From: Jacqui Bravo
To: Brian Hiefield; PER Meetings
Subject: July 13, 2026 Planning Commission for Fairview Gardens Case No. 25-0001-CUP
Date: Tuesday, June 9, 2026 9:14:45 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to submit a public comment on Case No. 25-0001-CUP, the Conditional Use Permit application for Fairview Gardens at 598 N. Fairview Avenue, Goleta. I am a resident of the Goleta community, and I am concerned that this application goes too far and requires significant changes before any approval. This property is zoned AG-1-5 and governed by a recorded Agricultural Conservation Easement requiring all uses to support its agricultural mission. I urge the Planning Commission to hold this application to that standard.

A permit is permanent. It outlives this applicant, this Commission, and this moment. I am asking the City to ensure that what it approves is only a farm and not a media venue, because whatever is approved is what this land becomes for good.

I am against animal farming in this residential area so this permit should limit the farming to vegetable produce.

I also would like to see limits on the number of participants in group activities and a ban on festivals which could create traffic and noise issues.

Thank you for your consideration.

Sincerely,
Jacqui Bravo
5978 Scott Court
Goleta, CA

From: James Foster
To: PER Meetings
Subject: Fwd: Fairview Gardens CUP Project
Date: Tuesday, June 9, 2026 6:05:36 PM

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---------- Forwarded message ---------
From: **James Foster** <jamesofsb@gmail.com>
Date: Mon, Jun 8, 2026 at 4:29 PM
Subject: Fairview Gardens CUP Project
To: <permeetings@cityofgoleta.com>

Hi,

Thank you for your time reviewing the community's comments. I'm excited for the farm to reopen to the public.

I am concerned about the frequency and scale of the proposed events and activities associated with this project, particularly the repeated use of amplified music. The proposal appears to allow events, workshops, dinners, and festivals throughout much of the year, including evening activities and amplified sound. Given the rural and residential character of the surrounding area, amplified music occurring multiple times per month and into the evening hours could significantly impact neighboring properties and residents' quiet enjoyment of their homes.

I am also concerned about the potential for roosters on site. While the project references keeping up to 100 chickens, it does not clearly state whether roosters are prohibited. Due to the noise impacts associated with roosters, I request that the Conditional Use Permit explicitly prohibit roosters on the property.

Additionally, I am concerned about flies and other nuisance impacts associated with the proposed number of farm animals. Proper manure management, sanitation, and pest control measures should be clearly addressed and enforced to minimize impacts to adjacent properties.

I respectfully request that the City carefully evaluate these operational impacts and consider enforceable conditions related to amplified music, hours of operation, rooster prohibition, and animal waste and pest management to help protect the surrounding neighborhood and nearby residents.

Thank you,

James Foster

467 Kings Way

From: Nicholas Norman
To: Nicholas Norman
Subject: FW: July 13, 2026 Planning Commission for Fairview Gardens Case No. 25-0001-CUP
Date: Monday, June 15, 2026 8:00:19 AM

-----Original Message-----
From: Miller <amandamiller1414@gmail.com>
Sent: Thursday, June 11, 2026 11:06 AM
To: Brian Hiefield <bhiefield@cityofgoleta.gov>; PER Meetings <PERmeetings@cityofgoleta.gov>
Subject: July 13, 2026 Planning Commission for Fairview Gardens Case No. 25-0001-CUP

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to submit a public comment on Case No. 25-0001-CUP, the Conditional Use Permit application for Fairview Gardens at 598 N. Fairview Avenue, Goleta. I am a resident of the Goleta community, and I value Fairview Gardens and want to see it thrive as a working farm and educational resource. This property is zoned AG-1-5 and governed by a recorded Agricultural Conservation Easement that requires all uses to support its agricultural mission. I urge the Planning Commission to ensure any determination protects that mission.

Nothing in this application requires events to be public or distinguishable from a private wedding or corporate rental, and a farm worth supporting does not operate as a private venue.

A genuine educational farm does not require amplified sound, yet this application permits amplified music until 10PM on weekends with no enforceable limits at residential property lines. The applicant's own acoustics consultant confirms that concert-level amplification should not be permitted anywhere on this site, and the permit should prohibit it.

I would also ask the City to remember that a permit here is not a decision about one farm or one owner, but a lasting determination about what agricultural land in Goleta may become.

Fairview Gardens can be one of the finest things in Goleta: a real farm, growing real food, teaching real skills, open to all of us. I am asking the City to protect that future by making sure the permit describes a farm and nothing else. Thank you for your consideration.

Sincerely,
Matt
Noleta
Goleta, CA 93111

From: Brian Hiefield
To: PER Meetings
Subject: FW: Design Review Board: Fairview Gardens Project
Date: Monday, June 15, 2026 8:53:37 AM

Additional public comment.

Brian Hiefield
Senior Planner
City of Goleta
Planning & Environmental Review Department
Current Planning Division
805-961-7559
bhiefield@cityofgoleta.gov

From: Erin Smith <sberinsmith@gmail.com>
Sent: Sunday, June 14, 2026 4:21 PM
To: Brian Hiefield <bhiefield@cityofgoleta.gov>
Subject: Design Review Board: Fairview Gardens Project

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Hello Brian,

I'm writing regarding the Fairview Gardens Project to offer my support in seeing the project, as designed, come to fruition. I've lived in Santa Barbara for 20 years, 11 years of which my family has been in the Kellogg school district. I've worked at Trader Joe's in Goleta for more than 15 years and continue to raise my daughters (15 and 11) in the Goleta area. Fairview Gardens was amazing while they were growing up! Both girls enjoyed the after school program the Gardens offered and the summer camp program! I remember a special visit from "Eyes in the Sky" that taught kids about owls. My girls just loved it. Fairview Gardens was great for birthday parties and special events. We went as a family to "Pizza at the Farm" one evening and enjoyed connecting with others in our community. It is such a magical place and I strongly believe a rehabilitation of the historic farmhouse would be great for reconnecting our community through youth and adult programs. Let's get Fairview Gardens up and running again! I support the project as designed, and I believe this would enrich our surrounding neighborhoods and community!

Thanks for your time,

Erin Smith

From: Lisa Prasse
To: City Clerk Group
Cc: Brian Hiefield
Subject: FW: Fairview Gardens Project
Date: Thursday, June 11, 2026 5:59:29 PM

FYI - Another email I found in my junk folder

-----Original Message-----
From: Karina Garcia <love@drkarinagarcia.com>
Sent: Monday, June 8, 2026 3:23 PM
To: PER Meetings <PERmeetings@cityofgoleta.gov>; Brian Hiefield <bhiefield@cityofgoleta.gov>
Subject: Fairview Gardens Project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom it May Concern,

My name is Dr. Karina Garcia. I am a physician living directly next to Fairview Gardens. I look out my window at farm and each day I am thankful to those who had the foresight 30 plus years ago to not allow the farm to be developed into the 52 condominiums that it was zoned for at that time.
I am writing to state my strong support for the farm and the very thoughtful work that has been done to restore and rebuild it.
Change is always hard, and the farm has been dormant for some time. I know some of my neighbors have concerns, but everything about the plans the non-profit has put forward is for community benefit.
As a physician, I know first-hand how important it is for our children to know how their food comes to them and be able to eat foods that are locally grown and grown without herbicides, pesticides, and chemical fertilizers. There is ample evidence that our industrial food system has been making us sick.
Fairview Gardens has been practicing and modeling the best of community agriculture, they have opened the farm up for all to see and to learn from, and their new plan will make the farm and all it has to offer even more accessible to our community.
I encourage you to approve this project for Preliminary Design Review so the CUP Proceed forward.

Sincerely,
Dr. Karina Garcia MD
Kings Way, Goleta 93117

--

Be well,
Karina M. Garcia, MD
You are the best investment you can make.
Nature is health. Nature is medicine.
Dr. Karina Garcia Website <https://healwithdrkarinagarcia.com/>

From: Brian Hiefield
To: PER Meetings
Subject: FW: Fairview Gardens project
Date: Friday, June 12, 2026 1:40:02 PM

Additional public comment.

Brian Hiefield
Senior Planner
City of Goleta
Planning & Environmental Review Department
Current Planning Division
805-961-7559
bhiefield@cityofgoleta.gov

From: Heather Jeno Silva <heathersilva@gmail.com>
Sent: Friday, June 12, 2026 12:11 PM
To: Brian Hiefield <bhiefield@cityofgoleta.gov>
Subject: Fairview Gardens project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Brian,

I am writing in support of moving forward with the proposed plans for the Fairview Gardens project.

Fairview Gardens has long been an important community resource in Goleta, and I was saddened to see it remain closed for such an extended period. Over the years, my family has enjoyed many aspects of what Fairview Gardens has offered—from sending my children to camp there to purchasing fresh produce—and I know that countless others have benefited from it as well.

I believe the proposed restoration plans thoughtfully honor the history and agricultural legacy of the property while creating new opportunities for community engagement, education, and connection. The project strikes an appropriate balance between preserving what makes Fairview Gardens special and ensuring its long-term sustainability as a vibrant gathering place for our community.

Fairview Gardens contributes to the vitality and character of our neighborhood, and I strongly support the City's approval of this project so that it can once again serve as a valuable resource for residents of Goleta and the surrounding area.

Heather Silva
624 Andamar Way, Goleta, CA 93117
805-252-5210

From: Lana Smith-Hale
To: Brian Hiefield; PER Meetings
Subject: July 13, 2026 Planning Commission for Fairview Gardens Case No. 25-0001-CUP
Date: Tuesday, June 23, 2026 10:18:16 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to submit a public comment on Case No. 25-0001-CUP, the Conditional Use Permit application for Fairview Gardens at 598 N. Fairview Avenue, Goleta. I am a resident of the Goleta community, and I am concerned that this application goes too far and requires significant changes before any approval. This property is zoned AG-1-5 and governed by a recorded Agricultural Conservation Easement requiring all uses to support its agricultural mission. I urge the Planning Commission to hold this application to that standard.

This is not a farm application; it is a venue application on agricultural land, and it must be redefined before any approval.

The application permits amplified music until 10PM on weekends with no enforceable limits at residential property lines. The applicant's own acoustics consultant confirms that concert-level amplification should not be permitted anywhere on this site, and any approval must prohibit it entirely.

The traffic plan depends entirely on parking agreements that can be revoked at any time and requires encroachment permits for events over 195 guests, burdening public streets in a residential neighborhood. The plan and all agreements must be enforceable conditions, with any change triggering City review and public comment.

A permit here is a permanent determination about what AG-1-5 zoned land may become in Goleta, and it will be cited by every future applicant seeking the same.

There is no track record for events at this location or scale, and the applicant's own description of the project as a revitalization concedes the farm has been largely inactive; should the City approve anything, it must begin at the smallest possible scale, with mandatory public review before expansion and the ability to reduce or revoke based on community impact.

A permit is permanent. It outlives this applicant, this Commission, and this moment. I am asking the City to ensure that what it approves is a farm, because whatever is approved is what this land becomes for good. Thank you for your consideration.

Sincerely,
Lana Smith-Hale
416 Albany Court
Goleta, CA 93117

Sent from my iPhone. Please excuse spelling or grammatical errors. Thank you!

From: Andrea Bratt
To: Brian Hiefield; PER Meetings
Subject: Support for Fairview Gardens CUP
Date: Monday, June 29, 2026 10:27:41 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Commissioners

Please approve their project for Preliminary Design and Review so their CUP Project can move forward.

I moved to Goleta Valley in 1965 and have seen farmland disappearing and more development encroaching on our open spaces. Fairview Gardens is a community treasure and in order to continue their mission, they need to build the infrastructure to grow, harvest, preserve and sell healthy food and continue to teach and share their extensive knowledge through farm visits and educational events.

I attended the design and review board meeting and heard a lot of people saying they liked the farm but basically "not in my back yard". The main complaints seemed to be the possibility of large events with amplified music and the location of the worker's housing. As a nonprofit educational farm Fairview Gardens needs to have the ability to have educational events, fundraising events and farm tours. It is vital to have affordable housing for workers on site and it makes the most sense to have worker's housing near other residential areas.

I live near the Stow House and yes, my neighborhood gets more traffic during events and yes, we hear amplified music and speakers. But more importantly, Goleta Historical Society is another community treasure; a place where people can come together to hear music, learn about our history, visit farm animals etc.
I'm glad that it is "in my backyard".
I would be proud to have Fairview Gardens "in my backyard".

Sincerely,
Andrea Bratt

From: Ava Castanha
To: Brian Hiefield; PER Meetings
Subject: Support for Fairview Gardens CUP Case Number: 25-0001-CUP
Date: Thursday, June 25, 2026 10:58:33 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair Branch and members of the Design Board:

I write to you to give my wholehearted support for the Center for Urban Agriculture at Fairview Gardens and to ask you to approve their project for Preliminary Design Review.

I grew up in Santa Barbara and Fairview Gardens has always been a special place to me. From visiting with my mom when I was young, I remember being excited to buy fresh produce at the farmer stand and look at the animals, to volunteering as a Couselor-in-training at the Fairview Garden's children's summer camp with my best friend when we were in high school, where we assisted the children with making homemade oven pizzas, harvested in the garden, sang songs below the tree, and watched as the children played games in the avocado orchard. Fairview Gardens is full of magic for children, I remember it myself when I was young, and I saw it again when I volunteered that summer.

It is a gem in the community, and getting to go to the Garden growing up inspired my love for the environment, and when I went to UC Berkeley I studied Conservation and Resource Studies. This was where I learned how special Santa Barbara is - we conserve, protect, and maintain our beautiful environment.

Please approve their project and keep the magic of the garden alive!

Best,
Ava Castanha

FORMAL OBJECTION TO CONDITIONAL USE PERMIT

Case No. 25-0001-CUP

Project Site: 598 N. Fairview Avenue (Fairview Gardens)

Submitted To:
City of Goleta Planning Commission
Peter Imhof, Director
Brian Hiefield, Senior Planner

Submitted By:
Larry Cobb and Linda Cobb
June 29, 2026

FORMAL OBJECTION TO CONDITIONAL USE PERMIT

Case No. 25-0001-CUP

Project Site: 598 N. Fairview Avenue (Fairview Gardens)

June 29, 2026

To: City of Goleta Planning Commission, Peter Imhof (Director), and Brian Hiefield (Senior Planner)

Dear Members of the Planning Commission and City Staff:

This letter is submitted by Larry and Linda Cobb, residents whose property is directly impacted by the proposed Fairview Gardens commercial expansion. We are submitting this formal objection to the Master Conditional Use Permit. The proposed operational expansion, structural massing, and high-density housing placement severely impact the property lines, viewsheds, and quiet enjoyment of the adjacent residential neighbors. Because the CUP generates severe and unmitigated impacts, the City staff's recommendation to adopt a CEQA Class 32 Categorical Exemption (or any other CEQA Exemption) is legally invalid.

A comprehensive Environmental Impact Report (EIR) is legally required.

I. Relocation of Staff Housing & Neighborhood Compatibility

The applicant justifies placing an 8-unit, 16-bedroom staff housing complex (totaling approximately 7,200 square feet) and its exit driveway on the residential property line by claiming they are legally prohibited from building anywhere else due to the current designation of the "Agricultural Support Area." This justification is factually flawed, legally invalid, and historically contradictory.

1. **Incompatibility in Scale and Bulk:** The Goleta General Plan explicitly prohibits this high-density placement. Policy LU 1.8 dictates that new development must be *"compatible with the neighborhood in scale, bulk, and character."* The surrounding residential neighborhood consists of single-family homes, typically ranging from 1,500 to 2,500 square feet with 3 to 4 bedrooms. In stark contrast, the applicant proposes an 8-unit, 16-bedroom high-density housing complex totaling approximately 7,200 square feet. This multi-unit massing is fundamentally incompatible with the existing single-family residential character. Because this project drastically conflicts with General Plan scale and bulk policies, it legally fails the first mandatory prerequisite of the Class 32 Exemption.
2. **The "Viewshed" Confession:** The applicant's own Historic Resources Report (October 2024) reveals the actual motive for this placement, stating: *"The incorporation of staff housing is supportable because it will be located at the northeast corner of the property... [to] minimize view of the new construction from the historic Farmhouse."* If the new staff housing is so out of scale and architecturally incompatible that it must be hidden on the

farthest edge of the property, the legal remedy is to force the applicant to *redesign* the structure so it is subordinate and compatible with the central farmhouse—not to displace the incompatible building onto the residential neighbors' property line.

3. **The Historical Housing Record & 2008 Mandate:** The prior structures located on the residential property line were unpermitted and subsequently abated by the City. The attached historical site plans **(See Attachment A)** explicitly prove that the only staff housing legally entitled by the City was located centrally within the farmhouse development envelope. This centralized mandate was approved by the City Council on July 1, 2008, via Resolution 08-27, and subsequently implemented through the approved Phase 4 and 5 site plans. Furthermore, the attached 2009 City Progress Report **(See Attachment B)** explicitly confirms that the infrastructure for farmworker housing—including connection to the Goleta Sanitary District sewer—was already engineered, installed, and inspected by the City within the central development envelope as part of Phase 4 of the 2008 CUP (08-111-CUP). The applicant cannot now claim that new, isolated utility trenching on the residential property line is the only feasible option when the City has already approved and inspected a functional, centralized utility system for this exact purpose. If the applicant claims Resolution 08-27 is irrelevant because Phase 5 expired, the Planning Commission must recognize that while the applicant's financial inability to fund Phase 5 caused their construction privileges to lapse, it did not erase the City's formal legislative finding that housing on the residential property line is a severe neighborhood nuisance. The applicant cannot use a permit expiration to reward themselves with the right to recreate a nuisance that the City Council legally abated.

4. **The Easement Expressly Permits a "Net-Zero" Relocation:** The applicant falsely claims the 1997 Conservation Easement rigidly binds the housing to the northeast corner. This is explicitly contradicted by the text of the easement itself and the Land Trust's own correspondence. In their December 10, 2024 letter, the Land Trust officially confirms this flexibility, explicitly stating that "agricultural support areas may be reconfigured from time to time" **(See Attachment C)**. Because the Land Trust officially confirms the boundaries are adjustable, the applicant can, and legally must, utilize this exact same process to surrender the northeast footprint back to active agricultural production and transfer that allowance to the central farmhouse envelope in a 1-to-1, net-zero land swap.

5. **The Hypocrisy of the Easement Boundaries:** The applicant claims they are rigidly bound to place this new staff housing inside the existing northeast Agricultural Support Area. However, this claim is directly contradicted by their own current operations. The applicant currently maintains unpermitted dwelling yurts and several other small structures entirely outside the designated Agricultural Support Areas **(See Attachment G)**. The applicant cannot selectively use the Conservation Easement as an impenetrable shield to force high-density housing onto a residential property line, while simultaneously violating the physical boundaries of that very same easement elsewhere on the property.

6. **Demand for Agronomic Proof & The Destruction of Arable Soil:** The applicant's primary justification for refusing to relocate the housing to the central farmhouse envelope

is the unsubstantiated claim that doing so would destroy "prime agricultural land." However, the applicant's own Soils Engineering Report (GeoSolutions, October 2024) completely contradicts this narrative. The boring logs prove that the soil in the proposed northeast housing footprint consists of highly arable, well-draining silty sand extending to a depth of 20 feet. In stark contrast, the borings in the central farmhouse envelope reveal heavy, poorly draining soils classified as "sandy lean clay." Agronomically, well-draining silty sands are generally far more desirable for cultivation than heavy clays. The applicant is actively proposing to pave over the site's most versatile agricultural soil. We demand the City require an independent Agronomic Soils Report to scientifically evaluate both footprints and definitively prove whether a net-zero relocation is ecologically impossible before accepting it as a legal constraint.

7. **Enforcing the 2008 Oversight Mandate:** The City of Goleta has already evaluated the severe nuisances caused by staff housing on this property. In 2008, through Case No. 08-111-CUP and Resolution 08-27, the City legally mandated that housing be located strictly within a "development envelope near the farmhouse" specifically "to abate existing environmental and nuisance impacts" **(See Attachment D)**. Due to severe prior disturbances generated by farm occupants—which directly prompted the City's 2008 abatement resolution—we formally request that if any staff housing is permitted in the central farmhouse envelope, the CUP must mandate strict, full-time oversight of the occupants by farm management to ensure neighborhood peace is maintained.

8. **Formal Notice Regarding Discretionary Easement Adjustments:** We are officially placing the City on notice that the applicant's claim of being "forced" into the northeast corner is a documented misrepresentation. Because the Land Trust has officially confirmed in writing that the easement boundaries are flexible and adjustable under Section 5.2 **(See Attachment C)**, the placement of housing on the residential property line is a discretionary design choice deliberately made by the applicant to protect their own private viewshed. The City cannot accept the "easement" as a valid excuse to bypass its own neighborhood compatibility mandates (Policies LU 1.7 and 1.8) and the City's own 2008 centralized development mandate (Resolution 08-27).

II. Commercial Scale, Massing, and Infrastructure

The project proposes a massive, three-story, 6,500 square-foot commercial barn. Reasonably resizing this barn is the key to supporting the centralized development plan and freeing up space to cleanly co-locate the staff housing near the farmhouse, entirely avoiding the residential property lines.

1. **Violation of Historic Subordination (LU 1.7):** Policy LU 1.7 dictates that development must be subordinate to visual and historic resources; yet, the proposed 6,500 square-foot commercial barn absolutely dwarfs the historic two-story farmhouse, which is only approximately 2,000 square feet. This drastic conflict with General Plan scale policies legally fails the mandatory prerequisites of the Class 32 Exemption.

2. **The project triggers the Historical Resource Exception (Revoking the Exemption).** Under CEQA law, a Categorical Exemption acts as a waiver from environmental review. However, this waiver is legally revoked—triggering an "Exception"—if a project causes a "substantial adverse change in the significance of a historical resource" (CEQA Guidelines §15300.2(f)). Fairview Gardens and its farmhouse are officially listed on the City's Historic Resources Inventory. The applicant proposes erecting a massive 30-foot-tall, three-story commercial-style barn directly next to the two-story farmhouse, claiming it merely replaces a prior historic structure. The City's Draft Notice of Exemption attempts to dismiss the visual and historical impacts of this new building by referencing the October 2024 Historic Resources Report prepared by Post/Hazeltine Associates. However, this justification lacks substantial evidence and relies on a chronologically impossible timeline to justify its scale. In public testimony before the Historic Preservation Commission (April 20, 2026), the applicant's own historian, Tim Hazeltine, confirmed the objective historical record is incomplete, stating: *"There was a very large barn... it shows up until sometime, I think in the 1940s or early 50s, and then it's gone."* In a blatant contradiction at the June 9, 2026, Design Review Board hearing, applicant Michael Ableman attempted to substitute this missing historic record with unverified personal memory to justify the new building's scale. He stated on the record: *"I was there when it came down, when it fell down, it was just, it was so termite ridden that you could put up a screwdriver through the main beam. So there is historic precedent for that barn and the reduced scale, the one we're proposing."* This vivid claim is chronologically impossible. Mr. Ableman stated on the public record at that same DRB hearing that he is 71 years old, meaning he was born circa 1955. Furthermore, he did not begin farming the property until 1981. If the original barn disappeared from the historical timeline in the 1940s or early 1950s, it is physically impossible for Mr. Ableman to have witnessed its demise or used its scale as "historic precedent." Furthermore, the applicant's own official Historic Resources Report (October 2024) contains a detailed analysis of aerial photographs from 1928 to 1973 and completely omits any evidence of this massive barn. Because the sheer scale of this newly invented commercial structure overwhelms the authentic historic anchor of the property, it triggers the CEQA Historical Exception, rendering the Class 32 Exemption legally void.

3. **Inadequate Utility Infrastructure & Severe Soils Impacts:** The project replaces agricultural topsoil with 41,000 square feet of new impervious surfaces. The Stormwater Control Plan (May 2025) reveals this will generate massive peak runoff flows (including an 11.26 cfs inflow peak from "Tributary 1"), requiring the installation of entirely new, massive underground detention vaults just to throttle the runoff before it overwhelms the City's infrastructure. Furthermore, the Soils Engineering Report mandates over-excavating building pads a minimum of 48 inches deep and importing thousands of cubic yards of engineered structural fill. Crucially, the engineer notes that the existing surface soils have *"high organic [matter] from years of farming"* and *"will not be allowed to be used as engineered fill,"* meaning the applicant is mandating the destruction of fertile topsoil to pour commercial foundations, generating hundreds of heavy dump truck trips through a residential neighborhood. Finally, the applicant's own General Plan Consistency Analysis

admits the site lacks adequate wastewater infrastructure for large events, stating "portable lavatories will be brought on the farm" for events exceeding 200 attendees. A project requiring massive new underground detention vaults and trucked-in portable toilets to service 1,500-person commercial festivals is definitively not adequately served by required permanent utilities, which is a mandatory prerequisite for the Class 32 Exemption, thereby invalidating its use.

III. Operational Compliance and Nuisance Abatement

The proposed CUP encompasses sweeping commercial, retail, and entertainment uses that violate recorded deed restrictions, generate severe unmitigated nuisances, and permanently alter the quiet character of the neighborhood.

1. **The CUP Violates the Permitted Scope of the 1997 Conservation Easement:** The applicant's proposed 1,500-guest commercial festivals and large-scale entertainment events exceed the strict legal limits of the property's recorded 1997 Deed of Agricultural Conservation Easement **(See Attachment E)**. Section 6.0(d) explicitly confines public events on the property to "educational purposes related to agriculture, open space, land preservation, or resource protection". Commercial entertainment festivals and high-volume commercial dinners do not possess a bona fide educational curriculum and are explicitly prohibited under Section 7.0(b) as unauthorized commercial uses. The applicant's attempt to introduce massive commercial footprints and infrastructure across the farm to service thousands of non-educational festival guests undermines the protective purpose of the easement. The City of Goleta cannot legally grant a Conditional Use Permit that expands commercial uses beyond the binding terms of a permanent, recorded conservation deed.

2. **Severe Acoustic Disruptions & False Equivalence:** The baseline acoustic environment along the adjacent residential property lines is exceptionally quiet. The Master CUP application explicitly proposes a cumulative, year-round schedule of ongoing workshops, regular programs, multiple annual open houses, and a large-scale commercial festival drawing up to 1,500 people. The applicant's own acoustic studies definitively prove these events will create significant impacts that require physical mitigation. The original Acoustics Analysis (August 2021) officially admits that amplified events will *"exceed the existing (hourly) ambient levels at property lines and nearby residences a significant amount (i.e., more than 2-3dB),"* and explicitly concludes that the Farm must utilize *"mitigating noise barrier walls"*. The 2024 report continues to require physical mitigation for any daytime event within 150 feet of a property line, and for all evening events. Relying on temporary walls of hay and uncalibrated self-enforcement via cell phone apps to mitigate prohibited noise levels from commercial festivals directly adjacent to single-family homes is legally indefensible and strictly disqualifies the project from any Categorical Exemption. Furthermore, any attempt by the applicant or City staff to justify these high-volume public events by drawing comparisons to other historic sites in Goleta—such as the Stow House and Rancho La Patera—constitutes a false land-use

equivalence. Residential areas are situated immediately adjacent to Fairview Gardens, with active commercial event areas proposed directly up against shared backyard fences. In stark contrast, the Stow House facility is heavily insulated from residential neighborhoods by the extensive open-space and environmental buffer of the Lake Los Carneros parkland system. What may be appropriate for an insulated regional park is completely incompatible with an active agricultural property directly embedded within a quiet, single-family residential zone

3. **Illegal Use of Commercial Noise Exceptions:** While the Goleta Municipal Code allows certain commercial uses to seek exceptions or variances to standard noise limitations, granting such an exception to Fairview Gardens is entirely inappropriate and legally vulnerable. The subject parcel is zoned Agriculture, not Commercial, and it is entirely surrounded by single-family homes—which the Goleta General Plan explicitly designates as sensitive noise receptors. A commercial noise exception cannot be shoehorned into an agricultural zone to the direct detriment of adjacent sensitive receptors. To maintain the existing quiet character of the neighborhood, we formally demand that the CUP strictly prohibit any amplified sound (both music and voice) during all events and business operations. Furthermore, the massive commercial festivals must be drastically scaled back to align with the agricultural zoning, limited exclusively to low-impact, unamplified events that strictly comply with the educational restrictions of the conservation easement, such as agricultural workshops, school field trips, and agronomy seminars.

4. **Traffic, Congestion, and Commercial Deliveries:** The project's traffic and pedestrian safety plan illegally relies on active mitigation measures. The site provides only 46 onsite parking spaces. To accommodate the 512 parking spaces required for their 1,500-guest commercial festivals, the applicant's November 2025 Updated Traffic Management Plan admits they must commandeer hundreds of off-site parking spaces spread across five external lots, and explicitly requires deploying a CHP officer at Stow Canyon Road and Fairview Avenue to actively manage pedestrian crossings mid-block. A project that requires a CHP officer to safely herd hundreds of pedestrians across a major arterial road cannot legally be classified as having "no significant effect" on traffic or safety, explicitly invalidating the use of the Class 32 Exemption. Furthermore, the project provides only 8 parking spaces for a 16-bedroom staff housing complex (a 1-to-2 ratio). It is completely unreasonable to expect the occupants of 8 separate, two-bedroom units to collectively own only 8 vehicles. This severe parking deficit will inevitably force resident overflow parking onto adjacent neighborhood streets. Additionally, the CUP proposes a new 2,500 square-foot farm stand, indicating an intent to import external commercial goods. Historically, commercial deliveries to the farm stand have created severe traffic and safety hazards. Specifically, daytime semi-truck deliveries have repeatedly blocked the line of sight for westbound drivers attempting to turn onto Fairview Avenue from Stow Canyon Road. A massive retail operation threatens to dramatically increase the frequency of these industrial deliveries that create a blind-corner, further degrading traffic safety at an already congested intersection.

IV. The Need for an Environmental Impact Report

The City's attempt to use a CEQA Class 32 "In-Fill" Categorical Exemption (or any other Exemption) to bypass environmental review for this massive commercial expansion is legally invalid on multiple fronts:

1. **Illegal Reliance on Active Mitigation:** Under CEQA law, an exemption can only be applied to a project that inherently generates no significant environmental impacts. A lead agency cannot grant an exemption if the project relies on active mitigation measures to reduce its impacts to a less-than-significant level. This project illegally relies on a CHP officer for traffic safety and temporary hay walls for noise attenuation.

2. **Destruction of Protected Habitat & Biological Mitigation:** The site's mature trees serve as an established habitat for local owls, which are birds of prey protected under the California Fish and Game Code (§3503.5) and the federal Migratory Bird Treaty Act **(See Attachment F)**. The applicant's Arborist Report (Duke McPherson, December 2024) officially admits that construction activity will impact protected Coast Live Oaks, stating that native oak roots will be "exposed and damaged during any construction activity". To compensate for this damage, the applicant's arborist explicitly prescribes biological "mitigation" via the planting of four replacement oaks, alongside mandatory tree protection measures. Under CEQA law, a Categorical Exemption cannot be granted if a project results in the destruction of protected habitat or relies on mitigation measures to reduce its environmental impacts, thereby rendering the exemption legally void.

3. **Piecemealing the Scope of Operations:** State law limits the Class 32 exemption to a site of no more than five acres. It is an undisputed fact that the Fairview Gardens parcel is 12.23 acres. The applicant's attempt to artificially gerrymander a 3.41-acre "development footprint" is a blatant violation of CEQA's prohibition against "piecemealing." While the City may attempt to rely on case law such as *Protect Tustin Ranch v. City of Tustin* to justify this gerrymandering, that precedent provides absolutely no legal cover here. In *Tustin*, the court allowed a smaller footprint to be classified as the "project site" solely because the project in question (a Costco gas station) was entirely physically and operationally confined to a discrete, leased pad. By stark contrast, the City's own Draft Notice of Exemption explicitly defines the Fairview Gardens "Project" as a Conditional Use Permit to *"formalize historic activities and operational uses"* across the farm. Furthermore, the applicant's own Traffic Management Plan (November 2025) explicitly categorizes *"farm operations"* as one of the four main operations requested under this CUP. These authorized uses—including commercial crop cultivation, tractor operations, 1,500-guest commercial festivals, and harvest dinners—are inherently farm-wide activities that physically utilize the agricultural fields, not just the building envelopes. In addition, the 3.41-acre footprint is explicitly designated as the "Agricultural Support Area". By legal definition, these structures exist to serve and support the operations occurring on the remaining 8.8 acres of the parcel. Severing the "support" buildings from the 12.23-acre farm they serve in order to artificially shrink the "project site" below 5 acres is illegal under CEQA, definitively invalidating the Class 32 Exemption.

4. **Failure to Meet Mandatory Prerequisites & Exceptions:** As thoroughly documented above, this project fails multiple absolute requirements for the Class 32 Exemption, including consistency with the General Plan (Scale and Bulk policies), the presence of adequate permanent utilities, and the triggering of the CEQA Historical Resource Exception.

Conclusion

This massive commercial expansion introduces severe unmitigated nuisances, triggers the CEQA Historical Exception (legally voiding the Exemption), and ignores the City's own precedent regarding neighborhood compatibility. We respectfully demand that the Planning Commission:

- **First**, require the applicant to relocate the housing near the farmhouse consistent with the 2008 resolution and the centralized development approval;
- **Second**, require the applicant to scale back the oversized commercial structures as needed to support the centralized development plan;
- **Third**, limit the applicant's permitted operations exclusively to activities that are strictly consistent with the educational and agricultural uses allowed by the recorded 1997 Conservation Easement, with a strict prohibition on all amplified sound; and
- **Fourth**, reject the Categorical Exemption and require a full Environmental Impact Report.

As the administrative record for Case No. 25-0001-CUP is still active, we formally reserve the right to review, analyze, and submit additional comments on any future technical reports, addendums, or project revisions submitted by the applicant or prepared by the City prior to any final project determination. Furthermore, we hereby join in and incorporate by reference all objections, evidence, and arguments submitted by other residents, experts, or organizations opposing this project and its CEQA Exemption.

Finally, pursuant to Public Resources Code Section 21092.2 and Government Code Section 65092, we hereby formally request written mailed notice of any and all future hearings, decisions, environmental determinations (including the filing of any Notice of Exemption or Notice of Determination), or actions related to Case No. 25-0001-CUP. Please mail all such notices to our residential address on record.

Sincerely,



06/29/2026

Larry Cobb
Linda Cobb
5843 Via Fiori, Goleta, CA

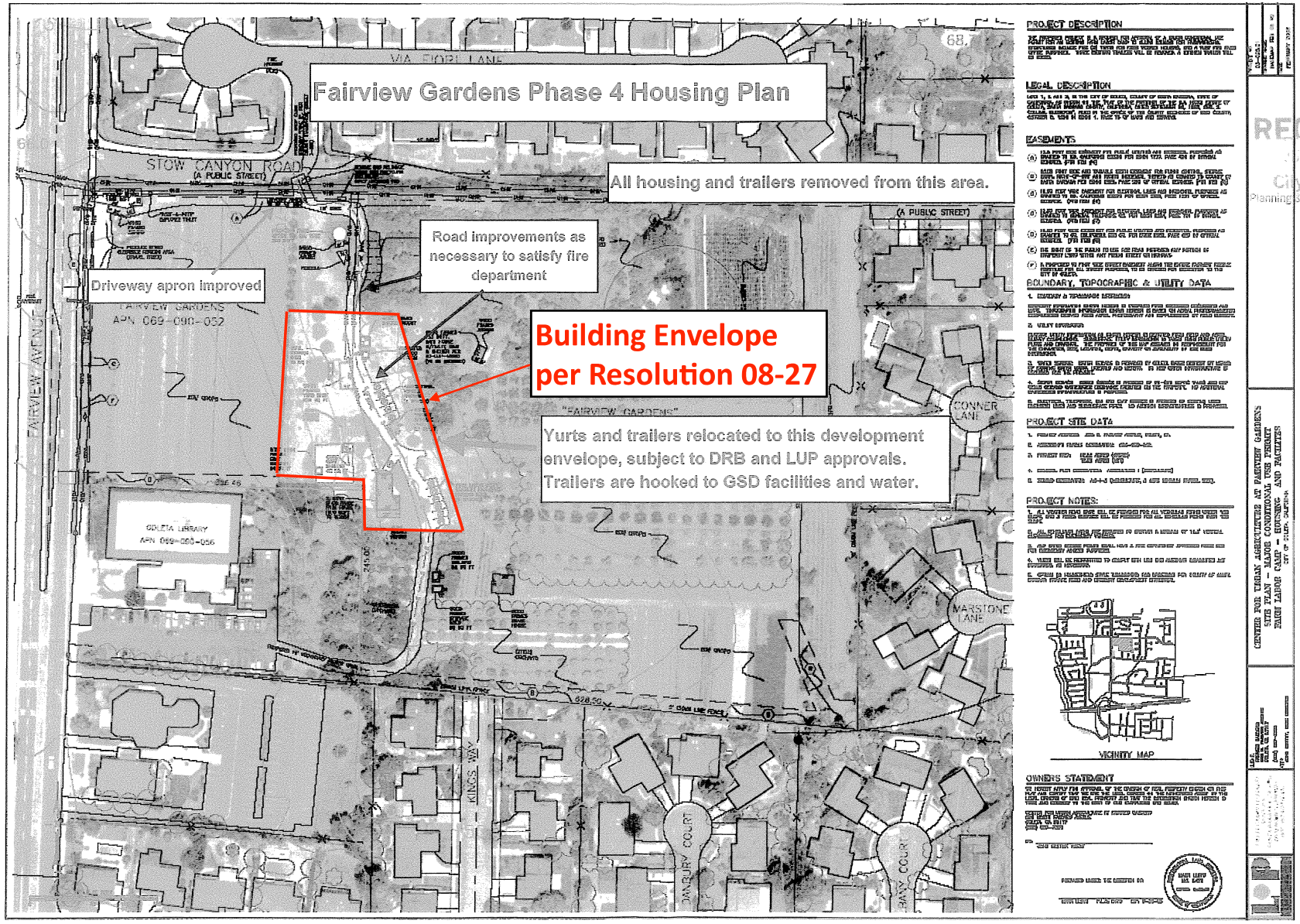
Attachments:

- **Attachment A:** Phase 4 & 5 site plans per 08-111-CUP marked up
- **Attachment B:** July 1, 2009 City Progress Report (Allen Associates)
- **Attachment C:** Land Trust December 2024 Letter
- **Attachment D:** Resolution No. 08-27 Fairview Gardens Farm Labor Camp CUP approved Marked Up 7-1-2008
- **Attachment E:** 1997 Deed of Agricultural Conservation Easement
- **Attachment F:** Photographic Evidence of Protected Owl Habitat
- **Attachment G:** Google-Maps Satellite Overlay with Conservation Easement Agricultural Support Area Boundaries

cc: Meredith Hendricks, Executive Director, The Land Trust for Santa Barbara County

cc: Board of Trustees, The Land Trust for Santa Barbara County

Attachment A



RECEIVED
JUN 19 2008
City of Goleta
Planning & Environmental S

OFFICIALLY ACCEPTED, JULY 1, 2008, CITY COUNCIL #1

OFFICIALLY ACCEPTED, JULY 1, 2008, CITY COUNCIL #1

RECEIVED
JUL 1, 2008
City of Goleta
Planning & Environmental S

Fairview Gardens Phase 5 Housing Plan

Building Envelope per Resolution 08-27

Yurts replaced with permanent housing for up to five workers and their families. Each house to have kitchen and restroom facilities.

Attachment B

Allen
ASSOCIATES

July 1, 2009
Scott Kolwitz, Senior Planner
City of Goleta- Community Development Department
130 Cremona Drive
Goleta, CA 93117

RECEIVED
JUL 0 1 2009
City of Goleta
Planning & Environmental Svcs.

Re: Fairview Gardens June Progress Report

Dear Scott:

The following is our June progress report for the Fairview Gardens Farm Labor Camp CUP.

We received the Local Agency Formation Commission (LAFCo) final approval (LAFCo Resolution 08-07 on November 6, 2008) and recording from LAFCo into the Goleta Sanitary District (GSD) on June 30, 2009 pending final revisions by Penfield/Smith.

The Kitchen and Bath Trailers are connected to all required utilities. The original farmhouse has also been tied-in to the GSD sewer system and the historical, previously existing septic tank has been drained, demolished, backfilled and compacted.

All other aspects of Phase 4 have been met; worker housing, shower and kitchen trailers have been relocated to the approved pad site. City inspections have been completed along the way to the satisfaction of City Building inspector.

Preliminary plans for the refuse enclosure have been reviewed by Planning & Environmental Services. The plans are to be reviewed by both Community Services and the Design Review Board prior to commencement of work on the relocation. It remains the intention of Fairview gardens to have the trash enclosure relocated as soon as possible despite the fact that this is not a requirement until completion of phase five in 2013.

The Comprehensive Business Plan (CBP) has been submitted to and accepted by the City of Goleta.

Detailed progress reports on development follow on a phase-by-phase basis:

Phase 4
See above overall summary; Phase 4 has been completed prior to the deadline of July 1, 2009. City planner Scott Kolwitz has toured the project and has provided his approval.

Phase 5
Architect Dennis Thompson created a design concept for the Phase 5 permanent housing project. This was submitted to DRB on January 27, 2009 and received Conceptual Review. The project is off the DRB's calendar for the next one to two years, until such time that the Fairview Gardens has raised enough funds to move Phase 5 forward within a reasonable timeline.

Monthly Fundraising Accomplishments

Private Donations (Secured): $1325

Monthly Funds Raised: $1325

Total Fundraising Accomplishments
* since C.U.P. issuance (7/1/08)

Private Donations (Secured): $ 78,896
Private Donations (Pledged): $50,000

*Total Funds Raised to Date: $361,896

In-Kind Contributions

- Suzanne Elledge Planning and Permitting Services (Planning Services)
- Thompson Naylor Architects (Architectural Services, Discounted Rate)
- Victor Schumacher (Architectural Services)
- Allen Associates (Project Management, Potential Builders, Discounted Rate)
- Penfield and Smith (Survey and Engineering Services)
- Wilson Environmental Landscape Design (Landscape Design)
- Phillip Seymour (Legal Counsel)
- Dennis Elledge (Building Contractor / Project Management)
- Matt Dobberteen (Planning Fees)
- Marborg Industries (Waste Management, Discounted Service)
- Hayward Lumber (Materials Donation/Discount)
- Harriet Eckstein (Graphic Design)

As always, the farm board and management are meeting regularly to work on strategizing and fundraising for the remaining phases. Please feel free to contact Adrianne or me with any questions.

Thank you,
Jon Heffner
Allen Associates
805 450 8077
jheffner@dallenassoc.com

Attachment C

The Land Trust
For Santa Barbara County

December 10, 2024

The Center for Urban Agriculture at Fairview Gardens
c/o Heidi Meraki, Meraki Land Use Consulting
598 N. Fairview Rd.
Goleta, CA 93117

Dear Heidi and all,

Thank you for submitting detailed plans and supporting materials, dated 8/26/2024, for the revitalization project at Fairview Gardens. We have reviewed the plans and find them to be consistent with the conservation easement that we hold (recorded 11/20/1996).

These plans include applying for a Conditional Use Permit (CUP) that reconciles past incomplete CUPs and allows for the farm's operations, educational programs, events, and physical developments to serve the mission of the farm. These developments modify the layout of the agricultural support areas and include 13,690 square feet of structures, including a new multi-functional service barn, restorations to the existing farmhouse, improvements to the existing roadside retail store (farm stand), new staff housing, a new restroom, a new educational facility, a propagation house, and small office and storage structures, among other incidental improvements to support these uses. Some of these will replace existing structures and those currently existing structures will be removed, as described further in the plans.

Section 5.2 of the conservation easement requires that the agricultural support areas occupy no more than 12% of the total property, or 1.47 acres of the total 12.23-acre property. As currently proposed, the agricultural support areas total 1.41 acres, or 11.5%. The proposed CUP also shows the remaining 88.5% of the property being devoted to active agricultural production, consistent with the easement.

Farm roads are not considered part of the agricultural support areas in these development plans, and we agree with this interpretation based on Section 6(c) of the easement. Additionally, agricultural support areas may be reconfigured from time to time and do not need to be contiguous. As per Section 5.2, we believe that the proposed adjustment of the agricultural support areas will not adversely affect the agricultural productivity of the property. On the contrary, the planned revitalization of Fairview Gardens will likely increase the property's productivity and have benefits for sound agricultural management. However, as stated in Section 5.2, we will require updated maps and aerial photographs, when finalized, to memorialize the new configuration of agricultural support areas via an amended Baseline Report, Current Conditions Report, or other means.

We wish you the best of luck as you move through the planning process. Please let us know if your plans change during this process or you have additional questions.

Sincerely,



Alison Petro
Land Stewardship Director

Attachment D

RESOLUTION NO. 08-27

A RESOLUTION OF THE CITY OF GOLETA, CALIFORNIA, APPROVING FAIRVIEW GARDENS FARM LABOR CAMP CASE NUMBER 08-111-CUP (MAJOR); 598 NORTH FAIRVIEW AVENUE; APN 069-090-052

WHEREAS, an application was submitted on October 17, 2003, by Fairview Gardens requesting approval of a Major Conditional Use Permit for a Farm Labor Camp pursuant to Sections 35-216 and 35-315, Article III, Chapter 35, of the Goleta Municipal Code ; and

WHEREAS, the application was found complete for processing on April 27, 2004; and

WHEREAS, the procedures for processing the project application have been followed as required by state and local laws; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on the project application August 13, 2007, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission directed staff to take the item off calendar to provide for an opportunity for staff and the applicant to work further on the application and to reschedule a public hearing; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on the revised project application February 11, 2008, at which time all interested persons were given an opportunity to be heard and the Planning Commission subsequently recommended that the City Council approve the requested Conditional Use Permit; and

WHEREAS, the City Council conducted a meeting on the revised project application May 6, 2008, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council conducted a duly noticed public hearing on the revised project application June 3, 2008, and July 1, 2008, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council has considered the entire administrative record, including application materials, staff reports, as well as oral and written testimony from interested persons; and

WHEREAS, the City Council found that approval of the revised application for a farm labor camp would be consistent with the required findings for a Major Conditional Use Permit; and

WHEREAS, the procedures for processing the project application have been followed as required by state and local laws; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Goleta hereby finds and determines as follows:

SECTION 1. Acceptance of the CEQA Exemption

The City Council hereby accepts the CEQA Notice of Exemption for Case No. 08-111-CUP (Major) (15193; Agricultural Housing Exemption).

SECTION 2. Adoption of Findings

The City Council hereby adopts the findings set forth in Exhibit 1 to this Resolution.

SECTION 3. Approval of the Major Conditional Use Permit for the Farm Labor Camp

The City Council hereby approves the Major Conditional Use Permit for a Farm Labor Camp application with a City Council Hearing Exhibit #1 stamp of July 1, 2008, subject to the conditions of approval specified in Exhibit 2 of this resolution.

SECTION 4. Documents

The documents and other materials which constitute the record of proceedings upon which this decision is based are in the custody of the City Clerk, City of Goleta, 130 Cremona Drive, Suite B, Goleta, California, 93117.

SECTION 5.

The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 1st day of July, 2008.

MICHAEL BENNETT, MAYOR

ATTEST:

DEBORAH CONSTANTINO
CITY CLERK

APPROVED AS TO FORM:

BRIAN A. PIERIK
CITY ATTORNEY



STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF GOLETA)

I, DEBORAH CONSTANTINO, City Clerk of the City of Goleta, California, DO HEREBY CERTIFY that the foregoing City Council Resolution No. 08-27 was duly adopted by the City Council of the City of Goleta at a regular meeting held on the 1st day of July, 2008, by the following vote of the Council members:

AYES: MAYOR BENNETT, MAYOR PRO TEMPORE ACEVES, COUNCILMEMBERS BLOIS, ONNEN, AND WALLIS

NOES: NONE

ABSENT: NONE

(SEAL)

Deborah Constantino

DEBORAH CONSTANTINO
CITY CLERK



EXHIBIT 1
FINDINGS
FAIRVIEW GARDENS FARM LABOR CAMP
CASE NUMBER 08-111-CUP (MAJOR)
598 NORTH FAIRVIEW AVENUE; APN 069-090-052

1.0 CEQA Findings

CEQA Guidelines Section 15193 (Agricultural Housing Exemption) applies to the farm labor camp as agricultural housing is proposed in incorporated city limits located adjacent to developed lands.

Administrative Findings

Pursuant to City of Goleta Municipal Code, Article III, Section 35-315.8, a Conditional Use Permit shall be approved only if all of the following findings can be made:

2.1 *That the site for the project is adequate in size, shape, location, and physical characteristics to accommodate the type of use and level of density and intensity of development proposed.*

The subject property consists of 12.29 net acres (12.52 gross acres) and includes agricultural operations, an existing farmhouse, a produce stand, and a bathhouse/restroom. Existing vehicular ingress and egress is provided by 16-foot gravel driveways off of North Fairview Avenue at the location of the existing produce stand, from Stow Canyon Road, and through the City's adjacent library parking lot. There are a total of 14 designated parking spaces on the property.

The farm labor camp would stay in its current location for a period of 12 months or less from City Council approval. The applicant then proposes a phased relocation of the existing unpermitted five (5) unit farm labor camp from the avocado orchard to a location along the existing 16-foot (to be upgraded to 20-foot) wide driveway between the farmhouse and the accessory yurt. At or before 12 months from City Council approval, the farm labor camp would be relocated to a development envelope near the farmhouse; the structures may be temporary or permanent but would have received Design Review Board review and would meet code requirements. Within 5 years from City Council approval, any and all temporary structures related to the farm labor camp are to be removed and replaced with permanent structures.

Exact locations of the structures have not been provided, but general development envelopes have been indicated on the revised site plans. The existing three trailers would be removed. Throughout the various phases, the units may be the existing yurts (relocated from the previous farm labor camp location), new yurts, modular, stick-built, relocated homes or other City-approved permanent housing.

