

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION
EXECUTIVE OFFICER'S REPORT

OUT-OF-AGENCY SERVICE AGREEMENT (OASA)

August 7, 2014 (Agenda)

LAFCO 14-5 La Cumbre Golf and Country Club to the Goleta Sanitary District

PROPONENT: Board of Directors of the Goleta Sanitary District, by resolution.

ACREAGE & LOCATION Approximately 8.42 acres located at 4015 Via Laguna, Santa Barbara, CA 93110. **(Exhibit A)**

PURPOSE: The owners of the Le Cumbre Country Club have constructed a Tennis and Fitness Center that is outside the existing Goleta Sanitary District boundaries. The temporary Out-of Agency Service Agreement between the District and the property owners will allow the Fitness Center to be connected to the district's sewer. An application to annex to the district will be submitted after a Lot Line Adjustment (LLA) is approved by the County of Santa Barbara. The LLA is necessary to include the majority of the existing structure into a single parcel. The adjacent 71.52 acre parcel would be reduced by 0.79 acres which would be added to the parcel containing the structures.

GENERAL ANALYSIS:

1. Description of Project

The reconstruction of the former tennis pro shop into a combined Tennis/Fitness Center was considered to be an Amendment to a 1992 Conditional Use Permit (92-CP-001) which addressed most of the development at La Cumbre Country Club.

The County determined the previous environmental document (92-ND-34) provided adequate environmental review of the proposed Tennis Shop/Fitness Center reconstruction, and that no new environmental impacts would be associated with the proposal. As the applicant, the Goleta Sanitary District determined that the County's environmental determination referred to above, are adequate for purposes of the Out-of-Agency Service Agreement. The Goleta Sanitary District's Resolution approving preliminary environmental review, adopting findings, and authorizing the filing of a notice of determination, is attached as **Exhibit B**.

The temporary Out-of Agency Service Agreement is necessary to allow sewer services to the already constructed Tennis Shop/Fitness Center. It is also necessary to allow time for

the County of Santa Barbara to process a Lot Line Adjustment so that a 71.52 acre parcel can be adjusted in the annexation application to LAFCO. The present "parcel" receiving GSD service (as annexed to GSD in 1961) has an area of 2.06 acres. The reconfigured parcel requested under the LLA will have an area of 8.42 acres. Therefore the "net" new area to be annexed to the GSD is 6.36 acres.

The Goleta Sanitary District Wastewater Service Agreement is attached as **Exhibit C**.

2. Requirement for LAFCO Approval

LAFCO regulates boundary changes and extensions of service without boundary changes. Government Code Section 56133 states that "A city or a district may provide new or extended services by contract or agreement outside its boundaries only if it first requests and receives written approval from the commission in the affected county."

It further provides that LAFCO "...may authorize a city or district to provide new or extended services outside its jurisdictional boundaries but within its sphere of influence in anticipation of a later change of organization."

3. Sphere of Influence

The area proposed for the Out-of-Agency Agreement is included in the Goleta Sanitary District's sphere of influence. The sphere of influence will need to be revised after the LLA is approved and annexation application is submitted to LAFCO.

4. Existing Commission Policy Regarding Out-of-Agency Services vs Annexations

Commission policy states that annexations to cities and districts are generally preferred for providing services: however, out of agency agreements can be an appropriate alternative in situations where emergency health related conditions exist or for other mitigating circumstances. In this particular instance, it is difficult to make a finding that an emergency health related situation exists, however the newly constructed health and fitness center definitely needs to connect to the district sewer and the property owners are pursuing a LLA before submitting an annexation application to LAFCO.

5. Landowner Consent to Annex in Order to Receive Services

Commission policy states that when property may ultimately be annexed to a city or a district, approval of an Out-of-Agency Service Agreement should require the landowner

to agree to annex the territory with a consent to annex. The Le Cumbre Country Club General Manager has signed such a consent form (**Exhibit D**).

6. Environmental Impact of the Proposal

The Goleta Sanitary District finds, after undertaking and completing a preliminary review of the proposed Out-of-Agency Service Agreement, in accordance with the California Environmental Quality Act (CEQA), that the activity does not require further environmental assessment. This is because the underlying project involves another public agency, the County of Santa Barbara, which constitutes the lead agency. Improvements to the Tennis Shop/Fitness Center was considered to be an Amendment to a 1992 Conditional Use Permit (92-CP-001) which addressed most of the development at La Cumbre Country Club. A Negative Declaration (ID No. 92-ND-34) dated August 6, 1992, prepared by the County of Santa Barbara for the development of the Le Cumbre County Club, included the Tennis Shop/Fitness Center.

