of all units) at above moderate-income levels (120 to 200 percent of the median) shall be provided.
63. Required affordable units shall remain affordable for 55 (fifty-five) years and the compliance term shall restart with each subsequent sale of an affordable unit unless preempted by state or federal programs. The applicant shall enter into and record an Agreement to Provide Affordable Housing and shall record a Resale Restrictive Covenant and Preemptive Right. Both documents shall be subject to review and approval by the City of Goleta and City Attorney prior to recordation of the vesting tentative map. These documents shall specify affordability consistent with the terms described above and shall include provisions describing marketing and lottery requirements for the initial sale of units. Income eligibility of prospective purchasers/renters shall be determined by the City of Goleta or its designee at applicant's expense. An intent to reside statement shall be required for potential owners of the affordable units.
64. Construction of the affordable units shall be concurrent with the construction of the market rate units. Occupancy clearance for no more than 50% of the market rate units shall be allowed prior to occupancy clearance for all of the affordable units. **Implementation and Timing:** Prior to land use permit approval, this requirement shall be included in the Agreement to Provide Affordable Housing and shall be printed on all grading and building plans.

Monitoring: Staff shall ensure compliance during construction.

65. Prior to land use permit approval, developer shall submit a plan for marketing the affordable units and selecting and qualifying the buyers, subject to review and approval by the Planning and Environmental Services Department and the City Attorney.
66. Prior to map recordation, developer shall pay the affordable housing in-lieu fee for the equivalent of 10 affordable units. The amount of the fee shall be \$80,645.00 per affordable unit required, with the total fee calculated as \$806,450.00 (10 units multiplied by \$80,645.00).
67. Developer shall provide written notice to all purchasers of lots or homes within the subdivision of the location and zoning for the affordable housing.

The disclosure shall explicitly note that the housing may be developed for moderate and above moderate income residents. Wording is subject to review and approval by the City of Goleta as part of the required CC&Rs.

68. All drainage control facilities as noted in the Project Description and shown on Sheet 3 of 4 and Details and Cross Sections Sheet 4 of 4 of the civil engineering plans for the Vesting Tentative Tract Map and Development Plan dated August 18, 2008 shall be maintained for the life of the project by the applicant and/or operator. **Plan Requirements:** Maintenance of all drainage facilities for two (2) years from occupancy clearance of the last building shall be ensured through a performance security provided by the applicant. **Timing:** All drainage control facilities shall be installed (landscaped and irrigated subject to City inspection and approval) prior to approval of the first Land Use Permit for a building. The performance security shall be released upon expiration of the two (2) year period provided such facilities have been installed per plans and maintained in good working order.

Monitoring: City staff shall verify installation of all drainage improvements and posting of the required maintenance security prior to approval of the first Land Use Permit for a residential building. City staff shall field inspect to verify adequate drainage system maintenance by the applicant/Homeowners Association in perpetuity.

69. The project landscaping shall be installed per the DRB-approved landscape plan and maintained for the life of the project. **Plan Requirements and Timing:** Prior to approval of a Land Use Permit for general site grading and utility improvements, the applicant shall enter into an agreement with the City to install landscaping and water-conserving irrigation systems per the DRB approved final landscape plan. In addition, the applicant shall enter into a separate agreement for the maintenance of required landscaping for the life of the project and post a performance security for such maintenance for a period of not less than five (5) years from release of the installation security. Prior to occupancy clearance for the first residential building, installation of all street frontage right-of-way and public trail easement landscaping shall be completed. Installation of landscaping for each individual structure (outside of any sidewalk landscaping, landscaping within any public right-of-way, or public trail easement) shall be completed prior to any occupancy clearance for that structure. The performance security shall be released upon expiration of the five (5) year period provided such landscaping has been installed in accordance with the approved project plans and maintained in accordance with these Conditions.

Monitoring: City staff shall verify compliance with requirements for landscaping installation and maintenance, including posting of the required bonds, prior to approval of a Land Use Permit for general site grading and

utility improvements. City staff shall verify landscape/ irrigation system installation per the DRB approved final landscape plan prior to occupancy clearance. City staff shall photo document installation and check maintenance as needed. Release of any performance security requires City staff signoff.

70. Sufficient bicycle parking areas/spaces shall be shown on final plans. Bicycle racks shall be the "Inverted U" type in compliance with the SBCAG Traffic Solutions recommended bicycle rack.

