

An aerial photograph of the Santa Barbara Ranch, showing a large area of land divided into numerous numbered lots. A prominent blue line outlines the perimeter of the ranch. The lots are numbered with various identifiers, including 12, 35, 42, 43, 44, 47, 48, 50, 51, 57, 66, 69, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82A, 82B, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107A, 107B, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250. A yellow dashed line runs across the upper portion of the map. The ranch is situated near a coastline with a beach and ocean visible at the bottom. The text 'SANTA BARBARA RANCH' is written in large yellow letters at the top, and 'DEVELOPER'S PRESENTATION' is written in smaller yellow letters below it. The text 'INLAND DEVELOPMENT AGREEMENT COMPLIANCE' is written in large black letters in the center, and 'Case No. 21APL-00000-00017' and 'DECEMBER 14, 2021' are written in black letters at the bottom.

# SANTA BARBARA RANCH

## DEVELOPER'S PRESENTATION

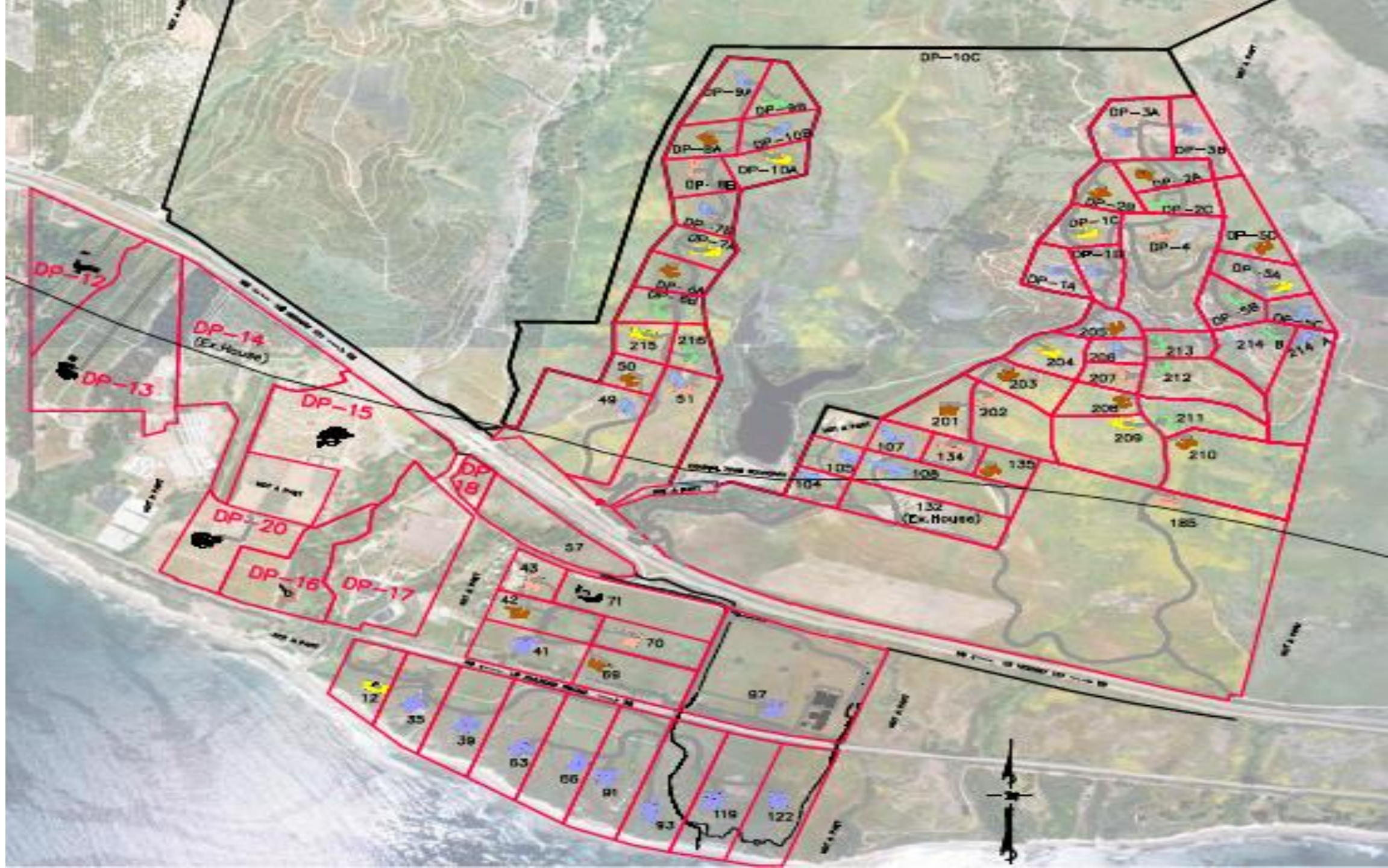
# INLAND DEVELOPMENT AGREEMENT COMPLIANCE

Case No. 21APL-00000-00017

DECEMBER 14, 2021



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I. County has determined that the Inland Project presents certain public benefits and opportunities which are advanced by County and Developer entering into this Agreement. The Inland Project Approvals will (i) reduce the overall development potential of legal lots within the Naples townsite, the development of which would result in a density of development that would be incompatible with rural character of the area, (ii) will result in development that is less visible from the Highway 101 corridor than could be achieved under the existing lot configuration on the SBR Inland Site, (iii) allow the County to manage the environmental resources on the Inland Project Site in a manner that could not be achieved if the existing lots on the SBR Inland Site are developed individually, (iv) result in the long term preservation of agricultural land on the Inland Project Site and eliminate potential for further development on the DPR Inland Site that might otherwise result if the existing lots on the SBR Inland Site are developed individually, (v) provide for package sewer treatment of wastewater in lieu of individual septic systems, with water reclamation, in furtherance of groundwater quality and water conservation objectives and (vi) otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

County has determined that the Inland Project presents certain public benefits and opportunities which are advanced by County and Developer entering into this Agreement.

