



**Agenda Item B.4**  
**CONSENT CALENDAR**  
**Meeting Date: March 20, 2018**

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**TO:** Mayor and Councilmembers

**FROM:** Masoud Mahmoud and Robert Woodward, Interim Public Works Director

**CONTACT:** Marti Milan, Principal Civil Engineer

**SUBJECT:** Approval of Public Improvements and Recordation of Parcel Map No. 32,058 for 749 & 759 Ward Drive, APN 071-170-035 and -014

**RECOMMENDATION:**

- A. Adopt Resolution No.18-\_\_\_ entitled “A Resolution of the City Council of the City of Goleta, California, Authorizing the Execution and Recordation of Parcel Map 32,058 by The Mark Family Trust, Santa Barbara Rentals, and The Marcus S. Metzler, JR. Living Trust, Located 749 & 759 Ward Drive, Case No. 15-126-TPM-DP(A/B)-DRB”; and
- B. Authorize the Interim Public Works Director to approve improvement plans titled “749 & 759 Ward Drive Street Improvement Plans” in conformance with the approved project and conditions of approval on file with the City Clerk’s Office; and
- C. Authorize the City Manager to execute the attached Public Improvement Agreement for the construction of public street improvements within the public right of way on Ward Drive.

**BACKGROUND:**

The Mark Family Trust, Santa Barbara Rentals, and The Marcus S. Metzler, JR. Living Trust are the owners of real property located on Ward Drive (“The Project”). The approximately 3.4-acre project site is a developed parcel consisting of two industrial/office buildings located between Ward Drive and Highway 217, south of Hollister Avenue. The Project subdivides the existing single lot into two separate lots - 749 & 759 Ward Drive. Lot 1 would have 2.164 gross acres (749 Ward) and Lot 2 would encompass 1.253 gross acres (759 Ward). The Project will include parking, landscape and minor building improvements, as well as installation of curb, gutter and sidewalk along the frontage of the parcels. There are no changes in zoning as a result of the Project. The Planning Commission approved this project on April 24, 2017. The design elements associated with the proposed site and modifications to the two buildings were reviewed and approved by DRB on August 8, 2017. Planning Commission Resolution 17-02, Exhibit 2, Conditions of Approval, is provided in Attachment 5.

**DISCUSSION:**

In accordance with the conditions of approval, the owners have submitted the Street Improvement Plans for 749 & 759 Ward Drive (Attachment 1). The improvement plans conform to all of the project's conditions of approval. The Street Improvement Plans are consistent with the approved Project and complies with all conditions of approval of the Street Improvement Plans. A full size copy of the Street Improvement Plans is available in the City Clerk's office for review and a reduced set is attached to this report as Attachment 2. The City Engineer has reviewed the plans, finds them acceptable and recommends that the Council accept these improvements.

The owners have signed and submitted Parcel Map No. 32,058, to the City. The Parcel Map is consistent with the approved Project, conforms to all the requirements of the Subdivision Map Act and complies with all conditions of approval of the Parcel Map. A full size copy of the Parcel Map is available in the City Clerk's office for review and a reduced set is attached to this report as Attachment 3. The City Engineer has reviewed the plans, finds them acceptable and recommends the Council authorize recordation of Parcel Map 32,047.

The project is also required to execute a Public Improvement Agreement (Agreement) for the timely construction of the improvements (Attachment 3). Staff recommends that Council authorize the City Manager to execute the Agreement.

**FISCAL IMPACTS:**

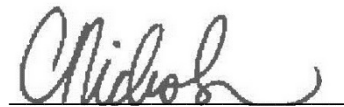
Recordation of the Parcel Map will have no fiscal impact on the City. All map check and map clearance costs associated with the Parcel Map are paid by the Developer.

Also, acceptance of the Street Improvement Plans will have no fiscal impact on the City. All plan check, encroachment permit, and construction costs associated with the Project are paid by the Developer.

**ALTERNATIVES:**

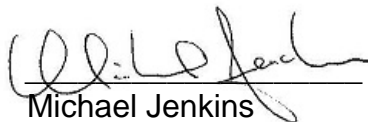
No other alternatives are proposed as the Developer has complied with the conditions of approval as required by the City.

**Reviewed By:**



Carmen Nichols  
Deputy City Manager

**Legal Review By:**



Michael Jenkins  
City Attorney

**Approved By:**



Michelle Greene  
City Manager

**ATTACHMENTS:**

1. A Resolution of the City Council of the City of Goleta, California, Authorizing the Execution and Recordation of Parcel Map No. 32,058 by The Mark Family Trust, Santa Barbara Rentals, and The Marcus S. Metzler, JR. Living Trust, Located 749 & 759 Ward Drive, Case No. 15-126-TPM-DP(A/B)-DRB
2. Public Improvement Plans for 749 & 759 Ward Drive – reduced set
3. Parcel Map No. 32,058 – reduced set
4. Public Improvement Agreement
5. Conditions of Approval

**Attachment 1**

**A Resolution of the City Council of the City of Goleta, California, Authorizing the Execution and Recordation of Parcel Map No. 32,058 by The Mark Family Trust, Santa Barbara Rentals, and The Marcus S. Metzler, JR. Living Trust, Located 749 & 759 Ward Drive, Case No. 15-126-TPM-DP(A/B)-DRB**



## **RESOLUTION NO. 18-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA, AUTHORIZING THE EXECUTION AND RECORDATION OF PARCEL MAP NO. 32,058 BY THE MARK FAMILY TRUST, SANTA BARBARA RENTALS, AND THE MARCUS S. METZLER, JR. LIVING TRUST, LOCATED 749 & 759 WARD DRIVE, CASE NO. 15-126-TPM-DP(A/B)-DRB**

**WHEREAS**, The Mark Family Trust, Santa Barbara Rentals, and The Marcus S. Metzler, JR. Living Trust are the owners of real property as approved on the Vesting Map No. 32,058 located on Ward Drive; and,

**WHEREAS**, Planning Commission on April 24, 2017, approved the Tentative Map authorizing the subdivision of APN 071-170-014 & 071-170-035 for a 2-lot subdivision and,

**WHEREAS**, in accordance with the conditions of approval, the owners, have signed and submitted Parcel Map No. 32,058 to the City; and,

**WHEREAS**, staff has reviewed Parcel Map No. 32,058 and has determined that it is consistent with all legal requirements and the conditions of approval; and

**WHEREAS**, Parcel Map No. 32,058 in the City of Goleta, California, has been presented to the City Council for consideration and approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLETA AS FOLLOWS:**

### **SECTION 1.**

The City Council finds Parcel Map No. 32,058 in conformance with the Conditions of Approval, Case No. 15-126-TPM-DP(A/B)-DRB and in General Conformance with the current status of the City's General Plan; and

### **SECTION 2.**

Parcel Map No. 32,058 is hereby approved, and the City Engineer and Clerk are hereby authorized and directed to execute Parcel Map No. 32,058 on behalf of the City; and

### **SECTION 3.**

The City Clerk is hereby directed to transmit said map to the County Recorder for filing subject to approval by the Board of Supervisors of the County of Santa Barbara for tax bond purposes.

**SECTION 4.**

The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED AND ADOPTED** this 20<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
PAULA PEROTTE, MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
DEBORAH S. LOPEZ  
CITY CLERK

  
\_\_\_\_\_  
WINNIE CAI  
DEPUTY CITY ATTORNEY

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

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, DO  
HEREBY CERTIFY that the foregoing Resolution No. 18-\_\_ was duly adopted  
by the City Council of the City of Goleta at a regular meeting held on the 20<sup>th</sup> day  
of March, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

(SEAL)

\_\_\_\_\_  
DEBORAH S. LOPEZ  
CITY CLERK

## **Attachment 2**

### **Public Improvement Plans for 749 & 759 Ward Drive**



## LIST OF SYMBOLS:

AC	ASPHALTIC CONCRETE
BC	BEGIN CURVE
BD	BASEMENT DRAIN
BM	BENCHMARK
BVC	BEGIN VERTICAL CURVE
BW	BACK OF WALK
CL	CLASS
L OR CL	CENTERLINE
CLR	CLEAR
CO	CLEANOUT
CTV	CABLE TELEVISION
E	ELECTRICAL
EC	END CURVE
EG	EXISTING GRADE
EL	ELEVATION
EP	EDGE OF PAVEMENT
EVC	END VERTICAL CURVE
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FG	FINISH GRADE
FH	FIRE HYDRANT
L OR FL	FLOWLINE
FS	FINISH SURFACE
G	GAS
GB	GRADE BREAK
GM	GAS METER
HP	HIGH POINT
INV	INVERT
INV	CURVE LENGTH
LF	LINAL FEET
MH	MANHOLE
PL OR P/L	PROPERTY LINE
PVC	POLY-VINYL CHLORIDE
R	RADIUS
R/W	RIGHT-OF-WAY
S	SEWER
SD	STORM DRAIN
SL	STREET LIGHT
STA	STATION
STD DTL	STANDARD DETAIL
T	TELEPHONE
TC	TOP OF CURB
TI	TRAFFIC INDEX
TYP	TYPICAL
TW	TOP OF WALL
VPI	VERTICAL POINT OF INTERSECTION (OF VERTICAL CURVE TANGENTS)
W	WATER
WI	WITH
WM	WATER METER
Δ	DELTA (CURVE CENTRAL ANGLE)
±	APPROXIMATELY
%	PERCENT
<	LESS THAN
>	GREATER THAN

## LEGEND:

DESCRIPTION	EXISTING	PROPOSED
CENTERLINE		
EDGE OF A.C. PAVEMENT		
ELEVATION	100.00 OR (100.00)	100.00
CONCRETE PAVEMENT		
A.C. PAVEMENT		
PROPERTY LINE		
RIGHT-OF-WAY LINE		
EASEMENT LINE		
CONTOURS (MAJOR)	10	10
CONTOURS (MINOR)	12	12
BENCH MARK		
TREE CANOPY		
APPROX. SAW CUT LINE		
LIMIT OF GRADING LINE		
GRADE BREAK LINE		GB
FLOW LINE		
SLOPE LINE		
FENCE		
SCREEN/RETAINING WALL		
WATER	W	W
SEWER	S	S
STORM DRAIN	SD	SD
POWER	E	E
GAS	G	G
TELEPHONE	T	T
CABLE TV	CTV	CTV
MANHOLE	MH	MH
CLEANOUT	CO	CO
WATER METER & LATERAL	WM	WM
FIRE HYDRANT		
STREET LIGHT		

## OWNERS RESPONSIBILITIES:

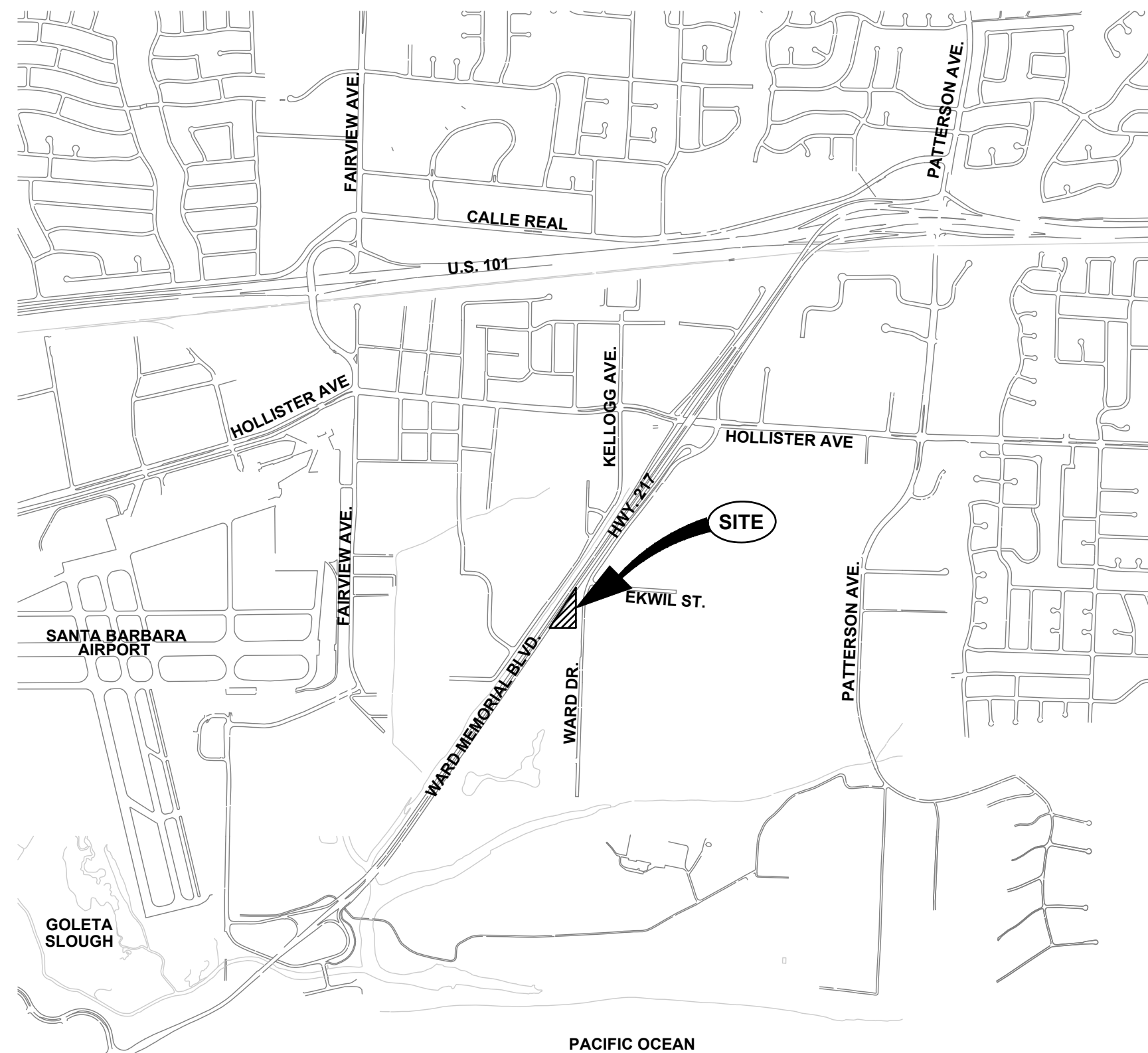
- A. PRIOR TO COMMENCING CONSTRUCTION CALLED FOR BY THESE PLANS, SPECIFICATIONS AND DETAILS, THE OWNER SHALL ENGAGE A GEOTECHNICAL ENGINEER TO PROVIDE CONSTRUCTION PHASE OBSERVATION AND TESTING SERVICES AN SHALL ALSO ENGAGE THE PROJECT ENGINEER OR ANOTHER QUALIFIED PARTY TO PROVIDE PROJECT CONSTRUCTION OBSERVATION AND ASSURANCES ON CONFORMANCE WITH THE APPROVED PLANS, SPECIFICATIONS AND AGREEMENTS. THE OWNER SHALL ALSO ASSURE THAT CONTRACTOR(S) ENGAGED TO PROPERLY IMPLEMENT THE CONSTRUCTION CALLED FOR ON THESE PLANS, SPECIFICATIONS AND DETAILS INCLUDING THOSE TASKS CALLED FOR ON THE PROJECT STORM WATER POLLUTION PREVENTION PLAN DOCUMENT OR EROSION CONTROL PLAN SHEETS ATTACHED AS PART OF THESE PLANS.
- B. GEOTECHNICAL ENGINEER'S RESPONSIBILITIES:
- A GEOTECHNICAL ENGINEER SHALL REVIEW THESE PLANS WITH RESPECT TO GENERAL CONFORMANCE WITH THE INTENT OF THE RECOMMENDATIONS PRESENTED IN THE PROJECT SOILS ENGINEERING REPORT, THE PLAN REVIEW SHALL BE PERFORMED SPECIFICALLY WITH RESPECT TO GEOTECHNICAL FACTORS DISCUSSED IN THE REFERENCED REPORT. IN PERFORMING THE REVIEW, A GEOTECHNICAL ENGINEER SHALL ATTEMPT TO VERIFY THAT THE CONCEPTS AND RECOMMENDATIONS PRESENTED IN THE REPORT ARE GENERALLY INCORPORATED INTO THE PLANS. IN ACCORDANCE WITH THIS LEVEL REVIEW, THE PLANS ARE TO BE FOUND IN SUBSTANTIAL CONFORMANCE WITH THE CONCEPTS AND RECOMMENDATIONS PRESENTED IN THE NOTED REPORT.
  - UPON BEING RETAINED BY THE OWNER, PRIOR TO CONSTRUCTION THE GEOTECHNICAL ENGINEER SHALL RECOMMEND TO THE OWNER AND THE CONTRACTOR THE LEVEL OF OBSERVATION AND TESTING THAT WILL BE PROVIDED DURING CONSTRUCTION, PROVIDED THAT THE CONTRACTOR FULFILLS HIS OR HER RESPONSIBILITY FOR TIMELY REQUESTS FOR THOSE SERVICES DURING CONSTRUCTION. THE GEOTECHNICAL ENGINEER SHALL PROVIDE OBSERVATION AND TESTING AT THE PROJECT WORK AREA OF EARTHWORK OPERATIONS, INCLUDING TRENCHING AND PAVEMENT SUBGRADE PREPARATION, AS NECESSARY TO HAVE REASONABLE CERTAINTY THAT THE EARTHWORK IS PERFORMED IN GENERAL COMPLIANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS, AND WITH THE REQUIREMENTS OF THE CITY OF SANTA BARBARA.
  - UPON COMPLETION OF EARTHWORK, THE GEOTECHNICAL ENGINEER SHALL, UPON REQUEST, PROVIDE A FINAL REPORT WITH RESULTS OF THEIR OBSERVATION AND TESTING DURING EARTHWORK OPERATIONS, PROVIDED THAT THE WORK IS PERFORMED IN CONFORMANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS, THE REPORT WILL STATE THEIR OPINION THAT THE GRADING WAS COMPLETED IN SUBSTANTIAL COMPLIANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
- C. CONTRACTORS STORM WATER POLLUTION CONTROL RESPONSIBILITIES:

- THE CONTRACTOR SHALL BE RESPONSIBLE TO CONSTRUCT AND MAINTAIN POLLUTION PREVENTION MEASURES, INCLUDING THOSE FOR EROSION AND SEDIMENT CONTROL, AS NECESSARY TO PREVENT ANY POLLUTANT AT ANY LEVEL FROM BEING CONVEYED OFF THE CONSTRUCTION SITE AND THAT THESE MEASURES MUST CONTINUE TO BE MAINTAINED UNTIL THE REQUIRED POST-CONSTRUCTION POLLUTION PREVENTION MEASURES ARE IN PLACE AND COMPLETELY FUNCTIONAL, INCLUDING PERMANENT LANDSCAPING.
- THE SPECIFIC MEASURES WHICH MAY BE CALLED FOR ON THE PROJECT STORM WATER POLLUTION PREVENTION PLAN CANNOT ADDRESS ALL SITE DEVELOPMENT AND STORM CHARACTERISTICS WHICH WILL EVOLVE OVER THE COURSE OF CONSTRUCTION AND THAT IT IS THE CONTRACTORS RESPONSIBILITY TO NOT ONLY IMPLEMENT THE PLAN, BUT TO MAKE ADJUSTMENTS AND EXPANSIONS IN THE IMPLEMENTATION AS NECESSARY TO ADAPT TO THE CONTRACTORS CONSTRUCTION OPERATIONS AND SCHEDULE AND ADDRESS EVOLVING SITE CONDITIONS AND ACTUAL WEATHER CONDITIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE EMPLOYEES AND SUBCONTRACTORS ARE TRAINED REGARDING THESE REQUIREMENTS AND TO MAINTAIN RECORDS OF THE INSTALLATION, MODIFICATION, INSPECTION, AND MAINTENANCE OF STORM WATER POLLUTION PREVENTION MEASURES INCLUDING, BUT NOT LIMITED TO: TRAINING, INSPECTION, MAINTENANCE LOG; RECORD DRAWINGS SHOWING LOCATIONS, LIMITS, AND DATES OF INSTALLATION FOR VARIOUS MEASURES; DATED PHOTOGRAPHERS AND FIELD SKETCHES.
- THE CONTRACTOR SHALL BE FAMILIAR WITH AND AGREE TO IMPLEMENT THE MEASURES AND INSTALLATIONS DEPICTED ON THE PROJECT STORM WATER POLLUTION PREVENTION PLAN INCLUDING INSTALLATION, ROUTINE INSPECTION AND MAINTENANCE, ADJUSTMENTS AND EXPANSION DUE TO EVOLVING SITE CONDITIONS, EMERGENCY MAINTENANCE AND ADJUSTMENTS DUE TO ACTUAL STORM AND SITE CONDITIONS, AND DOCUMENTATION.

