

PLANNING COMMISSION CONDITIONS OF APPROVAL

508 AND 514 E. DE LA GUERRA STREET
MODIFICATIONS, LOT LINE ADJUSTMENT
JULY 7, 2005

- A. Recorded Agreement.** Prior to the issuance of any Public Works permit or building permit for the project on the Real Property, the following conditions shall be imposed on the use, possession and enjoyment of the Real Property and shall be recorded by the Owner in a written instrument which shall be reviewed as to form and content by the City Attorney, Community Development Director and/or Public Works Director, which shall be recorded in the Office of the County Recorder:
1. **Uninterrupted Water Flow.** The Owner shall provide for the uninterrupted flow of water through the Real Property including, but not limited to, swales, natural water courses, conduits and any access road, as appropriate. The Owner is responsible for the adequacy of any project related drainage facilities and for the continued maintenance thereof in a manner that will preclude any hazard to life, health or damage to the Real Property or any adjoining property.
 2. **Recreational Vehicle Storage Prohibition.** No recreational vehicles, boats or trailers shall be stored on the Real Property.
 3. **Approved Development.** The development of the Real Property located at 514 De la Guerra Street approved by the Planning Commission on June 2, 2005 is limited to a lot line adjustment between 508 East De la Guerra Street (APN 031-101-018) and 514 East De la Guerra Street (APN 031-101-019) resulting in 508 East De La Guerra Street as a 11,620 square foot lot and 514 East De La Guerra Street as a 5,279 square foot lot and the required lot area modifications for such lots as shown on the set of plans signed by the chairman of the Planning Commission on said date and on file at the City of Santa Barbara. A description of the approved development and conditions of approval for 508 De la Guerra Street shall be recorded in a separate document within the chain of title for that parcel.
- B. Public Works Submittal.** The Owner shall submit the following or evidence of completion of the following to the Public Works Department prior to recordation of the Lot Line Adjustment:
1. **Lot Line Adjustment.** The Owner shall submit an executed *Agreement Relating to Lot Line Adjustment, Quitclaim Deed and Acceptance Thereof* to the Public Works Department, including the legal description of the subject properties prior to and following the lot line adjustment. A licensed surveyor shall prepare the legal descriptions and said Agreement shall be recorded in the Office of the County Recorder.
 2. **Reciprocal Access Agreement.** The Owner shall submit a reciprocal access easement agreement for the shared driveway which shall be reviewed as to form and content by the City Attorney, Community Development Director and/or Public Works Director and which shall be recorded in the Office of the County Recorder.
 3. **Water Rights Assignment.** "Agreement Assigning Water Extraction Rights". Owner shall assign to the City of Santa Barbara the exclusive right to extract ground water

from under the Real Property. This assignment of rights *does not* include a right of surface entry on or from the Real Property.

- C. Litigation Indemnification Agreement.** In the event the Planning Commission approval of the Project is appealed to the City Council, Applicant/Owner hereby agrees to defend the City, its officers, employees, agents, consultants and independent contractors (“City’s Agents”) from any third party legal challenge to the City Council’s denial of the appeal and approval of the Project, including, but not limited to, challenges filed pursuant to the California Environmental Quality Act (collectively “Claims”). Applicant/Owner further agrees to indemnify and hold harmless the City and the City’s Agents from any award of attorney fees or court costs made in connection with any Claim.

Applicant/owner shall execute a written agreement, in a form approved by the City Attorney, evidencing the foregoing commitments of defense and indemnification within thirty (30) days of the City Council denial of the appeal and approval of the Project. These commitments of defense and indemnification are material conditions of the approval of the Project. If Applicant/Owner fails to execute the required defense and indemnification agreement within the time allotted, the Project approval shall become null and void absent subsequent acceptance of the agreement by the City, which acceptance shall be within the City’s sole and absolute discretion. Nothing contained in this condition shall prevent the City or the City’s Agents from independently defending any Claim. If the City or the City’s Agents decide to independently defend a Claim, the City and the City’s Agents shall bear their own attorney fees, expenses and costs of that independent defense.

NOTICE OF MODIFICATION APPROVAL TIME LIMITS:

The Planning Commission's action approving the Modification is valid for one year per SBMC§28.87.360. Said section also allows the Community Development Director to approve time extensions for such approvals.