

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

County of Santa Barbara  
Planning and Development  
123 E. Anapamu Street  
Santa Barbara, CA 93101  
Attention:



2016-0023799

Recorded	REC FEE	57.00
Official Records		
County of	CONFORMED COPY	2.00
Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		

01:48PM 13-May-2016 NS  
Page 1 of 15

SEND ANOTHER COPY TO:

Rice Ranch Community, LLC  
Attn: Andrew Daymude  
1640 Trilogy Parkway  
Nipomo, CA 93444

Recn  
15  
ccw

**AGREEMENT TO COMPLY WITH CONDITIONS OF APPROVAL**

OWNER(S) own real property currently identified as Assessor Parcel Numbers APNs 101-380-001 THROUGH -003; 101-390-001, -002, and -007; 101-400-001 THROUGH -003; hereinafter referred to as the PROPERTY, and more particularly described by the legal description in attached Exhibit A.

**MONITORING AND REPORTING.** This agreement is made to ensure that all conditions of approval for 14TRM-00000-00001 for TM 14,805, listed in Exhibit B, attached hereto, are complied with and that all monitoring and reporting actions required of the OWNER(S) shall be fulfilled.

OWNER(S) hereby agrees to allow the County or its representatives onto the PROPERTY to monitor and ensure compliance with all conditions of approval and/or to gather information relevant for reporting purposes and compliance with the conditions of approval.

**FEES.** The OWNER(S) understands and agrees that they shall promptly pay all fees for monitoring compliance or enforcing conditions as required by condition #37.

**PENALTIES FOR NON-COMPLIANCE.** OWNER(S) acknowledges that the County of Santa Barbara retains the right to bring any action which it determines is necessary to require compliance by OWNER with all conditions of approval. The County of Santa Barbara further retains the right to seek all remedies and sanctions for non-compliance, either criminal or civil, as may be provided for by law.

This agreement shall be recorded in the Official Records of Santa Barbara County and shall serve as notice of the restrictions and obligations contained herein to OWNER(S), all encumbrancers, and the successors and assigns in interest of OWNER(S). This agreement shall affect the title and possession of the PROPERTY. All restrictions and obligations contained herein are to run with the land or any portion hereof and shall be binding upon the successors and assigns of OWNER(S) regardless of how their interest is obtained. The OWNER(S) and their successors and assigns may be released from this agreement if the relevant permit has expired and the OWNER(S) has not performed substantial work in reliance upon the permit.

By signing this document, the OWNER(S) agrees to comply with all conditions of approval as listed in Exhibit B, attached hereto.

I (WE) accept and agree to all terms, restrictions and obligations set forth in this agreement either expressly or by reference and incorporation.

Executed at San Luis Obispo County California on the 13 day of April, 2016.

Rice Ranch Community, LLC,  
a Delaware limited liability company,

By: RRWS holding Company, LLC  
a Delaware limited liability company,  
its sole member and manager

By: Shea Homes Limited Partnership  
a California limited partnership  
its manager

By: [Signature]  
Name:        Preston Holdner         
Its Authorized Agent

By: [Signature]  
Name:        Andrew Daymude         
Its Authorized Agent

(signatures must be notarized)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Luis Obispo )

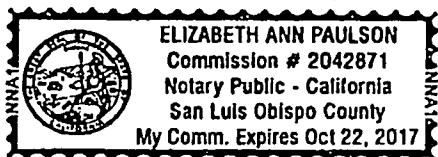
On April 13, 2016 before me, Elizabeth Ann Paulson, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Preston W. Holdner & E. Andrew Dymally  
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## **"Exhibit A"**

### **Legal Description**

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

#### **Parcel 1**

Lot 465 of Tract 14,430 Unit 2, in the County of Santa Barbara, State of California, according to the map filed November 28, 2007 in Book 203, at Pages 85 through 90 inclusive of Maps, in the Office of the County Recorder of said county.

APN: 101-390-002

#### **Parcel 2**

Lots A, D and E of Tract 14,636, in the County of Santa Barbara, State of California, according to map recorded September 29, 2005 in Book 200, Pages 93 through 99 inclusive of Maps, in the office of the County Recorder of said county.

APN: 101-380-002, 101-400-001 and 101-400-002

#### **Parcel 3**

Lot 201 of Tract 14,430 Unit 1, in the County of Santa Barbara, State of California, according to map recorded September 20, 2007 in Book 203, Pages 50 through 70 inclusive of Maps, in the Office of the County Recorder of said county.

