



**Agenda Item D.1**  
**PUBLIC HEARING**  
**Meeting Date: December 18, 2018**

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**TO:** Mayor and Councilmembers

**FROM:** Peter Imhof, Director of Planning and Environmental Review

**CONTACT:** Lisa Prasse, Current Planning Manager  
Mary Chang, Supervising Senior Planner

**SUBJECT:** Consideration of Request for Initiation of a General Plan Amendment for 7000 Hollister Avenue (Lots 4, 5 and 6); APNs 073-030-026, -027, -028

**RECOMMENDATION:**

Adopt Resolution No. 18-\_\_\_\_, entitled "A Resolution of the City Council of the City of Goleta, California, Initiating the Processing of An Applicant-Requested General Plan Amendment at 7000 Hollister Avenue (Lots 4, 5 and 6); APNs 073-030-026, -027, -028" (Attachment 1).

**BACKGROUND:**

The City of Goleta adopted the Goleta General Plan/Coastal Land Use Plan (General Plan) on October 2, 2006. The General Plan contains the following seven, state-required elements and two optional elements as follows: Land Use Element, Open Space Element, Conservation Element, Safety Element, Visual and Historic Resources Element, Transportation Element, Public Facilities Element, Noise Element, and Housing Element. The Land Use Element includes a Land Use Plan Map (Figure 2-1), which identifies a land use designation for each parcel in the City. Since its adoption, the General Plan has been amended on sixteen occasions. The most recent amendment occurred on October 17, 2017.

The General Plan amendment process is governed by Article 6 of State Planning and Zoning Law (Government Code Section 65350 et. seq.). Pursuant to state law, General Plan amendments require the Planning Commission's consideration and recommendation. However, the final decision is a legislative action and is reserved for the City Council to make.

City Council Resolution No. 12-13 established procedures for the initiation of processing requests for General Plan amendments. These procedures require that all requests for General Plan amendments be referred to the City Council for initiation at a public

hearing prior to processing. Resolution No. 12-13 provides five factors the City Council must consider for the initiation of a General Plan amendment. These five factors are:

1. The amendment proposed appears to be consistent with the Guiding Principles and Goals of the General Plan;
2. The amendment proposed appears to have no material effect on the community or the General Plan;
3. The amendment proposed provides additional public benefit to the community as compared to the existing land use designation or policy;
4. Public facilities appear to be available to serve the affected site, or their provision will be addressed as a component of the amendment process; or
5. The amendment proposed is required under other rules or regulations.

Once initiated, the General Plan amendment and related environmental document are prepared and considered by the Planning Commission and a recommendation is made to the City Council via resolution. The City Council takes final action at a public hearing.

## **DISCUSSION:**

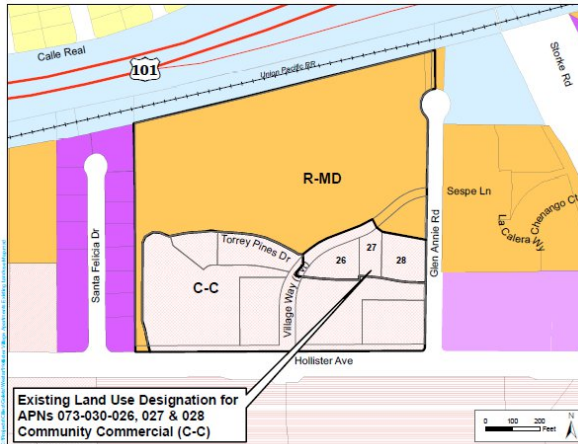
On October 31, 2018, Jud Dutrisac of Goleta Hollister Triangle, LLC (Applicant) submitted a request for the initiation of a General Plan amendment. The General Plan amendment initiation request is to study a possible, future change to the land use designation, as established on General Plan Figure 2-1 Land Use Plan Map, at 7000 Hollister Avenue (Lots 4, 5 and 6), known as the Triangle Site.

The 1.84-acre subject site is located at the eastern portion of the Hollister Village site, adjacent and below the residential development (see map below). The current General Plan land use designation at the subject site is Community Commercial (C-C) and the zoning is Shopping Center (SC). The Triangle site is part of the overall Westar Mixed-Use Project, which has been developed with a commercial shopping center and 266 apartment units, now named Hollister Village. The Triangle Site was approved for a 12,687-square foot commercial use and five live/work units, but never constructed due to a lawsuit filed by a neighbor which resulted in a settlement agreement (the Moreno Settlement). In the Moreno Settlement, the applicant agreed to propose a 33-unit apartment project to the City. This project was processed and rejected by the City Council in October 2017. At this time, the applicant intends to request approval of a 27-unit apartment project, with five affordable units, pursuant to a settlement agreement with the City (Attachment 2).

