

**ATTACHMENT NO. 1**

**FINDINGS AND CONDITIONS OF APPROVAL**

**TENTATIVE PARCEL MAP NO. 20-145**

**COASTAL DEVELOPMENT PERMIT NO. 21-001**

**FINDINGS FOR PROJECTS EXEMPT FROM CEQA:**

The Zoning Administrator finds that the project will not have any significant effect on the environment and is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to section 15315 of the CEQA Guidelines, because the proposed project consists of the division of property into four or fewer parcels for finance and conveyance purposes only and is in conformance with the General Plan, no variances or exceptions are required, and all services and access to the proposed parcels are available.

**FINDINGS FOR APPROVAL - TENTATIVE PARCEL MAP NO. 20-145:**

1. Tentative Parcel Map No. 20-145 to allow the subdivision of a 6,214,987 sq. ft. lot into two parcels in which Parcel A equals 5,975,776 sq. ft. and Parcel B equals 239, 221 sq. ft. for finance and conveyance purposes is consistent with the General Plan Land Use Element designation of Open Space-Recreation (OS-R) on the subject property in that it permits the proposed subdivision. The proposed subdivision complies with other applicable provisions of the Subdivision Map Act and the Huntington Beach Zoning and Subdivision Ordinance (HBZSO). The resulting two parcels meet the minimum lot size and lot width standards of the OS-PR (Open Space-Parks and Recreation Subdistrict) Base Zoning District.
2. The site is physically suitable for the type and density of development. The site consists of a parcel of land, approximately 6,214,987 sq. ft. lot in area, developed with the Seacliff Country Club facilities and golf course. The Tentative Parcel Map is for finance and conveyance purposes only and expressly does not propose, contemplate, or allow any improvements or development rights. The outcome of the proposed subdivision is the continuance of the country club facility and golf course, which is allowable in the General Plan Land Use Element designation of Open Space-Recreation (OS-R) and the HBZSO.
3. The design of the subdivision or the proposed improvements will not cause serious health problems or substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because the site is located in an urban setting and is currently developed with the Seacliff Country Club facilities and golf course and does not contain wildlife or habitat. The Tentative Parcel Map is for finance and conveyance purposes only and expressly does not propose, contemplate, or allow any improvements or development rights.
4. The design of the subdivision will not conflict with the use of the property because access between the two parcels shall be maintained through an Irrevocable Reciprocal Driveway,

Parking, Access, and Maintenance Agreement which shall be recorded with the County of Orange Recorder's office against the title of the two associated parcels as a part of this proposed tentative parcel map.

**FINDINGS FOR APPROVAL - COASTAL DEVELOPMENT PERMIT NO. 21-001:**

1. Coastal Development Permit No. 21-001 to allow the subdivision of a 6,214,987 sq. ft. lot into two parcels in which Parcel A equals 5,975,776 sq. ft. and Parcel B equals 239, 221 sq. ft. for finance and conveyance purpose conforms with the General Plan, including the Local Coastal Program because it is consistent with Coastal Element C 1.1.1, which allows the subdivision of land.
2. Coastal Development Permit No. 21-001 to allow the subdivision of a 6,214,987 sq. ft. lot into two parcels in which Parcel A equals 5,975,776 sq. ft. and Parcel B equals 239, 221 sq. ft. for finance and conveyance purposes is consistent with the requirements of the CZ Overlay District, the base zoning district, as well as other applicable provisions of the Municipal Code in that the project complies with the minimum lot width and minimum lot size, as well as other zoning requirements.
3. At the time of occupancy the proposed development to allow the subdivision of a 6,214,987 sq. ft. lot into two parcels in which Parcel A equals 5,975,776 sq. ft. and Parcel B equals 239, 221 sq. ft. for finance and conveyance purposes can be provided with infrastructure in a manner that is consistent with the Local Coastal Program because the subdivided lot is located in an urbanized area with all necessary services and infrastructure available, including water, sewer, and roadways.
4. Coastal Development Permit No. 21-001 to allow the subdivision of a 6,214,987 sq. ft. lot into two parcels in which Parcel A equals 5,975,776 sq. ft. and Parcel B equals 239, 221 sq. ft. for finance and conveyance purpose conforms with the public access and public recreation policies of Chapter 3 of the California Coastal Act because the proposed development will not impede public access, recreation, or views to coastal resources.