Vehicular access to the farm labor camp is proposed via the existing driveway in the center of the parcel. This existing driveway connects the property to Stow Canyon Road and the City of Goleta Library parking lot.

The following modification is granted:

- A modification from the required 50 parking spaces to 19 parking spaces (Section 35-256, 35-258, and 35-261).

The farm labor camp would be served by the Goleta Water District. A concurrent application for annexation of the property to the Goleta Sanitary District has also been filed in order to construct permanent sewer connections. The farm labor camp would contain kitchen and bathing facilities within the units that were connected to the Goleta Sanitary District. The sewer laterals would be installed along the internal driveway and would connect to existing mains within Stow Canyon Road/Via Fiori and/or Kings Way.

The applicant proposes to retain the bathhouse/restroom as a demonstration facility, but not as part of the farm labor camp. The applicant has also submitted a draft "Composting Toilet and Gray Water System Maintenance and Conditions of Use Agreement".

Two Marborg port-a-potties have been obtained and placed onsite. The first port-a-potty is in the 'lower neighborhood' and the second ADA accessible port-a-potty is positioned on the ridge next to the farmhouse/trailer. Both have interior wash stations.

The application includes the continued use of the existing accessory yurt and the addition of one more accessory yurt.

The revised application includes the dedication of a 10-foot wide easement for street frontage improvements along Fairview Avenue. The City would be responsible for improvements, which may include expanding Fairview Avenue to 4-lanes, curb, gutter and sidewalk. An additional 12.5-foot wide access easement (for pedestrians/bicyclists) connecting Stow Canyon Road on the eastern and western boundaries of the property is also proposed for dedication.

The revised proposal would be subject to the following conditions:

- 30 days: correct electrical service to the farm labor camp
- 60 days: remove the existing kitchen trailer and related grey water system
- 60 days: install new portable restroom/shower and kitchen facilities
- 60 days: implement bathhouse/restroom maintenance agreement
- 60 days: appear before the Design Review Board
- 9 months: complete annexation to Goleta Sanitary District
- 9 months: Operations/Compliance Hearing
- 12 months: existing farm labor camp and port-a-potties removed

- 12 months: sewer line construction completed
- 12 months: access/parking improvements completed
- 12 months: farm labor camp relocation accomplished
- 12 months: relocation of farm labor camp residents to off-site housing if conditions cannot be met; no re-instatement of farm labor camp until Major CUP and CUP conditions are revised, if necessary
- 2 years: Operations/Compliance Hearing
- 5 years: permanent housing with restroom/kitchen facilities occupied
- 5 years: relocated trash/storage area
- 5 years: remove temporary restroom/shower and kitchen facilities

The project site is large enough to accommodate the existing and proposed development and uses with minimal environmental impacts and site disturbance. The rectilinear shape of the parcel allows the uses to be spread out to maximize the agricultural production capacity and restoration of the land while providing living quarters for farm employees.

2.2 *That significant environmental impacts are mitigated to the maximum extent feasible.*

This proposed farm labor camp may be found exempt from environmental review pursuant to CEQA Guidelines Section 15193 (Agricultural Housing Exemption), which applies when agricultural housing is proposed in incorporated city limits located adjacent to developed lands.

The farm labor camp includes five units as well as bathroom and kitchen facilities. The proposed project consists of the abatement of existing environmental and nuisance impacts. The farm labor camp would occur within areas of the property that have been previously disturbed and that do not include any biological resources as there is no on-site habitat of significant biological value. Additional vehicle trips associated with the farm labor camp would be negligible. Adequate public services would be provided by the Goleta Water District and the Goleta Sanitary District. The proposed project is considered a minor expansion of the existing use.

2.3 *That streets and highways are adequate and properly designed.*

Public streets in the vicinity include Fairview Avenue and Stow Canyon Road. Vehicular access to the farm labor camp would be proposed via a 20-foot wide driveway in the center of the parcel that would include a 13.5-foot vertical clearance for emergency vehicles and buses consistent with the Fire Department's letter of January 30, 2008.

2.4 *That there are adequate public services, including but not limited to, fire protection, water supply, sewage disposal, and police protection to serve the project.*

Adequate public services are available to the subject property. These include the Santa Barbara County Fire Department, Goleta Water District, Southern California Edison Electric, and City of Goleta Police Department. A concurrent application for annexation of the property to the Goleta Sanitary District has also been filed in order to construct permanent sewer connections. New laterals would be connected to existing mains in Stow Canyon Road/Via Fiori and/or Kings Way.

2.5 *That the project will not be detrimental to the health, safety, comfort, convenience, and general welfare of the neighborhood and will not be incompatible with the surrounding areas.*

The farm labor camp application has been revised to abate existing environmental and nuisance impacts. The major revisions include the phased removal of the existing unpermitted farm labor camp, removal of existing unpermitted trailer gray water outlets, and phased relocation of the farm labor camp to a more central location on the property. The revised farm labor camp application has further been conditioned (as described above in Section 2.1) to comply with a strict 30-day, 60-day, 9-month, 12-month, and 5-year timetable.

Therefore as revised and as further conditioned, the proposed farm labor camp would not be detrimental to the health, safety, comfort, convenience and general welfare of the neighborhood and would be compatible with the surrounding area.

2.6 *That the project is in conformance with the applicable provisions and policies of this Article and the General Plan.*

The proposed farm labor camp was reviewed against applicable General Plan/Coastal Land Use Plan policies. These included policies regarding adequate infrastructure and services, stormwater management, enforcement of building codes, and housing. The project was found consistent with all applicable policies as described in the analysis in the staff report and attachments for the July 1, 2008, City Council public hearing.

2.7 *That in designated rural areas the use is compatible with and subordinate to the scenic and rural character of the area.*

Not applicable; the project is not in a designated rural area.

EXHIBIT 2
CONDITIONS OF APPROVAL
FAIRVIEW GARDENS FARM LABOR CAMP
CASE NO. 08-111-CUP (MAJOR)
598 NORTH FAIRVIEW AVENUE (APN 069-090-052)

1. AUTHORIZATION

Subject to the conditions set forth below, this permit authorizes implementation of Case No. 03-159-CUP, marked "Officially Accepted, July 1, 2008, City Council Exhibit #1". Any deviations from the project description in the staff report, exhibits or conditions must be reviewed and approved by the City of Goleta for conformity with this approval. Deviations may require changes to the permit to be approved and/or further environmental review. Deviations without the above-described approval will constitute a violation of the permit approval.

2. APPROVED DEVELOPMENT/USES

The Fairview Gardens proposed farm labor camp includes a program to move the existing farm labor camp from its present location near the onsite avocado orchard to a development envelope along the existing driveway near the farmhouse. The program includes work tasks described in phases.

Exact locations of the structures have not been provided, but general development envelopes have been indicated on the revised site plans. The existing three trailers would be removed. Throughout the various phases, the units may be the existing yurts (relocated from the previous farm labor camp location), new yurts, modular, stick-built, relocated homes or other City-approved permanent housing.

The applicant proposes to retain the bathhouse/restroom as a demonstration facility, but not as part of the farm labor camp. The applicant has also submitted a draft "Composting Toilet and Gray Water System Maintenance and Conditions of Use Agreement".

Two Marborg port-a-potties have been obtained and placed onsite. The first port-a-potty is in the 'lower neighborhood' and the second ADA accessible port-a-potty is positioned on the ridge next to the farmhouse/trailer. Both have interior wash stations. Additional kitchen and bathing facilities would be provided within the farm labor camp.

Vehicular access to the farm labor camp is proposed via the existing 16-foot (to be upgraded to 20-foot) wide driveway in the center of the parcel that would retain a 13.5-foot vertical clearance for emergency vehicles and buses. This existing driveway connects the property to Stow Canyon Road and the City of Goleta Library parking lot.

The following modification is granted:

- A modification from the required 50 parking spaces to 19 parking spaces (Section 35-256, 35-258, and 35-261).

The farm labor camp would be served by the Goleta Water District. A concurrent application for annexation of the property to the Goleta Sanitary District has also been filed in order to construct permanent sewer connections. The farm labor camp would contain kitchen and bathing facilities within the units that were connected to the Goleta Sanitary District. The sewer laterals would be installed along the internal driveway and would connect to existing mains within Stow Canyon Road/Via Fiori and/or Kings Way.

The revised application includes the dedication of a 10-foot wide easement for street frontage improvements along Fairview Avenue. The City would be responsible for improvements, which may include expanding Fairview Avenue to 4-lanes, curb, gutter and sidewalk. An additional 12.5-foot wide access easement (for pedestrians/bicyclists) connecting Stow Canyon Road on the eastern and western boundaries of the property is also proposed for dedication.

Work efforts associated with all phases would begin concurrently and phases have defined milestones that must be accomplished within specific completion dates as follows:

Phase 1 - Within 30-days of Council approval:

- Commence Annexation to the Goleta Sanitary District.
- Schedule the project for the Design Review Board. Expedite the Phase 4 and Phase 5 review as much as possible.
- Correct the electrical service to the existing units including, but not limited to, the following items:
    - the bathhouse/restroom facility needs a weatherproof box;
    - the farmhouse main panel needs to be labeled and a cold water bond conductor installed; and
    - initiate contact Southern California Edison on a complete upgrade of the electrical service to the farm.
- Re-file applications for produce stand and special events.
- Begin development of a long-term business plan.
- Provide first monthly report to City staff regarding project fund raising/costs, progress on each phase, and a summary of relevant actions at each Fairview Gardens' Board of Director meeting that are germane to this permit. Monthly reports are to continue until the project has been fully implemented. Upon receipt of monthly reports, City staff shall schedule and conduct a site inspection in order to facilitate continued progress on accomplishing milestones.

Phase 2 - Within 60 days of Council approval:

- Site plan analysis by the Design Review Board relative to the location of Phases 4 and 5.
- Remove existing kitchen trailer and related gray water system, terminating all discharges at existing farm labor camp site.
- Install City approved mobile kitchen, restroom and shower units including storage tanks for water and wastewater within a centralized area within the farm labor camp. Said units will be regularly serviced by Marborg or other provider.

Phase 3 - Within 9-months of Council approval:

- Complete annexation to the Goleta Sanitary District and commence construction of sewer connection.
- Conduct a Compliance Hearing by the Planning Commission regarding permit compliance and the status of fundraising for future housing.

Phase 4 - Within 12 months of Council approval:

- Terminate use of existing farm labor camp site and remove all structures; relocate occupants to temporary or permanent residential units in approved building envelope.
    - Temporary units would consist of up to five (5) yurts[1] meeting code requirements and Design Review Board review for precise location and landscaping, with an option to substitute mobile homes. Cooking and sanitary facilities would consist of a mobile kitchen, restroom, and shower units and/or individual built-in kitchens and bathrooms, all connected to the Goleta Sanitary District system.
    - Permanent housing would consist of up to five (5) modular, stick-built, relocated houses or other City-approved permanent housing as approved by the Design Review Board.
- Construct access improvements as required by the Fire Department.
- Provide additional on-site parking.
- Construct the sewer line.
- Submit the final business plan to the City.

Phase 5 - Within 5 years of Council approval:

- Final permitting and construction of permanent housing. Permanent housing would consist of modular, stick-built, relocated homes or other permanent

[1] The Farm has selected yurts as the primary option based on their affordability and also because they are readily available and easily constructed. Some of the other options that the Farm has considered for an interim solution, while appealing, do not come with the certainty of availability in the timeframe that the Farm is committing to with the proposed plan.

housing, as approved by the Design Board Review, for up to five (5) units of farm worker housing.

- The farm labor camp would include restroom and kitchen facilities within each of the housing units fully connected to public water and sewer line systems.
- Remove and replace all interim housing units with permanent housing. Use of kitchen and restroom/shower trailers (if any) is discontinued.
- Retain the bathhouse/restroom as a demonstration facility.
- Fully implement business plan.
- Expedite completion of Phase 5 as much as possible.

3. **IMPLEMENT BATHHOUSE/RESTROOM MAINTENANCE AGREEMENT:** The applicant shall record the final Maintenance Agreement prior to issuance of Land Use Permit #1. Implementation of the bathhouse/restroom Maintenance Agreement and installation of required vent for the leach field system are required within 60-days of approval of the Major CUP for the farm labor camp.

4. **CESSATION OF BATHHOUSE/RESTROOM USE AS PRIMARY USE:** Farm labor camp residents are to cease use of the showers/restrooms located at the bathhouse/restroom as primary facilities within 60-days of Council approval.

5. **CITY DEPARTMENT AND/OR DISTRICT CLEARANCES:** Written clearance from all City of Goleta Departments and/or Districts listed below shall be obtained prior to issuance of a Land Use Permit. Such clearance shall indicate that the applicant has satisfied all applicable conditions.
   a) Fire Department letter of January 30, 2008.
   b) Community Services letter of February 5, 2008.
   c) Air Pollution Control District letter of January 23, 2008.

6. **GOLETA WATER DISTRICT SERVICE:** The applicant shall submit an Application for Water Service to the Goleta Water District and a Can and Will Serve Letter or other proof of service to the City of Goleta prior to issuance of a Land Use Permit #2.

7. **BATHROOM AND KITCHEN FACILITIES/GOLETA SANITARY DISTRICT:** Proof of annexation to the Goleta Water District and evidence of connection permits shall be provided within 9 months. Final plans for farm labor camp units, restroom/shower, and kitchen facilities shall be reviewed and approved by Planning and Environmental Services. Follow-up Land Use and Building Permit(s) shall be required within 12-months for Phase 4 structures and within 5-years for Phase 5 structures.

8. **OFF-SITE RELOCATION OF FLC RESIDENTS, IF NECESSARY:** The farm labor camp residents shall be relocated to off-site housing if the conditions for Phase 4 cannot be met within 12 months. City staff shall enforce this condition. No re-instatement of the Major CUP shall be allowed until CUP conditions are revised, if necessary.

9. **DESIGN REVIEW BOARD PERMIT REQUIRED:** Phase 4 and Phase 5 units shall be subject to Preliminary and Final approval by the Design Review Board.

10. **LONG-TERM IMPROVEMENT STRATEGY:** When the units are to be replaced they are to be replaced with a permanent housing type acceptable to the City, such as, modular, stick built, relocated homes or other City-approved permanent housing as a long-term/replacement goal. Housing is not to revert to a less permanent structure type.

11. **FINAL INSTALLATION:** All temporary components of the farm labor camp shall be removed and replaced with Phase 5 units within 5 years. Final plans for the units shall be progress through the Design Review Board, Land Use Permit, and Building Permit(s) processes within 5 years. The City shall ensure compliance via the land use permit, permit compliance, and/or compliance hearing processes.

12. **MONTHLY STATUS REPORTS:** The applicant shall provide monthly reports to City staff regarding project fund raising/costs, progress on each item for each phase, and a summary of actions at each Fairview Gardens' Board of Director meeting as it is germane to this permit. Monthly reports are to continue until the project has been fully implemented.

13. **BUSINESS PLAN:** The applicant shall prepare and implement a business Plan. The plan shall address financial sustainability and long-term goals of the Fairview Gardens.

14. **PROOF OF FULL-TIME FARM LABORERS:** The applicant shall provide proof of the full-time nature of the farm laborers to the City of Goleta on an annual basis, prior to issuance of Land Use Permit #1 and thereafter by February of each year. Proof may include, but is not limited to, copies of a W-2 prepared for the full-time farm laborer in each of the units.

15. **CURB CUT ENCROACHMENT PERMIT APPLICATION:** The applicant shall submit an Encroachment Permit application for vehicular ingress and egress from Stow Canyon Road prior to issuance of Land Use Permit #1. No construction is permitted until an Encroachment Permit has been issued. All construction is to be constructed to City standards by the applicant.

16. **RELOCATE TRASH/STORAGE AREA:** The applicant shall identify a trash/storage area on-site, and the area shall be designed to be consistent with Best Management Practices. At a minimum, the trash/storage area shall include a cover and be located on a curbed impermeable surface designed to prevent stormwater contamination by loose trash and debris. All structural Best Management Practices stormwater management facilities shall be inspected, cleaned and repaired when necessary. The plan for the trash/storage area shall

be reviewed and approved by Planning and Environmental Services prior to issuance of Land Use Permit #2.

17. **DRAFT EASEMENT LANGUAGE TO BE SUBMITTED:** The applicant shall submit draft easement language for the proposed 10-foot wide street frontage improvements along North Fairview Avenue, the proposed 12.5-foot wide pedestrians and bicyclists access easement along the northern property boundary, and the proposed access easement for vehicular ingress and egress through the City of Goleta library parking lot prior to issuance of Land Use Permit #1.

18. **RECORDATION OF EASEMENTS:** The applicant shall record easement language for the proposed 10-foot wide street frontage improvements along North Fairview Avenue, the proposed 12.5-foot wide pedestrians and bicyclists access easement along the northern property boundary, and the proposed access easement through the City of Goleta library parking lot within prior to issuance of Land Use Permit #2.

19. **CLEARANCE OF STRUCTURAL DEVELOPMENT WITHIN EASEMENTS:** The applicant shall clear all structural development found within the 10-foot wide easement to be dedicated to the City for street frontage improvements along North Fairview Avenue and within the 12.5-foot wide access easement to be dedicated to the City for pedestrians and bicyclists to travel along the northern boundary connecting Stow Canyon Road on the eastern and western boundaries of the property upon the request of Community Services.

20. **HOURS OF CONSTRUCTION:** Construction of the Project shall be limited to the hours between 8:00 a.m. and 5:00 p.m. Monday through Friday (excluding State holidays). Construction equipment maintenance shall be limited to the same hours. Non-noise generating construction activities such as interior painting are not subject to these restrictions.

21. **EXTERIOR LIGHTING:** All exterior lighting shall be hooded and not directed towards any adjacent and/or nearby properties.

22. **SIGNAGE:** No signs are authorized with this permit. All signs require separate permits and shall comply with City of Goleta Chapter 35, Article I, Sign Regulations and with setbacks specified in Article III, Inland Zoning Ordinance.

23. **PRINT & ILLUSTRATE CONDITIONS ON PLANS:** All conditions of approval shall be printed in their entirety on applicable pages of final construction plans submitted to the City. These documents shall be graphically illustrated where applicable.

24. **CONFLICTING EXHIBITS AND CONDITIONS:** When exhibits and/or written conditions of approval are in conflict, the written conditions of approval shall prevail.

25. **PERMIT NON-TRANSFERABLE:** This permit is granted for the property described in the application on file with the Planning and Environmental Services Department and may not be transferred from one property to another.

26. **ADDITIONAL PERMITS REQUIRED:** Before using any land or structure, or commencing any work pertaining to the erection, moving, alteration, enlarging, or rebuilding or any building, structure, or improvement, the applicant shall obtain a Land Use Permit and Building Permit(s) form the Planning and Environmental Services Department.
    - Land Use Permit #1 will effectuate the Conditional Use Permit and set Phases 1-4 in motion.
    - Land Use Permit #2 will be required for implementation of Phase 5.

27. **PERMIT COMPLIANCE REQUIRED:** Planning and Environmental Services Permit Compliance shall be required. The applicant agrees to pay Permit Compliance fees prior to approval of a Land Use Permit for effectuation of the Major CUP to cover full costs of compliance monitoring. The City shall ensure compliance via the land use permit, permit compliance, site inspection and/or compliance hearing processes.

28. **OPERATIONS/COMPLIANCE HEARINGS:** The decision maker with jurisdiction over the permit shall hold a noticed public hearing on the 9-month and the second anniversary of the approval date of the Major CUP for the farm labor camp. The purpose of the hearings would be to determine whether or not the permit is working adequately. If it is not adequate, adjustments may be required. Additionally, if the decision maker determines that the applicant is not in compliance with any one or more of the conditions of approval of this permit, the decision maker may revoke the permit or direct that the applicant apply for an amendment or revision to the permit. Additional hearings may be held, if warranted. The applicant is not responsible for the cost of the public hearing, but the applicant is responsible for any additional permits that may be required as an outcome of the public hearing.

29. **FEES REQUIRED:** The applicant shall pay all applicable permit processing fees in full.

30. **DEVELOPMENT IMPACT FEES:** The applicant shall pay all applicable Development Impact Fees under the Goleta Fee Program in full.

31. **EXPIRATION:** Approval of the Major CUP shall expire eighteen (18) months from the effective date of the Major CUP, unless prior to the expiration date, the necessary follow-up Land Use Permit has been approved *or* a Time Extension has been requested by the applicant. The decision maker with jurisdiction over the project may, upon good cause shown, grant a Time Extension for one year.

32. **PERMIT REVISIONS WITH TIME EXTENSION:** If the applicant requests a Time Extension of this project, the project may be revised to include updated language to standard conditions of approval and/or mitigation measures and additional conditions of approval and/or mitigation measures which reflect changed circumstances or additional identified project impacts.

33. **FAILURE TO COMPLY WITH CONDITIONS:** If the applicant, owner or tenant fails to comply with any of the conditions of approval of this permit, the applicant, owner or tenant may be subject to a civil fine pursuant to the City Code and/or permit revocation.

34. **ABANDONMENT/SITE RESTORATION:** If use of the farm labor camp is discontinued for a period of more than one year, the facility shall be considered abandoned. Unless the period is extended in the time and manner permitted by the City Municipal Code, all components shall be removed from the site.

35. **COMPLETENESS AND ACCURACY:** The applicant shall be responsible for the completeness and accuracy of all forms and supporting materials submitted in connection with any application. Any errors or discrepancies found therein may constitute grounds for the revocation of any approvals.

36. **APPROVAL RUNS WITH THE LAND:** The Major CUP farm labor camp approval runs with the land and the rights and obligations thereof, including the responsibility to comply with conditions of approval, shall be binding upon successors in interest in the real property unless or until such permits are expressly abandoned.

37. **SUBSEQUENT APPROVAL:** On the date a subsequent Major CUP for a farm labor camp is approved for this site, any previously approved but unbuilt/unimplemented plans shall become null and void.

38. **INDEMNITY AND SEPARATION CLAUSES:** Applicant agrees, as a condition of approval, at applicant's expense, to defend, indemnify and hold harmless the City of Goleta or its agents, officers and employees from any claim, action or proceeding against the City of Goleta or its agents, officers or employees, to attack, review, set aside, void, or annul, in whole or in part, the City of Goleta approval of the Major CUP or any condition attached thereto or any proceedings, acts, or determinations taken, done or made prior to the approval that were part of the approval process.

39. **LEGAL CHALLENGE:** In the event that any condition imposing a fee, exaction, dedication or other mitigation measure is challenged by the project sponsors in an action filed in a court of law or threatened to be filed therein which action is brought within the time period provided for by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any condition

is invalidated by a court of law, the entire project shall be reviewed by the City of Goleta and substitute conditions may be imposed.

----------END OF CONDITIONS----------

Attachment E

Requested By:
Santa Barbara Title

Recording Requested By:

When Recorded Return To:

The Land Trust for
Santa Barbara County
Post Office Box 91830
Santa Barbara, California 93190

97-070547

Recorded
Official Records
County of
Santa Barbara
Kenneth A Pettit
Recorder
9:39am 20-Nov-97

Rec Fee		56.00
AU2		2.00
Check		58.00
PUBL	BB	18

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Transfer Tax is None; this conveyance is a gift, is given without consideration to the Grantor, and is exempt from the Documentary Transfer Tax

DEED OF AGRICULTURAL CONSERVATION EASEMENT
(Civil Code Section 815 et. seq.)

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT is made this 29th day of October, 1996, by CENTER FOR URBAN AGRICULTURE AT FAIRVIEW GARDENS, a California nonprofit public benefit corporation ("Grantor"), in favor of THE LAND TRUST FOR SANTA BARBARA COUNTY, a California nonprofit public benefit corporation ("Land Trust"), for the purpose of granting in perpetuity the Agricultural Conservation Easement ("Easement") and associated rights described below.

RECITALS:

A. Grantor is the owner in fee simple of certain real property in Santa Barbara County, California, consisting of approximately 12.23 acres, more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("the Property").

B. The Property possesses unique agricultural, natural, ecological, educational, and open space values (collectively "Conservation Values") of great importance to Grantor, Land Trust, the people of Santa Barbara County and the people of the State of California.

C. The Property has been farmed over the past one hundred (100) years, and for over the past twenty-two (22) years, Grantor's predecessor has qualified and operated the Property as a state registered organic farm. Grantor's predecessor also used the Property as an education center to promote sustainable organic agriculture. Grantor's predecessor has transferred the Property to the Grantor, immediately prior to the recordation of this Easement, upon the condition that Grantor permanently restrict the Property to the foregoing uses upon the conditions and terms set forth in this Easement.

D. Increasingly, small farms across the country are disappearing as farmland is converted to non-farm uses because of economic forces that drive the unrestricted market value of the farmland higher than a farmer can afford to pay based on a revenue stream from agriculture. Grantor and Land Trust (collectively, the "Parties") wish to ensure that the Property is kept affordable for use as a biodynamic and/or organic farm, is used actively for farming and that the agricultural as well as all other Conservation Values of the Property are maintained, preserved and protected in perpetuity. For this reason, the Parties intend that the terms and conditions of this Easement shall be binding upon the representatives, heirs, successors and assigns of each of them.

E. The Conservation Values of the Property are documented in the Baseline Documentation (the "Baseline") of relevant features of the Property which has been executed by Grantor and Land Trust, is summarized on the schedule of documents attached hereto as Exhibit B, and is incorporated into this Easement in its entirety by this reference. The Baseline consists of reports, maps, photographs and other documentation that the Parties agree provide, collectively, an accurate representation of the Property as of the date of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The Baseline reflects a portion of the Property, consisting of approximately twelve percent (12%) of the total area of the Property, in which uses that support the agricultural and educational programs on the Property have been and are to be conducted (hereafter referred to as the "Agricultural Support Areas").

F. Land Trust is a publicly-supported, tax-exempt nonprofit land conservation organization qualified under Sections 170(h) and 501(c)(3) of the United States Internal Revenue Code of 1986, as amended ("Internal Revenue Code"), and California Revenue and Taxation Code Section 23701d, is incorporated under the laws of the State of California, and has as a primary purpose the preservation, protection, and/or enhancement of land in its agricultural, natural, ecologically significant, scenic, open and/or forested condition for agricultural, scientific, charitable and educational purposes.

G. Grantor is a tax-exempt nonprofit organization qualified under Internal Revenue Code Sections 501(c)(3) and California Revenue and Taxation Code Section 23701d, is an organization described in Internal Revenue Code Section 170(b)(1)(A), is incorporated under the laws of the State of California, and has as its mission to preserve the agricultural heritage of the Property, to provide the local community with fresh, organically- and/or biodynamically-grown fruits and vegetables, to demonstrate the economic viability of sustainable agricultural methods for small farm operations, and to research and interpret the relationship between food, land stewardship, and community well-being.

H. Grantor intends that this Easement will be binding and effective upon all of Grantor's successors in interest as owners of the Property. Grantor and its successors in interest, including lessees, as owners of the Property are referred to collectively herein as "Landowner".

AGREEMENT

Landowner and Land Trust mutually agree as follows:

1.0 Purpose. It is the purpose of this Easement (i) to assure first and foremost that the Property will be forever biodynamically and/or organically farmed, (ii) to retain that portion of the Property not farmed predominantly in its natural, ecological, and open space condition or devoted to uses which support such farming and open space uses or assist the public in appreciating the values of such farming and open space uses, and (iii) to prohibit any use of the Property that will impair, degrade or interfere with the Conservation Values of the Property. Without limiting the general purpose of this Easement, the following specific purposes are intended for this Easement:

(a) To conserve and protect the Property's agricultural, natural and ecological value and prevent environmental pollution and degradation;

(b) To prevent the conversion of agricultural land to urban and nonagricultural use;

(c) To assure that the Property will be farmed with organic and/or biodynamic agricultural methods, for the production of plant and animal products for commercial or charitable purposes;

(d) To provide the local community with the opportunity to purchase organic fruits and vegetables; and

(e) To promote and demonstrate through educational programs the values of sustainable organic agriculture.

2.0 Grant of Easement. For good and valuable consideration, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, including Sections 815 through 816 of the California Civil Code, Landowner does hereby voluntarily grant to Land Trust an Agricultural Conservation Easement ("Easement") in gross in perpetuity over the Property and Land Trust hereby accepts such Easement.

3.0 Acceptance of Easement. By accepting this easement, Land Trust agrees to honor the intentions of Landowner stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of the general public of this generation and generations to come. Land Trust agrees to monitor Landowner's compliance with the provisions of this Easement and to enforce compliance when necessary to fulfill the purposes and terms and conditions of this Easement.

4.0 Rights of Land Trust. To accomplish the purpose of this Easement, the following rights are conveyed in perpetuity to Land Trust by this Easement:

(a) To identify, to preserve and to protect in perpetuity the agricultural values, character, use and utility, including the soil and water quality, and the open space, scenic, cultural and biological resource values of the Property. The agricultural values, character, use and utility, and the open space, scenic, cultural and biological resource values of the Property are hereinafter referred to collectively as "the Protected Values."

(b) To enter upon, inspect, observe, and study the Property for the purposes of identifying the current uses and practices thereon and the baseline condition thereof, and monitoring the uses and practices regarding the Property to determine whether they are consistent with this Easement. Such entry shall be permitted upon prior notice to Landowner, and shall be made in a manner that will not unreasonably interfere with Landowner's use and quiet enjoyment of the Property.

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use. However, it is the intention of this Easement not to limit Landowner's discretion to employ various choices of farm and ranch uses and management practices on the Property so long as those uses and practices are consistent with the purpose of this Easement.

5.0 Mandatory Compliance. The only agricultural activities permitted on the Property are those using organic and/or biodynamic methods. The agricultural activities on the Property must at all times qualify as an organic farm by an independent third party acceptable to Land Trust. Organic methods shall meet the standards established by the California Organic Foods Act of 1990, California Health and Safety Code Section 110810 *et seq.* and California Food and Agriculture Code Section 46000 *et seq.* or successor legislation. Biodynamic and/or organic farming includes (1) planting, raising, harvesting, storage and sale of agricultural and horticultural crops of every nature except hydroponic crops; (2) breeding, raising, pasturing and grazing of livestock of all kinds, breeding and raising bees, poultry and other fowl so long as the latter uses are supportive of and incidental to raising organic fruits and vegetables and not the principal use of the Property; (3) the primary processing, storage and sale, including direct retail sale to the public for consumption on or off the Property of crops and animals harvested and produced on the Property or harvested and produced from other properties using primarily organic and/or biodynamic methods; and (4) the right to construct and maintain such roads, barns, fences and other improvements necessary to the biodynamic and/or organic agricultural and educational uses of the Property.

5.1 Active Agricultural Production. It is the intent of the Parties that those portions of the Property lying outside of the Agricultural Support Areas, which portions consist of at least eighty-eight percent (88%) of the total area of the Property, will be devoted to active agricultural production. For purposes of this Easement, "being devoted to active agricultural production" means that barring acts of God, government restrictions or limitations of public water service to the Property, the tillable areas of the

Property are in any year being prepared and/or utilized for the raising and production of agricultural and horticultural crops and livestock, including without limitation planting, cultivation and harvesting of crops, planting and maintaining orchards and pastures, and all activities taken to rejuvenate, sustain and renew the soils, all in accordance with both traditional and exploratory or experimental organic and/or biodynamic husbandry practices. "Tillable areas" include all areas actually available for cultivation and production of crops or planted as pastures, and do not include those areas occupied from time to time by farm roads, storage and staging areas and sheds, ponds, areas occupied by water facilities or drainage courses, areas planted with windbreaks or native trees, and other similar agricultural support facilities. It is recognized that good stewardship practices do not require that all tillable areas be actually producing crops or animals at all times; crop and planting cycles result in many uses recurring on an annual basis, and crop rotation, soil rejuvenation through the planting of cover crops and other soil restoration practices may result in some tillable areas not being available for the production of crops or livestock for one or more planting cycle. "Acts of God" include such events as drought, frost, fire, pest, disease, or other natural or man-made occurrences which prevent the land from being made productive, in a cost-effective manner, for one or more seasons.

5.2 Adjustment of Agricultural Support Areas. Landowner and Land Trust recognize that from time to time Landowner may be required to seek adjustments in the location and configuration of the portion of the Property which is occupied by the Agricultural Support Areas as defined in the Baseline in order to comply with zoning and land use regulations, applicable conditions of governmental permits for uses allowed under this Easement, health and safety considerations and other similar requirements. Landowner may make such adjustments if it first obtains the consent of Land Trust as provided in this Section 5.2. In connection with any request for such consent, Landowner shall provide to Land Trust a survey or aerial photograph showing the areas of the Property proposed to be added and deleted from the Agricultural Support Areas, a statement of the reasons therefor and an analysis demonstrating that the long-term agricultural productivity of the Property will not be adversely affected by the proposed adjustment. Land Trust shall provide its consent to any such request if, in its reasonable determination, the proposed adjustment does not increase the total area occupied by the Agricultural Support Areas, does not adversely affect the long-term agricultural productivity of the Property and is not otherwise inconsistent with express purposes of this Easement. In connection with its consent to an adjustment of the Agricultural Support Areas, Land Trust may require that a licensed land surveyor mark by survey monuments the boundaries of the adjusted Agricultural Support Areas and calculate its area. The Parties shall execute an amendment of the Baseline to reflect any approved adjustment of the Agricultural Support Areas. All cost of processing any request for an adjustment in the Agricultural Support Areas, including the costs which Land Trust may incur with third party consultants to evaluate such adjustment, shall be paid by Landowner.

6.0 Permitted Uses. Landowner and Land Trust intend that this Easement shall confine the uses of the Property to agriculture, research, education and related residential uses associated with the agricultural use of the site, and such other uses as

are described herein. The following uses and practices, if in accordance with federal, state and local laws and ordinances, are permitted:

(a) To conduct biodynamic and/or organic agriculture throughout all portions of the Property;

(b) To allow Landowner, its lessee/sublessee and their farm workers to reside in housing units located within the Agricultural Support Areas on the Property, provided that at least one family member of any family occupying any housing unit shall be engaged in the production and/or sale of the Property's produce and/or in the educational efforts in connection with the Property;

(c) To construct, maintain, repair and replace existing structures, fences, corrals, roads, ditches, waterlines, and other improvements on the Property, provided that no new or replacement buildings or structures shall be located outside of the Agricultural Support Areas on the Property other than those used in the production, care or storage of crops and animals raised on the Property;

(d) To utilize the Property for educational purposes related to agriculture, open space, land preservation, or resource protection, provided that (i) such uses and/or activities do not adversely affect the agricultural uses of the Property and (ii) all structures dedicated to agricultural education and work-shop programs, including required parking areas, shall be located within the Agricultural Support Areas on the Property and may only be used for such purposes in those years when the portion of the Property lying outside the Agricultural Support Areas is being devoted to active agricultural production as defined in Section 5.1;

(e) To provide for utility easements to public and quasi-public utilities in furtherance of this Easement and for permitted agricultural, educational, sales and residential uses of the Property;

(f) To provide for management of water and mineral resources in a manner which will ensure preservation and protection of the agricultural values of the Property;

(g) To operate sales stands, shops or other facilities within the Agricultural Support Areas on the Property for the sale to the public, in either natural or prepared condition, for consumption off or on the Property, of (i) the produce and products of the Property, and (ii) in those years when the portion of the Property lying outside the Agricultural Support Areas is being devoted to active agricultural production as defined in Section 5.1, produce and products produced on other property so long as such produce and products are predominantly organic or biodynamic; and

(h) To conduct, in all years when the portion of the Property lying outside the Agricultural Support Areas is being devoted to active agricultural production as defined in Section 5.1, such other commercial uses within the Agricultural Support Areas as are consistent with the agricultural, educational and conservation purposes of

this Easement and as are allowed on the Property under then applicable zoning and land use law and regulation.

7.0 Prohibited Uses. Any activity on the Property or use of the Property which is inconsistent with the purpose of this Easement is prohibited. The following activities and uses, though not necessarily an exhaustive recital of inconsistent activities, are inconsistent with the agricultural, educational and conservation purposes of this Easement and are prohibited upon or within the Property except with the written consent of Land Trust:

(a) Legal or de facto subdivision for any purpose, excluding leases for agricultural or educational purposes consistent with this Easement, or the seeking of a partition remedy in a lawsuit, or the transfer of development rights within or outside the ownership of this Property. In the event of any such agricultural or educational lease, written notice, together with a copy of the lease, shall be provided to Land Trust within thirty (30) days of execution of the lease;

(b) Any commercial use other than those commercial uses expressly permitted under Section 6.0 or other provisions of this Easement;

(c) Any industrial use of any kind with the exception of the primary processing and storage of crops and animals produced on the Property;

(d) The application of biocides, defoliants, herbicides or chemical fertilizers or the use of genetically engineered plants, animals and microbes or other genetically engineered products except as allowed by then current organic certification laws;

(e) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters;

(f) The exploration for, or development and extraction of, geothermal resources, minerals and hydrocarbons by any surface mining method or any other method;

(g) The removal from the property of gravel, sand, soil, peat, or sod;

(h) The dumping or other disposal of wastes, refuse, debris, motorized vehicles or Hazardous Substances, except organic compost material and composting operations;

(i) The alteration, manipulation or other development of springs, water courses and/or other water resources, or the creation of new water impoundments, water storage facilities or water courses except for direct use in connection with biodynamic and/or organic agricultural and residential uses on the Property and wildlife habitat improvement;

(j) The use of motorized vehicles except on the road(s) and except as may be required for biodynamic and/or organic agricultural purposes;

(k) Hunting, trapping, fishing or willful killing for sport, food or research of wild animals, including game birds, except for animals commonly considered pests or which are otherwise a threat to the agricultural use of the Property.

(l) The introduction of non-native game animals or aquatic species;

(m) The establishment or maintenance of any commercial feedlot or confinement livestock raising facility which is defined for the purposes of this Easement as a confined area or facility within which the land is not grazed or cropped at least annually, and which is primarily used to receive livestock that has been raised off the Property;

(n) The placement or construction of facilities for the development and utilization of energy resources, including, without limitation, wind, solar, hydroelectric, methane, wood and alcohol, unless such energy resources will be used primarily on the Property and then only provided they do not significantly adversely impact the agricultural operation;

(o) Paving or otherwise covering any portion of the Property with concrete, asphalt or gravel unless (i) in connection with the construction or use of permitted facilities within the Agricultural Support Areas, (ii) for ingress or egress for the Property as required by local law or ordinance or conditions of governmental approval, or (iii) with the prior written approval of Land Trust. Land Trust shall give such permission unless it determines that the proposed paving or covering of the soil, or the location of such covering will substantially diminish or impair the agricultural productivity of the Property;

(p) The commercial raising of animals for slaughter;

(q) Doing or allowing anything to be done on the Property which will invalidate the qualification of the Property as an organic farm as provided in Section 5.0 above; and

(r) Removal of native trees and plants except as reasonably required for farming operations.

8.0 Arbitration. If a dispute arises between the Parties concerning the consistency of any existing or proposed use or activity with the purpose of this Easement, either party is encouraged to refer the dispute to arbitration as an alternative to judicial proceedings by request made in writing upon the other party.

9.0 Remedies for Unauthorized Uses.

(a) If Land Trust determines that any person is conducting or allowing a use, activity, or condition on the Property which is prohibited by the terms of this Easement or that any other violation of the terms of this Easement has occurred or is threatened, Land Trust shall give written notice of such violation to Landowner and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, Land Trust shall demand restoration of the injured portion of the Property. If the violation is not cured within thirty (30) days after receipt of notice thereof from Land Trust, or under circumstances where the violation cannot reasonably be cured within thirty (30) days, the party responsible for the violation fails to begin curing the violation within the thirty (30) days, and fails to continue diligently to cure such violation until finally cured (which shall be accomplished no later than one hundred eighty (180) days after receipt of notice of the violation), Land Trust may enter upon the Property and cure the violation, or bring an action at law or in equity in court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, or injury to any Conservation Values protected by this Easement, including damages for the loss of agricultural, scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to injury. Without limiting liability therefore, Land Trust, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(b) If Land Trust reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Land Trust may pursue its remedies under this Section 9.0 without prior notice to Landowner or without waiting for the period provided for cure to expire. Land Trust's rights under this Section 9.0 apply equally in the event of either actual or threatened violations of the terms of this Easement.

(c) Landowner and Land Trust expressly agree that the Property, by virtue of its protected features is unique and that a violation of this Easement, and any ensuing harm or alteration of the Property, will likely result in damages that cannot be remedied and are not subject to quantification. Accordingly, Landowner agrees that Land Trust's remedies at law for any violation of the terms of this Easement will likely be inadequate and that Land Trust shall be entitled, at its option, to the injunctive relief described in this Section 9.0, both prohibitive and mandatory, in addition to such other relief to which Land Trust may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(d) Land Trust's remedies described in this Section 9.0 shall be cumulative and shall be in addition to all other remedies now or hereinafter existing at law or in equity.

9.01 Costs of Enforcement. Except for the costs of annual or other periodic inspections of the Property by Land Trust or its agents, any reasonable costs incurred by Land Trust in enforcing the terms of this Easement against Landowner, including, without limitation, costs of suit and attorneys' fees, and any costs or restoration necessitated by Landowner's violation of the terms of this Easement shall be borne by Landowner. The prevailing party in any action initiated to enforce the terms of this Easement, shall receive from the other party the prevailing party's cost of suit, including, without limitation, attorneys' fees.

9.02 Land Trust's Discretion. By acceptance of this Easement and the endowment for monitoring expenses which accompanied it, Land Trust agrees to enforce it according to its terms, and any forbearance by Land Trust to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or construed to be a waiver by Land Trust of such term or of any subsequent breach of the same or any other term of this Easement or of any of Land Trust's rights under this Easement. No delay or omission by Land Trust in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver, and Landowner hereby waives any defense of laches, prescription or estoppel.

9.03 Acts Beyond the Landowner's Control. Nothing contained in this Easement shall be construed to entitle Land Trust to bring any action against Landowner for any injury to or change in the Property resulting from causes beyond Landowner's control, including without limitation, fire, flood, storm, and naturally occurring earth movement, or from any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

10.0 Costs and Responsibilities. Landowner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including, but not limited to any regulatory requirements and payment of property taxes.

11.0 Indemnification. Landowner shall hold harmless, indemnify, and defend Land Trust and its members, trustees, officers, employees, agents, attorneys, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Land Trust's Indemnified Parties") from and against all liabilities, penalties, losses, expenses, claims, damages, demands, causes of action, judgments or costs, including, without limitation, reasonable attorney's fees, arising from or in any way connected with or incident to any injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligent, willful or intentional acts of any of Land Trust's Indemnified Parties.

12.0 Hazardous Substance. The term "Hazardous Substance" means (1) any chemical. compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to any federal, state or local laws regulations or ordinances, as a "hazardous substance," "hazardous material," "hazardous waste,"

"extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutants" or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity or reproductive toxicity, or (2) any petroleum, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal sources.

13.0 Insurance. Landowner shall at all times maintain in full force and effect comprehensive general liability insurance in an amount of no less than One Million Dollars ($1,000,000). Landowner shall name Land Trust as an additional insured on all liability insurance maintained by Landowner in connection with the Property.

14.0 Extinguishment. If circumstances arise in the future which render the agricultural purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The net proceeds from such extinguishment or condemnation as determined by the Court shall be used only for the preservation of agricultural land in the County of Santa Barbara to be used in a manner consistent with the conservation purposes of this Easement.

15.0 Condemnation. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, Land Trust shall be entitled to compensation in accordance with applicable law, and the proceeds shall only be used in accordance with the limitations in Section 14.0, above.

16.0 Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Landowner and Land Trust may jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Land Trust under any applicable laws, including Sections 815 *et seq.* of the California Civil Code or Internal Revenue Code Section 501(c)(3) or 170(h), and any amendment shall be consistent with the purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be in writing, shall refer to this Easement by reference to its recordation date, shall be signed by the Landowner and Land Trust, and shall be recorded in the Official Records of Santa Barbara County, California.

17.0 Assignment. This Easement is transferable by Land Trust, but Land Trust may assign its rights and obligations under this Easement in whole or in part only to an organization that is qualified at the time of transfer under Internal Revenue Code Section 501(c)(3) and 170(h) and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Sections 815 *et seq.* of the California Civil Code (or any successor provision then applicable). As a condition of such transfer, Land Trust shall require that the conservation purposes this grant is intended to advance continue to be carried out.

18.0 Subordination. Any and all mortgages, liens, and other existing encumbrances must be subordinated to this Deed of Agricultural Conservation Easement.

19.0 Executory Limitation. If Land Trust shall cease to exist or to be a qualified organization to hold conservation easements under Internal Revenue Code Section 501(c)(3) or 170(h) or to be authorized to acquire and hold conservation easements under California Civil Code Sections 815 *et seq.* and a prior assignment is not made pursuant to Section 17.0, then Land Trust's rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable California law and with due regard to the requirements for an assignment set forth in Section 17.0.

20.0 Subsequent Transfers. Landowner agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Landowner divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Landowner shall provide a complete copy of this Easement to the transferee prior to any such transfer. The failure of Landowner to perform any act required by this Section 20.0 shall not impair the validity of this Easement or limit its enforceability in any way.

21.0 Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall be deemed to have been duly given if delivered by hand or sent by facsimile and first class mail, postage prepaid, and addressed as follows:

To Landowner: Center for Urban Agriculture at Fairview Gardens
598 North Fairview Avenue
Goleta, California 93117
Facsimile: (805) 967-0188
Telephone: (805) 967-7369

To Land Trust: The Land Trust for Santa Barbara County
Post Office Box 91830
Santa Barbara, California 93190-1830
Facsimile: (805) 963-5988
Telephone: (805) 966-4520

Notice of change of address shall be effective only when given in accordance with this Section 20.0. All notices, demands and other communications made in compliance with this Section 21.0 shall be deemed to have been received on the date of delivery or on the third business day after mailing, whichever occurs earlier.

22.0 Recordation. This instrument shall be recorded by Land Trust in the Records of Santa Barbara County, California. Land Trust may re-record this Easement whenever rerecording is required to preserve Land Trust's rights in this Easement.

23.0 General Provisions.

23.01 Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.

23.02 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of Land Trust to effect the purpose of this Easement and the policy and purpose of Sections 815 *et seq.* of the California Civil Code. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. In all matters of interpretation, whenever necessary to give effect to any provision of this instrument, the masculine shall include the feminine and neuter, and vice verse and the singular shall include the plural and the plural shall include the singular.

23.03 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby so long as the purposes of this Easement can still be carried out.

23.04 Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 16.0.

23.05 No Forfeiture. Nothing contained herein is intended to result in a forfeiture or reversion of Landowner's fee title in any respect.

23.06 Successors and No Merger. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties and their respective representatives, heirs, successors and assigns. The convents, terms conditions and restrictions of this Easement shall continue as a servitude running in perpetuity with the Property.

23.07 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

23.08 Brokers. Each Party represents to the other that it has not had and will not have any contact or dealings regarding the Property, or this Easement, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contract, dealings, or communications, then the Party through whom the broker or

finder makes this claim shall indemnify, defend with counsel of the indemnified Party's choice, and hold the other Party harmless from all expense, loss, damage and claims, including the indemnified Party's attorneys' fees, if necessary, arising out of the broker's or finder's claim.

23.09 Effective Date. The Effective Date of this Easement shall be the date that it is recorded in the Official Records of the County of Santa Barbara.

WITNESS the following signatures:

Landowner:

CENTER FOR URBAN AGRICULTURE AT FAIRVIEW GARDENS, a California nonprofit public benefit corporation

By: _____ Dated: 10/29/96
Michael Ableman, President

By: Karen Enyedy Breunig Dated: 10/29/96
Karen Enyedy Breunig, Secretary

Land Trust:

THE LAND TRUST FOR SANTA BARBARA COUNTY, a California nonprofit public benefit corporation

By: _____ Dated: 10/29/96
John M. Baucke, Vice President

By: _____ Dated: 10/29/96
David H. Anderson, Secretary

LAND TRUST FOR SANTA BARBARA COUNTY, INC. INCORPORATED June 28, 1982 CALIFORNIA

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On October 29, 1996, before me, the undersigned Notary Public, personally appeared Michael Ableman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ALICE M. VAZQUEZ
COMM. # 1047753
Notary Public — California
SANTA BARBARA COUNTY
My Comm. Expires JAN 30, 1999

Notary's Signature

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On October 29, 1996, before me, the undersigned Notary Public, personally appeared Karen Enyedy Breunig, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ALICE M. VAZQUEZ
COMM. # 1047753
Notary Public — California
SANTA BARBARA COUNTY
My Comm. Expires JAN 30, 1999

Notary's Signature

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On October 29 1996, before me, the undersigned Notary Public, personally appeared John M. Baucke, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ALICE M VAZQUEZ
COMM. # 1047753
Notary Public — California
SANTA BARBARA COUNTY
My Comm. Expires JAN 30, 1999

Notary's Signature

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On October 29 1996, before me, the undersigned Notary Public, personally appeared David H. Anderson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ALICE M. VAZQUEZ
COMM. # 1047753
Notary Public — California
SANTA BARBARA COUNTY
My Comm. Expires JAN 30, 1999

Notary's Signature

EXHIBIT A

LOTS 1, 2 AND 3 IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE "PLAT OF THE PARTITION OF THE B.A. HICKS ESTATE OF GOLETA, SANTA BARBARA COUNTY, CALIFORNIA, DATED SEPTEMBER 20, 1898, GEO. S. COLLINS, SURVEYOR", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, OCTOBER 5, 1898 IN BOOK 1 AT PAGE 75 OF MAPS AND SURVEYS, PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM EPHRAIM BRITTON TO BEVERLY A. HICKS, DATED JANUARY 17, 1874, AND RECORDED IN BOOK "L" AT PAGE 638 OF DEEDS, RECORDS OF SAID COUNTY, AND RUNNING THENCE NORTH 0°30' WEST, ALONG THE EAST LINE OF SAID TRACT, 10.07 CHAINS; THENCE NORTH 89°30' WEST 15.26 CHAINS TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 0°30' WEST, ALONG SAID WEST LINE 8.96 CHAINS TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 85°45' EAST 15.25 CHAINS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF DESCRIBED IN DEED TO THE COUNTY OF SANTA BARBARA RECORDED JUNE 4, 1969 AS INSTRUMENT NO. 15429 IN BOOK 2273, PAGE 640 OF OFFICIAL RECORDS.