APN: 101-390-007

#### **Parcel 4**

Lots 1, 2, 3 and 4 of Tract No. 14,636, in the County of Santa Barbara, State of California, according to map recorded September 29, 2005 in Book 200, Pages 93 through 99 inclusive of Maps, in the Office of the County Recorder of said county.

APN: 101-380-001, 101-380-003, 101-390-001 and 101-400-003

## EXHIBIT B

### CONDITIONS OF APPROVAL

**Rice Ranch Specific Plan  
Vesting Tentative Tract Map  
Case Nos. 14TRM-00000-00001 for TM 14,805  
January 5, 2016**

#### I. PROJECT DESCRIPTION

1. **Proj Des-01 Project Description.** This Tract Map is based upon and limited to compliance with the project description, the hearing exhibits marked "1-20", dated December 15, 2015, and all conditions of approval set forth below, including mitigation measures and specified plans and agreements included by reference, as well as all applicable County rules and regulations.

**The project description is as follows:**

The Vesting Tentative Tract Map 14,805 would be processed concurrently with the Rice Ranch Specific Plan (RRSP-2014). The VTTM would divide the 495.6 acre unrecorded and un-built portions of the Rice Ranch Specific Plan area to create 628 lots as follows:

- 530 fee simple residential lots (166 duplex, 364 single family)
- ten (10) private road lots
- seventy-seven (77) HOA lots
- seven (7) County open space lots.
- four (4) public road lots

The lots would range in size from 716.52 square feet (an HOA open space lot) to 118.4 acres (County open space lot). Major design components of the VTTM 14,805/14TRM-00000-00001 are described below:

#### **Infrastructure/Access Components.**

Grading: Grading for tract and park development, including roadways and building pads for the proposed homes, is estimated to be approximately 1,268,879 cubic yards (c.y.): 692,253 c.y. cut, and 576,626 c.y. of fill. Project grading would require approximately 62,755 c.y. of imported soil to the project site. Importation of soil would occur incrementally during mass grading of each Specific Plan neighborhood. The total import for each neighborhood, based on the tentative schedule of activities is estimated to be as follows:

Pine Creek:	22,535 c.y.	(July – August 2016)
Valley View:	7,489 c.y.	(July 2017)
The Grove:	4,276 c.y.	(June 2018)
Meadows South:	28,455 c.y.	(Nov. 2018 – December 2019)
TOTAL	62,755 c.y.	

The Oaks and Pine Creek neighborhood mass grading has been completed. Slopes would be contoured to the extent possible to provide smooth transitions between the graded areas and the

adjacent natural land contours. Retaining walls outside of the building footprints would not exceed 6 feet in height as a result of the new neighborhood configuration.

***Development Buildout Phasing:*** Subsequent to the mass grading in each neighborhood, residential buildout would occur incrementally in five coordinated phases. Each development phase would potentially provide for homes in two to three neighborhoods, increasing marketing flexibility. The Development Buildout Phasing is illustrated in Table 1.

The public infrastructure for each Development Phase, including roads, curbs, gutters, and drainage facilities, would be constructed at the commencement of each phase. Construction of the residential lots within each Phase area would then occur in response to market demands. As can be seen in Table 1, construction is estimated to tentatively begin in June 2016 and extend through January 2022.

**Table 1 Development Buildout Phasing**

<b>Phase 1 (65 Homes)</b>	<b>Lots</b>	<b>Total Homes</b>	<b>Start/End Date</b>
Pine Creek	185-216	32	June 2016- June 2017
Meadows North	299-311, 342, 383-401	33	
<b>Phase 2 (84 Homes)</b>	<b>Lots</b>	<b>Total Homes</b>	
Pine Creek	217-252	36	January 2017-July 2018
Meadows North	312-341, 343-360	48	
<b>Phase 3 (122 Homes)</b>	<b>Lots</b>	<b>Total Homes</b>	
Pine Creek	253-298	46	July 2018- January 2019
Meadows North	361-382	22	
Valley View	1-20, 47-80	54	
<b>Phase 4 (142 Homes)</b>	<b>Lots</b>	<b>Total Homes</b>	
Valley View	81-113, 139-184	79	January 2018- July 2021
Groves	454-467, 514-530	31	
Meadows South	422-453	32	
<b>Phase 5 (117 Homes)</b>	<b>Lots</b>	<b>Total Homes</b>	
Valley View	21-46, 114-138	51	July 2019 - January 2022
Groves	468-513	46	
Meadows South	402-421	20	
	<b>TOTAL:</b>	<b>530</b>	

