



County of Santa Barbara Planning and Development

Lisa Plowman, Director

Jeff Wilson, Assistant Director

Elise Dale, Assistant Director

TO THE HONORABLE BOARD OF SUPERVISORS
COUNTY OF SANTA BARBARA, CALIFORNIA

PLANNING COMMISSION
HEARING OF JANUARY 10, 2024

RE: Key Site H Development Agreement; 23ORD-00004

Hearing on the request of Affordable Housing Land Consultants, LLC, to consider the follow:

- a) Recommend approval to the Board of Supervisors of Case No. 23ORD-00004 for a Development Agreement to allow for a future maximum 99-unit affordable housing project in compliance with Government Code Section 65864 and County Land Use and Development Code (LUDC) Chapter 35.86, inclusive of the granting of an additional density bonus of 37 units pursuant to LUDC Subsection 35.32.030.A.
- b) Recommend that the Board of Supervisors determine that the 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 CEQA pursuant to Public Resource Code Section 21159.23, Low Income Housing, and CEQA Guidelines Section 15194, Affordable Housing Exemption.

The application involves Assessor Parcel Number (APN) 107-240-040, located at 1331 E Foster Road, in the Santa Maria area, Fourth Supervisorial District.

Dear Honorable Members of the Board of Supervisors:

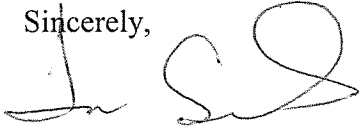
At the Planning Commission hearing of January 10, 2024, Commissioner Reed moved, seconded by Commissioner Bridley and carried by a vote of 5 to 0 to:

1. Recommend that the Board of Supervisors make the required findings for approval of the Development Agreement specified in Attachment A of the staff report dated December 14, 2023, including CEQA findings;
2. Recommend that the Board of Supervisors determine that the 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 CEQA pursuant to CEQA Guidelines Section 15194, Affordable Housing Exemption, and Public

Resource Code Section 21159.23, Low Income Housing. The Notice of Exemption (NOE) is included as Attachment B of the staff report dated December 14, 2023; and

3. Adopt a resolution recommending that the Board of Supervisors approve and adopt an ordinance (23ORD-00004) included as Attachment D of the staff report dated December 14, 2023, thereby approving a new Development Agreement, inclusive of granting an additional 37-unit density bonus for a maximum of 99 units on the 4.15-acre parcel in accordance with LUDC Subsection 35.32.030.A.

Sincerely,



Travis Seawards
Secretary Planning Commission

cc: Case File: 23ORD-00004
Planning Commission File
Jeff Wilson, Assistant Director
Shannon Reese, Supervising Planner

Attachments: **Attachment A – Findings**
 Attachment D – Development Agreement Resolution and Ordinance

TS/dmv

ATTACHMENT A – FINDINGS

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 C, 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 Secretary of the Zoning Planning Commission of the Planning and Development Department located at 123 East Anapamu Street, Santa Barbara, CA 93101.

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 Section 6.3 of the 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 staff report. 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 Section 6.2 of the 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 Section 6.2 of the 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. The Development Agreement (Section 6.2) 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 on Attachment E. 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 Section 6.2 of the 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.

ATTACHMENT D - DEVELOPMENT AGREEMENT RESOLUTION AND ORDINANCE

**RESOLUTION OF THE SANTA BARBARA COUNTY PLANNING COMMISSION
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA**

IN THE MATTER OF RECOMMENDING TO
THE BOARD OF SUPERVISORS THAT AN
ORDINANCE BE APPROVED PER LAND USE
AND DEVELOPMENT CODE §35.86 TO
AMEND THE SANTA BARBARA COUNTY LAND
USE AND DEVELOPMENT CODE BY ENTERING
INTO A NEW DEVELOPMENT AGREEMENT
FOR ASSESSOR'S PARCEL NUMBER 107-240-
040

RESOLUTION NO.: 24- 01

CASE NO.: 23ORD-00004

WITH REFERENCE TO THE FOLLOWING:

- A. WHEREAS on December 20, 1980, by Resolution No. 80-566, the Board of Supervisors of the County of Santa Barbara adopted the Comprehensive Plan for the County of Santa Barbara; and
- B. WHEREAS on July 22, 1997, by Resolution No. 97-314, the Board of Supervisors of the County of Santa Barbara adopted the Orcutt Community Plan.
- C. WHEREAS on July 10, 2001, by Resolution No. 01-225, the Board of Supervisors of the County of Santa Barbara adopted amendments (Case No. 01-GP-005) to various water policies, development standards and actions of the Orcutt Community Plan.
- D. WHEREAS on September 21, 2004, by Resolution No. 04-261, the Board of Supervisors of the County of Santa Barbara adopted amendments to the Orcutt Community Plan (Case No. 04-GPA-00000-00011), including text amendments to Action OT-O-2.2 to support revitalization efforts in Old Town Orcutt.
- E. WHEREAS on July 25, 2006, by Resolution No. 06-236, the Board of Supervisors of the County of Santa Barbara adopted the Old Town Orcutt Streetscape Concept Plan.
- F. WHEREAS on July 25, 2006, by Resolution No. 06-238, the Board of Supervisors of the County of Santa Barbara adopted amendments to the Orcutt Community Plan (Case No. 05GPA-00000-00006), including amendments to the Land Use Designations Map, the Parks, Recreation, and Trails Map, and Development Standard KS30-2.
- G. WHEREAS on February 24, 2009, by Resolution No. 09-034, the Board of Supervisors of the County of Santa Barbara adopted amendments to the Orcutt Community Plan (Case No. 08GPA-00000-00009), including amendments to the text and to land use designations to ensure consistency with the General Plan Housing Element Focused Rezone Program.

- H. WHEREAS on December 11, 2012, by Resolution No.12-293, the Board of Supervisors of the County of Santa Barbara adopted amendments to the Orcutt Community Plan (Case No. 11GPA-00000-00001), including text amendments to various flood control policies, development standards and actions, and amendments to Figure 31 (Regional Basins Map).
- I. WHEREAS on December 11, 2012, by Resolution No.12-294, the Board of Supervisors of the County of Santa Barbara adopted text amendments to the Orcutt Community Plan (Case No. 11GPA-00000-00002).
- J. WHEREAS on June 4, 2013, by Resolution No.13-160, the Board of Supervisors of the County of Santa Barbara adopted amendments to the Orcutt Community Plan (Case No. 13GPA-00000-00003), including amendments to Key Site 22 text and to Figure KS22-2, Figure 24 (Significant Vegetation Map), Figure 25 (Biological Habitat Map), and Figure 22-2 (Key Site 22 Map p. KS22-11).
- K. WHEREAS on January 5, 2016, by Resolution No. 16-7, the Board of Supervisors of the County of Santa Barbara adopted amendments to the Orcutt Community Plan (14GPA-00000-00006) amending Key Site 12 Policy 12-2A and B, which address provision of affordable housing and parks.
- L. WHEREAS on May 10, 2022, by Resolution No. 22-111, the Board of Supervisors of the County of Santa Barbara adopted amendments to the Orcutt Community Plan (13GPA-00000-00005) amending the Land Use Designations Map, the Parks, Recreation, and Trails Map, and Key Site 3 development standards regarding access and trails.
- M. WHEREAS on December 7, 2021, by Resolution No. 21-233, the Board of Supervisors of the County of Santa Barbara adopted amendments to the Orcutt Community Plan (14GPA-00000-00020) amending designated open space and allowed uses on Key Site 18.
- N. WHEREAS the Property Owner has requested a new Development Agreement to apply to future development on Orcutt Community Plan Key Site H.
- O. WHEREAS the County Planning Commission has held a duly noticed public hearing, as required by Land Use and Development Code Subsection 35.86.030.B.1 on the proposed Development Agreement, at which hearing the proposed Development Agreement was explained and comments invited from persons in attendance.
- P. WHEREAS the County Planning Commission now recommends that the Board of Supervisors adopt an Ordinance approving the Development Agreement (Case No. 23ORD-00004) as identified in Exhibit 1 attached hereto.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The above recitations are true and correct.
2. In compliance with the provisions of Government Code Section 65864, et seq., the Commission recommends that the Board of Supervisors, following the required noticed public hearing, follow the

above-mentioned recommendation of this Commission by adopting an Ordinance to approve the Development Agreement, as identified in Exhibit 1A, and based on the findings included as Attachment A of the Planning Commission staff report dated December 14, 2023. Said Ordinance is attached hereto as Exhibit 1 and is incorporated by reference.

3. A certified copy of this resolution shall be transmitted to the Board of Supervisors.
4. The Chair of this Planning Commission is hereby authorized and directed to sign and certify all documents and other materials in accordance with this Resolution to show the above mentioned action by the Planning Commission.

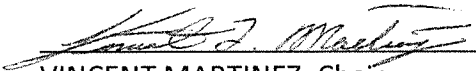
PASSED, APPROVED AND ADOPTED this January 10, 2024 by the following vote:

AYES: Cooney, Bridley, Parke, Reed, Martinez

NOES:

ABSTAIN:

ABSENT:



VINCENT MARTINEZ, Chair
Santa Barbara County Planning Commission

ATTEST:



TRAVIS SEAWARDS
Secretary to the Commission

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By 

Deputy County Counsel

EXHIBIT:

1. Ordinance to approve a Development Agreement for Assessor Parcel Number 107-240-040
1A. Development Agreement

EXHIBIT 1

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA BARBARA TO APPROVE THE DEVELOPMENT AGREEMENT FOR ORCUTT COMMUNITY PLAN KEY SITE H, APN 107-240-040, LOCATED AT 1331 E. FOSTER ROAD IN THE ORCUTT AREA, FOURTH SUPERVISORIAL DISTRICT.

Case No. 23ORD-00004

The Board of Supervisors of the County of Santa Barbara ordains as follows:

SECTION 1

Pursuant to Sections 65864 through 65869.5, inclusive, of the Government Code, the Board of Supervisors of the County of Santa Barbara, California hereby approves a new Development Agreement between the County of Santa Barbara and Affordable Housing Land Consultants, LLC, which Development Agreement is attached hereto and incorporated herein by reference as Exhibit 1A.

SECTION 2

Pursuant to the provisions of Section 35.86.040, "Standards of Review, Findings and Decision," of Land Use Development Code, of Chapter 35 of the Code of the County of Santa Barbara, California, the Board of Supervisors hereby adopts the Development Agreement identified as Board of Supervisors Exhibit 1A, dated "*(date of future Board of Supervisors Approval)*."

SECTION 3

The Chair of the Board of Supervisors is hereby authorized and directed to endorse said Exhibit 1A to show that said Development Agreement has been adopted by this Board. No later than ten (10) days of the execution by the County of Santa Barbara, the Clerk of the Board of Supervisors shall record a copy of the Development Agreement with the County Recorder of Santa Barbara County. Said new Development Agreement is attached hereto as Exhibit 1a, incorporated herein by reference.

SECTION 4

The Board of Supervisors finds that the provisions of the new Development Agreement are consistent with the Comprehensive Plan and the Orcutt Community Plan.

SECTION 5

This ordinance shall take effect and be in force thirty (30) days from the date of its passage; and before the expiration of fifteen (15) days after its passage it, or a summary of it, shall be published once, with the names of the members of the Board of Supervisors voting for and against the same in the Santa Maria Times, a newspaper of general circulation published in the County of Santa Barbara.

