

ATTACHMENT 3

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA BARBARA TO CANCEL THE EXISTING RICE RANCH DEVELOPMENT AGREEMENT AND APPROVE THE DEVELOPMENT AGREEMENT FOR THE MODIFIED RICE RANCH PROJECT, APNSs 101-380-001 THROUGH -003; 101-390-001, 002, -007, -008, -009; 101-400-001 THROUGH -003 101-440-001; AND, 101-470-001 THROUGH -016, LOCATED ON THE SOUTH SIDE OF STUBBLEFIELD ROAD AND RICE RANCH ROAD IN THE ORCUTT AREA, FOURTH SUPERVISORIAL DISTRICT.

Case No. 14ORD-00000-00004

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 cancels the existing Rice Ranch Development Agreement and approves a new Development Agreement between the County of Santa Barbara and Rice Ranch Community, LLC, which Development Agreement is attached hereto and incorporated herein by reference as Exhibit 1.

SECTION 2:

The Board of Supervisors is authorized and directed to execute said Development Agreement on behalf of the County of Santa Barbara. 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 and previously approved Development Agreement are attached hereto as Exhibits 1 and 2 respectively, and are incorporated by reference.

SECTION 3:

The Board of Supervisors finds that the provisions of the new Development Agreement are consistent with the Comprehensive Plan, Orcutt Community Plan, and Rice Ranch Specific Plan (as amended by the Board of Supervisors on _____).

SECTION 4:

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 Barbara News Press, 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 _____, 2015, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

PETER ADAM, CHAIR
Chair, Board of Supervisors
County of Santa Barbara

MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By _____
Deputy Clerk

APPROVED AS TO FORM:

MICHAEL GHIZZONI
COUNTY COUNSEL

By  _____
Deputy County Counsel

EXHIBIT

1. New Development Agreement
2. Approved Development Agreement

Exhibit 1
RICE RANCH DEVELOPMENT AGREEMENT
(Effective Date _____, 2016)

1.0 Recitals

- 1.1 Legal Authority for a Development Agreement. Pursuant to California Government Code sections 65864-65869.5 (the "Development Agreement Statute") the County of Santa Barbara ("County") hereby enters into this binding Development Agreement (hereinafter "Agreement") with Rice Ranch Ventures, LLC ("Owner"). Rice Ranch Ventures, LLC, as "Owner" under this Agreement, has assumed all right, title and interest in the Rice Ranch Project and currently holds a legal and/or equitable interest in certain real property located in the unincorporated area of the County, consisting of approximately 495.6 acres, which is part of the approximately 560 acres originally set apart for development of Rice Ranch: the original legal description for the 560 acres is attached as Exhibit "A" ("Rice Ranch Property"). This Development Agreement shall not be effective unless and until the Real Property Exchange Agreement is approved and executed by the County by the required four-fifths (4/5) vote, the land exchange is completed per the terms of the Real Property Exchange Agreement, and all documents related to the Real Property Exchange are recorded, thus allowing Owner to acquire an interest in certain property proposed to be used by the Modified Rice Ranch Project, which is currently owned by County. This Development Agreement shall apply to the property to be held by Owner after recordation of Tract Map 14,818 and completion of the Real Property Exchange Agreement as shown in Exhibit "G".
- 1.2 Original Entitlements. Development entitlements for the Rice Ranch Property were first issued by the County in December of 2003, and construction of improvements commenced and has continued since that date. Owner proposes to continue the development of Rice Ranch as a large-scale phased master planned community (the "Rice Ranch Project") in accordance with the approvals discussed in this document.
- 1.3 Original Development Agreement. The original Project Approvals were defined in the "Rice Ranch Development Agreement," effective date December 9, 2003 (hereinafter the "Original Agreement"; a copy of the Original Agreement is attached hereto as Exhibit "B").
- 1.4 Modified Rice Ranch Project. On February 28, 2014, Owner made an application which was deemed complete by the County on November 12, 2014. The application asked for modifications to the Specific Plan approved in 2003; specifically, a General Plan Amendment, Specific Plan, Tentative Tract Map, Development Plan, Development Agreement, and Large Lot Conveyance Map (collectively, the "2015 Project Approvals"), which were approved by the County on _____, 2015. A copy of

these 2015 Project Approvals is attached hereto as Exhibit "C" and incorporated herein by reference.

1.5 Requirements In The Original Agreement That Have Been Fulfilled: Owner has completed the following matters, as required in the Original Agreement, which the County acknowledges as complete:

(a) Dedication of Open Space. Under the original approvals in 2003, Owner made Offers to Dedicate certain property prior to or concurrent with the recordation of Master Tract Map 14,636, which were made when the map was recorded. In 2009 the County accepted the offer to dedicate the Community Park (Lot 5) and in 2011 the County accepted the offer to dedicate open space Lots 1 through 4 and the public access trails. This resulted in the transfer of more than 336 acres (gross) of open space in the Rice Ranch Property to the County. Since acceptance of the open space, County has requested that Owner be responsible for all manufactured slopes in the open space and Owner has proposed additional changes to the boundaries of the open space. Therefore, Owner proposes a land exchange to make minor adjustments between the County-owned open space and the Owner-held property (transferring manufactured slopes back to Owner as well as making other modifications to the open space from the 2003 approval) and exchanging Owner-held property to the County as part of the 2015 Project Approvals.

(b) Dedication and Improvement of Community Park. Owner offered to dedicate 26 acres for a Community Park to the County, which offer the County accepted, and Owner has completed all improvements to the Community Park required by the Original Approvals, as well as new and additional requirements requested by the County in 2007. In 2007, the County and the developer entered into a Park Improvements Reimbursement Agreement that allowed the financing of the additional facility improvements requested by the County through a credit towards the Developers Quimby fees for the Pine Creek and Oaks neighborhoods. The Community Park has been in use since March 28, 2009.

(c) Maintenance of the Community Park. On October 8, 2002, the County proposed and the voters approved a Community Facilities District No. 2001-1 for, *inter alia*, flood and storm protection services, fire and sheriff protection services, and maintenance of County parks, parkways and open space. The fees raised should have included maintenance of the 26-acre Orcutt Community Park at Rice Ranch. However, due to various factors, the fees collected have not provided enough funding to maintain the Orcutt Community Park, and therefore Owner has continued to maintain this County-owned park since 2009, at an approximately cost of \$40,000 annually.

(d) Dedication and Improvement of Neighborhood Parks. Owner has constructed and improved the 1.5 acre neighborhood park for the Oaks Neighborhood within Rice Ranch, but the County did not want to accept maintenance obligations for this park due to budgetary constraints. Therefore, as part of the 2015 Project

Approvals, the Oaks Neighborhood Park will be maintained by the Rice Ranch homeowners associations. Four other neighborhood parks will be constructed under the 2015 Project Approvals, and will also be maintained by the Rice Ranch homeowners associations, as further described in Exhibit "C."

(e) Dedications and Improvements of Trails. Under the Original Approvals, Owner offered to dedicate and improve approximately eight (8) miles of trails within the open space. To date, approximately 4.7 miles of trails have been constructed. Owner was required to, and has, bonded such trail improvements in the amount of \$250,000.00, which bond for trails was required as part of the Original Approvals. Work on the trails has continued from the date of the Original Approvals through the present time. Owner and County agree and acknowledge that the dedications and improvements of the remaining 3.2 miles of trails will continue under the 2015 Project Approvals.

(f) Other Offers To Dedicate. Owner made an offer to dedicate two parcels of land, 1.4 acres and 9.4 acres, respectively to the Orcutt Union School District ("School District"); however, the School District has not yet accepted the offer to dedicate.

(g) Completion of Other Conditions From The Original Agreement. Since the Original Project Approvals, Owner or its predecessor-in-interest has completed numerous dedications, construction of roadways, installation of lighting and completion of other requirements set forth in the conditions. A matrix showing the Conditions of Approval from 2003 and its current status is attached as Exhibit "D" hereto.

2.0 Benefits

2.1.1 Benefits of This Agreement To County. Under both the Original Approvals and the 2015 Project Approvals, County receives benefits from the Rice Ranch Project as follows:

(a) Dedication of Parks and Open Space. Under the Original Agreement, the County received certain offers to dedicate, some (but not all) of which have been accepted by the County and the School District. County acknowledges that it received a benefit because the offers to dedicate were made concurrently with recordation of Master Tract Map 14,636, so such dedications were assured. Since the approval of the Original Agreement in 2003, Owner has made offers to dedicate the open space, the 26-acre Community Park, and the 1.5 acre Oaks neighborhood park, and has constructed both the 26-acre Orcutt Community Park, and the 1.5 acre Oaks neighborhood park, which have provided significant recreational benefits to the citizens of the County, and Owner has continued to provide funds to maintain the Orcutt Community Park, although there has been no legal obligation to do so.

(b) Owner To Maintain Neighborhood Parks. The County requested that the five neighborhood parks approved as part of the Original Project Approvals be maintained by Owner, instead of by County, and therefore as part of the 2015 Project Approvals, the ownership and maintenance duties for the neighborhood parks has been shifted to Owner. This eliminates any future obligation for the County to maintain these neighborhood parks, which has provided a financial benefit to the County.

(c) Owner To Maintain Manufactured Slopes. Since the approval of the Original Agreement in 2003, the County has requested modifications to the Open Space Dedication accepted by the County. Specifically, the County has requested that all manufactured slopes within the open space be maintained by Owner, and therefore as part of the 2015 Project Approvals, Owner proposes to modify the boundaries of the open space. This eliminates any future obligation of the County to maintain areas with manufactured slopes, which is a financial benefit to the County.

(d) Owner To Maintain Rice Ranch Roads. In 2003, County's Public Works Department expected to accept dedication of certain roads within the Rice Ranch Project; however, due to changes in the economy since 2003, the Public Works Department does not want to accept dedication of any new roads that require future expenditure of Public Works Department funds for future maintenance costs. Therefore, the Public Works Department has requested modifications to the Rice Ranch Project to ensure certain roads within the Rice Ranch Project, roads that will be constructed to County standards, will not be maintained by the County, but by the homeowners associations of Rice Ranch, and Owner has agreed. Therefore, County will receive financial benefits from the approval and execution of this Agreement.

(e) Dedication of School Site. Under the Original Agreement, the School District received certain offers to dedicate, which have yet to be accepted by the School District. County acknowledges that it received a benefit because the offers to dedicate were made concurrently with the Original Project Approvals, so such dedications were assured.

(f) Use of The Inclusionary Housing Ordinance. Since the approval of the Original Agreement in 2003, the County has approved and adopted the Inclusionary Housing Ordinance (Ordinance 4855, dated May 14, 2013). County and Owner agree that due to changes in the housing market since 2003, and in lieu of the original affordable housing element in the Rice Ranch Specific Plan, that the Inclusionary Housing Ordinance will instead be applied to the modified Specific Plan and related approvals. Application of and compliance with the Inclusionary Housing Ordinance will provide significant benefits to the citizens of the County.

2.2 Benefits of This Agreement To Owner. Under both the Original Approvals and the 2015 Project Approvals, Owner receives benefit as follows:

(a) Minor Modifications To The Project Boundaries. Since the approval of the Original Agreement in 2003, the County has requested that Owner maintain manufactured slopes. Owner proposes to maintain the manufactured slopes by modifying the boundaries of the Open Space Dedication previously accepted by the County. Owner has requested adjustments to certain lot lines as well, in order to achieve a better, more well-designed project. Therefore as part of the 2015 Project Approvals, the boundaries of the open space will be modified and adjusted, which will provide a benefit to Owner.

(b) Use of the Inclusionary Housing Ordinance. Owner would prefer to use the in-lieu fee component of the Inclusionary Housing Ordinance to assist in providing affordable housing for the citizens of the County, rather than construct affordable housing units at Rice Ranch. Approval of 2015 Project Approvals allows application of the 2013 Inclusionary Housing Ordinance to the project and with the proposed amendments to the Comprehensive Plan, the Owner is able to receive the benefit of paying in-lieu fees instead of building affordable units onsite.

(c) Extension of Time To Complete Project. Since the approval of the Original Agreement in 2003, there have been significant changes in the overall economy. The County want to see completion of the Rice Ranch Project.. Therefore, Owner will receive benefits from the approval and execution of this Agreement.

3.0 Obligations of Parties.

3.1 County. The County agrees that:

3.1.1 Term. Under this Agreement, Owner has a vested right to develop the Rice Ranch Project in accordance with the 2015 Project Approvals for the submittal as described herein, and the policies, rules and regulations of the County ("Applicable Rules") in effect on _____, 2015 ("Applicable Rules Effective Date" as that time is identified in Section 1.1), for fifteen (15) years from the date of this Agreement ("Term").

3.1.2 Owner Rights To Develop. The County and Owner intend that Owner shall have such rights to develop the Rice Ranch Project in accordance with the 2015 Project Approvals for the submittal as described herein, including application and use of the Inclusionary Housing Ordinance, to the full extent provided for in the Development Agreement Statute and

case law construing or interpreting Development Agreements, except as expressly modified by this Agreement and the 2015 Project Approvals.

3.1.3 Development Agreement Statute Applies. This Agreement shall be subject to all the requirements and obligations of a Development Agreement under the Development Agreement Statute.

3.1.4 Limit On Type Of Impact Fees. The County agrees to the types of all impact fees within the control of the County shall be limited to those types of fees in effect as of the date of this Agreement. The types of fees currently in effect include, but are not limited to, the following:

See Attached Exhibit "E": Orcutt Impact Fees & Exhibit "F"
Santa Barbara County Land Development Fees, effective as of
December 2015

3.2 Owner. The Owner agrees that:

3.2.1 Revised Dedications of Open Space and Parks. Owner made all offers to dedicate as proposed under the Original Project Approvals, prior to or concurrent with recordation of Master Tract Map 14,636. Owner has made the Open Space Dedication and has dedicated and constructed the 26-acre Orcutt Community Park with recordation of Tract Map 14,430. Upon approval and execution of the Real Property Exchange Agreement, County and Owner agree that as part of the 2015 Project Approvals there will be minor adjustments to the boundaries of the dedicated open space and Orcutt Community Park due to changes in the orientation and size of certain of the lots within the modified Specific Plan, and because the County's Parks Department policy is that manufactured slopes are not appropriate within the open space areas under County control. Owner agrees to re-dedicate the Open Space and parks to accomplish the proposed land exchange, as described in more detail below. County and Owner agree that such adjustments are not material changes and that no additional dedication of open space or parks shall be required of Owner, other than as set forth below.

3.2.2 Minor Boundary Adjustments. To effectuate the minor adjustments to the boundaries of the dedicated open space and Orcutt Community Park generally described above, if approved by a four-fifths (4/5) vote of the County, the County and Owner shall enter into a Real Property Exchange Agreement under Government Code section 25365(b) that sets forth the summarized process below in more detail. In accordance with that

agreement, Owner shall obtain from Owner's Lender (Wells Fargo) an executed deed of reconveyance releasing any and all interest in the Rice Ranch Property encumbered by the Deed of Trust, County shall quitclaim to Owner the County's fee title ownership in the existing Rice Ranch Property, Owner shall deposit \$8,500 in escrow as payment to balance the transaction, and Owner shall dedicate to County on the face of the new Final Map, as required by California Government Code section 66439, the adjusted open space lots and Orcutt Community Park contained in the new Map, No. 14,818. The adjusted lots and for the County Open Space, the Orcutt Community Park, and Bradley and Stubblefield Roads are being created by Owner via recordation of Map 14,818, through the merger and resubdivision provisions of California Government Code Section 66499.20.2 at the moment Owner holds title to the entire property. This process is outlined in more detail in the Land Exchange Agreement between Owner and County. This Development Agreement shall not be effective unless and until the time identified in Section 1.1.

- 3.2.3 Construction and Maintenance of Neighborhood Parks. Under the Original Agreement and Original Project Approvals, there were to be five neighborhood parks to be dedicated to the County, of which the Oaks Neighborhood Park was completed in 2014. The County has informed Owner that it will not accept dedication of these neighborhood parks due to County budgetary constraints regarding maintenance. As a result, County and Owner acknowledge that the Oaks Neighborhood Park and the four yet-to-be-constructed neighborhood parks (in the Pine Creek, Meadows, Grove and Valley View neighborhoods) will not be developed as noted in the Original Project Approvals, but will instead be developed as described in the 2015 Project Approvals, and maintained by the Rice Ranch homeowners' associations. The timing of the construction of each of these parks will be as follows: the park for each remaining neighborhood will be completed on or before the County issues an occupancy permit for the unit that completes the first half of the neighborhood; by way of example, the Meadows neighborhood includes 155 housing units. By the time the occupancy permit is issued for the 77th unit, the neighborhood park for Meadows must be completed.
- 3.2.4 Maintenance of Roads Within Rice Ranch. Under the Original Agreement and Original Project Approvals, Owner was to construct roads within Rice Ranch to County road standards, and then dedicate those roads to the County. County Public Works has requested that such roads be

maintained instead by the Rice Ranch homeowners associations, and Owner has agreed to such maintenance obligation.

3.2.5 Compliance With Inclusionary Housing Ordinance. Owner will comply with, and take actions consistent with, the in-lieu fee component of the County's 2013 Inclusionary Housing Ordinance (Ordinance No. 4855, hereinafter "IHO") in the completion of the Rice Ranch Project and the 2015 Project Approvals. Owner agrees to pay fees in accordance with the IHO, which was adopted by the County in 2013 and allows for, along with the proposed amendment to the Orcutt Community Plan for the payment of in-lieu fees instead of building affordable housing units on a particular site. As part of an annual adjustment, the County has adjusted the IHO requirements for moderate and workforce income categories to zero in the Santa Maria Housing Market Area because the median sale price of all housing units in the Santa Maria Housing Market Area is affordable to moderate and workforce income households. Thus, the IHO requires that the 2015 Project price-restrict 2.5% of housing units to the low level and price-restrict 2.5% of housing units to the very low level. These requirements are proposed by Owner to be satisfied with the payment of in-lieu fees, as follows:

(a) Total Project Fees: Fees will be paid for five percent (5%) of the 725 units anticipated under the Modified Project Approvals, or 36.25 units of the total project units, with in-lieu fees at \$62,100.00 per unit, for a total of \$2,251,125.00 due under the IHO. Because Owner previously sought and received a recorded map modification to postpone construction of price-restricted units until later phases of the development (after homes in the Oaks and Pine Creek neighborhood were constructed), Applicant has agreed that the total in-lieu fee paid will be based on the total number of units proposed for the Rice Ranch Property (725).

(b) Phase 1: For the already-constructed homes in the Pine Creek and Oaks neighborhoods, Phase 1 of the project, Owner agrees to pay an in-lieu fee of \$605,553.00. The percentage of in-lieu fees owed under Phase 1 of the Rice Ranch Project is approximately 26.9% of the total due ($195 \text{ homes} / 725 \text{ homes} = 26.9\%$; $26.9\% \text{ of } \$2,251,125.00 = \$605,553.00$). The first affordable in-lieu fee payment of \$605,553.00 for the Oaks and Pine Creek neighborhoods is due within 30 days of project approval.

(c) Phase 2: Phase 2 consists of 66 homes. The percentage of in lieu fees owed under Phase 2 is 9.1% (66 homes/725 homes = 9.1%; 9.1 % of \$2,551,125.00 = \$232,243.00). The in-lieu payment for Phase 2 homes is due prior to the recordation of Phase 2.

(d) Subsequent Phases: After the payment of the fees for Phase 1 and Phase 2, each corresponding in-lieu payment would be due prior to the recordation of that phase. If there are changes to, or repeal of, the IHO after the date of this Agreement, including any annual adjustments of inclusionary housing requirements for moderate and workforce income categories (which are currently adjusted to zero), the parties acknowledge that the IHO in effect as of the date of this Agreement will control.

4.0 Project Development

4.1 Conflicting enactments. Except as otherwise provided herein, any change in the Applicable Rules, including, without limitation, any change in any applicable general, area or specific plan, zoning, subdivision or building regulation, adopted or becoming effective after the Applicable Rules Effective Date, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the County Board of Supervisors, the Planning Commission or any other board, commission or department of County, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Rice Ranch Project and which would conflict in any way with, be more restrictive, or impose greater obligations or burdens on Owner, than the Applicable Rules (“Subsequent Rules”), shall not be applied by County within the Rice Ranch Project unless both Owner and County consent in writing.

4.2 Expiration. Following the expiration of the Term, this agreement shall be deemed terminated and of no further force and effect except as to actions arising from enforcement of its terms during the Term; provided, however, such termination shall not affect any right or duty arising from County approvals, including, without limitation, the 2015 Project Approvals, and provided that any ongoing construction work being performed pursuant to the 2015 Project Approvals shall be allowed to be completed pursuant to the Applicable Rules notwithstanding the termination of this Agreement.

- 4.3 Term of Maps and Other Approvals. Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any subdivision or parcel map that may be processed on all or any portion of the Rice Ranch Project, and the term of each of the 2015 Project Approvals shall be extended for a period of time through the scheduled termination date of this Agreement as set forth in Section 3.1.1, above.
- 4.4 Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984), 37 Cal.3d 465, that failure of the parties therein to 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' intent to cure that deficiency by acknowledging and providing that Owner shall have the right (without obligation) to develop portions of the Rice Ranch Project in such order and at such rate and at such times as Owner deems appropriate within the exercise of its subjective business judgment.
- 4.5 Moratoria/Initiatives. No County-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Rice Ranch Project, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the County Board of Supervisors, the Planning Commission, an agency of County, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within County, or portions of County, shall apply to the Rice Ranch Project under the 2015 Project Approvals.
- 4.6 Vesting of Owner's/Developer's Rights. The rights to the Applicable Rules and entitlements pursuant to the 2015 Project Approvals granted to Owner pursuant to this Agreement shall be and constitute "vested rights" or the equivalent of "vested rights" applicable to the development of land and property and the right of a public entity to regulate or control such development of land or property, including, without limitation, vested rights to land use permits, building permits and certificates of occupancy consistent therewith, unless the County determines that failure to apply a new ordinance or regulation would place the residents of Rice Ranch or other residents of the County in a condition of substantial danger to their health or safety, or both. The county may condition or deny an entitlement, permit, extension or approval as may be necessary to comply with later enacted state or federal laws and regulations.

5.0 Cooperation of Implementation.

- 5.1 Further Assurances: Covenants to Sign Documents. Each party shall take all actions and do all things, and execute, with acknowledgment or affidavit, if required, any and all documents and writings, that may be necessary or proper to achieve the purposes and objectives of this Agreement.
- 5.2 Processing by County. Upon satisfactory completion by Owner of all required preliminary actions and payments of appropriate processing fees, if any, County shall subject to all legal requirements, initiate process, complete at a reasonable time all required steps, and grant ministerial approvals or permits necessary for the development by Owner of the Rice Ranch Project in accordance with this Agreement, including but not limited to, the processing of applications for and issuing of all ministerial approvals required for the implementation of and the determination of conformance with the 2015 Project Approvals, this Agreement, and Applicable Rules as necessary for the completion of the development of the Rice Ranch Project (“Ministerial Approvals”).
- 5.3 Processing during litigation. The filing of any third party lawsuit(s) against County or Owner relating to this Agreement or to other development issues affecting the Rice Ranch Project shall not delay or stop the development, processing or construction of the individual Planning Areas, approval of the Future Approvals, or issuance of Ministerial Approvals, unless the third party obtains a court order enjoining or otherwise preventing the activity. County shall not stipulate the issuance of any such order.
- 5.4 Defense of Agreement. Owner shall indemnify, and offer to defend and hold harmless County and its officers, employees and agents from and against any and all losses, liabilities, fines, penalties, costs, claims, demands, damages, injuries or judgments arising out of, or resulting from, County’s approval of this Agreement or either party’s performance pursuant to this Agreement. Owner agrees that Owner’s counsel will not disclose any information confidential to the County, gained during such defense, in any future proceedings where County may be adverse to Owner or Owner’s counsel, including quasi-judicial, administrative proceedings. County further irrevocably agrees not to assert any representation in such defense by Owner’s counsel as a potential conflict of interest in any future quasi-judicial, administrative proceeding, where County is a permitting agency, not related to the Rice Ranch Project and hereby irrevocably waives any actual or potential conflict of interest under such circumstances. If this Agreement is adjudicated or determined to be invalid or unenforceable, County agrees, subject to all legal requirements, to

consider modifications to this Agreement to render it valid and enforceable to the extent permitted by applicable law.

- 5.5 Cooperation when County body also serves as other agency body. The County, its Board of Supervisors, the Laguna County Sanitation District, Santa Barbara Flood Control and Water Conservation District, the Community Facilities District 2002-1, and the Santa Barbara County Water Agency shall not take any action that conflicts with County's obligations under this Agreement. In addition, County agrees to cooperate with Owner in obtaining the approval of other public agencies and Departments by providing any documents or certificates reasonably required to process and obtain such permits and approvals from other governmental agencies.
- 5.6 State or Federal Laws. In the event that state or federal laws or regulations, enacted after the Agreement has been entered into, prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such later enacted State or Federal laws or regulations.
- 5.7 County Discretion. County retains full discretion in any future discretionary actions with respect to the Rice Ranch Project consistent with the Applicable Rules and section 5.6 herein.

6.0 General Provisions

- 6.1 Covenants Run with the land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, reorganization, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Rice Ranch Project, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.
- 6.2 Transfer and Assignment, Right to Assign. Owner shall have the right to sell, assign or transfer all or portions of the real property comprising the Rice Ranch Project to any person at any time during the term of this Agreement.
- 6.2.1 Liabilities Upon Transfer. Upon the delegation of all duties and obligations and the sale, transfer or assignment of all or any portion of the Rice Ranch Property, Owner shall be released from its obligations under

this Agreement with respect to the Rice Ranch Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer if (i) Owner has provided to County fifteen (15) business days' written notice of such transfer and (ii) the transferee has agreed in writing to be subject to all of the provisions hereof applicable to the portion of the Rice Ranch Property so transferred and (iii) owner is not in default of this Agreement and (iv) the Board of Supervisors agrees to release the Owner from its duties and obligations under this agreement, which release shall not be unreasonably withheld. As to item (iv) above, County's failure to respond within 30 days of the receipt of notice shall be deemed an agreement to release the Owner. Upon any transfer of any portion of the Rice Ranch Property and the express assumption of Owner's obligations under this Agreement by such transferee, County agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Rice Ranch Property acquired by such transferee. A default by any transferee shall only affect that portion of the Rice Ranch Property owned by such transferee and shall not cancel or diminish in any way Owner's rights hereunder with respect to any portion of the Rice Ranch Property not owned by such transferee. The transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Rice Ranch Property owned by such transferee, and any amendment to this Agreement between County and a transferee shall only affect the portion of the Rice Ranch Property owned by such transferee.