***Water:*** The net consumptive use of the project is estimated to be 258.07AFY. Rice Ranch Ventures, LLC has reserved up to 350 AFY of the State Water Project (SWP) yield held by the Golden State Water Company. Supplemental SWP supplies would serve all of the estimated demand. Golden State Water Company has an existing 1.5-million gallon storage tank and a second 1-million gallon storage tank (built by the Rice Ranch Ventures) located on 3 acres (not a part of the project) surrounded by the Specific Plan area. Water would be delivered to the site through water distribution lines located within Rice Ranch Road, Stubblefield, and Bradley

roads, with sufficient capacity to serve the project. Water main extensions, booster pump stations, and related infrastructure has been included in the project design in accordance with the requirements of the Golden State Water Company.

**Wastewater:** Sewer service for the Rice Ranch Specific Plan would be provided by the Laguna County Sanitation District. The Project wastewater demand is estimated to be 119,250 gallons per day. The proposed onsite collection system is comprised of 6-inch and 8-inch diameter gravity sewer lines in the public roads serving the individual units. A small lift station would be constructed for Valley View neighborhood lots 139-148 and 159-167. A benefit assessment district would be formed for these lots to eliminate impacts of the operating cost to existing rate payers.

**Drainage:** Drainage from the site would be directed to two on-site detention basins and one off-site basin (Basin B) located off of Bradley Road. Storm water from the proposed project would be conveyed into these basins and not be directed into the existing storm drains along Rice Ranch Road. Source Control site design includes roof drains for single family lots to be directed through vegetated yard swales to promote infiltration as a first measure of treatment. Treatment control measures include low flow swales within developed catchment areas and a detention basin to promote infiltration of the runoff from the 1.2" storm event.

**Circulation:** The Bradley Road and Sage Crest Drive intersection would be the main entrance for the Rice Ranch Specific Plan area. Additional access to the project area would be located at two points along Rice Ranch Road, at the Pine Creek and Valley View entrances. The Rice Ranch Specific Plan proposes private streets, secondary emergency access routes, and a public collector street for internal vehicular circulation. The project site would also include facilities for non-motorized transportation, including a Class II bikeway, pedestrian walkways, and a trail system. Private fire access (secondary access) roads are provided in Valley View, Grove, and Meadows neighborhoods; gates accessed entry by emergency personnel only would be secured by Knox Boxes, emergency exiting will be unrestricted and automatic.

### **Design Components**

**Private Neighborhood Park Component:** The Rice Ranch Specific Plan also includes five (5) private neighborhood parks that total 4.5 acres. These parks would be privately owned and maintained by the HOA for the use of Rice Ranch residents.

**Recreational Trails:** The project includes approximately 7.7 miles of interconnecting multiple use trails that would provide access from the residential development to neighboring foothills as well as the Orcutt regional trail system, as required by OCP Key Site 12 Design Standard KS 12-1. The County Parks Department is proposing 3.0 miles of relocated multi-use (hiking and equestrian) trails within the previously dedicated Specific Plan Open Space area. The 3.0 miles of trails would augment the existing 4.7 miles of public trails already constructed on the project site. Some trail alignments have been modified from those proposed in the OCP to avoid impacts to significant biological habitat.

Any deviations from the project description, exhibits or conditions must be reviewed and approved by the County for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval.

2. **Proj Des-02 Project Conformity.** The grading, development, use, and maintenance of the property, the size, shape, arrangement, and location of the structures, parking areas and landscape areas, and the protection and preservation of resources shall conform to the project description above and the hearing exhibits and conditions of approval below. The property and any portions thereof shall be sold, leased or financed in compliance with this project description and the approved hearing exhibits and conditions of approval thereto. All plans (such as Landscape and Tree Protection Plans) must be submitted for review and approval and shall be implemented as approved by the County.