EXHIBITS

Exhibit A	Map of the Proposed Out-of-Agency Service Area
Exhibit B	Goleta Sanitary District's CEQA Resolution and Notice of Determination
Exhibit C	Out-of-Agency Service Agreement between the Property Owner and the Goleta Sanitary District
Exhibit D	Landowner Owner Consent Form
Exhibit E	LAFCO Authorization to Provide Out-of-Agency Services

ALTERNATIVES FOR COMMISSION ACTION

After reviewing this report and any testimony or materials that are presented, the Commission can follow one of the following options:

OPTION 1 – APPROVE the request for an Out-of Agency Service Agreement (**Exhibit E**), subject to the following terms and conditions:

- a). Find that the Out-of-Agency Service Agreement to provide sewer service to the Tennis Shop/Fitness Center for purposes of CEQA was reviewed as part of the Negative Declaration (ID No. 92-ND-34) dated August 6, 1992, prepared by the County of Santa Barbara, for development of the Le Cumbre Country Club

b). The District's provision of sewer services shall be limited to the Clubhouse and shall not be extended to the rest of the existing parcel nor to any other structures on the parcel.

c) The landowner shall execute and record an agreement approved by the Executive Officer that consents to annexation of the territory, which agreement shall inure to and bind all successors in interest to the property.

d) Said out-of-agency service agreement is for sewer service only and is temporary until such time as an annexation is approved by the Commission.

OPTION 2 –Deny the request.

OPTION 3 - Continue the item to obtain additional information.

RECOMMENDED ACTION:

Approve OPTION 1.



PAUL HOOD
Executive Officer
LOCAL AGENCY FORMATION COMMISSION

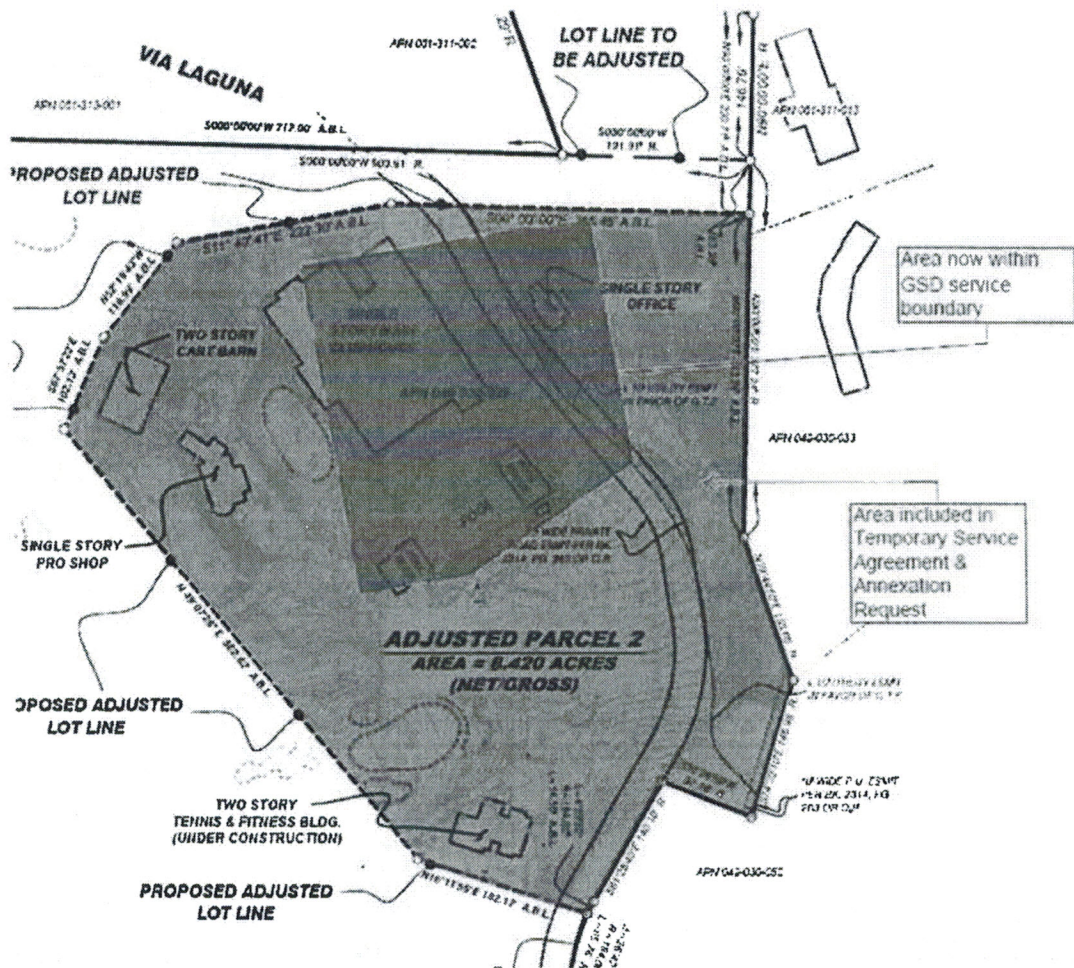


FIGURE 2

AREA OF PROPOSED TEMPORARY OUT OF AGENCY SERVICE AGREEMENT / ANNEXATION PARCEL

Goleta Sanitary District Temporary Out of Agency Service Agreement Application, La Cumbre Country Club Parcel