PASSED, APPROVED, AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STEVE LAVAGNINO, Chair, Board of Supervisors
County of Santa Barbara
State of California

ATTEST

APPROVED AS TO FORM

MONA MIYASATO
County Executive Officer
Clerk of the Board of Supervisors

RACHEL VAN MULLEM
County Counsel

By: _____
Deputy Clerk

By: _____
Deputy County Counsel

EXHIBIT 1A
Development Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Planning & Development Department
ATTN: Shannon Reese
624 W. Foster Road
Santa Maria, CA 93455

(Space Above This Line Reserved For Recorder's Use Only)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

SANTA BARBARA COUNTY

AND

AFFORDABLE HOUSING LAND CONSULTANTS, LLC

RELATIVE TO THE DEVELOPMENT KNOWN AS
AMG & Associates Affordable Housing Project at APN 107-240-040
1331 E Foster Rd., Santa Maria, CA 93455

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into and executed as of _____, 20____ (the "Execution Date") by and between AMG & Associates, LLC ("Developer"), and the County of Santa Barbara ("County"), pursuant to California Government Code § 65864 et. seq.

RECITALS

This Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted California Government Code § 65864 et. seq. (the "Development Agreement Statute"), which authorizes County to enter into an agreement with any person having legal or equitable interest in real property regarding the development of such property.

B. This Agreement has been processed, considered, and executed in accordance with the Development Agreement Statute.

C. Developer has a legal interest in certain real property consisting of approximately 4.15 acres located in the Orcutt Planning Area ("Project Site") within the unincorporated Santa Barbara County, commonly known as Orcutt Key Site H, as more particularly described in Exhibit A-1, attached hereto, and as depicted in Exhibit A-2 attached hereto.

D. Developer intends to develop an affordable residential community of ninety-nine (99) unit multifamily residential development and related improvements on the Project Site. The foregoing development on the Project Site is collectively referred to as the "Project."

E. This Agreement is intended and was written to provide that Developer will have a full and vested right to develop, use and operated the Project and Project Site as set forth herein, and the rights and obligations of the parties to the Agreement shall be construed and interpreted in such a manner as shall give full effect to such purpose.

G. Environmental Review. The Project, as described in this Development Agreement, including Exhibit B (Example Project Plans Implementing Development Agreement Provisions) qualifies for the Housing Project Exemption in California Public Resources Code § 21159.23 [Low Income Housing Exemption]/CEQA Guidelines Section 15194 [Affordable Housing Exemption], and is therefore exempt from the California Environmental Quality Act ("CEQA"). Concurrent with the approval of the Agreement, pursuant to CEQA and in accordance with the recommendation of the Planning Commission for the County of Santa Barbara ("Planning Commission"), the County Board of Supervisors ("Board") determined that the Project, as described in this Development Agreement, is statutorily exempt from the provisions of CEQA in accordance with the aforementioned Low-Income Housing Exemption. The Parties agree that the timelines set forth in Government Code Section 95950 for approval of a housing project following a determination that a project is exempt from the provisions of the CEQA do not apply to the County's CEQA exemption determination made in connection with the approval of this Agreement, and that the Subsequent Approvals shall be reviewed on the timeline set forth in Section 5.03 below.

H. County has determined that the Project presents certain public benefits and opportunities that are advanced by County and Developer entering into this Agreement. The Project will, among other things: (i) provide additional affordable housing units; (ii) allow the development of two- and three-story structures spread over the site for improved neighborhood compatibility; (iii) assist the County in achieving its Regional Housing Needs Allocation requirements; (iv) improvement and maintenance of the onsite trail; (v) achieve the goals and purposes for which the Development Agreement Statute was enacted.

I. In exchange for the benefits to the County described in the preceding Recital, together with the other public benefits that will result from the development of the Project, Developer will receive by this Agreement specific assurance that it may proceed with the Project in accordance with Applicable Law, and therefore desires to enter into this Agreement.

J. The Board has found that this Agreement is consistent with the Comprehensive Plan and has conducted all necessary proceedings in accordance with the Development Agreement Statute.

K. On January 10, 2024, following a duly noticed public hearing, the Planning Commission adopted Resolution No. 24-_____, recommending that the Board approve this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree to as follows:

AGREEMENT

ARTICLE 1. GENERAL PROVISIONS

Section 1.01. Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective ("Effective Date").

Section 1.02. Term. The Term of this Agreement ("Term") shall commence upon the Effective Date and continue for five (5) years, and such additional time as provided for in Section 4.02(c) of this Agreement.

Section 1.03. Definitions. As used in the Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

- (a) Subsequent Approvals shall mean those listed in Section 5.01 of this Agreement.
- (b) General Plan shall mean the Comprehensive Plan of the County, adopted in 1980, including applicable Community Plans and the text and maps, as may have been amended in connection with the Project.
- (c) Landowner shall mean the property owner of the Project Site.

ARTICLE 2. PUBLIC BENEFITS AND ADDITIONAL PROVISIONS

Section 2.01. Public Benefits. In consideration of the County's obligations set forth in this Agreement and the benefits which accrue to the Developer, the Developer shall provide the following:

(a) Affordable Housing. The Project entails the provision of 99 housing units, among which 97 units will be affordable units available for rent with the remaining two units reserved for manager's use. The applicant shall record an affordable housing agreement in a form acceptable to the County that assures that the dwellings are occupied by, and remain affordable to, low-income persons as defined by Section 50079.5 of the Health and Safety Code and in accordance with this Agreement for a minimum period of 55 years.

(b) Trail Segment Improvement. The Developer shall not be required to improve the existing private road located within the Project Site parallel to Highway 101. At the Developer's sole expense and as part of the Project, the public trail shown in Exhibit B shall be improved with decomposed granite within the boundaries of the existing easement. The trail shall be maintained for the life of the Project at the Developer's sole expense.

(c) Objective Design Standards Review. The Developer will be required to demonstrate compliance with the County's Multiple Unit and Mixed-Use Housing Objective Design Standards. No Board of Architectural Review will be required.

(d) Relinquishment of Ability to Process Case No. 21ZCI-00000-00232. The Developer has submitted an application for 61-unit affordable multi-family development in a single three-story structure under the provisions of Senate Bill 35 (Case No. 21ZCI-00000-00232), which was approved on May 12, 2023. The Developer will maintain the ability to process Case No. 21ZCI-00000-00232. However, upon execution of this Agreement, the Developer shall not develop the site with this project (Case No. 21ZCI-00000-00232) for so long as the County remains in compliance with this Agreement and processes the Subsequent Applications in good faith, including provided the County meets the project timelines set forth in Section 5.03, subject to the default provisions outlined in Article 6. The Developer agrees to relinquish the ability to process and develop Case No. 21ZCI-00000-00232 when all permits required by the Subsequent Approvals subject to this Agreement and discussed in Article 5 are approved and issued.

Section 2.02. Additional Provisions.

(a) Existing Utility Pole. The Project will not be required to upgrade, move, or underground the existing utility pole located at the northerly portion of the site, unless the proposed improvements encroach within 10' of the power lines and power pole.

(b) Sound Wall. The Project will not be required to construct the sound barrier to meet the requirements of DevStd KSH-3 in the Orcutt Community Plan if the Developer provides an acoustical study from a licensed, third-party acoustical engineer that the project can meet all applicable noise standards set by the County of Santa Barbara Comprehensive Plan.

(c) Compact Parking Stalls. The Project may utilize compact parking stalls to serve residential uses.

ARTICLE 3. RULES, REGULATIONS, AND POLICIES APPLICABLE TO THE PROJECT

Section 3.01. Vested Right to Development.

During the Term of and subject to the terms of this Agreement, the Developer's rights shall be vested. "Vested" shall mean that except as to express limitations and reservations contained in this Agreement, Developer has a fully vested right to develop the Project Site in accordance with the terms and conditions of this Agreement and the Entitlements, and Developer's Entitlements shall not be subject to changes in Applicable Laws controlled by the County. To the extent that any changes in the Applicable Laws are in conflict with Developer's vested rights secured by this Agreement, the vested rights shall prevail.

Section 3.02. Applicable Law. "Applicable Law" shall mean the objective rules, regulations and official policies governing permitted uses of the land, governing density and governing design, improvement and construction standards and specifications, in force and effect on the Execution Date. Applicable Law includes: (i) the standards and specifications set forth in this Agreement, and as applicable, set forth in the Subsequent Approvals; (ii) all applicable objective County laws and regulations and Comprehensive and Community Plan provisions, including Objective Design Standards, in effect on the Execution Date; not explicitly covered in this Agreement; (iii) the Design Residential ("DR") zone designation, as set forth in Exhibit D, with respect to the zoning in force and effect on the Execution Date; (iv) those objective codes, rules, regulations, official policies, standards and specifications (including County ordinances and resolutions) in force and effect on the Execution Date that establish, govern or pertain to fees, exactions, assessments and taxes applicable to the Project or the Project Site, provided that the amount of any fees applicable to the Project, including development impact fees, shall be calculated according to fee schedules in effect at the time of the Effective Date; and (v) Government Code Section 65915, including provisions that allow the Project to request eligible waivers and concessions.

Applicable Law does not include those objective rules, regulations and official policies identified in this Agreement that the Project is expressly noted to be exempt from.

Section 3.03 No Conflicting Enactments. Except as otherwise provided by the terms and conditions of this Agreement or the Entitlements, no ordinance, resolution, rule, regulation or policy of County shall be applied, imposed or enacted, by resolution, ordinance, initiative or otherwise, which in any way relates to the rate, timing or sequencing of the development or use of the Property, or any improvements related thereto, including without limitation, any no-growth or slow-growth initiatives or moratoria or annual development allocations, quotas or limitations, or in any way conflicts with the permitted uses, density and intensity of uses, maximum building height and size set forth in the Entitlements; provided, however, Developer shall be subject to any such growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, County-wide basis and directly concerns a public health or safety issue, in which case County shall treat Developer in a uniform, equitable and proportionate manner with all properties which are zoned consistent with Developer's zoning set forth in the Entitlements.

Section 3.04 State Density Bonus. The Project will include a density bonus for the housing development pursuant to State Density Bonus Law. The Project shall comply with Government Code Section 65915(b)(1)(G), wherein one hundred percent of the total units, exclusive of a manager's unit or

units will be for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code. The Project shall provide affordable units in excess of the requirements of Section 65915(b)(1)(G) by reserving all units for lower income households. Pursuant to Section 35.32.030.A of the County of Santa Barbara Zoning Ordinance, the County is also granting a density bonus greater than provided for in the provisions of Government Code Sections 65915 through 65918 or successor statute for a development that exceeds the requirements of state law to authorize the construction of the full 99 units. The County hereby grants an additional density bonus of 37 units in accordance with Section 35.32.030.A of the County of Santa Barbara Zoning Ordinance upon execution of this Agreement. The Project may request concessions or waivers of development standards, pursuant to the provisions of State Density Bonus Law. In the event there is a regulatory agreement by and between Developer and the California Tax Credit Allocation Committee ("TCAC"), TCAC rules and regulations for income and rent limits shall control.

Section 3.05 Housing Accountability Act. The Project is subject to the protections afforded in the Housing Accountability Act.

Section 3.06 State and Federal Law. As provided in California Government Code § 65869.5, this Agreement shall not preclude the application to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law"). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, the Developer and County shall negotiate in good faith to amend such provisions of the Agreement, as may be necessary to comply with Changes in the Law. Not in limitation of the foregoing, nothing in this Agreement shall preclude County from imposing on Developer any fee specifically mandated and required by state or federal laws and regulations.

ARTICLE 4. PERMITTED USES AND DEVELOPMENT STANDARDS

- Section 4.01. Permitted Land Use and Development Standards. The Project will be subject to the following permitted uses and development standards:

(a) Permitted Uses. The permitted use of the Project Site is Dwelling, multiple. No other uses including commercial uses will be allowed through this Agreement.

(b) Density. The density of the Project Site will be a maximum of 99 dwelling units.

