

ATTACHMENT 1 – FINDINGS FOR APPROVAL

1.0 CEQA FINDINGS

1.1 CEQA EXEMPTION

The Board of Supervisors (Board) finds that the proposed ninety-nine (99) unit multifamily residential development project, as described in the Development Agreement, including Exhibit B (Example Project Plans Implementing Development Agreement Provisions) is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Public Resource Code Section 21159.23, Low Income Housing, and CEQA Guidelines Section 15194, Affordable Housing Exemption. Please see Attachment 2, Notice of Exemption.

1.2 LOCATION OF DOCUMENTS

The documents and other materials which constitute the record of proceedings upon which this decision is based are in the custody of the Clerk of the Board of Supervisors located at 105 East Anapamu Street, Santa Barbara, CA 93101. In addition, the Notice of Exemption is also available online:

<https://cosantabarbara.app.box.com/s/q97rv82305oyfnbdjhcyxrrdhu3dgkqy/file/1404134087837>

2.0 ADMINISTRATIVE FINDINGS

2.1 DEVELOPMENT AGREEMENT FINDINGS

A. Findings required for all Development Agreements. In compliance with Subsection 35.86.040.B.3 of the County Land Use and Development Code, prior to the approval or conditional approval of an application for a Development Agreement the Board of Supervisors shall first make all of the following findings, as applicable:

1. The Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the Comprehensive Plan and any applicable Specific Plan.

The Board finds that the Development Agreement, including the granting of additional density bonus, is consistent with the objectives, policies, general land uses, and programs specified in the Comprehensive Plan, including the Orcutt Community Plan. As discussed in Attachment 5 to the Board Letter (Section 6.3 of the Planning Commission staff report dated December 14, 2023, and incorporated herein by reference), the Development Agreement is in conformance with LUDC Chapter 35.86, and granting of additional density bonus in conformance LUDC Subsection 35.32.030.A. Both components are consistent with OCP Policy KSH-1 as discussed in the Planning Commission staff report (Attachment 5). The granting of additional density bonus does not require a Comprehensive Plan Amendment, zoning change or other discretionary approval separate from the discretionary approval otherwise required for the project, and is therefore consistent with the policies and land uses specified in the Comprehensive Plan, inclusive of the Orcutt Community Plan.

As discussed in Attachment 5 (Section 6.2 of the Planning Commission staff report dated December 14, 2023, and incorporated herein by reference), the Development Agreement is also consistent with applicable Comprehensive Plan policies related to services, recreation, utilities, noise, housing, and circulation. The subject property is served by public utilities, existing roads are adequate to serve the property at an acceptable level of service, and the Development Agreement provides for future development that is prioritized by the Housing Element. The Development Agreement provisions for trail improvement, potential omission of a sound wall, and retention of an existing utility pole are also consistent with applicable policy.

2. The Development Agreement provides that any tentative map which is included in the Development Agreement will comply with Government Code Section 66473.7 regarding water supply.

The Board finds that this finding does not apply because the Development Agreement does not include or necessitate a tentative map. As discussed in Attachment 5 (Section 6.2 of the Planning Commission staff report dated December 14, 2023, and incorporated herein by reference), any future development on the subject property will be required to provide proof of adequate services, including water supply.

3. The Development Agreement contains provisions for periodic review pursuant to Government Code Section 65854.1.

The Board finds that the Development Agreement contains provisions for periodic review pursuant to Government Code Section 65865.1, which replaced Government Code Section 65854.1. Government Code Section 65865.1 requires periodic review at least every 12 months, at which time the applicant, or successor in interest thereto, shall be required to demonstrate good faith compliance with the terms of the Development Agreement. Section 6.2 of the Development Agreement (included as an exhibit to Attachment 3 to the Board Letter) requires annual review and echoes the applicable Government Code Section.

4. The Development Agreement complies with Government Code Section 65865.2 as may be amended from time to time which states:

a. The Development Agreement shall specify the following:

- (1) The duration of the Agreement;**
- (2) The permitted uses of the property;**
- (3) The density or intensity of use;**
- (4) The maximum height and size of proposed buildings; and**
- (5) Provisions for reservation or dedication of land for public purposes.**

b. The Development Agreement may include the following:

- (1) 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;**
- (2) That construction shall be commenced within a specified time and that the project or any phase thereof be completed within a specified time; and/or**
 - (3) Terms and conditions relating to applicant financing of necessary public facilities and subsequent reimbursement over time.**

The Board finds that the Development Agreement complies with Government Code Section 65865.2 because it specifies the duration of the Development Agreement; the permitted uses of the property; the density of use; the maximum height and size of proposed buildings; and provisions for reservation or dedication of land for public purposes. The duration of the Development Agreement will commence upon the effective date of the Development Agreement and continue for five (5) years. The Developer can extend the Term of the Development Agreement two times by two (2) years for each extension for a total of four (4) years. The permitted use of the property is defined in Sections 2.01 and 4.01 of the Development Agreement as a "Dwelling, multiple" use with 99 affordable housing units (two units of which are reserved for manager use) as defined by Section 50079.5 of the Health and Safety Code and in accordance with the Development Agreement for a minimum period of 55 years. The density of use is defined as a maximum of 99 units, inclusive of State Density Bonus Law provisions and a 37-unit additional local density bonus granted by the Board of Supervisors consistent with LUDC Subsection 35.32.030.A. The maximum height and size of proposed buildings are defined in the Development Agreement as 40 feet from existing grade with height exceptions as outlined in the LUDC, up to 45,000 sf of building footprint coverage divided between four multi-family residential structures, and up to 120,000 sf in gross floor area divided between four multi-family residential structures. The future development may also include residential accessory structures in accordance with LUDC requirements, like those shown in Attachment 5 to the Board Letter (specifically Attachment E to the Planning Commission staff report dated December 14, 2023, incorporated herein by reference). Provisions for reservation or dedication of land for public purposes are also addressed in the Development Agreement. Though the Development Agreement does not include a new reservation or dedication of land for public purposes, as discussed in Attachment 5 to the Board Letter (Section 6.2 of the Planning Commission staff report dated December 14, 2023, and incorporated herein by reference), there is an existing trail easement in place on the subject property. The Development Agreement includes a provision stating that the Developer will, at their sole expense and as part of future development, improve the existing public trail along the eastern property line with decomposed granite surfacing within the boundaries of the existing easement. The trail will be maintained for the life of the future development project at the Developer's sole expense. The Development Agreement also includes requirements and terms for subsequent approvals to allow future development for the use and at the density set forth in the Development Agreement.