RESOLUTION NO. 14-574

**RESOLUTION OF THE GOVERNING BOARD OF THE GOLETA
SANITARY DISTRICT APPROVING PRELIMINARY ENVIRONMENTAL
REVIEW FORM, ADOPTING FINDINGS AND AUTHORIZING FILING OF
NOTICE OF DETERMINATION UNDER CEQA FOR WASTEWATER
SERVICE AGREEMENT WITH LA CUMBRE GOLF AND COUNTRY CLUB**

**Property Description: La Cumbre Golf and Country Club
Assessor's Parcel Nos. 049-030-043, 049-030-029 and 061-311-011**

WHEREAS, the Governing Board of the Goleta Sanitary District (the "District") is proposing to adopt a resolution approving a Wastewater Service Agreement relating to the above-described property (the "Property").

WHEREAS, the District's Environmental Committee has conducted a preliminary review in accordance with the District's local guidelines for implementing the California Environmental Quality Act ("CEQA") and has concluded that the County of Santa Barbara is the lead agency for purposes of conducting environmental review under CEQA. This conclusion is set forth in the Preliminary Environmental Review form prepared by the Environmental Committee, a copy of which is attached hereto as Exhibit "A".

WHEREAS, the County of Santa Barbara, as lead agency, has prepared a Negative Declaration and has made certain findings relating to prior development activities on the Property and the new tennis and fitness building.

WHEREAS, the District's Governing Board desires to approve the Preliminary Environmental Review form, set forth its findings relating to the environmental review of the Project, and authorize the filing of a Notice of Determination.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Goleta Sanitary District as follows:

- 1.** The Governing Board hereby approves the Preliminary Environmental Review form attached hereto as Exhibit "A"
- 2.** The Governing Board has reviewed and considered the Negative Declaration and the environmental effects as shown therein and has reached its own conclusions on whether and how to approve the Wastewater Service Agreement.
- 3.** The District has responsibility for mitigating or avoiding direct or indirect environmental effects only where such effects relate to the proposed Wastewater Service Agreement. The District finds that there are no direct or indirect environmental effects of the Wastewater Service Agreement that will not be adequately mitigated or avoided by changes, alterations or mitigations measures adopted by the lead agency.

4. The District finds that there are not any feasible alternatives or feasible mitigation measures within its powers that are required to substantially lessen or avoid any significant effect that the approval of the Wastewater Services Agreement would have on the environment.

5. The lead agency has the responsibility and jurisdiction for requiring project changes or alterations which avoid or substantially lessen any significant environmental effects identified in the Negative Declaration. Such changes or alterations have been adopted by the lead agency.

6. In accordance with Section 15096(j) of the California Environmental Quality Act Guidelines, the Governing Board hereby authorizes and directs the Secretary of the District to file a Notice of Determination with the Santa Barbara County Clerk, in the form attached hereto as Exhibit "B," within five (5) working days following approval of the Wastewater Service Agreement by the Governing Board.

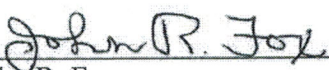
PASSED AND ADOPTED this 7th day of July, 2014, by the following vote of the Governing Board of the Goleta Sanitary District:

AYES: Fox, Carter, Emerson, Rose, Smith

NOES: None

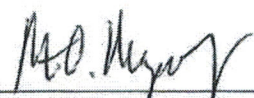
ABSENT: None

ABSTAIN: None



John R. Fox,
Governing Board President

COUNTERSIGNED:



Robert O. Mangus, Jr.,
Governing Board Secretary

PRELIMINARY ENVIRONMENTAL REVIEW
GOLETA SANITARY DISTRICT

One William Moffett Place
Goleta, CA 93117
(805) 967-4519

Name of Project: Wastewater Services Agreement with La Cumbre Golf and Country Club

Location:

Entity or Person Undertaking Project: (Check appropriate box)

- Goleta Sanitary District
- Other: Name: **County of Santa Barbara**
 Address: **123 East Anapamu Street**
 Santa Barbara, CA 93101

Environmental Committee Determination:

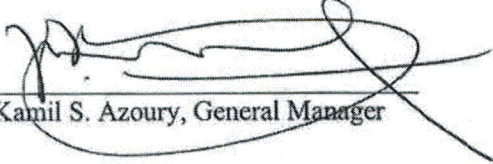
The District's Environmental Committee, having undertaken and completed a preliminary review of this proposed activity in accordance with the California Quality Act Guidelines ("CEQA Guidelines") has concluded that:

- A. The activity does not require further environmental assessment because:
- 1. The proposed action does not constitute a project under the CEQA Guidelines Section 15378 or is statutorily exempt.
 - 2. The project constitutes a feasibility or planning study under CEQA Guidelines Section 15262.
 - 3. The project is an Emergency Project under CEQA Guidelines Section 15269.
 - 4. The project is a Ministerial Project under CEQA Guidelines Section 15268.
 - 5. The project is Categorically Exempt under CEQA Guidelines Section _____.
 - 6. The project involves another public agency which constitutes the lead agency.

Name of Lead Agency: **County of Santa Barbara**

- B. The District is the lead agency and the activity is a project which requires further evaluation of the possible significant effects on the environment.

Date: 7/3/2014


Kamil S. Azoury, General Manager

Notice of Determination

To:

- Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814
- County Clerk
County of Santa Barbara
105 East Anapamu St.
Santa Barbara, CA 93101

From:

Goleta Sanitary District
One William Moffett Place
Goleta, CA 93117
Contact: Kamil S. Azoury
Phone: (805) 967-4519

Lead Agency:

County of Santa Barbara
123 East Anapamu St.
Santa Barbara, CA 93101
Contact: Dept. of Planning &
Development
Phone: (805) 568-2000

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

Project Title: Wastewater Services Agreement with La Cumbre Golf and Country Club

Project Location (include county) 4015 Via Laguna, Santa Barbara, State of California 93110 - County of Santa Barbara

Project Description: The project is a Wastewater Service Agreement between the Goleta Sanitary District and the La Cumbre Golf and Country Club for the purpose of providing sewer service to the property on an interim basis.

Name of Public Agency Approving Project: Goleta Sanitary District

This is to advise that the Goleta Sanitary District, as a Responsible Agency, has approved the above described project on July 7, 2014, and has made the following determinations regarding the above described project:

1. The project will will not have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to CEQA.
 A Negative Declaration was prepared for this project pursuant to CEQA.
3. Mitigation measures were were not made a condition of the approval of the project.
4. A statement of Overriding Considerations was was not adopted for this project.
5. Findings were were not made pursuant to the provisions of CEQA.

This is to certify that the final Negative Declaration with comments and responses and record of project approval is available to the general public at: County of Santa Barbara, Department of Planning & Development, 123 East Anapamu St., Santa Barbara, CA 93101.

Signature: 

Title: General Manager

Date: 7/7/14

Date received for filing at OPR: _____

Exhibit "B"

WASTEWATER SERVICE AGREEMENT

THIS WASTEWATER SERVICE AGREEMENT (this "Agreement"), dated for reference purposes as of THURSDAY JULY 31, 2014, is made and entered into by and between the **GOLETA SANITARY DISTRICT**, a public agency organized and existing under Part I of Division 6 of the California Health and Safety Code (the "District"), and the **LA CUMBRE GOLF AND COUNTRY CLUB**, a California corporation ("Owner"), as follows:

Recitals

A. Owner owns the following parcels of real property located at 4015 Via Laguna, Santa Barbara, California 93110:

- Santa Barbara County Assessor's Parcel Number 049-030-043 ("APN 049-030-043") consisting of 71.54 gross acres (63.73 net acres). Improvements on APN 049-030-043 include a portion of the La Cumbre Golf and Country Club golf course, a golf pro shop (the "Pro Shop"), a cart barn (the "Cart Barn"), and a maintenance building. APN 049-030-043 has not been annexed to the District and none of the buildings located thereon receive wastewater service from the District. APN 049-030-043 is a separate legal parcel.
- Santa Barbara County Assessor's Parcel Number 049-030-029 ("APN 049-030-029") consisting of 2.06 acres (net and gross). Improvements on APN 049-030-029 include a clubhouse, a club office, a pool house, and a pool building. APN 049-030-029 has been annexed to the District and the clubhouse, club office, pool house, and pool building currently receive wastewater service from the District. APN 049-030-029 is not a separate legal parcel.
- Santa Barbara County Assessor's Parcel Number 061-311-011 ("APN 061-311-011") consisting of 9.22 gross acres (7.65 net acres). Improvements on APN 061-311-011 consist of a portion of the La Cumbre Golf and Country Club golf course. No buildings are located on APN 061-311-011. APN 061-311-011 has not been annexed to the District and does not receive wastewater service from the District. APN 061-311-011 is a separate legal parcel.

