

HERITAGE RIDGE PROJECT ERRATA

Bold Underlined = revised language

~~Strikethrough~~ = deleted language

Vesting Tentative Map COA

6. Permittees agrees to indemnify, ~~and~~ hold the City harmless from, **and defend the City** against any **and all claims, actions, appeals**, damages, costs (including, without limitation, attorney's fees), injuries, or liability (**each, a "Claim"**), arising from **or related to** the City's certification of the **Final Environmental Impact Report ("FEIR")**, adoption of the **Mitigation, Monitoring, and Reporting Program ("MMRP")**, adoption of the Statement of Overriding Consideration ("SOC"), approval of the Vesting Tentative Map ("VTM") **and attendant Conditions of Approval and or any** associated post-discretionary approvals and ~~and~~ condition clearance of the VTM and associated post-discretionary approvals ("**Project Approvals**"). ~~except for such loss or damage arising from the City's sole negligence or willful misconduct. Except as described in this section,~~ The obligation to indemnify, hold harmless and defend the City shall arise when the City is named in **or subject to any Claim, including without limitation a lawsuit, claim, or other legal proceeding** ~~or when any claim is brought against it by suit or otherwise,~~ **regardless of** whether **such Claim is meritless, meritorious, or otherwise,** ~~the same is groundless or not~~ arising out **or related to any of the Project Approvals. Permittees shall pay all litigation costs, attorney's fees, expert fees, and other costs associated with any Claim related to or arising out of the Project Approvals against the City ("Defense Costs"), and agrees that the City may select counsel of its own choosing to defend against such Claim(s).** ~~of the City's certification of the FEIR, adoption of the MMRP, adoption of Statement of Overriding Consideration ("SOC"), approval and condition clearance of the Vesting Tentative Map ("VTM") and associated post-discretionary approvals, approval and condition clearance of the Development Plan and associated post-discretionary approvals, Permittees agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Goleta's elected officials, appointed officials, officers, and employees, consultants, contractors, and agents. Permittees are jointly and severally liable for this condition.~~

12. Prior to or concurrent with the recordation of a Parcel Map:

A. Permittees shall submit a draft Final Parcel Map for review and approval by the Public Works Director that conforms to the State Subdivision Map Act and the City’s Municipal Code beginning with Chapter 16 “Subdivisions”. The map shall show the following:

i. The vacation of street right of ways for Los Carneros, Calle Koral, Via Luisa and Via Maya as shown on the Tentative Parcel Map as shown on the Tentative Map dated December 20, 2022.

ii. Provide for a variable width street easement at the northerly corner of Calle Koral and Camino Vista to provide for the minimum 10’ from the property line to the face of curb in accordance with the street design standards as shown on the Tentative Parcel Map dated December 20, 2022.

iii. An offer to dedicate the park parcel, Lot 3 to the City of Goleta in fee simple absolute in accordance with City of Goleta Municipal Code Section 16.14.110, free and clear of all encumbrances.

iv. Show and dedicate on the Parcel Map, an easement for public road purposes along Los Carneros Road and Camino Vista as shown on the approved Tentative Parcel Map as shown on the Tentative Parcel Map as shown on Tentative Parcel Map dated December 20, 2022.

v. Show and dedicate on the Parcel Map, all other easements as shown on the approved Tentative Parcel Map. Each easement shall be identified as being a public or private easement and state which parcel benefits from said easement, where applicable.

vi. Provide an easement for public access and parking on Lot 4 to serve Lot 3. The Permittees shall be responsible for the maintenance and upkeep of the driveway and parking spaces.

vii. Provide a reference on Lots 1 and 2 that the units constructed on these lots are subject to a 55-year restrictive affordable housing covenant as required by Condition ~~3(f)~~ **15** of **this Resolution** ~~Council Resolution No. 23~~ ~~(Development Plan)~~.

viii. Reference the area on Parcel 4 to be preserved via covenant as non-buildable open space because of the streamside protection buffer from Los Carneros Creek on the property as provided for in Condition 14 A below.

ix. Show no access allowed along the Calle Koral frontage of the site.

x. Identify existing public easements to remain as well as existing public easements to be abandoned in the manner prescribed in Section 66499.20.2 of the Subdivision Map Act.

- a. For any public easements to be abandoned, the applicant shall provide proof of 'notice to abandon' to any affected public agency and utility provider.
- b. For any public right of way easement to be abandoned, the applicant shall show on the Final Parcel Map the locations of utility easement reservations if requested by the utility providers.

18. The Permittees will make an offer to dedicate the park. ~~The offer to dedicate which~~ shall be recorded with the Final Map.

20. A Reciprocal Easement Agreement (REA), between ~~the~~ FLT Heritage Ridge TG, LLC, and GF Frontier, LLC, and ~~the~~ City across Lots **3 and 4**, is to be approved by the City Attorney and in substantial compliance with the attached Exhibit A to Exhibit 4 of Resolution No. 23 - ____, granting easement rights in favor of City for park access and parking, granting easements through the Permittees' property for utilities serving the park, and providing access to Permittees and City for the purpose of trimming trees. The REA shall include, without limitation, the following provisions:

- A. A provision requiring Developer to maintain industry standard insurance coverages, naming City as additional insured.
- B. A mutual indemnification provision requiring Developer and City to indemnify one another for damages arising from their respective activities.
- C. A provision governing responsibility for maintenance, including City's maintenance of the park and Permittees' maintenance of the access and parking areas.
- D. Provisions governing City's right to post signs, to meter parking and to take other reasonable measures to ensure use of the park.
- E. Customary remedies and attorneys' fee language; and
- F. Such other provisions as are determined necessary by City.
- G. The reciprocal easement must be depicted on the Final Map for recordation.