RECORDATION CONDITIONS

71. The vesting tentative tract map approval shall take effect as of the date of final action by the City Council.
72. The vesting tentative map shall expire three (3) years after approval or conditional approval by the final decision maker unless otherwise provided in the Subdivision Map Act, Government Code § 66452.6, or as otherwise specified in the Development Agreement.
73. Prior to recordation of the proposed Tract Map and subject to City approval as to form and content, the applicant shall include all of the mitigation measures, conditions, agreements and specific plans associated with or required by this project approval on a separate informational sheet to be recorded with the final map(s). All applicable conditions and mitigation measures for the project shall be printed on grading and/or building plans and shall be graphically illustrated where feasible. For any subsequent development on any tracts created by the project, each set of plans accompanying a Land Use Permit shall contain these conditions.
74. If the proposed Tract Map is substantially revised from the approved tentative map, or if substantial changes to conditions are sought, approval shall be in the same manner as for the originally approved tentative map. Non-substantial changes may be approved by the Director of Planning and Environmental Services. If the development plan is altered, approval shall be in the manner required by ordinance
75. Five (5) copies of the proposed Tract Map and required review fees in effect at the time shall be submitted to Planning and Environmental Services/Community Services for compliance review of conditions before Planning and Environmental Services will issue map clearance to the Surveyor.
76. If prior to City action on the proposed Tract Map, the water or sewer entities in which the proposed subdivision is located declares its inability to permit new water or sewer connections and has so notified the City or is operating

under a connection ban by the California Water Quality Control Board Central Coast Region, the subdivider shall submit to the City an "exemption letter" from the appropriate water or sewer entity stating that the lots in the subdivision have been granted or qualify for an exemption from the entity's or Water Board's prohibition on new service connections, subject to the rules, regulations, resolutions, and ordinances of the entity under which the exemption was granted.

77. Prior to recordation of the proposed Tract Map, public utility easements shall be provided at the locations and of widths required by the serving utilities. The subdivider shall submit to the City a set of prints of the Tract Map accompanied by a letter from each utility and water and sewer district serving the property stating that the easements shown thereon are acceptable pursuant to Section 21-30, Chapter 21 of the Goleta Municipal Code.
78. Prior to recordation of the proposed Tract Map, the owner shall sign and record an agreement to comply with the project description and all conditions of approval.
79. Pursuant to Section 66441 of the State Subdivision Map Act the tract map shall be based upon a field survey made in conformity with the Professional Land Surveyors Act. Property lines shall be monumented in accordance with Section 21-16 of said City Code.
80. No permit for development, including grading, shall be issued prior to recordation of the Tract Map. Grading associated with any permit for site remediation would not be subject to this restriction.
81. The vesting tentative tract map approval runs with the land and the rights and obligations thereof, including the responsibility to comply with conditions of approval, and shall be binding upon successors in interest in the real property unless or until such permits are expressly abandoned.

DEVELOPMENT PLAN CONDITIONS

82. Approval of the Final Development Plan shall expire five (5) years after approval, except as otherwise specified in the Development Agreement, unless prior to the expiration date, substantial physical construction has been completed on the Development Plan or a Time Extension has been applied for by the applicant. The decision maker with jurisdiction over the request, may upon good cause shown, grant a time extension for one year.
83. No permits for development, including grading, shall be issued except in conformance with an approved Final Development Plan. The size, shape, arrangement, use, and location of buildings, walkways, parking areas,

drainage facilities, and landscaped areas shall be developed in substantial conformity with the approved exhibit maps. Substantial conformity shall be determined by the Director of Planning and Environmental Services.

84. The Final Development Plan approval runs with the land and the rights and obligations thereof, including responsibility to comply with conditions of approval shall be binding upon successors in interest in the real property unless or until such permits are expressly abandoned.
85. On the date a subsequent Preliminary or Final Development Plan is approved for this site, any previously approved but unbuilt plans shall become null and void.
86. Revised plans and building elevations incorporating all conditions of approval for this project shall be coordinated and submitted to Planning & Environmental Services as one package in accordance with plan check requirements. All plans, including site, grading, landscape, irrigation, mechanical, and street improvement plans shall be reviewed for condition compliance prior to issuance of any permits such as grading, building, or encroachment permits. 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 such changes are deemed in substantial conformity, shall not be made without prior City approval.

GENERAL CONDITIONS

87. If the applicant requests a time extension beyond the term of the approved Development Agreement or beyond the scope of said Development Agreement, the project may be revised to include updated language to standard conditions and/or mitigation measures and additional conditions and/or mitigation measures which reflect changed circumstances or additional identified project impacts. Mitigation fees shall be those in effect at the time of required fee payment.
88. The applicant shall obtain preliminary and final DRB approval for the proposed project prior to Land Use Permit issuance.
89. All plans submitted for Land Use Permit issuance, building, and/or grading permit shall include all applicable conditions of project approval.
90. Prior to land use permit approval for each phase of development, preparation of a Monitoring and Compliance Program (MCP) shall be funded by the applicant and submitted to the City of Goleta for review and approval. The MCP shall at minimum include the following:

- a. All conditions imposed on this project and the impact areas they are mitigating by subject area. A plan for coordination and implementation of all conditions and the plans and programs required therein.
 - b. The MCP preparer and contractor shall be selected by the City of Goleta. These individuals shall be under contract and responsible to the City of Goleta. All costs shall be funded by the applicant. Planning and Environmental Services shall oversee the MCP.
 - c. In addition to funding the MCP, the Developer shall pay Permit Compliance fees prior to approval of a Land Use Permit for grading/installation of tract improvements.
 - d. The decision of the Director shall be final in the event of any dispute.
91. Before using any land or structure, or commencing any work pertaining to the erection, moving, alteration, demolition, enlarging, or rebuilding of any building, structure, or improvement, the applicant shall obtain a Land Use Permit from the City of Goleta. These permits are required by ordinance and are necessary to ensure implementation of the conditions imposed on the project by the City. Before any permit may be issued by the City of Goleta, the applicant shall obtain written clearance for each development phase from all Departments/Agencies having conditions or project approval. Such clearance shall indicate that the applicant has satisfied all pre-construction conditions. A form for such clearance is available from Planning & Environmental Services.
- Land Use Permit for grading and installation of site improvements, and for the Final Development Plan for the condominiums (07-102-DP).
 - Land Use Permit to record the Map.
92. The applicant shall pay all applicable development impact fees under the City of Goleta Development Impact Fee program in full except where otherwise specified in the approved Final Development Agreement between the applicant and the City of Goleta. Payment amounts are estimated below, and shall be based on the fees in effect and applicable at time of required payment:

Quimby/Park	\$9,509/unit for 101 units (\$960,409)	Due at Map Recordation
Transportation	\$13,509/unit* for 6 SFR units (\$81,054) \$7,222/unit* for 95 Condominium units (\$686,090)	Due at Map Recordation
Fire Protection	\$0.20/SF for 138,061 SF (\$276,122)	Due at Final Inspection
Library	\$384/unit for 101 units (\$38,784)	Due at Final Inspection
Public Admin	\$1,705/unit for 101 units (\$172,205)	Due at Final Inspection
Sheriff	\$439/unit for 101 units (\$44,339)	Due at Final Inspection

* Actual fee amount paid for each building shall be indexed to the most recent monthly Engineering News Record Construction Cost Index for the Los Angeles area.

A GTIP Fee credit for the portion of improvements on the northerly side of Hollister Avenue for the construction of curb, gutter, street lights and sidewalk shall be provided to the Development. All costs for the improvements subject to the GTIP Fee credit shall be reviewed and approved by the City Engineer prior to the issuance of a contract with the Developer's Contractor for construction of the improvements.

93. The applicant shall pay the statutory school fees in effect at the time of issuance of each building permit to the appropriate school districts and/or shall mitigate school impacts by other measures consistent with State law. The applicant shall submit final square footage calculations and a copy of the fee payment to the school districts prior to issuance of each building permit. The City of Goleta shall ensure payment prior to issuance of building permits.

94. All work within the public right-of-way, including but not limited to utilities and grading, shall be explicitly noted on the building plans. The applicant shall obtain all necessary encroachment permits from the City of Goleta Community Services Department prior to issuance of building permits for all work and construction that encroach within or over the public right-of-way, including, but not limited to, water meters, backflow devices, signs, and curb/gutter/sidewalk improvements.
95. Prior to the start of any work on-site, the applicant shall request and attend a preconstruction meeting that includes monitor(s), project superintendent, architect, subcontractors, as well as City representatives including Planning and Environmental Services and Community Services.
96. Any temporary building, trailer, commercial coach, etc. installed or used in connection with construction of this project shall comply with the requirements of Section 35-132.2, Article II of the City's Municipal Code.
97. All trees planted or preserved in accordance with this approval shall be maintained according to the latest adopted American National Standard Institute (ANSI) guidelines for tree care, generally referred to as ANSI A300 (various parts), and the companion publications "Best Management Practices" published by the International Society of Arboriculture (ISA). Any pruning of trees, other than light pruning of no more than 25 percent (25%) of the foliage within any one growing season, requires review and approval of the City of Goleta prior to commencement of the work.
98. The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements herein in the City of Goleta Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City.
99. When exhibits and/or written conditions of approval are in conflict, the written conditions shall prevail.
100. Compliance with Department/Agency Letters:
 - a. Community Services Department, letter dated February 25, 2009.
 - b. County of Santa Barbara Fire Department, letter dated April 23, 2008.
 - c. Goleta West Sanitary District, letter dated September 4, 2007.
 - d. Metropolitan Transit District, letter dated March 18, 2008.
 - e. SB County Air Pollution Control District, letter dated March 13, 2009.
 - f. Goleta Water District, letter dated February 14, 2008.
101. No new signs are authorized with this permit. All signs require separate permits and shall comply with, Article I, Chapter 35 of the City of Goleta

Municipal Code (Sign Regulations) and with setbacks specified in Article II, Chapter 35 of the Municipal Code (Coastal Zoning Ordinance).

102. The applicant shall be responsible for the completeness and accuracy of all forms and supporting materials submitted in connection with any application. Any errors or discrepancies found therein may constitute grounds for the revocation of any approvals.
103. The developer agrees, as a condition of this approval, at the developer's own expense, to indemnify, defend, and hold harmless the City and its agents, officers, and employees from and against any claim, action, or proceeding to attack, review, set aside, void or annul, in whole or in part, the City's approval of the vesting tentative map and development plan or any condition attached thereto or any proceedings, acts, or determinations taken, done or made prior to the approval that were part of the approval process.
104. In the event that any condition imposing a fee, exaction, dedication or other mitigation measure is challenged by the project sponsors in an action filed in a court of law or threatened to be filed therein, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any condition is invalidated by a court of law, the entire project shall be reviewed by the City and no approval shall be issued unless substitute feasible mitigation measures are imposed.