EXHIBIT B

Schedule of Baseline Documentation

This schedule is an attachment to the Deed of Agricultural Conservation Easement made October 29, 1996 ("the Easement") by Center for Urban Agriculture at Fairview Gardens, a California nonprofit public benefit corporation ("Grantor"), in favor of The Land Trust for Santa Barbara County, a California nonprofit public benefit corporation ("Land Trust"). Unless otherwise required by the context, capitalized terms in this schedule have the same meaning as ascribed to them in the Easement.

The Conservation Values and other relevant features of the Property are documented in the Baseline Documentation ("the Baseline") which has been produced and assembled jointly by, and has been executed on behalf of, Grantor and Land Trust. Grantor and Land Trust each acknowledge receipt of a copy of the Baseline. The documents constituting the Baseline are described as follows:

1. Santa Barbara Title Company's preliminary title report dated as of January 25, 1996 (Order No.: 644992), as amended by Santa Barbara Title Company's letters dated July 31, 1996 and August 8, 1996;

2. An aerial photograph of the Property (Pacific Western No. 55010-94 dated January 17, 1995)("the Aerial") showing the relationship of the Property to the significant features of neighboring properties (i.e., Fairview Avenue to the west, Stow Canyon Road to the north, and Goleta Valley Community Library to the southwest), the locations of all man-made and natural features on the Property as of the date of the Aerial (which features are substantially identical to the those existing as of the date of the Easement), and the general layout of the crops and other vegetation existing on the Property as of the date of the Aerial, being a typical depiction of crop rotation on the Property;

3. A mylar overlay for the Aerial (prepared by David Lawson, UCSB Geography Department, dated October 27, 1996) depicting the boundaries of the Property, the dimensions of the boundaries, the three (3) Agricultural Support Areas within the Property, and the area and dimensions of each Agricultural Support Area;

4. A Baseline Narrative (prepared by Michael Ableman, dated September 15, 1997) of the historic and current uses of the Property;

5. Thirty (30) photographs (taken by David H. Anderson, dated June 11, 1997) documenting most buildings, other significant man-made improvements, and other conditions existing on the Property as of the date of the photographs; and

6. A Conservation Easement Baseline Documentation Report (prepared by Land Trust, dated August 22, 1997) listing the buildings and structures on the Property and describing the Property's condition as of the date of the Report.

Attachment F

Owl Habitat and Riparian Corridor Report: Fairview Gardens

June 21, 2026
Prepared by Christopher Cobb

This report summarizes the documented evidence and ecological significance of the active owl habitat located within the Fairview Gardens property, specifically focusing on the northeast quadrant.

Photographic Evidence

Based on a review of time-stamped images of the northeast quadrant of the site, the following images have been identified that document the owl habitat and the associated riparian environment. These photos provide visual proof of the habitat in the exact location slated for development.



Figure 1. Riparian Corridor Bordered by Western Sycamores and Black Cottonwoods

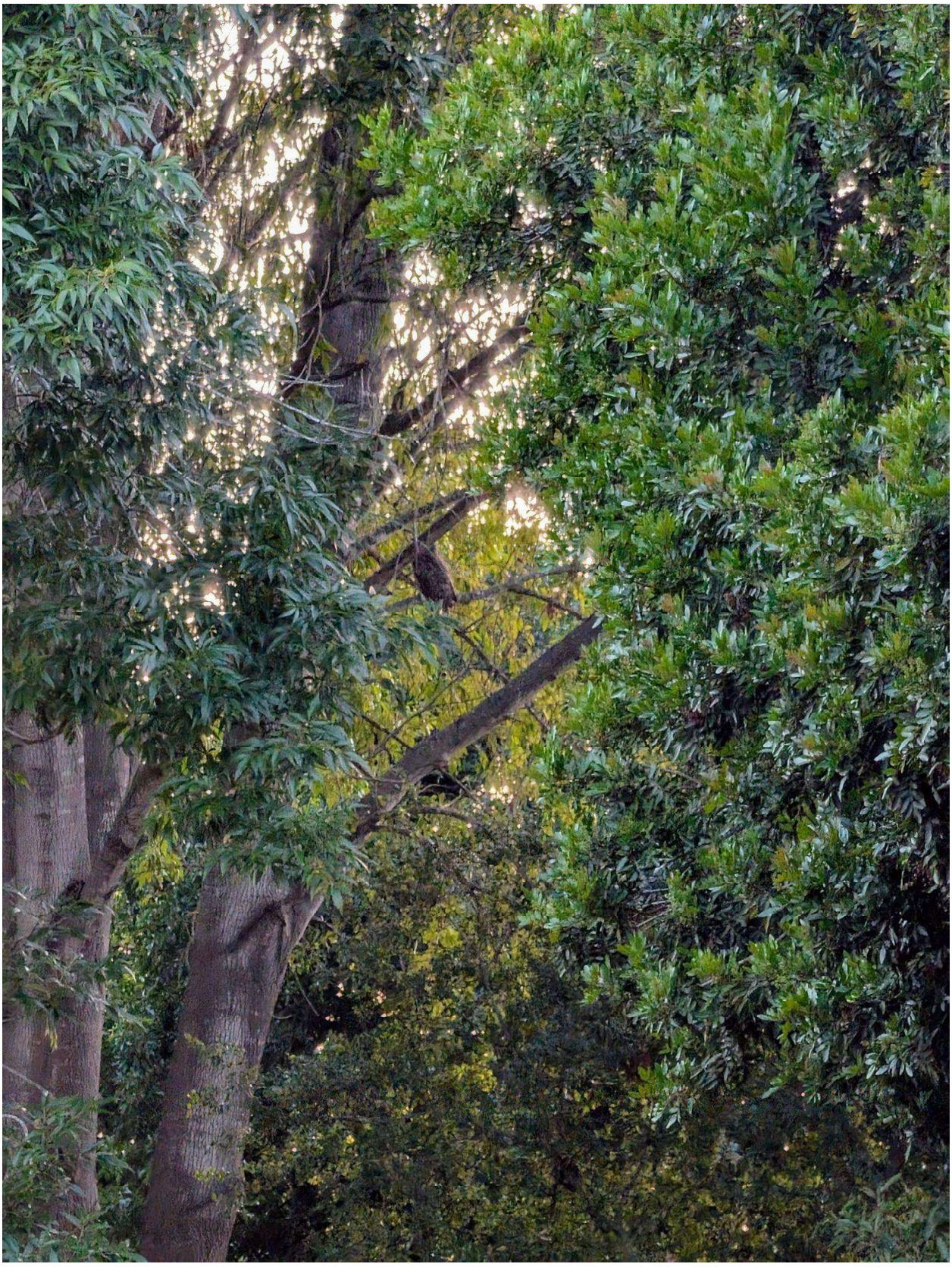


Figure 2. Great Horned Owl Roosting in Tree Identified for Removal



Figure 3. Close-Up View of Great Horned Owl Roosting



Figure 4. Setting of Tree Where Owl was Perched

Ecological Significance

The photographic evidence confirms the presence of an active wildlife habitat within the mature trees of the riparian corridor in the northeast quadrant of Fairview Gardens. Specifically, the mature native trees (such as Western Sycamores and Black Cottonwoods) serve as active roosting and nesting sites for local owl populations. The preservation of these character-defining features is essential to the historical and ecological integrity of the farm.

Legal and Conservation Context

The preservation of this owl habitat is critical within the context of the 1997 Agricultural Conservation Easement and the proposed Fairview Gardens Conditional Use Permit (25-0001-CUP) development.

Concern	Details
Proposed Development Threat	The current site plan proposes a new eastern access road and a creek crossing (bridge) that would introduce dense infrastructure directly into this riparian zone. This requires the removal of the mature trees that currently support the active owl population.
Conservation Easement Violation	The removal of mature native trees that provide vital habitat for nesting owls is a direct violation of Section 7.0 (r) of the 1997 Conservation Easement, which protects native trees and wildlife habitats.
Watercourse Manipulation	The proposed bridge over the creek to access the northeast corner violates Section 7.0 (i) of the Easement, which prohibits the alteration, manipulation, or development of watercourses.

Attachment G


Via Fiori
Via Fiori
Slow Canyon Rd
N Fairview Ave
Fairview Avenue
Fairview Gardens
Survey based on aerial photography and land surveyor's property description
Original map date 10-27-1998
Updated map date 06-06-2002
by David Lawson
Prayer That Heals
Senior Artist
UC Santa Barbara Anthropology Dept.
Scale 1" = 100'
12.23 acres = total property size
1.44 acres = total agric. support area
Legend:
property boundary
building footprints
agricultural support area boundance
400 ft² exchange boundaries
Goleta Valley Library
DK Appliance Repair & Service
office
house
2.1 acre
.97 acre
2.8 acre
980.6
628.6

From: Debbie Castanha
To: Brian Hiefield; PER Meetings
Subject: support for Fairview Gardens CUP Case Number: 25-0001-CUP
Date: Thursday, June 25, 2026 10:03:19 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair Branch and members of the Design Board:

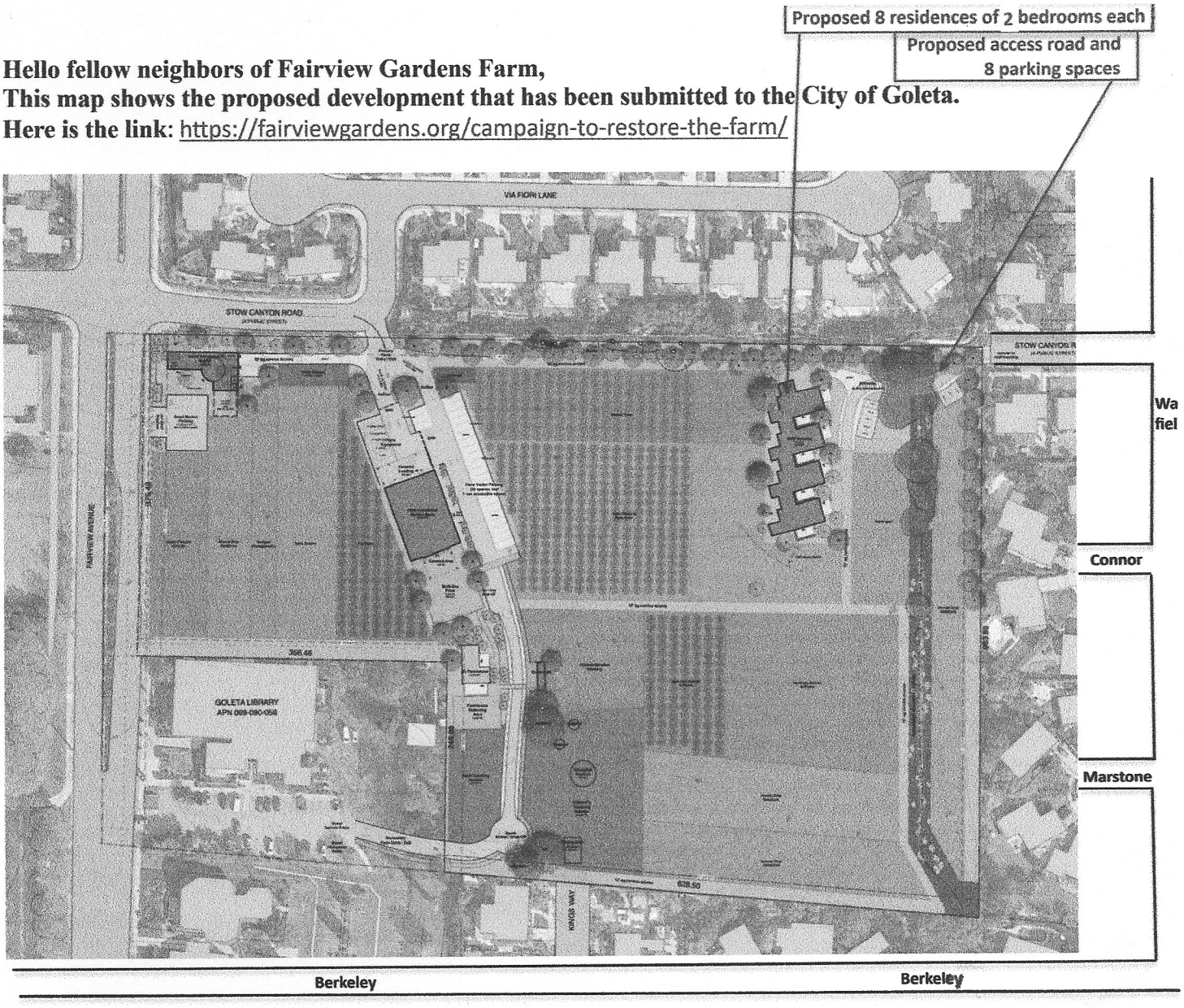
I write to you to give my wholehearted support for the Center for Urban Agriculture at Fairview Gardens and to beg you to approve their project for Preliminary Design Review.

I remember my daughter's first field trip to the Gardens which helped give her a deep understanding of where our food comes from and the need to properly care for our earth. Many other magical trips to the Gardens later pushed her to major in Environmental studies where she might continue to do good work first inspired by the Gardens.

My family and so many others passionately treasure this special community resource, and I want it to be viable, supported and successful for other youth. **Thank you for allowing the CUP Project to move forward.**

Sincerely,
Debbie Castanha
526 Grove Lane
Santa Barbara, CA 93105
805 259 5836

Hello fellow neighbors of Fairview Gardens Farm,
This map shows the proposed development that has been submitted to the City of Goleta.
Here is the link: https://fairviewgardens.org/campaign-to-restore-the-farm/



This proposed development includes new "staff housing" and parking, in the form of 4 duplexes and 8 parking spaces, currently proposed to be located on the east end or rear of the farm. If this location is permitted, the tenants and workers will be accessing their housing and the farm through the east leg of Stow Canyon. This would increase traffic along Wakefield, Arundel, and Stow Canyon and could affect parking on Stow Canyon. Additionally, the presence of the staff housing, would greatly increase noise to Via Fiori, Connor, Marstone, and Stow Canyon residents.

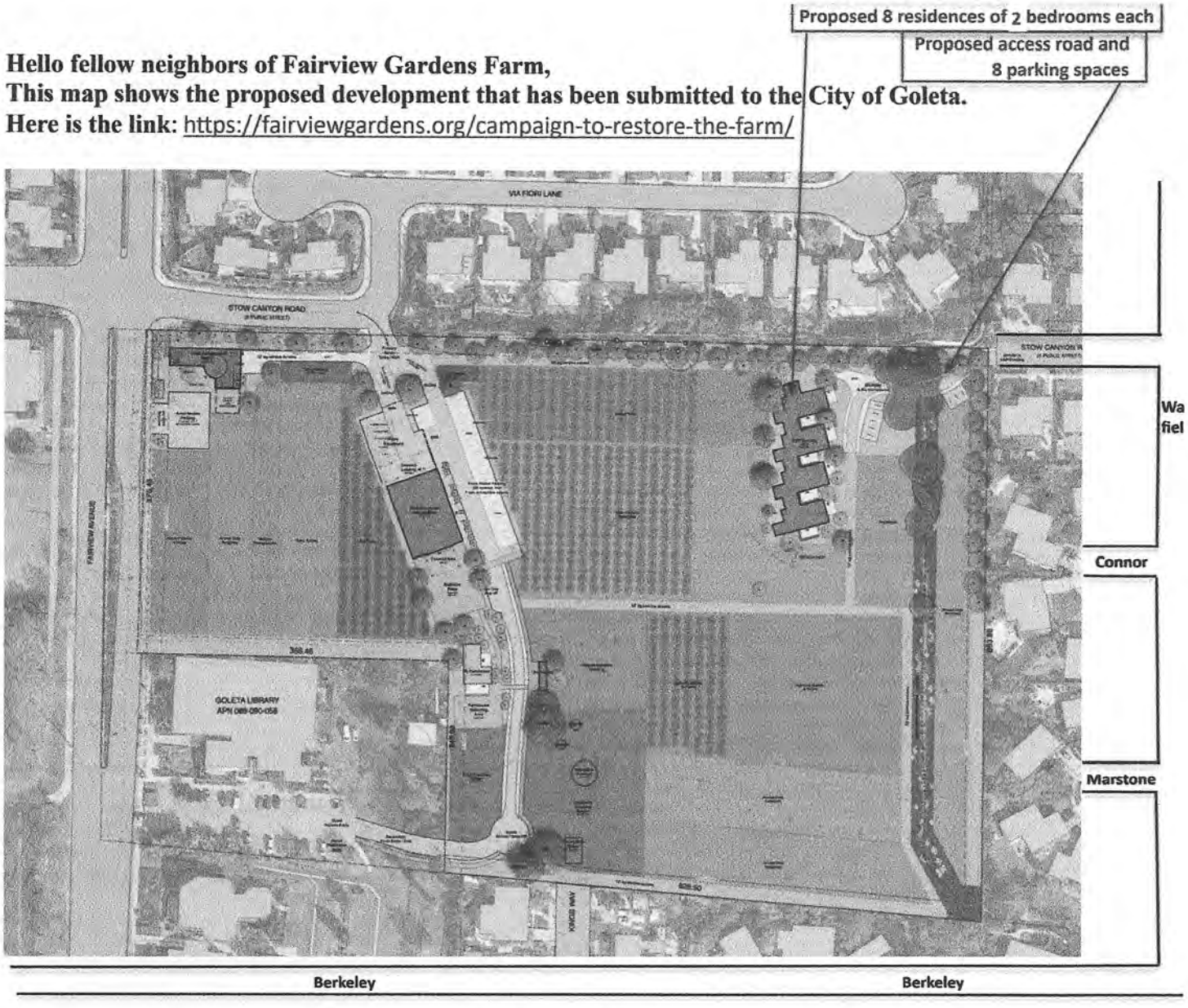
We, the neighbors, are requesting that they do not place the staff housing at the east side location. We are proposing staff housing instead be built next to the library on Fairview, or along their existing driveway near the library where the farm was previously given approval to build housing. This would minimize the effect to surrounding residences, and that is one reason this location was previously approved by the City of Goleta.

If you agree with this position, please add your name, address, and signature at the bottom of this flyer

To provide comments to the City of Goleta and/or be notified of meetings on this project, here is the email of the Goleta City staff person working this project:
Brian Hiefield bhiefield@cityofgoleta.org

Josh Carro
Trish Carraco
ROBERT CARACO
5937 Trudi Drive, Goleta 93117

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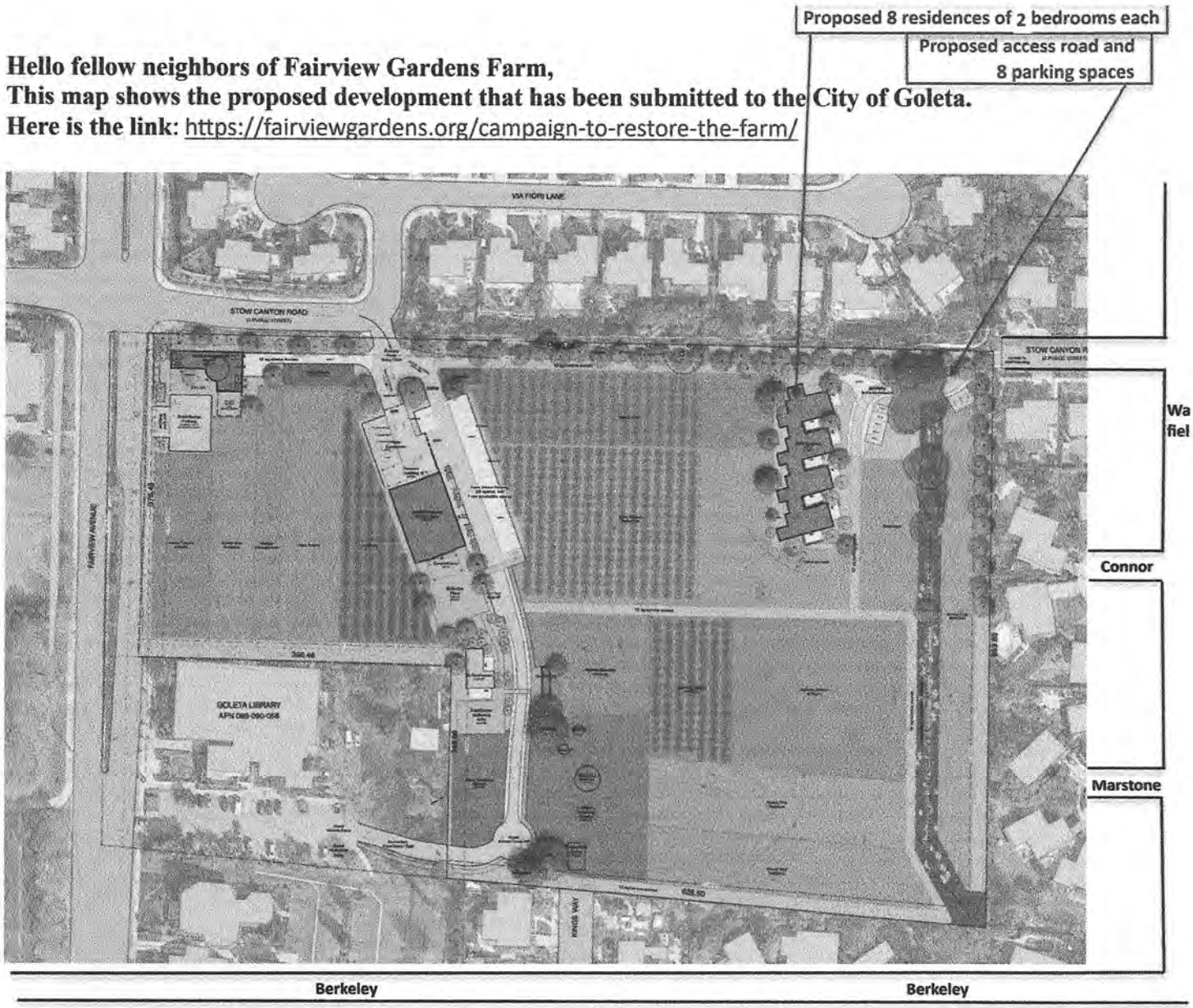
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Brian Hiefield bhiefield@cityofgoleta.org

Sandra Logsdon
602 Trudi ct. Goleta 93117

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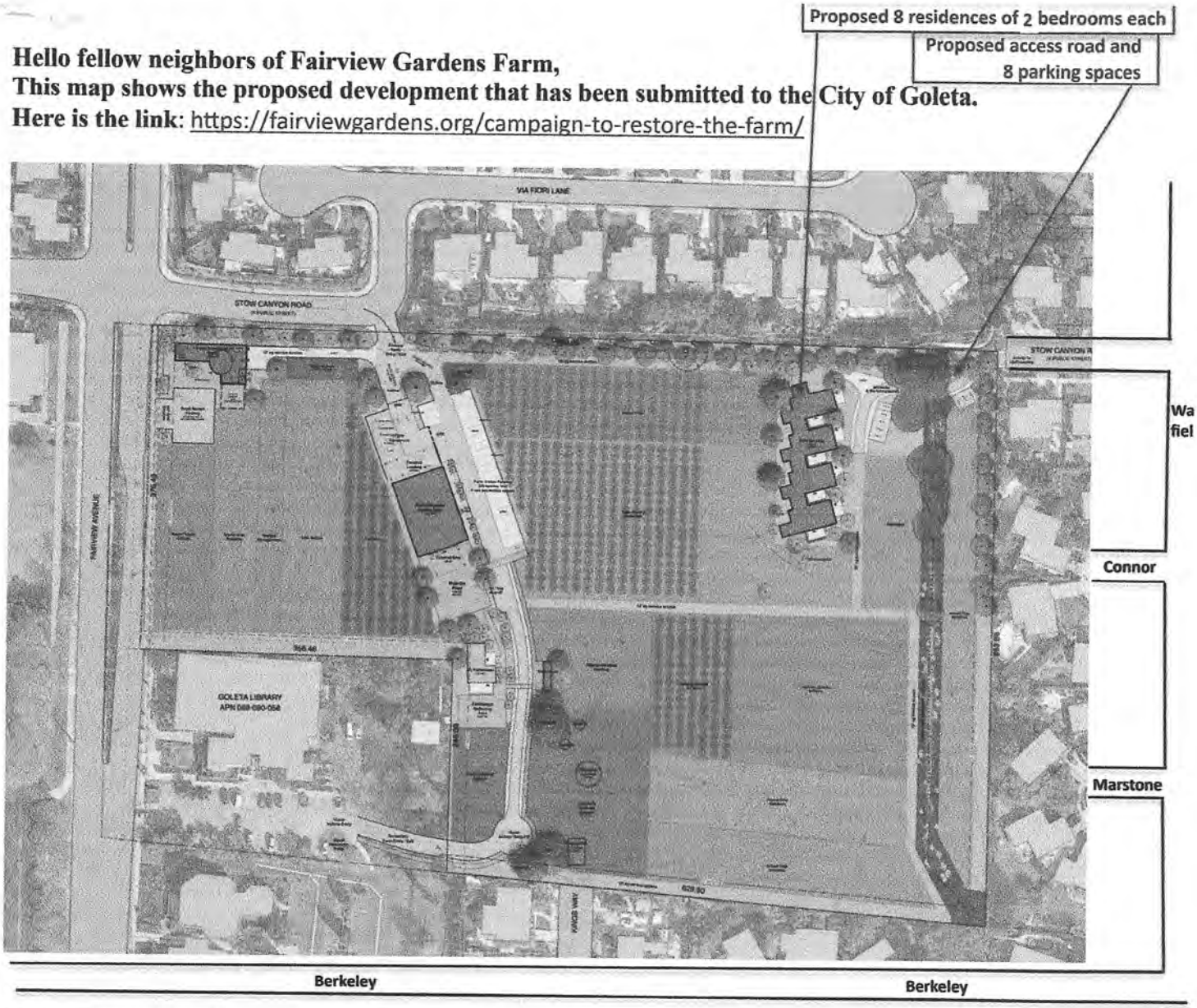
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Brian Hiefield bhiefield@cityofgoleta.org

Kimberly Faulkner
5943 Trade Dr. Goleta

-----Original Message-----
From: Marianne Henry <jhenry@west.net>
Sent: Sunday, June 7, 2026 1:15 PM
To: PER Meetings <PERmeetings@cityofgoleta.gov>
Cc: Marianne <jhenry@west.net>
Subject: Written public comment for Fairview Gardens CUP on June 9th DRB Review

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of the Design Review Board

My husband and I have been Goleta residents for 47 years. We are writing in support of the proposed design of the Fairview Gardens Project. We are delighted that the farm, which has been so dear to us over the decades, has plans to bring the agricultural land back to life, reopen the farm stand, and revive its education programs under the leadership of Michael Ableman.

I was a CSA member for many years and my family was always looking forward to our weekly farm share. When my children were growing up we visited the farm often. No trip to the Goleta library was complete without visiting the goats, observing which vegetables and fruits were in season, and stopping at the stand for a healthy treat. We often took our out of town family and guests to show them how an urban farm can flourish in harmony with the neighborhood. My mother-in-law, who grew up on a farm, especially enjoyed visiting the farm on her frequent visits from Pennsylvania. We gifted her Michael Ableman's Book On Good Land which she cherished.

The farm house and surroundings also hold special memories for me. I have participated in small cooking classes then sat outside to enjoy our delicious meal with newfound friends. I sat under the shade of the mulberry tree, marveled at the huge avocado orchard, beautiful nectarine trees, and admired the mounds where the white asparagus was growing (a novel specialty of Fairview Gardens, reminding me of my German roots).

Having this farm so close to our home is a gift. We wholeheartedly support Fairview Gardens Farm as a working farm and educational resource. We sincerely hope that Fairview Gardens Farm will strive for many future generations.

Thank you for your service. Please include this email in the public record for the upcoming CUP meeting on June 9th, 2026.

Sincerely

Jim and Marianne Henry
248 Iris Avenue
Goleta CA 93117

jhenry@west.net <mailto:jhenry@west.net>

From: Welmoet Glover
To: Brian Hiefield
Subject: Support for Fairview Gardens CUP
Date: Thursday, July 2, 2026 1:03:56 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RE: Support for Fairview Gardens CUP
Case Number: 25-0001-CUP
Send by: Tuesday July 7th

Dear Chair Branch and members of the Planning Commission Board

I have known Michael Ableman for over 50 years and during that time saw the creation of Fairview Gardens as well as countless other valuable 'projects' where he helped educate people and encouraged sustainable, organic methods of growing produce while improving and respecting the land.

We are often disconnected from where and how our food is grown and yet the land's health and our knowledge of working with it is an incredible and valuable resource that benefits our very existence.

For this reason I support the Center for Urban Agriculture at Fairview Gardens for what they do and what they provide to the community and the greater community.

Please approve their project so the CUP Project can move forward.

Sincerely,

Welmoet Glover
416 east Valerio Street
Santa Barbara, California 93101

Goleta, CA

From: Jill Frandsen <jillafrandsen@gmail.com>
Sent: Sunday, June 28, 2026 1:22 PM
To: Brian Hiefield <bhiefield@cityofgoleta.gov>
Subject: Fairview Gardens Design Review Board letter of support

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom it May Concern,

Re: Fairview Gardens Design Review Board

My name is Jill Frandsen, and I am writing in support of the proposed improvements at Fairview Gardens.

I had the privilege of working at Fairview Gardens during the 1990s and early 2000s. During that time, I worked in the farm stand, the farm office, and represented the farm at farmers markets in both Santa Barbara and Santa Monica. These experiences gave me a firsthand understanding of the unique role Fairview Gardens plays in our community.

Over the years, I witnessed countless schoolchildren and families visit the farm to learn where food comes from and to experience agriculture in a meaningful, hands-on way. Fairview Gardens has long served as more than a farm—it is an educational

resource, a gathering place, and a living example of stewardship and sustainable agriculture.

As one of the last remaining working farms in Goleta, Fairview Gardens represents an important part of our region's agricultural heritage. For generations, it has provided fresh food, educational opportunities, and a connection to the land for residents throughout Santa Barbara County.

Like many long-standing community institutions, the farm's infrastructure has aged and requires thoughtful investment to remain viable. I appreciate the careful planning that has gone into this project under the leadership of Michael Ableman. The proposal honors the farm's history while creating the facilities necessary to support its future.

I am particularly pleased to see the restoration of the historic farmhouse and the integration of new buildings, landscaping, and lighting that appear respectful of the site's agricultural character. Educational facilities, agricultural infrastructure, and staff housing are all critical components of a functioning working farm. In particular, staff housing is essential for attracting and retaining the people whose daily efforts sustain the farm and its programs.

This project represents an investment in the future of Fairview Gardens and in the generations of children, families, and community members who will continue to benefit from its presence. I respectfully encourage the Design Review Board to support the proposed design and allow this important work to move forward.

Fairview Gardens has helped shape the way our community understands food, farming, and our relationship with the land. I was fortunate to be part of that story and to witness its impact firsthand. I hope future generations will have the same opportunity. I respectfully ask the Board to support this project and help ensure that Fairview Gardens continues to thrive for years to come.

Thank you for your consideration.

Regards,

Jill

Jill A. Frandsen, LMFT
SB Family Counseling & Wellness
FloraDeva Apothecary

735 State Street, Suite 527
Santa Barbara, CA 93101

June 5, 2026

City of Goleta DRB Members, Staff, and Council,

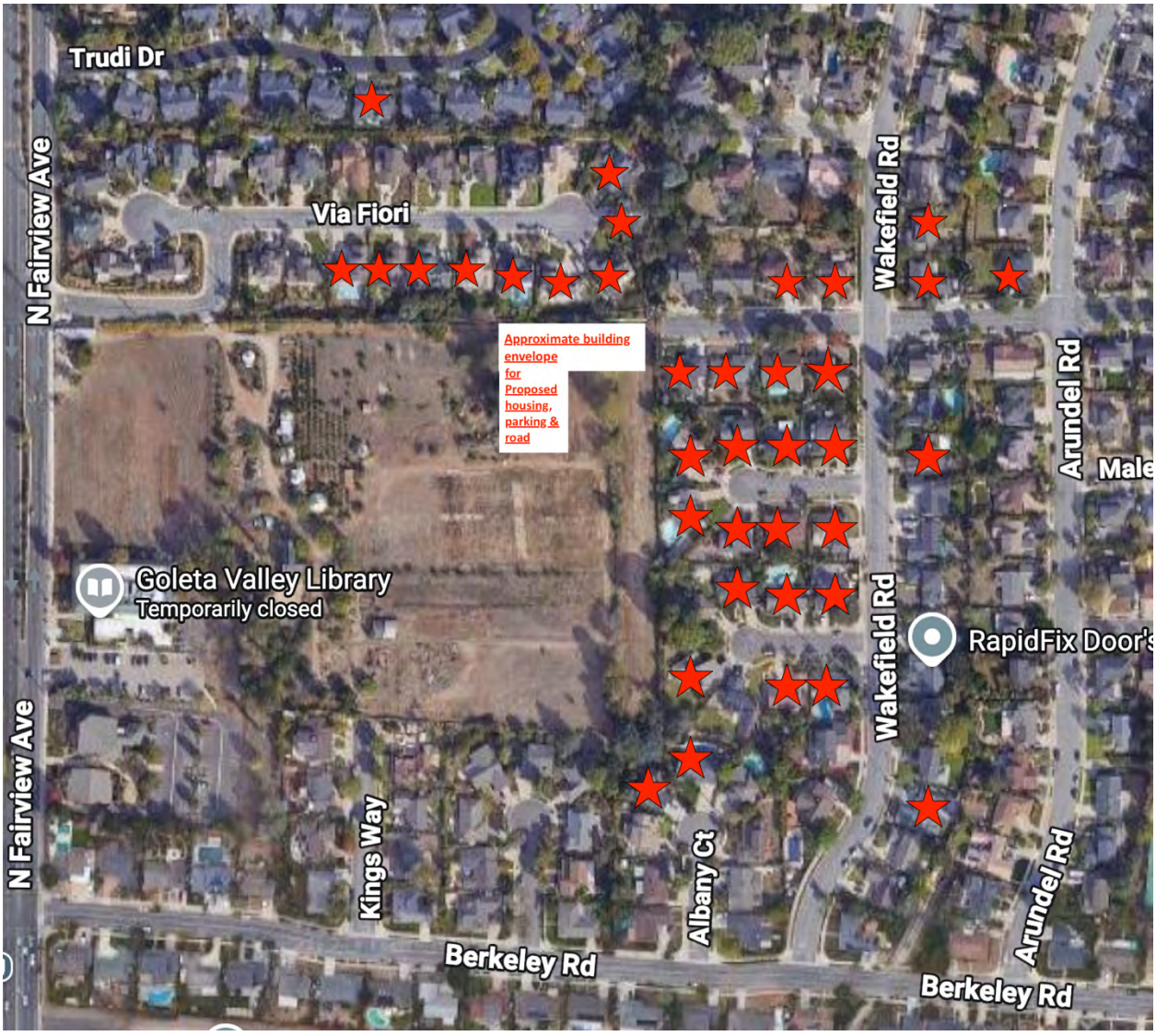
There are neighbors of the Fairview Garden Farm who hold the position that Staff Housing for the farm should not be located in the proposed North East area of the farm. The preferred location would be near the library.
The attached map indicates, with **RED STARS**, 37 homes whose residents hold this position. Each of the following pages has the name, address and signature of those residents

Here is a summary of the names and addresses (of course all are in Goleta CA 93117):

Name	Address
Barry and Kelly Tanowitz	5861 Via Fiori
Thomas and Bertha Aguirre	5855 Via Fiori
Yuan Wang	5849 Via Fiori
Linda and Larry Cobb	5843 Via Fiori
Karin and Jonathan Napel	5837 Via Fiori
Sonny and Rebecca Hudson	5831 Via Fiori
Yang Family, owners of rental at	5825 Via Fiori
Wendy Shelton	5822 Via Fiori
Alan Hoffman	5819 Via Fiori
Miriam and Chad Guenther	5871 Stow Canyon Rd
Steve Takaya	5861 Stow Canyon Rd
Rob and Rene Koke	5852 Stow Canyon Rd
Fatima Silva	5852 Stow Canyon Rd
Rose Norris	5851 Stow Canyon Rd
Eric Heidner	5844 Stow Canyon Rd
Yuju Huang	5843 Stow Canyon Rd
Catherine Young Nance	5850 Connor Lane
Paul Kovacevich	5851 Connor Lane
German Soto	5860 Connor Lane
Josh Schueler	5861 Connor Lane
John and Marybeth Hufford	5870 Connor Lane
Jamie Huthsing	5871 Connor Lane
Margaret Hamilton	5880 Connor Lane
Linda Hurst	5881 Connor Lane
Cya Drew	5852 Marstone Lane
Derek Drew	5852 Marstone Lane
Linda Nelson	5852 Marstone Lane
Katie and Christopher Olsen	5853 Marstone Lane
Ken Jamgochian	5862 Marstone Lane
Eliot Jarvis-Bertha	5863 Marstone Lane
Jim and Jean Smith	5872 Marstone Lane
Douglas Trantow	5883 Marstone Lane
Jake Beahan	452 Wakefield Rd

(Continued)

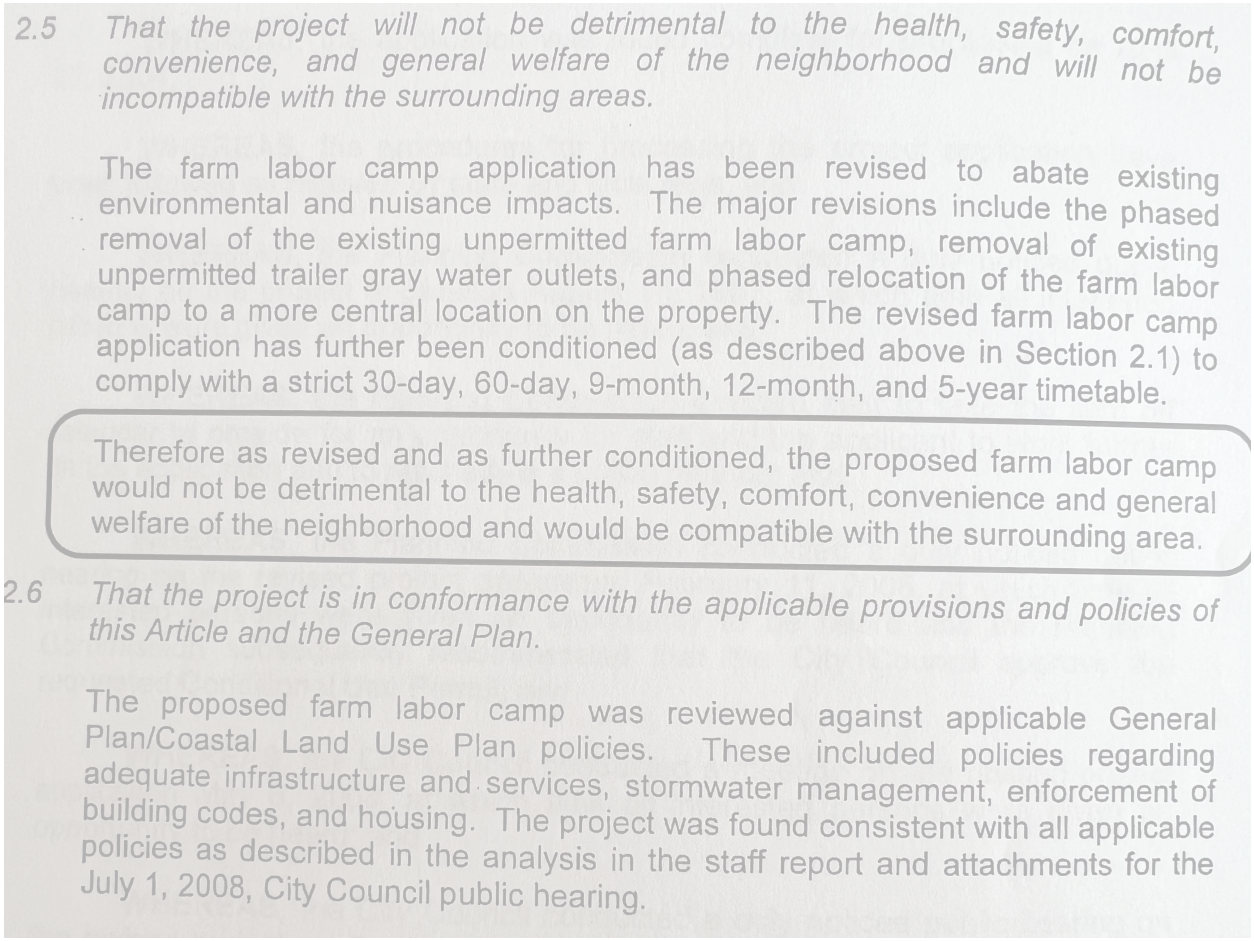
Name	Address
Robert Chyla	550 Wakefield Rd
Claudia Washburn-Chyla	550 Wakefield Rd
Lisa Schwarberg	606 Wakefield Rd
Mark Schwarberg	606 Wakefield Rd
KM Bushnell	612 Wakefield Rd
Chris and Jenelle Clark	609 Arundel Rd
Steve Nelson	451 Albany Ct
Janet Walker	451 Albany Ct
Andrew MacDonald	456 Albany Ct
Christopher Cobb	5949 Trudi Drive



Fairview Gardens

Monday, July 6, 2026 8:41:29 AM

In this City document from 2008 the City acknowledged the unpermitted Fairview Gardens housing was a nuisance and required that it would be relocated along the existing driveway near the farmhouse. Infrastructure (sewer and utilities) was put in place to support the temporary and PERMANENT housing. Permanent housing was not built. Now Fairview Gardens proposes building housing in the location where it was previously a nuisance. How is this fair to neighbors?



2.5 *That the project will not be detrimental to the health, safety, comfort, convenience, and general welfare of the neighborhood and will not be incompatible with the surrounding areas.*

The farm labor camp application has been revised to abate existing environmental and nuisance impacts. The major revisions include the phased removal of the existing unpermitted farm labor camp, removal of existing unpermitted trailer gray water outlets, and phased relocation of the farm labor camp to a more central location on the property. The revised farm labor camp application has further been conditioned (as described above in Section 2.1) to comply with a strict 30-day, 60-day, 9-month, 12-month, and 5-year timetable.

Therefore as revised and as further conditioned, the proposed farm labor camp would not be detrimental to the health, safety, comfort, convenience and general welfare of the neighborhood and would be compatible with the surrounding area.

2.6 *That the project is in conformance with the applicable provisions and policies of this Article and the General Plan.*

The proposed farm labor camp was reviewed against applicable General Plan/Coastal Land Use Plan policies. These included policies regarding adequate infrastructure and services, stormwater management, enforcement of building codes, and housing. The project was found consistent with all applicable policies as described in the analysis in the staff report and attachments for the July 1, 2008, City Council public hearing.

From:	STEVE NELSON
To:	Brian Hiefield; PER Meetings
Cc:	Jennifer Fullerton; Luz Reyes-Martin
Subject:	July 13, 2026 Planning Commission for Fairview Gardens Case No. 25-0001-CUP
Date:	Monday, July 6, 2026 12:23:30 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair Fullerton and Commission Members,

I am writing to submit a public comment on Case No. 25-0001-CUP, the Conditional Use Permit application for Fairview Gardens at 598 N. Fairview Avenue, Goleta. I am a resident of the Goleta community, and I am concerned that this application goes too far and requires significant changes before any approval. This property is zoned AG-1-5 and governed by a recorded Agricultural Conservation Easement requiring all uses to support its agricultural mission. I urge the Planning Commission to hold this application to that standard.

This is not a farm application; it is a venue application on agricultural land, and it must be redefined before any approval.

The application permits amplified music until 10PM on weekends with no enforceable limits at residential property lines. The applicant's own acoustics consultant confirms that concert-level amplification should not be permitted anywhere on this site, and any approval must prohibit it entirely.

The traffic plan depends entirely on parking agreements that can be revoked at any time and requires encroachment permits for events over 195 guests, burdening public streets in a residential neighborhood. The plan and all agreements must be enforceable conditions, with any change triggering City review and public comment.

There is no track record for events at this location or scale, and the applicant's own description of the project as a revitalization concedes the farm has been largely inactive; should the City approve anything, it must begin at the smallest possible scale, with mandatory public review before expansion and the ability to reduce or revoke based on community impact.

The location of the proposed farm employee housing is also a concern. Eight of the nine units are sited in the northeast corner of the property, away from the farmhouse, extending new permanent development into a currently active part of the farm with no explanation given. The City should require the applicant to justify this location or relocate the housing nearer the existing development footprint.

A permit is permanent. It outlives this applicant, this Commission, and this moment. I am asking the City to ensure that what it approves is a farm, because whatever is approved is what this land becomes forever. Thank you for your consideration.

Sincerely,
Steve Nelson
451 Albany Ct.
Goleta, CA

July 7, 2026

TO:

Brian Heifield, Senior Planner, City of Goleta
bhiefield@cityofgoleta.gov

Jennifer Fullerton, Planning Commission Chair

Re: Request that roosters be explicitly excluded in the permit request that lists only the broader categories of "chickens" and "small animals" (Fairview Gardens CUP 25-0001).

***Request that the Planning Commission disallow roosters at FG.**

***Request that the number of hens be limited to 2 dozen**

***Request placement of all chickens (hens) up by the farmhouse and not down in the fields along the drainage ditch (the East/SE/South quadrant).**

Dear Senior Planner Hiefield and Planning Commission Chair Fullerton:

I am writing to ask that roosters be disallowed and explicitly excluded from "chickens" under "small animals" in FG CUP 25-0001. The entry "100 chickens" is vague and, as such, opens the door to roosters.

In addition to opposing roosters on FG, I ask that the number of hens be limited to 2 dozen. A number higher than that is out of scale for the neighborhood. I ask that the placement of all hens be up by the farmhouse and not down in the fields along the drainage ditch (the East/SE/South quadrant).

In the past, between 1/2 and 1 dozen **roosters** have been housed in a **mobile chicken coop adjacent to our fence**. **They crowed from sunset to 3am. I counted the crows at 100 per hour during afternoons.** This constitutes a serious noise nuisance. The noise of dozens of hens outside our gate was also significant and out of scale for the neighborhood.

Your records will reflect the public comment I offered and calls to Fairview Gardens I made during the five-year period **between 2003 and 2008** requesting that the City put a stop to the **nuisance** of roosters.

I and my neighbors are what makes this farm special and is not just small and organic. We are the "urban" in Center for Urban Agriculture.

Based on the information currently available, I believe the applicant has not at all demonstrated that the proposal for “small animals” will operate without creating adverse impacts on neighboring properties or the community.

By reason of the vague and therefore overly inclusive “small animal” portion, and for additional reasons I have communicated with you under separate cover, I respectfully request that the Planning Commission deny this Conditional Use Permit application. Alternatively, if the Commission is inclined to approve the permit, I request that it impose conditions that disallow roosters and limit the number and placement of hens as discussed above.

Please include this letter in the official record for this matter. Thank you for your consideration.

Sincerely,

Janet Walker
451 Albany Court
Goleta, CA 93110
jwalker@ucsb.edu
(805) 896-0430

cc PERmeetings@cityofgoleta.gov
City Council member Luz Reyes-Martin lreyes-martin@cityofgoleta.gov.
Planning Commission Chair Jennifer Fullerton at jfullerton@cityofgoleta.gov

From: ken
To: PER Meetings
Subject: Center for Urban Agriculture. C.U.P.
Date: Tuesday, July 7, 2026 3:14:37 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

"I support the
Center for Urban Agriculture at Fairview Gardens. Please approve their application for the C.U.P so the project can move forward."
Thank you,
Kenneth Henriques
809 Bond Ave.
Santa Barbara, Ca 93103

From: jeff.gill@cox.net
To: PER Meetings; Brian Hiefield
Subject: Fairview Gardens Conditional Use Permit
Date: Tuesday, July 7, 2026 9:29:22 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As a neighbor of Fairview Gardens for 27 years, we have always supported the farm and its activities. However, we strongly oppose their current expansion plans which would significantly impact the surrounding neighborhood.

The main issue that concerns us and our neighbors is;

Programs, Events and Festivals
The frequency (about 90 per year) and size (about 100 – 1500 persons) of these events, including amplified music, would result in increased noise and traffic are too much to ask of our peaceful neighborhood. The project description states, "These events are sited internal to the farm, away from residential neighbors." It should be noted that "away from residential neighbors" needs to be quantified. Our property line is directly across the street from the entrance to the farm, about 30 feet, and is about 90 feet to the proposed site of the barn and event center. Ninety feet is not nearly enough to create a buffer from the source of the noise.

I attended the Design Review Board meeting on June 9 and I'd like to share a comment made by one of the Board members. They said, "the Stow House events are great for the community and I don't see why events at the farm would
be any different." Well, there is a big difference in terms of the impact to the surrounding neighborhood. The distance from the Stow House to the nearest neighbor is about 800 feet. Comparing an 800-foot buffer to a 90-foot buffer is not realistic.

Other issues;

Multi-functional barn
When I looked out from my kitchen window a few months ago and saw they had erected temporary story poles, I was shocked at the size of this barn. We've always enjoyed a nice view but if the barn was built as proposed, it would totally block the view. But the worst part is we would lose our privacy as the second story looks directly into our backyard. I understand the need for a barn, and would support as such, but this is not just a barn, it's also an event center just 90 feet away from our property line.