Development Plan Conditions of Approval

3. Affordable Housing Units:

- a. The Development Plan includes the development and operation of a 104-unit affordable housing development on Lots 1 and 2. The affordable housing project will include 2 resident manager units and 102 income-restricted units. Of the 104 units, 41 will be part of the senior-housing development and 63 will be part of the family-housing development.

- b. Heritage Ridge will sell Lots 1 and 2 to HASBARCO and HASBARCO will buy Lots 1 and 2 on or before June 1, 2025
- c. HASBARCO will buy Lots 1 and 2 from Heritage Ridge on or before 6/1/25 and will thereafter develop Lots 1 and 2 in accordance with these Conditions of Approval. If HASBARCO determines not to develop Lots 1 and 2 in accordance with those conditions, prior to any transfer, HASBARCO must obtain the City's consent as to the party to whom Lots 1 and 2 are proposed to be transferred ("Transferee"), which consent shall not be unreasonably withheld; provided, however, that such Transferee must provide a proposed timeline for construction of the affordable units to which the City agrees and must further agree to enter into an agreement with the City for the future development, restrictive covenant, and the provision of affordable rent on the units ("Consent to Transfer").
- d. If HASBARCO fails to acquire Lots 1 and 2 from Heritage Ridge by June 1, 2025, or in the event Lots 1 and 2 are transferred to another party without compliance with these conditions prior to June 1, 2025, the City shall retain the "Quimby Fee Credit" (hereinafter defined as the amount of Quimby Fees, which Heritage Ridge previously deposited with the City in accordance with the Vesting Tentative Map Conditions of Approval, that Heritage Ridge shall be entitled to be reimbursed, following Heritage Ridge's delivery of the completed park to the City and submission of documentation establishing the amount of reimbursement in accordance with the Vesting Tentative Map Conditions of Approval) until either: (a) Lots 1 and 2 have been transferred to a Transferee, following the City's Consent to Transfer (in accordance with condition [3.c]), for which Heritage Ridge shall use commercially reasonable efforts to find such Transferee within 1 year of failing to satisfy Conditions 3.b and 3.c; or (b) Heritage Ridge has constructed all affordable units and received all attendant Certificates of Occupancy, which shall occur within seven (7) years of the failure to satisfy Conditions 3.b and 3.c. Upon delivery of the park in accordance with the Conditions of Approval hereto and the subsequent verification of the Quimby Fee Credit, Heritage Ridge's Quimby obligations shall be deemed satisfied and the Quimby Fee Credit shall be converted to a fee held in the City's Affordable Housing Fund to ensure the development of the anticipated affordable units and compensate for the loss of those units in the event these conditions are not satisfied. Notwithstanding this foregoing condition or any other Condition of Approval for this project, the City reserves the right to enforce the violations of this Condition Nos. 3.b and 3.c, in addition to any other condition, in accordance with all relevant provisions of the Goleta Municipal Code, including but not limited to Section 17.52.110, and with the project's Conditions of Approval.
- e. Heritage Ridge will develop Lots 1 and 2 into Super pad condition, meaning a rough-graded pad with all street infrastructure and utilities completed to and along the Property with dirt export completed. **If work**

is needed to occur in the archaeologically sensitive area including the buffer area as identified in the Dudek 2014 Archaeological Assessment Report provided for the project before the archaeological site is capped to facilitate the creations of Lots 2 and 4, the project archaeologist must provide a phasing plan for city approval. The phasing plan must outline how such activities will occur within the archaeologically sensitive areas without causing a significant impact to those areas, including the disturbance or compaction of archaeological resources and/or deposits. The plan must be reviewed and approved by the City and the local Chumash community.

- f. Prior to Final Map Recordation in accordance with the Conditions of Approval in the Vesting Tentative Map, Heritage Ridge shall execute an Affordability Control Covenant and Regulatory Agreement (“Agreement”) for the provision of 102 affordable units plus 2 resident manager units. The costs associated with the review of the Agreement will be at Heritage Ridge’s sole expense and the Agreement must be approved by the City Manager and City Attorney. The Agreement at a minimum must:
 - i. Specify that 102 affordable units plus 2 resident manager units must be provided and that of the 104 total units, 41 units are part of the senior-housing development, and 63 units are part of the family-housing development.
 - ii. Specify that of the 102 affordable units, at a minimum, 17 units must be reserved for tenants who qualify for the very-low income category under the State Income Limits (household’s annual gross income is at least 0% and does not exceed 50% of the Area Median Income, or as published and as adjusted by household size in the California Housing and Community Development Department’s annual publication of Area Median Income) and 85 units must be reserved for tenants who qualify for the low-income category under the State Income Limits (household’s annual gross income does not exceed 80% of the Area Median Income, or as published and as adjusted by household size in the California Housing and Community Development Department’s annual publication of Area Median Income) (“Minimum Affordability Levels”). If HASBARCO needs to adjust Minimum Affordability Levels in order to qualify for tax credit or other affordable housing subsidy program financing purposes, it may do so without City’s consent. In the event a Transferee seeks to alter the Minimum Affordability Levels for tax credit or other affordable-housing subsidy program financing purposes, Transferee must obtain City’s consent in writing prior to making such an application and enter into or amend the appropriate affordable housing covenants and agreements (City’s consent will not be withheld unreasonably-).

