



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: October 23, 2012

TO: Mayor and Councilmembers

FROM: Engineering Division, Public Works Department

SUBJECT: Approval Of Final Map And Execution Of Agreements For 822 And 824 East Canon Perdido Street

RECOMMENDATION:

That Council approve and authorize the City Administrator to execute and record Final Map Number 20,804 and standard agreements relating to the approved subdivision at 822 and 824 East Canon Perdido, and authorize the City Engineer to record a recital document stating that the public improvements have been completed, and that the previously recorded Land Development Agreement may be removed from the title document after the public improvements are complete and accepted by the City.

DISCUSSION:

A Tentative Map for the subdivision located at 822 and 824 East Canon Perdido Street (Attachment 1) was conditionally approved on January 12, 2012, by adoption of the Planning Commission (PC) Conditions of Approval, Resolution Number 001-12 (Attachment 2). The project involves the demolition of two existing single-family residences and garages, the merger of two existing parcels, and a one-lot subdivision, for the purposes of constructing 12 affordable condominiums. Staff has reviewed the Final Map (Map) and has found it to be in substantial compliance with the previously approved Tentative Map, the Conditions of Approval, the State Subdivision Map Act, and the City's Subdivision Ordinance.

In accordance with the PC approval, the Owner(s) (Attachment 3) have signed and submitted the Map and the required agreements to the City. Council approval is required if Council agrees with the staff determination that the Map conforms to all the requirements of the Subdivision Map Act and the Municipal Code applicable at the time of the approval of the Tentative Map (Municipal Code, Chapter 27.09.060, City Council Action).

Staff recommends that Council authorize the City Administrator to execute the required *Agreement Relating to Subdivision Map Conditions Imposed on Real Property* and the *Agreement for Land Development Improvements*.

The *Agreement Assigning Water Extraction Rights* does not require Council approval, and will be signed by the Public Works Director in accordance with City Council Resolution Number 02-131.

THE FINAL MAP IS AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE.

- ATTACHMENTS:**
1. Vicinity Map
 2. Conditions required to be recorded concurrent with Final Map Number 20,804 by the Planning Commission Conditions of Approval Resolution Number 001-12
 3. List of Owners/Trustees