(c) Height and Size. The height of the Project will be no more than a typical 2- or 3- story standard design. No more than 2 stories shall be permitted along Foster Rd. Height is not to exceed 40 feet as measured from existing grade pursuant to Section 35.23.060.D of the County of Santa Barbara Zoning Ordinance unless allowed pursuant to LUDC Subsection 35.30.090.D, or the applicant requests eligible waivers and concessions pursuant to Government Code Section 65915 for height in excess of LUDC requirements. Structural development will include four multi-family housing buildings with studios, 1-bedroom units, 2-bedroom units, and 3-bedroom units, in addition to

residential accessory structures such as pergolas and a playground structure. The building footprint for the four multi-family structures will not exceed 45,000 sq. ft. in total, and gross floor area for the four multi-family structures will not exceed 120,000 sq. ft. in total. Exhibit B demonstrates an example site plan

(d) Parking Buffer. On the westerly portion of the site directly adjacent to the homes along Hilltop Rd., a buffer measuring a minimum of 30' shall exist along the entire side. This buffer area may be utilized for roads or parking, in compliance with applicable objective standards.

(e) Parking along Foster Rd. No parking shall be permitted along the portion of the Project Site fronting Foster Rd.

Section 4.02. Timing of Project Construction and Completion.

(a) Notwithstanding any provision of this Agreement, County and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular portion or phase of the Project by or within any particular period of time during the Term of the Agreement, and County shall not impose such a requirement on any Project Approval or Subsequent Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which the Project will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market orientation and demand, interest rates, competition and other similar factors.

(b) In light of the foregoing, the parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

(c) This Agreement will remain in effect for the length of the Term provided in Section 1.02 of this Agreement. The Developer can extend the Term of the Agreement two times by two (2) years for each extension for a total of four (4) years.

Section 4.03. Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. County shall cooperate in good faith with Developer in its efforts to obtain such permits and approvals and shall, from time to time at the request of Developer, work with any such entity as may be necessary to ensure the timely

availability of such permits and approvals. Developer shall reimburse County all reasonable expense incurred by County as a result of County's compliance with this Section 4.02.

Section 4.04. Developer's Right to Rebuild. If the Agreement terminates upon completion of the development as provided for in Section 7.1, County agrees that Developer may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, or should the buildings located within the Project become functionally outdated, within Developer's sole discretion, due to changes in technology. Any such renovation or rebuilding shall comply with Applicable Law and the requirements of the Subsequent Approvals, the requirements of CEQA, and applicable Building & Safety requirements.

ARTICLE 5. SUBSEQUENT APPROVALS AND OTHER PERMITS

Section 5.01. Subsequent Approvals Defined. "Subsequent Approvals" means subsequent actions applicable to the Project, including, land use approvals, entitlements, and permits that carry out or implement the Project Approvals. Subsequent Approvals expressly includes, but is not limited to: (i) approval of final plans, engineering details and related documents necessary to satisfy conditions of project approval and obtain construction permits; (ii) approval of a Development Plan; and (iii) approval and issuance of a Zoning Clearance to effectuate the Development Plan. Subsequent Approvals shall not include an application for a new project that does not carry out or implement the Project Approvals even if related to the Project ("Other Application"). This Agreement shall not prevent the County from denying or conditionally approving Other Applications on the basis of the rules, regulations and policies in effect at the time of such denial or conditional approval of the Other Application. The County will accept an at-risk application for the Project.

Section 5.02. Processing Approvals for Subsequent Approvals. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, County shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval application including, without limitation, (i) providing at Developer's expense and subject to Developer's request and prior approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such Subsequent Approval application.

Section 5.03 Processing Timeline for Subsequent Approvals. The County shall accept and process all Entitlement applications for concurrent review.

If the County determines that the proposed housing development project is inconsistent, not in compliance, or not in conformity with Applicable Law, it shall provide the applicant with written documentation identifying the provision or provisions, and an explanation of the reason or reasons it considers the housing development to be inconsistent, not in compliance, or not in conformity within 30 days of the date that the application for the housing development project is submitted. Once the application is deemed complete, the County shall have 80 days to bring the Development Plan application to Planning Commission hearing; the Planning Commission shall not conduct more than two hearings for the item. If approval of the Development Plan is appealed

to the Board of Supervisors, the County shall bring the appeal to the Board of Supervisors within 80 days, unless this timeline is unachievable based on docketing schedules and meeting availability, in which case the County shall bring the appeal to the Board of Supervisors within 90 days.

Section 5.04. County Review of Subsequent Approvals. In accordance with Section 3.01, the County shall apply only Applicable Law and in its review of and decision on an application for a Subsequent Approval. The County shall not deny a Subsequent Approval except on grounds provided by Applicable Law. The County shall not (i) deny a Subsequent Approval, if such denial would conflict with this Agreement or would prevent development of the Project Site for the uses and to the density or intensity of development set forth in this Agreement or (ii) impose any condition, term, restriction or requirement on a Subsequent Approval that would conflict with this Agreement or would prevent development of the Project Site for the uses and to the density or intensity of development set forth in this Agreement.

Review of Entitlements shall be completed consistent with the requirements of the Housing Accountability Act, and consistent with Government Code Section 65865.2, shall not prevent development of the land for the uses and to the density or intensity of development set forth in this Agreement.

ARTICLE 6. DEFAULT

Section 6.1. General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provision of this Agreement, shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than sixty (60) days notice in writing specifying the nature of the alleged default and the manner in which said default may be cured. During any such sixty (60) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the sixty (60) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party to this Agreement may give notice of his/her intent to terminate this Agreement pursuant to California Government Code section 65868 and any regulations of the County implementing said Government Code section.

Section 6.2. Annual Review. This Agreement shall be reviewed at least every 12 months, at which time the Developer shall demonstrate good faith compliance with the terms of the Agreement. The review shall be undertaken by the Director of Planning and Development ("Director"). Such periodic review by the Director shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. Failure of the County to complete said annual review shall be deemed a finding of good faith substantial compliance. Notice of such annual review shall include the statement that any review may result in the amendment or termination of this Agreement, in accordance with Government Code section 65865.1, if the County finds and determines (on the basis of substantial evidence and in accordance with due

process) that the Developer has not complied in good faith with the terms or conditions of this Agreement.

The County shall deposit in the mail, email, or fax to Landowner a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least seven (7) days prior to such periodic review. Upon the Director's determination that the Developer is not in good faith compliance with the terms of the Agreement, the Developer shall have ten days to submit a notice of appeal. The appeal shall be heard by the County Board of Supervisors, and the Developer shall have an opportunity to be heard orally and/or in writing regarding its performance under this Agreement. The decision of the County Board of Supervisors shall be final. The Director's determination of good faith compliance is not appealable by the public.

The Periodic Review process shall not preclude or otherwise restrict the County's rights to identify and require cure of any Agreement default as otherwise set forth in this Article 6.

Section 6.3. Cumulative Remedies of Parties/Waiver of Right to Damages. In addition to any other rights or remedies, the County or Developer may institute legal or equitable proceedings to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, to enjoin any threatened or attempted violation of the provisions of this Agreement.

ARTICLE 7. TERMINATION

Section 7.1. Termination Upon Completion of Development. This Agreement shall terminate upon the expiration of the Term or when the Project Site has been fully developed per the Subsequent Approvals and all of Developer's obligations in connection therewith are satisfied. Upon termination of this Agreement, the County shall record a notice of such termination in a manner substantially similar to the form attached hereto as Exhibit C.

ARTICLE 8. STANDARD TERMS AND CONDITIONS

Section 8.1. Venue. Venue for all legal proceedings shall be in the Superior Court for the County of Santa Barbara.

Section 8.2. Waiver. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

Section 8.3. Completeness of Instrument. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

Section 8.4. Supersedes Prior Agreements. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, representations or agreements, written or oral, between the parties hereto relating to the adoption of the Development Agreement.

Section 8.5. Captions. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Section 8.6. Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

Section 8.7. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

Section 8.8. Term Includes Extensions. All references to the term of this Agreement or the Agreement Term shall include any exercised extension of the initial Term of the Agreement.

Section 8.9. Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

Section 8.10. Modification. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification is in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

Section 8.11. Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 8.12. Other Documents. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

Section 8.13. Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 8.14. Controlling Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

Section 8.15. Time Is of the Essence. Time is of the essence in this Agreement and each covenant and term a condition herein.

Section 8.16. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached

the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

Section 8.17. Document Preparation. This Agreement will not be construed against the party preparing it, but will be construed as if prepared by all parties.

Section 8.18. Advice of Legal Counsel. Each party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel has freely entered into this Agreement.

Section 8.19. Estoppel Certificate. Within thirty (30) days following any written request which either party may make from time to time, and upon payment of a fee to the County to reimburse the County for its reasonable expenses associated herewith, the other party to this Agreement shall execute and deliver to the requesting party a statement certifying that:

(a) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications; and

(b) there are not current uncured defaults under this Agreement or specifying the date, nature of any default and manner of cure.

This certificate may be executed by the Director.

Section 8.20. Indemnification. The Developer shall defend, indemnify and hold harmless the County its agents or officers and employees from any claim, action or proceeding against the County or its agents, officers or employees, to attack, set aside, void, or annul, in whole or in part, the County's approval of this Agreement.

Section 8.21. Consent/Subordination. Landowner shall furnish proof satisfactory to the County, prior to approval of the Agreement that all persons possessing a legal interest in the property have consented to the recording of this Agreement. The County shall have no duty to subordinate its interest in this Agreement.

Section 8.22. Calculation of Time Periods. All calculation of time periods shall be based upon calendar days unless a different intent is clearly stated.

Section 8.23. Landowner's Covenants. Landowner covenants that all owners with record title interest in the Subject Property consent to the recording of this Agreement and have executed this Agreement as a Landowner.

Section 8.24. Legal Actions. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorneys' fees and costs incurred in such action (including, without limitation, all reasonable legal fees incurred in any appeal or in any action to enforce any resulting judgment).

IN WITNESS WHEREOF, OWNER AND COUNTY have executed this Agreement as of the date hereinabove written.

COUNTY OF SANTA BARBARA

STEVE LAVAGNINO, Chair, Board of Supervisors
County of Santa Barbara
State of California

ATTEST

APPROVED AS TO FORM

MONA MIYASATO
County Executive Officer
Clerk of the Board of Supervisors

RACHEL VAN MULLEM
County Counsel

By: _____
Deputy Clerk

By: _____
Deputy County Counsel

OWNER:

ALEXIS GEVORGIAN, Manager
Affordable Housing Land Consultants, LLC

EXHIBITS:

Exhibit A-1: Legal Description of Key Site H Property

Exhibit A-2: Graphic Representation of Key Site H Property

Exhibit B: Example Project Plans Implementing Development Agreement Provisions

Exhibit C: Example Notice of Termination

Exhibit D: Zoning Designation Graphic

Exhibit A-1: Legal Description of Key Site H Property

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

TRACT ONE:

A PORTION OF PARCEL "A" OF PARCEL MAP 13,092 PER MAP FILED IN BOOK 28, PAGES 83 THROUGH 85 OF PARCEL MAPS, AND A PORTION OF CALIFORNIA STATE HIGHWAY 101 RIGHT OF WAY RELINQUISHED TO THE COUNTY OF SANTA BARBARA PER BOOK 1963, PAGE 1026 AND PER BOOK 1444, PAGE 267 OF OFFICIAL RECORDS, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF LOT 1 OF TRACT 12,851 PER MAP FILED IN BOOK 97, PAGES 78 THROUGH 80 OF MAPS, RECORDS OF SAID COUNTY;

THENCE NORTH 89 DEGREES 53 MINUTES 35 SECONDS EAST, 156.59 FEET ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 1, TO THE WESTERLY LINE OF SAID STATE HIGHWAY 101;

THENCE SOUTH 35 DEGREES 31 MINUTES 59 SECONDS EAST, 389.89 FEET ALONG SAID WESTERLY LINE;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 54 DEGREES 28 MINUTES 01 SECONDS WEST, 85.13 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL "A";

THENCE SOUTH 07 DEGREES 11 MINUTES 33 SECONDS WEST, 240.42 FEET ALONG THE MOST EASTERLY LINE OF SAID PARCEL "A" TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 35.56 FEET THROUGH A CENTRAL ANGLE OF 81 DEGREES 30 MINUTES 00 SECONDS TO THE SOUTHERLY LINE OF SAID PARCEL "A";

THENCE SOUTH 88 DEGREES 41 MINUTES 33 WEST, 258.46 FEET ALONG SAID SOUTHERLY LINE, TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "A";

THENCE NORTH 00 DEGREES 06 MINUTES 25 SECONDS WEST, 632.76 FEET ALONG THE WESTERLY LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT NO. 04LLA-00000-00006, RECORDED MARCH 30, 2006, AS INSTRUMENT NO. 2006-24813 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM, THAT PORTION OF SAID REAL PROPERTY LYING BELOW A DEPTH OF FIVE HUNDRED FEET (500'), MEASURED VERTICALLY FROM THE SURFACE THEREOF, WITH NO RIGHT OF SURFACE ENTRY THEREON, AS RESERVED IN A CORPORATION GRANT DEED, BY UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, DATED MAY 23, 1978 AND RECORDED JUNE 15, 1978, AS INSTRUMENT NO. 78-26983 OF OFFICIAL RECORDS.

