

SANTA BARBARA COUNTY PLANNING COMMISSION

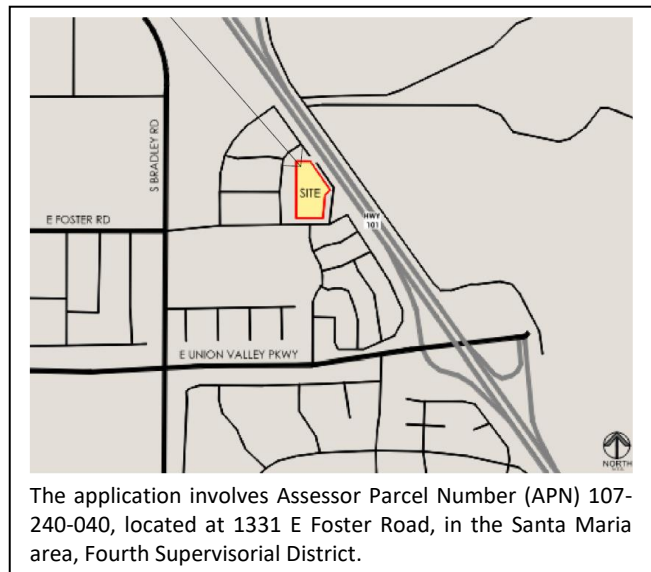
Staff Report for Key Site H Development Agreement

Hearing Date: January 10, 2024
Staff Report Date: December 14, 2023
Case No.: 23ORD-00004
Environmental Document: Exempt from
CEQA pursuant to CEQA Guidelines Section
15194, Affordable Housing Exemption, and
Public Resource Code Section 21159.23, Low
Income Housing

Deputy Director: Travis Seawards
Division: Development Review
Supervising Planner: Shannon Reese
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OWNER / APPLICANT:

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1.0 REQUEST

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

- 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.
- 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, included as Attachment C.

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

2.0 RECOMMENDATION AND PROCEDURES

Your Commission's motion should include the following:

1. Recommend that the Board of Supervisors make the required findings for approval of the Development Agreement specified in Attachment A of this staff report, 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 C.
3. Adopt a resolution recommending that the Board of Supervisors approve and adopt an ordinance (23ORD-00004) included as Attachment D of this staff report, 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.

Refer back to staff if the County Planning Commission takes other than the recommended action for appropriate findings and conditions.

3.0 JURISDICTION

This Development Agreement is being considered by the County Planning Commission based on LUDC Sections 35.86.030.B and 35.86.040.A, which state, respectively, that the Planning Commission shall conduct at least one noticed public hearing on any proposed Development Agreement, and shall make a recommendation in writing to the Board of Supervisors. The Board of Supervisors is the review authority for the proposed Development Agreement.

4.0 ISSUE SUMMARY

Pursuant to Government Code Section 65864 et seq., development agreements are contracts negotiated between project proponents and public agencies that govern the land uses that may be allowed in a particular project. Neither the Developer nor the public agency is required to enter into a development agreement. When they do, the allowable land uses and other terms

negotiated between the municipality and developer are subject to the municipality's ultimate approval.

Generally, development agreements provide assurance to an applicant that they may proceed with a project in accordance with existing policies, rules, and regulations, subject to conditions of approval. However, the scope of development agreements need not be limited to freezing land use rules, regulations, and policies but can include other promises between the municipality and the developer. Thus, a legislatively-approved development agreement gives both parties vested contractual rights.

The Developer has an approved entitlement for a 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 limits the jurisdiction of the County. Prior to approval of Case No. 21ZCI-00000-00232, the Developer entered into discussions with Planning & Development regarding an alternative project with improved neighborhood compatibility. Goals for the alternative project included increased setbacks from existing residential development on Hilltop Road, breaking the development into multiple structures, limiting development along Foster Road to two stories, moving parking away from the Foster Road frontage, improvements of the existing trail, and spreading development over the site rather than clustering it in a single three-story structure on the south half of the property. The Development Agreement included as Attachment C is the result of these discussions.

The Development Agreement includes provisions at the request of the Developer, primarily the provision of an additional 37-unit local density bonus for a maximum future development of up to 99 units and a provision to process a future 99-unit affordable project with a Development Plan on an expedited basis, subject to a maximum of two Planning Commission hearings. The Development Agreement also includes an allowance for compact parking stalls to maximize parking opportunities onsite, relief from requirements for a sound wall if Noise Element policies can be met, allowance for the existing utility pole in the northeastern quadrant of the site to remain unless future development is located within ten feet of it. Analysis of these provisions is included in Sections 6.2 and 6.3 of this staff report.

The Developer will maintain the ability to process Building Permits for Case No. 21ZCI-00000-00232 and construct the project. However, if the Development Agreement is executed, the Developer will not develop the site with the approved 61-unit project (Case No. 21ZCI-00000-00232) for so long as the County remains in compliance with the Development Agreement and processes the Subsequent Applications (Article 5 of Development Agreement, Attachment C) in good faith. 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 the Development Agreement and discussed in Article 5 are approved and issued.

5.0 PROJECT INFORMATION

5.1 Site Information

Site Information	
Comprehensive Plan Designation	Urban, Residential-8.0 (8.0 units per acre)
Ordinance, Zone	LUDC, Design Residential-8.0 (8.0 units per acre)
Site Size	4.15 acres
Present Use & Development	School and single-family dwelling
Surrounding Uses/Zone(s)	North: Multi-Family Dwellings, DR-12.3 (12.3 units per acre) South: Single-Family Dwellings, Small Lot Planned Development (SLP) East: Highway 101, Single-Family Dwellings, Small Lot Planned Development (SLP) West: Condominiums, DR-12.3 (12.3 units per acre)
Access	Foster Road
Other Site Information	Known as Key Site H in the Orcutt Community Plan. There is an existing 61-unit Multi-Family Development (Case No. 21ZCI-00000-00232) approved on the subject property pursuant to Senate Bill 35.
Public Services	Water Supply: Golden State Water Company Sewage: Laguna County Sanitation District Fire: County Fire Police Services: County Sheriff

5.2 Project Description

The Developer proposes a Development Agreement (Attachment C) for a future maximum 99-unit Multi-Family Development (inclusive of State Density Bonus). The Development Agreement encompassed by Case No. 23ORD-00004 is not an application for development; future entitlements are required in accordance with the contents of the Development Agreement.

The Development Agreement requires the following components for future development:

- 97 units shall be affordable units available for rent, with the two remaining units reserved for manager use. The Developer 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 Development Agreement for a minimum period of 55 years.
- The Developer is 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 in accordance with LUDC Chapter 35.33.
- The height of the future project will be no more than a typical 2- or 3- story standard design, with no more than 2 stories shall be permitted along Foster Rd. Pursuant to LUDC

Subsection 35.23.060.D.2.a, a 40-foot height limit from existing grade applies, though the LUDC also contains some height exceptions for architectural features and equipment pursuant to Subsection 35.30.090.D. The applicant may also request a waiver or concession in accordance with State Density Bonus Law 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
- On the westerly portion of the site directly adjacent to the homes along Hilltop Road, 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.
- No parking shall be permitted along the portion of the Project Site fronting Foster Road.
- The Project may utilize compact parking stalls to serve residential uses.
- The Developer is not 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 along the eastern property line 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.
- The Developer is not 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.
- The Developer is not 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 interior noise standards set by the County of Santa Barbara Comprehensive Plan.

Base density for the site allows 34 units, and with State Density Bonus for a 100 percent affordable project on the site, the project is eligible for an additional 28 units, for a total of 62 units. In order to accommodate a 99-unit affordable housing project on the site, the Developer requests density bonus greater than provided for in the provisions of State Density Bonus Law. Through approval and execution of the Development Agreement, the County grants an additional density bonus of 37 units, for a maximum future build out of 99 affordable housing units. The future project will be processed with approval of a Development Plan and issuance of a Zoning Clearance to effectuate the Development Plan, consistent with the terms of the Development Agreement. Once the Development Plan 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. Review of the Development Plant 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 the Development Agreement.

Upon execution of the Development Agreement, the Developer shall not develop the subject property with the 61-unit project (Case No. 21ZCI-00000-00232) for so long as the County remains in compliance with the Development Agreement and processes subsequent applications, described in the Development Agreement (Attachment C) in good faith, including provided the County meets the project timelines and provisions described in the Development Agreement. The Developer agrees to relinquish the ability to process and develop the entitlement granted by Case No. 21ZCI-00000-00232 when all permits required by the Subsequent Approvals section of the Development Agreement are approved and issued.

6.0 PROJECT ANALYSIS

6.1 Environmental Review

As discussed in Sections 5.2 and 6.3 of this staff report, and pursuant to Government Code Section 65865.2, the Development Agreement includes conditions, terms, restrictions, and requirements for subsequent discretionary County approval of a Development Plan and Zoning Clearance for the project, provided that these approvals “shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement.” The Development Agreement includes the granting of an additional 37-unit local density bonus pursuant to LUDC Subsection 35.32.030.A, which results in the ninety-nine (99) unit multifamily residential development project described in the agreement. At this stage, the Developer has provided a conceptual site plan and renderings (Attachment E) as an example of the reasonable maximum development that could occur pursuant to the Development Agreement provisions.

Based on the project described in the Development Agreement, including Exhibit B (Example Project Plans Implementing Development Agreement Provisions) to the Development Agreement and Attachment E (same plan set with renderings included) to the staff report, staff prepared a Notice of Exemption (NOE) pursuant to the requirements of California Environmental Quality Act (CEQA), the regulations promulgated thereunder (CEQA Guidelines), and the County’s Environmental Thresholds and Guidelines Manual. The NOE analyzes the ninety-nine (99) unit multifamily residential development project as described in the Development Agreement, including Exhibit B to the Development Agreement (Example Project Plans Implementing Development Agreement Provisions), and concludes that the project, as described in the agreement, 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 C.

6.2 Comprehensive Plan Consistency

As discussed above, the Development Agreement sets forth the conditions, terms, restrictions, and requirements for subsequent discretionary County approval of the proposed project, a multi-family 99-unit affordable housing project. The future 99-unit project will also be governed by the Housing Accountability Act, which establishes limitations on the County’s ability to deny or make infeasible housing development projects that are consistent with objective local development standards and contribute to meeting housing need. The consistency analysis below is focused specifically on provisions included in the Development Agreement.

REQUIREMENT	DISCUSSION
ADEQUATE SERVICES	
<p>Land Use Element Development Policy 4: <i>Prior to issuance of a development permit, the County shall make the finding, based on information provided by environmental documents, staff analysis, and the applicant, that adequate public or private services and resources (i.e., water, sewer, roads, etc.) are available to serve the proposed development. The applicant shall assume full responsibility for costs incurred in service extensions or improvements that are required as a result of the proposed project. Lack of available public or private services or resources shall be grounds for denial of the project or reduction in the density otherwise indicated in the land use plan.</i></p> <p>Policy WAT-O-2. <i>In order to be found consistent with Land Use Development Policy No. 4 (LUDP#4), the water demand of new discretionary development must be offset by long-term* supplemental** water supplies that do not result in further overdraft of the local groundwater basin and that are adequate to meet the project’s net water demand as determined by the County considering appropriate reliability factors as determined by County Water Agency.</i></p> <p><i>* “long-term” means permanent source of water for development.</i></p>	<p>Consistent. The Development Agreement does not itself authorize any development or expansion of public or private services, however, as part of the subsequent approvals required for the proposed project, the applicant would be required to provide adequate Can and Will Serve letters and to pay applicable in-lieu or development fees in accordance with the Development Agreement (Section 6.4). Existing development on the subject property is served by public utilities. Water service is provided by Golden State Water Company (GSWC), and sewer is provided by Laguna County Sanitation District (LCSD). Both agencies have provided preliminary Can and Will Serve letters for the approved 61-unit project, and have indicated (personal communication dated November 6, 2023 and November 7, 2023, respectively) that they can adequately serve the 99-unit project as well.</p>

**** “supplemental” water means a source of water other than groundwater, unless: 1. the groundwater basin has been determined to be no longer in overdraft, or 2. The use of groundwater is consistent with the final water rights judgment entered in the Santa Maria Groundwater Basin adjudication (Santa Maria Valley Water Conservation District v. City of Santa Maria, et al., Santa Clara County Superior Court Case No. CV 770214). Amended by Res. 01-225, 7/10/01**

DevStd Wat-O-2.3. *Prior to map recordation or land use clearance, the developer must provide a Can and Will Serve letter and necessary final contract(s) consistent with the conditions of the discretionary permits and terms of the draft contract(s).*

Land Use Development Policy 5: *Within designated urban areas, new development other than that for agricultural purposes shall be serviced by the appropriate public sewer and water district or an existing mutual water company, if such service is available.*

Policy CIRC-O-3. *The County shall maintain a minimum Level of Service (LOS) C or better on roadways and intersections within the Orcutt Planning Area, except that Minimum LOS shall be “D” for the following roadway segments and intersections:*

- *Foster road and Highway 135 intersection*
- *Lakeview Road and Skyway Drive intersection*
- *Stillwell Road and Lakeview Road intersection*
- *All Clark Avenue roadway segments and intersections between Blosser Road on*

Consistent. The Development Agreement does not itself authorize any development at this time; however, future development authorized through the subsequent approvals would be required to comply with these policy requirements prior to permit issuance.

Pursuant to personal communication with Will Robertson of Public Works Transportation Division on August 18, 2023, a future 99-unit project will comply with Policy CIRC-O-3 and the roadways and intersections in the project area will continue to perform at a Level of Service C or better. Additionally, the Developer provided a Trip Generation Memorandum dated November 14, 2023 (Attachment F). The

the west and Foxenwood Lane on the east.

Policy CIRC-O-4. *A determination of project consistency with the standards and policies of the Orcutt Community Plan Circulation Section shall constitute a determination of consistency with LUDP#4 with regard to roadway and intersection capacity.*

study documents that a future 99-unit project will not result in fifty new peak hour trips (net) as compared with the existing land use and the entitled land use; therefore, the future 99-unit project will not warrant a traffic study. As compared with the existing site conditions (school use), a future 99-unit project would generate 11 more trips than the existing site during the AM peak hour, and 6 more trips than the existing site during the PM peak hour. As compared with the approved 61-unit unit project (Case No. 21ZCI-00000-00232; school remains), a future 99-unit project will result in 19 fewer trips than what is allowed under the existing entitlement during the AM peak hour, and 23 fewer trips during the PM peak hour.

A future 99-unit project implementing the proposed Development Agreement conceptually complies with applicable objective standards and policies of the Orcutt Community Plan Circulation Section, therefore the project is consistent with LUDP #4 (above) with regard to roadway and intersection capacity.

AESTHETICS/VISUAL RESOURCES

Visual Resource Policies No. 5: *Utilities, including television, shall be placed underground in new developments in accordance with the rules and regulations of the California Public Utilities Commission, except where cost of undergrounding would be so high as to deny service.*

Consistent with Approval of the Development Agreement. The Development Agreement does not itself authorize any development or expansion of utilities. Future development authorized through the subsequent approvals would be required to comply with these policy requirements prior to permit issuance except as otherwise noted. Under the Development Agreement, all new utilities serving the site will be required to be undergrounded in accordance with this policy. The Developer is not required to upgrade, move, or underground the one existing utility pole located in the northerly portion of the site, unless the proposed improvements encroach

	<p>within 10' of the power lines and power pole. This is a request of the Developer due to the cost of undergrounding the aforementioned utility pole with existing lines running parallel to Highway 101 toward the northeastern corner of the subject property.</p>
RECREATION	
<p>DevStd PRT-O-4.2. <i>Development shall comply with the Trail Siting Guidelines as set forth in the Orcutt Multiple Use Trails Plan.</i></p> <p>DevStd PRT-O-4.3. <i>Development on sites with identified trail corridors (PRT-6 map) shall include, where appropriate, the construction and assurance of the fitness of designated trails for two years, at which time the County Park Department would assume maintenance responsibility. Where immediate construction is not required, a construction bond shall be required.</i></p>	<p>Consistent. The Development Agreement includes a provision stating that the Developer will, at their sole expense and as part of future development, improve the 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 trail easement is in place and is sited consistent with the Trail Siting Guidelines in Appendix C to the Orcutt Community Plan, and meets the width requirements, height clearance requirements, and brushing limits.</p>
NOISE	
<p>Noise Element Policy No. 1. <i>In the planning of land use, 65 dB Day-Night Average Sound Level should be regarded as the maximum exterior noise exposure compatible with noise-sensitive uses unless noise mitigation features are included in project designs.</i></p> <p>Noise Element Policy No. 5. <i>Noise-sensitive uses proposed in areas where the Day-Night Average Sound Level is 65 dB or more should be designed so that interior noise levels attributable to exterior sources do not exceed 45 dB LDN when doors and windows are closed. An analysis of the noise insulation effectiveness of proposed construction should be required, showing that the building design and construction specifications are adequate to meet the prescribed interior noise standard.</i></p>	<p>Consistent with Approval of the Development Agreement. The Development Agreement does not itself approve any development that is subject to noise requirements at this time. Future development authorized through the subsequent approvals would be required to comply with all applicable noise-related policy requirements prior to permit issuance, and additional analysis will be conducted when a project entitlement application is submitted. The applicant will be required to construct the sound wall in accordance with DevStd KSH-3 unless 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.</p>

Noise Element Policy No. 6. Residential uses proposed in areas where the Day-Night Average Sound Level is 65 dB or more should be designed so that noise levels in exterior living spaces will be less than 65 dB LDN. An analysis of proposed projects should be required, indicating the feasibility of noise barriers, site design, building orientation, etc., to meet the prescribed exterior noise standard...

DevStd KSH-2. An acoustical analysis which demonstrates that all development can be sited and designed to reduce interior and exterior noise levels from US Highway 101 to below County thresholds shall be required prior to consideration of any residential development.

DevStd KSH-3. The developer shall construct a sound barrier between the site and US Hwy 101. This barrier should be an earthen berm with appropriate landscaping of drought tolerant trees and shrubs. However, the barrier may be a combination wall and berm as long as the exposed portion of the wall does not exceed 50% of the total height of the barrier. The total height of the barrier should not exceed the height of barriers adjacent to the site to the north and south on US Hwy 101 and shall contain compatible masonry.

HOUSING

Housing Element Policy 1: Promote new housing opportunities adjacent to employment centers, and the revitalization of existing housing to meet the needs of all economic segments of the community, including extremely low-income households, while bolstering the County's rural heritage and supporting each unincorporated community's unique character

Consistent. The Development Agreement establishes a maximum buildout of a 99-unit affordable housing project on the site, which is consistent with Housing Element Policy 1. The policy aims to promote new housing opportunities for all economic segments of the community. The North County Regional Housing Needs Allocation (RHNA) shortfall in the Low/Very Low Income Level category is 503 units, whereas the North County RHNA in the

	<p>Moderate and Above Moderate Income Levels is in surplus.</p> <p>There is a documented need for Low/Very Low Income Level affordable units in the North County, and the Development Agreement provides a path for 99 such units (inclusive of two manager units as required by law). The subject parcel is located near employment opportunities in eastern Orcutt, and is located near a bus stop with service to southern Orcutt, Old Town Orcutt, western Orcutt, and commercial centers in Santa Maria.</p> <p>Additionally, the Development Agreement includes provisions to support Orcutt’s unique character by maintaining a lower-density residential feel. This is accomplished by limiting development along the Foster Road frontage to two-stories; requiring a structural setback of at least 30 feet from future development and existing housing along Hilltop Drive; forbidding parking along the Foster Road frontage; and providing for trail improvements.</p>
DENSITY	
<p><i>Policy KSH-1. Key Site H (APN 107-240-25) is designated Res 8.0 and zoned DR 8.0 with a maximum buildout of 26 residential units. As long as the existing school and residence remain, maximum buildout shall be eight residential units located in the southern area of the site between existing development and Foster Road...</i></p>	<p>Consistent with Approval of the Development Agreement. The Development Agreement establishes a maximum buildout of a 99-unit affordable housing project on the Key Site H property, inclusive of state and local density bonuses. The OCP sets forth a Land Use and Zoning Designation for Key Site H, both of which allow residential development at a density of eight units per acre. Orcutt Community Plan Policy KSH-1 provides that, notwithstanding the housing density standards that otherwise apply to the parcel, Key Site H shall have a “maximum buildout of 26 residential units”. Since the OCP was adopted, the size of Key Site H has increased due to abandonment of the Frontage Road. The</p>

	<p>current parcel site is 4.15 acres, therefore base density at eight units per acre allows for 33.2 units rather than 26 units.</p> <p>However, the Developer may avail themselves of a density bonus pursuant to State Density Bonus Law, and has also requested an additional local density bonus pursuant to the LUDC as a part of the Development Agreement.</p> <p>Pursuant to State Density Bonus Law, the base density of 33.2 units must be rounded up to 34 units. The 100% affordable multifamily housing project is entitled to an 80% State Density Bonus calculated at 28 units. Additionally, the Development Agreement grants a local bonus density of 37 units under the LUDC. Pursuant to LUDC Subsection 35.32.030.A, “[t]he County may choose to grant a density bonus greater than provided in the provisions of Government Code Sections 65915 through 65918 or successor statute for a development that exceeds the requirements of state law.” Pursuant to LUDC Subsection 35.32.030.B, the granting of density bonus shall not be interpreted, in and of itself, to require a Comprehensive Plan Amendment, zoning change or other discretionary approval separate from the discretionary approval otherwise required for the project.</p> <p>The Developer is proposing a maximum of 99 units, which is consistent with the density for the zoning and land use designation with the application of allowed density bonus.</p>
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6.3 Zoning: Land Use and Development Code Compliance

6.3.1 Compliance with Land Use and Development Code Requirements

Section 35.23.020.E – DR (Design Residential) Zone. Pursuant to LUDC Subsection 35.23.020.E, the DR Zone is applied to areas appropriate for one-family, two-family, and multi-family dwellings. This zone is intended to ensure comprehensively planned and well-designed residential development, while allowing flexibility and encouraging innovation and diverse design, and requiring that substantial open space be maintained within new residential developments.

Consistent. The Development Agreement establishes a maximum buildout of a 99-unit affordable housing project. The future development outlined in the Development Agreement will be a multi-family development, which is an allowed use in the DR Zone District. Future development is subject to objective requirements for setbacks, building separation, open space, landscaping, in addition to the County’s Multiple Unit and Mixed-Use Housing Objective Design Standards to the extent that they can be applied in compliance with the Housing Accountability Act, State Density Bonus Law, and the Development Agreement itself.

Subsection 35.32.030.A – Allowed Density Bonuses, Bonus Determination. Pursuant to LUDC Subsection 35.32.030.A, the County may choose to grant a density bonus greater than provided in the provisions of Government Code Sections 65915 through 65918 or successor statute (State Density Bonus Law) for a development that exceeds the requirements of state law.

Consistent. As discussed in Section 6.2 of this staff report, base density for the site is calculated at 34 units, and State bonus density for a 100 percent affordable project is calculated at 28 units. The Developer is requesting an additional density bonus of 37 units in compliance with the above subsection and pursuant to the terms of the Development Agreement.

The proposed project exceeds the affordability requirements of State Density Bonus Law (SDBL), therefore, approval of the additional 37 units is consistent with this LUDC Subsection. SDBL allows for an 80 percent density bonus when all units in the development are for lower income households except that up to 20 percent of the units in the development may be for moderate-income households. The future project allowed by the Development Agreement will not include any units for moderate-income households.

Subsection 35.86.020.A – Development Agreements, Qualification as an Applicant. Pursuant to LUDC Subsection 35.86.020.A, only a person who has legal or equitable interest in the real property that is the subject of a proposed Development Agreement, or their authorized agent may apply to the County for the approval of a Development Agreement.

Consistent. The Developer for the Development Agreement is also the property owner, Affordable Housing Land Consultants, LLC.

Subsection 35.86.040.A – Development Agreements, Commission recommendation. Pursuant to LUDC Subsection 35.86.040.A, after a hearing, the Commission shall make its recommendation in writing to the Board. The recommendation shall include the Commission’s findings and determination, and reasons for the determination, as to whether the Development Agreement proposed (1) is consistent with the objectives, policies, general land uses, and programs specified in the Comprehensive Plan and any applicable Specific Plan; (2) provides that any tentative map which is included in the Development Agreement will comply with Government Code Section 66473.7 regarding water supply; (3) contains provisions for periodic review pursuant to Government Code Section 65854.1; and (4) complies with Government Code Section 65865.2 in that the Development Agreement includes the items that shall be specified.

Consistent. These elements are the required findings for approval for a Development Agreement and an analysis of compliance is included in Attachment A to this staff report, incorporated herein by reference. In summary, 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. As a part of the Development Agreement, the County grants a 37-unit additional density bonus as discussed above.

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, 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 or the use and at the density set forth in the Development Agreement.

6.4 Development Impact Mitigation Fees

Development Impact Mitigation Fees will be assessed when an entitlement application for Development is received. The Development Agreement does include the following language dictating future fees:

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: ...(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...

If the Development Agreement is effectuated, fee requirements applicable at the time of effectuation will apply to future development, provided that the Development Agreement is not terminated in accordance with its provisions.

6.0 APPEALS PROCEDURE

A Development Agreement is automatically forwarded to the Board of Supervisors for final action, therefore the Planning Commission's decision is not appealable.

ATTACHMENTS

- A. Findings
- B. Notice of Exemption
- C. Development Agreement
- D. Development Agreement Resolution and Ordinance
- E. Conceptual Project Plans and Renderings
- F. Trip Generation Memorandum

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 B – NOTICE OF EXEMPTION

TO: Santa Barbara County Clerk of the Board of Supervisors

FROM: Planning & Development Department

The project or activity identified below is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970, as defined in the State and County Guidelines for the implementation of CEQA.