The Inland Project Approvals will

(i) **reduce the overall development potential of legal lots within the Naples townsite**, the development of which would result in a density of development that would be incompatible with rural character of the area,

(ii) will result in development that is **less visible from the Highway 101** corridor **than** could be achieved under **the existing lot configuration** on the SBR Inland Site,

(iii) allow the County **to manage the environmental resources** on the Inland Project Site in a manner **that could not be achieved if** the existing lots on the **SBR Inland Site are developed individually,**

(iv) result in the **long term preservation of agricultural land** on the inland Project Site and eliminate potential for further development on the DPR Inland Site that might otherwise result if the existing lots on the SBR Inland Site are developed individually,

(v) **provide for package sewer treatment of -wastewater in lieu of individual septic systems,** with water reclamation, in furtherance of groundwater quality and water conservation objectives

# IDA Creek Restoration Terms

- Developer shall **pay** the sum of one hundred thousand dollars (**\$100,000**) **to a non-profit conservation organization** of Developer's choice **to initiate planning** to enhance areas of natural, scenic, wildlife, biological, open space, and drainage corridors within Dos Pueblos Creek consistent with ongoing agricultural use on lands within the Dos Pueblos Creek drainage ("Creek Restoration Plan").
- **The non-profit conservation organization shall be fully independent of the Developer**, shall be fully qualified and experienced in conserving open space and/or natural resources, **shall use its best faith efforts to complete a Creek Restoration Plan within one (1) year after the Effective Date** of this Agreement
- The **Developer** shall offer all **reasonable assistance** to accomplish this outcome.

# IDA Creek Restoration Terms

Prior to commencement of grading or construction of the Inland Project, **Developer shall pay** the sum of three hundred thousand dollars **(\$300,000) to a non-profit conservation organization** of Developer's choice to be used **to implement the Creek Restoration Plan.**

The **non-profit conservation organization shall use its best faith efforts to fully implement the Creek Restoration Plan** within three (3) years of after the Effective Date of this Agreement,

The Developer shall offer **all reasonable assistance to accomplish this outcome.**



# IDA Creek Restoration Terms

Developer **shall condition the payment** of the foregoing sums to the non-profit organization **to require the non-profit organization** to:

- (i) expend the funds for creek restoration elsewhere-on the Gaviota Coast in the event that the Creek Restoration Plan is not implemented within five (5) years of the Effective Date for any reason,
- (ii) obtain the County's written consent as to the alternative creek restoration project prior to expending said funds, and
- (iii) complete the alternative creek restoration project with seven (7) years of the Effective Date.

# IDA Creek Restoration Terms

The **expressed intent of** this subsection and **the Developer's obligation** hereunder is to **initiate planning and restoration efforts with the expectation** that the Developer's financial contribution will be used to attract other resources to complete the Creek Restoration Plan.

# IDA Creek Restoration Terms

Implementation of the Creek Restoration Plan shall be subject to and shall not occur until

- (i) the approval and permitting of the Creek Restoration Plan by governmental agencies as required by law,
- (ii) final approval and recordation of an Agricultural Conservation Easement from the California Department of Conservation with respect to the Inland Project Site,
- (iii) withdrawal of the Notice of Violation issued by the California Department of Fish & Game and the claims asserted in that notice, and
- (iv) consent of Dos Pueblos Ranch with respect to the activities that occur on Dos Pueblos Ranch.**

# Developer Fulfilled Its Obligations

1. Paid \$100,000 to CRT and assisted CRT in preparing a Dos Pueblos Creek Restoration Plan in 2015
2. Paid \$300,000 to CARCD in 2017 subject to an agreement requiring CARCD to comply with the IDA terms
3. Assisted CARCD in efforts to implement the Dos Pueblos Creek Implementation Plan through 2019, when the Dos Pueblos Ranch North owner did not consent.
4. Director's compliance determinations in 2015 – 2020 were not contested or appealed.
5. The appeal concerns a compliance determination made after the Developer's cooperation obligation ended.

# IDA – CURE PROVISION

A Default Notice shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured.

If the nature of the alleged failure is such that it cannot reasonably be cured within such thirty (30)-day period, then the commencement of the cure within such time period, and the -diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such thirty (30)-day period.

# CONCLUSION

1. The Director correctly found the Developer has complied in good faith with the IDA
2. The Director's determination is supported by substantial evidence
3. There is no basis to conclude that the Developer has not complied with the IDA in good faith

**THE APPEAL SHOULD BE DENIED**