## II. MITIGATION MEASURES FROM ADDENDUM TO 03-EIR-05

### Biological Resources

3. **BIO-1.4** Prior to recordation, an Environmental Quality Assurance Program (EQAP) shall be prepared according to procedures established by P&D, paid for by the Owner/Applicant and submitted for review and approval by P&D. The EQAP shall include the following:
  - (a) The EQAP biologist shall conduct pre-construction reconnaissance level surveys of the disturbance area during each phase of the project to determine the presence of common species, the potential capture and relocation of individual animals, and to determine a likely escape route for these species.
  - (b) The EQAP biologist shall be on site for the duration of mass grading and initial construction activities of each phase to monitor impacts to wildlife. The monitor shall also ensure that avoidance of native vegetation occurs where feasible.
  - (c) Appropriate barriers to movement shall be established to minimize animals moving back into the construction zone and the area shall be periodically surveyed and animals removed.
  - (d) The EQAP biologist shall make regular scheduled site visits during the construction phase to implement measures to reduce or eliminate injury and mortality of resident wildlife species.
  - (e) Signs shall be posted along the Valley View and The Grove neighborhood access roads alerting drivers to the presence of wildlife in the area. The signs shall be installed prior to occupancy clearance for the Grove and Valley View neighborhoods
  - (f) Neighborhood Conditions, Covenants, and Restrictions shall prohibit off-leash activity for pets within open space areas and trails.

**Plan Requirements:** The applicant shall submit the necessary funds for the EQAP program, biologist prior to map recordation. **Timing:** After clearing and/or grading have been started, the EQAP biologist shall submit a report detailing the results of any capture and relocation efforts.

**MONITORING:** The EQAP biologist, shall be responsible for monitoring activities, and shall produce a final monitoring report for the County.

### Land Use

4. **LU-1.1a** The following buyer notification shall be included for all lots within 1,000 feet of agriculturally zoned land: "This property is located adjacent to property utilized for agricultural purposes as well as permitted oil development. Through enactment of an ordinance adding Section 3-23, Article V to Chapter 3 of the County Code, any inconvenience or discomfort from properly



conducted agricultural operations, and permitted oil development, including noise, odors, dust, and chemicals, will not be deemed a nuisance.” This notification would apply to all homes in the Grove, Meadows and Valley View neighborhoods that are located within 1,000 feet of the southern boundary of the Specific Plan area. **Plan Requirements and Timing:** The applicant shall submit the buyer notification to Planning and Development for approval prior to recordation of any final map. The buyer notification shall be recorded with the final map for the Grove, Meadows and Valley View neighborhoods.

**MONITORING:** Planning and Development and the County Surveyor would ensure recordation.

#### Noise

5. **NOI-2.1** A Truth-in-Sales notice, describing potential nuisance noise from ongoing oil operations and aircraft overflight, shall be required for all new homes within the Rice Ranch Specific Plan. **Plan Requirements:** Notice shall be provided to all potential home buyers. **Timing:** The applicant shall submit the buyer notification to Planning and Development for approval prior to recordation of any final map. The buyer notification shall be recorded on a separate information sheet with the final map.

**MONITORING:** P&D shall ensure that the notice is prepared and circulated during home sales.

#### Public Services

6. **PS-3.1.1** Prior to recordation of the final tract map, a Can-and-Will-Serve letter from the Laguna County Sanitation District shall be submitted by the applicant to P&D which specifies that: 1) The project’s wastewater shall not cause the LCSD to be unable to meet the RWQCB limits; 2) Adequate treatment and disposal capabilities exist to serve the project; and 3) Existing, or planned and funded, transmission lines have available capacity to serve the project. **Plan Requirements and Timing:** The sewer collection systems as specified in Can-and-Will-Serve letter shall be constructed concurrent with residential construction and shall be in place prior to issuance of the first residential certificate of occupancy.

**MONITORING:** P&D compliance monitoring staff shall site inspect for installation prior to Final Building Inspection Clearance.

7. **PS-3.1.2** The project shall be required to use replacement canisters for water softening rather than home salt-based softening units, with such measures included in both proposed CC&Rs and as a condition of project approval and per County Code Section 29-26.1. **Plan Requirements and Timing:** P&D shall review proposed CC&Rs prior to map recordation to ensure compliance with these requirements.

**MONITORING:** P&D compliance monitoring staff shall site inspect for installation prior to Final Building Inspection Clearance.

#### Recreation

8. **REC-1.7** The applicant shall post a bond for the completion of the neighborhood park sites. All improvements shall conform to the Parks Division specifications. All neighborhood park improvements shall be constructed by the applicant in coordination with the Parks Division in conformance with the Concept plans illustrated in the Specific Plan. All improvements shall conform to County Parks Division specifications. **Plan requirements:** The property owner shall complete the neighborhood park improvements prior to issuance of the occupancy clearance for the residential unit that completes the first half of the neighborhood. **Timing:** The bonds for the neighborhood park sites shall be posted prior to map recordation for each neighborhood. The final neighborhood park building and grading plans shall be reviewed and approved by the Parks Division and P&D prior to approval of land use clearance for each neighborhood.