APN: 107-240-040 **Case No.:** 23ORD-00004

Location: 1331 E. Foster Rd., Santa Maria, CA 93455

Project Title: Key Site H Development Agreement and Additional Density Bonus

Project Applicant: Affordable Housing Land Consultants, LLC

Contact: Matt Ramos

Project Description: The Developer proposes a Development Agreement (Attachment C) for a future maximum 99-unit Multi-Family Affordable Housing Project (inclusive of State and Local Density Bonuses).

The Development Agreement specifies the following requirements for the proposed project, which shall be subject to subsequent approvals as set forth in the agreement:

- 97 units shall be affordable units available for rent, with the two remaining units reserved for manager use. The Developer 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 Development Agreement for a minimum period of 55 years.
- The Developer is 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 in accordance with LUDC Chapter 35.33.
- The height of the future project will be no more than a typical 2- or 3- story standard design, with no more than 2 stories shall be permitted along Foster Rd. Pursuant to LUDC Subsection 35.23.060.D.2.a, a 40-foot height limit from existing grade applies, though the LUDC also contains some height exceptions for architectural features and equipment pursuant to Subsection 35.30.090.D. The applicant may also request a waiver or concession in accordance with State Density Bonus Law 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.
- On the westerly portion of the site directly adjacent to the homes along Hilltop Road, 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.
- No parking shall be permitted along the portion of the Project Site fronting Foster Road.
- The Project may utilize compact parking stalls to serve residential uses.
- The Developer is not 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 along the eastern property line 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.
- The Developer is not 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.
- The Developer is not 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 interior noise standards set by the County of Santa Barbara Comprehensive Plan.

The Developer has submitted Exhibit B (Example Project Plans Implementing Development Agreement Provisions) to the Development Agreement, which includes the development provisions described above and is incorporated herein by reference.

Name of Public Agency Approving Project: County of Santa Barbara

Name of Person or Entity Carrying Out Project: Affordable Housing Land Consultants, LLC

Contact: Matt Ramos

Exempt Status:

- Ministerial
- Statutory Exemption
- Categorical Exemption
- Emergency Project
- Declared Emergency

Cite specific CEQA and/or CEQA Guidelines Section: Public Resource Code Section 21159.23, Low Income Housing/CEQA Guidelines Section 15194, Affordable Housing Exemption

Reasons to support exemption findings: The proposed 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.

Pursuant to CEQA Guidelines Section 15194, Affordable Housing Exemption, CEQA does not apply to any development project that meets the following criteria:

(a) The project meets the threshold criteria set forth in section 15192.

Consistent. The Development Agreement is consistent with the threshold criteria set forth in CEQA Guidelines Section 15192. As discussed in Sections 6.2 and 6.3 of the staff report dated December 14, 2023, and incorporated herein by reference, the project is consistent with applicable Comprehensive Plan requirements, including those in the Orcutt Community Plan (OCP), as well as the Land Use and Development Plan (LUDC) (15192(a)). Community-level environmental review has been certified in the form of the OCP EIR (15192(b)). As discussed in Sections 6.2 and 6.4 of the staff report dated December 14, 2023, and incorporated herein by reference, future development on the site can be adequately served by existing utilities and the Developer has committed to pay all applicable development fees as defined in the Development Agreement (15192(c)).

The site of the project is already developed with a school and is surrounded by residential development/Highway 101. The site complies with standards set forth in CEQA Guidelines Section 15192(d) because the project:

- does not contain wetlands.
- does not have any value as a qualifying ecological community for conservation/protection of species.
- does not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.) or by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code.
- does not cause the destruction or removal of any species protected by a local ordinance in effect at the time the application for the project was deemed complete.

The development is not located on a site that is a hazardous waste site listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code. The subject parcel is not on the Cortese List (Section 65962.5 of the Government Code) or the

Department of Toxic Substances Control components of that list (Section 25356 of the Health and Safety Code), and the EnviroStor program shows that there are no hazardous waste sites within 1000 feet of the subject parcel. (15192(e)). The site was subjected to a preliminary endangerment assessment prepared by a registered environmental assessor to determine the existence of any release of a hazardous substance on the site and to determine the potential for exposure of future occupants to significant health hazards from any nearby property or activity (15192(f)). The Developer provided a preliminary screening by a qualified US Environmental Protection Agency (EPA)/ American Society for Testing and Materials (ASTM) Environmental Professional to evaluate potential environmental risk related to past known on-site and/or adjacent offsite usage, and identify current or past regulatory issues at the subject property. The review and records search concludes that there are no potential environmental conditions on the subject property and that the potential for listed sites to adversely impact the subject site is “very low to nil.”

The Development Agreement and anticipated future buildout of 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), will not have a significant effect on historical resources as there are no known cultural resources on the site, and the site does not contain known historical resources or structures older than fifty years (15192(g)).

The site is not subject to wildland fire hazard (15192(h)). The site is not located within a high or very high fire hazard severity zone. In the maps adopted by the Department of Forestry and Fire Protection, the site is not classified as being in any fire hazard severity zone. According to the review and records search of hazardous materials mentioned above, the project site does not have an unusually high risk of fire or explosion from materials stored or used on nearby properties (15192(i)), and the site does not present a risk of a public health exposure at a level that would exceed the standards established by any state or federal agency (15192(j)).

The site is not located within a delineated earthquake fault zone or seismic hazard zone as determined by the State Geologist in any official maps published by the State Geologist (15192(k)). The State Geologist (Chief of the California Geological Survey) is required by the A-P Act to delineate Earthquake Fault Zones (EFZ) along known Holocene-active faults in California. According to the California Geological Survey’s online viewer of official regulatory EFZs (Earthquake Zones of Required Investigation) the site is not located within a delineated EFZ.

Staff reviewed maps in the Orcutt Community Plan, the Environmental Resource Management Plan, and the FEMA Flood Map Service Center. The site does not present a landslide hazard, flood plain, flood way, or restriction zone (15192(l)).

The site is not located on developed open space (15192(m)) or within the boundaries of a state conservancy (15192(n)).

The site will accommodate future development of 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). The project has not been divided into smaller projects to qualify for one or more of the exemptions set forth in sections 15193 to 15195 (15192(o)).

(b) The project meets the following size criteria: the project site is not more than five acres in area.

Consistent. The site is 4.15 acres in area.

(c) The project meets both of the following requirements regarding location:

(1) The project meets one of the following location requirements relating to population density:

(C) The project is located within either an incorporated city or a census defined place with a population density of at least 1,000 persons per square mile and there is no reasonable possibility that the project would have a significant effect on the environment or the residents of the project due to unusual circumstances or due to the related or cumulative impacts of reasonably foreseeable projects in the vicinity of the project.

Consistent. Orcutt is a census defined place with a population density of approximately 2,700 persons per square mile. There is no reasonable possibility that the project as set forth in the Development Agreement would have a significant effect on the environment or the residents of the project due to unusual circumstances or due to the related or cumulative impacts of reasonably foreseeable projects in the vicinity of the project because the provisions of the Development Agreement are limited in scope to an additional density bonus of 37 units consistent with the LUDC, and relatively minor components, such as expanded setback requirements, additional height limitations along Foster Road, trail improvements, sound wall requirements based on a third-party analysis, and requirements for an existing utility pole; development in accordance with the provisions of the Development Agreement has been analyzed herein. As discussed above, a site analysis has been completed to review potential for geologic hazards, hazardous waste impacts, biological resource impacts, flood impacts, historical resource impacts, or fire hazards. As discussed in the staff report dated December 14, 2023, and incorporated herein by reference, the Developer provided a Trip Generation

Memorandum dated November 14, 2023 (Attachment F). The study documents that a future 99-unit project will not result in fifty new peak hour trips (net) as compared with the existing land use and the entitled land use; therefore, the future 99-unit project will not warrant a traffic study. As compared with the existing site conditions (school use), a future 99-unit project would generate 11 more trips than the existing site during the AM peak hour, and 6 more trips than the existing site during the PM peak hour. As compared with the approved 61-unit unit project (Case No. 21ZCI-00000-00232; school remains), a future 99-unit project will result in 19 fewer trips than what is allowed under the existing entitlement during the AM peak hour, and 23 fewer trips during the PM peak hour. Therefore, the project will not have a significant effect on the environment

Additionally, as discussed in the staff report dated December 14, 2023, and incorporated herein by reference, the site has been identified and zoned for residential development (including multi-family development) for over 25 years. The parcels surrounding the subject property are already developed with single-family homes, condominiums, and apartments. The nearest site identified in the County's Housing Sites Inventory is approximately a mile away. The subject property is an infill site, and there is not opportunity for related or cumulative impacts of reasonably foreseeable projects in the vicinity of the project.

As discussed herein, the subject property has been studied for hazards, and there are not unusual circumstances related to the Development Agreement or its provisions that would have a significant effect on the environment or the future residents of the site.

(2) The project meets one of the following site-specific location requirements:

(A) The project site has been previously developed for qualified urban uses

Consistent. "Qualified urban use" means any residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses. The site is currently developed with a residence and school, therefore the site has been previously developed for qualified urban uses.

(d) The project meets both of the following requirements regarding provision of affordable housing.

(1) The project consists of the construction, conversion, or use of residential housing consisting of 100 or fewer units that are affordable to low-income households.

Consistent. 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) would include a maximum of 99 units.

Of those 99 units, 97 would be rental units affordable to low-income households and two units would be reserved for managers of the housing development.

(2) The developer of the project provides sufficient legal commitments to the appropriate local agency to ensure the continued availability and use of the housing units for lower income households for a period of at least 30 years, at monthly housing costs deemed to be “affordable rent” for lower income, very low income, and extremely low income households, as determined pursuant to Section 50053 of the Health and Safety Code.

Consistent. The Development Agreement requires that the units remain affordable to low income persons as defined by Section 50079.5 of the Health and Safety Code for a minimum period of 55 years.

Lead Agency Contact Person: Shannon Reese

Phone #: (805) 934-6261

Department/Division Representative: _____

Date: _____

Acceptance Date: _____

Distribution: Hearing Support Staff

Date Filed by County Clerk: _____

ATTACHMENT C – 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**

DATE	12/14/23
DRAWN BY	JG
PROJECT #	AMG23-04

PACIFIC WEST ARCHITECTURE

THIS DRAWING CONTAINS INFORMATION WHICH IS THE PROPERTY OF PACIFIC WEST ARCHITECTURE. UNAUTHORIZED REUSE OR DUPLICATION OF THESE DRAWINGS IS STRICTLY PROHIBITED. ANY REUSE OR DUPLICATION WITHOUT THE EXPRESS WRITTEN CONSENT OF PACIFIC WEST ARCHITECTURE IS NOT TO BE USED FOR CONSTRUCTION UNTIL IT IS REVIEWED BY THE ARCHITECT.

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 EAGLE, ID 83616
 (208) 461-0022

ARCHITECT
 PACIFIC WEST ARCHITECTURE
 DOUGLAS GIBSON, CALIFORNIA ARCHITECT C29792
 430 E. STATE STREET, SUITE 100
 EAGLE, IDAHO 83616
 (208)-461-0022 X3021

ACCESSIBILITY

	# OF UNITS	PERCENTAGE
ADAPTABLE TYPE B (ALL GRND FLR. UNITS REQ.)	34	34.00%
ACCESSIBLE TYPE A UNITS (50% TOTAL)	50	50.00%
SENSORY IMPAIRED UNITS (10% TOTAL)	10	10.00%

SANTA MARIA, FOSTER

UNIT MIX SUMMARY

	CONDITIONED SQ. FOOTAGES
(15) STUDIO UNITS	(15) x 400 S.F. = 6,000 S.F.
(33) 1-BEDROOM UNITS	(33) x 608 S.F. = 20,064 S.F.
(24) 2-BEDROOM UNITS	(24) x 805 S.F. = 19,320 S.F.
(27) 3-BEDROOM UNITS	(27) x 1094 S.F. = 29,538 S.F.
(89) UNITS TOTAL	74,922 S.F.

SHARED AMENITIES

(1) COMMUNITY AREA / KITCHEN	1,588 S.F.
(3) LAUNDRY FACILITY	948 S.F.
(4) SHARED AMENITIES	2,536 S.F.
TOTAL	77,458 S.F.

FIRE SPRINKLER

AUTOMATIC FULLY SPRINKLERED SYSTEM WITH CENTRAL CALL STATION, OFF-SITE MONITORING AND FPO'S AT EXTERIOR ACCESSIBLE FIRE SPRINKLER CLOSETS.

SITE SIZE

PARCEL: 180,774 S.F. ± (4.15 ACRES ±)
 26.02 UNITS PER ACRE (99 TOTAL UNITS)

SITE COVERAGE

	SQ. FT.	PERCENTAGE
BUILDING FOOTPRINT (BLDG A-1)	11,890 S.F.	6.57%
BUILDING FOOTPRINT (BLDG A-2)	16,473 S.F.	9.12%
BUILDING FOOTPRINT (BLDG B-1)	5,148 S.F.	2.85%
BUILDING FOOTPRINT (BLDG B-2)	6,572 S.F.	3.63%
ON-SITE ASPHALT CONCRETE PAVING	41,692 S.F.	23.06%
SITE AMENITIES (PERGOLA, TOT-LOT)	3,452 S.F.	1.91%
CONCRETE PATIOS, WALKS & PADS	18,168 S.F.	10.05%
COMMON OPEN SPACE (30% REQ'D)	77,379 S.F.	42.80%
TOTAL AREA	180,774 S.F.	100.00%

NOTE: ALL NUMBERS PROVIDED ARE ESTIMATED FOR SITE COVERAGE

PARKING AND UNIT SUMMARY

COUNTY OF SANTA BARBARA LAND USE & DEVELOPMENT CODE:

RESIDENTS:

75 SPACES PER DWELLING UNIT:	
STUDIO UNITS	.75 x 15 = 11.25
1-BEDROOM UNITS	.75 x 33 = 24.75
2-BEDROOM UNITS	.75 x 24 = 18.00
3-BEDROOM UNITS	1.5 x 27 = 40.50
TOTAL	(99) UNITS 95 STALLS

VISITORS PARKING:

.75 X 99 DWELLING UNITS =	19.8
TOTAL	20 STALLS

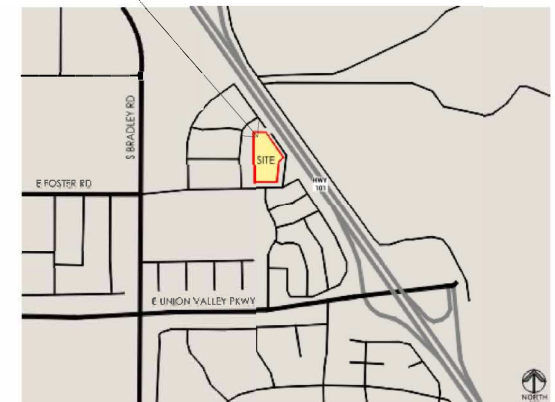
EV PARKING SPACES:

1 SPACE PER EVERY 7 UNITS:	99 / 7 = 14 EV SPACES
TOTAL	14 EV SPACES

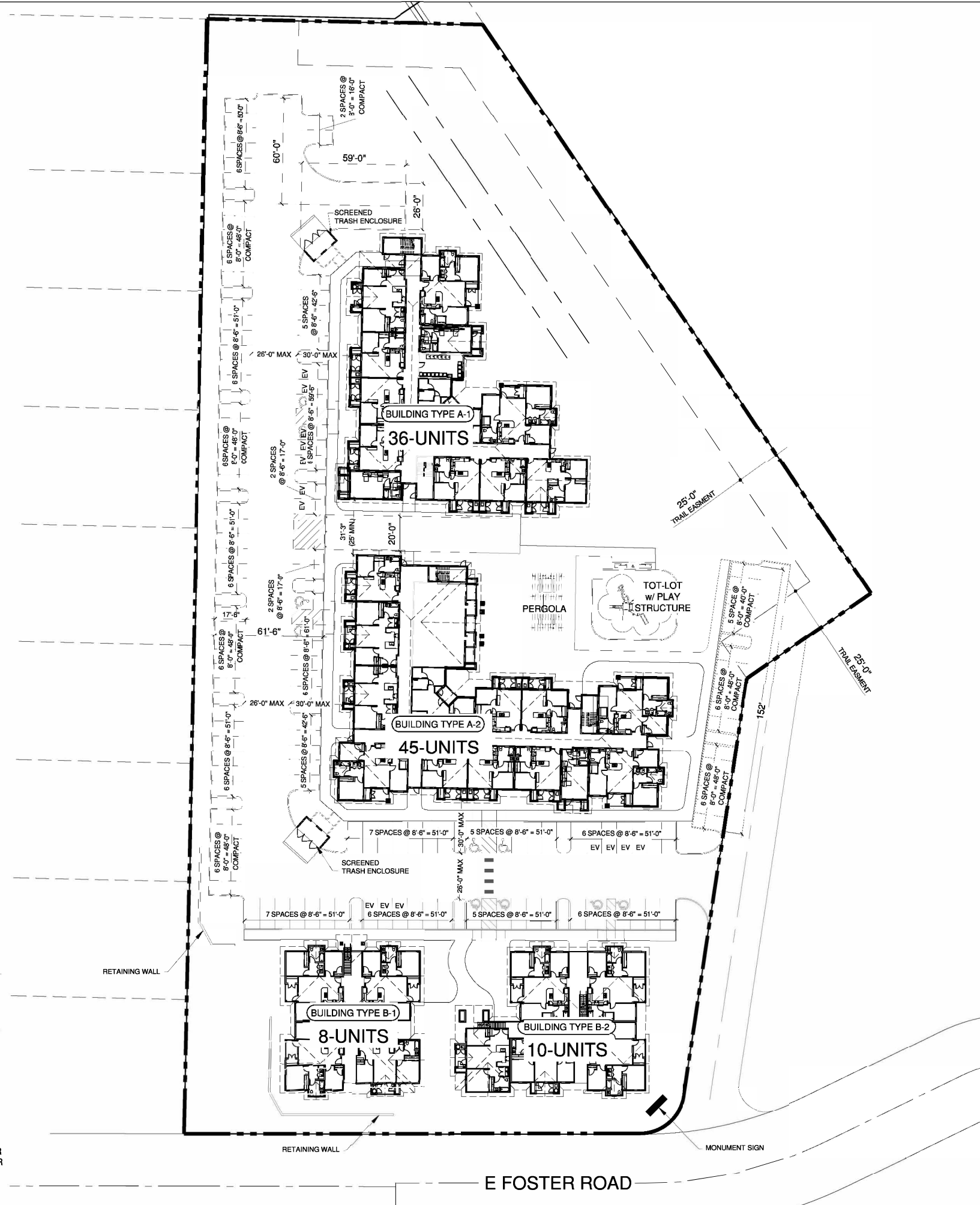
TOTAL PARKING SPACES REQUIRED: 115 SPACES REQUIRED

PARKING SUMMARY: 135 SPACES PROVIDED (INCLUDING 41 COMPACT SPACES PROVIDED) (INCLUDING 10 ACCESSIBLE SPACES)

PROJECT SITE



VICINITY MAP
 N.T.S.



SITE PLAN
 SCALE: 1" = 30'-0"

SITE DEVELOPMENT AMENITIES TO INCLUDE

1. QUALITY OF LIFE: COMMUNITY CENTER
2. OPEN SPACE: OVER 50,000 S.F. OPEN LAWN AREA
3. RECREATION: TOT LOT w/ PLAYGROUND EQUIPMENT
4. OPEN PERGOLA WITH PICNIC TABLES
5. ALL RESIDENTIAL UNITS HAVE PRIVATE PATIOS AT 1ST FLOOR AND PRIVATE DECKS AT UPPER FLOOR UNITS

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SANTA MARIA

PROJECT

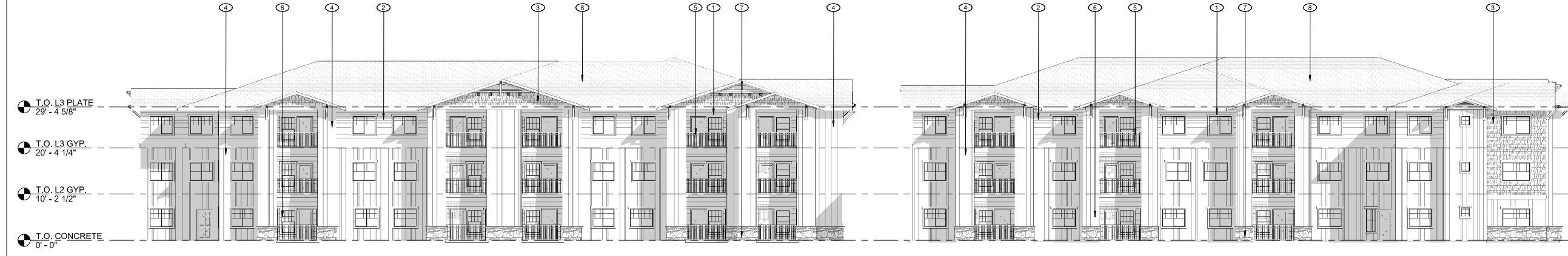
EAST FOSTER ROAD

SANTA MARIA, CA

A1.1



① EAST ELEVATION - BLDG. TYPE A
3/32" = 1'-0"



② WEST ELEVATION - BLDG. TYPE A
3/32" = 1'-0"



③ NORTH ELEVATION - BLDG. TYPE A
3/32" = 1'-0"

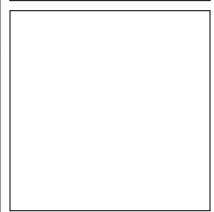


④ SOUTH ELEVATION - BLDG. TYPE A
3/32" = 1'-0"

KEY NOTES	
1.	TRIM BOARDS AND BELLY BANDS.
2.	6" HORIZONTAL SIDING.
3.	SHAKE SIDING.
4.	BOARD & 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.

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SANTA MARIA
EAST FOSTER ROAD
SANTA MARIA, CA

A4.2
EXTERIOR ELEVATIONS - BLDG. TYPE A



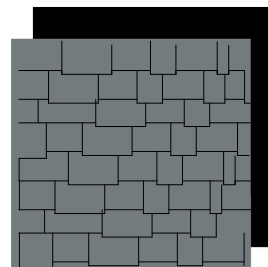
2 EAST ELEVATION - BLDG. TYPE A
3/32" = 1'-0"



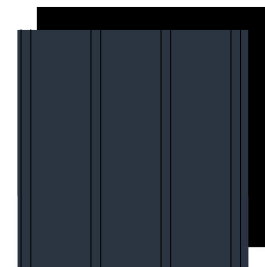
A TRIM BOARDS AND BELLY BANDS, COLOR TO MATCH SHERWIN WILLIAMS "EXTRA WHITE" 7006



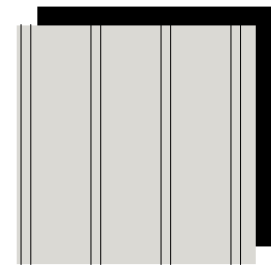
B 6" HORIZONTAL SIDING, COLOR TO MATCH SHERWIN WILLIAMS "CLASSIC FRENCH GRAY" 0077



C SHAKE SIDING, COLOR TO MATCH SHERWIN WILLIAMS "FOGGY DAY" 6235



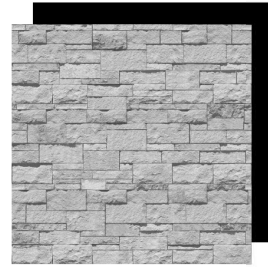
D BOARD & BATTEN SIDING, PATIO POP OUTS, COLOR TO MATCH SHERWIN WILLIAMS "ANCHORS AWEIGH" 9179



E BOARD & BATTEN SIDING, COLOR TO MATCH SHERWIN WILLIAMS "FIRST STAR" 7646



F DOOR PANELS SHERWIN WILLIAMS "CYBERSPACE" 7076



G MASONRY TO MATCH ELDORADO STONE CUT COURSE STONE "CANNONADE"



H ASPHALT ROOFING TO MATCH PABCO PREMIER "WEATHEREDWOOD"

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SANTA MARIA

EAST FOSTER ROAD SANTA MARIA, CA

A4.3

COLOR BOARD - BLDG. TYPE A

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PROJECT
SANTA MARIA
EAST FOSTER ROAD
SANTA MARIA, CA

A4.4
EXTERIOR COLOR ELEVATIONS - BLDG. TYPE A Copy 1



1 EAST ELEVATION - BLDG. TYPE A Copy 1
3/32" = 1'-0"



2 WEST ELEVATION - BLDG. TYPE A Copy 1
3/32" = 1'-0"



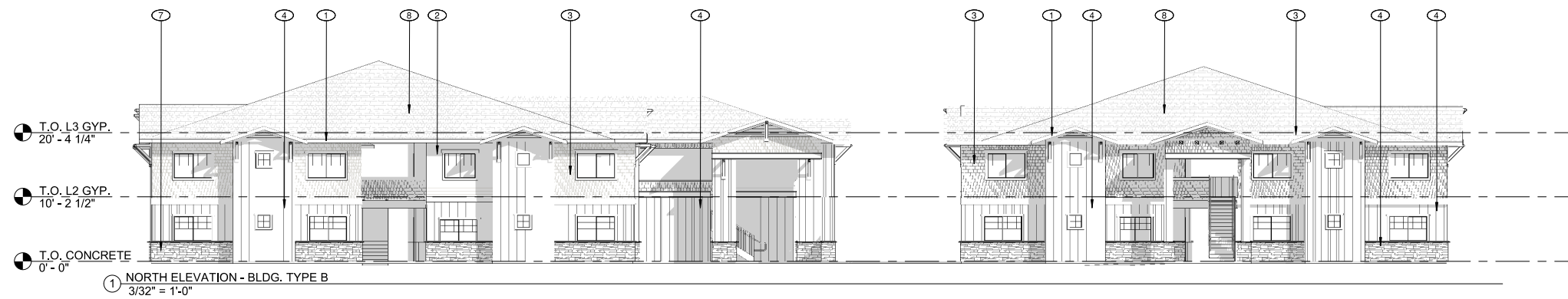
3 NORTH ELEVATION - BLDG. TYPE A Copy 1
3/32" = 1'-0"



4 SOUTH ELEVATION - BLDG. TYPE A Copy 1
3/32" = 1'-0"

- KEY NOTES**
- TRIM BOARDS AND BELLY BANDS.
 - 6" HORIZONTAL SIDING.
 - SHAKE SIDING.
 - BOARD & BATTEN SIDING.
 - HANDRAILS.
 - EXTERIOR DOOR - SEE FLOOR PLANS, DOOR SCHEDULE, AND SPECIFICATIONS. PAINT AS NOTED.
 - CULTURED STONE.
 - 20 YEAR TYPE 'A' COMPOSITE SHINGLE.

