CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COASTAL CONIN SOUTH CENTRAL COASTAL CONIN 89 SOUTH CALIFORNIA ST., SUITE 200 VENTURA, CA 93001 (805) 585-1800 Th8b



ADDENDUM

- DATE: November 17, 2010
- **TO:** Commissioners and Interested Parties
- FROM: South Central Coast District Staff
- **SUBJECT:** Agenda Item Th8b, Application No. 4-09-038 (Oly Chadmar/Haskell's Landing), Thursday, November 18, 2010

The purpose of this addendum is to clarify and modify special conditions and findings, attach exparte communication disclosure forms, attach and respond to public comment letters. Twenty two public comment letters have been received in support of the project and one public comment letter was received that raised concerns about the project.

Note: Strikethrough indicates text to be deleted from the November 4, 2010 staff report and <u>underline</u> indicates text to be added to the November 4, 2010 staff report.

1.) Special Condition 8 on Page 13 of the report shall be modified as follows:

8. Construction Monitoring

The permittee shall retain the services of a qualified biologist or environmental resources specialist with appropriate qualifications acceptable to the Executive Director to serve as the biological monitor. The permittee shall provide the biological monitor's qualifications for the review and approval of the Executive Director at least thirty calendar days prior to commencement of project activities. The biological monitor shall be present during grading, excavation, tree removal, and restoration efforts. demolition, and all construction activities. The permittee shall cease work should any sensitive species be identified anywhere within the construction area, if a breach in permit compliance occurs, if work outside the scope of the permit occurs, or if any unforeseen sensitive habitat issues arise. In such event, the biological monitor(s) shall direct the permittee to shall cease work and shall immediately notify the Executive Director. Project activities shall resume only upon written approval of the Executive Director. If significant impacts or damage occur to wetlands or sensitive species, the permittee shall be required to submit a revised, or supplemental program to adequately mitigate such impacts. The revised, or supplemental, program shall be processed as an amendment to this coastal development permit.

2.) The following change shall be made to page 45, 1st full paragraph, of the November 4, 2010 staff report:

The proximity of wetlands and potential nesting areas, as well as the extensive nature of the project, may result in impacts to sensitive biological resources in the project vicinity

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unless adequately monitored. Therefore, **Special Condition Eight (8)** requires the applicant to retain a qualified biologist or environmental resource specialist to be present during construction. The biological monitor shall be present during grading, excavation, <u>tree removal</u>, and restoration efforts. <u>demolition</u>, and all construction activities.

3.) The following special condition shall be added to page 26 of the November 4, 2010 staff report and recommendation:

20. Assumption of Risk, Waiver of Liability and Indemnity

By acceptance of this permit, the applicant acknowledges and agrees (i) that the site may be subject to hazards from flooding and erosion; (ii) to assume the risks to the applicant and the property that is the subject of this permit of injury and damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards; and (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards.

4.) The following paragraph shall be added after the 1st full paragraph on page 37 of the November 4, 2010 staff report:

The proposed project is located in an area subject to potential for damage or destruction from natural hazards, including erosion and flooding. If the applicant nevertheless chooses to proceed with the project, the Commission requires the applicant to assume the liability from these associated risks. Through the assumption of risk condition, **Special Condition Twenty (20)**, the applicant acknowledges the nature of the geologic hazards that exist on the site and that may affect the safety of the proposed development.

5.) The following changes shall be made to the November 4, 2010 staff report:

- Summary of Staff Recommendation on Page 1 of the staff report

Staff recommends APPROVAL of the proposed project with nineteen (19) twenty (20) special conditions regarding: (1)Revised Project and Project Plans, (2) Revised Development Agreement/Development Agreement Amendment, (3) Plans Conforming to Engineer's Recommendations (4) Assumption of Risk, (5) CC&Rs, (6) Eucalyptus Tree Removal and Planting Plan, (7) Construction Timing and Sensitive Bird Surveys, (8) Construction Monitoring, (9) Final Revegetation/Habitat Restoration Plan, (10) Final Landscape Plans, (11) Permanent Drainage and Polluted Runoff Control Plans, (12) Interim Erosion Control Plans and Construction Responsibilities, (13) Fuel Modification, (14) Lighting, (15) Structural Appearance, (16) Open Space Conservation Easement, (17) Herbicide Use, (18) Agency Approvals, (19) Future Development Restriction-, and (20) Assumption of Risk, Waiver of Liability, and Indemnity.

-Section G. on Page 55 of the November 4, 2010 staff report

Special Conditions 1 through 19 20

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6.) The following changes shall be made to the following sections of the November 4, 2010 staff report that describe the project:

-Page 1

The proposed project includes: (1) subdivision of a single, 14.46-acre lot for condominium purposes to provide for 101 residential units, associated infrastructure, and common open space, (2) construction of a 101-unit residential condominium project totaling 139,469 sq. ft. of building coverage, 215,547 sq. ft. of building area, 95,628 sq. ft. of streets, sidewalks, driveways, parking areas, and other hardscape areas, attached garages, decks, courtyards, utilities, a six foot high retaining/soundwall adjacent to the railroad tracks, phased removal of approximately 200 287 non-native/invasive eucalyptus trees (168 eucalyptus trees with a DBH of 6 inches or larger) and 8 cypress trees, removal of non-native plants and revegetation of Devereux Creek,...

-Page 27

The proposed project includes: (1) subdivision of a single, 14.46 acre parcel for condominium purposes to provide for 101 residential units, associated infrastructure, and common open space, (2) construction of a 101-unit residential condominium project totaling 139,469 sq. ft. of building coverage, 95,628 sq. ft. of streets, sidewalks, driveways, parking areas, and other hardscape areas, attached garages, decks, courtyards, utilities, a six foot high retaining/soundwall adjacent to the railroad tracks, removal of <u>2</u>87 eucalyptus trees (<u>168 eucalyptus trees with a DBH of 6 inches or larger</u>) and 8 cypress trees, removal of non-native plants and revegetation of Devereux Creek,...

-Page 29

Additionally, the applicant proposes to remove approximately 200 287 invasive eucalyptus trees and plant Coast live oak (Quercus agrifolia) and California sycamore (*Platanus racemosa*).

-Page 33 (last paragraph)

As stated previously, the applicants are proposing the subdivision of a single 14.46 acre parcel for condominium purposes to provide for 101 residential units, associated infrastructure, and common open space, (2) construction of a 101-unit residential condominium project totaling 139,469 sq. ft. of building coverage, 215,547 sq. ft. of building area, 95,628 sq. ft. of streets, sidewalks, driveways, parking areas, and other hardscape areas, attached garages, decks, courtyards, utilities, a six foot high retaining/soundwall adjacent to the railroad tracks, phased removal of approximately 200 287 non-native/invasive eucalyptus trees and 8 cypress trees, removal of non-native plants and revegetation of Devereux Creek, ...

Additionally, the proposed project would result in the removal of approximately 200 287 eucalyptus trees and 8 cypress trees mostly along southern portion of the property adjacent to Hollister Avenue...

-Page 46

As stated previously, the proposed project includes: (1) subdivision of a single, 14.46-acre lot for condominium purposes to provide for 101 residential units, associated infrastructure, and common open space, (2) construction of a 101-unit residential condominium project totaling 139,469 sq. ft. of building coverage, 215,547 sq. ft. of building area, 95,628 sq. ft. of streets, sidewalks, driveways, parking areas, and other

hardscape areas, attached garages, decks, courtyards, utilities, a six foot high retaining/soundwall adjacent to the railroad tracks, phased removal of approximately 200 287 non-native/invasive eucalyptus trees and 8 cypress trees, removal of non-native plants and revegetation of Devereux Creek...

-Page 49

As stated previously, the proposed project includes: (1) subdivision of a single, 14.46-acre lot for condominium purposes to provide for 101 residential units, associated infrastructure, and common open space, (2) construction of a 101-unit residential condominium project totaling 139,469 sq. ft. of building coverage, 215,547 sq. ft. of building area, 95,628 sq. ft. of streets, sidewalks, driveways, parking areas, and other hardscape areas, attached garages, decks, courtyards, utilities, a six foot high retaining/soundwall adjacent to the railroad tracks, phased removal of approximately-200 287 eucalyptus trees and 8 cypress trees, removal of non-native plants and revegetation of Devereux Creek...

7.) The following change shall be made to Special Condition 6 on page 11 of the November 4, 2010 staff report:

6. Eucalyptus Tree Removal and Planting Plan

A. Prior to issuance of the coastal development permit, the permittee shall submit a revised final tree removal and planting plan, for review and approval by the Executive Director, which incorporates the following measures:

(1) Prior to tree removal, the applicant shall conduct pre-construction bird surveys, according to **Special Condition** <u>Seven (7)</u> Eight (8), herein;

•••

8.) The following corrections shall be made to Special Condition 16 on page 24 of the November 4, 2010 staff report:

16. Open Space Conservation Easement

•••

B. **Prior to issuance of the Coastal Development Permit**, the applicant shall execute and record a document in a form and content acceptable to the Executive Director, granting to the City of Goleta, <u>or another public entity or private association acceptable to the Executive Director</u>, on behalf of the people of the State of California an open space conservation easement over the "open space conservation easement area" described above, for the purpose of habitat protection. The recorded easement document shall include a formal legal description of the entire property; and a metes and bounds legal description and graphic depiction, prepared by a licensed surveyor, of the open space conservation easement area, as generally shown on **Exhibit 29**. The recorded document shall reflect that no development shall occur within the open space conservation easement area of the that no development shall occur within the open space conservation easement area of the state of prior liens and encumbrances (other than existing easements for roads, trails, and utilities) which the Executive Director determines may

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affect the interest being conveyed, and shall run with the land in favor of the City<u>or other</u> <u>public entity or private association acceptable to the Executive Director MRCA</u> on behalf of the people of the State of California, binding all successors and assigns.

9.) The following additions shall be made to Page 41 (last paragraph) of the November 4, 2010 staff report:

Therefore, the Commission finds that preserving and maintaining foraging habitat on the subject site is important to prevent a cumulative loss of foraging area and finds that **Special Condition Sixteen (16)**, requiring an Open Space Conservation Easement, is necessary to assure the continued availability of open space habitat, including native grassland, which provides foraging habitat for raptors and sensitive avian species. Further, the Commission finds that **Special Condition One (1)**, revised plans, is necessary in order to preserve raptor foraging area on the site and minimize development area that could serve as habitat. Special Condition One (1) requires the tot lot/children's play area (currently proposed to be located on the western side of Devereux Creek) to be removed from the plans and to be replaced with a single pedestrian walkway, and requires that area to be planted with native species and included within the open space conservation easement area.

10.) A public comment letter was received from Ingeborg Cox, M.D., on November 15, 2010, raising several concerns about the project. The comments include concerns regarding potential butterfly habitat on the site and the relationship of nearby butterfly aggregations sites at the Ellwood complex. In response, the site has been surveyed for the past 12 years and no monarch butterflies were documented on the site. More recently, the Commission's biologist, Dr. Engel, visited the project site on November 14, 2010 and found no Monarchs on the site. Although the project site is near the Ellwood Main overwintering complex, which is the major monarch site in the region, no butterfly aggregation sites have been found in the eucalyptus trees on the subject property. Nevertheless, recommended Special Condition 6.a.4. (Eucalyptus Tree Removal and Replacement Plan) requires the applicant conduct monarch butterfly surveys prior to tree removal. Specifically, recommended Special Condition Six (6) requires that, prior to eucalyptus tree removal, within 7 days of construction, a biologist with appropriate qualifications acceptable to the Executive Director, shall survey all eucalyptus trees on the property within 200 feet of the development area to detect monarch habitation. If butterfly aggregations are found within 200 feet of the work area, construction activities within 200 feet of the aggregation(s) must be halted until monarchs have left the site and the consulting biologist has determined that resumption of construction will not adversely impact the butterfly habitat. Additionally, Dr. Ingeborg Cox also raises concerns with Special Condition 6, Eucalyptus Tree Removal and Planting Plan, and requests that trees in poor health be removed first and that the exact number of trees be listed in the plan. In response, the Commission's biologist, Dr. Engel, has reviewed the Special Condition language and believes that the requirements in the condition will assure that a detailed and comprehensive tree removal plan is submitted for review and approval by the Executive Director prior to issuance of the permit. Dr. Engel has determined that removal of the smallest eucalyptus trees in the first phase will ensure minimal impacts to the site by minimizing initial impacts to the entire tree canopy. The arborist's report on file in the Commission's Ventura office details which trees are in poor health and will be removed during the second phase of the tree removal plan. Further, Dr. Cox's letter raises concerns that a 100 ft. buffer is not provided for the length of the creek on the site. As explained in detail on page 37-38 of the November 4, 2010 staff report, the Commission has typically required that buffers from riparian areas (from edge of canopy),

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wetlands, and streams (from top of bank) be at least 100 feet wide to protect these sensitive habitats. However, in this case, no sensitive habitat is present along Devereux Creek and the area has not been a functioning part of the watershed and contains no riparian sensitive habitat. The project will not result in impacts to riparian vegetation, but will restore the creek habitat with both riparian vegetation and other native species appropriate for the site. At least 75% of the creek buffer would be in excess of 100 ft. The creek buffer on the west side of the creek varies from 51 to 301 feet and the buffer on the east side of the creek ranges from 100 feet to 218 feet. Dr. Engel, the Commission's biologist, believes that, in this case, the reduced buffer along some sections of the creek will be protective of the restored habitat.

Attachments:

- 1.) Letter from Jack and Arline Allen to Commissioners, dated November 11, 2010
- 2.) Email from Silvio Di Loreto to Coastal Commission, dated November 9, 2010
- 3.) Email from Dave Johnson to Commission Staff, dated November 9, 2010
- 4.) Email from Rick Hannay to Commissioners, dated November 10, 2010
- 5.) Email from Jerry Pelton to Commission Staff, dated November 10, 2010
- 6.) Email from Judy Rattray to Commissioners, dated November 10, 2010
- 7.) Email from Wayne Barnes to Commissioners, dated November 10, 2010
- 8.) Email from Gordon and Dorothy Gay to Commission Staff, dated November 11, 2010
- 9.) Email from Fpdiani to Commissioners, dated November 11, 2010
- 10.) Letter from Karen Chackel to Commissioners, dated November 15, 2010
- 11.) Email from Molly Long to Commissioners, dated November 12, 2010
- 12.) Email from Pete Cappello to Commissioners, dated November 15, 2010.
- 13.) Email from Sharon Vincent to Commission staff, received November 16, 2010
- 14.) Email from Keith and Belinda Busby to Commissioners, received November 16, 2010.
- 15.) Email from Ingeborg E. Cox, M.D., to Commissioners, received November 15, 2010
- 16.) Letter from Elliott Dahl to Commissioners, received November 16, 2010
- 17.) Letter from Peter and Shirley Lampasona to Commissioners, received November 16, 2010
- 18.) Letter from Steven Brown to Commissioners, received November 16, 2010
- 19.) Email from Paul Romane to Commissioners, received November 16, 2010
- 20.) Email from Michael Caughey to Commissioner, received November 16, 2010
- 21.) Ex-Parte Disclosure form from Commissioner Bonnie Neely
- 22.) Email from Jim Knight to Commissioners, received November 17, 2010
- 23.) Letter from Mary Conners to Commissioners, received November 17, 2010
- 24.) Letter from Joan Danielson to Commissioners, dated November 16, 2010



Jack and Arline Allen 333 Old Mill Road Santa Barbara, CA 92110

November 11, 2010

Coastal Commissioners,

We are writing in order to encourage your approval of the Haskell's Landing project that is proposed for the western edge of the City of Goleta. It is a great opportunity to improve a derelict site, and at the same time create local jobs, increase our tax base, provide housing for middle class families and protect the natural habitat.

Our spectacular coasts and charming neighborhoods are Goleta's pride and joy, and the existing site, as it is today, is a blot on our landscape. We've long felt that this piece of property needs to be improved. Therefore, we were pleased to learn about the owner's plans to develop the site into a vibrant, environmentally sustainable community with affordable homes while still keeping the majority of the property as open space.

That is exactly the right plan for that space.

In addition to the abundant open space set aside, Haskell's Landing will provide a public benefit by rehabilitating and protecting the wetlands onsite for the community to enjoy. The project will also give rise to hundreds of local jobs, millions in tax revenue, and a new funding stream for our schools.

It would be a downright shame not to take advantage of such a wonderful opportunity that will do so much for our community.

Haskell's Landing has earned our support and we hope it will earn yours, too.

Sincerely,

ack & arkine allen

Jack and Arline Allen

From:Silvio Di Loreto [silviodd@cox.net]Sent:Tuesday, November 09, 2010 6:08 PMTo:Amber TysorSubject:Sub-division in Goleta

Dear coastal commission:

I applaud your dedication to protecting our coast line for the general good of the public.

Chuck Lande has alway felt the same. That is why he has compromised his original plans to accommodate as many valid suggestions as he could.

He has been patiently appearing before meeting after meeting and has expressed his utmost dedication to creating a project worthy of carrying his name and reputation.

I sincerely believe that is why he has earned the endorsement of all except for a very few and why the coastal commission many years ago expressed their approval of the project.

I am as concerned about the environment as any of the opponents and that is why I fervently endorse Chuck's project also.

I hope you feel like wise and act accordingly.

Sincerely

Silvio Di Loreto (A very concerned citizen)

From: David H Johnson [davidhjohnson@cox.net]

Sent: Tuesday, November 09, 2010 7:53 PM

To: Amber Tysor

Cc: chuck@haskellsgoleta.com

Subject: Final Hearing for Haskell's Landing

Dear Ms. Tysor,

This E-Mail is in support of this project. I've been following the project for quite a few years now and am pleased to see a recommendation to approve. I was also in support of the original project. I believe the changes have been beneficial but I would add the caveat that the excessive delay the project has had to endure will certainly affect the prices of the homes even with the downturn in the economy. My hope is that the project will move forward without any further delay. In this part of Santa Barbara county affordable housing is at a premium. In fact any new housing regardless of affordability is a welcome addition to the community.

Dave Johnson,

Retired Public Works Director, City of Santa Barbara Board Member, Easylift Transportation

From:Rick Hannay [rick@avalarsantabarbara.com]Sent:Wednesday, November 10, 2010 4:26 PM

To: Amber Tysor

Subject: Haskell's Landing - SUPPORT

Hello Amber:

RE: CALIFORNIA COASTAL COMMISSION - HASKELL'S LANDING, GOLETA CA

Please be advised that I have been carefully watching the progress of the Haskell's Landing project and I wholeheartedly SUPPORT the development of this project.

This is a difficult piece of property to develop due to its size/shape & proximity to RR & Highway that would otherwise remain an eyesore or just become a storage facility for old RV's and such. This is a well planned project that will provide some much needed low-medium income residential homes.

Sincerely,

Rick

Rick Hannay SFR, Owner/Broker Avalar Real Estate of Santa Barbara & Legacy Mortgage 3905 State St, Suite 7-157 Santa Barbara CA 93105 O 805-682-3555 C 805 451-6061 F 805 682-3556



From:Jrpelton@aol.comSent:Wednesday, November 10, 2010 5:22 PMTo:Amber TysorSubject:Haskell's Landing

I am in support of this project and ask the Coastal Commission to approve it.

Jerry Pelton 5380 Dorwin Lane Santa Barbara, CA 93111

T 805.570-2374 F 805.964-6795 jrpelton@aol.com

From: Rattray, Judy [jrattray@firstam.com] Sent: Wednesday, November 10, 2010 6:42 PM To: Amber Tysor

Dear Commissioners,

I am sending my apologies for not being able to attend the Coastal Commission hearing in person. I still want to demonstrate my unwavering support for Haskell's Landing. Goleta is a special place. We fought to become our own city and care very deeply about what goes in on in our community. Haskell's Landing is a project we have been working on for years. It will be a beautiful addition to our town.

The design is eco-friendly and environmentally responsible. It will add much needed housing, and affordable units. The classic in-fill property is perfect for this location, and will help Goleta by adding housing without encroaching on agricultural land. The plan will also add native vegetation and give the whole 14-acre property a much needed make-over.

Thank you.

Judy Rattray County Sales Manager AVP

3780 State Street Santa Barbara, CA 93105 T 805-687-1581 C 805-689-7968 F 866-698-5649

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Thank you.

From: Sent: To: Subject: wbarnes61@gmail.com Wednesday, November 10, 2010 7:00 PM Amber Tysor Haskell's Landing project.

> Dear Commissioners-> I feel fortunate to live in a town where people are so involved in the > development of their community. For many years the people of Goleta > have been working to build the Haskell fs Landing neighborhood here. > There are many people in support for the project, and a small few who > have raised concerns. I appreciate that people in our community care > so deeply about protecting it. Some of the issues they have raised are > unfounded, specifically, the concern for grassland on the site. > Experts > have conducted extensive studies and found that there are no grassland > areas. In fact, Haskell fs Landing will plant more native species and > develop more of a grassland than what is currently there. The property > will be a vast improvement for the land.

Kindest regards, Wayne Barnes

>

From: gorddot [gorddot@aol.com]

Sent: Thursday, November 11, 2010 10:52 AM

To: Amber Tysor

Subject: Haskell's Landing Project

We are writing to let you know of our support of the Haskell's Landing project in west Goleta. This is an excellent project for this infill property. It has been revised and revised and should be approved now. We not only get affordable homes but get 60% open space and a much needed fire station. It also provides jobs and property taxes. Please don't let this project slip away. It deserves to be approved.

Gordon and Dorothy Gay 410 Covington Place Goleta, CA 93117

Page 1 of 1

Amber Tysor

From:fpdiani@aol.comSent:Thursday, November 11, 2010 5:35 PMTo:Amber TysorSubject:HaskellCalifornia Coastal Commissioners,

It seems like just about every time the City of Goleta tries to build something new in town the same group of people cry wolf. People with no scientific background make outrageous claims against any new plans for the community. The same thing is occurring with the Haskell's Landing project. All of the experts have concluded that the project will not disturb any grassland. The plan will have 60% open space, and actually plant more native grass species that will make the land more of a grassland than what is existing there now. Haskell's Landing is a great project for Goleta. It will add affordable housing, a new fire station and create new tax and school funding for the community. The site is perfect for such a project as it is right in the middle of existing urban structures. We support the Haskell's Landing Project and hope that you will too.

fpdiani, Goleta



First American Title Company 3780 STATE STREET SANTA BARBARA, CA 93105 (805) 687-1581 kchackel@firstam.com - http://www.firstam.com - NYSE:FAF

KAREN CHACKEL Vice President County Manager

November 15, 2010

California Coastal Commission Annenberg Community Beach House 415 Pacific Coast Highway Santa Monica, CA 90204

Dear Coastal Commissioners,

I would like to express my support for the Haskell's Landing proposal and ask that you allow the project to move forward.

As a major employer in Santa Barbara County and a lifelong resident of Goleta (I live around the corner from the future project), I can tell you this city takes great pride in our splendid beaches and coastlines, and we make it our business to put development projects through the wringer in order to preserve our way of life. Haskell's Landing has been through the wringer several times over, and it's come out a superb as well as environmentally sound project – so much so that the Goleta City Council unanimously approved it last year.

This proposal just makes sense. It is an infill project on land that is appropriately zoned for residential development. It is modestly-sized and architecturally compatible with Goleta standards for design and scale. And it will fill a very real need in Goleta for middle-class housing.

It is also an eco-friendly proposal. Sustainable development is a subject of great concern to Goleta residents, and in this regard, the owners of Haskell's Landing have hit it out of the park. From energy-smart appliances and sustainable wood flooring to drought-tolerant landscaping to habitat restoration, they truly have taken every opportunity – big and small – to be environmentally responsible.

Equally impressive are the economic benefits the project will generate: 500 jobs, \$4 million in construction and other related fees, an annual property tax contribution of \$1 million and \$250,000 in school fees each year.

I urge you and your colleagues to approve Haskell's Landing. Thank you for your time and consideration.

Sincerely,

Karen Chackel 252 King Daniel Lane Goleta, CA 93117

| From: | Molly Long [molly.long@verizon.net] |
|-------|-------------------------------------|
|-------|-------------------------------------|

Sent: Friday, November 12, 2010 6:52 PM

To: Amber Tysor

Subject: Support for Haskells Landing Project

Dear Commissioners:

I would like to demonstrate my support for Haskell's Landing. Though I cannot be at the Coastal Commission hearing in person, I hope that you will receive my letter of support instead. Haskell's Landing is the result of many years of research and planning. It is a project the community of Goleta has been supporting for years and very much wants brought to fruition.

There is a small contingent of "no-growth" individuals whose aim is to prevent any new development and growth in our community. I respectfully disagree with their views. Their "facts" are often misleading and incorrect. For example, Haskell's Landing will not disrupt "grasslands," they will create a new one. The layout of Haskell's Landing is over 60% percent open space, where native grasslands will be grown and cultivated for the community to enjoy.

When you put the politics down, and listen to the experts, all of them have concluded that the area's ecology will not be harmed. However, Haskell's Landing will create a natural environment for native plant species to flourish and be cared for, where there is only over-grown shrubbery now.

What we cannot argue about is that the Haskell's Landing project has already been approved, unanimously, by the city of Goleta. The community wants this project to happen, and our leaders have already approved the project.

Haskell's Landing will be a beautiful addition to the city of Goleta. It is a classic in-fill property, surrounded by the 101 Freeway, Hollister Avenue, a new freeway off-ramp, and a parking lot. The current state of the property is degraded. Haskell's Landing will restore and maintain the site by creating a community of 100 homes, including 20 affordable housing units. Because they will become part of the Goleta community, Haskell's Landing will also provide a new fire house for the surrounding area.

The community of Goleta has already spoken, and approved this project. The experts have concluded their studies and the facts support our position. When you look at it, all roads are pointing to Haskell's Landing.

Please give your vote of approval to the Haskell's Landing project. Thank you, Molly Long Santa Barbara CA 93111

| From: | Pete Cappello [cappello@cs.ucsb.edu] |
|--|--------------------------------------|
| Sent: | Monday, November 15, 2010 3:00 PM |
| То: | Amber Tysor |
| Subject: Your hearing on the Haskell's Landing project | |

Dear Commissioners:

For many years now, the people of Goleta have worked very hard to make the Haskell's Landing project happen. So, it is with both excitement and a bit of nerves that I write this letter. Your approval could be the last green light we need before our project is a go. While I do not mean to rush your decision, and I encourage you to take your time in reviewing all of the facts, I would like to point out some facts that are being misrepresented regarding the site.

Experts have concluded that there are no grasslands on the site. There are some people who would like to call the location a grassland, but this is not accurate. If I may provide a little clarification, there are intermittent patches of grass going throughout the fourteen acres but at no point can they be called grassland. The Haskell's Landing project will actually create far more of a grassland than what these people are trying to claim currently exists. The plan is for Haskell's Landing to be 60% open space, and will be vegetated with native plant species. The vegetation will be developed and maintained by Haskell's Landing and will be a drastic improvement to what is essentially over grown shrubbery currently growing there.

There is also some curious conversation regarding a ditch near the site. This dry ditch was created years ago by urban drainage from the nearby community of Winchester Common's. It has actually been dry for years now. That fact alone should negate it as a wetland. In addition, the old drainage route crosses the 101 freeway and railroad tracks already.

Haskell's Landing has already been approved, unanimously by the Goleta City Council. It will be a wonderful addition to our community, creating new homes. The plan sets aside \$1.5 million for a new firehouse that will also be of great benefit to the community. The project will employ 500 people during the 5 year construction and sales period. It will generate \$1 million in local taxes, and after a onetime school fee of \$644,000, will go on to pay \$250,000 in annual school fees.