6.3 Statement of Compliance. Within sixty days following any written request which either County or Owner may make from time to time, the other shall execute and deliver to the requesting party a statement certifying that: (1) this Agreement has not been modified 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; (2) there are no current known uncured defaults under this Agreement or specifying the dates and nature of any such defaults; and (3) any other reasonable information requested. The failure to deliver such statement within such time shall be conclusive upon the party which fails to deliver such statement that this Agreement is in full force and effect without modification and that there are no uncured known defaults in the performance of the requesting party. The County Administrative Officer shall be authorized to execute any certificate. County and Owner may make only one request for a Statement of Compliance, respectively, within any twelve month period beginning at the Applicable Rules Effective Date or the date of an immediate past request by the requesting party, whichever occurred

last. County shall not be bound by a statement of compliance if a default existed at the time of execution, but was concealed from the County.

6.4 Default. Failure by County or Owner to perform any term or provision of this Agreement for a period of sixty days, subject to extensions to time by mutual consent in writing, from the receipt of written notice thereof from the other shall constitute a default under this Agreement. Said notice shall specify in detail the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 60-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the foregoing, after notice and expiration of the 60-day period without cure, the notifying party, at its option, may institute legal proceedings pursuant to this Agreement and subject to Section 7.8 hereof, and/or give notice of intent to terminate this Agreement, in the manner provided by Government Code Section 65867 for adoption of a development agreement. Following public hearing before the Board of Supervisors as provided in Section 65867, the party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

6.5 Default Remedies. In addition to that provided for in Section 6.4, in the event either party defaults (as defined in Section 6.4) under the terms of this Agreement, the other party shall have all rights and remedies provided herein or under applicable law, including the specific performance of this Agreement.

6.6 Legal Action. Any party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto. Venue in any legal action instituted in the Superior Court of the State of California shall be Santa Barbara County. Venue in any legal action instituted in United States District Courts shall be in the Central District of California.

6.7 Waiver & Remedies. Failure by County or Owner to insist upon the strict performance of any of the provisions of this Agreement, irrespective of the length of time for which such failure continues, shall not constitute a waiver of the right to demand strict compliance with this Agreement in the future. No waiver by County or Owner of a default or breach of any other party shall be effective or binding upon it unless made in writing, and no such waiver shall be implied from any omission by

County or Owner to take any action with respect to such default or breach. No express written waiver of any defaults or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified in such express waiver. One or more written waivers of a particular default or breach under any provision of this Agreement shall not be a waiver of any subsequent default or breach of that provision or the performance of the same or any other term or provision contained in this Agreement. Subject to notice of default and opportunity to cure under Section 7.5, all of the remedies permitted or available under this Agreement, at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

6.8 Non-Recourse. The obligations of Owner under this Agreement shall be without recourse to the assets of the general partners or of any general partner, officer, shareholder, director, unit holder or employee of Owner or any general partner of Owner. The sole recourse of County for any obligation of Owner under this Agreement shall be limited solely to the value of the Rice Ranch Property and 2015 Project Approvals.

6.9 Permitted Delays & Supersedure By Subsequent Laws.

6.9.1 Permitted Delays. In addition to any specific provisions of this Agreement, performance of obligations hereunder shall be excused and the Term of Agreement shall be similarly extended during any period of delay caused at any time by reason of: acts of God, such as floods, earthquakes, fires, or similar catastrophes; wars, riots or similar hostilities; strikes and other labor difficulties beyond the party's control (including the party's employment force); the enactment of new laws or restrictions imposed or mandated by other governmental or quasi-governmental entities preventing this Agreement from being implemented; litigation involving this Agreement, the Original Project Approvals, the 2015 Project Approvals, Future Approvals or Ministerial Approvals, which directly or indirectly delays any activity contemplated hereunder or other causes beyond the party's control. County and Owner shall promptly notify the other party of any delay hereunder as soon as possible after the same has been ascertained. Owner and County, by mutual consent, may elect to extend the term of this Agreement for the duration of the period during which such permitted delay precludes compliance with the provisions of this Agreement.

6.9.2 Supersedure by Subsequent Laws. If any federal or state law, made or enacted after the Applicable Rules Effective Date prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new law. Immediately after enactment or promulgation of any such new law, County and Owner shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. Owner and County shall have the right to challenge the new law preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. Owner and County, by mutual consent, may elect to extend the term of this Agreement for the duration of the period during which such new law precludes compliance with the provisions of this Agreement.

6.10 Amendments. This Agreement may be amended from time to time by mutual consent of the parties to this Agreement, in accordance with the provisions of Government Code sections 65867 and 65868.

7.0 Miscellaneous Provisions

7.1 Incorporation of Recitals and Exhibits. *Exhibits "A" through "G"* attached hereto and referred to herein are incorporated in this Agreement as though fully set forth in the body hereof. For reference purposes, those exhibits are: Exhibit "A": Legal description of the Rice Ranch Property; Exhibit "B": The Original Development Agreement from 2003, with attachments; Exhibit "C": 2015 Project Approvals as approved by the County on _____, 2015; Exhibit "D": the Conditions of Approval imposed on the Rice Ranch Project in 2003, and the status of each condition as of 2015; Exhibit "E": Orcutt Impact Fees as of 2015; Exhibit "F": Santa Barbara County Land Development Fees, and Exhibit "G": Large Lot Conveyance Map.

7.2 Negation of Partnership. The Rice Ranch Project constitutes private development, neither County nor Owner is acting as the agent of the other in any respect hereunder, and County and Owner are independent entities with respect to the terms and conditions of this Agreement. None of the terms or provision of this Agreement shall be deemed to create a partnership between or among the parties in the businesses of Owner, the affairs of County, or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

- 7.3 No Third party beneficiary. This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in any person who is not a party, unless expressly otherwise provided.
- 7.4 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.
- 7.5 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement, as so invalidated, would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement and the rights and obligations of the parties hereto.
- 7.6 Construction. The provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against Owner or County and consistent with the provisions hereof, in order to achieve the objectives and purposes. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine general shall include the feminine or neuter genders, or vice versa.
- 7.7 Section Headlines. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.
- 7.8 Applicable law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the parties hereto and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

7.9 Notice. Any notice shall be in writing and given by delivering the same in person or by sending the same registered, or certified mail, return receipt requested, with postage prepaid, by overnight delivery, or by facsimile to the respective mailing addresses, as follows:

County: Ms. Mona Miyasato
County Administrator
County of Santa Barbara
105 East Anapamu Street, Suite 406
Santa Barbara, CA 93101
Email: _____

Copy to: Michael Ghizzoni, Esq.
County Counsel
County of Santa Barbara
105 East Anapamu Street, Suite 201
Santa Barbara, CA 93101
Email: _____

Owner: Rice Ranch Ventures, LLC
Attn: John Scardino
1640 Trilogy Parkway
Nipomo CA 93444
Email: italianesq@aol.com

Copy to: Rice Ranch Communities, LLC
Attn: Andrew Daymude
1640 Trilogy Parkway
Nipomo CA 93444
Email: andrew.daymude@sheahomes.com

Copy to: Kate Neiswender, Esq.
Law Office of K.M. Neiswender
Post Office Box 24617
Ventura, CA 93002
Email: kmn-law@sbcglobal.net

County or Owner may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten (10) days prior to the date such change is effected. All notices under this Agreement shall be deemed given, received, made or communicated on the earlier of the date personal delivery is effected or on the delivery date or attempted delivery date shown on the return receipt or air bill. Delivery by email shall not be an effective means of delivering notice; however, any notice provided should, whenever possible, be given by email as well as other means of allowed delivery.

7.10 Time is of the essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

7.11 Recordation. In order to comply with section 65868.5 of the Government Code, the parties do hereby direct the County Clerk to record a copy of this Agreement with the County Recorder of Santa Barbara County within ten (10) days after the County enters into the Development Agreement.

7.12 Successors and Assigns. The provisions of this Agreement shall be binding of the parties hereto, and subsequent owner of all or any portion of the property and their respective successors and assigns. Any successors in interest to the County shall be subject to the provisions set forth in sections 65865.4 and 65868.5 of the California Government Code.

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

“County”
COUNTY OF SANTA BARBARA

By: _____
Chair
LAGUNA COUNTY SANITATION DISTRICT

By: _____
Chair
SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____
Chair

ATTEST: _____
Mona Miyasato, County Administrator

Approved as to Form:
Michael C. Ghizzoni,
County Counsel

BY _____
Deputy County Counsel

“Owner”
RICE RANCH VENTURES, LLC

By: _____
John Scardino, Authorized Signatory

By: _____
Kate M. Neiswender, Counsel for Owner

EXHIBITS

Exhibit "A": Legal description of the Rice Ranch Property

Exhibit "B": The Original Development Agreement from 2003, with attachments

Exhibit "C": 2015 Project Approvals as approved by the County on _____,
2015

Exhibit "D": the Conditions of Approval imposed on the Rice Ranch Project in
2003, and the status of each condition as of 2015

Exhibit "E": Orcutt Impact Fees and Santa Barbara County Land Development Fees
as of 2015

Exhibit "F": Santa Barbara County Land Development Fees

Exhibit "G": Large Lot Conveyance Map

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ONE:

(a) The South half of the Southwest quarter of Section 13, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874 and November 2, 1891, respectively.

EXCEPTING therefrom that portion described as follows:

Commencing at a point in the Section line 15 chains East of the corner of Sections 13, 14, 23 and 24 in Township 9 North, Range 34 West, San Bernardino Meridian; and running thence North, 11° East, across valley 9.23 chains to the foot of the hills; thence East 24 chains thence South 9 chains; thence West 25.50 chains to the point of beginning.

(b) The Southeast quarter and the Northeast quarter of the Southwest quarter of Section 14, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General, October 26, 1874, and November 2, 1891, respectively.

EXCEPTING therefrom that portion, 8.61 acres, conveyed to Orcutt Union School District, by deed recorded July 29, 1963 as Instrument No. 32060 in Book 2004, Page 1381 of Official Records.

(c) The West half of the Northeast quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Meridian in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General, October 26, 1874 and November 2, 1891, respectively.

EXCEPTING therefrom that portion, 3 acres, conveyed to California Consolidated Water Co., Inc., a California Corporation, by deed recorded December 3, 1964, as Instrument No. 51034 in Book 2081, Page 1005 of Official Records.

(d) That portion of the Northeast quarter of the Northeast quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of

California, according to the Official Plat of said land approved by the Surveyor General, April 9, 1861, described as follows:

Commencing at a point 20 chains West of the common corner of Sections 13, 14, 23 and 24 in Township 9 North, Range 34 West, San Bernardino Meridian, and running thence South 9.50 chains; thence North $72\text{-}3/4^\circ$ East 5.50 chains; thence South $17\text{-}1/4^\circ$ West 1.50 chains; thence North $72\text{-}3/4^\circ$ East, 4.50 chains; thence North $17\text{-}1/4^\circ$ East, 1.50 chains; thence North $72\text{-}3/4^\circ$ East, 11 chains; thence North 3.25 chains; thence West 20 chains to the point of beginning.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

(e) That portion of the Northeast quarter of the Northeast quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyors General April 9, 1861, described as follows:

Beginning at a stake marked "B 15" standing in section line between Sections 23, 24 in Township 9 North, Range 34 West, San Bernardino Meridian, said point of beginning being distant South 3.25 chains from the common corner of Sections 13, 14, 23, 24 and running thence along section line, South 3.96 chains to stake marked "B 17", and thence South $75^\circ 30'$ West 5.76 chains to a stake marked "B 18"; thence North 3.96 chains to stake marked "B 20"; thence North $75^\circ 30'$ East 5.76 chains to the point of beginning.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

PARCEL TWO:

(a) The Southeast quarter of the Southwest quarter of Section 14, Township 9 North, Range 34 West; San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

(b) That portion of the West half of the Southwest quarter of Section 14, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861, described as follows:

Commencing at the Southeast corner of the West half of the Southwest quarter of said Section 14; thence running West 600 feet; thence at right angles North 1812 feet; thence at right angles East 600 feet; thence at right angles South 1812 feet to the point of beginning.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

(c) That portion of the West half of the Southwest quarter of Section 14, Township 9 North, Range 14 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861, described as follows:

Commencing 25 feet South of the Northeast corner of the West half of the Southwest quarter of said Section 14; thence South 11 chains and 91 links to the North boundary of the land owned by J. C. Heacox; thence West along said boundary 9 chains and 9 links; thence North 11 chains and 91 links to the county road; thence East 9 chains and 9 links to the point of the beginning.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

PARCEL THREE:

The North half of the Northwest quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

PARCEL FOUR:

The South half of the Southeast quarter of Section 13, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the official Plat of said land approved by the Surveyor General April 9, 1861.

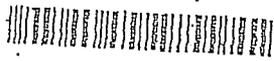
The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

PARCEL FIVE:

The Northwest quarter of the Southeast quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Base and Meridian, in the County of Santa Barbara, State of California, according to the official plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

EXHIBIT B



2004-0014379

Recorded
Official Records
County of
SANTA BARBARA
JOSEPH E. HOLLAND
Recorder

REC FEE .00
FREE CO .00
FREE CO .00

11:43AM 17-Feb-2004

FNN
Page 1 of 170

Recording Requested by:

Date: February 17, 2004
Return by interoffice mail to:
Clerk of the Board
105 E. Anapamu St Room 407
Santa Barbara CA
Attn: Wendy L. Ayala

Handwritten initials and marks

NO FEE PER GOVERNMENT CODE 6103

Title(s)

RICE RANCH DEVELOPMENT AGREEMENT
FINAL TRACT MAP 14,636
PARCEL #101-010013, 105-140-16, 101-020-04
Clerk of the Board File No. 03-01061

RICE RANCH DEVELOPMENT AGREEMENT

1.0 Recitals

1.1 Legal Authority for a Development Agreement. Pursuant to California Government Code sections 65864-65869.5 (the "Development Agreement Statute") the County of Santa Barbara ("County") hereby enters into this binding Development Agreement with McCadden, LLC ("Owner"), which has a legal or equitable interest in certain real property located in the unincorporated area of the County, consisting of approximately 626 acres, as more particularly described in Exhibit "A" ("Rice Ranch Property"). Owner proposes to develop Rice Ranch as a large-scale phased master planned community (the "Rice Ranch Project") in accordance with the Project Approvals, as defined below.

1.2 Project Approvals. Owner made a completed application on April 17, 1998 for County approvals to develop the Rice Ranch Project, including a Specific Plan, a Tentative Tract Map, Development Plans, a Large Lot Conveyance Map, and a Development Agreement (collectively, the "Project Approvals"), which were approved by the County on ~~December 9~~, 2003. The Project Approvals are attached and incorporated hereto as Exhibits "A1- A15"

1.3 Offers to Dedicate. Owner has agreed to offer for dedication the following: 343 acres of open space to the County; 32.7 acres of parkland to the County; and two parcels of land, 1.4 acres and 10.6 acres, respectively to the Orcutt Union School District ("School District") (collectively, "Offers to Dedicate").

2.0 Benefits

2.1 County. Under existing policies, ordinances and regulations:

2.1.1 The County and the School District would not receive certain of the Offers to Dedicate until final maps are recorded on the Rice Ranch Project, which in the County's experience may occur years after the project approval or, in some rare cases, not at all. County acknowledges that it will benefit if the Offers to Dedicate are made simultaneously with the initial Project Approvals, so such Dedications will be assured and immediate to the public.

- 2.1.2 The County would not be able to require and would not receive the amount of affordable housing provided by the Rice Ranch Project. The County will benefit by the additional amount of affordable housing provided by the Rice Ranch Project above that obtainable under existing County policies, ordinances and regulations.
- 2.1.3 The County would not receive the amount of park space that will be provided by the Rice Ranch Project. The County will benefit from the amount of parkland provided by, and developed by, the Rice Ranch Project above that obtainable under existing County policies, ordinances, and regulations.
- 2.2 Owner. Under existing ordinances and regulations Owner's right to proceed under the Project Approvals may not be fully vested until recordation of final maps and commencement of substantial construction, and:
- 2.2.1 Owner would be unwilling to make certain of the Offers to Dedicate until that time, except as otherwise required, since such Dedications are based on development of the Rice Ranch Project according to the Project Approvals. Owner would benefit if such Project Approvals could be immediately vested, and would be willing to make the Offers to Dedicate upon such vesting.
- 2.2.2 Owner would be unwilling to provide affordable housing, as defined in section 3.2, except as otherwise required, since the provision of such housing is based on development of the Rice Ranch Project according to the Project Approvals. Owner would benefit if such Project Approvals could be immediately vested, and would be willing to provide such housing upon such vesting.

3.0 Obligations of Parties

3.1 County. The County agrees that:

- 3.1.1 Owner has a vested right to develop the Rice Ranch Project in accordance with the policies, rules and regulations of the County ("Applicable Rules") in effect on _____, ("Applicable Rules Effective Date"), and in accordance with the Project Approvals, for fifteen (15) years from the date

-2-

December 9, 2003

of this Agreement ("Term"), except that (i) with respect to Community Facilities District No. 2002-01, the Applicable Rules Effective Date shall be the date in which the District became effective; and (ii) with respect to types of fees which were in effect as of the Applicable Rules Effective Date, the amount of such fees shall be that in effect at the time the relevant fee ordinance specifies payment. This section shall not operate to exempt the Developer from payment of uniform property taxes and assessments. The Applicable Rules are attached hereto as Exhibit "H".

- 3.1.2 The County and Owner intend that Owner shall have such rights to develop the Rice Ranch Project in accordance with the Applicable Rules and Project Approvals to the full extent provided for in the Development Agreement Statute and case law construing or interpreting Development Agreements.
- 3.1.3 This Agreement shall be subject to all the requirements and obligations of a Development Agreement under the Development Agreement Statute.

3.2 Owner. The Owner agrees that:

- 3.2.1 It will formally make the Offers to Dedicate, as provided in the Project Approvals, prior to or concurrent with recordation of Master Tract Map 14,636. The County and the School District reserve their discretion whether and when to accept such Offers to Dedicate.
- 3.2.2 It will provide, as part of the Rice Ranch Project, Offers to Dedicate in fee three hundred forty-three (343) acres of open space to the County. County acknowledges that this Offer to Dedicate is more than can be required of the Rice Ranch Project under the Applicable Rules and the conditions for rezoning the Rice Ranch Property in 1997.
- 3.2.3 It will provide, as part of the Rice Ranch Project, fifty units of housing affordable to households with an annual income of up to 120% of the applicable median income as determined by the County and twenty-three units of housing affordable to households of up to 150% of the applicable median income as determined by the County. Owner will provide this housing in addition to providing seventy-three units of housing affordable to households earning 75% of the applicable median income as determined

by the County. County acknowledges that the latter seventy-three units is all that can be required of the Rice Ranch Project under the Applicable Rules.

- 3.2.4 It will price restrict all affordable housing units for a period of thirty years from the date of sale of each respective unit. County acknowledges that this price restriction is more restrictive than can be required under the Applicable Rules.
- 3.2.5 It will provide, as part of the Rice Ranch Project, a twenty-six (26) acre community park and six and seven-tenths (6.7) acres of neighborhood parks, for a total of thirty-two and seven-tenths (32.7) acres of parkland to be offered for dedication in fee to the County. County acknowledges that this parkland provided by the Rice Ranch Project is a substantial increase above the acreage of the total parkland that the County can require of the Rice Ranch Project under the Applicable Rules and the conditions for rezoning the Rice Ranch Property in 1997.
- 3.2.6 It will provide, as part of the Rice Ranch Project, signalization or funds, including the costs of engineering, sufficient to signalize the intersection of Bradley Road and Rice Ranch Road. County acknowledges that this signalization could not be required of the Rice Ranch Project the Applicable Rules.

4.0 Project Development

- 4.1 Conflicting enactments. Except as otherwise provided herein, any change in the Applicable Rules, including, without limitation, any change in any applicable general, area or specific plan, zoning, subdivision or building regulation, adopted or becoming effective after the Applicable Rules Effective Date, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the County Board of Supervisors, the Planning Commission or any other board, commission or department of County, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Rice Ranch Project

and which would conflict in any way with, be more restrictive, or impose greater obligations or burdens on Owner, than the Applicable Rules ("Subsequent Rules"), shall not be applied by County within the Rice Ranch Project unless both Owner and County consent in writing.

- 4.2 Expiration. Following the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect except as to actions arising from enforcement of its terms during the Term; provided, however, such termination shall not affect any right or duty arising from County approvals, including, without limitation, the Project Approvals; and provided that any ongoing construction work being performed pursuant to the Project Approvals shall be allowed to be completed pursuant to the Applicable Rules notwithstanding the termination of this Agreement.
- 4.3 Term of Maps and Other Project Approvals. Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any subdivision or parcel map that may be processed on all or any portion of the Rice Ranch Project, and the term of each of the Project Approvals shall be extended for a period of time through the scheduled termination date of this Agreement as set forth in Section 3.1.1 above.
- 4.4 Timing of Development. Because the California Supreme Court held in Pardee Construction Co. v. County of Camarillo (1984), 37 Cal.3d 465, that failure of the parties therein to 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' intent to cure that deficiency by acknowledging and providing that Owner shall have the right (without obligation) to develop portions of the Rice Ranch Project in such order and at such rate and at such times as Owner deems appropriate within the exercise of its subjective business judgment provided that affordable housing shall always constitute at least 10% of the the units built throughout the Rice Ranch Property. The community park and adjoining trails shall be constructed with the first phase of development, as conditioned in the Project Approvals.
- 4.5 Moratoria/Initiatives. No County-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or

construction of all or any part of the Rice Ranch Project, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the County Board of Supervisors, the Planning Commission, an agency of County, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer unless such water or sewer moratoria or other limitations apply to property within the Orcutt Planning Area) approved, issued or granted within County, or portions of County, shall apply to the Rice Ranch Project.

4.6 Vesting of Owner's/Developer's Rights. The rights to the Applicable Rules and entitlements pursuant to Project Approvals granted to Owner pursuant to this Agreement shall be and constitute "vested rights" or the equivalent of "vested rights" applicable to the development of land and property and the right of a public entity to regulate or control such development of land or property, including, without limitation, vested rights to land use permits, building permits and certificates of occupancy consistent therewith, unless the County determines that failure to apply a new ordinance or regulation would place the residents of Rice Ranch or other residents of the County in a condition of substantial danger to their health or safety, or both. The county may condition or deny an entitlement, permit, extension or approval as may be necessary to comply with later enacted State or Federal laws or regulations.

5.0 Cooperation & Implementation.

5.1 Further Assurances: Covenants to Sign Documents. Each party shall take all actions and do all things, and execute, with acknowledgment or affidavit, if required, any and all documents and writings, that may be necessary or proper to achieve the purposes and objectives of this Agreement.

5.2 Processing by County. Upon satisfactory completion by Owner of all required preliminary actions and payments of appropriate processing fees, if any, County shall, subject to all legal requirements, initiate process, complete at a reasonable time all required steps, and grant ministerial approvals or permits necessary for the development by Owner of the Rice Ranch Project in accordance with this

Agreement, including but not limited to, the processing of applications for and issuing of all ministerial approvals required for the implementation of and the determination of conformance with the Project Approvals, this Agreement, and Applicable Rules, as necessary for the completion of the development of the Rice Ranch Project ("Ministerial Approvals").

- 5.3 Processing during litigation. The filing of any third party lawsuit(s) against County or Owner relating to this Agreement or to other development issues affecting the Rice Ranch Project shall not delay or stop the development, processing or construction of the individual Planning Areas, approval of the Future Approvals, or issuance of Ministerial Approvals, unless the third party obtains a court order enjoining or otherwise preventing the activity. County shall not stipulate to the issuance of any such order.
- 5.4 Defense of Agreement. Owner shall indemnify, and offer to defend (with counsel jointly selected by Owner and County,) and hold harmless County and its officers, employees and agents from and against any and all losses, liabilities, fines, penalties, costs, claims, demands, damages, injuries or judgments arising out of, or resulting from, County's approval of this Agreement or either party's performance pursuant to this Agreement. Owner agrees that Owner's counsel will not disclose any information confidential to the County, gained during such defense, in any future proceedings where County may be adverse to Owner or Owner's counsel, including quasi-judicial, administrative proceedings. County further irrevocably agrees not to assert any representation in such defense by Owner's counsel as a potential conflict of interest in any future quasi-judicial, administrative proceeding, where County is a permitting agency, not related to the Rice Ranch Project and hereby irrevocably waives any actual or potential conflict of interest under such circumstances. If this Agreement is adjudicated or determined to be invalid or unenforceable, County agrees, subject to all legal requirements, to consider modifications to this Agreement to render it valid and enforceable to the extent permitted by applicable law.
- 5.5 Cooperation when County body also serves as other agency body. The County, its Board of Supervisors, the Laguna County Sanitation District, Santa Barbara Flood Control and Water Conservation District, and Santa Barbara County Water

Agency shall not take any action that conflicts with County's obligations under this Agreement. In addition, County agrees to cooperate with Developer in obtaining the approval of other public agencies and Departments by providing any documents or certificates reasonably required to process and obtain such permits and approvals from other governmental agencies.

5.6 In the event that state or federal laws or regulations, enacted after the Agreement has been entered into, prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such later enacted State or Federal laws or regulations.

5.7 County retains full discretion in any future discretionary actions with respect to the Project consistent with the Applicable Rules and section 5.6 herein.

6.0 General Provisions

6.1 Covenants Run with the land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, reorganization, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Rice Ranch Project, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

6.2 Transfer and Assignment. Right to Assign. Owner shall have the right to sell, assign or transfer all or portions of the real property comprising the Rice Ranch Project to any person at any time during the term of this Agreement.