- iii. Specify that the income restriction on the 102 affordable units shall be for a term of 55 years, which shall not commence until the units are occupied.
- iv. Specify that the rent charged to the tenants shall be an “affordable rent” including a reasonable utility allowance (gas, electricity, water, sewer, garbage, recycling, green waste) pursuant to California Health and Safety Code section 50053(b)(3).
- v. Specify that the rent to be charged shall be “Qualifying Rent,” which shall be defined as the total monthly charges paid by the tenant household for rent, which shall not exceed:
 - a. For the Low-Income units, 30 percent times 60 percent of the Area Median Income adjusted for Household Size Appropriate For The Unit divided by 12 months minus the applicable Utility Allowance.
 - b. For the Very Low-Income units, 30 percent times 50 percent of the Area Median Income adjusted for Household Size Appropriate For The Unit divided by 12 months minus the applicable Utility Allowance.
- vi. Specify that “Household Size Appropriate for the Unit” “means a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and five persons in the case of a four-bedroom unit. This translates to a multiplier used in the calculation of maximum monthly rent amounts for Restricted Units, based on the income differentials for household size of the Area Median Income published by California HCD, such that 0.7 is used for a studio unit, 0.8 for a one-bedroom unit, 0.9 for a two-bedroom unit, 1.0 for a three-bedroom unit, and 1.08 for a four-bedroom unit.
 - a. Specify that tenants must execute an Intent to Reside Statement (“IRS”). The IRS shall include but is not limited to representation and warranties that the tenant meets the above-described income restrictions, shall use the property as the tenant’s primary residence, shall not sublet the unit at any time including as a short-term rental property, and tenant shall cooperate with Permittees and City in determining tenant’s income annually. Permittee shall ascertain tenant’s income annually through an annual certification process;
 - b. Specify that if the Permittees shall fail to observe or perform any covenant or condition in the Agreement and if such

noncompliance is not corrected after applicable notice and cure periods have been completed, such noncompliance shall be considered an event of default and, notwithstanding any other remedy at law, the City shall be entitled to bring an action at law or in equity to abate, prevent or enjoin any such violation or attempted violation, or to compel specific performance by the Permittees of their obligations. In the event (a) the City brings an action at law or in equity against Permittees for any Permittee violation of a covenant or condition in the Agreement with respect to any restricted unit and (b) a court of competent jurisdiction determines a violation has in fact occurred under the Agreement, then the term of the Agreement shall be tolled during any period of violation upheld by such court solely with respect to such unit; and

4.Park Construction Timing: The park will be constructed on Lot 3. The Property Owner of Lot 4 will construct the park in conjunction with the construction of the market rate units. Based on the phasing of the construction and to keep the public safe from an active construction site, the park will be completed at the time of the final phase of the market rate units. The park must be completed prior to the final certificate of occupancy with the last residential building on Lot 4. Heritage Ridge shall offer to dedicate the public park to the City upon Final Map Recordation in accordance with the Vesting Tentative Map and transfer title to the City in accordance with Condition Numbers 26 and 50J. **If work is needed to occur in the archaeologically sensitive area including the buffer area as identified in the Dudek 2014 Archaeological Assessment Report provided for the project before the archaeological site is capped to facilitate the creations of Lots 2 and 4, the project archaeologist must provide a phasing plan for city approval. The phasing plan must outline how such activities will occur within the archaeologically sensitive areas without causing a significant impact to those areas, including the disturbance or compaction of the archaeological resources and/or deposits. The plan must be reviewed and approved by the City and the local Chumash community.**

12. Permittees agrees to indemnify, ~~and~~ hold the City harmless from, **and defend the City** against any **and all** claims, actions, appeals, damages, costs (including, without limitation, attorney's fees), injuries, or liability (**each, a "Claim"**), arising from **or related to** the City's certification of the **Final Environmental Impact Report ("FEIR")**, adoption of the **Mitigation, Monitoring, and Reporting Program ("MMRP")**, adoption of the Statement of Overriding Consideration ("SOC"), approval of the ~~Vesting Tentative Map ("VTM")~~ **Development Plan ("DP") and attendant Conditions of Approval and** ~~or any~~ associated post-discretionary approvals and ~~and~~ condition clearance of the

Development Plan and associated post-discretionary approvals (“**Project Approvals**”). ~~except for such loss or damage arising from the City’s sole negligence or willful misconduct. Except as described in this section, T the~~ obligation to indemnify, hold harmless and defend the City shall arise when the City is named in **or subject to any Claim, including without limitation a lawsuit, claim, or other legal proceeding** ~~or when any claim is brought against it by suit or otherwise,~~ **regardless of whether such Claim is meritless, meritorious, or otherwise, the same is groundless or not** arising out **or related to any of the Project Approvals. Permittees shall pay all litigation costs, attorney’s fees, expert fees, and other costs associated with any Claim related to or arising out of the Project Approvals against the City (“Defense Costs”), and agrees that the City may select counsel of its own choosing to defend against such Claim(s).** Permittees shall remit payment of the City’s Defense Costs within 30 days of request for payment. ~~of the City’s certification of the FEIR, adoption of the MMRP, adoption of Statement of Overriding Consideration (“SOC”), approval and condition clearance of the Vesting Tentative Map (“VTM”) and associated post-discretionary approvals, approval and condition clearance of the Development Plan and associated post-discretionary approvals, Permittees agrees to defend the City (at the City’s request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise.~~ For purposes of this section “the City” includes the City of Goleta’s elected officials, appointed officials, officers, ~~and~~ employees, **consultants, contractors,** and agents. Permittees are jointly and severally liable for this condition.