TRACT TWO:

NON-EXCLUSIVE EASEMENT FOR INSTALLATION, MAINTENANCE AND REPAIR OF A WATERLINE AS DESCRIBED IN GRANT OF EASEMENTS AND MAINTENANCE AGREEMENT RECORDED OCTOBER 26, 2007 AS INSTRUMENT NO. 2007-0075821 AND SAID DOCUMENT RE-RECORDED NOVEMBER 29, 2007 AS INSTRUMENT NO. 2007-0081608, BOTH OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL ONE AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 04LLA-00000-00006 RECORDED MARCH 30, 2006 AS INSTRUMENT NO. 2006-0024813 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 5.00 FEET WIDE LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL ONE;
THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL ONE S. 89°53'35" W. 33.44 FEET TO THE TRUE POINT OF BEGINNING OF SAID 5.00 FOOT STRIP OF LAND;
THENCE 1ST, N. 35°31'59" W. 161.73 FEET TO A POINT;
THENCE 2ND, S. 54°28'01" W. 20.00 FEET TO A POINT;
THENCE 3RD, N. 35°31'59" W. 31.00 FEET TO A POINT ON THAT PORTION OF THE REFERENCE LINE OF THE 25.00 FOOT WIDE EASEMENT AS DESCRIBED IN THE DEED TO GOLDEN STATE WATER COMPANY, SAID POINT BEARS S. 54°28'01" W. 12.00 FEET FROM THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING AND DISTANCE OF S. 54°28'01" W. 185.85 FEET AS DESCRIBED IN SAID DEED TO GOLDEN STATE WATER DISTRICT.

THE SIDELINES OF SAID STRIP OF LAND TO BE SHORTENED OR PROLONGED AT THE SOUTHERLY END THEREOF SO AS TO TERMINATE AT THE SOUTHERLY LINE OF PARCEL ONE AS REFERRED TO HEREINABOVE.

TRACT THREE:

NON-EXCLUSIVE EASEMENT FOR LIMITED PURPOSE OF ALLOWING HISTORIC STORM WATER RUNOFF TO FLOW FROM THE GRANTOR PROPERTY ONTO THE DRAINAGE EASEMENT AREA AS DESCRIBED IN GRANT OF EASEMENTS AND MAINTENANCE AGREEMENT RECORDED OCTOBER 26, 2007 AS INSTRUMENT NO. 2007-0075821 AND SAID DOCUMENT RE-RECORDED NOVEMBER 29, 2007 AS INSTRUMENT NO. 2007-0081608, BOTH OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL ONE AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 04LLA-00000-00006 RECORDED MARCH 30, 2006 AS INSTRUMENT NO. 2006-0024813 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL E-1

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL ONE;

THENCE 1ST, S. 89°53'35" W. 156.59 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL ONE TO THE MOST SOUTHEASTERLY CORNER OF LOT 1 OF TRACT 12,851 PER MAP THEREOF FILED IN BOOK 97 PAGES 78 THROUGH 80 OF MAPS, RECORDS OF SAID COUNTY;
THENCE 2ND, N. 0°06'25" W. 2.50 FEET ALONG THE EASTERLY LINE OF SAID LOT 1 OF TRACT 12,851 AS REFERRED TO ABOVE;
THENCE 3RD, N. 89°53'35" E. 105.58 FEET LEAVING SAID EASTERLY LINE OF LOT 1 AND BEING 2.50 FEET PARALLEL WITH AND NORTHERLY OF SAID SOUTHERLY LINE OF PARCEL ONE;
THENCE 4TH, N. 54°28'01" E. 40.12 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL ONE AS REFERRED TO ABOVE;
THENCE 5TH, S. 35°31'59" E. 31.60 FEET ALONG SAID NORTHEASTERLY LINE OF PARCEL ONE TO THE POINT OF BEGINNING.

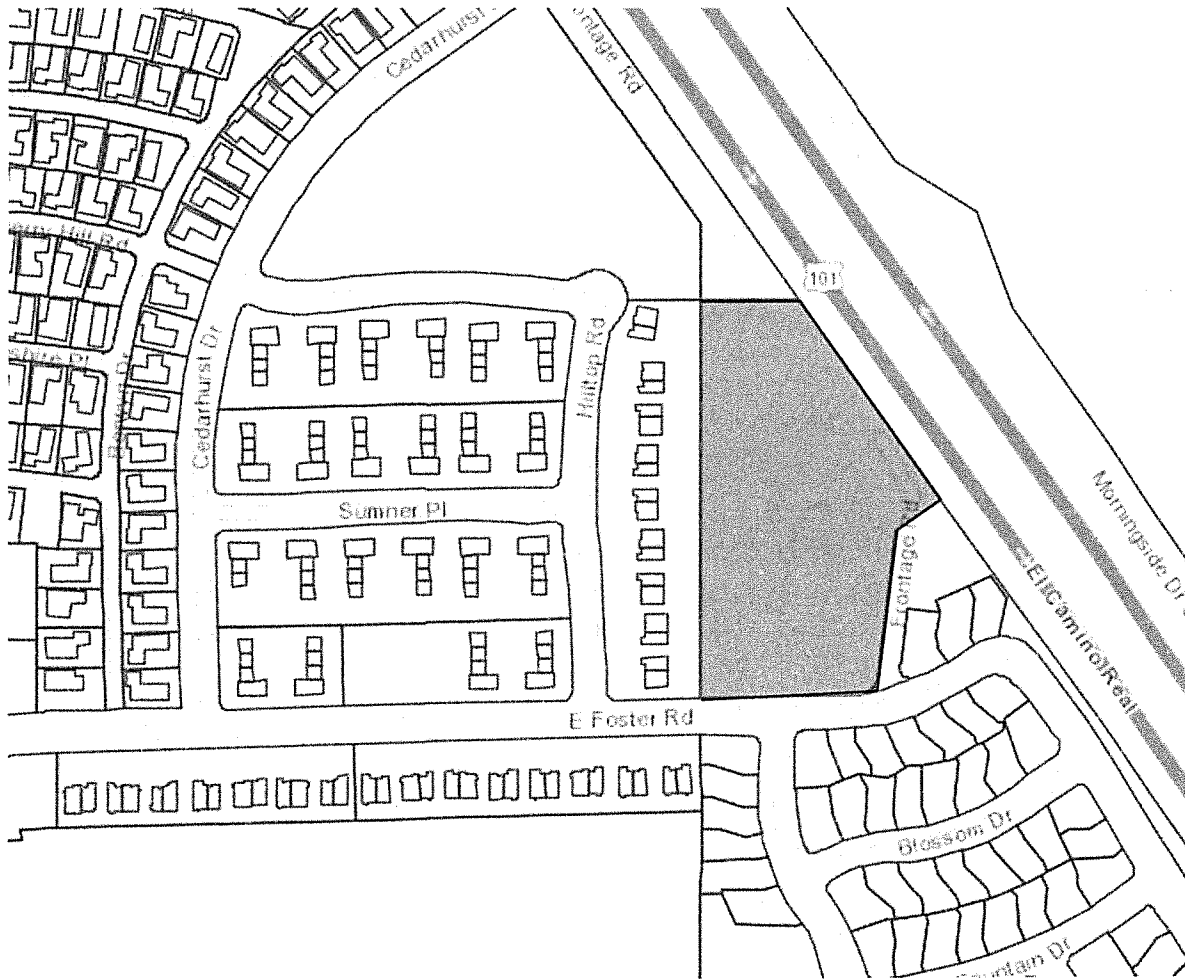
PARCEL E-2

A STRIP OF LAND 10.00 WIDE, LYING 5.00 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE 4TH COURSE OF PARCEL ONE AS HEREINABOVE DESCRIBED, SAID COURSE HAVING A BEARING AND DISTANCE OF "N. 54°28'01" E. 40.12 FEET",
THENCE, S. 54°28'01" W. 10.59 FEET ALONG SAID 4TH COURSE TO A POINT THEREON AND BEING THE TRUE POINT OF BEGINNING;
THENCE 1ST, N. 35°32'55" W. 564.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY THE RADIAL CENTER OF WHICH BEARS S. 54°28'14" W.;
THENCE 2ND, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°30'32" FOR A DISTANCE OF 60.09 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL ONE AS MENTIONED HEREINABOVE, SAID POINT BEARS S. 54°25'19" W. 45.25 FEET FROM THE MOST NORTHEASTERLY CORNER OF SAID PARCEL ONE.

APN: 107-240-040

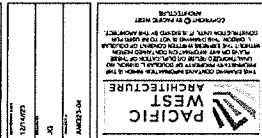
Exhibit A-2: Graphic Representation of Key Site H Property



**Exhibit B: Example Project Plans Implementing
Development Agreement Provisions**

REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/10	ISSUED FOR PERMITS
2	10/15/10	ISSUED FOR PERMITS
3	10/15/10	ISSUED FOR PERMITS
4	10/15/10	ISSUED FOR PERMITS
5	10/15/10	ISSUED FOR PERMITS



THE ARCHITECT HAS PREPARED THESE DOCUMENTS FOR THE PROJECT DESCRIBED HEREIN AND FOR THE SITE SPECIFICALLY IDENTIFIED HEREIN. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE PROJECT AND SITE DESCRIBED HEREIN. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL FEES RECEIVED BY THE ARCHITECT FOR THIS PROJECT.

ALASKA, ARIZONA, CALIFORNIA, CONNECTICUT, FLORIDA, GEORGIA, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, LOUISIANA, MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TExAS, UTAH, VERMONT, VIRGINIA, WASHINGTON, WISCONSIN, WYOMING

APPLICANT
AMT, ASSOCIATES, LLC
10000 E. STATE STREET, SUITE 100
SANTA ANA, CA 92701
(714) 441-4002

ARCHITECT
PACIFIC WEST ARCHITECTURE
400 E. STATE STREET, SUITE 100
SANTA ANA, CA 92701
(714) 441-4002

ACCESSIBILITY
ADAPTABLE TYPE I (ALL COMMON UNITS) 34 (80%)
ADAPTABLE TYPE II (COMMON UNITS) 10 (25%)
SENSORY IMPAIRED UNITS (TYP. TOTAL) 10 (25%)

SANTA MARIA, FOSTER

UNIT MIX SUMMARY

CONDITIONS OR FOOTINGS	NO. OF UNITS	PERCENTAGE
108 STUDIOS	8,000 S.F.	8.00%
36 1-BEDROOM UNITS	10,800 S.F.	10.80%
24 2-BEDROOM UNITS	14,400 S.F.	14.40%
12 3-BEDROOM UNITS	21,600 S.F.	21.60%
108 UNITS TOTAL	54,800 S.F.	54.80%

FINISHED FINISHES

WALLS	108 S.F.
FLOORS	108 S.F.
CEILING	108 S.F.
MECHANICAL	108 S.F.
PAINT	108 S.F.
ROOFING	108 S.F.
MECHANICAL	108 S.F.
PAINT	108 S.F.
ROOFING	108 S.F.