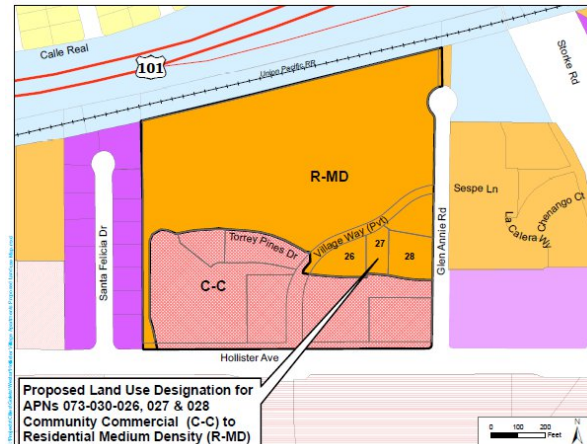


The applicant is requesting that the City Council initiate the study of a possible, future General Plan amendment affecting Figure 2-1 to change the land use designation from Community Commercial (C-C) to Medium-Density Residential (R-MD), which allows for a maximum permitted density of 20 units/acre and a minimum permitted density of 15 units/acre, as shown in the following graphics. If initiated, the applicant intends to proceed with submitting an accompanying project-specific application in conjunction with staff's effort to further study the amendment request. The current commercial land use designation at the subject site does not allow a residential use. The current request for initiation of a possible, future General Plan amendment to the underlying land use designation would allow for residential uses.

## EXISTING - General Plan Land Use Map



## PROPOSED - General Plan Land Use Map



As previously noted, the Council must consider a specific set of five factors when determining whether to initiate a General Plan amendment. Pursuant to Resolution 12-13, staff presents the following discussion of the General Plan amendment initiation factors for City Council consideration:

1. **The proposed General Plan Amendment is consistent with the Guiding Principles and Goals of the City's General Plan.**

In particular, the proposed amendment conforms to the City's Land Use Element Guiding Principles and Goal 6, to "Maintain a balanced community, with an appropriate mix of residences, workplaces, and services" as the proposed land use designation change provides for a wider variety of residential land uses, as described in number 3 below.

Additionally, the proposed land use designation change is consistent with Land Use Element's Guiding Principles and Goal 8, to "Maintain a balance of housing types, densities, and sizes to ensure creation and maintenance of quality, livable residential environments" as the proposed land use designation would expand the existing on-site mixed-uses by increasing the amount of needed residential development, with new smaller unit types, as well as affordable rental housing.

Further, the land use change would revert back to the original residential designation that was in place when the General Plan was enacted in 2006.

If initiated, staff would further evaluate consistency with Guiding Principles and Goals in more detail.

2. **The proposed General Plan Amendment will have no material effect on the community or the General Plan.**

The proposed land use designation change is to change the land use designation from a commercial designation to a residential designation in an approved mixed-



use project, thus not causing a fundamental change to the overall land use pattern in the City.

The land uses adjacent to the subject site include Regional Commercial, Community-Commercial, and Residential. Therefore, the proposed General Plan Amendment is consistent with the existing character of the surrounding area.

As noted above, the proposed land use designation change from a commercial designation to a residential designation will assist the City in providing much needed housing. Also, additional residential uses within a mixed-use project can provide new housing for the employees of the commercial uses.

3. **The amendment proposed provides additional public benefit to the community as compared to the existing land use designation or policy.**

The proposed General Plan Amendment will provide an additional public benefit to the community because a residential land use designation provides for a broader mix of potential residential uses to meet the housing needs of the City and the public.

Further, the designation change would meet Housing Element Policy HE-2, "Facilitate New Housing Development to Meet Growth Needs for Persons of All Income Levels" by providing residential units.

4. **Public facilities appear to be available to serve the affected site, or their provision will be addressed as a component of the amendment process.**

The subject site is near Storke Road, a main arterial in the City with proximity to commercial uses, thus providing walkable retail opportunities for the new residential populations associated with the proposed General Plan Amendment, and also adjacent to public transportation services for the new residences. Further, all infrastructures have been established/constructed to serve the subject site.