**MONITORING:** The Park Division and P&D shall site inspect in the field to ensure compliance with building plans prior to occupancy clearance of the first residence

9. **REC-1.8** Rice Ranch Communities, LLC, or its successor in interest, shall offer for dedication to the County public easements for multiple use trails that would link development on the site with the proposed trail network for southeast Orcutt. The offer to dedicate trail easements is necessary where the trail system crosses over private land. New trail easements shall be aligned with existing dirt roads/trails to the greatest extent possible. Development on sites with identified trail corridors shall include, where appropriate, the construction and assurance of the fitness of designated trails for two years, at which time the County Parks Division would assume maintenance responsibility. Where immediate construction is not required, a construction bond shall be required. **Plan Requirements:** Prior to map recordation: (1) the applicant shall submit trail system plans, including specific alignment and landscaping, fencing, and signage, and maintenance funding/responsibility, for review and approval by P&D and Parks Division of CSD; (2) the offer for dedication for all trails that cross over private land shall be submitted for P&D, Parks Division of CSD, and County Counsel review and approval. Trail development shall comply with the Trail Siting Guidelines as set forth in the Orcutt Multiple Use Trails Plan. **Timing:** The neighborhood trail system shall be constructed prior to the issuance of Zoning Clearances for the first residential structure in that particular neighborhood, or as modified by P&D to reflect the timing of construction.

**MONITORING:** Park Division staff shall site inspect to verify trail installation per requirements, and annually monitor trail maintenance.

#### **Risk of Upset/Hazardous Materials**

10. **HAZ-1a.2** Full disclosure of the previous use of the site as an oil field shall be recorded as a Notice to Property Owner for all potential homebuyers. The Notice to Property Owner shall include the well location, verification of abandonment by DOGGR, and a description of required setbacks from the well. **Plan Requirements:** The Notice to Property Owner shall be recorded at the time of map recordation **Timing:** The wording of the Notice to Property Owner shall be reviewed and approved by P&D prior to map recordation for each phase of development. **MONITORING:** P&D shall confirm such recordation of the Notice to Property Owner.

11. **HAZ-1d** The following shall be implemented for residential development located in the Valley View and Pine Creek neighborhoods:
- Signs shall be posted indicating that the Orcutt Hill road is used for transportation of hazardous substances and petroleum products to and from the oil field.
  - Potential home buyers in the Pine Creek and Valley View neighborhoods shall be informed that transportation of petroleum related substances will continue on the adjacent Orcutt Hill access road. The following buyer notification shall be included for all lots the Pine Creek, and Valley View neighborhood: *"This property is located adjacent to Orcutt Hill Road which is utilized for transportation of petroleum related substances."* This notification would apply to all homes within the Pine Creek and Valley View neighborhoods.

**Timing:** Signs shall be installed prior to Zoning Clearance for the first residential structures in the Pine Creek multi-family and Valley View neighborhoods. The applicant shall submit the buyer notification to Planning and Development for approval prior to recordation. The buyer notification shall be recorded with the final map for the Pine Creek and Valley View neighborhoods.

**MONITORING:** P&D compliance monitoring staff shall site inspect for installation prior to Final Building Inspection Clearance.