FIRE SPRINKLER
AUTOMATIC DAILY SPRINKLER SYSTEM WITH CENTRAL DIAL STATION
SPRINKLER AND TYPICAL EXTERIOR ACCESSIBLE FIRE SPRINKLER CLOSET

SITE SIZE
PARCEL: 180,774 S.F. (4.15 ACRES)
208 UNITS PER ACRE (89 TOTAL UNITS)

SITE COVERAGE

NO. FT.	PERCENTAGE
108 STUDIOS	8.00%
36 1-BEDROOM UNITS	10.80%
24 2-BEDROOM UNITS	14.40%
12 3-BEDROOM UNITS	21.60%
108 UNITS TOTAL	54.80%

CONCRETE FLOOR, WALLS & PARTS
TOTAL AREA: 180,774 S.F.

NOTE: ALL NUMBERS PROVIDED ARE ESTIMATED FOR SITE COVERAGE

PARKING AND UNIT SUMMARY

COUNTY OF SANTA BARBARA LAND USE & DEVELOPMENT CODE

RESIDENTS:

STUDIO UNITS	78	11.25
1-BEDROOM UNITS	36	5.25
2-BEDROOM UNITS	24	3.50
3-BEDROOM UNITS	12	1.75
TOTAL UNITS	150	21.75

VEHICLES (TYPICAL): 184

TOTAL: 111.75

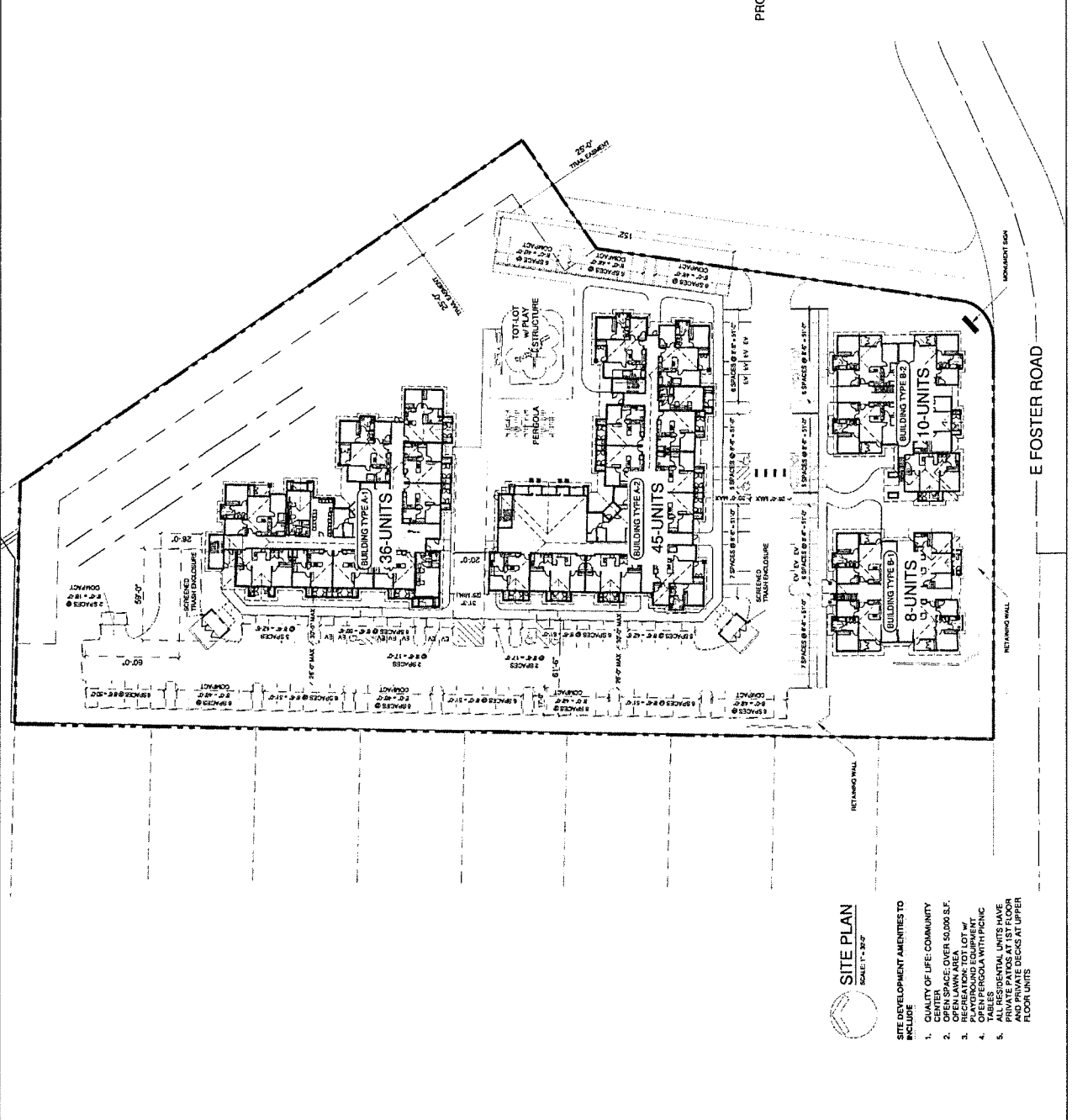
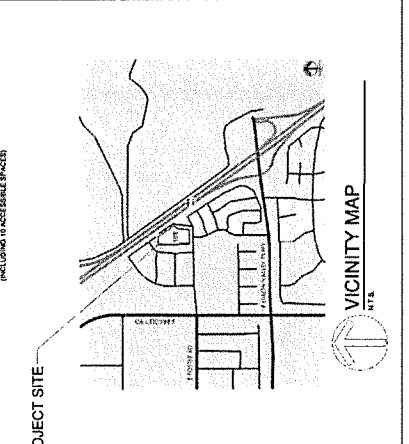
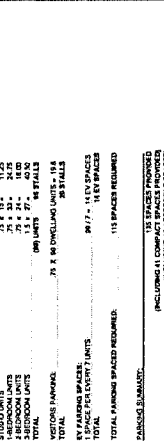
BY PARKING SPACES: 111.75

TOTAL: 111.75

TOTAL PARKING SPACES REQUIRED: 111.75

SPACES PROVIDED: 132

INCLUDING 11 COMPACT SPACES PROVIDED FOR 111.75 UNITS (INCLUDED IN ACCESSIBLE SPACES)



- SITE PLAN**
SCALE: 1" = 32'
- SITE DEVELOPMENT AMENITIES TO INCLUDE**
1. QUALITY OF LIFE: COMMUNITY CENTER, PLAY SPACE OVER 50,000 S.F., OPEN LAWN AREA
 2. RECREATION: TOT LOT W/ OPEN PERGOLA WITH PICNIC TABLES
 3. OPEN PERGOLA WITH PICNIC TABLES
 4. PRIVATE PATIOS AT 1ST FLOOR AND PRIVATE DECKS AT UPPER FLOOR UNITS

A4.2

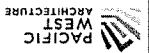
PROJECT

SANTA MARIA

EAST FOSTER ROAD

SANTA MARIA, CA

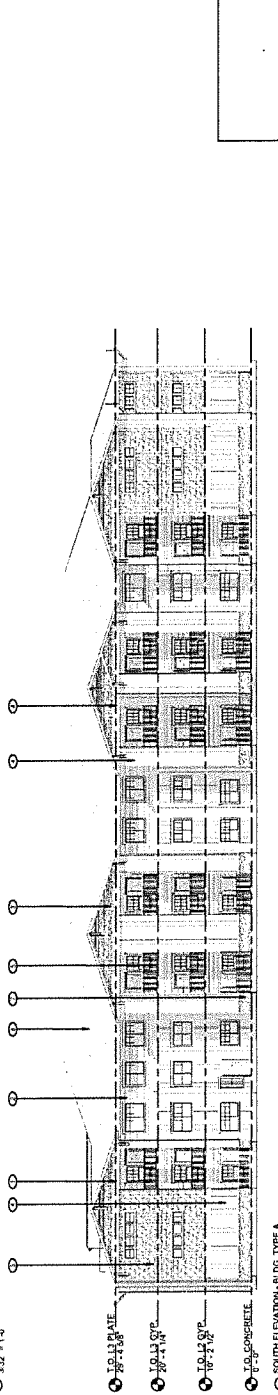
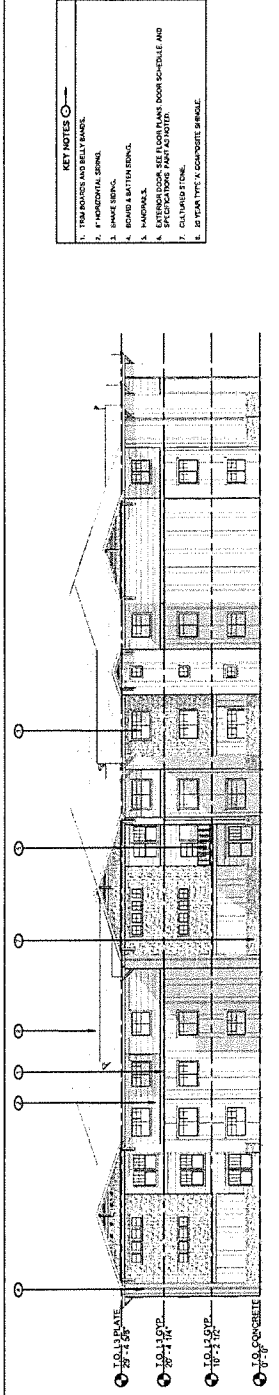
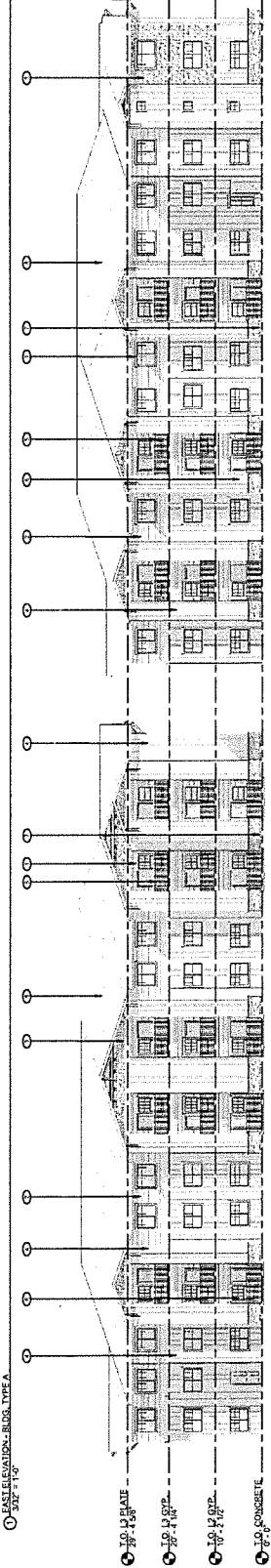
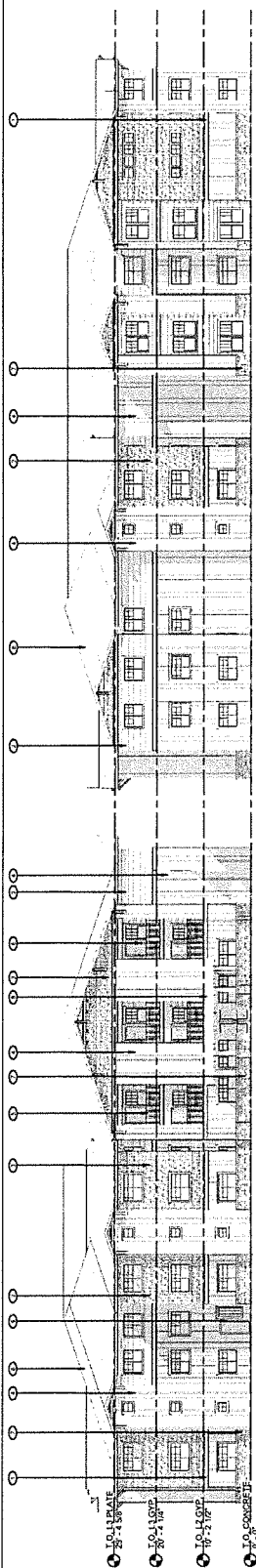
Pacific West Architecture
 430 E. STATE STREET, SUITE 100
 EAGLE IDAHO 83418
 (208) 481-0022
 FAX (208) 461-2827



DATE: 10/10/2023
 DRAWN BY: JG
 APPROVED BY: AMG/2024

REVISIONS

- KEY NOTES**
1. TRIM FINISHES AND BEATY MARKS.
 2. 4" IMPERIAL SIBING.
 3. SHAKE SIDING.
 4. BRICK & BATHY BRICK.
 5. HARDWALL.
 6. EXTERIOR DOOR SCHEDULE AND DOOR SCHEDULE AND
 7. EXTERIOR WINDOW SCHEDULE AND WINDOW SCHEDULE.
 8. 20 PLY TYPE 'X' COMPOSITE SHEET.