# 749 & 759 WARD DRIVE

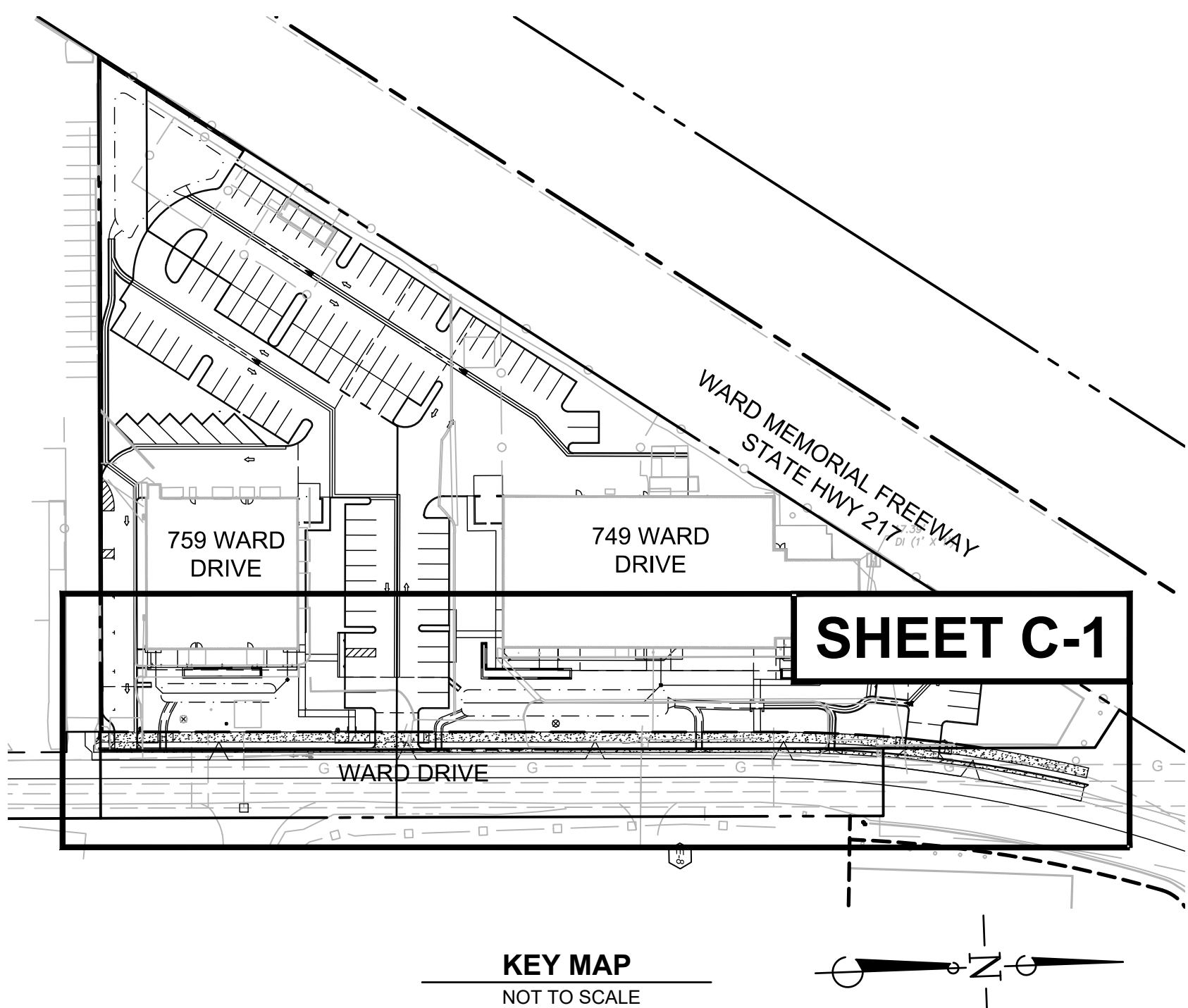
## STREET IMPROVEMENT PLANS

### CITY OF GOLETA, CALIFORNIA



## VICINITY MAP

NOT TO SCALE



## KEY MAP

NOT TO SCALE

## USE OF PLANS

THIS DRAWING IS PROVIDED IN AN ELECTRONIC FORMAT (ON COMPUTER DISK) AS A COURTESY IF REQUESTED BY THE USER. THE DELIVERY OF THE ELECTRONIC FILE DOES NOT CONSTITUTE THE DELIVERY OF OUR PROFESSIONAL WORK PRODUCT. THE SIGNED HARD COPY PREPARED FOR THE PROJECT CONSTITUTES OUR PROFESSIONAL WORK PRODUCT AND THE HARD COPY MUST BE REFERRED TO FOR THE CORRECT DESIGN INFORMATION. THESE PLANS HAVE BEEN PREPARED SOLELY FOR USE FOR THE PROJECT SCOPE AND SITE SPECIFICALLY IDENTIFIED HEREON AT THE TIME THESE PLANS ARE SIGNED. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, USE OF ANY PART OF THESE PLANS, INCLUDING ANY NOTE OR DETAIL, FOR ANY UNAPPROVED OR REVISED PROJECT SCOPE, OR FOR ANY OTHER PROJECT AT THIS OR ANY OTHER SITE. USER AGREES TO INDEMNIFY AND HOLD HARMLESS F&A FOR ALL COSTS AND DAMAGES IF USED.

## USE OF ELECTRONIC INFORMATION

ELECTRONIC INFORMATION MAY BE PROVIDED BY THE ENGINEER FOR CONVENIENCE; UNDER NO CIRCUMSTANCES SHALL DELIVERY OF ELECTRONIC FILES FOR USE BY OTHERS BE DEEMED A SALE BY THE ENGINEER AND THE ENGINEER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL THE ENGINEER BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE USE OR REUSE OF THE ELECTRONIC FILES BY OTHERS.

ELECTRONIC INFORMATION IS INTENDED TO PROVIDE INFORMATION SUPPLEMENTAL AND SUBORDINATE TO THE CONSTRUCTION CONTRACT DOCUMENTS. LAYOUT AND CONSTRUCTION OF PROJECT ELEMENTS SHALL BE BASED ON DIMENSIONS AND INFORMATION INCLUDED ON THE SIGNED AND SEALED CONSTRUCTION CONTRACT DOCUMENTS WHICH SHALL CONTROL OVER ELECTRONIC INFORMATION. USER IS RESPONSIBLE FOR CONFIRMING LOCATION OF PROPOSED IMPROVEMENTS BASED ON DIMENSIONS AND INFORMATION INCLUDED ON THE CONSTRUCTION CONTRACT DOCUMENTS; INCONSISTENCIES BETWEEN THE ELECTRONIC INFORMATION AND THE CONSTRUCTION CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION PRIOR TO CONSTRUCTION.

PROJECT ELEMENTS SUCH AS MANHOLES, CATCH BASINS, UTILITY VAULTS, VALVE ASSEMBLIES, STAIRS, WALLS, ETC. ARE SHOWN SCHEMATICALLY IN THE ELECTRONIC INFORMATION AND CONSTRUCTION OF THESE ELEMENTS SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION NOTES AND DETAILS PRESENTED OR REFERENCED IN THE SIGNED AND SEALED CONSTRUCTION CONTRACT DOCUMENTS. IMPROVEMENTS CONSTRUCTED BASED ON ELECTRONIC INFORMATION AND IN CONFLICT WITH THE DRAWING DIMENSIONS DETAILS, AND THE CONSTRUCTION CONTRACT DOCUMENTS SHALL BE REMOVED AND CONSTRUCTED IN THE PROPER LOCATION AND DIMENSIONS AT CONTRACTOR'S SOLE EXPENSE.

DIGITAL DRAWINGS ARE TYPICALLY A COMPILATION OF DRAWINGS FROM A NUMBER OF SOURCES AND, AS SUCH, THERE IS INFORMATION IN THE ELECTRONIC FILE ISSUED BY THE ENGINEER THAT WAS NOT DEVELOPED BY THE ENGINEER AND IS NOT AUTHORIZED BY THE ENGINEER FOR USE BY OTHERS. ELECTRONIC INFORMATION PROVIDED BY THE ENGINEER SHALL ONLY BE APPLICABLE FOR IMPROVEMENTS DESIGNED BY THE ENGINEER AND WHICH ARE SPECIFICALLY DESIGNATED BY CONSTRUCTION NOTES AND/OR DETAILS ON THE SIGNED AND SEALED CONTRACT DOCUMENTS.

IF DIGITAL FILES ARE OBTAINED WITH THE INTENT TO USE THEM FOR PROJECT STAKING, THEY SHALL ONLY BE USED BY A QUALIFIED ENGINEER OR LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA. DIGITAL INFORMATION SHALL ONLY BE USED FOR STAKING HORIZONTAL LOCATION OF PROPOSED IMPROVEMENTS AFTER IT HAS BEEN CONFIRMED WITH THE SIGNED AND SEALED CONSTRUCTION CONTRACT DOCUMENTS.

THE DIGITAL DRAWINGS ARE NOT INTENDED TO BE USED DIRECTLY FOR CONTROL OF CONTRACTOR'S GRADING OPERATIONS WITHOUT STAKING BY ENGINEER OR LAND SURVEYOR. THE INTERSECTION OF PROPOSED CUT AND FILL SLOPES WITH EXISTING GRADE IS APPROXIMATE WHERE SHOWN ON THE DRAWINGS AND SHALL BE CONFIRMED BY FIELD STAKING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONSTRUCT SLOPES IN CONFORMANCE WITH THE SPECIFIED AND DETAILED REQUIREMENTS CONTAINED IN THE CONTRACT DOCUMENTS.

## INITIAL BENCHMARK:

VERTICAL DATUM IS NAVD 88

ELEVATION = 41.11 FEET.

## LOCAL BENCHMARK:

PT #206 A SCRIBED X ON THE ISLAND AT THE HOLLISTER AVENUE EXIT RAMP FROM HIGHWAY 217 AND WARD DRIVE.

**CAUTION!** CONFIRM BENCHMARK DATA AND CONDITION WITH PROJECT SURVEYOR (WATERS CARDENAS LAND SURVEYING, INC.) PRIOR TO USE. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES OR CHANGES PRIOR TO CONSTRUCTION.

## TOPOGRAPHY:

EXISTING TOPOGRAPHY COMPILED BY WATERS CARDENAS LAND SURVEYING, LLP. DATED APRIL 2015, SUPPLEMENTED BY FIELD SURVEY(S) BY WATERS CARDENAS LAND SURVEYING, LLP. DATED JULY 2017.

HORIZONTAL COORDINATE BASIS IS NAD 83

## CONTROL POINTS:

CP #X (NORTHING, EASTING, ELEVATION = DESCRIPTION [e.g.: 1975728.5192, 6042795.8296, 355.44 = PK NAIL])

CP #1 (1983442.3291, 6012243.9313, 16.820 = SET MAG -WLS CP WASHER)  
CP #2 (1983140.0797, 6012307.8502, 16.443 = SET MAG SPIKE - CTL FLAGGING 3' W LY EP)  
CP #3 (1983238.9128, 6012004.6301, 13.820 = SET MAG - WLS CTL WASHER TOP AC CURB 8' SE LY PP NO 4238913E)  
CP #4 (1983447.0872, 6012119.7261, 14.917 = SCRIBED X CONC V-GUTTER @ W LY END 1.5 N LY CP)  
CP #5 (1983711.5811, 6012372.1563, 19.897 = MAG SPIKE 3' LY CP)  
CP #6 (1983564.4052, 6012135.3184, 16.288 = MAG - WLS CTL WASHER FLUSH 2.5 NW LY COR CONC DECK)  
CP #7 (1983636.3632, 6012169.2939, 17.713 = MAG - WLS CTL WASHER FLUSH 2' NW LY BLD COR)  
CP #8 (1983935.8938, 6012399.6710, 20.989 = ST MAG - WLS CTL WASHER 6' E LY OF N LY GUY PP 137190E)  
CP #9 (1985114.5918, 6013245.8488, 36.781 = SET MAG - WLS CTL WASHER 5' W LY S LY END BIKE LANE WHITE STRIPE)

## SURVEY MONUMENT PROTECTION:

PROTECT AND PRESERVE, IN PLACE, ALL SURVEY MONUMENTS AND BENCHMARKS. DO NOT DISTURB, MOVE, OR RELOCATE MONUMENTS OR BENCHMARKS WITHOUT THE PRIOR REVIEW AND APPROVAL BY THE AGENCY HAVING JURISDICTION OVER THE MONUMENT OR BENCHMARK. THE CONTRACTOR SHALL CONTRACT WITH A LICENSED SURVEYOR FOR MONUMENTS REQUIRING DISTURBANCE OR REMOVAL, AND THE SURVEYOR SHALL RESET THE MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE THE REQUIRED DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONAL CODE SECTION 8771.

## SHEET INDEX:

SHEET NO.	GENERAL DESCRIPTION
1	G-1 TITLE SHEET
2	G-2 GENERAL NOTES
3	C-1 PLAN & PROFILE
4	CD-1 DETAILS
5	CD-2 DETAILS
6	CD-3 DETAILS

## STATE WATER RESOURCES CONTROL BOARD

WDID# 3 42C382023

NOTE: REVIEW BY THE CITY ENGINEER SHALL IN NO WAY RELIEVE THE DEVELOPER AND/OR THEIR ENGINEERS FROM RESPONSIBILITY FOR THE DESIGN OF THE IMPROVEMENTS AND FOR ANY DEFICIENCIES RESULTING FROM THE DESIGN THEREOF OR FROM ANY REQUIRED CONDITIONS OF APPROVAL FOR THE PROJECT.

## CITY OF GOLETA, CA

REVIEWED BY:

SIGNATURE

DATE

## TITLE SHEET

STREET IMPROVEMENT PLANS  
749 & 759 WARD DRIVE

CITY OF GOLETA, CALIFORNIA

JANUARY 17, 2018

G-1

SHT. 1 OF 6

PERMIT No. \_\_\_\_\_

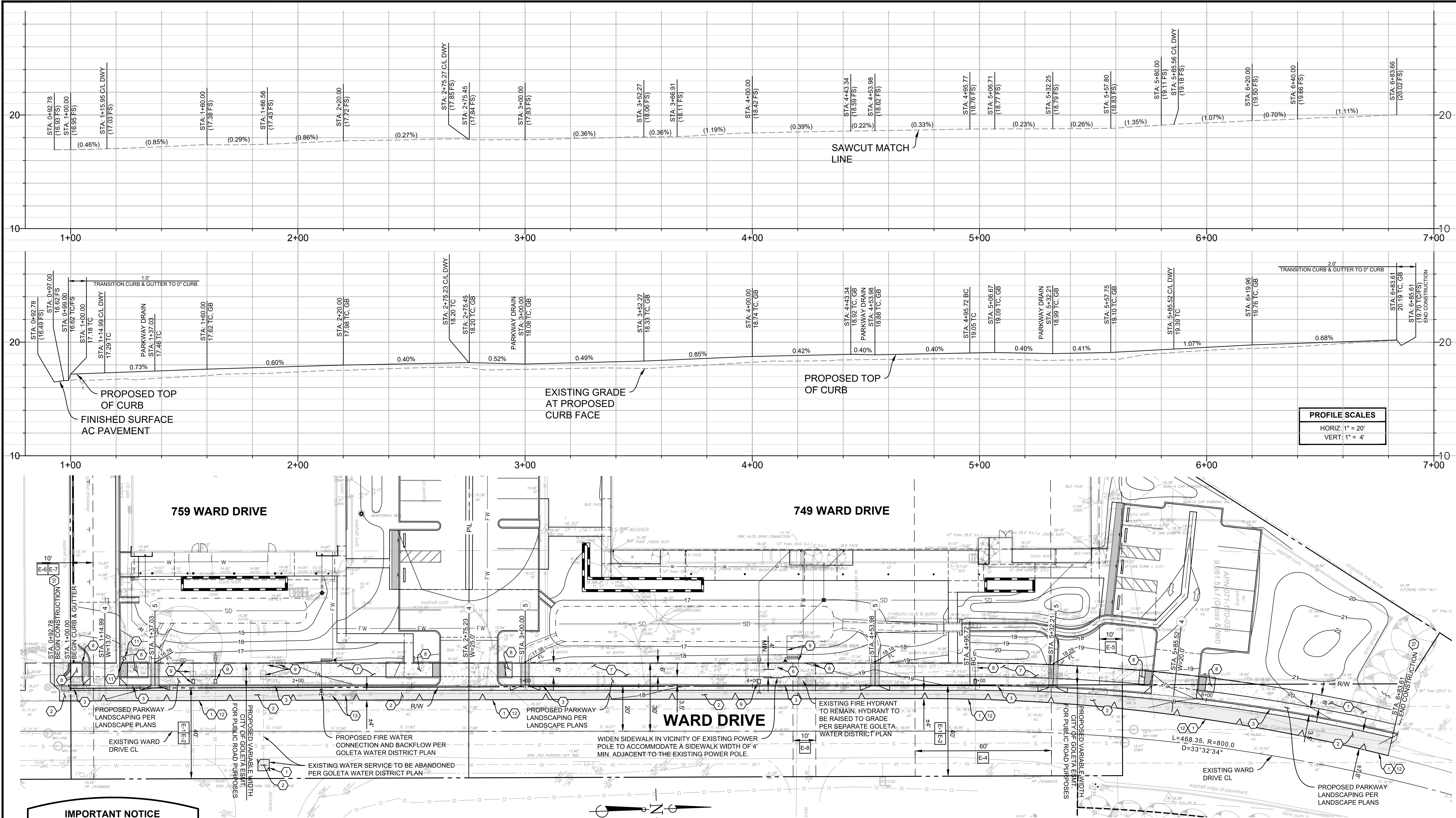
W.O. 1554

9









**IMPORTANT NOTICE**

ALL UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR IS TO NOTIFY UNDERGROUND SERVICE ALERT TWO WORKING DAYS PRIOR TO STARTING ANY EXCAVATION OR RESURFACING.

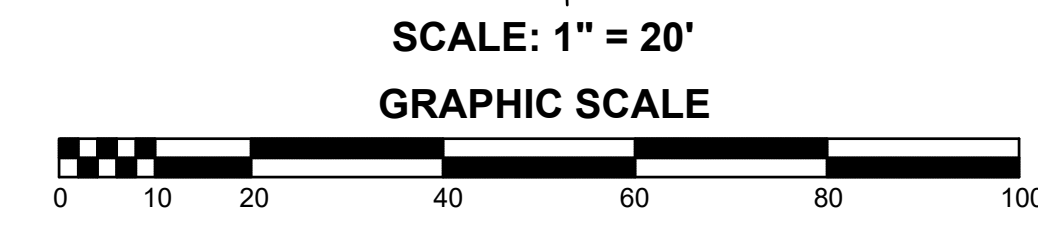
**811**

Know what's below.  
Call before you dig.

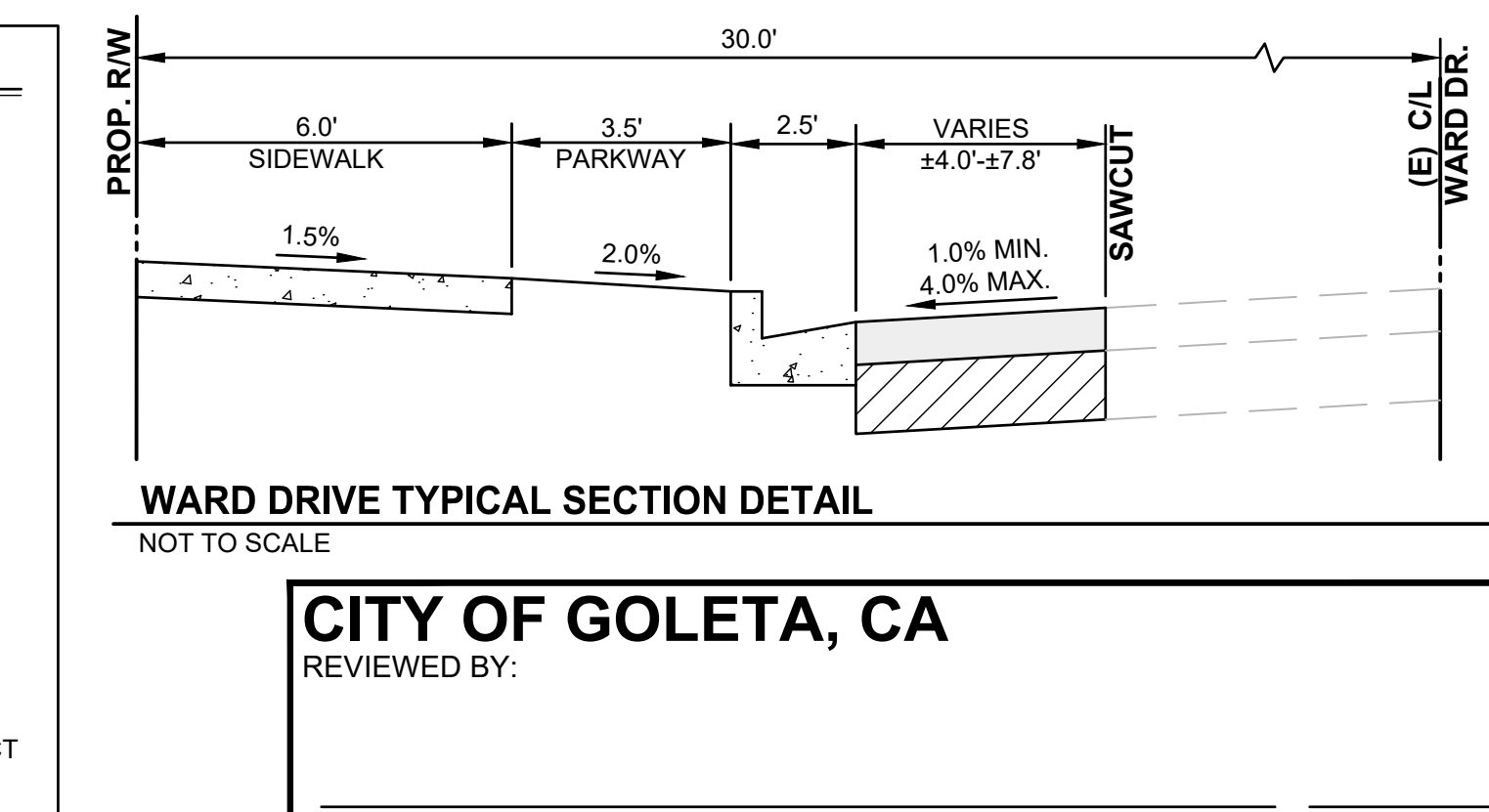
**NOTE:**

BIKE LANE STRIPING IS BASED OFF OF CITY OF GOLETA WARD DRIVE CLASS II BIKE LANE PROJECT PLANS PREPARED BY RICK ENGINEERING COMPANY, DATED 12/2016.

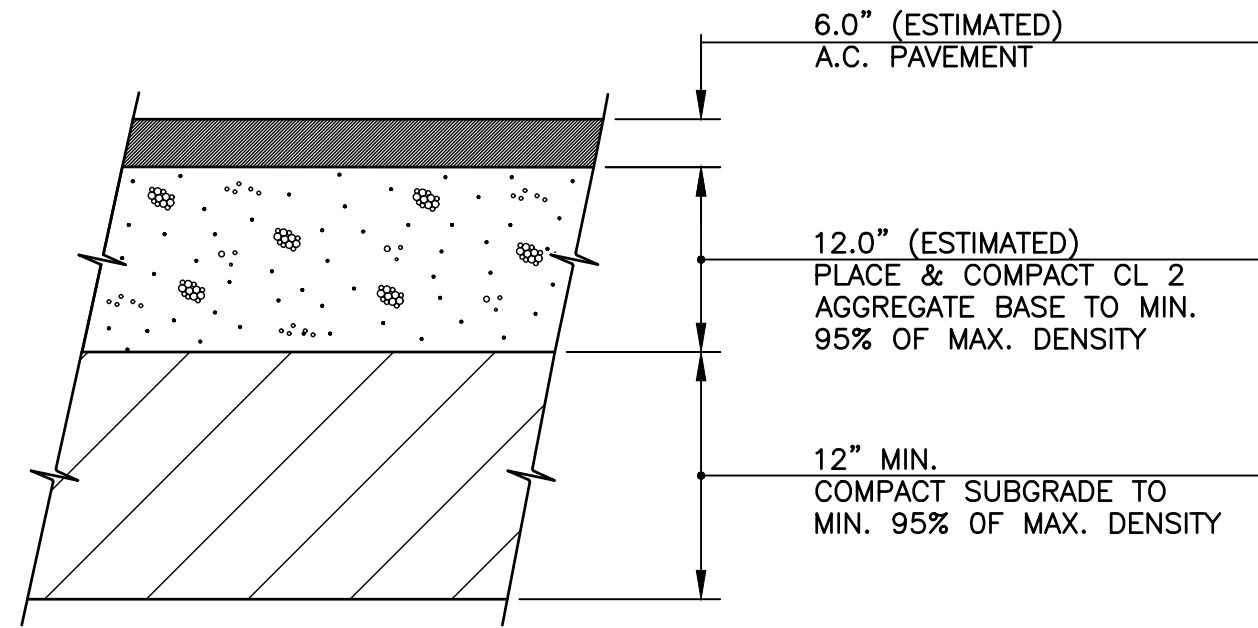
- GENERAL CONSTRUCTION NOTES THIS SHEET:**
- A. REFERENCE SEPARATE GOLETA WATER DISTRICT PLAN FOR WATER IMPROVEMENTS.
  - B. REFERENCE SEPARATE GRADING & DRAINAGE PLANS FOR ONSITE IMPROVEMENTS.
  - C. REFERENCE LANDSCAPE PLANS FOR LANDSCAPING IN CITY RIGHT-OF-WAY.
- SPECIFIC CONSTRUCTION NOTES THIS SHEET:**  
(NUMBERED ITEM BELOW CORRESPONDS TO NUMBER WITHIN HEXAGON ON DRAWING)
- SAWCUT ALONG EXISTING BIKE LANE STRIPING AND REMOVE EXISTING AC PAVING.
  - CONSTRUCT ASPHALT CONCRETE PAVEMENT STRUCTURAL SECTION PER COUNTY OF SANTA BARBARA STD. DETAIL 6-010 AND DETAIL "1", SHEET CD-1.
  - CONSTRUCT 6" CURB AND 24" GUTTER, TYPE A2, PER DETAIL "2", SHEET CD-1.
  - CONSTRUCT DRIVEWAY ENTRANCE PER COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS STD. DETAILS 4-04, PLAN A, WITH MODIFIED GRADES AND GEOMETRY PER DETAIL "4", SHEET CD-1.
  - CONSTRUCT PARKWAY DRAIN PER SPPWC STD. PLAN 151-2, TYPE 2 INLET MODIFIED PER DETAIL "3", SHEET CD-1.
  - EXISTING POWER POLE TO REMAIN AND BE PROTECTED IN PLACE. SIDEWALK AND CURB IMPROVEMENTS SHALL BE CONSTRUCTED AROUND/UP TO EDGE OF EXISTING POWER POLES WHERE APPLICABLE.
  - CONSTRUCT 4" THICK SIDEWALK PER COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS STD. DETAILS 5-010 AND 5-040 (SEE SHEET CD-3).
  - CONSTRUCT CURB RAMP WITH RETAINING CURB PER CALTRANS STD. PLAN RSP A88A, CASE F AND MODIFIED PER DETAIL "4", SHEET CD-1.
  - EXISTING WATER METER AND BACKFLOW TO BE RELOCATED PER GOLETA WATER DISTRICT PLAN.
  - TRANSITION TO EXISTING IMPROVEMENTS PER DETAIL "5", SHEET CD-2.
  - EXISTING SEWER CLEANOUT TO BE RELOCATED PER SEPARATE GRADING & DRAINAGE PLANS FOR ONSITE IMPROVEMENTS.
  - REINSTALL BIKE LANE STRIPING PER CALTRANS STD. PLAN A20D, DETAIL 39.
  - INSTALL BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON PER CALTRANS PLAN A24A AND A24C.