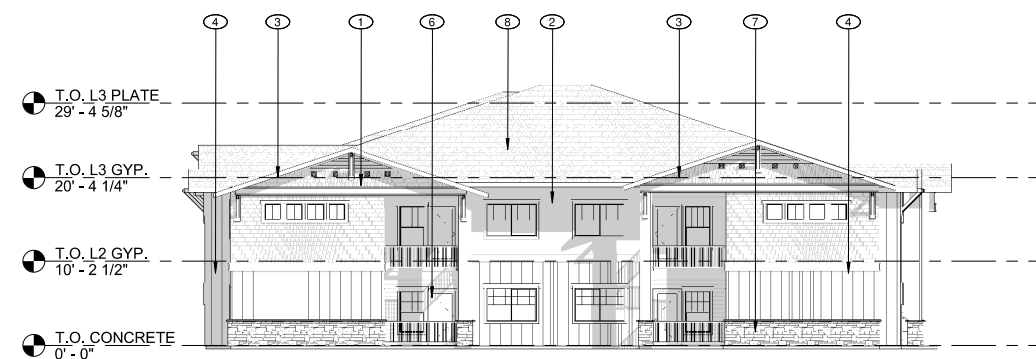
- MATERIAL FINISHES: [-] →**
- A. SHERWIN WILLIAMS SW 7006 "EXTRA WHITE" OR EQUAL
 - B. SHERWIN WILLIAMS SW 0077 "CLASSIC FRENCH GRAY" OR EQUAL
 - C. SHERWIN WILLIAMS SW 6235 "FOGGY DAY" OR EQUAL
 - D. SHERWIN WILLIAMS SW 9179 "ANCHORS AWEIGH" OR EQUAL
 - E. SHERWIN WILLIAMS SW 7646 "FIRST STAR" OR EQUAL
 - F. SHERWIN WILLIAMS SW 7078 "CYBERSPACE" OR EQUAL
 - G. ELDORADO STONE CUT COURSE STONE "CANNONADE" OR EQUAL
 - H. PABCO PREMIER "WEATHEREDWOOD" OR EQUAL



1 NORTH ELEVATION - BLDG. TYPE B
3/32" = 1'-0"

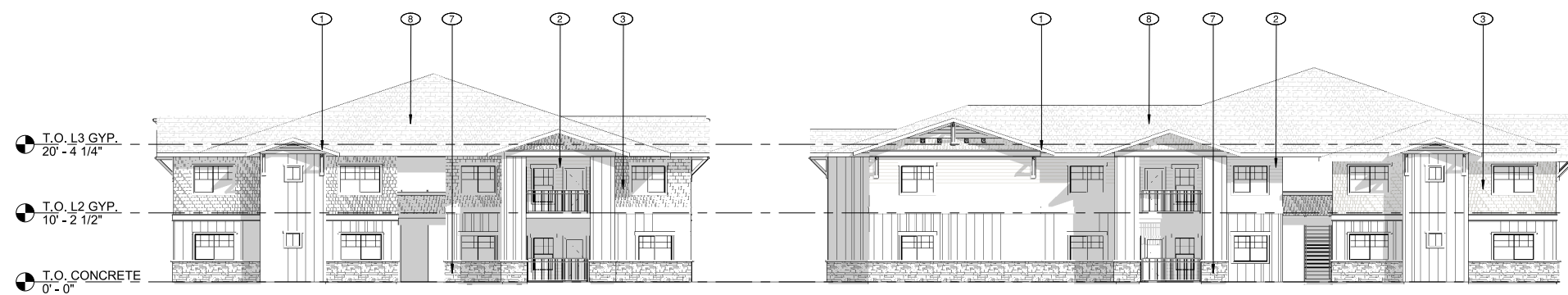


3 WEST ELEVATION - BLDG. TYPE B
3/32" = 1'-0"



2 EAST ELEVATION - BLDG. TYPE B1
3/32" = 1'-0"

KEY NOTES	
1.	TRIM BOARDS AND BELLY BANDS.
2.	6" HORIZONTAL SIDING.
3.	SHAKE SIDING.
4.	BOARD & 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.



4 SOUTH ELEVATION - BLDG. TYPE B
3/32" = 1'-0"

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SANTA MARIA

EAST FOSTER ROAD
SANTA MARIA, CA

A5.2

EXTERIOR ELEVATIONS - BLDG. TYPE B

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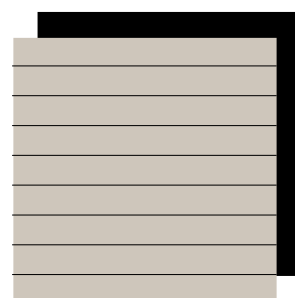
AMG23-04



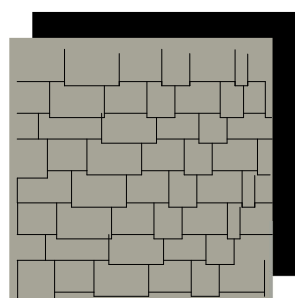
② NORTH ELEVATION - BLDG TYPE B
 1/8" = 1'-0"



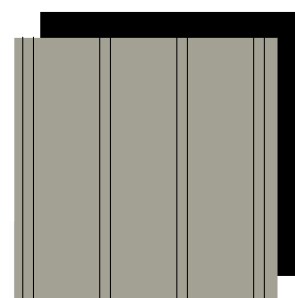
A TRIM BOARDS AND BELLY BANDS, COLOR TO MATCH SHERWIN WILLIAMS "EXTRA WHITE" 7006



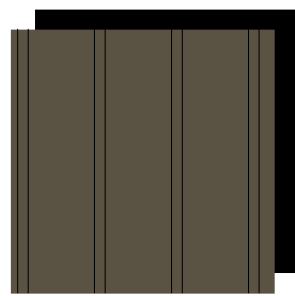
B 6" HORIZONTAL SIDING, COLOR TO MATCH SHERWIN WILLIAMS "WORLDLY GRAY" 7043



C SHAKE SIDING, COLOR TO MATCH SHERWIN WILLIAMS "DOWNING STONE" 2821



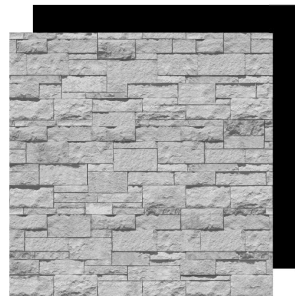
D BOARD & BATTEN SIDING PATIO POP OUTS, COLOR TO MATCH SHERWIN WILLIAMS "DOWNING STONE" 2821



E BOARD & BATTEN SIDING COLOR TO MATCH SHERWIN WILLIAMS "MUDDLED BASIL" 7745



F DOOR PANELS SHERWIN WILLIAMS "CYBERSPACE" 7076



G MASONRY TO MATCH ELDORADO STONE CUT COURSE STONE "CANNONADE"



H ASPHALT ROOFING TO MATCH PABCO PREMIER "WEATHEREDWOOD"

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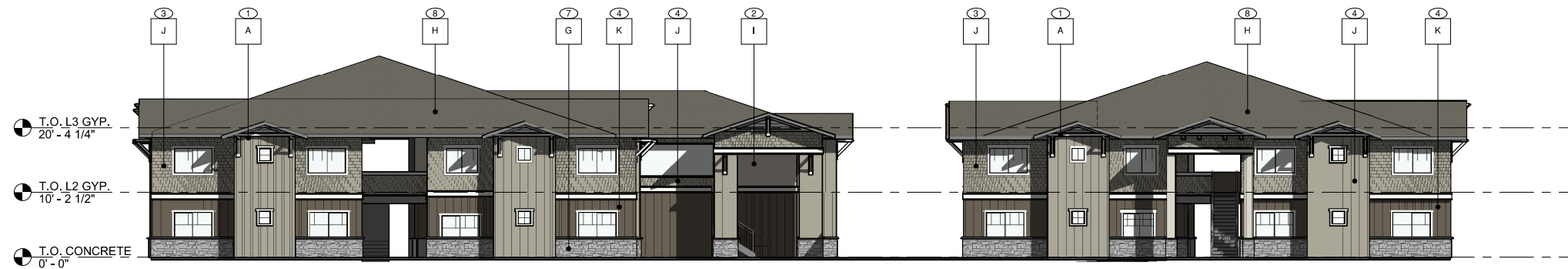
SANTA MARIA

SANTA MARIA, CA

EAST FOSTER ROAD

A5.3

COLOR BOARD - BLDG. TYPE B



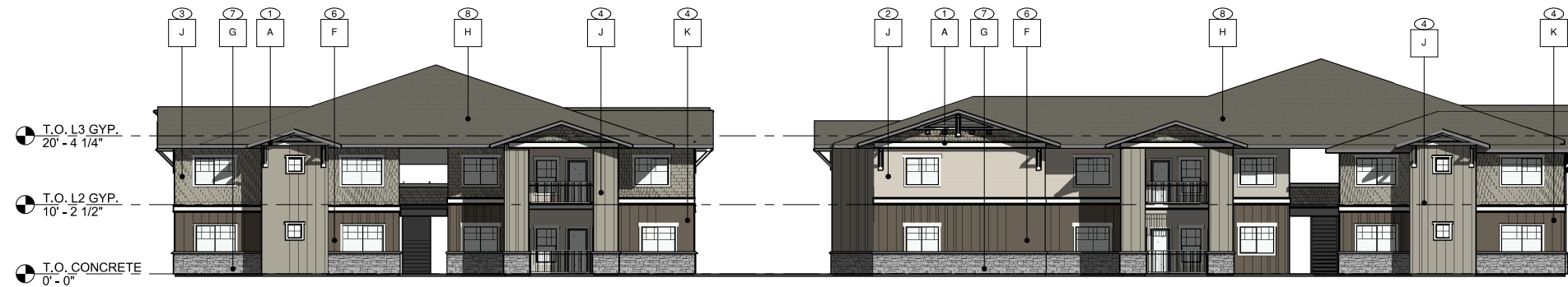
① NORTH ELEVATION - BLDG. TYPE B
3/32" = 1'-0"



② EAST ELEVATION - BLDG. TYPE B1
3/32" = 1'-0"



③ WEST ELEVATION - BLDG. TYPE B
3/32" = 1'-0"



④ SOUTH ELEVATION - BLDG. TYPE B
3/32" = 1'-0"

- KEY NOTES** ☺ →
- TRIM BOARDS AND BELLY BANDS.
 - 6" HORIZONTAL SIDING.
 - SHAKE SIDING.
 - BOARD & BATTEN SIDING.
 - HANDRAILS.
 - EXTERIOR DOOR, SEE FLOOR PLANS, DOOR SCHEDULE, AND SPECIFICATIONS, PAINT AS NOTED.
 - CULTURED STONE.
 - 20 YEAR TYPE 'A' COMPOSITE SHINGLE.

- MATERIAL FINISHES:** ☺ →
- SHERWIN WILLIAMS SW 7006 "EXTRA WHITE" OR EQUAL
 - SHERWIN WILLIAMS SW 0077 "CLASSIC FRENCH GRAY" OR EQUAL
 - SHERWIN WILLIAMS SW 6235 "FOGGY DAY" OR EQUAL
 - SHERWIN WILLIAMS SW 9179 "ANCHORS AWEIGH" OR EQUAL
 - SHERWIN WILLIAMS SW 7846 "FIRST STAR" OR EQUAL
 - SHERWIN WILLIAMS SW 7078 "CYBERSPACE" OR EQUAL
 - ELDORADO STONE CUT COURSE STONE "CANNONADE" OR EQUAL
 - PABCO PREMIER "WEATHEREDWOOD" OR EQUAL
 - SHERWIN WILLIAMS SW 7006 "WORLDLY GRAY" OR EQUAL
 - SHERWIN WILLIAMS SW 2821 "DOWNING STONE" OR EQUAL
 - SHERWIN WILLIAMS SW 7745 "MUDDLED BASIL" OR EQUAL

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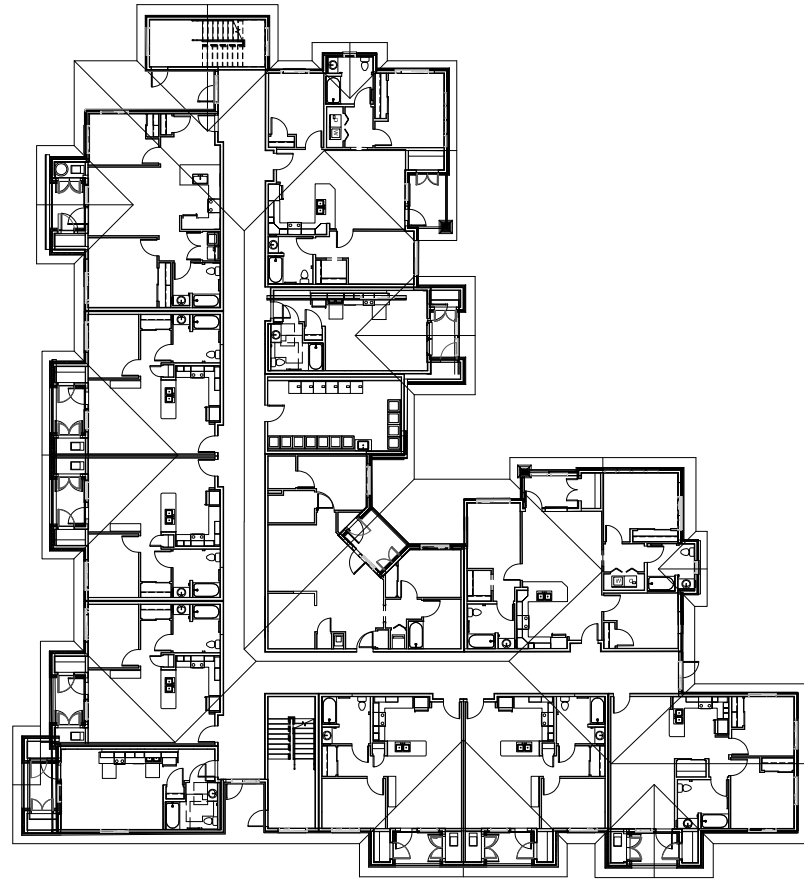
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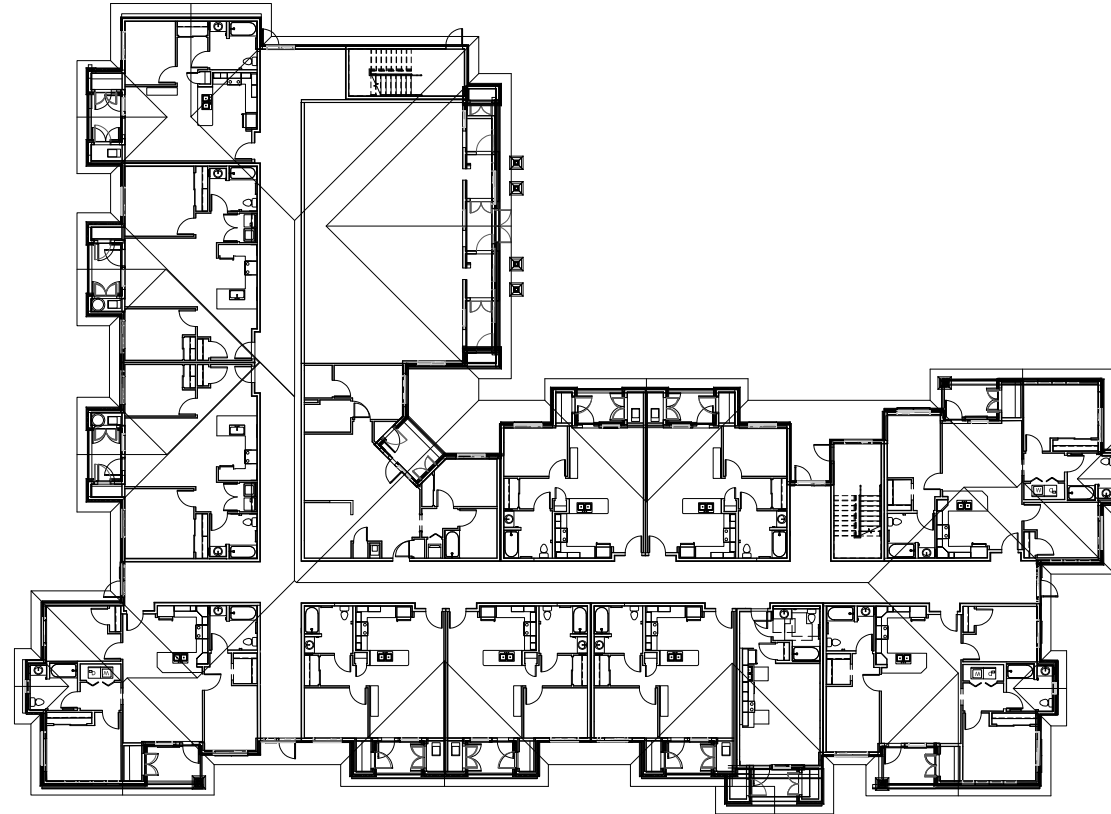
PROJECT
SANTA MARIA
EAST FOSTER ROAD
SANTA MARIA, CA

A5.4
EXTERIOR ELEVATIONS - BLDG. TYPE B
Copy 1



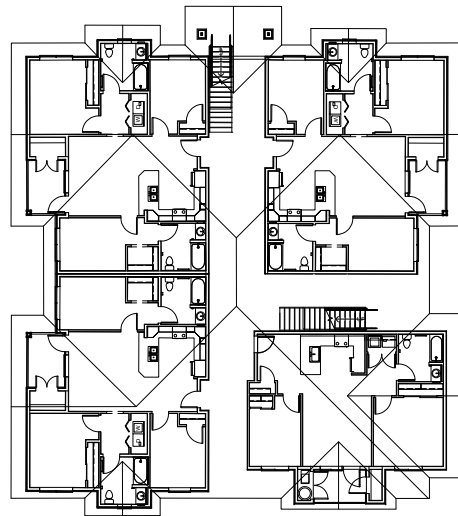
BUILDING TYPE A-1
TOTAL: 35,670 SF

MAIN FLOOR	11,890 SF
SECOND FLOOR	11,890 SF
THIRD FLOOR	11,890 SF



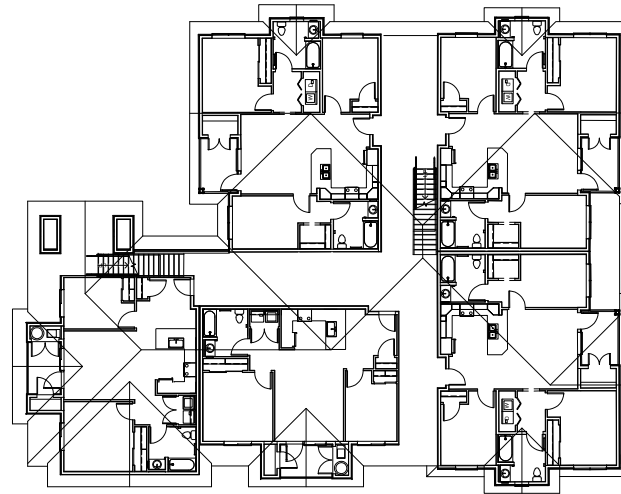
BUILDING TYPE A-2
TOTAL: 49,419 SF

MAIN FLOOR	16,473 SF
SECOND FLOOR	16,473 SF
THIRD FLOOR	16,473 SF



BUILDING TYPE B-1
TOTAL: 10,296 SF

MAIN FLOOR	5,148 SF
SECOND FLOOR	5,148 SF

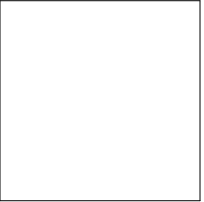


BUILDING TYPE B-2
TOTAL: 13,144 SF

MAIN FLOOR	6,572 SF
SECOND FLOOR	6,572 SF

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PROJECT

SANTA MARIA

EAST FOSTER ROAD SANTA MARIA, CA

_A6.1

TYP. BLDG. FLOOR PLANS

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.

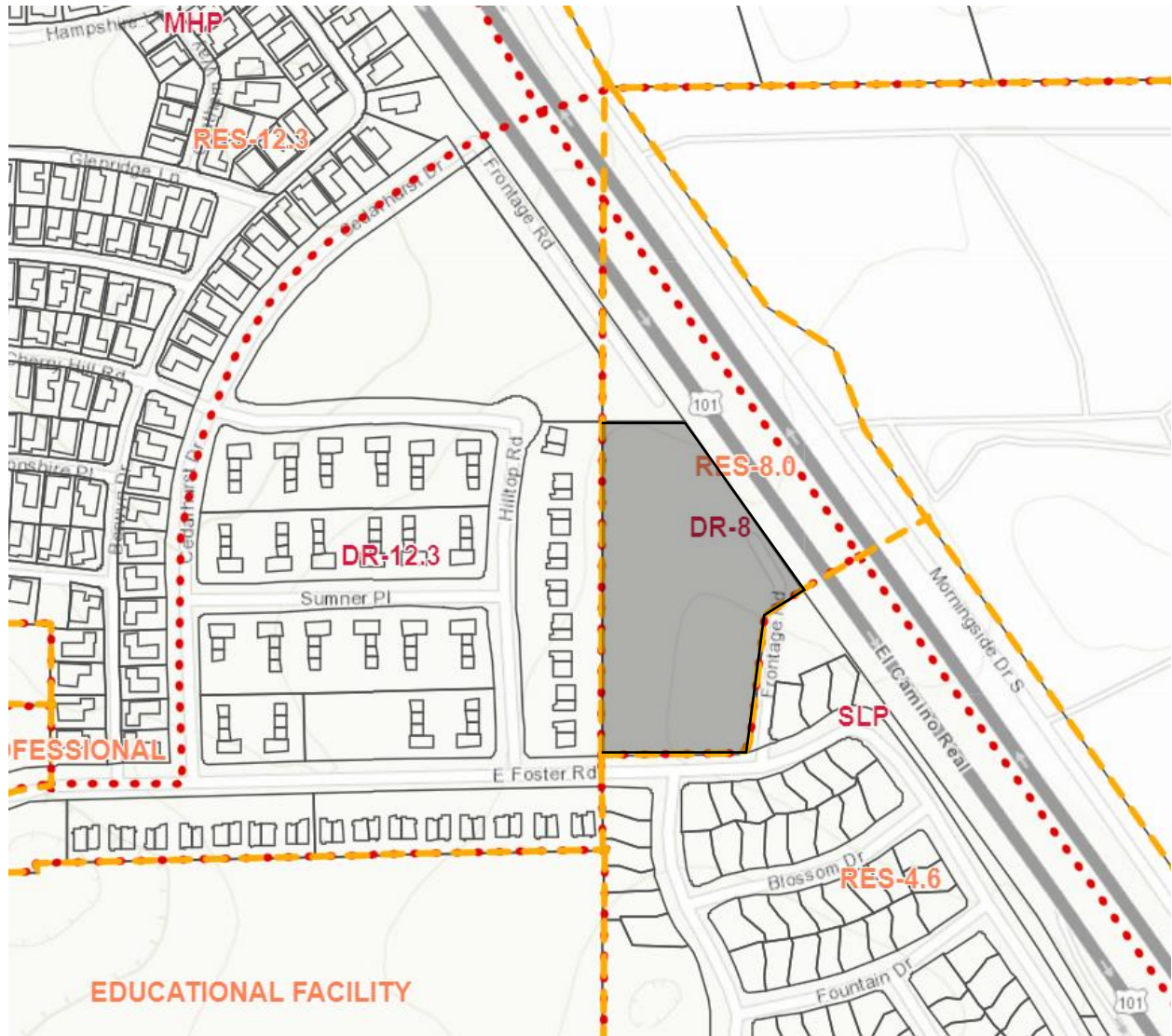
COUNTY OF SANTA BARBARA

By: _____

Name: _____

Title: _____

Exhibit D: Zoning Designation Graphic



Zoned DR-8
Designated RES-8.0

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- ____

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 _____, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

VINCENT MARTINEZ, Chair
Santa Barbara County Planning Commission

ATTEST:

JEFF WILSON
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**

DATE	12/14/23
DRAWN BY	JG
PROJECT #	AMG23-04

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 AMG & ASSOCIATES, LLC
 430 E. STATE STREET, SUITE 100
 EAGLE, ID 83616
 (208) 461-0022

ARCHITECT
 PACIFIC WEST ARCHITECTURE
 DOUGLAS GIBSON, CALIFORNIA ARCHITECT C29792
 430 E. STATE STREET, SUITE 100
 EAGLE, IDAHO 83616
 (208)-461-0022 X3021

ACCESSIBILITY

	# OF UNITS	PERCENTAGE
ADAPTABLE TYPE B (ALL GRND FLR. UNITS REQ.)	34	34.00%
ACCESSIBLE TYPE A UNITS (50% TOTAL)	50	50.00%
SENSORY IMPAIRED UNITS (10% TOTAL)	10	10.00%

SANTA MARIA, FOSTER

UNIT MIX SUMMARY

	CONDITIONED SQ. FOOTAGES
(15) STUDIO UNITS	(15) x 400 S.F. = 6,000 S.F.
(33) 1-BEDROOM UNITS	(33) x 608 S.F. = 20,064 S.F.
(24) 2-BEDROOM UNITS	(24) x 805 S.F. = 19,320 S.F.
(27) 3-BEDROOM UNITS	(27) x 1094 S.F. = 29,538 S.F.
(89) UNITS TOTAL	74,922 S.F.