5. **The amendment proposed is required under other rules or regulations.**

The proposed General Plan Amendment is not required under other rules or regulations.

If the General Plan Amendment is initiated, there will be further review for consistency with the City's General Plan and with the Santa Barbara County Airport Land Use Plan.

The initiation of a General Plan Amendment is not a project under the California Environmental Quality Act (CEQA) Section 15061(b)(1), because the initiation merely instructs staff to further consider the amendment and does not obligate the City to any further action in the future, or result in any direct physical change in the environment or any reasonably foreseeable change in the environment.

**FISCAL IMPACTS:**

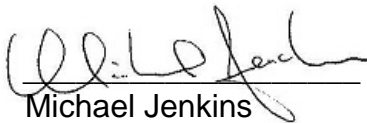
The case processing costs associated with the initiation of the proposed General Plan amendment for are being are being borne by the Applicant.

**ALTERNATIVES:**

The City Council could choose not to initiate processing of the General Plan amendment for Figure 2-1. If not initiated, the map will remain unchanged and the Applicant will not be able to obtain permits for the development of an apartment project on the subject site. If initiated, City staff will proceed with case processing including environmental review and a General Plan amendment for Planning Commission's consideration and recommendation to the City Council for final action.

**Reviewed By:**

Carmen Nichols  
Deputy City Manager

**Legal Review By:**

Michael Jenkins  
City Attorney

**Approved By:**

Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Resolution No. 18-\_\_\_\_, entitled "A Resolution of the City Council of the City of Goleta, California, Initiating the Processing of An Applicant-Requested General Plan Amendment for 7000 Hollister Avenue (Lots 4, 5 and 6); APNs 073-030-026, -027, -028"
2. Conditional Settlement Agreement and Release (Goleta Hollister Triangle Development)

## **ATTACHMENT 1**

Resolution No. 18-\_\_\_\_, entitled “A Resolution of the City Council of the City of Goleta, California, Initiating the Processing of An Applicant-Requested General Plan Amendment for 7000 Hollister Avenue (Lots 4, 5 and 6); APNs 073-030-026, -027, -028”





## RESOLUTION NO. 18- \_

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA, INITIATING THE PROCESSING OF AN APPLICANT-REQUESTED GENERAL PLAN AMENDMENT FOR 7000 Hollister Avenue; APNs 073-030-026, -027, -028, and -033**

**WHEREAS** the Goleta General Plan / Coastal Land Use Plan (“General Plan”) is the City’s official policy that guides land use and physical development of the geographic area of the incorporated City limits; and

**WHEREAS** California Government Code Sections 65350 et. seq. authorize cities and counties to prepare, adopt and amend General Plans and their elements; and

**WHEREAS** California Government Code Section 65358 (a) reads, “If it deems it to be in the public interest, the legislative body may amend all or part of an adopted general plan. An amendment to the general plan shall be initiated in the manner specified by the legislative body. Notwithstanding Section 66016, a legislative body that permits persons to request an amendment of the general plan may require that an amount equal to the estimated cost of preparing the amendment be deposited with the planning agency prior to the preparation of the amendment”; and

**WHEREAS** City Council Resolution No. 12-13 establishes a procedure for the initiation of processing of requests for a General Plan Amendment; and

**WHEREAS** City Council Resolution No. 12-13 requires the City Council to consider certain factors for the initiation of General Plan amendments including consistency with the Guiding Principles and Goals of the General Plan, consistency with the surrounding community or General Plan, possible public benefits, availability of or the future study of the availability of public services, or rules or regulations that may drive the need to amend the General Plan; and

**WHEREAS** the Goleta Hollister Triangle, LLC requests the initiation of a General Plan Amendment to the land use designation to Assessor’s Parcel Numbers 073-030-026, -027, -028, and -033 (Site); and

**WHEREAS** the General Plan land use designation for the Site is Community Commercial (C-C) and Goleta Hollister Apartments, LLC is seeking the initiation of a General Plan Amendment affecting Figure 2-1 of the Land Use Element to change the land use designation from Community Commercial (C-C) to Medium Density Residential (R-MD) to allow for the development of 27 apartment units to be located on the Site; and

**WHEREAS** the City Council conducted a duly noticed public hearing on December 18, 2018, at which time all interested persons were given an opportunity to be heard; and

**WHEREAS** the City Council considered the entire administrative record, including staff reports, the General Plan, and oral and written testimony from interested persons;