- EASEMENT LEGEND**
- E-1 EASEMENT FOR PUBLIC ROAD PURPOSES GRANTED TO THE COUNTY OF SANTA BARBARA PER INSTRUMENT NO. 5676, BK. 496, PG. 329, O.R.
  - E-2 EASEMENT FOR WATER PIPE LINE AND/OR CONDUIT PURPOSES GRANTED TO THE UNITED STATES OF AMERICA PER INSTRUMENT NO. 1305, BK. 1125, PG. 61, O.R.
  - E-4 EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES TO RECALL DRUG & CHEMICAL COMPANY PER INSTRUMENT NO. 41952, BK. 92, O.R.
  - E-5 EASEMENT FOR GAS LINE PURPOSES GRANTED TO SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA PER INSTRUMENT NO. 9437, BK 1726, PG. 473 AND AMENDED PER INSTRUMENT NO. 2016-0006759 O.R.
  - E-6 EASEMENT FOR TELEPHONE POLES AND APPURTENANCES TO GENERAL TELEPHONE COMPANY OF CALIFORNIA PER INSTRUMENT NO. 27504, BK. 1863, PG. 487, O.R.
  - E-7 EASEMENT FOR ELECTRIC LINE PURPOSES TO SOUTHERN CALIFORNIA EDISON COMPANY PER INSTRUMENT NO. 28178, BK. 1864, PG. 557, O.R.
  - E-8 EASEMENT FOR WATER PIPE LINE PURPOSES TO GOLETA COUNTY WATER DISTRICT PER INSTRUMENT NO. 46997, BK. 1961, PG. 303, O.R.

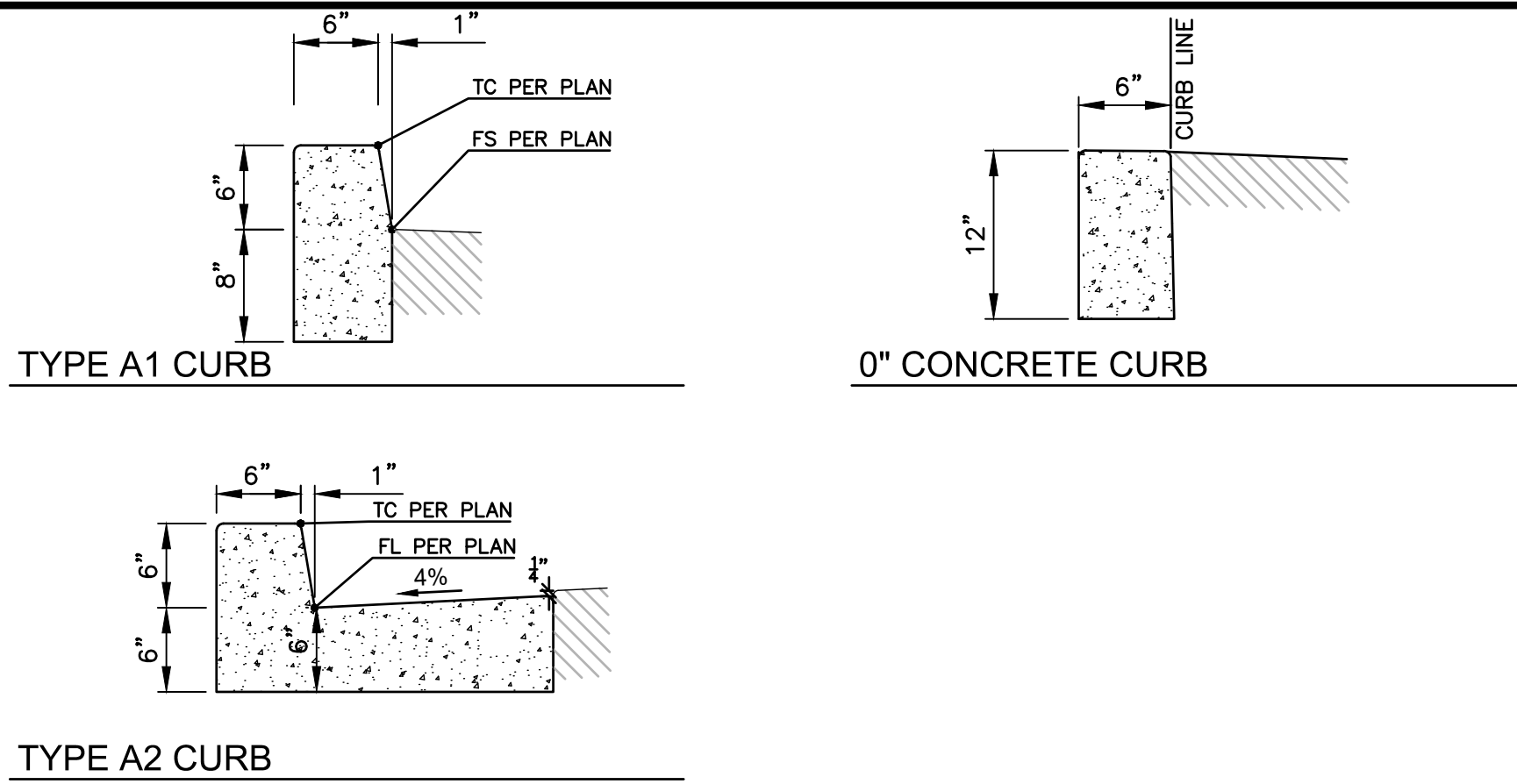


DESIGN: EKL		DRAFT: EKL		CHECK: RTF	
DESIGNER: EKL		DRAFTER: EKL		CHECKER: RTF	
THESE PLANS HAVE BEEN PREPARED SOLELY FOR USE FOR THE PROJECT SCOPE AND SITE SPECIFICALLY IDENTIFIED HEREON. ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR, USE OF ANY NOTE OR DETAIL FOR ANY UNAPPROVED OR REVISED PROJECT SCOPE, OR FOR ANY OTHER PROJECT AT THIS OR ANY OTHER SITE.					
201 N. Calle Cesar Chavez, Suite 100 Santa Barbara, CA 93103 Telephone (805) 966-2224					
BY: _____ DATE: _____					
NOT FOR CONSTRUCTION					
PRELIMINARY					
CITY OF GOLETA, CALIFORNIA					
STREET IMPROVEMENT PLANS 749 & 759 WARD DRIVE					
JANUARY 17, 2018					
C-1					
SHT. 3 OF 6					
W.O. 1554					



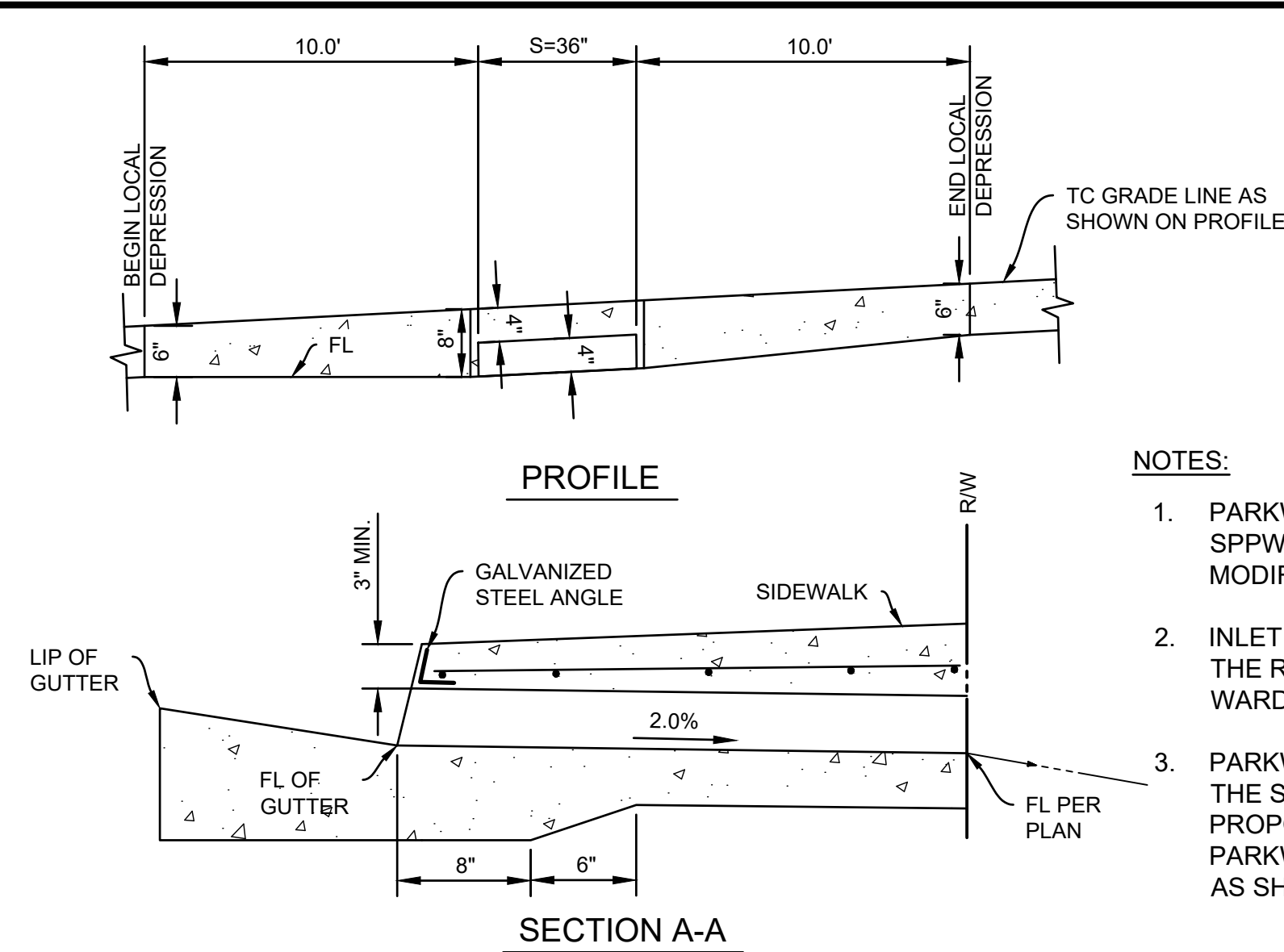
ACTUAL THICKNESS OF A.C. PAVEMENT AND AGGREGATE BASE SHALL BE VERIFIED DURING CONSTRUCTION. STRUCTURAL SECTION SHALL MATCH EXISTING WARD DRIVE STRUCTURAL SECTION AND SHALL BE CONFIRMED BY THE GEOTECHNICAL ENGINEER. TRAFFIC INDEX (T.I.) OF WARD DRIVE IS ASSUMED TO BE 5.5. T.I. SHALL BE VERIFIED BY THE CITY OF GOLETA PUBLIC WORKS DEPARTMENT PRIOR TO CONSTRUCTION.

1 TYPICAL A.C. PAVEMENT STRUCTURAL SECTION  
NOT TO SCALE



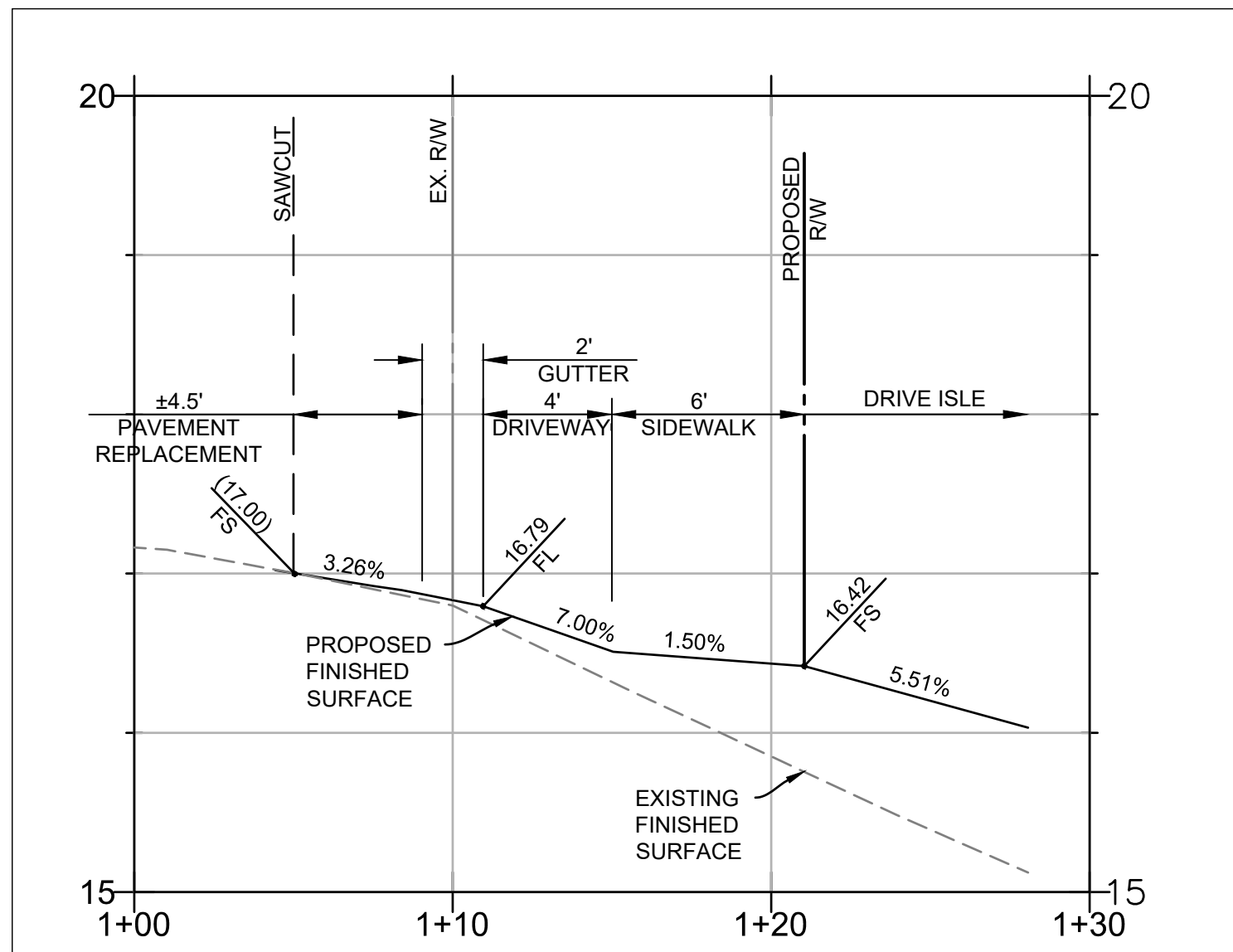
- ALL CONCRETE TO BE CLASS 560-C-3250
- PER COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS STANDARD DETAILS 4-030 EXCEPT AS MODIFIED ABOVE.
- CONSTRUCT JOINTS PER SPECIFICATIONS AND AS SHOWN ON PLANS.
- CONSTRUCT 1/8" RADIUS ROUNING ON ALL EXPOSED CORNERS.
- CL 2 AGGREGATE BASE AND SUBGRADE MATERIAL BENEATH CURB SHALL BE COMPACTED PER COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS STANDARD DETAIL 3-100.
- INSTALL EXPANSION JOINTS AT 30' INTERVALS. CONSTRUCT WEAKENED-PLANE JOINTS AT 10' INTERVALS. JOINTS SHALL ALSO ALIGN WITH THOSE IN ADJACENT CONCRETE-PAVEMENT & SIDEWALK.

2 CURB DETAILS  
NOT TO SCALE

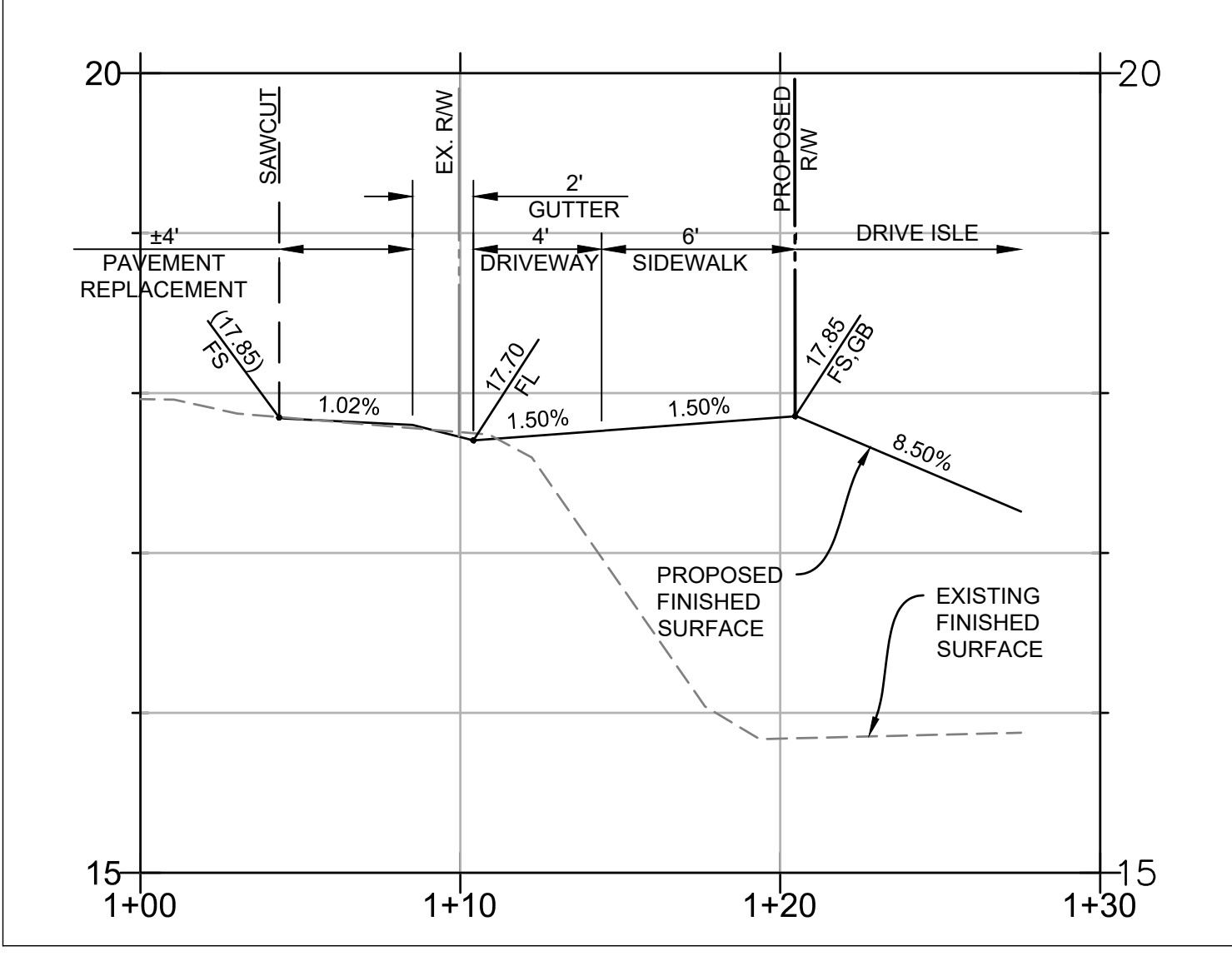


- NOTES:
1. PARKWAY DRAIN SHALL BE INSTALLED PER SPPWC STD. PLAN 151-2. S=36", B=3" AND MODIFIED AS SHOWN HEREON.
  2. INLET TYPE 2 SHALL BE MODIFIED TO DRAIN IN THE REVERSE DIRECTION, INTO 749 OR 759 WARD DRIVE PROPERTY.
  3. PARKWAY DRAIN SHALL EXTEND TO BACK OF THE SIDEWALK AND LOCATED WITHIN THE PROPOSED RIGHT-OF-WAY. DO NOT EXTEND THE PARKWAY DRAIN 24" BEYOND THE RIGHT-OF-WAY AS SHOWN IN SPPWC STD. PLAN 151-2.