## Transportation

12. **TRANS-1.2** Class II and III bike lanes and routes shall be established in accordance with the specific plan and tentative tract map. Bicycle paths and bicycle lanes shall meet County design standards for width, surfacing, markings, and signage. **Plan Requirements:** Prior to final map recordation of each neighborhood, final bike lane specifications shall be reviewed and approved by P&D and Public Works Roads Division to ensure consistency with the Specific Plan. **Timing:** Bike lane construction and marking shall be implemented concurrent with road construction. **MONITORING:** P&D compliance monitoring staff shall field verify installation as to plan.
  13. **TRANS-1.3** The applicant shall provide their fair share contribution toward regional transit needs through the provision of a bus stop/bench facilities or payment of an in-lieu fee for the bus stop/bench facilities to not impact the Santa Maria Area Transit (SMAT) below current operating levels. In-lieu fees shall be based on current fees/ cost for bus stop facilities in effect at the time they are due as determined by P&D in consultation with the SMAT. **Plan Requirements:** Prior to map recordation of each neighborhood, the applicant shall submit an agreement for provisions of transit mitigation, as determined by P&D in consultation with SMAT. **Timing:** The applicant shall provide agreed to transit mitigation as follows: facilities shall be constructed prior to prior to Final Building Inspection Clearance, by neighborhood; or fees shall be paid prior to each neighborhood final map recordation. **MONITORING:** P&D shall field verify installation as to plan.
  14. **TRANS-5.1.** Developer shall engineer and construct all portions of the Stillwell Road extension that lie within its approved map boundaries to the Public Works Department public road standards. **Plan Requirements and Timing:** Prior to final map recordation for the Grove or the Meadow neighborhoods, the applicant shall post a performance security acceptable to the Road Division and P&D; and shall complete the road construction prior to occupancy of the first residence in the Grove neighborhood. **MONITORING:** P&D shall verify that the performance security is posted and road is constructed.
- ### III. CONDITIONS UNIQUE TO TENTATIVE TRACT MAP 14,805
15. **Map-01 Maps-Info.** Prior to recordation of the tentative map and subject to P&D approval as to form and content, the Owner/Applicant shall include all of the mitigation measures, conditions, agreements and specific plans associated with or required by this project approval on a separate informational sheet(s) to be recorded with the Final Map. All applicable conditions and mitigation measures of the project shall be printed on grading and/or building plans and shall be graphically illustrated where feasible.
  16. **Map-01a Maps-Future Lots.** Any lot created by the recordation of this Tentative Map is subject to the conditions of this Tentative Map during any future grading or construction activities and during any subsequent development on any lot created by the recordation of this Tentative Map, each set of plans accompanying any permit for development shall contain the conditions of this Tentative Map.
  17. **Map-01b Maps-Not Retroactive.** If Zoning Clearances are obtained prior to recordation, Tentative Map conditions will not apply retroactively to the previously issued permit.
  18. **Map-04 TPM, TM, LLA Submittals.** Prior to recordation of the Final Map, the Owner/Applicant shall submit a Final Map prepared by a licensed land surveyor or Registered Civil Engineer to the County Surveyor. The Map shall conform to all approved exhibits, the project description and conditions of approval as well as all applicable Chapter 21-Land Division

requirements, as well as applicable project components required as part of recorded project conditions.

19. **Map-06 Title to Common Space.** Title to the common private open space areas and recreational facilities shall be held by a non-profit association of all homeowners within the project areas or other non-profit entity on such reasonable terms and conditions as the Board of Supervisors may prescribe. The reasonable terms and conditions may include restricting the rights to develop the property to the uses described in the approved project. If the common open space is conveyed to a group other than the homeowners association, the rights to develop such property with uses other than those described in the approved project shall be conveyed to the County of Santa Barbara.
20. **Map-07 CCR Maintenance.** The Applicant shall record Codes Covenants and Restrictions (CC&Rs) which provide for shared maintenance responsibilities by all owners for the
  1. Retention basin and appurtenant landscaping, fencing and access;
  2. Common area landscaping / irrigation;
  3. Manufactured slope areas in the private open space;
  4. Storm Water Quality Management Plan components.The CC&Rs shall also include responsibilities for all owners to maintain the property in compliance with all conditions of approval of the project:
  - a. Drought tolerant landscape;
  - b. Restrictions on tree removal;
  - c. Recycling requirements;
  - d. Restrictions on water softeners;
  - e. Any Air Quality Green House Gas requirements.The CC&R language is subject to approvals from P&D and County Counsel. In addition, the Owner/Applicant shall record a buyer notification that reads as follows: "IMPORTANT: BUYER NOTIFICATION: The Home Owners Association shall obtain County approval for amendments to any CC&R provision related to project requirements. All owners shall maintain property in compliance with all conditions of approval for the project."
21. **Map-08 Water and Sewer Connections.** If, prior to the Board action to approve the recording of the Final Map, the water or sewer entities in which the proposed subdivision is located declares its inability to permit new water or sewer connections and has so notified the County or is operating under a connection ban by the California Water Quality Control Board Central Coast Region, the subdivider shall submit to the County Surveyor an "exemption letter" from the appropriate water or sewer entity stating that the lots in the subdivision have been granted or qualify for an exemption from the entity's or Water Board's prohibition on new service connections, subject to the rules, regulations, resolutions, and ordinances of the entity under which the exemption was granted, or letters from the County Health Department and P&D Building & Safety stating that the lots in the subdivision will be served by an approved potable source of water and an approved private sewage disposal system.
22. **Map-10 Public Utility Easements.** Prior to Recordation, public utility easements shall be provided in the locations and widths required by the serving utilities. The subdivider shall submit to the County Surveyor a set of prints of the Final map accompanied by a letter from each utility, water and sewer district serving the property stating that the easements shown thereon are acceptable.
23. **Map-11 Electrical Utilities.** Electrical utilities shall be installed underground.
24. **NPDES-17 Storm Water Retention-Residential Project.** The Owner/Applicant shall specify the following in the CC&R's and shall separately record a buyer notification that reads as