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

**SECTION 1.**

The City Council makes the following findings regarding the initiation factors outlined in City Council Resolution No. 12-13:

(a) The amendment proposed may be consistent with the Guiding Principles and Goals of the General Plan as the proposed amendment appears to conform to Land Use Element Guiding Principles and Goal 6, to “Maintain a balanced community, with an appropriate mix of residences, workplaces, and services” as the proposed land use designation change provides for a wider variety of residential land uses and, Goal 8, to “Maintain a balance of housing types, densities, and sizes to ensure creation and maintenance of quality, livable residential environments” as the proposed land use designation would expand the existing on-site mixed-uses by increasing the amount of needed residential development, with new smaller unit types, as well as affordable rental housing.

(b) It is anticipated that the proposed amendment may have no material effect on the community or the General Plan because the proposed land use designation change is to change the land use designation from a commercial designation to a residential designation in an approved and constructed mixed-use project, and is consistent with the existing character of the surrounding neighborhood, thus not causing a fundamental change to the overall land use pattern in the City; and

(c) The proposed General Plan Amendment will provide an additional public benefit to the community because a residential land use designation provides for a broader mix of potential residential uses to meet the housing needs of the City and the public. Further, the project would include five affordable housing units to which will contribute in meeting the regional housing needs; and

(d) The subject site is adjacent to Storke Road, a main arterial in the City with proximity to public services. In addition, the provision of public facilities have been established/constructed to serve the site; and

(e) The amendment proposed is not required under other rules or regulations.

(f) The foregoing recitals, which are incorporated herein by reference, are true and correct.

**SECTION 2.**

The City Council hereby authorizes staff to initiate processing of the proposed General Plan Amendment. The initiation of the General Plan Amendment does not suggest how the City Council may ultimately act on the General Plan Amendment when it is brought forward for City Council consideration. The initiation of the

General Plan Amendment shall not influence the City Council's consideration of the General Plan Amendment.

**SECTION 3.**

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 18<sup>th</sup> day of December 18, 2018.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
MICHAEL JENKINS  
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 18<sup>th</sup> day of December, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

(SEAL)

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DEBORAH S. LOPEZ  
CITY CLERK

## **ATTACHMENT 2**

### **Conditional Settlement Agreement and Release (Goleta Hollister Triangle Development)**



**CONDITIONAL SETTLEMENT AGREEMENT AND RELEASE  
(GOLETA HOLLISTER TRIANGLE DEVELOPMENT)**

**THIS CONDITIONAL SETTLEMENT AGREEMENT AND RELEASE** ("Agreement") is made and entered into as of this 25 day of October, 2018 (the "Effective Date") by and between the City of Goleta, a California municipal corporation ("City") and Goleta Hollister, LLC and Goleta Hollister Triangle, LLC, both California limited liability corporations (collectively "Goleta Hollister"). Together the City and Goleta Hollister are referred to as "Parties" or "Settling Parties."

**RECITALS**

A. Goleta Hollister is the developer of the "Westar Mixed Use Project" ("the Project"), which was approved by the Goleta City Council on October 2 and 16, 2012 by way of entitlements approving the following applications: Case Nos. 08-143-DP, 08-143-VTM, 10-040-CUP, 10-041-CUP (the "Project"). The Project is built out but for the portion of the Project generally known as the Triangle Area, which was entitled for commercial and live/work uses (the "Triangle Commercial Project").

B. The Project was the subject of litigation entitled *Moreno v. City of Goleta*, Santa Barbara Superior Case No. 1414202 (the "Lawsuit"). The Lawsuit was settled by way of a settlement agreement dated April 18, 2013, which, among other things, contemplated that Goleta Hollister would seek approval from the City of a modification of the Project in the Triangle Area.

C. Goleta Hollister's alternative project proposal for the Triangle Area was considered and rejected by City's City Council on October 3, 2017.

D. On May 1, 2018, Goleta Hollister filed an application for a LUP in order to proceed with the Triangle Commercial Project, which application has not been processed by City.

