

**CONDITIONS OF APPROVAL
LOM 616
Castillo de Rosas 24 Residential Air Space Condominiums
Vesting Tentative Map
109 South Third Street (APN: 085-150-047)**

The Conditions of Approval apply to a residential airspace condominium map (LOM 616), prepared by Ashley & Vance Engineering, Inc., received by the Planning Division, stamped September 17, 2019, and reviewed by the City Council on December 17, 2019.

I. PLANNING

Planning – General Conditions

- P1. All applicable provisions of the Lompoc Municipal Code (LMC) are made a part of these conditions of approval in their entirety, as if fully contained herein.
- P2. In conformity with LMC sections 17.140.010, 17.152.010, and 17.152.020, the violation of any condition listed herein shall constitute a nuisance and a violation of the LMC. In conformity with LMC section 1.24.010, a violation is a misdemeanor and shall be punishable as provided by law. In addition to criminal penalties, the City may seek injunctive relief. The Applicant agrees to pay for all attorney’s fees and costs (including the City Attorney’s Office), 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. Applicant 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 Applicant, 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 Applicant’s business or from any activity, work or thing done, permitted or suffered by Applicant 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 Applicant’s part to be performed under the terms of this Agreement, or arising from any negligence of Applicant, 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.

Applicant 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 City in such action(s), including reasonable attorney's fees.

P4. The Applicant shall notify the Lompoc Planning Division of a change of ownership for the Property or a change of Project representative within 30 days of such change at any time during the City process prior to final Certificate of Occupancy.

P6. The map shall comply with LMC Chapter 16.36 (Residential Condominiums).

PLANNING – Covenants, Conditions & Restrictions (CC&R's)

P6. Covenants, Conditions and Restrictions (CC&Rs) shall be submitted to the City for approval, prior to recordation.

a. The Applicant shall create a Property Owner's Association (POA) for the maintenance of the common facilities, including but not limited to: common areas, private drives, and landscaping.

P7. The Covenants, Conditions & Restrictions (CC&R's) shall be reviewed and approved as to form by the City Attorney prior to recordation. The CC&R's shall state that no provision in the document may be amended without the prior written approval of the City of Lompoc. The CC&R's shall be recorded prior to the issuance of building permits.

P8. The CC&R's shall include the following restrictions:

a. A requirement that Storm Water filters in the storm drain system shall be maintained and replaced, when necessary, by the POA so that all storm water and drainage will be filtered, prior to entering the City's storm drain system. Filters used shall remove sediment, oil, grease, trash and floatables. A requirement that the filter media in the storm water filtration devices are regularly cleaned out, maintained and replaced, per manufacturer's recommendations by the POA.

- b. The POA shall ensure that regular inspections are conducted to evaluate the levels of accumulated sediment, oil and grease, and that accumulated materials are removed at least twice a year, in October, before the rainy season begins and in April, after the rainy season has ended. The POA shall ensure that the filters are cleaned out more often if necessary to ensure they are functioning properly.
- c. A restriction against parking or storing recreational vehicles, trailers, and other miscellaneous vehicles within the Project.

Planning – Project Specific Conditions

- P9. City Council approval of LOM 616 is valid for 24 months. Prior to the expiration of the Map, the Applicant may request a 12-month extension. LOM 616 shall expire on December 17, 2021, unless the applicant requests a time extension as outlined by City standards.
- P10. LOM 616 shall be recorded prior to Planning Division sign-off of the building permit.

II. BUILDING AND FIRE SAFETY

No General or Project Specific Conditions.

III. POLICE DEPARTMENT

No General or Project Specific Conditions.

IV. ENGINEERING

ENGINEERING – GENERAL CONDITIONS

- EN1. A Parcel Map shall be prepared in accordance with the Subdivision Map Act, Section 66426. Upon approval or conditional approval of the Tentative Map by the City Council, a complete review by the Engineering Division of all plans and documentation required by LMC Chapter 16.36 shall be required before the acceptance of the Parcel Map by the City Engineer.
- EN2. The Parcel Map shall be prepared by or under the direction of a licensed land surveyor.
- EN3. In conformance with LMC Chapter 16.16.010, the Parcel Map shall be prepared based upon the control monuments as established by the City of Lompoc Coordinate Control System by Record of Survey filed August 22, 2003, in Book 172, Pages 4 through 7, Santa Barbara County Records. The Parcel Map shall indicate and identify the control monuments utilized in the preparation thereof.

The Parcel Map shall be delivered in a computer format readily compatible for transfer to the City Geographic Information System at the time of map approval. The following computer formats are acceptable for delivery: DGN (native Microstation); DWG; DXF.

- EN4. After the Parcel Map has been prepared and is ready for review, the Applicant's Engineer shall submit three sets of prints to the Engineering Division for the first plan check.
- EN5. Parcel Map shall comply with Engineering Division's "Development Assistance Brochure" entitled "Checklist For Completeness of Subdivision Maps." Development Assistance Brochures can be downloaded from the City Engineering web page:
<https://www.cityoflomdoc.com/government/departments/public-works/engineering>
- EN6. Parcel Map shall show street centerline monuments set in standard street monument wells per City Standards.
- EN7. At the completion of plan review for the Parcel Map, and before the City Council will consider acceptance of the Parcel Map, the required plans, fees and documentation shall be submitted to the Engineering Division. The fees and documentation typically include, but are not limited to, the following:
- A Title Report current within the last ninety days.
 - Parcel Map original mylars signed and notarized by the Owner, and signed and stamped by the surveyor.
 - Parcel Map Application and the Plan Check fee. Applicant must pay any outstanding invoices for staff review time.
 - Monuments Security.
 - Parcel Map delivered in a computer format readily compatible for transfer to the City Geographic Information System.
 - Proof "Tax Bond" has been recorded with the County of Santa Barbara.
 - Recording Fee.

ENGINEERING – NO PROJECT SPECIFIC CONDITIONS

- EN8. Parcel Map shall show all existing easements and shall note them as 'to remain' or 'to be abandoned' as required.
- EN9. Applicant shall grant a public utility easement to the City of Lompoc for public underground electric lines and pad mount equipment installed on private property.

EN10. Private streets shall have access, drainage and public utility easements as necessary.

V. SOLID WASTE

No General or Project Specific Conditions.

VI. ELECTRIC

No General or Project Specific Conditions.

VII. WATER

No General or Project Specific Conditions.

VIII. WASTEWATER

No General or Project Specific Conditions.

IX. STORMWATER

No General or Project Specific Conditions.

Applicant and Property Owner below are collectively referred to herein, jointly and severally, as "Applicant".

I do hereby declare under penalty of perjury that I accept all conditions imposed by the City Council in their approval of the project. As the project applicant/property owner, I agree to comply with these conditions and all other applicable laws and regulations at all times.

T.N. Price & Associates, Property Owner

Date

Ted Price, Applicant

Date