Haskell's Landing will be an asset to our community. There is a small group of people who do not want anything to change in our town, and while I can understand, I do not think that keeping Goleta the same forever will benefit our community, nor is it a realistic policy. Haskell's Landing is a property true to the spirit of Goleta and protective of its environment.

Thank you,

Peter Cappello

From:svincent3@cox.netSent:Tuesday, November 16, 2010 10:59 AMTo:Amber TysorSubject:Haskell's Landing approval needed

Dear Amber,

As a resident of Santa Barbara county, I know we need more well-planned family housing.

I believe Haskell's Landing in Goleta is such a project and hope it will receive final approval at the Coastal Commission meeting on Thursday.

Thank you,

Sharon Vincent 404-C Via Rosa Santa Barbara, CA 93110 805-964-8582

Sent from my lousy excuse for an (i)Phone!!

| From: | Belinda [office@firstbaptistsb.com] |
|----------|-------------------------------------|
| Sent: | Tuesday, November 16, 2010 10:58 AM |
| To: | Amber Tysor |
| Subject: | Haskell's Landing |

Coastal Commission,

As long-time residents of the beautiful city of Santa Barbara, we would like to offer our support of this well-thought out project for housing. Haskell's Landing will be an asset for the area where it will be built and the fortunate souls who will be able to purchase property here.

The builders have really spent considerable effort in creating a desirable plan. Our hope is that you consider the benefits of a project that will bring so many positive attributes.

Thank you,

Keith and Belinda Busby

Public Hearing Comments Coastal Permit Application Permit Number: 4-09-038 Project location: 7900 Hollister Ave, Goleta APN: 79-210-049 Ingeborg E. Cox, MD, MPH

The monarch butterfly survey should be done now in the months of November and December when the monarchs are in the Goleta groves on their overwintering migration. The butterflies arrive at the coast in mid September and remain until mid February.

Doing the survey within 7 days of construction will give an inaccurate and slanted picture. The survey should be done NOW as monarch butterfly overwintering sites are considered ESHAs because occupied groves meet the definition of an ESHA in Section 30107.5 of the Coastal Act.

According to the "Open Space and Habitat Management Plan Ellwood Devereux Coast" "unoccupied eucalyptus groves within the City of Goleta in areas adjacent to the over wintering sites that contain suitable conditions to support overwintering butterflies are also considered ESHAs because they could be used at any time in the future, and because they provide additional habitat in the event that the occupied groves are damaged".

Staff report does not mention the Ellwood Complex, which has five monarch butterfly overwintering sites. One of them, the Ellwood North Monarch Butterfly Aggregation is closest to this development. This site is clearly marked in the ESHAs map of the Ellwood Devereux Coast Open Space and Habitat Management Plan map, dated March 2004.

Eucalyptus trees are used by the monarchs as wintering sites 90 percent of the time. (Open Space and Habitat Management Plan Elwood Devereux Coast March 2004) Healthy Eucalyptus trees should be kept for additional habitat and should not be removed. They are also considered buffer trees. Also the City of Goleta logo depicts a monarch butterfly.

Trees that have pests and are in poor health should be removed first, since they could contaminate the rest, in my opinion. Why is it that during the Phased removal the trees in poor health are scheduled for removal on Phase two and not on Phase one?

A large amount of Eucalyptus trees have already been recently removed very near the area during the current construction of the Caltrans Cathedral Oaks/Hollister Overpass (Permit Nr.4-07-116.) Is this loss being considered?

Giving a percentage and not the actual number of trees removed in each phase confuses the public and is open to interpretation. If there is going to be Phased removal, the actual number of trees to be removed in each phase needs to be provided to avoid errors.

Six habitats that occur on the development site mentioned on Page 34 of the staff report are: native grasses, eucalyptus woodland, seasonal wetlands, riparian vegetation along Devereux Creek and small patches of coastal scrub and they need to be protected. These areas should be well demarcated with visible fencing and tall survey flags so that when large earth- moving apparatus come into the area these habitats will NOT be overlooked by mistake. The 100 foot buffer for the wetlands and creeks should be maintained.

ATHAL CLAST DISTRICT

Dear Coastal Commissioners:

Thanks to community participation and expert study, the Haskell's Landing project has successfully evolved through the planning phase. As it stands before us now, the plan will protect the natural surroundings of the area while bringing much needed housing, property tax revenues, and jobs to our community. We are proud of the environmentally sustainable property and cannot wait to see the plan come to life.

The original Haskell's Landing project was approved by Santa Barbara County prior to Goleta becoming its own city. Once this happened, the project went again through the process of public approval, and won unanimous approval from the Goleta City Council. The community of Goleta has been working to see this project through for many years now.

As we get closer and closer to approval, a small group of anti-growth extremists are trying to block progress with any reasons they can think of. The truth of the matter is that multiple experts have already concluded the questionable areas are not wetlands or grasslands, as some are trying to claim. Their plan provides an incredible amount of open space which will create grassland comprised of native plants and grass.

On another note, Haskell's Landing will bring affordable housing to the working people of Goleta. It is a much needed project that will also include a new firehouse in western Goleta. It will create \$1 million in property taxes and a quarter of a million in annual school fees. As if that wasn't enough, there will also be a onetime school fee of \$644,000.

The Haskell's Landing project is supported by county and city officials as well as residents of the community of Goleta. This is an environmentally friendly project that will add value to the community of Goleta, not detract from it.

This project cannot happen soon enough.

Sincerely Elliott Dahl

6115 Manzanillo Dr. Goleta, CA

Peter and Shirley Lampasona 7163 Armstrong Road Goleta, CA 93117

NUV 1 8 2019

Dear County Coastal Commissioners:

The Haskell's Landing project will bring many good things to the community of Goleta. Their plan will provide everything from affordable housing to property tax revenue to jobs. We have been supporting this project for many years and are very excited and hopeful that it will come to fruition soon.

We value the work of the Coastal Commission in protecting our environment, and appreciate the time you are taking to review this project. You will find that the facts support Haskell's Landing as one of the most environmentally friendly properties in this neighborhood, despite what a few naysayers would like you to believe.

Goleta City Council approved Haskell's Landing unanimously because it is a great project for our community. Their plan includes building 100 homes and 20 of those will be sorely needed affordable units. In the open areas included in the plan, Haskell's Landing will create native plant habitats and drastically improve upon the existing condition the land is currently in.

Haskell's Landing is located in the perfect place. It is a standard in-fill property that will be surrounded by roads and pre-existing urban spaces. The eco-friendly design and landscaping will improve the condition of the area.

The project will also benefit the community by creating hundreds of jobs over the course of the building process. The property will fund the building of a new firehouse, which will be a great asset to Western Goleta.

I hope the facts speak for themselves. This is an environmentally friendly project with many benefits for the community of Goleta.

Thank You 1. Lembarona ter and Shirley Lampasona

Steven Brown 162 San Federico Avenue Santa Barbara, CA 93111



COASTAL CONTRESSION SOUTH CENTRAL CLAST DISTRICT

Commissioners-

I wish I could be in Santa Monica in person to stand in support of Haskell's Landing.

Because I am unable to be there in person, I am writing this letter to demonstrate my support of their proposed project. They've been working for many years to make this dream a reality, and have received a monumental amount of support from the community. I hope that we can rely on your support as well during the final approval process

Haskell's Landing will create a new community in Goleta, with much needed affordable housing units for the working families of our town. While the city plan of Goleta calls for 116 units at this site, Haskell's Landing will have 101.

The property will also improve the condition of the land. While there are minor rumblings in the community about destruction of grassland, the plan will actually **create** grassland and maintain the vegetation.

Haskell's Landing will bring tax dollars and jobs to our town – needed now more than ever. The construction phase will require 500 employees to complete the work. Goleta Union School District will receive a onetime fee of over \$500,000 and \$250,000 annually after that.

Haskell's Landing was approved unanimously by Goleta City Council.

The experts have determined that the property will be environmentally sustainable, the community of Goleta has been supporting this project for years now, and it will greatly benefit our town. I hope you can see this project the same way I do, as a blessing for Goleta.

Sever Brown

Steven Brown

| From: | Paul Romane [pabloventurarebkr@yahoo.com] |
|-------|---|
| Sent: | Tuesday, November 16, 2010 1:22 PM |
| То: | Amber Tysor |
| Cc: | pabloventurarebkr@yahoo.com |

Subject: Re. Haskell's Landing, Goleta, CA

Amber,

Please be advised that I personally have seen the project, Haskell's Landing, from the time it was placed in front of the Goleta City Council, over a year ago. While I was apprehensive at first, it came to my attention this project was going to benefit the community as a whole. Further, it doesn't appear the housing will do anything but good to help people looking for moderately priced dwellings in this area. I trust after your review you will reach a positive decision that will enable the developer to proceed with construction.

Humbly yours, Paul Romane (805) 861-9087

From: mickey [mickeycaug@verizon.net]

Sent: Tuesday, November 16, 2010 1:57 PM

To: Amber Tysor

Subject: Haskell's Landing Review

Dear Amber Tysor,

I'm writing to indicate my support for the Haskell's Landing project in Goleta, CA. Your California Coastal Commission will be reviewing this project on Thursday, November 18th. I strongly feel that this is a great project that the developers have put a lot of thought and research into to make this an extremely environmentally sound development. They have set aside an extremely large percentage of open area to the property that will not be developed but will remain as open space. They have bent over backwards to satisfy all the changes that the Goleta City Council requested and they even went beyond what the Council recommended and included more environmentally desirable features than was required. This project is definitely needed for the city of Goleta as there has been very little new housing built here in the city of Goleta. Many of our businesses have to rely on workers who live outside of the area who have to commute great distances to get to work because there is not enough housing for them here in Goleta. This project is needed here and they have satisfied all of the environmental concerns that our very environmentally strict city of Goleta requires.

Hopefully the California Coastal Commission will agree to allow the Haskell's Landing project to proceed with the development of this property.

Thank you,

Michael Caughey 397 N. Kellogg Ave. Goleta, CA 93111

FORM FOR DISCLOSURE OF EX PARTE COMMUNICATION

Eureka, CA

Date and time of communication: (For messages sent to a Commissioner by mail or facsimile or received as a telephone or other message, date & time of receipt should be indicated.) November 4, 2010, 12.30 pm

Location of communication: (For communications sent by mail or facsimile, or received as a telephone or other message, indicate the means of transmission.)

Person(s) initiating communication:

Dave Neish & Chuck Lande Commissioner Bonnie Neely

Person(s) receiving communication: Name or description of project:

Nov. 2010 Coastal Commission Agenda Item Th8b. Application No. 4-09-038, Oly Chadmar Group General Partnership, Haskels Landing, Goleta, Santa Barbara County.

Detailed substantive description of content of communication: (If communication included written material, attach a copy of the complete test of the written material.)

Applicant's representative provided an informational booklet covering the history of the project, actial maps, proposed raptor and wetland protection measures, and open space designations.

Date: November 4, 2010

If the communication was provided at the same time to staff as it was provided to a Commissioner, the communication is not exparts and this form does not need to be filled out.

If communication occurred seven or more days in advance of the Commission hearing on the item that was the subject of the communication, complete this form and transmit it to the Executive Director within seven days of the communication. If it is reasonable to believe that the completed form will not arrive by U.S. mail at the Commission's main office prior to the commencement of the meeting, other means of delivery should be used, such as facsimile, overnight mail, or personal delivery by the Commissioner to the Executive Director at the meeting prior to the that the hearing on the matter commences.

If communication occurred within seven days of the hearing, complete this form, provide the information orally on the record of the proceedings and provide the Executive Director with a copy of any written material that was part of the communication.

Coastal Commission Fax: 415 904-5400

From:James Knight [jjknight3@cox.net]Sent:Tuesday, November 16, 2010 10:40 PMTo:Amber TysorSubject:Haskell's Landing Hearing

November 16, 2010

California Coastal Commission Hearing Annenberg Community Beach House 415 Pacific Coast Highway Santa Monica, CA

Attention: Amber Tysor

Re: Haskell's Landing Project

Dear Ms. Tysor:

I am writing this email in support of the Haskell's Landing project coming before the California Coastal Commission for review this coming Thursday. I am a local Goleta businessman and past Chairman of the Goleta Valley Chamber of Commerce. I have been involved with several small business startup companies and I have a long history of working in the Goleta community. I have watched the Haskell's Landing project scrutinized extensively before the Goleta City Council and substantial efforts were made to make project compatible with the surrounding community. When the project was approved by the city council I felt the project had reached an acceptable level of quality, review and compliance. I urge you to support the Haskell's Landing project. I believe the project is right for Goleta. Please feel free to call me with any questions on my cell at 805-448-9844.

Sincerely,

Jim Knight 1138 Mission Ridge Road Santa Barbara, CA 93103 Dear Commissioners:



GALFORUMA COASTAL CONTRESSION South Central Cuast district

Haskell's Landing is going to be a beautiful addition to our community.

I have lived in Santa Barbara County for 53 years. Though this may be the first time you've heard of the Haskell's Landing project, the community of Goleta has been discussing this issue for many years now. We support this project, and it has been approved by our City Council.

Haskell's Landing is planned for an in-fill property, bordered by roads and existing city infrastructure. The county's ag land will be completely untouched by its 100 homes. 20 of these homes will be affordable housing units to accommodate Goleta's working families.

The plan for Haskell's Landing is one of the more environmentally sustainable in the community's history. The property will not destroy any wetland or grassland space, as there are no spaces present that have been shown as in danger by experts. Haskell's Landing will develop natural habitats with native species, and continue to nourish and care for them as they grow on the property.

The plan also provides over a million dollars for a firehouse. There is currently no firehouse present in this area, and this addition will greatly improve fire protection and emergency response time. Haskell's Landing will also contribute a million dollars in annual property taxes, and \$250,000 in school fees for the Goleta Union School district. During the five year building phase, Haskell's Landing will create five hundred local jobs.

Hopefully you can understand that Haskell's Landing will create many great things for our community. I am sorry I could not be there in person to support this project. I am an avid supporter of Haskell's Landing, and hope my letter will suffice.

Sincerely, new

NOV 17 2010

CALIFY ME COMPALICAN SOLON SOUTH CONTRALICUAST DISTRICT

Joan Danielson 165 Del Canto Lane Santa Barbara, CA 93110 11-16-2010

Dear California Coastal Commission:

Up and down the California coast are many unique towns and communities, and while they all have different personalities, I think it is safe to say we all love the California coast—why else would we pay so much to live here?

In our quiet beach community of Goleta there are a few folks who oppose every new thing that comes to town, without even really looking at the details. Their newest point of contention is the Haskell's Landing project. I am writing this letter because I cannot be at your hearing in person, but want to show my support for the Haskell's Landing project and make sure the correct facts are heard.

The opposition would like you to believe that Haskell's Landing will destroy native grasslands and a wetland. I can tell you, and the experts have confirmed this, that these statements are not true. While there are blades of sporadic grass growing throughout the site, it is not considered traditional grassland. In actuality, the Haskell's Landing plan is designed with a lot of open space, where native plant species will create more grassland than what is already growing there. The plan will actually improve the condition of native grasses by developing them further and maintaining vegetation.

The "wetland" is actually urban drainage from a neighboring community that crosses the Freeway and busy railroad tracks before reaching the Haskell's Landing site. In another interesting twist of the facts, the "wetland" has actually been quit dry for years and is more likely a fire hazard for those dry, hot Santa Ana winds.

We greatly appreciate the protection and conservation of California's coast. These communities and environments are sacred to us. However, when a few people misrepresent the facts to stop growth, we can't support that. Haskell's Landing will be the most environmentally sustainable project in the history of this community. I urge you to approve this proposal.

Thank you, oon C. Danielson Joan

CALIFORNIA COASTAL COMMISSION SOUTH CENTRAL COAST AREA 89 SOUTH CALIFORNIA ST., SUITE 200 VENTURA, CA 93001 (805) 585-1800

Item Th8b

STAFF REPORT: REGULAR CALENDAR

APPLICATION NO.: 4-09-038

APPLICANT: Oly Chadmar General Partnership

AGENTS: Mary Meaney Reichel, Lucon, Inc.

PROJECT LOCATION: 7900 Hollister Avenue, City of Goleta (APN 79-210-049)

PROJECT DESCRIPTION: Subdivision and construction of a 101-unit residential condominium project totaling 139,469 sq. ft. of building coverage and 95,628 sq. ft. of streets, sidewalks, driveways, and parking areas, open space areas, habitat revegetation, creek desilting, and 41,950 cu. yds. grading (21,783 cu. yds. cut and 21,162 cu.yds. fill) and authorization of the associated development agreement.

MOTION & RESOLUTION: Page 8

SUMMARY OF STAFF RECOMMENDATION

Staff recommends APPROVAL of the proposed project with nineteen (19) special conditions regarding: (1)Revised Project and Project Plans, (2) Revised Development Agreement/Development Agreement Amendment, (3) Plans Conforming to Engineer's Recommendations (4) Assumption of Risk, (5) CC&Rs, (6) Eucalyptus Tree Removal and Planting Plan, (7) Construction Timing and Sensitive Bird Surveys, (8) Construction Monitoring, (9) Final Revegetation/Habitat Restoration Plan, (10) Final Landscape Plans, (11) Permanent Drainage and Polluted Runoff Control Plans, (12) Interim Erosion Control Plans and Construction Responsibilities, (13) Fuel Modification, (14) Lighting, (15) Structural Appearance, (16) Open Space Conservation Easement, (17) Herbicide Use, (18) Agency Approvals, (19) Future Development Restriction. These special conditions are outlined on pages 7-23 of this report.

The proposed project includes: (1) subdivision of a single, 14.46-acre lot for condominium purposes to provide for 101 residential units, associated infrastructure, and common open space, (2) construction of a 101-unit residential condominium project totaling 139,469 sq. ft. of building coverage, 215,547 sq. ft. of building area, 95,628 sq. ft. of streets, sidewalks, driveways, parking areas, and other hardscape areas, attached garages, decks, courtyards, utilities, a six foot high retaining/soundwall adjacent to the railroad tracks, phased removal of approximately 200 non-native/invasive eucalyptus

5/10/10

11/6/10 2/4/11 AT-V 11/4/10 Hearing Date: 11/18/10

Filed:

Staff:

180th Dav:

270th Dav:

Staff Report:

trees and 8 cypress trees, removal of non-native plants and revegetation of Devereux Creek, 492 linear feet of creek desilting and stabilization (733 cu. yds. cut and 262 cu. yds of rock fill), Hollister Avenue roadway improvements and sidewalk improvements, a tot lot/children's play area, dedication of approximately 3.5 acres open space for habitat restoration, and 41,950 cu. yds of grading (21,050 cu. yds. cut and 20,900 cu. yds fill), and (3) authorization of a development agreement between the City of Goleta and Oly Chadmar Sandpiper General Partnership dated May 19, 2009 regarding the proposed project.

The applicant received local approvals from the City of Goleta for the proposed project in May 2009 and entered into a development agreement with the City. The subject property consists of a single undeveloped and vacant 14.46 acre parcel located just north of Hollister Avenue in the City of Goleta. Sandpiper Golf Course is located on the adjacent property to the south and the Ellwood School and other development is located on the adjacent properties to the east on the other side of Las Armas Road. The Union Pacific Railroad right-of-way and tracks are located directly to the north of the site, with Highway 101 to the north of the tracks. The site contains several seasonal wetlands, native grassland areas, and Devereux Creek bisects the project site.

The proposed 101 unit condominium project will avoid the wetland areas on the site, much of the native grassland area, and includes a proposal to restore and enhance 3.5 acres of habitat for open space. The project also includes a proposal to restore the grade of Devereux Creek in order to allow historic flows through the site (further explained on pages 32-37 of this report). Devereux Creek does not currently receive natural creek flows because the 101 highway, railroad tracks, and the Winchester Commons residential development have permanently prevented any natural drainage flows to the subject site. Specifically, due to the fact that the culvert in the railroad rightof-way has become blocked over time, the grade of the railroad right-of-way to the north is actually lower than the grade of the creek channel on site. If corrected, runoff flows from development to the north is expected to flow through the site. The site is unusual. because although there is a drainage feature (Devereux Creek), little to no riparian habitat exists around the creek and the creek bed is dry. The project would provide a minimum 50 ft. buffer from the top of bank along the creek corridor on each side of Devereux Creek. However, 75% of the creek buffer would be in excess of 100 ft. The Commission's Biologist, Dr. Engel, has concluded that the proposed buffer areas will be adequate to protect a restored creek corridor on this site. Additionally, a 100 ft. buffer is proposed for all wetland areas onsite. Further, it is noted that no public trails exist on the property and no cultural resources have been documented in or near the subject property.

Special conditions are recommended in order to find the project consistent with Coastal Act policies. Several Special Conditions recommended in this report relate to revegetation of the Devereux Creek area, grassland enhancement, wetland protection, and avian species protections. **Special Condition 9** requires Final Habitat Revegetation Plans for the 3.5 acre area open space area, Special **Condition 17** requires an open space easement, **Special Condition 5** requires CC&Rs to assure that the special

conditions of the permit, including the habitat enhancement and protection provisions, continue in perpetuity. **Special Condition 8** Construction Monitoring requires a biologist or environmental resource specialist monitor all grading activities on the site. **Special Condition 6**, Eucalyptus Tree Removal and Planting Plan, and **Special Condition 7** Construction Timing and Sensitive Bird Species Surveys, require biological surveys to protect avian species. **Special Condition 6** requires phased tree removal and native tree planting in accordance with **Special Condition 9**, Final Habitat Revegetation Plans. Further, **Special Condition 17** restricts herbicide use.

Several special conditions required in this permit relate to construction of the project, including **Special Condition 3**, Plans Conforming to Geotechnical Engineer's Recommendations, **Special Condition 10**, Landscape Plans, **Special Condition 11**, Drainage Plans, **Special Condition 12** Erosion Control Plan and Construction, and **Special Condition 13**, Fuel Modification Program. Regarding the residential structures, **Special Condition 14** contains lighting restrictions, **Special Condition 15** restricts the structural appearance to natural earth-tone colors.

PROCEDURAL NOTES:

PROJECT JURISDICTION

Prior to the City of Goleta's incorporation in 2002, the area within what is now the City's coastal zone was subject to the County of Santa Barbara's Local Coastal Program (LCP). The County of Santa Barbara's LCP was certified in 1982 and amended in 1994 to certify the Goleta Community Plan, including all areas that now comprise the City of Goleta within the coastal zone.

Though the City of Goleta has adopted the applicable planning documents for the purposes of municipal incorporation, the City has not submitted Land Use Plan (LUP) or Implementation (IP) documents for certification since the time of incorporation. Thus, there is no effective LCP for the coastal zone portion of the City of Goleta. The site subject to the permit application is located within the City of Goleta and the coastal development permit application has been submitted directly to the Commission. Therefore, the standard of review for the subject coastal development permit application is Chapter 3 of the Coastal Act (commencing with Section 30200).

4-09-038 (Oly Chadmar Partnership) Page 4

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Exhibits

| Exhibit 1. | Vicinity Map |
|-------------|--|
| Exhibit 2. | Parcel Map |
| Exhibit 3. | Project Site Location |
| Exhibit 4. | Site Plan |
| Exhibit 5. | Wetland and Grassland Map |
| Exhibit 6. | Grading Limits Plan |
| Exhibit 7. | Preliminary Vegetation Enhancement Plan (VEP)- Entire Site |
| Exhibit 8. | Preliminary VEP- Plan Sheet 2 |
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| Exhibit 24. | Triplex Design Example-Monterey Style |
| Exhibit 25. | Northern Property Boundary Retaining Wall Cross Section |
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| Exhibit 29. | Preliminary Open Space Exhibit |
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LOCAL APPROVALS RECEIVED: Ordinance 09-07 of the City Council of the City of Goleta 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, dated June 17, 2009; Resolution No. 09-31 of the City Council of the City of Goleta Approving Case No. 07-102-TM, -DP, -RN; a Vesting Tentative Map, Development Plan, and Road Naming for the Haskell's Landing Project; Hollister Avenue/Las Armas Road Intersection, APN 079-210-049. City of Goleta City Council; Santa Barbara County Fire Department review, dated April 23, 2008; Goleta West Sanitary District, Sewer Availability Letter, dated September 4, 2007; Metropolitan Transit District review, dated March 18, 2008; Santa Barbara County Air Pollution Control District, Conditions of Approval, dated March 13, 2009; Goleta Water District, Preliminary Conditions Letter 2nd Revision, dated February 14, 2008
AGENCY REVIEWS AND APPROVALS: Streambed Alteration Agreement, California Department of Fish and Game, Notification No. 1600-2009-0479-R5, October 30, 2009; Army Corps of Engineers, Los Angeles District, review letter dated January 12, 2000.

SUBSTANTIVE FILE DOCUMENTS: Final Environmental Impact Report, Sandpiper Golf Course, Club House, Day Care Center, and Residential Development, 94-EIR-9 (September 1995); Final Supplemental Environmental Impact Report, The Residences at Sandpiper , SCH#1993121097 (September 2001); "Vegetation Enhancement Plan Implementation Report," prepared by V.L. Holland, Ph.D., and Erin Harwayne, dated January 20, 2010 (this is the revised VEP with no herbicides and locally sourced species): "Vegetation Enhancement Plan Implementation Report," prepared by HELIX Environmental Planning, Inc. and V.L. Holland, dated October 25, 2002; "Independent Analysis of Grasslands and California Red-Legged Frog," prepared by Dr. V.L. Holland, dated January 2002; "Pesticide and Fertilizer Reduction Plan for Haskell's Landing," prepared by Phil Boise, Urban-Ag Ecology Consulting Services, dated January 14, 2010; Grassland Report, R.F. Holland VL Holland January 4, 2000; Native Grasses within the Haskell's Landing Project Site letter prepared by Dr. V.L. Holland and Erin Harwayne, dated January 12. 2009; Letter re: "Methodology Techniques Utilized to Review Wetland/Upland Interface for Native Grassland Habitat within the Haskell's Landing Project Site," prepared by Denise Duffy, & Associated, dated November 4, 2008; Native Grassland Habitat within the Haskell's Landing Project Site- 2008 Survey Results, prepared by Denise Dufy & Associates, July 17, 2008; "Haskell's Landing Project Site Native Grass Assessment," prepared by Denise Duffy & Associates, Inc., dated January 2010; "Native Grasses within the Haskell's Landing Project Site," letter prepared by Denise Duffy & Associates, dated January 15, 2010; "Red Legged Frog survey update letter," prepared by Dr. Galen Rathbun, dated October 28, 2009; Raptor Study Protocol for the Haskell's Landing Project, prepared by MRS, dated June 25, 2009; "Raptor Study Report," prepared by Marine Research Specialists, dated October 2009; Winter Raptor Study Report for the Haskell's Landing Project, prepared by MRS, dated February 2010; "Raptor Nesting Study Report for the Haskell's Landing Project," prepared by MRS, dated April 2010; "A Tree Survey at the Chadmar S.B. Project Haskell's Landing, Goleta," prepared by Barrie D. Coate, dated November 11, 2009; "Haskell's Landing Project Site Wetland Delineation," dated December 2009; "Preliminary Hydraulic Report for Haskell's Landing," prepared by Michael A. Caccese, MAC Design Associates, dated August 6, 2007; "Preliminary Devereux Creek Improvement Report for Haskell's Landing," prepared by Dale W. Weber, MAC Design Associates, dated May 26, 2009; Haskell's Landing Project Traffic and Circulation Study, prepared by Associated Transportation Engineers, dated April 14, 2008; Preliminary Geotechnical Study for the Sandpiper Residential Development, prepared by Padre Associates, Inc., dated November 1999; "Update Letter, Tract No. 32032 -Haskell's Landing, Goleta, California" prepared by Padre Associates, Inc., dated October 29, 2009; Coastal Commission Appeal No. A-4-STB-02-030 of Santa Barbara County's Approval of Development Plan 99-DP-051 approved on January 15, 2002 Appeal (Appeal Withdrawn March 5, 2002); Coastal Commission Appeal No. A-4-STB-02-145 of Santa Barbara County's Approval Coastal Development Permit Case No. 01CDP-00000-00150, issued by the County on May 14, 2002;

I. STAFF RECOMMENDATION

<u>MOTION</u>: I move that the Commission approve Coastal Development Permit No. 4-09-038 pursuant to the staff recommendation.