E. Preserving all of its arguments that it possesses the right to proceed with the Triangle Commercial Project, in an effort to avoid litigation over those contentions, Goleta Hollister desires to propose a new alternative project for the Triangle Area. Also, preserving all of its legal arguments and defenses and desirous of avoiding litigation, City is agreeable to processing the application for same on an expedited basis and pursuant to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements described below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Settling Parties hereby agree:

1. Obligations of the Parties.



a. New Modified Project on the Triangle Area

Goleta Hollister agrees to propose a new modified project on the Triangle Area with 27 residential units (14 studios and 13 one-bedrooms) in one two-story building of approximately 16,510 square feet of leasable area ("New Modified Project"). A graphic depiction of the New Modified Project is attached as Exhibit A and incorporated herein by reference. An open space area of not less than .42 acres along S. Glen Annie Road open to the public during specified hours will be provided in the location shown in Exhibit A. Subject to final design, the open space area will include such items as drought-tolerant landscaping, trees, turf, pathways/walkways, and/or seating areas. Five of the studio apartment units will be subject to an affordable housing covenant that will include the following substantive terms:

- (i) The affordable housing covenant will have a term of thirty years;
- (ii) The units will be occupied by tenants whose family's annual gross income is at least 50% and does not exceed 80% of the Area Median Income, as adjusted by family size in the California Housing and Community Development Department's annual publication of Area Median Income.
- (iii) The rent charged to the tenants in the affordable units shall be governed by California Health & Safety Code Section 50053(b)(3), not to exceed 30% of the household's gross income.

b. City Permit Review Process

Goleta Hollister will submit a complete application for the New Modified Project that is compliant with City's standard application requirements including payment of City's standard application fees and outside consultant expenses incurred as may be necessary to expedite processing. City will diligently and expeditiously process the application, conduct such analysis and prepare any such documents as are required by the California Environmental Quality Act ("CEQA"), and schedule a public hearing before the Planning Commission to consider the New Modified Project on a date that is no later than 120 days after the date an application is deemed complete and a public hearing before the City Council on a date that is no later than 45 days after conclusion of the Planning Commission hearing, subject to force majeure events as described in Section 8 herein. Further, the deadlines set forth in this paragraph (b) will be extended for each day that Goleta Hollister is charged with providing supplemental materials, designs or other information required by City to process the application. Because the New Modified Project proposes fewer residential units than the 2017 alternative residential project, City agrees that it is appropriate to utilize the Addendum prepared in connection with the 2017 alternative residential project with such modifications as are necessary to comply with the requirements of CEQA. City agrees to begin any required Native American consultation for the New Modified Project under SB 18 or similar requirements within one week of Goleta Hollister submitting its application to the City.

The Parties agree that, in its review of and action on the New Modified Project, the City will calculate the Development Impact Fees charged for the New Modified Project at no more than the rates for Development Impacts Fees in effect and applicable in 2013, including by way of example and without limitation, Transportation Development Impact Fees in an amount of \$15,522 per peak hour trip, pursuant to the Agreement of Settlement and Release entered into by the Parties on October 7, 2015.

If the New Modified Project is approved and Goleta Hollister accepts the conditions of approval, which shall not be unreasonably withheld, City will refund Goleta Hollister's application fee and any deposit for the LUP for the Triangle Commercial Project.

Goleta Hollister acknowledges, understands and agrees that approval of the New Modified Project and acceptance by Goleta Hollister of the conditions of approval, which shall not be unreasonably withheld, is an express condition precedent to the consummation of this Agreement and the covenants, conditions and agreements contained herein.

In the event that the New Modified Project is not approved within the timeframe set forth above, subject to a grace period of fourteen days and to force majeure events as described in Section 8 herein (and as may be modified by written agreement of the Parties) or in the event that Goleta Hollister does not accept the conditions of approval, which shall not be unreasonably withheld, then all obligations in this Agreement other than the obligations detailed in paragraph (ii) below shall be null and void and shall have no further force and effect. In such event,

(i) Neither this Agreement, nor any of its terms or provisions, shall be admissible in any action or proceeding for any purpose, except for a proceeding to enforce the provisions of paragraph (ii) below;

(ii) City shall promptly and on an expedited basis process Goleta Hollister's LUP for the Triangle Commercial Project and will not assert that the April 18, 2013 settlement agreement is an impediment to doing so. In the event of a legal challenge to the Triangle Commercial Project, Goleta Hollister will reimburse City the first \$30,000 of its attorney fees and litigation costs defending such action. The provisions of this Paragraph shall survive termination of this Agreement.