**CONDITIONS OF APPROVAL - TENTATIVE PARCEL MAP NO. 20-145/COASTAL DEVELOPMENT PERMIT NO. 21-001:**

1. The tentative parcel map received and dated February 25, 2021 shall be the conceptually approved design of the subdivision.
2. All of the original conditions of UPX No. 1966-002, UPX No. 1967-002, UPX No. 1986-040, CUP No. 1985-025, CDP No. 1985-019, CEX No.1985-029, CUP No. 1990-052, CDP No. 1990-035, CUP No. 1995-060, and SPA No. 1986-013 for the approval of the Seacliff Country Club and Golf Course are to remain in effect on both parcels.
3. An Irrevocable Reciprocal Driveway, Parking, Access, and Maintenance Agreement shall be submitted to the Community Development Department for review and approval by the City Attorney's office prior to approval of the final parcel map. Said agreement shall be recorded with the County of Orange Recorder's office against the title of the two associated parcels prior to recordation of the final parcel map. A copy of the recorded agreement shall be filed with the Community Development Department and the recorded agreement shall remain in effect in perpetuity, except as modified or rescinded pursuant to the expressed

written approval of the City of Huntington Beach. The entire site shall function as one parcel, therefore the agreement shall include the following provisions:

- a. A non-exclusive blanket, reciprocal easement across each parcel (Parcel A and Parcel B in entirety and in perpetuity), for the purpose of maintaining all existing access (vehicular, pedestrian, golf course access, tennis court access, ingress and egress to the public street, and parking in perpetuity) cross lot drainage, storm water management, water quality best management practices (BMPs), and all utility facilities.
  - b. A requirement that improvements and on-going maintenance, such as parking lot restriping, new paving, etc., to the parking and landscaped areas made on one parcel shall be made concurrently on the other parcel.
  - c. A restriction that Parcels A and B (as identified on the site plan and Tentative Parcel Map) shall be considered one lot only when determining compliance with freestanding sign standards, landscaping standards, off-street parking requirements, and other appropriate development standards.
  - d. Any and all future development or improvement proposals on any individual parcel shall demonstrate compliance with reciprocal parking, access, and maintenance agreements to ensure minimum code requirements are met at all times.
  - e. Express written approval by City of Huntington Beach for any change to the Agreement.
4. Prior to submittal of Final Parcel Map No. 20-145 to the city for review and approval, the following dedications (by the property ownership) shall be added to the title sheet (in the ownership statement) of the subject parcel map: A non-exclusive blanket, reciprocal easement across each parcel (Parcel A and Parcel B in entirety and in perpetuity), for the purpose of maintaining all existing access (vehicular, pedestrian, golf course access, tennis court access, ingress and egress to the public street, and parking in perpetuity) cross lot drainage, storm water management, water quality best management practices (BMPs), and all utility facilities.
  5. The applicant and/or applicant's representative shall be responsible for ensuring that accuracy of all plans and information submitted to the City for review and approval.
  6. The subdivision shall comply with all applicable requirements of the Municipal Code, Community Development Department, and Fire Department, as well as all applicable local, State and Federal Codes, Ordinances and standards, except as noted herein. **(City Charter, Article V)**
  7. Tentative Parcel Map No. 20-145 and Coastal Development Permit No. 21-001 shall become null and void unless exercised within two years of the date of approval, or such extension of time as may be granted by the Director pursuant to a written request submitted to the Community Development Department a minimum 30 days prior to the expiration date.

8. The Development Services Departments and divisions (Building & Safety, Fire, Planning and Public Works) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval. The Director of Community Development may approve minor amendments to the map and/or conditions of approval as appropriate based on changed circumstances, new information or other relevant factors. Any proposed revisions shall be called out on the sets submitted for final map review. The map shall not be finalized until the Development Services Departments have reviewed and approved the proposed changes for conformance with the intent of the Zoning Administrator's action. If the proposed changes are of a substantial nature, an amendment to the original entitlement reviewed by the Zoning Administrator may be required pursuant to the provisions of HBZSO Section 241.18.

**INDEMNIFICATION AND HOLD HARMLESS CONDITION:**

The owner of the property which is the subject of this project and the project applicant if different from the property owner, and each of their heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Huntington Beach and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council, Planning Commission, or Design Review Board concerning this project. The City shall promptly notify the applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.