SHARED AMENITIES

(1) COMMUNITY AREA / KITCHEN	1,588 S.F.
(3) LAUNDRY FACILITY	948 S.F.
(4) SHARED AMENITIES	2,536 S.F.
TOTAL	77,458 S.F.

FIRE SPRINKLER

AUTOMATIC FULLY SPRINKLERED SYSTEM WITH CENTRAL CALL STATION, OFF-SITE MONITORING AND FPO'S AT EXTERIOR ACCESSIBLE FIRE SPRINKLER CLOSETS.

SITE SIZE

PARCEL: 180,774 S.F. ± (4.15 ACRES ±)
 26.02 UNITS PER ACRE (99 TOTAL UNITS)

SITE COVERAGE

	SQ. FT.	PERCENTAGE
BUILDING FOOTPRINT (BLDG A-1)	11,890 S.F.	6.57%
BUILDING FOOTPRINT (BLDG A-2)	16,473 S.F.	9.12%
BUILDING FOOTPRINT (BLDG B-1)	5,148 S.F.	2.85%
BUILDING FOOTPRINT (BLDG B-2)	6,572 S.F.	3.63%
ON-SITE ASPHALT CONCRETE PAVING	41,692 S.F.	23.06%
SITE AMENITIES (PERGOLA, TOT-LOT)	3,452 S.F.	1.91%
CONCRETE PATIOS, WALKS & PADS	18,168 S.F.	10.05%
COMMON OPEN SPACE (30% REQ'D)	77,379 S.F.	42.80%
TOTAL AREA	180,774 S.F.	100.00%

NOTE: ALL NUMBERS PROVIDED ARE ESTIMATED FOR SITE COVERAGE

PARKING AND UNIT SUMMARY

COUNTY OF SANTA BARBARA LAND USE & DEVELOPMENT CODE:

RESIDENTS:

75 SPACES PER DWELLING UNIT:	
STUDIO UNITS	.75 x 15 = 11.25
1-BEDROOM UNITS	.75 x 33 = 24.75
2-BEDROOM UNITS	.75 x 24 = 18.00
3-BEDROOM UNITS	1.5 x 27 = 40.50
TOTAL	(99) UNITS 95 STALLS

VISITORS PARKING:

.75 X 99 DWELLING UNITS =	19.8
TOTAL	20 STALLS

EV PARKING SPACES:

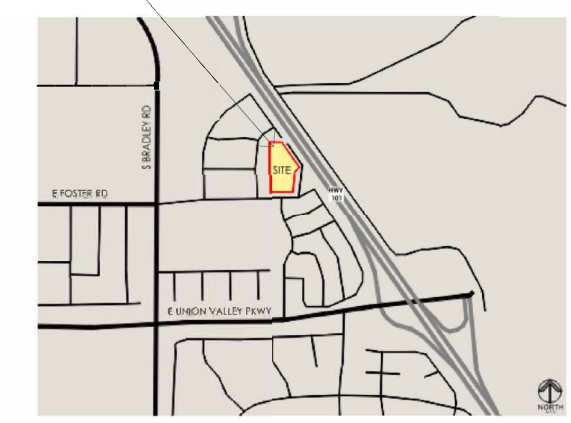
1 SPACE PER EVERY 7 UNITS:	99 / 7 = 14 EV SPACES
TOTAL	14 EV SPACES

TOTAL PARKING SPACES REQUIRED: 115 SPACES REQUIRED

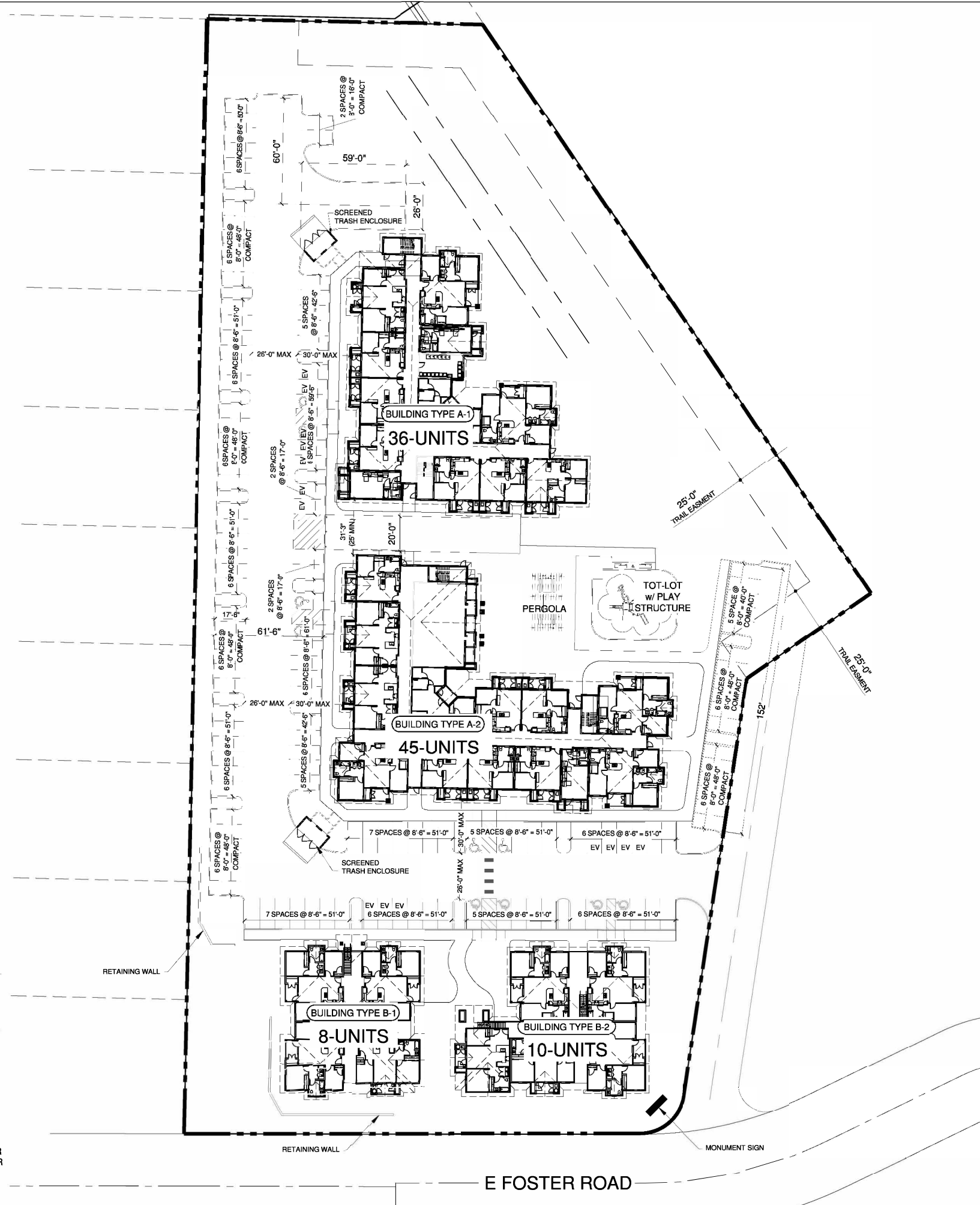
PARKING SUMMARY:

135 SPACES PROVIDED
 (INCLUDING 41 COMPACT SPACES PROVIDED)
 (INCLUDING 10 ACCESSIBLE SPACES)

PROJECT SITE



VICINITY MAP
 N.T.S.



SITE PLAN
 SCALE: 1" = 30'-0"

- SITE DEVELOPMENT AMENITIES TO INCLUDE**
1. QUALITY OF LIFE: COMMUNITY CENTER
 2. OPEN SPACE: OVER 50,000 S.F. OPEN LAWN AREA
 3. RECREATION: TOT LOT w/ PLAYGROUND EQUIPMENT
 4. OPEN PERGOLA WITH PICNIC TABLES
 5. ALL RESIDENTIAL UNITS HAVE PRIVATE PATIOS AT 1ST FLOOR AND PRIVATE DECKS AT UPPER FLOOR UNITS

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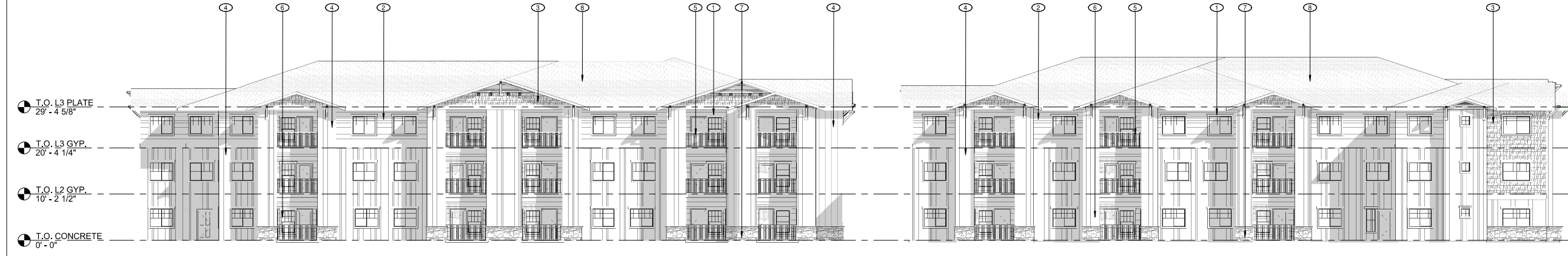
ALASKA - ARIZONA - CALIFORNIA - COLORADO - HAWAII - IDAHO - IOWA - KANSAS - LOUISIANA - MONTANA - NEVADA - NEW MEXICO - NORTH DAKOTA - OREGON - SOUTH DAKOTA - U.S.V.I. - UTAH - WASHINGTON - WYOMING

PROJECT
SANTA MARIA
 EAST FOSTER ROAD
 SANTA MARIA, CA

A1.1



1 EAST ELEVATION - BLDG. TYPE A
3/32" = 1'-0"



2 WEST ELEVATION - BLDG. TYPE A
3/32" = 1'-0"



3 NORTH ELEVATION - BLDG. TYPE A
3/32" = 1'-0"



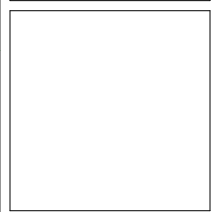
4 SOUTH ELEVATION - BLDG. TYPE A
3/32" = 1'-0"

KEY NOTES	
1.	TRIM BOARDS AND BELLY BANDS.
2.	6" HORIZONTAL SIDING.
3.	SHAKE SIDING.
4.	BOARD & 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.

REVISIONS

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DRAWN BY JG
PROJECT # AMG23-04

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PROJECT
SANTA MARIA
EAST FOSTER ROAD
SANTA MARIA, CA

A4.2
EXTERIOR ELEVATIONS - BLDG. TYPE A



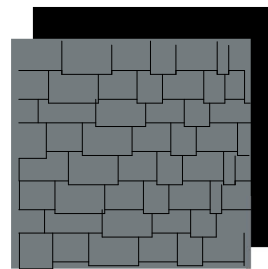
2 EAST ELEVATION - BLDG. TYPE A
3/32" = 1'-0"



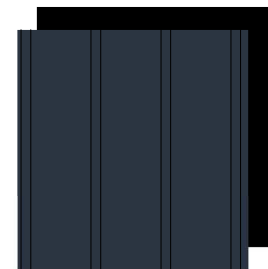
A TRIM BOARDS AND BELLY BANDS, COLOR TO MATCH SHERWIN WILLIAMS "EXTRA WHITE" 7006



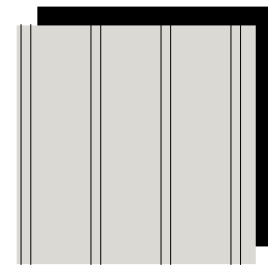
B 6" HORIZONTAL SIDING, COLOR TO MATCH SHERWIN WILLIAMS "CLASSIC FRENCH GRAY" 0077



C SHAKE SIDING, COLOR TO MATCH SHERWIN WILLIAMS "FOGGY DAY" 6235



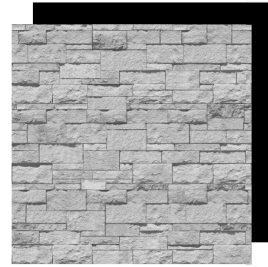
D BOARD & BATTEN SIDING, PATIO POP OUTS, COLOR TO MATCH SHERWIN WILLIAMS "ANCHORS AWEIGH" 9179



E BOARD & BATTEN SIDING, COLOR TO MATCH SHERWIN WILLIAMS "FIRST STAR" 7646



F DOOR PANELS, SHERWIN WILLIAMS "CYBERSPACE" 7076



G MASONRY TO MATCH ELDORADO STONE CUT COURSE STONE "CANNONADE"



H ASPHALT ROOFING TO MATCH PABCO PREMIER "WEATHEREDWOOD"

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PROJECT
SANTA MARIA
EAST FOSTER ROAD
SANTA MARIA, CA

A4.3
COLOR BOARD - BLDG. TYPE A



1 EAST ELEVATION - BLDG. TYPE A Copy 1
3/32" = 1'-0"



2 WEST ELEVATION - BLDG. TYPE A Copy 1
3/32" = 1'-0"



3 NORTH ELEVATION - BLDG. TYPE A Copy 1
3/32" = 1'-0"



4 SOUTH ELEVATION - BLDG. TYPE A Copy 1
3/32" = 1'-0"

- KEY NOTES** ↻
- TRIM BOARDS AND BELLY BANDS.
 - 6" HORIZONTAL SIDING.
 - SHAKE SIDING.
 - BOARD & BATTEN SIDING.
 - HANDRAILS.
 - EXTERIOR DOOR, SEE FLOOR PLANS, DOOR SCHEDULE, AND SPECIFICATIONS. PAINT AS NOTED.
 - CULTURED STONE.
 - 20 YEAR TYPE 'A' COMPOSITE SHINGLE.

- MATERIAL FINISHES:** [-] →
- A. SHERWIN WILLIAMS SW 7006 "EXTRA WHITE" OR EQUAL
 - B. SHERWIN WILLIAMS SW 0077 "CLASSIC FRENCH GRAY" OR EQUAL
 - C. SHERWIN WILLIAMS SW 6235 "FOGGY DAY" OR EQUAL
 - D. SHERWIN WILLIAMS SW 9179 "ANCHORS AWEIGH!" OR EQUAL
 - E. SHERWIN WILLIAMS SW 7646 "FIRST STAR" OR EQUAL
 - F. SHERWIN WILLIAMS SW 7078 "CYBERSPACE" OR EQUAL
 - G. ELDORADO STONE CUT COURSE STONE "CANNONADE" OR EQUAL
 - H. PABCO PREMIER "WEATHEREDWOOD" OR EQUAL

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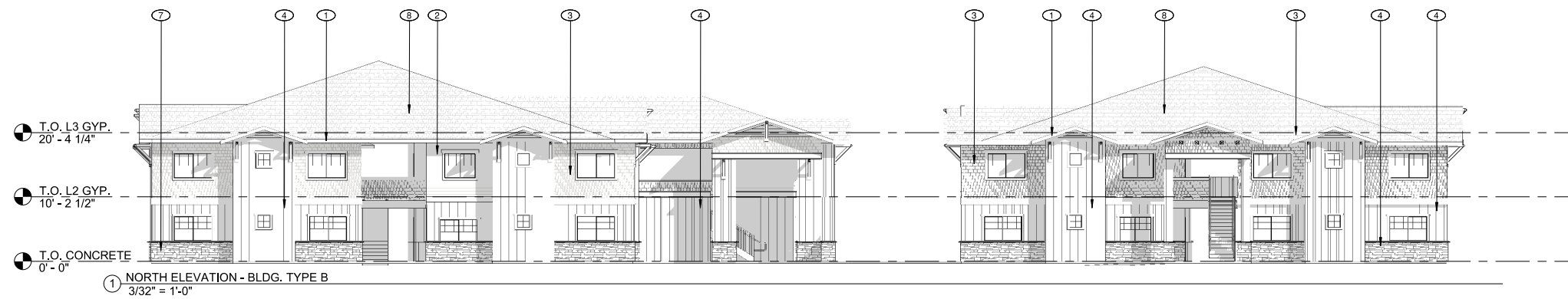
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PROJECT
SANTA MARIA
EAST FOSTER ROAD
SANTA MARIA, CA

A4.4
EXTERIOR COLOR ELEVATIONS - BLDG. TYPE A Copy 1



① NORTH ELEVATION - BLDG. TYPE B
3/32" = 1'-0"

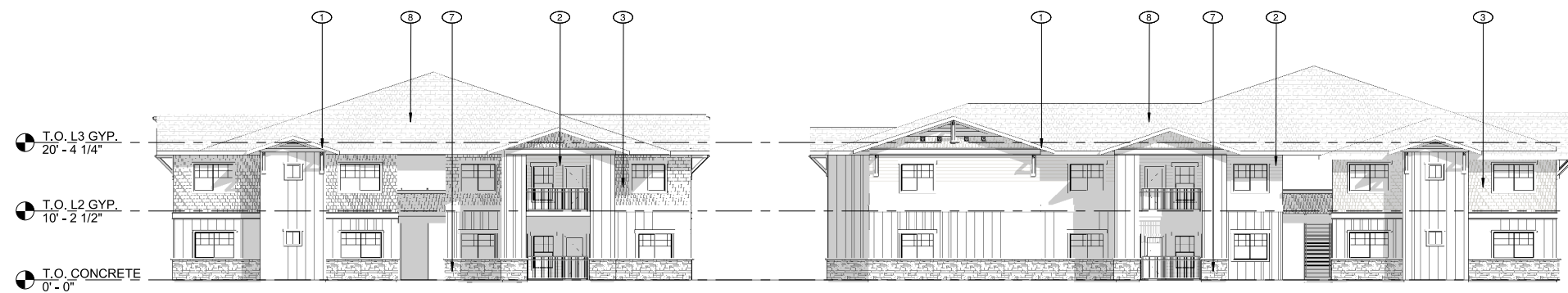


③ WEST ELEVATION - BLDG. TYPE B
3/32" = 1'-0"



② EAST ELEVATION - BLDG. TYPE B1
3/32" = 1'-0"

KEY NOTES	
1.	TRIM BOARDS AND BELLY BANDS.
2.	6" HORIZONTAL SIDING.
3.	SHAKE SIDING.
4.	BOARD & 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.



④ SOUTH ELEVATION - BLDG. TYPE B
3/32" = 1'-0"

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PROJECT
SANTA MARIA
EAST FOSTER ROAD
SANTA MARIA, CA

A5.2
EXTERIOR ELEVATIONS - BLDG. TYPE B

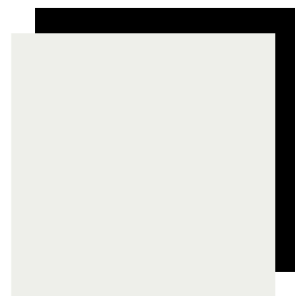
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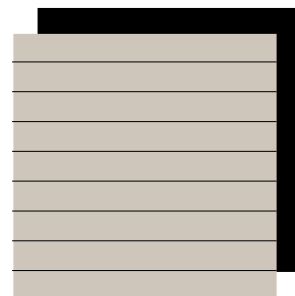
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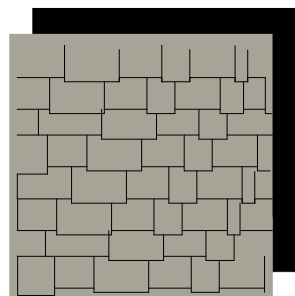
② NORTH ELEVATION - BLDG TYPE B
1/8" = 1'-0"



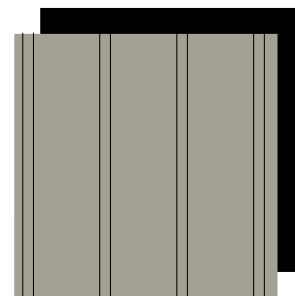
A TRIM BOARDS AND BELLY BANDS, COLOR TO MATCH SHERWIN WILLIAMS "EXTRA WHITE" 7006



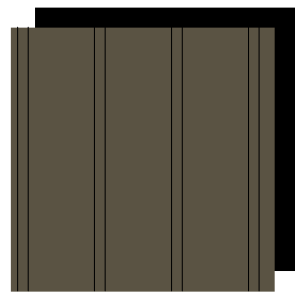
B 6" HORIZONTAL SIDING, COLOR TO MATCH SHERWIN WILLIAMS "WORLDLY GRAY" 7043



C SHAKE SIDING, COLOR TO MATCH SHERWIN WILLIAMS "DOWNING STONE" 2821



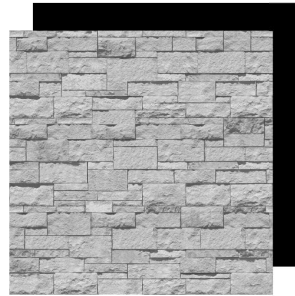
D BOARD & BATTEN SIDING PATIO POP OUTS, COLOR TO MATCH SHERWIN WILLIAMS "DOWNING STONE" 2821



E BOARD & BATTEN SIDING COLOR TO MATCH SHERWIN WILLIAMS "MUDDLED BASIL" 7745



F DOOR PANELS SHERWIN WILLIAMS "CYBERSPACE" 7076



G MASONRY TO MATCH ELDORADO STONE CUT COURSE STONE "CANNONADE"



H ASPHALT ROOFING TO MATCH PABCO PREMIER "WEATHEREDWOOD"

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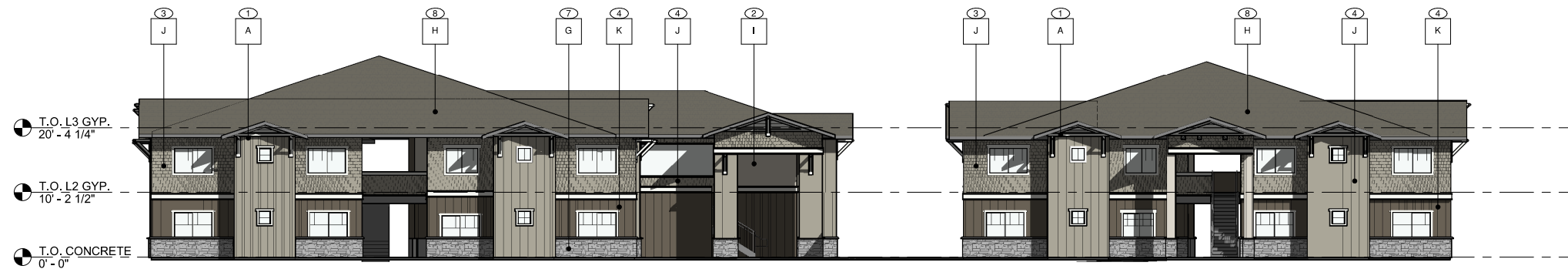
PROJECT

SANTA MARIA

EAST FOSTER ROAD SANTA MARIA, CA

A5.3

COLOR BOARD - BLDG. TYPE B



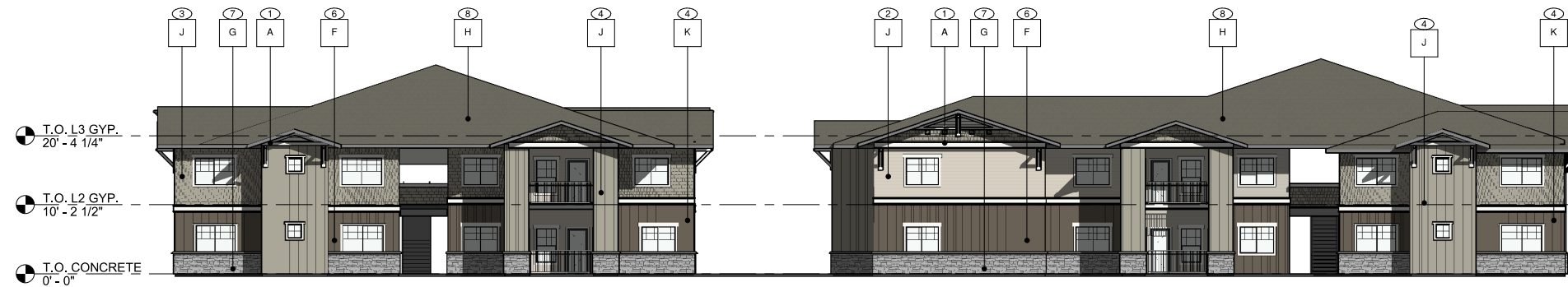
① NORTH ELEVATION - BLDG. TYPE B
3/32" = 1'-0"



② EAST ELEVATION - BLDG. TYPE B1
3/32" = 1'-0"



③ WEST ELEVATION - BLDG. TYPE B
3/32" = 1'-0"



④ SOUTH ELEVATION - BLDG. TYPE B
3/32" = 1'-0"

- KEY NOTES** ☺ →
- TRIM BOARDS AND BELLY BANDS.
 - 6" HORIZONTAL SIDING.
 - SHAKE SIDING.
 - BOARD & BATTEN SIDING.
 - HANDRAILS.
 - EXTERIOR DOOR, SEE FLOOR PLANS, DOOR SCHEDULE, AND SPECIFICATIONS, PAINT AS NOTED.
 - CULTURED STONE.
 - 20 YEAR TYPE 'A' COMPOSITE SHINGLE.