B. Owner is in the process of constructing on APN 049-030-043 a new tennis and fitness building approximately 5,820 square feet in size (the "Tennis and Fitness Building"). Upon completion, Owner desires to connect the new Tennis and Fitness Building, as well as the Pro Shop and Cart Barn, to the District's wastewater collection system and receive wastewater service from the District.

C. Owner has submitted to the County of Santa Barbara (the "County") a lot line adjustment application to adjust the existing boundaries lines between APN 049-030-043 and APN 061-311-011. Upon approval of the lot line adjustment (the "LLA"), one legal parcel consisting of 74.40 gross acres will include the golf course, and a second legal parcel consisting of 8.42 gross acres will include the clubhouse, club office, pool house, pool building, Tennis and Fitness Building, Pro Shop, and Cart Barn (the "Developed Parcel").

D. Upon approval of the LLA by the County, Owner will apply to have the Developed Parcel annexed to the District and to have the District's sphere of influence amended to include the Developed Parcel.

E. In order to provide for the connection of the Tennis and Fitness Building, Pro Shop, and Cart Barn to the District's wastewater system pending the approval by the County of the LLA and the approval by the Santa Barbara Local Agency Formation Commission ("LAFCO") of the annexation of the Developed Parcel to the District and the amendment of the District's sphere of influence to include the Developed Parcel, Owner has requested that the District enter into this Agreement for the collection, treatment and disposal of wastewater under an out-of-agency service arrangement pursuant to Government Code Section 56133.

F. The District and Owner desire to set forth herein their agreement pertaining to the provision of wastewater service to the Tennis and Fitness Building, Pro Shop, and Cart Barn by the District pending approval of the LLA, annexation and sphere of influence amendment, as described above.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Owner agree as follows:

1. **Service by District.** The District agrees to issue such permits as may be necessary and to provide wastewater service to the Tennis and Fitness Building, Pro Shop, and Cart Barn consistent with the wastewater flow estimates and Owner's capacity entitlement set forth herein, subject to the terms and limitations hereof. Nothing contained in this Agreement shall be interpreted as giving Owner or its successors or assigns the right to connect additional facilities, structures or buildings, other than the Tennis and Fitness Building, Pro Shop, and Cart Barn, whether located on the Developed Parcel or elsewhere, to the District's wastewater system.

2. **Connection Fees.** In order to fund a portion of the cost of expanding the District's wastewater facilities to provide additional capacity required as a result of the utilization of capacity by Owner pursuant to this Agreement, promptly following the execution of this Agreement, Owner shall pay the District the following connection fees:

(a) **Tennis and Fitness Building: \$6,791.40.** It is estimated that wastewater flows from the Tennis and Fitness Building will equal approximately 244,514 gallons per year, or the equivalent of 3.3 single-family residences, assuming typical loads and a flow rate of 203 gallons per day ("ERUs"). The forgoing connection fee has been calculated by multiplying the estimated ERUs for the Tennis and Fitness Building, by the District's current connection fee of \$2,058.00 under Ordinance No. 58.

(b) **Pro Shop: \$2,058.00.** It is estimated that wastewater flows from the Pro Shop will not exceed one (1) ERU. The forgoing connection fee has been calculated by multiplying one (1) ERU by the District's current connection fee of \$2,058.00 under Ordinance No. 58.

(c) **Cart Barn: \$2,058.00.** It is estimated that wastewater flows from the Cart Barn will not exceed one (1) ERU. The forgoing connection fee has been calculated by

multiplying one (1) ERU by the District's current connection fee of \$2,058.00 under Ordinance No. 58.

In the event it is determined in the future that the actual ERUs from the Tennis and Fitness Building, Pro Shop, and/or Cart Barn exceed the estimated ERUs set forth above, and if the District agrees, in its sole discretion, to accept the increased flow for collection, treatment and disposal, Owner agrees to promptly pay an additional connection fee to the District calculated on the basis of the higher ERUs at the connection fee rate in effect at the time of the increase. If the District does not agree to accept the increased flow, Owner shall immediately take such steps as may be necessary to reduce the flows to the original estimated ERU levels set forth above.

3. **In Lieu Annexation Fees.** In order to fund Owner's equitable share of the cost of maintaining facilities previously acquired and/or constructed by the District, and because buildings on the Developed Parcel will receive wastewater service from the District without being annexed to the District boundaries, promptly following the execution of this Agreement, Owner shall pay the District an in lieu annexation fee in the amount of \$12,115.80. The in lieu annexation fee has been calculated by multiplying the size of the annexed territory (6.36 acres) by the District's current annexation fee of \$1,905.00 under Ordinance No. 59. The size of the annexed territory has been calculated by subtracting the portion of the Developed Parcel which was previously annexed to the District (2.06 acres) from the area of the entire Developed Parcel (8.42 acres). Owner shall further pay the District an in lieu annexation processing fee of \$200.00.

