

# EXHIBIT C

**CONDITIONS OF APPROVAL  
SP 04-01 – BURTON RANCH SPECIFIC PLAN  
LOCATED IMMEDIATELY NORTH OF THE INTERSECTION OF STATE  
HIGHWAY 1 (H STREET), HARRIS GRADE ROAD, AND PURISIMA  
ROAD – ASSESSOR’S PARCEL NUMBERS 97-250-02, 97-250-05, 97-  
250-06, 97-250-13, 97-250-39, 97-250-40, 97-250-50, 97-250-51, 97-250-  
62, 97-250-69, AND 97-250-70**

The following Conditions of Approval apply to the Burton Ranch Specific Plan for SP 04-01, dated October 2005, and reviewed by the Planning Commission on December 12, 2005 and by the City Council on February 7, 2006.

## **I. PLANNING**

### **Planning – General Conditions**

- P1. All applicable provisions of the Lompoc City Code are made a part of these conditions of approval in their entirety, as if fully contained herein.
- P2. In conformity with Sections 8900, 8935, and 8936 of the Lompoc City Zoning Ordinance, the violation of any condition listed herein shall constitute a nuisance and a violation of the Lompoc City Zoning Ordinance and the Lompoc City Code. In conformity with Section 0107 and 0128 of the Lompoc City Code, a violation of the Lompoc City Code and the Lompoc City Zoning Ordinance is a misdemeanor and shall be punishable as provided by law. In addition to criminal penalties, the City may seek injunctive relief to specifically enforce the Conditions of Approval. The applicant agrees to pay for all attorney’s fees and costs, including, but not limited to, staff time incurred by the City in obtaining injunctive relief against the applicant as a result of a failure of the applicant to fully perform and adhere to all of the Conditions of Approval.
- P3. The applicant is advised that certain fees and charges will be collected by the City prior to issuance of building permits and/or prior to issuance of certificates of occupancy.
- P4. These conditions of approval shall be noted on the construction drawings filed for any building permits, including the Planning Commission resolution number and the applicant's signed affidavit agreeing to comply with the conditions.
- P5. Owner agrees to and shall indemnify, defend, protect, and hold harmless City, its officers, employees, agents and representatives, from and against any and all claims, losses, proceedings, damages, causes of action, liabilities, costs and expenses, including reasonable attorney’s fees, arising from or in connection with, or caused by (i) any act, omission or

negligence of Owner, or their respective contractors, licensees, invitees, agents, sublessees, servants or employees, wherever on or adjacent to the Property the same may occur; (ii) any use of the Property, or any accident, injury, death or damage to any person or property occurring in, or on or about the Property, or any part thereof, or from the conduct of Owner's business or from any activity, work or thing done, permitted or suffered by Owner or its sublessees, contractors, employees, or invitees, in or about the Property, other than to the extent arising as a result of City's sole active negligence or to the extent of any willful misconduct of the City; and (iii) any default in the performance of any obligations of Owner's part to be performed under the terms of this Agreement, or arising from any negligence of Owner, or any such claim or any action or proceeding brought thereon; and in case any action or proceedings be brought against the City, its officers, employees, agents and representatives, by reason of any such claim, Owner, upon notice from City, shall defend the same at its expense by counsel reasonably satisfactory to City.

Owner further agrees to and shall indemnify, defend, protect, and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions brought by any third party to challenge the Project or its approval by the City, including environmental determinations. Such indemnification shall include any costs and expenses incurred by Agency and City in such action(s), including reasonable attorney's fees.

- P6. Development Plans and Tentative Maps will be submitted to the City of Lompoc and will be processed in accordance with the City Zoning Ordinance and City Subdivision Review Ordinance.

### **Planning – Mitigation Monitoring Conditions**

- P7. All Mitigation Measures set forth in the *Burton Ranch Specific Plan Project Revised Final Environmental Impact Report (Revised FEIR), EIR 02-01, SCH No. 2002091045*, are hereby incorporated into these Conditions of Approval, as if fully contained herein, except those found infeasible pursuant to §15091 of the State CEQA Guidelines.
- P8. The applicant shall enter into a Mitigation Monitoring Agreement with the City of Lompoc, which shall assure continuing compliance with the Mitigation Measures set forth in the *Revised FEIR*. The Agreement shall be reviewed and approved by the City Attorney, and shall be recorded prior to the issuance of any construction permit.

- P9. The applicant shall pay the costs associated with implementation of the Mitigation Monitoring and Reporting Program prior to issuance of the first Certificate of Occupancy for any building in the project. The costs associated with implementation of Mitigation Monitoring and Reporting Program shall be calculated on a time and materials basis.
- P10. Minor changes to the Mitigation Monitoring and Reporting Program may be made by the City Planner. Such changes shall not result in alteration of any mitigation measures, but shall be restricted to changes related to which phase of the Mitigation Monitoring and Reporting Program (e.g., plan check, construction, pre-occupancy, post-occupancy) a mitigation measure is to be completed. Any such changes may be approved when it is found to be impractical to require completion of a mitigation measure during the phase specified in the Mitigation Monitoring and Reporting Program.

### **Planning – Project Specific Conditions**

- P11. Revisions to the Mitigation Monitoring and Reporting Program contained in Section XI of the Burton Ranch Specific Plan shall be made in accordance with the “*List of Recommended Revisions to the Burton Ranch Specific Plan*,” dated February 7, 2006, Attachment No. 7, Exhibit B. Said revisions shall be made exactly as stated in the “*List of Recommended Revisions to the Burton Ranch Specific Plan*.” No other changes are to be made to the Mitigation Monitoring and Reporting Program, except as directed by the Planning Commission/City Council.

Said revisions shall be made to the MMRP and submitted to the Planning Division for review and approval prior to issuance of any grading permit or prior to submittal of the first tentative map for any phase of development on the project site, whichever occurs first.

The revised Mitigation Monitoring and Reporting Program shall be provided to the City of Lompoc in electronic format for preparation by City to format into the final reporting program.

- P12. Revisions to the Burton Ranch Specific Plan shall be made in accordance with the “*List of Recommended Revisions to the Burton Ranch Specific Plan*,” dated February 7, 2006, Attachment No. 7, Exhibit B. Said revisions shall be made exactly as stated in the “*List of Recommended Revisions to the Burton Ranch Specific Plan*.” No other changes shall be made to the Burton Ranch Specific Plan, except as directed by the Planning Commission/City Council.

Said revisions shall be made to the Burton Ranch Specific Plan and submitted to the Planning Division for review and approval prior to issuance of any grading permit or prior to submittal of the first tentative map for any phase of development on the project site, whichever occurs first.

Thirty-five (35) original bound copies plus one (1) original unbound copy of the revised Burton Ranch Specific Plan (including the revised Mitigation Monitoring and Reporting Program, Section XI of the Specific Plan) shall be provided to the City of Lompoc, Planning Division, for distribution to City departments. The revised Burton Ranch Specific Plan shall also be provided to the City of Lompoc in electronic format for distribution on the City website.

- P13. Development plans shall be submitted with tentative maps for all phases of development of the project site.
- P14. Plans for improvement of the approximately three (3) acre park site comprising Land Use Area 6 of the Burton Ranch shall be submitted to the Parks and Recreation Department for review and comment by the Parks and Recreation Commission. This requirement shall be noted as a condition of the tentative map for the first Plan Unit to develop.