STAFF RECOMMENDATION OF APPROVAL:

Staff recommends a **YES** vote. Passage of this motion will result in approval of the permit as conditioned and adoption of the following resolution and findings. The motion passes only by affirmative vote of a majority of the Commissioners present.

RESOLUTION TO APPROVE THE PERMIT:

The Commission hereby approves a coastal development permit for the proposed development and adopts the findings set forth below on grounds that the development as conditioned will be in conformity with the policies of Chapter 3 of the Coastal Act. Approval of the permit complies with the California Environmental Quality Act because either 1) feasible mitigation measures and/or alternatives have been incorporated to substantially lessen any significant adverse effects of the development on the environment, or 2) there are no further feasible mitigation measures or alternatives that would substantially lessen any significant adverse impacts of the development on the environment.

II. STANDARD CONDITIONS

1. <u>Notice of Receipt and Acknowledgment</u>. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.

2. <u>Expiration</u>. If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.

3. <u>Interpretation</u>. Any questions of intent or interpretation of any term or condition will be resolved by the Executive Director or the Commission.

4. <u>Assignment</u>. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.

5. <u>Terms and Conditions Run with the Land</u>. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

III. SPECIAL CONDITIONS

1. <u>Revised Project and Project Plans</u>

Prior to issuance of the coastal development permit, the permittee shall submit, for the review and approval of the Executive Director, two (2) sets of final revised project plans. The revised final project plans and project description shall reflect the following:

The tot lot/children's play area currently proposed to be located on the western side of Devereux Creek adjacent to Hollister Avenue shall be removed from the plans, and the plans shall show that the area is within the open space area and shall be planted with native grasses and other native plantings, according to **Special Condition 9**. In the vicinity of the former location of the children's play area, the plans shall depict a single pedestrian path connecting to the pedestrian bridge.

2. <u>Revised Development Agreement or Development Agreement Amendment</u>

Prior to issuance of the coastal development permit, the permittee shall submit to the Executive Director, for review and approval, a revised Development Agreement or Development Agreement Amendment, approved by the City of Goleta, consistent with the following:

(1) The reference to "Coastal Land Use Plan" shall be removed from Recital H. on page 2 of the development agreement because the City of Goleta does not yet have a certified Coastal Land Use Plan;

(2) The Revised or Amended Development Agreement shall reflect the project approved by the Commission via CDP 4-09-038 and shall be consistent with all Special Conditions within CDP 4-09-038, including, but not limited to: revised site/project plans, final revegetation plans, etc.

3. Plans Conforming to Geotechnical Engineer's Recommendations

By acceptance of this permit, the applicant agrees to comply with the recommendations contained in all of the geology, geotechnical, and/or soils reports referenced as Substantive File Documents. These recommendations, including recommendations concerning foundations and drainage, shall be incorporated into all final design and construction plans, which must be reviewed and approved by the consultant prior to commencement of development.

The final plans approved by the consultant shall be in substantial conformance with the plans approved by the Commission relative to construction, grading, and drainage. Any substantial changes in the proposed development approved by the Commission that

may be required by the consultant shall require amendment(s) to the permit(s) or new Coastal Development Permit(s).

4. Assumption of Risk, Waiver of Liability and Indemnity

By acceptance of this permit, the applicant acknowledges and agrees (i) that the site may be subject to hazards from wildfire, erosion, and flooding; (ii) to assume the risks to the applicant and the property that is the subject of this permit of injury and damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards; and (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards.

5. <u>Covenants, Conditions, and Restrictions (CC&R's)</u>

- A. The permittee shall establish covenants, conditions and restrictions (CC&R's) for the proposed residential units located within the subdivision. Prior to the Commission's issuance of the coastal development permit, and prior to the property owner's recordation of any covenants, conditions and restrictions (CC&R's) associated with the subdivision approved by this Permit, a proposed version of said CC&R's shall be submitted to the Executive Director for review and approval. The Executive Director's review shall be for the purpose of insuring compliance with this condition. The CC&R's shall include the following:
- (1) The CC&R's shall reflect the requirements of Special Conditions 4, 6, 9-11, 13-17, and 19 of this coastal development permit.
- (2) The CC&R's shall indicate that the natural open space area within the subdivision shall be maintained by a common entity (e.g. master homeowner's association) in accordance with the special conditions of this permit.
- (3) The CC&Rs shall indicate that any provisions required by this Special Condition cannot be removed or changed without a Coastal Commission-approved amendment to this coastal development permit, notwithstanding any other provisions of the CC&Rs regarding amendment of the CC&Rs.
- B. Prior to issuance of the Certificate of Occupancy for the first unit, the permittee shall record the covenants, conditions and restrictions approved by the Executive Director, against the property.

6. Eucalyptus Tree Removal and Planting Plan

- A. Prior to issuance of the coastal development permit, the permittee shall submit a revised final tree removal and planting plan, for review and approval by the Executive Director, which incorporates the following measures:
- (1) Prior to tree removal, the applicant shall conduct pre-construction bird surveys, according to **Special Condition Eight (8)**, herein;
- (2) Tree removal and replacement tree planting shall occur between September 15 and December 31.
- (3) Phased Tree Removal. Tree removal shall occur over the span of five years during three separate phases. Phase I shall be initiated with the commencement of construction activities and shall include the removal of eucalyptus trees and other non-native trees less than 24 inches DBH. Phase two, one year later, shall include the removal eucalyptus trees in poor health as identified in the arborist report (ISA Consulting, 2009). During the third year, Phase III will include removal of the remaining trees. Phase III will include removal of one-third of the remaining trees during the third, fourth, and fifth years, respectively, such that at the end of the fifth year, all of the non-native Eucalyptus trees will be removed.
- (4) Monarch Butterfly Surveys. Prior to eucalyptus tree removal, within 7 days of construction, a biologist with appropriate qualifications acceptable to the Executive Director, shall survey all eucalyptus trees on the property within 200 feet of the development area to detect monarch habitation. If butterfly aggregations are found within 200 feet of the work area, construction activities within 200 feet of the aggregation(s) shall be halted until monarchs have left the site and the consulting biologist has determined that resumption of construction shall not adversely impact the butterfly habitat.
- (5) Trees will be planted immediately following removal of eucalyptus trees during each phase. Trees will be planted in accordance with all requirements outlined in **Special Condition 9**, **Final Habitat Revegetation Plan**, and will involve the following:
 - (a) Native trees, including Coast live oak (Quercus agrifolia) and California sycamore (*Platanus racemosa*), will be planted to replace the non-native eucalyptus trees on the site;
 - (b) Each time that eucalyptus trees are removed, two-thirds of the replacement native trees will be 36" box and one-third of the replacement native trees will be 48" box;
 - (c) Coast live oak trees and California sycamores will be planted a minimum of 25 feet apart;
- (6) Monitoring and Performance Requirements shall include the following:

| | Performance Criteria | | | | | |
|----|----------------------|---------------------------------------|---|----------------------------------|--|--|
| 1 | 2 | 3 | 4 | 5 | | |
| 0 | 5 | 15 | 30 | 40 | | |
| 15 | 10 | 10 | 5 | 5 | | |
| - | 1 0 15 | 1 2 0 5 15 10 | 1 2 3 0 5 15 15 10 10 | 1 2 3 4 0 5 15 30 15 10 10 5 | | |

Percentages do not include cover by eucalyptus trees.

*Maximum coverage allowable.

B. The permittee shall undertake development in accordance with the approved final approved plans. Any proposed changes to the approved final construction phasing plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.

7. Construction Timing and Sensitive Bird Species Surveys

For any construction activities between February 15th and September 1st and for any tree removal at any time of year (including eucalyptus tree removal), the applicant shall retain the services of a qualified biologist or environmental resource specialist (hereinafter, "environmental resources specialist") to conduct sensitive bird species surveys and monitor project operations associated with all construction activities:

At least 30 calendar days prior to commencement of any construction or tree removal activities, the applicant shall submit the name and qualifications of the environmental resources specialist, for the review and approval of the Executive Director. The environmental resources specialist shall ensure that all project construction and operations shall be carried out consistent with the following:

- A. The applicant shall ensure that the environmental resources specialist, with experience in conducting bird surveys shall conduct bird surveys 30 calendar days prior to the listed activities to detect any active bird nests in all trees within 500 feet of the project site. A follow-up survey must be conducted 3 calendar days prior to the initiation of construction and nest surveys must continue on a monthly basis throughout the nesting season or until the project is completed, whichever comes first.
- B. If an active nest of any federally or state listed threatened or endangered species, species of special concern, or any species of raptor is found within 500 ft. of construction activities, the applicant shall retain the services of an environmental resources specialist with experience conducting bird and noise surveys, to monitor bird behavior and construction noise levels. The environmental resources specialist shall be present at all relevant construction meetings and during all significant construction activities (those with potential noise impacts) to ensure that nesting birds are not disturbed by construction related noise. The environmental resources specialist shall be present at all monitor

birds and noise every day at the beginning of the project and during all periods of significant construction activities. Construction activities may occur only if construction noise levels are at or below a peak of 65 at the nest (s) site. If construction noise exceeds a peak level of 65 dB at the nest (s) site, sound mitigation measures such as sound shields, blankets around smaller equipment, mixing concrete batches off-site, use of mufflers, and minimizing the use of back-up alarms shall be employed. If these sound mitigation measures do not reduce noise levels, construction within 500 ft. of the nesting trees/areas shall cease and shall not recommence until either new sound mitigation can be employed or nesting is complete.

C. If an active nest of a federally or state-listed threatened or endangered species, bird species of special concern, or any species of raptor is found, the applicant shall notify the appropriate State and Federal Agencies within 24 hours, and shall develop an appropriate action specific to each incident. The applicant shall notify the California Coastal Commission in writing by facsimile or e-mail within 24 hours and consult with the Commission regarding determinations of State and Federal agencies.

8. Construction Monitoring

The permittee shall retain the services of a qualified biologist or environmental resources specialist with appropriate qualifications acceptable to the Executive Director to serve as the biological monitor. The permittee shall provide the biological monitor's qualifications for the review and approval of the Executive Director at least thirty calendar days prior to commencement of project activities. The biological monitor shall be present during grading, excavation, demolition, and all construction activities. The permittee shall cease work should any sensitive species be identified anywhere within the construction area, if a breach in permit compliance occurs, if work outside the scope of the permit occurs, or if any unforeseen sensitive habitat issues arise. In such event, the biological monitor's shall direct the permittee to cease work and shall immediately notify the Executive Director. If significant impacts or damage occur to wetlands or sensitive species, the permittee shall be required to submit a revised, or supplemental program to adequately mitigate such impacts. The revised, or supplemental, program shall be processed as an amendment to this coastal development permit.

9. Final Habitat Revegetation Plan

A. **Prior to issuance of the coastal development permit**, the applicant shall submit, for the review and approval of the Executive Director, a final habitat restoration plan/revegetation plan for the open space easement area, required by Special Condition Sixteen (16), subject to the following provisions. Said plans shall be prepared by a qualified biologist, ecologist, or resource specialist with experience in the field of restoration ecology, and with background knowledge of native grasslands and seasonal wetlands. The permittee shall provide the resource specialist's qualifications, for the review and approval of the Executive Director, prior to plan

development. The final revegetation plan/vegetation enhancement plan shall include, at a minimum, the following information:

- (1) A revised planting plan for the northern portion of Devereux Creek to include live willow stakes or other appropriate plant species incorporated into the engineered rock slope & channel protection;
- (2) A native tree planting plan for the southern portion of Devereux Creek where the eucalyptus trees will be removed;
- (3) A revised planting plan showing that the area proposed for a children's play area will be planted with native grassland plant species and other appropriate native plantings;
- (4) A baseline assessment, including photographs, of the current physical and ecological condition of the proposed restoration site, including, a biological survey, a description and map showing the area and distribution of existing vegetation types, and a map showing the distribution and abundance of any sensitive species.
- (5) A description of the goals of the restoration plan, including, as appropriate, topography, hydrology, vegetation types, sensitive species, and wildlife usage.
- (6) Documentation of performance standards, which provide a mechanism for making adjustments when it is determined, through monitoring, or other means that the revegetation techniques are not working.
- (7) Documentation of the necessary management and maintenance requirements, and provisions for timely remediation should the need arise.
- (8) A planting palette (seed mix and container plants), planting design, source of plant material, and plant installation. The planting palette shall be made up exclusively of native plants that are appropriate to the habitat and region and that are grown from seeds or vegetative materials obtained from local natural habitats so as to protect the genetic makeup of natural populations. Horticultural varieties shall not be used. No plant species listed as problematic and/or invasive by the California Native Plant Society, the California Exotic Pest Plant Council, or by the State of California shall be employed or allowed to naturalize or persist on the site. No plant species listed as a 'noxious weed' by the State of California or the U.S. Federal Government shall be utilized or maintained within the property. Plantings shall be maintained in good growing condition throughout the life of the project and, whenever necessary, shall be replaced with new plant materials to ensure continued compliance with the revegetation requirements.
- (9) Sufficient technical detail on the restoration design including, at a minimum, a planting program including a description of planned site preparation, method and location of exotic species removal, timing of planting, plant locations and elevations on the baseline map, and maintenance timing and techniques.
- (10) A plan for documenting and reporting the physical and biological "as built" condition of the site within 30 days of completion of the initial restoration

activities. The report shall describe the field implementation of the approved restoration program in narrative and photographs, and report any problems in the implementation and their resolution.

- (11) Documentation that the project will continue to function as viable native habitats, as applicable, over the long term.
- (12) A Monitoring Program to monitor the plan. Said monitoring program shall set forth the guidelines, criteria and performance standards by which the success of the enhancement and restoration shall be determined. The monitoring programs shall include but not be limited to the following:
 - (a) Interim and Final Success Criteria. Interim and final success criteria shall include, as appropriate: species diversity, total ground cover of vegetation, vegetative cover of dominant species and definition of dominants, wildlife usage, hydrology, and presence and abundance of sensitive species or other individual "target" species.
 - (b) Interim Monitoring Reports. The permittee shall submit, for the review and approval of the Executive Director, on an annual basis, for a period of five (5) years, a written monitoring report, prepared by a resource specialist indicating the progress and relative success or failure of the enhancement on the site. This report shall also include further recommendations and requirements for additional enhancement/ restoration activities in order for the project to meet the criteria and performance standards. This report shall also include photographs taken from predesignated sites (annotated to a copy of the site plans) indicating the progress of recovery at each of the sites. Each report shall be cumulative and shall summarize all previous results. Each report shall also include a "Performance Evaluation" section where information and results from the monitoring program are used to evaluate the status of the enhancement/revegetation project in relation to the interim performance standards and final success criteria.
 - (c) Final Report. At the end of the five-year period, a final detailed report on the revegetation shall be submitted for the review and approval of the Executive Director. If this report indicates that the enhancement/ revegetation project has, in part, or in whole, been unsuccessful, based on the performance standards specified in the restoration plan, the applicant(s) shall submit within 90 days a revised or supplemental restoration program to compensate for those portions of the original program which did not meet the approved success criteria. The revised or supplemental program shall be processed as an amendment to this permit.
 - (d) Monitoring Period and Mid-Course Corrections. During the five-year monitoring period, all artificial inputs (e.g., irrigation, soil amendments, plantings) shall be removed except for the purposes of providing midcourse corrections or maintenance to insure the survival of the enhancement/restoration site. If these inputs are required beyond the first

two years, then the monitoring program shall be extended for every additional year that such inputs are required, so that the success and sustainability of the enhancement/restoration is insured. The enhancement/revegetation site shall not be considered successful until it is able to survive without artificial inputs.

- B. The enhancement and revegetation activities shall be implemented by qualified biologists, ecologists, or resource specialists who are experienced in the field of restoration ecology within 60 days after the completion of construction of the last residence. The Executive Director may grant additional time for good cause. The monitoring plan shall be implemented immediately following the enhancement/ revegetation. The permittee shall provide the resource specialist's qualifications, for the review and approval of the Executive Director, at least thirty calendar days prior to the start of such activities.
- C. The permittee shall undertake development in accordance with the final approved plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Coastal Commission approved amendment to the coastal development permit, unless the Executive Director determines that no amendment is legally required.
- D. The applicable covenants, conditions and restrictions (CC&R's) required by Special Condition 5 shall require that all habitat revegetation, restoration and maintenance of the open space area be consistent with the above referenced performance standards and requirements approved by the Executive Director. The revegetation requirements of this special condition shall be incorporated directly into the CC&R's.

10. Landscape Plans

- A. Prior to commencement of grading, the permittee shall submit two (2) sets of final landscaping plans for all landscape areas to be installed by the permittee and landscape guidelines prepared by a landscape architect or other qualified specialist for review and approval by the Executive Director. The plans shall incorporate the following criteria:
- (1) All areas disturbed and/or denuded by the development shall be re-vegetated and maintained to protect habitat and to prevent erosion into habitat areas, wetlands, and coastal waters. To minimize the need for irrigation all landscaping shall consist primarily of native/drought resistant plants. Irrigated lawn may be planted within the individual residential lot areas. Such lawn shall be selected from the most drought tolerant species or subspecies.
 - (2) No plant species listed as problematic and/or invasive by the California Native Plant Society, California Exotic Pest Plant Council, or as may be identified from time to time by the State of California shall be utilized anywhere within the proposed development area, including the landscaping within the private residential lots. No plant species listed as a 'noxious weed' by the State of California or the U.S. Federal Government shall be utilized

anywhere within the proposed development area, including the private residential lots.

- (3) Plantings will be maintained in good growing condition throughout the life of the project and, whenever necessary, shall be replaced with new plant materials to ensure continued compliance with applicable landscape requirements;
- (4) Final landscaping guidelines for residential lots shall be completed and submitted for review and approval by the Executive Director prior to the issuance of the coastal development permit. The guidelines shall state that landscaping shall be installed by the landowner consistent with the guidelines within 180 days of initial occupancy of each residence approved by this permit. The guidelines shall be consistent with the requirements of this coastal development permit.
- B. Prior to commencement of grading, the permittee shall submit landscape palette lists to be incorporated into the landscaping guidelines, subject to the review and approval of the Executive Director, that identify: 1) the native plant species that may be planted in the development; 2) a representative list of the non-native, non-invasive common garden plant species that may be planted in the residential lots; and 3) the invasive plant species that are prohibited from use anywhere within the development. The landscape palette for the development shall be consistent with the lists of approved plants as reviewed and approved by the Executive Director. These lists shall remain available for public consultation at the California Coastal Commission, the City of Goleta, and the homeowners association established for the development. No deviations from the list shall occur in the plantings on the site without an amendment to this permit or a new coastal development permit unless the Executive Director determines that no amendment or new permit is required.
- C. Prior to commencement of grading, the permittee shall submit for review and approval by the Executive Director final landscaping plans for all common areas of the site. The plans shall be modified in accordance with the requirements of the special conditions of this permit. The permittee shall undertake development in accordance with the approved final plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.
- D. The applicable covenants, conditions and restrictions (CC&R's) required by Special Condition 5 shall require that all landscaping be consistent with the landscaping guidelines approved by the Executive Director. The landscape requirements of this special condition shall be incorporated directly into the CC&R's.

11. Permanent Drainage and Polluted Runoff Control Plan

A. *Prior to issuance of the Coastal Development Permit*, the applicant shall submit to the Executive Director, two (2) copies of a final Drainage and Runoff Control Plan for

the post-construction project site, prepared by a licensed civil engineer or qualified licensed professional. The Plan shall include detailed drainage and runoff control plans with supporting calculations. The plans shall incorporate Best Management Practices (BMPs) including site design, source control and treatment control measures designed to reduce, to the maximum extent practicable, the volume, velocity and pollutant load of stormwater and dry weather runoff leaving the developed site. The consulting licensed civil engineer or qualified licensed professional shall certify in writing that the final Drainage and Runoff Control Plan is in substantial conformance with the following minimum requirements:

- (1) The plan shall demonstrate the use of distributed small-scale controls or integrated Best Management Practices (BMPs) that serve to minimize alterations to the natural pre-development hydrologic characteristics and conditions of the site, and effectively address pollutants of concern.
- (2) Post-development peak runoff rate and average volume from the site shall be maintained at levels similar to pre-development conditions.
- (3) Selected BMPs shall consist, or primarily consist, of site design elements and/or landscape based systems or features that serve to maintain site permeability, avoid directly connected impervious area and/or retain, infiltrate, or filter runoff from rooftops, driveways and other hardscape areas, where feasible. Examples of such features include but are not limited to porous pavement, pavers, rain gardens, vegetated swales, infiltration trenches, cisterns.
- (4) Landscaping materials shall consist primarily of native or other low-maintenance plant selections which have low water and chemical treatment demands. An efficient irrigation system designed based on hydrozones and utilizing drip emitters or micro-sprays or other efficient design shall be utilized for any landscaping requiring water application.
- (5) All slopes shall be stabilized in accordance with provisions contained in the Landscaping and/or Interim Erosion and Sediment Control Condition for this Coastal Development Permit.
- (6) Runoff shall be discharged from the developed site in a non-erosive manner. Energy dissipating measures shall be installed at the terminus of outflow drains where necessary. The consulting engineer shall provide plan details and cross sections for any rock rip-rap and/or other energy dissipating devices or structures associated with the drainage system. The drainage plans shall specify, the location, dimensions, cubic yards of rock, etc. for the any velocity reducing structure with the supporting calculations showing the sizing requirements and how the device meets those sizing requirements. The engineer shall certify that the design of the device minimizes the amount of rock and/or other hardscape necessary to meet the sizing requirements.
- (7) Post-construction structural BMPs (or suites of BMPs) shall be designed to treat, infiltrate or filter the amount of stormwater runoff produced by all storms up to and including the 85th percentile, 24-hour storm event for volume-based

BMPs, and/or the 85th percentile, 1-hour storm event, with an appropriate safety factor (i.e., 2 or greater), for flow-based BMPs.

- (8) All BMPs shall be operated, monitored, and maintained in accordance with manufacturer's specifications where applicable, or in accordance with well recognized technical specifications appropriate to the BMP for the life of the project and at a minimum, all structural BMPs shall be inspected, cleaned-out, and where necessary, repaired prior to the onset of the storm season (October 15th each year) and at regular intervals as necessary between October 15th and April 15th of each year. Debris and other water pollutants removed from structural BMP(s) during clean-out shall be contained and disposed of in a proper manner.
- (9) Final drainage plans shall be approved by the project consulting geotechnical engineer.
- (10) Should any of the project's surface or subsurface drainage/filtration structures or other BMPs fail or result in increased erosion, the applicant/landowner or successor-in-interest shall be responsible for any necessary repairs to the drainage/filtration system or BMPs and restoration of the eroded area. Should repairs or restoration become necessary, prior to the commencement of such repair or restoration work, the applicant shall submit a repair and restoration plan to the Executive Director to determine if an amendment or new coastal development permit is required to authorize such work.
 - B. The final Drainage and Runoff Control Plan shall be in conformance with the site/ development plans approved by the Coastal Commission. Any changes to the Coastal Commission approved site/development plans required by the consulting licensed civil engineer, or qualified licensed professional, or engineering geologist shall be reported to the Executive Director. No changes to the Coastal Commission approved final site/development plans shall occur without an amendment to the coastal development permit, unless the Executive Director determines that no amendment is required.
 - C. It is the permittee's responsibility to maintain the drainage system and the associated structures and BMPs according to manufacturer's specifications. As soon as a homeowner's association (HOA) or similar entity is created, responsibility to maintain the drainage system and the associated structures and BMPs according to manufacturer's specifications shall be transferred to the HOA.
 - D. The applicable covenants, conditions and restrictions (CC&R's) required by Special Condition 5 shall require that all development be carried out in accordance with the Permanent Drainage and Polluted Runoff Control Plan approved by the Executive Director.

12. Interim Erosion Control Plans and Construction Responsibilities

A. **Prior to the issuance of the Coastal Development Permit**, the applicant shall submit to the Executive Director an Interim Erosion Control and Construction Best Management Practices plan, prepared by licensed civil engineer or qualified water quality professional. The consulting civil engineer/water quality professional shall certify in writing that the Interim Erosion Control and Construction Best Management Practices (BMPs) plan is in conformance with the following requirements:

- 1. Erosion Control Plan
- (a) The plan shall delineate the areas to be disturbed by grading or construction activities and shall include any temporary access roads, staging areas, stockpile areas, and location of construction fencing and temporary job trailers. The natural areas on the site shall be clearly delineated on the plan and on-site with fencing or survey flags. The plan shall depict that all fencing/staking is outside of the wetland buffers.
- (b) Include a narrative report describing all temporary run-off and erosion control measures to be used during construction.
- (c) The plan shall identify and delineate on a site or grading plan the locations of all temporary erosion control measures.
- (d) The plan shall specify that should grading take place during the rainy season (November 1 – March 31) the applicant shall install or construct temporary sediment basins (including debris basins, desilting basins or silt traps); temporary drains and swales; sand bag barriers; silt fencing; stabilize any stockpiled fill with geofabric covers or other appropriate cover; install geotextiles or mats on all cut or fill slopes; and close and stabilize open trenches as soon as possible. No grading in Devereux Creek or within the 50 ft. buffer area shall take place from November 1 to March 31.
- (e) The erosion control measures shall be required on the project site prior to or concurrent with the initial grading operations and maintained throughout the development process to minimize erosion and sediment from runoff waters during construction. All sediment should be retained on-site, unless removed to an appropriate, approved dumping location either outside of the coastal zone or within the coastal zone to a site permitted to receive fill.
- (f) The plan shall also include temporary erosion control measures should grading or site preparation cease for a period of more than 30 days, including but not limited to: stabilization of all stockpiled fill, access roads, disturbed soils and cut and fill slopes with geotextiles and/or mats, sand bag barriers, silt fencing; temporary drains and swales and sediment basins. The plans shall also specify that all disturbed areas shall be seeded with native grass species and include the technical specifications for seeding the disturbed areas. These temporary erosion control measures shall be monitored and maintained until grading or construction operations resume.
- 2. Construction Best Management Practices

- (a) No demolition or construction materials, debris, or waste shall be placed or stored where it may enter sensitive habitat, wetlands, receiving waters or a storm drain, or be subject to wave, wind, rain, or tidal erosion and dispersion.
- (b) No demolition or construction equipment, materials, or activity shall be placed in or occur in any location that would result in impacts to environmentally sensitive habitat areas, streams, wetlands or their buffers.
- (c) Any and all debris resulting from demolition or construction activities shall be removed from the project site within 24 hours of completion of the project.
- (d) Demolition or construction debris and sediment shall be removed from work areas each day that demolition or construction occurs to prevent the accumulation of sediment and other debris that may be discharged into coastal waters.
- (e) All trash and debris shall be disposed in the proper trash and recycling receptacles at the end of every construction day.
- (f) The applicant shall provide adequate disposal facilities for solid waste, including excess concrete, produced during demolition or construction.
- (g) Debris shall be disposed of at a legal disposal site or recycled at a recycling facility. If the disposal site is located in the coastal zone, a coastal development permit or an amendment to this permit shall be required before disposal can take place unless the Executive Director determines that no amendment or new permit is legally required.
- (h) All stock piles and construction materials shall be covered, enclosed on all sides, shall be located as far away as possible from drain inlets and any waterway, and shall not be stored in contact with the soil.
- (i) Machinery and equipment shall be maintained and washed in confined areas specifically designed to control runoff. Thinners or solvents shall not be discharged into sanitary or storm sewer systems.
- (j) The discharge of any hazardous materials into any receiving waters shall be prohibited.
- (k) Spill prevention and control measures shall be implemented to ensure the proper handling and storage of petroleum products and other construction materials. Measures shall include a designated fueling and vehicle maintenance area with appropriate berms and protection to prevent any spillage of gasoline or related petroleum products or contact with runoff. The area shall be located as far away from the receiving waters and storm drain inlets as possible.
- (I) Best Management Practices (BMPs) and Good Housekeeping Practices (GHPs) designed to prevent spillage and/or runoff of demolition or construction-related materials, and to contain sediment or contaminants associated with demolition or construction activity, shall be implemented prior to the on-set of such activity
- (m) All BMPs shall be maintained in a functional condition throughout the duration of construction activity.