Further, Goleta Hollister recognizes and acknowledges that the City is under no obligation to approve the New Modified Project or any environmental review document prepared in connection with the application, and that the City reserves all of its discretion and the full measure of its police powers to evaluate the application on its merits in accordance with applicable procedures, standards and requirements. It is understood and agreed that this Agreement shall not be construed in any fashion as an approval of the New Modified Project or an advance determination and does not provide Goleta Hollister with any expectation as to the outcome of the discretionary review process. The City neither expressly nor by implication

conveys any position with regard to whether the New Modified Project may or may not be approved or as regards any conditions that may be imposed on such Project. An adverse decision on those applications will not constitute a default of this Agreement, but instead will constitute a terminating event of this Agreement. Upon termination of this Agreement due to the failure of the contingency described in this Section 1(b), Goleta Hollister may pursue whatever remedies it may have at that time.

2. Reservation of the Parties' Rights. The Parties agree that nothing in this Settlement Agreement and nothing during the processing of the New Modified Project will serve to impair or diminish Goleta Hollister's claims or contentions in the event this Agreement terminates without an approval of the New Modified Project and that such claims and contentions shall not be subject to the Release (Section 3) provision of this Agreement. The Parties agree that nothing in this Settlement Agreement and nothing during the processing of the New Modified Project will serve to impair or diminish the City's defenses to any such claims or contentions. The Parties acknowledge that the Tolling Agreement entered into by the parties as of August 31, 2018 and the DIF Settlement Agreement entered into in October 2015, the Agreement of Settlement and Release entered into by the Parties as of September 10, 2018 (Hollister/Storke widening reimbursement), and the rights and claims of the Parties under such Agreements shall not in any way, manner, shape or form be affected, diminished or impaired by the Release in Section 3 below.

3. Release.

a. Subject to the performance of the Parties' obligations in this Agreement, and the satisfaction of the condition precedent set forth in Section 1(b) and Section 2 exceptions above, the Parties hereby fully and finally waive, release, and permanently discharge each other (and their respective officers, employees, agents, representatives and attorneys) (the "Releasees"), from any and all past, present, or future matters, claims, demands, obligations, liens, actions or causes of action, suits in law or equity, or claims for damages or injuries, whether known or unknown, which they now own, hold or claim to have or at any time heretofore have owned, held or claimed to have held against each other by reason of any matter or thing alleged or referred to, or in any way connected with, arising out of or in any way relating to any of the matters, acts, events or occurrences alleged or referred to in this Agreement (collectively, the "Released Claims"). In connection with the release of the Released Claims, the Parties waive any and all rights that they may have under the provisions of section 1542 of the California Civil Code, which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

In the event that any waiver of the provisions of Section 1542 of the California Civil Code provided for in this Agreement shall be judicially determined to be invalid, voidable or unenforceable, for any reason, such waiver to that extent shall be severable from the remaining

provisions of this Agreement, and the invalidity, voidability or unenforceability of the waiver shall not affect the validity, effect, enforceability or interpretation of the remaining provisions of this Agreement.

b. The Parties understand and acknowledge that the foregoing release extends to any claims or damages, without limitation, arising out of the Released Claims that may exist on the date of the execution of this Agreement, but which the Parties do not know to exist, which, if known, would have materially affected their decision to execute this Agreement, regardless of whether their lack of knowledge is a result of ignorance, oversight, error, negligence or any other cause.

c. Each Party acknowledges and agrees that this Agreement is a compromise and settlement of their disputes and differences, and is not an admission of liability or wrongdoing by any party.

d. Except as may be provided in this Agreement, each of the Parties waives any and all claims for the recovery of any costs, expenses, or fees, including attorney fees, associated with the matters and claims released in this Agreement.

#### 4. Representations and Warranties.

a. Goleta Hollister hereby represents and warrants to City as of the Effective Date, as follows:

(i) It has not heretofore assigned or transferred, or purported to assign or transfer, to any party not named herein any Released Claim, or any part or portion thereof.

(ii) To Goleta Hollister's knowledge, there are no legal actions, suits or similar proceedings pending and served, or threatened in writing against Goleta Hollister that would adversely affect its ability to consummate the transactions contemplated in this Agreement. To the best of its knowledge, Goleta Hollister is not aware of any existing claims nor of any facts that might give rise to any claims of any type or nature against City pertaining to the subject matter hereof that have not been fully released and discharged by the release set forth in this Agreement.

(iii) Goleta Hollister has received all corporate and other approvals necessary to enter into this Agreement on its behalf and that the persons signing this Agreement on its behalf is fully authorized to commit and bind Goleta Hollister to each and all of the commitments, terms and conditions hereof, and to release the claims described herein, and that all documents and instruments relating thereto are, or, upon execution and delivery will be, valid and binding obligations, enforceable against them in accordance with their respective terms.