6.2.1 Liabilities Upon Transfer. Upon the delegation of all duties and obligations and the sale, transfer or assignment of all or any portion of the Rice Ranch Property, Owner shall be released from its obligations under this Agreement with respect to the Rice Ranch Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer if (i) Owner has provided to County fifteen (15) business days'

written notice of such transfer and (ii) the transferee has agreed in writing to be subject to all of the provisions hereof applicable to the portion of the Rice Ranch Property so transferred and (iii) owner is not in default of this Agreement and (iv) the Board of Supervisors agrees to release the Owner from its duties and obligations under this agreement, which release shall not be unreasonably withheld. As to item (iv) above, County's failure to respond within 30 days of the receipt of notice shall be deemed an agreement to release the Owner. Upon any transfer of any portion of the Rice Ranch Property and the express assumption of Owner's obligations under this Agreement by such transferee, County agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Rice Ranch Property acquired by such transferee. A default by any transferee shall only affect that portion of the Rice Ranch Property owned by such transferee and shall not cancel or diminish in any way Owner's rights hereunder with respect to any portion of the Rice Ranch Property not owned by such transferee. The transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Rice Ranch Property owned by such transferee, and any amendment to this Agreement between County and a transferee shall only affect the portion of the Rice Ranch Property owned by such transferee.

- 6.3 Statement of Compliance. Within sixty days following any written request which either County or Owner may make from time to time, the other shall execute and deliver to the requesting party a statement certifying that: (1) 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; (2) there are no current known uncured defaults under this Agreement or specifying the dates and nature of any such defaults; and (3) any other reasonable information requested. The failure to deliver such statement within such time shall be conclusive upon the party which fails to deliver such statement that this Agreement is in full force and effect without modification and that there are no uncured known defaults in the performance of

the requesting party. The County Administrative Officer shall be authorized to execute any certificate. County and Owner may make only one request for a Statement of Compliance, respectively, within any twelve month period beginning at the Applicable Rules Effective Date or the date of an immediate past request by the requesting party, whichever occurred last. County shall not be bound by a statement of compliance if a default existed at the time of execution, but was concealed from the County.

- 6.4 Default. Failure by County or Owner to perform any term or provision of this Agreement for a period of sixty days, subject to extensions to time by mutual consent in writing, from the receipt of written notice thereof from the other shall constitute a default under this Agreement. Said notice shall specify in detail the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 60-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the foregoing, after notice and expiration of the 60-day period without cure, the notifying party, at its option, may institute legal proceedings pursuant to this Agreement and subject to Section 7.8 hereof, and/or give notice of intent to terminate this Agreement, in the manner provided by Government Code Section 65867 for adoption of a development agreement. Following public hearing before the Board of Supervisors as provided in Section 65867, the party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

- 6.5 Default Remedies. In addition to that provided for in Section 6.4, in the event either party defaults (as defined in Section 6.4) under the terms of this Agreement, the other party shall have all rights and remedies provided herein or under applicable law, including the specific performance of this Agreement.
- 6.6 Legal Action. Any party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or

enforce by specific performance the obligations and rights of the parties hereto. Venue in any legal action instituted in the Superior Court of the State of California shall be Santa Barbara County. Venue in any legal action instituted in United States District Courts shall be in the Central District of California.

6.7 Waiver & Remedies. Failure by County or Owner to insist upon the strict performance of any of the provisions of this Agreement, irrespective of the length of time for which such failure continues, shall not constitute a waiver of the right to demand strict compliance with this Agreement in the future. No waiver by County or Owner of a default or breach of any other party shall be effective or binding upon it unless made in writing, and no such waiver shall be implied from any omission by County or Owner to take any action with respect to such default or breach. No express written waiver of any defaults or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified in such express waiver. One or more written waivers of a particular default or breach under any provision of this Agreement shall not be a waiver of any subsequent default or breach of that provision or the performance of the same or any other term or provision contained in this Agreement. Subject to notice of default and opportunity to cure under Section 7.5, all of the remedies permitted or available under this Agreement, at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

6.8 Non-Recourse. The obligations of Owner under this Agreement shall be without recourse to the assets of the general partners or of any general partner, officer, shareholder, director, unit holder or employee of Owner or any general partner of Owner. The sole recourse of County for any obligation of Owner under this Agreement shall be limited solely to the value of the Rice Ranch Property and Project Approvals.

6.9 Permitted Delays & Supersedure by Subsequent Laws.

6.9.1 Permitted Delays. In addition to any specific provisions of this Agreement, performance of obligations hereunder shall be excused and the Term of this Agreement shall be similarly extended during any period of

delay caused at any time by reason of: acts of God, such as floods, earthquakes, fires, or similar catastrophes; wars, riots or similar hostilities; strikes and other labor difficulties beyond the party's control (including the party's employment force); the enactment of new laws or restrictions imposed or mandated by other governmental or quasi-governmental entities preventing this Agreement from being implemented; litigation involving this Agreement, the Project Approvals, the Future Approvals or the Ministerial Approvals, which directly or indirectly delays any activity contemplated hereunder or other causes beyond the party's control. County and Owner shall promptly notify the other party of any delay hereunder as soon as possible after the same has been ascertained.

6.9.2 Superseded by Subsequent Laws. If any federal or state law, made or enacted after the Effective Date prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new law. Immediately after enactment or promulgation of any such new law, County and Owner shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. Owner and County shall have the right to challenge the new law preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. Owner and County, by mutual consent, may elect to extend the term of this Agreement for the duration of the period during which such new law precludes compliance with the provisions of this Agreement.

6.10 Amendments. This Agreement may be amended from time to time by mutual consent of the parties to this Agreement, in accordance with the provisions of Government Code sections 65867 and 65868.

7.0 Miscellaneous Provisions

- 7.1 Incorporation of Recitals and Exhibits. Exhibits A through B attached hereto and referred to herein are incorporated in this Attachment as though fully set forth in the body hereof.
- 7.2 Negation of Partnership. The Specific Plan Project constitutes private development, neither County nor Owner is acting as the agent of the other in any respect hereunder, and County and Owner are independent entities with respect to the terms and conditions of this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in the businesses of Owner, the affairs of County, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.
- 7.3 No Third party beneficiary. This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in any person who is not a party, unless expressly otherwise provided.
- 7.4 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.
- 7.5 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement, as so invalidated, would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement and the rights and obligations of the parties hereto.
- 7.6 Construction. The provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against Owner or County and consistent with the provisions hereof, in order to achieve the objectives and purposes. Wherever required by the context, the

singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa.

7.7 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

7.8 Applicable law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the parties hereto and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

7.9 Notice. Any notice shall be in writing and given by delivering the same in person or by sending the same by registered, or certified mail, return receipt requested, with postage prepaid, by overnight delivery, or by facsimile to the respective mailing addresses, as follows:

County: Mr. Michael F. Brown
County Administrator
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101

Copy to: Stephen S. Stark, Esq.
County Counsel
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101

Owner: McCadden Development, LLC
Attn: Mr. James R. Wheeler

Senior Vice President/Chief Operating Officer
3010 Old Ranch Road, Suite 330
Seal Beach, CA 90740

Copy to: Robert I. McMurry, Esq.
Nossaman, Guthner, Knox & Elliott, LLP
445 S. Figueroa Street, Suite 3100
Los Angeles, CA 90071

Either County or Owner may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten (10) days prior to the date such change is effected. All notices under this Agreement shall be deemed given, received, made or communicated on the earlier of the date personal delivery is effected or on the delivery date or attempted delivery date shown on the return receipt, air bill or facsimile.

- 7.10 Time is of the essence. Time is of the essence of this Agreement and of each and every term and condition hereof.
- 7.11 Recordation. In order to comply with section 65868.5 of the Government Code, the parties do hereby direct the County Clerk to record a copy of this Agreement against the Rice Ranch Property with the County Recorder of Santa Barbara County within ten (10) days after the Effective Date.
- 7.12 Successors and Assigns.

The provisions of this Agreement shall be binding of the parties hereto, and subsequent owner of all or any portion of the property and their respective successors and assigns. Any successors in interest to the County shall be subject to the provisions set forth in sections 65865.4 and 65868.5 of the California Government Code.

IN WITNESS WHEREOF, Owner and County have executed this Agreement as of the date first hereinabove written.

"County"
COUNTY OF SANTA BARBARA,

By: Naomi Schwartz
Chair

LAGUNA COUNTY SANITATION DISTRICT

By: Naomi Schwartz
Chair

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: Naomi Schwartz
Chair

SANTA BARBARA COUNTY WATER AGENCY

By: Naomi Schwartz
Chair

ATTEST: Michael F. Brown
Mr. Michael F. Brown
Clerk of the Board

Approved as to Form:

BY: Stephen S. Stark
Stephen S. Stark, Esq.
County Counsel

"Owner"
McCADDEN DEVELOPMENT, LLC

By: _____
Name: Mr. James R. Wheeler
Title: Senior Vice President/Chief Operating Officer

Approved as to Form:
Nossaman, Guthner, Knox & Elliott, LLP

By: _____
Robert L. McMurry, Esq., Partner

IN WITNESS WHEREOF, Owner and County have executed this Agreement as of the date first hereinabove written.

"County"
COUNTY OF SANTA BARBARA,

By: _____
Chair

LAGUNA COUNTY SANITATION DISTRICT

By: _____
Chair

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____
Chair

SANTA BARBARA COUNTY WATER AGENCY

By: _____
Chair

ATTEST: _____
Mr. Michael F. Brown
Clerk of the Board

Approved as to Form:

BY: _____
Stephen S. Stark, Esq.
County Counsel

"Owner"
McCADDEN DEVELOPMENT, LLC

By: _____
Name: Mr. Peter J. Kiesecker
Title: President

Approved as to Form:
Nossaman, Guthner, Knox & Elliott, LLP

By: _____
Robert I. McMurry, Esq., Partner

IN WITNESS WHEREOF, Owner and County have executed this Agreement as of the date first hereinabove written.

"County"
COUNTY OF SANTA BARBARA,

By: _____
Chair

LAGUNA COUNTY SANITATION DISTRICT

By: _____
Chair

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____
Chair

SANTA BARBARA COUNTY WATER AGENCY

By: _____
Chair

ATTEST:

Mr. Michael F. Brown
Clerk of the Board

Approved as to Form:

BY: _____
Stephen S. Stark, Esq.
County Counsel

"Owner"
McCADDEN DEVELOPMENT, LLC

By: _____
Name: Mr. James R. Wheeler
Title: Senior Vice President/Chief Operating Officer

Approved as to Form:
Nossaman, Guthner, Knox & Elliott, LLP

By: _____
Robert I. McMurry, Esq., Partner

ACKNOWLEDGEMENT

STATE OF CALIFORNIA

ss.

COUNTY OF SANTA BARBARA

On December 9, 2003, before me, the undersigned, personally appeared Naomi Schwartz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity (ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
this 9th day of December 2003.

MICHAEL F. BROWN
CLERK OF THE BOARD

By


Wendy E. Ayala, Deputy Clerk

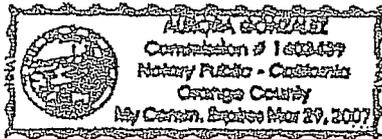
ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On December 17, 2003 before me, Aurora Gonzalez, Notary Public, personally appeared Peter J. Kiesecker, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Aurora Gonzalez

LA\961020045

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

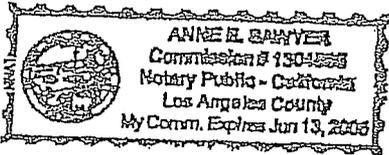
State of California

County of LOS ANGELES } ss.

On 12/18/03, before me, Anne Sawyer
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ROBERT McWERRY
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Anne Sawyer
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

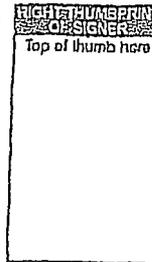


EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ONE:

(a) The South half of the Southwest quarter of Section 13, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874 and November 2, 1891, respectively.

EXCEPTING therefrom that portion described as follows:

Commencing at a point in the Section line 15 chains East of the corner of Sections 13, 14, 23 and 24 in Township 9 North, Range 34 West, San Bernardino Meridian; and running thence North, 11° East, across valley 9.23 chains to the foot of the hills; thence East 24 chains thence South 9 chains; thence West 25.50 chains to the point of beginning.

(b) The Southeast quarter and the Northeast quarter of the Southwest quarter of Section 14, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General, October 26, 1874, and November 2, 1891, respectively.

EXCEPTING therefrom that portion, 8.61 acres, conveyed to Orcutt Union School District, by deed recorded July 29, 1963 as Instrument No. 32060 in Book 2004, Page 1381 of Official Records.

(c) The West half of the Northeast quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Meridian in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General, October 26, 1874 and November 2, 1891, respectively.

EXCEPTING therefrom that portion, 3 acres, conveyed to California Consolidated Water Co., Inc., a California Corporation, by deed recorded December 3, 1964, as Instrument No. 51034 in Book 2081, Page 1005 of Official Records.

(d) That portion of the Northeast quarter of the Northeast quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of

California, according to the Official Plat of said land approved by the Surveyor General, April 9, 1861, described as follows:

Commencing at a point 20 chains West of the common corner of Sections 13, 14, 23 and 24 in Township 9 North, Range 34 West, San Bernardino Meridian, and running thence South 9.50 chains; thence North $72\text{-}3/4^\circ$ East 5.50 chains; thence South $17\text{-}1/4^\circ$ West 1.50 chains; thence North $72\text{-}3/4^\circ$ East, 4.50 chains; thence North $17\text{-}1/4^\circ$ East, 1.50 chains; thence North $72\text{-}3/4^\circ$ East, 11 chains; thence North 3.25 chains; thence West 20 chains to the point of beginning.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

(e) That portion of the Northeast quarter of the Northeast quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyors General April 9, 1861, described as follows:

Beginning at a stake marked "B 15" standing in section line between Sections 23, 24 in Township 9 North, Range 34 West, San Bernardino Meridian, said point of beginning being distant South 3.25 chains from the common corner of Sections 13, 14, 23, 24 and running thence along section line, South 3.96 chains to stake marked "B 17", and thence South $75^\circ 30'$ West 5.76 chains to a stake marked "B 18"; thence North 3.96 chains to stake marked "B 20"; thence North $75^\circ 30'$ East 5.76 chains to the point of beginning.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

PARCEL TWO:

(a) The Southeast quarter of the Southwest quarter of Section 14, Township 9 North, Range 34 West; San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

(b) That portion of the West half of the Southwest quarter of Section 14, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861, described as follows:

Commencing at the Southeast corner of the West half of the Southwest quarter of said Section 14; thence running West 600 feet; thence at right angles North 1812 feet; thence at right angles East 600 feet; thence at right angles South 1812 feet to the point of beginning.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

(c) That portion of the West half of the Southwest quarter of Section 14, Township 9 North, Range 14 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861, described as follows:

Commencing 25 feet South of the Northeast corner of the West half of the Southwest quarter of said Section 14; thence South 11 chains and 91 links to the North boundary of the land owned by J. C. Heacox; thence West along said boundary 9 chains and 9 links; thence North 11 chains and 91 links to the county road; thence East 9 chains and 9 links to the point of the beginning.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

PARCEL THREE:

The North half of the Northwest quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

PARCEL FOUR:

The South half of the Southeast quarter of Section 13, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

PARCEL FIVE:

The Northwest quarter of the Southeast quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Base and Meridian, in the County of Santa Barbara, State of California, according to the official plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

LIST OF APPROVALS
(Attached and made a part hereto)

1. Ordinance (03ORD-00000-00011) approving 97-SP-00 1, the Rice Ranch Specific Plan (Attachment U to the Planning Commission staff report dated October 1, 2003) (2 pages);
2. Required findings for the project specified in Attachment A found in the Planning Commission Action letter dated November 18, 2003, including CEQA findings and any modifications made at the October 22, 2003 Planning Commission Hearing (54 pages);
3. Certification of 03-EIR-05 as adequate environmental review for the project (See attached minute order of the County of Santa Barbara Board of Supervisors December 9, 2003.) (5 pages);
4. Conditions of Approval for TM 14,636 included as Attachment B to the Planning Commission Action letter dated November 18, 2003 (9 pages);
5. Conditions of Approval for TM 14,430 included as Attachment C to the Planning Commission Action letter dated November 18, 2003 (14 pages);
6. Conditions of Approval for Final Development Plans for the Community Park and Individual Neighborhoods 03DVP-00000-00009, -00010, -00011, -00012, -00013, -00014 included as Attachment D to the Planning Commission Action letter dated November 18, 2003 (31 pages);
7. Development Plan Conditions of Approval for the Rice Ranch Specific Plan Community Park Development Plan 03DVP-00000-00009 included as Attachment E to the Planning Commission Action letter dated November 18, 2003 (4 pages);
8. Conditions of Approval for The Valley View neighborhood Development Plan 03DVP-00000-00010 included as Attachment F to the Planning Commission Action letter dated November 18, 2003 (2 pages);
9. Conditions of Approval for the Pine Creek Neighborhood Development Plan 03DVP-00000-00011 included as Attachment G to the Planning Commission Action letter dated November 18, 2003 (2 pages);
10. Conditions of Approval for The Oaks Neighborhood Development Plan 03DVP-00000-00012 included as Attachment H to the Planning Commission Action letter dated November 18, 2003 (2 pages);
11. Conditions of Approval for The Meadows Neighborhood Development Plan 03DVP-00000-00013 included as Attachment I to the Planning Commission Action letter dated November 18, 2003 (2 pages);

12. Conditions of Approval for the Grove Neighborhood Development Plan 03DVP-00000-00014 included as Attachment J to the Planning Commission Action letter dated November 18, 2003 (2 pages);
13. Ordinance 03RZN-00003 rezoning 2 parcels created by TTM 14,430 from "PRD" to "PI" for public school use; and rezoning of 5 parcels created by TTM 14,430 from "PRD" to "REC" for public park use (Attachment K to the Planning Commission Staff Report dated September 10, 2003) (2 pages);
14. Adoption of the mitigation monitoring and reporting plan contained within the conditions of approval, found in the Planning Commission Action letter dated November 18, 2003 (5 pages);
15. Ordinance (03ORD-00000-00008) approving the Development Agreement to allow the applicant to develop under County rules, regulations and ordinances in effect at the time of final action for a period of 15 years in exchange for offers to dedicate open space and dedicate and construct trails and parks to the County and dedicate the school parcels to the Orcutt Union School District and provide affordable housing, exceeding the Housing Element requirements, upon recordation of the Final Tract Map 14,636 (attachment to the County Counsel memorandum dated December 9, 2003) (2 pages).¹

¹ Acting as the Board of Supervisors, Board of Directors of the Flood Control and Water Conservation District, Board of Directors of the Water Agency and Board of Directors of the Laguna County Sanitation District.

ATTACHMENT U

ORDINANCE NO. 4520

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA BARBARA APPROVING A SPECIFIC PLAN FOR THE RICE RANCH PROJECT, APNs 101-010-013, 101-020-004, 105-140-016, LOCATED ON THE SOUTH SIDE OF STUBBLEFIELD ROAD AND RICE RANCH ROAD, IN THE ORCUTT AREA, FOURTH SUPERVISORIAL DISTRICT.

Case No. O3ORD-00000-00011

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

SECTION 1

Pursuant to Sections 65450 through 65553, inclusive, of the Government Code, the Board of Supervisors of the County of Santa Barbara, California hereby approves the Specific Plan for the Rice Ranch Project, including the exhibits thereto, which Specific Plan is attached hereto and incorporated herein by reference.

SECTION 2

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

A1-1

PASSED, APPROVED, AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this 9th day of December, 2003, by the following:

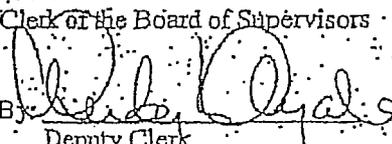
AYES: Supervisors Schwartz, Rose, Marshall, Gray, Centeno

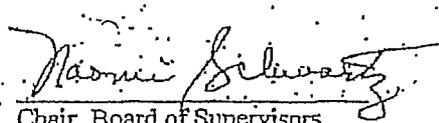
NOES: None

ABSENT: None

ABSTAIN: None

MICHAEL F. BROWN
Clerk of the Board of Supervisors

By: 
Deputy Clerk


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

STEPHEN SHANE STARK
County Counsel

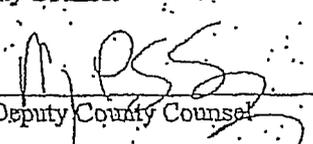
By: 
Deputy County Counsel

EXHIBIT C
LIST OF APPROVALS
(Attached and made a part hereto)

1. Ordinance (15ORD-00000-00015) amending the Rice Ranch Specific Plan (97-SP-0001, 14SPP-00000-00001) included as Attachment 4 to the Board Letter dated November 24, 2015 (2 pages);
2. Ordinance (14ORD-000000-00004) cancelling the existing Rice Ranch Development Agreement and approving the Development Agreement for the modified Rice Ranch project included as Attachment 3 to the Board Letter dated November 24, 2015 (2 pages);¹
3. Resolution amending the Rice Ranch Specific Plan (97-SP-001, 14SPP-00000-00001), included as Attachment 2 to the Board Letter dated November 24, 2015 (2 pages);
4. Required findings for the project specified in Attachment 9 found in the Board of Supervisors Letter for the December 15, 2015 hearing, including CEQA findings (29 pages);
5. The Addendum dated November 23, 15 together with previously adopted Supplemental EIR and the Orcutt Community Plan EIR (included as Attachments 11, 16, and 18 of the Board of Supervisors Letter for the December 15, 2015 hearing, respectively);
6. Ordinance 15RZN-00000-00008 rezoning a portion of Assessor Parcel Number 101-400-001 from Recreation (REC) to Planned Residential Development (PRD), a portion of Assessor Parcel Number 101-400-001 from PRD to REC, and a portion of Assessor Parcel Number 101-400-002 from REC to PRD included as Attachment 5 to the Board Letter dated November 24, 2015 (2 pages);
7. Resolution amending the Orcutt Community Plan to revise text amendments to Key Site #12 Policy KS 12-2A and KS12-2B to allow the applicant to pay affordable housing in-lieu fees instead of constructing the affordable units onsite and to privatize the neighborhood parks, respectively included as Attachment 6 to the Board Letter for the December 15, 2015 hearing (3 pages).
8. Conditions of approval for TM 14,818 included as Attachment 10.1 to the Board of Supervisors Letter for the December 15, 2015 hearing (4 pages);
9. Conditions of approval for TM 14,805 included as Attachment 10.2 to the Board of Supervisors Letter for the December 15, 2015 hearing (12 pages);

¹ Acting as the Board of Supervisors, Board of Directors of the Flood Control and Water Conservation District, Board of Directors of the Laguna County Sanitation District.

9. Conditions of approval for Final Development Plan (14DVP-00000-00004) included as Attachment 10.3 to the Board of Supervisors for the December 15, 2015 hearing (37 pages);
10. Conditions of approval for TM 14,818 included Attachment 10.4 to the Board of Supervisors Letter for the December 15, 2015 hearing (3 pages);
11. Conditions of approval for Minor Conditional Use Permit (14CUP-00000-00006) included as Attachment 10.5 to the Board of Supervisors Letter for the December 15, 2015 hearing (2 pages);
12. Conditions of approval for Road Naming (14RDN-00000-00004) included as Attachment B.4 to the Planning Commission Action Letter dated August 14, 2015 (3 pages);
13. Real Property Exchange Agreement dated _____ 2015 included as Attachment 12 of the Board Letter for the December 15, 2015 hearing;
14. Quitclaim Deed(s) dated _____ 2015, included as Attachment 13 of the Board letter for the December 15, 2015 hearing.

EXHIBIT D - SUMMARY OF MITIGATION FOR THE RICE RANCH SPECIFIC PLAN

In December of 2003, the County of Santa Barbara approved the Rice Ranch Specific Plan, and imposed certain mitigation measures. Since the approvals, many of the mitigation measures have been implemented or completed. This document provides a summary of these mitigation measures and the status of completion for each.

- Exhibit D1. Conditions of Approval -- Master Tentative Tract Map TM 14,636
- Exhibit D2. Conditions of Approval for the Final Development Plans for the Community Park and Individual Neighborhoods
- Exhibit D3. Community Park Development Plan
- Exhibit D4. Valley View Neighborhood Development Plan
- Exhibit D5. Pine Creek Neighborhood Development Plan
- Exhibit D6. The Oaks Neighborhood Development Plan
- Exhibit D7. The Meadows Neighborhood Development Plan
- Exhibit D8. The Grove Neighborhood Development Plan
- Exhibit D9. Conditions of Approval

Rice Ranch

Conditions of Approval (December 2003) Master Tentative Tract Map TM 14,636

	Conditions of Approval	Action	Timing	Status
1M Project Description				
1M	Project Description			
MM From SEIR 03-EIR-005				
2M	BIO-1.1 The OSHMP revised to include Habitat Restoration: a. Plant Materials b. Monitoring and Maintenance c. Performance criteria	A. Revised OSHMP B. Post Bonds	Prior to MTTM recordation	COMPLETED
3M	BIO 1.2: Coastal scrub Habitat Restoration Plan	A. Revised OSHMP B. Post Bonds	Prior to MTTM recordation	COMPLETED
4M	BIO-1.3 Monitoring and Maintenance Fuel Modification zone and CFD	A. Revised OSHMP B. Post Bonds	Prior to MTTM recordation	County Fire Dept. has changed its policy; Fuel Modification no longer required
5M	BIO-3.1 Plan detail collection of seeds	A. Revised OSHMP B. Post Bonds	Prior to MTTM recordation	COMPLETED
6M	BIO-3.2a-2 Off-Site grassland Mitigation	Pay \$200,000 Letter on file	Prior to MTTM Recordation	COMPLETED
Noise				
7M	NOI-2.1 Truth in Sale Notice /Oil	Record avigation easement Deed Notice - Truth of sale	Prior to MTTM Recordation	COMPLETED Notice recorded
8M	Deleted			
Public Services				
9M	Deleted			

	Conditions of Approval	Action	Timing	Status
10M	PS-6.2 School Dedication	Offered for dedication		COMPLETED Offer made on Master Map and Unit 1 map.