B. The final Interim Erosion Control and Construction Best Management Practices plan, shall be in conformance with the site/ development plans approved by the Coastal Commission. Any changes to the Coastal Commission approved site/development plans required by the consulting civil engineer/water quality professional shall be reported to the Executive Director. No changes to the Coastal Commission approved final site/development plans shall occur without an amendment to the coastal development permit, unless the Executive Director determines that no amendment is required.

13. Fuel Modification Program and Vegetation Management Plan

- A. All fuel modification shall be consistent with the requirements of this permit and the final vegetation management plan submitted for review and approval of the Executive Director pursuant to subpart B of this condition, consistent with the following:
 - (1) The permittee shall submit a final vegetation management plan approved or reviewed by the Fire Department that identifies landscape that can be planted that would minimize or eliminate the need for annual mowing and/or vegetation clearance within the approximately 3.4 acre revegetation area (to also include former children's play area) and the wetlands and associated buffers.
- B. Prior to commencement of construction, the permittee shall submit a final vegetation management plan for the development for review and approval by the Executive Director which shall be consistent with the requirements outlined above. The final vegetation management plan and relevant development plans shall have received final approval from the relevant fire authority and the submittal shall include written evidence of said approval. The vegetation management plan shall include a statement which states that any changes to the plan, including any changes required by the relevant fire authority or other resource agencies, shall be reported to the Executive Director of the Coastal Commission, and shall require an amendment to this permit or a new coastal development permit prior to implementation of changes unless the Executive Director of the Coastal Commission determines that no amendment or new permit is required.
- C. The permittee shall undertake development in accordance with the approved final plan. Any proposed changes to the approved final plan shall be reported to the Executive Director. No changes to the approved final plan shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.

14. Lighting Restriction

A. The only outdoor night lighting allowed on the subject parcel is limited to the following:

- (1) The minimum necessary to light walkways used for entry and exit to the structures, including parking areas on the site. This lighting shall be limited to fixtures that do not exceed two feet in height above finished grade, are directed downward and generate the same or less lumens equivalent to those generated by a 60 watt incandescent bulb, unless a greater number of lumens is authorized by the Executive Director.
- (2) Security lighting attached to the buildings shall be controlled by motion detectors and is limited to same or less lumens equivalent to those generated by a 60 watt incandescent bulb.
- (3) The minimum necessary to light the entry area to the driveway with the same or less lumens equivalent to those generated by a 60 watt incandescent bulb.

B. No lighting around the perimeter of the site and no lighting for aesthetic purposes is allowed.

C. The permittee shall undertake development in accordance with the approved final plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.

D. The covenants, conditions and restrictions (CC&R's) required by **Special Condition 5** shall require that all lighting be consistent with the lighting plans approved by the Executive Director. The lighting requirements of this special condition shall be incorporated directly into the CC&R's.

15. <u>Structural Appearance</u>

A. **Prior to issuance of the Coastal Development Permit**, the applicant shall submit for the review and approval of the Executive Director, a color palette and material specifications for the outer surface of all structures authorized by the approval of this Coastal Development Permit. The palette samples shall be presented in a format not to exceed $8\frac{1}{2}$ " x 11" x $\frac{1}{2}$ " in size. The palette shall include the colors proposed for the roofs, trims, exterior surfaces, driveways, retaining walls, and other structures authorized by this permit. Acceptable colors shall be limited to colors compatible with the surrounding environment (earth tones) including shades of green, brown and gray with no white or light shades and no bright tones. All windows shall be comprised of non-glare glass.

B. The approved structures shall be colored with only the colors and window materials authorized pursuant to this special condition. Alternative colors or materials for future repainting or resurfacing or new windows may only be applied to the structures authorized by this Coastal Development Permit if such changes are specifically authorized by the Executive Director as complying with this special condition.

C. The covenants, conditions and restrictions (CC&R's) required by **Special Condition 5** shall require that all lighting be consistent with the lighting plans approved by the

Executive Director. The lighting requirements of this special condition shall be incorporated directly into the CC&R's.

16. Open Space Conservation Easement

A. No development, as defined in Section 30106 of the Coastal Act, activities shall occur outside of the approved development area, within the portion of the property identified as the "open space conservation easement area", as generally shown in **Exhibit 29** except for:

- (1) Construction and (upon securing any necessary coastal development permit) maintenance of the pedestrian trails, pedestrian bridges, benches, interpretive signs, utility and sewer connections, and habitat restoration approved by the Commission in this coastal development permit and as generally shown on Exhibit 29.
- (2) Fuel modification required by the City of Goleta or County of Santa Barbara Fire Department undertaken in accordance with the final approved fuel modification plan approved pursuant to Special Condition 13, Fuel Modification Program, or other fuel modification plans required and approved by the Commission pursuant to a different CDP(s) issued by the Commission;
- (3) Drainage and polluted runoff control activities required and approved pursuant to:
 - a. The drainage and runoff control plans approved pursuant to **Special Condition 11, Permanent Drainage and Runoff Control Plan,** of this permit; and
 - b. The landscaping and erosion control plans approved pursuant to Special Condition 12, Interim Erosion Control Plan & Construction Responsibilities, Special Condition 10, Landscaping Plan, and Special Condition 13, Fuel Modification Program of this permit;
- (4) Planting of native vegetation and other restoration activities, if approved by the Commission as an amendment to this coastal development permit or a new coastal development permit;
- (5) If approved by the Commission pursuant to this permit, as an amendment to this coastal development permit or a new coastal development permit,
 - a. construction and maintenance of public hiking trails; and
 - b. construction and maintenance of roads, trails, and utilities consistent with existing easements.
- B. *Prior to issuance of the Coastal Development Permit*, the applicant shall execute and record a document in a form and content acceptable to the Executive Director, granting to the City of Goleta, on behalf of the people of the State of California an open space conservation easement over the "open space conservation easement area" described above, for the purpose of habitat protection. The recorded easement document shall include a formal legal description of the entire property;

and a metes and bounds legal description and graphic depiction, prepared by a licensed surveyor, of the open space conservation easement area, as generally shown on **Exhibit 29**. The recorded document shall reflect that no development shall occur within the open space conservation easement area except as otherwise set forth in this permit condition. The grant of easement shall be recorded free of prior liens and encumbrances (other than existing easements for roads, trails, and utilities) which the Executive Director determines may affect the interest being conveyed, and shall run with the land in favor of the MRCA on behalf of the people of the State of California, binding all successors and assigns

17. Herbicide Use

Herbicides shall not be used in any open water areas on the project site. Herbicide use in upland areas shall be restricted to the use of Glyphosate Aquamaster[™] (previously Rodeo[™]) herbicide for the elimination of non-native and invasive vegetation for purposes of habitat restoration only. The environmental resource specialist shall conduct a survey of the project site each day prior to commencement of vegetation removal and eradication activity involving the use of herbicide to determine whether any native vegetation is present. Native vegetation to be retained shall be clearly delineated on the project site with fencing or survey flags and protected. In the event that non-native or invasive vegetation to be removed or eradicated is located in close proximity to native riparian vegetation or surface water, the applicant shall either: (a) remove non-native or invasive vegetation by hand (Arundo donax shall be cut to a height of 6 inches or less, and the stumps painted with Glyphosate Roundup[™] herbicide), or (b) utilize a plastic sheet/barrier to shield native vegetation or surface water from any potential overspray that may occur during use of herbicide. In no instance shall herbicide application occur if wind speeds on site are greater than 5 mph or 48 hours prior to predicted rain. In the event that rain does occur, herbicide application shall not resume again until 72 hours after rain.

18. Agency Approvals

Prior to issuance of Coastal Development Permit, the applicant shall submit, for the review and approval of the Executive Director, evidence of final required approvals from State or Federal Agencies, including from the Army Corps of Engineers, or evidence that no such approval is required.

19. Future Development Restriction

This permit is only for the development described in this Coastal Development Permit. Pursuant to Title 14 California Code of Regulations section 13250(b)(6) and 13253(b)(6), the exemptions otherwise provided in Public Resources Code section 30610(a) and (b) shall not apply to the development governed by this Coastal Development Permit. Accordingly, any future structures, future improvements, or change of use to the permitted structures authorized by this permit, including but not limited to, any grading, clearing or other disturbance of vegetation other than as

provided for in the approved plans prepared pursuant to **Special Condition 9**, **Final Revegetation Plan**, **Special Condition 10**, **Landscaping**, **and Special Condition 13**, **Fuel Modification Program**, shall require an amendment to this Coastal Development Permit from the Commission or shall require an additional coastal development permit from the Commission or from the applicable certified local government.

IV. FINDINGS AND DECLARATIONS

The Commission hereby finds and declares:

A. PROJECT DESCRIPTION AND BACKGROUND

1. Project Location and Setting

The subject property consists of a 14.46 acre site located just north of Hollister Avenue and west of Las Armas Road in the City of Goleta, County of Santa Barbara (Exhibits 1-2). The property is currently undeveloped and vacant. Sandpiper Golf Course is located on the adjacent property to the south and the Ellwood School is located on the adjacent property to the east on the other side of Las Armas Road. The Union Pacific Railroad right-of-way and tracks are located directly to the north of the site, with Highway 101 to the north of the tracks. (Exhibits 1-3)

The project area is located within the Devereux Creek Watershed which is bounded by the foothills of the Santa Ynez Mountains to the north, Storke Road and Isla Vista to the east, the Pacific Ocean to the south, and Ellwood Canyon to the west. Within the watershed, stormwater runoff drains from the foothill area downstream towards U.S. Highway 101 via natural tributaries of Devereux Creek. Storm drains convey water under U.S. Highway 101 and the Southern Pacific Railroad tracks through culverts. South of Hollister Avenue, storm flows pass through Sandpiper Golf Course and residential development via natural drainage channels that flow to the main east-west branch of Devereux Creek. Devereux Creek runs through Santa Barbara Shores, Ellwood Mesa, Ocean Meadows Golf Course, and the Coal Oil Point Reserve. South of Ocean Meadows Golf Course, Devereux Creek empties into Devereux Slough. (Exhibit 1)

The project site is bisected by Devereux Creek, which runs north to south roughly through the middle of the site. Elevations on the subject site range from 92 to 120 feet above mean sea level. The project area includes native and non-native habitat resources. Habitat types include non-native grassland (with scattered shrubs), intermittent patches of native grasses, eucalyptus groves, wetlands, and minimal riparian vegetation with predominantly sage scrub along Devereux Creek. Non-native annual grassland is the most abundant habitat in on the property. The patches of native grasses vary in density and cover and are intermixed with introduced grasses and forbs.

2. <u>Project Description</u>

The proposed project includes: (1) subdivision of a single, 14.46 acre parcel for condominium purposes to provide for 101 residential units, associated infrastructure, and common open space, (2) construction of a 101-unit residential condominium project totaling 139,469 sq. ft. of building coverage, 95,628 sq. ft. of streets, sidewalks, driveways, parking areas, and other hardscape areas, attached garages, decks, courtyards, utilities, a six foot high retaining/soundwall adjacent to the railroad tracks, removal of 87 eucalyptus trees and 8 cypress trees, removal of non-native plants and revegetation of Devereux Creek, road and sidewalk improvements along Hollister Avenue, a tot lot/children's play area, dedication of approximately 3.5 acres of open space for habitat enhancement and restoration/revegetation, 492 linear feet of creek desilting and stabilization (733 cu. yds. cut and 262 cu. yds of rock fill), and 41,950 cu. yds of grading (21,050 cu. yds. cut and 20,900 cu. yds fill), and (3) a development agreement between the City of Goleta and Oly Chadmar Sandpiper General Partnership dated May 19, 2009 regarding the proposed project. (Exhibits 1-32)

Residential Units

The proposed 101 residential units will be comprised of 42 separate buildings with a total gross floor area of 215,915 to 217,067 sq. ft. (Exhibits 13-25) The residences will be arranged around two 28-foot wide loop road configurations on each side of Devereux Creek, one accessed from Hollister Avenue on the west and one accessed from Las Armas Road to the east. (Exhibit 4) Seven residential two-story building design types are proposed. Each unit will have a private outdoor area, equal to about 8% of the site.

The proposed 101 units will include: 38 three-bedroom single-family residences, 4 detached three bedroom single-family residences, 34 two to four-bedroom townhouse units, 2 detached two and three bedroom townhouse units, 17 one to three-bedroom townhouse carriage units, 6 studio units. The height of each of the buildings will range from 26.5 ft. to a maximum of 27 ft.

| Unit Type | Jnit Count Gross Floor Area | | Garage Sq. Footage | |
|--------------------------------|-----------------------------|-------|-----------------------|--|
| Three-Bedroom* SFR | 19 | 2,981 | 576 | |
| Three-Bedroom* SFR Detached | 3 | 2,981 | 576 | |
| Three-Bedroom SFR | 19 | 2,612 | 543 | |
| Three-Bedroom SFR Detached | 1 | 2,612 | 543 | |
| Three-Bedroom* TH | 17 | 2,324 | 415 | |
| Two-Bedroom* TH | 12 | 1,834 | 412 | |
| Two-Bedroom*TH Detached | 2 | 1,834 | 412 | |

| Two-Bedroom*TH Carriage | 9 1,365/1,493 | | 225 |
|--|---------------|-----------------|--------|
| Two-Bedroom TH Carriage (affordable) | 2 | 1,365 | 225 |
| One-Bedroom TH Carriage | 3 | 764 | 225 |
| Studio TH Carriage | 1 | 570 | 0 |
| One-Bedroom T.H. Carriage (affordable) | 3 | 764 | 225 |
| Studio TH Carriage (affordable) | 5 | 570 | 0 |
| Total | 101 units | 215,915/217,067 | 42,240 |

T.H. = Townhouse

S.F.R.= Single-family residence

* 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 which would result in the addition of 128 sq. ft. if the option is selected, for a total unit size of 1,493 sq. ft. and up to an additional 1,152 sq. ft. of total project gross floor area.

The project also includes several affordable units, consisting of: five studio units affordable to moderate income households (80-120% of median income), three 1-bedroom units (affordable to households earning 120 to 200% of the median income) and two 2-bedroom units (affordable to households earning 120 to 200% of the median income). These ten affordable units are proposed to be subject to a 55-year resale restriction.

A total of 218 parking spaces are proposed, including 173 enclosed and 45 on-street spaces, for residents and visitors (not including garage and driveway spaces). All market-rate single-family residences and townhouse units would include a 2-car attached garage. Two-bedroom and one-bedroom carriage house units include a 1-car attached garage. (Exhibits 14-21)

The project site is bisected by a western branch of Devereux Creek. The project includes pedestrian pathways along both sides of the creek, with interpretive signs and benches, as well as two pedestrian bridges over the creek. One pedestrian bridge will be located across the middle of the site, over Devereux Creek, to provide pedestrian access across the creek from the east side of the site to the west side of the site. (Exhibits 4 & 6) A second pedestrian bridge will be located across the creek on the northern boundary of the site, connecting the pedestrian pathway proposed along the northern property boundary of the site, adjacent to and south of the northern property boundary. Each pedestrian bridge will consist of a 10-ft. wide pre-fabricated clear span bridge. Additionally, a perimeter sidewalk is proposed to parallel Hollister Avenue and Las Armas Road within the public right of way. The northern property boundary will include a 6 ft. high sound wall, as measured from finished grade. The project also

children's play area/tot lot on the western side of the creek adjacent to Hollister Avenue. (Exhibit 4)

The applicant has proposed a Vegetation Enhancement Plan (VEP) that includes wetland and grassland protection, as well as creek corridor revegetation and restoration to remove non-native plants and re-plant native non-invasive plants. (Exhibits 7-12) A 100 ft. buffer is proposed for all wetland areas onsite. Additionally, the project would provide a minimum 50 ft. buffer from the top of bank along the creek corridor on each side of Devereux Creek. However, 75% of the creek buffer would be in excess of 100 ft. The creek buffer on the west side of the creek varies from 51 to 301 feet and the buffer on the east side of the creek ranges from 100 feet to 218 feet. (Exhibits 5 and 7) Additionally, the applicant proposes to remove approximately 200 invasive eucalyptus trees and plant Coast live oak (Quercus agrifolia) and California sycamore (*Platanus racemosa*).

The watershed above the end of the channel is approximately 40 acres in size and includes a portion of the railroad corridor, Highway 101, and a portion of the Winchester Commons housing tract. Runoff from these areas is conveyed under Calle Real, Highway 101, and the railroad tracks via 36" diameter culverts. Due to erosion occurring along the railroad corridor, runoff from Winchester Commons and the highway do not currently flow to the Devereux Creek channel through the subject site. The culvert under the railroad tracks and entrance to the creek channel has silted in and no longer allows for runoff from the railroad, Highway 101, and Winchester Commons to flow in its historic direction down the creek channel. As a result, runoff from these areas does not flow through Devereux Creek on the project site, but flows westerly along the railroad, resulting in ponding.

The applicant proposes modifications to the creek to allow for future flows of water through Devereux Creek should UPRR correct the drainage at the railroad tracks to allow for water to flow through the subject site. The applicant proposes to excavate 733 cu. yds. within the creek area, from the northern property boundary southward along 492 linear feet of the creek in order to restore the grade of the creek to allow for potential water flows. The applicant proposes to stabilize the creek banks and place loose rock and native plantings. One layer of ungrouted 2-ton boulder is proposed. The total creek disturbance for replanting and placement of rock is 1.2 acres (52,272 sq. ft.). (Exhibits 27-29). A minimum 50 ft. set back from the top of the bank on both sides of the creek is proposed, with 75% of the buffer greater than 100 ft. The project includes the removal of non-native plants from the channel, including coyote brush, and replacing the vegetation with non-invasive native species. Because the creek channel does not currently support riparian habitat, the applicant proposes to restore the creek with a mix of native riparian species and upland species, further explained in Section B., below, and to direct the drainage on the property towards Devereux Creek.

3. <u>City of Goleta Incorporation</u>

Prior to the City of Goleta's incorporation in 2002, the area within what is now the City's coastal zone was subject to the County of Santa Barbara's Local Coastal Program (LCP). The County's LCP was certified in 1982 and amended in 1994 to certify the Goleta Community Plan, including all areas that now comprise the City of Goleta within the coastal zone.

Though the City of Goleta has adopted the applicable planning documents for the purposes of municipal incorporation, the City has not submitted Land Use Plan (LUP) or Implementation (IP) documents for certification since the time of incorporation. Therefore there is no effective LCP for the coastal zone portion of the City of Goleta. The subject applications are located within the City of Goleta and have been submitted as Coastal Development Permits directly to the Commission.

4. Past Commission Action

In January 2002, the County of Santa Barbara Board of Supervisors approved a Tentative Tract Map (TM) for the division for the 14.46 acre subject site into one parcel for condominium purposes for the development of a new 109 unit residential community (Tentative TM 14,451 and 99-DP-051). An appeal (A-4-STB-02-030) of the County's action was filed by the Urban Creeks Council, during the appeal period, on February 4, 2002, and the Environmental Defense Center on behalf of the Citizens for Goleta Valley, during the appeal period on February 14, 2002. Staff recommended that the appeal raise substantial issue with respect to the protection of native grasslands, riparian areas, and wetlands. However, the appeal of that project was subsequently withdrawn by appellants on March 5, 2002.

A subsequent appeal (A-4-STB-02-145) was filed on June 10, 2002 by the City of Goleta, Margaret Connell, Jean Blois, Cynthia Brock, Jack Hawxhurst, and Jonny Wallis, as individuals and residents of the City of Goleta after the County's ministerial determination to clear the final Vesting Tentative Tract Map for recording pursuant to CDP. No. 01CDP-00000-00150, approved by the County in January 2002. The Commission found no substantial issue at the July 11, 2002 Commission hearing.

5. <u>Development Agreement Review</u>

The subject application includes the request for the Commission's approval of a development agreement. The applicant has submitted a development agreement between the City of Goleta and the applicant, Oly Chadmar Sandpiper General Partnership, pursuant to the authority of Sections 65864 et seq. of the Government Code. (Exhibit 32) California Government Code Sections 65864-65869.5 authorizes any city, county, or city and county, to enter into a development agreement with any person having a legal or equitable interest in real property for the development of property owned by that entity. A development agreement specifies the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes.

According to Government Code Section 65865.2, the development agreement "...may include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement." The agreement may provide that construction shall be commenced within a specified time and that the project or any phase thereof be completed within a specified time and may also include terms and conditions relating to applicant financing of necessary public facilities and subsequent reimbursement over time." Government Code Section 65866 states further that, "...[u]nless otherwise provided by the development agreement, rules, regulations, and official policies governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the property subject to a development agreement, shall be those rules, regulations, and official policies in force at the time of execution of the agreement. A development agreement shall not prevent a city, county, or city and county, in subsequent actions applicable to the property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor shall a development agreement prevent a city, county, or city and county from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations, and policies."

However, pursuant to Section 65869 "...[a] development agreement shall not be applicable to any development project located in an area for which a local coastal program is required to be prepared and certified pursuant to the requirements of Division 20 (commencing with Section 30000) of the Public Resources Code, unless: (1) the required local coastal program has been certified as required by such provisions prior to the date on which the development agreement is entered into, or (2) in the event that the required local coastal program has not been certified, the California Coastal Commission approves such development agreement by formal commission action." Since the City of Goleta does not have a certified local coastal program, any development agreement that pertains to property within the City's coastal zone must be approved by the Commission. Thus, the applicant has submitted the subject development agreement.

The development agreement pertains to the same project that was submitted for approval as part of the subject coastal development permit application. The development agreement incorporated several local government actions related to the proposed development project, including ordinances, resolutions, CEQA approvals, and local permit approvals and conditions. As part of the Haskell's Landing Project, the City of Goleta approved the development agreement, in addition to two General Plan amendments, a Vesting Tentative Tract Map, a Final Development Plan and Road Naming. Although the development agreement purports to vest certain planning documents, those vested components pertain to local planning only and do not constitute any Local Coastal Plan (LCP) documents certified pursuant to the Coastal Act. Further, the development agreement does not bind the Commission, nor does it

restrict what may or may not be approved by the Commission under any subsequent coastal development permit or coastal development permit amendment for development on the subject property pursuant to the Coastal Act. Here, the development agreement concerns the project described herein which is the subject of the coastal development permit application before the Commission. Thus, since the development agreement concerns the same project, the development agreement will not be discussed separately below. The development agreement is included as the project description and the findings below will be applicable to the project as a whole.

B. ENVIRONMENTALLY SENSITIVE HABITAT AREA (ESHA) AND BIOLOGICAL RESOURCES

Section 30230 of the Coastal Act states:

Marine resources shall be maintained, enhanced, and where feasible, restored. Special protection shall be given to areas and species of special biological or economic significance. Uses of the marine environment shall be carried out in a manner that will sustain the biological productivity of coastal waters and that will maintain healthy populations of all species of marine organisms adequate for long-term commercial, recreational, scientific, and educational purposes.

Section 30231 of the Coastal Act states that:

The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams.

Coastal Act Section 30240 affords protection of environmentally sensitive habitat areas as follows:

(a) Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on those resources shall be allowed within those areas.

(b) Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade those areas, and shall be compatible with the continuance of those habitat and recreation areas.

Section 30121 of the Coastal Act states:

'Wetland' means lands within the coastal zone which may be covered periodically or permanently with shallow water and include saltwater marshes, freshwater marshes, open or closed brackish water marshes, swamps, mudflats, and fens. Section 13577(b) of Title 14 of the California Code of Regulations defines wetlands as follows:

Wetlands are lands where the water table is at, near or above the land surface long enough to promote the formation of hydric soils or to support the growth of hydrophytes, and shall also include those types of wetlands where vegetation is lacking and soil is poorly developed or absent as a result of frequent or drastic fluctuations of surface water levels, wave action, water flow, turbidity or high concentrations of salt or other substances in the substrate. Such wetlands can be recognized by the presence of surface water or saturated substrate at some time during each year and their location within, or adjacent to, vegetated wetlands or deep water habitats.

Section 30236 of the Coastal Act states, in relevant part:

Channelizations, dams, or other substantial alterations of rivers and streams shall incorporate the best mitigation measures feasible, and be limited to (I) necessary water supply projects, (2) flood control projects where no other method for protecting existing structures in the floodplain is feasible and where such protection is necessary for public safety or to protect existing development, or (3) developments where the primary function is the improvement of fish and wildlife habitat.

Sections 30231 of the Coastal Act requires that the biological productivity and the quality of coastal waters and streams be maintained and, where feasible, restored through among other means, minimizing adverse effects of water discharge and entrainment, controlling runoff, preventing depletion of groundwater supplies and substantial interference with surface water flows, maintaining natural buffer areas that protect riparian habitats, and minimizing alteration of natural streams. In addition, Section 30230 of the Coastal Act mandate that marine resources and coastal water quality shall be maintained and where feasible restored, protection shall be given to areas and species of special significance, and that uses of the marine environment shall be carried out in a manner that will sustain biological productivity of coastal waters. Further, Section 30240 of the Coastal Act states that environmentally sensitive habitat areas shall be protected and that development within or adjacent to such areas must be designed to prevent impacts which could degrade those resources. Section 30236 allows for alterations to streambeds when required for flood control projects where no other less damaging alternative is feasible and when necessary to protect public safety or existing development.

As stated previously, the applicants are proposing the subdivision of a single 14.46 acre parcel for condominium purposes to provide for 101 residential units, associated infrastructure, and common open space, (2) construction of a 101-unit residential condominium project totaling 139,469 sq. ft. of building coverage, 215,547 sq. ft. of building area, 95,628 sq. ft. of streets, sidewalks, driveways, parking areas, and other hardscape areas, attached garages, decks, courtyards, utilities, a six foot high retaining/soundwall adjacent to the railroad tracks, phased removal of approximately 200 non-native/invasive eucalyptus trees and 8 cypress trees, removal of non-native plants and revegetation of Devereux Creek, 492 linear feet of creek desilting and

stabilization (733 cu. yds. cut and 262 cu. yds of rock fill), Hollister Avenue roadway improvements and sidewalk improvements, a tot lot/children's play area, dedication of approximately 3.5 acres open space for habitat restoration, and 41,950 cu. yds of grading (21,050 cu. yds. cut and 20,900 cu. yds fill).