REVISIONS

10/10/2023
 10/10/2023
 10/10/2023

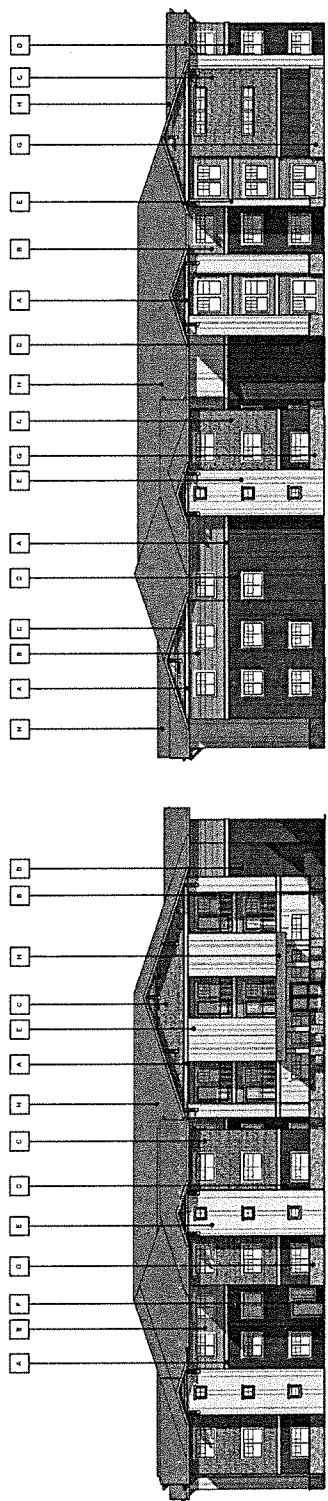


400 E. STATE STREET, SUITE 100
 BOULDER, CO 80501
 (303) 441-3267

Pacific West Architecture
 400 E. STATE STREET, SUITE 100
 BOULDER, CO 80501
 (303) 441-3267

SANTA MARIA
 EAST FOSTER ROAD
 SANTA MARIA, CA

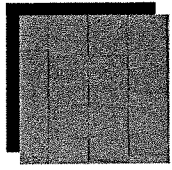
A4.3
 10/10/2023



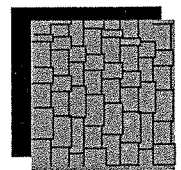
① EAST ELEVATION - BUD. TYPE A
 5/27' x 1/2"



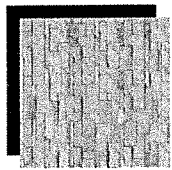
D BOARD & BATTEN SIDING
 SHERWIN WILLIAMS
 "COLOR TO MATCH"
 "PACIFIC ANTIQUE" 8178



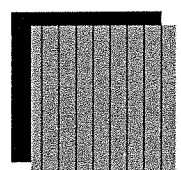
H ASPHALT ROOFING TO
 MATCH PARCO PREMIER
 WEATHERED WOOD



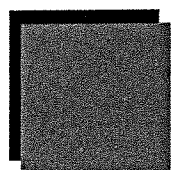
C SNAKE SIDING
 SHERWIN WILLIAMS
 "FOGGY DAY" 8335



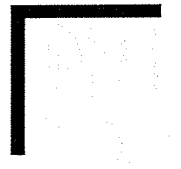
G MASONRY TO MATCH
 ELORADO STONE CUT
 CONCRETE
 CONCRETE



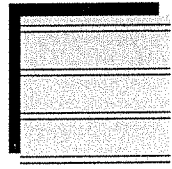
B HORIZONTAL SIDING
 SHERWIN WILLIAMS
 "CLASSIC FRENCH GRAY" 0077



F DOOR PANELS
 SHERWIN WILLIAMS
 "CYBERSPACE" 7076



A TRIM BOARDS AND BELLY
 BOARDS TO MATCH
 SHERWIN WILLIAMS
 "EXTRA WHITE" 7006



E BOARD & BATTEN SIDING
 SHERWIN WILLIAMS
 "FIRST STATE" 7646

REVISIONS

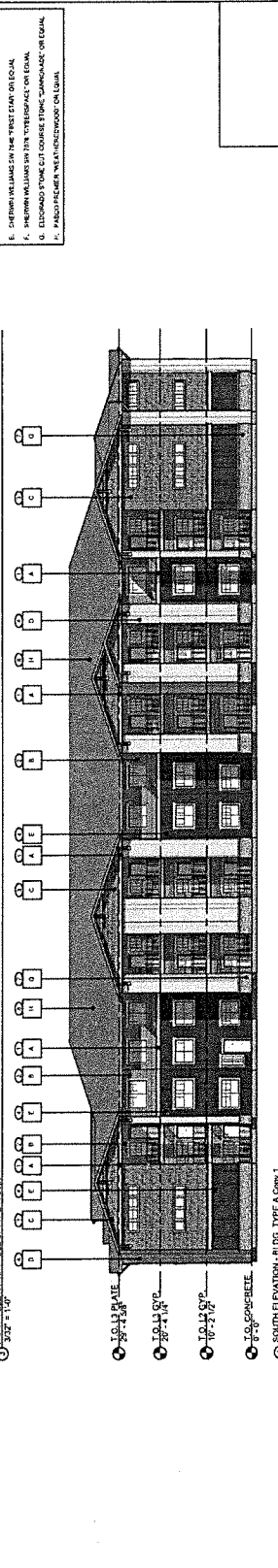
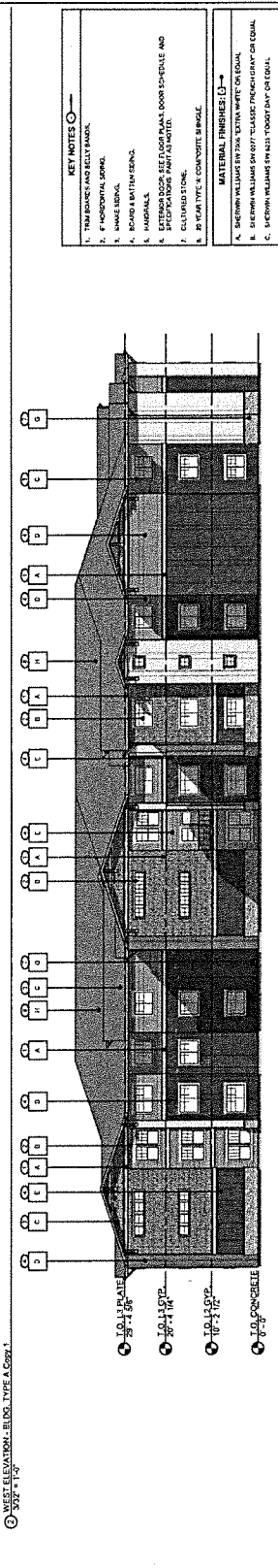
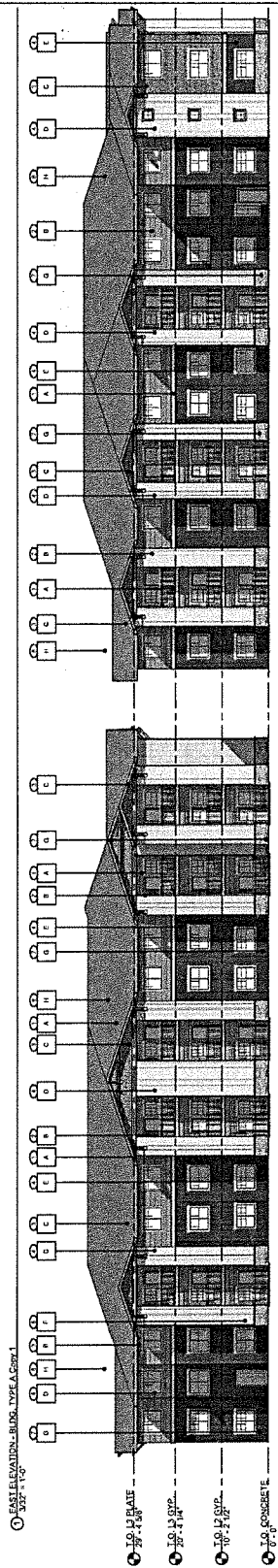
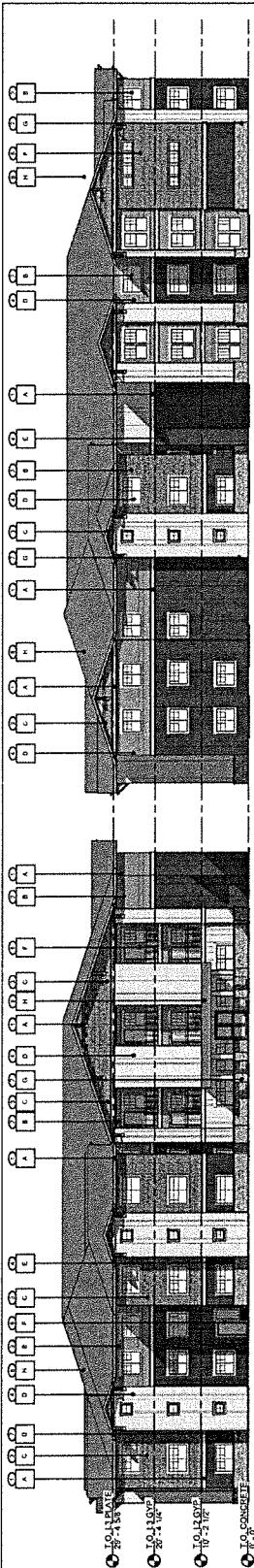
NO.	DATE	DESCRIPTION
1	10/10/2023	AS SHOWN



490 E. STATE STREET, SUITE 100
 SAN ANTONIO, TEXAS 78202
 TEL: (214) 491-2827
 FAX: (214) 491-2827

PROJECT: SANTA MARIA
 EAST FOSTER ROAD
 A4.4

Pacific West Architecture
 490 E. STATE STREET, SUITE 100
 SAN ANTONIO, TEXAS 78202
 TEL: (214) 491-2827
 FAX: (214) 491-2827



- KEY NOTES**
1. TRIM BRACKETS AND EASY MARKS.
 2. F. FURNITURE AND EASY MARKS.
 3. SHAVE MARKS.
 4. RECORD & BATHY MARKS.
 5. HATCHES.
 6. EXISTING DOORS SHALL BE MAINTAINED AND REFINISHED.
 7. EXISTING STONE.
 8. ALL NEW TYPE & COMPOSITE BRICKS.
- MATERIAL FINISHES**
- A. SHEET METAL WITH "STAIN WARE" OR EQUAL.
 - B. SHEET METAL WITH "CLASSIC FINISH" OR EQUAL.
 - C. SHEET METAL WITH "WOOD GRAIN" OR EQUAL.
 - D. SHEET METAL WITH "WOOD GRAIN" OR EQUAL.
 - E. SHEET METAL WITH "WOOD GRAIN" OR EQUAL.
 - F. SHEET METAL WITH "WOOD GRAIN" OR EQUAL.
 - G. SHEET METAL WITH "WOOD GRAIN" OR EQUAL.
 - H. SHEET METAL WITH "WOOD GRAIN" OR EQUAL.
 - I. SHEET METAL WITH "WOOD GRAIN" OR EQUAL.
 - J. SHEET METAL WITH "WOOD GRAIN" OR EQUAL.