4. **Service Charges.** In order to fund the Owner's share of the cost of operating, maintaining, repairing and replacing the District's wastewater collection, treatment and disposal facilities, Owner shall pay the District the following monthly service charges:

(a) **Tennis and Fitness Building: \$1,496.98.** This service charge has been calculated by applying the rate for private clubs used with recreational facilities under the District's Ordinance No. 79 and includes a volume charge based on estimated wastewater flows from the Tennis and Fitness Building of 244,514 gallons per year.

(b) **Pro Shop: \$367.53.** This service charge has been calculated by applying the rate for commercial establishments under the District's Ordinance No. 79.

(c) **Cart Barn: \$412.31.** This service charge has been calculated by applying the rate for machine shops and auto repair shops under the District's Ordinance No. 79.

The initial service charges shall be calculated from the date of connection to the District's wastewater collection system to the District's next fiscal year end (June 30). Subsequent service charges shall be calculated and billed to Owner annually at the end of each fiscal year and shall cover the subsequent fiscal year. Owner shall pay each annual billing statement within forty-five (45) days of the date of the statement. The services charges set forth above shall be subject to adjustment in accordance with such other ordinances of the District by which Ordinance No. 79 may be amended, replaced or superseded in the future.

5. **Additional Fees.** As required by the District's Ordinance No. 73, Owner shall pay a plan check fee of \$218.00, a permit fee of \$163.00, and an inspection fee of \$163.00 relating to the approval by the District of the connection of the Tennis and Fitness Building, Pro Shop and Cart Barn to the District's wastewater collection system. Owner shall further pay the costs of the District's staff and legal counsel in connection with this Agreement.

6. **Deposit.** Owner has paid to the District a deposit in the amount of \$4,000.00 to cover the costs of the District's staff and legal counsel in connection with the preparation of this Agreement. Any portion of the deposit which is not required to cover such costs shall be refunded to Owner. Owner understands that an additional deposit will be required in connection with the annexation of the Developed Parcel and related sphere of influence amendment.

7. **Plans and Specifications.** Owner shall submit to the District plans and specifications showing the facilities which Owner proposes to construct to connect the Tennis and Fitness Building, Pro Shop and Cart Barn to the District's wastewater collection system (the "Wastewater Connections"). Said plans and specifications shall be subject to review and approval by the District.

8. **Construction of Wastewater Connections.** The Wastewater Connections shall be constructed and installed (a) in accordance with the plans and specifications approved pursuant to Section 7, above, (b) in a good and workmanlike manner, (c) in compliance with all Applicable Requirements (as defined in Section 10 below), and (d) at Owner's sole cost and expense. Upon completion, the Wastewater Connections shall belong to Owner and Owner shall be responsible for the repair and maintenance thereof.

9. **Inspection.** Owner shall give the District written notice not less than forty-eight (48) hours prior to commencement of construction of the Wastewater Connections, excluding Saturdays, Sundays and holidays. Owner agrees to provide the District and its employees and agents the right to inspect the Wastewater Connections and the work thereon at all reasonable times before, during, and after construction. Owner further agrees to coordinate and cooperate with the District's employees and agents to facilitate such inspections. Promptly upon completion of construction, Owner shall notify the District so that the District may make any final inspections and tests that the District may deem necessary or appropriate.

10. **Compliance with Applicable Requirements.** Owner shall comply with (a) all ordinances, regulations, resolutions, policies, procedures and administrative provisions of the District to the same extent as if the Developed Parcel had been annexed to the District, and (b) all statutes, rules and regulations of agencies of the United States of America, the State of California, the County of Santa Barbara and other governmental and regulatory agencies having jurisdiction over the collection, treatment and/or disposal of wastewater and wastes, including but not limited to (i) requirements applicable to the construction, use, repair and maintenance of the Wastewater Connections, (ii) requirements addressing the type, contents and strength of wastes permitted to be discharged into wastewater collection systems, and (iii) the District's Ordinance No. 77 (collectively, "Applicable Requirements"), as said Applicable Requirements may be amended or superseded from time to time. Owner shall further comply with the terms and conditions set forth in Exhibit "A" attached hereto.

11. **LAFCO Approval.** This Agreement is contingent upon LAFCO's approval of the out-of-agency service arrangement set forth herein pursuant to Government Code Section 56133.