Six habitat types occur on the site, all of which are composed of various mixtures of native and introduced plant species. These habitat types include non-native grassland (with scattered shrubs), native grasses, eucalyptus woodland, seasonal wetlands, limited riparian vegetation with mostly upland species along Devereux Creek, and small patches of coastal scrub near the railroad tracks. The majority of the site is upland in nature and includes the eucalyptus woodlands, non-native grasses, and native grasses. While the site has been highly disturbed by previous agricultural operations and, more recently, mowing, patches of native grasses remain on the site. These patches of native grasses and forbs. Other areas of the site are completely dominated by the introduced grasses and forbs.

1. Devereux Creek

The project site is bisected by Devereux Creek, running roughly north to south. Although Devereux Creek is in name a creek, historical photographs indicate that the extent of riparian habitat or typical creek habitat features have limited in nature, as depicted in a historical aerial photograph from 1928, Exhibit 31. The creek is an ephemeral drainage and is dry during most of the year. Construction of the railroad tracks in the late 19th century were located across Devereux Creek, adjacent to the northern property boundary, and cut off any historic flows or watershed connection that may have existed north of the railroad tracks at some point prior to 1928. The connection was cut off due to the fact that the corridor for the railroad tracks was excavated to an elevation that is lower than the project site, preventing water from flowing southward. The historical aerial photograph depicts a portion of the creek north of the railroad tracks. However, the northern portion of the creek does not show extensive vegetative cover and only extends for a short stretch and then turns into unvegetated erosive features adjacent to former agricultural fields. The residential development, Winchester Commons, is now located on that property and no riparian community is present.

Thus, because the historical alignment of the creek has been altered as a result of the blocked culvert on the northern boundary of the site at the UPRR property, vegetation along the creek and creek channel consists mostly of transitional upland species found in the adjacent grasses and coastal scrub, such as eucalyptus, coyote bush, California brome, ripgut brome, Italian thistle, Italian ryegrass, harding grass, smilo grass, soft chess, and several other grasses and forbs. The creek does not support a riparian habitat or contain any sensitive species, according to biological surveys conducted on the site since 2000. A single red-legged frog was found in September 2001 at the plunge pool associated with the culvert under highway 101 between the highway and the parallel railroad tracks. Since then, no other sensitive species have been found in

the vicinity despite surveys between 2002 and 2008. More recently, a October 2009 study found no red-legged frogs in Devereux Creek or near the northern railroad tracks in the plunge pool. (Rathbun, 2009) Further, the Commisson's biologist, Dr. Jonna Engel, conducted a site visit in August 2010 and found no riparian vegetation communities and no sensitive habitat. Therefore, the creek is not considered to contain ESHA and does not provide habitat for any sensitive species. However, the applicant has proposed to restore the creek and provide a minimum 50 ft. set back from the top of the bank on both sides of the creek is proposed, with 75% of the buffer greater than 100 ft. Further, as described in detail below, **Special Condition 9**, Final Habitat restoration program within an approximately 3.5 acre open space area, which includes Devereux Creek.

Devereux Creek does not currently accommodate natural creek flows because the 101 highway, railroad tracks, and the Winchester Commons residential development have permanently prevented any natural drainage flows to the subject site. Any hydrology currently coming from the north as a result of drainage coming from the Winchester Commons subdivision is retained at the railroad tracks. As a result, the limited hydrology coming from the subdivision hits the tracks and moves west along them for a brief time before evaporating or infiltrating into the soils. The result of this hydrology is a very small amount of riparian habitat consisting of a few willow saplings and some grasses. Any connection with the current drainage at the UPRR culvert would require grading work and structural modifications by the railroad company within their off-site right-of-way to enable any runoff to flow to the project site. However, the applicant has proposed to alter the creek to allow the site to accommodate future runoff water flows from development to the north, including Winchester Commons and the 101 freeway, if UPRR makes future modifications to allow for runoff flows. In addition to changing the grade of the creek to allow southward movement of water, the applicant has proposed to revegetate the creek corridor area, remove non-native species, and include a 50 ft. buffer around Devereux Creek in order to accommodate any future runoff flows and to accommodate the drainage from the proposed development project.

2. <u>Proposed Creek Modifications</u>

The applicant evaluated several design options that would to facilitate a future hydrologic connection between the project site and areas north of site, and thereby provide an opportunity to create a new creek corridor onsite (with the assumption UPRR would, in the future, conduct the necessary work to establish a hydrologic connection across their right-of-way to the project site). The applicant evaluate the following options: 1) excavating a concrete channel for maximum hydrologic conveyance and site stability, 2) excavating a channel with 2:1 slopes and absent any channel/slope protection, and 3) excavating a channel with 1.5:1 slopes and utilizing a combination and natural and hard structures to create the creek corridor.

The applicant evaluated constructing a concrete channel to accommodate flows from the new 101 unit condominium development. With early input from the City of Goleta

and resource agencies, the applicant dismissed that option in favor of implementing a design option to create a new creek corridor that would enhance resource values. A second option (channel with 2:1 slopes and no slope protection) was evaluated the by the applicant. However, preliminary engineering design showed that there would be significant, adverse grading impacts to areas surrounding the creek that contain existing wetlands and native grasses. The applicant also noted that such excavation to create the creek slope would undermine the need to ensure long-term structural integrity of the existing sewer line within the easement to the east of the Devereux Creek.

The applicant has proposed a third option, a channel with 1.5:1 slopes, as it allows for restoration of the creek and avoids impacts to existing wetlands and native grasses, while addressing potential onsite and offsite flooding, and erosion and sedimentation issues that might result from the newly conveyed runoff across the property. Because the project would create a new hydrologic feature on the property into which runoff from areas north of the site would be redirected, and because the preferred design requires a slight lowering of the elevation of the existing creek and creating a channel with 1.5:1 slopes, it was determined some bank protection would be required to ensure long-term stability of the new creek corridor from potential flood flows, erosion and excess sedimentation.

The applicant evaluated alternatives for slope protection and determined that a single layer of ungrouted rock protection, "porous boulders" that are suitable for planting of native species of upland or riparian vegetation and would allow for enhanced resource value while protecting the new creek channel from slope failure and controlling potential degradation/erosion of the channel for 100-year flood conditions. The proposed project includes excavating the upper portion of Devereux Creek approximately three feet to meet the existing grade off-site. It was further determined that rock protection would only be required for the upper and middle portion of Devereux Creek where new sources of runoff would potentially be introduced onto the site (in conjunction with UPRR work to establish a hydrologic connection across the UPRR right-of-way). In total, 262 cu. yds. of single layer, 2-ton ungrouted rip-rap would be placed in the 492 linear foot excavated channel, resulting in approximately 6,500 sq. ft. of rock fill to stabilize the bank. The total area of grading and vegetation removal within Devereux Creek is 1.2 acres. (Exhibits 27-29)

In special conditions approved during the local approval of the project on May 19, 2009 (Case No. 07-102-TM, -DP, -RN), the City of Goleta requires that the applicant make the proposed improvements to the Devereux Creek channel in order to allow for a potential future connection with the upstream watershed if UPRR corrects the drainage problem. The City recognized that such improvements would require excavation of the channel invert to remove accumulated sediment to provide for appropriate elevations. (Exhibit 32)

Section 30231 of the Coastal Act specifically provides that the quality of coastal waters and streams shall be maintained and restored whenever feasible while minimizing grading to reduce negative effects of runoff and erosion on watersheds and steams. Here, the proposed project includes grading and vegetation removal within Devereux Creek in order to restore an upstream hydrologic connection to accommodate runoff flows and to provide a native habitat community. In this case, rock rip rap is proposed to be placed along the sides of the creek for erosion control and stabilization purposes. The applicant has provided a technical evaluation describing how the project site will accommodate additional flows should the UPRR correct the drainage issue to allow for flows onto the subject site. (*Preliminary Devereux Creek Improvement Report*, prepared by MAC Design Associates, May 26, 2009) The report indicates that the proposed creek improvements will accommodate runoff flow rates from development to the north, as well as runoff from the site, and would accommodate flows during a 100-year storm event. Thus, the creek improvements will allow the creek to capture future storm and runoff flows, and prevent erosion should the flows be restored. The proposed slope improvements and rock protection will minimize grading out the creek slope, thereby minimizing impacts to the adjacent native grassland, wetlands, and upland habitats, as well as to avoid potential impacts to existing utilities. Therefore, the Commission finds that the modifications to Devereux Creek are consistent with Coastal Act Section 30231.

Additionally, pursuant to Section 30236 of the Coastal Act, certain types of channelization projects and other developments resulting in the alterations of rivers and streams may be allowed when necessary for a required flood control project, such as the proposed project, where no other method for protecting existing structures in the floodplain is feasible and where such protection is necessary for public safety or to protect existing development, and only if such development incorporates the best mitigation measures feasible. In this case, the proposed project for the placement of rock rip rap within a stream channel constitutes a required flood control project and is necessary in order to prevent future erosion, described above. Thus, the proposed project is considered an allowable type of development within a stream consistent with the provisions of Section 30236 of the Coastal Act.

Further, in past permitting actions, the Commission has typically required that buffers from riparian areas (from edge of canopy), wetlands, and streams (from top of bank) be at least 100 feet wide to protect these sensitive habitats. In this case, however, no sensitive habitat is present along Devereux Creek and the area has not been a functioning part of the watershed and contains no riparian habitat, as described in detail above. The project will not result in impacts to riparian vegetation, but will restore the creek habitat with both riparian vegetation and other native species appropriate for the site. The project would provide a minimum 50 ft. buffer from the top of bank along the creek corridor on each side of Devereux Creek. However, 75% of the creek buffer would be in excess of 100 ft. The creek buffer on the west side of the creek varies from 51 to 301 feet and the buffer on the east side of the creek ranges from 100 feet to 218 feet. Dr. Engel, the Commission's biologist, believes that in this case the reduced buffer along some sections of the creek will be protective of the restored habitat. Therefore, the Commission finds that a 50 ft. buffer from developed areas on the northern portion of the site is adequate in this case. Additionally, regarding revegetation of Devereux Creek and the proposed buffer area, the Commission finds that Special Condition Nine (9) is necessary to ensure that the restoration plan is successful. Specifically, Special Condition Nine (9) requires that, prior to issuance of the permit, the applicant

shall submit, for the review and approval of the Executive Director, a detailed Final Habitat Restoration Plan, prepared by a biologist or environmental resource specialist with qualifications acceptable to the Executive Director, for all areas of the project site within the approximately 3.5 acre open space area. Special Condition Nine (9) requires that all invasive and non-native plant species shall be removed from the open space area, including Devereux Creek, and that the area shall be revegetated with native plant species appropriate for site. Although the applicant has provided a detailed Vegetation Enhancement Plan for the site, the VEP does not include all of the areas that will be included within the open space area. Special Condition Nine (9) requires a revised planting plan for the northern portion of Devereux Creek to include live willow stakes and native plantings incorporated into the engineered rock slope protection during construction and requires a native tree planting plan for the southern portion of Devereux Creek where eucalyptus trees will be removed. Special Condition Nine (9) requires a detailed planting palette made up exclusively of native plants that are appropriate to the habitat and region and that are grown from seeds or vegetative materials obtained from local natural habitats so as to protect the genetic makeup of natural populations. Sufficient technical detail on the restoration design is required including, at a minimum, a planting program including a description of planned site preparation, method and location of exotic species removal, timing of planting, plant locations and elevations on the baseline map, and maintenance timing and techniques. Further, Special Condition Nine (9) also requires the applicant implement a five year monitoring program to ensure the success of the replanting. At the end of the five-year period, a final detailed report on the revegetation shall be submitted for the review and approval of the Executive Director. If this report indicates that the enhancement/ revegetation project has, in part, or in whole, been unsuccessful, based on the performance standards specified in the restoration plan, the applicant(s) shall submit within 90 days a revised or supplemental restoration program to compensate for those portions of the original program which did not meet the approved success criteria. The revised or supplemental program shall be processed as an amendment to this permit. If herbicides are to be used in landscaping or revegetation, Special Condition Seventeen (17) requires treatment to be restricted to the use of Glyphosate Aquamaster for the elimination of non-native and invasive vegetation for the purposes of habitat restoration only.

3. <u>Wetlands</u>

Three small wetland areas occur on the site, two are east of Devereux Creek and one is west of Devereux Creek near Hollister Avenue. (Exhibit 5) A wetland delineation prepared for the site in 2009 resulted in mapping of 0.038 acres of seasonal wetland. (Denise Duffy and Associates, December 2009) The Commission's Biologist, Dr. Engel, has reviewed and concurred with this wetland delineation. The applicant proposes to remove non-native species from the wetland areas and enhance the wetland area with appropriate wetland plantings. In past permitting actions, the Commission has typically required that buffers from riparian areas (from edge of canopy), wetlands, and streams (from top of bank) be at least 100 feet wide to protect these sensitive habitats. The applicant has designed the site to assure no impacts to wetlands and has proposed a

100 ft. buffer around each wetland area on the subject site. (Exhibits 6-12). The wetland on the west side of the subject site (Exhibit 5) is adjacent to Hollister Avenue. Thus, roadway improvements and sidewalk improvements within the right-of-way will unavoidably be within the 100 ft. buffer of that wetland. The wetland areas are required to be included in the approximately 3.5 open space easement area, required by Special Condition Sixteen (16). The Commission notes that the proposed project may result in potential adverse effects to the wetland areas due to unintentional disturbance from construction equipment and removal and recompaction activities. In order to ensure that any potential adverse effects from these operations on wetland areas are minimized, Special Condition Eight (8) requires the applicant to retain the services of a qualified biologist or environmental resource specialist to be present on site during all grading activity. The monitor shall immediately notify the Executive Director if unpermitted activities occur or if wetland habitat is removed or impacted beyond the scope of the work allowed this Notice of Impending Development. If significant impacts or damage occur to any wetland on site beyond the scope of work all work will temporarily cease and the monitor shall immediately contact the Executive Director. The applicant shall be required to submit a revised, or supplemental, restoration program to adequately mitigate such impacts. Further, Special Condition Twelve (12) requires that all wetland areas be flagged and/or staked Interim Erosion Control Plans and Construction Responsibilities, discussed in detail below.

4. Grasslands

The site contains some scattered patches of native grassland habitat. Native grassland habitat is a mid-height (to 2 feet) grassland dominated by perennial, tussock-forming purple needlegrass (Holland, 1986). Native and introduced annuals occur between the perennials, often actually exceeding the perennial bunchgrass in cover. Native grasslands usually occur on fine-textured soils, moist or even waterlogged during the winter, but very dry in the summer. Historically, native grasslands were much more widespread throughout California than today. The introduction of non-native grasses and forbs, livestock grazing, and alteration of the community's natural fire regime are factors that result in the displacement of native bunchgrass, other native grasses, and forbs by introduced species.

The upland habitats on the project site are dominated by non-native annual grasses and forbs including slender wild oats, annual ryegrass, brome grasses, Mediterranean barley, and harding grass. Common weedy forbs include fennel, snow thistle, dock, vetch, black mustard, Australian saltbush, oxalis, filaree, wild radish, common plantain, and pimpernel. Native species in the upland community include peppergrass, blue-eyed grass, California morning glory, western ragweed, spurrey, green everlasting, coyote brush, and tarplant. Coyote brush and ragweed are the two most widespread species on the project site. Several small disjunct patches of native grasses exist on the project site. These patches include purpose needlegrass, but lack an associated suite of native forbs, are scattered in different parts of the project site, and are separated by large areas of non-native, invasive grass species.

Where patches of purple needlegrass (*Nassella pulchra*) exist, there are a handful of small areas that exceed 50% cover. The largest area of purple needlegrass is 0.13 acres and this patch exceeds 50% cover. With the exception of the one 0.13 acre patch of purple needlegrass, no other patches of native grass on the project site were greater than 0.10 acres, all are less than 0.1 (0.0002 to 0.081) acres in size. In addition to purple needlegrass, the site is known to support other native grass species including California brome (*Bromus carinatus*) and meadow barley (*Hordeum brachyantherum*). The following table lists the percentage of native grass cover.

| Grass | % Cover | Existing (Acres) | Removed (Acres) | Preserved (Acres) | Planted (Acres) | Total Proposed (Acres) |
|--------------|---------|---------------------|--------------------|----------------------|--------------------|------------------------------|
| N. pulchra | <10% | 0.14 | 0.05 | 0.08 | | 0.08 |
| N. pulchra | 10-30% | 0.13 | 0.07 | 0.05 | | 0.05 |
| N. pulchra | 30-50% | 0.05 | 0.01 | 0.03 | | 0.03 |
| N. pulchra | >50% | 0.30 | 0.17 | 0.14 | 1.68 | 1.82 |
| H. | <10% | 0.01 | 0.01 | 0.0 | | 0.0 |
| brachyanthem | | | | | | |
| Total | | 0.62 | 0.31 | 0.31 | 1.68 | 1.99 |

(Denise Duffy & Assoc., Jan. 2010)

Dr. Engel has found that the native grassland patches on the site are not considered to be ESHA under Section 30240 due to the fact that they are fragmented, isolated, small, and are dominated by non-native upland species. The project site is isolated and not contiguous with the Ellwood Mesa or any other stands of native grassland. The surrounding area includes development to the north (including the UPRR right-of-way and Highway 101, and residential development), and east (industrial and commercial development), a golf course to the south, and highway overpass under construction to the west. The ability of native grasses within the project site to disperse seed off-site is greatly reduced by the dominance of and competition from non-native invasive species and the surrounding development. Although the project will eliminate several small, scattered patches of native grassland, the applicant proposes to preserve .31 acres of native grasses and plant 1.68 acres of purple needlegrass on the site, for a total of 1.99 acres of native grasses, compared to .62 acres of existing native grasses on the site. The native grasses will be included as plantings within the 3.5 acre of open space area. The applicant proposes to remove non-native grasses and vegetation and plant native grasses in order to restore the area for a total of 1.99 acres of restored native grassland habitat. The Commission notes that restoration is an allowed use in consistency within sensitive resource areas pursuant to Section 30240 of the Act.

The Commission finds that **Special Condition Nine (9)** is necessary to ensure that the restoration plan for native grassland is successful. Specifically, **Special Condition Nine (9)** requires that, prior to issuance of the permit, the applicant shall submit, for the review and approval of the Executive Director, a detailed Final Habitat Restoration Plan, prepared by a biologist or environmental resource specialist with qualifications acceptable to the Executive Director, for all areas of the project site within the

approximately 3.5 acre open space area. **Special Condition Nine (9)** requires that all invasive and non-native plant species shall be removed from the open space area and that the area shall be revegetated with native plant species appropriate for site. Although the applicant has provided a detailed Vegetation Enhancement Plan for the site, the VEP does not include all of the areas that will be included within the open space area. **Special Condition Nine (9)** requires a revised planting plan for the native grasses to be located where the tot lot/children's play area will be removed from the project plans, in accordance with **Special Condition One (1)**, Revised Project Plans.

5. Potential Raptor Foraging Habitat

Raptor and wildlife surveys have been conducted on the site since 2001. Additional field surveys were conducted on the site between April 2008 and April 2010. Most recently, surveys were conducted by Ted Mullen, Wildlife Biologist, Marine Research Specialists (MRS), in three seasons (Summer 2009, Winter 2009/2010, and Spring 2010). (See Substantive File Documents). MRS observed three species of raptor during the Spring 2010 surveys: red tailed hawk, Cooper's hawk, and great horned owl. The Cooper's hawk was observed one time, foraging over the property. A great horned owl adult and chicks were observed during site visits in the known raptor nest, located on the adjacent property to the west, approximately 150 ft. from the western parcel boundary. Red-tailed hawks were previously recorded as using the same nest. The April 2010 MRS report concluded that the great horned owl is likely to forage and roost on the subject site. Additionally, red-tailed hawks were observed at the project site most visits, foraging, perching, and flying over the site. During earlier surveys, red-tailed hawks were observed spending a majority of their time near the eucalyptus trees to the west and northwest of the subject site near the previously reported raptor nest. According to the April 2010 MRS report, no raptor nests were observed on the project site during the Spring 2010 nesting season surveys and, in general, the raptor nesting surveys conducted on the site and within the 500-foot offsite area demonstrate that the site is being used by a small number of raptors during the nesting season on a limited basis. Although no special-status raptor species were documented to use the site, these species are present in the area, specifically in the Ellwood Bluffs area to the west and south of the site. The site is surrounded by Hollister Avenue, Highway 101, the railroad, and a golf course, among other development. However, the 14.46 acre parcel is currently undeveloped the cumulative loss of habitat to residential development reduces open space suitable for raptor foraging.

Therefore, the Commission finds that preserving and maintaining foraging habitat on the subject site is important to prevent a cumulative loss of foraging area and finds that **Special Condition Sixteen (16)**, requiring an Open Space Conservation Easement, is necessary to assure the continued availability of open space habitat, including native grassland, which provides foraging habitat for raptors and sensitive avian species.

Additionally, the proposed project would result in the removal of approximately 200 eucalyptus trees and 8 cypress trees mostly along southern portion of the property adjacent to Hollister Avenue. (Exhibit 4) The trees to be removed are not extensive enough to provide a functioning habitat for monarchs or raptors and have not been

identified as important winter habitat for migratory birds or nesting habitat for raptors. The existing non-native eucalyptus trees do not allow an understory of native plants to grow and no native plants are now supported along the creek under the existing eucalyptus trees. Planting of native trees and plants will significantly enhance the onsite habitat values adjacent to Devereux Creek. However, Special Condition Six (6) requires the applicant to submit a Eucalyptus Tree Removal and Planting Plan prior to issuance of the coastal development permit, for review and approval by the Executive Director, which incorporates the pre-construction bird surveys, according to Special Condition Six (6). Additionally, tree removal and replacement tree planting shall occur between September 15 and December 31, the non-nesting season. Special Condition Six (6) requires that eucalyptus tree removal be conducted in three separate phases over the span of five years during three separate phases. Phase I shall be initiated with the commencement of construction activities and shall include the removal of eucalyptus trees and other non-native trees less than 24 inches DBH. Phase two, one year later, shall include the removal eucalyptus trees in poor health as identified in the arborist report (ISA Consulting, 2009). During the third year, Phase III will include removal of the remaining trees. Phase III will include removal of one-third of the remaining trees during the third, fourth, and fifth years, respectively, such that at the end of the fifth year, all of the non-native Eucalyptus trees will be removed. Special Condition Six (6) also requires monarch butterfly surveys prior to eucalyptus tree removal, within 7 days of construction. If butterfly aggregations are found within 200 feet of the work area, construction activities within 200 feet of the aggregation(s) shall be halted until monarchs have left the site and the consulting biologist has determined that resumption of construction shall not adversely impact the butterfly habitat. Trees will be planted immediately following removal of eucalyptus trees during each phase, in accordance with all requirements outlined in Special Condition 9, Final Habitat Revegetation Plan, and will involve the planting of 36" box and 48" box size native trees, including Coast live oak (Quercus agrifolia) and California sycamore (Platanus racemosa).

Additionally, the Commission notes that the proposed project may result in potential adverse effects to surrounding habitat due to unintentional disturbance from construction equipment and activity, including noise. To implement avian protection measures, Special Condition Six (6) requires the applicant to retain the services of a qualified biologist or environmental resource specialist to conduct sensitive bird species surveys and minor project operations associated with construction activities that will take place between February 15th and September 1st. Special Condition Six (6) also requires bird surveys to be conducted 30 calendar days prior to the listed activities to detect any active bird nests in all trees within 500 feet of the project site and requires a follow-up survey to be conducted 3 calendar days prior to the initiation of construction. Further, nest surveys must continue on a monthly basis throughout the nesting season or until the project is completed, whichever comes first. If an active nest of any federally or state listed threatened or endangered species, species of special concern, or any species of raptor is found within 500 ft. of construction activities, the applicant is required to retain the services of an environmental resources specialist with experience conducting bird and noise surveys, to monitor bird behavior and construction noise
levels. The environmental resources specialist is required to monitor birds and noise every day at the beginning of the project and during all periods of significant construction activities. Construction activities may occur only if construction noise levels are at or below a peak of 65 at the nest (s) site. If construction noise exceeds a peak level of 65 dB at the nest (s) site, sound mitigation measures such as sound shields, blankets around smaller equipment, mixing concrete batches off-site, use of mufflers, and minimizing the use of back-up alarms shall be employed. If these sound mitigation measures do not reduce noise levels, construction within 500 ft. of the nesting trees/areas shall cease and may not recommence until either new sound mitigation can be employed or nesting is complete. Additionally, **Special Condition Six (6)** requires the applicant to notify the appropriate State and Federal Agencies within 24 hours, including the Coastal Commission, and take action to mitigate any further disturbance specific to each agencies' requirements.

Furthermore, to ensure the restoration and preservation of habitat the property, **Special Condition Sixteen (16)** requires an open space deed restriction of the approximately 3.5-acre open space area on the subject 14.46 acre parcel. Additionally, to ensure compliance with the Coastal Act habitat protection requirements set forth in this permit, the Commission finds that all such requirements shall be incorporated into the covenants, conditions and restrictions (CC&R's) pursuant to **Special Condition Five (5)**.

6. Landscaping

The proposed project includes landscaping of the common areas. The use of non-native and invasive plant species within new development can cause adverse on-site and offsite impacts upon natural habitat areas. Non-native and invasive plant species can directly colonize adjacent natural habitat areas. In addition, the seeds from non-native and invasive plant species can be spread from the developed area into natural habitat areas via natural dispersal mechanisms such as wind or water runoff and animal consumption and dispersal. These non-native and invasive plants can displace native plant species and the wildlife which depends upon the native plants. Non-native and invasive plants often can also reduce the biodiversity of natural areas because, absent the natural controls which may have existed in the plant's native habitat, non-native plant species.

The placement of any non-native invasive plant species within the development (which could potentially spread to the natural habitat areas) is a threat to the biological productivity of adjacent natural habitat and would not be compatible with the continuance of those habitat areas. Therefore, the Commission must ensure conformance with the applicants' commitment to use native plants to the maximum extent feasible and to avoid any and all invasive plant species, and must place strict controls on the use of vegetation within the development. The controls must apply to present and future landscaping associated with the development.

The proposed project involves new development within a previously undeveloped area. Under these circumstances it is possible to minimize impacts related to the spread of non-native and invasive plant species. One method of minimizing impacts is to require that any landscaping within common area lots, open space lots, and vegetated buffer areas consist of plants native to the watershed and that are appropriate to the natural habitat type. Strict use of regionally native plants within the common areas lots, open space lots, and vegetated buffer areas is particularly important due to the proximity of these areas to sensitive habitat areas and the potential for these plants to disperse into the sensitive habitat areas. Therefore, the Commission imposes Special Condition Ten (10) which require the use of plants that are grown from seeds or vegetative materials obtained from local natural habitats, appropriate to the habitat type, with certain exceptions. Special provisions are made for landscaping within the individual residential lots to consist primarily of native/drought resistant plants, including irrigated lawn that must be selected from the most drought tolerant species. However, use of invasive species anywhere within the development, including individual residential lots is strictly prohibited. Avoiding the use of invasive species within the residential lots reduces the risk that adjacent habitat areas would be overtaken by non-native plants. However, the Commission recognizes that landscaping within the individual residential lots tends to change continuously as individual property owners tailor their property in accordance with their preferences. Therefore, prior to issuance of the coastal development permit, the applicant submit landscape palette lists to be incorporated into the landscaping guidelines, subject to the review and approval of the Executive Director, that identify: 1) the native plant species that may be planted in the development; 2) a representative list of the non-native, non-invasive common garden plant species that may be planted in the residential lots; and 3) the invasive plant species that are prohibited from use anywhere within the development. The landscape palette for the development shall be consistent with the lists of approved plants as reviewed and approved by the Executive Director. These lists and landscaping requirements shall be incorporated into the covenants, conditions and restrictions (CC&R's) pursuant to Special Condition Five (5). No deviations from the list shall occur in the plantings on the site without an amendment to this permit or a new coastal development permit unless the Executive Director determines that no amendment or new permit is required.