1.0.1.1 RATE
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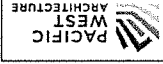
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REVISIONS

CONTRACT NO. 10-0203
JOB

PROJECT: AMGGD-04



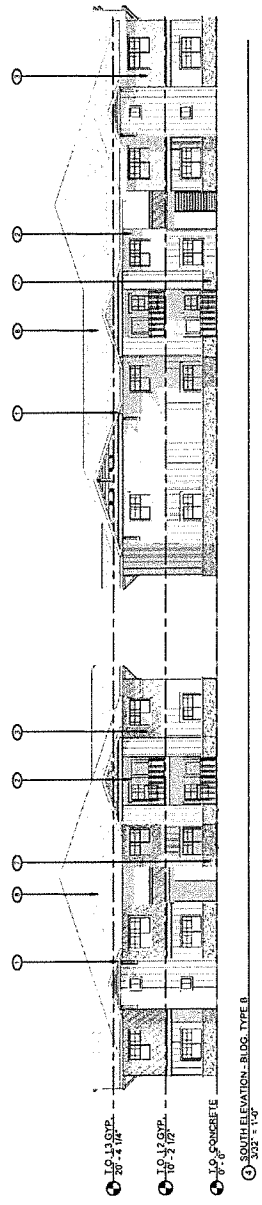
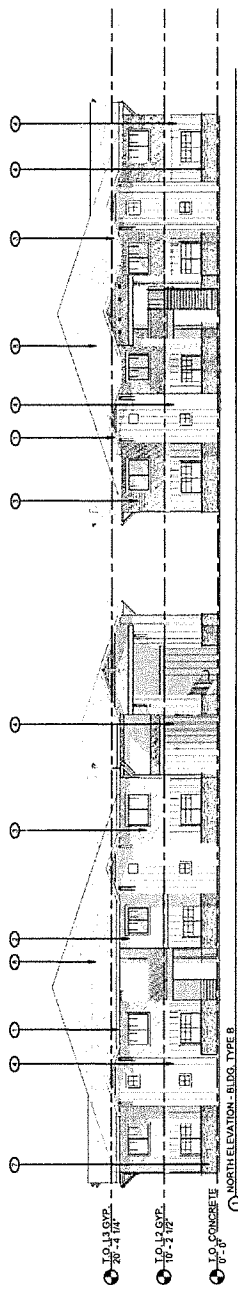
PACIFIC WEST ARCHITECTURE

1000 EAST 10TH AVENUE SUITE 100
DENVER, COLORADO 80202
TEL: (303) 733-1100
WWW.PACIFICWESTARCH.COM

Pacific West Architecture
400 E. STATE STREET, SUITE 100
ENGLE, IDAHO 83618
PH: (208) 461-0222
FAX: (208) 461-0267

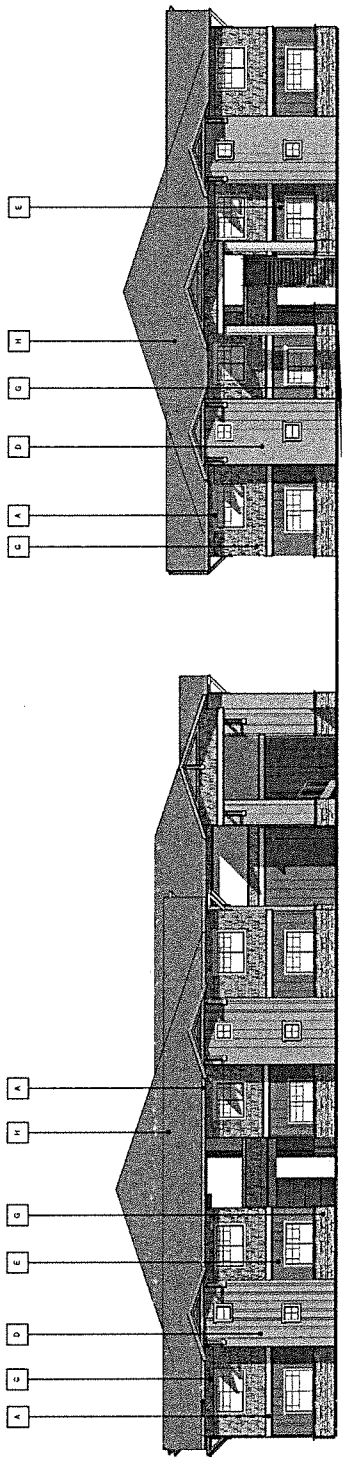
SANTA MARIA
SANTA MARIA, CA
PROJECT
EAST FOSTER ROAD

A5.2
DATE PLOTTED: 10/24/14



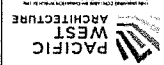
- KEY NOTES
- 1. TRIM BOARD AND BELLY BANDS.
 - 2. 4" HORIZONTAL SIDING.
 - 3. SHAKE SIDING.
 - 4. BOARD & BATTEN SIDING.
 - 5. HANDMADE.
 - 6. EXTERIOR DOOR, SEE FLOOR PLANS, DOOR SCHEDULE AND SPECIFICATIONS PART AS NOTED.
 - 7. CULTURED STONE.
 - 8. 20 YEAR TYPE X COMPOSITE SHINGLE.

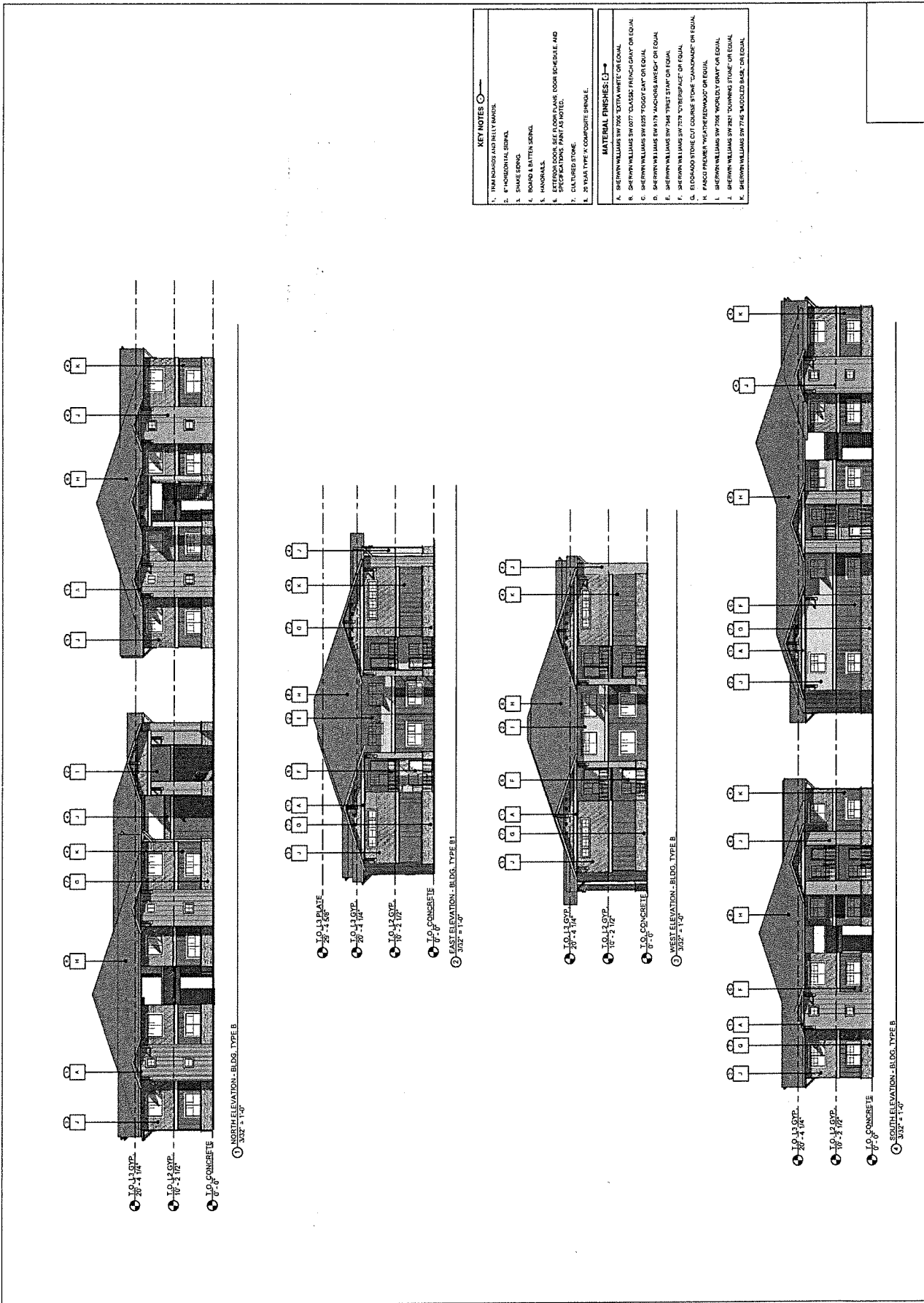
REVISIONS 	PROJECT SANTA MARIA EAST POSTER ROAD SANTA MARIA, CA	PACIFIC WEST ARCHITECTURE 400 E. STATE STREET, SUITE 100 SAGLE, IDAHO 83616 (208) 461-3257 FAX (208) 461-3257 ALASKA - ARIZONA - CALIFORNIA - COLORADO - HAWAII - IDAHO ILLINOIS - IOWA - KANSAS - MICHIGAN - MINNESOTA - MONTANA - NEBRASKA - NEVADA - NEW YORK - NORTH CAROLINA - OHIO SOUTH CAROLINA - U.S. VA. - VIRGINIA - WASHINGTON - WISCONSIN - WYOMING	A5.3 COLOR BOARD - BIDDING TYPE B
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① NORTH ELEVATION - BIDDING TYPE B
1/8" = 1'-0"

<p>A TRIM BOARDS AND BELLY BANDS, COLOR TO MATCH "EXTRA WHITE" 7006</p>	<p>B 6" HORIZONTAL SIDING, COLOR TO MATCH "WORLDLY GRAY" 7043</p>	<p>C SHAKE SIDING, COLOR TO MATCH "DOWNING STONE" 2821</p>	<p>D BOARD & BATTEN SIDING, PATIO POP OUTS, COLOR TO MATCH "DOWNING STONE" 2821</p>
<p>E BOARD & BATTEN SIDING, COLOR TO MATCH "MIDDED BASK" 7745</p>	<p>F DOOR PANELS, SHERWIN WILLIAMS "OTHERSPACE" 7476</p>	<p>G MASCHERY TO MATCH ELDERBARK STONE CUT "CANNONADE"</p>	<p>H ASPHALT ROOFING TO MATCH PACCO PRIMER "WESTERN REDWOOD"</p>