12. **Application Processing.** Owner shall diligently pursue the approval by the County of the LLA. Promptly following such approval of the LLA, Owner shall submit all required application materials and shall diligently pursue the approval by the District and LAFCO of the annexation of the Developed Parcel to the District and the amendment of the District's sphere of influence to include the Developed Parcel. All costs relating to the LLA, annexation and sphere of influence approvals shall be paid by Owner.

13. **Termination.** This Agreement may be terminated by the District upon thirty (30) days written notice to Owner in the event (a) Owner violates any of the terms hereof, including but not limited to any terms relating to the payment of fees or charges to the District, (b) the County fails to approve the LLA application by November 1, 2014, or (c) LAFCO fails to approve the applications for the annexation of the Developed Parcel to the District and the amendment of the District's sphere of influence to include the Developed Parcel by December 31, 2014. Owner may terminate this Agreement upon thirty (30) days written notice to the District in the event the Tennis and Fitness Building, Pro Shop and Cart Barn are no longer in operation or in the event Owner is able to obtain wastewater service for such buildings from an alternative provider. Upon any such termination, (i) the District may plug or disconnect the Wastewater Connections, and all costs of plugging or disconnecting shall be paid promptly by Owner to the District, (ii) no further amounts shall be due to the District from Owner, except any unpaid service charges, and (iii) the District shall not be required to refund any part of the fees and charges paid by Owner hereunder. This Agreement shall automatically terminate upon the effective date of the approval by LAFCO of the annexation of the Developed Parcel to the District and the amendment of the District's sphere of influence to include the Developed Parcel, in which event the fees paid by Owner under Section 3 hereof shall be credited to the annexation fees payable to the District in connection with the annexation.

14. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto. The rights granted to Owner herein relating to the provision of wastewater service shall run with the land and shall be appurtenant to the Developed Parcel and to any parcels into which the Developed Parcel may hereafter be legally divided.

15. **Entire Agreement/Modification.** This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may be modified only by a written instrument signed by all parties in interest at the time of the amendment.

16. **Attorneys' Fees.** In the event that either party brings an action to interpret or enforce the terms of this Agreement or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to all reasonable attorneys' fees and costs incurred therein.

17. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. **Waiver.** No waiver of any breach of any covenant or provision herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **Construction.** Headings at the beginning of each section are solely for the convenience of the parties and are not a part of this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits attached to this Agreement are incorporated herein by reference and are made a part hereof.

20. **Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In the event executed copies of this Agreement are provided by one party to the other by facsimile or email transmission, the facsimile or email copies and the signatures thereon shall for all purposes be treated as originals.

21. **Authority.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she has the authority to execute this Agreement on behalf of such party.

22. **Notices.** Any notices permitted or required hereunder shall be in writing and shall be (a) given by personal delivery, (b) mailed by certified or registered mail, postage prepaid, return receipt requested, (c) sent by reputable overnight delivery service (e.g., UPS, Federal Express, DHL or Airborne), or (d) sent by facsimile or email transmission using the contact information set forth below for such party:

DISTRICT:

Goleta Sanitary District
One William Moffett Place
Goleta, California 93117
Attn: Kamil S. Azoury, General Manger
Fax: (805) 964-3583
Email: kazoury@goletasanitary.org

OWNER:

La Cumbre Golf and Country Club
4015 Via Laguna
Santa Barbara, CA 93110
Attn: Bryan Bahmam, Manager
Fax: (805) 682-3964
Email: LCCBRYANBDGMAIL.COM

Any party may change its contact information for notice purposes by giving notice of such change in the manner set forth above.

23. **Assignment.** Owner may not assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part, without the prior written consent of the District, which consent shall not be unreasonably withheld.

24. **Further Assurances.** The parties each agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

IN WITNESS WHEREOF, the District and Owner have executed this Agreement as of the date(s) set forth below.

“District”
GOLETA SANITARY DISTRICT

By: John R. Fox
John R. Fox,
Governing Board President

COUNTERSIGNED:

By: RO. Mangus
Robert O. Mangus, Jr.,
Governing Board Secretary

Dated: 7/7/2014

“Owner”
LA CUMBRE GOLF AND COUNTRY CLUB

By: [Signature]
Signature
BRYAN M. BATHMAN GENERAL MANAGER
Name and title

By: Karen Anne Platt
Signature
Karen Anne Platt, Treasurer
Name and title

Dated: 7/3/2014

EXHIBIT "A"

Terms and Conditions

PLANS AND SPECIFICATIONS

The plans and specifications submitted by Owner shall include:

- Site plan
- Plumbing plans
- Proposed Wastewater Connection facilities
- Structure elevation and rim elevation of the upstream manhole in relation to the proposed connection to the Tennis and Fitness Building
- Any facilities included as part of the Tennis and Fitness Building which are listed below

ADDITIONAL FACILITIES

If an injector pump system is required because wastewater cannot flow by gravity to the District's wastewater collection facilities, the design of the injector pump system shall be submitted to and shall be approved by the Santa Barbara County Building and Safety Division prior to connection to the District's wastewater collection facilities. The design shall include a dual pump and an alarm system.