New Farmstand
A 2500 sq.ft. farmstand is not a farmstand, it's a grocery store. It's bigger than the two-story homes on our street.

I urge the Planning Commission to respect the concerns of the farm neighbors and consider the following;

- **Limit the frequency and size of programs, events and festivals. Consider 10-12 per year. No amplified music. Ending time should be 6-7pm instead of the proposed 9-**

10pm.

- **Scale back the size of the barn and event center. (I hope the members of the Planning Commission got a chance to see the story poles before they were removed.)**
- **Scale back the size of the "farmstand." Consider something like the Lane Farms stand, which is much more in character with a small farm. Closing time should 6pm instead of the proposed 9pm.**
- **Limit the number of persons occupying each of the individual employee housing units.**

I've always loved living next to Fairview Gardens farm. Let's keep it as a farm and educational facility, not an event center.

Jeff & Sharon Gill

From: Pamela Wilkinson
To: PER Meetings; Brian Hiefield
Subject: Support for Fairview Gardens CUP Agenda Item July 13, 2026
Date: Tuesday, July 7, 2026 4:21:59 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Case #: 25-0001-CUP
I support the Center for Urban Agriculture at Fairview Gardens. Please approve their project for Preliminary Design Review so the CUP Project can move forward.

I have been a fan of Fairview Gardens since before it became a non-profit, and before the 12-acre parcel next to it was converted from citrus orchard to a housing complex.

Fairview Gardens is unique in our community, in being a non-profit dedicated to organic agriculture and bringing the community into the workings of a healthy farm. We are fortunate to have them in our community.

Help them with their plan to remain a vital community resource and sustainable non-profit b approve their project and allowing it to move forward.

Pam Wilkinson
1428 W Valerio St
Santa Barbara CA

From: Elizabeth Morse
To: Brian Hiefield; PER Meetings
Subject: Support for Fairview Gardens CUP
Date: Tuesday, July 7, 2026 5:42:49 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

re: Case Number: 25-0001-CUP

Dear Chair Branch and Members of the Planning Commission,

I am writing in support of Fairview Gardens' proposal to restore and expand as a nonprofit educational Center for Urban Agriculture.

I have lived in Santa Barbara for 13 years, but my history here goes back further: I moved to Carpinteria at the age of 12, stayed through UCSB, and returned to be near family in 2013.

I believe I can offer a unique perspective, having lived through a similar proposal and the community reaction it caused. In the early 2000s, in Sleepy Hollow, New York, David Rockefeller proposed turning part of his property into an educational nonprofit to teach regenerative farming to the next generation of farmers.

Sleepy Hollow and the Pocantico Hills are truly tiny towns. At the time, we all worried that approving this farm would mean hordes of tourists coming into town. We hadn't realized it would also mean teaching locals to grow and can food from their own gardens through weekend programs, and teaching our children through class field trips and summer camps.

David Rockefeller listened to our concerns as well, taking steps to reduce the impact on neighboring communities—he capped group sizes and staggered program times to reduce neighborhood traffic

Change can truly be hard. It helped our community to realize that those most resistant, including myself, were often simply the ones most attached to things as they were, and that the surrounding properties were not devalued by their proximity to the farm. Once it was complete, I bought an annual pass and walked the grounds weekly with my children, where they could watch, from a safe distance, the everyday workings of the farm.

We in Santa Barbara are fortunate to have a visionary like Michael Ableman bringing a program of this quality to our community. I look forward to what he and Jeanne-Marie will offer us, and to attending programs at the Center for Urban Agriculture myself. I hope this letter helps a few neighbors open their hearts and minds to what this center will bring to Goleta and Santa Barbara.

I respectfully ask that the Commission approve this proposal.

Sincerely,
Elizabeth Gould Morse
464 Alan Rd
Santa Barbara, CA 93109

From:	Janice Knight
To:	Brian Hiefield; PER Meetings
Subject:	Support for Fairview Gardens CUP, Case Number: 25-0001-CUP
Date:	Tuesday, July 7, 2026 7:09:56 PM
Attachments:	Dear Chair Branch and members of the Planning Commission Board.docx

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair Branch and Planniing Commission Board,
Attached is my letter of support for Fairview Gardens' CUP.
Thank you,
Janice Cook Knight, Santa Barbara

From: MARCY AND MIKE JOCHIM
To: Brian Hiefield; PER Meetings; Jennifer Fullerton; Luz Reyes-Martin
Subject: Fairview Farms: Case No. 25-0001-CUP
Date: Tuesday, July 7, 2026 5:43:48 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commissioners and Goleta City Staff:

We have lived on a cul de sac adjacent to Fairview Farm for the past 39 years. We have always enjoyed the farm (even when it had some annoying roosters crowing at early hours) and have been supportive of its goals as an urban farm and agricultural education center. We were happy with the after school educational programs and summer day camps.

Now, however, we are dismayed to learn of the future plans being submitted to the city of Goleta for approval (Case No. 25-0001-CUP).

We do not support the farm or the use of the farmland for anything other than agricultural and educational purposes. We urge you not to allow the farm to become a large scale event center, drawing crowds, increasing traffic and creating noise into the evening.

As we understand it, the farm is currently zoned for agricultural use. Please do not make any changes in the zoning that would allow the farm organization to become an event venue.

In addition, we urge the Planning Commission to approve the staff housing as originally planned, by the farmhouse where sewer and utilities have already been installed.

Thank you for your attention to this matter.

Michael and Marcy Jochim

428 Danbury Court

From: Josephine Kelly
To: Brian Hiefield; PER Meetings
Subject: Support for Fairview Gardens CUP Case Number: 25-0001-CUP
Date: Tuesday, July 7, 2026 8:52:51 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair Branch and members of the Planning Commission Board,

I support the Center for Urban Agriculture at Fairview Gardens. Please approve their project so the CUP Project can move forward.

Thank you,
Josephine Kelly
601 E Micheltorena St. Unit 59
Santa Barbara, CA 93103

From:	STEVE NELSON
To:	Brian Hiefield; PER Meetings
Cc:	Jennifer Fullerton; Luz Reyes-Martin
Subject:	July 13, 2026 Planning Commission for Fairview Gardens Case No. 25-0001-CUP
Date:	Tuesday, July 7, 2026 11:15:55 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to submit a public comment on Case No. 25-0001-CUP, the Conditional Use Permit application for Fairview Gardens at 598 N. Fairview Avenue, Goleta. I am a resident of the Goleta community, and I value Fairview Gardens and want to see it thrive as a working farm and educational resource. This property is zoned AG-1-5 and governed by a recorded Agricultural Conservation Easement that requires all uses to support its agricultural mission. I urge the Planning Commission to ensure any determination protects that mission.

I am writing specifically on the part of the Permit regarding livestock - in particular, chickens. I'm pleased that the proposal has removed pigs and cattle from their application; they are inappropriate for this tiny farm.

One hundred (100) chickens are allowed under municipal code. This number however does not distinguish between hens and roosters. Anyone familiar with the history of Fairview Gardens is aware that this has been a contentious issue, and a noisy one.

Let's avoid any future friction this issue between the farm and its neighbors and disallow roosters from the permitted 100 chickens. They are not necessary for egg production - the main reason for having chickens: fresh organic eggs for sale! They do nothing for the hens, and they can be a terrible nuisance for neighbors in their proximity. The last time this was an issue there was a flock of 100 that included a dozen roosters. This was totally inappropriate for an "urban farm" yet it took a tremendous effort to be rid of them.

Fairview Gardens can be one of the finest things in Goleta: a real farm, growing real food, teaching real skills, offering great programs, open to all of us. I am asking the City to protect that future by making sure the permit describes a farm and more, but not too much more! Thank you for your consideration.

Sincerely,
Steve Nelson
451 Albany Ct.
Goleta, CA

From: Helena Hill
To: Brian Hiefield
Cc: PER Meetings
Subject: Support for Fairview Gardens
Date: Wednesday, July 8, 2026 11:07:05 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair Branch, and members of the Planning Commission Board,

We are writing in support of Fairview Gardens in hopes that you will approve the project. We support the Center for Urban Agriculture at Fairview Gardens. Please approve their project so the CUP Project can move forward. We have lived in Santa Barbara for over 47 years and have loved Fairview Gardens for all those years. We were saddened when they closed down and elated to find that Michael Abelman had returned with plans to create a teaching garden and more. As long time organic gardeners ourselves, we are very supportive of organic gardens and garden spaces in city limits. Our grandchildren attended Santa Barbara Charter School and for many years we drove them to school and back and would stop at the garden for produce and eggs, when it was still open. We heartily support the project! Please approve!

Best wishes,
Helena and Gary Hill
121 Camino Alto
Santa Barbara
CA 93103
805-453-9687

Sent from my iPhone

From:	Suzy Dahl
To:	Brian Hiefield; PER Meetings
Cc:	Jennifer Fullerton; Luz Reyes-Martin
Subject:	July 13, 2026 Planning Commission for Fairview Gardens Case No. 25-0001-CUP
Date:	Wednesday, July 8, 2026 1:19:36 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear members of the planning commission,

I am writing to submit a public comment on Case No. 25-0001-CUP, the Conditional Use Permit application for Fairview Gardens at 598 N. Fairview Avenue, Goleta. I am a resident of the Goleta community, and I value Fairview Gardens and want to see it thrive as a working farm and educational resource. This property is zoned AG-1-5 and governed by a recorded Agricultural Conservation Easement that requires all uses to support its agricultural mission. I urge the Planning Commission to ensure any determination **protects that mission**.

Nothing in this application requires events to be public or distinguishable from a private wedding or corporate rental, and a farm worth supporting does not operate as a private venue.

A genuine educational farm does not require amplified sound, yet this application permits amplified music until 10PM on weekends with no enforceable limits at residential property lines. The applicant's own acoustics consultant confirms that concert-level amplification should not be permitted anywhere on this site, and the permit should prohibit it. The amplified sound is one of our greatest concerns. It's startling how far the sound can carry, so not only nearby neighbors will hear the sound of loudspeakers or music, but residents' blocks or miles away will hear it too! Not like a free concert... but just annoying thumping of a base amp.

The traffic plan depends entirely on parking agreements that can be revoked at any time and requires encroachment permits for events over 195 guests. Both the plan and those agreements should be enforceable conditions, with any change triggering City review and public comment. Will there be shuttle busses idling in the church or library parking lots - creating noise and sound pollution? This is another big concern for us.

I feel it is important that limitations and rules be set in place today to ensure that future operators of the farm do not develop this into a venue rather than a farm.

Fairview Gardens can be one of the finest things in Goleta: a real farm, growing real food, teaching real skills, open to all of us. I am asking the City to protect that future by making sure the permit describes a farm and nothing else. Thank you for your consideration.

You have been entrusted with the ability to shape or change the landscape of our community. Please consider the words of this taxpayer and community member and Keep Goleta Country and Beautiful.

Sincerely,
SUZANNE L DAHL
451 KINGS WAY
Goleta, CA 93117

From: Brian Hiefield
To: PER Meetings
Subject: FW: Fairview Gardens Support
Date: Wednesday, July 8, 2026 3:42:37 PM

Additional public comment.

Brian Hiefield
Senior Planner
City of Goleta
Planning & Environmental Review Department
Current Planning Division
805-961-7559
bhiefield@cityofgoleta.gov

-----Original Message-----
From: Lee Chiacos <leechiacos@gmail.com>
Sent: Wednesday, July 8, 2026 3:27 PM
To: Brian Hiefield <bhiefield@cityofgoleta.gov>
Subject: Fairview Gardens Support

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Dear B Hiefield, I am writing to you in support of the Fairview Gardens plans. Sadly, the people who have objected to this wonderful opportunity are the ones who need it the most.
Thank you
Lee Chiacos

From: Michel Saint-Sulpice
To: PER Meetings
Subject: Support for Fairview Gardens CUP - Case Number: 25-0001-CUP
Date: Wednesday, July 8, 2026 2:07:01 PM

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Case Number: 25-0001-CUP

Dear Chair Branch and members of the Planning Commission Board,

I have been going to ***Fairview Gardens*** for numerous WORKSHOPS as well as miscellaneous educational Events and for SHOPPING at the FARM STAND since the late 1970's. That's close to 50 years.

Fairview Gardens grows FOOD for the local community and teaches anyone who wants to learn about how to grow FOOD organically. Fairview Garden is a MODEL of urban agriculture in the WORLD for resilience and sustainability.

I honor and respect the concerns of the neighbors adjacent to the Farm. However, these concerns do not apply to A FARM that is a lot more quiet and far less populated than a multi-unit housing project.

Would you be so kind and understanding as to:
• Adopt the City Resolution for Conditional Use Permit (CUP) approval, Final Design Review approval, determine General Plan and Zoning Consistency and Conditions of Approval
• Adopt the City Resolution CEQA Findings/Categorical Exemption

THANK YOU VERY MUCH.
Michel Saint-Sulpice
873 Knollwood Drive
Santa Barbara, CA 93108

From: Brian Hiefield
To: PER Meetings
Subject: FW: Fairview Gardens Planning Commission Item
Date: Wednesday, July 8, 2026 2:07:32 PM
Attachments: image001.png

Brian Hiefield
Senior Planner
City of Goleta
Planning & Environmental Review Department
Current Planning Division
805-961-7559
bhiefield@cityofgoleta.gov

From: Steve Welton <steve@sepps.com>
Sent: Wednesday, July 8, 2026 1:51 PM
To: Brian Hiefield <bhiefield@cityofgoleta.gov>
Subject: Fairview Gardens Planning Commission Item

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Hi Brian,

Will you please add my letter of support for Fairview Gardens to the public record. Thank you!

***

Dear Members of the Goleta Planning Commission,

I am writing in support of Fairview Gardens' Conditional Use Permit to renovate the farm and add new residential units, including eight units for farmworkers, and to permit a limited number of community festivals. I am not a Goleta resident, but I have practiced as a public and private land use planner for over 30 years, and I've followed this farm and its role in the valley for most of that time. I offer this letter as a professional observation, not a resident's stake in the outcome.

Fairview Gardens is not a new use trying to find a foothold in Goleta — it is a 125-year-old working farm, permanently protected by one of the country's first agricultural conservation easements, and one of the few remaining on-farm retail operations in a valley that used to be full of them. It has earned its place in this community, and I think the Commission should weigh that history heavily.

The residential units, including farmworker housing, are consistent with the City's own policies. The Land Use Element's agricultural policies (LU 7 and the Heritage Farmlands protections added by

Measure G) commit the City to preserving agricultural lands and the option of continued agricultural production. LU 7.4 goes further and explicitly permits farmworker housing, limited to workers employed on-site, as a customary and incidental structure on agricultural land — this is not a novel ask, it is a listed, permitted use. It is also worth the Commission's attention that Fairview Gardens previously held an approved entitlement for farmworker housing. To the extent these units restore that capacity rather than create something new, that history should count in the farm's favor. Housing farm labor on-site is also consistent with state policy under the Employee Housing Act (Health & Safety Code §§17021.5–17021.6), which reflects a considered judgment by the Legislature that this housing serves the public interest.

The festivals are a genuine community benefit, and the number being requested is reasonable. Fairview Gardens has spent decades doing more than growing produce — it has run some of the most well-regarded children's educational camps and farm programs in the region, and generations of local families have been through them. The festivals under consideration are an extension of that same mission: they are how the farm tells its story, brings people onto the land, builds community and keeps its educational and cultural role alive. A cap of five per year is not a large ask for an institution of this significance, and it should be evaluated against the benefit it produces, not just its impacts.

The research on small nonprofit farms is consistent: produce sales alone rarely sustain them. A Cornell University survey of successful commercial urban farms found that these operations typically succeed only by diversifying income through agritourism, workshops, and private events — produce sales are usually not their sole source of revenue. UC Davis's Sustainable Agriculture Research and Education Program reports the same pattern nationally: income diversification is what allows small farms to absorb the seasonal swings and market volatility that would otherwise sink them. Fairview Gardens' own restoration campaign — which includes an endowment fund explicitly intended to buffer the farm against the economic fluctuations of farming and educational programming acknowledges this reality. Festivals are one of the few tools available to a farm this size to fund its own survival. We can’t pretend the farm can sustain itself on vegetable sales alone.

I understand and respect that neighbors have concerns about traffic, noise, and parking from added events and residents, and those concerns deserve a serious answer, not a dismissal. However, most of us live near important institutions – churches, parks, museums and being part of a community means accepting what comes with it. These are the kind of impacts a CUP is built to manage — through conditions of approval on timing, frequency, noise limits, traffic management, and parking — not reasons to deny an institution this significant. In my 30 years doing this work, I've seen legitimate neighbor concerns addressed through well-drafted conditions many times and I'd ask the Commission to take that same approach here. Staff and the applicants have worked hard at addressing the potential impacts and the conditions of approval are strong and enforceable. The greater good served by keeping Fairview Gardens financially viable, agriculturally productive, and open to the community outweighs the manageable impacts of a handful of festivals a year.

Fairview Gardens' mission and its workforce housing commitment both deserve the Commission's support, and I hope you will approve this CUP.

Sincerely,
Steve Welton, Land Use Planner
Santa Barbara

Steve Welton
Principal Planner

SEPPS
EST. 1994

1625 STATE STREET, SUITE 1
SANTA BARBARA, CA 93101
PH: 805-966-2758 x 111
www.sepps.com

From: Fry Family
To: PER Meetings
Cc: Brian Hiefield
Subject: Fw: Comments to Draft Conditional Use Permit (CUP) 25-0001, Fairview Gardens
Date: Wednesday, July 8, 2026 8:48:22 PM

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Good Evening Goleta Planning Commission,

1. I believe that the annual number of staff and visitors the City is considering allowing onto Fairview Gardens would be a significant impact to the surrounding area that should be mitigated before approving the CUP.

Excluding the impact of the proposed residential units (unknown maximum occupancy), the maximum number of persons being considered to be allowed onto the property appears to be 78,500 annually. If these limits are approached, I believe that there will be negative impacts to the surrounding neighborhood (e.g., traffic, parking, noise, etc.). A CEQA Neg Dec doesn't seem appropriate.

Regarding the proposed residential units, I'm concerned that the support documents provided by the applicant (Traffic Study in particular) don't address the possibility of occupants in excess of anticipated (29 trips per day seems unrealistic if 20-30 persons are living in the 9 units). The Traffic Analysis, and City Notice of Exemption, all fail to address the possibility of many more occupants than presented by the applicant.

2. I am also concerned about Animal Keeping. In past years, Fairview Gardens raised chickens in a portable coop, and had a single rooster. The rooster crowed at all hours, and depending on the placement of the coop, would occasionally wake me as I live one block away. Other neighbors had more acute problems.

I wonder what 26 pigs or cattle would sound and smell like if they were located to adjacent properties, and their impact to the local watershed, and air quality? If approved as proposed, this could be a significant future issue with a number of neighbors, such as the Library, depending on where the Animals would be housed. I note that the location of the 26 pigs or cattle do not appear to be specified on the CUP application, so I assume as presented, these animals could be housed anywhere on the property.

Furthermore, it appears that neither the Stormwater Control Plan (12/24) nor the Air Quality Assessment (12/25) address the potential impact of any farm animals. My impression is that raising cattle and pigs have been forced out of urban areas because of their negative impacts.

3. I also feel that the amplified music allowance associated with the proposed 10 pm Sunday curfew doesn't align with a residential neighborhood consisting of families having young children who will be attending school the following morning. I appreciate that this is probably a City regulation that the Commission is simply adhering to, but I wanted to take the opportunity to comment.

I'd like to end this email with my observations of how Fairview Gardens operated in the past, and compare them to how I see what is proposed for the future. Maintaining the character of Fairview Gardens as an urban farm operations appears to be a significant goal, but when the proposed plan is compared to previous operations, I see significant differences. For example;

Past Operations (annual)
Events - 8-20 events annually with 50 - 400 persons = 8000 persons
CSA Retail - Unknown (5000?)
Staff & Family Residences - Unknown? (50 persons/year)
Timing - Generally finished by sunset, without amplified music
Animal Keeping - Unknown (50 chickens + 1 rooster?)

Proposed Operations
Events (Programs, Events, Festivals) - 78,500 persons
CSA Retail - Unknown (25,000?)
Staff & Family Residences - Unknown? (100 persons/year)
Timing - Various start times ending at 10 pm, with amplified music. Days are unclear, but would include Sundays.
Animal Keeping - 100 chickens, plus 26 pigs, cattle, goats or sheep

Best Regards
Craig Fry
5929 Berkeley Rd.
Goleta, CA 93117

Good afternoon, Chair and Members of the Board. My name is Linda Cobb, and I reside on Via Fiori.

I am here today to address the severe architectural and site planning incompatibilities regarding the proposed staff housing.

By the applicant’s own admission, the proposed multi-unit housing complex does not blend with the historic farmhouse. To hide this mismatch from the street, they are inappropriately placing this high-density complex directly against our residential property lines.

I must challenge the staff report’s conclusion on Page 12. The report claims our privacy is protected because the buildings are 40 feet away, treating it like a standard single-family setback. This overlooks the massive difference in scale. A 40-foot buffer might work between two houses, but it is entirely inadequate to shield a quiet residential neighborhood from an 8-unit, 16-bedroom complex.

Furthermore, this site plan ignores the City’s own established precedent. Fairview Gardens wants to combine all open permits, but fails to mention the one officially approved: Case No. 08-111-CUP.

That permit resolved unpermitted site impacts in the exact same northeast area they are targeting today. Through Resolution 08-27, the City legally required housing to be located strictly within a "development envelope near the farmhouse." The text explicitly states: "the structures may be temporary or permanent." The City deliberately moved housing away from our property lines "to abate existing environmental and nuisance impacts." This was a strategic mandate: by clustering the staff housing near the

farmhouse, the City ensured full-time oversight of staff activities to successfully mitigate those disturbance issues. The City concluded that only with this centralized, managed placement, would the housing be compatible with the surrounding neighborhood.

We are not against agricultural staff housing. We simply ask this Board to reject a proposal that fails on both fronts: its incompatible architecture and its improper site layout. Please require the applicant to comply with the City's previously approved, centralized development envelope. This is not just my concern—over 40 neighbors have signed a petition echoing these requests.

Thank you for your time.

From: FarmNot Venue

To: PRR Meetings
Cc: Cary Pennimanj; Anne Miller; Rita Sendejo; Katie Hayward; 3fallertonfolkofpasta.com
Subject: Fairview Gardens 25-0001-CUP housing placement: Save the SOIL Now!!!
Date: Thursday, July 9, 2026 8:32:00 AM

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Fairview Gardens Housing needs to be away from residential property lines and closer to already trenched sewer and other utilities (Let's Save the Soil) options:

1. Building envelope already approved for housing in 2008.
2. Near library.
3. Replacing round yurts they use for dwellings and other small buildings near yurts ... such as Composting toilet building.



LAW OFFICE OF ALYSE M. LAZAR
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Thousand Oaks, California 91362

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May 29, 2026

Senior Planner, Brian Hiefield
Peter Imhof, Director Planning & Environmental Review
City of Goleta City Hall
130 Cremona Drive
Goleta, California 93 117
[via email to bhiefield@cityofgoleta.gov; pimhof@cityofgoleta.gov]

Re: Fairview Gardens CUP, 598 N. Fairview Avenue (25-0001-CUP)

Dear Mr. Hiefield and Mr. Imhof:

This letter is submitted on behalf of Ron Cortez, the owner of a residence located at 5876 Via Fiori in Goleta regarding the proposed revised Fairview Gardens project located directly south of the Cortez property. Along with my prior letter to you dated April 3, 2025, we request these correspondences and attachments be included and considered as comments in opposition to certain aspects of the project.

This letter focuses on three issues. First, due to the extensive changes and expansion of this project compared to what was envisioned when the City's 2006 General Plan was adopted, some type of environmental review is required because the relied upon exemptions do not apply. Second, the City must incorporate into the conditions attached to the CUP the specific provisions required as a result of the settlement agreement entered into with Mr. Cortez, Fairview Gardens and the City in November 2008, a copy of which was provided to you on April 3, 2025. Finally, we request that the City study certain alternatives and revisions to some of the aspects of the project in order to lessen the environmental impacts (noise, light, odors, and traffic) as well as making the property's use more consistent with the surrounding community character as a quite urban residential area.

CEQA Review and Analysis is Required Before Project Approval

The City has identified four possible CEQA exemptions (Sections 15322, 15323, 15062(b) and 15183(a)) enabling it to bypass any review and public disclosure of the reasonably foreseeable environmental impacts of the project prior to approval of the CUP. We disagree with this conclusion. The application of these exemptions is erroneously based on the assumption that the

project is sufficiently similar to the existing uses of the property so that the proposed changes could not have any environmental consequences of significance as defined by CEQA.

Section 15322 only exempts projects that consist of educational or training programs with "no physical changes" to the property. Based on the description of the educational programs to be presented to students of all ages and adults on weekdays, weekday nights and weekends throughout various locations on the property including teaching facilities in the expanded farmhouse, a new education pavilion, and about 1,100 square feet of multi-purpose space in a new service barn, physical changes to the property are required for the education component.

Section 15323 serves an exemption only for public gatherings that have had the "the same or similar kind of activity" occurring on the property for at least the past three years and "there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility." In fact, the "occurrence" of the public events that are proposed for the expanded facilities and expanded use of the property are significantly greater than historical use. The plan proposes 68 events with up to 750 people attending eight of them, five weekend long festival events with 800 to 1,500 attendees, and ongoing adult and student programs that could occur daily with up to 100 members of the public in attendance. A drastic change to the current use of the property.

The "common sense" exemption set forth in Section 15061(b)(3) only applies to projects "Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The project description itself belies this point in that it states that the applicant prepared a traffic/parking study which has not been disclosed to the public. The content and conclusions of such a study are subject to public review and comment and, if corrections are warranted due to a faulty assessment of this issue, it could result in significant impacts requiring mitigation. Moreover, the project calls for 9 housing units and up to 35 staff/volunteers for events, yet only 46 parking spaces which will not even accommodate basic staffing. It has identified a maximum of 197 off-site spaces that may be available during events depending on the time period, but does not explain how it will handle the traffic for the 800-1,500 attendee festivals other than claiming that limiting the events to weekends will somehow "avoid traffic and parking impacts within the community".

Similarly, the fact that the applicant has agreed to comply with the city's noise ordinance by ending amplified noise by 10 p.m. does not support the claim that there will be no community impacts from ambient noise.

Section 9.09.010 of Goleta's noise ordinance states that its purpose "is to preserve the public peace and comfort of citizens of Goleta from the unwarranted noise and disturbances, of including, but not limited to, that of amplified music played in or out of doors" after certain hours. This ordinance also prohibits noise that constitutes disturbing the peace based on numerous factors including the volume, intensity, continuousness of the sounds including background noise from hundreds of guests/vehicles, and the proximity to" residential sleeping facilities" and the area's zoning. Consequently, the impacts of ambient noise from all of the

activities contemplated to occur on the property year-round, must be studied to determine if any other factors of the City's noise ordinance could foreseeably come into play creating a significant impact on the neighboring community.

Additional issues requiring CEQA review are ambient lighting and offensive odors. The vast expansion of use and facilities and plans to have traffic enter and egress the site into a residential area after dark could foreseeably increase impacts to local residents and the peaceful enjoyment of their homes to a significant level. The project calls for the introduction of a large volume of livestock including 100 chickens and 26 large animals (goats, sheep, pigs, cattle).

The final exemption claimed under Section 15183 is that the project is consistent with a community plan. Applicant argues that this exemption applies because the activities proposed at Fairview Gardens were contemplated and analyzed in the City's General Plan (2006) and associated adopted FEIR. In fact, it was not until 2015 that applicant sought to obtain a Conditional Use Permit for all the facilities and uses in this application. Such an extensive use and development of the property was neither known, nor disclosed in 2006 and therefore, the argument that the environmental impacts of this project were studied during the General Plan amendments is not supported by the evidence. It is clear that this is no longer a "visitors' center" for the community. The cumulative impacts from an annual Festival (1,500), four Quarterly Festivals (800 each), four fundraisers (500), four seasonal events (500), four open houses (750), eight lectures (500), six farm field days (250), sixty farm-to-table dinners per year, and daily programming must be assessed in an environmental document.

<u>The Provisions of the Settlement Agreement Imposing Obligations on Fairview Gardens Must Be Included in the Conditions of the CUP</u>

Mr. Cortez's property is uniquely situated due to its location at the Stow Canyon/ Fairview corner with site traffic passing in front of his home and the event center to be sited in his direct viewshed. Due to the foreseeable detrimental impacts to his property from a much scaled-down project proposal, Mr. Cortez initiated litigation against the City and Fairview Gardens (Santa Barbara County Superior Court Case No. CIV. 1301893, *Cortez v. City of Goleta et al.*) which resulted in all parties entering into a settlement agreement in November 2008. Now that the project has not only been resurrected but greatly expanded, the terms of the agreement, which are binding on the City and applicant must be enforced through inclusion as conditions of the CUP.

Mr. Cortez has already fully complied with the requirements imposed upon him in the settlement agreement namely to dismiss the litigation, waive all claims and not oppose the annexation of Fairview's project to the Goleta Sanitary District by the Santa Barbara County Local Agency Formation Commission ("LAFCO") in any manner. Without such annexation, the current proposed project would not be possible.

It is therefore incumbent upon the City to require and fully enforce upon Fairview Gardens all of the settlement agreement conditions both as a pre-requisite to the construction phase and as an ongoing condition during the life of the CUP and any renewals.

The relevant language of this agreement is as follows:

Mitigation of Cortez Viewshed through Green Screening:

1. As a condition of Phase IV of the development of the project pertaining to the construction of temporary farmworker housing on site, Fairview agrees to screen the farmworker housing and accessory buildings from view from the ground level of the Cortez residence located at 5876 Via Fiori, Goleta, California 93117, County of Santa Barbara ("Cortez property"), by planting or other landscaping installed and maintained by Fairview. Such landscaping may include, at the discretion of Fairview Gardens, berms, trees, shrubbery or other landscaping features located anywhere between the Cortez residence and the farmworker residences, including but not limited to landscaping measures approved by the City's Design review Board. The landscaping shall be installed and maintained in such a manner and of such quality and variety as to insure that the farmworker housing will be entirely screened from view form the ground level of the Cortez property to the maximum extent possible. Maximum extent possible shall consider the long-term nature of Phase IV that will last at least four years. Cortez agrees to cooperate with Fairview in providing reasonable access to his property to enable compliance with this provision. Upon completing Phase IV, Fairview agrees to provide Cortez with written notice stating that the conditions set forth in this paragraph B.1 of the settlement agreement have been completed and providing Cortez the opportunity to inspect the work that is performed in Phase IV to satisfy the terms set forth in this paragraph B.1 of the settlement agreement.

2. As a condition of Phase V of the development of the project pertaining to the construction of permanent farmworker housing on site, Fairview agrees to screen the farmworker housing and any accessory buildings related to the farmworker housing from view from the ground level of the Cortez residence by planting or other landscaping installed and maintained by Fairview. Such landscaping may include, at the discretion of Fairview Gardens, berms, trees, shrubbery, or other landscaping features located anywhere between the Cortez property and the farmworker residences, including but not limited to landscaping measures approved by the City's Design Review Board. The landscaping shall be installed and maintained in such a manner and of such quality and variety as to insure that the farmworker housing will be entirely screened from view from the ground level of the Cortez property. Cortez agrees to cooperate with Fairview in providing reasonable access to his property to enable compliance with this provision. Upon completing Phase V, Fairview agrees to provide Cortez with written notice stating that the conditions set forth in this paragraph B.2 of the settlement agreement have been completed and providing Cortez the opportunity to inspect the work that is performed in Phase V to satisfy the terms set forth in this paragraph B.1 of the settlement agreement.

It is noted that the crucial language of these conditions is the location of the landscaping to protect Mr. Cortez' viewshed, not which buildings are placed in those locations on the Fairview side.

Alternatives To Reduce Community Impacts

We reserve the right to comment upon these issues further once all documents are released to the public including, but not limited to, any and all traffic, lighting and noise studies. Nonetheless. We request the City to consider the following proposals prior to submission of this project to the Planning Commission which would foreseeably reduce some of the negative impacts to Mr. Cortez' neighborhood.

1. Modifying Traffic Circulation and Parking Restrictions

It is understood that the property must have two entrances/exits for safety purposes. As a result of this second entrance, it is imperative that Fairview be required to pay for posting of no parking/tow zone notices, towing, and issuance of permits to neighborhood residents only for on-street parking during events as a condition for the safety of these residents. Additionally, the Stokes Canyon driveway should have temporary blockades and only used by emergency vehicles, residents and staff during any and all events for which parking cannot be completely accommodated on-site. The roundabout for drop-off and pick-up should be accessed solely by the driveway adjacent to the library. The lining up of cars on Stow Canyon to access the property creates serious safety concerns for the community and cannot be allowed as a convenience to the City when there is a viable alternative.

2. Noise Abatement Modifications and Conditions

It is noted that the City's noise ordinance appears to allow private property owners to have amplified noise on their property on occasion up until 10 p.m. However, the quantity and extent of the activities to be held on Fairview Gardens requires permitting from the City and therefore the City has the right to condition these activities in a manner that takes into consideration the disturbing the peace provisions of the noise ordinance. Therefore, as has often been done in Conditional Use Permits for outdoor events in the neighboring County of Ventura, we recommend that all amplified noise be continuously monitored by electronic equipment during events to make sure it is not audible to neighbors in their yards and homes and that contact information of a responsible person on site is provided to all residents to enable immediate corrective action. Also, all amplified noise should end by 9 p.m. with all guests leaving the site by 10 p.m. because the ambient noise from persons and traffic at many of these events will be significant and would potentially violate the noise ordinance if occurring after 10 p.m.

3. Implementation of Odor Control Requirements

With the introduction of large quantities of poultry and large farm animals in a residential urban area, it is appropriate to study this issue and determine the potential community impacts. Mitigation measures must be included to minimize the smells from the livestock operations especially when the winds blow towards the residential area.

Before this matter proceeds to hearing before the Planning Commission, we request that an Initial Study and preparation of the appropriate CEQA documents occur to enable the informed decision making required for this project.

Respectfully submitted,

Alyse M. Lazar

Alyse M. Lazar
Attorney at law

Cc: Robert Nisbet, City Manager, rnisbet@cityofgoleta.gov
Ron Cortez, rscortez.41@gmail.com

From:	Doug Trantow
To:	Brian Hiefield; PER Meetings
Cc:	Jennifer Fullerton; Luz Reyes-Martin
Subject:	July 13, 2026 Planning Commission for Fairview Gardens Case No. 25-0001-CUP
Date:	Thursday, July 9, 2026 10:06:50 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to submit a public comment on Case No. 25-0001-CUP, the Conditional Use Permit application for Fairview Gardens at 598 N. Fairview Avenue, Goleta. I am a resident of the Goleta community, and I am concerned that this application goes too far and requires significant changes before any approval. This property is zoned AG-1-5 and governed by a recorded Agricultural Conservation Easement requiring all uses to support its agricultural mission. I urge the Planning Commission to hold this application to that standard.

This is not a farm application; it is a venue application on agricultural land, and it must be redefined before any approval.

The application permits amplified music until 10PM on weekends with no enforceable limits at residential property lines. The applicant's own acoustics consultant confirms that concert-level amplification should not be permitted anywhere on this site, and any approval must prohibit it entirely.

The location of the proposed farm employee housing is also a concern. Eight of the nine units are sited in the northeast corner of the property, away from the farmhouse, extending new permanent development into a currently active part of the farm with no explanation given. The City should require the applicant to justify this location or relocate the housing nearer the existing development footprint. My understanding is that a Fairview Ave location was approved in 2008? Also, this new location would require a reopening of Stow Canyon Road and a bridge across the creek?

A permit is permanent. It outlives this applicant, this Commission, and this moment. I am asking the City to ensure that what it approves is a farm, because whatever is approved is what this land becomes for good. The farm stand has not been open for over 3 years and I have not seen much farming happening at the site. My house, which my family has owned since 1966, is directly East of the farm, and I have witnessed the farm manger lie to my face and the SB County representative. This is not good, and not in accord with the neighbors wishes.

Thank you for your consideration.

Sincerely,
Douglas William Trantow
5883 Marstone Lane
Goleta, CA 93117

July 9, 2026

TO: Jennifer Fullerton, Chair
City of Goleta Planning Commission

FROM: Janet Waker and Steve Nelson
451 Albany Court, Goleta, CA 93117

RE: Summary and Explanation of our letters to you regarding Fairview Gardens CUPs 21-0001 and 21-0003 (and any others related to these CUPS)

Dear Chair Fullerton:

I am writing to summarize and explain why we have written several letters to you. I'm a bit sheepish about the number. But it's hard to describe the significant impact these proposed plans may make on our lives – I've struggled to do that.

In any case, we greatly appreciate the opportunity to write and be heard, and thank you for your attention.

We are concerned about Fairview Gardens' major development plans (proposed in the CUPs listed above). First, the scale is overblown for this tranquil neighborhood.

Second, more specifically, the proposed impact on our home and family is unique due to:

*the unique position of our home relative to the Farm
*the history of our interactions with the Farm
*the Farm's failure to include neighbors in the planning process that has been going on for years

I. Our home is located in the Southeast corner of the Farm. It abuts both a farm field and also a small unused area on the side of the ditch as it flows into a cement culvert between our home and the one next door.

The ditch-side area immediately across fence has been a gathering place and noise nuisance. We are very worried that with the newly huge number of planned activities and unplanned events, guided and self-guided tours, attention drawn to the ditch, and people living on the Farm that the noise nuisance and the problem of people literally at our gate will exacerbate.

Also, the area presents a safety hazard due to rushing waters during and after rain, ditch depth in that spot, and erosion. And it's a fall hazard.

Another letter we wrote to you is about roosters. This seems funny and people can't help but laugh. Even *National Geographic* in 1995 mentioned chirped that "some of the neighbors didn't like the roosters" (or words to that effect). Yet we the neighbors were inordinately and adversely affected when a mobile chicken coop with more than half a dozen roosters and perhaps one hundred hens was moved to the lower SE field. The roosters crowed 100 times per hour (I counted) from 3am to sunset.

This is not a problem for people living beyond earshot of the farm, who may enjoy colorful roosters when visiting. As Planning Commission records show, this was a problem for Farm neighbors.

II. History: Over the last 28 years we have attended a number of events at the farmhouse including a small dinner. We have donated to the Farm for tree planting.

That said, when we tried to work with Michael Ableman to mitigate the noise of the roosters, he responded (this is a direct quote): "I have no interest nor any obligation to work with the neighbors."

There are many other such examples that I won't go into for all our sakes.

III. We now know that these CUPs have been in progress since before the December 2024 date of the Master CUP 21-0001. We and most of our neighbors found out about the plans only a few months ago and by chance rather than through a notification from the city.

We have not had not had a seat at the table.

If it weren't for us, Fairview Gardens would be merely a small organic farm. Because of us, it has called itself the Center for Urban Agriculture at Fairview Gardens.

I am extremely concerned – even fearful for historical reasons – that the Farm will not do right by the neighbors.

We ask the Planning Commission to protect and steward our and our neighborhood's tranquility.

Sincerely,



Janet Walker and Steve Nelson

July 9, 2026

TO: City of Goleta Planning Commission
Jennifer Fullerton, Chair

PERmdeetings@cityofgoleta.gov

FROM: Janet Waker and Steve Nelson
451 Albany Court, Goleta, CA 93117

RE: **Concern about proposed changes to the drainage ditch ("watershed" according to Fairview Gardens) and areas along and near the ditch and cement pipe it flows into, per Fairview Gardens Master CUP 21-0001 and 21-0001 (and any other relevant CUPS) due to flooding risk to our home.**

Dear Chair Fullerton and Members of the Planning Commission:

Our home is located at the SE corner of Fairview Gardens. **Our home flooded in 1998** (we were in escrow) when the water in the drainage ditch running through the farm spilled over its sides at the point where it enters the underground cement pipe between our house and the one next door. Water ran through our yard and into the house.

After that we changed our backyard landscaping to direct any water around the house and out to the street.

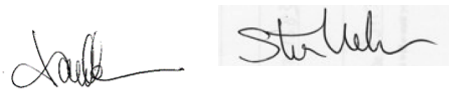
No flooding has occurred since then.

We are concerned by the Fairview Gardens proposal via CUPs 21-0001 and 21-0003 (and any other relevant CUPS) to alter the drainage ditch that it terms a "watershed."

We respectfully ask the Planning Commission to make sure that any changes Fairview Gardens makes to the ditch are fully responsible, studied, expert, and monitored by a third party so that our home doesn't flood again.

Thank you for your consideration.

Sincerely,



Janet Walker and Steve Nelson'

Cc Brian Hiefield bhiefield@cityofgoleta.gov

Jamie Hall jamie.hall@channellawgroup.com

From: STEVE NELSON
To: Brian Hiefield; PER Meetings
Cc: Jennifer Fullerton; Luz Reyes-Martin
Subject: July 13, 2026 Planning Commission for Fairview Gardens Case No. 25-0001-CUP
Date: Thursday, July 9, 2026 11:03:25 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair Fullerton and Commissioners,

I write with serious concerns about the Fairview Gardens CUP:

There is much to admire and be excited about in the proposal: great community events and programs, especially for children, including Pre-K programs, after school, and camps. Kudos to the architectural team for their great work. This will once again be a great resource for the community; I look forward to buying produce at the farmstand like I used to.

But…

44,600.

That is a number. Not a huge number in some contexts, but as the total number of annual visitors to Fairview Gardens it is very significant.

There is a world – or some version of the project description (the last one I received) - where if you line out every event proposed in the Fairview Gardens CUP, the frequency and maximum attendance, that is the number I crunched – not even including youth programs and tours.

If we were talking about the Big Box it wouldn't such a scary number. However, this is a small 12.23 acre urban farm, surrounded closely on three sides by residential neighborhoods, with extremely limited onsite parking.

Then there are the big ones, Events & Festivals: Farm Field Days, Seasonal Events, Annual Farm Festivals, Quarterly Festivals, Fundraising Events, up to 1500 guests as many as 19 times per year, making for some 20,600 attendees. These are large, over-scale events featuring amplified music until 9 pm. And the Farm to Table meals, lectures, and workshops. My math may be off, it is harder than it should be to decipher the tables we see; but however you count, the figures are large.

Taken individually or by category this might be conceivable, but the aggregate is much more than the quality of life in this tranquil neighborhood can bear. Traffic, noise, large numbers of people, amplified music into the night right outside our homes.

I understand that these are numbers that might not ever be reached in real life, I know the Rolling Stones won't be performing here, as per Michael Ableman's comment at the DRB meeting; what concerns me is what's written into the permit, and that might as well be written in stone. As a 28-year back fence neighbor I consider myself a stakeholder here; these programs must be reduced to a level that is acceptable to the surrounding community.

I ask for a drastic reduction in the size and frequency of these many oversized events, strong limits on amplified music with established decibel levels set and third-party monitored, with appropriate mitigation, no amplified music past 7 pm in any case.

Fairview Gardens is a farm with an educational and community outreach and service mission – this is admirable and a benefit to all. There are so many great elements in this proposal. Let's make it the wonderful place we want it to be, one that we can ALL live with – not an event venue.

Thank you for your consideration.

Respectfully,

Steve Nelson
451 Albany Ct.
Goleta, 93117

From: Mark Simonitsch
To: Brian Hiefield; PER Meetings
Subject: Support for Fairview Gardens CUP
Date: Thursday, July 9, 2026 2:29:38 PM

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Case Number: 25-0001-CUP

Greetings Chair Branch and members of the Planning Commission,

Please vote favorably for the Center for Urban Agriculture at Fairview Garden proposal.

Goleta is a gem of a community in which to live. My home is 1000 yards from the farm and the library. Having two upgraded educational institutions in close proximity to one another will be wonderful for young and old citizens.

As we push towards a world dominated by A I our children need to understand by personal learning and experience how essential growing and eating healthy food is. The mysterious source of our food will be discovered by generations of children who participate in the farm's educational programs. An additional benefit for children visiting a working farm is to acquire a sense of the physical effort required to bring food to the table. They will learn to appreciate the work involved to grow food is invigorating and gratifying.

Many American cities would like to have the opportunity of a conveniently located community farm as this is. I urge you to approve the Fairview Garden CUP.

Sincerely,

Mark Simonitsch

5900 Encina Rd, Unit # 3, Goleta, CA

From: FarmNot Venue
To: PER Meetings
Subject: FG provides 5 foot "slap in the face" to neighbors
Date: Thursday, July 9, 2026 12:45:53 PM

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Buildings/ Units

- Nine new residential units on site. Eight two-bedroom deed-restricted affordable worker/employee dwellings units varying in size from 855-890 sq. ft. are proposed in the northeastern portion of the site for farmworkers/employees and their families, and one market rate unit is proposed within the existing farmhouse building. No short-term rentals would be allowed in either residential unit type. Residents-only access to the eight two-bedroom dwelling units is proposed off of Stow Canyon Road (east) and will not create any through access. A gate is proposed after the required fire turnaround to prevent through traffic. *Since the DRB meeting, the applicant has shifted the location of these units about 5' further to the south.*
- Renovation and adaptive re-use of the Fairview Gardens historic farmhouse

Sent from my iPhone

The Land Trust
FOR SANTA BARBARA COUNTY

OUR MISSION

THE LAND TRUST FOR SANTA BARBARA COUNTY CONSERVES NATURAL RESOURCES, AGRICULTURAL LAND AND OPEN SPACES FOR THE BENEFIT OF PRESENT AND FUTURE GENERATIONS.

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July 9, 2026

Planning Commission
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

Re: Public Comment on Agenda Item B.1 - Fairview Gardens Conditional Use Permit Project

Dear Chair Miller and Members of the Planning Commission,

The Land Trust for Santa Barbara County appreciates the opportunity to provide comments in support of the Fairview Gardens Conditional Use Permit.

The Land Trust holds the Agricultural Conservation Easement over Fairview Gardens. As easement holder, the Land Trust has an independent responsibility to review proposed uses and improvements for consistency with the easement and the conservation values it protects. Our role is distinct from the City's review of the Conditional Use Permit, including the operational conditions needed to implement the project.

Fairview Gardens is one of the most important urban agricultural properties in Santa Barbara County. It is a working organic farm, a local food resource, an educational landscape, and a long-standing community institution. The 1997 baseline prepared at the time of the conservation easement describes Fairview Gardens as an active organic farm producing a wide variety of fruits and vegetables, feeding hundreds of families, employing farm staff, distributing produce through local channels, and serving as a community and education center with tours, workshops, internships, lectures, concerts, and educational programs.

That history is important. The conservation easement was not created to preserve Fairview Gardens as a quiet or passive open space property. It was created to protect an active organic farm with a public-facing educational and community role. The question is how to ensure that Fairview Gardens' agricultural, educational, and community-serving uses are managed in a way

that supports the farm and remains compatible with the surrounding neighborhood.

The Land Trust also wants to acknowledge Michael Ableman's extraordinary leadership and contributions to Fairview Gardens and to the broader movement for urban agriculture, local food, and farm-based education. His work has helped define Fairview Gardens as a place where farming, education, ecology, food, art, and community come together. His vision and persistence are a major part of why Fairview Gardens continues to matter so deeply to Goleta and the wider Santa Barbara County community.

The Land Trust supports the proposed project as an important step toward sustaining Fairview Gardens as a living, working farm. The project would formalize agricultural operations, educational programming, farmstand sales, farmworker and employee housing, public programming, events, and the physical improvements needed to support those uses. We also appreciate that the applicant has continued to refine the project in response to Design Review Board comments, including pedestrian circulation, site design, farmworker housing, farmhouse access, and the visual character of the barn.

The Land Trust supports approval of the CUP with conditions that keep the project clearly connected to Fairview Gardens' agricultural and educational mission. Public-facing uses such as farmstand sales, tours, workshops, farm-to-table meals, lectures, events, festivals, and similar programming should remain tied to agriculture, food systems, farm education, ecological stewardship, local food production, nonprofit fundraising, or public appreciation of the protected values of the property.

Farmworker and employee housing should remain connected to the farm's agricultural operations, educational programming, produce sales, property maintenance, or other activities that support the permitted uses of the property. This housing is part of the infrastructure needed to support agricultural viability and retain the people who make the farm function.

The Land Trust encourages the City to adopt conditions that appropriately manage operational issues such as events, amplified sound, hours of operation, traffic, parking, pedestrian circulation, animal keeping, manure management, drainage, and neighborhood compatibility, while also allowing the farm to remain economically viable and continue its valuable work for the community.

The Land Trust will continue to coordinate with Fairview Gardens on any final easement-related documentation needed as the project moves forward, including any final adjustments to Agricultural Support Areas or site improvements that require Land Trust review.

The Land Trust also notes that any new public pedestrian or bicycle access considered through the City process should be evaluated carefully. Public access associated with farmstand use, tours, education, events, and public appreciation of sustainable agriculture can be consistent with the easement. However, the easement does not create a general public right of access through the farm. Any proposed pedestrian or bicycle connection should support the farm's agricultural and educational purposes and avoid conflicts with active farming, safety, farm operations, soil health, drainage, and conservation values.

For these reasons, the Land Trust strongly supports approval of the CUP with appropriate conditions that allow Fairview Gardens to continue serving as an active, community-facing farm while addressing the operational issues before the City. We appreciate the City of Goleta's careful review, the neighbors and community members who have participated in this process, and Fairview Gardens' continued work to sustain this special farm.

Thank you for considering these comments.

Sincerely,



Daniel Gullett
Land Use Planner
The Land Trust for Santa Barbara County

July 9, 2026

TO: Jennifer Fullerton, Chair
Goleta Planning Commission

FROM: Janet Walker
451 Albany Court
Goleta, CA 93117

RE: Fairview Gardens CUP 21-0001, 21-0003 and updates

Dear Chair Fullerton and Members of the Planning Commission:

We have totaled up and categorized and crunched the numbers of events, attendees, and times of day or night, and the question of whether amplified sound or not that Fairview Gardens is proposing in the Master CUP and subsequent ones.