- MATERIAL FINISHES:** ☺ →
- SHERWIN WILLIAMS SW 7006 "EXTRA WHITE" OR EQUAL
 - SHERWIN WILLIAMS SW 0077 "CLASSIC FRENCH GRAY" OR EQUAL
 - SHERWIN WILLIAMS SW 6235 "FOGGY DAY" OR EQUAL
 - SHERWIN WILLIAMS SW 9179 "ANCHORS AWEIGH" OR EQUAL
 - SHERWIN WILLIAMS SW 7846 "FIRST STAR" OR EQUAL
 - SHERWIN WILLIAMS SW 7078 "CYBERSPACE" OR EQUAL
 - ELDORADO STONE CUT COURSE STONE "CANNONADE" OR EQUAL
 - PABCO PREMIER "WEATHEREDWOOD" OR EQUAL
 - SHERWIN WILLIAMS SW 7006 "WORLDLY GRAY" OR EQUAL
 - SHERWIN WILLIAMS SW 2821 "DOWNING STONE" OR EQUAL
 - SHERWIN WILLIAMS SW 7745 "MUDDLED BASIL" OR EQUAL

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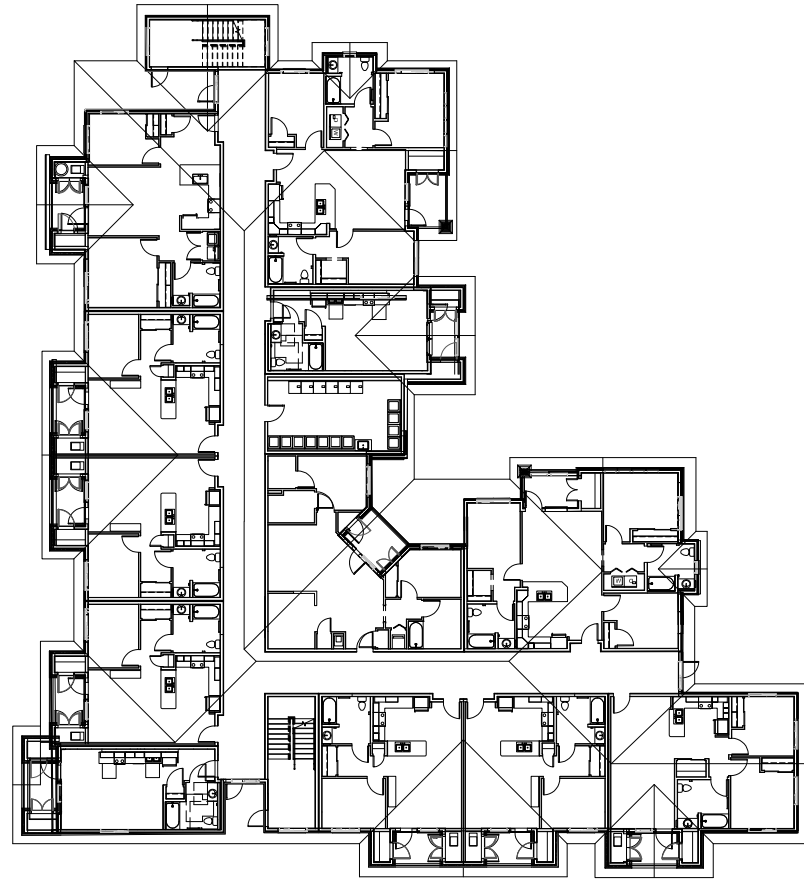
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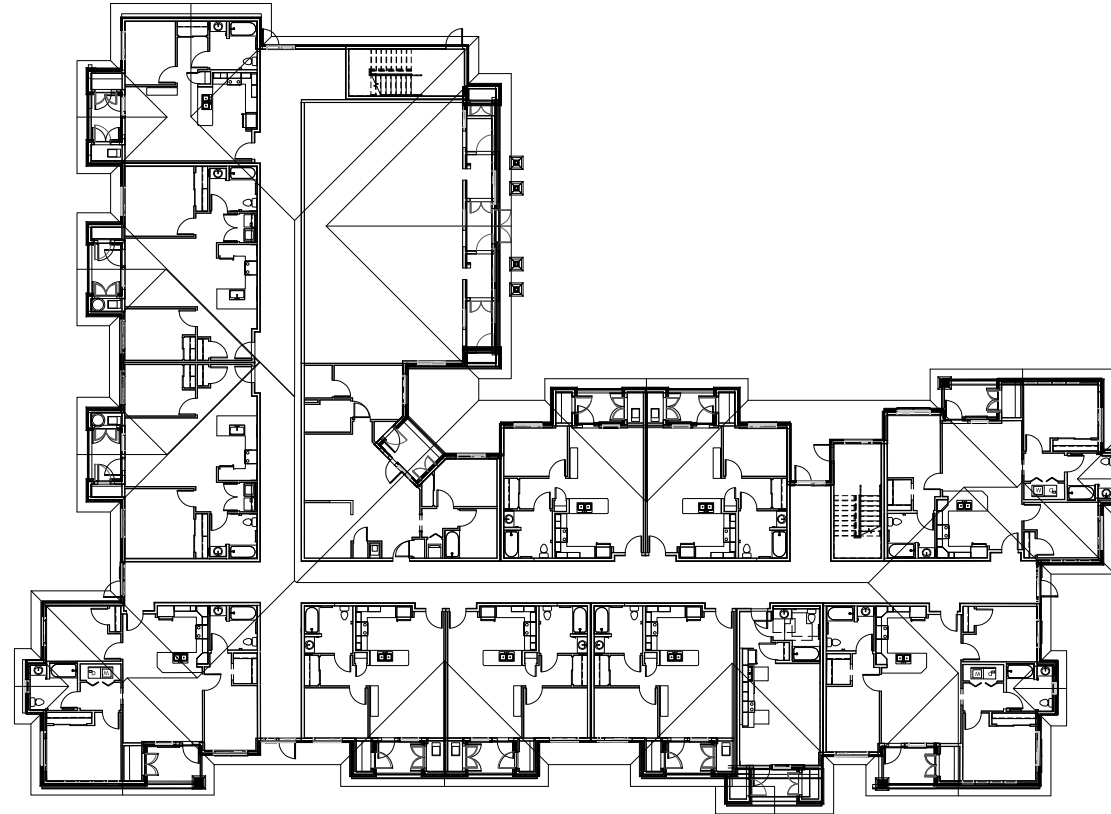
PROJECT
SANTA MARIA
EAST FOSTER ROAD
SANTA MARIA, CA

A5.4
EXTERIOR ELEVATIONS - BLDG. TYPE B
Copy 1



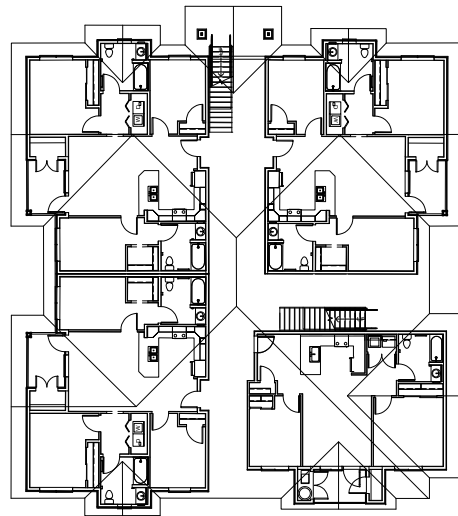
BUILDING TYPE A-1
TOTAL: 35,670 SF

MAIN FLOOR	11,890 SF
SECOND FLOOR	11,890 SF
THIRD FLOOR	11,890 SF



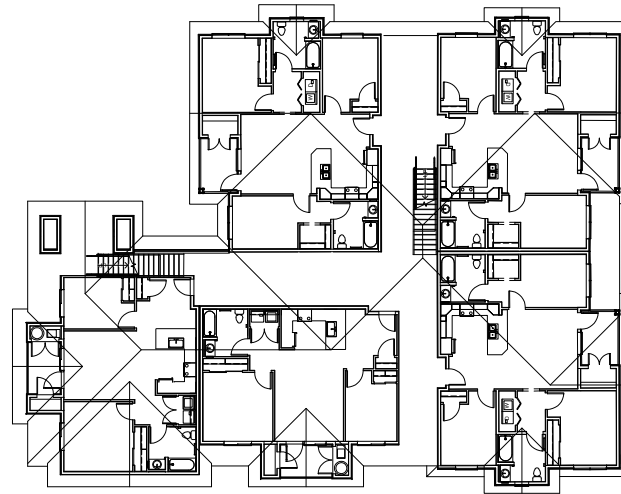
BUILDING TYPE A-2
TOTAL: 49,419 SF

MAIN FLOOR	16,473 SF
SECOND FLOOR	16,473 SF
THIRD FLOOR	16,473 SF



BUILDING TYPE B-1
TOTAL: 10,296 SF

MAIN FLOOR	5,148 SF
SECOND FLOOR	5,148 SF



BUILDING TYPE B-2
TOTAL: 13,144 SF

MAIN FLOOR	6,572 SF
SECOND FLOOR	6,572 SF

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PROJECT
SANTA MARIA
 EAST FOSTER ROAD
 SANTA MARIA, CA

_A6.1
 TYP. BLDG. FLOOR PLANS

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.

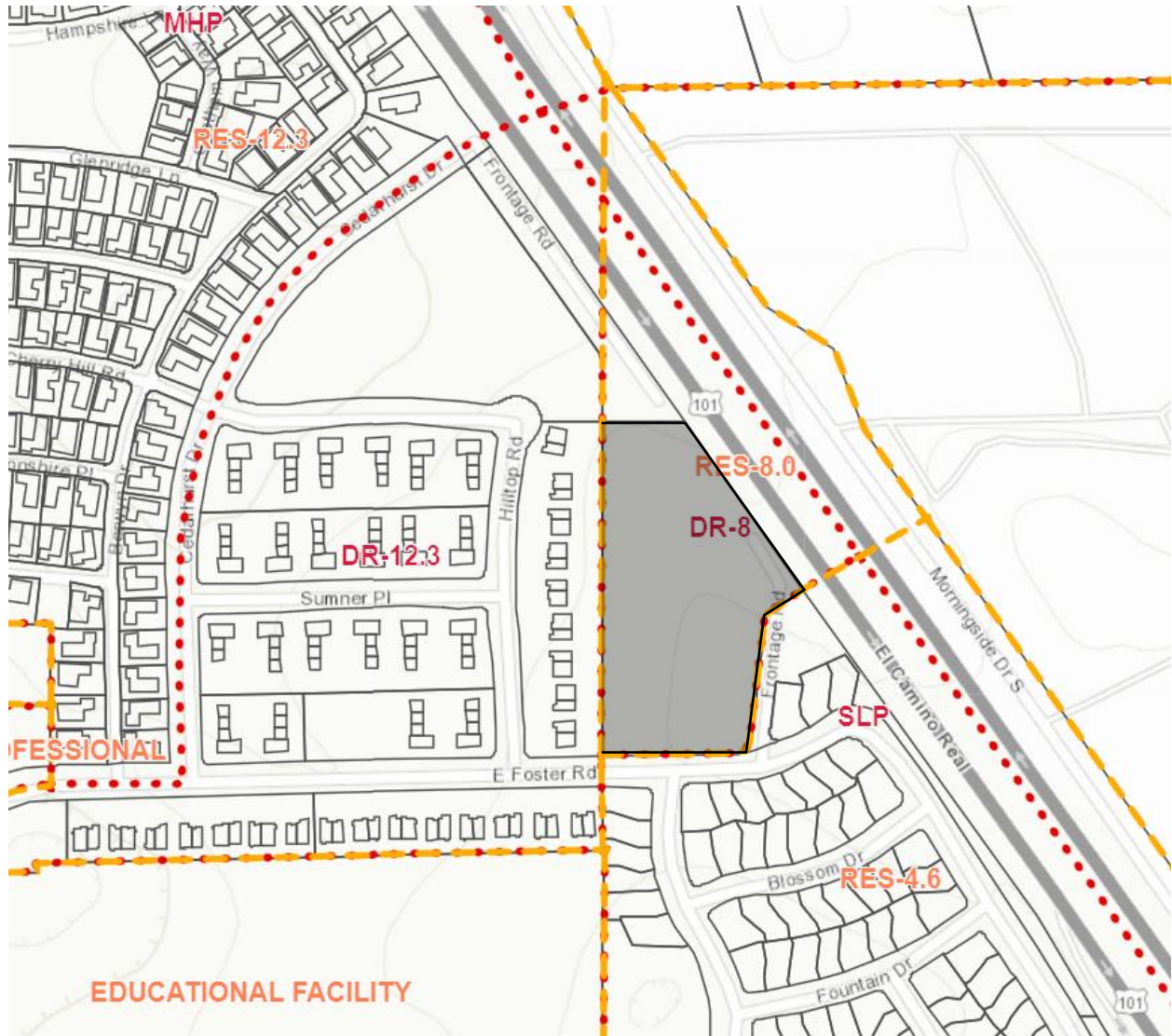
COUNTY OF SANTA BARBARA

By: _____

Name: _____

Title: _____

Exhibit D: Zoning Designation Graphic



Zoned DR-8
Designated RES-8.0

ATTACHMENT E - CONCEPTUAL PROJECT PLANS AND RENDERINGS

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PROJECT #	AMG23-04

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PROJECT

SANTA MARIA

SANTA MARIA, CA

EAST FOSTER ROAD

A1.1

APPLICANT
AMG & ASSOCIATES, LLC
430 E. STATE STREET, SUITE 100
EAGLE, ID 83616
(208) 461-0022

ARCHITECT
PACIFIC WEST ARCHITECTURE
DOUGLAS GIBSON, CALIFORNIA ARCHITECT C29792
430 E. STATE STREET, SUITE 100
EAGLE, IDAHO 83616
(208)-461-0022 X3021

ACCESSIBILITY

	# OF UNITS	PERCENTAGE
ADAPTABLE TYPE B (ALL GRND FLR. UNITS REQ.)	34	34.00%
ACCESSIBLE TYPE A UNITS (50% TOTAL)	50	50.00%
SENSORY IMPAIRED UNITS (10% TOTAL)	10	10.00%

SANTA MARIA, FOSTER

UNIT MIX SUMMARY

	CONDITIONED SQ. FOOTAGES
(15) STUDIO UNITS	(15) x 400 S.F. = 6,000 S.F.
(33) 1-BEDROOM UNITS	(33) x 608 S.F. = 20,064 S.F.
(24) 2-BEDROOM UNITS	(24) x 805 S.F. = 19,320 S.F.
(27) 3-BEDROOM UNITS	(27) x 1,094 S.F. = 29,538 S.F.
(99) UNITS TOTAL	74,922 S.F.

SHARED AMENITIES

(1) COMMUNITY AREA / KITCHEN	1,588 S.F.
(3) LAUNDRY FACILITY	948 S.F.
(4) SHARED AMENITIES	2,536 S.F.
TOTAL	77,458 S.F.

FIRE SPRINKLER

AUTOMATIC FULLY SPRINKLERED SYSTEM WITH CENTRAL CALL STATION, OFF-SITE MONITORING AND FPC'S AT EXTERIOR ACCESSIBLE FIRE SPRINKLER CLOSETS.

SITE SIZE

PARCEL: 180,774 S.F.± (4.15 ACRES±)
26.02 UNITS PER ACRE (99 TOTAL UNITS)

SITE COVERAGE

	SQ. FT.	PERCENTAGE
BUILDING FOOTPRINT (BLDG A-1)	11,890 S.F.	6.57%
BUILDING FOOTPRINT (BLDG A-2)	16,473 S.F.	9.12%
BUILDING FOOTPRINT (BLDG B-1)	5,148 S.F.	2.85%
BUILDING FOOTPRINT (BLDG B-2)	6,572 S.F.	3.63%
ON-SITE ASPHALT CONCRETE PAVING	41,692 S.F.	23.06%
SITE AMENITIES (PERGOLA, TOT-LOT)	3,452 S.F.	1.91%
CONCRETE PATIOS, WALKS & PADS	18,188 S.F.	10.05%
COMMON OPEN SPACE (30% REQ'D)	77,379 S.F.	42.80%
TOTAL AREA	180,774 S.F.	100.00%

NOTE: ALL NUMBERS PROVIDED ARE ESTIMATED FOR SITE COVERAGE

PARKING AND UNIT SUMMARY

COUNTY OF SANTA BARBARA LAND USE & DEVELOPMENT CODE:

RESIDENTS:

.75 SPACES PER DWELLING UNIT:	
STUDIO UNITS	.75 x 15 = 11.25
1-BEDROOM UNITS	.75 x 33 = 24.75
2-BEDROOM UNITS	.75 x 24 = 18.00
3-BEDROOM UNITS	1.5 x 27 = 40.50
TOTAL	(99) UNITS 95 STALLS

VISITORS PARKING: .75 X 99 DWELLING UNITS = 19.8
TOTAL 20 STALLS

EV PARKING SPACES:

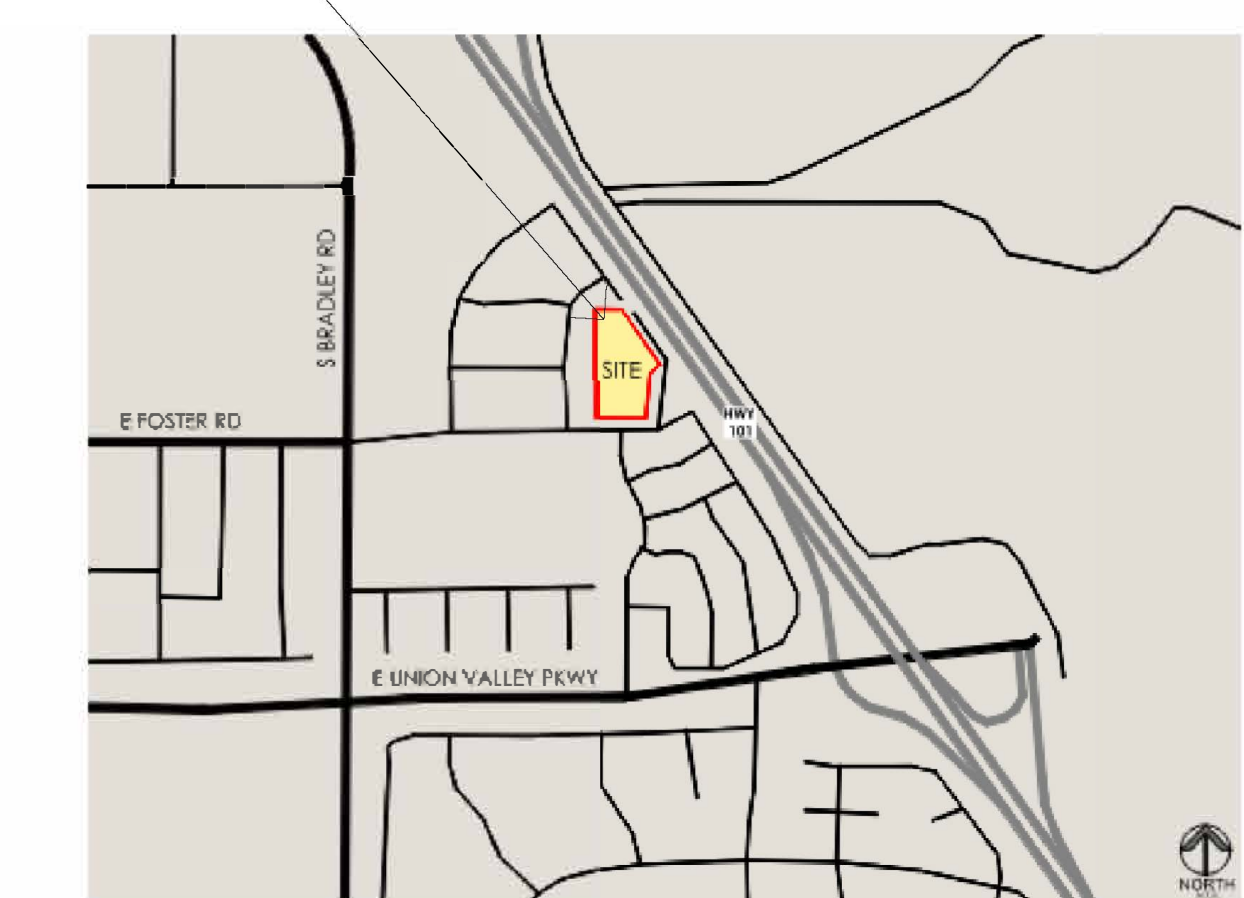
1 SPACE PER EVERY 7 UNITS:	99 / 7 = 14 EV SPACES
TOTAL	14 EV SPACES

TOTAL PARKING SPACES REQUIRED: 115 SPACES REQUIRED

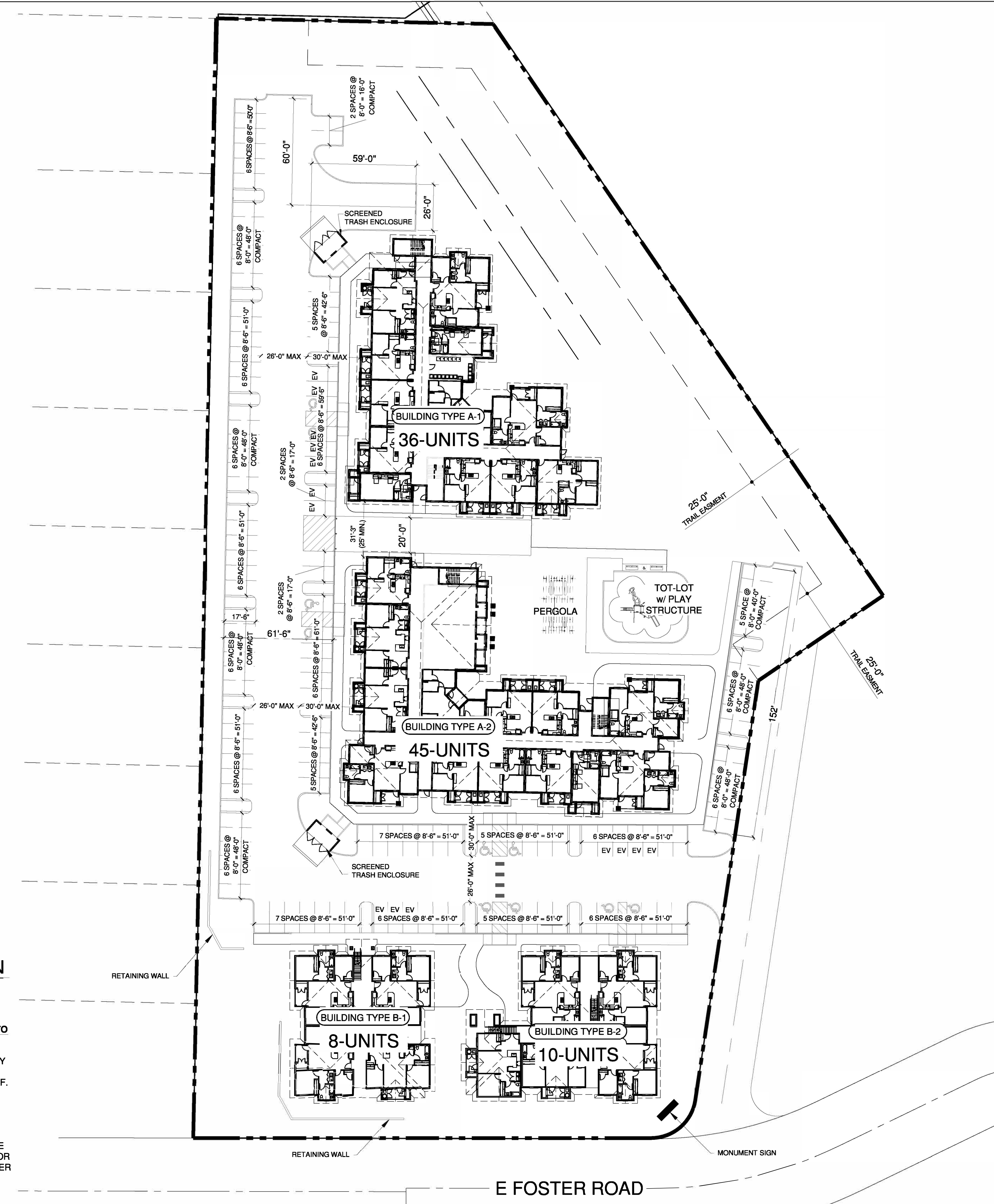
PARKING SUMMARY:

135 SPACES PROVIDED
(INCLUDING 41 COMPACT SPACES PROVIDED)
(INCLUDING 10 ACCESSIBLE SPACES)

PROJECT SITE



VICINITY MAP
N.T.S.



SITE PLAN
SCALE: 1" = 30'-0"

- SITE DEVELOPMENT AMENITIES TO INCLUDE**
1. QUALITY OF LIFE: COMMUNITY CENTER
 2. OPEN SPACE: OVER 50,000 S.F. OPEN LAWN AREA
 3. RECREATION: TOT LOT w/ PLAYGROUND EQUIPMENT
 4. OPEN PERGOLA WITH PICNIC TABLES
 5. ALL RESIDENTIAL UNITS HAVE PRIVATE PATIOS AT 1ST FLOOR AND PRIVATE DECKS AT UPPER FLOOR UNITS



① EAST ELEVATION - BLDG. TYPE A
3/32" = 1'-0"



② WEST ELEVATION - BLDG. TYPE A
3/32" = 1'-0"



③ NORTH ELEVATION - BLDG. TYPE A
3/32" = 1'-0"



④ SOUTH ELEVATION - BLDG. TYPE A
3/32" = 1'-0"

- KEY NOTES** ○ —
1. TRIM BOARDS AND BELLY BANDS.
 2. 6" HORIZONTAL SIDING.
 3. SHAKE SIDING.
 4. BOARD & 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.