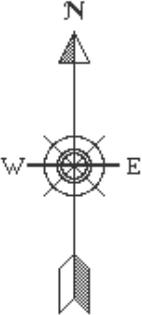
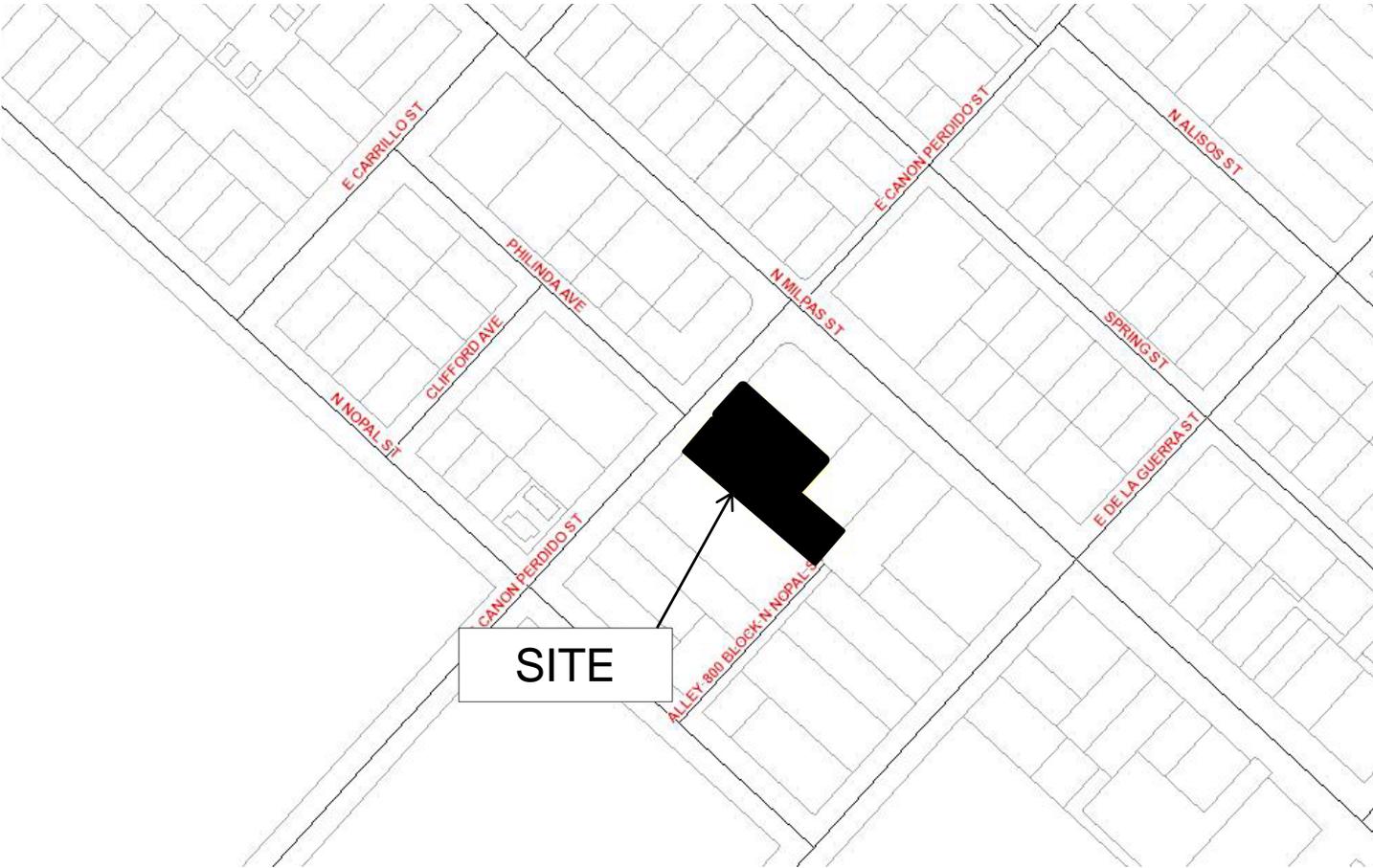
PREPARED BY: Mark Wilde, Supervising Civil Engineer/kts

SUBMITTED BY: Christine F. Andersen, Public Works Director

APPROVED BY: City Administrator's Office

ATTACHMENT 1

Vicinity Map
822 and 824 E. Canon Perdido



Not to Scale

CONDITIONS REQUIRED TO BE RECORDED CONCURRENT WITH FINAL MAP NUMBER 20,804 BY PLANNING COMMISSION CONDITIONS OF APPROVAL, RESOLUTION NO. 001-12

822 and 824 East Canon Perdido

Said approval is subject to the following conditions:

1. **Approved Development.** The development of the Real Property approved by the Planning Commission on January 12, 2012, is limited to twelve (12) affordable condominium units and the improvements shown on the Tentative Subdivision Map signed by the chairman of the Planning Commission on said date and on file at the City of Santa Barbara. The project includes the demolition of all existing structures on two parcels (APN 031-042-006 and 031-042-007), the parcels were be merged to create a single 19,303 square foot parcel that will be subdivided to construct 12 new affordable (available to very low- and low-income households) two- and three-story residential condominium units (8 two bedroom, 2 three bedroom, and 2 one bedroom units) with 12 single car garages, three guest parking spaces, and 18 bicycle parking. Additional changes proposed on site include the installation of an onsite SCE transformer, widening of the sidewalk at the street frontage, and landscaping changes that will include the removal and or relocation of existing trees on site
2. **Uninterrupted Water Flow.** The Owner shall provide for the continuation of any historic uninterrupted flow of water onto the Real Property including, but not limited to, swales, natural watercourses, conduits and any access road, as appropriate.
3. **Public Improvement District Formation.** The property owners waives the right, through deed restriction, to protest the formation of public improvement districts
4. **Recreational Vehicle Storage Prohibition.** No recreational vehicles, boats, or trailers shall be stored on the Real Property.
5. **Oak Tree Protection.** The existing oak tree(s) shown on the Tentative Subdivision Map shall be preserved, protected, and maintained in accordance with the recommendations contained in the Arborist's Report / Tree Protection Plan prepared by Joshua Thompson, Tree Concern, dated July 11, 2011. A copy of this report shall be attached to the recorded conditions as an exhibit. The following provisions shall apply to any oak trees to remain on the property:
 - a. No irrigation systems shall be installed within three feet of the drip line of any oak tree.
 - b. The use of herbicides or fertilizer shall be prohibited within the drip line of any oak tree.
6. **Storm Water Pollution Control and Drainage Systems Maintenance.** Owner shall maintain the drainage system and storm water pollution control devices in a functioning state. Should any of the project's surface or subsurface drainage structures or storm water pollution control methods fail to capture, infiltrate, and/or treat water, or result in increased erosion, the Owner shall be responsible for any necessary repairs to the system and restoration of