26. Native Plant Vegetation. The below requirements relate to the Revised Site Plan, and associated landscape and habitat exhibits dated September 22, 2022. When the landscape plans undergo Preliminary Design Review, the Design Review Board is charged with reviewing the landscape plans for consistency with the following requirements:

A. The Coastal Sage Scrub (“CSS”), Coast Live Oak Woodland, Native Grassland, and Marsh plant palettes shall be maintained for the life of the Project (“life of project” is defined as until another development project that differs substantially in building size and layout to the Project permitted and constructed is approved/occurs on the site covered by Lots 1-4 of the Heritage Ridge Parcel Map) with species listed on the final approved Habitat Exhibit, Landscape Plans, and Plant Palette, and any replacement plantings shall be planted annually as needed at the start of the rainy season in late fall or early winter. If CSS, Coast Live Oak Woodland, Native Grassland, and Marsh plantings do not thrive in certain locations and conditions, then original plant species may be replaced with other plant species as appropriate for that

specific habitat type, e.g., original Coast Live Oak Woodland plant species may be replaced with other Coast Live Oak Woodland plant species, etc.

- B. All CSS vegetation communities shall be planted to attain and maintain at least 80-85% native plant cover by local genotype native plants with intervening areas supporting local genotype native grasses and native herbs. Coyote brush shall be allowed to persist within the CSS but shall not be allowed to dominate the CSS.
- C. CSS, Coast Live Oak Woodland, Native Grassland, and Marsh plants will be sourced from local genetic material in the Goleta Slough Watershed or, if not available in the Goleta Slough Watershed, then from local genetic materials in the Devereaux Slough Watershed. Ornamental native planting areas may be a blend of local natives, ornamental cultivars, and Santa Barbara Channel Island species, but will not all be locally genetic stock. Ornamental native plantings shall not occur within CSS, Coast Live Oak Woodland, Native Grassland, and Marsh areas including those areas designated for those habitat types, such as within the park, the Wildlife Corridor located adjacent to Los Carneros Road, the Native Grass Meadow, the Basin/Swale features, the Bioretention Basins, and the Basin/Turf Play Area vegetation communities designated in the final Landscape Plans and Habitat Exhibit as approved by the City.
- D. All ornamental native plant species used elsewhere on the property will exclude species which can hybridize with local genotype native plant species in the local native vegetation communities. Exotic and noxious weeds (Cal IPC listed as High or Moderate) are to be monitored and removed at least annually in CSS, Coast Live Oak Woodland, Native Grassland, and Marsh areas for the life of the Project. A good faith effort shall be made to completely control and remove all exotic and noxious weeds, nonnative grasses and nonnative herbaceous and woody plants; however, nonnative grasses, and herbaceous and woody plants may occur and likely cannot be completely controlled. Nonnative grasses and herbaceous and woody plants shall be limited to less than 10% of the total area of CSS, Coast Live Oak Woodland, Native Grassland, and Marsh areas for the life of the Project.
- E. The location of the CSS, Coast Live Oak Woodland, Native Grassland and Marsh may change by as much as two percent of total acreage by habitat type, as long as the modified areas remain contiguous, new species are not added, and additional equivalent area will be added such that the total acreages of CSS, Coast Live Oak Woodland, Native Grassland, and Marsh shall each remain the same or increase.
- F. All CSS, Coast Live Oak Woodland, Native Grassland, and Marsh plant communities and local genotype native plants established on the Project site, including within the park, the SPA, the Wildlife Corridor located adjacent to Los Carneros Road, the Native Grass Meadow, the Bioretention Basins, the Basin/Swale features, and the Basin/Turf Play Area shall be maintained,

retained, and replaced if necessary for the life of the Project. Where these native plantings occur on Lot 3 of the Heritage Ridge Map, the City will use its best efforts to maintain the **native vegetation planted in the City Park Lot** in a good faith consistent with the conditions of approval based on budget resources **including the funding mechanism set forth in Condition 50(J)** and at levels ~~to~~ similar ~~at~~ to other City-maintained public parks.

- G. All CSS, Coast Live Oak Woodland, Native Grassland, and Marsh plant community areas shall have signage posted which shall read, "Sensitive Wildlife Habitat Area – Authorized Personnel Only." Signage shall be installed a maximum of every 100 linear feet and shall be maintained for the life of the Project. Letters on the signs shall be a minimum of two inches tall and signs and lettering shall be maintained to be clearly visible and legible. If signage becomes illegible for any reason, signs shall be replaced within one month by the Permittees where it occurred on Lots 1, 2, and 4 and on Lot 3 as determined reasonable based on budgetary and fabrication constraints and maintained in a legible condition for the life of the Project. If signage is ineffective at minimizing human intrusion into plant community areas, as identified during annual or other inspections, additional measures such as signage or lodgepole and rope fencing will be considered where necessary to ensure protection of plantings. Prior to installation, approvals of the additional fencing materials would follow the City's permit processes and obtain all necessary City permit approvals prior to installation. If this situation occurs on Lot 3, the timing on this improvement would occur based on City budgetary and Public Works Department contracting constraints.
- H. Activities within the Streamside Protection Area (SPA) area located on Lot 4 will be limited to maintenance i.e., replacement of the plantings and irrigation system, weed removal, trash removal, wall and fence repair, and maintenance of utilities such as the storm drain inlet and lateral as well as Goleta West Sanitation District's sewer main.
- I. CSS, Coast Live Oak Woodland, Native Grassland and Marsh plant palettes and vegetation communities and all areas planted with local genotype native plant species on the Project site ~~outside the SPA found on Lot 4, including the park,~~ shall be maintained with said vegetation and plants for the life of the Project. As stated above, the City of Goleta will make a good faith effort to meet this requirement but may deviate from this standard for the reasons stated above.
- J. The strip of native plantings located to the southeast of the wildlife corridor along the west perimeter retaining wall containing the "Vegetated Stepped Retaining Wall Planters" identified in the Applicant's Revised Site Plan, and the associated Habitat Exhibit, Landscape Plans, and Plant Palette will be gently sloped to the minimum feasible slope (not more than a 1:1 slope possibly with vegetated retaining wall steps no greater than 6 inches tall and will be as wide as possible but shall be no less than 8 feet wide, if feasible, a portion of the deck shall be a slope i.e. without steps. The area will be