Recreation

11M	REC-1.1 Open Space Offer to Dedicate	Note on the Map	Prior to MTTM Recordation	COMPLETED Offer made on Master map and Unit 1 map
12M	REC-1.3 OSHMRP for the Open Space	Submit OSHMRP to both P&D and Parks Department	Prior to MTTM Recordation	COMPLETED Approved
13M	REC-1.5 Community Park Dedication	Shown on Final Map Dedicated in fee	Prior to MTTM Recordation	COMPLETED Offer made on Master map and Unit 1 map
14M	REC-1.6 Community Park Improvements	Reviewed by P&D and Parks Post Bond	Prior to MTTM Recordation	COMPLETED Offer made on Master map and Unit 1 map Bonds posted
15M	REC-1.8 Trail Dedications	Show location on Maps Post Bond	Prior to MTTM Recordation	COMPLETED Shown on maps Bonds Posted
16M	REC-1.9 Landscaping Plan OSHMRP	Landscaping Plans Post Bond	Prior to MTTM Recordation	COMPLETED Landscape Improvement Plans approved

Risk of Upset/Hazardous Materials

17M	HAZ-1a.2 Oil Field Notice to be recorded	Complete documents for recordation	Prior to MTTM Recordation	COMPLETED Noticed recorded
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Water Resources

18M	WR-1.1 Water Agreement	Submit agreement to the county Brown and Caldwell review	Prior to Recordation	COMPLETED Agreement signed and submitted to P&D
19M	EQAP	Submit plan to county	Prior to MTTM Recordation	COMPLETED EQAP submitted & approved. Monitor in place throughout construction

	Conditions of Approval	Action	Timing	Status
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Conditions Unique to Tentative Tract Map 14,636

20M	Conditions Recorded w/map	Conditions shown on plans and submitted for recordation	Prior to MTTM recordation	COMPLETED Conditions recorded w/map
21M	Revisions to Map	Discretionary review process required for revisions/changes to approved TTM	Prior to MTTM Recordation	Advisory
22M	P&D to review map for compliance with conditions of approval	Eight copies of map submitted to P&D	Prior to MTTM approval	COMPLETED Map reviewed and approved by P&D Map recorded
23M	Moratorium Advisory Condition	Note on the map		Advisory
24M	Public utility easements shown on map and accepted by utilities	Acceptable easements letters from Public Utilities	Prior to MTTM Recordation	COMPLETED Letters submitted to P&D
25M	Underground of utilities	Electrical Utilities installed underground	Prior to MTTM Recordation	COMPLETED All electrical utilities for the project have been installed underground.
26M	Public emergency access easements on master map	Emergency Access easement shown on master map	Prior to MTTM Recordation	COMPLETED All emergency access easements shown on Master Map.
		Legal documents for easements		

County Rules and Regulations

27M	Land Use Permit	Land Use permit issuance by P& required prior to commencing any work on the project.	Throughout Construction	COMPLETED Land Use permits applied for and issued by P&D prior to commencing any work.
28M	Pay all fees	All applicable fees paid in full	Throughout Development	COMPLETED All applicable fees paid in full at MTTM recordation
29M	Change in use of building or structure	Advisory		Advisory
30M	Defend, indemnify and Hold Harmless	Advisory		Advisory

	Conditions of Approval	Action	Timing	Status
31M	Condition challenged by court action	Advisory		Advisory
32M	No development allowed except for OSHMP	Advisory		Advisory
33M	Annexation of KS 30 into Orcutt CFD if needed	Advisory		Advisory
34M	Dedication of Stillwell Rd extension	Shown on the Map		COMPLETED Stillwell Road extension dedication recorded.

Rice Ranch

Conditions of Approval for Final Development Plans for the Community Park & Individual Neighborhoods 03DVP-00000-00009, -00010, -00011, -00012, 00013, -00014 Tentative Tract Map TM 14,430

	Condition of Approval	Action	Timing	Status
COMPLIANCE				
57	Deviations from project description, exhibits or conditions of approval.	Must be reviewed and approved by the P&D for conformity with approval. May require: 1. Approved changes to permit 2. Further Environmental Review	At any point of the process	On-going compliance
MM From SEIR 03-EIR-005				
AESTHETICS				
58	AES2.1 Management of Construction Debris	Covered receptacles on site Designate person to monitor & provide name and contact info to P&D Organize/retain clean-up crew Trash control: Trash and construction debris collected and placed on receptacles	a. Receptacles: prior to commencing grading. b. Contact person: Prior to Land Use Clearance approval c. Trash control: daily throughout grading/construction	Completed for those neighborhoods already constructed; condition remains in effect
59	AES 3.1 Exterior night lighting	To be low intensity, low glare, hooded to prevent spillover to adjacent parcels. Pole supports to be dark finish to reduce glare. Wall mounted and pedestrian walkway placed sufficiently high to promote safety while preventing spill effects. Common area lighting plan to show requirements and controlled at all	Reviewed and approved by P&D and BAR prior to Land Use clearance for each neighborhood's Final Development Plan	Completed for those neighborhoods already constructed; condition remains in effect

OA: The Oaks, ME: The Meadows, PI: Pines, GR: The Grove, VV: Valley View

Condition of Approval		Action	Timing	Status
60	AES 4.1a Color range of residential finish materials.	Submit Architectural plan(s) and color board(s) to BAR and P&D. Materials denoted in construction documents.	Prior to the approval of a Land Use permit	Completed for those neighborhoods already constructed; condition remains in effect
61	AES 4.1b Proposed Water tanks – colors and screening	Painted in earth tone, non-reflective colors. Screened with compatible native materials to minimize massing and height. Landscape Screening Plan by Landscape Architect.	Color Palette & Landscape Plans: Concurrence from Cal Cities/GSWC	Completed
62	AES 4.2 Visual Impact and Massing First three rows of residences extending from public roads on GR, ME, OA and VV not to exceed 18 ft. from (e) grade. 20 ft max overall including chimneys. GR: 26 single story units ME: 47 single story units OA: 38 single story units VV: 7 single story units Units on lots 124-126 may be split level	1. Location of single story structures indicated on Final Development Plans on GR, ME, OA and VV neighborhoods. 2. Architectural elevations reviewed and approved by BAR and P&D.	FD Plans: Prior to land use clearance of these neighborhood plans. Elevations: Prior to land use permit for each neighborhood.	Completed for Oaks neighborhood, mitigation modified to provide for single-story for only first row of lots along Stubblefield and Grove
63	AES 4.3.2 Screening views of public roadways by Perimeter Street Planting Plan up to 25 ft. high Species compatible with (e) street trees. Street trees: Min. 36" box size Oak trees near residences: Min. 24" box size	3 copies of street frontage landscaping plan for each phase of development. Landscape and irrigation installed.	a. 3 copies: Prior to Land Use permit b. Installation: Prior to occupancy clearance.	Completed for those neighborhoods already constructed; condition remains in effect
64	AES 4.4 Neighborhood entry Monuments	Monument designs submitted to P&D for review and approval.	Prior to Land Use clearance for each neighborhood's Final	Completed for those neighborhoods

OA: The Oaks, ME: The Meadows, PI: Pines, GR: The Grove, VV: Valley View

Tentative Tract Map 14,430
Exhibit D2 -- Development Agreement June 2015

	Condition of Approval	Action	Timing	Status
	screened from public view along Rice Ranch Rd. and Stubblefield Rd.		Development Plan	already constructed; condition remains in effect
65	AES 4.5 HOA to maintain private retention basin in VV neighborhood. Colors and materials of perimeter fencing and landscaping to be per Specific Plan guidelines	<ol style="list-style-type: none"> 3 copies of retention basin fence and landscape plan to P&D for review and approval. Fencing, landscaping and irrigation installed 	<ol style="list-style-type: none"> 3 copies: Prior to approval of land use permit for grading. Installation: Prior to occupancy clearance 	VV not yet constructed; condition remains in effect
AIR QUALITY				
66	AQ 1.1a Dust Generation - Inhibition Measures if site graded and left undeveloped for more than four weeks <ol style="list-style-type: none"> Seeding and watering Spread of soil binders Any method deemed appropriate by P&D 	Noted on all Grading plans Review and approval by P&D	Prior to land use Permit for grading for each Final Development Plan	Completed for those neighborhoods already constructed; condition remains in effect
67	AQ 1.1b Dust Generation Control <ul style="list-style-type: none"> Use of water trucks/sprinklers to hold dust and create crust on graded areas All areas of vehicle traffic damp, wetting later in the morning, at end of the day, and when wind exceeds 15 mph. Stock pile to be covered, moist or treated w/soil binders Gravel pads at all access points 	All requirements shown on grading and building plans Review and approval of plans by P&D	Prior to land Use permit for grading for each Final Development plan.	Completed for those neighborhoods already constructed; condition remains in effect
68	AQ 1.1c General Contractor to designate person to monitor dust control	Name and phone number of designated person provided to APCD	Prior to land use permit for each Final Development Plan	Completed for those neighborhoods already constructed;

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Tentative Tract Map 14,430
Exhibit D2 -- Development Agreement June 2015

	Condition of Approval	Action	Timing	Status
69	<p>program.</p> <ul style="list-style-type: none"> Duties to include holiday and weekend periods when work may not be in progress. <p>AQ 1.2 ROC and NOx emissions control measures:</p> <ul style="list-style-type: none"> Heavy equipment with federally mandated clean diesel engines Engine size min. practical size Number of simultaneous equipment minimized Equipment to be maintained per manufacturer specs Equipment to have 2-4 degree engine timing retard or pre-combustion engine Catalytic converters on all gasoline powered equipment Diesel catalytic converters installed if available Electric equipment to replace diesel powered equipment where possible Worker trips minimized by requiring carpooling and providing lunch on site. 	<p>Measures noted on attached sheets to grading and building plans for each neighborhood. Review and approval by P&D</p>	<p>Prior to Land Use permit clearance</p>	<p>condition remains in effect</p> <p>Completed for those neighborhoods already constructed; condition remains in effect</p>
70	<p>AQ 2 Energy Conservation measures</p> <ul style="list-style-type: none"> Low Knox water heaters and space heaters Heat transfer modules in furnaces Light colored water based paints, earth tone roofing materials 	<p>Incorporate provisions or submit evidence of infeasibility. Review and approval by P&D.</p>	<p>Prior to Land Use permit</p>	<p>Completed for those neighborhoods already constructed; condition remains in effect</p>

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Tentative Tract Map 14,430
 Exhibit D2 -- Development Agreement June 2015

Condition of Approval	Action	Timing	Status
<ul style="list-style-type: none"> • Solar panels for water heating systems and/or water heating on demand • Use passive solar cooling/heating • Maximize use of natural lighting • Use of concrete for parking lots instead of asphalt • Energy efficient appliances and lighting • Landscaping to shade buildings and parking lots • Install sidewalks and bike paths • Covered bus stops to encourage mass transportation 			

BIOLOGICAL RESOURCES

71	<p>BIO 1.4 EQAP implementation and qualified biologist retained as part of program.</p> <ol style="list-style-type: none"> a. Pre-construction surveys to determine presence of common species; potential capture/relocation and escape routes. b. Present during mass grading and initial construction to monitor impacts to wildlife c. Appropriate barriers to minimize movement of wildlife into construction zone d. Regularly scheduled visits to reduce/eliminate injury to resident wildlife. e. Signs posted along GR and 	<p>Signs posted along VV and GR neighborhood access roads alerting to presence of wildlife in the area. Submit necessary funds for the EQAP program biologist EQAP biologist to submit report of capture/relocation efforts</p>	<p>Signs: prior to occupancy clearance of GR and VV Funds: prior to master Map recordation Report: After clearing and grading</p>	<p>Completed in part; compliance on-going for remaining construction</p>
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Tentative Tract Map 14,430
Exhibit D2 -- Development Agreement June 2015

	Condition of Approval	Action	Timing	Status
f.	VV access roads Neighborhood CC&R's to prohibit off-leash activities of pets in open space areas and trails.			
72	BIO 1.5a Minimize disturbance of native habitat: 100 ft vegetation management zone on lots adjacent to native habitats. Accessory structures or guesthouses not allowed in the mgmt. zone.	1. 100 ft. zone noted on all Development Plans, Grading plans and Fuel Management Plans for all lots adjacent to fire fuel management areas. 2. Review/approval of development and grading plans by P&D	Prior to Final Map recordation. Prior to Land Use clearance of final Dev. Plan for each phase.	Completed for those neighborhoods already constructed; Fuel Management no longer required by County Fire Dept. such that Fuel Management Plans not required
73	BIO 1.6 OSHMP to provide for monitoring and maintenance of open space areas for presence and control of non-native, invasive exotic species	1. Post Bond for maintenance and monitoring provisions of OSHMP 2. Long-term maintenance of fuel modification zones and control of non-native invasive exotic species by Orcutt Community Facilities District.	Bond: Prior to MTTM recordation.	Completed; continued monitoring and maintenance associated with Specific Plan buildout
74	BIO 3.1 OSHMP restoration plan a. Affected native plants and sensitive plants to be propagated by local collection of seed and cuttings. b. Seed or cuttings of endemic sensitive plant subspecies or varieties to be collected from within affected populations to ensure genetic replacement.	1. Collection sites identified on site plans or grading plans and approved by P&D biologist. 2. Seed collection/storage 3. Collection of cuttings for propagation. 4. Post performance bond with County to complete neighborhood restoration planting and maintenance	Seeds: Collection at appropriate season for later use. Cuttings: Collected prior to vegetation removal and grading. Bond: Prior to final map recordation Restoration: Prior to occupancy clearance for the first residence of each neighborhood	Completed for existing restoration; continued implementation for restoration of additional habitats including maritime chaparral, coastal sage scrub, oak woodland riparian scrub and native grassland
75	BIO 3.2a 1 Pre-construction survey by EQAP biologist to: a. Determine presence/absence of sensitive species.	Pre-construction Survey EQAP biologist present at start of construction activities for each phase Endangered Species Act	Pre-construction Survey: Prior to Land Use Permit for grading. Raptor nest survey: prior to	Completed for those neighborhoods already constructed; condition remains in effect

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Tentative Tract Map 14,430
Exhibit D2 -- Development Agreement June 2015

	Condition of Approval	Action	Timing	Status
	<p>b. Capture and relocate sensitive species to nearest suitable habitat if found on site.</p> <p>c. Consult w/CDFG & USFWS if federally listed species found</p> <p>d. Carry out special handling instructions for American badger</p> <p>e. Establish 500 ft. no construction zone if raptor nest found:</p>	<p>permits/authorizations for capture/relocation by EQAP biologist</p> <p>Special handling instructions for American badger</p> <p>Raptor nest survey by EQAP biologist</p> <p>Surveys submitted to P&D for review/approval.</p>	<p>final approval of site plans.</p>	
76	<p>BIO 3.2b</p> <p>Survey of active raptor nest sites.</p> <p>a. Survey by EQAP biologist</p> <p>b. Maintain 500 ft no construction zone if nest found</p> <p>c. Ground disturbance of open grassland, riparian, oak woodland, Eucalyptus trees, coastal scrub and chaparral to avoid raptor breeding season (3/1-8/15)</p>	<p>1. Reconnaissance and focused biological surveys to identify active nest sites</p> <p>2. Submit funds for EQAP biologist</p> <p>3. EQAP biologist report to detail results of species relocation efforts if any</p>	<p>Survey: 2 weeks prior to ground clearing and/or grading.</p> <p>EQAP funds: Prior to Land Use clearance for each Final Development Plan</p> <p>Report: After clearing and grading</p>	<p>Completed for those neighborhoods already constructed; condition remains in effect</p>
77	<p>BIO 4</p> <p>Tree replacement aside from 19 oak trees identified/targeted for removal due to construction activity</p> <p>a. 10 live oaks for each tree affected by construction activity within 6 ft of drip line that may caused damage or death to tree.</p> <p>b. New trees must survive 5 years on site</p> <p>c. Gopher fencing and drip lines on timer for first three years</p> <p>d. Decreased maintenance in the last 2 yrs. to ensure tree's</p>	<p>Suitable locations shown on Landscaping plans</p> <p>Review and approval of Landscaping plans by P&D</p> <p>Performance Bond posted with County</p> <p>Tree replacements planted, fenced and irrigated.</p>	<p>Bond: Prior to land use clearance for each Final Development Plan</p> <p>Trees: Prior to occupancy clearance</p>	<p>Completed for those neighborhoods already constructed; condition remains in effect</p>

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Tentative Tract Map 14,430
 Exhibit D2 -- Development Agreement June 2015

Condition of Approval		Action	Timing	Status
	ability to survive unaided.			
CULTURAL RESOURCES				
78	CR 1.1 All development within boundaries of known archeological site to be avoided and contained in open space easement. Area seeded with shallow rooted vegetation. Capping site may be allowed if avoidance not feasible.	Open Space Overlay or Application for Open Space Easement approval by County	Prior to Land Use Clearance for each Final Development Plan	CA-SBA-599H, adjacent to existing recreational trail, visited and found to be covered/obstructed by natural vegetation. No shallow rooted vegetation required
79	CR 1.2 Potentially significant archeological site contiguous to Open Space area.	Extended Phase 1 subsurface investigation by county approved archeologist completed to determine boundaries of site. Open space overlay adjusted to fully encompass archeological site boundary.	Prior to Land Use Clearance for each Final Development Plan	Investigation performed for CA-SBA-597H Locus A; not a significant resource. All other archeological sites surrounded by Open Space
80	CR 1.3 Phase 2 subsurface testing program to evaluate nature, extent and significance of arch resource. Site capped if necessary to avoid direct impact from ground disturbance. Phase 2 testing prior to capping of site.	Phase 2 Program by County qualified archeologist Mapping location of surface remains Surface collection of artifacts Monitoring by Native American Rep Analysis of all remains Final Report detailing results and duration of all artifacts and records	Phase 2: Prior to Land Use Permit Final Phase 2 Technical Report, Final Phase 2 Report: Prior to approval of Land use Clearance for each Final Development Plan.	Investigation performed for CA-SBA-597H Locus A; not a significant resource
81	CR 1.4 Phase 3 Data Recovery program. Funded by applicant, performed by county qualified archeologist.	Phase 3 data recovery research design, copy of contract with qualified archeologist, copy of contract with Native American observer, copy of draft and final phase 3 report reviewed and approved by County.	Prior to Land Use Clearance for each Final Development Plan.	Not required; CA-SBA-597H Locus A not a significant resource.
82	CR 1.5 Earth disturbance	Monitoring of earth disturbance within archeological sites by County-qualified archeologist	Prior to Land Use Clearance for each Final Development Plan.	Shall be implemented for CA-SBA-597H Locus A

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Tentative Tract Map 14,430
Exhibit D2 -- Development Agreement June 2015

	Condition of Approval	Action	Timing	Status
83	CR 1.6 Fencing in the event of Archeological discovery	If archeological resources found, buffer fence established	In effect throughout grading and building periods.	within Valley View Neighborhood. Shall be implemented for CA-SBA-597H Locus B within Valley View Neighborhood.
84	CR 1.7 Notification to native American Commission if disturbance of Archeological site	Cooperation with Commission required if archeological resources found	In effect throughout grading and building periods.	Ongoing for proposed buildout.
85	CR 1.8 Discovery of remains or historical artifacts	Excavation suspended if archeological resources found	In effect throughout grading and building periods.	Ongoing for proposed buildout.
86	CR 1.9 Phase 1 and Phase 2 investigation for CA-SBA-597H boundaries	Determine if site is within Lot 443	Prior to Land Use Clearance for each Final Development Plan.	Investigation performed for CA-SBA-597H Locus A; not a significant resource
87				
88	CR 2.1 Post signs prohibiting off-roading and collection of artifacts	Signs must be posted on property and along trails	Prior to Land Use Clearance for each Final Development Plan.	Completed for those neighborhoods already constructed; on-going for remaining construction
89	CR 2.2 Pre-construction Workshop by qualified ecologist	Hold workshop for construction crews	Prior to Land Use Clearance for each Final Development Plan.	Completed for those neighborhoods already constructed; on-going for remaining construction

OA: The Oaks, ME: The Meadows, PI: Pines, GR: The Grove, VW: Valley View

Tentative Tract Map 14,430
Exhibit D2 -- Development Agreement June 2015

Condition of Approval	Action	Timing	Status
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DRAINAGE / FLOODING

90	<p>HYDROWQ-3b1 Pesticide, Herbicide and fertilizer Maintenance plan Use of biodegradable pesticides and herbicides Disease resistant turf coverage Conditions included in CC&R's</p>	<p>a. Minimize use in common areas and private landscape areas during rainy season b. Use of biodegradable pesticides and herbicides maximized c. Bermuda grass planted in common area turf areas d. Maintenance plan text included in CC&R's</p>	<p>Maintenance Plan: Prior to Land Use clearance for each Final Development Plan</p>	<p>In effect; on-going compliance</p>
91	<p>HYDROWQ-3b.2 Dog waste pollution minimization in the Pine Canyon Creek vicinity. Surface water pollution prevention measures: 1. Mitt dispensers 2. Instructional display/signs</p>	<p>1. Surface water pollution prevention measures graphically noted on drainage plans. 2. Dispensers installed at Community Park and trails along Pine canyon creek. 3. Signs installed at each mitt dispenser 4. Drainage plans review/approval by County Flood Control and P&D</p>	<p>Drainage plan: Prior to map recordation for each phase of development Prevention measures: Prior to first Land Use permit for residential units</p>	<p>In effect; on-going compliance</p>

FIRE PROTECTION

92	<p>FIRE 1.1 Development fee to offset costs of providing Fire Protection Services to project site</p>	<p>Payment of development Fees</p>	<p>Fees: Prior to Occupancy permits for residential development</p>	<p>Completed for those neighborhoods already constructed; condition remains in effect</p>
93	<p>FIRE 1.2 a. Street addressing for each residence b. Building materials per Uniform Fire Code, Class A Roofing, Spark arrestors for wood burning fireplaces, decks</p>	<p>1. Primary and Secondary access routes 2. Development Plan Landscape Plan 3. Fire hydrant plan 4. Fire prevention measures depicted d on grading and</p>	<p>Plans for access, landscape and hydrants: Prior to Land use clearance for each Final development plan Installation: part of initial tract improvements for each</p>	<p>Completed for those neighborhoods already constructed; condition remains in effect</p>

OA: The Oaks, ME: The Meadows, PI: Pines, GR: The Grove, VV: Valley View

Tentative Tract Map 14,430
Exhibit D2 -- Development Agreement June 2015

	Condition of Approval	Action	Timing	Status
94	<p>treated with fire retardants or built out of heavy timber, eave vents and wood eave blocks prohibited on structural overhangs.</p> <p>c. Adequate number of fire hydrants as determined by Fire Dept</p> <p>FIRE 4 Fire protection measures to minimize fire hazards:</p> <p>a. Adequate primary and secondary access to the tract and adequate access to individual units per FD standards (road width, driveway width, surfaces, grades, turn around radius).</p> <p>b. Adequate street addressing.</p> <p>c. 100 ft. vegetation management zone.</p> <p>d. Structural requirements per Uniform Fire Code</p> <p>e. Water – Adequate number of fire hydrants</p> <p>f. Fees – fire protection fees</p>	<p>building plans</p> <p>5. Review and approval by P&D and Fire Department</p> <p>Planting and thinning implemented within the 100 ft. fire prevention vegetation management zone</p> <p>Individual lots to use fire resistant native species in the rear toward common open spaces</p> <p>Selective mosaic thinning of native vegetation per guidelines</p> <p>Measures graphically depicted on grading plans and construction documents where appropriate</p> <p>Review and approval by P&D and Fire Dept: Fire protection, access routes, Development Plan Landscape Plan and fire hydrant plan.</p>	<p>phase</p> <p>Individual lots: prior to individual lot occupancy</p> <p>Access, hydrants, and landscaping for common and open space areas: Installed as part of initial tract improvements for each phase.</p> <p>Individual Lot driveways, addressing, and landscaping: prior to occupancy clearance</p>	<p>Completed for those neighborhoods already constructed; condition remains in effect</p>

OA: The Oaks, ME: The Meadows, PI: Pines, GR: The Grove, WV: Valley View

Tentative Tract Map 14,430
Exhibit D2 -- Development Agreement June 2015

	Condition of Approval	Action	Timing	Status
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NOISE

95	<p>NOI 3.1 Time of day limits on construction activity and construction equipment maintenance Exempted activities. State holidays observed.</p>	<ol style="list-style-type: none"> 1. Construction activity and equipment maintenance limited to hours between 8am and 5pm. 2. Activities that do not generate noise exempted. 3. No construction on state holidays. 4. Timing noted on grading and construction plans. 5. Signs in place prior/during grading and construction. 6. Plans submitted for review/approval by P&D 	<p>Plan submittal: Prior to final map recordation. Signs: Prior to beginning and throughout grading and/or construction activities</p>	<p>Completed for those neighborhoods already constructed; condition remains in effect</p>
96	<p>NOI 3.2 Shielding and location of stationary construction equipment generating noise levels above 65 dBA.</p>	<p>Noise shielding of equipment through mufflers, lagging and/or motor enclosures. Noisy construction equipment to be located a min. of 200 ft away from occupied residences.</p>	<p>Equipment and shielding to remain in place throughout construction activities.</p>	<p>Completed for those neighborhoods already constructed; condition remains in effect</p>
97	<p>NOI 3.3 Advance notification of sensitive noise receptors of any and all construction activities.</p>	<p>Notification clause included in final on the final grading plans. Include phone number of construction manager or a representative in notification. Review and approval of plans by P&D</p>	<p>Notification: Implemented prior to and during construction. Plan review: Prior to Land Use permit for grading</p>	<p>Completed for those neighborhoods already constructed; condition remains in effect</p>
98	<p>NOI 3.4 All permanent exterior mechanical equipment acoustically engineered to keep noise levels below 65 dBA CNEL at the Pine Grove Elementary School location</p>	<p>Acoustic design to incorporate mufflers, enclosures, parapets, etc. Equipment noted on each Final development plan. Noise attenuation design reviewed and approved by P&D.</p>	<p>Plans: prior to land use permit issuance</p>	<p>Completed for those neighborhoods already constructed; condition remains in effect</p>
99	<p>NOI 3.5 Temporary noise barriers to block</p>	<p>1. Sound walls noted on the final grading plan.</p>	<p>Plan: prior to map recordation.</p>	<p>Completed for those neighborhoods</p>