In any and all configurations these numbers are enormous in scale:

- from the Master CUP of 2024: **91** festivals and events per year (max), up to **18,700** attendees (max), until 9 or 10pm, amplified
- from the July 13, 2026 hearing notice, counting nighttime events with amplified sound only, **277 events** (max) with **43,500** attendees (max)

(These are all my own numbers, counted and recounted meticulously. Programs and Workshops are not included in the above numbers.)

Why this scale and frequency? Even with a staff of 24-34, the Farm is highly unlikely to get anywhere near these numbers. Again, why? My guess is that they plan to hire out the space for community centered "ancillary" events—or give it for free but then share in the proceeds. Ancillary is a legal term, but a vague one open to interpretation." There are plenty of non-profits all over California that could cater their own events in the industrial kitchen.

Then, the permit goes with the land. This could be useful in the future.

But Fairview is a small Farm and the neighborhood around it quiet. At night on the patio the traffic is so infrequent and far away, all one hears are crickets – that was how it was when the Farm was active.

The CUPs are grievously out of scale.

I respectfully ask the Planning Commission to place serious limits on this outsized plan and to encourage Fairview to concentrate on growing food and farm education.

Here are ideas steeped in compromise and more than reasonable. I worked on these ideas with 4 other community members:

<u>Programs/Workshops, Events, Festivals</u>

*<u>3rd party</u> monitoring and reporting of all activities

*Annual event log
*Advance notice (2 weeks prior) of expected attendance over 150 people
*Traffic safety plan and MOU parking agreement a condition of approval

* Noise mitigation for any amplification
* No amplification past 7pm, with following exceptions
* Exception: 1 festival with amplification that goes until 9pm,
* Exception: 4 seasonal festivals with amplification that go to 9pm

*Minimum of 25 days between any event with amplification
* 1 farm-to-table per month
*Majority of weekend days and evenings (26 weekends) free of all activity
* Weekday evenings from 5:00pm on not discernable from the property

*Tractor rides at Annual and Quarterly Festivals only

*No weddings, private 3rd party, or corporate events

Housing

Housing needs to be away from residential property lines and closer to already trenched sewer and other utilities options (this would save fertile soil):

1. Building envelope already approved for housing in 2008.
2. Near library.
3. Replacing round yurts they use for dwellings and other small buildings near yurts.

Ditch: for safety's sake (rushing water during and after rainfall, greater depth of ditch, fall hazard, eroding bank, etc.) install a cyclone fence or other barrier running along the East side of the East perimeter road extending 45' out from residential property boundary. Designate this area as off limits to planned or unplanned gatherings of any size, guided or un-guided tours, or occupation of any sort.

No roosters

Produce stand operations must not use public roadway/right of way.

Deep thanks for your consideration. Your stewardship has the potential to support our neighborhood as FG plans new and appropriate farming and farm educational activities

Sincerely,



Janet Walker

From:	Andrew Macdonald
To:	PER Meetings
Cc:	Brian Hiefield
Subject:	Public Comment: Fairview Gardens CUP (Case No. 25-0001-CUP)
Date:	Thursday, July 9, 2026 8:53:17 PM

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Dear Planning Commissioners,

As a resident and neighbor here in Goleta, I am writing to submit my formal public comments regarding the Master Conditional Use Permit application for Fairview Gardens.

I deeply value having the farm in our community and fully support its work with agricultural education and local food production. However, I have some serious concerns about the scale and neighborhood impacts of the current event proposal.

First, allowing up to 85 festivals and evening events with amplified sound redefines the entire property. Operating at that volume essentially turns a community farm into a commercial event venue. I strongly urge the Commission to draw a clear line here: no private event rentals, and strict limits on how often these events happen and how late they run.

On that note, running amplified sound until 9:00 PM is an immediate disruption to the surrounding residential neighborhood. We also need a real assessment of how that sustained noise affects local wildlife, like the nesting owls and the adjacent creek habitat. Any approved permit should tightly restrict evening amplified sound.

Traffic and safety are also major issues. The neighborhood streets around Fairview Gardens simply aren't built to absorb the traffic flow and overflow parking from thousands of attendees. It compromises neighborhood parking, jams up local traffic, and creates a real hazard for pedestrians. A comprehensive mitigation strategy has to be a prerequisite before anything is approved.

Finally, placing employee housing and infrastructure right on fertile bottom-land agricultural soil conflicts with the primary goal of protecting active farmland. The overall scale, watershed impacts, and noise from new driveways require full regulatory accountability. The farm should be required to go through a thorough CEQA process rather than bypassing an Environmental Impact Report.

We all want Fairview Gardens to thrive as a sustainable space for growing food and education. But it shouldn't operate as a high-volume event center with infrastructure that's completely disproportionate to a functioning farm. Please protect our neighborhood's character, safety, and environment by enforcing strict conditions on event sizes and noise.

Thank you for your time and your dedication to our community.

Sincerely,

Andrew Macdonald

Goleta Resident

456 Albany Ct

Goleta CA, 93117

RON CORTEZ
5876 Via Fiori, Goleta, California 93117
rscortez.41@gmail.com

July 8, 2026

VIA EMAIL AND HAND DELIVERY

Chair and Honorable Members of the Planning Commission
City of Goleta
130 Cremona Drive, Suite B
Goleta, California 93117
c/o Brian Hiefield, Senior Planner; Peter Imhof, Director of Planning

Re: Agenda Item — Fairview Gardens Conditional Use Permit, 598 N. Fairview Avenue (Case Nos. 25-0001-CUP / 25-0003-DRB; APN 069-090-052); Planning Commission Hearing of July 13, 2026 — (1) Objection to the Proposed Class 32 Notice of Exemption; and (2) Notice of Unresolved 2008 Settlement (Screening) Obligation

Dear Chair and Members of the Commission:

I own and reside at 5876 Via Fiori, the residential property immediately adjacent to the Fairview Gardens site, and I am a party to the 2008 Settlement Agreement that resolved *Cortez v. City of Goleta* (S.B. Sup. Ct. Case No. 1301893) among me, the City of Goleta, and Fairview Gardens. I write to place two distinct issues on the record before the July 13 hearing:

- **Issue 1 (CEQA):** The proposed Class 32 Notice of Exemption is not supported by the record, and I object to its adoption.
- **Issue 2 (Contract):** The project as conditioned still does not satisfy the screening obligation the City and Fairview owe me under the 2008 Settlement Agreement.

I am raising these objections now, before the close of the hearing, so that they are preserved and so the Commission has the opportunity to address them. I would much prefer to resolve both matters through the permit process. But I want the record to be candid: if these issues remain unresolved following approval, I expect I will have no practical alternative but to pursue the judicial options available to me.

Summary of Objections

- **A binding, City-signed screening obligation is unaddressed.** Under Paragraph B.2 of the 2008 Settlement Agreement — which the City signed and benefited from — Fairview must "entirely" screen the ground-level view from my residence. The staff report provides no such screening and never mentions the Agreement.

- **The one screening condition does not honor the Agreement.** Condition No. 63 is a generic, deferred hedge for "the residences to the north," with no plan and no tie to my specific contractual right; Fairview's own consultant describes it as "in addition to the specific screening from your home," confirming that the screening I am owed remains unresolved.
- **The exemption depends on mitigation it may not use.** The staff report imposes conditions "in order to achieve noise levels of 60 dBA at the property lines" and to "avoid substantial noise impacts" — but a categorical exemption cannot rest on measures adopted to avoid the project's effects.
- **The record is admittedly incomplete.** The landscape plan, photometric plan, and special-event lighting information have "not been provided to date"; there is no air-quality or water-quality analysis; and the traffic study was not released for public review.
- **The project's intensity was never studied.** The City has abandoned four earlier exemptions and now relies solely on § 15332, yet the event program is a drastic escalation of the property's historical use that no environmental document has analyzed.
- **Requested action.** Decline the Notice of Exemption (or continue the matter for a complete record), and impose a condition screening the 5876 Via Fiori ground-level view consistent with Paragraph B.2 of the Settlement Agreement.

Issue 1 — The Class 32 Notice of Exemption Is Not Supported by the Record

A Class 32 in-fill exemption (State CEQA Guidelines, 14 Cal. Code Regs. § 15332) is available only if the project meets **all five** of the conditions in subdivisions (a)–(e), and only if **none** of the exceptions in § 15300.2 applies. On this record, several of those requirements are, at minimum, fairly debatable — which is itself enough to defeat reliance on a categorical exemption. I respectfully ask the Commission not to adopt the Notice of Exemption and instead to require appropriate environmental review. My principal grounds follow.

The governing standard. Two points frame the analysis. First, a categorical exemption is available only if the project — as a whole — fits the class without relying on conditions to avoid its effects; whether the project may have a significant effect is assessed without reference to proposed mitigation. Second, as to the § 15300.2 exceptions, the exemption may not be used if there is substantial evidence supporting a fair argument that an exception applies. The City's role as fact-finder does not permit it to disregard such evidence in its own record.

The City has narrowed to a single exemption, and the record already contains detailed objections to it. Earlier in this process the City identified four possible exemptions (CEQA Guidelines §§ 15322, 15323, 15061(b)(3), and 15183); it has now abandoned all four and rests solely on § 15332. The detailed CEQA deficiencies set out in the May 29, 2026 comment letter submitted on my behalf — already part of the City's record — apply with equal or greater force to § 15332, and I incorporate that letter by reference. As that letter documents, the intensity of

the proposed use was never analyzed in any environmental document: the 2006 General Plan and its FEIR did not study it, because the uses and facilities now proposed were not sought until 2015; and the proposed program of events is a drastic escalation of the property's historical use.

A. The five-acre limit (§ 15332(b)): the project site is 12.23 acres, not 3.41 acres

Section 15332(b) requires a "project site of no more than five acres substantially surrounded by urban uses." The staff report concedes the parcel is **12.23 gross acres** (Staff Report, Findings § 2), and reaches the five-acre threshold only by redefining the "project site" as a "development footprint" of "approximately 3.41 acres." The City relies on *Protect Tustin Ranch v. City of Tustin* (2021) 70 Cal.App.5th 951 for that footprint theory. That reliance is misplaced on these facts:

- In *Protect Tustin Ranch*, the court accepted a 2.38-acre "project site" only because the record showed the physical work was confined to that area and, critically, that "no new development or construction activity related to the proposed project will occur in the other portions of the shopping center," and that the "existing operations at these uses [would not] change as a result of the proposed project." The remainder of the 11.97-acre center stayed exactly as it was — a discrete pad in already-urban surroundings.
- This project is the opposite. It does not leave the rest of the parcel unchanged; it changes the use and operations of the entire farm. By the staff report's own terms, festivals of up to 1,500 attendees are held "in the center of the farm" (200 to 440 feet from every property line), parking is "scattered throughout the site," and a year-round program of events and daily activities operates across the property, with overflow parking sent to three off-site lots. The point is not the farming, which is permitted outright in the AG zone; it is the new commercial-scale event program, layered across the parcel, that transforms the character of the whole site and defines the true scope of the project. Where a project alters the operations of the whole parcel, the "project site" is not the 3.41-acre building footprint, and *Tustin*'s own rationale does not reach it.
- Section 15332(b) has a second element the record does not satisfy: the site must be "substantially surrounded by urban uses." A 12-acre working agricultural farm on land the City itself designates and zones **Agricultural, 5-acre minimum (AG-5)**, is not comparable to a commercial pad ringed by a shopping mall and arterial commercial frontage.
- Independently, the five-acre question need not be resolved in the City's favor for the exemption to fail: the same record facts — the scale and spread of the event program across the parcel — show the project "would result in" significant traffic and noise effects within the meaning of § 15332(d), and present a reasonable possibility of a significant effect due to unusual circumstances under § 15300.2(c), both addressed below.

B. No significant effects (§ 15332(d)): the exemption depends on noise and traffic mitigation

Section 15332(d) requires that approval "would not result in **any** significant effects relating to traffic, noise, air quality, or water quality." The record shows the opposite — that avoiding those effects depends on a battery of operational limits and attenuation measures:

- Amplified music and voice are proposed for events of up to 750 attendees and for festivals, with amplified sound sources permitted up to 85 dBA at 10 feet.
- To hold noise to 60 dBA at the property lines, the City imposes event-scheduling limits, 20-foot event-noise setbacks, speaker-orientation requirements, and "physical barriers such as temporary walls or hay bales."
- Traffic from events is managed only through an Event Traffic Management Plan and off-site parking MOUs at three churches and the school district.

The staff report's own words confirm the point: the noise conditions were imposed *"in order to achieve noise levels of 60 dBA at the property lines,"* and the acoustical analysis concluded that scheduling limits and buffer areas *"may be utilized to ensure compatibility with surrounding residential uses and avoid substantial noise impacts to nearby properties."* Measures adopted to *avoid* impacts are mitigation. A project that requires acoustical conditions, scheduling caps, buffers, and off-site parking arrangements to avoid exceedances presents, at a minimum, a **reasonable possibility** of significant noise and traffic effects. A categorical exemption is a determination that a class of projects does *not* have a significant effect on the environment; it is not a vehicle for approving a project that depends on mitigation to keep its impacts acceptable. Where impacts must be conditioned away, the appropriate path is environmental review, not an exemption. Put plainly, the Resolution concludes the project has no significant effect while simultaneously imposing operational restrictions — scheduling limits, setbacks, speaker orientation, and temporary barriers or hay bales — adopted specifically to avoid those effects; those two positions cannot both be true.

The § 15332(d) analysis is also incomplete on its face. The subdivision requires no significant effect on traffic, noise, **air quality, or water quality**. Yet the staff report contains no air-quality or water-quality analysis at all — despite events of up to 1,500 attendees, hundreds of vehicle trips, 46 on-site parking spaces, off-site overflow parking, site grading, and the odor impacts of substantial on-site livestock in a residential area. Its traffic conclusion, in turn, rests on a traffic and parking study (Associated Transportation Engineers, November 21, 2025) that, as the May 29 comment letter noted, was not released for public review; and on its face the on-site parking — 46 spaces for nine dwellings and a workforce of up to 34 — cannot accommodate the events without the off-site overflow the record does not reconcile. Two of the four required determinations are thus unsupported, and a third rests on an undisclosed study.

C. Unusual circumstances (§ 15300.2(c))

Even if the project otherwise fit the class, § 15300.2(c) bars a categorical exemption where "there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances." What differentiates this project from the general class of in-fill projects is concrete and documented: a commercial-scale public events program — festivals of 800 to 1,500 attendees with amplified music (five per year), farm-to-table dinners twice monthly, and up to 20 workshops per month, generating event traffic that overflows to off-site parking at three separate locations secured by MOU — layered onto a historic agricultural parcel whose nearest residence sits roughly 40 feet away. Those features are not the ordinary run of urban in-fill; they are the unusual circumstance, and they present a reasonable possibility of significant noise, traffic, and nuisance effects. That the program is a drastic escalation of the property's historical use — and has never been analyzed in any environmental review — is itself the unusual circumstance that removes this project from the general run of in-fill development. By contrast, the in-fill exemption the City cites was applied to a gas station within an existing commercial center — a project with no comparable event program.

D. Historical resources (§ 15300.2(f); Pub. Res. Code § 21084(e))

A categorical exemption "shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource." The City's own record establishes the predicate: the Historic Resources Report evaluates the Fairview Gardens farmhouse as a significant historic resource, and the City conditions a Historic Preservation Treatment Plan (Condition No. 62) precisely because the project rehabilitates and adaptively reuses that resource (including converting the farmhouse to a café/patron area). Whether extensive alteration and adaptive reuse "may cause a substantial adverse change" in the resource's significance is exactly the kind of question that must be answered through environmental review — it cannot be resolved by declaring the project exempt.

E. The exemption and the CUP findings rest on an incomplete record

The City proposes to approve on a record it admits is unfinished. The staff report states that "a formal landscaping plan has not been provided to date," that "a photometric plan has not been provided to date," and that "there has not been any information provided regarding lighting for special events proposed to occur after sunset" — deferring the landscaping type, materials, quantity, and location to a later DRB Final Design Approval (Condition No. 65). Two consequences follow. First, the CUP findings of adequate landscaping and dark-sky-compliant lighting cannot rest on substantial evidence when the governing plans do not yet exist. Staff itself puts the question to the Commission — whether "the findings [can] be made without the landscaping." They cannot: a decision-making body cannot make the findings the Municipal Code requires without the evidence those findings depend on, and approving on that basis is a failure to proceed in the manner required by law. Second, deferring the details of the very measures meant to avoid the project's visual, lighting, and screening impacts is inconsistent with

a categorical exemption, which presupposes that the project as approved has no significant effect. A complete record should precede approval, not follow it.

F. Consistency with the Land Trust conservation easement is unresolved

The property has been subject to a conservation easement held by the Land Trust for Santa Barbara County since 1996, to which the City "is not a party." The staff report rests consistency on a single December 10, 2024 letter from the Land Trust to the applicant's consultant. Whether a commercial-scale public events program — including festivals of up to 1,500 attendees with amplified music — is consistent with an agricultural conservation easement is a question the Commission should not assume in the exemption's favor, where the encumbrance runs with the land and is enforceable by a third party the City cannot bind.

G. General plan and zoning consistency (§ 15332(a)); cumulative impacts (§ 15300.2(b))

Section 15332(a) requires consistency with the applicable general plan designation and policies and with the zoning designation and regulations. The intensity of the commercial event and festival program raises a genuine consistency question on land designated and zoned AG-5 for agriculture — a question the first condition of the exemption requires be free from reasonable doubt. Separately, § 15300.2(b) makes the exemption inapplicable where the cumulative impact of successive intensifications of use is significant; the cumulative effect of the project's numerous year-round public events and daily programming, together with the added parking and structures, should be evaluated on that basis — as the May 29 comment letter details.

Preservation. I raise each of the foregoing objections, and incorporate my prior written and oral comments, to exhaust my administrative remedies and preserve these issues. I request that this letter be included in the administrative record and the packet for the July 13 hearing, and I request written responses to these objections.

Issue 2 — The Project Still Does Not Satisfy the 2008 Settlement (Screening) Obligation

The City is not a stranger to this obligation; it is a signatory to, and a beneficiary of, the 2008 Settlement Agreement. In reliance on that Agreement, I dismissed my prior CEQA litigation against the City *with prejudice* and withdrew my opposition to Fairview's annexation to the Goleta Sanitary District the day before the November 6, 2008 LAFCO hearing — clearing the way for the sewer service on which this very project depends. In exchange, Fairview agreed, under Paragraph B.2, to screen its permanent farmworker housing and related accessory buildings from the ground-level view of my residence. The clause is titled *"Mitigation of Cortez Viewshed through Green Screening,"* and it requires the housing to be *"entirely"* screened from that view, with landscaping *"located anywhere between the Cortez property and the farmworker residences."* By its own terms, then, the obligation protects my viewshed and is not tied to any particular location of the housing on the parcel. It survives dismissal and binds successors (¶ M) and is to be construed by its fair meaning (¶ E).

My 2008 lawsuit challenged the City's and LAFCO's reliance on a CEQA exemption to approve the earlier farmworker-housing project without environmental review. Rather than litigate that challenge to a conclusion that could have required full environmental review of the project — at significant expense and delay — the City and Fairview agreed to resolve it in part by committing to screen my residence, the obligation now in Paragraph B.2. That commitment was part of the consideration I received for dismissing my suit and withdrawing my opposition to the annexation. Because the current project carries the same farmworker-housing character that gave rise to those concerns, that bargained-for protection remains owed.

The staff report does not satisfy — or even acknowledge — that obligation. Three points are clear from the face of the report:

- It contains **no reference** to the Settlement Agreement, to my property, to Paragraph B.2, or to Case No. 1301893, anywhere in its 40 pages.
- The only screening it proposes is a property-neutral condition addressed to "the residences to the north" (Condition No. 63, discussed in detail below); it is not tied to the ground-level view of 5876 Via Fiori that the Agreement protects, and there is **no formal landscape plan** — the report states the plan "has not been provided to date," with type, materials, quantity, and location deferred to a later DRB Final Design Approval.
- The CEQA and design findings address only the **public** viewshed and generic "privacy of neighbors" — not my private, ground-level view, which is the specific interest the Agreement secures.

The City's one screening condition does not satisfy the Agreement. Condition of Approval No. 63 requires landscape screening "along the entirety of the northern property line to screen the Project from the residences to the north." My home is among the residences to the north, but this generic, undefined condition is not the specific screening of my viewshed that the Settlement Agreement secures — and Fairview's own consultant has confirmed as much, in writing, describing Condition No. 63 as "in addition to the specific screening from your home." Condition No. 63 does not satisfy Paragraph B.2 of my Settlement Agreement, for five reasons:

- **Wrong vantage point.** It runs to "the residences to the north" generally and never mentions 5876 Via Fiori, whereas Paragraph B.2 is measured from the ground-level view of my residence.
- **Weaker standard.** It requires only that a "visual barrier" be achieved "within three years," whereas Paragraph B.2 requires that my ground-level view be "entirely" screened — an unqualified duty, since the "maximum extent possible" language appears only in Paragraph B.1 (performed in 2011), not in Paragraph B.2.
- **Everything deferred.** It defers the type, materials, quantity, and location of the planting to a future, discretionary DRB Final Design Approval, so no screening of my view is actually decided now.

- **Wrong instrument.** It is a City permit condition imposed on the Permittee — not the written, enforceable commitment from Fairview to me that Paragraph B.2 contemplates.
- **No guarantee it screens what I see.** My home sits north of the farm, and my front door looks directly south into the project's driveway and event center. Condition No. 63 is an undefined, deferred hedge along a single property line; nothing in it guarantees that my specific ground-level view — of the driveway, the site traffic passing my home, and the event center — will be "entirely" screened, as Paragraph B.2 requires.

The suggestion that relocating the housing rendered the obligation "moot" does not withstand scrutiny. Paragraph B.2 protects **my viewshed**, and by its terms is not contingent on the housing remaining in any particular location. Moreover, the area nearest my residence was not left vacant; it was filled with the project's most intensive, public-facing uses — the multi-functional barn, visitor parking, and the events program. The attached Exhibit A — a side-by-side comparison of the 2008 Settlement-era plan and the current plan, with my residence marked — shows the same area nearest my home converted from quiet farmworker housing to the barn, parking, and event uses. Relocating one structure and replacing it with larger, busier uses in the same location did not cure the impact the Agreement was meant to prevent; it increased it. And the premise that this is not a housing project is contradicted by the City's own record, which describes "eight farmworker housing units restricted to workers employed on site."

The City's own findings make the point unavoidable. The staff report describes the project as providing "eight two-bedroom deed-restricted affordable" farmworker units that "directly satisf[y] … HE 2.2 by providing actual affordable housing," and it explains that the prior "entitlement to permanent farmworker housing" expired, so this application supplies new **permanent** farmworker housing. The City cannot rely on the project as permanent, deed-restricted farmworker housing to support its Housing Element and zoning findings while simultaneously treating the Paragraph B.2 obligation — which attaches to Phase V permanent farmworker housing — as "moot." The same housing cannot be permanent farmworker housing for one purpose and not the other.

What I am — and am not — asking. I am not asking the Commission to adjudicate the Settlement Agreement or to resolve a private dispute. And because the City is itself a signatory to that Agreement, it has an independent obligation not to approve a discretionary permit that would cause its co-contractor, Fairview, to breach a binding, court-filed settlement — an obligation it can satisfy through the very condition I request. I am asking it to do something squarely within its ordinary authority: impose a landscape-screening condition on the CUP. That is precisely the mechanism the Agreement itself contemplates — screening through *"landscaping measures approved by the City's Design Review Board."* The parties thus always intended the City's own land-use process to be the vehicle for delivering this screening. The condition I request is a landscape-screening condition sufficient to screen Fairview's on-site development from the ground-level view of 5876 Via Fiori, consistent with Paragraph B.2, with the plan reviewed and approved before final design approval. It is the same refinement the

Design Review Board already invited on June 9, 2026 when it asked the applicant to study the housing location and reduce the barn's visual impact to address neighbor concerns. I am the neighbor most directly affected, and I hold a contractual right to the screening.

One final observation. This is not a routine design matter. It turns on a binding settlement agreement to which the City itself is a signatory, on a categorical exemption contested on the record, on a record the staff report admits is incomplete, and on a conservation easement enforceable by a third party — and the related access easement already requires City Council action (Condition No. 60). On questions of this consequence, in which the City is not a neutral permitting body but a contracting party, the City Council is ultimately the body positioned to resolve the matter. I respectfully ask that the Commission weigh these issues with that gravity, and recognize that its decision here is unlikely to be the last word.

Requested Action

I respectfully request that the Commission:

- Decline to adopt the proposed Class 32 Notice of Exemption, and direct that the project undergo appropriate environmental review; and
- In the alternative, continue the matter until a complete record — including the landscape, photometric, and special-event lighting plans the staff report states "ha[ve] not been provided to date" — is before the Commission; and
- If the project proceeds, add to the Conditions of Approval (Exhibit E) a specific "5876 Via Fiori Screening Plan" requiring the applicant, prior to issuance of building permits, to install and maintain evergreen landscaping of sufficient height and density to entirely screen the ground-level (first-floor) view of the project's development from my residence — achieving that screening within eighteen (18) months of installation, and preserving my right to inspect as Paragraph B.2 provides; and
- Include this letter in the administrative record and provide written responses to the objections stated above.

I remain willing to resolve both issues cooperatively through the permit process, and that is my strong preference. If they remain unresolved following approval, however, I expect I will have no practical alternative but to pursue my judicial options. I reserve all rights and remedies available to me.

Thank you for your consideration.

Very truly yours,

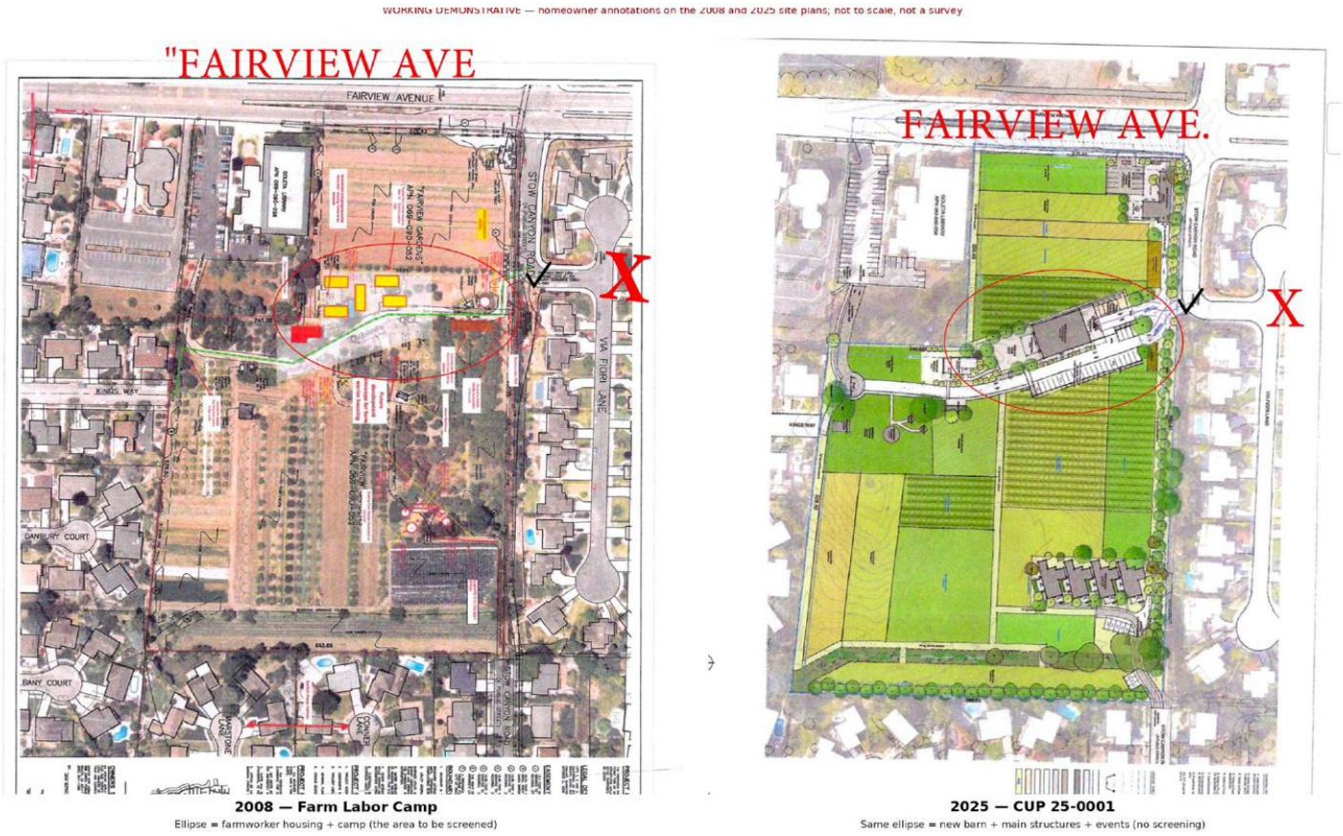
Ron Cortez
Owner, 5876 Via Fiori, Goleta, California — party to the 2008 Settlement Agreement (self-represented)

Enclosures: Exhibit A — Site Comparison (2008 Settlement-era Project vs. 2026 Proposed Project); and Appendix — Executed 2008 Settlement Agreement (Cortez v. City of Goleta, S.B. Sup. Ct. No. 1301893).

EXHIBIT A

Site Comparison — 2008 Settlement Project vs. 2026 Proposed Project

Cortez v. City of Goleta Settlement Agreement (S.B. Sup. Ct. No. 1301893) — Fairview Gardens CUP 25-0001-CUP



Left: 2008 Settlement-era project layout. Right: 2026 Proposed Project layout (CUP 25-0001-CUP). The "X" marks the Cortez residence at 5876 Via Fiori. The red ellipse marks the same area on each plan.

SETTLEMENT AGREEMENT

Santa Barbara County Superior Court Case No. CIV. 1301893
Cortez v. City of Goleta et al.

This settlement agreement is entered into by and between all parties to Santa Barbara County Superior Court Case No. CIV. 1301893, *Cortez v. City of Goleta et al.* ("*Cortez v. Goleta*"), namely Ron Cortez ("Cortez"), Center for Urban Agriculture at Fairview Gardens ("Fairview") and the City of Goleta, California ("City"), (collectively "parties"). The signing of this agreement by the parties and/or their representatives will bind all parties to the below recited settlement provisions.

A. Purpose and Intent:

The purpose of this agreement is to fully and finally resolve all issues of the pending litigation in *Cortez v. Goleta* without any admissions, implied or in fact, regarding the merits of the underlying litigation and any liability thereunder.

B. Mitigation of Cortez Viewshed through Green Screening:

1. As a condition of Phase IV of the development of the project pertaining to the construction of temporary farmworker housing on site, Fairview agrees to screen the farmworker housing and accessory buildings from view from the ground level of the Cortez residence located at 5876 Via Fiori, Goleta, California 93117, County of Santa Barbara ("Cortez property"), by planting or other landscaping installed and maintained by Fairview. Such landscaping may include, at the discretion of Fairview Gardens, berms, trees, shrubbery or other landscaping features located anywhere between the Cortez residence and the farmworker residences, including but not limited to landscaping measures approved by the City's Design review Board. The landscaping shall be installed and maintained in such a manner and of such quality and variety as to insure that the farmworker housing will be entirely screened from view form the ground level of the Cortez property to the maximum extent possible. Maximum extent possible shall consider the long-term nature of Phase IV that will last at least four years. Cortez agrees to cooperate with Fairview in providing reasonable access to his property to enable compliance with this provision. Upon completing Phase IV, Fairview agrees to provide Cortez with written notice stating that the conditions set forth in this paragraph B.1 of the settlement agreement have been completed and providing Cortez the opportunity to inspect the work that is performed in Phase IV to satisfy the terms set forth in this paragraph B.1 of the settlement agreement.

2. As a condition of Phase V of the development of the project pertaining to the construction of permanent farmworker housing on site, Fairview agrees to screen the farmworker housing and any accessory buildings related to the farmworker housing from view from the ground level of the Cortez residence by planting or other landscaping installed and maintained by Fairview. Such landscaping may include, at the discretion of Fairview Gardens, berms, trees, shrubbery, or other landscaping features located anywhere between the Cortez property and the farmworker residences, including but not limited to landscaping measures approved by the City's

Design Review Board. The landscaping shall be installed and maintained in such a manner and of such quality and variety as to insure that the farmworker housing will be entirely screened from view from the ground level of the Cortez property. Cortez agrees to cooperate with Fairview in providing reasonable access to his property to enable compliance with this provision. Upon completing Phase V, Fairview agrees to provide Cortez with written notice stating that the conditions set forth in this paragraph B.2 of the settlement agreement have been completed and providing Cortez the opportunity to inspect the work that is performed in Phase V to satisfy the terms set forth in this paragraph B.1 of the settlement agreement.

C. Non-interference with LAFCO Consideration of Annexation:

In exchange for the commitments set forth in the above paragraphs B (1) and (2), Cortez agrees not to oppose the annexation of Fairview's project to the Goleta Sanitary District by the Santa Barbara County Local Agency Formation Commission ("LAFCO") in any manner, and agrees to notify LAFCO of this fact by a letter sent to its executive officer, Bob Braitman, with copies to the parties.

D. Dismissal of Litigation and Waiver of all Claims:

All parties further agree to a full and final resolution of the *Cortez v. City of Goleta* litigation without any admission of liability implied or in fact. Upon execution of this Settlement Agreement by all parties and/or their representatives, Cortez shall file a Request for Dismissal with prejudice in Santa Barbara County Superior Court Case No. CIV.1301893. All parties agree to waive any and all rights they may have to costs, fees and any other remedial relief as a result of the *Cortez v. City of Goleta* litigation.

E. Representation by Counsel:

The Parties understand and agree that this Agreement has been freely and voluntarily entered into by the Parties, each of which has been fully represented by counsel at every stage of these proceedings, and that no representations or promises of any kind other than as contained herein have been made by any party to induce any other party to enter into this Agreement. The language of this Agreement shall be construed in its entirety, according to its fair meaning, and not strictly for or against any of the Parties.

F. Severability:

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or void for any reason, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

G. Subsequent Amendment:

This Agreement may not be altered, amended, modified, or otherwise changed except by a writing executed by each of the Parties.

H. Counterparts:

This Agreement may be executed in one or more separate counterparts and shall together constitute one and the same agreement. Photocopies and facsimiles of counterparts shall be as binding and admissible as originals for all purposes permitted by law.

I. Effective Date:

This Agreement is effective when signed by all Parties.

J. Authority:

Each party to this Agreement warrants that the individual executing this Agreement is duly authorized to do so and that execution is the act and deed of the party.

K. Breach of this Agreement:

Notwithstanding the foregoing, the Parties hereto are not releasing any rights under or any claims that may arise from a breach of this Agreement. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Any litigation arising out of this Agreement shall be conducted only in Santa Barbara County, California and each party shall be responsible for paying its own attorneys' fees and all costs of such litigation. The right to trial by jury being hereby waived. Prior to commencement of any such litigation by Cortez, Mr. Cortez shall provide written notice to Fairview stating his intention to file suit.

L. Investigation:

The Parties have made such investigation of the facts pertaining to this settlement and this Agreement, and of all the matters pertaining thereto, as they deem necessary.

M. Binding Effect:

This Agreement shall remain effective, valid, and enforceable, notwithstanding the dismissal of the *Cortez v. City of Goleta* litigation and the rights, responsibilities and benefits under this agreement shall be assignable to all successors in interest of each party.

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The parties shall act in good faith and shall take all further actions reasonably necessary to effectuate the letter and the spirit of this Settlement Agreement. IN WITNESS WHEREOF, the undersigned hereby execute this four page Settlement Agreement.

City of Goleta

Dated 10/22/08

By _____
Dan Singer, City Manager

Approved as to form and legality

Dated 10/22/08

By _____
Tim Giles, City Attorney
Counsel for Respondent City of Goleta

Center for Urban Agriculture at Fairview Gardens

Dated 11/5/08

By _____
Adrianne Davis
President, Board of Directors

Approved as to form and legality

Dated 11/5/08

By _____
Philip A. Seymour
Law Office of Philip A. Seymour, counsel for
Center for Urban Agriculture at Fairview Gardens

Ron Cortez, Petitioner

Dated _____

By _____
Ron Cortez

Approved as to form and legality

Dated _____

By _____
Alyse M. Lazar
Law Office of Alyse M. Lazar
Counsel for Petitioner Ron Cortez

The parties shall act in good faith and shall take all further actions reasonably necessary to effectuate the letter and the spirit of this Settlement Agreement. IN WITNESS WHEREOF, the undersigned hereby execute this four page Settlement Agreement.

City of Goleta

Dated _____ By _____
Dan Singer, City Manager

Approved as to form and legality

Dated _____ By _____
Tim Giles, City Attorney
Counsel for Respondent City of Goleta

Center for Urban Agriculture at Fairview Gardens

Dated _____ By _____
Adrianne Davis
President, Board of Directors

Approved as to form and legality

Dated _____ By _____
Philip A. Seymour
Law Office of Philip A. Seymour, counsel for
Center for Urban Agriculture at Fairview Gardens

Ron Cortez, Petitioner

Dated 11/11/08 By _____
Ron Cortez

Approved as to form and legality

Dated 11/11/08 By _____
Alyse M. Lazar
Law Office of Alyse M. Lazar
Counsel for Petitioner Ron Cortez

From:	Fry Family
To:	PER Meetings
Cc:	Brian Hiefield
Subject:	Re: Comments to Draft Conditional Use Permit (CUP) 25-0001, Fairview Gardens
Date:	Friday, July 10, 2026 9:02:32 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Goleta Planning Commission,

I had some further concerns that I wanted to bring to your attention.

1. Some of the documents supporting the CUP don't appear to be consistent with the current operational plans for Fairview Gardens. Particularly the Dudek Air Quality/Greenhouse Gas memo, and the Associated Transportation Engineers (ATE) Traffic Study. I ask that the Commission require updated support documents that align them with the currently proposed CUP.

Particular issues are activities both before and after an event/workshop. I presume that a number of vehicles will be required to support each event (e.g., trash collection, portable lavatory drop off/pick up, production/sound/stage management, security/law enforcement, media, etc.), and I appreciate that many vendors may use propane powered trucks, but presumably there are emissions from these vehicles nonetheless, and certainly a traffic impact, neither of which appear to be addressed by either Dudek or ATE. I also question what impact the solid waste generated after all of the planned events might have on the Greenhouse Gas calculations.

2. Point of fact - The ATE Study clearly shows that there is **not enough parking** to accommodate persons attending a large scale event (See screenshot of ATE Table 9 below). The lack of parking for large events/concerts puts potentially 153 cars parked onto the surrounding streets. I suspect that these additional cars will have a substantial impact to the neighborhood, and ask that the Commission require in the CUP that they be mitigated.

Table 9
Parking Demand Estimates – Events

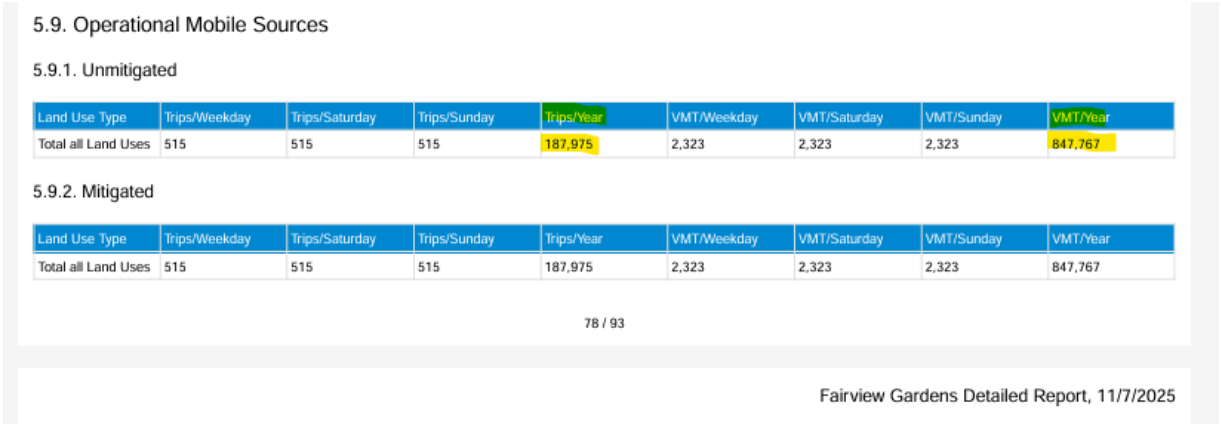
Project Component	Size	AVO	Vehicles	Peak On-site	Parking Demand	Parking Supply
250 Guests – Farm to Table Meals / Farm Field Days						
Guests	250	2.0	125	100%	125	
Employees	10	1.1	9	100%	9	
				Total	**134**	
500 Guests – Fundraising/Seasonal Event / Lectures						
Guests	500	2.5	200	60%	120	
Employees	10	1.1	9	100%	9	
				Total	**129**	**359** (a)
800 Guests – All-Day Festival						
Guests	800	2.5	320	50%	160	
Employees	15	1.1	14	100%	14	
				Total	**174**	
1,500 Guests - Concerts						
Guests	1,500	2.5	600	80%	480	
Employees	35	1.1	32	100%	32	
				Total	**512**	

(a) Includes 46 spaces on-site, 65 spaces from the Christian Science Church lot, 155 spaces from the Goleta Union School District lot and 93 spaces from the Good Shepard Lutheran Church lot.

3. Does the term "Fund Raiser" include "Concert" or "Festival"? All three terms are used in various related documents, and I would ask that the Commission require consistency since they seem to be regarded differently by the CUP and the supporting documents.

4. Point of fact - The ATE Study (page 107 of the pdf) indicates that **188,000 trips per year and almost 850,000 miles per year** would be associated with the CUP (see screenshot below). Note that neither of these numbers appear to include the impacts needed to support the various events (e.g., trash collection, portable lavatory drop off/pick up, production/sound/stage management, security/law enforcement, media, etc.).

These trip and miles numbers appear to be significant, and I believe warrant further review. The current position of the CUP appears to be that they are negligible, and that they should be exempt from mitigation. I do not agree with that position, and ask the Commission to consider further review of the CUP's claim of exemption.



5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Total all Land Uses	515	515	515	187,975	2,323	2,323	2,323	847,767

5.9.2. Mitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Total all Land Uses	515	515	515	187,975	2,323	2,323	2,323	847,767

78 / 93

Fairview Gardens Detailed Report, 11/7/2025

5. On page 25 of the City Staff Report (Section 3D), there is mention that for the

purposes of CEQA compliance, the project is considered to be 3.41 acres rather than the actual site area of 12.23 acres. In my mind, that also means that the traffic/parking/noise/pollution/etc impacts (and the various supporting studies) of 70k attendees should potentially also be based on this smaller acreage. I'm suspicious that the CUP package may have used both numbers, and I would encourage the Commission to require the CUP support package to be consistent in terms of acreage, nomenclature, etc., so that the issues can be properly compared.

Best Regards - Craig Fry

On Wednesday, July 8, 2026 at 08:45:49 PM PDT, Fry Family <sbfrys@yahoo.com> wrote:

Good Evening Goleta Planning Commission,

1. I believe that the annual number of staff and visitors the City is considering allowing onto Fairview Gardens would be a significant impact to the surrounding area that should be mitigated before approving the CUP.

Excluding the impact of the proposed residential units (unknown maximum occupancy), the maximum number of persons being considered to be allowed onto the property appears to be 78,500 annually. If these limits are approached, I believe that there will be negative impacts to the surrounding neighborhood (e.g., traffic, parking, noise, etc.). A CEQA Neg Dec doesn't seem appropriate.

Regarding the proposed residential units, I'm concerned that the support documents provided by the applicant (Traffic Study in particular) don't address the possibility of occupants in excess of anticipated (29 trips per day seems unrealistic if 20-30 persons are living in the 9 units). The Traffic Analysis, and City Notice of Exemption, all fail to address the possibility of many more occupants than presented by the applicant.

2. I am also concerned about Animal Keeping. In past years, Fairview Gardens raised chickens in a portable coop, and had a single rooster. The rooster crowed at all hours, and depending on the placement of the coop, would occasionally wake me as I live one block away. Other neighbors had more acute problems.

I wonder what 26 pigs or cattle would sound and smell like if they were located to adjacent properties, and their impact to the local watershed, and air quality? If approved as proposed, this could be a significant future issue with a number of neighbors, such as the Library, depending on where the Animals would be housed. I note that the location of the 26 pigs or cattle do not appear to be specified on the CUP application, so I assume as presented, these animals could be housed anywhere on the property.

Furthermore, it appears that neither the Stormwater Control Plan (12/24) nor the Air Quality Assessment (12/25) address the potential impact of any farm animals. My impression is that raising cattle and pigs have been forced out of urban areas because of their negative impacts.

3. I also feel that the amplified music allowance associated with the proposed 10 pm Sunday curfew doesn't align with a residential neighborhood consisting of families having young children who will be attending school the following morning. I appreciate that this is probably a City regulation that the Commission is simply adhering to, but I wanted to take the opportunity to comment.

I'd like to end this email with my observations of how Fairview Gardens operated in the past, and compare them to how I see what is proposed for the future. Maintaining the character of Fairview Gardens as an urban farm operations appears to be a significant goal, but when the proposed plan is compared to previous operations, I see significant differences. For example;

Past Operations (annual)
Events - 8-20 events annually with 50 - 400 persons = 8000 persons
CSA Retail - Unknown (5000?)
Staff & Family Residences - Unknown? (50 persons/year)
Timing - Generally finished by sunset, without amplified music
Animal Keeping - Unknown (50 chickens + 1 rooster?)

Proposed Operations
Events (Programs, Events, Festivals) - 78,500 persons
CSA Retail - Unknown (25,000?)
Staff & Family Residences - Unknown? (100 persons/year)
Timing - Various start times ending at 10 pm, with amplified music. Days are unclear, but would include Sundays.
Animal Keeping - 100 chickens, plus 26 pigs, cattle, goats or sheep

Best Regards
Craig Fry
5929 Berkeley Rd.
Goleta, CA 93117

From:	Art Levitt
To:	Brian Hiefield; PER Meetings
Cc:	Jennifer Fullerton; Luz Reyes-Martin
Subject:	July 13, 2026 Planning Commission for Fairview Gardens Case No. 25-0001-CUP
Date:	Friday, July 10, 2026 10:57:13 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to submit a public comment on Case No. 25-0001-CUP, the Conditional Use Permit application for Fairview Gardens at 598 N. Fairview Avenue, Goleta. I am a resident of the Santa Barbara, and I value Fairview Gardens and want to see it thrive as a working farm and educational resource. This property is zoned AG-1-5 and governed by a recorded Agricultural Conservation Easement that requires all uses to support its agricultural mission. I urge the Planning Commission to ensure any determination protects that mission.

I want to thank staff for the proposed conditions prohibiting weddings and private or corporate rentals; that is exactly the right direction. I ask the Commission to build on that progress by defining every event the permit does allow, including what "open to the public" means, so these protections remain enforceable for every future owner of this land.

A genuine educational farm does not require amplified sound, yet the proposed conditions allow amplified music at dozens of large events a year until 9PM, with compliance measured by the operator itself. The permit should prohibit amplified sound entirely.

Because this organization has never operated at the proposed scale, a measured start is wise; should the City approve any permit, I ask that it begin at the smallest practical scale, with clear benchmarks and public review before any expansion.

Fairview Gardens can be one of the finest things in Goleta: a real farm, growing real food, teaching real skills, open to all of us. I am asking the City to protect that future by making sure the permit describes a farm and nothing else. Thank you for your consideration.

Sincerely,
Arthur Levitt
424 Las ALturas road
santa barbara, CA 93103

Art Levitt
310 995-2956
https://artlevitt.smugmug.com

From: Adrienne Macdonald
To: Brian Hiefield; PER Meetings
Cc: Jennifer Fullerton; Luz Reyes-Martin
Subject: July 13, 2026 Planning Commission for Fairview Gardens Case No. 25-0001-CUP
Date: Friday, July 10, 2026 10:17:32 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to submit a public comment on Case No. 25-0001-CUP, the Conditional Use Permit application for Fairview Gardens at 598 N. Fairview Avenue, Goleta. I am a resident of the Goleta community. I support carefully defined community events at this farm, but only with clear limits and enforceable conditions. This property is zoned AG-1-5 and governed by a recorded Agricultural Conservation Easement requiring all uses to support its agricultural mission. I urge the Planning Commission to hold any approval to that standard.

Fairview Gardens has long been a local treasure. As a child I attended field trips there, and learned of the value of organic farming and protecting our local lands. My own children fell in love with organic living and farm to table eating attending camps and after school programs here. We want our community farm back! The last few years of closure have been devastating to the children and families of our community, not to mention the explosion in the population of pests. We support the farm in restoring it to a working educational farm that benefits our community.

Community events can be part of that story. We support events like farm to table meals, the “Door Dash” at Halloween, and opening the farm to public visits. However, we are greatly concerned about the number and scale of proposed events. We do not support Fairview Gardens becoming yet another Santa Barbara event venue for the wealthy. This application permits amplified music until 10PM on weekends with no enforceable sound limits at residential property lines. The applicant's own acoustics consultant confirms that concert-level amplification should not be permitted anywhere on this site, and the permit should prohibit amplified sound or at minimum impose strictly enforceable limits at every property line.

The application proposes 60 farm-to-table meals a year with no definition of what they are and no barrier to a future owner filling those dates with private weddings; every permitted event must be explicitly defined and required to be public.