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PROJECT
SANTA MARIA
EAST FOSTER ROAD
SANTA MARIA, CA

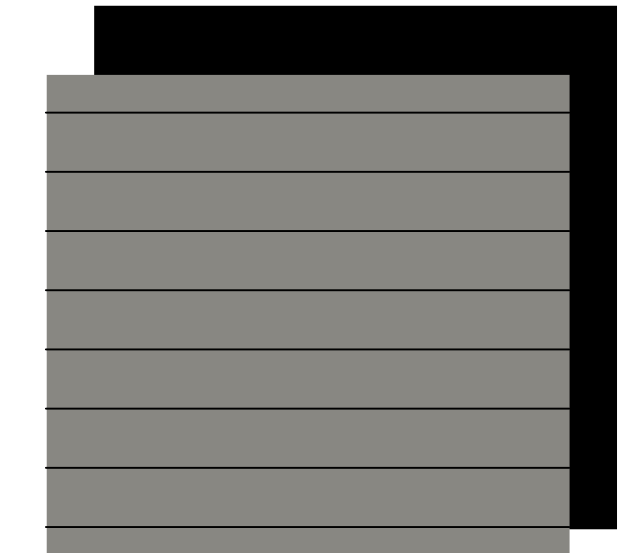
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EXTERIOR ELEVATIONS - BLDG. TYPE A



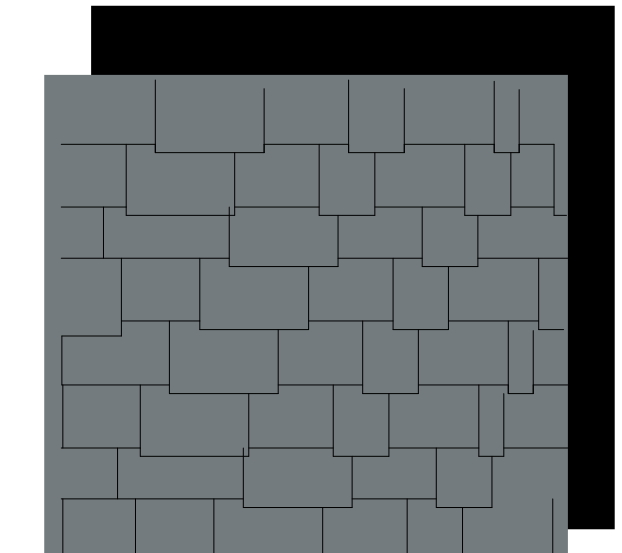
② EAST ELEVATION - BLDG. TYPE A
3/32" = 1'-0"



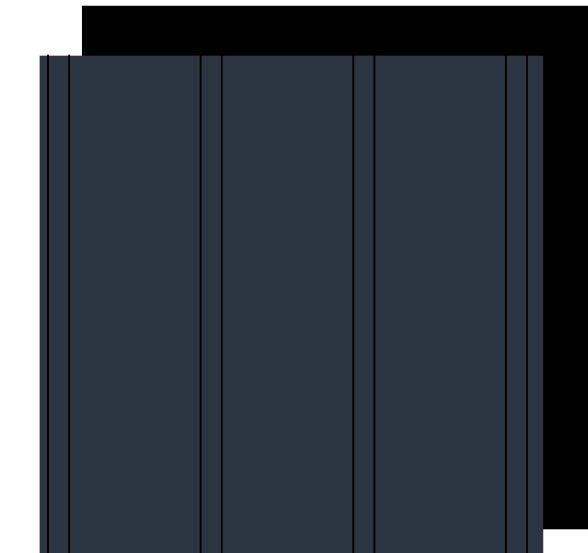
A TRIM BOARDS AND BELLY BANDS, COLOR TO MATCH SHERWIN WILLIAMS "EXTRA WHITE" 7006



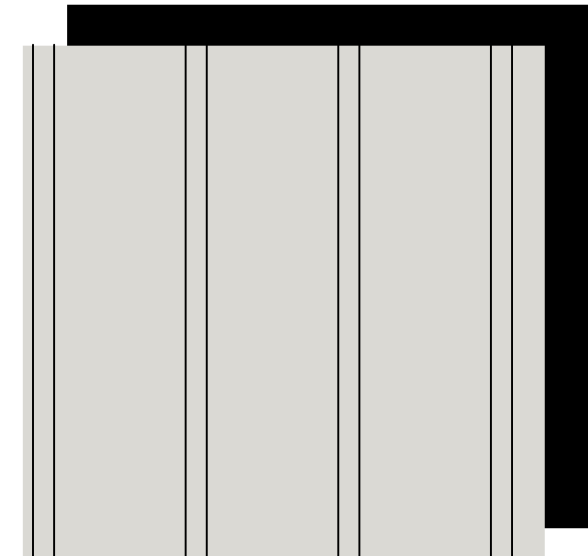
B 6" HORIZONTAL SIDING, COLOR TO MATCH SHERWIN WILLIAMS "CLASSIC FRENCH GRAY" 0077



C SHAKE SIDING, COLOR TO MATCH SHERWIN WILLIAMS "FOGGY DAY" 6235



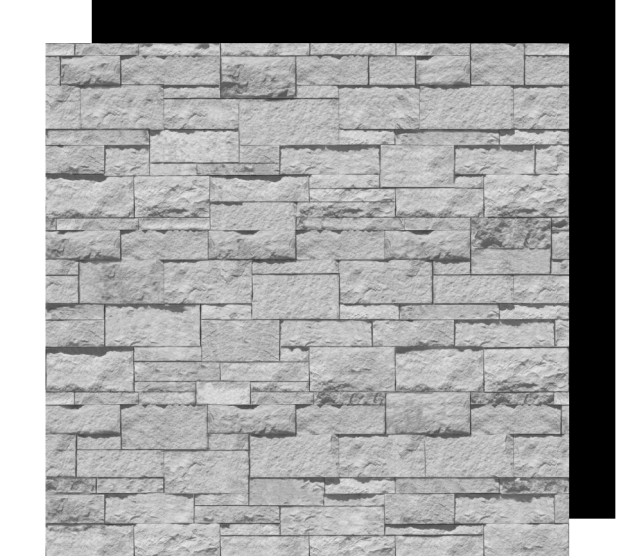
D BOARD & BATTEN SIDING PATIO POP OUTS, COLOR TO MATCH SHERWIN WILLIAMS "ANCHORS AWEIGH" 9179



E BOARD & BATTEN SIDING COLOR TO MATCH SHERWIN WILLIAMS "FIRST STAR" 7646



F DOOR PANELS SHERWIN WILLIAMS "CYBERSPACE" 7076



G MASONRY TO MATCH ELDERADO STONE CUT COURSE STONE "CANNONADE"



H ASPHALT ROOFING TO MATCH PABCO PREMIER "WEATHEREDWOOD"

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PROJECT
SANTA MARIA
EAST FOSTER ROAD
SANTA MARIA, CA

_A4.3
COLOR BOARD - BLDG. TYPE A



1 EAST ELEVATION - BLDG. TYPE A Copy 1
3/32" = 1'-0"



2 WEST ELEVATION - BLDG. TYPE A Copy 1
3/32" = 1'-0"



3 NORTH ELEVATION - BLDG. TYPE A Copy 1
3/32" = 1'-0"



4 SOUTH ELEVATION - BLDG. TYPE A Copy 1
3/32" = 1'-0"

- KEY NOTES** ○ —
- TRIM BOARDS AND BELLY BANDS.
 - 6" HORIZONTAL SIDING.
 - SHAKE SIDING.
 - BOARD & BATTEN SIDING.
 - HANDRAILS.
 - EXTERIOR DOOR. SEE FLOOR PLANS, DOOR SCHEDULE, AND SPECIFICATIONS, PAINT AS NOTED.
 - CULTURED STONE.
 - 20 YEAR TYPE 'A' COMPOSITE SHINGLE.
- MATERIAL FINISHES:** □ —
- SHERWIN WILLIAMS SW 7006 "EXTRA WHITE" OR EQUAL.
 - SHERWIN WILLIAMS SW 0077 "CLASSIC FRENCH GRAY" OR EQUAL.
 - SHERWIN WILLIAMS SW 6235 "FOGGY DAY" OR EQUAL.
 - SHERWIN WILLIAMS SW 9179 "ANCHORS AWEIGH" OR EQUAL.
 - SHERWIN WILLIAMS SW 7646 "FIRST STAR" OR EQUAL.
 - SHERWIN WILLIAMS SW 7078 "CYBERSPACE" OR EQUAL.
 - ELDORADO STONE CUT COURSE STONE "CANNONADE" OR EQUAL.
 - PABCO PREMIER "WEATHEREDWOOD" OR EQUAL.

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EAST FOSTER ROAD
SANTA MARIA, CA

A4.4
EXTERIOR COLOR ELEVATIONS - BLDG.
TYPE A Copy 1

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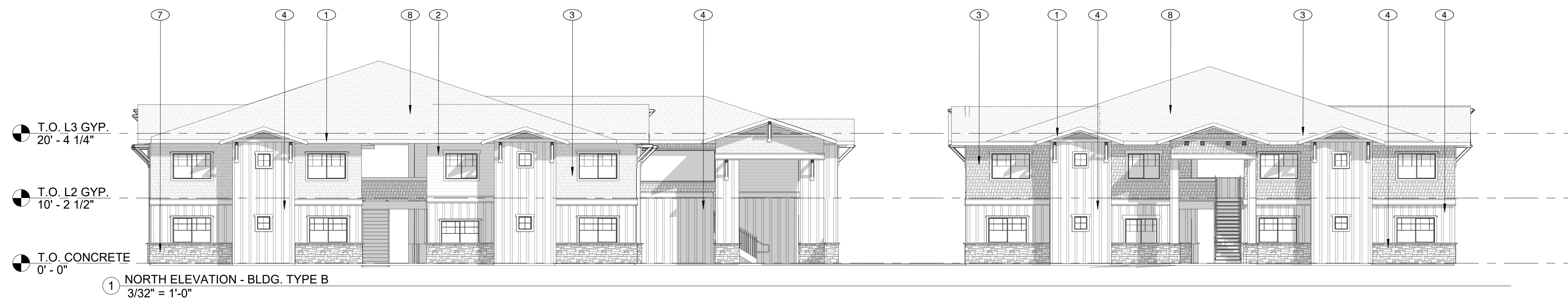
SANTA MARIA

SANTA MARIA, CA

EAST FOSTER ROAD

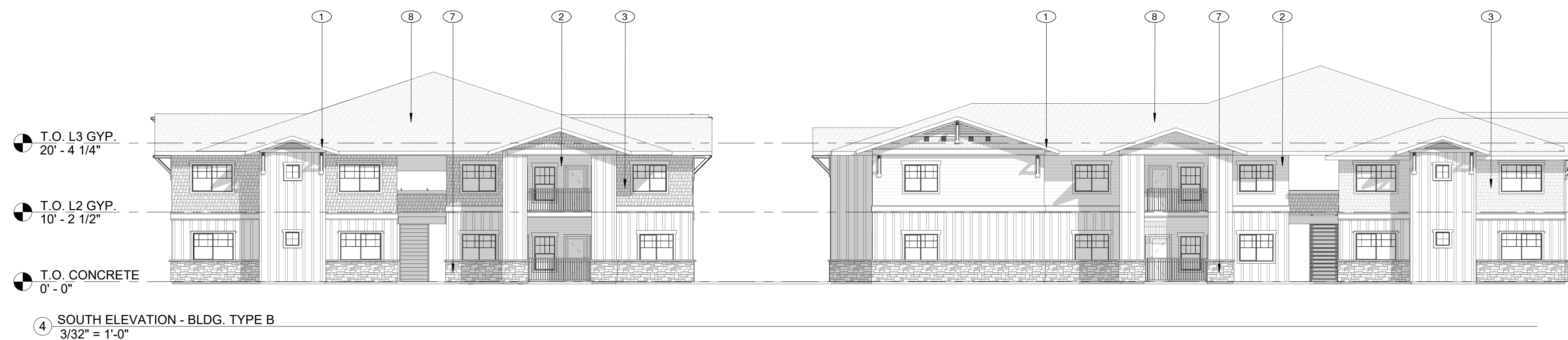
_A5.2

EXTERIOR ELEVATIONS - BLDG. TYPE B



KEY NOTES →

1. TRIM BOARDS AND BELLY BANDS.
2. 6" HORIZONTAL SIDING.
3. SHAKE SIDING.
4. BOARD & 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.



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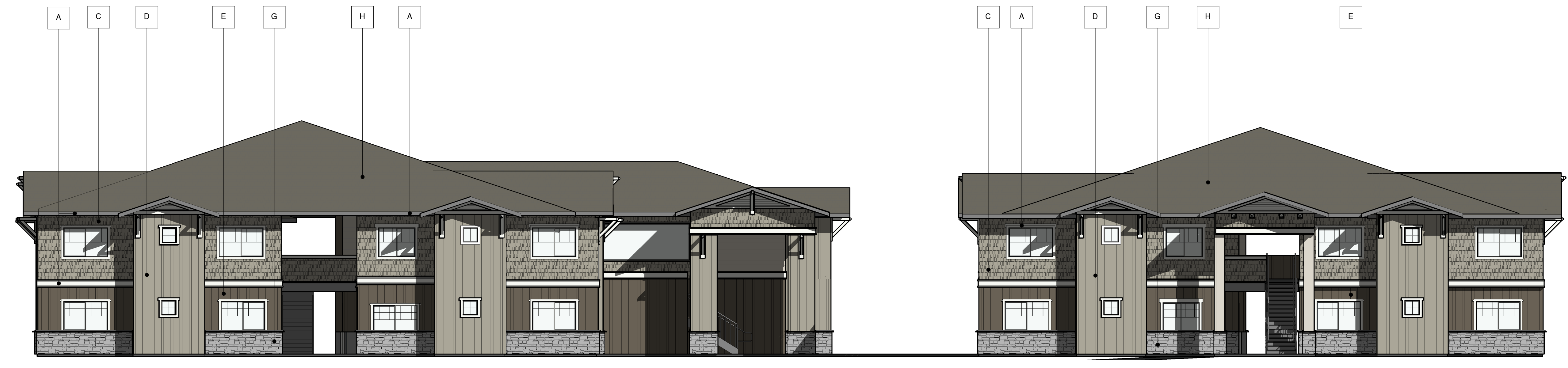
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PROJECT #
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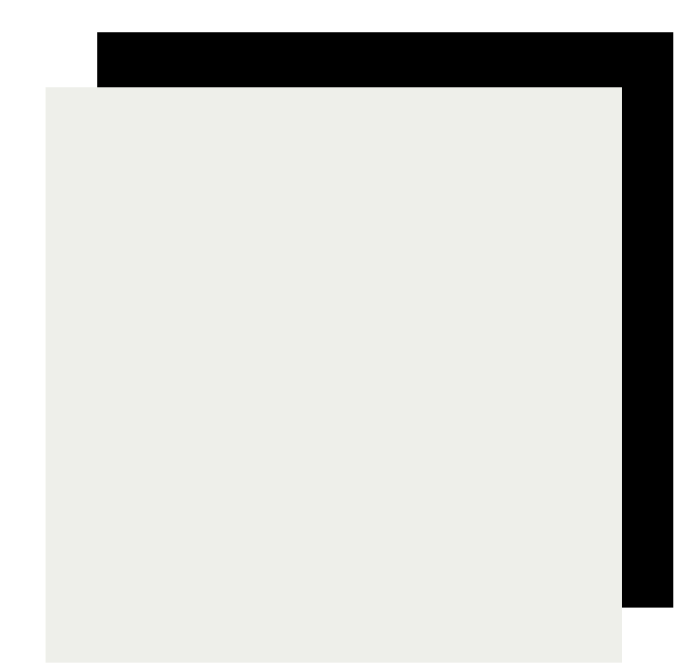
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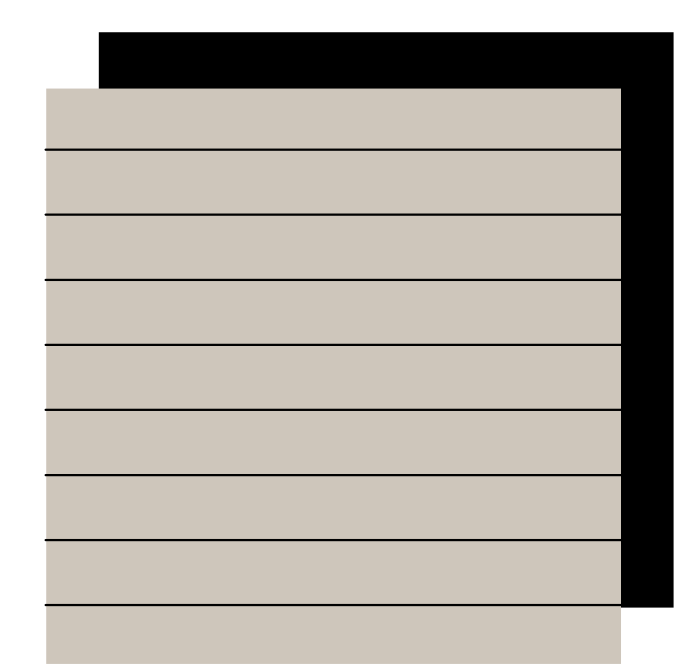
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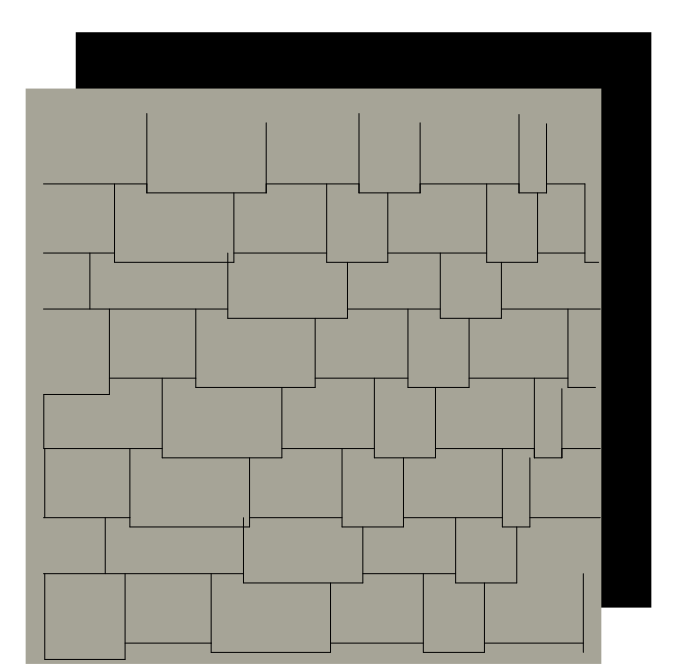
② NORTH ELEVATION - BLDG TYPE B
1/8" = 1'-0"



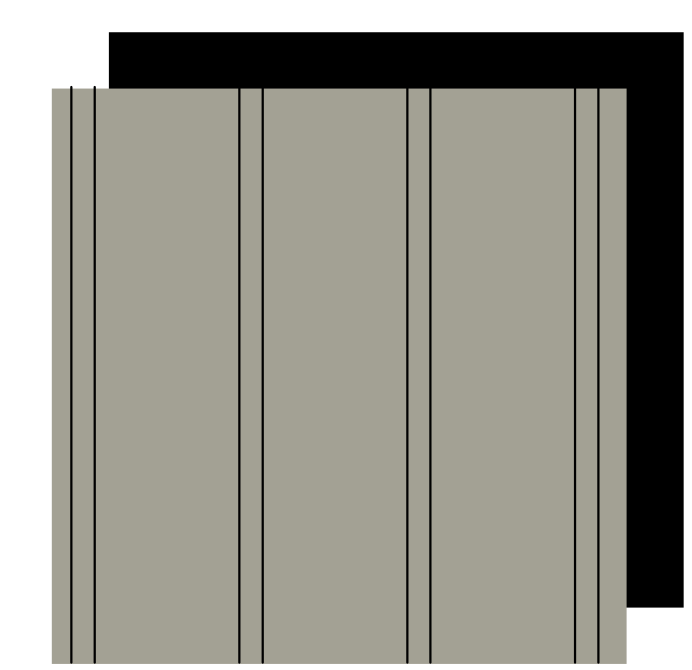
A TRIM BOARDS AND BELLY BANDS, COLOR TO MATCH SHERWIN WILLIAMS "EXTRA WHITE" 7006



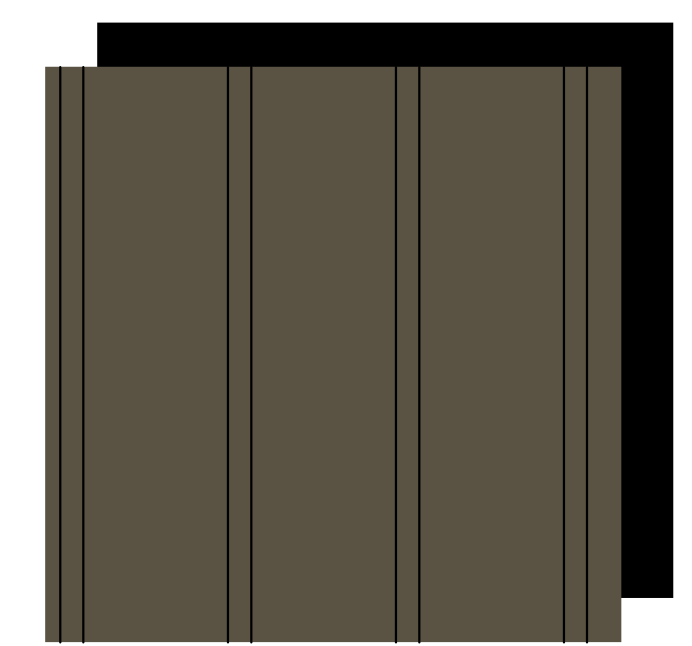
B 6" HORIZONTAL SIDING, COLOR TO MATCH SHERWIN WILLIAMS "WORLDLY GRAY" 7043



C SHAKE SIDING, COLOR TO MATCH SHERWIN WILLIAMS "DOWNING STONE" 2821



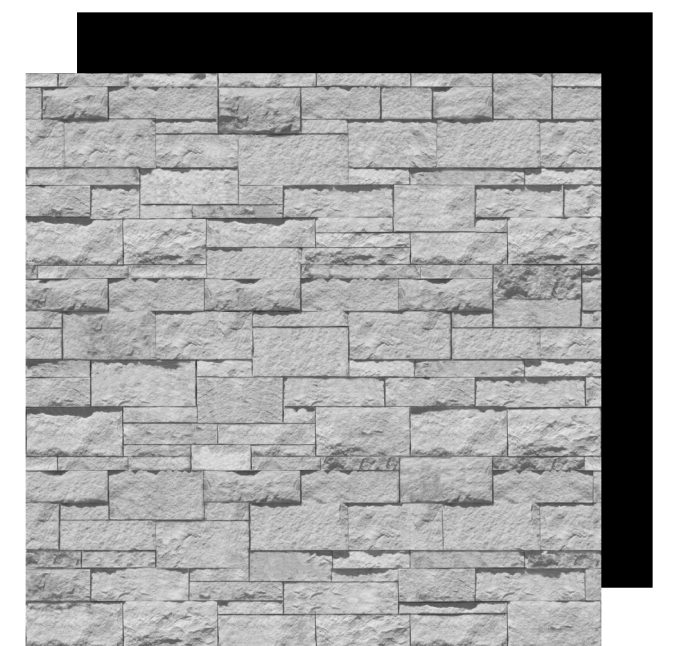
D BOARD & BATTEN SIDING PATIO POP OUTS, COLOR TO MATCH SHERWIN WILLIAMS "DOWNING STONE" 2821



E BOARD & BATTEN SIDING COLOR TO MATCH SHERWIN WILLIAMS "MUDDLED BASIL" 7745



F DOOR PANELS SHERWIN WILLIAMS "CYBERSPACE" 7076



G MASONRY TO MATCH ELDORADO STONE CUT COURSE STONE "CANNONADE"



H ASPHALT ROOFING TO MATCH PABCO PREMIER "WEATHEREDWOOD"

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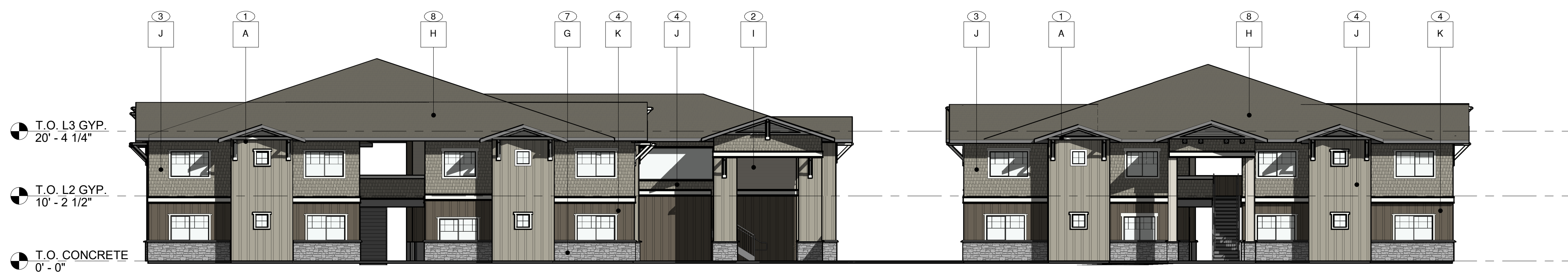
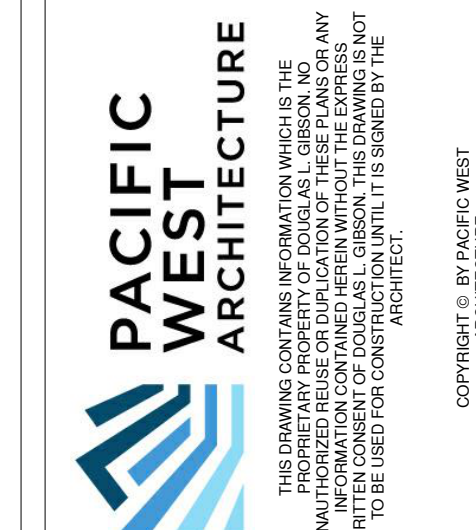
SANTA MARIA