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Tentative Tract Map 14,430
Exhibit D2 -- Development Agreement June 2015

	Condition of Approval	Action	Timing	Status
	line-of-sight between construction equipment and Pine Grove Elementary School when school is in session to reduce noise levels below 65 dBA CNEL	2. Review and approval of final grading plan by P&D		already constructed; condition remains in effect
PUBLIC SERVICES				
100	PS 2.1 Demolition and/or excess construction materials recycled where applicable.	1. Construction and Demolition Waste management plan. 2. Reviewed and approved by County Solid Waste and Utilities Division of Public Works and P&D 3. Provide P&D with receipts for recycled materials or separate bins	Plan: Prior to land Use clearance for each Final Development Plan Materials recycled: Throughout construction All materials recycled prior to occupancy clearance	Completed for those neighborhoods already constructed; condition remains in effect
101	PS 2.2 Materials with recycled content used in project construction. Chippers on site during construction to turn excess wood into landscape cover/mulch.	Submit to P&D and Public Works: 1. Solid Waste management program 2. Description of amounts and types of recycled materials used in project construction to P&D and Public Works 3. Description of monitoring program	Documents: Prior to land Use clearance for each Final Development Plan	Completed for those neighborhoods already constructed; condition remains in effect
102	PS 2.3			
103	PS 3.1.1 Annex to LCSD Can and will serve letters	Laguna County Sanitation District Waste waster within RWQCB limits Adequate treatment ad disposal for project Transmission lines have available capacity to serve project. Trunk lines built concurrent with residential construction	Prior to first residential certificate of occupancy.	Completed
104	PS 3.1.2 Replacement Canisters vs. salt-based softeners	Review proposed CC&R's	Prior to LUP for res units	Completed

OA: The Oaks, ME: The Meadows, PI: Pines, GR: The Grove, VV: Valley View

Tentative Tract Map 14,430
Exhibit D2 -- Development Agreement June 2015

	Condition of Approval	Action	Timing	Status
105	PS 3.1.3 LCSD Trunk & Connection Fees	Pay fees	Prior to Occupancy Clearance	Completed
106	PS 6.1 School Agreements (OUSD and SMJUHSD)	Payment of Statutory and Mitigation Fees	Prior to issuance of a building permit for each unit.	Completed
107	PS 7 Library Services Fee	Pay Library Fees	Prior to Occupancy Clearance	Completed

RECREATION

108	REC-1.3 Master Restoration Program: OSHM RIP	Complete Restoration as approved or amended by County Biologist Review/approval by Parks and P&D	Review/approval prior to recordation of MTTM. Bond Posted prior to recordation of MTTM	Completed
109	REC-1.9 Park site development per OSHMRIP guidelines. Oak preservation guidelines Drought Tolerant Species Native Plants	Reviewed by P&D and Parks a. Conform to OCP b. Maintenance by CFD	Community park prior to Occupancy Clearance for first units. Neighborhood parks prior to LU Clearance for ea. neighborhood.	Completed for parks already constructed; condition remains in effect
110	DELETED			
111	REC 1.7 Neighborhood Parks Design/Plans/Bonds	Improvements per Park specs and approved Concept Plan (10/02) Complete Neighborhood Parks Park design completed with dev plans for each neighborhood's phase	Post bonds prior to Map recordation for ea. neighborhood. Improvements prior to Occupancy in each neighborhood Final bldg and grading plans prior to Land Use clearance	Completed for parks already constructed; condition remains in effect
112	REC 1.9 Landscape Plans and OSHMRIP	OSHM RIP prepared by county approved qualified biologist Submit restoration and landscape plans for areas identified by OSHMRIP Plan implemented as approved or	Post Bonds for restoration areas prior to MTTM record Neighborhood landscaping plans to P&D prior to LU clearance for ea neighborhood.	Completed for parks already constructed; condition remains in effect

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Tentative Tract Map 14,430
Exhibit D2 -- Development Agreement June 2015

Condition of Approval	Action	Timing	Status
	<p>modified by Biologist. Mater OS restoration per OHMRIP schedule Neighborhood restoration shown on neighborhood landscaping plans. Neighborhood landscaping plans to P&D for review/approval.</p>	<p>Post Bonds for ea neighborhood landscaping/restoration prior to Map recordation</p>	
RISK OF UPSET / HAZARDOUS MATERIALS			
<p>113 HAZ 1a.1 Development on "Development Area" per DOGGR and well abandonment manual</p>	<p>Copies of site development plans to DOGGR All existing oil wells identified on the plans DOGGR to verify gas leaks not present If wells not abandoned per 1998 standards, will need to be re-abandoned. Ongoing development to observe setbacks for well-abandonment equipment When re-abandoned, 10 ft radius setback to be recorded from the surveyed head. If previously undocumented wells discovered, Orcutt office of DOGGR contacted for abandonment procedures New development to keep 25 ft setback from oil/gas related pipeline right of way.</p>	<p>Oil related facilities shown on final Grading Plans for review/approval by P&D prior to LUP for grading for each dev plan.</p>	<p>Partially completed; compliance on-going</p>
<p>114 HAZ 1c Monitor trained in soil contamination identification present during part of each day excavation/grading takes place. Monitor current in CAL-OSHA 40-hr training of hazardous materials</p>	<ol style="list-style-type: none"> 1. Determination based on visual, olfactory and instrument reading. 2. Grading to cease in newly uncovered contaminated areas pending assessment and remediation. 3. Requirement noted on grading 	<p>Review/approval by P&D prior to final map recordation for each neighborhood.</p>	<p>Completed for those neighborhoods already constructed; condition remains in effect</p>

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Tentative Tract Map 14,430
Exhibit D2 -- Development Agreement June 2015

Condition of Approval	Action	Timing	Status
	<p>plans for each development plan. 4. Scope of work and contract to P&D prior to land use permit for grading. 5. Grading Plan review/approval by P&D</p>		
TRANSPORTATION			
115 TRANS 2.1 Signalize Rice Patterson and Bradley Rd. intersection	Submit a phasing schedule indicating expected construction relative to intersection improvements.	Schedule prior to LU Clearance. LUP's issued together for road and project Intersection Improvements prior to Occupancy	Completed
116 TRANS 2.3 Signalize Rice Ranch and Bradley Rd. intersection	Submit a phasing schedule indicating expected construction relative to intersection improvements.	Schedule prior to LU Clearance. LUP's issued together for road and project Intersection Improvements prior to Occupancy	Completed
WATER RESOURCES			
117 WR 1.1 Reduction of long term increase in water demand - Use of water efficient techniques - Limit use of indoor water	Landscape and Irrigation Plan to P&D for review/approval. Agreement to install and maintain system for life. Water conserving measures shown on building/grading Plans.	Plan Prior to LU Clearance Install complete prior to Occupancy	Completed for those neighborhoods already constructed; condition remains in effect
PROJECT SPECIFIC CONDITIONS			
118 Construction Debris	Clear project site of all excess construction debris. Noted on final plans.	Prior to Occupancy	Completed for those neighborhoods already constructed; condition remains in effect
119 Construction equipment wash out	Washing only in designated areas	Throughout construction	Completed for those

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	Condition of Approval	Action	Timing	Status
	area	approved by P&D and shown on plans. Maintained throughout construction.		neighborhoods already constructed; condition remains in effect
120	Landscaping	Drought tolerant native or Mediterranean species Covenant to install and maintain front yards in CC&R's Four copies of landscaping & water-conserving plans to P&D for review/approval	CC&R's recorded prior to LU clearance Installed prior to Occupancy	Completed for those neighborhoods already constructed; condition remains in effect
121	Landscaping Bonds	Installation: Labor and materials Maintenance/replacement for 3 yrs. Amounts agreed to by P&D Changes to approved plans require substantial conformity		Advisory
122	Maintenance of Landscaping	Landscaping shall be maintained for the life of the project	Advisory	Advisory
123	Applicable Development Fees	Paid according to Orcutt development Impact Fee Ordinance and Resolutions	Advisory	Advisory
124	Connection to sewer's truck line	Connect into Graciosa sewer line. Built by developer. In place and accepted by the district	District Acceptance prior to Land Use Clearance	Advisory

DEVELOPMENT PLAN CONDITIONS

125	Conformity to Final Development Plan	Permits issued only if in conformance with approved Final Development Plan dated 9/24/03. Substantial Conformity determined by Director of P&D	Prior to LUP	Completed for those neighborhoods already constructed; condition remains in effect
126	Subsequent Final Development Plans	Previously approved plans are null and void	Advisory	Advisory
127	Time Extensions	Updated language for additional mitigations, conditions reflecting changed circumstances or additional	Advisory	Advisory

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Tentative Tract Map 14,430
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	Condition of Approval	Action	Timing	Status
		Identified impacts. Fees are those in effect at the time of approval of LUP.		
128	Grading/Development Permits	No permits issued prior to recordation of each phase of TM 14,430	After map recordation	Advisory
129	Development plan consistent with Specific Plan	TM to show easements for public emergency access if not shown on 14,636	Prior to TM 14,430 map recordation	Advisory
130	BAR approval	Final approval from BAR for each residence	Prior to approval of Land Use permit by P&D	Completed for those neighborhoods already constructed; condition remains in effect

COUNTY RULES AND REGULATIONS

131	Additional Permits Land Use Permit from P&D	Written clearance from all departments having conditions. Clearance form available from P&D	Prior to any improvement.	Completed for those neighborhoods already constructed; condition remains in effect
132	Conditions printed/illustrated on plans	All applicable conditions included on grading/construction/building plans submitted. Graphically illustrated were feasible.	Advisory	Completed for those neighborhoods already constructed; condition remains in effect
133	Compliance with Departmental Letters	Compliance with Departmental letters: APCD (5/7/03) Fire Dept. (9/4/03) County Parks (12/9/03) County Transportation (10/14/03) Env. Health Services (5/16/03) County Flood Control (9/17/03)	Advisory	Completed for those neighborhoods already constructed; condition remains in effect. 2007 Park Improvements Reimbursement Agreement allowed the financing of the additional park improvements requested by the County through a

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Condition of Approval	Action	Timing	Status
134 Project Compliance assurance	Contact P&D compliance staff: a. Provide contact person information. b. Provide estimated project schedule. c. Schedule on site pre-construction meeting 2 weeks prior to commencement of work (owner, compliance staff, other agencies, key CM personnel) d. Pay fees for P&D (and consultants when needed) to monitor job site	Prior to approval of Land Use permit	credit towards the Developers Quimby fees for up to 214 units in Phase 1. Completed for those neighborhoods already constructed; condition remains in effect
135 Payment of P&D Permit processing fees	Payment of all applicable P&D permit processing fees in full	Prior to land Use Permit for each neighborhood	Completed for those neighborhoods already constructed; condition remains in effect Advisory
136 Change of use in proposed building or structure	Any such change subject to environmental analysis and review by County including building code compliance.		Advisory
137 Hold Harmless Agreement with County	Developer to defend, indemnify and hold harmless the County, agents/officers/employees from any claim/action/proceeding against county with regards to approval of TM	Advisory	Advisory
138 Legal Challenge of any condition by applicant	Approval suspended pending dismissal, expiration of limitation period, or final resolution of challenge.	Advisory	Advisory
139 Compliance with Endangered Species Act	Applicant responsible for compliance Securing incidental take permits	Advisory	Advisory

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	Condition of Approval	Action	Timing	Status
140	Left Intentionally Blank			
141	Left Intentionally Blank			
142	Left Intentionally Blank			
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Tentative Tract Map 14,430
 Exhibit D2 -- Development Agreement June 2015

Rice Ranch

Community Park Development Plan – 03DVP-00000-00009
Tentative Tract Map TM 14,430

	Condition of Approval	Action	Timing	Status
MM From SEIR 03-EIR-005				
BIOLOGICAL RESOURCES				
144	BIO-1.1 The OSHMP revised to include Habitat Restoration: a. Plant Materials b. Monitoring and Maintenance c. Performance criteria d. Identify remedial actions and/or contingency measures if performance criteria not met	A. Revised OSHMP B. Post Bonds	Prior to MTTM recordation	Completed
145	BIO 1.2: Coastal scrub Habitat Restoration Plan according to revised OSHMP	1. Restoration Plan to P&D for review and approval. 2. Performance bond posted	Plantings completed prior to occupancy permit. Neighborhood restoration prior to first occupancy in ea. Neighborhood.	Completed

	Condition of Approval	Action	Timing	Status
146	BIO-3.2a-2 Grassland Habitat Restoration Restore or set aside comparable habitats: 1. Preserve/enhance non-native on site. 2. Dedicate all/part of KS-30 3. Preserve/enhance/restore off-site habitat 4. Dedicate off-site property 5. Grant open space easement	Submit agreements to retain/create on-site or off-site comparable habitats prior to Master Map recordation.	Prior to or concurrent w/MTTM Recordation	Completed
RECREATION				
147	REC-1.2 No structures on Open Space other than park improvements, habitat restoration, fire prevention and necessary infrastructure.	Grading, slope improvements, stabilization, over-excavation and recompaction as needed for adequate lateral and adjacent support.	Review and approval of final building and grading plan by P&D. Community Park and trails developed prior to occupancy permits.	On-going compliance
148	REC-1.6 Community Park Improvements 1. According to Concept Master Plan (Oct 2002) 2. Coordinated with Parks Department 3. Conform to County Parks Specifications	Reviewed by P&D and Parks 1. Post bond 2. Complete improvements 3. Design community park 4. Final bidg and grading reviewed/approved by County parks	1. Prior to MTTM 2. Prior to certificate of occupancy. 3. When PIP's for Phase 1 infrastructure 4. Prior to Land Use Clearance	Completed

	Condition of Approval	Action	Timing	Status
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TRANSPORTATION

149	<p>TRANS 4.1 Provide a minimum of 166 parking spaces in the community park.</p>	<ol style="list-style-type: none"> 1. Development Plan required 2. Approval/review by P&D and Parks Dept. 3. Final Design when PIP's for Phase 1 infrastructure 	Prior to approval of Land Use Clearance	Completed
150	<p>TRANS 4.2 Community Park master calendar</p>	<ol style="list-style-type: none"> 1. Master calendar maintained and provided by SB County Park Dept. 2. Reviewed/approved by P&D and Parks dept. 	Prior to occupancy clearance for first phase of residential development.	Completed

Rice Ranch

Valley View Neighborhood Development Plan: 03DVP-00000-00010 Tentative Tract Map 14,430

	Condition of Approval	Action	Timing	Status
MM From SEIR 03-EIR-005				
AESTHETICS				
156	AES 4.3.1 Vertical metal rail fencing based on OCP Dev Std VIS-O-1.1 instead of 6 ft high perimeter masonry wall	Fence Guideline Specs along Rice Ranch Rd., Bradley Rd., Stubblefield Rd., and Black Oak Rd. incorporated into Specific Plan Design guidelines.	Review by P&D, BAR prior to BOS approval. Review by P & D of vertical fencing as noted on final grading and building plans prior to land Use clearance for Final Development plans.	Wall and fence approved/reviewed by BAR and P&D. See pages 16 and 17 of Grading Plans, and Detail 1 on page 36 for fence details.
LAND USE				
157	LU 1.1b 100 ft separation from adjacent AG designated land Separation: roads, trails and landscaping. Buffer may be reduced by 6 ft. high wall to reduce noise and odor	Final Bldg Plans showing required setbacks along southern boundary of the Meadows neighborhood. If wall buffer used it must be 3 lbs./sf. density of exposed surface (concrete block, stucco or slump stone.	Prior to Land Use permit issuance. Wall design review and approval by P&D prior to land use permit. Wall built after rough grading and prior to building condos.	VV not yet constructed -- on-going compliance
RISK OF UPSET/HAZARDOUS MATERIALS				
158	HAZ 1.d Comparative route assessment to verify New Love Oil Field access road has least risk of transport to and from oil field.	Comparative Route Assessment prepared. If New Love Oil Field access road has least risk: a. Signs posted on road b. Potential home buyers shall be informed of transportation of petroleum related substances will continue	Review and approval by P&D prior to Pine Creek Final Development plans or Valley View Land Use Clearance (whichever develops first).	Sellers' Notice to recorded w/MTTM 14,636. See document 2005-0095078; risk analysis completed and submitted to P&D

Rice Ranch

Pine Creek Neighborhood Development Plan: 03DVP-00000-00011 Tentative Tract Map 14,430

	Condition of Approval	Action	Timing	Status
MM From SEIR 03-EIR-005				
AESTHETICS				
164	AES 4.3.1 Vertical metal rail fencing based on OCP Dev Std VIS-O-1.1 instead of 6 ft high perimeter masonry wall	Fence Guideline Specs along Rice Ranch Rd., Bradley Rd., Stubblefield Rd., and Black Oak Rd. incorporated into Specific Plan Design guidelines.	Review by P&D, BAR prior to BOS approval. Review by P& D of vertical fencing as noted on final grading and building plans prior to land Use clearance for Final Development plans.	Completed
NOISE				
165	NOI 2.2 Noise attenuating design (solid core doors, double pane windows) to keep interior noise exposure to 45dBA CNEL or below.	Final Bldg Plans showing required noise attenuating design by an approved acoustical engineer for the Pine Creek neighborhood	Review and approval by P & D prior to Land Use permit issuance	Completed
RISK OF UPSET/HAZARDOUS MATERIALS				
166	HAZ 1.d Comparative route assessment to verify New Love Oil Field access road has least risk of transport to and from oil field.	Comparative Route Assessment prepared. If New Love Oil Field access road has least risk: a. Sign posted on road b. Potential home buyers shall be informed of transportation of petroleum related substances will continue	Review and approval by P&D prior to Pine Creek Final Development plans or Valley View Land Use Clearance (whichever develops first).	Sellers' Notice to recorded w/MTTM 14,636. See document 2005-0095078; risk assessment submitted to P&D

Rice Ranch

The Oaks Neighborhood Development Plan: 03DVP-00000-00012 Tentative Tract Map 14,430

	Condition of Approval	Action	Timing	Status
MM From SEIR 03-EIR-005				
AESTHETICS				
172	AES 4.3.1 Vertical metal rail fencing based on OCP Dev Std VIS-O-1.1 instead of 6 ft high perimeter masonry wall	Fence Guideline Specs along Rice Ranch Rd., Bradley Rd., Stubblefield Rd., and Black Oak Rd. incorporated into Specific Plan Design guidelines.	Review by P&D, BAR prior to BOS approval. Review by P& D of vertical fencing as noted on final grading and building plans prior to land Use clearance for Final Development plans.	Wall and fence approved/reviewed by BAR and P&D. See pages 16 and 17 of Grading Plans, and Detail 1 on page 36 for fence details.
NOISE				
173	NOI 2.2 Noise attenuating design (solid core doors, double pane windows) to keep interior noise exposure to 45dBA CNEL or below.	Final Bldg Plans showing required noise attenuating design by an approved acoustical engineer for the Pine Creek neighborhood	Review and approval by P& D prior to Land Use permit issuance	The Oaks not yet completed; compliance on-going

Rice Ranch

The Meadows Neighborhood Development Plan: 03DVP-00000-00013 Tentative Tract Map 14,430

Condition of Approval	Action	Timing	Status
MM From SEIR 03-EIR-005			
AESTHETICS			
179 AES 4.3.1 Vertical metal rail fencing based on OCP Dev Std VIS-O-1.1 instead of 6 ft high perimeter masonry wall	Fence Guideline Specs along Rice Ranch Rd., Bradley Rd., Stubblefield Rd., and Black Oak Rd. incorporated into Specific Plan Design guidelines.	Review by P&D, BAR prior to BOS approval. Review by P& D of vertical fencing as noted on final grading and building plans prior to land Use clearance for Final Development plans.	Meadows perimeter fence along Stubblefield Rd. complies with this standard
GEOLOGICAL RESOURCES			
180 AES 4.3.1 Vertical metal rail fencing based on OCP Dev Std VIS-O-1.1 instead of 6 ft high perimeter masonry wall	Fence Guideline Specs along Rice Ranch Rd., Bradley Rd., Stubblefield Rd., and Black Oak Rd. incorporated into Specific Plan Design guidelines.	Review by P&D, BAR prior to BOS approval. Review by P& D of vertical fencing as noted on final grading and building plans prior to land Use clearance.	Meadows not yet constructed; compliance on-going

Condition of Approval	Action	Timing	Status
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LAND USE

181	<p>LU 1.1b 100 ft separation from adjacent AG designated land Separation: roads, trails and landscaping. Buffer may be reduced by 6 ft. high wall to reduce noise and odor</p>	<p>Final Bldg Plans showing required setbacks along southern boundary of the Meadows neighborhood. If wall buffer used it must be 3 lbs./sf. density of exposed surface (concrete block, stucco or slump stone.</p>	<p>Prior to Land Use permit issuance. Wall design review and approval by P&D prior to land use permit. Wall built after rough grading and prior to building condos.</p>	<p>Meadows not yet constructed; compliance on-going</p>
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NOISE

182	<p>NOI 2.2 Noise attenuating design (solid core doors, double pane windows) to keep interior noise exposure to 45dBA CNEL or below.</p>	<p>Final Bldg Plans showing required noise attenuating design by an approved acoustical engineer for the Pine Creek neighborhood</p>	<p>Review and approval by P&D prior to Land Use permit issuance</p>	<p>Meadows not yet constructed; compliance on-going</p>
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Rice Ranch

The Grove Neighborhood Development Plan: 03DVP-00000-00014 Tentative Tract Map 14,430

	Condition of Approval	Action	Timing	Status
	MM From SEIR 03-EIR-005			
	Land Use			
188	LU 1.1b 100 ft separation from adjacent AG designated land Separation: roads, trails and landscaping	Final Bldg Plans showing required setbacks along southern boundary of The Grove neighborhood	Prior to Land Use permit issuance	The Grove not yet constructed; compliance on-going
	NOISE			
189	NOI 2.2 Noise attenuating design (solid core doors, double pane windows) to keep interior noise exposure to 45dBA CNEL or below.	Final Bldg Plans showing required noise attenuating design by an approved acoustical engineer for The Grove neighborhood	Prior to Land Use permit issuance	The Grove not yet constructed; compliance on-going

Rice Ranch

Conditions of Approval Tentative Tract Map TM 14,430

Condition	Action	Timing	Status
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PROJECT DESCRIPTION

1	Project Description		
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MM From SEIR 03-EIR-005

BIOLOGICAL RESOURCES

2	<p>BIO-1.5a Native habitat disturbance minimized:</p> <ol style="list-style-type: none"> 100 ft vegetation management zone on lots adjacent to native habitats. Accessory structures or guest-houses not allowed in the mgmt. zone. 	<ol style="list-style-type: none"> 100 ft. zone noted on all Development Plans, Grading Plans and Fuel Management Plans Review/approval of development and grading plans by P&D 	<ol style="list-style-type: none"> Prior to Final Map recordation. Prior to Land Use clearance of final Dev. Plan for each phase. 	Complete
3	<p>BIO 3.2a-1 Pre-construction survey by EQAP biologist to</p> <ol style="list-style-type: none"> Determine presence/absence of sensitive species. If found, sensitive species captured and relocated to nearest suitable habitat. Raptor Nest 500 ft. no construction zone 	<p>EQAP Biologist present at:</p> <ol style="list-style-type: none"> Initial site prep Initial ground disturbance activities during each phase Endangered Species Act permits/authorizations for capture/relocation Hand excavate American Badger dens to prevent re-use during construction <p>Raptor nest survey by EQAP biologist submitted to P&D for review/approval.</p>	<p>EQAP biologist sensitive species survey prior to Land Use Permit for grading. Raptor nest survey prior to final approval of site plans.</p>	Complete in part; compliance on-going

DRAINAGE / FLOODING

	Condition	Action	Timing	Status
4	HYDRO/WQ-2a Basin B contingency: detention basin at the western end of Meadows	<ul style="list-style-type: none"> a. If basin B not ready, alternate basin built at western end of the Meadows. b. Storm water flows redirected when basin B is built and operational. c. The Grove, the Meadow, and eastern Oaks neighborhood final drainage plans 	<ol style="list-style-type: none"> 1. Start of project grading for the Grove, Meadow, and the Oaks. 2. Review/approval by County Flood Control and P&D prior to map recordation 3. Prior to approval of Land Use permit 	<p>No need for alternate temporary basin.</p> <p>Basin "B" completed and operational</p>
5	HYDRO/WQ-2b Fencing on detention basins according to Flood Control specs	Final drainage plans and retention basins plan to include fencing specs.	Review/approval by County Flood Control and Bldg & Safety prior to map recordation	Location, extent, and details of fencing on basins shown on PIP's and/or grading plans. Compliance on-going
6	HYDRO/WQ-2c Receptor drain design for 25 yr storm event and 100 yr storm event	Receptor drains built to handle 25 yr. Storm event and overlaid escape of 100 yr flood event. Final drainage plans	Review/approval by County Flood Control and Bldg & Safety prior to map recordation	Completed
7	HYDRO/WQ-3b.2 Dog waste pollution minimization	Prevention measures noted on drainage plans. Implemented on Pine Canyon Creek vicinity: <ul style="list-style-type: none"> a. Mitt dispensers installed at Community Park and trails along Pine canyon creek. b. Instructional display/sign installed 	Plan review/approval by County Flood Control and P&D prior to map recordation. Measures implemented prior to first residential Land Use permit	Completed

	Condition	Action	Timing	Status
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GEOLOGICAL RESOURCES