follows: "IMPORTANT: BUYER NOTIFICATION: Long-term maintenance and proof of inspections of the biofiltration system shall be the responsibility of the owner. Biofiltration system maintenance is required for the life of the project and transfer of this responsibility is required for any subsequent sale of the property. The condition of transfer shall include a provision that the property owners conduct maintenance inspection at least once/year, retain proof of inspections, submit proof to the County upon request and allow the County access to the property to inspect to ensure compliance." **Timing:** The Owner/Applicant shall complete the required recordation prior to final map clearance.

25. The Owner/Applicant shall pay in-lieu fees for affordable housing units in compliance with the provisions of Sections 46A-4(b) and (c) of the County Inclusionary Housing Ordinance (Ordinance No. 4855). The County determined the amount of the in-lieu fees based on the fees in effect at the time the application was deemed complete for a 530 unit project in the Santa Maria Housing Market Area. The in-lieu fees total \$1,645,650.00 as shown in the following table:

Income Level	Requirement	Number Units Required	In-Lieu Fees Per Unit	In Lieu Fees Per Income Level
Very Low	2.5%	13.25	\$62,100	\$822,825
Low	2.5%	13.25	\$62,100	\$822,825
Moderate	0%	0.0	0	0
Workforce	0%	0.0	0	0
<b>Total</b>	<b>0%</b>	<b>26.50</b>		<b>\$1,645,650.00</b>

**TIMING:** To date 195 building permits for market rate units have been issued for the project. The in lieu fee total for the 195 constructed units is \$605,475.00. The owner/applicant will be required to pay in-lieu fees for these 195 units within 30 days of project approval per the Development Agreement. For all subsequent phased development, the Owner/Applicant shall pay the applicable in-lieu fees for each portion of the project to the County's Community Services Department prior to map recordation for that phase of the project. The amount of the in-lieu fee payment shall be calculated based on the percentage of homes constructed in that phase relative to the total units of the project. P&D processing staff shall obtain written clearance from Community Services, using the Community Services Project Approval Form, prior to issuance of the building permit.

#### IV. COUNTY RULES AND REGULATIONS

26. **Rules-01 Effective Date-Not Appealable to CCC.** This General Plan Amendment, Rezone, the Development Plans and Vesting Tentative Tract Map shall become effective upon the date of the expiration of the applicable appeal period provided an appeal has not been filed. If an appeal has been filed, the planning permit shall not be deemed effective until final action by the final review authority on the appeal. No entitlement for the use or development shall be granted before the effective date of the planning permit [LUDC §35.82.020].
27. **Rules-03 Additional Permits Required.** The use and/or construction of any structures or improvements authorized by this approval shall not commence until the all necessary planning and building permits are obtained. Before any Permit will be issued by Planning and Development, the Owner/Applicant must obtain written clearance from all departments having conditions; such clearance shall indicate that the Owner/Applicant has satisfied all pre-construction conditions. A form for such clearance is available from Planning and Development.