EAST FOSTER ROAD
SANTA MARIA, CA

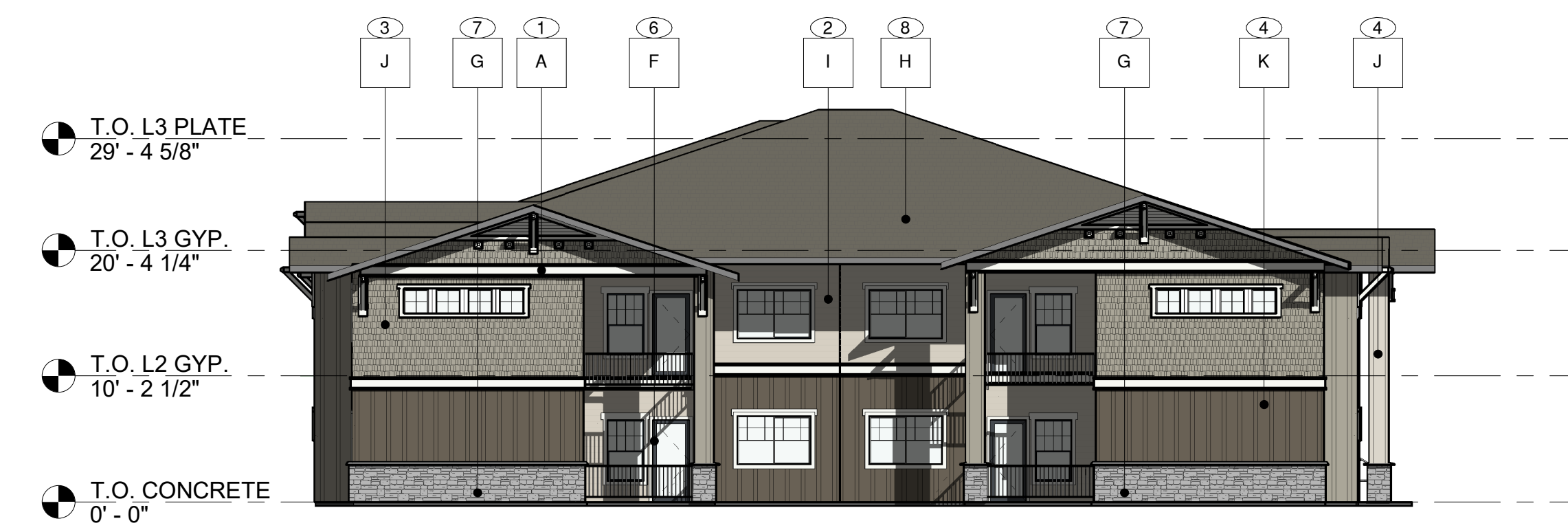
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COLOR BOARD - BLDG. TYPE B

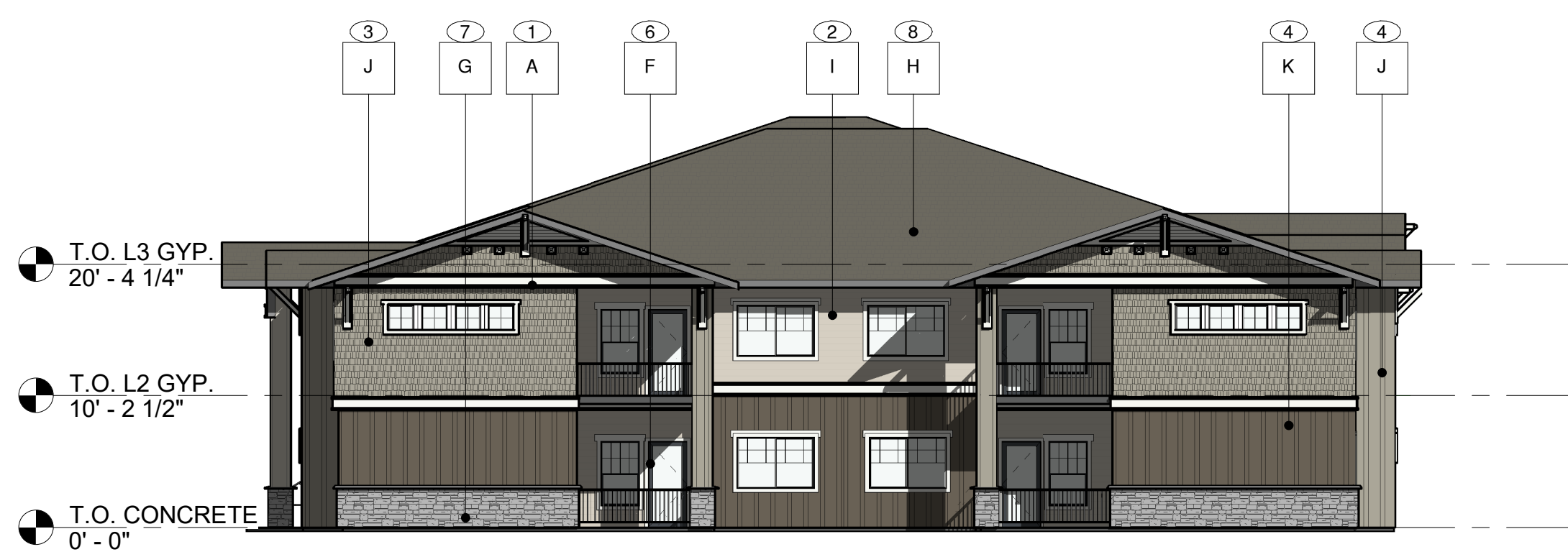
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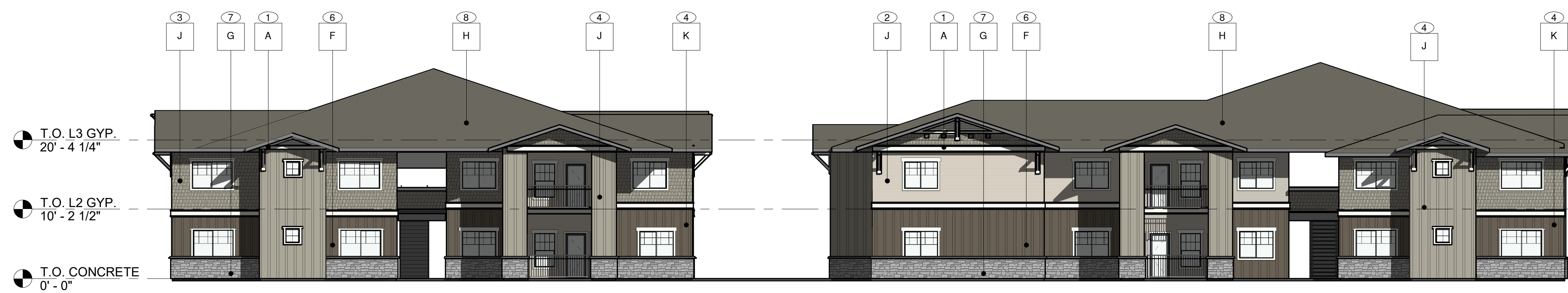
1 NORTH ELEVATION - BLDG. TYPE B
3/32" = 1'-0"



2 EAST ELEVATION - BLDG. TYPE B1
3/32" = 1'-0"



3 WEST ELEVATION - BLDG. TYPE B
3/32" = 1'-0"



4 SOUTH ELEVATION - BLDG. TYPE B
3/32" = 1'-0"

KEY NOTES	
1.	TRIM BOARDS AND BELLY BANDS.
2.	6" HORIZONTAL SIDING.
3.	SHAKE SIDING.
4.	BOARD & 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 7006 "EXTRA WHITE" OR EQUAL
B.	SHERWIN WILLIAMS SW 0077 "CLASSIC FRENCH GRAY" OR EQUAL
C.	SHERWIN WILLIAMS SW 6235 "FOGGY DAY" OR EQUAL
D.	SHERWIN WILLIAMS SW 9179 "ANCHORS AWEIGH" OR EQUAL
E.	SHERWIN WILLIAMS SW 7646 "FIRST STAR" OR EQUAL
F.	SHERWIN WILLIAMS SW 7078 "CYBERSPACE" OR EQUAL
G.	ELDORADO STONE CUT COURSE STONE "CANNONADE" OR EQUAL
H.	PABCO PREMIER "WEATHEREDWOOD" OR EQUAL
I.	SHERWIN WILLIAMS SW 7006 "WORLDLY GRAY" OR EQUAL
J.	SHERWIN WILLIAMS SW 2821 "DOWNING STONE" OR EQUAL
K.	SHERWIN WILLIAMS SW 7745 "MUDDLED BASIL" OR EQUAL

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PROJECT

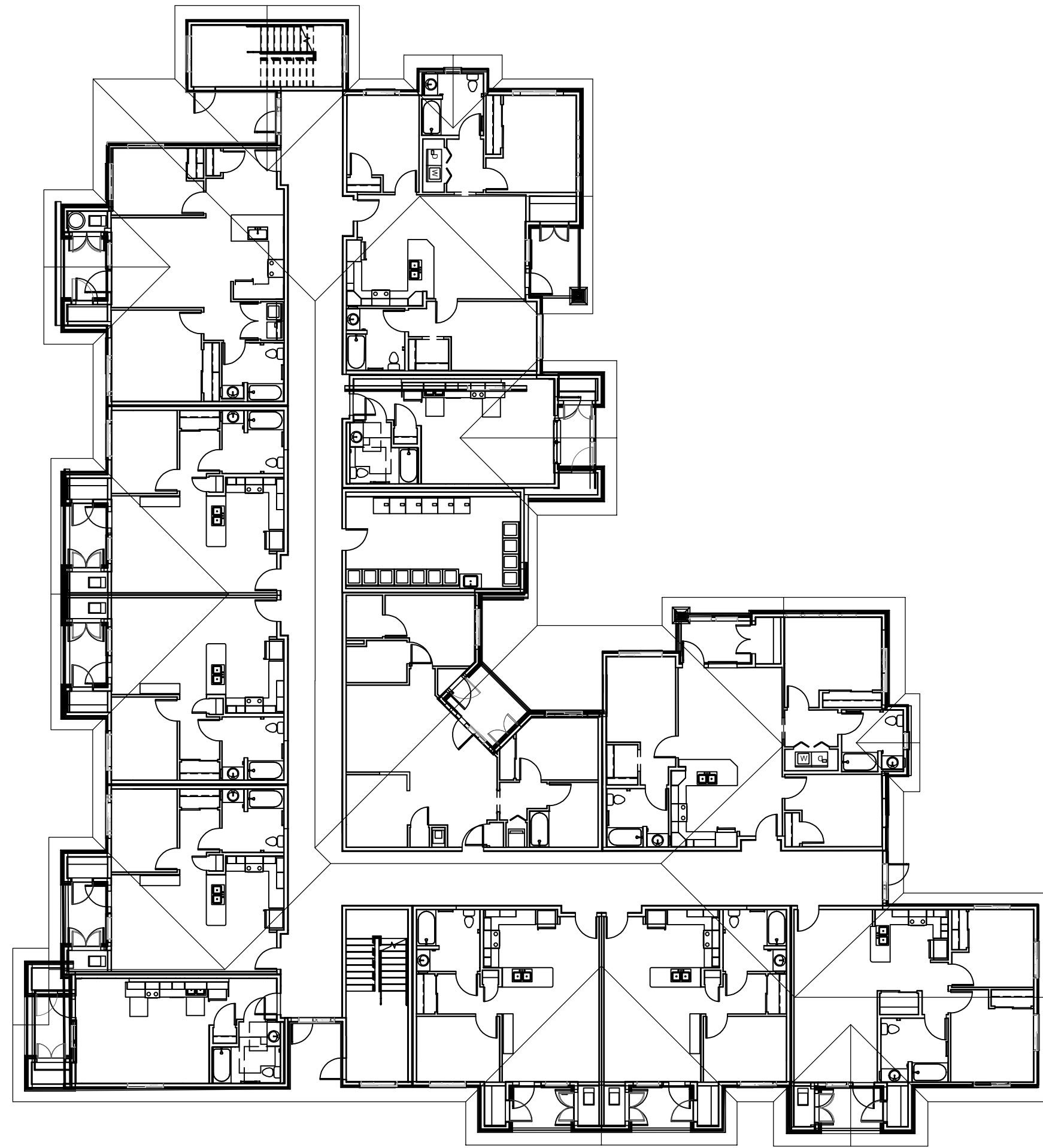
SANTA MARIA

SANTA MARIA, CA

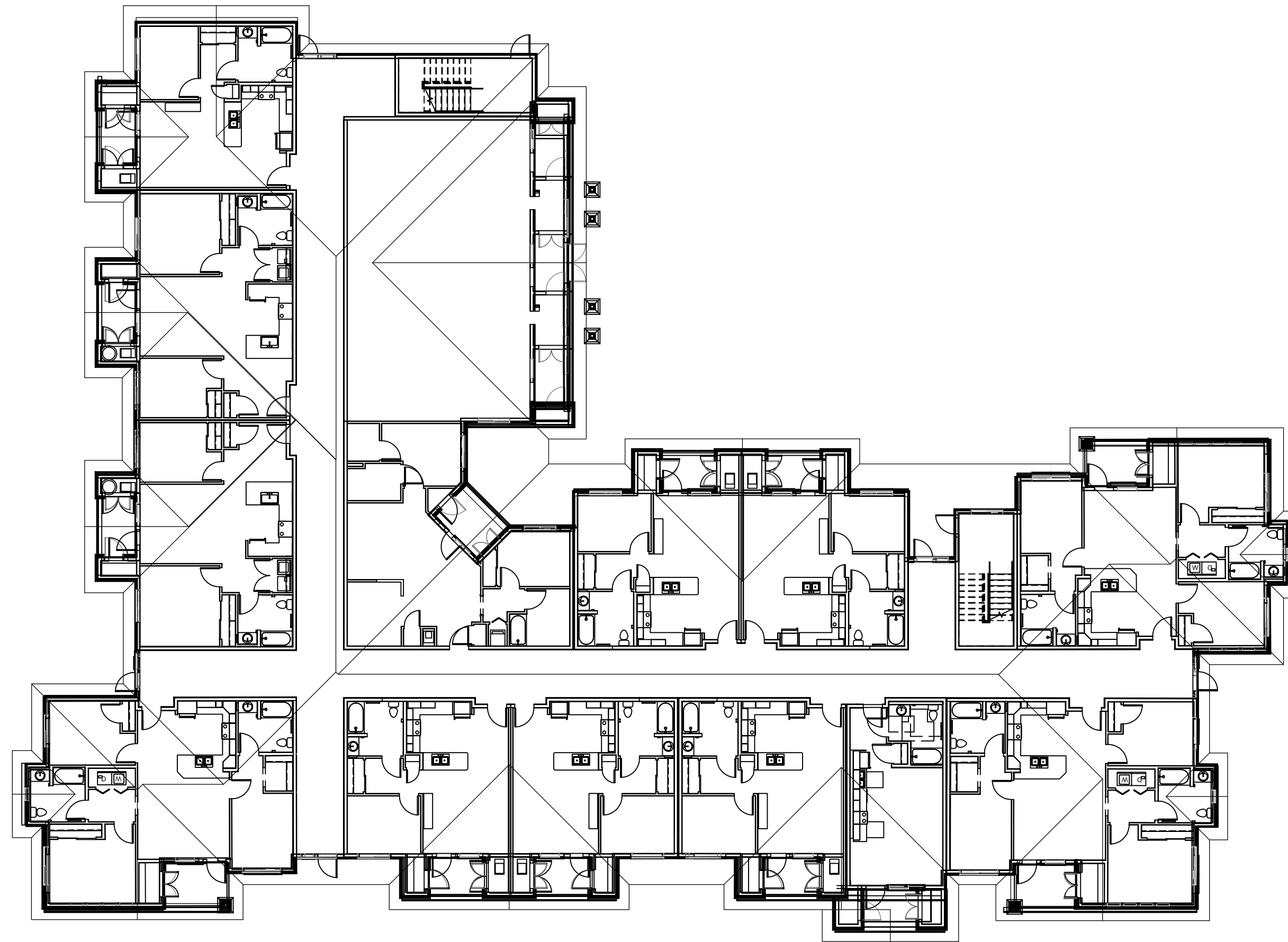
EAST FOSTER ROAD

A5.4

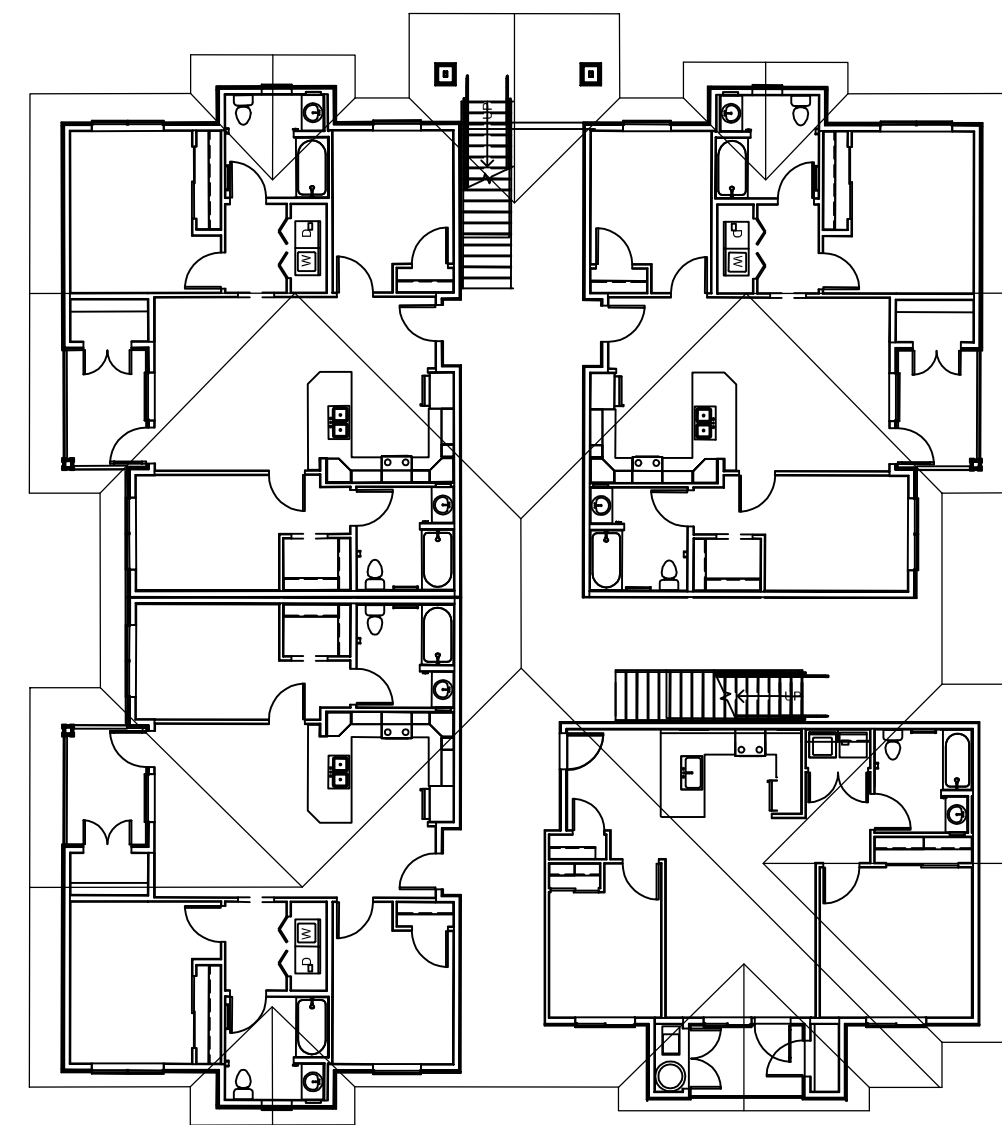
EXTERIOR ELEVATIONS - BLDG. TYPE B
Copy 1



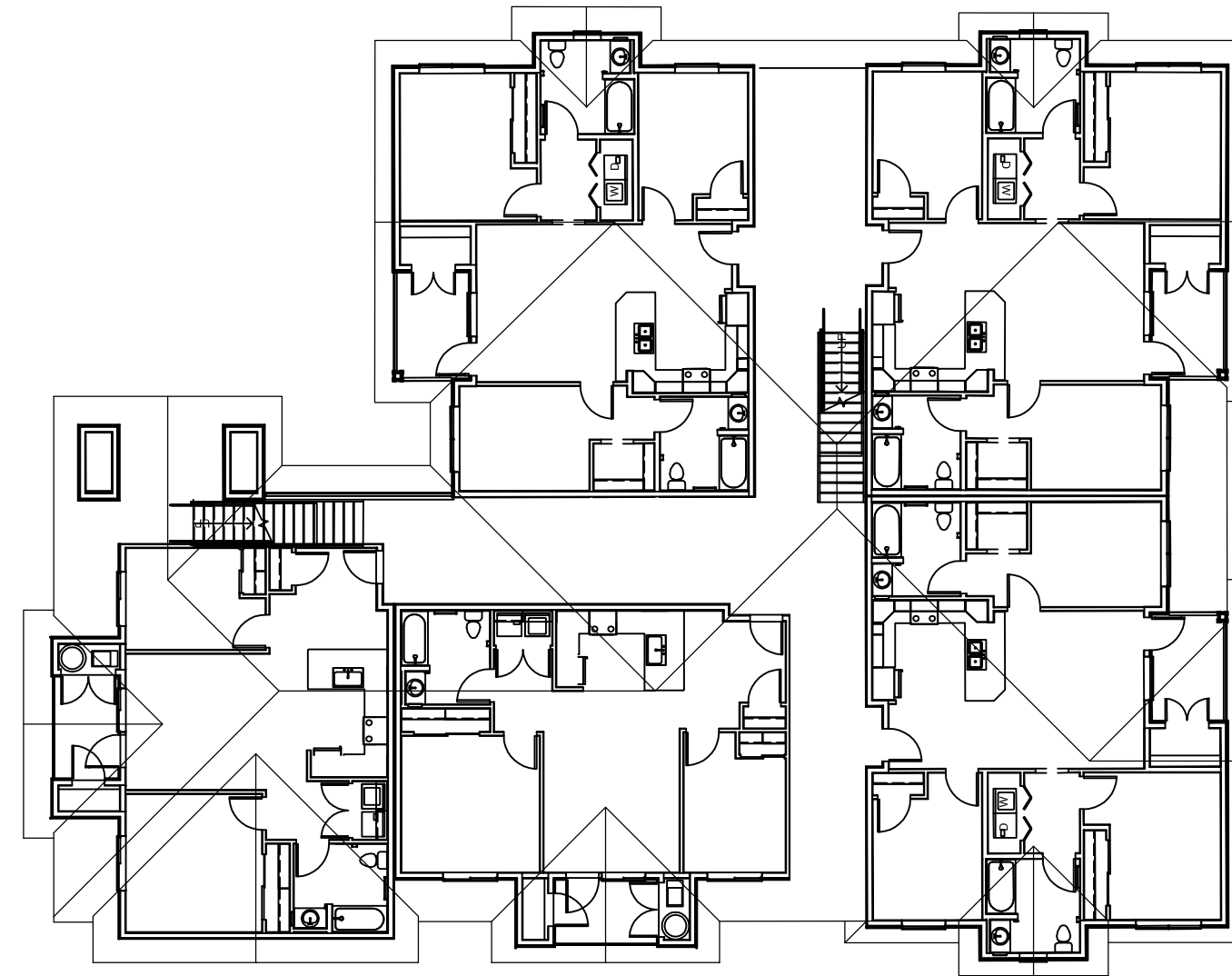
BUILDING TYPE A-1
TOTAL: 35,670 SF
 MAIN FLOOR 11,890 SF
 SECOND FLOOR 11,890 SF
 THIRD FLOOR 11,890 SF



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



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



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

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SANTA MARIA

EAST FOSTER ROAD SANTA MARIA, CA

_A6.1

TYP. BLDG. FLOOR PLANS



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EAST FOSTER ROAD SANTA MARIA, CA

A7.1

RENDERINGS

ATTACHMENT F - TRIP GENERATION MEMORANDUM



1331 E FOSTER ROAD AFFORDABLE HOUSING PROJECT

DATE: November 14, 2023

TO: Matthew Ramos | AMG & Associates

FROM: Josh Pilachowski | DKS Associates

Sean Carney | DKS Associates

Alexandra Haag | DKS Associates

SUBJECT: Trip Generation Memorandum FINAL

Project # 24446-000

INTRODUCTION

This memorandum summarizes the trip generation estimates for the proposed 99-unit affordable housing project at 1331 E Foster Road in Santa Barbara County.

This memorandum includes trip generation for both project scenarios and a comparison of the net-new trips from the proposed project to determine if it exceeds the threshold requiring a full traffic study.

PROJECT OVERVIEW

The study site has an approved entitlement application for a 61-unit affordable housing project at 1331 E Foster Road. The site contains existing structures that currently serve as a school/daycare in a converted single-family home. While the structure is not currently occupied as a home, the residence remains as a dwelling unit that would be counted toward the total of 62 dwelling units on-site. The project allowed under entitled land use would maintain the existing school use and structures.

A development agreement is currently in progress to establish a 99-unit affordable housing project that will involve the demolishing of the existing structures (and thus, the removal of the existing school use).

The purpose of this memorandum is to review if the proposed project would result in fifty new peak hour trips (net), and therefore would not warrant a traffic study. Further, as compared with the project allowed under existing entitlement, the proposed project would result in fewer trips than allowed.

Trip generation estimates are based on the land use assumptions provided by the Client on October 25th, 2023, and are summarized in **Table 1** below.

TABLE 1: LAND USE ASSUMPTIONS

DESCRIPTION	UNIT	APPROVED PROJECT	PROPOSED PROJECT
STUDIO	DU ¹	6	15
ONE-BED	DU	25	33
TWO-BED	DU	15	24
THREE-BED	DU	15	27
SCHOOL	Students	50 ²	-
TOTALS:		61 + 1 ³	99
GFA:		59,130	77,458

¹ DU = Dwelling Units.

² Number of students assumed based on size of existing site building.

³ 61 DUs, plus the school building.