8	<p>GEO 1b Southern Meadows Neighborhood: Soil Excavation adjacent to Pine Canyon Creek</p>	<p>Overexcavated to 15 ft. depth in alluvial areas and 3-7 ft. in the Orcutt sand deposits. Depths listed on grading plan for the Meadows</p>	<p>Review/approval by Flood Control and P&D prior to map recordation and final development map clearance.</p>	<p>Meadows not yet constructed; compliance on-going</p>
9	<p>GEO 1c Superficial sediment overexcavation to avoid settlement caused by compressive soils.</p>	<p>Removal of 3-12 ft of soil in areas mapped as Orcutt sand Removal of 5-15 ft in areas mapped as alluvium. Removal of existing artificial fill beneath roadways Excavation depths listed on grading plans</p>	<p>Review/approval by Flood Control and P&D prior to map recordation for each phase of development.</p>	<p>Completed during Rough Grading. Noted on Fine Grading Plans for all on-going for remaining construction</p>
10	<p>GEO 1d Prevention of erosion induced siltation of on-site and off-site drainages. Measures included in Final Grading and Drainage Plans</p>	<p>Erosion control components listed on grading plans. a. Temp berms, sedimentation traps, silt fencing, straw bales, sand bags to minimize erosion b. Restoration of non-paved areas c. Preserve large stands of trees and natural flood channels d. Surface runoff to culverts e. Energy dissipaters at end of drain outlets f. Runoff velocity reduction structures in Open space/undeveloped areas. g. Drainage outlets into creek to follow the general direction and natural flow. h. Grading not to take place during wet season unless erosion control measures in place. i. Site grading away from foundations and slabs to prevent collection. j. New trails aligned with (e) roads/trails to minimize ground disturbance k. Storm drain trenches through undisturbed areas to be done in 500 ft. lengths backfilling before doing next phase</p>	<p>Review and approval of final grading plan by P&D and Flood Control prior to map recordation for each phase of development. Measures implemented prior to Land Use Permit for grading.</p>	<p>Noted on Fine Grading Plans for all neighborhoods; compliance on-going for remaining construction</p>
11	<p>GEO 2a</p>	<p>MSE slope specs listed and identified</p>	<p>Review and approval of</p>	<p>Noted on Fine Grading and</p>

	Condition	Action	Timing	Status
	Mechanically Stabilized Earth (MSE) fill slopes built with re-vegetation and include geogrids, mats, or retaining walls.	on grading plans. Revegetation to include planting, hydroseeding, and/or hydromulch. Stabilization on proposed fill slopes and cut slopes.	grading plan by P&D and County Flood Control prior to map recordation for each phase.	Restoration Plans Grading, PIP's, Landscaping, Community Park Plans for all neighborhoods; compliance on-going for remaining construction
	LAND USE			
12	LU 1.1a Buyer notification for lots within 1,000 ft. of AG zoned lands. Inconvenience or discomfort from noise, odors, dust and chemicals from Ag operations will -not- be deemed a nuisance.	Buyer notification to homeowners within the Grove and Meadow. Buyer notification to homeowners along southern boundary of Valley View neighborhood. Submit buyer notification to P&D to be recorded with Final Map for The Grove, Meadow and Valley View neighborhoods.	Prior to recordation of Final Map for each, the Meadows Grove, The Meadows and Valley View.	Partially completed; notice recorded with Master Map (Document 2005-0095078). Compliance on-going for remaining construction
	NOISE			
13	NOI 2.1 Truth in Sales: potential nuisance noise from oil operations and aircraft overflight.	Buyer notification submitted to P&D Notice provided to all potential home buyers Recorded as a separate sheet with the Final Map.	Review/approval by P&D prior to recordation of final map for each neighborhood.	Buyer's Notice recorded with Master Map (Document 2005-0095078) ; compliance on-going for remaining construction
14	NOI 3.1 Limitations of construction activity throughout the day and exemptions. State holidays observed.	Construction activity limited to hours between 8am and 5pm. Construction equipment maintenance during same period. Non-noise generating activities (painting) exempt. No construction on state holidays. Noted on grading and construction plans. Signs in place prior/during grading and construction.	Review/approval by P&D prior to final map recordation.	Signs posted as required on the job site. Compliance on-going for remaining construction
15	NOI 3.5 Temporary noise barriers shall be used and relocated to shield Pine Grove Elementary when school is in session. Noise levels below 65 dBA CNEL.	Sound walls noted on the final grading plan.	Review and approval of final grading plan by P&D prior to map recordation.	Sound walls noted on Grading Plans and already in place around the elementary school.

Condition	Action	Timing	Status
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PUBLIC SERVICES

16	<p>PS 3.1.1 Can and will serve letters</p>	<p>Laguna County Sanitation District a. Waste waster within RWQCB limits b. Adequate treatment and disposal for project c. Transmission lines adequate capacity to serve project. d. Trunk lines built concurrent with residential construction</p>	<p>Prior to first residential certificate of occupancy.</p>	<p>Completed</p>
17	<p>PS 4.1 Water Infrastructure plan</p>	<p>a. Water infrastructure plan submitted to P&D b. Effective provision of service c. System meets quality and pressure standards d. Demonstrate no net increase in groundwater consumption.</p>	<p>Review/approval of water infrastructure plan by P&D prior to map recordation.</p>	<p>Partially completed; compliance on-going</p>
18	<p>PS 4.2 Fair share of GSW's new tanks.</p>	<p>Location of new tanks shown on grading and site plans.</p>	<p>Review/approval of water tank plan by P&D prior to map recordation.</p>	<p>Partially completed; compliance on-going</p>

RECREATION

19	<p>REC-1.7 Completion of Community Park Improvements Conform to County Parks Specifications</p>	<p>Reviewed by P&D and Parks a. Post bonds b. Improvements per County Parks specifications c. Complete improvements prior to certificate of occupancy for the first residence on first neighborhood.</p>	<p>Bonds posted prior to final map recordation. Review/approval of final building and grading plan by P&D prior to Land Use Clearance.</p>	<p>Completed</p>
20	<p>REC-1.9 OSHRIP approved by P&D and County Parks. All aspects of plan implemented as approved, or modified by County Biologist (Melissa Mooney).</p>	<p>Reviewed by P&D and Parks a. Methods for long-term management. b. Methods to protect and enhance habitat c. Habitat restoration of sand hill</p>	<p>OSHRIP and Bonds prior to map recordation. Review/approval of neighborhood restoration areas, perimeter and street frontage</p>	<p>Completed</p>

Condition	Action	Timing	Status
	chaparral Maintain Habitat continuity Unified landscape themes Perimeter landscaping Open Space neck on eastern mesa to be 200 ft. wide (min)	landscaping by P&D prior to Land Use Clearance for each neighborhood.	

RISK OF UPSET / HAZARDOUS MATERIALS

21	HAZ 1a.2 Full disclosure of previous use of land as oil field to potential homebuyers.	Notice to include: a. Oil well location b. Verification of Abandonment by DOGGR c. Description of required setbacks from well	At time of map recordation. Notice wording review/approval by P&D prior to map recordation for each phase of development.	Buyer's Notice recorded with Master Map (Document 2005-0095078). HazMat Unit Clearance: "No Further Action" letter dated Jan 2, 2002 on record. Setbacks around abandoned wells to be noted on Grading Plans and PIP's where appropriate.
22	HAZ 1c Monitor trained in soil contamination identification present during part of each day excavation/grading takes place. Monitor current in CAL-OSHA 40-hr training of hazardous materials	a. Determination based on visual, olfactory and instrument reading. b. Grading to cease in newly uncovered contaminated areas pending assessment and remediation. c. Requirement noted on grading plans for each development plan. d. Scope of work and contract to P&D prior to land use permit for grading. e. Grading Plan review/approval by P&D	Review/approval by P&D prior to final map recordation for each neighborhood.	Completed for neighborhoods already completed; compliance on-going

TRANSPORTATION

23	TRANS 1.1 Transportation fees to county to offset cumulative impacts on traffic, circulation systems maintenance	Transportation fees to County as determined by County Public Works based on adopted fee schedule at time of payment.	Prior to final map recordation for each neighborhood.	Partially completed; road fees for each neighborhood due prior to map recordation.
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Condition	Action	Timing	Status
24	<p>and off-site improvements.</p> <p>TRANS 1.2 Class II and Class III bike lanes per specific plan and Tentative Tract Map</p>	<p>Bicycle paths and lanes per county standards on width, surface, markings and signage.</p> <p>Final bike lane specs on ea. Neighborhood consistent with Specific Plan.</p>	<p>Review/approval by P&D and Public Works (Roads division) prior to final map recordation.</p> <p>Partially completed; compliance on-going</p>
25	<p>TRANS 1.3 Fair share contribution towards regional transit needs.</p>	<p>a. Bus Stop / Bench facilities OR b. In Lieu fees as determined by P&D and SMAT.</p>	<p>Submit agreement prior to map recordation on each neighborhood.</p> <p>Completed</p>
26	<p>TRANS 5.1 Engineering and construction of Stillwell Rd. extension within approved map boundaries.</p>	<p>If owned by developer at time of recordation for the Grove or Meadow final map: a. Post performance bond. b. Complete road construction</p>	<p>Bus stop/bench built prior to first occupancy permit (by neighborhood) OR In lieu fees paid prior to final map (by neighborhood).</p> <p>Bond posted prior to map recordation (the Grove or The Meadow)</p> <p>Complete road prior to first certificate of occupancy in the Grove neighborhood.</p> <p>Not yet due; compliance on-going</p>
27	<p>TRANS 5.2 Contribution to OTIP Fee Program for future (cumulative) improvements required at Clark Avenue/US 101</p>	<p>Fee payment in the amount determined by County Public Works Transportation Division.</p>	<p>Payment prior to final map recordation for each neighborhood.</p> <p>Completed</p>

WATER RESOURCES

28	<p>WR 1.1 Final agreement identifying long-term sources of water used to serve the project.</p>	<p>a. Review/approval of Final Agreement by P&D showing compliance with OCP Policies and Standards b. Can-and-will serve letters from</p>	<p>Prior to recordation of Final Tract Map</p> <p>Completed</p>
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Tentative Tract Map 14.430

Exhibit D9 - Development Agreement June 2015

Condition	Action	Timing	Status
	Cal Cities that does not exceed their annual safe yield.		
UNIQUE CONDITIONS			
29 All mitigation measures, conditions, agreements and specific plans associated/required by project to be recorded with Final Map, and appropriately noted/illustrated on grading, building plans.	All mitigation conditions recorded with Final Map. Conditions printed on plans and illustrated where feasible. Conditions do not apply retroactively if LUP's issued prior to recordation of TTM. Conditions apply to all subsequent LUP's issued.	Review/approval of form/content by P&D prior to recordation of Tentative Map. Recorded with Final Map.	Completed; conditions noted on Fine Grading and PIP's and illustrated where appropriate.
30 If revisions to approved TTM, or changes to conditions are sought	Approval process same as originally approved map.		Advisory
31 TTM plan check and fees	Five (5) copies of TTM and fees to P&D for compliance review of conditions. Map to show net lot area and open space.	Before final map clearance to County Surveyor	Five copies of the Final Map to be submitted to P&D after all departments sign off.
32 Recordation of subdivision by Units	Additional conditions may be imposed by Planning Commission		Advisory
33 Master Homeowners Association CC&R's for Rice Ranch. Basin Maintenance: County (Flood Control/P&D/County Counsel).	Provision for shared maintenance of areas not accepted by county and private common use (emergency vehicle access). Provision for shared maintenance of retention basin. Responsibility of all parcels to maintain property in compliance with all Conditions of Approval. Sub-area CC&R's: Neighborhood	Prior to Map recordation. Sub-area CC&R recorded with each neighborhood Final Map.	Completed
34 Water/Sewer Exemption – if water/sewer entity unable to allow new connection declaration or under connection ban from CW/QC Board Central Coast.	Exemption letter from water/sewer entity subject to rules, regulations, resolutions, and ordinances that exemption was granted. -OR- Letter from County health dept, P&D Bldg. & Safety: stating that subdivision will be served by	Prior to Board of Supervisors action on map.	Advisory

Condition	Action	Timing	Status
35 Location and widths of Public Utilities easements as required by serving utilities.	approved potable water source and approved private sewage disposal service. Each neighborhood: Set of prints to County surveyor of Final map and "acceptable easements" letter from water/sewer district, utility providing service.	Prior to final map recordation for each neighborhood	Completed
36 Electrical utilities installation	Installed underground	Public Improvements: Trenching and Utility lay-out	Partially completed; compliance on-going
37 Annexation to Utility Districts	Annexation to North County Lighting District and CSA 5.	Prior to Map recordation	Completed
38 Issuance of Development Permits and Grading permits	Permits issued only if in conformance with: Rezone 03RZN-003, TM 14,636 Dev. Plan 03DVP-00000-000009 Dev. Plan 03DVP-00000-000010 Dev. Plan 03DVP-00000-000011 Dev. Plan 03DVP-00000-000012 Dev. Plan 03DVP-00000-000013 Dev. Plan 03DVP-00000-000014 Development Agreement		Advisory
39 Easements for public emergency access shown on TM 14,430	TM to show easements for public emergency access if not shown on 14,636	Prior to TM 14,430 map recordation	Advisory. Easements shown on Master Map (14,636)

Condition	Action	Timing	Status
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COUNTY RULES AND REGULATIONS

40	Land Use Permit from P&D required prior to commencing any work	Written clearance from all departments having conditions. Clearance form available from P&D	Completed
41	BAR approval	Final approval from North County BAR for each residence.	Completed
42	Unnamed Roads	Unnamed Roads (Multi-family Area) to be named according to Article V of Road Naming Ordinance	Completed
43	Compliance with Departmental Letters	Compliance with Departmental letters: APCD (5/7/03) Fire Dept. (9/4/03) County Parks (12/9/03) County Transportation (10/14/03) Env. Health Services (5/16/03) County Flood Control (9/17/03)	Compliance on-going; departmental conditions included in Conditions of Approval. 2007 Park Improvements Reimbursement Agreement allowed the financing of the additional park improvements requested by the County through a credit towards the Developers Quimby fees for up to 214 units in Phase 1.
44	Project Compliance assurance	Contact P&D compliance staff: a. Provide contact person information. b. Provide estimated project schedule. c. Schedule on site pre-construction meeting 2 weeks prior to commencement of work (owner, compliance staff, other agencies, key CM personnel) d. Pay fees for P&D (and consultants) to monitor job site	Prior to approval of Land Use permit As applicable Prior to approval of Land Use permit
45	Payment of P&D Permit processing fees	Payment of all applicable P&D permit processing fees in full	Advisory

	Condition	Action	Timing	Status
46	Change of use in proposed building or structure	Any such change subject to environmental analysis and review by County including building code compliance.		Advisory
47	Hold Harmless Agreement with County	Developer to defend, indemnify and hold harmless the County, agents/officers/employees from any claim/action/proceeding against county with regards to approval of TM	Void if County fails to promptly notify developer or cooperate fully in defense of such claim.	Advisory
48	Court Challenge of Fee/Exaction/Dedication/MM -and/or- Court invalidation of condition	Approval suspended pending dismissal, expiration of limitation period, or final resolution of challenge. If court invalidates any condition, entire project undergoes review and substitute conditions may be imposed.	Pending dismissal, expiration, or resolution of legal challenge.	Advisory
49	Affordable Units and Affordable Housing Agreement The Meadow and the Pine Creek Neighborhood	Affordable Housing Agreement 73 (10% of total) units affordable to low income (75% of median area income). 73 (10% of total) units for workforce housing: 50 units affordable to 120% of median area income, and 23 units affordable to 150% of median area income.	Current application amends this condition in order to utilize County Inclusionary Housing Ordinance (IHO) Orcutt HIMA is already meeting the workforce housing need through the market; the County IHO will better address this issue	
50	Affordable Unit construction schedule. Percentage of occupancy clearance: Percentage of market rate units cleared for occupancy to match percentage of affordable units.	Requirement included in "Agreement to Provide Affordable Housing" Requirement printed on all grading and building plans	Enter into and record prior to Final Map Recordation Prior to Final Map recordation	Requirement to be recorded with Final Map, and noted on Grading and Building Plans
51	Tentative Map development	No development to occur except in compliance with approved Specific Plan and final development plan(s).		Advisory
52-56	Left intentionally blank			

County of Santa Barbara
 Development Impact Mitigation Fee Summary Sheet
 Orcutt Planning Area
 Revised Fees for FY 2015-2016

Fee Program	Single Family Dwelling Fee	Dwelling Other Than Single-Family Fee	Retail Commercial Fee (per 1,000-sf) ¹	Non-Retail Commercial Fee (per 1,000-sf)	Fee Determination By	Fee Collection By	Fee Due To Be Paid At?	Ordinance Effective Date
Parks								
• Quimby Fee	\$4,304.00	n/a	n/a	n/a	Parks Dept.	Parks Dept.	TM/TPM	8/15/1998
• Dev. Mit. Fee	\$4,198.00	see Note 3	n/a	n/a	Parks Dept.	Parks Dept.	FI	7/1/2006
• C&I Fee	n/a	n/a	\$1,274.00	\$1,795.00	Parks Dept.	Parks Dept.	FI	7/1/2006
Transportation								
• Road Fee	\$3,400.00	See attached	See attached	See attached	PW (Roads)	PW (Roads)	FI	7/1/2006
• Bikeway Fee	\$328.00	See attached	See attached	See attached	PW (Roads)	PW (Roads)	FI	7/1/2006
• Landscaped Median Fee	\$379.00	See attached	See attached	See attached	PW (Roads)	PW (Roads)	FI	7/1/2006
Regional Drainage	see attached	see attached	see attached	see attached	PW (Flood)	PW (Flood)	MC or LUP	8/15/1998
Fire	\$0.59/sf	\$0.75/sf	\$0.77/sf	see Note 6	Fire Dept.	Fire	FI	12/20/2014
Library Fee	\$760.00	\$519.00	\$522.00	\$739.00	P&D	P&D	FI	7/1/2006
Public Admin. Fee	\$424.00	\$290.00	\$292.00	\$413.00	P&D	P&D	FI	7/1/2006
Sheriff Fee	\$300.00	\$205.00	\$208.00	\$292.00	P&D	P&D	FI	7/1/2006

Notes:

1. Planning & Development will determine project size in order to calculate the fees.
2. TM/TPM: Tract Map/Tentative Parcel Map (fees payable prior to Land Use Permit for TM and prior to map recordation for TPM)
3. FI: Final Inspection (fees payable on or before final building permit inspection)
4. MC or LUP: Map Clearance or Land Use Permit (fee payable prior to map recordation or Land Use Permit if no map recordation)
5. Parks Development Mitigation Fees for other than single family dwellings are as follows (per unit):
 - Duplex Units \$ 3,616.00
 - Second Units \$ 1,511.00
 - Apartments \$ 2,979.00
 - Mobile Homes \$ 2,728.00
6. Fire charges \$0.95/sf for Office, \$0.71/sf for Industrial, \$0.52/sf for Warehouse/Distribution, and \$0.35/sf for Agricultural buildings.
7. Roads: A Peak Hour Trip (PHT) is equivalent of a single family dwelling. Contact Public Works-Roads (805-568-3232) for estimate of PHT.

Security Deposits Are in Bold Type & Shaded	TOTAL BASE FEE	P&D FEE	BLDG FEE	PARKS FEE	FIRE FEE	CARP SUMM FIRE DIST	ONY CONSL	SURVEY	FLOOD CONTRL	ROADS	WATER	ENVR HEALTH	CLERK OF THE BOARD
Temporary Second Dwelling Agreement & Site Visit	950.09	827.54	132.45										
MISCELLANEOUS													
Appeals to Decision-Makers:													
Appeal to Board of Supervisors (Pay Clerk of the Board)	648.26	505.26					103.00						40.00
Appeal to Planning Commission	608.26	505.26					103.00						
Consultation (security deposit)	343.00	343.00											
Pre-Application	1,500.00	1,500.00											
Post-Approval Review	261.76	261.76											
Design Review: Board of Architectural Review (BAR)													
BAR - Conceptual Only	261.76	261.76											
BAR - Conceptual/Preliminary/Final - Toro Canyon, Summerland	1,254.26	1,254.26											
BAR - Conceptual/Preliminary/Final - Montecito	1,043.95	1,043.95											
BAR - Conceptual/Preliminary/Final - Other Areas	1,131.92	1,131.92											
BAR Site Visit	2,054.38	2,054.38											
Community Design Guidelines Review	355.73	355.73											
BAR - Continuance/Revised Final	189.08	189.08											
Landscape Plan Review:													
Drainage Plan Review	263.90	263.90											
Landscape Review Minor	638.68	638.68											
Other Landscape Review	1,016.60	1,016.60											
Performance Security & Administration	450.72	450.72											
Permit Compliance:													
Permit Compliance Major	1,500.00	1,500.00											
Permit Compliance Minor	500.00	500.00											

ADVISORIES:

- Fixed Fees are non-refundable.
 - Security deposits will be held on account. Applicant will pay monthly invoices.
 - Appeals located in the Coastal Zone which qualify under State of Calif Public Resources Code Section 30603 are exempt from appeal fees.
 - BAR Site Visit fee will be charged for applicant-requested site visits
 - Multiple permit applications for Planning and Development:
 - Ministerial Cases with only Fixed Fees: Collect highest fee + \$150 for each additional fixed fee.
 - Discretionary Cases with Fixed Fees: Collect entire fee for each discretionary case type.
 - Security Deposit Cases: Collect highest security deposit.
 - Design review fees will be collected in full.
 - Grading review fees will be collected in full unless companion case has deposit, in which case only grading fee will be collected. A Building grading fee will be collected in full on deposit cases.
- OTHER DEPARTMENT FEE PROCEDURES:**
- If there is more than one deposit amount, only the largest deposit amount will be collected.
 - If there is more than one fixed fee, only the largest fixed fee will be collected for Flood and Water, for all other departments all fixed fees will be collected for each permit type.
 - Do not collect Fire Dept fees for projects located in Montecito.
 - Conditional Use Permit in existing building within urban area - collect for County Counsel, Fire, Building & EHS if well/septic.
 - Lot Line Adjustment with no potential structures or building potential - waive Road and EHS fees.
 - Minor Conditional Use Permits when structure exists & CLUP is just for use and for fences and walls - waive Building & EHS.
 - CDPs with hearings for additions with public water and sewer - waive EHS & Parks.
 - County Counsel & EHS reserve the right to charge fee if estimated costs are exceeded.
 - Water fee collected only if storm water treatment control BMPs required.
 - Either a County Fire fee or a Carpinteria/Summerland Fire District fee will be assessed based on parcel location, if applicable.
 - The "Total Base Fee" column uses the higher amount of the two fees in the calculation; therefore, the actual total fee assessed may differ.
 - Collect \$394 for EHS if review is necessary and no fee is listed. EHS hourly rate may be applied (\$135.00/hr.)
 - *Surveyor fee based on number of lots 1 to 25 lots - \$1,028, 26 to 75 lots - \$1,149, & 76 or more lots - \$1,320
 - *Surveyor Division limit in the schedule

Inland Noticing/Placard Fees effective August 7, 2009:
 Mailed Notice Fee: \$45.00 for Deposit, \$65.00 for Fixed Fee
 Letter placards (\$29.00) are required for: 1) Conditional Use Permits & Development Plans under the jurisdiction of the Planning Commission; and 2) legislative actions under the jurisdiction of the Board of Supervisors.
 All other projects placard fee is \$25.00. Lot Line Adjustment and Recorded Map Modifications noticing/placard processing procedures are covered under Santa Barbara County Chapter 21 Subdivision Regulations.

Notice: To legalize a zoning violation, applicants must pay permit fees plus a penalty fee equal to all applicable permit fees up to \$2,000.

For questions regarding fees, contact 805-564-2000 or your assigned planner.