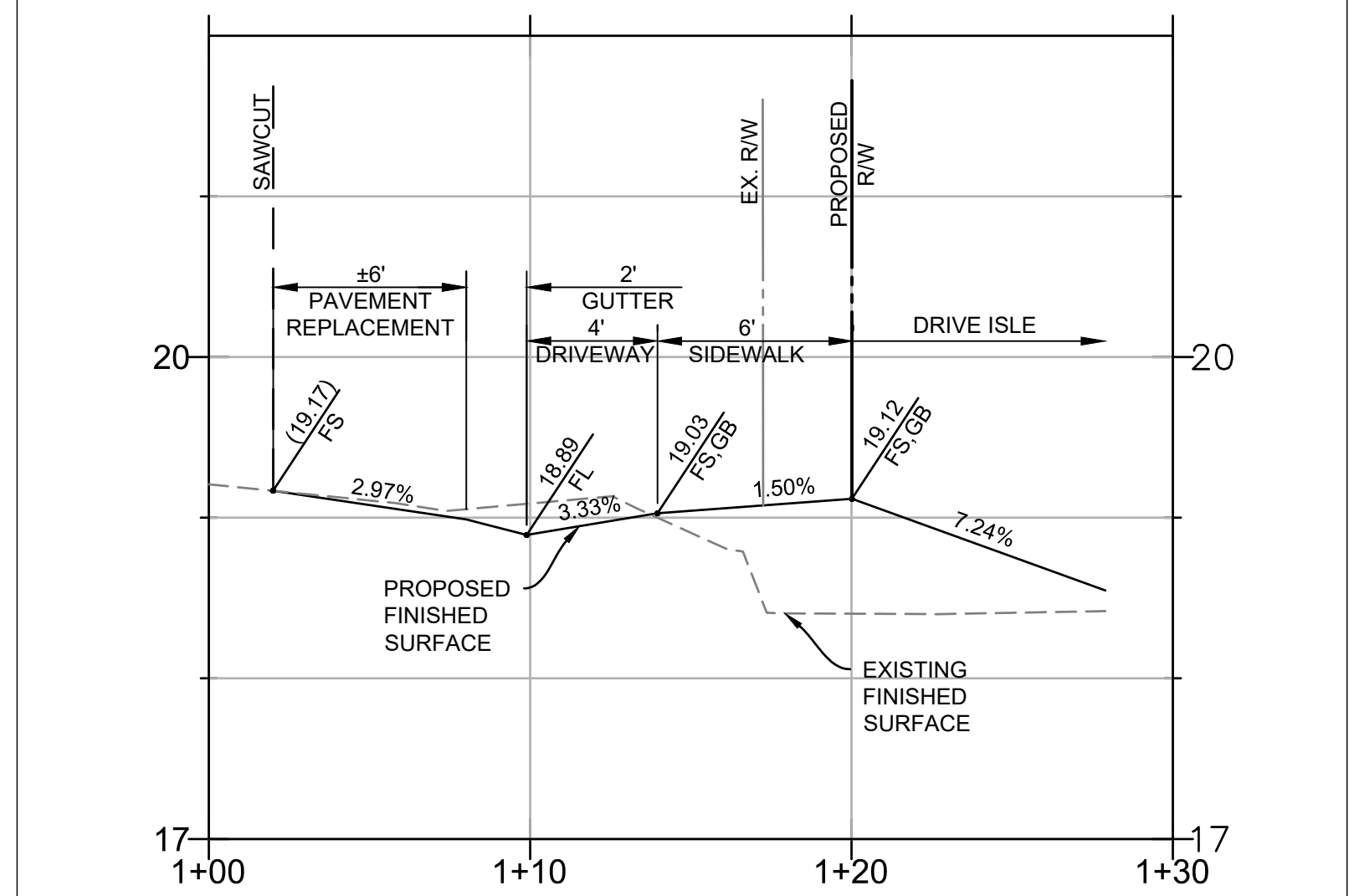
3 PARKWAY DRAIN DETAIL  
NOT TO SCALE



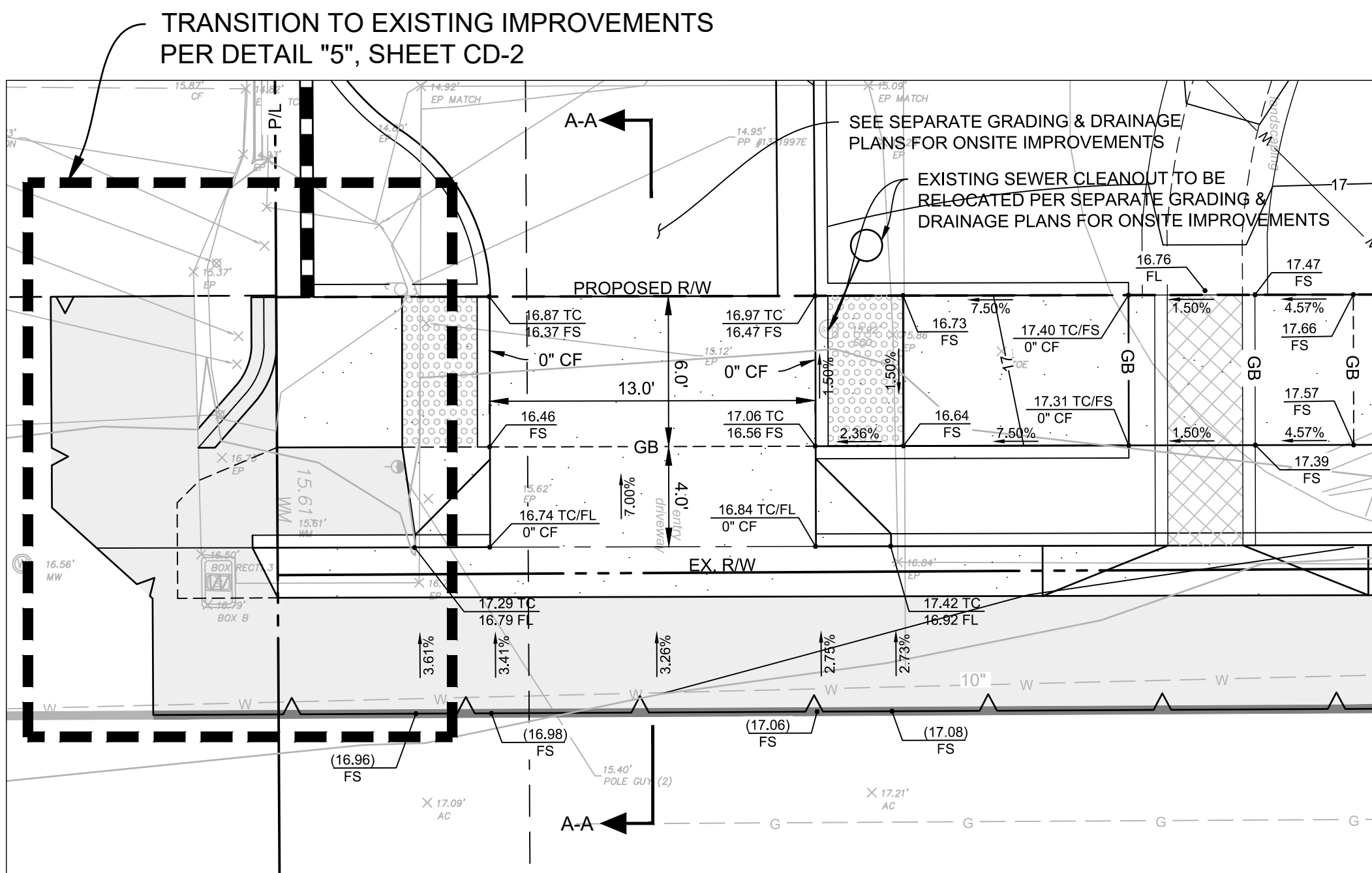
SECTION A-A: CENTERLINE PROFILE DRIVEWAY ENTRANCE STA. 1+14.99  
SCALE: 1"=5' HORIZONTAL, 1"=1' VERTICAL



SECTION B-B: CENTERLINE PROFILE DRIVEWAY ENTRANCE STA. 2+75.23  
SCALE: 1"=5' HORIZONTAL, 1"=1' VERTICAL

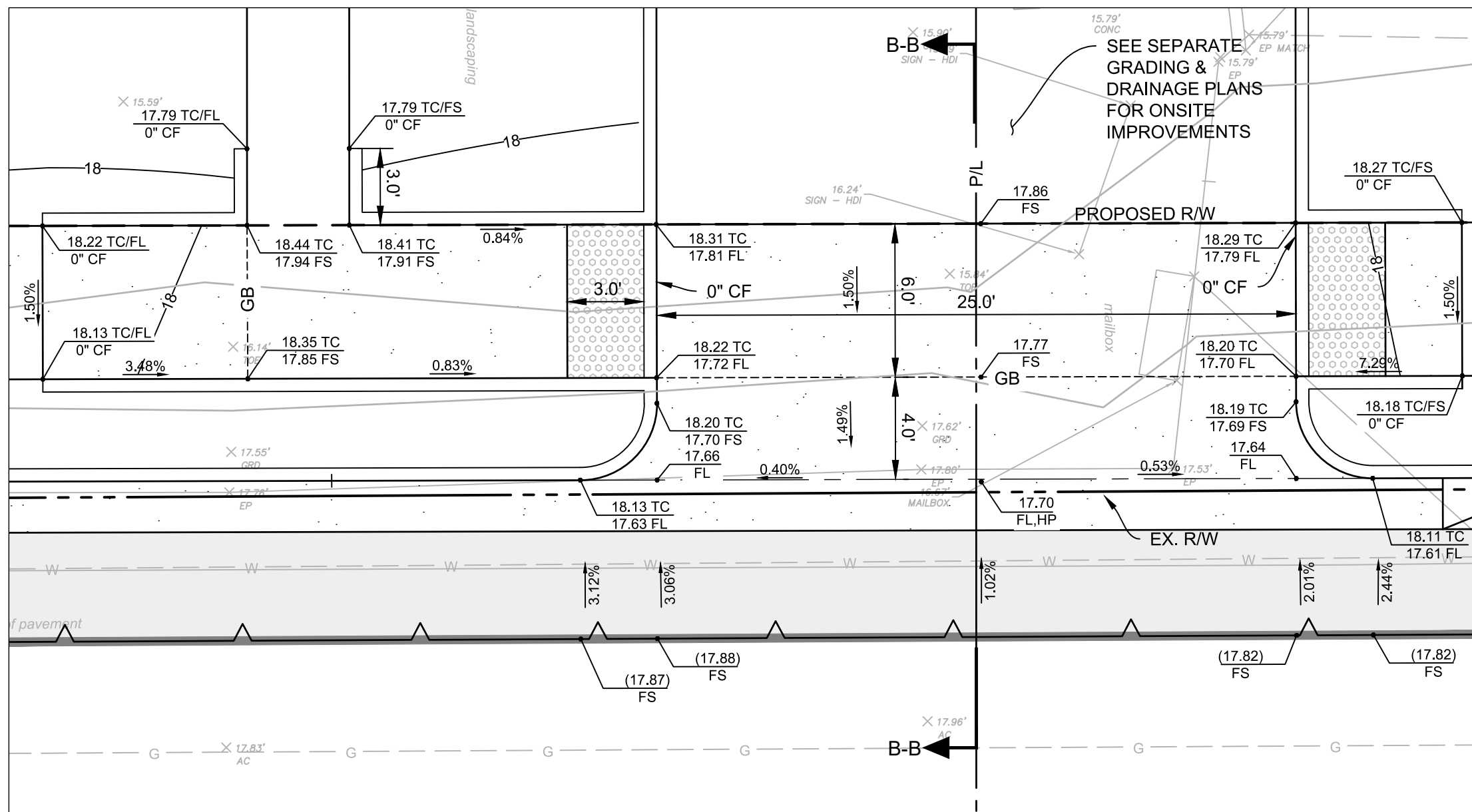


SECTION C-C: CENTERLINE PROFILE DRIVEWAY ENTRANCE STA. 5+85.52  
SCALE: 1"=5' HORIZONTAL, 1"=1' VERTICAL

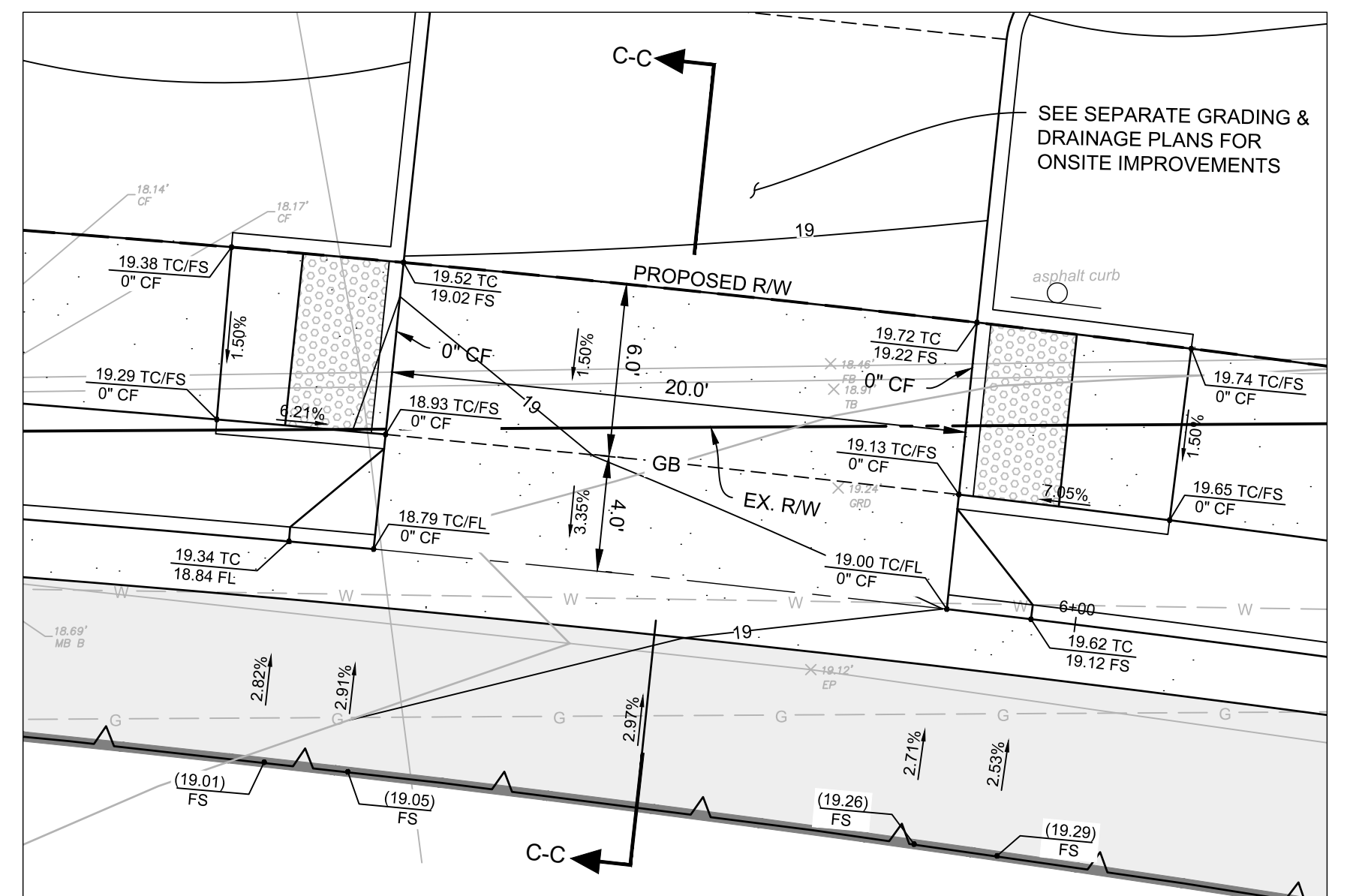


DRIVEWAY ENTRANCE STA. 1+14.99  
SCALE: 1"=5'

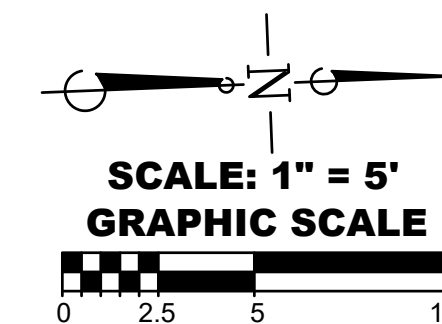
4 DRIVEWAY ENTRANCE DETAILS



DRIVEWAY ENTRANCE STA. 2+75.23  
SCALE: 1"=5'



DRIVEWAY ENTRANCE STA. 5+85.52  
SCALE: 1"=5'

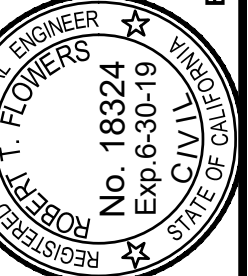


CITY OF GOLETA, CA  
REVIEWED BY:

SIGNATURE DATE

REVISIONS		DESCRIPTION	DATE
NO.			

DESIGN: EKL  
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CHECK: RTF  
DATE: \_\_\_\_\_  
NOT FOR CONSTRUCTION



STREET IMPROVEMENT PLANS  
749 & 759 WARD DRIVE  
CITY OF GOLETA, CALIFORNIA

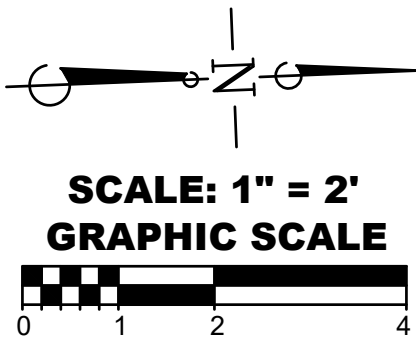
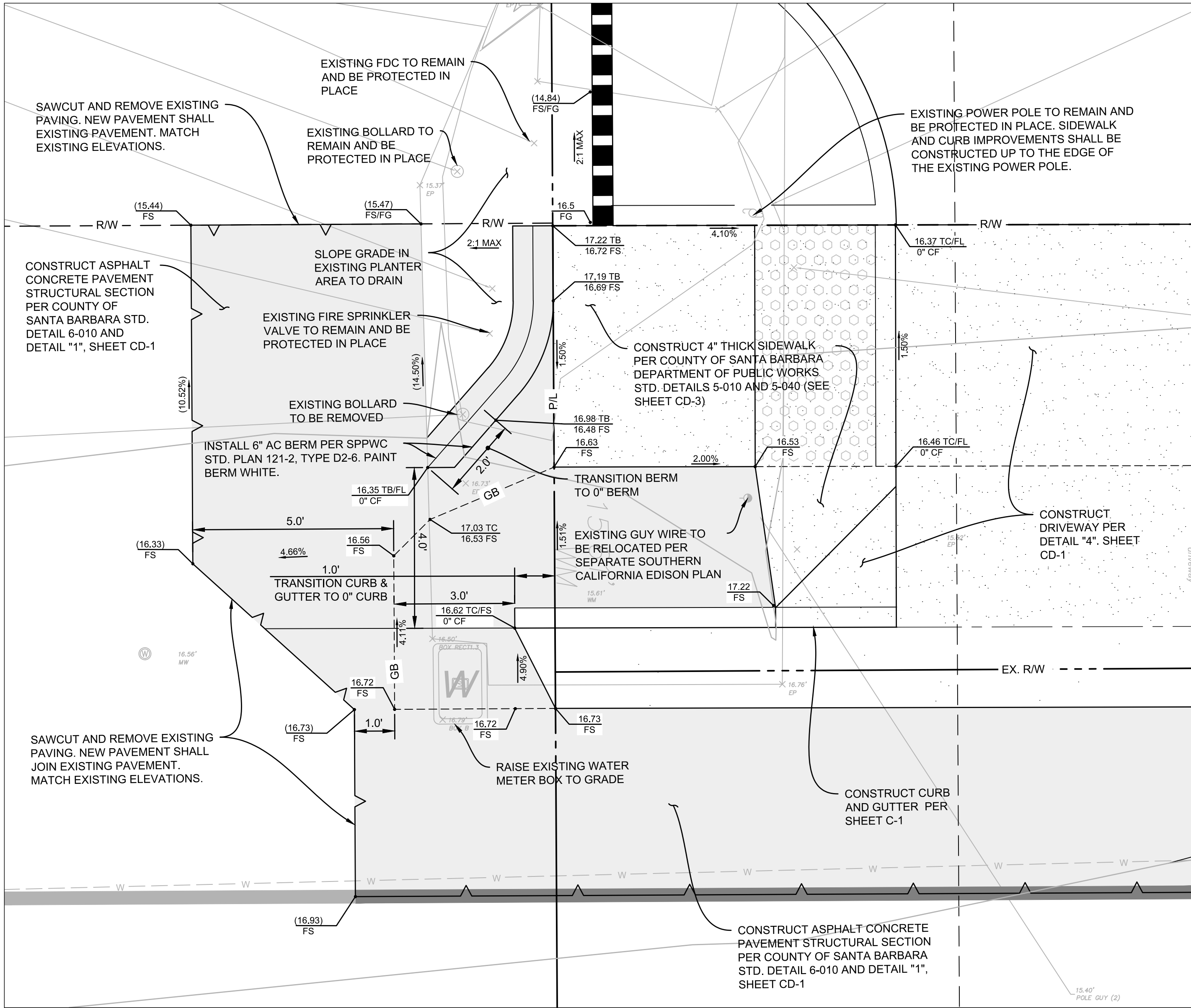
JANUARY 17, 2018

CD-1

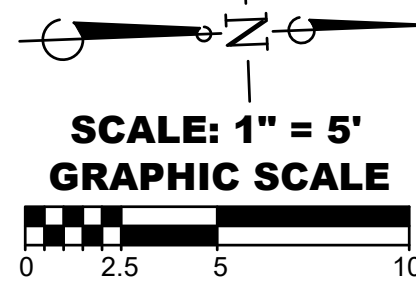
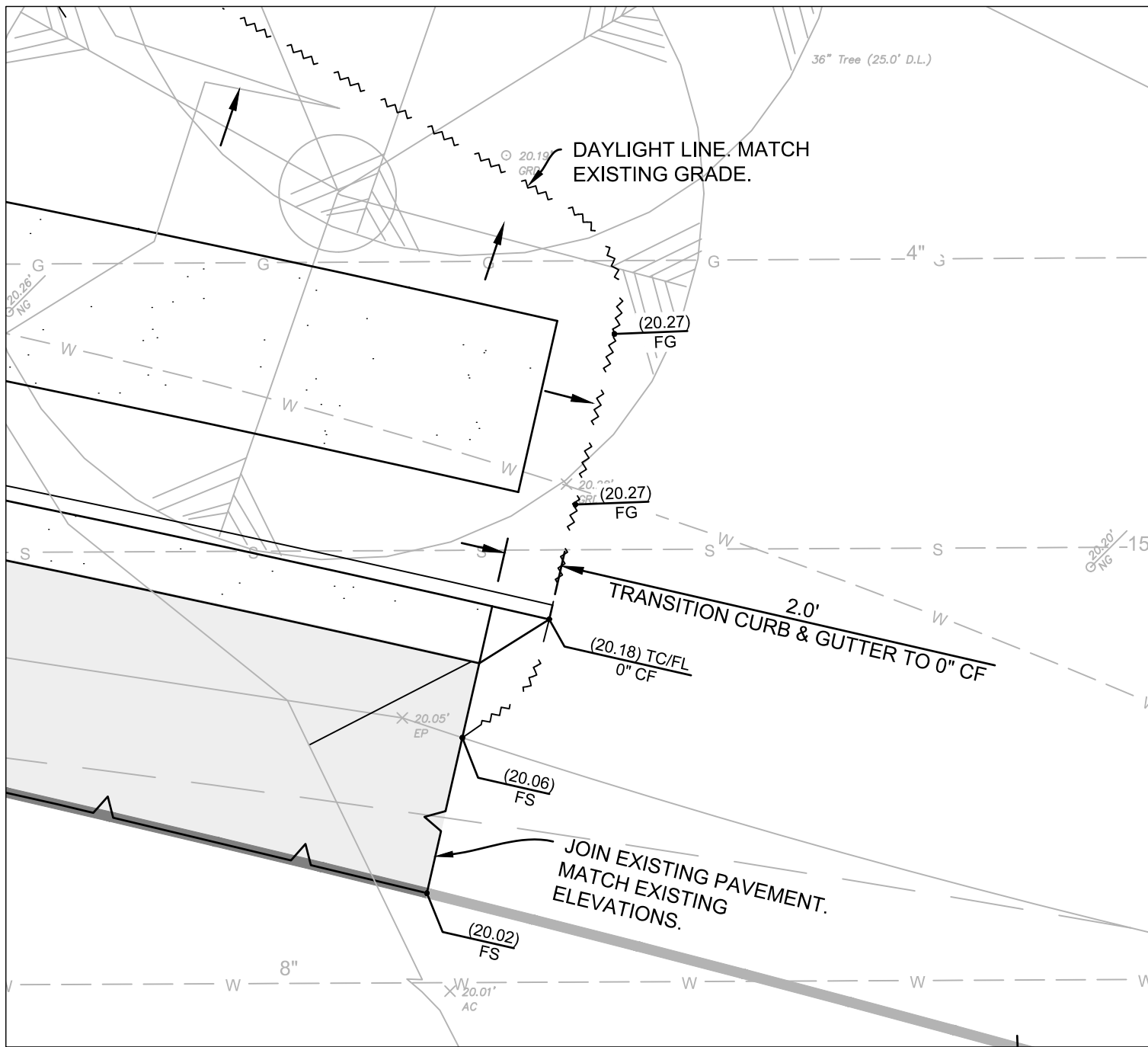
SHT. 4 OF 6

W.O. 1554  
12





TRANSITION TO EXISTING IMPROVEMENTS STA. 1+00.00  
SCALE: 1"=2'



PAVEMENT TRANSITION STA. 6+83.66  
SCALE: 1"=5'

5 TRANSITION TO EXISTING IMPORVEMENTS DETAIL  
NOT TO SCALE


(REFER TO 1-010 FOR ADDITIONAL NOTES)

1. CONCRETE FOR SIDEWALKS AND CURB RAMPS SHALL BE CALTRANS CLASS 3 OR BETTER WITH 25% FLY-ASH IN THE MIX DESIGN. WHEN CONCRETE IS ALSO BEING USED FOR DRIVEWAYS AND GUTTERS, IT SHALL BE CLASS 2 OR BETTER.