A permit here is a lasting determination about what AG-1-5 zoned land may be used for in Goleta, and it will be cited by future applicants; the decision deserves that weight.

I am not asking the City to stop this farm from succeeding. I am asking it to draw clear lines now, while it still can, so that this remains a farm and does not change into something else entirely. Thank you for your consideration.

Sincerely,
Adrienne Macdonald
456 Albany Court
Goleta, CA

From: Aaron Ableman
To: Brian Hiefield; PER Meetings
Subject: Support for Fairview Gardens CUP
Date: Sunday, July 12, 2026 10:19:34 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair Branch and members of the Design Board,

My name is Aaron Ableman, and I'm here in strong support of the Center for Urban Agriculture at Fairview Gardens. I'm asking you to approve their Preliminary Design Review so the CUP Project can move forward.

I grew up on that rich and fertile soil. I'm the farmer's son - raised to see the world through nature's eyes. My father, Michael Ableman, farmed that land for decades. Around him, my mother, my stepmother, and everyone I hold dear built a foundation of love and care that the farm itself seemed to hold and reflect back. Long before I understood words like "community" or "ecological," I was living them - hands in the dirt, neighbors at the fence line, seasons teaching me patience. That upbringing built the foundation for everything I do today. Fairview Gardens made me who I am.

This farm has always been more than acreage in Goleta Valley. It's a living classroom. A gathering place. Proof that agriculture and community can be woven into a growing city instead of pushed to its edges. Especially now, with so much ecological and social strain in the world, we need spaces like this that bring people together in service of a healthier planet and a healthier us.

Approving this project keeps that possibility alive for the next generation of kids who deserve to learn who they are through the land beneath their feet.

Thank you.
Aaron

United Nation's Award-Winning Artist & Bestselling Author
AaronAbleman.com
Contact: 415.756.7816

From: crashena lopez
To: Brian Hiefield; PER Meetings
Subject: Support for Fairview Gardens CUP. Case # 25-0001-CUP
Date: Sunday, July 12, 2026 4:12:00 PM

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Dear Chair Branch and members of the Design Board

My name is Crashena Lopez Vanhecke. I am a multi-generation Santa Barbara resident. Being unable to attend
the July 13,2026 Planning Commission Hearing, I send my support of the Fairview Gardens redesign in letter format.

My adult children have several positive memories of visiting Fairview Gardens, when they were young and impressionable. Touring the
gardens, learning how fruits and vegetables are grown organically and the importance of this practice, hearing about sustainable farming which
supports the land, as well as hand picking and tasting white asparagus, are treasured childhood memories.

The Fermentation Festival held in past years on the property was interactive and inspiring, a fun and positive community event. We attended
several years, gleaning ideas to implement at home as a family, which improved our emotional and physical health.

The proposed educational program and summer camp activities at Fairview Gardens are exciting and much anticipated by our family. It is
imperative that children, adults, and families continue to have opportunities as listed above, through the renovation and reactivation of this historic property .
As I look forward to the future, I am hopeful my grandchildren will be inspired and enlightened at Fairview Gardens. Yet another generation fortunate to have such
treasured memories.

Thank you,
Crashena Lopez Vanhecke

From:	Donna Williams
To:	Brian Hiefield; PER Meetings
Subject:	Support for Fairview Gardens CUP - Case Number: 25-0001-CUP
Date:	Saturday, July 11, 2026 7:37:19 PM

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To Whom It May Concern:

I've had a relationship with the Goleta Valley since my family relocated here more than fifty years ago. I've watched closely as Fairview Gardens was transformed into one of Goleta's most prominent attractions bringing people from all over the world to see what is possible on a small piece of land.

My family and I were some of the thousands who were nourished from that land both physically and spiritually. I have witnessed multitudes of young people over the years who have taken workshops and attended programs and had life changing experiences. Fairview Gardens has inspired and educated so many about where their food comes from.

I want to express my strong endorsement for the commendable efforts of the Center for Urban Agriculture at Fairview Gardens in serving the community of Goleta for decades. It is one of the last diversified working farms in the valley and while I understand the concerns from neighbors, the plans I have seen for the farm will provide so much good for this community. .

I respectfully urge you to approve the Preliminary Design Review for the Conditional Use Permit that is currently before you. This approval would enable the project to proceed with its development and get back to the good work of growing food..

Sincerely,

Donna Joy Williams
805-722-2553
williamsdonnajoy@gmail.com

From: Everett Lipman
To: PER Meetings
Subject: Fairview Gardens CUP
Date: Sunday, July 12, 2026 11:55:30 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commission,

The proposed Fairview Gardens project should not be exempted from environmental review under CEQA. Both the noise and traffic impacts of the proposed project are without question significant. They must be given proper review and mitigated.

The project proposal lists numerous ongoing events with up to 1500 attendees. Only 46 on-site and 197 off-site parking spaces are identified in the proposal. It is absurd to think that 243 spaces will be adequate for 1500 people. During past Fairview Gardens events, Via Fiori just north of the farm has become all but unusable by the residents. There is no question that traffic impacts of Fairview Gardens events will be significant.

The proposed events will use amplified music as late as 10 PM. This is clearly unacceptable with family homes a few hundred feet away. The applicants have all but admitted that the noise impacts will be significant by including new noise mitigation measures and different cutoff times since this proposal was last reviewed. They are correct that changes and mitigation measures are necessary. These must be determined by proper CEQA review, not guesses and unenforceable promises.

The commission should also bear in mind that compliance with existing noise ordinances is not equivalent to having no significant impacts. For example, low frequency hum from farm equipment may not reach specified decibel levels, but may still be annoying or harmful to surrounding residents.

Everett Lipman
5834 Via Fiori
Goleta

RE: Case :25-0001-CUP

To Whom it May Concern,

I discovered Fairview Gardens in the early 1980's while I was attending UCSB. I was so inspired by the in-context, hands on learning that was available to the public. I remember buying incredible produce at the produce stand on Stow Canyon Rd and attending a community potluck. I began to volunteer for community projects.

Fairview Gardens provided a place to anchor my desire to teach outdoor education, serve my community and meet the broader community outside of the University. At the farm I was able to take cooking classes from some of the top Chefs in the country and I met lifelong friends who were active in food issues.

Later, after graduating, I worked at the farm. It shaped the future of my life. It gave me a training ground, that allowed me to pursue a livelihood in farming, hospitality and outdoor education for families and children.

The classes, the workshops, and community events that I participated in at FG provided an experience at a young age that gave me the confidence to start my own farm and livelihood that has lasted for 45 years. I was not alone in this mentoring experience, Fairview has been training farmers, educating children about eating healthy foods, and acting as a Farm Campus for over 50 years.

It is so important for the farm's non-profit education programs to continue this valuable work; this land is for the public benefit. The new vision and design for the farm and its programs helps preserve Goleta's agricultural history.

I encourage the Planning Commission to Please Adopt the City Resolution for Conditional Use Permit (CUP) approval, Final Design Review approval, determine General Plan and Zoning Consistency and Conditions of Approval. And Please Adopt the City Resolution CEQA Findings/Categorical Exemption

Thank you,

Jeanne-Marie Herman

Goleta, CA

From: holzmanfive@icloud.com
To: Brian Hiefield; PER Meetings
Cc: Jennifer Fullerton; Luz Reyes-Martin
Subject: July 13, 2026 Planning Commission for Fairview Gardens Case No. 25-0001-CUP
Date: Sunday, July 12, 2026 7:57:15 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to submit a public comment on Case No. 25-0001-CUP, the Conditional Use Permit application for Fairview Gardens at 598 N. Fairview Avenue, Goleta. I am a resident of the Goleta community. I support carefully defined community events at this farm, but only with clear limits and enforceable conditions. This property is zoned AG-1-5 and governed by a recorded Agricultural Conservation Easement requiring all uses to support its agricultural mission. I urge the Planning Commission to hold any approval to that standard.

I support community events here, but only if every permitted use is explicitly defined and publicly accessible as a binding condition.

This application permits amplified music until 10PM on weekends with no enforceable sound limits at residential property lines. The applicant's own acoustics consultant confirms that concert-level amplification should not be permitted anywhere on this site, and the permit should prohibit amplified sound or at minimum impose strictly enforceable limits at every property line.

The traffic plan depends entirely on parking agreements that can be revoked at any time and requires encroachment permits for events over 195 guests. Both the plan and those agreements should be binding conditions, with any change triggering City review and public comment.

A permit here is a lasting determination about what AG-1-5 zoned land may be used for in Goleta, and it will be cited by future applicants; the decision deserves that weight.

I am not asking the City to stop this farm from succeeding. I am asking it to draw clear lines now, while it still can, so that this remains a farm and never quietly becomes something else. Thank you for your consideration.

Sincerely,
Lynn Holzman
Goleta, CA

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*ALSO Admitted in Texas

Writer's Direct Line: (424) 284-9669
jamie.hall@channellawgroup.com

July 12, 2026

VIA ELECTRONIC MAIL

Honorable Members of the Planning Commission
City of Goleta
130 Cremona Drive
Goleta, CA 93117
PERmeetings@cityofgoleta.gov
Brian.Hiefield@cityofgoleta.org

Re: Objection to Fairview Gardens Conditional Use Permit Project; Planning Commission Agenda Item B.1 (July 13, 2026); Case Nos. 25-0001-CUP and 25-0003-DRB; 598 N. Fairview Avenue, Goleta (APN 069-090-052); Improper Reliance on a Class 32 Categorical Exemption and Insufficiency of the Required Conditional Use Permit Findings

Dear Chair Miller and Honorable Members of the Planning Commission:

This Firm represents Protect the Soil Now ("PTSN" or the "Association"), an unincorporated association of residents of the City of Goleta who live in the neighborhoods immediately surrounding Fairview Gardens. We submit this letter in opposition to the proposed adoption of a Notice of Exemption ("NOE") and approval of the Fairview Gardens Conditional Use Permit (the "Project") as currently designed, and we respectfully request that the Commission modify the Project before taking any action.

At the outset, we wish to be clear about what this letter is *not*. PTSN and its members value Fairview Gardens. The Association does not oppose the farm, its historic and ongoing agricultural operations, its educational mission, or its rehabilitation of the historic farmhouse. Fairview Gardens has been a working farm for more than a century and is a valued part of this community. The Association's members chose to live beside a farm and welcome its continuation. This Project

has the potential to be a wonderful thing for Goleta, but only if it is properly scaled and conditioned so that it does not come at the expense of the families who live at its fence line.

The Association's concern is narrow but significant. The Project is not simply a continuation of the farm's historic use. It would authorize a new and materially more intense level of activity, including as many as five festivals of 800 to 1,500 attendees and up to eight additional events of 250 to 750 attendees each year, with amplified music and amplified speech projected outdoors until 9:00 p.m., in a location almost entirely surrounded by homes. These are not the sounds of a farm; they are the sounds of an outdoor event venue. As the Association's retained acoustical expert explains, the Project as designed will cause significant noise impacts on the surrounding residences. For that and the additional reasons set forth below, the Project may not lawfully be approved on the present record.

This letter makes two legal points and then offers a constructive path forward. First, the Project is not categorically exempt from the California Environmental Quality Act ("CEQA") as a Class 32 in-fill development, and the City must prepare an Initial Study and appropriate environmental review before it may act. Second, the findings required for approval of the Conditional Use Permit ("CUP") cannot be made on this record. Third, the Association proposes a set of targeted modifications and additional conditions of approval, attached as **Exhibit B** in redline form, that would allow the farm to thrive while protecting the neighbors from the Project's most serious impacts. The Association seeks modification of the Project, not its denial.

The expert acoustical report of Derek L. Watry of Wilson Ihrig / RWDI, dated July 9, 2026, is enclosed as **Exhibit A** and is incorporated herein by reference. The Association's proposed modified and additional conditions of approval are enclosed as **Exhibit B**. The Association also incorporates by reference the written comments and public testimony submitted by its members and by other residents in this proceeding, and requests that all materials it has cited or referenced, including by URL, be made part of the administrative record for the Commission's consideration.[1]

[1] For purposes of Pub. Res. Code §21167.6(e)(7), the court in *Consolidated Irrig. Dist. v. Superior Court* (2012) 205 CA4th 697, 723, held that such evidence has been submitted to the agency "when the commenter has made the document readily available for use or study by lead agency personnel." The court concluded that citing the URL of a specific webpage amounts to submission of the document found on that page to the agency. As such, we expect all URL citations to be produced for consideration by decisionmakers.

I. THE PROJECT IS NOT CATEGORICALLY EXEMPT FROM CEQA AND AN INITIAL STUDY MUST BE PREPARED

A. *Legal Standard.*

Categorical exemptions are reserved for classes of projects that have been determined not to have a significant effect on the environment. (Pub. Resources Code, §§ 21080, subd. (b)(9), 21084, subd. (a).) Because they remove a project from CEQA review entirely, categorical exemptions are *narrowly construed* so as to afford the greatest protection to the environment. (*Save Our Carmel River v. Monterey Peninsula Water Management Dist.* (2006) 141 Cal.App.4th 677, 697.) The scope of a categorical exemption is a question of law determined by the courts, and *no deference* is owed to an agency's interpretation of that scope. (*Los Angeles Dept. of Water & Power v. County of Inyo* (2021) 67 Cal.App.5th 1018, 1040–1041.) The agency bears the burden of demonstrating, with substantial evidence in the record, that *every* element of the claimed exemption is satisfied. "An agency's application of an erroneous legal standard in making a CEQA determination constitutes a failure to proceed as required by law." (*City of San Diego v. Board of Trustees of Cal. State Univ.* (2015) 61 Cal.4th 945, 956.)

The Class 32 exemption applies only where the project satisfies each of five conditions: (a) consistency with the general plan and zoning; (b) location "within city limits on a project site of no more than five acres substantially surrounded by urban uses"; (c) "no value as habitat for endangered, rare or threatened species"; (d) that approval "would not result in any significant effects relating to traffic, noise, air quality, or water quality"; and (e) adequate utilities and public services. (State CEQA Guidelines, § 15332.) The Project fails several of these conditions, and, independently, an exception to the exemption applies.

B. *The "Project" Is Not Confined to a Site of Five Acres or Less.*

The Fairview Gardens parcel is 12.23 acres, which is more than twice the five-acre ceiling for a Class 32 exemption. The City attempts to overcome this by asserting that the "development footprint" is limited to approximately 3.41 acres and by citing *Protect Tustin Ranch v. City of Tustin* (2021) 70 Cal.App.5th 951. That decision does not support the exemption here; if anything, it illustrates why the exemption fails.

In *Tustin Ranch*, the court upheld an infill exemption for a Costco gas station constructed within an existing 12-acre shopping center, finding substantial evidence that the "project site" was only the 2.38 acres actually altered. The decision turned on a fact that is absent here: not only was construction confined to 2.38 acres, but "[n]o new development or construction activity related to the proposed project [would] occur in the other portions of the shopping center … nor [would] the existing operations at these uses change as a result of the proposed project." (*Id.* at pp. 957, 960, italics added.) The remainder of the center would continue operating exactly as before.

Fairview Gardens is the opposite case. The stated purpose of this CUP is to *authorize new and intensified operations across the entire farm.* The application seeks to "formalize" and consolidate all "approved uses, areas of development, scope of development, type of development, and operational requirements for special events." The CUP would authorize festivals of up to 1,500 attendees, events of up to 750 attendees, amplified music and speech, farm tours, and expanded animal keeping. These activities plainly will not remain within the 3.41-acre construction footprint, and they will change how the entire 12.23-acre property operates. Under CEQA, the "project" is "the whole of an action" that may cause a physical change in the environment (State CEQA Guidelines, § 15378, subd. (a)); and because a conditional use permit runs with the land, the relevant measure is the maximum activity the permit authorizes, not the applicant's assurance that it will do less. When the whole of the authorized activity is considered, as *Tustin Ranch* itself requires, by asking whether operations elsewhere on the parcel will change, the project site is not five acres or less, and Section 15332(b) is not satisfied.

C. *The Record Contains No Substantial Evidence That the Site Has "No Value as Habitat" for Endangered, Rare, or Threatened Species.*

The City's entire basis for the habitat finding is a single sentence stating that "[t]he 2003 Fairview Gardens CUP specified that there was no onsite habitat of biological value for endangered, rare, or threatened species." (NOE, § (c).) A twenty-three-year-old conclusion from a prior permit is not substantial evidence of present conditions. No current biological survey or reconnaissance has been performed or placed in the record. The site's condition has not remained static in the intervening decades. The farm suspended active operations and portions of the site lay fallow before recent replanting, so even a valid 2003 observation would not reliably describe present habitat conditions. The absence of evidence of protected species is not the same as evidence of their absence, and a categorical exemption cannot rest on a stale document that predates the current Project by more than two decades.

The record in fact points the other way. The City's own proposed Condition No. 71 requires a qualified biologist to conduct pre-construction nesting-bird surveys within 500 feet of disturbance areas during the February 1 to August 31 nesting season, to establish protective buffers of up to 500 feet for raptors, and to consult with the California Department of Fish and Wildlife. The City would not impose such a condition if the site truly had "no value as habitat." That condition is a tacit acknowledgment that protected birds may nest on or adjacent to the site. At a minimum, a current biological survey must be prepared as part of an Initial Study; the habitat element of Section 15332(c) is not supported by substantial evidence on this record.

D. *The Project Will Result in Significant Noise Impacts.*

Section 15332(d) permits a Class 32 exemption only where approval "would not result in *any* significant effects relating to traffic, noise, air quality, or water quality." The Project cannot

satisfy this condition, because the Association's acoustical expert has demonstrated that the Project as designed will cause a significant noise impact.

Derek L. Watry of Wilson Ihrig / RWDI, a firm that has practiced exclusively in acoustics since 1966 and has prepared hundreds of noise studies for environmental review, reviewed the applicant's acoustical work and concluded that it is "not adequately accurate" and that "the Project as proposed will result in a significant impact under the California Environmental Quality Act as currently designed." (Ex. A, at p. 7.) Mr. Watry identifies fundamental flaws in the applicant's August 19, 2021 study by 45dB Acoustics and its December 18, 2024 addendum:

- The applicant's calculations rely on a *single mid-range frequency (500 Hz)*, which "completely neglects the effects of the low-frequency bass notes" that make amplified music audible and annoying inside neighboring homes. (Ex. A, at p. 5.)

- The applicant's assumed barrier performance is "very unreasonable": an online calculator credits a six-foot barrier with roughly 17 to 18 dB of attenuation, when the industry-standard Maekawa method shows only 5 to 8 dB for the same barrier. (Ex. A, at p. 5 & fn. 4.)

- The applicant *never measured* the existing ambient noise environment and instead modeled it from "crude" traffic data, capping the assumed ambient at 45 dBA, which "is highly unusual" and "may underestimate impacts." (Ex. A, at pp. 4–5.)

- Even accepting the proposed barriers, the *maximum* levels of the louder passages of music would reach approximately 66 to 69 dBA at nearby residences, exceeding the existing ambient by 15 to 19 dB and far exceeding the 3 dB significance threshold that the applicant's *own* consultant adopted. (Ex. A, at pp. 6–7.) With 24 homes immediately adjacent to the farm, "it is reasonable to anticipate that the noise will be 'clearly discernable'" and disturbing. (Ex. A, at p. 6.)

The applicant's analysis is also out of date. It was prepared in 2021 and measures the Project against the City's prior noise standards, which the City revised in 2023. A noise study that never measured actual conditions and tests the Project against superseded standards is not the substantial evidence a categorical exemption requires.

Mr. Watry also explains that introducing amplified music into a residential community that has never before experienced it works a "change in character of the neighborhood" that "is every bit as part of the 'noise' issue as is the decibel level." (Ex. A, at p. 3.) His report is substantial evidence supporting a fair argument that the Project may have a significant noise effect. Where such evidence exists, a Class 32 exemption is unavailable and the lead agency must conduct environmental review. (*No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68.)

The City's contrary conclusion is not only unsupported; it is internally contradictory. The NOE asserts that "noise generated by Fairview Gardens activities will not exceed 45 dB at property boundaries," yet proposed Conditions Nos. 52 and 56 set a limit of 60 dBA at the property lines and expressly contemplate amplified sources of up to 85 dBA at ten feet. The record cannot simultaneously establish that the Project will generate no more than 45 dBA and require conditions policing sound up to 60 dBA. A record this unstable on the very impact at issue cannot support a determination that there will be no significant noise effect.

E. *The Project Is Inconsistent with the General Plan's Noise Policies*

The first Class 32 criterion requires that the Project be consistent with the General Plan and all applicable General Plan policies. (State CEQA Guidelines, § 15332(a).) The City rests its consistency determination on Noise Element Policies NE 1.4 and NE 1.5, concluding that "approval of the Project would not result in significant noise impacts." As shown above and in **Exhibit A**, that premise is incorrect. The Project will cause a significant noise impact on the adjoining homes, and a project that generates significant noise impacts cannot be consistent with General Plan policies whose purpose is to protect residents from incompatible noise. Because the significant noise impact defeats the very policies on which the City relies, the Project is not consistent with the General Plan, and the first criterion of Section 15332 is independently not met.

F. *The Exemption Cannot Be Salvaged by Mitigation.*

A categorical exemption is available only for projects that will have no significant effect *without* mitigation. "If a project may have a significant effect on the environment, CEQA review must occur and only then are mitigation measures relevant." (*Azusa Land Reclamation Co. v. Main San Gabriel Basin Watermaster* (1997) 52 Cal.App.4th 1165, 1199–1200.) "Mitigation measures may support a negative declaration but not a categorical exemption." (*Salmon Protection & Watershed Network v. County of Marin* (2004) 125 Cal.App.4th 1098, 1102; accord *Natural Resources Defense Council, Inc. v. City of Los Angeles* (2023) 98 Cal.App.5th 1176, 1206.)

Here, the noise-reduction measures on which the City relies are, by the applicant's own admission, *mitigation*. The 45dB Acoustics report does not describe its barrier walls as neutral project design features; it repeatedly calls them mitigation. For example, it states that "45dB Acoustics LLC therefore recommends mitigating noise barrier walls," and "'Mitigation' in this case is a solid noise barrier wall," and its central data table is captioned "Calculated Sound Level Increases … Without and WITH Mitigation." The proposed conditions carry that mitigation into the permit: Condition No. 1 authorizes the Project "including mitigation measures," and Condition No. 56 requires sound barriers, calibrated sound-measurement devices, quarterly noise reporting, an acoustical engineer at events, and mandatory reduction of amplification if levels exceed 60 dBA at the property line. These are quintessential mitigation measures. Because the Project depends on mitigation to avoid a noise impact, it is ineligible for a categorical exemption as a matter of law.

Nor may the City credit these measures without first analyzing the impact they are meant to reduce. CEQA's "requirements are not satisfied by saying an environmental impact is something less than some previously unknown amount." (*California Clean Energy Committee v. City of Woodland* (2014) 225 Cal.App.4th 173, 210–211.) The City has never determined how much noise the festivals and events will actually generate before crediting the barriers, and, as **Exhibit A** shows, it cannot do so on the present analysis.

G. *Independently, the Unusual-Circumstances Exception Bars the Exemption.*

Even if the City could establish each element of Section 15332 (and it cannot), the exemption would still be unavailable under the exception in State CEQA Guidelines section 15300.2(c), which provides that a categorical exemption "shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances." A challenger may establish this exception simply by presenting "evidence that the project will have a significant environmental effect"; such evidence "necessarily also establishes 'a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.'" (*Berkeley Hillside Preservation v. City of Berkeley* (2015) 60 Cal.4th 1086, 1105; see *Protect Tustin Ranch,* supra, 70 Cal.App.5th at p. 961.) The Watry report supplies exactly that evidence as to noise. The exception is further supported by features that distinguish this Project from ordinary infill: the extraordinary scale of outdoor amplified events proposed in the midst of an established residential neighborhood, and the presence of a storm-drainage channel and culvert, with a documented history of flooding, that the Project would, for the first time, develop and program with public activity. The record of public comment further documents a history of intensifying, unpermitted event activity at this site that has generated noise complaints and law-enforcement response, confirming that the event use is not the ordinary infill activity the exemption contemplates. Other commenters have separately shown that the historical-resources exception of Section 15300.2(f) is implicated because the site includes a recognized historic resource. For these independent reasons as well, the Project is not exempt.

H. *Conclusion: An Initial Study Is Required.*

Because the Project fails Sections 15332(a), (b), (c), and (d), because it impermissibly relies on mitigation, and because the unusual-circumstances exception applies, it is not categorically exempt from CEQA. At a minimum the City must prepare an Initial Study to determine the appropriate environmental document; that review should address, among other things, the Project's noise, a traffic impact analysis for event and festival traffic, and the hydrology of the on-site drainage channel. And because the record already contains a fair argument, supported by the substantial expert evidence in **Exhibit A**, that the Project may have a significant noise effect, the City should proceed to prepare a Mitigated Negative Declaration or an Environmental Impact Report.

Adopting the NOE on this record would be a prejudicial failure to proceed in the manner required by law. In addition, the public has been deprived of a meaningful opportunity to assess the Project's visual impacts, because the story poles for the barn were removed almost immediately after they were installed. The neighbors and the Commission have not been able to evaluate the mass and scale of the largest structure proposed in the open field from anything other than a few photographs, which is a further reason to require additional environmental review and, at a minimum, to continue this matter.

II. THE REQUIRED CONDITIONAL USE PERMIT FINDINGS CANNOT BE MADE ON THIS RECORD

Independent of CEQA, the Project may not be approved because the mandatory CUP findings under Goleta Municipal Code ("GMC") Section 17.57.050 cannot be supported. The City must "set forth findings to bridge the analytic gap between the raw evidence and ultimate decision." (*Topanga Assn. for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506, 514.) Findings must rest on substantial evidence, meaning "facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts," not argument, speculation, or unsubstantiated opinion. (State CEQA Guidelines, § 15384.) A decision-maker may not "uncritically rely on every study … presented by a project proponent"; "[a] clearly inadequate or unsupported study is entitled to no … deference." (*Berkeley Keep Jets Over the Bay Com. v. Board of Port Commissioners* (2001) 91 Cal.App.4th 1344, 1355–1356.) Failure to support even one required finding precludes approval. (Cf. *Minney v. City of Azusa* (1958) 164 Cal.App.2d 12, 38.)

A. *Finding A (Consistency with the General Plan) Cannot Be Made.*

GMC Section 17.57.050(A) requires a finding that the use is consistent with the General Plan. For the reasons set out in Part I.E, it is not. The City's consistency determination depends on the conclusion that the Project complies with the General Plan's Noise Element (Policies NE 1.4 and NE 1.5), but the significant noise impact demonstrated in **Exhibit A** shows the opposite. A use that will subject the surrounding homes to significant, unmitigated event noise is not consistent with the General Plan policies enacted to protect them, and this finding cannot be made.

B. *Finding B (Not More Injurious Due to Noise) Cannot Be Made.*

GMC Section 17.57.050(B) requires a finding that the use "will not be more injurious to the health, safety, and general welfare of the surrounding neighborhood due to noise … than from uses allowed in the district." The staff finding rests entirely on the deficient 45dB Acoustics analysis and on the observation that the neighbors "came to the nuisance." Neither supports the finding. As **Exhibit A** establishes, the amplified festivals and events are a new and materially louder use that will cause a significant noise impact, plainly more injurious than the quiet row-crop and orchard farming that has historically occurred. And the fact that homes were built next to

a farm is legally irrelevant to whether *this* intensified event use is injurious; residents who chose to live beside a working farm did not consent to a 1,500-person outdoor concert venue. The record of public comment describes a history of amplified-event noise at this site significant enough to draw complaints and law-enforcement response, the antithesis of a use that is "not more injurious" to the neighborhood. This finding cannot be made. The Association further observes that, although the Project proposes to concentrate its events on evenings and weekends to avoid public traffic impacts, those are precisely the times when the adjoining residents are home and most affected.

C. *Finding C (Site Adequacy) Is Not Supported.*

GMC Section 17.57.050(C) requires that the site be "adequate in size, shape, location, and physical characteristics" for the use. The Project's own operational plan concedes that the site cannot accommodate its events: parking for larger events depends on off-site lots secured only by Memoranda of Understanding that may expire (Condition No. 44), and safe circulation depends on an access easement across the City's Library property that has not been granted and requires future City Council approval (Condition No. 60). A site whose adequacy is contingent on agreements that do not yet exist and may be revoked has not been shown to be adequate. The applicant's own founder conceded as much at the June 9, 2026 Design Review Board hearing (see Part III.1 below).

D. *Finding D (Mitigation of Environmental Impacts) Is Internally Inconsistent.*

GMC Section 17.57.050(D) requires a finding that "[a]ny significant environmental impacts are mitigated to the maximum extent feasible." The staff finding states that "[n]o mitigation measures are necessary." That is irreconcilable with the numerous noise-mitigation measures the Project actually incorporates (Conditions Nos. 1 and 56) and with the significant noise impact demonstrated in **Exhibit A**. The finding is both unsupported and internally contradictory, and it is premised on the invalid categorical exemption addressed in Part I.

Because at least these findings cannot be made on the current record, the CUP cannot lawfully be approved as proposed.

III. REQUESTED MODIFICATIONS AND ADDITIONAL CONDITIONS OF APPROVAL

The Association recognizes that Staff has proposed 84 conditions of approval, several of which address topics of concern to the neighbors. The Association does not seek to duplicate those conditions. Rather, it requests the targeted additions and revisions below, which are also presented in redline form against the pertinent Staff conditions as **Exhibit B** so that the Commission can readily act on them. These modifications are designed to preserve the farm's agricultural and educational mission while meaningfully reducing the Project's impacts on the surrounding homes.

Should the Commission proceed toward approval, the Association respectfully requests that the Project be conditioned as follows.

1. ***Scale and Frequency of Events and Festivals (revise Conditions Nos. 1 and 56(f)–(g)).***

The scale of the proposed event program is the neighbors' central concern, and it is one the applicant appears to share. At the June 9, 2026 Design Review Board hearing, the farm's founder candidly acknowledged that "there's no way we could possibly manage the level of events proposed," explaining that the applicant "had to throw everything at this." The event program should be scaled to what the farm can actually manage without harming its neighbors:

- Reduce the largest "events" from 4 to 8 per year at 250 to 750 attendees to no more than four (4) events per year, capped at 500 attendees each.
- Reduce "festivals" from five per year at 800 to 1,500 to no more than one (1) festival per year at up to 1,500 attendees.
- Reduce farm-to-table meals from twice monthly to no more than one (1) per month.
- Require a minimum of 25 days between any two events involving amplified sound, preserve at least 26 weekends per year entirely free of events and festivals, and require that weekday-evening activity after 5:00 p.m. not be discernible at the residential property lines.
- The entitlement should not exceed what the farm can realistically support. A conditional use permit authorizes the maximum use it describes, not the lesser level the applicant may intend, so the number and size of events should be capped at a level the neighborhood can absorb.

2. ***Eligible Uses: No Weddings, Private, Corporate, or Outside-Hosted Events (revise Condition No. 1).***

The project description states that the event areas are "not available for private or corporate rental" and that "there are no weddings proposed," but the operative conditions do not clearly define or enforce that limitation. The Association requests an express condition providing that events and festivals be limited to those hosted by Fairview Gardens itself in direct furtherance of its own agricultural and educational mission, and prohibiting weddings, private events, corporate events, and events hosted by or for outside or third-party organizations. To avoid any ambiguity, the condition should make clear that the prohibition on "private" and third-party events includes events sponsored, rented, or hosted by other entities, non-profit or otherwise. In addition, farm tours may continue year-round but shall not be amplified. Although tractor rides are not part of the Project as proposed, the Association asks that they be permitted only at the one authorized festival and the four authorized events and prohibited at all other times.

3. ***Amplification, Hours, and Sound Attenuation (revise Condition No. 56).***

- Prohibit amplified music and amplified voice after 7:00 p.m., except for the limited events and festivals expressly permitted under item 1 (which shall in no event extend amplification beyond 9:00 p.m.), consistent with the recommendation of the Association's acoustical expert. (Ex. A, at pp. 7–8.)
- Increase the required sound barriers to a height of at least eight (8) feet, rather than six feet, and require that amplification limits expressly account for low-frequency (bass) sound. (Ex. A, at pp. 5, 8.)
- Cap amplified source levels at 74 dBA at ten feet (rather than 85 dBA), measured at a defined proxy monitoring position. (Ex. A, at pp. 7–8.)
- Daytime amplified sound including megaphones shall be located in the farmhouse envelope. Such daytime amplified sound shall not be discernible at the residential property lines.

4. ***Enforcement, Monitoring, and Neighbor Complaint Mechanism (new condition; revise Conditions Nos. 52 and 56).***

- Establish graduated enforcement with defined penalties for noise and operational violations, and provide that three (3) verified violations trigger a mandatory public review of the CUP before the Planning Commission, at which conditions may be modified or the permit revoked.
- Require independent, third-party acoustical monitoring of every event and festival exceeding 250 attendees, with the monitor empowered to require reductions in amplification and to report results to the City, and require attendance monitoring and an annual event log submitted to the City. Self-monitoring by the operator alone is not enforceable. (Ex. A, at p. 8.)
- Require at least two weeks' advance written notice to the City and to noticed neighbors of any event expected to exceed 150 attendees.
- Require the City or the Permittee to maintain a dedicated telephone hotline and email address for neighbor complaints during events, and require an annual mailing to surrounding residents inviting public comment on farm operations.

5. ***Off-Site Parking Contingency (revise Condition No. 44).***

- Provide that if any off-site parking Memorandum of Understanding expires or is rescinded, permitted event attendance is automatically and immediately reduced so that no event exceeds the parking capacity actually secured on-site plus remaining off-site agreements. No event may proceed that exceeds then-available secured parking.

6. *Setback of Event and Gathering Uses from Residential Property Lines (new condition).*

On a 12.23-acre parcel there is ample room to conduct events without pressing them against the neighbors' fences. The Association requests a condition establishing a use setback measured from all residential property lines, within which no amplified-sound source, stage, festival, or large gathering may be located. Consistent with the applicant's own siting of festivals approximately 200 to 440 feet from the property lines, the Association requests that no event or festival amplified-sound source be located within at least 200 feet of any residential property line, superseding the 20-foot setback in Condition No. 56(a). This buffer is a reasonable use of the site's size and is the single most effective way to reduce impacts on the neighbors.

7. *East-Perimeter Setback and Safety Barrier, Agricultural Service Road, and Screening (new condition).*

A storm-drainage channel and culvert run along the east perimeter of the farm adjacent to the neighboring residences. This channel, which floods during and after rainstorms and has caused flooding of an adjacent home as recently as 1998, and which the Association understands has not been used by the farm for gatherings, should not be developed or programmed with picnic areas or educational events. The Association requests a condition requiring the Permittee to install a cyclone fence or equivalent barrier along the east side of the east perimeter road, extending 45 feet north from the residential property boundary, and to designate the resulting triangular area as off-limits to planned or unplanned gatherings of any size, guided or unguided tours, or occupation of any kind. The perimeter setback should be extended northward along the channel to protect this uniquely situated residence, and the channel should not be mischaracterized as a natural "creek" to avoid analysis of the flooding hazard.

The Association further requests that the precise boundaries of this off-limits area be confirmed on the ground by a qualified surveyor or landscape professional, so that the area is correctly located.

Relatedly, the Project's plans depict a new agricultural service road that runs south along the east side of the property, parallel to the drainage channel, and then turns to run along the southern property line at the fence line of the adjoining homes. This road appears only as a graphic on pages 15 to 17 of the Notice of Exemption; it does not appear to be described or analyzed in the CUP, the staff report, or the Notice of Exemption, and it does not follow the farm's historic service-road alignment. A new, unanalyzed perimeter road running along the residential fence line will bring noise, dust, and vibration directly to the neighbors, contrary to the finding required by GMC Section 17.57.050(B) that the use will not be more injurious to the neighborhood due to noise, dust, or vibration.

The Association requests that the agricultural service road be reconfigured so that it does not run along the fence line of the southeast-corner residence. Specifically, moving south along the planned north-south service road that runs west of and parallel to the drainage channel, the road should curve to the right approximately 45 feet out from the southeast-corner residence before meeting the new southern boundary road, as shown in the annotated exhibit the Association is submitting. Because farm roads are not counted as agricultural-support areas under the conservation easement, this reconfiguration would not reduce the land in agricultural production or otherwise implicate the easement. The Association further requests that the corner resident at 451 Albany Court be permitted to plant screening vegetation on the farm side of the perimeter fence; and asks that majority electric vehicles be used on the agricultural service road, consistent with the farm's transition to electric equipment; and asks that vehicles using the AG Service road be dedicated farm vehicles and not large trucks.

8. ***Relocation of Farmworker Housing (revise Condition No. 65(b)(i)).***

The Association supports farmworker housing at Fairview Gardens; its objection is to the *siting* of the housing, not to the housing itself. As proposed, the eight-unit, roughly 7,200-square-foot complex is a high-density, duplex-style building placed directly against the northern and eastern residential property lines of single-family homes, as close as approximately 40 feet away. Its architecture and density are found nowhere else in this neighborhood. This is not a new problem, and the City has already resolved it once. In 2008 the City Council found that farmworker housing sited at the periphery of this farm was "detrimental to the health, safety, comfort, convenience, and general welfare of the neighborhood," and it relocated the housing to a central location near the farmhouse to abate that nuisance. (Resolution No. 08-27, Finding 2.5; reaffirmed by Resolution No. 10-55, § 2.5.) The current proposal would recreate the very condition the City previously found to be a nuisance. The Association requests that the housing be relocated away from the residential property lines to the centralized development envelope near the farmhouse, along the driveway, that the City approved for permanent housing in 2008, the only location ever lawfully approved for housing on this farm, where sewer and utilities were already trenched and remain in place. In the alternative, the housing may be sited at another interior location away from the homes. The Association further requests that the number of units be reduced to lower the density imposed on the neighborhood. Relocation to the already-approved, utility-served 2008 envelope would reduce privacy, light, and noise impacts on the nearest homes, conserve fertile soil, and *facilitate*, not obstruct, the delivery of this housing. The City's own Design Review Board, on June 9, 2026, unanimously recommended that the applicant "study the location of housing alternatives or adjusting the locations to meet public comment," and individual Board members stated that they were "not completely convinced that it's in the right place" and "concerned about the location of the worker housing adjacent to the neighborhood." At Final Design Review, the housing should be relocated and set back a meaningful distance from the residential property lines,

and its design should more closely reflect the character of the farmhouse and surrounding neighborhood.

The neighbors have identified two readily available alternative locations, both supported by a widely signed petition: siting the housing near the Goleta Library, or on the existing driveway near the farmhouse. A third option is the area where the farm's yurts now stand, which are unpermitted and were to have been removed years ago. To the extent the applicant contends that the conservation easement or its designated "agricultural support" areas compel the current siting, that contention is mistaken. The Santa Barbara County Land Trust, which holds the easement, has stated in writing, including in its December 10, 2024 letter and in a more recent letter submitted with the public comments for the July 13, 2026 Planning Commission hearing, that the designated agricultural-support areas "may be reconfigured from time to time and do not need to be contiguous," and that it is willing to modify or exchange those areas as necessary to accommodate this Project. Contrary to any suggestion that approval from the Attorney General would be required, the easement holder has already confirmed in writing that the proposed adjustment "will not adversely affect the agricultural productivity of the property." The agricultural-support area in which the applicant proposes to place the housing is presently used only to store unused equipment. Relocating the proposed housing therefore requires no sacrifice of the easement's purposes. This relocation would also allow the area it is proposed to occupy to be returned to being agricultural land.

9. ***Animal Keeping: Absolute Prohibition on Roosters (confirm and clarify Condition No. 53).***

Condition No. 53 prohibits "roosters," and the Association requests that this absolute prohibition on roosters be expressly retained and not weakened. Because the project description and related materials describe animal keeping in terms of "chickens" and "small animals," language that could be read to include roosters, the Association requests that the conditions be clarified to state unambiguously that no roosters shall be kept on the property under any circumstances. The Association also requests that a Condition of Approval be added requiring the applicant to keep all small animals within the fenced enclosure located within a 25-foot by 80-foot fenced enclosure adjacent to the shared property line with the Library, about 170' east of feet from Fairview Avenue and about 25' north of the northeastern portion of the Library building.

10. ***Barn Massing and Produce-Stand Operations.***

- Reduce the massing of the multi-functional barn, including by removing the mezzanine/upper level and reducing the footprint, so that it reads as a farm building rather than a commercial event venue. The City's Design Review Board unanimously

recommended that the applicant "study a reduced visual impact of the barn from … Fairview, perhaps … shifting it a bit so that it's lower in the landscape," and a Board member questioned the need for a two-story design with a mezzanine that "isn't accessible." The barn's size is not justified by historic conditions, and a reduced barn would also free the central area needed to relocate the housing. Incorporate the applicant's proposed height reduction as an enforceable condition, and specify the events and gatherings, if any, that may occur within the barn.

- Prohibit farmstand operations, queuing, or sales within the public right-of-way along Fairview Avenue.
- Prohibit deliveries by five-ton trucks, semi-trailers, and other large trucks to the farm stand and other farm-envelope uses via the Fairview Avenue and Stow Canyon Road access. Large delivery vehicles have blocked visibility and entry at Stow Canyon Road, and deliveries should be limited to appropriately sized vehicles.

The Association has deliberately framed these requests to complement, not duplicate, the Staff conditions. We would welcome the opportunity to work with Staff and the applicant to refine this language.

IV. CONCLUSION.

Fairview Gardens is a community treasure, and the Association wants it to endure. But the Project as currently designed is not categorically exempt from CEQA, and the findings required for the Conditional Use Permit cannot lawfully be made on this record. The Association therefore respectfully requests that the Planning Commission: (1) decline to adopt the Notice of Exemption and direct the preparation of an Initial Study and the appropriate CEQA document; and (2) continue this item and modify the conditions of approval as set forth in **Exhibit B** before taking any action to approve the Project. These modest, targeted changes would reconcile the farm's mission with the rights of the families who live beside it.

The Association reserves all rights and objections, incorporates by reference all comments and testimony it and its members have submitted in this proceeding, and requests that it be placed on the list of interested parties to receive notice of all further actions relating to the Project.

Thank you for your consideration of this matter. I may be contacted at jamie.hall@channellawgroup.com if you have any questions, comments, or concerns.

Sincerely,



Jamie T. Hall
Channel Law Group, LLP

Enclosures:

Exhibit A: Acoustical Review by Derek L. Watry, Wilson Ihrig / RWDI (July 9, 2026)
Exhibit B: Proposed Modified and Additional Conditions of Approval (Redline)

cc: Peter Imhof, Planning and Environmental Review Director
Brian Hiefield, Senior Planner
Winnie Cai, Assistant City Attorney
Protect the Soil Now

EXHIBIT A

Acoustical Review by Derek L. Watry, Wilson Ihrig / RWDI (July 9, 2026)

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7/9/2026

Jamie T. Hall, Esq.
Channel Law Group, LLP
8383 Wilshire Blvd., Suite 750
Beverly Hills, CA 90211

Re: Fairview Gardens CUP – Notice of Exemption
Review and Comment on Noise
RWDI Reference No. 2606084

Dear Mr. Hall,

Per your request, Wilson Ihrig / RWDI has reviewed various documents pertaining to the noise aspects of the subject project. Wilson Ihrig / RWDI, Acoustical Consultants, has practiced exclusively in the field of acoustics since 1966. During our nearly 60 years of operation, we have prepared hundreds of noise studies for Environmental Impact Reports and Statements. We have one of the largest technical laboratories in the acoustical consulting industry. We also utilize industry-standard acoustical programs such as Roadway Construction Noise Model (RCNM), SoundPLAN, and CadnaA. In short, we are well qualified to prepare environmental noise studies and review studies prepared by others.

The two most pertinent documents that we have reviewed are:

Acoustics Analysis: Fairview Gardens Farm
45dB Acoustics, Project No. 21065
August 19, 2021

Acoustics Analysis: Center for Urban Agriculture at Fairview Gardens
45dB Acoustics, Project No. 21065
December 18, 2024

These two documents are used to support development of the project by substantiating that there would be no noise impacts to the surrounding residences with the inclusion of mitigation measures.

While the core mission of Fairview Gardens is unquestionably admirable, the proposed project seeks to expand the use of the property from its historic *raison d'être* – farming – to become more of an event and festival space. The current plans call for up to 4 – 8 of events with 250 - 750 people and 5 events with up to 1,500 people. The larger events would require shuttle busses and off-site parking which would add a new and different noise character to the neighborhood than exists now. More concerning to the residential neighbors, however, is the amplified speech and music that will be part of the larger festivals, and that is the focus of this comment letter.

Wilson Ihrig is a consultancy within RWDI, specializing in acoustics, noise, and vibration. This document is intended for the sole use of the party to whom it is addressed and may contain information that is privileged and/or confidential. If you have received this in error, please notify us immediately. Accessible document formats provided upon request. ® RWDI name and logo are registered trademarks in Canada and the United States of America. © RWDI USA LLC ("RWDI") ALL RIGHTS RESERVED

ADVERSE EFFECTS OF NOISE[1]

Although the health effects of noise are not taken as seriously in the United States as they are in other countries, they are real and, in many parts of the country, pervasive.

Noise-Induced Hearing Loss. If a person is repeatedly exposed to loud noises, he or she may experience noise-induced hearing impairment or loss. In the United States, both the Occupational Health and Safety Administration (OSHA) and the National Institute for Occupational Safety and Health (NIOSH) promote standards and regulations to protect the hearing of people exposed to high levels of industrial noise.

Speech Interference. Another common problem associated with noise is speech interference. In addition to the obvious issues that may arise from misunderstandings, speech interference also leads to problems with concentration fatigue, irritation, decreased working capacity, and automatic stress reactions. For complete speech intelligibility, the sound level of the speech should be 15 to 18 dBA higher than the background noise. Typical indoor speech levels are 45 to 50 dBA at 1 meter, so any noise above 30 dBA begins to interfere with speech intelligibility. The common reaction to higher background noise levels is to raise one's voice. If this is required persistently for long periods of time, stress reactions and irritation will likely result.

Sleep Disturbance. Noise can disturb sleep by making it more difficult to fall asleep, by waking someone after they are asleep, or by altering their sleep stage, e.g., reducing the amount of rapid eye movement (REM) sleep. Noise exposure for people who are sleeping has also been linked to increased blood pressure, increased heart rate, increase in body movements, and other physiological effects. Not surprisingly, people whose sleep is disturbed by noise often experience secondary effects such as cognitive decline, increased fatigue, depressed mood, and decreased work performance.

Cardiovascular and Physiological Effects. Human's bodily reactions to noise are rooted in the "fight or flight" response that evolved when many noises signaled imminent danger. These include increased blood pressure, elevated heart rate, and vasoconstriction. Prolonged exposure to acute noises can result in permanent effects such as hypertension and heart disease.

Impaired Cognitive Performance. Studies have established that noise exposure impairs people's abilities to perform complex tasks (tasks that require attention to detail or analytical processes) and it makes reading, paying attention, solving problems, and memorizing more difficult. This is why there are standards for classroom background noise levels and why offices and libraries are designed to provide quiet work environments.

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[1] More information on these and other adverse effects of noise may be found in *Guidelines for Community Noise*, eds B Berglund, T Lindvall, and D Schwela, World Health Organization, Geneva, Switzerland, 1999. (https://iris.who.int/handle/10665/66217)

COMMENTS ABOUT 'NOISE'

Whenever the subject of 'noise' comes up, decibels inevitably are calculated and assessed. The 45dB reports do this, and I shall do so below. However, the type of decibels that are almost ubiquitously used for noise assessments utilize the so-called 'A-weighted' decibel scale. 'A-weighting' is a frequency filter that de-emphasizes high and low frequencies in a manner similar to typical human hearing. It works very well for broadband sounds without much information content, e.g., freeway noise. It does not work so well when speech and music are of concern because they both contain information and music, in particular, often contains a low frequency, rhythmic beat. Although this beat may not register high on the A-weighted decibel scale, it is common that low-frequency noise from a neighbor's stereo is very bothersome.

In a situation like this where amplified music is being introduced into a community that has not experienced it before, the change in character of the neighborhood is every bit as part of the 'noise' issue as is the decibel level of that noise. The City of Goleta Noise Restrictions recognize this in §9.09.040 Disturbing the Peace in which many pertinent factors that apply in this situation are laid out (highlights added):

9.09.040 Disturbing the Peace.

A. Disturbing the Peace—Excessive or Unreasonable Noise. It is unlawful for any person to make, cause or suffer or permit to be made or caused, upon any premises owned, occupied or controlled by him or her in the City, any unnecessary noises or sounds which are physically annoying to persons of ordinary sensitiveness or which are so harsh or so prolonged or unnatural or unusual in their use, time or place as to occasion physical discomfort to the inhabitants of the City, or any number thereof.

B. Factors Used in Determining Whether a Violation Has Occurred. The factors which shall be considered by the City in determining whether to issue a citation for a violation and whether a violation of this section has occurred shall include, but not be limited to, the following:

1. The volume of the noise, music, or related sound;
2. The intensity of the noise, music, or related sound;
3. The continuousness or repetitive nature of the noise, music, or related sound;
4. Whether the nature of the noise, music, or related sound is unusual for the area in which it occurs;
5. Whether the origin of the noise, music, or related sound is natural or unnatural to the area in which it occurs;
6. The volume and intensity of the background noise or sound, if any;
7. The proximity of the noise, music, or related sound to residential sleeping facilities or to overnight accommodations, such as hotels and motels;
8. The proximity to offices, places of business or other areas where work is known to be carried on, of the noise, music, or related sound;
9. The nature and zoning of the area within which the noise, music, or related sound emanates;
10. The time of day or night the noise, music, or related sound occurs and the relationship of this time to the normal activities of the area in which it occurs and in relation to the other factors listed in this subsection;
11. The duration of the noise, music, or related sound;
12. Whether the noise, music, or related sound is recurrent, intermittent, or constant;
13. Whether the noise, music, or related sound is produced by a commercial or a noncommercial activity;
14. Whether the person or business responsible for the noise, music, or related sound has been previously recently warned that complaints have been received about the noise, music, or related sound and such person or business has failed to reduce it to an appropriate level. (Ord. 12-17 § 2)

BRIEF DISCUSSION OF NOISE SOURCE LOCATIONS AND LEVELS

There are three main areas that are proposed for amplified speech and music:

1. By the Retail Farm Stand near the intersection of Fairview Avenue and Stow Canyon Road. In both 45dB reports, this is called **Location #1.**

2. On the patio to the west of the historic farmhouse. In both 45dB reports, this is called **Location #3.**

3. In the Large Event Area south of the historic farmhouse. In the 2021 report, this is Location #5, whereas in the 2024 report, this is Location #4. I shall use **Location #5/4.**

Every sound/noise analysis starts with a source level. The source levels at each of these locations are not clear from the two reports.