Security Deposits Are in Bold Type & Shaded	TOTAL BASE FEE	P&D FEE	BLDG	PARKS	FIRE	CARP SUMMI FIRE DIST	CNTY CONSL	SURVEY	FLOOD CNTRL	ROADS	WATER	ENVR HEALTH	CLERK OF THE BOARD	APCD
Development Plans:														
Development Plan - Amendment - Director Review	3,395.45	1,500.00	132.45											
Development Plan - Director (New or Revised - Final After Prelim)	8,705.90	3,000.00	263.90	248.00	1,223.00	205.00	67.00		1,095.00	887.00	36.00	768.00		60.00
Development Plan - Planning Commission (New or Revised)	16,928.90	8,000.00	263.90	248.00	1,223.00	205.00	1,066.00		2,339.00	980.00	38.00	1,541.00		250.00
Development Plan - Zoning Administrator (New or Revised)	10,399.90	3,000.00	263.90	248.00	1,223.00	205.00	132.00		2,339.00	1,527.00	471.00	1,541.00		250.00
Substantial Conformity Determination	1,633.73	1,500.00	66.73				67.00			1,079.00	314.00	1,541.00		250.00
General Plan Amendments	8,926.00	8,000.00					532.00					394.00		
General Plan Consistency (sec 65402)	1,765.00	1,500.00					265.00							
General Plan Consistency (sec 65402) - County Review	554.93													
Hardship Determinations - Non-conforming use/structure	2,559.81	2,559.81												
Limited Exceptions Determination	1,500.00	1,500.00												
Maps:														
Lot Line Adjustment Planning Commission	6,942.73	3,000.00	66.73	82.00	204.00	410.00	399.00	1,275.00	390.00	552.00		768.00		
Lot Line Adjustment Zoning Administrator	6,610.73	3,000.00	66.73	82.00	204.00	410.00	67.00	1,275.00	390.00	552.00		768.00		
Parcel Map Waiver	2,293.00	1,500.00					399.00					394.00		
Recorded Map Modification - Planning Commission	5,111.73	3,000.00	66.73				399.00	932.00	320.00			394.00		
Recorded Map Modification - Zoning Administrator	3,611.73	1,500.00	66.73				399.00	932.00	320.00			394.00		
Tentative Parcel Map Plan, Comm (less than 5 lots)	13,786.45	5,000.00	132.45	330.00	1,223.00	410.00	399.00	1,014.00	1,029.00	1,591.00	310.00	2,698.00		60.00
Tentative Parcel Map Zoning Administrator (less than 5 lots)	10,915.45	3,000.00	132.45	330.00	1,223.00	410.00	132.00	1,014.00	1,029.00	1,142.00	155.00	2,698.00		60.00
*Tract Map (5-49 lots) - Flood Control requires fee +\$11/lot	18,621.18	8,000.00	198.18	494.00	1,223.00	410.00	1,332.00	*1,028.00	1,769.00	2,265.00	392.00	2,698.00		250.00
*Tract Map (50+ lots) - Flood Control requires fee +\$11/lot	22,444.18	8,000.00	198.18	494.00	4,074.00	410.00	1,598.00	*1,028.00	1,769.00	2,971.00	392.00	2,698.00		250.00
Mining Reclamation Plans	9,846.35	5,000.00	396.35				1,066.00		1,769.00	1,071.00		394.00		150.00
Modification of Conditions	1,899.00	1,500.00					399.00							
Oak Tree Tier 4 Permit	1,500.00	1,500.00												
Oil & Gas Production/Exploration Plans	7,940.90	5,000.00	263.90				1,066.00			820.00		191.00		600.00
Ordinance Amendments	6,332.00	5,000.00					1,332.00							
Overall Sign Plan	1,500.00	1,500.00												
Rezone	10,328.00	8,000.00					1,066.00		354.00	596.00		191.00		121.00
Rezone, Consistency	1,632.00	1,500.00					132.00							
Road Naming New or Rename - Director	1,742.95	1,422.95			204.00	205.00		115.00						
Road Naming - New or Rename - Zoning Administrator	1,842.04	1,522.04			204.00	205.00		115.00						
Site Investigation (Building)	132.45													
Site Visit	638.68	638.68												
Specific Plan	15,567.00	8,000.00					1,997.00		530.00	3,932.00	314.00	394.00		400.00
Substantial Conformity Determination	1,567.00	1,500.00					67.00							
Time Extensions Director	1,500.00	1,500.00												
Time Extensions Planning Commission	3,200.00	3,000.00					200.00							
Time Extensions Zoning Administrator	1,500.00	1,500.00												
Variance	2,230.73	1,500.00	66.73				664.00							
Zoning Modifications	1,765.00	1,500.00					265.00							
Discretionary Follow-up Permits:														
Coastal/Land Use/Zoning Clearance following Planning Comm/Board	1,500.00	1,500.00												
Coastal/Land Use/Zoning Clearance following Zone Admin/Director	1,016.60	1,016.60												
Parcel Map/Lot Line Adjustment Clearance - Conditions	1,801.73	1,500.00	66.73		101.00	205.00								30.00
Parcel Map/Lot Line Adjustment Clearance - No Conditions	1,099.37	827.64	66.73		101.00	205.00								
Tract Map Clearance	3,700.73	3,000.00	66.73		101.00	205.00	399.00							30.00

OTHER ORDINANCES & REGULATIONS

Alcoholic Beverage Control Affidavit	166.77	166.77												
Montecito Growth Management Ordinance Exemption (Not Hardship)	393.76	261.76					132.00							
Montecito Growth Management Ordinance Hardship Exemption	2,032.00	1,500.00					532.00							
Montecito Growth Management Ordinance Points Allocation	1,359.64	827.64					532.00							
Permit Revocation	4,997.00	3,000.00					1,997.00							
Special Problems Area Intake Review	435.76	261.76							174.00					
Sign Certificate of Conformance	638.68	638.68							460.00					
Surface Mining Annual Inspection - Minor	910.72	450.72							460.00					
Surface Mining Annual Inspection - Moderate	1,476.60	1,016.60							460.00					
Surface Mining Annual Inspection - Extensive reclamation performed	2,267.45	1,500.00	132.45						635.00					

Security Deposits Are in Bold Type & Shaded	TOTAL BASE FEE	P&D FEE	BLDG	PARKS	FIRE	CARP SUMMI FIRE DUST	CNTY CONSL	SURVEY	FLOOD CONTRL	ROADS	WATER	ENVR HEALTH	CLERK OF THE BOARD	APCD
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MINISTERIAL PERMITS - Coastal Development and Land Use Permits

Agricultural Structures:														
Addition to Agricultural Structure	784.46	355.73	66.73							324.00	38.00			
Greenhouses < 300 sq ft	450.72	450.72												
Greenhouses 300 - 9,999 sq ft	1,338.02	1,205.57	132.45											
Greenhouses 10,000 - 19,999 sq ft	2,092.86	1,960.41	132.45											
New Agricultural Structures	1,001.45	450.72	66.73					139.00		324.00	21.00			
Commercial/Industrial Structures:														
Commercial/Industrial Minor Alterations	638.68	638.68												
Commercial/Industrial New/Addition to Existing Structure	1,310.13	638.68	132.45					460.00		79.00				
Residential Structures:														
Accessory Structures	733.66	733.66												
Addition to Residential Structures	1,162.39	733.66	66.73							324.00	38.00			
Fences, Walls, Pools, Spas, Etc.	450.72	450.72												
Guest houses/Pool houses/Artist studios	922.62	922.62												
New Residential Structure or Residential 2nd Unit	1,290.64	827.64						139.00		324.00				
Residential Development with Special Constraints or Zoning Clearance	1,617.00	1,500.00									117.00			
Other Review:														
Carnival and Other Temporary Uses	488.18	355.73	132.45											
Change of Use	705.41	638.68	66.73											
Demolition	355.73	355.73												
Emergency Permit	2,623.31	1,960.41	263.90				399.00							
Energy/Public Works Facilities	1,092.64	827.64					265.00							
Exemption from Coastal Development Permit/Land Use Permit	355.73	355.73												
Exempt from Coastal Dev Prmit/Land Use Prmit/Tea & Jesusita Fire Rebl	302.15	302.15												
Exemption - Simple Permit - minimal research less than 1 hour	166.77	166.77												
Home Occupation	355.73	355.73												
Development with Special Constraints or Zoning Clearance	1,617.00	1,500.00								117.00				
Revision - Coastal Development Permit/Land Use Permit	355.73	355.73												
Time Extension - Coastal Development Permit/Land Use Permit	355.73	355.73												
Trailers	827.64	827.64												
Tree/Brush Removal	1,016.60	1,016.60												
Grading Plan Review & Permit:														
Grading < 500 cubic yards	894.37	827.64	66.73											
Grading 500 - 1,499 cubic yards	1,149.05	1,016.60	132.45											
Grading 1,500 - 4,999 cubic yards	1,338.02	1,205.57	132.45											
Grading ≥ 5,000 cubic yards	1,698.18	1,500.00	198.18											

DISCRETIONARY PERMITS - Hearing Required

Agricultural Preserves:														
Assumption Contracts	358.94	358.94												
Agricultural Preserve Cancellation	2,592.00	1,500.00					664.00	418.00						
Contract Modification/Replacement	1,500.00	1,500.00												
Contract Non-renewal	2,134.39	1,584.39					132.00	418.00						
Farm Land Security Zone Contracts	1,500.00	1,500.00												
New Agricultural Preserve Contract	1,500.00	1,500.00												
Rezone or Community Plan Change	1,500.00	1,500.00												
Coastal Development Permit with Hearing	5,170.00	1,500.00							1,171.00	586.00	157.00	1,349.00		60.00
Conditional Certificate of Compliance	2,599.00	1,500.00					306.00	205.00			394.00			
Conditional Use Permits:														
Conditional Use Permit Amendment - Director Review	4,618.00	3,000.00												
Conditional Use Permit - Major (New or Revised)	10,778.73	5,000.00	66.73	248.00	509.00	205.00	1,066.00		1,204.00	814.00	36.00	768.00		150.00
Conditional Use Permit - Minor	4,737.73	1,500.00	66.73	82.00	101.00	205.00			1,095.00	864.00	392.00	768.00		
Conditional Use Permit - Minor for Residential 2nd Unit in Ag Zone	4,638.73	1,500.00	66.73	82.00	306.00	205.00			1,095.00	864.00	157.00	768.00		
Conditional Use Permit Trailer Renewal	2,105.87	1,799.87			306.00	205.00								
Substantial Conformity Determination	1,567.00	1,500.00					67.00							
Determination of Similar Use - Planning Commission	1,765.00	1,500.00					265.00							

County of Santa Barbara Land Development Fees
Effective 6/24/13 (Revised 8/11/14)

Planning and Development Land Development Fees
Non-Salary Costs for Security Deposit Cases & Noticing Requirements

	Total Cost
Hearing Related Charges	
Consent Agenda (Zoning Administrator or Planning Commission)	290.19
Planning Commission Hearing	1,297.24
Zoning Administrator Hearing	389.27
Montecito Planning Commission Hearing	385.23
BAR Final/Revised	192.11
Continuance (Applicant Requested - see below)	192.11
Environmental Review Hearing	586.44
Hearing Stenographer	Actual Cost
Special Planning Comm Hearing	Actual Cost
Director Decision	290.19
 Other Non-Salary Charges	
Any case not falling into other category of non-salary charges (Case Closure)	72.80
Ministerial Permit Noticing	72.80
Required Special Noticing	290.19
Environmental Review Negative Declaration without hearing	290.19
2nd Residential Unit in Coastal Zone	290.19
Case Withdrawal prior to Completion	192.11
Display Advertisement in Newspaper	Actual Cost
Posted Placard Notice (small)	25.00
Posted Placard Notice (large)	29.00
Mailed Notices to Owners/Residents 300 ft.	95.00
Mailed Notices to Owners/Residents 1,000 ft	\$1.50/parcel noticed
Deposit Case (non-salary fixed cost & planner will directly bill case)	45.00

A public hearing continuance fee will be charged if a project has been noticed for hearing and a representative does not show up, or a representative requests a project be rescheduled within 72 hours prior to a hearing, or a request to reschedule is the result of a conflict/revision that does not have to do with staff or the hearing body and the case must be renoticed.

COUNTY OF SANTA BARBARA LAND DEVELOPMENT FEES - Deposit Information

Department/Description	Fund	Dept	Acct	Prog.	Org.	Proj.
NOD-Notice of Determination Fee -N	0001	053	3248	3020		
NOD-Notice of Determination Fee -S	0001	053	3248	6022		
Penalty Fee - N	0001	053	3248	3020		
Penalty Fee - S	0001	053	3248	6022		
Zoning Enforcement Labor N&S	0001	053	3248	Planner		
County Counsel	0001	013	5030	1000		
Surveyor Ag Preserve	0001	054	3244	5000		
Surveyor Subdiv.	0001	054	5092	5000		
Surveyor LLA/LS	0001	054	5091	5000		
Fire		2280 031	5093	6023	2000	
Fire Carpinteria/Summerland		3630	890 3201			
Roads	0015	054	5097	2100	0001	
Counter Permits-North	0001	053	3247	3030		
Counter Permits-South	0001	053	3247	6030	6004	
Compliance-North	0001	053	3243	3011		
Compliance-South	0001	053	3243	2011		
Development Review-North	0001	053	3247	3010		
Development Review-South	0001	053	3247	2010		
Environmental Health EHS	0001	041	3247	2600		
Parks	0001	052	5736	0204	na	ADMDEV
P&D Deposit	1415	053	5970			
Technology Fee	0001	053	5909	1000		
General Plan Surcharge	0001	053	3247	4020		
APCD	1960	871	5099			
Flood Control	2400	054	5091	3004		
Sales Tax	0525	053	5970			
Misc (not taxed)	0001	053	5909	6030	6004	
Documents/Publications Taxed	0001	053	5909	6030	6004	
Maps Taxed	0001	053	5909	6030	6004	
Witness Fees - Planning	0001	053	5909	2010	2000	
Witness Fees - Building & Safety						
Bldg NOD Notice of Deter Fee - N	0001	053	3248	6020		
Bldg NOD Notice of Deter Fee - S	0001	053	3248	6020		
Bldg Penalty Fee - N	0001	053	3248	6020		
Bldg Penalty Fee - S	0001	053	3248	6020		
Bldg - Penalty Fee - IV	0001	053	3248	6020		
Building - Planning Permit	0001	053	3247	6010		
Miscellaneous Costs						
Photocopies	0.25	/page				
Assessor Parcel Maps w/Zoning Information	1.50	/page				
Microfiche Copies	1.00	/page				
Electronic Parcel Information (disk/printout)	50.00	flat fee + 0.07 /parcel				
Maps (Zoning, Comprehensive Planning & Coastal)	\$1.50 taxable + \$5.00 map	handling svcs charge + shipping				
Returned check for insufficient funds	40.00	/each				
Hearing Tape Copies (Cassette or Video)	Cost of Tape + \$10.00/hr					
Color Maps:						
8.5 x 11	\$3.00 + shipping					
11 x 17	\$6.00 + shipping					
Custom	Actual cost + shipping					

Multiple permit applications:

Ministerial Cases with Fixed Fees: Collect highest ministerial fee +\$150 for each additional fixed fee

Discretionary Cases with Fixed Fees: Collect entire fee for each discretionary case type

Security Deposit Cases: Collect highest security deposit.

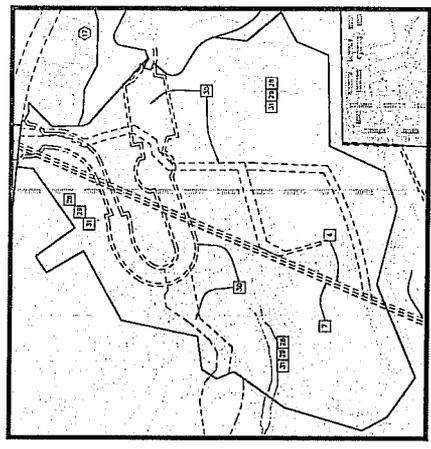
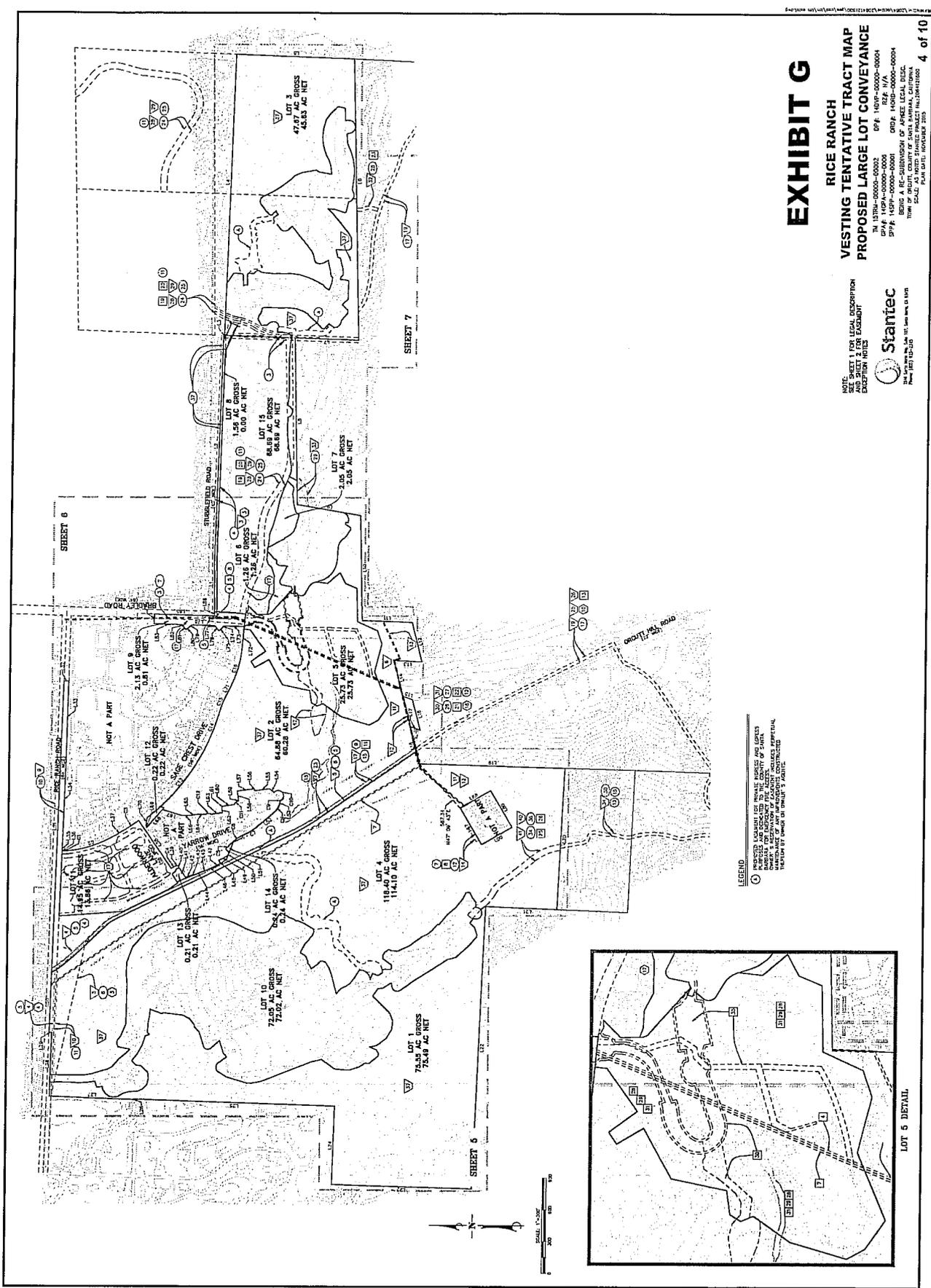
Grading and design review fees will be collected in full.

EXHIBIT G
RICE RANCH
VESTING TENTATIVE TRACT MAP
PROPOSED LARGE LOT CONVEYANCE

NOTE: SHEET 1 FOR LEGAL DESCRIPTION AND SHEET 2 FOR EXHIBIT AND EXPLANATION NOTES
 THE 1974-0000-0000 OFF. MAP NO. 0000-0000
 DPA# 1459-0000-0000 REF. N/A
 DPF# 1459-0000-0000 DPF# 1400-0000-0004
 BEING A CONTINUATION OF PARCEL LEGAL DESC. FROM PARCEL LEGAL DESC. NO. 1400-0000-0004
 PLAN DATE: SEPTEMBER 2015

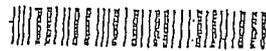


Statitec
 244 Leaning Pine Way, Suite 100, San Jose, CA 95131
 Phone: (415) 351-0200



LEGEND
 (1) PROPOSED LOTS (1) FOR PRIVATE PARCELS AND LOTS
 (2) EXISTING LOTS (2) FOR PRIVATE PARCELS AND LOTS
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EXHIBIT 2



2004-0014379

Recorded	REG FEE	.00
Official Records	FREE CO	.00
County Of	FREE CO	.00
SANTA BARBARA		
JOSEPH E. HOLLAND		
Recorder		

11:43AM 17-Feb-2004 Page 1 of 170

Recording Requested by:

Date: February 17, 2004

Return by interoffice mail to:

Clerk of the Board

105 E. Anapamu St Room 407

Santa Barbara CA

Attn: Wendy L. Ayala

Handwritten initials and marks

NO FEE PER GOVERNMENT CODE 6109

Title(s)

RICE RANCH DEVELOPMENT AGREEMENT
 FINAL TRACT MAP 14,636
 PARCEL #101-010013, 105-140-16, 101-020-04

Clerk of the Board File No. 03-01061

RICE RANCH DEVELOPMENT AGREEMENT

1.0 Recitals

- 1.1 Legal Authority for a Development Agreement. Pursuant to California Government Code sections 65864-65869.5 (the "Development Agreement Statute") the County of Santa Barbara ("County") hereby enters into this binding Development Agreement with McCadden, LLC ("Owner"), which has a legal or equitable interest in certain real property located in the unincorporated area of the County, consisting of approximately 626 acres, as more particularly described in Exhibit "A" ("Rice Ranch Property"). Owner proposes to develop Rice Ranch as a large-scale phased master planned community (the "Rice Ranch Project") in accordance with the Project Approvals, as defined below.
- 1.2 Project Approvals. Owner made a completed application on April 17, 1998 for County approvals to develop the Rice Ranch Project, including a Specific Plan, a Tentative Tract Map, Development Plans, a Large Lot Conveyance Map, and a Development Agreement (collectively, the "Project Approvals"), which were approved by the County on ~~December 2~~, 2003. The Project Approvals are attached and incorporated hereto as Exhibits "A1- A15"
- 1.3 Offers to Dedicate. Owner has agreed to offer for dedication the following: 343 acres of open space to the County; 32.7 acres of parkland to the County; and two parcels of land, 1.4 acres and 10.6 acres, respectively to the Orcutt Union School District ("School District") (collectively, "Offers to Dedicate").

2.0 Benefits

- 2.1 County. Under existing policies, ordinances and regulations:
 - 2.1.1 The County and the School District would not receive certain of the Offers to Dedicate until final maps are recorded on the Rice Ranch Project, which in the County's experience may occur years after the project approval or, in some rare cases, not at all. County acknowledges that it will benefit if the Offers to Dedicate are made simultaneously with the initial Project Approvals, so such Dedications will be assured and immediate to the public.

2.1.2 The County would not be able to require and would not receive the amount of affordable housing provided by the Rice Ranch Project. The County will benefit by the additional amount of affordable housing provided by the Rice Ranch Project above that obtainable under existing County policies, ordinances and regulations.

2.1.3 The County would not receive the amount of park space that will be provided by the Rice Ranch Project. The County will benefit from the amount of parkland provided by, and developed by, the Rice Ranch Project above that obtainable under existing County policies, ordinances, and regulations.

2.2 Owner. Under existing ordinances and regulations Owner's right to proceed under the Project Approvals may not be fully vested until recordation of final maps and commencement of substantial construction, and:

2.2.1 Owner would be unwilling to make certain of the Offers to Dedicate until that time, except as otherwise required, since such Dedications are based on development of the Rice Ranch Project according to the Project Approvals. Owner would benefit if such Project Approvals could be immediately vested, and would be willing to make the Offers to Dedicate upon such vesting.

2.2.2 Owner would be unwilling to provide affordable housing, as defined in section 3.2, except as otherwise required, since the provision of such housing is based on development of the Rice Ranch Project according to the Project Approvals. Owner would benefit if such Project Approvals could be immediately vested, and would be willing to provide such housing upon such vesting.

3.0 Obligations of Parties

3.1 County. The County agrees that:

3.1.1 Owner has a vested right to develop the Rice Ranch Project in accordance with the policies, rules and regulations of the County ("Applicable Rules") in effect on _____, ("Applicable Rules Effective Date"), and in accordance with the Project Approvals, for fifteen (15) years from the date

of this Agreement ("Term"), except that (i) with respect to Community Facilities District No. 2002-01, the Applicable Rules Effective Date shall be the date in which the District became effective; and (ii) with respect to types of fees which were in effect as of the Applicable Rules Effective Date, the amount of such fees shall be that in effect at the time the relevant fee ordinance specifies payment. This section shall not operate to exempt the Developer from payment of uniform property taxes and assessments. The Applicable Rules are attached hereto as Exhibit "g".

- 3.1.2 The County and Owner intend that Owner shall have such rights to develop the Rice Ranch Project in accordance with the Applicable Rules and Project Approvals to the full extent provided for in the Development Agreement Statute and case law construing or interpreting Development Agreements.
- 3.1.3 This Agreement shall be subject to all the requirements and obligations of a Development Agreement under the Development Agreement Statute.
- 3.2 Owner. The Owner agrees that:
 - 3.2.1 It will formally make the Offers to Dedicate, as provided in the Project Approvals, prior to or concurrent with recordation of Master Tract Map 14,636. The County and the School District reserve their discretion whether and when to accept such Offers to Dedicate.
 - 3.2.2 It will provide, as part of the Rice Ranch Project, Offers to Dedicate in fee three hundred forty-three (343) acres of open space to the County. County acknowledges that this Offer to Dedicate is more than can be required of the Rice Ranch Project under the Applicable Rules and the conditions for rezoning the Rice Ranch Property in 1997.
 - 3.2.3 It will provide, as part of the Rice Ranch Project, fifty units of housing affordable to households with an annual income of up to 120% of the applicable median income as determined by the County and twenty-three units of housing affordable to households of up to 150% of the applicable median income as determined by the County. Owner will provide this housing in addition to providing seventy-three units of housing affordable to households earning 75% of the applicable median income as determined

by the County. County acknowledges that the latter seventy-three units is all that can be required of the Rice Ranch Project under the Applicable Rules.

- 3.2.4 It will price restrict all affordable housing units for a period of thirty years from the date of sale of each respective unit. County acknowledges that this price restriction is more restrictive than can be required under the Applicable Rules.
- 3.2.5 It will provide, as part of the Rice Ranch Project, a twenty-six (26) acre community park and six and seven-tenths (6.7) acres of neighborhood parks, for a total of thirty-two and seven-tenths (32.7) acres of parkland to be offered for dedication in fee to the County. County acknowledges that this parkland provided by the Rice Ranch Project is a substantial increase above the acreage of the total parkland that the County can require of the Rice Ranch Project under the Applicable Rules and the conditions for rezoning the Rice Ranch Property in 1997.
- 3.2.6 It will provide, as part of the Rice Ranch Project, signalization or funds, including the costs of engineering, sufficient to signalize the intersection of Bradley Road and Rice Ranch Road. County acknowledges that this signalization could not be required of the Rice Ranch Project the Applicable Rules.

4.0 Project Development

- 4.1 Conflicting enactments. Except as otherwise provided herein, any change in the Applicable Rules, including, without limitation, any change in any applicable general, area or specific plan, zoning, subdivision or building regulation, adopted or becoming effective after the Applicable Rules Effective Date, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the County Board of Supervisors, the Planning Commission or any other board, commission or department of County, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Rice Ranch Project

and which would conflict in any way with, be more restrictive, or impose greater obligations or burdens on Owner, than the Applicable Rules ("Subsequent Rules"), shall not be applied by County within the Rice Ranch Project unless both Owner and County consent in writing.