2. THICKNESS OF SIDEWALKS SHALL BE 4" MINIMUM, AND THE TRANSVERSE SLOPE SHALL BE 2% MAX DRAINING TOWARD THE CURB. MINIMUM WIDTH SHALL BE 4'; REFER TO TABLES IN 5-040.

3. SUBGRADE MATERIAL SHALL BE COMPACTED TO 90% OF MAXIMUM DENSITY FOR A 0.50' DEPTH. IN EXPANSIVE SOILS AND SOILS WHICH CANNOT REACH 90% RELATIVE COMPACTION, A 0.35' LAYER OF CALTRANS CLASS 4 BASE OR BETTER SHALL BE PLACED AND COMPACTED TO 90% RELATIVE COMPACTION.

4. ADA COMPATIBLE SLOPES, DETECTABLE WARNING SURFACES, AND GROOVED BORDERS AT GRADE BREAKS SHALL BE PROVIDED WHERE REQUIRED BY ALL CURRENT REGULATIONS.

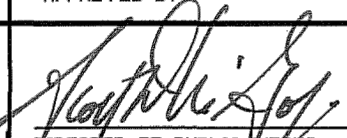
5. EXPANSION JOINTS SHALL BE MADE WITH 1/2" EXPANSION PAPER AND PLACED AT THE BEGINNING AND END OF EACH CURB RETURN, ON EACH SIDE OF DRAINAGE STRUCTURES SUCH AS DROP INLETS, AT UTILITY VAULTS AND POLES, EVERY 200' OF LENGTH, AND AT OTHER PLACES AS DIRECTED BY THE COUNTY ENGINEER.

6. WEAKENED-PLANE JOINTS SHALL BE TOOLED 1-1/2" DEEP ON SIDEWALKS, CURBS AND GUTTERS AT INTERVALS OF NO MORE THAN 10', AND AT BOTH SIDES OF METER BOXES AND PULL BOXES. JOINTS IN ADJACENT CURBS AND SIDEWALKS SHALL BE ALIGNED.

7. SCORELINES SHALL BE TOOLED 1/4" DEEP ON SIDEWALKS MIDWAY BETWEEN WEAKENED-PLANE JOINTS. ON CURB RETURNS, THEY SHALL BE PLACED SO AS TO CONTINUE THE CURB LINE THROUGH THE RAMP.

8. UTILITY BOXES AND VAULTS SHALL NOT BE LOCATED IN SIDEWALKS WHERE POSSIBLE. THERE SHALL BE A MINIMUM OF 4' SIDEWALK CLEARANCE AROUND ANY SIGNS, POLES, OR OTHER OBSTRUCTIONS.

COUNTY OF SANTA BARBARA, CA - DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

APPROVED BY:  
  
DIRECTOR OF PUBLIC WORKS

5-010

GENERAL SIDEWALK NOTES

REVISION DATES

DATE: 4/4/2011

NOTES: (REFER TO 5-010 FOR ADDITIONAL NOTES)

1. THE WIDTH OF THE SIDEWALKS (NOT INCLUDING THE CURB) SHALL BE AS SHOWN IN TABLE A OR B. SIDEWALKS FRONTING COMMERCIAL DEVELOPMENTS SHALL EXTEND FROM THE BACK OF THE CURB TO 6' FROM THE RIGHT-OF-WAY LINE.

2. TRANSVERSE EXPANSION JOINTS SHOULD CONTINUE THROUGH THE ADJACENT CURB AND GUTTER.

3. WEAKENED-PLANE JOINTS SHALL BE PROVIDED AT INTERVALS OF NOT MORE THAN 10' ON SIDEWALKS AND CURB/GUTTERS. WHERE SIDEWALKS ABUT THE CURB, THE WEAKENED-PLANE JOINT SHALL BE CONTINUOUS THROUGH BOTH.

4. A SCORELINE SHALL BE PLACED MIDWAY BETWEEN WEAKENED-PLANE JOINTS. WHERE THE SIDEWALK WIDTH EXCEEDS 6', A LONGITUDINAL SCORELINE SHALL BE TOOLED AT THE SIDEWALK CENTERLINE.

5. ADDITIONAL SIDEWALK WIDTH MAY BE NEEDED TO MAINTAIN A MINIMUM OF 4' CLEAR SIDEWALK AROUND EXISTING OBSTRUCTIONS SUCH AS UTILITY POLES.

PLAN A - SIDEWALK WITHOUT PARKWAY

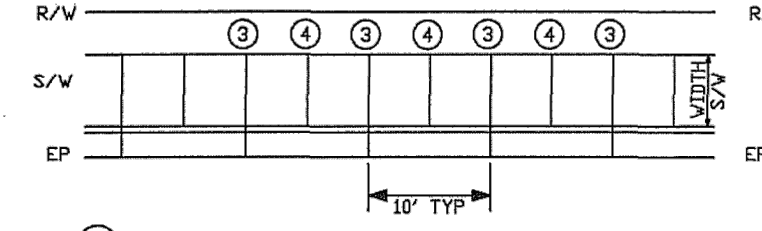


TABLE A

R/W WIDTH	STD DTL	MINIMUM WIDTH	COMMERCIAL WIDTH	WIDTH	STANDARD CY/LF	MONOLITHIC CY/LF
MAJOR	6'-070	6'	9.5'	9.5'	0.116	0.124
60'	6'-030	5'	9.5'	5'	0.073	0.082
36'	6'-030	5'	9.5'	5'	0.061	0.069
RURAL	6'-030	4'	9.5'	4'	0.049	0.057

PLAN B - SIDEWALK WITH PARKWAY

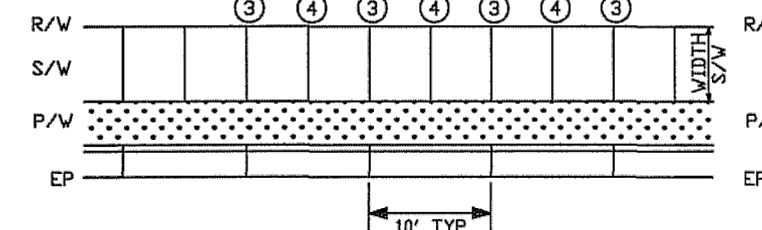
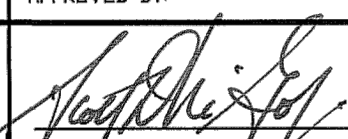


TABLE B

R/W WIDTH	STD DTL	MINIMUM WIDTH	COMMERCIAL WIDTH	WIDTH	STANDARD CY/LF	MONOLITHIC CY/LF
MAJOR	6'-070	5'	9.5'	9.5'	0.116	
60'	6'-030	5'	9.5'	5'	0.061	
36'	6'-030	5'	9.5'	5'	0.061	
RURAL	6'-030	4'	9.5'	4'	0.049	

COUNTY OF SANTA BARBARA, CA - DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

APPROVED BY:  
  
DIRECTOR OF PUBLIC WORKS

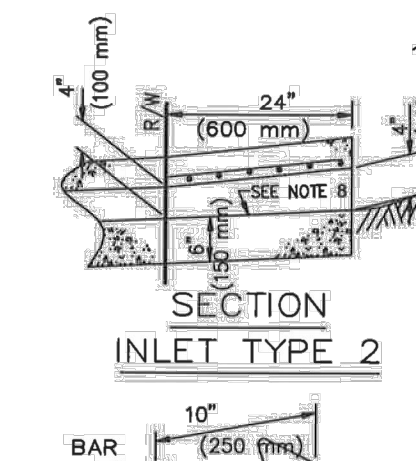
5-040

SIDEWALK DETAILS

REVISION DATES

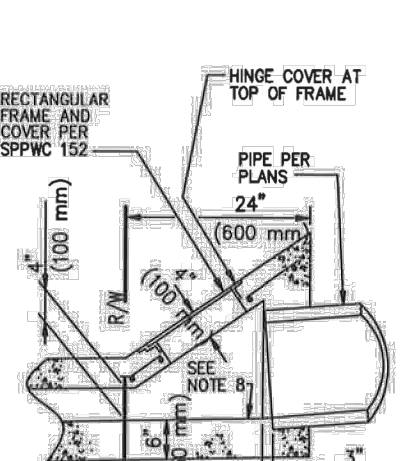
DATE: 4/4/2011

SECTION INLET TYPE 2




DETAIL OF ANCHOR

SECTION INLET TYPE 1



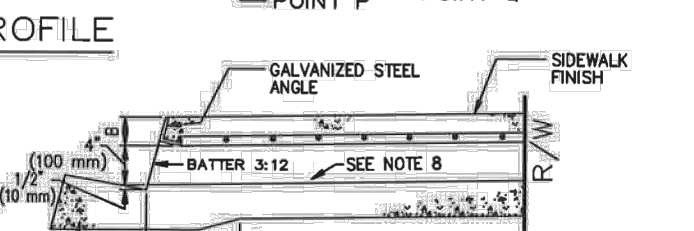
SECTION INLET TYPE 1

PLAN



PROFILE

SECTION A-A



SECTION B-B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PARKWAY DRAIN

151-2

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 2

NOTES

1. FLOOR OF BOX SHALL BE TROWELED SMOOTH.

2. IF THE TOE OF SLOPE IS ALLOWED WITHIN THE R/W, INLET TYPE 1 BEGINS AT THE TOE RATHER THAN AT THE R/W LINE.

3. FOR OPEN DITCH (TYPE 2), THE 24" (600 mm) EXTENSION BEYOND THE R/W LINE IS NOT REQUIRED WHEN BACK OF WALK IS 24" (600 mm) OR MORE FROM THE R/W LINE; HOWEVER, THE PIPE SHALL EXTEND TO THE R/W LINE IN ANY EVENT.

4. TOP OF INLET STRUCTURE (TYPE 1 & 2) SHALL BE FLUSH WITH ADJACENT SURFACE WHERE PRACTICAL.

5. A HEADED STEEL STUD 5/8" x 6-3/8" WITH A 1" HEAD (16 x 160 mm, 25 mm HEAD) ATTACHED BY A FULL PENETRATION BUTT WELD MAY BE USED AS AN ALTERNATE ANCHOR.

6. NORMAL CURB FACE AT POINT M AND Q. CURB FACE IS B + 5" (125 mm) AT POINT N AND P.

7. THE 3" (75 mm) LEG OF THE 5/8" (16 mm) DIA ANCHORS SHALL BE PARALLEL TO THE TOP OF SIDEWALK.

8. SLOPE = 2.0%.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PARKWAY DRAIN

151-2

STANDARD PLAN SHEET 2 OF 2

DESIGN: EKL

DRAFT: EKL

CHECK: RTF

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NOT FOR CONSTRUCTION

PRELIMINARY

FLORIAN & ASSOCIATES, INC.

CIVIL ENGINEERS

201 N. Calle Cesar Chavez, Suite 100 Santa Barbara, CA 93103

Telephone (805) 966-2224

REGISTERED PROFESSIONAL ENGINEER

ROBERT T. FLORIAN

No. 18324

Exp. 6-30-19

CIVIL

STATE OF CALIFORNIA

DETAILS

STREET IMPROVEMENT PLANS

749 & 759 WARD DRIVE

CITY OF GOLETA, CALIFORNIA

JANUARY 17, 2018

CD-3

SHT. 6 OF 6

CITY OF GOLETA, CA  
REVIEWED BY:

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PLOTTED: Wednesday, January 17, 2018 2:11:19 PM

1554\_STREET PLANS\_C.DWG

W.O. 1554  
14

**Attachment 3**  
**Parcel Map No. 32,058**

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE AN INTEREST IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THE ANNEXED MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND. WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES OF THIS MAP. WE HEREBY DEDICATE AN EASEMENT FOR PUBLIC ROAD PURPOSES FOR WARD DRIVE AS SHOWN HEREON TO THE CITY OF GOLETA. WE ALSO DEDICATE ALL OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES SET FORTH.

By: MARK FAMILY TRUST dated 12-10-87 amended 04-05-06

By: Edward H. Mark, Trustee By: Maura P. Mark, Trustee

By: SANTA BARBARA RENTALS, LP, An Arizona Limited Partnership

By: Edward H. Mark, Manager of THOUSAND OAKS MANAGEMENT, LLC, General Partnership

By: MARCUS S. METZLER, JR. LIVING TRUST dated 12-06-05

By: Marcus S. Metzler, Jr. Trustee By: , Trustee

NOTARY ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA )

COUNTY OF SANTA BARBARA )

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

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

WITNESS my hand and official seal.

Signature [ Seal ]

NOTARY ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA )

COUNTY OF SANTA BARBARA )

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

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

WITNESS my hand and official seal.

Signature [ Seal ]

PARCEL MAP No. 32,058

BEING A DIVISION OF A PORTION OF THE RANCHO LAS GOLETA AS DESCRIBED IN A DEED TO BEN NEWITT RECORDED NOVEMBER 17, 1961 AS INSTRUMENT No. 41275 IN BOOK 1885, PAGE 262 OF OFFICAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER CITY OF GOLETA ~ COUNTY OF SANTA BARBARA ~ STATE OF CALIFORNIA

~DECEMBER 2017~

WATERS CARDENAS LAND SURVEYING LLP.

BARRY J. WATERS & JOSE V. CARDENAS  
LICENSED LAND SURVEYORS  
5553 HOLLISTER AVE.-STS 788 - GOLETA, CALIFORNIA 93117  
PHONE: (805) 967-4416

NOTE:

THIS MAP IS SUBJECT TO CERTAIN CONDITIONS AND INFORMATION INCLUDED IN A "NOTICE" AND RECORDED CONCURRENTLY AS INSTRUMENT No. 2017 - OF OFFICIAL RECORDS.

EASEMENT HOLDERS:

THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED PURSUANT TO SECTION 66445(e) OF THE GOVERNMENT CODE (STATE SUBDIVISION MAP ACT):

A 40' WIDE EASEMENT FOR PUBLIC ROAD PURPOSES GRANTED TO THE COUNTY OF SANTA BARBARA RECORDED JULY 17, 1940 AS INSTRUMENT No. 5676 IN BOOK 496, PAGE 329, O.R.

A 40' WIDE EASEMENT FOR WATER PIPE LINE AND/OR CONDUIT PURPOSES GRANTED TO THE UNITED STATES OF AMERICA RECORDED JANUARY 27, 1953 AS INSTRUMENT No. 1305 IN BOOK 1125, PAGE 61, O.R.

A 10' WIDE EASEMENT FOR ELECTRIC LINE PURPOSES GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED OCTOBER 6, 1955 AS INSTRUMENT No. 18036 IN BOOK 1339, PAGE 382, O.R.

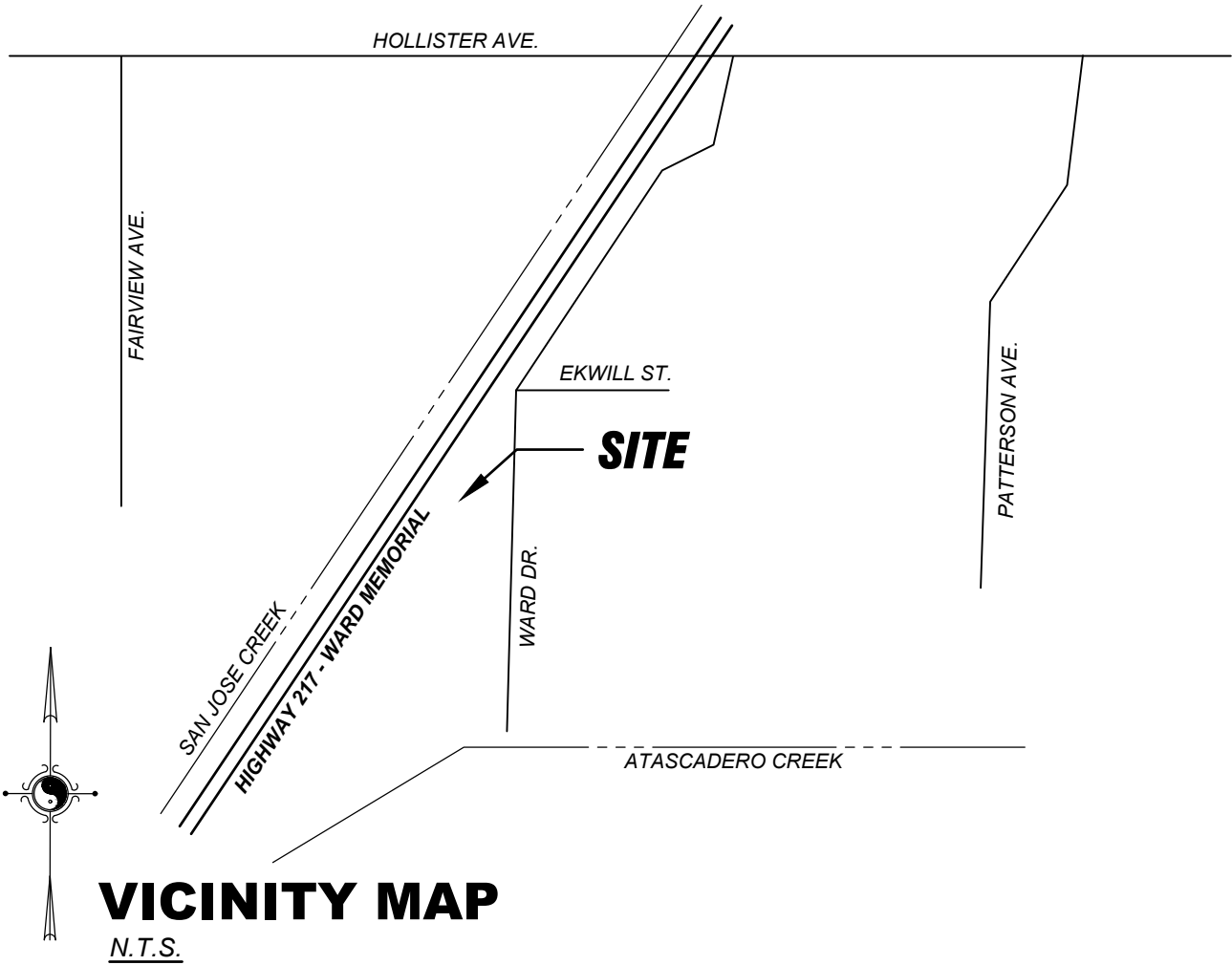
A 60' WIDE EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES GRANTED TO REXALL DRUG & CHEMICAL COMPANY RECORDED DECEMBER 14, 1959 AS INSTRUMENT No. 41952 IN BOOK 1696, PAGE 92, O.R.

A 60' WIDE EASEMENT GAS PIPE PURPOSES GRANTED TO SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA RECORDED MARCH 23, 1960 AS INSTRUMENT No. 9437 IN BOOK 1726, PAGE 473, O.R.; AMENDED TO A 10' WIDE EASEMENT RECORDED FEBRUARY 12, 2016 AS INSTRUMENT No. 2016-0006759 O.R.

A 10' WIDE EASEMENT FOR TELEPHONE POLES AND APPURTENANCES GRANTED TO GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED AUGUST 7, 1961 AS INSTRUMENT No. 27504 IN BOOK 1863, PAGE 487, O.R.

A 10' WIDE EASEMENT FOR ELECTRIC LINE PURPOSES GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED AUGUST 11, 1961 AS INSTRUMENT No. 28178 IN BOOK 1864, PAGE 557, O.R.

A 10' WIDE EASEMENT FOR WATER PIPE LINE PURPOSES GRANTED TO GOLETA COUNTY WATER DISTRICT RECORDED NOVEMBER 6, 1962 AS INSTRUMENT No. 46997 IN BOOK 1961, PAGE 303, O.R.



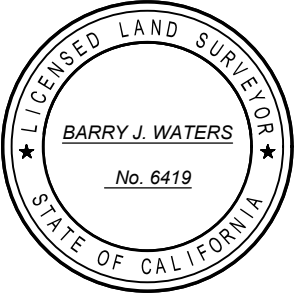
VICINITY MAP  
N.T.S.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MARK FAMILY TRUST IN AUGUST 2017. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I ALSO HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BARRY J. WATERS  
P.L.S. 6419

DATE



RECORDER'S STATEMENT:

FILED THIS DAY OF , 2017 AT M, IN BOOK OF PARCEL MAPS RECORDS OF SANTA BARBARA COUNTY, AT PAGE(S) AT THE REQUEST OF BARRY J. WATERS, P.L.S. 6419.