(iv) Goleta Hollister has freely entered into this Agreement and is not entering into this Agreement because of any duress, fear, or undue influence; this Agreement is being entered into in good faith.

(v) Goleta Hollister has made such investigation of the facts pertaining to this Agreement as it deems necessary.

(vi) Goleta Hollister has, prior to the execution of this Agreement, obtained the advice of independent legal counsel of its own selection regarding the substance of this Agreement, and the claims released herein.

b. In executing this Agreement, Goleta Hollister acknowledges, represents, and warrants to the City that it has not relied upon any statement or representation of any City officer, agent, employee, representative, or attorney regarding any facts not expressly set forth within this Agreement. In entering into this Agreement, Goleta Hollister assumes the risk of any misrepresentations, concealment or mistake, whether or not it should subsequently discover or assert for any reason that any fact relied upon by it in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect or incomplete.

c. City hereby represents and warrants to Goleta Hollister as of the Effective Date, as follows:

(i) To City's knowledge, there are no legal actions, suits or similar proceedings pending and served, or threatened in writing against City that would adversely affect its ability to consummate the transactions contemplated in this Agreement. To the best of its knowledge, City is not aware of any existing claims nor of any facts that might give rise to any claims of any type or nature against Goleta Hollister pertaining to the subject matter hereof that have not been fully released and discharged by the release set forth in this Agreement.

(ii) City has received all corporate and other approvals necessary to enter into this Agreement on its behalf and that the persons signing this Agreement on its behalf is fully authorized to commit and bind City to each and all of the commitments, terms and conditions hereof, and to release the claims described herein, and that all documents and instruments relating thereto are, or, upon execution and delivery will be, valid and binding obligations, enforceable against them in accordance with their respective terms.

(iii) City has freely entered into this Agreement and is not entering into this Agreement because of any duress, fear, or undue influence; this Agreement is being entered into in good faith.

(iv) City has made such investigation of the facts pertaining to this Agreement as it deems necessary.

(v) City has, prior to the execution of this Agreement, obtained the advice of independent legal counsel of its own selection regarding the substance of this Agreement, and the claims released herein.

d. In executing this Agreement, City acknowledges, represents, and warrants

to Goleta Hollister that it has not relied upon any statement or representation of any Goleta Hollister officer, agent, employee, representative, or attorney regarding any facts not expressly set forth within this Agreement. In entering into this Agreement, City assumes the risk of any misrepresentations, concealment or mistake, whether or not it should subsequently discover or assert for any reason that any fact relied upon by it in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect or incomplete.

e. The representations and warranties of each of the Settling Parties set forth in this Section 4 and elsewhere in this Agreement will survive the execution and delivery of this Agreement and are a material part of the consideration to the City in entering into this Agreement.

5. Interpretation.

a. All Parties have cooperated in the drafting and preparation of this Agreement and in any construction or interpretation to be made of this Agreement, the same shall not be construed against any such Party. This Agreement is the product of bargained for and arms' length negotiations between the Parties and their counsel. This Agreement is the joint product of the Parties.

b. This Agreement is an integrated contract and sets forth the entire agreement between the parties hereto with respect to the subject matter contained herein. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties hereto with regard to such subject matter are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made or relied on by any party hereto.

c. This Agreement may not be changed, modified or amended except by written instrument specifying that it amends such agreement and signed by the party against whom the enforcement of any waiver, change, modification, extension or discharge is sought. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any waiver be deemed a continuing waiver; and no waiver shall be implied from delay or be binding unless executed in writing by the party making the waiver.

d. All of the covenants, releases and other provisions herein contained in favor of the persons and entities released are made for the express benefit of each and all of the said persons and entities, each of which has the right to enforce such provisions.

e. This Agreement shall be binding upon and inure to the benefit of each of the Parties, and their respective representatives, officers, employees, agents, heirs, devisees, successors and assigns.

f. This Agreement may not be pleaded in any manner in connection with any demand or cause of action related to the subject matter of this Agreement, nor will any provision,

covenant, or term of this Agreement be admissible in any action or proceeding in the event of the failure of the condition precedent in Paragraph 1(b).