If the building elevation of the is lower than the rim elevation of the District's upstream manhole, a backflow preventer encased in a concrete vault with a metal lid, embossed with "sewer" or "clean-out", must be installed within the Developed Parcel.

If required by the District after its review of the plans and specifications, a sampling manhole, per District standards, shall be installed at the property line or within the Developed Parcel.

SEPARATE LATERALS

Any parcel which is not owned by Owner in the future shall be served by a separate lateral connecting the structures located thereon to the public sewer.

PRETREATMENT REQUIREMENTS

Owner shall submit a discharge analysis report and shall specify the quantity of the discharge in gallons per year for the purpose of calculating connection fees.

ATTACHMENT "A"
APPLICATION FOR ANNEXATION
AND
LANDOWNER CONSENT TO ANNEXATION

DATE : July 8, 2014

TO: GOLETA SANITARY DISTRICT

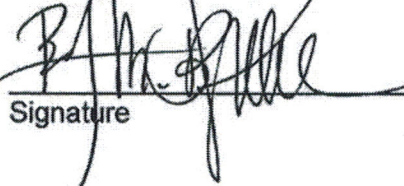
As landowner of the property described below, I hereby make application and consent to have my property annexed to the GOLETA SANITARY DISTRICT.

LOCATION OF PROPERTY 4015 Via Laguna, Santa Barbara, CA 93110

ASSESSOR'S PARCEL NUMBER 061-311-011 (Portion of)

Bryan Bahman, General Manager, La Cumbre Country Club

Name (Please Print)



Signature

4015 Via Laguna, Santa Barbara, CA 93110

Address

LAFCO 14-5 OUT-OF AGENCY SERVICE AGREEMENT (OASA)

AUTHORIZATION BY THE LOCAL AGENCY FORMATION COMMISSION FOR THE
GOLETA SANITARY DISTRICT TO PROVIDE OUT-OF-AGENCY SERVICES TO THE LE
CUMBRE COUNTRY CLUB
(4014 Via Laguna, Santa Barbara, CA 93110)

WHEREAS, the Goleta Sanitary District and Le Cumbre Country Club have filed a proposal with the Executive Officer of the Santa Barbara Local Agency Formation Commission pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Section 56000 et seq. of the Government Code) for the District to provide services outside of its boundaries at 4014 Via Laguna, Santa Barbara, CA 93110; and

WHEREAS, Government Code Section 56133(b) authorizes the Commission to approve such out of agency service agreements provided the subject area is within the sphere of influence and is in anticipation of a later change of organization; and

WHEREAS, the County of Santa Barbara is the lead agency for purposed of compliance with the California Environmental Quality Act ("CEQA") and has prepared Negative Declaration (ID No. 92-ND-34) dated August 6, 1992, prepared by the County of Santa Barbara for the Tennis Shop/Fitness Center Project, which has been submitted to the Commission for its consideration; and

WHEREAS, the subject property is within the sphere of influence of the District; and

WHEREAS, the out of agency service agreement includes a provision obligating the landowner to consent to be annexed to the District; and

WHEREAS, because the Clubhouse is located on a 70 acre parcel and the Commission proposes to authorize sewer service only for the Clubhouse, final annexation to the District will have to await the District obtaining approval of a lot line adjustment.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Local Agency Formation Commission of Santa Barbara County as follows:

- (1) The Commission has considered the Negative Declaration approved by the County of Santa Barbara.

(2) The Commission finds the out-of agency service request to be in the best interests of the affected area and the total organization of local governmental agencies within Santa Barbara County.

(3) The extension of services shall be subject to the following conditions:

a). The District's provision of sewer services shall be limited to the Clubhouse and shall not be extended to the rest of the existing parcel nor to any other structures on the parcel.

b) The landowner shall execute and record an agreement approved by the Executive Officer that consents to annexation of the territory, which agreement shall inure to and bind all successors in interest to the property.

c) Said out-of-agency service agreement is for sewer service only and is temporary until such time as an annexation is approved by the Commission.

(4) Said out-of-agency service agreement is hereby approved.

PASSED AND ADOPTED this 7th day of August, 2014, in Santa Barbara, California by the following vote.

AYES:

NOES:

ABSTAINS:

Dated: _____

Chair
Santa Barbara Local Agency
Formation Commission

ATTEST

Santa Barbara LAFCO
LAFCO 14-5 OASA

Jacquelyne Alexander, Clerk
Santa Barbara Local Agency Formation Commission

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