vegetated with local genotype native plants, including, for example vines or plants that will creep over the retaining walls, for the life of the Project.

31. Prior to the issuance of a Haul Permit to commence the removal of the approximately 92,000 cubic yards of stockpiled materials and associated Zoning Clearance, the Permittees must:

- A. Secure approval of stockpile removal grading plan from the Building Official and have been issued a grading permit for the work. The grading plan must:
 - i. Meet the requirements of GMC Chapter 15.09 and all other applicable Building Code provisions.
 - ii. Be specific and show the locations of all required and necessary stormwater BMP.
 - iii. Show all turnaround areas, workers' parking area, and vehicle stacking area, and onsite path of travel.
 - iv. Show the location of the archaeological and tribal cultural sensitivity area and clearly mark it as an off-limits area for all vehicles, turn around areas, laid down areas, storage of materials etc. Non-motorized vehicular access is allowed to facilitate hand removal of weeds, and soil capping and protection. **Soil capping can be conducted with rubber-tired equipment beginning from the outer edge of the archaeological site and working towards the center of the resource, such that equipment only operates on top of the fill soils.**
- B. Apply for a Haul Permit from the Public Works Director or designee. The Haul Permit application must clearly identify:
 - i. The haul route(s) for the export of stockpile materials from the site
 - ii. The location of the proposed receiver site for export of materials
 - iii. Measures to be taken to ensure that all haul trucks hauling debris, sand soil and/or other loose materials shall be covered and/or maintain a minimum 2 feet freeboard.
 - iv. Measures to be taken to ensure that construction vehicles only use the City designated Truck Routes, as clearly indicated on the Haul Route Exhibit. All other routes are prohibited.
 - v. Plan to ensure that parking is implemented in a manner that will minimize the potential for traffic interference. Include designated worker parking areas on the Haul Route exhibit (excluding the Archaeological Sensitivity area of the site).
 - vi. Clearly identify the proposed areas for haul vehicle staging and locations for haul vehicles ingress and egress. The ingress/egress pattern shall be identified on the Haul Route Exhibit.
- C. Post on-site signage that lists the hours of operation and contact information (name and phone number) for someone to contact if noise, dust or other issues are observed.
- D. Fence the archaeological and tribal cultural sensitivity area to prohibit vehicle access, turnarounds, storage etc. and have the fencing verified by the Planning Director or designee. Fencing is to remain in place through hauling operation and construction on Lots 1, 2, and 4. **If work is needed to occur in the**

archaeologically sensitive area including the buffer area as identified in the Dudek 2014 Archaeological Assessment Report provided for the project before the archaeological site is capped to facilitate the creations of Lots 2 and 4, the project archaeologist must provide a phasing plan for city approval. The phasing plan must outline how such activities will occur within the archaeologically sensitive areas without causing a significant impact to those areas, including the disturbance or compaction or archaeological resources and deposits. The plan must be reviewed and approved by the City and the local Chumash community.

- E. Non-motorized vehicular access is allowed to facilitate hand removal of weeds, soil capping and protection. **Rubber-tired equipment access is allowed for soil capping, such that equipment only operates on top of the fill soils.**
- F. Implement all applicable noise mitigation measures related to export including installation of noise blanket materials along Camino Vista and Calle Koral and have the implementation of the measures be verified by the Planning Director or designee.
- G. Install the applicable stormwater/BMPs and have the installation verified by the Public Works Director or designee.

40. Secure approval of Trash/Recycling Areas to implement City approved and/or adopted Best Management Practices (BMPs) as approved by the Public Works Director or designee. The design must ensure that organics and other pollutants are not picked up by irrigation runoff or rain and transported to the nearest storm drain and into our waterways.

As a Multi-Unit Residential Dwellings Project, all organics (food waste and green waste) must be included in the amount of recycling. Green waste, i.e., landscaping debris, is a part of the 50% recycling calculation. Provide adequate area for green waste within trash/recycle/organic area(s) or provide statement if intent is to have a maintenance company haul off green waste to a certified composting/mulching facility. Food waste containers are required **at the** facility.

41. The following shall be identified on the Building or Grading Plans and as shown on the Final Map:

- A. Show all existing survey monuments to be preserved and/or tied out in coordination with the County of Santa Barbara's Surveyor's Office. Survey monuments that control the location of subdivisions, tract boundaries, roads, streets, or highways or provide horizontal or vertical survey control shall be surveyed and documented in accordance with Section 8771 of the Land Surveyor's At. Preliminary copies of pre- and post-construction Corner

Records shall be provided to the City as evidence of compliance with the Land Surveyor's Act.