FEE:

JOSEPH E. HOLLAND  
COUNTY CLERK, RECORDER and ASSESSOR

BY: DEPUTY

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

BY: MARK E. REINHARDT P.L.S. 6392  
CITY SURVEYOR - CITY OF GOLETA

DATE:



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF GOLETA SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

ROSEMARIE GAGLIONE  
CITY ENGINEER  
R.C.E. 74,497 - LICENSE EXPIRATION DATE: 12/31/2017

DATE

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THIS MAP WAS DULY ADOPTED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF GOLETA ON THIS DAY OF , 20 , FOR SUBDIVISION PURPOSES AND ACCEPT ON BEHALF OF THE PUBLIC THE OFFER OF THE PUBLIC ROAD EASEMENT FOR WARD DRIVE AS SHOWN HEREON.

DEBORAH LOPEZ  
CITY CLERK OF THE CITY OF GOLETA

DATE

CLERK OF THE BOARD'S STATEMENT:

I, MONA MIYASATO, CLERK OF THE BOARD OF SUPERVISORS OF SANTA BARBARA COUNTY, DO HEREBY STATE THAT PURSUANT TO GOVERNMENT CODE SECTION 66464 (STATE SUBDIVISION MAP ACT), THAT THE CERTIFICATES AND DEPOSITS REQUIRED UNDER GOVERNMENT CODE SECTION 66492 AND 66493 (STATE SUBDIVISION MAP ACT) ON THE PROPERTY WITHIN THIS SUBDIVISION HAVE BEEN FILED AND MADE.

MONA MIYASATO  
CLERK OF THE BOARD OF SUPERVISORS  
OF SANTA BARBARA COUNTY

BY: DEPUTY

DATE



EXISTING EASEMENT LEGEND:

- E-1 A 40' WIDE EASEMENT FOR PUBLIC ROAD PURPOSES GRANTED TO THE COUNTY OF SANTA BARBARA RECORDED JULY 17, 1940 AS INSTRUMENT No. 5676 IN BOOK 496, PAGE 329, O.R.
- E-2 A 40' WIDE EASEMENT FOR WATER PIPE LINE AND/OR CONDUIT PURPOSES GRANTED TO THE UNITED STATES OF AMERICA RECORDED JANUARY 27, 1953 AS INSTRUMENT No. 1305 IN BOOK 1125, PAGE 61, O.R. (EXCEPTION #7 OF P.R.)
- E-3 A 10' WIDE EASEMENT FOR ELECTRIC LINE PURPOSES GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED OCTOBER 6, 1955 AS INSTRUMENT No. 18036 IN BOOK 1339, PAGE 382, O.R.
- E-4 A 60' WIDE EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES GRANTED TO REXALL DRUG & CHEMICAL COMPANY RECORDED DECEMBER 14, 1959 AS INSTRUMENT No. 41952 IN BOOK 1696, PAGE 92, O.R.
- E-5 A 60' WIDE EASEMENT GAS PIPE PURPOSES GRANTED TO SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA RECORDED MARCH 23,1960 AS INSTRUMENT No. 9437 IN BOOK 1726, PAGE 473, O.R.; AMENDED TO A 10' WIDE EASEMENT RECORDED FEBRUARY 12, 2016 AS INSTRUMENT No. 2016-0006759 OF O.R.
- E-6 A 10' WIDE EASEMENT FOR TELEPHONE POLES AND APPURTENANCES GRANTED TO GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED AUGUST 7, 1961 AS INSTRUMENT No. 27504 IN BOOK 1863, PAGE 487, O.R.
- E-7 A 10' WIDE EASEMENT FOR ELECTRIC LINE PURPOSES GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED AUGUST 11, 1961 AS INSTRUMENT No. 28178 IN BOOK 1864, PAGE 557, O.R.
- E-8 A 10' WIDE EASEMENT FOR WATER PIPE LINE PURPOSES GRANTED TO GOLETA COUNTY WATER DISTRICT RECORDED NOVEMBER 6, 1962 AS INSTRUMENT No. 46997 IN BOOK 1961, PAGE 303, O.R.

MAP LEGEND:

RECORD DOCUMENTS:

R1 = A RECORD OF SURVEY RECORDED ON OCTOBER 27, 1992 IN BOOK 144, PAGE 75 OF RECORDS OF SURVEY FILED IN THE OFFICE OF THE SANTA BARBARA COUNTY RECORDER, STATE OF CALIFORNIA.

R2 = GRANT DEED RECORDED 6-10-2015 AS INSTRUMENT No. 2015-0030045 OF O.R. IN THE OFFICE OF THE COUNTY RECORDER.

R3 = A RECORD OF SURVEY RECORDED ON NOVEMBER 16, 2006 IN BOOK 174, PAGE 20-23 OF RECORDS OF SURVEY FILED IN THE OFFICE OF THE SANTA BARBARA COUNTY RECORDER, STATE OF CALIFORNIA.

F.T.C.= FROM TRUE CORNER

- INDICATES NO MONUMENT FOUND OR SET.
- INDICATES MONUMENT FOUND AS NOTED.
- INDICATES SET 1/2" I.P. WITH BRASS TAG MARKED "L.S. 6419"
- INDICATES SET 1-1/2" I.P. W/2" BRASS CAP MARKED "L.S. 6419"
- INDICATES DELINIATION OF GEOMETRY FOR EASEMENTS PER THIS MAP

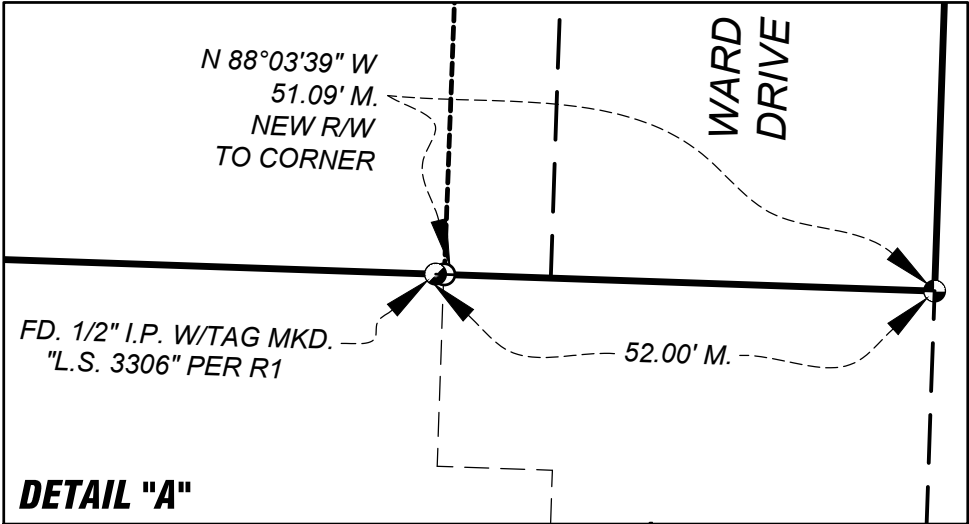
SURVEY NOTE:

**BASIS OF BEARINGS:** N 88°03'39" W BETWEEN FOUND SURVEY MONUMENTS AS SHOWN HEREON. **BEARINGS SHOWN HEREON ARE GRID AND THEREFORE ARE ROTATED 01°06'50.5" FROM THE BEARINGS SHOWN IN THE TITLE REPORT AND GRANT DEED.** THE MAPPING ANGLE TO PLACE THE PUBLISHED BEARINGS ON GROUND COORDINATES IS 01°06'50.5".

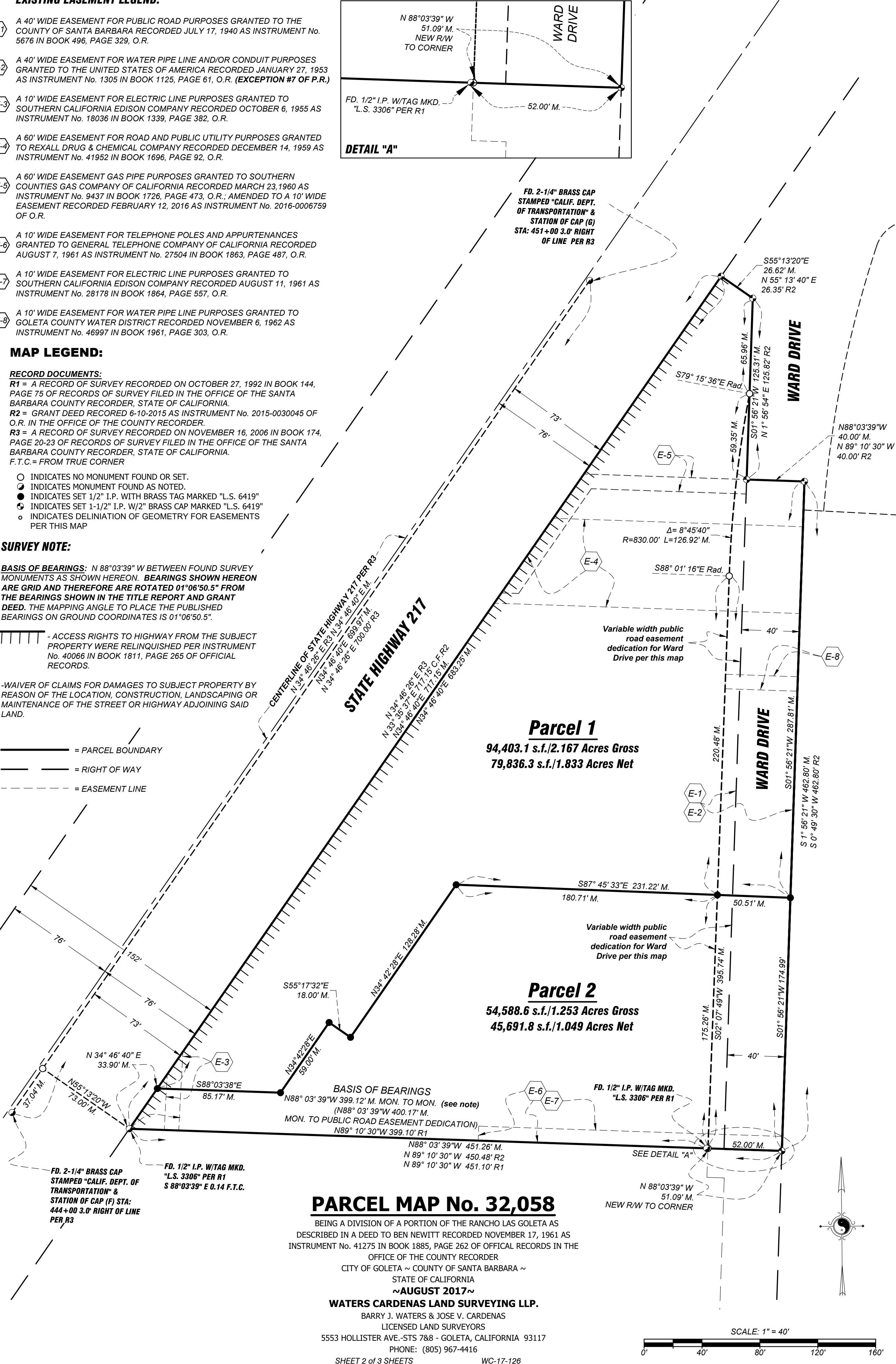
----- ACCESS RIGHTS TO HIGHWAY FROM THE SUBJECT PROPERTY WERE RELINQUISHED PER INSTRUMENT No. 40066 IN BOOK 1811, PAGE 265 OF OFFICIAL RECORDS.

-WAIVER OF CLAIMS FOR DAMAGES TO SUBJECT PROPERTY BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF THE STREET OR HIGHWAY ADJOINING SAID LAND.

- ===== PARCEL BOUNDARY
- ===== RIGHT OF WAY
- EASEMENT LINE



FD. 2-1/4" BRASS CAP  
STAMPED "CALIF. DEPT.  
OF TRANSPORTATION" &  
STATION OF CAP (G)  
STA: 451+00 3.0' RIGHT  
OF LINE PER R3



PARCEL MAP No. 32,058

BEING A DIVISION OF A PORTION OF THE RANCHO LAS GOLETA AS DESCRIBED IN A DEED TO BEN NEWITT RECORDED NOVEMBER 17, 1961 AS INSTRUMENT No. 41275 IN BOOK 1885, PAGE 262 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER  
CITY OF GOLETA ~ COUNTY OF SANTA BARBARA ~  
STATE OF CALIFORNIA  
~AUGUST 2017~

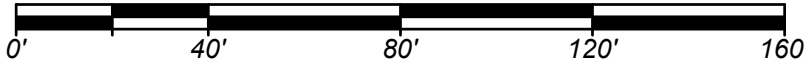
WATERS CARDENAS LAND SURVEYING LLP.

BARRY J. WATERS & JOSE V. CARDENAS  
LICENSED LAND SURVEYORS  
5553 HOLLISTER AVE.-STS 7&8 - GOLETA, CALIFORNIA 93117  
PHONE: (805) 967-4416

SHEET 2 of 3 SHEETS

WC-17-126

SCALE: 1" = 40'



EASEMENTS PER THIS MAP:

- E-9 CENTERLINE OF A 5' WIDE EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF PARCEL 1.
- E-10 A VARIABLE WIDTH RECIPROCAL BIO-RETENTION BASIN EASEMENT IN FAVOR OF PARCEL 2.
- E-11 A VARIABLE WIDTH RECIPROCAL BIO-RETENTION BASIN EASEMENT IN FAVOR OF PARCEL 1.
- E-12 CENTERLINE OF A 5' WIDE EASEMENT FOR FIRE HYDRANT PURPOSES IN FAVOR OF PARCEL 2.
- E-13 CENTERLINE OF A 5' WIDE EASEMENT FOR FIRE HYDRANT PURPOSES IN FAVOR OF PARCEL 1.
- E-14 A VARIABLE WIDTH RECIPROCAL VEHICLE ACCESS EASEMENT IN FAVOR OF PARCEL 1.
- E-15 A VARIABLE WIDTH RECIPROCAL VEHICLE ACCESS EASEMENT IN FAVOR OF PARCEL 2.

Line Table			
Line #	Length	Direction	
L1	31.85'	N55° 32' 09"W	
L2	66.29'	N55° 34' 31"W	
L3	42.21'	S34° 25' 57"W	
L4	13.51'	S34° 25' 57"W	
L5	104.37'	S88° 20' 19"E	
L6	53.25'	N86° 49' 47"E	RAD.
L7	17.98'	N34° 42' 28"E	
L8	35.32'	N34° 56' 19"E	RAD.
L9	53.25'	N01° 55' 44"E	RAD.

Curve Table			
Curve #	Length	Radius	Delta
C1	16.02'	8.14'	112°49'26"
C2	7.71'	3.00'	147°11'49"
C3	48.49'	53.25'	52°10'13"
C4	11.26'	35.32'	18°15'43"
C5	11.34'	10.01'	64°55'26"
C6	3.93'	2.50'	90°00'00"
C7	16.79'	12.01'	80°06'51"
C8	30.42'	53.25'	32°43'49"
C9	11.52'	35.32'	18°41'09"
C10	10.68'	10.01'	61°09'04"

MAP LEGEND (cont'd):

- INDICATES NO MONUMENT FOUND OR SET.  
● INDICATES MONUMENT FOUND AS NOTED.  
● INDICATES SET 1/2" I.P. WITH BRASS TAG MARKED "L.S. 6419"  
● INDICATES SET 1-1/2" I.P. W/2" BRASS CAP MARKED "L.S. 6419"  
○ INDICATES DELINIATION OF GEOMETRY FOR EASEMENTS PER THIS MAP
- = PARCEL BOUNDARY  
———— = RIGHT OF WAY  
- - - - - = EASEMENT LINE

MAP LEGEND:

RECORD DOCUMENTS:

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F.T.C.= FROM TRUE CORNER

SURVEY NOTE:

BASIS OF BEARINGS: N 88°03'39" W BETWEEN FOUND SURVEY MONUMENTS AS SHOWN HEREON. BEARINGS SHOWN HEREON ARE GRID AND THEREFORE ARE ROTATED 01°06'50.5" FROM THE BEARINGS SHOWN IN THE TITLE REPORT AND GRANT DEED. THE MAPPING ANGLE TO PLACE THE PUBLISHED BEARINGS ON GROUND COORDINATES IS 01°06'50.5".



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-WAIVER OF CLAIMS FOR DAMAGES TO SUBJECT PROPERTY BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF THE STREET OR HIGHWAY ADJOINING SAID LAND.

CENTERLINE OF STATE HIGHWAY 217 PER R3  
STATE HIGHWAY 217

Parcel 1

94,403.1 s.f./2.167 Acres Gross  
79,836.3 s.f./1.833 Acres Net

Parcel 2

54,588.6 s.f./1.253 Acres Gross  
45,691.8 s.f./1.049 Acres Net

FD. 1/2" I.P. W/TAG MKD.  
"L.S. 3306" PER R1

BASIS OF BEARINGS  
N88° 03' 39"W 399.12' M. MON. TO MON. (see note)  
(N88° 03' 39"W 400.17' M.  
MON. TO PUBLIC ROAD EASEMENT DEDICATION)  
N88° 03' 39"W 451.26' M.

FD. 2-1/4" BRASS CAP  
STAMPED "CALIF. DEPT. OF  
TRANSPORTATION" &  
STATION OF CAP (F) STA:  
444+00 3.0' RIGHT OF LINE  
PER R3

FD. 1/2" I.P. W/TAG MKD.  
"L.S. 3306" PER R1  
S 88°03'39" E 0.14 F.T.C.

SURVEY NOTE:

BASIS OF BEARINGS: N 88°03'39" W BETWEEN FOUND SURVEY MONUMENTS AS SHOWN HEREON. BEARINGS SHOWN HEREON ARE GRID AND THEREFORE ARE ROTATED 01°06'50.5" FROM THE BEARINGS SHOWN IN THE TITLE REPORT AND GRANT DEED. THE MAPPING ANGLE TO PLACE THE PUBLISHED BEARINGS ON GROUND COORDINATES IS 01°06'50.5".

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PARCEL MAP No. 32,058

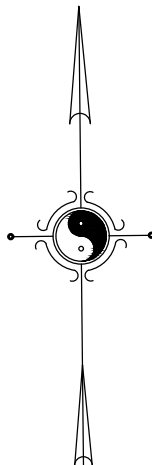
BEING A DIVISION OF A PORTION OF THE RANCHO LAS GOLETA AS DESCRIBED IN A DEED TO BEN NEWITT RECORDED NOVEMBER 17, 1961 AS INSTRUMENT No. 41275 IN BOOK 1885, PAGE 262 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER  
CITY OF GOLETA ~ COUNTY OF SANTA BARBARA ~  
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~AUGUST 2017~

WATERS CARDENAS LAND SURVEYING LLP.

BARRY J. WATERS & JOSE V. CARDENAS  
LICENSED LAND SURVEYORS  
5553 HOLLISTER AVE.-STS 788 - GOLETA, CALIFORNIA 93117  
PHONE: (805) 967-4416

SHEET 3 of 3 SHEETS

WC-17-126



SCALE: 1" = 40'

**Attachment 4**  
**Public Improvement Agreement**

RECORDING REQUESTED BY:  
WHEN RECORDED RETURN TO:

CITY OF GOLETA  
130 Cremona Drive, Suite B  
Goleta, CA 93117  
ATTN: CITY CLERK

With a copy to:  
Ed Mark  
Mark Family Trust and  
Santa Barbara Rentals  
7779 Goldfield CT  
Goleta, CA 93117

And a Copy To:  
Marcus S. Metzler  
c/o Industrial West  
41-865 Boardwalk, Suite 106  
Palm Desert, CA 92211

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per  
Government Code Section 6103

CITY OF GOLETA, CALIFORNIA

By: \_\_\_\_\_  
City Clerk

Project Location:  
749 & 759 Ward Drive  
Goleta, CA 93117  
APN: 071-170-014

**PUBLIC IMPROVEMENT AGREEMENT**

**between**

**THE CITY OF GOLETA**

**a municipal corporation**

**and**

**The Mark Family Trust, Santa Barbara Rentals, Limited Partnership, an Arizona  
Limited Partnership, and The Marcus S. Metzler, JR. Living Trust**



## **IMPROVEMENT AGREEMENT**

### **I. PARTIES AND DATE.**

This Improvement Agreement ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Goleta, a municipal corporation ("City") and The Mark Family Trust, Santa Barbara Rentals, Limited Partnership, an Arizona Limited Partnership, and The Marcus S. Metzler, JR. Living Trust (hereinafter collectively referred to as "Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties." The Parties agree as follows:

### **II. RECITALS.**

A. Developer has received approval of a subdivision of the existing parcel at APN 071-170-014 into two parcels and the approved Parcel Map is attached hereto as Exhibit A (the "Property").

B. Developer has also received approval of exterior and interior remodels to the buildings for this project (the "Project") at 749 & 759 Ward Drive, located in the City of Goleta.

C. Developer is the owner of the Property.

D. Developer is required as a condition of approval of the Project to do and perform certain works of improvement thereon.

E. Developer desires to complete the Project and the improvements on the Property and adjacent properties that are required under said approval.

F. City desires to assure that said required improvements will be installed and constructed in a good and workmanlike manner and in accordance with the laws now in force and effect.

G. Developer's execution of this Agreement and the provision of the security in the form of a Letter of Credit are made in consideration of City's final approval of the Project.

### **III. TERMS.**

1.0 Effectiveness. This Agreement shall not be effective unless and until both of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement and (b) Developer executes and the City records this Agreement in the Recorder's Office of the County of Santa Barbara. If the above described conditions are not satisfied, this Agreement may be terminated upon written notice from the City to the Developer and Developer's shall thereafter be in

violation of the Project approval and this Agreement for failure to comply with the conditions thereof.

2.0 Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Project, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, bikeways, water systems, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, ornamental street trees, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Project ("Improvements"). The Improvements are more specifically described in the Improvement Plans titled Street Improvement Plans, 749 & 759 Ward Drive, which is attached hereto as Exhibit B and incorporated herein by this reference. Construction of the Improvements shall include any transitions to existing improvements and/or other incidental work deemed necessary by the City. The Developer shall be responsible for the replacement, relocation, or removal of any underground utilities or improvements in conflict with the construction or installation of the Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of the Improvements. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Improvements.

2.1 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.2 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Improvement until all plans and specifications for such Improvement have been submitted to and approved by the City Engineer in writing, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Improvements conform with all other requirements and standards set forth in this Agreement.

2.3 Quality of Work; Compliance with Laws and Codes. The construction plans and specifications for the Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.



2.4 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.5 Alterations to Improvements. The Improvements in Exhibit B are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Improvements it is determined, in the discretion of the City Engineer or his or her designee, that the public interest requires alterations in the Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.6 Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property.

3.0 Maintenance of Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of any Improvements until City approves and accepts them pursuant to the process contemplated in this Agreement. City shall exercise no control over the Improvements, if any, until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all the Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but should it fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly fulfill its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. Developer must submit payment of any invoice City submits within 30 days of receipt. City shall not be responsible or liable for



any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Improvements within twelve (12) months following final approval of the Project.

