

**SANTA MARIA VALLEY RAILROAD COMPANY**

**P.O. Box 5665  
Santa Maria, California 93456  
Telephone (805) 922-7941  
FAX (805) 922-9554**

June 12, 2018

Mayor John Lizalde  
City of Guadalupe  
918 Obispo Street  
Guadalupe, California 93434

Ref: Public Hearing -Amended Specific Plan for DJ Farms 6/12

Dear Mayor Lizalde:

Please postponed the public hearing for the Amended Specific Plan for DJ Farms tonight. We received notification several weeks ago and asked for the materials. I went several times to City Hall and was informed that the materials for the agenda item was not ready and to check back later. On Friday I came in and they said it will be on the website this weekend.

This is not adequate time to study the documents and to forward the documents to Union Pacific Railroad for their review.

Thank you,



Al Sheff  
General Manager

Cc: Rob Himoto, President  
Lupe Valdez, Public Relations and Government Affairs, Union Pacific Railroad  
Lori Trout, Short Line Market Manager, Union Pacific Railroad

## **MEMORANDUM OF AGREEMENT**

This memorandum of agreement ("Agreement") shall document the understanding reached between the City of Guadalupe (the "City") and GB Land 4, LLC (the "Builder"), the developer of the homes on Lot 4 of Tract 29,060 ("Cielo" Tract 29,062) within the Pasadera Project, previously DJ Farms). Collectively the City and the Builder are sometimes referred to herein as the "Parties."

Notwithstanding any prior communication or correspondence, the Parties agree that: (i) the Builder and the City shall expeditiously process Final Map 29,062 to record as soon as possible; (ii) the Parties further agree that use of an independent third-party surveyor will expedite the Final Map processing with Santa Barbara County; and (iii) the Revised Specific Plan (RSP) and the Guadalupe Municipal Code (GMC) are two primary City documents that provide direction for development of homes in Lot 4. Many of the homes under construction at Cielo on Lots 1-23, Lots 28-30 and Lots 191-207 have driveways that are less than 20 feet and do not provide onsite tandem parking. Lots 1-23, 28-30, and 191-207 of Lot 4 are hereinafter referred to as the "Affected Parcels." Upon the signing of this Agreement, the City will not legally delay development of the Affected Parcels. Zoning clearance and building permits will be promptly issued once an amended RSP has been approved by City Council.

It is the desire of the Parties to ensure that construction of all other homes for the Pasadera Project except for the Affected Parcels provide driveways that are a minimum of 20 feet in depth or provide onsite tandem parking. Except for development under the approved Public Improvement Plan and the construction of homes on the Affected Parcels, no construction for the Pasadera Project shall begin without first receiving zoning clearance and issuance of building permits. In addition, as consideration for the City's consent to permit construction of the homes with less than 20 foot driveways and no onsite tandem parking on the Affected Parcels, the Builder will submit an application to request an amendment to the RSP to further clarify the parking requirements for Lot 4 and future Pasadera lots. Upon receipt of the completed application to clarify and amend the RSP and agreement to pay for same, the City will expeditiously process the revision, and upon completion of its review and processing of the revision, present it to the City Council at the next available meeting for consideration with a recommendation of approval if the requested amendment complies with the terms of this Agreement.

While the City does not desire additional homes that have less than a 20' driveway, nor onsite tandem parking, the City, in an attempt to support a diversity of house plans and provide for the vitality of the Pasadera Project, will accept up to fifteen (15) additional homes with driveways less than 20 feet and no onsite tandem parking after the Council approves the amendments to the RSP as specified herein. The Builder shall spread these homes throughout the remainder of Lot 4, however, no short driveway lot will be permitted to be directly adjacent to another lot with a short driveway.



Upon the City's approval of the amendment described herein, Builder agrees to: (i) inform perspective buyers about the special parking arrangements in Lot 4 through a handout provided to perspective buyers prior to their entering into a contract of sale for any home in Lot 4 that does not provide a driveway of at least 20 feet or onsite tandem parking, (ii) require homeowners for any Cielo lot that does not provide a driveway that is a minimum of 20 feet to sign and record a document at the close of escrow that acknowledges that vehicles parked in the short driveways cannot encroach at any time into the sidewalk; (iii) construct tandem parking on lots other than the Affected Lots and the 15 additional lots described in the paragraph above, and if twenty foot driveways are not provided, then tandem parking shall be constructed such that two vehicles are able to park in the side yard adjacent to the garage and not encroach into the sidewalk; and (iv) add at least one more floor plan for Lot 4 that includes a 20 foot driveway.

As further consideration for the City's consent to permit construction of homes on the Affected Parcels, the Builder agrees to provide additional parking spaces within the large central park between Lots 171/156 and 172/155, as well as in each of the six pocket parks to mitigate the loss of driveway parking. Parking spaces within the parks shall be perpendicular to the street to provide the maximum space for recreation and water retention.

With the reduction in land area for each of the parks due to the added parking, the Builder, in addition to developing the required parking lots, landscaping and turf areas within each park, agrees to purchase and install amenities for each of the parks. The Builder further agrees to waive the deferred timing for development of the parks which under the Development Agreement, Exhibit B, Section 7 would have delayed construction of the parks until issuance of the 350<sup>th</sup> certificate of occupancy. The Builder agrees to develop each park prior to the issuance of a certificate of occupancy of the first home within the block that contains the park. Amenities shall include at a minimum:

Pocket parks - all six developed with cement slab that contains a BBQ pit, picnic table and bench.

Large central park - one side developed with turf for soccer use or other large-area sports activities. The other side shall contain 3 BBQ stations (cement slab, BBQ pit, picnic table and bench), similar to the pocket parks, a jungle gym, two additional benches and a Pet Waste Station. The perimeter of the area shall be landscaped with turf installed on the remainder of the area. The center section shall be developed as a large bio-swale with no dual-use proposed.

This Agreement shall accrue to the benefit of any successor or assignee of the Builder or any other party that becomes the developer of Lot 4 of the Pasadera project.



THE FOREGOING IS HEREBY ACCEPTED AND AGREED TO:

The City of Guadalupe

By: Carmy Ramos

Date: 6/7/2018

GB Land 4, LLC

By: [Signature]

Date: 6/6/18