- B. Indicate all Rights-of-Way Easements and Monuments
- C. Provide official documentation approving use of an easement from all utilities that have easement rights for the use of the applicable easements.
- D. Reset survey monuments if damaged during construction. If survey monuments are damaged or affected by the construction activities, the City will require a security for the resetting of the survey monuments disturbed by construction. The Permittees shall submit an estimate, signed, and stamped by a Licensed Surveyor in the State of California for monument preservation. This estimate will be used to determine the amount of the security.
- E. Provide Trash/Enclosures to be sized for solid waste, recyclables, and organics containers as approved by the Public Works Director or designee. Organics is defined as green waste, food waste, wood waste and fibers (paper and cardboard).
- F. Provide Trash/Recycling/Organics Collection Containers at a minimum 50% of the total volume of material generated is to be recycled/mulched/composted thus diverted from landfill disposal to the satisfaction of the Public Works Director or designee. Trash/recycling/organic areas shall be easily accessed by the consumer/tenant /resident and the trash hauler. When necessary, trash hauler shall review the plans and provide concurrence to the City approving the location and accessibility of proposed trash enclosure/(s).
- G. Provide Trash/Recycling Areas to implement City approved and/or adopted Best Management Practices (BMPs) as approved by the Public Works Director or designee. The design must ensure that organics and other pollutants are not picked up by irrigation runoff or rain and transported to the nearest storm drain and into our waterways.
- H. Provide adequate area for green and food waste within trash/recycle/organic area(s) or provide statement, if the intent is to have a maintenance company haul off green waste to a certified composting/mulching facility in accordance with Condition No. E, F, and G above. Food waste containers are required **at the #facility**.
- I. State the Construction and Demolition (C&D) Debris Recycling requirements as provided for in Condition No. H above. This requirement will facilitate the recycling of all construction recoverable/recyclable materials. The project will

be required to meet the CalGreen minimum diversion requirement of 65% of the project's solid waste to be diverted from the landfill.

43. Prior to Encroachment Permit(s) Issuance, the Permittees:

- A. **Comply with Use** City Resolution No. 15-46, Construction and Major Maintenance Limitations, in the public right-of-way for construction working hours and lane closure limitations.
- B. Submit for and secure approval of a Haul Permit from the Public Works Director or designee. All applicable permits for the placement of exported material at off-site location(s) within the City limits must be provided to the Public Works Director or designee. The Haul Permit must clearly identify:
 - i. The proposed haul routes.
 - ii. The proposed location for placement of export material.
 - iii. Measures to ensure that all haul trucks hauling debris, sand soil and/or other loose materials shall be covered and/or maintain a minimum 2 feet freeboard.
 - iv. Measures to ensure that construction vehicles only use the City's designated Truck Routes, as clearly indicated on the Haul Route Exhibit. All other routes are prohibited.
 - v. Measures to ensure that construction parking is implemented in a manner that will minimize the potential for traffic interference. Include construction parking designated area(s) on Haul Route exhibit.
 - vi. Clearly identify the proposed area for construction vehicle staging and location(s) for construction vehicle ingress and egress. The ingress/egress pattern shall be identified on the Haul Route Exhibit.
- C. Secure approval of a Traffic Signal Modification Plan from the Public Works Director or designee. The plan must be implemented prior to the first certificate of occupancy issued on Lot 4 as outlined in Condition No. 49.L.
- D. **Submit Public Improvement plan for review and approval by the Public Works Director or designee for the work to be done on Camino Vista as follows:**
 - i. **Construction standard curb, gutter, and sidewalk consistent with the existing sections of Camino Vista constructed for Willow Springs II and tree wells adjacent to the curb. The distance between the curb face and the property line shall be seven (7') feet.**
 - ii. **Construction of driveways to be consistent and compatible with driveways previously construction at Willow Springs on the opposite side of Camino Vista. The driveway entrance to the affordable portion of the project will be constructed at 60' wide with a median. The driveway entrance to the market rate portion of the project will be**

constructed at 32' wide with no median. The Park entrance will be constructed at 27' wide with no median. Driveways shall have a curb radius of 25 feet.

- iii. Inclusion of a Class II Bike Lanes and on-street parking.
 - iv. Installation of four Street lights on the north side of Camino Vista spaces equally between the streetlights on the southside of Camino Vista, starting at the west of the intersection with Calle Koral.
- E. Submit Public Improvement plan for review and approval by the Public Works Director or designee for the work to be done on Calle Koral as follows:
- i. Provision of Landscaping between the back of the existing sidewalk and the property line.
 - ii. Inclusion of a Class II Bike Lanes. On-street parking and site access to be shown as not allowed.
- F. Submit Public Improvement plan for review and approval by the Public Works Director or designee for the work to be done on Los Carneros as follows:
- i. Construction of a drainage inlet and storm drain to connect to existing drainage inlet at the intersection of Los Carneros Road and Calle Koral or as approved by the Public Works Director.
 - ii. On-street parking and site access to be shown as not allowed.
- G. Comply with the following requirements, standards, and conditions:
- i. Ensure all construction work in the public right of way complies with the City Design Standards, Green Book Standard, or Cal Trans Standard. The utilized Standard Design Details must be shown on the improvement plan.
 - ii. Ensure Drainage Design and structural improvements shall comply with all current regulations for Drainage System BMPs, Trash Treatment Control Devices, and stormwater treatment features. All Trash Treatment Control Devices must be certified by the State Water Resources Control Board (SWRCB) and approved by the Public Works Director or designee.
 - iii. Existing Drainage inlets in Public Road ROWs, along projects frontages and matching inlets across the street(s), shall be retrofitted with the most current BMPs/Trash Treatment Control Devices and must be certified by the SWRCB and approved by the Public Works Director or designee.
 - iv. Include an Engineer's Estimate for the proposed Public Improvements prepared by a Registered Engineer. The Permittee shall obtain bonds or other securities in the amount of 100 percent of the Engineer's

Estimate for the performance and payment of the cost of the approved Public Improvements.