REVISIONS 	CONTRACTOR JACOBS 1000 17TH AVENUE SUITE 1000 DENVER, CO 80202	PROJECT AM223-34	 PACIFIC WEST ARCHITECTURE 400 E. STATE STREET, SUITE 100 DENVER, CO 80202 (303) 461-0222 FAX (303) 461-0257 ALASKA - ARIZONA - CALIFORNIA - COLORADO - HAWAII - ILLINOIS - INDIANA - IOWA - KANSAS - MARYLAND - MASSACHUSETTS - MICHIGAN - MINNESOTA - MISSOURI - MONTANA - NEBRASKA - NEVADA - NEW YORK - NORTH CAROLINA - NORTH DAKOTA - OHIO - OKLAHOMA - PENNSYLVANIA - RHODE ISLAND - SOUTH DAKOTA - TEXAS - UTAH - VIRGINIA - WASHINGTON - WISCONSIN - WYOMING	PROJECT EAST FOSTER ROAD SANTA MARIA, CA	PLAN NUMBER: 04A.1 SCALE: 1/8" = 1'-0"
-------------------------------	--	---------------------	---	--	---



- KEY NOTES**
1. FINISHES AND BILLY BANDS.
 2. 6" HORIZONTAL SIDING.
 3. SHAKE SIDING.
 4. ROUND & BATTEN SIDING.
 5. HANDRAILS.
 6. EXTERIOR DOOR, SEE FLOOR PLANS, DOOR SCHEDULE AND SPECIFICATIONS. PAINT AS NOTED.
 7. CULTURED STONE.
 8. 20 YEAR TYPE 'A' COMPOSITE SHINGLE.
- MATERIAL FINISHES:**
- A. SHERWIN WILLIAMS SW 7052 "DITTA WHITE" OR EQUAL.
 - B. SHERWIN WILLIAMS SW 6077 "CLASSIC FRENCH GRAY" OR EQUAL.
 - C. SHERWIN WILLIAMS SW 6535 "TOGGY DAY" OR EQUAL.
 - D. SHERWIN WILLIAMS SW 7041 "MACHOS AWESBY" OR EQUAL.
 - E. SHERWIN WILLIAMS SW 7278 "YERKSPACE" OR EQUAL.
 - F. SHERWIN WILLIAMS SW 7041 "MACHOS AWESBY" OR EQUAL.
 - G. ENDOGADO STONE CUT COURSE STONE "CANNONBOLT" OR EQUAL.
 - H. PASCAL FINISHER "PSC THE FLEWABOOC" OR EQUAL.
 - I. SHERWIN WILLIAMS SW 7056 "WORLDLY GRAY" OR EQUAL.
 - J. SHERWIN WILLIAMS SW 2821 "DOWNING STONE" OR EQUAL.
 - K. SHERWIN WILLIAMS SW 7716 "MADDLED BARK" OR EQUAL.

REVISIONS

10/10/2023
10/10/2023
10/10/2023

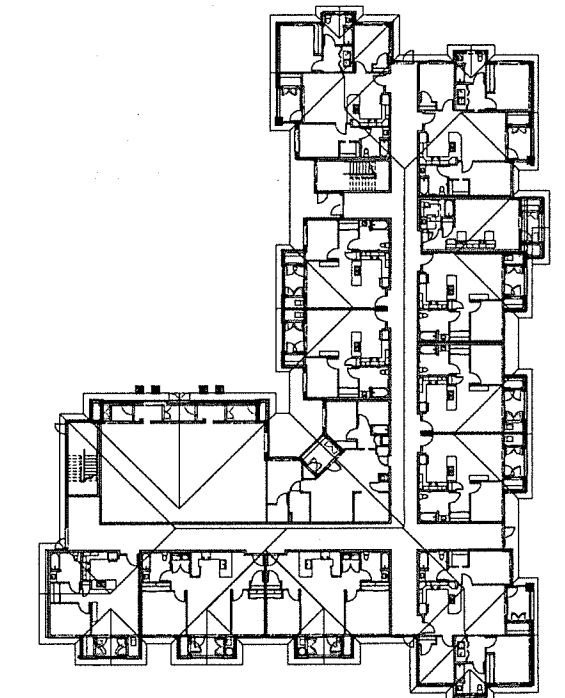
AMG2024
PACIFIC WEST ARCHITECTURE

430 E. STATE STREET, SUITE 100
EAGLE, IDAHO 83618
(208) 461-0022
FAX (208) 461-0287

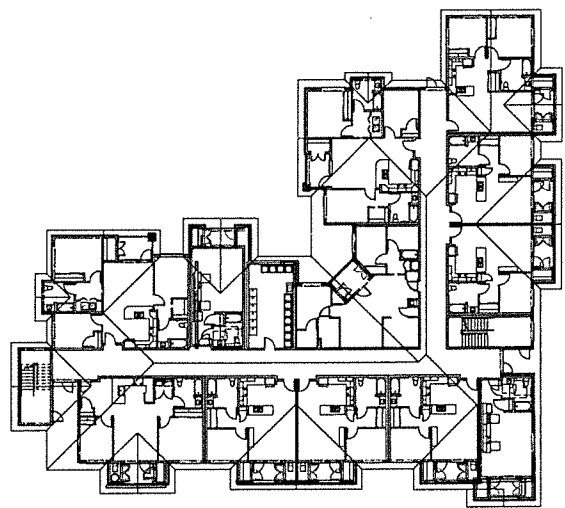
Pacific West Architecture
ALASKA - ARIZONA - CALIFORNIA - COLORADO - HAWAII - IDAHO
ILLINOIS - IOWA - KANSAS - MICHIGAN - MINNESOTA - MONTANA - NEBRASKA
NEVADA - NEW JERSEY - NEW YORK - NORTH CAROLINA - NORTH DAKOTA - OREGON
SOUTH DAKOTA - UTAH - VERMONT - WASHINGTON - WISCONSIN - WYOMING

SANTA MARIA
SANTA MARIA, CA

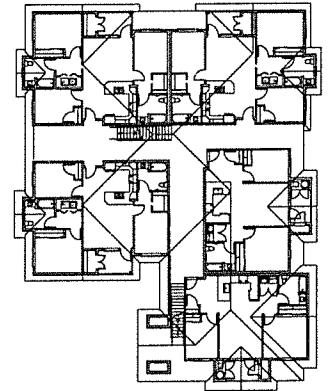
EAST FOSTER ROAD
PROJECT
A6.1
PACIFIC WEST ARCHITECTURE



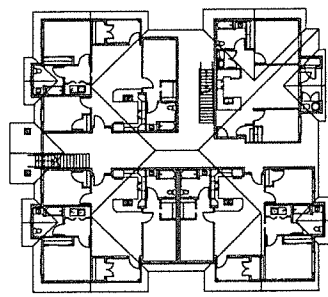
BUILDING TYPE A-2
TOTAL: 49,419 SF
MAIN FLOOR 16,473 SF
SECOND FLOOR 16,473 SF
THIRD FLOOR 16,473 SF



BUILDING TYPE A-1
TOTAL: 35,670 SF
MAIN FLOOR 11,890 SF
SECOND FLOOR 11,890 SF
THIRD FLOOR 11,890 SF



BUILDING TYPE B-2
TOTAL: 13,144 SF
MAIN FLOOR 6,572 SF
SECOND FLOOR 6,572 SF



BUILDING TYPE B-1
TOTAL: 10,296 SF
MAIN FLOOR 5,148 SF
SECOND FLOOR 5,148 SF

Exhibit C: Example Notice of Termination

THIS NOTICE OF TERMINATION (hereinafter "this Notice") is given this _____ day of _____, 20_____, by the County of Santa Barbara (hereinafter "County").

1. On _____ day of _____, 20_____, the County of Santa Barbara and Affordable Housing Land Consultants, LLC (hereinafter "Developer") entered into that certain agreement entitled "Development Agreement," approved by Ordinance _____ (hereinafter "Agreement"), relative to the development known as the AMG & Associates Affordable Housing Project at APN 107-240-040 (hereinafter "Subject Property").
2. Developer has fully performed all its duties with respect to the Subject Property identified and described in Exhibit A-1, attached hereto and incorporated herein by this reference (hereinafter the "Released Property").
3. Pursuant to Section 7.1 of the Development Agreement, the Development Agreement is no longer in effect with respect to the Released Property.

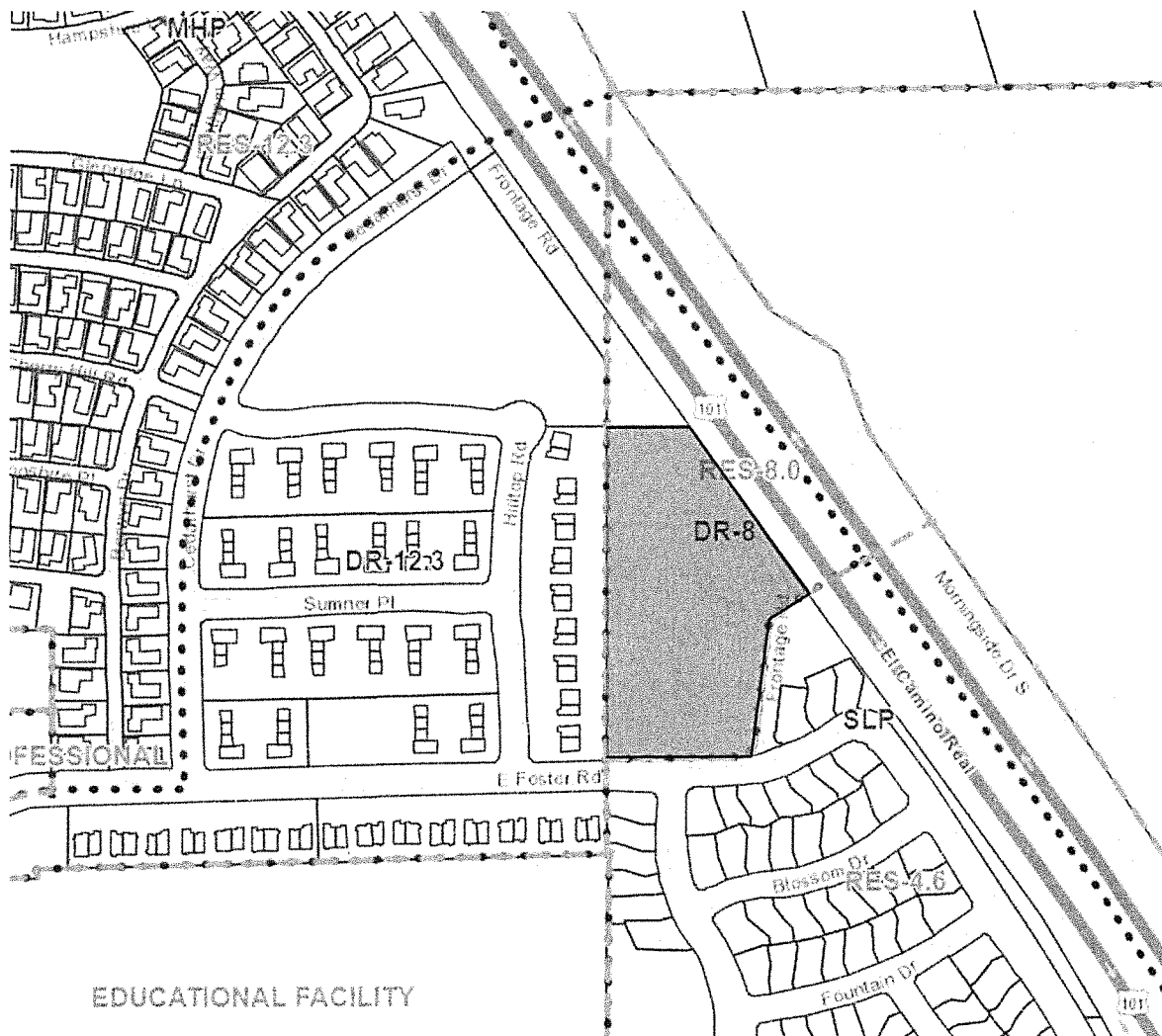
COUNTY OF SANTA BARBARA

By: _____

Name: _____

Title: _____

Exhibit D: Zoning Designation Graphic



Zoned DR-8
Designated RES-8.0