the eroded area. Should repairs or restoration become necessary, prior to the commencement of such repair or restoration work, the Owner shall submit a repair and restoration plan to the Community Development Director to determine if an amendment or a new Building Permit is required to authorize such work. 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.

7. **Ownership Unit Affordability Restrictions.** The dwelling units designated as Units 1-12 on the Tentative Subdivision Map shall be designated as Affordable Low-Income to Very-Low-Income Units and sold only to households who, at the time of their purchase, qualify as Low-Income Households as defined in the City's Affordable Housing Policies and Procedures.

The Affordable Units shall be sold and occupied in conformance with City Agreement No. 2010-0071795 and required replacement covenants. The resale prices of the Affordable Units shall be controlled by means of replacement covenants executed by the Owners and the City to assure continued affordability for at least ninety (90) years from the initial sale of each affordable unit. No affordable unit may be rented prior to its initial sale.

8. **Residential Permit Parking Program.** Residents shall not participate in the Residential Permit Parking Program.
9. **Required Private Covenants, Conditions and Restrictions (CC&Rs).** The Owners shall record in the official records of Santa Barbara County either private covenants, conditions and restrictions, a reciprocal easement agreement, or a similar agreement which, among other things, shall provide for the following:
 - a. **Common Area Maintenance.** An express method for the appropriate and regular maintenance of the common areas, common access ways, common utilities and other similar shared or common facilities or improvements of the development, which methodology shall also provide for an appropriate cost-sharing of such regular maintenance among the various owners of the condominium units.
 - b. **Vehicle Registration Restriction.** A covenant that restricts each unit household to ownership of one vehicle and requires yearly monitoring by Habitat for Humanity of Southern Santa Barbara County to ensure no more than one vehicle is registered at each address. Habitat for Humanity of Southern Santa Barbara County shall maintain records of vehicle ownership and produce those records to the City within two working days, upon request.
 - c. **Garages Available for Parking.** A covenant that includes a requirement that all garages be kept open and available for the parking of vehicles owned by the residents of the property in the manner for which the garages were designed and permitted.
 - d. **Guest Parking Spaces.** Three (3) guest parking spaces are to be maintained for the use of guests and not assigned to any of the individual units or used as storage.

- e. **Landscape Maintenance.** A covenant that provides that the landscaping shown on the approved Landscaping Plan shall be maintained and preserved at all times in accordance with the Plan. Such plan shall not be modified unless prior written approval is obtained from the appropriate design review board. If said landscaping is removed for any reason without approval by the appropriate design review board, the owner is responsible for its immediate replacement.
- f. **Trash and Recycling.** Trash holding areas shall include recycling containers with at least equal capacity as the trash containers, and trash/recycling areas shall be easily accessed by the consumer and the trash hauler. Green waste shall either have containers adequate for the landscaping or be hauled off site by the landscaping maintenance company. If no green waste containers are provided for common interest developments, include an item in the CC&Rs stating that the green waste will be hauled off site.
- g. **Covenant Enforcement.** A covenant that permits each owner to contractually enforce the terms of the private covenants, reciprocal easement agreement, or similar agreement required by this condition.

ATTACHMENT 3

LIST OF OWNERS Habitat for Humanity of Southern Santa Barbara County

822 and 824 East Canon Perdido

Brian Boyle, President

Joyce McCullough, Executive Director