47. Prior to issuance of effectuating Zoning Clearance and building permits, the Permittees of Lot 4 must:

- a. Provide a recorded copy of the Agreement to Provide Affordable Housing and Restrictive Covenant that provides for a 55-year affordable housing deed restriction for the provision of 104 rental units on Lots 1 and 2, which is required to be recorded upon final map recordation pursuant to the Vesting Tentative Map Conditions of Approval.
- b. Prepare and secure approval of a planting plan for the native plants proposed on Lot 3 from both the PER and Public Works Directors or designees based on the provisions of Condition No. 26 above. The plan must specify the details of the plant material sourcing, the planting requirements, the goals of the planting plan, the replacement plan, if plants have not successfully established, annual reporting requirements, and maintenance requirements for the native plants proposed and other criteria included in Condition No. 26 to be installed on Lot 3 and 4. The Permittee of Lot 4 will be responsible for the installation and implementation of the plan.

~~and~~ **During construction of the park, regular inspections must be conducted by the Public Works Director or designees to ensure that the construction is occurring appropriately and in keeping with the approved plan. Once the Permittee has completed construction, including planting of all vegetation and landscaping, installation of all the playground equipment and approved amenities, facilities, and associated parking lot (“Park Improvements”) on Lot 3, the Permittee shall maintain the park for a minimum of ninety (90) days at the Permittee’s expense and such maintenance shall include at a minimum: 1) landscape maintenance such as removal of all weeds, replacement of all dead and dying plants, weekly turf maintenance, mowing and edging, gopher trapping, and replacement of mulch at a minimum of 4 inch depth; 2) maintenance of irrigation systems, including the replacement of sprayer heads, driplines, and valves; program and adjust the irrigation system to properly keep the landscaping in good condition; 3) maintenance of the park in a sanitary condition to City standards, including trash removal, wiping down picnic tables, removing graffiti, removing barbeque ashes, and wiping down playground equipment and 4) minimum of three monthly inspections of park facilities, equipment, structures, hardscape and amenities by a certified Playground Inspector. Concurrent with the City’s acceptance of title to the park, Permittee shall contribute \$25,000 towards the replacement and annual monitoring of the native vegetation in the Park; this \$25,000 shall not count towards any payment owned by Permittee under the VTM conditions. This amount can be paid in one of two ways: 1) if Permittee is eligible for reimbursement of at least \$25,000 of its Quimby fees pursuant to**

the VTM conditions at the time this amount is due, upon Permittee request, the City will deduct \$25,000 from the amount of Quimby fees eligible for reimbursement or 2) if Permittee is not eligible for reimbursement of at least \$25,000 of its Quimby fees pursuant to the VTM conditions at the time this amount is due, the Permittee must make a \$25,000 cash deposit with the City.

After ninety (90) days, Permittee will become eligible to transfer title to the City with documentation that the Park has been constructed, installed, and established to the Development Plan and the City standards as determined by the Public Works Director or designee. During the ninety (90) day maintenance period, the City will engage with the Permittee to ensure City standards are met, final inspections have been obtained, and all signoffs from the City and outside permitting Agencies have been obtained. Once the Park improvements have been found acceptable by the Public Works Director or designees, the offer of dedication or the park shall be agendaized for acceptance by the City Council as part of a regularly scheduled Agenda.

~~Once the 91st day after~~ the City accepts title to the park, the City will assume responsibility for Park maintenance, at which time the Permittee shall be released of all obligations related to the park except 1) as provided in the Reciprocal Easement Agreement executed pursuant to the VTM conditions; **and 2) as provided below regarding the indemnification of the City; 3)** Permittee shall warranty the structures, equipment, park amenities, and hardscape in the park for the length of one (1) year after City's acceptance of title, at which point Permittee shall transfer to the City the benefit of any warranties provided to Permittee by the original manufacturer of any equipment, structure or facility.

Permittee of Lot 4 agrees to indemnify, ~~and~~ hold the City harmless from, and **defend the City** against any **and all** claims, actions, **appeals**, damages, costs (including without limitation, attorney's fee), injuries, or liability (**each, a "Claim"**), arising from **or related to** the acts and omissions of Permittees and its contractors, consultants, agents, employees, and officers relating to the ~~installation and~~ implementation of the **planting** plan and **installation of** all equipment, facilities, structures, hardscape, and park amenities and maintenance of the park as defined in the Condition ("**Park Improvements**") ~~.except for willful misconduct. Except as described in this section,~~ The obligation to indemnify, hold harmless and defend the City shall arise when the City is named in **or subject to** any suit, ~~or when any claim is brought against it by suit or otherwise, whether the same is groundless or not,~~ **including without limitation, a lawsuit, claim, or other legal proceeding regardless of whether such Claim is meritless, meritorious, or otherwise**, arising out of or related to any of the Park Improvements. **Permittee shall pay all litigation costs, attorney's fees, expert fees, and other costs associated with any Claim related to or arising out of the Park Improvements against the City ("Defense Costs") and agrees that the City may select counsel**

of its own choosing to defend against such Claim. ~~the acts and omission of Permittees and its contractors, consultants, agents, employees, and officers relating to the installation and implementation of the plan and all equipment, facilities, structures, hardscape, and park amenities and maintenance of the park as defined in this Condition. Permittees agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise.~~ For purposes of this Condition, "the City" includes the City of Goleta's elected officials, appointed officials, officers, ~~and~~ employees, consultants, contractors, and agents. Permittees are jointly and severally liable for this condition.