4.1 Extensions. City may, in its sole and absolute discretion, provide Developer in writing with additional time within which to complete the Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Improvements or development of the Project shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems in accordance with the most current Best Management Practices (BMP's) and National Pollutant Discharge Elimination System (NPDES). The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Improvements established by this Agreement, and prior to City's approval and acceptance of the Improvements and release of the Security as set forth in Section 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within the



Project in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to the Project, or as required by other governmental agencies having jurisdiction over the Project.

8.0 City Inspection of Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Improvements and areas where construction of the Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work or approval of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City, in its sole discretion, determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the



Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, demand payment on the security, including any letter of credit, to the City posted by Developer as security and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements; As-Built or Record Drawings. If the Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Improvements by City, Developer shall file with the Recorder's Office of the County of Santa Barbara a notice of completion for the accepted Improvements in accordance with California Civil Code Section 3093, at which time the accepted Improvements shall become the sole and exclusive property of City without payment therefor. City shall not accept any one or more of the Improvements



until all of the Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Improvements. Notwithstanding the foregoing, City may not accept any Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Improvement area in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 8.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of One-Hundred Forty-Eight Thousand, Six-Hundred Dollars (\$148,600.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Improvements are accepted by City, provided that



Developer is not in default on any provision of this Agreement or condition of approval for the Project, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Project.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of, One-Hundred Forty-Eight Thousand, Six-Hundred Dollars (\$148,600.00), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Improvements. The amount of the release of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Improvements, or the plans and specifications for the Improvements shall in any way affect its obligation on the Security.

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit C, unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit C and incorporated herein by this reference.

13.5 Developer's Liability. While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the Improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 13.



14.0 Monument Security. Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Parcel Map 32,058 in compliance with the applicable provisions of City's Municipal Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of Two-Thousand, Five-Hundred Dollars (\$2,500.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for the Project.

15.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13.0 et seq. and 14.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13.0 et seq. and 14.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

#### 17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Improvements pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate



limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers' Compensation. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.



17.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the summary removal by City, without notice to Developer, of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

## 20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

20.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all

personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

**CITY:**

City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117  
Attn: City Manager

**DEVELOPER:**

Ed Mark  
Mark Family Trust and  
Santa Barbara Rentals  
7779 Goldfield CT  
Goleta, CA 93117

And

Marcus S. Metzler  
c/o Industrial West  
41-865 Boardwalk, Suite  
106  
Palm Desert, CA 92211

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Improvements or this Agreement.



20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Santa Barbara, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

20.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.


**CITY OF GOLETA,  
a municipal corporation**

\_\_\_\_\_  
Michelle Greene, City Manager

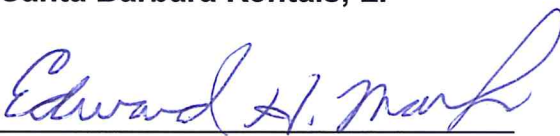
**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

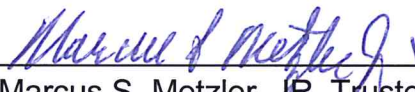
**The Mark Family Trust**

  
\_\_\_\_\_  
Edward Mark, Trustee

**Santa Barbara Rentals, LP**

  
\_\_\_\_\_  
Edward Mark, General Manager

**The Marcus S. Metzler, JR. Living Trust**

  
\_\_\_\_\_  
Marcus S. Metzler, JR. Trustee

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Winnie Cai, Deputy City Attorney

**NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

## ACKNOWLEDGMENT

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

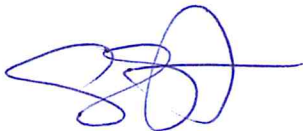
STATE OF CALIFORNIA }  
COUNTY OF Santa Barbara }

On February 2, 2018 before me,  
Sasha Santillan, a Notary Public, personally appeared  
Edward Mark, who proved to me on the basis  
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)





## ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }  
COUNTY OF Santa Barbara }

On February 2, 2018 before me,  
Sasha Santillan, a Notary Public, personally appeared  
Marcus S. Metzler, Jr., who proved to me on the basis  
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within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_



**(Seal)**



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION OF PROPERTY**

For APN/Parcel ID(s): 071-170-014 & 035

That portion of the Rancho La Goleta, in the County of Santa Barbara, State of California, described as follows: Beginning at the Northeast corner of that tract of land described in deed to Ben Newitt, et al., recorded November 17, 1961 as Instrument No. 41275 in Book 1885, Page 262 of Official Records in the Office of the County Recorder of said County; thence along the boundary line of said Newitt tract the following courses:

South 0°49'30" West, 462.80 feet to the Southeast corner thereof;

North 89°10'30" West, 450.48 feet to the Southwest corner thereof and North 33°35'37" East, 550.43 feet to the Northwest corner thereof and the Southwest corner of that tract of land described in deed to Ben J. Newitt, et al., recorded March 13, 1964 as Instrument No. 10989 in Book 2040, Page 245 of Official Records in the Office of the County Recorder of said County;

thence leaving the first Newitt tract above mentioned, and along the second Newitt tract above mentioned, the following courses:

North 34°46'20" East, 166.72 feet;

South 55°13'40" East, 26.35 feet; and South 01°56'54" West, 125.82 feet to the Southeast corner thereof and a point in the Northerly line of the first Newitt tract above mentioned;

thence leaving the second Newitt tract above mentioned, and along the first Newitt tract above mentioned, South 89°10'30" East, 40.00 feet to the point of beginning.

**EXHIBIT "B"**  
**STREET IMPROVEMENT PLANS**



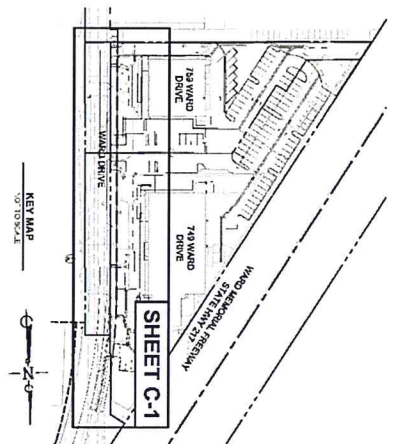
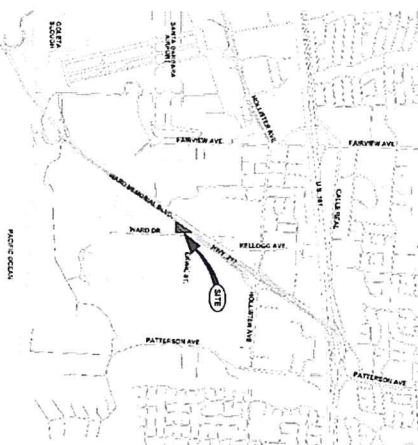
## CITY OF GOLETA, CALIFORNIA

- [illegible]

- [illegible]

### OWNERS RESPONSIBILITIES

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONDUCT THE INVESTIGATION AND TO REPORT THE RESULTS OF THE INVESTIGATION TO THE CONTRACTING AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONDUCTING AND THE REPORTING OF THE INVESTIGATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONDUCTING AND THE REPORTING OF THE INVESTIGATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONDUCTING AND THE REPORTING OF THE INVESTIGATION.
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### USE OF PLANS:

## USE OF ELECTRONIC INFORMATION

## USE OF ELECTRONIC INFORMATION

[illegible]

## INITIAL BENCHMARK

ELEVATION • 41,089 FT  
**LOCAL BENCHMARK:**  
IN 6500 A.C. CORRELATE TO THE RELATED 1-1-PRECEDING AVAILABLE FOR PROJECTIONS OF 7 AND 1000 LBS.

**CALTON**  
CONFIRMED  
BY MARCH 1

**TOPOGRAPHY:**  
PACIFIC TROPICAL COASTAL ENVIRONMENT, CAMPBELLVILLE, NINE-10, 11 & PLEATO DRIVE, 2015. SLOPE ELIMINATED BY  
F.D. JAMES CO. BY WATERS CONCRETE, LAND SURVEYING, L.P. (2015-JULY-2017)  
REINFORCED CONCRETE DRAIN FIELD IN

### **CONTROL POINTS:**

[illegible]

CP 17 (11/20/2013) 401-7206 5710, 20 390 - 5"

[illegible]

SHEET INDEX:	
SHEET NO.	QUANTITY DESCRIPTION
1	1-2 TITLE SHEET
2	2-3 GENERAL NOTES
3	3-4 MATERIALS
4	4-5 DETAILS
5	5-6 CONTRACT

STATE WATER RESOURCES CONTROL BOARD

WIDBID# 342C183073

**CITY OF GOLETA, CA**  
REVIEWED BY:

PERMIT NO.

W.O. 15

**FLOWERS & ASSOCIATES, INC.**  
CIVIL ENGINEERS  
31 N. Cable Cesar Street, Suite 100 Santa Barbara, CA 93101  
Telephone (805) 644-2234

**PRELIMINARY  
NOT FOR CONSTRUCTION**

DESIGN: PHL  
DRAFT: SAL  
CHECK: RTT

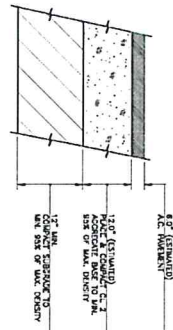
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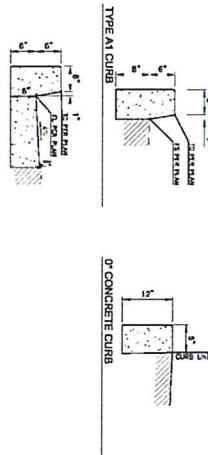






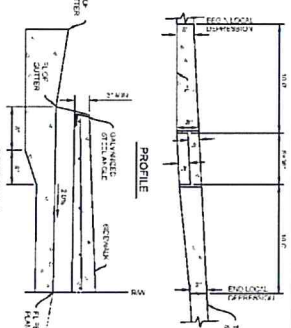
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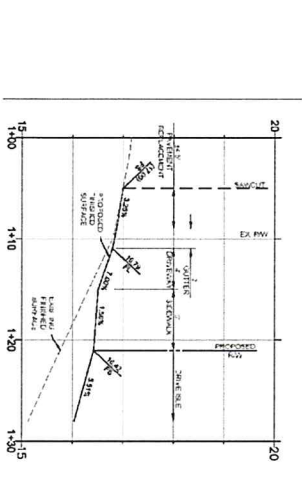
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2 CURB DETAILS

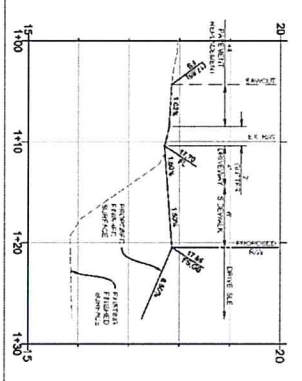


NOTES:  
1. PARKWAY DRAIN SHALL BE INSTALLED PER SPREAD STD. PLAN 1512 2' WIDE. 12\"/>

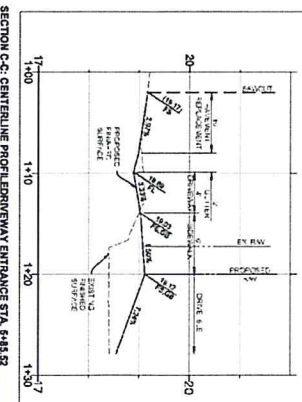
3 PARKWAY DRAIN DETAIL



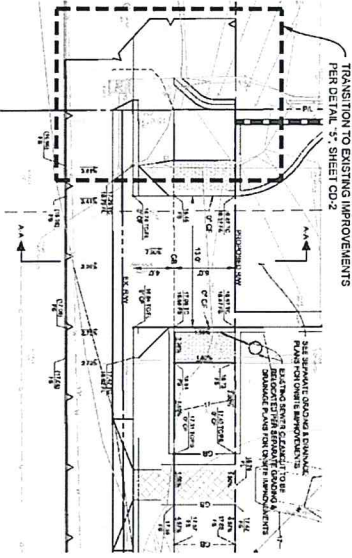
SECTION A-A: CENTERLINE PROFILE DRIVEWAY ENTRANCE STA. 1414.59



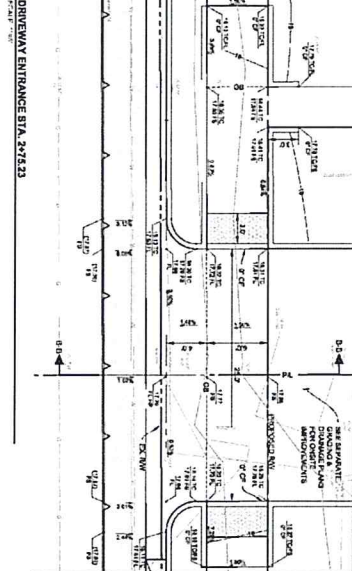
SECTION B-B: CENTERLINE PROFILE DRIVEWAY ENTRANCE STA. 2713.23



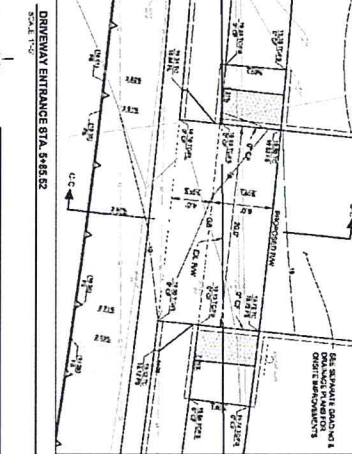
SECTION C-C: CENTERLINE PROFILE DRIVEWAY ENTRANCE STA. 5485.52



DRIVEWAY ENTRANCE STA. 1414.59



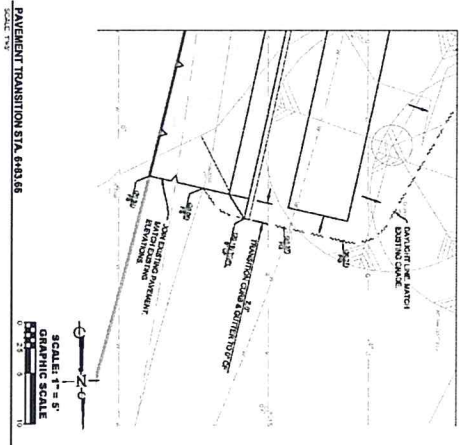
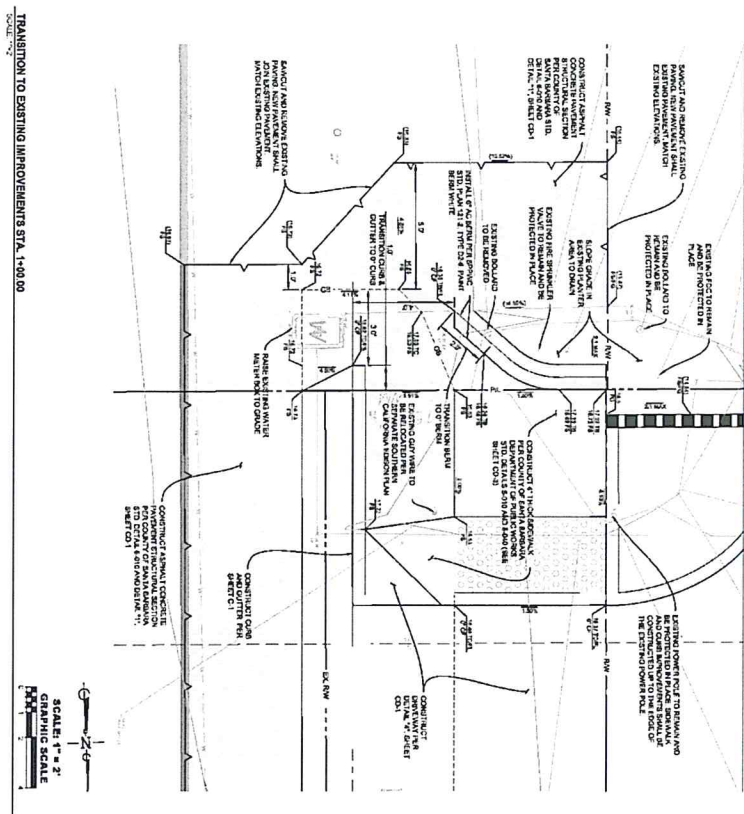
DRIVEWAY ENTRANCE STA. 2713.23



DRIVEWAY ENTRANCE STA. 5485.52

CD-1  
CITY OF GOLETA, CA  
STREET IMPROVEMENT PLANS  
749 & 759 WARD DRIVE  
CITY OF GOLETA, CALIFORNIA  
FLOWERS & ASSOCIATES, INC.  
CIVIL ENGINEERS  
201 M. Calle Cesar Chavez, Suite 100, Santa Barbara, CA 93103  
Telephone (805) 966-2231  
PRELIMINARY NOT FOR CONSTRUCTION  
DATE: 1/15/14  
DESIGN: ERL  
DRAWN: ERL  
CHECK: RIT  
DATE: 1/15/14  
REVISIONS





TRANSITION TO EXISTING IMPROVEMENTS STA. 1+40.00

PAVEMENT TRANSITION STA. 4+83.55

**CD-2**

**CITY OF GOLETA, CA**

REVIEWED BY: \_\_\_\_\_

DATE: JANUARY 17, 2018

**DETAILS**

**STREET IMPROVEMENT PLANS**

**749 & 759 WARD DRIVE**

**CITY OF GOLETA, CALIFORNIA**

**FLOWERS & ASSOCIATES, INC.**

CIVIL ENGINEERS

201 N. CATHY DRIVE, Suite 100 Santa Barbara, CA 93103

Telephone: (805) 966-2224

FAX: (805) 966-2224

NOT FOR CONSTRUCTION

DESIGN: EKL

DRAFT: EKL

CHECK: BTT

DATE: \_\_\_\_\_

THIS PLAN HAS BEEN PREPARED BY THE CIVIL ENGINEER AND IS TO BE USED FOR THE PROJECT DESCRIBED HEREIN. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND TO OBTAIN ALL NECESSARY INFORMATION FROM THE LOCAL AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE LOCAL AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE LOCAL AGENCIES.

NO.	DESCRIPTION	DATE
1	REVISIONS	

[illegible]



**EXHIBIT "C"**

**SURETY BONDS AND OTHER SECURITY**

**PARCEL MAP NO. 32,058**

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

<b>PERFORMANCE SURETY PRINCIPAL AMOUNT:</b>	<u>\$148,600.00</u>
---	---------------------

Surety:	<u>American Riviera Bank</u>
Attorney-in-fact:	<u>Andrew Chung</u>
Address:	<u>P.O. Box 329</u>
	<u>Santa Barbara, CA 93102</u>

<b>MATERIAL AND LABOR SURETY PRINCIPAL AMOUNT:</b>	<u>\$148,600.00</u>
--	---------------------

Surety:	<u>American Riviera Bank</u>
Attorney-in-fact:	<u>Andrew Chung</u>
Address:	<u>P.O. Box 329</u>
	<u>Santa Barbara, CA 93102</u>

<b>MONUMENT SECURITY SURETY PRINCIPAL AMOUNT:</b>	<u>\$2,500.00</u>
---	-------------------

Surety:	<u>American Riviera Bank</u>
Attorney-in-fact:	<u>Andrew Chung</u>
Address:	<u>P.O. Box 329</u>
	<u>Santa Barbara, CA 93102</u>

BOND NO. \_\_\_\_\_

INITIAL PREMIUM: \_\_\_\_\_

SUBJECT TO RENEWAL

**CITY OF GOLETA**

**FORM OF PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Goleta, California ("City") and \_\_\_\_\_ ("Principal"), have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_\_\_ ("Improvement Agreement"), relating to the project known as \_\_\_\_\_, is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Improvement Agreement to furnish a bond for the faithful performance of the Improvement Agreement.

NOW, THEREFORE, we, the Principal and \_\_\_\_\_ ("Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Recreational Facilities to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.



This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

**NOTE:        APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION  
BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF  
ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING  
COMPANY MUST BE ATTACHED TO THIS BOND.**

BOND NO. \_\_\_\_\_

INITIAL PREMIUM: \_\_\_\_\_

SUBJECT TO RENEWAL

**CITY OF GOLETA**

**FORM OF LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Goleta, California ("City") and \_\_\_\_\_ ("Principal"), have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_\_\_ ("Improvement Agreement"), relating to the project known as \_\_\_\_\_, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Improvement Agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code.

NOW, THEREFORE, Principal and \_\_\_\_\_ ("Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the Improvement Agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement or the specifications accompanying the



same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-In-Fact \_\_\_\_\_

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

**NOTE:        APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION  
BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF  
ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING  
COMPANY MUST BE ATTACHED TO THIS BOND.**

**Attachment 5**  
**Conditions of Approval**



**CONDITIONS OF APPROVAL**  
**749/759 WARD DRIVE – RENOVATIONS AND PARCEL MAP**  
**DEVELOPMENT PLAN AND MODIFICATIONS**  
**CASE NO. 15-126-TPM-DP(A/B)-DRB**

In addition to all applicable provisions of the Goleta Municipal Code (“GMC”), Ed Mark of The Mark Family Trust (“Applicant”, “Developer”, “Subdivider”, or “Permittee”) agrees to the following conditions for the City’s approval of Case No. 15-126-TPM-DP(A/B)-DRB (“Project Conditions”).

Unless the contrary is stated or clearly appears from the context, the construction of words and phrases used in these Project Conditions use the definitions set forth in the GMC. For purposes of these Project Conditions, the term “Director” refers to the Planning and Environmental Review Director, or designee.

**1. AUTHORIZATION**

- a. Tentative Parcel Map (TPM) is authorized to allow the subdivision of the existing lot into two separate lots. Lot 1 would be 2.164 gross acres and would contain the building addressed as 749 Ward Drive. Lot 2 would be 1.253 gross acres and would contain the building addressed as 759 Ward Drive. The TPM also includes an approximately 10 foot right of way dedication along the Ward Drive frontage.
- b. A Development Plan (DP) for each lot is authorized to regulate the existing development on each of the two proposed lots. Development Plan A would regulate the development on Lot 1 (749 Ward) and Development Plan B would regulate the development on Lot 2 (759 Ward). All conditions of approval included below are applicable to both DPs. The DP’s will also include the following improvements to the existing developed site:
  - Redesigning of the Project Site to increase parking on 749 Ward from 28 spaces to 79 spaces, and parking on 759 Ward from 25 spaces to 39 spaces for a total of 118 spaces. Landscaping will be increased on 749 Ward from 12 percent across the two parcels to 34 percent on 749 Ward and 31 percent on 759 Ward. The existing outdoor storage areas will be removed and the parking lot will be reconfigured to allow for the additional parking spaces and landscaping on both Lots.
  - The west elevation of 749 Ward Drive will be elevated approximately two feet to allow for truck loading. The driveway approach to the parking lot between the two buildings will be reduced in width from 65 feet to 50 feet.
  - Remodeling the exterior facades of both buildings, including the addition of a new covered walkway along the east building façades.
  - Interior remodeling of 749 Ward to remove the existing mezzanine and redoing the ground floor so it is one level within the building.