Location #1: Page 1 of the 2021 report states, "In this area it is desired to have unamplified relatively low-level live music and / or spoken voice such as for a reception or welcome music. Estimated levels of 75 dBA @ 10 feet (3 meters) allow for conversation with some raised voices to be heard, while providing a lively "cocktail hour" music sound level." However, the document later states, "At Location #1, a source sound power of 100 dB was utilized. This equates to a sound pressure of 79 dBA at 10 feet."[2]

Location #3: Page 2 of the 2021 report states, ". . . a musical group or speaker sound level of approximately 85 dBA at 10 feet will comply with the Noise Element, though it may be audible at the property line", whereas page 10 states, "At Location #3, a source sound power of 95 dB was utilized. This equates to a sound pressure of 74 dBA at 10 feet." However, the 2024 report reiterates at page 2 that during festivals and events ". . . amplified concerts of approximately 85 dBA at 10 ft can work anywhere on the property with mitigation, and are anticipated to comply with the County Code."

Location #5/4: The 2021 reports states that this location will use the same source level as Location #3, which implies 74 dBA at 10 feet was used for the 2021 analysis, but that 45dB asserts that 85 dBA at 10 feet would not result in any undue disturbance to the community.

COMMENT ABOUT EXISTING AMBIENT SOUND LEVELS

The 45dB reports assert that it is adequate to estimate the existing ambient noise levels by calculation rather than by direct measurement. While it is correct that both the FHWA and

[2] The sound power level quantifies the total amount of acoustical energy emitted by a source. This is a fixed value that is not associated with any distance. The sound pressure level quantifies the loudness or volume of a sound at a given distance. As is common knowledge, the loudness of a source typically reduces with distance as the sound energy spreads out. For the purposes of this letter, the reader should focus on the sound pressure levels, i.e., the loudness at the given distances.

Caltrans promote that to some degree, it is highly unusual for a project proponent noise report to not anchor or calibrate a model with at least a cursory measurement. In this case, it is particularly important because of the sensitivity of neighboring residents to amplified concert noise during the late-night hours (the project description asserts that amplified music may be played until 9:00 p.m.). The calculated noise levels necessarily depend on traffic volume, mix, and speed data that is not available on an hourly basis (see pages 8 and 9 of the 2021 report to observe the crudeness of the traffic data used in the analysis).

All that said, in my discussion of noise impacts below, I will rely on the data presented in the 2021 report as the best available estimate. However, I strongly recommend that noise measurements be made should the noise analysis be revised again. The estimates and conclusions reached in the reports may underestimate impacts due to the failure to measure the ambient noise.

COMMENT ABOUT CALCULATIONS OF AMPLIFIED NOISE LEVELS AT RESIDENCES

45dB used an online calculator for the 2021 analysis. I am not familiar with the online calculator used by 45dB so cannot speak to its accuracy. However, as can be seen from Figures 8 and 9 of the 2021 report (page 17), the calculations were made using a single frequency, 500 Hz. This is improper because it completely neglects the sound energy at all other frequencies. In particular, because it is a mid-range frequency, it completely neglects the effects of the low-frequency bass notes. While it also neglects the high-frequency treble tones, that is of less importance because low-frequency noise travels farther and is harder to block with a barrier.

The calculations I have made with respect to this situation begin with a frequency spectrum for music that includes octave bands from 31.5 to 8000 Hz.[3] For attenuation with distance, I use the same simple, free-field relation that 45dB does: minus 6 dB per doubling of distance. Finally, for the barrier attenuation, I use the well-regarded formula from Maekawa that takes frequency into account (low frequencies are harder to block than high frequencies) as well as the relative heights and positions of the source, receiver, and barrier (if any).[4]

After the calculations are made using the octave band levels, I then compute the A-weighted level. The details of my calculations are appended to this letter.

[3] Source: *Architectural Acoustics*, M. David Egan, McGraw Hill, 1988.

[4] As a side note, the Maekawa formula indicates that the proposed barrier – a 6-foot barrier place 6 feet from a 5-foot high noise source – will provide 5 to 8 dB of attenuation. This is very reasonable. In contrast, the online calculated used by 45dB seems to indicate by the results in Table 4 of the 2021 report that the same barrier will provide on the order of 17 to 18 dB of attenuation. That is very unreasonable for a barrier that is only 1 foot higher than the source.

SUMMARY AND ASSESSMENT OF NOISE LEVEL CALCULATIONS

Tables 1A and 1B summarize the results of my calculations. The calculations for Table 1A use the lower source levels cited in the 2021 analysis for Locations #3 and #5/4, whereas those in Table 1B use the higher source levels mentioned in the 2021 report and reiterated in the 2024 report. I have presumed that the source level at Location #1 near the farm stand would remain at the higher level stated in the 2021 report.

TABLE 1A NOISE LEVELS AT RESIDENTIAL RECEIVERS USING LOWER SOURCE VALUES

Source Loc.	Receiver	Evening Ambient (dBA)	Source SPL @ 10' (dBA)	Distance: Source-Receive (feet)	Without 6' Barrier				With 6' Barrier			
					Avg (dBA)		Max (dBA)		Avg (dBA)		Max (dBA)	
#1	5885 Via Fiori (property line)	58	79	82	61	[3]	76	[18]	53	[<]	68	[10]
#1	5885 Via Fiori (2nd floor window)	58	79	102	59	[1]	74	[16]	54	[<]	69	[11]
#3	467 Kings Way (2nd floor window)	47	74	204	48	[1]	63	[16]	40	[<]	55	[8]
#3	5883 Marston (2nd floor window)	41	74	626	38	[<]	53	[12]	30	[<]	45	[4]
#5/4	5883 Marston (2nd floor window)	41	74	511	40	[<]	55	[14]	32	[<]	47	[6]

TABLE 1B NOISE LEVELS AT RESIDENTIAL RECEIVERS USING HIGHER SOURCE VALUES

Source Loc.	Receiver	Evening Ambient (dBA)	Source SPL @ 10' (dBA)	Distance: Source-Receive (feet)	Without 6' Barrier				With 6' Barrier			
					Avg (dBA)		Max (dBA)		Avg (dBA)		Max (dBA)	
#3	467 Kings Way (2nd floor window)	47	85	204	59	[12]	74	[27]	51	[4]	66	[19]
#3	5883 Marston (2nd floor window)	41	85	626	49	[8]	64	[23]	41	[=]	56	[15]
#5/4	5883 Marston (2nd floor window)	41	85	511	51	[10]	66	[25]	43	[2]	58	[17]

Each row in the tables is for a single receptor position indicated by house address. For Location #1, the first entry replicates the calculation parameters of the 45dB calculation shown in Figure 8 of the 2021 report. All other calculations are for second floor windows of the residences because that is where bedrooms are most likely located.

Shown in the appended calculation details but not in the tables, the calculations also take elevation change into account. The land in the area of Fairview Gardens is generally upward sloping from south to north. The area of the farm of most concerned with is the part east of the farm house which slopes downward from the farmhouse to the neighborhoods to the east, south and north. The total distance between each source and receiver pair is shown in the tables. In all cases with barriers, the barriers are 6 feet from the source and 6 feet high as described in the 45dB reports.

The tabulated results include both the average (technically, equivalent) noise level and the maximum expected noise level. The latter is simply 15 dB higher than the average as noted at page 2 of the 45dB 2024 report.

The amount that a calculated noise level at a residence exceeds the existing ambient is shown in brackets ([ ]) next to each calculated noise level. For example, in Table 1B, amplified noise from Location #3 at 467 Kings Way without a barrier would be 59 dBA which is 12 dB higher than the existing ambient. Following the standard set by 45dB at page 9 of the 2021 report, if the music noise level is more than 3 dB above the existing ambient, it is shown in red typeface. If the music noise level is the same as the ambient, "[=]" is shown, and if it is less, "[<]" is shown.

As can be seen in Table 1B, at the higher source noise level of 85 dBA at 10 feet, both the average and maximum noise levels without the mitigating barriers far exceed the existing ambient. Even with the barriers, the average level at 467 Kings Way exceeds the 3 dB standard set by 45dB and the maximum levels still far exceed the existing level. This is a "significant" impact under the California Environmental Quality Act. In simple terms, this means that the louder passages of music (and, perhaps, speech) would be clearly discernable – and therefore annoying – at the residences.

The situation is clearly better if the lower source levels promoted in 2021 are adhered to. In that case, the average levels all meet the 3 dB standard. However, the maximum levels still exceed the existing ambient sound levels by substantial amounts over the 3-dB-increase standard without mitigation and by large, though lesser amounts, with the mitigation. Again, this is a significant" impact under the California Environmental Quality Act. The tolerance of people to noise varies widely, but as 24 homes are immediately adjacent to the Fairview Gardens property, it is reasonable to anticipate that the noise will be "clearly discernable" and at least some of the neighboring residents will be annoyed by the sound levels indicated in Table 1A, particularly in the late-night hours.

CONCLUSIONS AND RECOMMENDATIONS

The introduction of amplified music and speech at medium events and large festivals at Fairview Gardens will inevitably change the character of the community surrounding the historic farm. While the noise study commissioned for the project acknowledges that and proposes some mitigation measures to ameliorate the noise impact, I believe the calculations in the study are not adequately accurate because they depend on a single, mid-range frequency and the barrier insertion loss calculation seems overly optimistic. The calculations I have made take the frequency content of music into account and use a well-regarded barrier insertion loss formula that also accounts for frequency. These calculations indicate that even with the proposed barriers, the louder passages of music and, perhaps, speech will be clearly discernable at neighboring residences and will exceed the 3-dB-increase standard established by the 45dB report. As such, I believe that the Project as proposed will result in a significant impact under the California

Environmental Quality Act as currently designed. In order to reduce the noise impacts from the Project, I suggest at a minimum the following conditions be imposed upon the use permit:

1. Restrict the source sound level to 74 dBA at 10 feet for all locations. As can be seen in Table 1A of this letter, this would keep the maximum noise level with the proposed 6-foot barriers to within 10 dB of the existing ambient. (Note that the source at Location #1 in Table 1A is 79 dBA at 10 feet; reducing it to 74 dBA would reduce the maximum levels by 5 dB.) Because it would be awkward, if not difficult, to measure the source level at 10 feet during a performance, a proxy level at a more convenient location or locations could be determined. For example, the "official" measurement position for Location #1 could be on the sidewalk on the far side of Stow Canyon Road.

2. Increase the height of the proposed barriers to at least 8 feet. Higher would be better. As 45dB notes in their reports, the barriers should be no more than 6 feet from the sound sources

3. Require all amplification of speech and music to cease after 7:00 p.m.

4. Third-party monitoring of noise for all events with more than 250 people in attendance and/or for all events using amplification of speech and music. The third-party monitor shall be empowered to take all appropriate actions to reduce noise as set forth above.

Please let me know if you have any questions about the information presented in this letter.

Very truly yours,

Wilson Ihrig / RWDI

Derek L. Watry
Technical Director

Results based on August 2021 report source levels

Loc #1: To property line of 5885 Via Fiori; trying to match 45dB analysis

Source height	5.0	ft	includes 10' elevation change between Loc #3 and 467 Kings Way
Receiver height	5.0	ft	2nd floor of home
Barrier height	6.0	ft	includes 10' elevation change between Loc #3 and 467 Kings Way
Dist: Src-Barr	6.0	ft	
Dist Barr-Rcvr	76.0	ft	

	Dist (ft)	31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	8000 Hz	Leq, dBA	Lmax, dBA
Source level	10.0	58.6	60.0	72.0	83.0	82.0	82.0	80.0	75.0	60.0	86	
Adj to analysis level	(7.4)											
Adjusted		51.2	52.6	64.6	75.6	74.6	74.6	72.6	67.6	52.6	**79**	
Rcvr dist / Atten	82.0	(18.3)	(18.3)	(18.3)	(18.3)	(18.3)	(18.3)	(18.3)	(18.3)	(18.3)		
Receiver level		33.0	34.4	46.4	57.4	56.4	56.4	54.4	49.4	34.4	**61**	**76**
Barrier IL		(5.1)	(5.2)	(5.4)	(5.7)	(6.3)	(7.4)	(9.0)	(11.4)	(14.1)		
Mitigated level		27.9	29.2	41.0	51.7	50.0	49.0	45.3	38.0	20.2	**53**	**68**
										Effect of sound barrier:	**(8)**	

Loc #1: To 2nd floor of 5885 Via Fiori

Source height	5.0	ft	
Receiver height	23.0	ft	2nd floor of home; includes 8' elevation change between Loc #1 and 5885 Via Fiori
Barrier height	6.0	ft	
Dist: Src-Barr	6.0	ft	
Dist Barr-Rcvr	96.0	ft	

	Dist (ft)	31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	8000 Hz	Leq, dBA	Lmax, dBA
Source level	10.0	58.6	60.0	72.0	83.0	82.0	82.0	80.0	75.0	60.0	86	
Adj to analysis level	(7.4)											
Adjusted		51.2	52.6	64.6	75.6	74.6	74.6	72.6	67.6	52.6	**79**	
Rcvr dist / Atten	102.0	(20.2)	(20.2)	(20.2)	(20.2)	(20.2)	(20.2)	(20.2)	(20.2)	(20.2)		
Receiver level		31.1	32.5	44.5	55.5	54.5	54.5	52.5	47.5	32.5	**59**	**74**
Barrier IL		(5.0)	(5.0)	(5.0)	(5.0)	(5.0)	(5.0)	(5.0)	(5.0)	(5.1)		
Mitigated level		26.1	27.5	39.5	50.5	49.5	49.4	47.4	42.4	27.4	**54**	**69**
										Effect of sound barrier:	**(5)**	

Loc #3: To 2nd floor of 467 Kings Way

Source height	15.0	ft	includes 10' elevation change between Loc #3 and 467 Kings Way
Receiver height	15.0	ft	2nd floor of home
Barrier height	16.0	ft	includes 10' elevation change between Loc #3 and 467 Kings Way
Dist: Src-Barr	6.0	ft	
Dist Barr-Rcvr	198.0	ft	

	Dist (ft)	31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	8000 Hz	Leq, dBA	Lmax, dBA
Source level	10.0	58.6	60.0	72.0	83.0	82.0	82.0	80.0	75.0	60.0	86	
Adj to analysis level	(12.4)											
Adjusted		46.2	47.6	59.6	70.6	69.6	69.6	67.6	62.6	47.6	**74**	
Rcvr dist / Atten	204.0	(26.2)	(26.2)	(26.2)	(26.2)	(26.2)	(26.2)	(26.2)	(26.2)	(26.2)		
Receiver level		20.0	21.4	33.4	44.4	43.4	43.4	41.4	36.4	21.4	**48**	**63**
Barrier IL		(5.1)	(5.2)	(5.3)	(5.7)	(6.3)	(7.3)	(8.9)	(11.2)	(13.9)		
Mitigated level		14.9	16.3	28.1	38.8	37.2	36.2	32.5	25.3	7.5	**40**	**55**
										Effect of sound barrier:	**(8)**	

Loc #3: To 2nd floor of 5883 Marston												
	Source height	20.0	ft	includes 10' elevation change between Loc #3 and 5883 Marston								
	Receiver height	15.0	ft	2nd floor of home								
	Barrier height	21.0	ft	includes 10' elevation change between Loc #3 and 5883 Marston								
	Dist: Src-Barr	6.0	ft									
	Dist Barr-Rcvr	620.0	ft									
		Dist (ft)	**31.5 Hz**	**63 Hz**	**125 Hz**	**250 Hz**	**500 Hz**	**1000 Hz**	**2000 Hz**	**4000 Hz**	**8000 Hz**	**Leq, dBA**	**Lmax, dBA**
	Source level	10.0	58.6	60.0	72.0	83.0	82.0	82.0	80.0	75.0	60.0	86	
	Adj to analysis level	(12.4)											
	Adjusted		46.2	47.6	59.6	70.6	69.6	69.6	67.6	62.6	47.6	**74**	
	Rcvr dist / Atten	626.0	(35.9)	(35.9)	(35.9)	(35.9)	(35.9)	(35.9)	(35.9)	(35.9)	(35.9)		
	Receiver level		10.3	11.7	23.7	34.7	33.7	33.7	31.7	26.7	11.7	**38**	**53**
	Barrier IL		(5.1)	(5.2)	(5.4)	(5.7)	(6.3)	(7.4)	(9.1)	(11.5)	(14.2)		
	Mitigated level		5.2	6.5	18.3	29.0	27.4	26.3	22.6	15.2	(2.5)	**30**	**45**
										Effect of sound barrier:		**(8)**	

Loc #5: To 2nd floor of 5882 Marston												
	Source height	15.0	ft	includes 10' elevation change between Loc #5 and 5882 Marston								
	Receiver height	15.0	ft	2nd floor of home								
	Barrier height	16.0	ft	includes 10' elevation change between Loc #5 and 5882 Marston								
	Dist: Src-Barr	6.0	ft									
	Dist Barr-Rcvr	505.0	ft									
		Dist (ft)	**31.5 Hz**	**63 Hz**	**125 Hz**	**250 Hz**	**500 Hz**	**1000 Hz**	**2000 Hz**	**4000 Hz**	**8000 Hz**	**Leq, dBA**	**Lmax, dBA**
	Source level	10.0	58.6	60.0	72.0	83.0	82.0	82.0	80.0	75.0	60.0	86	
	Adj to analysis level	(12.4)											
	Adjusted		46.2	47.6	59.6	70.6	69.6	69.6	67.6	62.6	47.6	**74**	
	Rcvr dist / Atten	511.0	(34.2)	(34.2)	(34.2)	(34.2)	(34.2)	(34.2)	(34.2)	(34.2)	(34.2)		
	Receiver level		12.1	13.5	25.5	36.5	35.5	35.5	33.5	28.5	13.5	**40**	**55**
	Barrier IL		(5.1)	(5.2)	(5.3)	(5.6)	(6.2)	(7.2)	(8.9)	(11.1)	(13.8)		
	Mitigated level		7.0	8.3	20.1	30.8	29.2	28.2	24.6	17.3	(0.4)	**32**	**47**
										Effect of sound barrier:		**(8)**	

Results based on December 2024 report comment

Loc #3: To 2nd floor of 467 Kings Way												
	Source height	15.0	ft	includes 10' elevation change between Loc #3 and 467 Kings Way								
	Receiver height	15.0	ft	2nd floor of home								
	Barrier height	16.0	ft	includes 10' elevation change between Loc #3 and 467 Kings Way								
	Dist: Src-Barr	6.0	ft									
	Dist Barr-Rcvr	198.0	ft									
		Dist (ft)	**31.5 Hz**	**63 Hz**	**125 Hz**	**250 Hz**	**500 Hz**	**1000 Hz**	**2000 Hz**	**4000 Hz**	**8000 Hz**	**Leq, dBA**	**Lmax, dBA**
	Source level	10.0	58.6	60.0	72.0	83.0	82.0	82.0	80.0	75.0	60.0	86	
	Adj to analysis level	(1.4)											
	Adjusted		57.2	58.6	70.6	81.6	80.6	80.6	78.6	73.6	58.6	**85**	
	Rcvr dist / Atten	204.0	(26.2)	(26.2)	(26.2)	(26.2)	(26.2)	(26.2)	(26.2)	(26.2)	(26.2)		
	Receiver level		31.0	32.4	44.4	55.4	54.4	54.4	52.4	47.4	32.4	**59**	**74**
	Barrier IL		(5.1)	(5.2)	(5.3)	(5.7)	(6.3)	(7.3)	(8.9)	(11.2)	(13.9)		
	Mitigated level		25.9	27.3	39.1	49.8	48.2	47.2	43.5	36.3	18.5	**51**	**66**
										Effect of sound barrier:		**(8)**	

Loc #3: To 2nd floor of 5883 Marston												
	Source height	20.0	ft	includes 10' elevation change between Loc #3 and 5883 Marston								
	Receiver height	15.0	ft	2nd floor of home								
	Barrier height	21.0	ft	includes 10' elevation change between Loc #3 and 5883 Marston								
	Dist: Src-Barr	6.0	ft									
	Dist Barr-Rcvr	620.0	ft									
		Dist (ft)	**31.5 Hz**	**63 Hz**	**125 Hz**	**250 Hz**	**500 Hz**	**1000 Hz**	**2000 Hz**	**4000 Hz**	**8000 Hz**	**Leq, dBA**	**Lmax, dBA**
	Source level	10.0	58.6	60.0	72.0	83.0	82.0	82.0	80.0	75.0	60.0	86	
	Adj to analysis level	(1.4)											
	Adjusted		57.2	58.6	70.6	81.6	80.6	80.6	78.6	73.6	58.6	**85**	
	Rcvr dist / Atten	626.0	(35.9)	(35.9)	(35.9)	(35.9)	(35.9)	(35.9)	(35.9)	(35.9)	(35.9)		
	Receiver level		21.3	22.7	34.7	45.7	44.7	44.7	42.7	37.7	22.7	**49**	**64**
	Barrier IL		(5.1)	(5.2)	(5.4)	(5.7)	(6.3)	(7.4)	(9.1)	(11.5)	(14.2)		
	Mitigated level		16.2	17.5	29.3	40.0	38.4	37.3	33.6	26.2	8.5	**41**	**56**
										Effect of sound barrier:		**(8)**	

Loc #5: To 2nd floor of 5882 Marston												
	Source height	15.0	ft	includes 10' elevation change between Loc #5 and 5882 Marston								
	Receiver height	15.0	ft	2nd floor of home								
	Barrier height	16.0	ft	includes 10' elevation change between Loc #5 and 5882 Marston								
	Dist: Src-Barr	6.0	ft									
	Dist Barr-Rcvr	505.0	ft									
		Dist (ft)	**31.5 Hz**	**63 Hz**	**125 Hz**	**250 Hz**	**500 Hz**	**1000 Hz**	**2000 Hz**	**4000 Hz**	**8000 Hz**	**Leq, dBA**	**Lmax, dBA**
	Source level	10.0	58.6	60.0	72.0	83.0	82.0	82.0	80.0	75.0	60.0	86	
	Adj to analysis level	(1.4)											
	Adjusted		57.2	58.6	70.6	81.6	80.6	80.6	78.6	73.6	58.6	**85**	
	Rcvr dist / Atten	511.0	(34.2)	(34.2)	(34.2)	(34.2)	(34.2)	(34.2)	(34.2)	(34.2)	(34.2)		
	Receiver level		23.1	24.5	36.5	47.5	46.5	46.5	44.5	39.5	24.5	**51**	**66**
	Barrier IL		(5.1)	(5.2)	(5.3)	(5.6)	(6.2)	(7.2)	(8.9)	(11.1)	(13.8)		
	Mitigated level		18.0	19.3	31.1	41.8	40.2	39.2	35.6	28.3	10.6	**43**	**58**
										Effect of sound barrier:		**(8)**	

EXHIBIT B

Proposed Modified and Additional Conditions of Approval

PROPOSED MODIFIED AND ADDITIONAL CONDITIONS OF APPROVAL

Submitted by Protect the Soil Now, July 13, 2026

Conventions. This exhibit proposes revisions to the Staff-recommended Conditions of Approval (Exhibit E to the proposed Resolution) and adds new conditions. Proposed additions are shown underlined in blue; proposed deletions are shown in ~~red strikethrough~~. Unmodified text of each condition is quoted only to the extent necessary for context. New conditions are labeled "NEW." These revisions are intended to complement, and not duplicate, the Staff conditions; condition numbers below track the Staff numbering in Exhibit E.

Condition No. 1 (Project Description): Events and Festivals

• Events: These include fundraising events, farm-to-table meals, seasonal events, open house, lectures etc. … The estimated attendance is between ~~250-750~~up to 500 attendees and could occur ~~between 4-8~~no more than four (4) times per year, excluding the farm-to-table meals. The farm-to-table meals are planned to occur ~~2 times per month~~no more than once (1) per month.

• Festivals: ~~Five (5) festivals are planned with an estimated rolling attendance of between 800-1500 visitors in total~~No more than one (1) festival per year is planned, with a maximum attendance of 1,500 visitors, spread out over the festival day. These events would occur on Saturdays between 10 am – 9 pm and Sundays between 1 pm – 9 pm.

> ***PTSN note:*** *Conforms the project description to the reduced event/festival program requested in the letter (§ III.1). Attendance shall be actively monitored and logged (see revised Condition No. 56).*

Condition No. 1 (Project Description): Eligible Uses; No Weddings, Private, Corporate, or Outside-Hosted Events

All programs and events will be community events open to the public for community benefit for the purpose of being ancillary uses to support the organization's educational mission … No private or corporate rentals, and/or weddings are authorized with this CUP. Events and festivals shall be limited to those hosted by Fairview Gardens itself in direct furtherance of its own agricultural and educational mission. For clarity, no weddings, private events, corporate events, or events sponsored, rented, or hosted by or for any outside or third-party organization (non-profit or otherwise) are authorized. Farm tours may continue year-round but shall not be amplified; and, although tractor rides are not part of the Project as proposed, they shall be permitted only at the one authorized festival and the four authorized events and prohibited at all other times.

> ***PTSN note:*** *Ensures the farm's own educational-mission events cannot be used as a vehicle for large third-party or non-profit gatherings.*

Condition No. 44 (Off-Site Parking)

The Permittee must also maintain the off-site parking agreements for the life of the CUP. If any of the parking agreements expire or are rescinded, the Permittee must inform the City in writing within five (5) business days and the maximum number of participants must be reduced. Specifically, if any off-site parking Memorandum of Understanding expires or is rescinded, the maximum permitted attendance for all events and festivals shall be automatically and immediately reduced so that no event or festival exceeds the parking capacity then secured on-site plus any remaining valid off-site agreements. No event or festival may proceed that would exceed the then-available secured parking.

Condition No. 52 (Programs and Events): Noise Limit and Enforcement

As outlined below in Condition 56, the noise levels at all property lines must not exceed 60 dBA during events. Further, events must be conducted in a manner that meet the conditions outlined in Section 9.01.080 of the GMC. Enforcement. The City may issue a notice of violation for any exceedance of the noise limits or other event conditions. Graduated penalties shall apply as established by the City, and three (3) verified violations of the noise or event conditions within any 24-month period shall trigger a mandatory noticed public review of this CUP before the Planning Commission, at which the Commission may modify the conditions of approval or revoke the permit. The Permittee shall maintain a dedicated telephone hotline and email address, published to surrounding residents, for the reporting of noise and event complaints during all events.

Condition No. 56 (Operational Measures for Programs and Events)

56(b), Amplified sound levels, barriers, and cutoff time:

Amplified music/sounds from any events must not exceed 60 dBA at any of the common property lines with the adjacent uses. Further, sound measuring 95 dBA at 10 feet from the source is prohibited at any time. Amplified sound at up to ~~85 dBA~~74 dBA at 10 feet from the source~~s~~ are permitted but must be accompanied with the utilization of sound attenuation measures including setbacks, speaker orientation, and physical barriers such as permanent/temporary walls or hay bales ~~6 feet high~~at least 8 feet high or at least as high at the top of the loudspeakers. All amplification of music and voice shall cease no later than 7:00 p.m., except during the four events and the one festival authorized under Conditions Nos. 56(f) and 56(g), which may continue until 9:00 p.m. … If the implementation of the sound attenuation measures do not result in a noise reduction to 60 dBA at the property line, then the amplification must be reduced immediately to not exceed 60 dBA at the adjacent property lines.

> ***PTSN note:*** *Source-level cap (74 dBA at 10 ft), 8-foot minimum barrier height, and 7:00 p.m. amplification cutoff reflect the recommendations of the Association's acoustical expert (Ex. A, at pp. 7–8).*

56(c), Monitoring, logging, and third-party verification (additions):

The Permittee will utilize commercially available self-management tools to measure and control sound levels during events. … In addition, the Permittee shall retain an independent, third-party acoustical monitor for every event or festival exceeding 250 attendees; the monitor shall be empowered to require reductions in amplification and shall report results to the City. The Permittee shall monitor and record attendance at every event and festival and shall submit an annual event log to the City documenting the date, type, attendance, and amplification of each event. The Permittee shall provide at least two (2) weeks' advance written notice to the City, and to residents within the noticing radius, of any event or festival expected to exceed 150 attendees.

56(f), Events with amplified sound:

Events with up to ~~750~~500 attendees, including those with amplified music and/or voice, ~~will occur in the evenings during the week, ending no later than 9 pm, and during daytime hours on the weekends, ending no later than 7 pm.~~may occur on weekdays or weekends and may continue until 9:00 p.m., up to ~~8~~four (4) times per year, except farm-to-table events that ~~will occur 2 times per month~~shall occur no more than once (1) per month.

PTSN note: *Consistent with the letter (§§ III.1 and III.3): the four events (up to 500 attendees) and the one festival (Condition 56(g)) are the occasions that may run until 9:00 p.m.; all other amplified sound ceases at 7:00 p.m. (Condition 56(b)). These events are not confined to weekdays.*

56(g), Festivals:

~~Festival events, including those with amplified music and/or voice, shall only occur between the hours of 10 am and 9 pm on Saturday's, and between the hours of 1 pm and 9 pm on Sunday's.~~No more than one (1) festival shall occur per year, of up to 1,500 attendees. The festival shall occur only between 10 a.m. and 9 p.m. on a Saturday or between 1 p.m. and 9 p.m. on a Sunday. Sound attenuation measures include utilizing setbacks, speaker orientation, and physical barriers such as temporary walls or hay bales.

56(i), Spacing and quiet periods (NEW subpart):

A minimum of twenty-five (25) days shall separate any two events or festivals involving amplified sound. At least twenty-six (26) weekends per calendar year shall remain entirely free of events and festivals. Weekday-evening activity after 5:00 p.m. shall not be discernible at the residential property lines.

56(j), Daytime amplified sound (NEW subpart):

Daytime amplified sound, including from megaphones and public-address systems, shall be located within the farmhouse envelope and shall not be discernible at the residential property lines.

Condition No. 53 (Animal Keeping): Absolute Prohibition on Roosters

No prohibited animals, including roosters, as provided for in Section 17.41.060 (C), are allowed to be kept on the site. For the avoidance of doubt, no roosters shall be kept on the property under any circumstances, notwithstanding any reference to "chickens" or "small animals" elsewhere in the project description or these conditions. In addition, all animals authorized by this CUP, including chickens and other small animals, shall be kept within the 25-foot by 80-foot fenced enclosure located adjacent to the shared property line with the Library, approximately 170 feet east of Fairview Avenue and approximately 25 feet north of the northeastern portion of the Library building.

PTSN note: *Confirms and clarifies the existing rooster prohibition and makes the enclosure location (stated in the staff report) an enforceable condition.*

NEW Condition: Setback of Event and Gathering Uses from Residential Property Lines

No amplified-sound source, stage, festival, or large gathering shall be located within at least 200 feet of any residential property line. This use setback supersedes the 20-foot event-source setback in Condition No. 56(a).

PTSN note: *Uses the size of the 12.23-acre parcel to buffer the neighbors; consistent with the applicant's own siting of festivals 200–440 feet from the property lines. PTSN may adjust the distance.*

Condition No. 65(b)(i) (Design Review): Farmworker Housing Location

~~Alternative locations of the staff housing and consider modifying the design of the staff housing to more closely reflect the character of the farmhouse.~~The staff (farmworker) housing shall be relocated away from the northern and eastern residential property lines to reduce privacy, light, and noise impacts on the adjacent residences (currently as close as approximately 40 feet), and the number of units shall be reduced to lower density. At Final Design Review, the applicant shall relocate the housing to one of the interior locations the neighbors have identified: the centralized development envelope near the farmhouse along the driveway

(the envelope the City approved for permanent housing in 2008, where sewer and utilities were already trenched), near the Goleta Library, or in the area where the farm's yurts now stand. This relocation is consistent with the City Council's prior relocation of farmworker housing to a central location to abate a nuisance (Resolution No. 08-27, Finding 2.5; Resolution No. 10-55, § 2.5). The conservation easement does not preclude relocation: the Santa Barbara County Land Trust has confirmed in writing (its December 10, 2024 letter, and a more recent letter in the Planning Commission public comments) that the agricultural-support areas may be reconfigured from time to time and need not be contiguous. The design of the housing shall more closely reflect the character of the farmhouse and surrounding neighborhood. Relocating the housing would also allow the area it now occupies to be returned to being agricultural land.

> ***PTSN note:*** *This strengthens the Design Review Board's own recommendation to study alternative housing locations, and sites the units nearer existing utility trenching to conserve fertile soil.*

NEW Condition: East-Perimeter Safety Barrier and Setback

Prior to commencement of any authorized programs, events, or festivals, the Permittee shall install a cyclone fence or equivalent barrier along the east side of the east perimeter road, extending forty-five (45) feet north from the residential property boundary adjacent to the drainage ditch and culvert. The triangular area east of that barrier, which has not been used by the farm since at least 1998, shall be designated off-limits to planned or unplanned gatherings of any size, to guided or unguided tours, and to occupation of any kind. The perimeter setback shall be extended northward along the ditch. This condition addresses documented safety hazards, including the stormwater channel, eroding bank, and fall hazard along the ditch. The precise boundaries of the off-limits triangular area shall be confirmed on the ground by a qualified surveyor or landscape professional so that the area is correctly located.

NEW Condition: Agricultural Service Road (Rerouting, Screening, and Vehicle Limits)

The agricultural service road along the east and south perimeter shall be reconfigured so that it does not run along the fence line of the southeast-corner residence. Moving south along the planned north-south service road that runs west of and parallel to the drainage channel, the road shall curve to the right approximately 45 feet out from the southeast-corner residence before meeting the southern boundary road, as shown in the annotated exhibit submitted by the Association. The corner resident at 451 Albany Court, which is uniquely located, shall be permitted to plant screening vegetation on the farm side of the perimeter fence. Vehicles using the agricultural service road shall be majority electric, consistent with the farm's transition to electric equipment, and shall be dedicated farm vehicles, not large trucks such as five-ton trucks or semi-trailers.

> ***PTSN note:*** *The service road is depicted only on pages 15 to 17 of the Notice of Exemption and is not otherwise described or analyzed. Farm roads are not counted as agricultural-support areas under the conservation easement, so the reconfiguration raises no easement concern.*

NEW Condition: Barn Massing and Produce-Stand Operations

The massing of the multi-functional barn shall be reduced, including by removing the mezzanine/upper level and reducing the footprint, so that it reads as a farm building rather than a commercial event venue, and the applicant's proposed height reduction shall be incorporated as an enforceable condition. The Project shall specify the events and gatherings, if any, that will occur within the barn; if the barn is not to be used for larger gatherings, its footprint shall be reduced accordingly. Farmstand operations, customer queuing, and sales shall not occur within the public right-of-way along Fairview Avenue. In addition, deliveries by five-ton trucks, semi-trailers, and other large trucks to the farm stand and other farm-envelope uses via the

Fairview Avenue and Stow Canyon Road access shall be prohibited; large delivery vehicles have blocked visibility and entry at Stow Canyon Road, and deliveries shall be limited to appropriately sized vehicles.

From: Brian Hiefield
To: PER Meetings
Subject: FW: Fairview gardens
Date: Monday, July 13, 2026 1:07:15 PM

Additional public comment.

Brian Hiefield
Senior Planner
City of Goleta
Planning & Environmental Review Department
Current Planning Division
805-961-7559
bhiefield@cityofgoleta.gov

From: Amy Sweeney <amygsweeney@gmail.com>
Sent: Monday, July 13, 2026 12:25 PM
To: Brian Hiefield <bhiefield@cityofgoleta.gov>
Subject: Fairview gardens

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Brian,

Dear Planning Commission Board,

My name is Amy Sweeney and I have spent over 25 years in the food industry and champion healthy, local food choices for everyone. One of the most meaningful experiences was helping create an edible garden at my son's elementary school.

I watched children plant seeds, care for them, harvest them, and then cook what they had grown. Children who wouldn't touch a vegetablecouldn't wait to taste them because they had grown them themselves. They learned patience, responsibility, and a lifelong connection to healthy food.

From that experience I believe Fairview Gardens is such an important community asset. One of its greatest gifts is serving as an outdoor classroom, where children and families can experience those same life-changing lessons firsthand. And that's just one of the many ways Fairview Gardens enriches our community.

Places like Fairview Gardens are incredibly rare. Once they're gone, we can't replace them. I respectfully ask you to approve the Conditional Use Permit so future

generations can continue to benefit from this extraordinary community resource.

Sincerely
Amy Sweeney
Sent from my iPhone

From:	Christopher Cobb
To:	City Clerk Group; PER Meetings; Brian Hiefield
Subject:	Formal Incorporation by Reference of All Opposition Comments – Case No. 25-0001-CUP
Date:	Monday, July 13, 2026 12:34:35 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This letter is submitted for the administrative record regarding the Conditional Use Permit application for Fairview Gardens at 598 N. Fairview Avenue (Case No. 25-0001-CUP).

Please be advised that this correspondence serves to formally incorporate by reference all written and oral public comments, expert acoustical and traffic reports, and legal objections submitted to the City of Goleta by any party in opposition to this project or questioning the validity of its environmental review.

Under the California Environmental Quality Act (CEQA) and relevant land-use statutes, a party exhausts their administrative remedies by ensuring that issues are presented to the lead agency prior to project approval. By this letter, every environmental, operational, zoning, and legal objection raised by any other community member, adjacent property owner, community association, or retained legal counsel is formally adopted and incorporated as though fully set forth herein.

This explicitly includes, but is not limited to, all submitted evidence and arguments regarding:

- The invalidity of the proposed Class 32 Categorical Exemption due to unusual circumstances and significant environmental impacts.
- The physical and legal hazards associated with off-site parking Memorandums of Understanding (MOUs) and pedestrian traffic.
- The neighborhood incompatibility of amplified sound and commercial entertainment events on an agricultural parcel.
- The necessity of enforcing the City Council's 2008 mandate (Resolution 08-27) regarding the centralized location of farmworker housing.
- The inappropriate waiver of transportation development impact fees for a commercial venue.

The totality of the opposition in the administrative record demonstrates that this project is fundamentally incompatible with the surrounding residential neighborhood and cannot legally proceed under a Categorical Exemption.

The Commission is formally requested to review the entirety of the administrative record, reject the Categorical Exemption, require a full Environmental Impact Report, mandate the relocation of the staff housing, and ensure this project remains strictly true to its agricultural zoning.

Sincerely,

Christopher Cobb

5949 Trudi Drive

Goleta, CA 93117

July 13, 2026

VIA ELECTRONIC MAIL

Members of the Planning Commission
City of Goleta
130 Cremona Drive
Goleta, CA 93117
PERmeetings@cityofgoleta.gov
Brian.Hiefield@cityofgoleta.org

RE: Formal Notice of Easement Conflict and Flawed Landscape Mitigation (Case No. 25-0001-CUP)

Dear Members of the Planning Commission and City Planning Office:

This letter is submitted to formally place the City on notice regarding a fatal legal and physical conflict within the applicant's proposed Site Plan and the draft Conditions of Approval (specifically Conditions 63 and 65) for Fairview Gardens.

To mitigate the environmental and visual impacts of the proposed agricultural and commercial expansion, the applicant's site plan and the City's conditions mandate the installation of a dense vegetative buffer—including four 36-inch box Coast Live Oaks—directly along the northern property line (**see Attachment A**). However, the applicant's site plan fails to clearly delineate the precise location and species of this buffer relative to the established easements that run along this boundary.

The recorded deeds (**see Attachment B**) for the adjacent residential properties on Via Fiori explicitly grants the adjacent homeowners the legal right to access and utilize these easements. It is critical that the City acknowledge that these proposed buffer plantings must not encroach into these easements at mature growth. Permitting the applicant to plant massive, deep-rooted Coast Live Oaks and a dense vegetative buffer directly inside or adjacent to these easements poses a direct threat to the established property rights granted by that deed, as well as the long-term utility access required for this corridor.

Furthermore, mandating the planting of trees that will reach significant size within a dedicated utility corridor violates standard utility safety, access, and maintenance clearances. An applicant cannot legally satisfy their CUP environmental mitigation requirements by utilizing encumbered land in a manner that obstructs utility access or strips an adjacent property owner of their recorded deeded rights. Because the proposed mitigation is legally and physically unimplementable as currently depicted, the site plan is structurally invalid.

The Commission is formally requested to require the applicant to clearly map the vegetative buffer in relation to the easement boundaries and to relocate all proposed trees, vegetative screening, and associated structures entirely out of the northern utility easement, shifting them south onto the unencumbered portions of the Fairview Gardens parcel.

Additionally, **the Commission is requested to mandate that no plantings be permitted that, at mature growth, will encroach upon or obstruct the utility easement.** Furthermore, **the applicant must be required to provide the adjacent property owners with the right of input regarding the selection of plant species and the determination of mature height/height limitations to ensure the buffer does not become a nuisance or obstruction.** Finally, **the maintenance of this buffer must be an indefinite requirement tied to the property title; the current 5-year expiration imposed by Condition 64 is wholly insufficient and must be amended to require permanent, ongoing care.**

Please require the applicant to submit an updated, legally compliant site plan for public review before any Design Approval or Conditional Use Permit is granted.

Sincerely,

Larry Cobb Linda Cobb

Larry Cobb
Linda Cobb
5843 Via Fiori
Goleta, CA 93117

Attachments:

A. Fairview Gardens Site Plan and Detailed View
B. Declaration of Covenants, Conditions and Restrictions of Fairview Village

Attachment A

Fairview Gardens Site Plan and Detailed View



Area detailed on next page

GENERAL NOTES: SITE PLAN

1. See Civil plans for site demolition, grading, drainage, erosion control, and site utilities.
2. Refer to Elevations for exterior finishes.

LEGEND: SITE PLAN

- property line
- setback
- easement
- (E) contour
- (N) contour
- feature above
- feature below
- (E) building area
- (N) building area
- asphalt
- concrete
- gravel
- DG
- mulch
- crop — Ag. Crops *Items in blue subject to change seasonally
- Existing native tree to be removed per arborist report
- Existing native tree to remain but with impacted per arborist report
- (4) 36" box coast live oak trees to be planted as mitigation for removed or impacted trees per project arborist report
- Existing tree to be protected per arborist report

Site Plan 1

blackbird architects
235 Palm Ave.
Santa Barbara CA
93101 USA
t 805.957.1315
f 805.957.1317
www.bbird.com

Center for Urban Agriculture at Fairview Gardens

598 N. Fairview Ave.
Goleta, CA 93117

APN # 069-090-052

Revisions

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The design ideas and plans represented by these documents are the property of Blackbird Architects, Inc. Use or copy is permitted by contract only. The use or revisions of these ideas or plans is prohibited without the written permission of Blackbird Architects, Inc.

NOT FOR CONSTRUCTION

Site Plan

A1.1

5.28.2026

Site Plan Detail View

Fairview Gardens Northern Boarder at 5843 Via Fiori Residence

Property Line

Utility Easement



Buffer encroachment onto utility easement constitutes violation of deeded rights to Via Fiori Neighbors (Fairview Village)

Attachment B

Declaration of Covenants, Conditions and Restrictions of

Fairview Village

Recording Requested by:
And When Recorded Return to:

Steven K McGuire, Esq.
ALLEN and KIMBELL
317 East Carrillo Street, Suite 100
Santa Barbara, California 93101
Telephone: (805) 963-8611

1987-00077d

1987 JAN -8 PM 3:00

CONFORMED COPY: HAS NOT BEEN
COMPARED WITH ORIGINAL
KENNETH A. PETTIT
SANTA BARBARA COUNTY CLERK-RECORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

FAIRVIEW VILLAGE

THIS DECLARATION is made this 8TH day of OCTOBER, 1986, by Frank Serena Construction and Development, Inc., a California corporation, herein referred to as "Declarant," with reference to the following facts:

A. Declarant is the owner of certain real property commonly described as Fairview Village, Goleta, in the unincorporated area of Santa Barbara County, California, and more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (herein called "the property");

B. It is the desire and intention of the Declarant to subdivide and sell the lots in the subdivision described above and to impose on said lots mutually beneficial restrictions under a general plan of improvement, all for the benefit of all of said lots and the owners thereof.

NOW, THEREFORE, Declarant hereby declares that the property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property and every part thereof. All of the covenants, conditions, easements and restrictions shall run with the property, shall be binding upon all parties having or acquiring any right, title or interest therein or any part thereof, shall be for the benefit of each owner of any portion of the property or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

ARTICLE I

Definition of Terms

Unless expressly provided otherwise, the following terms as used herein shall have the following meaning:

1.01. Declarant. Frank Serena Construction and Development, Inc., a California corporation, its successors and assigns.

1.02. Declaration. This Declaration, as it may be amended from time to time.

1.03. Owner. The record owner, whether one or more persons or entities, of the fee simple title to any residential lot, including contract purchasers in possession, but excluding those having such interest merely as security for performance of an obligation. Where the ownership of a residential lot is vested in more than one person, or in an entity other than a natural person, such owner or person shall, from time to time, designate one natural person in writing to vote and exercise all of the rights of such owners as hereinafter set forth.

1.04. Property. The real property described in Article II.

1.05. Residential Lot or Lot. One of the separate lots for residential use numbered 1 through 26 of subdivision tract 13,526 comprising the real property.

1.06. Subdivider. Frank Serena Construction and Development, Inc., a California corporation, herein sometimes referred to as "Declarant."

ARTICLE II

Property Subject to Declaration

2.01. The Property. The real property initially subject to this Declaration is located in Goleta, in the unincorporated area of Santa Barbara County, State of California, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE III

Uses of the Property

3.01. Residential Use. The real property is hereby restricted to residential use.

3.02. Restrictions on Use. The property shall be subject to the following restrictions:

(a) Each residential lot shall be used for residential purposes in compliance with applicable zoning regulations.

LAW OFFICES
ALLEN AND KIMBELL
Santa Barbara

(b) On January 2, 1986, the Board of Directors of the Goleta Water District granted final approval for water service to the subdivision comprising the property, subject to certain conditions. Among the conditions was the limitation on water allocation to the property of a maximum of 7.13 acre-feet per year. In order to assure compliance with such condition, the Goleta Water District (1) agreed to issue twenty-six (26) water meters to each of the twenty-six (26) residential lots comprising the property and (2) limited the number of bedrooms to be constructed as part of such residences to an aggregate total of no more than eighty-three (83) bedrooms on the property. Accordingly, the number of bedrooms that may be constructed on each residential lot in the development is as follows:

Lot	Number of bedrooms
1	2
2	2
3	3
4	2
5	3
6	3
7	3
8	4
9	3
10	3
11	3
12	4
13	3
14	4
15	3
16	4
17	3
18	4
19	3
20	4
21	4
22	3
23	4
24	3
25	3
26	3

(c) As a condition of approval of the subdivision comprising the property (Tract 13,526), Declarant has conveyed to the County of Santa Barbara, and the County has accepted, certain property within the development for the future expansion of Stowe Canyon Road. Such property is referred to as "lots 1 through 26 " on the final subdivision map of tract 13,526, recorded 10/16/86 , in Book 150 , Page 77 , of Maps in the Office of the Records of Santa Barbara County, California, (herein called "right of way").

Because the County does not presently intend to construct road improvements in the right-of-way, it has agreed to grant encroachment permits, or similar permits, to the owners of lots eighteen (18) through twenty-six (26), inclusive, in the development to permit such owners to encroach into the right-of-way for yard purposes. Such owners shall be permitted to fence in the right-of-way and to improve it with landscaping and similar yard improvements; provided that at such time the County determines to improve the right-of-way, such owners shall remove, at their cost, all fencing, yard improvements and landscaping installed by them in the right-of-way.

Any owner who encroaches into the right-of-way as above set forth shall release, discharge and agree to indemnify and hold the County of Santa Barbara, its successors and assigns, harmless from any and all claims or causes of action of any nature whatsoever arising from such owners' use of the right-of-way for the purpose above set forth and shall undertake the defense of the County against any and all such claims and cause of action.

(d) The terms and conditions set forth in that document entitled "Subdivider's Contract for Drainage Improvements and Private Drainage and Maintenance Easements", dated October 3, 1986, by and between Santa Barbara County Flood Control and Water Conservation District and Declarant are hereby incorporated by reference herein, and each owner of a residential lot agrees to abide by the provisions thereof.

(e) Each owner shall maintain the final graded slopes of his residential lot in accordance with any final grading plan for the development approved by the Department of Public Works, County of Santa Barbara, California, or any amendment thereto.

ARTICLE IV

General Provisions

4.01. Interpretation: Inconsistency.: The provisions of this Declaration shall be liberally construed to effectuate its purposes for the mutual benefit of all owners.

4.02. Severability: The provisions herein shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any of the provisions hereof shall not affect the validity of the remaining provisions.

4.03. Enforcement; Waiver. The Declarant, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any owner who is damaged by the breach by another owner of this declaration may bring an action either to recover damages for any loss sustained thereby or to seek injunctive relief to enforce such provisions, or both.