48. Prior to the issuance of the Zoning Clearance for grading or construction on either Lots 1 or 2, the Permittees shall record a restrictive covenant for both lots as developed by the City at the Permittees expense (such requirement can be satisfied with the Agreement to Provide Affordable Housing and Restrictive Covenant recorded on Lots 1 and 2 as required by the Conditions of Approval of the Vesting Tentative Map) regarding the fee waiver granted as the project has qualified to receive a 100% Development Impact Fee (DIF) waiver as a qualified 501(c)3 non-profit organization.

As provided for in Council Resolution 22-68, if in the future a change of non-profit status or acquisition of the property by a for-profit entity occurs, then the payment of Development Impact fees will be necessary. The for-profit entity shall pay the difference between the full amount of DIFs at the time the DIF was discounted and the reduced DIFs previously paid, plus annual adjustments for each year the discount was applied. Each annual adjustment shall be in accordance with a percentage equal to the appropriate Engineering Cost Index as published by Engineering News Record, or its successor publication, for the preceding 12 months for which the ECI is available and such ECI shall be specific to California or the nearest region. Such difference in DIFs shall be paid prior to close of escrow before transfer of ownership or possession. For a change of use to another beneficial project category, the Permittees shall pay the difference for any greater amount of DIFs owed under the new beneficial project category.

The table below provides the initial DIFs that would be adjusted based on the ECI, as described above, based on the City of Goleta's Residential DIF rates for Fiscal Year 2022/2023. The rates upon which DIFs, are based 104 multi-residential units.

In addition, the impact fees established by the Goleta Union/Santa Barbara Unified School Districts (School Fees) shall also be paid in accordance with the requirements of those entities. This condition also serves as notice pursuant to Government Code Section 66020(d) that the City of Goleta is imposing development impact fees ("DIFs") and the Permittees have 90 days after the imposition of the fees to protest fees.

FEE	RATE	ESTIMATED	TIME	AGENCY
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			DUE	
Fire Facility (104 Units)	\$951 per unit	\$13,314 \$98,904	CO	City
Library (104 Units)	\$788 per unit	\$81,952	CO	City
Public Administration (104 Units)	\$2,531 per unit	\$263,224	CO	City
Transportation (37 PM Peak Hour Trips)	\$14,068 per trip	\$520,516	CO	City
School Fees	Set by School Districts	--	BP	Goleta Union & SB Unified School Districts
TOTAL	—	\$2,266,366 \$2,351,951	—	—

* Permittees shall record a restrictive covenant on the subject property limiting its use to non-profit purposes in exchange for the DIF reduction. Upon change of non-profit status, all waived fees shall be paid as described in text.

KSF = 1,000 sq. ft. CO = Certificate of Occupancy

BP = Building Permit

50. J. Upon transfer of title of the public park on Lot 3 of the Heritage Ridge parcel map, the park parcel must be clear of any encumbrances and/or clouds on title including recordation of any Memoranda of Agreement of private agreements of which the City is not a party.

Further, upon transfer of title of the park, the Permittees of Lot 4 shall remit contribute \$125,000 towards the establishment and maintenance of the native vegetation areas only, within the public park. This amount can be paid in one of two ways: 1) if the Permittee is eligible for reimbursement of at least \$125,000 of its Quimby fees pursuant to the VTM conditions at the time this amount is due, upon Permittee request, the City will deduct \$125,000 from the amount of Quimby fees eligible for reimbursement or 2) if Permittee is not eligible for reimbursement of at least \$125,000 of its Quimby fees pursuant to the VTM conditions at the time this amount is due, the Permittee must make a \$125,000 cash deposit with the City. The \$125,000 payment from the Permittee/Heritage Ridge Owners shall not be counted as payment of the Permittees obligations to pay park fees required by Title 16 of the Goleta Municipal Code and Government Code Section 66477 (Quimby Act) or in compliance with any of its obligations under the VTM conditions. Permittee/Heritage Ridge Owners shall not seek reimbursement of the \$125,000 payment from the City under any circumstance. Upon

receipt of such funds, the City will deposit the \$125,000, along with \$125,000 of the City's own funds, for a total of \$250,000 in an account dedicated to funding the maintenance of the native vegetation areas only within the public park. The maintenance and future needs of the park will be subject to the City's annual budget process during which public meetings will be held and the public will have an opportunity to participate.

If any maintenance, replacement, or other costs are not met by the interest from the initial \$250,000 amount, the City will assess the needs of the City Park Lot during its budget process and determine whether to allocate additional funds from the principal towards maintenance of the native vegetation. In the event principal funds are depleted, the City will continue to use its best efforts to maintain the native plants in compliance with the conditions of approval.