28. **Rules-04 Additional Approvals Required.** Approval of this Vesting Tract Map and Development Plan are subject to the Board of Supervisors approving the required Rezone and General Plan Amendments.
29. **Rules-05 Acceptance of Conditions.** The Owner/Applicant's acceptance of this permit and/or commencement of use, construction and/or operations under this permit shall be deemed acceptance of all conditions of this permit by the Owner/Applicant.
30. **Rules-08 Sale of Site.** The project site and any portions thereof shall be sold, leased or financed in compliance with the exhibit(s), project description and the conditions of approval including all related covenants and agreements.
31. **Rules-19 Maps/LLA Revisions.** If the unrecorded Tentative Map is proposed to be revised, including revisions to the conditions of approval, the revisions shall be approved in the same manner as the originally approved Tentative Map.
32. **Rules-23 Processing Fees Required.** Prior to recordation, the Owner/Applicant shall pay all applicable P&D permit processing fees in full as required by County ordinances and resolutions.
33. **Rules-25 Signed Agreement to Comply.** Prior to recordation, the Owner/Applicant shall provide evidence that they have recorded a signed Agreement to Comply with Conditions that specifies that the Owner of the property agrees to comply with the project description, approved exhibits and all conditions of approval. This form may be obtained from the P&D office. Owners of lots resulting from this land division shall record such agreements prior to zoning clearance issuance for future development.
34. **Rules-29 Other Dept Conditions.** Compliance with Departmental/Division letters required as follows:
  - a. Air Pollution Control District dated March 24, 2014;
  - b. Fire Department dated November 3, 2014;
  - c. Flood Control Water Agency dated March 20, 2014;
  - d. Parks Department dated December 16, 2015;
  - e. Transportation Division dated July 7, 2015;
  - f. Project Clean Water dated March 20, 2014;
  - g. Laguna County Sanitation District dated June 15, 2015;
  - h. County Surveyor's Office dated March 27, 2014.
35. **Rules-33 Indemnity and Separation.** The Owner/Applicant shall defend, indemnify and hold harmless the County or its agents or officers and employees from any claim, action or proceeding against the County or its agents, officers or employees, to attack, set aside, void, or annul, in whole or in part, the County's approval of this project. In the event that the County fails promptly to notify the Owner / Applicant of any such claim, action or proceeding, or that the County fails to cooperate fully in the defense of said claim, this condition shall thereafter be of no further force or effect.
36. **Rules-37 Time Extensions-All Projects.** The Owner / Applicant may request a time extension prior to the expiration of the permit or entitlement for development. The review authority with jurisdiction over the project may, upon good cause shown, grant a time extension in compliance with County rules and regulations, which include reflecting changed circumstances and ensuring compliance with CEQA. If the Owner / Applicant requests a time extension for this permit, the permit may be revised to include updated language to standard conditions and/or mitigation measures and additional conditions and/or mitigation measures which reflect changed circumstances or additional identified project impacts.

37. **Rules-31 Mitigation Monitoring Required.** The Owner/Applicant shall ensure that the project complies with all approved plans and all project conditions including those which must be monitored after the project is built and occupied. To accomplish this, the Owner/Applicant shall:
- a. Contact P&D compliance staff as soon as possible after project approval to provide the name and phone number of the future contact person for the project and give estimated dates for future project activities;
  - b. Pay fees prior to approval of Land Use Permit as authorized by ordinance and fee schedules to cover full costs of monitoring as described above, including costs for P&D to hire and manage outside consultants when deemed necessary by P&D staff (e.g. non-compliance situations, special monitoring needed for sensitive areas including but not limited to biologists, archaeologists) to assess damage and/or ensure compliance. In such cases, the Owner/Applicant shall comply with P&D recommendations to bring the project into compliance. The decision of the Director of P&D shall be final in the event of a dispute;
  - c. Note the following on each page of grading and building plans "This project is subject to Mitigation Compliance Monitoring and Reporting. All aspects of project construction shall adhere to the approved plans, notes, and conditions of approval, and mitigation measures from the Addendum to the Final Supplemental Environmental Impact Report 03-EIR-05;
  - d. Contact P&D compliance staff at least two weeks prior to commencement of construction activities to schedule an on-site pre-construction meeting to be led by P&D Compliance Monitoring staff and attended by all parties deemed necessary by P&D, including the permit issuing planner, grading and/or building inspectors, other agency staff, and key construction personnel: contractors, sub-contractors and contracted monitors among others.
38. **Special Condition - Final Supplemental Water Delivery Contract.** Based on a finding by the Court of Appeal in *City of Santa Maria, et al v. Richard E. Adam, et al.* (2012) 211 Cal. App. 4<sup>th</sup> 266, the Court determined that the Santa Maria Groundwater Basin is not currently in overdraft. Upon a finding by a Court of competent jurisdiction that the Santa Maria Groundwater Basin is in overdraft, prior to map recordation, the Owner/Applicant shall submit a can and will serve letter and final contract from the Golden State Water District indicating: 1) The Owner/Applicant has purchased a total of at least 350-acre feet of supplemental water, and 2) Compliance with OCP Policies WAT-O2, WAT-O5 and OCP Development standards WAT-O-2.1 and WAT-O-2.3. Such compliance must demonstrate that this project in conjunction with other projects that have received final Can and Will Serve Letters from, or made contractual arrangements with, Golden State Water Company does not exceed the Golden State Water Company safe yield purchased from the State Water Project and from the City of Santa Maria.
39. Prior to recordation of the map, the Real Property Exchange Agreement shall be approved and executed by the County, the Real Property Exchange Agreement shall be completed according to the terms of the Real Property Exchange Agreement, and all related documents to the Land Exchange shall be recorded.