



**BOARD OF SUPERVISORS  
AGENDA LETTER**

**Agenda Number:**

**Clerk of the Board of Supervisors**  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Submitted on:**  
**(COB Stamp)**

**Department Name:** Community Services  
**Department No.:** 057  
**Agenda Date:** March 18, 2025  
**Placement:** Administrative Agenda  
**Estimated Time:** N/A  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

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**TO:** Board of Supervisors <sup>DS</sup>  
**FROM:** Department Director(s): Jesús Armas, Community Services Director (805) 568-2467  
Contact Info: Lucille Boss, Housing Programs Manager, (805) 568-3533  
**SUBJECT: Preserve Inclusionary Housing Unit through Acquisition: 2615 Caspia Lane, Summerland, CA 93067, District 1**

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**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Other Concurrence: General Services**

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- a) Approve execution by the Board Chair of the attached Real Property Purchase Contract and Escrow Instructions, in duplicate between the County of Santa Barbara (County), and Linnea S. Hall, to acquire that certain affordable housing unit at 2615 Caspia Lane, Summerland, CA 93067, and known as Assessor Parcel No. 005-700-008, in the purchase amount of \$160,800; and
- b) Adopt the attached Resolution of Intent to Purchase (set date of May 6, 2025 for acceptance), and;
- c) Authorize the Director of Community Services (CSD), or designee, to execute any and all escrow documents and complete the due diligence required to facilitate the terms and conditions of the proposed sale; and
- d) Authorize the CSD Director, or designee, upon County ownership, to issue a Request for Proposal to identify an eligible buyer, execute any and all escrow documents, and complete the due diligence required to facilitate the terms & conditions of the proposed resale; and
- e) Determine that the proposed actions are exempt from the California Environmental Quality Act (CEQA) guidelines, pursuant to Section 15378(b)(4), finding that the actions are creation of government funding mechanisms or other government fiscal activities which do not involve

any commitment to any specific project which may result in a potentially significant impact on the environment.

**Summary Text:**

On October 4, 2024, the Community Services Department (CSD) received a Notice of Intent to Sell (“Notice”) of a two-bedroom residence at 2615 Caspia Lane, in Summerland (“Property”), which is included in the County’s Inclusionary Housing Program inventory. On October 21, the Owner was notified of the County’s intent to exercise an option to purchase the Property. The purchase price will be \$160,800, plus escrow fees and closing costs of approximately \$850. Unit rehabilitation costs of approximately \$19,000 to replace the backyard cement patio, the central heating component of the unit, and a repair of two kitchen outlets. The Property is subject to homeowner’s association dues of \$402/month, which would apply for the duration of the County’s ownership for 3 months until finding an eligible transferee through a Request for Proposals process. Staff is recommending the County proceed with the acquisition and subsequent disposition of the Property, these recommendations are primarily aligned with our organizational values regarding economy in government and with actions required by law or by routine business necessity.

On February 12, 2025 the County of Santa Barbara Planning Commission determined that the proposed acquisition and disposal of the parcel conforms with the Comprehensive Plan, including the Land Use Element, the Housing Element, the Coastal Land Use Element, the Summerland Community Plan. (Attachment C).

**Background:**

The initial buyer of the Property executed and recorded a “Resale Restrictive Covenant and Preemptive Right” (Covenant) on February 28, 2002. The Covenant contains resale restrictions, owner occupancy requirements, and allows the County to exercise an option to purchase the Property as discussed in the Summary above. The present owner’s Covenant expires in February of 2032.

This Covenant is enforceable against the current owner and successors in interest as an equitable servitude and covenant running with the land. Therefore, in the event the County purchases the property, it would be limited by the 2002 Covenant’s resale price restrictions. After acquiring the Property, the County would issue a Request for Proposals to identify prospective buyers to participate in a lottery and establish the ranking of an order by which County CSD would process Homeownership Applications to confirm eligibility and sell the unit to an eligible transferee, with an extended affordability term of at least 45 years from the date of the sale.

**Price and Terms**

The Covenant states the County shall pay the maximum resale price set by the State of California’s annual income limits and the County’s Inclusionary Housing Program calculations, \$160,800, unless the parties mutually agree to a lower price. Escrow fees and closing costs of approximately \$850, unit rehabilitation costs of approximately \$19,000, and the County’s payment of homeowner association dues of \$402/month would also apply to the total Project Costs of \$194,880 (which includes approximately \$13,000 in additional general plan compliance, recording, and agent commission fees). CSD estimates market value of the unit is approximately \$1,100,000; however, the County’s resale price would be limited to the deed restricted price of \$160,800.

**Fiscal and Facility Impacts:**

Funds to purchase the residence are available from the Affordable Housing Trust Fund (fund 0065).

**Fiscal Analysis:**

<b>Funding Source</b>	<b>FY [fiscal year 1]</b>	<b>FY [fiscal year 2]</b>	<b>FY [fiscal year 3]</b>	<b>Total</b>
General Fund				
State				
Federal				
Fees				
In-Lieu Fees	\$194,880			<b>\$194,880</b>
<b>Total</b>	<b>\$194,880</b>			<b>\$194,880</b>

**Narrative:**

In-lieu fees held in the County’s Housing Trust Fund will be used to purchase this unit, and will receive and hold funds once sold. The Property is subject to homeowner’s association dues of \$402/month, which would apply for the duration of the County’s ownership over a period of no more than 3 months. An alternative to the County purchasing the Property from the Owner would be to designate a governmental or non-profit organization to exercise its option to purchase. The County or its designee may assign the County’s option to purchase to an individual private buyer who meets the County’s eligibility requirements, allowing the private buyer to benefit from their replacement covenant’s expiration date of 2032.

**Special Instructions:**

After Board Action, please distribute as follows:

1. Execute two original copies of Attachment A. Retain one original with the Clerk of the Board files.
2. Second original Contract (Attachment A) and Minute Order sent to Community Services Department, Attn: Andrew Kish
3. Grant Deed, Attachment 1 to Attachment A, will be signed by the Owner with the assigned Escrow officer, after the Contract has been fully executed by the Chair of the Board.

**NOTE:** The certified second original copy of the Contract will be delivered to escrow by Housing & Community Development Division. Upon the recordation of the grant deed, Housing & Community Development Division will return a copy of the deed to the Clerk for its file and reference.

**Attachments:**

**Attachment A** – Real Property Purchase Contract and Escrow Instructions

**Attachment B** – Resolution of Intent to Purchase

**Attachment C** - Conformity Report and Planning Commission Action Letter required by GC § 65402(a)

**Authored by:**

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