7. Fuel Modification

The subject site is not considered a high fire hazard area and the fire department did not require a vegetative management plan. The typical extent of fuel modification and/or brushing in the area is 100 feet from combustible structures. However, to ensure that the minimal amount of fuel modification/brushing occurs in the area, the Commission requires **Special Condition Thirteen (13)** which require the applicant to develop a vegetation management plan in consultation with the fire department to plant areas that may eliminate or minimize the need for fuel modification/brushing. The applicant shall submit a final vegetation management plan approved by the Fire Department that identifies landscape that can be planted that would minimize or eliminate the need for annual mowing and/or vegetation clearance within the open space area to the maximum extent feasible.

8. <u>Construction Impacts</u>

The proximity of wetlands and potential nesting areas, as well as the extensive nature of the project, may result in impacts to sensitive biological resources in the project vicinity unless adequately monitored. Therefore, **Special Condition Eight (8)** requires the applicant to retain a qualified biologist or environmental resource specialist to be present during construction. The biological monitor shall be present during grading, excavation, demolition, and all construction activities. The applicant shall cease work should any sensitive species be identified anywhere within the construction area, if a breach in permit compliance occurs, if work outside the scope of the permit occurs, or if any unforeseen sensitive habitat issues arise. In such event, the biological monitor(s) shall direct the permittee to cease work and shall immediately notify the Executive Director. If significant impacts or damage occur to sensitive species or resources, the permittee shall be required to submit a revised, or supplemental program to adequately mitigate such impacts. The revised, or supplemental, program shall be processed as an amendment to this coastal development permit.

Project staging, including the equipment access corridors, may impact wetland areas. To ensure that project staging is minimized and resource issues are addressed, the Commission requires the applicant to submit a clearly delineate the areas to be disturbed by grading or construction activities and shall include any temporary access roads, staging areas, stockpile areas, and location of construction fencing on the erosion control plans, pursuant to **Special Condition Twelve (12)**, to the Executive Director for review and approval. All construction plans and specifications for the project are required indicate that impacts to wetlands shall be avoided and that the California Coastal Commission has not authorized any impact to wetlands. Said plans shall clearly identify all wetlands and their associated buffers in and around the construction zone.

Further, stockpiling of excavated soil and use of equipment storage and staging areas could result in erosion and sedimentation impacts to wetlands and habitats on the site. Ground disturbance associated with overexcavation, stockpiling of the excavated material, construction staging areas, and grading associated with the proposed projects each have the potential to result in erosion and sedimentation impacts.

To ensure that erosion and sedimentation are minimized consistent with Coastal Act policies, the Commission finds it necessary to require an interim erosion control plan be submitted to the Executive Director for review and approval as provided in **Special Condition Twelve (12).** The Commission further finds that the interim erosion control plan shall include silt fencing, straw bales, and/or sandbags are necessary during both the rainy season and the dry season. As provided under **Special Condition Twelve (12)**, it is the applicant's responsibility to ensure that no construction materials, debris or other waste is placed or stored where it could be subject to erosion and dispersion. Furthermore, Special Condition Twelve (12) assigns responsibility to the applicant that any and all construction debris, sediment, or trash shall be properly contained and removed from construction areas within 24 hours.

Therefore, as required under the Coastal Act, the proposed project as modified, is most protective of coastal resources including wetlands and other resource areas. For the above reasons, the Commission finds that project, as conditioned, is consistent with the biological resource protection requirements of Sections 30230, 30231, 30240, and 30236 of the Coastal Act.

C. VISUAL RESOURCES

Section 30251 of the Coastal Act states:

The scenic and visual qualities of coastal areas shall be considered and protected as a resource of public importance. Permitted development shall be sited and designed to protect views to and along the ocean and scenic coastal areas, to minimize the alteration of natural land forms, to be visually compatible with the character of surrounding areas, and, where feasible, to restore and enhance visual quality in visually degraded areas. New development in highly scenic areas such as those designated in the California Coastline Preservation and Recreation Plan prepared by the Department of Parks and Recreation and by local government shall be subordinate to the character of its setting.

Section 30251 of the Coastal Act requires scenic and visual qualities to be considered and preserved. Section 30251 also requires that development be sited and designed to protect views of scenic areas, minimize alteration of landforms, and be visually compatible with the surrounding area. The Commission is required to review the publicly accessible locations where the proposed development is visible to assess potential visual impacts to the public.

As stated previously, the proposed project includes: (1) subdivision of a single, 14.46acre lot for condominium purposes to provide for 101 residential units, associated infrastructure, and common open space, (2) construction of a 101-unit residential condominium project totaling 139,469 sq. ft. of building coverage, 215,547 sq. ft. of building area, 95,628 sq. ft. of streets, sidewalks, driveways, parking areas, and other hardscape areas, attached garages, decks, courtyards, utilities, a six foot high retaining/soundwall adjacent to the railroad tracks, phased removal of approximately 200 non-native/invasive eucalyptus trees and 8 cypress trees, removal of non-native plants and revegetation of Devereux Creek, 492 linear feet of creek desilting and stabilization (733 cu. yds. cut and 262 cu. yds of rock fill), Hollister Avenue roadway improvements and sidewalk improvements, a tot lot/children's play area, dedication of approximately 3.5 acres open space for habitat restoration, and 41,950 cu. yds of grading (21,050 cu. yds. cut and 20,900 cu. yds fill), and (3) a development agreement between the City of Goleta and Oly Chadmar Sandpiper General Partnership dated May 19, 2009 regarding the proposed project.

The 14.46 acre project area is currently vacant, undeveloped land located just north of Hollister Avenue and west of Las Armas Road in the City of Goleta, County of Santa Barbara (Exhibits 1-2). The project site is surrounded by developed areas. Sandpiper

Golf Course is located on the adjacent property to the south and the Ellwood School is located on the adjacent property to the east on the other side of Las Armas Road. The Union Pacific Railroad is located directly to the north of the site, with Highway 101 to the north of the tracks. (Exhibits 1-3) From Hollister Avenue, views of the site are partially blocked by the existing eucalyptus trees along the south side of the site. Views through the site from the railroad and 101 freeway are blocked by eucalyptus trees. The proposed development will not necessarily change the visual character of the area.

The Haskell's Landing project has been designed to mitigate visual impacts. Varied residential building types are proposed. Six residential two-story building types will be arranged around two loop configurations, accessed from Hollister Avenue on the west and Las Armas Road on the east. The varied architectural designs of the residential structures may also reduce visual impacts (Exhibits 22-25). Varied design styles are proposed, including "Coastal," "Ranch," and "Monterey" style. The maximum height from finished floor and finished grade to roof ridgeline is 26.5 ft. to 27 ft. The layout of the site plan (Exhibit 4) will minimize bulk closest to the open space area in the middle and along the south side of the site. The perimeter units will be oriented towards Hollister Avenue; no sound wall along Hollister Avenue is proposed.

The project also includes a six-foot high block privacy soundwall along the northern property boundary along the railroad tracks. (Exhibits 22-26)To ensure that the proposed project's impacts on public views is mitigated to the maximum extent feasible, and consistent with the applicant's proposal, the Commission finds it necessary to require that residences and retaining wall to be finished in a non-obtrusive manner (i.e.: in a color compatible with the surrounding natural landscape and with non-reflective windows). The Commission therefore finds it necessary to minimize the visual impact of the project by requiring the applicant to use colors compatible with the surrounding environment and non-glare glass, as required by **Special Condition Fifteen (15).**

Visual impacts associated with proposed grading, and the structures themselves, can be further reduced by the use of appropriate and adequate landscaping. Therefore, **Special Condition Ten (10)** requires the applicant to prepare a landscape plan relying mostly on native, noninvasive plant species to ensure that the vegetation on site remains visually compatible with the native flora of surrounding areas. Implementation of Special Condition 10 will soften the visual impact of the development from public view areas. To ensure that the final approved landscaping plans are successfully implemented, Special Condition 10 also requires the applicant to revegetate all disturbed areas in a timely manner and includes a monitoring component to ensure the successful establishment of all newly planted and landscaped areas over time.

Currently, nighttime conditions on the undeveloped project site are minimally affected by surrounding lighting. Ellwood School and the industrial area north of Hollister Avenue cause minor intrusion on the site. Lighting from the adjacent development is predominantly screened by eucalyptus trees. In past actions, the Commission has found that night lighting of open space areas creates a visual impact to nearby scenic roads and trails. In addition, night lighting may alter or disrupt feeding, nesting, and roosting

activities of native wildlife species. In this case, the subject site is adjacent to sensitive resource areas and the site itself contains wetlands. The proposed residential project would introduce new artificial lighting to the project area. Therefore, in order to minimize impacts from lighting, **Special Condition Fourteen (14)** outlines lighting restrictions. **Special Condition Fourteen (14)** requires the applicant to submit final light plans prior to issuance of the coastal development permit that evidence that all exterior night lighting installed on the project site shall be of low intensity, low glare design, and shall be shielded to direct light downward onto the subject parcel(s) and prevent spillover onto adjacent parcels, including all the open space areas. Furthermore, no skyward-casting lighting shall be used. The lowest intensity lighting shall be used that is appropriate to the intended use of the lighting. The lighting plan shall show the locations of all exterior lighting fixtures and an arrow showing the direction of light being cast by each fixture, the lighting specifications, and the height of the fixtures. The plan shall be designed in particular to avoid lighting impacts to the open spaces and wetland habitat.

In order to ensure implementation and enforceable visual restrictions, the Commission finds that all such requirements, including lighting restrictions, shall be incorporated into the covenants, conditions and restrictions (CC&R's) pursuant to **Special Condition Five (5)**.

Thus, proposed project, as conditioned, will not result in a significant adverse impact to scenic public views or character of the surrounding area. Therefore the Commission finds that, as conditioned, the proposed development is consistent with section 30251 of the Coastal Act.

D. WATER QUALITY

Section 30231 of the Coastal Act states that:

The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams.

Sections 30231 of the Coastal Act require that the biological productivity and the quality of coastal waters and streams be maintained and, where feasible, restored through among other means, minimizing adverse effects of waste water discharge and entrainment, controlling runoff, preventing substantial interference with surface water flows, maintaining natural buffer areas that protect riparian habitats, and minimizing alteration of natural streams.

As stated previously, the proposed project includes: (1) subdivision of a single, 14.46acre lot for condominium purposes to provide for 101 residential units, associated infrastructure, and common open space, (2) construction of a 101-unit residential condominium project totaling 139,469 sq. ft. of building coverage, 215,547 sq. ft. of building area, 95,628 sq. ft. of streets, sidewalks, driveways, parking areas, and other hardscape areas, attached garages, decks, courtyards, utilities, a six foot high retaining/soundwall adjacent to the railroad tracks, phased removal of approximately 200 eucalyptus trees and 8 cypress trees, removal of non-native plants and revegetation of Devereux Creek, 492 linear feet of creek desilting and stabilization (733 cu. yds. cut and 262 cu. yds of rock fill), Hollister Avenue roadway improvements and sidewalk improvements, a tot lot/children's play area, dedication of approximately 3.5 acres open space for habitat restoration, and 41,950 cu. yds of grading (21,050 cu. yds. cut and 20,900 cu. yds fill), and (3) a development agreement between the City of Goleta and Oly Chadmar Sandpiper General Partnership dated May 19, 2009 regarding the proposed project.

The Commission recognizes that new development has the potential to adversely impact coastal water quality and biological productivity through the removal of native vegetation, increase of impervious surfaces, increase of runoff, erosion, and sedimentation, introduction of pollutants such as petroleum, cleaning products, pesticides, and other pollutant sources.

The proposed development will result in an increase in impervious surface at the subject site, which in turn decreases the infiltrative function and capacity of existing permeable land on site. Reduction in permeable space therefore leads to an increase in the volume and velocity of stormwater runoff that can be expected to leave the site. Further, pollutants commonly found in runoff associated with residential use include petroleum hydrocarbons including oil and grease from vehicles; heavy metals; synthetic organic chemicals including paint and household cleaners; soap and dirt from washing vehicles; dirt and vegetation from vard maintenance; litter; fertilizers, herbicides, and pesticides; and bacteria and pathogens from animal waste. The discharge of these pollutants to coastal waters can cause cumulative impacts such as: eutrophication and anoxic conditions resulting in fish kills and diseases and the alteration of aquatic habitat, including adverse changes to species composition and size; excess nutrients causing algae blooms and sedimentation increasing turbidity which both reduce the penetration of sunlight needed by aquatic vegetation which provide food and cover for aquatic species; disruptions to the reproductive cycle of aquatic species; and acute and sublethal toxicity in marine organisms leading to adverse changes in reproduction and feeding behavior. These impacts reduce the biological productivity and the guality of coastal waters, streams, wetlands, estuaries, and lakes and reduce optimum populations of marine organisms and have adverse impacts on human health.

Therefore, in order to find the proposed project consistent with the water and marine resource policies of the Coastal Act, the Commission finds it necessary to require the incorporation of Best Management Practices designed to control the volume, velocity and pollutant load of stormwater leaving the developed sites. Critical to the successful

function of post-construction structural BMPs in removing pollutants in stormwater is the application of appropriate design standards for sizing BMPs. Additionally, storm water runoff typically conveys a disproportionate amount of pollutants in the initial period that runoff is generated during a storm event. Designing BMPs for the small, more frequent storms, rather than for the large infrequent storms, results in improved BMP performance at lower cost.

For design purposes, with case-by-case considerations, post-construction structural BMPs (or suites of BMPs) should be designed to treat, infiltrate or filter the amount of stormwater runoff produced by all storms up to and including the 85th percentile, 24-hour storm event for volume-based BMPs, and/or the 85th percentile, 1-hour storm event, with an appropriate safety factor (i.e., 2 or greater), for flow-based BMPs. The Commission finds that sizing post-construction structural BMPs to accommodate (infiltrate, filter or treat) the runoff from the 85th percentile storm runoff event, in this case, is equivalent to sizing BMPs based on the point of diminishing returns (i.e. the BMP capacity beyond which, insignificant increases in pollutants removal (and hence water quality protection) will occur, relative to the additional costs. Therefore, the Commission requires the selected post-construction structural BMPs be sized based on design criteria specified in **Special Condition Eleven (11)** and finds this will ensure the proposed developments will be designed to minimize adverse impacts to coastal resources, in a manner consistent with the water and marine policies of the Coastal Act.

Furthermore, interim erosion control measures implemented during construction and post construction landscaping will serve to minimize the potential for adverse impacts to water quality resulting from drainage runoff during construction and in the post-development stage. Therefore, the Commission finds that **Special Condition Eleven** (11) is necessary to ensure the proposed developments will not adversely impact water quality or coastal resources.

Therefore, the Commission finds that the proposed project, as conditioned, is consistent with Coastal Act Sections 30231.

E. NEW DEVELOPMENT AND CUMULATIVE IMPACTS

Section 30250(a) of the Coastal Act states:

New residential, commercial, or industrial development, except as otherwise provided in this division, shall be located within, contiguous with, or in close proximity to, existing developed areas able to accommodate it or, where such areas are not able to accommodate it, in other areas with adequate public services and where it will not have significant adverse effects, either individually or cumulatively, on coastal resources.

Section 30105.5 of the Coastal Act defines the term "cumulatively" as it is used in Section 30250(a) to mean that:

the incremental effects of an individual project shall be reviewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

Section 30252 of the Coastal Act states:

The location and amount of new development should maintain and enhance public access to the coast by (1) facilitating the provision or extension of transit service, (2) providing commercial facilities within or adjoining residential development or in other areas that will minimize the use of coastal access roads, (3) providing nonautomobile circulation within the development, (4) providing adequate parking facilities or providing substitute means of serving the development with public transportation, (5) assuring the potential for public transit for high intensity uses such as high-rise office buildings, and by (6) assuring that the recreational needs of new residents will not overload nearby coastal recreation areas by correlating the amount of development with local park acquisition and development plans with the provision of onsite recreational facilities to serve the new development.

As described previously, the proposed project includes: (1) subdivision of a single, 14.46-acre lot for condominium purposes to provide for 101 residential units, associated infrastructure, and common open space, (2) construction of a 101-unit residential condominium project totaling 139,469 sq. ft. of building coverage, 215,547 sq. ft. of building area, 95,628 sq. ft. of streets, sidewalks, driveways, parking areas, and other hardscape areas, attached garages, decks, courtyards, utilities, a six foot high retaining/soundwall adjacent to the railroad tracks, phased removal of approximately 200 non-native/invasive eucalyptus trees and 8 cypress trees, removal of non-native plants and revegetation of Devereux Creek, 492 linear feet of creek desilting and stabilization (733 cu. yds. cut and 262 cu. yds of rock fill), Hollister Avenue roadway improvements and sidewalk improvements, a tot lot/children's play area, dedication of approximately 3.5 acres open space for habitat restoration, and 41,950 cu. yds of grading (21,050 cu. yds. cut and 20,900 cu. yds fill), and (3) authorization of a development agreement between the City of Goleta and Oly Chadmar Sandpiper General Partnership dated May 19, 2009 regarding the proposed project.

The Coastal Act requires that new development, including subdivisions and multi-family projects, be permitted only where public services are adequate and only where public access and coastal resources will not be cumulatively affected by such development. In past actions, the Commission has reviewed land division applications to ensure that newly created or reconfigured parcels are of sufficient size, have access to roads, fire protection, and utility services, are geologically stable and contain an appropriate potential building area where future structures can be developed consistent with the resource protection policies of the Coastal Act. In particular, the Commission has ensured that future development on new or reconfigured lots can minimize landform alteration and other visual impacts, impacts to environmentally sensitive habitat areas and other resources, and impacts to public access.

Here, the proposed project would serve to cluster all new proposed residential development in areas that are adjacent to existing urban development and within the rural-urban boundary. The proposed 101 unit condominium development is located within an area that is already substantially built-out with existing development. The site is surrounded by other developed areas, including Sandpiper Golf Course to the south of Hollister Avenue. Railroad tracks and Highway 101 bound the north side of the project site. The Winchester Commons residential subdivision and other residential development, including a mobile home park, are located to the north of Highway 101. Additionally a school and various other development is located immediately to the east of the project site, including a utility station, and an RV parking and storage site. (Exhibits 1-3)

The project site is currently vacant and undeveloped. Although the City of Goleta does not have an LCP certified by the Coastal Commission, the City of Goleta has zoned the site as "Design Residential" allowing a maximum of 8 units per acre (DR-8). The project is consistent with the City of Goleta's zoning designation (not yet certified by the Commission). Additionally, under the County of Santa Barbara's LCP, the site was formerly zoned for a mix of residential development including single family residences, townhomes, and condominiums. Although the site is now within the boundaries of the City of Goleta, the County of Santa Barbara's LCP, as it relates to the subject site, also serves as guidance.

The applicant has provided a traffic and circulation study prepared for the project assessing the proposed project relative to the existing roadway network setting. (*Haskell's Landing Project, City of Goleta, Traffic and Circulation Study*, prepared by Associated Transportation Engineers, April 14, 2008) The study finds that no new significant traffic impacts would result from the proposed development and operations. In addition, the Commission notes that access to and around the proposed new development is provided by several major roadways including U.S. Highway 101 and Hollister Avenue. Hollister Avenue is located along the project's southern frontage and extends easterly from its terminus at the U.S. 101 Calle Real/Hollister Avenue interchange through the City of Goleta to the City of Santa Barbara. Other nearby major roadways include Storke Road, Calle Real, and Cathedral Oaks Road. The Commission approved a new freeway interchange at the Cathedral Oaks overpass, located at the Hollister Avenue/Highway 101 interchange. The Cathedral Oaks overpass is located less than 500 ft. west of the project site.

The project also includes several roadway improvements. For Las Armas Road to the east of the subject site, the project includes full width improvements with sidewalk, parkway, curb, gutter, street lights, and asphalt paving for a 60 ft. right-of-way. For Hollister Avenue bounding the project site to the south, the applicant proposes full width improvements with sidewalk, parkway, street lights, curb, gutter and asphalt paving for the northerly side of Hollister Avenue. Additionally, the proposed project includes 218 parking spaces (173 enclosed and 45 on-street for residents and visitors. The project is providing a total of 258 parking spaces, 40 spaces in excess of the City of Goleta's local zoning ordinance requirements. Additionally, the closest public beach access location is

Haskell's Beach, located adjacent to the Bacara Resort. (Exhibit 1) The proposed project is not expected to impact beach access or beach access parking. Additionally, the Ellwood Preserve is located near the site and is not expected to be impacted.

The applicant has provided evidence that the project will be served by Goleta West Sanitary District and Goleta Water District. The fire station at Storke and Phelps Road (Santa Barbara County Fire Station) would serve the project. However, a new fire station is expected to be proposed for the City-owned adjacent parcel to the west of the subject site, and fire protection would be provided by that County of Santa Barbara Fire Station (No. 10). The subject development agreement includes a provision whereby the applicant will provide funding for the fire station.

Furthermore, development of the Haskell's Landing project site has been the subject of three site specific environmental analyses for previously proposed projects, including: 1) the County of Santa Barbara's Sandpiper Golf Course, Club House, Day Care Center and Residential Development (Aradon) Environmental Impact Report (94-EIR-9), 2) County of Santa Barbara Residences at Sandpiper Supplemental Environmental Impact Report 94-EIR-9 (2001), and 3) City of Goleta Haskell's Landing Addendum to Environmental Impact Report 94-EIR-9.

The Aradon Project included development of a 159 unit residential project, club house and day care center; however, only 105 of the 159 units and the day care center were proposed on the project site. The EIR for that project (94-EIR-9) evaluated the following project alternatives: a no project alternative, an alternative removing the proposal for a restaurant and units on the southern portion of the site, and a project redesign that analyzed the reconfiguration of the Coastal Trail. Additionally, the Aradon EIR analyzed an alternative location for the development, including a 159 unit project on the corner of Storke and Hollister (that site has been developed).

In 2001, a supplemental EIR was prepared for The Residences at Sandpiper. That project included an affordable housing component consistent with the County of Santa Barbara's certified Local Coastal Program Affordable Housing Program Overlay, which identified the project site as having a base build-out of 113 units and a maximum building-out of 175 units. Accordingly, the Residences at Sandpiper project application included a total of 157 residential units (46 of which were proposed as affordable units under bonus density). However, during the application review process, the project was amended to include 119 residential units to accommodate two (2) isolated wetland resources identified on the project site. The Residences at Sandpiper Supplemental Environmental Impact Report evaluated the following alternatives to the 119 unit project including: a no project alternative, a reduced project alternative project of 89 units (this alternative included the preservation of wetland #4, proposed to be removed with the above mentioned project but now identified for preservation with the Haskell's Landing project), a reconfigured project alternative (a project of 119 units utilizing three story buildings), and an offsite location. The Residences at Sandpiper project was approved by the County of Santa Barbara Board of Supervisors on appeal as a 109 unit project to

accommodate an additional wetland resource (three total) and native grasses that were identified on the project site during the review process.

As described previously in Section IV.A.4., the County's project approval for 109 residential units was appealed to the Coastal Commission in February 2002 by the Santa Barbara County urban Creeks Council and Citizens for Goleta. In response to the appeal, the property owner/s met with and reached a settlement agreement with the project appellants, who then withdrew their respective appeals. A second appeal was filed in June 2002 by the City of Goleta and various individual Goleta residents challenging the County's determination that the project Vesting Tentative Tract Map was in conformance with the project's previous discretionary approvals. This appeal was heard by the Coastal Commission on July 2002 and was found to raise no substantial issue with respect to the grounds on which the appeal was filed.

The Haskell's Landing application filed with the City of Goleta included development of 102 residential units and incorporated design changes to reflect the settlement agreement with Santa Barbara County Urban Creeks Council and Citizens for Goleta. During the City's application review process, the project was further reduced to combine and reconfigure all single family residence into duplexes which provided for view corridors across the site from Hollister Avenue. As approved by the City of Goleta, the proposed project was subject to an extensive and lengthy analysis in which all ESHA on site was first identified and then appropriate buffers determined and incorporated into the project design, given the location, sensitivity, connectivity, and enhancement of those resources. The City of Goleta's environmental review process for the proposed project determined that the previous environmental analyses, and the Addendum to Environmental Impact Report 94-EIR-9, fulfilled the environmental review requirements of the current project under California Environmental Quality Act (CEQA) Guidelines Section 15164. Thus, the proposed project results in a significant reduction in density and scale than previously proposed projects.

Therefore, the Commission finds the proposed project is consistent with Section 30250 and Section 30252 of the Coastal Act regarding new development.

F. LOCAL COASTAL PROGRAM

Section 30604(a) of the Coastal Act states that:

Prior to certification of the local coastal program, a coastal development permit shall be issued if the issuing agency, or the commission on appeal, finds that the proposed development is in conformity with the provisions of Chapter 3 (commencing with Section 30200) of this division and that the permitted development will not prejudice the ability of the local government to prepare a local program that is in conformity with the provisions of Chapter 3 (commencing with Section 30200).

Section 30604(a) of the Coastal Act provides that the Commission shall issue a coastal development permit only if the project will not prejudice the ability of the local

government having jurisdiction to prepare a Local Coastal Program which conforms with Chapter 3 policies of the Coastal Act. The preceding sections provide findings that the proposed project will be in conformity with the provisions of Chapter 3 if certain conditions are incorporated into the project and accepted by the permittee. As conditioned, the proposed development will not create adverse impacts and is found to be consistent with the applicable policies contained in Chapter 3. Therefore, the Commission finds that approval of the proposed development, as conditioned, will not prejudice the City's ability to prepare a Local Coastal Program for Goleta which is also consistent with the policies of Chapter 3 of the Coastal Act as required by Section 30604(a).

G. CEQA

Section 13096(a) of the Commission's administrative regulations requires Commission approval of a Coastal Development Permit application to be supported by a finding showing the application, as conditioned by any conditions of approval, to be consistent with any applicable requirements of the California Environmental Quality Act (CEQA). Section 21080.5(d)(2)(A) of CEQA prohibits a proposed development from being approved if there are feasible alternatives or feasible mitigation measures available which would substantially lessen any significant adverse effect that the activity may have on the environment.

The Commission incorporates its findings on Coastal Act consistency at this point as if set forth in full. These findings address and respond to all public comments regarding potential significant adverse environmental effects of the project that were received prior to preparation of the staff report. As discussed above, the proposed development, as conditioned, is consistent with the policies of the Coastal Act. Feasible mitigation measures, which will minimize all adverse environmental effects, have been required as special conditions. The following special conditions are required to assure the project's consistency with Section 13096 of the California Code of Regulations:

Special Conditions 1 through 19

As conditioned, there are no feasible alternatives or feasible mitigation measures available, beyond those required, which would substantially lessen any significant adverse impact that the activity may have on the environment. Therefore, the Commission finds that the proposed project, as conditioned to mitigate the identified impacts, can be found to be consistent with the requirements of the Coastal Act to conform to CEQA.





Parcel Map

EXHIBIT 2

CDP 4-09-038 (Haskell's Landing)

POR. RANCHO LOS DOS PUEBLO.