- 4.2 Expiration. Following the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect except as to actions arising from enforcement of its terms during the Term; provided, however, such termination shall not affect any right or duty arising from County approvals, including, without limitation, the Project Approvals; and provided that any ongoing construction work being performed pursuant to the Project Approvals shall be allowed to be completed pursuant to the Applicable Rules notwithstanding the termination of this Agreement.
- 4.3 Term of Maps and Other Project Approvals. Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any subdivision or parcel map that may be processed on all or any portion of the Rice Ranch Project, and the term of each of the Project Approvals shall be extended for a period of time through the scheduled termination date of this Agreement as set forth in Section 3.1.1 above.
- 4.4 Timing of Development. Because the California Supreme Court held in Pardee Construction Co. v. County of Camarillo (1984), 37 Cal.3d 465, that failure of the parties therein to 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' intent to cure that deficiency by acknowledging and providing that Owner shall have the right (without obligation) to develop portions of the Rice Ranch Project in such order and at such rate and at such times as Owner deems appropriate within the exercise of its subjective business judgment provided that affordable housing shall always constitute at least 10% of the the units built throughout the Rice Ranch Property. The community park and adjoining trails shall be constructed with the first phase of development, as conditioned in the Project Approvals.
- 4.5 Moratoria/Initiatives. No County-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or

construction of all or any part of the Rice Ranch Project, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the County Board of Supervisors, the Planning Commission, an agency of County, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer unless such water or sewer moratoria or other limitations apply to property within the Orcutt Planning Area) approved, issued or granted within County, or portions of County, shall apply to the Rice Ranch Project.

4.6 Vesting of Owner's/Developer's Rights. The rights to the Applicable Rules and entitlements pursuant to Project Approvals granted to Owner pursuant to this Agreement shall be and constitute "vested rights" or the equivalent of "vested rights" applicable to the development of land and property and the right of a public entity to regulate or control such development of land or property, including, without limitation, vested rights to land use permits, building permits and certificates of occupancy consistent therewith, unless the County determines that failure to apply a new ordinance or regulation would place the residents of Rice Ranch or other residents of the County in a condition of substantial danger to their health or safety, or both. The county may condition or deny an entitlement, permit, extension or approval as may be necessary to comply with later enacted State or Federal laws or regulations.

5.0 Cooperation & Implementation.

- 5.1 Further Assurances: Covenants to Sign Documents. Each party shall take all actions and do all things, and execute, with acknowledgment or affidavit, if required, any and all documents and writings, that may be necessary or proper to achieve the purposes and objectives of this Agreement.
- 5.2 Processing by County. Upon satisfactory completion by Owner of all required preliminary actions and payments of appropriate processing fees, if any, County shall, subject to all legal requirements, initiate process, complete at a reasonable time all required steps, and grant ministerial approvals or permits necessary for the development by Owner of the Rice Ranch Project in accordance with this

Agreement, including but not limited to, the processing of applications for and issuing of all ministerial approvals required for the implementation of and the determination of conformance with the Project Approvals, this Agreement, and Applicable Rules, as necessary for the completion of the development of the Rice Ranch Project ("Ministerial Approvals").

- 5.3 Processing during litigation. The filing of any third party lawsuit(s) against County or Owner relating to this Agreement or to other development issues affecting the Rice Ranch Project shall not delay or stop the development, processing or construction of the individual Planning Areas, approval of the Future Approvals, or issuance of Ministerial Approvals, unless the third party obtains a court order enjoining or otherwise preventing the activity. County shall not stipulate to the issuance of any such order.
- 5.4 Defense of Agreement. Owner shall indemnify, and offer to defend (with counsel jointly selected by Owner and County,) and hold harmless County and its officers, employees and agents from and against any and all losses, liabilities, fines, penalties, costs, claims, demands, damages, injuries or judgments arising out of, or resulting from, County's approval of this Agreement or either party's performance pursuant to this Agreement. Owner agrees that Owner's counsel will not disclose any information confidential to the County, gained during such defense, in any future proceedings where County may be adverse to Owner or Owner's counsel, including quasi-judicial, administrative proceedings. County further irrevocably agrees not to assert any representation in such defense by Owner's counsel as a potential conflict of interest in any future quasi-judicial, administrative proceeding, where County is a permitting agency, not related to the Rice Ranch Project and hereby irrevocably waives any actual or potential conflict of interest under such circumstances. If this Agreement is adjudicated or determined to be invalid or unenforceable, County agrees, subject to all legal requirements, to consider modifications to this Agreement to render it valid and enforceable to the extent permitted by applicable law.
- 5.5 Cooperation when County body also serves as other agency body. The County, its Board of Supervisors, the Laguna County Sanitation District, Santa Barbara Flood Control and Water Conservation District, and Santa Barbara County Water

Agency shall not take any action that conflicts with County's obligations under this Agreement. In addition, County agrees to cooperate with Developer in obtaining the approval of other public agencies and Departments by providing any documents or certificates reasonably required to process and obtain such permits and approvals from other governmental agencies.

5.6 In the event that state or federal laws or regulations, enacted after the Agreement has been entered into, prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such later enacted State or Federal laws or regulations.

5.7 County retains full discretion in any future discretionary actions with respect to the Project consistent with the Applicable Rules and section 5.6 herein.

6.0 General Provisions

6.1 Covenants Run with the land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, reorganization, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Rice Ranch Project, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

6.2 Transfer and Assignment. Right to Assign. Owner shall have the right to sell, assign or transfer all or portions of the real property comprising the Rice Ranch Project to any person at any time during the term of this Agreement.

6.2.1 Liabilities Upon Transfer. Upon the delegation of all duties and obligations and the sale, transfer or assignment of all or any portion of the Rice Ranch Property, Owner shall be released from its obligations under this Agreement with respect to the Rice Ranch Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer if (i) Owner has provided to County fifteen (15) business days'

written notice of such transfer and (ii) the transferee has agreed in writing to be subject to all of the provisions hereof applicable to the portion of the Rice Ranch Property so transferred and (iii) owner is not in default of this Agreement and (iv) the Board of Supervisors agrees to release the Owner from its duties and obligations under this agreement, which release shall not be unreasonably withheld. As to item (iv) above, County's failure to respond within 30 days of the receipt of notice shall be deemed an agreement to release the Owner. Upon any transfer of any portion of the Rice Ranch Property and the express assumption of Owner's obligations under this Agreement by such transferee, County agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Rice Ranch Property acquired by such transferee. A default by any transferee shall only affect that portion of the Rice Ranch Property owned by such transferee and shall not cancel or diminish in any way Owner's rights hereunder with respect to any portion of the Rice Ranch Property not owned by such transferee. The transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Rice Ranch Property owned by such transferee, and any amendment to this Agreement between County and a transferee shall only affect the portion of the Rice Ranch Property owned by such transferee.

- 6.3 Statement of Compliance. Within sixty days following any written request which either County or Owner may make from time to time, the other shall execute and deliver to the requesting party a statement certifying that: (1) 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; (2) there are no current known uncured defaults under this Agreement or specifying the dates and nature of any such defaults; and (3) any other reasonable information requested. The failure to deliver such statement within such time shall be conclusive upon the party which fails to deliver such statement that this Agreement is in full force and effect without modification and that there are no uncured known defaults in the performance of

the requesting party. The County Administrative Officer shall be authorized to execute any certificate. County and Owner may make only one request for a Statement of Compliance, respectively, within any twelve month period beginning at the Applicable Rules Effective Date or the date of an immediate past request by the requesting party, whichever occurred last. County shall not be bound by a statement of compliance if a default existed at the time of execution, but was concealed from the County.

- 6.4 Default. Failure by County or Owner to perform any term or provision of this Agreement for a period of sixty days, subject to extensions to time by mutual consent in writing, from the receipt of written notice thereof from the other shall constitute a default under this Agreement. Said notice shall specify in detail the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 60-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the foregoing, after notice and expiration of the 60-day period without cure, the notifying party, at its option, may institute legal proceedings pursuant to this Agreement and subject to Section 7.8 hereof, and/or give notice of intent to terminate this Agreement, in the manner provided by Government Code Section 65867 for adoption of a development agreement. Following public hearing before the Board of Supervisors as provided in Section 65867, the party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

- 6.5 Default Remedies. In addition to that provided for in Section 6.4, in the event either party defaults (as defined in Section 6.4) under the terms of this Agreement, the other party shall have all rights and remedies provided herein or under applicable law, including the specific performance of this Agreement.
- 6.6 Legal Action. Any party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or

enforce by specific performance the obligations and rights of the parties hereto. Venue in any legal action instituted in the Superior Court of the State of California shall be Santa Barbara County. Venue in any legal action instituted in United States District Courts shall be in the Central District of California.

- 6.7 Waiver & Remedies. Failure by County or Owner to insist upon the strict performance of any of the provisions of this Agreement, irrespective of the length of time for which such failure continues, shall not constitute a waiver of the right to demand strict compliance with this Agreement in the future. No waiver by County or Owner of a default or breach of any other party shall be effective or binding upon it unless made in writing, and no such waiver shall be implied from any omission by County or Owner to take any action with respect to such default or breach. No express written waiver of any defaults or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified in such express waiver. One or more written waivers of a particular default or breach under any provision of this Agreement shall not be a waiver of any subsequent default or breach of that provision or the performance of the same or any other term or provision contained in this Agreement. Subject to notice of default and opportunity to cure under Section 7.5, all of the remedies permitted or available under this Agreement, at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.
- 6.8 Non-Recourse. The obligations of Owner under this Agreement shall be without recourse to the assets of the general partners or of any general partner, officer, shareholder, director, unit holder or employee of Owner or any general partner of Owner. The sole recourse of County for any obligation of Owner under this Agreement shall be limited solely to the value of the Rice Ranch Property and Project Approvals.
- 6.9 Permitted Delays & Supersedure by Subsequent Laws.
- 6.9.1 Permitted Delays. In addition to any specific provisions of this Agreement, performance of obligations hereunder shall be excused and the Term of this Agreement shall be similarly extended during any period of

delay caused at any time by reason of: acts of God, such as floods, earthquakes, fires, or similar catastrophes; wars, riots or similar hostilities; strikes and other labor difficulties beyond the party's control (including the party's employment force); the enactment of new laws or restrictions imposed or mandated by other governmental or quasi-governmental entities preventing this Agreement from being implemented; litigation involving this Agreement, the Project Approvals, the Future Approvals or the Ministerial Approvals, which directly or indirectly delays any activity contemplated hereunder or other causes beyond the party's control. County and Owner shall promptly notify the other party of any delay hereunder as soon as possible after the same has been ascertained.

6.9.2 Superseded by Subsequent Laws. If any federal or state law, made or enacted after the Effective Date prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new law. Immediately after enactment or promulgation of any such new law, County and Owner shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. Owner and County shall have the right to challenge the new law preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. Owner and County, by mutual consent, may elect to extend the term of this Agreement for the duration of the period during which such new law precludes compliance with the provisions of this Agreement.

6.10 Amendments. This Agreement may be amended from time to time by mutual consent of the parties to this Agreement, in accordance with the provisions of Government Code sections 65867 and 65868.

7.0 Miscellaneous Provisions

- 7.1 Incorporation of Recitals and Exhibits. Exhibits A through H attached hereto and referred to herein are incorporated in this Attachment as though fully set forth in the body hereof.
- 7.2 Negation of Partnership. The Specific Plan Project constitutes private development, neither County nor Owner is acting as the agent of the other in any respect hereunder, and County and Owner are independent entities with respect to the terms and conditions of this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in the businesses of Owner, the affairs of County, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.
- 7.3 No Third party beneficiary. This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in any person who is not a party, unless expressly otherwise provided.
- 7.4 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.
- 7.5 Severability. Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement, as so invalidated, would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement and the rights and obligations of the parties hereto.
- 7.6 Construction. The provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against Owner or County and consistent with the provisions hereof, in order to achieve the objectives and purposes. Wherever required by the context, the

singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa.

- 7.7 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.
- 7.8 Applicable law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the parties hereto and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.
- 7.9 Notice. Any notice shall be in writing and given by delivering the same in person or by sending the same by registered, or certified mail, return receipt requested, with postage prepaid, by overnight delivery, or by facsimile to the respective mailing addresses, as follows:
- County: Mr. Michael F. Brown
County Administrator
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101
- Copy to: Stephen S. Stark, Esq.
County Counsel
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101
- Owner: McCadden Development, LLC
Attn: Mr. James R. Wheeler

Senior Vice President/Chief Operating Officer
3010 Old Ranch Road, Suite 330
Seal Beach, CA 90740

Copy to: Robert I. McMurry, Esq.
Nossaman, Guthner, Knox & Elliott, LLP
445 S. Figueroa Street, Suite 3100
Los Angeles, CA 90071

Either County or Owner may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten (10) days prior to the date such change is effected. All notices under this Agreement shall be deemed given, received, made or communicated on the earlier of the date personal delivery is effected or on the delivery date or attempted delivery date shown on the return receipt, air bill or facsimile.

- 7.10 Time is of the essence. Time is of the essence of this Agreement and of each and every term and condition hereof.
- 7.11 Recordation. In order to comply with section 65868.5 of the Government Code, the parties do hereby direct the County Clerk to record a copy of this Agreement against the Rice Ranch Property with the County Recorder of Santa Barbara County within ten (10) days after the Effective Date.
- 7.12 Successors and Assigns.

The provisions of this Agreement shall be binding of the parties hereto, and subsequent owner of all or any portion of the property and their respective successors and assigns. Any successors in interest to the County shall be subject to the provisions set forth in sections 65865.4 and 65868.5 of the California Government Code.

IN WITNESS WHEREOF, Owner and County have executed this Agreement as of the date first hereinabove written,

"County"
COUNTY OF SANTA BARBARA,
By: Naomi Schwartz
Chair

LAGUNA COUNTY SANITATION DISTRICT
By: Naomi Schwartz
Chair

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
By: Naomi Schwartz
Chair

SANTA BARBARA COUNTY WATER AGENCY
By: Naomi Schwartz
Chair

ATTEST: Michael F. Brown
Mr. Michael F. Brown
Clerk of the Board

Approved as to Form:
BY: Stephen S. Stark
Stephen S. Stark, Esq.
County Counsel

"Owner"
McCADDEN DEVELOPMENT, LLC
By: _____
Name: Mr. James R. Wheeler
Title: Senior Vice President/Chief Operating Officer

Approved as to Form:
Nossaman, Guthner, Knox & Elliott, LLP

By: _____
Robert I. McMurry, Esq., Partner

IN WITNESS WHEREOF, Owner and County have executed this Agreement as
of the date first hereinabove written.

"County"
COUNTY OF SANTA BARBARA,

By: _____
Chair

LAGUNA COUNTY SANITATION DISTRICT

By: _____
Chair

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____
Chair

SANTA BARBARA COUNTY WATER AGENCY

By: _____
Chair

ATTEST:
Mr. Michael F. Brown
Clerk of the Board

Approved as to Form:

BY: _____
Stephen S. Stark, Esq.
County Counsel

"Owner"
McCADDEN DEVELOPMENT, LLC

By: _____
Name: Mr. Peter J. Kiesecker
Title: President

Approved as to Form:
Nossaman, Guthner, Knox & Elliott, LLP

By: _____
Robert I. McMurry, Esq., Partner

IN WITNESS WHEREOF, Owner and County have executed this Agreement as
of the date first hereinabove written.

"County"
COUNTY OF SANTA BARBARA,

By: _____
Chair

LAGUNA COUNTY SANITATION DISTRICT

By: _____
Chair

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____
Chair

SANTA BARBARA COUNTY WATER AGENCY

By: _____
Chair

ATTEST: _____
Mr. Michael F. Brown
Clerk of the Board

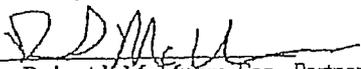
Approved as to Form:

BY: _____
Stephen S. Stark, Esq.
County Counsel

"Owner"
McCADDEN DEVELOPMENT, LLC

By: _____
Name: Mr. James R. Wheeler
Title: Senior Vice President/Chief Operating Officer

Approved as to Form: .
Nossaman, Guthner, Knox & Elliott, LLP

By: 
Robert I. McMurry, Esq., Partner

ACKNOWLEDGEMENT

STATE OF CALIFORNIA

ss.

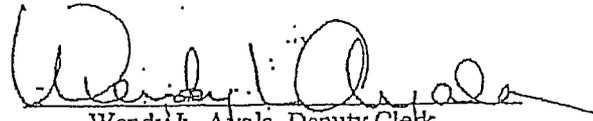
COUNTY OF SANTA BARBARA

On December 9, 2003, before me, the undersigned, personally appeared Naomi Schwartz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
this 9th day of December 2003.

MICHAEL F. BROWN
CLERK OF THE BOARD

By


Wendy L. Ayala, Deputy Clerk

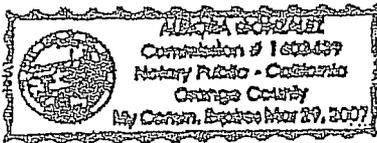
ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On December 17, 2003 before me, Aurora Gonzalez, Notary Public, personally appeared Peter J. Kiesecker, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Aurora Gonzalez

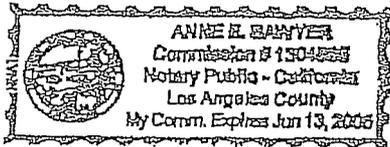
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of LOS ANGELES } ss.

On 12/18/03, before me, Anne Sawyer
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared ROBERT McWERRY
Name(s) of Signer(s)

- personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Anne Sawyer
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____



EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ONE:

(a) The South half of the Southwest quarter of Section 13, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874 and November 2, 1891, respectively.

EXCEPTING therefrom that portion described as follows:

Commencing at a point in the Section line 15 chains East of the corner of Sections 13, 14, 23 and 24 in Township 9 North, Range 34 West, San Bernardino Meridian; and running thence North, 11° East, across valley 9.23 chains to the foot of the hills; thence East 24 chains thence South 9 chains; thence West 25.50 chains to the point of beginning.

(b) The Southeast quarter and the Northeast quarter of the Southwest quarter of Section 14, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General, October 26, 1874, and November 2, 1891, respectively.

EXCEPTING therefrom that portion, 8.61 acres, conveyed to Orcutt Union School District, by deed recorded July 29, 1963 as Instrument No. 32060 in Book 2004, Page 1381 of Official Records.

(c) The West half of the Northeast quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Meridian in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General, October 26, 1874 and November 2, 1891, respectively.

EXCEPTING therefrom that portion, 3 acres, conveyed to California Consolidated Water Co., Inc., a California Corporation, by deed recorded December 3, 1964, as Instrument No. 51034 in Book 2081, Page 1005 of Official Records.

(d) That portion of the Northeast quarter of the Northeast quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of

rexhibitA

California, according to the Official Plat of said land approved by the Surveyor General, April 9, 1861, described as follows:

Commencing at a point 20 chains West of the common corner of Sections 13, 14, 23 and 24 in Township 9 North, Range 34 West, San Bernardino Meridian, and running thence South 9.50 chains; thence North $72\text{-}3/4^\circ$ East 5.50 chains; thence South $17\text{-}1/4^\circ$ West 1.50 chains; thence North $72\text{-}3/4^\circ$ East, 4.50 chains; thence North $17\text{-}1/4^\circ$ East, 1.50 chains; thence North $72\text{-}3/4^\circ$ East, 11 chains; thence North 3.25 chains; thence West 20 chains to the point of beginning.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

(e) That portion of the Northeast quarter of the Northeast quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyors General April 9, 1861, described as follows:

Beginning at a stake marked "B 15" standing in section line between Sections 23, 24 in Township 9 North, Range 34 West, San Bernardino Meridian, said point of beginning being distant South 3.25 chains from the common corner of Sections 13, 14, 23, 24 and running thence along section line, South 3.96 chains to stake marked "B 17", and thence South $75^\circ 30'$ West 5.76 chains to a stake marked "B 18"; thence North 3.96 chains to stake marked "B 20"; thence North $75^\circ 30'$ East 5.76 chains to the point of beginning.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

PARCEL TWO:

(a) The Southeast quarter of the Southwest quarter of Section 14, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

(b) That portion of the West half of the Southwest quarter of Section 14, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861, described as follows:

Commencing at the Southeast corner of the West half of the Southwest quarter of said Section 14; thence running West 600 feet; thence at right angles North 1812 feet; thence at right angles East 600 feet; thence at right angles South 1812 feet to the point of beginning.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

(c) That portion of the West half of the Southwest quarter of Section 14, Township 9 North, Range 14 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861, described as follows:

Commencing 25 feet South of the Northeast corner of the West half of the Southwest quarter of said Section 14; thence South 11 chains and 91 links to the North boundary of the land owned by J. C. Heacox; thence West along said boundary 9 chains and 9 links; thence North 11 chains and 91 links to the county road; thence East 9 chains and 9 links to the point of the beginning.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

PARCEL THREE:

The North half of the Northwest quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

PARCEL FOUR:

The South half of the Southeast quarter of Section 13, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the official Plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

PARCEL FIVE:

The Northwest quarter of the Southeast quarter of Section 23, Township 9 North, Range 34 West, San Bernardino Base and Meridian, in the County of Santa Barbara, State of California, according to the official plat of said land approved by the Surveyor General April 9, 1861.

The plats of the dependent resurveys of portions of said land were approved by the Surveyor General October 26, 1874, and November 2, 1891, respectively.

LIST OF APPROVALS
(Attached and made a part hereto)

1. Ordinance (03ORD-00000-00011) approving 97-SP-00 1, the Rice Ranch Specific Plan (Attachment U to the Planning Commission staff report dated October 1, 2003) (2 pages);
2. Required findings for the project specified in Attachment A found in the Planning Commission Action letter dated November 18, 2003, including CEQA findings and any modifications made at the October 22, 2003 Planning Commission Hearing (54 pages);
3. Certification of 03-EIR-05 as adequate environmental review for the project (See attached minute order of the County of Santa Barbara Board of Supervisors December 9, 2003.) (5 pages);
4. Conditions of Approval for TM 14,636 included as Attachment B to the Planning Commission Action letter dated November 18, 2003 (9 pages);
5. Conditions of Approval for TM 14,430 included as Attachment C to the Planning Commission Action letter dated November 18, 2003 (14 pages);
6. Conditions of Approval for Final Development Plans for the Community Park and Individual Neighborhoods 03DVP-00000-00009, -00010, -00011, -00012, -00013, -00014 included as Attachment D to the Planning Commission Action letter dated November 18, 2003 (31 pages);
7. Development Plan Conditions of Approval for the Rice Ranch Specific Plan Community Park Development Plan 03DVP-00000-00009 included as Attachment E to the Planning Commission Action letter dated November 18, 2003 (4 pages);
8. Conditions of Approval for The Valley View neighborhood Development Plan 03DVP-00000-00010 included as Attachment F to the Planning Commission Action letter dated November 18, 2003 (2 pages);
9. Conditions of Approval for the Pine Creek Neighborhood Development Plan 03DVP-00000-00011 included as Attachment G to the Planning Commission Action letter dated November 18, 2003 (2 pages);
10. Conditions of Approval for The Oaks Neighborhood Development Plan 03DVP-00000-00012 included as Attachment H to the Planning Commission Action letter dated November 18, 2003 (2 pages);
11. Conditions of Approval for The Meadows Neighborhood Development Plan 03DVP-00000-00013 included as Attachment I to the Planning Commission Action letter dated November 18, 2003 (2 pages);

12. Conditions of Approval for the Grove Neighborhood Development Plan 03DVP-00000-00014 included as Attachment J to the Planning Commission Action letter dated November 18, 2003 (2 pages);
13. Ordinance 03RZN-00003 rezoning 2 parcels created by TTM 14,430 from "PRD" to "PI" for public school use; and rezoning of 5 parcels created by TTM 14,430 from "PRD" to "REC" for public park use (Attachment K to the Planning Commission Staff Report dated September 10, 2003) (2 pages);
14. Adoption of the mitigation monitoring and reporting plan contained within the conditions of approval, found in the Planning Commission Action letter dated November 18, 2003 (5 pages);
15. Ordinance (03ORD-00000-00008) approving the Development Agreement to allow the applicant to develop under County rules, regulations and ordinances in effect at the time of final action for a period of 15 years in exchange for offers to dedicate open space and dedicate and construct trails and parks to the County and dedicate the school parcels to the Orcutt Union School District and provide affordable housing, exceeding the Housing Element requirements, upon recordation of the Final Tract Map 14,636 (attachment to the County Counsel memorandum dated December 9, 2003) (2 pages).¹

¹ Acting as the Board of Supervisors, Board of Directors of the Flood Control and Water Conservation District, Board of Directors of the Water Agency and Board of Directors of the Laguna County Sanitation District.

ATTACHMENT U

ORDINANCE NO. 4520

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA BARBARA APPROVING A SPECIFIC PLAN FOR THE RICE RANCH PROJECT, APNs 101-010-013, 101-020-004, 105-140-016, LOCATED ON THE SOUTH SIDE OF STUBBLEFIELD ROAD AND RICE RANCH ROAD, IN THE ORCUTT AREA, FOURTH SUPERVISORIAL DISTRICT.

Case No. O3ORD-00000-00011

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

SECTION 1

Pursuant to Sections 65450 through 65553, inclusive, of the Government Code, the Board of Supervisors of the County of Santa Barbara, California hereby approves the Specific Plan for the Rice Ranch Project, including the exhibits thereto, which Specific Plan is attached hereto and incorporated herein by reference.

SECTION 2

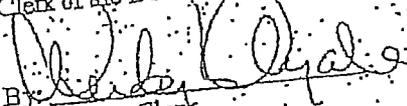
This ordinance shall take effect and be in force thirty days from its passage; and before the expiration of fifteen (15) days after its passage by the Board of Supervisors, this ordinance, or a summary of it, shall be published once, together with the names of the members of the Board of Supervisors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

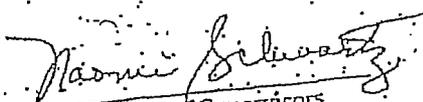
A1-1

PASSED, APPROVED, AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this 9th day of December, 2003, by the following:

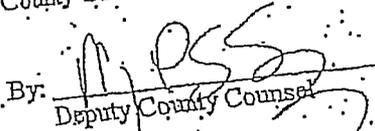
AYES: Supervisors Schwartz, Rose, Marshall, Gray, Centeno
NOES: None
ABSENT: None
ABSTAIN: None

MICHAEL F. BROWN
Clerk of the Board of Supervisors

By: 
Deputy Clerk


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

STEPHEN SHANE STARK
County Counsel

By: 
Deputy County Counsel

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