4.04. Binding on Successors. This Declaration shall be binding upon, and shall inure to the benefit of, the successors and assigns of Declarant, and the heirs, personal representatives, grantees, lessees, sublessees, contract purchasers, guests and assignees of the owners.

4.05. Attorney's Fees. In any action whatsoever arising from rights and obligations established under this Declaration, including but not limited to actions for damages resulting from a breach of this Declaration or actions for specific enforcement hereof, the prevailing party shall be entitled to recover such a reasonable sum as the court may fix as attorney's fees and costs.

4.06. Effect of Breach on Encumbrance. No breach of said covenants, conditions, restrictions and rights, or any right of entry by reason thereof, shall defeat or render invalid any mortgage or deed of trust made in good faith and for value . However, each and all of said covenants, conditions, restrictions and rights, shall be binding upon and effective against any owner of said lot whose title thereto is acquired by trustee's sale or foreclosure. The breach of any of said covenants, conditions, restrictions, and rights may be enjoyed, abated or reviewed by appropriate proceedings. notwithstanding the lien or existence of any such mortgage.

4.07. Leases. Any lease of a residential lot shall provide that the lease is subject to in all respects the provisions of the Declaration. Such lease shall further provide that any failure by the lessee to comply with the terms of such document shall be a default under the lease. All leases and rental agreements of residential lots shall be in writing.

ARTICLE V

Term of Declaration

5.01. The covenants contained herein shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from execution hereof, after which time the covenants shall be deemed automatically extended for successive periods of twenty-one (21) years, unless an instrument executed by not less than a majority of the owners of residential lots shall be recorded, cancelling and terminating this Declaration.

ARTICLE VI

Duration and Amendment

6.01. Amendment. This Declaration may be amended or terminated in whole or part as to all or any part of the development by a written instrument duly executed by the following and recorded in the Office of the County Recorder of Santa Barbara County:

(a) As to all or any part of the development at the time all is owned by Declarant, such amendment may be executed by Declarant alone.

(b) After the sale of the first residential lot in the development, such amendment shall be executed by not less than a majority of the owners owning residential lots.

ARTICLE VII

Rights of County

7.01. Enforcement; Supplement to Section 4.03. The County of Santa Barbara, California shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, those provisions of this Declaration set forth in Sections 3.02 (a), (b), (d) and (e) hereof.

7.02. Term; Supplement to Section 5.01. The written consent of the Director of the Resource Management Department of the County of Santa Barbara, California shall be required to cancel or terminate this Declaration as long as the provisions of Sections 3.02 (a), (b), (d) and (e) remain in effect.

7.03. Amendment; Supplement to Section 6.01. The written consent of the Director of the Resource Management Department of the County of Santa Barbara, California shall be required to add or amend any provision of this Declaration set forth in Sections 3.02 (a), (b), (d) and (e) and 5.01, or the Final Subdivision Map of the property, and no amendment of this Article VII can be adopted without the written consent of the Director of the Resource Management Department of the County.

IN WITNESS WHEREOF, the foregoing instrument was subscribed the day and year first above written.

Serena Construction and Development. Inc.
a California Corporation

By: _____
President

APPROVED AS TO FORM
K[illegible]

BY _____

EXHIBIT "A"

Legal Description:

Lots 1 through 26 inclusive of Tract No. 13,526, in the County of Santa Barbara, State of California, as per map filed in Book 150, Pages 77 and 78 of Maps, in the Office of the Santa Barbara County Recorder of said County.

SAFECO Stock No. CAL-0374 (Rev. 6-83) Ack. Corporation

Staple

STATE OF CALIFORNIA
COUNTY OF Santa Barbara } S.S.

On this the 8th day of October 19 86 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank A. Serena

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the XXXXXX President, and XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, personally known to me or proved to me on the basis of satisfactory evidence to be XXXXXX Secretary of the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature _____

Staple

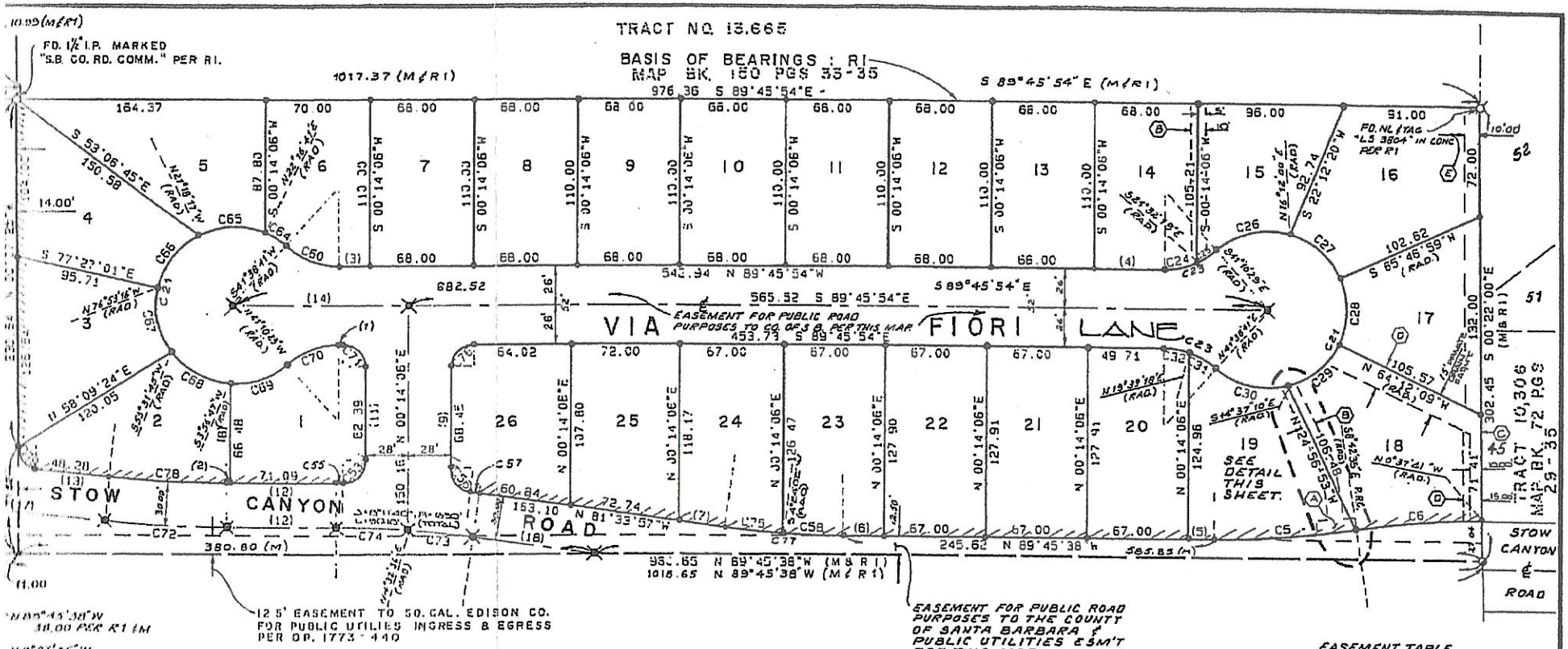
SAFECO TITLE INSURANCE

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
EUGENE A. SPAULDING
NOTARY PUBLIC CALIFORNIA
SANTA BARBARA COUNTY
My Commission Exp. Oct. 31, 1986

TRACT NO. 13,665

BASIS OF BEARINGS : RI
MAP BK. 150 PGS 33-35



NOTES

CIRCLES SHOWN THUS ● DENOTE 1/2" IRON PIPE SET W/TAG MARKED " LS 5470" UNLESS OTHERWISE NOTED.

CIRCLES SHOWN THUS ⊙ DENOTE 2" B.C. MON. FD. MARKED "RE 1122" RECORD PER R1.

CIRCLES SHOWN THUS ⊠ DENOTE 1/2" IRON PIPE SET 12" BELOW FINISHED GRADE W/ SPIKE SET W/WASHER MK'D "LS 5470" SET ABOVE.

CIRCLES SHOWN THUS ⊡ DENOTE 1/2" IRON PIPE FND. TAGGED "LS 3804" RECORD PER R1

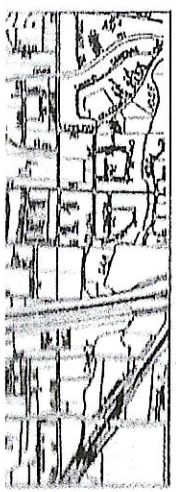
OPEN CIRCLES SHOWN THUS ○ DENOTE NO SURVEY MON. FD. OR SET UNLESS OTHERWISE NOTED

ALL STREET & INTERSECTIONS & CENTERS OF CDS. DE SACS WILL BE REFERENCED TO FOUR (4) LEAD PLUGS W TAG IN CURB MARKED "LS 5470" THE BEARINGS & DISTANCES TO SAID REFERENCE POINTS WILL BE FILED IN THE SANTA BARBARA CO. SURVEYORS OFFICE.

R1 = RECORD PER BOOK 107 PAGE 14 R. OF S.

R2 = RECORD PER COUNTY SURVEYOR'S MAP 1357

\ DENOTES WAIVER OF ABUTTER'S ACCESS RIGHTS PER THIS MAP.



0 50 100 150

CURVE TABLE

NO.	RADIUS	DELTA	ARC
+	95.00	18°30'22"	30.68
5	600.00	08°56'57"	93.71
6	600.00	08°04'54"	84.63
21	52.00	262°49'05"	238.53
22	52.00	05°39'36"	5.14
23	52.00	41°24'35"	37.58
24	52.00	24°46'24"	22.48
25	52.00	16°38'11"	15.10
26	52.00	57°22'29"	52.07
27	52.00	49°34'59"	45.00
28	52.00	50°00'52"	45.39
29	52.00	49°34'59"	45.00
30	52.00	56°15'51"	51.06
31	52.00	21°59'23"	19.96
32	52.00	19°25'12"	17.63
53	15.00	90°22'03"	23.66
55	660.00	00°21'47"	4.18
56	15.00	82°18'34"	21.55
57	660.00	00°30'31"	5.86
58	540.00	04°09'40"	39.22
60	52.00	41°24'35"	37.58
61	52.00	05°35'34"	5.05
62	105.00	18°30'22"	33.91
64	52.00	19°22'00"	17.58
65	52.00	49°34'58"	45.00
66	52.00	49°34'59"	45.00
67	52.00	49°34'58"	45.00
68	52.00	49°34'58"	45.00
69	52.00	45°07'16"	40.95
70	52.00	41°24'35"	37.58
71	15.00	90°00'00"	23.56
72	600.00	05°44'33"	80.18
73	630.00	03°53'26"	42.78
74	630.00	04°18'14"	47.32
75	540.00	04°02'01"	38.02
76	15.00	90°00'00"	23.56
77	540.00	08°11'40"	77.23
78	770.00	05°44'33"	77.17
79	15.00	83°53'49"	21.96

TANGENT TABLE

NO.	DISTANCE	BEARING
1	3.21	S 89°45'54"E
2	1.47	N 89°45'38"W
3	20.73	N 89°45'54"W
4	46.21	N 89°45'54"W
5	16.81	N 89°45'38"W
6	27.82	N 89°45'38"W
7	29.52	N 81°33'57"W
8	66.48	N 00°14'06"E
9	68.45	N 00°14'06"E
10	53.81	N 03°04'54"E
11	62.39	S 00°14'06"W
12	72.55	N 89°45'38"W
13	48.28	N 84°01'05"W
14	117.00	S 89°45'54"E
16	13.15	S 06°26'31"E
17	110.84	S 84°01'05"E
18	81.16	S 81°33'57"E
19	7.70	N 83°33'29"E
20	33.11	N 00°07'25"W
21	10.28	N 00°07'25"W
22	8.48	S 06°26'31"E
23	8.95	N 06°26'31"W
24	8.04	N 83°33'30"E
25	13.15	N 06°26'31"W
26	49.53	S 24°56'53"E
27	51.36	N 24°56'53"W

EASEMENT TABLE

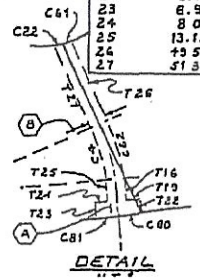
(A) 26' PUBLIC STORM DRAINAGE EASEMENT TO THE SANTA BARBARA CO. FLOOD CONTROL & WATER CONSERVATION DIST. PER THIS MAP.

(B) 10' PUBLIC STORM DRAINAGE EASEMENT TO THE SANTA BARBARA CO. FLOOD CONTROL & WATER CONSERVATION DIST. PER THIS MAP.

(C) 10' PRIVATE STORM DRAINAGE EASEMENT PER THIS MAP.

(D) 15' PUBLIC SANITARY SEWER EASEMENT TO THE GOLETA SANITARY DISTRICT PER THIS MAP AND 15' PRIVATE STORM DRAINAGE EASEMENT PER THIS MAP. NO OBSTRUCTIONS PERMITTED WITHIN THIS EASEMENT.

(E) 10' PRIVATE STORM DRAINAGE EASEMENT PER THIS MAP



SUBDIVISION MAP
OF

TRACT NO. 13 526

COUNTY OF SANTA BARBARA, CALIFORNIA
SCALE: 1"= 50' JUNE 1986

PENFIELD & SMITH ENGINEERS, INC.
111 E. VICTORIA ST., SANTA BARBARA, CA. 93101

SHEET 2 OF 2 SHEETS

My name is Mark Weinsoff. I have lived in Goleta for 52 years. From 1988-2015 I lived in the residential area behind the Fairview Center near Fairview and Calle Real. Soon after moving there, we discovered the Fairview Gardens Stand where we often purchased fresh fruits and vegetables.

When our children were young, both toured the Fairview Gardens with school or youth groups, and they both came away with a new appreciation of where food comes from and how far removed our urban lifestyle takes us from where our food originates. My daughter is now living a vegan lifestyle in Los Angeles and getting involved in sustainable urban farming efforts there. This seed was planted at the Fairview Gardens.

The impact of Fairview Gardens is more than just local. In 2009, I was approached by a woman in Augusta Georgia who learned I was from Goleta. She asked if I had heard of the Fairview Gardens! She was traveling with a group of Doctors and nutritionists, and they were given a tour of the Fairview Gardens as an example of sustainable urban farming. She became a donor to the Garden and promoted it often in her circle of friends and colleagues. Fairview gardens is world renowned and reflects positively on our City.

The plan before you includes a small amount of essential housing for workers who would be competing for scarce low income housing in our community. The State has mandated we find ways to provide more housing in the local community, and this will contribute to that effort. In addition, they will not be forced to commute long distances, because they cannot afford to live in Goleta.

I urge the City Planning Commission to:

- adopt the City Resolution for Conditional Use Permit (CUP) approval, Final Design Review approval, and determine General Plan and Zoning Consistency and Conditions of Approval

• Adopt the City Resolution CEQA Findings/Categorical Exemption

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• Adopt the City Resolution CEQA Findings/Categorical Exemption

From: s jamgo
To: PER Meetings
Cc: Brian Hiefield
Subject: 25-0001-CUP Fairview Gardens CUP Proposed Changes July 13, 2026
Date: Monday, July 13, 2026 4:32:17 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

My name is Stephanie Jamgochian, and I am a neighbor of the Fairview Farms. My husband, Ken, and I have lived on Marstone Lane for 25 years (my husband, since 1967), and I am a native of Santa Barbara/Goleta and spent my middle school years attending GVJH and DPHS. My roots to this area are deep. I have several concerns over the proposed Conditional Use Permit (CUP) changes.

First of all, I love the Fairview Farm. I've enjoyed over the years buying my produce, taking my now 21-year-old twins to feed the goats, watching the chickens (roosters and all when they lived on the farm!), and playing in the avocado trees before they were cut down. So it was with deep concern about changes to the CUP, with dozens of potential events and festivals being proposed, that I wanted to express my deep concern. Fairview Farms is first and foremost a farm. When I read that up to 1,500 people could potentially be coming to the Farm for a "festival," my thought is "Is this an events venue, or is this a working farm as it was codified into the Land Trust back in the late 1990s?" I'm very concerned about noise, traffic, and parking (where are 1,500 people going to park?). I support the Farm returning to its food production state and also serving as an education hub for sustainable urban farming techniques; it should not be an events facility.

My second concern is the placement of the eight proposed houses on the parcel of land closest to Stow Canyon. This seems like an illogical placement,as the houses and access should be located more closely to the original farmhouse, the library, or on the land fronting Fairview Avenue, as this seems to be rarely farmed. This back portion of the property is prone to flooding as it's the lowest portion of the farm, and it seems perplexing that this is where it is being proposed. I'm also concerned about parking as there will only be one spot per resident. Will overflow parking be on Stow Canyon then? It seems fiscally unsound to also have to build a substantial auto bridge that will cross the seasonal creek as over the years, the farm has built multiple pedestrian bridges, and they invariably are washed away in heavy rains.

Which leads me to my last concern, which is to include in the CUP, the pedestrian right of way that goes along the power lines connecting Stow Canyon on either side of the Farm. This was established by the City of Goleta in the early 2000s. However, there has been a chain link barring access through the farm at the east end of Stow Canyon since 2020. As this is a legal right of way, the Farm has been illegally preventing children from walking through to GVJH and other schools, and neighborhood walkers.

I hope you will seriously reconsider the terms of the CUP as they are written as multiple neighbors have expressed similar concerns.

With sincere concern,

Stephanie Jamgochian

To: Brian Hiefield, Senior Planner, City of Goleta
RE: In support of Fairview Gardens

I am writing to express my support for the Fairview Gardens Farm project currently under review by the Planning Commission. The project as submitted is thoughtfully designed, comprehensive, and sensitive to its neighbors. The on-site housing is critical to the operation of the farm, traffic impact falls well within the requirements, and neighbors will rarely be aware of activities at the farm.

Residents of Goleta and Santa Barbara will benefit greatly from what this project has to offer. This historic farm will provide organically grown produce along with myriad educational programs for community residents of all ages, as well as much-needed, on-site housing for staff.

The Center for Urban Agriculture at Fairview Gardens has presented a project worthy of community support. I urge the Planning Commission to approve the project so that the Conditional Use Permit process can move forward.

Respectfully,
Carol Bornstein
Santa Barbara

Daniel Huthsing
Connor Ln.
Goleta, CA 93117

July 13, 2026

Honorable Chair Miller and Members of the Planning Commission
City of Goleta
130 Cremona Drive, Goleta, CA 93117
PERmeetings@cityofgoleta.gov

Re: Fairview Gardens Conditional Use Permit — Agenda Item B.1 (July 13, 2026); Case Nos. 25-0001-CUP and 25-0003-DRB; 598 N. Fairview Avenue (APN 069-090-052). Request to approve a reduced, demonstrable event program rather than the maximum program as proposed.

Dear Chair Miller and Commissioners,

My name is Daniel Huthsing, and I live next to Fairview Gardens. I am writing as a neighbor, not on behalf of any organization, to ask the Commission to approve a smaller, provable event program tonight rather than the full program the application seeks. I want to be clear at the outset about what I support and where my concern actually lies.

I support the farm. I support its agricultural operations, its educational mission, the farm tours, the farmworker housing, and the restoration of the historic farmhouse. My family chose to live beside a working farm, and we want Fairview Gardens to succeed for another century. Nothing in this letter is meant to stop the farm from being a farm.

What I want to convey most of all is disappointment in how this process unfolded — not aimed at any one person, but at a missed opportunity. There was a real chance to design this together. Instead, the neighbors along the fence line learned about a proposal for an outdoor event venue late in the process, felt surprised by its scale, and were never meaningfully brought in. The result is what you are seeing tonight: attorneys, acoustical experts, and formal objections, rather than neighbors who helped shape a plan they could stand behind. That is a loss for everyone — for the farm, which now faces organized opposition, and for the neighborhood, which feels it had to organize in the first place. I would much rather have been a partner in this than a commenter opposing it.

Here is the heart of my position. Maybe this farm can host the full slate of events being proposed — possibly even more — and do it without harming the surrounding homes. I would genuinely like to be proven right about that. But that has not been shown, and on the current record I am not comfortable with what is in front of you. The farm's own founder acknowledged at the June 9, 2026 Design Review Board hearing that the applicant could not realistically manage the level of events proposed. City staff have themselves raised the question of whether the operation should be scaled back. And because a conditional use permit runs with the land, whatever the Commission approves tonight is what the neighborhood lives with for decades — under this operator and under every operator who follows.

That combination — an unproven, self-described unmanageable event program, attached permanently to the land — is why I am asking the Commission not to grant the maximum before the minimum has been demonstrated.

The path forward I am asking for:

1. Start smaller. Approve a reduced, spaced schedule of events and festivals — with meaningful separation between amplified events, protected quiet weekends, reasonable amplification limits and hours, and the additional operational conditions the neighbors have proposed in the written record. Let the farm operate at that scale first.

2. Make the farm prove it. Pair the reduced program with real monitoring, logging, a designated neighbor contact, and a clear enforcement mechanism, so that "no significant impact" is something the farm demonstrates in practice rather than something assumed on paper.

3. Then let it grow. If the farm shows it can host events at the reduced scale without turning the neighborhood into a venue, the door to expanding the permit stays open. Growth that has been earned through a track record is something I would support. Growth granted in advance, before anything has been demonstrated, is what I cannot.

This approach costs the farm very little. If the operator is right that it can manage a large program responsibly, a reduced schedule is simply the first chapter of that success, and expansion follows naturally. If the neighbors are right that the proposed scale is too much for this site, then starting smaller will have prevented a permanent mistake that no future Commission can easily undo. Either way, beginning with a provable program is the outcome that protects both the farm's future and the families at its fence line.

I recognize the Commission is being asked to adopt a Notice of Exemption and approve the permit tonight. I would respectfully ask, at a minimum, that you decline to approve the maximum program on this record, and instead condition any approval on the reduced, demonstrable scale described above and in the neighbors' written comments. If that requires continuing the item so the conditions can be refined with staff and the applicant, I would welcome that.

Thank you for your service and for your consideration. I am glad to answer any questions and, more than anything, I remain hopeful this can still end as a partnership rather than a dispute.

Respectfully,

Daniel Huthsing
Neighbor of Fairview Gardens, Goleta

From: jeff.gill@cox.net
To: PER Meetings; Brian Hiefield
Subject: Fairview Gardens CUP - Feedback on Proposed Changes
Date: Wednesday, July 15, 2026 6:02:18 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is Jeff Gill and I live on Via Fiori right next to the entrance to the farm. My wife and I have lived here for 27 years and have always supported the farm and its educational programs.
I spoke at the last Planning Commission meeting on Monday July 13 and voiced my concerns about the proposed events and festivals. As you know, just prior to the meeting the CUP applicant provided a list of proposed changes.
We appreciate the fact you voted to continue the process, allowing the public to digest the new changes and allow for additional input.

I've reviewed the changes and have the following feedback.

Events and Festivals;
I think the revised frequency of events and festivals has been scaled back to a reasonable level. I count 38/year or about three per month. (Does not include programs and workshops.)

The attendance limits, many of which are still at 500 or above, need to be scaled back. Our main concern is the parking situation. There are off-site parking areas but as one of the Commissioners mentioned during the last meeting, the attendees are free to park on any public street and people tend to park as close as possible, which ends up to be our cul-de-sac. During prior farm events, parking has been bumper to bumper on our street, leaving no spots for our visitors. We've even had cars blocking our driveway and the fire hydrant in front of our house. A reduction in max attendance would help mitigate this issue.

How would they control and enforce attendance (both max and rolling) limits? Will people be turned away at the entrance? That plan needs be detailed in the CUP proposal.

Amplified music;
I haven't seen any documented estimates of sound levels but I heard at the meeting it was estimated to be 85 decibels at the source. What is the estimate at the nearest homes? Our home is about 45 yards away from the event area. This should be documented in the CUP and public input should be allowed once it is documented.

Lighting;

I see event ending time during non-summer months is 8pm, which is well after dark. It doesn't sound like they have plans for lighting, which is good for the neighbors, and if so, this should be documented in the CUP.

Jeff & Sharon Gill

From: Michael Chiacos
To: Brian Hiefield; PER Meetings
Subject: This former Fairview Gardens neighbor supports the CUP
Date: Monday, July 13, 2026 11:47:44 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair Branch and members of the Planning Commission Board,

When I was a kid in the 90s we lived almost three doors down from Fairview Gardens, on Kings Way. I remember attending educational events there, loving the wide open spaces in the middle of suburbia, and shopping at the farm stand.

The farm was there long before the homes and deserves to be saved and cherished as the community jewel that it is. I don't remember any negative aspects of the farm during my time living there, only positives.

Farmworker housing reduces traffic, is more sustainable, and a vital component of keeping the farm viable. While I live in downtown Santa Barbara now, I look forward to seeing the farm return to its former glory, so my 2 and 5 year olds can attend educational programs there and we can enjoy shopping at the farm stand.

Thank you,

Michael Chiacos

July 13, 2026

VIA ELECTRONIC MAIL

Members of the Planning Commission
City of Goleta
130 Cremona Drive
Goleta, CA 93117
PERmeetings@cityofgoleta.gov
Brian.Hiefield@cityofgoleta.org

RE: Formal Notice of Easement Conflict and Flawed Landscape Mitigation (Case No. 25-0001-CUP)

Dear Members of the Planning Commission and City Planning Office:

This letter is submitted to formally place the City on notice regarding a fatal legal and physical conflict within the applicant's proposed Site Plan and the draft Conditions of Approval (specifically Conditions 63 and 65) for Fairview Gardens.

To mitigate the environmental and visual impacts of the proposed agricultural and commercial expansion, the applicant's site plan and the City's conditions mandate the installation of a dense vegetative buffer—including four 36-inch box Coast Live Oaks—directly along the northern property line (**see Attachment A**). However, the applicant's site plan fails to clearly delineate the precise location and species of this buffer relative to the established easements that run along this boundary.

The recorded deeds (**see Attachment B**) for the adjacent residential properties on Via Fiori explicitly grants the adjacent homeowners the legal right to access and utilize these easements. It is critical that the City acknowledge that these proposed buffer plantings must not encroach into these easements at mature growth. Permitting the applicant to plant massive, deep-rooted Coast Live Oaks and a dense vegetative buffer directly inside or adjacent to these easements poses a direct threat to the established property rights granted by that deed, as well as the long-term utility access required for this corridor.

Furthermore, mandating the planting of trees that will reach significant size within a dedicated utility corridor violates standard utility safety, access, and maintenance clearances. An applicant cannot legally satisfy their CUP environmental mitigation requirements by utilizing encumbered land in a manner that obstructs utility access or strips an adjacent property owner of their recorded deeded rights. Because the proposed mitigation is legally and physically unimplementable as currently depicted, the site plan is structurally invalid.

The Commission is formally requested to require the applicant to clearly map the vegetative buffer in relation to the easement boundaries and to relocate all proposed trees, vegetative screening, and associated structures entirely out of the northern utility easement, shifting them south onto the unencumbered portions of the Fairview Gardens parcel.

Additionally, **the Commission is requested to mandate that no plantings be permitted that, at mature growth, will encroach upon or obstruct the utility easement.** Furthermore, **the applicant must be required to provide the adjacent property owners with the right of input regarding the selection of plant species and the determination of mature height/height limitations to ensure the buffer does not become a nuisance or obstruction.** Finally, **the maintenance of this buffer must be an indefinite requirement tied to the property title; the current 5-year expiration imposed by Condition 64 is wholly insufficient and must be amended to require permanent, ongoing care.**

Please require the applicant to submit an updated, legally compliant site plan for public review before any Design Approval or Conditional Use Permit is granted.

Sincerely,

Larry Cobb Linda Cobb

Larry Cobb
Linda Cobb
5843 Via Fiori
Goleta, CA 93117

Attachments:

A. Fairview Gardens Site Plan and Detailed View
B. Declaration of Covenants, Conditions and Restrictions of Fairview Village

Attachment A

Fairview Gardens Site Plan and Detailed View



Area detailed on next page

GENERAL NOTES: SITE PLAN

1. See Civil plans for site demolition, grading, drainage, erosion control, and site utilities.
2. Refer to Elevations for exterior finishes.

LEGEND: SITE PLAN

- property line
- setback
- easement
- (E) contour
- (N) contour
- feature above
- feature below
- (E) building area
- (N) building area
- asphalt
- concrete
- gravel
- DG
- mulch
- crop — Ag. Crops *Items in blue subject to change seasonally
- Existing native tree to be removed per arborist report
- Existing native tree to remain but with impacted per arborist report
- (4) 36" box coast live oak trees to be planted as mitigation for removed or impacted trees per project arborist report
- Existing tree to be protected per arborist report

Site Plan 1

blackbird architects
235 Palm Ave.
Santa Barbara CA
93101 USA
t 805.957.1315
f 805.957.1317
www.bbird.com

Center for Urban Agriculture at Fairview Gardens

598 N. Fairview Ave.
Goleta, CA 93117

APN # 069-090-052

Revisions

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NOT FOR CONSTRUCTION

Site Plan

A1.1

5.28.2026

Site Plan Detail View

Fairview Gardens Northern Boarder at 5843 Via Fiori Residence

Property Line

Utility Easement



Buffer encroachment onto utility easement constitutes violation of deeded rights to Via Fiori Neighbors (Fairview Village)

Attachment B

Declaration of Covenants, Conditions and Restrictions of

Fairview Village

Recording Requested by:
And When Recorded Return to:

Steven K McGuire, Esq.
ALLEN and KIMBELL
317 East Carrillo Street, Suite 100
Santa Barbara, California 93101
Telephone: (805) 963-8611

1987-00077d

1987 JAN -8 PM 3:00

CONFORMED COPY: HAS NOT BEEN
COMPARED WITH ORIGINAL
KENNETH A. PETTIT
SANTA BARBARA COUNTY CLERK-RECORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

FAIRVIEW VILLAGE

THIS DECLARATION is made this 8TH day of OCTOBER, 1986, by Frank Serena Construction and Development, Inc., a California corporation, herein referred to as "Declarant," with reference to the following facts:

A. Declarant is the owner of certain real property commonly described as Fairview Village, Goleta, in the unincorporated area of Santa Barbara County, California, and more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (herein called "the property");

B. It is the desire and intention of the Declarant to subdivide and sell the lots in the subdivision described above and to impose on said lots mutually beneficial restrictions under a general plan of improvement, all for the benefit of all of said lots and the owners thereof.

NOW, THEREFORE, Declarant hereby declares that the property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property and every part thereof. All of the covenants, conditions, easements and restrictions shall run with the property, shall be binding upon all parties having or acquiring any right, title or interest therein or any part thereof, shall be for the benefit of each owner of any portion of the property or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

ARTICLE I

Definition of Terms

Unless expressly provided otherwise, the following terms as used herein shall have the following meaning:

1.01. Declarant. Frank Serena Construction and Development, Inc., a California corporation, its successors and assigns.

1.02. Declaration. This Declaration, as it may be amended from time to time.

1.03. Owner. The record owner, whether one or more persons or entities, of the fee simple title to any residential lot, including contract purchasers in possession, but excluding those having such interest merely as security for performance of an obligation. Where the ownership of a residential lot is vested in more than one person, or in an entity other than a natural person, such owner or person shall, from time to time, designate one natural person in writing to vote and exercise all of the rights of such owners as hereinafter set forth.

1.04. Property. The real property described in Article II.

1.05. Residential Lot or Lot. One of the separate lots for residential use numbered 1 through 26 of subdivision tract 13,526 comprising the real property.

1.06. Subdivider. Frank Serena Construction and Development, Inc., a California corporation, herein sometimes referred to as "Declarant."

ARTICLE II

Property Subject to Declaration

2.01. The Property. The real property initially subject to this Declaration is located in Goleta, in the unincorporated area of Santa Barbara County, State of California, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE III

Uses of the Property

3.01. Residential Use. The real property is hereby restricted to residential use.

3.02. Restrictions on Use. The property shall be subject to the following restrictions:

(a) Each residential lot shall be used for residential purposes in compliance with applicable zoning regulations.

LAW OFFICES
ALLEN AND KIMBELL
Santa Barbara

(b) On January 2, 1986, the Board of Directors of the Goleta Water District granted final approval for water service to the subdivision comprising the property, subject to certain conditions. Among the conditions was the limitation on water allocation to the property of a maximum of 7.13 acre-feet per year. In order to assure compliance with such condition, the Goleta Water District (1) agreed to issue twenty-six (26) water meters to each of the twenty-six (26) residential lots comprising the property and (2) limited the number of bedrooms to be constructed as part of such residences to an aggregate total of no more than eighty-three (83) bedrooms on the property. Accordingly, the number of bedrooms that may be constructed on each residential lot in the development is as follows:

Lot	Number of bedrooms
1	2
2	2
3	3
4	2
5	3
6	3
7	3
8	4
9	3
10	3
11	3
12	4
13	3
14	4
15	3
16	4
17	3
18	4
19	3
20	4
21	4
22	3
23	4
24	3
25	3
26	3

(c) As a condition of approval of the subdivision comprising the property (Tract 13,526), Declarant has conveyed to the County of Santa Barbara, and the County has accepted, certain property within the development for the future expansion of Stowe Canyon Road. Such property is referred to as "lots 1 through 26 " on the final subdivision map of tract 13,526, recorded 10/16/86 , in Book 150 , Page 77 , of Maps in the Office of the Records of Santa Barbara County, California, (herein called "right of way").

Because the County does not presently intend to construct road improvements in the right-of-way, it has agreed to grant encroachment permits, or similar permits, to the owners of lots eighteen (18) through twenty-six (26), inclusive, in the development to permit such owners to encroach into the right-of-way for yard purposes. Such owners shall be permitted to fence in the right-of-way and to improve it with landscaping and similar yard improvements; provided that at such time the County determines to improve the right-of-way, such owners shall remove, at their cost, all fencing, yard improvements and landscaping installed by them in the right-of-way.

Any owner who encroaches into the right-of-way as above set forth shall release, discharge and agree to indemnify and hold the County of Santa Barbara, its successors and assigns, harmless from any and all claims or causes of action of any nature whatsoever arising from such owners' use of the right-of-way for the purpose above set forth and shall undertake the defense of the County against any and all such claims and cause of action.

(d) The terms and conditions set forth in that document entitled "Subdivider's Contract for Drainage Improvements and Private Drainage and Maintenance Easements", dated October 3, 1986, by and between Santa Barbara County Flood Control and Water Conservation District and Declarant are hereby incorporated by reference herein, and each owner of a residential lot agrees to abide by the provisions thereof.

(e) Each owner shall maintain the final graded slopes of his residential lot in accordance with any final grading plan for the development approved by the Department of Public Works, County of Santa Barbara, California, or any amendment thereto.

ARTICLE IV

General Provisions

4.01. Interpretation: Inconsistency.: The provisions of this Declaration shall be liberally construed to effectuate its purposes for the mutual benefit of all owners.

4.02. Severability: The provisions herein shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any of the provisions hereof shall not affect the validity of the remaining provisions.

4.03. Enforcement; Waiver. The Declarant, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any owner who is damaged by the breach by another owner of this declaration may bring an action either to recover damages for any loss sustained thereby or to seek injunctive relief to enforce such provisions, or both.

4.04. Binding on Successors. This Declaration shall be binding upon, and shall inure to the benefit of, the successors and assigns of Declarant, and the heirs, personal representatives, grantees, lessees, sublessees, contract purchasers, guests and assignees of the owners.

4.05. Attorney's Fees. In any action whatsoever arising from rights and obligations established under this Declaration, including but not limited to actions for damages resulting from a breach of this Declaration or actions for specific enforcement hereof, the prevailing party shall be entitled to recover such a reasonable sum as the court may fix as attorney's fees and costs.

4.06. Effect of Breach on Encumbrance. No breach of said covenants, conditions, restrictions and rights, or any right of entry by reason thereof, shall defeat or render invalid any mortgage or deed of trust made in good faith and for value . However, each and all of said covenants, conditions, restrictions and rights, shall be binding upon and effective against any owner of said lot whose title thereto is acquired by trustee's sale or foreclosure. The breach of any of said covenants, conditions, restrictions, and rights may be enjoyed, abated or reviewed by appropriate proceedings. notwithstanding the lien or existence of any such mortgage.

4.07. Leases. Any lease of a residential lot shall provide that the lease is subject to in all respects the provisions of the Declaration. Such lease shall further provide that any failure by the lessee to comply with the terms of such document shall be a default under the lease. All leases and rental agreements of residential lots shall be in writing.

ARTICLE V

Term of Declaration

5.01. The covenants contained herein shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from execution hereof, after which time the covenants shall be deemed automatically extended for successive periods of twenty-one (21) years, unless an instrument executed by not less than a majority of the owners of residential lots shall be recorded, cancelling and terminating this Declaration.

ARTICLE VI

Duration and Amendment

6.01. Amendment. This Declaration may be amended or terminated in whole or part as to all or any part of the development by a written instrument duly executed by the following and recorded in the Office of the County Recorder of Santa Barbara County:

(a) As to all or any part of the development at the time all is owned by Declarant, such amendment may be executed by Declarant alone.

(b) After the sale of the first residential lot in the development, such amendment shall be executed by not less than a majority of the owners owning residential lots.

ARTICLE VII

Rights of County

7.01. Enforcement; Supplement to Section 4.03. The County of Santa Barbara, California shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, those provisions of this Declaration set forth in Sections 3.02 (a), (b), (d) and (e) hereof.

7.02. Term; Supplement to Section 5.01. The written consent of the Director of the Resource Management Department of the County of Santa Barbara, California shall be required to cancel or terminate this Declaration as long as the provisions of Sections 3.02 (a), (b), (d) and (e) remain in effect.

7.03. Amendment; Supplement to Section 6.01. The written consent of the Director of the Resource Management Department of the County of Santa Barbara, California shall be required to add or amend any provision of this Declaration set forth in Sections 3.02 (a), (b), (d) and (e) and 5.01, or the Final Subdivision Map of the property, and no amendment of this Article VII can be adopted without the written consent of the Director of the Resource Management Department of the County.

IN WITNESS WHEREOF, the foregoing instrument was subscribed the day and year first above written.

Serena Construction and Development. Inc.
a California Corporation

By: _____
President

APPROVED AS TO FORM
K[illegible]

BY _____

EXHIBIT "A"

Legal Description:

Lots 1 through 26 inclusive of Tract No. 13,526, in the County of Santa Barbara, State of California, as per map filed in Book 150, Pages 77 and 78 of Maps, in the Office of the Santa Barbara County Recorder of said County.

SAFECO Stock No. CAL-0374 (Rev. 6-83) Ack. Corporation

Staple

STATE OF CALIFORNIA
COUNTY OF Santa Barbara } S.S.

On this the 8th day of October 19 86 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank A. Serena

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the XXXXXX President, and XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, personally known to me or proved to me on the basis of satisfactory evidence to be XXXXXX Secretary of the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature _____

Staple

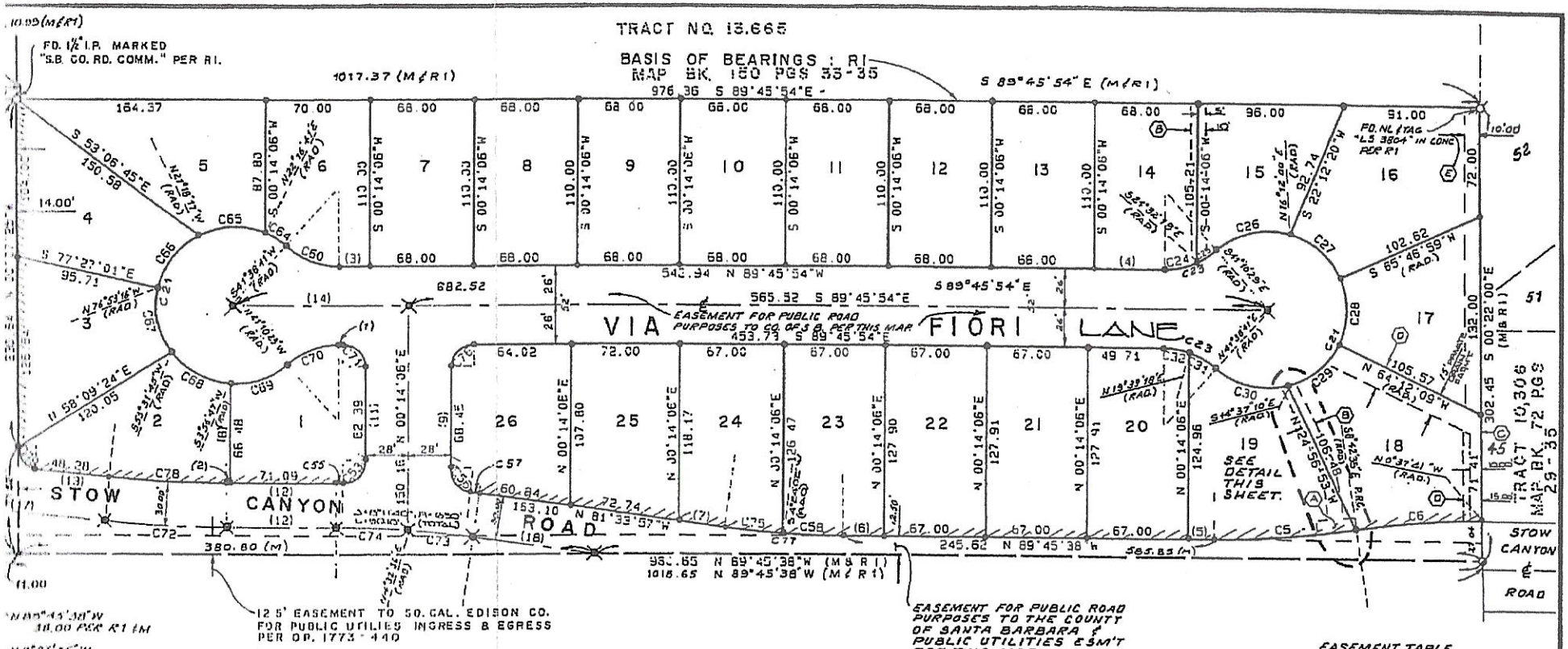
SAFECO TITLE INSURANCE

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
EUGENE A. SPAULDING
NOTARY PUBLIC CALIFORNIA
SANTA BARBARA COUNTY
My Commission Exp. Oct. 31, 1986

TRACT NO. 13,665

BASIS OF BEARINGS : RI
MAP BK. 150 PGS 33-35



NOTES

CIRCLES SHOWN THUS ● DENOTE 1/2" IRON PIPE SET W/TAG MARKED " LS 5470" UNLESS OTHERWISE NOTED.

CIRCLES SHOWN THUS ⊙ DENOTE 2" B.C. MON. FD. MARKED "RE 1122" RECORD PER R1.

CIRCLES SHOWN THUS ⊠ DENOTE 1/2" IRON PIPE SET 12" BELOW FINISHED GRADE W/ SPIKE SET W/WASHER MK'D "LS 5470" SET ABOVE.

CIRCLES SHOWN THUS ⊡ DENOTE 1/2" IRON PIPE FND. TAGGED "LS 3804" RECORD PER R1

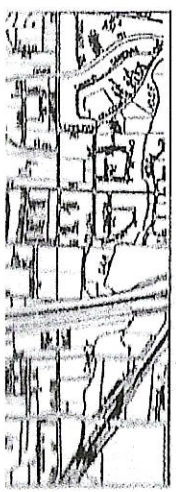
OPEN CIRCLES SHOWN THUS ○ DENOTE NO SURVEY MON. FD. OR SET UNLESS OTHERWISE NOTED

ALL STREET & INTERSECTIONS & CENTERS OF CDS. DE SACS WILL BE REFERENCED TO FOUR (4) LEAD PLUGS W TAG IN CURB MARKED "LS 5470" THE BEARINGS & DISTANCES TO SAID REFERENCE POINTS WILL BE FILED IN THE SANTA BARBARA CO. SURVEYORS OFFICE.

R1 = RECORD PER BOOK 117 PAGE 14 R. OF S.

R2 = RECORD PER COUNTY SURVEYOR'S MAP 1357

\ DENOTES WAIVER OF ABUTTER'S ACCESS RIGHTS PER THIS MAP.



0 50 100 150

CURVE TABLE

NO.	RADIUS	DELTA	ARC
+	95.00	18°30'22"	30.68
5	600.00	08°56'57"	93.71
6	600.00	08°04'54"	84.63
21	52.00	262°49'05"	238.53
22	52.00	05°39'36"	5.14
23	52.00	41°24'35"	37.58
24	52.00	24°46'24"	22.48
25	52.00	16°38'11"	15.10
26	52.00	57°22'29"	52.07
27	52.00	49°34'59"	45.00
28	52.00	50°00'52"	45.39
29	52.00	49°34'59"	45.00
30	52.00	56°15'51"	51.06
31	52.00	21°59'23"	19.96
32	52.00	19°25'12"	17.63
53	15.00	90°22'03"	23.66
55	660.00	00°21'47"	4.18
56	15.00	82°18'34"	21.55
57	660.00	00°30'31"	5.86
58	540.00	04°09'40"	39.22
60	52.00	41°24'35"	37.58
61	52.00	05°35'34"	5.05
62	105.00	18°30'22"	33.91
64	52.00	19°22'00"	17.58
65	52.00	49°34'58"	45.00
66	52.00	49°34'59"	45.00
67	52.00	49°34'58"	45.00
68	52.00	49°34'58"	45.00
69	52.00	45°07'16"	40.95
70	52.00	41°24'35"	37.58
71	15.00	90°00'00"	23.56
72	600.00	05°44'33"	80.18
73	630.00	03°53'26"	42.78
74	630.00	04°18'14"	47.32
75	540.00	04°02'01"	38.02
76	15.00	90°00'00"	23.56
77	540.00	08°11'40"	77.23
78	770.00	05°44'33"	77.17
79	15.00	83°53'49"	21.96

TANGENT TABLE

NO.	DISTANCE	BEARING
1	3.21	S 89°45'54"E
2	1.47	N 89°45'38"W
3	20.73	N 89°45'54"W
4	46.21	N 89°45'54"W
5	16.81	N 89°45'38"W
6	27.82	N 89°45'38"W
7	29.52	N 81°33'57"W
8	66.48	N 00°14'06"E
9	68.45	N 00°14'06"E
10	53.81	N 03°04'54"E
11	62.39	S 00°14'06"W
12	72.55	N 89°45'38"W
13	48.28	N 84°01'05"W
14	117.00	S 89°45'54"E
16	13.15	S 06°26'31"E
17	110.84	S 84°01'05"E
18	81.16	S 81°33'57"E
19	7.70	N 83°33'29"E
20	33.11	N 00°07'25"W
21	10.28	N 00°07'25"W
22	8.48	S 06°26'31"E
23	8.95	N 06°26'31"W
24	8.04	N 83°33'30"E
25	13.15	N 06°26'31"W
26	49.53	S 24°56'53"E
27	51.36	N 24°56'53"W

EASEMENT TABLE

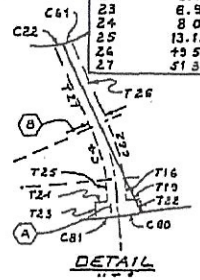
(A) 26' PUBLIC STORM DRAINAGE EASEMENT TO THE SANTA BARBARA CO. FLOOD CONTROL & WATER CONSERVATION DIST. PER THIS MAP.

(B) 10' PUBLIC STORM DRAINAGE EASEMENT TO THE SANTA BARBARA CO. FLOOD CONTROL & WATER CONSERVATION DIST. PER THIS MAP.

(C) 10' PRIVATE STORM DRAINAGE EASEMENT PER THIS MAP.

(D) 15' PUBLIC SANITARY SEWER EASEMENT TO THE GOLETA SANITARY DISTRICT PER THIS MAP AND 15' PRIVATE STORM DRAINAGE EASEMENT PER THIS MAP. NO OBSTRUCTIONS PERMITTED WITHIN THIS EASEMENT.

(E) 10' PRIVATE STORM DRAINAGE EASEMENT PER THIS MAP



SUBDIVISION MAP
OF

TRACT NO. 13 526

COUNTY OF SANTA BARBARA, CALIFORNIA

SCALE: 1"= 50' JUNE 1986

PENFIELD & SMITH ENGINEERS, INC.
111 E. VICTORIA ST., SANTA BARBARA, CA. 93101

From: Brian Hiefield
To: PER Meetings
Subject: FW: 25-0001-CUP PC Hearing follow up
Date: Wednesday, July 15, 2026 5:10:04 PM
Attachments: Formal Notice of Easement Conflict Signed-merged.pdf

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Additional public comment.

Brian Hiefield
Senior Planner
City of Goleta
Planning & Environmental Review Department
Current Planning Division
805-961-7559
bhiefield@cityofgoleta.gov

From: LarryLinda Cobb <larrylindacobb@gmail.com>
Sent: Wednesday, July 15, 2026 4:55 PM
To: Jennifer Fullerton <JFullerton@cityofgoleta.gov>; Anne Miller <AMiller@cityofgoleta.gov>; Katie Maynard <KMaynard@cityofgoleta.gov>; Cary Penniman <CPenniman@cityofgoleta.gov>; Rita Serotkin <RSerotkin@cityofgoleta.gov>; Winnie Cai <WCai@cityofgoleta.gov>; Brian Hiefield <bhiefield@cityofgoleta.gov>
Subject: 25-0001-CUP PC Hearing follow up

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Honorable Planning Commissioners

At the hearing on Monday,
July 13 you asked the applicant Fairview Gardens to submit a landscaping plan for their project.

We are asking that you please ensure their proposed landscaping is within their own property line, and does not come onto the easement which was granted to us/our immediate neighbors by developer Frank Serena and the County of Santa Barbara. This right is recorded on our deed and the deeds of our immediate neighbors.
Fairview Gardens is not authorized to use the 25
foot easement for Stow Canyon Rd., nor are they authorized to give it away because it does not belong to them in any way. There is also a SCE easement within this same area which must be honored.
Please see copy of attached recorded deed together with map.

Larry and Linda Cobb