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CDP 4-09-038 (Haskell's Landing) Grading Limits













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EXHIBIT 13 È

TO EXTERNAL

C-ROMP

PROJECT SUMMARY

🕅 Haskell's Landing

| 215,547 sf | ļļ | | | (101) Units | | l'otal |
|------------|----|-------------|---|-------------|--------------------|---------------------|
| 97,724 sf | 11 | | | (59) Units | Multi-Family Units | I OTAL I |
| 117,823 sf | 11 | | | (42) Units | Ouplex Units | Total J |
| | | | | | | |
| 215,547 sf | H | | | (101) Units | | Total Site |
| 124,664 sf | H. | | | (58) Units | East Side | Total |
| 57,178 sf | 1 | | | (34) Units | | |
| 1,834 sf | İF | 1834 sf | ۵ | (1) Unit | (1) Building | Single Unit |
| 16,536 sf | 11 | 1378 sf avg | 0 | (12) Units | (3) Buildings | Four-Plex |
| 38,808 sf | H | 1848 sf avg | 0 | (21) Units | (7) Buildings | Triplex |
| 67,486 sf | | | | (24) Units | | |
| 8,944 sf | jî | 2981 sf | ۹ | (3) Plan 2 | | |
| 2,612 sf | i) | 2612 sf | 0 | (1) Plan 1 | (4) Buildings | Single Units |
| 29,810 sf | 11 | 2981 sf | 0 | (10) Plan 2 | | - |
| 26,120 sf | II | 2612 sf | 0 | (10) Plan 1 | (10) Buildings | East Side Duplex |
| 90,883 sf | 'n | | | (43) Units | West Side | Total |
| 40,546 sf | 11 | | | (25) Units | | |
| 1.834 sf | 1 | 1834 sf | æ | (1) Unit | (1) Building | nuo aigue |
| 16,536 sf | H | 1378 sf avg | ۲ | (12) Units | (J) Buildings | Four-Flex |
| 22,176 sf | 11 | 1848 sf avg | 0 | (12) Units | (4) Buildings | Triplex |

Unit Count

West Side Duplex

(9) Buildings

(9) Plan 1 (9) Plan 2 (18) Units

90

2612 sf 2981 sf

11 11

23,508 sf 26,829 sf 50,337 sf



CDP 4-09-038 (Haskell's Landing) **Triplex Floor Plan**

EXHIBIT 15

THE CHADMAR GROUP

TRIPLEX HOMES

🚿 Haskell's Landing

| η' γ' 4' β' S | | | 1 | | | | | 1 |
|----------------|---------------|--------|---|-----------|-------------|------------|--------|--------------|
| ECOND FLR CVRD | IRST FLR CVRD | SARAGE | | MING AREA | ECOND FLOOR | IRST FLOOR | | HA |
| 98 SF | 102 SF | 412 SF | | 1834 SF | 825 SF | 1009 SF | PLAN 1 | SKELL'S LAND |
| 71 SF | 71 SF | 415 SF | | 2343 SF | 1068 SF | 1275 SF | PLAN 2 | ING TRIPLEX |
| 0 SF | 162 SF | 225 SF | | 1365 SF | 1226 SF | 139 SF | PLAN 3 | |

FIRST FLOOR

PLAN 1



SECOND FLOOR

PLAN 2

PLAN 1



PLAN 3

CDP 4-09-038 (Haskell's Landing) **Triplex Floor Plan Ontion**

EXHIBIT 16

-(T M

CHADMAR GROUP

TRIPLEX HOMES-OPT BED AT PLAN 3 AREA CALCULATIONS

💥 Haskell's Landing

| 0'2'4' 8' | | | | | | | |
|-----------------|----------------|--------|------------|--------------|-------------|--------|--------------|
| SECOND FLR CVRD | FIRST FLR CVRD | GARAGE | LMING AREA | SECOND FLOOR | FIRST FLOOR | | HA |
| 98 SF | 102 SF | 412 SF | 1834 SF | 825 SF | 1009 SF | PLAN 1 | SKELL'S LAND |
| 71 SF | 71 SF | 415 SF | 2343 SF | 1068 SF | 1275 SF | PLAN 2 | HNG TRIPLEX |
| 0 SF | 162 SF | 225 SF | 1493 SF | 1353 SF | 139 SF | PLAN 3 | |

FIRST FLOOR



PLAN 2



PLAN 2



SECOND FLOOR

PLAN 1

Fourplex Floor Plan

CDP 4-09-038 (Haskell's Landing)

EXHIBIT 17

IFT E

CHADMAR

GROUP

FOURPLEX HOMES

🗶 Haskell's Landing

GARAGE FIRST FLR CVRD SECOND FLR CVRD FIRST FLOOR SECOND FLOOR LIVING AREA PLAN 1 1009 SF 825 SF 1834 SF 102 SF 98 SF 412 SF HASKELL'S LANDING FOURPLEX PLAN 2 1275 SF 1068 SF 2343 SF 415 SF 71 SF PLAN 4 0 SF 764 SF 764 SF 225 SF 8 SF PLAN 5 0 SF 570 SF 570 SF 0 SF COMMON 202 SF 94 SF 0 SF 0 SF 296 ST

0' 2' 4'

FIRST FLOOR

PLAN 2

PLAN 1



SECOND FLOOR

PLAN 2

PLAN 1









0' 2' 4' 8'










0' 2' 4' B'

Specific colors will be presented and determined at the Preliminary Design Review.

















THURSDAY, ITEM 8 b

DISCLOSURE OF EX PARTE COMMUNICATIONS

Name of the project:

Application No. 4-09-038 (Oly Chadmar General Partnership, Goleta) Application of Oly Chadmar General Partnership to construct 101-unit residential condominium totaling 139,469 sq. ft. of building coverage and 95,628 sq. ft. of streets, sidewalks, driveways, and parking areas, open space areas, habitat revegetation, and 41,950 cu.yds. grading (21,050 cu.yds. cut and 20,900 cu.yds. fill) on 14.46 ac. site, 7900 Hollister Avenue, City of Goleta, Santa Barbara County

Date and time of receipt of communication Monday November 1, 2010

Type of communication: Face to face

Persons attending: John Davies and Charles Lande

Person receiving communication: Dan Secord

Substantive description of the context of communication:

I received a briefing on the project representatives who described the project, its site, that the project would be 20% affordable with ½ of the affordable on site and the other ½ elsewhere. There is a \$1.5 million contribution to a City of Goleta Fire station on City-owned land adjacent to the project. The water drainage from the site was described as was a biological report and a sound wall for the benefit of the project.

Date: 11-2 - 10

Signature of Commissioner:

EXHIBIT 31 CDP 4-09-038 (Haskell's Landing) Ex-Parte Communications

2009-0033362

8.88

Recorded | REC FEE Dfficial Records | County of | Santa Barbara | Joseph E. Holland |

08:02AM 09-Jun-2009 | Page 1 of 108

RECORDING REQUESTED BY:

Charles R. Lande Oly Chadmar Sandpiper General Partnership 2716 Ocean Park Boulevard, Suite 1064 Santa Monica, CA 90405

WHEN RECORDED MAIL ORIGINAL TO:

City Clerk, City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117

WITH A COPY TO:

Charles R. Lande Oly Chadmar Sandpiper General Partnership 2716 Ocean Park Boulevard, Suite 1064 Santa Monica, CA 90405

Richard C. Monk, Esq Hollister & Brace 1126 Santa Barbara Street Santa Barbara, CA 93102

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

108

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

| EXHIBIT NO. 32 | |
|----------------|---------------|
| APF | LICATION NO. |
| L | 1-09-038 |
| Dev | elopment Agmt |

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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 19th day of May 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 3 one-bedroom units and 2 two-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 and May 5, 2009 the City Council of the City of Goleta held a duly noticed public hearing, at which time the following actions were taken

- Adopted Resolution 09-26 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.
- Introduced and conducted the first reading (by title only) and waived further reading of City Council Ordinance 09-07 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.
- Conceptually approved the Haskell's Landing Project by conditionally adopting City Council Resolution 09-31 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 May 19, 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 May 19, 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 09-07 was conducted in regards to this Development Agreement for the Haskell's Landing Project, and also at which time City Council Resolution 09-31 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 <u>Defined Terms</u>. 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 three (3) one-bedroom units and two (2) two-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) "<u>Agreement</u>" shall mean this Development Agreement.

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

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

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

(f) "<u>City</u>" shall mean the City of Goleta, California, or its successors in interest,

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

(h) "<u>Owner</u>" shall collectively mean Oly Chadmar Sandpiper General Partnership, or its successors in interest and assignees pursuant to this Agreement.

(i) "<u>Development Plans</u>" shall mean the development plans for the Property as defined in Recital G above and in Section 2.01(I) below.

(j) "<u>EIR</u>" 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) "<u>Effective Date</u>" shall mean the 31st day following the date of adoption by the City Council of Ordinance 09-07 approving this Agreement.

(I) "<u>Mortgagee</u>" 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) <u>"Project</u>" shall mean the development of the Property as defined in Recital G above.

(n) "<u>Project Approvals</u>" 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) "<u>Subsequent Approvals</u>" shall mean those certain future approvals for the Project which the City agrees to grant pursuant to Section 4.02.01 below.

(q) <u>"Tentative Map</u>" shall mean that Vesting Tentative Map for the Property as described in Section 2.01(n) above.

2.02 <u>Additional Defined Terms</u>. 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 <u>Permitted Uses; Terms and Conditions of Development</u>. 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 <u>Vested Right to Develop: Effect of Agreement</u>. 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 <u>Applicable Law of the Project</u>. 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 <u>Exception for Uniform Codes</u>. 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 <u>Subsequent Enactments</u>. 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 <u>State and Federal Laws</u>. 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 <u>Development Timing</u>. 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 <u>Fees, Conditions and Dedications</u>. 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 <u>Goleta Transportation Impact Mitigation Fees</u>. 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 <u>Construction of Improvements</u>. 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 <u>Park Fees</u>. 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 <u>Amendments to Entitlements</u>. 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 <u>Obligations of Owner</u>. Owner shall satisfy the following obligations in its development of the Project:

4.01.01 <u>Compliance with Conditions</u>. 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 <u>Compliance with Mitigation Monitoring Program</u>. 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 <u>Provision of Extraordinary Benefits to City</u>. 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 3 one-bedroom units and 2 two-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 55years. 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.

4.01.04 <u>Dismissal of Litigation.</u> The following lawsuit (hereafter "Lawsuit") has been filed by Owner against the City: *Oly Chadmar Sandpiper General Partnership v. City of Goleta, The City Council of the City of Goleta, et al.* Santa Barbara Superior Court Case No. 01241927. Upon (i) approval of this Agreement by the City Council, and (ii) the expiration of 90 days following approval of the project by the City provided that no action has been filed challenging such approval, or, upon Resolution of all such legal challenges which are timely commenced, Owner agrees to file a dismissal with prejudice of the Lawsuit and to execute a mutual release in the standard form which shall include, among other things, a statement of release of the City for any liability for the acts referenced in the Lawsuits and a provision that each party to the Lawsuits shall bear their own costs and attorneys fees. 4.02 <u>Obligations of City</u>. City shall satisfy the following obligations in its review of the Project pursuant to this Agreement:

4.02.01 <u>Processing and Approvals</u>. 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 <u>Environmental Review</u>. 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 <u>Other Governmental Permits</u>. 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 <u>Withholding of Permits</u>. 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 <u>Effective Date</u>. 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 <u>Term</u>. 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 <u>Amendment of Agreement</u>. 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 <u>Minor Amendments</u>. 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. <u>Default and Remedies: Annual Review: Impossibility of Performance:</u> <u>Cooperation in the Event of Legal Challenge: Applicable Law; Termination upon</u> <u>Completion of Development: Processing During Third Party Litigation</u>.

7.01 <u>Default: General Provisions</u>. 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 <u>Default of Owner</u>. 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 <u>Default of City</u>. 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 <u>Remedies Upon Default</u>. 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 <u>Reference</u>. Pursuant to Code of Civil Procedure Section 638, <u>et seq</u>., 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 <u>Compliance with the California Claims Act</u>. 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 <u>Impossibility of Performance</u>. 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 <u>Agreement Constitutes Legislative Act</u>. 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 <u>Processing During Third Party Litigation</u>. 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 <u>Notification of Mortgagee</u>. 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:

 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 <u>Encumbrances on the Subject Property</u>. 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 <u>Right to Assign</u>. 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 <u>Assignment to Owner's Affiliated Entities</u>. Owner shall have the absolute right to assign it's 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 <u>Assignment to Qualified Developers</u>. 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 charted 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 <u>Assignment to Other Developers</u>. 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 <u>Events Not Constituting an Assignment</u>. 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



(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 <u>Limited Effect or Default</u>. 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 <u>Release of Owner</u>. 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 <u>Release of Transferring Order</u>. 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 <u>Insurance</u>. 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) <u>General</u>. 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) <u>Commercial General Liability</u>. 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) <u>Business Auto Coverage</u>. 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) <u>Excess or Umbrella Liability Insurance (Over Primary Coverage)</u>. 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) <u>Workers' Compensation</u>. Coverage shall be maintained as required by the State of California.

(f) <u>Insurance Coverage to be Maintained by Owner's Contractors and</u> <u>Subcontractors</u>. 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 <u>Severability</u>. 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 <u>Relationship of Agreement and Project Approvals</u>. 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 <u>Further Actions</u>. 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 <u>Operating Memoranda</u>. 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 <u>Construction</u>. 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 <u>Notices</u>. 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 <u>Estoppel Certificate</u>. 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 of 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 <u>Owner's Interest</u>. Owner represents that the Property is owned by Owner or that Owner has control of the Property described in Exhibit A.

8.13 <u>No Third Party Beneficiary</u>. 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 <u>Relationship of Parties</u>. 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 <u>Waiver</u>. 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 <u>Applicable Law</u>. 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 <u>Time of Essence</u>. Time is of the essence for this Agreement.

8.18 <u>Recordation</u>. 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



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

8.21 <u>Counterparts and Exhibits</u>. 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, six (6) 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 <u>Signatures</u>. 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 <u>Inconsistency</u>. 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.
CITY OF GOLETA, a municipal corporation

Roger S. Aceves, Mayor

APPROVED TO ADMINISTRATION

Daniel Singer, City Manager

ATTEST **City Clerk** tantino,

APPROVED AS TO FORM

Tim W. Giles, City Attorney

OLY CHADMAR SANDPIPER GENERAL PARTNERSHIP, a Delaware general partnership

By: Charles R. Lande Its: Authorized Representative

elc. Monke

By: Richard C. Monk Attorney for Owner

ACKNOWLEDGMENT State of California County of Santa Barbara) On June 2, 2009 before me, Donna L. Quaglia, Notary Public, (insert name and title of the officer) personally appeared <u>Deborah Constantino</u> who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/are subscribed to the within instrument and acknowledged to me that hershe/lbey executed the same in bis/her/their authorized capacity(ies), and that by his/her/their signature(a) 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. DONNA L. QUAGLIA Commission # 1777857 Notary Public - California Santa Barbara County Signature floral Quaglia Comm. Expires Dec 1, 2011 (Seal) \$433

ACKNOWLEDGMENT State of California County of Santa Barbara On June 2, 2009 before me, Donna L. Quaglia, Notary Public (insert name and title of the officer) personally appeared Daniel Singer who proved to me on the basis of satisfactory evidence to be the person(a) whose name(a) is/are subscribed to the within instrument and acknowledged to me that he/sba/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(a) 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. DONNA L. QUAGUA Commission # 1777857 Notary Public - California Santa Barbara County Signature Donnel. Quaglin Comm. Expires Dec 1, 2011 (Seal) # 441

ACKNOWLEDGMENT State of California County of Santa Barbara On June 2, 2009 before me, Donna L. Quaglia, Notary Dublic, (insert name and title of the officer) personally appeared <u>Roger S. Aceves</u> 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. DONNA L. QUAGLIA WITNESS my hand and official seal. Commission # 1777857 Votory Public - Co iomia Santa Barbara County Comm. Finite 9011 Signature Monnell Quaglia (Seal) #437

ACKNOWLEDGMENT State of California County of Santa Barbara On May 28, 2009 before me, Donna L. Quaglia, Notary Public, (insert name and title of the officer) personally appeared Tim W. Giles 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/sbe/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. DONNA L. QUAGUN Commission # 1777462 iomia or Public anta Barbara Count Signature Norma !. Queglia Comm. Expires Dec 1, 201 (Seal)

\$429

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA)

On <u>May 79,7009</u>, before me, [here insert the name and title of the officer] Tammed Nicold Worden, personally appeared <u>Lichard C. Monk</u> 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.

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WITNESS my hand and official seal.

(Seal)



ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA)

On <u>May 29, 2001</u>, before me, there insert the name and title of the officer <u>May 2001</u>, personally appeared <u>May 2001</u>. Condex who proved to de 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.

(Seal)

WITNESS my hand and official seal. Signa

TAMMY NICOLE WOODEN Commission # 1813119 Notary Public - California Santa Barbara County ly Comm. Expires Sep 16, 2012

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

<u>07-102-GP, -OA, - TM, -DP, -RN: Haskell's Landing Development Plan</u> 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 C CONDITIONS OF APPROVAL HASKELL'S LANDING PROJECT 07-102-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-TM, -DP, -RN marked "Officially Accepted, May 19, 2009 City Council 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:

<u>07-102-GP, -OA, - TM, -DP, -RN: Haskell's Landing Development Plan</u> 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)

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07-102-TM: Vesting Tentative Tract Map

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

2. AUTHORIZED DEVELOPMENT:

<u>Vesting Tentative Tract Map (07-102-TM)</u>: 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.

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

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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.

<u>Development Plan (07-102-DP)</u>: A Final Development Plan for the construction of a 101-unit residential condominium project. A total of 42 buildings will be constructed.

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 (Т.Н., 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 1. 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.

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| 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 - 3 | 1,834 | 412 | Market |
| Two-Bedroom* T.H. Detached | 2 | 1,834 | 412 | Market |
| Two-Bedroom* T.H. Carriage | 9 | 1,365/1,493 | 225 | Market |
| Two-Bedroom* T.H. Carriage | 2 | 1,365/1,493 | 225 | Affordable |
| One-bedroom T.H. Carriage | 3 | 764 | 225 | Market |
| Studio T.H. Carriage | 1 | 570 | | Market |
| One-bedroom T.H. Carriage | 3 | 764 | 225 | Affordable |
| Studio T.H. Carriage | 6 | 570 | 0 | Affordable |

Table 1: Haskell's Landing Residential Habitable Building Areas

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.

<u>Affordable Housing</u>: 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, three (3) one-bedroom units (equal to 5 percent of all the units), and two (2) two-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 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 lowincome households. As illustrated in Table 2, the ten (10) affordable units will be distributed throughout the project site.

<u>Parking</u>: 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.

<u>Access</u>: 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.

<u>Architecture and Landscaping</u>: 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).

<u>Site Preparation</u>: 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.

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

<u>Public Services:</u> 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.

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

ont yard setback requirement (20 ft. fro

- Reduction of the front yard setback requirement (20 ft. from road right-ofway 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-ofway or 50 ft. from centerline) to allow for construction of the units a minimum distance of 5 feet from the nght 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).

<u>Road Naming (07-102-RN)</u>: 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

4.



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.

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

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.

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

All exterior night lighting shall be of low intensity/low glare design, and shall 5. 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

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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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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

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of the California Code of Regulations (CCR) to reduce diesel particulate matter (PM) and criteria pollutant emissions from in-use off-road dieselfueled 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 heavyduty diesel engines shall be used. Equipment meeting Tier 2 or higher emission standards should be used to the maximum extent feasible.
- 1. 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.

<u>Monitoring</u>: 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:

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- 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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;
- I. 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring:</u> 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.

<u>Monitoring:</u> 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring:</u> 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.

<u>Monitoring:</u> 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. Pian 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.

<u>Monitoring:</u> 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.

<u>Monitoring:</u> 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.

<u>Monitoring:</u> 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.

<u>Monitoring</u>: 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.

<u>MonItoring:</u> 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.

<u>Monitoring:</u> 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

Pian 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.

<u>Monitoring</u>: 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, droughttolerant 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.



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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.



<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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 Regulrements: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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. **Pian Requirements and Timing**: A copy of the notice shall be sent to the City of Goleta prior to map recordation.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring:</u> 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 comer 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.
- 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.
- 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.

<u>Monitoring</u>: 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. <u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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 if available. 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 The indoor water-conserving measures shall be graphically this use. depicted on building plans and approved prior to issuance of any LUP for the project.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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.

<u>Monitoring</u>: 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 blcycle 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) | Due at Map Recordation | | |
| | \$7,222/unit* for 95 Condominium units (\$686,090) | | | |
| 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.



- 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.

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- 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.



MEMORANDUM

DATE: February 25, 2009

TO: Cindy Moore, Senior Planner

FROM: Marti Schultz, Principal Civil Engineer

SUBJECT: Northwest Corner of Hollister Avenue and Las Armas Road, APN 079-210-049, Case No. 07-102-GP, OA, TM, DP, RN, Recommended Conditions of Approval (Haskell's Landing)

Community Services recommended Conditions of Approval for the subject project at Northwest Corner of Hollister Avenue and Las Armas Road, APN 079-210-049 are:

A. PRIOR TO MAP RECORDATION

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e)

Owner shall submit to the Community Services Department two copies of a separate public improvement plan 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 improvement plan 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.

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 review and approved by the City Engineer prior to the execution of the Reimbursement Agreement.





Northwest Corner of Hollister Avenue and Las Armas Road, APN 079-210-049, Case No. 07-102-GP, OA, TM, DP, RN, Recommended Conditions of Approval (Haskell's Landing) February 25, 2009

Hollister Avenue Public Improvements:

- f) Provide full width improvements with sidewalk, parkway, street lights, curb, gutter, street lights 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.
- 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.
- 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.
- 2. A signed Agreement for Public Improvements, an Engineer's Estimate, signed and stamped by a registered civil engineer and approved by City Engineer. The applicant shall be required to post securities for construction of improvements prior to execution of the Agreement. Securities will 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.
- 3. Payment of Quimby Fees in accordance with the Development Agreement.

B. PRIOR TO LAND USE PERMIT

- Payment of Development Impact Fees for Transportation (GTIP Fees) in accordance with the Development Agreement. 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.
- A Waste Reduction and Recycling Plan (WRRP) shall be submitted to the Community Services Department for review and approval. Said plan shall indicate how a 50% diversion goal shall be met during construction.
- 3. The applicant/property owner shall contract with a City approved hauler to facilitate the recycling of all construction recoverable/recyclable material. (Copy of Contract to be provided to the City). Recoverable construction

Northwest Corner of Hollister Avenue and Las Armas Road, APN 079-210-049, Case No. 07-102-GP, OA, TM, DP, RN, Recommended Conditions of Approval (Haskell's Landing) February 25, 2009

material shall include but not be limited to: asphalt, lumber, concrete, glass, metals, and drywall.

- 4. All existing survey monuments within the limits of construction shall be preserved and/or tied out and recorded prior to at the County of Santa Barbara's Surveyor's Office.
- 5. 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.
- C. PRIOR TO Certificate Of Occupancy (C of O):
 - 1. Complete all Public Improvements along Hollister Avenue and Las Armas Road, as shown on the public improvement plans.
 - 2. 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. The final report shall be approved by the Community Services Department prior to C of O.
 - 3. All existing survey monuments shall that were preserved and/or tied out shall be reset in coordination with the County of Santa Barbara's Surveyor's Office.
 - 4. Submit 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.
 - Repair any damaged public improvements (curbs, gutters, sidewalks, etc.) caused by construction subject to the review and approval of the Community Services Department.

If you have any questions, please contact me at x7562.



Fire Department

"Serving the Community since 1926" HEADOUARTERS

4410 Cathedral Oaks Road Santa Barbara, CA 93110-1042 (805) 681-5500 FAX: (805) 681-5563 John M. Scherrei Fire Chief

Tom Franklin Deputy Fire Chief

April 23, 2008

Ms. Cindy Moore, Planner Planning and Environmental Services City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117

CITY OF GOLETA CALIFORNIA APR 24 2008 RECEIVED

Dear Ms. Moore:

SUBJECT: APN: 079-210-049; Permit #: 07GPC-102-GP/TM/DP/DRB Site: Hollister Avenue/Las Armas, Goleta Project Description: Haskell's Landing – 102 New Single Family Dwellings

This Memorandum Supersedes the Previous Memorandum Dated March 24, 2008 Clarification of Road Width Requirements for Roads A, B, C, D, and E All Other Conditions Remain the Same

The above project is located within the jurisdiction of the Santa Barbara County Fire Department. To comply with the established standards, we submit the following with the understanding that the Fire Protection Certificate application may involve modifications, which may determine additional conditions.

PRIOR TO MAP RECORDATION THE FOLLOWING CONDITIONS MUST BE MET

1. All access ways (public or private) shall be installed and made serviceable. Roadway plans, acceptable to the fire department, shall be submitted for approval prior to any work being undertaken.

The proposed roads A, B, C, D, and E shall be constructed to the widths specified and shown on plans dated March 5, 2008.

The secondary access/egress road onto Las Armas Road on the south side of the project shall have an open and unobstructed width of no less than twenty (20) feet.

Red curbs and no parking signs shall be installed at the direction of the fire department. A parking and striping plan will be required to be submitted for review and approval by the fire department prior to erection of combustible materials.

GENERAL NOTICE

 Stop work immediately and contact the County Fire Department, Hazardous Materials Unit (HMU) at 686-8170 if visual contamination or chemical odors are detected while implementing the approved work at this site. Resumption of work requires approval of the HMU.

PRIOR TO ERECTION OF COMBUSTIBLE BUILDING MATERIALS THE FOLLOWING CONDITIONS MUST BE MET

- 3. Twelve (12) fire hydrants shall be installed. The hydrants shall be located per fire department specifications and shall flow 1250 gallons per minute at a 20 psi residual pressure. Prior to installation, plans showing locations, size and type of hydrants, valves, main lines and lateral lines shall be approved by the fire department.
- 4. Stop work immediately and contact the County Fire Department, Hazardous Materials Unit (HMU) at 686-8170 if visual contamination or chemical odors are detected while implementing the approved work at this site. Resumption of work requires approval of the HMU.

PRIOR TO OCCUPANCY CLEARANCE THE FOLLOWING CONDITIONS MUST BE MET

- 4. Ten road names will be required for this project. Please contact the City of Goleta Planning Department at (805) 961-7543 for application information.
- 5. The fire department shall determine and assign all address numbers and shall issue such numbers to property owners and occupants.
- 6. Building address numbers shall be posted in conformance with fire department standards.
- 7. When access ways are gated, a fire department approved locking system shall be installed.

079-210-049

8. Santa Barbara County Fire Department fire sprinkler system requirements shall be met. Fire sprinkler system plans shall be approved prior to installation. Location of any fire department connection shall be determined by the fire department.

3

9. Payment of development impact fees is required. The fees shall be computed on each new building, including non-habitable spaces.

The developer has agreed to an in-lieu fee payment to be credited against the required fee to be paid pursuant to section 15-53 of Chapter 15 of the County Code. This in-lieu payment shall be deposited into the Fire Station 10 construction account pursuant to this article.

These conditions apply to the project as currently described. Future changes, including but not limited to further division, change of occupancy, intensification of use, or increase in hazard classification, may require additional mitigation to comply with applicable development standards in effect at the time of change.

In the interest of life and fire safety,

Mart gl

for - Glenn Fidler, Inspector

GF:jmd c APN



H.O. Box - Genetal CH 93115-6004

801. 308-2617 + FAX 808 882-8967

September 4, 2007

Oly Chadmar Sandpiper General Partnership 1933 Cliff Drive, Suite 6 Santa Barbara, CA 93109

RE: SEWER AVAILABILITY LETTER FOR APN: 079-210-049 PROJECT: Haskell's Landing -Hollister Ave., Goleta

Dear Sirs:

The property referenced above at Hollister Avenue, Goleta, CA APN# (079-210-049) is within the boundary of the Goleta West Sanitary District (GWSD).

