

## **RESOLUTION NO. 862 (17)**

### **A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LOMPOC APPROVING A TIME EXTENSION FOR LOM 567 – MJ LAND, LLC. AT BURTON RANCH**

**WHEREAS**, a request was submitted by Donald Jensen representing MJ Land, LLC, the property owner, for consideration of a time extension for Vesting Tentative Subdivision Map (LOM 567) requesting subdivision to create 52-parcels; the proposed project site is approximately 14.3-acres of the total 150-acre Burton Ranch Specific Plan area. The site is located north of the intersection of Purisima Road and Harris Grade Road in the Burton Ranch Specific Plan (SP) Zoning District (Assessor Parcel Numbers: 97-250-002, 97-250-069, 97-250-070).

**WHEREAS**, the request was considered by the Planning Commission at a duly-noticed public meeting on May 10, 2017; and

**WHEREAS**, at the meeting of May 10, 2017, staff was present to answer Planning Commissioners' questions and address their concerns; and

**WHEREAS**, at the meeting of May 10, 2017, no one commented on the requested time extension; and

**WHEREAS**, A Final Revised Environmental Impact Report (EIR 02-01) for the Burton Ranch Specific Plan (SCH # 2002091045) was prepared by Science Applications International Corporation (SAIC) in September 2005. The City Council adopted Resolution No. 5299 (06) certifying FEIR 02-01, making the required California Environmental Quality Act (CEQA) findings of fact and making the necessary statement of overriding considerations on February 7, 2006. Mitigation Measures were adopted as a part of the environmental process and were incorporated into the project approval. The time extension is exempt from further CEQA review pursuant to Government Code Section 65457. An addendum has been prepared pursuant to CEQA.

**NOW, THEREFORE, THE LOMPOC PLANNING COMMISSION RESOLVES AS FOLLOWS:**

**SECTION 1:** The Planning Commission has reviewed and hereby accepts the findings and determinations in the Addendum, attached as Attachment 4 to the staff report for this agenda item, and hereby adopts that Addendum.

**SECTION 2:** The time extension request for LOM 567 was made in a timely manner and the approved project still meets applicable City standards, based upon the Development Agreement required to compensate the City for operation and maintenance of public improvements required for the project, therefore, the Planning Commission finds that granting the extension of time meets the provisions of the City Subdivision Ordinance and the legislative intent of the State and is consistent with the City's General Plan.


**SECTION 3:** Subject to the attached conditions of approval, LOM 567 is extended two years and will expire on May 31, 2019.

The foregoing resolution, on motion by Commissioner Fink, seconded by Commissioner Gonzales, was adopted at the regular Planning Commission meeting of May 10, 2017 by the following vote:

**AYES:** Commissioners Gonzales, Leach, Rodenhi, Fink

**NOES:** None

**ABSENT:** Commissioner Cioni

  
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Lucille T. Breese, AICP, Secretary

  
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Ron Fink, Chair

Attachment: Exhibit A - Conditions of Approval

**CONDITIONS OF APPROVAL**  
**Jensen Design – LOM 567**  
**Burton Ranch Specific Plan Area**

**The following Conditions of Approval apply to the time extension requested by Jensen Design Group for LOM 567, reviewed by the Planning Commission on May 10, 2017.**

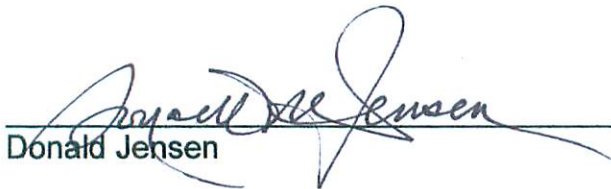
**I. PLANNING**

**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 17.140.010, 17.152.010, and 17.152.020 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 1.24.010 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. 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.

- P5. 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. The conditions hereby imposed are in addition to the conditions imposed by CC Resolution No. 597 (08), In the case of any conflicts, the conditions listed herein shall prevail.
- P7. The City and MJ Land, LLC agree that it is the intention of both parties to proceed with the creation of a Community Facilities District (CFD) to fund the installation of the infrastructure required for the Burton Ranch Specific Plan (BRSP) area and the on-going maintenance and operation of public roads adjacent and within the BRSP area. Specific details of the funding calculations shall be determined as a part of the CFD.
- P8. The Vesting Tentative Subdivision Map expires on May 31, 2019 as a result of the approval of this time extension.

I, Donald Jensen of Jensen Design Group, as project applicant do hereby declare under penalty of perjury that I accept all conditions imposed by the Planning Commission in its approval of the proposed residential development – The Cottages at Burton Ranch. As project applicant, I agree to comply with these conditions and all other applicable laws and regulations at all times.

  
Donald Jensen

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Date

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