Source: AMG & Associates, October 25th, 2023.

TRIP GENERATION

Vehicle trips for the existing project, the project allowed on the entitled land use, and the proposed project, have been estimated based on rates published in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition.

Vehicle trips have been calculated for a typical weekday, a weekday AM peak hour of adjacent street traffic (one hour between 7:00 AM and 9:00 AM), and a weekday PM peak hour of adjacent street traffic (one hour between 4:00 PM and 6:00 PM).

Analysis Assumptions

Analysis assumes 50 students enrolled at the existing site and future school based on the nature and size of the existing building designated for school use.

To calculate vehicle trips for the school land use for existing and project allowed under entitlement scenarios, daycare land use code (ITE reference code #565) as the site is significantly smaller than sites surveyed under other school land uses published in the ITE manual. As pick-up for daycare is generally later than elementary school, PM peak hour trips in this analysis may be higher than observed.

For the dwelling units, the Affordable Housing land use code (ITE reference code #223) is used. Multifamily Mid-Rise (ITE reference code #221) was also considered, however rates for both land use codes are generally consistent, and results would not be expected to vary materially with either code.

Analysis Results

Trip generation calculations for the project allowed under existing entitlement and the proposed project are summarized in **Table 1** through **Table 3**. Full rate calculations and ITE trip generation graphs are provided in **Attachment 1**.

Trip generation estimates indicate that:

- The existing site is estimated to generate 39 AM peak hour trips and 40 PM peak hour trips based on an assumption of 50 students enrolled.
- Under existing entitlement, the site could be expected to generate 69 trips during the AM peak hour, and 69 trips during the PM peak hour.
- Under the proposed project land use, the site could be expected to generate 50 trips during the AM peak hour, and 46 trips during the PM peak hour.

Based on these trip generation estimates, the proposed site could be expected to generate 11 more trips than the existing site during the AM peak hour, and 6 more trips than the existing site during the PM peak hour. The proposed project would be expected to generate 19 fewer trips than what is allowed under existing entitlement during the AM peak hour, and 23 fewer trips during the PM peak hour.

CONCLUSION

Results of the analysis indicate that the proposed project would not generate 50 new peak hour trips (net) during either AM or PM peak hour, and therefore would not warrant a traffic study. Analysis results also indicate that the proposed project could be expected to generate fewer AM and PM peak hour trips than the project allowed under existing entitlement.

TABLE 2: TRIP GENERATION CALUCLUATIONS - EXISTING LAND USE

LAND USE	ITE REF. CODE	SIZE	UNIT	DAILY	AM PEAK HOUR			PM PEAK HOUR		
				TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
SCHOOL USE	565	50	Students	205	21	18	39	19	21	40

Source: ITE Trip Generation Manual, 11th Edition

TABLE 3: TRIP GENERATION CALUCLUATIONS - ENTITELED LAND USE

LAND USE	ITE REF. CODE	SIZE	UNIT	DAILY	AM PEAK HOUR			PM PEAK HOUR		
				TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
STUDIO	223	6	DU	29	1	2	3	2	1	3
ONE-BED	223	25	DU	120	4	9	13	7	5	12
TWO-BED	223	15	DU	72	2	5	7	4	3	7
THREE-BED	223	15	DU	72	2	5	7	4	3	7
SCHOOL USE	565	50	Students	205	21	18	39	19	21	40
TOTALS:				498	30	39	69	36	33	69

Source: ITE Trip Generation Manual, 11th Edition

TABLE 4: TRIP GENERATION CALUCLUATIONS - PROPOSED PROJECT

LAND USE	ITE REF. CODE	SIZE	UNIT	DAILY	AM PEAK HOUR			PM PEAK HOUR		
				TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
STUDIO	223	15	DU	72	2	5	7	4	3	7
ONE-BED	223	33	DU	159	5	12	17	9	6	15
TWO-BED	223	24	DU	115	3	9	12	7	5	12
THREE-BED	223	27	DU	130	4	10	14	7	5	12
TOTALS:				476	14	36	50	27	19	46
Comparison of Net-New Trips (Proposed Project Total - Existing Land Use):				271	-7	18	11	8	-2	6
Comparison of Net-New Trips (Proposed Project Total - Approved Project Total):				-22	-16	-3	-19	-9	-14	-23

Source: ITE Trip Generation Manual, 11th Edition

ATTACHMENTS

CONTENTS

ATTACHMENT 1: ITE LAND USE REFERENCE CODES

ATTACHMENT 1: ITE LAND USE REFERENCE CODES

Land Use: 223

Affordable Housing

Description

Affordable housing includes all multifamily housing that is rented at below market rate to households that include at least one employed member. Eligibility to live in affordable housing can be a function of limited household income and resident age. Multifamily housing (low-rise) (Land Use 220), multifamily housing (mid-rise) (Land Use 221), and multifamily housing (high-rise) (Land Use 222) are related land uses.

Land Use Subcategory

Data are presented for three subcategories for this land use: (1) sites with income limitations for its tenants (denoted as income limits in the data plots), (2) sites with both minimum age thresholds and income limitations for its tenants (denoted as senior in the data plots), and (3) sites designed for and occupied by residents with special needs, such as persons with physical and mental impairments, single mothers, recovering addicts and others living in a group setting.

Additional Data

For most study sites contained in this land use, all dwelling units in the development are classified as affordable units. For residential study sites that provide a mix of market value and affordable units, the study sites with at least 75 percent of the dwelling units designated as affordable are also included in this land use database.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s and 2010s in California, Ontario (CAN), and New Jersey.

Source Numbers

237, 918, 1003, 1004, 1046, 1057

Affordable Housing - Income Limits (223)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 5

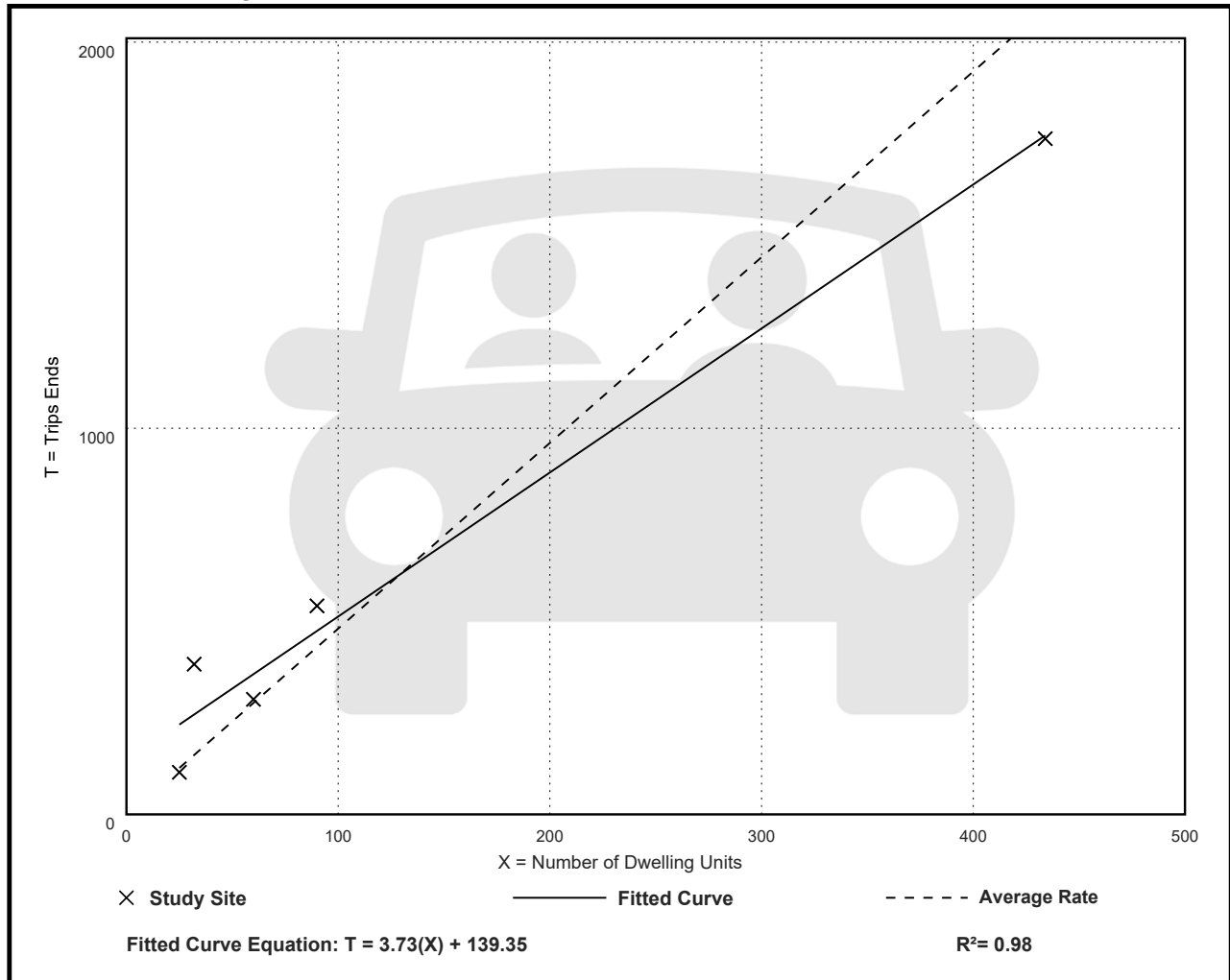
Avg. Num. of Dwelling Units: 128

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.81	4.03 - 12.16	2.03

Data Plot and Equation



Affordable Housing - Income Limits (223)

Vehicle Trip Ends vs: Dwelling Units

On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 6

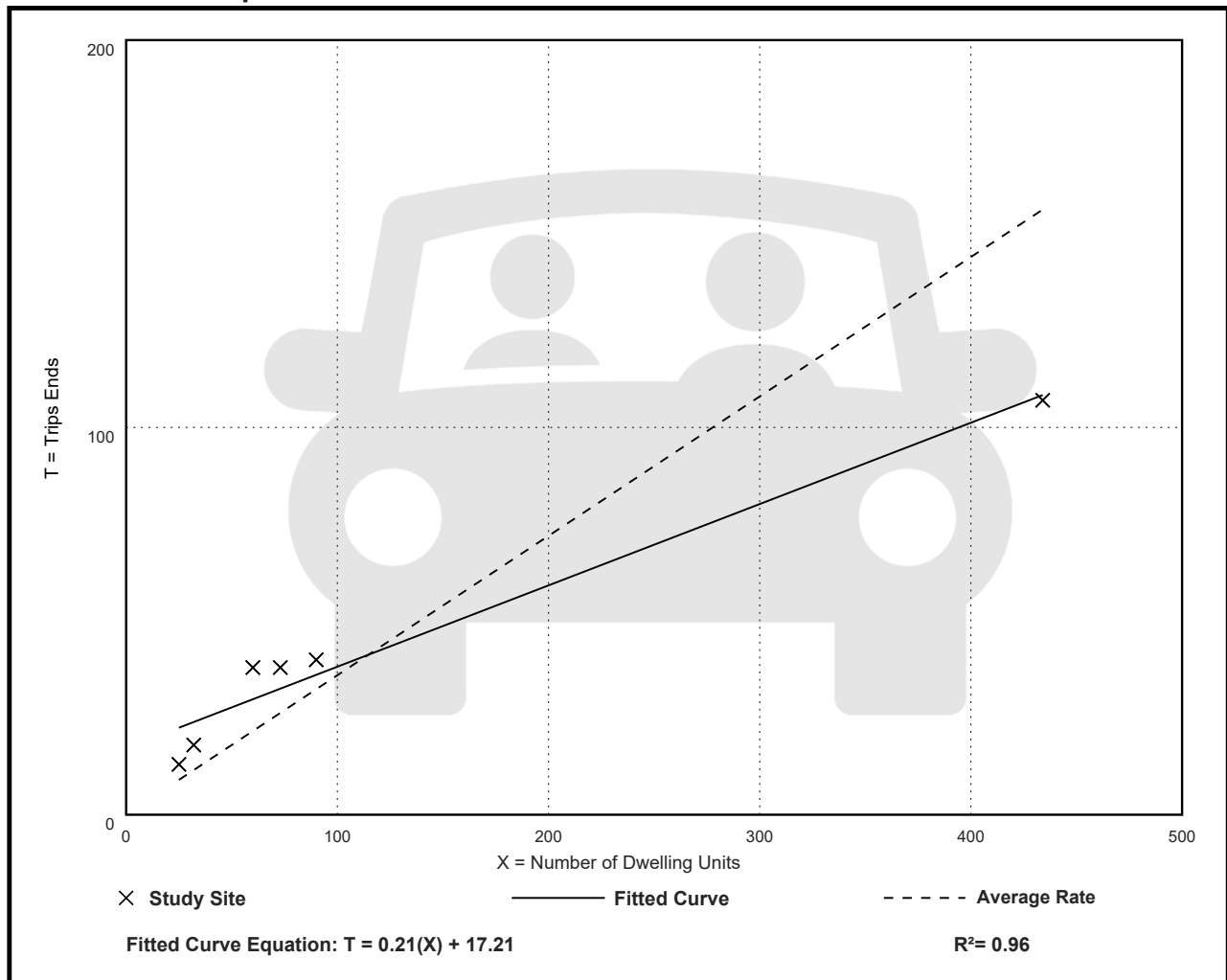
Avg. Num. of Dwelling Units: 119

Directional Distribution: 29% entering, 71% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.36	0.25 - 0.63	0.16

Data Plot and Equation



Affordable Housing - Income Limits (223)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 8

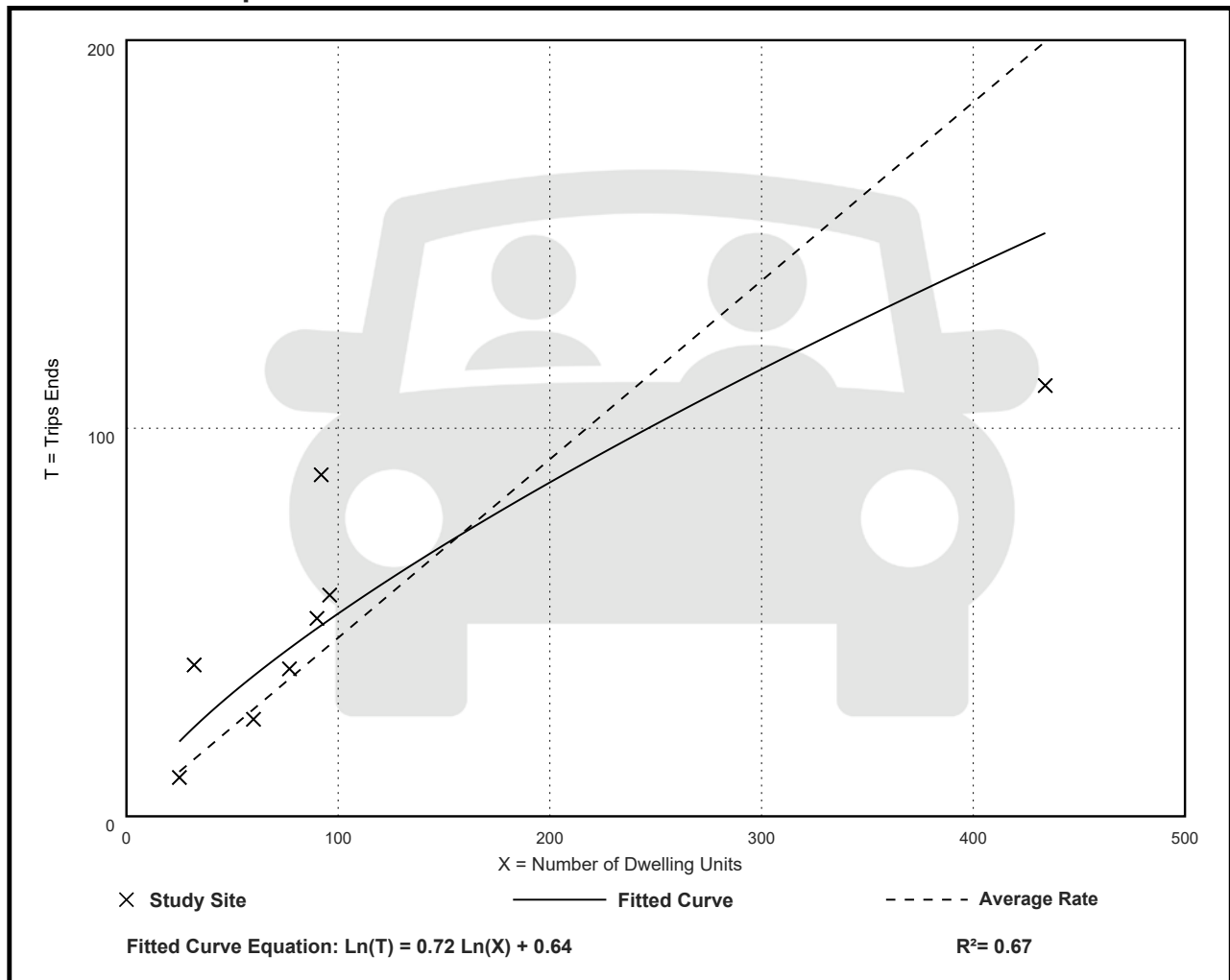
Avg. Num. of Dwelling Units: 113

Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.46	0.26 - 1.22	0.28

Data Plot and Equation



Land Use: 565

Day Care Center

Description

A day care center is a facility where care for pre-school age children is provided, normally during daytime hours. A day care facility generally includes classrooms, offices, eating areas, and playgrounds. A center may also provide after-school care for school-age children.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Florida, Georgia, Maryland, Minnesota, New Hampshire, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Tennessee, Texas, Virginia, and Wisconsin.

Source Numbers

169, 208, 216, 253, 335, 336, 337, 355, 418, 423, 536, 550, 562, 583, 633, 734, 866, 869, 877, 878, 954, 959, 981

Day Care Center (565)

Vehicle Trip Ends vs: Students
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 14

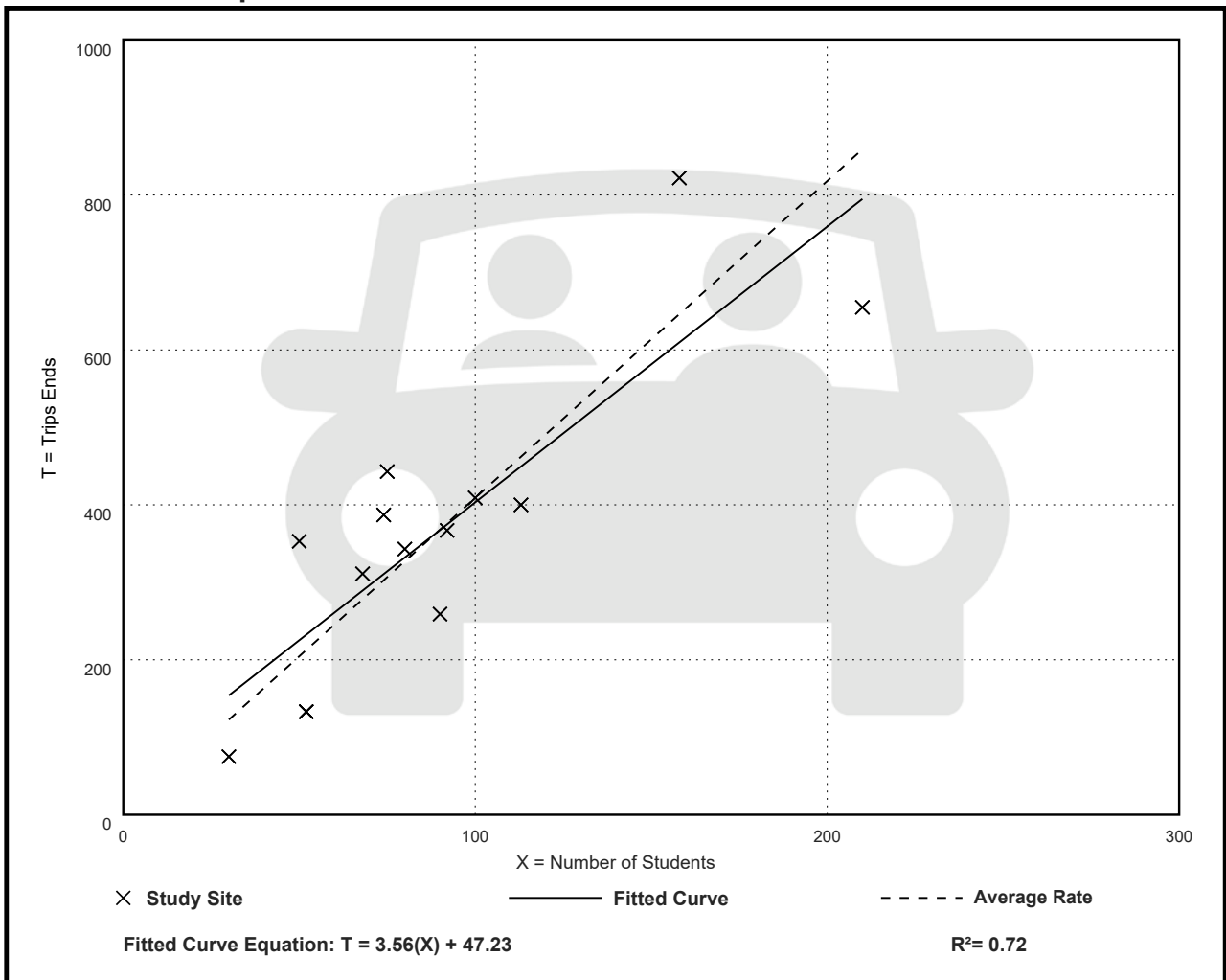
Avg. Num. of Students: 89

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
4.09	2.50 - 7.06	1.21

Data Plot and Equation



Day Care Center (565)

Vehicle Trip Ends vs: Students

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 75

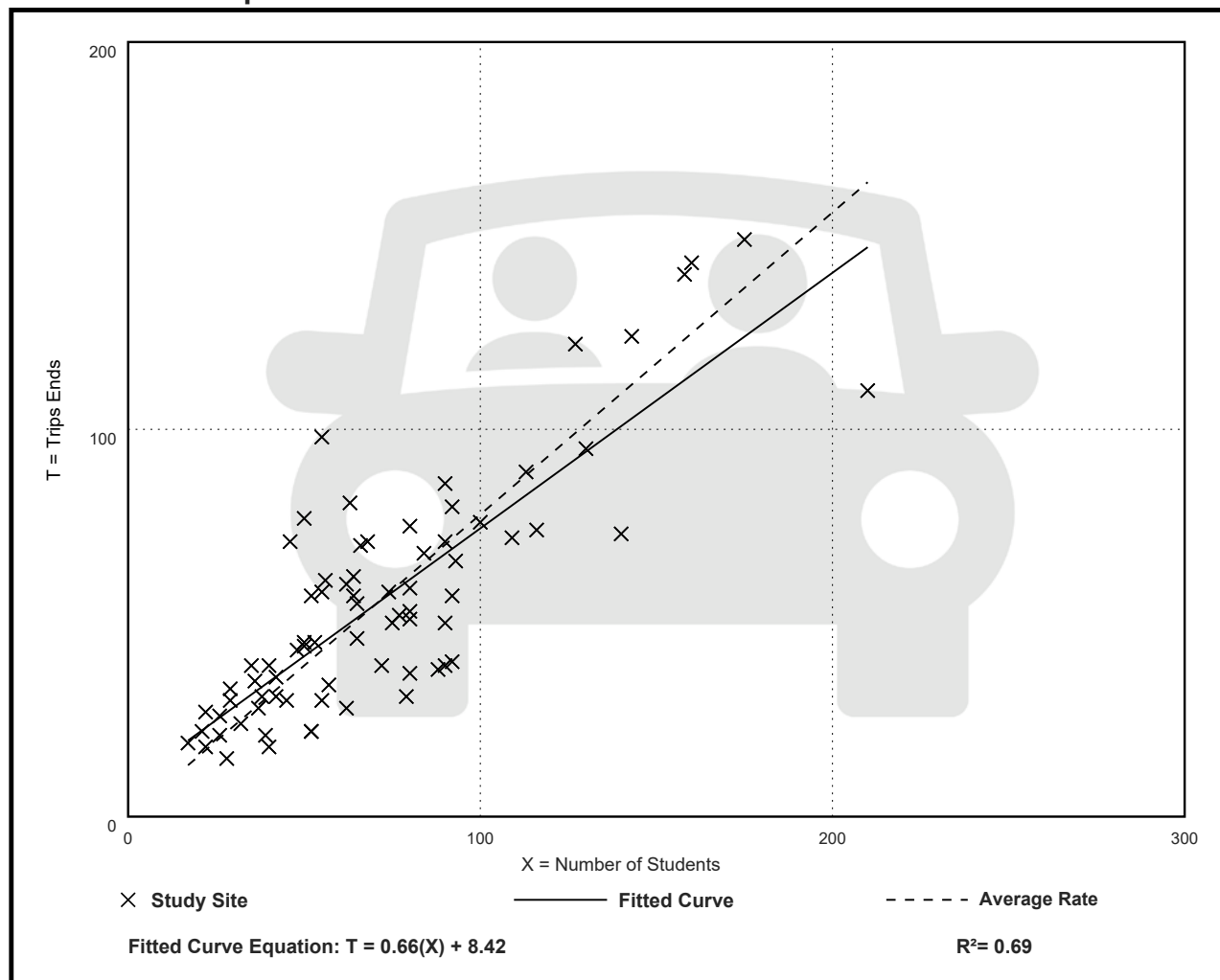
Avg. Num. of Students: 71

Directional Distribution: 53% entering, 47% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.78	0.39 - 1.78	0.25

Data Plot and Equation



Day Care Center (565)

Vehicle Trip Ends vs: Students

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 75

Avg. Num. of Students: 72

Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per Student

Average Rate	Range of Rates	Standard Deviation
0.79	0.24 - 1.72	0.30

Data Plot and Equation