- Remodeling the building at 759 Ward to remove approximately 2,900 square feet of second floor area in order to create one single-story industrial tenant space. The resulting building will have approximately 8,100 square feet of interior space.
- c. Additionally, associated modifications are approved to authorize the following:
- The placement of parking in the front setback area along Ward Drive for both Lot 1 and Lot 2;
  - The placement of parking in the side yard setbacks for both Lot 1 and Lot 2;
  - The placement of the existing buildings and new patio covers in the front setback along Ward Drive for both Lot 1 and Lot 2; and
  - The placement of the existing building on Lot 1 within the rear yard setback of Lot 1 required pursuant to the Coastal Zoning Ordinance (Goleta Municipal Code (GMC) § 35-174.8).
- d. This tentative parcel map runs with the land and the rights and obligations thereof, including the responsibility to comply with these Conditions of Approval and shall be binding upon successors in interest unless or until this tentative parcel map expires pursuant to Condition of Approval #1m or is expressly abandoned in writing by the Subdivider or his/her/its heirs/assignees.
- e. This tentative parcel map is granted for the property/parcel(s) of record on which the project is located and shall not be transferred.
- f. The final parcel map must be prepared by a licensed land surveyor or registered civil engineer in conformance with current Subdivision Map Act requirements (Government Code sections 66410, et seq.) and in conformance with the requirements of City subdivision regulations (Title 16 of the Goleta Municipal Code).
- g. Before recordation of the final parcel map, the Subdivider must pay in full all applicable processing fees and other fees as determined by the City in accordance with and as required by all applicable City ordinances.
- h. Before recordation of the final parcel map and subject to City approval as to form and content, the Subdivider must include all of these conditions of approval, including agreements and plans associated with or required by these conditions of approval, on a separate informational sheet to be recorded with the final map. All of these conditions of approval must be printed on grading and/or building plans and must be graphically illustrated as required by the City. For any subsequent development on any tracts created by the final map, each set of plans accompanying a Land Use Permit must contain these conditions.

- i. The final parcel map must be in substantial conformance to the tentative parcel map. Any modifications of these conditions of approval and/or approval of the final map must be in accordance with and subject to the requirements of Title 16 of the Goleta Municipal Code and the Subdivision Map Act, Government Code sections 66410, et seq.
- j. Before the city engineer or surveyor certificate or statement on the final parcel map pursuant to section 66442 of the Government Code, five (5) copies of the final parcel map and any applicable fees in effect at the time must be submitted to the Planning and Environmental Review and/or Public Works Departments for compliance review of conditions of approval of the tentative parcel map.
- k. Before recordation of the final parcel map, public entity and utility easements must be provided at the locations and of widths required by the serving public entity or utility. The Subdivider must submit to the City a set of prints of the final map accompanied by a letter from each public entity or utility serving the property stating that the easements shown thereon are acceptable (“no objection” letters) pursuant to Title 16 of the Goleta Municipal Code and the Subdivision Map Act (Government Code sections 66410, et seq.).
- l. The tentative parcel map will expire in accordance with Title 16 of the Goleta Municipal Code and the Subdivision Map Act (Government Code sections 66410, et seq).
- m. Approval of the DPs expire five years after approval unless, before the expiration, substantial physical construction is completed or a time extension is approved by the Planning Commission for good cause shown. If the Permittee requests a time extension, the project may be revised to include updated language to standard conditions and/or may include revised/additional conditions which reflect changed circumstances or additional identified project impacts. Any new fees imposed and existing fees will be those in effect at the time of the extension request.
- n. This approval runs with the land. All rights and obligations of this approval, including the responsibility to comply with these Conditions of Approval, are binding upon applicant’s successors in interest. These Conditions of Approval may be modified, terminated, or abandoned in accordance with applicable law including, without limitation, the GMC.
- o. The City will only issue permits for development, including grading, when the construction documents (e.g., grading plans and building plans) substantially comply with the approved plans. The size, shape arrangement, use and location of buildings, walkways, parking areas, drainage facilities, and landscaped areas must be developed in substantial conformity with the approved plans. Substantial conformity may be determined by the Director.



- p. Any proposed deviations from the exhibits, project description or Project Conditions must be submitted to the Director for review and approval. Any unapproved deviations from the project approval will constitute a violation of the permit approval. The exhibits associated with this permit include the plans dated April 27, 2017 which are all incorporated by reference as if fully set forth.
- q. When exhibits and/or written Project Conditions are in conflict, the written Project Conditions prevail.
- r. Permittee agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of the Development Plan except for such loss or damage arising from the City's sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not arising out of the City's approval of the Development Plan, Permittee agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Goleta's elected officials, appointed officials, officers, and employees.
- s. The effectiveness of this Development Plan will be suspended for the time period that any Project Condition is appealed whether administratively or as part of a legal action filed in a court of competent jurisdiction. If any Project Condition is invalidated by a court of law, the Project must be reviewed by the City and substitute conditions may be imposed to validate the Development Plan.

**2. AGENCY REQUIREMENTS.** Permittee must:

- a. **Santa Barbara County Fire Protection District (SBCFD):** Comply with all conditions and requirements outlined in the November 19, 2015 Santa Barbara County Fire Protection District letter to the satisfaction of the SBCFD. A copy of the SBCFD letter is attached at the end of these conditions and is incorporated by reference.
- b. **Santa Barbara County Air Pollution Control District (APCD):** Comply with all conditions and requirements of APCD to the satisfaction of APCD.
- c. **Goleta Water District (GWD):** Comply with all of the requirements of GWD to the satisfaction of the GWD.
- d. **Goleta Sanitary District (GSD):** Comply with all requirements of GSD to the satisfaction of GWSD.

**e. Central Coast Regional Water Quality Control Board (CCRWQB):** Comply with the following conditions and requirements:

- i. All monitoring wells must be clearly marked on all project plans and in the field. All monitoring well must be undisturbed and protected in place.
- ii. Soils potentially impacted by contamination must be properly characterized, contained, and disposed of according to local, state, and federal regulations. In the event potentially impacted soils are discovered applicant shall inform Central Coast Regional Water Quality Control Board of handling details.
- iii. Any additional requirements of the CCRWQCB

**f. Division of Oil, Gas, and Geothermal Resources – District 3:** If any wells for mineral extraction are located within the project all work must be stop until the Division of Oil, Gas, and Geothermal Resources – District 3 is contacted and any requirements are satisfied.

**3. CITY DEPARTMENT CONDITIONS**

**a. Public Works Department:**

**I. PRIOR TO RECORDATION OF FINAL MAP/ISSUANCE OF LAND USE PERMIT**

- A. The Owner shall submit a draft Final Map to the Public Works Director for review and approval. The Map shall include but not be limited to a ten (10) foot easement for a dedication of right of way on the west side of Ward Drive along the property frontage to accommodate sidewalk and parkway as well as a transition area of the easement at the north end of the property.
- B. The Owner shall submit to the Public Works Department for review and approval two (2) copies of a public improvement plans for Ward Drive prepared by a registered civil engineer. As determined by the Public Works Department, the improvements shall include but not be limited to:

**Ward Drive**

- 1) Minimum 6-foot City standard sidewalk,
- 2) Minimum 3-1/2 foot parkway with street trees or other landscaping as approved by the Public Works Director.
- 3) Drainage improvements in accordance with the approved final drainage report.
- 4) Construct driveways to meet current ADA standards.
- 5) Provide transition of public improvements outside the property frontage.

- 6) Preserve and/or tie-out survey monuments.
- 7) Provide pavement preparation and slurry seal of street to repair any existing damage (for a minimum ½ width of the street frontage, trench cuts and restriping, as necessary to repair any project impacts.
- 8) Striping and pavement markings along Ward Drive that are obliterated by construction activities, utility connections, or other project-related activities shall be replaced in kind.

D. The Owner will sign an Agreement for Public Improvements

E. The Owner will provide an Engineer's Estimate, signed and stamped by a registered civil engineer.

F. The Owner will submit securities for construction of public improvements prior to execution of the agreement. Securities will be submitted at 100% of the engineer's estimate for the performance of the work and 100% of the engineer's estimate for labor and materials.

G. The Owner shall provide an Operations and Maintenance Procedure Plan (describing replacement schedules for pollution absorbing pillows, etc.) for the operation and use of the storm drain surface pollutant interceptors if used within the project limits.

H. Permittee shall record a Declaration of access and parking Easement between all parcels a part of the project.

## II. PRIOR TO ISSUANCE OF ANY LAND USE PERMIT

A. Permittee shall submit a final drainage study for review and approval by the Public Works Department. The final drainage study shall incorporate appropriate Best Management Practices (BMPs) to minimize storm water impacts and comply with the City's Storm Water Management Plan (SWMP) and the City's General Plan. The study shall include the following:

- 1) Existing watershed map.
- 2) Using the Santa Barbara Unit Hydrograph or approved equal, provide Hydrologic calculations for the 2, 5, 10, 25, 50, and 100 year storm events for both pre and post construction.
- 3) Mitigate any increase in peak flow for the 2, 5, 10, 25, 50, and 100 year storm events over existing conditions.
- 4) Detain and infiltrate the 1" storm volume, over the existing conditions, for the 2, 5, 10, 25, 50, and 100 year storm events.
- 5) Specify the percent of effective to meet the City's Storm Water Management Plan.

B. Permittee shall submit a final grading plan for review and approval by Building and Public Works Departments. The final grading plan shall incorporate



appropriate Best Management Practices (BMPs) to minimize storm water impacts and comply with the City's Storm Water Management Plan (SWMP) and the City's General Plan. The SWMP shall identify the following:

- 1) All proposed storm water BMP's required to mitigate storm water quality impacts.
  - 2) Clean water activities such as bio-swales, permeable paving, on site detention, fossil filters and other operational features.
- C. Permittee shall provide a Storm Water Pollution Prevention Plan (SWPPP) to be approved by the Public Works Department. The plan shall include, at a minimum, Best Management Practices (BMPs) for all onsite construction and storm water quality management and shall be shown on building plans. BMPs placement shall include but not limited to the property frontage and adjacent property frontages. Parking and staging areas at the construction site shall be swept daily to decrease sediment transport to the public storm drain system and dust.
- F. Permittee shall develop and implement a Solid Waste Management Program (SWMP). The program shall identify the projected amount of ongoing waste generated onsite at project completion. The program shall include the following measures, but is not limited to those measures:
- 1) Provision of at least 50% of space and/or bins designated for storage of recyclable materials within the project site.
  - 2) Implement of a green waste source reduction program focusing on recycling of all green waste generated onsite.
  - 3) Develop a Source Reduction Plan (SRP), describing the recommended program(s) and the estimated reduction of the solid waste disposed by the project. For example, the SRP may include a description of how fill will be used on the construction site, instead of sending excess fill material to a landfill, or a detailed set of office procedures such as use of duplex copy machines and purchase of office supplies with recycled content.
  - 4) Implement a program to purchase materials that have recycled content for project construction and/or operation (i.e., plastic lumber, office supplies, etc.). The program could include requesting suppliers to show recycled materials content. To ensure compliance, the applicant shall develop an integrated solid waste management program, including recommended source reduction, recycling, composting programs, and/or a combination of such programs, subject to Public Works Department staff review and approval prior to issuance of any certificate of occupancy.

### III. PRIOR TO ANY BUILDING PERMIT ISSUANCE

- A. Permittee shall identify on the Building Plan(s) the following, at a minimum:

- 1) All existing survey monuments to be preserved and/or tied out in coordination with the County of Santa Barbara's Surveyor's Office.
- 2) Trash/recycle area(s) that provide for BMPs to ensure that organics and other materials are appropriately filtered prior to entering a public storm drain system or natural waterway.
- 3) Identify that trash and recycling containers contain minimum equal volume (minimum 50% recyclables), and trash/recycling areas are easily accessed by the consumer and the trash hauler. Green waste is not a part of the 50% recycle calculation.
- 4) Identify an area that is adequate for green waste within trash/recycle area(s) or provide statement if intent is to have a maintenance company haul off green waste.
- 5) Maximum driveway widths shall be 24 feet unless required otherwise by the Fire Department or other emergency services.

IV. PRIOR TO ENCROACHMENT PERMIT ISSUANCE

- A. Permittee shall submit to the Public Works Department two (2) copies of the final approved public improvement plan prepared by a registered civil engineer and approved by the Public Works Director or two copies of the frontage improvements from the building plans.

V. PRIOR TO CERTIFICATE OF OCCUPANCY OR OCCUPANCY CLEARANCE:

- A. Permittee shall pay GTIP Fees pursuant to City ordinance as applicable to the project uses.
- B. Permittee shall complete all Public Improvements on Ward Drive as approved on the public improvement plans.
- C. Permittee shall submit to the Public Works Department reproducible Record Drawings and an electronic signed copy of the Record Drawings if applicable.
- D. All existing survey monuments that were preserved and/or tied out shall be reset in coordination with the County of Santa Barbara's Surveyor's Office.
- E. All private improvements (i.e., backflow devices, signs) shall be located out of the public right of way and subject to approval by the Public Works Department.
- F. All new utility services shall be underground from the public right of way to the site.
- G. Permittee shall repair any damaged public improvements (curbs, gutters, sidewalks, pavement markings, etc.) caused by construction subject to the review and approval of the Public Works Department.
- H. Permittee shall provide the Environmental Services Coordinator, for approval, a Construction Phase - Final Waste Reduction and Recycling Report. Said report shall designate all materials landfilled and recycled, broken down into material types.

**b. Planning and Environmental Review Department**

- i. The following standards/requirements are general/on-going and must be complied with by the Permittee and/or successors in interest:
  1. The applicant must submit an application for a Post-Discretionary Land Use Permit (LUP) to initiate condition compliance review by City staff. The City must issue a Land Use Permit, if all conditions are met, before the City approves the Building Plan.
  2. Any revisions to the approved plans including, without limitation, site plan, floor plans, elevations, landscaping, colors and materials, must be found in substantial conformity and cannot be implemented without the Director's approval.
  3. Before using any land or structure, or commencing any work pertaining to the erection, moving, alteration, demolition, enlarging or rebuilding of any building structure, or improvement, the Permittee must obtain a grading and/or building permit from the Director.
  4. Permittee must execute a landscaping installation and maintenance agreement in a form approved by the City Attorney, including a 5-year maintenance period. The maintenance agreement must be secured with a performance bond or other surety approved by the City Attorney.
  5. Permittee must execute a reciprocal access agreement between Lot 1 and Lot 2 for the shared driveway accesses off Ward Drive prior to recordation of final map.
  6. All plans submitted for a permit (e.g., grading, building permit) must include all applicable conditions of project approval.
  7. If a temporary building, trailer, or commercial coach is installed or used in connection with the construction of this project, it must comply with the requirements of Section 35-132 Article II of the Coastal Zoning Ordinance.
  8. The Permittee is responsible for informing all sub-contractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with these conditions including, without limitation, the GMC. This includes the requirements that a business license be obtained to perform work within the City as well as the City's construction hour limitations.



9. Project construction hours are limited to Monday through Friday 8:00am-5:00pm and generally prohibited on weekends, and on observed state and federal holidays. Exceptions to these restrictions may be made for good cause shown at the sole discretion of the Director. The permittee must post the allowed hours of operation near the entrance to the site and ensure that workers on site are aware of the limitations.
  10. Planning and Environmental Review Compliance Review must be required. The applicant agrees to pay Compliance Review fees before Land Use Permit issuance to cover full costs of compliance monitoring. The decision of the Director is final in the event of any dispute.
  11. Before approval of the first Land Use Permit for general grading and/or buildings for development, the applicant must pay all applicable City of Goleta permit processing fees in full. Before the start of any work on-site, the applicant must request and attend a preconstruction meeting that includes monitor(s), project superintendent, architect, subcontractors, as well as City representatives including staff from Planning and Environmental Review and Public Works.
  12. During demolition and/or construction, all work must immediately stop if cultural resources are detected on the site. At that time, the general contractor must notify the City and a certified monitor. At the discretion of the City, additional studies may be required of the applicant during this time.
- ii. Before the City issues building permits, the Permittee must:
1. Secure Design Review Board (DRB) Design Review Approval of site plan, architecture, landscaping, and lighting.
  2. Secure approval of a composite utility plan from the Director. All external/roof mounted mechanical equipment (including solar panels, HVAC condensers, switch boxes, etc.) must be included on all building plans and designing this equipment must be integrated into the structure and/or screened in its entirety from public view.
  3. Utility transformers must be placed in underground vaults where they are completely screened from view, unless otherwise approved by the Director. All meters must be concealed by matching the color of the building. All backflow prevention devices and communications equipment must be concealed in an enclosed

portion of the building, on top of the building, or within a screened utility area. All transformers and vaults installed within the public right-of way must be below grade unless otherwise approved by the Director and the Public Works Director, or designee, and then completely screened from view.

4. Secure DRB approval of the design and location of all trash/recycling enclosures. The trash/recycling areas must be enclosed with a solid wall of sufficient height to screen the area, with a solid gate and a roof, to be maintained in good repair in perpetuity.
5. Incorporate energy conservation measures into the building design. All new commercial buildings must comply with the energy efficiency standards set forth in the Goleta Municipal Code, the California Green Building Code.
6. Obtain all the necessary approvals, licenses and permits and pay all of the appropriate and/or outstanding review fees as required by the City. Before any permit may be issued by the City of Goleta, the Permittee must obtain written clearance for each development phase from all Departments/Agencies having conditions or project approval. Such clearance must indicate that the Permittee has satisfied all pre-construction conditions.
7. Secure approval of landscaping and irrigation plans from the Director.
  - a. The landscaping plan must meet all requirements of the City Council adopted Ordinance No. 16-04 (Regulating Water Efficiency Landscaping) and must meet the following:
    - i. Screen the on-site parking and structures as required by the Inland Zoning Ordinance.
    - ii. Screen ground level mechanical equipment, refuse collectors, and other similar facilities with dense landscaping and/or walls. Materials and finishes must be compatible with the overall design of the project.
  - b. The irrigation plan must:
    - i. Demonstrate compliance with the water conservation requirements contained in City Council Ordinance No. 16-4. Use reclaimed water to irrigate landscaped areas if feasible. To that end, dual water connections must be installed to allow for landscaping to be irrigated by reclaimed water, if feasible.
    - ii. Utilize efficient irrigation systems which minimize runoff and evaporation and maximize the water which will reach plant

- roots (e.g., drip irrigation, automatic sprinklers equipped with moisture sensors)
  - iii. Utilize automatic sprinkler systems that must be set to irrigate landscaping during early morning hours or during the evening to reduce water losses from evaporation. Sprinklers must also be reset to water less often in cooler months and during the rainfall season so that water is not wasted by excessive landscaping irrigation.
8. During grading and construction activities, the Permittee, to the satisfaction of the Director, must:
- a. Prevent construction and/or employee trash from blowing offsite by:
    - i. Providing covered receptacles on-site before commencement of any grading or construction activities;
    - ii. Picking up waste weekly or more frequently as directed by the City; and
    - iii. Designating and providing to the Director the name and contact information of the project foreman who will monitor construction trash/waste. Additional covered receptacles must be provided as determine necessary by the Director.
  - b. Ensure that public sidewalks remain open at all times
  - c. Ensure that all haul trucks, hauling soil sand, and other loose materials, are either be covered or maintain two feet of freeboard.
  - d. Ensure that construction vehicles only use the City's designated Truck Routes to the satisfaction of the Public Works Director, or designee. Configure construction parking to minimize traffic interference to the satisfaction of Public Works Director, or designee.
  - e. Provide temporary traffic controls during all phases of construction activities to maintain traffic flow (e.g. flag persons) to the satisfaction of the Public Works Director, or designee.
9. Before the City issues a demolition permit, the applicant must notify the Santa Barbara Air Pollution Control District and test for asbestos. If asbestos is found, then the applicant must abate and dispose of the materials in a manner consistent with the California Building Code, Santa Barbara County Air Pollution Control District requirements, and any other regulatory requirements.
10. The following measures must be incorporated into grading and building plan specifications to reduce the impact of construction noise:
- a. All construction equipment, fixed or mobile, must be equipped



- with properly operating and maintained mufflers. Noise attenuation barriers and mufflers of grading equipment must be required for construction equipment generating noise levels above 95 dB at 50 feet from the source;
- b. Construction noise reduction methods such as but not limited to shutting off idling equipment, installing acoustic barriers around significant sources of stationary construction noise sources, maximizing the distance between equipment and staging areas occupied residential areas, and use of electric air compressors and similar power tools (rather than diesel equipment) must be used when feasible;
  - c. During construction, stationary construction equipment must be placed such that emitted noise is directed away from sensitive noise receivers;
  - d. During construction, stockpiling and vehicle staging areas must be located as far as practicable from noise sensitive receptors
  - e. Earthmoving equipment operating on the construction site must be as far away from vibration-sensitive sites as possible; and
  - f. Construction hours, allowable workdays, the telephone number of the job superintendent and the telephone number of City staff contact(s) must be clearly posted at all construction entrances to enable surrounding owners and residents to contact the job superintendent directly. If the job superintendent receives a complaint, the superintendent must notify the Director, and investigate, take appropriate corrective action, and report the action taken to the reporting party and the Director.
11. Stationary construction equipment that generates noise which exceeds 65 dBA at the project boundaries must be shielded to the Director's satisfaction.
12. A City-approved archaeologist and Native American observer shall monitor project implementation during the initial grading and excavation activities until such time as sufficient subsurface soil has been uncovered/excavated to ascertain that no additional prehistoric archaeological/cultural resources are located on the project site.
13. In the event archaeological resources are encountered during grading, work must be stopped immediately or redirected until the City-approved archaeologist and Native American representative can evaluate the significance of the find pursuant to Phase 2 investigation standards set forth in the City Archaeological

Guidelines. The Phase 2 study must be funded by the applicant. If archeological resources are found to be significant, they must be subject to a Phase 3 mitigation program consistent with City Archaeological Guidelines. The Phase 3 mitigation program must be funded by the applicant.

14. In the event human remains are discovered, the following actions must be taken immediately upon the discovery of human remains, consistent Public Resources Code section 5097.98:

- Stop work in the affected area.
- Notify the coroner.
- Fence off the area.
- Leave all items in the area as is.

In some situations, (as determined appropriate by the City, the site archaeologist, and Native American observer), work may be allowed to continue in another part of the parcel. City staff shall also be notified of the discovery of human remains. Public Resources Code section 5097.98 also addresses specific timing and other criteria with regard to Most Likely Descendant (MLD) recommendations for the disposition of human remains.

- iii. Before the final inspection, the Permittee must:

1. Install all required Trash enclosures in accordance with approved plans.
2. Screen all mechanical equipment in accordance with approved plans
3. Install all landscaping and irrigation in accordance with approved plans.
4. Screen all new utility service connections and above-ground mounted equipment such as backflow devices, etc. from public view and/or painted in a soft earth tone color so as to blend in with the project (red is prohibited) in accordance with approved plans.
5. Pay any outstanding fees and all adopted impacts fees due, including but not limited to Fire Facility, Parks and Recreation, Transportation, Library, Public Administration and Police Fees at rates in effect at the time.
6. Secure final clearance from all applicable Agencies/City Departments as needed.

By signing this document, Ed Mark of The Mark Family Trust, certifies that he read, understands, and agrees to the Project Conditions listed in this document.

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Ed Mark, The Mark Family Trust

Date