Santa Barbara County sewer policy and District Ordinance No. 60 requires that any sewage generating uses constructed on this property be connected to a community sewer system.

Sewer capacity of one-hundred-two (102) ERU in District facilities is presently available to serve the property, and is expected to be available to serve the property if it is connected to the District sewer system pursuant to a District Sewer Service Connection Permit within one year from the date of this letter. The District makes no representation concerning sewer capacity beyond the period stated above.

In order to secure a District Sewer Service Connection Permit for the property, it will be necessary to comply with all District requirements for the issuance of a Connection Permit including payment of all required fees. In addition, sewer connection must comply with the District's standard specifications for sewer construction.

Please confirm your acceptance of the terms and conditions outlined herein by signing the acceptance statement below.

Sincerely,

GOLETA WEST SANITARY DISTRICT

TO: GOLETA WEST SANITARY DISTRICT

RE: APN 079-210-049

te hereby confirm our acceptance of the terms and conditions outlined in this Sewer Availability Letter.

Signature of Owner or their agent.

Date 1/11/08

Date

PMT-604 Rev. 1/2000 Q:QOLETADOCUMENTRAveliability Latters & Procedure/270904 Availability Latter 0792 10049 Haskelis Landiag.de MAR-19-2008 08:25

MTD

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Transit District

CA 93101



805 962 4794 P.01/01

18 March 2008

City of Goleta Planning & Environmental Services Attn: Cindy Moore 130 Cremona Drive, Suite B Goleta, CA 93117 CITY OF GOLETA CALIFORNIA MAR 1 9 2008 RECEIVED

Re: Development Review Committee Case Number 07-102-GP, -TM, -DP, -DRB

Dear Cindy,

Thank you for giving us the opportunity to review plans for the Haskell's Landing development.

As you know, the Santa Barbara Metropolitan Transit District (MTD) provides fixed route transit service for southern Santa Barbara County. The site of the proposed project is served by Lines 23 and 25. There are existing bus stops on both sides of Hollister Avenue at Sandpiper Golf Course.

Because the residents of this development will likely place additional demands on transit service in the area, MTD requests that the developer be required to do the following as part of this project:

- Make improvements to the bus stops on both sides of Hollister at Sandpiper Golf Course to make the stops ADA-compliant and to bring them up to current MTD Bus Stop Standards. Improvements should include ADA-compliant pads, benches, trash receptacles, and bus stop shelters with night lighting for safety.
- Create safe, direct, and ADA-compilant pedestrian access from the residential units to the bus stop on the North side of Hollister Avenue.
- Provide a crosswalk or other improvements that will allow pedestrians to safely cross Hollister Avenue to access the bus stop on the south side of Hollister Avenue.

Thank you again for allowing us to comment on this project. Should you have any questions, please feel free to contact me by phone at 805-963-3364 extension 218 or by email at the address below.

ncer

Cynthia Boche Assistant Pianning Manager cboche@sbmtd.gov

Santa Barbara County Air Pollution Control District

March 13, 2009

David Stone, Contract Planner City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117

RE: <u>Conditions of Approval, Haskell's Landing Project, Case Nos. 07-102-GP, -TM, -DP, -RN,</u> <u>Assessor Parcel Number 079-210-049</u>

Our Vision Clean Air

Dear Mr. Stone:

The Santa Barbara County Air Pollution Control District (APCD) is responding to your request for recommended conditions of approval for the above-referenced project. You provided us with a set of proposed conditions of approval related to air quality on March 6, 2009. Those proposed conditions of approval are included in this letter, with suggested revisions in Italics.

APCD staff submitted previous comments on the air quality impacts associated with the proposed project (reference APCD letters dated November 17, 2008 and December 8, 2008). Again, we would like to express concern regarding the placement of sensitive land uses (i.e., residences) in close proximity to toxic air contaminant sources such as the Union Pacific Railroad right-of-way and the U.S. 101 Freeway. Although the proposed conditions of approval include mitigations that are intended to reduce the severity of these impacts (conditions 7 and 8), APCD staff does not consider these impacts to be mitigated to a level that is less than significant under the California Environmental Quality Act (CEQA). It should also be noted that condition number 7, related to installation and maintenance of "MERV-13" air filters at the proposed residences, is anticipated to lose effectiveness over time, unless there is an ongoing inspection and maintenance program for the air filtration equipment.

Proposed Air Quality Conditions of Approval for Haskell's Landing project:

 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. However, reclaimed water should not be used in or around crops for human consumption.
 - 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. Soll stockpiled for more than two days shall be covered, kept moist, or treated with soil binders to prevent dust generation.

Terence E. Dressler • Air Pollution Control Officer 260 North San Antonio Road, Suite A • Santa Barbara, CA • 93110 • www.sbcaped.org • 805.961.8800 • 805.961.8801 (fax) Conditions of Approval, Haskell's Landing Project, Case Nos. 07-102-GP, -TM, -DP, -RN March 13, 2009

- Page 2
- 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.

<u>Monitoring</u>: 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.

- As of June 15, 2008, fleet owners are subject to sections 2449, 2449.1, 2449.2, and 2449.3 in 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. In order to minimize ROC and NOx and PM₁₀ emissions during construction, the following measures equipment control measures shall be implemented:
 - a. Heavy-duty-diesel-powered-construction-equipment-manufactured after 1996 (with federally mandated "clean" diesel engines) shall be used.
 - a. All portable construction equipment shall be registered with the state's portable equipment registration program OR permitted by the 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.
 - 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:
 - shall not idle the vehicle's primary diesel engine for greater than 5 minutes at any location; and

Conditions of Approval, Haskell's Landing Project, Case Nos. 07-102-GP, -TM, -DP, -RN March 13, 2009 Page 3

- 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.
- I. 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.

<u>Monitoring</u>: 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.

- 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 329, governing application of cutback and emuisified asphalt paving materials;
 - Obtaining required permits for any emergency diesel generators or large bollers prior to any LUPs;
 - Obtaining APCD permits prior to handling or treating any contaminated soil onsite, if identified;
 - d. Limited Idling of heavy-duty diesel trucks during loading and unloading to five minutes at any location and auxiliary power units should be used whenever possible. State-law requires that drivers of diesel fueled commercial vehicles weighing more than 10,000 pounds shall not idle the vehicle's primary diesel engine for greater than 5 minutes at any location. Such heavy vehicles 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 if you have a sleeper berth and you're within 100 feet of a restricted area (residential uses and schools). (This is not an APCD rule, it is a CARB rule, and is already presented in conditions 2.1.)

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.





Conditions of Approval, Haskell's Landing Project, Case Nos. 07-102-GP, -TM, -DP, -RN March 13, 2009 Page 4

<u>Monitoring</u>: 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.

4. 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 *installed 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.

<u>Monitoring</u>: 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.

- 5. 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;
 - I. 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.

6. To reduce dally 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

Conditions of Approval, Haskell's Landing Project, Case Nos. 07-102-GP, -TM, -DP, -RN March 13, 2009 Page 5

building plans and shall be reviewed and approved by City staff prior to issuance of LUPs for structures.

<u>Monitoring</u>: 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.

7. 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.

<u>Monitoring:</u> 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.

8. 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 of children 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.

<u>Monitoring</u>: 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.

Thank you for the opportunity to review the proposed project conditions of approval. Please feel free to contact me at 961-8838 (mmp@sbcapcd.org) if you have any questions.

Sincerely,

Molly Pearson

Molly Pearson Air Quality Specialist Technology and Environmental Assessment Division

cc: TEA Chron File Project File



4699 HOLLISTER AVENUE GOLETA, CALIFORNIA 93110-1999 TELEPHONE 805/964-6761 FAX 805/964-7002

PRELIMINARY CONDITIONS LETTER 2nd REVISION

February 14, 2008

Mary Meaney Reichel 66 Hollister Ranch Gaviota, CA 93117

Re: GWD Project No. 02-3386 - Haskell's Landing - TM 32,032 (formerly Residences at Sandpiper)
APN 079-210-49 - 7925 Hollister Avenue
City of Goleta Case #07-102-GP,-TM,-DP
Formerly Santa Barbara County Case No. 99-DP-051, TM 14,541

Dear Ms. Reichel:

The Goleta Water District has reviewed the application for new water service submitted by Charles Lande for the referenced project. Based on our review of that application, we have determined that new water service will be provided for the proposed project subject to the conditions stated below. Reference is made to the original GWD Preliminary Conditions letter dated 12/14/2001 and the 1st Revision to same dated 4/29/2002. This letter takes into account all fees/deposits previously paid and supersedes all previous Preliminary Conditions Letters for your project.

For obtaining a Can and Will Serve Letter:

- 1. Payment of the New Water Supply Charge in the amount of \$0.00. See Attachment A for details.
- 2. Payment of the New Meter Installation fee in the amount of \$0.00. See Attachment B for details.
- 3. Provide a design of water system improvements and dedication of necessary easements for the water system improvements in accordance with the District's standards and specifications. See Attachment C for details.

Submit a Plan Check deposit in the amount of 0.00.

Submit a Construction Inspection deposit in the amount of 20% of the GWD determined construction cost estimate. (Already deposited).

Provide a Letter of Credit for Performance, Labor, Materials and Warranty in the amount of 150% of the construction cost estimate.

APN 079-210-49 Haskell's Landing TM 32,032 (formerly Residences at Sandpiper TM 14,451) February 14, 2008

4. Provide approved project Conditions of Approval and letters from City of Goleta Planning and S.B. County Fire Departments.

For having water service activated:

Meet conditions 1 through 4 stated above and

5. Construct water system improvements and install approved backflow devices as may be required by the District. See Attachment C for details.

This Application is unusual due to the formation of the City of Goleta relative to the Applicant's completion of GWD's pre-construction requirements. In 2002, subject Applicant paid all fees required by the 4/29/2002 Revision to the Preliminary Conditions Letter. Due to the formation of the City of Goleta in 2002, this project was put on hold due to now resolved issues regarding the City of Goleta's Conditions vs. the County of Santa Barbara Planning Dept. Conditions, the latter up to that time having had jurisdiction. To date, no construction has yet taken place. At this time, the project is again active. Although no additional fees are required, current Letters of Credit and revised easements are required.

If the project changes during the course of City of Goleta or S.B. County Fire Dept. review or otherwise, these conditions including the fees indicated, may be changed. Please contact the District when you are prepared to begin the design of the water system improvements for the project.

Please provide a copy of this letter to the Project Engineer, Contractor and other consultants working on this project. If you have any questions regarding this matter, contact Carrie Bennett at (805) 879-4636.

Sincerely, GOLETA WATER DISTRICT

motyWilliams

Misty Williams Engineering Associate

MMW/ddi

Attachments: A, B, C, D

SACWD JOBS12002 JOBS12364 Sandpiper Waser System Improvements Residences -entrs.FL.FI.NisckeBs Landing_2007 Repetivation3384_LTEAPP_2ad REVISION PRELIM CONDITIONS LETTER_080214.dos

Page 2 of 9

APN 079-210-49

Preliminary Conditions Letter - 3rd Revision Haskell's Landing TM 32,032 (formerly Residences at Sandpiper TM 14,451) February 14, 2008

Attachment A - New Water Supply Charges

The applicant shall submit payment of a New Water Supply Charge (NWSC) in the amount of \$0.00 determined as follows:

Based on the following excerpts from 4/29/2002 Revised Preliminary Conditions Letter:

Per GWD Code, Sec. 5.16, Appendix A, Item 14-B, Single-Family Residences to be charged @ Multiple Family Residential Rate.

\$516,769.00 = \$4,741.00 x 109 units based on the Density Calculation and the NWSC Charge for multi-family residences (MFR). (Paid 5/1/2002).

Per revisions to project in 2007:

- (\$ 33,187.00) = \$4,741.00 x 7 MFR units NWSC deducted due to reduction in units per 2007 Application
- 42,934.00 = two 1" landscape meters @ \$21,467.00 ea. NWSC increase due to increase in proposed landscape irrigation area per 2007 revisions. Was 3.89 acres, now is 5.01 acres
- 9,747.00 NWSC per 2007 revisions to project (Credited against interest \$ earned since payment of original fees in 2002)

No New Water Supply Charge for

Central laundry rooms

Community rooms

Community pools

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Common-area landscaping, provided:

Irrigated area < Number of Units (Acres) 24

per 8/1/2007 Water Use Analysis for Residences Haskell's Landing, per GWD Code, Sec. 5.2.2, Appendix A-12-B:

102 = 4.25 - therefore, there is a NWSC Irrigated area 24 (5.01 Acres)

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Page 3 of 9

APN 079-210-49

Preliminary Conditions Letter - 3rd Revision Haskell's Landing TM 32,032 (formerly Residences at Sandpiper TM 14,451) February 14, 2008

Attachment B - New Meters, Installation and Meter Fees

Per GWD Code, Appendix A:

| Meter Type | Number Required | Meter Size | Service Size | GWD or Contractor to install service (GWD or C) | Manifold (Yes/No) | Unit Cost | Subtotal Cost |
|-------------------------|--------------------|---------------|-----------------|---|----------------------|--------------|------------------|
| Fireline | 66 | _5/8" | Varies | С | No | \$230 | \$15,180 |
| MFR | 12 | 5/8" | 1" | C | Yes | \$230 | \$2,760 |
| MFR | 90 | 3/4." | 1" | С | No | \$241 | \$21,690 |
| Landscape Irrigation | 2 | 1" | 1" | С | No | \$337 | \$674 |
| Meter | 2 | 1" | | | | \$150 | \$300 |
| Installation | 78 | 5/8" | | | | \$100 | \$7,800 |
| Fee | 90 | 3/4" | | | | \$100 | \$9,000 |
| Total No. of Meters | | | | | Total Cost | | *\$57,404 |

or of New Motor Deanis

*Credited against interest earned since payment of original fees in 2002

For Fire Line Connections:

Per GWD Code, Sec. 5.16, Appendix A, Item 9, Meter Only Installation Charges:

These 5/8" detector meters will be installed on the proposed firelines @ 1 fireline per building, whether detached SFR or multiple dwellings in one building.

Customers with an un-metered fire line serving private fire protection sprinklers and hydrant systems shall pay a base charge of \$8.00 per year per 2-inch fireline connection and a monthly base charge of \$2.00 per private fire hydrant. This minimum un-metered fire line charge shall be for standby service only and shall not be credited toward monthly meter charges for water service. Please note that these yearly and monthly fees are subject to change.

General:

Please note that your licensed contractor shall install the stub services. These stub services shall be designed and installed per GWD Standards and Specifications and shall appear on the construction plans for the water system improvements. See Attachment C. Water System Improvements and Easements for more information.

The applicant /owner is responsible for installation and maintenance of the piping and plumbing connection from the downstream side (outlet) of the GWD meter to the

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APN 079-210-49 Preliminary Conditions Letter - 3rd Revision Haskell's Landing TM 32,032 (formerly Residences at Sandpiper TM 14,451) February 14, 2008

Attachment B - New Meters, Installation and Meter Fees - continued

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the search assume to be the state of the

subject parcel and on-site facilities. Any and all easements required for the piping and plumbing downstream of GWD meters is the responsibility of the applicant /owner.

All meter installations, backflow prevention devices and on-site piping are subject to inspection and testing by GWD inspectors for cross connection control and backflow prevention. GWD inspectors shall verify proper construction and installation. See Attachment D. Cross Connection Control and Backflow Prevention for more information.

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APN 079-210-49 Haskell's Landing TM 32,032 (formerly Residences at Sandpiper TM 14,451) February 14, 2008

Attachment C Water System Improvements and Easements

For issuance of a Can and Will Serve letter from GWD, the applicant shall provide to GWD the design and construction drawings for the water mains, valves, service connections, fire hydrants, appurtenances, right of way and easements necessary to serve the proposed project. Prior to water service activation, the applicant will have all the necessary water system improvements including backflow prevention devices constructed, installed, inspected and tested to the satisfaction of GWD.

Water system improvements for this project shall be installed within public right of way or GWD easements and shall include, but not be limited to the following:

New public fire hydrants as required by the Fire Dept.:

All stub services and meters listed in Attachment B.

Since a looped water main system is not possible due to environmental issues, a dual connection shall be installed in the entrance roads to subject tract to GWD's existing water mains in Las Armas Rd. and Hollister Ave. That is, instead of 1 pipeline connecting GWD's water mains to your tract's water system, there will be 2. This allows for the maximum possible water supply in the event one of the pipelines in the tract is out of service. With isolation valves strategically placed, water outages will then be minimized.

Narrow streets often prevent optimal horizontal spacing relative to other utilities. Every effort should be made, indeed extra effort should be expended, to comply with GWD's specifications relative to location of the pipeline in the street: 7 feet minimum from curb face. If this is not possible due to the constraints mentioned above, elbows, angle points and bends in the pipeline shall be no nearer than 2 feet from curb face/edge of pavement. Use additional elbows as needed to comply with this requirement. Centerline of pipeline shall be no nearer than 3 feet to curb face/edge if pavement. Note that per GWD Std. Det. 1-04, a minimum of 4 feet horizontal separation from sewer is allowed for parallel construction since class 200 PVC pipe is specified for this project, provided water and sewer pipelines are at the same elevation or the sewer line is deeper than the water line. Accordingly, align the pipeline with 4 feet minimum separation when the specified 7 feet from curb face cannot be achieved.

GWD pipe lateral(s), connecting to the private fire lines which will serve the proposed project, shall be located within the public road right of way or GWD easements. The backflow prevention device for each fireline shall be installed on private property as close as physically possible to the District's main. The Project Engineer shall recommend a fire line size based on hydraulic calculations.

The applicant is responsible for the installation and maintenance of service connections from the DDCVA to the subject property and to the project facilities and for any and all easements required for the same.

All required backflow prevention devices which shall be shown on the plans.

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Preliminary Conditions Letter - 3rd Revision Haskell's Landing TM 32,032 (formerly Residences at Sandpiper TM 14,451) February 14, 2008

Water System Improvements and Easements - continued Attachment C

Traffic lids which shall be installed on the meter boxes in traffic areas.

All wells on the subject parcel shall be plotted on the plans and identified with State Well numbers and the following comments where appropriate, "to be destroyed per S.B. County Health Regulations" or "to be retained for irrigation purposes".

The applicant's Project Engineer shall submit hydraulic calculations for water mains and fire lines to be installed and dedicated to GWD. The Project Engineer shall submit to the District hydraulic calculations demonstrating the adequacy of the selected pipe size. Peak flows, fire flows, pressures, velocities, and hydraulic gradient shall be presented. If the GWD system is unable to meet these requirements then the applicant is responsible to have the necessary improvements designed and constructed or determine an alternative method of fire protection acceptable to the Fire Department.

The applicant shall submit a copy of a map of the approved fire hydrant locations, signed and stamped with the Fire Department's approval.

The applicant's Project Engineer shall submit an itemized cost estimate for the water system improvements detailed above which are to be dedicated to GWD. This information will be used by GWD to determine the surety and construction inspection deposit amounts.

The owner shall grant easements acceptable to the District for access to and maintenance of all water system facilities to be dedicated to the District. These easements shall be based on the enclosed GWD Easement template and shall include descriptions for all necessary on-site easements. The applicant's engineer shall submit preliminary, i.e. draft, easements for GWD review and comment. GWD will notify the project engineer when the easements are acceptable for notarization and dedication. The easements shall be recorded prior to GWD signing the construction plans.

With the preliminary easements, submit verification of property ownership, such as a copy of the title report, of all landowners involved in granting the easement to GWD.

All documents, calculations, design, construction drawings and easements for the water mains, valving, service connections, fire hydrants, appurtenances, right of way and easements necessary to serve the proposed project shall be prepared by or under the direction of a civil engineer licensed in the State of California (Project Engineer) and shall be in accordance with District Standards and Specifications. All preliminary documents, calculations, design, construction drawings and easements submitted for review or plan check shall have the name and license number of the Project Engineer printed on them. All final documents, calculations, design, construction drawings and casements shall be signed and stamped by the Project Engineer.

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APN 079-210-49 Haskell's Landing TM 32,032 (formerly Residences at Sandpiper TM 14,451) February 14, 2008

Attachment C Water System Improvements and Easements - continued

Prior to beginning design, calculations and preparation of construction drawings for the water mains, valving, service connections, fire hydrants, appurtenances, right of way and easements necessary to serve the proposed project, the applicant's Project Engineer should obtain the appropriate record drawings from GWD of the District's existing water system facilities.

The applicant shall submit three sets of construction plans. The Plan Check Deposit in the amount of \$1,200.00 has already been paid. This deposit is for GWD-incurred costs for plan check and administration. Per GWD Standards and Specifications, you will either be invoiced if the actual cost for plan check to GWD exceeds the amount of the deposit or you will be refunded the balance after GWD costs are deducted.

A Plan Check Sheet checklist is enclosed for your engineer's use in developing the water system improvement plans. Be sure to confirm that all items on the Plan Check Sheet checklist have been reviewed and implemented as appropriate prior to submitting your plans for review. The construction plans will go through a revision process or Plan Check. Once the plans are acceptable to GWD and all other necessary conditions are met, GWD will sign the construction plans for construction of the public water system improvements.

Enclosed is a Water Meter Work Order Information Spreadsheet. Using this spreadsheet, please list as much information as possible for all of the meters to be installed for the subject project. Your engineer will be able to provide some of the information. This spreadsheet shall be submitted prior to GWD signing the construction plans.

ALL new GWD meters shown on the construction plans (including fire line by-pass meters) shall be included on this spreadsheet.

Surety for Labor, Materials, Performance and Warranty shall be provided by the applicant in the form of a Letter of Credit, in an amount equivalent to 150% of the GWD determined construction cost estimate. The letter of credit submitted shall include the terms and conditions of the GWD standard template. Enclosed is a copy of the GWD Letter of Credit template for your use.

The applicant shall submit a Construction Inspection Deposit in an amount of 20% of the GWD determined construction cost estimate (already deposited). This deposit is for GWD-incurred costs for inspection and administration. Per GWD Standards and Specifications, the applicant will either be invoiced if the actual cost to GWD exceeds the amount of the Construction Inspection Deposit, or will be refunded the balance after GWD costs are deducted.

Prior to activation of water service, the applicant shall submit two copies of the recorded Final Tract map, Final Parcel Map or Lot Line Adjustment Map shall be submitted to the District.

Prior to activation of water service, the applicant shall submit the new Assessor Parcel Numbers for the proposed lots.

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APN 079-210-49

Preliminary Conditions Letter - 3rd Revision Haskell's Landing TM 32,032 (formerly Residences at Sandpiper TM 14,451) February 14, 2008

Attachment D - Cross Connection Control and Backflow Prevention

Prior to water service activation, GWD and EHS will perform a cross-connection survey. All connections from unapproved water sources or water lines crossing the new property line(s) shall be terminated prior to receiving service. GWD Inspector shall confirm proof of severance.

Per the California Code of Regulations, Title 17, Section 7583-7605 and Goleta Water District Code Title 6, a GWD approved backflow prevention device shall be installed on all domestic, irrigation, and fire line services as specified by GWD and shall be installed by and at the expense of the customer to prevent backflow from the customer's premises to the public water supply. All backflow devices shall be installed on private property while being as close to the meter as is physically possible. Enclosed for your information is a backflow prevention device information package.

A charge of \$2.50 shall be assessed on the bill of each customer who has a backflow prevention device installed to protect the potable water system. This charge will be assessed per backflow device per month. Please note that this monthly charge is subject to change.

Please consult with Goleta Water District's Backflow Certified Specialist, Ginger Kaufman at (805) 879-4652, prior to having the backflow assemblies installed.

Meters will be installed locked off until the device is certified and is properly functioning. Note that this test must be witnessed by one of the District's Certified Cross-Connection Specialists.

As a result of recent rule changes by the State Department of Health Services regarding the operation of public water systems and backflow prevention, the Goleta Water District has been forced to modify some of our requirements and procedures. One of the areas affected is the timing of the installation of new water meters and the testing of backflow prevention devices. We have made every effort to make our modified requirements and procedures as user friendly and efficient as possible while complying with State regulations.

Please Inform Your Contractor that:

Testing and certification of a backflow prevention device shall not be performed until after the District installs the accompanying new meter. The District will not install new meters until after the service connection has been installed and inspected per GWD standards and specifications. Therefore GWD water will be unavailable through a service connection until after the backflow prevention device has been tested and certified by a Certified Backflow Tester. Also, this test must be witnessed by one of the District's Certified Cross-Connection Specialists.

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FORM OF ASSIGNMENT AND ASUMPTION AGREEMENT

EXHIBIT D

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

Recording Requested By and When Recorded Mail To: HOLLISTER & BRACE 1126 Santa Barbara Street Santa Barbara, CA 93101 Attn: Richard C. Monk, Esq.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into by and between Oly Chadmar Sandpiper General Partnership, a Delaware general partnership ("Assignor"), and _____, a

("Assignee").

RECITALS

A. The City of Goleta ("City") and Assignor entered into that certain Development Agreement dated ______, 2008 (the "Development Agreement"), with respect to the real property located in the City of Goleta, State of California more particularly described in Exhibit "A" attached hereto (the "Property").

C. Assignor intends to sell, and Assignee intends to purchase that portion, of the Property more particularly described in Exhibit "B" attached hereto ("Transferred Property").

D. In connection with such purchase and sale, Assignor desires to transfer all of the Assignor's right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee desires to accept such assignment from Assignor and assume the obligations of Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property.

THEREFORE, the parties agree as follows:

1. <u>Assignment</u>. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee hereby accepts such assignment from Assignor.

2. <u>Assumption</u>. Assignee expressly assumes and agrees to keep, perform and fulfill all the terms, conditions, covenants, and obligations required to be kept, performed and fulfilled by Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property, including but not limited to those obligations specifically allocated to the Transferred Parcel as set forth on Exhibit "C" attached hereto.

3. <u>Effective Date</u>. This Agreement shall be effective upon its recordation in the Official Records of Santa Barbara County, California.

4. <u>Remainder of Project</u>. Any and all rights and obligations pertaining to the Property, other than the Transferred Property, are expressly excluded from the assignment and assumption provisions set forth in Sections 1 and 2 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

"ASSIGNOR"

OLY CHADMAR SANDPIPER GENERAL PARTNERSHIP, a Delaware general partnership

| Date [.] | · · · · · · · · · · · · · · · · · · · | | |
|-------------------|---------------------------------------|--|--|
| Date. | | | |
| | | | |

| By: | |
|------|---------------------------|
| | Charles R. Lande |
| Its: | Authorized Representative |

"ASSIGNEE"

Its:

By:

Date: _____

| ву: | · . | 1. |
|------|-----|--|
| Its: | | |
| | | |

Date:

EXHIBIT E

ESTIMATED GOLETA TRANSPORTATION IMPACT ("GTIP") MITIGATION FEES

Exhibit E Estimated GTIP Fees

| | | | 2009 GTIP Fee | |
|-------|-------------------------|-------|---------------|-------------------|
| | Housing Type | Units | Per Unit* | Total Fees |
| | Single Family Residence | 6 | \$13,509 | \$81,054 |
| | Condominium | 95 | \$7,222 | \$686,090 |
| Total | | 101 | | \$767,144 |

* 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. EXHIBIT F

ESTIMATED PARK/RECREATION/QUIMBY FEES



Exhibit F Estimated Park/Rec/Quimby Fees

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| | Housing Type | Units | 2009 Park/Rec/Quimby Fee per unit* | Total Fees |
|-------|--------------|-------|--|------------|
| | Condominium | 101 | \$9,509 | \$960,409 |
| Total | | 101 | | \$960,409 |

* Actual fee amount paid for each building shall be indexed monthly based on the Consumer Price Index - All Urban Consumers for Los Angeles-Riverside-Orange County.