6. Further Cooperation. Each Party shall perform any further acts and to

execute and deliver any further documents that may be reasonably necessary or appropriate to carry out the provisions and intent of this Agreement. Except as expressly stated otherwise in this Agreement, actions required of the Parties or any of them will not be unreasonably withheld or delayed, and approval or disapproval will be given within the time set forth in this Agreement, or, if no time is given, within a reasonable time. Time will be of the essence of actions required of any of the Parties.

7. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit any third party or create a third party beneficiary. This Agreement will not be enforceable by any person not a Party to this Agreement, or their respective representatives, heirs, devisees, successors and assigns.

8. Enforced Delay (Force Majeure).

a. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, acts of terrorism, epidemic, quarantine, casualties, acts of God, litigation, governmental restrictions imposed or mandated by governmental entities, enactment of conflicting state or federal laws or regulations (but only if the party claiming delay complies at all times with the provisions of this Agreement pertaining to such conflicting laws), or other similar circumstances beyond the reasonable control of the Parties and which substantially interferes with the ability of a Party to perform its obligations under this Agreement.

b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other parties within thirty (30) days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the Party claiming such delay and interference delivers to the other Parties written notice describing the event, its cause, when and how such Party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any Party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) days after it obtains actual knowledge of the event. The time for performance will be extended for such period of time as the cause of such delay exists.

9. Governing Law; Venue. This agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to any otherwise applicable principles of conflicts of laws. Any action arising out of this Agreement must be commenced in the state courts of the State of California, County of Santa Barbara, or in the United States District Court for the Central District of California and each party hereby consents to the



jurisdiction of the above courts in any such action and to the laying of venue in the State of California, County of Santa Barbara, and agrees that such courts have personal jurisdiction over each of them.

10. Counterparts. This Agreement may be executed in any number of counterparts, delivered via facsimile or electronic mail, each of which when so executed shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

11. Effective Date. This Agreement shall become effective upon its execution by all parties.

12. Notice. Notice required to be given pursuant to this Agreement shall be by certified mail to the following:

For Goleta Hollister:  
Goleta Hollister, LLC  
c/o Westar Associates  
2925 Bristol St  
Costa Mesa, CA 92626-5991

With a copy to:  
Beth Collins  
Brownstein Hyatt Farber Schreck  
1020 State Street  
Santa Barbara, CA 93101

For City of Goleta:  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, California 93117  
Attn: City Clerk

With a copy to:  
City Attorney  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, California 93117

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

CITY OF GOLETA

By: 

Michelle Greene, City Manager  
City of Goleta

APPROVED AS TO FORM:

CITY OF GOLETA

By: 

Michael Jenkins, Esq., City Attorney

GOLETA HOLLISTER LLC

By: The Best Group, L.P.,  
A California limited partnership  
Its: Managing Member

By: 

Robert T. Best, as Trustee of the Best Family Trust  
established October 2, 2001, Its General Partner

GOLETA HOLLISTER TRIANGLE, LLC  
a Delaware limited liability company

By: The Best Group, L.P.,  
A California limited partnership  
Its: Managing Member

By: 

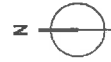
Robert T. Best, as Trustee of the Best Family Trust  
established October 2, 2001, Its: General Partner

APPROVED AS TO FORM:

BROWNSTEIN HYATT FARBER SCHRECK

By: Beth A. Collins  
Beth A. Collins, Esq.

# EXHIBIT A



DATE: 07-24-18  
JOB NO.: 2014-264  
ARCHITECTS ORANGE  
144 NORTH ORANGE ST., ORANGE, CA 92866  
(714) 639-9860

SCALE: 1/8" = 1'-0"

GOLETA, CA

HOLLISTER VILLAGE  
WESTAR ASSOCIATES  
2925 BRISTOL STREET, COSTA MESA, CA 92626

## 27 DU SITE PLAN

NET LEASABLE BUILDING AREA = 16,510 SQ FT  
OPEN SPACE AREA = NOT LESS THAN .42 ACRES

PARKING REQUIRED:

DU	RATIO	TOTAL REQ.
STUDIO	14	1.0
1 BDRM	13	1.0
GUEST	6	0.2
TOTAL		33

STUDIO	14	1.0	14
1 BDRM	13	1.0	13
GUEST	6	0.2	6
TOTAL			33

PARKING PROVIDED:

OPEN STALLS:	6
CARPORTS	9
GARAGES	18
TOTAL	33

UNIT SUMMARY:

STUDIO	14 DU	572 SF
1 BEDROOM <td>13 DU</td> <td>654 SF</td>	13 DU	654 SF
TOTAL	27 DU	

